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Tuesday, June 27, 2023

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Regn.:39M पावती क्रं.: 9247 दिनांक: 27/06/2023

गावाचे नाव: ठाकुर्ली

दस्तऐवजाचा अनुक्रमांक: कलन1-7224-2023

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: विपुल विनायक कुलकर्णी - -

नोंदणी फी

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दस्त हाताळणी फी

হ. 2900.00

पृष्ठांची संख्य: 145

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रु. 32900.00

क्र Sub Registrar Kalyan 1 सह. दुव्यम निसंघक वर्ग र

बाजार मुल्य: रु.3479000 /-मोबदला रु.4199748/-

भरलेले मुद्रांक शुल्क: रु. 294000/-

कल्याण क्र. १

1) देयकाचा प्रकार: DHC रक्कम: रु.900/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 2706202307291 दिनांक: 27/06/2023

बँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: 2706202306217 दिनांक: 27/06/2023

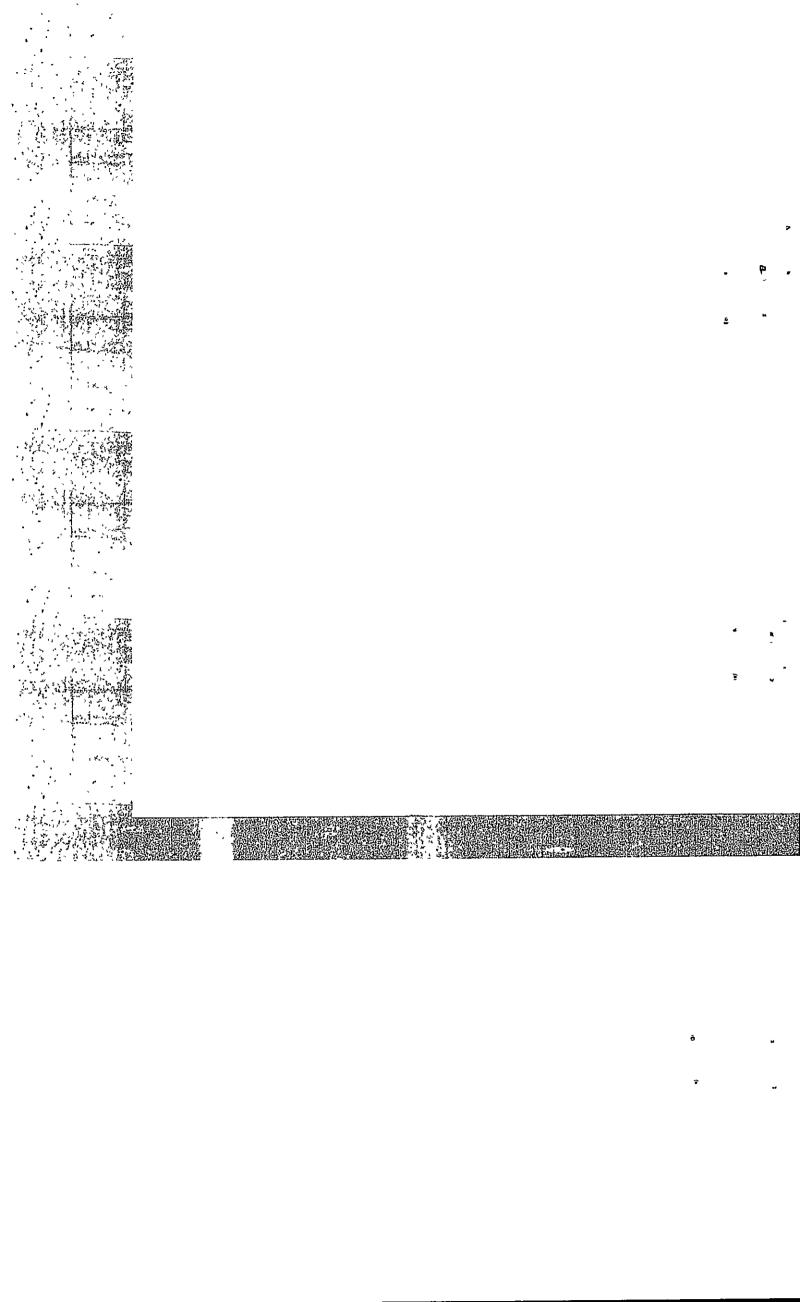
बँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH004299614202324E दिनांक: 27/06/2023

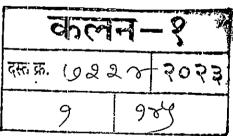
बैंकेचे नाव व पत्ता:

Johnaf



		मूल्यांकन पत्र	क (शहरी क्षेत्र - बांधीव)		
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मजला निहाय घट/व			Apply to Rate= Rs 79012/	1_	
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		= Rs 3313131 184/-			
Applicable Rules	= 3, 9, 18, 19	-			
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CHALLAN MTR Form Number-6



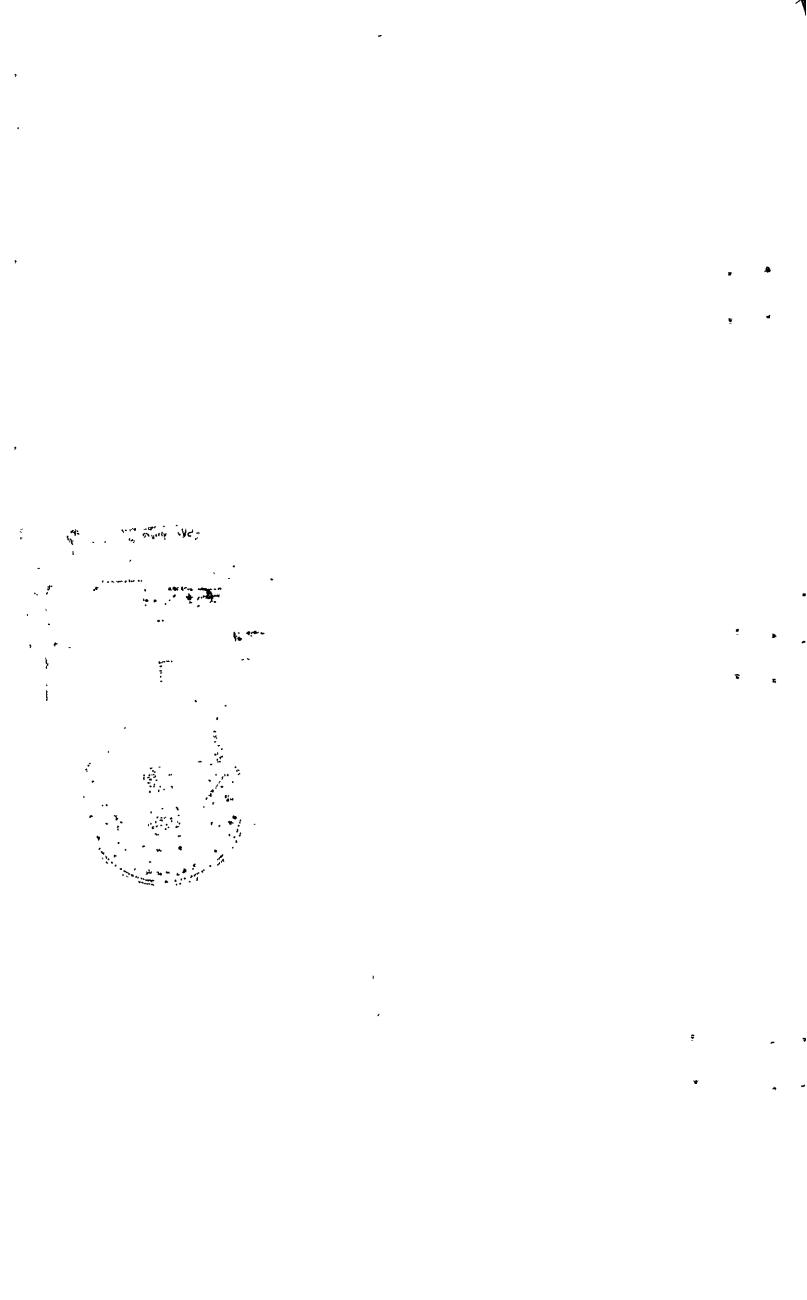
GRN MH004299614202324E	BARCODE		<u> </u>	Date	27/06/2023	3-14:20:32	Form	D	25.2		
Department Inspector General	Of Registration				Payer	Details					
Stamp Duty Type of Payment Registration Fe	10		TAX ID / TAN	(If Any)							
Type of Payment Registration Fe			PAN No.(If App	olicable)	AYDPK6600E						
Office Name KLN1_KALYAN NO	0 1 SUB REGIS	STRAR	Full Name		VIPUL VINA	YAK KULKA	RNI				
Location THANE											
Years 2023-2024 One Ti	me	•	Flat/Block No	•	SWAMINAR	AYAN CI	ΓY F	PHASE	I 1/1 <i>A</i>	V1B/1C	
			Premises/Bui	lding	"Adonia"bl	IILDING PL	OT N	10-B E	E-WING	3 FLAT	
Account Head D	etails	Amount In Rs.			NO-1102 111	TH FLOOR					
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			Town/City/Dis	strict							
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Chequ	e-DD Details		Bank CIN R	tef. No.	023000420	230627935	76 OQ	¹ 81,639	N	13)	
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Name of Bank			Bank-Branch		BANK OF I	MAHÀRÀ	ĮĮ į į	YAN			
Name of Branch			Scroll No. , Da	ite	Not Venfie	d with Scro	11				
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Department ID : Mobile No. 9870624499 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुख्यम निवधक कार्यालयात नोदंणी कर.वयाच्या दस्तांसाठी लागु आहे : नोदंणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही :

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Page 1/1



CHALLAN MTR Form Number-6



GRN MH004299614202324E BARCODE II III II II III III III III III III				III Date	e 27/06/2023-14·20 3	32 Form ID	25 2	<u> </u>
Department Inspector General	Of Registration	-	-		Payer Details			
Stamp Duty			TAX ID / TAI	N (If Any)				
Type of Payment Registration F	ee		PAN No.(if A	PAN No.(If Applicable) AYDPK6500E				
Office Name KLN1_KALYAN NO 1 SUB REGISTRAR			Full Name	Full Name VIPUL VINAYAK KULKARNI				
Location THANE								
Year	ime		Flat/Block N	lo.	SWAMINARAYAN	CITY PHAS	SE I/1A/1B/1C	;
			Premises/B	uilding	"ADONIA"BUILDING	PLOT NO-B	E-WING FLAT	-
Account Head D	etails	Amount in Rs.			NO-1102 11TH FLOO)R		
0030046401 Stamp Duty		294000 00	Road/Street	:	THAKURLI DOMBIV	ALI WEST		
0030063301 Registration Fee	_	30000 00	Area/Locali	ty	KALYAN THANE			
			Town/City/E	District				
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Department ID NOTE - This of Hair s valid for document to be registered in Sco Registral office only. Not valid for unregistered document and selected by a leader कार्योदायात लोडणी करादणका तरता पाठ राजा आहे. जेल्पी व करादास्था दस्तासीक राज पाठ

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Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

Department of Stamp & Registration, Maharashtra							
	Receipt of Document H	landling Charg	es				
PRN	2706202306217		27/06/2023				
	Received from MS SWAMINARAYAN LIFE SPACE LLP LTD , Mobile number 9870624499, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office S.R. Kalyan 1 of the District Thane.						
	Payment C	etails					
Bank Name	МАНВ	Date	27/06/2023				
Bank CIN	10004152023062705796	REF No.	006988767				
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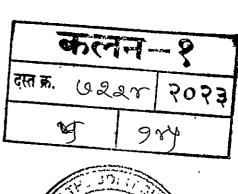


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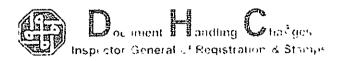
Department of Stamp & Registration, Maharashtra Receipt of Document Handling Charges 27/06/2023 PRN 2706202307291 Date Received from MS SWAMINARAYAN LIFE SPACE LLP LTD , Mobile number 9870624499, an amount of Rs.900/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office S.R. Kalyan 1 of the District Thane. Payment Details Bank Name MAHB Date 27/06/2023 Bank CIN 10004152023062706784 REF No. 007844984 This is computer generated receipt, hence no signature is required.

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Receipt of Document Handling Charges

PRN 2706202307291 Receipt Date 27/06/20:23

Received from MS SWAMINARAYAN LIFE SPACE LLP LTD, Mobile number 9870624499, an amount of Rs.900/-, towards Document Handling Charges for the Document to be registered on Document No. 7224 dated 27/06/2023 at the Sub Registrar office S.R. Kalyan 1 of the District Thane.

Payment Details

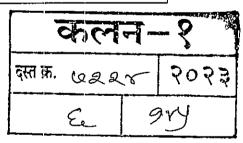
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Bank Name	МАНВ	Payment Date	27/06/2023
Bank CIN	10004152023062706784	REF No.	007844984
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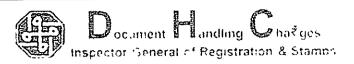
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Receipt of Document Handling Charges

PRN 2706202306217

Receipt Date 27/06/2023

Received from MS SWAMINARAYAN LIFE SPACE LLP LTD, Mobile number 9870624499, an amount of Rs 2000/-, towards Document Handling Charges for the Document to be registered on Document No. 7224 dated 27/06/2023 at the Sub

Registrar office S.R. Kalyan 1 of the District Thane

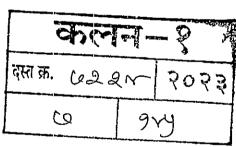
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Payment Details

Bank Name	MAHB	Payment Date	27/06/2023
Bank CIN	10004152023062705796	REF No.	006988767
Deface No	2706202306217D	Deface Date	27/06/2023

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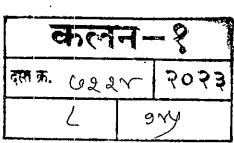
Carpet area

. Market Value

: 38.12 Sq.meters : Rs. 34,79,000/.7-

Agreement Value

: Rs. 41,99,748/-





AGREEMENT FOR SALE

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made at ...Kuly.un... on this 27. day of ... June., 2023

BETWEEN

Obult of

M/s. SWAMINARAYAN LIFE SPACE LLP, Limited Liability Partnership Firm, having (Pan No. ACXFS8846B) duly incorporated and registered under the provisions of The limited liability Partnership Act, 2008 having its office at 2/5, Ratna Niwas, Bhaji Market, Nehru Road, Above Kunjvihar Hotel, Dombivli (E)- 421201 Through its Partner Mr. HEMANT MULCHAND PATEL, age 42 years hereinafter referred to as "THE PROMOTER" (which expression shall unless repugnant to the context or meaning thereof be deemed to include the partner or partners for the time being of the

Partner, the survivor or survivors of them and the heirs, executors, and continuous of the last surviving partner) of the FIRST PART;

e 2073

AND

1 Mr. VIPUL VINAYAK KULKARNI, age - 35 years, assessed to income tax

AISHWARYA VIPUL KULKARNI, age - 32 years, assessed to income taxunder

permanent account number (PAN) AXUPA0514A, both residing at B-5,

Rimaniasu Society, Anand Nagar, Dindyal Road, Near Indrayani Hospital,

Dombivli(W)-421202 hereinafter referred as the Flat "PURCHASER(s)/
ALLOTTEE" (which expression shall unless it be repugnant to the context omeaning thereof, be deemed to mean and include their respective heirs, executors, legal representatives, administrators and assigns) of the SECOND PART;

The Promoter and the Flat Purchaser are hereinafter collectively referred to as **Parties** and individually as **Party**.

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WHEREAS:

All those pieces and parcels of land having details as per 7/12

s.	Surv	ey No.	Hissa	Afea/Ca
No.	New	Old	No.	(sq.m.ts)
1.	61	363	21	2500%
2.	61	363	51	2900 -
3.	61	363	80	3200
4.	60	29	7	860
5.	61	363	58	1600
6.	60	29	8	180
		Total	Area	11240

lying, being and situate at Village Thakurli, Dombivli (W), Taluka Kalyan, District Thane within the local limits of Kalyan Dombivli Municipal Corporation and Registration District Thane, more particularly described in the Schedule hereunder written and delineated by the boundary line on the plan annexed and marked as Annexure "3" hereto (hereinafter referred to as "the said Plot A")

History of the said Plot A: -

Survey No. 61(363), Hissa No. 21 and 51 1.

- The aforesaid Land was originally owned by one Shri. Pandu Nathu A. Mahar. The said Pandu Nathu Mahar. After the death of the said original owner by Mutation Entry No.- 3625 dated 11/09/1977 that Smt. Bamubai Dagdu Jadhav and Smt. Laxmibai Gopal Pawar being legal heirs, their names have been recorded in record of rights in place of Pandu Nathu Mahar.
- The Smt. Laxmibai Gopal Pawar died on 25/05/1983 leaving behind no В. any legal heirs. The Smt. Bamubai Dagdya Jadhav died on 10/03/1986 leaving behind her married daughter Smt. Nirabai Halya Bhalerao. The said Smt. Nirabai Halya Bhalerao died on 11/09/1991 leaving behind the

Purchaser/s

15 50 Ve

legal heirs namely 1. Shri. Nandkumar Halya Bhalerao, 2. Shri. Ganesh Halya Bhalerao, 3. Smt. Vijayabai alies Laxmibai Manik Gaikwad, 4. Smt. Jijabai Tukaram Gaikwad and 5. Smt. Sushila Sudhakar Jadhav. These names were mutated in Revenue records on **07/01/2011** by Mutation Entry No. **4682**.

C. By and under sale Deed dated 25/05/2017 registered in the office of Sub-Registrar Kalyan-1 under Serial No. 5678/2017 the said owners sold, transferred and conveyed the S.No. 61(363), Hissa No. 21 and 51 unto M/s. Swaminarayan Life Space LLP, a Registered Partnership firm as purchaser, herein Promoter.

D. In view of the aforesaid Deeds, the name of M/s. Swaminarayan Life Space LLP, have been mutated as owners in respect of the said land o- Extract and all record of rights by virtue of Mutation Entry No. 4868 dated 96/07/2017.

2. Survey No. 66(29), Hissa No. 7 and Survey No. 61(363)/80

The aforesaid property was originally owned and possessed by one Ambo Kathodi Mahar (Gaikwad). After the death of said original owner, his legal theirs were brought on record i.e. 1. Sitaram Ambo Mahar, 2. Krishna Ambo Mahar and 3. Maruti Ambo Mahar. However after the death of these legal heirs in succession the names of their legal heirs was brought time to time on revenue records in respect of the land by different Mutation entries.

B. As regards of Survey No. 61/80, By and under Sale Deed dated 13/04/2018 registered in the office of Sub-Registrar Kalyan-2 under Serial No. 4450/2018 the said owners i.e. Shri. Ankush Krishna Gaikwad and others sold, transferred and conveyed the land under reference unto M/s. Swaminarayan Life Space LLP, a Registered Partnership firm as purchaser, herein Promoter.

Owner

- C. In view of the said Sale Deed, the name of M/s. Swaminarayan Life Space LLP, had been mutated as owners in respect of the said land on 7/12 Extract and all record of rights by virtue of Mutation Entry No. 4934 dated 17/05/2018.
- D. As regards of Survey No. 60/7, the said owners executed, agreed and granted development rights by and under Agreements for sale dated 18/10/2016, 10/04/2017 and 28/03/2018 duly registered in the office of Sub-Registrar of assurance at Kalyan bearing Serial No 8438/2016, 3808/2017 and 3651/2018.
- E. It appears from the order passed by Collector, Thane bearing Order No-Revenue/T-2/Lnd-2/KV-48/21 dated 24/03/2021, the conditions of Navin Shart has been relaxed and the tenure of land of Survey No 69. Hissa No-7 under reference has been converted from Occupant Class-II to Occupant Class-I. (Bhogwatadar No-1).
- F. By and under Sale Deed Dated 12.07.2021 registered in the office of sub registrar of assurance Kalyan-1, bearing Serial No. 7492/2021 the owners sold, transferred and conveyed the aforesaid survey no unito M. Swaminarayan Life Space LLP., the Promoters herein.

3. Survey No. 61(363), Hissa No. 58

A. The aforesaid property was originally owned by one Dundka kaiva Makar After his death the name of his only legal heir Tukaram Dundha Mahar (Gaikwad) was subsequently shown as owner in record of rights by Mutation Entry No. 731 dated 26/03/1939. After the death of said Tukaram Dudha Mahar (Gaikwad), the name of Namdev Tukaram Gaikwad being the legal heir, his name was recorded in record of rights by Mutation Entry No. 2373 and 2374 dated 15/12/1996.

- B. After the death of Namdev Tukaram Gaikwad, the names of his legal heirs Shri. Dilip Namdev Gaikwad and 6 others were recorded in record of right by Mutation entry No. 4837 dated 01/03/2015.
- C. By and under Sale Deed Dated 13.04.2018 registered in the office of sub registrar of assurance Kalyan-2, bearing Serial No. 4449/2018 the owners sold, transferred and conveyed the aforesaid survey no. unto M/s. Swaminarayan Life Space LLP., the Promoters herein.
- D. In view of the aforesaid Deeds, the name of M/s. Swaminarayan Life Space LLP, have been mutated as owners in respect of the said land on

dated 24/03/2021. dated 24/03/2021. Survey No. 66(29), Hissa No. 8

That Damu Janu Gaikwad was the original owner of the aforesaid land. The said Original owner Damu Janu Gaikwad died somewhere in the year 1970 and vide Mutation Entry No. 2897 dated 21/10/1972, the names of this legal heirs were brought on revenue records from time to time in respect of the land vide different Mutation entries.

in the office of Sub-Registrar of assurance at Kalyan-1, bearing Serial No. 11341/2016, the surviving legal heirs shown on 7/12 extract have executed, agreed and granted development rights in favour of M/s—Swaminarayan Life Space LLP., the Promoters herein.

C. It appears from the order passed by Collector, Thane bearing Order No-Revenue/T-2/Lnd-2/KV-47/21, dated 24/03/2021, the conditions of Navin Shart has been relaxed and the tenure of land of Survey No-60 Hissa No-8 under reference has been converted from Occupant Class-II to Occupant Class-I. (Bhogwatadar No-1).

Owner

- D. By and under Sale Deed Dated 12.07.2021 registered in the office of sub registrar of assurance Kalyan-1, bearing Serial No. 7491/2021 the owners sold, transferred and conveyed the aforesaid survey no. unto M/s. Swaminarayan Life Space LLP., the Promoters herein.
- E. In view of the aforesaid Deeds, the name of M/s. Swaminarayan Life Space LLP, have been mutated as owners in respect of the said land on 7/12 Extract and all record of rights by virtue of Mutation Entry No. 5071 dated 28/10/2021.

All those pieces and parcels of land having details as per 7/12 extracts as under:-

:-						Call 4 d	≯ ⁄
S.	Sur	vey No.	Hissa	Area	गर र	(0.000	70 -
No.	New	Old	No.	(sq.m	द् यत क्र. s)	ひままか	२०२:
1.	61	363	17	1500	9	~ .9	27
2.	61	363	18.	1900		بن المسالة الم	
3.	61	363	19	4800	· //	33.	
4.	61	363	20	1400		Contraction of the contraction o	
5.	61	363	, 21 (pt)	721.4	7	25,	GIST
6.	61	363	52	5800		ि क्यांचे जाते । संस्थाप जाते	4 3 3 1 3 1 3 1 3 1 3 1 3 1 3 1 3 1 3 1
7.	61	363	53	600		के विकास	
8.	61	363	54	900		CLIAN	
9.	61	363	55	1100)]	
10.	61	363	56	800			
11.	61	363	57	1200)		
		Total	Area	20721	.47		

lying, being and situate at Village Thakurli, Dombivli (W), Taluka Kalyan, District Thane within the local limits of Kalyan Dombivli Municipal Corporation and Registration District Thane, more particularly described in the **Schedule** hereunder written and delineated by the boundary line on the plan annexed and marked as **Annexure "3"** hereto (hereinafter referred to as "the said Plot B");

History of the Plot B:-

1. Survey No. 61(363), Hissa No. 17,57

A. The aforesaid land of this survey no. was Originally owned by Damu Janu Gaikwad who died somewhere in the year 1970 and vide Mutation Entry No. 2897 dated 21/10/1972 and the names of his legal heirs was brought time to time on revenue records in respect of the land by different

Mutatian entries.

That Branch and Agreements for sale dated 28/10/2016 duly registered in the office of Sub-Registrar of assurance at Kalyan-1, bearing Serial No. 1341/2016 the surviving legal heirs shown on 7/12 extract have

executed, agreed and granted development rights and agreed to sell the aforesaid property un to M/s. Swaminarayan Life Space LLP, tl-Promotel herein.

tiant to the aforesaid Agreement for sale dated 28/10/2016, the Shri. Nandkumar Bhramdev Gaikwad and others have also executed Power of Attorney dated 28/10/2016 in favour of partners of M/s. Swaminarayan Life Space LLP to do all acts deed and things set out therein. The said Power of attorney dated 28/10/2016 is registered in the office of Sub-Registrar Kalyan-1 at bearing Sr. No- 11342/2016.

- It appears from the order passed by Collector, the conditions of Navin D. Shart has been relaxed and the tenure of land of Survey No- 61/17 and 61/57 under reference has been converted from Occupant Class-II to Occupant Class- I. (Bhogwatdar No-1). The said order is reflected in M.E No- 4991 dated 23/09/2019.
- That by and under Sale Deed dated 17/10/2019 duly registered in the E. office of Sub-Registrar of assurance at Kalyan-4, bearing Serial No. 13390/2019, Nandkumar Bhrhmdev Gaikwad and others have sold,

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transferred and conveyed the aforesaid property to M/s. Swaminarayan Life Space LLP, the Promoter herein.

F. In view of the aforesaid Deeds, the name of M/s. Swaminarayan Life Space LLP, have been mutated as owners in respect of the said land on 7/12 Extract and all record of rights by virtue of Mutation Entry No. 5007 dated 28/01/2020.

2. Survey No. 61(363), Hissa No. 18,20 and 53

A. The said property was originally owned by one Dundha Kalya Mahar.

After his death the name of his only legal heir Tukaram Dandha Mahar

(Gaikwad) was subsequently shown as owner in regard of rights by

Mutation Entry No. 731 dated 26/03/1939. After the death of said

Tukaram Dudha Mahar (Gaikwad), the name of Namdey Tukaram

Gaikwad being the legal heir, his name was recorded in record of rights h

Mutation Entry No. 2373 and 2374 dated 15/12/1996.

- B. After the death of Namdev Tukaram Gaikwad, the names of his legal heirs Shri. Dilip Namdev Gaikwad and 6 others were recorded in record of right by Mutation entry No. 4837 dated 01/03/2015.
- C. That by and under Agreements for sale dated 18/10/2016 duly registered in the office of Sub-Registrar of assurance at Kalyan-4, bearing Serial No. 8454/2016. & Agreements for sale dated 20/10/2016 duly registered in the office of Sub-Registrar of assurance at Kalyan-4, bearing Serial No. 8542/2016, the surviving legal heirs shown on 7/12 extract have executed, agreed and granted rights unto M/s. Swaminarayan Life Space LLP, i.e. the promoters herein.
- D. That, in pursuance to the aforesaid Agreements, the owners also executed
 Power of Attorney in favour of partners of M/s. Swaminarayan Life Space
 LLP to do all acts deed and things set out there in bearing Sr.
 No.8455/2016 & 8543/2016.

Purchaser/s

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- E. It appears from the order passed by Collector, the conditions of Navin Shart has been relaxed and the tenure of land of Survey Nc- 61 Hissa No- 18, 61/20 and 61/53 under reference has been converted from Occupant Class-II to Occupant Class- I. (Bhogwatadar No-1). The said order is reflected in M.E No- 4989 dated 23/09/2019.
- F. That by and under Sale Deed dated 17/10/2019 duly registered in the office of Sub-Registrar of assurance at Kalyan-4, bearing Serial No. 13391/2019, Dilip Namdev Gaikwad and others have sold, transferred and conveyed the aforesaid property to M/s. Swaminarayan Life Space LLP, the Promoter herein.
- G. In view of the aforesaid Deeds, the name of M/s. Swaminarayan Life Space LLP, have been mutated as owners in respect of the said land on T/12 Extract and all record of rights by virtue of Mutation Entry No. 500

dated 28/01/2020.

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The said poperty under reference was originally owned by one Charya. Barkya Mahar. After the death of said Original owner Charya Barkya Mahar, the names of his legal heir Shri. Rama Nana Mahar and Shri. Kachrya Kalya Mahar has been recorded in record of rights as owners, vide ME Entry No- 1425.

his legal heirs namely Prabhavati, Bhardwaj, Priya, Rajshree, Gautam, Dinkar and Sangita were brought on record vide Mutation Entry No- 4436 dated 13/12/1993.

C. The said Kachru alias Kachrya Kalya Mahar died intestate on 02/03/1991 leaving behind Waman Kalya Gaikwad, Krushna Kachru alias Kachrya Gaikwad, Ashabai Rama Jadhav and Ushabai Gautam Jadhav as his legal heirs.

- D. That the one of legal heir of Kachru alias Kachrya Kalya Mahar i.e. his son Krushna Kachru alias Kachrya Gaikwad died on 11/11/1996 leaving behind his legal heirs namely Muktabai, Priyanka. Pooja, Sagar, and Ujawala and their names were recorded on 7/12 extract vide Mutation Entry No- 4496 dated 29/04/1999.
- E. That the one of the legal heir of Kachru alias Kachrya Kalya Mahar i.e. his brother Waman Kalya Gaikwad died on 22/05/2000 hence the following legal heirs were recorded by Mutation Entry No- 4511 dated 09/08/2000.

Sr. No	Legal heirs names	Relation	
1.	Baby Waman Gaikwad	Wife Cate	***************************************
2.	Bhagwan Waman Gaikwad	発売. し. 2.2 Y	2023
3.	Vishnu Waman Gaikwad	Suit	avi
4.	Parvati Rajesh Jadhav	Daughter	17.
5.	Bharat Waman Gaikwad	Son	
б.	Sharad Waman Gaikwad	Son O Garage	
7.	Manda Pradeep Salvi	Daygyter	5
	Jaidev Waman Gaikwad	Son William (ES)	

- F. It further appears that the Mutation Entry No- 451 was challenged before Sub-Divisional Officer, vide RTS Appeal no. 37/2002 1/2002. The Hon'ble Sub- divisional Officer, was pleased to cancel the said. Mutation entry-4511. The order passed by the SDO, was recorded in the record of rights vide ME. No- 4538 dated 12/12/2002.
- G. It appears that appeals bearing no. 117/2002 & 118/2002 were filed before the Dy. Collector, Thane (Appeal) against the aforesaid order passed by Sub-Divisional Officer. It appears that the order passed by the SDO was set-aside, and held that M.E No- 4511 showing the names of legal heirs of Waman Kalya Gaikwad was confirmed and the aforesaid mutation entry no. 4538 was set aside.

H. It appears that the aforesaid order was challenged before the Dy. Commissioner, Konkan Division vide RTS/REV 22/2003. It appears that the said revision was dismissed vide order dated 12/12/2004 and Mutation Entry No-4511 was confirmed by M.E No- 4550 dated

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That by and under Release Deed dated 07/08/2010 registered in the office of Sub Registrar of assurance, Kalyan- 3 at Serial No- 5230/2010,

the legal heirs of Rama Nana Mahar i.e. 1. Prabahvati Rama Mahar 2. Dinkar Rama Mahar 3. Bhardwaj Rama Mahar 4. Priya Rama Mahar 5. Gautam Rama Mahar 6. Sangita Rama Mahar and 7. Rajshree Chitaman Pawar have released their respective rights in favour of 1. Shri. Vishnu Gaikwad 2. Shri. Bhagwan Waman Gaikwad 3. Shri. Bharat Gaikwad 4. Shri. Sharad Waman Gaikwad and 5. Shri. Jaia aman Gaikwad. It further appears that the effect of the said Release Deed dated 07/08/2010 was given effect on 7/12 extract vide Mutation Entry No- 4739.

- J. It further appears that by and under Release Deed dated 04/02/2013 registered in the office of Sub-Registrar of assurance, Kalyan- 5 at Serial No- 1880/2013 1. Smt. Muktabai Krushna Gaikwad 2. Pooja Krushna Gaikwad 3. Sagar Krushna Gaikwad 4. Ujawala Krushna Gaikwad 5. Ashabai Rama Jadhav and 6. Ushabai alies Sushila Gautam Jadhav have released their respective rights in favour of 1. Shri. Vishnu Waman Gaikwad 2. Shri. Bhagwan Waman Gaikwad 3. Shri. Bharat Waman Gaikwad 4. Shri. Sharad Waman Gaikwad and 5. Shri. Jaidev Waman Gaikwad. The effect of the said Release Deed dated 04/02/2013 was given and the names of Muktabai and 5 others were deleted from 7/12 extract vide Mutation Entry No- 4771.
- K. As per the above mentioned proceedings, Documents and 7/12 extract, 1.
 Shri. Vishnu Waman Gaikwad 2. Shri. Bhagwan Waman Gaikwad 3. Shri.
 Bharat Waman Gaikwad 4. Shri. Sharad Waman Gaikwad and 5. Shri.

Jaidev Waman Gaikwad 6. Parwati Rajesh Jadhav 7. Manda Pradeep Salvi 8. Baby Waman Gaikwad and 9. Priyanka Krushna Gaikwad are the owners in respect of the said property under reference.

L. That by and under Development Agreement dated 17/10/2017 registered in the office of Sub-Registrar of Assurance, Kalyan-2 on even day at Serial No-11224/2017 1. Bhagwan Waman Gaikwad, 2. Bharat Waman Giakwad, 3. Sharad Waman Gaikwad, 4. Jaidev Waman Gaikwad and their respective heirs have granted development rights to extend of their share in respect of the said Property unto M/s. Swaminarayan Life Space LLP through its Partner on terms and conditions

LLP through its Partner on terms and condit mentioned therein.

M. In pursuant to the aforesaid Development Agreement dated 17/10/2017, the Bhagwan Waman Gaikwad and others have also executed Power of Attorney dated 17/10/2017 in favour of partners of M/s. Swaminarayan Life Space LLP to do all acts deed and things set out therein. The said Power of attorney dated 17/10/2017 is registered in the office of Suan Registrar Kalyan- 2 at bearing Sr. No-11225/2017.

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- N. It appears that the Tahashildar Vide his Letter dated 3.1 07/2018 was pleased to access the said Property for N.A. use as per the providence of MLR code and accordingly the said conversion tax is paid.
- O. It further appears that by and under Release Deed dated 08/11/2019 registered in the office of Sub-Registrar of assurance, Kalyan- 4 at Serial No- 14182/2019, dated 09/07/2020 Smt. Parwatibai Rajesh Jadhav have released her respective rights in favour of 1. Shri. Bhagwan Waman Gaikwad 2. Shri. Bharat Waman Gaikwad 3. Shri. Sharad Waman Gaikwad and 4. Shri. Jaidev Waman Gaikwad.
- P.: That by and under Development Agreement dated 14/01/2022 registered in the office of Sub-Registrar of Assurance, Kalyan-5 on even day at Serial No-509/2022 Smt. Priyanka Santosh Bhoir (before marriage Miss.

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Priyanka Krishna Gaikwad) have granted development rights to extend of their share in respect of the said Property unto M/s. Swaminarayan Life Space LLP through its Partner on terms and conditions more particularly mentioned therein.

- Q. In pursuant to the aforesaid Development Agreement dated 14/01/2022, the Smt. Priyanka Santosh Bhoir (before marriage Miss. Priyanka Krishna Gaikwad) have also executed Power of Attorney dated 14/01/2022 in favour of partners of M/s. Swaminarayan Life Space LLP to do all acts deed and things set out therein. The said Power of attorney dated 14/01/2022 is registered in the office of Sub-Registrar Kalyan- 5 at bearing Sr. No-510/2022.
- R. It further appears that by virtue of the above mentioned registered Development Agreements as well as Power of Attorney, The Promoter have acquired valid and legal rights in respect of the Property and are further entitled to earry out Development and construction on said property as per permissions and approvals from competent authorities.

रस क. 6 2 2 Survey No. 61(363), Hissa No. 52

The aforesaid property was originally owned and possessed by one Ambo Kathodi Mahar (Gaikwad). After the death of said original owner, his legal heirs were brought on record i.e. 1. Sitaram Ambo Mahar, 2. Krishna Ambo Mahar and 3. Maruti Ambo Mahar. However after the death of these legal heirs in succession the names of their legal heirs was brought time to time on revenue records in respect of the land by different Mutation typentries.

B. As regards of Survey No. 61/52, By and under Sale Deed dated 13/04/2018 registered in the office of Sub-Registrar Kalyan-2 under Serial No. 4450/2018 the said owners i.e. Shri. Ankush Krishna Gaikwad and others sold, transferred and conveyed the land under reference unto M/s. Swaminarayan Life Space LLP, i.e. herein Promoter.

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In view of the said Sale Deed, the name of M/s. Swaminarayan Life Space LLP, have been mutated as owners in respect of the said land on 7/12 Extract and all record of rights by virtue of Mutation Entry No. **4934** dated 17/05/2018.

5. Survey No. 61(363), Hissa No. 54 and 56

A. The said property was originally owned and possessed by one Sukrya Halya Gaikwad. The Said Sukrya Halya Gaikwad died on 20/03/1985. After the death of said original owner, his legal heirs were brought on record i.e. Narayan Sukrya Gaikwad (son) and Gangabai Krushna Gaikwad (Married daughter) were brought on record by Mutation Entry No- 4355 dated 22/05/1987. Thereafter Narayan Sukrya Gaikwad died intestate on 28/08/1997 leaving behind him the following as his only legal heirs:

Sr. No	Names of Legal Heirs of Nara	概形面。(ا چ چ <i>و</i>	· ~	र्ठ्व
1.	Suman Narayan Gikawad	ام	<u> </u>	<u> </u>	
2.	Chandrabhaga Narayan Gai	wad	-	5	186
3.	Madán Narayán Gaikwad				>
4.	Sangita Narayan Gaikwad	(8)			

That vide mutation entry no. 4494, the names of air Narayan Gaikwad were recorded in the record of right

B. That Chandrabhaga Narayan Gaikwad died intestate leaving behind him the following as her only legal heirs.

Sr. No Names	
1.	Ranjana Ashok Bhoir
2	Anjana Shirish Gaikwad
3.	Sanjivani Narayan Gaikwad
4.	Sharada Narayan Gaikwad

That vide Mutation Entry No- 4536, the names of aforesaid Legal heirs were brought on record.

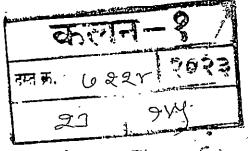
Owner

C. The said Shiva Halya Gaikwad died intestate leaving behind him the following as his only legal heirs -

Sr. No.	NAMES	
1. Ramdas Shiva Gaikwad		
2. Bhagubai Sitaram Gaikwad		
3.	Draupadibai Shivram Randive	
4. Mangubai Nana Gaikwad		
5. Sunanda Alias Lilabai Vasant Sonaw		

That vide Mutation Entry No- 4536, the names of aforesaid legal heirs were brought on record in place of Shiva Halya Gaikwad.

D. That Ramdas Shiva Gaikwad died intestate on 22/12/2006, leaving behind him the following as his only Legal heirs: -



Sr. No	Names
1.	Ratan Ramdas Gaikwad
2.	Bharat Ramdas Gaikwad
3.	Santosh Ramdas Gaikwad
4.	Prashant Ramdas Gaikwad
5.	Pramila Suresh Kamble

That vide Mutation Entry No- 4589 the names of aforesaid legal heirs were brought on record in place of Ramdas Shiva Gaikwad.

Mangubai Nana Gaikwad intestate on 11/09/1994, leaving behind he following as her only legal heirs:

Sr. No	Names
1.	Sharubai Vasant Gaikwad
2.	Ranjanabai Bhagwan Kamble
3.	Pushpa lahu Kamble
4.	Sharada Sham Gaikwad
5.	Kusum Vilas Gaikwad
6.	Kamini Bharat Gore

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7.	Chandu Nana Gaikwad
8.	Hari Nana Gaikwad

That vide Mutation Entry No- 4601 and 5601the names of aforesaid legal heirs were recorded in record of rights in place of Mangubai Nana Gaikwad.

F. That the said Sunanda alias Lilabai Vasant Sonavale died on 02/07/2014. The details of legal heirs of Sunanda alias Lilabai Vasant Sonavale are as under-

е	as under-		C\$ 31	3
	Sr. No	Names	सम्ब	220 7073
	1.	Seema Sunil Sawant		0.011
	2.	Surekha Naresh Kam	le 2,7	3779
	3.	Sarika Kailas Salunki	ne .	
F	4.	Usha Vasant Sonavle		2
r	5.	Pooja Vasant Sonaval	e · Jan	

By virtue of the aforesaid Mutation entries, the name Halya Kalya Gaikwad were mutated in the record of right

- G. That by and under Agreement for Sale dated 02/02/2017 registered in the office of Sub-Registrar of Assurance Kalyan-1 at Sr. No-1265/2017 registered on even date the land owners Smt. Suman Narayan Gaikwad and others (branch of the Sukrya Gaikwad) have agreed to sale and transfer their undivided share in respect of said property under reference unto M/s. Swaminarayan Life Space LLP through its Partners on terms conditions and consideration mentioned therein.
- H. In pursuant to the aforesaid Agreement for sale dated 02/02/2017, the owners Smt. Suman Narayan Gaikwad and others have also executed
 Power of Attorney dated 02/02/2017 in favour of partners of M/s. Swaminarayan Life Space LLP to do all acts deed and things set out

Purchaser/s

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therein. The said Power of attorney is registered in the office of Sub-Registrar Kalyan-1 at bearing Sr. No- 1266/2017.

I. By and under Agreement for sale dated 20/04/2017 registered in the office of Sub-Registrar of Assurance Kalyan-1 at Sr. No-4314/2017 registered on even date the land owners Shri. Ratan Ramdas Gaikwad and others (Branch of Shiva Gaikwad) have agreed to sale and transfer their undivided share in respect of said property under reference unto

M/s. Swammarayan Life Space LLP through its Partners on terms conditions and consideration mentioned therein.

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to the aforesaid Agreement for sale dated 20/04/2017, the Ratan Ramdas Gaikwad and others have also executed

Power of Attorney dated 20/04/2017 in favour of partners of M/s-Swamin arayan Life Space LLP to do all acts deed and things set out therein. The said Power of attorney is registered in the office of Sub-Registrar Ralyan-1 at bearing Sr. No- 4315/2017.

Ry and Inder Agreement for sale dated 14/07/2017 registered in the office of Sub-Registrar of Assurance Kalyan-5 at Sr. No-8755/2017 registered on even date, Smt. Ashwini alias Ranjana Ashok Bhoir and others (one of the branch of Narayan Sukrya Gaikwad) have agreed to sale and transfer their undivided share in respect of said property under reference unto M/s. Swaminarayan Life Space LLP through its Partners on terms conditions and consideration mentioned therein.

L. In pursuant to the aforesaid Agreement for sale dated 14/07/2017, the owners Smt. Ashwini alias Ranjana Ashok Bhoir and others and others have also executed Power of Attorney dated 14/07/2017 in favour of partners of M/s. Swaminarayan Life Space LLP to do all acts deed and things set out therein. The said Power of attorney is registered in the office of Sub-Registrar Kalyan-5 at bearing Sr. No- 8756/2017.

Owner

- M. By and under Agreement for sale dated 09/10/2017 registered in the office of Sub-Registrar of Assurance Kalyan-2 at Sr. No-10800/2017 registered on even date, Smt. Gangabai Krishna Gaikwad have agreed to sale and transfer her undivided share in respect of said property under reference unto M/s. Swaminarayan Life Space LLP through its Partners on terms conditions and consideration mentioned therein.
- N. In pursuant to the aforesaid Agreement for sale dated 09/10/2017, the owners Smt. Gangabai Krishna Gaikwad has also executed Power of Attorney dated 09/10/2017 in favour of partners of M/s. Swaminarayan Life Space LLP to do all acts deed and things set out therein. The said Power of attorney is registered in the office of Sub-Residual Power of attorney is registered in the office of Sub-Residual Power of attorney is registered in the office of Sub-Residual Power of attorney is registered in the office of Sub-Residual Power of attorney is registered in the office of Sub-Residual Power of attorney is registered in the office of Sub-Residual Power of Attorney is registered in the Ottorney is registered in
- O. By and under Agreement for sale dated 30/10/2017 registered in the office of Sub-Registrar of Assurance Kalyan-2 at Sr No-11-509/2017 registered on even date the land owners Smt. Seema Supply and others (legal heirs of Sunanda @Leelabai Vasant So avalet fone of the branch of Shiva Gaikwad) have agreed to sale and transfer their undivided share in respect of said property under reference that of Swaminarayan Life Space LLP through its Partners in erms conditions and consideration mentioned therein.
- P. In pursuant to the aforesaid Agreement for sale dated 30/10/2017, the owners Smt. Seema Sunil Sawant have also executed Power of Attorney dated 30/10/2017 in favour of partners of M/s. Swaminarayan Life Space LLP to do all acts deed and things set out therein. The said Power of attorney is registered in the office of Sub-Registrar Kalyan-2 at bearing Sr. No- 11510/2017.
- Q. By and under Agreement for sale dated 19/12/2018 registered in the office of Sub-Registrar of Assurance Kalyan-2 at Sr. No-15014/2018
 registered on even date the land owners Smt. Sherubai Vasant Gaikwad

and others (legal heirs of Mangubai Nana Gaikwad) (one of the branch of Shiva Gaikwad) have agreed to sale and transfer their undivided share in respect of said property under reference unto M/s. Swaminarayan Life Space LLP through its Partners on terms conditions and consideration mentioned therein.

- R. In pursuant to the aforesaid Agreement for sale dated 19/12/2018, the owners Smt. Sherubai Vasant Gaikwad and others have also executed Power of Attorney dated 19/12/2018 in favour of partners of M/s. Swaminarayan Life Space LLP to do all acts deed and things set out therein. The said Power of attorney is registered in the office of Sub-Registrar Kalyan-2 at bearing Sr. No- 15015/2018.
- S. It appears that, by and under Agreement for Sale dated 12/04/2019 registered in the office of Sub-registrar of Assurances, Kalyan -2 at serial no. 5438, Shri Ramesh Sitaram Gaikwad and others have agreed to sell their share in respect of the aforesaid property unto M/s. Swaminarayan

Consideration inentioned therein.

T. in pursuance to

rsuance to the aforesaid Agreement for Sale, Shri Ramesh Sitaram and others have executed a Power of attorney dated

94/2019, registered in the office of Sub-registrar of Assurances, at serial no. 5439 in favour of partners of M/s. Swaminarayan Space LP to do all acts deed and things set out therein.

Tegistered in the office of Sub-registrar of Assurances, Kalyan -2 at serial Lyan -5704, Smt. Lata Balaram Gaikwad has confirmed the aforesaid Agreement for Sale dated 12/04/2019.

V. It appears from the order passed by Collector, the conditions of Navin Shart has been relaxed and the tenure of land of Survey No- 61 Hissa No-

Owner

54 and 56 under reference has been converted from Occupant Class-II to Occupant Class-I. (Bhogwatadar No-1). The said order is reflected in M.E No- 4990.

G. That by and under Sale Deed dated 17/10/2019 duly registered in the office of Sub-Registrar of assurance at Kalyan-4, bearing Serial No. 13389/2019, Suman Narayan Gaikwad and others have sold, transferred and conveyed the aforesaid property to M/s. Swaming Space LLP, the Promoter herein.

H. In view of the said Sale Deed, the name of M/s. Swaminarayan Life Space.

LLP, have been mutated as owners in respect of the said land on 7/12

Extract and all record of rights by virtue of Mutation Entry No. 5072

dated 02/11/2021.

6. Survey No. 61(363), Hissa No. 51(pt) and 55

- A. The Land was originally owned by one Shri. Pandu Wathu Mahar. The said Pandu Nathu Mahar. After the death of the said original eather by Mutation Entry No.- 3625 dated 11/09/1977 that Smt. Bamubai Dagdu Jadhav and Smt. Laxmibai Gopal Pawar being legal heirs, their names have been recorded in record of rights in place of Pandu Nathu Mahar.
- B. The Smt. Laxmibai Gopal Pawar died on 25/05/1983 leaving behind no any legal heirs. The Smt. Bamubai Dagdya Jadhav died on 10/03/1986 leaving behind her married daughter Smt. Nirabai Halya Bhalerao. The said Smt. Nirabai Halya Bhalerao died on 11/09/1991 leaving behind the legal heirs namely 1. Shri. Nandkumar Halya Bhalerao, 2. Shri. Ganesh Halya Bhalerao, 3. Smt. Vijayabai alies Laxmibai Manik Gaikwad, 4. Smt. Jijabai Tukaram Gaikwad and 5. Smt. Sushila Sudhakar Jadhav. These names were mutated in Revenue records on 07/01/2011 by Mutation Entry No. 4682.

Owner

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- G. By and under sale Deed dated 25/05/2017 registered in the office of Sub-Registrar Kalyan-1 under Serial No. 5678/2017 the said owners sold, transferred and conveyed Survey No. 61(363), Hissa No. 51(pt) and 55 unto M/s. Swaminarayan Life Space LLP, a Registered Partnership firm as purchaser, herein Promoter.
- H. In view of the said above Deed, the name of M/s. Swaminarayan Life Space LLP, have been mutated as owners in respect of the said land on 7/12 Extract and all record of rights by virtue of Mutation Entry No. 4868 dated 96/07/2017.

collectively called and referred to as the "Entire property".

And Whereas the Promoters are in Possession of the entire property by virtue — above the said Deeds. The Promoter is entitled to develop the entire property in

of above deeds in phase wise manner and / or as they deem fit and proper.

The Promoter is in the process of developing a project known as "SWAMINARAYAN CITY PHASE I" under the buildings name "ATHENA", "ALMADA" AND "AVEIRO" & "SWAMINARAYAN CITY PHASE 1A" under the buildings name "ESTONIA", "AMADORA", "SWAMINARAYAN CITY PHASE 1B" under the buildings name "GEORGIA" & "SWAMINARAYAN CITY PHASE 1C" under the buildings name "ADONIA" & "FIONA" (the "building" or any other such names as may be decided by the Promoter) comprising of residential cum commercial buildings on the said property.

b. The recitals with regards to acquisition of the said property are more particularly described in Title Certificates issued by Adv. Vaishali Kapure annexed as <u>Annexure "4"</u>, and the same shall be deemed to form part of the recitals of this Agreement.

Owner

- been obtained vide order bearing No. SR. 28/2018 paid by receipt no. 938 dated 29/01/2018, SR. 78/2018 paid by receipt no. 938 dated 29/01/2018 and SR. 38/2018 paid by receipt no. 58 dated 29/01/2018 and SR. 38/2018 paid by receipt no. 58 dated 25/04/2018, SR/287/2019, SR. 298/2018 paid by receipt no. 448 dated 03/08/2018, SR. 130/2019 paid by receipt no. 157 dated 16/05/2019 and SR. 258/2019 paid by receipt no. 137 dated 05/11/2019 A copy of N.A. Order annexed hereto as Annexure "5".
- d. The Promoter through its Architect Mr. VIJAY ARVIND PATHAK has submitted building plans to Kalyan Dombivli Municipal Corporation (hereinafter referred to as "the said Corporation") for its approval in respect of the said Plot no. A. The corporation has duly sanctioned the plan as per section 44 and 45 and 253 of M.R.T.P. Act 1966 vide

& Conditions mentioned therein for carrying out construction. A. The said Corporation granted C.C.

construction on Plots 研究。6228 第073

- has submitted building plans to Kalyan Dombivli Municipal Corporation (hereinafter referred to as "the said Corporation") for its revision in respect of the said Plot no. A which has been duly sanctioned by the said Corporation vide KDMC/NR BP/DV/2018-19/0026/54 dated 26/06/2019 for carrying out construction of Wing A & B consisting of Stilt Part, Ground Part Topsupper Floors. The said Corporation granted Revised C.C.
- f. The Promoter through its Architect Mr. VIJAY ARVIND PATHAK has submitted building plans to Kalyan Dombivli Municipal Corporation (hereinafter referred to as "the said Corporation") for its approval in respect of the said Plot No. B. The corporation has duly sanctioned

the plan as per section 44 and 45 and 253 of M.R.T.P. Acts 1966 vide KDMC/NRV/BP/DOM/CC/0004/19 dated 10/01/2019 upon terms & Conditions mentioned therein for carrying out construction of Wing D & H consisting of Basement + Stilt + podium + 22 Upper Floors for Residential and Commercial use. The said Corporation granted C.C.

The Promoter being entitle to the entire property, i.e. Plot A & plot B. g. decided to get the plans revised by amalgamating the entire property, i.e. Plot A & plot B, therefore The Promoter through its Architect Mr. VIJAY ARVIND PATHAK has submitted revised building plans Kalyan to Dombivli Municipal Corporation (hereinafter referred to as "the said Corporation") for its approval in respect; of the said Plot No. A & B. The corporation has du sanctioned the plan as per section 44 and 45 and 253 of M.R.T.P. Acts: 1966 vide KDMC/TPD/BP/DOM/2018-19/0026/156 dated

18/33/2021 upon terms & Conditions mentioned therein.

ন্ত্ৰক. ও মুক্তি The Promiser being entitle to the entire property, i.e. Plot A & plot B, decided to get the plans revised by amalgamating the entire property, T.e. Plot A & plot B, therefore The Promoter through its

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hereinater referred to as "the said Corporation") for its approval in_ spect of the said Plot No. A & B. The corporation has duly ctioned the plan as per section 44 and 45 and 253 of M.R.T.P. 1966 vide KDMC/TPD/BP/DOM/2018-19/0026/294 dated 19/10/2022 upon terms & Conditions mentioned therein for carrying out construction of following buildings on the Project land known as "SWAMINARAYAN CITY PHASE!" under the buildings name "ATHENA", "ALMADA" AND "AVEIRO" & "SWAMINARAYAN CITY PHASE 1A" under the buildings name "ESTONIA", "AMADORA" &

Architect Mr. VIJAY ARVIND PATHAK has submitted revised

Kalyan Dombivli

plans

to

Purchaser/s

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"SWAMINARAYAN CITY PHASE 1B" under the buildings name "GEORGIA" & "SWAMINARAYAN CITY PHASE 1C" under the buildings name "ADONIA" & "FIONA" (the "building" or any other such names as may be decided by the Promoter) comprising of residential cum commercial buildings on the said property.

Plot A

Building A – Stilt (Part) + Ground (Part) + Podium Parking + upper 24 floor

(Residential +Commercial)

Building B- Stilt (Part) + Ground (Part) + Podium Parking

(Residential +Commercial)

Building C- Stilt (Part) + Ground (Part) + Podium Parking

(Residential +Commercial)

PLOT B

Building D- Stilt (Part) + Ground (Part) + 4 floor Podium Parking + upper 28 floor (Residential +Commercial)

Building E- Stilt (Part) + Ground (Part) + 5 floor Podium Parking + upper 35 floor (Residential +Commercial)

Building F- Stilt (Part) + Ground (Part) + 5 floor Podium Parking + upper 35 floor (Residential +Commercial)

Building G- Stilt (Part) + Ground (Part) + 3 floor Podium Parking + upper 33 floor (Residential)

Building H- Stilt (Part) + Ground (Part) + 3 floor Podium Parking + upper 24 floor (Residential)

Building G1- Stilt (Part) + Ground (Part) + 3 floor Podium Parking + upper 33 floor (Residential) (For MHADA area 5383.48 sq.mtrs.)

The said Corporation granted Building permission for the entire property. A copy of Building permission is annexed hereto as Annexure "6".

Purchaser/s

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i. The Promoter has intended to construct multi-storied residential cum commercial buildings comprising self-contained independent residential Plat.

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The Promoter by virtue of the said Agreement for Sale, confirmation Deed and said Power of Attorney as well as sanctioned plan by the

said Corporation, is entitled to develop the said Property and also has sole and exclusive rights to sell the Flat in the building/s to be constructed thereon and to enter into Agreement/s with the Flat Purchaser/s and receive the sale consideration in respect thereof.

The Promoter is constructing buildings namely "ATHENA", "ALMADA" AND "AVEIRO" on the Plot-A and "ESTONIA", "AMADORA", "GEORGIA", "ADONIA" & "FIONA" on the Plot-B on (the "building" or any other such names as may be decided by the Promoter)

Plot A-

Building A - Stilt (Part) + Ground (Part) + Podium Parking + upper 24 floor (Residential +Commercial) will be known as "ATHENA".

Building B- Stilt (Part) + Ground (Part) + Podium Parking + upper 24 floor (Residential +Commercial) will be known as "ALMADA"

Building C- Stilt (Part) + Ground (Part) + Podium Parking + upper 24 floor (Residential +Commercial) will be known as "AVEIRO"

PLOT B

wne)

Building D- Stilt (Part) + Ground (Part) + 4 floor Podium Parking + upper 28 floor (Residential +Commercial) will be known as **"ESTONIA"**.

Building E- Stilt (Part) + Ground (Part) + 5 floor Podium Parking + upper 35 floor (Residential +Commercial) will be known as "ADONIA".

Building F- Stilt (Part) + Ground (Part) + 5 floor Podium Parking + upper 35 floor (Residential +Commercial) will be known as "FIONA".

Building G- Stilt (Part) + Ground (Part) + 3 floor Podium Parking + upper 33 floor (Residential) will be known as "GEORGIA"

Building H- Stilt (Part) + Ground (Part) + 3 floor Podium Parking + upper 24 floor (Residential) will be known as "AMADORA".

Building G1- Stilt (Part) + Ground (Part) + 3 floor Formula (Part) + 3

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Toor Forman Parking + 333.48 sq.mtrs.) 7073

The Promoter has registered the said Building under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA") and the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, egistration of feal estate agents, rates of interest and disclosures on wabsite) Rules, 2617 (hereinafter referred to as "Maharashtra RERA Rules") with the Real Estate Regulatory Authority (hereinafter referred to as "RERA Authority") under project registration number:

P51700018305 for Swaminarayan City Phase !

P51700019326 for Swaminarayan City Phase 1A

P51700031749 for Swaminarayan City Phase 1B

P51700049570 for Swaminarayan City Phase 1C

(hereinafter referred to as the "said collectively called as Project"). Accordingly, the said Project shall be considered as a separate project within the meaning of the RERA and Maharashtra RERA Rules. A copy of the registration certificate is annexed and marked hereto as Annexure "7".

The Promoter has appointed Architect Mr. VIJAY ARVIND PATHAK having License No. CA/2001/27890 as their architects for the said Project and the same is as per the prescribed format prescribed by

the Council of Architect, whereas the Promoter has also appointed RCC specialist and Structural Engineer Mr. Subramanya Rao (SR Consultants) having Registration No. MCGM/STR/R/43 for preparation of the structural designs and drawings of the buildings (Wing "A", Wing "B", Wing "C" & Wing "H" by his Certificate) & Mr. Ramakrishna (City Engineering Services) Registration No. BMC/STR/R/60 for preparation of the structural designs and drawings of the buildings (Wing "D", Wing "E", Wing "F" & Wing "G" by his Certificate) by accepting the professional supervision of the Architects and the structural Engineers till the completion of the Building. The structural designs prepared by the said structural engineers are earthquake resistance which is duly

Channexed as Annexure "8".

The Purchaser has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in

detail by his/her/its Advocates and/or other consultants. The Purchaser has assected and consented to the development of the said Property, in the manner mentioned in the RERA Certificate. The Purchaser/s has/ have demanded from the Promoter and the Promoter has given full, fire and/complete inspection to the Purchaser/s of all the documents of the relating to the said Property, the said plans, designs and approved by the concerned authorities and such other documents as are specified under the RERA (herein referred to as the "said Act") and the Rules made there under. The Promoter has furnished to the Purchaser/s true copies of all such documents as mentioned hereinabove. The Purchaser hereafter shall not be entitled to make any requisition or call for any further documents of title of the said property, from the Promoter. The Purchaser has also examined all documents and information uploaded by the Promoter on the website of the Authority as

Owner

required by RERA and the RERA Rules and has understood the documents and information in all respect. The Purchaser/s has/have entered into the said Agreement knowing fully well and understanding the contents and the implications thereof and has/ have satisfied himself/

herself/ themselves as regards the title of the Promote Property. The Purchaser/s hereby accepts the title of the Promoter to same;

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The Purchaser/s has/ have applied to the Promoter for allotment to Purchaser/s and Promoter has agreed to allot to the Purchaser/s Ownership basis a Flat, ("Carpet Area" shall mean the net area of the including the area covered by the internal partition walls for the shall exclude the area covered by external walls, areas under open terrace area. Carpet area is calculated prior to application-of finishes (i.e. on bare shell basis). Carpet area is subject to tolerable of +/-3 percent on account of structural, design and construction variances. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied */ fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area the details of which are more particularly described in Annexure "1" hereto and shown by red colour outline on the plan annexed hereto as Annexure "11" ("hereinafter referred to as the "said stilt/podium/ a covered (i.e. together with/without the Flat"), mechanically operated car parking space;

The Promoter alone shall have the sole and exclusive right to sell, lease, convey, assign, transfer etc. the Flat and premises in the said building to be constructed by the Promoter and to enter into agreement/s with the purchaser/s and to receive the sale price in respect thereof. The Purchaser/s further agree/s that the Promoter shall in its own discretion appoint an agency to maintain, manage and control all the other

common areas and amenities and facilities in the said building and for such other purposes as may be agreed upon between the Promoter and the said agency;

p. The Promoter alone shall have the sole and exclusive right to sell, lease, convey, assign, transfer etc. the Flat and premises in the said building to be constructed by the Promoter and to enter into agreement/s with the purchaser/s and to receive the sale price in respect thereof. The Purchaser/s further agree/s that the Promoter shall in its own discretion appoint an agency to maintain, manage and control all the other common areas and amenities and facilities in the said building and for such other purposes as may be agreed upon between the Promoter and the said agency:

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satistying himself/herself/themselves with regards to the title of said Property and all orders, permissions and plans and the

to purchase from the Promoter and the Promoter hereby agree's to sell and transfer to the Purchaser's on Ownership basis the said Flat along with the right to use in common the open areas attached to the faid Flat as well as the proportionate common areas, amenities and scilities in the said building on the terms and conditions hereinafter appearing;

r. The total consideration of the said Flat and the payment terms thereof are detailed in <u>Annexure "2"</u> annexed hereto and the Purchaser/s has/ have agreed to pay to the Promoter balance of the sale consideration and other charges and deposits in the manner hereinafter appearing;

Owner

- s. The Promoter is required to execute a written agreement for sale of said Flat to the Purchaser/s under the said Acts being in fact these presents and also registered the said Agreement under the Registration Act 1908.
- and as mutually agreed upon by and between the parties as well as replying upon the said application made by the Allottee, the Promoters hereby agree to sell and the Allottee hereby agrees. To purchase the said place of the said

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY

AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

The Parties hereto agree that the recitals hereinabove shall form an integrate part of this Agreement.

1. PLANS:

The Promoter shall construct/develop the said building/s in the project known as "SWAMINARAYAN CITY PHASE I/1A/1B/1C" or any other name as may be decided by the Promoter on the said Property for the residential cum commercial use in accordance with the plans, designs, specifications approved and/ or will be approved and/ or amended by the concerned local authorities from time to time. It is agreed by the Parties hereto that the Promoter shall be entitled to make such variations and modification as the Promoter may consider necessary for using the full potential of the said Property or as may be required by the concerned local authority/ Government, using such present and future Floor Space Index ("FSI")/ Transferable Development Right ("TDR") that may be available to the Promoter, from the concerned authority and/ or such other global FSI/ TDR that may be available to the Promoter. It being clearly agreed and understood by the Purchaser/s, that any benefit available by way of increase in FSI/ TDR, which may be increased by way of global FSI/

TDR or otherwise, shall only be for the use and utilization by the Promoter, and the Purchaser/s shall have no right and/ or claim in respect of the same, whether during the time of commencement of construction or during construction or after construction having been completed but before execution of the final conveyance deed that may be executed in favour of the society or condominium or any other entity that may be formed between the Flat purchaser/s but after completion of the entire project.

The Allottee has prior to execution of this agreement satisfied himself with the title of the said first owner & promoter to their respective property including the agreements & other documents refereed to hereinabove and the allottee hereby agree and confirm that he/she/they shall not be entitled to further investigate the title of the respective co-promoter (owner) and promoter, right of development

eto or howsoever in connection therewith.

relating the seto or the com あ. いええが このマヨ ACREEMENT:

The carpet area of the said Flat No. E/1102 is 38.12 square meters and "carpet area" means the net usable floor area of Flat, excluding the area covered by the external walls areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee or varanda area and exclusive open tetrace area area covered by the internal partition walls of the Flat (i.e. carpet area of he Flat is 38.12 sq. meters and of the exclusive balcony area, ope—Terrace area, Cupboard area & service area is 3.60 sq. meters) on 11TH floor, in the Building "ADONIA" on Plot No- B (herein after referred to as the said "premises"), in the scheme of construction known as "SWAMINARAYAN CITY PHASE I/1A/1B/1C" more particularly described in Annexure "1" along with the right to use in common the open areas attached to the said Flat as well as the proportionate common areas, amenities and facilities in the said building for the total consideration as mentioned in Annexure "2".

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3. PAYMENT:

In addition to the above consideration, the Purchaser/s has// 3.1 agreed and accepted to pay the amount towards GST taxes as applicable, stamp duty, registration charges to the stamp duty. and charges for society formation, maintenance charges charges electricity connections/ meter, legal charges, and various which has been stated under this Agreement. The Purchaser pay in addition to the total consideration as mentioned in Annexure "2", any WCT/GST/cess or any other new levies/ tax (direct and indirect) become payable in respect of this Agreement either in future or with retrospective effect, the same shall be borne and paid by the Purchaser/s alone. The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the said building is complete and the Occupation Certificate with respect to the said Flat is granted by the KDMC, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. It is hereby agreed ... that if there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Pürchaser towards consideration, which shall be payable by the Purchaser-prior to taking possession of the said Flat.

3.2 The Purchaser/s hereby agree to pay all the amounts (including interest) payable under the terms of this Agreement as and when it becomes due and payable, time for the payment of each installment being the essence of this Agreement. Dispatch of demand letter electronically or / and by post/ courier, shall be deemed as receipt of the same by the Purchaser, the Purchaser shall not claim non receipt of the demand letter as a plea, or an excuse for non- payment of any amount or amounts on their respective due dates.

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Time shall be the essence of contract for all payments/deposits to be made by the Purchaser/s under this Agreement and at law. The

Purchaser/s hereby agree and undertake to pay each and every instalment within 10 (Ten) days of the respective due dates as nentioned in Annexure "10" hereto. Without prejudice to the above, if the Purchaser/s fails to make the payment within a period of 10 days or levies, mentioned in the demand letters/emails, then and in such an revent, the Purchaser/s agrees to pay to the Promoter interest on all amounts outstanding under the terms of this Agreement at the rate of the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum and for continued default beyond 30 days penal interest at the rate of 6% p.a over and above the State Bank of India PLR plus 2% Provided that, payment of interest shall not save the termination of this agreement by the Promoter on account of any default/ breacommitted by the Purchaser/s in payment of any outstanding amount and/or on account of any default/breach committed by the Purchaser/s of any of the terms and conditions herein contained. It is specifically agreed that the amount received by Promoter will be first appropriated towards interest receivable by the Promoter.

- 3.4 In addition to the purchase price and the charges and deposits mentioned hereinabove, the Purchaser/s doth/do and each of them doth hereby agree/s to pay/reimburse to the Promoter on demand his/her/their proportionate share of increased development charges or other charges/deposits in case the Municipal Corporation or the Concerned Authority/Government claims the same either due to any change in the Laws, Rules, Bye-laws or otherwise for any reason whatsoever.
- 3.5 The Purchaser/s further agrees, declares and undertakes that in the event of delay in payment of any instalment or any other amount under this agreement or otherwise, the Promoter shall be entitled to raise, recover and receive the amount of interest at any point of time.

Owner

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Purchaser/s has been calculated inter alia on all the authorities, permissions and on the basis that the Purchaser/s have granted their irrevocable and binding consent to make any such variations, alterations, amendments or deletions as may be permissible under their provisions of law. In the event that the Purchaser withdraw their consent or in the event the validity of the same is challed any direct and/or indirect loss, damage, claim, expenditure suffered by the Promoter due to such consent not being granted to the Promoter.

3.7 The Allottee authorizes the Promoters to adjust/appropriate all payment made by him/her under any Head(s) of dues against lawful outstanding if any in his /her name as one Promoter may in their sole discretion deem fit and one Allottee undertakes not to object/demand direct the Promoters to adjust his payment in any manner.

4. OBLIGATIONS OF PROMOTER:

- 4.1 The Promoter hereby agrees to observe perform and comply with all the terms and conditions, stipulations and restrictions if any, which, may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall before handing over possession of the said Flat to the Purchaser/s, obtain from the concerned local authority occupation, either in full or in part/or completion certificates in respect of the said Flat.
- 4.2 As per the revised sanctioned C.C. the area of FSI has been enhanced to extend for Plot A 32792.89 and Plot B- 73170.18 square meters and therefore the 151260 square meters FSI is available in respect of the said Property as per the prevailing Development Control Regulations.

In addition to the above, the Promoter has further informed to the Purchaser/s that as per the prevailing rules and regulations of the Development Control Regulations Act., 1991 and/ or Kalyan Dombivali Municipal Corporation, the Promoter is additionally entitled to purchase and load TDR on the said Property for construction purposes and the Promoter shall carry out the construction activities on the said Property as per the discretion of the Promoter.

DEFAULT BY THE PURCHASER/S AND THE CONSEQUENCES:

The thick event that,

5.1 The Purchaser terminates this agreement for any reason whatsoever excluding any termination due to a default of the Promoter under RER

The Pirchaser/s committing default in payment of any amount due and property taxes levied by concerned local authority and other outgoings, deposits etc.)

- 5.3 and/ or the Purchaser/s committing breach/es of any of the terms and conditions herein contained, this Agreement shall stand terminated.
- 5.4 Provided always that in the above events the Promoter shall have given to the Purchaser/s notice in writing of its intention to terminate this. Agreement specifying the default in payment of amounts or/and other the breach or breaches of terms and conditions of this agreement and giving the Purchaser/s an opportunity to remedy such breaches within 15 days of such notice. In the event the Purchaser fails to remedy the breach/es, this Agreement shall stand terminated forthwith, irrespective of whether the Promoter has refunded any amounts to the Purchaser. Upon such termination of this Agreement as per Clause 5.1 above, the

Owner

Purchaser consents and the Parties agree that 50% of the sale consideration and any other amount which may be payable to the Promoter shall stand forfeited and the Promoter shall refund the balance sale consideration received after adjusting and retaining the 50% of the total sale consideration for the Flat towards agreed liquidates changes.—

In the event that the sale consideration paid till the tate of term less than 50% of the sale consideration, the Prombter shall be to retain the entire sale consideration paid till the date of termination as agreed liquidated damages. It is agreed that the upon sugar the Purchaser shall sign, execute, and register Deed of respect to the said Flat. In the event Purchaser falls to Promoter shall be entitled to retain all amounts to b Purchaser as stated above and shall not entitled to claim and/or interest over the said Flat. It is agreed that the Promot not be liable to pay to the Purchaser/s any interest on the amount refunded upon termination of this agreement. Irrespective of whether the Purchaser executed the Deed of Cancellation or received the refund amount, the Promoter shall be at liberty to dispose and sell the said Flat to such person and at such price as the Promoter may in its absolute discretion think fit irrespective of whether any amount to be refunded to the Purchaser has been refunded. It is further expressly agreed and understood between Promoter and Purchaser/s that the Promoter shall not be liable to refund the amount to the Purchaser/s till such time the said Flat is sold by the Promoter to the third party and have realized the total amount from third party.

In the event of such termination, if the amount paid by the Purchaser are less than the total dues recoverable, then the Purchaser/s will be liable to pay the difference amount to the Promoter within 7 days of such cancellation, failing which the amount would attract interest at the rate of the State Bank of India Highest Marginal Cost of Lending Rate

plus 2% and for continued default beyond 30 days penal interest at the rate of 6% p.a over and above the SBI PLR plus 2% till such time that the payments are made.

5.6 The refund of any amounts by the Promoter shall be net of any taxes, cess, charges, fees paid to the Government or any competent authority including tax deducted at source, Goods and Service Tax, etc. and the Promoter shall not be liable to refund such amounts paid in respect ... thereof.

5.7 The Promoter shall also be entitled to adjust and retain any other amount high may be payable to the Promoter by the Purchaser/s.

nly in the event that the Purchaser/s terminates this Agreement ue to failure of the Promoter to give possession of the said F

Premises within the period agreed herein, the Promoter shall refund to

urchaser/s the booking amount/earnest money or any other till then paid by the Purchaser to the Promoter with interest at ate Bank of India Highest Marginal Cost of Lending Rate plus 2% m and for continued default beyond 30 days penal interest at of 6% p.a over and above the State Bank of India PLR plus . It is further provided, that in such circumstances, the Purchaser/s shall not be entitled to any additional compensation, loss or damage including but not limited to the loss, if any, being the difference of the amount in the rate at which the Purchaser/s booked the said Flat and the rate prevailing at the time of cancellation by the Purchaser/s. The Purchaser/s will also be liable to pay interest on any default payment as per the terms, herein contained, at the time of making accounts when the Purchaser/s has expressed his/ her/ their desire to cancel the Agreement. It is agreed by and between the Parties that the entire above-referred amount due and payable by the Purchaser/s as specified hereinabove shall be received by the Promoter from the Purchaser/s till the time of such cancellation. In the event of such termination, if the

Owner

monies paid by the Purchaser are less than the total dues recoverable, then the Purchaser/s will be liable to pay the difference amount to the Promoter within 30 days of the application for cancellation, failing which the amount would attract interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum and for continued default beyond 30 days penal interest at the rate of 6% p.a.

over and above the State Bank of India PLR plus 2%, till such time the payments are made, inclusive of the accrued in the 227

If the Purchaser/s has availed of a loan from fibancial instit 5.9 banks or any other lender (the "Lender") against the se said Flat for which a written NOC/ consent and Promoter has been issued, then in the event of (4)committing a default of the payment of the inst consideration amount (b) the Purchaser/s deciding agreement and/ or (c) the Promoter exercising its right to terminate Agreement, the Purchaser/s shall clear the mortgage debt outstanding at the time of the said termination. The Purchaser/s shall obtain the NOC or such necessary letter and other documents including but not limited to the original registered Agreement for Sale and NOC from the Promoter, receipt etc. from the Lender stating that the Purchaser/s has/ have cleared the mortgage debt. Notwithstanding the above, the Purchaser's obligation to make payment of the installments under this provisions the this Agreement in accordance with Agreement is absolute and unconditional.

5.10 It is also agreed that the Purchaser/s shall be solely responsible to ensure timely disbursement of the installments towards consideration from the Lender. Any delay in receiving the installment from the Purchaser/s or the Lender for any reason whatsoever will entitle the Promoter to charge interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% and for continued default beyond 30 days

Owner

penal interest at the rate of 6% p.a over and above the State Bank of India PLR plus 2% on the outstanding amount.

6. <u>AMENITIES:</u>

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The Promoter has agreed to provide the amenities/facilities in the said Flat as per details mentioned in the Annexure "9".

RIGHTS OF PROMOTER:

Agreement is only restricted to the said Flat agreed to be sold by the Fronteter to the Purchaser/s and all other premises shall be the sole property of the Promoter and the Promoter shall be entitled to sell,

dispose of the same without any reference or recourse or rec

7.2 The Fromoter shall be at liberty and be entitled to amend the lay-out plan of the said Property, the building plans, other approvals for in accordance with prevailing provisions of law, including but not limited to:

- 7.3 acquisition of additional plots/ property/ adjoining property and inclusion of such plots of land in the lay out plan of the said Property; and
- 7.4 amalgamation of the said Property with any adjoining plots of land;
- 7.5 The Purchaser/s and/ or the Organisation/ Apex Body or any other body formed by the purchasers/ of the said Property shall not have any objections to the aforesaid and the Purchaser/s hereby grants his/ her/ their irrevocable consent and no objection to the Promoter to carry out the necessary acts, deeds, matters and things.

Owner

7.6 The Promoter plans to construct and develop the said Property or the said Project further in the future and details of which have been certified and permitted / or will be certified and permitted under the RERA certificate and inter alia the include the follow RERA.

in respect of the said Property and/ or additional construction (i.e. more than what is envisaged at present) is possible on the said Property (b) on account of Transfer of Development Rights (TDR) (or in any other of manner is made available for being utilised or otherwise and sufficient sanctioning authorities permit the construction of additional froors wing, then in such event, the Promoter shall be entitled to construct such additional floors, wing/s as per the revised building/s plans and deal with the same in the manner the Promoter deems fit and proper.

- The Purchaser/s expressly consent/s and confirms the irrevocable and unfettered right of the Promoter to construct the said building and other structures (if any) on the said Property and/or additional floors on the said building being constructed/ to be constructed in the future as on the said Property in the manner as per the permissions / approvals received from time to time, without any further or other consent or concurrence in future. These consents and confirmation shall be treated as irrevocable No Objection ("NOC") consent, permission given by the Purchaser, under sections 7 and 7A of MOFA and Section 14 of the RERA or any amendment shall be deemed to have been complied herewith, to the same as long as the total area of the said Flat is not reduced.
- 7.9 The Promoter shall always have a right to get the benefit of additional Floor Space Index for construction from sanctioning authorities and also to make the additions, alterations, raise storey/s or put up additional structures as may be permitted by sanctioning authorities

competent authorities and such additions structures and be the sole and absolute property of the Promoter alone.

The Promoter will be entitled to use the terrace/s including the parapet wall for any purpose including display of advertisements and sign boards

and for such purpose may utilize any common facility or amenity such as

electricity etc. available in the said Flat to which the ser/s shall not have any right to object, and it is expresslyagreed hat the Promoter shall entitled to put a hoarding or give on least/sile for cell base station and telecom towers on the said Property the Buildings or any part thereof including the terrace and the said hoardings may be illuminated or comprising neon sign and for that purpose Promoter is fully authorized to allow temporary or permanent construction or erection or installation either on the exterior of t building/s as the case may be and the Purchaser/s agrees not to object or dispute the same. The Purchaser/s shall not be entitled to raise any objection or claim or any abatement in the price of the said Flat agreed to be acquired by him/ her/ them and/ or claim any compensation or damage on the ground of inconveniences or any other ground. whatsoever from the Promoter. The Promoter shall be entitled to install its logo in one or more places in or upon the building/s and the Promoter reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo.

7.11 The Purchaser/s hereby further agrees and covenants with the Promote to sign and execute all papers and documents in favour of the Promcter or otherwise as may be necessary for the purpose of enabling the Promoter to construct the said building/s in accordance with the said plans relating thereto or such other plans with such additions and alterations as Promoter may in their sole discretion deem fit and proper and/or for the purpose of applying for or obtaining the approval or sanction of the KALYAN DOMBIVALI

CORPORATION or any other appropriate authorities in that behalf as well as for the construction of such building/s in the said Property upon or after the grant of such approval or sanction relating thereto provided the size and location of the said Flat agreed to be purchased by the Purchaser/s is/ are not in any manner adversely affected. The Purchaser/s agree/s that the said consent is irrevocable.

- 7.12 The Purchaser/s agrees and gives his/ her/ their irrevocable consent/state to the Promoter for carrying out the amendments, alterations, modifications and/ or variations to the scheme of development in respect of the said Property, including the layout plans, designs and elevations etc which are made available either at the Promoter's office or on the website of the Real Estate Authority. Further the Promoter shall not be required to obtain consent in the following events:
 - a. Any minor additions or alterations.
 - b. Any addition or alterations to any common areas, amenities, etc

c. Any addition or alteration in compliance of any order issued by the competent authority or state under any law of the State or Central Government

- 7.13 The Purchaser/s irrevocably agrees not to obstruct and or raise and objections whatsoever and/or interfere with the Promoter for carrying out amendments, alterations, modifications, variations as aforesaid to the further building/s plans, if any, in respect of one or more floors, wing or wings and/ or building or buildings to be developed and/ or constructed that are permissible as per the provisions of law.
- 7.14 The Purchaser/s is/are aware that proposed building is constructed with concession in open spaces/joint open spaces and the Promoter has executed registered undertaking in favour of the Municipal Corporation.
 . It is further agreed between the parties that all undertaking, declaration, Indemnity bond/ bonds, deeds and writing/s given/ executed by the
 * Promoter in favour of concerned bodies/ authorities in respect of the

Purchaser/s

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said Property and its development shall be binding upon the Purchaser/s and society or condominium formed by the Purchaser/s of Flat.

7.15 In the event of the Organisation being formed and registered before the sale and disposal by the Promoter of all the Flat in the Building/s, the power and authority of the Organisation so formed or that of the Purchaser/s and the Purchaser/s of other premises in the Building/s' shall be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the Building(s), the construction and completion thereof and all the amenities pertaining to the same and in particular Promoter shall have the absolute authority and control as regards the unsold Flat and disposal thereof. The

Promoter shall be liable to pay only the municipal taxes, at actuals,

respect of the unsold Flat, if any. In case the Organisation is formed before the lisposal by the Promoter of all the Flat premises then the Promoter shall at its option (without any obligation) join in as a member

in respect of such unsold Flat and as and when such Flat are sold, the Cigarisation shall admit such Purchaser/s as the member/s without charging any premium/ transfer fees or extra payment of any nature

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Till the entire development of the said Property is completed, the archaser/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have fultion control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the said Property and the Purchaser/s shall have no right or interest in the enjoyment and control of the Promoter in this regard.

7.17 The Promoter shall be at liberty to sell, assign, transfer mortgage or otherwise deal with its right, title and interest in the said Property and/

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or the Building, provided that the same does not in any way materially prejudice the right of the Purchaser/s in respect of the said Flat which is agreed to be sold to the Purchaser/s.

- .7.18 In the event of the Promoter having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges, etc. payable to any sanctioning authority or other authority or the Government of Maharashtra, then the same shall be reimbursed by the Purchaser/s to the Promoter in proportion to the carpet area of the Flat or otherwise as may be determined by the Promoter and non-payment of the same, shall constitute the Agreement.
- 7.19 The Promoter shall have the right to designate any space in the said Property to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the buildings that may be developed on the said Property. The Promoter shall also be entitled to designate any space in the said Property to such utility provider either on leave and liedness of leasehold basis for the purpose of installing power supstations with a view to service the electricity requirement in the said Property and the building/s constructed thereon.
- 7.20 Under the present Agreement, the Promoter has given a bare permission to the Purchaser/s, to enjoy the common facilities like internal roads, garden, recreation, open space or otherwise, of the said Property which at the discretion of the Promoter is liable to be shifted, without giving any prior intimation and/ or notice in writing, to the Purchaser/s or otherwise, and Purchaser/s shall not be entitled for any loss, damages, costs, charges, expenses or otherwise of any nature whatsoever from the Promoter or their nominees or transferees on these account.

Purchase

7.21 Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to nominate any person ("project management agency") to manage the operation and maintenance of the building(s), and the infrastructure on the said Property, common amenities and facilities on the said Property for a period until the Organisation is formed and the charge for maintenance is handed over to the said Organisation or until said Property is developed (as determined by the Promoter). The Promoter shall have the authority and discretion to negotiate with such project management agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/ them. The cost incurred in appointing and operating the project management agency shall be borne and paid by the occupants of the buildings that may be developed in the said

Property including the Purchaser/s on a pro rata basis as part of the development and common infrastructure charges referred to herein.

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Promoter or the project management agency, including without limitation, payment of the Purchaser's share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said Property and common areas and facilities within the said Property and buildings constructed thereon and inclusive of the payment fees of the project management agency.

- 7.23 The Promoter shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the said Property, till such time as the said Property together with the buildings constructed thereon are transferred to the Organisation/ Apex Body.
- 7.24 The Promoter shall be entitled to construct site offices/ sales lounge in the said Property and shall have the right to access the same at any

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time without any restriction whatsoever irrespective of whether the said Property or any portion thereof is conveyed/ assigned to the Organisation or the Apex Body and shall continue until the entire said Property is developed.

7.25 Save and except or otherwise not to reduce any area of the said Flat, the Promoter shall have full and absolute discretion, to do all acts, so as to exploit full residential or commercial potential (if any) of the said Property. The Promoter shall also be entitled to use utilize and consume the development potential of the said Property in the promoter as the Promoter may deem fit and proper in their absolute discretion;

7.26 The Promoter shall be entitled to amend, modify and/ pr vary the building plans, and/ or the specifications in respect thereof, without reducing area of the said Flat.

Recreation Area or any other details in the said Plans and of the concerned authority/ies. Notwithstanding anything considering this agreement, in case of any conflict with the details provided in Brochures, Pamphlets, Literature and/ or Plans and in this Agreement, the provisions of this Agreement shall prevail. The Purchaser/s confirms and consents that the Purchaser/s have purchased the said Premises solely on the basis of the terms and conditions and representations made in this Agreement and nothing contained in any brochures, pamphlets, literature or any other material shall be binding on either Party and this Agreement supersedes all earlier documents, letters, brochures and/or oral/written representations whatsoever.

7.28 Irrespective of disputes if any, which may arise between the Promoter and the Purchaser/s and/ or the Organisation, all amounts contributions and deposits, including amounts payable by the

Purchaser/s

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Purchaser/s to Promoter, under this Agreement, shall always be paid punctually by the Purchaser/s, to the Promoter and shall not be withheld pending the disputes, by the Purchaser/s for any reason, whatsoever.

7.29 The Promoter shall be entitled to transfer and/ or assign the benefit of additional F.S.I./ T.D.R. or any other rights of the said Property to any third party and/or to allow any third parties to use and/ or consume T.D.R. or any other benefits or advantages of any other properties, on

Property, who shall be entitled to all the rights mentioned

above, including to do construction mentioned above.

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For all of any of the purposes mentioned under this Agreement the Promoter shall be entitled to keep and/ or store any construction

materials, on any portion of the said Property, and/ or to have additional flattricity Supply and/ or additional Water Supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. In such an event, the Purchaser/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/ or shall not claim any easement rights and/ or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Purchaser/s directly and/ or indirectly, shall not do any act, deed, matter or thing, whereby the Promoter may be prevented from putting any such additional and/ or new construction and/ or shall not raise objection and/ or obstruction, hindrance or otherwise.

7.31 The Purchaser/s shall not take any objection, on the ground of nuisance, annoyance, and/ or claiming any rights, of easement, and/ or any rights in nature of an easement and/ or obstruction of light, air, ventilation, open space and/ or open area, and/ or on any other grounds, of any nature whatsoever and/ or shall not directly or indirectly do anything and/ or shall not ask for an injunction, and/ or

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prohibitory order and/ or calling the Municipal or any other authorities to issue stop work notice, and/ or withdraw and/ or suspend or cancel any orders passed and/ or approved Plans so as to prevent the Promoter, or any of their nominees or transferees, from developing and/ or to carry out construction, on the said Property and or on adjoining properties.

7.32 In order to facilitate development and/ or to explore total commercial/
residential potential, of the said Property, Promoter shall be entitled to
sub divide/ amalgamate the said Property with the neighbouring
property, and/ or after sub division/ amalgamation
sub-divide the said Property, and/or from time to times apply for and
obtain revised approved plans and/ or ask for any manufaction and of
change the approved Plans, including to do such further actions and manufaction as may be
necessary. It is further agreed that Purchaser/s or anybody on their
behalf shall not be entitled to raise any objections against the Promoter'
exercising their aforesaid power.

- 7.33 Under the present Agreement, Promoter has agreed to sell and transfer only the said Flat to the Purchaser/s. The Purchaser/s hereby agree that he/ she /they shall not claim any right, title and interest in the said Property or any part thereof or in the buildings on the said Property or any part thereof, save and except the said Flat. The Purchaser/s shall have right only in respect of the said Flat agreed to be sold to him/ her/ them and only upon full payment of the consideration and other charges and deposit, which is agreed in this Agreement.
 - 7.34 Under the present Agreement and at this stage, Promoter intends to use
 actual FSI and TDR alongwith any additional FSI/ TDR available on payment of premium on the said Property and IOD and Plans have been approved presently only of an actual FSI of the said Property. The

Promoter, however, reserve their right, to use the unutilized FSI/ any other development potential/ TDR and the FSI/ any other development potential that may become available in future in respect of the said Property and TDR of any other property on the said Property for construction of buildings/ additional buildings on the said Property. For all times in future, Promoter shall be entitled to use/ consume or exploit it, till Conveyance or any other final transfer document in respect of the said Property in proportion to the area occupied by the said buildings in respect of the said Property along with Building/s thereon, have been executed, in favour of the Organization that is to be formed by the Purchaser/s of various premises in the building and as permissible under the applicable laws. For the purpose of consuming such balance and/ or additional FSI/ TDR, the Promoter shall be entitled to construct any vertical or horizontal extension thereto and/ or put up additior= floors and/ or the new or additional structure/ building, as the Promoter may think fit and proper and to do all such things, as may be necessary

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Promote shall be entitled to purchase, load, consume additional and/or balance F.S.I./ TDR now available or which may hereafter

become available, under D.C. Rules or any other law for the time being 10 hr force or by reason of any special concession being granted by the Corporation or any other Authorities (including F.S.I.

ilable in lieu of the D.P. Road, Setback Reservations , etc.) and as permissible under the applicable laws .

Purchaser/s do hereby give their irrevocable consent and no objection to the Promoter for carrying out any such additional construction on the terrace or otherwise in or upon any part of the said Property as permissible under law. Contractors or agents shall not be entitled to enter upon or have access to the terrace/s or any part

thereof, save and except for the limited purpose of attending to the

water tank for the purpose or cleaning or carrying out repairs thereto. The Purchaser/s hereby further gives irrevocable consent to the demolition, removal and relocation of the water tank or any other articles for the time being, to carry out such additional constructions.

7.37 The Purchaser/s hereby grants their irrevocable consent to the Promoter for mortgaging the said Property or any part thereof along with the building/s being constructed on the said Property save and except the Purchaser's Flat in favour of any bank, financial institutions, body, trust, lenders, persons etc., to enable the Promoter to augment the fund for the Promoter for development of the said Property. The Promoter shall clear the mortgage debt in all respect before the execution of conveyance of the proportionate area of the Property in favour of the said Organization formed of all the Purchaser/s in the said building.

7.38 The Purchaser hereby also grants its irrevocable authority, permission

and consent to the Promoter and agrees and undertakes that:

perform all necessary acts, things and matters, including signing executing and admitting execution of all further and other deeds documents, writings, papers, forms, applications etc. as may be directed by the Promoter and which the Promoter ieven sole and absolute discretion deem fit and proper, putting into complete effect the provisions of this Agreement.

be construed as a grant, demise or assignment in law of the said Property and/or said building or any part thereof. The Purchaser/s shall have no claim save and except the said Flat hereby agreed to be sold hereunder and all open spaces, lobbies, common space, parking stilt, podium or basement, staircase,

garden, terraces, recreation spaces etc. remain the property the Promoter until the Property and said building/s are conveyed to the Organization as herein, mentioned.

iii) Unless the context otherwise suggests or all obligations, conditions and liabilities herein imposed upon the Purchaser/s whether expressly or impliedly, shall be deemed to be covenant running with the said Flat and shall be binding 'upon' the Organization.

iv)

For all or any of the purposes mentioned under this Agreement, the Promoter shall be entitled to keep and/ or store any onstruction materials, on any portion of the said Property for 2023 darrying out additional constructions, and/ or to have addition____ ectricity supply and/ or additional water supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. It is further agreed that in such an event, the Purchaser/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/ or shall not claim any easement rights and/ or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Purchaser/s directly and/or indirectly, shall not do any act, deed, matter or a thing, whereby the Promoter may be prevented from putting any such additional and/ or new construction and/ or shall not raise objection and/ or obstructio= hindrance or otherwise.

The Promoter has provided and/or will provide certain amenities v) plot/area/facilities to the Municipal Corporation as per the terms of the Plans approved by the Municipal Corporation. The Purchaser/s or their nominee or assignee or Organisation hereby specifically and unconditionally agrees and undertakes that all the TDR/ FSI and any other benefits/ advantages present

or future arising out of the said amenities plot/area/ facilities shall solely and exclusively belong to the Promoter alone and Purchaser/s or their nominees or assignee hereby waive all such claim etc. Additionally, all the benefits, areas under the podium shall solely and exclusively belong to the Promoter and Purchaser/s and/ or Organization/ society shall not raise any claim or objection on the same. The Promoter has further informed to the Purchaser/s that in addition to the above any additional benefits arising out of the said amenities plot by any reason whatsoever nature, the Promoter will exclusively be entitled to make or use such claim or benefits/ advantages of the said amenities plot and the Purchaser/s or their nominee or Organization will not have any claim, objection of protest any nature at any time in future hereafter. द्सा क्र. 6224

setback prior to the transfer of the said Property being notified for setback prior to the transfer of the said Property to the Organization, the Purchaser/s hereby specifically and unconditionally agree and undertakes that the Promoter along shall be entitled to the TDR/ FSI and arrotter benefits advantages present or future arising out of the said setback are shall solely and exclusively belong to the Promoter along and Purchaser/s or their nominees or assignee hereby warrender.

- vii) It is clearly agreed and accepted by the Purchaser/s that neither the Purchaser/s nor any of their assignee or nominee will have any claim, right, title or interest on any parts of the land, said buildings, open space, car parking, amenities plot save and except the said Flat which is agreed to be sold under this Agreement.
- viii) The Promoter has further informed to the Purchaser/s that the Promoter will be developing the adjoining plots/ portions and

Purchaser/s undertake, declare and confirm that at no point of time they or anybody on their behalf should raise any objections/ protest, claim of whatsoever nature on account of noise pollution, vibration, disturbance and like similar nature for construction and use of the aforesaid areas by the Promoter.

It is further agreed that car parking allotment letter will be issued the Purchaser/s at the time of handing over the possession of the said Flat indicating the location and car parking number/s.

The terrace on top of the building shall not be a part of the common area/amenities available to the Purchaser/s or to any Flat Purchaser in the project.

expressly agreed between the Parties that the consideration payable the Annexure-"2" and as per Annexure-"10" by the Purchaser/s is inter alia based on and arrived at after taking into consideration all the authorities, permissions and consents provided by the Purchaser/s under this Clause 7 and otherwise in this Agreement. In the event that the Purchaser/s withdraw their consent or in the event the validity of the same is challenged, then the amount of consideration under Annexure "2" shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure (including loss of business) suffered by the Promoter due to such consent not being granted to Erromoter.

7.40 Various terms and conditions of this Agreement shall always be read subject to the terms and conditions, mentioned in the aforesaid paragraphs.

Owner

8. POSSESSION:

1.8.1 The possession of the said Flat shall be delivered to the Purchaser/s after the said Flat is ready for use and occupation provided all the amounts due and payable by the Purchaser/s under this Agreement and the stamp duty and registration charges in respect of the said Flat are duly paid by the Purchaser/s. Subject to force majeure, the Promoter expects to give possession of the Premises to the Purchaser/s on or before 31st December 2029 Provided that the Promoter shall be entitled to reasonable extension of time for giving possession on the aforesaid date, if the completion of building in which the said Project is to be contact its delayed on account of

- i) war, civil commotion or act of God
- ii) any notice, order, rule, notification of the Govt. and

or competent authority/court and

iii) circumstances beyond the control of the Promot

- 8.2 The Promoter shall be entitled to a grace period (1) (1) Six modifies beyond the aforesaid date. Notwithstanding anything on the contained in this Agreement the date of handing over possessing as mentioned in Clause hereinabove shall be automatically extended for the period during which a force majeure event exists as under the applicable provisions of RERA and/or any other applicable laws.
- 8.3 If as a result of any legislative order or regulation or direction of the Government or Public authorities, or change in rules, the Promoter is unable to complete the aforesaid building and/ or give possession of the said Flat to the Purchaser/s in the time prescribed in 8.1 and 8.2 above, the Promoter may by notice in writing terminate this Agreement and the only responsibility and liability of the Promoter in such an event will be to pay over to the Purchaser/s such consideration as may have

been paid by the Purchaser/s with interest thereon as may be prescribed under the applicable law from time to time from the date of receipt of each installment till the date of notice of termination by the Promoter.

8.4 The Purchaser/s agree that the refund of the payment and the interest/damages mentioned under this Agreement constitutes the Purchaser's sole remedy in such circumstances and the Purchaser/s foregoes-any and all his/her/their rights to claim against the Promoter for any specific performance and/ or any losses, damages, costs, expenses or

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The Purchaser/s shall take possession of the said Flat within 15(Fifteen)

intimating that the said Flat is ready for use and occupation. In the

event the Purchaser/s fails and/or neglects to take possession of the said lat within the said period, the Purchaser/s shall be liable to pay the Promoter compensation calculated at the rate of Rs. 10/- per sq.ft. of the area per month or part thereof till such time the Purchaser/s possession of the said Flat. Notwithstanding the aforesaid, it shall deemed that the Purchaser/s has taken possession from the expiry of . the 7th day of the said written notice and this date shall be deemed to be the "Date of Possession" and all the obligations of the Purchaser/s related to the said Flat shall be deemed to be effective from the date of such Date of Possession. The Purchaser/s shall be liable to pa maintenance, outgoings and other charges, taxes from the date of Date of Possession irrespective as to whether Purchaser/s takes possession of the said Flat or not. In case of non payment, Promoter shall be entitled to exercise various rights, available under this Agreement. The Purchaser/s shall alone be responsible/ liable in respect of any loss or damage that may be caused to the said Flat from the expiry of 7 days from the notice of possession.

Owner

9. DEFECT LIABLITY

If within a period of 5 (Five) years from the date of making available the said Flat to the Purchaser/s for fit outs or such other minimum period as may be prescribed under the applicable laws, the Purchaser/s brings to the notice of the Promoter in writing any major structural defect or defect in workmanship of the said Flat or the material used thereon (wear and tear and misuse excluded), wherever possible, such defects (unless caused by or attributable to the Purchaser/s) shall be rectified by the Promoter at their own costs. Provided further, if any defect or damage is found to have been caused due to any changes carried out by the Purchaser or due to the negligent use, act or omission of the Purchaser/s or his agents, then the Promoter shall not lightly for the

10. CAR PARKING

same.

10.1 The Purchaser/s is/ are aware that as a part of the building Promoter is constructing ground & podium which consists of seven covered/ stilt / podium/ mechanically operated car thanking space used by the purchasers of the residential Flat in the building/ Rroject

10.2 Promoter hereby allocate to the Purchaser/s car parking spaces as indicated in Annexure "2" hereto (hereinafter referred to as "the said Car Parking Space"). The exact location of the said Car Parking Space allocated to the Purchaser/s shall be finalized by the Promoter and will be handed over at the time of handing over possession of the said Flat.

10.3 The Purchaser/s is/ are aware that the open car park allotted is part of the building common amenity which shall subject to the Purchaser's right of use, is owned by the Promoter/ Society/ Company. The exact
location of the said Car Parking Space allocated to the Purchaser/s

shall be finalized by the Promoter and will be handed over at the time of handing over possession of the said Flat. The Purchaser/s is/ are aware that the Promoter has in like manner allocated and shall be allocating other car parking space/s to several purchasers of the residential flats in the Building/Project and the Purchaser undertakes

not to raise any objection in that regard and the rights of Purchaser to raise any such objection shall be deemed to have been waived.

The Purchaser/s hereby accords his/ her/ their irrevocable and unconditional consent to the Promoter to sell/ allocate the other covered / uncovered car parking spaces to the purchasers of the pective residential Flat in the building. The Purchaser/s hereby

Additions warrants and undertakes to use the car parking spaces so allocated to him/ her/ them for the purpose of the parking of allocated to him/ her/ them for the purpose of the parking of allocated to him/ her/ them for the purpose of the parking of allocation is for smooth functioning and to avoid disputes between Purchaser/s.

11. ORGANISATION AND APEX BODY:

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11.1 The Promoter shall take steps for the formation of a society under the Maharashtra Co-operative Societies Act, 1960 / condominium under the

MOA Act in respect of the Building (the "Organisation") as per provisions of applicable law.

- its sole, discretion form and register an apex organisation ("Apex Body") comprising of the various organisations formed in respect of the Building and/ or other buildings to be constructed on the said Property including the Organisation referred to hereinabove for the purpose of proper management, maintenance, regulation and control of the infrastructure and common amenities and facilities of the said Property and for such other purposes as the Promoter may
- 11.3 The Purchaser/s and the purchaser/s of the other Flat shall join in the formation and registration of the Organization and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary application for registration other papers and writings for the purpose of formation and registration the Organization including bye-laws of the Organization and only fill in sign and return to the Promoter within 7 (seven) days of the arms being forwarded by the Promoter to the Purchaser/s. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
 - 11.4 The Apex Body shall be formed by the Promoter after formation of all organizations and the execution of all conveyance(s) or deed of assignment or transfer documents in their favour to look after the repair and maintenance of the infrastructure and common amenities and facilities of the said Property and the management of the Corpus Fund.
 - 11.5 The Purchaser/s shall observe and perform all the rules and regulations and bye-laws of the Organisation and/ or the Apex Body on its formation

and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the buildings standing on the said Property and the premises therein and for the performance and observance of building rules, regulations and bye-laws for the time being of the concerned local authority, government or public bodies. The Purchaser/s shall also observe and perform all the terms and stipulations laid down by the Organisation and/ or the Apex Body regarding occupation and use of the Flat and shall pay outgoings in

Prdande with the terms of this Agreement.

現面 あ、 じええ つ つう 11.6 The Promoter hereby agrees that they shall, before execution of a Sconweyance/assignment of lease of the said Property in favour of an

Organization to be formed by the purchaser/s of Flat in the building to constructed on the said Property make full and true disclosure of the partial of their title to the said Property as well as encumbrances, if any purchaser and shall as far as practicable, ensure that the said property is free from all encumbrances and that the Promoter has absolute, clear and marketable title to the said Property so as to enable them to convey to the said Organisation such absolute, clear and marketable title on the execution of a Conveyance of the proportionate area of the said Property by the Promoter in favour of the said Organisation.

12. COVENANTS BY THE PURCHASER/S:

12.1 The Purchaser/s shall use the said Flat or any part thereof or permit the same to be used only for the purpose of residence and shall not use the said Flat for any purpose other than for residence/commercial except with the written permission of the Promoter or the organization when formed. The Purchaser/s shall use the parking space only for purpose of keeping or parking the Purchaser/s own vehicles. The Purchaser/s

Owner \

shall not use the open spaces/ parking/ stilt/ podium area etc. for parking their vehicles without prior written permission of the Promoter/ Organization as the case may be.

12.2 The Purchaser/s has/ have declared that he/ she/ they have already complied with all the requirement of Income Tax, and other concerned authorities including RBI (in case of Non Resident Indian) before entering into this Agreement for Sale with the Proporties. Any breach of violation of any Acts or Rules or Laws by the Purchaser/s shall be entirely at their own cost and risk.

12.3 Notwithstanding anything contained under this Agreement, it is clearly and expressly agreed and accepted by the Purchaser/s that they shall not use any other road or access for ingress and agrees to the residential property, save and except the access road as provided by the Promoter.

- the approved plans and certain areas' have been demandary as reservation and other set back and Promoter have given various undertaking and writing to the Municipal Corporation and authorities which shall be binding upon the Purchaser/s and the benefits/ TDR/DRC shall be for the sole benefit of the Promoter alone for which Purchaser/s have no objection for the same. The Purchaser/s is/ are aware of that proposed building is constructed with concession in open spaces/ joint open spaces and the Promoter has executed registered undertaking in favour of the Municipal Corporation.
 - 12.5 The Purchaser/s with an intention to bring all persons in whose hands the said Flat may come, doth hereby covenant with the Promoter as follows: To maintain the said Flat at the Purchaser's own cost in good tenantable repairs and condition from the date on which the Purchaser are offered access to the said Flat for carrying out interior work

(irrespective of whether such offer is accepted) and shall not do or suffer to be done anything in or to the building/s, staircase/s, passage/s or any

other common areas which may be against the rules, regulations or byelaws of concerned local authority or change/ alter or make addition in or to the building or the said Flat or part thereof;

Not to store in the said Flat 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/s including the entrance thereof. In case any damage is caused to the said Flat or the building/s on account of the negliger—or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach;

- 12.7 To carry at the Purchaser's own cost all internal repairs to the said Flat and maintain it in good condition, state and order and not to do or suffer to be done anything in the Flat which is in contravention of rules, regulations or bye-laws laid down by the Promoter or of the concerned local public authority;
- 12.8 Not to demolish or cause to be demolished the Flat or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Flat or any part thereof nor alter the elevation and outside colour scheme of the building/s and to keep the portion, sewers, drain pipes in the Flat 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 pardis or other structural members in the said Flat;

Owner

12.9 Not to do or permit to be done any act which may render void or voidable any insurance of the said Property or the building(s) or any part thereof or whereby any increase in premium shall be payable in respect of the insurance;

12.10 Not to enclose the balcony area or flowerbed i rside without express written permission of the Promoter.

inside the said Flat

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ercial as the case

may be and not to use the said Flat for any unlawful uses or purposes, which is prohibited/ restricted under any law of land.

12.12 The Purchaser/s shall not carry out any strumodification inside of the Flat and also shall not demodify the exterior of the said Flat or any part thereof.

12.13 Not to carry out any illegal activity from the said Flat, which is against the interest of the Organisation/other purchasers in the building.

12.14 Not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Flat in the compound or any portion of the said Property and the Building/s and not to place or keep any garbage cans, waste paper baskets, in the common passage, staircases, landing or lobbies of the said Property and the building/s thereon or any part of the compound thereof.

Pay to the Promoter within 7 (seven) days of demand by the Promoter, his/ her share of deposit/ charges demanded by the concerned local authority or government for giving water, electricity or any other service connection to the building/s;

12.15 To bear and pay 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 Municipal Corporation and/ or Government and/ or other public authority on account of change of user of the said Flat or otherwise.

12.16 To bear and pay all works contract tax, GST, etc., and such other levies, if any, which may be imposed with respect to the construction onthe said Property and/ or any activity whatsoever related to the Flat by the Corporation and/ or State/ Central/Government and/ or Public

Aunority from time to time;

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payable by the Purchaser/s to the Promoter under thin agreement are fully paid up and only if the Purchaser/s has not been gualty of breach of or non-observance of any of the terms and conditions this Agreement and until the Purchaser/s has obtained prior written ermission of the Promoter which permission shall be granted by the Promoter on such terms and conditions as may be applicable from time . to time. The Promoter will always be entitled to and are hereby authorized to charge administrative charges, legal charges and other costs, charges and expenses pertaining to such transfer at such rates and on such other terms and conditions as the Promoter may stipulate. The Purchaser/s does/do hereby agree and undertake not to oppose or object to the stipulations of such charges and/or such oth terms and conditions as may be stipulated by the Promoter and will forthwith pay and abide by the same;

12.18 Till the management of the Building/s is handed over to the Organisation and/ or the Apex Body, the Purchaser shall allow the Promoter/Organisation, its surveyors and agents at all reasonable time to enter into or upon the said Flat to view and examine the state and condition thereof and to carry out repairs;

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12.19 Not to change the external colour scheme or the pattern of the colour of the building;

12.20 Not to change exterior elevation or the outlay of the building

may be clarified by the Promoter;;

12.21 Not to fix any grill to the building/s or windows except in accordance with the design approved by the Promoter. The split unit air conditioners should be appropriately installed in the place provided therefore as

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12.22 Not to carry out civil work, including, but not limited to allowers in the kitchen and bathroom/toilets wherein any work of tiling the etc. which damages the waterproofing, plumbing or sanitary lines laid at site. In case the Purchaser carries out any changes, modifications or alterations by himself or his agencies then the warranty of the said items becomes null and void and the defect liability of the Promoter shall be lapsed and the Purchaser is solely liable to rectify and repair the same for all the affected area within his Flat and/or the floors below accordingly at his own costs, expenses and consequences.

- 12.23 Purchaser/s shall not do or suffer to be done anything in the said Flat or in the said Property or the building which, would be forbidden or prohibited by the rules of the concerned government authorities. In the event, the Purchaser/s commits any acts or omissions in contravention to the above, the Purchaser/s alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Promoter in that behalf;
- 12.24 During the execution of interior works, the Purchaser/s shall be responsible for acts of any contractor/ workmen/ agents/ representatives and if such persons behave in any manner which is

unacceptable to the Promoter then such contractor/ workmen/agents/ representatives will be removed forthwith and will not be allowed to re-enter the said Premises again;

12.25 The Purchaser/s shall ensure that the execution of interior works in the said Premises is carried on only between 8 a.m. to 2 p.m. and 4 p.m. to 7 p.m. on all days of the week except Sundays;

The Purchaser/s shall extend full cooperation to the Promoter, their agents, contractors to ensure good governance of such works;

The Purchaser/s is/are further made aware that the Promoter are in business of construction, development redevelopment of immoveable properties and during the construction of puilding/s on the said Property and after completion thereof, of other may desire to show the said building/s and or any areas merein including but not limited to common areas to various prospective clients of the Promoter including inter alia occupants of building/s which the Promoter are redeveloping or proposing to redevelop and accordingly, the Promoter may arrange for site visits to the said Property and the building/s thereon and may organize functions in the common areas like compound/s, terrace/s, lobby/ies, podium/s, amenities, etc. of the said Property for such purposes and the Purchaser/s either in their individual capacity or as member/s of the said Organisation shall not object thereto.

12.28 The Promoter may permit various consultants, service providers, financiers, manufacturers, suppliers and other third parties to publish the image of the said Property and the buildings thereon in advertisements, publications, brochures, and such other marketing and/or promotional materials as the Promoter may deem fit and the Purchaser/s either in their individual capacity or as member/s of the Organisation shall not object thereto.

Owner

12.29 The Purchaser/s is/are aware of the various terms, conditions and stipulations mentioned by the KDMC and other concerned authorities while granting various approvals for the purpose of construction of the said Property and which terms, conditions and stipulations are more particularly mentioned in the permissions granted by KDMC and other concerned authorities and the Purchaser/s has/have read and understood the contents thereof and after being aware of the same in all

respects has/have agreed to acquire the said

entering into these presents;

12.30These covenants shall be binding and operative even after the formation of the Organization/Apex Body.

12.31 The Purchaser/s shall observe and perform all regulations which the Organisation may adopt at its inceptions and the additions, alterations or amendments thereof that must be made from time to time for protection and maintenance of the said formal the Flat therein and for the observance and performance of the building Rules, Regulations and Bye-Laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser / s shall also observe and perform all the stipulations and conditions laid down by the Organisation regarding the occupation and use of the Flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

12.32 The Purchaser/s shall have no claim, save and except in respect of the Flat. All other areas including common area and facilities will remain the property of the Promoter until the whole of the said Property is transferred as herein provided subject to the rights of the Promoter as contained in this Agreement.

Owner

Purchaser/s

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12.33 The Purchaser/s shall not enclose the said terrace/balcony till the permission in writing is obtained from the concerned local authority and the Promoter or the Society or the Limited Company as the case may be.

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

Act MOFA, RERA and the rules thereunder for Maharashtra any other

provisions of law applicable thereto or any other law applicable from time to time. The Purchaser/s hereby agrees to comply with, from time to time, all the requirements, requisitions, provisions etc. of the Applicable Laws as may be in force and/or come into force in respect of the Project

Purchaser/s hereby agrees that in the event of any amount by way of premium or security or any charges is payable to the Municipal Corporation or State Government or to the Utility Companies, or betterment charges or development charges, tax or security deposit charges for the purpose of giving water connection, drainage, connection and electricity connection or any other tax or payment of similar nature becoming payable by the Promoter, the same shall be paid by the Purchaser/s to the Promoter in proportion to the area of the said Flat and in determining such amount the discretion of the Promoter shall be conclusive and binding upon the Purchaser/s. It is agreed that the betterment charges referred to hereinabove shall mean

and include pro-rate charges which the Purchasers may be called upon to pay the Promoter in respect of installation of water line, water mains, sewerage lines, electric cables, electric sub-station (if any) making and maintaining of internal road, and access to the said Property drainages, layouts, etc. till handover of the Flat to the organization of all purchasers and this amount shall be in addition to any other amount mentioned under this Agreement. 6227

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12.37 The Purchaser/s shall not ask for any partition, and/ towards his/ her rights in the said Flat and/ or the said building. in

which the said Flat is situated and/ or of the said Property and Prope not ask for independent rights, access in the said by the the said Property and/ or any independent agree

agreement of the said Flat.

12.38 The Purchaser/s are aware that stilt car parking, podium car parking, covered parking and open car parking belong to the Promoter only and the same cannot be used by the Purchasers/ Ad-Hoc Committee/ Proposed Societies/ Managing Committee unless acquired from the Promoter under a separate allotment letter and or an Agreement is executed by the Promoter. The security of Promoter shall have every right to remove any such car/ vehicles parked by purchasers, Ad-Hoc Committee/Society Managing Committee from site, who have parked, without obtaining such allotment letter/ Agreement. Without prejudice to the aforesaid, it will be the personal, joint and several responsibility of members of the Adhoc Committee and/ or of the Committee of an Organisation, to ensure that, members and/ or the Purchaser/s do not park their cars, on any open area of the said Property, to whom, the Promoter have not allotted, any car parking, and in such an event, the person committing default, along with members of the Committee, shall personally be responsible, jointly and severally, for the costs and consequences thereof. The Purchaser/s are not allowed/ entitled to

use any area for car parking or otherwise unless the Promoter in writing permits the same.

proportion to the floor area of the Flat) of outgoings in respect of the said

Property and said buildings viz. local taxes, betterment charges and

13 OUTGOINGS:

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7. (Sever) days after notice in writing is given by the Promoter to the Purchase /s that the Flat is ready for use and occupation, the Purchaser /s shall be liable to bear and pay the proportionate share (i.e.

such ther charges as levied by the concerned local authority and/ or Soveryment, water charges, insurance, common lights, repairs and es of the clerk, bill collectors, chowkidars, sweepers, liftman, ctricians, maintenance and all other expenses necessary a incidental to the Management and maintenance of the Property and said buildings. Until the Organisation/s is formed and the building/s are transferred to it, the Purchaser/s shall pay to the Promoter whether demanded or not at all times such proportionate share of outgoings in respect of the said premises, all rates, taxes, dues, impositions, outgoings, burden, water charges, insurance premium, maintenance, common lights charges, repairs, salaries of employees collector, chowkidar, liftman, sweeper, etc...) and all other expenses of and incidental to the management and maintenance of the said building whether the same are charged separately or as a part maintenance bills in the manner as the Promoter may determine. The Purchaser/s further agrees that till the Purchaser/s' share is so determined the Purchaser/s shall pay to the Promoter provisional monthly contribution per month towards the outgoings charges, payable in advance for 24 months. The amounts so paid by the Purchaser/s to the Promoter shall be utilized/ spent for meeting the outgoing charges in respect of the said Flat/Project and the same shall not carry any interest and balance if any shall remain with the Promoter until the

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formation of Society/ Deed of Conveyance is executed in favour of the Society or Limited Company as aforesaid, subject to the provisions of the said Acts. On such conveyance or any other Deed as may be agreed between the Promoter and Organization being executed, the aforesaid and the below mentioned deposits subject however to the deductions by the Promoter of the amounts due and payable by the Purchaser/s of the premises to the Promoter under the terms and conditions of this agreement shall be paid over by the Promoter to the Organization. The Purchaser/s undertake to pay such provisional monthly contributions and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not with any the same for any reason whatsoever.

13.2 The Purchaser/s agree and confirm that as from the date of delivery of possession of the said Flat, the Purchaser/s and other purchaser/s shall observe and perform all the rules and regulations of Municipal Corporation and other statutory bodies and shall indemnify and keep indemnified the Promoter against any loss or clarkage.

- 13.3 The Purchaser/s shall in addition to consideration mentioned in this Agreement before the delivery of possession of the said Flat, per to the Promoter, the amounts also detailed in Annexure "2" hereto.
- 13.4 In the above payments/ deposits, if there is any increase in the rate of electricity service provider, gas services provider or any of the abovementioned items or any services, same shall be payable by the Purchaser/s before possession of the said Flat /Premises. In addition to the above any WCT Tax/GST and or any other new levies/ tax that may become due and payable at any time hereinafter on the aforesaid charges shall be borne and paid by the Purchaser/s alone.

Owner

- 13.5 The grill fitting in the said Flat will be done by the Purchaser/s, as per the design provided by the Promoter. The Purchaser/s will have to pay extra for the grill and for fitting thereof. The Purchaser/s will not be provided a separate grill, or allowed to make any change in the design or do any alteration with the grill. The Purchaser/s further undertakes not to fix or install the grill from outside of sliding window, which may damage, the elevation of the said buildings.
- 13.6 Before taking possession of the said Flat, the Purchaser/s will inspect the said Flat and will fully and completely satisfy himself/ herself/ themselves with the said Flat in respect of the area, item of work or quality of work or the materials used for construction of the said building and the amenities provided, and after taking possession, the Purchaser/s will not raise any claims about the area, amenities provided

Promoter /s with respect to the said Flat.

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The Proportier shall utilize the sum as referred to herein above for meeting al legal costs, charges including the professional cost of the Attorney/ Advocates of the Promoter in connection with formation of the

Organisation preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the conveyance/assignment of lease and in case of any short fall in the expenses, the Purchasen/s agree/s and accepts to pay the Promoter for the same.

Organisation/ as aforesaid. In the event of any additional amount becoming payable, the Purchaser/s shall forthwith on demand pay and deposit the difference to the Promoter. The aforesaid amount/ deposit shall not carry any interest.

13.9 Subject to what is stated herein above, the Promoter shall maintain a separate account in respect of sum received by the Promoter from the Purchaser/s as advance or deposit, on account of the share capital of

the Organisation, outgoings, legal charges and shall utilize the same for the purpose for which they have been received;

14. SET OFF/ ADJUSTMENT

The Purchaser/s hereby grants to the Promoter the unequivocal and irrevocable consent to recover/ set off/ adjust the amounts payable by the Purchaser/s to the Promoter including the total consideration, the said charges, interest and/ or liquidated damages from the amounts if any, payable by the Promoter to the Purchaser/s. The Purchaser/s agrees and undertakes not to raise any objection or make any claims with regard to such adjustment/ set off and the claims, if any, of the Purchaser/s, in that regard, shall be deemed to have been-waited.

15. FINAL TRANSFER DOCUMENT:

15.1 The Conveyance, Lease or Assignment of the structures and the entire undivided underlying land in favour of the Organisation under the MAO Act/ MOFA or RERA as the case may be shall be entired into within 12 months of obtaining the BCC or Occupation Certificates of the building on the said Property and the complete utilization with exploitation of the FSI and TDR potential of the laid Property by the Promoter and shall be subject to the receipt of all the outstanding payments from the respective buyers of the Flat in the said Property. Further, such Conveyance/assignment shall be in accordance either all the terms and conditions of this Agreement and will contain such terms and conditions as the Promoter may in their absolute discretion determine.

15.2 A Deed of Conveyance or Deed of Assignment to be executed in respect of the said Property in favour of the Organisation or Declaration to be submitted under the MAO Act/ MOFA and RERA other documents in favour of the Organisation shall inter alia contain the following:

Purchaser/s

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15.3 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 Promoter for safeguarding its overall interest in the said Property and the Building

15.4. a covenant by the Purchaser/s to indemnify and keep indemnified the Promoter against all actions, costs, proceedings, claims and demands in

the due observance and performance of the stipulations and restrictions contained herein and therein.

f the Promoter to full and complete access of the said Property for the construction of the additional structures as mentioned herein and

to sell or otherwise transfer the same and appropriate the entire sale eds thereof and the obligation of the Organization to admit suwichaser of the Flat comprised therein as its member without charging

any additional amount.

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Phomoters shall be entitled to construct site offices/ sales lounge in said Property and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Property or any portion thereof is conveyed/ assigned to the Purchasers and shall continue until the entire said Property is developed;

15.7 Even after conveyance of the said Property the Promoter sh continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any Flat or building or plot which is still not sold or allotted and shall be allowed to do so without any restriction or entry of the building and development of common areas;

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15.8 The Promoter shall be permitted access and entry to the buildings and the common areas on the said Property so as to discharge the obligations of the Promoter under Section 14(3) of the Real Estate (Regulation and

Development) Act;

15.9 The obligation of the Organization to become a Body as and when formed;

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the said Property by utilization of the fullest present of future and TDR thereof and upon completion of the tittre scheme of development of the said Property in accordance with radiente and completion of the infrastructure and common areas at recipital at the sale of buildings or built-up areas therein and receipt and sale, and other proceeds and deposits and amounts payable under these presents and the agreements to sell and/ or any other agreements made with purchaser/s and/ or lessees, licensees, etc. and formation of all society/ condominium and execution of conveyances/ deeds of assignment in favour of the Organisation and other organisations formed in respect of all the buildings constructed on the said Property.

15.11 The Advocates for the Promoter shall prepare and/or approve, as the case may be, deed of conveyance or deed of assignment in favour of the Organisation or the Declaration to be submitted under the MAO Act, the deeds of apartments or any and all other documents to be executed. All costs, charges, expenses including stamp duty, registration charges and expenses in connection with the preparation and execution of the deed of conveyance/deed of assignment declaration and other documents and formation and registration of the Organization shall be borne and paid by all the purchaser/s of the various Flat in the Building and/or Organization on its formation. Such amount shall be

kept deposited by the Purchaser/s with the Promoter at the time of taking the possession of the said Flat and shall, until utilization, remain with the Promoter.

15.12 Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the said Property or the Building or any part thereof save and except the said Flat agreed to be sold to the Purchaser/s.

16: "STAMP DULY AND REGISTRATION:

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he stamp duty and the registration charges of and incidental to this greement shall be borne and paid by the Purchaser/s. The Purchaser/s

tall at his/ her/ their cost and expenses, lodge this Agreement before is concerned Sub-Registrar of Assurances within the time prescribed the Registration Act, 1908 and after due notice in this regard the complete shall attend such office and admit the execution thereof.

Any notice, demand letter, intimation or communication ("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 mentioned in their respective description at the beginning of the agreement; Each party shall inform the other party in writing of any changes in his/i—contact details. Notices shall be deemed to have been properly given, if sent through any one of the modes viz. registered letter, courier service, personal delivery e-mail or facsimile. Date of service of a notice delivered personally, by courier service or registered letter shall be the actual date of such delivery. Date of service for facsimile notice shall be the business day after sending of such facsimile and the date of service of email Notice shall be deemed to be the date on which the email has

been sent by the concerned Party. The Parties hereby agree and undertakes to send/ receive any Notice to/ from the other Party by email to the email addresses specified in this Agreement.

18. INDEMNIFICATION BY THE PURCHASER/S:

The Purchaser/s hereby indemnify and keep indemnified the and hold the Promoter harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability linclud professional and legal fees in relation thereto) of hatsoever incurred or suffered by the Promoter directly or indiffectly in connection with: (a) the enforcement of or the preservation of any rights Promoter under this Agreement; (b) any breach and/ok Purchaser/s in the performance of any and/ or all obligations under this agreement; (c) any injury to any property(ies) or persons(s); or death of person(s); or damages to any property(ies) howsoever arising related to the use and/ or occupation of the said Flat and directly or indirectly as a result of the negligence, act and/ or omission of the Purchaser/s or his / her/ 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 said Flat.

19. DISPUTE RESOLUTION-

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All or any disputes that may arise with respect to the terms and conditions of the Agreement, including the interpretation and validity of the provisions hereof and the respective rights and obligations of the parties shall be first settled through mutual discussion and amicable settlement, failing which the same shall be subject to RERA Authorities,.

20. GENERAL PROVISIONS

20.1 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 Promoter, any agent, employee or representative of the Promoter or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser's or made available for the Purchaser's viewing. This Agreement shall form the only binding agreement between the parties hereto subject only to the termand conditions contained herein and this Agreement fully supersedes and replaces any previous writings, agreements, deeds, documents, including sales brochures, marketing materials, models, photographs,

videos, illustrations concerning the said Flat between the parties hereto.

表。C 2 20/2 The invalidity of any term, conditions 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.

No favoure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single for partial exercise or enforcement of any right or remedy under this greement shall preclude or restrict the further exercise or enforcement of any such right or remedy.

20.4 If there is more than one Purchaser named in this Agreement, all obligations hereunder of such Purchasers shall be joint and several. All communications shall be sent by the Promoter to the Purchaser whose

name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the

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purchasers.

20.5 Notwithstanding anything contained under this Purchaser/s has/ have expressly agreed, accepted and pay/ reimburse to the Promoter immediately as and when dermanded by the Promoter and/ or to the appropriate authorities all the future/ revised/ new Property/ Municipal Tax, Eduration C tax/GST, and/ or any other levies, taxes, cess, surfinarge d fine, penalty, interest, etc which may be under any name or payable and/ or may become payable due to change/ amend existing laws, rules or due to implementation/enactment of any new laws/ rules by the local bodies, State Government, Central Government or by any competent authorities. In determining such amount, the decision of the Promoter shall be conclusive and binding upon the Purchaser. The Purchaser/s shall pay such amount in addition to any amount mentioned under this agreement or otherwise. On the Purchaser/s committing default in paying any of the amounts as aforesaid, the Promoter shall be entitled at its own option to terminate this Agreement. Provided, always that the power of termination herein before contained shall not be exercised by the Promoter, unless and until the Promoter shall have given to the Purchaser/s 30 days prior notice in writing of its intention to terminate this Agreement and of the specific . breach or breaches of terms and conditions in respect of which; it is intended to terminate this Agreement and default shall have been made by the Purchaser/s in remedying such breaches within 7 days

Owner

after giving such notice.

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SCHEDULE OF THE PLOT NO. A

All those pieces and parcels of land bearing As per 7/12 extracts

	s.	Survey No.		Hissa	Area
	No.	New	Old	No.	(sq.mts)
	1.	61	363	21	2500
	2.	61	363	51	2900
	3.	61	363	80	3200
	4.	60	29	7	860
O m	5.	61	363	58	1600
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/io	9 1/Y				<u> </u>

lying being and situate at Village Thakurli, Dombivli (W), Taluka Kalyan, District Thane and within the limits of Kalyan Dombivli Municipal Corporation

CALL EVIS		
On or towards East	-	Property of Survey No. 61(363), Hissa No. 12,13
romor owards West	:	Property of Survey No. 61(363), Hissa No. 59,60
On or towards North	:	Property of Survey No. 61(363), Hissa No. 78,79,82
On or towards South		Property of Survey No. 61(363), Hissa No. 22,55,56

Owner

SCHEDULE OF THE PLOT NO. B

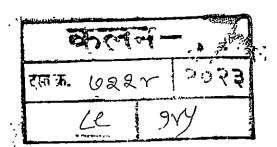
All those pieces and parcels of land bearing as per 7/12 extracts

s.	Survey No.		rey No. Hissa			
No.	New	Old	No.	(sq.mts)	-	
1.	61	363	17	1500	7	
2.	61	363	18	1900		_ 9
3.	61	363	19	4800	36.100	-
4.	61	363	20	14 दिएत क्र.	022V	२०.२.३
5.	61	363	51(Pt)	721.47	16 3	sy
6.	61	363	52	5800		
7.	61	363	53	600		
8.	61	363	54	900		
9.	61	363	55	1100		GISTR,
10.	61	363	56	800	4	H R
11.	61	363	57	1200	क्रिकाणाउँ	
-	<u> </u>	Tota	l Area	20721.47		

lying, being and situate at Village Thakurli, Dombivli (W), Taluka Kalyan, District Thane and within the limits of Kalyan Dombivli Municipal Corporation

Boundaries :-

	CT (OCO) Tions No. 13
:	Survay No. 61(363), Hissa No. 13
:	45 mtrs Ring Road
:	18 Mtrs Road
:	Survay No. 61(363), Hissa No. 18 and 14
	:



SECOND SCHEDULE OF PROPERTY

ECE OR PARCEL of the Self-Contained Ownership Flat bearing No.

on 11TH Floor, admeasuring 38.12 Sq. mtrs. Carpet area, in the

"SWAMINARAYAN CITY PHASE I/1A/1B/1C" Situated at Mauje Thakurli, Reti

Bańdar Road, Dombivli (West), Taluka-Kalyan, Dist Thane.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seals to this writing on the day and the year first hereinabove mentioned.

SIGNED & DELIVERED

By the withinnamed Promoter

M/s. SWAMINARAYAN LIFE SPACE LLP

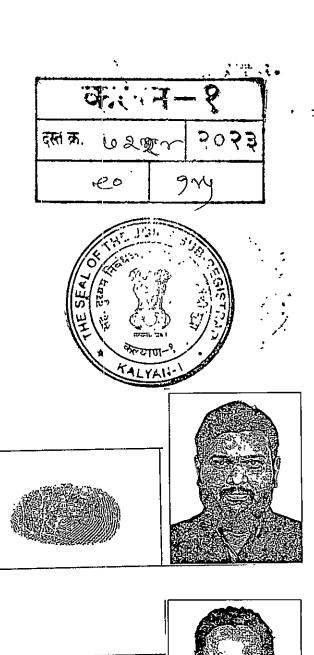
Limited Liability Partnership firm:

Through its partner/s

Mr. HEMANT MULCHAND PATEL







SIGNED & DELIVERED by the withinnamed PURCHASER(s)/ALLOTTEE

1. Mr. VIPUL VINAYAK KULKARNI

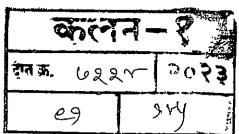






1.Mr. Gaudam.s. Rokade

2.Mr. Ashish R. Satardekar



Received a sum

RECEIPT

Received a sum of Rs. 2,05,000/- (Rupees Two Lakh Five Thousand only) prior to execution of this Agreement in the following manner:-

No.	Cheque No.	Date	Amount	Bank
1.	swipe	05/01/2023	51,000/-	
2.	IMPS	09/01/2023	33,000/-	
3.	IMPS	17/02/2023	1,00,000/-	
4.	IMPS 、	25/03/2023	20,000/-	*******
5.	IMPS	25/03/2023	1,000/-	
		Total	2,05,000/-	

From the Allottee herein as and by way of advance/part consideration payable by him to us in respect of the said Flat.

Rs. 2,05;000/

We say Received

For SWAMINARAYAN LIFE SPACE LLP

Authorized Signature

The Promoter

ANNEXURE - "1"

eg 349

CARPET AREA

Building Name

:- "ADONIA"

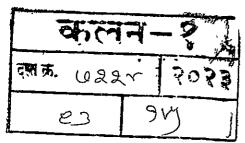
Flat No.

:- E/1102

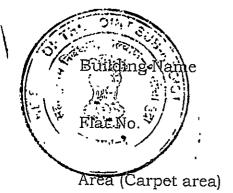
Area (Carpet area)

:- 38.12 sq.mtrs.

Carpet Area		Exclusive area		
<u>Particulars</u>	Sq.mtrs.	<u>Particulars</u>	Sq.mtrs.	
Including Inter walls as per RERA	38.12	Usable Enclosed Balcony, Usable Projected Balcony, Cupboard Area, F.B. area, Service Area	3.60	
Carpet Area	38.12	Exclusive free of cost area	3.60	



ANNEXURE - "2"



Total Consideration Of Flat

:- "ADONIA"

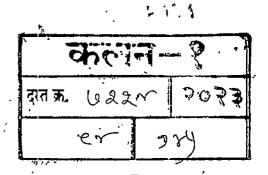
:- E/1102

:- 38.12 sq.mtrs.

Carpet Area		Exclusive area	
<u>Particulars</u>	Sq.mtrs.	Particulars	Sq.mtrs.
Including Inter walls as per RERA	38.12	Usable Enclosed Balcony, Usable Projected Balcony, Cupboard Area, F.B. area, Service Area	3.60
Carpet Area	38.12	Exclusive free of cost area	3.60

Actual Value	Rs. 41,99,748/-	(Rupees: Forty One Lakh Ninety Nine Thousand Seven Hundred Forty Eight only)
Stamp Duty, Registration Fees, GST, and any other		
Govt. Taxes extra as applicable		





PLOT A

All those pieces and parcels of land bearing As per 7/

S.	Surv	Survey No. Hissa		Area
No.	New	Old	No.	(sq.mts)
1.	61	363	21	250
2.	61	363	51	2900 .
3.	61	363	80	3200
4.	60	29	7	860
5.	61	363	58	1600
6.	60	29	8	180
		Total	Area	11240

lying, being and situate at Village Thakurli, Dombivli (W), Taluka Kalyan, District Thane and within the limits of Kalyan Dombivli Municipal Corporation

Boundaries:-

On or towards East	:	Property of Survey No. 61(363), Hissa No. 12,13
On or towards West	;	Property of Survey No. 61(363), Hissa No. 59,60
On or towards North	:	Property of Survey No. 61(363), Hissa No. 78,79,82
On or towards South	:	Property of Survey No. 61(363), Hissa No. 22,55,56

PLOT B

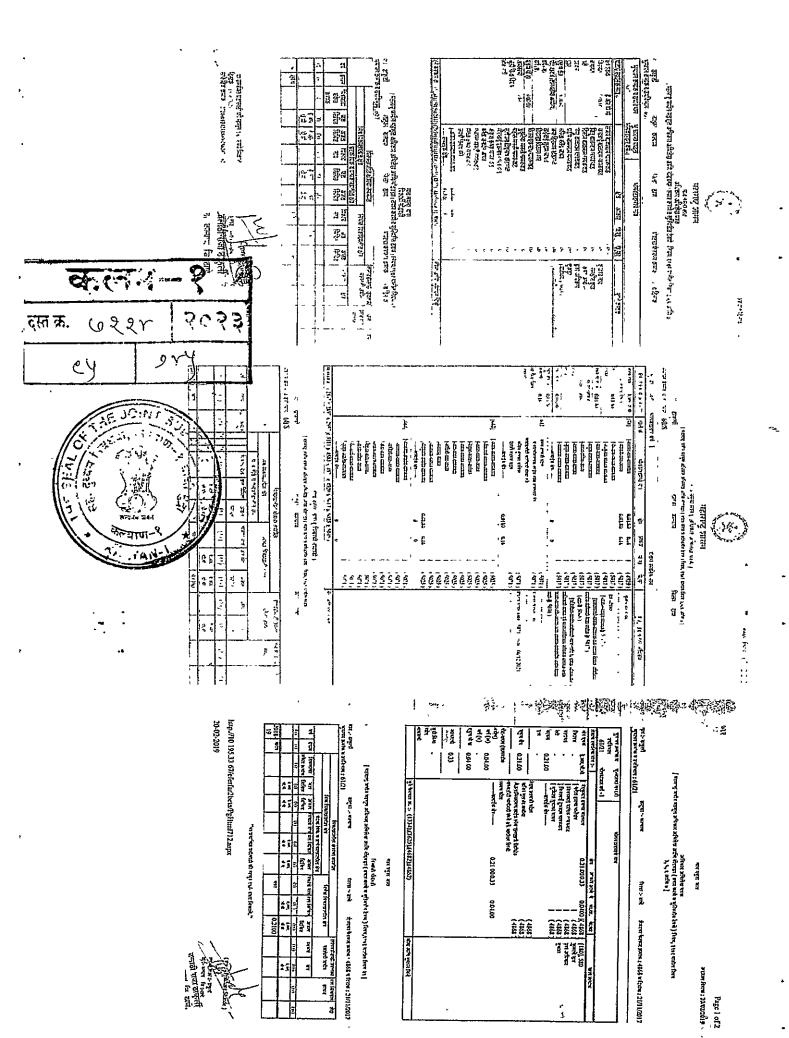
All those pieces and parcels of land bearing As per 7/12 extracts

s.	Survey No.		Hissa	Area
No.	New	Old	No.	(sq.mts)
1.	61	363	17	1500
2.	61	363	18	1900
3.	61	363	19	4800
4.	61	363	20	1400
5.	61	363	51(Pt)	721.47
6.	61	363	52	5800
7.	61	363	53	600
8.	61	363	54	900
9.	61	363	55	1100
10.	61	363	56	800
11.	61	363	57	1200
		Tota	al Area	20721.47

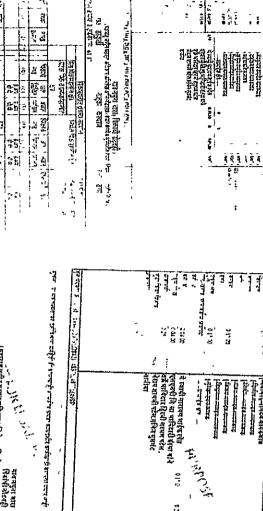
lying, being and situate at Village Thakurli, Dombivli (W), Taluka Kalyan, District Thane and within the limits of Kalyan Dombivli Municipal Corporation

Boundaries:

On or towards East	:	Survay No. 61(363), Hissa No. 13
On or towards West	:	45 mtrs Ring Road
On or towards North	:	18 Mtrs Road
On or towards South	:	Survay No. 61(363), Hissa No. 18 and 14



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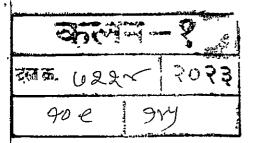
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# तहसिलदार तथा कार्यकारी दंडाधिकारी कार्यालय,कल्याण

मार्गिकार (१८००१-१८०१) भारत्वयावेवावार व्यूचने ते करावान्त्रि एकं स व १९८३ १६८०६वेर १८०० दोक व्यूचने कर विभाग करावाद, भारत्यक्षात्र स्थान १८०६ वर्षः कोड पार्चिकारिक सीत्युच्य प्रत्येक ६ स्त्रीचनी, ३०६७ ते तिमार्गिकारिक सीत्युच्य प्रत्येक ६ स्त्रीचनिक १८० विभाग भारत्यापीर्थ्यक्षात्रक १८०० वर्षः तिमार्गिकारिक सीत्युच्येक सीत्रक १८०० वर्षः ३०६० वर्षः भारत्यापीर्थ्यक्षात्रक १८०० वर्षः १८०० १८०० वर्षः

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प्रदेशकार्थितः रे/जभीनबाब-र /रूपोशस्य बार्लकसभारॐ-/१८

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#### तहसिलदार तथा कार्यकारी दंडाधिकारी कल्याण ता. कल्याण याचे कार्यालय

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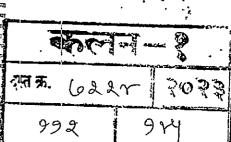


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महसूच थ यन विभाग, महामाद्र शासन यांनी निर्मायत भेजाच्या भक्तराष्ट्र क्यांन महसूच सहस् महसूच थ वर व्यापन महागड़ शासन साथा कामाना कामाना कामाना कामाना स्थापड़ जामन मृथ्यून राज्य (मृथाया) आफारेश रेक्क प्रथम प्रदान प्रदान महसूच अधिनात १९६६ च व्यापा ४२ च (१) मृगार व्यापा ४१ ४१ ४१ अस्म स्थाप अधिने अस्म तर्थ, ग्रह्मा व्यापा प्रशास प्रमास ४४ अस्म मध्ये प्रदेशी अस्म तर्थ, ग्रह्मा व्यापा स्थापी विद्यास प्रमास १९६६ चाच्या स्थापी विद्यास प्रमास अधिने व्यापा स्थापी विद्यास प्रमास अधिने व्यापा स्थापी विद्यास प्रमास विद्यास विद्यास प्रमास अधिने व्यापा स्थापी विद्यास प्रमास विद्यास विद्या 



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₹.	राकुला	2300 00	२७८	, square que com
रुपांतरी		₹300 00 X ₹ १७८=	5C38 80 X 4	१४१५७/-
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अकृतियद	ह आकारणी	एकुण		१६९८८.४०/-
•				2000

वरीलप्रमाणे रुपातरण कराची आपण चलनाद्वारं शासनजमा कराची सदर रक्कम आपण ग्रासनाय भरणा केल्याननर तसेच नियोजन प्राधिकारी यांचेकडून वाधकामावावत परवानमी none( प्रात केल्यानतर २) जीमनीचे अद्यावत गाव नमुना नं ७/२२ उतारे २) वाधकाम परवानगीच्या प्रमाणपत्राची प्रतायक मा जिल्हाधिकारी दाणे याचे कार्यालयात सनद मिळणेकामी अर्ज करावा





#### तहसिलदार तथा कार्यकारी दंडाधिकारी कल्याण ता. कल्याण यांचे कार्यालय

THE THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.

teria- Wier anse

. इति.र्मायन पुलर्चेद धाविया (जियन मासक याचे पृत्यु या.) रा.२/५, रत्ना निवास, भहर राष्ट्र, भागी पार्थेट इविचनी (पुर्ग)

विषय:- क्यांतरीनकर (CONVERSION TAN) भेरून प्रणीयाव

7.7	(१६व अगानं ध्येत्र्यः) -	क्योतरहर यह भारत सम्बद्धाः क्षेत्र (ची.ची.)
C2/E6	\$1400 00	\$4,00 po
EE/82	\$\$30.00	₹\$00.00
CE/50	\$X00.00	\$ 200 00
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3 अपन या प्रामानकार रामतास कर प्रभावस्य स्वाप्त अञ्च अपना या प्रामानकार रामतास कर प्रभावस्य स्वाप्त अञ्च स्वाप्त स्वप्त स्वप्त

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आकारणो निश्चित करण्यात याची असे निर्देश देण्यात आलेले आहेत. त्यानुसार व मा. जिल्हाधिकारी टाणे याचेकडील दिनांक १६/०३/२०१७ रोजीचे परिपत्रकान्वये दिलेल्या सुचनांप्रमाणे आपण विनंती केलेल्या विययाकीत जमीन मिळकतीची खालील रुपांतरीत कराची रक्कम आपणास कळविण्यात येत आहे.

सदर रुपांतरीत कराची रक्कम हो महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम १५७ मधील तरतुर्दोना अधीन राहून उपलब्ध कागदपत्रानुसार व कल्याण डॉबिबली महानगरपालिका कल्याण यांचेकडील झोनवाबतचे पत्र, त्यामध्ये नमुद असलेली टिप, वास्तुविशारद यांचेकडील पत्र व आपण सादर केलेले प्रतिज्ञापत्र यास अधिन राहुन भरून घण्यात येत आहे सदर जागेचा वापर जमीन मालकाकडुन होती अथवा अन्य कांणाकडुन होतो यावावतची जवाबदारी महसूल खात्याची नसेल. तसेच सदरचा रूपांतरीत कर फयत कल्याण डोवियली महानगरपानिका यांचेकडील झोन दाखल्यामध्ये नमृद प्रयोजनासाठी भरून घेण्यात चेत आहे. तसेच सदरचा रुपातरात कर भरुन घेताना वास्तुविशास्य वाचेकडील दाखल्यानुसार हरीत विभागाने वाधित अमलेली जागा वगळण्यात आलेली आहे. मात्र अशा आरक्षित जागेवर प्लॅन मंजुर झाल्यास व नवीन प्लॅन वापर सुरु करण्याआधो, मंबंधीत वापराच्या अनुषंगाने रुपांतरीत कर अकृषिक कर भरणा करून घेणे आवश्यक असेल तथापि, सदर रुपातरीत कराची रक्कम शासन जमा केलेच नतर भविष्यांत उक्त जमीन मिळकतीचे मालकोसटमांत कोणताही बाद किंवा कोणतीही न्यायालयीन वाव उद्भवल्यास त्याची सर्वस्वी जवायदारी आपली

अ.क्र.	गावाचे नांव	एकुण क्षेत्र (चो.मी.)	<u> </u>
	ठाकुली	\$8300.00	रुपांतरीत कराची रक्कम
<u></u>		कुण	१४७६६८.४०/-

वरीलप्रमाणे रुपातरण कराची आपण चलनाहारे जायनजमा करावी सदर रक्कम आपण शासनाम भरणा केल्यानतर तमेच नियोजन प्राधिकारी यांचेकडून वांधकामाबावन परवानगी (IOD:CC) प्राप्त केल्यानंतर १) र्जामनीचे अद्यावत गाव नमुना नं ७/१२ उतारे २) बांघकाम परवानगीच्या प्रमाणपत्राची प्रतीसह मा.जिल्हाधिकारी टाणे याचे कार्यालयात सनद मिळणकामी अर्ज करावा.

(संपक आकड़े) तहसिलदार कल्याभा

研究 しょえべ

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#### तहसिलदार तथा कार्यकारी दंडाधिकारी कल्याण ता. कल्याण यांचे कार्यालय

गाःशिस्त्रा(प्रचारी क्रण (महत्तूस आधा)

होत्र ८६०.०० १८०.०० १०४०.००

3

- ध्यमुल व वर शिक्षम, मध्यत्व धारणकाम मार्ग कृतत्का भागः वृत्तर १०० कञः चारणचील मार्गस्य मार्गस्य मार्गका नागः तः आपनेधारील तर वत्तरसम्बद्धान ४०४४ स्टब्स्ट सः सा सामाना तार्वतः १९४७ हिल्लाः १४०४ स्टब्स्ट

अर्भदार थी रहीन मुलचंद पाविषा धोनी योत्रे डावुनमें वचील विषयों की भिडवसीचा वहाल्ट्र अधन महान्त राष्ट्रिया सुभारण अभ्यादम २०६० स महाराष्ट्र आंत्र महान्त्र राष्ट्रिया रहित स अपनिया स्थाप अभ्यादम २०६० स महाराष्ट्र आंत्र महान्त्र राष्ट्रिया रहित स अपनिया साथ स्थाप अभ्यादम स्थाप स्

दलक. ७२२०

मवर्गासय पत्ता - दिवाणी न्यायास्थासभीर देश्वे स्टेशन व्यवध्य ता काल्याण कि ठाणे विश्व कोह - ४२० ३०

प्राप्तक अनेदार वांची विश्वविद्या विद्यालकोच स्थापिककोच करा २ भोजन व्यक्त रहा १ वला । केल अग्रम विश्वविद्या गाउको हा चौरावदा वस ३ में च्युव येत समय अस्या जान व्यक्त स्थाप र पद्म विकास सामनेपुरास सामूर्तिय वाचसमाचार कन्याम क्रांबवाची सदानसर व्यंवपार अन्दर्न ४ ८ क्ष्मान प्राप्त साम्यले प्रधानकी स्वयंत **पे**क्सेल आहण main विकासकित विकास हो भोगवटा को २ कड गर्दछनच स्मादर पार्टक भारतात

SOUTH STATE OF STATE

्रिक्ष के स्थान व्यक्तिकार के स्थान

Cor familiar, halyes

#### ANNEXURE - "6"

# KALYAN DOMBIVALI MUNICIPAL CORPORATION, KALYAN

APPENDIX 'D-1'

FORM FOR SANCTION OF BUILDING PERMISSION AND COMMENCEMENT CERTIFICATE

To,

Mr. Ankush Krishna Gaikwad & Others.

POA -: M/s. Swaminarayan Life Space LLP Through

Mr. Sachin Mulchand Vaviya.

Architect:- Shri. Vijay Pathak, Navi Mumbai

Structural Engg:- Shri. Manoj Ramkrishnan, Mulund.

स्तक. ७२२ २०२ १९५ १९५ With reference to your application dated 08/07/2022 for the grant of anction of Commencement Certificate under Section 44 of The Maharashtra Fegional and Town Planning Act, 1966 read with Section 253 of Maharashtra nunicipal Corporations Act, 1949 to carry out development work/ Building on Strvey No. 60/7, 60/8, 61/17, 61/18, 61/19, 61/20, 61/21, 61/51, 61/52, 61/53, 61/54, 61/55, 61/56, 61/57, 61/58, 61/75C, 61/80, 61/81, 61/95 Village — Thakurli situated at Road/Street Reti bandar Road, Dombivali west, the Revised Commencement Certificate/Building Permit is granted under Section 45 of the said Act, subject to the following conditions.

- 1. The land vacated in consequence of the enforcement of the set-back rule shall form part of the public street in future.
- 2 No new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy certificate is granted.
- 3 The Commencement Certificate/ Building permit shall remain valid for a period of one year commencing from the date of its ssue unless the work is not commenced within the valid period.
- 4. This permission does not entitle you to develop the land which does not vest in you

Office No. KDMC | TPD | BP | DOM | 2018-19 | 0026 | 294. Office Stamp

Date: 19/10/2022.

Yours faithfully,



Assistant Director of Town Planning
Kalyan Dombivali Municipal Corporation, Kalyan.

Page No.14

हिल होंगे होतिवली हैं। कल्याण डोंबिवली महानगरपालिका नगर रचना विभाग

पुधारीत बाँधनाम पुरानाम क KDMC TPD BP DOM 2018-19 0026 294.

महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे कलम ४४ तसेच ग प्रा व न र अधिनियम १९६६ चे कलम ४५ नुसार मौजे—ठाकुर्ली येथील सनं ६०/७, ६०/८, ६१/१७, ६१/१८, ६१/१९, ६१/२०, ६१/२१, ६१/५१, ६१/५३, ६१/५४, ६१/५५, ६१/५६, ६१/५६, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/५८, ६१/६८, ६१/६८, ६१/६८, ६१/६८, ६१/६८, ६१/६८, ६१/६८, ६१/६८, ६१/६८, ६१/६

Ancillary FSI चा विचार करुन एकुण ७३१७०.१८ चौ.मी. वाधकाम श्लेत्राया करण्यासाठी केलेल्या दिनाक ०८/०७/२०२२ च्या अर्जास अनुसरुन, खालील अर्थ गहून गसेच नकाशावर हिरव्या रंगाने दुरुस्ती दाखविल्याप्रमाणे वाडेभिंतीच्या बाधका प्रमाणपत्र देण्यात येत आहे.

<u>फॉट अे</u>

इमारत—अं, बी, सी.— स्टिल्ट (पै), तळ (पै), + पोडियम पार्किंग + चोवीस मजले (रहिवास+ वाणिज्य)

#### <u>प्लॉट बी —</u>

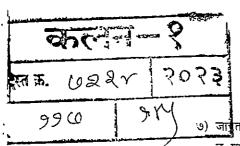
इमारत डी:—स्टिल्ट (पै), तळ (पै), + चार मजले पोडियम पार्किंग + अठावीस मजले (रहिवास) कृषिज्य) हमारत इ:— स्टिल्ट (पै), तळ (पै), + पाच मजले पोडियम पार्किंग + पसत्तीस मजले (रहिवास) कृषिज्य) कि इमारत एफ:—स्टिल्ट (पै), तळ (पै), + पाच मजले पोडियम पार्किंग + पसत्तीस मजले (रिवास) कि इमारत जी:—स्टिल्ट (पै), तळ (पै) + तीन मजले पोडियम पार्किंग + तेहत्तीस मजले इमारत एच:—स्टिल्ट (पै), तळ (पै), + तीन मजले पोडियम पार्किंग + चोवीस मजले (रिवास) (रिवास)

#### <u>अटी व शर्ती :--</u>

- २) वांधकाम चालू करण्यापूर्वी सात दिवस आधी महापालिका कार्यालयास लेखी कळविण्यात यावे
- UDCPR मधील Appendix-F नुसार वाडेभिंत व जोत्याचे बांधकाम झाल्यानंतर वास्तुशिल्पकाराचे
   प्रमाणपत्र महानगरपालिकोस सादर करण्यात यावे व त्यानंतरच पढील बाधकाम करण्यात यावे.
- ४) सदर अभिन्यासात कोणत्याही प्रकारचा फेरफार पूर्व परवानगी घेतल्याशिवाय कर न्ये.
- ५) UDCPR मधील विनियम क. १२.१ ते १२.३ नुसार इमारतीच्या बांधकामाच्या चुरिक्षततेची (स्ट्रक्चरल सेफ्टी) जबाबदारी सर्वस्वी वास्तुशिल्पकार, Structural Engineer व परवानगीधारक याचेवर राहिल, याची नोंद घ्यावी.
- भूखडाकडे जाण्या—येण्याच्या मार्गाची जबाबदारी सपूर्णपणे आपलेकडे राहिल बाधकाम प्रारंभ प्रमाणपत्र नियोजित रस्त्याप्रमाणे दिले असल्यास त्या रस्त्याचे काम महानगरपालिकेच्या सोयी प्रमाणे व प्राधान्याप्रमाणे केले जाईल व तसा रस्ता होईपर्यंत इमारतीकडे येणा—जाण्याचे मार्गाची जबाबदारी सर्वस्वी आपली राहिल

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७) जार्ौत जूने भाडेकरु असल्यास त्यांच्याबाबत योग्य ती व्यवस्था करावयाची जवाबदारी मालकाची राहिल व मालक भाडेकर याचेमध्ये काही वाद असल्यास किवा निर्माण झाल्य स त्याचे निराकरण मालकाने करणे आवश्यक राहिल.

) सदर जागेत विहीर असल्यास ती संबंधित विभागाच्या परवानगी शिवाय बुजबू नये ) सदर जागेतून पाण्याचा नैसर्गिक निचरा होत असल्यास तो जलनि:सारण विभाग,(क.डो.म पा ) च्या परवानगीशिवाय वळवू अथवा बद करु नये.

) यांधकामाचे माहित्य रस्त्यावर टाकावयाचे झाल्यास महापालिकेच्या बाधकाम खात्याची परवानगी वेणे आवश्यक राहील व त्याकरीना नियमाप्रमाणे लागणारी रक्कम (दंड झाल्यास त्यासह रक्कम) भरावी लागेल तसेच निरूपयोगी साहित्य महापालिका सांगेल त्या ठीकाणी स्वखर्चाने वाहून टाकणे आपणावर वधनकारक गहील

- ११) सदर जागेन बाधकाम करण्याबाबत पूर्वीची बांधकाम परवानगी असेल तर ती या वाधकाम परवानगीमुळे अधिकमीन (Supersede) झाला असे समजण्यात यावे
- १२)रेखाकन प्रस्तावातील मर्व भूखंड रस्ते, खुल्या जागा, यांची प्रस्तावित नकाशाप्रमाणे जागेवर आखणी भूमी अभिलेख यांचेमार्फन करुन ध्यावी
- १३)भूखडातील आरक्षित भाग समतल करुन तसेच विकास योजना रस्ते रितसर नोंदीकृत करारनामा व खरेदीखतासह क डो म पा स विनामृल्य हस्तातरित करावे.
- १४)वापर परवाना दाखला घेण्यापुर्वी जलिनि सारण विभाग व मलिनि.सारण विभाग, अग्निशमन विभाग, पाणी पुरवठा विभाग, उद्यान विभाग, क डो म पा याचेकडील ना—हरकत दाखला वाधकाम नकाशासह सादर करणे आपणावर बंधनकारक राहील
- १५)जांगेच्या मालको हक्काबावत काही वाद असल्यास अथवा निर्माण झाल्यास त्याचे संपूर्ण निराकरण करण्याची जवाबदारी आपली राहील
- १६)ओल्या व सुक्या कचऱ्यासाठी स्वतंत्र कचराकुडयाची व्यवस्था करणे आप्णावर वधनकारक गहील
- १७)UDCPR मधील विनियम क १३२ नुसार ४००० चौ.मी पेक्षा जास्त क्षेत्राच्या भुखडावरील इमारतीत सौरउर्जा उपकरणे बसवणे आपणावर बधनकारक गृहील
- १८)UDCPR मधील विनियम क १३३ नुसार भुखडावरील इमारतीत रेन बॉटर हार्वेस्टिगबाग्रत अमलवजावणी करणे आपणावर वधनकारक राहील
- १९)वापर गरवाना दाखला घेणेपूर्वी महसूल विभागाकडून गौणखनिज स्वामित्वधन रक्कम शासनास जमा केलेबाबनचा ना हरकत दाखला सादर करणे आपणावर बधनकारक राहील.
- २०) वापर परवाना दाखल्यापूर्वी मा जिल्हाधिकारी, यांचेकडील सनद सादर करणे आपणावर बंधनकारक गहील
- २१) UDCPR मधील विनियम क १३.४ नुसार ग्रे—वॉटर रिसायकर्लींग बावत कार्यवाही करणे तसेच संबंधित विभागाचा ना हरकत दाखला सादर करणे आपणावर बंधनकारक राहील.
- २२) UDCPR मधील विनियम क १३.५ नुसार वनकचरा व्यवस्थापना ब बत कार्यवाही करणे तसेच संविधत विभागाचा ना हरकत दाखला सादर करणे आपणावर बधनकारक राहील
- २३) नकाशात हिरच्या रगाने केलेल्या दुरूस्त्या आपल्यावर बंधनकारक राहतील.
- २%) इमारतीचे बाधकाम या सोवतच्या मजूर केलेल्या नकाशांप्रमाणे आणि वरीलप्रमाणे घालून दिलेल्या अटींप्र्रमाणे करणे आपणावर बधनकारक राहील
- २५) वांधक्राम पुर्णत्वाचा दाखला घेणेपुर्वी इमारतीच्या आवारात सी सी.टी कॅमेरा लावणे आपणावर बंधनकारक राहिल.



- २६) प्रकरणी आपणास सदर बांधकाम परवानगी देतेवेळी देण्यात आलेले फी पत्रामध्ये सुट देण्यात आली असून सदर सुटीच्या अनुपंगाने पुढील टप्पा विहित मुदतीत भरणे आपणावर बधनकारक राहिल.
- टिप:— UDCPR नुसार वरीलपैकी आपणास लागु असलेल्या अटींची पूर्तता करणे आपणावर बंधनकारक राहील, याची नोंद घ्यावी.
- इशारा:—मंजूर बांधकाम प्रस्तावाव्यतिरिक्त केलेल्या अनिधकृत फेरबदलांबाबत आएण महाराष्ट्र प्रादेशिक नियोजन व नगररचना अधिनियम, १९६६ मधील कलम—५१ ते ५७ च्या तरतूदी नुसार दखलपात्र गुन्हयास पात्र राहाल.

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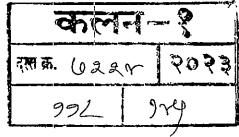
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ц	ARI 020110	६१९३६७७०/—	६१९३६७७/—	AC21905	१४/१०/२२	-	_
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۵	ASI 010518	२४६५५९२०/	२४६५५९२/—	AC21911	१४/१०/२२	-	-
९	ARI 020519	६१९३६७७०/—	६१९३६७७/—	AC21905	१४/१०/२२	_	
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प्रत:- १) कर निर्धारक व संकलक कडोंमपा कल्याण

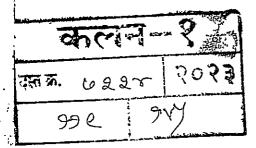
२) प्रभाग क्षेत्र अधिकारी 'ह' प्रभाग क्षेत्र



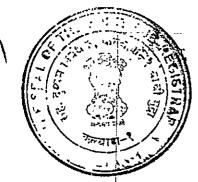




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#### ANNEXURE - "7"





#### 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 - P51700049570

Project' Swaminarayan City Phase 1C . Plot Bearing / CTS / Survey / Final Plot No .S.no. 61/55, 61/19, 61/20 at DOMBIVLI, Kalyan, Thane, 421202;

- 1. Swaminarayan Life Space Llp having its registered office / principal place of business at *Tehsil Kalyan, District:* Thane, Pin 421201
- 2. This registration is granted subject to the following conditions, namely-
  - The promoter shall enter into an agreement for sale with the allottees,
  - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the
    allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate
    (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates
    of Interest and Disclosures on Website) Rules, 2017,
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

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 15/02/2023 and ending with 31/12/2029 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 Ac; and the rules and regulations made there under;
- That the promoter shall take all the pending approvats from the competent authorities
- 3 If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under

Signature valid Digitally Signed by Dr. Vasant Premanand Prabhu (Secretary, MahaRERA) Date:15-02-2023 16:01:19

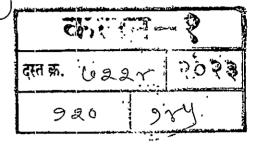
Dated: 15/02/2023 Place, Mumbai

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

#### ANNEXURE "8"



CITY ENGINEERING SERVICES



Date: 03-03

#### STABILITY CERTIFICATE

#### TO WHOMSOEVER IT MAY CONCERN

 Proposal: Proposed "E-Wing At Swammarayan City Phase – 1C" Situated Plot Bearing Survey No. 61(363), Hissa No. 17, 18, 19, 20,51(Pt), 52, 53, 54 And 57, Of Mauje Thakurli, Taluka – Kalyan, District – Thane, Pin 421202"

- 2. Name & Address Of Owner : M/s Swaminaryan Lifespaces LLP.

  Mauje Thakurli, Taluka-Kalyan, District Thane
- 3. Name & Address Of Architet: Arch. Vijay Phatak (AVP )Juhi Niharika

  Mirage, 5th Floor Office No.508 Plot No.274. Kopra Rd Sector 10 Kharghar, Navi

  Mumbai-410210

This is to certify that the above-referred Building have been designed for Stilt+ 5 Floor Podiums Parking + 35 Upper Floors(Residential & Commercials) & worked out so as to able to resist the seismic forces as per the provisions of the I.S. code No IS No 1893,1984 and IS 13920- Criteria for the earthquake resistant design structure (4th revision) (Amendment No.1) and IS No. 4326-1993-code of practice for earthquake resistant.

I am fully responsible for all the consequences due to earthquake Failing to which I will be liable for any legal actions as per provision of law Thanking You,



MANOJ RAMAKRISHNAN STRUCTURAL CONSULTANY BMC. STR/R/60

Manoj Ramakrishna

BMC/STR/R/60

GEETA SADAN, ROOM NO 12, 1ST FLOOR, NETAJI SUBHASH ROAD, NEAR DHANWANTRI HOSPITAL, MULUND (WEST). MUMBAI-400030

#### ANNEXURE"9"

### SCHEDULE OF AMENITIES AND FACILITIES

#### SCHEDULE OF

• R.C.C

Earthquake Resistance

EXTERNAL FEATURES

Decorative Entrance Lobby.

Power Backup Elevators, Staircase, Common Lights & Water

Pumps. Elevators, Staircase,

Pumps. Elevator of Reputed Brand.

FLOORING

929

PLOORING

Elegant Vitrified Tiles in Entire Flat.

Sood Quality Anti-skid Bathroom & Flower Bed.

WALA FINISH

m/P.O.P. Finished Wall & Ceiling. OBD Paint in Complete Flat.

mi Acrylic Paint for External Walls.

#### KITCHEN

Granite Kitchen platform with stainless steel sink. Provision for water purifier.

Good quality design tiles above platform upto above door.

#### BATHROOM

Provision for heater in Common bathrooms. Concealed CPVC/GI Pipes. Jagur/Equivalent concealed plumbing fittings.

All Bathrooms beautifully designed with premium designer good quality tiles to door level.

#### DOORS

Decorative Main Door.

Good Quality Wooden frames with oil paint finished/melarhine Branded accessories on all doors in entire flat.

# 922 9Y

#### WINDOWS

Elegant French windows with marble sills.

Colour anodized/power coated aluminium sliding window with mosquito net shutter.

#### ELECTRICALS

Single Phase connection in each flats.

Well planned concealed electrical points with branded /ISI quality wiring. T.V. and Telephone points in entire flat. Fan and Tube light points in entire flat.

Distribution board with ELCB & Circuit breaker & branded modular switches.

#### ELECTRICALS

C.C.T.V. Security system on ground level. Flat to Flat security intercom system.

Fire fighting system.

#### Annexure - "10"

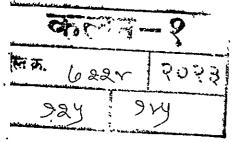
Total Consideration of the said Flat No. **E/1102** of 38.12 sq.mtrs. carpet area is Rs. 41,99,748/- out of which we have received a sum of Rs. 2,05,000/- and the Balance amount of Rs. 39,94,748/- will be pay as per following Payment Schedule

<b>क्लान-१</b> सन्ह. ७,३२४ २०	PAYMENT SCHEDULE		
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	Within 15 days from the date of D. 1:		
To day o it offi are date of booking			
4 2 3 3	on intimation of commencement of Plinth work		
10/64	on intimation of commencement of slabs (Divided in to total No.		
16/5   was 3 000 blads. Demand will be sent for two slabs together on			
ommencement of the first slab)			
[四] 点 5%	n intimation of commencement of the flooring work		
5% on intimation of commencement of the door & windows work,			
and windows work,			
Marine Land	on possession		
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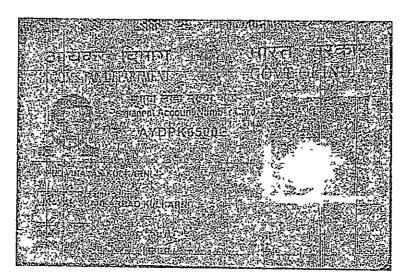
Owner

Purchaser/s

Annexure - "11" <u>PLAN</u> दलाक. ७ ११ 928 TOILET CUPBOARD TOILET LIVING BALCONY Purchaser/s



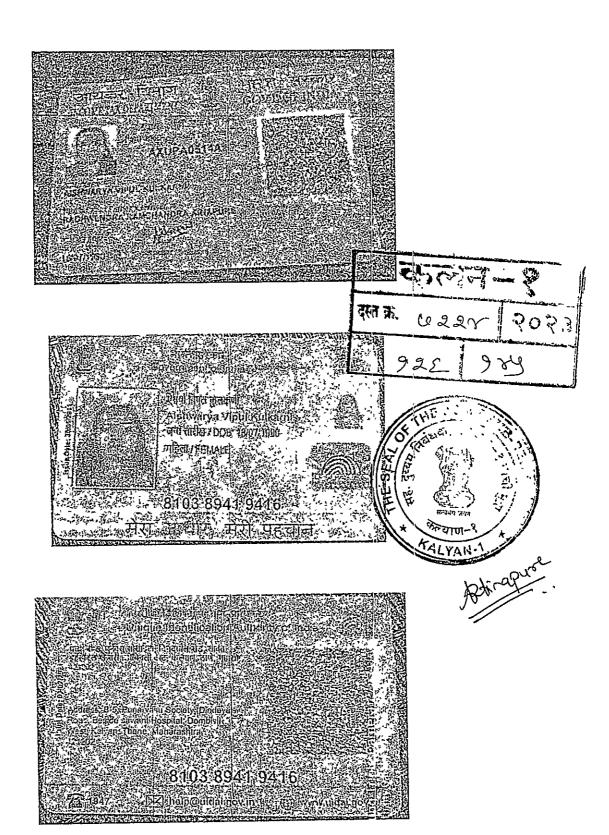


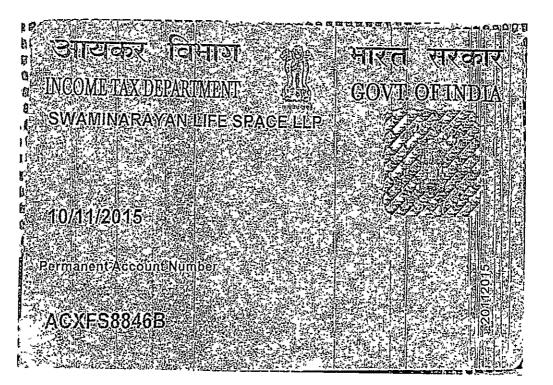


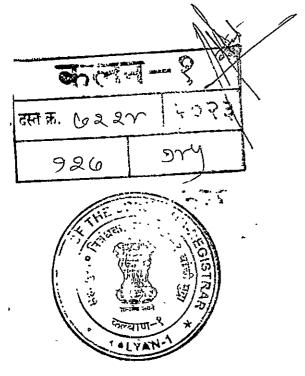
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**-72/5193** 

पावती

Original/Duplicate

Wednesday, May 15, 2019

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Regn.:39M

6:25 PM

पावती कं.: 5982

दिनांक: 15/05/2019

गावाचे नाव: डोंबिवली (नवी)

दस्तऐवजाचा अनुक्रमांक: कलन3-5193-2019

दस्तऐवजाचा प्रकार: कुलमुखत्यारपत्र

सादर करणाऱ्याचे नावः दिव्येशभाई अरर्विदभाई सोजित्रा

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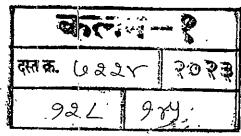
वाजार मुल्य: रु.0 /-मोबदला रु.0/-

भरलेले मुद्रांक शुल्क : रु. 500/-

1) देयकाचा प्रकार: By Cash रक्कम: रु 100/-

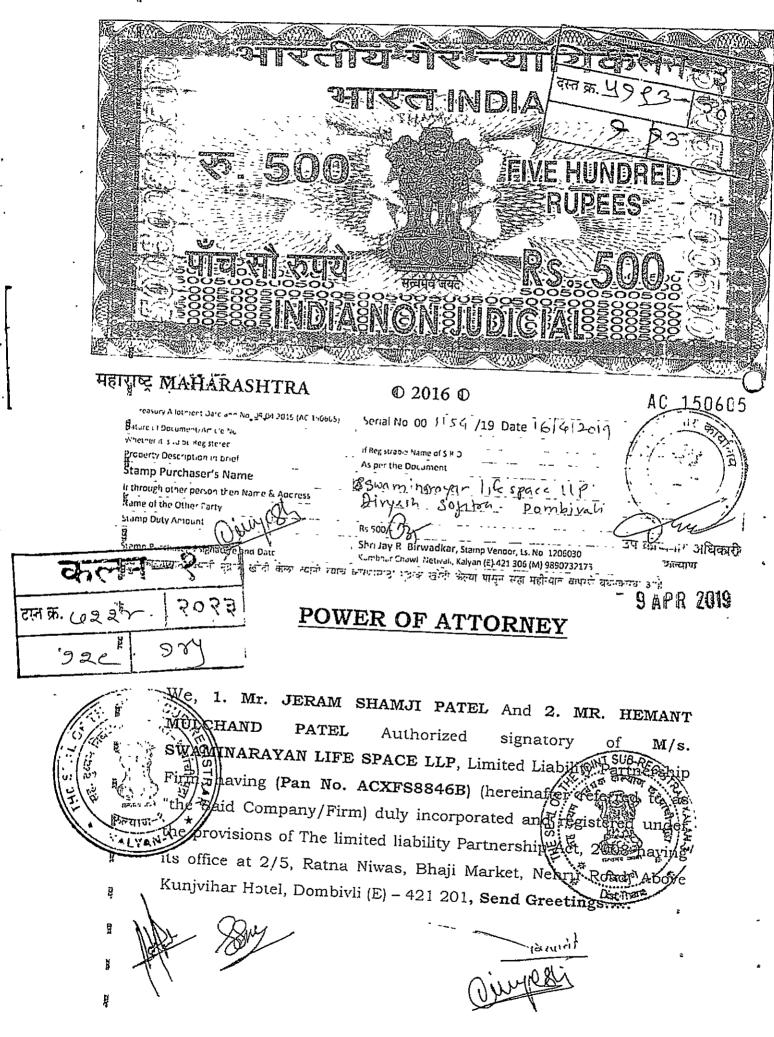
2) देयकाचा प्रकार: By Cash रक्कम: रु 260/-

Joint Sub Registrar Kalyan 3 हि द्वर्यम निबंधक वर्ग-३ कल्याण छ-३





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WHEREAS the said Company/Firm M/s. SWAMINARAYAN LIFE SPACE LLP, by its Board Resolution dated 240,4120 authorized and empowered us, jointly or severally to sign and execute document for and on behalf the said Company/Firm for the transactions of Flat in District Thane, Taluka Kalyan and for the said purpose execute Agreement for Sale, Declaration, Affidavit, applications. letters, forms and correspondence as may be necessary in connection therewith AND to lodge and register the deeds & documents before the concerned joint/sub-registrar of Assurances and to complete registration of all the documents and.

to do all acts, deeds, matters and things as may be required.

सात्र. ७२१४

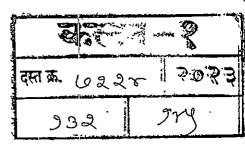
AND WHEREAS it is practically not possible for me/us to attend 91 the registration of aforesaid documents at the office of sub-Registrar in Taluka Kalyan, Dist. Thane and therefore We hereby nominate, constitute and appoint 1. Mr. DIVYESHBHAI ARVINDBHAI SOJITRA (PAN NO GCQPS2642J) AND 2. Mr. GANESH SADASHIV PALANDE (PAN NO. AVPPP3959H) as to be sim/our true and lawful attorney to act, jointly or severally, on Ty/our behalf to do the following acts, deeds, matters and things:

1. To lodge various Deeds of Agreement for Sale, Declaration, Affidavit, applications. letters, forms and correspondence as may be necessary in connection therewith, executed by me/us as authorized signature of M/s. SWAMINARAYAN LIFE SPACE LLP, and to remain personally present before the Joint/Sub-registrar/s of Assurances and Online the execution thereof, on my/our behalf.

2. Obtain the certified copy of index II of the documents from the Joint/Sub-registrar/s evidencing registration thereof, on my/our behalf.

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To do all or any of the other acts, wheeds, matters 3. for completing registration of the aforesaid deeds documents, on my/our behalf.

I/We as Authorized Signatory of M/s. SWAMINARAYAN LIFE SPACE LLP, shall ratify and confirm the acts done by the Attorney, which the Attorney shall lawfully do, by virtue of these presents.

in witness whereof, we have signed on this ...... day of May 2 Wat . Dombinoul

SIGNED, SEALED & DELIVERED

By the withinnamed

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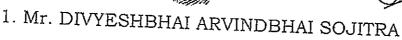
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horized Signatory of

M/s. SWAMINARAYAN LIFE SPACE LLP

Limited Liability Partnership firm

WE ACCEPT THE POWER



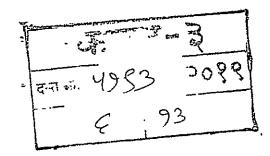


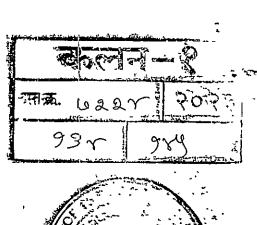








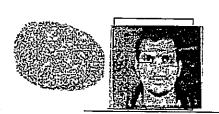










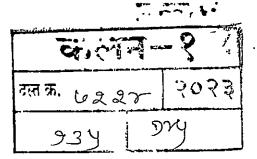


## 2. Mr. GANESH SADASHIV PALANDE

in the presence of

1. Project Sutter
2. Ahinde Byoti Shinde

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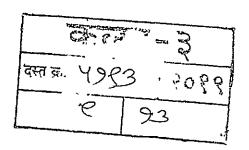


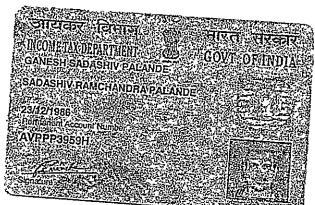
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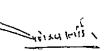
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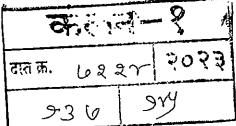










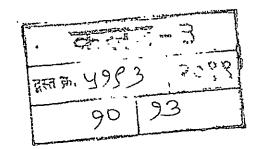




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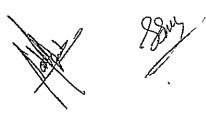
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991 दस्त क्रमांक: 5193/2019

दन्त क्रमांक कलन3 /5193/2019

वाजार मुल्य: रु. 00/-

मोबदला: रु. 00/-

भरलेले मुद्राक शुल्क: रु 500/-

दु. नि. सह. दु. नि. कलन3 याचे कार्यालयान

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रोजी 6:31 म.नं वा हजर केला

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पावनी दिनांक: 15/05/2019

सादरकरणाराचे नाव: दिव्येशभाई अर्रविंदभाई सोजित्रा

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Joint Sub Registrar Kalyan 3

Joint Sub Registrar Kalyan 3

दस्नाचा प्रकार. कुलमुखत्यारपत्र

मुद्राक शुल्क a जेव्हा तो प्रर्तिफलार्थ देण्यात आलेला असून@ त्यामुळे कोणतीही स्थावर मालमत्ता विकण्याचा प्राधिकार

शिक्का कं. 1-15 / 05 / 2019 06 : 31 · 10 PM ची वेळ: (सादरीकरण)

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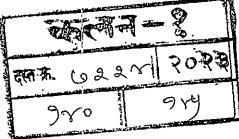
दस्त ऐदजासीयत जोडक्वेले कागव्यत्रे, कुलमुखत्यार पत्र व्यक्ती इत्सांदि यनावट आठकून आल्यास याची संपूर्ण जवाक्यारी निष्यावकांची राहील्

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दस्त क्रमाक क्लन3/5193/2019 दस्ताचा प्रकार :-कुलम्खन्यारपत्र

अनु क पक्षकाराचे नाव व पत्ता

न डोबिवर

नाव.दिव्येणभाई अरविंदभाई मोजित्रा पना प्यॉट न' -, माळा न' -, इमारतीचे नाव -, ब्लॉक

नं. डोंबिबली-प, रोड न: -, महाराष्ट्र, THANE.

पक्षकाराचा प्रकार पॉवर ऑफ़ अटॉर्नी होल्डर वय:-22

पॉवर ऑफ़ अटॉर्नी

होल्डर

वय ⁻-31

म्बाक्षरी:-ત્રાના લાંડ ' छायाचित्र









पॅन नवर-AVPPP3959H

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फ़.

नाव मेसर्स स्वामीनारायण लाईफ स्पेस एलपलपी तर्फे

ी-प. रोड न: -, महाराष्ट्र, ठाणे

नं[.] -, माळा नं[.] -, इमारतीचे नाव[.] -, ब्लॉक

ाम शामजी ग्टेल -[:प्लॉट न -. माळा न -, इमारतीचे नाव. रता ास, ब्लॉक न. 2/5, रोड न भाजी मार्केट, नेहरू . कुंजविहार हाँटेलच्या वर, डोबिबली पूर्व,

ागष्ट्र, ठाणे. न न नंबर ACXFS8846B

नाव मेमर्स म्वामीनारायण लाईफ म्पेस एलएलपी तर्फे कुलमुखत्यार देणार हेमंत म्लचंद पटेल -

पत्ता प्लॉट न: -, माळा न. -, इमारतीचे नाव. रखा निवास, ब्लॉक नं 2/5, रोड नं: भाजी मार्केट, नेहरू गेड, कुंजविहार हॉंटेनच्या वर, डोंबिवली पूर्व, महाराष्ट्र, ठाणे.

पॅन नंबर ACXFS8846B

कुलमुखत्यार देणार वय -47 स्वाक्षरी -







वय :-37 स्वाक्षरी:-







वरील दम्नाम्बज करुन देणार नथाकथीत कुलमुखत्यारपत्र चा दस्त ऐवज करुन दिल्याचे कवुल करतात. शिक्वा क्र 3 ची बेळ 15 / 05 / 2019 06 : 33 : 35 PM

ओळख:-

खालील इसम असे निवेदीत करनात की ने दस्तऐवज करन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

पक्षकाराचे नाव व पना

नाव राजश्री मारे - -वय 34 पना इोविवली-पुर्व पिन कोड 421201

नाव ज्योनी शिंदे - -वय⁺28 पना डोविवली-पुर्व पिन कोड:421201



स्वाक्षरी



अगठ्याचा रुसा









प्रमाणित करण्यात येते की सदर दस्त कं. 4953. मध्ये ... र. ३.३. गाने आहेत. पुल्तक क्रमांक ...... वर नॉदला. दिनांक ९५ / ५ /२०१०

शिक्का क्र.4 ची वेळ:15 / 05 / 2019 06 : 34 : 10 PM

भिक्का क. 5 ची 👰 15 / 05 / 2019 06 : 34 : 16 PM नोंदणी पुस्तक 4 मध्ये

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5193 /2019

# । घोषणापत्र ।।

मी/आम्ही श्री. गणेश सदाशिव पालांडे, वय ३३ वर्षे, य मांडा, टिटवाळा पूर्व, याद्वारे घोषीत करतो की, दुय्यम निबंधक जिल्लाण यांचे कार्यालयात करारनामा या शिर्षकाचा दूस्त नोंदणीसाठी सादर करण्यात आला आहे. मे. स्वामीनारायण लाईफ स्पेस एलएलपी तर्फे भागीदार श्री. जिल्लाण यांनी दिनांक १५/०५/२०१९ रोजी मला/आम्ही सदर दस्त नोंदणीस सादर केला आहे/निष्पादीत करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहुन देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असुन उपरोक्त कृती करण्यास मी/आम्ही पूर्णतः सक्षम आहे. सदरचे कथन . चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिंक्षेस मी/आम्ही पात्र राहीन/राहू यांची मला/आम्हांस जाणीव आहे.

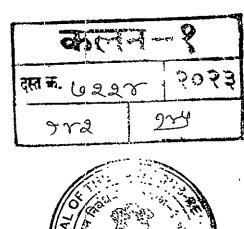
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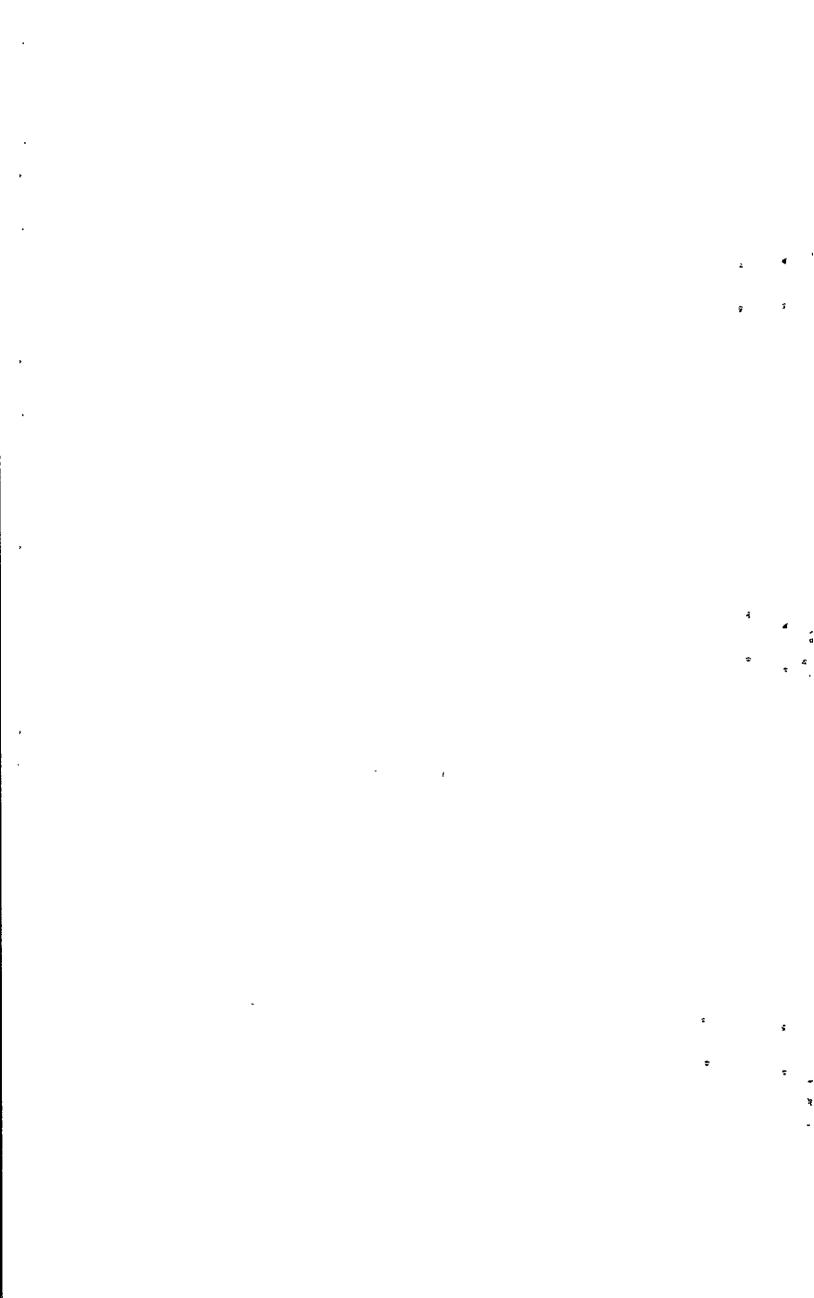
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DIRIUM

श्री. गणेश सदाशिव पालांडे कुलमुखत्यारपत्रधारकाची सही व नांव

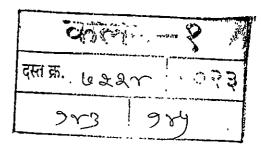
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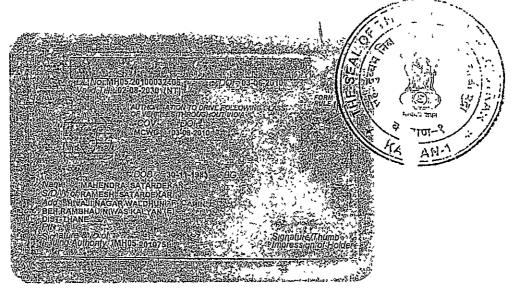




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अ क्र 7224 वर दि.27-06-2023

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कल्याण क्र. १

मुद्राक शुल्कः (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगन असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीन किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्र. 1 27 / 06 / 2023 07 : 22 : 00 PM ची वेळ: (सादरीकरण)

भिक्का क्र 2 27 / 06 / 2023 07 : 23 : 40 PM ची चेळ. (फी)

## प्रतिज्ञा पत्र

सदर दस्तऐवज जेंजणी कायदा १९०८ नियम १९६१ अंतर्गत तम्तदीनुसार नोंदणीस दाख्य काला आहे. दस्तामधील संपुर्ण मजकुर, निष्पादक व्यक्ती साक्षीदार व सोबत जोडलेले कागदपत्रे दस्तांची सत्यता, वैधता कायदेशीर बाबीसाठी खालील निष्पादक व्यक्ती संपुर्णपणे जबाबदार आहेत. तसेच सदर हस्तातरण दस्तांमुळे राज्यशासन्। केंद्रणासन यांच्या कोणताही कायदा/नियम/परिपलक यांचे उल्लंघन होत नाही.





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दस्त गोपवारा भाग-2

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दस्त क्रमांक :कलन1/7224/2023 दस्ताचा प्रकार :-करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता नाव:मेसर्स.स्वामिनारायण लाईफ स्पेस एलएलपी लिमिटेड लायविलिटी भागीदारी संस्था तर्फे भागीदार - हेमंत मुलचंद पटेल यांचे कुलमुखत्यार धारक म्हणून गणेश पालांडे पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं:

ऑफिस २/५ रत्ना निवास भाजी मार्केट नेहरू रोड कुंजविहार हॉटेलच्या वर डोविवली पूर्व , महाराष्ट्र, ठाणे. पेन नंबर:ACXFS8846B

2 नाव:विपुल विनायक कुलकर्णी - -पत्ता:प्लॉट नं: -, माळा नं: -, डमारतीचे नाव: वी - ५ पुनर्वसू सोसायटी आनंद नगर दीनदयाळ रोड इद्रायणी हॉस्पिटल जवळ डोंबिवली पश्चिम , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, THANE. पॅन नंबर:AYDPK6500E

नाव:ऐश्वर्या विपुल कुलकर्णी - -पत्ता:प्लॉट नं: -, माळा न: -, इमारतीचे नाव: वी - ५ पुनर्वसू सोसायटी आनंद नगर दीनदयाळ रोड इंद्रायणी हॉस्पिटल जवळ डोविवली पश्चिम , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पॅन नंबर:AXUPA0514A

पक्षकाराचा प्रकार लिहुन देणार वय :-35

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स्वाक्षरी:-

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वय :-32

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अंगठ्याचा ठसा



छायाचित्र







वरील दस्तऐवज करुन देणार तथाकथीत करारनामा चा दस्त ऐवज करुन दिल्याचे कवुल करतात. शिक्षा क.3 ची वेळ:27 / 06 / 2023 07 : 25 : 38 PM

#### आळखः-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटिवतात

अनुक्र. पक्षकाराचे नाव व पत्ता

- नाव:आशिप आर सातार्डेकर ---वय:30 पत्ता:कल्याण पश्चिम पिन कोड:421301
- नाव:गौतम रोकडे -2 वय:40 पत्ता:कल्याण पिन कोड:421301

**छायाचित्र** 





अंगठ्याचा ठसा

<del>केरियोत</del>े ७२-२७ .../२०२३ मध्ये

..... पाने आहेन. ...द.फ्र. ७ थे थे ४ ४ ..../२०२३ वर भादला.

शिक्का क्र.4 ची वेळ: 27 / 06 / 2023 07: 26: 13 PM

शिक्षा क्र.5 ची वेळ:27 / 06 / 2023 07 : 28 : 17 PM नोंदणी पुस्तक 1 मध्ये

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(3) बाजारभाव(भाडेपटटयाच्या ᢏ वावतितपटटाकार आकारणी देतो की पटटेदार

ते नमुद करावे)

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(4) भू-मापन,पोटहिस्सा व घरक्रमांक (अमल्यास)

1) पालिकेचे नाव:कल्याण-डोविवली इतर वर्णन ., इतर माहिती: , इतर माहिती: मौजे ठाकुर्ली ता-कल्याण जि-ठाणे येथील नवीन सर्वे नं.61 जुना सर्वे न.363 हिस्सा नं 21,नवीन सर्वे नं.61 जुना सर्वे नं 363 हिस्सा नं 51,नवीन सर्वे नं.61 जुना सर्वे नं.363 हिस्सा न.80,नवीन सर्वे नं.60 जुना सर्वे नं.29 हिस्सा नं 7,नवीन सर्वे नं.61 जुना सर्वे न.363 हिस्सा नं.58 नवीन सर्वे नं.60 जुना सर्वे नं.29 हिस्सा नं.8,नवीन सर्वे नं.61 जुना सर्वे न.363 हिस्सा नं.17,नबीन सर्वे नं.61 जुना सर्वे न.363 हिस्सा नं.18,नबीन सर्वे नं.61 जुना सर्वे नं.363 हिस्सा नं.19,नवीन सर्वे नं 61 जुना सर्वे नं 363 हिस्सा नं.20,नवीन सर्वे नं 61 जुना सर्वे नं.363 हिस्सा नं.51 (पार्ट),नबीन सर्वे नं 61 जुना सर्वे नं.363 हिस्सा नं.52,नबीन सर्वे नं.61 जुना सर्वे नं.363 हिस्सा न.53,नबीन सर्वे नं.61 जुना सर्वे नं.363 हिस्सा नं.54,नवीन सर्वे नं.61 जुना सर्वे नं.363 हिस्सा नं.55,नवीन सर्वे नं.61 जुना सर्वे नं.363 हिस्सा नं.56,नवीन सर्वे नं.61 जुना सर्वे नं.363 हिस्सा नं 57 यावरील स्वामिनारायण सिटी फेज-1/1ए/1वी/1सी प्रोजेक्ट प्लॉट नं.-वी अडोनिया विल्डिंग मधील इ-विंग सदिनका क्रमांक-1102 अकरावा मजला चे क्षेत्र 38.12 चौ.मीटर कारपेट.(रेरा प्रमाणपत्र जोडले आहे)( ( Survey Number : नवीन सर्वे नं ६१ जुना सर्वे नं.३६३ व इतर. ; HISSA NUMBER : हिस्सा नं २१,५१ व इतर ,))

(5) क्षेत्रफळ

1) 38.12 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

1): नाव:-मेसर्स.स्वामिनारायण लाईफ स्पेस एलएलपी लिमिटेड लाय्विलिटी भागीदारी संस्था तर्फे भागीदार - हेमंत मुलचंद पटेल यांचे कुलमुखत्यार धारक म्हणून गणेश पालांडे वय:-35; पत्ता:-प्लॉट न: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: ऑफिस २/५ रत्ना निवास भाजी मार्केट नेहरू रोड कुंजविहार हॉटेलच्या वर डोंबिवली पूर्व , महाराष्ट्र, ठाणे. पिन कोड.-421201 पॅन नं.-ACXFS8846B

1): नाव:-<u>विपुल विनायक कुलकर्णी -</u> - वय:-35; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव. वी - ५ पुनर्वसू सोसायटी आनंद नगर दीनदयाळ रोड इंद्रायणी हॉस्पिटल जवळ डोविवली पश्चिम , ब्लॉक न: -, रोड न. -, महाराष्ट्र, THANE. पिन कोड:-421202 पॅन नं -AYDPK6500E

2): नाव:-ऐश्वर्या विपुल कुलकर्णी - - वय:-32; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: वी - ५ पुनर्वसू सोसायटी आनंद नगर दीनदयाळ रोड इंद्रायणी हॉस्पिटल जवळ डोंबिवली पश्चिम , ब्लॉक नं: -, रोड न -, महाराष्ट्र, ठाणे पिन कोड.-421202 पॅन नं:-AXUPA0514A

(9) दस्तऐवज करुन दिल्याचा दिनांक

27/06/2023

(10)दस्त नोदणी केल्याचा दिनांक

27/06/2023

(11)अनुक्रमांक,खंड व पृष्ठ

(14)शेरा

7224/2023

(12)वाजारभावाप्रमाणे मुद्राक शुल्क

294000

(13)वाजारभावाप्रमाणे नोदणी शुल्क

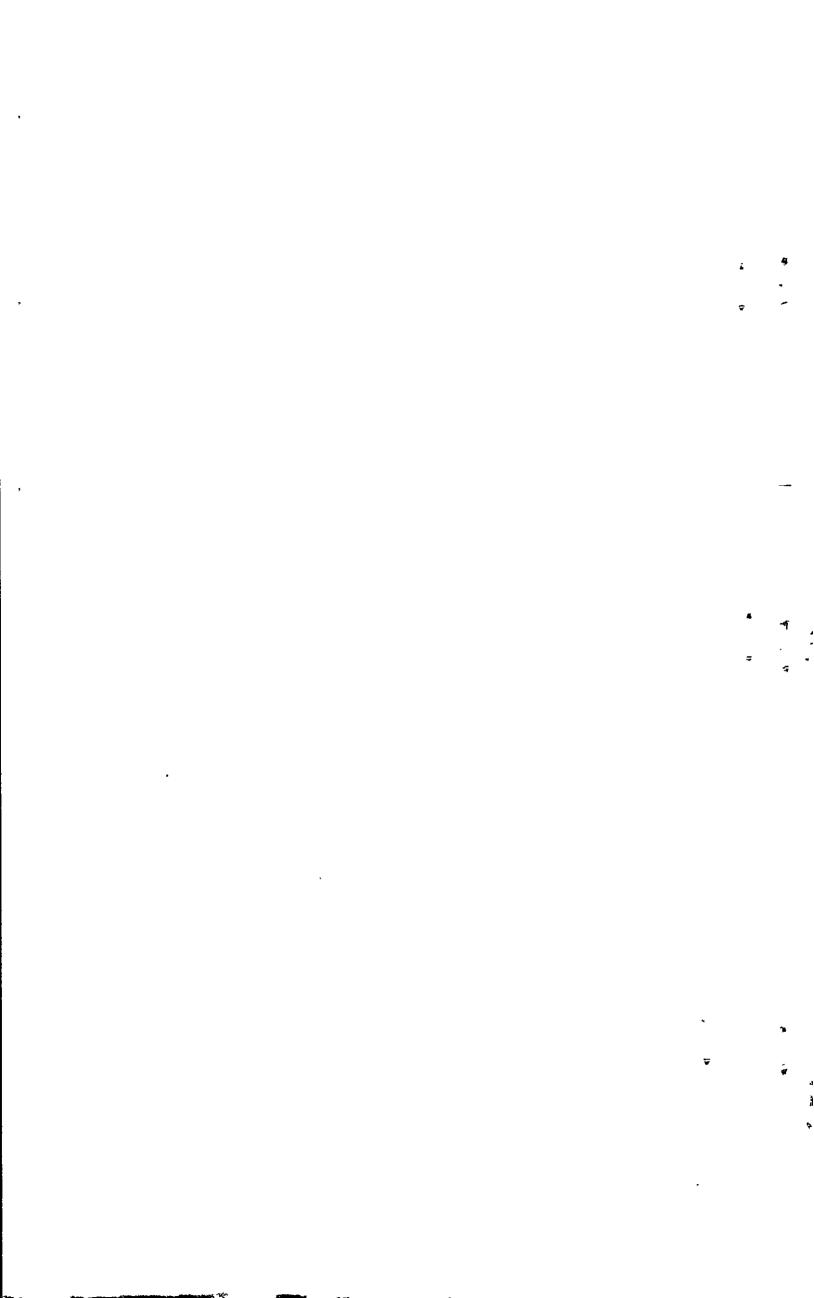
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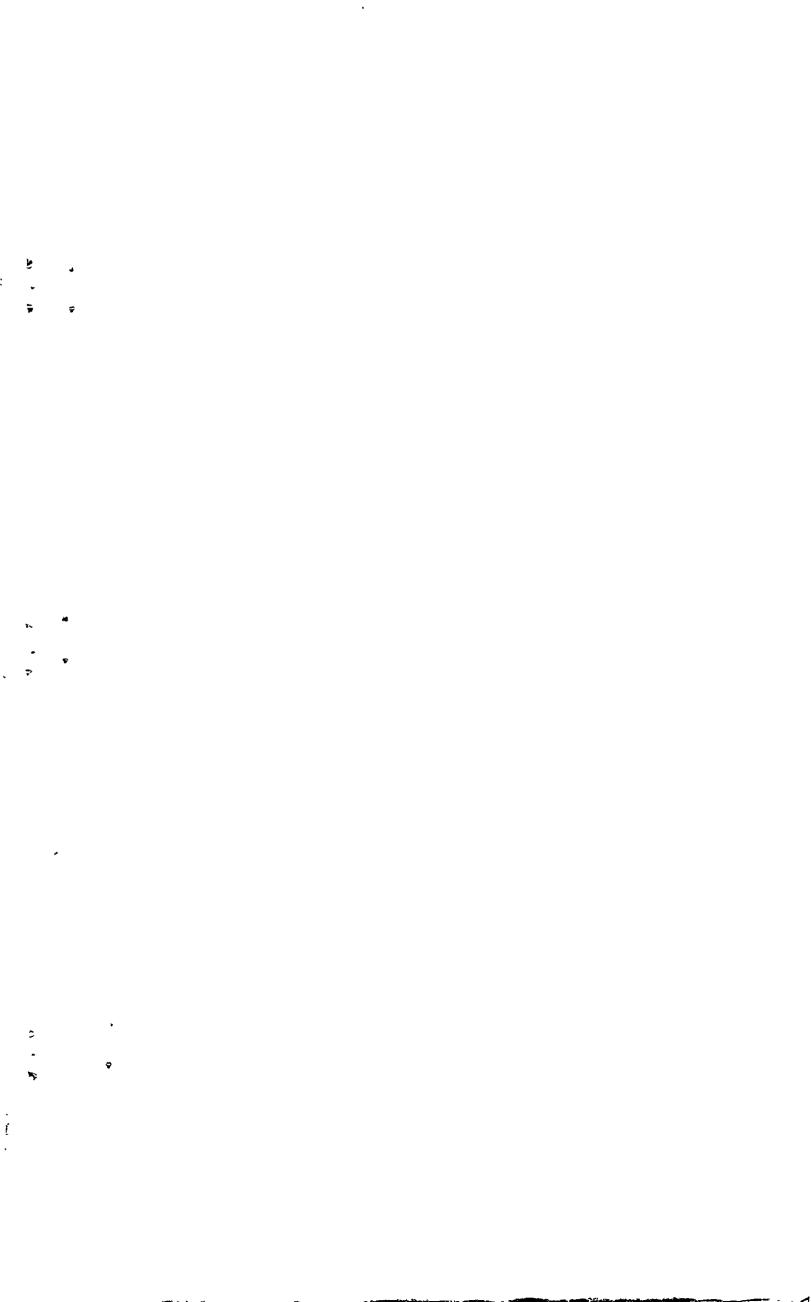
कल्याण क्र. १

मुल्यांकनासाठी विचारात घेतलेला तपशील:-.

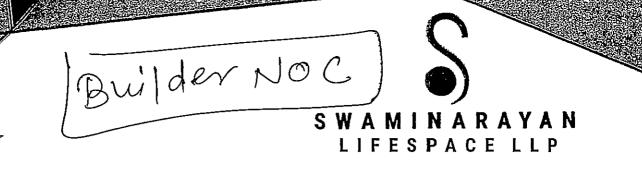
मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it







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7 - 

Date: 04/07/2023

To: The Assistant General Manager, State Bank of India, Thane, Mumbai

Dear Sir,

I/We, Swaminarayan Life Space, and here by certify that:

1. I/We have transferable rights to the property described below, which has been allotted by me/us to Mr. Vipul Vinayak Kulkarni & Mrs. Aishwarya Vipul Kulkarni herein after referred to as "the purchasers", subject to the due and proper performance and compliances of all the terms and conditions of the Allotment Letter/Sale Agreement dated 27/06/2023

Description of the property	
Flat No./ House No.	1102
Building No./Name	E wing - Adonia
Plot No	S.no. 61/19, 61/20, 61/55
Street No./Name	Retibunder Road
Locality Name	Mothagaon
Area Name	Mauje Thakurli
City Name	Dombivali
Pin Code	421202

- 2. That the total consideration for this transaction is Rs. 41,99,748/- (Rs. Forty One Lakhs Ninety Nine Thousand Seven Hundred Forty Eight Only) towards sale document.
- 3. The title of the property described above is clear, marketable and free from all encumbrances and doubts.
- 4. I/We confirm that I/we have no objection whatsoever to the said purchasers, at their own costs, charges, risks and consequences mortgaging the said property to STATE BANK OF INDIA (herein after referred to as "the Bank") as security for the amount advanced by the Bank to them subject to the due and proper performance and compliances of all the terms and conditions of the sale document by the said purchasers.

Office: Swamınarayan Cıty, Reti Bunder Road, Mothagaon, Dombivli (West).

mww.swaminarayancity.com

دره تمسم

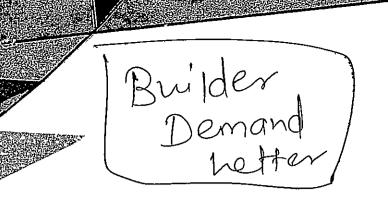
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- 5. We have not borrowed from any financial institution for the purchase /development of the property and have not created and will not create any encumbrances on the property allotted to the said purchasers during the currency of the loan sanctioned/to be sanctioned by the Bank to them subject to the due and proper performance and compliances of all the terms and conditions of the sale document by the said purchasers.
- 6. After creation of proper charge/mortgage and after receipt of the copies there of and after receipt of proper nomination in favour of the Bank, from the said purchasers, we are Agreeable to accept State Bank of India as a nominee of the above named purchaser for the property described above and once the nomination favoring the Bank has been registered and advice sent to the Bank of having done so, I/We note not to change the same without the written NOC of the Bank.
- 7. After creation of charge/mortgage and after receipt of the copies thereof and after receipt of the proper nomination in favour of the Bank, from the above named purchaser, I/We undertake to inform the society about the Bank's charge on the said flat as and when the society is formed.
- 8. Please note that the payment for this transaction should be made by crossed cheque/Trasfer of funds favouring "Swaminarayan Life Space, Kotak Mahindra Bank, Dombivli East Branch, Account No. 632011012521, IFSC Code KKBK0001416".
- 9. In case of cancellation of the sale-agreement for any reason, I/We shall refund the amount by crossed cheque favouring the Bank A/C "Mr. Vipul Vinayak Kulkarni & Mrs. Aishwarya Vipul Kulkarni", and forward the same to you directly.
- 10. The signatory to this letter draws authority to sign this undertaking on behalf of the company/firm vide _____ (description of document of delegation of authority to the signatory.)

Yours faithfully,

Opulbos)





### **Demand Letter**

Tax Invoice

Invoice no. Date . 076/I-C/23-24 4-Jul-23

Rei: Your Flat in the Building known as "Adonia" bearing S.no 61/19, 61/20, 61/55 at mauje thakurli,

Dombivli (west) 421202

Flat No.

E-1102

Booking Date: 05-01-2023

To,

Vipul Vinayak Kulkarni & Aishwarya Vipul Kulkarni

B-5, Punarvasu Society, Anand Nagar,

Dindyal Road, Near Indrayani Hospital, Dombivli (W) 421202

Mobile No. 99

9920806664/9168322614

This letter bears reference to your booking as per the terms and conditions of the booking we would like to inform you that as per the Payment schedule the amount due against this flat. As per the payment schedule Intimation of commencement of Plinth work which is due in 15 days. Details of Demand are as under:

Sr.no.	Particulars		Amount
	Agreement Value		41,99,748
1	Current Demand		8,39,950
	(HSN/SAC: 9954)		
	Gross Value	8,39,949.60	
	Less · abatement (1/3)	2,79,983.20	
	Net Taxable Value	5,59,966.40	
2	SGST 0.75% on taxable value		4,200
3	CGST 0.75% on taxable value		4,200
	Current Demand	1	8,48,350

Summary Of Demand

Gross Demand Previous	3,81,757
Add : Current Demand Including GST	8,48,350
Total Demand	12,30,107
Less: Total Receipt till date	2,05,000
Balance due	10,25,107

Please issue the Cheque in favor of 'M/S. SWAMINARAYAN LIFE SPACE'.

A/c No. 632011012521, Kotak Mahindra Bank, Dombivli (East)

IFS Code . KKBK0001416 GST No . 27ACXFS8846B1ZF

Your Co-operation and promptness in making a said payment will enable us to provide the possession of the said flat on time. Please ignore this letter if already paid.

Note: Interest will be charged as per RERA which will be levied on the total amount due

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Office: Swamınarayan Cıty, Reti Bunder Road, Mothagaon, Dombivli (West).

www.swamınarayancity.com

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DATE: - 01-05-2023

M/S. SWAMINARAYAN LIFE SPACE LLP.

ADD: 2/5, RATNA NIWAS, NEHRU ROAD, BAHJI MARKET, DOMBIVALI (E),

PIN - 421 201.

SUBJECT: - WORK COMMENCEMENT CERTIFICATE FOR TOWER E COMMERCIAL CUM RESIDENTIAL BUILDING OF THE PROJECT UNDER CONSTRUCTION NAMED AS "SWAMINARAYAN CITY PHASE - 1C" SITUATED ON THE LAND BEARING 60/7, 60/8, 61/21, 61/51, 61/58, 61/80 61/95, 61/75C, 61/81, 61/17, 61/18, 61/19, 61/20, 61/52, 61/53, 61/54, 61/55, 61/56, 61/57 MOUJE - THAKURLI, TALUKA - KALYAN, DISTRICT - THANE.

#### TO WHOM SO EVER IT MAY CONCERN

I VIJAY ARVIND PATHAK PROPRIETOR OF AVP CERTIFY THAT CONSTRUCTION WORK OF FOUNDATION AND PLINTH OF TOWER E COMMENCED ON SITE ON 01-05-2023 FOR PROJECT NAMED AS "SWAMINARAYAN CITY PHASE — 1C" AS PER MY DRAWINGS AND THOROUGHLY CHECKED BY ME.

THANKS & REGARDS,

STAMP:-

VIJAY PATHAN ARCHITECT CA/2001/27890

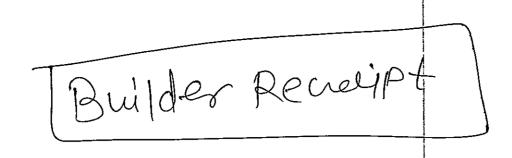
ARCHITECT VIJAY PATHAK

AVP

Opulkoul Byrogur

THE CROWN, 8TH FLOOR, OFFICE NO. 804, SECTOR 15, KHRARGHAR, NAVI MUMBAI - 410210







## Receipt

	<u> </u>		Lactorio and
Rezaipt No	SNC 01/GEO/23/07024	Date	03/07/2023
—( ) <del>————</del>	crm@swaminarayancity.com	Project Name	Swaminarayan City
Email Id		Unit No./Flat No.	1102
Member Code	C-23-01-013		44
Wing	ADONIA - E Wing	Floor	

Received with thanks from Mr./ Mrs.Mr. Vipul Vinayak Kulkarni & Mrs. Aishwarya Vipul Kulkarni the sum of Rs. 20,000.00/- (Rupees Twenty Thousand Only) by IMPS: 308413945887 dated . 25/03/2023 drawn on , towards installment for the Unit No. 1102.

	<u> </u>	Received against	due installment / cha	rges as mentioned beloy	<del></del>	
<u></u>	Unit Code	Voucher Types	Particulars	Principal Amount		GST Amount
Sr.			0/	20,000	.00	0.00
1	GEO-AWE-1102	Installment	%			0.00
·		Total		20,000	1.00	
Grand Total						20,000.00

GSTTIN No.

: 27ACXFS8846B1ZF

__ect to Realisation of Cheque

Note:- This is electronic generated receipt, signature is not required.

Office : Swaminarayan City, Reti Bunder Road, Mothagaon, Dombivli

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Builder Reveipt



## Receipt

		1100-1-	
	SNC 01/GEO/23/07025	Date	03/07/2,023
Rez-Not No	crm@swaminarayancity.com	Project Name	Swaminarayan City
Email Id	C-23-01-013	Unit No./Flat No.	1102
Member Code	ADONIA - E Wing	Floor	11
Wing	ADONIA - E Willig		5 D- 4 000 00/-

Received with thanks from Mr./ Mrs.Mr. Vipul Vinayak Kulkarni & Mrs. Aishwarya Vipul Kulkarni the sum of Rs. 1,000.00/- (Rupees One Thousand Only) by IMPS: 308413951757 dated: 25/03/2023 drawn on , towards installment for the Unit No. 1102.

		Received against	due installment / cha	rges as mentioned belov	y	
	Unit Code	Voucher Types	Particulars	Principal Amount		GST Amount
Sr.	GEO-AWE-1102	Installment	%	1,000		0.00
	GEO-AVE-1102	Total		1,00	0.00	1,000.00
		Grand Total				

GSTTIN No.

: 27ACXFS8846B1ZF

ct to Realisation of Cheque

Note:-This is electronic generated receipt, signature is not required.

Office: Swaminarayan City, Reti Bunder Road, Mothagaon, Dombivli

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## Receipt

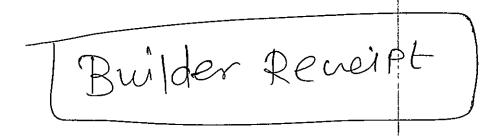
		·		
	SNC 01/GEO/23/02192	Date	26/02/2023	
Rep 1 No	crm@swaminarayancity.com	Project Name	Swaminarayan City	
Email id		Unit No./Flat No.	1102	
Member Code	C-23-01-013	Floor	11	
Wing	ADONIA - E Wing			

Received with thanks from Mr./ Mrs.Mr. Vipul Vinayak Kulkarni & Mrs. Aishwarya Vipul Kulkarni the sum of Rs. 51,000.00/- (Rupees Fifty One Thousand Only) by Online: Swipe dated: 05/01/2023 drawn on, towards installment for the Unit No. 1102.

		Received against	due installment / cha	rges as mentioned below	
Sr.	Unit Code	Voucher Types	Particulars	Principal Amount	GST Amount
31.	GEO-AWE-1102	Installment	%	51,000.00	0.00
·	<u> </u>	T-4-1		51,000.00	54 000 0B

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### Receipt

m - 4 11-	SNC 01/GEO/23/02238	Date	26/02/2023
Re t No		Project Name	Swaminarayan City
Email Id	crm@swaminarayancity.com		
Member Code	C-23-01-013	Unit No./Flat No.	1102
<del></del>	ADONIA - E Wing	Floor	11
Wing	ADOMA - E 11119		

Received with thanks from Mr./ Mrs.Mr. Vipul Vinayak Kulkarni & Mrs. Aishwarya Vipul Kulkarni the sum of Rs. 1,00,000.00/- (Rupees One Lakh Only) by IMPS: IMPS - 304816457407 dated: 17/02/2023 drawn on , towards installment for the Unit No. 1102.

_		Received against	due installment / cha	rges as mentioned below	<u></u>
	Huit Codo	Voucher Types	Particulars	Principal Amount	GST Amount
Sr.	Unit Code	Voicher Types		1,00,000.00	0.00
1	GEO-AWE-1102	installment	<u> </u>		0.00
Total				1,00,000.00	
Grand Total					1,00,000.00

**GSTTIN** No.

: 27ACXFS8846B1ZF

to Realisation of Cheque

Note:- This is electronic generated receipt, signature is not required.

Office: Swaminarayan City, Reti Bunder Road, Mothagaon, D'ombivli

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S W A M I N A R A Y A N LIFES PACE LLP

# Receipt

		<u> </u>	
	01/0 84/050/22/03007	Date	01/03/2023
Receipt No	SNC 01/GEO/23/03007	Project Name	Swaminarayan City
Email Id	crm@swaminarayancity.com	Unit No./Flat No.	1102
Member Code	C-23-01-013		11
Wing	ADONIA - E Wing	Floor	
			- 5 Do 22 000 00/s

Received with thanks from Mr./ Mrs.Mr. Vipul Vinayak Kulkarni & Mrs. Aishwarya Vipul Kulkarni the sum of Rs. 33,000.00/(Rupees Thirty Three Thousand Only) by IMPS: 300908547614 dated: 09/01/2023 drawn on, towards installment for the Unit No. 1102.

1102. —(`)		Received against	due installment / cha	arges as mentioned belo	w	
	Unit Code	Voucher Types	Particulars	Principal Amount		GST Amount 0.00
Sr.	GEO-AWE-1102	installment	%	33,00	<del>!</del>	0.00
	GEO-AVIZ-1102	Total		33,00	0.00	33,000.00
<u> </u>		Grand Total			<u> </u>	

GSTTIN No.

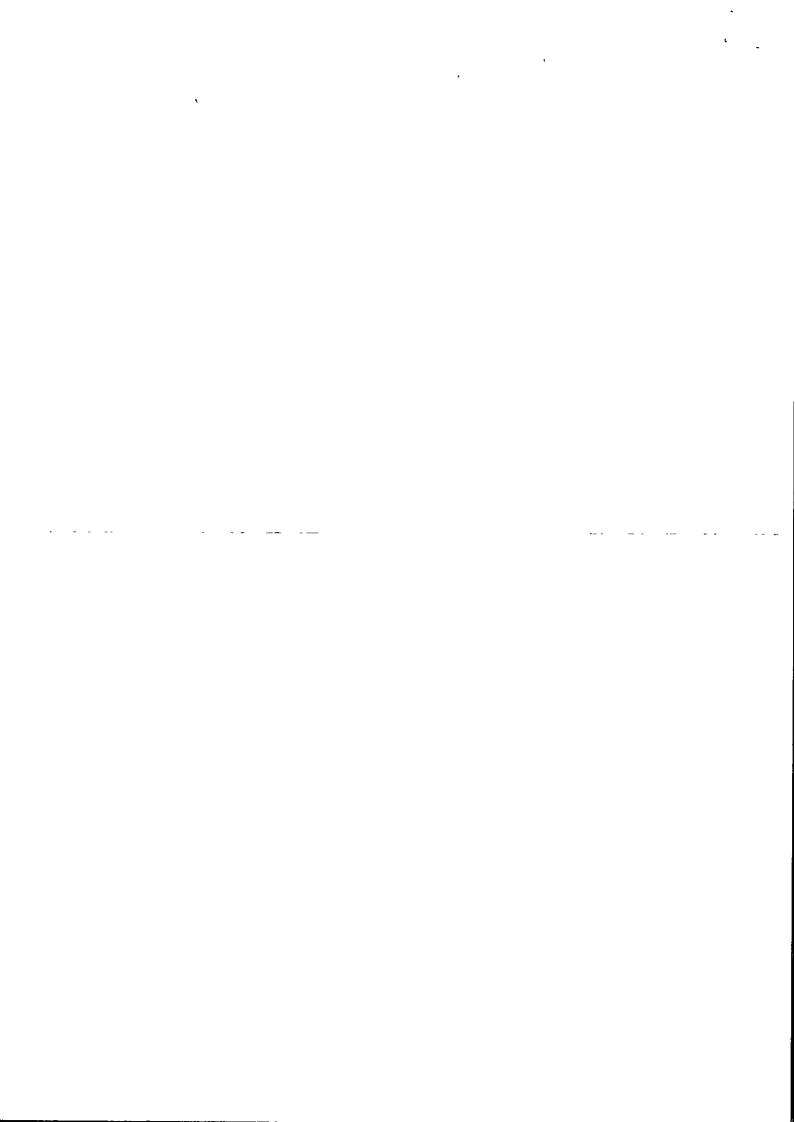
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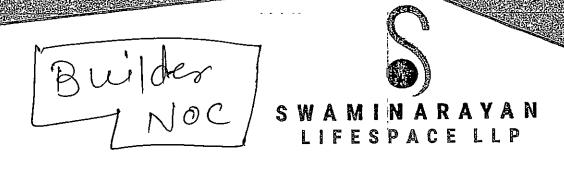
Note:- This is electronic generated receipt, signature is not required.

Office : Swaminarayan City, Reti Bunder Road, Mothagaon, Dombivii

Margar.

^{*} Subject to Realisation of Cheque





Date: 04/07/2023

To: The Assistant General Manager, State Bank of India, Thane, Mumbai

Dear Sir,

I/We, Swaminarayan Life Space, and here by certify that:

1. I/We have transferable rights to the property described below, which has been allotted by me/us to Mr. Vipul Vinayak Kulkarni & Mrs. Aishwarya Vipul Kulkarni herein after referred to as "the purchasers", subject to the due and proper performance and compliances of all the terms and conditions of the Allotment Letter/Sale Agreement dated 27/06/2023

Description of the property	
Flat No./ House No.	1102
Building No./Name	E wing - Adonia
Plot No	S.no. 61/19, 61/20, 61/55
Street No./Name	Retibunder Road
Locality Name	Mothagaon
Area Name	Mauje Thakurli
City Name	Dombiyali
Pin Code	421202

- 2. That the total consideration for this transaction is Rs. 41,99,748/- (Rs. Forty One Lakhs Ninety Nine Thousand Seven Hundred Forty Eight Only) towards sale document.
- 3. The title of the property described above is clear, marketable and free from all encumbrances and doubts.
- 4. I/We confirm that I/we have no objection whatsoever to the said purchasers, at their own costs, charges, risks and consequences mortgaging the said property to STATE BANK OF INDIA (herein after referred to as "the Bank") as security for the amount advanced by the Bank to them subject to the due and proper performance and compliances of all the terms and conditions of the sale document by the said purchasers.

Office: Swaminarayan City, Reti Bunder Road, Mothagaon, Dombivli (West).
www.swaminarayancity.com



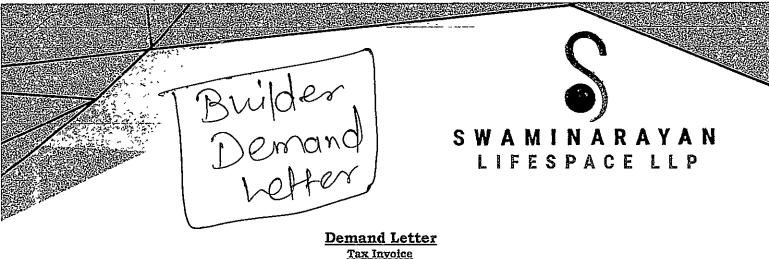


- 5. We have not borrowed from any financial institution for the purchase /development of the property and have not created and will not create any encumbrances on the property allotted to the said purchasers during the currency of the loan sanctioned/to be sanctioned by the Bank to them subject to the due and proper performance and compliances of all the terms and conditions of the sale document by the said purchasers.
- 6. After creation of proper charge/mortgage and after receipt of the copies there of and after receipt of proper nomination in favour of the Bank, from the said purchasers, we are Agreeable to accept State Bank of India as a nominee of the above named purchaser for the property described above and once the nomination favoring the Bank has been registered and advice sent to the Bank of having done so, I/We note not to change the same without the written NOC of the Bank.
- 7. After creation of charge/mortgage and after receipt of the copies thereof and after receipt of the proper nomination in favour of the Bank, from the above named purchaser, I/We undertake to inform the society about the Bank's charge on the said flat as and when the society is formed.
- 8. Please note that the payment for this transaction should be made by crossed cheque/Trasfer of funds favouring "Swaminarayan Life Space, Kotak Mahindra Bank, Dombivli East Branch, Account No. 632011012521, IFSC Code KKBK0001416".
- 9. In case of cancellation of the sale-agreement for any reason, I/We shall refund the amount by crossed cheque favouring the Bank A/C "Mr. Vipul Vinayak Kulkarni & Mrs. Aishwarya Vipul Kulkarni", and forward the same to you directly.
- 10. The signatory to this letter draws authority to sign this undertaking on behalf of the company/firm vide _____ (description of document of delegation of authority to the signatory.)

May ingred

Yours faithfully,





Invoice no.

076/I-C/23-24

Date:

4-Jul-23

Ref: Your Flat in the Building known as "Adonia" bearing S.no 61/19, 61/20, 61/55 at mauje thakurli, Dombivli (west) 421202

Flat No.:

E-1102

Booking Date: 05-01-2023

Vipul Vinayak Kulkarni & Alshwarya Vipul Kulkarni

B-5, Punarvasu Society, Anand Nagar,

Dindyal Road, Near Indrayani Hospital, Dombivli (W) 421202

9920806664/9168322614

This letter bears reference to your booking as per the terms and conditions of the booking we would like to inform you that as per the Payment schedule the amount due against this flat. As per the payment schedule Intimation of commencement of Plinth work which is due in 15 days. Details of Demand are as under:

Sr.no.	Particulars		Amount
	Agreement Value		41,99,748
<del>                                     </del>	Current Demand		8,39,950
	(HSN/SAC: 9954)		8,09,900
ļ	Gross Value	8,39,949.60	
	Less: abatement (1/3)	2,79,983.20	
	Net Taxable Value	5,59,966.40	
2	SGST 0.75% on taxable value		4,200
3	CGST 0.75% on taxable value		4,200
	Current Demand		8,48,350

Summary Of Demand

· · · · · · · · · · · · · · · · · · ·	
Gross Demand Previous	3,81,757
Add : Current Demand Including GST	8,48,350
Total Demand	12,30,107
Less: Total Receipt till date 2,6	
Balance due	10,25,107

Please issue the Cheque in favor of 'M/S. SWAMINARAYAN LIFE SPACE'.

A/c No. 632011012521, Kotak Mahindra Bank, Dombivh (East)

IFS Code: KKBK0001416 GST No: 27ACXFS8846B1ZF

Your Co-operation and promptness in making a said payment will enable us to provide the possession of the said flat on time. Please ignore this letter if already paid.

Note: Interest will be charged as per RERA which will be levied on the total amount due.

Office: Swaminarayan City, Reti Bunder Road, Mothagaon, Dombivli (West).

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eipt No	SNC 01/GEO/23/07024	Date	03/07/2023
Èmail Id	crm@swaminarayancity.com	Project Name	Swaminarayan City
Member Code	C-23-01-013	Unit No./Flat No.	1102
Wing	ADONIA - E Wing	Floor	11

Received with thanks from Mr./ Mrs.Mr. Vipul Vinayak Kułkarni & Mrs. Aishwarya Vipul Kulkarni the sum of Rs. 20,000.00/-(Rupees Twenty Thousand Only) by IMPS: 308413945887 dated: 25/03/2023 drawn on, towards installment for the Unit No. 1102.

Received against due installment / charges as mentioned below						
Sr.	Unit Code	Voucher Types	Particulars	Principal Amount	GST Amount	
1	GEO-AWE-1102	Installment	%	20,000.00	0.00	
		Total		20,000.00	0.00	
		Grand Total			20,000.00	

GSTTIN No.

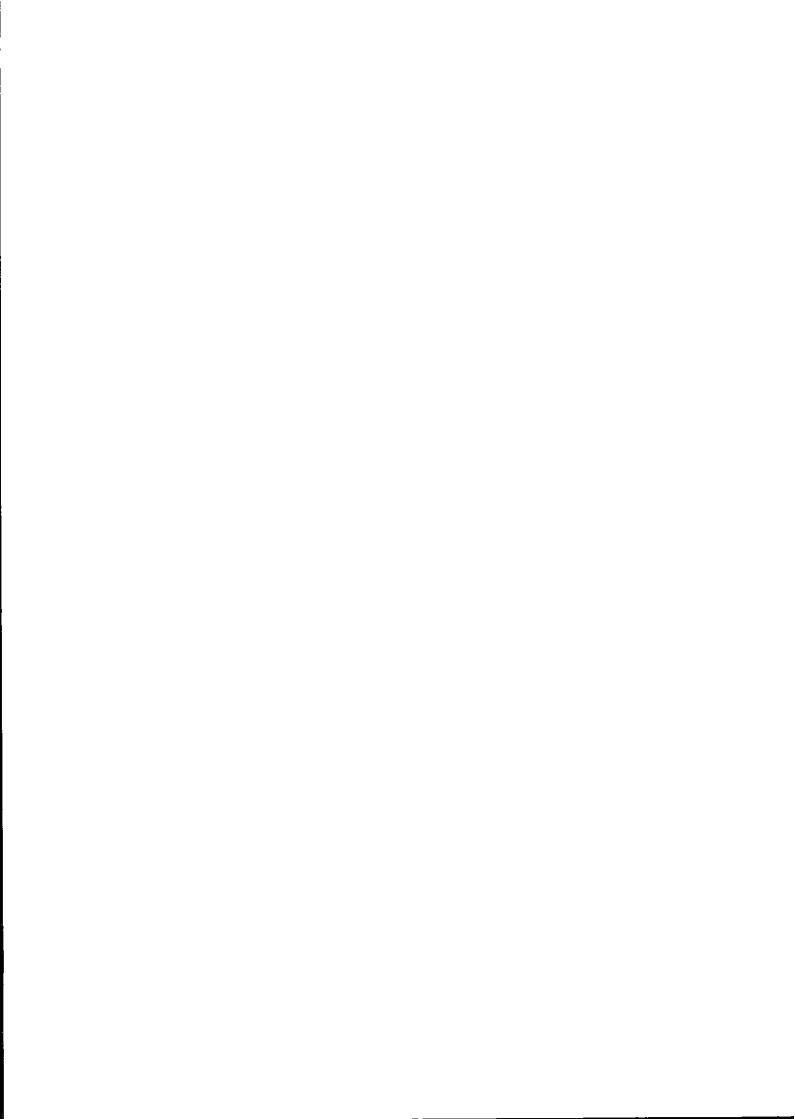
: 27ACXFS8846B1ZF

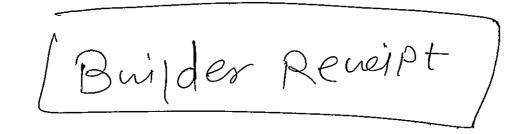
____ject to Realisation of Cheque

Note:- This is electronic generated receipt, signature is not required.

Office: Swaminarayan City, Reti Bunder Road, Mothagaon, Dombivli

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Receipt No	SNC 01/GEO/23/07025	Date	03/07/2023
Lail Id	crm@swaminarayancity.com	Project Name	Swaminarayan City
Member Code	C-23-01-013	Unit No./Flat No.	1102
Wing	ADONIA - E Wing	Floor	11

Received with thanks from Mr./ Mrs.Mr. Vipul Vinayak Kulkarni & Mrs. Alshwarya Vipul Kulkarni the sum of Rs. 1,000.00/-(Rupees One Thousand Only) by IMPS: 308413951757 dated: 25/03/2023 drawn on , towards installment for the Unit No. 1102.

	Received against due installment / charges as mentioned below							
Sr.	Unit Code	Voucher Types	Particulars	Principal Amount	GST Amount			
1	GEO-AWE-1102	Installment	%	1,000.00	0.00			
		Total		1,000.00	0.00			
		Grand Total	·		1,000.00			

**GSTTIN No.** 

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Note:- This is electronic generated receipt, signature is not required.

Office: Swaminarayan City, Reti Bunder Road, Mothagaon, Dombivii

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Beceipt No	SNC 01/GEO/23/02192	Date	26/02/2023
⊾√ail ld	crm@swaminarayancity.com	Project Name	Swaminarayan City
Member Code	C-23-01-013	Unit No./Flat No.	1102
Wing	ADONIA - E Wing	Floor	11

Received with thanks from Mr./ Mrs.Mr. Vipul Vinayak Kulkarni & Mrs. Aishwarya Vipul Kulkarni the sum of Rs. 51,000.00/-(Rupees Fifty One Thousand Only) by Online: Swipe dated: 05/01/2023 drawn on, towards installment for the Unit No. 1102.

Received against due installment / charges as mentioned below						
Sr. Unit Code Voucher Types Particulars Principal Amount GST Amount						
1	GEO-AWE-1102	Installment	%	51,000.00	0.00	
	Total 51,000.00 0.00					
		Grand Total			51,000.00	

GSTTIN No.

: 27ACXFS8846B1ZF

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Note:- This is electronic generated receipt, signature is not required.

Office: Swaminarayan City, Reti Bunder Road, Mothagaon, Dombivli

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Receipt No	SNC 01/GEO/23/02238	Date	26/02/2023
दर्भाail Id	crm@swaminarayancity.com	Project Name	Swaminarayan City
Member Code	C-23-01-013	Unit No./Flat No.	1102
Wing	ADONIA - E Wing	Floor	11

Received with thanks from Mr./ Mrs.Mr. Vipul Vinayak Kulkarni & Mrs. Aishwarya Vipul Kulkarni the sum of Rs. 1,00,000.00/- (Rupees One Lakh Only) by IMPS: IMPS - 304816457407 dated . 17/02/2023 drawn on , towards installment for the Unit No. 1102.

Received against due installment / charges as mentioned below						
Sr. Unit Code		Voucher Types	Particulars	Principal Amount	GST Amount	
1	GEO-AWE-1102	Installment	%	1,00,000.00	0.00	
		Total		1,00,000.00	0.00	
		Grand Total			1,00,000.00	

**GSTTIN No.** 

: 27ACXFS8846B1ZF

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Note - This is electronic generated receipt, signature is not required.

Office: Swaminarayan City, Reti Bunder Road, Mothagaon, Dombivli

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Receipt No	SNC 01/GEO/23/03007	Date	01/03/2023
Pail Id	crm@swaminarayancity.com	Project Name	Swaminarayan City
Member Code	C-23-01-013	Unit No./Flat No.	1102
Wing	ADONIA - E Wing	Floor	11

Received with thanks from Mr./ Mrs.Mr. Vipul Vinayak Kulkarni & Mrs. Aishwarya Vipul Kulkarni the sum of Rs. 33,000.00/-(Rupees Thirty Three Thousand Only) by IMPS: 300908547614 dated: 09/01/2023 drawn on, towards installment for the Unit No. 1102.

Received against due installment / charges as mentioned below						
Sr. Unit Code Voucher Types Particu			Particulars	Principal Amount	GST Amount	
1	GEO-AWE-1102	Installment	%	33,000.00	0.00	
		Total		33,000.00	0.00	
		Grand Total			33,000.00	

**GSTTIN No.** 

: 27ACXF\$8846B1ZF

*Subject to Realisation of Cheque

Note:- This is electronic generated receipt, signature is not required.

Office: Swaminarayan City, Reti Bunder Road, Mothagaon, Dombivli

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