

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT made and entered into at Mumbai
this _____ day of _____, 2023,

BETWEEN

M/S MAGNUM LANDCON LLP, a partnership firm registered under the provisions of the Limited Liability Partnership Act, 2008 under LLP Identity No.AAC-6350, having its registered office at 12, Floor 4, Plot 523, Cutch Castle, SVP Road, Opera House, Girgaon, Mumbai – 400 004, through the hands of its Designated Partner Shri Avi Mohanlal Jain (DIN/PAN – 06708733), hereinafter called and referred to as the “**PROMOTER**” (which expression unless it be repugnant to the context and/or meaning thereof, shall mean and include the present designated partner/partner/s, their survivor/s, heirs, assigns, executors and administrators) (PAN NO. AAZFM2032K) of the **ONE PART**;

AND

Mr./Ms./M/s. _____

adult, Indian Inhabitants / a Registered Partnership Firm / a Company registered under the Companies Act, 1956, resident of / carrying on business at / having its registered office at

_____ hereinafter referred to as the “**ALLOTTEE/S** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include (a) in case of an Individual, such individual's heirs, executors and administrators and permitted assigns; (b) In case of a Partnership Firm, the partners for the time being thereof, the survivors or the last survivors of them and legal heirs, executors, administrators of last survivor of them and his/her/their/its permitted assigns, and (c) In case of a Company/Society its successors and permitted assigns, and in all cases all persons claiming by under or through such Allottees including his/her/their/its successors in interest) of the **OTHER PART** .

WHEREAS:

A) Originally, Surendra S. Pandit and Smt. Kokila Surendra Pandit were the Owners of all that piece and parcel of land or ground of the pension and tax tenure containing by admeasuring 4174 sq. yards equivalent to 3476 sq. meters or thereabouts (3119.31 Sq. meters as per Extract from the Survey Register for the Town & Island of Bombay) , hereinafter referred to as **“the said Land”**) alongwith the buildings/structures likely seven chawls/structures viz. Building No. 74-A (Ground plus 1 floor), Building No. 35-55 (Ground plus 3 floors), Building No. 84-94 (Ground plus 4 floors), Building No. 70-82 (Ground plus 4 floors), Building No. 74-B (Ground plus 4 floors plus terrace), Structure No. 74-C (Ground floor) and Structure No. 39-A (Ground Floor) (hereinafter referred to as **“the said Old Structures”**) occupied by 238 tenants/occupants occupying residential premises as well as commercial premises (hereinafter referred to as **“the said Tenants/Occupants”**) situate at Mughabat Street (presently known as Taty Gharpure Path) and Cow Lane (presently known as Bandu Gokhale Patha) outside the Fort of Bombay bearing Collector’s New No.3046 Cadastral Survey No.232 Girgaum Division together with the buildings standing thereon assessed by the Collector or of Municipal Rates and Taxes under 9 (D) Ward No.676 (1-2) Street Nos. 84 to 94 and 70 to 82, 682-83 (1) Street No.74B, 683 (2) Street No.64C Street No.74A of Mughbhat Street and 9D Ward No.677 to 81 (1) Street Nos.39 to 55 and 39 to 69, 681 (2) Street No.39A of Cow Lane (hereinafter the said land and the said old structures and collectively referred to as **“the said Property”**). The said property is more particularly described in the First schedule mentioned hereunder.

B) By an Indenture dated 1st April 2002 executed between Surendra S. Pandit and Smt. Kokila Surendra Pandit, therein referred to as **“the Vendors”** and M/s. Angarika Investment & Finance Pvt. Ltd. therein referred to as the **“Confirming Parties”** and M/s. Meridian Construction Pvt. Ltd., therein referred to as the **“Allottee”**, the Vendors therein with the consent and confirmation of the Confirming Parties therein sold, transferred and conveyed unto the Allottee therein i.e. M/s. Meridian Construction Pvt. Ltd. the said Property.

- C) The said Indenture dated 1st April 2002 could not be lodged for registration within stipulated time therefore the parties to the Indenture dated 1st August 2002 executed a Deed of Confirmation dated 4th January 2003 confirming execution of Indenture dated 1st April 2002 and annexed Indenture dated 1st April, 2002 therewith. The said Deed of Confirmation along with the Indenture dated 1st April 2002 attached therewith has been registered with the Sub-Registrar of Assurances at Mumbai under Sr. No.BBE-1-101/2003.
- D) By a Development Agreement dated 13th October 2014 made and executed between M/s. Meridian Construction Pvt. Ltd. through its Director Mr. Haresh Navnitray Mehta through C.A. Mr. Atul Gandhi, therein referred to as “the Owner/Landlord” of the one part and M/s. Magnum Landcon LLP therein referred to as “the Developer” of the other part and duly registered with the Sub-Registrar of Mumbai under Serial No. BBE-1/9425/2014 on 16th October, 2014, the said M/s. Meridian Construction Pvt. Ltd. therein granted development rights in respect of the said property in favour of M/s. Magnum Landcon LLP (i.e. the Promoter herein) for the consideration and on the terms and conditions set out therein.
- E) The said M/s. Meridian Construction Pvt. Ltd. has also executed a duly registered Power of Attorney dated 13th October 2014 in favour of the Promoter herein authorizing the Promoter herein to do various acts, deeds and/or things in respect of the said property.
- F) The said old structures standing thereon were constructed prior to the year 1961 and the said existing old structures were old and in dilapidated condition and required structural and other upliftment. The said old structures (now demolished) were occupied by various Tenants/Occupants and they were using their premises for their residential/commercial purpose.
- G) The Promoter proposed to re-develop the said property under provision of Regulation 33(7) of DCR.

- H) The Promoter obtained NOC from MHADA dated 16th January 2019 for redevelopment of the said property under provision of regulation 33(7). Copy of the NOC is annexed hereto as **ANNEXURE "A"**.
- I) The Promoter has executed Permanent Alternate Accommodation Agreements ("**PAAA's**") with each of the said tenants/occupants. The Promoter has accordingly obtained vacant and peaceful possession of the premises of the said tenants/occupants and in lieu thereof the Promoter is obligated to construct a rehab building and handover possession thereof in terms of the Development Agreement and the PAAA executed with each of the said tenants/occupants.
- J) By a Title Certificate dated 2nd August, 2021, L I M LEGIT, Advocates has certified the title of the Promoter in the said property as a Developer and its right to develop the said property and to sell the premises constructed on the said property to prospective allottees. The copy of said Title Certificate dated 2nd August, 2021, is annexed hereto and marked as **ANNEXURE "B"**.
- K) Under the aforesaid circumstances, the Promoter herein being the Developer of the said property is developing the said property under provisions of DCPR 2034 by demolishing the said old structures standing on the said land and constructing new building/s thereon partly for rehabilitating the old tenants/occupants and partly for free sale ("**Real Estate Project**").
- L) Presently (i) Intimation of Disapproval dated 01/06/2022; and (ii) Commencement Certificate dated 01/07/2022 have been obtained for the Real Estate Project. As per Intimation of Disapproval dated 01/06/2022, and Commencement Certificate dated 01/07/2022, the Real Estate Project shall comprise of **Building No. 1 known as "_____"** for rehabilitation of existing Tenants/ Occupants having Basement plus Ground Floor (common for both the buildings) plus 1st to 22nd habitable floors (hereinafter referred to as "**Rehab Building**") and Building No. 2 for Sale known as "**232 DHULEVA**" consisting of 1 building having Basement plus Ground Floor (common for both the buildings) plus 1st to 9th Podium Floors plus 10th floor for amenities plus 11th to 27th habitable floors

("Sanctioned Plans"). A copy of the IOD and CC is annexed hereto and marked as **ANNEXURE "C" (colly)** and **ANNEXURE "D"** respectively.

M) The Promoter/s proposes to construct **Building No. 1 known as "_____"** for rehabilitation of existing Tenants/ Occupants having Basement plus Ground Floor (common for both the buildings) plus 1st to 22nd habitable floors (hereinafter referred to as "Rehab Building") and Building No. 2 for Sale known as "232 DHULEVA" consisting of 1 building having Basement plus Ground Floor (common for both the buildings) plus 1st to 9th Podium Floors plus 10th floor for amenities plus 11th to 35th habitable floors ("**Proposed Plans**").

N) As recited above the Promoter has proposed to construct Sale Building having 35 (thirty five) floors in the Project (subject to the same being sanctioned by competent authorities) and the Allottee/s hereby acknowledges and confirms the same.

O) Presently, FSI of 20869.33 square meters has been sanctioned for consumption in the construction and development of the Real Estate Project. The Promoters proposes to eventually consume a further FSI of 4430.67 square meters aggregating to total FSI of 25300 square meters in the construction and development of the Real Estate Project.

P) The Promoter has proposed to construct on the said property two buildings having separate access Gate, comprising of Building No. 1 known as **"_____"** for rehabilitation of existing Tenants/ Occupants having Basement plus Ground Floor (common for both the buildings) plus 1st to 22nd habitable floors (hereinafter referred to as "**Rehab Building**") and Building No. 2 for Sale known as "**232 DHULEVA**" having Basement plus Ground Floor (common for both the buildings) plus 1st to 9th Podium Floors plus 10th floor for amenities plus 11th to 35th habitable floors (hereinafter referred to as "**Sale Building**") and jointly both the buildings are referred to as "**the said New Buildings**").

Q) The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects, being Mr. Gurunath Vishnu

Divate of D. G. D. Consultant and such Agreement is as per the Agreement prescribed by the Council of Architects.

R) The Promoter has appointed a structural Engineer Mr. Vatsal Gokani of Gokani Consultants and Engineers LLP for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the new building.

S) By virtue of the above referred Development Agreement dated 13th October 2014 the Promoter has sole and exclusive right to sell the Flats/Apartments in the said Sale Building i.e. "232 DHULEVA" being constructed by the Promoter on the said property and to enter into Agreement/s with allottee/s to receive and the sale consideration in respect thereof.

T) On demand from the allottee, prior to the execution hereof the Promoter has given full and free inspection of all the documents relating to the title, the permissions, plans, designs and specifications prepared by the Promoters Architects and sanctions in respect of the said Real Estate Project and of such other documents as are specified under the Real Estate (Regulation & Development) Act, 2016 and rules and regulations made thereunder and the Allottee has represented to the Promoter that the Allottee has verified the same with the website which has been put up by the Real Estate Authority under RERA. The Allottee/s expressly confirm that he/she/they has/have agreed to enter into this contract based upon verification and satisfaction aforestated permission, plans and sanctions only and not based upon any information contained in the notice, advertisement or prospectus, or on the basis of any model apartment, plot or building as the case may be.

U) The Promoter have availed Construction Finance from AU SMALL FINANCE BANK LIMITED upon the sanctioned terms and conditions for which they have created charge on the Project "232 Dhuleva" situated at on all that piece and parcel of freehold land admeasuring

3,119.31 Sq. Mtrs. as per Property Card Extract and admeasuring 3,476 Sq. Mtrs. as recorded in Indenture (of Conveyance) dated 01.04.2002 bearing New Survey No. 3046 and New Survey No. 7680 corresponding to Cadastral Survey No. 232 of Girgaum Division in Registration District and Sub District of Mumbai City, situated at Mughabat Street and Cow Lane (now known as Bandu Gokhale Patha).Project RERA Registration No - P51900046593.

V) In pursuance of the sanctioned terms and conditions, an Indenture of Mortgage dated 20/12/2023 executed between the Developer as Mortgagor and AU Small Finance Bank Ltd. As Mortgagee and have created a Mortgage on the Project "232 Dhuleva" upon the terms and conditions mentioned therein. The said Indenture of Mortgage dated 20/12/2023 is registered with Office of Joint Sub Registrar Worli under Serial No. BBE-3/25006/2023.

W) The authenticated copies of Survey Register for the Town and Island of Bombay (Property Card) issued by Superintendent, Mumbai City Survey and land Records shows that M/s. Meridian Construction Pvt. Ltd is the Owner of the said property. A copy of the Survey Register is annexed hereto as **ANNEXURE "E"**.

X) The authenticated copies of the plans i.e. Location plan, Layout plan, Block plan, floor plan together with its specifications as approved by its concerned Local Authority have been annexed hereto and marked as **ANNEXURE "F"**.

Y) While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said new building/s shall be granted by the concerned local authority.

Z) The Promoter has accordingly obtained commencement certificate for the purposes of commencing construction of the said new buildings in accordance with the said proposed plans.

AA) The Allottee has applied to the Promoter for allotment of a Shop/Flat No. _____ on _____ floor situated in the “___” Wing of the said Sale Building being constructed in the said Project, along with _____ parking under stilt, basement, podium and/or mechanical parking.

BB) The carpet area of the said Shop/Flat is _____ carpet area in square meters and "carpet area" means the net usable floor area of an shop/flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said shop/flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Shop/Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

CC) The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

DD) Prior to the execution of these presents the Allottee has paid to the Promoter, a sum of Rs. _____ /- (Rupees _____ only), being part payment of the sale consideration of the Shop/Flat agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

EE) The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority under the provisions of

Real Estate (Regulation & Development) Act, 2016 (“RERA”) under No. P51900046593 authenticated copy showing registration is attached in **ANNEXURE “G”**.

FF) Under Section 13 of the said Act the Promoter is required to execute, a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment) and the garage/covered parking.

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

1. It is agreed between the parties hereto that all the recitals of this Agreement shall form part and parcel of the operative part of this Agreement and shall be read accordingly.
2. The Promoter as aforesaid has demolished the said old structures standing on the said property and obtained commencement certificate (CC) and has commenced construction of free sale building to be known as “**232 DHULEVA**” consisting of 1 building having Basement plus Ground Floor plus 1st to 9th Podium Floors plus 10th floor for amenities plus 11th to 27th habitable floors as per sanctioned plan and proposed to be increased to 35th Floor hereto (hereinafter referred to as “**Sale Building**”) on the said land in accordance with the plans, designs, specifications etc. approved by the concerned local authority and which have been seen and approved by the Allottee with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned authority or the concerned local authority or the Government to be made in them or any of them.
3. The Promoter has proposed to construct the said Sale Building consisting of 35 (thirty five) floors in the Project (subject to the same being

sanctioned by competent authorities) and the Allottee/s hereby acknowledges and confirms the same.

4. The Allottee/s hereby agrees/agree to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s, **Shop/Flat No/s.** _____, admeasuring _____ sq. ft. RERA carpet area, on the _____ floor, of wing _____ of the building to be known as “**232 DHULEVA**” constructed on the said property described in First schedule hereunder written and shop/flat is more particularly described in the Second Schedule hereunder written and delineated in RED colour boundary line on the floor plan thereof annexed hereto as **ANNEXURE “F”** (hereinafter referred to as the “**said Shop/Flat**”), for the price of Rs. _____/- (Rupees _____ only) (hereinafter referred to as the “**said Total Consideration**”) including the proportionate price of the common areas and facilities appurtenant to the said premises, extent and description of the common/limited common areas and facilities which are more particularly described in the **Third schedule** annexed herewith and are shown on the plan annexed hereto as **ANNEXURE “H”**.
5. The Allottee/s has paid to the Promoter on or before the execution of this agreement a sum of **Rs. _____/- (Rupees _____ only)** as and by the way of earnest money and has paid to the Promoter the amount of **Rs. _____/- (Rupees _____ only)** on execution hereof and shall pay the amount of **Rs. _____/- (Rupees _____ only)** subject to TDS as applicable, being the balance amount payable against possession of the said Shop/Flat being offered by the Promoter to the Allottee/s in the manner contained in **ANNEXURE “I”**.
6. The Allottee/s is/are aware that in addition to the aforesaid amounts as per present statute, GST are leviable on the total consideration payable hereunder and consequently, the amount of each instalment payable by the Allottee/s to the Promoter, including any of consideration paid as mentioned in clause no. 4 hereinabove, the Allottee/s will be required to

pay the applicable Service Tax/GST to the Promoter in respect of this transaction. The Allottee/s hereby undertake(s) to pay the amount of the applicable GST along with each instalment from the effective date with retrospective effect on which the relevant enactment/notification shall/has come into effect and further shall not dispute or object to payment of such statutory dues. Failure to pay to the Promoter shall be deemed to be a default in payment of amount due to the Promoter and will result in termination of this Agreement and forfeiture by the Promoter of the amounts paid hereunder, if such payment is not accompanied with the applicable GST. Provided further that if on account of change/amendment in the present statute or laws, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government GST or any other taxes become payable hereafter on the amounts payable by the Allottee/s to the Promoter in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Allottee/s shall be solely and exclusively liable to bear and pay the same. If the same are not paid as aforesaid, the Allottee/s shall be liable to pay the same with interest of 24% p.a. thereon before taking possession of the said unit / premises. The Allottee/s shall forthwith on demand pay to the Promoter the amounts payable by the Allottee/s in order to enable the Promoter to pay the same to the concerned authorities and any other or further amounts payable by the Allottee/s and the Allottee/s shall pay the same without any protest and there shall be a charge on the said premises for such unpaid amounts (without prejudice to any other rights that may be available to the Promoter). The Allottee/s hereby indemnifies and agrees to keep the Promoter indemnified for all times against any loss or damage or penalty or prosecution that may be occasioned to the Promoter on account of the Allottee/s failing to pay to the Promoter on demand the amount payable by the Allottee/s towards the above said taxes as provided hereinabove.

7. The Allottee/s / Purchaser/s do and each of them doth hereby agree that in event the consideration payable by the Allottee/s/ Purchaser/s unto the Promoter herein, as required by the AU Small Finance Bank Limited, then the same shall be transferred into the designated RERA Collection

Account – 2302234154696192, being opened by the Promoter with the AU Small Finance Bank Limited.

8. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
9. The Promoter shall confirm the final RERA carpet area that has been allotted to the Allottee after the construction of the new building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3 per cent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by the allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3 of this Agreement.
10. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object /demand /direct the Promoter to adjust his payments in any manner.

11. It is expressly agreed that the time for the payment of each of the aforesaid instalments of the consideration and other amounts shall be the **Essence of The Contract**. The said Consideration is derived on the basis that (a) the Promoter shall be entitled to utilise the entire unconsumed and residual Floor Space Index (F.S.I.), if any, in respect of the said Property and the entire increased, additional, future and extra F.S.I. (whether by way of purchase of FSI from the layout and/or purchase of FSI from the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of Transferable Development Rights and/or floating FSI) including fungible FSI, that may be made available in present or future or any other FSI that is available, by whatever name called as a result of change in Development Control Rules and Regulations (DCR) and governing prevalent laws, as also by way of Transferable Development Rights (T.D.R.) including Road T.D.R., and other T.D.R. and etc., by whatever name called available and as may become available in future for the use, utilization and consumption on or in the said Property as per Law and/or Development Control Regulations (D.C. Regulations) as amended from time to time as the Promoter shall deem fit and proper and also to use and utilize the Set Back F.S.I, if any, or ask for the compensation from the M.C.G.M or any other concerned authorities upto the formation of the organisation being Society/Company/Condominium of Apartment and/or any other body or organization so formed and the land and new building is transferred by the Deed of Conveyance/Lease/Declaration or any other documents of transfer of the said property .and (b) the Allottee/s has accorded his irrevocable consent to the Promoter whereby the Promoter shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the said Property / Land, relocate/realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities as the Promoter may deem fit in its sole discretion and/or to the Sanctioned Plans (from time to time) upto the formation of the Society/Condominium/Company or any other common organisation that may be formed and up to the execution of the Deed of Conveyance/Lease/Assignment of Lease, as the case may be and/or after the statutory vesting of the said land and new Building in favour of

the common Organization. All the above respective payments shall be made to the Promoter within seven days of the due date notwithstanding the Allottees not having received any intimation in writing to make payment of the same. The Allottee/s shall make all payments of the consideration amount due and payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of the Promoter.

12. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Flat/Shop to the Allottee and the common areas to the association of the Allottees after receiving the Occupation Certificate (OC) or the Building Completion Certificate (BCC) or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement ("Payment Plan").
13. In accordance with the provisions of the Income Tax Act, 1961 the Allottee/s is under obligation to deduct the TDS at the rate as applicable in law of the consideration amount and the Allottee/s shall deduct at the rate as applicable in law at the time of payment of each instalment and pay the same to the Government Treasury and within seven days of such payment obtain and furnish the required Challan/Certificate to the Promoter. In the event that the Allottee/s fails to deduct such amount and/or to pay such amount to the Government Treasury then the Allottee/s shall be liable to suffer or incur all the consequences including to reimburse the damages or loss which may be suffered or incurred by the Promoter by reason of non-deposit of such amount in the Government Treasury and/or upon the failure to furnish the Challan/TDS Certificate evidencing such payment to the Promoter.
14. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of

the Shop/Flat to the allottee, obtain from the concerned local authority occupation and/or completion certificates in respect of the Shop/Flat.

15. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is [REDACTED] square meters only and Promoter has planned to utilize additional Floor Space Index of [REDACTED] (Sq. Mts.) by availing of TDR or FSI available on payment of premiums or fungible FSI available or any other FSI by whatever name called or incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulation (DCR), which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of [REDACTED] sq. mtr. as proposed to be utilized by them on the project land in the said project and allottee has agreed to purchase the said Shop/Flat based on the proposed construction and sale of Shop/Flat to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. The Promoter as stated above shall utilize road width FSI and any other FSI/TDR by whatever name called as is available under DCR 2034 or any other law for time being in force.
16. Without prejudice to the Promoter rights, under this agreement and/or in law, including for damages, the Promoter, as the case may be, shall be entitled to claim and the Allottee/s shall be liable to pay to the Promoter, as the case may be, interest at the rate of as per rules or at such rate as Promoter may decide on all such amounts /payments which may become due and payable by the Allottee/s under the terms of this agreement and remain unpaid for seven days or more after becoming due.
17. Without prejudice to the right of promoter to charge interest in terms of clause 15, mentioned above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of instalments and/or

on the Allottee/s committing breach of any of the terms and conditions herein contained, the Promoter/s shall at his/their/its own option, may terminate this Agreement.

PROVIDED always that the power of termination herein before contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Allottee/s 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it has intended to terminate the Agreement and default shall have been made by the Allottee/s in remedying such breach or breaches within fifteen days of such notice, failing which the Promoters shall be entitled to terminate this Agreement. The Promoter will send such notice by Registered Post AD at the address provided by the Allottee/s and or mail at the email address provided by the Allottee/s at the address mentioned hereinafter to the Allottee/s and such posting will be sufficient discharge to the Promoter

Notwithstanding what is stated above the Allottees agree that on termination by promoter;

- (a) The Allottee/s shall cease to have any right or interest in the said Shop/Flat or any part thereof;
- (b) The Promoter, as the case may be, shall be entitled to sell and transfer the said Shop/Flat at such price and on the terms and conditions to such other person or party as the Promoter may, in its absolute discretion deem fit, without any recourse to Allottee/s. The Promoter will thereupon execute a Sale Agreement in favour of such other person or persons as the Promoter directs, if in the event the default is in respect of amounts payable to the Promoter.
- (c) The Promoter shall refund to the Allottee/s the amount paid till then by the Allottee/s to the Promoter without any interest in pursuance of this Agreement after deducting there from:
 - (i) Liquidated damages calculation @ 20% of the amounts received by the Promoter from the Allottee therein the purchase price of the said Shop/Flat which is the agreed and genuine pre-estimate of loss to default of the Allottee

the Promoter will suffer in the event of default on the part of the allottee /Allottee to pay the amount payable by him/her/it/them to the Promoters hereunder.

- (ii) the taxes, service charges and outgoings, etc. if any, due and payable by the Allottee/s in respect of the said Shop/Flat upto the date of termination of this Agreement;
 - (iii) The amount of interest payable by the Allottee/s to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
- (d) The Promoter shall, in the event of any shortfall, be entitled to recover the said amounts from the Allottee/s. The Promoter shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee/s any Government Charges such as GST, Stamp Duty, Registration Fees etc. as the case may be. The amount shall be accepted by the Allottee/s in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Shop. The Allottee/s agree that receipt of the said refund by cheque from the Promoter by the Allottee/s by registered post acknowledgement due at the address given by the Allottee/s in these presents whether the Allottee/s accept/s or encash/s the cheque or not, will amount to the said refund.

18. The promoter shall allot the said Shop/Flat to the Allottee/s in raw condition.

19. Commencing a week after notice in writing is given by the Promoter to Allottee/s that the said premises is ready for use and occupation irrespective of whether the possession of the Flat/Shop is taken or not in accordance with this agreement, the Allottee/s as and when called upon by the Promoter and/or society and/or condominium of Apartment/Company or anybody of individuals, shall be liable to bear and pay an amount (as stated hereinafter) being a lumpsum amount towards the proportionate share of outgoings in respect of the said property and building/s including local taxes, betterment charges or such other levies

by the concerned local authority and/or Government, water charges, insurance, common lights, repairs, and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property / Land/building/s. The Purchaser/s alone shall be responsible and liable for payment of GST on such amount. Until the said Society/condominium of Apartment owners/Company or anybody of individuals is formed and the said property are transferred as per the relevant provision, the Promoter shall use the amounts for the outgoings as may be determined from time to time. The Allottee/s further agree/s and undertake/s to pay to the Promoter / common organization so formed, any additional amount demanded over and above the aforesaid amount towards the outgoings, as and when required, without any demur and protest. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter till the necessary Conveyance/Lease/Deed of Declaration is executed, subject to provisions of the of the relevant Act and the rules made thereunder, on such document being executed, the aforesaid deposit (less deductions provided for under this agreement) shall be paid over by the Promoter to the Society/condominium of Apartment owners/Company or anybody of individuals subject to deductions to be made, if any

20. The Allottee/s is aware that the building and the common areas and amenities in the said Building including gymnasium shall be maintained and managed by the Promoters / a Facility Management Company (FMC) appointed by the Promoters at their sole discretion for a period of 5 years from date of receipt of the Occupation Certificate. The Allottee herein agrees that he/they shall not contest or dispute appointment of the FMC by the Promoter for the agreed period of 5 years. The Allottee/s agrees that their covenant is material and important for the Promoter and also the Allottee/s as the common facilities need proper maintenance. The Allottee/s alongwith the other Allottee/s of the Premises/unit/Apartment/Flat shall be entitled to avail of the services provided or arranged by or through the Promoters / FMC at a cost or charges that may be fixed by the FMC. All common costs, charges and expenses that may be claimed by the Promoters / FMC shall be to the

account of and borne by the Allottee/s of the Shop/Premises/unit/Apartment/Flat in the said Building. These common costs shall be shared by all such Allottee/s on pro-rata basis determined by the Promoters and/or FMC, which determination shall be binding on the Allottee/s.

21. The Allottee/s shall after payment of the entire purchase consideration to the Promoter and all applicable taxes and outgoings to Promoter under this Agreement on execution of this Agreement and prior to taking possession of the premises, shall pay to the Promoter sums of money in addition to any other amounts mentioned herein which are exclusive of taxes and other charges as follows to this agreement

- a. _____ towards legal cost charges and expenses including cost of attorneys in connection with preparation of conveyance of the building to the society and _____ this agreement.
- b. Rs. _____ - towards installation/connection of water, electrical and sewer services.
- c. Rs. _____ towards deposits to be paid to the concerned statutory bodies and electric supply company for water, gas and other services connection in the building as and when applicable.
- d. Rs. _____ towards development charges.
- e. _____ towards advance maintenance charges for 12 months.
- f. amounts to society as provided hereinafter.

22.

- a. After completion of the Project, the said Society shall be solely responsible through the FMC appointed by the Promoter as agreed above for the Maintenance, Management, Supervision and over all control of all the common areas and facilities of the project, or any part or portion thereof and, correspondingly, shall be entitled to receive and collect the pro-rata share of each holder of the said premises and to utilize all such contributions towards the purposes mentioned above. The pro-rata contribution of each holder of the said premises towards the cost of maintenance, management and

supervision of the project or any part or portion thereof shall be determined by the said Society.

b. The Purchaser shall additionally pay a sum at @ Rs _____ per sq.ft i.e. **Rs. _____ (Rupees _____ Only/-)** towards common maintenance Fund/ Sinking fund / corpus/ in respect of the said shop/flat to the society/Promoter before or at the time of taking possession of the said shop/flat.

c. Due compliance of rules, regulations and bye-laws of the said society the purchasers herein shall be the essence of this Contract in pursuance hereof.

d. The Purchaser/s shall before taking possession of the said Premises also pay to the Society/Promoter the following amounts:

(i) A sum of Rs. _____ /- (Rupees _____ Only) towards acquiring of 10 (Ten) shares of Rs. _____ /- (Rupees _____ Only) each .

(ii) Entrance fee of Rs. _____ /- (Rupees _____ Only).

All the above payments shall be paid by the purchaser to the Promoter within a period of 7 (Seven) days from the date of notice of such payment and in any event before possession of the said Premises is handed over to the Purchaser/s;. It is further agreed that the Purchaser/s will be liable to pay interest @ 21% p.a. or as otherwise demanded by the Society for any delay in payment of such amounts.

e. The Allottee herein shall be admitted as member of the said society only on full compliance of the aforesaid terms.

23. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as deposit, sums received on account of the share capital, and shall utilize the amounts only for the purpose for which they have been received.

24. The Allottee/s shall pay stamp duty and registration charges payable, if any, on the Deed of Conveyance/Lease/Declaration, or any document or instrument of transfer in respect of the said building as the case may be executed in favour of the said Society. The Promoter will not be bound

and liable to pay any stamp duty or registration charges on and/or under this agreement or otherwise.

25. Agreed further that the irrevocable consent given herein shall be treated as an affirmative vote of the Allottee/s and the Allottee/s would be deemed to have assented to any resolution put up by the society or Managing Committee or body referred to hereinabove.
26. The Allottee/s shall not be entitled to raise any objection or claim any abatement in price of the premises agreed to be acquired by them and/or any compensation or damage on the ground of inconveniences or any other ground whatsoever.
27. The Promoter shall be entitled to enter into agreements with other Allottee/s on such terms and conditions of the agreements as the Promoter may deem fit without affecting or prejudicing the rights of the Allottee/s in the flats/premises/ commercial premises etc. under this agreement.
28. It is hereby expressly agreed that the Promoter shall, notwithstanding anything contained in this agreement, be entitled to sell the flats/premises, shops, and allot exclusive user of open spaces/parking space/ terrace or portion thereof etc. in the new proposed building and other structures on the said property for commercial/residential user or parking or for any other permissible user in that behalf in such manner and on such terms and conditions as the Promoter may deem fit without affecting or prejudicing the rights of the Allottee/s in the premises under this agreement. The Allottee/s shall not object to and hereby give his/its irrevocable consent to the Promoter allotting, selling or otherwise dealing with parking spaces, and such allotment sale etc. shall be binding on the Allottee/s.
29. The Promoter shall endeavor to hand over **possession of the said shop/flat to the Allottee on or before 31st December 2027** subject to what is otherwise stated herein. If the Promoter fails and neglect to give possession of the said premises on the aforesaid date or any such date

as may be extended by mutual consent then the Allottee shall have the option to terminate this agreement after giving 30 days' notice in writing thereupon the Promoter shall be liable to refund to the Allottee within 12 months the amount received by him in respect of the said premises along with simple interest at 12% p.a. from the date the Promoter received the sum till the date the said amount and interest thereon is paid to the Allottees. It is agreed that upon the termination of this Agreement by the Allottee/s, the claim of the Allottee/s shall be restricted to refund of monies paid with simple interest @ 12% p.a. thereon and that the Allottee/s shall not be entitled to claim any loss and/or damages and/or mental trauma or otherwise howsoever. The entire amounts to be refunded with the interest of 12% per annum payable on the amounts refundable to the Allottee shall be paid solely by the Promoter as it is the Promoter responsibility to complete the construction in a timely manner. The amount so refunded shall be in full and final satisfaction and final settlement of all the claims of the Allottee/s under this Agreement. The Allottee/s agrees that receipt of the said refund by Cheque from the Promoter by the Allottee/s by registered post acknowledgement due at the address given by the Allottee/s in these presents whether the Allottee/s accepts or encashes the cheque or not, will amount to the said refund and thereafter the Promoter shall be entitled to deal with the said shop/flat and other areas as the Promoter may deem fit.

30. The Promoter shall be entitled to a reasonable extension of time for handing over the possession of the said Premises, as stated hereinabove, if the completion of the said building in which the said Premises is situated is delayed on account of but not because of an act on the part of the Promoter,
- (i) non-availability of steel, cement, other building material, water or electric supply for a period of not more than six months.
 - (ii) War, Civil Commotion, Riots or Pandemic, epidemic, lock-downs, Act of God; or
 - (iii) Any notice, order, rule, notification of the Government and/or other public or competent authority; or

- (iv) changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project; or
- (v) on account of delay in issue of the Occupation Certificate, and/or any other Certificate/permission/approval as may be required in respect of the said new building by the said local authority or
- (vi) delay in grant of any NOC / permission / license / connection for installation of any services, such as lifts, electricity and water connections and meters to the project / flat / road or completion certificate from appropriate authority for which such delay shall be condoned by not be more than six months; or
- (vii) any stay, injunction or other order of any court, tribunal or authority; or

And that the Allottee/s hereby agrees to ignore and accept such delay in getting possession due to any of the abovementioned reasons and/or for any reason beyond the control of the Promoter as per the provisions of the RERA Act or any relevant section of the Acts from the time being in force.

31. The Allottee/s shall take possession and/or be deemed to have taken possession of the said Premises within 30 days of the Promoter giving written notice to the Allottee/s intimating that the said Premises are ready for use and occupation. Provided that if within a period of 5 (five) years from the date of handing over of deemed handover of the said Premises to the Allottee/s, the Allottee/s bring/s to the notice of the Promoter any structural defect in the said Premises or the said building in which the said Premises is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible, such defects shall be rectified by the Promoter at the Promoter's own cost and in case it is not possible to rectify such defects then the Allottee/s shall be entitled to receive from the Promoter reasonable compensation for such defect or change. However, if the Allottee/s carries out any alteration or addition or change as regards columns, beams, slabs, and/or ceiling or outer walls any other structural change/alteration in the said Premises or any part

thereof in the said Premises and/or the said new building, the liability of the Promoter shall come to an end and the Allottee/s alone shall be responsible to rectify such defect or change at their own cost/s.

32. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/commercial. He shall use the parking space only for purpose of parking vehicle.
33. The allottees shall have no objection with respect to usage of the open space in front of the allottees of the respective shops and the commercial staircase/lobby. The same shall be maintained by the prospective allottees.
34. The Allottee alongwith other allottee(s) of various premises in the building shall become members of the said society and for this purpose also from time-to-time sign and execute the application for membership and the other papers and documents necessary for being admitted as member of the said society.
35. Within 12 months from the receipt of the entire consideration from all the allottees or within 12 months from Promoter obtaining receipt of full occupation certificate, whichever is later, the promoter shall execute (subject to his right to dispose of the remaining unsold Flat/ Apartments, if any) conveyance with respect to the said Land and the said new Building in favor of said Society which may be formed under relevant provisions.
36. It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold units / premises and other premises including car parking spaces in the said building shall at all times, including after the Conveyance in favour of the said society, be and remain the absolute property of the Promoter, and the Promoter shall become members of the said society in respect thereof, and the Promoter shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and

proper, to any person or party of its choice, and neither the Allottee/s herein, nor the said society shall object to or dispute the same. The Allottee herein further agrees that the Promoter, as the case may be, intimating to the said society the name or names of the Allottee/s or acquirer/s of such unsold units, premises, etc., the said society shall forthwith accept and admit such Allottees and acquirers as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recording from them any premium, fees, donations or any other amount of whatsoever nature in respect thereof. The Promoter shall not be liable to pay maintenance charges for the unsold units to the Common Organization save and except the municipal taxes with effect from receipt of occupation/ completion certificate. The Promoter shall at its discretion pay the municipal property taxes, non-agricultural assessment charges/taxes/rate etc. in respect of unsold Premises / Units / Flats directly to the Authority. It is clarified that the Promoter will not be liable to pay any other amounts in respect of the unsold Premises / Units / Flats, Adequate provisions for the above shall be made in the said Documents of Transfer.

37. All costs charges and expenses in connection with the said Building in favour of the said society, payment of charges for such purpose, stamp duty and registration charges thereof and all other agreements or any other documents required to be executed by the Promoter as well as the entire professional costs of the Attorneys of the Promoter for preparing and approving all such documents shall be borne and paid by the said society or proportionately by all the Allottee/s in the said Building. The share of the Allottee/s in such costs, charges and expenses shall be paid by him/her/them immediately when required.
38. It is hereby expressly clarified, agreed and understood between the parties hereto that:
 - (a) If any portion of the said property is acquired or notified to be acquired by the Government, or by any other public body or authority, the

Promoter shall be entitled to receive all the benefits in respect thereof and/or the compensatory F.S.I. or all other benefits which may be permitted in lieu thereof till the society or limited company or other body is formed and registered and the said property and building is transferred. The Promoter shall be entitled to use any additional F.S.I. or additional constructions that may be permitted by the local body or concerned authority on the said property for any reasons whatsoever including F.S.I. in respect of any adjoining or neighbouring property. Such additional structures and storeys will be the sole property of the Promoter who will be entitled to deal with or dispose of the same in any way the Promoter choose and the Allottee/s hereby irrevocably consent to the same. The Allottee/s shall not be entitled to raise any objection or claim any abatement in price of the premises agreed to be acquired by them and/or any compensation or damage on the ground of inconveniences or any other ground whatsoever.

- (b) The entire unconsumed and residual F.S.I. and T.D.R., if any, in respect of the said building to be constructed on the said building on the said Property and the entire increased, additional and extra F.S.I. which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D. P. Plan, Rules, the proposed D. C. Regulation (2034) ,Regulations and bye-laws governing the FSI as also the changes to Development Plan F.S.I. or otherwise which may be available, it is possible for the Promoter to acquire certificate/s of Development Right of other properties (commonly known as TDR) and to make additional construction on the said property by utilising such Development Rights on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality any set back area, and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to Promoter, free of all costs, charges and payments, and neither the Allottee/s herein, nor the Organization shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;

- (c) The Promoter shall have, the full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI and TDR respectively, becoming available to the promoter on various aforesaid occasions, upto the formation of the organisation being Society/Company/Condominium of Apartment and /or any other body organization so formed and the land and new building is transferred by the Deed of Conveyance/lease/Declaration or any other documents of transfer of the said property in favour of such organization , as the Promoter may desire and deem fit and proper and as may be legally permitted, whether now or at any time in future. It is expressly agreed that in case of vertical expansion of the said building by way of additional floor/s, the Promoter shall be entitled to shift the water tank/s, dish antenna/s, relay station for cellular and satellite communications etc., either over and above such additional floors and/ or extension or such other place/s as the Promoter may deem fit and proper even after the deed of transfer land and building is executed and registered.
- (d) The Allottee/s agree/s and undertake/s to permit and give the Promoter / Promoter all facilities for making such additions, alterations or to put up any additional structures or floors, on the said property which addition may be horizontal and/or Vertical to the building to be constructed on the said property even after the said society or limited company is formed and registered and the said property and the said building or part thereof is transferred to the society till the work of additions and alterations above is completed in full and possession of such flats etc., are handed over to the respective Allottee/s of such premises etc. The Allottee/s agree/s and undertake/s not to object to such construction on the ground of nuisance, annoyance and/or otherwise for any other reasons.
- (e) The lift machine room and water tank shall be located on the common terrace above the topmost floor of each units of the said building. The said common terrace is agreed to be left open to the sky for further and additional constructions thereon by the Promoter in future at any

stage and/or time in terms of this clause. The Allottee/s will not have any right to use or have any claim right title or interest of whatsoever nature in the said common terrace, save and except for the purpose of inspection and maintenance of lift, lift room and water tanks; due to height restriction from civil aviation, The promoter may suggest machineless elevators and hydro nuematic water system.

- (f) All such new and additional tenements, units, premises buildings and structures shall absolutely and exclusively belong to the Promoter, and neither the Allottee/s herein, nor the Common Organization shall have or claim any rights, title, benefits or interests whatsoever in respect thereof, and the Promoter shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the Allottee/s nor the Common Organization shall raise any dispute or objection thereto and the Allottee/s hereby grants his/her/their irrevocable consent to the same;
- (g) Upto Deed of Conveyance of the said building, the Promoter shall be permitted to have the entire available F.S.I. including T.D.R. or any other benefit by whatever name called which could be used on the said property whether sanctioned or not and shall be entitled to utilise the same by making additions, alterations or putting up any additional structures as per the plan that may be approved by the local authority or the Government of Maharashtra or any other competent authority so as to consume the entire available F.S.I./benefit in respect of the said property, including that which may be available but not sanctioned even after registration of the such common organization and transfer of the said property to the name of such common organization. Such addition, structures, or floors, shall be the property of the Promoter and the Promoter will be entitled to deal with dispose of the same in any manner as Promoter may deem fit without adversely affecting the flat of the Allottee/s even after transfer of the said property.

- (h) The Promoter shall be entitled to take benefit of any approval of development rights/FSI/TDR/benefits by whatever name called which may become available with respect of the said property to any other property or properties either adjoining the said property or otherwise as may be permissible in law and the Allottee/s shall neither claim any right thereto nor object or dispute the same in any manner whatsoever.
- (i) The Allottee/s hereby expressly consent/s to the Promoter re-aligning, re-designing the said Building or the recreation area or internal road and passages and such other area or areas which the Promoter may desire to re-align and re-design. The building, is completed earlier than the scheduled time of completion mentioned herein under, then the Allottee/s confirm/s that the Promoter will be entitled to utilize any F.S.I. which may be available on the said Property or any part thereof as set out in the First Schedule hereunder written till the F.S.I. available on the said Property is duly utilized by the Promoter and the amount or amounts receivable by the Promoter and all obligations required to be carried out by the Allottee/s herein and Allottees of other /s of premises are fulfilled by them, the Promoter shall not be bound and shall not be called upon or required to form any Co-operative Society, Limited Company or Condominium or Apartments as the case may be and the Allottee/s agree/s and irrevocably consent/s not to raise any demand or dispute or objection in that behalf.
- (j) It is agreed and understood that at any time before the execution of the Conveyance of the said proposed new building known as “**232 DHULEVA**”, the Promoter shall be entitled to amalgamate the said land with any other adjacent property which it may have already purchased /acquired, or which it may hereafter purchase/acquire, and to apply for and obtain the necessary sanctions, permissions, orders, NOCs, approvals, etc. for such amalgamation, and to develop the said property in accordance therewith. The Allottee/s shall not raise any objection to or dispute such amalgamation of the said Property land by the Promoter;

- (k) The Allottee/s shall not at any time hereafter raise any objection or dispute on any ground whatsoever to the provisions of this agreement or to the Promoter exercising their rights as mentioned herein, nor shall they claim any abatement or reduction in the Allottee/s price due to the same nor shall they claim any compensation or damages from the Promoter/s due to the same on any ground whatsoever including on the ground of any inconvenience or nuisance which may be caused by the Promoter putting up and effecting such new and additional construction as mentioned hereinabove and/or of light and ventilation and/or density and environment and/or of water and electricity;
- (l) The Allottee/s shall not be entitled to any rebate and/or concession in the price at his/her/their flat/premises on account of the construction of additional floor/s and/or any other building and/or structure and/or the changes, alterations and additions made in the building or buildings or structures or on account of any advertisement hoarding and/or facilities for dish Antenna/Satellite transmission facilities put up on the said property and/or the said building.
- (m) The Promoter shall be entitled to grant any Right of Way or license of any right through, over or under the said property to any person or party including occupant, Allottee/s or person entitled to any area or areas in any building(s) which may be construction by the Promoter on the said property or any other adjoining property or properties to the said property or to any other person as the Promoter may desire or deem fit.
- (n) The Promoter hereby reserve their right to give for the purpose of advertisement or by putting up hoardings or Neon Light hoardings etc. on any open spaces in the said property including on the terrace and compound walls for the said purpose on such terms and conditions as the Promoter may desire. The said right shall continue to subsist even after the execution of conveyance in favour of the said society. If any municipal rates, taxes, cess, assessments are imposed on the said property due to such advertisements or hoardings put up on the open

spaces or terraces or any other portion or compound walls of the said property, the same shall be borne and paid wholly by the Promoter. The Promoter shall be exclusively entitled to the income and profits that may be derived by the display of such advertisement, hoardings at any time hereafter. The Allottee/s will not object to the same for any reason whatsoever and shall allow the Promoter, their agents, servants, etc. to enter into the said property, the terrace and any other open spaces in the said property for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings. The Promoter shall be entitled to transfer or assign such right to any person or persons who they may deem fit and the Business/ office Allottee/s or the estate or common organization to be formed by the Business office Allottee/s shall not raise any objection thereto.

- (o) The Allottee/s is aware that the Promoter or the Maintenance Agency nominated by the Promoter for providing certain Maintenance Services in the said new building shall maintain the new Building until such time as the Promoter conveys the building to the said society. Provided that thereafter the said society shall be entitled to enter into Maintenance and Service Agreement, with the Promoter and/or the said Agency appointed by the Promoter at their own cost and risk.
- (p) It is in the interest of the Allottee/s to help the Maintenance Agency in effectively keeping the Premises and the said building secured in all ways. The Allottee/s hereby agrees and accepts that for security reasons, the Maintenance Agency shall be at liberty to enforce a framework of guidelines to be followed and observed by the occupants/ visitors to the same building. However, it has been made clear to the Allottee/s that the entire internal security of the premises shall be sole responsibility of the owner/Allottee/s/occupant and the Promoter or the Maintenance Agency shall not be responsible for any theft, loss or damage suffered by the owner/Allottee/s/occupant due to any security lapse within and in respect of the Premises hereby agreed to be purchased by the Allottee/s.

same shall be reimbursed by the Allottee/s to the Promoter in proportion of the said Premises agreed to be acquired by the Allottee/s and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Allottee/s.

41. The Allottee/s agree/s and undertake/s that all charges, consideration, stamp duty, registration charges, transfer fee, premium or any other charges of any nature whatsoever payable to MCGM or Metropolitan Commissioner or any other authority for execution of lease/Conveyance/Declaration of the said building in favour of the said society and/or for execution of this Agreement is the responsibility of the Allottee/s. The expenses, charges, fees etc. for conveyance of the building in favour of the said society including stamp duty and registration charges in respect thereof shall be borne and shared by the Allottees, the said society and other occupants of the building.

42. The Allottee/s has taken inspection of all relevant documents and has satisfied themselves fully in respect of the Promoter's title to develop the said Property prior to the execution of this Agreement and the Allottee/s doth hereby accepts the same and agree not to raise any requisition or objection/s or dispute relating thereto at any stage; and

43. The Promoters shall pay all outgoings (Municipal and Collector's Bills) and all other amounts such as betterment charges, contributions etc., payable to any local or public authority in respect of the said property under any statute or law, previous to the date hereof, if necessary, shall be apportioned between the Promoters and the Allottees

44. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- i. The Promoter is entitled to development rights with respect to the said property; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said property;

- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the project except the charge of AU Small Finance Bank Limited as mentioned hereinabove, if any disclosed to the Allottee/Purchaser;
- iv. All approvals, licenses and permits issued by the competent authorities with respect to the project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- v. The Promoter has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vi. The Promoter has not entered into any agreement for sale and/or Development Agreement or any other agreement/arrangement with any person or party with respect to the project land, including the project and the said Apartment/Plot) which will, in any manner, affect the rights of Allottee under this Agreement;
- vii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said (Apartment/Plot) to the Allottee in the manner contemplated in this Agreement;
- viii. At the time of execution of the conveyance deed of the structure to the said society, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the common areas of the structure to the said society;
- ix. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages

and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

- x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the project except those disclosed in the title report.
45. The Allottee/s for himself/herself/themselves with intention to bring all persons into whosoever hand the said Premises may come, do hereby covenant with the Promoter as follows:
- (a) To maintain at the Allottee/s's own cost in good tenantable repair and condition from the date of possession of the said Premises is taken and shall not do, or suffer to be done, anything in or to the said Building, staircases or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the said Premises itself or any part thereof;
 - (b) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or be likely to damage the staircases, common passages or any other structure of the said Building including entrances of the said Building and in case any damage is caused to the said Building and/or the said Premises on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable to carry out the repair at the Allottee/s's cost;
 - (c) To carry at his/her/their own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the

Allottee/s and shall not do or suffer to be done anything in the said Premises or to the said Building or the said Premises which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequence thereof to the concerned local authority and/or public authority;

- (d) Not do or suffer to be done anything in the said Premises or to the said Building or the said Premises which is in contravention of this Agreement. And in the event of the Allottee/s committing any act in contravention of this Agreement the Allottee/s shall be responsible and liable for the consequence thereof including the liability to carry out the repair at the Allottee/s's cost;
- (e) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration whatsoever in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the said new building and shall keep the portion, sewers, drains pipes in the said Premises and appurtenances thereto in good tenantable repair and condition and shall not chisel or, in any other manner, damage the columns, beam, walls, slabs or RCC Partis or other structural members in the said Premises without the prior written permission of the Promoter and/or the said Common Organization and in the event so such damage the Allottee/s shall indemnify the Promoter and/or the Common Organization for the same;
- (f) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said plot and the said Building or any part thereof or whereby any increase in premium shall become payable in respect of insurance;
- (g) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said land and the said Building;

- (h) No equipment's such as dish antennae/solar heaters/solar panels, D.G. Set, air conditioning plants etc. shall be installed on the terrace and/or under the stilts and/or basements of the said building and/or in the compound of the said building by any of the apartment holders and/or the said organization at any time whatsoever without the permission of the Promoter. However, the Promoter alone shall, from time to time, and at all times be entitled to permit the apartment holders of the premises in the said building to install equipment's such as dish antennae/solar heaters/solar panels, D.G. set, air conditioning plants etc. on the terrace and/or under the stilts and/or basements of the said building and/or in the compound of the said building as the Promoter may determine absolutely at its discretion.
- (i) The refuge area adjoining to lobby / staircase / premises (hereinafter referred to as "**the Refuge Area**"), shall not be altered and/or enclosed and/or covered and/or changed on any grounds whatsoever, by the apartment Allottee / Common Organization. The Refuge area in the said building shall be kept in a clean and habitable condition and shall be the part of the common amenities and shall be used by all the Allottees in the building. The entry thereof at all times shall be without any restriction and shall always be kept open and free of encroachment at all times including the common passage, stair case leading to such Refuge area.
- (j) The Allottee/s shall not remove or affix grills / fixtures on the exterior of the said Building or cause any obstruction of any nature whatsoever and the Allottee/s shall forthwith remove such grills, fixtures, obstructions and shall be liable to pay a fine of Rs. _____ /- (Rupees _____ Only) to the Promoter.
- (k) Pay to the Promoter within 7 (seven) days of demand by the Promoter, his/her/their share of security deposit, charges or expenses etc. demanded by concerned local authority or Government or giving water, electricity or any other service connected to the said Building;

- (l) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Unit / Premises by the Allottee/s viz. user for any purposes other than purpose for which the same is allotted;
- (m) The Allottee/s shall not sell, mortgage, transfer, assign, let, underlet or sub-let the said Premises or the Allottee/s's interest or benefit of this Agreement or part with the possession of the said Premises or any part thereof until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid-up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has intimated in writing to the Promoter;
- (o) The Allottee/s shall observe and perform all the rules and regulations which the said Common Organization may adopt at its/their inception and the additions, alterations, or amendments thereof that may be made from time to time for protection and maintenance of the said property and new building, the said Building and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Common Organization regarding the occupation and use of the said Premises in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;
- (p) Till the Deed of Conveyance of the said Building is executed in favour of the said society, the Promoter and its servants and agents, with or without workmen and others, shall at all reasonable times, be entitled to enter into and upon the said property and the said Building or any part thereof.

- (q) In the event any development charges or betterment charge, service charge or premium or tax or any other levy becomes payable by the Promoter, the Allottee/s hereby agrees to reimburse the same to the Promoter in proportion to the area of shop/flat/apartment/ Parking space / Garage etc., agreed to be purchased by him/her/them and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Allottee/s.
- (r) The Allottee/s shall insure and keep insured the said apartment, against loss or damage by fire of any other calamities for the full value thereof.
- (s) The Allottee/s agrees that his/her/their/its interest in the said property and the said building is impartible and he/she/they/it shall not be entitled at any time to demand partition of his/her/their interest in the said property and/or in the said building.
- (t) In case MSEB / Reliance / Tata Power / Adani or any competent authority requires/demands construction of sub-station before supplying necessary electricity or domestic load to the proposed building, the cost charges and expenses thereof shall be borne and paid by all the Allottee/s in proportion to the area of their respective Flat / Units / Premises agreed to be acquired by them.
- (u) Until the said building is conveyed as aforesaid, the Promoter will control the management of the said building, realisation of outgoings and the disbursements of the payments to be made. The Allottee/s alongwith other apartment/parking space Allottee/s and/or the said society will not have any objection to the aforesaid right of the Promoter.

46. Notwithstanding any other provisions of this Agreement the Promoter shall be entitled to, at the Promoters sole and absolute discretion:

- (a) to decide from time to time when and what sort of document of transfer should be executed in whose favour.
- (b) have an exclusive, unfettered and unimpeachable right to sell, enter into any agreement with any persons as may decided by them from time to time.
- (c) have a right to terminate this agreement for sale in the event of happening any one or many of the acts, deeds, things done or caused to be done by the said Allottee/s, if the Allottee/s is not co-operative or unwilling to follow or observe the policy formulated by the said Promoter for the said purpose and/or terms and conditions imposed by them from time to time for the better management of the project or anything done or caused to be done for any unlawful activities, gains or having any relation or connection with the organizations which has been banned by the Government of India or the State Government of Maharashtra as the case may be and/or propagating any message or information or things which may adversely affect the interest of the Promoter and/or persons associated with the Promoter.
- (d) to cause to be transferred, the said building and/or buildings land in favour of the said society.
- (e) to decide and determine how and in what manner the infrastructure including the common utility areas and other recreational facilities to be used by the various apartment Allottee/s may be transferred and/or conveyed/assigned/ leased.
- (f) to provide for and incorporate covenants, restrictions and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads if any.

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the said flat/shop and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall

not affect the right and interest of the Allottee who has taken or agreed to take such shop/flat.

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Register for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

47. For any amount remaining unpaid by the Allottee/s under this Agreement, the Promoter as the case may be shall have first lien and charge on the said Premises agreed to be allotted to the Allottee/s.
48. This Agreement sets forth the entire agreement and understanding between the Promoter and the Allottee/s pertaining to the said flat and supersedes, cancels and merges :
 - (a) All agreements, negotiations, commitments writings between the Allottee/s and the Promoter prior to the date of execution of this Agreement.
 - (b) All the representation, warranties commitments etc. made by the Promoter to the Allottee in any documents, brochures, hoarding etc. and /or through on any other medium.

49. The Allottee/s agrees that his/her/their/its interest in the said property and the said building is impartible and he/she/they/it shall not be entitled at any time to demand partition of his/her/their interest in the said property and/or in the said building.
50. It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.
51. The Allottee/s hereby agrees, undertakes and covenants with the Promoter / Promoter/s that neither he/she/they, nor the said society shall, at any time hereafter, limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Promoter / Promoter/s under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoter / Promoter as mentioned herein, and the Allottee/s and the said society shall be bound and liable to render to the Promoter, all necessary assistance and co-operation, to enable it to exercise and avail of the same.
52. It is expressly agreed that right of the Allottee/s under this Agreement is only restricted to the premises agreed to be sold by the Promoter and agreed to be acquired by the Allottee/s and all the other premises and portion or portions of the said Building and the said Property shall be the sole property of the Promoter. The Promoter shall be entitled to develop the same in whatsoever manner they may deem fit and proper, without any reference, resource, consent or concurrence from the Allottee/s in any manner whatsoever. The Allottee/s do/doth hereby confirms and consents to the irrevocable right of the Promoter, to develop the said Property including the said Building known as "232 DHULEVA", on the said Property more particularly described in the Second Schedule hereunder written, in whatsoever manner the Promoter may deem fit and proper without any further reference or other consent or concurrence in

future upon transfer of the said land and building "232 DHULEVA" to the said society and that such ultimate organization will become Owner as contemplated under the RERA or any other relevant statutory act.

53. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Premises or of the said Property and the said Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her/them. It is further agreed that all rights of ownership in all open spaces, parking spaces, lobbies, lifts, staircases, common terraces, etc. will remain the property of the Promoter, until the said Property and the said Building is leased/conveyed to the said Common Organization as hereinabove mentioned, which in any case shall be subject to the rights of the Promoter as agreed to and specified herein and of the other Allottee/s of units and premises as herein stated.
54. The Allottee/s hereby agrees, undertakes and covenants with the Promoter that neither he/she/they, nor the said society shall, at any time hereafter, limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Promoter under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoter as mentioned herein, and the Allottee/s and the said society shall be bound and liable to render to the Promoter, all necessary assistance and co-operation, to enable it to exercise and avail of the same.
55. Any delay tolerated or indulgence shown by the parties in enforcing the terms of this Agreement or any forbearance or giving of time to each other shall not be construed as a waiver on their part of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of parties.

56. The Allottee/s shall present this Agreement for registration within the time prescribed by the Registration Act, 1908 and the Promoter shall attend the Office of the Sub-Registrar and admit the execution thereof.
57. The Promoter shall not be responsible and/or liable for the consequences arising out of the change in law or changes in Municipal and other laws, rules, regulations etc.
58. This Agreement shall be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016, or any other modifications or re-enactments thereof that may be in force in the State of Maharashtra from time to time
59. The Allottee/s is aware of the provisions of law wherein G.S.T. has been levied on construction services. The Allottee/s shall be bound and liable to pay such taxes if any. The Allottee/s hereby agrees and undertakes to pay the same if and when becomes payable.
60. The Courts in Mumbai shall alone have exclusive jurisdiction to try any disputes arising between the parties under this agreement for sale.
61. The Allottee/s hereby declares that they have gone through the Agreement and all the documents related to the said Premises purchased by him/her/them and has expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied with the contents has entered into this agreement.
62. The Stamp Duty and Registration charges payable on this Agreement and all the documents to be executed in pursuance to this agreement shall be borne and paid by the Allottee/s alone.
63. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether

written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

64. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.
65. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
66. Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.
67. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
68. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed

between the Promoter and the Allottee, and after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

69. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease/Declaration at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
70. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee

(Allottee's Address)

Notified Email ID: _____

M/S MAGNUM LANDCON LLP.

12, Floor 4, Plot 523, Cutch Castle, SVP Road, Opera House, Girgaon, Mumbai – 400 004 (Promoter Address)

Notified Email ID: legal@dhulevagroup.com

71. It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

72. That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

73. The Permanent Account Numbers of the parties hereto are as under:

	NAME	PERMANENT A/C. NO.
A.	M/S MAGNUM LANDCON LLP:	AAZFM2032K

B. ALLOTTEE/S

(1)

(2)

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO :

("The Said Land")

All that piece and parcel of land or ground of the pension and tax tenure containing by admeasuring 4174 sq. yards equivalent to 3476 Sq. meters or thereabouts situated at Mughabat Street (Tatya Gharpure Path) and Cow Lane (presently known as Bandu Gokhale Path) outside the Fort of Bombay bearing Collector's New No.3046 Cadastral survey no.232 Girgaum Division together with the building standing thereon assessed by the collected or of Municipal Rates and Taxes under 9 (D) Ward no. 676 (1-2) Street Nos. 84 to 94 and 70 to 82,682-83(1) Street no. 74B , 683 (2) Street no. 64C Street no.74A of Mughbhat

Street and 9D Ward no.677 to 81 (1) Street nos. 39 to 55 and 39 to 69, 681 (2) Street no.39A of Cow Lane within registration district and sub district of Mumbai City.

The said Property is bounded as follows:

On or towards East :

On or towards West:

On or towards South :

On or towards North :

THE SECOND SCHEDULE ABOVE REFERRED TO :

(“The Said Flat/ Unit/Apartment/Premises”)

Residential Flat bearing No. _____, having RERA Carpet Area _____ sq. ft. on the ____ Floor in the building / Wing No.____, being constructed in the said project i.e. “232 Dhuleva” on the said Property described in the First Schedule hereinabove.

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

SIGNED, SEALED AND DELIVERED)

By the withinnamed “**PROMOTERS**”)

M/S MAGNUM LANDCON LLP)

represented by)

(1) _____)

(2) _____)

In the presence of)

.....)

SIGNED, SEALED AND DELIVERED)

By the withinnamed: “**ALLOTTEE/S**”)

Mr./Ms./M/s. _____)

in the presence of)

.....

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