AGREEMENT

THIS AGREEMENT made and entered into at Bhayandar on this ____ day of _____ 20___, BETWEEN : M/s. SHREE SALASAR SAHAKAR, a partnership firm registered under the provisions of Indian Partnership Act, 1932 having its office at _____ through its partners 1)SHRI _____ and 2)SHRI _____ , hereinafter referred to as the "PROMOTER" (which expression unless it be repugnant to the context or meaning thereof shall deem to mean and include the said firm and its partner or partners from time to time and their respective heirs, executors, administrators and assigns) of the ONE PART AND SHRI/SMT./M/s. _____ _____ having address at _____ _____, hereinafter referred to as "ALLOTTEE" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators, successors and assigns) of the OTHER PART.

WHEREAS :

1. Shri Brijmohan Shyamsunder Khanna, Smt. Dhanvati Shyamsunder Khanna and Shri Shivkumar Shyamsunder Khanna were the joint owners of land bearing Old Survey No. 86, New Survey No. 5, Hissa No. 3 (Part),Old Survey No. 86, New Survey No. 5, Hissa No. 7 (Part),Old Survey No. 86, New Survey No. 5, Hissa No. 8 (Part), Old Survey No. 86, New Survey No. 5, Hissa No. 2(Part), Old Survey No. 88, New Survey No. 3, Hissa No. 1(Part), Old Survey No. 88, New Survey No. 3, Hissa No. 11(Part), Old Survey No. 89, New Survey No. 4, Hissa No. 2(Part), Old Survey No. 89, New Survey No. 4, Hissa No. 3(Part), Old Survey No. 89, New

Survey No. 4, Hissa No. 7(Part), Old Survey No. 89, New Survey No. 4, Hissa No. 8, Old Survey No. 89, New Survey No. 4, Hissa No. 9, Old Survey No. 89, New Survey No. 4, Hissa No. 10, Old Survey No. 89, New Survey No. 4, Hissa No. 11, Old Survey No. 89, New Survey No. 4, Hissa No. 12(Part), Old Survey No. 89, New Survey No. 4, Hissa No. 13(Part) and Old Survey No. 89, New Survey No. 4, Hissa No. 14(Part) all having corresponding C.T.S No. 3019, 3256 , 3464(Part), 3466 (Part), 3588 (Part), 3598 (Part), 3592, 3599 (Part), 3657, 3658, 3659, 3660, 3661, 3662, 3663, 3664, 3668 (Part), 3667 (Part), 3669 (Part), 3670 (Part), 3671, 3672, 3673, 3674, 3675, 3750, 3751, 3752, 3753, 3754,3755 and 3756 totally admeasuring 8705 sq. meters situate, lying and being at Village Mahajanwadi, Taluka and District Thane, in the Registration District and Sub-District of Thane, now within the limits of Mira Bhayandar Municipal Corporation (for short hereinafter jointly and collectively referred to as the **"Larger Property"**)

2. By a Mortgage Deed, dated 15th November, 1965 registered in the Office of Sub-Registrar of Assurance at Bombay under Sr. No. BOM-R/3517/1965 (for short hereinafter referred to as the **"First Mortgage Deed"**) Shri Brijmohan Shyamsunder Khanna, Smt. Dhanvati Shyamsunder Khanna, Shri Shivkumar Shyamsunder Khanna, Smt. Meena R. Kohli alias Smt. Meena Shivkumar Khanna and Miss Usha Shyamsunder Khanna in capacity of partners of M/s. Shiv Embroidery Manufacturing Company had created a mortgage lien in respect of land bearing Survey No. 86, 87, 88 and 89 comprising the larger property together with machines and fixtures mentioned therein in favour of The Maharashtra State Financial Corporation on the terms and conditions and subject to the proviso for redemption stipulated therein.

3. In compliance of the terms and conditions established in the first mortgage deed, The Maharashtra State Financial Corporation had agreed to lend and advance a mortgage loan of Rs. 7,68,900/- (Rupees Seven Lakh Sixty Eight Thousand and Nine Hundred Only) out of which a Sum of Rs. 3,42,000/- (Rupees Three Lakh Forty Two Thousand Only) was lend and advanced by The Maharashtra State Financial Corporation to M/s. Shiv Embroidery Manufacturing Company under the first mortgage deed and the balance loan amount of Rs. 1,58,000/- (Rupees One Lakh Fifty Eight Thousand Only) was agreed to be advanced subsequent to the execution and registration of the first mortgage deed.

4. On 25th March, 1966, The Maharashtra State Financial Corporation had lend and advanced the balance loan amount of Rs. 1,58,000/- (Rupees One Lakh Fifty Eight Thousand Only) to M/s. Shiv Embroidery Manufacturing Company and the receipt of the same was duly admitted and acknowledged by the partners of M/s. Shiv Embroidery Manufacturing Company by signing a Receipt dated 25th March, 1966 registered in the Office of Sub-Registrar of Assurance at Bombay under Sr. No. BOM-R/1062/1966.

5. In the year, 1966 Miss Usha Shyamsunder Khanna had retired from the partnership business of M/s. Shiv Embroidery Manufacturing Company and all the assets and liabilities of M/s. Shiv Embroidery Manufacturing Company was taken over by Shri Brijmohan Shyamsunder Khanna, Smt. Dhanvati Shyamsunder Khanna, Shri Shivkumar Shyamsunder Khanna, Smt. Meena R. Kohli alias Smt. Meena Shivkumar Khanna vide. a Partnership Deed dated 2nd January, 1967.

6. Pursuant to an Application dated 22nd May, 1967, The Maharashtra State Financial Corporation had agreed to lend and advance a further loan of Rs. 5,00,000/- (Rupees Five

Lakh Only) to Shri Brijmohan Shyamsunder Khanna, Smt. Dhanvati Shyamsunder Khanna, Shri Shivkumar Shyamsunder Khanna, Smt. Meena R. Kohli alias Smt. Meena Shivkumar Khanna by executing a Mortgage Deed dated 5th March, 1968 registered in the Office of Sub-Registrar of Assurance at Bombay under Sr. No. BOM-R/1003/1968 (for short hereinafter referred to as the **"Second Mortgage Deed"**) on the terms and conditions and subject to the proviso for redemption stipulated therein.

7. By a Deed of Conveyance dated 17th September, 1986 registered in the Office of Sub-Registrar of Assurance at Bombay under Sr. No. BBM-R/4224/1986 (for short hereinafter referred to as the **"Said Deed"**) M/s. Shiv Silk had sold, transferred and conveyed land bearing Survey No. 89, Hissa No. 9, admeasuring 480 sq. meters, Survey No. 87, Hissa No. 4, admeasuring 300 sq. meters, Survey No. 87, Hissa No. 3, admeasuring 680 sq. meters, Survey No. 88(Part), Hissa No. 1(Part), Survey No. 88(Part), Hissa No. 11(Part), Survey No. 89(Part), Hissa No. 3(Part), Survey No. 89(Part), Hissa No. 7(Part), Survey No. 86(Part), Hissa No. 1,2,3,5,7,8 &11(Part), totally admeasuring 5359.31 sq. meters Village Mahajanwadi, Taluka and District Thane, in the Registration District and Sub-District of Thane, now within the limits of Mira Bhayandar Municipal Corporation to M/s. S.K. Daing and Printing works and Gulmohar Silk Mills Pvt. Ltd. for the valuable consideration mentioned therein.

8. Smt. Dhanvati Shyamsunder Khanna died testate on 19th April, 1991 leaving behind Shri Brijmohan Shyamsunder Khanna and Shri Shivkumar Shyamsunder Khanna as her heirs and legal representatives entitled to the estate of the deceased including the larger property.

9. Shri Brijmohan Shyamsunder Khanna died intestate on 13th April, 1998 leaving behind three daughters namely Smt. Chanchal Brijmohan Khanna, Smt. Binu Brijmohan Khanna and Smt. Tanu Brijmohan Khanna alias Smt. Tanu Mohan Kukreja as his heirs and legal representatives entitled to the estate of the deceased including the larger property.

10. By Mutation Entry No. 46, dated 25th October, 2010 the names of Smt. Chanchal Brijmohan Khanna, Smt. Binu Brijmohan Khanna and Smt. Tanu Brijmohan Khanna alias Smt. Tanu Mohan Kukreja came to be mutated in the Property Register Card of the larger property as the legal heirs of late Shri Brijmohan Shyamsunder Khanna.

11. Shri Shivkumar Shyamsunder Khanna died intestate on 14th July, 2003 leaving behind two sons namely Shri Sanjeev Shivkumar Khanna , Shri Rajiv Shivkumar Khanna and a married daughter by name Smt. Nidhi Shivkumar Khanna alias Smt. Nidhi Gaurav Kapoor as his heirs and legal representatives entitled to the estate of the deceased including the larger property.

12. By Mutation Entry No. 47, dated 25th October, 2010 the names of Shri Sanjeev Shivkumar Khanna and Shri Rajiv Shivkumar Khanna came to be mutated in the Property Register Card of the larger property as the legal heirs of late Shri Shivkumar Shyamsunder Khanna.

13. By a Deed of Sale dated 25th May, 2011 registered in the office of Sub- Registrar of Assurance at Thane, under Sr. No.TNN-4/4439/2011 (for short hereinafter referred to as the **"First Sale Deed"**) M/s. Gulmohur Silk Mills Pvt. Ltd. had sold, transferred and conveyed land bearing Old Survey No. 88, New Survey No. 3, Hissa No. 1 (Part), Old Survey No. 88, New Survey No. 3, Hissa No. 11(Part), Old Survey No. 89, New

Survey No. 4, Hissa No. 3(Part), Old Survey No. 89, New Survey No. 4, Hissa No. 7(Part), Old Survey No. 86, New Survey No. 5, Hissa No. 1 (Part), Old Survey No. 86, New Survey No. 5, Hissa No. 2 (Part), Old Survey No. 86, New Survey No. 5, Hissa No. 3 (Part), Old Survey No. 86, New Survey No. 5, Hissa No. 5 (Part), Old Survey No. 86, New Survey No. 5, Hissa No. 7 (Part), Old Survey No. 86, New Survey No. 5, Hissa No. 8 (Part) and Old Survey No. 86, New Survey No. 5, Hissa No. 11 (Part) totally admeasuring 5359 sq. meters comprising the larger property together with well surrounding space admeasuring 116.78 sq. meters to Shri Sanjeev Shivkumar Khanna and Shri Rajiv Shivkumar Khanna for the valuable consideration mentioned therein.

14. By a Deed of Conveyance dated 6th July, 2011 registered in the office of Sub- Registrar of Assurance at Thane, under Sr. No.TNN- 4/05596/2011, dated 7th July, 2011 (for short hereinafter referred to as the **"Second Sale Deed"**) Shri Sanjeev Shivkumar Khanna and Shri Rajiv Shivkumar Khanna with the consent and confirmation of Smt. Nidhi Shivkumar Khanna alias Smt. Nidhi Gaurav Kapoor, Smt. Chanchal Brijmohan Khanna, Smt. Binu Brijmohan Khanna and Smt. Tanu Brijmohan Khanna alias Smt. Tanu Mohan Kukreja had sold transferred and conveyed land bearing Old Survey No. 86, New Survey No. 5, Hissa No. 3 (Part),Old Survey No. 86, New Survey No. 5, Hissa No. 7 (Part),Old Survey No. 86, New Survey No. 5, Hissa No. 8 (Part), Old Survey No. 89, New Survey No. 4, Hissa No. 7(Part), Old Survey No. 89, New Survey No. 4, Hissa No. 8, Old Survey No. 89, New Survey No. 4, Hissa No. 9, Old Survey No. 89, New Survey No. 4, Hissa No. 10, Old Survey No. 89, New Survey No. 4, Hissa No. 11, , Old Survey No. 89, New Survey No. 4, Hissa No. 13 and Old Survey No. 89, New Survey No. 4, Hissa No. 14 all having corresponding C.T.S No. 3466 (Part), 3537, 3538, 3587,

3464(Part), 3588 (Part), 3657, 3658, 3659, 3660, 3661, 3662, 3663, 3664, 3667 (Part), 3670, 3671, 3668 (Part), 3672, 3673, 3674, 3675, 3750, 3751, 3752, 3754, 3699 (Part), 3755, 3756, 3753 and 3599 (Part) totally admeasuring 6887 sq. meters comprising the larger property to M/s. Zircon Infrastructure Pvt. Ltd for the valuable consideration mentioned therein.

15. In pursuance of the second sale deed, Shri Sanjeev Shivkumar Khanna and Shri Rajiv Shivkumar Khanna had executed a Power of Attorney, dated 6th July, 2011 registered in the office of Sub- Registrar of Assurance at Thane, under Sr. No.TNN-4/05597/2011 (for short hereinafter referred to as the **"First Power of Attorney"**) in favour of one of the directors of M/s. Zircon Infrastructure Pvt. Ltd conferring upon it several powers inter-alia power to sell land bearing Old Survey No. 86, New Survey No. 5, Hissa No. 3 (Part),Old Survey No. 86, New Survey No. 5, Hissa No. 7 (Part),Old Survey No. 86, New Survey No. 5, Hissa No. 8 (Part), Old Survey No. 89, New Survey No. 4, Hissa No. 7(Part), Old Survey No. 89, New Survey No. 4, Hissa No. 8, Old Survey No. 89, New Survey No. 4, Hissa No. 9, Old Survey No. 89, New Survey No. 4, Hissa No. 10, Old Survey No. 89, New Survey No. 4, Hissa No. 11, , Old Survey No. 89, New Survey No. 4, Hissa No. 13 and Old Survey No. 89, New Survey No. 4, Hissa No. 14 all having corresponding C.T.S No. 3466 (Part), 3537, 3538, 3587, 3464(Part), 3588 (Part), 3657, 3658, 3659, 3660, 3661, 3662, 3663, 3664, 3667 (Part), 3670, 3671, 3668 (Part), 3672, 3673, 3674, 3675, 3750, 3751, 3752, 3754, 3699 (Part), 3755, 3756,3753 and 3599 (Part) totally admeasuring 6887 sq. meters comprising the larger property to the person/persons of its choice including power to execute deed of conveyance and such other instruments in favour of ultimate transferee thereof and to register the same before the Sub-Registrar of Assurance and to admit the execution thereof.

16. By a Deed of Conveyance dated 6th July, 2011 registered in the office of Sub- Registrar of Assurance at Thane, under Sr. No.TNN- 4/05598/2011 (for short hereinafter referred to as the **"Third Sale Deed"**) Shri Sanjeev Shivkumar Khanna and Shri Rajiv Shivkumar Khanna with the consent and confirmation of Smt. Nidhi Shivkumar Khanna alias Smt. Nidhi Gaurav Kapoor, Smt. Chanchal Brijmohan Khanna, Smt. Binu Brijmohan Khanna and Smt. Tanu Brijmohan Khanna alias Smt. Tanu Mohan Kukreja had sold transferred and conveyed land bearing Old Survey No. 86, New Survey No. 5, Hissa No. 2(Part),Old Survey No. 86, New Survey No. 5, Hissa No. 8(Part), Old Survey No. 88, New Survey No. 3, Hissa No. 1(Part), Old Survey No. 88, New Survey No. 3, Hissa No. 11(Part), Old Survey No. 89, New Survey No. 4, Hissa No. 7(Part), Old Survey No. 89, New Survey No. 4, Hissa No. 2, Old Survey No. 89, New Survey No. 4, Hissa No. 3(Part), Old Survey No. 89, New Survey No. 4, Hissa No. 12(Part), Old Survey No. 89, New Survey No. 4, Hissa No. 13(Part) and Old Survey No. 89, New Survey No. 4, Hissa No. 14(Part) all having corresponding C.T.S No. 3019, 3256, 3464 (Part), 3465 (Part), 3588 (Part), 3589, 3667 (part), 3669 (Part) and 3592 totally admeasuring 1818 sq. meters comprising the larger property to M/s. Zircon Infrastructure Pvt. Ltd.

17. In pursuance of the third sale deed, Shri Sanjeev Shivkumar Khanna and Shri Rajiv Shivkumar Khanna had executed a Power of Attorney, dated 6th July, 2011 registered in the office of Sub- Registrar of Assurance at Thane, under Sr. No.TNN-4/05599/2011 (for short hereinafter referred to as the **"Second Power of Attorney"**) in favour of one of the directors of M/s. Zircon Infrastructure Pvt. Ltd conferring upon it several powers inter-alia power to sell land bearing Old Survey No. 86, New Survey No. 5, Hissa No. 2(Part),Old Survey No. 86, New Survey No. 5, Hissa No. 8(Part), Old Survey No. 88, New

Survey No. 3, Hissa No. 1(Part), Old Survey No. 88, New Survey No. 3, Hissa No. 11(Part), Old Survey No. 89, New Survey No. 4, Hissa No. 7(Part), Old Survey No. 89, New Survey No. 4, Hissa No. 2, Old Survey No. 89, New Survey No. 4, Hissa No. 3(Part), Old Survey No. 89, New Survey No. 4, Hissa No. 12(Part), Old Survey No. 89, New Survey No. 4, Hissa No. 13(Part) and Old Survey No. 89, New Survey No. 4, Hissa No. 14(Part) all having corresponding C.T.S No. 3019, 3256, 3464 (Part), 3465 (Part), 3588 (Part), 3589, 3667 (part), 3669 (Part) and 3592 totally admeasuring 1818 sq. meters comprising the larger property to the person/persons of its choice including power to execute deed of conveyance and such other instruments in favour of ultimate transferee thereof and to register the same before the Sub-Registrar of Assurance and to admit the execution thereof.

18. Subsequent to the execution and registration of the **third sale deed** viz. Deed of Conveyance dated 6th July, 2011 registered in the office of Sub- Registrar of Assurance at Thane, under Sr. No.TNN- 4/05598/2011 an error had cropped up in the Deed of Conveyance dated 6th July, 2011 registered in the office of Sub- Registrar of Assurance at Thane, under Sr. No.TNN-4/05598/2011 and the said error came to be rectified by a Deed of Rectification, dated 31st December, 2019 registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/ 105/2020 on 3rd January, 2020 (for short hereinafter referred to as the **"First Deed"**) executed by and between the parties thereto and accordingly, the Deed of Conveyance dated 6th July, 2011 registered in the office of Sub- Registrar of Assurance at Thane, under Sr. No.TNN- 4/05598/2011 was rectified.

19. Subsequent to the execution and registration of the **second sale deed** viz. Deed of Conveyance dated 6th July, 2011 registered in the office of Sub- Registrar of Assurance at Thane,

under Sr. No.TNN- 4/05596/2011 an error had cropped up in the Deed of Conveyance dated 6th July, 2011 registered in the office of Sub- Registrar of Assurance at Thane, under Sr. No.TNN- 4/05596/2011 and the said error came to be rectified by a Deed of Rectification, dated 31st December, 2019 registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/106/2020 on 3rd January, 2020 (for short hereinafter referred to as the **"Second Deed"**) executed by and between the parties thereto and accordingly, the Deed of Conveyance dated 6th July, 2011 registered in the office of Sub- Registrar of Assurance at Thane, under Sr. No.TNN-4/05596/2011 was rectified.

20. By Mutation Entry No. 97, dated 31st July, 2015 the name of M/s. Zircon Infrastructure Pvt. Ltd., came to be mutated in the Property Register Card of the larger property as the owner thereof.

21. In the year 2016, the Private Limited Company of M/s. Zircon Infrastructure Pvt. Ltd., came to be converted into a Limited Liability Partnership Firm in the name and style of "M/s. Zircon Infrastructure LLP".

22. By an Order Ref. No. Revenue/K-1/T-2/Land/KV-9901/2017, dated 9th October, 2017, the Tahsildar of Thane had granted N.A. Permission in respect of the larger property.

23. By a Deed of Conveyance dated 21st October, 2020 registered in the office of Sub- Registrar of Assurance at Thane, under Sr. No.TNN- 4/6204/2020 (for short hereinafter referred to as the **"Fourth Sale Deed"**) Smt. Chanchal Brijmohan Khanna, Smt. Binu Brijmohan Khanna and Smt. Tanu Brijmohan Khanna alias Smt. Tanu Mohan Kukreja with the consent and confirmation of Shri Sanjeev Shivkumar Khanna and Shri

Rajiv Shivkumar Khanna had sold transferred and conveyed land bearing Old Survey No. 86, New Survey No. 5, Hissa No.7 (Part), admeasuring 4682.80 having corresponding C.T.S. No. 3757, admeasuring 4.50 sq. meters, C.T.S. NO. 3599/B, admeasuring 4450.80 sq. meters, C.T.S. No. 3600, admeasuring 227.50 sq. meters, Old Survey No. 86, New Survey No. 5, Hissa No. 3(Part), admeasuring 1389.40 sq. meters having corresponding C.T.S. No. 3466 (Part)/B, admeasuring 211.90 sq. meters, C.T.S. No. 3466 (Part)/C, admeasuring 1128.80 sq. meters, C.T.S. No. 3540, admeasuring 48.7 sq. meters, Old Survey No. 86, New Survey No. 5, Hissa No. 4, admeasuring 73.40 sq. meters having corresponding C.T.S. No. 3467 admeasuring 73.40 sq. meters, Old Survey No. 86, New Survey No. 5, Hissa No. 5, admeasuring 417.50 sq. meters having corresponding C.T.S. No. 3468 admeasuring 417.50 sq. meters, Old Survey No. 86, New Survey No. 5, Hissa No. 6, admeasuring 274.6 sq. meters, Old Survey No. 86, New Survey No. 5, Hissa No.1(Part), admeasuring 1215.50 sq. meters, Old Survey No. 87, New Survey No. 2, Hissa No.1, admeasuring 2880 sq. meters, Old Survey No. 87, New Survey No. 2, Hissa No.2(Part), admeasuring 550 sq. meters, Old Survey No. 87, New Survey No. 2, Hissa No. 3, admeasuring 600 sq. meters, Old Survey No. 87, New Survey No. 2, Hissa No. 5, admeasuring 200 sq. meters, Old Survey No. 88, New Survey No. 3, Hissa No. 1 (Part), admeasuring 2146.20 sq. meters, Old Survey No. 88, New Survey No. 3, Hissa No.2, admeasuring 1170 sq. meters, Old Survey No. 88, New Survey No. 3, Hissa No. 5, admeasuring 80 sq. meters, Old Survey No. 88, New Survey No. 3, Hissa No.7, admeasuring 300 sq. meters, Old Survey No. 88, New Survey No. 3, Hissa No.8, admeasuring 230 sq. meters, Old Survey No. 88, New Survey No. 3, Hissa No. 9, admeasuring 450 sq. meters, Old Survey No. 88, New Survey No. 3, Hissa No.10, admeasuring 560 sq. meters having

collectively corresponding C.T.S. No. 3588/B, admeasuring 10381.70 sq. meters and Old Survey No. 87, New Survey No. 2, Hissa No. 4(Part), admeasuring 5.50 sq. meters having corresponding C.T.S. No. 3257, admeasuring 5.50 sq. meters, situate, lying and being at Village Mahajanwadi, Taluka and District Thane, in the Registration District and Sub-District of Thane, now within the limits of Mira Bhayandar Municipal Corporation to M/s. Creative Builders for the valuable consideration mentioned therein.

24. Subsequent to the execution and registration of the **fourth sale deed** viz. Deed of Conveyance dated 21st October, 2020 registered in the office of Sub- Registrar of Assurance at Thane, under Sr. No.TNN- 4/6204/2020 an error had cropped up in the Deed of Conveyance dated 21st October, 2020 registered in the office of Sub- Registrar of Assurance at Thane, under Sr. No.TNN- 4/6204/2020 and the said error came to be rectified by a Deed of Rectification, dated 24th September, 2021 registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/13063/2021 (for short hereinafter referred to as the **"Third Deed"**) executed by and between the parties thereto and accordingly, the Deed of Conveyance dated 21st October, 2020 registered in the office of Sub- Registrar of Assurance at Thane, under Sr. No.TNN- 4/6204/ 2020 was rectified.

25. For the purpose of constructing building/s on the larger property, M/s. Zircon Infrastructure LLP had obtained the following permissions and sanctions from the authorities concerned including the Mira Bhayandar Municipal Corporation:

i. Commencement Certificate No. MB/MNP/NR/662/ 2018-19, dated 4th May, 2018 granted by the Mira Bhayandar Municipal Corporation in respect of

building/s to be constructed in the layout of the larger property.

ii. By an Order dated 4th October, 2019 the State Level Environment Impact Assessment Authority had granted Environment Clearance Certificated for proposed Residential cum Commercial project on the larger property.

iii. The Fire Department of Mira Bhayandar Municipal Corporation had granted its Provisional No Objection Certificate in respect of the larger property vide Letter Ref. No. MBMC/FIRE/980/2017-18, dated 21st December, 2021.

iv. The Fire Department of Mira Bhayandar Municipal Corporation had granted its Revised No Objection Certificate in respect of the larger property vide Letter Ref. No. MBMC/FIRE/612/2021-22, dated 1st September, 2021.

v. Revised Commencement Certificate No. MNP/NR/342/ 2022-23, dated 28th April, 2022 granted by the Mira Bhayandar Municipal Corporation in respect of building/s to be constructed in the layout of the larger property.

vi. The Fire Department of Mira Bhayandar Municipal Corporation had granted its Revised No Objection Certificate in respect of the larger property vide Letter Ref. No. MBMC/FIRE/511/2023-24, dated 7th August, 2023.

vii. The Fire Department of Mira Bhayandar Municipal Corporation had granted its Revised No Objection Certificate in respect of the larger property vide Letter

Ref. No. MBMC/FIRE/1196/2023-24, dated 8th December, 2023.

26. By a Development Agreement, 26th October, 2023 registered in the office of Sub-Registrar of Assurance at Thane, under Sr. No.TNN-10/19252/2023 (for short hereinafter referred to as the **"Said Agreement"**) M/s. Zircon Infrastructure LLP had granted and assigned the development rights in respect of the **larger property** viz. land bearing Old Survey No. 86, New Survey No. 5, Hissa No. 3 (Part),Old Survey No. 86, New Survey No. 5, Hissa No. 7 (Part),Old Survey No. 86, New Survey No. 5, Hissa No. 8 (Part), Old Survey No. 86, New Survey No. 5, Hissa No. 2(Part), Old Survey No. 88, New Survey No. 3, Hissa No. 1(Part), Old Survey No. 88, New Survey No. 3, Hissa No. 11(Part), Old Survey No. 89, New Survey No. 4, Hissa No. 2(Part), Old Survey No. 89, New Survey No. 4, Hissa No. 3(Part), Old Survey No. 89, New Survey No. 4, Hissa No. 7(Part), Old Survey No. 89, New Survey No. 4, Hissa No. 8, Old Survey No. 89, New Survey No. 4, Hissa No. 9, Old Survey No. 89, New Survey No. 4, Hissa No. 10, Old Survey No. 89, New Survey No. 4, Hissa No. 11, Old Survey No. 89, New Survey No. 4, Hissa No. 12(Part), Old Survey No. 89, New Survey No. 4, Hissa No. 13(Part) and Old Survey No. 89, New Survey No. 4, Hissa No. 14(Part) all having corresponding C.T.S No. 3019, 3256, 3464(Part), 3466 (Part), 3588 (Part), 3598 (Part), 3592, 3599 (Part), 3657, 3658, 3659, 3660, 3661, 3662, 3663, 3664,3665, 3668 (Part), 3667 (Part), 3669 (Part), 3670 (Part), 3671, 3672, 3673, 3674, 3675, 3750, 3751, 3752, 3753, 3754,3755,3756 and 3757 totally admeasuring 8705 sq. meters situate, lying and being at Village Mahajanwadi, Taluka and District Thane, in the Registration District and Sub-District of Thane, together with the benefits of the permissions and sanctions granted by the authorities concerned including the Mira Bhayandar Municipal

Corporation to the Promoter herein for the price and on terms and conditions stipulated therein.

27. In pursuance of the said agreement, M/s. Zircon Infrastructure LLP had executed a Power of Attorney dated 26th October, 2023 registered in the office of Sub-Registrar of Assurance at Thane, under Sr. No.TNN-10/19254/2023 (for short hereinafter referred to as the **"Third Power of Attorney"**) in favour of the partners of Promoter herein conferring upon them several powers inter-alia power to deal with the larger property by constructing building/s thereon and to sell the flats and shops in building/s to the prospective purchaser thereof.

28. Pursuant to an Application dated 31st January, 2024, the Mira Bhayandar Municipal Corporation had issued Revised Commencement Certificate No. MBMC/7008/2024/APL/ 0003/AutoDCR, dated 18th March, 2024 in respect of building/s to be constructed on the layout of the larger property to M/s. Shree Salasar Sahakar.

29. On the basis of permissions and sanctions granted by the authorities concerned as referred in the foregoing recitals, the Promoter has commenced the work of construction of the building known as "_____" on area admeasuring _____ sq. meters forming the portion of the larger property, more particularly described in the First Schedule hereunder written (for short hereinafter referred to as the "**Said Building**").

30. The Promoter hereby represent that there is a potentiality of loading additional F.S.I. on the said building and as such, the Promoter is in the process of availing additional F.S.I. to load the same on the said building.

31. The Promoter has entered into a standard agreement with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.

32. The Promoter has registered the project under the provisions of the Act with the Real Estate (Regulation and Development) Act, 2016 read with Maharashtra Rules, 2017 with the Real Estate Regulatory Authority at Thane under Registration No. _____, dated _____. Hereto annexed and marked as **Annexure-**___ is the photo copy of Real Estate Regulatory Authority at Thane under Registration No. _____, dated _____.

33. The Promoter has appointed a structural Engineer for preparation of the structural design and drawings of the building and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.

34. By virtue of the agreements executed by and between the parties thereto as mentioned in the foregoing recitals, the Promoter has sole and exclusive right to sell the flats in the said building the then to be constructed by the Promoter in the layout of the larger property, more particularly described in the First Schedule hereunder written and to enter into agreement/s with the Allottee/s of the flats and to receive the sale consideration in respect thereof.

35. On demand from the Allottee/s, the Promoter has given inspection to the Allottee of all the documents of title relating to the larger property and the plans, designs and specification prepared by the Promoter's Architect by

name M/s._____, having office at _____ and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the **"Said Act"**) and the Rules and Regulations made there under. Hereto annexed and marked as **Annexure-**_____ is the photo copy of plans, designs and specification prepared by the Promoter's Architect by name M/s. _____.

36. The authenticated copy of Title Certificate issued by the Advocate Shri _____, dated _____ of the Promoter, authenticated copies of Village Forms VI and VII and XII and other relevant revenue record showing the nature of the title of the Promoter to the larger property on which the building is to be constructed have been annexed hereto and marked as **Annexure-**_____

37. The authenticated copies of the plan of the layout as approved by the Mira Bhayander Municipal Corporation. Hereto annexed and marked as **Annexure-**_____**colly**. is the copy of the layout plan as approved by the Mira Bhayander Municipal Corporation.

38. The Promoter has got approvals from the concerned local authorities to the plans, specifications, elevations, sections and of the said building and shall obtain the balance approvals from various authorities from time to time so as to obtain building completion certificate/ occupancy certificate of the building.

39. While sanctioning the said plans the Mira Bhayander Municipal Corporation has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing

the larger property and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the Mira Bhayander Municipal Corporation.

40. The Promoter has accordingly commenced construction of the said building in accordance with the said proposed plans.

41. The Allottee has applied to the Promoter for allotment of an Flat No. ____ admeasuring _____sq. feet on _____ floor in the said building to be constructed in the layout of the larger property, more particularly described in the Second Schedule hereunder written (for short hereinafter referred to as the "**Said Flat**" for the sake of brevity and convenience).

42. The carpet area of the said flat is _____ sq. meters and carpet area means the net usable floor area of the flat, excluding the area covered by the external walls areas under services shafts, exclusive balcony appurtenant to the said flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said flat for exclusive use of the Allottee but includes the area covered by the internal partition walls of the flat.

43. The parties relying on the confirmation, representation and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in the agreement and all applicable laws are now willing to enter into this agreement on the terms and conditions appearing hereinafter.

44. Prior to the execution of these presents, the Allottee has paid to the Promoter a sum of Rs._____/- (Rupees _____ Only) being part of the payment of sale consideration of the flat agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the Promoter doth hereby admit and acknowledge to have received the said sum by signing the receipt clause written hereunder) and the Allottee has agreed to pay to the Promoter the balance of sale consideration in the manner hereinafter appearing.

45. Under Section 13 of the said Act, the Promoter is required to execute a written agreement for sale of the said flat with the Allottee, being in fact these presents and also to register said agreement under the provisions of Indian Registration Act, 1908.

46. In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell the said flat, more particularly described in the Second Schedule hereunder written and the Allottee hereby agrees to purchase the said flat, more particularly described in the Second Schedule hereunder written and the garage/covered parking at the price and on the terms and conditions mutually agreed by and between the parties hereto as hereinafter appearing.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. The Promoter shall construct the said building on the larger property in accordance with the plans, designs and

specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Flat of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1(a)(i) The Allottee hereby agrees to purchase the said flat from the Promoter and the Promoter hereby agrees to sell a Flat No._____, admeasuring _____sq. meters on the _____ floor in the said building, more particularly described in the Second Schedule hereunder written (hereinafter referred to as the **"Said Flat"**) to the Allottee as shown in the floor plan thereof for the consideration of Rs._____/- including Rs._____/- being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule hereunder written (the price of the flat including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase the said flat from the Promoter and the Promoter hereby agrees to sell the said flat to the Allottee together with Puzzle/Stag/Covered Parking bearing Nos. _____ being

constructed in the layout of the larger property for the consideration of Rs._____/-.

(iii) The Allottee hereby agrees to purchase the said flat from the Promoter and the Promoter hereby agrees to sell the said flat to the Allottee together with covered parking spaces bearing Nos. ____ situate at stilt being constructed in the layout of the larger property for the consideration of Rs._____/-.

1(b) The total aggregate consideration amount for the flat including Puzzle/Stag /covered parking spaces is thus Rs._____/-.

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ Only) of the total consideration as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs._____/- (Rupees _____ Only) in the following manner :-

i. Rs. _____/- (Rupees _____ Only) being the 5% of the total consideration of the said flat to be paid by the Allottee to the Promoter on execution of these presents.

ii. Rs. _____/- (Rupees _____ Only) being 5% of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the Piling of the building in which the said flat is located.

iii. Rs. _____/- (Rupees _____ Only) being 10% of the total consideration of the said flat to be paid to the Promoter on completion of the Plinth of the building or wing in which the said flat is located.

iv. Rs. _____/- (Rupees _____ Only) being the 5% of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the first slab of the building in which the said flat is located.

v. Rs. _____/- (Rupees _____ Only) being the 5% of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the second slab of the building in which the said flat is located.

vi. Rs. _____/- (Rupees _____ Only) being the 5 % of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the third slab of the building in which the said flat is located.

vii. Rs. _____/- (Rupees _____ Only) being the 5 % of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the fourth slab of the building in which the said flat is located.

viii. Rs. _____/- (Rupees _____ Only) being the 5 % of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the fifth slab of the building in which the said flat is located.

ix. Rs. _____/- (Rupees _____ Only) being the 5 % of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the sixth slab of the building in which the said flat is located.

x. Rs. _____/- (Rupees _____ Only) being the 5 % of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the seventh slab of the building in which the said flat is located.

xi. Rs. _____/- (Rupees _____ Only) being the 5 % of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the eighth slab of the building in which the said flat is located.

xii. Rs. _____/- (Rupees _____ Only) being the 5 % of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the ninth slab of the building in which the said flat is located.

xiii. Rs. _____/- (Rupees _____ Only) being the 5 % of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the tenth slab of the building in which the said flat is located.

xiii. Rs. _____/- (Rupees _____ Only) being the 5 % of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the eleventh slab of the building in which the said flat is located.

xiv. Rs. _____/- (Rupees _____ Only) being 5 % of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the brick work of the building in which the said flat is located.

xv. Rs. _____/- (Rupees _____ Only) being 5 % of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the walls, internal plaster of the building in which the said flat is located.

xvi. Rs. _____/- (Rupees _____ Only) being 5% of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the floorings, doors and windows of the building in which the said flat is located.

xvii. Rs._____/- (Rupees _____ Only) being 5 % of the total consideration of the said flat to be paid by the Allottee to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the agreement of sale of the building in which the said flat is located.

xviii. Balance 5% of Rs._____/- (Rupees _____ Only) against and at the time of handing over of the possession of the said flat to be paid by the Allottee or after receipt of occupancy certificate or completion certificate.

1(d) the total price above excludes taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, GST and TDS or any other similar taxes which may be levied in connection with the construction of and carrying out the Project payable by the Promoter) upto the date of handing over the possession of the flat.

1(e) the total price is escalation-free, save and except escalations/ increases due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges cost or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/ order/rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) the Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building 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 three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter, if there is any reduction in the carpet area within the defined limit then Promoter shall

refund the excess money paid by Allottee with forty five days with annual interest at the rate specified in the rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this agreement.

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

2. In addition to the purchase price of the said flat, the Allottee shall contribute a sum of Rs. _____ /- (Rupees _____ Only) towards the club house and other amenities to be provided by the Promoter in the layout of the larger property and same shall be paid by the Allottee to the Promoter at the time to taking over the possession of the said flat from the Promoter and same shall be a condition precedent for handing over the possession of the flat by the Promoter to the Allottee in the said building.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned Mira Bhayander Municipal Corporation at the time of

sanctioning the said plans or thereafter and shall before handing over possession of the flat to the Allottee, obtain from the Mira Bhayander Municipal Corporation occupancy and/or completion certificate in respect of the flat.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the flat to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate of the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause 1(c) hereinabove. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index (FSI) available as on date in respect of the project land is _____ sq. meters and the Promoter has planned to utilize the Floor Space Index by availing TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations which are applicable to the said project and for the same, the Allottee hereby accord his/her/their irrevocable approval to the Promoter to load the additional F.S.I. on the larger property. Provided

further that the Allottee is/are aware and now specifically made aware that the Promoter not only proposes to develop the of the larger property but is also desirous of developing the adjoining property/adjoining society by amalgamating the of the larger property with such adjoining property/adjoining society and in such event, there may be additional construction of buildings in the entire layout on account increase in FSI due to such amalgamation and for the same, the Allottee hereby accord his/her/their irrevocable approval to the Promoter to amalgamate the of the larger property with such adjoining properties/adjoining societies and they/he/she shall not take any kind of objection for the same.

3.1 The Allottee is/are aware that at present building plan in respect of said building is sanctioned up to ____ floors. This shall operate as an irrevocable approval in writing of the Allottee/s to the Promoter carrying out such changes in the building plans. PROVIDED THAT if such variations and modifications relates to addition and alteration in lay-out plan of the said Building or common area then the Promoter shall before carrying out such addition or alteration in lay-out plan or specification of the building or common area obtain prior approval as required under the Act of the Allottee/s who have agreed to take Said flat in said building PROVIDED FURTHER that the Promoter is entitled to exploit the total F.S.I of the larger property to fullest extent by carrying out such additional development and/or alterations and/or additions and/or modifications in the said building and/or other building/s to be constructed on the layout of the larger Property,. This shall operate as an

irrevocable approval in writing of the Allottee/s to the Promoters carrying out such changes in the building plans/layout plan. If the building/ Wing in which the Allottee/s have agreed to acquire the said flat, are completed earlier than other buildings/ Wing on the larger property, the Allottee/s confirms that the Promoters then will be entitled to utilize any F.S.I. whether T.D.R. or any other benefits or otherwise, which may be available on the larger Property or any part thereof or any adjoining property or property as the case may be written.

4. If the Allottee makes delay in making the payment of the said flat then in that case the Allottee agrees to pay to the Promoter interest as specified in the Rule on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this agreement from the date the said amount is payable by the Allottee/s to the Promoter.

4.1 Without prejudice to the right of the Promoter to charge interest in terms of clause 4 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this agreement (including his/her proportionate share of taxes levied by Mira Bhayander Municipal Corporation and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoter shall at its own option may terminate this agreement. Provided that the Promoter shall give notice of fifteen days in writing to the Allottee by registered Post A.D. at the address provided by the Allottee of his

intention to terminate this agreement and of the specified breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this agreement. Provided further that upon termination of this agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidate damages or any other amount which may be payable to the Promoter) within a period of thirty days of the termination, the installments of sale consideration of the flat which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand or price range (if unbranded) to be provided by the Promoter in the said building and in the said flat as set out in **Annexure-** _____ annexed hereto.

6. The Promoter shall give possession of the flat to the Allottee on or before ____ day of _____, 20___ . If the Promoter fails or neglects to give possession of the flat to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the flat with interest at the same rate as mentioned in Clause 4.1 hereinabove from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to

reasonable extension of time for giving delivery of flat on the aforesaid date, if the completion of building in which the flat is to be situated is delayed on account of –

i) war, civil commotion or act of God;

ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7. Procedure for taking possession – The Promoter upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the flat to the Allottee in terms of this agreement to be taken within three months from the date of issue of such notice and the Promoter shall give possession of the flat to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees to pay the maintenance charges as determined by the Promoter or association of the Allottees as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within seven days of receiving the occupancy certificate of the project.

7.1 The Allottee shall take possession of the flat within _____ days of the written notice from the Promoter to the Allottee intimating that the flats are ready for use and occupancy.

7.2 Failure of Allottee to take possession of Flat – Upon receiving a written intimation from the Promoter as per Clause 7.1, the Allottee shall take possession of the flat from the Promoter by executing necessary

indemnities, undertakings and such other documentation as prescribed in this agreement and the Promoter shall give possession of the flat to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.1, such Allottee shall continue to be liable to pay maintenance charges as applicable and in the event, the Allottee fails to pay the maintenance charges on or before due date, the Promoter/Society shall charge the interest @ _____% per _____ on the maintenance charges.

7.3 If within a period of five years from the date of handing over the flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the flat or the building in which the flats are situated or any defects on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the flat or any part thereof or permit the same to be used only for purpose of residence only. He/she shall use the stilt or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other Allottees of flats in the building shall join in forming and registering the Society or Association or a Limited Company to be know by such name as the Promoter may decide and for this purpose also from time to

time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the Society or Association or a Limited Company and for becoming a member including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within _____days of the same being forwarded by the Promoter to the Allottee so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken from the Allottee if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association as may be required by the registrar of Co-operative Societies or the Registrar of Companies as the case may be, or any other Competent Authority.

10. The Allottee hereby agree, confirm and place on record that after formation and registration of the society of the said building, the Promoter shall have exclusive right to sell the unsold flats and other premises to the prospective purchasers thereof by executing agreements to that effect and till then, the society shall not be entitled to claim the maintenance charges of unsold flats and other premises in the said building either from the Promoter or the prospective purchasers thereof. However, in the event, the Promoter let out the unsold flats to any person or persons on leave and license basis, the Promoter shall be liable to pay the maintenance of the unsold flats to the society.

11. The Promoter shall within three months of registration of the Society or Association or a Limited Company as aforesaid, cause to be transferred to the Society or Limited Company all the right, title and interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in which the said flat is situated.

11.1 The Promoter shall within three months of registration of the Federation/Apex Body of the Societies or Limited Company as aforesaid cause to be transferred to the Federation/Apex Body, all the right, title and interest of the Vendor/ Lessor/ Original Owner/ Promoter and/or the owners in the project on which the building with multiple wings or buildings are constructed.

11.2 Within fifteen days after notice in writing is given by the Promoter to the Allottee that the flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the flat) of outgoings in respect of the project land and building/s namely local taxes, betterment charges or such other levies by the Mira Bhayander Municipal Corporation and/or Government water charges, insurance, common lights, repairs and salaries or clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter provisional monthly contribution of Rs._____/- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a

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

12. The Allottee shall keep deposited with the Promoter, the following amounts on or before delivery of possession of the said flat.

i) Rs._____/- for share money, application entrance fee of the Society or Limited Company/Federation/Apex Body;

ii) Rs._____/- for formation and registration of the Society or Limited Company/Federation/Apex Body;

iii) Rs._____/- for proportionate share of taxes and other charges/levies in respect of Society or Limited Company/ Federation/Apex Body;

iv) Rs._____/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex Body;

v) Rs._____/- for deposit towards water connection charges, electric and other utility and services

vi) Rs._____/- for deposit of electrical receiving and Sub-Station provided in the layout of the larger property.

13. The Allottee shall pay to the Promoter a sum of Rs._____/- for meeting all legal costs, charges and expenses including professional costs of the Attorney at Law/Advocates of the Promoter in connection with formation of the Society or Limited Company/ Federation/ Apex Body and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

14. At the time of registration of conveyance or lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter the Allottees' share of stamp duty and registration charges payable by the Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the building/wing of the building. At the time of registration of conveyance or lease of the project land, the Allottee shall pay to the Promoter the Allottees' share of stamp duty and registration charges payable by the Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of land to be executed in favour of the Apex Body or Federation.

15. **REPRESENTATIONS AND WARRANITES OF THE PROMOTER:** The Promoter hereby represents and warrants to the Allottee as follows:

i. The Promoter has clear and marketable title with respect to the project land as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal

possession of the project land for the implementation of the project;

ii. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall at all times remain to be in compliance with all applicable laws in relation to the project, project land and said building/wing and common areas;

vi. The Promoter has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein may prejudicially be affected.

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the project land including the project and the said flat which will in any manner affect the rights of the Allottee under this agreement.

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

ix. At the time of execution of the conveyance deed of the structure to the association of the Allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common area as of the structure to the Association of the Allottees.

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, imposition, premium, damages and/or penalties and other outgoings whatsoever payable with respect to the said project to the competent authorities.

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the larger property) has been received or served upon the Promoter in respect of the project land and/or the project except those disclosed in the title report.

16. The Allottee/s or himself/herself/themselves with intention to bring all persons into whosoever hands the flat may come hereby covenants with the Promoter as follows:

i. To maintain the flat at the Allottees own cost in good and tenable condition from the date that of possession of the flat is taken and shall not do or suffer to be done anything in or to the building in which the change/alter or make addition in or to the building in which the flat is situated and the flat itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the flat is situated including entrances of the building in which the flat is situated and in case any damage is caused to the building in which the flat is situated or the flat on account of negligence or default of the Allottee is this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his/her/their own cost all internal repairs to the said flat and maintain the flat in the same condition, state and order in which is was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the

building in which the flat is situated or the flat which may be contrary to the rules and regulations and bye-laws of the Mira Bhayander Municipal Corporation or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the Mira Bhayander Municipal Corporation and/or other public authority.

iv. Not to demolish or cause to be demolished the flat 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 flat or any part thereof nor any alteration in the elevation and outside colour scheme of the building in which the flat is situated and shall keep the portion, sewers drains and pipes in the flat and the appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other parts of the building in which the flat 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 flat without prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or avoidable any insurance of the project land and the building in which the flat 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 flat in the compound or any portion of the project land and the building in which the flat is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter his share of security deposit demanded by the Mira Bhayander Municipal Corporation or Government or giving water, electricity or any other service connection to the building in which the flat 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 Mira Bhayander Municipal Corporation and/or Government and/or other public authority on account of change of user of the flat by the Allottee for any purposes other than for purpose for which it is sold.

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

x. The Allottee shall observe and perform all the rules and regulations which the Society or Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for the observance and performance of the building rules,

regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions lay down by the Society/Limited Company/ Apex Body/ Federation regarding the occupancy and use of the flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

xi. Till a conveyance of the structure of the building in which the flat is situated is executed in favour of the Society/Limited Company, the Allottee shall permit the Promoter and their surveyors and agents with or without, workmen and others at all reasonable times to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

xii. Till conveyance of the project land on which the building in which the flat is situated is executed in favour Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

17. The Promoter shall maintain a separate account in respect of sum received by the Promoter from the Allottee as advance or deposit sums received on account of the share capital for the promotion of the Co–operative Society or Association or Company or towards the outgoings, legal charges

and shall utilize the amounts only for the purpose for which they have been received.

18. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flat or of the larger property and building or any part thereof. The Allottee shall have no claim save and except in respect of the flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned.

19. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this agreement, he/she/they shall not mortgage or create a charge on the flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such flat.

20. **BINDING EFFECT;**

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

its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default which if not rectified within fifteen days from the date of its receipt by the Allottee, an application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. **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 supersede any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any between the parties in regard to the flat/building as the case may be.

22. **RIGHT TO AMEND;**

This agreement may only be amended through written consent of the parties.

23. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES:**

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

24. **SEVERABILITY:**

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

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

Whenever in this agreement it is stipulated that the Allottee has to make any payment in common with other Allottee/s in project, the same shall be in proportion to the carpet area of the flat to the total carpet area of all the flat in the project.

26. **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.

27. **PLACE OF EXECUTION;**

The execution of this agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office or at some other place which may be mutually agreed between the Promoter and the Allottee and after the agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said agreement shall be registered at the office of the Sub-Registrar. Hence, this agreement shall be deemed to have been executed at _____.

28. The Allottee and/or the Promoter shall present this agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limited prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

Promoter Name	:	M/s. SHREE SALASAR SAHAKAR
Address of the Promoter	:	
Notified Email ID	:	
Name of the Allottee		
Allotee's Address		
Notified Email ID		

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this agreement in the above address by Registered Post failing which all communications and letters posted at the

above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

30. **JOINT ALLOTTEES :**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

31. Stamp duty and Registration: The charges towards stamp duty and registration of this agreement shall be borne by the Allottees.

32. Dispute Resolution: Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Maharashtra Real Estate Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations thereunder.

33. **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 will have the jurisdiction for this agreement.

IN WITNESS WHEREOF the parties hereinabove named have set their respective hands and signed this agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFERRED TO

Building known as "_____" to be constructed on the layout of land bearing Old Survey No. 86, New Survey No. 5, Hissa No. 3 (Part),Old Survey No. 86, New Survey No. 5, Hissa No. 7 (Part),Old Survey No. 86, New Survey No. 5, Hissa No. 8 (Part), Old Survey No. 86, New Survey No. 5, Hissa No. 2(Part), Old Survey No. 88, New Survey No. 3, Hissa No. 1(Part), Old Survey No. 88, New Survey No. 3, Hissa No. 11(Part), Old Survey No. 89, New Survey No. 4, Hissa No. 2(Part), Old Survey No. 89, New Survey No. 4, Hissa No. 3(Part), Old Survey No. 89, New Survey No. 4, Hissa No. 7(Part), Old Survey No. 89, New Survey No. 4, Hissa No. 8, Old Survey No. 89, New Survey No. 4, Hissa No. 9, Old Survey No. 89, New Survey No. 4, Hissa No. 10, Old Survey No. 89, New Survey No. 4, Hissa No. 11, Old Survey No. 89, New Survey No. 4, Hissa No. 12(Part), Old Survey No. 89, New Survey No. 4, Hissa No. 13(Part) and Old Survey No. 89, New Survey No. 4, Hissa No. 14(Part) all having corresponding C.T.S No. 3019, 3256 , 3464(Part), 3466 (Part), 3588 (Part), 3598 (Part), 3592, 3599 (Part), 3657, 3658, 3659, 3660, 3661, 3662, 3663, 3664, 3668 (Part), 3667 (Part), 3669 (Part), 3670 (Part), 3671, 3672, 3673, 3674, 3675, 3750, 3751, 3752, 3753, 3754, 3755 and 3756 totally admeasuring 8705 sq. meters situate, lying and being at Village Mahajanwadi, Taluka and District Thane, in the Registration District and Sub-District of Thane, now within the limits of Mira Bhayandar Municipal Corporation

SECOND SCHEDULE ABOVE REFERRED TO

Flat No._____, admeasuring _____ sq. meters, '_____ Wing on the _____ floor of the building known as '_____" to be constructed on the layout of the larger property as described in the First Schedule hereinabove written.

SIGNED, SEALED AND DELIVERED)
)
by the with named “PROMOTER”)
)
M/s. SHREE SALASAR SAHAKAR)
)
through its partners)
)
1)SHRI _____)
)
2)SHRI _____)
)
)
)
in the presence of)
) Please affix
1) Shri _____)
) photograph and
2) Shri _____)
) sign across the
At _____on _____)
) photograph.
(Authorized Signatory) WITNESSES :)
)
1. Name _____)
)
Signature _____)
)
2. Name _____)
)
Signature _____)

SIGNED, SEALED AND DELIVERED)
)
by the with named “ALLOTTEE”)
(including joint buyers))
) Please affix
1) Shri/Smt _____)
) photograph and
2) Shri/Smt _____)
) sign across the
2) Shri/Smt _____) photograph
)
At _____on _____)
)
in the presence of WITNESSES :)
)
1. Name _____)
)
Signature _____)

)
2. Name _____)
)
Signature _____)

RECEIPT

Received of and from the Allottee above named, the sum of Rs._____/- (Rupees _____ Only) by Cheque/RTGS/Pay Order bearing No. _____ dated _____ drawn on _____ Branch on execution of this agreement towards Earnest Deposit Money or Application Fee on this _____ day of _____ 200 _____,

Rs._____/-
WE SAY RECEIVED
for M/s. SHREE SALASAR SAHAKAR

(PROMOTER)

WITNESS :

1.

2.