

प्रमाण  
प्राप्त

350/9650

पावती

Original/Duplicate

Wednesday, May 10, 2023

नोंदणी क्र. :39म

1:21 PM

Regn.:39M

पावती क्र.: 10159 दिनांक: 10/05/2023

गावाचे नाव: बोर्लीज

दस्तऐवजाचा अनुक्रमांक: वसई3-9650-2023

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: प्रशांत एन कुंदर - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2000.00

पृष्ठांची संख्या: 100

एकूण:

रु. 32000.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे  
1:40 PM ह्या वेळेस मिळेल.

  
Sub Registrar Vasai 3

बाजार मुल्य: रु.3375000 /-

मोबदला रु.4035063/-

भरलेले मुद्रांक शुल्क : रु. 282500/-

सह. दुय्यम निबंधक वर्ग-२  
वसई क्र. ३

1) देयकाचा प्रकार: DHC रक्कम: रु.2000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1005202300730 दिनांक: 10/05/2023

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH001819291202324E दिनांक: 10/05/2023

बँकेचे नाव व पत्ता:

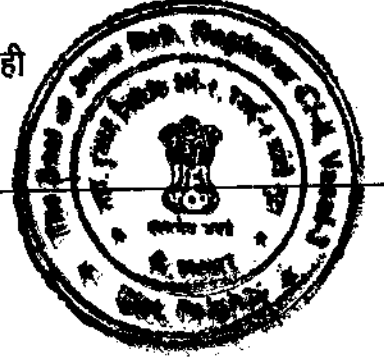


महाराष्ट्र शासन- नोंदणी व मुद्रांक

मुल्यांकल अहवाल सन 2023

वसई-३
दिनांक १६/०४/२०२३
१ १९००

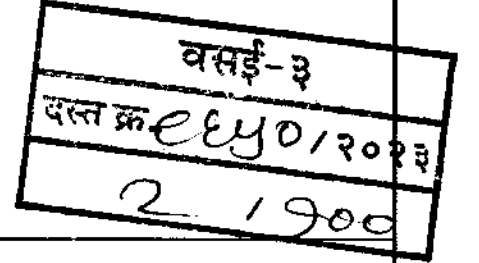
1. दस्ताचा प्रकार : कशरनामा अनुच्छेद क्रमांक 25 (b)
2. तालुका : वसई 3. गावाचे नांव : बोळीज
4. नगरभूमापन क्रमांक/सर्व्हे क्र./अंतिम भुखंड क्रमांक : 131/2, 132, 133/2
5. मूल्य दरविभाग (झोन) : - उपविभाग 11
6. मिळकतीचा प्रकार :- खुली जमिन / निवासी / कार्यालय / दुकान / औदयागिक / 69,500/-
7. दस्तात नमूद केल्या मिळकतीचे क्षेत्रफळ : 45.17 कारपेट / बिल्टअप / सुपर बिल्टअप / चौ. मीटर / फुट.
8. कारपार्किंग : - गच्ची : - पोटमाळा : -
9. मजला क्रमांक : पंधरावा मजला उदवाहन सुविधा :- आहे / नाही
10. बांधकाम वर्षे : - घसारा : -
11. बांधकामाचा प्रकार :- आरआरसी / इतर पक्के / अर्धे पक्के / कच्चे
12. बाजारमूल्य तक्त्यातील मार्गदर्शक सुचना क्र. : 7.5% ज्यान्वये दिलेली घट / वाढ
13. निर्धारित केलेले बाजारमूल्य : 33,75,000/-
14. दस्तामध्ये दर्शविलेला मोबदला :- 40,35,063/-
15. देय मुद्रांक शुल्क : 282,500/- 18. भरलेले मुद्रांक शुल्क : 282,500/-
16. देय नोंदणी फी : 30,000/-



लिपीक

सह दुय्यम निबंधक

मूल्यांकन पत्रक ( शहरी क्षेत्र - बांधीव )					
Valuation ID	202305103700	10 May 2023.01:18:57 PM			
मूल्यांकनाचे वर्ष	2023				
जिल्हा	पालघर				
मूल्य विभाग	तालुका : वसई				
उप मूल्य विभाग	11-रहिवास व इतर तत्सम अनुज्ञेय वापरातील जमिनी				
क्षेत्राचे नांव	Vasai-Virar Municipal Corporation	सर्व्हे नंबर / न. भू. क्रमांक :			
<b>वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.</b>					
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक चौ. मीटर
13900	69500	76400	87100	76400	
<b>बांधीव क्षेत्राची माहिती</b>					
बांधकाम क्षेत्र(Built Up)-	45.17चौ. मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय -	0 TO 2वर्षे	बांधकामाचा दर-	Rs.26620/-
उद्दवाहन सुविधा -	आहे	मजला -	11th to 20th Floor		
Sale Type -					
मजला निहाय घट/वाढ		= 107.5 / 100 Apply to Rate= Rs.74712/-			
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर		= ((वार्षिक मूल्यदर - खुल्या जमिनीचा दर ) * घसा-यानुसार टक्केवारी ) + खुल्या जमिनीचा दर )			
		= ( ( (74712-13900) * (100 / 100) ) + 13900 )			
		= Rs.74712/-			
A) मुख्य मिळकतीचे मूल्य		= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र			
		= 74712 * 45.17			
		= Rs.3374741.04/-			
Applicable Rules		= 3, 9, 18, 19			
<b>एकत्रित अंतिम मूल्य</b>		= मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + मेझनाईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य(खुली बाल्कनी) + वरील गच्चीचे मूल्य + बाँदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बाँदिस्त बाल्कनी + स्वयंचलित वाहनतळ			
		= A + B + C + D + E + F + G + H + I + J			
		= 3374741.04 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0			
		= Rs.3374741/-			
		= ₹ तेहेतीस लाख चौऱ्याहत्तर हजार सात शो एकेचाळीस /-			



Home Print





CHALLAN  
MTR Form Number-

वसई-३  
दस्त क्र. ६६५०/२०२३  
३ १००



GRN	MH001819291202324E	BARCODE			Date	10/05/2023-09:50:07	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)				
Office Name	VSI3_VASAI NO 3 JOINT SUB REGISTRAR			PAN No.(If Applicable)	AOCPK8831P			
Location	PALGHAR			Full Name	PRASHANT N KUNDER			
Year	2023-2024 One Time			Flat/Block No.	FLAT NO 1505, SHRIPAL SHANTI T1			
Account Head Details		Amount in Rs.		Premises/Building	BOLINJ			
0030046401	Stamp Duty	282500.00		Road/Street	VIRAR			
0030063301	Registration Fee	30000.00		Area/Locality	VIRAR			
				Town/City/District				
				PIN	4	0	1	3
				Remarks (If Any)				
				PAN2-BBAPT7712A-SecondPartyName-RAJ HARISHCHANDRA				
				THAKUR-				
				Amount in	Three Lakh Twelve Thousand Five Hundred Rupees Ont			
				Words	y			
Total			3,12,500.00					
Payment Details				FOR USE IN RECEIVING BANK				
IDBI BANK				Bank CIN	Ref. No.	69103332023051011526	2807499192	
Cheque/DD Details				Bank Date	RBI Date	10/05/2023-09:51:25	Not Verified with RBI	
Cheque/DD No.				Bank-Branch		IDBI BANK		
Name of Bank				Scroll No. , Date				
Name of Branch				Not Verified with Scroll				

Mobile No. : 1111111111

Department ID :  
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करवयाच्या दस्तासाठी लागू आहे. सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करवयाच्या दस्तासाठी लागू आहे.

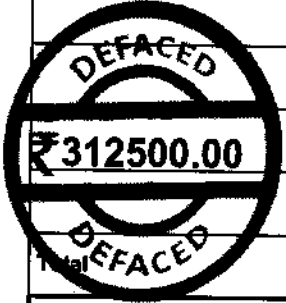




CHALLAN  
MTR Form Number-6



GRN	MH001819291202324E	BARCODE	[Barcode]		Date	10/05/2023-09:50:07	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)	[Stamp]			
Office Name	VSI3_VASAI NO 3 JOINT SUB REGISTRAR			PAN No.(If Applicable)	AOCPH8831P			
Location	PALGHAR			Full Name	PRASHANT N KUNDER			
Year	2023-2024 One Time			Flat/Block No.	FLAT NO 1505, SHRIPAL SHANTI T1			
Account Head Details	Amount In Rs.		Premises/Building					
0030046401 Stamp Duty	282500.00		Road/Street					
0030063301 Registration Fee	30000.00		Area/Locality					
			Town/City/District					
			PIN					
			Remarks (If Any)					
			PAN2=BBAPT7712A--SecondPartyName=RAJ HARISHCHANDRA THAKUR-					
			Amount In					
			Words					
			Three Lakh Twelve Thousand Five Hundred Rupees Onl					
			y					
			Total					
			3,12,500.00					
Payment Details	IDBI BANK			FOR USE IN RECEIVING BANK				
Cheque-DD Details				Bank CIN	Ref. No.	69103332023051011526	2807499192	
Cheque/DD No.				Bank Date	RBI Date	10/05/2023-09:51:25	Not Verified with RBI	
Name of Bank				Bank-Branch	IDBI BANK			
Name of Branch				Scroll No. , Date	Not Verified with Scroll			



Department ID :

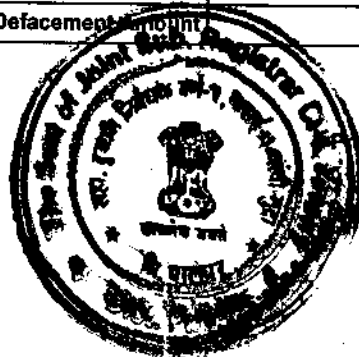
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

Mobile No. : 1111111111

सदर चलन केवल दुयान निवधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-350-9650	0000968831202324	10/05/2023-13:21:53	IGR135	30000.00
2	(IS)-350-9650	0000968831202324	10/05/2023-13:21:53	IGR135	282500.00
Total Defacement Amount					3,12,500.00



बसई-३
दस्ता क्र. २६५० / २०२३
५ १९००

**AGREEMENT FOR SALE**

This Agreement for Sale ("**Agreement**") is made and executed at Virar, this 10<sup>th</sup> day of MAY 2023;

Mh  
3/14

BETWEEN

**RAJ HARISHCHANDRA THAKUR** of Indian inhabitant Age 48 years, PAN BBAPT7712A, residing at Tara Bhuvan, Datta Mandir Road, Virar (West), 401303 and hereinafter referred to as the "**Landowner No. 1 Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and permitted assigns) of the First Part;

AND

**KUNVARJI B. SHAH** of Indian Inhabitant Age 66 years, PAN AACPS2608A, residing at 2/12, Manik Villa Building, Station Road, Near Jain Temple, Jogeshwari (E), Mumbai 400060 and hereinafter referred to as the "**Landowner No. 2 Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and permitted assigns) of the Second Part;

AND

**MESSRS VASTU DEVELOPERS**, a partnership firm constituted under the provisions of the Indian Partnership Act, 1932 and having its principal place of business at Viva Homes, Thakur Arcade, Station Road, Virar (W), hereinafter referred to as the "**Landowner No. 3 Promoter**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the Third Part;

AND

**SHRIPAL SHANTI LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 and having its registered office at 60, Horniman Circle Chambers (Poddar Chambers) S.A Brevli Street, Fort, Mumbai 400 001, hereinafter referred to as "**Developer Promoter**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the Fourth Part;

AND



Mh  
3/14

Premier

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वसई-३

प्लान क्र. EY07/2014

ए/१/१००

MR. PRASHANT N. KUNDER & MR. PRADEEP NARAYAN KUNDER residing / having address at 603, PRINCE VAIBHAV TOWER, VILLAGE ROAD, OPP. CLASSIC

MARBLE, SUBHASH NAGAR, BHANDUP-400078. hereinafter referred to as the "Purchaser/s" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an Individual his / her / their heirs, executors, administrators and permitted assigns, in case of a Partnership Firm / LLP, the partner or partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors, administrators and permitted assigns of the last surviving partner, in case of a Company its successors and permitted assigns, in case of a Hindu Undivided Family, the Karta and members for the time being and from time to time of the coparcenary and survivor/s of them and the heirs, executors, administrators and permitted assigns of the last survivor/s of them, and in case of a Trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and permitted assigns) of the Fifth Part.

The Landowner No. 1 Promoter, the Landowner No. 2 Promoter and the Landowner No. 3 Promoter shall hereinafter collectively be referred to as "**Landowner Promoters**".

Developer Promoter and the Landowner Promoters, wherever the context so requires hereinafter collectively referred to as the "**Promoters**".

The Promoters and the Purchaser, wherever the context so requires, are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**".



**WHEREAS:**

- A. The Landowner Promoters are seized and possessed of and absolutely entitled to the ownership, possession and entitlement of all that piece or parcel of land or ground hereditaments bearing Survey No. 131 Hissa No. 2 admeasuring 73.30 Ares; Survey No. 132 admeasuring 24.30 Ares and Survey No. 133 Hissa No. 2 admeasuring 59 Ares at Village Bolinj, Taluka Vasai and District Palghar (hereinafter collectively referred to as the "**Larger Property**"). The said Larger Property is more particularly described in the **First Schedule** hereunder written and is delineated by red colour boundary on the plan annexed hereto as **Annexure "A1"**. The 7/12 extracts of the Larger Property are annexed hereto as **Annexure "A2"**.
- B. In accordance with circular issued by the Maharashtra Housing and Area Development Authority ("**MHADA**"), certain units have to be handed over to MHADA on the Larger Property and the same does not form part of the Project (defined below).

Mh  
3+4

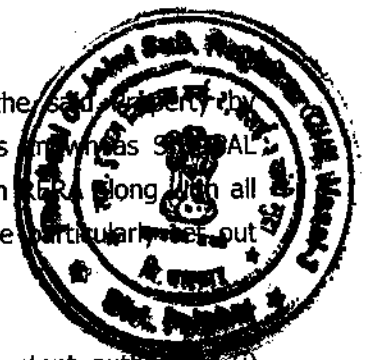
वसई-३
वस्त क्र. ५० / २०२३
५०

C. By and under Agreement of Sale dated 23<sup>rd</sup> November, 2020 registered with the Joint Sub-Registrar of Stamps at Palghar under Serial No. Vasai-5-5737/2020, the Landowner Promoters agreed to sell an undivided portion of the Larger Property admeasuring 8716.61 square meters in favour of the Purchaser cum Developer along with the right to the Purchaser cum Developer to utilize the Floor Space Index (inclusive of the permissible FSI, DR and TDR (whether purchased from the open market or generated pursuant to handing over the reservations forming part of the Larger Property), fungible FSI and/or as otherwise available, by whatever name called) on the Property to construct a residential project thereon (hereinafter referred to as "Property") on the terms and conditions more particularly contained therein. The said Property is more particularly described in the **Second Schedule** hereunder written and is delineated by Blue colour boundary on the plan annexed hereto as **Annexure "A1"**.

D. The Landowner Promoters have obtained access to the Property by executing a Deed of Right of Way dated 6<sup>th</sup> January, 2020 registered with the Joint Sub-Registrar Class-II at Vasai-2, Palghar under Serial No. Vasai-2/344 of 2020 and Deed of Right of Way dated 23<sup>rd</sup> November, 2020 registered with the Joint Sub-Registrar Class-II at Vasai-5, Palghar under Serial No. Vasai-5/5851 of 2020, to road admeasuring 12 meters in width from main road to the Property and the same is demarcated in Green colour hatched lines on the plan annexed hereto and marked as **Annexure "A1"**, on the terms and conditions stated therein.

E. By and under an Allocation Agreement dated 21<sup>st</sup> December, 2020, the Parties have allocated the units/premises to be constructed on the Property between the Landowners Promoters and the Developer Promoter in the manner set-out therein. Thus, the Landowner Promoters are entitled to various premises inter alia the Premises as set out in the aforesaid Allocation Agreement read with the Agreement for Sale dated 23<sup>rd</sup> November 2020 registered under Serial No. Vasai-5-5737/2020 ("**Landowner Promoters' Entitlement**").

F. The Developer Promoter proposes to develop part of the said Property by constructing 1 building comprising of stilt plus 23 storeys (shown as SHANTAL SHANTI - T1 registered as "Shripal Shanti Phase - 1" with all requisite infrastructure, on the terms and conditions more particularly set out therein ("**Project**").



G. The Landowner Promoters have obtained from the competent authorities (i) Commencement Certificate ("**CC**") bearing no. VVCMC/TP/RDP/VP-6020/141/2020-21 dated 17<sup>th</sup> December, 2020 and the Developer Promoter has commenced the construction of the Project in accordance with the approvals so obtained. A copy of the CC is annexed and marked as **Annexure "B"**, to this Agreement.

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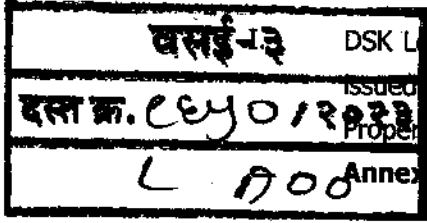
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*Handwritten initials 'M' and '3x14'*



H. The Developer Promoter has vacant possession of the Property.



DSK Legal, Advocates & Solicitors, have conducted their due diligence and have issued their Title Certificate dated 11<sup>th</sup> December, 2020, in respect of the said Property. A copy of the Title Certificate is annexed hereto and marked as Annexure "C".

J. The Developer Promoter has appointed M/s. Skyline Architects as their Designing Architects, M/s En-cons as Liaising Architects, and M/s Struct Bombay Consultants as the Structural Engineer consultants for the preparation of the structural design and drawings of the Project. All concerned documents in respect of the same have been inspected by the Purchaser.

K. The Developer Promoter shall be solely responsible for the present Project under the Real Estate (Regulation & Redevelopment) Act, 2016 and the Developer Promoter shall complete the project within the stipulated period as per the existing rules and regulations of the Real Estate (Regulation & Redevelopment) Act, 2016 and the Landowners Promoters shall not be liable for any default by the Developer Promoter pertaining to the development in whatsoever nature save and except the obligations of the Landowners Promoters as mentioned herein and as per RERA



The Promoters have registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("Act") and the rules made thereunder with RERA under serial no. P99000027903. An authenticated copy of the registration certificate granted by RERA, in respect of the Project, is annexed hereto and marked as Annexure "D".

M. The Purchaser demanded from the Promoters and the Promoters have given inspection to the Purchaser of all the documents of title regarding the said Property, plans and designs, specifications, approvals and such other documents with respect to the Project as are specified under the Act, including but not limited to the following:

- (i) the common areas, facilities and amenities in the Project that may be usable by the Purchaser along with purchasers of flats in other buildings in the Property are listed in the Annexure "E" hereto; and
- (ii) specifications, fixtures, fittings, facilities and amenities of the flat/shop/unit to be purchased by the Purchaser, as annexed as Annexure "F" hereto.

N. The Purchaser has prior to the execution of this Agreement visited and inspected the site of construction of the Project and has at his/her/their/its own, cost, charge and expense carried out due diligence in respect of the title of the Promoters to

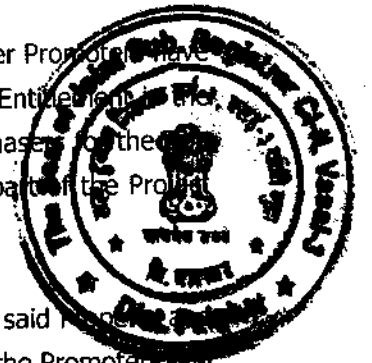
M  
3+14

*[Handwritten signatures]*

वसई-३
दस्त क्र. ६४०/२०२३
६१००

the said Property and after satisfying himself/herself, the purchaser, about the title of the Promoters thereto and the Purchaser having accepted the same, the Purchaser has entered into this Agreement with the Promoters and the Purchaser hereby agrees not to further investigate the title of the Promoters and/or raise any requisitions or objections of any nature whatsoever and howsoever in respect of the title of the Promoters to the said Property at any time in future.

- O. The Purchaser is aware that the marketing collaterals provided by the Promoters to the Purchaser in respect of the Project contained materials / pictorial depictions in the nature of artists' impressions and the same would differ on actual basis. The Purchaser undertakes not to raise any objections with respect to any difference in the Project from such marketing collaterals.
- P. The Landowner Promoters have procured certain approvals to the plans, specifications, elevations, sections from the concerned government authorities for development of the Project, as has been disclosed under the Act on the government portal / website, presently being "<https://maharera.mahaonline.gov.in/>" or such other website, as the government may prescribe from time to time (hereinafter referred to as "**the Government Portal**") and the Promoters shall obtain the balance approvals from various authorities from time to time so as to carry out construction and obtain the Occupancy Certificate in respect of the Project.
- Q. The Developer Promoter shall commence construction of the Project in accordance with the sanctioned plans.
- R. The Promoters have informed the Purchaser that, the Landowner Promoters have the sole and exclusive rights to sell the Landowner Promoters' Entitlement in the Project and to enter into separate agreements with other purchasers of the Project / allotment of the Landowner Promoters' Entitlement forming part of the Project and to receive the sale consideration in respect thereof.
- S. The Purchaser being fully satisfied in respect of the title to the said Property, all permissions, plans etc. and all the representations made by the Promoters and right of the Developer Promoter to develop the said Property, has approached the Landowner Promoters and applied for allotment of **Flat No.1505** admeasuring **38.16** square meters carpet area (as per RERA) and in addition thereto an enclosed balcony admeasuring **2.90** square meters carpet area on the **15<sup>th</sup> floor** (hereinafter referred to as "**the Flat**") in the Project building known as Shripal Shanti T1 ("**Building**") and more particularly described in the **Third Schedule** hereunder written and shown in the floor plan annexed hereto and marked as **Annexure "G"** along with an exclusive amenity attached to the Flat being **NIL** car parking space/s subject to the location of the said car park being finalized as stated below (hereinafter referred to as "**the Car Parking Space/s**") and more

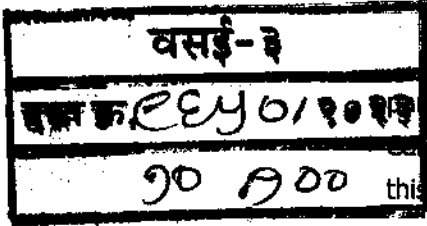


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particularly described in the **Third Schedule** hereunder written. The Flat and the Car Parking Space/s are hereinafter collectively referred to as the "**Premises**", in this Agreement.

T. The Landowner Promoters have agreed to sell and allot to the Purchaser and the Developer Promoter has agreed to confirm the sale of the Flat on ownership basis and the Purchaser has agreed to purchase from the Promoters, the Flat for a Total Consideration of **Rs.40,35,063/- (Rupees Forty Lakhs Thirty Five Thousand Sixty Three Only)** and on the terms and conditions as hereinafter appearing. The Purchaser is aware that the Car Parking Space/s is/are an exclusive amenity attached to the Flat for his / her / their / its exclusive use and that the Flat and the Car Parking Space/s shall at all times be held by the Purchaser as one composite unit.

U. The Purchaser hereby expressly confirms that he/she/they, has/have entered into this Agreement with full knowledge, implication, effect etc. of various terms and conditions contained in the documents, plans, orders, schemes including the rights of the Promoters.



It is clarified by the Promoters that, the building plans though approved by the competent authorities are tentative and are liable to be changed and / or revised or amended as per the requirements of the Developer Promoter and / or as may be ultimately approved / sanctioned by the competent authorities and other concerned public bodies and authorities. The Developer Promoter reserves the right to do so without obtaining any consent / permission / approval from the Purchaser and this right of the Developer Promoter is acknowledged and accepted by the Purchaser. In any event, the Purchaser hereby gives his/her/their/its irrevocable consent to any such revision / amendment to the building plans sanctioned by the competent authorities and undertakes that he/she/they/it shall not raise objection to the same.

W. The rights of the Purchaser under this Agreement, unless otherwise specified, are restricted to the Flat hereby agreed to be purchased by the Purchaser from the Landowner Promoters as stipulated herein.

X. In accordance with Section 13 of the Act, the Promoters are required to execute a written agreement for sale of the Flat in favour of the Purchaser, being in fact this Agreement and also to get the same registered under the Registration Act, 1908, at the cost, charge and expense of the Purchaser alone.

Y. Relying upon the same as stated hereinabove, the Landowner Promoters along with the confirmation of the Developer Promoter hereby agree to sell the Flat to the Purchaser and the Purchaser hereby agrees and undertakes to purchase the Flat as set out herein.

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

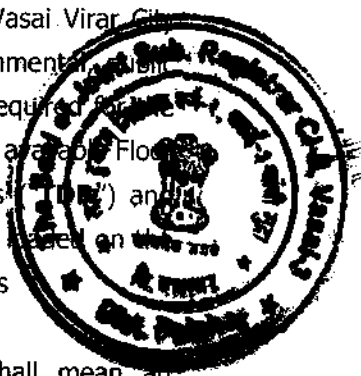
1. **DEFINITIONS**

1.1. In this Agreement, unless repugnant to the context, the following terms shall have the following meaning:

1.1.1. "**Act**" means and includes The Real Estate (Regulation And Development) Act, 2016, the Rules as applicable to Maharashtra and such Circulars, Notifications, Office Orders, Orders, Clarification or such explanations that may be issued by the Competent Authority from time to time.

1.1.2. "**Agreement**" shall mean this Agreement for Sale together with the Schedules and the Annexures hereto and any other deed/s and /or document/s executed in pursuance hereof.

1.1.3. "**Approvals**" shall mean all licenses, permits, approvals, sanctions and consents obtained / to be obtained from the competent authorities to develop the Project including but not limited to all approvals, permissions, sanctions, orders, no-objection certificates, resolutions, authorizations, consents, licenses, exemptions, letters of intent, annexures to all approvals, intimations of approval, commencement certificates, occupation certificates, notifications, sanctions of layout plans (and any amendments thereto), sanctions of building plans (and any amendments thereto), approvals of the Ministry of Environment and Forests ("**MOEF**"), Central Government, Government of Maharashtra, Vasai Virar City Municipal Corporation ("**VVCMC**"), MHADA and all other governmental and local authorities and bodies, as may be applicable and/or required for the development of the Project by utilization and consumption of the available Floor Space Index ("**FSI**") and the Transferable Development Rights ("**TDR**") and fungible / premium FSI (by whatever name called) that may be used on the Project in accordance with the applicable development regulations

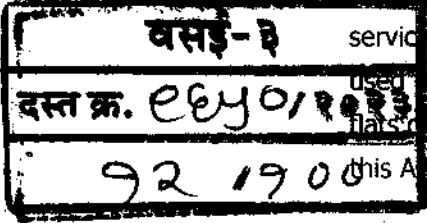


1.1.4. "**Association/ Apex Body / Organisation / Society**" shall mean an association / company / society / condominium or any such entity to be formed of the purchasers in the Project as per Applicable Laws. It is clarified that, as the Project is proposed to be developed in multiple phases, each phase could have an independent Association / Organisation.

1.1.5. "**Building**" shall mean building known as Shripal Shanti T1 to be constructed on the said Property comprising of Stilt plus 23 residential floors.

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1.1.6. "Common Amenities of the Project" shall mean the common areas and common amenities, facilities, infrastructure, recreation areas and such other services as are available to and / or in respect of the Project, which are to be used by the Purchaser along with other occupants / holders of the residential flats of the Project and are more particularly listed in Annexure "E" annexed to this Agreement.



1.1.7. "Common Amenities Maintenance Amount" shall mean the amount payable by the Purchaser in respect of the maintenance charges of the Common Amenities of the Project.

1.1.8. "Car Parking Space/s" means an exclusive amenity attached to the Flat being car parking space/s in the Building subject to the location of the Car Parking Space/s being finalized as stated below and more particularly described in the Third Schedule hereunder written. The Car Parking Space shall either be puzzle / stack / mechanical / stilt, as the Developer Promoter in its sole discretion deems fit and proper.



"FSI" means Floor Space Index (including future FSI, fungible FSI by whatever name called which will be available by paying premium or otherwise) as defined under the applicable development control regulations.

"Liquidated Damages" shall mean an amount equivalent to 10% of the Total Consideration as defined in this Agreement.

1.1.11. "Maintenance Amount" shall mean the amounts payable by the Purchaser in respect of the Premises towards maintenance charges.

1.1.12. "Other Charges" means share money, society formation charges, legal charges, Sub-station charges, electric meter and water connection charges, development charges, fire cess, labour cess, club house charges, and any other miscellaneous charges including any additional/future premium / charge / levy / penalties / surcharge imposed by any authority/the Developer Promoter.

1.1.13. "Premises" means the Flat and the Car Parking Space/s.

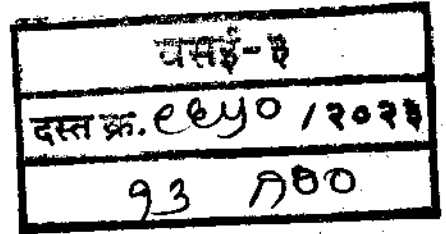
1.1.14. "Sanctioning Authorities" means the MHADA / VVCMC and/or any other concerned authority which sanctions the plans, grants permission, etc. for commencement and completion of the construction of the Project.

1.1.15. "Taxes" shall mean such taxes as may be imposed on the Total Consideration, Maintenance Amount, Other Charges, if applicable including GST, LBT, MVAT or such other taxes as may be imposed by the concerned authorities.

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- 1.1.16. "TDR" means Transferable Development Rights as defined under the applicable development regulations.
- 1.1.17. "Total Consideration" shall mean the amounts payable/agreed to be paid by the Purchaser for purchase of the Flat only to the Promoter as set out in Clause 6 of this Agreement.
- 1.1.18. "the Flat" means 1505 admeasuring 38.16 square meters carpet area (as per RERA) along with an enclosed balcony admeasuring 2.90 square meters, on the 15<sup>th</sup> floor of the Building and more particularly described in the Third Schedule hereunder written and shown delineated by a RED coloured boundary line on the floor plan annexed hereto and marked as Annexure "G", to this Agreement.

## 2. INTERPRETATION AND CONSTRUCTION

2.1. Unless the context otherwise requires:

2.1.1. All references in this Agreement to statutory provisions shall be construed as meaning and including references to:-

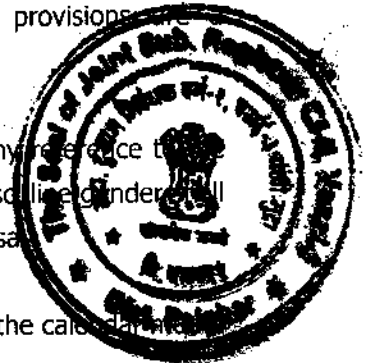
- (a) Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
- (b) All statutory instruments or orders made pursuant to a statutory provision; and
- (c) Any statutory provision of which these statutory provisions are a consolidation, re-enactment or modification.

2.1.2. Any reference to the singular shall include the plural and any reference to the plural shall include the singular and words imparting the masculine gender shall include the feminine gender and neutral gender and vice versa.

2.1.3. The expression "month" and "year" shall be construed to be the calendar month and calendar year.

2.1.4. Reference to 'days' or 'dates' which do not fall on a working day, shall be construed as reference to the day or date falling on the immediately subsequent working day.

2.1.5. References to person(s) shall include body(ies) corporate, unincorporated association(s), partnership(s), LLP(s), trusts, Hindu undivided family(ies), sole proprietorship concern(s) and any organization or entity, whether incorporated or not.



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The headings in this Agreement are for convenience of reference only and shall not be taken into consideration in the interpretation or construction thereof.

Any reference to a clause, sub-clause or schedule is reference to the clause, sub-clause or schedule hereto.

2.1.8. References to recitals, clauses, schedules and annexures unless expressly provided shall mean reference to recitals, clauses, schedules and annexures of this Agreement and the same shall form an integral part of this Agreement.

2.1.9. Any reference to the words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.

2.1.10. The words "include" and "including" are to be construed without limitation.

2.1.11. The Purchaser confirms and warrants that the Liquidated Damages is a genuine pre-estimate of the loss or damage as agreed between the Parties that is likely to be suffered by the Promoters on account of breach of the terms of this Agreement by the Purchaser. The Liquidated Damages is also arrived at having regard inter alia to the cost of construction, the cost of funds raised by Promoters, the ability or inability of Promoters to resell the Flat, among others. The Purchaser waives his/her/their right to raise any objection to the payment or determination of Liquidated Damages in the manner and under the circumstances set out herein.



2.1.12. In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next working day.

2.1.13. The Promoter and the Purchaser are hereinafter, for the sake of brevity and wherever the context so requires, individually referred to as "Party" and collectively referred to as "Parties".

### 3. DISCLOSURES AND TITLE

3.1. The Purchaser hereby declares and confirms that prior to the execution of this Agreement, the Promoters have made full and complete disclosure of its right, title and interest to the said Property and the Purchaser has taken full, free and complete disclosure of the right, title and interest of the Promoters to the said Property and the Purchaser has taken full, free and complete inspection of (i) all the information/disclosures that have been uploaded by the Promoters on the

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Government Portal under the provisions of the Act, and (ii) all relevant documents and has also satisfied himself / herself / themselves of the particulars and disclosures of the following:-

- 3.1.1. Nature of the right, title and interest of the Promoters to the said Property and the development of the Project and the encumbrances thereon, if any;
  - 3.1.2. The drawings, plans and specifications duly approved and sanctioned by the Sanctioning Authorities in respect of the Project, the Building and the floor plan of the Premises;
  - 3.1.3. Particulars of fixtures, fittings and amenities to be provided in the Flat and the Project are more particularly mentioned in the **Annexure "F"** and **Annexure "E"** respectively annexed hereto;
  - 3.1.4. All particulars of the designs and materials to be used in the construction of the Flat and the Building;
  - 3.1.5. The nature of the Organization to be constituted of the purchaser/s / acquirer/s of the flats in the Project;
  - 3.1.6. The Approvals obtained and to be obtained in relation to the Project;
  - 3.1.7. The various amounts and deposits that are to be paid by the Purchaser/s including the Total Consideration, Maintenance Amount, Other Charges and Taxes;
  - 3.1.8. Nature of responsibilities of the Promoters under this Agreement;
  - 3.1.9. The nature of the right, title and interest of the purchasers of the flats in the Project; and
  - 3.1.10. The details of the scheme of the development of the said Property, envisaged by the Developer Promoter being in a phased manner.
- 3.2. The Purchaser further confirms and warrants that the Purchaser has independently investigated and conducted its legal and technical due diligence and has satisfied himself/herself/themselves in respect of the title of the said Property as well as encumbrances, if any, including any right, title, interest or claim of any other party to or in respect of the said Property and waives his/her/their right to raise any queries or objections in that regard. The Purchaser further confirms that the Purchaser was provided with a draft of this Agreement and had sufficient opportunity to read and understand the terms and conditions



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hereof. The Purchaser further confirms that the queries raised by him/her/them with regard to the Premises, the Building, the Project, the said Property and the terms hereof have been responded to by the Promoters. The Purchaser confirms that the Purchaser has been suitably advised by his/her/their advisor/s and well-wisher/s and that after fully understanding and accepting the terms hereof, the Purchaser has decided and agreed to enter into this Agreement. The Purchaser has accepted the right, title and interest of the Promoters and does hereby agree and undertake not to raise any requisitions on or objections to the same, any time hereafter. The Purchaser hereby confirms that the Purchaser/s has / have agreed to purchase the Flat based on the terms and conditions stated hereunder and that the Promoters shall not be held liable for any representations / commitments / details / information, not stated in this Agreement, provided by the real estate agent / broker / channel partner, of whatsoever nature.

3.3. It is expressly agreed that the right of the Purchaser under this Agreement or otherwise shall always be only restricted to the Premises agreed to be sold and such right will accrue to the Purchaser only on the Purchaser making full payment to the Landowner Promoters of the Total Consideration, Maintenance Amount, Other Charges and Taxes, strictly in accordance with this Agreement and only on the Purchaser performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof without any breach of the same. The Landowner Promoters have informed the Purchaser that the Developer Promoter is developing the Property in a phased manner and shall be entitled to develop/deal with remaining phases of the Property, open area/amenity area, without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever and the Developer Promoter, shall be solely entitled to deal with such premises / benefits / rights / areas in remaining phases of the Property, open area/amenity area.



3.4. The Purchaser/s has/have been apprised and made aware and the Purchaser/s agree/s, acknowledge/s and confirm/s:

3.4.1. The development of the Property is being undertaken in phased manner as a composite layout on such terms and conditions as the Developer Promoter may deem fit and proper;

3.4.2. The phase-wise development of the Property including the Common Amenities of the Project will take substantial time for completion;

3.4.3. The Developer Promoter shall be entitled to develop the Common Amenities for the Property and the Project jointly;

3.4.4. In the course of development of the Project and the Property, the Developer Promoter shall be entitled to amend or substitute the sanctioned layout plan

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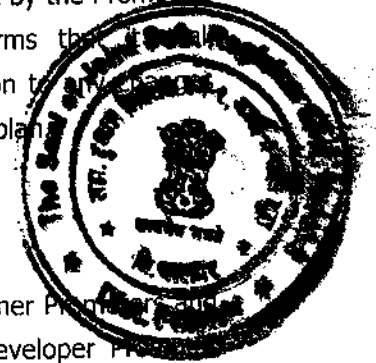
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(including the Common Amenities of the Project), building plans, floor plans (save and except the Flat), elevations and designs from time to time in accordance with Applicable Laws and the Purchaser has accorded its consent to the Developer Promoter for the same.

#### 4. PLANS

4.1. The Landowner Promoters have procured certain development approvals till date in respect of the Project, which are uploaded on the Government Portal and the Promoters shall procure and upload the balance approvals on the Government Portal from time to time. The Purchaser hereby consents and confirms that it shall be the sole responsibility of the Purchaser to review and visit the Government Portal from time to time to get regular updates on the development/construction approvals of the Project and that the Promoters shall not be required to send any separate updates to the Purchaser herein.

4.2. The Purchaser acknowledges the right of the Promoters to amend / revise the building plans and the lay out plans, in the interest of the development to be done in the Project, subject to provisions of the applicable law and hereby accords its consent to the Promoters in respect of the same. If as per the provisions of the applicable laws, any consent of the Purchaser is required for change of layout plans/building plans of the Project, then the Purchaser shall be deemed to have given such consent unless objected within a period of seven (7) days, from the date of the written intimation for such consent by the Promoters or either of them. The Purchaser hereby further confirms that it shall not substantiate/provide specific reasons for raising any objection to the layout proposed by the Promoters to the layout/building plans/floor plan.



#### 5. AGREEMENT

5.1. The Purchaser hereby agree/s to purchase from the Landowner Promoters with the confirmation of the Developer Promoter the Landowner Promoters hereby agree to sell to the Purchaser, the Flat more particularly described in the **Third Schedule** hereunder written and shown hatched on the floor plan annexed hereto and marked as **Annexure "G"** for the Total Consideration of **Rs. 40,35,063/- (Rupees Forty Lakhs Thirty Five Thousand Sixty Three Only)** subject to the terms and conditions mentioned herein or in the approvals issued or granted by the Sanctioning Authorities.

5.2. It is clarified that the Car Parking Spaces, if so allotted, shall be identified by the Developer Promoter for the ease of systematic parking of vehicles and to avoid any confusion whilst parking their vehicles by the purchasers of various units in the Building / Project. The Purchaser hereby acknowledges that if any Car Parking Space is allotted then the same shall be an exclusive amenity attached to the

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Flat. Further, the location of the Car Parking Space/s shall be finalized latest by the time possession of the Flat is handed over to the Purchaser and that the Flat and the Car Parking Space/s shall at all times be held by the Purchaser as one composite unit.

5.3. The Parties acknowledge that the Premises fall within the entitlement of Landowner Promoters in terms of the Allocation Agreement read with the Agreement for Sale dated 23<sup>rd</sup> November 2020 registered under Serial No. Vasai-5-5737/2020.

## 6. PAYMENTS

6.1. The Purchaser has paid to Landowner No. 3 Promoter (on behalf of the Landowner Promoters) a sum of **Rs. 16,51,000/- (Rupees Sixteen Lakhs Fifty One Thousand Only)** out of the Total Consideration (the payment and receipt whereof, Landowner Promoters doth hereby admit and acknowledge and acquit, release and discharge the Purchaser from the payment thereof) being the earnest money / part consideration on or before the execution of this Agreement and agrees to pay the balance sum of **Rs. 23,84,063/- (Rupees Twenty Three Lakhs Eighty Four Thousand & Sixty Three only)** in the manner as more particularly set out in **Annexure "H"** hereto annexed, for the Flat/Car Parking Space/s, time being of the essence of this Agreement.



6.2. Provided that any deduction of an amount made by the Purchaser on account of Tax Deduction at Source, if any ("TDS") as may be required under prevailing law while making any payment to Landowner No. 3 Promoter (on behalf of the Landowner Promoters) under this Agreement, shall be acknowledged / credited by Landowner No. 3 Promoter (on behalf of the Landowner Promoters) only upon Purchaser submitting the original tax deduction at source certificate and provided that the amount mentioned in the certificate matches with the Income Tax Department site.

6.3. Provided further that, if any such certificate is not produced, the Purchaser shall pay equivalent amount as interest free deposit to Landowner No. 3 Promoter (on behalf of the Landowner Promoters), which deposit shall be refunded by Landowner No. 3 Promoter (on behalf of the Landowner Promoters) to the Purchaser, upon the Purchaser producing such certificate. It is hereby agreed that until receipt of the certificate as aforesaid, the Developer Promoter shall not be liable to handover possession of the Flat to the Purchaser.

6.4. Time for payment of the aforesaid instalments and other amounts payable under this Agreement shall be of the essence of this Agreement and the Purchaser shall, without prejudice to its other rights available in law and under this Agreement,

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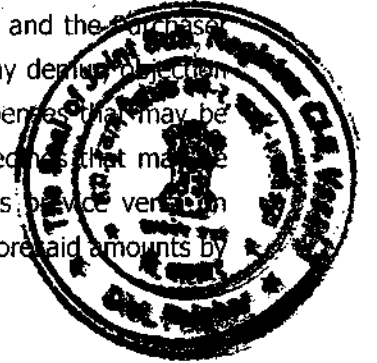
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be liable to pay interest at the rate prescribed under the Act on all delayed payments.

- 6.5. The Purchaser is also, aware that the sale transaction contemplated herein will be subject to Goods and Services Tax ("GST") at the applicable rates on the Total Consideration of the Flat/Premises and on all other amounts payable under this Agreement or part thereof. The Purchaser hereby agrees to pay the applicable Taxes on the Total Consideration of the Flat/Premises and/or the Maintenance Amount and Other Charges, payable under this Agreement (as may be levied by the appropriate Government by way of increase in rates or introduction of new levies or in any other manner) to Landowner No. 3 Promoter (on behalf of the Landowner Promoters), if any, being the amount payable towards the Taxes as and when demanded by Landowner No. 3 Promoter (on behalf of the Landowner Promoters). The Purchaser hereby also agrees to pay to Landowner No. 3 Promoter (on behalf of the Landowner Promoters), the said amount together with any increase thereto and/or interest and/or penalty, if any, that may be levied on the payment of the Taxes (prospectively or retrospectively levied by the Competent authority), when demanded by Landowner No. 3 Promoter (on behalf of the Landowner Promoters).

The aforesaid conditions will form part and parcel of fundamental terms of this Agreement.

- 6.6. The Total Consideration is exclusive of Maintenance Amount, Other Charges and Taxes as are or may be applicable and/or payable hereunder or in respect of the Flat/Premises or otherwise, now or in future. The Purchaser confirms and agrees that the Maintenance Amount, Other Charges and Taxes for the Building and for the Project shall be solely borne and paid by the Purchaser and the Purchaser agrees to pay the same when due or demanded, without any deduction or set off. The Purchaser shall also fully reimburse the expenses that may be incurred by Promoters consequential upon any legal proceedings that may be instituted by the concerned authority/ies against Promoters, be it in any account of such liability arising out of non-payment of the aforeaid amounts by the Purchaser.



- 6.7. In addition to the above, the Purchaser shall also bear and pay such charges, fees, expenses as may be fixed by Landowner No. 3 Promoter (on behalf of the Landowner Promoters) and also the taxes as may be applicable for utilizing the additional facilities and amenities as provided in the Project and permitted to be utilized by the Purchaser.
- 6.8. The Purchaser/s shall pay to Landowner No. 3 Promoter (on behalf of the Landowner Promoters) a sum of **Rs. 2,10,000/- (Rupees Two Lakh Ten**

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 2. A signature in the middle, possibly 'S. S. S.'.  
 3. The number '3714' written on the right.

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Other Charges shall be payable by the Purchaser/s at the time of possession along with applicable GST.

6.9. The Purchaser/s shall on or before delivery of possession of the said Flat make payment to Landowner No. 3 Promoter (on behalf of the Landowner Promoters) in respect of the other charges / cost as mentioned in Clause 6.8 above.

6.10. The Landowner No. 3 Promoter (on behalf of the Landowner Promoters) shall not be liable to refund any amounts paid by the Purchaser towards TDS, GST and/or any other taxes, cess, dues, duties, imposition, premium, surcharge, fees, levies or any other charges levied by state and/or central government and/or MHADA and/or MCGM and/or corporation and/or concerned local authority and/or any other competent authority (levied prospectively or retrospectively) together with such interest and/or penalty levied thereupon by the state and/or central government and/or corporation and/or concerned local authority and/ or any other competent authority on the Total Consideration and/or on other amounts specified herein and/or arising out of this transaction and/or to pay to Landowner No. 3 Promoter (on behalf of the Landowner Promoters) any interest, penalty, compensation, damages, costs or otherwise.



Notwithstanding, what is mentioned in this Agreement, it is hereby agreed by and between the Landowner Promoters and the Purchaser that the Landowner Promoters shall at its sole discretion, be entitled to escalate any or all of the amounts (including but not limited to the ad hoc non-interest bearing security maintenance charges or corpus deposit or any other charges and/or deposits and/or any other amounts etc.) mentioned hereinabove and upon receipt of demand from the Landowner Promoters, the Purchaser hereby agrees to forthwith pay the same to the Landowner Promoters within a period of seven (7) days without any delay or demur being the essence of this Agreement. It is hereby further agreed between the Landowner Promoters and the Purchaser that, in the event if any GST and/or any other tax by whatsoever name called is levied by the central or state Government, local authority and/or competent authority upon any of the amounts and/or deposits and/or charges payable by the Purchaser to the Landowner Promoters as mentioned hereinabove then, the same shall be solely borne and paid by the Purchaser alone.

6.12. The Purchaser hereby agrees and undertakes to and it shall be obligatory and mandatory upon the Purchaser to contribute and pay his/her/its/theirs proportionate share towards cost, charge, expense, maintenance charges, taxes, duties, cess and other outgoings in respect of the Premises, Flat and/or the Project and/or any part or portion thereof and such share to be determined by the Landowner Promoters having regard to the area of each of the flat/unit/premises, etc. and the Purchaser shall not be entitled to ask for or claim

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adjustment or settlement of the deposit amounts and/or advance maintenance charges and/or any other amounts collected by the Promoters under this Agreement (including but not limited to the deposits and/or advance maintenance charges and/or any other amounts by whatsoever name called herein) against proportionate share towards cost, charge, expense, maintenance charges, taxes, duties, cess and other outgoings in respect of the Premises and/or the said Property and/or any part or portion thereof. Without prejudice to any other right of the Landowner Promoters under this Agreement, the Landowner Promoters shall at its sole discretion be entitled to adjust the deposit(s) and/or advance maintenance charges and/ or any other amounts by whatsoever name called collected under this Agreement against any amounts due and/or maintenance charges and/or towards cost, charge, expense, taxes, duties, cess and other outgoings in respect of the Premises and/or the said Property and/or any part or portion thereof payable by the Purchaser under this Agreement to the Landowner Promoters and/or its nominees and/or the competent authority.

- 6.13. It is specifically agreed that the Landowner Promoters have agreed to accept the aforesaid Total Consideration on the specific assurance of the Purchaser that the Purchaser shall:
- 6.13.1. make payment of the instalments as mentioned hereinabove, to the Promoters from time to time without any delay or demur for any reason whatsoever, time being of the essence;
- 6.13.2. observe all the covenants, obligations and restrictions stated in this Agreement; and
- 6.13.3. any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a major breach of the terms of this Agreement by the Purchaser.
- 6.14. It is specifically agreed that the Total Consideration is a composite price without there being any apportionment.
- 6.15. The Purchaser hereby agrees and undertakes that he/she/they accords his/her/their irrevocable consent that any payment made by the Purchaser to the Landowner Promoters hereunder shall, notwithstanding any communication to the contrary be appropriated in the manner below:
- 6.15.1. firstly, towards Taxes and statutory dues in relation to the Flat/Premises and/or this Agreement;



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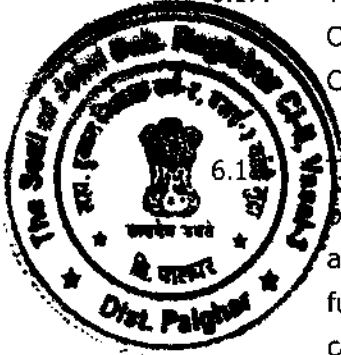
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- 6.15.2. secondly, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration;
- 6.15.3. thirdly, towards interest on any delayed amounts payable hereunder;
- 6.15.4. fourthly, towards the Maintenance Amount and Other Charges; and
- 6.15.5. finally towards Total Consideration.

Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Purchaser, with regard to appropriation / application of the payments made hereunder shall be valid or binding upon the Landowner Promoters.

- 6.16. All payments shall be made by the Purchaser within 15 (fifteen) days of notice in writing by the Landowner Promoters to be given as hereinafter mentioned.
- 6.17. Time for payment is the essence of this Agreement. In addition to the Total Consideration, the Purchaser shall be liable to pay Maintenance Amount, Other Charges and Taxes as mentioned in this Agreement.



- 6.18. The Landowner Promoters shall confirm the final carpet area of the Flat that has been allotted to the Purchaser after the construction of the Building is complete and the Occupancy Certificate is granted by the Sanctioning Authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of +/-3%. The total price payable for the carpet area of the Flat shall be recalculated upon confirmation by the Landowner Promoters. If the total carpet area of the Flat reduces below than 3%, then the Landowner Promoters shall refund the excess money paid by Purchaser within forty-five (45) days with annual interest at the rate specified in the Act, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area of the Flat over and above 3%, then the Landowner Promoters shall demand additional amount from the Purchaser as per the next milestone of the payment plan. All these monetary adjustments shall be made at the rate of Rs.1,00,000/- (Rupees One Lakh only) per square meter (carpet area).
- 6.19. The Total Consideration is escalation-free. In the event, there is any escalation/increase, due to increase on account of development charges, taxes 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, then the same shall be collected from the Purchaser under the head of Other Charges. The Landowner Promoters undertake and agree that while raising a demand on the Purchaser for increase in development charges, taxes, cost, or levies imposed by the competent authorities etc., the Landowner

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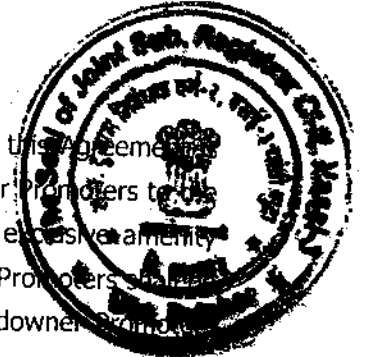
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Promoters shall enclose the said notification / order / rule / regulation / notice / letter published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments and the Purchaser shall pay the same to the Landowner Promoters as per the next milestone of the payment plan.

- 6.20. The Total Consideration to be paid by the Purchaser to the Landowner Promoters under this Agreement shall be made by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of the "**Vastu Developers-ECD A/C**", maintained with **Vasai Vikas Sahakari Bank having Account Number 00311050000040** ("the Designated Account"). In case of any financing arrangement entered by the Purchaser with any bank or financial institution with respect to the purchase of the Flat/Premises, the Purchaser undertakes to direct such bank or financial institution to and shall ensure that such bank or financial institution does disburse/pay all such amounts forming part of the Total Consideration as due and payable to the Landowner Promoters on the respective dues date/s through an account payee cheque/demand draft/pay order/wire transfer/any other instrument in favour of the Designated Account, as the case may be. Any payment made into favour of any other account other than the Designated Account and/or any other account as may be instructed in writing by the Landowner Promoters as mentioned above shall not be treated as payment towards the Flat/Premises and shall be construed as a breach on the part of the Purchaser.
- 6.21. The payment towards the Maintenance Amount, Other Charges and Taxes shall be made by the Purchaser to the Landowner Promoters in accordance with the demand raised by the Landowner Promoters.

## 7. RIGHTS OF THE LANDOWNER PROMOTERS

- 7.1. It is expressly agreed that the right of the Purchaser under this Agreement is only restricted to the Flat agreed to be sold by the Landowner Promoters to the Purchaser and the allotment of Car Parking Space/s as an exclusive amenity attached to the Flat and all other premises of the Landowner Promoters shall be the sole property of the Landowner Promoters and the Landowner Promoters shall be entitled to sell or deal with the same without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever.
- 7.2. The Purchaser hereby grants his/her/their irrevocable authority, permission and consent to the Promoters, that the Promoters shall have the sole and absolute right and authority and shall be entitled to deal with, sell or allot or otherwise dispose of any part or portion of the Building constructed in the Project, as the case may be.



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7.3. It is hereby expressly agreed that the Landowner Promoters shall always be entitled to sell the flats / in the Building / Project for the purpose of using the same for residence/retail as well as for such other user as may be permitted by the Sanctioning Authorities and the purchasers thereof shall be entitled to use such premises purchased by them accordingly and similarly the Purchaser shall not object to the use of the flat and/or the for the aforesaid purposes by the respective purchasers thereof.

Hereafter, if any further FSI including fungible FSI or on account of TDR or otherwise by whatever name called is permitted to be utilized on the said Property in accordance with the applicable law, the same shall inure to the benefit of the Promoters, till the transfer of the said Property in favour of the Society.

7.4. The rights of the Purchaser and the purchasers of other premises in the Building shall be subject to and shall not dilute the overall authority, control and right of the Landowner Promoters in respect of any of the matters concerning the Landowner Promoters' entitlement in the Project, the construction and completion thereof and all the amenities pertaining to the same. The Landowner Promoters shall have the absolute authority and control as regards the unsold premises forming part of the Landowner Promoters' entitlement in the Project and the disposal thereof. The Landowner Promoter shall be liable to pay only municipal taxes as applicable at actuals and shall not be liable to pay any maintenance in respect of the unsold premises forming part of the Landowner Promoters' entitlement in the Project.



7.5. Till the entire development of the Property is completed, the Purchaser shall not interfere in any manner in any work of development or construction and the Promoters alone shall have full control, absolute authority and say over the unallotted areas, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the Property and the Purchaser shall have no right or interest in the enjoyment and control of the Promoters in this regard. Without prejudice to the generality of the foregoing, the Purchaser agrees, confirms and warrants that the Promoters shall until the completion of the entire development of the Property have full and free access to the Project for and/or in connection with any and all promotional and/or other activities, including photoshoots, and the Purchaser (and the Organization/Association) shall not, nor shall they be entitled to, obstruct, impede and/or otherwise interfere with the Promoters said rights under any circumstances whatsoever.

7.6. In the event, the Promoters have paid or is required to pay any amount by way of premium, betterment charges, development charges etc. to any Sanctioning Authority or other authority, the same shall be reimbursed by the Purchaser to the Landowner Promoters in proportion to the carpet area wherever applicable

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of the Flat or otherwise as may be determined by the Landowner Promoters under the head Other Charges. Non-payment of the same shall constitute a breach of this Agreement. Provided however, it is hereby clarified that the Landowner Promoters shall enclose the requisite notification / order / rule / regulation / letter / notice published / issued in that behalf along with the demand letter which will be issued by the Landowner Promoters and the Purchaser shall be liable to pay such amounts to the Landowner Promoters, within fifteen (15) days of such demand being made by the Promoters.

- 7.7. The Landowner Promoters shall be at liberty to sell, assign, transfer mortgage or otherwise deal with its right, title and interest to the extent of the Landowner Promoters entitlement in the Project and/or the Building, provided that the same does not in any way materially prejudice the right of the Purchaser in respect of the Premises.
- 7.8. The Promoters are retaining unto themselves full rights for the purpose of providing ingress or egress from the said Property/ Larger Property in the manner deemed fit by the Promoters and the Purchaser/s unequivocally consents / agrees not to raise any objection or dispute regards the same now or any time in the future and the Purchaser/s acknowledges that hardship may be caused during such time and undertakes expressly never to object to the same.

## 8. RIGHTS OF THE DEVELOPER PROMOTER

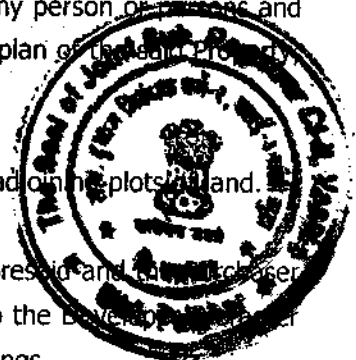
- 8.1. The Developer Promoter shall be at liberty to cause amendments to the lay-out plan of the said Property, the building plans, other Approvals for, including but not limited to:

8.1.1. acquisition of additional plots of land from any person or persons and inclusion of such plots of land in the lay out plan of the said Property, and

8.1.2. amalgamation of the said Property with any additional plots of land.

The Purchaser shall not have any objection to the aforesaid and the Purchaser does hereby grant his/her/their irrevocable consent to the Developer Promoter to carry out the necessary acts, deeds, matters and things.

- 8.2. The Developer Promoter shall be entitled to nominate or appoint a project management agency, of its choice, at its sole discretion as it may deem fit and proper ("Project Management Agency") to manage the operation and maintenance of the Project including but not limited to the Building, Common Amenities of the Project, STPs, garbage disposal system and such other facilities that the Developer Promoter shall install and intend to maintain for a period of



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at least 3 (three) years after the Project is fully developed and occupation certificate for the last building is obtained from the Sanctioning Authority and for subsequent period (at the discretion of the Promoters) for such remuneration/fee, (and escalation thereto) as may be applicable. The Developer Promoter shall have the authority and discretion to negotiate with such Project Management Agency and to enter into and execute a formal Agreement/s for maintenance and management of infrastructure with it/them. The Developer Promoter may enter into other related agreements with any other company or organization as may be necessary for effective, full and efficient management of the infrastructure and Common Amenities of the Project until the aforesaid period. It is hereby clarified that either the Developer Promoter or the Project Management Agency shall have a right to recover the amounts from the various purchasers in the Project towards the maintenance and outgoings for upkeep and maintenance of the Project.



In such event, the Purchaser agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Developer Promoter or the Project Management Agency, including without limitation, payment of the Purchaser's share of the project management fee as aforesaid. It is hereby clarified that upon receiving written instructions from the Developer Promoter, the Purchaser shall either directly pay the aforesaid project management fees to the Developer Promoter or the Project Management Agency.

8.3. It is hereby clarified that the Developer Promoter shall not be responsible, accountable or liable in any manner whatsoever to any person including the Purchaser, the Society for any act, deed, matter or thing committed or omitted to be done by the Project Management Agency and/or any such other agency, firm, corporate body, organization, association or any other person/s in the course of such maintenance, management, control and regulation of the Project.

8.4. Subject to the provisions of the applicable laws, the Developer Promoter shall be entitled to make variations/re-locations in water, power, sewage, telephone and other service and utility connection, facilities and underground water tanks, pumps, Common Amenities of the Project and their dimension as the Developer Promoter deems fit.

8.5. The Developer Promoter shall be entitled to designate any spaces/areas in the Project, the Building, or any part thereof for third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed by the occupants of the flats/shops to be constructed thereon. Such designation may be undertaken by the Developer Promoter on lease, leave and license basis or such other method as it may deem fit. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub-stations, towers) in respect of the utility

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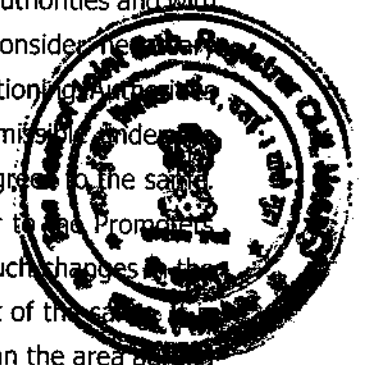
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services may be laid/provided in the manner the Developer Promoter may require, and may be utilised in common by occupants of flats/shops in the Project / Building, as the case may be. The Developer Promoter and its workmen / agents / contractors / employees and/or occupants of the neighboring buildings and any third party contractors shall be entitled to access and service such infrastructure and utilities over the Project, the Building or any part thereof, as the case may be, without any restriction/obstruction/ inconvenience from the Purchaser.

- 8.6. The Developer Promoter shall be entitled to give portion of the said Property on lease basis, to such third-party service provider, for an electric sub-station, as may be required under the provisions of the applicable laws.
- 8.7. The Developer Promoter shall have an irrevocable and perpetual right to put a hoarding on any part of any Building including on the terrace and/or on the parapet wall and the aforesaid hoardings may be illuminated of neon signs/logos and for that purpose, the Developer Promoter is fully authorised to put up temporary structures/erections for installation of cables, satellites, communication equipment, wireless equipment etc. The Purchaser agree/s not to object or dispute the same.
- 8.8. It is agreed between the Parties that the Developer Promoter shall be entitled to develop the Property in phase-wise manner and/or sector-wise and/or project wise manner as the Developer Promoter may desire.

9. **OBLIGATION OF THE PROMOTERS**

- 9.1. The Developer Promoter shall construct the Project in accordance with the plans, designs, specifications that, are approved by the Sanctioning Authorities and with such variations and modifications as the Promoters may consider necessary and/or convenient and/or as may be required by the Sanctioning Authorities and/or any other concerned authority/s, and as may be permissible under the provisions of the applicable laws and the Purchaser hereby agrees to the same. This shall operate as an irrevocable consent of the Purchaser to the Promoters for carrying out construction as per the proposed plans and such changes in the building plans as may be necessary for the effective fulfilment of the same. It is clarified that in the event, the final area of the Flat is more than the area agreed to be provided, the Purchaser agrees and undertakes to pay additional consideration to the Promoter for such excess area on pro rata basis, based on the Total Consideration stated in Clause 6.1 hereinabove. The price of the Flat is based on the price of the building materials such as cement, steel, bricks, timber etc. and labour charges ruling as on today, however, during the progress of work, increase in the price of any of these materials used in the construction work and/or labour charges takes place on account of any reason statutory or otherwise the cumulative effect of such increase as assessed by the Developer



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Promoters' architect shall be debited to the Developer Promoter's account who shall pay the same on demand. In the event the increased incidents are to be charged and recovered by the Developer Promoter, then the Developer Promoter shall instruct the Landowner Promoters to recover such amounts from the Purchaser. Within 15 (Fifteen) days from the date of receipt of instructions from the Developer Promoter, the Landowner Promoter shall instruct the Purchaser to pay such amounts to the Landowner Promoter. Within 15 (fifteen) days from the receipt of the demand in writing from the Landowner Promoters in that regard, the Purchaser shall pay such amounts to the Landowner Promoters which shall then be forwarded by the Landowner Promoters to the Developer Promoter within 15 (Fifteen) days from the date of receipt of such payment from the Purchaser, time being of the essence. The decision of the Developer Promoter in this regard shall be final and binding on the Purchaser.

- 9.2. The Landowner Promoters agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the Sanctioning Authorities at the time of sanctioning the plans or thereafter and the Developer Promoter shall before handing over possession of the Flat to the Purchaser, obtain from the concerned authority the occupation certificate in respect of the same.



The Landowner Promoters hereby agree that, before handing over possession of the Flat to the Purchaser and in any event before transferring the said Property in favour of the Society, they shall make full and true disclosure of the nature of its title to the said Property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said Property and shall as far as practicable, ensure that the said Property is free from all encumbrances and shall complete its title to the said Property so as to cause the transfer of the ownership rights of the said Property in favour of the Society.

- 9.4. The Landowner Promoters shall maintain a separate account in respect of sums received by the Landowner Promoters from the Purchaser towards Maintenance Amounts and shall utilize the Maintenance Amounts only for the purposes for which they have been received.
- 9.5. The Purchaser is aware that the obligation of the Landowner Promoters is (i) to maintain title to the said Property and transfer the ownership rights of the said Property in favour of the Society in the manner set out in this Agreement and (ii) obtain the permissions and approvals required to be obtained for getting the amended approved plan as proposed by the Developer Promoter and (ii) MOEF Permission for the Property. Save and except the aforementioned the Landowner Promoters have no obligation / responsibility in respect of the construction and development of the Project or the delivery of the Premises to the Purchaser.

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- 9.6. The Promoters shall have the exclusive right to promote, manage and undertake all public events held in the common areas of the Property and to apply the net revenues generated therefrom towards costs incurred by the Promoters in undertaking its diverse obligations for development of the Property.
- 9.7. The Developer Promoter shall be entitled to construct temporary structures, including site offices/sales lounges on the Property for and/or in connection with the development of the Property and shall have the right to access the same at any time without any restriction whatsoever. It is clarified that the Promoters right to access the site offices and/or other temporary structures shall subsist irrespective of whether the Project is transferred to the Organization in the manner stated in this Agreement and shall continue until the entire Property is developed.
- 9.8. The development potential of the Property may increase during the course of development thereof, and the Promoters shall be entitled to all such increments and accretions.

10. **LOAN AGAINST THE FLAT**

- 10.1. It is hereby further expressly agreed that if the Purchaser approaches / has approached any bank / financial institution / or any other lender (hereinafter referred to as "**Purchaser's Lender**") for availing of a loan in order to enable the Purchaser to make payment of the Total Consideration, Maintenance Amount, Other Charges and Taxes or part thereof in respect of the Flat/Premises to the Landowner Promoters and/or mortgaged / mortgages the Flat with the Purchaser's Lender (which is to be subject to issuance by the Promoters of a no-objection letter in favour of the Purchaser's Lender) for repayment of the loan amount, it shall be the sole and entire responsibility of the Purchaser to ensure the timely payment of the Total Consideration, Maintenance Amount, Other Charges and Taxes or the part thereof and/or the amounts payable hereunder. Further, the Landowner Promoters shall not be liable or responsible for the repayment to the Purchaser's Lender of any such loan amount or any part thereof taken by the Purchaser. All costs in connection with the procurement of such loan and mortgage of the Flat/Premises and payment of charges to the Purchaser's Lender shall be solely and exclusively borne and incurred by the Purchaser. Notwithstanding the provisions hereof, it is clarified that until all the amounts (including Total Consideration, Maintenance Amount, Other Charges and Taxes) payable hereunder have not been paid, the Landowner Promoters shall have a lien on the Premises to which the Purchaser has no objection and hereby waives his/her/their/its right to raise any objection in that regard.

- 10.2. The Purchaser hereby expressly agrees that so long as the aforesaid loan remains unpaid/outstanding, the Purchaser, subject to the terms hereof, shall not sell,

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transfer, let out and/or deal with the Flat in any manner whatsoever without obtaining the prior written permission of the Promoters and the Purchaser's Lender. The Promoters shall not be liable or responsible for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Purchaser to inform the Society about the lien / charge of such Purchaser's Lender and the Landowner Promoters shall not be liable or responsible for the same in any manner whatsoever.

10.3. Notwithstanding anything contained herein it shall always be obligatory on the part of the Purchaser to pay the installments of the Total Consideration as and when due under the terms of this Agreement and the Purchaser shall duly and promptly pay the installments of the Total Consideration irrespective of the fact that the Purchaser has / have applied for the loan to such financial institution, banks, or such other institutions and further irrespective of the fact that the said loans are being under process and sanction awaited and/or is rejected. The Purchaser shall not be permitted to raise any contention in respect of his/her/their/its failure to pay the installments of the Total Consideration on time and on the due dates on the basis that the Purchaser has applied for loans to such financial institution, banks or such other institutions and that the same are under process of disbursement or that the said loan application of the Purchaser is rejected. In the event of the failure of the Purchaser to pay the installments of the consideration amount the Landowner Promoters shall be entitled to enforce their rights as mentioned herein.



10.4. The Purchaser shall indemnify and keep indemnified the Promoters and its successors and assigns from and against all claims, costs, charges, expenses, damages, actions and losses which the Promoters and their successors and assigns may suffer or incur by reason of any action that the Purchaser's Lender may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the said loan in respect of the Flat. Notwithstanding the provisions hereof, the Purchaser hereby agrees and undertakes that the Landowner Promoters shall have first lien/charge on the Flat towards all the claims, costs, charges, expenses and losses etc. of the Landowner Promoters and the Purchaser further undertakes to reimburse the same to the Landowner Promoters without any delay, default or demur.

## 11. DEFAULT BY THE PURCHASER AND THE CONSEQUENCES

11.1. On the Purchaser committing three (3) defaults in payment on due date (time being the essence of contract) of any amount due and payable by the Purchaser to the Landowner Promoters under this Agreement (including the Purchaser's share of Maintenance Amount, Other Charges and Taxes as mentioned

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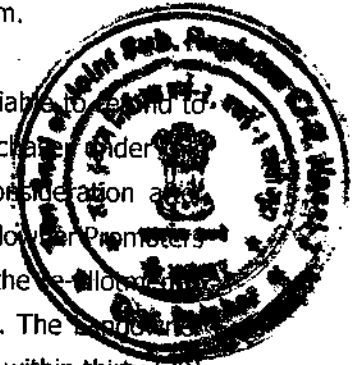
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hereinabove) and/or on the Purchaser committing breach of any of the terms and conditions herein contained, the Landowner Promoters shall be entitled at their own option to terminate this Agreement.

11.2. Provided always that, the power of termination hereinbefore contained shall be without any reference or recourse to any judicial authority. However, such power shall not be exercised by the Landowner Promoters unless and until the Landowner Promoters shall have given to the Purchaser fifteen (15) days prior notice in writing at the address provided by the Purchaser of its intention to terminate this Agreement and of the specific breach or breaches (including the breach in respect of payment of instalments and interest thereof, if any) of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Purchaser in remedying such breach or breaches within a period of fifteen (15) days as provided in such cure notice. It is hereby clarified that, this Agreement shall be deemed to be terminated upon expiry of the termination notice of fifteen (15) days. On termination of this Agreement, the Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Landowner Promoters or against the Premises or under this Agreement except for refund of the Total Consideration paid by the Purchaser till such termination after deducting therefrom (i) Liquidated Damages, (ii) any interest on delayed payments, (iii) brokerage paid by the Landowner Promoters at actuals towards the sale of the Flat, and (iv) cost of any white good/s, commodity, gift or facility provided free of cost, as and by way of promotional activity to the Purchaser (collectively referred to as the "Recovery Amounts"). In the event, the Landowner Promoters are unable to recover all the aforesaid amounts from the amounts forfeited, then the Landowner Promoters shall be entitled to recover such shortfall separately from the Purchaser as an independent claim.

11.3. Provided further that, the Landowner Promoters shall not be liable to refund to the Purchaser any Taxes and Other Charges paid by the Purchaser under this Agreement. It is hereby clarified that, such balance sale consideration after deducting the Recovery Amounts, shall be refunded by the Landowner Promoters to the Purchaser only out of the sale proceeds arising out of the re-allotment/sale of the Flat by the Landowner Promoters to a third party. The Landowner Promoters shall be refunding the said amount to the Purchaser within thirty (30) days from the date of receipt of intimation from the Landowner Promoters that it has re-sold/re-allotted the Flat to a third party provided the Purchaser executes a Deed of Cancellation in respect of the Flat with the Promoters and hands over originals of all the documents executed in respect of the Flat including the Agreement for Sale, to the Landowner Promoters. The Landowner Promoters shall be entitled to re-sell/allot the Flat to a third party, from the date of the termination of this Agreement for Sale, without any reference/recourse to the Purchaser and the only claim that the Purchaser shall have against the



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 - A signature on the left, possibly 'P. Kumar'.  
 - Two sets of initials in the center, possibly 'J.P.' and 'K.P.'.  
 - The number '314' with a small mark above it on the right.



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Landowner Promoters shall be refund of the aforesaid amounts as stated in Clause 11.2 hereinabove.

11.4. In the event, the Landowner Promoters inform the Purchaser that they are unable to undertake the Project due to force majeure events and/or any reason/s beyond the Promoters' control, then notwithstanding anything contained in the preceding point, and as a consequence thereto, if the Purchaser decides to cancel/terminate this Agreement, then the Landowner Promoters shall be liable to refund all amounts received from the Purchaser till then (excluding the Taxes deposited with the government) within thirty (30) days from the date of termination of the Agreement provided the Purchaser executes a Deed of Cancellation in respect of the Flat with the Promoters and hands over originals of all the documents executed in respect of the Flat including the Agreement for Sale to the Landowner Promoters. The Purchaser hereby agrees and acknowledges that upon termination, the Purchaser shall not have any further claim against the Promoters, in respect of the Premises or arising out of this Agreement except refund of the aforesaid amounts from the Landowner Promoters and the Landowner Promoters shall be at liberty to sell the Flat and to use it as an exclusive amenity of Car Parking Space/s attached to the Flat to any other person or persons at such price and upon such terms and conditions as the Landowner Promoters may deem fit and proper at their sole discretion.



It is hereby agreed between the Parties hereto that, receipt of the aforementioned refund either under Clause 11.3 or Clause 11.4 above, as the case may be, by way of cheque, if any, by registered post acknowledgment due at the address mentioned above, whether encashed by the Purchaser or not, will be considered as the payment made by the Landowner Promoters towards such refund and the liability of the Landowner Promoters in terms of the said refund shall come to an end forthwith. On termination of this Agreement, the Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever, except for the refund of the aforesaid amounts (subject to deductions) either against the Landowner Promoters or against the Flat. The Landowner Promoters shall be entitled to re-sell/allot the Flat to a third party, from the date of the termination of this Agreement for Sale without any reference/recourse to the Purchaser and the only claim that the Purchaser shall have against the Landowner Promoters shall be refund of the aforesaid amounts as stated in Clause 11.2 hereinabove.

11.6. If the Purchaser in order to augment the resources in his/her/their hand for the purpose of payment of consideration amount to the Landowner Promoters under this Agreement, seeks a loan from the Purchaser's Lender against the security of the Flat subject to the consent and approval of the Promoters, then in the event of (a) the Purchaser committing a default of the payment of the instalments of the consideration amount as mentioned herein, and (b) the Landowner

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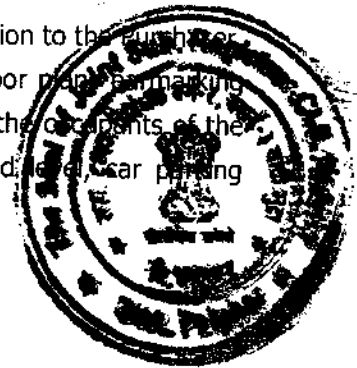
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Promoters exercising its right to terminate this Agreement, the Purchaser shall clear the mortgage debt outstanding at the time of the said termination. The Purchaser shall obtain the necessary letter from such Purchaser's Lender and resale of the Flat by the Landowner Promoters stating that the Purchaser has cleared the mortgage debt. On receipt of such letter from the Purchaser's Lender, the Purchaser shall be (subject to what is stated in Clause 11.2 regarding the forfeiture) entitled to the refund of the amount so paid by him/her/them to the Landowner Promoters towards the Flat excluding the Taxes paid till then. Notwithstanding all that is stated hereinabove, it shall always be obligatory on the part of the Purchaser to pay the instalments of the consideration amount as and when due under the terms of this Agreement, irrespective of the fact that the Purchaser has applied for the loan to the Purchaser's Lender and further irrespective of the fact that the said loan is under process and sanction is awaited and/or is rejected.

- 11.7. All the rights and/or remedies of the Promoters including aforesaid rights and remedies of the Promoters are cumulative and without prejudice to one another.

12. **FIXTURE/FITTINGS AND COMMON AMENITIES**

- 12.1. The Flat shall comprise of fixtures, fittings, facilities and amenities as more particularly mentioned in **Annexure "F"** annexed hereto.
- 12.2. The Common Amenities and Facilities of the Project as more particularly mentioned in **Annexure "E"** annexed hereto, shall be used and enjoyed by all the residential occupants of the Project.
- 12.3. Prior to execution hereof, the Promoters have given inspection to the Purchaser the sanctioned plans of the Project and the sanctioned floor plan, marking the Building along with specific areas for exclusive use of the occupants of the Building including the entrance gate, lobby at the ground level, car parking spaces and any common areas.



13. **POSSESSION**

- 13.1. The possession of the Flat shall be offered by the Developer Promoter to the Purchaser after the Flat is ready for use and occupation and after the occupation certificate/part occupation certificate in respect of the Flat is obtained provided all the amounts towards the Total Consideration, Maintenance Amount, Other Charges and Taxes, due and payable by the Purchaser under this Agreement are duly paid by the Purchaser. The Developer Promoter shall endeavour to offer possession of the Flat to the Purchaser on or before **30<sup>th</sup> September, 2024**, subject to a grace period of six (6) months and further subject to force majeure events and other factors as specified herein. Provided however, it is hereby

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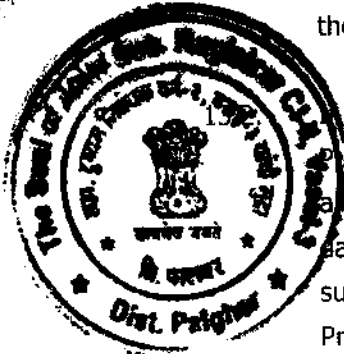
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clarified and agreed by the Purchaser that in the event, even after receipt of occupation certificate, if the government authorities are unable to provide necessary infrastructure facilities owing to shortage of such infrastructure, then, the Developer Promoter shall not be held liable in any manner whatsoever including to provide such infrastructure facilities to the Project. The Purchaser hereby expressly confirms that the Purchaser shall not raise any objection in that regard and shall accept possession of the Flat from the Developer Promoter. The Developer Promoter has informed the Purchaser that in such event, the Developer Promoter shall make alternate arrangements for water supply through tankers for the sake of convenience of the purchasers in the Project. The Purchaser hereby agrees to bear such expenses incurred for the alternate arrangements as aforesaid, which shall be charged proportionately in the monthly maintenance bill until the water connection is received from the concerned authority. The Purchaser hereby acknowledges that the water connection from the concerned authority shall be subject to availability and the rules, regulations and bye-laws of the concerned authority and agrees not to hold the Developer Promoter responsible and liable for the same.



the Developer Promoter fails or neglects to give possession of the Flat to the Purchaser on the above referred date (subject to grace period of six (6) months and force majeure and other events as mentioned herein) or within any further date or dates as may be mutually agreed between the Parties hereto, then in such case the Purchaser shall be entitled to give notice to the Landowner Promoters terminating this Agreement, in which event the Landowner Promoters shall refund to the Purchaser the amount of Total Consideration paid till such termination excluding the Taxes and Other Charges that may have been received by the Landowner Promoters from the Purchaser as instalments in part payment in respect of the Flat. In addition to refund of such amounts by the Landowner Promoters to the Purchaser, the Landowner Promoters shall also pay to the Purchaser, interest at the rate as may be prescribed under the Act from time to time from the date the Landowner Promoters received such amounts till the date the amounts and the interest thereon is repaid. The Landowner Promoters shall refund the above-mentioned amount within a period of thirty (30) days from the date of such termination provided the Purchaser executes a Deed of Cancellation in respect of the Flat with the Promoters and hands over all original documents in respect of the Flat including the Agreement for Sale to the Landowner Promoters. The Purchaser hereby agrees and acknowledges that upon termination, the Purchaser shall not have any further claim against the Promoters, in respect of the Premises or arising out of this Agreement except refund of the aforesaid amounts from the Landowner Promoters and the Landowner Promoters shall be at liberty to sell the Flat and allot as an exclusive amenity attached to the Flat to any other person or persons at such price and upon such terms and conditions as the Landowner Promoters may deem fit and proper at their sole discretion.

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- 13.3. Provided that, the Developer Promoter shall be entitled to reasonable extension of time for giving delivery of the Flat on the aforesaid date, if the completion of the Building is delayed on account of:
- 13.3.1. force majeure;
- 13.3.2. stay or injunction order affecting the development of the Larger Property / Project by any court of law, tribunal, competent authority, statutory authority, or any amendments to the applicable law, etc.;
- 13.3.3. non-availability of steel, cement, other building material, water or electric supply;
- 13.3.4. non-payment or delayed payment of instalments by the Purchaser;
- 13.3.5. labour problems, shortage of water supply or electric power or by reason of any war, civil commotion, act of God if non-delivery of possession is as a result of any notice, order, rule or notification of the government and/or any other public or competent authority or Sanctioning Authorities or of the court or on account of delay in issuance of NOC's, licenses, Approvals, occupation certificate etc. or non-availability of essential amenities, services and facilities such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise or for any reason beyond the control of the Developer Promoter;
- 13.3.6. election code of conduct;
- 13.3.7. any change in the development regulations;
- 13.3.8. any additional grant of FSI / TDR which may entail increasing the number of floors;
- 13.3.9. economic hardship;
- 13.3.10. delay in receipt of documents and/or approvals;
- 13.3.11. any other reason (not limited to the reasons mentioned above), beyond the control or unforeseen by the Developer Promoter, or its agent or not directly attributable to any wilful act or omission on its part, which may prevent, restrict, interrupt or interfere with or delay the construction of the Building including the Premises and the Project.



For the purpose of this Agreement the expression "force majeure" shall include any natural calamity, landslide, strikes, terrorist action or threat, civil commotion,

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riot, crowd disorder, labour unrest, invasion, war, threat of or preparation of war, fire, explosion, storm, flood, earthquake, typhoon, tornado, subsistence, structural damage, pandemic, epidemic, lockdown or other natural disaster, calamity or changes in law, regulations, rules or orders issued by any Court or Government authorities or any acts, events, restrictions beyond the reasonable control of the Promoters.

- 13.4. Subject to aforesaid events, if construction of the Building is not completed even within stipulated time period as mentioned in Clause 13.1 hereinabove, then by the end of such time period, the Purchaser shall be entitled to opt for an exit from the Project. If the Purchaser decide/s to opt for an exit, the Landowner Promoters shall be required to refund to the Purchaser the Total Consideration paid by the Purchaser to the Landowner Promoters till then (after deducting any Taxes and Other Charges) along with interest as may be prescribed under the Act from time to time, provided the Purchaser executes a Deed of Cancellation in respect of the Flat with the Landowner Promoters and hands over all original documents executed in respect of the Flat including the Agreement for Sale.



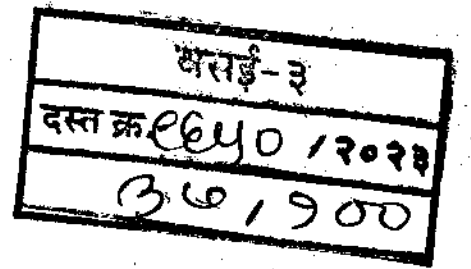
It is hereby clarified that on the occurrence of the aforesaid events as mentioned in Clause 13.3 hereinabove, the Purchaser shall not be entitled to claim any interest/damages/compensation whatsoever.

Upon possession of the Flat being delivered to the Purchaser, he/she/they/it shall have no claim against the Developer Promoter in respect of any item of work in the Flat, other than structural defect liability as per the provisions of the Act.

- 13.6. Nothing contained in these presents is intended to be nor shall be construed to be transfer of ownership in law of the said Property or the Building or any part thereof.
- 13.7. The Purchaser agrees that the return of the payment mentioned in Clause 11.3, Clause 11.4, Clause 13.2 and Clause 13.4 above constitutes the Purchaser's sole remedy in such circumstances and the Purchaser foregoes and waives any and all his/her/their rights to claim against the Promoters for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever.
- 13.8. Upon receipt of the occupation certificate, the Developer Promoter / Landowner Promoters, as the case maybe, shall give a written intimation to the Purchaser calling upon the Purchaser to pay the balance Total Consideration, Maintenance Amount, Other Charges and Taxes, within fifteen (15) days of such notice. Upon receipt of the aforesaid amounts from the Purchaser, the Developer Promoter / Landowner Promoters, as the case maybe, shall call upon the Purchaser to take possession of the Flat and the Car Parking Space/s within fifteen (15) days of the Developer Promoter / Landowner Promoters, as the case maybe, giving such

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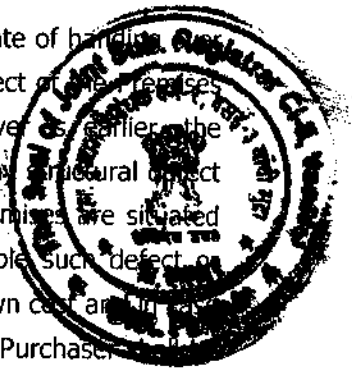


written notice to the Purchaser. Upon the expiry of the said period of fifteen (15) days, it shall be deemed that the Purchaser has taken possession of the Premises and the Premises shall be at the risk of the Purchaser (irrespective of whether possession of the Premises is actually taken by the Purchaser or not) in all respects, including loss or damage arising from the destruction, deterioration or decrease in value of the Premises. It is agreed that irrespective whether possession of the Premises is actually taken or not by the Purchaser, the Purchaser shall be responsible and liable to bear and pay to the Landowner Promoters all outgoings in respect of the Premises, all rates, property taxes, municipal taxes, cesses, assessments, betterment charges, levies and all other impositions made by the competent local or public bodies or authorities and/or Government, water charges, insurance, common lights and repairs and salaries of employees, chowkidars, sweepers, electricity, gas, water-tanker charges, telephone cables, waterlines, drainage lines, sewerage lines and other expenses and outgoings necessary and incidental to the management, administration and maintenance of the Building / Project. The Purchaser shall pay to the Landowner Promoters such proportionate share of all outgoings as may from time to time be estimated or determined by the Landowner Promoters.

13.9. The Purchaser shall, prior to taking possession of the Premises examine and satisfy himself/herself/itself with the area of the Premises and the said amenities / fixtures provided in the Flat. Thereafter, the Purchaser shall have no claim against the Landowner Promoters with respect to the Premises or any other Common Amenities of the Project or any amenities / fixtures alleged not to have been carried out completed therein or not being in accordance with the plans, specifications and / or this Agreement and / or otherwise.

13.10. Provided that, if within a period of five (5) years from the date of handing possession or deemed to have taken the possession in respect of the Premises from the Developer Promoter by the Purchaser, whichever is earlier, the Purchaser brings to the notice of the Developer Promoter any structural defect or damage in the Premises or the Building in which the Premises are situated within such period of five (5) years, then, wherever possible, such defect or damage shall be rectified by the Developer Promoter at its own cost and if it is not possible to rectify such defect or damage, then the Purchaser is entitled to receive from the Landowner Promoters reasonable monetary compensation for such defect or damage as decided by the Landowner Promoters.

Provided further, if any defect or damage is found to have been caused due to the negligence of the Purchaser or any other purchaser/s or his/her/their agents or structural defects caused or attributable to the Purchaser including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original



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structural framework, putting excess or heavy load or using the Premises other than for its intended purpose or such other reasons attributable to the Purchaser, then the Promoters shall not be liable for the same.

14. **ORGANIZATION**

14.1. The Promoters shall, within 3 (three) months of the full occupation certificate in respect of the Project and subject to receipt of the entire consideration and all other amounts due and/or payable by the purchasers of the premises in the Project, transfer to the Organization, the structures of the buildings comprised in the Project by executing/causing to be executed the necessary deed of conveyance / lease deed in favour of the Organization ("**Transfer Document**") which shall be in keeping with the terms and provisions of this Agreement.

14.2. The Transfer Document to be executed in favour of the Organization shall inter alia contain the following:



the right of the Promoters to sell or otherwise to transfer the additional construction by use of any future FSI or TDR and to appropriate for the Promoters the entire sale proceeds thereof and the obligation of the Organization to admit such purchaser of the premises comprised in the new construction as its member without charging any additional amount;

14.2.2. The obligation of the Organization to pay the share of taxes, assessment, dues, cesses and outgoings, in respect of the Project and/or the Property and/or any portion thereof;

14.2.3. The obligation of the Organization to bear and pay any contribution of costs, charges and expenses as may be levied by the Promoters or the Apex Body;

14.2.4. Declaration and undertaking by the Organization that the Organization shall not be entitled to the existing and future FSI (whether by change of law or otherwise) and/or TDR to arise in any manner whatsoever and the same shall always stand vested in the Promoters and the Promoters shall always be entitled to utilize and exploit the same on the Property or any part thereof and/or upon the buildings constructed thereupon in such manner as they deem fit and the Organization shall not have any objection in this regard;

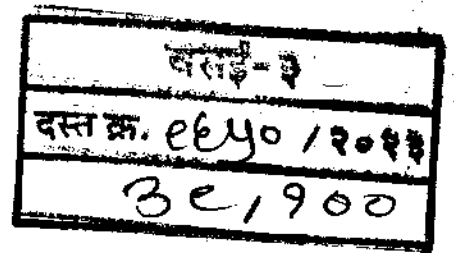
14.2.5. The confirmation of all the rights and entitlements of the Promoters under this Agreement;

14.2.6. The confirmation and acceptance of all the obligations of the Purchaser under this Agreement.

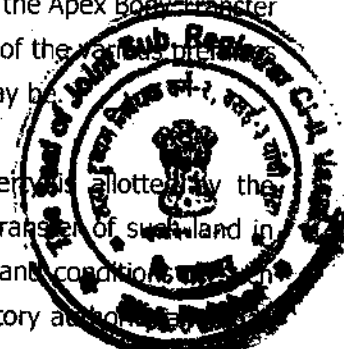
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- 14.3. The Promoters shall, within 3 (three) months of construction of the last of the buildings to be constructed on the Property and receipt of the full occupation certificate in respect thereof, convey and transfer to the Apex Body the Property, but excluding the portions of the Property and/or the structures standing thereon as are required to be handed-over and conveyed to the concerned authorities (the "Apex Body Transfer Document") by executing necessary deed in favour of the Apex Body and the Apex Body Transfer Document shall be in keeping with the terms and provisions of this Agreement.
- 14.4. The Apex Body Transfer Document shall inter alia contain (1) such provisions and covenants as may be necessary for giving effect to the restrictions mentioned herein as well as the restrictions which may be imposed by the Promoters for safeguarding their overall interest in the Property (including the Property) and (2) a covenant by the Apex Body to indemnify and keep indemnified the Promoters against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein.
- 14.5. It is clarified that the Apex Body Transfer Document shall exclude the commercial premises located on the Property, which shall be conveyed in favour of the separate society to be formed in respect thereof.
- 14.6. The Advocates for the Promoters shall prepare and/or approve the Apex Body Transfer Document to be executed in favour of the Apex Body and as also the Transfer Document in favour of the Organization. All costs, charges, expenses including stamp duty, registration charges and expenses in connection with the preparation and execution of the Transfer Document and the Apex Body Transfer Document shall be borne and paid by all the purchasers of the various flats in the Organization, or by the Apex Body, as the case may be.
- 14.7. The Purchaser is aware that if any part of the Property is allotted by the government or any other statutory authority then the transfer of such land in favour of the Apex Body shall be subject to the terms and conditions of the allotment/ grant by the government or such other statutory authority and shall also be subject to any terms and conditions which may be imposed at the time of transfer. Any premium or such other amount by whatever name called payable for the transfer of such land shall be borne by the Apex Body.
- 14.8. It shall be an obligation of the Organization to become a member of the Apex Body along with other organizations of the buildings on the Property for the purpose of repair and maintenance of the infrastructure on the Property and Common Amenities.



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COMMON AMENITIES OF THE PROJECT

15.1. It is expressly agreed that the Purchaser shall be entitled to the Common Amenities for the Project and the construction to be undertaken on the Property as more particularly mentioned in **Annexure "E"** annexed hereto subject to the payment of maintenance charges for the Common Amenities as maybe charged by the Landowner Promoters. It is clarified that the Common Amenities shall also be constructed and provided in a phased manner, at the sole discretion of the Landowner Promoters and are subject to sanction by the concerned authority. It is hereby agreed that the Common Amenities along with such further areas, amenities and facilities so identified and earmarked by the Landowner Promoters during the course of completion of the development of the Property shall be construed as Common Amenities for the Project and the Property. It is hereby clarified that upon completion of the Common Amenities the Purchaser shall be liable to pay the proportionate maintenance charges for the same.

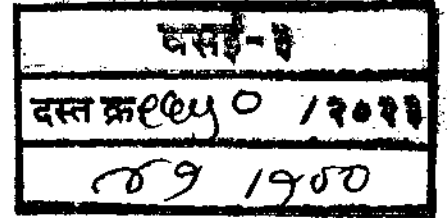


15.2. Till completion of the development of the Property, the Promoters have informed the Purchaser that the Purchaser and all the other members of the Organization (formed of the buildings of which occupation certificate has been received) shall pay to the Promoters (i) proportionate property tax/municipal tax, levies, cess in respect of the Project, and (ii) for the Common Amenities Maintenance Amount.

It is clarified that at the time of the Developer Promoter offering possession of the Premises to the Purchaser, the Purchaser shall be liable to pay such amount as the Landowner Promoters shall charge towards Common Amenities Maintenance Amount being a provisional contribution for the initial 18 (eighteen) months from the date of the possession of the Premises being offered to the Purchaser. In the event of any additional amount becoming payable, the Purchaser shall forthwith on demand pay and deposit the difference to the Landowner Promoters. The aforesaid amount/deposit shall not carry any interest. The details of the Common Amenities Maintenance Amount are more particularly mentioned in the **Annexure "I"**. After completion of the initial 18 (eighteen) months as aforesaid or exhaustion of the Common Amenities Maintenance Amount, the Purchaser shall be liable to bear and pay the additional charges towards Common Amenities Maintenance Amount and the Purchaser further undertakes to pay such provisional monthly contributions on or before the 5<sup>th</sup> day of each month in advance. The Landowner Promoters shall be entitled to charge the Common Amenities Maintenance Amount till completion of the development of the entire Property and handover of the entire Property to the Apex Body. After handover of the entire Property to the Apex Body, the common amenities maintenance amount shall be payable as the Apex Body may decide.

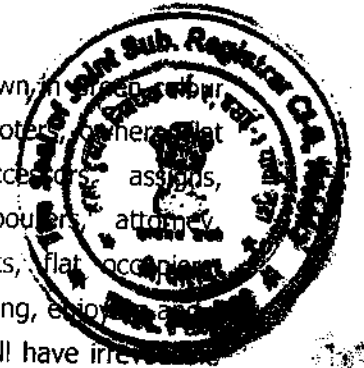
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16. **COVENANTS BY THE PURCHASER**

- 16.1. The Purchaser shall use the Premises or any part thereof or permit the same to be used only for residential purposes and shall use the Car Parking Space/s if allotted for the purpose of parking the Purchaser's own vehicle.
- 16.2. It is agreed that until the date on which the Developer Promoter offers possession of the Premises to the Purchaser and the Landowner Promoters receives the Total Consideration, Maintenance Amount, Other Charges and the Taxes (as mentioned herein) from the Purchaser, ("**Lock-in Period**"), the Purchaser shall not be entitled to assign/transfer, by whatsoever manner, the benefits/liabilities under this Agreement in favour of any third person/party save and except the same is done through the Landowner Promoters (with a view to maintain price parity for the Project). The Purchaser acknowledges the fact that the Lock-in-Period is the essential term and integral part of the understanding between the Parties and the Purchaser agrees to abide by the same. In the event, the Purchaser assigns/transfers its/his/her benefit under this Agreement, during the subsistence of the Lock-in-Period, then it shall be construed as a breach of the terms of this Agreement and in such a scenario, the Landowner Promoters shall be entitled to terminate this Agreement and the consequences of termination as set out in Clause 11 hereinabove shall follow.
- 16.3. The Purchaser is aware that the marketing collaterals provided by the Landowner Promoters to the Purchaser in respect of the Project contained materials / pictorial depictions are in the nature of artist's impressions. The Purchaser undertakes not to raise any objections with respect to any difference in the Project from such marketing collaterals.
- 16.4. As stated hereinabove, there is a right of way, which is shown in the plan being **Annexure "A"** hereto. The Promoters, owners, flat purchasers, occupants, executors, administrators, successors, assigns, representatives, nominees, developers, contractors, labourers, attorney, successors in interest, assigns, visitors, agents, servants, flat occupants, licensees, etc. and all the person or persons owning, occupying, enjoying and or possessing and their agents, servants, relatives, etc. shall have irrevocable and perpetual right and shall be entitled to, at all times and from time to time, by night and day to pass and re-pass and/or egress and ingress over and across, the said right of way by foot, or on horseback or by any vehicle of whatsoever nature and/or with cattle and other animals, etc.
- 16.5. The Purchaser with an intention to bind all persons in whose hands the Premises may come, doth hereby covenant with the Landowner Promoters as follows: -



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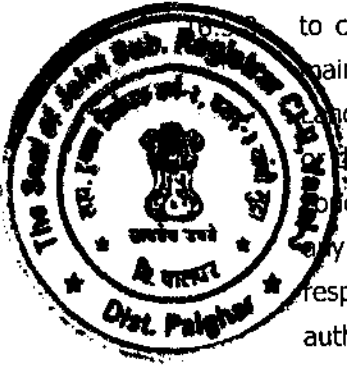
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to maintain the Premises at the Purchaser's own cost in good tenantable repairs and condition from the date possession of the Premises is taken and shall not do or suffer to be done anything in or to the Building/Project, staircase/s or passage/s which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the Building/Premises or part thereof;

- 16.5.2. not to store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the Building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the Building including the entrance thereof. In case any damage is caused to the Premises or the Building on account of the negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach and to rectify damage at his/her costs;



to carry at the Purchaser's own cost all internal repairs to the Premises and maintain in the same condition, state and order in which it was delivered by the landowner Promoters and not to do or suffer to be done anything in the Premises of the Building which is in contravention of rules, regulations or bye-laws of the concerned local public authority and in the event of the Purchaser committing any act, in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;

- 16.5.4. not to demolish or cause to be demolished the Premises or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Premises or any part thereof nor alter the principal or load bearing walls/floors, elevation and outside colour scheme of the Building and to keep intact pillars, beams, slabs, dividing walls, the portion, sewers, drain pipes, as also the entrances and exits, as presently configured, in the Premises and appurtenances thereto in good tenantable repair and condition so as to support, shelter and protect other part of the Building and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC structure or pardi or other structural members in the Premises;

- 16.5.5. not to do or permit to be done any act which may render void or voidable any insurance of the said Property and the construction thereon, as the case may be, or the Building or any part thereof or whereby any increase in premium shall be payable in respect of the insurance;

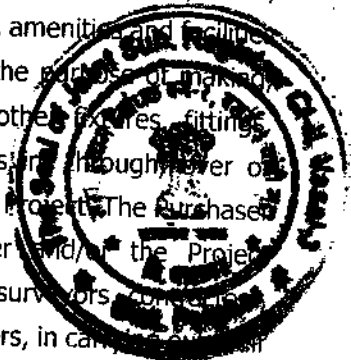
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- 16.5.6. not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Premises in the compound or any portion of the Project and/or the said Property;
- 16.5.7. to bear and pay all rents, rates, taxes, cesses, assessments, municipal/property taxes, interests, penalties, surcharge, water charges, charges for maintenance of STPs, garbage disposal system and such other facilities that the Landowner Promoters may install, operate and maintain under the guidelines prescribed under MOEF and/or other statutory authorities including any increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the Sanctioning Authorities and/or government and/or other public authority on account of change of user of the Premises or otherwise;
- 16.5.8. to bear and pay all past, present and future taxes, interests, penalties, surcharge, and such other levies, if any, which may be imposed with respect to the construction on the Project and/or any activity whatsoever related to the Premises by the Sanctioning Authorities and/or State/Central/Government and/or public authority from time to time;
- 16.5.9. to permit the Developer Promoter and its architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others including the representatives of the Project Management Agency and its employees, at all reasonable times, to enter into and upon the Premises or any part thereof, to view and examine the state and condition thereof and/or for the purpose of carrying out the service, repairs, upkeep, cleaning and maintenance of the Building or any part thereof, including all drains, pipes, cables, wires, gutters and other fixtures, fittings, utilities, conveniences, amenities and facilities belonging, serving or appurtenant thereto, as also for the purpose of making, laying, installing and/or affixing additional, new and other fixtures, fittings, utilities, conveniences, amenities, facilities and services in, through, over or outside the Premises for the benefit of the Building or the Project. The Purchaser shall not obstruct or hinder the Developer Promoter and/or the Project Management Agency and/or their architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others, in carrying out their duties. The Purchaser shall rectify and make good all defects, within fifteen (15) days from the date of receipt of a written notice from the Developer Promoter in that regard;
- 16.5.10. the Purchaser shall not without the prior written consent of the Landowner Promoters let, sub-let, grant leave and license or part with the possession of the Premises until all the dues payable by the Purchaser to the Landowner Promoters under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this



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Agreement and until the Purchaser has intimated the Landowner Promoters and obtained its prior consent in writing in that behalf;

16.5.11. not to close or permit to be closed chajjas or balconies or any such areas which are appurtenant to the Flat (if any)/ Building or change the external colour scheme or the pattern of the colour of the Building;

16.5.12. not to change exterior elevation or the outlay of the Building and / or the Flat;

16.5.13. not to install/construct/erect water storage tank/s in the Premises;

16.5.14. save and except a name plate not to affix/install any sign, name or display boards, or any hoardings or neon lights out or about the Flat, the Building and/or in any part of the Project, without the prior written permission of the Landowner Promoters and/or the Society, as the case may be;

16.5.15. not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/balconies or chajjas or other open space/s (if any) forming a part of or appurtenant to the Flat. If the Purchaser desires to affix/install grills to the windows of the Flat, or grill/s or safety door/s to the main door of the Flat, then the Purchaser shall obtain the prior written permission of the Landowner Promoters and/or the Society, as the case may be, to do so and shall ensure that designs and position thereof are strictly in accordance with the designs, specifications and permission given by the Landowner Promoters and/or the Society, as the case may be, in that regard. It is further clarified that any such act by the Purchaser to cover the open terrace/s, the open balcony/balconies or chajjas or other open space/s (if any) shall be at the sole risk and responsibility of the Purchaser as to costs and action if any by the authorities / Society;



16.5.16. not to construct/erect any brick or masonry wall / partition / loft / mezzanine in the Premises or to make any other structural additions or alterations of a temporary or permanent nature therein;

16.5.17. not do or suffer to be done anything on the Project / Flat / Car Parking Space/s which would be forbidden or prohibited by the rules of the concerned government authorities. In the event, the Purchaser commits any acts or omissions in contravention to the above, the Purchaser alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Landowner Promoters in that behalf;

16.5.18. not to demand partition of the Purchaser's interest in the said Property and / or the Building, it being expressly agreed, understood and confirmed by the Purchaser that the Purchaser's interest therein is impartible, and not to demand

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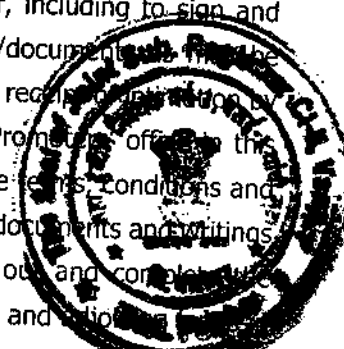
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any sub-division of the Flat or the said Property or the Building or any part thereof;

- 16.5.19. not to encroach upon or make use of any portion of the Building not agreed to be acquired by the Purchaser;
- 16.5.20. the Purchaser agrees not to make any claim or complaint on account of any inconvenience on account of any nuisance, obstruction of air, light, noise etc., interference or impediment being caused to the Purchaser on account of phase wise development of the Property being undertaken by Landowner Promoters after possession of the Premises have been handed over by Developer Promoter to the Purchaser;
- 16.5.21. not to violate and to abide by all rules and regulations framed by the Promoters and the Developer Promoter's designated Project Management Agency or by the Society, for the purpose of maintenance and up-keep of the Building/ Project;
- 16.5.22. upon the Promoters terminating this Agreement, the Purchaser/s shall cease to have any right, title, interest, claim, demand etc. of any nature whatsoever in respect of the Premises or any part thereof and/or the Project and/or against the Promoters and the Landowner Promoters shall be entitled to deal with and dispose of the Premises to any other person/s as it deems fit without any further act or consent of the Purchaser/s;
- 16.5.23. to co-operate and render all assistance and facilities to the Promoters and to do and perform all acts, deeds, things and matters, as may be required by the Promoters from time to time and at all times hereafter, including to sign and execute and admit execution of all necessary writings/documents and the required by the Promoters, within fifteen (15) days from receipt of the same from the Promoters in respect thereof and to attend the Promoters office in this regard, for enforcing and putting into complete effect the terms, conditions and provisions of this Agreement and all related or incidental documents and writings and so as to enable the Developer Promoter to carry out and complete the development of the Project and the contiguous, adjacent and adjoining plots in the manner that may be desired and deemed fit and as envisaged by the Developer Promoter in its sole and unfettered discretion, including as mentioned in this Agreement; and
- 16.5.24. grant to the Landowner Promoters, all the facilities, assistance and co-operation as the Landowner Promoters may reasonably require from time to time even after the Developer Promoter has offered possession of the Premises to the Purchaser, so as to enable the Developer Promoter to complete the scheme of development of the Project.



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17.1. Commencing fifteen (15) days after notice in writing is given by the Developer Promoter to the Purchaser to take possession of the Premises, irrespective of whether possession is taken or not, the Purchaser shall be liable to pay the proportionate share of the outgoings namely local taxes, interests, penalties, surcharge, betterment charges, sub-station and cable cost or such other levies by the concerned local authority and expenses for electricity, water, common lights, repair and salaries of clerks, bills of collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Building. Until the management of the Building is handed over to the Society, the Purchaser shall pay to the Landowner Promoters such proportionate share of the outgoings as may be determined by the Landowner Promoters. In addition to the aforesaid, the Purchaser shall also be liable to pay proportionate charges towards such infrastructure and Common Amenities of the Project as and when they are available for the use of the Purchaser. Until the management of the Project is handed over to the Society, the Purchaser shall pay to the Landowner Promoters such proportionate share of the outgoings as may be determined by the Landowner Promoters.



The Purchaser shall within fifteen (15) days of such demand being made by the Landowner Promoters pay the Maintenance Amount of **Rs. 45,000/- (Rupees Forty Five Thousand Only)**. The amounts are payable over and above the Total Consideration. The amount so paid shall not carry any interest and remain with the Landowner Promoters until the management is handed over to the Society.

17.3. The purposes and the corresponding amounts as mentioned in **Annexure "I"** are as per the present estimates and are subject to modification by the Landowner Promoters and shall not carry interest. In the event, the aforementioned amounts are exhausted, then the Purchaser shall pay the shortfall amount to the Landowner Promoters, on demand by the Landowner Promoters without any delay or demur.

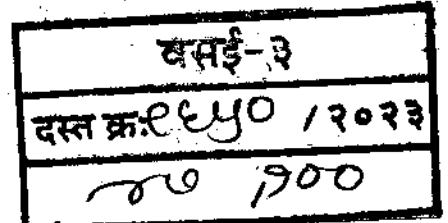
17.4. The Purchaser shall be liable to pay on demand proportionate property taxes and insurance premium amounts, to the Landowner Promoters within fifteen (15) days from the date of demand by the Landowner Promoters.

17.5. It is agreed that the Landowner Promoters is not liable to render any accounts in respect of any amounts collected under the head Other Charges to the Purchaser. At the time of the Developer Promoter offering possession of the Premises to the Purchaser, the Purchaser shall be liable to pay such amount as the Landowner Promoters shall charge towards Maintenance Amount being a provisional contribution for the initial 18 (eighteen) months from the date of the

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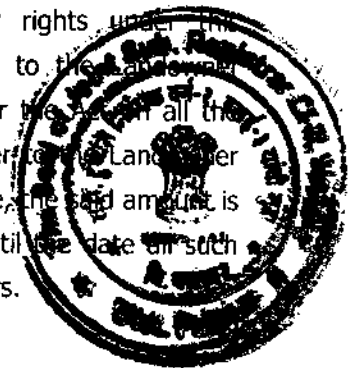


possession being offered to the Purchaser. In the event of any additional amount becoming payable, the Purchaser shall forthwith on demand pay and deposit the difference to the Landowner Promoters. The aforesaid amount/deposit shall not carry any interest. The details of the Maintenance Amount are more particularly mentioned in the **Annexure "I"**. After completion of the initial 18 (Eighteen) months as aforesaid or exhaustion of the Maintenance Amount the Purchaser shall be liable to bear and pay the additional charges towards Maintenance Amount in respect of the said Flat and the Purchaser further undertakes to pay such provisional monthly contributions on or before the 5<sup>th</sup> day of each month in advance. The Landowner Promoters shall be entitled to charge the Maintenance Amount till handover of the Building to the Organization. After handover of the Building to the Organization, the maintenance amount shall be payable as the Organization may decide.

- 17.6. Subject to what is stated hereinabove, the Landowner Promoters shall maintain a separate account in respect of sums received by the Landowner Promoters from the Purchaser as advance or deposit on account of provisional maintenance charges and shall utilize the same for the purpose for which they have been received.
- 17.7. The Purchaser hereby agrees to bear and pay all Taxes due and payable on the Total Consideration, Maintenance Amount, Other Charges and all other amounts due and payable under this Agreement.

18. **INTEREST**

Without prejudice to the Landowner Promoters' other rights under the Agreement and/or in law, the Purchaser agrees to pay to the Landowner Promoters, such interest rate as may be prescribed under the Agreement on all the amounts which become due and payable by the Purchaser to the Landowner Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Landowner Promoters until the date on which such outstanding amount is received by the Landowner Promoters.



19. **CANCELLATION**

- 19.1. In the event, the Purchaser expresses its / his / her desire to cancel the reservation/allotment of the Flat along with the Car Parking Space/s for any reasons whatsoever (save and except for reasons mentioned in Clause 13.2 and Clause 13.4 hereinabove), then the Landowner Promoters shall be entitled to forfeit/deduct the Recovery Amounts from the Total Consideration paid by the Purchaser till such cancellation and consequently other provisions of the termination, as set out in Clause 10 herein, shall consequently concomitantly follow including the execution of the Deed of Cancellation and handover of

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originals of all the documents in respect of the Flat/Premises to the Landowner Promoters.

19.2. It is hereby clarified that forfeiture of the amounts as aforesaid/ deduction of Liquidated Damages are without prejudice to the other rights available to the Landowner Promoters including the entitlement to levy such interest rate as prescribed under the Act.

19.3. Upon such cancellation/termination of this Agreement, the Purchaser's right to the Premises shall forthwith cease to exist and the Landowner Promoters shall be entitled to re-allot/sell the same in favour of any third party at its discretion.

19.4. The Purchaser further agrees that receipt of the aforementioned refund by way of cheque, if any, by hand delivery/registered post acknowledgment due at the address/encashed by the Purchaser or not, will be considered as the payment made by the Landowner Promoters towards such refund and its liability in terms of the said refund shall come to an end forthwith. The Purchaser shall not take make any objection, contention, obstruction, claim or any proceeding in respect of the Landowner Promoters re-selling/re-allotting the Premises to any person/s pending refund of balance monies (after deduction) as mentioned hereinabove. In such an event, the Purchaser shall not be entitled to claim any right, title or benefit of any nature whatsoever in respect of the Premises or any part thereof.



20. **STAMP DUTY AND REGISTRATION**

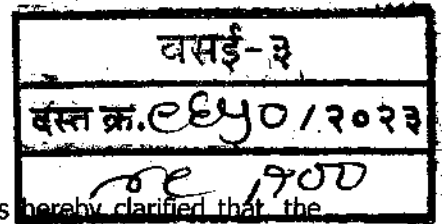
The stamp duty and the registration charges of and incidental to this Agreement and or any other transfer documents shall be borne and paid by the Purchaser. The Purchaser shall at his/her/their cost and expenses, lodge this Agreement or any other transfer document before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice on this regard the Promoters shall attend such office and admit the execution thereof.

21. **NOTICES**

Any notice to any party hereto in connection with this Agreement shall be in writing and shall be sent to such party's contact details as given below or such correspondence address as may be communicated by the Purchaser to the Promoters in writing subsequently. Each party shall inform the other party in writing of any changes in his/its contact details. Notices shall be deemed to have been properly given, if sent to the Purchaser at the address hereinbefore stated, through registered letter, courier service, personal delivery or electronic mail. Date of service of a notice delivered personally, by courier service or registered

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letter shall be the actual date of such delivery. It is hereby clarified that the Promoters shall serve the notice only to the Purchaser named firstly in the name clause and the same shall be deemed to be served on all the purchasers.

**Address: 603, PRINCE VAIBHAV TOWER, VILLAGE ROAD, OPP. CLASSIC MARBLE, SUBHASH NAGAR, BHANDUP-400078.**  
**Email ID: kunder.prashant@gmail.com**

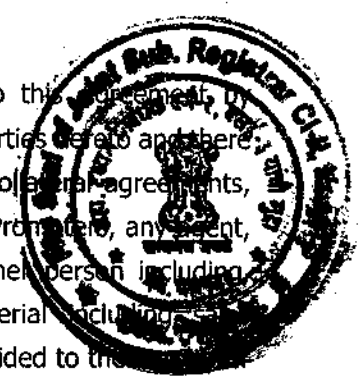
**22. INDEMNIFICATION BY THE PURCHASER**

The Purchaser shall indemnify and keep indemnified the Promoters harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Promoters directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoters under this Agreement, (b) any breach and/or default by the Purchaser in the performance of any and/or all of his/its obligations under this Agreement, (c) damages to any property(ies) howsoever arising related to the use and/or occupation of the Premises and directly or indirectly as a result of the negligence, act and/or omission of the Purchaser or his/its agents, servants, tenants, guests, invitees and/or any person or entity under his/its control, and (d) Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the Premises.

**23. GENERAL PROVISIONS**

23.1. This Agreement and all annexures as incorporated into this Agreement, by reference, constitute the entire agreement between the parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoters, any agent, employee or representative of the Promoters or any other person including without limitation, arising out of any marketing material including brochures, models, photographs, videos, illustrations, provided to the Purchaser or made available for the Purchaser's viewing. This Agreement shall form the only binding agreement between the Parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the Premises between the Parties hereto.

23.2. It is hereby agreed that it shall be the obligation of the Promoters to comply with and fulfill all the obligations, commitments, terms as they may have agreed with their respective purchasers, save and except as set out herein.



*Prashant*  
*[Signature]*  
*[Signature]*  
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23.3. The invalidity of any term, condition or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.

23.4. Any delay, tolerated or indulgence shown by the Promoters in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of instalment granted to the Purchaser by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice or affect the rights of the Promoters, as the case may be.

23.5. If there is more than one purchaser named in this Agreement, all obligations hereunder of such purchaser shall be joint and several.



All taxes, charges, levies, past, present or future including but not limited to GST or any other impositions, interest, penalties, surcharges or levies, (i) on account of this transaction, or (ii) pro-rata on account of the entire development of the project, or (iii) on the consideration and other amounts payable by the Purchaser to the Promoters, or (iv) otherwise shall be to the account of the Purchaser alone. The Promoters shall not be liable to pay the same. For the avoidance of doubt, any such taxes, impositions etc. shall be payable by the Purchaser over and above the consideration of the Flat and the Landowner Promoters' decision as regards the quantum of the same shall be final and binding on the Purchaser.

23.7. The permanent account number details of the Parties are as follows:

Name of the Party	Permanent Account Number Details
<u>Landowner Promoters</u> 1. Raj Harishchandra Thakur 2. Kunvarji B. Shah 3. Messrs Vastu Developers	BBAPT 7712 A AACPS 2608 A AAHFV 6192 M
<u>Developer Promoter</u> 1. Shripal Shanti LLP	ADUFS 1207 J
<u>Purchaser</u> 1. Prashant N. Kunder 2. Pradeep Narayan Kunder	AOCPK 8831 P BCCPK 0668 R

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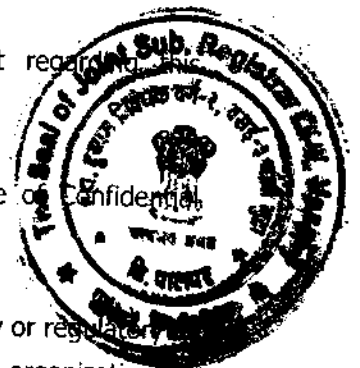
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24. **DISPUTE RESOLUTION AND GOVERNING LAW**

- 24.1. If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavour to resolve the same by mutual discussions and agreement.
- 24.2. In case of failure to settle the dispute amicably, the dispute shall be referred to the Maharashtra Real Estate Authority as per the provisions of the Act.
- 24.3. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Civil Courts in Mumbai will have the jurisdiction for this Agreement

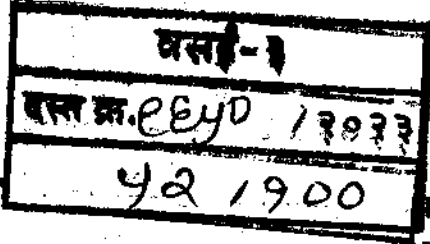
25. **CONFIDENTIALITY**

- 25.1. The Purchaser hereto agrees that all the information, documents etc. exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof ("**Confidential Information**") is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party or used otherwise without the prior written consent of the Promoters. The confidentiality obligations under this Clause shall survive even after handing over the possession of the Flat/Premises and is legally binding on the Purchaser and shall always be in full force and effect.
- 25.2. The Purchaser shall not make any public announcement regarding this Agreement without prior consent of the Promoters.
- 25.3. Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:
- 25.3.1. such disclosure is required by law or requested by any statutory or regulatory/judicial/quasi-judicial authority or recognized self-regulating organization or other recognized investment exchange having jurisdiction over the Parties; or
- 25.3.2. such disclosure is required in connection with any litigation; or
- 25.3.3. such information has entered the public domain other than by a breach of the Agreement.



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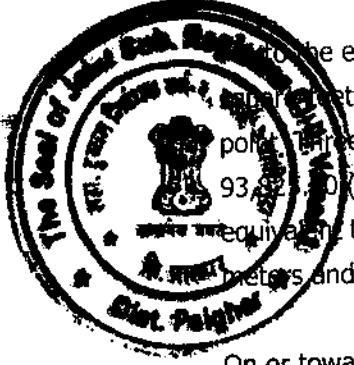


**THE FIRST SCHEDULE ABOVE REFERRED TO  
(DESCRIPTION OF THE SAID LARGER PROPERTY)**

All that piece and parcel of land bearing Survey No. 131 Hissa No. 2 admeasuring 73.30 Ares, Survey No. 132 admeasuring 24.30 Ares and Survey No. 133 Hissa No. 2 admeasuring 59 Ares situate, lying and being at Village Bolinj, Taluka Vasai, District Palghar and bounded as follows:

On or towards the North: 12 meters access road;  
On or towards the South: Survey No. 134 Hissa No. 1;  
On or towards the East: Survey No. 133 Hissa No. 2; and  
On or towards the West: 30 meters D.P Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO  
(DESCRIPTION OF THE SAID PROPERTY)**



to the extent of 2,65,455 (Two Lakh Sixty Five Thousand Four Hundred and Fifty Five) square meters and carpet equivalent to 24,661.37 (Twenty Four Thousand Six Hundred and Sixty One point Three Seven) square meters on a portion of the Larger Property admeasuring 93,820 (Ninety Three Thousand Eight Hundred and Twenty Five point Six) square feet equivalent to 8,716.61 (Eight Thousand Seven Hundred and Sixteen point Six One) square meters and bounded as follows:

On or towards the North: Survey No. 5;  
On or towards the South: Survey No. 133 Hissa No. 1;  
On or towards the East: Survey No. 4; and  
On or towards the West: Survey No. 131 and Survey No. 5A.

**THE THIRD SCHEDULE HEREINABOVE REFERRED TO  
(DESCRIPTION OF THE FLAT AND THE CAR PARKING SPACE/S)**

**Flat No. 1505** admeasuring **38.16** square meters carpet area (as per RERA) and in addition thereto an enclosed balcony admeasuring **2.90** square meters carpet area on the **15<sup>th</sup>** of the Building known as Shripal Shanti T1 and car parking space **NIL**

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

SIGNED AND SEALED

by withinamed "Landowner Promoters"  
**RAJ HARISHCHANDRA THAKUR &**

*Raj Harishchandra Thakur*



**KUNVARJI B. SHAH &**

*Kunvarji B. Shah*



**MESSRS VASTU DEVELOPERS**

through its Partner

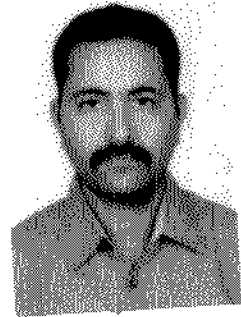
**MR. RAJ HARISHCHANDRA THAKUR**

In the presence of:

1. Abhishek Kadam *AK*

2. Chetan Wamnye *CW*

*Raj Harishchandra Thakur*



SIGNED AND SEALED

by withinamed "Developer Promoter"

**SHRIPAL SHANTI LLP**

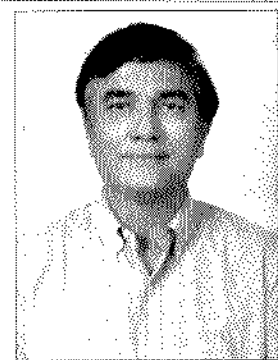
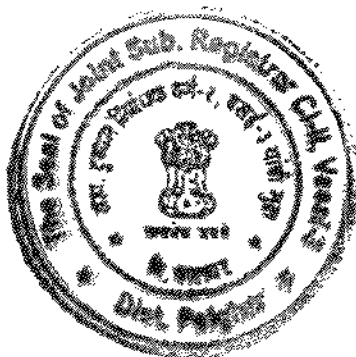
By the hands of its Authorized Signatory

**Mr. Pradip B . Chopra**

in the presence of:

1. *PK*

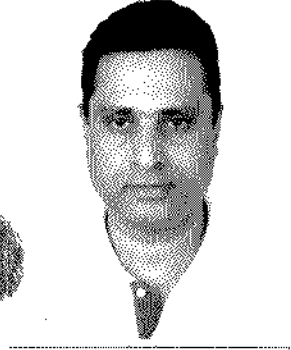
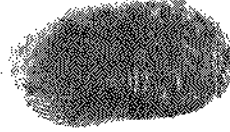
2. *W*



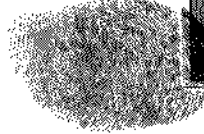
*Pradip B. Chopra*

वसई-३  
दस्त क्र. ekyo/२०२३  
५४/१००

SIGNED AND SEALED  
by withinamed "Purchaser"  
MR.PRASHANT N.KUNDER



MR.PRADEEP NARAYAN KUNDER



in the presence of:

1. 

2. 



वसई-३
दस्ता क्र ६५० / २०२३
५५ / १००

RECEIPT

RECEIVED of and from **MR. PRASHANT N. KUNDER & MR. PRADEEP NARAYAN KUNDER** sum of **Rs. 16,51,000/-** (Rupees Sixteen Lakhs Fifty One Thousand Only) being the Earnest money/part consideration amount mentioned in Clause 6.1 of this Agreement.

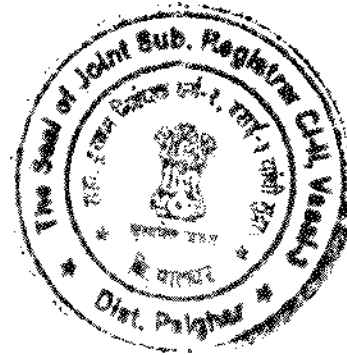
Amount	CHQ No./UTR No.	Neft Date	Bank Name	Branch
Rs.51,000/-	905757	10/03/2023	STATE BANK OF INDIA	BHANDUP (W)
Rs.8,00,000/-	364964	20/03/2023	STATE BANK OF INDIA	BHANDUP (W)
RS.8,00,000/-	410237	30/03/2023	STATE BANK OF INDIA	BHANDUP (W)

WE SAY RECEIVED

For Messrs Vastu Developers,

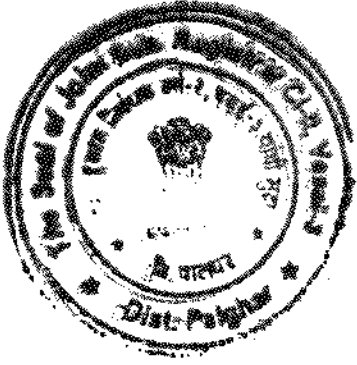


PARTNER



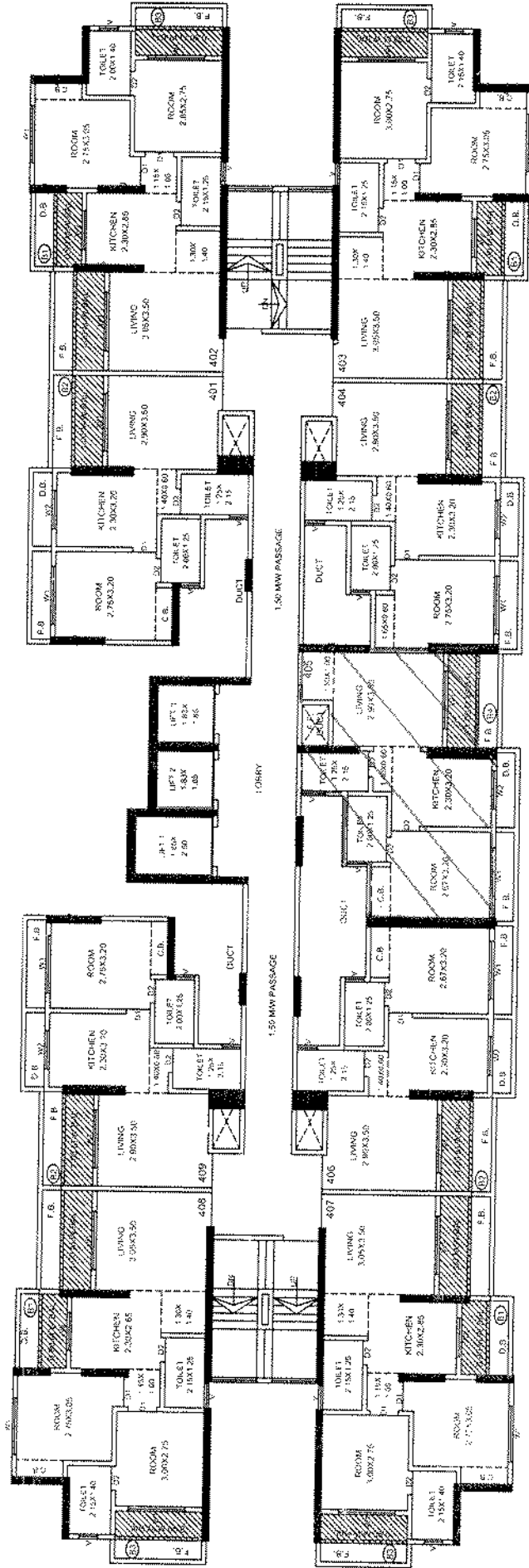


वसई-३
दस्ता क्र. १६५०/१०३३
५६१९००



जसवंत-३  
 वसत क्र. ६५० / २०२३  
 ५७ / १००

Annexure "G"



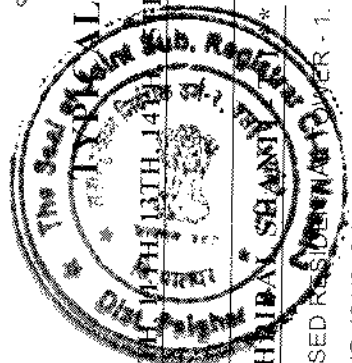
*Handwritten signature*

TYPICAL FLOOR PLAN

2ND TO 7TH, 9TH, 10TH, 11TH, 13TH, 14TH, 15TH, 16TH, 17TH, 18TH, 19TH, 21ST, 22ND & 23RD FLOOR PLAN

FLAT NO :- 1505

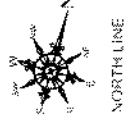
*Handwritten signature*



\*\* SHIBAN SRINIVAS RAO \*  
 PROPOSED RESIDENTIAL TOWER - 1. ON  
 S.NO.131/2, S.NO.132, S.NO.133/2  
 AT VILLAGE-BOLINJ, TAL- VASAI, DIST. PALGHAR.



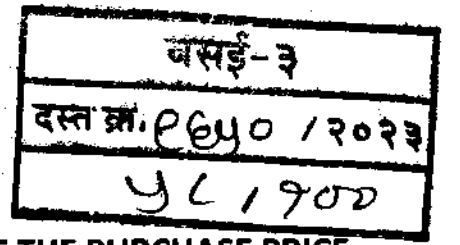
EN-CON  
 Architectural & Structural Works  
 Project Consultants  
 G 7/8 'D' WING, SETRA PALACE AMBADI ROAD,  
 VASAI ROAD (WEST), 401 202  
 PHONE : 0250-2336318, 2333404  
 E-mail: encon1@gmail.com  
 encon4@gmail.com



TOWER - 1  
 TYPICAL FLOOR  
 PLAN (SO.M.I.)  
 SCALE  
 N.T.S.

*Handwritten signature*

Annexure "H"



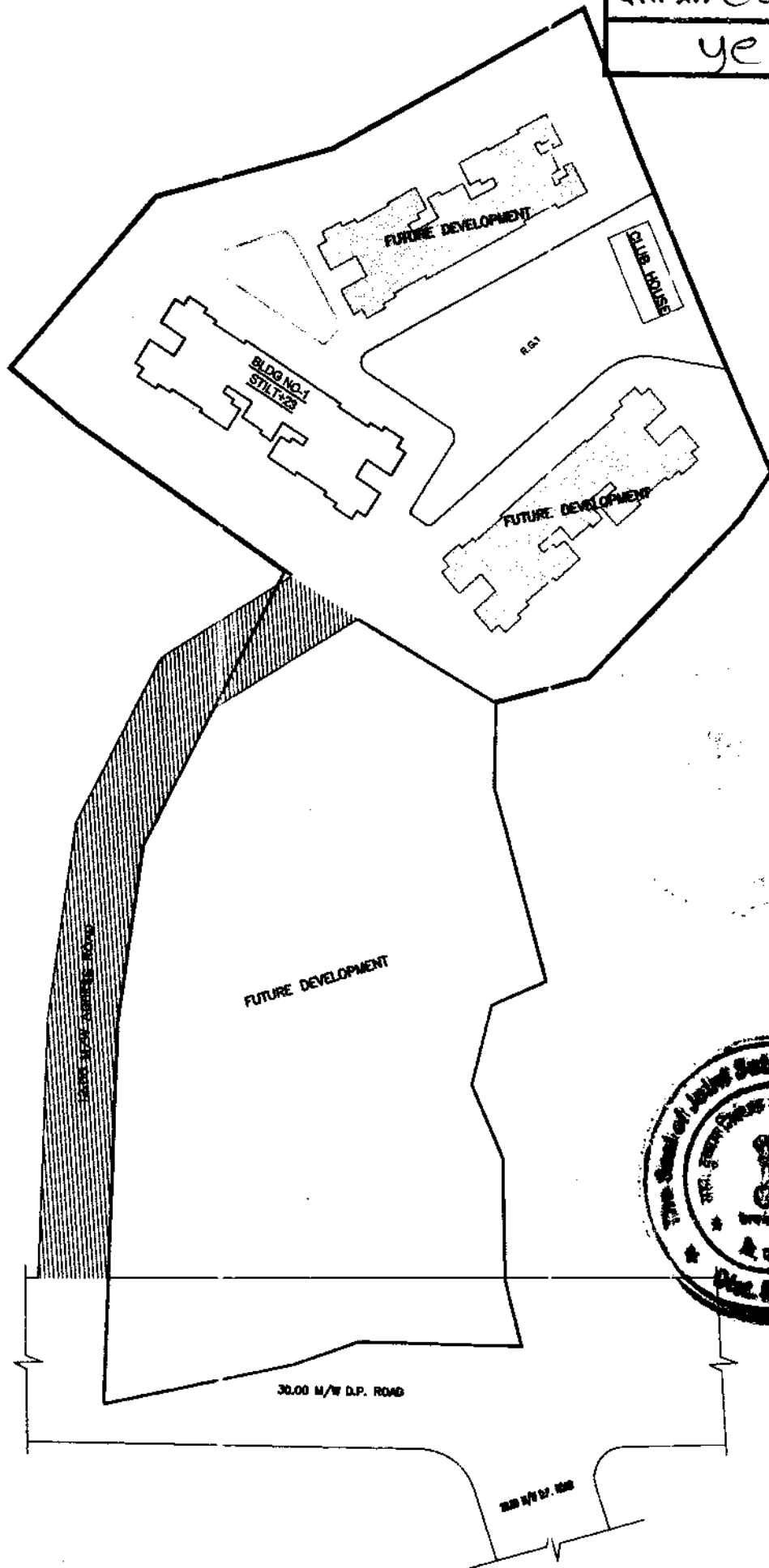
**DETAILS OF PURCHASE PRICE AND INSTALLMENTS OF THE PURCHASE PRICE**

The total Purchase Price payable by the Purchaser/s to the Developer Promoter in respect of the said Unit shall be of **Rs.40,35,063/- (Rupees Forty Lakhs Thirty Five Thousand Sixty Three Only)** The said Purchase Price shall be paid by the Purchaser/s to the Developer Promoter in the following manner.

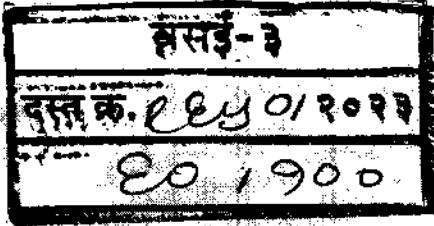
	<b>Payments to be made in the Following manner</b>	<b>Percentage</b>
a)	Total consideration to be paid on or immediately before the execution of this agreement	10%
b)	On or Before Completion of Plinth	15%
c)	On or Before Completion of 1st Slab	5%
d)	On or Before Completion of 3rd Slab	5%
e)	On or Before Completion of 5th Slab	5%
f)	On or Before Completion of 7th Slab	5%
g)	On or Before Completion of 9th Slab	5%
h)	On or Before Completion of 11th Slab	5%
i)	On or Before Completion of 13th Slab	5%
j)	On or Before Completion of 15th Slab	5%
k)	On or Before Completion of 17th Slab	5%
l)	On or Before Completion of 19th Slab	5%
m)	On or Before Completion of 21st Slab	5%
n)	On or Before Completion of 23rd Slab	3%
o)	On or Before Completion of 24th Slab	2%
p)	On or Before Completion of Brick work	2%
q)	On or Before Completion of Plaster	3%
r)	On or Before Completion of Plumbing & Flooring	5%
s)	On or Before Possession	5%
		<b>100%</b>



वसई ३  
 दस्त क्र. ए६५०/२०२३  
 ये १९००



<p><b>** SHRIPAL SHANTI - T 1 **</b>                  PROPOSED RESIDENTIAL TOWER - 1, ON                  S.NO.131/2, S.NO.132, S.NO.133/2                  AT VILLAGE-BOLINI, TAL-VASAI, DIST. PALGHAR.</p>	<p>TOWER - 1                  BLOCK PLAN (SQ.MT.)                  SCALE                  N.T.S.</p>	<p><b>EN-CON</b>                  Architectural &amp; Structural Works                  Project Consultants                  G IN 7<sup>TH</sup> FLOOR, BETERPLACE ANDHRA ROAD,                  VASAI ROAD (WEST) 401 202                  PHONE: 0254-2336318, 2335404                  E-mail: encon1@gmail.com                  encon4@gmail.com</p>
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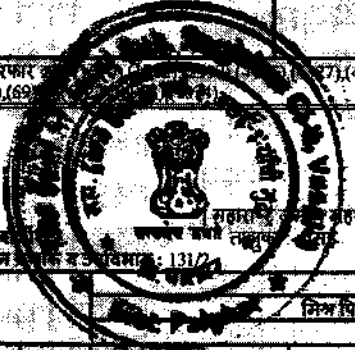
Annexure "A2"

अहवाल दिनांक : 06/11/2019

गाव नमुना सात  
अधिकार अभिलेख पत्रक  
[महसूल जमीन महसूल अधिकार अभिलेख आणि नोंदवही (तयार करणे व सुविधित केवळ) नियम, १९६१ यातील नियम ३,५,६ आणि ७]

गाव :- वसई तालुका :- वसई जिल्हा :- पालघर पोस्टवा फेरकार क्रमांक : 7074 व दिनांक : 05/03/2018  
भूमापन क्रमांक व उपविभाग : 131/2

भूमापन क्रमांक व उपविभाग 131/2	भू-धारक पध्दती नोंदवहीत दर्शवणे	मालकाद्वाराचे नाव				जमीन क्रमांक
वैसाधे स्थानिक नाव	दोन अकार	चौख	फे.फा			
मालक विन शैली विन शैली आकारणी जिवायत सामर्थ्य तरी वरकस इतर	रत्न हरिधर मोर [शे.उ. रामचंद्र मोर [शे.उ. रामचंद्र मोर सामर्थ्य क्षेत्र	73.30.00 733.00	733.00	0.0300	(7074) (6978) (6978)	722, [1716] कुळाचे नाव - साधे फळ [ - साधे फळ (6435) [सामर्थ्य नथ मोर (6435) इतर अधिकार मुकड मुकड (1554) इतर
एकूण क्षेत्र पट्टी/खण्ड (लागवडीस अयोग्य) वर्ग (अ) वर्ग (ब) एकूण मी.चू. आकारणी जमीन विन शैली आकारणी		0.00.00 0.00				मा. उपविभागीय अधिकारी वसई यांचे कडील आदेश क्र. व्हीडी/श. वि./वसई-एस आर १/२०१६ दि. ८/३/२०१६ न्वये आली व शर्ती क्र. १ ते १३ ला अधीन राहून कृषी प्रयोजनासाठी शर्त शिथिल परवानगी दिली असे (6819) अकृषिक वापर मा. महसूलद्वारे वसई साे यांचेकडील आदेश क्र. महसूल/क/१/८/१/जमिनबाब/१/कावि-१३१७/एसआर १९९/२०१७ दि. ३१/०३/२०१७ नुसार आदेशातील नमुद अट क्र. १ ते ८ या अटीना अधीन राहून बाणिज्य व रहिवास या प्रयोजनासाठी विनशैली परवानगी मिळाली असे. (7074)
जमीन फेरकार क्रमांक (6839),(6978)	71,(4328),(4329),(4399),(5694),(6484),(6513),(6515),(6745),(6778),(6819).					सीमा आणि भूमापन चिन्हे :



गाव नमुना बारा  
पिकांची नोंदवही  
महसूल अधिकार अभिलेख आणि नोंदवही (तयार करणे व सुविधित केवळ) नियम, १९६१ यातील नियम २९  
जिल्हा :- पालघर पोस्टवा फेरकार क्रमांक : 7074 व दिनांक : 05/03/2018  
भूमापन क्रमांक व उपविभाग : 131/2

वर्ष	हंगाम	पिंपळातील क्षेत्र						निर्मळ पिकांसाठी क्षेत्र			लागवडीसाठी उपलब्ध नसलेली जमीन	जल सिंचनाचे साधन	शेरा	
		मिळालेला संकेत क्रमांक	जल सिंचित	अजल सिंचित	पिके नाव	जल सिंचित	अजल सिंचित	पिकाचे नाव	जल सिंचित	अजल सिंचित	स्वरूप	क्षेत्र		
(१)	(२)	(३)	(४)	(५)	(६)	(७)	(८)	(९)	(१०)	(११)	(१२)	(१३)	(१४)	(१५)
			आर. चौ.सी	आर. चौ.सी		आर. चौ.सी	आर. चौ.सी		आर. चौ.सी	आर. चौ.सी		आर. चौ.सी		
2018-19	संपूर्ण वर्ष										खराबा	0.0300		
											पड	0.7030		

"या प्रमाणित प्रतीसाठी फी म्हणून १% रुपये मिळाले."  
दिनांक : 02/12/2019  
संकेतिक क्रमांक :- 27210008027309000012201915

(नाम : एच. बी. मुळाने)  
तलाठी साक्षात - वसई जि. पालघर

तलाठी राजा बोळीज  
ता. वसई, जि. पालघर.

वसई-३  
दस्त क्र. १६५०/२०२३  
१९ १९००

अहवाल दिनांक : 02/12/2019

गाव मजना सार  
अधिकार अधिकार पत्रक  
[ महाराष्ट्र जमीन महसूल अधिकार अधिनियम आणि नोंदवही ( तयार करणे व सुविधित ठेवणे ) नियम, १९६१ यातील नियम ३,३.६ आणि ७ ]

गाव :- बोळीज तालुका :- वसई जिल्हा :- पालघर शेवटचा फेरकार क्रमांक : 7074 व दिनांक : 05/03/2018

मुद्रापत्र क्रमांक व उपविभाग : 133/2		शुद्धीकरण पत्रक नोंदवही क्रमांक	शेवटचा फेरकार क्रमांक				शेवटचा दिनांक
शेवटचा फेरकार क्रमांक :-			शेवटचा फेरकार क्रमांक	शेवटचा फेरकार क्रमांक	शेवटचा फेरकार क्रमांक	शेवटचा फेरकार क्रमांक	शेवटचा दिनांक
क्षेत्र एकक	आर.ची.मी.	शेवटचा फेरकार क्रमांक	89.00.00	590.00	( 7074 )	157	
बिन क्षेत्री	59.00.00						
बिन क्षेत्री आकारणी	390.00						
सिंचनायत							
बागायत							
तराई							
बरेकर							
इतर							
एकूण क्षेत्र							
पोट-खराब (सागवडीस अयोग्य)							
वर्ग (अ)							
वर्ग (ब)							
एकूण पोट	0.00.00						
अकारणी	0.00						
जुडी किंवा विशेष आकारणी							
जल फेरकार क्र. (796),(5218),(5219),(5247),(5248),(5254),(5255),(5291),(5292),(5329),(5516),(5688),(5689),(5691),(5979),(5976),(6045),(6046),(6047),(6048),(6049),(6050),(6954),(7074)							सोसा आणि मुद्रापत्र यिन्हे :

गाव मजना सार  
अधिकार अधिकार पत्रक  
[ महाराष्ट्र जमीन महसूल अधिकार अधिनियम आणि नोंदवही ( तयार करणे व सुविधित ठेवणे ) नियम, १९६१ यातील नियम २१ ]  
गाव :- बोळीज तालुका :- वसई जिल्हा :- पालघर शेवटचा फेरकार क्रमांक : 7074 व दिनांक : 05/03/2018

मुद्रापत्र क्रमांक व उपविभाग : 133/2		पिकासाठी उपलब्ध नसलेली जमीन									जल सिंचनायत साधन		शेरा	
वर्ष	हंगाम	मिठ पिकासाठी क्षेत्र			एटक पिके व पत्रे काढलेला क्षेत्र			मिठ पिकासाठी क्षेत्र			स्वरूप	क्षेत्र		
		मिठ पिकासाठी क्षेत्र	जल सिंचित	अजल सिंचित	मिठ पिकासाठी क्षेत्र	जल सिंचित	अजल सिंचित	मिठ पिकासाठी क्षेत्र	जल सिंचित	अजल सिंचित				
(१)	(२)	(३)	(४)	(५)	(६)	(७)	(८)	(९)	(१०)	(११)	(१२)	(१३)	(१४)	(१५)
		आर.ची.मी	आर.ची.मी	आर.ची.मी	आर.ची.मी	आर.ची.मी	आर.ची.मी	आर.ची.मी	आर.ची.मी	आर.ची.मी		आर.ची.मी		

2018-19 संपूर्ण वर्ष											पट्ट	0.5610		
											खराबा	0.0290		

"या प्रमाणित प्रतीसाठी की म्हणून १५- रुपये मिळाले"  
दिनांक :- 02/12/2019  
संकेतिक क्रमांक :- 27210008027309000042201912

(नांक :- एच. वी. मुळाने)  
तलाठी साह्या :- बोळीजता :- वसई जि. पालघर

तलाठी साह्या बोळीज  
ता. वसई, जि. पालघर



वसई-३  
 दाखल क्र. ११५० १२०२३  
 ए२ १९००

अद्ययावत दिनांक : 02/12/2019

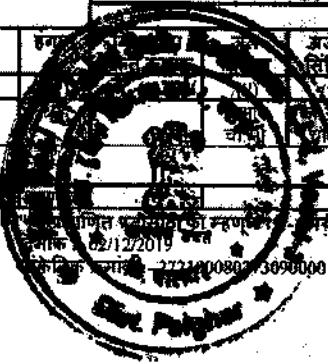
गाव नमुना नं. १  
 अधिकांक अभिलेख पत्रक  
 [ महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवक्या (संपादन करणे व सुविधासाठी ठेवणे) नियम, १९७१ यातील नियम १.१.६ आणि ७ ]

गाव : बोळीज तालुका : वसई जिल्हा : पालघर शेवटचा फेरफार क्रमांक : 6954 व दिनांक : 03/06/2017

शुभापन क्रमांक व उपविभाग 132		शुभापना पध्दती मसिबदार घणे नं.	संश्लेषणद्वाराचे नाव			
शेताचे स्थानिक नाव :-			क्षेत्र	साकार	चौ. म.	एकूण
क्षेत्र एकक	ह.आर.चौ.मी	कुवर्ली बंधुपुत्राई शहा	0.24.30	2.25		(6050)
जिरायत	-					
बागायत	-					
तरी	-					
वरकस	-					
इतर	0.24.30					
एकूण क्षेत्र	0.24.30					
पोट-खराब (लागवडीस अयोग्य)	-					
वर्ग (अ)	-					
वर्ग (ब)	-					
एकूण चौ. म.	0.00.00					
आकारणी	2.25					
जडी किंवा विशेष आकारणी	-					
जमने फेरफार क्र. (1341),(1554),(2599),(5216),(5219),(5247),(5252),(5258),(5259),(5255),(5291),(5292),(5328),(5516),(5688),(5689),(5690),(5691),(5879),(6050),(6954)						सहीत आणि शुभापन चिन्हे :

गाव नमुना नं. १  
 पिकांची नोंदवकी  
 [ महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवक्या (संपादन करणे व सुविधासाठी ठेवणे) नियम, १९७१ यातील नियम २९ ]  
 गाव : बोळीज तालुका : वसई जिल्हा : पालघर शेवटचा फेरफार क्रमांक : 6954 व दिनांक : 05/06/2017

वर्ष	हजारा	पिकांसाठीचे क्षेत्र						पिकांसाठीचे उपसमूह नसलेली जमीन		अन्य स्थानाचे साधन	वैय			
		पिकांसाठीचे क्षेत्र			पिकांसाठीचे क्षेत्र			स्वरूप	क्षेत्र					
		अजस स्थिति	पिकाचे नाव	अजस स्थिति	पिकाचे नाव	अजस स्थिति	अजस स्थिति							
(१)	(२)	(३)	(४)	(५)	(६)	(७)	(८)	(९)	(१०)	(११)	(१२)	(१३)	(१४)	(१५)
		ह.आर. चौ.मी	ह.आर. चौ.मी	ह.आर. चौ.मी	ह.आर. चौ.मी	ह.आर. चौ.मी	ह.आर. चौ.मी							
2018-								चव	0.24.30					



(नाम :- एच. पी. मुत्तारे)  
 तलाठी साक्षात :- वसई जि :- पालघर

तलाठी साक्षात बोळीज  
 ता. वसई, जि. पालघर

वसई-३
दस्त क्र. ९६५०/२०२३
९३, १००

Annexure "B"



मुख्य कार्यालय, विरार  
विरार (पूर्व),  
ता. वसई, जि. पालघर - ४०१ ३०५.

दूरध्वनी : ०२५० - २५२५१०१ / ०२/०३/०४/०५/०६  
फॅक्स : ०२५० - २५२५१०७  
ई-मेल : vasaivirarcorporation@yahoo.com

जाचक क्र. : व.वि.श.म.  
दिनांक :

VVCMC/TP/RDP/VP-6020/141/2020-21

17/12/2020

To,  
Mr. Raj Thakur & Mr. Kunvarji Shah,  
3<sup>rd</sup> floor, Thakur Arcade,  
Station Road, Virar, Tal-Vasai  
**DIST: PALGHAR.**

Sub: **Revised Development Permission for the proposed Layout of Residential Buildings on land bearing S.No.131/2, S.No.132 ; S.No.133/2 of Village-Bolini, Taluka Vasai, Dist Palghar.**

Ref :

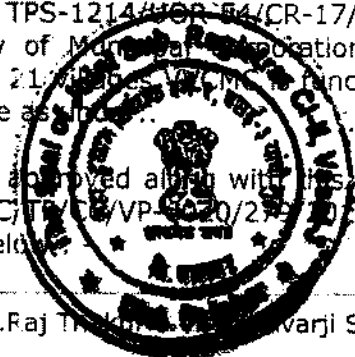
1. Commencement Certificate No. VVCMC/TP/CC/VP-6020/279/2018-19 dtd. 28/01/2019.
2. Your Registered Engineer's letter dated 15/01/2020 & 02/12/2020.

Sir / Madam,

The Development Plan of Vasai Virar Sub Region is sanctioned by Government of Maharashtra vide Notification no TPS-1205/1548/CR-234/2005/UD-12 dated 09/02/2007. Keeping 113 EPS in pending. Further 5 EPS were approved vide Notification No. TPS-1208/1917/CR-89/09/UD-12 dtd. 13/03/2009, 31 EPS were approved vide Notification No. TPS-1208/1917/CR-89/09/UD-12 dtd 19/09/2009, Notification No. TPS-1208/1917/CR-89/08/UD-12 dtd 05/10/2009, 11 EPS were approved vide Notification No. TPS-1209/1917/CR-89/09 UD-12 dtd. 4<sup>th</sup> April 2012, 1 EP was approved vide notification, no. TPS-1214/975/CR-77/14/UD-12 dtd. 16<sup>th</sup> August 2014 and 64 EPs were approved vide notification no. TPS-1214/975/CR-77/14/UD-12 dtd. 27<sup>th</sup> February 2015. Govt. entrusted Planning Authority functions for respective jurisdiction of Vasai-Virar City Municipal Corporation vide notification no. TPS-1209/2429/CR-262/2010/UD-12 dtd. 07/07/2010. Further Vasai Virar City Municipal Corporation is appointed by Govt. of Maharashtra as SPA for 21 villages Arnala, Arnala Killa, Patilpada, Mukkam, Tembi, Kolhapur, Chandrapada, Tokri, Khairpada, Vasalai, Rangao, Doliv, Khardi, Khochiwada, Pali, Tivri, Octane, Tarkhad, Maljipada, Satpala & Kalamb, notification no. TPS-1214/975/CR-17/15/UD-12 dtd. The 21<sup>st</sup> February 2015. In the capacity of Municipal Corporation/Planning Authority for respective jurisdiction and SPA for 21 villages, Vasai Virar City Municipal Corporation is functioning as per MRTP Act 1966. The details of permission are as follows:

The drawing shall be read with the layout plan approved along with this letter and conditions mentioned in the letter No. VVCMC/TP/CC/VP-6020/279/2018-19 dtd. 28/01/2019. The details of the layout is given below:

1)	Name of assess owner / P.A. Holder	Mr. Raj Thakur & Mr. Kunvarji Shah,
2)	Location	Bolini
3)	Land use (Predominant)	Residential Building
4)	Gross Plot Area (As per 7/12 Extract)	15660.00 sq.m
6)	Area Under 30 mt D.P. Road	1135.35 sq.m



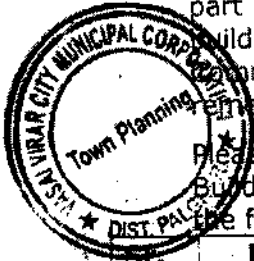


वसई-३  
दस्त क्र. २४५० / २०२३  
६०६ / १००

VVCMC/TP/RDP/VP-6020/141/2020-21

17/12/2020

7)	Net plot Area	14524.65 sq.m
8)	RG@15%	2904.93 sq.m
9)	CFC@5%	726.23 sq.m
10)	Buildable Plot Area (14524.65X0.85)	12345.95 sq.m
11)	Permissible FSI	1.00
12)	Permissible BUA for MHADA (20%)	2469.19 sq.m
13)	Permissible BUA	12345.95 sq.m
14)	Permissible Built-up-Area (including MHADA)(12345.95+2469.19)	14815.14 sq.m
15)	Proposed Built-Up-Area including MHADA	11840.97 sq.m



The commencement certificate shall remain valid for a period of one year for the particular building under reference from the date of its issue (As per Section 44 of TP Act, 1966 and Clause 2.42 & 2.6.9 of Sanctioned D.C. Regulations-2001).

The amount of Rs.3,65,500/- (Rupees Three lakh Sixty Five Thousand Five Hundred only) deposited vide Receipt No. 713216 dated.28/11/2018 & Receipt No.713227 dated. 28/12/2018 & Rs. 36,500/- (Rupees Thirty Six Thousand Dive Hundred only) deposited vide Receipt No.899502 dated.03/12/2020 With Vasai Virar City Municipal Corporation as interest from security deposit shall be forfeited either in whole or in part at the absolute discretion of the Municipal Corporation for breach of any other Building Control Regulation & Conditions attached to the permission covered by the commencement Certificate. Such forfeiture shall be without prejudice to any other special right of the Municipal Corporation.

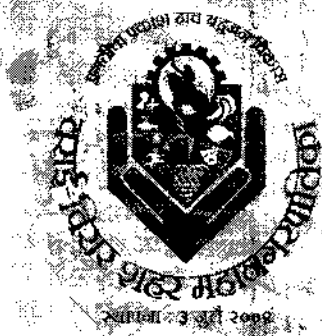
Please find enclosed herewith the approved proposed layout for Residential Building on land bearing S.No.131/2,S.No.132 ; S.No.133/2 of Village-Bolinj, as per the following details:-

Sr. No.	Predominant Building	Bldg. No.	No. of Floors	No. of Flats	Built Up Area ( In sq. mt.)	Remarks
1.	Residential Building	1	Stilt+23	202	9104.36 sq.m	Now Amended
2.	Residential Building	2	Stilt+4	35	1621.13 sq.m	Now Amended
3.	Residential Building	3	Stilt+3	26	1115.48 sq.m	Now Amended
4.	Club House	--	--	--	115.47 sq.m	Newly Proposed
			<b>Total</b>	<b>263</b>	<b>11956.44 sq.mt</b>	

The revised plan duly approved herewith supersedes all the earlier approved plans. The conditions of Commencement Certificate granted vide VVCMC office letter No. VVCMC/TP/CC/VP-6020/279/2018-19 dtd. 28/01/2019.Stands applicable to this approval of amended plans along with the following conditions:

वसई-३
दस्त क्र ६५०/२०२३
६५ १७००

मुख्य कार्यालय, विरार  
विरार (पूर्व),  
ता. वसई, जि. पालघर - ४०१ ३०५.



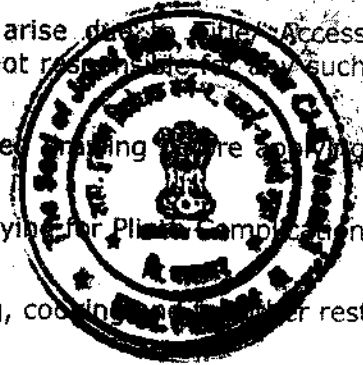
दूरध्वनी : ०२५० - २५२५१०१ / ०२/०३/०४/०५/०६  
फॅक्स : ०२५० - २५२५१०९  
ई-मेल : vasavirarcorporation@yahoo.com

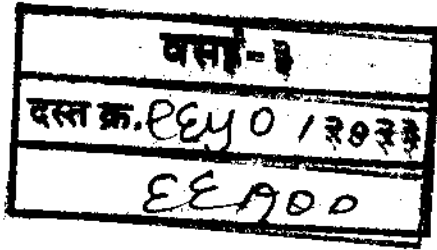
जावक क्र. : व.वि.श.म.  
दिनांक :

VVCMC/TP/RDP/VP-6020/141/2020-21

17/12/2020

- 1) This revised plan is valid for one year from the date of issue of commencement certificate for each building distinctively. The revalidation shall be obtained as per section 48 of MRTP Act, distinctively for each building.
- 2) The Occupancy Certificate for the buildings will be issued only after provision of potable water is made available to each occupant.
- 3) Notwithstanding anything contained in the commencement certificate condition it shall be lawful to the planning authority to direct the removal or alteration of any structures erected or use contrary to the provisions of this grant within the specific time.
- 4) You are required to provide a solid waste disposal unit at a location accessible to the Municipal sweepers, to store/dump solid waste in 2 compartments of 0.67 CUM. 1.33 CUM. Capacity for every 50 tenements or part there of for non-bio degradable & bio-degradable waste respectively.
- 5) The Municipal Corporation reserves the right to enter the premises for inspection of maintenance of infrastructure facilities during reasonable hours of the day and with prior notice.
- 6) You shall submit detailed proposal in consultation with Engineering Department, Municipal Corporation for rain water harvesting and solid waste disposal to treat dry and organic waste separately by design department.
- 7) You have to fix a board of public notice regarding unauthorized covering of marginal open spaces before applying for occupancy certificate of next building as per the format finalized by Municipal Corporation.
- 8) You are responsible for the disputes that may arise due to title Access matter. Vasai-Virar City Municipal Corporation is not responsible for such disputes.
- 9) You shall construct Compound wall as per approved plan and apply for any kind of permission.
- 10) You shall submit Chief Fire officer NOC before applying for Plinth Completion Certificate. If applicable.
- 11) You shall provide two distinct pipelines for drinking, cooking and for rest of the activities.
- 12) You shall not cut any tree which is existing on site. The existing tree shall be replanted by adopting suitable technology by taking permission from Vasai Virar city municipal Corporations. New trees shall be planted on the premises @ 30 per sq.m of BUA and 10@ per Sq.m in R.G. Further you shall submit NOC from tree Authority of VVCMC before applying for occupancy certificate regarding compliance to governing tree act also.
- 13) You shall provide the Rain Water Harvesting systems as per Govt. notification No.TBA-432001/2133/CR-230/01/UD-11 dtd. 10/03/2005 & TPB-4307/396/CR-24/2007/UD-11 dtd. 06/06/2007 by appointing the Rain Water





VVCMC/TP/RDP/VP-6020/14/2020-21

17/12/2020

Consultants empanelled by VVCMC. Occupancy Certificate shall be granted after certification of Rain Water Harvesting systems by said empanelled consultant of VVCMC.

- 14) You are responsible for obtaining various permissions from other authorities subsequent to grant of permission like revised N.A order, PWD NOC, NOC from Highway Authority, NOC from Railway, NOC from MSEB, MOEF, CRZ/Wetlands etc., as may be applicable and N.A TILR as required as per N.A order and other applicable compliances. If any of the compliances as per other Dept/Acts/ requirements are not done, only you shall face the consequence arising out of such lapse from your side and VVCMC is not responsible for the lapses from your side.



You are responsible for complying with all conditions of N.A. order/sale permission / other permissions of other authorities including MOEF/CRZ/Wetlands etc. In case of any violation with reference to conditions of N.A. order / permissions of other Authorities, only you shall be responsible for the said violation and the same may call for actions by Concerned Authority as per their statutory provisions. Vasai Virar City Municipal Corporation has no role in the said matters. However if any conditions pertaining to validity of said orders are not complied like validity of N.A. order etc. Only you are liable for any actions as may be contemplated by the said authority notwithstanding the permission granted by VVCMC as the same need to be ensured by Concerned Authority.

- 16) As per notification no: TPB-4312/CR-45/2012/(I)/UD-11 dtd. 8<sup>th</sup> November 2013 from GOM U/s. 37 (1AA) (C) of MR & TP Act, 1966, you shall construct EWS/LIG housing in the form of tenements as prescribed in above notification at least to the extent of 20% of basic zone FSI. (Of area Nil sq.m) which is earmarked in the drawing as enclosed and conditions (Specified in clause of the said notification) are strictly to be followed. For this purpose you shall contact Executive Engineer-1 Konkan Housing and Area Development Board, MHADA, Room No.169A, Mezzanine Floor, Grihanirman Bhavan, Bandra (E), Mumbai-403 051 contact No. 02266405018.



- 17) You shall take all precautionary measures as per various statutory provisions including provisions as contained in National Building code of India in order to avoid injury/loss to lives and property during construction and till the property is handed over to the subsequent legitimate owner of the property. If any such incident occurs you are responsible for the same and VVCMC is not responsible for your negligence, in providing various precautionary measures to avoid accidents leading to loss of life, injury or loss of property.
- 18) You shall develop the access road to the satisfaction of Vasai-Virar City Municipal Corporation as per the width as shown in the approved plan (D.P. Road/ access obtained as the case may be) before applying for Plinth Completion Certificate. You shall give detailed engineering report comprising reclamation level to be maintained, Storm Water drainage systems, sewerage systems and water supply (tank sizes etc) before applying for Plinth Completion Certificate.

वसई-३
दस्त क्र. EY0 / 2023
E0 1900

मुख्य कार्यालय, विरार  
विरार (पूर्व),  
ता. वसई, जि. पालघर - ४०१ ३०५.



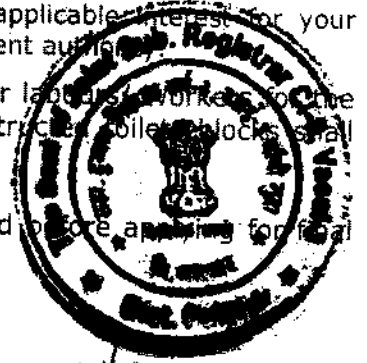
दूरध्वनी : ०२५० - २५२५२०२ / ०२/०३/०४/०५/०६  
फॅक्स : ०२५० - २५२५२०७  
ई-मेल : vasavirarcorporation@yahoo.com

जावक क्र. : व.वि.श.म.  
दिनांक :

VVCMC/TP/RDP/VP-6020/14/2020-21

17/12/2020

- 19) You shall follow the MOEF notification and all other applicable notifications and guidelines issued by Central and State Governments for development of these lands by following all provisions including Hon'ble Court Orders.
- 20) You are responsible for the disposal of Construction & Demolition Waste (debris) that may be generated during the demolition of existing structure & during the execution work of buildings.
- 21) You shall provide separate dust bins per wing of buildings for Dry & Wet waste & Composting unit as per MSW rules 2016 prior to Occupancy Certificate.
- 22) You shall abide by all conditions mentioned in MSW rules 2016 and guidelines/order about Solid Waste Management which needs to be implemented in your proposal from time to time as instructed by this office as per Swachh Bharat Mission and guidelines from VVCMC and State/Central Govt. You shall submit compliance report regarding the above before approaching this office for grant of Occupancy Certificate.
- 23) VVCMC has asked IIT-Bombay and NEERI to prepare Comprehensive flood management plan by reviewing current development plan and past studies. The applicant shall have to adhere and do the necessary implementation as per recommendations of IIT Bombay and NEERI for flood management of Vasai Virar Sub region affecting for your layout.
- 24) You will be liable to pay any charges/areas with applicable interest for your proposal as and directed by VVCMC/any other competent authority.
- 25) You shall provide temporary toilet Blocks at site for laborers working on the ongoing construction activity. The temporary construction toilet blocks shall be demolished before final Occupancy Certificate.
- 26) You shall hand over area under 30.00mt D.P. Road before applying for final Occupancy Certificate.



Commissioner

Vasai Virar City Municipal Corporation

Certified that the above permission is issued by Commissioner VVCMC, Virar.

Deputy Director,  
VVCMC, Virar.

c.c. to:

1. M/s. En-Con, Project Consultant,  
G-7,8, D-wing Sethi Palace,  
Ambadi Road, Vasai (W),  
Taluka Vasai, Dist:-Palghar.

वसई-३
दस्तावेज EYD / २०२३
EL १००

**DSK Legal**  
True Value. True Values

**Annexure "C"**

DSK Legal  
Advocates & Solicitors  
1209, One Indiabulls Centre, Tower 2B  
Floor 12-B, B41 Senapati Bapat Marg  
Elphinstone Road, Mumbai 400 019  
India

T: +91 22 8858 8000  
W: www.dsklegal.com

**TITLE CERTIFICATE**

We have investigated the rights of **Shripal Shanti LLP** to acquire and construct on the properties mentioned herein and have to state as follows:

For the purposes of this Title Certificate:

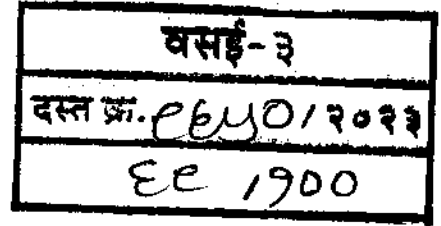
- A. We have perused the title documents and have relied upon the mutation entries and the 7/12 extracts of the properties.
- B. We have caused searches to be conducted by Mr. Ashish Javeri (Title Investigator) who has conducted searches in the concerned office of the Sub-Registrar of Assurances in respect of the properties mentioned hereinbelow. We have relied upon his search report dated December 3, 2018 and the same are separately provided. The search Reports do not reveal any adverse entries.



We have issued public notices on November 23, 2018 in the name of (i) Raj Harishchandra Thakur and (ii) Kunvarji Bacchubai Shah for inviting any objections / claims in respect of the properties in (i) Free Press Journal and (ii) Nav Shakti and have not received any claim / objection pursuant thereto

Since our scope of work does not include considering aspects within the domain of an architect and surveyor, we have not carried out any physical inspection of the properties nor have commented on the development aspects of the properties.

- E. Since verifying pending litigations in respect of properties becomes difficult due to various reasons including (i) litigations can be filed/instituted in various fora depending upon the relief claimed; and/or (ii) records of litigations maintained by courts and other authorities (judicial or otherwise) are not updated nor maintained descriptively and not easily available/accessible; and/or (iii) there are no registers maintained in respect of matters referred to arbitration, we have not conducted any physical searches before any court of law or before any other authority (judicial or otherwise) to verify whether the properties are subject matter of any litigation. However, we have caused online searches to be conducted pertaining to litigation filed with respect to (i) Kunvarji Bacchubai Shah (ii) Raj Harishchandra Thakur and (iii) Vastu Developers and have relied upon the Search Reports dated January 3, 2019 issued by Cubictree Technology Solutions Private Limited and the same has not revealed any litigations in respect of the properties.
- F. It appears that some of the properties are fragments and were transferred in contravention of the provisions of the Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947. In the event any action is initiated by the concerned authority against the aforementioned transfers, the same shall be subject to penalty as is set out in the aforementioned act.
- G. We have relied upon:
- lineage, on the basis of revenue records and information;
  - Letter dated May 23, 2019 issued by the owners; and
  - information provided by the representatives of Shripal Shanti LLP.



H. We have assumed that:

- the mutation entries provided to us accurately reflects the transactions contained therein and have presumed the correctness of the contents thereof in accordance with Section 157 of the Maharashtra Land Revenue Code, 1966;
- the mutation entries provided to us accurately reflects the transactions contained therein;
- the mutation entries and other revenue records, which are not available do not have any adverse effect on the title of the properties;
- the persons executing the documents have the necessary authority to execute the same;
- all documents/records submitted to us as photocopies conform to the originals and all such originals are authentic and complete;
- all signatures and seals on any documents/records submitted to us are genuine;
- wherever any minors' rights are involved the same have been dealt with by their rights / natural guardian for legal necessity and the same have not been challenged by such minors upon their attaining majority; and
- the legal capacity of all natural persons are as they purport it to be.

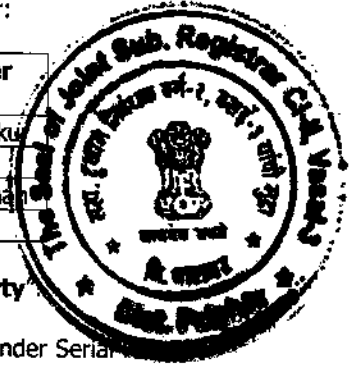
Based on the aforesaid, we have to report as under:

- By and under various Sale Deeds, Raj Harishchandra Thakur, Kunvarji Bacchubhai Shah and Vastu Developers acquired properties situate at Village Bolinj, Taluka Vasai, District Palghar and within the Registration District of Thane in the following manner:

Sr. No.	Survey No. / Hissa No.	Area (in Ares)	Name of the Owner
1.	131/2	73.30	Raj Harishchandra Thakur
2.	132	24.30	Vastu Developers
3.	133/2	6.1	Kunvarji Bacchubhai Shah
		52.9	Vastu Developers

The aforementioned properties are hereinafter referred to as the "Property".

- By and under an Agreement for Sale dated November 23, 2020 registered under Serial No. 5737 of 2020, Raj Harishchandra Thakur, Kunvarji Bacchubhai Shah and Vastu Developers agreed to sell, transfer, convey and assign part of the Property admeasuring 8716.61 square meters alongwith the right to use the Floor Space Index thereon, in favour of Shripal Shanti LLP for the consideration and on the terms and conditions contained therein.
- Pursuant to the aforementioned agreement for sale, Harishchandra Thakur, Kunvarji Bacchubhai Shah and Vastu Developers also granted a power of attorney of even date registered under Serial No. 5738 of 2020 in favour of Shripal Shanti LLP in respect of the aforementioned property on the terms and conditions stated therein. The Power of Attorney grants necessary powers to Shripal Shanti LLP to commence development on the property.



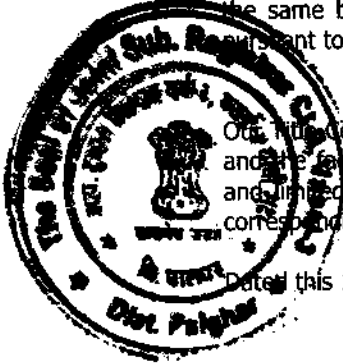
वसई-३
वसा क्र. १६५० / २०२३
७० १००

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True Value. True Values

- By and under a Deed of Right of Way dated November 23, 2020 registered under Serial No. 5851 of 2020, (i) Pabal Housing Private Limited, (ii) Prakash Damodar Patil, (iii) Ramesh Damodar Patil, (iv) Damodar Kalya Patil, (v) Chandrabhaga alias Sakhubai Narsinh Patil, (vi) Jayvant Damodar Patil, (vii) Yamuna Dattatray Patil and (viii) Jeevan Mukund Patil (Nos. (ii) to (viii) through their constituted attorney Jayendra Patil) granted right of way having width of 12 meters wide strip of land bearing Survey No. 5 (admeasuring approximately 60 square meters) to the Property in favour of Raj Harishchandra Thakur, Kunvarji Bacchubhai Shah and Vastu Developers on the terms and conditions contained therein.

**Opinion:**

Subject to the aforesaid in our view, Shripal Shanti LLP has the rights to acquire lands admeasuring 8716.61 square meters forming part of the Property and undertake development the same by utilizing the FSI as may be required to construct a residential project thereon pursuant to the Power of Attorney.



Our Title Certificate is based on the provisions of applicable law, prevailing at the present time and the facts of the matter, as we understand them to be. Our understanding is based upon and limited to the information provided to us. Any variance of facts or of law may cause a corresponding change in our Title Certificate.

Dated this 11<sup>th</sup> day of December, 2020.

Sagar Kadam  
Partner  
DSK Legal

Annexure "D"



वसई-३
दस्त क्र. ९६५० / २०२३
७९ / १००

## Maharashtra Real Estate Regulatory Authority

### REGISTRATION CERTIFICATE OF PROJECT

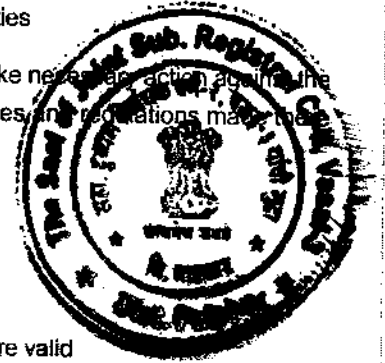
FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number : **P99000027903**

**Project: Shripal Shanti Phase - 1, Plot Bearing / CTS / Survey / Final Plot No.: S NO 131, H NO 2, S NO 132, S NO 133, H NO 2 at Vasai-Virar City (M Corp), Vasai, Palghar, 401303;**

- Shripal Shanti Llp** having its registered office / principal place of business at Tehsil: **Mumbai City**, District: **Mumbai City**, Pin: **400001**.
- This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
  - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;  
OR  
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
  - The Registration shall be valid for a period commencing from **14/01/2021** and ending with **30/09/2024** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
  - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
  - That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules, and regulations made there under.



Signature valid  
Digitally Signed by  
Dr. Vasant Premchand Prabhu  
(Secretary, MahaRERA)  
Date: 01-03-2021 11:38:23

Dated: **14/01/2021**

Place: **Mumbai**

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







वसई-३

दस्ता क्र १६५०/२०२३

७०१८००

तहसिलदार तथा कार्यकारी दंडाधिकारी वसई यांचे कार्यालय

(महसूल शाखा)

किल्लाबंदर रोड, मालुंडे-वसई गाव, ता.वसई, जि.पालघर, पिन ४०१२०१.

दुखवनी क्र. (०२५०) २३२२००७

क्र.महसूल/क १/टे १/जमिनबाब १/कावि/११७/एसआर १६६/२०१७

दिनांक ३१/०८/२०१७

प्रति,

तलाठी सजा - बोर्डीज

विषय :- जमिनीचे रुपांतरण कर भरणा करणेबाबत.

गावाचे नाव	स.नं/हि.नं	क्षेत्र (चौ.मी)	एकुण क्षेत्र (चौ.मी)	पैकी परवानगी मागितलेले क्षेत्र
बोर्डीज	१३१/१	०.६३.२	१९८१०.००	१९८१०.००
		०.०२.६		
	१३१/२	०.७०.३		
		०.०३.०		
	१३३/२	०.५६.१		
		०.०२.९		



संदर्भ :- १.महाराष्ट्र शासन राजपत्र भाग चार क्रमांक ३ दिनांक ०५/०१/२०१७

मधील अध्यादेश क्रमांक २/२०१७

२.मा.जिल्हाधिकारी पालघर यांचेकडील पत्र

क्र.महसूल/क.१/टे.१/एनएपी/कावि-४३५/२०१७ दिनांक २१/०६/२०१७

श्री.लक्ष्मीनारायण प्रभुदयाल अग्रवाल व इतर ३ रा.ब्लॉक नं १७ तिसरा मजला ठाकुर आर्केड स्टेशन रोड विरार पश्चिम ता.वसई जि.पालघर यांनी या कार्यालयात दिनांक १०/०७/२०१७ रोजी अर्ज दाखल करून मौजे बोर्डीज ता.वसई येथील स.नं /हि.नं १३१/१, १३१/२, १३३/२ एकुण एकत्रित क्षेत्र १९८१०.०० चौ.मी या जमिनीबाबत महाराष्ट्र शासनाचे संदर्भिय क्रमांक १ मध्ये नमूद अध्यादेशानुसार रुपांतरण कर व बिनशेती आकारणी करून मिळणेस विनंती केली आहे.

महाराष्ट्र शासन राजपत्र, भाग चार, क्रमांक ३ दिनांक ०५/०१/२०१७ मधील अध्यादेश क्रमांक २/२०१७

मध्ये नमूद केलेल्या तरतुदीनुसार महाराष्ट्र जमिन महसूल अधिनियम १९६६ चे कलम ४२ मध्ये आणखी सुधारणा केल्या असल्याने मा.जिल्हाधिकारी पालघर यांनी त्यांचेकडील पत्र क्र.महसूल./क.१/टे.१/एनएपी/कावि-४३५/२०१७ दिनांक २१/०६/२०१७नुसार दिलेल्या सुचनेनुसार रुपांतरण कर व बिनशेती आकारणी कर भरून घेणे आवश्यक आहे.

अध्यादेश क्रमांक २/२०१७ मध्ये नमूद केलेप्रमाणे सदरची जमिन महाराष्ट्र प्रादेशिक नियोजन व नगररचना अधिनियम १९६६ मधील तरतुदीनुसार अंतिम विकास योजना राजपत्रातील प्रसिध्दीनुसार (विकास आराखडा /प्रादेशिक आराखडा) कोणत्या झोन मध्ये समाविष्ट आहे याची खात्री करून पुढील रुपांतरण कर आकारणीची कार्यवाही करणे आवश्यक असल्याने उक्त जमिन कोणत्या झोनमध्ये समाविष्ट होत आहे याबाबत वसई विरार शहर महानगरपालिका यांचेकडील झोन दाखला जा.क्र./व.वि.श.म/नर/झो.दा.२६१/३७३७/२०१७-१८ दिनांक १६/०८/२०१७ तपासता सदरची जमिन महाराष्ट्र प्रादेशिक नियोजन व नगररचना अधिनियम १९६६ मधील तरतुदीनुसार रिहवास झोन मध्ये समाविष्ट होत असल्याचे दिसून येत आहे.

उक्त अध्यादेशात नमूद केलेनुसार महाराष्ट्र जमिन महसूल अधिनियम १९६६ चे कलम ४७अ मधील तरतुदीनुसार रिहवास व वाणिज्य प्रयोजनासाठी खाली नमूद केलेप्रमाणे रुपांतरीत कर व बिनशेती आकारणीची रक्कम अर्जदार यांनी चलनाने शासनजमा केली आहे. सोबत चलनाच्या प्रती पाठवित आहेत.

अकृषिक आकारणी				वसई-३	
रक्कम रुपये	चलन क्रमांक	दिनांक	रक्कम रुपये	रुपांतरित कर वसई क्र.	दिनांक
५९४३/-	MH003885796	२९/०७/२०१७	२९७१५/-	७५	१९००
				MH003885900	२९/०७/२०१७

वर नमूद केलेप्रमाणे अर्जदार यांचेकडून मौजे बोळीज ता.वसई येथील स.नं/हि.नं १३१/१,१३१/२,१३३/२ क्षेत्र १९८१०.०० चौ.मी ता.वसई जि.पालघर या जमिनीसाठी अकृषिक आकारणी व रुपांतरित कर वसूल केला असल्याने गाव अभिलेख व इतर कागदपत्रे तपासून, खालील अटींना अधीन राहून महाराष्ट्र शासन राजपत्र, भाग चार, क्रमांक ३ दिनांक ०५/०१/२०१७ मधील अध्यादेश क्रमांक २/२०१७ मध्ये नमूद केलेल्या तरतुदीनुसार अधिकार अभिलेखात आवश्यक ती नोंद घेणेबाबत कार्यवाही करावी.

अटी :-

- सदर जमिनीस कांदळवन/सिआरडोड/वेटलेंड/अदिवासी वायद्याच्या तरतुदी लागू होत असल्यास, तसेच जमिनीबाबत भविष्यात अभिलेखात कोणतीही अनियमितता अथवा न्यायालयीन बाबी उद्भवल्यास याबाबत या कार्यालयाकडून नव्याने कोणतेही आदेश निर्गमित न होता सदरचे पत्र हे आपोआपच रह समजणेत येईल.
- सदर जमिनीबाबत नजराणा किंवा अधिमूल्य आणि इतर शासकिय देणी शासनास अदा करावयाचे निष्पन्न झाल्यास सदरची देणी शासनजमा करणे जमिनमालक यांचेवर बंधनकारक राहिल.
- जागेवर परवानगीपूर्वीच अनधिकृत बिनशेती वापर सुरु केले असल्याचे निदर्शनास आल्यास, म.ज.म.अ.१९६६ चे कलम ४५ प्रमाणे कारवाई करण्यात येईल.
- उक्त जमिनीच्या जागेवरील बांधकाम प्रयोजनात बदल होत असल्यास अशा बदल होणा-या वापराच्या प्रयोजनार्थ अधिनियमात नमूद केलेप्रमाणे येणारी अकृषिक आकारणी रक्कम अदा करणे बंधनकारक राहिल.
- शासनाकडून अथवा वरिष्ठ कार्यालयाकडून येवोवेळी प्राप्त होणा-या मार्गदर्शक सूचना, आदेश, बदल व त्यानुसारची कार्यवाही बंधनकारक राहिल.
- स्थानिक प्राधिकरणाकडून बांधकाम नकाशा मंजूर करून घेणेअगोदर जमिनी मालक यांनी जमिनीची शासकीय फी भरून मोजणी विभागाकडून मोजणी करून घेणे आवश्यक आहे.
- वसई विरार शहर महानगरपालिकेकडील विकास नियमावलीस अधिन राहून तपांचेकडील आकारणीच्या परवानगी घेवुनच पुढील कार्यवाही करण्यात यावी.
- सदरचे पत्र हे केवळ संदर्भिय क्रमांक १ अध्यादेशानुसार रुपांतरण कर व बिनशेती आकारणी करून निर्गमित करण्यात येत असुन सदर पत्रास बिनशेती आदेश अकृषिक आकारणी वसई नये.

मंजूर टिप्पणीनुसार



तहसिलदार वसई

प्रत:- श्री.लक्ष्मीनारायण प्रभुदयाल अग्रवाल व इतर ३ रा.ब्लॉक नं. १७ तिसरा मजरा ठाकुर आर्केड स्टेशन रोड विरार पश्चिम ता.वसई जि.पालघर यांना साहितीसाठी सविनय सादर.

वसई-३
दस्त क्र. ८५०/२०२३
१०६ १००

तथा कार्यकारी दंडाधिकारी वसई यांचे कार्यालय

(महसूल शाखा)

किल्लाबंदर रोड, मालोंडे-वसई गाव, ता.वसई, जि.पालघर, पिन ४०१२०१.

दुरध्वनी क्र. (०२५०) २३२२००७

क्र.महसूल/क.१/टे.१/जमिनबाब १/कावि ०१ /एसआर ०१ /२०१७  
प्रति,

दिनांक ०८/०१/२०१८

तलाठी सजा - बोळीज

विषय :- जमिनीचे रुपांतरण कर भरणा करणेबाबत.

गावाचे नाव	स.नं/हि.नं	क्षेत्र (हे.आर)	पोट खराबा	एकुण क्षेत्र	पैकी परवानगी मागितलेले क्षेत्र
बोळीज	१३२	०.२४.३	०.००.०	०.२४.३	०.२४.३



संदर्भ :- १.महाराष्ट्र शासन राजपत्र भाग चार क्रमांक ३ दिनांक ०५/०१/२०१७

मधील अध्यादेश क्रमांक २/२०१७

२.मा.जिल्हाधिकारी पालघर यांचेकडील पत्र

क्र.महसूल/क.१/टे.१/एनएपी/कावि-४३५/२०१७ दिनांक २१/०६/२०१७

बच्चुभाई शहा रा. ब्लॉक नं १७ तिसरा मजला ठाकुर आर्केड स्टेशन रोड विरार (प) ता.वसई जि.पालघर यांनी या कार्यालयात दिनांक ०४/०९/२०१७ रोजी अर्ज दाखल करून मौजे बोळीज ता.वसई येथील स.नं/हि.नं १३२ क्षेत्र ०.२४.३ हे आर या जमिनीबाबत महाराष्ट्र शासनाचे संदर्भिय क्रमांक १ मध्ये नमुद अध्यादेशानुसार रुपांतरण कर व बिनशेती आकारणी भरणा करून मिळणेस विनंती केली आहे.

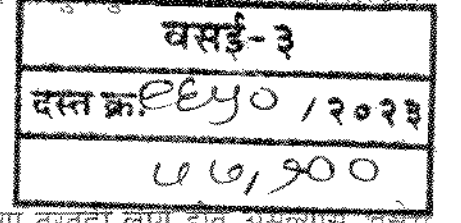
महाराष्ट्र शासन राजपत्र, भाग चार, क्रमांक ३ दिनांक ०५/०१/२०१७ मधील अध्यादेश क्रमांक २/२०१७ मध्ये नमुद केलेल्या तरतुदीनुसार महाराष्ट्र जमिन महसूल अधिनियम १९६६ चे कलम ४२ मध्ये आणखी सुधारणा केल्या असल्याने त्यानुसार उक्त जमिनीसाठी रुपांतरित कर व अकृषिक आकारणी करणेची कार्यवाही करणे आवश्यक आहे.

अध्यादेश क्रमांक २/२०१७ मध्ये नमुद केलेप्रमाणे सदरची जमिन महाराष्ट्र प्रादेशिक नियोजन व नगररचना अधिनियम १९६६ मधील तरतुदीनुसार अंतिम विकास योजना राजपत्रातील प्रसिध्दीनुसार (विकास आराखडा /प्रादेशिक आराखडा) कोणत्या झोन मध्ये समाविष्ट आहे याची खात्री करून पुढील रुपांतरण कर आकारणीची कार्यवाही करणे आवश्यक असल्याने उक्त जमिन कोणत्या झोनमध्ये समाविष्ट होत आहे याबाबत प्रकरणातील कार्यवाही वसई विधानक्षेत्र महानगरपालिका यांचेकडील झोन अभिप्राय तपासता, सदरची जमिन महाराष्ट्र प्रादेशिक नियोजन व नगररचना अधिनियम १९६६ मधील तरतुदीनुसार रहिवास क्षेत्र मध्ये समाविष्ट होत असल्याचे दिसून येत आहे.

उक्त अध्यादेशात नमुद केलेनुसार महाराष्ट्र जमिन महसूल अधिनियम १९६६ चे कलम ४७अ मधील तरतुदीनुसार रहिवास व वाणिज्य प्रयोजनासाठी खाली नमुद केलेप्रमाणे रुपांतरित कर व बिनशेती आकारणीची रक्कम अर्जदार यांनी चलनाने शासनजमा केली आहे. सोबत चलनाच्या प्रती पाठवित आहोत.

अकृषिक आकारणी			रुपांतरित कर		
रक्कम रुपये	चलन क्रमांक	दिनांक	रक्कम रुपये	चलन क्रमांक	दिनांक
७३०/-	MH009008715	०८/०१/२०१८	३६४५/-	MH009008866	०८/०१/२०१८

वर नमूद केलेप्रमाणे अर्जदार यांचेकडून मौजे बोळीज ता.वसई येथील स.नं/हि.नं १३२ क्षेत्र ०.२४.३ हे आर या जमिनीसाठी अकृषिक आकारणी व रुपांतरित कर वसूल केला असल्याने गाव अभिलेखा व इतर कागदपत्रे तपासून, खालील अटींना अधीन राहून महाराष्ट्र शासन राजपत्र, भाग चार, क्रमांक ३ दिनांक ०५/०१/२०१७ मधील अध्यादेश क्रमांक २/२०१७ मध्ये नमूद केलेल्या तरतुदीनुसार अधिकार अभिलेखात आवश्यक ती नोंद घेणेबाबत कार्यवाही करावी.



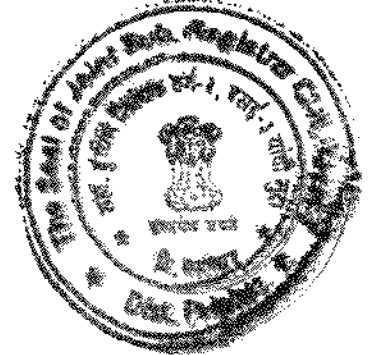
अटी :-

१. सदर जमिनीस कांदळवन/सिआरझेड/वेटलॅंड/अदिवासी कायद्याच्या तरतुदी लागू होत असल्यास, तसेच जमिनीबाबत भविष्यात अभिलेखात कोणतीही अनियमितता अथवा न्यायालयीन बाबी उद्भवल्यास याबाबत या कार्यालयाकडून नव्याने कोणतेही आदेश निर्गमित न होता सदरचे पत्र हे आपोआपच रह समजणेत येईल.
२. सदर जमिनीबाबत नजराणा किंवा अधिमूल्य आणि इतर शासकिय देणी शासनास अदा करावयाचे निष्पन्न झाल्यास सदरची देणी शासनजमा करणे जमिनमालक यांचेवर बंधनकारक राहिल.
३. जागेवर परवानगीपूर्वीच अनधिकृत बिनशेती वापर सुरु केले असल्याचे निदर्शनास आल्यास म.ज.म.अ.१९६६ चे कलम ४५ प्रमाणे कारवाई करणेत येईल.
४. उक्त जमिनीच्या जागेवरील बांधकाम प्रयोजनात बदल होत असल्यास अशा बदल होणा-या वापराच्या प्रयोजनार्थ अधिनियमात नमूद केलेप्रमाणे येणारी अकृषिक आकारणी रक्कम अदा करणे बंधनकारक राहिल.
५. शासनाकडून अथवा वरिष्ठ कार्यालयाकडून वेळोवेळी प्राप्त होणा-या मार्गदर्शक सुचना, आदेश, बदल व त्यानुसारची कार्यवाही बंधनकारक राहिल.
६. स्थानिक प्राधिकरणाकडून बांधकाम नकाशा मंजूर करून घेणेअगोदर जमिनमालक/विकासक यांनी जमिनीची शासकीय फी भरून मोजणी विभागाकडून मोजणी करून घेणे आवश्यक आहे.
७. वसई विरार शहर महानगरपालिकेकडील विकास नियमावलीस अधीन राहून त्यांचेकडील आवश्यक त्या परवानगी घेवूनच पुढील कार्यवाही करण्यात यावी.
८. सदरचे पत्र हे केवळ संदर्भिय क्रमांक १ अध्यादेशानुसार रुपांतरण कर व बिनशेती आकारणी करून निर्गमित करणेत येत असून सदर पत्रास बिनशेती आदेश संबोधित होणारे अधिकारी (प) यांना

मंजूर टिपणीनुसार



प्रत:- श्री.कुवर्जी बच्चुभाई शहा रा. ब्लॉक नं १७ तिसरा मजला ठाकूर बाई, वसई (प) यांना माहितीसाठी रवाना.





दस्तावेज-३
दस्तावेज क्र. ९६५०/२०२३
७९/१००

## VASTU DEVELOPERS

Reg. Office : 1<sup>st</sup> Floor, Viva Homes, Thakur Arcade, Station Road, Virar West, Palghar Maharashtra 401303 E. Mob : 9920099539

**Extract of the Minutes of the Meeting of the Partners of VASTU DEVELOPERS held on 01<sup>st</sup> Oct 2021 at the Registered Office of the Vastu Developers at 1<sup>st</sup> Floor, Viva Homes, Thakur Arcade, Station Road, Virar West, Palghar Maharashtra 401303 at 11.a.m**

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Resolved that **Mr. Raj Harishchandra Thakur** is hereby authorized on Behalf of Vastu Developers to present, submit, execute, sign and register the "Agreement for sale" in respect of the sale of various flats, car parking & premises in the project known as Shripal Shanti T1 , Shripal Shanti T2 & Shripal Shanti T3 on plot bearing S.No.131 H.No.2, S.No.132 & S.No.133 H.No.2, lying and being at village Bolinj, Taluka-Vasai, District-Palghar.

For Vastu Developers

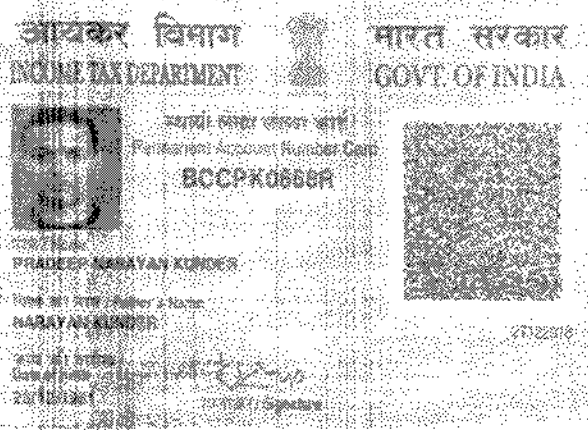
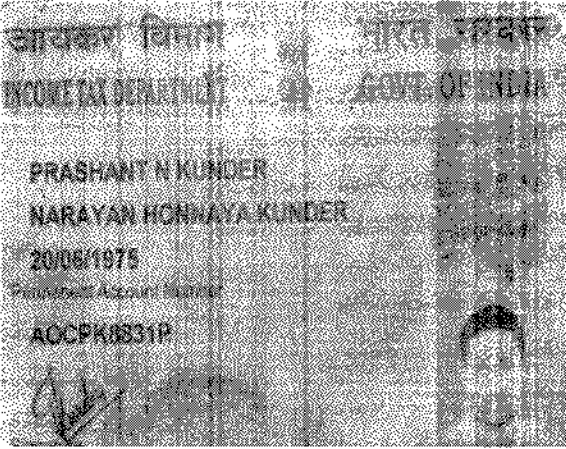
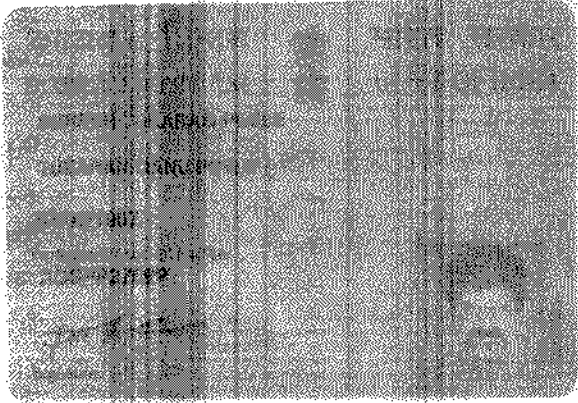
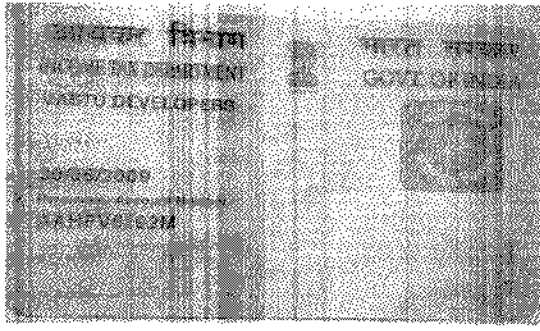
(Mr. Raj Harishchandra Thakur)  
Partner

(Mr. Kunvarji B. Shah)  
Partner





बसई-३  
 दस्ता क्र. ६६५०/२०२३  
 आयकर विभाग



5737534

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.वसई 5

01/08/2022

दस्त क्रमांक : 5737/2020

Note:-Generated Through eSearch  
Module,For original report please  
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नोदण :

वसई-३

Reg: 63m

दस्त क्र. 5737/2020

19/900

गावाचे नाव : बोळीज

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	71747000
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे)	101113000
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:पालघरइतर वर्णन :, इतर माहिती: जमीन सर्व्हे क्र.131 हिस्सा क्र.2,क्षेत्रफळ 73.30 आर म्हणजेच 7330 चौ.मी.,सर्व्हे क्र. 132 क्षेत्रफळ 24.30 आर म्हणजेच 2430 चौ.मी.,सर्व्हे क्र. 133 हिस्सा क्र.2,क्षेत्रफळ 59 आर म्हणजेच 5900 चौ.मी.,एकुण क्षेत्रफळ 15660 चौ.मी. त्यामधील अविभाजीत 8716.61 चौ. मी. क्षेत्रफळ सोबत निवासी प्रकल्प बांधण्यासाठी 8716.61 चौ. मी. क्षेत्रफळावरील एफ एस आय.,डीआर,टी डी आर,फंजिबल एफ एस आय व सर्व प्रकारचा एफ एस आय,बांधीव मिळकती, मधील वास्तु डेव्हलपर्स यांचा हिस्सा 35% आणि श्रीपाल शांती एल एल पी यांचा हिस्सा 65% आहे. गांव बोळीज तालुका वसई,जिल्हा पालघर व इतर माहिती दस्तात नमूद केल्या प्रमाणे. हा दस्त अग्रिमेट फॉर सेलचा असून एडीजे/353/2020 जावक क्रमांक 8328 दिनांक-20/11/2020 यानुसार अभिनिर्णीत होऊन महाराष्ट्र मुद्रांक अधिनियम 1958 नुसार रु.50,55,700/- इतके मुद्रांक शुल्क भरण्यात आले आहे. ( ( Supp. 2, 132 AND 133/2 ; ) )
(5) क्षेत्रफळ	8716.61 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-राज हरिश्चंद्र ठाकूर तर्फे कबुलीजबाबासाठी मुखत्यारपत्रधारक रत्नाकर गाळवणकर वय:-59 पत्ता:-प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: तारा भुवन, ब्लॉक नं: दत्ता मंदिर रोड, रोड नं: विरार पश्चिम, महाराष्ट्र, ठाणे. पिन कोड:-401303 पॅन नं:-BBAPT7712A 2): नाव:-कुंवरजी बच्चुभाई शाह तर्फे कबुलीजबाबासाठी मुखत्यारपत्रधारक मणिलाल केशव पटेल वय:-64 पत्ता:-प्लॉट नं: 2/12, माळा नं. -, इमारतीचे नाव: माणिक वीला बिल्डींग, ब्लॉक नं: स्टेशन रोड, जैन मंदिराच्या जवळ, रोड नं: जोगेश्वरी पुर्व, महाराष्ट्र, मुंबई. पिन कोड:-400060 पॅन नं:-AACPS2608A 3): नाव:-वास्तू डेव्हलपर्स तर्फे भागिदार राज हरिश्चंद्र ठाकूर तर्फे कबुलीजबाबासाठी मुखत्यारपत्रधारक अजित रत्नाकर गाळवणकर वय:-59 पत्ता:-प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: विवा होम्स, ब्लॉक नं: ठाकूर आर्केड, स्टेशन रोड, रोड नं: विरार पश्चिम, महाराष्ट्र, ठाणे. पिन कोड:-401303 पॅन नं:-AAHFV6192M 4): नाव:-वास्तू डेव्हलपर्स तर्फे भागिदार कुंवरजी बच्चुभाई शाह तर्फे कबुलीजबाबासाठी मुखत्यारपत्रधारक मणिलाल केशव पटेल वय :-64 पत्ता:-प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: विवा होम्स, ब्लॉक नं: ठाकूर आर्केड, स्टेशन रोड, रोड नं: विरार पश्चिम, महाराष्ट्र, ठाणे. पिन कोड:-401303 पॅन नं:-AAHFV6192M
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा	1): नाव:-श्रीपाल शांती एल एल पी तर्फे भागिदार प्रदिप चौधरी तर्फे कबुलीजबाबासाठी मुखत्यारपत्रधारक सुरेश पोटले वय:-53; पत्ता:-प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: 60.



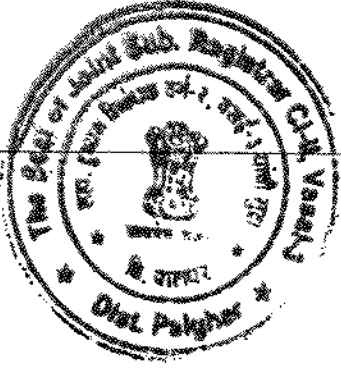
वसई-३

दस्ता क्र. EY0/२०२३

कमनामा किंवा आदेश १००  
असल्यास, प्रतिवादिचे नाव व पत्ता

गिदार चेंबर्स, ब्लॉक नं: एस. ए. ब्रेवली स्ट्रीट, रोड नं: फोर्ट, महाराष्ट्र, मुंबई. पिन  
कोड:-400001 पॅन नं:-ADUFS1207J

(9) दस्तऐवज करून दिल्याचा दिनांक	23/11/2020
(10) दस्त नोंदणी केल्याचा दिनांक	01/12/2020
(11) अनुक्रमांक, खंड व पृष्ठ	5737/2020
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	5055700
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरा	
मुल्यांकनासाठी विचारात घेतलेला तपशील:-	मुल्यांकनाची आवश्यकता नाही कारण अभिर्निणीत दस्त कारणाचा तपशील अभिर्निणीत दस्त
मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-	(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.







વચસઈ-૩  
 વસ્ત ક્ર. ૭૯૫૦/૨૦૨૩  
 ૧૧/૧૦૦

A) All that piece and parcel of contiguous lands bearing Survey No. 141, Hissa No. 2, measuring 73.30 Acre, Survey No. 132 measuring 24.30 Acre and Survey No. 133, Hissa No. 3, in the building known as 'SHRIPAL SHANTI 71, SHRIPAL SHANTI 12, SHRIPAL SHANTI 13', being and being situated in Village - Badiy, Talva being and situated at V. K. River, BY. Vitar, Amesi, Taluka Vasai, Dist. Palghar, within the area of Sub-Registration Talva and have to sell Flats/Shops/Offices in the said building.

B) On account of our pre-occupation it is not possible for us to register the said agreement/s in favour of the various purchaser/s of flats/Shops/Offices

**NOW, THEREFORE THESE PRESENTS WITNESSES AND**

1) MR. RAJ HARISHCHANDRA THAKUR, 2) MR. KUNVARI B. SHAB & 3) MESSRS VASTU DEVELOPERS Through its Authorized Partner MR. RAJ NARESHCHANDRA THAKUR, do hereby jointly or severally appoint 3) MR. SURESH TUKARAM POTLE, Age 56 years, adult, residing address at : Ecan No. 7, Ground Floor, Shripal Chowk, T. P. Mang. Near Nertoval School, Vitar Nagar, Vitar (West), Tal. Vasai, Dist. Palghar - 401303, 2) MR. RAHOL SIDDHARTH GAMARE, Age 34 years, adult, residing address at : D-1, Cinkar Chaw, Achole Road, Near Waghola Mandir, Shanti Nagar, Nalshapan (Bast), Tal. Vasai, Dist. Palghar - 401219 & 3) MR. AHT GALAWANKAR, Age 61 years, adult, residing address at : Viva Sankarza, Dairvat, A/203, Vitar Badiy Road, Vitar (West) to be (Jointly/Conjunctly and) lawful attorney for us, in our name and on our behalf to do the following:

3) TO PRESENT, APPROVE, SIGN, EXECUTE, CERTIFICATE, EXECUTE, CANCELATION, REUSE, ALTERATION, SUPPLEMENTARY AGREEMENT, AMENDMENT AGREEMENT in the said buildings or any other



11/10/23  
 11/10/23  
 11/10/23

વચસઈ-૩  
 વસ્ત ક્ર. ૭૯૫૦/૨૦૨૩  
 ૧૧/૧૦૦



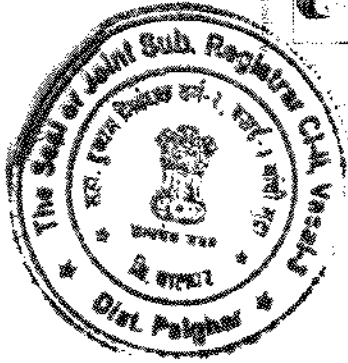
**POWER OF ATTORNEY**

TO ALL TO WHOM THESE PRESENTS SHALL COME, We, 1) MR. RAJ HARISHCHANDRA THAKUR, Age 50 years, place of office address at : Viva Homes, Thakur Arcade, Station Road, Vitar (West), Tal. Vasai, Dist. Palghar - 401303, 2) MR. KUNVARI B. SHAB, Age 49 years, place of office address at : Viva Homes, Thakur Arcade, Station Road, Vitar (West), Tal. Vasai, Dist. Palghar - 401303 and 3) MESSRS VASTU DEVELOPERS Through its Authorized Partner MR. RAJ HARISHCHANDRA THAKUR, Age 50 years, having its principal place of business at : Viva Homes, Thakur Arcade, Station Road, Vitar (West), Tal. Vasai, Dist. Palghar - 401303, do hereby DO SEND GREETINGS.

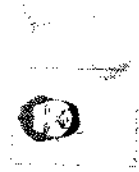


कसई-३  
 दास क्र EYD/२०२३  
 CE १००

दिनांक: १०/११/२०२३  
 पृष्ठ संख्या: १/१



1) MR. SURESH YEKARAPETLE.



2) MR. RANGUL SINDHARTI GAMARE.



3) MR. AIT GALAWAKAR.



दिनांक: १०/११/२०२३  
 पृष्ठ संख्या: १/१

Documents executed by us for registration, subject to the provisions of the collateral contract of sale to be registered and perfected and agreement, condition, covenants, lease, assignments or surrenders or other instruments and assurance which may be jointly or severally executed and signed by us.

2) THE Power of Attorney is given for registration of the document by us or successive executed by us.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET AND SUBSCRIBED MY RESPECTIVE HANDS AND SIGNATURE ON THIS 10th DAY OF NOVEMBER 2023



SIGNED AND DELIVERED BY THE WIFE OF MR. THE EXECUTANT  
 1) MR. RAJ HARICHANDRA THAKUR



2) MR. KUNWAR B. SHAH



3) MRS. YASTU ORVELORS  
 (Power of Attorney)  
 MR. RAJ HARICHANDRA THAKUR  
 In the presence of

EXECUTANTS



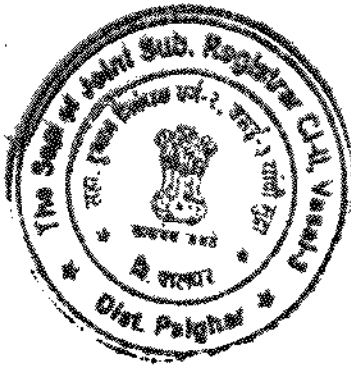








बसई-३  
 बस क्र. २६५०/२०२३  
 २० १९००



Sl. No.	Particulars	Particulars of Account	Account No.	Day	Office Number	Office Date
1	RECEIVED	RECEIVED	300 00	27	3004151972012	27/10/23
2	RECEIVED	RECEIVED	00	27	3004151972012	27/10/23
3	RECEIVED	RECEIVED	300 00	28	3004151972012	28/10/23

1008/2023

बसई-५  
 बस क्र. १२६६/२०२३  
 १६ १९५



बसई-५  
 बस क्र. १२६६/२०२३  
 १६ १९५



पसई-३  
 वस क्र. २२५०२०३३  
 २२ १९००

पसई-४  
 वस क्र. २२६५०/२०३३  
 ३/१९०

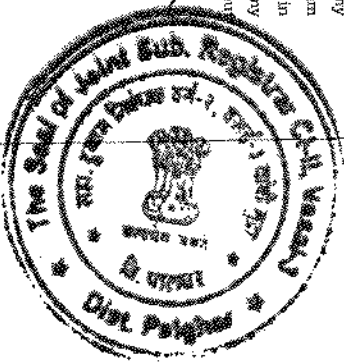
पसई-४  
 वस क्र. २२६५०/२०३३  
 ४/१९०

**POWER OF ATTORNEY**

TO ALL WHOM THESE PRESENTS SHALL COME WE **11 MR. ANKIT P. CHOPRA**, Age 36 years, & **21 MR. PRADIP B. CHOPRA**, Age 61 years, both adults, Indian inhabitant having their address at Shripal Shanti, Y. K. Nagar Nx, Vihar (West), Tal. Vasai, Dist. Palghar - 401303, Send greetings:

**WHEREAS :**

1. We are the Directors and/or partners and/or Trustees and/or Proprietors in various Private Limited Companies/partnership Firm/Trusts /Concerns.
2. The various Private Limited Companies/partnership Firm/Trusts /Concerns carries on business interalia as Builders and Developers and in the course of its business the Directors and/or partners and/or Trustees and/or Proprietors have to execute Development Agreement, Cancellation of Development Agreement, Permanent Alternate Agreements for Sale, Cancellation of Agreements for Sale, Cancellation of Agreements for Permanent Accommodation, Cancellation of Agreement of Permanent Accommodation, Power of Attorney, Cancellation of Power of Attorney, Declaration, Affidavits, Undertakings, Rectification Deed, Indemnity Bond, Conveyance and/or any other related documents etc. with respective tenants/shum dwellers/occupants/intending purchasers/ intending sellers in respect of Flats, Gables, Shops and any other premises and any properties anywhere in District Palghar/Mumbai as well as out of District Palghar/Mumbai (i.e. Within India).



4. We are desirous of appointing **11 MR. SURESH TUKARAM POTLE**, Age 64 years, adult, residing at : Room No. 7, Ground Floor, Shripal Crown, P. P. Marg, Near National School, Vast Nagar, Vihar (West), Tal. Vasai, Dist. Palghar - 401303, **21 MR. RAHUL SODHARTH GAWALE**, Age 24 years, adult, residing at : D-1, Omkar Chawl, Achole Road, Near Waghotka Mandir, Shirdi Nagar, Nallasopara (East), Tal. Vasai, Dist. Palghar - 401209, jointly or severally, to be true and lawful attorney for us in our name and on our behalf to do execute and perform the following acts deeds, matters and things that is to say:

**NOW KNOW WE AND THESE PRESENTS WITNESSETH THAT WE 11 MR. ANKIT P. CHOPRA, & 21 MR. PRADIP B. CHOPRA**, do hereby nominate, constitute and jointly or severally appointing **11 MR. SURESH TUKARAM POTLE** and **21 MR. RAHUL SUDHARTH GAWALE**, jointly or severally (hereafter as "the said Attorney/s") jointly or severally to be true and lawful Attorney for our in our name and on our behalf to do execute and perform the following acts, deeds, matters and things; that is say:

1. To lodge before sub-registrar of assurances any deed, Development Agreement, Cancellation of Development Agreement, Permanent Alternate Agreements for Sale, Cancellation of Agreement for Permanent Accommodation, Power of Attorney, Cancellation of Power of Attorney, Mortgage Deed, Declarations, Affidavits, Undertakings, Rectification Deeds, Indemnity Bonds, Conveyance and/or any other related documents etc. in respect of Flats, Gables, Shops and any other premises and any properties anywhere in District Palghar/Mumbai as well as out of District Palghar/Mumbai (i.e. within India) (executed heretofore by us or to be executed hereinafter by us) either in our name or Directors of any of the

पत्र-५  
 क्र. ११६५०/२०२१  
 ६/१०

पत्र-५  
 क्र. ११६५०/२०२१  
 ५/१०

companies or as Partners of any firm or in our capacity as a Trustees or as a Constituted Attorney or in our individual name or in any other capacity and to procure registration of documents executed by us on or after the date of execution of this Power of Attorney of which lodging and presenting for registration and admission of execution by us on our behalf and for that purpose to appear before the concerned office of the Sub-Registrar of Assurances and registration is required or allowed to be affected under any law for the time being in force and in this behalf and do every other act, deed or thing necessary to procure the due.

2. AND GENERALLY TO DO and perform all acts, matters, things that may be necessary and convenient as fully and effectually as we could in our persons do.

AND WE HEREBY AGREE TO RATIFY AND CONFIRM whatsoever the said Attorney shall do in the presence by virtue of these presents.

IN WITNESS WHEREOF MR. ANKIT F. CHOPRA & MR. PRADIP B. CHOPRA hereinto set our name and hand at Virar this 5<sup>th</sup> day of October 2021.

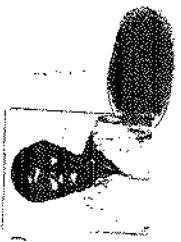
SIGNED AND DELIVERED by the  
 Within named "THE EXECUTANTS"

1) MR. ANKIT F. CHOPRA,

2) MR. PRADIP B. CHOPRA,

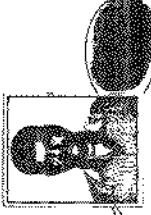
In the presence of







Accepted by us



1] MR. SURESH TUKARAM POTLE



2] MR. RAHUL SIDDHARTH GAMARE

जसई-३  
 वस्त क्र. ६६५०/२०२३  
 ६३/१००









घोषणापत्र

वसई-३
दस्त क्र. ९६५०/२०२३
९६१९००

मी ..... याद्वारे  
घोषित करतो की, दुय्यम निबंधक ..... यांचे कार्यालयात ..... शिर्षकाचा दस्त  
नोंदणीसाठी सादर करण्यात आला आहे. श्री. .... इतर  
इतर यांनी दिनांक ०५/१०/२१ रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सादर दस्त  
नोंदणीस सादर केला आहे/निष्पादीत करून कबुलीजबाब दिला आहे. सादर कुलमुखत्यारपत्र रद्द  
केले नाही. किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य  
कोणत्याही कारणामुळे कुलमुखत्यापत्र रद्दबातल ठरलेले नाही. सादरचे कुलमुखत्यापत्र पूर्णपणे वैध  
असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सादरचे कथन चुकीचे आढळून आल्यास नोंदणी  
अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

दिनांक

*for*  
कुलमुखत्यारपत्रधारकाचे सही

दस्तऐवजासोबतचे कुलमुखत्यारपत्र मी/आम्ही वाचून समजून घेतले आहे. अखत्यारपत्र धारक  
यांना सादर अखत्यारपत्राचे आधारे हा दस्त ऐवज कबुलीजबाब देण्याचे पूर्ण अधिकार व हक्क असल्याचे  
माझी/आमची कायदेशीर खात्री झालेली आहे. या अखत्यारपत्राचे आधारे होणा-या या दस्तऐवजाच्या  
परिणामाची जबाबदारी पूर्णपणे दस्तऐवज सही करणारा म्हणजेच कुलमुखत्यारपत्र देणारे व दस्तऐवज  
लिहून घेणार यांचीच आहे. त्यांचा दुय्यम निबंधक, त्यांचे कार्यालयीन कर्मचारी किंवा कुलमुखत्यार धारक  
यांचा काहीच संबंध असणार नाही.

*for*



खरेदी करणा-याची सही /-

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

PRASHANT N KUNDER  
NARAYAN HINNAYA KUNDER  
20/06/1975  
Permanent Account Number  
AOCPK8831P

भारत सरकार  
Government of India

Prashant Narayan Kunder  
DOB : 20/06/1975  
Male

आधार क्रमांक / Aadhaar Number  
6520 6920 9023

मेरा आधार, मेरी पहचान

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

Address: S/O: Narayan Kunder,  
603, PRINCE VAIBHAV TOWER,  
VILLAGE ROAD, OPP. CLASSIC  
MARBLE, SUBHASH NAGAR,  
Mumbai, Mumbai, Maharashtra,  
400078

आधार क्रमांक / Aadhaar Number  
6520 6920 9023

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

आधार क्रमांक / Aadhaar Number  
6520 6920 9023

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

Permanent Account Number Card  
BCCPK8688R

नाम / Name  
PRADDEP NARAYAN KUNDER

पिता का नाम / Father's Name  
NARAYAN KUNDER

जन्म तिथि / Date of Birth  
28/12/1981

भारत सरकार  
Unique Identification Authority of India  
Government of India

नॉटपी क्रमांक / Enrollment No.: 1104/2013/04899

वर्ग - ३

To  
प्रदीप नारायण कुंदर S/O  
Pradep Narayan Kunder  
S/O Narayan Kunder  
opp classic marble nagar, 603, prince vaibhav soc,  
subhash nagar,  
VTC: Bhandup West S.O,  
District: Mumbai,  
State: Maharashtra,  
PIN Code: 400078

16/10/2011

182100828

UA025040986IN

आपका आधार क्रमांक / Your Aadhaar No. :

**3466 6825 2514**

माझे आधार, माझी ओळख

भारत सरकार  
Government of India

प्रदीप नारायण कुंदर  
Pradep Narayan Kunder  
जन्म तिथि / DOB : 28/12/1981  
पुल / MALE

आधार क्रमांक / Aadhaar Number  
3466 6825 2514

माझे आधार, माझी ओळख

आयकर विभाग  
INCOME TAX DEPARTMENT

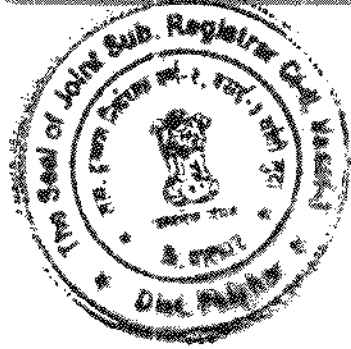
भारत सरकार  
GOVT. OF INDIA

Permanent Account Number Card  
BCCPK8688R

नाम / Name  
PRADDEP NARAYAN KUNDER

पिता का नाम / Father's Name  
NARAYAN KUNDER

जन्म तिथि / Date of Birth  
28/12/1981



350/9650

बुधवार, 10 मे 2023 1:22 म.नं.

दस्त गोषवारा भाग-1

वमड3

१६/१९००

दस्त क्रमांक: 9650/2023

दस्त क्रमांक: वमड3 /9650/2023

बाजार मूल्य: रु. 33,75,000/-

मोबदला: रु. 40,35,063/-

भरलेले मुद्रांक शुल्क: रु.2,82,500/-

दु. नि. मह. दु. नि. वमड3 यांचे कार्यालयात

पावती:10159

पावती दिनांक: 10/05/2023

अ. क्रं. 9650 वर दि.10-05-2023

सादरकरणाचे नाव: प्रशांत एन कुंदर --

गेजी 1:19 म.नं. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2000.00

पृष्ठांची संख्या: 100

दस्त हजर करणाऱ्याची मही:

एकुण: 32000.00

सह. दुय्यम निबंधक वर्ग-३  
Sub Registrar Vasai 3  
वसई क्र. ३सह. दुय्यम निबंधक वर्ग-३  
Sub Registrar Vasai 3  
वसई क्र. ३

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्रं. 1 10 / 05 / 2023 01 : 19 : 48 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 10 / 05 / 2023 01 : 20 : 41 PM ची वेळ: (फी)

दस्तऐवजा सोबत जोडलेले कागदपत्रे, फुलमुखत्यारपत्रा  
मधिल व्यक्ती इत्यादी वनावट आढळून आल्यास  
याची संपूर्ण जबाबदारी निष्पादकाची राहिल.

लि. देणार

लि. देणार





10/05/2023 1 25:45 PM

दस्त गोपवारा भाग-2

वसई3

ee/900

दस्त क्रमांक:9650/2023

दस्त क्रमांक :वसई3/9650/2023

दस्तावा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	द्वयाचित्र	अंगठ्याचा ठसा
1	नाव:प्रशांत एन कुंदर - - पत्ता:प्लॉट नं: 603, माळा नं: -, इमारतीचे नाव: प्रीन्स वैभव टॉवर, ब्लॉक नं: व्हिजेज रोड, क्लासिक मार्बल, रोड नं: सुभाष नगर, भांडुप , महाराष्ट्र, मुंबई. पॅन नंबर:AOC PK8831P	लिहून घेणार वय :-47 स्वाक्षरी:-		
2	नाव:प्रदीप नारायण कुंदर - - पत्ता:प्लॉट नं: 603, माळा नं: -, इमारतीचे नाव: प्रीन्स वैभव टॉवर, ब्लॉक नं: व्हिजेज रोड, क्लासिक मार्बल, रोड नं: सुभाष नगर, भांडुप , महाराष्ट्र, मुंबई. पॅन नंबर:BCCPK0668R	लिहून घेणार वय :-41 स्वाक्षरी:-		
3	नाव:राज हरिश्चंद्र ठाकुर कु. सु. सुरेश तुकाराम पोदले - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: तारा भुवन, दत्त मंदीर रोड, बिरार पश्चिम, महाराष्ट्र, ठाणे. पॅन नंबर:BBAPT7712A	लिहून देणार वय :-54 स्वाक्षरी:-		
4	नाव:कुंदरजी बी.शाह तर्फे कु. सु. सुरेश तुकाराम पोदले - पत्ता:प्लॉट नं: 2/12, माळा नं: -, इमारतीचे नाव: माणिक व्हिला बिल्डींग, स्टेशन रोड, ब्लॉक नं: -, रोड नं: जैन मंदीर जवळ, जोगेश्वरी, महाराष्ट्र, मुंबई. पॅन नंबर:AACPS2608A	लिहून देणार वय :-54 स्वाक्षरी:-		
5	नाव:मे.बासु डेव्हलपर्स तर्फे भागीदार राज हरिश्चंद्र ठाकुर तर्फे कु.सु. सुरेश तुकाराम पोदले - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: विवा होम्स ठाकुर, ब्लॉक नं: -, रोड नं: आर्केड स्टेशन रोड, विंगर प, महाराष्ट्र, ठाणे. पॅन नंबर:AAHFV6192M	लिहून देणार वय :-54 स्वाक्षरी:-		
6	नाव:मान्यता देणार-मे.श्रीपाल शांती एलएलपी चे अॅथोराईज्ड मिनेटरी प्रदीप बी. चोप्रा तर्फे कु.सु. सुरेश तुकाराम पोदले - पत्ता:प्लॉट नं: ऑफिस नं. 60, माळा नं: -, इमारतीचे नाव: हॉर्निमन सर्कल चॅम्बर्स (पोद्दार चॅम्बर्स), ब्लॉक नं: -, रोड नं: एस. ए. त्रेव्हली स्ट्रीट, फोर्ट, मुंबई, महाराष्ट्र, मुंबई. पॅन नंबर:ADUFS1207J	लिहून देणार वय :-54 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.  
शिक्षा क्र.3 ची वेळ:10 / 05 / 2023 01 : 22 : 48 PM

ओळख:-

दस्तऐवज निष्पादनाचा कबुलीजबाब देणाऱ्या सर्व पक्षकारांची ओळख समती-आधारित - आधार प्रणालीद्वारे पडताळण्यात आली आहे. त्याबाबत प्राप्त माहिती पुढीलप्रमाणे आहे.

Sr. No.	Type of Party & Name	Date & Time of Verification with UIDAI	Information received from UIDAI (Name, Gender, UID, Photo)
1	लिहून घेणार प्रशांत एन कुंदर - -	10/05/2023 01:24:30 PM	प्रशांत नारायण कुंदर M XXXX XXXX 9023 
2	लिहून घेणार प्रदीप नारायण कुंदर - -	10/05/2023 01:24:16 PM	प्रदीप नारायण कुंदर M XXXX XXXX 2514 
3	लिहून देणार राज हरिश्चंद्र ठाकुर कु. सु. सुरेश तुकाराम पोदले	10/05/2023 01:24:00 PM	सुरेश तुकाराम पोदले M XXXX XXXX 8209 

4	लिहून देणार कुंवरजी बी.शाह तर्फे कु. सु. सुरेश तुकाराम पोदले -	10/05/2023 01:23:47 PM	सुरेश तुकाराम पोदले M XXXX XXXX 8209	
5	लिहून देणार मे.वास्तु डेव्हलपर्स तर्फे भागीदार राज हरिश्चंद्र टाकर तर्फे कु.सु. सुरेश तुकाराम पोदले -	10/05/2023 01:23:31 PM	सुरेश तुकाराम पोदले M XXXX XXXX 8209	
6	लिहून देणार मान्यता देणार-मे.श्रीपाल शांती एलएलपी चे अॅशोराईज्ड मिसेटरी प्रदीप बी. चोप्रा तर्फे कु.सु. सुरेश तुकाराम पोदले -	10/05/2023 01:23:07 PM	सुरेश तुकाराम पोदले M XXXX XXXX 8209	

शिकका क्र.4 ची वेळ:10 / 05 / 2023 01 : 24 : 31 PM

शिकका क्र.5 ची वेळ:10 / 05 / 2023 01 : 24 : 37 PM नोंदणी पुस्तक 1 मध्ये

Sub Registrar  
सह. दुय्यम निबंधक वर्ग-२  
वसई क्र. ३

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	PRASHANT N KUNDER	eChallan	69103332023051011526	MH001819291202324E	282500.00	SD	0000968831202324	10/05/2023
2		DHC		1005202300730	2000	RF	1005202300730D	10/05/2023
3	PRASHANT N KUNDER	eChallan		MH001819291202324E	30000	RF	0000968831202324	10/05/2023

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

9650 /2023

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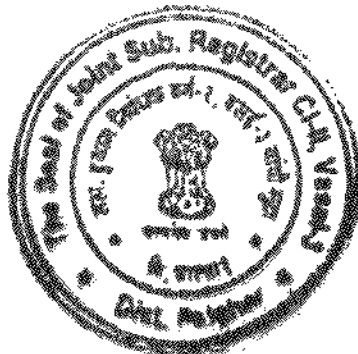
1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
2. Get print immediately after registration.

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वसई-३
दस्तावेज क्र. ९६५० / २०२३
९०० / १००

प्रमाणित करण्यात येते की  
सदर दस्तावेजाचे रकूण...९००...पाने आहेत  
पुस्तक क्र. १ चे क्रमांक...९६५०...  
दर दिनांक ३०/५/२०२३ रोजी नोंदला

सह. दुय्यम निबंधक वर्ग-२  
वसई क्र. ३





10/05/2023

## सूची क्र.2

दुय्यम निबंधक : सह.दु.नि.वसई 3

दस्त क्रमांक : 9650/2023

नोंदणी :

Regn:63m

## गावाचे नाव : बोळीज

(1)विलेखाचा प्रकार	करारनामा
(2)मोवदना	4035063
(3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	3375000
(4) भू-मापन,पोटहिस्मा व घरक्रमांक(अमल्याम)	1) पालिकेचे नाव:पालघर इतर वर्णन :सदनिका नं: 1505, माळा नं: पंधरावा मजला, इमारतीचे नाव: श्रीपाल शांती टी 1, ब्लॉक नं: व्हाय. के. नगर,एनकम, रोड नं: बोळीज, इतर माहिती: सदनिकेचे क्षेत्र 38.16 चौ.मी.कारपेट रेरानुमार + 2.90 चौ.मी. कारपेट बाल्कनी आणि सदनिकेचे एकूण क्षेत्र 45.17 चौ.मी.बिल्टअप,गाव मौजे बोळीज,विभाग क्र. 11.( ( Survey Number : 131/2,132,133/2 ; ) )
(5) क्षेत्रफळ	1) 45.17 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल नेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्याम,प्रतिवादिचे नाव व पत्ता.	1): नाव:-राज हरिश्चंद्र ठाकुर कु. मु. सुरेश तुकाराम पोटले - वय:-54; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: तारा भुवन, दत्त मंदीर रोड, विरार पश्चिम, महाराष्ट्र, ठाणे. पिन कोड:-401303 पॅन नं:-BBAPT7712A 2): नाव:-कुंवरजी बी.शाह तर्फे कु. मु. सुरेश तुकाराम पोटले - वय:-54; पत्ता:-प्लॉट नं: 2/12, माळा नं: -, इमारतीचे नाव: माणिक व्हिला बिर्डींग, स्टेशन रोड, ब्लॉक नं: -, रोड नं: जैन मंदीर जवळ, जोगेश्वरी, महाराष्ट्र, मुम्बई. पिन कोड:-400060 पॅन नं:-AACPS2608A 3): नाव:-मे.वास्तु डेव्हलपर्स तर्फे भागीदार राज हरिश्चंद्र ठाकुर तर्फे कु.मु. सुरेश तुकाराम पोटले - वय:-54; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: विवा होम्स ठाकुर, ब्लॉक नं: -, रोड नं: आर्केड स्टेशन रोड,विरार प, महाराष्ट्र, ठाणे. पिन कोड:-401303 पॅन नं:-AAHFV6192M 4): नाव:-मान्यता देणार-मे.श्रीपाल शांती एलएलपी चे अॅथोराईज्ड मिश्रैटी प्रदीप बी. चोप्रा तर्फे कु.मु. सुरेश तुकाराम पोटले - वय:-54; पत्ता:-प्लॉट नं: ऑफिस नं. 60, माळा नं: -, इमारतीचे नाव: हॉर्निमन सर्कल चेंबर्स (पोद्दार चेंबर्स), ब्लॉक नं: -, रोड नं: एस. ए. ब्रेव्हली स्ट्रीट, फोर्ट, मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400001 पॅन नं:-ADUFS1207J
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्याम,प्रतिवादिचे नाव व पत्ता	1): नाव:-प्रशांत एन कुंदर -- वय:-47; पत्ता:-प्लॉट नं: 603, माळा नं: -, इमारतीचे नाव: प्रीन्स वैभव टॉवर, ब्लॉक नं: व्हिलेज रोड, क्लासिक मार्बल, रोड नं: सुभाष नगर, भांडुप, महाराष्ट्र, मुम्बई. पिन कोड:-400078 पॅन नं:-AOC PK8831P 2): नाव:-प्रदीप नारायण कुंदर -- वय:-41; पत्ता:-प्लॉट नं: 603, माळा नं: -, इमारतीचे नाव: प्रीन्स वैभव टॉवर, ब्लॉक नं: व्हिलेज रोड, क्लासिक मार्बल, रोड नं: सुभाष नगर, भांडुप, महाराष्ट्र, मुम्बई. पिन कोड:-400078 पॅन नं:-BCCPK0668R
(9) दस्तऐवज करून दिल्याचा दिनांक	10/05/2023
(10)दस्त नोंदणी केल्याचा दिनांक	10/05/2023
(11)अनुक्रमांक,खंड व पृष्ठ	9650/2023
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	282500
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

सह. दुय्यम निबंधक वर्गी-२  
वसई क्र. ३

मुल्यांकनामाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.