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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made at Thane this 30th day of Aug, 2024.

BETWEEN

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RAYMOND LIMITED, a Company incorporated under the provisions of the Companies Act, 1956 and now deemed to be governed by the provisions of the Companies Act, 2013 having its registered office address at Plot No.156/H No.2, Village Zadgaon, Ratnagiri 415612, Maharashtra and having its Project Office at The Mill, Experience Centre (Raymond Realty Office), Jekegram, Pokhran Road No.1, Thane- 400 606 and having PAN AAACR4896A, hereinafter referred to as "Promoter" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **FIRST PART**

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(1) **MRS. LIZA DUTT** Adult/s, Indian Inhabitant/s of Mumbai / a partnership firm registered under the Indian Partnership Act, 1932 / a private limited / public company registered under the provisions of the Companies Act, 1956 / 2013, having his/her/their address for the purpose of these presents at **604, Rosa Alba, Nahar Amrit Shakti, Chandivali Farm Road, Chandivali, Andheri (East) Mumbai - 400072, Maharashtra** having PAN ANAPD2175L.

(2) **MR. BHASKAR RANJAN DUTT** Adult/s, Indian Inhabitant/s of Mumbai / a partnership firm registered under the Indian Partnership Act, 1932 / a private limited / public company registered under the provisions of the Companies Act, 1956 / 2013, having his/her/their address for the purpose of these presents at **604, Rosa Alba, Nahar Amrit Shakti, Chandivali Farm Road, Chandivali, Andheri (East) Mumbai - 400072, Maharashtra** having PAN ACVPD9251H.

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

Promoter and the Allottee/s are hereinafter collectively referred to as "**the Parties**", and individually as a "**Party**", as the context may require.

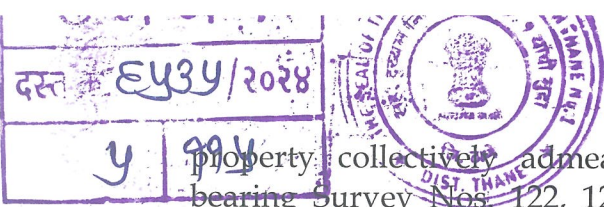
WHEREAS:

A. The Promoter is the owner of all those pieces and parcels of immovable

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property collectively admeasuring approximately 1,27,324 square meters, bearing Survey Nos. 122, 126B-2, 127, 128B, 129/1, 129/3, 126B/1, 126B/2, 126B/3 and 126B/4, situated at Village Panchpakhadi, Taluka and District Thane and within the Registration District of Thane and within the local limits of Municipal Corporation of Thane ("the Larger Land"). The Larger Land is more particularly described in the **First Schedule** hereunder written and delineated with thick black coloured boundary line on the Plan annexed hereto and marked as **Annexure "A"**.

B. The Promoter has duly purchased the said Larger Land vide the following Indentures:

- (i) An Indenture of Conveyance dated 10th October, 1925 executed between Sir Sassoon David, Morarji Dharshi Kothari and Dossabhoy Maneckji Wadia, therein referred to as the trustees of the First Part, Framroz Edulji Dinshaw of the Second Part and Promoter therein referred to as the Purchasers of the Third Part and registered with the Office of the Sub-Registrar of Assurances at Bombay under Serial No.BOM/5823 of 1925;
- (ii) An Indenture of Conveyance dated 17th October, 1960 executed between the Joana Mary Aguiar, John Berchman Aguiar, Estber Gertrude Henriques and Joana Teresa Fernandes therein referred to as "the Vendors" of the One Part and Promoter therein referred to as "the Purchasers" of the Other Part and registered with the Office of the Sub-Registrar at Thane under Serial No.514 of 1960;
- (iii) An Indenture of Conveyance dated 30th June, 1960 executed between Ganpatrao Abaji Bodke therein referred to as "the Vendors" of the One Part and Promoter, therein referred to as "the Purchasers" of the Other Part and registered with the Office of the Sub-Registrar of Assurances under Serial No.BOM/5334 of 1960;

C. The 7/12 Extracts being the revenue records maintained by the Office of the Collector are duly mutated to record the name of the Promoter as the holder in respect of the said Larger Land. The TILR plan refers to (a) Survey No. 126B/1 as Survey No.126B1/1; (b) Survey No. 126B/2 as Survey No.126B1/2; (c) Survey No. 126B/3 as Survey No.126B1/3; (d) Survey No. 126B/4 as Survey No.126B1/4.

D. By and under Order dated 30th June, 1983 bearing No.ULC/R/82/SC/IC-GAD, read with Corrigendum dated 27th July, 1985 the Government of Maharashtra exempted several immoveable properties held by the Promoter at Thane under the provisions of Section 20 of Urban Land (Ceiling & Regulation) Act, 1976 in the manner and on the terms and conditions as stated therein ("**First ULC Order**"). The above ULC order comprised of several parcels of lands, (save and except portion of Survey Nos. 126B/1 to 126B/4, 127, 129/1 and 129/3 as referred hereinafter).

E. Subsequently, by and under an Order dated 15th October, 1983 bearing No. LND/1082/(73)/D.XVII, read with Corrigendum dated 7th December, 1983 and 19th May 1984, the Government of Maharashtra has further exempted the remaining area of 35,558.94 sq. mtrs out of the Survey Nos. 126B/1 to 126B/4, 127, 129/1 and 129/3, under the provisions of Section 20 of the Urban Land

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(Ceiling & Regulation) Act, 1976 in the manner and on the terms and conditions as stated therein ("**Second ULC Order**").

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- F. In view of Order dated 10th January 2018 addressed by the Government of Maharashtra to the Additional Collector & Competent Authority, Urban Land (Ceiling & Regulation) Act, 1976 ("the Competent ULC Authority"), the Competent ULC Authority's by its Order dated 2nd February 2018 and Order dated 16th March 2018, granted its permission to the Promter for change of user and for development of the piece and parcel of lands which were exempted for Industrial use under the order dated 30th June 1983 and corrigendum dated 27th July 1983 passed under Section 20 of the Urban Land (Ceiling & Regulation) Act 1976, after ascerataning the surplus vacant land, as computed therein and on the terms and conditions as mentioned therein.
- G. The Labour Commissioner vide his letter dated 1st October, 2016 addressed to the office of the Thane Municipal Corporation and the Collector, Thane, duly intimated that there is no dues of the labours and accordinly accorded its no objection for the development of the said Larger Land on the terms and condition mentioned therein.
- H. The Promoter further states the following:
- (i) that by and under an Indenture of Lease dated 20th December, 1988 executed between the Promoter therein referred to as the Lessor of the One Part and Smt. Sunitidevi Singhania Hospital Trust, a public charitable trust ("the said Trust"), therein referred to as "the Lessee" of the Other Part, read with the Deed of Confirmation dated 9th February, 1990 executed between Promoter and the said Trust and registered with the Office of the Sub-Registrar of Assurances at Thane under Serial No.4599 of 1990 ("**said Lease Deed**"), the Promoter has in view of the Second ULC Order demised unto the said Trust, the immoveable property admeasuring 35,558.94 square meters out of the said Larger Land and bearing Survey No.126B/1 Hissa No.1 (part), Survey No.126B/1 Hissa No.2 (part), Survey No.126B/1 Hissa No.3 (part), Survey No.126B/1 Hissa No.4 (part) and Survey No.127 (part) and 129/1 (part), for the consideration and on the terms and conditions as recorded therein ("**Demised Land**"). The revenue records are duly mutated to update this transaction. There exists a building on the immoveable property, which is the subject matter of the demised land, under the said Lease Deed.
- (ii) Thereupon, the said Trust sought permission of Promoter for change of user to be undertaken on the Demised Land (which is the subject matter of the said Lease Deed) from use of hospital to the use of education. The Promoter has duly permitted the same. Thereupon, by and under Tripartite Agreement executed on 5th July, 2016 between Promoter of the First Part and the said Trust of the Second Part and one Smt. Sulochanadevi Singhania School Trust, therein referred to as "the Party of the Third Part", the said Trust has entered into an arrangement for operation and management of an education institution on the Demised Land (which is the subject matter of the Lease Deed) with Sulochanadevi Singhania School Trust, in the manner and on the terms and conditions stated therein.

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The Demised Land and/or the building, does not in any manner whatsoever, affects the present development of the Real Estate Project. Nor is the floor space index (FSI) and/or TDR is being utilized in any manner whatsoever, from the Demised Land and/or the building, for the development of the Real Estate Project.

- I. The details with regard to Pending proceedings on the Larger Land and/or Part thereof are set out in detail in the Title Certificate which is annexed herein below as Annexure E and list of litigation uploaded on the RERA website.
- J. Subject to what is stated hereinabove and as set out in the Title Certificate, Promoter is seized and possessed of and has a clear and marketable title to the said Larger Land, subject to the leasehold rights of the said Trust with respect to the Demised Land, construction Loan from Axis Bank and on obtainment of all due permissions / sanctions from the Thane Municipal Corporation / competent authorities, the Promoter is entitled to develop such portions of the said Larger Land and construct buildings therein, as may be duly permitted, by utilisation of the full and maximum development potential (both present and future) of the Larger Land or part thereof.
- K. Presently the development is undertaken on a portion of the Larger Land, in a phase-wise manner, in accordance with applicable laws (as amended / modified from time to time), including the provisions of the Development Control Regulations ("DCR") applicable to Thane Municipal Corporation ("TMC") as applicable from time to time, in the manner as stated herein. The Promoter is intending to construct two types of mixed-use projects viz Aspirational Housing Project and Premium Housing Project, on portion of the Larger Land in a phase-wise manner.
- L. The Aspirational Housing Project is comprising of 10 buildings viz Wings A, B, C, D, E, F, G, H, J & K, Car Parking Wing (Multilevel Car Parking) with provisions for number of car parkings for each wings as per applicable development control regulations, club house and retail building to be developed on the portion of the Larger Land, being land admeasuring 55804.86 square meters and bearing Survey Nos. 126 B/1/1 (part), 126 B/1/3 (Part), 127(pt), 128/B, 129/3, 129/1 (part) and 126B/2 (part) (hereinafter referred to as the "Whole Project") and the land on which Whole Project is to be developed is herein after referred to as "Whole Project Land" which is more particularly described in the **Second Schedule** hereunder written and delineated with hatched red coloured boundary line on the plan annexed and marked as **Annexure "A"**.
- M. The balance portion of the Larger Land excluding Demised Land and the Whole Project, will also be developed subsequently in a phase-wise manner, to construct several other buildings which will *inter alia* comprise of a mixed use of residential and such other users as may be permitted in accordance with applicable laws (as amended/modified from time to time).
- N. The access road to the Whole Project is delineated with hatched pink coloured boundary line on the plan annexed and marked as **Annexure "A"**.
- O. By and under Building Permission/Commencement Certificate No. VP No. S04/0016/09 TMC/TDD/2637/18 dated 22nd May, 2018 issued by the Thane

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Municipal Corporation, Thane, the development permission has been granted *inter-alia* in respect of Wings A, B, C, D, E, F, G, H, J & K, together with retail wing and parking wing as mentioned therein, to be developed on the Whole Project Land. By the said Building Permission dated 22nd May 2018, the approval was also granted for layout and plot subdivision of Promoter's Property as detailed therein. The aforesaid Building Permission/Commencement Certificate have been amended/revised on by revised building permissions dated 27th March 2019, 8th May 2019, 1st November 2019 and 22nd January 2020, 11th November 2020, 14th August 2021 and 13th November 2021. By Building Permission /Commencement Certificated dated 13th November 2021, 21st June 2022 and 26th December,2022 approval has been granted *inter alia* for construction and development upto Ground + 50th Floor for Tower F and G. In the meanwhile on 1st November 2019, the aforesaid VP dated 22nd May 2018 was split into two parts viz (a) VP no. S04/0016/09 to cover only layout and plot subdivision issues and (b) VP no. S04/0161/19 to cover Whole Project/Aspiration Housing Project. The Building Permission/Commencement Certificate dated 26th December,2022 is annexed and marked hereto as **Annexures "B"** . A copy of the authenticated approved plan for the Whole Project Land, with buildings, is annexed hereto as **Annexure "C"**.

- P. The necessary approvals and permissions to commence the development of Whole Project are obtained. The list of approvals for the Whole Project is mentioned in the **Annexure "D"** annexed hereto. Further, all the other necessary approvals, permissions from the competent authorities, so as to obtain such certificate for use and occupation of the Whole Project/Real Estate Project Phase VIII, post completion of the construction, shall be obtained, from time to time.
- Q. The Promoter is availing the services of Licensed Architect/ Surveyor, M/s. Spaceage Consultant, having its office at B/106, Natraj Building, Mulund Goregaon Link Road, Mulund (West), Mumbai-400 080 for obtaining necessary permissions and/or approvals and to get done the other related works from TMC and other concerned authorities.
- R. A Structural Engineer M/s. Epicons Consultant Pvt. Ltd., having its office at 216/A, Amargyan Complex, Opposite S.T. Depo, LBS Road, Khopat Thane -400 601 is also appointed for preparation of the structural design and drawings of the buildings in the said Whole Project.
- S. The Whole Project shall be under the professional supervision of the licensed consultants, the Structural Engineer and such other professionals and consultants as may be required till the completion of the Whole Project.
- T. Development Permission/Commencement Certificate is also issued by the Thane Municipal Corporation, Thane, in respect of construction of buildings in the Premium Housing Project to be developed on the other portion of the Larger Land, which is different and separate from the Whole Project.
- U. The title of Promoter in respect of the Larger Land, is duly set out in the Title Certificate dated 28th September 2021 issued by their Advocates & Solicitors, (**"said Title Certificate"**). The said Title Certificate has been annexed and marked as **Annexure "E"** hereto.

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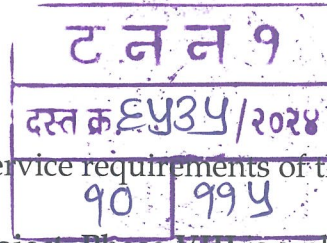
A list of the pending litigation with respect to the Whole Project and/or Larger Land has been uploaded on the RERA website.

- W. The Whole Project Land i.e. Land admeasuring 55804.86 sq.mtrs, equivalent to 14 Acres and bearing Survey Numbers 126 B/1/1 pt, 126B/1/3pt, 127pt, 128/B, 129/3,129/1pt and 126B/2pt on which the Promoter is developing its Aspiration Project was mortgaged with Axis Bank for raising construction Loan of Rs.200 crores only. The Promoter has repaid the said Axis bank Loan of Rs.200 Crore and there are no due outstanding as on date. A certificate/letter to that effect is hereto and marked as **Annexure "F"**. It is further states that the land bearing Survey Nos. 126/B/1/1, 126/B/2/1, 126/B/2/2, 126/B/1/3, 127, 128B, 129/1 and 129/3 of Village- Panchpakhadi, Taluka-Thane, District-Thane has been mortgaged with Bajaj Housing Finance Limited vide (i) Indenture of Mortgage dated 19th January,2023 and (ii) Deed of Hypothecation dated 19th January,2023 for Credit Facility availed for an amount of Rs.270 Crores.
- X. There are no impediments with respect to the Whole Project Land and/or Larger Land.
- Y. The Promoter is undertaking the development of the Whole Project in a phase-wise manner and is constructing a mixed-use project thereon in the following manner:
- (i) Till date the promoter has undertaken and/or in process of the development and construction and has already done RERA registration for Wing A & B, Wing C, Wing D, Wing E, Wing K, Wing J, Wing H and Wing F as "**TEN X HABITAT Raymond Realty | Tower A & B**", "**TEN X HABITAT Raymond Realty | TOWER C**", "**TEN X HABITAT Raymond Realty | TOWER D**", "**TEN X HABITAT Raymond Realty | TOWER E**", "**TEN X HABITAT Raymond Realty | Tower K**", "**TEN X HABITAT Raymond Realty | Tower J**" "**TEN X HABITAT Raymond Realty | Tower H**" and "**TEN X HABITAT Raymond Realty | Tower F**," respectively. For the aforesaid Eight projects RERA certificates bearing registration Nos. P51700019265 dated 15th January 2019, P51700020256 dated 29th March 2019, P51700020881 dated 15th May 2019, P51700022779 dated 17th October 2019, P51700022940 dated 5th November 2019, P51700025355 dated 30th April 2020 ,P51700027036 dated 11th November 2020 and P51700034190 dated 25th March 2022 respectively have been issued (herein after referred to as **RERA Certificates Phase I, Phase II, Phase III, Phase IV, Phase V, Phase VI,Phase VII and Phase VIII**). The Promoter has already undertaken and/or in process of development and construction of Wing F and few other wings. The **wing F** is herein after referred to as "**Real Estate Project Phase VIII**". The portion of the land on which the **Real Estate Project Phase VIII** is being developed, is identified and delineated with hatched yellow coloured boundary line on the **Annexure "C"**.
- (ii) The Whole Project is consisting of 10 multi-storey buildings viz Wings A, B, C, D, E, F, G, H, J & K, which will *inter alia* comprise of a mixed use of residential and such other users as may be permitted from time to time and in the manner the Promoter deems fit. There will also be a retail wing, a separate parking wing (multilevel car Parking) and provision for club house and other ancillary Mechanical, Electrical and Plumbing

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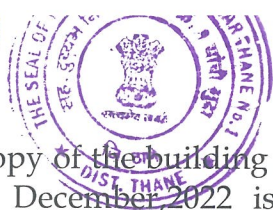
(MEP) structures to cater the service requirements of the Whole Project.

- Z. The development of the **Real Estate Project, Phase VIII** is a phase of the Whole Project same is registered with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("**RERA Rules**"). The Authority has duly issued the Certificate of Registration No. P51700034190 ("**RERA Certificate**") and a copy of the RERA Certificate is annexed and marked as **Annexure "G"** hereto.
- AA. The Allottee/s has/have, prior to the date hereof, examined the RERA Certificate. The Allottee/s has/have also examined all the documents and information uploaded by Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects. The Allottee/s confirm/s that he/she/they is/are aware that Whole Project would be developed in phase wise manner, as and when permission would be obtained and the layout/construction of the Whole Project is subject to amendments, changes and final approval from the concerned authorities.
- BB. The Allottee/s is/are desirous of purchasing residential premises / unit / apartment bearing No. **4705** on the **47th** floor of the **Building/Wing "F"** ("**said Premises**") in the Real Estate Project Phase VIII and has / have approached the Promoter and requested the Promoter to allot to him/her/it/them the said Premises in the said **Building/Wing "F"** ("**said Building**") more particularly described in the **Third Schedule** hereunder written, on the terms and condition as set out in the Application Form and herein below in this Agreement for Sale.
- CC. The principal and material aspects of the development of the Real Estate Project Phase VIII, are briefly stated below:
- (i) The Real Estate Project Phase VIII will be known as "**TEN X HABITAT Raymond Realty | TOWER F**" and it will be a part of the Whole Project.
 - (ii) The building of the Real Estate Project Phase VIII is proposed to consist of Ground Floor plus 51 (Fifty one) or more Upper Floors.
 - (iii) The said Building shall comprise of residential units / premises/ flats and other units, as may be permitted.
 - (iv) By the Building Permission/Commencement Certificate dated 13th November 2021, the total Floor Space Index ("**FSI**") of 1358.25 sq. mts. was sanctioned for consumption in the construction and development of the Real Estate Project Phase VIII. The Promoter proposes to eventually consume a further FSI of atleast 34,965.16 sq. mts aggregating to the total FSI of 36323.41 sq. mts or such further/higher FSI as may be permissible in law, in the construction and development of the Real Estate Project Phase VIII.

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A copy of the building permission/ Commencement Certificate dated 26th December, 2022 issued by the Thane Municipal Corporation, Thane, annexed herein above as **Annexure "B"**

- (vi) The common areas, facilities and amenities, that are contemplated to be constructed, developed and provided in the Real Estate Project Phase VIII, that may be used by the Allottee/s of the Real Estate Project Phase VIII, is more particularly set out in **Annexure "H"** annexed herein (hereinafter referred to as the **"Real Estate Project Phase VIII Amenities"**).
- (vii) The Promoter shall be entitled to put up hoardings / boards of its brand name, in the form of neon signs, MS letters, vinyl and sun boards on the Real Estate Project Phase VIII and part thereof including on the façade, terrace, compound wall and/or any other part of the Real Estate Project Phase VIII. The Promoter shall also be entitled to place, select and decide the hoarding / board sites.
- (viii) The Promoter shall be entitled to designate any spaces/ areas in the Real Estate Project Phase VIII (including on the terrace and ground/basement level of the building in the Real Estate Project Phase VIII) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee/s and other allottees of the apartments / flats / units in the Real Estate Project Phase VIII. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.

The above details along with the annexures to the RERA Certificate are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.

DD. The principal and material aspects of the development of the Whole Project as disclosed by the Promoter are briefly stated below:

- (i) The Whole Project is known as 'TEN X HABITAT Raymond Real-y'.
- (ii) The area of the Whole Project Land is approximately 55804.85 square meters which is to be developed in a phase-wise manner.
- (iii) The Whole Project shall comprise of 10 multi-storey buildings viz Wings A, B, C, D, E, F, G, H, J & K, Parking Wing, Club House and a retail wing, which shall be developed in phase-wise manner and shall be registered under provisions of RERA accordingly.
- (iv) As of now A,B,C,D,E,H,J and K wings are proposed to be comprised of Ground Floor plus 42 (forty-two) upper floors, G & F are proposed to be Ground Floor plus 51 upper floors or more as may be permissible. Further retail wing is proposed to be Basement plus Ground Floor plus First Floor and Car Parking wing is proposed to be Two Basement plus Ground Floor plus 1 to 10th Podium or more as may be required and/or as may be

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permissible. By the revised Comencement. Certificates dated 13th November 2021 the approval has been granted for (i) 22nd Floor to 42nd Floor for Wing E, (ii) Ground plus first floor for Tower F and G, (iii) Ground plus 1st to 42nd Floor for Tower H (iv) Basement, Ground floor and First Floor for retail wing and (iv) 2 Basement, Ground Floor and 1st to 9th floors (1st to 10th Podium) for parking wing. Presently, by the revised Comencement Certificates dated 26th December 2022 the approval has been granted for Tower F and G is Ground + 50th Floor. The Commencement certificates/Permissions shall be amended from time to time.

- (v) The Whole Project shall *inter-alia* comprise of buildings for residential users, residential tenements, dwelling units and premises of all kinds, for residential and/or any other authorized use, retail, Multilevel Car Parking, Club House and such other users as may be permitted from time to time.
- (vi) By the Building Permission/Comencement Certificate dated 22nd May 2018, the plans were sanctioned in respect of 0.85 base Floor Space Index ("FSI") i.e. 53,122.95 square meters, for consumption in the construction and development of the Whole Project. The Promoter proposes to eventually consume the entire FSI and further load TDR to increase the FSI that may be allowed under DCR applicable within the limit of TMC for construction and development of the Whole Project. The total proposed FSI to be consumed for Wing F is 36,323.41 sq. mts, out of which FSI of 1358.25 sq.mts. has been sanctioned.
- (vii) The Allottee/s has / have perused a copy of the entire layout ("**Disclosed Layout**"), which specifies the proposed tentative locations of the new / future / further buildings / towers to be constructed on the Whole Project Land, together with the proposed total FSI proposed to be utilized on the Whole Project as already disclosed ("**Proposed Potential**") and also the tentative locations where the common areas, facilities and amenities, reservations and other open and built-upon spaces are proposed to be situate.
- (viii) The Promoter shall be entitled to put up hoardings / boards of its Brand Name, in the form of neon signs, MS letters, vinyl and sun boards on the Whole Project and on the façade, terrace, compound wall or other part of the buildings / towers as may be developed on the Whole Project Land from time to time. The Promoter shall also be entitled to place, select and decide the hoarding / board sites in its sole discretion.
- (ix) The nature of the development of the Whole Project will be phase-wise and would constitute a mixture of users as may be permissible under applicable law from time to time.
- (x) The common areas, facilities and amenities including the multilevel car parking wing, club house, that is contemplated to be constructed, developed and provided in the Whole Project, are listed in **Annexure "H-1"** hereto and is hereafter referred to as the ("**Whole Project Amenities**"). The Whole Project Amenities that may be constructed will be usable by the Allottee/s and other allottees of Phase VIII and all the allottees of the

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Whole Project. However the allottees of the Whole Project shall not be entitled to use the Real Estate Project Phase VIII amenities, save and except as disclosed in Annexure H. The **Annexure H** and **H-1** also set out the tentative location where it may be constructed, if any, the tentative stagewise and time schedule of its development, including their architectural and design standard. These common areas, facilities and amenities are to be constructed in phase-wise manner, therefore though possession of the said Premises shall be handed over on receipt of Occupation Certificate in respect of said Building, but such Amenities may be available for use and enjoyment, only at a later date, as tentatively, set out in **Annexure H and H-1 respectively**.

- (xi) The Promoter shall be entitled to aggregate any contiguous land parcel with the development of the Whole Project/Larger Land, as provided under the Proviso to Rule 4(4) of the RERA Rules.
- (xii) The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the Whole Project/Larger Land (defined below), in full or in part, as may be required under applicable law from time to time.
- EE. The above details and further aspects of the proposed Future and Further Development of the said Whole Project Land/ Larger Land are available for inspection on the website of the Authority and with the Promoter ("**Proposed Future and Further Development of the said Whole Project**").
- FF. The Promoter has the right to sell the Flats/Units/Premises in the Real Estate Project Phase VIII and to enter into this Agreement with the Allottee/s of the said Premises and to receive the Sale Consideration in respect thereof.
- GG. On demand from the Allottee/s, inspection has been given to the Allottee of all the documents of title relating to the said Larger Land /Whole Project Land and the plans, designs and specifications prepared by Licensed Counsultants, and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including *inter alia* the following:
- (i) All the title deeds and documents in relation to the Larger Land.
- (ii) All the approvals and sanctions of all the relevant authorities issued till date for the development of the Real Estate Project Phase VIII including the layout plan, building plan, floor plan and the commencement certificate;
- (iii) Title Certificate dated 28th September 2021 issued by Advocates and Solicitors, Wadia Ghandy & Co.
- (iv) Copies of the deeds, documents and writings referred to in the said Title Certificate;
- (v) The authenticated copies of the 7/12 Extracts of each of the lands forming part of the Larger Land; showing the nature of title of Promoter, is annexed hereto and marked as **Annexure "I" (collectively)**;

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- (vi) The present Sanctioned Layout Plan of the Whole Project and all other permissions and approvals obtained including Environment Clearance, Fire NOC, High Rise and others;
- (vii) The floor plan with demarcating the said Premises is annexd hereto as **Annexure J**.
- HH. The carpet area (as defined under RERA) of the said Premises is **59.62** square meters, equivalent to approximately **642** square feet and the area of exclusive usage of balcony is admeasuring **28** square feet.
- II. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project Phase VIII and only upon the due observance and performance of which the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project Phase VIII and other several buildings of the project ,shall be granted by the competent authority.
- JJ. Further, (i) the requisite approvals and sanctions for the development of the Real Estate Project Phase VIII from the competent authorities are obtained / being obtained and (ii) the approvals and sanctions from other relevant statutory authorities, are applied for and/or in the process of being obtained and/or have been obtained by Promoter.
- KK. Promoter shall commence the construction of the Real Estate Project Phase VIII in accordance with the sanctioned plans, proposed plans and the approvals and permissions, as referred hereinabove.
- LL. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinater.
- MM. The Promoter have agreed to sell to the Allottee/s and the Allottee/s has / have agreed to purchase and acquire from the Promoter, the said Premises in the Real Estate Project Phase VIII for an aggregate price of **Rs.14563422/- (Rupees One Crore Forty Five Lakhs Sixty Three Thousand Four Hundred Twenty Two Only)** ("**Sale Consideration**") and upon the terms and conditions mentioned in this Agreement, along with right to use and enjoy the Real Estate Project Phase VIII Amenites and Whole Project Amenities as set out in Annexures H and H-1 herein. Prior to the execution of these presents, the Allottee/s has / have paid to Promoter a sum of **Rs. 1441779/- (Rupees Fourteen Lakhs Forty One Thousand Seven Hundred Seventy Nine Only)**, being part payment of the Sale Consideration of the said Premises agreed to be sold by the Promoter to the Allottee/s as advance payment (the payment and receipt whereof the Promoter doth hereby admit and acknowledge and of and from the same doth forever release and discharge the Allottee/s forever).
- NN. Under Section 13 of RERA, the Promoter is required to execute a written Agreement for Sale of the said Premises with the Allottee/s, i.e., this Agreement and is also required to register this Agreement under the provisions of the Registration Act, 1908.

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In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agree to sell and the Allottee/s hereby agree/s to purchase and acquire the said Premises.

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

1. The above Recitals, all Schedules and Annexures herein shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.
2. The Promoter shall construct the said Building known as F Wing having Ground Floor plus 51 upper floors or more as may be permissible, of the Real Estate Project Phase VIII, in accordance with the plans, designs and specifications as referred hereinabove and as approved by the TMC and/or the other competent authorities from time to time. The Real Estate Project Phase VIII shall have the common areas, facilities and amenities that may be usable by the Allottee/s, and to be shared with other allottee/s of Real Estate Project Phase VIII as are listed in Annexure H, with tentative completion dates.

PROVIDED THAT Promoter shall have to obtain the prior consent, in writing, of the Allottee/s in respect of any variations or modifications which may adversely affect the said Premises of the Allottee/s, except any alteration or addition required by any Government authorities or due to change in law or any change as contemplated by any of the disclosures already made to the Allottee/s.

3. Purchase of the said Premises and Sale Consideration:

- (i) The Allottee/s hereby agree/s to purchase and acquire from the Promoter and the Promoter hereby agree to sell to the Allottee/s the Premises No. 4705 of the 2BHK Zion type admeasuring 59.62 square meters equivalent to 642 square feet carpet area as per RERA **alongwith right of user of one car parking space and exclusive usage of a balcony admeasuring 28 square feet**, on the 47th floor of F Wing/ Building in the Real Estate Project Phase VIII i.e., the said Premises, as more particularly described in the Third Schedule and as shown on the floor plan annexed and marked "J" hereto, at and for the Sale Consideration/Agreement Value of **Rs. 14563422/- (Rupees One Crore Forty Five Lakhs Sixty Three Thousand Four Hundred Twenty Two Only)**. The said Premises shall contain the internal fittings, fixtures and amenities within it as set out in the **Annexure H-2 herein**.
- (ii) The Allottee/s has paid before the execution of this Agreement a sum of **Rs. 1441779/- (Rupees Fourteen Lakhs Forty One Thousand Seven Hundred Seventy Nine Only)** [not exceeding 10% (Ten percent) of the Sale Consideration] as part consideration to the Promoter and hereby agrees to pay to Promoter the balance amount of Sale Consideration/Agreement Value of **Rs. 13121643/- (Rupees One Crore Thirty One Lakhs Twenty One Thousand Six Hundred Forty Three Only)** as per the payment schedule mentioned in **Annexure K** annexed herein. The Sale Consideration mentioned in **Annexure K** to be paid by

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the Allottee/s has been determined and agreed between the Parties on the basis that the Allottee/s are liable to make payment of instalments of the Consideration at the time and manner mentioned in this Agreement and the Allottee/s having granted their irrevocable and binding consent to make any such variations, alterations, amendments or deletions as may be permissible under the provisions of law. In the event that the Allottee/s withdraw their consent or in the event the validity of the consents or the time and manner of payment of instalments of the Consideration is challenged, then the amount of Consideration under "Annexure K" shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Promoter due to such consent not being granted to the Promoter.

- (ii) The Promoter shall issue a notice to the Allottee/s intimating the Allottee/s about the stage-wise completion of the Real Estate Project Phase VIII as detailed in the Payment Schedule annexed herein (the payment at each stage is individually referred to as the "Installment" and collectively referred to as the "Installments"). The payment shall be made by the Allottee/s on or before the due date as mentioned in the demand letter of Promoter for making a demand for the payment of the Instalment, time being the essence of the contract.
- (v) Cheque bounce charges, of an amount of **Rs.1000/-** (Rupees One Thousand Only) including applicable taxes, will be payable by the Allottee/s, if on account of a cheque issued pursuant to this Agreement, is not honoured for any reason whatsoever, including for reasons such as 'insufficient funds', 'stop payment' or 'account closed'. This amount will be added in the next demand.
- (v) The payment by the Allottee/s in accordance with Clause 3(ii) & (iii) is the basis of the Sale Consideration and is one of the principal, material and fundamental terms of this Agreement (time being the essence of this Agreement). The Promoter have agreed to allot and sell the said Premises to the Allottee/s at the Sale Consideration *inter alia* because of the Allottee/s having agreed to pay the Sale Consideration in the manner more particularly detailed in Clause 3(ii) herein written. All the Instalments payable in accordance with this Agreement with respect to the completion of the stage of construction on the date of signing of this Agreement shall be paid by the Allottee/s simultaneously on the execution of this Agreement.
- (vi) The Sale Consideration/ Agreement Value excludes taxes (consisting of tax paid or payable by way of Goods and Service Tax ("GST") and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the construction / development of the Real Estate Project Phase VIII and/or with respect to the said Premises and/or amenities and common amenities. It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement

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and/or on the transaction contemplated herein by whatsoever name / nomenclature and / or in relation to the said Premises, shall be borne and paid by the Allottee/s alone and Promoter shall not be liable to bear or pay the same or any part thereof.

- (vii) The Sale Consideration excludes all costs, charges and expenses including but not limited to stamp duty, registration charges, out-of-pocket expenses and/or incidental charges in connection with the documents to be executed for the sale of the said Premises including on this Agreement and expenses on all documents for sale and/or transfer of the said Premises, including applicable stamp duty and registration charges on this Agreement, which shall all be borne and paid by the Allottee/s alone and Promoter shall not be liable to bear or pay the same or any part thereof.
- (viii) The Sale Consideration/Agreement Value is escalation-free, save and except escalations / increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertake and agree that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation/demand, published / issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- (ix) It is clarified that after receipt of Occupation Certificate from the TMC, if there is any change in the carpet area, subject to a variation cap of 3% (three percent), the total Sale Consideration/Agreement Value payable on the basis of the carpet area of the said Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit of 3%, then, Promoter shall refund the excess money paid by Allottee/s within 45 (forty five) days with an annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, Promoter shall demand additional amount from the Allottee/s towards the Sale Consideration, which shall be payable by the Allottee/s prior to taking possession of the said Premises. It is clarified that the payments to be made by Promoter/ Allottee/s, as the case may be, under this Clause, shall be calculated considering the Sale Consideration/Agreement Value as agreed in Clause 3(i) above.
- (x) The Allottee/s authorises the Promoter to adjust/appropriate all payments made by him/her/it/them under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his/her/its/their payments in any manner.
- (xi) In addition to the carpet area of the said Premises, there are certain common areas and facilities such as the refuge areas, staircases,

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