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Friday, August 09, 2019
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पावती

Original/Duplicate

नोंदणी क्र.: 39म
Regn.: 39M

पावती क्र.: 8955 दिनांक: 09/08/2019

गावाचे नाव: मरोळ
दस्तऐवजाचा अनुक्रमांक: वदर4-7761-2019
दस्तऐवजाचा प्रकार : करारनामा
सादर करणाऱ्याचे नाव: मीता अभित नाईक

नोंदणी फी

₹. 30000.00
₹. 3340.00

दस्त हारावणी फी
पुस्तानी सख्या: 167

एकूण:

₹. 33340.00

बाजार मुल्य: ₹. 7253000 /-
मोबदला ₹. 11398345/-
भरलेले मुद्रांक शुल्क : ₹. 683950/-

DEPOSIT RECEIVED

सह. इय्यमनिबंधक, अंधेरी क्र. २
मुंबई उपनगर जिल्हा

- 1) देयकाचा प्रकार: DHC रकम: ₹. 1340/-
डीडी/घनादेश/पे ऑर्डर क्रमांक: 0808201909389 दिनांक: 08/08/2019
बँकेचे नाव व पत्ता:
- 2) देयकाचा प्रकार: eChallan रकम: ₹. 300000/-
डीडी/घनादेश/पे ऑर्डर क्रमांक: MH005004403201920M दिनांक: 07/08/2019
बँकेचे नाव व पत्ता:
- 3) देयकाचा प्रकार: DHC रकम: ₹. 2000/-
डीडी/घनादेश/पे ऑर्डर क्रमांक: 0808201909342 दिनांक: 08/08/2019
बँकेचे नाव व पत्ता:

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Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRN 0808201908342 Date 08/08/2019

Received from MEETA AMIT NAIK, Mobile number 9833011818, an amount of Rs.2000/- towards Document Handling Charges for the Document to be registered/(SAFARIYA) in the Sub Registrar office Joint S.R. Andheri 2 of the District Mumbai Sub-urban District.

Payment Details

Bank Name	PUNB	Date	08/08/2019
Bank CIN	10004152019080807706	REF No.	5031360212

This is computer generated receipt, hence no signature is required.



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Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 0808201909389 Receipt Date 09/08/2019

Received from MEETA AMIT NAIK, Mobile number 9833011818, an amount of Rs.1340/-, towards Document Handling Charges for the Document to be registered on Document No. 7761 dated 09/08/2019 at the Sub Registrar office Joint S.R. Andheri 2 of the District Mumbai Sub-urban District.

DEFACED
₹ 1340
DEFACED

Payment Details

Bank Name	PUNB	Payment Date	08/08/2019
Bank CIN	10004152019080807749	REF No.	5031360398
Deface No	0808201909389D	Deface Date	09/08/2019

This is computer generated receipt, hence no signature is required.



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Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 0808201909342 Receipt Date 09/08/2019

Received from MEETA AMIT NAIK, Mobile number 9833011818, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 7761 dated 09/08/2019 at the Sub Registrar office Joint S.F. Andheri 2 of the District Mumbai Sub-urban District.

DEFACED
₹ 2000
DEFACED

Payment Details

Bank Name	PUNB	Payment Date	08/08/2019
Bank CIN	10004152019080807706	REF No.	5031360212
Deface No	0808201909342D	Deface Date	09/08/2019

This is computer generated receipt, hence no signature is required.



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Pre-Registration summary (नोटिफाई पूर्व गोषवारा)

Valuation ID		201908095054		मल्याकान पत्रका (खरेदी क्षेत्र - बांधीव)		09 August 2019,06:32:44 PM	
मल्याकानाचे वर्ष		2019		मोजमापनावे एकक		चौरस मीटर	
लिस्टिंग क्रमांक		41-मसोळ (अंधेरी)		मोजमापनावे एकक		चौरस मीटर	
उप मूल्या विभाग		37/19 मुभमा; उत्तरेस गावानी हद्द, पूर्वेस गाव सीमा, दक्षिण व पश्चिमेस गावानी हद्द व फार्डप लाईन.		मोजमापनावे एकक		चौरस मीटर	
सर्व्हे नंबर /न. १/ क्रमांक :		सि टी एम. नंबर#345		मोजमापनावे एकक		चौरस मीटर	
वार्षिक मूल्य दर तक्कामनुसार मूल्यादर रु.		131500		मोजमापनावे एकक		चौरस मीटर	
खुली कमीस		131500		मोजमापनावे एकक		चौरस मीटर	
बांधीव क्षेत्राची साहित्यी		43.57चौरस मीटर		मोजमापनावे एकक		चौरस मीटर	
खालकत क्षेत्र (Built Up)		1-आर सी सी		मोजमापनावे एकक		चौरस मीटर	
बांधकामाचे वर्गीकरण-		आहे		मोजमापनावे एकक		चौरस मीटर	
उद्देशाने सुविधा-		2 to 10 hector		मोजमापनावे एकक		चौरस मीटर	
प्रकल्पाचे क्षेत्र		2 to 10 hector		मोजमापनावे एकक		चौरस मीटर	
Sole Type - Free Sale		2 to 10 hector		मोजमापनावे एकक		चौरस मीटर	
Scale/Rscale of hddll up Property constructed aliter circular d:0201/2018		2 to 10 hector		मोजमापनावे एकक		चौरस मीटर	
प्रकाराचे क्षेत्रानुसार दर		= ((घसा-मानुसार मिळकतीचा प्रति चौ. मीटर मूल्यादर) * 105 %)		मोजमापनावे एकक		चौरस मीटर	
प्रकाराचे क्षेत्रानुसार दर		निवारी सदनिका करीना प्रती चौ. मीटर दर = रु. 138075/-		मोजमापनावे एकक		चौरस मीटर	
मजाला निहाय पटवाह		= 11(1/2% apply) to rate= रु. 151882/-		मोजमापनावे एकक		चौरस मीटर	
घसा-मानुसार मिळकतीचा प्रति चौ. मीटर मूल्यादर		= ((वाढीव मूल्यादर * खुल्या जाग्गिनीचा दर) * घसा-मानुसार टक्केवारी) * खुल्या जाग्गिनीचा दर)		मोजमापनावे एकक		चौरस मीटर	
AV) मुक्का मिळकतीचे मूल्य		= Rs.151882/-		मोजमापनावे एकक		चौरस मीटर	
B) वारिसा गाहने तळाचे क्षेत्र		= 151882 * 43.57		मोजमापनावे एकक		चौरस मीटर	
वारिसा गाहने तळाचे क्षेत्र		= 6617498.74/-		मोजमापनावे एकक		चौरस मीटर	
एकत्रित अतिथि मूल्य		= 6617498.74 + 0 + 0 + 0 + 635246.465 + 0 + 0 + 0 + 0		मोजमापनावे एकक		चौरस मीटर	
		= रु. 7252745.205/-		मोजमापनावे एकक		चौरस मीटर	



Home Print

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WHEREAS

- A. Borosil Glass Works Limited ("Borosil") was the erstwhile owner of a large tract of land situated at Village Marol, Taluka Andheri District of Mumbai City and Mumbai Suburban: and was running a factory thereon;
- B. By and under a letter dated 21st November 2009 bearing no KaAa/NaHPra/Pa.Kra.222/2009/Karyasan -7 issued by the Labour office of the Commissioner, the Labour Commissioner has granted its no objection certificate for closure to the factory standing thereon;
- C. By and under letter dated 29th May 2010 bearing no Kra.Na.Ja.Ka.Dha/Borosil Glassworks /2010/C-7186 issued by the Directorate of Industries, the Directorate of Industries has informed that land admeasuring 79561 sq. mtrs. of the large tract of land does not fall within the purview of Section 20 (i) of the Urban Land Ceiling and Regulation Act 1975;
- D. By an Indenture of Conveyance dated 27th August 2010 made by and Borosil, therein referred to as the "the Vendor" of the one part and the Promoter herein i.e. Neepa Real Estates Private Limited, therein referred to as the "the Purchaser" of the other part and registered with the office of Sub-Registrar of Assurances at Bandra under Serial No.8183 of 2010, Borosil (i) granted, sold, conveyed and assigned unto the Promoter a large piece and parcel of land and bearing CTS Nos. 246, 340, 341A, 343A, 344A, 345A, 345/1 to 345/55, 345/56A, 345/57A, 345/58A/1, 345/59, 345/61A to 65, 345/69 to 345/72, 348, 349, 350, 353, 355A, 357, 401 and S.No.32A-Hissa No.6 admeasuring in the aggregate 68,789.54 (sixty eight thousand seven hundred and eighty nine point fifty four) square metres or thereabouts together with structures standing thereon; (ii) transferred, assigned and assured unto the Promoter, all its leasehold right, title and interest acquired from the then owner Mr. Abdul Rehman to all that piece or parcel of property or ground, aggregating to 4930 (four thousand nine hundred and thirty) square yards or thereabouts (four thousand nine hundred and thirty) square yards or thereabouts aggregating to 3886 (five thousand six hundred and eighty six) square yards equivalent to 53.46 (four thousand seven hundred and fifty three point forty six) square metres or thereabouts together with the structures standing thereon in Leasehold Land") for the unexpired balance period of 999 (nine hundred and ninety nine) years subject to the payment of rent reserved thereunder and the performance and observance of the covenants and the conditions contained therein; and (iii) granted, transferred and assured unto the Promoter herein, all its right and interest it may have in law or in equity to all that piece and parcel of property bearing CTS Nos.337-A/1(P), 337-A/2(P), 345/60 (part), 388 (part), 437 (part), 438 (part), 463-A (part), 466 (part), 469 (part), 657 (part) admeasuring in the aggregate 569,72 (five hundred and sixty nine) square metres or thereabouts together with structures standing thereon for the consideration and in the manner therein specified. The lands described in (i), (ii) and (iii) are collectively referred to as the said Larger Property ("the said Larger Property"). Thus the Promoter is well and sufficiently entitled to the said Larger Property.



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E. By and under Indenture of Conveyance dated 1st April 2011, registered with the Sub-Registrar of Assurances, Bandra, under serial no. 13DR1/ 5313 of 2011 made by and between Mr. Abdul Rehman Khuda Baksh and 8 others being the heirs of Mr. Khodabux Abdul Rehman as Vendor of the One Part and Borosil as the Purchaser/s of the Other Part, Mr. Abdul Rehman, Khuda Baksh and 8 otrs sold, transferred and conveyed all their reversionary rights in

(Signature of Promoter)

(Signature of Purchaser/s)

the Leasehold Land to the Borosil. Thus, Borosil became owner of the Leasehold Land and Promoter herein is the Lessee in respect of the Leasehold Land for the unexpired balance period of the Indenture of Lease dated 7th August 1962.

F. The Promoter proposes to developing the said Larger Property by putting up construction thereon, by utilizing Floor Space Index (F.S.I.) and/or Transferable Development Rights (T.D.R.) arising/emanating from the said Larger Property (including portions thereof which are under D.P. Road/setback) and also outside T.D.R. The Promoter also proposes to avail FSI under the provisions of Regulation 33 (24) of the Development Control Regulations for Mumbai 1991 (D. C. Regulations). The Promoter reserves the right to handover portions of the said Larger Property following the due process of the law.

G. By an order bearing reference No.C/Works-3 C/Amalgamation/ Sub-Division/SR1557 dated 08-08-2011 and order bearing reference No.C/Works - 3 G/Amalgamation/Sub-Division/SR1557 dated 09-04-2013, the Collector Suburban District granted permission for amalgamation and subdivision of a portion of the said Larger Property, wherein ultimately the Promoter proposes to construct buildings is assigned as C.T.S. No.345/A1 admeasuring 51,459.3 sq. mtrs or thereabouts. The Promoter is in the process of amalgamating further land parcels out of the said Larger Property in such a manner that the land bearing C.T.S. No.345/A1 shall admeasure 56,161.54 sq mtrs or thereabouts (out the said Larger Property) and the same shall be construed as the land on which the buildings will be constructed and be called as Vasant Oasis Project (as defined below). As such, the Property Register Card in respect of Vasant Oasis Land (as defined below) shall stand amended to reflect land bearing C.T.S. No.345/A1 admeasuring 56,161.54 sq mtrs or thereabouts.

H. The Promoter has prepared a proposed layout plan in respect of the said Larger Property which is comprising of the following:-

- (i) residential cum commercial complex known as Vasant Oasis consisting of (i) 19 (nineteen) buildings/wings, each wing building having common lower basement and upper basement with stairs/deck, first and second podium and premises for sale on upper level and (ii) stand alone 20th building having separate basement, podium/sill and premises for sale on the upper level (hereinafter referred to as "Vasant Oasis Project") to be constructed. On portion of the said Larger Property admeasuring 51,459.3 sq. mtrs. (subject to what is stated in Recital-G above) more particularly, described in the First Schedule hereunder written (hereinafter referred to as "Vasant Oasis Land"). On the basis that the Promoters will have the permission as stated in Recital-G above and consequentially, land bearing C.T.S. No.345/A1 shall admeasure 56,161.54 sq. mtrs., the layout is shown in orange colour boundary line on the plan annexed as Annexure "A" hereto. The Property Register Card of Vasant Oasis Land is annexed and marked as Annexure "B" hereto.
- (ii) the common-2 (two) basements i.e. lower and upper basement building no. 1 to 19 of Vasant Oasis Project are already sanctioned and approved by the Municipal Corporation of Greater Mumbai (hereinafter referred to as "MCGM"), as public parking and shall be used as public parking by MCGM and/or its authorize occupants/nominees ("Public Parking"). For the purpose of Public Parking separate entry and exit shall be provided in the Vasant Oasis Project and the same is shown in yellow wash on the plan annexed



(Signature of Promoter)

(Signature of Purchaser/s)

and marked as Annexure "C" hereo. The Purchaser/s is/are aware that drainage system for Public Parking is common with drainage system of building no. 1 to 19 of Vasant Oasis Project and if possible and permitted by the authority, the Promoter may construct separate drainage system for Public Parking (hereinafter collectively referred to as "Public Parking Area").

- (iii) there are also internal roads passing through Vasant Oasis Land for the access, ingress and egress of the units/premises/flats/occupant(s)/purchaser(s) of Vasant Oasis Project ("Internal Roads");
- (iv) there is pending dispute with one Chatalin family purportedly claiming rights in portion of the said Larger Property admeasuring 1422.12 sq. mtrs. ("Disputed Property"). In the event any order is passed by any court or tribunal in favour of the Promoter confirming the ownership of the Promoter in respect of the Disputed Property, the Promoter shall be entitled to utilize and consume the FSI/TDR benefits which may accrue from the Disputed Property within the buildings/wings constructed on the proposed layout plan;

- (v) the Promoter has granted lease of portion of the said Larger Property admeasuring 815 sq. mtrs. to Reliance Infrastructure Limited for installing and operating substation of 33/11 KV ("Substation") in pursuance of Agreement to Lease dated 30th December 2014, registered with the Sub-Registrar of Assurances under serial no.BDR1-10228 of 2014;

- (vi) the building no.18 known as "Daisy" shall have commercial premises ("Commercial Premises") and shall have separate and exclusive access, ingress or egress through the existing DP Road;

- (vii) there are several reservations such as amenity plot, R.G., Road set back area, etc on the said Larger Property ("Reservations") that shall be handed over to concerned authority;



There shall be private road of 9 mtr. (as shown in blue wash on the plan annexed as Annexure "C") constructed/built by the Promoter ("Private Road") in the Vasant Oasis Project and which shall be used by the occupants/allottees/purchasers for ingress and egress of (i) occupants/allottees/agents/representatives of Vasant Oasis Project, (ii) Substation and (iii) Reservations;

The details of formation of the Apex Body, confinement of title upon the Apex Body with respect to the Vasant Oasis Project are more particularly specified in Clause 10 below.

- (x) The common areas, facilities and amenities in the Vasant Oasis Project that may be used by the Purchaser/s herein in common with all the purchasers/occupants of flats/units/premises of Vasant Oasis Project are listed in the Third Schedule hereunder written ("Vasant Oasis Project Common Areas and Amenities").

The Promoter hereby declare that the total Floor Space Index of 204,500 sq. mtrs. shall be consumed and utilized in Vasant Oasis Project.

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देश	INDIA
अक्षांश	96° 30' 00"
देश	INDIA

The above Vasant Oasis Project, Public Parking Area, Private Road, Internal Roads, Disputed Property, Substation, Commercial Premises and Reservations and shown on the proposed layout plan of the Larger Property as annexed and marked as Annexure "C" hereo.

1. The Vasant Oasis Project shall comprise of the following buildings/wings:-

(Signature of Promoter)

(Signature of Purchaser/s)

“RERA Rules”) (“said Building” and “said Property” are hereinafter collectively referred to as “Real Estate Project/Project”).

L. The principal and material aspects of the development of the said Building as disclosed by the Promoter are briefly stated below:-

- (i) The said Building shall comprise of lower basement and upper basement with still, first and second podium as car parking spaces and 3rd level to 24th level as habitable floors.
- (ii) The total FSI of 10033.94 sq. mtrs. is required for development of the said Building and accordingly, the MCGM has sanctioned the entire required FSI of 10033.94sq. mtrs. and the same is generated from the said Larger Property;
- (iii) The details of formation of the Society (as defined below) with respect to the structure of the buildings (excluding basements of Public Parking Area, podiums, common amenities and facilities and other spaces) are more particularly specified in Clause 9 below.
- (iv) The common areas, facilities and amenities in the said Building that may be used by the Purchaser herein in common with other allottees/occupants/purchaser of the said Building are listed in the Fourth Schedule hereunder written (“Common Area and Amenities of the said Building”).

The above details along with the relevant permissions and approvals are available for inspection on the website of the Authority at <https://maharera.maharajiv.in>

M. Promoter through its Architects has thereafter submitted their building plans in respect of the said Building to the MCGM for sanction thereof and the requisite Intimation of Disapproval (“IOD”) and Commencement Certificate (“CC”) in respect of the said Building has been received from MCGM vide CHE/W/S/0252/K/537 (New) and C. C. No. CHE/W/S/0252/537/K/537(New). Hereto collectively annexed and marked as “Annexure ‘D’” is copy of IOD and C.C.



M/s Kanga & Co. have issued a Title Certificate relating to the said Larger Property. Copy of the said Title Certificate is annexed hereto and marked as Annexure “E”.

P. The Promoter has registered the Project under the provision of RERA and RERA, 2018. Copy of RERA Registration Certificate issued by the Authority is annexed and marked as Annexure “F” hereto.

P. Copies of following documents are annexed to this Agreement:-

- (i) Copy of plan of Vasant Oasis Project (Annexure “A”);
- (ii) Copy of Property Register Card of Vasant Oasis Project (Annexure “B”);
- (iii) Copy of proposed layout plan of Larger Property (Annexure “C”)
- (iv) Copy of IOD and CC (Annexure “D”);
- (v) Copy of Title Certificate issued by M/s Kanga & Co (Annexure “E”);
- (vi) Copy of RERA Registration Certificate dated 8th March, 2018 issued by the Authority (Annexure “F”);
- (vii) Copy of the floor plan of the said Flat (Annexure “G”);

(Signature of Promoter)

(Signature of Purchaser/s)

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1. AGREEMENT

1.1 The recitals contained above and schedules and annexures hereto form an integral and operative part of this agreement as if the same were set out and incorporated herein verbatim.

2. CONSTRUCTION OF THE PROJECT

2.1 The Promoter shall construct the said Building on the portion of Vasant Oasis Land being the said Property, more particularly described in Second Schedule hereunder written in accordance with the plans, specifications, designs and elevations as approved by the concerned local authority and which have been seen and inspected by the Purchaser/s with such variations and modifications as may consider necessary or as may be required by the Government, MCGM and/or any other local authority from time to time. The Promoter shall have to obtain prior consent in writing of the Purchaser/s in respect of any variations or modifications which may adversely affect the said Flat, except, any alteration or addition required by Government authorities or due to change in law or any change as contemplated by any of the disclosure already made to the Purchaser/s.

2.2 The Promoter is developing Vasant Oasis Project under Regulation 33 (24) of D.C.R. i.e. PPL Scheme. The Promoter shall construct building no. 1 to 19 along with the Public Parking Area as more particularly described in Recital H above and which is required to be handed over to MCGM, free of cost for exclusive use and enjoyment thereof. For the purpose of Public Parking separate entry and exit shall be provided in the Vasant Oasis Project. The plan annexed as Annexure "C", hereto. The Purchaser/s agree(s), confirm(s) and covenant(s) that he/she/they shall not raise any objection or claim any right in the Public Parking Area nor the Purchaser/s shall hinder, obstruct and/or create nuisance for usage of Public Parking Area. It is expressly agreed and understood by the Purchaser/s that his/her/their rights (subject to the payment of all amounts due and payable to the Promoter under these agreements) are limited to the extent of the said Flat and Parking Space and not otherwise.



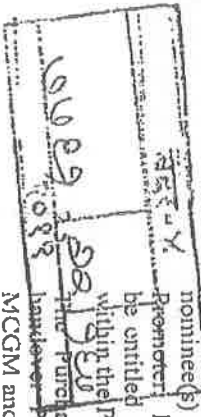
2.3 The Purchaser/s is/are aware that the Promoter shall transfer and handover the Public Parking Area along with certain amenities to MCGM free of costs and for exclusive use thereof and that MCGM and/or their successor, nominee(s) and assign(s) etc. shall not be required to become member of Society and body and shall not be required to pay property tax or any other taxes, duties, cess or charges including maintenance charges, sinking fund charges, repair fund charges etc. in respect of Public Parking Area and/or any amenities provided pursuant hereto to Society or otherwise.

2.4 The Purchaser/s hereby agree(s) and confirm(s) that Promoter, MCGM and/or their successor, nominee(s) and assign(s) etc. shall be entitled to use and enjoy Public Parking Area along with the amenities and facilities for any purpose purposes as may be desired by MCGM and/or their successor, nominee(s) and assign(s) etc. and the Purchaser/s further agree(s) that the Promoter, MCGM and/or their successor, nominee(s) and assign(s) etc. shall be entitled to undertake or permit undertaking of any additions/alterations within the Public Parking Area as they may deem fit and proper.

The Purchaser/s hereby agree(s) that the Promoter shall be entitled to handover Public Parking Area along with the amenities and facilities to MCGM and/or such other person or persons, any third party or legal entity as MCGM may direct for operation, management and maintenance on such terms and conditions as may be decided by the Promoter and/or MCGM.

(Signature of Promoter)


(Signature of Purchaser/s)



2.6 The Purchaser/s are aware that MCGM and/or their successor, nominee(s) and assign(s) etc. shall be entitled to dispose of Public Parking Area along with the amenities and facilities unto and in favour of any person or persons. any third party or legal entity on such terms and conditions as may be decided by MCGM and/or their successor, nominee(s) and assign(s) etc. without any recourse and/or reference to the purchasers of the said Building and/or the Society and for which the Purchaser/s herein have no objection.

2.7. The Purchaser/s is/are aware that drainage of Public Parking Area is connected with the drainage system of the said Building/Vasant Oasis Project. It is hereby further agreed by the Purchaser/s that the repair and maintenance of such drainage system, though connected with Public Parking Area shall be the sole and exclusive responsibility of purchasers of the flats/premises in the said Building/Vasant Oasis Project and the Society/Apex Body and that neither the Purchaser/s nor the Society/Apex Body shall demand any charges for the same from MCGM and/or Promoter and/or their successor, nominee(s) and assign(s) etc.

3. PURCHASE OF THE SAID FLAT AND SALE CONSIDERATION

3.1 The Purchaser/s hereby agree/s to purchase from the Promoter and the Promoter hereby agree to allot to the Purchaser/s the said Flat being a Flat No. 1507 admeasuring 39.61 square meter carpet area or thereabout (excluding balcony/ies) on 15th habitable floor in the said Building known as "Dantica" of Vasant Oasis Project and as shown in red colour boundary lines on the typical floor plan annexed hereto and marked as Annexure "G" at and for the lumpsum price of Rs. 1.13.98.345/- (Rupees One Crore Thirteen Lakhs Ninety Eight Thousand Three Hundred Forty Five only) (hereinafter referred to as "Sale Price") payable by the Purchaser/s to the Promoter in the manner as mentioned in clause 3.6 below.

3.2 The said Flat has attached Balcony, thus aggregating to NIL square meter or thereabouts as shown in red colour hatched lines on the floor plan annexed and marked as Annexure "G" hereto. The Purchaser/s acknowledge that the balconies/dry balconies, to be provided in the flats/premises for the said Building and/or Vasant Oasis Project shall belong to occupants/purchaser/s of such flat/premises.

3.3 The Promoter has agreed to permit the Purchaser/s, the exclusive right to use (One) car parking space/s in still/podium of the said Building (hereinafter referred to as "the Parking Space/s"). The said Flat, attached Balcony and the said Parking Space/s are hereinafter collectively referred to as "the said Premises".

3.4 The Parking Space, and Balcony are made available free of charge to the Purchaser/s and the Sale Price agreed to be paid under this Agreement is only for the carpet area of the said Flat.

3.5 The Promoter shall confirm the final carpet area of the said Flat has been agreed to be allotted to the Purchaser/s only after construction of the said Building is completed and occupation certificate in respect thereof is granted by the competent authority by furnishing details of the changes (if any) in the carpet area of the said Flat, subject to variation cap of 3%. The Sale Price payable for the said Flat shall be recalculated based on the carpet area of the said Flat. If there is any reduction in carpet area of the said Flat, then the Promoter shall refund the excess money paid by the Purchaser/s within 45 (forty five) days together with interest on the excess amount. The interest payable by the Promoter shall be the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (hereinafter referred



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The Promoter has been
agreed to be allotted to the Purchaser/s only after construction of the said Building is completed and occupation certificate in respect thereof is granted by the competent authority by furnishing details of the changes (if any) in the carpet area of the said Flat, subject to variation cap of 3%. The Sale Price payable for the said Flat shall be recalculated based on the carpet area of the said Flat. If there is any reduction in carpet area of the said Flat, then the Promoter shall refund the excess money paid by the Purchaser/s within 45 (forty five) days together with interest on the excess amount. The interest payable by the Promoter shall be the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (hereinafter referred

(Signature of Promoter)

(Signature of Purchaser/s)

to as "Interest Rate"). In the event of increase in carpet area of the said Flat, the Purchaser/s shall make the payment of such excess area in the immediate next installment of the Sale Price.

- 3.6 The Purchaser/s hereby agree/s, covenant/s and undertake/s to pay the Sale Price of Rs. 1.13,98,345/- (Rupees One Crore Thirteen Lakhs Ninety Eight Thousand Three Hundred Forty Five only) to the Promoter as follows:
- Rs. 11,28,436/- (Rupees Eleven Lakh Twenty Eight Thousand Four Hundred Thirty Six only) being 9.90% of the Sale Price as earnest money paid by the Purchaser/s along with applicable service tax/GST to the Promoter before execution of these presents;
 - Rs. 11,51,233/- (Rupees Eleven Lakh Fifty One Thousand Two Hundred Thirty Three only) equivalent to 10.10% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on execution of this Agreement;
 - Rs. 11,39,835/- (Rupees Eleven Lakh Thirty Nine Thousand Eight Hundred Thirty Five only) equivalent to 10% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Basement 1;
 - Rs. 11,39,835/- (Rupees Eleven Lakh Thirty Nine Thousand Eight Hundred Thirty Five only) equivalent to 10% and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Podium - 1;
 - Rs. 5,69,918/- (Rupees Five Lakh Sixty Nine Thousand Nine Hundred Eighteen only) equivalent to 5% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Plinth;
 - Rs. 3,41,950/- (Rupees Three Lakh Forty One Thousand Nine Hundred Fifty only) equivalent to 3% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of 1st Slab;
 - Rs. 3,41,950/- (Rupees Three Lakh Forty One Thousand Nine Hundred Fifty only) equivalent to 3% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of 4th Slab;
 - Rs. 3,41,950/- (Rupees Three Lakh Forty One Thousand Nine Hundred Fifty only) equivalent to 3% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of 7th Slab;
 - Rs. 3,41,950/- (Rupees Three Lakh Forty One Thousand Nine Hundred Fifty only) equivalent to 3% of the Sale Price and applicable service tax/ GST and other taxes to be paid on completion of 0th Slab;
 - Rs. 3,41,950/- (Rupees Three Lakh Forty One Thousand Nine Hundred Fifty only) equivalent to 3% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of 13th Slab;
 - Rs. 3,41,950/- (Rupees Three Lakh Forty One Thousand Nine Hundred Fifty only) equivalent to 3% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of 13th Slab;



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(Signature of Promoter)

(Signature of Purchaser/s)

applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of 16th Slab;

- l. Rs. 3,41,950 /- (Rupees Three Lakh Forty One Thousand Nine Hundred Fifty only) equivalent to 3% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of 19th Slab;
- m. Rs. 4,55,933 /- (Rupees Four Lakh Fifty Five Thousand Nine Hundred Thirty Three only) equivalent to 4% of the Sale Price and applicable service tax/ GST and other taxes to be paid on completion of the 1st Slab;
- n. Rs. 2,27,966 /- (Rupees Two Lakh Twenty Seven Thousand Nine Hundred Sixty Six only) equivalent to 2% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of wall and Internal Plastering work of Flat;
- o. Rs. 2,27,966 /- (Rupees Two Lakh Twenty Seven Thousand Nine Hundred Sixty Six only) equivalent to 2% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of flooring of Flat;
- p. Rs. 1,13,983 /- (Rupees One Lakh Thirteen Thousand Nine Hundred Eighty Three only) equivalent to 1% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Door or Windows of Flat;
- q. Rs. 4,55,933 /- (Rupees Four Lakh Fifty Five Thousand Nine Hundred Thirty Three only) equivalent to 4% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Staircase, Lift Shafts and Lobby;
- r. Rs. 1,13,983 /- (Rupees One Lakh Thirteen Thousand Nine Hundred Eighty Three only) equivalent to 1% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Sanitary, Electrical and Water supply work of Flat;
- s. Rs. 3,41,950 /- (Rupees Three Lakh Forty One Thousand Nine Hundred Fifty only) equivalent to 3% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of External Plastering and Elevation;
- t. Rs. 2,27,966 /- (Rupees Two Lakh Twenty Seven Thousand Nine Hundred Sixty Six only) equivalent to 2% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of External Plumbing and Terrace with water proofing;
- u. Rs. 4,55,933 /- (Rupees Four Lakh Fifty Five Thousand Nine Hundred Thirty Three only) equivalent to 4% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Plinth Protection, Paving of Areas and Entrance lobby;
- v. Rs. 4,55,933 /- (Rupees Four Lakh Fifty Five Thousand Nine Hundred Thirty Three only) equivalent to 4% of the Sale Price and



Rs. 2,27,966 /-	(Rupees Two Lakh Twenty Seven Thousand Nine Hundred Sixty Six only)	equivalent to 2% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of External Plumbing and Terrace with water proofing;	2008
Rs. 4,55,933 /-	(Rupees Four Lakh Fifty Five Thousand Nine Hundred Thirty Three only)	equivalent to 4% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Plinth Protection, Paving of Areas and Entrance lobby;	2008

(Signature of Promoter)

(Signature of Purchaser/s)

applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of water pumps, Electrical fitting, Electro, Mechanical and Environment requirement.

w. Rs. 2,27,966/- (Rupees Two Lakh Twenty Seven Thousand Nine Hundred Sixty Six only) equivalent to 2% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Lift;

x. Rs. 5,69,926/- (Rupees Five Lakh Sixty Nine Thousand Nine Hundred Twenty Six only) equivalent to 5.0% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters at the time of receipt of Occupation Certificate;

Time for payment of each installment is the essence of the contract.

The Purchaser/s hereby agree, confirm and undertake that an intimation forwarded by the Promoter, that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is completed. The aforesaid installments shall be paid within 10 (ten) days from the receipt of such intimation. However, it is agreed that non receipt of such intimation requiring such payment shall not be a plea or an excuse by the Purchaser/s for non-payment of any amount or amounts.

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

3.8 The Purchaser/s shall make all payments of the Sale Price due and/or payable to the Promoter through an account payee cheque / demand draft / pay order / ~~any other instrument drawn in favour of "Neepa Real Estates Private Limited"~~ in favour of "Neepa Real Estates Private Limited". In case of any financing arrangement entered by the Purchaser/s with any financial institution with respect to the said Flat, the Purchaser/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such amounts towards Sale Price due and payable to the Promoter through an account payee cheque / demand draft / wire transfer / any other instrument drawn in favour of "Neepa Real Estates Private Limited". Any payments made in favour of ~~any other account other than mentioned hereinabove shall not be treated as~~ payment towards the said Flat and shall be construed as a breach on the part of the Purchaser/s, in which event without prejudice to the right of the Promoter to charge interest at the Interest Rate on the amounts due, the Promoter shall be entitled to terminate this Agreement and forfeit 10% of the Sale Price along with brokerage charges (if any) as reasonable, pre-estimated, genuine and agreed liquidated damages and return balance (if any) to the Purchaser/s within 30 (thirty) days from the date of such termination of the Agreement.

3.9 The Sale Price is exclusive of all taxes, levies, duties, cesses etc. In Addition to the Sale Price, the Purchaser/s shall pay all other amounts mentioned herein including the amounts mentioned in Clause 14 hereinafter. Any of the

(Signature of Promoter)

(Signature of Purchaser/s)

taxes including Service Tax and/or Value Added Tax (VAT) and/or GST, levies, duties, cesses etc. (whether applicable/payable now or become applicable/payable in future), whether on Sale Price or on other amounts payable under the Agreement, shall be borne and paid by the Purchaser/s alone and the Promoter shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof.

3.10 The Purchaser/s have simultaneously with the execution of these presents paid to the Promoter being 1% VAT payable on this Agreement as per the present laws. The Purchaser/s agree/s, undertake/s and covenant/s to make payment of VAT as may be applicable from time to time.

3.11 The Purchaser/s are aware that as per present statute, Service Tax / GST are leviable/applicable on the Sale Price payable hereunder and consequently the amount of each installment payable by the Purchaser/s to the Promoter in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser/s hereby undertake(s) to pay the amount of the Service Tax/GST along with each installment from the effective date and further shall not dispute or object to payment of such statutory dues. The Promoter shall not be bound to accept the payment of any installment unless the same is paid alongwith the amount of Service Tax/GST applicable thereon and the Purchaser/s shall be deemed to have committed default in payment of amount due to the Promoter hereunder; if such payment is not accompanied with the applicable Service Tax/GST. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government or any other taxes become payable hereafter on the amounts payable by the Purchaser/s to the Promoter in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Purchaser/s shall be solely and exclusively liable to bear and pay the same and the Purchaser/s do and do hereby agree and undertake to indemnify and keep indemnified the Promoter and its successors-in-title and assigns in respect thereof.

3.12 The Purchaser/s further agree/s, undertake/s and covenant/s that, the payment of installments of Sale Price and Service Tax/GST, the amount of the amount paid by the Purchaser/s shall deduct TDS (presently at the rate of 1% of the amount paid) as may be applicable from time to time. The Purchaser/s agree/s in making payment of each installments and Service Tax/GST, on or before the day of the next month, shall file required forms with the Income Tax Authority in the prescribed format and on or before 22nd day of the month in which respectively forms is/are filed, shall furnish challan to the Promoter. The Purchaser/s is/are aware that the time to make the payment of installments and service tax/GST and all other taxes as mentioned in above is the essence of contract and in event of delay on part of the Purchaser/s to make the payment of any (including delivering challan/certificate thereof), then without prejudice to right of the Promoter to cancel and terminate this Agreement, the Purchaser/s shall be liable to pay interest at the Interest Rate to the Promoter on all delayed payments from the due date till the date of realization thereof.

3.13 The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser/s by discounting such early payments at the rate of ___ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/s by the Promoter.

4. VOLUNTARY CANCELLATION BY PURCHASERS

(Signature of Promoter)

(Signature of Purchaser/s)



4.1 In the event, the Purchaser/s desire/s to cancel the allotment of said Flat for any reason whatsoever (save and except in case the Promoter fails to offer possession of the Flat in terms of this Agreement), then Promoter shall be entitled to forfeit the amounts equivalent to 10% (ten per cent) of the Sale Price and the Purchaser/s shall not be entitled to such amount paid by him/her/them to the Promoter. The Purchaser/s shall also have to bear and pay to the Promoter, at the time of cancellation, the brokerage charges (if the said Flat is purchased through the broker) which brokerage shall not be liable already paid by the Promoter to the broker. The Promoter shall not be liable to refund Service Tax, VAT, GST and all other taxes paid or payable on this Agreement and/or on the Sale Price and/or interest and/or otherwise. It is agreed by and between the parties that all the amounts due and payable by the Purchaser/s, as specified hereinabove, shall be deducted from the amount received by the Promoter from the Purchaser/s till the time of such cancellation. The Promoter shall return the balance amount from the Sale Price (if any) to the Purchaser/s within 30 (thirty) days from the date of such cancellation.

5. **FULL AGREEMENT**

5.1 The Parties hereto confirm that this Agreement constitutes the full agreement between the Parties hereto and supersedes all previous agreements, arrangements, understanding, writings, allotment, letters, brochures and/or other documents entered into, executed and/or provided.

6. **PARKING SPACES AND BALCONY**

6.1 The Purchaser/s is/are aware that the said Parking Spaces and Balcony are provided by the Promoter to the Purchaser/s without consideration. However, the Purchaser/s will be bound to abide with the rules and regulations as may be framed in regard to the Parking Spaces by the Promoter and/or the Society to be formed by all the purchasers of Flats in the respective building/wing and shall pay such outgoings in respect of the Parking Spaces and Balcony as may be levied by such Society to be formed by them.



The Purchaser/s herein agree/s and confirm/s that Parking Spaces shall be used for parking of the motor vehicles only and Balcony shall be used for lawful purpose and for no other purpose and that no alteration and/or modification and/or construction of any nature shall be carried out in the Parking Space/s and Balcony;

6.4 The Purchaser/s herein agree and confirm that he/she/they shall not raise any objection to the designations/selections of parking done/to be done by the Promoter for other purchaser/s and accepts the designation of the Parking Space/s allotted to the Purchaser/s herein:

	EVENT OF DEFAULT AND CONSEQUENCES The Promoter shall be entitled (but not obliged) to terminate this Agreement on the happening of any of the following events ("Events of Default"):
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i. If the Purchaser's delays or commits default in making payment of any of the amounts and/or installments of any amount payable under this Agreement or otherwise:

(Signature of Promoter)

(Signature of Purchaser/s)

- ii. If the Purchaser/s commits breach of any of the terms, conditions, covenants and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, I.O.A., C.C. and/or any other sanction, permission, approvals, undertakings, writings and affidavits etc.;
- iii. If the representation, declarations and/or warranties etc. made by the Purchaser/s in the present Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Purchaser/s is untrue or false;
- iv. If the Purchaser/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up;
- v. If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Purchaser/s or in respect of all or any of the assets and/or properties of the Purchaser/s.
- vi. If the Purchaser/s have received any notice from the Government in India (either Central, State or Local) or foreign Government for the Purchaser/s involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him / her / them.
- vii. If the Purchaser/s carries out any structural alteration and/or addition in respect of the Said Flat or said Building or any part thereof;
- viii. If the Purchaser/s fails to make payment of any outgoing/s, taxes, maintenance charges etc. in respect of the said Flat or any part thereof;

7.2 On happening or occurring of any of the Event of Default, the Promoter shall without prejudice to all other rights that the Promoter may have against the Purchaser/s either under this Agreement, or in law or otherwise, the Promoter shall give 30 (thirty) days notice to the Purchaser/s to rectify/remedy such breach and during the notice period, the Purchaser/s shall be liable to pay interest at the Interest Rate on the due and payable amount. If the Purchaser/s fails to rectify/remedy the breach within notice period, then the Promoter shall be entitled (but shall not be obliged) to (i) forthwith terminate this Agreement ("Termination Date") and (ii) forfeit/deduct all amounts mentioned in Clause 4.1 above and balance if any, shall be refunded to the Purchaser/s without any interest within 30 (thirty) days from the Termination Date. It is further clarified that any profit arising from sale of the said flat to the new purchaser/s shall be of the Promoter and the Purchaser/s shall have no claim against the same. If for making payment of the Sale Price the Purchaser/s has/have availed loan from financial institutions, banks or other institutions against the security of the said Flat then the same shall be subject to the consent and approval of the Promoter. In the event of the Purchaser/s committing default of the payment of the installments of the Sale Price or otherwise and in the event of the Promoter exercising their right to terminate this Agreement, the Purchaser/s shall and hereby undertake to clear the mortgage debt outstanding at the time of such termination. The Purchaser/s at his/her/their own cost and expenses, shall obtain necessary lettering due certificate from such financial institution, banks etc. stating that the Purchaser/s has/have cleared the mortgage/debt/charge within 15 days from the Termination Date. On receipt of such letter/no due certificate from the financial institution, banks etc. the Purchaser/s shall be entitled to the refund of the amount (if any). However, the Promoter shall directly pay the amount payable to the financial institution, bank, their employer or other such institutions by the Purchaser/s from the balance amount standing to the credit



(Signature of Promoter)

(Signature of Purchaser/s)

DATE	19/08/2024
SIGNATURE	[Signature]
NAME	[Name]
DESIGNATION	[Designation]

of the Purchaser/s with the owner (if any) towards the said Flat and (paid by him/her/them to the Promoter towards the Sale Price) to the extent so as to clear the mortgage/debt/charge on the said Flat. Only on receipt of such letter of clearance of mortgage debt from such bank, financial institution etc. the Purchaser/s shall be entitled to the refund of the balance amount standing credited to the account of the Purchaser/s (if any) with the Promoter towards the said Flat. Notwithstanding all that is stated hereinabove, it shall always be obligatory on the part of the Purchaser/s to pay the installments of the consideration amount as and when due under the terms of this Agreement and the Purchaser/s shall duly and promptly pay the installments of the consideration amount irrespective of the fact that the Purchaser/s has/have applied for the loan to such financial institution, banks, their employers or such other institution and irrespective of the fact that the said loans are being under process and sanction awaited and/or is rejected. The Purchaser/s shall not be permitted to raise any contention in respect of his/her/their failure to pay the installments of the consideration amount on time and on the due dates on the basis that the Purchaser/s has applied for loan to such financial institution, banks, their employers or such other institutions and that the same are under process of disbursement or that the said loan application of the Purchaser/s is rejected. In the event of the failure of the Purchaser/s to pay the installments of the consideration amount the Promoter shall be entitled to enforce its rights as mentioned herein. In case, there shall be default in this regard, the Purchaser/s shall forthwith on demand pay to the Promoter his/her / their proportionate share to make up such deficit.

7.3 Notwithstanding anything contrary contained herein, in case the Purchaser/s fail or are otherwise unable to make payment of any of the amounts and/or installments of any amount payable under this Agreement or otherwise, to the Promoter, then the Promoter shall without prejudice to any other rights or remedies that it may have against the Purchaser/s, including the right to renege and forfeit the amounts as mentioned in Clause 7.2 from the Sale Price and put an end to this Agreement as mentioned herein, and be entitled to receive and recover from the Purchaser/s and the Purchaser/s shall pay to the Promoter interest on all outstanding payment at the Interest Rate from the due date till the date of realization thereof.



8.1 RIGHTS IN THE SAID FLAT AND COMMON AREA

It is expressly agreed that the right of the Purchaser/s under this Agreement or otherwise shall always be restricted to the said Premises only, and such right will accrue to the Purchaser/s only on the Purchaser/s making payment of all the amounts including the Sale Price to the Promoter strictly in accordance with this Agreement and only on the Purchaser/s performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof. All other unsold flats/units, car parking, portion or portions of the said Building and/or Vasanti Oasis Project including Common Areas and Amenities of the Building and Vasanti Oasis Project Common Area and Premises shall always be the sole and absolute property of the Promoter till that time of the said Building (excluding PPL Area and Property of Apex Body) is transferred to the Society. The Purchaser/s hereby confirms and consents that the irrevocable, absolute and unfettered right of the Promoter to develop, sub-develop and/or assign their rights, give on lease, sub-lease, and/or deal with and dispose off all other unsold flats/units and car parks and portion or portions of the said Building, in the manner deemed fit by the Promoter without any consent or concurrence of the Purchaser/s or any other person. The Purchaser/s are aware that recreational facilities, which

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(Signature of Promoter)

[Signature]
(Signature of Purchaser/s)

may be made available for the use and enjoyment of the Purchaser/s shall also be available to the holders of various premises in the said Building alongwith the users / occupiers of other flats/units/shops/ premises of Vasant Oasis Project.

8.2 With regards to the Common Areas and Amenities of the said Building described in the Fourth Schedule hereunder written and Public Parking Area, it is agreed that:-

- i. the Promoter shall always be the owner and will have all the rights, title, interest in respect of the common areas; and will be entitled to deal with and dispose off the same in such manner as the Promoter may deem fit till said Building is transferred unto the Society;
- ii. the Purchaser/s will not have any right, title, interest etc. in respect of the Public Parking Area and the Promoter shall be entitled to handover the Public Parking Area to MCGM and extract/avail all benefits, entitlement etc. thereto without any consent, concurrence and/or recourse to the Purchaser/s.
- iii. the Purchaser/s shall only be permitted to use the Common Areas and Amenities of the Building on such terms and conditions as the Promoter/Society may deem fit.

8.3 With regards to Vasant Oasis Project Common Areas and Amenities is described in the Third Schedule hereunder written, it is agreed that:-

- a. the Promoter shall always be the owner and will have all the rights, title, interest in respect of the said common areas, and will be entitled to deal with and dispose off the same in such manner as the Promoter may deem fit till Property of Apex Body (defined below) is transferred unto the Apex Body.
- b. the Purchaser/s will not have any right, title, interest etc. in respect of the Public Parking Area and the Promoter shall handover the Public Parking Area to MCGM and extract/avail all benefits, entitlement etc. thereto without any consent, concurrence and/or recourse to the Purchaser/s.;
- c. the Purchaser/s shall only be permitted to use the Vasant Oasis Project Common Areas and Amenities on such terms and conditions as the Promoter and/or Society may deem fit.

8.4

The Promoter are retaining with themselves full rights for the Vasant Oasis Project providing separate ingress or egress to all the occupants/allottees/purchasers of the Vasant Oasis Project and the said Larger Property as shown on the proposed layout plan annexed as Annexure "C" hereto and earmarked therein separately and individually and separate ingress or egress for Public Parking to be handed over to MCGM shall be provided to the occupants/users of MCGM in the manner as shown on the proposed layout plan annexed as Annexure "C" hereto and as agreed and decided by the Promoter and also separate ingress or egress for Commercial Premises shall be provided to the occupants/users/shop owners of such commercial premises and their customers in the manner as shown on the proposed layout plan annexed as Annexure "C" hereto and as agreed and decided by the Promoter and the Purchaser/s herein unequivocally and irrevocably consents / agrees not to raise any objection or dispute in regards to the same now or any time in the future and the Purchaser/s acknowledges that hardship and/or loss caused to the such time and undertakes expressly never to object to the same. २०१९

8.5 The Common Areas and Amenities of the Building shall be used only by the occupants of the said Building. The Vasant Oasis Common Areas and

(Signature of Promoter)

(Signature of Purchaser/s)



Amenities shall be used by all the occupants/owners of flats/units/premises/shops of Vasant Oasis Project.

9. SOCIETY AND TRANSFER

9.1 The Promoter, in accordance with RERA Act and RERA Rules and at the cost and expenses of the purchaser/s of the flats in the said Building (including Common Areas and Amenities of the said Building, excluding Public Parking Area and Property of Apex Body), shall form and register separate co-operative housing society/s under the Maharashtra Co-operative Societies Act 1960 in respect of the said Building to be known by such name as the Promoter may decide (comprising of holders/allottees/purchasers of premises/flats shall hereinafter be referred to as the "said Society"). The Purchaser/s shall join in forming and registering the Society of the said Building in which the said Flat is agreed to allotted and to be known by such name as the Promoter may decide and for this purpose also from time to time, the Purchaser/s shall sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable the Promoter to register the organization of the purchaser/s of the flats of said Building. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies, as the case may be, or any other Competent Authority.

9.2 It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold flats, car parking spaces etc. in the said Building shall at all times be and remain the absolute property of the Promoter and the Promoter may if it so desires, become member of the Society in respect thereof, and the Promoter shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Purchaser/s herein, nor the Society shall object to or dispute the steps taken by the Promoter in intimating to the Society, the name or names of the purchaser/s or acquirers of such unsold flats, premises, etc., the Society shall forthwith accept and admit such purchaser/s and acquirer/s as their members/ shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof including any amount collected by Promoter from such purchaser/s towards charges, development charges, legal charges etc. as mentioned in Clause 14 below. It is further clarified that for sale of such premises, Promoter shall not be liable to take any permission/consent of the Society

9.3 The Purchaser/s shall pay to the Promoter/Society the proportionate share of the Municipal tax, water charges, maintenance charges, outgoings and all other rent, rates and taxes in respect of the said Premises immediately on taking possession of the said Flat.

9.4 The Promoter have informed to the Purchaser/s and the Purchaser/s is/are aware that the Promoter after all flats /units/premises etc. are sold in the particular building and sale proceeds are received in respect thereof and at the cost and expenses of the purchaser/s of the flats/shops/units/premises etc. in respective building shall form and register separate co-operative society/s

(Signature of Promoter)

(Signature of Purchaser/s)

the provisions of the Maharashtra Cooperative Societies Act 1960 or a company which shall be incorporated under the provisions of the Companies Act 2013 and the Promoter shall incorporate the Apex Body as per its discretion.

10.2 The Purchaser/s shall make his/her/their contribution as may from time to time be required to be made to the Society in which the said Flat is agreed to be allotted for enabling such Society to pay its contribution to the Apex Body for the aforesaid purpose.

10.3 The Purchaser/s shall at the time of taking possession of the said Flat from the Promoter, shall pay to the Promoter an amount as specified at serial no. 7 and 8 in table provided in Clause 14.1 below which will be held by the Promoter as deposits till the Apex body is formed, constituted and registered. On formation and registration of the Apex Body, the said deposits shall be handed over to the Apex body. The said deposits shall be used as corpus fund, interest thereon earned whereon shall be utilized by the Promoter/Apex Body for maintenance and management of the infrastructure and Vasant Oasis Project Common Areas and Amenities. It is however agreed that the Purchaser/s shall nevertheless also be strictly liable to pay monthly contributions to his/her/their proportionate shares to Society as may be determined by his/her/their Society to be paid to Apex Body as aforesaid. The Purchaser/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever otherwise interest at the rate of 1.5% per month will be charged. The right of Promoter to charge the said interest is without prejudice to their rights including right to terminate this Agreement, levy cancellation charges etc.

10.4 The Apex Body shall have a committee of its own formed of the representatives of such society in Vasant Oasis Project constructed on the Vasant Oasis Land. After the election/nomination of 2 (two) representatives of the Society, each of the Society, the said representative so elected/nominated shall hold office as office bearers of committee of Apex Body for a period of three years and shall exercise full powers and discretion as stated herein above shall have full power, absolute control and discretion as regards the maintenance and management of the infrastructure, common area facilities of Vasant Oasis Project without any kind of interference in any manner whatsoever from any of the society. The Apex Body shall frame such rules, regulations and bye laws for the maintenance/ management of the infrastructure, common area and facilities and the same shall have a binding effect and full force against the Society including its members and others as aforesaid. Any violation of the said rules, regulations, guidelines or bye laws as framed by the Apex Body or by the Society shall be liable to such action as stated in the said rules, regulation, and bye laws as the Apex Body may determine from time to time. The Apex Body shall be constituted under the guidelines to be framed by the Promoter and the Apex Body shall maintain, govern and administer the infrastructure and common areas of Vasant Oasis Project on the basis of such guidelines. The Apex Body shall unconditionally accept and adopt such guidelines as framed by the Promoter. It is clarified that the Apex Body/Promoter may charge additional charges/fees for maintaining Vasant Oasis Project over and above maintenance charges of infrastructure, common areas and facilities. The Purchaser/s hereby unconditionally and irrevocably agree/s and undertake/s to make payment of such amounts as and when demanded by the Apex Body/Promoter.



10.5 The Purchaser/s hereby unconditionally and irrevocably agree and undertake that he/she/they shall have no right to claim refund of deposit paid for the

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(Signature of Promoter)

Handwritten signature of the purchaser/s.

(Signature of Purchaser/s)

Apex Body nor will the said deposit be allowed to be set of or adjusted against any other amount or amounts payable by the Purchaser/s in any manner whatsoever. The Purchaser/s has entered into this Agreement after having understood the above arrangement and the Purchaser/s shall not be permitted to question or in any way dispute the said arrangement as stated hereinabove or with regard to the constitution and formation of the Apex Body and the said arrangement shall be final and binding on the Purchaser/s. It is further agreed accepted and confirmed by the Purchaser/s that until the Apex Body is formed and constituted for the maintenance and management of the infrastructure, common area and facilities of Vasant Oasis Project as mentioned hereinabove, the Promoter shall have full power, control and absolute authority to manage and maintain the infrastructure, common area and facilities of Vasant Oasis Project in the manner they may deem fit and for that purpose, the Promoter shall be entitled to lay down such terms and conditions as regards payment by the purchaser/s of flats in each building/wing of Vasant Oasis Project in respect of the monthly maintenance charges or otherwise to enable the Promoter to effectively maintain the infrastructure, common area and facilities of Vasant Oasis Project. The Purchaser/s has/have hereby agreed to abide by the terms as laid down by the Promoter and the Purchaser/s shall have no right to question and dispute the decision of the Promoter in regard to their powers and authorities for maintaining the infrastructure, common area and facilities. In the event of the Purchaser/s failing to abide by the terms and conditions as laid down by the Promoter, the same shall be deemed as a breach of the terms of this Agreement and thereupon, the Promoter shall have the right to exercise the remedies under the law and as per the terms of this Agreement.

10.6 The Promoter, at the costs and expenses of purchasers of flats, shops, premises, units etc. of Vasant Oasis Project, shall execute a Deed of Conveyance cum Assignment of Vasant Oasis Land, Common Area, Vasant Oasis Project Common Areas and Amenities more particularly described in Third Schedule hereunder written (excluding PPL Area and super structure of the buildings already conveyed to each society) (hereinafter referred to as "Property of Apex Body") in favour of the Apex Body. Further the Promoter shall execute such Deed of Conveyance cum Assignment Promoter have;

- (i) utilized, consumed, loaded etc. entire FSI Transferable Development Rights ("TDR") development of said Larger Property;
- (ii) completed the construction and development of Vasant Oasis Project in all aspects and also development of the anti-Property;
- (iii) received all the amounts from the purchaser/s of flats/shops/units car parking space/s in Vasant Oasis Project including the Sale Price from the Purchaser/s hereof;

and till then, the Promoter shall not be bound, liable, required and/or called upon to execute any document in favour of the said Apex Body and the Purchaser/s agree/s and irrevocably consent/s not to dispute or objection in that behalf.

10.7 The Purchaser/s shall at no time demand partition of the said Building and/or said Property etc. and/or his/her/their interest, if any therein and the same shall never be partitioned.

10.8 All costs, charges and expenses to be incurred in connection with the formation of Apex Body as well as the costs of preparing, engrossing,



Apex Body and the Purchaser/s shall not have any demand or dispute or objection in that behalf.

(Signature of Promoter)

(Signature of Purchaser/s)

stamping and registering all deeds, documents required to be executed by the Promoter, as well as the entire professional costs of the attorneys of the Promoter for preparing and approving all such documents shall be borne and paid proportionately by all the holders/allottees/purchasers of the flats/premises etc. in all the buildings/wings of Vasant Oasis Project. The Promoter shall not be liable to contribute anything towards such expenses.

10.9 It is agreed that one month prior to the execution of agreements/documents in favour of Apex Body, the Purchaser/s shall pay to the Promoter, the Purchaser's share of stamp duty and registration charges payable, if any, on the execution of agreement or any document or instrument of conveyance in respect of Property of Apex Body and in favour of Apex Body. The Purchaser/s alone will be responsible for consequences of insufficient and/or non-payment of stamp duty and registration charges on this Agreement and/or all other documents etc.

10.10 The Purchaser/s and the person/s, to whom the said Flat is permitted to be used shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Promoter or the said Apex Body may require for safeguarding the interest of the Promoter and/or the Purchaser/s and other purchasers.

11. PROJECT

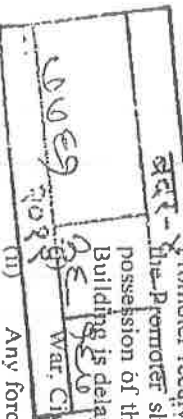
11.1 The name of the said Building shall always be "Dunier" and name of entire residential cum commercial comprising of 20 (twenty) residential cum commercial buildings/wings/structures to be constructed on Vasant Oasis Land along with Vasant Oasis Project Common Areas and Amenities shall always be "Vasant Oasis" or such other name as may be confirmed by the Promoter and this name shall not be changed without the written permission of the Promoter.

11.2 The Purchaser/s expressly agreed that the said Flat contains specifications, fixtures, fittings and amenities as set out in the Fifth Schedule hereunder written and the Purchaser/s confirms that the Promoter shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said Flat.

12. POSSESSION DATE DELAY AND TERMINATION

12.1 The Promoter shall complete the construction of the said Flat and offer possession thereof to the Purchaser/s by **DECEMBER 2021** ("the said Date"). If the Promoter fail and/or neglect to offer possession of the said Flat to the Purchaser/s on the said Date on account of reasons beyond their control, then Promoter shall be liable, on demand, refund to the Purchaser/s the amounts already received by the Promoter from the Purchaser/s in respect of the said Flat with interest at the Interest Rate calculated from the date the Promoter received such amount and till such amount is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for offering possession of the said Flat to the Purchaser/s, if the completion of the said building is delayed on account of:

- (ii) War, Civil Commotion and/or act of God;
- (iii) Any force majeure events;
- (iii) Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority;



(Signature of Promoter)

(Signature of Purchaser/s)

- (iv) Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority;
- (v) Any other circumstances that may be deemed reasonable by the Authority;
- (vi) Any delay in procurement/grant of any permission, certificate, consent and/or sanction from MCGM, statutory and other concerned authorities.

12.2 The Purchaser/s shall make payment of the installments mentioned hereinafter along with all the other amounts including amounts mentioned as mentioned in Clause 14 below. The Promoter, upon receipt of Occupation Certificate of the said Flat from the competent authority, and subject to the Purchaser/s observing and performing all the terms and conditions of this Agreement (including timely payment of all amounts due and payable under these presents), shall send a written notice to the Purchaser/s ("Possession Notice") to occupy the said Flat within 30 (thirty) days from the date of such notice. The Purchaser/s shall occupy the said Flat within 30 (thirty) days of the Promoter giving Possession Notice to the Purchaser/s intimating that the said Flat is ready for use. In the event the Purchaser/s fails and/or neglects to take possession within the specified period, it shall be deemed that the Purchaser/s has/have taken possession from the date of Possession Notice and that date shall be deemed to be the "Date of Possession" and all obligations of the Purchaser/s related to take possession of the said Flat shall be deemed to be effective from the Date of Possession.

12.3 On and from 30 (thirty) days from the date of receipt of Possession Notice or possession being taken by the Purchaser/s (whichever is earlier), the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect of the said Property or part thereof (as the case may be) and the said Building namely local taxes, betterment charges or ~~other~~ ^{water charges, sewer charges, bill collectors, electricity, lift, other} levies by the concerned local authority and/or Government, ~~water, electricity, lift, other~~ ^{bill collectors, sewer charges, electricity, lift, other} insurance, common light, repairs and salaries of clerks, ~~and incidental to the~~ ^{management and maintenance of the said Property including Common Area} chowkidars, sweepers and all other expenses necessary and incidental to the and Amenities of the said Building and Vasant Oasis, Project ~~Common Area~~ ^{Common Area} and Amenities. Until Apex Body is formed and the Deed of Conveyance cum Assignment of the Property of Apex Body is executed and registered in favour of Apex Body as mentioned in Clause 10.6 above, the Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter from time to time. At the time of handing over possession of the said Flat, the Purchaser/s shall pay to the Promoter the amounts as mentioned in Clause A.11.14 by way of deposit for payment of such outgoings. The monthly outgoings payable in respect of the said Premises shall be calculated as per the norms stipulated by MCGM at the time of possession. The amounts so paid by the Purchaser/s to the Promoter shall not carry any interest and remain with Promoter until Deed of Conveyance cum Assignment of Property of Apex Body is executed and registered in favour of the Apex Body as mentioned in ~~Clause 10.6 above. The~~ ^{this Agreement shall be} aforesaid deposits (less deduction provided for in ~~the~~ ^{the} Deed of Conveyance cum paid over by the Promoter to the Organization and Apex Body (as the case may be):

12.4 If the Promoter fail(s) to offer the possession of the said Flat to the Purchaser/s on or before Possession Date, (save and except for the reasons as stated in Clause 12.1), then the Purchaser/s shall be entitled to either of the following:

100%	90%	95%

(Signature of Promoter)

(Signature of Purchaser/s)



shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the Vasant Oasis Project, said Building and in case any damage is caused to the Vasant Oasis Project, said Building on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs.

(iii) Not to change the user of the said Flat and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Flat and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.

(iv) Not to demolish or cause to be demolished the said Flat or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Flat or any part thereof and keep the portion, sewers, drains, pipes in the said Flat and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said Building.

(v) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Building and not cover/enclose the planters and service ducts or any of the projections from the said Flat, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, partitions or other structural members in the said Flat without the prior written permission of the Promoter, nor do / cause to do any hammering for whatsoever use on the external / dead walls of the said Building or do any act to affect the F.S.I potential of the said Property.

(vi) Not to affix any fixtures or grills on the exterior of the said Building and/or Vasant Oasis Project for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Flat. The standard design for the same shall be obtained by the Purchaser/s from the Promoter and the Purchaser/s undertakes to not fix any grill having a design other than the standard design approved by the Promoter.

(vii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property / said Building / Vasant Oasis Project / Vasant Oasis Land or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.

(viii) Not to delay / default in payment of the amounts to be paid to the Promoter in addition to the amounts collected in Clause 14.1 above and pay within 10 days of demand by the Promoter, their share of security deposit demanded by any concerned local authority or government, M.C.C.M. for giving water, gas connection or any electric supply company for giving electricity or any other service connection to the said Building.

(ix) Not to delay / default in payment of increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority from time to time.

(x) Not to transfer or assign the Purchaser's right, interest or benefit under this Agreement and / or let, sub let, sell, mortgage and / or



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(Signature of Promoter)

(Signature of Purchaser/s)

otherwise transfer, assign or part with occupation or give on leave and license, care taker, paying guest or tenancy basis or induct any person/s into or part with the said Flat without the prior written consent of the Promoter / organizations of respective tower out of the Sale Buildings / Apex Body. Such consent, if granted shall be subject to the terms and conditions imposed and stipulated by the Promoter herein.

(xi) Shall not violate and shall abide by all rules and regulations framed by the Promoter / its designated Project Manager or by the Society / Apex Body, for the purpose of maintenance and up-keep of the said Building/Vasant Oasis Project and in connection with any interior / civil works that the Purchaser/s may carry out in the said Flat.

(xii) Shall not violate and shall observe and perform all the rules and regulations which the Society/Apex Body may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building/Vasant Oasis Project and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupations and use of the said Flat in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

(xiii) Shall not do or permit or suffer to be done anything in or upon the said Flat or any part of the said Building which is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet of comfort of the occupants of adjoining premises or the neighbourhood provided always that the Promoter shall not be responsible to the Purchaser/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or interference whatsoever caused by the occupant/s of the adjoining premises of the said Building and the Purchaser/s shall not hold the Promoter so liable;



(xiv) Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Premises or in or on the common stairways, ~~stairways~~ and passageways in and of the said Building.

(xv) Shall never in any manner enclose any balcony/chailla/flower beds/pocket terrace/s and other areas to be kept ~~open to all members of the society~~ including installing any temporary or part shed ~~or enclosure and shed and keep the same~~ not include the same in the said Premises and shall have the right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Purchaser/s and also to recover costs incurred for such demolition and reinstatement of the said Premises to its original state.

balcony/chailla/flower beds/pocket terrace/s and other areas to be kept open to all members of the society	BEU
including installing any temporary or part shed or enclosure and shed and keep the same	

(Signature of Promoter)

(Signature of Purchaser/s)

(xvi) Not to permit any person in the employment of the Purchaser/s (such as domestic help, drivers, cleaners etc.) to sleep and / or occupy the common area of the said Building such as passage, lobby, stair case and / or any part of the said Property and/or Vasant Oasis Land.

Breach of any of these conditions shall cause this Agreement, ipso facto, to come to an end and notwithstanding anything contained to the contrary herein and without prejudice to all other rights that the Promoter may have against the Purchaser/s either under this Agreement or otherwise, the Promoter shall have the right to terminate this Agreement on the breach of the aforesaid conditions.

15.2 In addition to the aforesaid conditions, the Purchaser/s further binds himself/herself/themselves in respect of the said Premises and covenants as under:

(i) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises into the compound or the refuge floor or any portion of the said Property / said Building / Vasant Oasis Project / Vasant Oasis Land. If the Purchaser/s or members of his/her/their family or any servant or guest of the Purchaser/s commits default of this sub clause then the Purchaser/s shall immediately rectify the same at his/her/their own costs and expenses.

(ii) Shall not at any time cause or permit any public or private nuisance, or to use the loud speaker etc in or upon the said Premises, said Building or the said Property or Vasant Oasis Project or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Promoter. If the Purchaser/s or members of his/her/their family or any servant or guest of the Purchaser/s commits default of this sub clause then the Purchaser/s shall immediately take remedial action at his/her/their own costs and expenses

Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Premises and/or said Building and/or Vasant Oasis Project nor litter or permit any littering in the common areas in or around the said Premises and/or the said Property and/or Vasant Oasis Project and at the Purchaser's own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Premises and/or said Building and/or Vasant Oasis Project to the requirement and satisfaction of the Promoter and/or relevant government and statutory authorities. If the Purchaser/s or members of his/her/their family or any servant or guest of the Purchaser/s commits default of this sub clause then the Purchaser/s shall immediately take remedial action.



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Shall not do either by himself/hisself or any person claiming through the Purchaser/s anything which may or is likely to endanger or damage the said Building and/or Vasant Oasis Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Building and/or Vasant Oasis Project. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Building and/or Vasant Oasis Project. If the Purchaser/s or members of his/her/their family or any servant or guest of the Purchaser/s commits

(Signature of Promoter)

(Signature of Purchaser/s)

default of this sub clause then the Purchaser/s shall immediately take remedial action

(v) Shall not display at any place in the said Building and/or Vasant Oasis Project any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser/s shall not stick or affix pamphlets, posters or any paper on the walls of the said Building and/or Vasant Oasis Project or common area therein or in any other place or on the window, doors and corridors of the said Building and/or Vasant Oasis Project.

(vi) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Building and/or Vasant Oasis Project or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or dish antenna any other thing whatsoever save and except the name of the Purchaser/s in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter;

(vii) Shall not park at any other place and shall park all vehicles in the allotted/ designated parking lots only as may be prescribed by the Promoter;

(viii) Shall cause the Apex Body to paint the said Building and/or Vasant Oasis Project at least once in every five years maintaining the original colour scheme even after the agreement is executed in favour of the Apex Body.

16. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

16.1 The Promoter hereby represent and warrant to the Purchaser/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate, and subject to the RERA Certificate:

(i) The Promoter have clear and marketable title and has the requisite rights to carry out development upon the said Property and also has actual, physical and legal possession of the said Property along the implementation of the said Building;

(ii) The Promoter have lawful rights and requisite approvals from the competent authorities to carry out development of the said Building and shall obtain requisite approvals from time to time to complete the development of the said Building;

(iii) There are no encumbrances upon the said Building except those disclosed to the Purchaser/s;

(iv) There are no litigations pending before any Court of law with respect to the said Building except those disclosed to the Purchaser/s;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the said Building, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Building, shall be obtained by following due process of law and the Promoter have been and shall,



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(Signature of Promoter)

(Signature of Purchaser/s)

at all times, remain to be in compliance with all applicable laws in relation to the said Building and common areas;

- (vi) The Promoter have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the Promoter are restricted to enter into these presents;
- (vii) At the time of execution of Deed of Conveyance/Lease in favour of the Apex Body, the Promoter shall handover lawful possession of the said Building to the Society;
- (viii) At the time of execution of Deed of Conveyance/Lease of Property of Apex Body in favour of Apex Body, the Promoter shall handover lawful possession of Property of Apex Body to Apex Body;

17. ENTRY IN THE SAID PREMISES

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

18. DEFECT LIABILITY

18.1: Within a period of 5 (five) years from the date of offering possession of the said Premises to the Purchaser/s, the Purchaser/s brings to the notice of the Promoter any structural defect in the said Premises or the said Building or any defects on account of workmanship, quality or provision of service, then, the Promoter, however possible such defects shall be rectified by the Promoter at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter/s, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by the Purchaser/s or directly and/or indirectly attributable to the Purchaser/s and/or other occupants of the said Building.



19. MAINTENANCE CONTRACT

19.1 SAID BUILDING

- (i) The Promoter shall have the right to enter into contract with any third party/agency for the purpose of maintenance and upkeep of the said Building, such decision shall be final and binding until the Deed of Conveyance in respect of the said Building (excluding, podium, basement, PPL Area and Property of Apex Body) is executed in favour of the Society. Thereafter, the Society will undertake to maintain the said Building and every part thereof in the manner as it was handed over save and except normal wear and tear of the property and the Society shall create and maintain a sinking fund for the purpose of such maintenance.

(ii) The Promoter shall have the right to enter into contract with any third party/agency for the purpose of maintenance and upkeep of the Vasant Oasis Project, such decision shall be final and binding until the Deed

(Signature of Promoter)

(Signature of Purchaser/s)

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of Conveyance in respect of the Property of Apex Body is executed in favour of the Apex Body. Thereafter, the Apex Body will undertake to maintain Vasant Oasis Project and every part thereof in the manner as it was handed over save and except normal wear and tear of the property and the Apex Body shall create and maintain a sinking fund for the purpose of such maintenance

20. HOARDINGS AND SIGN BOARDS

20.1 It is expressly agreed that the Promoter shall have an irrevocable right and be entitled to put a hoarding on the said Building/ Vasant Oasis Project or any parts of including on the terrace and/or on the parapet wall and such hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoter are fully authorized to allow temporary or permanent construction or erection for installation either on the exterior of the Building or on Vasant Oasis Project as the case may be and further the Promoter shall be entitled to use and allow third parties to use any part of the Building/Vasant Oasis Project for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipments etc. The Purchaser/s agree(s) not to object or dispute the same. It is further expressly agreed that the Promoter shall have an irrevocable right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Purchaser/s / Organization/Apex Body shall not have any right of be entitled to any of the rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall solely and absolutely belong to the Promoter.

21. TRANSFER

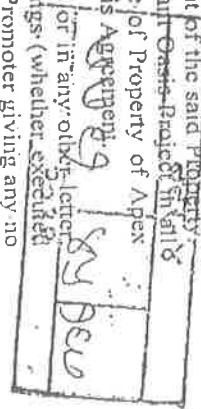
21.1 The Purchaser/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or assign or otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement to any third party or otherwise until all the dues, taxes, deposits, cesses, Sale Price and all other amounts payable to the Purchaser/s to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon, if any. In the event, the Purchaser/s is/are desirous of transferring the said Premises and/or the their rights under this Agreement, then the Purchaser/s shall be required to obtain prior written consent of the Promoter, which consent shall be given to the Promoter, subject to such terms and conditions as the Promoter may deem fit and proper.



22. MORTGAGE

22.1 The Purchaser/s hereby grant/s his/her/their irrevocable consent to the Promoter mortgaging the said Property with the said Building and/or Vasant Oasis Land with Vasant Oasis Project being constructed thereon, to enable the Promoter to augment the funds for the development of the said Property. The Promoter shall clear the mortgage debt of the Vasant Oasis Project in full & respects before the execution of Deed of Conveyance of Property of Apex Body unto the Apex Body in the manner provided in this Agreement.

22.2 Notwithstanding anything contrary to contained herein for in any other letter no objection, permission, deeds, documents and writings (whether executed now or in future by Promoter and notwithstanding the Promoter giving any no objection/permission for mortgaging the said Flat or creating any charge or lien on the said Flat and notwithstanding the mortgages/charges/lien of or on



(Signature of Promoter)

(Signature of Purchaser/s)

the said Flat, the Promoter shall have first and exclusive charge on the said Premises and all the right, title and interest of the Purchaser/s under this Agreement for recovery of any amount due and payable by the Purchaser/s to Promoter under this Agreement or otherwise.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASERS AND SUBSEQUENT PURCHASERS)

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

24. WAIVER

24.1 No forbearance, indulgence or relaxation or inaction by the Promoter at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

24.2 Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Promoter.

SEVERABILITY

Any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder or under other applicable laws, 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 the RERA or the Rules and Regulations made thereunder or the applicable law. In 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.



26. METHOD OF CALCULATION OF PROPORTIONATE SHARE

26.1 Wherever in this Agreement it is stipulated that the Purchaser/s has/have to make any payment, in common with other purchaser(s) in said Building, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/areas/spaces in the said Building.

FURTHER ASSURANCES

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

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27	২৭	২৭
27	২৭	২৭

(Signature of Promoter)

(Signature of Purchaser/s)

28. PLACE OF EXECUTION AND REGISTRATION

- 28.1 The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Purchaser/s, in Mumbai City, after the Agreement is duly executed by the Purchaser/s and the Promoter or simultaneously with the execution of the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.
- 28.2 The Purchaser/s and Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter and Purchaser/s will attend such office and admit execution thereof.
- 28.3 The Purchaser/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for allotment of the said Premises including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Purchaser's account.
29. **INDEMNITY**
- 29.1 The Purchaser/s hereby agrees to indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoter from or due to any breach by the Purchaser/s of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Purchaser/s in complying/performing his/her/their obligations under this Agreement.

30. NOTICE

- 30.1 All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Registered Purchaser/s by Registered Post A.D./Under Certificate of Postage or by hand delivery or by Fax, E-mail to the address of the addressee at their his/her/their address hereinbefore mentioned.
- 30.2 A notice shall be deemed to have been served as follows:
- (i) if personally delivered, at the time of delivery
- (ii) if sent by courier, Registered (Post) A.D. or by Fax, E-mail or by hand delivery to the person receiving the same

31. PAN

- 31.1 For the purposes of this transaction, the details of the PAN of the Promoter and the Purchaser/s are as follows:

(i) Promoter PAN	AAACN1884C
(ii) Purchaser/s PAN	ACEPPN4161D
(iii) Purchaser/s PAN	ADIPN1598D

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32. LEGAL ADVICE

- 32.1 The Purchaser/s hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the Vasant Oasis Project and also the said Building and has / have expressly understood the contents, terms and conditions of the same and the Purchaser/s after being fully satisfied has /

(Signature of Promoter)

(Signature of Purchaser/s)



have entered into this Agreement and further agrees not to raise any objection in regard to the same.

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respective hands and seal to this Agreement on the day and the year first hereinabove written.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

(Description of Vasant Oasis Land)

All that piece and parcel of land bearing C.T.S. No. 345A/1 of Village Marol, Taluka Andheri, District of Mumbai City and Mumbai Suburban, in all admeasuring 56,161.54 sq. meters or thereabouts out of the said Larger Property and marked in orange colour boundary line on the plan annexed and marked as Annexure "A" hereto and bounded as follows:-

On the North : Land bearing C.T.S. No. 306D, 337A/1 and 337A/2;
 On the South : Land bearing C.T.S. No. 345A/1 and 345A/6;
 On the West : 18.30 M wide D.P. Road;
 On the East : Land bearing C.T.S. No. 357 and 345A/2.

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:

(Description of the said Property)

All that piece and parcel of land bearing C.T.S. No. 345A/1 (p) of Village Marol, Taluka Andheri, District of Mumbai City and Mumbai Suburban, admeasuring 585.65 sq. meters or thereabouts, being a portion of the Vasant Oasis Land, more particularly described in the First Schedule hereinabove written and marked in red colour hatched lines on plan annexed and marked as Annexure "C" hereto.



THE THIRD SCHEDULE HEREINABOVE REFERRED TO:

(Common Area and Amenities of Vasant Oasis)

Common Area and Amenities of Vasant Oasis

3. Pool side deck.
4. BBQ.
5. Children play area.

३४४-६४	Logging track.
७	Senior resident corner.
४	Party Terrace.
३३४४	Multipurpose Hall

10. Squash Court
11. Badminton Hall
12. Gymnasium

(Signature of Promoter)

(Signature of Purchaser/s)

THE FIFTH SCHEDULE HEREINAbove REFERRED TO:

(the details of Amenities in the said Flat)

FLOORING:

- Living, Dining, Kitchen, - Vitrified flooring
- Master bed, other bedrooms - Vitrified flooring
- Master Toilet - Ceramic Tiles floor and dado
- Other toilets - Ceramic Tiles floor and dado

WALLS :

- Gypsum Plaster with Paint finish

DOORS AND WINDOWS:

- 8ft High laminated flush doors
- Windows -Al Powder Coated Window

KITCHEN:

- Granite Platform with S.S. Sink

PLUMBING:

- Concealed plumbing with quality C.P. Fittings

ELECTRIFICATION:

- Concealed copper wiring with extensive layout.
- 1000watts/10kva generator back up facilities for emergency.



SAFETY/SECURITY SYSTEMS:
Magnetic-door, panic switch

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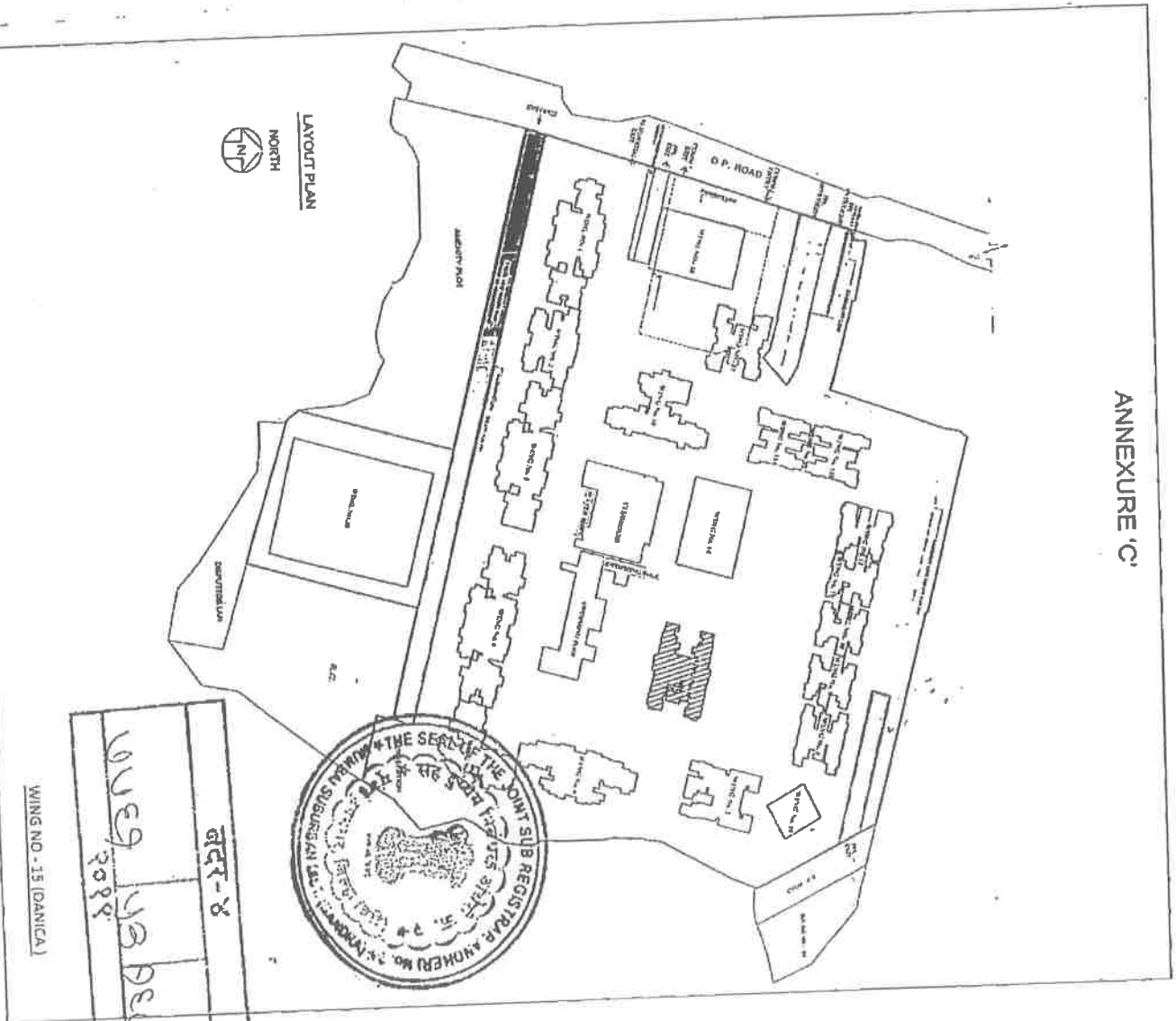
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(Signature of Purchaser/s)

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ANNEXURE 'C'



LAYOUT PLAN
NORTH

WING NO. 15 (DANICA)

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FOR NEERA REAL ESTATES PVT. LTD.

LIJNEEM L. SHAH (CONSTITUTE ATTORNEY)

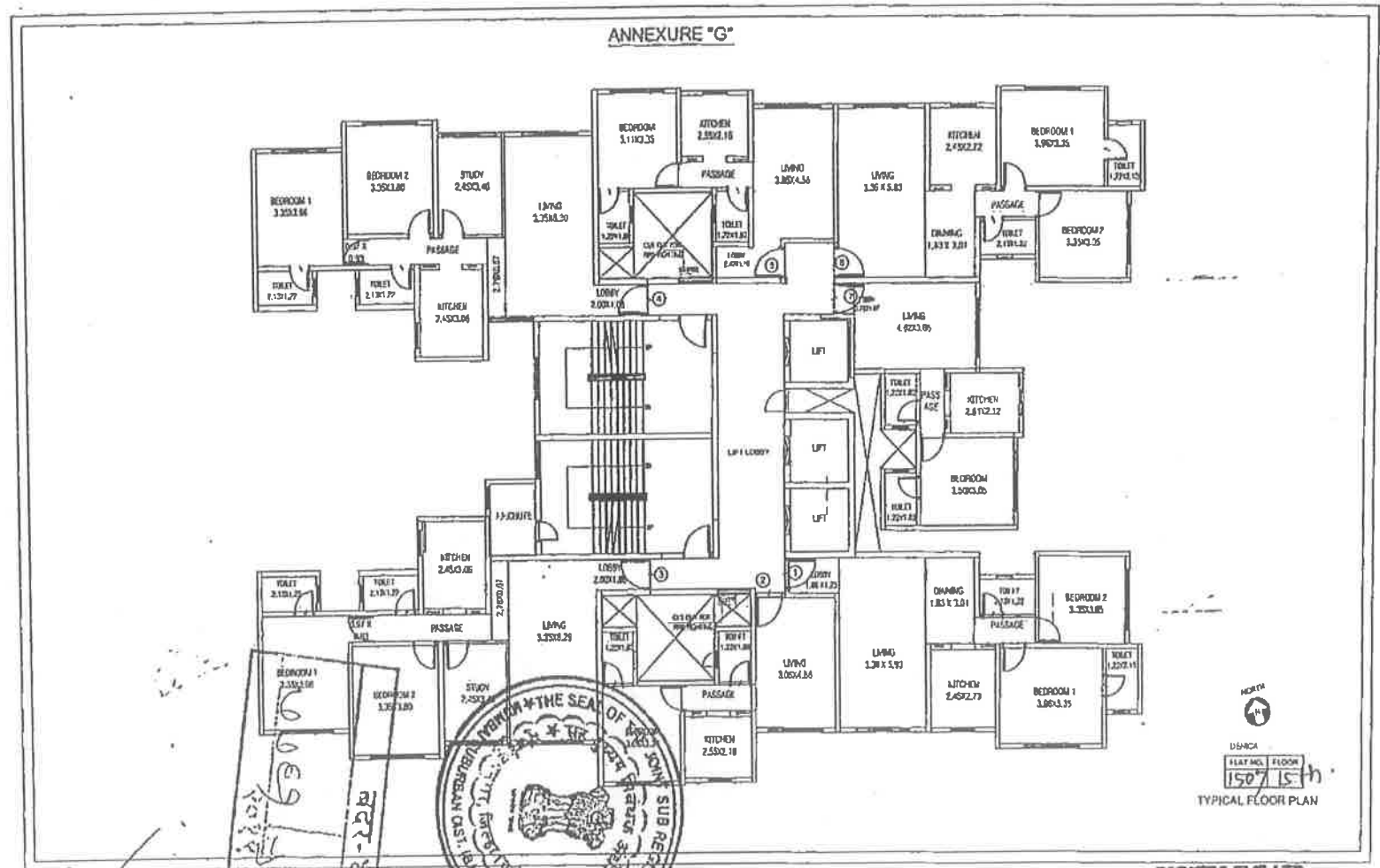
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ANNEXURE "G"



NORTH
USMCA
FLAT NO. FLOOR
1507/15th
TYPICAL FLOOR PLAN

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Ref
109/15/10
2-22A

For NEERA REAL ESTATES PVT. LTD.

MUKEEM SHAH (CONSTITUTE ATTORNEY)

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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 :
P51800015556

Project: *Vasant Oasis Danica Bldg No 15 Plot Bearing / CTS / Survey / Final Plot No.: 345 A/1 PART at Andheri, Andheri, Mumbai Suburban, 400059.*

1. Neepa Real Estates Private Limited having its registered office / principal place of business at Tehsil: *Andheri, District: Mumbai Suburban, Pin: 400051.*
 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 (1) 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.
3. The Registration shall be valid for a period commencing from 08/03/2018 and ending with 31/12/2021 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 thereunder;
 - " That the promoter shall take all the pending approvals from the competent authorities;
 - " The promoter shall take necessary steps to ensure that the rules and regulations there under are followed by the promoter; and
 - " The promoter shall take all the necessary steps to ensure that the rules and regulations there under are followed by the promoter; and
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary steps to ensure that the promoter including revoking the registration granted herein, as per the Act and the rules and regulations there under.



Signature valid
Digitally Signed by
Dr. Vasanti Mahanand Prabhu
(Secretary, MAHARERA)
Date: 4/1/2018 12:49:27 PM

Dated: 08/03/2018
Place: Mumbai

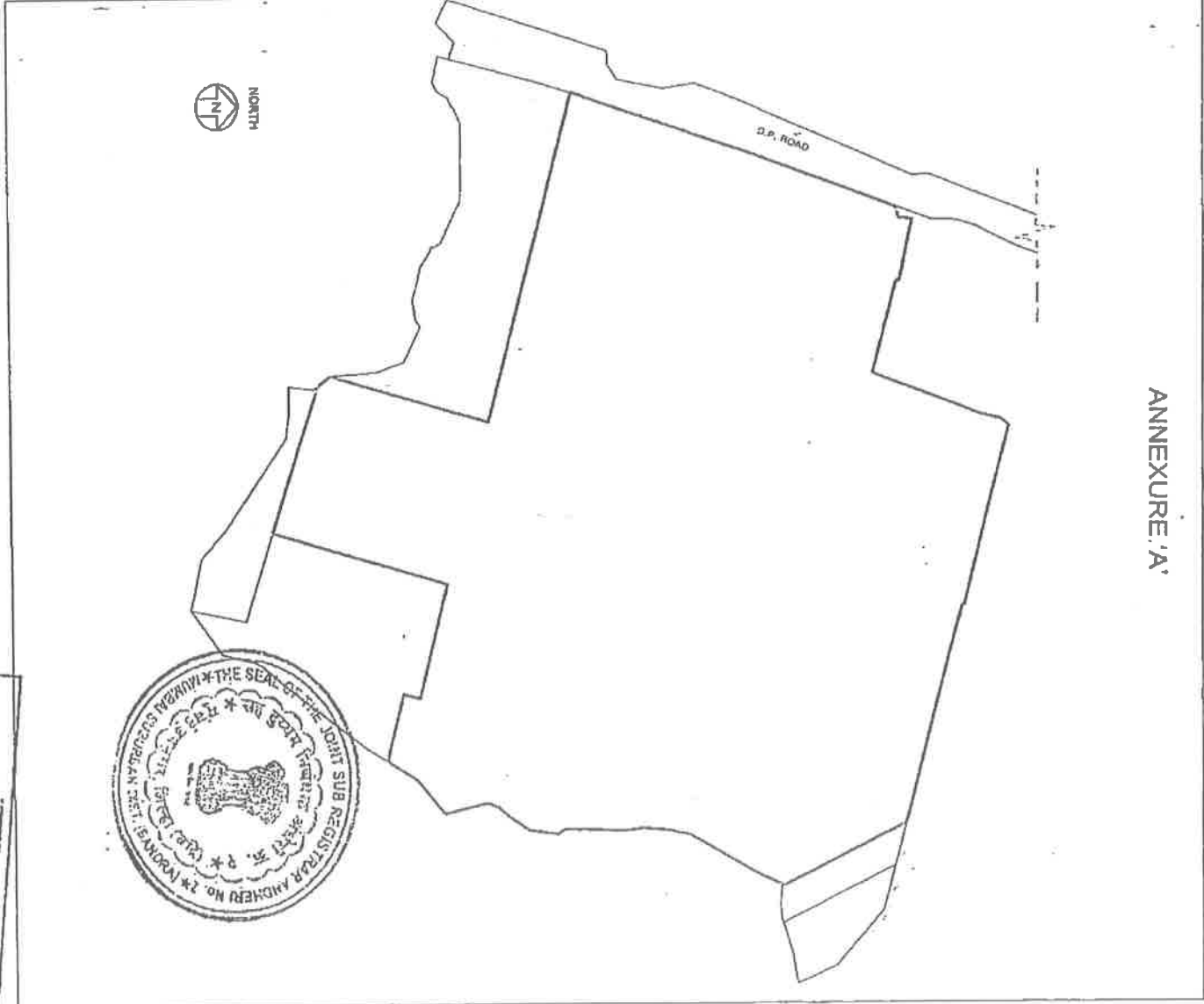
Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority

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ANNEXURE 'A'



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ANNEXURE 'D'

MUNICIPAL CORPORATION OF GREATER MUMBAI
No. CHE/WS/0252/K/337(NEW)

10 FEB 2016

To,
M/s.Spaceage Consultants,
Shop No.15, b-106, Natraj Bldg.,
Sristi Complex, Mulund Link Rd.,
Mulund (W), Mumbai-400 080.

Ex. Engineer Bldg. Proposal (W.S.)
3 - Wards
Tal Office, R. K. Dinkar Marg,
Bldg. 2 (West), Mumbai - 400 050

Sub: Proposed building on plot bearing C.T.S. No.345A/1
to 345A/3 and 345A/5 to 345A/7 of village Marol
at Andheri (E) in K/East Ward, Mumbai 400 059.

Ref : Your letter dated 17.12.2015.

Gentleman,

There is no objection to your carrying out the work as per amended plans submitted by you vide your letter under reference for which competent authority has accorded sanction, subject to the following conditions :-

- 1) All the objections of this office I.O.D. under even no. dated 16.10.2010 shall be applicable and should be complied with.
- 2) The changes proposed shall be shown on the canvas mounted plans to be submitted at the time of B.C.C.
- 3) That every part of the building constructed and more particularly overhead water tank will be provided with proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
- 4) That the infrastructural works, such as; construction of hand holes / panholes, ducts for underground cables, concealed wiring inside the flats/rooms, rooms/space for telecom installation, etc. to be provided for providing telecom services shall be provided.
- 5) That the regulation No.45 and 46 of D.C.Regulation shall be complied with.
- 6) That the letter box shall be provided at the ground-floor for all the tenements.
- 7) That the owner/developer shall not hand over the possession to the prospective buyers before obtaining occupation permission.
- 8) That no main beam in R.C.C. framed structure shall be less than 230 mm. wide. The size of the columns shall also be governed as per the applicable I.S. Codes.
- 9) That all the cantilevers [projections] shall be designed for five times the load as per I.S. code 1893-2002. This also includes the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.



1091 shall be complied
[Signature]

- 10) That the R.C.C. framed structures, the external walls shall be less than 230 mm, if in brick masonry or 150 mm autoclaved cellular concrete block excluding plaster thickness as circulated under No.CE/5591 of 15.4.1974.
- 11) That the revised R.C.C. drawing/designs, calculations shall be submitted through Licensed Structural Engineer.
- 12) That the condition of revised bye-law 4(c) shall be complied with.
- 13) That the NOC from A.A. & C., K/East Ward shall be submitted.
- 14) That the Labour Welfare Tax of 1% of construction cost as per ready reckoner shall be paid.
- 15) That all the payments shall be made.
- 16) That the testing of building material to be used on the subject work shall be done and results of the same shall be submitted periodically.
- 17) That the C.C. shall be got re-endorsed.
- 18) That "All Dues Clearance Certificate" related to H.E.'s dept. from the concerned A.E.W.W. [K/East Ward] shall be submitted before applying for C.C.
- 19) That the revised N.O.C. from H.E. shall be submitted.
- 20) That the conditions in N.O.C. from Jt. Commissioner of Police (Traffic)/No.TPHQ/ACP/Plg/DCR-33(24)/PUC-152-10/Marol/ Neepa Real Estate/136-2011 dated 9.8.2011 shall be complied with
- 21) That the conditions in Letter of Intent u/No.Ch.E./1743/MC/Roads & Transport of 10.2013 shall be complied with.
- 22) That the verification of AMSL of completed work shall be done before F.C.C. The AMSL of the topmost part of the building under reference shall also be verified before O.C.C.
- 23) That the R.S.I. for not misusing the additional parking proposed for full potential of F.S.I. and will count the same in FSI or will be handed over to M.C.G.M. free of cost, if the building is not constructed for full potential shall be submitted.

One set of plans in token of approval is enclosed herewith.
(56 sheets)

Yours faithfully,

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SK
Executive Engineer
Building Proposals
(Western Suburbs) K Ward

Copy to 1] M/s. Neepa Real Estate Pvt. Ltd.

- 2] Assistant Commissioner, K/East Ward
- 3] A.E.W.W. K/East Ward

Forwarded for information please.

P.V. Sreetha
10-2-2016

E.E.B.P.(W.S.) K Ward

This I.O.D./C.C. is issued subject to the provision of Urban Land Ceiling Act, 1976
MUNICIPAL CORPORATION OF GREATER MUMBAI

Ex. Engineer Bldg. Proposal
H and K Wards
Municipal Office, R. K. Pagar Road
Mumbai, Maharashtra

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966
FORM 'A'
COMMENCEMENT CERTIFICATE
18 JAN 2011

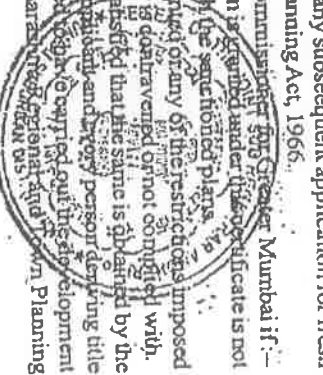
To, M/s. Neega Real Estate (P) Ltd.

Sir, With reference to your application No. 7955 dated 17/1/2010 for Development

Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under Section 346 of the Mumbai Municipal Corporation Act 1885 to erect a building.

To the development work of Proposed 2B-218 CTS No. 46, 340, 341, 4 at premises at Street situated at Andheri (E) Village, Malvi in K/Est. 340-341-4 Ward.

- The Commencement Certificate/Building Permit is granted on the following conditions:-
1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
 2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
 3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
 4. This permission does not entitle you to develop land which does not vest in you.
 5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.
 6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if:-
 - (a) The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - (b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - (c) The Municipal Commissioner of Greater Mumbai is satisfied that the same is granted by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 42 of 45 of the Maharashtra Regional and Town Planning Act, 1966.



7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him. The Municipal Commissioner has appointed P. M. BHANGALE Executive Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 17 JAN 2012
Commencement certificate is for 100 sq ft
Carrying out the work upto Proposed Streets
along A.B.C. D & Ean per
2.28. 16/1/2010.

100 sq ft	100 sq ft
100 sq ft	100 sq ft

For and on behalf of Executive Eng. Shilpini Phosals
Municipal Corporation of Greater Mumbai
(Western Subs.) Western, Eastern, K/West, W/West

FOR MUNICIPAL CORPORATION OF GREATER MUMBAI

Case files (Dns) / 14350 v/s / Comd

30 MAR 2018

Valid up to 17/1/2017

CHE/WS/025

Further C. is

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MUNICIPAL CORPORATION OF GREATER MUMBAI
FORM 'A'
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966
No CHEMS/0252/K/337(NEW)
COMMENCEMENT CERTIFICATE

To,
M/s Neepa Real Estate Pvt. Ltd
Sheth House, Near Dindoshi Fire Brigade, off W E
Highway, Malad E, Mumbai

Sir,

With reference to your application No. CHEMS/0252/K/337(NEW) Dated: 21/12/2016 for Development Permission and grant of Commencement Certificate, under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated 21/12/2016 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S. No. 345A/1 to 345A/3 and 345A/5 to 345A/7 Division / Village / Town Planning Scheme No. MAROL situated at 18.30 mt wide D.P road Road / Street in K/E Ward Ward.

The Commencement Certificate / Building Permit is granted on the following conditions:-

1. The land vacated on consequence of the endorsement of the setback line/ road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if carried out or the use thereof is not in accordance with the sanctioned plans.
 - a. The Development work in respect of which permission is granted under this Certificate shall be carried out or the use thereof is not in accordance with the sanctioned plans.
 - b. Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - c. The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.



The Municipal Commissioner has appointed Shri. Shri. Sanjay U Borse - (Asst. Engr. (B.P.) (East))
Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 17/1/2018

Issue On : 18/1/2011

Valid Upto : 17/1/2018

Remark :

Approved By
P .W BHANGALE
Executive Engineer

Issue On : 3/4/2017

Valid Upto : 17/1/2018

Remark :

F.C.C. for wing 8 & 9 upto top of 10th floor of Ht. 35.87mt. AGL & Re-endorse C.C. for wing 7, 13th & 17th upto top of podium i.e. 12.27mt, Wing 14, 15 and 16 upto top of podium i.e. ht. 12.32mt, AGL, Wing 18 upto top of Ground floor level i.e. Ht. 4.22mt. AGL, Full C.C. for Wing 10, 11 and 12 upto top of 24th floor + OHT + LMR of Ht. 81.56mt. AGL As per Approved Amended Plan Dated :- 10/02/2016.



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