TWO TAURUS REALTY LLP

414, Mahinder Chambers Premises C S Ltd, W.T.Patil Marg, Opp.Dukes Factory,
Chembur, Mumbai-400071.

Date:- 02/01/2024

To,
Maharashtra Real Estate Regulatory Authority,
6th & 7th Floor, Housefin Bhavan,
Plot No. C -21, E – Block, Bandra Kurla Complex,
Bandra (E), Mumbai 400051

Subject - Deviation Report of Agreement for Sale of the "INSIGNIA"

With respect to the Agreement for Sale, save and except as provided hereunder, there are no substantial deviations, and only the language of the clauses is different from the Model Agreement for Sale.

OPERATIVE PART

Additions:

8. The Purchaser/s shall make all payments of the Sale Price due and/or payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of "_____". In case of any financing arrangement entered by the Purchaser/s with any financial institution with respect to the said Flat, the Purchaser/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such amounts towards Sale Price due and payable to the Promoter through an account payee cheque / demand draft / wire transfer / any other instrument drawn in favour of "_____". Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Flat and shall be construed as a breach on the part of the Purchaser/s, in which event the Promoter shall be entitled to terminate this Agreement and forfeit 10% (ten percent) of the Sale Price. 70% (seventy percent) of the amounts deposited/transferred to "_____", from time to time shall be deposited in a separate account to be maintained under Section 4(2)(l)(D) of RERA.

9. The Purchaser/s further agree/s, undertake/s and covenant/s that while making the payment of installments of Sale Price, the Purchaser/s shall deduct TDS (presently at the rate of 1% of the amount paid) as may be applicable from time to time and pay the same to the concerned department/authority. The Purchaser/s after making payment of each installments and Service Tax/ GST, on or before 7th day of next month, shall file

Form 26QB with the Income Tax Authority in the prescribed format and on or before 22nd day of the month in which respective Form 26QB is filed, shall furnish Form 16B to the Promoter.

10. The Purchaser/s is/are aware that the time to make the payment of instalments and service tax and all other taxes and all other amounts as mentioned herein, is the essence of contract and in event of delay on part of the Purchaser/s to make the payment of any of the instalment together with Service Tax and/or any other tax (including delivering From 16B certificate thereof), then without prejudice to right of the Promoter to cancel and terminate this Agreement, the Purchaser/s shall be liable to pay interest at the simple rate specified under the RERA Rules per annum to the Promoter on all delayed payments from the due date till the date of realization thereof.

11. In the event, the Purchaser/s desire/s to cancel the allotment of said Flat, then 10% (ten percent) of the Sale Price shall stand forfeited and the Purchaser/s shall not be entitled to receive or recover the said 10% (ten percent) of the Sale Price from the Promoter and Promoter shall not be liable or responsible for the same. The Purchaser/s shall also have to bear and pay to the Promoter, at the time of cancellation, the brokerage charges (if the said Flat is purchased through the broker). The Promoter shall not be liable to refund Service Tax, VAT, GST and all other taxes paid or payable on this Agreement and/or on the Sale Price and/or interest and/or other wise. The Purchaser/s shall also be liable to pay interest on any defaulted payment as per the terms herein contained, and all other amounts, sums, taxes, charges, duties, cess, etc. payable by the Purchaser to the Promoter, at the time of making accounts when the Purchaser/s has/have expressed his/her/their desire to cancel the allotment of the said Flat. It is agreed by and between the Parties that all the above-referred amounts due and payable by the Purchaser/s, as specified hereinabove, shall be deducted from the amount received by the Promoter from the Purchaser/s till the time of such cancellation. The Promoter shall return the balance amount from the Sale Price (if any) to the Purchaser/s without any interest within a period of thirty (30) days after said Flat is sold to a third party and all amounts including consideration amount in respect thereof is received by the Promoter, and thirty (30) days after the the date on which said Flat is sold and all amounts including consideration amount in respect thereof is received by the Promoter, shall be the date on which refund of the balance amount, if any, shall become due and payable by the Promoter to the Purchaser.

13. The Promoter shall be entitled (but not obliged) to terminate this Agreement on the happening of any of the following events ("**Events of Default**"):

(i) If the Purchaser/s commits three defaults in making payment of any of the amounts and/or installments of any amount payable under this Agreement or otherwise;

(ii) If the Purchaser/s commits breach of any other terms, conditions, covenants and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, IOD/ IOA, CC, NOC and/or any other sanction, permission, approvals, undertakings, writings and affidavits etc.;

(iii) If the representation, declarations and/or warranties etc. made by the Purchaser/s in the Booking Form, Allotment Letter, present Agreement and/or

any other documents executed and/or entered into or to be executed and/or entered into by the Purchaser/s is untrue or false;

(iv) If the Purchaser/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up;

(v) If the Purchaser/s is/are, convicted of any offence involving moral turpitude and/or is sentenced to imprisonment for any offence for not less than six months;

(vi) If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Purchaser/s or in respect of all or any of the assets and/or properties of the Purchaser/s; and

(vii) If the Purchaser/s have received any notice from the Government in India (Central, State or Local) or foreign Government for the Purchaser/s involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him / her / them.

14. On happening or occurring of any of the Events of Default, the Promoter shall, without prejudice to all other rights that the Promoter may have against the Purchaser/s either under this Agreement, or in law or otherwise, give fifteen (15) days' notice to the Purchaser/s to rectify/remedy such breach. In the event, Purchaser/s fail/s to rectify/remedy the breach within the said notice period, then the Promoter shall be entitled (but shall not be obliged) to: (i) forthwith terminate this Agreement ("**Termination Date**") and (ii) forfeit/deduct 10% (ten percent) of the Sale Price and balance, if any, shall be refunded to the Purchaser/s without any interest within a period of thirty (30) days from the date of termination. The Purchaser/s agree, confirm and acknowledge that the amounts forfeited as set out herein constitute a reasonable, genuine and agreed pre-estimate of damages that may be caused to the Purchaser/s and neither the Purchaser/s nor any person or party on his/her/their behalf shall claim any additional/ further amounts as compensation, damages or in any manner whatsoever. If the Purchaser/s has/have availed loan from financial institutions, banks or other institutions against the security of the said Flat then, the Purchaser/s shall clear the mortgage debt outstanding at the time of such termination. The Purchaser/s, at his/her/their own cost and expenses, shall obtain necessary letter/no due certificate from such financial institution, banks, etc., stating that the Purchaser/s has/have cleared the mortgage/debt/charge within fifteen (15) days from the Termination Date. In such an event, the Purchaser/s shall become entitled to the refund of the amount without any interest within a period of thirty (30) days after (i) receipt of such letter/no dues certificate from the financial institution, banks, etc. In any event, the Promoter shall be entitled to directly pay the amount payable to the financial institution, bank, their employer or other such institutions by the Purchaser/s from the balance amount standing to the credit of the Purchaser/s with the Promoter (if any) towards the said Flat (paid by him/her/them to the Promoter towards the Sale Price) to the extent so as to clear the mortgage/debt/charge on the said Flat.

15. Notwithstanding anything contrary contained herein, in case the Purchaser/s fail or are otherwise unable to make payment of any of the amounts and/or instalments of any amount payable under this Agreement or otherwise, to the Promoter, then the Promoter shall without prejudice to any other rights or remedies that it may have against the

Purchaser/s, including the right to terminate and forfeit 10% (ten percent) of the Sale Price and put an end to this Agreement as mentioned herein, be entitled to receive and recover from the Purchaser/s and the Purchaser/s shall pay to the Promoter simple interest on all outstanding payment at the rate specified under the RERA Rules per annum from the due date till the date of realization thereof.

16. The Promoter is not making any statement, declaration, representation, warranties, guarantees etc. with respect to the show flat, height of the ceiling of the show flat, measurements, layout of the show flat, area of the show flat, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artefacts, designs and all other items, lobby, landscaping, amenities etc., and the Promoter does not warrant and/or guarantee the accuracy with respect to the same, and the same shall not be provided by the Promoter, in the said Flat and/or any other flat and/or in the Project. The information, depictions, fixtures, fittings, furniture, pictures, drawings, images etc., with regards to the show flat and the information, depictions of the lobby, landscaping, amenities, fixtures, furniture, interiors, designs and all other items with regard to the same shall not be relied upon by the Purchaser/s as statements and/or representations of fact, and the Purchaser/s have not agreed to acquire the said Flat on the basis of such show flat, lobby, landscaping, amenities, fixtures, furniture, interiors, designs and any and all other items etc., or any part thereof and the same do not form and are not intended to form any part of the transaction contemplated herein. The details of the said Flat mentioned herein shall be final.

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

25. It is agreed, confirmed and covenanted by the Purchaser/s that the Promoter shall have full right and absolute authority and shall be entitled to, at any time hereafter, utilize, consume, load etc. FSI of the said Property and said Property or any part thereof and vice versa.

26. The name of the New Building shall always be known as **"INSIGNIA"** and this name shall not be changed without the prior written permission of the Promoter.

32. The Purchaser/s shall not sell, transfer, assign and/or otherwise deal with and dispose of the said Flat or any of their rights and/or benefits, without the Promoter's prior written consent.

44. The Purchaser/s shall, with prior twenty four (24) hours intimation, permit the Promoter and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said Flat or any part thereof to view and examine the state and conditions thereof and/ or for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the New Building and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the premises of the New Building in respect whereof, the Purchaser/s of such other premises, as the case may be, shall have made default in paying his/her/their share of taxes, maintenance charges etc.

52. The Purchaser/s hereby nominates _____ having his/her/their address at _____ _____ who is _____ of the Purchaser/s as his/her/their nominee in respect of the said Flat (the "**said Nominee**"). On the death and/or incapability of Purchaser/s, the said Nominee shall assume all the obligations of the Purchaser/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Purchaser/s shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoter shall only recognize the said Nominee or the nominee substituted by the Purchaser/s (only if such substitution has/have been intimated to the Promoter in writing) and deal with him or her in all matters pertaining to the said Flat. The heirs and legal representatives of the Purchaser/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the said Nominee. The Promoter shall at its discretion be entitled to insist on Probate/Succession Certificate/Letters of Administration and/or such other documents as the Promoter may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Owners/Promoter as may be necessary and required by the Promoter.

53. The Purchaser/s hereby agree/s to indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoter from or due to any breach by the Purchaser/s of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Purchaser/s in complying/performing his/her/their obligations under this Agreement.

Cancellations:

~~1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.~~

~~13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER~~

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

~~The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;~~

~~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;~~

~~The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;~~

~~The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot]to the Allottee in the manner contemplated in this Agreement;~~

~~17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE~~

~~After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Apartment/] 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 [Apartment/plot].~~

~~18. BINDING EFFECT~~

~~Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-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.~~

~~23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVERREFERRED TO IN THE AGREEMENT~~

~~Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.~~

For Two Taurus Realty LLP

TWO TAURUS REALTY LLP MUMBAI

Shravan Aggarwal

Authorised Signatory