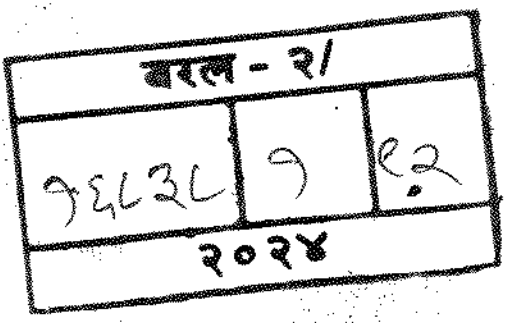


| मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव) | | | | | |
|--|--------------------------|-----------------------------|------------------------|------------------|---------------------------|
| Valuation ID | 20241007298 | 07 October 2024,09:46:40 AM | | | |
| मूल्यांकनाचे वर्ष | 2024 | | | | |
| जिल्हा | मुंबई(उपनगर) | | | | |
| मूल्य विभाग | 77-आकुर्ली (बांधीवली) | | | | |
| उप मूल्य विभाग | रस्ता : दुसऱ्या महामार्ग | | | | |
| खर्च नंबर / व. भू. क्रमांक : | सि.टी.एस. नंबर#163 | | | | |
| वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु. | | | | | |
| खुली जमीन | निवासी सदनिका | कार्यालय | दुकाने | औद्योगिक | मोजमागनाचे शक्य चौकस मीटर |
| 67720 | 146880 | 168910 | 185200 | 146880 | |
| बांधीव क्षेत्राची माहिती | | | | | |
| बांधकाम क्षेत्र(Built Up)- | 38.76चौरस मीटर | मिळकतीचा वापर- | निवासी सदनिका | मिळकतीचा प्रकार- | बांधीव |
| बांधकामाचे वर्गीकरण- | 1-आर सी सी | मिळकतीचे वय- | 0 TO 2वर्षे | बांधकामाचा दर - | Rs.30250/- |
| उद्देशाने सुविधा- | अवहे | मजला - | 1st floor To 4th floor | | |
| रस्ता सन्मुख - | | | | | |
| Sale Type - First Sale | | | | | |
| Sale/Resale of built up Property constructed after circular dt.02/01/2018 | | | | | |
| मजला निहाय पट/वाढ = 100% apply to rate= Rs.146880/- | | | | | |
| पसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर =(((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * पसा-यानुसार टक्केवारी)+ खुल्या जमिनीचा दर) | | | | | |
| = (((146880-67720) * (100 / 100))+67720) | | | | | |
| = Rs.146880/- | | | | | |
| A) मुख्य मिळकतीचे मूल्य = खोल प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र | | | | | |
| = 146880 * 38.76 | | | | | |
| = Rs.5693068.8/- | | | | | |
| Applicable Rules = .10,4 | | | | | |
| एकत्रित अंतिम मूल्य = मुख्य मिळकतीचे मूल्य + गळपाचे मूल्य + पर्यटन मजला क्षेत्र मूल्य + स्थानिक मजलीचे मूल्य + खोल धर्मार्थ मूल्य + वसिले वारस मजलीचे मूल्य + खुल्या जायतीवरील वारस मजलीचे मूल्य + इतर मजलीचे मूल्य + खोला जमिनीचे मूल्य + वसिले जायतीचे + पर्यटन मजलीचे मूल्य | | | | | |
| = A + B + C + D + E + F + G + H + I + J | | | | | |
| = 5693068.8 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 | | | | | |
| =Rs.5693068.8/- | | | | | |

Home Print



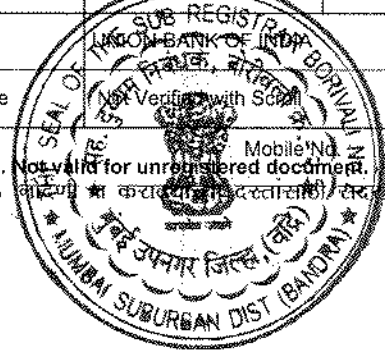


CHALLAN
MTR Form Number-6



| | | | | | | | | |
|-----------------------------|--------------------|---------|---------------|--|--|---------------------|---------|------|
| GRN | MH008917483202425E | BARCODE | [Barcode] | | Date | 27/09/2024-17:28:49 | Form ID | 25.2 |
| Department | | | | | Inspector General Of Registration | | | |
| Type of Payment | | | | | Registration Fee | | | |
| Office Name | | | | | BRL2_JT SUB REGISTRAR BORIVALI 2 | | | |
| Location | | | | | MUMBAI | | | |
| Year | | | | | 2024-2025 One Time | | | |
| Payer Details | | | | | Full Name | | | |
| Stamp Duty | | | | | TAX ID / TAN (If Any) | | | |
| Registration Fee | | | | | PAN No.(If Applicable) | | | |
| Full Name | | | | | SUNITA RODRIGUES | | | |
| Flat/Block No. | | | | | FLAT NO 202 2ND FLOOR C WING ENSO | | | |
| Premises/Building | | | | | SANZA BUILDING | | | |
| Account Head Details | | | Amount In Rs. | | Road/Street | | | |
| 0030045501 Stamp Duty | | | 327500.00 | | VADARPADA ROAD NO 2 HANUMAN NAGAR | | | |
| 0030063301 Registration Fee | | | 30000.00 | | Area/Locality | | | |
| | | | | | KANDIVALI EAST MUMBAI | | | |
| | | | | | Town/City/District | | | |
| | | | | | PIN | | | |
| | | | | | 4 0 0 1 0 1 | | | |
| Remarks (If Any) | | | | | SecondPartyName=MESSRS SAI AASTHA DEVELOPERS- | | | |
| Total | | | 3,57,500.00 | | Amount In | | | |
| | | | | | Three Lakh Fifty Seven Thousand Five Hundred Rupee | | | |
| | | | | | Words | | | |
| | | | | | s Only | | | |
| Payment Details | | | | | FOR USE IN RECEIVING BANK | | | |
| UNION BANK OF INDIA | | | | | Bank CIN | | | |
| | | | | | Ref. No. | | | |
| | | | | | 02901792024092797476 | | | |
| | | | | | 526888879 | | | |
| Cheque/DD No. | | | | | Bank Date | | | |
| | | | | | RBI Date | | | |
| | | | | | 27/09/2024 17:30:32 | | | |
| | | | | | Not Verified with RBI | | | |
| Name of Bank | | | | | Bank-Branch | | | |
| Name of Branch | | | | | Scroll No. , Date | | | |

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
यादर चलन केवल दुरयम निबधक कार्यालयात भोदणी करावयाच्या दस्तासाठी लागू आहे. यादर * कार्यालयात दस्तासाठी * येर चलन लागू नाही.



बरल - २/
Print Date 27-09-2024 05:30:43
9224 2 22
२०२४

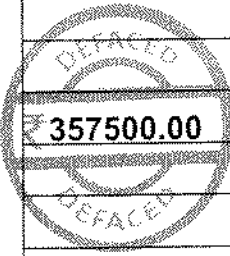


CHALLAN
MTR Form Number-6

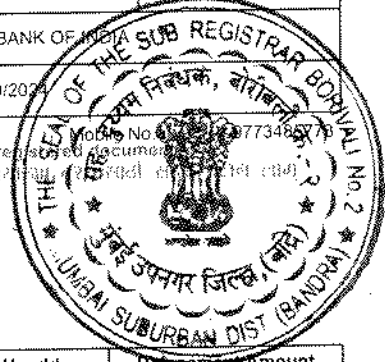


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|-----------------|-----------------------------------|---------|--|------------------------|-----------------------------------|---------|------|
| GRN | MH008917483202425E | BARCODE | | Date | 27/09/2024-17:28:49 | Form ID | 25.2 |
| Department | Inspector General Of Registration | | | Payer Details | | | |
| Type of Payment | Stamp Duty Registration Fee | | | TAX ID / TAN (If Any) | | | |
| Office Name | BRL2_JT SUB REGISTRAR BORIVALI 2 | | | PAN No.(If Applicable) | | | |
| Location | MUMBAI | | | Full Name | SUNITA RODRIGUES | | |
| Year | 2024-2025 One Time | | | Flat/Block No. | FLAT NO 202 2ND FLOOR C WING ENSO | | |
| | | | | Premises/Building | SANZA BUILDING | | |

| Account Head Details | Amount In Rs. | Road/Street | Area/Locality | Town/City/District | PIN |
|-----------------------------|---------------|---|--|--------------------|-------------|
| 0030045501 Stamp Duty | 327500.00 | VADARPADA ROAD NO 2 HANUMAN NAGAR | KANDIVALI EAST MUMBAI | | 4 0 0 1 0 1 |
| 0030063301 Registration Fee | 30000.00 | | | | |
| | | Remarks (If Any) | | | |
| | | SecondPartyName=MESSRS SAI AASTHA DEVELOPERS- | | | |
| | | Amount In | Three Lakh Fifty Seven Thousand Five Hundred Rupee | | |
| | | Words | s Only | | |
| Total | 3,57,500.00 | | | | |



| | | | | |
|-------------------|---------------------|----------|---------------------------|------------|
| Payment Details | UNION BANK OF INDIA | | FOR USE IN RECEIVING BANK | |
| Cheque/DD Details | Bank CIN | Ref. No. | 02901792024092797476 | 526888879 |
| Cheque/DD No. | Bank Date | RBI Date | 27/09/2024-17:30:32 | 30/09/2024 |
| Name of Bank | Bank-Branch | | UNION BANK OF INDIA | |
| Name of Branch | Scroll No. , Date | | 1, 30/09/2024 | |



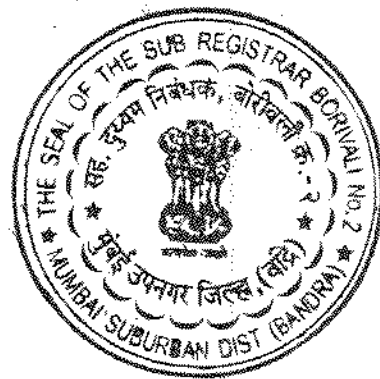
Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered documents.
वर्क नंबर ३६७-१६८३८

Digitally signed by DS
DIRECTORATE OF ACCOUNTS
AND TREASURY, MUMBAI 02
Date: 2024.10.07 11:48:15 IST
Reason: GRAS Secure Document
Location: India

Challan Defacement Details

| Sr. No. | Remarks | Defacement No. | Defacement Date | UserId | Defacement Amount |
|---------|----------------|------------------|---------------------|--------|-------------------|
| 1 | (IS)-367-16838 | 0005145953202425 | 07/10/2024-11:36:35 | IGR191 | 30000.00 |

बरल - २/
१६८३८
२०२४



AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** ("Agreement") is made and executed at Mumbai on this 07th day of October in the year Two Thousand and Twenty-Four;

BETWEEN

M/s. SAI AASTHA DEVELOPERS, a partnership firm, registered under the provisions of Indian Partnership Act, 1932, having its office at 901, Links Building, 9th Floor, Corner of 14th Road and Khar Pali Road, Khar (West), Mumbai - 400052, hereinafter referred to as "**THE PROMOTERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the present and future partners of the said firm their respective heirs, executors, administrators and assigns) of the FIRST PART;

AND

Ms. Sunita Rodrigues residing and having address Bungalow 104, 1st Floor, St Anthony Rd, Opp Pooja Apts, Behind Remedy School, Poinsur, Kandivali West, Mumbai - 400067, hereinafter referred to as the "**Purchaser/s**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an **Individual** his / her / their heirs, executors, administrators and permitted assigns, in case of a **Partnership Firm / LLP**, the partner or partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors, administrators and permitted assigns of the last surviving partner, in case of a Company its successors and permitted assigns, in case of a **Hindu Undivided Family**, the Karta and members for the time being and from time to time of the coparcenary and survivor/s of them and the heirs, executors, administrators and permitted 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 permitted assigns) of the SECOND PART;

The Promoter and the Purchaser/s, wherever the context so requires, are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**".

WHEREAS:

- A. The State of Maharashtra is the Owner of a larger property bearing CTS No. 163A/2, also referred as 163A (pt) of Village Akurli, Taluka Borivali, Mumbai Suburban District, admeasuring more than 598000 sq. mtrs. or thereabout, within the registration District of Mumbai Suburban. The name of the State of Maharashtra is recorded in the Property Register Card (PRC) in respect of the said C.T.S. No. 163A/2. A copy of the Property Register Card in respect of the Larger Property is annexed hereto as Annexure "A";

| | | |
|--------|---|----|
| 163A/2 | | |
| 92624 | 4 | 82 |
| 2024 | | |

Promoters

Purchaser

- B. A portion of the aforesaid larger property, i.e. an piece and parcel of land bearing CTS No. 163A/2 (pt) of Village Akurli, Taluka Borivali, admeasuring 3562.60 sq. meters or thereabout lying, being and situate at Vadarpada Road No. 2, Hanuman Nagar, Kandivali (East), Mumbai Suburban District, within the registration District of Mumbai Suburban (hereinafter referred to as "**the said Property**"), more particularly described in the **First schedule** hereunder written is censused as 'Slum' on the records of MHADA. There are total 184 structures in the said slum colony. The local name of the Slum Colony is Hanuman Nagar, and the name of the society of the Slum Dwellers is Sainath SRA Co-operative Housing Society Limited (hereinafter referred to as "**the said Society**");
- C. The said Society (then proposed) called a meeting of its members/hutment dwellers on 15.01.2006 in which appointed the Promoters/Managing Committee of the Society and also appointed the Promoters to redevelop the said Property as Slum under Regulation 33 (10) read with Appendix (iv) of the Development Control Regulations, 1991.
- D. By and under a Development Agreement dated 10.05.2006 made between the Promoters herein therein referred to as the Party of the First Part, and the said Society therein referred to as the Party of the Other Part, whereunder the said Society appointed the Promoters as a Promoters to redevelop the said Property, on the terms and conditions mentioned therein.
- E. The said Society also executed a General Power of Attorney dated 07.04.2006 in favour of the Partners of the Promoters to do various acts, deeds and things in respect of redevelopment of the said Property as Slum.
- F. Pursuant to the aforesaid a proposal for redevelopment of the said Property was submitted to the SRA for Approval.

Annexure - II dated 22.08.2007 is issued by Chief Officer, MHADA, by which certified list of total slum tenements standing on the said Property and certification of the slum tenements / slum dwellers eligible for rehabilitation as per the Maharashtra Slum Act read with applicable D. C. Regulations.

Approving the Slum rehabilitation Scheme on the said Property, SRA issued in favour of the Developer, the Letter of Intent bearing No. SRA/ENG/1673/RS/STGL/LOI dated 20.05.2014 in which the Promoters name is shown as 'Developers' and records the salient features of the said Slum Scheme on the said Property and the terms and conditions for Development of the said Property as 'Slum', in read with the revised amendments to Letter of Intent dated 04.10.2017 and further amendments to Letter of Intent dated 06.01.2021 (hereinafter collectively referred to as "**Letter of Intent**") has been procured.

- I. The plans, specifications, elevations, sections and other details of the Rehab Building have been duly approved and sanctioned by SRA and Intimation of Approval dated 08.12.2014 bearing reference no. SRA/ENG/3167/RS/STGL/AP, read with the revised amendments to Intimation of Approval dated 07.10.2017 and further amendments to Intimation of Approval dated 12.01.2021 (hereinafter collectively referred to as "**DA for Rehab Building**") has been procured and a Commencement Certificate dated 13.04.2016 bearing No. SRA/ENG/3167/RS/STGL/AP has been issued by SRA in respect of the Rehab Building and the validity thereof has been extended from time to time by SRA by way of subsequent endorsement/s made thereon. The aforesaid Commencement Certificate dated 13.04.2016 read with the subsequent endorsements dated 07.10.2017 and 12.01.2021 thereon are hereinafter collectively referred to as "**Commencement Certificate for Rehab Building**".

- J. The plans, specifications, elevations, sections and other details of the Sale Building have been duly approved and sanctioned by SRA and Intimation of Approval dated 12.10.2017 bearing reference no. RS/STGOVT/0019/20061020/AP/S, read with the revised amendments to Intimation of Approval dated 02.02.2021 (hereinafter collectively referred to

Promoters

Purchaser

as "IOA for Sale Building") has been procured and a Commencement Certificate bearing No. RS/STGOVT/0019/20061020/AP/S dated 05.02.2021 has been issued by SRA for construction in respect of the Sale Building. The aforesaid Commencement Certificate read with the subsequent endorsements thereon hereinafter collectively referred to as "Commencement Certificate for Sale Building". Copies of the IOA and Commencement Certificate for Sale Building are hereto annexed and marked as Annexures "B" and "C" respectively.

- K. As per the sanctioned / approved layout in respect of the proposed development of the Project Land bearing no. SRA/ENG/RS/STGL/0019/2006120/LAY dated 31.03.2021 issued by the SRA (hereinafter referred to as "the Layout Plan"), the Promoters propose to construct one Rehab Building ("Rehab Building") for providing permanent alternate accommodation to the members/hutment dwellers on the part of the said Property and also proposes to construct one Building comprising of Sale Component ("Sale Building") on the part of the said Property, hereinafter referred to as "the Project Land", more particularly described in the **Second Schedule** hereunder written. A copy of Layout Plan is annexed hereto and marked as **Annexure "D"**.
- L. The Project comprises of a sale building with four wings, Shops on the ground floor, 1st to 23 habitable upper floors and the amenities area in accordance with the plans approved / to be approved, from time to time, by the Sanctioning Authorities (hereinafter referred to as the "Project"). However, the Promoters have informed the Purchaser that the Promoters may become entitled to further FSI on the Project Land ("Proposed FSI"), in which case additional floor/s will be constructed.
- M. The Promoters have presently engaged the service of Mr. Mehul Vaghela of M/s. Creative Consultancy as Liaisoning Architect for the Project. The Promoters have presently engaged the service of M/s. P. T. Gala Construction as structural engineers for the preparation of the structural designs and drawings of the Project.
- N. Sudam Borkar & Associates, Advocates has issued Title Report dated 24.05.2021 in respect of the said Property. The copy of the said Title Report is annexed hereto and marked as **Annexures "E"**.
- O. The Purchaser/s demanded from the Promoter and the Promoter has given inspection to the Purchaser/s of all the documents of title regarding the Property, plans and designs, specifications, approvals and such other documents with respect to the Project as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act"), including but not limited to the following:
- (i) the common areas, facilities and amenities in the Project that may be usable by the Purchaser/s along with other purchasers in the Project and are listed in the **Annexure "F"** hereto ("**Common Amenities of the Project**"); and
 - (ii) Internal fixtures, fittings, facilities and amenities of the flat/shop/unit to be purchased by the Purchaser/s, as annexed as **Annexure "G"** hereto.
- P. The Promoters had availed loan/ financial facility from Dewan Housing Finance Limited ("**DHFL**") against the security of the saleable flats/shops/units in the building of the said Project, for undertaking the proposed construction of the Project. The Promoters have repaid the loan amount and have obtained No Dues letter dated 02.05.2022 in respect of the said Loan Account of DHFL. The Promoter shall further be entitled to avail financial facility from such banks/financial institutions as it may deem fit, provided that such charge/mortgage does not in any way affect the rights of the Purchaser in respect of the Flat (defined below). The copy of the said No Dues letter annexed hereto and marked as **Annexures "K"**

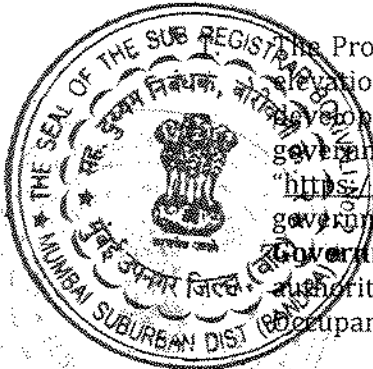


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Promoters

Purchaser

- Q. The Purchaser/s has/have prior to the execution of this Agreement visited and inspected the site of construction of the Project and has at his/her/their/its own, cost, charge and expense carried out due diligence in respect of the Property (including the Project Land) and rights of the Promoter and after satisfying himself / herself / themselves / itself about the title of the Promoter thereto and the Purchaser/s having accepted the same, the Purchaser/s has / have entered into this Agreement with the Promoter and the Purchaser/s hereby agrees not to further investigate the title of the Promoter and/or raise any requisitions or objections of any nature whatsoever and howsoever in respect of the title of the Promoter to the Project Land at any time in future.
- R. The Purchaser/s is / are aware that the marketing collaterals provided by the Promoter to the Purchaser/s in respect of the Project contained materials / pictorial depictions in the nature of artists' impressions and the same would differ on actual basis. The Purchaser/s undertakes not to raise any objections with respect to any difference in the Project from such marketing collaterals.
- S. The Purchaser has further been informed that in terms of the DCR prevailing as on date, additional development potential in the form of TDR shall accrue on various accounts. The Purchaser has been informed and is aware that such TDR may or may not be utilised by for the purposes of development of the Project and shall belong solely to the Promoters. The Purchaser acknowledges the above and has agreed to enter into this Agreement, based on the express understanding contained herein.



The Promoter has procured certain approvals to the plans, specifications, elevations, sections from the concerned government authorities for development of the Project, as has been disclosed under the Act on the government portal / website, presently being "<https://maharera.mahaonline.gov.in/>" or such other website, as the government may prescribe from time to time (hereinafter referred to as "**the Government Portal**") and shall obtain the balance approvals from various authorities from time to time so as to carry out construction and obtain the Occupancy Certificate in respect of the Project.

- U. The Purchaser being fully satisfied in respect of the title of the Property and all permissions, plans etc. and all the representations made by the Promoters and rights of the Promoters, has approached the Promoters and applied for allotment of Flat No. **202** admeasuring **35.24** Square meters (RERA Carpet Area) on the **2nd** floor and shown on the plan (hereinafter referred to as "**the Flat**") in the **C** wing of the building known as "**Enso Sanza**" (hereinafter referred to as the "**said Building**") of the Project and more particularly described in the **Third Schedule** hereunder written and shown hatched in red colored lines on the floor planannexed hereto and marked as **Annexure "H"**.

V. **बबल** Purchaser hereby expressly confirms that he/she/they, has/have entered into this Agreement with full knowledge, implication, effect etc. of various terms and conditions contained in the documents, plans, orders, schemes or the terms and conditions appearing hereinafter.

- W. It is clarified that the building plans, amenities area and the layout plans though approved by the Sanctioning Authorities, are tentative and can be changed and / or revised or amended as per the requirements of the Promoters for the betterment of the Project and/or for making such changes as required by the government authorities and/or as disclosed under this

 Promoters

 Purchaser

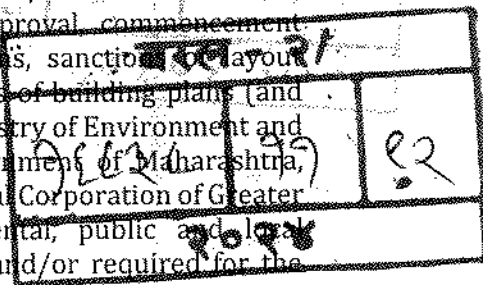
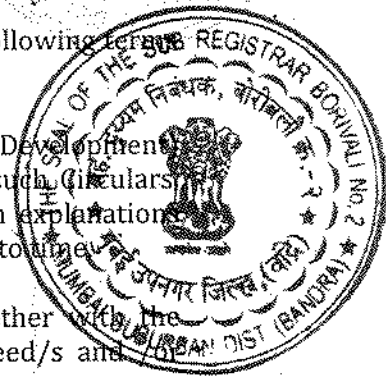
Agreement as Proposed Layout Plans and which may be ultimately approved / sanctioned by the Sanctioning Authorities and other concerned public bodies and authorities. The Purchaser acknowledges the right of the Promoters to amend / revise the building plans and the lay out plans in the interest of the Project and hereby accords its irrevocable consent to the Promoters in respect of the same under the provisions of the Act and the rules made thereunder from time to time.

- X. The rights of the Purchaser under this Agreement, unless otherwise specified, are restricted to the Flat hereby agreed to be purchased by the Purchaser from the Promoters as stipulated herein.
- Y. The Promoters has registered the Project under the provisions of the said Act i. e. Real Estate (Regulation & Redevelopment) Act, 2016 (with the Real Estate Regulatory Authority at Maharashtra under No. P51800013955. Section 13 of the said Act requires the Promoters to execute a written Agreement for Sale of said Flat with the Purchaser/s, being in fact these presents and to register said Agreement under the Registration Act, 1908.
- Z. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sell and the Purchaser/s hereby agrees to purchase the said Flat at or for an agreed lumpsum aggregate consideration of **Rs. 65,46,296/- (Rupees Sixty Five Lakh Forty Six Thousand Two Hundred Ninety Six Only)** (hereinafter referred to as "**the Sale Consideration**") and the Purchaser/s has agreed to pay to the Promoters the Sale Consideration in the manner hereinafter appearing;

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

1. DEFINITIONS

- 1.1 In this Agreement, unless repugnant to the context, the following terms shall have the following meaning:
- 1.1.1 "**Act**" means and includes the Real Estate (Regulation and Development) Act, 2016, the Rules as applicable to Maharashtra and such Circulars, Notifications, Office Orders, Orders, Clarification or such explanation that may be issued by the Competent Authority from time to time.
- 1.1.2 "**Agreement**" shall mean this Agreement for Sale together with the Schedules and the Annexures hereto and any other deed/s and document/s executed in pursuance hereof.
- 1.1.3 "**Approvals**" shall mean all licenses, permits, approvals, sanctions and consents obtained / to be obtained from the competent authorities to develop the Project including but not limited to all approvals, permissions, sanctions, orders, no-objection certificates, resolutions, authorizations, consents, licenses, exemptions, letters of intent, annexures to all approvals, intimations of approval, commencement certificates, occupation certificates, notifications, sanctioned layout plans (and any amendments thereto), sanctions of building plans (and any amendments thereto), approvals of the Ministry of Environment and Forests ("**MOEF**"), Central Government, Government of Maharashtra, Slum Rehabilitation Authority ("**SRA**"), Municipal Corporation of Greater Mumbai ("**MCGM**") and all other governmental, public and local authorities and bodies, as may be applicable and/or required for the



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development of the Project by utilization and consumption of the available Floor Space Index ("FSI") and the Transferable Development Rights ("TDR") and fungible / premium FSI (by whatever name called) that may be loaded on the Project in accordance with the DCPR (as defined hereunder).

- 1.1.4 "Building" shall mean sale building/s comprising of 4 (Four) wings to be constructed on the Project Land comprising of ground / stilt plus [23] or more/less habitable floors, forming part of the Project to be developed on the Project Land.
- 1.1.5 "Common Amenities of the Project" shall mean the common areas and common amenities, facilities, infrastructure, recreation areas and such other services as are available to and / or in respect of the Project, which are to be used by the Purchaser/s along with other occupants / holders of the residential flats / shops / other tenements of the Project and are more particularly listed in Annexure "F" annexed to this Agreement.
- 1.1.6 "Carpet Area" shall mean Rera Carpet Area as defined in the said Act.
- 1.1.7 "DCPR" shall mean Development Control and Promotion Regulations for Greater Mumbai, 2034 as applicable to Mumbai and as amended from time to time and such Circulars, Notifications, Office Orders, Orders, Clarification or such explanations that may be issued by the competent authority from time to time.

"Flat" means Flat No. 202 admeasuring 35.24 square meters (Carpet Area) (as per RERA), on the 2nd floor, wing C of the Building Enso Sanza and more particularly described in the Third Schedule hereunder written and shown delineated by red coloured hatched line on the floor plan annexed hereto and marked as Annexure "H", to this Agreement.


"FSI" means Floor Space Index (including future FSI, fungible FSI by whatever name called which will be available by paying premium or otherwise) as defined under DCPR.


- 1.1.10 "Liquidated Damages" shall mean an amount equivalent to 20% of the Total Consideration as defined in this Agreement.
- 1.1.11 "Organisation" shall mean the ultimate organisation to be formed in the manner contemplated in clause No. 13 herein below.
- 1.1.12 "Other Charges" shall mean the amounts payable by the Purchaser/s in respect of the Flat towards advance maintenance charges of the Building and the Project, Municipal Assessment Tax, Society formation expenses and share application money, as more particularly set out in Annexure "J" to this Agreement.

1.1.13 "Sanctioning Authorities" means the SRA and/or any other concerned authority which sanctions the plans, grants permission, etc. for commencement and completion of the construction of the Project.

1.1.14 "Taxes" shall mean such taxes as may be imposed on the Total Consideration, Other Charges including but not restricted to GST alone, or such other taxes under any head, as may be applicable or as may be imposed at such rates, by the concerned authorities, from time to time, in terms of this agreement;

1.1.15 "TDR" means Transferable Development Rights as defined under the DCPR;


Promoters


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1.1.16 "Total Consideration" shall mean the amounts payable/agreed to be paid by the Purchaser/s for purchase of the Flat only to the Promoter as set out in this Agreement.

2. INTERPRETATION AND CONSTRUCTION

2.1 Unless the context otherwise requires:

2.1.1 All references in this Agreement to statutory provisions shall be construed as meaning and including references to:-

- (a) any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
- (b) all statutory instruments or orders made pursuant to a statutory provision; and
- (c) any statutory provision of which these statutory provisions are a consolidation, re-enactment or modification.

2.1.2 Any reference to the singular shall include the plural and any reference to the plural includes the singular and words imparting the masculine gender shall include the feminine gender and neutral gender and vice versa.

2.1.3 The expression "month" and "year" shall be to the calendar month and calendar year.

2.1.4 Reference to 'days' or 'dates' which do not fall on a working day, shall be construed as reference to the day or date falling on the immediately subsequent working day.

2.1.5 References to person(s) shall include body(ies) corporate, unincorporated association(s), partnership(s), LLP(s), trusts, Hindu undivided family(ies), sole proprietorship concern(s) and organization or entity, whether incorporated or not.

2.1.6 The headings in this Agreement are for convenience of reference only and shall not be taken into consideration in the interpretation or construction thereof.

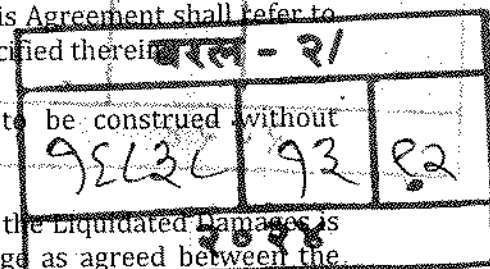
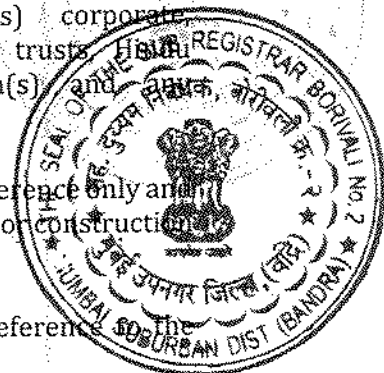
2.1.7 Any reference to a clause, sub-clause or schedule is reference to the clause, sub-clause or schedule hereto.

2.1.8 References to recitals, clauses, schedules and annexures unless expressly provided shall mean reference to recitals, clauses, schedules and annexures of this Agreement and the same shall form an integral part of this Agreement.

2.1.9 Any reference to the words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.

2.1.10 The words "include" and "including" are to be construed without limitation.

2.1.11 The Purchaser/s confirms and warrants that the Liquidated Damages is a genuine pre-estimate of the loss or damage as agreed between the Parties that are likely to be suffered by the Promoter on account of breach of the terms of this Agreement by the Purchaser/s. The Liquidated Damages is also arrived at having regard *inter alia* to the cost of construction, the cost of funds raised by Promoter, the ability or inability



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of Promoter to resell the Flat, among others. The Purchaser/s waives his/her/their right to raise any objection to the payment or determination of Liquidated Damages in the manner and under the circumstances set out herein.

- 2.1.12 In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the preceding working day.
- 2.1.13 The Promoter and the Purchaser/s are hereinafter, for the sake of brevity and wherever the context so requires, individually referred to as "Party" and collectively referred to as "Parties".

3. DISCLOSURES AND TITLE

- 3.1 The Purchaser/s hereby declares and confirms that prior to the execution of this Agreement, the Promoter has made full and complete disclosure of the title of the Property and rights of Promoter to construct Building on the Project Land, and the Purchaser/s has / have taken full, free and complete disclosure of the title of the Property and rights of the Promoter to construct Building on the Project Land and the Purchaser/s has / have taken full, free and complete inspection of (i) all the information/disclosures that have been uploaded by the Promoter on the Government Portal under the provisions of the Act, and (ii) all relevant documents and has also satisfied himself / herself / themselves of the particulars and disclosures of the following:-

- 3.1.1 nature of the right, title and interest of the Promoters to the Project Land and the development of the Project and the encumbrances thereon, if any;

- 3.1.2 drawings, plans and specifications duly approved and sanctioned by the Sanctioning Authorities in respect of the Project, the Building and the floor plan of the Flat;

- 3.1.3 particulars of amenities to be provided in the Project and fixtures and fittings within the Flat are more particularly mentioned in the **Annexure "F"** and **Annexure "G"** respectively annexed hereto;

- 3.1.4 all particulars of the designs and materials to be used in the construction of the Flat and the Building;

- 3.1.5 the nature of the Organization to be constituted of the purchaser/s / acquirer/s of the flats/units in the Project;

- 3.1.6 the Approvals obtained and to be obtained in relation to the Project;

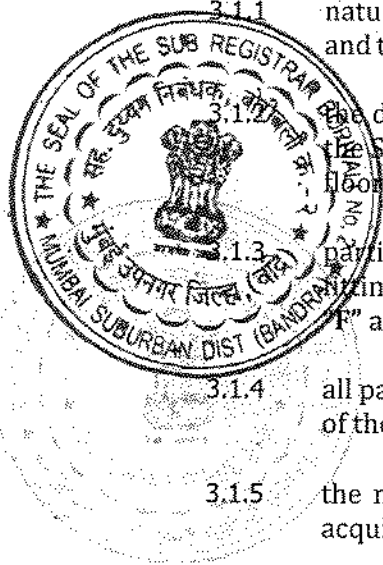
- 3.1.7 the various amounts and deposits that are to be paid by the Purchaser/s including the Total Consideration, Other Charges and Taxes;

- 3.1.8 nature of responsibilities of the Promoter under this Agreement;

- 3.1.9 the nature of the right, title and interest of the purchasers of the flats in the Project;

- 3.1.10 the nature of the right, title and interest of the purchasers of the shops in the Project, and

- 3.1.11 the details of the scheme of the development of the Project Land, envisaged by the Promoter being in phased manner.



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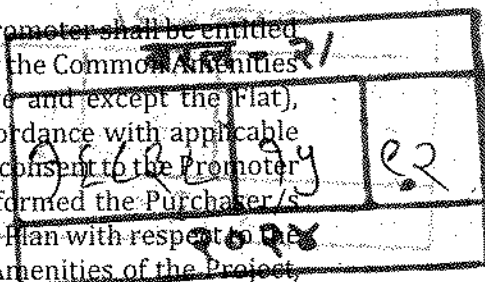
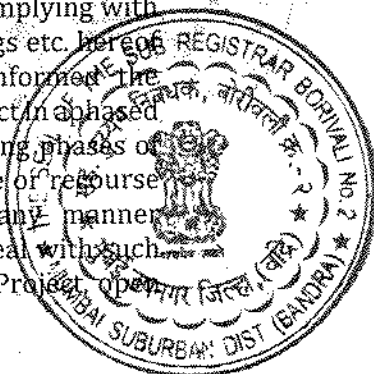
3.2 The Purchaser/s further confirms and warrants that the Purchaser/s has / have independently investigated and conducted its legal and technical due diligence and has satisfied himself/herself/themselves in respect of the title of the Property as well as encumbrances, if any, including any right, title, interest or claim of any other party to or in respect of the Property and waives his/ her/ their right to raise any queries or objections in that regard. The Purchaser/s further confirms that the Purchaser/s was / were provided with a draft of this Agreement and had sufficient opportunity to read and understand the terms and conditions hereof. The Purchaser/s further confirms that the queries raised by him/her/them with regard to the Flat, the Building, the Project, the Property (including the Project Land) and the terms hereof have been responded to by the Promoter. The Purchaser/s confirms that the Purchaser/s has / have been suitably advised by his/her/their advisor/s and well-wisher/s and that after fully understanding and accepting the terms hereof, the Purchaser/s has / have decided and agreed to enter into this Agreement and has agreed to purchase the Flat on the terms and conditions set out herein. The Purchaser/s has / have accepted the right, title and interest of the Promoter and does hereby agree and undertake not to raise any requisitions on or objections to the same, any time hereafter. The Purchaser/s hereby confirms that the Purchaser/s has / have agreed to purchase the Flat based on the terms and conditions stated hereunder and that the Promoter shall not be held liable for any representations / commitments / details / information, not stated in this Agreement, provided by the real estate agent / broker / channel partner, of whatsoever nature.


3.3 It is expressly agreed that the right of the Purchaser/s under this Agreement or otherwise shall always be only restricted to the Flat agreed to be sold and such right will accrue to the Purchaser/s only on the Purchaser/s making full payment to the Promoter of the Total Consideration, Other Charges and Taxes, strictly in accordance with this Agreement and only on the Purchaser/s performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof without any breach of the same. The Promoter has informed the Purchaser/s that the Promoter may / is developing the Project in a phased manner and shall be entitled to develop/deal with remaining phases of the Project, open area/amenity area, without any reference or recourse or consent or concurrence from the Purchaser/s in any manner whatsoever and the Promoter, shall be solely entitled to deal with such Flat / benefits / rights / areas in remaining phases of the Project, open area/amenity area.


3.4 The Purchaser/s has/have been apprised and made aware and the Purchaser/s agree/s, acknowledge/s and confirm/s:

3.4.1 the development of the Project may / is being undertaken in a phased manner as a composite layout on such terms and conditions as the Promoter may deem fit and proper;

3.4.2 in the course of development of the Project, the Promoter shall be entitled to amend or substitute the Layout Plan (including the Common Amenities of the Project), building plans, floor plans (save and except the Flat), elevations and designs from time to time in accordance with applicable laws and the Purchaser/s has / have accorded its consent to the Promoter for the same. In any event, the Promoter has informed the Purchaser/s that the Promoter proposes to amend the Layout Plan with respect to the Project so far as the same affects the Common Amenities of the Project, and the Purchaser/s hereby grants his/her/its irrevocable consent to the proposed amendment by the Promoter; and in the course of development of the Property, the Promoter shall be entitled to amend or substitute the Layout Plan (including recreation ground's, open spaces and amenities),



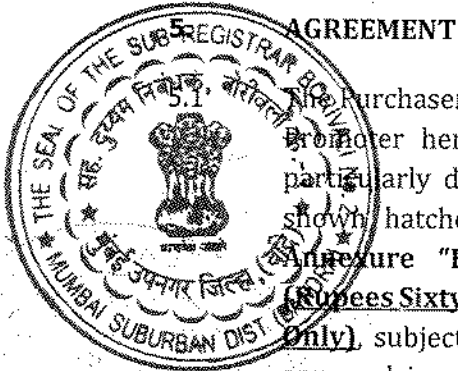

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building plans, floor plans (save and except the Flat), elevations and designs from time to time in accordance with applicable laws.

4. PLANS

- 4.1 The Promoter has procured certain development approvals till date in respect of the Project, which are uploaded on the Government Portal and shall procure and upload the balance approvals on the Government Portal from time to time. The Purchaser/s hereby consents and confirms that it shall be the sole responsibility of the Purchaser/s to review and visit the Government Portal from time to time to get regular updates on the development/construction approvals of the Project and that the Promoter shall not be required to send any separate updates to the Purchaser/s herein.
- 4.2 The Purchaser/s acknowledges the right of the Promoter to amend / revise the building plans and the layout plans, in the interest of the development to be done in the Project, subject to provisions of the applicable law and hereby accords its consent to the Promoter in respect of the same. If as per the provisions of the applicable laws, any consent of the Purchaser/s is/are required for change of layout plans/building plans of the Project, then the Purchaser/s shall be deemed to have given such consent unless objected within a period of seven (7) days, from the date of the written intimation for such consent by the Promoter. The Purchaser/s hereby further confirms that he / she / they / it shall substantiate/provide specific reasons for raising any objection to any changes proposed by the Promoter to the layout/building plans/floor plan.



The Purchaser/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s, the Flat more particularly described in the **Third Schedule** hereunder written and shown hatched on the floor plan annexed hereto and marked as Annexure "H" for the Total Consideration of **Rs. 65,46,296/- (Rupees Sixty Five Lakh Forty Six Thousand Two Hundred Ninety Six Only)**, subject to the terms and conditions mentioned herein or in the approvals issued or granted by the Sanctioning Authorities.

6. PAYMENTS

- 6.1.1 The Purchaser/s has/have paid to the Promoter a sum of **Rs. 9,72,125 /- (Rupees Nine Lakh Seventy Two Thousand One Hundred Twenty Five Only)** Total Consideration (the payment and receipt whereof, Promoter doth hereby admits and acknowledges and acquits, releases, and discharges the Purchaser/s from the payment thereof) being the earnest money / part consideration on or before the execution of this Agreement and agrees to pay the balance sum of **Rs. 55,74,171/- (Rupees Fifty Five Lakh Seventy Four Thousand One Hundred Seventy One Only)** in the manner as more particularly set out in Annexure "I" hereto annexed, for the Flat only, time being of the essence of this Agreement.

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| बरल - Annexure "I" hereto annexed, for the Flat only, time being of the essence of this Agreement. | | |
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6.2 Provided that any deduction of an amount made by the Purchaser/s on account of Tax Deduction at Source ("TDS"), if any, as may be required under prevailing law while making any payment to the Promoter under this Agreement, shall be acknowledged/credited by Promoter only upon Purchaser/s submitting the original tax deduction at source certificate and provided that the amount mentioned in the certificate matches with the Income Tax Department site .

6.3 Provided further that, if any such certificate is not produced, the Purchaser/s shall pay equivalent amount as interest free deposit to the Promoter, which deposit shall be refunded by the Promoter to the Purchaser/s, upon the Purchaser/s producing such certificate. It is hereby agreed that until receipt of the certificate as aforesaid, the Promoter shall not be liable to handover possession of the Flat to the Purchaser/s.

6.4 Time for payment of the aforesaid installments and other amounts payable under this Agreement shall be of the essence of this Agreement and the Purchaser/s shall, without prejudice to its other rights available in law and under this Agreement, be liable to pay interest at the rate prescribed under the Act on all delayed payments and the Promoter is entitled to recover this interest for any delayed payments.


6.5 The Purchaser/s is/are also, aware that the sale transaction contemplated herein will be subject to Goods and Services Tax ("GST") at the applicable rates on the Total Consideration of the Flat and on all other amounts payable under this Agreement or part thereof. The Purchaser/s hereby agrees to pay the applicable Taxes on the Total Consideration of the Flat and/or the Other Charges, payable under this Agreement (as may be levied by the appropriate Government by way of increase in rates or introduction of new levies or in any other manner) to the Promoter, if any, being the amount payable towards the Taxes as and when demanded by the Promoter. The Purchaser/s hereby also agrees to pay to the Promoter, the said amount together with any increase thereof and/or interest and/or penalty, if any, that may be levied on the payment of the Taxes (prospectively or retrospectively levied by the Competent authority), when demanded by the Promoter.

The aforesaid conditions will form part and parcel of fundamental terms of this Agreement.

6.6 The Total Consideration is exclusive of Other Charges (as mentioned in Annexure - J) and Taxes as are or may be applicable and/or payable hereunder or in respect of the Flat or otherwise, now or in future. The Purchaser/s confirms and agrees that the Other Charges and Taxes for the Building and for the Project shall be solely borne and paid by the Purchaser/s and the Purchaser/s agrees to pay the same when due or demanded, without any demur, objection or set off. The Purchaser/s shall also fully reimburse the expenses that may be incurred by Promoter consequential upon any legal proceedings that may be instituted by the concerned authority/ies against Promoter or vice-versa on account of such liability arising out of non-payment of the aforesaid amounts by the Purchaser/s.

6.7 In addition to the above, the Purchaser/s shall also bear and pay such charges, fees, expenses as may be fixed by the Promoter and also the taxes as may be applicable for utilizing the facilities and amenities as provided in the Project and permitted to be utilized by the Purchaser/s.

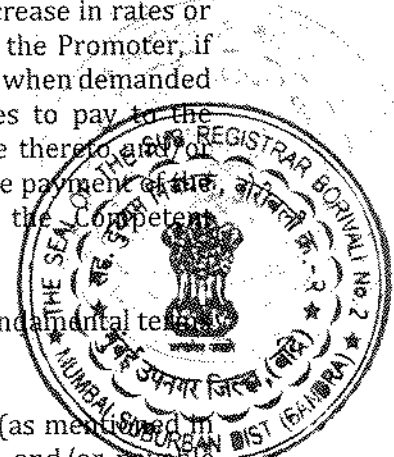
6.8 The Purchaser/s shall before delivery of possession of the Flat keep deposited with the Promoter the Other Charges as mentioned above.



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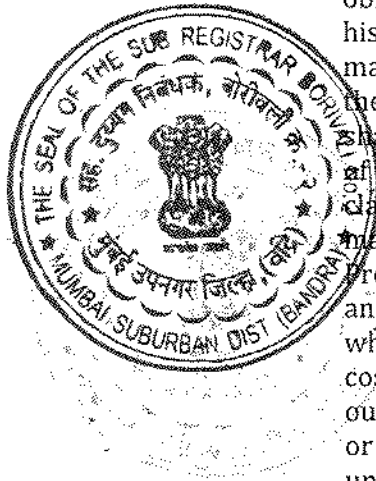
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6.18 In the event, there is any escalation/increase, due to increase on account of development charges, taxes payable to the competent authority and/or

6.9 The Promoter shall not be liable to refund any amounts paid by the Purchaser/s towards TDS, GST and/or any other taxes, cess, dues, duties, imposition, premium, surcharge, fees, levies or any other charges levied by state and/or central government and/or MCGM/ SRA and/or corporation and/or concerned local authority and/or any other competent authority (levied prospectively or retrospectively) together with such interest and/or penalty levied thereupon by the state and/or central government and/or corporation and/or concerned local authority and/ or any other competent authority on the Total Consideration and/or on other amounts specified herein and/or arising out of this transaction and/or to pay to the Promoter any interest, penalty, compensation, damages, costs or otherwise. The said amounts shall be accepted by the Purchaser/s in full satisfaction of all his/her/ their/its claim(s) under this Agreement and/or in or to the Flat.

6.10 Notwithstanding, what is mentioned in this Agreement, it is hereby agreed by and between the Promoter and the Purchaser/s that the Promoter shall at its sole discretion, be entitled to escalate any or all of the amounts mentioned hereinabove and upon receipt of demand from the Promoter, the Purchaser/s hereby agrees to forthwith pay the same to the Promoter within a period of seven (7) days without any delay or demur being the essence of this Agreement. It is hereby further agreed between the Promoter and the Purchaser/s that, in the event if any GST, local body tax, cess, rates, etc. and/or any other tax by whatsoever name called is levied by the central or state government, local authority and/or competent authority and /or any other authority, upon any of the amounts and/or deposits and/or charges payable by the Purchaser/s to the Promoter as mentioned hereinabove then, the same shall be solely borne and paid by the Purchaser/s alone.

6.11 The Purchaser/s hereby agrees and undertakes to and it shall be obligatory and mandatory upon the Purchaser/s to contribute and pay his/her/its/theirs proportionate share towards cost, charge, expense, maintenance charges, taxes, duties, cess and other outgoings in respect of the Flat and/or the Project and/or any part or portion thereof and such share to be determined by the Promoter having regard to the area of each of the flat/unit, etc. and the Purchaser/s shall not be entitled to ask for or claim adjustment or settlement of the deposit amounts and/or advance maintenance charges and/or any other amounts collected by the Promoter under this Agreement (including but not limited to the deposits and/or advance maintenance charges and/or any other amounts by whatsoever name called herein) against proportionate share towards cost, charge, expense, maintenance charges, taxes, duties, cess and other outgoings in respect of the Flat and/or the Project Land and/or any part or portion thereof. Without prejudice to any other right of the Promoter under this Agreement, the Promoter shall at its sole discretion be entitled to adjust the deposit(s) and/or advance maintenance charges and/ or any other amounts by whatsoever name called collected under this Agreement against any amounts due and/or maintenance charges and/or towards cost, charge, expense, taxes, duties, cess and other outgoings in respect of the Flat and/or the Property (including the Project Land) and/or any part or portion thereof payable by the Purchaser/s under this Agreement to the Promoter and/or its nominees and/or the competent authority.



6.12 It is specifically agreed that Promoter has agreed to enter into this Agreement and agreed to sell the Flat and accept the aforesaid Total Consideration & other charges on the specific assurance of the Purchaser/s that the Purchaser/s shall:

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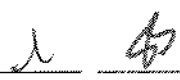
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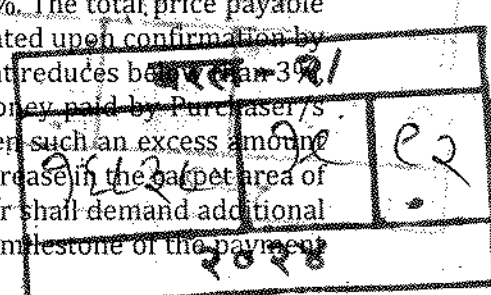
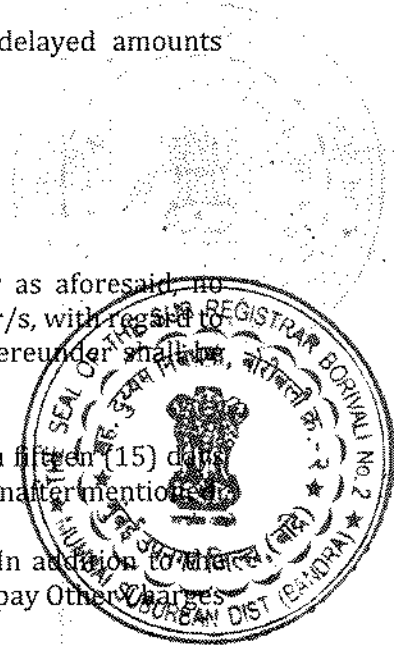
- 6.12.1 make payment of the instalments as mentioned in this Agreement, to the Promoter from time to time without any delay or demur for any reason whatsoever, time being of the essence;
- 6.12.2 observe all the covenants, obligations and restrictions stated in this Agreement; and
- 6.12.3 any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a major breach of the terms of this Agreement by the Purchaser/s.
- 6.13 It is specifically agreed that the Total Consideration is a composite price without there being any apportionment.
- 6.14 The Purchaser/s hereby agrees and undertakes that he/she/they accords his/her/their irrevocable consent that any payment made by the Purchaser/s to the Promoter hereunder shall, notwithstanding any communication to the contrary be appropriated in the manner below:
- 6.14.1 firstly, towards Taxes and statutory dues in relation to the Flat and/or this Agreement;
- 6.14.2 secondly, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration including Cheque bouncing charges, administrative cost in respect thereof (along with taxes applicable thereon, if any);
- 6.14.3 thirdly, towards interest/penal provisions on any delayed amounts payable hereunder;
- 6.14.4 fourthly, towards the Other Charges; and
- 6.14.5 finally towards Total Consideration.

Under any circumstances and except in the manner as aforesaid no express intimation or communication by the Purchaser/s, with regard to appropriation / application of the payments made hereunder shall be valid or binding upon the Promoter.

- 6.15 All payments shall be made by the Purchaser/s within fifteen (15) days of notice in writing by the Promoter to be given as hereinafter mentioned.
- 6.16 Time for payment is the essence of this Agreement. In addition to the Total Consideration, the Purchaser/s shall be liable to pay Other Charges and Taxes as mentioned in this Agreement.
- 6.17 The Promoter shall confirm the final carpet area (as per RERA) of the Flat that has been allotted to the Purchaser/s after the construction of the Building is complete and the occupation certificate is granted by the Sanctioning Authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of +/-3%. The total price payable for the carpet area of the Flat shall be recalculated upon confirmation by the Promoter. If the total carpet area of the Flat reduces by more than 3% then the Promoter shall refund the excess money paid by Purchaser/s within forty-five (45) days, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area of the Flat over and above 3%, then the Promoter shall demand additional amount from the Purchaser/s as per the next milestone of the payment plan.
- 6.18 In the event, there is any escalation/increase, due to increase on account of development charges, taxes payable to the competent authority and/or


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- 6.9 The Promoter shall not be liable to refund any amounts paid by the Purchaser/s towards TDS, GST and/or any other taxes, cess, dues, duties, imposition, premium, surcharge, fees, levies or any other charges levied

any other increase in charges which may be levied or imposed by the competent authority, local bodies/Government from time to time under any nomenclature, then the same shall be collected from the Purchaser/s under the head of Other Charges.

- 6.19 The Total Consideration to be paid by the Purchaser/s to the Promoter under this Agreement shall be made by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of the "M/s. Sai Aastha Developers", maintained with HDFC Bank, Bandra National College Branch, Account Number 59223023456789 ("the Designated Account") or such other account as may be designated from time to time by the Promoters. In case of any financing arrangement entered by the Purchaser/s with any bank or financial institution with respect to the purchase of the Flat, the Purchaser/s undertakes to direct such bank or financial institution to and shall ensure that such bank or financial institution does disburse/pay all such amounts forming part of the Total Consideration as due and payable to the Promoter on the respective dues date/s through an account payee cheque/demand draft/pay order/wire transfer/any other instrument in favour of the Designated Account, as the case may be. Any payment made into favour of any other account other than the Designated Account and/or any other account as may be instructed in writing by the Promoter as mentioned above shall not be treated as payment towards the Flat and shall be construed as a breach on the part of the Purchaser/s.

- 6.20 The payment towards the Other Charges, applicable Government dues and Taxes shall be made by the Purchaser/s to the Promoter in accordance with the demand raised by the Promoter in favour of the "M/s. Sai Aastha Developers", maintained with such account/s as may be designated from time to time by the Promoters.

RIGHTS OF THE PROMOTER

It is expressly agreed that the right of the Purchaser/s under this Agreement is only restricted to the Flat agreed to be sold by the Promoter to the Purchaser/s and all other flats/premises of the Promoter shall be the sole property of the Promoter and the Promoter shall be entitled to sell or deal with the same without any reference or recourse or consent or concurrence from the Purchaser/s in any manner whatsoever.

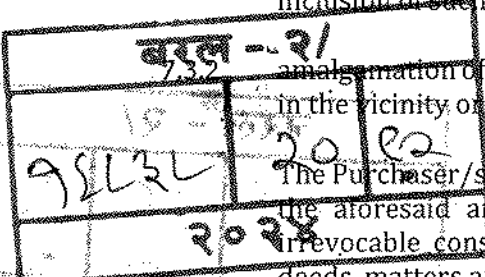
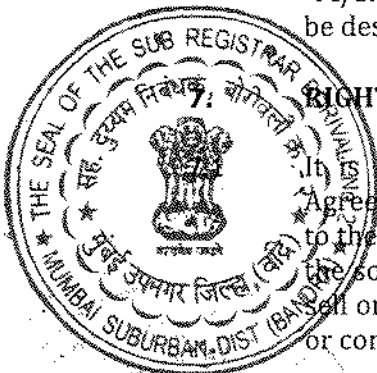
- 7.2 The Purchaser/s hereby grants his/her/their irrevocable authority, permission and consent to the Promoter, that the Promoter shall have the sole and absolute right and authority and shall be entitled to deal with, sell or allot or otherwise dispose off any part or portion of the Building constructed in the Project, as the Promoter may deem fit.

- 7.3 The Promoter shall be at liberty and be entitled to amend the lay-out plan of the Property, the building plans, other Approvals for, including but not limited to:-

- 7.3.1 acquisition of additional plots of land from any person or persons and inclusion of such plots of land in the lay out plan of the Property; and

amalgamation of the Property with any adjoining plots of land or schemes in the vicinity or otherwise.

The Purchaser/s and /or the Organization shall not have any objection to the aforesaid and the Purchaser/s does hereby grant his/her/their irrevocable consent to the Promoter to carry out the necessary acts, deeds, matters and things.



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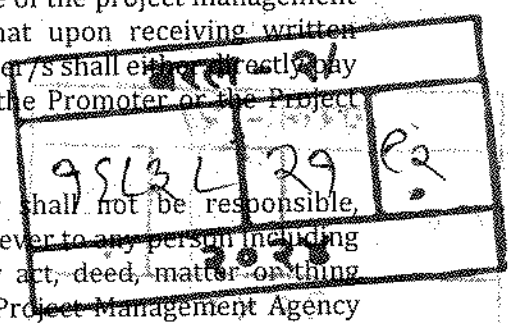
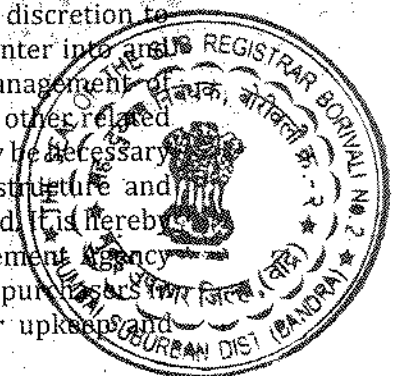
7.4 It is hereby expressly agreed that the Promoter shall always be entitled to sell the flats/shops in the Building / Project for the purpose of using the same for residence/ retail/ commercial /office as well as for such other user as may be permitted by the Sanctioning Authorities and the purchasers thereof shall be entitled to use such Flats purchased by them accordingly and similarly the Purchaser/s shall not object to the use of the flat and/or the shops for the aforesaid purposes by the respective purchasers thereof.

Hereafter, if any further or other FSI including fungible FSI, or other FSI /TDR or beneficial interest by whatever name called is permitted to be utilized on the Property in accordance with the applicable law, the same shall inure to the benefit of the Promoter. If the FSI / potential in respect of the Property is increased by the Sanctioning Authorities or any other authority and/or additional construction is possible on the Property any reason including on account of transfer of development rights available for being utilized or otherwise and/or if the Sanctioning Authorities permit the construction of additional floors/wing or building/s, then in such an event, the Promoter shall be entitled to construct such building by adding floors vertically or otherwise as per the revised building/s plans. The Purchaser/s expressly consents to the same as long as the total area of the Flat is not reduced.

7.5 The Promoter shall be entitled to nominate or appoint a project management agency, of its choice, at its sole discretion as it may deem fit and proper ("**Project Management Agency**") to manage the operation and maintenance of the Project including but not limited to the Building, Common Amenities of the Project, STPs, garbage disposal system and such other facilities that the Promoter installs and intends to maintain for such period as the Promoters deem fit after the Project is fully developed and occupation certificate for the last building is obtained from the Sanctioning Authority and for any subsequent period (at the discretion of the Promoter) for such remuneration/fee (and escalation thereto) as may be applicable. The Promoter shall have the authority and discretion to negotiate with such Project Management Agency and to enter into and execute a formal Agreement/s for maintenance and management of infrastructure with it/them. The Promoter may enter into other related agreements with any other company or organization as may be necessary for effective, full and efficient management of the infrastructure and Common Amenities of the Project until the aforesaid period. It is hereby clarified that either the Promoter or the Project Management Agency shall have a right to recover the amounts from the various purchasers of the Project towards the maintenance and outgoings for upkeep and maintenance of the Project.

In such event, the Purchaser/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter or the Project Management Agency, including without limitation, payment of the Purchaser's share of the project management fee as aforesaid. It is hereby clarified that upon receiving written instructions from the Promoter, the Purchaser/s shall ~~entirely~~ directly pay the aforesaid project management fees to the Promoter or the Project Management Agency.

7.6 It is hereby clarified that the Promoter shall not be responsible, accountable or liable in any manner whatsoever to any person including the Purchaser/s, the Organisation for any act, deed, matter or thing committed or omitted to be done by the Project Management Agency and/or any such other agency, firm, corporate body, organization, association or any other person/s in the course of such maintenance, management, control and regulation of the Project.



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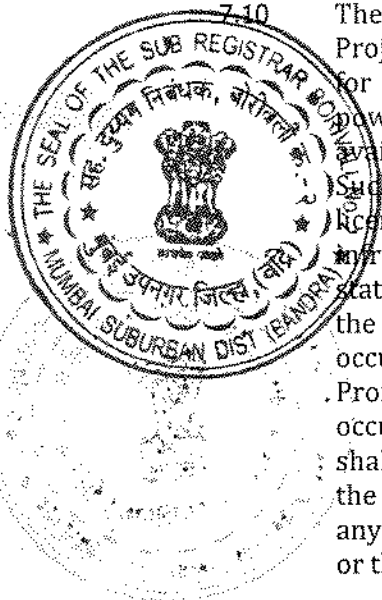
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Purchaser

7.7 The rights of the Purchaser/s and the purchasers of other Flats in the Building shall be subject to and shall not dilute the overall authority, control and right of the Promoter in respect of any of the matters concerning the Project, the construction and completion thereof and all the amenities pertaining to the same. The Promoter shall have the absolute authority and control as regards the unsold flats/ premises forming part of the Project and the disposal thereof. The Promoter shall be liable to pay only the municipal taxes at actuals for each unsold flat/premises, in respect of the unsold Flat forming part of its entitlement in the Project. In case the Organization is formed before the disposal by the Promoter of all the Flats then the Promoter, shall at its option (without any obligation) join as a member in respect of such unsold Flats, forming part of Promoter and as and when such Flats are sold, the Organization shall admit such purchaser of such Flats as the member/s without charging any premium/charges or extra payment.

7.8 Till the entire development of the Project is completed, the Purchaser/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas and/or roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other Common Amenities of the Project.

7.9 Subject to the provisions of the applicable laws, the Promoter shall be entitled to make variations/re-locations in water, power, sewage, telephone and other service and utility connection, facilities and underground water tanks, pumps, Common Amenities of the Project and their dimension as the Promoter deems fit.



7.10 The Promoter shall be entitled to designate any spaces/areas in the Project, the Building, or any part thereof for third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed by the occupants of the flats/shops to be constructed thereon. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as it may deem fit. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub-stations, towers) in respect of the utility services may be laid/provided in the manner the Promoter may require, and may be utilised in common by occupants of flats/shops in the Project / Building, as the case may be. The Promoter and its workmen / agents / contractors / employees and/or occupants of the neighboring buildings and any third party contractors shall be entitled to access and service such infrastructure and utilities over the Project, the Building or any part thereof, as the case maybe, without any restriction/obstruction/ inconvenience from the Purchaser/s and/or the Organisation.

7.11 The Promoter shall always have the right and be entitled to purchase and acquire TDR and other FSI from any person and consume the same on the Project Land / the Property or any part thereof and construct additional floors, make alterations and deal with the same in the manner the Promoter deems fit and proper and the Purchaser/s hereby irrevocably consents to the rights of the Promoter mentioned above as well as the rights of the Promoter to revise and modify the Project plans including Building plans from time to time.

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| बरल - २१ | |
| 7.12 | The Promoter shall be entitled to give portion of the Property (including the Project Land) on lease basis, to such third party service provider, for an electric sub station, as may be required under the provisions of the applicable laws |
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7.12 The Promoter shall be entitled to give portion of the Property (including the Project Land) on lease basis, to such third party service provider, for an electric sub station, as may be required under the provisions of the applicable laws

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Purchaser


- 7.13 The Promoter shall have an irrevocable and perpetual right to put up / erect signage/s and /or hoarding/s on any part of the Building including on the terrace and/or on the parapet wall for its corporate branding or otherwise and the aforesaid signage / hoardings may be illuminated of neon signs/logos and for that purpose, the Promoter is fully authorised to put up temporary structures/erections for installation of cables, satellites, communication equipment, wireless equipment etc. The Promoters shall be entitled to take necessary utility connection for maintenance, upkeep and effective usage of such signage or hoardings and maintain the same and for such purpose be entitled to enter upon the Property, the project Land and/ or the said Building. This understanding is core and nucleus of this agreement. The Purchaser/s and /or organisations formed by the Purchasers agree/s not to object or dispute the same in future.
- 7.14 The Promoter shall be at liberty to sell, assign, transfer, mortgage, hypothecate or otherwise deal with its right, title and interest in the Project and/or the Building, provided that the same does not materially prejudice the right of the Purchaser/s in respect of the Flat.

8. OBLIGATIONS OF THE PROMOTER

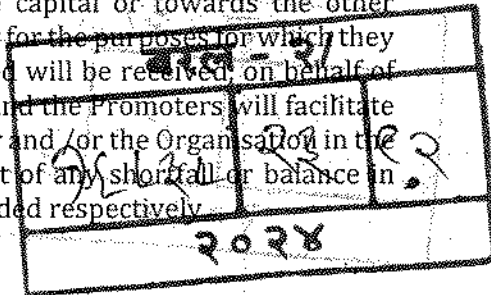
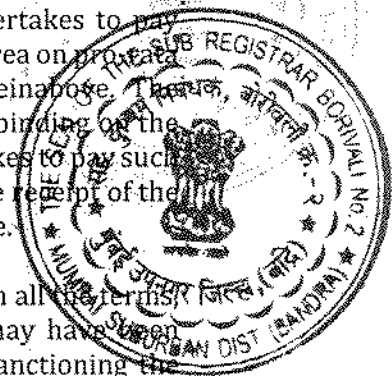
- 8.1 The Promoter shall construct the Project in accordance with the plans, designs, specifications that, are approved by the Sanctioning Authorities and with such variations and modifications as the Promoter may consider necessary and/or convenient and/or as may be required by the Sanctioning Authorities and/or any other concerned authority/s, and as may be permissible under the provisions of the applicable laws and the Purchaser/s hereby agrees to the same. This shall operate as an irrevocable consent of the Purchaser/s to the Promoter for carrying out construction as per the proposed plans and such changes in the building plans as may be necessary for the effective fulfillment of the same. It is clarified that in the event, the final area of the Flat is more than the area agreed to be provided, the Purchaser/s agrees and undertakes to pay additional consideration to the Promoter for such excess area on pro-rata basis, based on the Total Consideration as stated hereinabove. The decision of the Promoter in this regard shall be final and binding on the Purchaser/s. The Purchaser/s hereby agrees and undertakes to pay such amounts to the Promoter within fifteen (15) days from the receipt of the demand in writing in that regard, time being of the essence.
- 8.2 The Promoter agrees to observe, perform and comply with all conditions, stipulations and restrictions, if any, which may have been imposed by the Sanctioning Authorities at the time of sanctioning the plans or thereafter and shall before handing over possession of the Flat to the Purchaser/s, obtain from the concerned authority the occupation certificate in respect of the same.
- 8.3 The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser/s as advance or deposit, sums received on account of the share capital or towards the other charges and shall utilize the amounts only for the purposes for which they have been received. The Fund so received will be received on behalf of the Purchaser and /or the Organisation and the Promoters will facilitate the use thereof on behalf of the Purchaser and /or the Organisation in the manner stated hereinabove. In the event of any shortfall or balance in such account, it will be collected or refunded respectively.

9. LOAN AGAINST THE FLAT

- 9.1 It is hereby further expressly agreed that if the Purchaser/s approaches / has approached any bank / financial institution / or any other lender

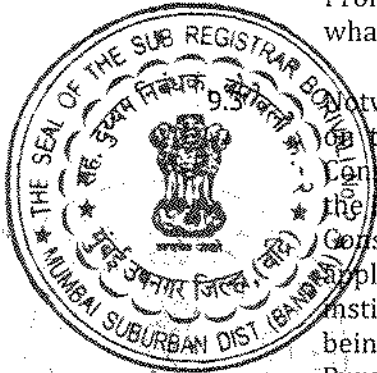

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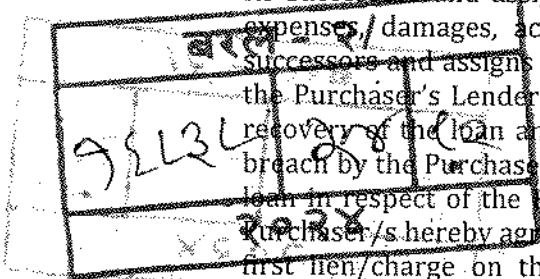
(hereinafter referred to as "Purchaser's Lender") for availing of a loan in order to enable the Purchaser/s to make payment of the Total Consideration, Other Charges and Taxes or part thereof in respect of the Flat to the Promoter and/or mortgaged / mortgages the Flat with the Purchaser's Lender (which is to be subject to issuance by the Promoter of a no-objection letter in favour of the Purchaser's Lender) for repayment of the loan amount, it shall be the sole and entire responsibility of the Purchaser/s to ensure the timely payment of the Total Consideration, Other Charges and Taxes or the part thereof and/or the amounts payable hereunder. Further, the Promoter shall not be liable or responsible for the repayment to the Purchaser's Lender of any such loan amount or any part thereof taken by the Purchaser/s. All costs in connection with the procurement of such loan and mortgage of the Flat and payment of charges to the Purchaser's Lender shall be solely and exclusively borne and paid by the Purchaser/s. Notwithstanding the provisions hereof, it is clarified that until all the amounts (including Total Consideration, Other Charges and Taxes) payable hereunder have not been paid, the Promoter shall have a lien on the Flat to which the Purchaser/s has/have no objection and hereby waives his/her/their/its right to raise any objection in that regard.

- 9.2 The Purchaser/s hereby expressly agrees that so long as the aforesaid loan remains unpaid/outstanding, the Purchaser/s, subject to the terms hereof, shall not sell, transfer, let out and/or deal with the Flat in any manner whatsoever without obtaining the prior written permission of the Promoter and the Purchaser's Lender. The Promoter shall not be liable or responsible for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Purchaser/s to inform the Organisation about the lien/charge of such Purchaser's Lender and the Promoter shall not be liable or responsible for the same in any manner whatsoever.



Notwithstanding anything contained herein it shall always be obligatory on the part of the Purchaser/s to pay the installments of the Total Consideration as and when due under the terms of this Agreement and the Purchaser/s shall duly and promptly pay the installments of the Total Consideration irrespective of the fact that the Purchaser/s has / have applied for the loan to such financial institution, banks, or such other institutions and further irrespective of the fact that the said loans are being under process and sanction awaited and/or is rejected. The Purchaser/s shall not be permitted to raise any contention in respect of his/her/their/its failure to pay the installments of the Total Consideration on time and on the due dates on the basis that the Purchaser/s has / have applied for loans to such financial institution, banks or such other institutions and that the same are under process of disbursement or that the said loan application of the Purchaser/s is rejected. In the event of the failure of the Purchaser/s to pay the installments of the consideration amount, the Promoter shall be entitled to enforce their rights as mentioned herein.

- 9.4 The Purchaser/s shall indemnify and keep indemnified the Promoter and its successors and assigns from and against all claims, costs, charges, expenses, damages, actions and losses which the Promoter and its successors and assigns may suffer or incur by reason of any action that the Purchaser's Lender may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the said loan in respect of the Flat. Notwithstanding the provisions hereof, the Purchaser/s hereby agrees and undertakes that the Promoter shall have first lien/charge on the Flat towards all the claims, costs, charges, expenses and losses etc. of the Promoter and the Purchaser/s further



Promoters

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undertakes to reimburse the same to the Promoter without any delay, default or demur.

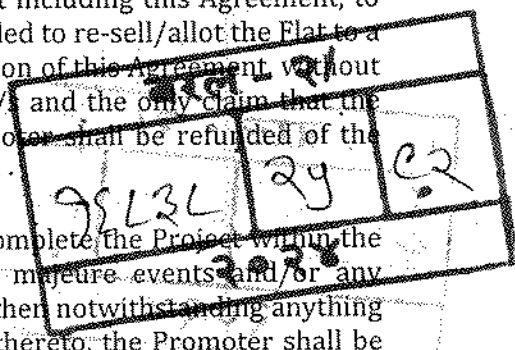
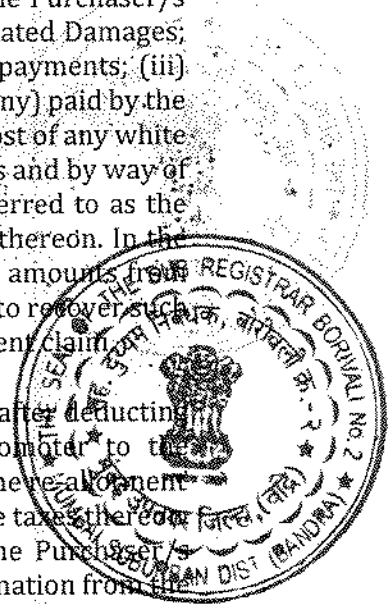
10. DEFAULT BY THE PURCHASER/S AND THE CONSEQUENCES

10.1 On the Purchaser/s committing (i) any default in payment on due date (time being the essence of contract) of any amount due and payable by the Purchaser/s to the Promoter under this Agreement (including the Purchaser's share of Other Charges and Taxes as mentioned hereinabove) and/or (ii) breach of any of the terms and conditions herein contained, the Promoter shall be entitled at its own option to terminate this Agreement.

10.2 Provided always that, the power of termination hereinbefore contained shall be without any reference or recourse to any judicial authority. However, such power shall not be exercised by the Promoter unless and until the Promoter shall have given to the Purchaser/s fifteen (15) days prior notice in writing at the address or email provided by the Purchaser/s of its intention to terminate this Agreement and of the specific breach or breaches (including the breach in respect of payment of instalments and interest thereof, if any) of terms and conditions in respect of which it is intended to terminate the Agreement and the Purchaser/s fails to remedy such breach or breaches within a period of fifteen (15) days. It is hereby clarified that, this Agreement shall be deemed to be terminated upon expiry of the termination notice of fifteen (15) days. On termination of this Agreement, the Purchaser/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or against the Flat or under this Agreement except for refund of the consideration amount paid by the Purchaser/s till such termination after deducting therefrom (i) Liquidated Damages; (ii) penal provisions in the form of interest on delayed payments; (iii) brokerage and /or mandate fees (including incentives, if any) paid by the Promoter at actuals towards the sale of the Flat, and (iv) cost of any white good/s, commodity, gift or facility provided free of cost, as and by way of promotional activity to the Purchaser/s (collectively referred to as the "Recovery Amounts") and the taxes (if any) applicable thereon. In the event, the Promoter is unable to recover all the aforesaid amounts from the amounts forfeited, then the Promoter shall be entitled to recover such shortfall separately from the Purchaser/s as an independent claim.

10.3 It is hereby clarified that, such balance sale consideration after deducting the Recovery Amounts, shall be refunded by the Promoter to the Purchaser/s only out of the sale proceeds arising out of the re-allocation / sale of the Flat to a third party after deducting applicable taxes thereon. The Promoter shall be refunding the said amount to the Purchaser/s within forty-five (45) days from the date of receipt of intimation from the Promoter that it has re-sold/re-allotted the Flat to a third party provided the Purchaser/s executes and registers a Deed of Cancellation in respect of the Flat with the Promoter and hands over originals of all the documents executed in respect of the Flat including this Agreement, to the Promoter. The Promoter shall be entitled to re-sell/allot the Flat to a third party, from the date of the termination of this Agreement without any reference/recourse to the Purchaser/s and the only claim that the Purchaser/s shall have against the Promoter shall be refund of the aforesaid amounts as stated hereinabove.

10.4 In the event, the Promoter is unable to complete the Project within the timelines specified herein due to force majeure events and/or any reason/s beyond the Promoter's control, then notwithstanding anything contained herein, and as a consequence thereto, the Promoter shall be entitled to an automatic extension of time beyond the timelines



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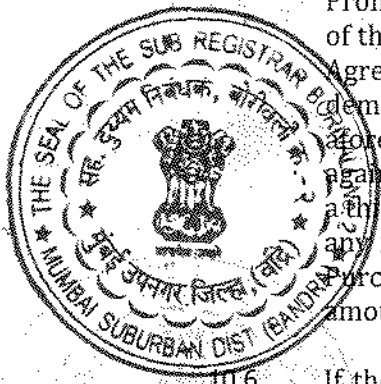
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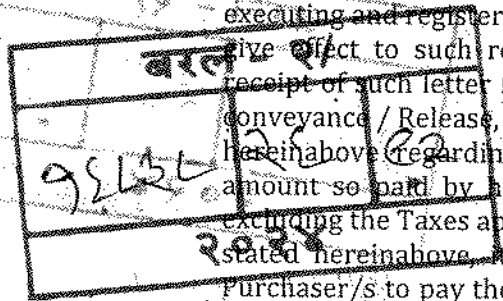
 Purchaser

prescribed herein for completion of the Project, such that the aggregate extended time will be equivalent to the period during which any of the aforesaid event continue. However, in the event the Promoter is unable to complete the Project for reasons other than force majeure events and/or any reason/s beyond the Promoter's control, then if the Purchaser/s decides to cancel/terminate this Agreement, then the Promoter shall be liable to refund amounts received from the Purchaser towards Total Consideration (without any interest) till then (excluding the Taxes) within sixty (60) days from the date of termination of the Agreement provided the Purchaser/s executes and registers a Deed of Cancellation in respect of the Flat with the Promoter and hands over originals of all the documents executed in respect of the Flat including this Agreement to the Promoter. The Purchaser/s hereby agrees and acknowledges that upon termination, the Purchaser/s shall not have any claim against the Promoter, in respect of the Flat or arising out of this Agreement except refund of the aforesaid amounts towards Total Consideration, from the Promoter and the Promoter shall be at liberty to sell the Flat to any other person or persons at such price and upon such terms and conditions as the Promoter may deem fit and proper at its sole discretion. It is further agreed that refund of the taxes and duties paid in terms of this agreement will be provided (if applicable), once received from the authorities as and when adjudicated and refunded by the concerned authorities.

10.5 It is hereby agreed between the Parties that, receipt of the aforementioned refund either under clauses 10.3 or 10.4 above, as the case may be, by way of cheque, if any, by registered post acknowledgment due at the address mentioned above, whether encashed by the Purchaser/s or not, will be considered as the payment made by the Promoter towards such refund and the liability of the Promoter in terms of the said refund shall come to an end forthwith. On termination of this Agreement, the Purchaser/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever, except for the refund of the aforesaid amounts (subject to deductions) either against the Promoter or against the Flat. The Promoter shall be entitled to re-sell/allot the Flat to a third party, from the date of the termination of this Agreement without any reference/recourse to the Purchaser/s and the only claim that the Purchaser/s shall have against the Promoter be refund of the aforesaid amounts as stated hereinabove.



10.6 If the Purchaser/s in order to augment the resources in his/her/their hand for the purpose of payment of consideration amount to the Promoter under this Agreement, seeks a loan from the Purchaser's Lender against the security of the Flat subject to the consent and approval of the Promoter, then in the event of (a) the Purchaser/s committing a default of the payment of the instalments of the consideration amount as mentioned herein, and (b) the Promoter exercising its right to terminate this Agreement, the Purchaser/s shall clear the mortgage debt outstanding at the time of the said termination. The Purchaser/s shall, within a period of five (5) days from receipt of instructions /request from the Promoter, obtain the necessary letter from such Purchaser's Lender stating that the Purchaser/s has / have cleared the mortgage debt and cause the Purchaser's Lender to release its mortgage on the Flat by executing and registering necessary documents/ writings/ agreement to give effect to such release ("Deed Re-Conveyance / Release"). On receipt of such letter from the Purchaser's Lender and the Deed of Re-conveyance / Release, the Purchaser/s shall be (subject to what is stated hereinabove regarding the forfeiture) entitled to the refund of the amount so paid by him/her/them to the Promoter towards the Flat excluding the Taxes applicable/ paid till then. Notwithstanding all that is stated hereinabove, it shall always be obligatory on the part of the Purchaser/s to pay the instalments of the consideration amount as and



Promoters

Purchaser

when due under the terms of this Agreement, irrespective of the fact that the Purchaser/s has / have applied for the loan to the Lender and further irrespective of the fact that the said loan is under process and sanction is awaited and/or is rejected. In the event the Purchaser/s fails to obtain a Deed of Re-conveyance / Release within a period of five (5) days as aforesaid the Promoter shall be entitled to levy a penalty aggregating to 1% of the Total Consideration Amount for each day of default till such time that the Deed of Re-conveyance /Release is provided to the Promoter in the form / manner approved / acceptable to the Promoter and the Promoter shall be at liberty to re-sale/ re-allot the Flat to third parties and the Promoter shall, at its discretion be entitled to pay to the Purchaser's lender an amount equivalent to the amount to be refunded to the Purchaser/s in accordance with this agreement (after applicable deductions).

10.7 All the rights and/or remedies of the Promoter including aforesaid rights and remedies of the Promoter are cumulative and without prejudice to one another.

11. FIXTURE/FITTINGS AND COMMON AMENITIES:

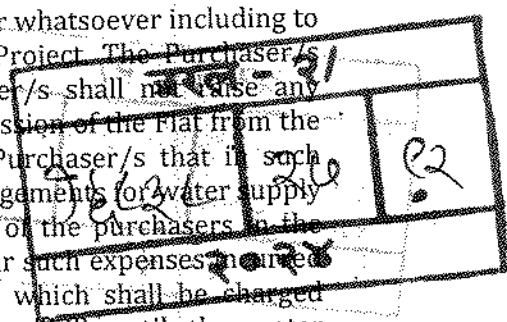
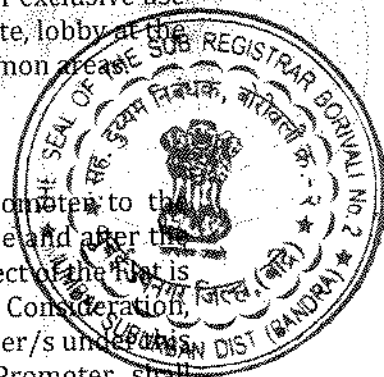
11.1 The Flat shall comprise of fixtures, fittings, facilities and amenities as more particularly mentioned in **Annexure "G"** annexed hereto.

11.2 The Common Amenities of the Project as more particularly mentioned in **Annexure "F"** annexed hereto, shall be used and enjoyed by all the occupants of the units/ flats/ shops of the Project.

11.3 Prior to execution hereof, the Promoter have furnished to the Purchaser/s, the sanctioned plans of the Project and the sanctioned floor plans earmarking the Building along with specific areas for exclusive use of the occupants of the Building including the entrance gate, lobby at the ground level, car parking spaces, utility area and any common areas.

12. POSSESSION

12.1 The possession of the Flat shall be offered by the Promoter to the Purchaser/s after the Flat is ready for occupation and use and after the occupation certificate/part occupation certificate in respect of the flat is obtained provided all the amounts towards the Total Consideration, Other Charges and Taxes, due and payable by the Purchaser/s under the Agreement are duly paid by the Purchaser/s. The Promoter shall endeavour to offer possession of the Flat to the Purchaser/s on or before **31st December 2024**, subject to a grace period of six (6) months and further subject to force majeure events and other factors as specified herein. Provided however, it is hereby clarified and agreed by the Purchaser/s that in the event, even after receipt of occupation certificate, if the government authorities are unable to provide necessary infrastructure facilities owing to shortage of such infrastructure, then, the Promoter shall not be held liable in any manner whatsoever including to provide such infrastructure facilities to the Project. The Purchaser/s hereby expressly confirms that the Purchaser/s shall not raise any objection in that regard and shall accept possession of the Flat from the Promoter. The Promoter has informed the Purchaser/s that in such event, the Promoter shall make alternate arrangements for water supply through tankers for the sake of convenience of the purchasers in the Project. The Purchaser/s hereby agrees to bear such expenses incurred for the alternate arrangements as aforesaid, which shall be charged proportionately in the monthly maintenance bill until the water connection is received from the concerned authority. The Purchaser/s hereby acknowledges that the water connection from the concerned

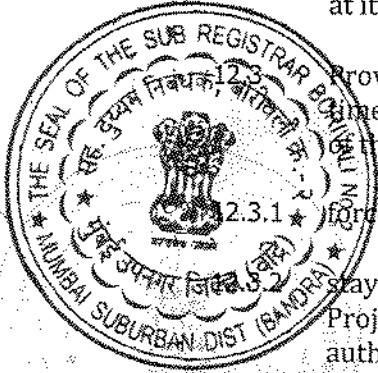


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Purchaser

authority shall be subject to availability and the rules, regulations and bye-laws of the concerned authority and agrees not to hold the Promoter responsible and liable for the same.

- 12.2 If the Promoter fails or neglects to give possession of the Flat to the Purchaser/s on the above referred date (subject to grace period of six (6) months and force majeure and other events as mentioned herein) or within any further date or dates as may be mutually agreed between the Parties hereto, then in such case the Purchaser/s shall be at liberty to give notice to the Promoter terminating this Agreement, in which event the Promoter shall refund to the Purchaser/s the amount of Total Consideration paid till such termination excluding the Taxes and Other Charges that may have been received by the Promoter from the Purchaser/s as instalments in part payment in respect of the Flat. In addition to refund of such amounts by the Promoter to the Purchaser/s, the Promoter shall also pay to the Purchaser/s, interest at the rate as may be prescribed under the Act from time to time from the date the Promoter received such amounts till the date the amounts and the interest thereon is repaid. The Promoter shall refund the above mentioned amount within a period of sixty (60) days from the date of such termination provided the Purchaser/s executes and registers a Deed of Cancellation in respect of the Flat with the Promoters and hands over all original documents in respect of the Flat including this Agreement to the Promoter. The Purchaser/s hereby agrees and acknowledges that upon termination, the Purchaser/s shall not have any further claim against the Promoter, in respect of the Flat or arising out of this Agreement except refund of the aforesaid amounts from the Promoter and the Promoter shall be at liberty to sell the Flat, to any other person or persons at such price and upon such terms and conditions as the Promoter may deem fit and proper at its sole discretion.



- 12.3 Provided that, the Promoter shall be entitled to reasonable extension of time for giving delivery of the Flat on the aforesaid date, if the completion of the Building is delayed on account of:
- 12.3.1 force majeure;
- 12.3.2 stay or injunction order affecting the development of the Property / Project by any court of law, tribunal, competent authority, statutory authority, or any amendments to the applicable law, etc.;
- 12.3.3 non-availability of steel, cement, other building material, water or electric supply;
- 12.3.4 non-payment or delayed payment of installments by the Purchaser/s;
- 12.3.5 labour problems, shortage of water supply or electric power or by reason of any war, civil commotion, act of God if non-delivery of possession is as a result of any notice, order, rule or notification of the Government and/or any other public or competent authority or Sanctioning Authorities or of the court or on account of delay in issuance of NOC's, Licenses, Approvals, occupation certificate etc. or non-availability of essential amenities, services and facilities such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise or for any reason beyond the control of the Promoters;
- 12.3.6 any change in Applicable Laws adversely affecting and / or delaying the development of the Project;
- 12.3.7 election code of conduct;

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- 12.3.8 any change in the DCPR;
- 12.3.9 any additional grant of FSI / TDR which may entail increasing the number of floors;
- 12.3.10 economic hardship;
- 12.3.11 delay in receipt of documents and/or approvals;
- 12.3.12 delay caused due to epidemic or pandemic or lockdowns;
- 12.3.13 any other reason (not limited to the reasons mentioned above), beyond the control or unforeseen by the Promoter, or its agent or not directly attributable to any wilful act or omission on its part, which may prevent, restrict, interrupt or interfere with or delay the construction of the Building including the Flat and the Project.

For the purpose of this Agreement the expression "force majeure" shall include any natural calamity, landslide, strikes, terrorist action or threat, civil commotion, riot, crowd disorder, labour unrest, invasion, war, threat of or preparation of war, fire, explosion, storm, flood, earthquake, pandemic, epidemic, typhoon, tornado, subsistence, structural damage or other natural disaster, calamity or changes in law, regulations, rules or orders issued by any Court or Government authorities or any acts, events, restrictions beyond the reasonable control of the Promoter.

- 12.4 Subject to aforesaid events, if construction of the Building is not completed even within stipulated time period as mention in clause 12.1 hereinabove, then by the end of such time period, the Purchaser/s shall be entitled to opt for an exit from the Project. If the Purchaser/s decide/s to opt for an exit, the Promoter shall be required to refund to the Purchaser/s the Total Consideration paid by the Purchaser/s to the Promoter till then (after deducting any Taxes and Other Charges) along with interest as may be prescribed under the Act from time to time provided the Purchaser/s executes and registers a Deed of Cancellation in respect of the Flat with the Promoter and hands over all original documents executed in respect of the Flat including the Agreement for Sale.

It is hereby clarified that on the occurrence of the aforesaid events mentioned in clause 12.3 hereinabove, the Purchaser/s shall not be entitled to claim any interest/damages/compensation whatsoever.

- 12.5 Upon possession of the Flat being delivered to the Purchaser, he/she/they/it shall have no claim against the Promoter in respect of any item of work in the Flat, other than structural defect liability as per the provisions of the Act.

- 12.6 Nothing contained in these presents is intended to be construed to be transfer of ownership in law of the Project Land/ the Property or the Building or any part thereof.

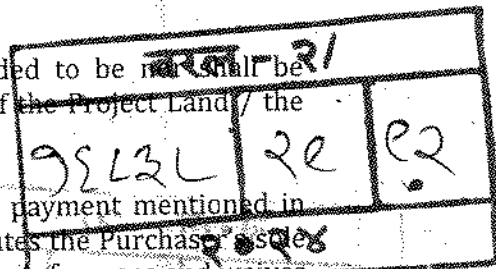
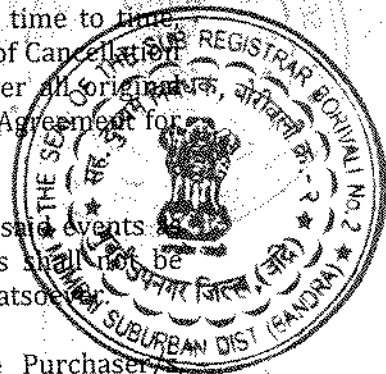
- 12.7 The Purchaser/s agrees that the return of the payment mentioned in clauses 10.3, 10.4, 12.2 and 12.4 above constitutes the Purchaser/s remedy in such circumstances and the Purchaser/s foregoes and waives any and all his/her/their rights to claim against the Promoter for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever.

- 12.8 Upon receipt of the occupation certificate the Promoter shall give a written intimation to the Purchaser/s calling upon the Purchaser/s to pay the balance Total Consideration, Others Charges and Taxes, within fifteen (15) days of such notice. Upon receipt of the aforesaid amounts



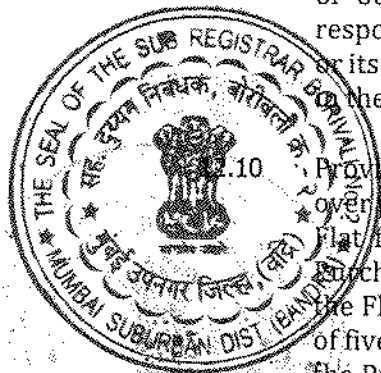
Promoters


Purchaser



from the Purchaser/s, the Promoter shall call upon the Purchaser/s to take possession of the Flat within fifteen (15) days of the Promoter giving such written notice to the Purchaser/s. Upon the expiry of the said period of fifteen (15) days, it shall be deemed that the Purchaser/s has / have taken possession of the Flat and the Flat shall be at the risk of the Purchaser/s (irrespective of whether possession of the Flat is actually taken by the Purchaser/s or not) in all respects, including loss or damage arising from the destruction, deterioration or decrease in value of the Flat. It is agreed that irrespective whether possession of the Flat is actually taken or not by the Purchaser/s, the Purchaser/s shall be responsible and liable to bear and pay to the Promoter all outgoings in respect of the Flat, all rates, property taxes, municipal taxes, cesses, assessments, betterment charges, levies and all other impositions made by the competent local or public bodies or authorities and/or Government, water charges, insurance, common lights and repairs and salaries of employees, chowkidars, sweepers, electricity, gas, water-tanker charges, telephone cables, waterlines, drainage lines, sewerage lines and other expenses and outgoings necessary and incidental to the management, administration and maintenance of the Building / Project. The Purchaser/s shall pay to the Promoter such proportionate share of all outgoings as may from time to time be estimated or determined by the Promoter.

12.9 The Purchaser/s shall, prior to taking possession of the Flat examine and satisfy himself/herself/itself with the area of the Flat and the said amenities / fixtures provided in the Flat. Thereafter, the Purchaser/s shall have no claim against the Promoter with respect to the Flat or any other Common Amenities of the Project or any amenities / fixtures alleged not to have been carried out completed therein or not being in accordance with the plans, specifications and / or this Agreement and / or otherwise. It is clarified that the Promoter shall not be liable or responsible to make good / repair any damage caused by the Purchaser/s or its representatives to the Flat and/or the amenities / fixtures provided in the Flat at the time of examination of the Flat as set out above.



Provided that, if within a period of five (5) years from the date of handing over possession or deemed to have taken the possession in respect of the Flat from the Promoter by the Purchaser/s, whichever is earlier, the Purchaser/s brings to the notice of the Promoter any structural defect in the Flat or the Building in which the Flat are situated within such period of five (5) years, then, wherever possible such defect shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defect, then the Purchaser shall be entitled to receive from the Promoter reasonable monetary compensation for such defect as decided by the Promoter.

Provided further, if any defect or damage is found to have been caused due to the negligence of the Purchaser/s or any other purchaser/s or his/her/their agents or structural defects caused or attributable to the Purchaser/s including by carrying out structural or architectural or any changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy load or using the Flat other than for its intended purpose or such other reasons attributable to the Purchaser/s, then the Promoter shall not be liable for the same.

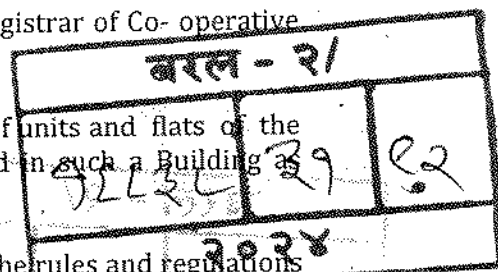
| | |
|--|------|
| 13. ORGANIZATION | |
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| Organisation means either the society / condominium / association of apartment owners that may be formed under the provisions of the Society Act or such other Act as may be applicable, in respect of the | |


Promoters

Purchaser

Project Land and the Building, in accordance with the provisions of this Agreement.

- 13.2 In accordance with the provisions of the Act, the Promoter shall in respect of the flats of the Project at its own discretion form a common Organization of the purchasers of the residential flats / shops for the Project.
- 13.3 The decision of the Promoter as to which documents will be executed for transferring and vesting the title in respect of the Organization shall be conclusive, final and binding on the Purchaser/s of flats / units /shops and the Organization.
- 13.4 The Purchaser/s shall, along with other purchaser/s of units/flats/shops in the wing/building join in forming and registering the Organisation in which the purchaser/s of the Flat shall be joined as members.
- 13.5 For this purpose, the Purchaser/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Organisation and for becoming a member thereof, including the bye-laws of the Organisation and shall duly fill in, sign and return to the Promoter within seven (7) days of the same being made available to the Purchaser/s, so as to enable the Promoter to register the Organisation. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft / final bye-laws of the Organisation, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- 13.6 The name of the Organization shall be solely decided by the Promoter. The Promoter shall be entitled to and may change the name of the Organization once or more than once on or before obtaining completion certificate for the Project. However, the name of the said wing/building shall not be changed by the Organization without written consent of the Promoter.
- 13.7 The Purchaser/s and the purchasers of the other flats shall join in the formation and registration of the Organization and for this purpose and from time to time sign and execute the application for registration and/or membership and all the necessary applications, memoranda, letters, documents and other papers and writings for the purpose of formation and registration of the Organization including bye-laws of the Organization and duly fill in, sign the same at the office of the Promoter within fifteen (15) days of the Purchaser/s being called upon by the Promoter so as to enable the Promoter to register the Organization of the Flat purchasers under the appropriate statute. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or rules as may be required by the Registrar of Co-operative Societies or any other competent authority.
- 13.8 The Organisation shall admit all purchasers of units and flats of the Building to whom the flats / units are allotted in such a Building as members, in accordance with its bye-laws.
- 13.9 The Purchaser/s shall observe and perform all the rules and regulations and bye-laws of the Organization on its formation and the additions, alterations and amendments thereof that may be made from time to time for safety, protection and maintenance of the Building and/or the Project and the Flat therein and for the performance and observance of building rules, regulations and bye-laws for the time being of the concerned local authority, government or public bodies. The Purchaser/s shall also observe and perform all the terms and stipulations laid down by the




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Organization regarding occupation and use of the Flat and shall pay outgoings in accordance with the terms of this Agreement.

- 13.10 The Promoter shall be entitled, but not obliged to, join as a member of the Organization in respect of unsold flats/units in the wing/building, if any.
- 13.11 The Project Land being Government Property, the Promoter will make required applications / representations to SRA / Concerned Authorities to execute necessary lease deed / conveyance in favour of the Organisation as per the applicable rules. It is further clarified that as per the process prescribed the Concerned authority will execute and / or register Lease Deed / Deed of Conveyance and / or such other document as may be required for transfer of leasehold rights / conveyance of the Project Land in favour of the Organisation.
- 13.12 Post official hand over to the Organisation, the Organization shall be responsible for the operation and management and/or supervision of the Building and the Purchaser/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- 13.13 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Organization and execution of lease / conveyance in favour of Organisation as above, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Organization and its members/intended members including the Purchaser/s, as the case may be, and the Promoter shall not be liable toward the same.

COMMON AMENITIES OF THE PROJECT:

It is expressly agreed that the Purchaser/s shall be entitled to the Common Amenities of the Project as more particularly mentioned in Annexure "F" annexed hereto subject to the payment of maintenance charges as more particularly mentioned in Annexure "J" annexed hereto. The costs are indicative and shall be subject to applicable charges at the material time. It is clarified that the various amenities and facilities, the Common Amenities of the Project to be provided as set out in Annexure "F" hereto, shall also be constructed and provided in a phased manner, at the sole discretion of the Promoter and are subject to sanction by the concerned authority. It is hereby agreed that, the Common Amenities of the Project, along with such further areas, amenities and facilities so identified and earmarked by the Promoter during the course of completion of the development of the Project shall be construed as Common Amenities of the Project. It is hereby clarified that upon completion of the Common Amenities of the Project the Purchaser/s shall be liable to pay the proportionate maintenance charges for the same.

- 14.2 Till the formation and hand over of the control in favour of the Organisation as stated above, the Promoter has informed the Purchaser/s that the Purchaser/s and all the other members of the Organization (formed of the buildings of which occupation certificate has been received) shall pay to the Promoter (i) proportionate property tax/municipal tax, levies, cess in respect of the Project, (ii) maintenance charges for the Common Amenities of the Project, and (iii) maintenance charges for the common area maintenance charges in respect of the infrastructure and Common Amenities of the Project.

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14.3 It is specifically clarified that such Other charges will be collected or deposited with the Promoter for the specific purpose as specified herein, on behalf of the Purchaser and /or the Organisation and the Promoters will facilitate the use thereof on behalf of the Purchaser and /or the Organisation in the manner stated hereinabove, if any taxes are applicable thereon in any manner or under any statute, the same shall be borne and paid by the Purchaser.

15. COVENANTS BY THE PURCHASER/S

15.1 The Purchaser/s shall use the Flat or any part thereof or permit the same to be used only for residential purposes.

15.2 It is agreed that until the date the Promoter offers possession of the Flat to the Purchaser/s and the Promoter receives the Total Consideration, Other Charges and the Taxes (as mentioned herein) from the Purchaser/s ("Lock-in Period"), the Purchaser/s shall not be entitled to assign/transfer, by whatsoever manner, the benefits/liabilities under this Agreement in favour of any third person/party save and except the same is done through the Promoter (with a view to maintain price parity for the Project). The Purchaser/s acknowledges the fact that the Lock-in-Period is the essential term and integral part of the understanding between the Parties and the Purchaser/s agrees to abide by the same. In the event, the Purchaser/s assigns/transfers its/his/her benefit under this Agreement, during the subsistence of the Lock-in-Period, then it shall be construed as a breach of the terms of this Agreement and in such a scenario, the Promoter shall be entitled to terminate this Agreement and the consequences of termination as set out in clause 10 hereinabove shall follow.

15.3 The Purchaser/s is/are aware that the marketing collaterals provided by the Promoter to the Purchaser/s in respect of the Project contained materials / pictorial depictions are in the nature of artist's impressions. The Purchaser/s undertakes not to raise any objections with respect to any difference in the Project from such marketing collaterals.


15.4 The Purchaser/s with an intention to bind all persons in whose hands the Flat may come, doth hereby covenant with the Promoter/s as follows:

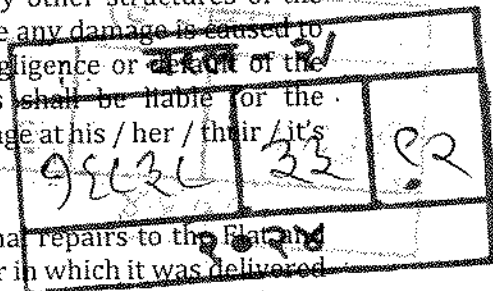
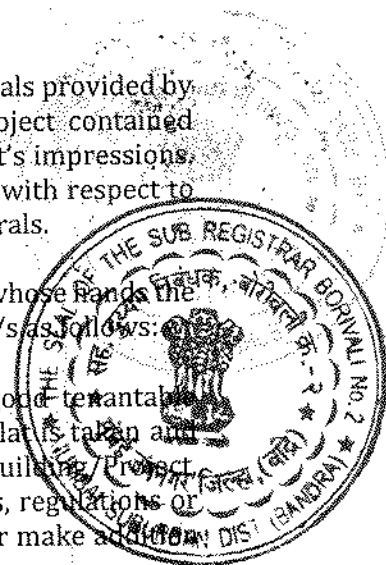
15.4.1 to maintain the Flat at the Purchaser's own cost in good tenantable repairs and condition from the date possession of the Flat is taken and shall not do or suffer to be done anything in or to the Building/Project staircase/s or passage/s which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the Building/Flat or part thereof;

15.4.2 not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the Building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the Building including the entrance thereof. In case any damage is caused to the Flat or the Building on account of the negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach and to rectify damage at his / her / their / it's costs;

15.4.3 to carry at the Purchaser's own cost all internal repairs to the Flat and maintain in the same condition, state and order in which it was delivered by the Promoter and not to do or suffer to be done anything in the Flat or the Building which is in contravention of rules, regulations or bye-laws of


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the concerned local public authority and in the event of the Purchaser/s committing any act, in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;

- 15.4.4 not to demolish or cause to be demolished the Flat or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Flat or any part thereof nor alter the principal or load bearing walls/floors, elevation and outside colour scheme of the Building and to keep intact pillars, beams, slabs, dividing walls, the portion, sewers, drain pipes, as also the entrances and exits, as presently configured, in the Flat and appurtenances thereto in good tenantable repair and condition so as to support, shelter and protect other part of the Building and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC structure or pardis or other structural members in the Flat;
- 15.4.5 not to do or permit to be done any act which may render void or voidable any insurance of the Building/ Property, the Project or any part thereof or whereby any increase in premium shall be payable in respect of the insurance;
- 15.4.6 not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Flat in the compound or any portion of the Project and/or the Property;
- 15.4.7 to bear and pay all rents, rates, taxes, cesses, assessments, municipal/property taxes, interests, penalties, surcharge, water charges, charges for maintenance of STP's, garbage disposal system and such other facilities that the Promoter may install, operate and maintain under the guidelines prescribed under MOEF and/or other statutory authorities including any increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the Sanctioning Authorities and/or government and/or other public authority on account of change of user the Flat or otherwise;



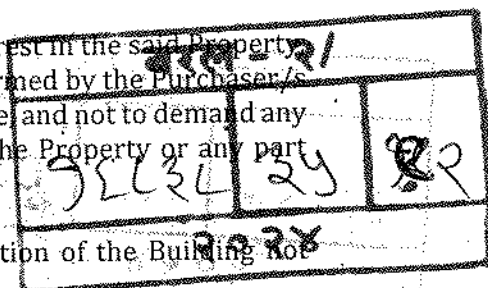
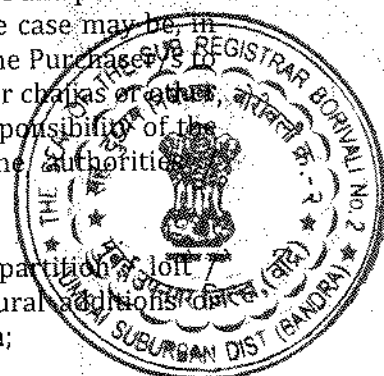
- 15.4.8 to bear and pay all past, present and future taxes, interests, penalties, surcharge, and such other levies, if any, which may be imposed with respect to the construction on the Project and/or any activity whatsoever related to the Flat by the Sanctioning Authorities and/or State/Central/Government and/or public authority from time to time;

- 15.4.9 to permit the Promoter and its architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others including the representatives of the Project Management Agency and its employees, at all reasonable times, to enter into and upon the Flat or any part thereof, to view and examine the state and condition thereof and/or for the purpose of carrying out the service, repairs, upkeep, cleaning and maintenance of the Building or any part thereof, including all drains, pipes, cables, wires, gutters and other fixtures, fittings, utilities, conveniences, amenities and facilities belonging, serving or appurtenant thereto, as also for the purpose of making, laying, installing and/or affixing additional, new and other fixtures, fittings, utilities, conveniences, amenities, facilities and services in, through, over or outside the Flat for the benefit of the Building or the Project. The Purchaser/s shall not obstruct or hinder the Promoter and/or the Project Management Agency and/or their architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others, in carrying out their duties. The Purchaser/s shall rectify and make good all defects, within fifteen (15) days from the date of receipt of a written notice from the Promoter in that regard;

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- 15.4.10 the Purchaser/s shall not without the prior written consent of the Promoter let, sub-let, grant leave and license or part with the possession of the Flat until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up and only if the Purchaser/s has / have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has / have intimated the Promoter and obtained it's prior consent in writing in that behalf;
- 15.4.11 not to close or permit to be closed chajjas or balconies or any such areas which are appurtenant to the Flat (if any)/ Building or change the external colour scheme or the pattern of the colour of the Building;
- 15.4.12 not to change exterior elevation or the outlay of the Building and / or the Flat;
- 15.4.13 not to install/construct/erect water storage tank/s in the Flat;
- 15.4.14 save and except a name plate not to affix/install any sign, name or display boards, or any hoardings or neon lights out or about the Flat, the Building and/or in any part of the Project, without the prior written permission of the Promoter till the handover to the Organisation and/or the Organisation, as the case may be;
- 15.4.15 not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/balconies or chajjas or other open space/s (if any) forming a part of or appurtenant to the Flat. If the Purchaser/s desires to affix/install grills to the windows of the Flat, or grill/s or safety door/s to the main door of the Flat, then the Purchaser/s shall obtain the prior written permission of the Promoter and/or the Organisation, as the case may be, to do so and shall ensure that the designs and position thereof are strictly in accordance with the designs, specifications and permission given by the Promoter and/or the Organisation, as the case may be, in that regard. It is further clarified that any such act by the Purchaser/s to cover the open terrace/s, the open balcony/balconies or chajjas or other open space/s (if any) shall be at the sole risk and responsibility of the Purchaser/s as to costs and action, if any, by the Organisation;
- 15.4.16 not to construct/erect any brick or masonry wall / partition / mezzanine in the Flat or to make any other structural alterations of a temporary or permanent nature therein;
- 15.4.17 not do or suffer to be done anything on the Project / Flat which would be forbidden or prohibited by the rules of the concerned government authorities. In the event, the Purchaser/s commits any acts or omissions in contravention to the above, the Purchaser/s alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Promoter in that behalf;
- 15.4.18 not to demand partition of the Purchaser/s interest in the said Property, it being expressly agreed, understood and confirmed by the Purchaser/s that the Purchaser's interest therein is impartible and not to demand any sub-division of the Flat or the Project Land / the Property or any part thereof;
- 15.4.19 not to encroach upon or make use of any portion of the Building not agreed to be acquired by the Purchaser/s;
- 15.4.20 the Purchaser/s agrees not to make any claim or complaint on account of any inconvenience on account of any nuisance, obstruction of air, light, noise etc., interference or impediment being caused to the Purchaser/s



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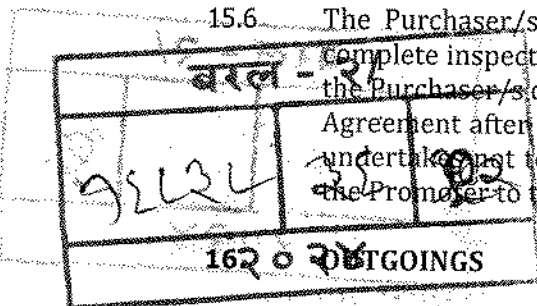
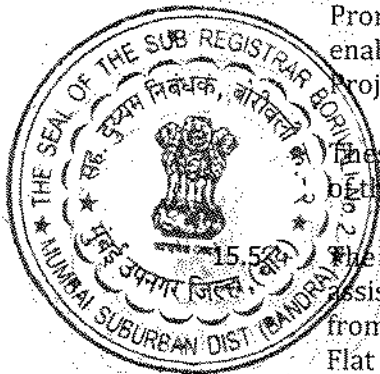
on account of phase wise development of the Project being undertaken by Promoter after possession of the Flat have been handed over by Promoter to the Purchaser/s;

- 15.4.21 not to violate and to abide by all rules and regulations framed by the Promoter / its designated Project Management Agency or by the Organisation, for the purpose of maintenance and up-keep of the Building/ Project;
- 15.4.22 upon the Promoter terminating this Agreement, the Purchaser/s shall cease to have any right, title, interest, claim, demand etc. of any nature whatsoever in respect of the Flat or any part thereof and/or the Project and/or against the Promoter and the Promoter shall be entitled to deal with and dispose off the Flat to any other person/s as it deems fit without any further act or consent of the Purchaser/s;
- 15.4.23 to co-operate and render all assistance and facilities to the Promoter and to do and perform all acts, deeds, things and matters, as may be required by the Promoter from time to time and at all times hereafter, including to sign and execute and admit execution of all necessary writings/documents as may be required by the Promoter, within fifteen (15) days from receipt of intimation by the Promoter in respect thereof and to attend the Promoter's office in this regard, for enforcing and putting into complete effect the terms, conditions and provisions of this Agreement and all related or incidental documents and writings and so as to enable the Promoter to carry out and complete the development of the Project and the contiguous, adjacent and adjoining lands in the manner that may be desired and deemed fit and as envisaged by the Promoter in its sole and unfettered discretion, including as mentioned in this Agreement; and
- 15.4.24 grant to the Promoter, all the facilities, assistance and co-operation as the Promoter may reasonably require from time to time even after the Promoter has offered possession of the Flat to the Purchaser/s, so as to enable the Promoter to complete the scheme of development of the Project.

These covenants shall be binding and operative even after the formation of the Organization.

The Purchaser/s hereby agrees to grant to the Promoter, all the facilities, assistance and co-operation as the Promoter may reasonably require from time to time even after the Promoter has delivered possession of the Flat to the Purchaser/s, so as to enable the Promoter to complete the scheme of development of the Property. The Promoter shall be entitled to modify, amend, alter, change the layout of the Property by changing the alignment, locations, placement of buildings, garden, parking area and other amenities or facilities and shall further be entitled to propose and put up any additional new wing / structure either independent or byway of extension or in continuation or attached to the building under construction in the layout with or without amendment of such layout.

- 15.6. The Purchaser/s confirms that the Promoter has given full, free and complete inspection of documents of title in respect of the Property and the Purchaser/s confirms that he/she/they/it has/have entered into this Agreement after inspecting all relevant documents and the Purchaser/s undertakes not to raise any objection and/or requisition on the title of the Promoter to the Property / the Project Land or any part thereof.



Promoters

Purchaser

- 16.1 Commencing fifteen (15) days after notice in writing is given by the Promoter to the Purchaser/s to take possession of the Flat, irrespective of whether possession is taken or not, the Purchaser/s shall be liable to pay the proportionate share of the outgoings namely local taxes, interests, penalties, surcharge, betterment charges, sub-station and cable cost or such other levies by the concerned local authority and expenses for electricity, water, common lights, repair and salaries of clerks, bills of collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Building. Until the management of the Building is handed over to the Organisation, the Purchaser/s shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter. In addition to the aforesaid, the Purchaser/s shall also be liable to pay proportionate charges towards such infrastructure and Common Amenities of the Project as mentioned in the **Annexure - "J"**. Until the management of the Project is handed over to the Organisation, the Purchaser/s shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter.
- 16.2 The amount so paid shall not carry any interest and remain with the Promoter until the management is handed over to the Organisation.
- 16.3 The purposes and the corresponding amounts as mentioned in **Annexure "J"** are as per the present estimates and are subject to modification by the Promoter and shall not carry interest. In the event, the amounts collected towards advance charges / assessment are exhausted, then the Purchaser/s shall deposit /pay the shortfall amount to the Promoter, on demand by the Promoter without any delay or demur.
- 16.4 It is agreed that, the Promoter is not liable to render any accounts in respect of any amounts collected under the relevant head of the other charges to the Purchaser/s and the Promoter shall hand over the consolidated deposits or balance thereof, if any, to the Organisation on handover of management as aforesaid. In the event of any additional amount becoming payable, the Purchaser/s shall forthwith on demand pay and deposit the difference to the Promoter.
- 16.5 Subject to what is stated hereinabove, the Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser/s as advance or deposit on account of provisional maintenance charges and shall utilize the same for the purpose for which they have been received.

17. INTEREST

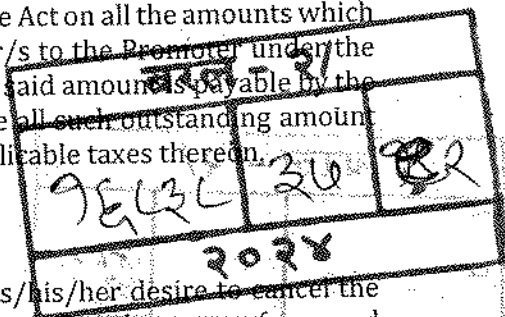
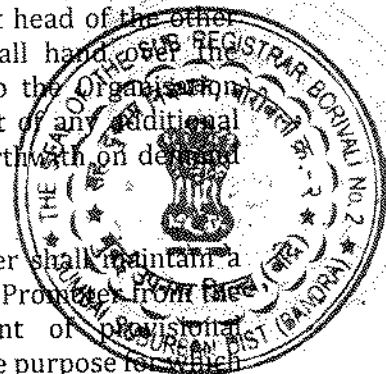
Without prejudice to the Promoter's other rights under this Agreement and/or in law, the Purchaser/s agrees to pay to the Promoter, such interest rate as may be prescribed under the Act on all the amounts which become due and payable by the Purchaser/s to the Promoter under the terms of this Agreement from the date, the said amount is payable by the Purchaser/s to the Promoter until the date all such outstanding amount is received by the Promoter along with applicable taxes thereon.

18. CANCELLATION

- 18.1 In the event, the Purchaser/s expresses its/his/her desire to cancel the reservation/allotment of the Flat for any reasons whatsoever (save and except for reasons mentioned in clauses 12.2 and 12.4 hereinabove), then the Promoter shall be entitled to forfeit/deduct the recovery amounts from the Total Consideration paid by the Purchaser/s till such cancellation and consequently other provisions of the termination, as set out in clause 10 herein, shall consequently concomitantly follow


Promoters


Purchaser



including the execution and registration of the Deed of Cancellation and handover of originals of all the documents in respect of the Flat to the Promoter.

- 18.2 It is hereby clarified that forfeiture of the amounts as aforesaid are without prejudice to the other rights available to the Promoter including the entitlement to levy such interest rate as prescribed under the Act.
- 18.3 Upon such cancellation/termination of this Agreement, the Purchaser's right to the Flat shall forthwith cease to exist and the Promoter shall be entitled to re-allot/sell the same in favour of any third party at its discretion.
- 18.4 The Purchaser/s further agrees that receipt of the aforementioned refund by way of Cheque, if any, by hand delivery/registered post acknowledgment due at the address/encashed by the Purchaser/s or not, will be considered as the payment made by the Promoter towards such refund and its liability in terms of the said refund shall come to an end forthwith. The Purchaser/s shall not take or make any objection, contention, obstruction, claim or any proceeding in respect of the Promoter re-selling/re-allotting the Flat to any person/s pending refund of balance monies (after deduction) as mentioned hereinabove. In such an event, the Purchaser/s shall not be entitled to claim any right, title or benefit of any nature whatsoever in respect of the Flat or any part thereof.
- 18.5 Refund of the taxes and duties paid in terms of this agreement (if applicable) will be provided, once received from the concerned authorities, as and when adjudicated and refunded by the concerned authorities.

19. STAMP DUTY AND REGISTRATION



The stamp duty applicable on this Agreement shall be borne and paid by the Promoters. The Registration Fees and applicable charges for registration will be borne and paid by the Purchaser. The Developer may facilitate the payment of registration fees after being recovered from the Purchaser. The Purchaser/s shall, lodge this Agreement before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice on this regard the Promoter shall attend such office and admit the execution thereof. The Purchaser shall execute required writing / declaration as prescribed by the concerned authority or required by the Promoters inter alia stating that the payment of stamp duty on this agreement being paid by the Promoters.

20. NOTICES

Any notice to any party hereto in connection with this Agreement shall be in writing and shall be sent to such party's contact details first set out above or such correspondence address and email id as may be communicated by the Purchaser/s to the Promoter in writing subsequently. Each party shall inform the other party in writing of any changes in his/its contact details. Notices shall be deemed to have been properly given, if sent to the Purchaser/s at the address hereinbefore stated or email id, through e-mail, registered letter, courier service, personal delivery or registered letter shall be the actual date of such delivery. It is hereby clarified that, the Promoter shall serve the notice only to the Purchaser/s named firstly in the name clause and the same shall be deemed to be served on all the purchasers.

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21. INDEMNIFICATION BY THE PURCHASER/S

Promoters

Purchaser

The Purchaser/s shall indemnify and keep indemnified the Promoter harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Promoter directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoter under this Agreement, (b) any breach and/or default by the Purchaser/s in the performance of any and/or all of his/its obligations under this Agreement, (c) damages to any property(ies) howsoever arising related to the occupation and / or use of the Flat and directly or indirectly as a result of the negligence, act and/or omission of the Purchaser/s or his/its agents, servants, tenants, guests, invitees and/or any person or entity under his/her/its control, and (d) Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the Flat.

22. GENERAL PROVISIONS

22.1 This Agreement and all annexures as incorporated into this Agreement by reference, constitute the entire agreement between the Parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter, any agent, employee or representative of the Promoter or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser/s or made available for the Purchaser's viewing. This Agreement shall form the only binding agreement between the Parties hereto subject only to the terms and conditions contained herein and this Agreement fully superseded and replaces any previous agreements concerning the Flat between the Parties hereto.

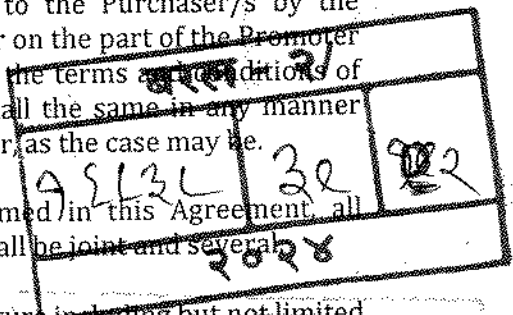
22.2 It is hereby agreed that it shall be the obligation of the Promoter to comply with and fulfil all the obligation, commitments, terms as they may have agreed with their respective purchasers, save and except as set out herein.

22.3 The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.

22.4 Any delay, tolerated or indulgence shown by the Promoter in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of instalment granted to the Purchaser/s by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice or affect the rights of the Promoter, as the case may be.

22.5 If there is more than one purchaser named in this Agreement, all obligations hereunder of such purchaser shall be joint and several.

22.6 All taxes, charges, levies, past, present or future including but not limited to GST or any other impositions, interest, penalties, surcharges or levies, (i) on account of this transaction, or (ii) pro-rata on account of the entire development of the Project, or (iii) on the Total Consideration and other amounts payable by the Purchaser/s to the Promoter, or (iv) otherwise, excluding stamp duty payable on this agreement shall be to the account of the Purchaser/s alone and the Promoter shall not be liable to pay the same. For the avoidance of doubt, any such taxes, impositions etc. shall be payable by the Purchaser/s over and above the Total Consideration of the Flat and the Promoter decision as regards the quantum of the same



 Promoters

 Purchaser

shall be final and binding on the Purchaser/s. Any GST or taxes applicable on the penal provisions in terms hereof, shall be borne by the Purchaser/s.

22.7 The permanent account number details of the Parties are as follows:

| Name of the Party | Permanent Account Number Details |
|-----------------------|----------------------------------|
| Sai Aastha Developers | ABYFS0203J |
| Sunita Rodrigues | ALOPD4344F |

23. DISPUTE RESOLUTION AND GOVERNING LAW

23.1 If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavour to resolve the same by mutual discussions and agreement.

23.2 In case of failure to settle the dispute amicably, the dispute shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Act.

23.3 This Agreement shall be governed and interpreted by and construed in accordance with the laws of India.

24. CONFIDENTIALITY

The Purchaser/s hereto agrees that all the information, documents etc. exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof (**"Confidential Information"**) is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party or used otherwise without the prior written consent of the Promoter. The confidentiality obligations under this clause shall survive even after transferring over the possession of the Flat and is legally binding on the Purchaser/s and shall always be in full force and effect.

The Purchaser/s shall not make any public announcement regarding this Agreement without prior consent of the Promoter.

24.3 Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:-

24.3.1 such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating Organization or other recognized investment exchange having jurisdiction over the Parties; or

24.3.2 such disclosure is required in connection with any litigation; or

24.3.3 such information has entered the public domain other than by a breach of the Agreement

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**THE FIRST SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE PROPERTY)**

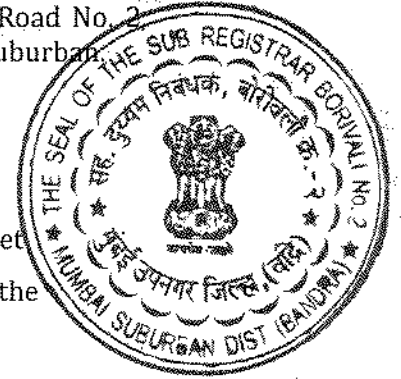
All that pieces and parcels of land bearing CTS No. 163A/2 (part) of Village Akurli, Taluka Borivali, Mumbai Suburban District, admeasuring 3562.60 sq. meters or thereabout lying, being and situate at Hanuman Nagar, Vadarpada Road No. 2, Kandivali (East), Mumbai within the registration District of Mumbai Suburban.

**THE SECOND SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE PROJECT LAND)**

All that pieces and parcels of land bearing CTS No. 163A/2 (part) of Village Akurli, Taluka Borivali, Mumbai Suburban District, admeasuring 1729.74 sq. meters or thereabout lying, being and situate at Hanuman Nagar, Vadarpada Road No. 2, Kandivali (East), Mumbai within the registration District of Mumbai Suburban.

**THE THIRD SCHEDULE HEREINABOVE REFERRED TO
(DESCRIPTION OF THE FLAT)**

Residential Flat No. 202 admeasuring 35.24 Square meters (Carpet Area) equivalent to 380 square feet on the 2nd floor, in the C wing of the building known as ENSO SANZA.



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

SIGNED AND SEALED
by within named "Promoter"
M/s. SAI AASTHA DEVELOPERS
by the hands of its Authorized Signatory

Mr. Shakrendra Seth

Mr. Amit Duhlani

in the presence of:

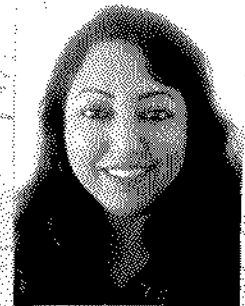
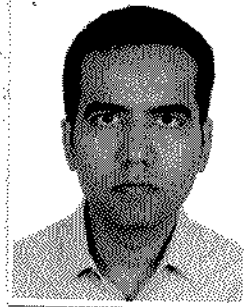
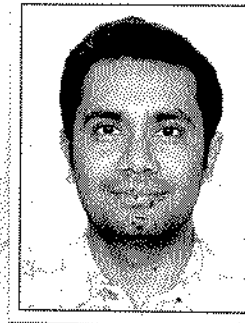
1. *Hemang*
2. *AD*

SIGNED AND SEALED
by within named "Purchaser/s"

Ms. Sunita Rodrigues

in the presence of:

1. *Hemang*
2. *AD*



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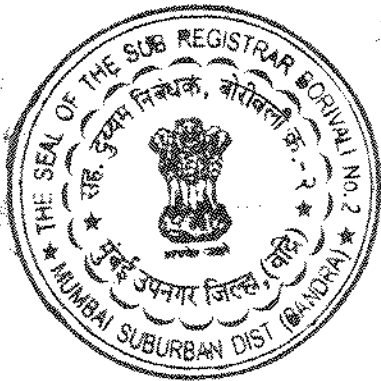
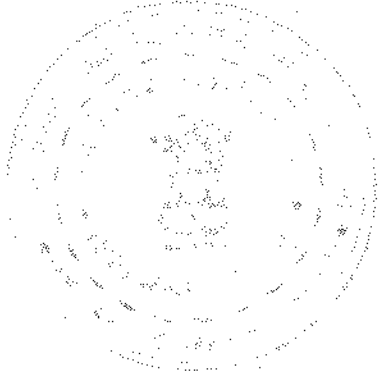
RECEIVED of and from withinnamed, the Purchaser/s, a sum of Rs. 9,72,125 /-
(Rupees Nine Lakh Seventy Two Thousand One Hundred Twenty Five Only) being the
Earnest money/part consideration amount mentioned in clause 6.1 of this Agreement.

WE SAY RECEIVED

For, M/s. SAI AASTHA DEVELOPERS

i md *SAI*

Authorised Signatory



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LIST OF ANNEXURES

| Annexure | Details |
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| Annexure "A" | Property Card |
| Annexure "B" | Intimation of Approval - Sale Building |
| Annexure "C" | Commencement Certificate - Sale Building |
| Annexure "D" | Layout Plan |
| Annexure "E" | Title Report |
| Annexure "F" | Common amenities of the Project |
| Annexure "G" | Amenities within the Flat |
| Annexure "H" | Typical floor Plan for Flat |
| Annexure "I" | Balance Consideration Payment schedule |
| Annexure "J" | Other charges schedule |
| Annexure "K" | No Dues Letter |



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[Signature]

Promoters

[Signature]

Purchaser

Annexure-B



SLUM REHABILITATION AUTHORITY

NO.SRA/ENG/RS/STGL/0019/20061020/AP

Date:

To,

✓ Shri. Mehul Vaghela
of M/s. Creative Consultancy
Gala No.2774, Bldg. No.63,
Gandhi Nagar, Bandra (E),
Mumbai.

19 JAN 2021

Sub : Amended IOA of Sale Building for proposed S. R. Scheme under Regulation 33(10) on plot bearing new C.T.S. No. 163A/2 (pt.) of Village Akurli, Kandivali (E), Mumbai for Sainath SRA CHS Ltd.

Ref : Your letter dtd. 11.01.2021.

With reference to above, the amended plans for Rehab Building are hereby approved by this office subject to the following conditions:

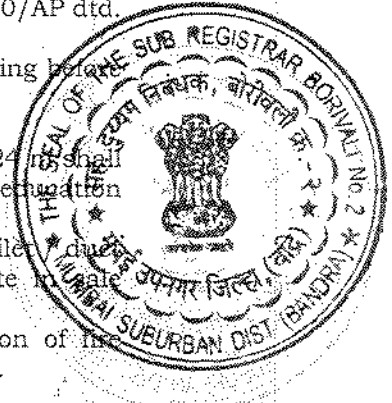
- 1) That conditions of LOI under No. i) SRA/ENG/1673/RS/STGL/LOI. dtd. 20/05/2014 & revised LOI on 04.10.2017 & 06.01.2021 respectively shall be complied with.
- 2) That conditions of IOA u/no.SRA/ENG/RS/STGL/0019/20061020/AP dtd. 12.10.2017 shall be complied with.
- 3) That you shall submit NOC from Ch. E (M&E) of MCGM for parking before asking further C.C. to the Sale building.
- 4) That the Revised drainage layout approval shall be submitted.
- 5) That the structural design of buildings having height more than 24 m shall be got peer reviewed from another registered structural engineer/engineering institute.
- 6) That the condition of inadequate size of Bed Room, bathroom / toilet due to planning constrain of deficient size shall be incorporate in the revised agreements.
- 7) That the revised structural design & drawings including erosion of engine load for open space, UGT & other areas shall be submitted.

One set of amended plan is returned herewith as a token of approval.

Yours faithfully,

Barwa 19.01.2021

Executive Engineer - (II)
Slum Rehabilitation Authority



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SLUM REHABILITATION AUTHORITY

No.RS/STGOVT/0019/20061020/AP/S

Date:

21 FEB 2023

To,

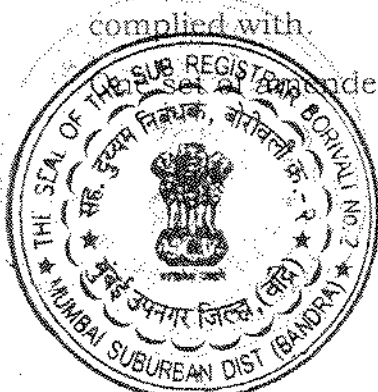
Shri Mehul Vaghela,
M/s. Creative Consultancy,
2774/63, Gandhi Nagar,
Opp. MIG Ground,
Bandra (E), Mumbai-400051.

Sub: Amended plans for Sale Bldg. under Reg. 33(10) of DCPR -2034 in proposed S. R. Scheme on plot bearing C.T.S. No. 163 A/2 (pt.) of Village Akurli, Kandivali (E), Mumbai for "Sainath SRA CHS Ltd."

Gentleman,

With reference to above, the amended plans submitted by you for the Sale Bldg. is hereby approved by this office subject to the following conditions;

- 1) That the conditions mentioned in LOI u/no. SRA/ENG/1673/RS/STGL/LOI dtd. 20/05/2014 & 04/10/2017 & 06/01/2021 shall be complied with.
- 2) That the conditions of IOA u/no. RS/STGOVT/0019/20061020/AP/S dtd. 12/10/2017 & amended IOA dtd. 19/01/2021 & 23/03/2022 shall be complied with.



Set of Amended plan is returned herewith as token of approval.

Yours faithfully,

S.d.

Executive Engineer - II
Slum Rehabilitation Authority

No.RS/STGOVT/0019/20061020/AP/S

Copy to:

- 1) M/s. Sai Aastha Developers
- 2) Asst. Municipal Commissioner, 'R/S' Ward, M.C.G.M.
- 3) A.E.W.W. 'R/S' Ward.
- 4) A.A. & C. 'R/S' Ward.

Manoj
21.02.2023

Executive Engineer - II
Slum Rehabilitation Authority

Administrative Building, Anant Kanekar Marg, Bandra (E), Mumbai- 400051
Tel: 022-26590457/26590457/1879 Fax: 01-22-26590457 Website: www.sra.gov.in E-mail: info@sra.gov.in

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DEVELOPER COPY

Sr. No. 186

SLUM REHABILITATION AUTHORITY

Administrative Building, Anant Kanekar Marg, Bandra (east), Mumbai - 400051
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM "A")

NO RS/STGOVT/0019/20061020/AP/S

COMMENCEMENT CERTIFICATE

- 5 FEB 2021

To,
M/s. Sai Aastha Developers
2nd Floor, Sai Prasad, N.P.Road,
Vileparle (E), Mumbai-400 086.

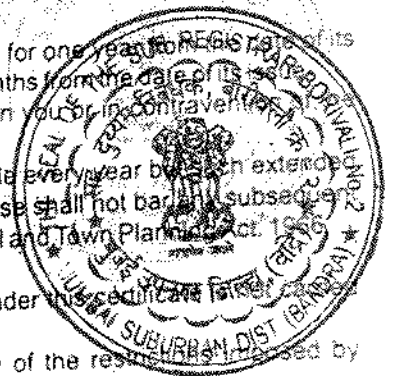
Sale Building

Sir,
With reference to your application No. 7182 dated 20/12/2014 for Development Permission and grant of Commencement Certificate under section 44 & 49 of the Maharashtra Regional and Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 to erect a building on plot No. C.T.S. No. 163 A/2(pt) of Village Akurli of Vir Tanaji Nagar, Hanuman Nagar, Akurli Road, Kandivalli (E), Mumbai For Sainath SRA

of village CHS Ltd. T.P.S.No. --
ward R/S Situated at Akurli Village

The Commencement Certificate / Building Permit is granted subject to compliance of mentioned in LOI 20/05/2014, U/R No. SRA/ENG/1673/RS/STGL/LOI dt. 04/10/2017, 6/1/21 IDA/U/R No. RS/STGOVT/0019/20061020/AP/S dt. 19/01/2021 and on following conditions.

- The land vacated in consequence of endorsement of the setback line/road widening line shall form part of the Public Street.
- That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any reason until occupancy permission has been granted.
- The Commencement Certificate/Development permission shall remain valid for one year from the date of its issue. However the construction work should be commenced within three months from the date of its issue.
- This permission does not entitle you to develop land which does not vest in you or in contravention of provision of coastal Zone Management Plan.
- If construction is not commenced this Commencement Certificate is renewable every year by an extended period shall be in no case exceed three years provided further that such lapses shall not bar subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act 1966.
- This Certificate is liable to be revoked by the C.E.O. (SRA) if:-
 - The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - Any of the condition subject to which the same is granted or any of the restrictions imposed by the C.E.O. (SRA) is contravened or not complied with.
 - The C.E.O. (SRA) is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 and 45 of the Maharashtra Regional and Town Planning Act 1966.
- The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.



The C.E.O. (SRA) has appointed Shri. P. B. Pawar Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This C.C is granted for work up to plinth C.C. of window of Sale Building.

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For and on behalf of Local Authority
The Slum Rehabilitation Authority
Pawar
Executive Engineer (SRA)
FOR
CHIEF EXECUTIVE OFFICER
(SLUM REHABILITATION AUTHORITY)

RS/STGOVT/0019/20061020/AP/S 25 MAR 2022

This C.C is re-endorsed as per approved amended plan dated 23/03/2022.

[Signature]
23/3/22

Executive Engineer
Slum Rehabilitation Authority

RS/STGOVT/0019/20061020/AP/S

This C.C is further extended upto 6th floor for wing C & D of sale building as per amended plan dated 23/03/2022.

[Signature]
17/5/22

Executive Engineer
Slum Rehabilitation Authority

RS/STGOVT/0019/20061020/AP/S - 6 DEC 2022

This C.C is further extended upto 17th upper floor for wing C & D of sale bldg in the form of RCC framework as per approved amended plan dtd. 23/03/2022.

[Signature]
06.12.2022

Executive Engineer
Slum Rehabilitation Authority



R-S/STGOVT/0019/20061020/AP/S 15 MAY 2023

This C.C re-endorsed & further extended for full height beyond 17th floor i.e. from 18th upper floor to 23rd upper floor in the form of R.C.C frame work including O.H.W.T & L.M.R for wing 'C' & 'D' as per the approved amended plans dtd 21/02/2023.

[Signature]
15/05/2023

Executive Engineer
Slum Rehabilitation Authority

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R-S/STGOVT/0019/20061020/AP/S

17 AUG 2023

This C.C is further extended upto 4th floor of wing 'A' of sale Bldg in the form of RCC framework only as per the approved amended plan dtd 21/02/2023.

Pawar
17.08.2023
Executive Engineer
Slum Rehabilitation Authority

R-S/STGOVT/0019/20061020/AP/S

22 MAR 2024

This C.C is Re-endorsed & further extended upto 9th upper floor for wing 'A' & upto 3rd upper floor for wing 'B' of sale bldg in the form of RCC framework only as per the approved amended plan dtd. 22/03/2024.

Pawar
22/03/2024
Executive Engineer
Slum Rehabilitation Authority

R-S/STGOVT/0019/20061020/AP/S

30 AUG 2024

This C.C is further extended upto 10th upper floor for wingA &B of sale Bldg. in the form of RCC frame work only as per approved amended fplan dtd 22/03/2024.



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TITLE REPORT

M/S. SAI AASTHA DEVELOPERS,
901, Links Building, 9th Floor,
Corner of 14th Road and Khar Pali Road,
Khar (West), Mumbai - 400052.

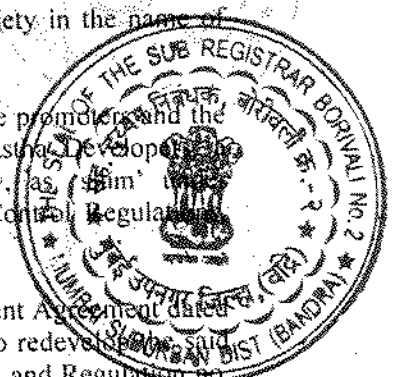
Re. : All that piece and parcel of land bearing City Survey No. 163/A/2 (part) of Village Akurli, Taluka Borivali, area admeasuring 3562.60 sq. mtrs. or thereabout, at Hanuman Nagar, Akurli Road, Kandivali (East), Mumbai - 400101, within registration district of Mumbai Suburban District ("said Property").

Sir,

1. The said Property also referred as CTS No. 163/A (part) is part of the larger piece and parcel of land bearing City Survey No. 163/A of Village Akurli, Taluka Borivali, Mumbai Suburban District, is in the name of the State of Maharashtra.
2. The said Property was totally occupied by the slum dwellers and the slum dwellers were in use and occupation of the said Property.
3. The slum dwellers on the said Property formed a proposed society in the name of Sainath Co-operative Housing Society (Proposed) ("said Society").
4. The said Society in its meeting held on 15.01.2006, appointed the promoters and the managing committee of the society, and also appointed M/s. Sai Aastha Developers as 'the Developer' to redevelop the said Property, as 'slum' as per the provisions of Maharashtra Slum Act, 1971 and Regulation no. 33 (10) read with Appendix (iv) of the Development Control Regulation, 1991.
5. Pursuant to the said Resolution, the said Society, vide Development Agreement dated 10.05.2006, appointed M/s. Sai Aastha Developers as 'the Developer' to redevelop the said Property, as 'slum' as per the provisions of Maharashtra Slum Act, 1971 and Regulation no. 33 (10) of the Development Control Regulations, 1991 read with Appendix (iv), on the terms and conditions recorded therein. The said Society also executed a General Power of Attorney dated 07.04.2006, in favour of the Partners of the Developers to facilitate redevelopment of the said Property by the Developers as per the relevant provisions of the law.
6. The Consent Letters are also signed by the Hutment Dwellers in favour of the Developer relating to the said Property.
7. The said Sainath Co-operative Housing Society (Proposed) was subsequently registered with the Registrar of Cooperative Societies, SRA Mumbai, being Sainath SRA Co-operative Housing Society Limited, under registration No. MUM/SRA/HSG/(TC)/12490/2014.



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8. M/s. Sai Aastha Developers (hereinafter referred to as "the Developer") applied to the Slum Rehabilitation Authority (hereinafter referred to as "the SRA"), the nodal agency appointed by the Government of Maharashtra as the planning and regulatory Authority, for the purpose of implementation of slum schemes on declared slums, as per the relevant provisions of law.

9. Annexure - II dated 22.08.2007 is issued by MHADA, alongwith certified list of total slum tenements standing on the said Property and certification of the slum tenements / slum dwellers eligible for rehabilitation as per the Maharashtra Slum Act read with applicable D. C. Regulations.

10. By Letter of Intent No. SRA/ ENG/1673/ RS/STGL/ LOI dated 20.05.2014 issued by the SRA, the SRA sanctioned the scheme for redevelopment of the said Property under the provisions of the Maharashtra Slum Act read with applicable D. C. Regulations for construction of buildings on the said Property under the Rehabilitation Component and Sale Component, on the terms and conditions contained therein. The said Letter of Intent was revised by further Revised LOI dated 04.10.2017 and further revised Letter of Intent dated 06.01.2021.

11. By Intimation of Approval dated 8th December, 2014 issued by the SRA, the SRA approved the plans of the Rehabilitation Building on the said Property. The SRA granted the revised Intimation of Approval dated 07.10.2017 and further revised Intimation of Approval dated 02.02.2021 in respect of the Rehab Building.

12. By Commencement Certificate dated 13.04.2016 issued by the SRA, the SRA issued permission to construct the Rehab Building upto plinth level and the validity thereof has been extended from time to time by SRA, by way of subsequent endorsement/s dated 07.10.2017, 02.01.2021 and 06.05.2021. As per the latest endorsement dated 12.01.2021, SRA granted permission to reconstruct the Rehab Building/ Composite Building upto 22nd Floor.

13. By Intimation of Approval dated 12.10.2017 issued by the SRA, the SRA approved the plans of the Sale Building on the said Property. The SRA granted revised Intimation of Approval dated 02.02.2021 in respect of Sale Building.

14. By Commencement Certificate dated 05.02.2021 issued by the SRA, the SRA issued permission for construction of the Sale Building upto plinth level.

15. Vide Letter bearing No. SRA/ENG/RS/STGL/0019/2006120/LAY dated 31.03.2021, SRA approved the revised layout of the project on the said Property as per the plan appended therein and subject to the terms specified therein.

16. In terms of Sanction Letter dated 29.03.2018 issued by Dewan Housing Finance Limited ("DHFL") and Loan Agreement dated 02.04.2018 made and executed between DHFL and the Developer, the Developer availed loan from DHFL, on the terms and conditions contained therein and transaction documents executed in lieu thereof. Vide duly registered Deed of Simple Mortgage dated 02.04.2018, the Developer created exclusive mortgage / charge over the premises in sale component area, in favour of DHFL, in the

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Sudam Borkar & Associates
ADVOCATES

B-7, Shopper's Spot, Gokuldharm,
Film City Road, Malad (E),
Mumbai - 400097.
E-mail : sudamborkar@gmail.com
Mob: 9987027028

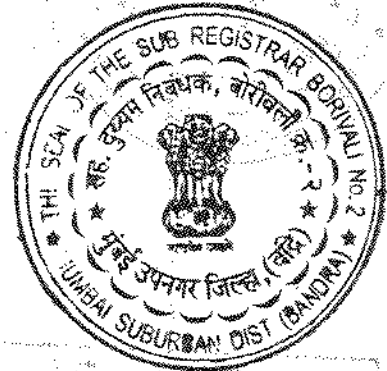
manner recorded therein. Upon obtaining revised permissions and sanctions in the project from the SRA, DHFL issued Revised Sanction Letter dated 25.03.2021 in favour of the Developer. In terms of the said Revised Sanction Letter, the parties executed and registered Supplemental Deed of Simple Mortgage dated 31.03.2021, whereby the description of the premises mortgaged with DHFL have been revised, in the manner stated therein.

17. On the basis of and subject to the above and the aforesaid documents produced before me and search report prepared on the basis of search conducted at the concerned office of Sub-Registrar of Assurances, in my opinion, subject to charge of DHFL, the Developer is entitled to redevelop the said Property under aegis of Slum Rehabilitation Authority, as per the relevant provisions of the Maharashtra Slum Act read with applicable D. C. Regulations.

Dated this 24th May, 2021.

For Sudam Borkar & Associates

Sudam Borkar
Sudam Borkar
Advocate



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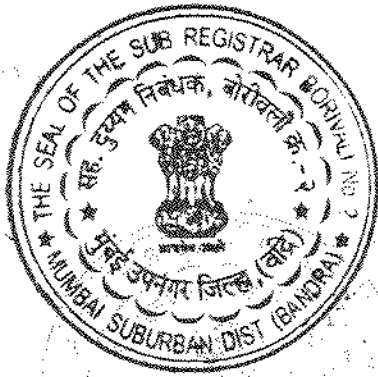
Annexure - "F"

COMMON AMENITIES IN THE PROJECT

| Category | Details |
|-------------------------|---|
| Security systems | 24*7 Surveillance |
| Terrace | Well done up terrace with seating and lighting |
| Fire Fighting Equipment | Fire Fighting equipment |
| Lifts | High speed Mitsubishi or equivalent lifts provided with ARD (Automatic rescue device) |
| Ambulance | Ambulance for the use of the society |
| Lobby | Well done up lobby |
| | Specially Enabled Access Building (Ramps, Stretcher Lifts & Wheelchair) |
| Fitness Centre | Well-designed Fitness Centre |
| Society Office | Society Office |
| | Sewage treatment plant and Rain water harvesting |

Note :

1. Amenities are as per the agreed terms at the current stage subject to relevant government approvals.
2. Sai Aastha Developers reserves the right to change, revise the amenities or provide the equivalent amenities.



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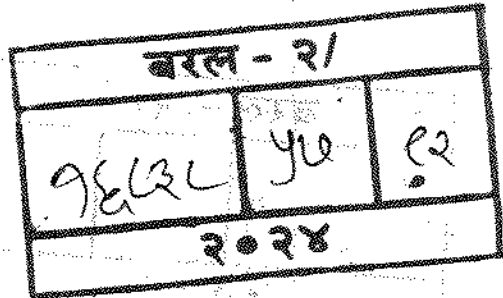
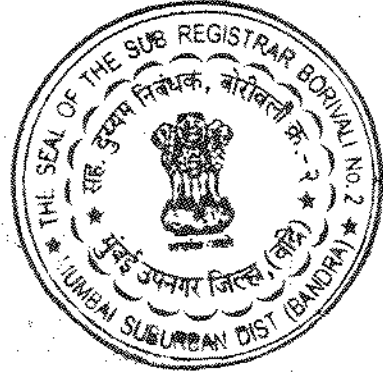
Annexure "G"

AMENITIES WITHIN THE FLAT

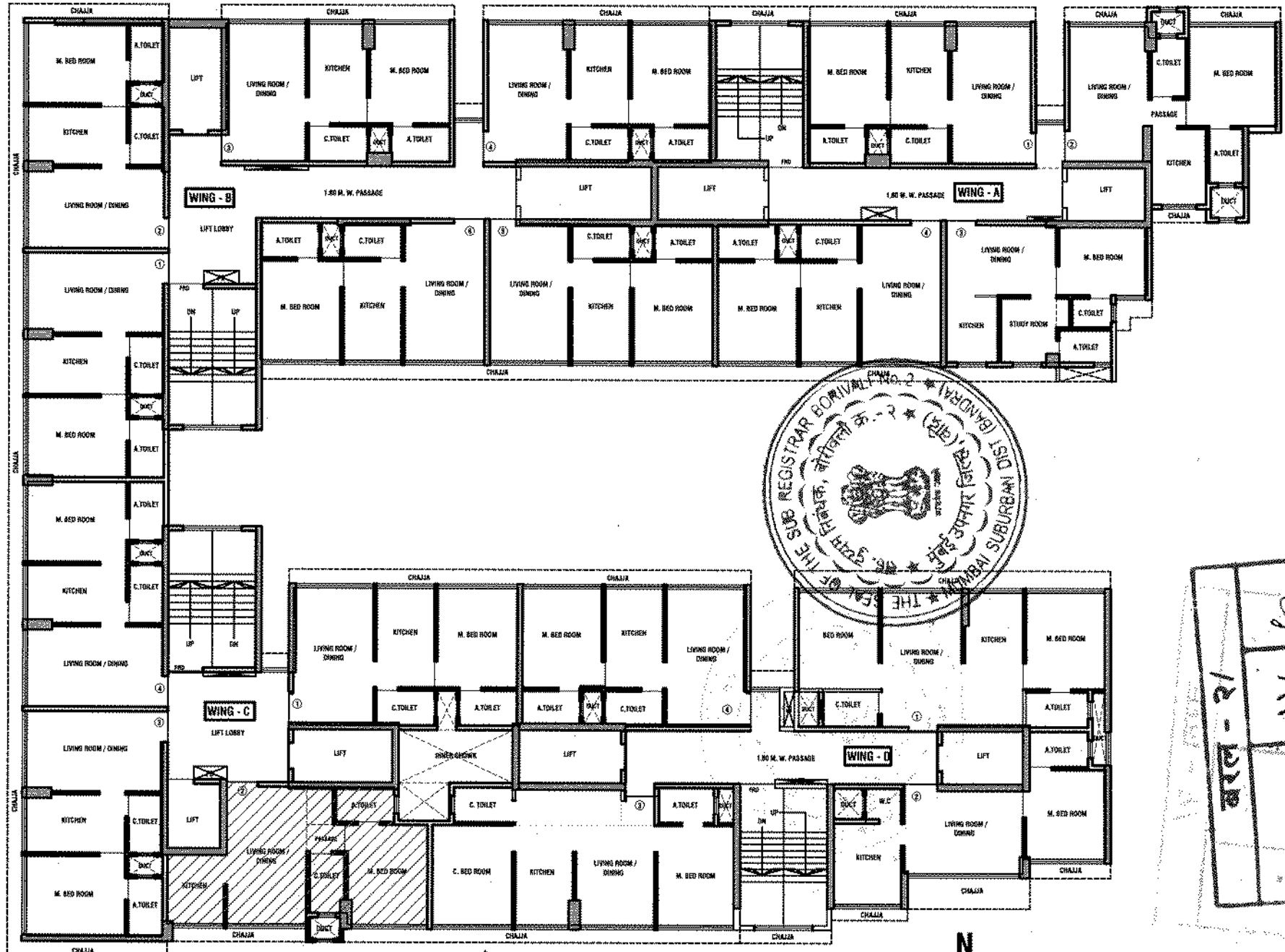
| Category | Details |
|-------------------------------|---|
| Doors | Doors finished in laminate with heavy duty fittings |
| Windows & railings | Aluminium, powder-coated large panelled windows with float glass and bug screen (mosquito net) |
| Flooring | Vitrified Tiles with skirting throughout the living, kitchen & bedroom(s) |
| Kitchens | Kitchen with platform, stainless steel sink & gas leak detector |
| Bathrooms | Glazed tiles for Dado with anti-skid tiles for flooring. High end Sanitary ware (water closets, wash basins, water heater), High end CP fittings |
| Air Conditioners | Air conditioners in living room & bedroom(s) |
| Security systems | Video door phone provided |
| Electrical fittings | Heavy range concealed wiring with switches provided in all rooms |

Note :

1. Amenities are as per agreed terms at the current stage subject to relevant government approvals.
2. Sai Aastha Developers reserves the right to change, revise the amenities or the brands used.



Annexure-H



Handwritten notes in a rectangular box:

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Handwritten signature: *3. Rodrigues*

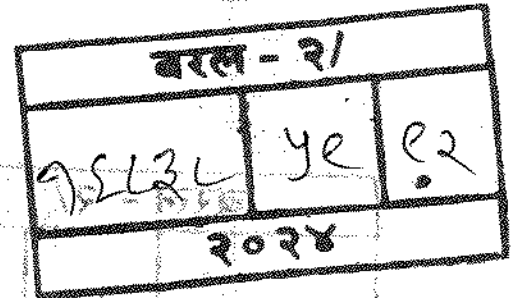
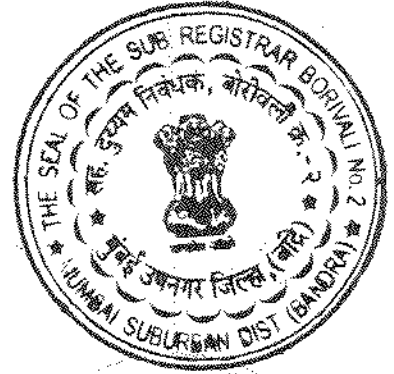


TYPICAL FLOOR PLAN

Annexure "I"

PAYMENT SCHEDULE

| Sr. No. | Event | Amount (Rs.) |
|---------|---------------------------|----------------|
| 1 | Initial Payment | 981944 |
| 2 | Post Registration | 5237037 |
| 3 | At the time of possession | 327315 |
| | TOTAL | 6546296 |



ANNEXURE - "J"

Other Charges Schedule

| Sr. No. | Particulars | Amount INR |
|---------|-----------------------------------|-----------------|
| 1 | Share Capital Money | 600 |
| 2 | Society Formation Charges | 25,000 |
| 3 | Advance Maintenance | 63,840 |
| 4 | Property Tax | 27,360 |
| 5 | Electricity & Water Meter Charges | 25,000 |
| | Total | 1,41,800 |

Notes:

- All the above charges are to be collected prior to handing over possession of the Flat.
- The cost are indicative and shall be subject to applicable charges at actuals, at the material time.
- The above charges being collected on behalf of the Purchaser / Common Organization and will be paid / incurred accordingly.
- Taxes as may be applicable in respect thereof will be collected while collecting above charges.



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Annexure-K



Piramal
Capital & Housing Finance

Date : 02-May-2022

Ref : PCHFL/PF/2022-23/47

| |
|---|
| M/s. Sai Aastha Developers 2nd Floor, Sai Prasad, N.P.Road, Vile Parle (E), Mumbai - 400 057. |
| Mr. Dhanpat Parshuram Seth (Personal Guarantor) 302, KL Meherise, Plot No. 28, Gujjar Lane, Santacruz (West) Mumbai - 400 054 |
| Mr. Shakrendra Dhanpat Seth (Personal Guarantor) 302, KL Meherise, Plot No. 28, Gujjar Lane, Santacruz (West) Mumbai - 400 054 |



Kind Attention: Mr. Dhanpat Parshuram Seth

Subject: Closure of Sai Aastha Developers Loan a/c 00035115 Mumbai Metro Branch.

We refer to the settlement agreement/terms of settlement dated 01-12-2021, drawn between M/s Sai Aastha Developers and Piramal Capital Housing Finance Limited.

We hereby confirm that we have received the entire outstanding amount of Rs. 11,00,00,000/- (Rupees Eleven Crores Only), as per the terms of the said OTS agreement.

We confirm that the account thus stands closed.

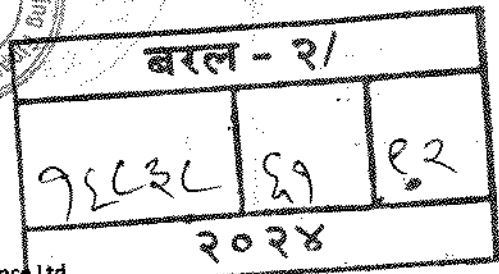
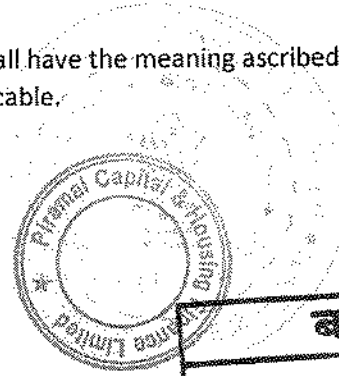
This is subject to payment of any tax deducted at source or any other taxes, as applicable, by the borrower to the government exchequer.

Capitalized terms used but not defined herein shall have the meaning ascribed to them under the loan agreement and finance documents, as applicable.

Thanking You,

For Piramal Capital & Housing Finance Limited


Authorised Signatory



Piramal Capital & Housing Finance Ltd
(formerly known as Dewan Housing Finance Corporation Ltd)
CIN: L6S910MH1984PLC032639

Registered office: Unit No-601, 6th Floor, Amiti Building, Agastya Corporate Park, Kamani Junction,
Opp. Fire Station, LBS Marg, Kuria (West), Mumbai- 400 070
T +91 22 3802 4000
www.piramalfinance.com



Maharashtra Real Estate Regulatory Authority

CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT

FORM 'F'

[See rule 7(2)]

This extension of registration is granted under section 6/7 of the Act, to the following project: *Project: ENSO SANZA* Plot Bearing / CTS / Survey / Final Plot No.: **163 pt at Borivali, Mumbai Suburban, 400101**, registered with the regulatory authority vide project registration certificate bearing No **P51800013955** of

1. **Sai Aastha Developers** having its registered office / principal place of business at *Tehsil: Andheri, District: Mumbai Suburban, Pin: 400052.*

2. This renewal of registration is granted subject to the following conditions, namely:-

◦ The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 (2) of 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;

◦ The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

OR

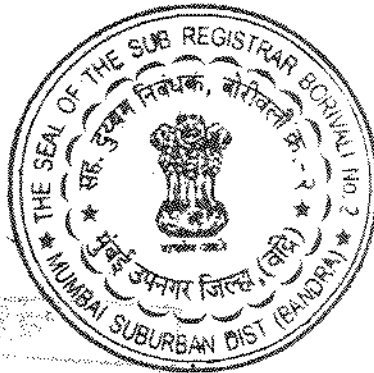
That entire of the amounts to be realised hereinafter by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

◦ The registration shall be valid up to **29/12/2024** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 6/7 of the Act read with rule 7 the Act.

◦ The promoter shall comply with the provisions of the Act and the rules and regulations made there under;

◦ That the promoter shall take all the pending approvals from the competent authorities

◦ If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



Dated: 20/09/2023

Place: Mumbai

Signature valid

Digitally Signed by

Dr. Vasant Premanand Prabhu

Signature (Secretary, Maharashtra Real Estate Regulatory Authority)

Date: 20-09-2023 13:58:53

Maharashtra Real Estate Regulatory Authority

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Receipt (pavli)

378/5946

पावली

Original/Duplicate

Thursday, June 03, 2021

नोंदणी क्र.: 39M

5:35 PM

Regn.: 39M

पावली क्र.: 6416 दिनांक: 03/06/2021

पावलीचे नाव: अंधेरी

दस्तावेजाचा अनुक्रमांक: वदर9-5946-2021

दस्तावेजाचा प्रकार: स्पेशल पावली ऑफ अॅटर्नी

मादर करपावलीचे नाव: भैरव, माई आस्था रेकॉन्सर्मेंट चे भागीदार प्रमपत सेठ

नोंदणी फी

₹. 100.00

दस्त हाताळणी फी

₹. 400.00

पुण्याची संख्या: 20

एकूण:

₹. 500.00

आपणामुळे मूळ दस्त, श्रवलेक प्रिंट, मुची-२ अंदाजे

5:54 PM ह्या वेळेस मिळेल.

वाजार मूल्य: ₹. 0/-

मोबदला ₹. 1/-

भरलेले मुद्रांक शुल्क: ₹. 500/-

1) दस्तकाचा प्रकार: DMC रकम: ₹. 400/-

ईडी/घनादेश/ऑर्डर क्रमांक: 0306202106194 दिनांक: 03/06/2021

वैयक्तिक नाव व पत्ता:

2) दस्तकाचा प्रकार: eChallan रकम: ₹. 100/-

ईडी/घनादेश/ऑर्डर क्रमांक: MH001815519202122E दिनांक: 03/06/2021

वैयक्तिक नाव व पत्ता:

मंडळ नि. अंधेरी-3
सह. सुब्रह्मण्य निबन्धक, अंधेरी क्र. 5,
मुंबई उपनगर जिल्हा.

Impact Sethe

REGISTERED ORIGINAL DOCUMENT
DELIVERED ON... 03 JUN 2021



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MATI REALTY SERVICE™

• STAMP DUTY • REGISTRATION

SPECIAL POWER OF ATTORNEY

YAGNESH P. KOTADIA,

Mob. No. 9833300099

ASHISH M. SHAH,

Mob. No. 9773485773

Office No. 30, Ground Floor, Building No. 8, The Malad C.H.S.L.,

Opp. Saraf Matru Hall, Poddar Road,

Malad (East), Mumbai - 400097

Office No. : 9326682779

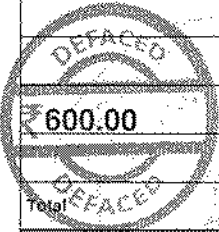
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CHALLAN
MTR Form Number-6



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| Department Inspector General Of Registration | | | | | Payer Details | | | | |
| Stamp Duty | | | | | TAX ID / TAN (If Any) | | | | |
| Type of Payment Registration Fee | | | | | PAN No.(If Applicable) | | | | |
| Office Name BDR9_ANDHERI NO 3 SUB REGISTRAR | | | | | Full Name | | MESSRS SAI AASTHA DEVELOPERS | | |
| Location MUMBAI | | | | | Flat/Block No. | | OFFICE NO 901 9TH FLOOR LINKS BUILDING | | |
| Year 2021-2022 One Time | | | | | Premises/Building | | | | |
| Account Head Details | | | Amount in Rs. | | Road/Street | | CORNER OF 14TH ROAD AND KHAR PALI ROAD | | |
| 0030046501 Stamp Duty | | | 500.00 | | Area/Locality | | KHAR WEST MUMBAI | | |
| 0030063301 Registration Fee | | | 100.00 | | Town/City/District | | | | |
| | | | | | PIN | | 4 0 0 0 5 2 | | |
| Remarks (If Any) | | | | | | | | | |
| SecondPartyName:-SUNAYANA TIWARI AND OTHERS- | | | | | | | | | |
| | | | | | Amount In | | Six Hundred Rupees Only | | |
| Total | | | 600.00 | | Words | | | | |
| Payment Details PUNJAB NATIONAL BANK | | | | | FOR USE IN RECEIVING BANK | | | | |
| Cheque-DD Details | | | | | Bank CIN | | Ref. No. | | 03006172021060300276 |
| | | | | | Bank Date | | RBI Date | | 03/06/2021-12:33:52 |
| Cheque/DD No. | | | | | Bank-Branch | | | | Not Verified with RBI |
| Name of Bank | | | | | Scroll No. , Date | | | | Not Verified with Scroll |
| Name of Branch | | | | | | | | | |



Department: The Registrar, Mumbai. Mobile No.: 9967126630
 NOTE: This Challan is valid only for documents registered in Sub Registrar office only. Not valid for unregistered document.
 राखी जाय तो ही वैध है। केवल उपरोक्त कार्यालय में ही प्रयोज्य है। अनपेक्षित रूप से नष्ट हो जाने पर नवीकरण आवश्यक है।

Challan



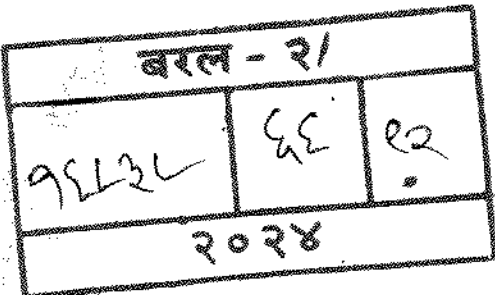
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|-------------------------|----------------|------------------|---------------------|-------------------|--------|
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| 2 | (IS)-378-5946 | 0000883303202122 | 03/06/2021-17:35:14 | IGR188 | 500.00 |
| Total Defacement Amount | | | | | 600.00 |



Page 1/1



Print Date 03-06-2021 05:36:48

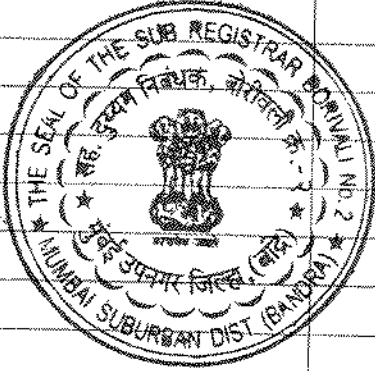




CHALLAN
MTR Form Number-6



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| GRN | MH001815519202122E | BARCODE | [Barcode] | | Date | 03/06/2021-12:33:12 | Form ID | 48(I) | |
| Department | | | | Inspector General Of Registration | | | | | |
| Type of Payment | | | | Stamp Duty Registration Fee | | | | | |
| Office Name | | | | BDR9_ANDHERI NO 3 SUB REGISTRAR | | | | | |
| Location | | | | MUMBAI | | | | | |
| Year | | | | 2021-2022 One Time | | | | | |
| Account Head Details | | | Amount In Rs. | | Payer Details | | | | |
| 0030045501 Stamp Duty | | | 500.00 | | TAX ID / TAN (If Any) | | | | |
| 0030065301 Registration Fee | | | 100.00 | | PAN No.(If Applicable) | | | | |
| Full Name | | | | MESSRS SAI AASTHA DEVELOPERS | | | | | |
| Flat/Block No. | | | | OFFICE NO 901 9TH FLOOR LINKS BUILDING | | | | | |
| Premises/Building | | | | CORNER OF 14TH ROAD AND KHAR PALI ROAD | | | | | |
| Road/Street | | | | KHAR WEST MUMBAI | | | | | |
| Area/Locality | | | | TOWN/CITY/DISTRICT | | | | | |
| Town/City/District | | | | PIN | | | | | |
| PIN | | | | 4 0 8 0 5 2 | | | | | |
| Remarks (If Any) | | | | | | | | | |
| SecondPartyName=SUNAYANA TIWARI AND OTHERS- | | | | | | | | | |
| Amount In | | | | Six Hundred Rupees Only | | | | | |
| Words | | | | | | | | | |
| Total | | | | 600.00 | | | | | |
| Payment Details | | | | FOR USE IN RECEIVING BANK | | | | | |
| PUNJAB NATIONAL BANK | | | | Cheque-DD Details | | | | | |
| Cheque/DD No. | | | | Bank CIN | | Ref. No. | | 03006172021060300276 314546390 | |
| Name of Bank | | | | Bank Date | | RBI Date | | 03/06/2021-12:33:52 Not Verified with RBI | |
| Name of Branch | | | | Bank-Branch | | PUNJAB NATIONAL BANK | | | |
| | | | | Scroll No. , Date | | Not Verified with Scroll | | | |



Department ID:
 NOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सधर चालन फॉर्मले दस्तावेज निलंबन/कालोबाधत नोंदणी करण्याच्या दस्तऐवजाची लागू आहे. नोंदणी न करण्याच्या दस्तावेजाची सधर चालन लागू नाही.
 Mobile No. : 9967126630



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| बदर-९ | | |
| पुस्तक क्र. १ | ५२५ | ६/२० |
| २०२१ | | |

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| बदर - २/ | | |
| १९९९ | ६० | ६२ |
| २०२४ | | |

SPECIAL POWER OF ATTORNEY

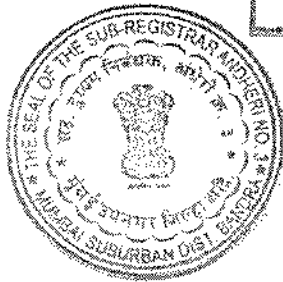
TO ALL TO WHOM THESE PRESENTS SHALL COME, We M/S. SAI AASTHA DEVELOPERS, a Partnership Firm, registered under the Provisions of Indian Partnership Act, 1932 and having our Office at 901, Links Building, 9th Floor, Corner of 14th Road and Khar Pali Road, Khar (West), Mumbai – 400052 through its partners (1) MR. DHANPAT SETH, aged about 68 years, (2) MR. SHAKRENDRA SETH, aged about 38 years AND (3) MR. AMIT DUHLANI, aged about 42 years, jointly and/or severally appoint (1) MRS. SUNAYANA TIWARI, (2) MR. MAHESH LANJEKAR, (3) MR. ASHISH MANOHAR SHAH and (4) MR. JINESH YAGNESH KOTADIA, as our authorized representative and our constituted attorney to lodge and register the executed Agreements / documents with the Sub Registrar of Assurances

at Borivali and to do all such other acts deeds matters and things as may be deemed necessary from time to time, in connection therewith pertaining to documents/agreements pertaining to the project of the Firm carried out at all pieces and parcels of land bearing of Village Akurli, Taluka Borivali, Mumbai Suburban District, admeasuring 3562.60 sq. meters or thereabout being and situate at Hanuman Nagar, Vadarpada Road No. 2, Kandivali (East), Mumbai for Enso Sanza project - Building ground plus 22 storey with four wings, residential and shops, within the registration District of Mumbai Suburban



Handwritten signatures and initials:
 Seta
 Mgd
 Seta
 Mgd

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| बदर-९ | | |
| पुस्तक क्र. १ | ५०९६ | ८/२० |
| २०२१ | | |



Handwritten signatures:
 Kotadia
 Manohar Shah

| | | |
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| बदर-२१ | | |
| ९१३८ | १२ | ०२ |
| २०२४ | | |

NOW KNOW YE AND THESE PRESENTS WITNESSETH THAT in pursuance of the above, we hereby appoint the following attorney (1) MRS. SUNAYANA TIWARI, aged about 35 years, addressed at 901, Links Building, 9th Floor, Corner of 14th Road and Khar Pali Road, Khar (West), Mumbai - 400052, (2) MR. MAHESH LANJEKAR, aged about 40 years, addressed at 901, Links Building, 9th Floor, Corner of 14th Road and Khar Pali Road, Khar (West), Mumbai - 400052, (3) MR. ASHISH MANOHAR SHAH, aged about 29 years, address at Office No. 30, Building No. 8, Malad Co-op. Hsg. Soc. Ltd., Opp. Saraf Matru Hall, Poddar Road, Malad East, Mumbai - 400097 and (4) MR. JINESH YAGNESH KOTADIA, aged about 22 years, address at Office No. 30, Building No. 8, Malad Co-op. Hsg. Soc. Ltd., Opp. Saraf Matru Hall, Poddar Road, Malad East, Mumbai - 400097 adults, whose specimen signatures are appended hereinbelow to be our true and lawful attorney's, jointly and/or each of them severally, to act for us and in the name of the Firm to do the following acts, deeds, matters and things as hereinafter set out.

- To appear before any Registrar, Sub-Registrar of Assurances or other registration authorities at Borivali and to judge for registration and/or admit execution of the said Agreements, Deeds, Cancellations, Deeds of Confirmations, Deed Of Rectifications, Declarations, Affidavits, Indemnities, Agreements For Sale, from time to time and to comply with other formalities for registration purpose only of the same and to judge and / or present document / documents for registration and to admit the execution of all the documents that is executed Agreements, including the Deed of Rectification, Deed of Confirmation and all other documents executed by me/us for and on behalf of the Firm, to receive the said document/s when registered and to do all other things necessary for the purpose of registration of the said document or documents under the Indian Registration Act.



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| बदल - १ | | |
| पुस्तक क्र. १ | ५९६ | २० |
| २०२४ | | |

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| बदल - २/ | | |
| ९६३८ | ७३ | २२ |
| २०२४ | | |

(Handwritten signatures and initials)
 Lanjeekar, Tiwari, Kotadia, Shah, Manohar

- 2. This Power of Attorney will remain valid and subsisting till the same is revoked or cancelled by us.
- 3. To receive document/s from the Sub-Registrar after registration and to give proper receipts for the same.
- 4. AND we hereby agree to ratify and confirm in capacity as Partners of said firm whatever the said Attorneys shall do or cause to be done by virtue of and in lieu of these presents.

IN WITNESS WHEREOF WE, M/S. SAI AASTHA DEVELOPERS through its partners (1) MR. DHANPAT SETH, (2) MR. SHAKRENDRA SETH AND (3) MR. AMIT DUHLANI, have signed this Special Power of Attorney on this 03rd day of June, 2021.

SIGNED SEALED AND DELIVERED by)
The withinnamed)

M/S. SAI AASTHA DEVELOPERS

Through its partners

Dhanpat Seth

(1) MR. DHANPAT SETH

Shakrendra Seth

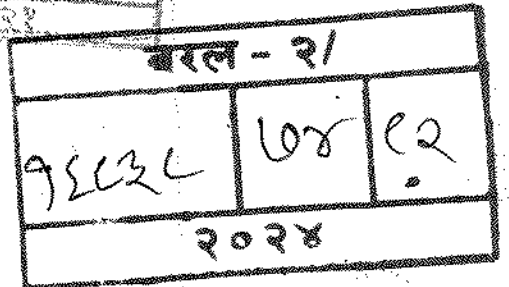
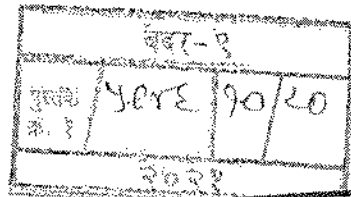
(2) MR. SHAKRENDRA SETH



L.H.T.



L.H.T.



367/16838

सोमवार, 07 ऑक्टोबर 2024 11:51 म.पू.

दस्त गोश्वारा भाग-1

बरल-2

दस्त क्रमांक: 16838/2024

दस्त क्रमांक: बरल-2 /16838/2024

बाजार मूल्य: रु. 56,93,069/- मोबदला: रु. 65,46,296/-

भरलेले मुद्रांक शुल्क: रु.3,27,500/-

मुद्रांक शुल्क माफी असल्यास तपशिल :-

1) Mudrank 2021/UOR12/CR107/M1 (Policy) : For Women : Mudrank 2021/UOR12/CR107/M1 (Policy) : For Women - Corporations Area

दु. नि. सह. दु. नि. बरल-2 यांचे कार्यालयात

पावती:18071

पावती दिनांक: 07/10/2024

अ. क्र. 16838 वर दि.07-10-2024

सादरकरणाराचे नाव: सुनिता रॉडरिग्स

रोजी 11:35 म.पू. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1840.00

पृष्ठांची संख्या: 92

एकुण: 31840.00

दस्त हजर करणाऱ्याची मही:

(एस. टी. साळवे)
सह. दुय्यम निबंधक, बोरीवली - २,
बंदई उपनगर जिल्हा, मा

(एस. टी. साळवे)
सह. दुय्यम निबंधक, बोरीवली - २,
बंदई उपनगर जिल्हा.

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थानगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्रा क्र. 1 07 / 10 / 2024 11 : 35 : 09 AM ची वेळ: (सादरीकरण)

शिक्रा क्र. 2 07 / 10 / 2024 11 : 36 : 05 AM ची वेळ: (फी)

प्रतिज्ञापत्र

• सदर दस्तावेज हा नोंदणी १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. • दस्तातील संपूर्ण यजकूर, निष्पाळक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. • दस्ताची सत्यता, वैधता कायदेशीर बाबीसाठी दस्त निष्पादक व कमुलीधारक हे संपूर्णपणे जबाबदार राहतील.

Kotadia
लिहून देणारे :

Rodriguez
लिहून घेणारे :

<http://10.10.246.194/Mafishi/Reports/HTMLreports/htmldastGoshwara1.aspx>

10/7/2024

