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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Thane this _____ day of _____ in the Christian Year Two Thousand _____ (20____);

BY AND BETWEEN

SHREE MALLINATH ENTERPRISE LLP, Pan No. **ABKFS2934C** duly registered under the provisions of Limited Liability Partnership Act, 2008, having its administrative office at 309-312, Centrum IT Park, Next to Satkar Grand, Opp. Railadevi Talao, Wagle Estate, Thane(W) - 400604, through its Partner and Authorised Signatory Mr. _____ hereinafter referred to as the **“PROMOTER/DEVELOPER”** (which expression shall unless it be

repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being constituting partner, their survivors or survivor and the heirs, executors, administrators and assigns of the last surviving partner) of the **FIRST PART**;

AND

(1) SHRI./SMT. _____,

PAN No. _____, Age _____ years, and

(2) SHRI./SMT. _____,

PAN No. _____, Age _____ years, and Indian Inhabitants,
having _____ address _____ at

hereinafter referred to as the **“ALLOTTEE/PURCHASER”** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/her /their heirs, executors, administrators and assigns/ 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 **SECOND PART**;

WHEREAS:

A. M/s. Money Magnum Constructions (formerly known as M/s. National Dyes) (hereinafter referred to as **“Owner”**) a partnership firm, registered under the provisions of the Indian Partnership Act, 1932 with the Registrar of Firms, Mumbai (Maharashtra) under number B-117444; and having its principal place of business at Godrej Coliseum, A-Wing 1301, 13th Floor, Behind Everard Nagar, Off Eastern Express Highway, Sion-East, Mumbai, 400022, Maharashtra, India are the holders and owners of all that piece and parcel of land and ground admeasuring 5,237 square meters and forming part of the land bearing Survey Nos. 37/10 and 38/1 both of Village Dhokali, Taluka & District Thane, and as more particularly described in the Schedule hereunder written and marked with Red Colour boundary line in the Plan as **“Annexure - A”** (hereinafter referred to as **“the Project Land”**).

B. The Promoter/Developer is entitled to undertake the development of the said Project Land by putting up construction of multistoried building

(other than the Excluded Commercial Portion) hereinafter referred to as **“the Project Building”**.

- C. The Excluded Commercial Portion to be situated on the Ground and First floor of Building No. 21 comprising of various Shop/Office Premises and which shall be retained by the Owner for itself and/or to be sell and transfer to Third Party Allottees/purchasers admeasuring 2368.59 sq. mtrs FSI (hereinafter referred to as **“Excluded Commercial Portion”**).
- D. The Project Land forms a part of a larger layout of development implemented by the Owners on the larger parcel of land admeasuring approximately 90,607.52 square meters or thereabouts and bearing various survey numbers all of Village Dhokali, Taluka and District Thane and lying, being and situate at Kolshet Road, Thane as per the following details:
- i. Land bearing Old Survey Nos. 283A, 283B and New Survey Nos. 37/1, 37/2, 37/3, 37/4, 37/5, 37/6, 37/7, 37/8, 37/9, 37/10, 37/11, 37/12, 37/13, 38/1 and 38/2 admeasuring in the aggregate 85,300.00 square meters or thereabouts (hereinafter referred to as **“the First Land”**);
 - ii. Land bearing Old Survey Nos. 146/1, 146/2 (part) and 146/2 (part) and New Survey Nos. 36/1, 36/2A, 36/2B admeasuring in the aggregate, 1,947.52 square meters or thereabouts (hereinafter referred to as **“the Second Land”**); and
 - iii. Land bearing Old Survey Nos. 147/2, 163/2 and New Survey Nos. 10/2, 27/2A admeasuring 3,360.00 square meters or thereabouts (hereinafter referred to as **“the Third Land”**).
- E. The First Land, the Second Land and the Third Land together form a contiguous parcel of land admeasuring 90,607.52 square meters or thereabouts (hereinafter collectively referred to as **“the Gross Larger Land”**). Out of the Gross Larger Land, certain areas earmarked for various reservations under the applicable Development Plan for Thane, 1994 admeasuring approximately 28,524.00 square meters or thereabouts, have been handed over by the Owners to the Thane Municipal Corporation (hereinafter referred to as the **“TMC”**) and such area is now vested with the TMC; and accordingly, the Owners were entitled to the balance portion admeasuring 62,083.52 square meters

out of the Gross Larger Land (hereinafter referred to as “**the Net Larger Land**”).

F. The Owners have acquired and hold the Net Larger Land in the following manner:

i. **First Land**

a) By and under an Order bearing Reference No. LND 8051 dated 19th February, 1957 read with an Order dated 28th February, 1959 bearing Reference No. CB/LND/8051 passed by the Collector of Thane, the Collector has granted the First Land in the Owners’ favour (then being a sole proprietary concern of one Mr. M. V. Mazumdar, and known as M/s. National Dyes) in the manner and on the terms and conditions as stated therein (hereinafter referred to as “the said Grant”);

b) By and under an Indenture of Right of Way dated 18th January, 1969, executed between Mr. M. V. Mazumdar, being the then sole proprietor of National Dyes of the First Part and Kamla Gurcharandas of the Second Part and registered with the office of the Sub-Registrar of Assurances, Bombay under no. 321 of 1969, the said Mr. M. V. Mazumdar has granted unto Kamla Gurcharandas, a right of way over a strip of land or passage 30 feet wide and situated on the First Land and identified on the plan annexed thereto (hereinafter referred to as “the Passage”), for the purpose of ingress to and egress from all that piece and parcel of land, situate, lying and being at Balkum Village admeasuring 3,111.031 square meters bearing Survey No.165, Hissa No.2 which adjoins the said land, as described in the Second Schedule thereto (hereinafter referred to as “Adjoining Land”), for the consideration and in the manner as stated herein. The Passage forms part of the First Land;

c) By and under its Letter dated 5th February, 1990, bearing Reference No. Revenue/Desk-1/T-7/NAP/SR, the Collector, Thane granted M/s. National Dyes, a permission for change of user from Industrial to residential purpose on the terms and conditions as stated therein;

d) By and under its Letter dated 13th February, 2004, bearing Reference No. DCL/Thane/VSSY/2004 addressed by the Deputy

Labour Commissioner (Thane) to M/s. National Dyes, it was recorded that 35 workmen were employed in the factory on the First Land, was closed in the year 1974 because of financial/economic reason. No dispute or complaint with respect to the legal dues of the workers and no dispute of any nature was pending in the office of the Labour Commissioner;

- e) By and under its Letter dated 21st February, 2004 bearing reference No. JDI/MMR/MISC/Z-I/ National Dyes/2004/3141 addressed by the Joint Director of Industries (MMR) to M/s. National Dyes, the Joint Director of Industries recorded that the industry on the First Land was closed from year 1974 and additionally also noted the closure of the unit of M/s. National Dyes on the First Land;
- f) A dispute had arisen between the office of the Collector and M/s. National Dyes with regard to the computation of unearned income under the said Permission. Being aggrieved, the Owners and Mr. Kishor N. Shah, filed a Writ Petition bearing no.2856 of 2005 before the Bombay High Court against (i) State of Maharashtra (ii) the Collector, Thane and (iii) Town Planning and Valuation Department. Pursuant thereto, M/s. National Dyes has made payment of the sum of Rs.58,61,711/-, towards the full and final balance payment, under protest to the Tahsildar, Thane. It is reflected from the demand notice dated 25th February, 2005 that the Owners have also earlier paid an amount of Rs.5,35,789/- towards unearned income. By and under an order dated 11th January, 2008 passed by the Hon'ble High Court, the Writ Petition was disposed of with the directions as stated therein;
- g) The office of the Collector, Thane has by and under a Letter dated 16th August, 2007 bearing Reference no. KRA/Mahsool/K-1/T-1/Land/Vashi-37592, directed that as M/s. National Dyes had paid 50% of the unearned income in accordance with the said Permission, Condition no.4 of the grant of the First Land (as stated in Recital D (i) (a) above) stood deleted. These directions have been upheld by the revenue minister vide his Order dated 17th November, 2008.

ii. **Second Land**

- a) By and under an Indenture of Sale dated 1st June, 1988 executed by and between (i) Jyoti Amrish Barkule; (ii) Shraddha Naraindas Vashist; (iii) Archana Anil Oturkar, the daughters of Nandlal Ramdas Gujral (Vendors therein), of the One Part and Naraindas Chandandas Vashist (Purchaser therein) of the Other Part and registered with the Sub-Registrar of Assurances at Thane under no.4156 of 1988; Jyoti Amrish Barkule, Shraddha Narain Vashist and Archana Anil Oturkar conveyed the Second Land in favour of Naraindas Chandan Vashist, for the consideration and in the manner as stated therein;
- b) By and under Deed of Rectification dated 9th August, 1988 executed by and between (i) Jyoti Amrish Barkule; (ii) Shraddha Naraindas Vashist; (iii) Archana Anil Oturkar (Vendors therein) of the First Part, Shraddha Naraindas Vashist (the Confirming Party therein) of the Second Part and Naraindas Chandandas Vashist (Purchaser therein) of the Third Part, the Indenture of Sale dated 1st June, 1988 was subsequently modified to read that an undivided 2/3rd interest of the Second Land belonging to Jyoti Amrish Barkule and Archana Anil Oturkar, was conveyed to Naraindas Chandandas Vashist (Purchaser therein). It was clarified that, Shraddha Naraindas Vashist was and shall continue to be the owner of her undivided 1/3rd interest in the Second Land jointly with Naraindas Chandandas Vashist, who shall be the owner of 2/3rd share in the Second Land. This Deed of Rectification has not been registered;
- c) By and under a Deed of Conveyance dated 30th November, 1988 executed by and between (i) Mrs. Shraddha Naraindas Vashist; (ii) Naraindas Chandandas Vashist (therein referred to as Vendors) of the One Part and the then Trustees of the D. K. Family Trust (hereinafter referred to as "said Trust") (therein referred to as the Purchasers) of the Other Part and registered under no. TNN-1/7130 of 2006, (i) Shraddha Naraindas Vashist and (ii) Naraindas Chandandas Vashist conveyed their respective undivided right, title and interest in the Second Land to the Purchasers therein for the consideration and on the terms and conditions as contained therein.

- d) By and under Letter dated 26th December, 1988 addressed by Shraddha Naraindas Vashist and Naraindas Chandandas Vashist to the said Trust, it was stated that Shraddha Naraindas Vashist and Naraindas Chandandas Vashist would hand over the originals of the following documents as and when received by them to the said Trust (a) Original Deed of Conveyance dated 1st June, 1988 bearing Registration No. 4156 of 1988 executed between (i) Jyoti Amrish Barkule; (ii) Shraddha Naraindas Vashist, (iii) Archana Anil Oturkar of the One Part and Naraindas Chandandas Vashist of the Other Part and (b) Original Deed of Rectification dated 9th August, 1988 executed between (i) Jyoti Amrish Barkule; (ii) Shraddha Naraindas Vashist, (iii) Archana Anil Oturkar of the First Part, Shraddha Naraindas Vashist of the Second Part and Naraindas Chandandas Vashist of the Third Part. The Deed of Conveyance dated 1st September, 2006 executed between the said Trust through its Trustees (Vendors therein) of the One Part and National Dyes (Purchasers therein) of the Other Part (as stated below) provides that, (1) the Original Deed of Conveyance dated 1st June, 1988 bearing Registration No. 4156 of 1988 as detailed hereinabove and (2) the Certified True Copy of Deed of Rectification dated 9th August, 1988 as detailed hereinabove have been handed over to National Dyes.
- e) By and under a Deed of Conveyance dated 1st September, 2006 (unregistered) executed between the said Trust, through its Trustees, Kishor Shah and Vimal Shah (Vendors therein) of the One Part and M/s. National Dyes (Purchasers therein) of the Other Part, the Trustees therein, sold, transferred and conveyed the Second Land to M/s. National Dyes for the consideration and in the manner as provided therein. The Deed of Conveyance records that (a) the Second Land is land locked and there is no independent access to the Second Land (b) the Second Land falls within the District Centre Reservation and (c) the Second Land falls in second belt of the chemical zone from the Bayer Compound.
- f) By and under an Irrevocable General Power of Attorney dated 1st September, 2006 executed by the said Trust, through its trustees pursuant to Deed of Conveyance dated 1st September, 2006 appointed Nainesh Shah, partner of M/s. National Dyes to act on

- its behalf and undertake such acts in respect of Second Land as set out herein. The Power of Attorney conferred power to inter-alia transfer the Second Land and undertake various actions for redevelopment of the Second Land;
- g) By and under an Administrative Power of Attorney dated 31st October, 2006, executed by the said Trust, through its trustees in favour of Nainesh Shah, partner of M/s. National Dyes, pursuant to the Deed of Conveyance dated 30th November, 1988, the said Trust appointed Nainesh Shah to perform various acts, inter-alia, for development of the Second Land;
- h) By and under a Deed of Confirmation dated 2nd May, 2008 executed by the said Trust, through its trustees (Vendors therein) of the First Part and M/s. National Dyes (Purchaser therein) of the Other Part and registered before the Sub-Registrar of Thane under no.3757 of 2008, the Parties therein modified certain terms of the Deed of Conveyance dated 1st September, 2006 and also confirmed the same as stated therein and also registered the Deed of Confirmation with the Deed of Conveyance dated 1st September, 2006 annexed thereto;
- i) By and under a Deed of Confirmation dated 2nd May, 2008 executed by the said Trust, through its trustees (Vendors therein) and M/s. National Dyes (Purchasers therein) and registered with the Sub-Registrar of Assurances at Thane under no. 3758 of 2008, the parties confirmed the Irrevocable General Power of Attorney dated 1st September, 2006 and recorded that National Dyes is in exclusive occupation, possession and enjoyment of the Second Land. The Irrevocable General Power of Attorney dated 1st September, 2006 was annexed to Deed of Confirmation;

iii. **Third Land**

- a) By and under a Deed of Conveyance dated 4th November, 1946 executed between Bhikchand Hansaji Sheth (therein referred to as the Seller) and Mrs. Manorama Subharao Tonsekar (hereinafter referred to as “**Manorama Tonsekar**”) (therein referred to as the Purchaser) and registered at the Sub-Registrar of Assurances, Thane under no.773 of 1946, Bhikchand Hansaji

Sheth sold inter-alia the Third Land to Manorama Subharao Tonsekar for the consideration as stated therein.

- b) By and under a General Power of Attorney dated 25th January, 1995 (hereinafter referred to as “**the First POA**”) executed by Manorama Tonsekar in favour of one Krishnakumar Gurunath Hermady (hereinafter referred to as “**Krishnakumar**”), Manorama Tonsekar constituted and appointed Krishnakumar to act as her constituted attorney and undertake such acts interalia in respect of the said Third Land, as set out therein.
- c) By and under an Agreement dated 19th May, 1998 executed between Manorama Tonsekar (through her Constituted Attorney, Krishnakumar) (therein referred to as the Owner) of the One Part and (i) Jayshree Ramesh Mehta and (ii) Ramesh Amrutlal Mehta (hereinafter referred to as “**the said Mehtas**”) (therein referred to as the Developers) of the Other Part, the Owner therein agreed to grant to the said Mehtas, development rights to develop the Third Land for the consideration and on the terms and conditions as stated therein. The Development Agreement is not registered. The Third Land has been delivered to the said Mehtas by Krishnakumar vide a Possession Receipt dated 19th May, 1998.
- d) By and under an Irrevocable General Power of Attorney (hereinafter referred to as “**the Second POA**”) dated 19th May, 1998 executed by Manorama Tonsekar (through her Constituted Attorney), Manorama Tonsekar appointed the said Mehtas to act jointly and/or severally with respect to the acts, deeds, matters and things as set out therein with respect to the development of the Third Land;
- e) By and under a Deed of Declaration dated 29th June, 2004 executed by the said Mehtas and registered at the office of the Sub-Registrar of Assurances, Thane under no.4794 of 2004, the said Mehtas confirmed the execution of the Agreement dated 19th May, 1998 and also annexed the Agreement dated 19th May, 1998 and the First POA to the Deed of Declaration dated 29th June, 2004;
- f) By and under a Deed of Declaration dated 29th June, 2004 executed by the said Mehtas and registered at the office of the

Sub-Registrar of Assurances, Thane under no. 4795 of 2004, the said Mehtas confirmed the execution of the Second POA which was annexed to the aforesaid Deed of Declaration dated 29th June, 2004.

- g) By and under a Deed of Declaration dated 17th November, 2004 executed by (i) Laxman Barku Patil, (ii) Yashwant Laxman Patil (iii) Sitaram Laxman Patil and registered with the Sub-Registrar of Assurances, Thane under no.8217 of 2004, it has been recorded that (i) Laxman Barku Patil (ii) Yashwant Laxman Patil, (iii) Sitaram Laxman Patil were the tenants of Manorama Tonsekar in respect of the Third Land and they had no objection to the grant of development rights in favour of Mehtas. (i) Laxman Barku Patil, (ii) Yashwant Laxman Patil and (iii) Sitaram Laxman Patil further confirmed that they no longer have any right, title or interest in the Third Land in the manner as stated therein and confirmed having handed over possession of the Third Land to the said Mehtas.
- h) By and under an Agreement dated 11th July, 2005, executed between the Mehtas (therein referred to as the Vendors) of the One Part and M/s. National Dyes (therein referred to as the Purchasers) of the Other Part and registered at the office of the Sub-Registrar of Assurances, Thane under no.5333 of 2005, the said Mehtas agreed to inter-alia sell, transfer and grant development rights with respect to the Third Land, along with all benefits of any nature whatsoever in the Agreement dated 19th May, 1998, the Declarations as stated in Recitals D (iii) e, f and g above, unto and in favour of National Dyes for the consideration and on the terms and conditions as contained therein.
- i) By and under Power of Attorney dated 11th July, 2005 executed by the said Mehtas in favour of the partners of National Dyes and registered with the Sub-Registrar of Assurances under no. 590 of 2005, the Mehtas have, in exercise of powers of substitution vested in them under the Second POA granted to the said partners jointly and/or severally to do various acts, deeds, matters and things as set out therein.
- j) By and under Declaration dated 11th July, 2005, the Mehtas have recorded and confirmed that (a) original and/or copy of the

Conveyance dated 4th November, 1946, executed by Bhikchand Sheth in favour of Manorama Tonsekar in respect of the Third Land is not available with them and that they have not deposited the same with any bank or financial institution or private parties and have not created any third party rights in respect thereto and (b) they confirmed agreement to sell and grant of development rights of Third Land to the said firm (National Dyes) and have granted indemnity to National Dyes in the event of their representations being false and/or inaccurate.

k) By and under letter dated 30th December, 2005, the said Mehtas have acknowledged receipt of the full payment of the consideration under the Agreement dated 11th July, 2005 executed between the Mehtas (therein referred to as the Vendors) of the One Part and M/s. National Dyes (therein referred to as the Purchasers) of the Other Part and registered at the office of the Sub-Registrar of Assurances, Thane under no.5333 of 2005;

l) By and under Deed of Conveyance dated 30th March, 2009 executed between Manoramabai Tonsekar (through her constituted attorney) (therein referred to as the Vendor), the Mehtas (through their constituted attorney Mr. Kishor Shah) (therein referred to as the Confirming Party) and M/s. National Dyes (therein referred to as Purchaser) and registered with the Sub-Registrar of Assurances under no. 2578 of 2009, Manoramabai Tonsekar sold, conveyed and transferred the Third Land to National Dyes and the Mehtas confirmed the same, for the consideration and in the manner as stated therein.

G. Initially, M/s. National Dyes was sole proprietary concern of Mr. M. V. Mazumdar and thereafter the said proprietary concern was converted to a partnership firm and thereafter the name of the firm was changed to M/s. Money Magnum Constructions. The Copy of the same is attached herewith and marked as **“Annexure - B”**;

H. The Additional Collector and Competent Authority, Thane had, under section 20 of the Urban Land (Ceiling and Regulation) Act, 1976 (hereinafter referred to as **“the ULC Act”**) passed the following orders subject to the terms and conditions as stated therein:

- i. Surplus vacant land of 25,433.91 square meters from the First Land is exempted vide Order bearing reference no. ULC/TA/ATP/WSHS 20/S.R. – 1437 dated 25th June, 2004 (hereinafter referred to as “**First ULC Order**”)
- ii. Order bearing reference no. ULC/TA/ATP/WSHS 20/S.R. – 1647 dated 31st July, 2006 (hereinafter referred to as “**Second ULC Order**”) and;
- iii. Surplus vacant land of 2,594.50 square meters in respect of Third Land is exempted, vide Order bearing reference no. ULC/TA/ATP/WSHS 20/S.R. – 1644 dated 31st July, 2006 (hereinafter referred to as “**Third ULC Order**”);

The First Order, Second Order and Third Order are hereinafter collectively referred to as “**the ULC Orders**”.

- I. The said ULC Orders contemplated a scheme (hereinafter referred to as “**ULC Scheme**”) to be implemented on the First Land and the Third Land, as per certain conditions which were been laid down in the ULC Orders, which were to be complied with by the person undertaking the Scheme. In compliance thereof, it was proposed in the ongoing submissions with TMC referred to in Recital N (viii), to set-aside and reserve 4 Units in Building No. 14 and 32 Units in Building No. 21 (hereinafter referred to as “**the ULC Reserved Constructed Area**”).
- J. The Plans pertaining to the development of net larger land were revised from time to time and subsequently approved by the TMC along with the Development Permission dated 21st June, 2017 wherein the ULC Reserved Constructed Area were shown to be reserved/provided in the building no. 14 and the Proposed Building no. 21.
- K. On or about 28th November, 2007 the State Legislature (Maharashtra) has passed the necessary Resolution under Article 252 (2) of the Constitution of India for adoption of the Urban Land (Ceiling and Regulation) repeal Act, 1999 (hereinafter referred to as “the Repeal Act”); and accordingly, the ULC Act stood repealed in the State of Maharashtra.
- L. The name of the Owners appears on the 7/12 extracts in the kabjedar (holder) column as the holder of the land bearing Survey Nos. 37/10 and land bearing Survey No. 38/1 both of Village Dhokali, Taluka &

District Thane i.e the Project Land. The Copies of 7/12 extracts are attached herewith and marked as **“Annexure - C”**;

M. Thereafter on an application made to the competent authority under ULC Act in accordance with the Government Resolution dated 1st August, 2019 issued by the Government of Maharashtra for exemption under Section 20 of ULC Act, the Collector & Competent authority issued 3 (three) Demand Letters viz. 2 (two) dated 28th August, 2023 and 1 (one) dated 12th September, 2023 thereby demanding the payment of one-time premium (hereinafter collectively referred to as “the Demand Letters”). As mutually agreed between the Parties hereto, the Promoter/Developer has paid to the aforesaid one-time premium and the Collector & Competent Authority ULC has issued 3 (Three) Orders in favor of the Owners; The Copies of the ULC Orders are attached herewith and marked as **“Annexure - D”**;

N. As regards the existing status of the Net Larger Land:

- i. A layout for the development of the Net Larger Land was initially sanctioned by the TMC on 7th May, 2004 (hereinafter referred to as “the said Initial Layout”). According to the said Initial Layout, the certain plots of land, earmarked therein as Sub Plot E (admeasuring 3,540 square meters or thereabouts), Sub Plot F (admeasuring 11,352.58 square meters or thereabouts) and part of Sub Plot C (admeasuring 1,064 square meters or thereabouts) were earmarked for amenity open space (Sub Plot E), naturally subdivided separate plot (Sub Plot F), land to be handed over to Maharashtra State Electricity Distribution Company Limited (part of Sub Plot C), respectively, out of which, Sub Plot E and Part of Sub Plot C have been handed over by the Owners to the TMC and the Maharashtra State Electricity Distribution Company Limited, respectively.
- ii. On Sub Plots A and C, the Owners have already constructed 13 residential buildings having different names and different floor areas and floors and that the occupiers of premises have already formed themselves into various co-operative societies. Besides, the Owners have also constructed on the said Plots a Podium for parking with a Club House there on; and a Shop Block comprising Five Shops are as under:

S N	Bldg No.	Sub Plot	Society Name	Building Name	No. of Floors
1	1	A	Everest World Basil Co-operative Housing Society Limited	Basil	Stilt + 12
2	2	A	Thyme bldg. No.2 Co-operative Housing Society Limited	Thyme	Stilt + 18
3	4	A	Bluebell (bldg. No.4 Co-operative Housing Society Limited	Blue Bell	Stilt + 12
4	5	A	Gardenia (bldg. No.5 Co-operative Housing Society Limited	Gardenia	Stilt + 20
5	6	A	Everest World Morning Glory Co-operative Housing Society Limited	Morning Glory	Stilt + 18
6	7	A	Juniper 7 Co-operative Housing Society Limited	Juniper	Stilt + 20
7	8	A	Everest World Tulip Co-operative Housing Society Limited	Tulip	Stilt + 20
8	9	A	May Flower 9 Everest World Co-operative Housing Society Limited	Mayflower	Stilt + 20
9	10	A	Clover Everest World Co-operative Housing Society Limited	Clover	Stilt + 20
10	11	A	Woodbine Everest World Co-operative Housing Society Limited	Woodbine	Stilt + 20
11	12	A	Drewberry Everest World Co-operative Housing Society Limited	Drewberry	Stilt + 20
12	17	C	Aspen Building No.17 Co-operative Housing Society Limited	Aspen	Stilt + 20
13	18	C	Lavender Co-operative Housing Society Limited	Lavender	Stilt + 28

- iii. As regards construction of certain further buildings on Sub Plots A and F, the Owners have entered into a Development Agreement dated 12th August, 2013 executed with the M/s. Vijay Associates (Wadhwa) (hereinafter referred to as “**Wadhwa**”), which is registered with the office of the Sub-Registrar of Assurances at Thane under no. 5880 of 2013, whereby the Owners have granted development rights to and in favour of Wadhwa and has thereby authorised Wadhwa to put up construction of various buildings on a portion of the Net Larger Land the land admeasuring in the aggregate 15,241.60 square meters (viz. part of Sub Plot A admeasuring 7,753.09 square meters and Sub Plot F admeasuring 7,488.51 square meters) at and for the consideration and on the other terms and conditions more particularly contained therein.
- iv. In pursuance of the said Development Agreement dated 12th August, 2013, Wadhwa has completed construction of 5 (five) buildings viz. Building Nos. 14, 15, 16, 19 and 20 on the Wadhwa Development Land and the entire development potential that Wadhwa was permitted to consume on the Wadhwa Development Land is consumed in the course of construction of the aforesaid 5 (five) buildings; and TMC has issued the occupancy certificates in respect of the aforesaid 5 (five) buildings.
- v. Pursuant to the approval of the Initial Layout, further amended layout plans have from time to time been approved by the TMC viz. on various dates, showing the construction of various buildings on the Net Larger Land.
- vi. The construction of the Club House is completed and the occupancy certificate in respect of the Club House has been issued by the TMC on or about 20th Dec 2023. It is clarified that the said Club House is common to the entire layout of development and all occupants/holders of premises in each of the buildings in the Layout will be entitled to use the Club House and the facilities in the Club House. It is the responsibility of the Owner that Club House facility shall be available for the beneficial use and enjoyment of the Allottee/Purchaser of the Flats in the Project buildings to be constructed on the Project Land. The up-gradation or improvement work of the existing Clubhouse shall be carried out by the

Promoter/Developer, and the costs towards the up gradation/improvement shall be borne by the Promoter/Developer.

vii. As per the Amended Building Permission & Plans Approval received from the TMC on or about 21st June, 2017; reflects construction of a building referred to therein as 'Building No. 21' comprising of 4 (four) wings viz. Wing A, Wing B, Wing C and Wing D, on a portion of the Sub Plot A;

viii. However the Owner again submitted revised Plan with Thane Municipal Corporation by availing certain benefits of the Project Land and TMC issued Commencement Certificate under VP No. SO/0105/16/TMCB/TDD/0039/(P/C)/2023/Auto dated 19/12/2023 permitting construction of Building no.21 (Wing A) (Lower Ground+ Upper Ground/stilt+1st Floor/Stilt+1st floor/stilt+2nd floor to 17th floor) Building no.21 (Wing B & C)- (Lower Ground + Upper Ground/Stilt+1st floor/stilt+2nd floor), the Copy of Commencement Certificate is attached herewith and marked as **"Annexure - E"**;

O. The Owner intending to grant redevelopment rights of the Project Land to the Suitable Promoter/Developer and hence the Owner and the Promoter/Developer had discussions and negotiations whereby the Owner vide Registered Development Agreement dated 23/01/2024 registered under serial no.TNN-1/542/2024 granted the development rights of the Project land particularly with the construction of sanctioned Building No. 21 to the Promoter/Developer herein for the Consideration and upon the terms and conditions contained therein. Pursuant to the execution of Development Agreement, the Owners also executed Power of Attorney dated 23/01/2024 registered under serial no.TNN-543/2024 in favor of partners of the Promoter/Developer. The Copy of Index II of the Development Agreement is attached herewith and marked as **"Annexure - F"**;

P. Pursuant to grant of Development Rights the Promoter/Developer and the Owner submitted revise plan with the Corporation pertaining to construction of Building No. 21 on the Project Land and which came to be approved by Thane Municipal Corporation on 08/04/2024 under VP No. SO5 / 0105 / 16 / TMCB / TDD / 0112 (P/C) 2024 / Auto DCR whereby Thane Municipal Corporation granted permission for the Construction of Building no.21 (Wings A & B) consisting of (Ground floor

Retail(pt)/Stilt(pt)+1st floor Retail(pt) + 2nd floor Podium(pt)/Service floor(pt) + 3rd + 4th to 23rd floor and issued Commencement Certificate under SR no. 5547 permitting construction of Building No. 21 consisting of Wing A (Ground floor Retail(pt)/Stilt(pt)+1st floor Retail(pt) + 2nd floor Podium(pt)/Service floor(pt) + 3rd + 4th to 23rd floor and wing B consisting of (Ground floor Retail(pt)/Stilt(pt)+1st floor Retail(pt) + 2nd floor Podium(pt)/Service floor(pt) + 3rd + 4th to 7th floor (hereinafter referred to as **“Approved Plan & Commencement Certificate”**), the Copy of Commencement Certificate along with approved Plan are attached herewith and marked as **“Annexure - G”**;

Q. Previously the Owners with the intention of construction of building no.21, had registered and obtained 2 (two) separate RERA numbers pertaining to Building No. 21 i.e. one project is registered as Terraform K-Residences under project Registration No. P51700002673 (comprising of the ground and first floors of the Building No. 21 – only for commercial premises) and ii) Terraform **“K-Residences - Wing A”** under project Registration No. **P51700015652** (comprising of the upper residential floors of Wing A of the Building No. 21); However the Owners couldn't commence and complete these two RERA registered Projects on time and hence the Owners obtained extension certificate pertaining to Project Terraform K-Residences under project Registration No. P51700002673 (comprising of the ground and first floors of the Proposed Building – commercial premises) till 30th March, 2025 and the said extension is granted by the Maharashtra Real Estate Regulatory Authority which is still valid and existence. Thus, the Owners are carrying out Construction of the commercial premises on the Ground and First Floor of Building No. 21 on its own and the Promoter/Developer herein are no way concern with it;

R. Pursuant to grant of Development Rights by the Owners to the Developers pertaining to the residential portion of Building no.21, the Owner and Promoter/Developer jointly applied to the RERA authorities for the change of Promoter pertaining to RERA registered Project Terraform K-Residences-Wing A under project registration no. P51700015652 (comprising of the upper residential floors of Wing A of the Building no.21).

S. Considering the joint application made by Owner and the Promoter/Developer, RERA authorities permitted for the change of the

Promoter of RERA registered Project Terraform K-Residences-Wing A under project registration no. P51700015652, whereby the Promoter/Developer herein became the Promoter and the Owner herein became the Co-Promoter for the Project Building and also name of the Project was changed from Terraform K Residences Wing A to **“Y Square”**. Sub-sequentially the Promoter/Developer applied for extension of the Project which came to be approved and the Promoter/Developer received extension Certificate up-to 30/04/2029. The Copy of RERA extension Certificate is attached herewith and marked as **“Annexure - H”**. Thus, henceforth the RERA registered Project **“Y Square”** under project registration no. P51700015652 shall be applicable only for residential portion of Wing A & Wing B of Project Building i.e. Building No. 21;

- T. The Environmental Clearance dated 2nd March, 2020 bearing no. SEIAA EC No. 0000002164 is granted by the State Level Environment Impact Assessment Committee. The said Environmental Clearance dated 2nd March, 2020 is granted for the layout development by constructing the Building no.21 with a proposed aggregate built-up area as more particularly set out therein; As and when require, the Promoter/Developer shall obtain revise approval for Environment Clearance with the assistance of the Owner.
- U. The Owner & the Promoter/Developer herein, while obtaining sanction to the said Approved Plan and various other permissions from Thane Municipal Corporation, has paid to Corporation scrutiny fees, development charges, betterment charges, various other charges, costs, expenses, levies, premia etc., which are so payable under Rules and Regulations of TMC.
- V. While sanctioning the said Approved Plan and issuing various permissions for development of the said Project Land, Thane Municipal Corporation has laid down certain terms, conditions, stipulations and restrictions, which are to be observed and performed by the Owner & the Promoter/Developer herein while developing the Said Project Land and constructing the Project Building and upon due observance and performance of which only the Completion and Occupation Certificates in respect of the Project Building shall be granted by Thane Municipal Corporation.

W. Shri. M. A. Ansari, Advocate, by and under his Title Report dtd.14/02/2024 has certified that the Title to the said Project Land is clear and marketable and free from all encumbrances subject to what is stated hereinabove. A copy of the Title Report dtd.14/02/2024 issued by Shri. M.A. Ansari, Advocate in respect of the Said Project Land is hereto annexed and marked as **“Annexure - I”**.

X. In light of the above, the Owner and the Promoter/Developer are absolutely entitled to construct the building/s on the said Project Land by utilization of the FSI potential as per the terms and conditions mentioned in the Development Agreements. Thus as per the agreed terms the Owners shall be entitled to sell Commercial Premises on the ground and first floors of Building No. 21 and the Promoter/Developer shall be entitled to sell upper residential floors of Wing A and Wing B of the said Project Building, in the manner as provided in the Development Agreements, under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “RERA”) and the Rules made there under and receive, accept and appropriate the consideration thereof and give full and effectual discharge for the payments received and to execute and register the necessary Agreements, deeds, documents and give valid receipts and writings in this regard in favor of the Allottees/Purchasers.

Y. The Allottee/Purchaser has applied to the Promoter/Developer for Sale, Transfer and Allotment to him/her/them Flat Premises bearing No. _____ having area admeasuring _____ sq. mtrs. RERA Carpet along with appurtenant Enclosed balcony admeasuring _____ sq. mtrs. and appurtenant Open balcony admeasuring _____ sq. mtrs. on _____ Floor of _____ wing of Project Building (Building No. 21) being constructed on the Project Land (hereinafter referred to as **Premises**) along with facility of _____ no. parking/s spaces (hereinafter referred to as **Parking Space**). The said Premises is more particularly described in the **Second Schedule** hereunder written and Floor Plan thereof is hereto annexed marked **“Annexure - J”**. The Carpet area means net usable floor area of the said Premises, excluding area covered by external walls, areas under service shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Allottee/Purchaser or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use for the

Allottee/Purchaser, but includes the area covered by the internal partition walls of the said Premises.

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

AA. It is further clarified that in the course of construction of the Project Building, the Promoter/Developer shall be consuming on the said Project Land maximum permissible FSI (by whatever named called and in whatever manner available) and development potential as per the provisions of the UDCPR (as the same may be modified from time to time or any statutory re-enactment thereof) including but not limited to the following:

- i. entire development potential available for consumption on the said Project Land by way of the FSI emanating from the said Project Land in the form of base land FSI, which can be consumed free of costs thereon;
- ii. entire development potential available for consumption on the said Project Land by way of acquiring of FSI by way of payment of premium to the Government of Maharashtra or any other statutory authorities including but not limited to the TMC including inter alia the premium FSI under the presently applicable Regulations the UDCPR;
- iii. entire development potential available for consumption on the said Project Land by way of loading TDR on the said Project Land (if and when the same is permitted) including inter alia in accordance with presently applicable Regulations of the UDCPR;
- iv. entire development potential by way of FSI or TDR as may become available to the Promoter/Developer for utilization on the said Project Land by virtue of the Promoter/Developer handing over any reserved areas forming part of the said Project Land to the TMC or the Government of Maharashtra or to any other concerned authorities;

- v. entire development potential available for consumption on the said Project Land by acquiring of compensatory fungible FSI or FSI for construction of the compensatory fungible area (by whatever name called) including inter alia as available under the presently applicable Regulations of the UDCPR.
- BB. Accordingly, the Promoter/Developer has commenced construction and development of the Project Building on the said Project Land comprising of various Premises which would be capable of being used inter alia as residential flats and commercial Premises (being the Excluded Commercial Portion).
- CC. The Promoter/Developer has entered into an Agreement as prescribed by the Council of Architects appointing the Architects, M/s. SAKAAR, registered with the Council of Architecture under No. Reg. No. CA-92/14860 and has also appointed M/s JW Consultants LLP, as structural engineer/designers for preparing structural design and drawings and specifications of the Project Building.
- DD. The Allottee/Purchaser has demanded from the Promoter/Developer and the Promoter/Developer have also furnished to the said Allottee/Purchaser inspection of all the documents pertaining to title of the Project Land, tentative location and building plans, Approved Plan, various other permissions, sanctions and approvals etc. and of such other documents as are specified under RERA and the Rules made there-under. The Allottee/Purchaser has satisfied himself/herself/themselves/itself with all the documents as aforementioned and the rights of the Promoter/Developer to the Project Land and to construct the Project Building thereon and the Allottee/Purchaser hereby explicitly agrees not to raise any dispute, complaint and/or grievance of any nature whatsoever in respect thereof. The Allottee/Purchaser further hereby confirms that there shall be no further investigation or objection by the Allottee/Purchaser in that regard and is fully satisfied of the competency of the Promoter/Developer to enter into this Agreement. The Allottee/Purchaser does hereby agree and undertake to be bound by all the terms and conditions imposed by TMC with regard to various sanctions, permissions, approvals etc. including the said Approved Plan at all time.

EE. After relying upon the said application and the representations and declarations made by the Allottee/Purchaser as afore stated, the Promoter/Developer have agreed to sell, transfer and allot to the Allottee/Purchaser and the said Allottee/Purchaser has agreed to acquire from the Promoter/Developer said Premises of the Project Building to be constructed on the Project Land along with the said Parking Space for the price and upon the terms and conditions agreed between the Parties hereto.

FF. The Promoter/Developer has agreed to sell, transfer to the Allottee/Purchaser said premises along with _____ no. of Parking Spaces and the Promoter/Developer have agreed for the same at or for price consideration of Rs. _____/- (Rupees _____ Only) including consideration for _____ no. of Parking Spaces. Prior to the execution of these presents, the Allottee/Purchaser has paid to the Promoter/Developer herein a sum of Rs. _____/- (Rupees _____ Only) being part payment of the agreed price of the said Premises, the payment and receipt whereof the Promoter/Developer doth hereby admit and acknowledge and at such time the Allottee/Purchaser has agreed and undertaken to pay to the Promoter/Developer be the balance of the agreed price and all other cost, charges, expenses and all other payments in the manner hereinafter appearing.

GG. As per Sec.13 (1) of RERA, the Promoter/Developer is required to execute written Agreement of the said Premises to the Allottee/Purchaser of the Project Land being in fact these Presents and the Allottee/Purchaser shall register the same with the Registering Authority with intimation to the Promoter/Developer 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/Developer shall construct the Project Building on the Project Land consisting of building No.21 named as **“Y Square”** comprising of residential Upper floors of Wing A and Wing B, each of

such Wings further comprising 23 upper floors in accordance with the said Approved Plans, Commencement Certificate & amended plans, designs and specifications as and when got approved by the Promoter/Developer from Corporation and/or other concerned Authorities from time to time; Provided that the Promoter/Developer shall have to obtain prior no objection and consent in writing of the Allottee/Purchaser in respect of variations or modifications which may adversely affect said Premises, except any alteration or addition required by Government/other concerned Authorities or due to change in law.

1(a) (i) The Allottee/Purchaser does hereby agree to purchase from the Promoter/Developer and the Promoter/Developer does hereby agree to sell to the Allottee/Purchaser the said Premises i.e. Flat Premises bearing No. _____ having area admeasuring _____ sq. mtrs. RERA Carpet along with appurtenant enclosed balcony admeasuring _____ sq. mtrs. And appurtenant Open balcony admeasuring _____ sq. mtrs. on _____ Floor of _____ wing of Project Building (Building No. 21) named as **“Y Square”** being constructed on the Project Land, a Floor Plan whereof is annexed hereto marked **“Annexure – J”** and more particularly described in the Second Schedule hereunder written at or for the price/consideration of Rs. _____/-
(Rupees _____ Only)
_____ including the consideration towards _____ no of Parking Spaces and 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 **“Annexure – L”** as part of External Amenities hereunder written.

1(a) (ii) The Allottee/Purchaser hereby agrees to purchase from the Promoter/Developer and the Promoter/Developer hereby agrees to sell to the Allottee/Purchaser _____ no. of parking/s in the said Project Building being constructed on the Project Land and the location of which is to be decided by the Promoter/Developer at its discretion at appropriate time. If the Car Parking Space/s is in the Mechanical Parking, then and in such an event the Allottee/Purchaser will not be allotted any independent Car Parking Space/s. Accordingly, since each stack for Parking of

Vehicles comprising of two or more Car Parking Space/s, commonly known as a Puzzle the same shall be shared by the Allottee/Purchaser with the Allottee/Purchaser of the other Car Parking Space/s in the same Puzzle in the Mechanical Parking unit. Within each Puzzle, there shall be no identifiable space for Car Parking of any particular vehicles and each Allottee/Purchaser of a Car Parking Space within a particular Puzzle shall park his/her vehicle in such particular Puzzle only. The Allottee/Purchaser hereby confirm/s that the Allottee/Purchaser has/have no objection to the same and that the Allottee/Purchaser shall not park his/her/their car/s at any other place. The Allottee/Purchaser hereby agree/s and undertake/s that the Allottee/Purchaser shall bear the costs and expenses of the maintenance of such Mechanical Parking system or also keep such valet parking facility at his/her/their costs for parking or removal of cars from the Mechanical Parking system. The Allottee/Purchaser shall not refuse to bear such costs and/or expenses on the ground of non-utilization of such Mechanical Parking system or valet parking facility or on any other ground whatsoever and howsoever arising.

1(b) The Allottee/Purchaser has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ Only) to the Promoter/Developer as advance payment or application fee and hereby agrees to pay to that the Promoter/Developer the balance amount of Rs. _____/- (Rupees _____ Only) to complete the below construction milestones in the following manner:-

Payment Schedule	Work Completion (%)
On Booking	10%
Agreement	10%
On Plinth	25%

3rd Slab	3%
6th Slab	3%
9th Slab	3%
12th Slab	3%
15th Slab	3%
18th Slab	3%
21th Slab	3%
Terrace Slab	4%
Completion of the walls, internal plaster/gypsum finish and external plaster	5%
Completion of flooring, Doors and Windows, Staircase and Lift wells	5%
Completion of external painting, external plumbing, Elevation, waterproofing, Floor lobbies and Sanitary fittings	5%
Completion of Lift installation	5%
Completion water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, paving	5%
Handing over of the possession of the Apartment within 15 days from receipt of occupancy certificate or completion certificate.	5%
Total	100%

- 1(c) 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 Premises; the Promoter/Developer, as facilitator; is collecting the same to be so paid to the Government and/or other concerned Authorities; and as such the Allottee/Purchaser shall pay all such taxes as his/her/themselves/its share to be in proportion to the price paid or payable by the Allottee/Purchaser as and when demanded by the Promoter/Developer.

- 1(d) 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/Developer undertakes and agrees that while raising a demand on the Allottee/Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter/Developer 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/Purchaser.
- 1(e) The Promoter/Developer may allow in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/Purchaser by discounting such early payments at a mutually agreed rate or amount for the period by which the respective installments have been pre-pond. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal once granted to an Allottee by Promoter/Developer.
- 1(f) The Promoter/Developer shall confirm the final carpet area that has been allotted to the Allottee/Purchaser after the construction of the Project Building in which the said Premises 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/Developer. If there is any reduction in the carpet area within the defined limit then the Promoter/Developer shall refund the excess money paid by Allottee/Purchaser 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/Purchaser. If there is any increase in the carpet area allotted to Allottee/Purchaser, the Promoter/Developer shall demand additional amount from the Allottee/Purchaser 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(g) The Allottee/Purchaser authorizes the Promoter/Developer 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/Developer may in their sole discretion deem fit and the Allottee/Purchaser undertakes not to object/demand/direct the Promoter/Developer to adjust his payments in any manner.
- 1(h) The Allottee/Purchaser is bound to pay TDS as per Income Tax Act, 1961 under applicable provisions of Section 194IA on the payments of the price made under these presents and accordingly the Allottee/Purchaser agrees and undertakes to comply with the said provision and in the event of any violation thereof and consequences ensuing there from, the Allottee/Purchaser alone shall be liable and the Promoter/Developer stands fully indemnified and discharged in these regards.
- 1(i) It is abundantly made clear to the Allottee/Purchaser who is a non-resident/foreign national of Indian Origin, that in respect of all remittances, acquisitions/transfer of the said Premises, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee/Purchaser understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Promoter/Developer accepts no responsibility in this regard and the Allottee/Purchaser agrees to indemnify and keep the Promoter/Developer indemnified

and saved harmless from any loss or damage caused to it for any reason whatsoever.

1(j) The Allottees/Purchasers hereby represents that he/she/they/it has/have complied with the applicable laws in relation therein, including those pertaining to sources of funds used with respect to the Sale Consideration and or any other amount/charges incidental to this Agreement and further indemnifies the Promoter/Developer in that regard. The Allottees/Purchasers shall further be solely responsible for complying with the provisions of applicable law including but not limited to Anti-Corruption Laws, Foreign Exchange Management Act, Reserve Bank of India Act, the Prevention of Money Laundering Act, 2002 and the Benami Transactions (Prohibition) Amendment Act, 1998 (collectively "Anti- Money Laundering Laws") and the rules and regulations there-under and any similar rules, regulations or guidelines administered or enforced by any government agency and or any action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Allottees/Purchasers with respect to the Anti-Money Laundering Laws thereof.

2.1 The Promoter/Developer 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 Plan or thereafter at the time of sanctioning the amended plans and shall, before handing over possession of the said Premises to the Allottee/Purchaser, obtain from the concerned Local Authority Occupancy and/or Completion Certificates in respect of the said Premises.

2.2 Time is essence for the Promoter/Developer as well as the Allottee/Purchaser. The Promoter/Developer shall abide by the time schedule for completing the Project and handing over the said Premises to the Allottee/Purchaser and the common areas to the Society, Association or Company of the Allottees/Purchasers of the Premises in the Project Building 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/Purchaser 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/Developer as provided in Clause 1 (b) herein above.

2.3 The Allottee/Purchaser agrees and undertakes to pay the price/consideration strictly as per the Schedule of Payment mentioned above which is linked with the stage-wise completion of the Project Building. Upon completion of each stage, the Promoter/Developer shall issue demand letter to the Allottee/Purchaser by RPAD/Courier/Hand delivery at the address of the Allottee/Purchaser mentioned in this Agreement as well as by Email on Purchaser email address _____ . Along with said demand letter the Promoter/Developer shall enclose certificate of Architect, inter-alia, certifying the completion of such stage which shall be conclusive proof of completion of such stage. Within 15 (fifteen) days receipt of such demand letter by RPAD/courier/email/hand delivery, whichever is earlier, Allottee/Purchaser shall make the payment as mentioned in such demand letter and in the event of failure on the part of Allottee/Purchaser in making the payment as demanded within 15 (fifteen) days of receipt of such Demand Letter, the Promoter/Developer shall become entitled to take all such legal steps for breach of contract as contemplated under the provisions of Contract Act. Without prejudice to above, if the Allottee/Purchaser commits any delay in making the demanded payment, the Allottee/Purchaser 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/Developer hereby declares that, the Promoter/Developer shall utilize FSI/TDR and all other benefits available as on date in respect of the Project Land as per the said Approved Plans and the Promoter/Developer have planned to utilize additional 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/Comprehensive Development Control & Promotion Regulation 2021 or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations/Comprehensive Development Control & Promotion

Regulation 2021, which are applicable to the said Project. The Promoter/Developer have disclosed in the development potentiality certificate the FSI proposed to be utilized by it on the Project Land in the said Project and Allottee/Purchaser has agreed to purchase the said Premises based on the proposed construction and sale of Premises to be carried out by the Promoter/Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoter/Developer only. The Copy of Development potentiality Certificate is attached herewith and marked as **“Annexure - K”**. The Promoter/Developer hereby specifically informing the Allottee/Purchaser that they may avail the additional benefits available under provisions of UDCPR any time in future and pursuant to that the latest approved plan may undergo revision/amendments. While availing such additional benefits of UDCPR and/or any further benefits available to said Project Land 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/Developer fails to abide by the time schedule for completing the Project and handing over the said Premises to the Allottee/Purchaser, the Promoter/Developer agrees to pay to the Allottee/Purchaser, who does not intend to withdraw from the Project, interest as specified in the Rule as per MAHA RERA, on all the amounts paid by the Allottee/Purchaser, for every month of delay, till the handing over of the possession. The Allottee/Purchaser agrees to pay to the Promoter/Developer, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/Purchaser to the Promoter/Developer under the terms of this Agreement from the date the said amount is payable by the Allottee/Purchaser to the Promoter/Developer and in such eventuality the Promoter/Developer 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 the Promoter/Developer to charge interest in terms of Sub Clause 4.1 above, on the Allottee/Purchaser committing default in payment on due date of any amount due and payable by the Allottee/Purchaser to the

Promoter/Developer under this Agreement (including his proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/Purchaser committing three defaults of payment of installments, the Promoter/Developer shall at its own option, may terminate this Agreement:

Provided that, the Promoter/Developer shall give Notice of 15 (Fifteen) days in writing to the Allottee/Purchaser, by Registered Post AD at the address provided by the allottee/purchaser and mail at the e-mail address provided by the Allottee/Purchaser, 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/Purchaser fails to rectify the breach or breaches mentioned by the Promoter/Developer within the period of Notice then at the end of such notice period, the Promoter/Developer shall be entitled to terminate this Agreement;

PROVIDED FURTHER that upon termination of this Agreement as aforesaid, the Promoter/Developer shall refund to the Allottee/Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoter/Developer) within a period of 30 (Thirty) days of the termination, the installments of sale consideration of the Premises which may till then have been paid by the Allottee/Purchaser to the Promoter/Developer after deducting there from applicable amount such as marketing expenses, brokerage charges, administrative charges &/or any other scheme benefits etc. towards cancellation expenses and in such eventuality the Promoter/Developer 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. The Allottee/Purchaser confirms and warrants that the Liquidated Damages is a genuine pre-estimate of the loss or damage that is likely to be suffered by the Promoter/Developer on account of breach of the terms of this Agreement by the Allottee/Purchaser and has been arrived at having regard to inter alia the cost of construction, the cost of funds raised by the Promoter/Developer, the ability or inability of the Promoter/Developer to resell the Premises, including losses due to brokerage/ marketing spend, delay in receiving money towards the Premises and the possibility of loss of value of the Premises on resale,

among others. The Allottee/Purchaser hereby further agrees, acknowledges and accepts that Liquidated Damages are not penal and essentially in the nature of guarantee by the Allottee/Purchaser to fulfil and abide by the terms and conditions contained hereunder, including all payment related terms and conditions, and the Promoter/Developer will be entitled to adjust the Liquidated Damages as earnest money under this Agreement in case of any failure /non-compliance on the part of the Allottee/Purchaser. Forfeiture of Liquidated Damages is for the sole purpose of reasonably compensating the Promoter/Developer for the loss or damage that is suffered / likely to be suffered by the Promoter/Developer on account of breach/contravention of the terms of this Agreement by the Allottee/Purchaser.

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 Project Building i.e the internal as well as external amenities to be constructed on the Project Land and the Flat as are set out in **“Annexure – L”** annexed hereto.
6. The Promoter/Developer shall give possession of the said Premises to the Allottee/Purchaser on or before 30/4/2029. If the Promoter/Developer fails or neglects to give possession of the said Premises to the Allottee/Purchaser on account of reasons beyond their control and of their agents by the aforesaid date then the Promoter/Developer shall be liable on demand to refund to the Allottee/Purchaser the amounts already received by them in respect of the said Premises with interest at the same rate as may mentioned in the clause no.4.1 herein above from the date the Promoter/Developer received the sum till the date the amounts and interest thereon is repaid;

PROVIDED THAT the Promoter/Developer shall be entitled to reasonable extension of time for giving delivery of Premises on the aforesaid date, if the completion of the Project Building in which the said Premises 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/Developer upon obtaining the Occupancy Certificate from Corporation in respect of the Building in which the said Premises is located and the payment made by the Allottee/Purchaser as per this Agreement shall offer in writing the possession of the said Premises to the Allottee/Purchaser in terms of this Agreement to be taken within 15 days from the date of issue of such Notice and the Promoter/Developer shall give possession of the said Premises to the Allottee/Purchaser. The Promoter/Developer agree and undertake to indemnify the Allottee/Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter/Developer. The Allottee/Purchaser agrees to pay the maintenance charges as determined by the Promoter/Developer or association or company of Allottees/purchasers, as the case may be. The Promoter/Developer on its behalf shall offer the possession to the Allottee/Purchaser in writing within 7 (Seven) days of receiving the Occupancy Certificate of the Building in which the said Premises is locate and/or with respect to the said Premises.

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

7.3 **FAILURE OF PURCHASER TO TAKE POSSESSION OF [PREMISES]:** Upon receiving a written intimation from the Promoter/Developer as per Clause (7.1) above, the Allottee/Purchaser shall take possession of the said Premises from the Promoter/Developer by executing necessary indemnities, undertakings, consent letters for further development of remaining part of the Said Land and such other documentation as prescribed in this Agreement and the Promoter/Developer shall give possession of the said Premises to the Allottee/Purchaser. In case the Allottee/Purchaser fails to take possession within the time provided in Clause (7.1) above, the Allottee/Purchaser 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 Premises to the Allottee/Purchaser, the Allottee/Purchaser

brings to the notice of the Promoter/Developer any structural defect in the said Premises or the Project Building in which the said Premises 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/Developer at its own cost and in case it is not possible to rectify such defects, then the Allottee/Purchaser shall be entitled to receive from the Promoter/Developer 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/Purchaser in the said Premises and/or any other Allottee/Purchaser in the Project Building in which the said Premises is located and/or due to causing of any damage to the fixtures/services provided to the said Premises, by the acts and/or omissions on the part of the Allottee/Purchaser and/or anybody claiming through or under him/her/them as the case may be and/or, c) due to any man handling and/or any misuse of the said Premises and/or of the said amenities, fixtures, etc. and/or, d), and/or for due to carrying out renovation by any other Allottee/Purchaser and thereby causing of any damages by them to the said building or any part thereof as the case may be. The Promoter/Developer shall not be responsible or liable to rectify the same and it shall be the liability and responsibility of the Allottee/Purchaser to carry out the same at his/her/their/its own cost and expense. It is made clear that the regular wear and tear of the building/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

8. The Allottee/Purchaser shall use the said Premises 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 Local Authorities and shall use the said Parking Space only for purpose of keeping or parking vehicle.
9. The Allottees/Purchaser along with other Allottees/purchasers of the Premises in the Project Building shall join in forming and registering

Society or Association or a Limited Company in said to be known by such name as the Promoter/Developer 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/Developer within 7 (Seven) days of the same being forwarded by the Promoter/Developer to the Allottee/Purchaser, so as to enable the Promoter/Developer to register such Societies, Associations or Companies. No objection shall be taken by the Allottee/Purchaser 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. After formation of the Society, the Society shall join the previously formed Federation of all Societies of building situated on the Layout namely Everest World Co-op Housing Society Federation Ltd.

9.1 The Promoter/Developer shall, within 3 (Three) months of registration of the Society or from receipt of Occupation Certificate of the Project Building to be constructed on the Project Land whichever is later, cause to be transferred to such Society, Associations or Companies all the right, title and the interest of the Promoter/Developer in the structure of the Project Building in which said Premises is situated. The responsibility of the Promoter/Developer along with Owner shall be restricted only up-to providing structural conveyance of the Project building to the Society.

9.2 The Promoter/Developer shall, within 3 (three months) of registration of Society, Associations or Companies of all the allottees/purchasers of the Premises in the Project Building constructed on the Project Land and putting all Allottees/purchasers in possession of their respective Premises. It shall be the responsibility of the Owner to provide conveyance of the Project Land to and in favor of the Everest World Co-op Housing Society Federation Ltd.

9.3 Within 15 (Fifteen) days after Notice in writing is given by the Promoter/Developer to the Allottee/Purchaser that the Premises is ready for use and occupation, the Allottee/Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) of outgoings in respect of the Project Land and the Project Building 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 Project Building constructed thereon. Until Society, Associations or Companies of the Project Building constructed on the Project Land are formed and the Project Building are transferred to Society, Associations or Companies, the Allottee/Purchaser shall pay to the Promoter/Developer such proportionate share of outgoings as may be determined by the Promoter/Developer. The Allottee/Purchaser further agrees that till the Allottee's/purchaser's share is so determined the Allottee/Purchaser shall pay to the Promoter/Developer advance maintenance of Rs. _____/- plus 18% GST towards the aforesaid outgoings. The maintenance shall be calculated on usable carpet area. The amounts so paid by the Allottee/Purchaser to the Promoter/Developer shall not carry any interest and remain with the Promoter/Developer until handover of the Project building in favour of such Societies, Associations or Companies as the case may be and thereafter the deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter/Developer to such Societies, Associations or Companies, as the case may be. It is specifically made clear that the Allottee/Purchaser 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 Project Building constructed thereon in proportion to the area of the said

Premises as determined by the Promoter/Developer from the date of receipt of intimation from the Promoter/Developer that the said Premises is ready for use and occupation with Occupancy Certificate in respect thereof having been obtained. The Allottee/Purchaser shall pay the Property tax to Promoter/Developer as per actual in advance for one financial year at the time of possession of the said premises.

10. The Allottee/Purchaser shall on or before delivery of possession of the said Premises keep deposited with the Promoter/Developer, the following amounts:-

i) Rs.600/- for share money, application entrance fee of the Society, Association or Company to be formed of the Allottees/puchasers in the Project Building constructed on the Project Land.

11. The amount of so collected by the Promoter/Developer in clause no.9.3 & 10 shall not carry any interest. It is however clarified that, the Promoter/Developer shall not be responsible for rendering any account to the Allottee/Purchaser with respect to the amounts collected under clause no.9.3 & 10. The amount collected under clause no. 9.3 & 10 is non accountable & nonrefundable.

12. At the time of registration of Conveyance Deed of the structure of the Project Building and Conveyance Deed of the Project Land, the Allottee/Purchaser shall pay to the Promoter/Developer, Owner and/or the Society/ Everest World Co-op Housing Society Federation Ltd. as the case may be, the Purchaser's share of Stamp Duty and Registration Charges payable, by the Societies, Associations or Companies on such Conveyance Deed or any document or instrument of transfer in respect of the Project Building. At the time of registration of Deed of Conveyance of the Project Building of the Project Land, the Allottee/Purchaser shall pay to the Promoter/Developer, the Allottee's/Purchaser's share of Stamp Duty and Registration Charges payable by the Societies, Associations or Companies on such Conveyance Deed or any document or instrument of transfer the Project Building and Project Land to be executed in favour of the Societies, Associations or Companies. The Promoter/Developer hereby make aware to the Allottee that, he/she/it shall be liable to pay proportionate share of stamp duty and registration charges towards structural conveyance of the

building in favor of society and towards conveyance of the Project Land in favor of federation.

13. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/DEVELOPER:-**

The Promoter/Developer hereby represent and warrants to the Allottee/Purchaser as follows:

- i. The Promoter/Developer have 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/Developer have lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- iii. There are no encumbrances upon the Project Land or the Project except those disclosed on the RERA website;
- iv. There are no litigations pending before any Court of law with respect to the Project Land or Project except those disclosed in the RERA website;
- v. All Approvals, Licenses and Permits issued by the Competent Authorities with respect to the Project, the Project Land and Project Building 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 Project Building shall be obtained by following due process of law and the Promoter/Developer have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, the Project Building and common areas;
- vi. The Promoter/Developer have 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/Purchaser created herein, may prejudicially be affected;

- vii. The Promoter/Developer have not entered into any Agreement for Sale and/or Development Agreement or any other Agreement/arrangement with any person or party with respect to the Project Land, including the Project and the said Premises which will, in any manner, affect the rights of Allottee/Purchaser under this Agreement;
- viii. The Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever from selling the said Premises to the Allottee/Purchaser in the manner contemplated in this Agreement;
- ix. At the time of execution of the Conveyance Deed of the structure of the Project Building and the Conveyance Deed of the Project Land to the Societies, Associations, Companies of the Allottees/puchasers or Everest World Co-op Housing Society Federation Ltd., the Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure of the Project Building to such Societies, Associations, Companies or Everest World Co-op Housing Society Federation Ltd.;
- x. The Promoter/Developer 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 Project Building is handed over to the Societies, Associations or Companies of the Allottees/Puchasers 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/Developer in respect of the Project Land and/or the Project except those disclosed in the Title Report.
14. The Allottee/Purchaser or himself or itself or themselves with intention to bring all persons into whosoever hands the Premises may come, hereby covenants with the Promoter/Developer as follows :-

- i. To maintain the said Premises at the Allottee/Purchaser own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Project Building in which the said Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Project Building in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the Local Authorities, if required.
- ii. Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Project Building in which the said Premises is situated or storing of which goods is objected to by the concerned Local or other Authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the Project Building in which the Premises is situated, including entrances of the Project Building in which the Premises is situated and in case any damage is caused to the Project Building in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee/Purchaser in this behalf, the Allottee/Purchaser shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter/Developer to the Allottee/Purchaser and shall not do or suffer to be done anything in or to the Project Building in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned Local Authority or other Public Authority. In the event of the Allottee/purchaser committing any act in contravention of the above provision, the Allottee/Purchaser shall be responsible and liable for the consequences thereof to the concerned Local Authority and/or other Public Authority.
- iv. Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any

addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Project Building in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition and in particular, so as to support shelter and protect the other parts of the Project Building in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises without the prior written permission of the Promoter/Developer and/or the Societies, Associations or Companies of the Allottees/Puchasers in the Project Building.

- 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 Project Building in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Project Land and the Project Building in which the said Premises is situated.
- vii. Pay to the Promoter/Developer within 15 (Fifteen) days of demand by the Promoter/Developer 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 Project Building in which the said Premises is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Premises by the Allottee/purchaser 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 Premises otherwise than the design and specifications

finalized by the Promoter/Developer which have been made known to the Allottee/Purchaser.

- x. The Allottee/Purchaser 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 Premises until all the dues payable by the Allottee/Purchaser to the Promoter/Developer under this Agreement are fully paid up and until the Societies, Associations or Companies of the Allottees/purchasers in the Project Building are formed and registered and the Project Building is handed over to such Society, Associations or Companies as the case may be and if the Allottee/Purchaser transfers the said Premises and said Parking Space to any third party before such time, the Allottee/Purchaser shall have to obtain written consent and no objection from the Promoter/Developer.
- xi. The Allottee/Purchaser shall observe and perform all the rules and regulations which the Society, Associations or Companies of the Allottees/Purchasers of the Project Building 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 Project Building and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned Local Authority and of Government and other public bodies. The Allottee/Purchaser shall also observe and perform all the stipulations and conditions laid down by the Societies, Associations or Companies of the Allottees/Purchasers of the Project Building regarding the occupancy and use of the Premises in the Project Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xii. Till a Conveyance Deed of the structure of the Project Building is executed in favor of Societies, Associations, Companies of the Allottees/Purchasers in the Project Building, the Allottee/Purchaser shall permit the Promoter/Developer and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Project Building 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 Project Building in which said Premises is situated is executed in favour of Everest World Co-op Housing Society Federation Ltd. the Allottee/Purchaser shall permit the Owner 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.

15. The Promoter/Developer shall maintain a separate account in respect of sums received by the Promoter/Developer from the Allottee/Purchaser 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.

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

17. **THE PROMOTER/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:** After the Promoter/Developer executes this Agreement it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/Purchaser who has taken or agreed to take such said Premises.

18. **BINDING EFFECT**

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

19. **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 Premises, the Project Building and/or the Project Land or any part thereof, as the case may be.

20. **RIGHT TO AMEND**

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

21. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / PURCHASER OR SUBSEQUENT ALLOTTEE / PURCHASER**

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/Purchaser of the said Premises, in case of a transfer, as the said obligations go along with the said Premises for all intents and purposes.

22. **SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA or the Rules and Regulations made there-under 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 there under 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.

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

Wherever in this Agreement it is stipulated that the Allottee/Purchaser has to make any payment, in common with other Allottees/purchasers in Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the Premises in the Project.

24. **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.

25. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter/Developer through its authorized signatory at the Promoter's/Developer's Office, or at some other place, which may be mutually agreed between the

Promoter/Developer and the Allottee/Purchaser, in after the Agreement is duly executed by the Allottee/Purchaser and the Promoter/Developer 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.

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

27. That all notices to be served on the Allottee/Purchaser and the Promoter/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/Purchaser or the Promoter/Developer by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name _____ **of** _____ **Allottee/Purchaser:**

Name _____ **of** _____ **Allottee/Purchaser:**

Allottee/Purchaser's _____ **Address:**

Allottee/Purchaser's **Notified** **Email** **ID:**

Promoter/Developer's Name: Shree Mallinath Enterprise LLP

Promoter/Developer's Address: Office nos. 309-312, Centrum IT Park, Next to Satkar Grand, Opp Railadevi Talao, Wagle Estate, Thane(W)-400604.

Promoter/Developer's **Notified** **Email** **ID:**
ysquare.crm@squarefeetgroup.in

It shall be the duty of the Allottee/Purchaser and the Promoter/Developer 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/Developer or the Allottee/Purchaser, as the case may be.

28. **JOINT ALLOTTEES/PURCHASERS**

That in case there are joint Allottees/purchaser all communications shall be sent by the Promoter/Developer to the Allottee/Purchaser 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/Purchasers.

29. The charges towards Stamp Duty and Registration of this Agreement shall be borne by the _____.

30. **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.

31. **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.

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

33. **MACHINERY/EQUIPMENTS**

- 1) Machinery/equipments viz STP, Generator system, Mechanical Parking System, Lifts, Sub Station, rain harvesting, Sewerage/Effluent Treatment plant, Photovoltaic lights/ panels, Ventilation Devices, Firefighting systems/pumps/equipment, alarms/sprinkles, organic waste converters, dewatering pumps, water pumps and other equipments etc are manufactured by the some known brand having good reputation in the industry. They also come with warrantee/Guarantee period and after the period of warrantee/Guarantee, the organization of the Allottee/Purchaser or the Society 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/Purchaser or its organization will not make any grievances about malfunctioning and will not hold the Promoter/Developer responsible for such malfunctioning and any incidental loss or damages to the Purchaser 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 Allottee/Purchaser 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 Allottee/Purchaser in the Project fails to make AMC and/or replaces spare with other than OEM and said equipment get damaged, the Promoter/Developer 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 Allottee/Purchaser in the Project will have to ensure that it is regularly used inspected and serviced. If the organization of the Purchaser in the Project

fails to maintain the same as per maintenance manual, the Promoter/Developer 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 void. 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, Solar System Lifts & Sub Station etc.

3) The organization of the Allottee/Purchaser 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, Solar 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/Purchaser in the Project fails to renew any of the AMC and those equipments suffer damages the Promoter/Developer 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 Allottee/Purchaser in the Project and/or their organization/ Society shall be responsible and liable for the same and the Promoter/Developer shall have absolutely no liability whatsoever in that behalf.

34. Upon and after handover of the management of the Project Building to the Ultimate Organization, the Ultimate Organization (and its members) will be responsible for fulfillment of all obligations and responsibilities in relation to approvals / permissions as may be required by the concerned Authorities from time to time.

35. Upon taking possession of the said Premises, the Allottee/Purchaser, if so desires to carry out any interior work in the said Premises, he shall be bound to submit to the Promoter/Developer full-fledge drawings, plans, specifications etc. in respect thereof at least 15 days prior to commencing the same and he shall not commenced the same unless and/or without obtaining in writing permission from the Promoter/Developer for the same. Further in such eventuality the Allottee/Purchaser shall be bound to deposit with the Promoter/Developer Rs.50,000/- (Rupees Fifty

Thousand Only) as interest free fit-out deposit (**Fit-out Deposit**) for carrying out interior work in the said Premises, etc. and to ensure that there is no damage to the said Premises or any damage to any other part of the in the Building in which the said Premises is situate and/or the Facilities, Amenities etc. provided in the said Premises and/or the said Building in which the same is situate. The said Fit-out Deposit shall be forfeited in the event of non-compliance with any of the terms and conditions as stated in the Promoter/Developer NOC by the Allottee/Purchaser The Promoter/Developer shall refund the said Fit-out Deposit at the time of hand over of the new Building to the Adhoc committee and/or to the Society subject to the terms set out in this Agreement, after deducting there from all such amounts in respect of damages, if any, caused to the said Premises or any damage to any other part of the said Building/Facilities, Amenities etc. whatsoever has been caused due to interior work carried out in the said Premises by the Allottee/Purchaser.

36. The Allottee/Purchaser hereby agrees and undertakes that he will not do or omit to do any act which would damage said Premises and/or any part of the Project 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 Project Building therein and/or the other Allottees/Purchasers in the Project and/or the Promoter/Developer and the Allottee/Purchaser does hereby indemnify, keep indemnified, harmless and defended the Promoter/Developer against all costs, expenses, charges and damages ensuing there from.
37. The Allottee/Purchaser hereby agree and confirm, that after giving possession of various Premises, to the respective Allottees/Purchasers thereof, the Promoter/Developer shall be liable to pay Municipal Taxes of unsold flats/units in the said Project building and shall be liable to pay maintenance charges to the Society @Rs.50/- of the said unsold flats/units.
38. The Allottee/Purchaser shall on or before delivery of possession of the said Premises pay to the Promoter/Developer 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 Premises to the

Allottee/Purchaser and also with respect to payments mentioned hereinbefore in respect thereof.

39. It is specifically agreed and understood that aforesaid amounts shall be paid by the Allottee/Purchaser to the Promoter/Developer to defray the cost, expenses, charges etc. made and/or may be required to be incurred by the Promoter/Developer from time to time and hence if there is any additional cost, expenses, charges etc. required to be paid in these regards, the Allottee/Purchaser shall be liable to pay the same when demanded. It is made clear and specific that the Promoter/Developer shall not be under obligation to maintain separate account in these regards, nor liable to give account thereof to the Allottee/Purchaser hereto, nor the Allottee/Purchaser shall be entitled to demand the same.
40. The Promoter/Developer shall, only after completing the construction of the Project Building in which the said Premises is situated as per the said Approved Plan 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/Developer from concerned Authority from time to time as stated hereinabove and after obtaining Occupancy Certificate or Completion Certificate in respect of Project Building and only upon assigning and selling and transferring all the Premises in the Project Building and formation and registration of the Societies, Associations or Companies of all Allottees/Purchasers of the Premises in the Project Building, cause to be transferred, given, assigned and conveyed to such Societies, Companies or Associations the Project Building (excluding the 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/Developer 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 Project Building 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/Developer

in all respects. The Allottee/Purchaser shall also not be entitled to demand such Conveyance Deed or Lease Deed until such time.

SCHEDULE I

All that piece and parcel of land and ground admeasuring 5,237 square meters or thereabouts forming part of the layout Sub Plot A in the layout approved by the Thane Municipal Corporation on 8th April, 2023 (whereon the construction of the Proposed Building no. 21 is approved); and forming part of the land bearing Survey Nos. 37/10 and 38/1 both of Village Dhokali, Taluka & District Thane which land is bounded as follows:

On or towards the North :	Podium;
On or towards the South :	40 Mt. DP Road;
On or towards the East :	Blossom School
On or towards the West :	Private property.

SCHEDULE II

(Premises)

Flat Premises bearing No. _____ having area admeasuring _____ sq. mtrs. RERA Carpet along with appurtenant Enclosed balcony admeasuring _____ sq. mtrs. and appurtenant Open balcony admeasuring _____ sq. mtrs. on _____ Floor of _____ wing of Project Building (Building No. 21) named as **“Y Square”** 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 within

named **PROMOTER/DEVELOPER**)

SHREE MALLINATH ENTERPRISE LLP)

through its Partner and Authorised Signatory)

Mr. _____)

in the presence of.....)

1.)

2.)

SIGNED AND DELIVERED by the within

named **ALLOTTEE/PURCHASER**)

Shri/Smt./M/s. _____)

Shri/Smt./M/s. _____)

in presence of)

1.)

2.)

R E C E I P T

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

_____ only) being the amount of earnest money to be paid by him to us as per detailed mentioned below.

S N	Cheque No.	Dated	Drawn on Bank	Amount Rs.
1				
2				
3				
4				
5				
			TOTAL	

We say received Rs. _____/-

For **M/s. SHREE MALLINATH ENTERPRISE LLP**

Partner

Promoter/Developer

Witnesses:-

- 1.
- 2.