

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“*Agreement*”) is made at Mumbai on this ____ day of _____ month in the Christian Year Two Thousand and Twenty-Two.

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

_____, aged ____ years, PAN
NO. _____ having its address at

hereinafter referred to as the “**ALLOTTEE**” (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his heirs, executors, administrators and permitted assigns) of the **OTHER PART**:

The Promoter and the Allottee shall hereinafter collectively be referred to be as the “Parties” and individually as a “Party”.

WHEREAS:

A) 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. 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 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 referred to as the "**said Property**"). The said property is more particularly described in the First schedule mentioned hereunder.

B) 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-1-101/03.

C) By virtue of a registered Development Agreement dated 13th October 2014 entered and executed between M/s. Meridian

Construction Pvt. Ltd. of the first part and Magnum Landcon LLP the Promoter herein of the other part. The said M/s. Meridian Construction Pvt. Ltd. therein assigned development rights and sold, conveyed and transferred its right, title and interest in the said property to the Developer herein for the consideration and on the terms and conditions set out therein.

D) 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 Developer herein authorizing the Developer herein to do various acts, deeds and/or things in respect of the said property.

E) By virtue of a Writing/Confirmation dated 19th December 2018 executed by the said M/s. Meridian Construction Pvt. Ltd. in favour of the Developer, the said M/s. Meridian Construction Pvt. Ltd. agreed, confirmed, declared and ratified all acts done by the Developer in connection with the development of the property or otherwise and agreed, confirmed and declared that the Developer is entitled to deal with the tenants in any manner whatsoever it may deem fit and proper including to transfer tenancies, to collect rent, to issue rent receipts, to take surrender of the tenancies and/or enter into Agreement for Permanent Alternate Accommodation/Writing/Agreement with the tenants/occupants at their risk as to costs and consequences.

F) The buildings standing thereon were constructed prior to the year 1961 and the said existing buildings were old and in dilapidated condition and required structural and other upliftment. The said buildings (now demolished) were occupied by various Tenants/Occupants and they were using their premises for their residential/commercial purpose.

G) The buildings/structures on the said property were 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) ("*the said structures*") occupied by 238 tenants/occupants occupying residential premises as well as commercial premises ("*the said occupants/tenants*").

H) Maharashtra Housing and Area Development Authority (hereinafter referred to as "MHADA") have issued Annexure – II on 16th January 2019 certifying the eligibility of the tenants/occupants of the premises in the said property;

I) The Promoter has executed Permanent Alternate Accommodation Agreements ("*PAAA's*") with the said tenant/occupants respectively. The Promoter has accordingly obtained vacant and peaceful possession of the said premises from the said tenant/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 the tenant/occupants respectively.

J) The Promoter is in possession of the said property and the Promoter is entitled and enjoined upon to construct buildings on the said property in accordance with the recitals hereinabove. The Promoter herein is well and sufficiently entitled to develop the said property by consuming available F.S.I. in respect of the said property as may be permissible under the DC Regulations, in force in respect of the said property and/or to transfer, assign their rights either fully or party, unto the intending party;

- K) L I M LEGIT, Advocates, by his Certificate of Title dated 2nd August, 2021 has certified the title of the Promoter in the said property and authority of the Promoter, to develop the said property and to sell the premises constructed on the said property to prospective allottees. The copy of said Certificate of Title is annexed hereto and marked as **Annexure “_____”**;
- L) The Promoter has made an application for sanction of Plans for the redevelopment of the said Property to the Municipal Corporation of Greater Mumbai (MCGM) and in pursuance whereof, the MCGM has approved the Plans and has issued Intimation of Disapproval (I.O.D.) bearing reference No. CHE/CTY/1004/D/337(NEW)/IOD/1/New dated 1st April 2021 and Revised Intimation of Disapproval (IOD) bearing reference No. CHE/CTY/1004/D/337(NEW)/IOD/1/Amend dated 1st June, 2022. The authenticated copies of the plans and layout as approved by the Local Authority/ MCGM is annexed hereto and marked as **Annexure “_____”**;
- M) By virtue of the aforesaid Development Agreement, Power of Attorney and Confirmation, the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the said property and to enter into Agreement/s with the allottee/s of the premises in the said property and to receive the sale price and consideration in respect thereof;
- N) The Promoter has proposed to construct on the said property, project known as “232 DHULEVA” comprising of 1 building having Basement plus Ground Floor plus 1st to 9th Podium Floors plus 10th floor for amenities plus 11th to 32nd habitable floors (**“said Project”**);
- O) The said Project is being developed under the provisions of Redevelopment of Cess Structure. The Maharashtra Regional and

Town Planning Act, 1966, the relevant provisions of Development Control and Promotion Regulations 2034 for Greater Mumbai (DCPR) and other laws as may be applicable and amended/ enacted from time to time.

P) The Allottee is aware and is informed that the Promoter is developing the said property as per the said sanctioned plans. The authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the building and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure “_____”**;

Q) The Allottee has demanded from the Promoter and the Promoter has given inspection to the Allottee of all the documents of title relating to the said property; the said permissions, the layout, plans and specifications sanctioned by the said Local Authority and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016, (“RERA”);

R) On being satisfied with the said documents, permissions and sanctions, the Allottee has requested the Promoter for allotment of Residential Flat bearing No. _____, having RERA Carpet Area _____ sq. ft. on _____ Floor in the Building / Wing No. _____, being constructed on the said project known as “232 DHULEVA” (“**said Premises**”) which is more particularly described in the Second Schedule hereunder written. The authenticated copies of the plans and specifications of the said Premises, as sanctioned and approved by the local authority have been annexed and marked as **Annexure “_____”**;

S) The carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said

Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

- T) The Promoter has registered the said Project under the provisions of the RERA with the Real Estate Regulatory Authority at 3rd floor, A-wing, SRA Administrative Building, Anant Kanekar Marg, Bandra East, Mumbai-400051 vide Serial No._____. The authenticated copy of the said Registration is annexed hereto as **Annexure “_____”**.
- U) The Promoter has appointed Mr. Gurunath Vishnu Divate of D. G. D. Consultants and entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- V) The Promoter has appointed a structural Engineer Gokani Consultants 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 building/buildings.
- W) The Promoter is executing and registering this written Agreement for Sale of the said premises with the Allottee in compliance of provisions under Section 13 of RERA.
- X) 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 said Premises.

Y) The parties are desirous of formally recording all terms and conditions agreed by and between them by virtue of this Agreement.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER: -

1. The recitals as mentioned hereinabove shall form an integral part of this Agreement. The representations, confirmations, assurances, declarations and undertakings of the parties herein as mentioned in the Recitals shall be deemed to be incorporated herein in verbatim.
2. The Promoter shall construct the building/s and wing/s consisting of Basement plus Ground Floor plus 1st to 9th Podium Floors plus 10th floor for amenities plus 11th to 32nd habitable floors in the said Project in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the said Premises of the Allottee in accordance with Section 14 of RERA except any alteration or addition as may be i) necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer and the same shall be intimated to the Allottee and/or ii) required by any Government authorities or change in law.
3. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, said Premises, which is more particularly described in the Second Schedule hereunder written for consideration of Rs. _____/- (Rupees _____ Only) including Rs. _____ being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities.

4. The Allottee has paid on or before the execution of this Agreement a sum of Rs. _____ /- (Rupees _____ only). The said sum is paid as an advance/application fee. The Allottee hereby agrees to pay the balance consideration of Rs. _____ (Rupees _____ only) as per the payment schedule provided hereunder:-

- i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the New Building in which the said Premises is located.
- iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the New Building in which the said Premises is located.
- iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Premises.
- v. Amount of Rs...../-(.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises.
- vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the New Building in which the said Premises is located..
- vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as maybe prescribed in the Agreement of sale of the New Building in which the said Premises is located.

- viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Premises to the Allottee on or after receipt of occupancy certificate or completion certificate.
5. The Allottee is aware that in accordance with section 194 IA of the Income Tax Act, 1961, TDS has to be deducted @ 1% of the consideration (if it exceeds 50 lakhs) including the amount of taxes, if any, while making payment to / crediting the account of the Promoter under this Agreement. The amounts so deducted by the Allottee are required to be paid to the Income Tax Authorities on or before the 7th of the next English Calendar month. As required under the Income Tax Act, 1961, the amount of TDS deducted shall be paid by the allottee electronically only by using Form No.26QB. The TDS shall be acknowledged/credited by the Promoter, only upon the allottee/s submitting the original TDS Certificate within 15 days from the end of the month in which such payment was made or credit was given and the amount of TDS as mentioned in the certificate matches with the date available with the Income Tax Department concerning the tax deducted at source on behalf of the Promoter in the prescribed Form No.26AS of the Promoter. The Allottee further agrees and undertakes that if the Allottee fails and/or neglects to deduct the tax at source or fails to pay the same after deduction to the Income Tax Authorities, the Allottee/s alone shall be deemed to be an assessee-in-default in respect of such tax and the Promoter shall not be liable for any statutory obligations/liability for non-payment of such TDS.
6. It is specifically agreed that the Promoter has agreed to accept the aforesaid total consideration on the specific assurance of the Allottee that the Allottee shall: -
- i. Observe all the covenants, obligations and restrictions stated in these presents, in letter and spirit, and

- ii. Any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a major breach of the terms of this Agreement by the Allottee. The same would entitle the Promoter to terminate these presents as per the provisions of RERA.
7. The Total Consideration mentioned hereinabove excludes Taxes up to the date of handing over the possession of the said Premises. The Allottee shall be liable to pay all taxes of whatsoever nature in connection with the said Premises. The Allottee agrees and undertakes and is liable to pay any sums or amounts including goods and service taxes, cess, levies, fees, deposits, CAM charges, taxes or premiums of any nature whatsoever as are or may be applicable and/or payable hereunder or in respect of the flat or otherwise, now or in future. The Allottee shall also pay and hereby undertakes to pay any amounts by way of increase in tax of any nature whatsoever.
8. The Allottee hereby further agree and confirm with the Promoter that if there is any additional liability over and above the amount/s deposited and to be deposited by the Allottee with Promoter towards payment of GST payable in respect of the transaction of sale of the said premises in pursuance of this agreement and interest and penalty (if any) accrued thereon (if any), then all such liabilities will be borne, paid and discharged by the Allottee upon being called upon to do so by the Promoter without any delay or default. The Allottee further agree and confirm that the aforesaid obligation to pay any further or other amounts towards the GST, interest and penalty by the Allottee will be charge on the right, title, interest, claim and demand by the Allottee in respect of the said premises agreed to be purchased by the Allottee. The Allottee agree to indemnify and keep harmless the Promoter and their estates and effects against all claims, demands and dispute in respect of any liability of GST, interest of penalty payable to the GST and all

other costs, charges, expenses and losses suffered or incurred by the Promoter and to reimburse to the Promoter all such GST, interest, penalty and all costs, charges, expenses and losses forthwith on demand without any delay default or demure.

9. All taxes (whether applicable/payable now or becoming applicable/payable in future) including GST, Income Tax and/or any other levy, cess, rates or tax or payment that may be hereafter charged, levied or sought to be charged, levied or recovered in respect of the Premises shall be solely borne and paid by the Allottee alone and the Allottee agrees to pay the same when due or demanded, without any demur, objection or set off and the Promoter shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof. Until and unless the Allottee pays the said amount he/she shall not be entitled to take possession of the said premises from the Promoter.
10. The Total Consideration amount is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/ Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development 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. The Allottee shall pay the said amounts without any demur or objection.
11. 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 undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

12. 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 obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Premises before handing over possession of the said Premises to the Allottee.
13. Time is of the essence for the Promoter as well as the Allottee:
 - i. The Promoter shall abide by the time schedule for completing the project and handing over the said premises to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. The obligation of the Promoter to abide by the time schedule shall be subject to Force Majeure as more particularly mentioned in clause 20 hereunder.
 - ii. The Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter in accordance with the payment schedule as provided in clause 4 herein above ("Payment Plan").
14. The Promoter hereby declares that the Floor Space Index available as on date in respect of the said Project is _____ square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulations or based on

expectation of increased FSI which may be available in future on modification to Development Control Regulations for Greater Mumbai, which are applicable to the said Project.

15. The Promoter has disclosed the Floor Space Index of ____ as proposed to be utilized by him for the building in which the said Premises is situated and Allottee has agreed to purchase the said Premises based on the proposed construction and sale of said Premises 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.
16. The Allottee agrees to pay to the Promoter, interest as specified under the provisions of RERA on all the delayed payments which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable to the date of actual payment.
17. Without prejudice to the right of Promoter to charge interest in terms of the provisions of RERA, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under these presents (including his/her proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoter shall at his own option, be at liberty to terminate these presents. Provided that, the Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, these presents shall stand

terminated and the Promoter shall not be required to give any fresh notice. Provided that upon termination of this Agreement as aforesaid, the Promoter shall be entitled to forfeit 50% of the installments of sale consideration of the said Premises which may till then have been paid by the Allottee to the Promoter and the Promoter shall refund the remaining balance to the Allottee (subject to any other amount which may be payable by the Allottee to Promoter) within a period of thirty days of the termination. Provided further that the Promoter shall upon termination of this Agreement as aforesaid, be entitled to deal, in any manner, with the said premises including the allotment and sale of the said Premises to any third party on the terms and conditions as the Promoter may deem fit, without any further reference to the Allottee.

18. The Promoter has represented to the Allottee and it is agreed by the Allottee that the said Premises shall be handed over to the Allottee by the Promoter as a bare shell flat/unit on the date of possession.
19. The fixtures and fittings and the amenities to be provided by the Promoter in the building in which the said Premises is situated shall be as per the **Annexure “_____”**, annexed hereto.
20. The Promoter shall give possession of the Premises to the Allottee on or before _____. subject to reasonable extension of time for giving delivery of Premises on the aforesaid date, if the completion of building in which the Premises is to be situated is delayed on account of –
 - i. war, civil commotion or act of God;
 - ii. any notice, order, rule, notification of the Government and/or other public or competent authority/court.
21. The Promoter, upon obtaining the occupancy certificate from the competent authority and subject to payment made by the Allottee as per the terms and conditions mentioned herein,

within 7 days there from shall offer in writing the possession of the said Premises to the Allottee in terms of these presents to be taken within 15 (fifteen days) from the date of issue of such notice and the Promoter shall give possession of the said Premises to the Allottee.

22. The Allottee agrees and confirms that the Allottee will not be entitled to make any request to the Promoter for modifications in the internal layouts of the said premises and also in the exterior facade of the Project.
23. The electricity, communication and utility lines, cables and meters, etc., in respect of the building in which the said Premises is situate may be laid down and installed in the manner as the Promoter deems fit. Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to nominate any one or more persons including itself or any of its subsidiaries such as the Facility Management Agency to manage the operation and maintenance of the Project, common amenities, common areas, facilities and infrastructure on the said Property after the completion of the development of the said Project. The Promoter shall have the authority and discretion to negotiate with such Facility Management Agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred / to be incurred in appointing and operating the Facility Management Agency shall be borne and paid by the tenants/occupants of the building in which the said Premises is situate, all the allottees and/or occupants of the building in which the said Premises is situated on a pro rata basis. Such charges may vary and the Allottee agrees that it shall not raise any dispute regarding the appointment of any Facility Management Agency by the Promoter for the said Project or towards the maintenance charges determined by such agency. The Allottee agrees to abide by any and all terms, conditions, rules and/or regulations that may be

imposed by the Promoter and/or the Facility Management Agency including for the smooth working and proper use of the amenities and facilities, including without limitation, payment of the Allottee's share of the service charges that may become payable, from time to time. The Allottee is aware that the Promoter is not in the business of providing services proposed to be provided by the Facility Management Agency. The Parties hereto agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance or non-performance or otherwise of the services provided by the Facility Management Agency.

24. The Allottee agrees and undertakes to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be without any demur and/or objection.
25. Upon receiving a written intimation from the Promoter as per clause 21, the Allottee shall take possession of the Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Premises to the Allottee. In case the Allottee fails to take possession within the time provided in clause 21 such Allottee shall continue to be liable to pay maintenance charges as applicable.
26. If within a period of five years from the date of handing over the said Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Premises or the building in which the said Premises are 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 his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter,

compensation for such defect in the manner as provided under the Act.

27. The Allottee shall use the said Premises or any part thereof or permit the same to be used only for purpose of residence/office/show-room/shop/godown. The Allottee shall use the garage or parking space only for purpose of keeping or parking vehicle.
28. The Allottee along with other allottee(s) of Apartments in the building shall join informing and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objections shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case maybe, or any other Competent Authority.
29. The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Promoter in the said structure of the Building or wing in which the said Premises is situated. There shall be two different societies formed. One for the tenants and the other for new flat allottees. The said societies would be formed for the purpose of

managing the affairs of the rehab wing and the sale wing respectively. The said two societies shall form a federation of the Society which would consist of equal number of members of the rehab wing and the sale wing, a common lease and/or conveyance and/or grant and/or assignment of the said Property would be given to the Federation of the Society which is formed of the prospective allottees of the sale wing and the Tenant/Occupant of the rehab wing. The Promoter has represented to the Allottee that the rehab wing and the sale wing shall be demarcated. The Promoter shall make available for the sale wing a separate office which shall be used by the proposed Society / Condominium / Company of the occupants of the sale wing.

30. The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
31. All expenses including the stamp duty and registration charges on the Deed of Conveyance / Assignment wherein the said Property would be ultimately transferred to Society/ Association/Limited Company shall be paid by the Allottee of the said premises residential/commercial.
32. The Allottee agrees and confirms that the common areas in the layout shall be used by the flat allottees of all the buildings. At no point of time shall the Allottee raise any objection in connection therewith.
33. The Allottee agrees to pay to the Promoter in addition to the consideration provided hereinabove, before Promoter offering

possession of the said Premises to the Allottee, the following amounts:-

- a) The Allottee shall on or before claiming the delivery of the possession of the said Premises, pay sum of Rs. _____/- (Rupees _____ only) or such amount as may be decided by the Promoter in its sole discretion as and when the same is demanded by the Promoter towards society formation expenses, and membership fees of the society to be formed by the Allottee of flats in building to be constructed on the said Property under the provisions of Maharashtra Co-operative Societies Act, 1960 (hereinafter referred to as **“the Society”**).
- b) Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely 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 project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. _____/- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in

favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

- c) The amount so paid by the Allottee to the Promoter under sub-clause (b) hereinabove, it shall not carry any interest and remain with the Promoter till an assignment is executed in favour of both the Societies. On such assignment being executed in favour of both the Societies after deducting there from all the expenses including those mentioned in sub-clause (b) above, the surplus-if any, shall be handed over, without interest, by the Promoter to the Society and any deficit amount shall be recovered from the Allottee and the Society. It is specifically agreed and understood by the Allottee that if the Allottee or any of the Allottees in the building in which said Premises is to be located, commits default in contributing their respective share towards aforesaid expenses, then and in that case, the Promoter shall be relieved of their obligations of providing such services and shall not be liable or responsible for hardship or inconvenience, if any caused to the Allottee or any of the Allottees in the building in which said Premises is situate.
- d) The Allottee shall further pay an amount of Rs. _____/- (Rupees _____ only) of the said Premises in aggregate as and when the same is demanded by the Promoter but essentially before demanding possession of the said premises as his/her contribution towards expenses to be incurred by the Promoter to meet various expenses towards Electricity, Meter Deposit, Water Deposit and Supply lines, out of pocket expenses of whatsoever nature.

- e) The Allottee shall further pay Municipal and revenue taxes and other statutory outgoing of his/her/their share due and payable from the date of issuance of Occupation certificate of concerned building or as and when demand is made by the concerned Authorities, whichever is earlier. The Promoter shall not be liable for any consequences for non-payment of municipal and other charges as above taxes for the reasons or on the grounds whatsoever.
- f) The Allottee further shall pay to the Promoter interest as per the provisions of RERA. On all the amounts which may remain overdue and payable by the Allottee to the Promoter under the terms of this Agreement.
- g) The Allottee hereby agrees that in addition to the amounts provided under the aforesaid clause, in the event of any further amount is payable by way of premium or security deposit to the Municipal Council or to the State or Central Government or to any other authority or any betterment charges including installation of water lines, water mains, sewerage mains, electric cables, electric sub-station, making and maintaining of Internal Roads and access to the said Property layout, drainage and all other facilities as the case may be or development tax or any kind of deposit is demanded for the purpose of giving water connection, drainage connection and electricity connection or any other tax or payment of similar nature becoming payable by the Promoter, the same shall be paid by the Allottee to the Promoter on pro-rata basis and in determining such amount, the discretion of the Promoter shall be conclusive and binding upon the Allottee.

34. In addition to the agreed purchase price and other amounts specified in this agreement, the allottees shall be liable to pay any Other Taxes, Rates, Cesses, Charges etc., as and when may it becomes payable on account of any Statutory Provisions, Orders,

Notification etc. of the State or Central Government, Local Body, Local Authority etc.

35. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- i. The Promoter has acquired as mentioned hereinabove development rights which are clear and marketable to develop the said Property described in the First Schedule hereunder written;
- 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. As on date, there are no encumbrances upon the said Property or the Project, except those disclosed in the title report;
- iv. As on date, there are no litigations pending before any Court of law with respect to the said Property or Project, except those disclosed in the title report;
- v. 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 said Property, said Project, Building/wing and common areas;

- vi. 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;
- vii. 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 Premises which will, in any manner, prejudicially affect the rights of Allottee under these presents;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in these presents;
- ix. At the time of execution of the conveyance deed of the structure to the Society to be formed the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Society to be formed of the flat allottees;
- x. 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;
- xi. 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 said Project except those disclosed in the title report.

36. The Allottee with intention to bring all persons into whose hands the said Premises may come, hereby covenants with the Promoter as follows:-

- i. To maintain the said Premises at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the building in which the said Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities, if required.
- ii. 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 building in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Premises is situated, including entrances of the building in which the Premises is situated and in case any damage is caused to the building in which the Premises is situated or the Premises on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his 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 and shall not do or suffer to be done anything in or to the building in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. 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 of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- vi. 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 project land and the building in which the said Premises is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the said Premises is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Premises by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee has inspected and accepted the plans of the said Project and the said Premises with the specific knowledge that the specifications, plans, designs, measurements, dimensions, location of the said Premises and all other terms and conditions mentioned in this Agreement are subject to changes as may be necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer or any such changes are required to be made by the Promoter in compliance of any direction or order, etc. issued by, the competent authority or statutory authority, under any Applicable Laws.
- x. The Allottee has inspected the title of the Promoter and is fully satisfied with the title of the Promoter, subject to the rights of the tenants, in respect of the said Property and the Allottee shall raise no dispute in future with regards to the title

of the Promoter. The Allottee has obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Project and such title being clear and marketable (ii) the approvals and permissions obtained till date and (iii) the Promoter's entitlement to develop the said Property and to construct the Project thereon as mentioned in this Agreement and sell the premises therein. The Allottee hereby undertakes not to hereafter raise any objection and/or make any requisitions with respect to the title of the Promoter to the said Property.

xi.

xii. The Allottee shall not let, sub-let, sell, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Premises until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

xiii.

xiv. The Allottee shall not 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 of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause

damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society or the Limited Company.

- xv. The Allottee shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of 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 Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Premises in the 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.
- xvi. Till a conveyance of the structure of the building in which said Premises is situated is executed in favour of Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xvii. Till a conveyance of the project land on which the building in which said Premises is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

- xviii. The Allottee shall jointly and severally indemnify and keep indemnified and harmless, the Promoter, its agents, representatives, estates and effects from and against all actions, claims, losses, damages, suits, proceedings, costs, charges and expenses which the Promoter may suffer or incur or be subjected to for non-payment, non-observance, non-performance or non-compliance of the said covenants and conditions to be observed and/or performed by the Allottee as mentioned in this Agreement.
- xix. The Allottee declare and affirm that in case of joint Allottees, failure to pay by either of them shall be deemed as failure to pay by both and all the Allottees shall be treated as one single person for the purpose of this Agreement and both shall be liable for the consequences jointly as well as severally.
37. The Promoter shall maintain a separate account in respect of sums received from the Allottee as mentioned in clause 31 as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
38. The Promoter is proposing to provide several car parking spaces to be used by the allottees of the flats of the building as and by way of amenity only. The same is subject to the approval of the ultimate organization to be formed of the prospective flat allottees i.e. the Condominium or the Society or any other entity approved by the Government of Maharashtra. At the request of the Allottee, the Promoter hereby agrees to provide as and by way of amenity only (1) car parking space. The exact location of the car parking spaces provided as and by way of amenity to the Allottee shall be finalized by the Promoter at the time of handing over the possession of the

Flat, (hereinafter referred to as the “said Car Parking Spaces”). The Allottee is aware that the Promoter has in the like manner provided as and by way of amenity and shall provide other car parking spaces in the compound/ stilt/ basements/ podiums to other allottees in the building and thus undertakes not to raise any objection in that regard and the right of the Allottee to raise any such objection shall be deemed to have been waived. The Allottee hereby accords his irrevocable and unconditional consent to the Promoter providing the other car parking spaces to the allottees of the respective flats in the building as and by way of amenities. The Allottee hereby confirms warrants and undertakes to use the car parking spaces as and by way of amenity so provided to him for the purpose of the parking of car only, and not otherwise. The Allottee hereby further warrants and confirms that the Allottee shall, upon formation of the ultimate organization and/or execution of the lease by the Competent authority, as contemplated herein, cause such ultimate organization / federation to confirm and ratify and shall not and / or cause the ultimate organization to alter or change the allocation of car parking spaces in the manner provided by the Promoter to the various allottees (including the Allottee herein) of the flats in the building. The Allottee is aware and agrees that car parking space as provided herein by the Promoter is subject to bye laws, rules, regulations of the Society and/or Condominium and/or company and/or organization to be formed ultimately of the flat allottees.

39. 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 building where the said Premises is situate or any part thereof. The Allottee shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, recreation spaces, will remain the said Property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the said Project

land is transferred to the Society as mentioned hereinbefore.

40. On and from the execution of this Agreement, the Promoter shall not mortgage or create a charge on the said Premises 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 Premises. The Promoter however shall be entitled to create charge on the said Property as mentioned in the First Schedule hereunder written.
41. This Agreement shall be binding upon the Promoter only if 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 these presents within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall 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.
42. These presents, 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 Premises.

43. This Agreement may only be amended through written consent of the Parties.
44. 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 said Project shall equally be applicable to and enforceable against any subsequent Allottee of the said Premises, in case of a transfer, as the said obligations go along with the said Premises for all intents and purposes.
45. 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 these presents 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 these presents shall remain valid and enforceable as applicable at the time of execution of these presents. It is however clarified that if any consent and/or concession is given or granted by the Allottee to the extent which is permissible under RERA or the Rules or the Regulations made under RERA then such consent and/or concession shall be valid, legal and binding on the Promoter and the Allottee.
46. Wherever in these presents it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in said Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the premises in the said Project.
47. Both Parties agree that they shall execute, acknowledge and deliver to the such other 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 these presents 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.

48. 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, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution of the said Agreement shall be registered at the office of the Sub-Registrar.

49. The Allottee and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the parties will attend such office and admit execution thereof.

50. 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 : _____

Email ID : _____

Name of Promoter : **M/S MAGNUM LANDCON LLP**

(Promoter's Address) : _____

Email ID : _____

It shall be the duty of the Allottee and the Promoter to duly inform the 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 maybe.

51. 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.
52. The charges towards stamp duty and Registration of these presents and all out of pocket costs, charges and expenses on all documents for sale and/or transfer of the said Premises shall be borne by the Allottee.
53. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
54. That the rights and obligations of the Parties under or arising out of these presents shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in Mumbai will have the jurisdiction for these presents.

The Agreement shall be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made there under as amended from time to time.

FIRST SCHEDULE REFERRED TO HEREINABOVE

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:

SECOND SCHEDULE REFERRED TO HEREINABOVE

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 Schedule I hereinabove.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hand at seals the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED BY)

The withinnamed "**THE PROMOTER**")

M/S MAGNUM LANDCON LLP)

Through its Designated Partner

Shri Avi Mohanlal Jain

In the presence of:

1.

2.

SIGNED AND DELIVERED BY)

the withinnamed “**ALLOTTEE**”)

In the presence of:

1.

2.

RECIEPT

RECEIVED of and from the withinnamed Allottee, a sum of Rs. _____/- (Rupees _____ Only) vide A/c Payee cheque/s being the amount payable by the Allottee to the Promoter towards consideration as per Clause 4 of these presents.

A. Towards Consideration.

Date	Cheque No.	Name of Bank	Amount Rs.

B. Towards CGST.

Cheque No.	Date	Name of Bank	Amount Rs.

C. Towards SGST.

Cheque No.	Date	Name of Bank	Amount Rs.

WE SAY RECEIVED

For **M/S MAGNUM LANDCON LLP.**

Witnesses :-

- 1.
- 2.

Housiey.com