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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and entered into at **Thane** this ____ day of _____ in the Christian Year Two Thousand Twenty Three **(2023)**

BY AND BETWEEN

M/S SQUAREFEET ENTERPRISES, a duly registered Partnership firm, having its office at Green Square Behind D Mart Opp. Sanghavi Hills, Kavesar, Thane (W), through its Authorized Partner **Shri** _____ hereinafter referred to as '**PROMOTER**' (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its existing partner/s last surviving partner/s successor in title, executors, administrators and assignees etc.) of the **ONE PART**

AND

(1) SHRI./SMT. _____,

PAN _____, Age _____ years, and

(2) SHRI/SMT. _____,

PAN _____, Age _____ years,

Indian Inhabitants, having 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/their heirs, executors, administrators and assigns/mean and include all the Partners for the time being constituting the said firm, their survivors and their respective heirs, executors, administrators and assigns/ its successors and assigns) of the **OTHER PART**

WHEREAS:

A. Mr. Abdul Kadir Shaikh Mohammod Varekar & Others (for short called **Varekar & Others**) owned, held and possessed land bearing Survey No.170(P) admeasuring 43534 sq.yrds. i.e.36826.07 sq.mtrs. situate at Village Kavesar, Tal. & Dist. Thane and within the limits of Thane Municipal Corporation (**TMC**), Registration District and Sub-District Thane (hereinafter referred to as **First Property**).

A. By and under Agreement dtd.14/03/1988 registered at Sr.No.1881/1988 in the Office of Sub-Registrar, Thane, the said Varekar & Others agreed to sell and transfer the said First Property and gave rights of development thereof to M/s. Shanan Estates & Investment Pvt. Ltd., a duly incorporated Company (for short called **Shanan**) and pursuant thereto they also executed Power of Attorney dtd.14/03/1988 registered at Sr.No.91/1988 in the Office of Sub-Registrar, Thane and thereby constituted authorized persons of said Shanan as Attorney to deal with, develop and sell the said First Property and having received full purchase price of the same from said Shanan put said Shanan in possession thereof and thus said Shanan for all legal purposes became owners of the said First Property. The aforesaid

Agreement and Power of Attorney are hereinafter referred to as **Shanan Documents-A.**

B. By and under Agreement dtd.08/11/2002 registered at Sr.No.5876/2002 in the Office of Sub-Registrar Thane, the said Shanan transferred and assigned all its rights, claims, title and interest with respect to said First Property acquired under said Shanan Documents-A to M/s. Shree Sai Developers, a duly registered Partnership Firm (for short called **Shree Sai**) and pursuant thereto said Shanan also executed substituted Power of Attorney dtd.11/11/2002 registered at Sr.No. 296/2002 in the Office of Sub-Registrar Thane and thereby constituted Partners of said Shree Sai as Attorneys to deal with, develop, sell and transfer the said First Property and having received full purchase price of the said First Property from said Shree Sai and put said Shree Sai in possession thereof and thus said Shree Sai for all legal purposes became owners of the said First Property. The aforesaid Agreement and Power of Attorney are hereinafter referred to as **Shree Sai Documents.**

C. Mr. Bharat Chandulal Nanavati (for short called **Bharat**) & Smt. Mandakini Jagdish Nanavati (for short called **Mandakini**) owned, held and possessed land bearing Survey No.168 admeasuring 4830 sq.mts., Survey No.169 admeasuring 10550 sq.mtrs., Survey No.170 (P) admeasuring 42500 sq.mtrs. thus in aggregate 57880 sq.mtrs., situate at Village Kavesar, Tal. & Dist. Thane and within the limits of TMC, Registration District and Sub- District Thane (hereinafter referred to as **Second Property**).

D. By and under Agreement for Sale dtd.26/12/1994 and Confirmation Deed dtd.27/03/1997, said Mandakini agreed to sell and transfer her undivided share, right, title, claim and interest in the said Second Property and gave rights of development thereof to M/s. Thakkar Land Development Corporation, a duly registered Partnership Firm (for short called **Thakkar**). The aforesaid Agreement and Confirmation Deed are hereinafter referred to as **Thakkar Documents.**

E. By Deed of Rectification dtd.04/02/2003 registered at Sr.No.756/2003 in the Office of Sub-Registrar, Thane, said Mandakini agreed that she had 10% undivided share, right, title, claim and interest in the said Second Property.

F. By and under Agreement dtd. 30/01/2003 registered at Sr.No.675/2003 in the Office of Sub-Registrar Thane, the said Bharat agreed to sell, transfer and assign all his 90% undivided share, right, claim, title and interest in the said Second Property to M/s. Shiv Sai Developers, a duly registered Partnership Firm (for short called **Shiv Sai**) and pursuant thereto said Bharat also executed substituted Power of Attorney dtd.30/01/2003 registered at Sr.No.41/2003 in the Office of Sub-Registrar Thane and thereby constituted Partners of said Shiv Sai as Attorneys to deal with, develop, sell and transfer his 90% undivided share, right, claim, title and interest in the said Second Property and having received full purchase price of the said Second Property from said Shiv Sai put said Shiv Sai in possession thereof. The aforesaid Agreement and Power of Attorney are hereinafter referred to as **Shiv Sai Documents-A.**

G. By and under Agreement for Development dtd.04/02/2003 registered at Sr.No.757/2003 in the Office of Sub-Registrar Thane, the said Thakkar with the consent of said Mandakini transferred and assigned all its rights, claims, title and interest acquired under the said Thakkar Documents with respect to 10% undivided share, right, title, claim and interest in the said Second Property acquired from said Mandakini to said Shiv Sai. Pursuant thereto said Mandakini executed Power of Attorney dtd.04/02/2003 registered at Sr.No.48/2003 in the Office of Sub-Registrar Thane constituting Partners of said Shiv Sai as Attorneys to deal with, develop, sell, transfer and assign her 10% undivided share, right, title, claim and interest in the said Second Property to any third party. Said Thakkar and said Mandakini having received full purchase price of 10% undivided share, right, title, claim and interest in the said Second Property from said Shiv Sai put said Shiv Sai in possession thereof. The aforesaid Agreement and Power of Attorney are hereinafter referred to as **Shiv Sai Documents-B.**

H. In view of said Shiv Sai Documents-A and said Shiv Sai Documents-B, the said Shiv Sai for all legal purposes became owners of the said Second Property.

I. Said Varekar & Others also owned, held and possessed land bearing Survey No.166/29 admeasuring 1000 sq.mtrs. and Survey No.166/31 admeasuring 2100 sq.mtrs. situate at Village Kavesar, Tal. &

Dist. Thane and within the limits of TMC, Registration District and Sub-District Thane (hereinafter referred to as **Third Property**).

J. By and under Agreement dtd.14/01/2002 coupled with Deed of Confirmation dtd.10/06/2003 registered at Sr.No.3633/2003 in the Office of Sub-Registrar Thane, the said Varekar & Others agreed to sell, transfer, give and assign the said Third Property and gave right of development thereof to said Shanan and pursuant thereto executed Power of Attorney dtd.10/06/2003 registered at 298/2003 and thereby constituted authorized persons of said Shanan as Attorney to deal with, develop and sell the said Third Property and having received full purchase price of the same from said Shanan put said Shanan in possession thereof and thus said Shanan for all legal purposes became owners of the said Third Property. The aforesaid Agreement coupled with Deed of Confirmation and the Power of Attorney, are hereinafter referred to as **Shanan Documents-B**.

K. By and under Agreement dtd.28/01/2004 registered at Sr.No.622/2004 in the Office of Sub-Registrar Thane, the said Shanan transferred and assigned all its rights, claims, title and interest with respect to said Third Property acquired under said Shanan Documents-B to M/s. Darshan Enterprises, a duly registered Partnership Firm (for short called **Darshan**) and pursuant thereto said Darshan also executed substituted Power of Attorney dtd.28/01/2004 registered at Sr.No. 70/2004 in the Office of Sub-Registrar Thane and thereby constituted Partners of said Darshan as Attorneys to deal with, develop, sell and transfer the said Third Property and having received full purchase price of the said Third Property from said Darshan put said Darshan in possession thereof and thus said Darshan for all legal purposes became owners of the said Third Property. The aforesaid Agreement and Power of Attorney are hereinafter referred to as **Darshan Documents**.

L. Meanwhile Mr. Abdul Kadir Shaikh Mohammod Varekar died intestate on or about 05/03/2004 survived by his heirs and hence they executed Deed of Confirmation, Supplementary Agreement and Power of Attorney all dtd.09/09/2005 registered at Sr. Nos.TNN-5-6379/2005 and Sr. Nos.TNN-5-6380/2005 respectively in the Office of Sub-Registrar Thane confirming the said Shanan Documents-A and the said Shanan Documents-B in respect of said First Property and Third

Property being binding upon them and also executed pursuant Power of Attorney dtd.09/09/2005 registered at Sr. No.717/2005 constituting Partners of said Shanan as true and lawful Attorney giving powers to develop, sell and transfer of the said First Property and Third Property.

M. The said Shree Sai, said Shiv Sai and said Darshan are hereinafter collectively referred to as **Owners**. The said First Property, Second Property and Third Property are hereinafter collectively referred to as **Bigger Land**.

N. For the purpose of development of the said Bigger Land, the said Owners obtained:- (i) Title Certificate Dtd.29/01/2004 from Shri. Vishwas M Kulkarni, Advocate, (ii) Orders under then prevailing Urban Land (Ceiling & Regulation) Act, 1976 (**ULC Act**) from the Competent Authorities appointed under said ULC Act, (iii) N.A. Order from Dist. Collector Thane and (iv) Sanctions and permissions from TMC with respect to Layout / Amalgamation – Sub Division Plan of the said Bigger Land vide No.TMC/TDD-3077/VP/2003/24 dtd.08/10/2004 (for short called **First Sanctioned Plan**) by which the said Bigger Land came to be sub-divided as Plot-A, Plot-B, Plot-C, Plot-D and Plot-E.

O. By and under diverse Deeds, Documents, Agreements etc. the said Owners transferred and assigned all their rights, claims, title and interest and gave the right of development of the said **Plot-B, Plot-C, Plot-D and Plot-E** to third party Builders/Developers who have developed their respective parts with construction of buildings thereon and such Builders/Developers over a period have sold and allotted the flats and premises in such buildings to third party purchasers on ownership basis and Co-operative Housing Societies of such buildings have been formed and registered.

P. Thereafter there remained with the said Owners the said **Plot-A** having area **20456.22 sq.mtrs.** being parts of the said Bigger Land namely: (i) land admeasuring 13397.51 sq.mtrs. out of the Survey No.170(P), (ii) land admeasuring 1747.82 sq.mtrs. out of the Survey No.168, (iii) land admeasuring 4372.58 sq.mtrs. out of the Survey No.169 and (iv) land admeasuring 939.31 sq.mtrs. out of the Survey No.166/31; which are hereinafter collectively referred to as **Larger Land** and more particularly described in the **First Schedule** hereunder written and shown with Red colour Boundary line on the Sketch hereto

annexed marked **Annexure-A** with right to use and utilize sanctioned Floor Space Index (**FSI**) for construction of new buildings thereon.

Q. By and under Agreement for Development dtd.08/12/2005 registered at Sr.No.TNN-5-8135/2005 (hereinafter referred to as **Principle Agreement**), the said Owners transferred and assigned all their rights, claims, title and interest and gave the right of development of the said Larger Land i.e. **said Plot-A** with right to use and utilize sanctioned **FSI** for construction of new buildings thereon to AM WEB NET PVT. LTD., a duly incorporated Company (for short called **AM WEB**) and pursuant thereto said Owners also executed substituted Power of Attorney dtd.08/12/2005 registered at Sr.No.869/2005 in the Office of Sub-Registrar Thane (hereinafter referred to as **Principle POA**) and thereby constituted Directors of said AM WEB as Attorneys to deal with, develop, sell and transfer the said Larger Land i.e. **said Plot-A** with right to use and utilize sanctioned **FSI** for construction of new buildings thereon and having received full purchase price of the same put the said AM WEB in possession thereof and thus for all legal purposes and intents AM WEB became owners of the said Larger Land i.e. **said Plot-A**.

R. Meanwhile the Forest Department of the Government of Maharashtra served Notice upon AM WEB under The Maharashtra Private Forest (Acquisition) Act, 1975 (for short called **Forest Act**) purportedly declaring a part portion admeasuring 13397.51 sq.mtrs. being part of land bearing Survey No.170(P) out of the said Larger Land as Private Forest (hereinafter referred to as **Purported Forest Land**) and hence there remained part portions of the said Larger Land available for development with construction of new buildings; namely; (i) land admeasuring 4372.82 sq.mtrs. being part of Survey No.169, (ii) land admeasuring 1747.82 sq.mtrs. being part of Survey No.168 and (iii) land admeasuring 939.31 sq.mtrs. being part of Survey No.166/31 and thus in aggregate land admeasuring 7059.91 sq.mtrs. (hereinafter collectively referred to as **Developed Land**) and the same is more particularly described in the **Second Schedule** hereunder written and shown by Green colour boundary line on the plan hereto annexed marked **Annexure-A**. In the circumstances, AM WEB notionally sub-divided the said Larger Land i.e. the said Plot-A into two parts; namely the said Purported Forest Land as Plot-A-1 and the said Developable Land as

Plot-A-2. However in view of the facts and circumstances mentioned above, AM WEB could not commence the work of development of the said Developable Land for want of issuance of Commencement Certificate by TMC and the same being not usable for the purposes for which they had acquired the same.

S. In the circumstances mentioned above, AM WEB as the Assignors and the Promoter herein as the Assignees executed a Deed of Assignment of Development Rights dtd.03/06/2008 registered at Sr.No.TNN-1-4758/2008 (hereinafter referred to as **Subsidiary Agreement**) whereby the said AM WEB transferred and assigned all their rights, claims, title and interest and gave the right of development of the said Plot-A-2 i.e. said Developed Land with right to use and utilize sanctioned **FSI** for construction of new buildings thereon to the Promoter herein and pursuant thereto also executed Power of Attorney dtd.20/08/2008 registered at Sr.No.420/2008 (hereinafter referred to as **Substituted POA-1**) constituting Partners of Promoter herein to deal with, develop, sell and transfer the said Plot-A-2 i.e. said Developed Land with right to use and utilize sanctioned **FSI** for construction of new buildings thereon and having received full purchase price of the same put the Promoter herein in possession thereof and thus for all legal purposes and intents Promoter herein became owners of the said Plot-A-2 i.e. said Developed Land.

T. Thereafter AM WEB as the Assignors and the Promoter herein as the Assignees executed a Deed of Rectification dtd.12/03/2009 registered at Sr.No.TNN-5-2028/2009 in the Office of Sub-Registrar Thane (hereinafter referred to as **Rectification Deed**) and thereby made a correction stating that the said Plot No.A-2 i.e. the said Developable Land to be read as 'Plot-A-1 and Plot-A-3' and the said Purported Forest Land to be read as 'Plot-A-2' wherever required and necessary in the said Subsidiary Agreement.

U. On the basis of said Subsidiary Agreement read with said Rectification Deed and with use of said Substituted POA-1, the Promoter herein obtained Building Permissions and Commencement Certificates from TMC from time to time for construction of buildings on the said Plot-A-1 and Plot-A-3 vide (i) V.P No.2003/24/TMC/TDD/801 dated 5/3/2009 permitting construction of Type A & B on Sub Plot A-1 &

Type C & D on Sub Plot A-3, (ii) V.P.no. 2003/24/TMC/TDD/331 dated 29/8/2009 , (iii) V.P. No. 2003/24//TMC/TDD/479 dated 29/10/2009 (for short called **Intermittent Sanctioned Plan-A**) and on the basis thereof the Promoter herein constructed 5 (Five) Buildings on the said Plot-A-1 and Plot-A-3 being part portion of the said Larger Land and over a period on completion of construction of such buildings also obtained Occupancy Certificates in respect thereof from TMC vide (i) Occupancy Certificate vide V.P.No.2003/24/TMC/TDD/35 dtd.04/05/2013, (ii) V.P.No.2003 /24/TMC/TDD/72 dtd.08/07/2013 and (iii) vide V.P.No.2003/24/TMC/TDD/07 dtd.11/04/2016 (for short called **Occupancy Certificates**). The Promoter herein, over a period, sold and allotted the flats and premises in such buildings to third party purchasers on ownership basis and put such third party purchasers in possession of their respective flats and premises and Co-operative Housing Societies of such buildings have been formed and registered which are named as (i) Green Square A & B Co-operative Housing Society Limited and (ii) Green Square C1, C2 & C3 Co-operative Housing Society Limited. These completed buildings are part of Project Green Square and for the sake of brevity hereinafter referred to as "**Green Square Phase I**";

V. Meanwhile AM WEB as the Assignors and the Promoter herein as the Assignees executed by and between them Memo of Understanding dtd.29/03/2008 and Supplementary Memo of Understanding dtd.26/10/2009 whereby the said AM WEB transferred and assigned all their rights, claims, title and interest and gave the right of development of the said Purported Forest Land i.e. said Plot-A-2 to the Promoter herein for the price and on the terms and conditions mentioned therein, however some disputes arose between AM WEB and Promoter herein in connection therewith. There happened to be Arbitration Clause in the said Memo of Understanding dtd.29/03/2008 and therefore such disputes came to be referred to mutually appointed Sole Arbitrator Shri. Sanjay S. Borkar, Advocate and in such Arbitral proceedings Consent Award dtd.18/05/2013 came to be passed. In pursuance of such Consent Award, AM WEB as Assignors and the Promoter herein as the Assignees executed a Deed of Assignment of Further Development Rights dtd.28/06/2013 registered at Sr.No.TNN-9-4872/2013 in the Office of Sub-Registrar Thane (hereinafter referred to as **Further Assignment Deed**) whereby AM WEB transferred and assigned all their

rights, claims, title and interest and gave the right of development of the said Purported Forest Land i.e. said Plot-A-2 admeasuring 13397.51 sq.mtrs. being part of land bearing Survey No.170(P) being part of the said Larger Land to the Promoter herein for the revised price and on the revised terms and conditions mentioned therein. Pursuant thereto AM WEB also executed Power of Attorney dtd.28/6/2013 registered at Sr.No.TNN-9/4873/2013 (hereinafter referred to as **Substituted POA-2**) constituting Partners of Promoter herein to deal with, develop, sell and transfer the said Purported Forest Land i.e. said Plot-A-2 for construction of new buildings thereon with right to use and utilize permissible FSI in respect thereof and having received full purchase price of the same put the Promoter herein in possession thereof and thus for all legal purposes and intents Promoter herein became owners of the said Purported Forest Land i.e. said Plot-A-2 being part of the said Larger Land.

W. On the basis and on the strength of documents executed by and between AM WEB and the Promoter herein as aforesaid, the Promoter herein followed up the matter with the concerned Authorities for getting the said Purported Forest Land i.e. said Plot-A-2 being part of the said Larger Land free from being declared as Private Forest and pursuant thereto Sub-Divisional Officer (**SDO**) Thane by Order vide No.TD/TE-5/Ka.V./SR-113/2015 dtd.16/03/2015 held and declared the said Purported Forest Land i.e. said Plot-A-2 not to be a Private Forest and directed the Promoter herein to pay one time premium which the Promoter herein paid and with that the said Purported Forest Land i.e. said Plot-A-2 became available for development with construction of buildings thereon with permissible FSI as may be available from time to time as per D.C. Regulations of TMC. A copy of the aforesaid SDO Order is hereto annexed marked **Annexure-B**. Accordingly Mutation Entry No.3138 dtd.20/03/2015 is made in the relevant 7/12 Extract pertaining to Survey Numbers relating to said Plot-A removing Remark of Private Forest and copy of mutation entry no.3138 is hereto annexed marked **Annexure-C**.

X. Further on the basis and on the strength of documents executed by and between AM WEB and the Promoter herein as aforesaid, the Promoter herein on 11/04/2016 submitted Layout/Plan to TMC for amalgamation of the said Plot-A-1, Plot-A-2 and Plot-A-3 Which

happened to be the parts of the said Plot-A, which in turn happened to be part of the said Larger Land and the same came to be approved by TMC vide V.P. No.2003/24/TMC/TDD/6 dtd. 11/06/2016 (for short called **Sanctioned Plan-2016**) and thus thereby said Plot-A-1, Plot-A-2 and Plot-A-3 got amalgamated, which is hereinafter referred to as **Amalgamated Lands**. As per the said Sanctioned Plan-2016, a part portion admeasuring 13397.75 sq.mtrs. which happened to be the parts of land bearing Survey Nos. 166/31, 168, 169 and 170 came to be carved out/sub-divided and the same is hereinafter referred to as '**THE SAID ENTIRE LAND**'.

Y. Meanwhile Promoter herein have obtained various other permissions and sanctions for the development of the said Entire Land, namely; (i) ULC Order No.ULC/TA/ATP/Sec.20/Amalgamation/ SR1362+1363 dtd.13/02/2013 and ULC Order vide No.ULC/TA/ATP/Sec.20/SR1285/ 526/40 dtd.26/11/2020 (for short called **ULC Orders**), (ii) Kaksha-1/20/Land/5515/2019-20 dtd.13/01/2020 (for short called **Eco Sensitive Zone Order**), (iii) Desk/1/20/LND/ESZ/6400 of 2019-20 dtd.20/02/2020 (for short called **Forest Removal Order**) and (iv) Order dtd.25/03/2020 from State Level Environment Impact Assessment Authority (for short called **Environment Permission**), and (v) the Promoter paid 2% of the Project cost to The Chief Conservator Of Forests & Directors Sanjay Gandhi National Park, the copies of which are annexed hereto marked **Annexure-D1, D2, D3, D4 & D5** respectively.

Z. Recently TILR conducted Survey and Measurement of the said Larger Land and thereupon certified that area of the said **Larger Land** was found to be more by 494.67 sq.mtrs. (herein after referred to as **Additional Area**) than as earlier recorded in the Revenue Records pertaining to the same. In the circumstances, Supplementary Agreement dtd.25/03/2022 came to be executed between said Shree Sai, therein referred to as 'The First Developers' of the First Part, said Shiv Sai, therein referred to as 'The Second Developers' of the Second Part, said Darshan, therein referred to as 'The Third Developers' of the Third Part, the Promoter herein, therein referred to as 'The Sub-Developers' of the Fourth Part and said AM WEB, therein referred to as 'The Confirming Party' of the Fifth Part registered at Sr.No.TNN-5-4786/2022 in the Office of Sub-Registrar Thane (hereinafter referred to as **Supplementary Agreement**); whereby the Promoters herein and the

Sub Developers therein purchased and acquired from the Original Owners development rights of additional area admeasuring 494.67 sq.mtrs with the confirmation of Confirming Party therein; Hence vide Supplementary Agreement Parties thereto recorded and confirmed that:-
(i) in all the Previous Deeds, Documents, Instruments executed by and between them as mentioned hereinbefore, the area of the said **Larger Land** to be taken as **20952.33 sq.mtrs.** and now forming part of new 7/12 extracts issued by revenue departments bearing Survey Nos. 166/31, 168(pt), 169/4/D and 170/4/A accordingly the First Schedule giving description of the said **Larger Land** in all such Deeds, Documents, Instruments stood modified and rectified being having area as **20952.33 sq.mtrs.** (ii) out of the said Larger Land the Promoters have developed an area admeasuring 7059.91 sq mtrs by constructing 5 residential building thereupon and occupation certificate pertaining to these 5 buildings were already obtained by the Promoter which is Said Developed Land and more particularly mentioned in the Second Schedule hereunder written (iii) balance of the said Larger Land admeasuring 13892.42 sq.mtrs i.e the **Entire Land/Developable Land** which forms part of Survey No.166/31, 168/(pt), 169/4/D and 170/4/A which the Promoter is now going to develop in phase wise manner is more particularly described in the Third Schedule hereunder written and boundaries thereof are shown by Blue colour boundary line on the Sketch hereto annexed marked **Annexure-E.**; Pursuant to Supplementary Agreement, said Shree Sai, said Shiv Sai, said Darshan and said AM WEB executed Irrevocable Power of Attorney dtd.25/03/2022 registered at Sr.No.TNN-5-4788/2022 in the Office of Sub-Registrar Thane (hereinafter referred to as **Supplementary Power of Attorney**) pertaining to additional area admeasuring 494.67 sq.mtrs and thereby constituted and appointed Partners of the Promoter herein to deal with and develop Said additional area and generally deal with the same. A copy of 7/12 Extract pertaining to the Project Land is hereto annexed marked **Annexure-F.**

AA. The said Entire Land falls under Eco Sensitive Zone of Sanjay Gandhi National Park. The Promoters have received NOC from Eco Sensitive Zone of Monitoring Committee permitting Promoters to construct the flats as per the applicable Rules & Regulation. The Promoter also paid 2% of the project cost, Sanjay Gandhi National Park the receipt of which is attached herewith and marked as **Annexure G;**

BB. In order to develop the said Entire Land in the manner as aforesaid of the Promoter herein entered into standard Agreement with Architect M/s. 10 Folds Architects and Consultants, duly registered with the Council of Architecture (hereinafter referred to as **Architects**) and also with Structural Engineer Techline Consultants (hereinafter referred to as **Structural Engineer**) for the purpose of preparation of the layouts, plans, specifications, drawings, structural designs etc. of the building to be constructed on the said Entire Land and carrying out development thereof with the construction of new building thereon and has agreed to accept the professional supervision of the said Architect and the said Structural Engineer till the completion of the project of development of the said Entire Land as stated above, subject to their performing their professional duties with due diligence and expediency, however reserving rights and authority to change, replace or substitute them solely at its discretion and if deemed fit and proper.

CC. Shri. M.A Ansari, Advocate has issued Title Report dtd12/4/2022 to the effect that the Title to the said Entire Land is clear and marketable and free from all encumbrances and the Promoter herein is entitled to develop the Entire Land and copy of the same is hereto annexed marked **Annexure-H**.

DD. The Promoter herein, through the above mentioned Architects and Engineers submitted plans to TMC for development of the Entire Land which TMC approved and issued Commencement Certificate by TMC vide V.P. No.S06/00383/22 (2003/24)/TMC/TDD/4140/22 dtd.20/07/2022 (for short called **Initial Approved Plans & Initial permission**) permitting construction of two (2) new buildings namely; **Tower No.1** having stilt + 6 upper Floors (proposed to be 35 upper floors) and **Tower No.2** having stilt + 22 upper Floors on the said Entire Land. A copy of the location map being part of the said Initial Approved Plans & Initial Commencement Certificate are annexed hereto marked **Annexure-I & J** respectively.

EE. As per the said Initial Approved Plans, out of sanctioned two (2) buildings, the Promoter has registered One (1) building i.e Tower No.2 comprising of stilt + 22 upper floors on the said Entire Land and registered the same as "Green Square Phase II;

FF. Recently Promoter herein submitted revise Plan to the said Corporation whereby the Promoters used entire development potentiality i.e Basic FSI, Premium FSI, Ancillary FSI and/or any other benefits till then available of the said Entire Land as per UDCPR. The said revise plan came to be approved permitting construction of Tower 1:- Ground/Stilt+1 to 22 upper floors, Tower 2 (Wing A & B):-Ground/Stilt 1 to 22 upper floors and Tower 3:-Ground/Stilt+1 to 38 upper floors. Pursuant to said revised sanctioned Plan said Corporation has issued revised Commencement Certificate on 11/4/2023 bearing no. VP no.SO6/0383/22/(2003/24)TMC/TDD/4365/23 granting permission to construct Tower 1:-Ground/Stilt+1 floor, Tower 2 (Wing A & B):-Ground/Stilt 1 to 22 upper floors and Tower 3:-Ground/Stilt+1 to 26 upper floors (hereinafter referred to as **APPROVED PLAN AND APPROVED COMMENCEMENT CERTIFICATE**). The copy of said Approved Plan and Commencement Certificate is attached herewith and marked as **Annexure K & L;**

GG. Thus entire Phase II of the project Green Square is comprising of Tower 1 – Ground/Stilt + 1 To 22 upper floors , Tower 2 (Wing A & B):-Ground/Stilt 1 to 22 upper floors and Tower 3:- Ground/Stilt + 1 To 38 upper floors.

HH. Thus previously registered Tower 2 under "Green Square Phase II" hereby re-named as Wing A of Tower 2. Thus henceforth Green Square Phase II comprising of 1(One) building known as Wing A of Tower No.2 comprising of stilt + 22 upper floors on a part portion admeasuring about 410.17 sq.mtrs. of the said Entire Land and now Promoter is registering the another building of Phase II i.e Wing B of Tower 2 which is also comprising of Ground/Stilt 1 to 22 upper floors on the Part portion admeasuring about 727.03 sq.mtrs of the said Entire Land;and the same is hereinafter referred to as Ongoing Building and also as **Green Square Phase II**. The part portion admeasuring 727.03 sq.mtrs. of the said Entire Land on which the said Ongoing Building is being constructed is hereinafter referred to as **Project Land** and the same is more particularly described in the Forth Schedule hereunder written. The development of the Project Land with construction of said Ongoing Building is hereinafter referred to as the **Project**.

II. The Promoter herein, while obtaining sanction to the said Approved Plans and said Commencement Certificate from TMC has paid to TMC scrutiny fees, development charges, betterment charges, various other charges, costs, expenses, levies, premia etc., which are so payable under the D.C. Regulations of TMC.

JJ. While sanctioning the said Approved Plans, TMC has laid down certain terms, conditions, stipulations and restrictions, which are to be observed and performed by the Promoter herein while developing the Project Land and constructing the buildings thereon and only upon due observance and performance of which Completion/Occupation Certificates for the buildings which would be constructed on the Project Land would be granted by TMC.

KK. In view of the aforesaid Deeds, Documents and Instruments; the Promoter herein became entitled to develop the Project Land by constructing new buildings thereon and to sell, allot and transfer flats and premises therein to third party purchasers on ownership basis with allotment of parking spaces and to form and register a Co-operative Housing Society, Association or Company of the allottees/purchasers of the premises in the new buildings to be constructed on the Project Land and finally to have the Project Land with such new buildings constructed thereon sold, transferred, conveyed and assigned by executing necessary deeds, documents etc. in that behalf in favour of such Society, Association or Company.

LL. The Promoter is developing the Project Land with construction of said Tower No.2 wing B to sell and allot premises/apartments to prospective purchasers on ownership basis by executing Agreements as per the provisions of Real Estate (Regulations & Development) Act, 2016 (**RERA**) and the Rules made thereunder.

MM. The Allottee has applied to the Promoter for allotment of a Residential Flat bearing No._____ having Carpet area _____ sq.mtrs. i.e. _____ sq.ft. on _____ Floor of Wing B of Tower no.2 in the said project known as Green Square Phase II being constructed on the Project Land (hereinafter referred to as **Apartment**) which is more particularly described in the **Fifth Schedule** hereunder written and Floor Plan thereof is hereto annexed marked **Annexure-M**. The Allottee has also

applied to the Promoter to allot to him facility of **0 (Zero)** parking space/s at _____ level of the said B wing of Tower No.2 (hereinafter referred to as **Parking Space**), the location of which shall be decided and finalized by the Promoter at appropriate time.

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

OO. The Allottee has demanded from the Promoter and the Promoter has also furnished to the said Allottee inspection of all the documents pertaining to title of the Project Land, tentative location and building plans, the said Approved Plans & Commencement Certificate, various other permissions, sanctions and approvals etc. and of such other documents as are specified under RERA and the Rules made thereunder. The Allottee has satisfied with all the documents as aforementioned and the Promoter's rights to the Project Land and to construct the buildings thereon and the Allottee hereby explicitly agrees not to raise any dispute, complaint and/or grievance of any nature whatsoever with respect to the same. The Allottee further hereby confirms that there shall be no further investigation or objection by the Allottee in that regard and is fully satisfied of the competency of the Promoter to enter into this Agreement. The Allottee does hereby agree and undertake to be bound by all the terms and conditions imposed by various Authorities with regard to various sanctions, permissions, approvals etc. including the said Approved Plans at all the time.

PP. After relying upon the said application and the representations and declarations made by the Allottee as aforesaid, the Promoter has agreed to sell and allot to the Allottee and the said Allottee has agreed to purchase from the Promoter the said Apartment for the price and upon the terms and conditions agreed between the Parties hereto.

QQ. The Allottee has agreed to purchase and acquire and the Promoter has agreed to allot to the Allottee the said Apartment at or for price consideration of Rs. _____/- (Rupees _____ Only)

Prior to the execution of these presents, the Allottee has paid to the

Promoter herein, a sum of Rs. _____ /- (Rupees _____ only)

as advance amount and being part payment of the agreed price consideration, the payment and receipt whereof the Promoter doth hereby admit and acknowledge and at such time the Allottee has agreed and undertaken to pay to the Promoter balance of the purchase price and all other cost, charges, expenses and all other payments in the manner hereinafter appearing.

RR. The Promoter has registered the Project under the provisions of the RERA Act and Rules made thereunder with the Real Estate Regulatory Authority at No._____.

SS. As per Sec.13(1) of RERA, the Promoter is required to execute written Agreement for sale and allotment of the said Apartment to the Allottee being in fact these Presents and the Allottee shall register the same with the Registering Authority with intimation to the Promoter and by paying the requisite Stamp Duty and Registration Charges thereon.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS
HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS
UNDER:-**

1. The Promoter shall construct the said wing B of Tower No.2 consisting of Ground/Stilt 1 to 22 upper floors on the Project Land in accordance with the said Approved Plans & Commencement Certificate and/or amended plans, designs and specifications as and when got approved by the Promoter from TMC and/or other the concerned Authorities from time to time; Provided that the Promoter shall have to obtain prior no objection and consent in writing of the Allottee in respect of variations or modifications which may adversely affect said Apartment, except any alteration or addition required by any Government authorities or due to change in law.

1. (a) (i) The Allottee does hereby agree to purchase and acquire from the Promoter and the Promoter does hereby agree to sell and allot to the Allottee the said Apartment, i.e. Residential Flat bearing No._____ having area _____ sq.mtrs. i.e. _____ sq. ft. carpet, on _____ Floor in the said B wing of Tower No.2 being constructed on the Project Land, a Floor Plan whereof is annexed hereto marked **Annexure-M** and more

particularly described in the **Fifth Schedule** hereunder written on ownership basis at or for the price/consideration of Rs. _____/- (Rupees _____ only)

including the proportionate price of the common areas and facilities to be provided and the nature, extent and description of which is more particularly described in the **Fifth Schedule** hereunder written. The Promoter shall allot to the Allottee facility of 0(Zero) parking space/s at _____ level of the said B wing Tower No.2 (hereinafter referred to as **Parking Space**), location of which shall be decided and finalized by the Promoter, at appropriate time at or for price/consideration of Rs. _____/- (Rupees _____ only)

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing no. _____ situate at _____ being constructed in the layout for the consideration of Rs. _____/-.

1. (b) The total aggregate consideration amount for the apartment including **0 (Zero)** covered parking space is thus Rs. _____/-

1. (c) The Allottee has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ only)

(not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. _____/- (Rupees _____ only), in the following manner :-

i. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

iii) Amount of Rs. _____ / - (Rupees _____
only) (not exceeding
50% of the total consideration) to be paid to the Promoter on completion
of the 1st slab of the building in which the said Apartment is located.

iv) Amount of Rs. _____ / - (Rupees _____
only) (not exceeding
55% of the total consideration) to be paid to the Promoter on completion
of the 5th slab of the building in which the said Apartment is located.

v) Amount of Rs. _____ / - (Rupees _____
only) (not exceeding
60% of the total consideration) to be paid to the Promoter on completion
of the 10th slab of the building in which the said Apartment is located.

vi) Amount of Rs. _____ / - (Rupees _____
only) (not exceeding
65% of the total consideration) to be paid to the Promoter on completion
of the 15th slab of the building in which the said Apartment is located.

vii) Amount of Rs. _____ / - (Rupees _____
only) (not exceeding
70% of the total consideration) to be paid to the Promoter on completion
of the 22nd slab of the building in which the said Apartment is located.

viii) Amount of Rs. _____ / - (Rupees _____
only) (not exceeding
75% of the total consideration) to be paid to the Promoter on completion
of the walls, internal plaster/gypsum finish and external plaster.

ix) Amount of Rs. _____ / - (Rupees _____
only) (not exceeding
80% of the total consideration) to be paid to the Promoter on completion
of flooring.

x) Amount of Rs. _____ / - (Rupees _____
only) (not exceeding
85% of the total consideration) to be paid to the Promoter on completion
of external painting.

xi) Amount of Rs. _____ / - (Rupees _____
only) (not exceeding
90% of the total consideration) to be paid to the Promoter on fixing of
doors and windows

xii) Amount of Rs. _____ / - (Rupees _____
only) (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, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

xiii) Balance Amount of Rs. _____/- (Rupees _____ only)

against and at the time of handing over of the possession of the Apartment to the Allottee within **15 days** from receipt of occupancy certificate or completion certificate.

1. (d) The Total Price above excludes Taxes (consisting of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project) paid or payable to the Government and/or other concerned Authorities up to the date of handing over the possession of the said Apartment; **as the Promoter, as facilitator; is collecting the same to be so paid to the Government and/or other concerned Authorities; and as such the Allottee shall pay all such taxes as his/her share to be in proportion to the price paid or payable by the Allottee as and when demanded by the Promoter.**

1. (e) The Total Price 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 &/or increase in percentage of taxes levied by any Government/semi Government authority 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.

1. (f) The Promoter may allow in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments **10% p.a** for the period by which the respective installments has been preponed. The provision for allowing rebate and

such rate of rebate shall not be subject to any revision/withdrawl once granted to an Allottee by Promoter

1. (g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the buildings in which the said Apartment is situated is complete and the Occupancy Certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (Three Percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1. (h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him under any head(s) of dues against lawful outstanding, if any, in his name as the Promoter may in their sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

1. (i) If the price of the said Apartment being above Rs.50,00,000/- (Rupees Fifty Lakh Only) the Allottee is bound under Income Tax Act to deduct Tax at source at the rate of 1% on the payments of the price made under these presents and accordingly the Allottee agrees and undertakes to comply with the said provision and in the event of any violation thereof and consequences ensuing therefrom, the Allottee alone shall be liable and the Promoter stands fully indemnified and discharged in these regards.

2.1 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 Approved Plans & Commencement Certificate or thereafter at the time of sanctioning the amended plans and shall,

before handing over possession of the said Apartment to the Allottee, obtain from the concerned Local Authority Occupancy and/or Completion Certificates in respect of the said Apartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the said Apartment to the Allottee and the common areas to the Society, Association or Company of the allottees of the apartments in the buildings to be constructed on the Project Land after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly the Allottee shall make timely payments of the installment and other dues and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause 1 (c) herein above.

2.3 The Allottee agrees and undertakes to pay the purchase consideration as mentioned above as per the respective installment as & when it shall mature for payment. The payment of concerned installment is linked with the stage wise completion of the said building. Upon completion of each stage, the Promoters shall issue demand letter to the Allottee by RPAD/courier/hand delivery at the address of the Allottee mentioned in this agreement as well as by email on Allottee email address _____.

Along with said demand letter Promoter shall enclose certificate of Architect, inter-alia, certifying the completion of such stage. Said certificate shall be conclusive proof about completion of such stage. Upon receipt of said demand letter by RPAD /courier /email/hand delivery, whichever is earlier, within 7 (seven) days Allottee shall make the payment of respective installment. In case of failure on the part of Allottee in adhering to the time schedule of 7 (seven) days, Promoters shall become entitled to take all such legal steps for breach of contract as contemplated under the provisions of Contract Act. In case Allottee commits any delay in making the said payment then Allottee shall become liable to pay interest as specified in Maha Rera Rules on all delayed payments. In addition to such rights and without prejudice to such rights, the consequences as contemplated below shall also become applicable and effective.

3. The Promoter hereby declares that the FSI/TDR and all other benefits available as on date in respect of the Project Land as per the said Approved Plan & Commencement Certificate is 74943.58 Sq. Mts. only and Promoter has planned to utilize additional/floating FSI by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various Schemes as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the FSI to be utilized by it on the Project Land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. The Development potentiality certificate issued by the said Architect in respect of said larger land is attached herewith and marked as **Annexure N**; The Promoters hereby specifically informing the Allottee/s that they may avail the additional benefits available under provisions of UDCPR and/or under any other Rule, notification of Government/Semi Government authority and/or under provisions of Development control regulation any time in future and pursuant to that the latest approved plan may undergo revision/amendments. The Allottee is/are aware that the Promoters can avail all such benefit of UDCPR and/or any other rule that may be introduced by any Government Agency like MMRDA, Mhada etc. and/or loading additional TDR on the said project land. While availing such additional benefits of UDCPR and/or any further benefits available to said entire property the said latest approved plan shall undergo revision, amendment and due to such amendment, the Location of amenities as shown in the said latest approved plan, shall also be relocated and/or its size may get increase or decrease.

4.1. If the Promoter fails to abide by the time schedule for completing the Project and handing over the said Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the Project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment 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 by the Allottee to the Promoter and in such eventuality the Promoter shall be entitled to levy additionally Service Tax, GST, VAT etc. to be paid over to the Government and/or other concerned Authorities.

4.2 Without prejudice to the right of Promoter to charge interest in terms of Sub Clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoter shall at its own option, may terminate this Agreement:

Provided that, Promoter shall give Notice of 15 (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 their 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, Promoter shall be entitled to terminate this Agreement;

PROVIDED FURTHER that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of 30 (Thirty) days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter after deducting there from applicable amount towards cancellation expenses and in such eventuality the Promoter shall be entitled to levy additionally Service Tax, GST, VAT etc. and deduct or adjust the same to be paid over to the Government and/or other concerned Authorities.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts to be provided by the Promoter in the buildings to be constructed on the Project Land and the Apartment as are set out in **Annexure-O** annexed hereto.

6. The Promoter shall give possession of the said Apartment to the Allottee on or before 31st day of December 2027. If the Promoter fails or neglects to give possession of the said Apartment to the Allottee on account of reasons beyond their control and of their agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by them in respect of the said Apartment with interest at the same rate as may be mentioned in the clause no.4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid;

PROVIDED THAT the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of the building in which the said Apartment is located 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.

7.1. **PROCEDURE FOR TAKING POSSESSION** - The Promoter, upon obtaining the Occupancy Certificate from TMC **in respect of the buildings in which the said Apartment is located** and the payment made by the Allottee as per this Agreement shall offer in writing the possession of the said Apartment to the Allottee in terms of this Agreement to be taken within **15 days** from the date of issue of such Notice and the Promoter shall give possession of the said Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees to pay the maintenance charges as determined by the Promoter or association or company of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 (Seven) days of receiving the Occupancy Certificate **of the buildings in which the said Apartment is located and/or with respect to the said Apartment.**

7.2 The Allottee shall take possession of the said Apartment within 15 (Fifteen) days of the written Notice from the Promoter to the Allottee intimating that the said Apartment is ready for use and occupancy.

7.3 FAILURE OF ALLOTTEE TO TAKE POSSESSION OF

[APARTMENT]: Upon receiving a written intimation from the Promoter as per Clause (7.1) above, the Allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings, **consent letters for further development of remaining plots** and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Clause (7.1) above, the Allottee shall continue to be liable to pay maintenance charges as applicable **from the date of grant of Occupation certificate.**

7.4 If within a period of 5 (Five) years from the date of handing over the said Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Apartment or the building in which the said Apartment is situate or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its 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 RERA and Rules made thereunder; **provided that if such defects are of minor nature and/or if the same have occurred due to any internal changes or alterations made by the Allottee in the said Apartment and/or any other allottee in the building in which the said Apartment is located, the Promoter shall not be responsible or liable to rectify the same and it shall be the liability and responsibility of the Allottee to carryout the same at his/her/their/its own cost and expense.**

8. The Allottee shall use the said Apartment or any part thereof or permit the same to be used only for purpose for which the **same is permitted as per the Rules and Regulations of TMC/Local Authorities** and shall use the said Parking Space only for purpose of keeping or parking vehicle.

9. **The Promoter at its discretion may form one common Society/Association/Company of allottees of the apartments in the said Tower No.1, Tower No.2 consisting of wing A & B and Tower 3 buildings or three separate Societies/Associations/Companies of allottees of the apartments in the said Tower No.1, Tower No.2 consisting of wing A & B**

and Tower 3 buildings. The Promoter shall be entitled to make federation of all societies in the Project Green Square. The Allottee along with other allottees of the apartments in the buildings shall join in forming and registering such one Society or Association or a Limited Company in said 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 such Societies or Associations or Limited Companies and for becoming a member, including the byelaws, rules and regulations, the Memorandum and/or Articles of Association, as the case may be, of such proposed Societies, Associations or Companies and duly fill in, sign and return to the Promoter within 7 (Seven) days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register such Societies, Associations or Companies. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws, rules and regulations 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 may be, or any other Competent Authority.

9.1 The Promoter shall, within 3 (Three) months of registration of the one or two or three separate Societies or Associations or Limited Companies of the buildings to be constructed on the Project Land, cause to be transferred to such Societies, Associations or Companies all the right, title and the interest of the Promoter in the structure of the buildings in which said Apartment is situated.

9.2 The Promoter shall, within 3 (three months) of completion of work of construction of the said wing B of Tower No.2 building and obtaining Occupancy Certificate/Completion Certificate in respect thereof and upon selling and transferring all the flats, shops, premises in the buildings to third parties and on formation and registration of one or two separate Societies, Associations or Companies of all the allottees of the apartments in the buildings constructed on the Project Land and putting all allottees in possession of their respective premises, cause to be transferred to such Societies, Associations or Companies as aforesaid, all the right, title and the interest of the Promoter in the Project Land by sale or granting lease in respect of the Project Land.

9.3 Within 15 (Fifteen) days after Notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupation, 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 the buildings constructed thereon namely local taxes, property charges/taxes, betterment charges or such other levies payable/to be paid to the local authorities, municipal authorities, other concerned authorities and/or Government as also the 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 the buildings constructed thereon. Until one or two separate Societies, Associations or Companies of the buildings constructed on the Project Land are formed and the buildings are transferred to one or two separate Societies, Associations or Companies, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional contribution of **Rs.40,000/-** towards the aforesaid outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until Conveyance Deed/Lease Deed to transfer the Project Land and Conveyance Deed to transfer the buildings constructed thereon is executed in favour of such Societies, Associations or Companies as aforesaid and thereafter the deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to such Societies, Associations or Companies, as the case may be. It is specifically made clear that the Allottee shall be bound to bear and pay all such local taxes, property charges/taxes, betterment charges or such other levies payable/to be paid to the local authorities, municipal authorities, other concerned authorities and/or Government as also the 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 buildings constructed thereon in proportion to the area of the said Apartment as determined by the Promoter from the date of receipt of intimation from the Promoter that the said Apartment is ready for use and occupation with Occupancy Certificate in respect thereof having been obtained.

10. At the time of registration of Conveyance Deed of the structure of the buildings and Lease Deed of the Project Land, the Allottee shall pay to the Promoter, the Allottee's share of Stamp Duty and Registration Charges payable, by the Societies, Associations or Companies on such Conveyance Deed and Lease Deed or any document or instrument of transfer in respect of the buildings. At the time of registration of Conveyance Deed of the buildings and Lease Deed of the Project Land, the Allottee shall pay to the Promoter, the Allottee's share of Stamp Duty and Registration Charges payable by the Societies, Associations or Companies on such Conveyance Deed and Lease Deed or any document or instrument of transfer the buildings and Project Land to be executed in favour of the Societies, Associations or Companies.

11. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the Project Land as declared in the Title Report annexed to this Agreement and have the requisite rights to carry out development upon the Project Land and also have actual, physical and legal possession of the Project Land for implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- iii. There are no encumbrances upon the Project Land or the Project;
- iv. There are no litigations pending before any Court of law with respect to the Project Land or Project **save and except disclosed on Rera website;**
- v. All Approvals, Licenses and Permits issued by the Competent Authorities with respect to the Project, the Project Land and buildings 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 buildings shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance

with all applicable laws in relation to the Project, Project Land, the buildings and common areas;

vi. The Promoter has the right to enter into this Agreement and have 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 Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the Conveyance Deed of the structure of the buildings and the Lease Deed of the Project Land to the Societies, Associations or Companies of the allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure of the buildings to such Societies, Associations or Companies;

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 Project to the Competent Authorities till possession of the building/s are handed over to the Societies, Associations or Companies of the allottees therein;

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 Project Land) has been received or served upon the Promoter in respect of the Project Land and/or the Project except those disclosed in the Title Report.

12. The Allottee or himself or itself or themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

i. To maintain the said Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the buildings in which the said Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the buildings in which the said Apartment is situated and the said Apartment itself or any part thereof without the consent of the Local Authorities, if required.

ii. Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the buildings in which the said Apartment 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 buildings in which the Apartment is situated, including entrances of the buildings in which the Apartment is situated and in case any damage is caused to the buildings in which the said Apartment is situated or the said Apartment 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 Apartment and maintain the said Apartment 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 buildings in which the said Apartment is situated or the said Apartment 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 Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the buildings in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment

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 buildings in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Apartment without the prior written permission of the Promoter and/or the Societies, Associations or Companies of the allottees in the buildings.

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 buildings in which the said Apartment 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 Apartment in the compound or any portion of the Project Land and the buildings in which the said Apartment is situated.

vii. Pay to the Promoter within 15 (Fifteen) days of demand by the Promoter his share of security deposit, costs, charges, expenses demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the buildings in which the said Apartment 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 said Apartment by the Allottee for any purposes other than for the purpose for which the same is sold.

ix. Not to erect or fix grills to windows, balconies, other openings in the said Apartment otherwise than the design and specifications finalized by the Promoter which have been made known to the Allottee.

x. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and until the Societies, Associations or Companies of the allottees in the buildings are formed and registered and the buildings are handed over to such Societies,

Associations or Companies as the case may be and if the Allottee transfers the said Apartment and said Parking Space to any third party before such time, the Allottee shall have to obtain written consent and no objection from the Promoter.

xi. The Allottee shall observe and perform all the rules and regulations which the Societies, Associations or Companies of the allottees of the buildings 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 buildings and the said Apartment 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 Societies, Associations or Companies of the allottees of the buildings regarding the occupancy and use of the Apartment in the buildings and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xii. Till a Conveyance Deed of the structure of the buildings and Lease Deed of the Project Land is executed in favour of Societies, Associations or Companies of the allottees in the buildings, the Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the buildings or any part thereof to view and examine the state and condition thereof.

xiii. Till a Conveyance Deed of the Project Land on which the buildings in which said Apartment is situated is executed in favour of Societies, Associations or Companies, the Allottee shall permit the Promoter and its 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.

13. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Societies or Associations or Companies or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

14. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment and buildings or any part thereof and/or of any part of the Project Land. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the structure of the buildings and the Project Land is transferred to the Societies, Associations or Companies or other body of the allottees in the buildings.

15. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement it shall not mortgage or create a charge on the said 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 said Apartment. It is however clarified that, the Promoters may avail project finance for the construction and development on the Said Property, by mortgaging the Said Property, development rights of the Promoters, receivables from the Purchasers and proposed construction on the Said Property. It is further clarified that, such mortgage shall always be subject to rights of the Purchaser with respect to Said Apartment.

16. 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 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 paid by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

17. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment, the buildings and/or the Project Land or any part thereof, as the case may be.

18. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

19. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

20. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA and/or the Rules and Regulations made thereunder and/or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

21. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottees in Project, the same shall be in proportion to the carpet area of the said Apartment to the total carpet area of all the apartments in the Project.

22. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

23. PLACE OF EXECUTION

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

24. The Allottee and/or Promoter shall present this Agreement as well as the Conveyance Deed and the Lease Deed as aforesaid at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

25. 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:

SHRI./SMT. _____, _____,

SHRI./SMT. _____, _____,

(Allottee's Address): _____

Notified Email ID: _____

**M/s Promoter name: M/S SQUAREFEET ENTERPRISES,
(Promoter Address): Green Square, Behind D Mart, Opp. Sanghavi
Hills, Kavesar, Thane(W) - 400615**

Notified Email ID: sales@greensquarethane.com

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

26. JOINT ALLOTTEES

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 which shall for all intents and purposes to consider as properly served on all such joint allottees.

27. The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

28. DISPUTE RESOLUTION: Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably the same shall be referred to the Regulatory Authority as per the provisions of RERA and Rules and Regulations, thereunder.

29. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts specified under RERA will have the jurisdiction for this Agreement.

30. The Promoter hereby agree and accept that even though Promoters shall be facilitating and making arrangement for various utility services such as water, electricity, drainage etc. the Promoter shall not be responsible for non supply or interrupted or defective supply of such services by the concerned competent authorities/institutions. The Allottee/s is/are accept/s and understand/s that since Promoters are not

the service provider of the said utility services, they cannot be held responsible for non supply or interrupted supply and/or defective supply as the case may be of the said services.

31. MACHINERY/EQUPMENTS

- 1) Machinery/equipments viz STP, Generator system, Mechanical Parking System, Lifts, Sub Station etc are manufactured by the some known brand having good reputation in the industry. They also come with warranty/Guarantee period and after the period of warranty/Guarantee, the organization of the Allottees in the Project will be bound to award maintenance contract to well known and reputed authorized service provider of the manufacturer. All machinery/equipment in spite of all precautionary measures may occasionally malfunction which cannot be avoided. The Allottee/s or its organization will not make any grievances about malfunctioning and will not hold Promoters responsible for such malfunctioning and any incidental loss or damages to the Allottee/s or anyone claiming through, by or under him.
- 2) Some of the equipments/amenities/facilities require regular maintenance service through authorized service provider to maintain it in proper condition. The organization of the Allottees in the Project will be responsible to award Annual Maintenance contract (AMC) to well known reputed authorized service provider of the equipment and to ensure that all consumable and spare parts of original equipments Manufacturer (OEM) are used and not any other substitute. If the organization of the Allottees in the Project fails to make AMC and/or replaces spare with other than OEM and said equipment get damaged, the Promoters will not be held responsible and liable for any damages to those equipments. Similarly, some of the equipments require regular operation maintenance and usage and if are left un operated/unused for long time it may start rusting and may become redundant and unusable, therefore the organization of the Allottees in the Project will have to ensure that it is regularly used inspected and serviced. If the organization of the Allottee in the Project fails to maintain the same as per maintenance manual, the Promoters will not be responsible or liable for non functioning and any loss or damages due to such non functioning. If such equipments remain unused and get damaged, defect liability of such equipments will become automatically null and avoid. All that is provided

hereinabove is applicable with respect to equipments and amenities provided in the Project such as Fire Prevention System, STP, DG Sets, OWC, Mechanical Parking, Lifts & Sub Station etc.

3) The organization of the Allottee in the Project shall at its own cost renew and maintain all Annual maintenance Contract(AMC) of all equipments viz. D.G Mechanical Parking System, Lift, STP, Fire Fitting System, OWC etc. and all other amenities provided to the Project from the well known reputed authorized service providers. If the organization of the Allottee in the Project fails to renew any of the AMC and those equipments suffer damages the Promoters shall not be held responsible for any loss of life of property or damage or any untoward incident ensuing there from and it will be only the Allottees in the Project and/or their organization shall be responsible and liable for the same and the Promoters shall have absolutely no liability whatsoever in that behalf.

32. The Allottee hereby agrees and undertakes that he will not do or omit to do any act which would damage said Apartment and/or any part of the building in which the same is situate and/or the said Project in general and/or any machinery/equipments provided in the said Project and/or the buildings therein and/or the other Allottees in the Project and/or the Promoters and the Allottee does hereby indemnify, keep indemnified, harmless and defended the Promoters against all costs, expenses, charges and damages ensuing there from.

33. The Allottee shall on or before delivery of possession of the said Apartment pay to the Promoter Service Tax, VAT, LBT, GST any other future levies/taxes) taxes as applicable from time to time with respect to sale and allotment of the said Apartment to the Allottee and also with respect to payments mentioned hereinbefore in respect thereof.

34. It is specifically agreed and understood that aforesaid amounts shall be paid by the Allottee to the Promoter to defray the cost, expenses, charges etc. made and/or may be required to be incurred by the Promoter from time to time and hence if there is any additional cost, expenses, charges etc. required to be paid in these regards, the Allottee shall be liable to pay the same when demanded. It is made clear and specific that the Promoter shall not be under obligation to maintain separate account in these regards, nor liable to give account thereof to

the Allottee hereto, nor the Allottee shall be entitled to demand the same.

35. The Promoter shall, only after completing the construction of the buildings in which the said Apartment is situated as per the said Approved Plans & Commencement Certificate and/or as per the revised/amended plans with the use and utilization of floating FSI/TDR and all other benefits which are got approved by the Promoter from concerned Authority from time to time as stated hereinabove and after obtaining Occupancy Certificate or Completion Certificate in respect of buildings and only upon selling and transferring all the flats, shops, premises in the buildings and formation and registration of the Societies, Associations or Companies of all allottees of the premises in the buildings, cause to be sold, transferred, given, assigned and conveyed to such Societies, Companies or Associations the buildings (excluding the stilt, basement and podium meant for parking) together with all the right, title, claim and interest in the Project Land by executing necessary Deed of Conveyance and/or any other deed/document or at the discretion of the Promoter cause to be demised by way of lease the Project Land by executing Lease Deed and/or any other deed/document in favour of such Societies, Companies or Associations and time for execution of such Deed of Conveyance with respect to the buildings and Lease Deed with respect to Project Land or any other deed/document of transfer in the manner as aforesaid shall arrive only after the entire development of the Project in the manner stated herein is completed by the Promoter in all respects. The Allottee shall also not be entitled to demand such Conveyance Deed or Lease Deed until such time.

36. The Promoter is intending to construct Club house facility on the said Entire Land. The Allottee does hereby agree to be a member of the Club House facility and agrees to pay the usage charges as may be framed from time to time by the Promoter and/or at the instance of the Promoter by operator(s) of Club House Facility. The right to use the Club House Facility shall be personal to the persons who are for the time being owners of the apartments in the buildings to be constructed on the said Entire Land and shall not be transferable in any manner to any third person or party whatsoever. In the event the said Apartment is sold by the Allottee then the Allottee shall be deemed to have transferred

the right to utilize the said Club House Facility to the transferee of the said Apartment. However, it is clarified that the Promoter shall be entitled to grant membership rights to such person(s) as they may deem fit, subject to such person being holder/owner/occupants of the apartment in the buildings to be constructed on the said Entire Land and the Allottee shall not be entitled to object to the same. The Allottee shall be obliged to pay the charges, if any, levied by the operator of the Club House Facility for service(s) availed of by the Allottee or any other charges as applicable, if any, and the same shall be non-refundable. The members of C1, C2 & C3 and A & B Co-operative Housing Society i.e the completed buildings shall be entitled to use the common amenities like Garden, Swimming Pool, Club House etc. Subject to payment applicable charges by respective members and/or C1,C2 & C3 and A & B Co-operative Housing Society as the case may be along with flat purchasers of all the buildings to be constructed on said Entire Land; The Promoter shall be entitled to collect the charges from the every purchaser.

FIRST SCHEDULE REFERRED TO HEREINABOVE **(Larger Land)**

The Land admeasuring 20952.33 sq.mtrs bearing (i) an area admeasuring 14685 sq.mtrs. Survey no.170/4/A, (ii) an area admeasuring 1747.82 sq.mtrs. out of the Survey No.168, (iii) an area admeasuring 3580 sq.mtrs. Survey no.169/4/D and (iv) an area admeasuring 939.31 sq.mtrs. out of Survey no.166/31 lying being and situate at Village Kavesar, Tal. & Dist. Thane and within the limits of Thane Municipal Corporation (**TMC**).

SECOND SCHEDULE REFERRED TO HEREINABOVE **(Developed Land)**

A part portion of Larger Land admeasuring 7059.91 sq.mtrs. out of the said Larger Land which is more particularly described in the First Schedule written hereinabove, developed by the Promoter by constructing 5 residential building thereupon and Occupation Certificate pertaining to these 5 buildings obtained by the Promoter,

lying being and situate at Village Kavesar, Tal. & Dist. Thane and within the limits of Thane Municipal Corporation (**TMC**).

THIRD SCHEDULE REFERRED TO HEREINABOVE
(Entire Land/Developable Land)

The part portions of the said Larger Land admeasuring 13892.42 sq.mtrs forming Survey Nos. 166/31, 168, 169/4/D and 170/4/A lying being and situate at Village Kavesar, Tal. & Dist. Thane and within the limits of Thane Municipal Corporation (**TMC**).

FORTH SCHEDULE REFERRED TO HEREINABOVE
(Project Land)

The part portions admeasuring 727.03 sq.mtrs of the said Entire Land described in the Third Schedule hereinabove written lying being and situate at Village Kavesar, Tal. & Dist. Thane and within the limits of Thane Municipal Corporation (**TMC**).

FIFTH SCHEDULE REFERRED TO HEREINABOVE
(Apartment)

The Residential Flat/Premises bearing No._____ having Carpet area _____ sq.mtrs. i.e. _____ sq.ft. on _____ Floor in the said Wing B of Tower No.2 being constructed on the Project Land.

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

SIGNED SEALED & DELIVERED by)

the with named **PROMOTER**)

M/S SQUAREFEET ENTERPRISES)

Through its Authorized Partner)

SHRI _____)

in the presence of.....)

1.

2.

SIGNED AND DELIVERED by the)
within named **ALLOTTEE**)

Shri/Smt./M/s. _____)

Shri/Smt./M/s. _____)

in presence of)

1.

2.

Housiey.com

R E C E I P T

RECEIVED of and from within named **ALLOTTEE** the sum of
Rs. _____/- (Rupees _____

only) being the
within mentioned part payment of the agreed price/consideration.

Rs. _____/-

I SAY RECEIVED,

WITNESSES:-

1.

2.

For M/S SQUAREFEET ENTERPRISES

**(Authorized Partner)
(PROMOTER)**