

j. And whereas, in view of the reservations imposed by MCGM in respect of the said property, the Developers herein have proposed to build a Hostel admeasuring about 367.44 sq. meters (Built-up area) as per Regulation no. 17 (3)(D)(a)(4) of DCPR-2034 in the Rehab Wing-A of composite building.

k. By virtue of the foregoing chain of events and documentations, the Promoters herein came to become sufficiently entitled to develop the said property under Slum Scheme in accordance with DCPR-30(10) adopted by city of Mumbai.


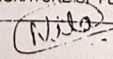
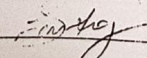
l. Upon compliance of conditions of IOA dated 05/05/2021; the Developers have also submitted an Undertaking dated 07/05/2021 to the SRA. The said Undertaking is duly registered at SRA No. 4/5401/2021. In view thereof and compliance of the said conditions and conditions, the Developers also obtained Commencement Certificate bearing no. PS/MHADA/0047/20090506/AP/R dated 24/05/2021 for construction of said Composite Building upto Plinth Level from SRA u/s 44 and 69 of The Maharashtra Regional Town Planning Act, 1966 to carry out development, which came to be amended from time to time, latest copy whereof is annexed hereto.

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

n. The Flat Allottee(s) has/have seen the layout plan of the said property showing the location of the said Sale Wing and seen the plans in respect of the said Sale Wing in the said Composite building. And whereas, the promoters hereby declare that the land other than the said property may be developed by Promoters or its associate companies/firms/collaborates in any manner as they deem fit and proper. It is also intended that lands adjoining to the said property may also be merged with the said property and promoters may, after obtaining requisite approvals from Competent Authorities; develop the adjacent plot as may be permitted by Competent Authorities subject



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however that such amalgamated development shall not result in any change of specification, location, preferred location attributes (for which preferential location charges are applicable separately) and the size of the apartment or entail payment of additional consideration charges by the Allottee for the apartment booked herein.

o. The Promoters have entered into a prescribed agreement by Council of Architects with the architect Mr. Rasik P. Hingoo of M/s Rasik P. Hingoo Associates registered with the Council of Architects and also appointed Mr. Vikas Gokhale of M/s Associated Consultants, Thane as Structural Designers and RCC Consultants for preparing structural design and drawings and specification of the said Sale Building and the Flat Allottee(s) accepts the professional supervision of the said Architects and the said Structural Engineer till the completion of the Development of the said project unless otherwise changed and further that the Flat Allottee(s) acknowledges and understands the Promoters have the right to change their Architects or Structural Engineers for the said project for development of the said Sale Building as per their own desire without any reference to the Flat Allottee(s).


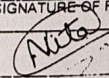
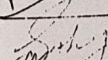
p. And whereas, the Promoters are entitled to and enjoy upon the Sale Component of the said project i.e. Sale Wing to be known as "**LAXMI SHRUSHTI**" on the said Property and sell flats/shops/offices/nursing home(s)/garages, basement/car parking space/ terraces/ walls/ hoarding spaces, etc. (all of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

q. The Flat Allottee(s) has/have demanded from the Promoters and the Promoters have given inspection to the Flat Allottee(s) of all the documents of title relating to the said Property/said Flat to the Flat Allottee(s), such as the Orders, the letters, Applications, permissions, plans, designs and specifications referred herein above; for putting up entire construction consuming the entire FSI available and receivables

on the said property as mentioned hereinabove and of such other documents as are specified under Maharashtra Ownership of Flats

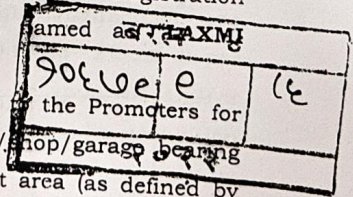



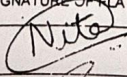
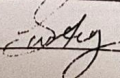
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(Regulations of the Promotion of Construction, Sale, Management and Transfer) Act 1963 and Real Estate Regulation Act, 2016 (as applicable to the State of Maharashtra).

- r. A copy of the certificate of title issued by the advocate, Copies of property card on which the flats are being constructed or are to be constructed and a copy of the floor plan of the said Flat agreed to be purchased by the Flat Allottee(s) approved by the SPA have been annexed hereto.
- s. And Whereas, while sanctioning the said plans for the said building under Slum Rehabilitation Scheme, the concerned local authority and/or Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said land or the said building and upon due observance and performance of which only the occupations and the completion certificates in respect of the said building shall be granted by the concerned local authority/ Government.
- t. The parties hereto have agreed that the Promoters shall have unqualified and unconditional right to get the sanctioned plans amended for optimal utilization of FSI of the said project subject however, to a condition that under any circumstances, the Promoters shall not be entitled to change the floor, view or other specifications of the said premises agreed to be purchased by the Allottee(s) in this Agreement.
- u. The Promoters declare that the said project is registered vide Registration no. **P51800030965** under the name and style of "**LAXMI SHRUSHTI**" with MahaRERA under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 - hereinafter for the sake of brevity referred to as "**said Act**". Copy of Certificate of Registration issued by MahaRERA for the said project named as "**LAXMI SHRUSHTI**" is annexed herewith.
- v. And whereas, the Flat Allottee(s) have applied to the Promoters for allotment/purchase of flat/ Duplex flat/office/ shop/garage bearing No. **501** admeasuring about **620** sq. ft. carpet area (as defined by



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
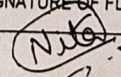
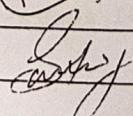
MahaRERA) on the 5th floor (hereinafter for the sake of convenience referred to as "the said premises") and Nil Car Park Space (hereinafter for the sake of convenience referred to as "the said car park space") in the said Sale Wing B building to be constructed on the said property and to be known as "LAXMI SHRUSHTI" ["carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment] and the Promoters have agreed to allot/sell the said premises and the said car park space for a total lumpsum consideration of ₹. 1,00,99,800/- (Rupees One Crore Ninety Nine Thousand and Eight Hundred Only) subject to deduction of TDS (as applicable). For the sake of further brevity, the said car park space shall be deemed to be included in the term "said premises" for all purposes.



- w. And whereas, the Promoters are entering into separate Agreements with several other persons and parties for Sale of Duplex/flats/shops/car parking spaces and other premises in the said building.
- x. The Flat Allottee(s) have entered into this Agreement with full knowledge of all terms and conditions contained in the documents, papers, plans, letters, Orders, specifications, designs, restriction etc. recited and referred to above.
- y. Relying upon the said application, declaration and Agreement contained in this Agreement the Promoters agree to sell to the Flat

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Allottee(s) the said flat at the price and on the terms and conditions hereinafter appearing:
 The Promoters have represented to the Allottee(s) that the said project has been financed by Aditya Birla Housing Finance Limited (hereinafter referred to as "Mortgagee") The Allottee(s) consents that

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

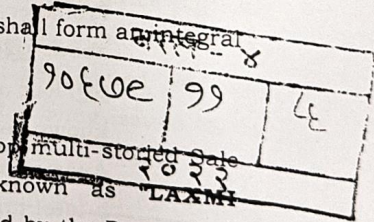


aa. Save and except the disclosures mentioned on the Maharashtra Housing Finance Corporation website and subject to the Certificate of Title dated 16/06/2021 annexed hereto, the title of the said Property is clear, marketable and free from all encumbrances.

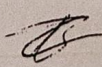
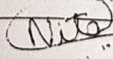
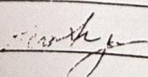
bb. The Promoter(s) are required to execute a written Agreement for sale of said Flat/Premises to the Allottee(s) under the said Act and accordingly by the parties hereto have entered in to this Agreement.

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

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



1. The Promoter(s) have proposed to construct/develop multi-storied Sale Wing on the said property in the project known as "LAXMI SHRUSHTI" or any other name as may be decided by the Promoter(s) on the said Property for the residential and/or commercial use consisting of **2 Level Basement + Ground + 1st to 23rd Floors** as per the designs, specifications approved and/or will be approved and/or amended by the concerned local authorities and/or Slum Rehabilitation Authority from time to time.



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



2. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, Flat no. 501 admeasuring about 620 sq. ft. of Carpet Area (as defined by MahaRERA) on the 5th Floor and the said Nil Car Park Space in the Sale Wing 'B' building known as "LAXMI SHRUSHTI" (hereinafter referred to as "**said Apartment**") as shown in the floor plan hereto annexed and marked for a total lumpsum consideration of ₹. 1,00,99,800/- (Rupees One Crore Ninety Nine Thousand and Eight Hundred Only), hereinafter for the

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