in this regard on behalf of the LLP including to sign and file all necessary statutory forms and records as per the LLP Act and Rules. The LLP may also have a place of business at a place other than its Registered Office in accordance with the provisions of this Agreement.

7. COMMON SEAL

The LLP shall have a common seal to be affixed on documents and Ceear shall be entitled to sign / execute all correspondences, letters, contracts, agreements, authorizations, etc. on behalf of the LLP, either itself or through its Designated Partner, subject to and in accordance in this Agreement.

8. EQUITY, PROFIT AND LOSS SHARING RATIO

The equity, profit and loss sharing ratio of all the Partners in the LLP shall be as set out in **Part II** of **Annexure 'D'**.

9. ADMISSION OF NEW PARTNER

Subject to rights of assignment as provided herein, no person / entity may be introduced as a new partner unless both Partners are agreeable to the same and the Partners provide a prior written consent toward this end.

10. ACCOUNTS AND AUDIT

The Accounts and Audit of the LLP shall be dealt with in the manner set out in **Annexure 'E'**.

11. DESIGNATED PARTNERS AND GENERAL RIGHTS & DUTIES OF PARTNERS

11.1 The LLP shall have 2 (two) Designated Partners, 1 (one) to be nominated by Ceear and 1 (one) to be nominated by the Existing Partners collectively. Mr. Cherag Ramakrishnan from Ceear and Mr. Amit Avinash Parab on behalf of the Existing Partners shall be the Designated Partners in the LLP on and from the execution of this Agreement, who shall be responsible for the governance and management of the LLP in accordance with this Agreement and LLP Act. Each Partner may change the Designated Partner appointed by the said Partner at any time with a prior written intimation to the other Partner.

11.2 Ceear will decide, if the Designated Partners shall be entitled to receive remuneration or not.

11.3 Each of the Partners hereto shall be entitled to carry on their own, separate and independent business as they might be doing or they may hereafter do as they deem fit and proper and other Partners shall have no objection thereto provided that such Partner shall not use the name of the LLP to carry out such business.

11.4 The Existing Partners and Ceear shall at all times be represented by the Designated Partner nominated by the Existing Partners and Ceear respectively. All the rights and obligations of the Partners shall only be exercised by such Designated Partner or representatives authorized / nominated by the Designated Partner in writing.

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11.5 Ceear and the Existing Partners shall be just and faithful to the LLP and to other Partner in all transactions relating to the LLP in exercise of its rights under this Agreement.

11.6 Save and except as mentioned herein, no Partner shall, without the consent of the other Partner:

(a) assign, mortgage, pledge, charge or hypothecate its Partner's interest; and
(b) enter into any bond or become surety to or for any person or knowingly do or cause to be done anything whereby the LLP's money, goods or other property may be affected.

11.7 Each Partner shall punctually pay and discharge its debts and other liabilities and indemnify the other Partners and the LLP against the same and all proceedings, costs, claims and demands in respect thereof.

12. REIMBURSEMENT OF EXPENSES

12.1 On or before the execution hereof, Ceear has paid a sum of Rs. 24,00,000/- (Rupees Twenty-four Lakh Only) vide Cheque / Demand Draft bearing No. _____ dated _____ issued by _____ Bank, _____ Branch in favour of the _____ (the payment and receipt whereof the Existing Partners do hereby admit and acknowledge) towards reimbursement of expenses incurred by the Existing Partners in relation to the LLP prior to the execution of this Agreement.

13. CONDITION PRECENDENT TO LAUNCH

13.1 The Existing Partners shall complete all the conditions as mentioned herein below at its cost and efforts, to the satisfaction of the Ceear within _____ days from the date of the execution of this Agreement:

(i) Apply for and obtain the Approvals as per the timelines mentioned in Annexure 'B';

(ii) Causing execution and registration of the Development Agreement and POA with the said Society;

(iii) Vacate the said Tenants from the Old Building and hand over vacant and peaceful possession of the said Society Property to Ceear for the purpose of demolishing the Old Building and undertaking redevelopment of the said Property;

(iv) Causing execution and registration of the Permanent Alternate Accommodation Agreements with the said Tenants.

14. PROJECT FSI AND SALEABLE CARPET AREA

14.1 The Existing Partners have represented that the LLP is fully entitled to FSI of 11241 square meters which together with fungible FSI can be utilised to construct and

develop New Building/s on the said Property, in accordance with the Approvals and the Applicable Laws. A copy of the FSI statement / area statement is annexed hereto and marked as **Annexure 'C'**.

14.2 In consideration of the efforts and performance of the Existing Partners as per the terms herein, the Existing Partners shall be entitled to 10% of the Saleable Carpet Area i.e. 1006.3 sq. mtrs. equivalent to 10832.7 sq. ft. (hereinafter referred to as "**Existing Partners Entitlement**") after receipt of the Occupancy Certificate of the New Building/s. It is clarified and agreed that for the Existing Partners **Entitlement**, Existing Partners shall be entitled to proportionate car parks as well as common areas and facilities applicable to the Purchasers. Accordingly, Ceear shall be unconditionally entitled to the balance 90% of the Saleable Carpet Area and Ceear shall be free to deal with the same in the manner it deems fit and appropriate without any hinderance / objection / claim / demand whatsoever from the Existing Partners.

14.3 The Partners shall identify and demarcate the Existing Partners **Entitlement** and the new apartment/s of the said Tenants in the New Building/s in an equitable manner or as maybe mutually agreed by the Partners in writing, before the Launch of the Project.

14.4 It is clarified and agreed that the Existing Partners cannot sell / transfer or offer to sell / transfer their right and interest in the Existing Partners **Entitlement** until receipt of the Occupancy Certificate of the New Building/s.

14.5 Within a period of 180 (one hundred eighty) days from the receipt of the Occupancy Certificate of the New Building/s, the LLP / Ceear shall transfer the Existing Partners **Entitlement** to the Existing Partners by executing and registering necessary documents, agreements, etc. in their favour. Thereafter, the Existing Partners shall have no rights, interest or equity in the LLP and they shall stand retired and discharged from the LLP and as a result, 100% equity share in the LLP shall vest with Ceear.

14.6 It is clarified and agreed that in the event Ceear sells / transfers, at the instance of the Existing Partners, any part of the Existing Partners **Entitlement** to Purchaser/s, then brokerage charges shall be paid by the Existing Partners at actuals, if any. It is further clarified and agreed that the taxes, other charges, etc. as may be applicable on such sales shall be borne by the Purchasers and will be payable directly to LLP.

14.7 It is clarified and agreed that after receipt of the Occupancy Certificate of the New Building/s, the Existing Partners shall have to bear and pay the stamp duty, registration fee, incidental charges and costs, etc. for transfer of the Existing Partners Area in their favour. It is further clarified and agreed that the taxes, other charges, etc. as may be applicable thereon shall also be borne by the Existing Partners and will be payable directly to LLP.

14.8 In the event the Existing Partners are desirous of acquiring additional area over and above the Existing Partners **Entitlement**, then such excess / additional area will be purchased by the Existing Partners out of the balance Saleable Carpet Area at their own costs and expenses and at the then prevailing selling rate of Ceear.

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15. RIGHT OF FIRST REFUSAL

15.1 In the event the Existing Partners propose to sell its equity share in the LLP prior to the receipt of the Occupancy Certificate of the New Building/s, then Ceear shall have a right of first refusal with respect to such sale. The Existing Partners shall notify Ceear in writing about their desire to sell their equity share specifying the percentage of equity share that is proposed to be transferred along with the expected sale price and other ancillary terms and conditions. It is however agreed between the Partners that Existing Partners shall in no event be permitted to sell more than 14% of their aggregate equity share in the LLP and they shall always continue to hold the balance 8% equity share in the LLP up till receipt of the Occupancy Certificate of the New Building/s.

15.2 Upon receipt of the offer notice from the Existing Partners, Ceear shall have the right to exercise its right of first refusal within a period of 30 (thirty) days therefrom and shall have to communicate its acceptance to the Existing Partners in writing on the sale price, timelines and other terms and conditions agreeable to Ceear and the same shall be binding and irrevocable on Ceear as well as the Existing Partners.

15.3 It is hereby agreed and confirmed that upon purchasing and acquiring the equity share of the Existing Partners by Ceear as per the agreed terms and conditions for sale, the Existing Partners **Entitlement** shall stand proportionately reduced to the extent of the equity share of the Existing Partners sold and transferred to Ceear.

15.4 In an event, the Existing Partners and Ceear are unable to initiate the transaction as contemplated hereinabove for any reason whatsoever within a period of 180 (one hundred eighty) days from the date of Ceear's acceptance to purchase the equity share of the Existing Partners as per Clause 14.2 above, then the restriction provided in this Clause 14.1 shall once again become effective and no transfer of equity share of the Existing Partners in the LLP may be made without once again making an offer to Ceear as per the terms herein.

16. LOAN TO THE EXISITING PARTNERS

16.1 Subject to the compliance of the obligations by the Existing Partners in terms of this Agreement, it is agreed that for the purposes of granting loan to the Existing Partners, Ceear shall provide a total sum of Rs. 2,76,00,000/- (Rupees Two Crore Seventy-Six Lakh Only). The loan shall be funded by Ceear to LLP and thereafter the loan shall be released by the LLP to the Existing Partners in the following tranches::

a. Rs. 70,00,000/- (Rupees Seventy Lakh Only) paid on or before the execution hereof vide Cheque / Demand Draft bearing No. _____ dated _____ issued by _____ Bank, _____ Branch in favour of _____ (the payment and receipt whereof the Existing Partners do hereby admit and acknowledge);

b. Rs. 1,00,00,000/- (Rupees One Crore Only) to be paid immediately upon completion of the Conditions Precedent mentioned in Annexure 'B' and Clause 12.1 (ii);

c. Rs. 1,00,00,000/- (Rupees One Crore Only) to be paid immediately upon completion of the remaining Conditions Precedent mentioned in Annexure 'B' and Clause 12.1 (iii) and (iv).

17. PROJECT IMPLEMENTATION AND RIGHTS AND OBLIGATIONS OF THE PARTNERS

17.1 Project Implementation

17.1.1 It is agreed between the Partners that the, pursuant to the Development Agreement, Ceear shall, on behalf of the LLP (i) develop the said Property; (ii) sell / transfer / lease the units / flats / apartments to the Purchasers; (iii) endeavor to achieve Completion in the timelines as more particularly stated in this Agreement.

17.1.2 The Project shall be implemented / developed by Ceear including but not limited to the quality, cost, design, layout, price, aesthetics, Marketing, etc. in accordance with the terms of this Agreement and Applicable Laws. The Parties shall comply with their respective responsibilities, obligations, covenants and warranties as specified in this Agreement. The Parties have entered into this Agreement relying upon each other's representations, warranties and assurances as set forth in this Agreement.

17.1.3 The Existing Partners agree and confirm that Ceear shall have the right to enter upon the said Property directly or through its agents, architects, consultants, representatives, contractors, and/or partners, to do all such acts and deeds required and/or necessary for exercising the Development Rights and for the implementation and development of the Project and other rights as provided herein in accordance with this Agreement and Applicable Laws.

17.1.4 The Partners agree and confirm that Ceear shall be entitled to develop the said Property by utilizing the Project FSI and that Ceear shall bear and pay the entire construction cost of the Project FSI.

17.2 Rights and Obligations of Ceear

17.2.1 Ceear shall, subject to (i) Force Majeure, (ii) the Existing Partners complying with all their obligations under this Agreement including providing requisite assistance and co-operation to Ceear / LLP to exercise the powers mentioned below; and (iii) reasons beyond the control of Ceear, undertake the development of the Project in accordance with the terms of this Agreement.

17.2.2 Further to the above, for the purposes of undertaking the development of the Project the Parties hereby agree that Ceear as a partner of LLP on behalf of LLP will have the exclusive rights, power and authority to carry out such acts, deeds and things as may be required including but not limited to the following:

(i) to plan, conceptualize and design the Project and undertake and carry out the detailing, master planning, preparing layouts and building plans for the New Building/s to be constructed in the Project.

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Existing Partner 1 | Existing Partner 2 | Existing Partner 3 | Existing Partner 4 | LLP | Ceear

(ii) The landscaping, architecture, construction, design, implementation, etc. of the Project along with the master layout for the said Property shall be carried out and finalized by Ceear. Ceear shall be entitled to appoint, employ or engage or terminate the architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) and/or other consultants / persons to carry out the development work of the Project and to pay the wages, remuneration and salary of such persons.

(iii) to take all operational decisions in relation to all aspects of the development of the Project including but not limited to contracting, design, costing, accounts, etc.

(iv) to demarcate the common areas and facilities, and the limited common areas and facilities in the Project.

(v) to optimally utilize the entire FSI / FAR / Total TDR, if applicable, on the said Property, including any additional FSI / TDR that may become available on the said Property (and if Ceear decides to utilize the additional FSI / TDR at its own discretion) and which may be sanctioned and permitted by the Governmental Authority on the said Property in the manner and form, as Ceear may deem fit. All the costs to purchasing such additional FSI / FAR shall be borne by the Project and will be a part of Development Costs. Further, the understanding between the Parties relating to the construction, sale, Marketing, collections, management, disbursements and all other aspects in respect of the FSI / FAR / total TDR and the Saleable Carpet Area as provided in this Agreement shall be deemed to extend to the such additional FSI / FAR / total TDR.

(vi) to amalgamate and develop any additional parcels of land adjacent and contiguous to the said Property that may be offered by MHADA in the future.

(vii) in case of default of the Existing Partners, Ceear shall have a right but not an obligation, to maintain all Approvals as set out in this Agreement, required for the development of the Project till the Closure of the Project.

(viii) to take appropriate actions, steps and seek compliances and exemptions under the provisions of the Applicable Laws in relation to development of the Project.

(ix) to make payment and/or receive the refund of all deposits or Pass Through Charges to and from all public or Governmental Authority or public or private utilities relating to the development of the said Property, in the manner Ceear may deem fit. If any refundable deposit, which Ceear shall have paid to any Governmental Authority in relation to the development of the said Property whether in the name of LLP or in the name of Ceear, is refunded then, Ceear alone shall be entitled to get the refund of such deposit directly and in order to enable Ceear to obtain the same, Existing Partners shall sign all letters, writings

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applications, etc. as may be required by Ceear. In the event, any of such deposit is refunded directly to LLP and/or Existing Partners then they shall reimburse the same to Ceear within 15 (fifteen) days from receipt thereof.

(x) to make application and correspond with the concerned Governmental Authority or semi-Governmental Authority in respect of all Approvals / NOCs required for any infrastructure work, including levelling, water storage facilities, water mains, sewages, storm water drains, boundary walls, electrical sub-stations and all other common areas and facilities for the New Building/s to be constructed on the said Property and for obtaining water and electricity connections and Approvals for cement, steel and other building materials, if any, as may be deemed fit and proper by Ceear.

(xi) to surrender any portion of the said Property (as may be required under the Applicable Laws) to the Governmental Authority or any such area falling under the set-back area or under various reservations to the Governmental Authority in the prescribed manner and to take all necessary steps in that regard for the benefit of the Project and to make necessary correspondences.

(xii) to Launch the Project after sanction of the building plans and issue advertisements in such mode as may be deemed fit by Ceear as per Applicable Laws.

(xiii) to deal with, appear before and file applications, declarations, certificates and submit / receive information with, as may be required by and under the Applicable Laws, any Governmental Authority in relation to the Project development and necessary for the full, free, uninterrupted and exclusive construction of New Building/s on the said Property.

(xiv) to create mortgage, charge, hypothecation, etc. on the Project, Development Rights or any part thereof, Revenue arising out of the Project, Project FSI, current assets of the Project to raise finance for the Project.

(xv) to set up, install and make provision for the various facilities / services at the Project as may be required under the Applicable Laws and/or rules made there under and to handover the maintenance thereof to the organization(s) / association / federation / apex body or the maintenance agency of the Project, as the case may be.

(xvi) to decide on and undertake the branding, project mix and other incidental matters in respect of the Project.

(xvii) to sell all the units / apartments / premises in the Project along with all amenities, facilities and infrastructure attached to it to any Purchasers of it's choice and receive, recover, appropriate and distribute all amounts received from such Purchasers subject to the terms and conditions set out in this Agreement. It is agreed and understood that

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the Existing Partners shall not market and/or sell any part of the Saleable Carpet Area in the Project and the same shall be undertaken exclusively by Ceear.

(xviii) to exclusively decide the pricing of the entire Saleable Carpet Area of the Project and to decide on all aspects connected with it including the payment plans, schedules and timelines. In case of any subvention scheme is to be announced Ceear shall intimate the Existing Partners in respect thereof.

(xix) right to initiate / defend the actions on behalf of the LLP for protecting the rights of the LLP.

(xx) to solely and exclusively negotiate and finalize the terms of all such sales, with the Purchasers.

(xxi) to register the Project under the provisions of RERA and rules made thereunder and any subsequent amendments thereof and/or any other Applicable Laws and update the same from time to time.

(xxii) to prepare, finalise Marketing brochure / prospectus, all documents and agreements which would be signed by / with the Purchasers of the Saleable Carpet Area , including but not limited to application forms, provisional / final allotment letters, apartment / unit buyer agreements / agreements for sale, sale / conveyance deeds / lease deed, maintenance agreements and others documents / writings as Ceear may consider appropriate and sign and execute, on behalf of the LLP and to get the same registered with the office of the relevant Sub-Registrar of Assurances.

(xxiii) to form the association / apex body / federation / society / common organisation (in the nature of a co-operative society / company / condominium) of Purchaser/s in accordance with the Applicable Laws and to convey / lease the said Property along with its common areas and amenities to the common organisation, etc. if permissible under the law along with the conveyance / lease and to handover all necessary documents and plans of the said Property to the association / apex body /federation / common organisation except as may be otherwise decided.

(xxiv) to finalise the name of the Project and the name "Ceear" shall precede such name as per the branding policies of Ceear and finalise logos for the Project as it deems fit and appropriate and as provided under this Agreement.

17.2.3 Any actions stated herein shall be carried out solely by Ceear including signing / executing all correspondences, letters, contracts, agreements, authorizations, etc. on behalf of the LLP, either itself or through its Designated Partner or any other authorised signatory, subject to and in accordance with this Agreement. The LLP and the Existing Partners hereby agree to promptly execute necessary deeds, letters, documents and writings as may be required by Ceear to carry out the above-mentioned acts.

17.2.4 Ceear shall be the working partner of the LLP with all roles, authorities, (except the obligations to be undertaken by the Existing Partners under this Agreement and as may result for the reasons of any act or omission by the Existing Partners) and entitlements for the execution of the Project in accordance with this Agreement, and in doing so at all times act in compliance with Applicable Laws.

17.2.5 Notwithstanding anything else stated in this Agreement, Ceear shall be solely entitled to take all decisions and undertake all acts, deeds and things on behalf of the LLP pertaining to implementation and utilization of all rights, entitlements and obligations of the LLP under this Agreement, Applicable Laws, the Development Agreement and the POA, subject strictly to and in accordance with this Agreement, without any involvement of the Existing Partners in any manner whatsoever. Ceear on behalf of the LLP shall have all the rights to take all requisite actions to protect its rights mentioned, under this Agreement, the Development Agreement, POA and the Applicable Laws.

17.2.6 Ceear is hereby authorized to sign and execute all documents, deeds and writings on behalf of the LLP that the LLP is entitled or required to execute towards the Project in accordance with the Development Agreement and the POA, in accordance with this Agreement without diluting the interest of the Existing Partners as agreed in the Agreement.

17.3 **Rights and Obligations of Existing Partners**

17.3.1 For the purposes of the development of the Project, the Existing Partners shall be responsible and obligated to do the following, to the satisfaction of Ceear:

(i) comply with all the Conditions Precedent as mentioned herein.

(ii) cause to execute and register the Development Agreement and POA in favour of the LLP.

(iii) obtain and maintain all Approvals throughout the Project lifecycle at the costs and expenses of Ceear.

(iv) rectification and costs related to Land Title Risk, Approvals Risk, Encumbrances, throughout the Project life cycle shall be borne by the Existing Partners.

(v) the Existing Partners shall not be entitled to assign their obligation or entitlement in the Existing Partners to any other person.

(vi) the Existing Partners shall ensure the maintenance and continuance of the grant of the Development Rights to the LLP and defined under the Development Agreement in respect of the said Property to the LLP. The Existing Partners shall ensure that the Development Rights in the said Property vested in the LLP shall always remain clear and marketable in a manner that the construction, development, Marketing and sale of the Project is not affected in any manner.

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(vii) the Existing Partners shall ensure and maintain a clear and marketable title to the said Property, free of any Encumbrances, through-out the Project life cycle.

(viii) the Existing Partners shall comply all of its obligations including to settle and resolve all Land Title Risk, Approvals Risk and Encumbrances relating to the said Property at its sole cost save and except any charge created by LLP on the said Property after execution and registration of Development Agreement in terms of this Agreement.

(ix) the Existing Partners shall ensure that all representations, warranties, covenants and obligations mentioned herein below are duly complied with.

(x) The Existing Partner shall be obligated to manage the affairs with the Society members of Shivalaya Cooperative Housing Society and shall be responsible to complete the vacation and rehabilitation of all these members as per the terms agreed in the MOU executed between the Society and the LLP on 20th December 2020 and also as per the Development Agreement that will get executed in time to come. All the obligations set out in the said MOU and / or Development Agreement shall be managed by the Existing Partners. The management of monthly rentals shall also be the responsibility and obligation of the Existing Partners. The funding required to complete these obligations of the Existing Partners shall be arranged by Ceear.

18. REPRESENTATIONS AND WARRANTIES

Each of the Parties hereby represents, warrants and undertakes to the other Party that:

18.1 It has the full power and authority to enter into, execute and deliver this Agreement and any other deeds, documents or agreements, including power of attorney, and consents, contemplated hereunder or pursuant hereto (the "**Other Documents**").

18.2 The execution, delivery and performance of this Agreement and/or Other Documents and the consummation of the transaction contemplated hereunder or under the Other Documents has been duly authorised by all necessary corporate or other action of the Party; and the same does not: (i) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both will constitute) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound; (ii) violate any order, judgment or decree against, or binding upon it or upon its respective securities, properties or businesses.

18.3 The Parties undertakes to notify each other in writing promptly if either of them becomes aware of any fact, matter or circumstance (whether existing on or before the date hereof or arising afterwards) which would cause any of the representations or warranties given by the Parties herein, to become untrue or inaccurate or misleading, at any point of time.

18.4 In addition to the representations and warranties provided by the Existing Partners elsewhere in this Agreement, the Existing Partners further represent and warrant to

Ceear, which representations and warranties have been given with an intention to remain binding through-out the Project life cycle, that:

18.4.1 There are no Encumbrances, easement, impediment, prohibition, restriction or negative covenant running with the said Property, and the said Property has clear and marketable title and free from all Encumbrances.

18.4.2 The said Property is not affected by any development plan reservation / reservation / deductions or set back and there is no impediment, prohibition or restriction upon the present or future development of the said Property as contemplated herein.

18.4.3 The said Property or any part thereof is not forest land nor any other category of restricted land and the Existing Partners have not received any notice from any authority in this regard. The said Property is not a tribal / adivasi land. There is no sanad applicable on any part of the said Property.

18.4.4 There are no restricting conditions applicable which shall prevent full desired development on the said Property.

18.4.5 The DP remark of said Property is Residential.

18.4.6 The said Property are properly demarcated and surveyed by concerned Government authority and there are no disputes vis-à-vis boundaries of the said Property with any of the adjoining land owners.

18.4.7 The said Property is not affected by Urban Land (Ceiling and Regulation) Act, 1976 and that no proceedings are pending under the Urban Land (Ceiling and Regulation) Act, 1976 with respect to the said Property or any part thereof nor the ULC authorities have sought possession of any part of the said Property (actual or symbolic) and no part of the said Property have been committed / handed over to the authorities under the said Act. The Existing Partners and/or the LLP hereby agrees that in the event if any clearances / NOCs / consents are required in respect thereof then the same shall be obtained by the Existing Partners at their own cost.

18.4.8 The Existing Partners have not entered into, any deeds, documents, writings and/or development agreements or any other agreements or arrangements of any nature whatsoever with any person or party, with respect to the said Property or any part thereof.

18.4.9 Neither there is any agreement or arrangement or contract, the performance or non-performance of any of its clauses could lead to any creation of Encumbrances on the said Property or any part thereof nor the Existing Partners have in any way encumbered or agreed to create any encumbrance including by way of mortgage, charge, lien, trust, sale, pledge, lease, easements or other rights or otherwise howsoever on the said Property or any part thereof and henceforth shall not in any way create or agree to create any encumbrance, mortgage, charge, lien, trust, sale, pledge, lease, leave and license, easement or create any other rights of any nature whatsoever in respect of the said Property or any part thereof.

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18.4.10 There are no prohibitory orders or restrictive orders or otherwise passed by any competent authority including MHADA / MCGM, the Central or State Government or revenue and statutory authorities or the Collector or by any court of law or before any tribunal or before any statutory authorities or before any arbitrator or before any labour court and there is no application and/or proceeding pending before any of the above named authority with respect to the said Property or any part thereof whereby Existing Partners are prohibited or restrained from entering into this Agreement on the terms and conditions as contained herein.

18.4.11 The said Property are not subject to any Litigation or proceedings in any court or tribunal or arbitration or revenue proceedings or quasi-judicial proceedings nor is there any attachment on the said Property either before or after judgment or in custody / symbolic or physical possession of the Court Receiver and there is no money decree passed against the any of the Existing Partners.

18.4.12 That are no notices or proceedings ending or initiated or under process of being initiated from the Central Government and/or State Government or any other local body or statutory authority including revenue officers or collector or under the relevant Municipal Act or Land Acquisition Act or Town Planning Act or Land Revenue Code or Government Ordinance, Order, Notification (including any notice for acquisition or requisition of the said Property or any part thereof) has been received by or served upon the Existing Partners in respect of the said Property or any part thereof.

18.4.13 There is no proceeding pending under the Income Tax Act, 1961 and any other Applicable Laws against Existing Partners or with respect of the said Property.

18.4.14 There are no encroachments, trespassers or tenants or occupants or any rights created in favour of third parties with respect to the said Property or any part thereof

18.4.15 The name of MHADA is mutated as the owner of the said Property in the revenue records of the local authorities.

18.4.16 Subject to the Annexure 'C', there would be no further deduction in the Project FSI for the purpose of any road widening (already notified), road construction / alignment / realignment, any reservations, amenities, etc. on the said Property and the Project FSI represented herein by Existing Partners to be available on the said Property would be capable of being developed and sold in the open market.

18.4.17 The Existing Partners has not executed any power of attorney(s) or any other authority, oral or otherwise empowering any third person(s) to deal with said Property or any part thereof, for any purpose.

18.4.18 All information in relation to the transactions contemplated herein which would be material for the purposes of entering into this Agreement, and consummating the transaction contemplated herein, has been made available and disclosed by the Existing Partners and that the Existing Partners has not

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Existing Partner 1 Existing Partner 2 Existing Partner 3 Existing Partner 4 LLP MUMBAI Cedar MUMBAI

omitted to disclose to Ceear any fact in respect of the said Property and the same continues to be, true, complete and accurate in all respects and not misleading in any manner.

18.4.19 Each of the representations and warranties set forth in this Agreement shall be construed as a separate warranty and shall not be limited or restricted by reference to or inference from the terms of any other representation or warranty.

19. NAME OF PROJECT AND MARKETING

19.1 The name of the Project shall be decided mutually by the Designated Partners. It shall mandatorily be prefixed by the Brand Name "CR" and/or "Ceear". The name and logo of "Saptrishi Group" shall also form part of the branding of the Project. The name of the Project shall not be changed at any time, except if the Designated Partners mutually agree to the same.

19.2 Marketing collaterals, signboards, billboards, promotional materials, brochures, agreements and allotment documents to be executed with the Purchasers and all correspondences with such Purchasers of the Saleable Carpet Area shall contain logo of Ceear and Saptrishi Group, on all Marketing and sales collateral or other promotional materials, etc.

19.3 All Marketing collaterals including the hoardings, brochures, pamphlets, etc. to be used for the Marketing of the Project shall be determined by Ceear.

19.4 In all Marketing collateral, sign boards, bill boards, promotional materials, brochure, agreements and allotment documents and all correspondences with Purchasers of Saleable Carpet Area, only the contact details as may be decided by Ceear shall be provided.

20. BRAND NAME

20.1 Ceear will associate Brand Name solely for the purpose of branding and Marketing the Project on a non-exclusive basis, subject to the terms and conditions mentioned herein.

20.2 The Brand Name of Ceear will be associated only to the LLP during the term of this Agreement, provided that the Brand Name shall be used for the limited purpose of solely for the purpose of branding and marketing of the Project, subject to the Branding policy and guidelines of Ceear.

20.3 The use of the Brand Name in the logos and Marketing and other material relating to the Project shall be only to the extent and in the manner specifically stated herein.

20.4 The association of the Brand Name with the Project shall not, under any circumstances, be construed as a license or any other interest granted to any Person in the Brand Name and all intellectual property rights in and arising out of or connected with the Brand Name and ownership of the Brand Name shall at all times vest in and be held exclusively by Ceear. The Existing Partners acknowledges and accepts that the Existing Partners shall have no rights and/or any license to use the Brand Name "CR" and/or "Ceear" and all intellectual property rights in and arising

out of or connected with the Brand Name other than as specifically permitted under this Agreement and shall not during the term of this Agreement or after its expiration or termination, directly or indirectly, commit an act of infringement or contest or aid in contesting the validity or ownership of the Brand Name or take any other action in derogation thereof.

20.5 The Existing Partners shall not be entitled or permitted to use the Brand Name "CR" and/or "Ceear" and/or any intellectual property in the Brand Name "CR" and/or "Ceear" in any manner and for any purpose whatsoever.

20.6 The Project Name will be used by the LLP for the purpose of branding and Marketing the Project on signboards, billboards, letter heads, fee receipts, deposit receipts, promotional material and brochures.

20.7 The Existing Partners hereby expressly acknowledges and agrees that by construction and development of the Project and/or by usage of the Brand Name in the manner permitted in this Agreement, the Existing Partners has not, does not and shall not, nor shall it / they be deemed to, acquire at any time now or hereafter, any right, title or interest of any nature whatsoever in and with respect to the Brand Name "CR" and/or "Ceear". The Existing Partners further agrees that they shall not directly or indirectly either by itself / themselves or through any other Person assert or claim or attempt to assert or attempt to claim any right, title or interest in or to the Brand Name "CR" and/or "Ceear" or any combination of the word / logo / label thereof in any language, script or alphabet or take any action which shall or may impair any right of Ceear in and to the Brand Name, or create any right thereto or therein;

20.8 The Partners shall, if it / they come(s) to know of any use or suspected use by any third party of the Brand Name, the logo of "CR" and/or "Ceear" or any adaptation thereof as a corporate or trading name, report the same to Ceear, forthwith and without delay and will render to Ceear (as the case may be) such assistance as it may require in any proceedings to restrain such use.

20.9 The Existing Partners shall ensure the compliance of the aforesaid provisions with respect to the Brand Name of Ceear.

21. BANK ACCOUNTS

21.1 Project Accounts

The LLP shall open such number of bank accounts as may be required for the Project including but not limited to Collection Account, RERA Account, Pass Through Expenses Account, etc. All such bank accounts shall be solely opened, operated and controlled by Ceear at its discretion.

21.2 Existing Accounts

The LLP has an existing bank account with [•] Bank, [•] Branch which shall be jointly operated by the Partners and this existing bank account shall be solely used for the purpose of paying the compensation, charges, expenses, etc. to the said Tenants until they are rehoused in their respective new apartment/s in the New Building/s.

NOTARY DR. SATISH C. SRIVASTAVA BANDRA(MUMBAI) MAHARASHTRA REGD. NO 2849 Expiry Date 23/03/2025 GOVT. OF INDIA

SAPPHIRE URBAN SPACE LLP MUMBAI

CEEAR Quality & Infrastructure Private Limited MUMBAI

Existing Partner 1 Existing Partner 2 Existing Partner 3 Existing Partner 4 LLP Ceear

22. VOTING AND MEETINGS

22.1 All decisions pertaining to all matter of the LLP shall be taken solely by the Designated Partner of Ceear, subject to Clause [•] below.

22.2 Ceear shall not be entitled to take sole decision for matters set out in **Annexure 'F'** herein. Decision on specific matters set out in Annexure 'F' shall require mutual consent of all the Partners.

22.3 The meeting of the Partners may be called by sending 7 (seven) Business Days prior notice to all the Partners at their addresses set out in the title clause of this Agreement. Provided that the meeting may be called at shorter notice, if the Partners so mutually agree.

22.4 The meeting of the Partners shall ordinarily be held at the registered office of the LLP or at any other place as per the convenience of the Partners.

22.5 To constitute a quorum for a meeting, the presence of representative of Ceear shall be mandatory.

22.6 With the written consent of the Partners, a meeting of the Partners may be conducted through teleconferencing and/or video conferencing. Further, the decisions may be made by circulation via electronic media.

22.7 Simultaneously with the execution of this Agreement, the Partners of the LLP shall convene a meeting and authorize and record the rights of Ceear to represent the LLP on the matters Ceear is entitled to represent as specified under this Agreement. Further, in case of any disagreement between the Partners on any matter relating to the enforcement / exercise of rights by Ceear set out in this Agreement, Development Agreement and POA, the decision of Ceear shall be final.

23. STEP IN RIGHTS

In the event the Existing Partners are unable to fulfil its obligations in terms hereof within the agreed timelines, then Ceear will have a right but not an obligation to step in on behalf of the Existing Partners to fulfil the same in the manner Ceear may deem fit and at the terms and conditions agreeable to Ceear.

24. PROJECT FINANCE

24.1 The LLP may avail of Project Finance for the purposes of undertaking development of the Project. The decision to avail the Project Finance and the terms / conditions attributable to the same, shall be taken solely by Ceear. Such decision of Ceear shall be final and binding on the LLP. The LLP shall execute necessary Project Finance Loan Documents for the purposes of availing the Project Finance. The Project Finance shall be repaid from the proceeds of the Project. Ceear shall be entitled to and is hereby authorized to execute all documents, deeds and writing and all such acts, deeds and things as may be required on behalf of the LLP for the purposes of availing the said Project Finance and repaying the same.

24.2 If the Financial Institution / Bank so requires, the LLP shall secure the repayment of the Project Finance by creating a mortgage / charge over on the Project, Development