

DRAFT

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** made at **Thane** this \_\_\_\_\_ day of \_\_\_\_\_ in the Christian Calendar Year, Two Thousand and \_\_\_\_\_.

**BETWEEN**

**EVERSMILE PROPERTIES PRIVATE LIMITED**, a company registered under the Companies Act, 1956 having its registered office at Block No. 75, Old Block Factory Compound, Sector I, Srishti Housing Complex, Penkarpada, Mira Road (East), District and Taluka: Thane, hereinafter referred to as the “**Promoter**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART**;

**AND**

Ms. Mansi Singh Indian Inhabitant having his/ her /their address at **Ward No. 20, New Chandmari, West of Durga Mandir, Motihari, East Champaran, Chapra - 845401, Bihar, India, [or]** \_\_\_\_\_, **LLP**, a limited liability partnership, constituted under the Limited Liability Partnership Act, 2008, having its registered office at \_\_\_\_\_ represented herein by its duly authorised partner \_\_\_\_\_, **[or]** **Messrs.** \_\_\_\_\_, a partnership firm, registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, represented herein by its duly authorised partner \_\_\_\_\_, **[or]** \_\_\_\_\_ **Private Limited/Limited**, a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at \_\_\_\_\_, **[or]** \_\_\_\_\_ **HUF**, a Hindu Undivided Family, having its address at \_\_\_\_\_, represented herein by its karta and manager \_\_\_\_\_, **[or]** \_\_\_\_\_ trustees of the private trust constituted under the Deed of Trust/Settlement dated \_\_\_\_\_, having their/its address at \_\_\_\_\_ **[or]** \_\_\_\_\_ **Trust**, a public trust registered under the \_\_\_\_\_ Act, 19\_\_\_\_\_, having its registered office at \_\_\_\_\_, represented herein by its trustees, hereinafter referred to as the “**Allottee/s**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in the case of a/an: (i) individual or individuals, his, her or their respective heirs, legal representatives, executors, administrators, successors and permitted assigns, (ii) limited company, or limited liability partnership, its successors and permitted assigns, (iii) partnership firm, the partners from time to time of the firm and the heirs, legal representatives, executors and administrators, of its last surviving partner its or their successors and permitted assigns, (iv) hindu undivided family, the karta and manager and the coparceners from time to time thereof and the survivors or survivor of them and the heirs, legal representatives, executors and administrators, of the last survivor of them, its or their successors and permitted assigns and (v) trust, the trustees for the time being and from time to time of the trust and the survivors or survivor of them and its/their successors and permitted assigns) of the **OTHER PART**.

The Promoter and the Allottee/s are hereinafter, wherever the context may so require, individually referred to as “**Party**” and collectively referred to as “**Parties**”.

**WHEREAS:**

- A. Shri Saihas Saiprasad Pradhan (since deceased), Smt. Swati Saiprasad Pradhan (since deceased), Smt. Sneha Shrinath Navalkar (since deceased), Smt. Smitachandra Shrikant Navalkar and Shree Atulchandra Shrinath Navalkar and Atmaram Patil & Ors. (hereinafter collectively referred to as the “**Original Holders**”) were seized and possessed of or otherwise well and sufficiently entitled to the contiguous pieces and parcels of the leasehold land bearing Survey old Nos. 75/2, 175,187, 207, 217 to 220, 228 to 236, 238, 239, 240/2, 241 to 251 and 255 to 258 corresponding New Survey Nos. 19/2, 4, 79, 39, 49 to 52, 60/1, 60/2, 61, 62/1, 62/2, 63, 65 to 68, 71, 74, 76, 64/2, 7 to 12, 13/1, 13/2, 14/1, 14/2, 15, 16/1, 16/2, 77, 78, 69, 70, 75 totally admeasuring approximately 8,77,424.13 square meters or thereabouts situate at Village Penkarpada (previously known as Mira), Taluka and District Thane, (hereinafter referred to as the “**said Larger Land**”);
- B. The Original Holders, being desirous of developing the said Larger Land in accordance with the relevant provisions of the Urban Land (Ceiling and Regulation) Act,1976 (since repealed) (hereinafter referred to as the “**ULCR Act**”), by and under a Development Agreement dated 22<sup>nd</sup> January 1980 executed between the Original Holders (as the Owner therein) and the Promoter (as the Developer therein), granted development rights to the Promoter and/or its nominees to develop the said Larger Land on the terms and conditions as recorded therein. Pursuant to the mutual understanding arrived at between the Original

Holders and the Promoter, the terms of the Development Agreement dated 22<sup>nd</sup> January, 1980 were from time to time modified under the First Supplemental Agreement dated 13<sup>th</sup> May, 1980, the Second Supplemental Agreement dated 6<sup>th</sup> February, 1984, the Third Supplemental Agreement dated 30<sup>th</sup> March, 1988 and the Agreement dated 2<sup>nd</sup> September, 1993. The said Original Holders also had executed in favour of the Promoter, the Powers of Attorney dated 6<sup>th</sup> February, 1984, 30<sup>th</sup> March, 1988 and 2<sup>nd</sup> September, 1993 in respect of the development of the said Larger Land and under the Consent Decree dated 27<sup>th</sup> August, 2008 passed by the Hon'ble Court S.D.Thane in Special Civil Suit No.289 of 1997, registered under Affidavit cum Declaration dated 12<sup>th</sup> August, 2015 with the Joint Sub-Registrar of Assurances at Thane-10, under Serial No.11854 of 2015, the aforesaid agreements are binding upon the said Original Holders;

- C. The Promoter, submitted in the names of the Original Holders, an application, under Section 21(1) and Section 22 of the then existing ULCR Act (since repealed by the Urban Land (Ceiling and Regulation) Repeal Act, 1999 (“**Repeal Act**”) as adopted in Maharashtra with effect from 23<sup>rd</sup> November 2007), to the Government of Maharashtra, for permission to develop portions of the said Larger Land. The Collector and Competent Authority No.3, Thane Urban Agglomeration (“Competent Authority”), granted permission by passing Orders as under:
- (i) Orders under Section 21 of the ULCR Act:
    - (a) Order No: ULC/TA/F-62/SR-143 dated 28<sup>th</sup> March, 1984;
    - (b) Order No: ULC/TA/F-62/SR-144 dated 11<sup>th</sup> April, 1984;
    - (c) Order No: ULC/TA/F-62/SR-142 dated 16<sup>th</sup> April, 1984;
    - (d) Amended Order No: ULC/TA/F-62/SR-143 dated 27<sup>th</sup> February, 1985;
    - (e) By composite development permission Order No: ULC/TA/F-62/SR-142, 143 & 144 dated 10<sup>th</sup> August, 1994 the Government of Maharashtra merged the aforesaid Orders;
    - (f) Vide Notice dated 5<sup>th</sup> February, 2008 issued by the Competent Authority to Shri Saihas Saiprasad Pradhan since deceased), Smt. Swati Saiprasad Pradhan (since deceased), Smt. Sneha Shrinath Navalkar (since deceased), Smt. Smitachandra Shrikant Navalkar and Shree Atulchandra Shrinath Navalkar to handover 39,647.95 sq. mtrs. of land in Old Survey No. 231, 232, 233, 235 and 240/2 (New Survey Nos. 63, 65, 66, 68 and 64/2) ( which actually bears old Survey No. 233(p), 235(p) (New Survey Nos. 66(p), 68(p) admeasuring 32,649.95 sq.mtr. and old Survey No. 220(p), 219(p), 218(p), 217(p) (New Survey Nos. 52(p), 51(p), 50(p), 49(p) admeasuring 6,998.00 sq.mtr.),to Maharashtra Housing and Area Development Authority (“**MHADA**”). Eversmile along with Original Holders filed Writ Petition No. 929 of 2008 before the Hon'ble Bombay High Court against the Additional Collector and the Competent Authority, Thane & Ors. challenging the said Notice. In the meanwhile, Notification dated 5<sup>th</sup> December 2018 was issued by Urban Development Department of State of Maharashtra interalia declaring that the excess land exempted under Section 21 have gone out of the purview of the ULC Act. The said Notification also states that to develop/redevelop such lands, NOC of the Competent Authority is not required. In pursuance to the aforesaid Writ Petition, the Hon'ble High Court of Bombay passed an Judgement dated 17<sup>th</sup> March, 2020 holding that, Section 21 of the Urban Land (Ceiling and Regulation) Act, 1976 is not saved under the Repeal Act and hence Original Holders/Eversmile are not required to handover the land admeasuring 39,647.95 sq. mtrs. to Government as it does not vest with the State Government. A Special Leave Petition (Civil) No. 9492 of 2020 was filed before the Hon'ble Supreme Court of India by MHADA against Original Holders and Eversmile challenging the Judgment Order dated 17<sup>th</sup> March, 2020, which was dismissed vide Order dated 8<sup>th</sup> February, 2021.
  - (ii) Order under Section 22 of the ULCR Act bearing No. ULC/TA/F-62/47 dated 18<sup>th</sup> March, 1984;

- D. For the optimum development of the said Larger Land, the said Larger Land shall be divided into several sectors and development and redevelopment (independently and/or with any of the said Sectors (defined hereinbelow as it deems fit and proper) thereof would comprise of and include various residential buildings, common areas and facilities, internal roads, etc., and temple structure/s, subject to the sanctioned plans and to be sanctioned plans from time to time by Mira Bhayandar Municipal Corporation (hereinafter referred to as “**MBMC**”). Any adjoining land/said Sectors may be added to the existing Whole Project in future for development/redevelopment thereof at the sole discretion of the Promoter. On such development/redevelopment as stated herein, all the allottee/s of such adjoining land/said Sectors shall be entitled to, use and enjoy the common areas and amenities jointly thereto, subject to the rules of the Entity & Organisation/ Association/Federation, as and when formed. Further, if approved by MBMC, more temple structure/s other than the existing temple structure in Sector III, V & VA, may be constructed by the Promoter on any part and/or portion of the said Larger Land including the Whole Land at the sole discretion of the Promoter and there shall be no hindrance, objection or protest from any person/ allottees/ occupants in the Complex (defined herein below). The said temple structure, if constructed as aforesaid, shall not be a part of the Common Amenities of the said Whole Project (defined herein below). The Promoter as it deems fit and proper shall be entitled to form/ constitute/ settle a trust and/or entity and/or organization of such temple structure/s constructed and/or to be constructed and convey /lease/sub-lease such temple structure/s and the land beneath and appurtenant to such temple structure/s to such trust and/or entity and/or organization, as it deems fit and proper. Such temple trust and/or entity and/or organization when formed shall have certain common access/road etc from the said Larger Land for its ingress and egress, in common with all the allottees in the Complex.
- E. The Promoter, is desirous of purchasing or acquiring and/or have acquired certain other lands, belonging to persons other than the Original Holders herein, which are either non-contiguous, contiguous or adjoining to or in the vicinity of the said Larger Land, for the purpose of joint/several development thereof and with a view ultimately to merge / amalgamate such newly acquired or purchased lands with the said Larger Land as forming part of the overall scheme of development of the said Larger Land;
- F. The Promoter, accordingly, from time to time obtained the requisite permissions, NOCs, sanctions, layout approvals for the development of the said Larger Land from the concerned authorities, and in accordance therewith, inter-alia divided the said Larger Land into several multiple sectors/sub-sectors (hereinafter collectively referred to as “**the said Sectors**”). The Promoter, as per the approvals/ sanctions/ permissions, has developed/shall be developing the said Sectors on the said Larger Land, in a phase-wise manner, into one complex known as “**SRISHTI**”, comprising of several multi-storied buildings consisting of flats/ apartments/ premises/units, together with stilt/covered/basement and other parking spaces, and various infrastructure, amenities and facilities, together with limited common areas and amenities and the common areas and amenities therein (hereinafter referred to as the ‘**said Complex**’). The Promoter clarifies, that though from time to time the Promoter has obtained permissions, layout approvals for development of the said Larger Land, as aforesaid, for the said Complex, layout of the said Larger Land is still under planning including the size, location, specifications/amenities, and shall be based upon the further approvals, permissions, sanctions, design constraints, building and other regulation constraints etc. Further, as a result thereof certain amenities (open/covered/semi-covered) may be on ground, podium, basement intermediate level or terrace level and certain portions/parts of the said Larger Land including adjacent plots/areas may be added to the Whole Project, Whole Project Land (defined herein below), Balance Projects (defined herein below), land of any sectors of the Complex, as feasible considering the approvals and constraints as aforesaid;
- G. The Promoter has earmarked, identified a portion of the said Larger Land, for the development and construction, in phases, of one of the said Sectors viz ‘**Srishti Sector 2A**’, of the said Complex (hereinafter referred to as ‘**Whole Project**’), on land admeasuring

approximately admeasuring 37,880.43 square meters, being part of Old Survey No.233(pt) (New Survey No.66(pt)), Old Survey No.235(pt) (New Survey No.68(pt)), and Old Survey No.256(pt) (New Survey No.69(pt)) situate at Village Penkarpada (previously known as Mira), Taluka and District Thane, more particularly described in the **First Schedule** hereunder written, and shown on the plan annexed hereto and marked **Annexure 'A'** (hereinafter referred to as the "**Whole Project Land**"). Photocopies of the 7/12 Extracts in respect of the Whole Project Land are annexed hereto and marked **Annexure 'B'**;

- H. The Promoter shall exclusively own, hold and enjoy, the entire current, enhanced, future and estimated/projected/envisaged, FSI/FAR, premium/ paid FSI, fungible FSI, incentive/ additional/ compensatory FSI, floating FSI, DR, TDR, and other development potential, benefits, potential, yield, and/or advantages, and/or as may be available on any account whatsoever, and/or any other rights and/or benefits of any nature whatsoever, and by whatever name called or may be, available, or acquired, under any Applicable Law (defined hereinafter), or otherwise howsoever, including by way of hand over and/or transfer, to any governmental authority/ies or other persons, of any or all of the Reservations, amenity spaces, set-back areas or any part/s of the Whole Project Land (hereinafter collectively referred to as "**Development Potential**"). The areas that shall or may be available, with or without payment of any premium, charges to be utilised in (a) open/ enclosed/ dry/ utility balconies and exclusive terraces, cupboard niches, (b) limited common areas & amenities, (c) common areas & amenities and (d) vehicle parking spaces, shall be in addition to Development Potential and are hereinafter referred to as "**Additional Areas**". The Promoter shall be entitled to use the said Development Potential and the said Additional Area in any sector and/or part portion of the Complex as it deems fit and proper;
- I. The Promoter intends to develop the Whole Project on the Whole Project Land, as per the designs and approved plans by MBMC comprising currently of twelve (12) multi-storied buildings, together with basements, lower ground floor/level, ground/stilt floor/level, upper ground floor/level and podium, with various infrastructure, amenities and facilities including multi-level/mechanical parking spaces/stack parking /tandem parking thereon. The aforesaid Whole Project may be developed in a phase-wise manner as per plans approved by MBMC / concerned authorities from time to time. The aforesaid multi-storied buildings will have residential apartments in the habitable floors thereof and certain retail premises/shops/offices therein hereinafter collectively referred to as the "**Premises**". The Promoter is entitled to develop in future on the said Whole Project Land, further multi-storied building/s as per the approvals received/to be received from MBMC, as a separate project as deem fit by the Promoter. The Promoter has the absolute right to develop the said Whole Project Land. However, the Promoter, shall be entitled to grant, as it deem fit and proper, Azure Tree Townships LLP (who has developed Phase II of sector III in Srishti), or any group company(s) / affiliate company(s) / associate company(s) exclusive and irrevocable development or sub-development rights, authorities and powers, along with the benefit of all the permissions obtained in respect the said Whole Project Land, to develop any part, portion of the said Whole Project Land and execute the agreement for sale in respect the premises constructed thereon with prospective purchasers therein;
- J. One of the development of Whole Project is the development and construction of a multi-storied wing/building named as "**Sector 2A - Wing F**" (as per RERA Certificate Sector 2A - Wing F), currently proposed up to thirty-three (33) habitable floors, together with the limited common areas and amenities attributable thereto as described in Part A of the Statement annexed hereto and marked **Annexure 'C'** (hereinafter referred to as the "**Limited Common Areas & Amenities**"). The development and construction of Sector 2A - Wing F together with the Limited Common Areas & Amenities is hereinafter referred to as the "**Project**". The term "**Project Land**" means the plinth area along with balcony area of the wing/building structure of the Project. The development and construction of the wings/buildings (which may be up to thirty-three (33) habitable floors or higher depending upon design and approvals from MBMC) other than the Project, and the limited common areas and amenities respectively attributable thereto are hereinafter collectively referred to

as the “**Balance Projects**” of Whole Project to be development and constructed on the Whole Project Land. Based on the revised FSI consumption/revised plans the currently proposed thirty-three (33) habitable floors may reduce and/or increase and if reduces than proportionate parking and other amenities/service will be reduced accordingly and vice versa and location, plan, layout, specifications, shape and size of such future wings/buildings/development in Balance Projects of Whole Project may vary and will be decided at the sole discretion of the promoter and same shall be subject to requisite approvals from concerned authorities. The Parties hereby agrees and acknowledges that the Promoter shall, as required from time to time, obtain requisite consent from the Allottee/s and other allottees as envisaged in Section 14 of the RERA;

- K. As a part of the Whole Project the Promoter also intends to develop and construct various areas, amenities, utilities intended for the common use of, inter alia, the allottee/s, purchasers and occupants from time to time of Premises more particularly described in Part B of the Statement annexed hereto and marked **Annexure ‘C’** (hereinafter referred to as the “**Common Areas & Amenities**”). The Common Areas & Amenities include basements, ground/stilt and, and other relevant amenities, but excludes the limited common areas and amenities attributable, respectively, to the Project and the Balance Projects, and vehicle parking spaces other than open parking spaces;
- L. The subject matter of this Agreement is an agreement to allot and sell an apartment in the Project;
- M. The Promoter has registered the Project as a “real estate project” as defined under the Real Estate (Regulation & Development) Act, 2016 and the rules made thereunder, including the applicable Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules, 2017 and such amendments, enactments, modification including orders, regulations, circulars and notifications issued from time to time (hereinafter referred to as “**RERA**”) with the Maharashtra Real Estate Regulatory Authority, Mumbai bearing MahaRERA Registration No. P51700053195. A photocopy of the Certificate evidencing such registration is annexed hereto and marked **Annexure ‘D’**;
- N. The Promoter intends to allot and sell any or all of the Premises in Whole Project on an “ownership basis” under the applicable provisions, from time to time, of RERA and the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as “**MOFA**”) (as applicable), and/or to grant leases, tenancies, licenses, and/or any other alienation or disposal of such Premises, as the Promoter deems fit, in its discretion, with the understanding that the actual outside view from each of the apartment, in the Project, shall vary depending on the floor and location of the apartment, thus the view available today and as shown in various sales and marketing material **MAY NOT BE PERMANENT**;
- O. All projects/phases constructed on the Whole Project Land shall have proportionate undivided interest in the Common Areas & Amenities, which will be ultimately held by the Apex Body (defined hereinafter), and through the Apex Body, as determined by the Promoter in its discretion;
- P. The Promoter has obtained certain Approvals. Wherever the term (i) “*Approvals*” is used in this Agreement, the same shall mean and include all approvals, permissions, sanctions, licenses, and no objection certificates/letters, by whatever name called, obtained, in the process of being obtained, and to be obtained, under Applicable Law (defined hereinafter), as the Promoter may consider necessary and expedient, and/or as required by any concerned authority/ies, inter alia, in relation to the development of the Whole Project, including the Project, and/or, inter alia, in relation to the Whole Project Land, and/or Complex or any part thereof, and includes specifically: (1) the Development Permission in respect of the Complex, Whole Project, including the Project, and (2) the Commencement Certificate

issued by the MBMC in respect of the Whole Project, including the Project, a copy whereof is annexed hereto and marked **Annexure 'E'**, together with all further Commencement Certificates and other approvals, permissions, sanctions, licenses, no objection letters/certificates, and together with renewals, extensions, revisions, amendments and modifications thereof, from time to time, as the Promoter may consider necessary and expedient, or for the betterment of the Complex, Whole Project including the Project, in its discretion, and/or as required by the MBMC, and/or any concerned authorities and (ii) "**Plans**" is used in this Agreement, the same means and includes the plans, drawings and layout as currently approved and sanctioned by the MBMC and the concerned authorities in respect of the Complex, Whole Project, and includes plans, drawings and layouts as may, from time to time, be submitted by the Promoter in its discretion, in respect of the Complex, Whole Project including the Project and/or any part thereof, and/or as may be sanctioned and approved from time to time in respect of the Complex, Whole Project, including the Project together with any amendments, alterations, modifications, additions, extensions, renewals, etc. in respect thereof as the Promoter may consider necessary and expedient, in its discretion, and/or as may be required by any concerned authorities;

- Q. The Promoter has obtained a Certificate of Title and Encumbrance Certificate, both dated 10<sup>th</sup> July, 2020, Addendums thereto dated 2<sup>nd</sup> March, 2021 and 12<sup>th</sup> March, 2021 and the MAHARERA Legal Title Report dated 19<sup>th</sup> May, 2021, Addendum dated 4<sup>th</sup> February, 2022, and Addendum dated 25<sup>th</sup> August, 2022 and MAHARERA Legal Title Report dated 6<sup>th</sup> October, 2022 issued by INDIALAW LLP, Mumbai, in respect of the Promoter's title to the Whole Project Land (hereinafter referred to as the "**Certificate of Title**"), photocopy of which are annexed hereto and marked **Annexure 'F'**;
- R. The Promoter has appointed architects, registered with the council of architects (hereinafter referred to as the "**Project Architect**", which includes any architect/s or licensed surveyors registered with the local planning authority like MBMC, that have been appointed, from time to time, by the Promoter, in relation to the Project) and a project engineer (hereinafter referred to as the "**Project Engineer**", which includes any structural and/or civil engineers, that have been engaged, from time to time, by the Promoter, in relation to the Project) in respect of the design and execution of the Project and has accepted their professional supervision till the completion of the Project, that is, the completion of the entire construction of the Project and receipt of the occupation certificate/s in respect thereof (hereinafter referred to as the "**Project Completion**");
- S. The Allottee/s has/have approached, and applied to, the Promoter, for allotment to the Allottee/s, of a proposed residential dwelling unit in the Project, shown on the typical floor plan thereof hereto annexed and marked **Annexure 'G-1'** hereto and more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as the "**Apartment**"), with the right to use, as an amenity thereto, of the multi-level/ mechanical/ stack vehicle parking space/s described in **Annexure 'H'** hereto, and the location and designated number of which will be determined by the Promoter and notified to the Allottee as provided herein (hereinafter referred to as the "**Parking Space/s**"). In this regard, the Allottee/s has/have demanded from the Promoter, and the Promoter has given to the Allottee/s, inspection of the documents and records relating to the Complex, Whole Project Land and Whole Project including the Project, as well as all other documents specified under RERA and MOFA (as applicable), including the Plans and Approvals as required to be disclosed and explained the revised/proposed plans/layout/floor plans uploaded on the MahaRERA Portal. The Promoter has provided to the Allottee/s, inspection of the Certificate of Title in respect of the Promoter's title to the Whole Project Land. The Allottee/s has/have satisfied himself/herself/themselves/itself in respect thereof, including the title of the Promoter to the Whole Project Land, and the Promoter's right to develop the Complex, Whole Project, including the Project, and its status;
- T. Based upon the agreements, confirmations and undertakings of, and applicable to the Allottee/s herein, including to observe, perform and comply with all terms, conditions and

provisions of this Agreement, the Promoter has agreed to allot and sell the Apartment to the Allottee/s, strictly upon and subject to the terms, conditions and provisions hereof.

- U. Under the provisions of RERA and MOFA (as applicable), the Parties are required to execute an agreement for sale, being this Agreement, and to register the same under the provisions of the Indian Registration Act, 1908.

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

**ARTICLE 1 – AGREEMENT FOR ALLOTMENT & SALE**

- 1.1 Subject to and upon the terms, conditions and provisions hereof, the Allottee/s hereby agree/s to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee/s, the Apartment, on ownership basis, as mentioned in **Annexure ‘H’** hereto, which is shown on the typical floor plan thereof annexed hereto and marked **Annexure ‘G-1’** and which is more particularly described in the Second Schedule, hereto at or for the agreed purchase price and consideration payable by the Allottee/s as set out in **Annexure ‘I-1’** hereto (hereinafter referred to as the “**Purchase Price**”). The Apartment plan is annexed hereto and marked **Annexure ‘G-2’**.
- 1.2 The carpet area of the Apartment is stated in the Statement annexed hereto as **Annexure ‘H’**, as presently determined on the basis of the net usable floor area thereof excluding the areas covered by external walls, areas under services shafts, exclusive balcony or verandah area (if any) and exclusive open terrace area (if any), but includes the area covered by internal partition walls of the Apartment (hereinafter referred to as “**Carpet Area (RERA)**”) and is as per RERA.
- 1.3 The Allottee/s shall also have a right to use, as an amenity attached to the Apartment, the Parking Space/s for the limited and restricted purpose of parking his/her/their/its two-wheeler or four-wheeler (light motor vehicle/s), and for no other purpose whatsoever. The location and the designated number of the Parking Space/s will be determined by the Promoter and notified (in writing) to the Allottee/s on or before the Date Of Offer Of Possession (defined hereinafter).
- 1.4 The Promoter shall construct the Project in accordance with the Plans as approved by the concerned authorities from time to time.
- 1.5 **Apartment Amenities, Limited Common Areas & Amenities and Common Areas & Amenities**
- 1.5.1. The Promoter shall install and/or provide the amenities, fixtures and fittings proposed to be provided in the Apartment as listed in the Statement annexed hereto and marked **Annexure ‘J’** (hereinafter referred to as the “**Apartment Amenities**”).
- 1.5.2. The Limited Common Areas & Amenities shall be used and enjoyed by the allottees, purchasers and occupants from time to time of Premises in the Project and likewise the limited common areas & amenities attributable to the Balance Projects shall be respectively used and enjoyed by the allottees, purchasers and occupants of such Balance Projects. The Common Areas & Amenities, which are in respect of the Whole Project, shall be used and enjoyed by, inter alia, all allottees, purchasers and occupants, from time to time, of Premises in Whole Project.
- 1.5.3. The Allottee/s has/have been informed and is/are aware that:
- 1.5.3.1. all natural materials that are to be installed in Complex and/or Whole Project and/or the Project and/or the Apartment, and/or Premises and/or



that form a part of the Apartment Amenities, including, marble, granite, natural timber etc., contain veins and grains with tonality differences, and their non-conformity, natural discoloration, or tonal differences/variations at the time of installation will be unavoidable;

1.5.3.2. the warranties of equipment, machinery and various other amenities, infrastructure and facilities installed by the Promoter in Complex and/or Whole Project and/or Project and/or the Apartment and/or Premises would have standard warranties provided by the manufacturer only, and accordingly any defect in any such amenities, infrastructure, facilities, equipment, appliances, electronic items, etc., and/or the installation thereof, shall be rectified solely in accordance with the warranties provided by the system/ equipment installer/ manufacturer, and it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non-comprehensive annual maintenance contracts shall be obtained by the Allottee/s and the other allottees in the Whole Project, and/or Entity & Organisation, and/or the Apex Body (defined hereinafter), as the case may be; and,

1.5.3.3. the amenities, facilities, infrastructure, equipment, appliances, electronic items, etc., installed and forming a part of the Apartment Amenities or Common Areas & Amenities or Limited Common Areas & Amenities, shall be maintained, serviced and repaired by authorized third party manufacturers, suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if the same are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the authorized third party manufacturers, suppliers, dealers or maintenance providers, then the warranties in respect thereof shall be rendered void.

1.5.4 The Allottee/s confirms that the Allottee/s has entered into this Agreement out of his/her/their own free will and without any coercion, and after reviewing and understanding the draft of this Agreement. The Allottee/s has obtained suitable advice prior to entering into this Agreement and the Agreement is being entered into with full knowledge of his/her/their obligations and rights under this Agreement and the Applicable Law governing the same.

## **ARTICLE 2 - PURCHASE PRICE**

2.1 (a) The Allottee/s agree/s and undertake/s to pay to the Promoter, the Purchase Price in installments, in accordance with the schedule of payment in the Statement annexed hereto and marked **Annexure 'I-1'**, and in terms of this article, or within fifteen (15) Days from the date of a written demand being made by the Promoter, as directed by it. All payments shall be made by cheques, and/or pay orders, and/or demand drafts, drawn in favour of the Promoter, or if directed by the Promoter, in its discretion, by direct bank transfer/RTGS deposited by the Allottee/s in the Promoter's bank account, along with the applicable Taxes (defined hereinafter) thereon; subject to deduction of applicable tax deducted at source under the Income Tax Act, 1961 (hereinafter referred to as "**TDS**").

(b) The Allottee/s has/have prior to the execution of this Agreement paid to the Promoter the earnest money/deposit as set out in **Annexure 'I-1'** hereto (hereinafter referred to as the "**Booking Amount**"). The Allottee/s further confirm/s that he/she/they/it has/have voluntarily and willingly paid the Booking Amount and other installments of the Purchase Price to the Promoter on or prior to the execution of this Agreement, as recorded in the Receipt annexed hereto and marked **Annexure 'I-2'**.

(c) The Allottee/s shall deliver to the Promoter, an original certificate evidencing payment of TDS, presently in Form 16B under the Income Tax Act, 1961 (hereinafter referred to as “**TDS Certificate**”), by the expiry of seven (7) Days from the date of each payment of TDS made by the Allottee/s. The Allottee/s shall be liable to deposit with the Promoter, an amount equivalent to the unpaid TDS (if any) along with Interest (defined hereinafter), on or before the Date Of Offer Of Possession (defined hereinafter). On the Allottee/s producing the TDS Certificate and the Promoter receiving the credit for the TDS the deposit amount shall be refunded after deducting Interest (defined hereinafter) therefrom in respect of for the period of delay in payment of TDS by the Allottee/s to the concerned authorities.

2.2 The Purchase Price shall be free of escalation, other than escalation/increases on account of escalation/increase in development charges payable to the concerned authorities and/or any other increase in charges which have or may be levied or imposed by any concerned authorities, from time to time. The Promoter shall consequently be entitled to an increase in the Purchase Price proportionate to the extent of such escalations/increases. Such additional Purchase Price shall be determined by the Promoter and shall be due and payable on or before the Date Of Offer Of Possession (defined hereinafter), apportioned equally between the (unpaid) balance installments of the Purchase Price and payable along with the same. While raising a demand on the Allottee/s for increase in the Purchase Price, the Promoter shall enclose the notification/order/rule/regulation published/issued providing for, or other evidence of, such escalation/increase in the Purchase Price.

2.3 **Other Charges & Deposits:**

2.3.1 The Allottee/s shall, in addition to the Purchase Price, be liable to bear, pay and discharge, no later than fifteen (15) Days from the Date Of Offer Of Possession (defined hereinafter), the following charges and deposits (hereinafter referred to as the “**Other Charges & Deposits**”), as under:

| Sr. No. |     | Particulars  |
|---------|-----|--|
| 1.      | (a) | Share Money  |
| 2.      | (a) | Entity Formation charges                                 |
|         | (b) | Legal & Documentation Charges                            |
|         | (c) | Electric Meter Supply & Connection Charges               |
|         | (d) | Water Supply Connection Charges                          |
|         | (e) | Infrastructure & Development Charges                     |
|         | (f) | Gas Supply & meter connection Charges                    |
|         | (g) | Charges for EMP (as per MOEF Requirement)                |
|         | (h) | Outgoings for one year in advance excluding property tax |
| 3.      | (a) | Refundable Deposit for Interior Works                    |

2.3.2 The amounts of the Other Charges & Deposits have been separately agreed by the Parties and recorded in writing and signed by the Allottee and shall form part of this Agreement, and the same are non-refundable, save and except the deposit for interior works. The Other Charges & Deposits referred to in Article 2.3.1 and/or elsewhere in this Agreement, shall be determined by the Promoter, in its discretion, and/or calculated, and/or based on the Carpet Area (RERA) and open or enclosed or utility balconies of the Apartment, or fixed or lump sum charge or on such other basis as the Promoter deems fit.

2.3.3 Within thirty (30) Days from the Date of Offer of Possession (whether or not the Allottee/s has/have taken possession of the Apartment or not), or from the date that the Allottee/s takes possession of the Apartment, whichever is earlier, the Allottee/s shall be liable to bear and pay in respect of the Apartment, his/her/their/its

proportionate share (that is, based upon the Carpet Area (RERA) of the Apartment and open/enclosed/utility balconies thereof), of the outgoings, maintenance charges, comprising of general maintenance, data communication charges, property taxes, non-agricultural taxes, rates, taxes, cesses, assessments, insurance premium, parking charges, costs for running generator, costs charges and expenses of cleaning and lighting the passages, landings, staircases, costs of maintenance, management and upkeep of Common Areas & Amenities and Limited Common Areas & Amenities, and operation and maintenance and repairs of lifts, water pumps, utility charges, salaries of all staff including managers, security, sweepers, liftmen, gardeners and such other charges expenses necessary or incidental for maintenance and upkeep of the Complex, Whole Project, including the Project and other charges, fees and levies of like nature, payable in respect of the Complex, Whole Project, including the Project and the Apartment, to all concerned authorities and/or any private bodies, the Project Management Consultant approved or appointed by the Promoter in respect of the Project, or the Whole Project as the case may be (hereinafter referred to as the “PMC”) security agencies, house-keeping agencies, and other persons. For the purpose of payment of maintenance charges, in common with other allottees/purchasers of the Project, the same shall be in proportion to the Carpet Area (RERA) and open/enclosed/closed/utility balconies of the Apartment to the total carpet areas and open/enclosed/closed/utility balconies of all the apartments/units in the Project.

- 2.3.4 The Promoter shall raise periodic bills upon the Allottee/s in respect of his/her/their/its share of charges and outgoings mentioned in Article (2.3.3) hereinabove, in advance, for each month, after a period of twelve (12) months from the date of receipt of the occupation certificate/s in respect of the Project, or any part thereof, and the Allottee/s shall duly pay and discharge the same regularly within seven (7) Days of the date of the bill/invoice in respect thereof.
- 2.3.5 The Promoter shall be entitled, in its discretion, to appropriate and/or adjust monies held for one purpose and/or on one account, against any liabilities due and payable herein by the Allottee/s for any other purpose/s and/or on any other account.
- 2.3.6 The Promoter shall, in the interest of the Allottee/s, and the Complex, Whole Project, take decisions regarding management and allocation of funds/monies, and the type, mode, quality of services to be provided, in respect of the Complex, Whole Project, and the management and administration thereof.
- 2.3.7 The Allottee/s agree/s that until the formation and registration of the Apex Body (defined hereinafter) and execution of the Deed/s of Transfer in its favour as provided in Article (10), the Promoter, and/or any persons engaged by it, including the PMC shall maintain, manage and secure any or all of the phases and sectors of Complex and the Whole Project. During such time, the Allottee/s shall pay, and the Promoter and/or the PMC shall collect, all contributions towards maintenance charges, outgoings and other charges.

### **ARTICLE 3 - DEVELOPMENT: PROMOTER'S RIGHTS & ENTITLEMENTS**

In addition to rights, entitlements, powers, authorities and discretions of the Promoter, and the information and disclosures referred to, contained and made elsewhere in this Agreement, the Promoter has informed, and made the Allottee/s aware, of the following matters and the Allottee/s agree/s to and accept/s the same, inter alia, on the basis and strength of which the Promoter has entered into this Agreement:

### 3.1 **The Project**

- 3.1.1 The Promoter may make minor additions or alterations as may be required by the Allottee/s, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended by the Project Architect and/or Project Engineer and/or if required by concerned authorities and will be intimated (in writing) to the Allottee/s.
- 3.1.2 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 concerned authorities at the time of sanctioning the plans or thereafter and shall, before the Date of Offer of Possession (defined hereinafter) obtain from the MBMC, the Occupation Certificate in respect of the Project, or any part/s thereof.
- 3.1.3 The Promoter has the right in the Promoter's discretion, to receive collect to itself appropriate, apply and utilise the entire consideration/purchase price received from the allottees/purchasers of the Premises in the Project.

### 3.2 **Whole Project**

- 3.2.1 The Promoter contemplates that: (i) an overall Development Potential of approximately upto 67,50,000 square metres shall, or may be attributable to, and/or be utilisable upon the Whole Project Land, and (ii) the part/portion of the Development Potential to be utilised in the Project is approximately upto 21,742.79 square meters. If any part/portion of the Development Potential that is not utilised upon the Project, as mentioned herein for any reason whatsoever, then the Promoter shall utilize such balance/unutilized Development Potential in Balance Projects of the Whole Project Land and/or the Complex/said Larger Land and/or dispose off the same in any manner as the Promoter may deem fit. The Additional Areas are and shall be over and above the Development Potential.
- 3.2.2 The concerned authorities have set out, and may set out, any terms, conditions and restrictions, which may apply to, and have to be complied with, by the Promoter, and/or the purchasers and allottees of Premises in Whole Project and the Complex.
- 3.2.3 The Promoter shall be entitled in its discretion as it deems fit to allocate and distribute all vehicle parking spaces in respect of Whole Project, and the Complex, which include two-wheeler and four-wheeler (light motor vehicles) parking spaces, excluding bicycle parking spaces.
- 3.2.4 The Common Areas & Amenities shall be completed and/or available on or before the date on which the full occupation certificate/s and all other Approvals in respect of the last building of the last of the Balance Projects is/are received by the Promoter (hereinafter referred to as the "**Whole Project Completion**").
- 3.2.5 The Promoter may in its absolute discretion, at any time, reduce the number of habitable floors in all or any of the wing/s/tower/s in Whole Project (including in the Project) depending on the Approvals obtained by the Promoter.

### 3.3 **General**

- 3.3.1 The Promoter solely and absolutely, owns and is in the charge and control of the Complex, Whole Project Land, the entire Development Potential, and Additional Areas, and/or any other purchased/acquired land (including adjoining lands) and has, and shall always have, the entire, exclusive overriding, and irrevocable interest and power, entitlement and authority to develop, from time to time, in a phased manner, over such period of time upto the Whole

Project Completion, Complex completion and in such sequence or order (the same being dynamic in nature) all projects and phases upon the Whole Project Land, Complex including by submitting any part/s or portions thereof, under any Applicable Law (defined hereinafter) including the proposed Development Control Regulations for Mira-Bhayander, finalized by the government which are presently under consideration and reviewed by concerned authorities, (which envisages greater FSI and development potential and material and substantial changes to planning and construction norms) such as Unified DCR and by dealing with, distributing, apportioning, utilising and transferring, the Development Potential, in such manner, to such extent, and at such intervals, as the Promoter deems fit, in its discretion, upon any part/s or portion/s of the Whole Project Land and the Complex. Any adjoining land/said Sectors may be added to the existing Whole Project in future for development/redevelopment thereof at the sole discretion of the Promoter. On such development/redevelopment as stated herein, all the allottee/s of such adjoining land/said Sectors shall be entitled to, use and enjoy the common areas and amenities jointly thereto, subject to the rules of the Entity & Organisation/ Association/Federation, as and when formed. Further, if approved by MBMC, a temple structure, may be constructed by the Promoter on any part and/or portion of the said Larger Land including the Whole Land at the sole discretion of the Promoter and there shall be no hindrance, objection or protest from any person/ allottees/ occupants in the Complex (defined herein below). The said temple structure, if constructed, shall not be a part of the Common Amenities of the said Whole Project (defined herein below). The Promoter as it deems fit and proper shall be entitled to form/ constitute/ settle a trust and/or entity and/or organization of such temple structure and convey /lease/sub-lease such temple structure and the land beneath and appurtenant to such temple structure to such trust and/or entity and/or organization, as it deems fit and proper. Such temple trust and/or entity and/or organization when formed shall have certain common access/road etc. from the said Larger Land for its ingress and egress, in common with all the allottees in the Complex.

- 3.3.2 The Promoter shall, for betterment thereof and/or for quality control purposes and/or due to non-availability or short supply, any of the Apartment Amenities and/or Common Areas & Amenities and/or Limited Common Areas & Amenities and/or materials or items used, or comprised therein, may be altered, amended, or substituted, and/or materials or items of a similar nature materials or items may be provided herein.
- 3.3.3 Without prejudice to the generality of the foregoing provision, the Promoter shall in its discretion, inter alia, be entitled to:
- (a) make any variations, alterations, amendments, or deletions, in respect of the layout and planning of Complex, Whole Project or any of the projects/phases thereof;
  - (b) club, amalgamate, or sub-divide any parts or portion of the Complex, Whole Project Land, into one layout, and/or separate, or combined layout/s, and/or in respect of any Balance Projects, and to do, execute and perform all acts, deeds, matters and things in relation thereto;
  - (c) designate, allocate, reserve and/or relocate, realign, modify, and amend from time to time, any Common Areas & Amenities, and/or Limited Common Areas & Amenities, and any limited common areas and amenities in respect of the Balance Projects, vehicle parking spaces, in respect of Complex, Whole Project including the Project and/or any part thereof, including in pursuance of Applicable Law (defined hereinafter), and/or by virtue of any approvals, and/or as may be required by the concerned authorities;

- (d) direct, designate, hold and control all infrastructure facilities, including public space advertising and all promotional signage, hoarding, and all other nature of signage whatsoever, and designate and allocate any Premises, areas, and spaces, upon or in the Complex, said Larger Land, Whole Project Land to any persons, including third party service providers, and/or Promoter Affiliates (defined hereinafter), for the purpose of facilitating the provision and proper maintenance of utility services including without limitation, electricity, e-charging, sewage, OWC, water and telecommunication related services;
- (e) allot and/or grant on lease or otherwise howsoever any areas or spaces in the Complex, said Larger Land, Whole Project Land, and/or Whole Project including the Project to utility service providers including electrical, e-charging, telecommunication, gas etc. service provider/ supplier or any concerned authorities; and
- (f) hand over and/or transfer any part/s or portion/s of the Complex, said Larger Land Whole Project Land, to any persons, parties, government, or statutory authorities, or bodies, with or without any development or construction thereon, in accordance with Applicable Law (defined hereinafter), and/or any Approvals, and/or develop any and all areas previously affected by the Reservations and/or as the case may be, and/or develop such further or additional reservations as may be imposed or applied, in the Promoter's discretion.

#### **3.4 Allottee/s Confirmations**

3.4.1 The Promoter proposes to develop Whole Project, including the Project (by utilization of a part of the Development Potential) in the manner more particularly provided in this Agreement and the Allottee/s has/have agreed to purchase the Apartment based on the unfettered and vested rights of the Promoter in this regard. Accordingly, the Allottee/s hereby confirm/s personally and as a prospective member/s of the applicable Entity & Organisation (defined hereinafter), as follows, which are and shall always be the essence of this Agreement, that is:

- (a) all the matters, and the rights, powers, authorities, discretions, and entitlements of the Promoter, as recorded and contained in this Agreement including this article, and the Promoter's intent and desire in respect of the Complex, said Larger Land Whole Project Land and the developments thereof;
- (b) the Allottee/s shall not object to, hinder, obstruct or interfere with the Promoter exercising its rights and powers herein or any grounds.

3.4.2 All the allottees/purchasers of the Premises in Whole Project including the Project shall have ingress and egress to any of the Common Areas and Amenities through the access ways and pathways in Complex, Whole Project and/or through the limited common areas and amenities in Whole Project as determined by the Promoter.

#### **ARTICLE 4 - TAXES**

4.1 All Taxes, shall be borne, paid and discharged by the Allottee/s, as and when the same are required to be paid and/or as and when demanded by the Promoter and the Promoter shall not have any liability or obligation in respect thereof.

4.2 The Allottee/s shall pay all Taxes (defined hereinafter) as and when they are levied, charged, become due and payable, upon the Purchase Price, Interest (defined hereinafter), Liquidated

Damages (defined hereinafter), Other Reimbursements/Amounts Payable On Termination (defined hereinafter), Other Charges & Deposits, transfer charges, fees, premiums, penalties together with all other amounts, charges, deposits, damages, liabilities, contributions including fund contributions etc., as referred to herein, and agreed to be paid and/or required to be paid by the Allottee/s herein in relation to, and/or in pursuance of the Agreement for Allotment and Sale herein (hereinafter, collectively referred to as the “**Aggregate Payments**”).

- 4.3 If any Taxes (defined hereinafter), whether retrospective, or prospective, in nature, arise hereafter, including after the Date Of Offer Of Possession (defined hereinafter), the Allottee/s shall be solely liable to pay or reimburse (as directed by the Promoter in its discretion) such Taxes including any interest and/or penalties and/or other amounts, charges and costs, if any, in respect thereof within fifteen (15) Days from the date of written demand made on the Allottee/s by the Promoter.
- 4.4 Wherever the term “Taxes” appears in this Agreement, the same shall mean all present, future, and enhanced taxes, imposts, dues, duties, fees, impositions, fines, penalties, etc., by whatever name called, imposed/levied under any Applicable Law (defined hereinafter), and/or by concerned authorities, attributable to, and/or in relation to, and/or arising from, and/or imposed or levied upon, the agreement for allotment and sale herein, and/or the Apartment, and/or the Parking Space/s, and/or this Agreement, and/or upon the Purchase Price and/or any or all of the other Aggregate Payments defined hereinafter, and/or upon the Entity & Organisation to be formed and/or the Apex Body (defined hereinafter) and/or in respect of the documents and writings to be executed in their favour, as contemplated herein, and/or otherwise; and includes service tax, Goods And Services Tax (GST), education tax/cess/charges, value added tax (VAT), local body tax, property rates and taxes and cesses, stamp duty and registration charges, and any other taxes, imposts, interests, impositions, levies, or charges, in the nature of indirect tax, or in relation thereto, that is/are imposed or levied by any concerned authority.

#### **ARTICLE 5 – POSSESSION: DEFECT RECTIFICATION**

- 5.1 Subject to and upon the provisions of this article, the Promoter shall endeavour to offer possession of the Apartment, to the Allottee/s, on, or by, the Date Of Offer Of Possession. Wherever the term “Date Of Offer Of Possession” appears in this Agreement the same shall mean the date of a written communication to be addressed by the Promoter to the Allottee/s under which the Promoter shall offer possession of the Apartment in terms of this article, which is currently estimated by the Promoter to be the date stated in **Annexure ‘H’** hereto subject to Force Majeure (defined hereinafter).
- 5.2 The Promoter shall, address a communication (in writing) to the Allottee/s offering an inspection of the Apartment, on a specific date and time fixed by the Promoter. The Allottee/s shall thereupon undertake such inspection along with the Project Architect and/or Project Engineer (or their authorized representatives), and satisfy himself/herself/themselves/itself that the Apartment has been constructed as per the Approvals and the Apartment Amenities have been provided as per this Agreement. If, during the course of such inspection, the Allottee/s point/s out to the Project Architect and/or Project Engineer any defects or deficiencies in respect of the Apartment, the Project Architect shall, if such objection/s raised by the Allottee/s is/are valid, enter the same, upon an inspection sheet which shall be signed by the Allottee/s and the Project Architect and/or Project Engineer. Thereupon the Promoter shall endeavour to rectify and remedy such defects or deficiencies, as are solely entered upon the inspection sheet. If the Allottee/s fail/s to attend at the inspection he/she/they/it shall be deemed to have fully accepted the construction, state and condition of the Apartment.
- 5.3 The Allottee/s explicitly agree/s and confirm/s that until the Allottee/s is/are put in possession of the Apartment in terms of this Agreement, the Promoter shall have the

unconditional and unfettered right to utilise the Apartment and other apartments/units in the Project for any purpose whatsoever on a temporary basis, including, but not limited to, the use of the same as sample flat or show flat, administration office for its staff or vendors, or for storage of records, goods, materials, etc., and/or any other type of use that the Promoter may deem fit in their sole and unfettered discretion. The Allottee/s further agree/s not to object in any manner whatsoever to the same, or claim / demand any compensation, reimbursement, costs, damages, charges, etc. from the Promoter for the aforesaid use of the Apartment.

- 5.4 The Allottee/s shall, no later than fifteen (15) Days from the Date of Offer of Possession, make payment of all the then balance/remaining Aggregate Payments (defined hereinafter) and complete all formalities in respect thereof, including: (a) executing a declaration cum undertaking in terms of a draft prepared by the Promoter, and (b) paying a security deposit (as determined by the Promoter) to the Promoter, which shall be refundable upon completion of the interior works of the Allottee/s in the Apartment and after adjustment of the actual cost of electricity, water, utilities, debris removal and other direct expenses that may be incurred by the Promoter. Without prejudice to the above, the Allottee/s shall take possession of the Apartment no later than thirty (30) Days from the Date of Offer of Possession, failing which the Allottee/s shall be solely responsible/liable for all loss or damage that may be suffered by the Promoter on account thereof. It is hereby expressly agreed and clarified that the Promoter shall handover the possession of the Apartment to the Allottee/s only after the Allottee/s have made payment of the entire Aggregate Payments and the security deposit referred to hereinabove in this sub-clause as also the Taxes and only if the Allottee/s has/have observed, performed and complied with all the obligations of the Allottee/s under this Agreement. Subject to and upon the terms, conditions and provisions hereof, the Allottee/s specifically agrees and confirms that the ownership of the said Apartment shall be vested in, and take place in the name of, the Allottee/s, only upon the Allottee/s being handed over the possession of the Apartment as stated in this Agreement. Wherever the term “**Aggregate Payments**” appears in this Agreement, the same shall mean all the Purchase Price, Interest (defined hereinafter), Liquidated Damages (defined hereinafter), Other Reimbursements / Amounts Payable On Termination (defined hereinafter) Other Charges & Deposits, the Taxes, transfer charges, premiums, penalties together with all other amounts, charges, deposits, damages, liabilities, contributions including fund contributions etc., as referred to herein, and agreed to be paid and/or required to be paid by the Allottee/s herein in relation to, and/or in pursuance of the Agreement for Allotment and Sale herein.
- 5.5 If the Date of Offer of Possession has occurred and the Allottee/s has/have not complied with any of his/her/their/its obligations under this Agreement, including this article, and/or the Allottee/s refuse/s to take possession of the Apartment, then the same shall be an Event of Default (defined hereinafter). Without prejudice to its other rights under this Agreement, the Promoter may, in its discretion, condone the delay, and/or default, by the Allottee/s on the condition that the Allottee/s shall, in addition to all its other liabilities and obligations herein, including payment of all Aggregate Payments, bear and pay to the Promoter separate/independent pre-estimated fixed charges, in addition to (and not in substitution of) interest, calculated at the rate of Rupees One Hundred only per square meter Carpet Area (RERA) and open/enclosed/utility balconies of the Apartment per month (hereinafter referred to as the “**Holding Charges**”) after the expiry of two months from the Date of Offer of Possession or on such dates and at such intervals as the Promoter directs, till the Allottee/s is/are in full compliance of this Agreement, including this article.
- 5.6 The Allottee/s agree/s and confirm/s that there could be variation in the Carpet Area (RERA) of the completed Apartment on physical measurement thereof, to the extent of plus/minus three per-cent (+/- 3%) of the Apartment as a result of construction/execution/finishing or measurement variances, etc. The Allottee/s accept/s the same and agrees that he/she/they/it shall not claim any adjustment, or reduction, in the Purchase Price on account of such variation (if any). However, if the Carpet Area (RERA) of the constructed Apartment



increases or decreases over and above the variation/tolerance referred above, the Purchase Price shall vary accordingly, that is: (i) if there is a reduction, the amount reduced shall be adjusted by Promoter at the time of offering possession of the Apartment, and (ii) if there is an increase, then the increased amount shall be payable by Allottee/s to the Promoter prior to taking possession of the Apartment. It is clarified that the payments to be made by the Promoter/Allottee/s, as the case may be, under this article, shall be made at the same rate per square meter on pro-rate/ proportionate basis. For the purposes of clarification, the Carpet Area (RERA) shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which has raised the dispute in relation to the measurement of Carpet Area (RERA).

- 5.7 After the Allottee/s is/are permitted to enter upon the Apartment, after the Date of Offer of Possession, the Allottee/s shall have and/or be deemed to have taken full, complete and detailed inspection thereof and approved the same in all respects and it shall be deemed to have been completed in all respects in accordance with the terms and conditions of this Agreement.
- 5.8 The Allottee/s: (i) shall, on and after taking possession of the Apartment pay a security deposit as determined by the Promoter for and towards properly carrying out the interior works in the Apartment, (ii) ensure his/her/their/its interior works in the Apartment, and/or any debris, do not obstruct, and/or damage, the Common Areas & Amenities and/or Limited Common Areas & Amenities and/or prejudice, affect or hinder in any manner the efforts and actions of the Promoter to obtain the balance/remaining Approvals in respect of the Complex, Whole Project including the Project, and/or are not a nuisance or annoyance to any occupants of the Premises in the Project and the Complex, and (ii) undertake/s not to cause any damage to the Apartment, the Project, and/or the Whole Project, and/or Complex or any part thereof, and in the event any damage is caused, the Allottee/s agree/s that the Promoter shall be entitled to deduct such amount at its discretion such amount from the said security deposit as mentioned in this article towards any such hindrance/damages caused while carrying out the interior works in the Apartment and refund balance if any from security deposit on completion of work and the Allottee/s further agree/s and undertake/s to reimburse the Promoter all costs related to the remediation and rectification thereof if any over and above the security deposit.
- 5.9 The Allottee/s also accept/s acknowledge/s that as on the Date of Offer of Possession, the construction works in the Apartment shall have been completed, but that there shall, or may, be project development and construction works ongoing at such time, including in respect of the Common Areas & Amenities and Balance Projects in the Complex.
- 5.10 Notwithstanding anything to the contrary in this Agreement the Promoter shall always be entitled, in its discretion to complete any part/portion or floor of the Project and apply for and obtain part occupation certificate/s thereof, whereby, on the Date of Offer of Possession, the Allottee/s shall be obliged, and undertake/s, to take possession of the Apartment for occupation on the basis of such occupation/part occupation certificate which relates to the Apartment. Thereafter, the Promoter shall, without any hindrance or objection by the Allottee/s, be entitled to carry out by itself or through its contractors or otherwise all remaining development and work in respect of the Project and/or Balance Projects in the Complex.
- 5.11 If, on, or prior to, the Date of Offer of Possession, there are any Aggregate Payments and/or Taxes that are due and payable by the Allottee/s, and/or there are any other obligations herein of the Allottee/s to be performed, the Allottee/s shall be entitled to the possession of the Apartment and the use of the Parking Space/s as aforesaid, only upon he/she/they/it having made all payment thereof to the Promoter and/or complied with such obligation.

- 5.12 The Promoter has notified the Allottee/s and the Allottee/s is/are aware that the Common Areas & Amenities are to be shared by all allottees and purchasers of Premises in the Whole Project, and that the same will be completed on or before the Whole Project Completion subject to Force Majeure (defined hereinafter), whereby the amenities and facilities comprised therein shall or may not be available for use or enjoyment till such time and that certain Common Areas & Amenities may be required to be shared with other Sector in the Complex.
- 5.13 The Promoter shall endeavor to take all such steps and precautions necessary to achieve construction completion as contemplated herein. However, if on account of Force Majeure (defined hereinafter) there is any delay or anticipated delay in the Date of Offer of Possession, then the Promoter shall not be responsible or liable in any manner, and the same shall both automatically and forthwith stand extended for a period that is equivalent to the period that the Force Majeure (defined hereinafter) continues and has continued and an additional period of thirty (30) Days thereafter; for remobilization, in which case, the Date of Offer of Possession shall automatically stand revised to and substituted by the revised Date of Offer of Possession as communicated by the Promoter. The Allottee/s shall not object, raise any disputes, and/or protest, and/or hold the Promoter liable for the aforesaid delay and extension of time, and shall not be entitled to, and shall not, make, or raise, any claim, for any damages, compensation, reimbursement of expenses or any other payments.
- 5.14 If there is a delay or/and extension of the Date of Offer of Possession (including the period on account of events as mentioned in Article 15.11.1 (e) (like Force Majeure Events), and due to events as specified in Article 5.13 hereinabove, then the sole remedy of the Allottee/s, on being notified (in writing) by the Promoter of the same, shall be to either: (i) continue with this Agreement, and accept the revised/extended Date of Offer of Possession as estimated and decided by the Promoter in its discretion, or (ii) to terminate this Agreement by giving a written notice to the Promoter; provided that the aforesaid right of termination shall be exercised by the Allottee/s by addressing and delivering to the Promoter the aforesaid written notice no later than fifteen (15) Days from being notified in writing by the Promoter, as aforesaid, of such delay, failing which the Allottee/s shall have deemed to have irrevocably opted and elected to continue with this Agreement, and shall be deemed to have waived his/her/their/its aforesaid option to terminate this Agreement, and shall be deemed to have accepted, all future revisions/extensions of the Date of Offer of Possession, from time to time, without any liability or obligation whatsoever on the part of the Promoter.
- 5.15 If the Allottee/s has/have opted to terminate this Agreement, and has terminated the same in strict accordance with Article (5.14), then the Promoter shall refund to the Allottee/s the Purchase Price installments, received and realised by the Promoter together with Interest (defined hereinafter) from the date such payments were received and realized by the Promoter after deducting (i) Taxes (as defined under this Agreement) paid / payable; and together with (ii) Interest (defined hereinafter) on delayed payments, if any. In a situation of termination other than by virtue of events as set out in Article 15.11.1(e) and Article 5.13, the Promoter shall additionally pay one-time fixed pre-estimated liquidated damages of Rupees One Hundred only per square meter of the Carpet Area (RERA) of the Apartment (which the Parties consider to be reasonable, and not as a penalty), but no other penalties, damages or liabilities. Upon such termination, the Allottee/s shall be bound and liable to execute and register a Deed of Cancellation (in terms of a draft prepared by the Promoter) recording such termination and cancellation of this Agreement, however the date of the Allottee/s aforesaid notice of termination shall be deemed to be the date on which this Agreement has stood terminated and cancelled. The aforesaid amounts shall be refunded/paid within thirty (30) Days from the execution and registration of the Deed of Cancellation by the Allottee/s.
- 5.16 If within a period of five (5) years from the date of handing over the Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter any Construction Defects

(defined hereinafter) in the Apartment, then, wherever possible, the same shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under RERA. Wherever the term “Construction Defects” appears in this Agreement the same shall mean defects in the materials used in the construction of the Project which would result in the failure of a component part thereof or result in damage thereto; and shall always exclude wear and tear, loss or damage due to Force Majeure (defined hereinafter), minor changes/cracks on account of any variation in temperature/weather, misuse, unauthorised or non-permitted alterations, renovations or repairs and loss or damage caused by any act, omission, negligence, and/or failure to undertake proper and effective care and maintenance as a prudent person would. Construction Defects shall also always exclude (i) any defect or damage caused by any act, omission, negligence, and/or failure to undertake proper and effective care and maintenance as a prudent person would, and/or (ii) any defect or damage caused due to the act, omission, negligence of the Allottee/s or any other purchaser/allottees/occupants or his/her/their agents and/or (iii) structural defects caused or attributable to the Allottee/s including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy load or using the Apartment other than for its intended purpose or such or any other reasons attributable to the Allottee/s.

- 5.17 In spite of all the necessary steps and precautions taken while designing and constructing the Project, structure may have minor deflections due to imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further, the Allottee/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and also caused due to any renovation and/or alterations etc. carried out by the Allottee/s and any other persons and occupants of the Premises in the Project. The Allottee/s agree/s and covenant/s not to hold the Promoter liable and/or responsible in respect thereof.

#### **ARTICLE 6 - RECREATIONAL FACILITIES IN THE WHOLE PROJECT**

- 6.1 The Common Areas & Amenities, as currently planned include, a proposed club house, and certain recreational facilities for the benefit of all allottees/purchasers and occupiers of Premises in the Whole Project. Subject to the Allottee/s complying with, observing and performing all the terms, conditions and provisions of this Agreement, including making payment of the Aggregate Payments, the Allottee/s will be entitled to apply for and take up membership of such club house, and after Whole Project Completion subject to Force Majeure (defined hereinafter) and/or as directed by the Promoter, the Allottee/s may access, use, and enjoy the same, in respect of which the Allottee/s will be liable to comply with the terms and conditions, and make payment of the fees and charges as may be decided by the Promoter.
- 6.2 The Promoter has informed the Allottee/s of the following facts, matters and circumstances that shall pertain to the club house and recreational facilities, which the Allottee/s has/have fully accepted, agreed and confirmed that is:
- 6.2.1 the club house and swimming pool will be maintained by the Promoter;
- 6.2.2 the use, benefit and enjoyment of the club house and recreational facilities shall be, inter alia, for various allottees, purchasers and occupiers of Premises in the Complex (collectively, “Users”);
- 6.2.3 The management and operations of the club house and recreational facilities shall, until handed over by the Promoter to the Apex Body (defined hereinafter) formed and constituted by the Promoter in respect of the Complex and/or Whole Project, as

deemed by the Promoter and shall be under the sole, exclusive and absolute control of the Promoter, and/or the PMC (if appointed by the Promoter), who shall be entitled to inter alia, frame, and implement, the aforesaid rules and regulations in respect thereof;

- 6.2.4 The entitlement to use the club house and recreational facilities is and shall be personal to the Allottee/s, and is not transferable or assignable in any manner; provided that on the completion of any permitted sale and transfer of the Apartment by the Allottee/s, to any persons (“**Premises Transferees**”), the Premises Transferees shall solely be entitled to use and enjoy the club house and recreational facilities in the place and instead of the Allottee/s (who shall automatically and forthwith cease to be entitled to access, and enjoy the same), subject to the Premises Transferees making the necessary applications for membership and completing all formalities and payment of any charges as may be required of them, at such time. Under no circumstances, shall the Allottee/s or any Premises Transferees be entitled to use, enjoy or access the club house and recreational facilities after he/she/they/it have sold and transferred the Apartment;
- 6.2.5 There may be recreational, social and other related events, performances, activities, parties, gatherings, etc. held in the club house, and/or in the recreational facilities during the day or night, by the Promoter, and/or the PMC, and/or Users. The Allottee/s, for himself/herself/themselves/itself and as a member of the applicable Entity & Organisation (defined hereinafter), shall not be entitled to raise any disputes, differences, or objections in and/or hinder, restrict, obstruct or interfere with the same;
- 6.2.6 If, prior to the operations, administration, management, charge and control of the Common Areas & Amenities is handed over to the Apex Body (defined hereinafter), the actual charges and expenses required to be made for maintenance thereof, may exceed the amount so received collectively from all the aforesaid purchasers, allottees and occupants, then the Promoter, and/or the PMC, shall be entitled to call for and demand such additional amounts from all Users, and/or the Entity & Organisation (defined hereinafter) and/or the Whole Project Organisation (defined hereinafter);
- 6.2.7 In addition to the charges and expenses referred to in Article (6.2.6), there would be charges including one-time, or per day, or per use, charges, in respect of any of the amenities, or facilities, or services available, and/or provided in and from the Common Areas & Amenities, as determined by the Promoter from time to time, and the person/s who avail/s of such amenities, or facilities, or services shall be entitled to use the same only upon payment thereof.

## **ARTICLE 7 - OTHER RIGHTS & POWERS OF THE PROMOTER**

- 7.1 The Promoter also has availed of and/or may also avail of financial assistance, including any construction/corporate loans, infrastructure loans, from bank/s, financial institution/s, and/or person/s against security of any part/s of the Complex, said Larger Land, Whole Project Land, including the Whole Project and/or the Project, or any parts thereof, or any receivables, which have been, or may be, mortgaged, or charged to such banks and/or financial institutions and/or other persons as security for repayment of the financial assistance taken from them. As part of any such arrangement by the Promoter, all or any of the responsibilities and/or obligations and rights of the Promoter under this Agreement may be transferred to any other person. The Promoter agrees that on or prior to the Date of Offer of Possession, the Promoter shall obtain a letter releasing mortgage or charge of such bank/s, and/or financial institution/s, and/or person/s, over the Apartment alone, enabling the Promoter to complete the allotment and sale thereof to the Allottee/s, free of the same. The Promoter

agrees that post the execution of this Agreement, any mortgage or charge shall not affect the right and interest of the Allottee/s under this Agreement.

- 7.2 The person/s in whose favour the Promoter has granted or created, or agreed to grant or create, any mortgage, charge or security interest in respect of any unsold Premises in the Whole Project, may itself/himself/herself/themselves, or jointly with the Promoter, be admitted as and made members of any of the relevant Entities & Organisations (defined hereinafter) to be formed in respect of such project in the Whole Project in which such unsold Premises are situated, without it, him, her or them or the Promoter being made subject or liable to any separate, special, new or additional condition/s and required to pay any separate, special, additional or extra amount or consideration whatsoever for the same (whether by way of transfer fees, charges, premium, donation or otherwise) and the Allottee/s shall not raise any objection.
- 7.3 The Promoter shall not be liable to bear or pay any contributions, deposits, expenses, transfer fees, non-occupancy charges, donations, premiums or any other amounts, charges or liabilities whatsoever to the entities & organisations to be formed in respect of the various projects in Whole Project, including the Entities & Organisations (defined hereinafter) and/or the Apex Body (defined hereinafter) to be formed in respect of the Whole Project, as the case may be, in respect of any unsold/unallotted Premises.
- 7.4 The Promoter shall be entitled, but not obliged to, join as a member of the Entity & Organisation (defined hereinafter) in respect of unsold premises in the Project, if any. Post execution of the Deed/s of Transfer in favour of such Entity & Organisation (defined hereinafter), the Promoter shall continue to be entitled to such unsold premises and to undertake the marketing, etc., in respect of such unsold Premises.
- 7.5 The Promoter and/or Promoter Affiliates (defined hereinafter) shall be fully and freely entitled to install and provide temporary and permanent signage and hoardings (including neon, backlit and illuminated signage and hoardings) of whatsoever nature upon the Complex, said Larger Land, Whole Project Land and/or upon Whole Project including the Project and/or any part thereof till such time as the Deed/s of Transfer are executed and registered as provided in Article (10). The Promoter and/or Promoter Affiliates (defined hereinafter) shall have full access to such hoardings, and signage, and to install its/their name/s and any other Promoter Intellectual Property (defined hereinafter) at one or more places or in or upon Complex, said Larger Land, Whole Project Land and/or upon Whole Project including the Project and/or at the entrances and exits thereof. The Promoter and Promoter Affiliates (defined hereinafter) shall always have full and free right of way and means and access to such place or places for the purpose of installing, maintaining and replacing such hoardings and signage.
- 7.6 The Promoter shall promote, manage and undertake all public events (including sales events etc.) held in or upon any Limited Common Areas & Amenities and/or Common Areas & Amenities and to apply the net revenues generated therefrom towards costs incurred by the Promoter in undertaking its diverse activities and/or obligations in relation to the Complex /Whole Project.

#### **ARTICLE 8 - COVENANTS AND OBLIGATIONS OF ALLOTTEE/S**

- 8.1 On and after the Date of Offer of Possession, the Allottee/s shall: (a) use the Apartment, and permit the Apartment to be used only for residential purpose, and (b) use the Parking Space/s, and permit the same to be used, solely for parking the Allottee/s' own two wheeler/four-wheeler (light motor vehicle/s).
- 8.2 Subject to safety conditions, the Allottee/s shall be entitled to visit and view the Project, after taking a prior appointment with the Promoter.

- 8.3 The Allottee/s, with the intention to bind all persons in whosoever's hands the Apartment may come, hereby agree/s, confirm/s undertake/s and covenant/s with the Promoter as follows:
- 8.3.1 to maintain the Apartment at the Allottee/s' own costs and expenses in good and tenable repair, order and condition and to carry out all internal maintenance and repairs to the Apartment such that the same is in the same state and condition, as it was on the Date of Offer of Possession, and not to do or suffer or permit to be done anything therein, including any changes or alterations thereto, and/or to any part of the Project, and/or any of the Common Areas & Amenities which are, or may be, contrary to the terms of this Agreement, and/or rules, regulations, or bye-laws, of the Promoter, and/or the PMC, and/or any concerned authorities, and/or the Entity & Organisation in respect of the Project (as and when formed and registered by the Promoter) and/or the Apex Body (defined hereinafter) in respect of the Whole Project (as and when formed and registered by the Promoter), as the case may be;
  - 8.3.2 to submit plans and specifications in respect of permissible alterations to the Apartment and after obtaining Promoter's prior written approval;
  - 8.3.3 to rectify and make good any unauthorised and/or unlawful alterations and/or damage thereto within seven (7) Days from the date of receipt of a written notice from the Promoter, and/or from any concerned authorities, in that regard;
  - 8.3.4 to bear and pay all increases in the outgoings, Taxes, as well as all water charges, insurance premia and other levies, imposed on account of any change permitted (as provided herein) to be made in the user of the Apartment by the Allottee/s;
  - 8.3.5 to observe, perform and comply with all other rules, regulations and bye-laws which the Promoter, and/or any concerned authorities may specify and those which the Entity & Organisation (defined hereinafter) and/or the Apex Body (defined hereinafter), as the case may be, may adopt or frame at its/their inception, and any modification thereof, from time to time;
  - 8.3.6 to contribute his/her/their/its share of expenses towards painting, repairs, waterproofing, refurbishment and structural audits and fire audits (including fire safety audits) of the Project and the Common Areas & Amenities, at such intervals as may be stipulated by the Promoter and/or Entity & Organisation (defined hereinafter) and/or Apex Body (defined hereinafter);
  - 8.3.7 not to let, sub-let, transfer, assign or part with any interest or benefit under this Agreement or part with the possession of the Apartment (if the Date of Offer of Possession has occurred and the Allottee/s has/have taken possession of the Apartment in terms and in accordance with this Agreement) until the Allottee/s has/have complied with all his/her/their/its obligations under this Agreement;
  - 8.3.8 in case of non-availability and/or shortage of water and/or electricity supply from MBMC/power providers and/or any other concerned authorities/provider the Promoter, or the Entity & Organisation (defined hereinafter) or Apex Body, as the case may be, shall endeavor to arrange the same either through tankers and/or back-up power and/or any other source, then in such case the Allottee/s shall contribute his/her/their/its share of expenses, it being accepted and acknowledged that the availability of electricity and/or water to the Apartment are dependent upon the concerned supplier/provider thereof;

- 8.3.9 upon and after the Allottee/s is/are permitted by the Promoter to enter upon the Apartment as provided herein and until the Whole Project Completion, as contemplated herein, the Promoter, and its agents, representatives and employees, with or without workmen and others, have and shall be entitled, at reasonable times, the right to enter into and upon the Apartment, Parking Space/s, the Project and the Common Areas & Amenities, or any part thereof, and of the Complex to view and examine the state and condition thereof and/or for the purpose of undertaking any works as may be required therein and thereto in relation to the Whole Project and the Complex;
- 8.3.10 not to store in the Apartment any goods, objects or materials which are or may be of hazardous, combustible or dangerous nature, or are or may be so heavy as to damage the construction or structure of the Project, or the storing of which goods, objects or materials is objected to or prohibited by the Promoter, and/or the PMC, and/or any concerned authorities;
- 8.3.11 the wet and dry garbage generated in and from the Apartment shall be separated by Allottee/s and the wet garbage generated shall be treated separately by the allottees/purchasers/occupants of Premises of the Project;
- 8.3.12 upon and after the Allottee/s is/are permitted by the Promoter to enter upon the Apartment as provided herein and until the Whole Project Completion subject to Force Majeure Events, as contemplated herein, the Promoter, and/or Promoter Affiliates, and/or any Governmental Authorities and their respective officers, agents, or representatives, including the PMC, the Project Architect, Project Engineer and any engineers, surveyors, contractors, agents and employees, with or without workmen and others, have and shall have at all reasonable times, the right to enter into and upon the Apartment, Parking Space/s, Project and the Common Areas & Amenities, or any part thereof, to view and examine the state and condition thereof and/or for the purpose of undertaking any works as may be required therein and thereto in relation to the Whole Project and the Complex;
- 8.3.13 not, without the prior written permission of the Promoter, and/or the PMC:
- (a) to carry out or undertake any painting, decoration, or other work, to the exterior of, or outside, the Apartment;
  - (b) to affix/install any sign, name or display boards, or any hoardings or neon lights in or outside the Project and/or the Common Areas & Amenities;
  - (c) to cover or enclose in any manner whatsoever, the Parking Space/s, and/or affix/install grills to the windows only as approved by the Promoter, to maintain uniformity or grill/s or safety door/s to the main door/s of the Apartment;
  - (d) to hang clothes, garments or any other thing from the windows or balcony/ies of, or appurtenant to, the Apartment;
- 8.3.14 not, under any circumstances to:
- (a) do, or permit, or suffer, to be done any act, deed, matter or thing which may render void or voidable any insurance of the Project, and/or any of the Common Areas & Amenities, and to make payment of any additional or increased premiums in respect thereof, as may arise on account of any breach by the Allottee/s;

- (b) throw dirt, rubbish, rags, garbage or other refuse, or permit the same to be thrown from the Apartment, in the compound or any portion of the Project and/or the Common Areas & Amenities;
- (c) do, or perform, or cause/permit to be done or performed, any act, deed, matter or thing which may or is likely to cause nuisance, disturbance or annoyance to the allottees/purchasers or occupiers of any other Premises in the Whole Project;
- (d) demand, or claim, any partition or division of the Allottee/s' ultimate interest as provided herein, in the Project and/or Whole Project Land and/or the Common Areas & Amenities, or any part thereof, it being expressly agreed, understood and confirmed by the Allottee/s that his/her/their/its interest therein will, if the allotment and sale herein is completed, be impartible, and will be held only through the Entity & Organisation (defined hereinafter), formed by the Promoter in respect of the Project, of which he/she/they/it shall be admitted as a prospective member, in terms of Article (10).

8.4 Open terraces, open balcony / balconies, and/or other open areas, if any, forming part of and attached/appurtenant to any of the Premises in the Whole Project are intended for and shall be exclusively used and occupied by the respective purchasers/allottees of the concerned Premises who shall never be entitled to enclose the same without the prior permission in writing of the Promoter and concerned authorities, and in case such permissions are granted by the Promoter and concerned authorities, the purchasers/allottees of such Premises in the Whole Project shall observe, perform and comply with all the terms and conditions as may be stipulated in respect thereof and also for the consequences arising from any breach or violation thereof. The Allottee/s agree/s not to put any claim in respect of the restricted amenities, including open spaces, any space available for hoardings, gardens attached to any of the Premises or terraces, and the same are retained by the Promoter as restricted amenities. The Allottee/s is aware that certain parts of the Project shall be allocated for exclusive use of certain allottees. The price of such Premises has been determined taking this into consideration and the Allottee/s waives his/her/its right to raise any dispute in this regard.

8.5 If the Allottee/s enter/s into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed herein, and the same will not absolve the Allottee/s of his/her/their/its responsibilities under this Agreement.

8.6 (a). All costs, expenses, fees, charges and taxes in connection with the Allottee/s procuring and availing of the said loan, the mortgage of the Apartment, servicing and repayment of the said loan, and any default with respect to the said loan and the mortgage of the Apartment, shall be solely and exclusively borne and incurred by the Allottee/s. The Promoter shall never have any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.

(b). The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to, and shall acknowledge, the right and entitlement of the Promoter to receive the balance Purchase Price and the other amounts payable by the Allottee/s under this Agreement.

(c). In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoter shall extend necessary assistance/support as may be required under applicable law, without prejudice to its rights, remedies and interests.

(d). Notwithstanding anything to the contrary herein, the Allottee/s hereby agree/s and



undertake/s that the Promoter shall always have first lien and charge over the Apartment in respect of, and to secure, the payments due and payable by the Allottee/s to the Promoter under this Agreement, and accordingly, without prejudice, the Allottee/s' irrevocable obligation and liability to make payment thereof, any mortgage, charge, security interest, etc., created over, and/or in respect of the Apartment shall always be subject to the Promoter's aforesaid first lien and charge, and subject to all the Promoter's rights, powers and entitlements under this Agreement.

- 8.7 If the Allottee/s is/are non-resident Indian citizen, or a foreign national/citizen (whether or not the Allottee/s is/are a Person of Indian Origin (POI) and/or an Overseas Citizen of India (OCI), then it shall be his/her/their sole obligation and liability to comply with the provisions of all applicable laws, including Foreign Exchange Management Act, 1999, Reserve Bank of India rules and regulations, exchange control regulations and all other applicable/necessary requirements, rules, regulations, guidelines etc. of the concerned authority, from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. Refunds (if any) to Non-Resident Indians (NRI) and foreign citizens of Indian origin shall be made in Indian Rupees.
- 8.8 The Project and the Whole Project and the Complex shall always be known by the name stated in **Annexure 'H'** hereto, which name shall not be changed without the prior written permission of the Promoter, and the same shall, at all times, be binding upon the Allottee/s and all allottees/purchasers of Premises in the Project and the Whole Project.
- 8.9 All terms, conditions, covenants, stipulations and provisions contained in any agreement/s, undertakings or writings given, or to be given, to concerned authorities, and in respect of Approvals, and/or special rights and privileges and building agreement/s made or executed, or to be made or executed in respect of any other Premises in the Whole Project, and the Complex shall be binding upon the Allottee/s and all allottees/purchasers/occupants of the Premises in the Whole Project and the Complex.
- 8.10 The Allottee/s has/have gone through the representations made by the Promoter on the MAHA RERA website as required by RERA and shall keep himself/herself/themselves/itself updated with all the matters relating to the Complex, Whole Project, and Project, that the Promoter uploads from time to time.
- 8.11 The Allottee/s is/are aware and acknowledges that Project Land, admeasuring about 842.00 square meters, has been defined and described therein solely in the course of registration of the Project as a "*real estate project*" under RERA, and the transfer and conveyance of the Whole Project shall always be in terms of Article (10).
- 8.12 The Allottee/s is/are aware, and agree/s and accept/s, that fire service fees and annual fees in respect of the Project are payable to the concerned Governmental Authority as per provisions of Maharashtra Fire Prevention & Life Safety Measures Act, 2006, and all such fees shall be payable by the Allottee/s, and all allottees, purchasers and occupants of the Premises in the Project, and the Entity & Organisation, Apex Body, without any liability on the part of the Promoter.

#### **ARTICLE 9 - REPRESENTATIONS OF THE PROMOTER**

Subject to the disclosures made herein by the Promoter, and what is stated in the certificates of title recited hereinabove, the Promoter hereby represents and undertakes as follows:

- 9.1 the Promoter is seized and possessed of or otherwise well and sufficiently entitled (including to develop) the Whole Project Land and the said Larger Land;
- 9.2 the Promoter shall apply for necessary Approvals from time to time in respect of the

Project and/or the Whole Project and/or the Complex;

- 9.3 the Promoter has not entered into any agreement for sale or any other agreement/arrangement with any person or party with respect to the Apartment; and,
- 9.4 the Promoter is entitled to enter into this Agreement, for agreeing to allot and sell the Apartment in the manner contemplated herein.

**ARTICLE 10 – PROJECT COMPLETION; ENTITIES & ORGANISATIONS; FEDERATION; TRANSFER**

The Promoter, in its discretion, and subject to Force Majeure (defined hereinafter), intends as follows:

- 10.1 the Promoter estimates the date of Project Completion to be as mentioned in **Annexure ‘H’** hereto, subject to Force Majeure Event.
- 10.2 on or before the estimated/projected date of Project Completion, the Promoter shall initiate the process of applying for the formation of a co-operative society under the Maharashtra Co-operative Societies Act 1960, and/or any other entity, organisation, association, or body, referred to in, or permitted under, RERA (hereinafter referred to as the “**Entity & Organisation**”), to comprise, inter alia, the Allottee/s and other allottees/ purchasers/ occupants of Premises in the Project. Presently it is contemplated that the Entity & Organisation to be formed and registered in respect of the Project shall be a co-operative society.
- 10.3 the Promoter shall convey and transfer the structure of the habitable floors of the Project, along with the Limited Common Areas and Amenities within the habitable floors by and under Deed/s of Transfer to such Entity & Organisation, and hand over the charge and control of the same within three months on happening of both the following events:
- (a) the receipt of the full occupation certificate of the Project; and,
  - (b) the receipt of the entire purchase price, consideration and other charges and deposits by the Promoter from all allottees/purchasers of the Premises in the Project.
- 10.4 Upon the satisfaction of the conditions as stated in clause 10.3, in respect of each of the Balance Projects, the respective entities and organisations in respect of each of the Balance Projects will be formed and constituted, as may be determined by the Promoter. The structure of the habitable floors of the Balance Projects along with the limited common areas and amenities related thereto will be conveyed to such Entities & Organisations respectively, subject to such terms as may be determined by the Promoter.
- 10.5 The Promoter shall convey and transfer the balance structures including Common Areas & Amenities and balance limited common areas and amenities (below the habitable floors of each of the building/structure) and Whole Project Land, excluding Reservations, amenity space requirements, leases/transfers of utilities, and/or otherwise, and any encroached areas which will be transferred on an “as is where is basis” as may be determined by the Promoter in its discretion, by and under the Deed/s of Transfer to any corporate or other body, entity, or organisation, to be constituted, formed and registered by the Promoter, under Applicable Law (hereinafter referred to as the “**Apex Body**”) within three months on happening of both the following events:
- (a) the receipt of the full occupation certificate of the last building/structure of the last project/phase of the Whole Project, by the Promoter; and

- (a) the receipt of the entire purchase price, consideration and other charges and deposits by the Promoter from all allottees/purchasers of all Premises in Whole Project;
- 10.6 It is clarified that the conveyance and transfer excludes or is subject to: (i) any portions thereof handed over to concerned authorities or utility providers pursuant to any reservations, and/or leases of utilities, (ii) any encroached areas which will be transferred on an “as is where is basis”, as may be determined by the Promoter in its discretion, and, (iii) all conveyances of buildings and structures constructed on the Whole Project Land to various Entities & Organizations of the Whole Project (which also includes the structure of the habitable floors of the Project to be conveyed and transferred to the Entity & Organisation and the remaining structures on the Whole Project including the Common Areas & Amenities to be conveyed and transferred to the Apex Body on the terms and conditions contained herein and in the manner as described in this Agreement). The Promoter shall execute Deed/s of Transfer and other writings in respect thereof, subject to (a) what is stated hereinabove, and (b) all other rights, easements, powers, privileges, authorities reserved herein unto the Promoter.
- 10.7 The nature, type and constitution, of the Apex Body, and its rights, powers, and authorities shall be determined by the Promoter. The Apex Body shall hold title as aforesaid, subject to parking allocations/reservations in respect of the Whole Project, and the rights of the respective allottees/purchasers of Premises in the Whole Project to use and enjoy such vehicle parking spaces, as amenities attached to their respective Premises. Further, the Promoter will handover all the sanctions, Approvals, Plans, etc., as may be required to the respective Entity & Organisation and/or the Apex Body.
- 10.8 The Apex Body shall own and hold the Common Areas & Amenities, for the benefit of all Entities & Organisations formed in respect of the Whole Project, and their respective members. All costs, charges, expenses, liabilities, taxes and maintenance charges, and capital and revenue expenditure related to, and arising in respect of, the Common Areas & Amenities shall be proportionately borne, paid and discharged by the Entities & Organisations formed and constituted in respect of the Whole Project, based upon the aggregate Carpet Area (RERA) and open/enclosed/utility balconies thereof of all the Premises of the Whole Project.
- 10.9 The Promoter shall on or prior to execution and registration of the Deed/s of Transfer in favour of the:
- 10.9.1 Entity & Organisation formed in respect of the Project, make full, true and requisite disclosure of the nature of its title to the Project; and
- 10.9.2 Apex Body, make full and true disclosure of the nature of its title to the remaining development of the Whole Project transferred to the Apex Body under the aforesaid Deed/s of Transfer, as well as encumbrances thereon, if any, including any right, title, interest or claim of any person/s in, to or upon the same.
- 10.9.3 The Allottee/s agree/s and confirm/s, personally and as prospective member/s of the applicable Entity & Organisation, that he/she/they/it, is/are not entitled to and shall never raise any objection or dispute and/or claim any compensation, if the area of the Whole Project Land and/or the remaining development of the Whole Project, that is proposed to be transferred as provided in this article, shall be at variance with, or may be less than, the area contemplated, or referred to herein, including by virtue of any Reservations, encroachments, spaces for sub-station (by electricity supply company), if any, and/or the Reservations being handed over and transferred to and/or acquisition of any portion of the Whole Project Land by the Governmental Authorities, during the course of developments of the Whole Project Land, or for any other reason whatsoever.

- 10.10 Without prejudice to the generality of the foregoing provisions, the Promoter has put the Allottee/s to notice of the following matters, facts and disclosures which the Allottee/s has/have agreed and accepted:
- (a) that the Project Land, shall never be sub-divided from the Whole Project Land; and,
  - (b) that the development of the Whole Project in phases upon the Whole Project Land contemplates the utilization of part/portion of the Development Potential, which may not be proportionate to the FSI and development potential attributable to and arising out of the Whole Project Land and also the Additional Areas are and shall be over and above the Development Potential. The Allottee/s, for himself/herself/themselves/itself, and as a prospective member of the Entity & Organisation, shall not be entitled to raise any claim or dispute in respect thereof.
- 10.11 All the documents, writings, Deed/s of Transfer etc., to be executed in the conveyance/s and transfer/s, as referred in this article, and all other documents and writings to be executed in relation thereto and/or in pursuance thereof, including bye-laws, rules and regulations of the Entity & Organisation formed in respect of the Project and the Apex Body formed in respect of the Whole Project, and the Apex Body, and all writings, forms, applications, etc. in relation to the proposed formation and registration thereof, shall all be prepared and approved by the Advocates and Solicitors appointed by the Promoter, and the same shall contain such terms, conditions, covenants, stipulations and provisions, including those contained in this Agreement including reserving the rights, powers, privileges, authorities and benefits of the Promoter, as the Promoter deems fit.
- 10.12 The Entity & Organisation, Entities & Organisations in respect of each of the Balance Projects and the Apex Body, to be formed and constituted in respect of the Project, Balance Projects, and the Whole Project, respectively, shall be known by such names as the Promoter may decide, which names shall not be changed by the Allottee/s, and/or any other purchasers and/or the Entity & Organisation, Entities & Organisations in respect of each of the Balance Projects, and/or the Apex Body without the prior written consent of the Promoter;
- 10.13 The Allottee/s shall co-operate with the Promoter and shall sign and execute application forms, papers, declarations, documents and other writings for registration of the Entity & Organisation to be formed and constituted in respect of the Project and do all necessary acts and deeds, so as to enable the Promoter to respectively register the same.
- 10.14 Unless and until the Allottee/s is/are in full compliance of the terms and conditions of this Agreement including the payment of the Aggregate Payments to the Promoter, the Entity & Organisation shall not issue and deliver a share certificate to the Allottee/s.
- 10.15 All, without limitation costs, charges and expenses in respect of the formation and registration of (i) Entity & Organisation, in respect of the Project, shall be borne and paid by all the allottees, purchasers, transferees and occupants of all the Premises in the Project, (ii) Entities & Organisations in respect of the Balance Projects shall be borne and paid by all the allottees, purchasers, transferees and occupants of all the Premises in the Balance Projects, and (iii) the Apex Body, shall be borne and paid by all the Entities & Organisations formed in respect of the Whole Project as set out hereinabove; and the Promoter shall not be liable to bear or pay the same or contribute towards the same, at all. If any delay or default is made in the payment or reimbursement of such costs, charges, or expenses, for any reason whatsoever, the Promoter shall never be held responsible or liable for any delay in the formation and registration of the Entity & Organisation, and/or Entities & Organisations, and/or the Apex Body.

- 10.16 For the purpose of clarification, all the clauses as mentioned in Article 10.1 to Article 10.15 hereinabove are subject to Article 15.11.1 (e) and Article 5.13.

#### **ARTICLE 11 – TERMINATION**

- 11.1 The Allottee/s agree/s and confirm/s that, without prejudice to all the rights, powers, authorities, discretions, entitlements and remedies of the Promoter under this Agreement, and Applicable Law (defined hereinafter), the Promoter shall be entitled, in its discretion, to terminate and cancel this Agreement in the circumstances set out in Article (11.2) and/or Article (11.3) hereinbelow.
- 11.2 If due to Applicable Law (defined hereinafter), and/or any action of concerned authorities, and/or any legal action, circumstances, or reasons, and/or any Force Majeure (defined hereinafter), the Promoter, in its discretion, is of the opinion that Whole Project or any part thereof, including construction of the Project, shall or may be suspended, or stopped, for twelve (12) consecutive months, or more, or any part of Whole Project has, in fact, been stopped or suspended for the aforesaid period of twelve (12) consecutive months, then the Promoter shall be entitled, in the Promoter's discretion, to terminate and cancel this Agreement by delivering a written notice of termination to the Allottee/s. On the delivery of such notice to the Allottee/s, this Agreement and any writings as may have been executed in pursuance hereof, shall ipso facto automatically and forthwith stand cancelled and terminated, without any further act, deed, matter or thing having to be done, executed, or performed, by the Parties. Within the time specified hereinafter, after such termination, the Promoter shall refund the Purchase Price installments received and realised by the Promoter, together with Interest (defined hereinafter) thereon from the date such payments were received and realized by the Promoter up to the date of termination of this Agreement or the date of refund as referred to in the Deed of Cancellation mentioned herein below, together with an agreed one-time fixed pre-estimated liquidated damages amount of Rupees One Hundred Only per square meter Carpet Area (RERA) of the Apartment (which Parties consider to be reasonable, and not as a penalty), after deducting (i) all costs, charges and expenses incurred by the Promoter for provision/installation in the Apartment of any extra or premium fixtures, fittings, etc., in place of or in addition to the standard fixtures, fittings, etc. to be provided therein, as may have been required by the Allottee/s; together with, (ii) all costs, charges and expenses incurred by the Promoter for the white good/s, commodity/ies, gift/s, service/s or facility/ies, if provided free of cost, or at a concessional rate/price, as and by way of promotional activity or otherwise, to the Allottee/s; together with, (iii) Taxes (as defined under this Agreement) paid / payable; and together with, (iv) all charges / fees (by whatsoever name called), if any paid / required to be paid by the Promoter to banks or financial institutions or any other financiers, including any charges that may be paid / required to be paid by the Promoter under subvention scheme and/or any other scheme. The aforesaid refundable amount with Interest (defined hereinafter) thereon, and pre-estimated liquidated damages as mentioned in this Article, shall be refunded/paid by the Promoter to the Allottee/s (or at the sole option of the Promoter to the bank / financial institution / financier from whom the Allottee/s has/have availed of a housing loan) within thirty (30) Days from the date of execution and registration of a Deed of Cancellation (in terms of a draft prepared by the Promoter) recording the termination and cancellation of this Agreement and any related and incidental documents and writings, if called upon by the Promoter to do so. It is agreed and clarified that other than the aforesaid refund amount with Interest thereon and pre-estimated liquidated damages as mentioned in this Article to be paid, the Promoter shall not be liable to make payment of any further or other amount, damages, compensation amounts, or liabilities to the Allottee/s. It is further agreed and clarified that in the event the Promoter does not call upon the Allottee/s to execute and register the aforesaid Deed of Cancellation, then the aforesaid refundable amount with Interest thereon, and pre-estimated liquidated damages as mentioned in this Article, shall be refunded / paid by the Promoter within thirty (30) Days from the date of termination of this Agreement.

- 11.3 If the Allottee/s commits an Event of Default (defined hereinafter), the Promoter shall be fully and freely entitled, in its discretion, and without prejudice to all its rights and remedies herein, and under Applicable Law (defined hereinafter), to deliver to the Allottee/s a fifteen (15) Day prior notice in writing of its intention to terminate and cancel this Agreement, and if the Allottee/s fails, refuses and neglects to remedy or rectify such Event of Default, to the satisfaction of the Promoter, by the expiry of the aforesaid notice period of fifteen (15) Days, then this Agreement and any writings that may have been executed in pursuance hereof shall ipso facto automatically and forthwith stand cancelled and terminated without any further act, deed, matter or thing being required to be done, executed and performed, by the Parties. On and after such termination, pre-estimated liquidated damages equivalent to ten per-cent of the Purchase Price (which the Parties have considered , and mutually agreed, to be reasonable and not being a penalty) shall be payable by the Allottee/s to the Promoter, and accordingly shall be deducted and appropriated by the Promoter from and out of the Purchase Price paid by the Allottee/s (hereinafter referred to as the “**Liquidated Damages**”), which shall be deducted and appropriated by the Promoter from and out of the Purchase Price received and realised by the Promoter, and (i) Interest on delayed payments, if any; together with, (ii) the brokerage / commission paid to estate agent/s in relation to the allotment of the Apartment; together with, (iii) all costs, charges and expenses incurred by the Promoter for provision / installation in the Apartment of any extra or premium fixtures, fittings, etc., in place of or in addition to the standard fixtures, fittings, etc. to be provided therein, as may have been required by the Allottee/s; together with, (iv) all costs, charges and expenses incurred by the Promoter for the white good/s, commodity/ies, gift/s, service/s or facility/ies, if provided free of cost, or at a concessional rate/price, as and by way of promotional activity or otherwise, to the Allottee/s; together with, (v) Taxes (as defined under this Agreement) paid / payable; and together with, (vi) all charges / fees (by whatsoever name called), if any paid/required to be paid by the Promoter to banks or financial institutions or any other financiers, including any charges that may be paid/required to be paid by the Promoter under subvention scheme and/or any other scheme (hereinafter collectively referred to as the “**Other Reimbursements / Amounts Payable**”), shall also be deducted and appropriated by the Promoter from and out of the Purchase Price received and realised by the Promoter, and the net balance thereof, shall be paid to the Allottee/s (or at the sole option of the Promoter to the bank / financial institution / financiers from whom the Allottee/s has/have availed of a housing loan), by the Promoter within thirty (30) Days of the execution and registration of a Deed of Cancellation (in terms of a draft prepared by the Promoter) recording the termination and cancellation of this Agreement, and any related and incidental documents and writings, if so required by the Promoter in its sole discretion. It is agreed and clarified that if any part of the Liquidated Damages and the Other Reimbursements/Amounts Payable is not recovered from the Purchase Price paid by the Allottee/s, the same shall be paid by Allottee/s to the Promoter within fifteen (15) Days from the aforesaid cancellation and termination along with Interest thereon till receipt of the aforesaid amount (including the accrued Interest) by the Promoter. It is agreed and clarified that other than the aforesaid amount to be refunded, the Promoter shall not be liable to bear, pay and discharge to the Allottee/s any other amounts, charges, liabilities, compensation or damages.
- 11.4 Wherever the term “Event of Default” appears in this Agreement, the same includes the occurrence of all or any of the following events:
- (a) the Allottee/s delaying, or committing default in making, and/or failing, refusing, or neglecting, to make payment of any of the Aggregate Payments, or any part/s or installment/s thereof, as the case may be, on or before respective due dates; and/or
  - (b) the Allottee/s committing any breach or default of, or not being in observance, performance, or compliance with any of the terms, conditions, covenants, undertakings, representations and/or warranties contained in this Agreement, and/or as given by him/her/them/it under this Agreement, and/or of any Approvals and/or Applicable Law (defined hereinafter), etc; and/or

- (c) the Allottee/s has/have been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be; and/or
  - (d) the Allottee/s receiving any notice from any concerned authorities, and/or any foreign state or government, and/or any authorities of any foreign state or government, under any laws, rules, or regulations, and/or the Allottee/s' involvement in any money laundering and/or illegal activity/ies, and/or the Allottee/s being declared to be proclaimed offender/s and/or a warrant being issued against him/her/them/it under any laws, rules, or regulations; and/or
  - (e) the Allottee/s failing, neglecting, or refusing, to attend at the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances concerned, for registration of this Agreement, and/or admitting execution hereof within the timeframe stipulated by the Promoter.
- 11.5 It is agreed and confirmed by the Allottee/s that the termination and cancellation of this Agreement, under any of the terms, conditions and provisions of the Agreement, including under Article (5) or Article (11), the following shall forthwith apply and bind the Allottee/s, that is:
- 11.5.1 the Allottee/s shall cease to have any right, title, interest, claim, or demand in or to the Apartment and the Parking Space/s, under this Agreement, and any related and incidental documents and writings and the Promoter shall be fully and freely entitled to allot and sell, deal with and/or otherwise alienate the same, as the Promoter deems fit, in its discretion;
  - 11.5.2 any mortgage, charge, lien or security interest created by the Allottee/s over the Apartment, and/or the Allottee/s interest under this Agreement, shall automatically stand terminated, cancelled, released and discharged, without any act, deed, matter or thing required to be done, executed or performed.
- 11.6 It is irrevocably agreed and confirmed by the Allottee/s that in the event the Allottee/s fails, refuses and/or neglects to come forward to sign/execute the Deed of Cancellation as referred to in Articles (5.15), (11.2) or (11.3) of this Agreement, and admit execution thereof before the concerned Sub-Registrar of Assurances, within a period of fifteen (15) days from the date the Promoter has called upon the Allottee/s to do so, then in such an event the Promoter shall be entitled to, and shall have the absolute and irrevocable right and authority to, sign and execute the Deed of Cancellation and all related and/or incidental deeds, documents and writings in respect thereof (hereinafter collectively referred to as the “**Cancellation Documents**”) for and on behalf of the Allottee/s, and get the same, or such of them as may be required, registered with the concerned Sub-Registrar of Assurances, and to do, execute and perform all acts, deeds, things and matters related and/or incidental thereto, for and on behalf of the Allottee/s, and for the said purposes, the Allottee/s hereby irrevocably nominates, constitutes, appoints and authorises the Promoter, acting through any of its directors or authorised representatives, from time to time, to be the constituted attorney of the Allottee/s, and in the name, and for and on behalf, of the Allottee/s, to do, execute and perform the following acts, deeds, things and matters, that is to say:-
- 11.6.1 to sign and execute the Cancellation Documents for and in respect of the cancellation and termination of this Agreement and any related and incidental documents and writings;
  - 11.6.2 to present and lodge the Cancellation Documents, or such of them as may be required, before / with the concerned Sub-Registrar of Assurances, and admit execution thereof, and to do, execute and perform all necessary acts, deeds, things

and matters for getting the same effectively registered, and to collect the originals thereof after the same have been duly registered;

11.6.3 in case the Promoter has made payment of the stamp duty in respect of this Agreement, to apply for and obtain from the concerned authorities, including those under the Maharashtra Stamp Act, 1958, refund of the stamp duty paid in respect of this Agreement;

11.6.4 to give and provide proper receipts and discharges for such refund to the concerned authorities;

11.6.5 for the purposes aforesaid, to do, execute and perform all necessary acts, deeds, things and matters, including to sign, execute, affirm, submit and file all necessary correspondence, applications, forms, affidavits, declarations, undertakings, indemnities, authorizations, and other documents and writings.

The Allottee/s hereby irrevocably agrees and undertakes to ratify and confirm all and whatsoever that shall be done, executed and performed by the Promoter in exercise of the aforesaid powers and authorities. The aforesaid rights, entitlements, powers and authorities in favour of the Promoter are without prejudice to, and in addition to, all the other rights, remedies and entitlements available to the Promoter under this Agreement and/or under Applicable Law.

11.7 It is agreed and confirmed by the Allottee/s that in case the Promoter has made payment of the stamp duty in respect of this Agreement, then the Promoter shall be fully entitled and at liberty to apply for and obtain refund of such stamp duty from the concerned governmental authorities, including those under the Maharashtra Stamp Act, 1958. The Allottee/s shall not raise any objection, dispute or claim in respect of the aforesaid.

#### **ARTICLE 12 - INSURANCE**

Upon Project Completion and Balance Projects occurring and subsequently upon completion of construction of the Common Areas & Amenities, the same shall be respectively insured by the Promoter, to such extent, as it deems fit, in its discretion, against risks including third-party liability, acts of God, etc., but not in respect of any articles, chattels, goods, or personal effects therein; all of which shall be suitably insured by the allottees and purchasers at his/her/their/its own cost and liability. The cost of the insurances to be obtained by the Promoter shall be recovered from the Allottee/s as a part of the Other Charges & Deposits and the Allottee/s shall bear and pay the same.

#### **ARTICLE 13 – INDEMNITY**

13.1 The Allottee/s hereby agree/s and undertake/s to indemnify and keep indemnified and saved harmless, at all times, the Indemnified Parties (defined hereinafter), and their estates and effects, against all loss or damage, and/or any suits, actions, proceedings or notices that they, or any of them, may sustain and suffer, and all costs, charges and expenses, that they, or any of them, may incur by reason, or as a result of: (a) any failure, breach, default, non-observance, non-performance, or non-compliance, by the Allottee/s of any of the terms, conditions and provisions of this Agreement, and/or (b) any accident or injury caused to, or suffered by, the Allottee/s, or his/her/their/its family members, guests, servants, agents, representative/s, and any person/s residing in, or occupying, or entering upon the Whole Project, including any persons visiting the Allottee/s or his/her/their/its family, guests or visitors or staff, and all persons claiming through or under them or any of them.

13.2 Wherever the term “*Indemnified Parties*” appears in this Agreement, the same shall mean the Promoter, Promoter Affiliates (defined hereinafter) and the PMC, and their respective



directors, partners, shareholders, constituents, representatives, officers, employees, servants, agents, and all persons claiming under them, and their respective successors and assigns.

#### **ARTICLE 14 - NO LIABILITY**

14.1 Neither the Promoter, nor any Promoter Affiliates (defined hereinafter), nor the PMC, nor any of their respective directors, officers, employees, agents, or contractors, shall be liable to the Allottee/s, and/or any persons claiming through or under the Allottee/s, or otherwise, for and/or in respect of:

14.1.1 any harm, injury, loss or damage to any person/s, or property caused by, or through, or in any way associated with, a failure, malfunction, explosion or suspension of electricity, telephone, gas, water, drainage, or sewerage, supply or connections to the Whole Project or any part thereof, and whether or not the same is caused by any events as set out in Article 15.11.1(e) and Article 5.13 or otherwise howsoever;

14.1.2 any harm, injury, loss, damage, or inconvenience suffered by, and/or caused to, any person/s, or property, due to, or related to, or caused by, or in the course of the use, or entry into the Apartment, and/or the access to any part of the Whole Project; and

14.1.3 for the security, safekeeping and insurance, of the Whole Project, or any part thereof, and of any person/s therein, and/or of the contents and possessions thereof.

#### **ARTICLE 15 - GENERAL PROVISIONS**

##### **15.1 Interest**

15.1.1 Without prejudice to all the Promoter's rights and remedies herein, and under Applicable Law (defined hereinafter), the Allottee/s shall be liable to pay, to the Promoter, Interest on all outstanding, overdue, and/or unpaid, Aggregate Payments calculated from the due date for payment thereof till payment in full (with accrued Interest). In addition to the Allottee/s's liability to pay Interest as aforesaid, the Allottee/s shall also be liable to pay and reimburse to the Promoter, all costs, charges, expenses and damages whatsoever, which may be incurred, borne, suffered, or paid, by the Promoter, including in relation to any suits, actions, proceedings, or notices filed, instituted or issued by or against it, for the purpose of enforcing any of its claims, rights and/or benefits under this Agreement and/or for enforcing obligations, payments of and recovering from the Allottee/s such outstanding amounts, charges and liabilities, including Interest as aforesaid under this Agreement.

15.1.2 Wherever the term "*Interest*" appears in this Agreement, the same shall mean interest payable by Allottee/s to the Promoter or by the Promoter to the Allottee/s, as the case may be, at the rate of two percent above the State Bank of India highest Marginal Cost of Lending Rate; provided in case the State Bank of India Marginal Cost of Lending Rate is not in use then interest shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

##### **15.2 Allottee/s Obligation of Confidentiality**

15.2.1 The Allottee/s shall during the subsistence of this Agreement and at all times thereafter, keep strictly confidential all Confidential Information (defined hereinafter), and shall not, without the prior written permission of the Promoter, which may be granted, or refused, in the Promoter's discretion, disclose, or divulge, directly, or indirectly to any third party, except to the Allottee/s' advisors and

officers (subject always to similar duties of confidentiality), any Confidential Information, except where any Confidential Information:

- 15.2.1.1 is required by Applicable Law (defined hereinafter) to be disclosed;
  - 15.2.1.2 is required to be disclosed by any Governmental Authority with relevant powers to which the Allottee/s is subject or submits;
  - 15.2.1.3 is or shall (otherwise than by breach or default of this Agreement) be in the public domain;
  - 15.2.1.4 is required in connection with any financing which the Allottee/s may require or has already obtained in terms and in accordance with this Agreement.
- 15.2.2 Without prejudice to the generality of the foregoing provisions, the Allottee/s agree/s and undertake/s that no press releases, statements, interviews, publicity, advertisement, notices, disclosures, and/or any other publicity, whether in print or digital media (including social media), of, or concerning, or related to, the agreement for allotment and sale herein, and/or any Confidential Information, shall be directly or indirectly issued, given, made, motivated, distributed, generated, or disseminated, in any manner, and by the Allottee/s, without the prior written permission of the Promoter, which permission may be refused by the Promoter, in its discretion.
- 15.2.3 Wherever the term “*Confidential Information*” is used in this Agreement, the same shall include all information imparted by the Promoter to the Allottee/s, and obtained by the Allottee/s under, and/or in connection with this Agreement on, before, or after, the date of execution of this Agreement, relating to the Whole Project Land, and/or Whole Project and/or the Project, and/or current or projected plans or affairs of the Promoter, or Promoter Affiliates (defined hereinafter), including: (i) this Agreement and the terms hereof, (ii) all documents, records, writings, Plans, Approvals, the Informative Materials, etc., product information and unpublished information related thereto, and any other commercial, financial or technical information relating to the Whole Project Land, and/or the Whole Project, or any part/s thereof, and (iii) the existence of any discussions, or negotiations, any proposal of business terms, and any due diligence materials, and other transaction documents, in each case to the extent relating to the transaction contemplated under this Agreement.

### 15.3 **Intellectual Property**

- 15.3.1 The Allottee/s acknowledge/s that all Intellectual Property (defined hereinafter) is and shall always be exclusively owned and held by the Promoter alone and that the Allottee/s shall never have any right, title, interest or license in respect thereof;
- 15.3.2 The Allottee/s shall not reproduce/replicate/publish or use in any manner howsoever, whether for commercial purposes, personal reasons, or otherwise, any Intellectual Property (defined hereinafter), and/or any Plans, Approvals, Informative Materials and/or any such materials which may be created or intended/proposed to be created or marketed by the Promoter, and disclosed to the Allottee/s, prior to, or during the subsistence of, the Agreement;
- 15.3.3 The Allottee/s shall immediately bring to the notice of the Promoter any improper or wrongful use or any unauthorised replication/reproduction of Intellectual Property (defined hereinafter), by any persons or parties, which has come to its/their knowledge;

15.3.4 Wherever the term “*Intellectual Property*” is used in this Agreement, the same means the wordmark “Srishti” and/or “Sector 2A” and/or “Eversmile” any combination of words in which such name and word mark is used and any word, name, device, symbol, logos, corporate names, insignia, emblems, work marks, slogan, design, brand, service mark, service names, trade name, trade dress, patents, circuit layouts, business and domain names, copyrights, other distinctive feature or any combination of the aforesaid, whether registered or unregistered, and used in connection with the businesses and activities of the Promoter and/or in respect of the Whole Project Land and/or the developments and projects to be undertaken thereon from time to time (with all amendments, upgrades, additions or improvements thereto), and product configuration, industrial design, or trade secret law or any other laws with respect to designs, formulas, algorithms, procedures, methods, techniques, ideas, know-how, programs, subroutines, tools, inventions, creations, improvements, works of authorship, other similar materials and all recordings, graphs, designs, drawings, reports, analyses, other writings and any other embodiment of the foregoing, in any form whether or not specifically listed herein, which may subsist in any part of the world, for the full term of such rights, including any extension to the terms of such right.

#### 15.4 Notices

15.4.1 All notices, intimations, demands, correspondence and other communications to be served on the Allottee/s or the Promoter, as the case may be, under, and/or in pursuance of this Agreement, shall be deemed to have been duly, effectively and sufficiently delivered, if dispatched to the Allottee/s or the Promoter by Registered Post A.D., or by hand delivery, to the postal address, and/or by e-mail, at the e-mail address of the Allottee/s and the Promoter, respectively, as recorded in the Statement annexed hereto and marked **Annexure ‘H’**.

15.4.2 It shall be the duty of the Allottee/s, and the Promoter, respectively, 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/s, as the case may be.

15.4.3 That in case there are Joint Allottee/s all communications shall be sent by the Promoter to the Allottee/s 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 Allottee/s.

#### 15.5 Amendment

15.5.1 Neither this Agreement, nor any term or provision hereof, shall be changed, waived, discharged, or amended, orally, except that any term of this Agreement may be amended and the observance of any such term may be waived (either generally or in a particular instance and either retroactively or prospectively) by the parties; provided however that no such waiver shall extend to or affect any obligation of a Party not expressly waived by the other Party, or impair any right consequent therein.

15.5.2 Neither the failure to exercise, nor any delay in exercising, any right, power, privilege or remedy, by a Party, under this Agreement, shall in any way impair or affect the exercise thereof by such Party, or operate as a waiver thereof by the Promoter in whole or in part.

#### 15.6 **Promoter's Rights Cumulative**

The rights, powers, privileges and remedies of the Promoter under this Agreement, are and shall always be cumulative, and are not exclusive of any rights, powers, privileges or remedies of the Promoter, as may be available under Applicable Law (defined hereinafter), or otherwise.

#### 15.7 **Severability**

If any provision of this Agreement shall be determined to be void or unenforceable under RERA, or under other Applicable Law, such provisions of this 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 or Applicable Law (defined hereinafter), 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.

#### 15.8 **Entire Agreement**

Unless otherwise specifically stated to the contrary herein, this Agreement constitutes and contains the entire, composite and complete agreement between the Parties with respect to the agreement herein for allotment and sale of the Apartment, and supersedes all prior letters of intent, term sheets, writings, correspondence, e-mails, communications, negotiations, Informative Materials etc. (whether oral or written), issued, and/or executed and/or exchanged between the Parties, and/or their respective agents, representatives and officers; none of which shall be referred to and/or relied upon by the Allottee/s. All terms & conditions as contained hereunder shall be subject to the provisions of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as the "**RERA**").

#### 15.9 **Registration**

15.9.1 The Promoter and the Allottee/s shall, as required under RERA, immediately after the execution of this Agreement but in any event, not later than four (4) months from the date hereof, at the Allottee/s' own costs, expenses and initiation, present and lodge this Agreement for registration with the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances concerned, and admit execution of the same. If the Allottee/s fail/s or neglect/s to present and lodge this Agreement for registration and admit execution thereof for any reason whatsoever, the Promoter will not be liable or responsible for the non-registration of this Agreement and for the consequences arising therefrom, nor shall the Promoter be liable to pay any penalty for their late attendance to complete the registration formalities.

15.9.2 The Allottee/s has been informed, and is aware, that this Agreement is to be executed and registered with the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances concerned, upon making payment of 10% of the Purchase Price and failure of the same may result in action by the concerned Authorities. In view thereof, the Allottee/s agrees and accepts that he/she/it/they shall be solely liable and responsible for all the costs, charges and consequences that the Promoter may incur or suffer on account of the failure of the Allottee/s to execute, and register with the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances concerned, this Agreement, for any reason whatsoever, and the Promoter shall not be liable or responsible for the non-registration of this Agreement and for the consequences arising therefrom, nor shall the Promoter be liable to pay any penalty for their late attendance to complete the registration formalities.

## 15.10 Informative Materials; Show Apartment

- 15.10.1 The Allottee/s is/are fully and completely informed and is/are aware that all advertisements, publicity, or promotions, of whatsoever nature in respect of the Whole Project, including the Project, in any media, including print, and/or electronic, and/or digital media, and includes writings, brochures, leaflets, pamphlets, plans/plan booklet, handouts, presentations, advertisements, oral or written representations, made and/or published, and/or generated by, or on behalf of, the Promoter, and any other such information or materials as may be made, or published by, or on behalf of the Promoter; and includes publicity reports and includes the show/sample apartment/units with fixtures, fittings and amenities etc. provided therein, and/or all matters related or incidental thereto (hereinafter collectively referred to as the “**Informative Materials**”), have been, and always will be, merely for the sake of convenience, whereby the terms, conditions, and provisions of this Agreement shall solely and exclusively apply and control.
- 15.10.2 The show/sample apartment including all furniture, items, electronic goods, amenities etc. therein, if any, are only for representational purposes for depicting lifestyle and illustrating a possible option of the design and layout of the apartment/unit. All internal dimensions in the apartment/unit as depicted in the Informative Materials are computed on the basis of unfinished wall/column surfaces. The Promoter is not liable or obligated to provide the Apartment as per show/sample apartment/unit with furniture, items, electronic goods, amenities etc. therein.

## 15.11 Definitions & Interpretation

- 15.11.1 Wherever the following terms are used in this Agreement, the same shall have the meanings respectively assigned to them below:
- (a) “*Agreement*” means this Agreement and includes all recitals and schedules herein and all annexures hereto, and also includes any modification hereof reduced to writing and executed by the duly authorised representative/s of the Promoter and by the Allottee/s; which writing shall be expressed to be supplemental to, or as a modification or amendment of, this Agreement.
  - (b) “*Applicable Law*” includes all laws, rules, regulations, development control rules and regulations including the orders, judgments, decrees, ordinances, guidelines, notices, notifications, schemes, Government Resolutions (GRs) and directions, the Approvals, and the terms and conditions thereof, as may be issued, or imposed, or required, or mandated, in any manner by any concerned authority, or courts of law, or judicial or quasi-judicial bodies or authorities, and as are, or may be, in force from time to time, and/or applicable to the Whole Project, and/or Whole Project Land, or any part/s thereof; all being of the Republic of India.
  - (c) “*Day*” means a working day, in the State of Maharashtra, as notified by the State Government of Maharashtra from time to time.
  - (d) “*Promoter Affiliates*” means any company/ies, entity/ies, concern/s or person/s who/which is/are nominee/s of, and/or group, holding, or affiliate, or subsidiary company/ies, entity/ies, or concern/s, of the Promoter, and/or associated, or affiliated, with the Promoter by contract, or otherwise.
  - (e) "Force Majeure Events" includes:
    - (i) Any war, civil commotion or act of God,

- (ii) Any notice, order, rule, regulation, circular, notification or directive of the government and/or other public or other competent authority/court.

15.11.2 In this Agreement:

- (a) unless the subject or context otherwise requires, reference to the word “include”, “includes” or “including” shall be construed as without limitation;
- (b) reference to the terms “herein”, “hereto”, “hereof”, or “thereof”, and any other similar terms refer to this Agreement and not to the particular provision in which the term is used, unless the subject or context otherwise requires;
- (c) bold typeface, headings and titles are used for convenience of reference only and shall not affect the construction of this Agreement, and/or limit, extend, or define any of the terms, conditions and provisions hereof;
- (d) wherever the Allottee/s has/have confirmed, and/or accepted, and/or acknowledged, and/or agreed to, and/or given any undertaking in respect of, any act, deed, matter, thing, item, action, or term or provision of this Agreement, the same means, and shall be deemed to mean, the irrevocable and unconditional confirmation, acceptance, acknowledgement, agreement, undertaking, declaration, representation and warranty on the part of the Allottee/s, in respect of, and/or in relation, to such act, deed, matter, thing, item, action, or provision;
- (e) wherever reference is made to the “discretion of the Promoter”, or “Promoter’s discretion”, and any grammatical variations thereof, the same means, and shall be deemed to mean, the sole, absolute and unfettered discretion of the Promoter, which irrevocably binds the Allottee/s and all other concerned persons, and which shall not be called into question, and/or challenged, and/or disputed in any manner, on any grounds whatsoever, by the Allottee/s and all concerned persons;
- (f) wherever reference is made to the “entitlement” of the Promoter, and/or the Promoter being “entitled”, and any grammatical variations thereof, the same means, and shall be deemed to mean, the full complete, absolute, exclusive and unfettered entitlement and liberty of the Promoter in its sole discretion, over, and/or in relation, to the act, deed, matter, or thing in question;
- (g) time is of the essence in respect of the performance by the Allottee/s of all his/her/their/its obligations, including financial obligations. If any time period specified herein is extended in writing by the Promoter in its discretion, such extended time period shall also be of the essence;
- (h) references to recitals, articles, clauses, schedules and annexures shall be reference to the recitals, articles, clauses, schedules and annexures contained in, or annexed to, this Agreement, as the case may be;
- (i) references to laws, rules or regulations, or to any provision/s thereof, shall include references to any such law, rules and regulations as they may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation, including rules or regulations, made from time to time under that provision;

## 15.12 **Costs**

- 15.12.1 All costs, charges and expenses, including stamp duty and registration charges payable upon and in respect of this Agreement , and all documents and writings related and/or incidental to this Agreement , shall be borne and paid solely by the Allottee/s;
- 15.12.2 All costs, charges and expenses, stamp duty, registration charges, Taxes, professional fees or charges payable to the Promoter's Advocates & Solicitors, etc., arising, and/or payable, in respect of all deeds, documents, instruments and writings incidental or related to this Agreement, and/or to be executed in pursuance hereof, that is: (i) transfer and conveyance of structure of the Project to the Entity & Organisation, (ii) transfers and conveyance of structures of the Balance Projects to the respective Entities & Organisations formed in respect thereof, (iii) the transfer and conveyance of the balance/remaining development of the Whole Project including the Common Areas & Amenities and certain Limited Common Areas & Amenities (but excluding the building structures transferred and conveyed to the respective Entities & Organisations) to the Apex Body and (iv) the transfer of the Whole Project Land to the Apex Body; and all other related and incidental deeds, documents and writings including all costs, charges and expenses for preparing and engrossing the same, professional fees or charges payable to the Promoter's Advocates & Solicitors and towards stamp duty and registration fees, shall: (a) in respect of the documents and writings referred to in (i) above be proportionately borne and paid by the Allottee/s and by all other allottees/purchasers of Premises in the Project and/or the Entity & Organisation in respect of the Project, (b) in respect of, documents and writings referred to in (ii) above be proportionately borne and paid by the allottees and purchasers of all Premises and/or the Entities & Organisations formed in respect of the Balance Projects, and (c) in respect of, documents and writings referred to in (iii) above by all Entities & Organisations to be formed and constituted in respect of the Whole Project and/or the Apex Body, in respect of (iv) above shall be payable by the Apex Body and/or its constituents. The Promoter shall not be liable to bear and pay any such liabilities, or contribute towards the same.

## 15.13 **Successors and Assigns**

- 15.13.1 No rights, liabilities or obligations under this Agreement shall be assigned by the Allottee/s without the prior written consent of the Promoter;
- 15.13.2 The Promoter shall always be entitled, in its discretion, to assign this Agreement, and/or all, or any of, its rights and obligations under this Agreement, to any Promoter's Affiliates, including any entity in pursuance of an amalgamation, merger, demerger, or other corporate restructuring of the Promoter.

## 15.14 **Laws**

This Agreement and the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with Applicable Law.

## 15.15 **Dispute Resolution**

Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Real Estate Regulatory Authority as per the provisions of the RERA.

#### 15.16 **Jurisdiction**

This Agreement shall be governed in all respects by Applicable Law and subject to the provisions of Article (15.15) (Dispute Resolution), courts at Thane shall have exclusive jurisdiction.

#### 15.17 **Survival**

This Article (15.17), Article (11) (Consequences of Termination), Article (15.4) (Notices), Article (15.16) (Jurisdiction), Article (15.15) (Dispute Resolution) and Article (15.2) (Allottee/s Obligation of Confidentiality), and all other rights and obligations of the Parties that are held after, and/or are required to be observed and performed upon and/or after the termination of this Agreement, shall survive the termination of this Agreement, and the Parties shall continue to respectively hold such rights, and be bound, liable and obliged to comply with their obligations in respect thereof.

15.18 The Promoter and Allottee/s state/s that they are assessed to Income Tax and their respective Permanent Account Numbers are as mentioned in the statement annexed hereto and marked **Annexure 'H'**.

#### **THE FIRST SCHEDULE ABOVE REFERRED TO**

##### (Description of the Whole Project Land)

All that piece or parcel of land or ground, admeasuring approximately 37,880.43 square metres, being part of Old Survey No.233 (pt) (New Survey No.66 (pt)), Old Survey No.235 (pt) (New Survey No.68 (pt)), and Old Survey No.256 (pt) (New Survey No.69 (pt)) situate at Village Penkarpada (previously known as Mira), Taluka and District Thane and bounded as follows:

NORTH: by Old Survey No. 230 at Village Penkarpada (previously known as Mira), Taluka and District Thane

SOUTH: by 30m wide road at Village Penkarpada (previously known as Mira), Taluka and District Thane

WEST: partly by 30m wide road and by Old Survey No. 235(pt) at Village Penkarpada (previously known as Mira), Taluka and District Thane

EAST: partly by Old Survey No. 190, Old Survey No. 150 and Old Survey No. 236 at Village Penkarpada (previously known as Mira), Taluka and District Thane

#### **THE SECOND SCHEDULE ABOVE REFERED TO**

##### (Description of the Apartment and Parking Space/s)

All that the proposed Apartment bearing no. **103**, admeasuring approximately **59.32** square meters Carpet Area (RERA), on **1st** habitable floor, of the Project, together with **0 (Zero)** vehicle Parking Space/s in Project known as "**Sector 2A - Wing F**" in the Whole Project known as "**Srishti Sector 2A**" in Complex "**Srishti**".

Balcony (Open) area attached to the Apartment is approximately **3.20** square meters;



**IN WITNESS WHEREOF**, the Parties have hereunto, and to the counterpart hereof, set and subscribed their respective hands, the day and the year first hereinabove written.

**SIGNED** by the within named Promoter **Eversmile** ) For **Eversmile Properties Private**  
**Properties Private Limited** ) **Limited**  
in the presence of ..... )  
)  
)  
)  
)

**Director/Authorised  
Signatory/Constituted Attorney**

|  |  |
|--|--|
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|--|--|

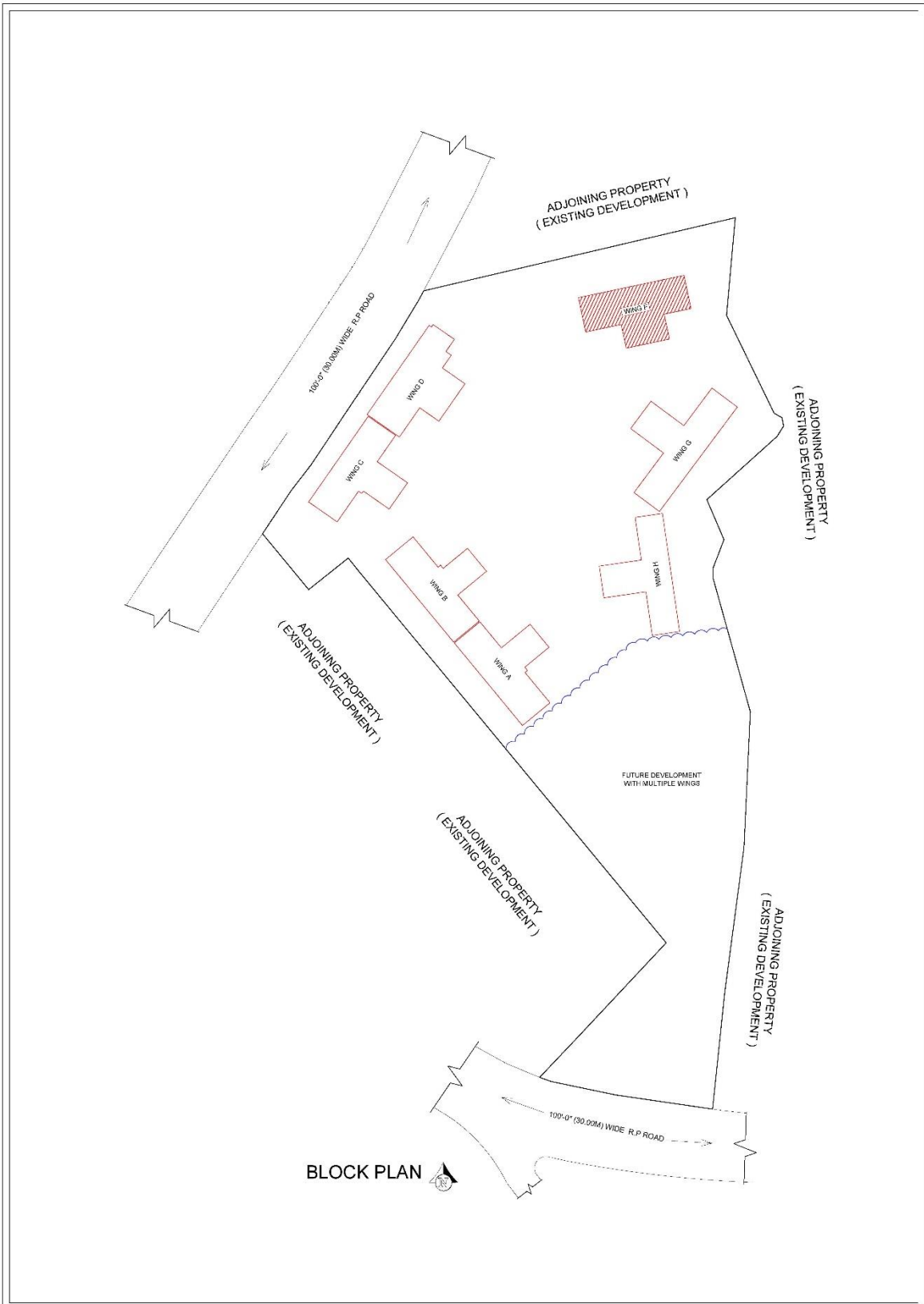
Mr. \_\_\_\_\_  
Photograph/Left Thumb Impression

**SIGNED** by the within named **Allottee/s**, )  
)  
**1. Ms. Mansi Singh** )  
)  
in the presence of ..... )  
)  
)  
)

|  |  |
|--|--|
|  |  |
|--|--|

**Ms. Mansi Singh**  
Photograph/Left Thumb Impression

**Annexure 'A'**  
**Whole Project Plan**



**Annexure 'B'**

7-12 Extracts



**महाराष्ट्र शासन**

गाव नमुना सात

अधिकार अभिलेख पत्रक

[ महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहा ( तयार करणे व सुविधायी ठेवणे ) नियम, १९७१ यातील नियम ३,५,६ आणि ७ ]

गाव :- पेणकरापाडा तालुका :- ठाणे जिल्हा :- ठाणे शेवटचा फेरफार क्रमांक : 226 व दिनांक : 23/06/2021  
भूपापन क्रमांक व उपविभाग : 66

| भूपापन क्रमांक व उपविभाग<br>66                                    |           | भू-धारणा पध्दती<br>भोगवटदार वर्ग - I | भोगवटदाराचे नाव |       |       |         | खाले क्रमांक   |
|---|-----------|--------------------------------------|-----------------|-------|-------|---------|--|
| शेताचे स्थानिक नाव :-   |           | क्षेत्र                              |                 | आकार  | पो.ख. | फे.फा   |  |
| क्षेत्र एकक   | आर चौ.मी  | सिरा भाईंदर महात्म्यसल्लिका          | 43.28.00        |       |       | ( 118 ) | 505, 506   |
| चिन शेती  | 343.20.00 |                                      |                 |       |       |         | कुळाचे नाव   |
| चिन शेती आकारणी   | 12.94     | स्वामी साईंइसाद प्रवान               | 299.92.00       | 12.94 |       | ( 89 )  | इतर अधिकार   |
| किरात   | -         |                                      |                 |       |       |         | इतर  |
| बागवत   | -         |                                      |                 |       |       |         | ये. एवढ्याईल श्रमटी व प्रा. लि. यांचा विस्तार कराराचा थोडा देवला       |
| नरी   | -         |                                      |                 |       |       |         | असे. ( 96 )  |
| वस्का   | -         |                                      |                 |       |       |         | इतर  |
| इतर   | -         |                                      |                 |       |       |         | क्षेत्र 34320.00 चौ.मी. फेकी 21318.00 चौ.मी. अकृषिक                    |
| एकूण क्षेत्र  | -         |                                      |                 |       |       |         | प्रयोजनवर्धनीय नं ( 225 )  |
| सोट-कारण (सागवडीत अयोग्य)   | -         |                                      |                 |       |       |         | [नमूने] ( 226 )  |
| वर्ग (अ)  | -         |                                      |                 |       |       |         | [सं.क.स.अ.अ.वि.सं.4976-च.सं.स.स.20-21-आतील                             |
| वर्ग (ब)  | -         |                                      |                 |       |       |         | सोने अंतर्गत क्षेत्र असेच पूर्व यत्नातले सिमाने दर्शविलेले नं. ( 226 ) |
| एकूण पो.ख   | 0.00.00   |                                      |                 |       |       |         | इतर  |
| आकारणी  | 0.00      |                                      |                 |       |       |         | अतिरिक्त क्षेत्र 1.8920 चौ.मी. ( 1381 )                                |
| बुडी किंवा विशेष आकारणी   | -         |                                      |                 |       |       |         | इतर  |
|   |           |                                      |                 |       |       |         | दि. प्रॉटेक्ट इन्व्हेस्टमेंट क. लि. ( 1435 )                           |
| सुट्टे फेरफार क्र. (82),(89),(178),(189),(310),(903),(960),(1014) |           |                                      |                 |       |       |         | सौभाग्य भूपापन क्रमांक :-  |

गाव नमुना सात

पिकाची नोंदवही

[ महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहा ( तयार करणे व सुविधायी ठेवणे ) नियम, १९७१ यातील नियम २९ ]

गाव :- पेणकरापाडा तालुका :- ठाणे जिल्हा :- ठाणे शेवटचा फेरफार क्रमांक : 226 व दिनांक : 23/06/2021  
भूपापन क्रमांक व उपविभाग : 66

| वर्ष    | हेमाम        | विकसखालील क्षेत्राचा तपशील |           |            |            |           |            |                          |           |            |           |           | जल सिंचनाचे साधन | जेरा     |      |
|---------|--------------|----------------------------|-----------|------------|------------|-----------|------------|--------------------------|-----------|------------|-----------|-----------|------------------|----------|------|
|         |              | निम्न विकसखालील क्षेत्र    |           |            |            |           |            | निर्मळ विकसखालील क्षेत्र |           |            |           |           |                  |          | जमीन |
|         |              | पिकाचे नाव                 | जल सिंचित | अजल सिंचित | पिकाचे नाव | जल सिंचित | अजल सिंचित | पिकाचे नाव               | जल सिंचित | अजल सिंचित | स्वरूप    | क्षेत्र   |                  |          |      |
| (३)     | (४)          | (५)                        | (६)       | (७)        | (८)        | (९)       | (१०)       | (११)                     | (१२)      | (१३)       | (१४)      | (१५)      |                  |          |      |
|         |              | आर. चौ.मी                  | आर. चौ.मी | आर. चौ.मी  | आर. चौ.मी  | आर. चौ.मी | आर. चौ.मी  | आर. चौ.मी                | आर. चौ.मी | आर. चौ.मी  | आर. चौ.मी | आर. चौ.मी | आर. चौ.मी        |          |      |
| 2018-19 | संपूर्ण वर्ष |                            |           |            |            |           |            |                          |           |            |           |           | अकृषिक वापर      | 343.2000 |      |

"या प्रमाणित प्रतिसादी फी म्हणून १%/- रुपये मिळाले,"  
दिनांक :- 24/06/2021  
सांकेतिक क्रमांक :- 272100094213001600620211103

*(Signature)*  
( नाव :- नवी दिगंबर आंबाड )  
तलाठी साह्या :- सोला :- ठाणे जि :- ठाणे



**महाराष्ट्र शासन**

गाव नमुना सार  
अधिकार अभिलेख पत्रक

[ महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदव्याही ( तयार करणे व सुविक्षीत ठेवणे ) नियम, १९७१ यातील नियम ३,५,६ आणि ७ ]

गाव :- पेणकरापाडा

तालुका :- ठाणे

जिल्हा :- ठाणे

जेवटचा फेरफार क्रमांक : 226 व दिनांक : 23/06/2021

| भूभाषण क्रमांक व उपविभाग<br>68   | पु-धारणा पध्दती<br>भोगवटदार वर्ग - I | भोगवटदारचे नांव                  |           |       |         |   |
|--|--------------------------------------|----------------------------------|-----------|-------|---------|---|
| भोगवटदारचे स्थानिक नांव :-   |                                      | क्षेत्र                          | आकार      | पो.ख. | फे.पा   | खाली क्रमांक  |
| क्षेत्र एकक  | आर.चौ.मी                             | सिरा पाव्हीर महानगरपालिका        | 48.17.00  |       | ( 118 ) | S05, S06  |
| बिना शेती  | 349.30.00                            | स्वातंत्र्य सार्द्धसमाप्त प्रदान | 301.13.00 | 13.25 | ( 960 ) | कुळारचे नाव<br>इतर अधिकार<br>इतर<br>वे.एच.एम्.ए.एल. प्रॉपर्टी व प्रॉ.लि. यांचा विकास करताना बोचा ठेवला आहे. ( 88 )<br>इतर<br>क्षेत्र 34930.00 चौ.मी.फेकी क्षेत्र 16752.00 चौ.मी.अकृषिक प्रयोजनावधीत वर्ग ( 225 )<br>[स.क.पा.अभिलेख-1976 च्या संसूचना-20-21 यातील कोट्टे नोंदव्याही क्षेत्र तसेच पूर्व सारक्या अभिलेख सारक्या वर्गां]( 226 ) |
| बिना शेती आकारणी   | 13.25                                |                                  |           |       |         |   |
| बिनात  | -                                    |                                  |           |       |         |   |
| बागात  | -                                    |                                  |           |       |         |   |
| सती  | -                                    |                                  |           |       |         |   |
| बकस  | -                                    |                                  |           |       |         |   |
| इतर  | -                                    |                                  |           |       |         |   |
| एकुण क्षेत्र   | -                                    |                                  |           |       |         |   |
| पोट-बराब (सामवर्दीस अयोग्य)  | -                                    |                                  |           |       |         |   |
| वर्ग (अ)   | -                                    |                                  |           |       |         |   |
| वर्ग (ब)   | -                                    |                                  |           |       |         |   |
| एकुण पो.ख  | 0.00.00                              |                                  |           |       |         |   |
| आकारणी   | 0.00                                 |                                  |           |       |         |   |
| बुद्धी किंवा विशेष आकारणी  | -                                    |                                  |           |       |         |   |
| इतर फेरफार क्र. (178),(189),(310),(473),(494),(903),(960),(1014),(1148),(1209),(1251),(1381) |                                      |                                  |           |       |         | सोबा आणि भूभाषण पत्रके :-   |

गाव नमुना सार  
पिकाची नोंदव्याही

[ महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदव्याही ( तयार करणे व सुविक्षीत ठेवणे ) नियम, १९७१ यातील नियम २५ ]

गाव :- पेणकरापाडा

तालुका :- ठाणे

जिल्हा :- ठाणे

जेवटचा फेरफार क्रमांक : 226 व दिनांक : 23/06/2021

| वर्ष    | इंग्रजी      | पिकाखालील क्षेत्राचा तपशील |           |            |             |           |            |                          |           |            |        |             | जल सिंचनाचे साधन | जैरा |
|---------|--------------|----------------------------|-----------|------------|-------------|-----------|------------|--------------------------|-----------|------------|--------|-------------|------------------|------|
|         |              | मिठा पिकाखालील क्षेत्र     |           |            |             |           |            | निर्मळ पिकाखालील क्षेत्र |           |            |        |             |                  |      |
|         |              | मिश्रभागाचा संकेत क्रमांक  | जल सिंचित | अजल सिंचित | पिकांचे नाव | जल सिंचित | अजल सिंचित | पिकांचे नाव              | जल सिंचित | अजल सिंचित | स्वरूप | क्षेत्र     |                  |      |
| (१)     | (२)          | (३)                        | (४)       | (५)        | (६)         | (७)       | (८)        | (९)                      | (१०)      | (११)       | (१२)   | (१३)        | (१४)             | (१५) |
|         |              | आर. चौ.मी                  | आर. चौ.मी |            |             | आर. चौ.मी | आर. चौ.मी  |                          | आर. चौ.मी | आर. चौ.मी  |        | आर. चौ.मी   |                  |      |
| 2018-19 | संपूर्ण वर्ष |                            |           |            |             |           |            |                          |           |            |        | अकृषिक वापर | 349.3000         |      |

"या प्रमाणित प्रतीसाठी फी म्हणून १५/- रुपये मिळाले."  
दिनांक :- 24/06/2021  
सांकेतिक क्रमांक :- 272100094213001600620211105

*Arshad*

( नाव :- वंदा शिबंद आह्लाड )  
तलाठी सार :- रिस्ता :- ठाणे जि :- ठाणे

अहवाल दिनांक : 24/06/2021



## महाराष्ट्र शासन

गाव नमुना सार

अधिकार अभिलेख पत्रक

[ महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहा ( तयार करणे व सुविधेतील ठेवणे ) नियम, १९७१ यातील नियम ३,५,६ आणि ७ ]

गाव :- पेणकरपाडा

तालुका :- ठाणे

जिल्हा :- ठाणे

गेवट्या फेरफार क्रमांक : 226 व दिनांक : 23/06/2021

भूधापन क्रमांक व उपविभाग : 69

| भूधापन क्रमांक व उपविभाग<br>69  |           | भू-धारणा पध्दती<br>भोगवटदार वर्ग - I | भोगवटदारवाचे नांव |      |          | खाने क्रमांक |   |                            |
|---|-----------|--------------------------------------|-------------------|------|----------|--------------|---|----------------------------|
| खानेचे ध्वनिंक नांव :-  |           |                                      | शेज               | आकार | पो.ख.    | फे.पा        | खाने क्रमांक  |                            |
| शेज एकक   | आर. चौ.मी | [ श्रीमंशुक मुंबरासक-बळकर            | ०-12-33           | ०-33 | ०-०4०० ] | ( 185 )      | 7, 505  |                            |
| चिन शेती  | 24.30.00  | अतुलचंद्र श्रीमाध नवलकर              |                   |      |          | ( 185 )      | कुड्याचे नाव  |                            |
| चिन शेती आकारणी   | 0.55      | श्रीमंतचंद्र श्रीमाध नवलकर           |                   |      |          | ( 185 )      | इतर अधिकार  |                            |
| चिराजव  | -         | -----सामाईक शेज-----                 | 16.33.00          | 0.33 |          |              | इतर   |                            |
| आगावव   | -         |                                      |                   |      |          |              | ये.एकरस्थार्वरुन प्राप्तईव प्र.नि. यांचा विकास करणवा बोवा देवला   |                            |
| सती   | -         | मिसा धाडुंदर महाकरपालिका             | 7.97.00           | 0.22 |          | ( 212 )      | अथे ( 88 )  |                            |
| जळका  | -         |                                      |                   |      |          |              | इतर   |                            |
| इतर   | -         |                                      |                   |      |          |              | शेज 2430.00 चौ.मी.फेकी शेज 1633.00 चौ.मी. अकुषिक                  |                            |
| एकुण शेज  | -         |                                      |                   |      |          |              | प्रयोवनाक्रीला वर्ग ( 225 )                                       |                            |
| पोट-खराब (तामचदीस अचोव)   | -         |                                      |                   |      |          |              | [ पुरम ] ( 226 )  |                            |
| वर्ण (अ)  | -         |                                      |                   |      |          |              | [ सं.क.क.अभिविन-1976 या मनुू करम 20-21 यातील                      |                            |
| वर्ण (ब)  | -         |                                      |                   |      |          |              | येकेने अंदाईने येज ठेवेप मूंई यावाणी मर्याम सावातम बंके ] ( 226 ) |                            |
| एकुण पो ख   | 0.00.00   |                                      |                   |      |          |              | मुकडा   |                            |
| आकारणी  | 0.00      |                                      |                   |      |          |              | मुकडा ( 329 )   |                            |
| बुदी कडा विशेष आकारणी   | -         |                                      |                   |      |          |              | इतर   |                            |
|   |           |                                      |                   |      |          |              | दर.इंस्टेट इन्वेस्टमेंट कं. लि. ( 1435 )                          |                            |
| इने फेरफार क्र. (118),(178),(189),(212),(310),(473),(903),(960),(1014),(1253) |           |                                      |                   |      |          |              |   | सौम्य अर्णि भूधापन किंने : |

गाव नमुना धारा

विकाची नोंदवहा

[ महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहा ( तयार करणे व सुविधेतील ठेवणे ) नियम, १९७१ यातील नियम २९ ]

गाव :- पेणकरपाडा

तालुका :- ठाणे

जिल्हा :- ठाणे

गेवट्या फेरफार क्रमांक : 226 व दिनांक : 23/06/2021

भूधापन क्रमांक व उपविभाग : 69

| वर्ष    | हाराप        | विकाखालील क्षेत्राचा तपशील |           |                                   |             |           |            |                           |           |            |           | एकरवईसाठी उपलब्ध नसलेली जमीन | जल सिंचनाचे साधन | जेरा    |     |  |
|---------|--------------|----------------------------|-----------|-----------------------------------|-------------|-----------|------------|---------------------------|-----------|------------|-----------|------------------------------|------------------|---------|-----|--|
|         |              | मिश्र विकाखालील क्षेत्र    |           |                                   |             |           |            | निर्मित विकाखालील क्षेत्र |           |            |           |                              |                  |         |     |  |
|         |              |                            |           | पट्टक पिके व प्रयोकाखालील क्षेत्र |             |           |            |                           |           |            |           |                              |                  |         |     |  |
|         |              | मिश्रवाचा संकेत क्रमांक    | जल सिंचित | अजल सिंचित                        | विकांचे नाव | जल सिंचित | अजल सिंचित | विकांचे नाव               | जल सिंचित | अजल सिंचित | एकरप      |                              |                  |         | शेज |  |
| (१)     | (२)          | (३)                        | (४)       | (५)                               | (६)         | (७)       | (८)        | (९)                       | (१०)      | (११)       | (१२)      | (१३)                         | (१४)             | (१५)    |     |  |
|         |              | आर. चौ.मी                  | आर. चौ.मी | आर. चौ.मी                         | आर. चौ.मी   | आर. चौ.मी | आर. चौ.मी  | आर. चौ.मी                 | आर. चौ.मी | आर. चौ.मी  | आर. चौ.मी | आर. चौ.मी                    | आर. चौ.मी        |         |     |  |
| 2018-19 | संपूर्ण वर्ष |                            |           |                                   |             |           |            |                           |           |            |           |                              | अकुषिक वापर      | 24.3000 |     |  |

"या प्रमांल प्रतीसाठी की म्हणून १%/- रुपये मर्याने."

दिनांक :- 24/06/2021

संकेतिक क्रमांक :- 272100094213001600620211124

( नाव :- बंदाशिम आवाड )

तालाठी साया :- मरता :- ठाणे जि :- ठाणे

## Annexure 'C'

### **Limited Common Areas & Amenities and Common Areas and Amenities**

#### Part A – Limited Common Areas and Amenities of the Project

- Entrance Lobby & Drop offs
- Elevators, Staircase and lift lobby
- Refuge area
- Meter room
- Society Office
- Space for letter box

#### Part B – Common Areas and Amenities of the Whole Project

- Clubhouse
- Swimming pool and Kid's pool with pool decks
- Gymnasiums
- Indoor Games Rooms
- Indoor Lounges
- Indoor Spaces for Multi-functional Activities
- Study Rooms
- Co-working Lounges
- Crèche
- Music Room
- Multi-function room
- Doctor's room
- Fitness centre
- Guest suite
- Multi-functional lawn with Stepped Seating
- Landscaped Garden
- Outdoor Yoga and Exercise areas
- Outdoor Kid's and toddler's play areas
- Multipurpose Sports Court
- Skating Park
- Kid's Climbing Wall
- Outdoor Seating Plaza
- Walking/Jogging Track
- Badminton courts x 2
- Mini Theatre
- Table Tennis room
- Pool table room
- Rain water harvesting system, water tanks and sewage treatment plant (STP)
- OWC (Organic waste converter)
- Piped Gas connection
- Multi-tier safety and security system
- Firefighting systems
- Building/s designed for earthquake loads as per applicable I.S. Code
- CCTV for monitoring designated common areas
- D.G. Power Backup for designated common areas and select/identified utility areas
- Sprinkler system & mechanical ventilation in the basement
- Public address system

## Annexure 'D'

### RERA certificate



#### Maharashtra Real Estate Regulatory Authority

#### REGISTRATION CERTIFICATE OF PROJECT

#### FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :  
**P51700053195**

Project: **Sector 2A - Wing F** , Plot Bearing / CTS / Survey / Final Plot No.: **S No 66,68,69 of village Penkarpada at Mira-Bhayandar (M Corp.), Thane, Thane, 401107;**

1. **Eversmile Properties Private Limited** having its registered office / principal place of business at *Tehsil: Thane, District: Thane, Pin: 401104.*
2. This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
  - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;  
OR  
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
  - The Registration shall be valid for a period commencing from **17/10/2023** and ending with **30/06/2028** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
  - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
  - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



Signature valid  
Digitally Signed by  
Dr. Vasant Premanand Prabhu  
(Secretary, MahaRERA)  
Date: 17-10-2023 17:39:19

Dated: **17/10/2023**  
Place: **Mumbai**

Signature and seal of the Authorized Officer  
Maharashtra Real Estate Regulatory Authority

**Annexure 'E'**

Commencement Certificate

C.C. (Legal) 2023 (7)



**मिरा भाईंदर महानगरपालिका**

**नगररचना विभाग**

स्वामी विवेकानंद भवन आरबीके स्कूलच्या बाजूला कनाकिया, मिरारोड (पु.)

जि. ठाणे - 401 107. दूरध्वनी : 022-28121455, \* E-mail Id : tp@mbmc.gov.in



जा.क्र :- मनपा/नर/ १५६९/ २०२३ - २०२४

दिनांक :- १४/८/२०२३

प्रति,

अधिकार पत्रधारक - मे. एव्हरस्माईल प्रॉपर्टीज प्रा.लि.

द्वारा - सल्लागार अभियंता - मे. तेजस कन्सल्टंट



विषय :-

मिरा भाईंदर महानगरपालिका क्षेत्रातील मौजे - पेणकरपाडा येथील सर्व क्र./ हिस्सा क्र. 63(231), 65(232), 66(233), 67(234), 68(235), 64/2(240/2), 39(207), 49(217), 50(218), 51(219), 52(220), 60/1, 2(228/1,2), 61(229), 62/1,2(230/1,2), 4(175), 79(187), 71(236), 74(238), 76(239), 77(244), 78(255), 69(256), 70(257), 75(258) या जागेत नियोजित बांधकाम "सृष्टी संकुलनातील प्रस्तावित इमारत प्रकार "अ" ते "एच", के ते एल, जे आणि "क्लब हाऊस" या इमारतीकरिता मंजूर नकाशानुसार बांधकाम करणेकरिता सुधारीत बांधकाम परवानगी मिळणेबाबत.

संदर्भ :-

- 1) आपला दि. 19/07/2023, दि.25/07/2023 व दि.07/08/2023 रोजीचा अर्ज.
- 2) मे. सक्षम प्राधिकारी नागरी संकुलन ठाणे यांचेकडील आदेश क्र.युएलसी/टीए/ एफ-62/एसआर/142,143 & 144 दि.10/08/1994 अन्वये [शुद्धीपत्रक] कलम 21 खालील योजनेची मंजूरी व दि. 31/08/2004 अन्वयेची मुदतवाढ व शासन परिपत्रक क्र.नाजक2018/प्र.क्र.29/नाजकधा-1दि.05/12/2018, क्र.युएलसी/टीए/एफ 62/कलम21/एसआर/142+143+144/02/2019/133दि.20/02/2019 अन्वयेचे पत्र.
- 3) मा. जिल्हाधिकारी ठाणे यांचेकडील अकृषिक परवानगी आदेश क्र. रेव्हेन्हू/डेस्क- I/एनएपी/VII/एसआर/221 दि. 20/03/1985, क्र.रेव्हेन्हू/डेस्क-I/एनएपी/VII/ एसआर/222 दि.02.07.1985 व क्र.रेव्हेन्हू/डेस्क-I/एनएपी/VII/एसआर/223 दि.28/02/85 अन्वये अकृषिक परवानगी आदेश व अपर तहसिलदार, मिरा भाईंदर यांचेकडील पत्र क्र. महसुल/क-2/टे-2/जमिनबाब/कावि-335/2020 दि.10/11/2020 अन्वये रूपांतरीत कर भरणा पत्र





## मिरा भाईंदर महानगरपालिका

### नगररचना विभाग



स्वामी विवेकानंद भवन.आरबीके स्कूलच्या बाजूला कनाकिया, मिरारोड (पु.)  
जि. ठाणे - 401 107. दूरध्वनी : 022-28121455, \* E-mail Id : tp@mbmc.gov.in

जा.क्र :- मनपा/नर/ 94ए9 | 2023 - 2028

दिनांक :- 98/11/2023

- 4) या कार्यालयाचे पत्र क्र. मनपा/नर/4622/2021-22 दि.31/03/2022 व मनपा/नर/436/2023-24 दि.10/05/2023 अन्वये सुधारीत नकाशे मंजूरीसह बांधकाम
- 5) दि. इस्टेट इनवेस्टमेंट कंपनी प्रा.लि. यांचेकडील पत्र क्र. ईआय/280 दि.25/02/2009, क्र. ईआय/278 दि.25/02/2009, क्र.ईआय/279 दि.25/02/2009 व ईआय/एमओसी/2391/2023 दि.25/07/2023 अन्वयेचा नाहरकत दाखला.
- 6) महानगरपालिकेचे अग्निशमन विभागाचे पत्र क्र.मनपा/अग्नि/422/2023-24 दि.17/07/2023 अन्वये प्राथमिक नाहरकत दाखला
- 7) शासनाचे पर्यावरण विभागाकडील पत्र क्र. SIA/MH/MIS/238569/2021 दि.12/04/2023 अन्वये ना-हरकत दाखला
- 8) शासनाचे MCZMA प्राधिकरणाकडील पत्र क्र. CRZ-2018/CR/273/TC-4 दि.07/06/2019 रोजीचा दाखला.
- 9) IGBC या संस्थेने Green Building अंतर्गत दि.21/12/2021 रोजीचा दाखला.
- 10) विकासक यांचे दि.23/03/2023 व दि.08/08/2023 रोजीचे हमीपत्र

**-: सुधारीत बांधकाम परवानगी :-** (सुधारीत नकाशे मंजूरीसह)

महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 च्या कलम 44, 45 अन्वये व महाराष्ट्र महानगरपालिका अधिनियम 1949 चे कलम 253 ते 269 विकास कार्य करण्यासाठी / बांधकाम प्रारंभपत्र मिळण्यासाठी आपण विनंती केले नुसार मिरा भाईंदर महानगरपालिका क्षेत्रातील मोजे - पेणकरपाडा येथील सर्वे क्र./हिस्सा क्र. 63(231), 65(232), 66(233), 67(234), 68(235), 64/2(240/2), 39(207), 49(217), 50(218), 51(219), 52(220), 60/1, 2(228/1.2), 61(229), 62/1.2(230/1.2), 4(175), 79(187), 71(236), 74(238), 76(239), 77(244), 78(255), 69(256), 70(257), 75(258) या जागेतील रेखांकन, इमारतीचे बांधकाम नकाशांस आपणांकडून खालील अटी व शर्तीचे अनुपालन होण्याच्या अधीन राहून ही मंजूरी देण्यात येत आहे.



## मिरा भाईंदर महानगरपालिका

### नगररचना विभाग

स्वामी विवेकानंद भवन.आर.बी.के.स्कूलच्या बाजूला कनाकिया, मिरारोड (पु.)

जि. ठाणे - 401 107. दूरध्वनी : 022-28121455, \* E-mail Id : tp@mbmc.gov.in



जा.क्र :- मनपा/नर/ 9489/ 2023 - 2028

दिनांक :- 9/8/2023

- 1) सदर भूखंडाचा वापर फक्त बांधकाम नकाशात दर्शविलेल्या रहिवास + वाणिज्य वापरासाठी करण्याचा आहे.
- 2) सदरच्या बांधकाम परवानगीने आपणास आपल्या हक्कात नसलेल्या जागेवर बांधकाम करता येणार नाही.
- 3) मंजूर नकाशाप्रमाणे जागेवर प्रत्यक्ष मोजणी करून घेणेची आहे व त्यांची उपअधिकार भूमि अभिलेख, ठाणे यांनी प्रमाणीत केलेली नकाशाची प्रत या कार्यालयाच्या अभिलेखास द्या प्रतीमध्ये पाठविणेची आहे व त्यास मंजूरी घेणे आवश्यक आहे.
- 4) सदर भूखंडाची उपविभागणी महानगरपालिकेच्या पूर्वपरवानगी शिवाय करता येणार नाही. तसेच मंजूर रेखांकनातील इमारती विकसित करण्यासाठी इतर / दुस-या विकासकास अधिकार दिल्यास / विकासासाठी प्राधिकृत केल्यास दुय्यम / दुस-या विकासकाने मंजूर बांधकाम नकाशे व चटईक्षेत्राचे व परवानगीत नमुद अटी व शर्तीचे उल्लंघन केल्यास / पालन न केल्यास या सर्व कृतीस मुळ विकासक व वास्तुविशारद जबाबदार राहिल.
- 5) या जागेच्या आजुबाजुला जे पुर्वीचे नकाशे मंजूर झाले आहेत त्याचे रस्ते हे सदर नकाशातील रस्त्याशी प्रत्यक्ष मोजणीचे व सिमांकनाचे वेळी सुसंगत जुळणे आवश्यक आहे. तसेच या जागेवरील प्रस्तावीत होणा-या बांधकामास रस्ते संलग्न ठेवणे व सार्वजनिक वापरासाठी खुले ठेवणेची जबाबदारी विकासक / वास्तुविशारद / धारक यांची राहिल. रस्त्याबाबत व वापराबाबत आपली / धारकांची कोणतीही हरकत असणार नाही.
- 6) नागरी जमीन धारणा कायदा 1976 चे तरतुदीना व महाराष्ट्र जमीन महसूल अधिनियमाच्या तरतुदीस कोणत्याही प्रकारची बाधा येता कामा नये व या दोन्ही कायद्यान्वये पारित झालेल्या व यापुढे वेळोवेळी होणा-या सर्व आदेशाची अंमलबजावणी करण्याची जबाबदारी विकासक व वास्तुविशारद इतर धारक यांची राहिल.
- 7) रेखांकनात / बांधकाम नकाशात इमारतीचे समोर दर्शविण्यात / प्रस्तावित करण्यात आलेली सामासिक अंतराची जागा ही सार्वजनिक असून महानगरपालिकेच्या मालकीची राहिल व या जागेचा वापर सार्वजनिक रस्त्यासाठी / रस्ता रुंदीकरणासाठी करण्यात येईल. याबाबत अर्जदार व विकासक व इतर धारकांचा कोणताही कायदेशीर हक्क असणार नाही.
- 8) मालकीहक्काबाबतचा वाद उत्पन्न झाल्यास त्यास अर्जदार, विकासक, वास्तुविशारद, धारक व संबंधीत व्यक्ती जबाबदार राहतील. तसेच वरील जागेस पोहोच मार्ग उपलब्ध असल्याची व जागेच्या हद्दी जागेवर प्रत्यक्षपणे जुळविण्याची जबाबदारी अर्जदार, विकासक, वास्तुविशारद यांची





# मिरा भाईंदर महानगरपालिका

नगररचना विभाग

स्वामी विवेकानंद भवन आरबीके स्कूलच्या बाजूला कनाकिया, मिरारोड (पु.)

जि. ठाणे - 401 107. दूरध्वनी : 022-28121455, \* E-mail Id : tp@mbmc.gov.in



जा.क्र :- मनपा/नर/ १५६९ / २०२३ - २०२४

दिनांक :- १४/०७/२०२३

राहिल. यामध्ये तफावत निर्माण झाल्यास झाल्यास सुधारीत मंजूरी घेणे क्रमप्राप्त आहे.

- 9) मंजूर रेखांकनातील रस्ते, ड्रेनेज, गटारे व खुली जागा (आर.जी.) अर्जदाराने / विकासकाने महानगरपालिकेच्या नियमाप्रमाणे पूर्ण करून सुविधा सार्वजनिक वापरासाठी कायम स्वरुपी खुली ठेवणे बंधनकारक राहिल.

- 10) इमारतीचे उद्वाहन, अग्निशमन तरतुद, पाण्याची जमिनीवरील व इमारतीवरील अशा दोन टाक्या, दोन इलेक्ट्रीक पंपसेटसह तरतुद केलेली असली पाहिजे.

- 11) महानगरपालिका आपणास बांधकामासाठी व पिण्यासाठी व इतर कारणासाठी पाणीपुरवठा करण्याची हमी घेत नाही. याबाबतची सर्व जबाबदारी विकासक / धारक यांची राहिल. तसेच सांडपाण्याची सोय व मलविसर्जनाची व्यवस्था करण्याची जबाबदारी विकासकाची / धारकाची राहिल. तसेच बांधकाम सुरु करतवेळी बांधकाम संपेपर्यंत तेथील बांधकाम कामगारांसाठी आवश्यकतेप्रमाणे पुरेशा शौचालयाची व पाळणाघराची व्यवस्था करणे आपणावर बंधनकारक राहिल.

- 12) अर्जदाराने स.क्र. / हि.क्र. मॉजे, महानगरपालिका मंजूरी, बिल्डरचे नाव, आर्किटेक्टचे नाव, अकृषिक मंजूरी व इतर मंजूरीचा तपशील दर्शविणारा फलक प्रत्यक्ष जागेवर लावण्यात आल्यानंतरच इतर विकास कामास सुरुवात करणे बंधनकारक राहिल. तसेच सर्व मंजूरीचे मुळ कागदपत्र तपासणीसाठी / निरीक्षणासाठी जागेवर सर्व कालावधीसाठी उपलब्ध करून ठेवणे ही वास्तुविशारद व विकासक यांची संयुक्त जबाबदारी आहे. अशी कागदपत्रे जागेवर प्राप्त न झाल्यास तातडीने काम बंद करण्यात येईल.

- 13) मंजूर रेखांकनातील इमारतीचे बांधकाम करण्यापुर्वी मातीची चाचणी (Soil Test) घेऊन व बांधकामाची जागा भूकंप प्रवण क्षेत्राचे अनुषंगाने सर्व तांत्रिक बाबी विचारात घेऊन (Specifically earthquake of highest intensity in seismic zone should be considered) आर.सी.सी. डिझाईन तयार करून संबंधीत सक्षम अधिका-यांची मंजूरी घेणे. तसेच इमारतीचे आयुष्यमान, वापर, बांधकाम चालू साहित्याचा दर्जा व गुणवत्ता व अग्नि क्षमण व्यवस्था याबाबत नॅशनल बिल्डींग कोड प्रमाणे तरतुदी करून कार्यान्वीत करणे तसेच बांधकाम चालू असतांना तांत्रिक व अतांत्रिक कार्यवाही पूर्ण करून त्याची पालन करण्याची जबाबदारी अर्जदार, विकासक, स्ट्रक्चरल अभियंता, वास्तुविशारद, बांधकाम पर्यवेक्षक, धारक संयुक्तपणे राहिल.

- 14) रेखांकनातील जागेत विद्यमान झाडे असल्यास तोडण्यासाठी महानगरपालिकेची व इतर



## मिरा भाईंदर महानगरपालिका

नगररचना विभाग

स्वामी विवेकानंद भवन आरबीके स्कूलच्या बाजूला कनाकिया, मिरारोड (पु.)

जि. ठाणे - 401 107. दूरध्वनी : 022-28121455, \* E-mail Id : tp@mbmc.gov.in



जा.क्र :- मनपा/नर/ 94E9 / 2023 - 2028

दिनांक :- 98/11/2023

विभागांची पूर्व मंजूरी प्राप्त करणे बंधनकारक आहे. तसेच खुल्या जागेत वृक्षारोपण करण्यात यावे.

- 15) मंजूर बांधकाम नकाशे व जागेवरील बांधकाम यामध्ये तफावत असल्यास निष्ठावलीनुसार त्वरीत सुधारीत बांधकाम नकाशांना मंजूरी घेणे बंधनकारक आहे अन्यथा हे बांधकाम मंजूर विकास नियंत्रण नियमावलीनुसार अनाधिकृत ठरते त्यानुसार उक्त अनाधिकृत बांधकाम तोडण्याची कार्यवाही करण्यात येईल.
- 16) बांधकाम साहित्य रस्त्यावर व सार्वजनिक ठिकाणी ठेवता येणार नाही. याबाबतचे उल्लंघन झाल्यास महानगरपालिकेकडून आपणाविरुद्ध दंडात्मक कार्यवाही करण्यात येईल.
- 17) महानगरपालिकेने मंजूर केलेले बांधकाम नकाशे व बांधकाम प्रारंभपत्र रद्द करण्याची कार्यवाही खालील बाबतीत करण्यात येईल व महाराष्ट्र महानगरपालिका अधिनियम 1949 व महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 च्या तरतूदीनुसार संबंधिताविरुद्ध विहित कार्यवाही करण्यात येईल.
  - 1) मंजूर बांधकाम नकाशाप्रमाणे बांधकाम न केल्यास.
  - 2) मंजूर बांधकाम नकाशे व प्रारंभपत्रातील नमुद सर्व अटी व शर्तीचे पालन होत नसल्याचे निदर्शनास आल्यास.
  - 3) प्रस्तावित जागेचे वापरात महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 व इतर अधिनियमान्वये प्रस्तावाखालील जागेच्या वापरात बदल होत असल्यास अथवा वापरात बदल करण्याचे नियोजित केल्यास.
  - 4) महानगरपालिकेकडे सादर केलेल्या प्रस्तावात चुकीची माहिती व विधी ग्राह्यता नसलेली कागदपत्रे सादर केल्यास व प्रस्तावाच्या अनुषंगाने महानगरपालिकेची दिशाभूल केल्याचे निदर्शनास आल्यास या अधिनियमाचे कलम 29C अन्वये कार्यवाही करण्यात येईल.
- 18) प्रस्तावित इमारतीमध्ये तळ मजल्यावर स्टिल्ट (Stillt) प्रस्तावित केले असल्यास स्टिल्टची उंची मंजूर बांधकाम नकाशाप्रमाणे ठेवण्यात यावी व या जागेचा वापर वाहनतळासाठीच करण्यात यावा.
- 19) मंजूर विकास योजनेत विकास योजना रस्त्याने / रस्ता रुंदीकरणाने बाधित होणारे क्षेत्र 63392.40 चौ.मी. महानगरपालिकेकडे हस्तांतर केले असल्याने व ह्या हस्तांतर केलेल्या जागेच्या मोबदल्यात आपणास अतिरिक्त चटईक्षेत्रांचा लाभ / मंजूरी देण्यात आली असल्याने सदरचे क्षेत्र कायमस्वरुपाची खुले, मोकळे, अतिक्रमणविरहीत ठेवण्याची जबाबदारी विकासाकाची



# मिरा भाईंदर महानगरपालिका

## नगररचना विभाग

स्वामी विवेकानंद भवन आरबीके स्कूलच्या बाजूला कनाकिया, मिरारोड (पु.)

जि. ठाणे - 401 107. दूरध्वनी : 022-28121455, \* E-mail Id : tp@mbmc.gov.in



जा.क्र :- मनपा/नर/ १५६९/ २०२३ - २०२४

दिनांक :- १४/०७/२०२३

राहिल. तसेच या जागेचा मालकीहक्क इतरांकडे केणत्याही परिस्थितीत व केव्हाही वर्ग करता येणार नाही. तसेच या क्षेत्राचा इतरांकडून मोबदला आपणास इतर संबंधितास व धारकास स्थिरावता येणार नाही.

20) मंजूर रेखांकनाच्या जागेत विद्यमान इमारत तोडण्याचे प्रस्तावित केले असल्यास विद्यमान बांधकाम क्षेत्र महानगरपालिकेकडून प्रमाणीत करून घेतल्यानंतर विद्यमान इमारत तोडून नविन बांधकामास प्रारंभ करणे बंधनकारक आहे.

21) प्रस्तावातील इमारतीचे बांधकाम पूर्ण झाल्यानंतर नियमाप्रमाणे पूर्ण झालेल्या इमारतीस प्रथम वापर परवाना प्राप्त करून घेणे व तदनंतरच इमारतीचा वापरासाठी वापर करणे अनिवार्य आहे. महानगरपालिकेकडून वापर परवाना न घेता इमारतीचा वापर चालू असल्याचे निदर्शनास आल्यास वास्तुविशारद, विकासक व धारक यांच्यावर व्यक्तिशः कायदेशीर कार्यवाही करण्यात येईल.

22) या मंजूरीची मुदत चार वर्षांपर्यंत राहिल. तथापि एका वर्षात काम सुरु न केल्यास एकत्रिकृत विकास नियंत्रण प्रोत्साहन नियमावली मधील विनियम 2.71 नुसार परवानगी नुतनीकरण करण्याची जबाबदारी विकासकाची राहिल. अन्यथा सदरची मंजूरी कायदेशीररित्या आपोआप रद्द होईल.

23) सदरच्या आदेशातील अटी व शर्तीचे पालन करणेची जबाबदारी अधिकारपत्रधारक, बांधकाम पर्यवेक्षक, वास्तुविशारद, स्ट्रक्चरल अभियंता व धारक यांची राहिल.

24) सदर जागेच्या मालकीबाबत व न्यायालयात दावा प्रलंबित नसल्याबाबत आपण प्रतिज्ञापत्र दि.12/07/2023 रोजी दिलेले आहे. याबाबत काहीही विसंगती आढळून आल्यास दिलेली परवानगी रद्द करण्यात येईल.

25) सदर जागेच्या मालकीहक्काबाबत जागेच्या हद्दीबाबत मा. न्यायालयीन दाव्याबाबत व पोहोच रस्त्याबाबत सर्वस्वी जबाबदारी विकासकाची राहणार असून त्याबाबत महानगरपालिका जबाबदार राहणार नाही. तसेच याबाबत कोणत्याही प्रकारची विसंगती आढळल्यास सदर परवानगी रद्द समजणेत येईल.

26) पत्र क्र. \_\_\_\_\_ रोजीच्या मंजूर रेखांकनात प्रस्तावित केलेल्या इमारतीचे बांधकाम खालीलप्रमाणे मजले व क्षेत्राच्या मर्यादीत ठेवून त्यानुसार कार्यान्वीत करणे बंधनकारक राहिल.



## मिरा भाईंदर महानगरपालिका

नगररचना विभाग

स्वामी विवेकानंद भवन आरबीके स्कूलच्या बाजूला कनाकिया, मिरारोड (पु.)

जि. ठाणे - 401 107. दूरध्वनी : 022-28121455, • E-mail id : tp@mbmc.gov.in



जा.क्र :- मनपा/नर/ १५९१/ 2023- 202४

दिनांक :- १४/११/२०२३

- प्रस्तावीत इमारतीचे बांधकाम क्षेत्र 2,38,024.23 चौ.मी. येत असून Gross Built up क्षेत्र 3,64,203.46 चौ.मी. याप्रमाणे आहे. त्याबाबतचा तपशील खालील प्रमाणे आहे.

तक्ता क्र. I

| इमारत प्रकार | मजले  | बांधकाम क्षेत्र (चौ.मी.) | Gross Built up क्षेत्र (चौ.मी.) |
|--------------|---|--------------------------|---------------------------------|
| अ            | 2 बेसमेंट + पार्ट तळ + 2 पार्ट पोजीअम + 1 ते 33 | 20713.34                 | 23569.21                        |
| बी           | 2 बेसमेंट + पार्ट तळ + 2 पार्ट पोजीअम + 1 ते 33 | 20496.58                 | 23289.24                        |
| सी           | 2 बेसमेंट + पार्ट तळ + 2 पार्ट पोजीअम + 1 ते 33 | 19851.22                 | 22670.22                        |
| डी           | 2 बेसमेंट + पार्ट तळ + 2 पार्ट पोजीअम + 1 ते 33 | 21553.90                 | 24227.47                        |
| ई            | 2 बेसमेंट + पार्ट तळ + 2 पार्ट पोजीअम + 1 ते 33 | 21948.22                 | 24906.22                        |
| एफ           | 2 बेसमेंट + पार्ट तळ + 2 पार्ट पोजीअम + 1 ते 33 | 21242.79                 | 24179.82                        |
| जी           | 2 बेसमेंट + पार्ट तळ + 2 पार्ट पोजीअम + 1 ते 33 | 24030.71                 | 27702.23                        |
| एच           | 2 बेसमेंट + पार्ट तळ + 2 पार्ट पोजीअम + 1 ते 33 | 21384.54                 | 24356.03                        |
| जे           | 2 बेसमेंट + पार्ट तळ + 2 पार्ट पोजीअम + 1 ते 21 | 16416.91                 | 18842.34                        |
| के           | 2 बेसमेंट + पार्ट तळ + 2 पार्ट पोजीअम + 1 ते 36 | 24915.49                 | 28367.58                        |
| एल           | 2 बेसमेंट + पार्ट तळ + 2 पार्ट पोजीअम + 1 ते 36 | 24779.20                 | 28598.70                        |
| क्लब हाऊस    | 1 बेसमेंट + पार्ट तळ + 1 पार्ट पोजीअम           | 691.33                   | 1492.44                         |
| --           | 1,2 बेसमेंट + तळ मजला + 1,2 पोजीअम              | ---                      | 92,001.96                       |
| एकूण         |   | 238024.23                | 364203.46                       |

- पर्यावरण विभागाकडील नाहरकत दाखल्यानुसार अनुज्ञेय बांधकाम क्षेत्र 185303.99 चौ.मी. (Gross Built up क्षेत्र 3,23,656.18 चौ.मी.) च्या मर्यादित खालील प्रमाणे इमारतीस बांधकाम परवानगी देणेत येत आहे.



# मिरा भाईंदर महानगरपालिका

नगररचना विभाग

स्वामी विवेकानंद भवन आरबीके स्कूलच्या बाजूला कनाकिया, मिरारोड (पु.)

जि. ठाणे - 401 107. दूरध्वनी : 022-28121455, • E-mail Id : tp@mbmc.gov.in



जा.क्र :- मनपा/नर/ 9489/ 2023 - 2028

दिनांक :- 9/1/2023.

## तक्ता क्र. II

| इमारत प्रकार | मजले   | बांधकाम क्षेत्र (चौ.मी.) | Gross Built up क्षेत्र (चौ.मी.) |
|--------------|--|--------------------------|---------------------------------|
| अ            | 2 बेसमेंट + पार्ट तळ + 2 पार्ट पोंडिअम + 1 ते 33 | 20713.34                 | 23569.21                        |
| ब            | 2 बेसमेंट + पार्ट तळ + 2 पार्ट पोंडिअम + 1 ते 33 | 20496.58                 | 23289.24                        |
| सी           | 2 बेसमेंट + पार्ट तळ + 2 पार्ट पोंडिअम + 1 ते 33 | 19851.22                 | 22670.22                        |
| डी           | 2 बेसमेंट + पार्ट तळ + 2 पार्ट पोंडिअम + 1 ते 33 | 21553.90                 | 24227.47                        |
| ई            | 2 बेसमेंट + पार्ट तळ + 2 पार्ट पोंडिअम + 1 ते 33 | 21948.22                 | 24906.22                        |
| एफ           | 2 बेसमेंट + पार्ट तळ + 2 पार्ट पोंडिअम + 1 ते 33 | 21242.79                 | 24179.82                        |
| जी           | 2 बेसमेंट + पार्ट तळ + 2 पार्ट पोंडिअम + 1 ते 33 | 24030.71                 | 27702.23                        |
| एच           | 2 बेसमेंट + पार्ट तळ + 2 पार्ट पोंडिअम + 1 ते 33 | 21384.54                 | 24356.03                        |
| जे           | 2 बेसमेंट + पार्ट तळ + 2 पार्ट पोंडिअम + 1       | 3123.67                  | 4736.47                         |
| के           | 2 बेसमेंट + पार्ट तळ + 2 पार्ट पोंडिअम + 1       | 1654.12                  | 4657.23                         |
| एल           | 2 बेसमेंट + पार्ट तळ + 2 पार्ट पोंडिअम + 11      | 8142.57                  | 11662.75                        |
| क्लब हाऊस    | 1 बेसमेंट + पार्ट तळ + 1 पार्ट पोंडिअम           | 691.33                   | 1492.44                         |
| --           | 1,2 बेसमेंट + तळ मजला + 1,2 पोंडिअम              | --                       | 92,001.96                       |
| एकूण         |  | 184832.99                | 309451.29                       |

- पर्यावरण विभागाकडील वाढीव क्षेत्राकरीता सुधारीत नाहरकत दाखला सादर केल्यानंतरच प्रस्तावाचे विकासक व सल्लागार अभियंता यांस "तक्ता क्र. I" नुसार बांधकाम करणेस पुढील परवानगी दिली जाईल.

- यापूर्वी पत्र क्र.मनपा/नर/4622/2021-22 दि.31/03/2022 व मनपा/नर/436/2023-24 दि.10/05/2023 अन्वये देण्यात आलेली मंजूरी रद्द करण्यात येत आहे.
- जागेवर रेन वॉटर हार्वेस्टिंगची व्यवस्था करणे तसेच त्याबाबतची यंत्रणा स्वतंत्र ओव्हरटॅक व प्लंबिंग लाईनसह कार्यान्वीत ठेवणे व त्याबाबत पाणीपुरवठा विभागाकडील प्रमाणपत्र सादर करणे बंधनकारक राहिल.
- रेखांकनातील जागेत सेप्टिक टॅकचे बांधकाम IS-2470 च्या मानकानुसार बांधणे आवश्यक राहिल.



## मिरा भाईंदर महानगरपालिका

### नगररचना विभाग

स्वामी विवेकानंद भवन आरबीके स्कूलच्या बाजूला कनाकिया, मिरारोड (पु.)

जि. ठाणे - 401 107. दूरध्वनी : 022-28121455, \* E-mail Id : tp@mbmc.gov.in



जा.क्र :- मनपा/नर/ १५९१ / २०२३ - २०२४

दिनांक :- १४/०७/२०२३

- 30) प्रस्तावित इमारतीसाठी भोगवटा दाखल्यापूर्वी प्रती सदनिका 100 लिटर या क्षमतेची सौर उर्जा वरिल पाणी गरम करण्याची व्यवस्था (सोलार वॉटर हीटिंग सिस्टीम) किंवा UDCPR Regulation No. 13.2 अन्वये Roof Top Photovoltaic (RTPV) System बसवून कार्यान्वीत करणे व त्याबाबत सार्वजनिक बांधकाम विभागाकडील नाहरकत दाखला सादर करणे आपणावर बंधनकारक राहिल.
- 31) भोगवटा दाखल्यापूर्वी सदर वृक्ष प्राधिकरणाच्या सल्ल्याप्रमाणे भूखंडामध्ये प्रती 100 चौ.मी. करिता दोन झाडे याप्रमाणे तसेच आर.जी. च्या भूखंडामध्ये प्रती 100 चौ.मी. करिता ऋच झाडांची लागवड करून त्याबाबत वृक्ष प्राधिकरण विभागाकडील नाहरकत दाखला सादर करणे बंधनकारक राहिल.
- 32) भोगवटा दाखल्यापूर्वी अग्निशमन विभागाकडील तात्परता नाहरकत दाखल्यामधील अटीशर्तीची पूर्तता करून अंतिम नाहरकत दाखला सादर करणे बंधनकारक राहिल.
- 33) विषयांकित जागेसाठी रुपांतरित कराचा भरणा करणेसह सदर जागेसाठीची सनद सादर करणे व सदर सनद मधील अटीशर्तीची व अकृषिक परवानगीच्या आदेशामधील अटीशर्तीची पूर्तता करणे आपणावर बंधनकारक राहिल.
- 34) महाराष्ट्र महानगरपालिका अधिनियम 1949 चे कलम 263 अन्वये भोगवटा दाखला घेणे आपणावर बंधनकारक राहिल.
- 35) सदरच्या जागेवर बांधकामासाठी 200 पेक्षा जास्त बांधकाम कामगार असल्यास काम करणा-या बांधकाम कामगारांसाठी महाराष्ट्र इमारत व इतर बांधकाम कामगार कल्याणकारी मंडळ यांचेमार्फत राबविण्यात येणा-या योजना, त्यासाठीचे अर्ज, त्यासंबंधी इतर आवश्यक माहिती तसेच पात्र बांधकाम कामगारांची नोंदणी करिता आवश्यक प्रक्रिया नोंदणी, नुतनीकरण, बांधकाम कामगारांचे बँक खाते उघडणे इत्यादी सर्व प्रकारची संबंधित कामे करणेसाठी Facilitation Centre उभारणे बंधनकारक राहिल.
- 36) इमारत पूर्ण झाल्यानंतर बांधकाम परवानगी मधील नमुद अटी व शर्तीचे पालन केल्याशिवाय बांधकाम पूर्णत्वाचे प्रमाणपत्र व भोगवटा दाखला देण्यात येणार नाही. अटीची पूर्तता न केल्यास महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 व महाराष्ट्र महानगरपालिका अधिनियम 1949 अन्वये विकासकावर गुन्हा नोंद करून पुढील कार्यवाही करण्यात येईल.
- 37) सदर जागेमध्ये इमारतीचे बांधकाम सुरु करतांना बांधकामाच्या अनुषंगीक कामामुळे सभोवतालच्या इमारतींना / बांधकामांना / रहिवाश्यांना त्रास होणार नाही किंवा जिवीत वा वित्त





# मिरा भाईंदर महानगरपालिका

नगररचना विभाग

स्वामी विवेकानंद भवन आरबीके स्कूलच्या बाजूला कनाकिया, मिरारोड (पु.)

जि. ठाणे - 401 107, दूरध्वनी : 022-28121455, \* E-mail Id : tp@mbmc.gov.in



जा.क्र :- मनपा/नर/ 94E9 | 2023 - 2028

दिनांक :- 98/11/2023

हानी होणार नाही याची खबरदारी घेणेची सर्वस्वी जबाबदारी विकासक / वास्तुविशारद, स्ट्रक्चरल इंजिनियर / साईट सुपरव्हाईजर यांची राहणार असून त्यासाठी महानगरपालिका जबाबदार राहणार नाही.

38) सदर गेडसंकुलातील रहिवाश्यांसाठी आवश्यक क्षमतेचा जैविक खत निर्मिती प्रकल्प उभारून कार्यान्वीत करणे आपणावर बंधनकारक राहिल.

39) रूखाकनातील प्रस्तावित वाहनतळांमध्ये इलेक्ट्रिक वाहनांकरीता मान्यताप्राप्त संस्थेकडून इलेक्ट्रिक चार्जिंग पॉईंट लावणे व त्याबाबतचा दाखला इमारतीच्या भोगवटा दाखल्यापूर्वी सादर करणे प्रस्तावाचे विकासक यांचेवर बंधनकारक राहिल.

40) प्रस्तावासोबत सादर केलेल्या हमीपत्राचे पालन करणे विकासकावर बंधनकारक राहिल.

41) सदर जागेमध्ये माती भरणी किंवा खोदकाम करणेसाठी संबंधित महसूल प्राधिकरणाकडून परवानगी घेणे व त्याअनुषंगीक आवश्यक शुल्काचा भरणा करणे बंधनकारक राहिल.

42) सदर जागेबाबत अविष्यात शासन / केंद्रशासन यांचे काही निर्देश / आदेश प्राप्त झाल्यास त्याप्रमाणे आवश्यक असणा-या परवानग्या / नाहरकत दाखले प्राप्त करून घेणेची जबाबदारी विकासकाची राहिल.

43) मोकळ्या जागेच्या कराचा भरणा प्रत्येक वर्षाच्या आर्थिक वर्षामध्ये भोगवटा दाखला प्राप्त दिनांकापर्यंत भरणा करणे आपणावर बंधनकारक राहिल. कराचा भरणा न केल्यास आपणावर पुढील कायदेशीर कार्यवाही करण्यात येईल.

44) एकत्रिकृत विकास नियंत्रण व प्रोत्साहन नियमावली (UDCPR) मधील विनियम क्र.2.2.14(B) Option-2 अन्वये प्रिमियम शुल्कामध्ये सवलत घेतल्याने सादर केलेल्या पत्रानुसार एकूण प्रिमियम शुल्क रु.3,65,82,295/- चा भरणा दि.07/08/2023 रोजी मनपा व शासनाकडे केलेला असून उर्वरित प्रिमियम शुल्क (रु.19,28,97,012/-) (मि.भा.म.न.पा.करीता) हे दि.02/08/2023 रोजीच्या पत्रानुसार सुलभ हफत्यामध्ये भरणा करणे विकासक व सल्लागार अभियंता यांचेवर बंधनकारक राहिल.

45) भोगवटा दाखल्यापूर्वी शासन अधिसूचना क्र. टिपीएस-1218/2710/प्र.क्र.117/18, नवि-12, दि.06/10/2018 प्रमाणे सदर जागेमध्ये आवश्यक क्षमतेचा सांडपाणी प्रक्रिया व पुर्नवापरासाठीचा प्रकल्प उभारून कार्यान्वीत करणे बंधनकारक राहिल.

46) मॉजे पेणकरपाडा, स.क्र.74(230) मधील विद्यमान बंदस्थितीतील R.C.C. बांधकाम पुढील 6



## मिरा भाईंदर महानगरपालिका

नगररचना विभाग

स्वामी विवेकानंद भवन आरबीके स्कूलच्या बाजूला कनाकिया, मिरारोड (पु.)

जि. ठाणे - 401 107. दूरध्वनी : 022-28121455, \* E-mail Id : tp@mbmc.gov.in



लोकसेवा इन्क कायदा  
Right to Public Service Act  
आपली सेवा आमचे कर्तव्य

जा.क्र :- मनपा/नर/ 94E9 / 2023 - 2028

दिनांक :- 98/5/2023

महिन्यात तोडून त्याबाबतचा अहवाल महानगरपालिकेकडे सादर करणे सल्लागार अभियंता व विकासक यांचेवर बंधनकारक राहिल.

- 47) विद्यमान गृहसंकुलातील विद्यमान सदनिकाधारक / सोसायटीधारक यांची तक्रार प्राप्त झाल्यास त्याचे निराकरण करणेची जबाबदारी विकासकाची राहिल.
- 48) MMRDA प्राधिकरणाकडील दि.13/04/2023 रोजीच्या पत्रानुसार किंवा इतर शासन आदेशानुसार 100% अतिरिक्त विकास आकाराचा भरणा करणे विकासकावर बंधनकारक राहिल.
- 49) प्रस्तावित जागेतील बांधकाम सुरु केल्यापासून ते बांधकाम पूर्ण होईपर्यंतच्या कालावधीमध्ये सुरक्षीततेच्या दृष्टीने बांधकाम क्षेत्र तळापासून ते बांधकामाच्या उंचीपर्यंत ग्रीन नेट (Green Net) ने झाकणे अत्यावश्यक व बंधनकारक आहे, यामध्ये काही कसूर झाल्यास संबंधित विकासक/ वास्तुविशारद/सल्लागार अभियंता यांचेवर नियमानुसार कारवाई करण्यात येईल.
- 50) प्रस्तावित इमारतीसाठी सार्वजनिक बांधकाम विभागाने निश्चित केलेल्या बॅचमार्क क्र.40(TBM) RL-3.582 मी., शहिद मे. कौस्तुभ राणे, जॉर्जस पार्क, पुनम सागर कॉम्प्लेक्स, मिरारोड (पूर्व) नुसार इमारतीची Plinth Level ठेवणे विकासक / वास्तुविशारद / सल्लागार अभियंता यांचेवर बंधनकारक राहिल.

जा.क्र. मनपा / नर / 94E9 / 2023 - 28 दि. 98/5/2023

(दिलीप घेवारे)

(मा. आयुक्त तथा प्रशासक सो., यांच्या मंजूरीने)

प्र. सहायक संचालक, नगररचना

मिरा भाईंदर महानगरपालिका

प्रत - माहितीस्त्व व पुढील कार्यवाहीस्त्व

- 1) विभाग प्रमुख, अतिक्रमण तथा अनाधिकृत बांधकाम निर्मूलन विभाग
- 2) कर निर्धारक व संकलक अधिकारी, कर विभाग
- 3) निवड नस्ती



**Annexure 'F'**

Certificate of Title and Encumbrance Certificate, both dated 10<sup>th</sup> July, 2020, Addendums thereto dated 2<sup>nd</sup> March, 2021 and 12<sup>th</sup> March, 2021 and the MAHARERA Legal Title Report dated 19<sup>th</sup> May, 2021, Addendum dated 4<sup>th</sup> February, 2022, and Addendum dated 25<sup>th</sup> August, 2022 and MAHARERA Legal Title Report dated 6<sup>th</sup> October, 2022 issued by INDIALAW LLP.



**TITLE SEARCH REPORT**

**AS ON 10<sup>th</sup> JULY 2020**

**SUBMITTED TO**

**M/S. EVERSMILE PROPERTIES PRIVATE LIMITED**

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Mumbai | Delhi | Chennai | Kolkata | Bengaluru | Hyderabad | Cochin | Ahmedabad | Navi Mumbai | Pune | UAE

Reg. & Head office - INDIALAW LLP, Apeejay Chambers, Ground flr, Wallace St, Fort, Mumbai - 400 001.  
LLPIN - AAC - 7831 | w - www.indialaw.in | e - mumbai@indialaw.in | t - 022-22197400

**1. INTRODUCTION:**


- 1.1 This title search / investigation has been issued by INDIALAW LLP pursuant to the instructions received from Eversmile Properties Private Limited (hereinafter referred as 'Eversmile'), a company, incorporated under the Companies Act, 1956 and having its registered office at 75-Old Block Factory, Sector-I, Srishti Housing Complex, Penkarpada, Mira Road, Thane, Maharashtra - 401104.
- 1.2 This title Certificate is issued in respect of the undeveloped and undivided Sector II-A Land which is part of the Larger Land (as described herein below). The said Sector II-A Land admeasuring 37,880.43 Sq. Mtrs. approx. is situated on part of Old Survey No. 233(New Survey No. 66), Old Survey No. 235(New Survey No. 68) and Old Survey No. 256 (New Survey No. 69)(hereinafter referred as the said '**Developable Land**').
- 1.3 All those parts and parcels of undivided land bearing Old Survey No. 233 (New Survey No. 66) admeasuring 34,320 Sq. Mtrs., Old Survey No. 235 (New Survey No. 68) admeasuring 34,930 Sq. Mtrs. and Old Survey No. 256 (New Survey No. 69) admeasuring 2430 Sq. Mtrs., totally admeasuring 71,680 Sq. Mtrs. or thereabouts, all lying, being and situated at Village Penkarpada (previously known as Mira), Taluka and District of Thane; shall be hereinafter referred to as the said '**Larger Land**'. The said Larger Land in turn forms a part of Entire Land, as defined below.
- 1.4 All those parts and parcels of land bearing Old Survey Nos. 75/2, 207, 217, 218, 219, 220, 228, 229, 230, 231, 232, 233, 234, 235, 236, 238, 239, 240/2, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 255, 256, 257 and 258 and corresponding New Survey No. 19/2, 39, 49, 50, 51, 52, 60, 61, 62, 63, 65, 66, 67, 68, 71, 74, 76, 64/2, 12, 11, 9, 77, 7, 8, 10, 13, 14, 16, 15, 78, 69 70 and 75 respectively totally admeasuring approx. 8,56,727.00 Sq. Mtrs. i.e. about 211

Acres or thereabouts, lying, being and situated at Village Penkarpada (previously known as Mira), Taluka and District of Thane shall be hereinafter referred to as the said '**Entire Land**'.

- 1.5 We have been informed that the Entire Land is divided into seven sectors for the purpose of phase wise development including Sector II-A i.e the Developable Land.

**2. DOCUMENTS REVIEWED:**

- 2.1 We have reviewed following documents; ("Due Diligence Information"):
- i. Mutation Entry No. 903 dated 15<sup>th</sup> November 1965, Mutation Entry No. 960 dated 4<sup>th</sup> January 1969, and Mutation Entry No. 185 dated 30<sup>th</sup> January 2017.
  - ii. Articles of Agreement dated 22<sup>nd</sup> January, 1980 executed by and between (1) Shrinath Sunderrao Navalkar (since deceased), (2) Atulchandra Shrinath Navalkar, (3) Smitchandra Shrinath Navalkar, (4) Smt. Swati Saiprasad Pradhan & (5) Saihas Saiprasad Pradhan and Eversmile.
  - iii. Supplemental Agreement dated 13<sup>th</sup> May, 1980 executed by and between (1) Shrinath Sunderrao Navalkar (since deceased), (2) Atulchandra Shrinath Navalkar, (3) Smitchandra Shrinath Navalkar, (4) Smt. Swati Saiprasad Pradhan and (5) Saihas Saiprasad Pradhan and Eversmile.
  - iv. Articles of Further Supplemental Agreement dated 6<sup>th</sup> February 1984 executed between (1) Smt. Swati Saiprasad Pradhan, (2) Saihas Saiprasad Pradhan (3) Atulchandra Shrinath Navalkar, (4) Smitchandra Shrinath Navalkar, and (5) Sneha Shrinath NavalkarWd/o. Shrinath Navalkar and Eversmile.
  - v. Declaration under Section 21 (1) of the Urban Land (Ceiling and Regulation) Act, 1976 bearing Case No. ULC/TA/F-63/SR-144 dated 11<sup>th</sup> April, 1984 issued by The Collector and Competent Authority No.3, Urban Agglomeration, Thane in favor of Sneha Shrinath Navalkar.

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- vi. Declaration under Section 21 (1) of the Urban Land (Ceiling and Regulation) Act, 1976 bearing Case No. ULC/TA/F-62/SR-142 dated 16<sup>th</sup> April, 1984 issued by The Collector and Competent Authority No.3, Urban Agglomeration, Thane in favor of Swati Saiprasad Pradhan.
  - vii. Articles of Agreement dated 30<sup>th</sup> March 1988 was executed by and between 1) Smt. Swati Saiprasad Pradhan, (2) Saihas Saiprasad Pradhan (3) Atulchandra Shrinath Navalkar (3A) Smt. Akhila Atulchandra Navalkar, (3B) Aniket Atulchandra Navalkar, (4) Smitchandra Shrinath Navalkar (4A) Smt. Swarangi Smitchandra Navalkar and (5) Sneha Shrinath Navalkar and Eversmile.
  - viii. Supplemental Agreement dated 2<sup>nd</sup> September 1993 executed by and between 1) Smt. Swati Saiprasad Pradhan, (2) Saihas Saiprasad Pradhan (3) Atulchandra Shrinath Navalkar (3A) Smt. Akhila Atulchandra Navalkar, (3B) Aniket Atulchandra Navalkar, (4) Smitchandra Shrinath Navalkar (4A) Smt. Swarangi Smitchandra Navalkar and (5) Sneha Shrinath Navalkar and Eversmile.
  - ix. Power of Attorney dated 2<sup>nd</sup> September 1993 executed between 1) Smt. Swati Saiprasad Pradhan, (2) Saihas Saiprasad Pradhan (3) Atulchandra Shrinath Navalkar (3A) Smt. Akhila Atulchandra Navalkar, (3B) Aniket Atulchandra Navalkar, (4) Smitchandra Shrinath Navalkar (4A) Smt. Swarangi Smitchandra Navalkar and (5) Sneha Shrinath Navalkar and Eversmile & its Directors.
  - x. Corrigendum Order bearing Ref. No. ULC/TA/F-62/SR-142,143&144 dated 10<sup>th</sup> August 1994 issued by the Addl. Collector & Competent Authority, Thane Urban Land Ceiling in favor of Swati Saihas Pradhan, Saihas Pradhan and Sneha Shrinath Navalkar.
  - xi. Development Agreement dated 18<sup>th</sup> October 2007 executed between Eversmile and Azure Tree Townships Pvt. Ltd. with respect to a portion admeasuring 30,880 Sq. Mtrs. forming a part of Old Survey No. 231, 232, 233, 234 & 240.

- xii. Consent Decree dated 27<sup>th</sup> August 2008 passed by the Second Jt. Civil Judge, S.D. Thane in Special C.S. No. 289/1997 filed by Eversmile against Saihas Saiprasad Pradhan & Others for specific performance of the aforesaid Agreements, which is duly registered by Eversmile under the Affidavit Cum Declaration dated 12<sup>th</sup> August 2015 before the Sub-Registrar, Thane under Sr. No. 11854/2015.
- xiii. Letters bearing Ref. No. EI/279 & EI/280 both dated 25<sup>th</sup> February 2009 both issued by The Estate Investment Company Pvt. Ltd. to the Tahsildar, Thane.
- xiv. Notification dated 5<sup>th</sup> December 2018 issued by Urban Development Department of State of Maharashtra.
- xv. Judgment dated 17<sup>th</sup> March, 2020 passed by the Hon'ble High Court of Judicature at Bombay Civil Appellate Jurisdiction in Writ Petition No. 929 of 2008 filed by Sneha Shrinath Navalkar & Others Vs State Govt. of Maharashtra & Others.
- xvi. Online extracts of Village Form No. 7/12 dated 11<sup>th</sup> June 2020.
- xvii. Declaration cum Indemnity dated 10<sup>th</sup> July 2020 issued by Eversmile in favor of Indialaw LLP.

**3. TITLE HISTORY :**

- 3.1 Based upon perusal of the aforesaid documents , it appears to us as follows:
  - i. By and under an Indenture of Lease dated 9<sup>th</sup>February, 1905 executed between The Secretary of State for India in Council and Dinanath Harishchandra, The Secretary of State for India in Council demised unto Dinanath Harishchandra inter alia, all those parts and parcels of land bearing Survey Nos. 75, 190, 194 to 235 and 239 to 255 admeasuring approx. 433 Acres, all lying and situated at Village Mira in the Registration Sub-District of Thane, in the Salsette Taluka of the Thane Collectorate on lease for a period of Nine Hundred and Ninety Nine (999) years commencing from the 12<sup>th</sup>day of February, 1889 or thereabouts on such terms and

conditions as more particularly contained therein ("**the said Leasehold Lands of Dinanath**").

- ii. Subsequently by and under an Indenture of Lease dated 23<sup>rd</sup> January, 1915 executed by and between The Secretary of State for India in Council and Sunderrao Dinanath Navalkar, The Secretary of State for India in Council demised unto Sunderrao Dinanath Navalkar inter alia all those parts and parcels of land bearing Survey Nos. 236, 238, 256, 257 and 258, lying and situated at Village Mira, in the Registration Sub-District of Thane, in the Salsette Taluka of the Thane Collectorate on lease for a period of Nine Hundred and Ninety Nine (999) years commencing from the 12<sup>th</sup> day of February, 1889 ("**the said Leasehold Lands of Sunderrao**").
- iii. The said Dinanath Harischandra died intestate leaving behind him, his son Sunderao Dinanath Navalkar as his sole legal heir and representative, upon whom, the said Leasehold lands of Dinanath Harischandra devolved. Thus, Sunderao Dinanath Navalkar became entitled to the aforesaid portion of the Leasehold Lands of Dinanath along with his own Leasehold lands as mentioned in Para 3.1 (ii) hereinabove.
- iv. The said Sunderao Dinanath Navalkar died intestate on 13<sup>th</sup> October 1960 leaving behind him, his widow Shantabai Sunderrao Navalkar, his two sons Bolanath Sunderao Navalkar, Shrinath Sunderao Navalkar and his daughter Swati Saiprasad Pradhan as his legal heirs and representatives entitled to succeed his estate, as declared in the Letters of Administration dated 1<sup>st</sup> July 1963 in Application No. 664 of 1961 filed in the Hon'ble High Court of Bombay. The aforesaid has been reflected in the 7/12 Extract vide Mutation Entry No. 903 dated 15<sup>th</sup> November 1965.



- v. Pursuant to an Oral Partition amongst the family members, after the death of Smt. Shantabai Sunderao Navalkar, which is reflected in Mutation Entry No. 960 dated 4<sup>th</sup> January 1969 various family members of the said Dinanath Harischandra and Sunderao Dinanath Navalkar became entitled to such portion of lands as mentioned in Para 3.1 (i) to 3.1(iii) which came to their individual shares under the aforesaid Oral Partition. As per the said Mutation Entry No. 960, Old Survey No. 233 admeasuring 8 Acres 19 Gunthas and Old Survey No. 235 admeasuring 8 Acres 25 Gunthas came in the share of Swati Saiprasad Pradhan. Old Survey No. 256 admeasuring 24 Gunthas came in the share of Shrinath Sunderrao Navalkar.
- vi. On perusal of Articles of Agreement dated 22<sup>nd</sup> January, 1980, we understand that; said Dinanath Harishchandra and Sunderrao Dinanath Navalkar both died intestate and pursuant to the oral partitions that took place amongst their legal heirs, (1) Shrinath Sunderrao Navalkar, (2) Atulchandra Shrinath Navalkar, (3) Smitchandra Shrinath Navalkar, (4) Smt. Swati Saiprasad Pradhan and (5) Saihas Saiprasad Pradhan (hereinafter referred as '**Holder**s') became entitled to the leasehold rights and interest for the residue period of Nine Hundred and Ninety Nine (999) years commencing from the 12<sup>th</sup> day of February, 1889 in respect of the Entire Land.
- vii. By and under an Articles of Agreement dated 22<sup>nd</sup> January, 1980 (1) Shrinath Sunderrao Navalkar (since deceased), (2) Atulchandra Shrinath Navalkar, (3) Smitchandra Shrinath Navalkar, (4) Smt. Swati Saiprasad Pradhan and (5) Saihas Saiprasad Pradhan agreed to grant development rights in respect of the said Entire Land in favor of Eversmile, for the consideration and on the terms and conditions mentioned therein. Due to unavailability of

Schedule herein, we are relying on the Schedule of Articles of Further Supplemental Agreement dated 6<sup>th</sup> February 1984.

- viii. Subsequently, a Supplemental Agreement dated 13<sup>th</sup> May, 1980 was executed between the Holders and Eversmile, in order to record certain modifications in the Articles of Agreement dated 22<sup>nd</sup> January, 1980.
- ix. The said Shrinath Sunderrao Navalkar died intestate on or about 22<sup>nd</sup> October 1983 leaving behind him his widow Sneha Shrinath Navalkar and his two sons Atulchandra Shrinath Navalkar and Smitchandra Shrinath Navalkar as his legal heirs and representatives. A portion of the Entire Land devolved upon his Widow Sneha Shrinath Navalkar.
- x. By and under an Articles of Further Supplemental Agreement dated 6<sup>th</sup> February 1984, executed by and between (1) Smt. Swati Saiprasad Pradhan, (2) Saihas Saiprasad Pradhan (3) Atulchandra Shrinath Navalkar, (4) Smitchandra Shrinath Navalkar, and (5) Sneha Shrinath Navalkar Wd/o. Shrinath Sunderrao Navalkar and Eversmile, the Holders confirmed that they had agreed to grant development rights to Eversmile. Certain modifications were made in Articles of Agreement dated 22<sup>nd</sup> January, 1980 and Supplemental Agreement dated 13<sup>th</sup> May, 1980 under this Agreement.
- xi. As per Mutation Entry No. 960 and Schedule of said Articles of Further Supplemental Agreement dated 6<sup>th</sup> February 1984, Smt. Swati Saiprasad Pradhan became entitled to the leasehold rights of Old Survey No. 233 admeasuring approx. 34,320 Sq. Mtrs. and Old Survey No. 235 admeasuring approx. 34,930 Sq. Mtrs. and Shrinath Sunderrao Navalkar (since deceased) held Old Survey No. 256 admeasuring about 2430 Sq. Mtrs.

- xii. Declaration under Section 21 (1) of the Urban Land (Ceiling and Regulation) Act, 1976 bearing Case No. ULC/TA/F-63/SR-144 dated 11<sup>th</sup> April, 1984 was issued by The Collector and Competent Authority No.3, Urban Agglomeration, Thane permitting Sneha Shrinath Navalkar to hold vacant land in excess of the ceiling limit to an extent of 9193.14 Sq. Mtrs. out of total area of 1,50,547.16 Sq. Mtrs. bearing Survey No. 175, 187, 236, 238, 239, 244, 255, 256, 257 & 258, for construction of houses for the weaker section of the society, on the terms and conditions as more specifically mentioned therein.
- xiii. Declaration under Section 21 (1) of the Urban Land (Ceiling and Regulation) Act, 1976 bearing Case No. ULC/TA/F-62/SR-142 dated 16<sup>th</sup> April, 1984 was issued by The Collector and Competent Authority No.3, Urban Agglomeration, Thane permitting Swati Saiprasad Pradhan to hold vacant land in excess of the ceiling limit to an extent of 76,199.50 Sq. Mtrs. out of total area of 2,06,717.70 Sq. Mtrs. bearing Survey No. 231, 232, 233, 234, 235 & 240/2, for construction of houses for the weaker section of the society, for certain terms and conditions as more specifically mentioned therein.
- xiv. Further an Articles of Agreement dated 30<sup>th</sup> March 1988 was executed between 1) Smt. Swati Saiprasad Pradhan, (2) Saihas Saiprasad Pradhan (3) Atulchandra Shrinath Navalkar for self and as Karta & Manager of Atulchandra Shrinath Navalkar HUF comprising of his wife (3A) Smt. Akhila Atulchandra Navalkar, minor son (3B) Aniket Atulchandra Navalkar represented through his natural guardian Atulchandra, (4) Smitchandra Shrinath Navalkar for self and as Karta & Manager of Smitchandra Shrinath Navalkar HUF, comprising of his wife (4A) Smt. Swarangi Smitchandra Navalkar and (5) Sneha Shrinath Navalkar Wd/o. Shrinath Navalkar and Eversmile, thereby recording changes in the consideration amount and modifying other terms as specifically mentioned therein.

- xv. Thereafter, by virtue of a Supplemental Agreement dated 2<sup>nd</sup> September 1993 registered before the Sub-Registrar, Thane-2 under Sr. No. 310/1993, 1) Smt. Swati Saiprasad Pradhan, (2) Saihas Saiprasad Pradhan (3) Atulchandra Shrinath Navalkar(3A) Smt. Akhila Atulchandra Navalkar, (3B) Aniket Atulchandra Navalkar, (4) Smitchandra Shrinath Navalkar (4A) Smt. Swarangi Smitchandra Navalkar and (5) Sneha Shrinath Navalkar confirmed that they have received all the dues / consideration from Eversmile and that the possession of the Entire Land belonged to Eversmile.
- xvi. As per the Schedule of the above said Articles of Agreement dated 30<sup>th</sup> March 1988, and Supplemental Agreement dated 2<sup>nd</sup> September 1993, Old Survey No. 233 & 235 belonged to Swati Saiprasad Pradhan and Old Survey No. 256 belonged to Sneha Shrinath Navalkar.
- xvii. However, Mutation Entry No. 185 dated 30<sup>th</sup> January 2017 records Shrinath Sunderrao Navalkar's death on 20<sup>th</sup> October 1983 and mutates the New Survey No. 69 (Old Survey No. 256) and New Survey Nos. 70, 75, 77, 78 in the joint names of his two sons Atulchandra Shrinath Navalkar and Smitchandra Shrinath Navalkar. It appears that after the death of Sneha Shrinath Navalkar, the revenue records in respect of Survey No.256 were directly mutated in the name of her sons Atulchandra Shrinath Navalkar and Smitchandra Shrinath Navalkar.
- xviii. Subsequently, a Power of Attorney dated 2<sup>nd</sup> September 1993 has been executed by 1) Smt. Swati Saiprasad Pradhan, (2) Saihas Saiprasad Pradhan (3) Atulchandra Shrinath Navalkar (3A) Smt. Akhila Atulchandra Navalkar, (3B) Aniket Atulchandra Navalkar, (4) Smitchandra Shrinath Navalkar (4A) Smt. Swarangi Smitchandra Navalkar and (5) Sneha Shrinath Navalkar thereby appointing Eversmile and its four Directors 1) Shri. Mofatraj P.

Munot, 2) Shri. Krishna K. Goenka, 3) Shri. Shivkumar Dalmia and 4) Shri. Suresh Gandhi as their Constituted Attorney, for the acts and deeds as more particularly mentioned therein with respect to the said Entire Land.

- xix. Corrigendum Order bearing Ref. No. ULC/TA/F-62/SR-142,143&144 dated 10<sup>th</sup> August 1994 issued by the Addl. Collector & Competent Authority, Thane Urban Land Ceiling (“**Competent Authority**”) in favor of Smt. Swati Saihas Pradhan, Mr. Saihas Pradhan and Smt. Sneha Shrinath Navalkar, thereby amalgamating and modifying all the previous Declarations made under Sec 21(1) of the Urban Land (Ceiling and Regulation) Act (“**ULC Act**”). Therefore, the re-computation of the excess vacant land was done as follows:-

|                                 |                       |
|---------------------------------|-----------------------|
| Total holding                   | 5,77,063.71 sq. mtrs. |
| Area exempted from acquisition  | 2,29,571.72 sq. mtrs. |
| Land to be surrendered to MHADA | 93,222.20 sq. mtrs.   |
| Already surrendered to MHADA    | 53,574.25 sq. mtrs.   |
| Balance to be surrendered       | 39,647.95 sq. mtrs.   |

- xx. The total land to be surrendered to MHADA was 93,222.20 square metres out of which 53,574.25 sq. mtrs. of land had already been handed over to Government by Eversmile in the year 1985 and the balance land of 39,647.95 sq. mtrs remained in possession of Eversmile. Thereafter, the ULC Act was repealed vide the Urban land (Ceiling and Regulation) Repeal Act, 1999 which was adopted by the Maharashtra State Legislature on 29<sup>th</sup> November 2007 and came into force with effect from 6<sup>th</sup> December 2007. Section 21 of the ULC Act was not saved under the Repeal Act.

- xxi. By and under a Development Agreement dated 18th October 2007 registered before the Sub-Registrar, Thane under Sr. No. TNN-1/6063/2007, Eversmile has granted development rights to Azure Tree Townships Pvt. Ltd. with respect to a portion admeasuring 30,880 Sq. Mtrs. forming a part of Old Survey No. 231, 232, 233, 234 & 240, for the consideration and on the terms & conditions mentioned therein.
- xxii. Declaration cum Indemnity dated 10<sup>th</sup> July 2020 is issued by Eversmile in favor of Indialaw LLP, thereby confirming that the portion of land falling in Old Survey No. 233 under the above mentioned Development Agreement is not the same portion of land in Survey No.233 comprising the Developable Land.
- xxiii. On 5<sup>th</sup> February 2008, a notice was issued by the Competent Authority to Swati Saihas Pradhan, Saihas Pradhan and Sneha Shrinath Navalkar to hand over 39,647.95 sq. mtrs. of land in Old Survey No. 231, 232, 233, 235 & 240/2 to MHADA. Eversmile along with Sneha Shrinath Navalkar & Saihas Pradhan challenged the said Notice dated 5<sup>th</sup> February 2008 which was issued despite the Repeal Act, by filing Civil Writ Petition No. 929 of 2008 against the Competent Authority &Others before the Hon'ble Bombay High Court. Vide Judgment dated 17<sup>th</sup> March, 2020 the Hon'ble Bombay High Court allowed the Petition thereby quashing and setting aside the impugned Notice dated 5<sup>th</sup> February, 2008. The Judgment further holds that Section 21 of the Urban Land (Ceiling and Regulation) Act, 1976 is not saved under the Urban Land (Ceiling and Regulation) Repeal Act, 1999 and hence the Petitioners are not required to handover the land admeasuring 39,647.95 sq. mtrs. to the Government.

xxiv. By and under a Decree dated 27<sup>th</sup> August 2008 passed by the Hon'ble Court, S.D. Thane in Special Civil Suit No. 289/1997 filed by Eversmile, against SaihasSaiprasad Pradhan & Ors for specific performance of the aforesaid Agreements, the Court declared that the Agreements dated 22<sup>nd</sup> January 1980, 13<sup>th</sup> May 1980, 6<sup>th</sup> February 1984, 30<sup>th</sup> March 1988 and 2<sup>nd</sup> September 1993 were binding upon the defendants. The Consent Decree dated 27<sup>th</sup> August 2008 was duly adjudicated by Collector of Stamps Thane on 7<sup>th</sup> May 2015 and thereafter the consent Decree was registered by Eversmile under the Affidavit Cum Declaration dated 12<sup>th</sup> August 2015, with the Joint Sub-Registrar of Assurances Thane-10 under Serial No. 11854 of 2015.

xxv. Vide Notification dated 5<sup>th</sup> December 2018 issued by Urban Development Department of State of Maharashtra inter alia holding that considering the Order dated 11<sup>th</sup> March 2015 passed in Writ Petition No. 1178 of 2014 except for the land/tenements acquired by the Government, the excess land exempted under Section 21 have gone out of the purview of the ULC Repeal Act. The said Notification also states that to develop/redevelop such lands, NOC of the Competent Authority is not required. In order to develop such land, the concerned Planning Authority should take further steps after considering the provisions of the Development Control Regulations.

**4. REVENUE RECORDS:**

- i. The online extracts of Village Form No. 7/12 dated 11<sup>th</sup> June 2020 record Swati Saiprasad Pradhan to be the Occupant Class-I of Old Survey No. 233 (New Survey No. 66) admeasuring 34,320 Sq. Mtrs. and Old Survey No. 235 (New Survey No. 68) admeasuring 34,930 Sq. Mtrs. Name of Eversmile has been recorded as Developer in the other rights column.

- ii. The online extracts of Village Form No. 7/12 dated 11<sup>th</sup> June 2020 record Atulchandra Navalkar and Smitchandra Navalkar both sons of Late Shrinath Sunderrao Navalkar to be the Occupant Class-I of Old Survey No. 256 (New Survey No. 69) admeasuring 2430 Sq. Mtrs. Name of Eversmile has been recorded as Developer in the other rights column. However, as per the agreements as mentioned hereinabove and declarations, Corrigendum Order dated 10<sup>th</sup> August 1994 issued by the Competent Authority under ULC Act, the said Old Survey No. 256 (New Survey No. 69) was issued in the name of Sneha Shrinath Navalkar, after the death of Shrinath Navalkar.
- iii. We have been informed by Client that Sneha Navalkar has expired. Moreover, as per the Family Tree provided to us, it appears that Swati Saihas Pradhan also died on 16<sup>th</sup> October 1999. It is also observed that the revenue records pertaining to Old Survey No. 233 (New Survey No. 66) and Old Survey No. 235 (New Survey No. 69) are yet to be updated after the death of Swati Pradhan, since the latest online extracts of Form 7/12 still records her name as Occupant.
- iv. Eversmile vide Declaration cum Indemnity dated 10<sup>th</sup> July 2020 has confirmed and indemnified Indialaw LLP that the records of death of Sneha Navalkar and Swati Pradhan are unavailable, however the same does not hamper or restrict their rights over the said Developable Land. Further, Eversmile has confirmed that the aforesaid updation of the records, has no bearing on their title and they hold valid development rights in respect of the said Developable Land and their name has been recorded in other rights column of extracts of Village Form 7/12.



**5. LITIGATION:**

We have been informed by Eversmile that, there is no litigation with respect to Old Survey Nos. 235 and 256 of the Larger Land, whereas following litigations are observed with respect to Survey No. 233 of the Larger Land.

**i. Regular Criminal Case No. 651 of 2009**

State of Maharashtra Vs. 1) Kishorebhai Mohanlalji Rathod, 2) Dilip Mohanlalji Rathod, 3) Jayprakash Mohanlalji Rathod, 4) Vijayraj Mohanlalji Rathod & 5) Bharat Mohanlalji Rathod.

The aforesaid private Criminal Complaint has been filed against Kishorebhai Mohanlalji Rathod & Others for the offences of criminal trespass and forgery, as more particularly mentioned therein. The charges have been framed against the Accused and the matter is pending before the Addl. Chief Magistrate Thane.

**6. SRO SEARCH:**

We have conducted search at the Office of Sub Registrar, Thane 1 to 12 vide Search Receipt dated 15<sup>th</sup> June, 2020 bearing GRN No. MH001242036202021E, MH001242552202021E, MH0012428252021E for the period from 2017 till 2020 (3 Years) and did not observe any encumbrances or adverse entries, registered with these offices for the said period, with respect to the Developable Land.

**7. ROC SEARCH:**

We have conducted search at the website of Ministry of Corporate Affairs, vide Search Receipt No. U66511809 dated 10th June 2020 and did not observe any active charges registered in the name of Eversmile with respect to the said Developable Land.

8. **OPINION:**

Based on the perusal of documents made available and subject to what is stated hereinabove, we are of the view that Eversmile Properties Pvt. Ltd. holds clear, marketable and valid development rights and interests in respect to the above referred Developable Land.

Yours Truly,



Sneha Dubey,  
Associate Partner  
INDIALAW LLP



## ENCUMBRANCE CERTIFICATE

Date: 10<sup>th</sup> July, 2020

**Eversmile Properties Private Limited**  
101, Kalpataru Synergy,  
Opp. Grand Hyatt,  
Santacruz (E),  
Mumbai – 400055.

**Re:** Encumbrance Certificate in respect of the undeveloped and undivided Sector II-A land admeasuring 37, 880.43 sq. mtrs. approximately situated on part of Old Survey No. 233 (New Survey No. 66), Old Survey No. 235 (New Survey No. 68) and Old Survey No. 256 (New Survey No. 69), lying being and situated at Village Penkarpada (Previously known as Mira), Taluka and District Thane ("Land").

**Developer:** Eversmile Properties Private Limited ("Developer").

We refer to the Title Search Report dated 10<sup>th</sup> July, 2020 issued by us and subject to what is stated therein, and based on the information/documents provided to us, we certify that:

We have caused title search at the concerned offices at the Sub-Registrar of Assurances, Registrar of Companies etc. besides perused and verified several documents provided to us in respect of the said Land.

With respect to the right, title and interest of the said Developer to the said Land, the position is set forth in the aforestated Title Search Report dated 10<sup>th</sup> July, 2020. Further, we have not

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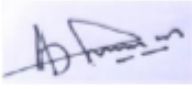
Reg. & Head office - INDIALAW LLP, Apeejay Chambers, Ground flr, Wallace St, Fort, Mumbai - 400 001.

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observed any encumbrances, including pending dues, mortgages or charges registered in respect of the said Land, nor have we observed any pending litigations apart from those mentioned in the aforesaid Title Search Report dated 10<sup>th</sup> July, 2020 thereto.

This Encumbrance Certificate is issued in pursuance of the Title Search Report dated 10<sup>th</sup> July, 2020 and shall be read and construed in accordance with the same.

Yours truly



Shiju P.V.

Senior Partner

**INDIALAW LLP**

Date: 10<sup>th</sup> July, 2020

Place: Mumbai

OK



INDIALAW

**ADDENDUM**

**AS ON 2<sup>ND</sup> MARCH 2021**

**TO TITLE CERTIFICATE DATED 10<sup>TH</sup> JULY 2020**

**AND**

**ENCUMBRANCE CERTIFICATE DATED 10<sup>TH</sup> JULY 2020**

**SUBMITTED TO**

**EVERSMILE PROPERTIES PRIVATE LIMITED**

This Addendum has been issued by INDIALAW LLP, pursuant to the instructions received from Eversmile Properties Private Limited ("Eversmile"), to the Title Certificate dated 10<sup>th</sup> July, 2020 ("Original Title") and Encumbrance Certificate dated 10<sup>th</sup> July, 2020 issued by us in respect of the undeveloped and undivided Sector II-A land approximately admeasuring 37,880.43 sq. mtrs. situated on part of Old Survey No. 233 (New Survey No. 66), Old Survey No. 235 (New Survey No. 68) and Old Survey No. 256 (New Survey No. 69), lying being and situated at Village Penkarpada (Previously known as Mira), Taluka and District Thane ("Land").

As stated in the said Original Title, Notice dated 5<sup>th</sup> February, 2008 ("Notice") was issued by the Competent Authority to Swati Saiprasad Pradhan, Saihas Pradhan and Sneha Shrinath Pradhan to handover 39,647.95 sq. mtrs. of land in Old Survey No. 231, 232, 233, 235 and 240/2 to Maharashtra Housing and Area Development Authority ("MHADA").

Eversmile along with Sneha Shrinath Navalkar and Saihas Pradhan (for self and as only legal heir of Late Smt. Swati Saiprasad Pradhan) filed Writ Petition No. 929 of 2008 before the Hon'ble

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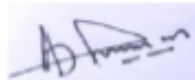
Bombay High Court against the Additional Collector and the Competent Authority, Thane & Ors. challenging the said Notice.

In pursuance of the aforestated Writ Petition, Judgement dated 17<sup>th</sup> March, 2020 was passed by the Hon'ble High Court of Bombay allowing the petition and quashing and setting aside the impugned notice dated 5<sup>th</sup> February, 2008. The Judgement holds that, Section 21 of the Urban Land (Ceiling and Regulation) Act, 1976 is not saved under the Urban Land (Ceiling and Regulation) Repeal Act, 1999 and hence the petitioners are not required to handover the land admeasuring 39,647.95 sq. mtrs. to Government as it does not vest with the State Government.

Thereafter, Special Leave Petition (Civil) No. 9492 of 2020 was filed before the Hon'ble Supreme Court of India Civil Appellate Jurisdiction by MHADA against Sneha Navalkar & Ors. to grant special leave to appeal against Order dated 17<sup>th</sup> March, 2020 passed by the Hon'ble High Court of Bombay in Writ Petition No. 929 of 2008. In pursuance of the same, Order dated 8<sup>th</sup> February, 2021 was passed by the Hon'ble Supreme Court of India dismissing the Special Leave Petition (Civil) No. 9492 of 2020 without inclining to interfere in the Judgment dated 17<sup>th</sup> March 2020 passed by the Hon'ble Bombay High Court.

This Addendum is issued in pursuance of the said Original Title and Encumbrance Certificate both dated 10<sup>th</sup> July, 2020 and shall be read and construed in accordance with the same, for all times and purposes.

Yours truly



Shiju P.V.

Senior Partner

INDIALAW LLP

Date: 2<sup>nd</sup> March, 2021

Place: Mumbai



**ADDENDUM**  
**AS ON 12<sup>TH</sup> MARCH 2021**  
**TO TITLE CERTIFICATE DATED 10<sup>TH</sup> JULY 2020**  
**AND**  
**ENCUMBRANCE CERTIFICATE DATED 10<sup>TH</sup> JULY 2020**  
**SUBMITTED TO**  
**EVERSMILE PROPERTIES PRIVATE LIMITED**

This Addendum has been issued by INDIALAW LLP, pursuant to the instructions received from Eversmile Properties Private Limited (“Eversmile”), to the Title Certificate dated 10<sup>th</sup> July, 2020 (“Original Title”) and Encumbrance Certificate dated 10<sup>th</sup> July, 2020 issued by us in respect of the undeveloped and undivided Sector II-A land approximately admeasuring 37, 880.43 sq. mtrs. situated on part of Old Survey No. 233 (New Survey No. 66), Old Survey No. 235 (New Survey No. 68) and Old Survey No. 256 (New Survey No. 69), lying being and situated at Village Penkarpada (previously known as Mira), Taluka and District Thane (“Land”).

This Addendum is issued to clarify and amend few points more specifically stated herein below:

As stated in the Original Title, we have conducted search at the Office of the concerned Sub-Registrar of Assurances in respect of the said Land for the period from 2017 to 2020; however, we have also conducted search for the earlier period pertaining to the said Land and the details of the same are as follows:

We have issued Title Search Report dated 17<sup>th</sup> November, 2017 and as stated therein, we have conducted search *inter alia* in respect of Old Survey No. 235 (New Survey No. 68) and Old

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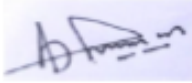
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Survey No. 256 (New Survey No. 69) out of the said Land for the period of 30 years i.e. from 1988 to 2017.

Further, we have also issued Title Search Report dated 21<sup>st</sup> June, 2019 and as stated therein, we have conducted search *inter alia* in respect of Old Survey No. 233 (New Survey No. 66) out of the said Land for the period of 30 years i.e. from 1990 to 2019.

This Addendum is issued in pursuance of the said Original Title and Encumbrance Certificate both dated 10<sup>th</sup> July, 2020 and shall be read and construed in accordance with the same, for all times and purposes, along with the Title Search Report dated 17<sup>th</sup> November, 2017 and Title Search Report dated 21<sup>st</sup> June, 2019.

Yours truly



Shiju P.V.  
Senior Partner  
**INDIALAW LLP**  
Date: 12<sup>th</sup> March, 2021  
Place: Mumbai







Tel No.: +918369995919  
Email: - contact@indialaw.in

To  
MahaRERA  
Housefin Bhavan,  
Plot No. C-21, E-Block,  
Bandra Kurla Complex,  
Bandra (E), Mumbai 400051.

#### LEGAL TITLE REPORT

**Subject:** Title clearance certificate with respect to Sector II-A land approximately admeasuring 37,880.43 sq. mtrs. situated on part of Old Survey No. 233 (New Survey No. 66), Old Survey No. 235 (New Survey No. 68) and Old Survey No. 256 (New Survey No. 69), lying being and situated at Village Penkarpada (Previously known as Mira), Taluka and District Thane ("Land").

We have investigated the title of the said Land on the request of Eversmile Properties Private Limited and following documents i.e.: -

- 1) Description of the property. *{As mentioned in the Title Search Report dated 10<sup>th</sup> July 2020}*
- 2) The documents of allotment of plot *{As mentioned in the Title Search Report dated 10<sup>th</sup> July 2020}*

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- 3) Online 7/12 extract dated 11<sup>th</sup> June 2020 and Mutation Entry Nos. 903, 960 and 185.
- 4) Search report for 30 years from 1990 till 2020.

2/- On perusal of the documents and all other relevant documents relating to title of the said Land, as mentioned in the Title Search Report dated 10<sup>th</sup> July 2020 read with Encumbrances Certificate dated 10<sup>th</sup> July 2020 along with Addendum dated 2<sup>nd</sup> March 2021 and 12<sup>th</sup> March 2021, we are of the opinion that, Eversmile Properties Private Limited holds clear, marketable and valid Development rights and interest in respect of the said Land free from encumbrances.

#### Owners of the land

- i. **Survey No. 233** :- *Smt. Swati Pradhan is the exclusive holder of the said Land. The entire development rights of the said land are granted exclusively in favour of Eversmile Properties Private Limited.*
- ii. **Survey No. 235** :- *Smt. Swati Pradhan is the exclusive holder of the said Land. The entire development rights of the said land are granted exclusively in favour of Eversmile Properties Private Limited.*
- iii. **Survey No. 256** :- *Mr. Atulchandra Shrinath Navalkar and Mr. Smitchandra Shrinath Navalkar are the holders of the said land. The entire development rights of the said land are granted exclusively in favour of Eversmile Properties Private Ltd*

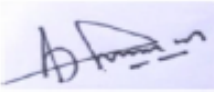
*Note: The Promoter herein has neither any amount outstanding, nor payable in future, by way of revenue sharing and/or area sharing in respect of the development of the above land as the full and final consideration for the same, has already been paid.*

3) Qualifying comments/ remarks if any – NA.

4) The report reflecting the flow of the title of the promoter on the said Land is enclosed herewith as annexure.

Encl: Annexure

Yours truly



Shiju P.V.

Senior Partner

**INDIALAW LLP**

Date: 19<sup>th</sup> May, 2021

Place: Mumbai.

DR



**INDIALAW**

**ADDENDUM - III**

**AS ON 4<sup>TH</sup> FEBRUARY, 2022**

**TO**

**TITLE CERTIFICATE DATED 10<sup>TH</sup> JULY, 2020**

**AND**

**ENCUMBRANCE CERTIFICATE DATED 10<sup>TH</sup> JULY 2020**

**AND**

**ADDENDUM DATED 2<sup>ND</sup> MARCH, 2021**

**AND**

**ADDENDUM DATED 12<sup>TH</sup> MARCH, 2021**

**AND**

**LEGAL TITLE REPORT DATED 19<sup>TH</sup> MAY, 2021**

**SUBMITTED TO**

**EVERSMILE PROPERTIES PRIVATE LIMITED**

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This Addendum - III has been issued by INDIALAW LLP, pursuant to the instructions received from Eversmile Properties Private Limited (“Eversmile”), to the Title Certificate dated 10<sup>th</sup> July, 2020 (“Original Title”), Encumbrance Certificate dated 10<sup>th</sup> July, 2020 (“Encumbrance Certificate”), Addendum dated 2<sup>nd</sup> March, 2021 (“Addendum - I”), Addendum dated 12<sup>th</sup> March, 2021 (“Addendum - II”) and Legal Title Report dated 19<sup>th</sup> May, 2021 submitted to MahaRERA (“Legal Title Report”) (hereinafter collectively referred to as “Title Reports”) in respect of undeveloped and undivided Sector II-A land approximately admeasuring 37,880.43 Sq. Mtrs. situated on part of Old Survey No. 233 (New Survey No. 66), Old Survey No. 235 (New Survey No. 68) and Old Survey No. 256 (New Survey No. 69), lying being and situated at Village Penkarpada (Previously known as Mira), Taluka and District Thane (“Land”).

This Addendum - III is issued to update the Litigation mentioned in Point 5 of the Original Title in respect the Land, as informed by Eversmile.

Over and above the Litigation mentioned in the Original Title, by this Addendum - III, it is recorded that there is one more litigation as under:-

i. **Appeal No. RTS No. 2721/644/P.K.279/J-4**

The said Appeal is filed by Mr. Sambhaji Shivaji Sankpal (Chairman of Shreyas Infrastructure and Builders Pvt. Ltd.) as a Power of Attorney Holder of Dilip Rathod and 7 Ors (Appellants) against Eversmile and Ors., before Revenue Minister of State of Maharashtra under section 248 of MLRC Act, challenging the Order dated 31<sup>st</sup> March, 2009 passed by Add. Commissioner, Konkan Division (“said Order”). Eversmile has filed Maintainability



Application for dismissing the said Appeal, on the grounds of Res judicata, as the Appellants had already challenged the said Order before Hon'ble Revenue Minister, State of Maharashtra in 2010, which was rejected vide Order dated 12<sup>th</sup> April, 2016 and hence not maintainable. The Order dated 12<sup>th</sup> April, 2016 is not challenged in the Hon'ble High Court of Bombay till date and hence attained finality. There are no adverse orders passed in this matter against Eversmile.

In view of whatever is stated hereinabove and in the Title Reports referred to herein, we are of the opinion that Eversmile has a valid right title and interest as the Developer in respect of the said Land.

This Addendum – III is issued in pursuance of the Title Reports and shall be read and construed in accordance with the same, for all times and purposes.

Yours truly

Shyam B. Mohite  
Associate Partner

**INDIALAW LLP**

Date: 4<sup>th</sup> February, 2022

Place: Mumbai



INDIALAW

ADDENDUM - IV

AS ON 25<sup>th</sup> AUGUST 2022

TO

TITLE CERTIFICATE DATED 10<sup>th</sup> JULY 2020

AND

ENCUMBRANCE CERTIFICATE DATED 10<sup>th</sup> JULY 2020

AND

ADDENDUM DATED 2<sup>nd</sup> MARCH 2021

AND

ADDENDUM DATED 12<sup>th</sup> MARCH 2021

AND

LEGAL TITLE REPORT DATED 19<sup>th</sup> MAY 2021

AND

ADDENDUM DATED 4<sup>th</sup> FEBRUARY 2022

SUBMITTED TO

Mumbai | Delhi | Chennai | Kolkata | Bengaluru | Hyderabad | Cochin | Ahmedabad | Pune | UAE

Reg. & Head office- INDIALAW LLP, Apeejay Chambers, Ground flr, Wallace St, Fort, Mumbai - 400 001.

LLPIN - AAC - 7831 | w - www.indialaw.in | e - mumbai@indialaw.in | t - 022-22197400



- I. This Addendum - III has been issued by INDIALAW LLP, pursuant to the instructions received from Eversmile Properties Private Limited ("**Eversmile**"), to the Title Certificate dated 10<sup>th</sup> July 2020 ("**Title Certificate**"), Encumbrance Certificate dated 10<sup>th</sup> July 2020 ("**Encumbrance Certificate**"), Addendum dated 2<sup>nd</sup> March 2021 ("**Addendum - I**"), Addendum dated 12<sup>th</sup> March 2021 ("**Addendum - II**"), Legal Title Report dated 19<sup>th</sup> May 2021, submitted to MahaRERA ("**Legal Title Report**") and Addendum dated 4<sup>th</sup> February 2022 ("**Addendum - III**") (hereinafter collectively referred to as "**Reports**") in respect of Sector II-A land approximately admeasuring 37,880.43 Sq. Mtrs. situated on part of Old Survey No. 233 (New Survey No. 66), Old Survey No. 235 (New Survey No. 68) and Old Survey No. 256 (New Survey No. 69), lying being and situated at Village Penkarpada (Previously known as Mira), Taluka and District Thane ("**Land**") out of the Land bearing Old Survey Nos. 75/2, 207, 217, 218, 219, 220, 228, 229, 230, 231, 232, 233, 234, 235, 236, 238, 239, 240/2, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 255, 256, 257 and 258 and corresponding New Survey No. 19/2, 39, 49, 50, 51, 52, 60, 61, 62, 63, 65, 66, 67, 68, 71, 74, 76, 64/2, 12, 11, 9, 77, 7, 8, 10, 13, 14, 16, 15, 78, 69, 70 and 75 respectively totally admeasuring approx. 8,56,727.00 Sq. Mtrs. i.e. about 211 Acres or thereabouts, lying, being and situated at Village Penkarpada (previously known as Mira), Taluka and District of Thane ("**Entire Land**").
- II. The Original Title has been issued in furtherance to and relying on the Title Certificate dated 10<sup>th</sup> July 2020 issued by us, as recorded therein, after conducting searches through search clerk in the relevant Sub-Registries for the period from 2017 to 2020 i.e. for period of around 3 years. Further, for issuance of Addendum -I dated 2<sup>nd</sup> March 2021, we have not conducted searches in the relevant Sub-Registries, as informed by Eversmile. Thereafter, for issuance of Addendum - II dated 12<sup>th</sup> March 2021 we have not conducted searches in the relevant Sub-Registries, as informed by Eversmile. And for issuance of this Addendum - III we have conducted searches in the relevant Sub-Registries for





period from 1992 to 2022 i.e., 30 years and thus more than 30 years searches have been conducted for title investigation of the said Entire Land.

III. In Point No. 3(vii), (x), (xiv) and (xv), of the Original Title, we have recorded the below mentioned deeds that were executed in the favor of Eversmile in respect of the said Entire, which inter alia includes the said Land:

- a) By and under an Articles of Agreement dated 22<sup>nd</sup> January 1980 (1) ShrinathSunderraoNavalkar (since deceased), (2) AtulchandraShrinathNavalkar, (3) SmitchandraShrinathNavalkar, (4) Smt. Swati Saiprasad Pradhan and (5) SaihasSaiprasad Pradhan agreed to grant development rights in respect of the said Entire Land in favor of Eversmile, for the consideration and on the terms and conditions mentioned therein.
- b) Supplemental Agreement dated 13<sup>th</sup> May 1980 was executed between the Holders and Eversmile, in order to record certain modifications in the Articles of Agreement dated 22<sup>nd</sup> January, 1980.
- c) By and under an Articles of Further Supplemental Agreement dated 6<sup>th</sup> February 1984, executed by and between (1) Smt. Swati Saiprasad Pradhan, (2) SaihasSaiprasad Pradhan (3) AtulchandraShrinathNavalkar, (4) SmitchandraShrinathNavalkar, and (5) Sneha ShrinathNavalkarWd/o. ShrinathSunderraoNavalkar and Eversmile, the Holders confirmed that they had agreed to grant development rights to Eversmile. Certain modifications were made in Articles of Agreement dated 22<sup>nd</sup> January, 1980 and Supplemental Agreement dated 13<sup>th</sup> May, 1980 under this Agreement.
- d) An Articles of Agreement dated 30<sup>th</sup> March 1988 was executed between 1) Smt. Swati Saiprasad Pradhan, (2) SaihasSaiprasad Pradhan (3) AtulchandraShrinathNavalkar for self and as Karta & Manager of AtulchandraShrinathNavalkar HUF comprising of his wife (3A) Smt. AkhilaAtulchandraNavalkar, minor son (3B) Aniket AtulchandraNavalkar



represented through his natural guardian Atulchandra, (4) SmitchandraShrinathNavalkar for self and as Karta & Manager of SmitchandraShrinathNavalkar HUF, comprising of his wife (4A) Smt. SwarangiSmitchandraNavalkar and (5) Sneha ShrinathNavalkarWd/o. ShrinathNavalkar and Eversmile, thereby recording changes in the consideration amount and modifying other terms as specifically mentioned therein.

- e) by virtue of a Supplemental Agreement dated 2nd September 1993 registered before the Sub-Registrar, Thane-2 under Sr. No. 310/1993, 1) Smt. Swati Saiprasad Pradhan, (2) SaihasSaiprasad Pradhan (3) AtulchandraShrinathNavalkar(3A) Smt. AkhilaAtulchandraNavalkar, (3B) Aniket AtulchandraNavalkar, (4) SmitchandraShrinathNavalkar (4A) Smt. SwarangiSmitchandraNavalkar and (5) Sneha ShrinathNavalkar confirmed that they have received all the dues / consideration from Eversmile and that the possession of the Entire Land belonged to Eversmile.

- IV. In Point No. 3 (xxi), of the Title Certificate, we have recorded, Development Agreement dated 18<sup>th</sup>October 2007 registered before the Sub-Registrar, Thane under Sr. No. TNN-1/6063/2007, Eversmile has granted development rights to Azure Tree Townships Pvt. Ltd. with respect to a portion admeasuring 30,880 Sq. Mtrs. forming a part of Old Survey No. 231, 232, 233, 234 & 240, for the consideration and on the terms & conditions mentioned therein.
- V. In Point No. 3 (xxii), of the Title Certificate, we have recorded, Declaration cum Indemnity dated 10<sup>th</sup>July 2020 is issued by Eversmile in favor of Indialaw LLP, thereby confirming that the portion of land falling in Old Survey No. 233 under the above-mentioned Development Agreement is not the same portion of land in Survey No.233 comprising the said Land.
- VI. For issuance of this Addendum-IV we have perused the photocopies of the following documents:



- a) Zone Certificate dated 15<sup>th</sup> May 2020 bearing Doc. No. Bhima/MNP/NR/649/2020-2021 issued by Mira Bhaindar Municipal Corporation, Town Planning Department.
- b) Development Plan/Remark.
- c) Order dated 9<sup>th</sup> July 2022 of Appeal No. RTS No. 2721/644/P.K.279/J-4 passed by Revenue Minister, State of Maharashtra.
- d) Order dated 13<sup>th</sup> June, 2022 passed by the revenue minister.
- e) Latest NA Assessment Bill for the year 2021-22 and the payment receipt thereof.

VII. We have caused our Search Clerk to conduct the title search in the Office of the Sub-Registrar, Thane, vide Search Receipt bearing Sr. No. MH005979387202223E, MH005979500202223E, MH005979618202223E, dated 03<sup>rd</sup> August 2022, for a period from 1992 to 2022 i.e., for 30 years, to ascertain the present title in respect the Property and we have not observed any encumbrances/charges.

VIII. We have conducted ROC search in the name of Eversmile Properties Private Limited on the official website of the Ministry of Corporate Affairs vide Sr. No. X21575816 dated 3<sup>rd</sup> August 2022 and have not observed any charges against the said Land.

IX. We have been informed by Eversmile the litigation mentioned in our Title Certificate dated 10<sup>th</sup> July, 2020 i.e., Regular Criminal No.651 of 2009 is pending for hearing and has further updated regards the litigation mentioned in our Addendum III i.e., Appeal No.RST.2721/644/p,k,279/J-4, that vide Order dated 13<sup>th</sup> June, 2022 passed by Revenue Minister, the Order dated 31<sup>st</sup> March 2009 passed by Add. Commissioner, Kokan Division is upheld and made absolute.

X. In Point No.3.1 (xii), (xiii), (xix), (xx), (xxiii) and (xv) of the Title Certificate, we have dealt on Section 21(1) of the Urban Land (Ceiling and Regulation) Act, 1976 ("ULC Act"). We further state that Repeal Act, 1999 ("Repeal Act") was enacted to repeal the Urban Land (Ceiling and Regulation) Act, 1976 ("ULC Act") by the Central Government.



The State of Maharashtra adopted the Repeal Act on 29th November 2007 and since then the provisions of ULC Acts are not applicable to the lands across Maharashtra. Based on the documents and revenue records provided, it appears to us that the said Land does not attract the provisions of ULC Act.

- XI. Zone Certificate dated 15<sup>th</sup> May 2020 bearing Doc. No. Bhima/MNP/NR/649/2020-2021 issued by Mira Bhaindar Municipal Corporation, Town Planning Department. Based on the Plan the said Land falls under the residential zone.
- XII. The NA Assessment bill/Demand Letter dated 25<sup>th</sup> November, 2021, is issued by the office of Talati, Thane, in respect the said Land for period 2021-22 amounting to Rs.1,51,271/- (Rupees One Lakh Fifty-One Thousand Two Hundred Seventy-One only) and the same is paid as evident from Receipt No.1030947.
- XIII. In Point No.4(i) of the Title Certificate we have stated that in the 7/12 Extract dated 11<sup>th</sup> June, 2022, name of Eversmile is recorded as Developer in the Other rights Column.
- XIV. In view of whatever is stated hereinabove and, in the Reports, referred to herein, we are of the opinion that Eversmile has a valid right title and interest as the Developer of the said Land.
- XV. This Addendum – III is issued in pursuance of the Title Reports and shall be read and construed in accordance with the same, for all times and purposes.

Yours truly

Shyam B. Mohite  
Associate Partner  
**INDIALAW LLP**

Date: 25<sup>th</sup> August 2022  
Place: Mumbai

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Tel No.:+918369995919

Email: -contact@indialaw.in

FORMAT - A  
(Circular No.:- 28 / 2021)

To  
MahaRERA  
Housefin Bhavan,  
Plot No. C-21, E-Block,  
Bandra Kurla Complex,  
Bandra (E), Mumbai 400051.

#### LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to Sector II-A land approximately admeasuring 37, 880.43 sq. mtrs. situated on part of Old Survey No. 233 (New Survey No. 66), Old Survey No. 235 (New Survey No. 68) and Old Survey No. 256 (New Survey No. 69), lying being and situated at Village Penkarpada (Previously known as Mira), Taluka and District Thane ("Land").

We have investigated the title of the said Land on the request of Eversmile Properties Private Limited and following documents i.e.:-

- 1) Description of the property. *{As mentioned in the Title Search Report dated 10<sup>th</sup> July 2020}*

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- 2) The documents of allotment of the said Land {As mentioned in the Title Search Report dated 10<sup>th</sup> July 2020 }
- 3) Online 7/12 extract dated 11<sup>th</sup> June 2020 and Mutation Entry Nos. 903, 960 and 185.
- 4) Search report for 30 years from 1992 till 2022.

2/- On perusal of the documents and all other relevant documents relating to title of the said Land, as mentioned in the Title Search Report dated 10<sup>th</sup> July 2020 read with Encumbrances Certificate dated 10<sup>th</sup> July 2020 along with Addendum - I dated 2<sup>nd</sup> March 2021, Addendum – II 12<sup>th</sup> March 2021, Addendum – III dated 4<sup>th</sup> February 2022 and Addendum - IV dated 25<sup>th</sup> August 2022, we are of the opinion that Eversmile Properties Pvt. Ltd. holds clear, marketable and valid Development rights and interest in respect of the said Land free from encumbrances.

Owners of the land

- i **Survey No. 233** :- Smt. Swati Pradhan is the exclusive holder of the said Land. The Entire development rights of the said Land are granted exclusively in favour of Eversmile Properties Private Limited.
- ii **Survey No. 235** :- Smt. Swati Pradhan is the exclusive holder of the said Land. The Entire development rights of the said Land are granted exclusively in favour of Eversmile Properties Private Limited.
- iii **Survey No. 256**:- Mr. Atulchandra Shrinath Navalkar and Mr. Smitchandra Shrinath Navalkar are the holders of the said Land. The Entire development rights of the said Land are granted exclusively in favour of Eversmile Properties Private Limited.

Note: The Promoter herein has neither any amount outstanding, nor payable in future, by way of revenue sharing and/or area sharing in respect of the development of the above land as the full and final consideration for the same, has already been paid.



3/- Qualifying comments/ remarks if any – NA.

4/- The report reflecting the flow of the title of the promoter on the said land is enclosed herewith as annexure.

Encl : Annexure.

Yours truly

A handwritten signature in black ink, appearing to read 'Shyam B. Mohite', written over a horizontal line.

Shyam B. Mohite  
Associate Partner

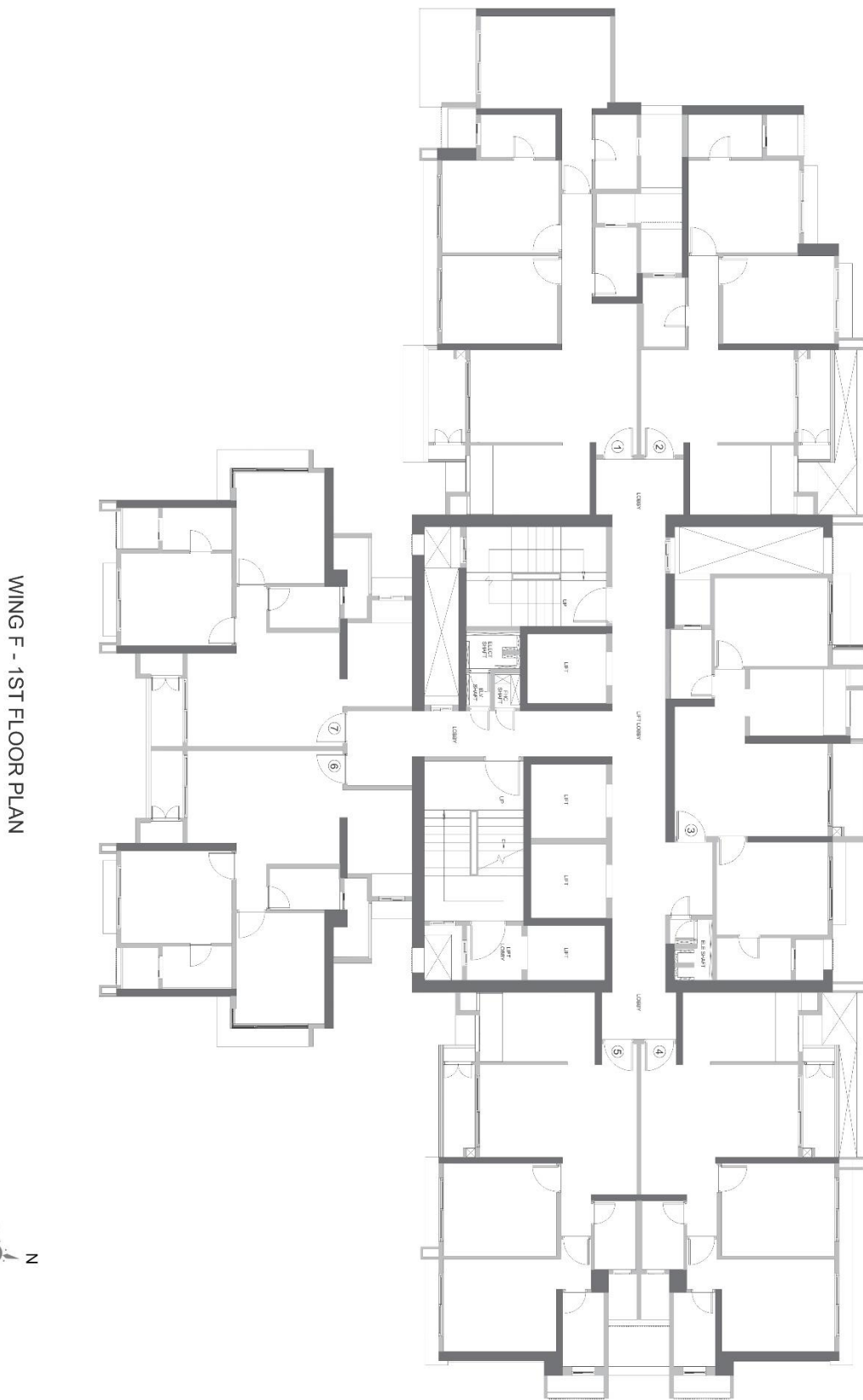
**INDIALAW LLP**

Date: 6<sup>th</sup> October, 2022

Place: Mumbai

**Annexure 'G-1'**

**Typical floor plan**



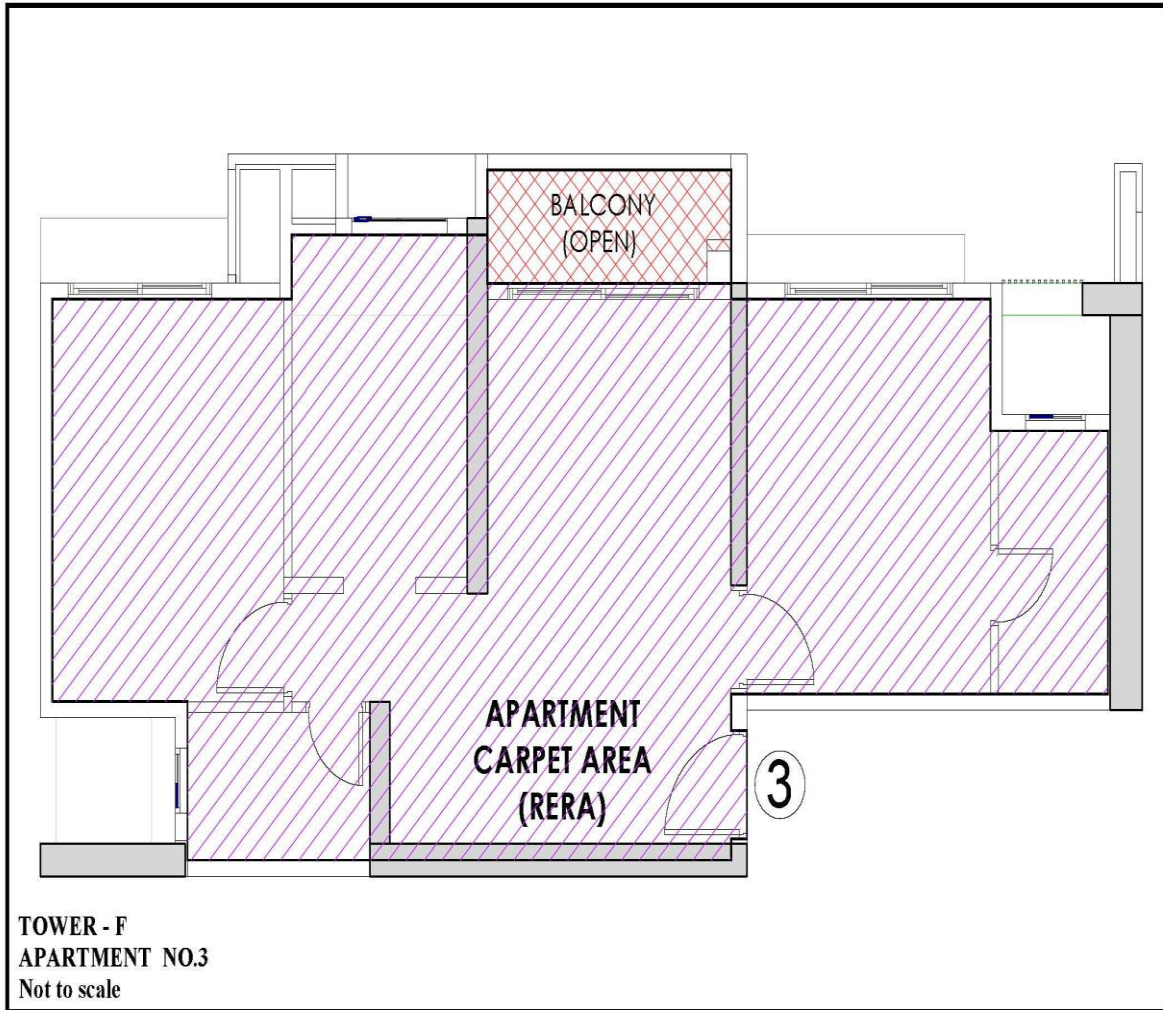
**NOT TO SCALE**

Apartment No. **103** on **1st** habitable floor of the Project Sector 2A – Wing **F**



**Annexure 'G-2'**

**Apartment Plan**



**NOT TO SCALE**

Apartment No. 103 on 1st habitable floor of the Project Sector 2A – Wing F

**Annexure 'H'**

**APARTMENT AND ALLOTTEE/S DETAILS**

| Sr.   |   | Particular   |  |               |             |                                 |              |            |   |             |           |
|---|---|--|--|---------------|-------------|---------------------------------|--------------|------------|---|-------------|-----------|
| 1)  | Whole Project                                 | <b>“Srishti Sector 2A”</b>   |  |               |             |                                 |              |            |   |             |           |
| 2)  | Project                                       | <b>“Sector 2A - Wing F”</b> as per Maharashtra RERA Registration No. P51700053195  |  |               |             |                                 |              |            |   |             |           |
| 3)  | Apartment                                     | Apartment bearing No. <b>103</b> , on <b>1st</b> habitable Floor of the Project, admeasuring about; <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>Square Meters</th> <th>Square Feet</th> </tr> </thead> <tbody> <tr> <td>Carpet Area (RERA) of Apartment</td> <td align="center"><b>59.32</b></td> <td align="center"><b>639</b></td> </tr> <tr> <td>Balcony (open) area attached to the Apartment</td> <td align="center"><b>3.20</b></td> <td align="center"><b>34</b></td> </tr> </tbody> </table> |  | Square Meters | Square Feet | Carpet Area (RERA) of Apartment | <b>59.32</b> | <b>639</b> | Balcony (open) area attached to the Apartment | <b>3.20</b> | <b>34</b> |
|   | Square Meters                                 | Square Feet  |  |               |             |                                 |              |            |   |             |           |
| Carpet Area (RERA) of Apartment               | <b>59.32</b>                                  | <b>639</b>   |  |               |             |                                 |              |            |   |             |           |
| Balcony (open) area attached to the Apartment | <b>3.20</b>                                   | <b>34</b>  |  |               |             |                                 |              |            |   |             |           |
| 4)  | Parking Space/s                               | <b>0 (Zero)</b> vehicle parking spaces in the Project  |  |               |             |                                 |              |            |   |             |           |
| 5)  | Purchase Price                                | <b>Rs. 1,00,34,430/- (Rupees One Crore Thirty Four Thousand Four Hundred Thirty Only)</b>  |  |               |             |                                 |              |            |   |             |           |
| 6)  | Date of Offer of Possession of the Apartment* | On or before <b>30th June 2027</b>   |  |               |             |                                 |              |            |   |             |           |
| 7)  | Date of Project Completion*                   | On or before <b>30th June 2028</b>   |  |               |             |                                 |              |            |   |             |           |
| 8)  | Postal address of the Allottee/s              | <b>Bldg No: 28, 1103, D B Ozone, Near Thakur Mall, Dahisar East, Mumbai - 400068, Maharashtra, India</b>   |  |               |             |                                 |              |            |   |             |           |
| 9)  | Postal address of the Promoter                | Block No. 75, Old Block Factory Compound, Sector I, Srishti Housing Complex, Penkarpada, Mira Road (East), District and Taluka: Thane.   |  |               |             |                                 |              |            |   |             |           |
| 10)   | E-mail address of the Allottee/s.             | <b>mansiisingh67@gmail.com</b>   |  |               |             |                                 |              |            |   |             |           |
| 11)   | E-mail address of the Promoter.               | <b>servicesupport@kalpataru.com</b>  |  |               |             |                                 |              |            |   |             |           |
| 12)   | Permanent Account Numbers of the Promoter     | <b>AAACE1576C</b>  |  |               |             |                                 |              |            |   |             |           |
| 13)   | Permanent Account Numbers of the Allottee/s   | <b>Ms. Mansi Singh - LXLPS8746Q</b>  |  |               |             |                                 |              |            |   |             |           |

\*The dates mentioned herein above table is subject to additional period of twelve months (as grace period) and any extended time period due to the events mentioned in Article 15.11.1(d) of this Agreement.

**Annexure 'I-1'**

**PAYMENT SCHEDULE**

The Purchase Price of **Rs. 1,00,34,430/- (Rupees One Crore Thirty Four Thousand Four Hundred Thirty Only)** payable by the Allottee/s in instalments against the following milestones:

| <b>Sr. No.</b> | <b>Time for Payment</b>                                       | <b>Amount</b>            |
|----------------|---|--------------------------|
| 1              | Booking Amount  | Rs. 51,515/-             |
| 2              | Balance Booking Amount Payable on or before 12th October 2024 | Rs. 9,51,928/-           |
| 3              | Amount Payable on or before 30th October 2024                 | Rs. 45,15,494/-          |
| 4              | On Completion of the Slab 3                                   | Rs. 8,02,754/-           |
| 5              | On Completion of the Slab 7                                   | Rs. 7,02,410/-           |
| 6              | On Completion of the Slab 11                                  | Rs. 7,02,410/-           |
| 7              | On Completion of the Slab 15                                  | Rs. 7,02,410/-           |
| 8              | On Completion of the Slab 19                                  | Rs. 5,01,722/-           |
| 9              | On Completion of the Slab 23                                  | Rs. 2,00,689/-           |
| 10             | On Completion of the Slab 27                                  | Rs. 1,00,344/-           |
| 11             | On Completion of the Slab 31                                  | Rs. 1,00,344/-           |
| 12             | On Completion of the Top Slab ( Terrace Slab)                 | Rs. 1,00,344/-           |
| 13             | On Completion of your Apartment's wall                        | Rs. 2,00,689/-           |
| 14             | On Completion of your Apartment's Internal Plaster            | Rs. 2,00,689/-           |
| 15             | On Offer for Possession                                       | Rs. 2,00,688/-           |
|                | <b>Total</b>  | <b>Rs. 1,00,34,430/-</b> |

Note:

1. The above payment schedule may not be same for all the Purchaser/s, the same will change or vary from purchaser/allottee to purchaser/allottee.
2. The above payment schedule and/or installments are not in chronological order and payment for any of the aforesaid milestones may become due before or after the other milestones, depending on the date of initiation of the relevant milestone.

Annexure 'I-2'

RECEIPT

Received on or before execution hereof, of and )  
from the within named Allottee/s, the sum of Rs. )  
**9,42,409/- (Rupees Nine Lakhs Forty Two )  
Thousand Four Hundred Nine Only) vide )  
cash/cheque/draft/pay order bearing No. )  
\_\_\_\_\_ dated \_\_\_\_\_ drawn on )  
\_\_\_\_\_ being the )  
Booking Amount/ installment of the Purchase )  
Price agreed to be paid by the Allottee/s, to us as )  
within mentioned. )**

) **Rs. 9,42,409/-**

**Witnesses:**

1.

**For Eversmile Properties Private Limited**

2.

**Director/Authorised Signatory/Constituted Attorney**

## Annexure 'J'

### **Apartment amenities**

- Vitrified tiled flooring in the living/dining & bedrooms
- Internal doors with laminate finish
- Aluminum sliding windows
- Main door with laminate finish
- Video Door Phone (VDP) with inbuilt intercom facility at apartment entrance
- Electrical Point Provision for Air Conditioning in Living/Dining and bedrooms

### **Kitchen Amenities**

- Vitrified tiled flooring
- Granite platform with stainless steel sink
- Tiled dado above the platform
- Kitchen equipped with PNG cum heat detector
- Provision for Water purifier
- Utility area provided in every apartment

### **Bathroom Amenities**

- Tiled flooring with dado up to door height
- Premium sanitary and CP fittings
- Hot & Cold water mixer in the shower area
- Storage water heater in all bathrooms
- Exhaust fan