80/17682

पावती

Original/Duplicate

दिनांक: 04/10/2023

Wednesday, October 04, 2023

नोंदणी क्रं. :39म

1:11 PM

पावती क्रं.: 19695

Regn.:39M

गावाचे नाव: डोंगरे

दस्तऐवजाचा अनुक्रमांक: वसइ2-17682-2023

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: जय प्रकाश मीना - -

नोंदणी फी

च. 30000.00

हरत हरहाद्यानी पीर

চ. 2200.00

पृष्टां की संख्या: 110

एकूण:

च. 32200.00

आपणास मूळ दस्त ,थंबनेल प्रिट,सूची-२ अंदाजे ्रा:30 RM ह्या,वेळेस सिळेल. 🗸 灯 🔻

बाजार मुल्य: रु.5154992.865 /-

मोबदला रू.4999000/-

भरलेले मुद्रांक शुल्कः रह. 360850/- 😁 🗥 🚶 📈

1) देयकाचा प्रकार: , DHC रक्षम: रु.200/- , प्रिकार प्रकार: , DHC रक्षम: रु.200/- , प्रिकार प्रकार: , DHC रक्षम: रु.200/- , प्रिकार प्रकार: , DHC रक्षम: रु.200/- , प्रिकार: , DHC रक्षम: रु.200/- , प्रिकार: , DHC रक्षम: रु.200/- , प्रकार: , DHC रक्षम: , DHC र बँकंचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1023034415863 दिनांक: 04/10/2023

^{क्ष}ेत्रे संख्य य प्रताः

केल्लार: eChellen रक्षम: रू.३००००/-

<u> পুর ১,১৯,৯২২ বিকাল: ০৯/10/2023</u>

10/4/2023

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Y and a love 1 D	23!0042072		•		04 October 2023,12:03 ()
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क्षेत्राचे नाव		uncipal Corporation		<u> </u>	
वार्षिक मूल्य दर तक्त्यान्		antipal Corporation	सर्वे नंबर /न. भू, र	क्रमांक : सर्व्हे नंबर#5	<u> </u>
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बांधीव क्षेत्राची माहिती			734(4)	86300	<u>चौ. मीटर</u>
बांधकाम क्षेत्र(Built Up)-	62.931चौ. मीटर	मिळकतीचा वापर-	निवासी सदनिका		
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उद्ववाहन सुविधा -	ਮ- ।। (।। (।। आहे	मजला -	11th to 20th Floor	बांधकामाचा दर कार्पेट क्षेत्र-	
42	-110	40KII -	1 m 10-20m F100f	하나로 뭐치-	57.21चौ. मीट
Sale Type - First Sale		,			I ·
	Property constructed after	er circular dt.02/01/2018	to a comment		
मजला निहाय घट/वाढ			Apply to Rate= Rs.81915	<u> </u>	1
घसा-यानुसार ामळकता	चा प्रति चौ. मीटर मूल्यदर	•••	र - खुल्या जेमिनीचा दर) * घ 3400) * (100 / 100)) + 1	सा-यानुसार टक्केवारी)+ खुल्या [.] 8400)	जिमिनीचा दर)
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		= 81915 * 62.931			
		= Rs.5154992.865/-			• •
Applicable Rules	=3, 9, 18, 19				
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				- All	<u>—————————————————————————————————————</u>

Home Print

असह. दुय्यम निबंधक वर्ग- २ वसई क्र. २ (विरार)

वसई क्र.-२ 9UEL2 9 998 २०२३





CHALLAN MTR Form Number-6



GRN MH008923368202324E	BARCODE III	I JOH T O JANKE E RECOTENE I J J J	III II Milaina	u min I	<u></u>		_				
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	Registration				Payer Det	ails					
Stamp Duty Type of Payment Registration Fee			TAX ID /	TAN (If Any							
			PAN No.(lf Applicable	AKSPM3667K	_	_				
Office Name VSi2_VASAI NO 2 JC	DINT SUB REGIS	TRAR	Full Nam	e	JAI PRAKASH MEENA						
Location PALGHAR	 -										
Year 2023-2024 One Time			Flat/Bloc	k No.	GARDEN AVENL	IE K3			ANZENI		
Account Head Deta	lis	Amount In Rs.	4			 	, OA	VDEIN	, AAGN	UE K	`
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379930.00					•			•	•		
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ON FACE		3,79,930.00	Words	ty Rupee:	_			10 1 101	ini en	14)11	
ayment Details BANK O	F MAHARASHTI	₹4		<u> </u>	R USE IN RECEIV	NG F		_	 -		
Cheque-DD Details			Bank CIN	Ref. No.	02300042023100				00000		-
heque/DD No.			Bank Date	RBI Date	03/10/2023-16:51:		+		ied wi		_
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enartment ID ·					· .or sewed Mith ?	ocroit I					

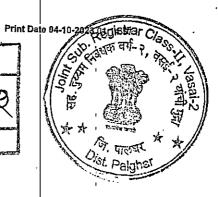
Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदद चटान केवल दुरगम निवंदक कार्यानयात नोवंगी करावयात्त्या दस्तासाठी लागु आहे . नोवंगी न करावयात्या दस्तासाठी सदद चटान लागु

Challan Defaced Details

Sr. No.	Remarks	Def	·		1
 - 	(iS)-80-17682	Defacement No.	Defacement Date	Userid	Defacement'Amount
		0004676426202324	04/10/2023-13:11:03	IGR134	 -
. 2	(iS)-80-17682	0004676426202324	04/10/2023-13:11:03		30000.00
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			Total Defacement Amount		3,79,930,00

Page 1/1
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CHALLAN MTR Form Number-6



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Department Inspector General Of	Registration				Payer Deta	lis					
Slamp Duty Type of Payment Sale of Non Judio	cial Stamps IGR Resi	t of Maha	TAX ID / T	AN (If Any)					,		_
			PAN No.(If	Applicable)	AKSPM3667K						
Office Name VSI2_VASAI NO 2 JO	OINT SUB REGISTR	AR	Full Name		JAI PRAKASH ME	ENA	_			_	
Location PALGHAR											
Year 2023-2024 One Time	÷		Flat/Block	No.	GARDEN AVENU	E K3	GAR	DEN	AVEN	IÚE K	
Account Head Deta	niis	Amount in Rs.	Premises/	Building	٠				i		
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MAICFACE		10,920.00	Words								
Payment Details BANK	OF MAHARASHTRA			FO	R USE IN RECEIVE	NG I	BANK	:	-		
Cheque-D	D Details		Bank CIN	Ref. No.	023000420231004	4097	35 23	2774	6410	90	
Cheque/DD No.			Bank Date	RBI Date	04/10/2023-12:15	:56	No	ot Ver	ified v	vith R	BI
Name of Bank			Bank-Branc	h	BANK OF MAHAF	RASI	ITRA			-	
Name of Branch			Scroll No. , I	Date	Not Verified with t	Scro			-		\dashv
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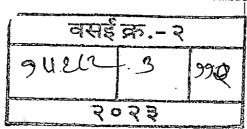
Department ID : Mobile No. : 8830401637 NOTE:-This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. रादर चलन केंग्रेस दुव्याग निवासक कार्यान्यात नोदंशी करावयाच्या दस्तांसाठी लागु आहे. नोदंशी न करावयाच्या दस्तांसाठी सदर चलन लागु

Challan Defaced Details

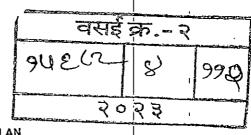
Sr. No.		r ————			1
	Remarks'	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(iS)-80-17682	0004676433202324	04/10/2023-13:11:12	IGR134	10920.00
L			Total Defacement Amount		10,920,00

Pagé 1/1

Print Date 04-10-2023 01:14:43











CHALLAN MTR Form Number-6

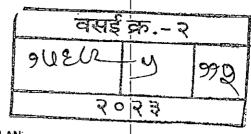
GRN MH008923368202324E	BARCODE			III Date	03/	10/2023-16:5	0:11	Forn	ı ID	25.2	_
Department Inspector General C	Of Registration					Payer Detai	İs				
Stamp Duty		-	TAX ID / TA	N (If Any)							
Type of Payment Registration Fee			PAN:No.(If A	pplicable)	AKSF	M3667K					
Office Name VSI2_VASAI NO 2 JOINT SUB REGISTRAR			Full Name		JAI P	RAKASH ME	ENA				
Location PALGHAR											
Year 2023-2024 One Ti	me		Flat/Block No. GAR		GAR	I DEN AVENU! 	Ξ K3,	GARI	DEN A	/ENUE	к
Account Head De	etalls	Amount In Rs.	Premises/B	ullding							
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Total		3,79,930.00	Words	ty Rupee	s Only	, ,					
Payment Details BAN	NK OF MAHARASHTR	4		FC	or us	E IN RECEIV	/ING	BANK	(-
Cheque	-DD Detalls		Bank CIN	Ref. No.	023	0004202310	3083	51 2	327646	08267	
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Name of Branch			Scroll No.,	Date	No	l t Verified with	Scro	11			
Danadwant ID :						1			•		01637

Department ID : Mobile No. : 8830401637 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवल दुख्यम निवंधक कार्यालयात नोदंणी करावयाच्या दस्तांसाठी लागु आहे . नोदंणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही .



Page 1/1_.

Print Date 03-10-2023 04:52:54





CHALLAN MTR Form Number-6



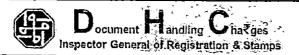
GRN MH008956405202324E BARCODE	OZ Z 10 TO MOLI O SERO PŘÍ 15 DO JE J		IIII Date	• 04	/10/2023-12:1	3:58	For	n ID	25.2	 !	
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Type of Payment Sale of Non Judicial Stamps IGR Rest of Maha			Applicable)	AKS	M3667K	-				_	_
Office Name VSI2_VASAI NO 2 JOINT SUB REGISTRAR				JAI F	RAKASH ME	ENA			•		
Location PALGHAR											
Year 2023-2024 One Time		Flat/Block	No.	GAR	DEN AVENUE	€ K3,	GAR	DEN /	AVENU	EK	
Account Head Details	Amount In Rs.	Premises/E	Building								
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Department ID : Mobile No. : 8830401637 NOTE:-This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवल दुख्यम निवंधक कार्यालयात नोदंणी करावयाच्या दस्तांसाठी लागु आहे नोदंणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.



Page 1/1

Print Date 04-10-2023 12:17:50



Receipt of Document Handling Charges

PRN 1023034415863

Receipt Date 04/10/2023

Received from SRI DUTT CONS, Mobile number 8830401637, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 17682 dated 04/10/2023 at the Sub Registrar office Joint SIR.Vasai 2 of the District Palghar.

DEFACED

₹ 2000

DEFACED

Payment Details

Bank Name	манв .	Payment Date	03/10/2023	
Bank CIN	10004152023100314049	REF No.	014902773	
Deface No	1023034415863D	Deface Date	04/10/2023	1 .

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

वसई क्रा.-२ १७६८२- ६ ११११ २०२३



ष्ट्रीपणाधन १. / ३००००

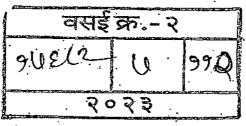
आम्हीं, खाली सही करणार असे घोषित करतों की, सदर नोंदणीचा दस्त नोंदिवण्यापुर्वीं आमच्या जवाबदारी नुसार आम्ही दस्तातील मिळकतीचे मालक/दारस/हक्क हित्त विदेत व्यक्ती यांची मालकी (TITLE) तसेच मिळकतीचे मालकाने नेमुन दिलेल्या कुळमुखत्यारधारक (P.A. यांची मालकी (TITLE) तसेच मिळकतीचे मालकाने नेमुन दिलेल्या कुळमुखत्यारधारक (P.A. HOLDER) लिहुन देणार व लिहुन घेणार हयात आहेत व कुळमुखत्यार अद्यापही रद्द झालले नाही. आजही सदरचे कुळमुखत्यारपत्र अस्तित्वात आहे ह्याची आम्ही खात्री देत आहोत, तसेच मिळकतीचे इतर हक्क,कर्ज,वंक बोजे व कुळमुखत्यारधारकानी केलेल्या व्यवहारांच्या अधीन राहुन आम्ही आश्वा आर्थीक व्यवहार पूर्ण करीत आहोत.

त्यामुळे, नोंदणीसाठी सादर केलेल्या दस्तेवजामधील मिळकत हि फसवणुकीद्वारे दुवार जिल्ली कि वाची याचा आगी अभिनेता केलिला केलिला केलिला हेणार जिल्ला है जिल्ला आगी अभिनेता आहे. दस्तातील लिहुन देणार जिल्ला है जिल्ला आगी अभिनेता आहे। स्ट्रांस खानी करून या दस्तासोबत दोन ओन्डिक है जिल्ला असी अधिक व्यक्ति पूर्ण करतेवळी पुरावा कायद्यानुसार दर्भवार साक्षीदार यांच्या स्वाक्ष-या हेण्यात आलेला तसेच या दस्तासोबत जोडण्यात आलेले जुव कागदपत्रे है खारे आहेत, तसेच मिळकतीच्या हस्ताहारणाबाबत कोणात्याही हा. न्यायालयाचा विद्या शासनाचा मनाई हुकुम नाहीं याचीही आम्ही खानी देत आहोत. याबाबत आमेचे कायदेशीर सल्लागार/वकील यांना कागदपत्रे दाखवुन त्यांच्या सल्ल्यानुसार आपल्या कार्यालयात दस्तेवज नोंदणीसाठी सादर करण्यात आलेला आहे.

मिळक्ट्रीची माननी तपासणे/ठरवीणे साठी सक्षम तलाठी व भुमी अभिलेख कार्यालय व करा न्यायालय यांना अधिकार आहेत, त्यामुळे नींदणी कायदा 1908 चे कलन 44 व वेळोवेळी मा. उच्च न्यायालयांने दिलेल्या निर्णयानुसार दस्तामधील मिळकतीचे मालक/क्ळमुख्त्यारधारक व दस्त्वन्य खरेपण व वैत्यता त्यासणे हे नींदणी अधिकारी यांची जनाबदारी नाही. याची अस्हार स्थित आहे.

त्या अनुषंगाने विकित केवित अससेल्या फसवणुक व त्या अनुषंगाने विकित केवित विकित केवित विकित केवित विकित केवित विकित केवित विकित केवित विकित केवित विकित केवित विकित केवित विकित केवित
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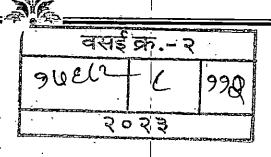
AM.



लिहुन देणार

ळावळा यस्त्र







AGREEMENT FOR SALE

Agreement for Sale made at ______ this 4 day of octin the year -_____;

Between

Messrs. **Sri Dutt Constructions**, a partnership firm registered under the Indian Partnership Act, 1932, having its Office at Flat No. B/103, Bldg. No. 4, S.N. 5,5B,5D,5F & 5G, K. Avenue, Global City, Dongarpada, Narangi, Virar (West), Pin- 401303, represented herein by its partners (1) Mrs Jyotsana P Patel, through their constituted Attorney Mr Ramjibhai M Anghan, hereinafter referred to as the "Promoter" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the successors and assigns of the said partnership firm, the said partners and the heirs, executors, administrators, legal representatives, assigns and trustees of the survivors or of the last survivor of the said partners and the person who may join as partners and their respective heirs, executors, administrators, assigns and trustees) of the One Part:-

AND

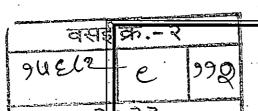
MR. JAI PRAKASH MEENA, Indian Inhabitant/s, having his/her/their/its address at B/205 Sai Sarovar,2nd Road, Opp Mother Mary School, shanti Park, nallasopara West -mumbai, thane -maharashtra -401203, hereinafter referred to as "Allottee/s" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her/their/its heirs, executors, administrators and permitted assigns) Allottee/s of the Other Part;

Purchaser (s)

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The Promoters and the Allottee/s are hereinafter, wherever the context may so require, individually referred to as "Party", and collectively referred as "Parties".

Whereas:

- (i) Keystone Realtors Private Limited (formerly known as Enigma Constructions Private Limited prior to the amalgamation/merger vide order dated 7th November, 2014 passed by the Hon'ble High Court, Bombay in the Company Scheme Petition No. 403 of 2014 along with Company Summons For direction No. 437 of 2014), a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at 702, Natraj, MV Road Junction, Western Express Highway, Andheri (East), Mumbai 400 069 (hereinafter referred to as "Keystone") and Evershine (hereinafter collectively referred to as the "Co-Owners"), are jointly seized and possessed of, or otherwise well and sufficiently entitled, in equal shares to all the contiguous pieces or parcels of freehold non-agricultural land, allocated New Survey Nos. 5, 5B, 5D, 5F and 5G admeasuring approximately 8,79,581 square meters situate at Village Dongare (Dongar Pada) also known as Village Narangi; within the Registration of Sub-District of Vasai, District Thane, more particularly described in the First Schedule hereunder written and shown surrounded by RED coloured boundary line on the sanctioned Lay-out Plan hereto annexed and marked Annexure 'A' (hereinafter collectively referred to as the "Entire Land").
- (ii) Certain Portions of the Entire Land are reserved/earmarked under the approved Development Plan of the Virar - Vasai Sub-Region, i.e., for D. P. Roads, D. P. Reservations for Playground Schools, College, Recreation Ground, CFC, Market, Parking Areas, etc. The aforesaid reserved portions are hereinafter collectively referred to as the "Amenity Plots".



Purchaser (s)

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- (iii) The Co-Owners intend to identify and earmark any or all parts/portions of the Entire Land as sectors, and develop the same in a phased manner over a period of time, by, inter alia, constructing upon each such sector, multiple projects, for any objects or purposes, and having one or more building/s, and/or a building with two or more wings by utilisation of such part of the entire Compensatory Floor Space Index ("FSI"), Transferable Development Rights, and/or any other rights, benefits and/or any floating rights of any nature whatsoever, and by inatever name called, including fungible FSI, that is, or may be available, or acquired, under any applicable law, or otherwise howsoever, including by way of hand over and/or transfer, to any governmental authority or persons, of any or all of the Amenity Plots or any part/s of the Entire Land (hereinafter referred to as the "Development Potential");;
- (iv) The Co-Owners have agreed to undertake the development of the Entire Land on a joint venture basis on terms and conditions as set out in a Joint Venture Agreement dated 20th March, 2009 executed by and between the Co-Owners;
- (v) The Co-Owners have notionally divided the Entire Land into Avenues 'K' and 'L', and Avenue 'K' has been notionally divided into four Avenues namely Avenue 'K-1', Avenue 'K-2', Avenue 'K-3' and Avenue 'K-4' and Avenue 'L' has been notionally divided into six Avenues namely Avenue 'L-1', Avenue 'L-2', Avenue 'L-3', Avenue 'L-4', Avenue 'L-5' and Avenue 'L-6' to facilitate construction of residential buildings through utilisation of part of the Development Potential, that is 29,13,133.77 square feet (built-up area) which is sanctioned vide 2011 Commencement Certificate (defined hereinafter) as modified by the 2012 Commencement Certificate (defined hereinafter);

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> ু (ই) By an Agreement dated 13th October 2012, made by and between Evershine of the One Part and Keystone (then known as Enigma) of the Other Part and registered with the Sub-Registrar of Assurances at Vasai-Virar City Municipal under Serial no. Vasai -2/9924 of 2012, on 15th October, 2012 (hereinafter referred to as the "Inter-se Agreement") the Co-Owners have jointly and mutually agreed to the division and distribution of the said part of the Development Potential that is 29,39,133.77 square feet between themselves in equal shares to the intent and effect that Evershine will be absolutely and exclusively entitled to part of the Development Potential aggregating to 14,69,566.88 square feet as per details set out in Part I of the Second Schedule thereunder written (hereinafter referred to as "Evershine's FSI") and Keystone shall be absolutely and exclusively entitled to part of the Development Potential aggregating to 14,69,566.88 square feet as per details set out in Part II of the Second Schedule thereunder written (hereinafter referred to as "Keystone's FSI"), and that each of them that is, Evershine and Keystone are and shall be entitled to exclusively and separately exploit their respective shares being Evershine's FSI and Keystone's FSI in the construction of residential buildings to be constructed on portions of Avenues 'K' and 'L' in accordance with 2011 Commencement Certificate (defined hereinafter) as modified by the 2012 Commencement Certificate (defined hereinafter);



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.२०२३ (vii) Accordingly as agreed and recorded in the Inter-se Agreement, Evershine became irrevocably entitled without notice or reference to Keystone to sell Evershine's FSI or any part thereof and/or to grant development rights to third parties in exercise of which such third party shall be entitled to develop part/portion of the Entire Land, being Avenue K-3 admeasuring approximately 293301.45 square feet BUA, more particularly described in the Second Schedule hereunder written and plan annexed hereto at Annexure 'A' (hereinafter referred to as the "Project Land") by constructing a residential building thereon through utilisation of part/portion of Keystone's FSI as sanctioned under the 2011 Commencement Certificate (defined hereinafter) and as modified by the 2012 Commencement Certificate (defined hereinafter) and as may be modified by a further Commencement Certificate to be issued on a basis of a revised Building Proposal to be submitted to the VVCMC.

- (viii) By and under the Development Agreement dated 25th April, 2013 (hereinafter referred to as "Development Agreement") made by and between Keystone as Owners of the One Part and the Promoter herein_as Developer of the Other Part, and registered in the Office of the Sub-Registrar at Vasai-2_under Serial no. 3823/2013 on 26th April, 2013, the Promoters have agreed to develop the Project Land, by inter alia:
- (ix) Evershine by a Development Agreement have granted Development Rights in respect of the part envisaged in the scheme of development. The Development Agreement interalia involves the project land to be developed in phases in the following manner:-
- (x) The Co-Owners have identified and earmarked, a part/portion of the Entire Land, being Avenue 'K-3' admeasuring approximately 293301.45 square meters, more particularly described in the Second Schedule hereunder written and hatched in RED color on the plan annexed hereto at Annexure 'A' (hereinafter referred to as?, the "Project Land"), to be developed in phases, which later also involves:

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वसर्ड क्र.- २ 94862 23 タラダ the construction of residential building comprising of 05 wings (a) namely GARDEN AVUNUE - K to be developed and २३ constructed, in phases, upon the Project Land, all or any of them, proposed to be upto fourteen upper floors above the ground floor level thereof (hereinafter referred to as the "Building"), with the areas, amenities and facilities to be developed upon the Project Land in phases, all within the Project Land which are intended for the common use of, inter alia, the allottees, purchasers, owners and occupants, from time to time of flats and premises, and more particularly described in Part A of the Statement annexed hereto and marked Annexure 'B' (hereinafter referred to as the "Common Areas & Amenities"), by utilisation of part/portion of

Part B of the Statement annexed hereto at Annexure 'B'; and, the allotments and sales, by the Promoters of the flats and premises in the Project Building/s, on an "ownership basis" under the applicable provisions, from time to time, of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "MOFA") (as applicable) and the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA"), and/or the grant of leases, tenancies, licences, and/or any other alienation or disposed of such flats and premises, as the Promoters deem fit, in their discretion.

Common Areas & Amenities, parking

Evershine's FSI which is estimated to be approximately 293301.45 square feet BUA as the Promoter deems fit, in its discretion. Each of the Buildings shall include staircases, lifts and common passages on each floor/level thereof, fire-fighting systems, refuge areas, garbage disposal areas, and certain areas within each of the Buildings (hereinafter referred to as the "Limited Common Areas & Amenities"). Limited Common Areas & Amenities shall always exclude

independent areas and utility areas in the Project (defined hereinafter). The Limited Common Areas & Amenities in respect of the Buildings are more particularly described in



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spaces,

(xi) In respect of the Project:

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- (a) The Promoter has appointed M/s. Shah Gattani Consultants, registered with the council of architects, (hereinafter referred to as the "Project:Architect") and structural engineer M/s. J W Consultants LLP in respect of the design and execution of the Project (hereinafter referred to as the "Project Engineer"). The Promoter shall have the right to remove and substitute the Project Architect and/or Project Engineer and have accepted their professional supervision till the completion of the Project.
- (b) The Promoter has obtained the Certificate of Title dated 16th day of July, 2013 as modified by further Supplementary Certificate of Title dated 27th day of December, 2013 issued by M/s. M. T. Miskita and Company, Advocates and Solicitors certifying the title of the Co-Owners to the Project Land (including the rights to develop the same) a copy whereof is annexed hereto and marked as Annexure 'C'.
- The Co-Owners have obtained, and are in the process of (c) being obtained, and are to obtain, all approvals, permissions, sanctions, licences, and no objection certificates/letters, by whatever name called, under applicable law, as the Co-Owners may consider necessary and expedient, and/or as required by any governmental authority, inter alia, in relation to the development of the Project, and/or, inter alia, in relation to the Project Land, or any part thereof, and includes specifically: (1) the current lay-out plan ("Plan") and the Building Plan in respect of the Project Land approved by the Vasai-Virar City Municipal Corporation (hereinafter referred to "VVCMC"), (2) the current 2012 Commencement Certificate bearing no. VVCMC/TP/AM/VP 0453/296/2011-12 dated 31st March, 2012 (hereinafter referred to as the Commencement Certificate") issued by VVCMg/ Authority in respect of the Project,

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and (3) Environmental Clearance Certificate bearing No. 21-544/2006-1A-III dated 13th March, 2007 of the Union Ministry of Environment and Forests, Government of India, in respect of the Project Land in accordance with Environment Impact Assessment Notification S. O. (E), dated 27th January, 1994 read with the Amendment notified on 7th July, 2004 vide Notification S. C. 801(E) (hereinafter referred to as the "GOI Environmental Certificate") copies whereof are annexed hereto and marked Annexures 'D-1' and 'D-2' respectively, together with all further Commencement Certificates, GOI Environmental Certificates and other approvals, permissions, sanctions, licences, no objection letters/certificates, and together with renewals, extensions, revisions, amendments and modifications thereof, from time to time, as the Co-Owners may consider necessary and expedient, in their discretion, and/or as required by the CIDCO/VVCMC, and/or any governmental authorities (hereinafter collectively referred to as the "Approvals").

- (xii) The phases in respect of the Project are as follows:
 - (a) Phase I being the building identified as "Building No. K7, K7/A, K8, K9 & K10" (Wing "K7-A, K8-B, K9-C, K10-D, K7/A-E" as per Approvals) including the Limited Common Areas & Amenities thereto (hereinafter referred to as the "said Building")

The Promoter are in the process of applying for registration of each Phase as referred above, as a "Project" as defined in RERA.

(b) RERA Register No is P99000007110 for Garden Avenue - K K3.



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(xiii) By an Indenture of Re-Conveyance Deed dated 30th September 2016 executed by HDFCL in favour of Evershine and Enigma (being predecessors-in-title of Keystone) as Joint Venturers and registered in the Office of the Sub-Registrar of Assurances at Vasai-5 under Serial No. 5300/2016 ("2016 Reconveyance"), **HDFCL** re-conveyed to Evershine and Enigma predecessors-in-title of Keystone) as Joint Venturers, a large portion of the Land admeasuring 6,41,942 square meters which includes Avenues "G", "H", "J", "K", and "M" admeasuring 11,818 square meters, 42,113 square meters, 56,695 square meters, 12,910 square meters and 23,577 square meters respectively together with the buildings constructed and to be constructed thereon, the Evershine and Enigma having repaid to the HDFCL the mortgage debt payable under the 2011 Mortgage.

- (xiv) A copy of the 7/12 extract issued by the Talathi Office showing the nature of title of the Co-Owners to the Larger Land on which the said Residential Building is being constructed is annexed hereto and marked as Annexure "E".
- (xv) The Allottee/s has/have approached, and applied to, the Promoter for allotment to the Allottee/s, of the proposed residential unit in the said Building (hereinafter referred to as the "Apartment"), details whereof are listed in the Statement annexed hereto and marked Annexure 'F', which is shown on the typical floor plan thereof annexed hereto and marked Annexure 'G' and which is more particularly described in the Third Schedule hereto, with the benefit of the use of the parking space/s, referred to in the Statement annexed hereto and marked Annexure F (hereinafter referred to as the "Parking Space/s") as amenity thereto. In this regard, the Allottee has/have demanded from the Promoter, and the Promoter have given to the Allottee/s, inspection of the documents and records relating to the Entire Land, the Project Land, and the Project, as well as all other documents specified under RERA including the current Sanctioned Plans, Building Plans and Commencement Certificate as required to be disclosed. The Allottee has satisfied himself/herself/themselves/itself thereof, including the title of the Co-Owners Land/Project Land (including the right to develop the same

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Based upon the agreements, confirmations and undertakings of and applicable to the Allottee/s herein, including to observe, perform and comply with all terms, conditions and provisions of this Agreement, the Promoter have agreed to allot and sell the Apartment to the Allottee/s, strictly upon and subject to the terms, conditions and provisions hereof

(xvii) Under the provisions of RERA, the Parties are required to execute an Agreement for Sale, being this Agreement, and to register the same under the provisions of the Indian Registration Act, 1908.

Now These Presents Witnesseth And It Is Hereby Agreed By And Between The Parties Hereto As Under:-

- 1. The recitals, annexures and schedules in and to this Agreement form an integral part of this Agreement, and in the interpretation of this Agreement and in all matters relating to the agreement herein, this Agreement shall be read and construed in its entirety.
- 2. In this Agreement
 - 2.1.1 unless the subject or context otherwise requires, reference to the word "include", "includes" or "including" shall be construed as without limitation;
 - 2.1.2 reference to the terms "herein", "hereto", "hereof", or "thereof", and any other similar terms refer to this Agreement and not to the particular provision in which the term is used, unless the subject or context otherwise requires;
 - 2.1.3 reference to any one gender, masculine, feminine, or neutral, includes the other two, and the singular includes the plural and vice versa, unless the subject or context otherwise requires;
 - 2.1.4 reference to an "amendment" includes a supplement, modification, novation, replacement, or re-enactment, and the term "amended" is to be construed accordingly unless the subject or context otherwise requires;
 - 2.1.5 bold typeface, headings and titles are used for convenience of reference only and shall not affect the construction of this Agreement, and/or limit, extend, or define any of the terms, conditions and provisions hereof;



Purchaser (s)

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2.1.6 when any number of days is prescribed in any document, the same shall be reckoned exclusively of the first and inclusively of the last day;

- 2.1.7 wherever the Allottee has confirmed, and/or accepted, and/or acknowledged, and/or agreed to, and/or given any undertaking in respect of, any act, deed, matter, thing, item, action, or term or provision of this Agreement, the same means, and shall be deemed to mean, the irrevocable and unconditional confirmation, acceptance, acknowledgement, agreement, undertaking, declaration, representation and warranty on the part of the Allottee, in respect of, and/or in relation, to such act, deed, matter, thing, item, action, or provision;
- 2.1.8 wherever reference is made to the "discretion of the Promoters", or "Promoters' discretion", and any grammatical variations thereof, the same means, and shall be deemed to mean, the sole, absolute and unfettered discretion of the Promoters, which irrevocably binds the Allottee/s and all other concerned persons, and which shall not be called into question, and/or challenged, and/or disputed in any manner, on any grounds whatsoever, by the Allottee and all concerned persons;
- 2.1.9 wherever reference is made to the "entitlement" of the Promoter', and/or the Promoter being "entitled", and any grammatical variations thereof, the same means, and shall be deemed to mean, the full complete, absolute, exclusive and unfettered entitlement and liberty of the Promoter in their sole discretion, over, and/or in relation, to the act, deed, matter, or thing in question:
- 2.1.10 time is of the essence in respect of the performance by the Allottee of all his/her/their/its obligations, ineluding financial obligations. If any time period specified never is extended in writing by the Promoter in their discretion, such extended ime period shall also be of the essence;



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Allottee on or before the due dates for payment thereof, and/or as demanded by the Promoter, without any delay, demur, default, dispute, or deduction, whatsoever;

- 2.1.12 references to recitals, clauses, schedules and annexures shall be reference to the recitals, clauses, schedules and annexures contained in, or annexed to, this Agreement, as the case may be;
- 2.1.13 references to laws, rules or regulations, or to any provision/s thereof, shall include references to any such law, rules and regulations as they may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation, including rules or regulations, made from time to time under that provision.

3. ALLOTMENT & SALE

3.1 Subject to and upon the terms, conditions and provisions hereof, including payment by the Allottee/s of all amounts, charges, deposits, interest, damages, liabilities, contributions including fund contributions and corpus, etc., including the Purchase Price (defined hereinafter), payable, agreed to be paid, and/or required to be paid by the Allottee/s herein and in relation to, and/or in pursuance of, the agreement for allotment and sale herein, the Promoter hereby agrees to allot and sell to the Allottee/s, and the Allottee/s hereby agree/s to purchase and acquire from the Promoter, on what is commonly known as "ownership basis" in terms of RERA, the Apartment, together with the use, as an amenity attached to the Apartment, of the Parking Space/s, solely and exclusively for the parking of the Allottee/s light motor vehicle, for no other purposes whatsoever, including not for storage, or any commercial purpose, or for parking of any other vehicles, and not for parking of any large, or extra-large, vehicles.

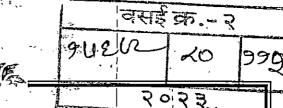
3.2 Apartment Amenities



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3.2.1 The Promoter shall install and/or provide the amenities, fixtures and fittings proposed to be provided in the Apartment, (hereinafter referred to as the "Apartment Amenities"). The Allottee/s hereby agree/s, declare/s and confirm/s that save and except the Apartment Amenities, the Promoter shall not be liable, required and/or obligated to provide any other fixtures or fittings in the Apartment. For betterment thereof and/or for quality control purposes and/or due to non-availability or short supply, any of the Apartment Amenities and/or materials or items used, or comprised therein, may be altered, amended, or substituted, and/or materials or items of a similar nature materials or items may be provided.

3.2.2 The Allottee/s has/have been informed and is/are aware that (i) all natural materials, including, marble, granite, natural timber etc., contain veins and grains with tonality differences, and while the Promoter shall pre-select such natural materials for installation in the said Building, and/or the Apartment, and/or that form a part of the Apartment Amenities their non-conformity, natural discoloration, differences/variations at the time of installation will be unavoidable, (ii) the warranties of equipment, appliances and electronic items installed in the Apartment by the Promoter shall be as per the standard warranties provided by the manufacturer only and accordingly any defect in such equipment, appliances and electronic items, and/or the installation thereof, shall be rectified in accordance with the warranties provided by the system /equipment installer/ manufacturer only (with the Promoter having no liability or obligation for the same) and it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non comprehensive annual maintenance contracts shall be obtained by the Allottee/s. The equipment of Registrar C



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appliances and electronic items installed and provided in respect of and forming a part of the Apartment Amenities shall be maintained, serviced and repaired by third party manufacturers, suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if such equipment, appliances and electronic items are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the authorized third party manufacturers, suppliers, dealers or maintenance providers, then the warranties in respect thereof shall be rendered void. The Promoter shall never be held liable or responsible in respect thereof.

3.3 Common Areas & Amenities

- 3.3.1 The nature, extent and description of the Common Areas & Amenities and Limited Common Areas & Amenities proposed to be comprised in the Project are set forth in Part A and Part B respectively of the Statement annexed hereto at Annexure 'B', which may be completed and/or available on or before Project Completion (defined hereinafter), at the Promoter's discretion.
- 3.3.2 The Allottee/s has/have been informed and is/are aware that the warranties of plant, machinery, equipment, appliances and electronic items installed by the Promoter in the Project shall be as per the standard warranties provided by the manufacturer only, and accordingly any defect in such plant, machinery, equipment, appliances and electronic items, and/or the installation thereof, shall be rectified in accordance with the warranties provided by the system/ equipment installer/manufacturer only (with the Promoter having no liability or obligation for the same), and it is agreed and acknowledge manufacturer ' warranties, that, beyond comprehensive/non comprehensive annual maintenance contracts shall be obtained by the Entity & Organisation (defined hereinafter) or Apex Body (defined hereinafter) (as the case may be).



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The equipment, machinery and various other facilities which form a part of the Common Areas & Amenities and Limited Common Areas & Amenities shall be maintained, serviced and repaired by third party manufacturers, suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc. If any equipment, machinery and various other facilities is maintained, serviced, repaired and/or tampered with, in any manner, by any person other than the authorized third party manufacturer, supplier, dealer or maintenance provider, then the warranty in respect thereof shall be rendered void. The Promoter shall never be held liable or responsible in respect thereof.

4. PURCHASE PRICE

- 4.1 The Allottee/s agree/s and undertake/s to pay to the Promoter, the agreed entire purchase price and consideration as stated in the Annexure 'F' hereto (hereinafter referred to as the "Purchase Price") in instalments, strictly in accordance with the schedule of payment set out in the Statement annexed hereto and marked Annexure 'F', and in terms of and subject to the terms and provisions of this Clause (4), or within fifteen (15) days from the date of a written demand being made by the Promoter; as directed by it.
- 4.2 All payments shall be made by cheques, and/or pay orders, and/or demand drafts, drawn in favour of "SRIDUTT CONSTRUCTION COLLECTION | Account No. 8612417049", or if directed by the Promoter, in its discretion, by direct bank transfer/RTGS deposited by the Allottee/s in the Promoter's Bank Account, along with the applicable Taxes (defined hereinafter) subject to deduction of applicable Tax Deducted at Source ("TDS").

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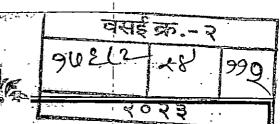
The Allottee's is/are aware and acknowledges that the Purchase Price has been accepted by the Allottee/s, on the specific agreement and confirmation of the Allottee/s that the Purchase Price shall be free of escalation other than escalation/increases, on account of escalation/increase in development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

- 4.4 The Allottee/s further confirm/s that it has willingly paid the earnest money/deposit as stated in the Annexure 'F' (hereinafter referred to as the "Booking Amount") and other installments of the Purchase Price to the Promoter on or prior to the execution of this Agreement.
- 4.5 The Allottee/s shall pay all the amounts payable under this Agreement on the due dates without any delay or default, time for payment of each of the aforesaid installments being the essence of the contract. The Promoter will forward to the Allottee/s written intimation of the Promoter having carried out the aforesaid work at the address recorded in this Agreement and the Allottee/s will be bound to pay the amount of installment within 8 (eight) days of the Promoter dispatching such intimation under Certificate of Posting or by Courier. The Promoter will keep the Certificate of Project Architects confirming that

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the Promoter has completed item/s of work/s mentioned therein and the Certificate will be open for inspection by the Allottee/s at the site office recorded in these presents. The Certificate shall be final and binding upon the Allottee/s. It is further agreed that on the Allottee/s committing default in payment of any of the installments of the Purchase Price or of any other amounts, government or local government bodies taxes applicable before or after the Agreement under these presents on their respective due dates (including his/her/their proportionate share of taxes (direct or indirect), sums, deposits, levies, rates, duties, charges, rents, cess, other charges, betterment charges, development charges and all other outgoings) the Promoter shall be entitled at their option to terminate this Agreement PROVIDED AND ALWAYS THAT the power to terminate herein contained shall be exercised by the Promoter after giving the Allottee/s 15 (Fifteen) days prior notice (in writing) of their intention to terminate this Agreement and specifying therein the breach or breaches of the terms and conditions on account of which the Promoter intend to terminate this Agreement, and the Allottee/s fails to rectify the default or/breach within the stipulated period of 15 (Fifteen) days from the date of receipt of such notice from the Alottee/s. It is further agreed that upon termination of this Agreement as stated herein Promoter shall forfeit the Booking amount of Rs.50,000/- (Rupees Fifty Thousand Only), and thereupon these presents shall stand cancelled and terminated and the Allottee/s shall have no claim, right over the Booking amount or the Apartment. The Promoter shall be at liberty to dispose off and sell the Apartment upon such termination of these presents to such person or persons at such price and on such conditions as the Promoters may deem and think fit in the Promoter's discretion. The Promoter shall refund the installments of the Purchase Price paid till then by the Allottee/s to the Promoter save and except the Booking amount. The Allottee/s shall not claim any interest upon such amount/s so refunded upon such termination of this Agreement. The Promoter shall be at. liberty to dispose off and sell the Apartment upon such termination of these presents to such person or persons at such price and pric such conditions as the Promoter may deem and think sit in absolute discretion. The Promoter also agrees that the paymen and delivery of the said refund by Account Payee Cheque to the

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Allottee/s at the address given by the Allottee/s in these presents, (whether the Allottee/s encashes the Cheque/s or not), shall be deemed to be a refund of the amount so required to be refunded by the Promoter. On and after such termination, the Promoter shall after deducting and appropriating from and out of the Purchase Price paid by the Allottee/s and received and realised by the Promoter, pre-estimated liquidated damages which shall be equivalent to [10] per-cent (10%) of the Purchase Price (which the Parties consider to be reasonable and not as a penalty) pay to the Allottee/s (or at the sole option of the Promoter to the bank or financial institution from whom the Allottee/s has/have availed of a housing loan in terms of this Agreement), the net balance thereof, within thirty (30) Days of the execution and registration of the Deed of Cancellation (in terms of a draft prepared by the Promoter) recording the termination and cancellation of this Agreement, if called upon by the Promoter to do so. It is agreed and clarified that other than the aforesaid amount, the Promoter shall not be liable to bear, pay and discharge to the Allottee/s any other amounts, charges, liabilities, compensation or damages.

4.6 Without prejudice to the Promoter other rights under this Agreement and/or law, in the event the Promoter at their sole discretion may decide to grant grace period to the extent of the period mentioned above in this clause 4 or beyond the period mentioned above in clause 4 as they may deem fit to the Allottee/s for payment of the unpaid installment, the Allotee shall be liable, and hereby agree to pay interest on all amounts remain unpaid for 7 seven days or more after becoming due and payable by the Allottee/s under the Agreement; The Allottee/s shall, in addition to the Purchase Price, be liable to bear, pay and discharge, no later than seven (7) Days from a demand being made by the Promoter in that regard, but in any event no later than fifteen (15) Days from the Date of Offer of Possession, the Other Charges & Deposits.



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- 4.7 It is expressly agreed that the Allottee's shall, in addition to the Purchase Price; be liable to bear, pay and discharge, no later than 8 (eight) days after a demand being made by the Promoter in that regard, but in any event prior to the date on delivery of the possession of the Apartment, the under mentioned amounts to the Promoter.
- 4.7.1 Rs. 600/- (Rupees Six hundred Only) towards non refundable deposit for share money / application / entrance fee of the Entities & Organisation;
- 4.7.2 Rs. 1767/- (Rupees one thousand seven hundred sixty-seven only) for proportionate share of taxes, maintenance and other charges;
- 4.7.3 Rs. 3000/-(Rupees three thousand only) towards non refundable deposit for formation and registration of the Entities & Organisations;
- 4.7.4 Rs._____/- (Rupees._____ Only) towards legal charges;
- 4:7.5 Rs.______/- (Rupees______ Only) towards non refundable deposit towards installation of transformer & electric meter;
- 4.7.6 Rs. _____/- (Rupees _____ Only) towards non refundable deposit towards installation of water meter;
- 4.7.7 Rs. _____/- (Rupees _____ Only) towards development charges;
- 4.7.8 Rs.28272.48/- (Rupees twenty-eight thousand two hundred seventy-two only) towards 12 (Twelve) months advance maintenance charges;
- 4.7.9 Rs._____/- (Rupees______ Only) Towards
 Project Infra Cost.

(hereinafter referred to as the "Other Charges & Deposits")

<u>DEVELOPMENT: PROMOTER RIGHTS & ENTITLEMENTS</u>

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

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The Promoter may make minor additions or alterations as may be required by the Allottee/s, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended by the Project Architect and/or Project Engineer and will be intimated (in writing) to the Allottee/s.

- 5.1.2 The Promoter hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by concerned authorities at the time of sanctioning the plans or thereafter and shall, before the Date of Possession (defined hereinafter) obtain from VVCMC, the Occupation Certificate in respect of the said Apartment.
- 5.1.3 The Project is, and shall be, undertaken and implemented, by the Promoter as they deem fit, in their discretion, on or before Project Completion subject to Force Majeure Events. No persons or parties, including Allottee/s and Entities & Organisations and/or the Apex Body, shall interfere, obstruct or in any manner deal with any matters relating to the Project.
- 5.1.4 The development of the Project Land and/or the said Project shall be considered to be complete only on completion of the construction of all buildings on the said Project Land by consuming the said part/portion entire Development Potential, as the Promoter deem fit in their discretion. The full completion, as determined by the Promoter in their discretion, of the Project is and includes: (1) completion of the entire construction of the Buildings, the Common Areas & Amenities and Limited Common Areas & Amenities, (2) receipt of all sanctions and approvals contemplated by the Co-Owners in respect of the Project, (3) formation and registration of all Entity/ies & Organisation/s by the Promoter (5) conveyance and transfer of the Buildings and the lease of the Project Land to the Entities & Organisations, in terms of this Agreement. The Promoter estimates the date of Project Completion to be 31st December, 2018, subject to Force Majeure and in normal circumstances; provided always that the Promoter shall always be entitled to complete the Project on an earlier date in its discretion (hereinafter referred to as the "Project Completion").

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5.1.5 With respect to the Development Potential contemplate utilised by the Promoter in the Project if either prior to Project Completion, or thereafter, any FSI, TDR, DR. or other development potential, of whatsoever nature or by whatever name called arises, and/or becomes available, and/or may be loaded or utilized upon, and/or in respect of the Entire Land, and/or any part of the Project Land, which may, for better and beneficial planning, and/or for convenience at the Promoter's discretion, form a part of the Development Potential, and be utilised in the Project, and/or any of the other projects to be developed, from time to time, as separate projects and/or as phases of separate projects, on various parts of Entire Land as determined by the Promoter, of building/s and structure/s, including for residential, commercial, retail, and recreational, user/s (hereinafter referred to as the "Other Projects"), then in such case the Promoter shall be entitled to prepare, amend, modify or revise and have sanctioned, such plans in respect thereof, and obtain any Approvals in respect thereof. There shall be no change in the planning of the Apartment by virtue thereof;

- 5.1.6 The Allottee/s confirm/s and acknowledge/s that all Other Projects and/or the plans, layout plans, approvals etc. in respect thereof, being implemented, or to be implemented in future are not the subject matter of this Agreement and there shall be no right, entitlement, or interest of any allottee/s in respect thereof;
- 5.1.7 Governmental authorities has/have set out, and may set out, any terms, conditions and restrictions which may apply to, and have to be complied with, by the Promoter, and/or the purchasers and allottees of flats and premises in the Project;
- The Promoter shall, until Project Completion, be and remain exclusive owner and holder and shall have, entire right, title, interest, benefit, claim and demand in respect of the Project, including all flats and premises therein, and all the Development Potential so utilised therein; and the Allottee's interest being solely limited to the Apartment;

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The Promoter have the right, in their discretion, to receive, collect to themselves, appropriate, apply and utilise the entire consideration/purchase price received from the allottees of the flats/premises in the Project in such manner and to such extent as the Promoter, in their discretion deem fit.

- 5.1.10 All purchasers and allottees, from time to time, of flats and premises of the Project, shall be and be deemed to be on the same footing, and have and shall always have the same rights, interests and entitlements as all the other (including initial) allottees and purchasers of the flats and premises, planned from time to time in respect of the Project, they shall be admitted as members of the relevant Entity & Organisation (defined hereinafter) and as a result thereof there may be a modification and variation to the undivided share appertaining to the Apartment in the Common Areas & Amenities and the Limited Common Areas & Amenities. All purchasers and allottees shall be admitted as and made members thereof;
- 5.1.11 The Promoter may, for the purpose of clarity, and/or for maintaining correctness thereof, and/or to comply with applicable law, alter the terms and conditions of any agreements for allotment and sales, in respect of flats and premises in the said Building.
- No persons or parties, including the Entities & Organisations and the Federation in respect of the Project shall be involved in, or be entitled to interfere, obstruct or in any manner deal with any matters relating to the Other Projects and/or the Entire Land and/or the utilisation and/or the dealing with the Development Potential, or any part/s thereof. The Entities & Organisations to be formed in respect of the Project, the Apex Body (defined hereinafter), and all other entities, organisations, federations, etc, formed in respect of the Entire Land, by the Promoter and Co-owners, shall each strictly function within the frame work of their respective constitutions as framed, from time to time, by the Promoter and/or the Co-owners



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5.2 General

- 5.2.1 The Co-Owners are and shall always be the sole, absolute irrevocable and complete owners, holders and in the charge and control of the Entire Land and the Development Potential, and every part thereof, and have, and shall always have, the entire, exclusive overriding, and irrevocable interest and power, entitlement and authority to develop, from time to time, in a phased manner, over such period of time, and in such sequence or order (the same being dynamic in nature) all projects and/or phases of projects upon the Entire Land, including by submitting any part/s or portions thereof, under any applicable law and by dealing with, distributing, apportioning, utilising and transferring, the Development Potential, in such manner, to such extent, and at such intervals, as they fit, in their discretion, upon any part/s or portion/s of the Entire Land, to the end and intent that the Entire Land is fully and completely developed to the maximum and complete extent possible and feasible.
- 5.2.2 Without prejudice to the generality of the foregoing provision, the Co-Owners may in their discretion, inter alia, be entitled to:
 - 5.2.2.1 club, amalgamate, or sub-divide any parts or portion of the Entire Land, and/or any adjoining lands, into one layout, and/or separate, or combined layout/s, and/or in respect of any projects, including the Project, and Other Projects, and to do, execute and perform all acts, deeds, matters and things in relation thereto;
 - 5.2.2.2 designate, allocate, reserve and/or relocate, realign, modify, and amend from time to time, any common areas, amenities, infrastructure facilities, shared services, open spaces, parking spaces, gardens, recreational facilities, internal roads, entrances and accesses, in respect of all the projects, upon the Entire Land, including the Project, and/or any phases thereof, and the Other Projects, including in pursuance of applicable law, and/or by virtue of any approvals, and/or as may be required that the governmental authorities:

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direct, designate, hold and control all infrastructure facilities, including public space advertising and all promotional signage, hoarding, and all other nature of signage whatsoever, and designate and allocate any flat and premises, areas, and spaces, upon or in the Entire Land to any persons, including third party service providers, and/or their affiliates, for the purpose of facilitating the provision and proper maintenance of utility services including without limitation, electricity, water and telecommunication related services:

- 5.2.2.4 allot and/or grant on lease or otherwise howsoever any areas or spaces therein (including in respect of the Project) to the Maharashtra State Electricity Distribution Company Ltd (MSEDCL) or any governmental authorities, utility service providers for the purpose of installing power sub-stations with a view to service the electricity requirement of the Entire Land, or any part thereof (including the Project) and/or any neighboring areas;
- 5.2.2.5 hand over and/or transfer any part/s or portion/s of the Entire Land, to any persons, parties, government, or statutory authorities, or bodies, with or without any development or construction thereon, in accordance with applicable law, and/or any Approvals, and/or develop any of the Amenity Plots and/or as the case may be, and/or develop such further or additional reservations as may be imposed or applied, in their discretion;
- 5.2.2.6 continue to retain, all rights, powers, authorities, control and ownership over all undeveloped part/s and/or portion/s of the Entire Land, and/or those that may be under development at such time (including all Other Projects and all unutilized Development Potential), with the irrevocable, full, complete and unfettered right, power, authority and discretion to own, hold, deal with, develop, and encumber the same, including to complete developments and ongoing developments thereof, whether as Other Projects, or otherwise howsoever. The Deed/s of Transfer that shall be executed in favour of the Apex Body (defined hereinafter), shall exclude all such part/s and/or portion/s of the Entire Land, and/or reserve the aforesaid rights, powers and authorities of the Co-Owners over the same, as the Co-Owners deem fit in their discretion.



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5.3 Allottee/s's Confirmations

The Allottee/s hereby confirm/s personally and as a prospective member/s of the applicable Entity & Organisation (defined hereinafter), as follows, which are and shall always be the essence of this Agreement, that is:

- all the matters, and the rights, powers, authorities, discretions, and entitlements of the Promoter as recorded and contained in this Agreement including this Clause (5), and the Promoter's intent and desire in respect of the Entire Land and the developments thereof;
- 5.4.2 neither the Allottee/s, nor any of the Entities & Organisations formed in respect of the Project nor the Apex Body (defined hereinafter), have, or shall ever have, any right to make, or raise, any objection to the rights, powers, authorities, discretions and entitlements of the Promoter as contained in this Agreement including this clause (5) and no consent or permission in that regard shall be required to be obtained or given by them;
- 5.4.3 The Allottee/s shall not object to, hinder, obstruct or interfere with the Promoter exercising their rights and powers herein or any grounds
- 6. The Allottee/s has/have agreed to acquire the said Apartment after thorough enquiries and inspection of the Project. The Allottee/s has/have inspected the original Title Certificate dated 16th day of July, 2013 as modified by further Supplementary Certificate of Title dated 27th day of December, 2013 issued by M/s. M. T. Miskita and Company, Advocates and Solicitors and is/are satisfied with the same. The Allottee/s hereby undertake/s not to raise any objection and/or requisitions on the title of the Co-Owners to the Entire Land or any part thereof of the Project Land and/or the Project or the title of the Promoter or its irrevocable powers and authorities to develop the Project Land and exploit the part/portion of the Development Potential as sanctioned under 2012 Commencement Certificate
- 7. POSSESSION: DEFECT RECTIFICATION

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and other obligations in this regard by the Allottee/s, the Promoter shall endeavor to give possession of the said Apartment to the Allottee on or about the date 31st December, 2022' or on any further date as may be mutually agreed upon (hereinafter referred to as the "Possession Date") subject to Force Majeure shall be delivered by the Promoter to the Allottee/s;

7.2 The Promoter shall, in their discretion, address a communication (in writing) to the Allottee/s offering an inspection of the Apartment, on a specific date and time fixed by the Promoter. The Allottee/s shall thereupon be bound and liable to undertake such inspection along with the representatives of the Promoter, and to satisfy himself/herself/themselves/itself that the Apartment has been constructed as per the Approvals and the Apartment Amenities have been provided as per this Agreement. The Allottee/s shall thereupon be bound and liable to undertake such inspection along with the representatives of the Promoter, and to satisfy himself/herself/themselves/itself that the Apartment has been constructed as per the Approvals. If, during the course of such inspection, the Allottee/s points out to the representatives of the Promoter any defects or deficiencies in respect of the Apartment, the representatives of the Promoter shall, if such objection/s raised by the Allottee/s is/are valid, enter the same, if valid, upon an Inspection Sheet which shall be signed by the Allottee/s and the representatives of the Promoter. Thereupon the Promoter shall endeavour to rectify and remedy such defects or deficiencies prior to the Possession Date. Other than the defects or deficiencies entered upon the Inspection Sheet, the Promoter shall not be liable to make good remedy or rectify any other defects or deficiencies noticed or pointed out by the Allottee/s at the Possession Date. Notwithstanding anything to the contrary stated hereinabove, if the Allottee/s fails to attend at the inspection he/she/they/it shall be deemed to have fully accepted the construction, state and condition of the Apartment and shall not be entitled to raise any objection, dispute or difference whatsoever in respect thereof.



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7.3 The Allottee/s shall, no later than Fifteen (15) days prior to taking possession of the Apartment make payment of all the then payments/amounts balance/remaining payable Agreement and complete all formalities in respect thereof, including executing and delivering to the Promoter: (i) all writings and papers as may be necessary, including letters of possession and for electric meter, transfer forms, affidavits and other papers for formation and registration of the Entity & Organisation (defined hereinafter), (ii) a specific Undertaking that the Allotteee/s will not obstruct, hinder or interfere with the continuance or resumption of development of the Project or with the development of the remaining/balance Entire Land and the Common Areas & Amenities; (iii) the Allottee/s shall pay to the Promoter all the deposits payable to the concerned authorities or deposits for water connection and electricity charges which become payable in respect of the said Apartment or the same shall be reimbursed to the Promoter by the Allottee/s and (iv) the Allottee/s shall also pay proportionate share in respect of all payments made/or required to be made, by way of betterment charges, development charges, contributions, Municipal Taxes, Property Taxes, Service Tax, VAT, Labour Welfare Cess, Local Body Tax, Fire Cess and any other taxes in respect of the said Building under construction, rates, cesses, charges and any other levies demanded by any other statutory bodies/authorities (present or future) charges imposed levied or recovered by Central and/or State Government or by any other Concerned Authorities as per the laws in force or those may become enforceable and payable at any time in future (prospective or retrospective) as are or may be applicable and / or payable hereunder and shall not raise any objection in respect thereof. Without prejudice to the above, the Allottee/s shall be liable to comply with all his/her/their its obligations under this clause and take possession of the Apartment no later than Fifteen (15) Days from the Possession Date, failing which the Allottee's shall be solely responsible/liable for all loss or damage that may be suffered Co-Owners on account of such default:

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Notwithstanding anything contained in this Agreement, the emeter-shall not incur any liability if they are unable to complete the said Building and to deliver possession of the said Apartment by the Possession date, owing to events of force majeure and act beyond the reasonable control of the Promoter including non-availability of steel and/or cement or other building materials or water supply or electric power or by reason of war, civil commotion or any act of God or if non-delivery of possession is as a result of any notice, order, rule or notification of the Government and/or any other public or competent authority or financial condition of the Promoter, any strike, lock-out, bandh or other like cause or any force majeure or procedural delay in obtaining the Amended Plan/Further Commencement Certificate/Occupation Certificate/the Building Completion Certificate/s from Planning Authority/VVCMC or any other authorities or for any other reason beyond the control of the Promoter (hereinafter referred to as "Force Majeure").

7.5 The Promoter shall endeavor to take all such steps and precautions necessary to achieve construction, completion as contemplated herein. However, if on account of Force Majeure event/s, there is any delay or anticipated delay in the Possession Date then the Promoter shall not be responsible or liable in any manner, and the same shall both automatically and forthwith stand extended for a period that is equivalent to the period that the Force Majeure event continues and has continued and an additional period of Ninety (90) days thereafter; for remobilization, in which case, the Possession Date shall automatically stand revised to and substituted by the revised Possession Date as communicated by the Promoter. The Allottee/s shall not object, raise any disputes, and/or protest, and/or hold the Promoter liable for the aforesaid delay and extension of time, and shall not be entitled to, and shall not, make, or raise, any claim, for any damages, compensation, reimbursement of expenses or any other payments, the Allottees' sole right and remedy in such a case being as provided in clause 7.11 hereinbelow.







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7.6 If, for any reason whatsoever, including on account of any Force Majeure event/s, there is a delay, or anticipated delay, and there is, or will be, a consequent extension of the Possession Date, then the sole remedy of the Allottee's, on being notified (in writing) by the Promoter of the same, shall be to either: (i) continue with this Agreement, and accept the revised/extended Possession Date as estimated and decided by the Promoter in their discretion (unless the Force Majeure event is of such nature that the Promoter are not in a position, in their discretion, to estimate such revised dates in which case the Promoter shall be entitled to extend such dates from time to time), or (ii) to terminate this Agreement by giving a written notice to the Promoter; provided that the aforesaid right of termination shall be exercised by the Allottee/s by addressing and delivering to the Promoter the aforesaid written notice no later than seven (7) days from being notified in writing by the Promoter, as aforesaid, of such delay, failing which the Allottee/s shall have deemed to have irrevocably opted and elected to continue with this Agreement, and shall be deemed to have waived his/her/their/its aforesaid option to terminate this Agreement, and shall have accepted, and be deemed to have accepted, all future revisions/extensions of the Possession Date, from time to time, without any liability or obligation whatsoever on the part of the Promoter.

7.7 If the Allottee/s has opted to terminate this Agreement, and has terminated the same in strict accordance with clause (7.5), then the Promoter shall refund to the Allottee/s the Purchase Price Installments and other charges, amounts and deposits, received and realised by the Promoter together with Interest. In a situation of termination other than by virtue of Force Majeure, the Promoter shall additionally pay a one-time fixed pre-estimated liquidated damages of Rs.10/- (Rupees Ten Rupees Only) per square foot of the carpet area (as per RERA) of the Apartment (which the Parties consider to be reasonable, and not as a penalty)

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- and no other penalties, damages or liabilities. The aforesaid amounts shall be refunded/paid within Thirty (30) days from the same being due. The date of the Allottee/s aforesaid notice of termination shall be and be deemed to be the date on which this Agreement has stood terminated and cancelled, provided that the Promoter may, in their discretion, require the Allottee/s, as a condition precedent to the aforesaid refund/payments to execute and register a Deed of Cancellation recording such termination and cancellation of this Agreement.
 - 7.8 Subject to the Allottee/s having complied with his/her/their/its obligations under this Agreement, including this clause (7), if within a period of sixty (60) months from the Possession Date, the Allottee/s bring to the notice of the Promoter, any defects in the materials used in the construction of the said Building which would result in the failure of a component part thereof or result in damage thereto (excluding wear and tear, loss or damage due to an event of Force Majeure, defects due to minor changes/ cracks to the said Building/the Apartment on account of any variation in temperature/weather, misuse, unauthorised or non-permitted alterations, renovations or repairs and loss or damage caused by any willful act or negligence, defects due to the failure of the Allottee/s and/or the Entity & Organisation (defined hereinafter) (as the case may be) to undertake proper and effective care and maintenance of the said Building/the Apartment as prudent persons would (hereinafter referred to as the "Construction Defects"), the same shall be rectified/repaired by the Promoter at their own costs, or if the Promoter is of the view and opinion, in their discretion that it is not feasible or practicable to rectify/repair the same, then at their discretion the Promoter shall pay reasonable compensation equivalent solely to the estimated cost of rectifying the Construction Defects in the Apartment, which shall be determined by the Project Architect, in its sole and absolute discretion, and which determination shall be final and binding upon the Parties.



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7.9 In spite of all the necessary steps and precautions taken while designing and constructing the Project; concrete slabs/beams may deflect due to self-weight, imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further the Allottee/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and also caused due to any renovation and/or alterations etc. carried out by the Allottee/s and any other purchasers/promoter /occupants of the flats and premises in the said Building. The Allottee/s agree/s and covenant/s not to hold the Promoter liable and/or responsible in respect thereof.

- 7.10The Allottee/s confirms that if and when he/she/they/it is/are permitted to enter upon the Apartment, after the Date of Offer of Possession, the Allottee/s shall have and/or be deemed to have taken full, complete and detailed inspection thereof and approved the same in all respects and it shall be deemed to have been completed in all respects in accordance with the terms and conditions of this Agreement and consequently, the Promoter shall be discharged from its liabilities, responsibilities and obligations with regard to the same.
- 7.11The Allottee/s agree/scand-confirm/s that there could be variation in the carpet area (as per RERA) of the completed Apartment on measurement thereof, to the extent of three per-cent (3%) of the Apartment as a result, of construction/ execution/ finishing variances, etc. The Allottee/s accept/s the same and agrees that he/she/they/it shall not claim any adjustment, or reduction, in the Purchase Price on account of such variation (if any). However, if the Carpet Area (RERA) of the constructed Apartment increases or decreases over and above the variation/tolerance referred above, the Purchase Price shall vary accordingly, that is: (i) if there is a reduction, the amount reduced shall be adjusted by Promoter at the time of offering possession of the said Apartment, and (ii) if there is an increase, then the increased amount shall be payable by Allottee/s to the Promoter prior to taking possession of the said Apartment. It is clarified that the payments to be made by the Promoter/Allottee/s, as the case may be, under this article statistics made at the same rate per square meter on pro-rate/ proportionate basis.

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Allottee's shall be entitled to use and occupy the said Apartment for the purpose for which it is agreed to be purchased; but without having claim against the Promoter as to specifications, amenities or any defect in the building material used in construction of the said Apartment. The Purchaser shall not be entitled to and shall not change the user of the Apartment;

7.13Notwithstanding anything to the contrary in this Agreement the Promoter shall always be entitled, in its discretion to complete any part/portion or floor of the said Building and apply for and obtain part occupation certificate/s thereof, whereby, on the Possession Date, the Allottee/s shall be obliged, and undertake/s, to take possession of the Apartment for occupation on the basis of such occupation/part occupation certificate which relates to the Apartment. Thereafter, the Promoter shall, without any hindrance or objection by the Allottee/s, be entitled to carry out by itself or through its contractors or otherwise all remaining development and work in respect of the Project.

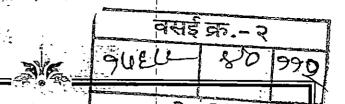
8. Taxes

8.1 Commencing a week after notice is given by the Promoter to the Allottee/s that the Apartment is ready for use, the Allottee/s shall be liable to bear and pay all applicable taxes (including but not limited to Service Tax, Vat, any other present or future levies/taxes) and charges for electricity and other service charges and the outgoings payable in respect of the said Apartment (including the property taxes assessed or non-assessed) mentioned in clause 4.5 hereof. The Purchaser agrees and binds themselves/himself/herself to pay regularly every month, by the 5th of each month to the Promoter until the Lease of Project Land and the transfer and conveyance of the said Building is executed in favour of the Entity & Organisation (defined hereinafter) by the Co-Owners,



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the proportionate share that may be decided by Promoter for (a) Insurance Premium, (b) all taxes due to statutory bodies/authorities that may from time to time be levied against the Project Land and / or the said Building including water taxes and water charges and (c) outgoings for the provisional maintenance and management of the said Building including the said Apartment, and the amenities, common lights and other outgoings and maintenance charges such as collection charges, wages for watchman, sweeper and maintenance of accounts, incurred in connection with the said Project and the said Building;

- 8.2 The Allottee/s shall pay all taxes as and when they are levied, charged, become due and payable, upon all the amount and charges payable under this Agreement, including the Purchase Price installments. If any taxes (whether retrospective, or prospective, in nature) arise hereafter, including after the Possession Date, the Allottee/s shall be solely liable to pay or reimburse (as directed by the Promoter in their discretion) such taxes including any interest and/or penalties and/or other amounts, charges and costs, if any, in respect thereof within fifteen (15) days from the date of written demand made on the Allottee/s by the Promoter.
- 8.3 The Allottee/s shall not use the said Apartment for any other purposes other than as a private residence or the said Shop for any commercial purpose permissible by law and the said Parking Space/s for parking a motor vehicle. The Allottee/s shall not use or cause to be used the said Apartment or any part thereof for any immoral or illegal purpose or in a manner which may be or is likely to cause nuisance or annoyance to the occupiers of other Apartments in the said Building or to the Promoters or occupiers of the neighboring building/s on the Entire Land. The Allottee/s shall not undertake any structural changes in the said Apartment and shall be entitled to only do the necessary interior work and repairs. The elevation of the said Apartment and the said Wing and the said Residential Buildings shall not be changed and of distorted by the Allottee/s:

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ENTITY & ORGANISATION; APEX BODY; TRANSFER

9.1 The Promoter, in their discretion, and subject to events of Force Majeure, intend as follows:

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and on receipt of the final Approvals in respect thereof (including the final occupation certificate/s in respect thereof), the Promoter shall, in their discretion, form and register in respect of all of the Buildings, or any of them, co-operative society/ies under the Maharashtra Co-operative Societies Act 1960, and/or any other entity, organisation, association, or body, referred to in, or permitted under, RERA comprising of purchasers of various residential/commercial units (and not of the lessees/licensees thereof or occupants in any capacity other than as purchaser) and allottees of car parking space/s in the Buildings (hereinafter referred to as the "Entity & Organisation"). The nature, type, and constituents of all Entities & Organisations shall be determined by the Promoter in their discretion.

9.1.2 after completion of construction of any or all of the Buildings, Co-Owners shall under Conveyance-cum-Lease (a) grant to the respective Entity & Organisation a fully transferable, assignable and heritable lease of the land underneath each of the Buildings and six meters appurtenant thereto for a term of nine hundred and ninety-nine years from the date of grant thereof; at or for a ground rent of Re. 1/- (Rupee One Only) per annum and other charges and taxes, subject to and upon, inter alia, the terms, provisions, covenants and conditions recorded and contained in this Agreement and reserving all rights of the Promoter herein, and (b) convey and transfer to the respective Entity & Organisation, the respective Buildings. For the purpose of clarity, the Deed/s of Conveyance-cum-Lease in respect of each of the Building to the applicable Entity & Organisation shall be executed by the Co-Owners on completion of (____) month from completion of the Project, or on the happening of all the following events, whichever is later, that is:



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(a). the receipt of the Occupation Certificate of the applicable Buildings; and,

- (b). the receipt of the entire purchase price and consideration by the Promoter from all the purchasers and allottee/s of the flats and premises in the applicable Buildings; and,
- 9.2 The Co-Owners shall, on or prior to execution and registration of the Deed/s of Conveyance-cum-Lease in favour of all the Entities & Organisations formed in respect of the Project, make full and true disclosure of the nature of its title to the Buildings and the Project land, to the Entities & Organisations concerned, as well as encumbrances thereon, if any, including any right, title, interest or claim of any person/s in, to or upon the same;
- 9.3 The Allottee/s agree and confirm, personally and as prospective member/s the applicable Entity & Organisation, that he/she/they/it, is/are not entitled to and shall never raise any objection or dispute and/or claim any compensation, if the area of the Project Land and/or any or all of the Buildings, and/or the remaining development of the Project, that is proposed to be transferred as provided in this Article (12), shall be at variance with, or may be less than, the area contemplated, or referred by herein, including virtue of any reservations, encroachments, spaces for sub-station (by electricity supply company), if any, and/or the reservations being handed over and transferred to and/or acquisition of any portion of the Project Land and/or the Entire Land by the VVCMC and/or other governmental authorities, during the course of developments of the Entire Land, or for any other reason whatsoever.

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Promoter completing, in their discretion, the development of all phases of the Project and the Co-Owners completing the development of the Other Projects, which shall mean and include construction of all the buildings therein and the Common Areas & Amenities, all Entities & Organisations in respect of the Project and Other Projects being formed and constituted and all the Deed/s of Conveyance-cum-Lease Buildings having been executed in favour of such Entities & Organisations, the Co-Owners shall, in their discretion, form a corporate body, association, organisation or other entity, as may be formed and constituted by the Co-Owners, at their discretion, under any applicable law (hereinafter referred to as the "Apex Body") having as its members the Entities & Organisations formed in respect of the Project and Other Projects, and/or the Co-Owners, and/or any other persons or parties, including the holders and/or lessees, from time to time, of parts or portions of the Entire Land, and/or the owners and/or holders, from time to time, of any buildings or structures developed thereon as projects; as the Co-Owners deems fit in their discretion, for the maintenance and repairs of the Common Areas & Amenities. After completion of construction and development of the entire land and after formation of the Apex Body, the Co-Owners shall execute and register a Deed of Conveyance in favour of the Apex Body, inter alia transferring the Co-Owners reversionary rights in the Entire Land to the Apex Body and transferring and conveying the Common Areas & Amenities to the Apex Body. The Co-Owners shall execute Deed of Conveyance and other writings in respect thereof, subject to (a) what is stated hereinabove, and (b) all other rights, easements, powers, privileges, authorities reserved herein unto the Co-Owners.



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- 9.5 The Co-Owners have constructed and are in the process of constructing certain common areas, facilities and infrastructure, at their own costs, in a phased manner, upon the Entire Land for the common use and benefit of the allottees and purchasers of flats and units in the entire Layout and in respect thereof the Co-Owners have set-up a Corpus Fund towards the maintenance and/or upkeep of the repair and maintenance of such certain common areas, facilities and infrastructure. Such corpus fund will be called Global City Infrastructure and Common Amenities and Facilities Repair and Maintenance Fund (hereinafter referred to as the "Corpus Fund"). As stated in clause above an Apex Body consisting of all Entities & Organisations formed in respect of the Entire Land will be formed to which the Co-Owners will transfer their reversionary rights in the Entire Land. The Allottee/s hereby covenant/s with the Co-Owners, as follows:
 - (a) The Allottee/s shall pay to the Co-Owners the sum of Rs.35/-(Rupees Thirty Five Rupees Only) per square foot within 8 (eight) days of the demand letter by the Promoter or at the time of delivery of possession of the Apartment, whichever is earlier, towards his/her/their/its non-refundable contributions to the Corpus Fund. It is hereby agreed that the Co-Owners shall be entitled to use the Corpus Fund for payments towards the maintenance and/or up-keep of the repair and maintenance of the Common Areas & Amenities until formation of the Apex Body and transfer of the Corpus Fund by the Owners to such Apex Body. All unused amounts in the Corpus Fund shall be transferred by the Co-Owners to such Apex Body. The Co-Owners will not be required to submit any account either to the Promoter and/or to the Allottee/s.
 - (b) the Apex Body shall be formed of Entities & Organisations formed in respect of the Project and the Other Projects on the Entire Land as its members and registered under the provisions of the MOFA (as applicable) and RERA, into attached for the purpose of repair and maintenance of the Common Areas & Amenities and for the management of the Corpus Fund. Accordingly, it is agreed and recorded as follows:

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the Co-owners shall open a Bank Account in the name of the Apex Body for the limited purpose of depositing therein contributions towards a Corpus Fund and making disbursements towards such repair and maintenance of the Common Areas & Amenities;

- The Co-owners/ Apex Body (as the case may be) shall Property Management be appoint а Company/Agency having know how and experience in maintenance of Common Areas & Amenities and shall have the authority and discretion to negotiate with such Property Management Company/Agency and to enter unto and execute a formal Agreement/s for maintenance and management of Common Areas & Amenities with it/them. The Apex Body may enter into other related Agreements with any other company or organization as may be necessary for effective, full and efficient management of the Common Areas & Amenities Infrastructure (hereinafter referred to as the " Common Areas & Amenities Maintenance Agreements");
- (iii) The Co-Owners/Apex Body (as the case may be) shall be entitled to invest the Corpus Fund less the aggregate of the payments to be made to the Property Management Company/Agency or any other organizations towards the repair and maintenance of the Common Areas & Amenities in accordance with the Common Areas & Amenities Agreements made with them, in Fixed Deposit/s with Bank/s for an appropriate term as may be determined by the Co-Owners/Apex Body and or its nominees / assigns;
- (iv) It is clarified that the Apex Body and/or the respective Entities & Organisations formed in respect of the Project and Other Projects shall not be competent and it shall not be within the power, authority and/or jurisdiction of Apex Body and/or the respective Entity/ies & Organisations formed in respect of the Project and the Other Projects to deal with any matter relating to the development of the Larger Land or any part thereof or the transfer or the sale or utilization of any part of the Development Potential.



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The Apex Body and/or the respective Entityles & Organizations formed in respect of the Project and Other Projects shall strictly function within the frame work of its constitution as framed by the Co-Owners. All the development potential of the Entire Land including in the form of the existing and future FSI (whether by change of law or otherwise) and/or TDR to arise in any manner whatsoever shall always stand vested in the Co-Owners and the Co-Owners shall always be entitled to utilize and exploit the same on the Entire Land or any part thereof and/or upon the buildings constructed thereupon in such manner as it deems fit except on the Project Land;

The Lease in perpetuity to be executed by the (v) Co-Owners in favour of the Entity & Organisation formed in respect of the Project of the land underneath the said Buildings together with land appurtenant thereto not less than 6 meters in width thereon at a nominal lease rent of Re 1/- (Rupee One Only) per annum shall, inter alia, contain covenants to be observed and performed by the Entity & Organisation formed in respect of the Project viz: (a) to pay the Co-operative Society's share of taxes in respect of all taxes assessment, dues, cesses and outgoings, in respect of the Project Land and the Buildings thereon, (b) to bear and pay the nominal lease rent as stipulated in the Lease, (c) to bear and pay any contribution of costs, charges and expenses as may be levied by the Promoter or the Apex Body, (d) not be entitled to any part or portion of the Development Potential which shall always stand vested in the Co-Owners and the Co-Owners shall always be entitled to utilize and exploit the same on the Project Land Avenue 'K-4' and/or the said Avenues in such manner as it deems fit and the Entities & Organisations formed in respect of the Project shall not have any objection in this regard, (e) to do all other acts, deeds, matters and things as may be necessary to enable Registrar Class

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the Promoter and/or Co-Owners to continue / resume the development of the remaining phases in respect of the Project and the Other Projects on the remaining portion of the Entire Land and the Common Areas & Amenities without any obstruction, hindrance or interference from the Entity & Organisation formed in respect of the Project or any of its members it being agreed that breach of any of these covenants will entitle the Co-Owners to terminate the Lease and to re-enter the Project Land or any portion thereof including the said Building in accordance with the provisions of the law, (f) to become a member of the Apex Body as and when formed along with other Entities & Organisations formed in respect of the Project and Other Projects for the purpose of repair and maintenance of the Common Areas & Amenities and for acceptance of the Deed of Conveyance of the reversionary rights of the Co-Owners in the Entire Land upon completion of the entire Project and Other Projects. The entire development of the Entire Land shall deemed to be completed upon the development of the Entire Land by utilization of the entire Development Potential in accordance with any scheme introduced by the Government, CIDCO/VVCMC/Planning Authority, MMRDA or any other statutory bodies/authorities and on completion of the Common Areas and Amenities including Amenity Plots and buildable reservations by construction of all buildings thereon and completion of the Common Areas & Amenities and the sale of built-up areas therein and receipt of all sale and other proceeds and deposits and amounts payable under these presents and the agreements to sell and / or let-out made with purchasers and / or lessees, licensees, etc. and formation of all Entities & Organisations formed in respect of the Project and Other Projects and execution of Leases in favour of the Entities & Organisations formed in respect of the Project and Other Projects and the transfer and conveyance of the buildings in favour of the Entities & Organisations formed in respect of the Project and Other Projects and, formation of the Apex Body and transfer of the reversionary rights of the Co-Owners in the Entire Land to the Apex Body. The Allottee/s shall not raise any objection and/or claim any compensation if the area of the Project Land to be leased is less or more than the area shown in the Second Schedule hereunder written;







(vi) The Apex Body shall take ever the balance Corous Fund and utilize the same and/or the interest thereon towards the repair and maintenance of the Common Areas & Amenities and shall not hold the Co-Owners or the Promoter or any of them and or its nominees / assigns responsible or liable in any way;

(vii) Each Entity & Organisation formed in respect of the Project shall immediately on the formation provide a Specific Written Undertaking to the Co-Owners in terms of a format prepared by the Co-Owners' Advocates and Solicitors that each Entity & Organisation formed in respect of the Project will along with other Entities & Organisations formed in respect of the Other Project join the Apex Body as members thereof for the purpose of the acceptance from the Co-Owners of the Deed of Conveyance of the Co-Owners reversionary interest in the Entire Land and subject to the Apex Body's written Undertaking to the Co-Owners that the Apex Body shall take over the balance Corpus Fund and utilize the same and/or the interest thereon towards the repair and maintenance of the Common Areas & Amenities and shall not hold the Co-Owners or any of them and or its nominees / assigns responsible or liable in any way;

(viii) The Apex Body shall be formed by the Co-Owners after the formation of all the Entities & Organisations formed in respect of the Project and Other Projects and the execution of all leases and conveyance of the respective buildings in their favour to look after the repair and maintenance of the Common Areas & Amenities and the management of the Corpus Fund;

(ix) The Co-Owners shall look after the maintenance of the Common Areas & Amenities upto the execution of the Deed of Conveyance in favour of the Apex Body and for the said purpose the Co-Owners shall be entitled to utilize the contributions to the Corpus Fund towards such sepail and maintenance;

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the Promoters shall look after the maintenance of the Common Areas & Amenities along with the Co-Owners until the formation of the Apex Body and for the said purpose the CO-Owners shall be entitled to utilize the contributions to the Corpus Fund towards such Repair and Maintenance, and;

- (xi) The Apex Body shall not admit any outside Societies, Organizations, Bodies as its members, save and except, those formed in respect of the buildings constructed on the Entire Land;
- (c) The Co-Owners shall be at liberty and be entitled to amend the Lay-out Plan of the Land, the Building Plans, other approvals for, including but not limited to:-
 - (i) Addition of excess land in the Layout Plan, loading TDR from the Land and/or any other land or property, increasing the height, floors in the said Building whether construction of the said Building is complete or not;
 - (ii) De-reservation of the areas earmarked for reservation by the CIDCO/VVCMC/Planning Authority and carrying out incidental acts, deeds, matters, things thereto;
 - (iii) Obtaining development permission for the Land or any part thereof which may be earmarked for buildable or non-buildable reservation by way of increasing or decreasing open spaces;
 - (iv) Implementing any scheme including for township or any other scheme as may be initiated by the Government, CIDCO/VVCMC/Planning Authority, MMRDA or any other statutory/planning body;
 - (v) All other acts, deeds, things permissible under the D.C. Regulations and development plan of CIDCO/VVCMC/Planning Authority and other statutory bodies/authorities and the Purchaser, each Society and Organization and the Apex Body shall not have any objection to the aforesaid and do hereby grant their irrevocable consent to the Co-owners to carry out necessary acts, deeds, matters and things.



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9.6 All the documents, writings Deed/s of Conveyance-cum-Lease etc., to be executed in the lease/s and the conveyance/s and transfer/s, as referred in this clause (9) and all other related documents and writings to be executed in relation thereto and/or in pursuance thereof, including bye-Laws, rules and regulations of the Entities & Organisations formed in respect of the Project, and the Apex Body and all writings, forms, applications, etc. in relation to the proposed formation and registration thereof, shall all be prepared and approved by the Advocates and Solicitors appointed by the Co-Owners, and the same shall contain such terms, conditions, covenants, stipulations and provisions, including those contained in this Agreement including reserving the rights, powers, authorities and benefits of the Co-Owners as the Co-Owners deem fit, in their discretion.

- 9.7 The Entities & Organisations to be formed and constituted in respect of the Project, and the Apex Body shall be known by such names as the Co-Owners may decide, which names shall not be changed by the Allottee/s, and/or any other purchasers and/or the Entity & Organisation, and/or the Apex Body without the prior written consent of the Co-Owners.
- 9.8 The Allottee/s shall co-operate with the Promoter and shall sign and execute application forms, papers, declarations, documents and other writings for registration of the Entity & Organisation to be formed and constituted in respect of the Project and for taking up membership thereof, and to deliver the same to the Promoter no later than fifteen (15) days from the date the same have been forwarded by the Promoter to the Allottee/s, and to attend the office of the Promoter so as to enable the Promoter to respectively register the Entity & Organisation.

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9.9 All without limitation costs, charges and expenses in respect of the formation and registration of (i) the Entities & Organisations in respect of the Project shall be borne and paid by the Aliottee/s and all other purchasers, transferees and owners of all the flats and premises in the Project, and (ii) the Apex Body, shall be borne and paid proportionally by all the Entities & Organisations formed in respect of the Project and all other entities and organisations formed in respect of the Other Projects; and the Co-Owners shall not bear or pay the same or contribute towards the same at all. If any delay or default is made in the payment or reimbursement of such costs, charges or expenses, for any reason whatsoever, the Co-Owners shall never be held responsible or liable for any delay in the formation and registration of the Entity & Organisation and/or the Apex Body.

10. COVENANTS AND OBLIGATIONS OFALLOTTEE/S

The Allottee/s with the intention to bind all persons in whosoever's hands the Apartment may come, hereby agree/s, confirm/s undertake/s and covenants with the Promoter as follows:

- (i) The Allottee/s shall maintain the Apartment at his / her/their own cost in a good condition and shall not do or suffer to be done anything in or to the Apartment and/or common passages, or the compound which may be against the Rules or Bye-Laws of the Municipality or VVCMC or any other Governmental authority and the Entity & Organisation;
- (ii) The Allottee/s shall maintain the Apartment in the same form as the Promoter construct it and shall not at any time affect/alter the elevations in any manner whatsoever or alter the size and position of any of the windows of the Apartment without the prior consent in writing from the Promoter and or the concerned Governmental Authorities;
- (iii) The Allottee/s shall, upon obtaining the prior written consent of the Promoter, fit the external grills to the windows at his/her/their/its own costs of the design, size, material and colour as stipulated by the Promoter and which shall be uniform for all the other Allottee/s and shall fit it them at the position and location as stipulated by the Promoter;

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(iv) The Promoter shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the Project Land and/or in the building/s to be constructed thereon and also the flats/shops/parking and other space and other premises entirely at their own discretion and upon such terms and conditions that the Promoter shall deem fit and proper and the Allottee/s will not be entitled to object to the same;

(v) Not to store in the Apartment any goods which are hazardous, combustible or of dangerous nature or are so heavy as to damage any part of the said Buildings and/or Project Land storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the stair cases, common passages or any other structure of the said Building and in case any damage is caused to the said Wing or any part/s of the Residential Buildings on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach and damages;

(vi) not to do or suffer to be done anything in or to the said Buildings or the said Wing in which the said Apartment which may be against the Rules and Regulations and Bye-Laws of the concerned local authority or other public authority and in the event of the Allottee/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;



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Apartment or any part thereof nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof nor any alteration in which the elevation and outside colour scheme of the said Residential Buildings are affected and keep the portion, sewers, drains, pipes in the said Apartment and appurtenances thereto in good tenantable repair and condition and in particular so as to support, shelter and protect the other parts of the said Wing in which the said Apartment are situated and not to chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural chambers in the said Apartment without the prior written permission of the Promoter and the respective Entities & Organisations or the concerned local authorities and/or any other public bodies;

- (viii) not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Building in which the said Apartment are situate or any part thereof or other Buildings constructed on the Project Land or whereby any increase in the premium shall become payable in respect of the insurance;
- (ix) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment into the compound or any portion of the Project Land and/or the said Building in the compound of the Project Land or Entire Land or in the adjacent Buildings or open spaces or terrace of the said Building;
- (x) Pay within 8 (eight) days of demand, his/her/their/its share of security deposit/maintenance or any other charges as demanded by the Promoter;
- (xi) The Allottee/s shall observe and perform all the Rules and Regulations and Bye-Laws for the time being of the concerned local authority and of the Government and other public bodies in matter of use and enjoyment of the Apartment; and



Purchaser (s)

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(xii) the Allottee/s shall not at any time cause or permit any public or private nuisance in or upon the said Apartment, or the Project Land, and/ or any part/s of the Residential Buildings, open spaces and/or the Entire Land or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the Promoter or to the occupants of the neighboring buildings on the Enitre Land:

11. REPRESENTATIONS OF THE PROMOTER

Subject to the disclosures made herein by the Promoter, and what is stated in the Certificate of Title, the Promoter hereby represents and undertakes as follows:

- the Co-Owners are seized and possessed of or otherwise 11.1 well and sufficiently entitled (including to develop) to the Entire Land;
- The Promoter are entitled to develop the Project Land 11.2 under the Development Agreement.
- the Promoter shall apply for and obtain all necessary Approvals from time to time in respect of the Project;
- 11.4 the Promoter has not entered into any agreement for sale or any other agreement/arrangement with any person or party with respect to the Apartment; and,
- 11.5 the Promoter is not restricted in any manner whatsoever from agreeing to allot and sell the Apartment in contemplated herein.

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12. Nothing contained in these presents is intended to be nor shall be construed to be grant, demise or assignment in law of the said Apartment or the Project Land or the Entire Land hereditaments and premises or any part thereof or of the Buildings thereon or any part thereof. The Allotee/s shall have no claim whatsoever except in respect of the said Apartment hereby agreed to be acquired. All open spaces, un-allotted Apartment and parking spaces etc. in the said Building shall remain the property of the Promoter until the Deed of Conveyance-cum-lease is executed in favour of the Entity & Organisation formed in respect of the Project;

- 12.2The Developer shall be the Promoter within the meaning of Maharashtra Ownership Flats Act 1963.
- 12.3The Allottee/s shall not without the prior written consent of the Promoter let, sub-let, sell, transfer, assign or part with his/her/their/its interest under or benefit of this Agreement or part with possession of the said Apartment until all the dues payable by him/her/them/it under this Agreement are fully paid up and the possession of the said Apartment is delivered to the Allottee/s, and only if the Allottee/s has not been guilty of breach of non-observance of any of the terms and/or conditions of this Agreement and until the Allottee/s submits a written intimation of the same to Promoter together with a certified true copy of Re-sale Agreement/Agreement;
- 12.4The Allottee/s and the persons to whom the said Apartment are let, sub-let, transferred, assigned, given possession of, shall observe and perform all the Bye-laws and/or the Rules and Regulations which the Entity & Organisation and from time to time sign all applications, papers and documents and do all acts, deeds and things as the Promoter and/or the Entity & Organisation may require for safeguarding the interests of the Promoter and/or of the other Allottee/s of Apartments in the said Building upon the Project Land;



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12.5The Promoter shall in their discretion, control the placement, installation and provision of any types of temporary and permanent signage and hoardings (including neon, backlit and illuminated signage and hoardings) of whatsoever nature upon and in the Project Land and the Buildings till such time as the Deed/s of Conveyance-cum-Lease-are executed and registered in favour of the Entity & Organisation; to be formed in respect of the Project. Further the Promoter shall always have full complete and unrestricted access to such hoardings, and signage. Without prejudice to the generality of the foregoing provisions the Promoter shall have full rights, in its/their discretion, to install its/their name/s at one or more places or in or upon the Project Land and/or upon the Buildings and/or any Common Areas & Amenities, and/or any Limited Common Areas & Amenities and/or at the entrances and exits thereof. The Promoter have, shall always have and reserve/s, to themselves full and free right of way and means and access to such place or places for the purpose of installing, maintaining and replacing such hoardings and signage;

12.6The Promoter have informed the Allottee/s has/have accepted, that the Co-Owners have constructed a club house having certain leisure and recreational facilities upon one of the Amenity Plots, which does not in any manner form part of the Project Land and/or the Project (hereinafter referred to as the "Club House"). The Allottee/s shall be bound and liable to take up membership of the Club House and bear and pay the necessary subscription fees in respect thereof (either directly to the Club House management or through the Promoter, as the Promoter direct) as a condition to the agreement to allot and sell herein. The Allottee/s shall be admitted to the membership of the Club House on making such payments and the Allottee/s complying with, observing and performing all the terms, conditions and provisions of this Agreement, including making payment of the Purchase Price and other amounts, charges and deposits payable under this Agreement. The membership of the Club House and the use and enjoyment of the amenities and facilities provided in the Club House shall always be subject to the above and subject to: (i) payment of user fees, tariffs and charges as fixed from time to time, and (ii) compliance of the bye-laws, rules and regulations terms conditions and restrictions stipulated by the management Club House:

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12.7th the event of the Entity & Organisation being formed and registered before the sale and disposal by the Promoter, of all the said Apartments respective built-up areas in the said Building and other Buildings in the Project the power and authority of the Entities & Organisations in respect of the Project so formed or of the purchasers of the other Apartments in the Buildings, shall be subject to the overall authority and control of the Promoter in respect of matters concerning the Buildings in the Project, the construction and completion thereof and all amenities pertaining to the same, and in particular the Promoter, shall have the absolute authority and control as regards their respective unsold premises and the disposal thereof. The Promoter shall be liable to pay only the Municipal taxes at actual in respect of the unsold Apartments, then held by them respectively. In case the Deed of Conveyance -cum- Lease is executed in favour of respective Entity & Organisation before the disposal and allotment by the Promoter of its unsold Apartments, the Promoter shall join in as the developer/members in respect of their respective unsold premises, and as and when such Apartment are sold to the persons of the choice at the discretion of the Promoter the entire realizations shall belong to the Promoter in respect of these unsold premises.. The Entities & Organisations formed in respect of the Project shall admit as its members, all such purchasers of such Apartment, without charging any premium/transfer fees, maintenance charges, corpus

12.8The full ad-valorem stamp duty in accordance with the Maharashtra Stamp Act, 1958 and the full registration charges in accordance with the Indian Registration Act, 1908, of and incidental to this Agreement shall be borne and paid by the Allottee/s alone. The Allottee/s will lodge this Agreement for registration with the concerned Office of the Sub-Registrar of Assurances latest within 4 (Four) months from the date of its execution, and the Promoter or their agents will attend the Sub-Registry and admit execution thereof, upon and after the Allottee/s informs the Promoter of the number under which it has been lodged for registration;

fund of Society or any other amounts.



Purchaser (s)

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12.9lt is agreed that forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the annexures and schedules along with the payments due as stipulated in the schedule of payment set out in the Statement annexed hereto and marked Annexure 'F' and secondly, appears for registration of the same before the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances concerned, as and when intimated in writing by the Promoter. If the Allottee/s fail to execute and deliver to the Promoter this Agreement within thirty (30) Days from the date of its receipt by the Allottee/s and/or appears before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within fifteen (15) Days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee's in connection therewith, after deducting the Booking Amount, shall be refunded to the Allottee/s within thirty (30) Days from the cancellation of allotment without any Interest or compensation whatsoever.

- 12.10 The Non-refundable deposits that may be demanded by or paid to Vasai-Virar City Municipal Corporation and/or concerned authorities for the purpose of sanctioning the Plans and / or issuing the Commencement Certificate/s and/or Occupation Certificate/s and/or Building Completion Certificate/s and for giving water connection and for any other purpose to the said Building within the Project Land shall be payable by all the Allottee/s of the said Building in proportion to the respective carpet area of their respective Apartments, the amount of the same to be determined by the Promoter The Allottee/s agrees to pay to Promoter within eight (8) days of demand, such proportionate share of the Allottee/s of such deposit;
- 12.11 If at any time any further tax and / or charges, and / or betterment charges or other levy are charged, levied or sought to be recovered by Vasai Virar City Municipal Corporation, Government and / or any other public authority in respect of the Project Land and / or the said Buildings and/or the approval of construction or occupation thereof the same shall be borne and paid by all the Allotte source proportion to the respective carpet area of their respective Apartments in the Buildings;

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Albittee/s shall permit the Promoter and its surveyors and agents, with or without workmen and others at all reasonable times to enter into and upon the said Apartment or any part thereof to view and examine the state and condition thereof and the Allottee/s shall make good, within three months of the Promoter giving a notice, all defects, decays and work of repairs of which such notice in writing shall be given by the Promoter to the Allottee/s and also for the purpose of repairing any part of the said Building and for the purpose of making, repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and condition all service, drains, pipes, cables, water courses, gutters, wires, partition, walls or structure or other convenience belonging to serving or used for the said Buildings on the Project also for the purpose of laying, maintaining, repairing and testing drainage and water pipes and electric wires and cables within the Project Land and for similar other purposes and for all other purposes contemplated by this Agreement.

- 12.13 All amounts payable under these presents shall be paid by the Allottee/s by Account Payee Cheques drawn as per details below and be delivered to the Promoter:-
 - (a) Cheques for payment of the purchase price/consideration/purchase price installments/interest for delayed payments to be drawn in favour of the "SRIDUTT CONSTRUCTION COLLECTION Account No. 8612417049";
 - (b) Cheque for payment of the Allottee/s/s contribution to the Corpus Fund in favour of "Rustomjee Evershine Joint Venture";
 - (c) Cheques for payment of the amounts payable towards tax, maintenance charges, electricity deposit, share money, admission fee as mentioned above in clause 4.7 to be drawn in favour of the "SRIDUTT CONSTRUCTION COLLECTION Account No. 8612417049";
- 12.14 It is also understood and agreed by and between the parties hereto:-



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All disputes, differences and/or claims arising under or in respect of this Agreement, and/or any terms, conditions or provisions hereof, shall be referred to arbitration of a sole arbitrator, who shall be one of the three persons named (in writing) by the Co-Owners to the Allottee/s, out of which the Allottee/s shall select one name, and such person shall thereupon act as the sole arbitrator and the decision/award of such arbitrator shall be final and binding on the Parties. The arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be in English language and shall be held only in Virar. The arbitrator shall have summary powers and be entitled to give interim directions and awards from time to time. The cost of the arbitration proceedings shall be borne by the Promoter and the Allottee/s in equal shares.

12.21 All letters, intimations and communications sent by the Allottee/s all matters concerning these presents shall be addressed and mailed to the Promoter at the address recorded in these presents and all notices to be served upon the Alottee/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s by prepaid post, under Certificate of Posting or by Courier or e-mail at his/her/their/its address specified below:S

MR. JAI PRAKASH MEENA

B/205 Sai Sarovar,2nd Road, Opp Mother Mary School ,shanti Park ,nallasopara West -mumbai ;thane -maharashtra -401203

Any change in address shall be forthwith notified by the Allottee/s to the Promoter by registered A.D. In the event that the Allottee/s fails and/or defaults in notifying to the Promoter at the changed address, service of notices, letters, communications, the last notified address shall deem to be good service to the Allottee/s by the Promoter.

12.22 The PAN No of Promoter is [ACEFS7075B]. The PAN No of Street Allottee/s is [AKSPM3667K].

In Witness Whereof the parties hereto have hereunto and to the duplicate hereof set and subscribed their respective hands and seals the day and year first hereinabove written.

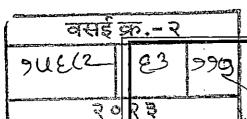
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The First Schedule Above Referred To: (Larger Land)

All that pieces and parcels of non-agricultural vacant Lay-out Land bearing New Survey Nos. 5, 5B, 5D, 5F, and 5G as per latest Record of Rights situate lying and being at Village Dongare (Dongar Pada) also known as "Village Narangi" within the Registration Sub-District of Vasai, District - Palghar admeasuring in the aggregating 8,79,581 Square Metres.

The Second Schedule Above Referred To: (Garden Avenue 'K-3')

All those portion/s of Garden Avenue 'K' and designated Garden Avenue 'K-3' is shown hatched in red on Plan annexed hereto at Annexure 'F' on which Building will be constructed by the Developer through utilization of B.U.A. of 2,93,301.45 square feet. Garden Avenue 'K' being a part of the Larger Land more particularly described in the First Schedule herein is shown hatched in orange on the plan annexed hereto at Annexure "A" above and bounded as follows:-

On or towards North :- 24 mtr. Wide road.

On or towards South: - Garden Avenue K (part).

On or towards East :- 24 mtr. Wide DP road.

On or towards West :- Garden Avenue K (part).

The Third Schedule Above Referred To (Description of the Apartment)

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51	. 25	Sq.i	nt car	pet are	ea on	the '	12th	floo	r in	the E	Building	know	n as
"Ga	rden	Ave	nue-K	(3" to	be co	onstru	ucted	on	Gạ	rden	Avenu	ıe 'K';	with
COV	ered	parki	ing · no	, -		, in t	he _			_ of 1	the sai	d build	ding,
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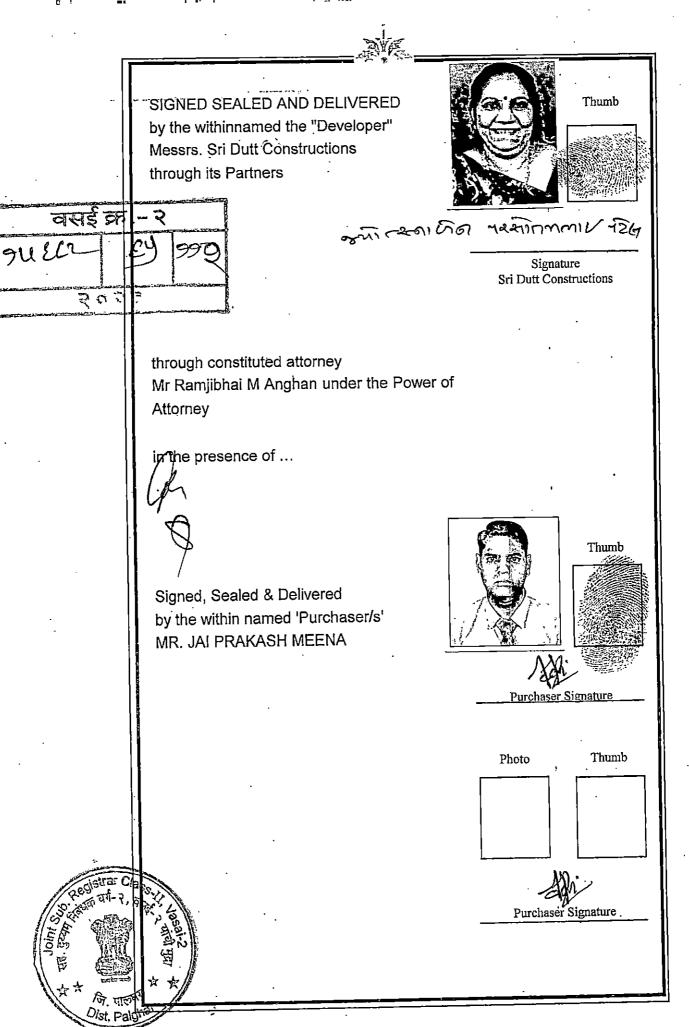
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feet Utility/open balcony area attached [5 · 36] square meters, that is feet;	to the Apartment is approximately , approximately [<u>5キ・チの</u>] square
Open terrace area attached to square meters, the square feet; The carpet area as per RERA is ap meters, that is, approximately 558	proximately []
	Dist. Palghar

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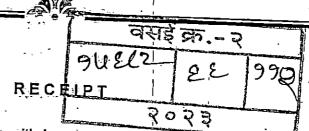


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RECEIVED of and from the with in named Purchaser/s the sum of Rs. 51000/-(Rupees Fifty-One Thousand Only) as and by way of earnest money by Cash/RTGS./NEFT /Cheque bearing No. UPI-362647768449, dated 17/09/2023, drawn on realization, payable to us.

We Say Received,
For Sri Dutt Constructions

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Authorised Signatory



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Annexure 'A'

(Santioned Lay-out Plan)

Annexure 'B'
(Common Areas & Amenities And Limited Common Areas & Amenities)

Part A Common Areas and Amenities:

- a) Staircases
- b) Lifts
- c) Common passages on each floor/level
- d) Fire-fighting & Fire Alarm systemfs
- e) Refuge areas
- f) Garbage disposal areas

Part B Limited Common Areas and Amenities:

- a) Garden
- b) Childers Play Area

The aforesaid Common Areas & Amenities and Limited Common Areas & Amenities are the internal development works as defined under the RERA.

Annexure 'C'
CERTIFICATE OF TITLE



Purchaser (s)

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Annexuré 'D-1' (2012 Commencement Certificate)

Annexure 'D-2'
(GOI Environmental Certificate)

Annexure 'E' (7/12 Extracts of Entire Land)



Annexure 'F'

The Purchase Price of Rs. 4999000/-(Rupees Forty-Nine Lacs Ninety-Nine Thousand Only) payable by the Allottee/s in instalments against the following milestones:

	Ş		,
	N	Time of Payment	, Amount
	1	On 10]% of the Purchase Price on or before the execution of this Agreement by way of Earnest money;	Rs. 499900/-
	2	the completion of the Plinth Work	Rs. 999800/-
	3	On [6]% of the Purchase Price on or before the completion of the 1st Slab	Rs. 299940/-
	4	On [3]% of the Purchase Price on or before the completion of the 2nd Slab	Rs. 149970/-
	5	On [3]% of the Purchase Price on or before the completion of the 3rd Slab	Rs. 149970/-
	6	On [3]% of the Purchase Price on or before the completion of the 4th Slab	Rs. 149970/-
	7	the completion of the 5th Slab	Rs. 149970/-
	8	completion of the 6th Slab	Rs. 149970/-
	9	On [3]% of the Purchase Price on or before the completion of the 7th Slab	Rs.;149970/-
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2 0	, रुष्	1	of the Purchase Price on n of the 8th Slab
	11	On [3]%	of the Purchase Price on

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\$	Ħ.	On [3]% of the Purchase Price on or before the completion of the 8th Slab	Rs. 149970/-
-	11	On [3]% of the Purchase Price on or before the completion of the 9th Slab	R's. 149970/-
	12	On [3]% of the Purchase Price on or before the completion of the 10th Slab	Rs. 149970/-
-	13	On [3]% of the Purchase Price on or before the completion of the 11th Slab	Rs. 149970/-
	14	On [3]% of the Purchase Price on or before the completion of the 12th Slab	Rs. 149970/-
}	15	On [3]% of the Purchase Price on or before the completion of the 13th Slab	Rs. 149970/-
ļ	16	On [3]% of the Purchase Price on or before the completion of the 14th Slab	Rs. 149970/-
t	17	On [3]% of the Purchase Price on or before the completion of the 15th Slab	Rs. 149970/-
	18	On [3]% of the Purchase Price on or before completion of brick work	Rs. 149970/-
	19	On [10]% of the Purchase Price on or before the completion of the internal and external plaster work	Rs. 499900/-
•	20	On [8]% of the Purchase Price on or before the completion of the flooring & plumbing work	Rs. 399920/-
	21	Diament before the	·
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Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

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

Project: GARDEN AVENUE - K K3 , Plot Bearing / CTS / Survey / Final Plot No.:5,5B,5D,5F,5G at Vasal-Virar City (M Corp), Vasal, Palghar, 401303;

- 1. Sridutt Constructions having its registered office principal place of business at Tehsil: Mumbal City, District:

 Mumbal City, Pin: 400004.
- 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;
 OR

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- The Registration shall be valid for a period commencing from 17/08/2017 and ending with 30/12/2023 unless
 renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with
 rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- e. That the promoter shall take all the pending approvals from the competent authorities . .
- 3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid Digitally Signed by Dr. Vasant Premanand Prabhu (Secretary, MahaRERA) Date:09-09-2021 23:47:01

Dated: 09/09/2021 Place: Mumbai Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority



SR.ÑÕ	BPNO	VPNO	OWNER	ARCH'*+;-"	SURVI_HIS	VILLAGE	DT_OF_AM	YÖTPL_ÁR	TOTE_ARE	ŲSĘR	NO_TENA	NO BLOG	REMARK	Detail	DR/TUR
31	2 BP3917 .	VP0381	J.M.MEHTA & B.C.	SHAH GAT, AN L & CONSULTANT	(2.NO.3698,1 & 2	BOLINI	07-Mar-13	5607	\$424.05	RESC .	117		WING A,B,C S/G+7PT, ADD BUA 354.09		
31	3	VP0205	SHRI SUDHIR M. LALL	SHAH & GATTANI	5 NO.146(PT)	KAMAN	08-Mar-13		10145.8	EDUC			ADD AREA 15.11		
31	4 BP3867	VP0457	SHAILESH PAREKH	SHAH & GATTANI	S.NO.370, H.NO.1,2,3/1,3/2	BOLINI	08-Mar-13		6526	RESC	119		INTERNAL CHANGES		
31.	5 BP0533	VPOS27	MULCHAND KOTHARE	SANAT MEHTA & ASSOCIATES	S.NO.153/8	ACHOLE	11-Mar-13		13404.29	RÉSC	317	2	ADD BUA 3631.97, ADD BLDG NO.2	-	
310	5	VP0048	MUKUND RAGHUNATH PADHYE	ENCON .	S.NO.223/2,4,6,7,8,9, 11	SHIRGAON	12-Mar-13	31000	18534.06	EDUC			BLOCK A,B,C,D, INTERNAL CHANGES		
31.		VPOS12	манеян янан	SHREE CONSULTANT	S.NO65/1	NAVĢHAR	12-Mar-13		1757.95	RESI	, 17	ļ.	BLDG NO 1'& 4, DILAPIDAT ED FSI 919.73		
31	BP3278	VP4054	MAHENDRA H. CHOWDHARI	SHREE CONSULTANT	S.NO.45/3	SAMEL	13-Mar-13	1590	1589.16	RESI	. 39		WING A & B, BUNGALO W, ADD BUA-43.80		
319		VP0453	EVERSHINE DEVELOPERS	SHAH & GATTANI	S.NO.5,5B,5D,5F,5G	DONGRE	14-Mar-13		91706.08	RESC	2167	37	AVENUE- A1,2,5,B- 1,K3,4,CF C-6, NO ADD BUA]"	17.3
320		VP0800	MASHROOF A.R.A. SHAIKH & 3 OTHERS	HIMESH GUPTA	S.NO.97/1/2+4/6/2+4/ 7/3+4/12/2+4/13/2+4 /15(PT) & 97/2 &5		16-Mar-13		9901.05	RESC .	325	. 2	2+CFC, ADD BUA- 3092.26, RESERVAT		

Joint SUB Registrar Constrar t Constraint Co

मुख्य कार्यालय, विरार किरार (पूर्व), अ. यसई, वि. राज, विन ४०१ ३०५,

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VVCNC/TP/RDP/VP-0453/ 42-5/201 .13

1 7 /03/2013.

mis. Everstine Developers, 215, Veens Beens Shopping Centre, Opp. Bandra Station, Bandra West, Mumbai - 400 050;

> Revised Development Permission for proposed Residential with shooling Buildings Residential Buildings, Club House, Amusemans Park, Market R School Building. AVENUE AT In type buildings ASAT-5 is REARING, AVENUE AZ IN Type buildings RSA1-7.8 & RSA2-9. AVENUE A3a in type build EGS, AVENUE A36 in type buildings KG1. AVENUE AA In type buildings Even in SGZ ÄYENUË AS In type buildings: YA1-26 (1 Bldo.) TA3-25 (1 Bldo.) TA4-22: (7 Bldo.) AYENUE AO IN type bulldings EG3 & EGA AVENUE AB1(2 Bldos.), AB4(2 Bldos.), AB2(1 Bldos.), A1(2 Bldos.), CB1(2 Bldos.), B2(2 Eldas. J. A2(2 Bldgs.), AB3(2 Bldgs.), CB2(2 Bldgs.); AVENUE B2 In tvoe Building A. B. C. & D. (2 Bldgs.), B1&B1a(1 Bldg.); B&B2(1 Bldg.); C&B(1 Bldg.); C1&B1(1 Bldg.) AVENUE C1 In type Building PG1. AVENUE C2 in type Building ŢĊŢ(ŊĠūĸŊ AVENUE C3 in type Building AG1. AVENUE D la type Building RDIS Bldgs.). TOI() Bldgs.). TDZ(2 Bldgs.). TDZ(3 Bldgs.). TDZ(3 Bldgs.). TDZ(1 Bldg.). TD2A(3 Bldgs.). TD3(4 Bldg.), TD4(2 Bldgs.), TD6(1 Bldg.). 10(4 Bidgs.), XD1(1; 8:do.), XD(1 Bidgs), YD1(2 Bidgs.); YD2 (1 Bidgs.), YD(2 Bidgs.); RD1(1 Sidgs.), TD1 /2 Sidgs.), TD2 (2 Bidgs.), TD5(1. Bidgs), 10 (4 Bldgs.), YD1(1 Bldg.), AVENUE E in type Buildings EG1 & EG2, AVENUE F1 in type Buildings MG2: AVENUE F2: In type Buildings MG1, MG3: MG4(2 Bildistra AVENUE F3 in type Building GF(1 Bidg.), AVENUE S in type buildings R1(8 Bidgs) 23(6 Bldgs.), R4(1: Bldgs.), AVENUE Hin tyck buildings \$1(11 Bldbs.), \$3(9 Bldgs:) Y1(17 Bldgs). Y3(1 Bldg.). AVENUE Y in type buildings RST(6 Bldgs.) Bldgs:3 ٠١١٤٢١ .ببواداق MINISO. type hulldings R1(7 Bidgs.), R2(1 Bidgs.), S1(10 Bidgs.), S2(1 Bidg.); T2(1 Bldg.): T3(1 Bldg.), Tito odgs.): Y1(19 Bldgs.); AVENUE KI In type buildings RKX/2 Bidgs.), TK4(1: Bidgs) <u> 51dg.),</u> YK1 (1. Bldos.). YK2 (2. Bldos.) AVENUE KZ In tyne bulldings RK1/2 Bldgs.), TK3/4-Bldg.A. TKET, Bldgs.A. AVENUE KS nulldings K7/1 Bidgs 1: K7a/1 Bidg 1: K8/1 Bidgs K9 (1 Bidgs) K10 (1 Bid AVENUE K4 In type buildings K4(1 Bldos.); (1 Bldg.), (1 Bldgs.), K6 (1 Bldgs.), AVENUE L in type buildings RL1(6 Bldgs.), RL2(2 Bldgs.). TL3(4 - Bidas) TL4(2 - Bidas) - TLS(2 - Bidas) - TL6(1 - Bida) - TL7(4. 11. (1 Bldg.). YL2(6 · Bldas:) ·Blogs:) Tig(T Bloo) <u>- YUIUI-</u> WENUE M in type buildings U1(2:Bldgs.), U2(1 Bldgs), U3(1 Bldgs); W1(2 Bidgs.), X1(8 Bidgs.); X1(3 Bidgs.), GFC-6, CLUB HOLISE'& Ancillary AMUSEMENT PARK: on land bearing S.Nos. 5(118). H.No.1 to 2(Pt) 5 No. 7(112) H No. 1 to 18, 5 No. 8(492), H.No. S.No. 10(113), HINO-1/18, 1/14, V. 1/3 H.No. 1 to 21, S.No. 12(117). H.No. 1 to 28, S.No. 14(438); H. No. 1 to 41 Contail





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मुख्य कार्यालय, विरार विरार (पूर्थ)



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गाक्र. : ४.६

VVCMC/TP/RDP/VP-0453/0225/2

- Revised Development Rermission Granted vide letter no. Dt. 15/06/2009; 08/10/2009 & 07/07/2010 Revised Development Permission granted vide letter no. WCMC/JP/AM/ VP-0453/010/2011-12 dated 10/05/2011.
- 5)
- 5)[‡]

- Competant Authority Order of Wish as a your Architects letter dated 17/10/10/10 -:kTT Act. Dated 02/05/2012:..

Sir/Madam,

Str/Madam,
With reference to your architect's letter referred above, please find enclosed herewith amended layout plan & building plans for the processed Residential with shorting Buildings / Residential Buildings, Club House, & Anciliary Structures in AMUSEMENT PARK, Market & School Building under Section 45 of Maharashirus Regional and Town Planning Act, 1966 as (Mah. XXVII of 1966) to M/s. Evershine Developers.

The drawing shall be read with the layout plan approved along with this letter and conditions mentioned in the letter rio. CIOCO/VVSR/CC/BP-3519/W/2617Dtd.2/12/05. & CIDCO/VVSR/CC/BP-3519/Layout/W/151Dated 29/01/2008.

The details of the layout is given below as-

Permissible Built up Area

Freviously Approved Area

Total Built up Area Proposed

Now Proposed Area

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	r.	Name of assessee / Oyner:	⊸ M/z∵ëvershine Developers
		P.A. Holder.	A Company
	2,	Location	_{ะ อ} บ ิดที่ดาย -
	3.	Land Used (Predominant)	Residential/Residential wit
	4,	Gross Plot Area	932440.00 sq.m.
	5.	Area excluded from layout.	46909.07 sq.m.
	Ģ.	Area acquired by PWD	5950,00 sa.m.
	7	Balance Area	879580:93 sq.m.
	в.	D.P. Road	126654.40 sq.m.
	9. ,	D. P. Reservation	06/4/8/83 sq.m. 📝
١	10. :	Total reservation	212103.23 sq.m.
	11	Balance Area	- 567477.70 sq.m.
	ر مشره	R.G. @ 15%	100124.64 sq.m.
	1.5	C.F.C: @ 5%	39373,85 sq.m.
	14.	Net Plot Area	567356.C gg.m.
	15.	Add Land pooling 9.5%	53844 · 'sq.m.
	1b.,	Add 75% D. P. Road Area	949": sq.m.

commencement certificate shall remain valid for a period of one year building under reference from the date of its Issuit (As per Section 44 and Clause 2.42 & 2.6.9 of Sanctioned D.G. Regulations 2001).

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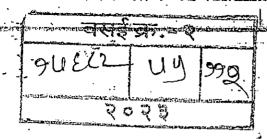


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पुरुष कार्यालय, विराए विराए (पूर्व), १६ वसई, जि. ठाणे, रिन ५०१ ३०५.



दूरप्यनी : ०२५०-२५२५१०१/०२/०३/०४/०५/०५

क्षेत्रं : ०३५०-२५२५१०७

1-her : varalvitarcorporation@yahoo.com

गा.फ. : य.ति.श.म.

दिरांक :

VVCMC/TP/RDP/VP-0453/0129/2012-13

15/03/2013.

15(444), H.No. 1 to 31, S.No. 16(116), H.No. 1 to 11, 5.No. 57(170), H.No. 1. 2. 3/1: 3/2, 4, 5, 5, 5, 5, NO. 58(171), H.No. 1, S.No. 69(172), H.No. 1 to 4, 6, 5, No. 71(173), H.No. 4, S.No. 92(693), H.No. 1/Pt. 2/Pt. 3/Pt. 4/Pt. S.No. 93(177), H.No. 2. S.No. 177(106), H.No. 1 to 7, 8/1, 8/2, 9 to 29, 5, No. 173 (107), H. No. 1/Pt 1/Pt. B. 2 to 6. 7/1, 7/2, 7/3, 7/4, 8 to 31, 32/Pt A, 32/Pt B, 33 to 43, S,No. 174(108), H.No. 1 10, 11A, 11B, 17, 13, 14/1, 14/2, 15, 16/Pt A, 16/Pt B, 17:10 22, 23/Pt A, 23/Pt B, 34 to 29, 31 to 50, 5.No. 175(105), H.No. 1 to 26, S.No. 176(104), H.No. 3 to 23, 5.Ns. 177(103), H.No. 1 to 4, 5/1, 5/2, 6 to 22, 23/1, 23/2 Pt. 24 to 31. S.No. 178(102). H.No. 1, 2, S.No. 185(7); H.No. 1 to 8, 9/Pt A. 9/Pt B. 10 to 33, S.No. 190/9). H.No. 1/Ft, 2, 3, S.No. 191(8), H.No. 1 to 17, S.No. 192(96). H.No. 1/Pt. A. 1/Ft R. 4 to 10, 104, 12 to 19, 20/1, 20/2, 21 to 42, 5.No. 193/97). H:No. 1 to 25: 25A, 75 to 59, S.No. 194(100), H.No. 1 to 37, S.No. 195(101), H.No. 2/2, 3 to 32, 5 No. 196(99), H.No. 1 to 13, S.No. 197(98), H.No. 1 to 22; 23/1, 23/2, 24, 25, 5,No. 198(109), H.No. 1 to 52, S.No. 199(110), H.No. 1 to 19 20/1, 20/2, 21 to 47,5 No. 200(94), H.No. 1:to 14, S.No. 201(95), H.No. 1 to 8. 9/1, 9/2, 10 to 18, S.No; 202(92), H.No. 1 to 7, 8A, 8B, 9 to 14, S.No. 203(93). H.Nd. 1 to 21, No. 704(111) H.Nd. 1 to 54, S.No. 205(91), H.No. 1 to 10, 11/1. 11/2, 11/3,11/4, 12 to 31, 5, No. 206(90), H, No. 1 to 14, 15A, 15B, 16 to 22, 5, No. 207(86), H.No. 1 to 5; 6/1, 6/2, 7 to 18, 19/1: 19/2, 19/3, 70 to 36, 5.No. 208(87), H. No. 1 to 8, 9/1, 9/2, 9/3, 10 to 29, S.No. 209(86), H.No 1 to 15, 16/1, 16/2, 17 . 5.No. 210(10). H.No. 1 to 18. 5.No. 211(11). H.No. 1 & Z. 5.No. 219(85). H.No. 1. S. No. 270(84): H. No. 1 ot 17, 13/Pt. A. 13/Pt B., 14/Pt. A. 14/Pt. B. 15 to 18. 19/Pt. A. 19/Pt. B. 70; 21/Pt. A. 21/Pt. B. 23/Pt. A. 72/Pt. B. 23/to-28; 29/1. 29/1. 29/2: 30/8: A. 30/8: B. 31. 32. S.No. 221(83), H.No. 1 to 3. 4/Pt. B. 5.6/Pt.A.6/Pt.B.7/Pt.A. 7/Ft. F. 8 to 71, 27A, 22B, 23, 24/Pt, A, 24/Pt B, 25 to 27, 28/PF, A, 28/PL, B, 29 to 57, 38/PLA 35/PL B. 39. 40/Pt. A. 40/Pt. B. 41, 47/Ft. A. 42/Pt. B. 43/Pt.A: 43/Pt. B. 44 (9) 45, 47/Pt. A. 47/Pt. B. 48/Pt. A. 48/Pt. B. 49/Pt. A. 49/Pt. B. 50/Pt.A. 50/Pt.B. 51/Pt.B. 53/Pt.B. 54/Pt.B. 54/Pt.B. 5.No. 222(89), H.No. 1.77 (222) 2/2/2, 3 to 18, 19/1, 19/2, 21 to 39, S.No. 223(82). H.No. 1, 2, 3/1, 3/1, 4 to 9 19/1, 10/2, 11: 12/1, 12/2, 13 to 21, 5.No. 224(81). H.No. 1 to 11: 220, 12/2, 12/3, 12/4, 13 to 23, 24/1, 24/2, 25 to 48, 5.No. 1A(467), H.No. 1/1/7, 1/1/7 PM 1/1/5 Pt. 1/1/5 Pt. 1/1/5 Pt. 1/1/5 Pt. 1/1/5 Pt. 1/1/5 Pt. 1/1/5 Pt. 1/1/5 Pt. 1/1/5 Pt. 1/1/6 Pt. 1/1/6 Pt., 1/1/9 Pt., 1/1/9 Pt., 1/4/1, 1/1/5 Pt., 1/1/5 Pt., 1/1/5 Pt., 1/1/5 Pt., 1/1/5 Pt., 1/5 Pt., 1 Pt., 1/6, 1/1/8, 1/1/6 Plant new S.No. 5, 58, 50, 5F, 5G of Villager Dongre, Tal.: Vasel,

Commencement Certificate No. CIDCO/VVSR/CC/BP-3519/W/2617Dtd. 2/12/05. Commencement Certificate No. CIDCO/VVSR/CC/BP-3519/Layout/W/151 Dated 29/01/2008.

Cantd....3

वसईक्र.-२ १५६८२-५६ १९१२ १०२३

मुख्य कार्यालयः, विरार् विरार (पूर्य), ता. वसई, जि. ठाणे, पिन ४०१ ३०५.



'द्राप्सनी : ०२५०-२५२५१०१/०२/०३/०५/०५

केंन्स : •१५०-१५२५१०७

भाक्षाः : प्रतिताताः. दिनांकः :

A A STORAGE

The amount of Rs.1056350D/- (Rupées One Crore Five Lakh Sixty Three Thousand Five Hundred Only), deposited vide Challan No. 4025 Dated 02/12/2005, Challan No. 14613 Dated 21/D1/2008 Challan No. 20613 Dated 11/06/2009 Challan No. 23574 Dated 07/10/2009 Challan No. 27527 Dated 07/07/2010 with CIDCO & Receipt No. 91454 Dated 07/05/2011 Receipt No. 150528 & 150529 Dated 23/08/2011, Receipt No. 91454 Dated 30/05/2012 With WCMC as interest from security deposit shall be for alted either whole or in part at the absolute discretion of the Municipal Corporation for breach of altricommencement Certificate, Such for elture shall be without prejudice to any other remedial right of the Municipal Corporation.

Please find enclosed herewise the approved Revised Development Permission for the proposed Residential and in type buildings RSA1-5, RSA2-6, AVENUE A2 in type buildings RSA1-7, RSA2-9, AVENUE A5 in type buildings VA1-26, (wing A,B,L), TA3-25 (Wing C,D,E), TA4-23 (Wing F,G,H), YA2-24 (Wing I,J,K), AVENUE B2 in type buildings AB1-1,7, AB4-2,6, AB2-3, A1-4,5, CB1-8,17, K7a(1 Bldg.), K8(1 Bldg.), K1 (1 Bldgs.), K10 (1 Bldgs.), AVENUE K3 in type buildings K7(1 Bldgs.), K4(1 Bldgs.), K4a(1 Bldg.), K5(1 Bldg.), K5(1 Bldgs.), K5(1 Bldgs.), K6 (1 Bldgs.), and CFC-6 on land the following details:

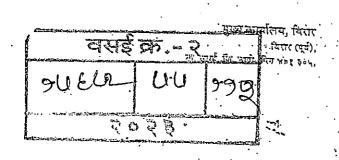
AMENDUD BUILDINGS In Avenue Sr. Predominant Blog. Type ₹No: BUA No. Νø, Use No. Total of Per 0 οf ٥£١١ BUA Floor Bldg Bldg Flats Residential hops RSA1-5, S/G+7 2337,20 01 62 2337:20 Residential RSA2-6 S/G+7 2344.65 01 62 2344,65 Total 02 124 4681.85.

ודעת S., Reedominant ម៉ូកូកូប eldn. No. No. BUA Use No. No. N٥. Total Per of of of. BUA Floor · Bldg. Bldg Residential Flats 1,. R=41-7,8, Shop: <u>(In sq.m.)</u> S/G+7 2337₆20 02 124 2. Residential RSA2-9 4674.40 \$/G+7

1		1				1 388		7019.09
Cons. Pre	dominant	Bidg, Turge	<u> ២ ខហា រ</u>	THES IN	<u>Avenue</u>	-A5 .		
C Pre		ereg, rang	110,	BUA	· No.	No.	No.	Total
, jo Res	ldentlal	YA1-26	of Floor	. · Per Bldo.	of Blds,	of Flats	or Shops	BUA
· . 1.77.1.WILL	h Shopline : Idential :	(Wing Ais.L)	S/G+7	3766.25	. 01 ·	91	13	11n sg.m.) 3766.25
MICI	h Shopline	(Wing Oil)	\$/G+7	3766.25	.01	91	13.	3766.25
	ldentlál	TA4+23 (Wing E/6:H)	3/3+7	3439.92	01	89		
4. Res	idential	YA2-22 . (Wing I,J,ic)	.€/G+7	3439.92	01			3439,92
		Texal				89 		3439,92

LOUF YERRY

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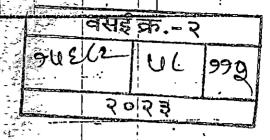
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Sr.	Predominant .	AMEND	EN BUIL	PINGS In a	Avenue		į,	4./03/2013.
No.	Üse	Bldg. Type	No. of Floor	BUA Per Bldg.	. No. af	: No.	No.	Total BUA
1.	Residential With Shopline	AB1-1,7,	5/G+7	1369.06	81dg.	Flats . 56	Shops ·	(In sq.m.)
. 2,	Residential With Shopline	AB1-7.6,	S/G+7	2179.67	. 02	84'	18.	2738.12 4359.34
3.	Residential .	. AB2-3,	S-7	1249.62	01	28.		1249.62
4.	Residential	A1.4,5;	S+7	1070,60	92	56	,,,,	2141.20
1.	Residential	C81-8,17,	· \$4.7	1677,28		 56		
b,	Residential . With Shapline	B2-9,16,	S/G+7	2379.41	<u>ر</u> م	84	18	. 3355:96 . 1758.82
7,	Residential With Shopline	A2-10,15,	.S/G+7	1157,18.	02	. 56	12	2314.36
8 <u>, </u>	Residential With Snopline	AB3-11,14,	'S/G+7	,2246,33		. 84	32	4492.66
ુ. 	Residential With Shopline	CB2-12,13	S/G+7	1843.ES	62	56	15	3687.10
<u> </u>		Total	•		17 '	560	110	29097,18

·		AMÉNO	ក្តា គួបរា ក	INGS In A	Leannin .	100	·	F 37
Sr. No.	Predominant Use	Blog. Type	·No. of Floor	BUA Per Bida	No. of Bldg.	No. of Flats	No. of Shops	Total BUA
1.	Residential	₹ K7	5:4:14	3107,23	C) ·	.76.	211003	(in sq.m.) 3107.23
	Residential With Shopline	∽ К7а	S/G+14	3316.61	01	, 76	·3 ·	3316.81
3,	Residential With Shopline	- K8	5/G+14	3381.25	G1	. 78	·—3	3381,25
·,	Residential With Shopline	~. Ka, ∴ .	S/G+14	4966.50	01	86	-10:	· 4966 50 7
5.	Residential With Shopline	: 7: : Kio-	S/G+14.	4025.27	01	78	-6-	4025,27
- 		Total			05 •	394	. 22	123797,06

3	118	•	AMEND	בה מזוזי ה	ings in A		i		9 9 1 (91) 192 1 2
		Predominant Use	Bidg, Type	. No. · · · of · · · · · · · · · · · · · · ·	Pei Blda	이ბ .of .Bldg.	No. of Flats	No. .of Shops	Fotal BUA (In sq.m;)
نز دزای	Ź	Residential		St+14	3892.37	Q1	76		3892.37
	á.	Residential With Shopline	✓ K4a	·\$/G+14	3983.10	r.	76	 2	3983.10
1	;	Residential With Shopline	KS	\$/G+14	3528,47	01	78 سر	- 4	3538.47
-	٦,	Résidential With Shopline	. ✓ K38	S/G+14	3604.96	01	78	~ 7°.	~\\$60#.96\
į	ζ.,	Residential With Shopline	K6	S/G#14	-2114.88	01	50	~ :5 ·	2114788
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. गुष्पां कार्यालय, विराह क्षितार (प्रति) ता. वंसई, जि. ठाणे, पिन.४,०१ ५०५,

म्हरेक्ट्वी : ०२५०-२५२५१० V.07/07/04/04 केंब्स : ofto-ftittois र-मेल : vasaiviraccoppeationmyahon.com

जा.क. : य.वि.शा.स ्रिंदिनांकः :

VVCMC/TP/RDP/VP-0453/ 42

14 /03/2013.

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	<u> </u>			J	564.82
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The Revised De estiment Permission drily approved herewith supersedes all the relient approved plans with a amendment to already approved building or New buildings are proper to commencement. Certificate granted by CIDCO vide their office letter New Commencement Certificate granted by CIDCO vide their office letter New Commencement Certificate New CIDCO/WSR/CC/BP-3519/W/2617 Dated 02/12/24.

Commencement Certificate New CIDCO/WSR/CC/BP-3519/W/2617 Dated 02/12/24.

Commencement Certificate New CIDCO/WSR/CC/BP-3519/W/2617 Dated 02/12/24.

OS/10/2009 & 07/07/

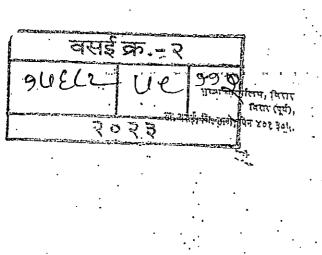
A by Vessi Virer City Municipal Corporation office letter New Vormed New York (New York New York (New York New York New York (New York New York (New York New York (New York

- The Occupancy Certificate for the buildings will be Issued only after provision of potable water is made available to each occupant.
- Notwithstanding, anything contained in the commencement certificate condition it shall be lawful to the planning authority to direct the removal or alteration of any time.
- You are required to provide a solid waste disposal unit at a location accessible to the Municipal sweepers. To stole dump solid waste in 2 compartments of 0.67 CUM. 1.33 degradable was a feet of for non-pio degradable & blodegradable was a (espectively.
- maintenance of historic times to describe the premises for inspection of prior notice.
 - You shall subject detrillad proposal in consultation with Engineering Department, Municipal Corporation for rain within her vesting and solid waste disposal to treat dry

You have to fix a board of public notice regarding unauthorized covering of marginal open spaces before applying for occupancy certificate of next building as per the.









יליביון : פלווסילולוולס ליסלים לים ליחליוער

भेंत्रमः । ०१५-१५१५०७

ई-नेल : vasalvisaccusposation@yahao.com

चाजरः । चार्यसामः दिशंबा ्

- 5) You shall develop the site as per Engineering Report before applying for Occupancy.
- You are responsible for the disputes that may erise due to titibly access matter. 10)
- The responsibility of adhering to MOSF considering lies with you as, per the undertaking given by you.
- 11) . Condition Mention In C.C. are applicable.
- You shall submit CFO NOC for building ($\mathbb{G}\oplus 7$) & ($\mathbb{G}\oplus 4$) epplying for PCC.

UNICIPA

Yours falthrund

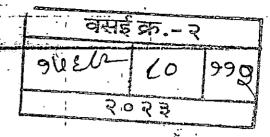
Dy. Director of Town Planning, Asal-Vira: City Municipal Corporation

Encl: a/a

Asst. Commissioner, UCD Vasai Virar City Municipal Corporation.

M/s, Shah Gattani Consultants, Architects, 103, Lucky Palace, Station Road, Vasal (W), Taluka: Vasal, Dist: Thane.

Ragistrar Class 胃



dang/syeapi/104

क्र महसूब/क्-१/टे-१/एनएची/एववार-१३/२व०१ विद्धाधिकारी कार्यालय सार्गे दिन्दिक शेक्श्रित/२००४ <u>२०६२</u> १११०१

याचले :-

श्रीक्षरस्त्राम् प्रांतम् प्रोक्षेत् सं इतन-८८६ भिन्नियुक्तस्यकारीः भीः क्रकेशकुनारः कुन्तदापितिः विशेषतः स्रोत्तासस्य वास्त्रक्षपरः विद्वाराणे स्पेत्रियं दिः श्रीश्रीश्चित्रके स्रोतीना अर्थः

ः निद्रको प्राधिकरणे सुसहै गाँचै कडील प्रसिद्ध किलेला प्रारुष विकास भाराग्रहमातील तकात है .

, तंडसिलंदीर परंडे भीचा अंत्रपाल क्षेत्रीक क्रांचित्राव/प्रतःग्रं, पी./ एत. क्षारः-१२/२००४ दि:१३/२/२००४

सिरारं नगरं परिषय पाँधे कडील बधकाना बायत चायला जी नापिनप/दा/१५८/२४ कि. ३०/२/४२०%

र ु॰ मुख्याभिकाकी, विकास नगाः मेरियदं विश्वे कहील पोणीपुरवर्दया वाका पत्र कः विनर्पा काश्री स्वार्थ । दि ∵रुंश्र∜२००४

दः अर्वदार् यानी सुद्धः केलेले हम्पिय दिः ऐ/दे/०७ -

इंग्डील कार्यालगार्ने वि. ५/२/२००४ सोडीचे 'फोकण सल्वळः' या मृत्रावतात परिसंध्य केलेला कांद्रियनामाः

CERTIFIED TRUE COPY

- अरादेशः न

ज्याः अर्थी श्री परभारम् प्रदेमण् भोईर च इतस्यटाः यापि कृत्यमुग्नस्पर्धः श्री सहेशुल्यस् स्वत्वीपरिताः व्याप्तेन ताः पालपर ताः पालपर जिन्ताणे पनि वाणे जिल्ह्यातीलः वसहं वालुक्यातीलः स्वीपि प्रदेशिकः विद्याले सोबत्ये यरिशिष्ट अंबद्धः मध्ये नमूदं कैल्ह्याः जमीनीचे प्रेत १,२६,४४०-०० चीएसीः जातीची यहित्यस्त्वर्थः चाणिक्यं या विद्यारशेत्वरिः प्रदेशनमध्यापर करण्याची अकृतिक पर्वात्वर्गः मिक्क्याः वामनः वाले मेल्लिकः विदेशे

्याणि इया अर्थी, प्रस्तातित ग्रामिनास विनश्चिती प्रस्तानी वैष्ट्याच्या संवर्णात दिंग ग्रामिन्द्रश्चार्था स्वर्णात दिंग ग्रामिन्द्रश्चार्था स्वर्णात प्राचित्रा स्वर्णात प्राचित्रा स्वर्णात प्राचित्रा स्वर्णात प्राच्या स्वर्णात प्राच्या स्वर्णात प्राच्या स्वर्णात प्राच्या स्वर्णात प्राच्या स्वर्णात स्वर्या स्वर्णात स्वर्णात स्

त्याः अर्थी, प्रहाराष्ट्रं जामीन भहसूव अधिन्तम् ११६६ ए जनस् १३ उन्सर् प्रविशिक्षिणी अधिकारां सः व्यवक भ्रहन्। विवक्तिकारी वाली पाट्योः श्री म्ययमाम प्रवेगण सिक्ति च इत्तर्वरकारी तां अवंतर्वर विज्ञाण ताः वसई यांचा असई तांतुष्मतील नोजे बोगो ध्रीयो स्थिति सिल्या भारति होत्या अस्त्र वां क सथ्ये देशीं देशां क्रमणे सिन्न १,२६,४९७-००ची भी सेवास स्वित्तर्य अस्तुति सेवासि स्वाप्ति सेवासि सेवासि असीवित्र स्वाप्ति स्वाप्ति असीवित्र स्वाप्ति सेवासि असीवित्र स्वाप्ति सेवासि सेवासि सेवासि सेवासि स्वाप्ति सेवासि असीवित्र स्वाप्ति सेवासि असीवित्र सेवासि सेवासि सेवासि सेवासि सेवासि सेवासि सेवासि स्वाप्ति सेवासि सामिति सेवासि स

हुतेष अंती शक्ता-

मुश्राधिकार अध्यक्षेत्राता प्रतिष्यात कोणी स्टब्स निर्माण करणे बाबत दायो केल्वान स्वाधिकार विकास स्वाधिकार काणी स्टब्स काणी अस्ति वार्षा केल्वान स्वाधिकार काणी स्वधिकार काणी स्वाधिकार काणी स्वधिकार काणी स्वाधिकार काणी स्वधिकार काणी स्वाधिकार काण

पाणी भूतका / विश्वत प्रकृतं / प्रत्ने/वारीचे /खेळाचे सेदानं स् पुत्नेपूर्वं स्विववृत्तिन्यस्तुत्वारारं मुर्राहिण सन्त्रायस्या प्रतिवृत्तं प्रकृतिकार्यः शरीतः

की परकानगीः क्सरेश्ड् जमीन अधिनियम १४६६ व त्यायातील केलोबी नियम माना श्रीधन 'राह्त्त्र' देश्वीहर् आसीती अपने

अनुजागाही व्यक्तीते (ग्रंटीते) अशा जनीतीचा यापर य त्यापरीता हमारतिका आणि विचा अति भागमाना उपयोग अवत जनिनिचा शिङ्को प्राधिकरणा कड्न वया प्रयोजनार्थ उपयोग कर्मित्र पर्यात्मी देण्यात आली अवेल ल्याच प्रयोजनार्थ केला पाहिने आणि स्माने अशी नसीतः किया किया कोणताही प्राण किया अशी दुनाहत योचा प्रतर कीणत्यही प्रयोजनार्थ किला क्षांक्रिक स्मान



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कामा तथे. विड्को प्राप्तिकरणाने परवानगी दिलेला इमारतिया वापस्तकन जीनतिया उत्तिविण्यात परिलक्ष प्राप्तिकन जीनतिया उत्तिवण्यात परिलक्ष प्राप्तिकन जीनतिया उत्तिवण्यात परिलक्ष प्राप्तिक आकारणी मरणेल पालकारित अभी प्रत्यानगी देणा-या प्राधिका-याकद्वत (किंडको प्राधिकरणा कड्न) असा चुन्काती करिति जै कीणतेही उपमुखंड परिण्या वाजक मंजूरी मिळाली असेल त्या उपमुखंडाकी अभिप्ति सिक्टिकिं स्वरात क्राम्या नये.

यनुनामाही व्यवतीने (अ) जिल्हाधिकांकी व संबंधित नाहपातिका प्राधिकत्या याँचे समाधित हिंदितं हीति। शितीमें अशा जमीनीत तस्ते गटारे व्यक्ति साधून आणि (अ) भूगापन विकास कङ्कार अर्था भूवी मोनणी व त्यांचे सीमांकत एकत ही जमीन मा आहेशनच्या तास्त्ये पासुन एक केलेच्या खीत आराणक्रम प्रमाणित काटेकोराणे चिक्कित केली पातिने आणि अशा सितीने वी जमीन विकश्चित जाई पर्यंत त्या जमीनीची कोणत्याही रीतीने विद्धेषट लावता कान्य संवे.

प्रस्तायित जमीनी 'पेकी प्रपान' 'बं' ना 'क' मधीन वर्शिक्तित्या जमीतीत्याः वाजतीतः मुंबई कुळ्यहिबाहं शेवजमीन निपान १९५५ के निपान २५अ (२००३) तुसार काकाराचे प्रकृष्ट महास्तरीत प्रकृष्ट के २.८८४८/-(अंतरी राजात होतार आठेशे क्षेत्रियां जीव) संस्थित स्वान नारियो स्वान करियां

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सिंहकीरी मैजूर केलेल्या स्थाल आरायहरपात अंत्रीण हिला ईमारतीच्या नकाशात निर्दिष्ट केल्या प्रमा जीते क्षेत्रावर आराकाम क्रिस्प्या विषयी ही परंद्यान्त्री रिण्यांत आलेली आहे. सदस् भूखेलातील बांच सिंहती अविकारणाते मंजूर केलेल्या नकाराप्रमापीय असावेतासेच उर्वपित श्रीतं किना व्यक्तिम सी सींहते प्राहिनों

१२३१) - प्रस्तावित बाँधकाम हे सिडकों प्राधिकरणाच्या मंजूर नकाशात दर्शक्रिनेत्वर मजल्या प्रशासीका असू नथे.

प्रतिविद्याः इतारत किया योणतेले काम १ असल्यास १ त्यांच्यां विद्यानास सञ्चल सर्वेश अनुसामाही व्येवहींने १ ब्रॉहीन १ सिहकोः प्राविकरणायी बांधानाम स्निप्यत विद्युत्ति कार्यक्रिक परवानगी रिक्कियो के अंशा व्यवस्थित वंधानकारिक असेल, पं मणून संस्कृति स्विक्ति स्विक्ति स्विक्ति स्विक्ति स्विक्ति

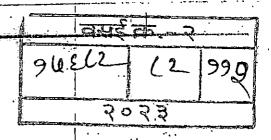
आर्तुतामाही व्यक्तीमें मिद्यती प्रशिक्तरणाने निजु केलेल्या नकासात द्वासिक क्षेत्रमहि क्

या आर्षेशाय्यां दिन्तेणाः पासून एकः ध्याच्याः कालोत्स्वीतः अनुनामाही, व्यवहानि वर्णाह् कान्नीनः । कि भिती प्रश्नीजनासाठी चास्त कारण्यासं भूरवातः फेली पाहिके. मात्र वैटलेबेट्टी क्ष्मी कान्नावर्धः बालेब्द्रिके अपन आहम अतिश एक की गौरू अवाहिताः अनुनीतिही व्यवहात उपनीता प्रवाहित क्ष्मिता प्रवाहित कार्याः । क्ष्मित्रका स्थि प्रवित्व आपोजाप रहः सादी असर्चार्ये प्रसन्धाना प्रदेश

अर्जुजावारी व्यव्यक्ति असां जन्मेनीचे विमने शितकी अर्पोजनात प्राप्ति क्रण्यांक त्या हिन्दीक व्य नुकात केंद्री असीद विष्य ज्या दिनांकाक व्यन्ति वसा गर्मिनीची प्राप्तात क्रव्यक्ति केंद्रात क्रव्यक्ति क्रविक्ति क्रव्यक्ति क्रविक्ति क्रव्यक्ति क्रव्यक्ति क्रव्यक्ति क्रव्यक्ति क्रव्यक्ति क्रव्यक्ति क्रव्यक्ति क्रविक्ति क्रव्यक्ति क्रविक्ति क्रवि

अशा जनिर्मिया तथा प्रेरोजनायी वागर वाराव्यस्त अनुजावाज्ञिस परवान्ती। देणात आसेत प्रस्तिनार्थ वापर करण्यान प्रारंग राज्यस्त असेत प्रस्तिनार्थ वापर करण्यान प्रारंग राज्यस्ति वित्तिका पास्त सदर अनुजावाज्ञित त्या जन्मिन स्वरंग करण्यान प्रारंग राज्यस्ति वित्तिका पास्ति स्वरंग वित्तिका परिति स्वित्तिका परवानिकार वित्तिका वाराव्यस्ति प्रमावाने अयका त्यानतार अंग्वतात येग्वति वित्तरांनी आकार विवासिकार राहिल्ह्यस्त वित्तिका वापरात कोणवाही प्रकारमा बदल करण्यात आसा सर्वा त्याव निराक्ति वाराव्यक्ति आकार स्वा त्याव निराक्ति वाराव्यक्ति आकारणीचा हमीची मृतत अजून सम्पाद रहावविद्यी आहे ही विद्यारात प्रापति वाराव्यक्ति स्वा विवासिकार प्रारंग वाराव्यक्ति स्वा विवासिकार प्रारंग वाराव्यक्ति स्वा वाराव्यक्ति स्वा विवासिकार प्रारंग वाराव्यक्ति स्वा वाराव्यक्ति स्वा विवासिकार प्रारंग वाराव्यक्ति स्वाप्ति स्वाव स्व वाराव्यक्ति स्व वाराव्यक्ति स्वा वाराव्यक्ति स्वा वाराव्यक्ति स्वा वाराव्यक्ति स्वा वाराव्यक्ति स्वा वाराव्यक्ति स्वा वाराव्यक्ति स्व वाराव्यक्त





·congrevaself for

ग्रें महाताले क-१/दे-९/एक्स्पी/एक्स्पार-१,१/३,०४%

प्रतायिक जिम्मेनी अजितात्वीची नीजामी के न्यूकम अपने क्षेत्रका अपने अकरी रूपने स्वाप पीस हजार दोनशे प्रमुख मात्र) मलत्र का. १५/२००४ दिः ३७/१५/३००४ अन्तर्भ सम्मन् ह्युमुहु कलो

मुस्रपति विकामकाह्न अमीनीची मोकणी दर्गणांत आवम नंतर अशा कमीन अत्रद्भुनं येपूर्तं क्रिक्या सेवर्षळानुसारं या आदेशात आणि समनीमध्ये नमूद केलेले ह्रिय तसेच १ व विकासीत्यो आक्रमणी यांत बहुल फोण्यांत येहेला

भावर जमीनिक्स विमरशेतकी याप्तास प्रारंभ फेल्पाच्या दिलांका 'वासूद्ध दोन व्यक्तिया कालास्थीत अनुसामारीने विक्राक्वा अधिकाणा कहुन बांधकामान्ये आरापावे महार बंगन धेळन अभा जेतीन्छिर अग्रहारपर ही हत्त्वात यांचली पाहिला अन्यश सद्देश वाहेश रदंद सम्बाग्यात गेर्वल स अनुजागही चोंत्रा अतुर्वेषक पर्वानगीसाठी नह्याने कार्ज सांदर करावा जागीत.

भूयों में मेंजूड मेज़िल्या नकाश्मावस्तुतुम अगोद्धिय वायनेल्या इनारतीत अंतुज्ञायाहीने कोणतीही भर प्यालता क्याना नाम किया ती मध्ये कोणताही फेरबदता केएता कामा नाम नाम अंदर गाल करावा किया मेजसदल सदण्याचारीः जिल्हरीयेका-सामी/विद्यानी प्रतिस्करणान्ती सदमानारी सेतली असेल आणि श्रिया भरीचे विस्ता फेर्ब्यक्ताचे नकारी भीतुर करान चेत्रते समानित कर ही भीत्र निर्मार

अतुजामाही च्यांकाने कार्नुसाशुक्ता परिसरात अस्यस्तात्पृतुष्टाप्रियोगी सामात साही अशा रीतीने आपल्या स्यतःच्या चार्याने अमेरी पार्गामुसार्य्यानी य साहिपार्याचा तिवस करण्याची स्वसंस्या फेली म्प्रांहर्ज.

प्रामीनीच्या विगद्धीतकी वाधराम प्रापंत केल्फ्ज्या दिनीया, पासून एक महिन्याच्या कालावशीत अनुभामाही व्यक्तीन महास्वद्र जामीन महसूल (जमीनीच्या बापरांत बदल व निगदर्शनांती खार्यम्स्पी) नियम १९९१ भारतील जात्रसूर्यो नाम मार्थि वितित्या नमुन्यतः एवा समाप भारत चेळना सीत या आहेशातील सर्य शर्वी प्रसार्वित्व करणे कास वंधनकारक वार्येल.

इक्षे , या आदेशात श्रीमिण सन्दर्भ मध्ये समुद्र केल्लिया शामिकी कोणत्याती शामिका सम्बन्धि प्रत्याति दालीयन मेल्यास प्रत्स अधिनिक्यांच्या उपकृतन्त्राचे अला अनुसावादी कृति त्रीशिक्षी

विधी संसत असेल, वसेचे खामणच्या किल्हाधिक भाता क्षी इनारत किसे जोवकान साहत ट्राकण्याचे क्रियां दीत फेरदांन सर्पयाची काम क्रमून भेग्याचा दिवा था प्रीत्वर्ध आलेला-यहंचे अनुनामाही स्पारतीयम्हतं जमीतः महसुसामी भूककानी कर्मून वस्ता क्रातः घेम्याचा अधिकार आसेलः

दिलेली की प्रस्तानकी पूंबई कुळविष्याट के श्रीतवमीन अधिनियम १५१८, महाराष्ट्र प्राप्तेमंदायत अधिनियम आणि नरारपालिका अधिनियम १६ कामधीना संसीप स्या बेट्टी धूँनेहोता असहीर्या ।इतर कीमताही कामप्राची कीगतिहीं उपवंश प्रकारणीच्या अन्य संबंधीन नहीं हिंदी होती साग्र होतील क बार

प्रकारित जोरेसीच्याः जिंगरशेतकी आकारणीच्याः पानंतर विस्ता रेत्रज्ञ पीसः हजार प्रदाशे जासूछः भावाः क्यांतरीत क्वर कि ंत्रकारित जोशनिकाः विगरनेतको याकारणीच्या पानवद्यातिको स्टाप्त हिन्द्रिन द्वारी र प्रतीस व्याप पीस हवार प्रदारो बाएक अनु क्यावरीत का क्रिक्टिशन व्याप्त क्यावरीत वार्ट

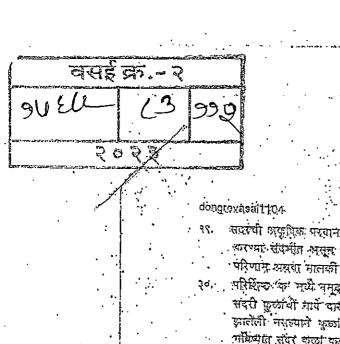
न्यांमेणवे सदर्शविशाच्या विनायत पासून नीम दिवसांत क्रिकिये वसा स्वीपी अनुसामाद्वी पानी वेस्टर्की आधिकरूपा सहन क्षेत्रसमाति विकासाति व नंकाशास्त्रकुण्यः बीयकाम केले पाहिली. त्यात खिटकी ग्लेशज्यकी बदल क्ला खेलाड चही।

अक्षामीन समीतीवर आणी मेंगे सांठी एउत्या बाबत भूविष्यात क्रींगी हुएक्त प्रपत्थित केत्यास त्यांचे निराकरण करून जरणे पेंणेसाठी खंता असीहतात राहील पानी सर्वेखी अझवदारी अनुजणाही यांची राहील.

अनुब्रामहीने या प्रकरणी सादर पेव्हेले कागद्रपत्र चनायद्, सोटे अध्या दिशाणूल करणारे असल्याचे विष्यव ह्यात्यारा अंगर या जामीनी वाजा अधिश्रांत फाही याद उपलब्य झालास दिलेली पुस्यांतरी, रद्स् झाल्याचे समञ्जूष्यात सेंअन कप्ता अनुगामारी हैं सर्वाची प्रात्नाका नाहितीला स्थास सासन कांपारपाडी

पुकारे जहांबवार स्लगार 'नाही.





क महसूल/क-१/वै-९/पनएमी/प्रमेष

सदरंची अकृष्यक परवानकी फवत प्रश्तायीन अमीनीचा शेती प्रयोजनाकडून 'बिनावेर्स प्रयोजनाकडून करण्याः संवर्भात असूनः या प्रत्यानगीनुके या जलीनीच्यां मालकी प्रक्रकूर्णः क्रींच परिणाम अन्तर्वा मालकी हरकात बाधा येणार नासी.

२०. परिश्विक 'क' मधी नमूद्र कैलेंग्या जैसीन मुंळ मांताकार्ध नीवे ७/१६ ला कब्बेंदार भून्दी तर इंतर संदरी कुळांथीं नार्षे दाखन खाहेलं सदर जरोतीची अवृधिक परवानगी केर्णवृधी देन म नुसार क्षालीली नगरवाले कुळाचे कुळाकारपारप्रवा चेंकन अस्विक पहलानगीः देण्याची, पिनोतीः हेंन्सी मंबिष्यात संपर कुला कड्न कोणलाही प्रकारकी तकार /हरकत चैतली जामार माही, बानी क्षेत्रक 'यांनी दक्षता प्याची र त्यांची सर्वस्यी जनाबदांती अनुजानार्ने यांची सहीता.

परिशिष्ट अ बाक मध्ये नमूद असलेल्या जारीती बावत फेरकार नौंद को, शहर ही नींड सुंबुई के वरायाचुंसार तुकडेबेदी कायम जानत आहे. तींद प्र. १३७७ ही स्ताराष्ट्र प्राच्य वानन मापा ३. यामदा १९५८ व आस्तीय नाची नियो कांपया १८५५ बाबत खाहे या भुके कींपालाही अनुपन तरतुद्धींचे। भंग झाल्यास स्याची सर्वस्यी जनावदादी अनुराग्रही प्रतिदे राष्ट्रीत. ा

भविष्यात सदरची जमीन सुरोगंद्रनात गृहेंसास ल्याचेळच्या अकृषिक वसाने सरपाईची रक्तम दे शासन ल्ह्यांयंदारं रहाणाह नाही.

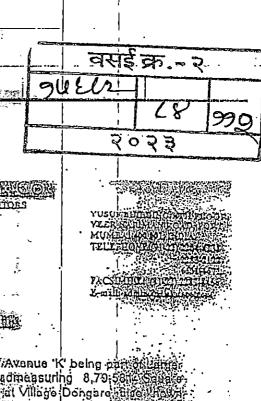
अतुनापाही योती सिडको प्राधिकरंगा कडून पत्रुर फेल्स्य सकार्या व्यक्तिरक्त ना प्रमोजनाएरडे वाप्रस्थास व बांब्रांनाम छेल्यास आहर बांधकामा मध्ये जड़तः कुरुन होद्दाः उटाई निर्देशोक पापरल्यास धानुशामाही है सहावाद्ध प्राद्धिक नेपारचना आधिनियम् अध्यक्ष स्रोतास अन्वर्ग पीजवारी स्वरुपाचा गुन्हा दालल करण्यांस पान रहातील व असे जादा व्याधकांच हुरू करण मात्र शहील:

सिङको प्राधिकरण यसई याचे कडुन बांगकां परमानगी प्रेडन स्वामधील सर्थ शरी अनुनापाछी -वंद्यतकास्क सहतील

श्रीपरशराम पदमण भोईर व इतर-८८७. यांचे कुळमुख्तपारी श्री. रातेशकुमार कुलंदीपरि रा. पाल्यर की माल्बार जिल्हाने







PONOCYLIS REOLIGIA WARPING MENINGEN CONTRACT

> عد بران الشائد العداد الشاء

> > Re: 11 Alexande K being part of Larries Land admeasuring 8,79,5812 Sayare Meters at Village Dongare History Assay Village Narangi Talika i Vasal Distict Thane.

No have in accordance with the instructions of our clients Messrs #EXE Dovolopers a partiterally firm registered under the Indian Partnership Act. 1932, having its place of business at Veena Beena Shopping Central Floor, Guru Nanak Read, Bandra (West), Mumbal 400 050 and commissions Constructions Private Limited a company incorporated under the Companies Act, 1956; having its registered office at 702, Natrel; having dunction, Western Express Highway, Andheri (East), Mumbel 1000 069 (respectively Evershime and Enlama and collectively the Corowners investigated their title to the Larger Land admeasuring 8.7958 Meters situate at Village Dongarc, within the Registration Septimization Vasal, District Thene more particularly described in the First schedule hereunder willten (the Larger Land') and had earlier investigated the (illigion Mossrs. Polignor Land Development Corporation (PLDC:) ប៉ែញត្រឹង Land, Inter alla, taking sparches since the year 1971 at the Office Registrar of Assurances at Vosail, Virar and Nala Sopara publishing Public Notices in the local newspapers and perusing the project several lillo deeds, the Search Reports and Record of Rights Per made appropriate Declarations on their title to the Larger Land. Weight a brief devolution of tille of the Co-owners to the Larger Land.



SATTE SATES

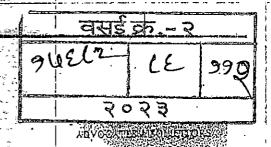
74567 14 990

The barger Land was acquired by PLDC under several Decision Conveyance, executed by the Original Owners in (avour of Place and duly registered with the Sub-Registere of Assurances at Ward with the Larger Land was pursuant to such Decis of Conveyance transferred to the name of PLDC in the Record of Rights. The said Decision Conveyance were executed after certain permissions were obtained for the transferrence development of the Larger Land Including the District No. Revenuetk-1/15-0/AN/PIASR-11/2004 dated 27 February 2007 passed by the Collabor. There for conversion of the Larger Land Non-agricultural use.

Evershine became relized and possessed of or otherwise well and sufficiently entitled to the Larger Land by virus of the 5 (Five 19 ed 201). Conveyance hamely, the Deed of Conveyance dated of August 2006 and 11 May 2009), the Deed of Conveyance 19 ed 20 ed 21 August 2006 and 11 May 2009), the Deed of Conveyance 19 ed 20 ed 21 August 2006 and 11 May 2009). The Deed of Conveyance 19 ed 20 ed 21 August 2006 and 10 May 2009 and the final Deed of Conveyance dated 27 February 2007 and, the final Deed of Conveyance dated 27 February 2007 and, the final Deed of Conveyance dated 27 February 2007 and between 19 ed 20 ed

Pursuant to the Group Housing Scheme evolved for development and construction of buildings on the Larger Land, a Lay-QUERING





Building Proposal were submitted to the City industrial Dayslopment. Corporation of Maharashtra Ltd. ("CIDGO") through Masses Shall Gattani Consultants. Architects and Consultants. (the Philippe Architects). CIDCONVSR/CC/BP 3619/W/2616 dated 2nd December 2006 in respect of the hereinselfore recited Lay-out Plan and Building Proposali for construction of buildings on the non-reserved portions of the Land (hereinselfor referred to as the "2005 Commencement". Continuate of the Land (hereinselfor referred to as the "2005 Commencement Continuates). Certain portions of the Larger Land have been reserved under the Dayslapment Plan approved for the Virar - Vessi Silb Seption for D.P. Roads and D.P. Reservations as reflected in the sanctioned Lay-out Plan.

١b٠

QΪ.

Based on the Environmental Clearance Certificate beautionable 21-544/2008-1A-III dated 13th March 2007 of the Union Ministry of Environment and Forests, Government of India, for the developmentals the Larger Land In accordance with Environment Impact (354556). Notification S. O. (E), dated 27th January, 1994 read with the Amendment notified on 7th July 2004 vide Notification S. O. (E). Evershine through the Project Architect submitted to Classification Cartificate (350). Which was sanctioned the various Commencement Certificate dated 29th January 2008 (450).

By a Joint Venture Agreement dated the 20th March, 2009 (13)
Agreement of Assurances at Wasel under Serial No. 1998 of 2009
Exerchine and Enigme agreed to Jointly develop the Lenger Life and pursuant to the J. V. Agreement and the consideration manifestation



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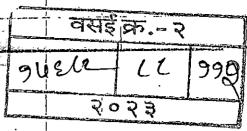
therein Evershine conveyed to Enigma its one-half undivided share in the Larger Land by the Dood of Conveyance dated 20th March 2000 duly registered with the Sub-registers of Assurances at Vasal undirection of 1995 of 2009 ("Deed of Conveyance").

- The Larger Land being Un-subdivided, has been notionally substituted into Residential Sector, Retail Sector and Commercial Sociol and the Residential Sector, has been further notionally divided into 15 littles or more Avenues.
- 7. The Vasal-Mar City Municipal Corporation has issued further.

 Commencement Certificate No. WCMC/TP/AM/VP-0453/03-2011-12.

 dated 13th September, 2011 ("2011 Commencement Certificate") for modified by the Commencement Certificate No. VVCMC/TP/AM/VP-0453/295/2011-12 dated 31th March, 2012 ("2012 Commencement Certificate") based on the Royleed Building Proposals submitted through the Project Architect is accordance with which the Residential Buildings will be constructed on the Residential Sector. Available forms pertion the Residential Sector.
- 18 (a). The Co-dynamics have by an Agreement dated 13th October 2012 made by and between Evershine of the One Part and Entermission Character with the Sub-Registrar of Assurance of Value and registered with the Sub-Registrar of Assurance of Value and Colober, 2012, [high under Serial no. 9924 of 2012, on 15th October, 2012, [high under Serial no. 9924 of 2012, [high under Serial no. 9924 of 2012, [high under Serial no. 992





M.II. MISKING SAND

up area) comprised in the said Bullt-up FSI as per details as lighting Part I of the Spoond Schodule thateunder written (Everafing shall be absolutely and exclusively antitled to deally things and Enigma shall be absolutely and exclusively antitled to deally things dispose of and/or to exploit separately 14,69,568.88 square feat political up area) comprised in the said Bullt-up FSI as per details saticulated appropriate of the Spoond Schadule thereunder written (Enigmatical State I of the Spoond Schadule thereunder written (Enigmatical State I of the Spoond Schadule Buildings on demarcated political in the construction of Residential Buildings on demarcated political the two Avenuars K and L. In accordance with 2011. Common construction of the 2012 Common coment Certificals.

- 8(b). Exershine and Enigma: have fifther agreed and acknowledged to recorded in the Modification Agreement that Enigma; slight at the request of Evershine, be liable to execute along with Evershine transferable and assignable leases in perpetuity at a northing rent of Re. 1/- in favour of the Co-operative societies to be formed of purchasers of flats; shops and other premises in the costagnation buildings to be constructed on its aloresald demarcated portlons of Avenues 'K' and L'.
 - B(c): Evershine of their assign or nominees being anithed to construct buildings. Nos: 'K-3', 'K-4', 'L-3', 'L-4' (part), 'L-5' and 'L' through all states of Avenues 'K' and 'L' through all states of Evershine's FSI that is, FSI of '14,09,566.88 square including the area) in accordance with 201. Commencement Certificate. Building No. 3 with short by the 2012 Commencement Certificate. Building No. 3 with short each wing comprising of ground and fourteen upper floors with short on the ground floor will be constructed on a demarcated control on the ground floor will be constructed on Avenue 'K' through utilization, of FSI of 2,93,301. To square test (built-up area) hereinafter referred to as 'Avenue Kallington's marea.



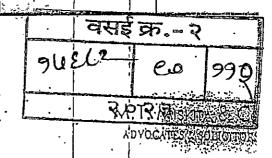
M.T. IVIIIA

9u Unt CC 990

particularly described in the Third Schedule herounder written being particularly described in the Second Schedule herounder written.

Mausimi SA investments (LC Mausimi) holding 20% Equity Keyetono Realtors Pv. Lid. ("Keyetone") has filed in the Sipinia Court of India; a Special Leave Pallibon ('SLP') against the இந்தியும் 6th November: 2012 of the Bombay High Court dismissing With the Appeal.No. (L) No. 47 of 2012 (Matieml's Appeals) which is paid in admission. The Supreme Court has in the meantime passed and old dated 8th November, 2012 directing Enigma to sell its available. the Virar Proporty after giving notice to Mausmi. Neither was Eve made a party to the SLP or the said Appeal, nor any injunction order has been presed against Evershine in any of the proreferred to herein. However, Mausmi had filed an Application 2012 against Keyslone, Enigma and Evershine for suffing East Mödification Agreement on which no order was passed by that it · High Court in view of the dismissal of Mausmi's Append obtailed the Opinion dated 22. November, 2012 of Caussia Vimadalal who after referring to the Polition filed by Mausin Delege Company Law Board (CLB') under Sections 397 and 398 Companios Act, 1956 against Keystone, Enigma and Ores William dismissed and gave use to Mausmi's Appeal) has opined Evershine would be free to deal with the FSI/portion of land (a) the share, under the sald Deed of Madilloation in such image doem fit and propor consideration/proceeds for themselves without being reguliodite any Consontalhor of Engine of Keystone, Mr. Vimadala legal Evershing objects the CLB and the High Court.





By a Development Agreement dated 25th day of April, 2013; included and between Evershine as Owner of the One Part and Messes (Analytics Canalina a partnerable film registered under the lagian-Partnership Act, 1932, having its principal place of business attents Fifth Floor, Penchtatha, Opera House, Mumbel 400 004, as Dage leper of the Other Part (the Devoloper.), registered in the Office of the Sep Registrar at Vasal-II under Senal no. 3823 of 2013 (Developments Agreement), Evershine granted irrevocable development rights to the Developer in respect of F.S.I. of 2,93,301.45 square feet (built-unitings): to be utilised by the Developer in the construction of Building To 3 on Avenue 'K-3' with six wings each wing comprising of grounds and fourteen upper floors with shops on the ground floor on Avenue 1829 with right to sell shops flats and other premises on an compassion basis' under the Maharashira Ownership Flats Act . 1963 and logiomica co-operative housing society of purchasors of flats and shorts has the building under the Maharashtra Co-operative Societies Activities whose favour Evershine and Engina shall execute a transference. assignable Lease in perpetully (999 years) at a nominal least part of Re. 1/- (Rupe'e One Only) of the Avenue 'K-3 and the Bulling No. 3. thereon, Pursuant to the Development Agreement Everstilling has: delivered irrevocable vacant and penceful possession of the Wehua K-3' to the Dovoloper on terms and conditions mentionexitation. Development Agreement.

11. We have caused to be taken searches at the office of the Sab-Registrar of Assurances at Vasal. Virar and Nallasopara and have not found any transactions villating the title of Avenue 'K'. Avenue K's are originally montgaged along with Avenues 'G', 'H', 'J' land W. under any Indenture of Montgage dated 15th June, 2011 executed in terms.

iner.



on their own account and for their own benefit. किंद्रों विवाद moi aboccor indio one else enl evicon inom augul spops and other premises to prospective purchasers onsolving Building No. 3 on the Avenue 'K-3' of Avenue K and Lorselling powers contained in the Development Agreement to contained unsubdivided. The Dovelopers कोळ onlilled in exerclse जी प्रह्मिक्षीक्षी encumbrances subject to subjectains 8(b) and Averige: เห็น

the Ayende 'K-3' is clear and marketable and trace trains Beggg qualitied) Isol otsups 24.105,59,5 to J.2,7 of enirtheus To eith Evershine to us and the Opinion of Mr. Vimadalal, Senier Regional exocuted by PLDC, the letter dated 15th July, 2013, eddingseld

in our opinion based on our investigation, the deciaration in our

construction of Bullding No. 3 on Avenue 'K-3'. Avenue 'K' of any part, thereof or the F.S.I. to be utilized in are no other proceedings or order of injunction or attachmarkanier encumbrance on the sale Avenue 14.3" or any part thereof same think Enigma have created any mongage, third party rights, tot iditial dated 15th July, 2013, Intor tilla, also: confirmed that nelltier light July, 2013 addrossed to thic Co-owners. Evershing has bythelithing debt payable under the Mongage Deed, by HDFCL's lettoridition on Avenue 'K-3' of Avenue 'K' has been released from the मिंग्यूप्रिक्र development hank have been granted to the Developers to be builded. ("HDFCL"). The FSI of 2,93,301.45 equate leaf in respection with Haualng Davolopment Financial Corporation

वसई क्र.-२ 94862 er ० २ इ

Act, 1963 and to receive the sale and other proceeds from such Purchasers, on their own account and for their own benefit.

Mumbai, Dated this 3th day of February, 2014.

Miskila and Company



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Agolierument-offthalm Ŋ_Ŏ, <u>Ŗ</u>1-544/2006-1<u>Ķ</u> By Speed Post

CCO-Complex, Lodhl Read New Delhi 1 (0003 Patyavaran Bhawaran

Derect March 13,2007

his. Palghur Land Development Corporation, бати Жаңыр Қанқан Жадыжап

. (anica cadalist) 000-009-latimuts P.P. Dies Compound, Matwet Mugah, Road No.-1, logeshwati (B), Ground Ploch Dheers Apartment

Subjent Darltonnteithd Clearance for construction abpropered Residential and Committeeligh Complex "Dictedina Shopel City", Vesat, Thane, Maharasaira

Managanta

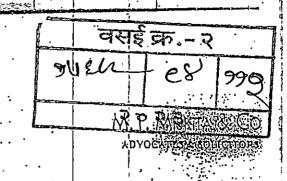
I am directed to refer to your application seeking prior environmental clearance for the above project under the Eds. Medification 1994 as amended on luly 7, 2004. The above project under the Eds. Stellifeation 1994 as amended on luly basis of the figure project under application viz. the Operationsaire, Eds., Ens.p., Public. Heating proceedings and the additional claimenter furnished in response to the observations of the Expert Apparatual continuities (EAC) constituted by the competent authority in its tenth meeting lield on 24-25 issuary, 2007 and provisions under Ela Horification 2006. ,112

2. The project proponent is proposing for development of Residential and Commercial complex, "Extendine Clobel City" Dongte, Vasal, Thano, Mahatasua. Site for proposed grolled is located on land bedring Stuvay No. 1, 2-8, 10-16, 67-69, 71, 92, 93, 172-748, 185, 196-211, 219-28, at villege Bongte, Taluka Vasal, Distration of total and people of invalvation of total and applied for invalvation of total and assistantial total and commercial. The total plot are as 9,22,40,00 etc m. The total built up area as independent by the following residential independent of total pull plot area is partially assistant and assistant for the following makes water generation from the complex will be 7,512-au, m. day, and tetal wastewater generation from the complex series of 1600, ou, m/day, 5 STPs having expeditive of 1600, ou, m/day series in the complex complex of Legacities of 1600, ou, m/day series in the complex complex areas of Legacities of 1600, ou, m/day series in the complex complex and complex of Legacities of 1600, ou, m/day series in the complex complex and complex of Legacities of 1600, ou, m/day series in the complex complex and complex of Legacities of 1600, ou, m/day series are the complex complex of Legacities of 1600, ou, m/day series are the complex of the co

of recyclish waste will be disposed offi-Will be installed at site, "he tetal solid waste genetaced will be 43,423 kg/day. The bloise and being being being being being the convergence and new season of the convergence and the convergence of the cepacities of 1600 ou, inclay each to west, westervetes genetated from the complex

od ille opena subspection and the application predicts that there is operation of the construction as well as operation.

ENCISH ISIO Bally . PA



THE HIRST SCHEDULE ABOVE REFERRED TO (DESERVITION OF THE LARGER LAND)

ALL THAT PIECE AND PARCEL of non-agricultural year lates bearing New Survey Nos. 5, 58, 50, 5F, and 5G as per lates Record of Rights admoss ulting in the aggregating 8,79,581 square meters studied Wife and being at William Dongar Pada) also known as William Registration Sub-District of Vasal, District - Thans.

THE SECOND SCHEDULE ABOVE REFERRED TO

Avmure 'K' is shown hatched, in orange on the Plan some of the Development Agreement and is a part of the Larger Land more partially described in the First Schedule herein.

THE THIRD SCHEDULE ABOVE REFERRED TO

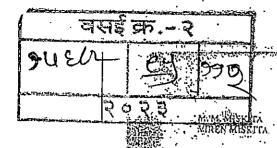
The designated portion of Avenue K-3" on which Buildings Ko all the constructed by the Developer through utilization of FSI of 2(90) 30% (0.50) and feet (built-up area) being a part of Avenue 'K' more particularly deactions the Second Schedule harein

Dated lhis 16th day of July, 2013.

M. T Miskita and Company

Parinor





M. T. MISKITA & CO.

ADVOCATES & SOLICITORS

Yusuf Bullding, 41, Veer natuman roa Mumbai 40, wil ird Telephore: (71, 12)

PACSIMILE: (9) [1]

Supplementary Certificate of Title

Re: Avenue 'K-3' of Avenue 'K' being part of Larger Land admeasuring 8,79,581 Square Melers at Village Dongare, also known as "Village Narangi" Taluka Vasai, District Thane

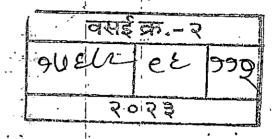
We refer to our Certificate of Title dated 16th July, 2013 relating to Avenue K-3 and, in particular, to paragraphnos, 9 and 12 thereof.

As stated in our said Certificate of Title; Messrs. Sri Dutt Constructions (the "Developers") are alone by virtue of the registered Development Agreement dated 25th April: 2013 axclusively entitled to construct Residential Building with 6 (six) wings on the demarcated portion of Avenue 'K-3' through utilisation of FSI of 2,93,301.45 square feet (built-up area).

We have been informed by our clients that they applied for amendment of the building plans sanctioned vide Commencement Certificate. No. VVCMC/TP/AM/VP-0.453/296/2011-12 dated 31st March, 2012. As per the new Revised Development Permission bearing No. VVCMC/TP/RDP/VP-0.453/0229/2012-13 dated 14th March, 2013 issued by the Vasal Virar City Municipal Corporation (VVCMG), the Developers have now become entitled to construct a Building No. 3 on Avenue K-3 with 5 (live) wings (instead of 6 wings) through utilization of the said FSI not exceeding 2,93,301.45 square feet (B.U.A.) as agreed to and recorded in the Development Agreement. We have also been informed by our clients Messrs. Evershine Developers, that the Special Lagree Petition filed in the Supreme Court of India and other proceedings referred to in the said paragraphs 9 & 12 of our Certificate of Title pave been withdrawn by Mausmi SA Investments LLC pursuant to the amicable settlement arrived at between all the parties thereto.

In our opinion, based on our investigation and the declarations/writings executed by PLDC and the Co-owners and the aforesaid letter dated 15th July, 2013, addressed by Messrs. Evershine Developers to us, the little of Evershine to Avenue. K-3 is clear and marketable subject to what is stated in sub-clause 8(b) of our Certificate of Title. The Developers are entitled to construct the sald Building No. 3 with 5 (five) wings on Avenue K-3 of Avenue K and to sell the flats, shops and other premises to prospective purchasers on an ownership basis under the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and transfer)





phase. The ambient noise level will however not be affected. There will be minor negative impact on water quality. There will be positive impact on land use pattern due to landscaping and greenbolt development. Plantation of these and development of recreational area, surrounding area.

4. The EAC after due consideration of the releasint documents submitted by the project proponent, responses to the public concerns expressed during the public hearing and additional clarifications furnished in response to its observations have recommended the grant of environmental clearance from the project inentioned above subject to compliance with the EMP and other subject to conditions. Accordingly, the Ministry hereby accords hecessary mytronmental clearance for the project authlet to the strict compliance with the specific and newtral conditions mentioned below:

PART A- SPECIFIC CONDITIONS

I. Construction Binss

All required sanitary and hygicule measures should be in place before starting construction activities and to be maintained throughout the construction

II. Soil and ground water samples will be tested to ascertain that there is no threat to groundwater quality by teaching of heavy metals and other toxic contaminants.

iii. A First Aid Room will be provided at the project site both during construction and operation of the project.

iv. Adequate dfinking water and senitary facilities should be provided for construction workers at the site. The safe disposal of wastewater and solid wastes generated during the construction phase should be constructed.

v. Disposal of muck including excavated material during construction phase should not create any adverse effects on the neighboring communities and be disposed off taking the necessary premulsions for general surely and health aspects of people.

vi. Diesel power generating sets used during construction phase should be of "enclosed type" to prevent noise and should conform to eldes made under Environment (Protection) Act 1986, prescribed for air and noise emission standards.

vii. Ambient tioise levels should conform to residential area standards both during day and night when measured at boundary wall of the premises. Incremental pollution loads on the ambient air and holse quality should be closely monitored during construction phase.

during construction phase.

viii Vehicles hired for bringing construction material at site should be in good condition and should have valid "pollution under check" (FUC) certificate and to

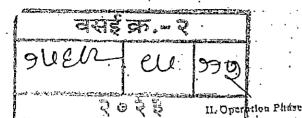
conform to applicable hir and noise emission standards.

It Construction shalls including bituining is material and other hazardous materials must not be allowed to contaminate watercourses and the dump sites for such material intist be secured so that they should not be early be secured as that they should not be early like the ground water.

x Any hazardous waste generated during construction phase should be disposed of as der applicable Rules & norms with necessary approvals of the Maharashtra State Poliution Control Board

xi. Regular supervision of the above and other measures for monitoring should be in place all through the construction phase so as to dvoid disturbance to the surroundings.





The environmental elegrance recommended to the project is subject to the specific

conditions as follows:

Necessary principation of competent authority shall be siken to store diesel in the

premises for operation of DU set.

II. Diesel power generating sets proposed as spring standards proposed for lifts and common area illuminable; should be of "diclosed hope" and comform to the made common area illuminable; should be of "diclosed hope" and comform to the same should be of the same should be of the and hope smission tinder Environment (Profestion) Act 1986, prefer the same and hope same areas and areas as per OPCB guidelines. Exhause should be discharged by same, raised to a premises for operation of DG set.

meters above the rooftop.

Ill. During nightiting the noise levels measuredet be restricted to the permissible levels to comply with the prevident regulations.

Iv. Noise barriers should be provided at appropriate legitions so as to ensure that

the noise levels do non exceed the prescribed staddards.

Weep holes in the compound wells shall desprove to castic natural draininge

of ranwater in the eatenment area.

M. The sewing treatment plants should be exhibited by an independent expect for efficiency as well as adequately and should submit a report in this regard to the Ministry before the deflect is commissioned for offention. The wastewater should be treated to tentary level and after treatment heating for foreign and gardening. Discharge of treated sewage, it siles shall conform to the norths. & standards prescribed by Maharashtra State Political Compol Board.

Oil & Greaze trap shall be provided to remove this greaze from the surface run off and suspenderd-matter shall be removed the a settling tank before its utilization

viii. The sorid waste generated should be properly collected & segregated. Wel garbage should be composted and dry/inert solid waste should be disposed of for land filling.

IX Any hazardous syste including blomedical exests should be disposed of as per applicable Rules its horms with necessary approvals of the Maketashtta State Pollution Control Boards

x The green belt design along the periphery of the plot shall achieve attenuation factor conforming to the day and night noise standard described for residential land use. The open spaces inside the plot should be shifted trandscaped and covered with

vegetation of indigenous variety.

vi incremental postution loads on the ambient air quality, noise and water quality should be periodically monitored after commissioning of the project.

Xii. The ground water levels and its quality should be ambiented acquiring the project.

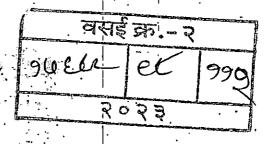
consultation with Central Ordand Water Authority. Kill. 1 A Report on the energy conservation measures, should be prepared incorporating details atlout building materials accepted by Factors etc and

incorporating octans adout our dang materials expectate to the Ministry in these months time.

The reluces of the U for the building empelope should need the requirements of the hot & humid climatic location. Details of the building envelope thould be

worked out and familished in three months time.

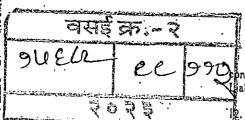




PART - B. GENERAL CONDITIONS

- i) The environmental safeguards contained in the EIA Report should be implemented in letter and spirit:
- li) Provision should be made for the supply of kerosene or cooking gus and pressure cnoker to the laborers during construction all first
- iii) All the laborers to be engaged for constitution works should be sereched for health and adequately treated before the Issue of wolk permits.
- iv) 6 monthly monitoring reports should be should to the Ministry and its Regional Office.
- 5. Officials from the Regional Office of MOTE Hisparl who would be maniforing the implementation of environmental safeguards around be given full cooperation, facilities and documents of data by the project properties during their inspection. A complete set of all the documents submitted to Mozer should be forwarded to the CCF, Regional office of MOZE, Bhopal:
- 6. In the case of any change(s) in the scope of the project, the project would require a fresh appraisal by this Ministry.
- 7. The Ministry teserves the right to add additional sufeguard measures subsequently, if found necessary, and to take action including tovoking of the environment electrines under the provisions of the Environment (Protection) Act, 1986, to ensure effective implementation of the stiggested sufeguard measures in a time bound and sufficiency manner.
- 8. All other statutory clearances such as the approvate for storage of diesel from Chief Controller of Explosives. Fire Department, Civil Aviation Department (if required), CRZ Regulations etc. shall be obtained by project proponents from the competent authorities.
- 9. A copy of the environmental elegratice letter would be marked to the local NGO(s). If anys from whom suggestion/representation were received at the time of public hearing.
- 10. The project proponent should advertise in at least two local Newspapers widely circulated in the region, one of which shall be in the vernacular language informing that the project figs been accorded environmental clearance and copies of clearance letters are available with the Maharashtra State Politition Control Board and may also be seen on the website of the Ministry of Environment and Forests at http://www.envformic.it. The advertisement should be made within 7 days from the day of issue of the clearance letter and a copy of the same should be forwarded to the Regional office of this Ministry at Bhopal.
- 11. These stipulations would be enforced among others under the provisions of the Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and





Pontial of Pollution) act 1981, the Environment (Protection) Act, 1986 and the Public Hability (Insurance) Act, 1991.

The project authority will enter in to MOU with all buyers of the property, which shops etc. to ensure operation and maintenance of the assets handed over to the society formed by the residents/owners of the buildings.

13. Under the provisions of Environment (Protection) Act 1986, legal action shall be initiated against the project proponent if it was found that construction of the project had started without obtaining environmental elementes.

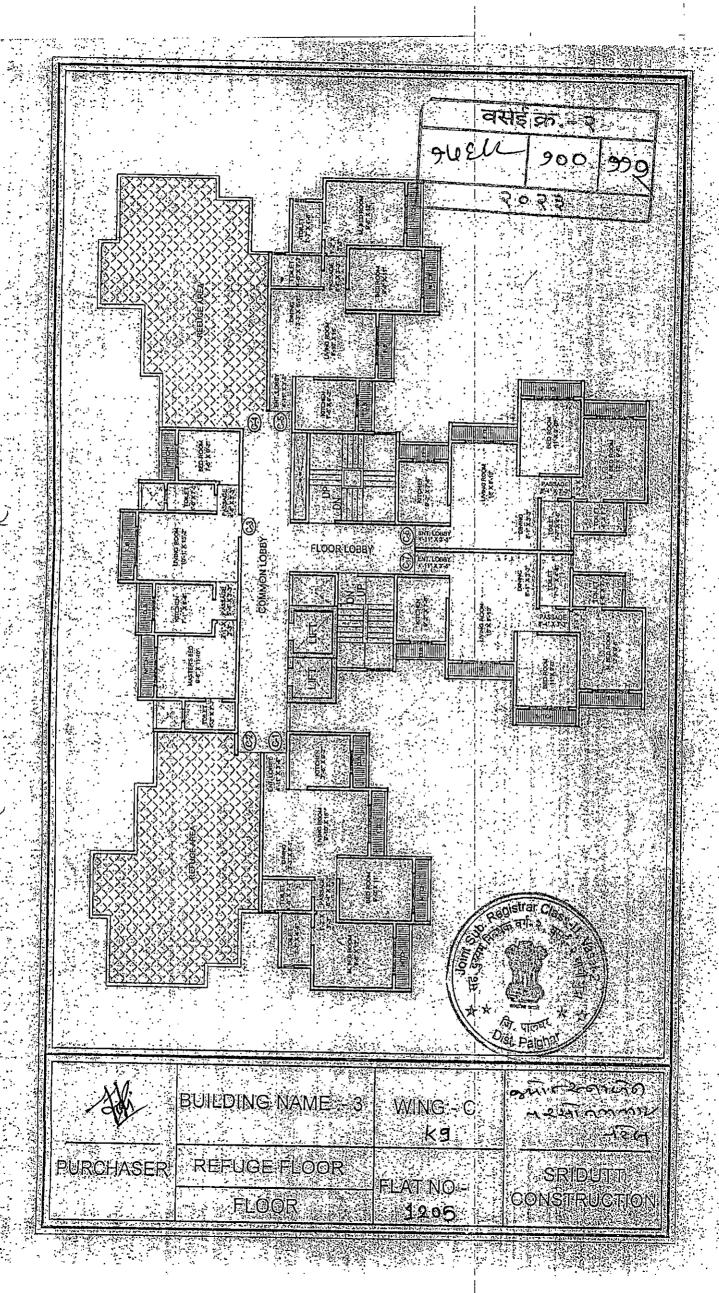
(K.E. RATHORE) Additional Diffector (IA) rathore27@yalboo.com Tele: 24360789

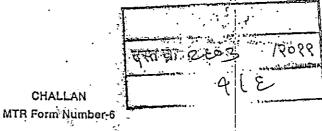
The Secretary, Department of Environment, Government of Maharashtra, New Administrative Building, 15th Floor, Ogp. Mantralaya, Mumbai,
 The Member Secretary, Maharashtra State Pollution Control Board, Kalptaru Point, 3rd Floor, Near Sion Circle Opp. Cine Planet Cinema, Sion(E), Mumbai.
 The CCP, Regional Office, Ministry of Environment & Forests, Bhopal.
 IA - Division, MOEP, New Delhi - 110001.

5. Guard file.

(K.C. RATHORE) Additional Disector (IA







GRN MH012532738201B19E BARCODE II III II II III III III III III III	Date 28/02/2019 14:27:03 Form ID 48(I)
Department Inspector General OF Registration	Payer Details
Stamp Duty Type of Payment Registration Fee	TAX ID (If Any)
70	PAN No.(If Applicable)
Office Name VSI2_VASA NO 2 JUNT SUB REGISTRAR	Full Name: RAMJIBHAI ANGHAN
ocation PALGHAR	7
ear 2018-2019 One Time	Flat/Block No.
'Account Head Details Amount In Rs	Premises/Building
030046401 Stamp Duty 500.0	0 Road/Street
030063301 Registration Fee 100.0	0 Area/Locality VIRAR W
	Town/Clty/District
	PIN 4 0 1 3 0 3
	Remarks (If Any)
	SecondPartyName=SRI-DUTT CONSTRUCTION
	वसई क़ २
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	Amount in Six Hundred Ruppers Only
GOO.O	Words
ayment Details BANK OF MAHARASHTRA	FOR USE IN RECEIVING BANK
Cheque-DD Details	Bank CIN Ref. No. 02300042019022853992 190593591564
heque/DD No.	Bank Date RBI Date 28/02/2019-14:28:34 Not Verified with RBI
ame of Bank	Bank-Branch, BANK OF MAHARASHTRA
lame of Branch	Scroll No. , Date Not Verified with Scroll
epartment ID:	Mobile No.: 909646926

Department ID:
NOTE:-This challan is valid for document to be registered in Sub Registrar office only. Not affe (१८५५) हाई हाई विश्व कार्यालयात नोदणी करावयाच्या दल्लासाठी लागु आहे. महिन्य ने करावयाच्या दल्लासाठी लागु आहे.

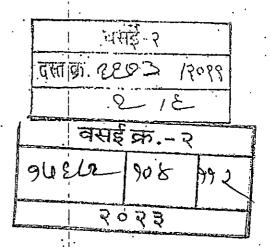
9096468201

Challan Defaced Details

Sr. No.	Remarks	Defacement No. Defacement Nate + Userid	Delacement Amount
1	(iS)-80-2603	0006983076201819 01/03/2019-10-3-59 DISTRICT	distrat O
2	(iS)-80-2603	0006983076201819 01/03/2019-10:53:59 16/11/34	130. Cata dal- 1, \$200.00
		Total Defacement Amount	- STO - STO - STO - STO

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POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, WE M/s. SRIDUTT CONSTRUCTIONS, a partnership firm represented by its partners 1) Mr. Purshottambhai S. Patel, Age 63 years, 2) Mrs. Jyotsana P.Patel, Age 58 years, having office at B/103, Garden Avenue-K, opp Yazoo Park, Global City, Virar (W), Taluka Vasal, District Palghar, do hereby SEND GREETING:-

WHEREAS :-

- a) We are constructing the Building known as "Garden Avenue -K", in the Avenue 'K-3' & Avenue 'K-4' on N.A land bearing New Survey No.5, 5B, 5D, 5F, AND 5G, lying being and situated at village DONGARE (DongarPada) also known as Narangi, Taluka Vasai, District Palghar, within the area of Sub-Registrar Vasai no.!! (Virar), and selling the Flat/s, Shop/s, Unit/s in the said Buildings being constructed by us.
- b) On account of our pre-occupation, it is not possible for us to register the said Agreement/s in favour of the various purchaser/s of Flat/s, Shop/s, Unit/s.

NOW, THEREFORE, THESE PRESENTS WITNESSES AND WE, M/s. SRI DUTT CONSTRUCTIONS, a partnership firm, represented by its partners 1) Mr. Purshottambhai S. Patel, 2) Mrs. Jyotsana P. Patel, do hereby appoint Mr. RamiiBhai M Anghan, Age 57 years, having address C/102, Prithvi Premium Park Co-op Hsg Society, Agashi Road, Behind Upper Deck Hall Bolinji, Virar (West), Taluka Vasai, District Palghar, to be our agents and true and lawful attorney for us in our names and on our behalf to do and execute or cause to be done and executed following acts, deeds, matters and things, that is to say:-

1) TO PRESENT Agreement for sale, Correction, Cancellation, Lease, Assignment, Supplementary Agreement of flats, shop/s, unit/s, amenities agreement in the said building/s executed by me/us for registration, admit execution or other the present of cause to be registered and perfected any agreement, correction, cancellation, lease assignments or surrender and assurances which may be executed and signed by the last.

2) TO APPLY for certified copies, receive the certified copy and also receive back the registers documents in respect thereof and for the same sign all forms, applications etc. * *

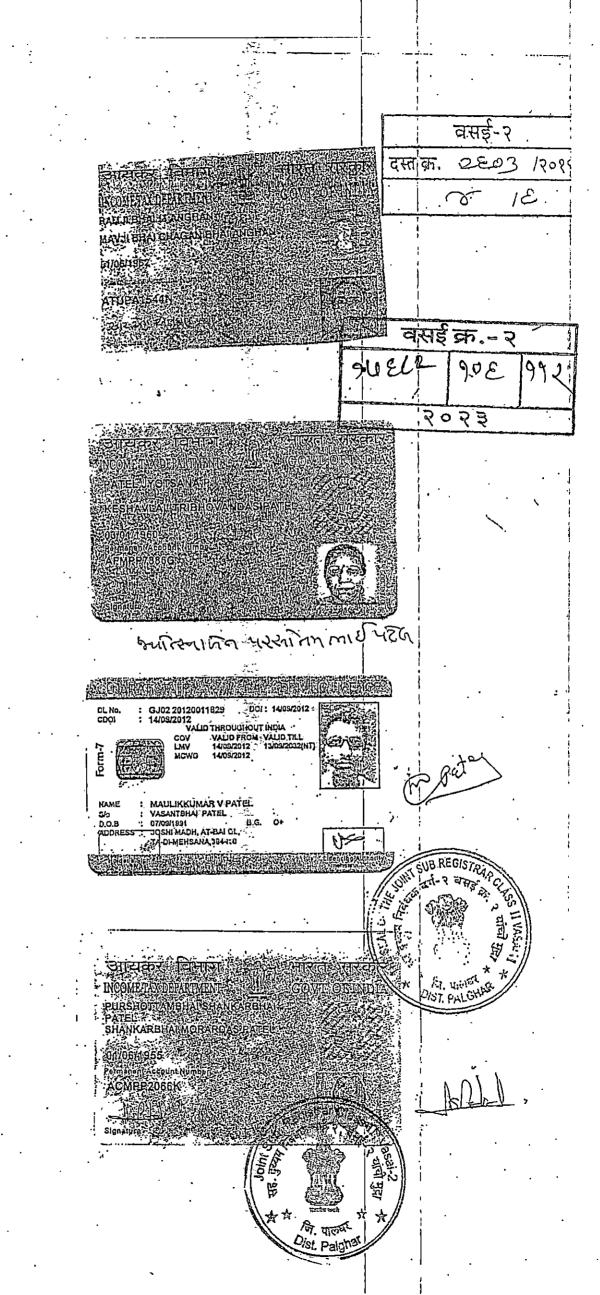
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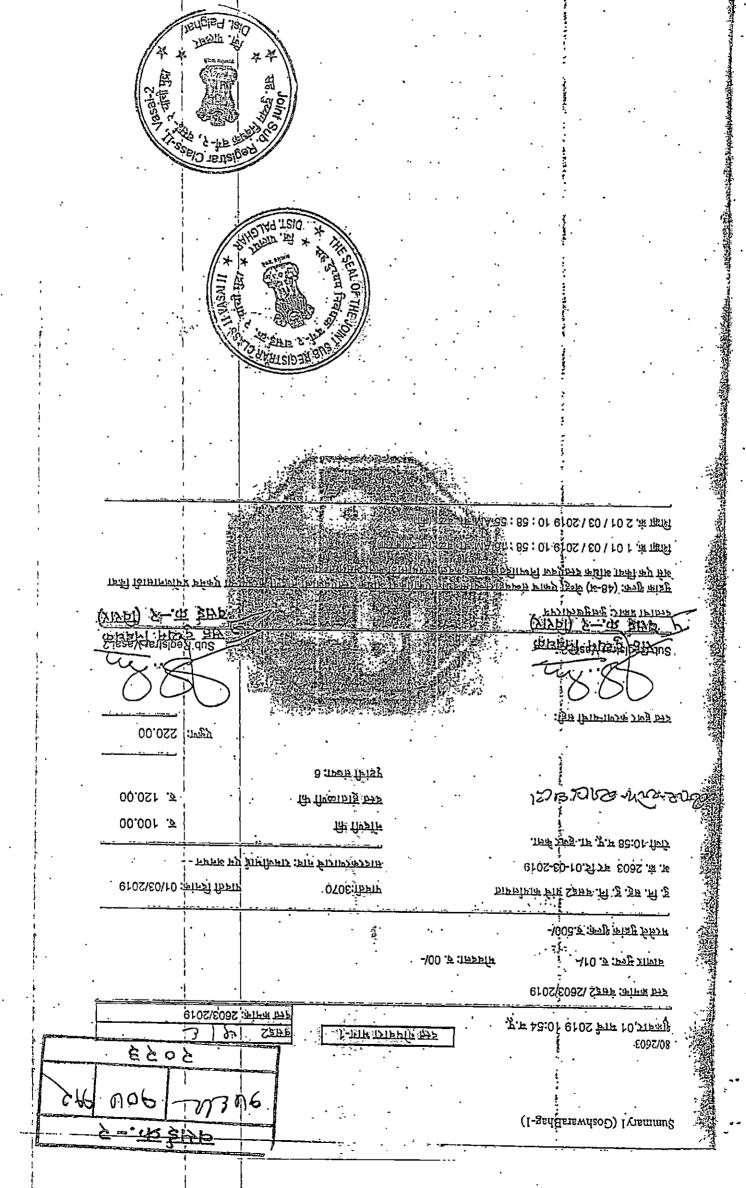
क्यान्स्ना जन परशोतम, m18 486

Registrar Class 11 pscal-2

Dur Din RIEIAC

3) THIS Power of Attorney is given for registration of the document executed by us an sign or executed by us and not to sign or executed any document. टस्त दह. 4) THIS Power of attorney is revocable and can be revoke at any time giving notice to the / IN WITNESSES WHEREOF WE HAVE HEREUNTO SET AND SUBSCRIBED OUR RESPECTIVE HANDS AND SIGNATURE, THIS DAY OF March 2019. SIGNED AND DELIVERED by the Withinnamed "THE EXECUTANTS" M/s. SRI DUTT CONSTRUCTIONS A Partnership Firm, represented By its Partners . 1) Mr. Purshottambhai S. Patel, 2) Mrs. Jyotsana P. Patel, In the presence of **EXECUTANTS** Accepted by me, (Mr, Ramjibhai M Anghan,) वसई क्र. २०२३





Summary-2(दस्त गोषवारा भाग - २) 911 ዓወ ረ **₹ ₽** ♥ **₽** वसइ2 दस्त क्रमांक:2603/2019 01/03/2019 10 57:27 AM दस्त क्रमांक :वसइ2/2603/2019 दस्ताचा प्रकार :-कुलमुखत्यारपत्र पक्षकाराचे नात व पत्ता पिसकीराचा प्रकार अंगठ्याचा ठसा नावःमे. श्री दत्त कंस्ट्रमशन तर्के भागीदार पुरयोत्तम एसं पटेल कुलमुख्त्यार देणार बॅय :-63 पत्ताःप्लॉट नं: वी/103, माळा नं: -, इमारतीचे नावः गुर्डेन् े स्वाक्षरी:-एवेन्यु के , ब्लॉक नं: -, रोड नं: ऑप. थाजू पार्क, ग्लीबल सिटी, विरार पु, महाराष्ट्र, ठाणे: पॅन नंबर:ACEFS7075B नाव:मे. थी दत्त कंस्ट्रक्शन तर्फे भागीदार ज्योत्सना पुरश्तेतम कुलमुखत्यार देणार वय:-58 पत्ता:प्लॉट नं: वी/103, माळा नं: -, इमारतीचे नाँव:रगुर्डन ्स्वासरी:-एवेन्यु के , ब्लॉक नं: -, रोड नं: ऑप्र, याजू पार्क, ख़ीवल सिटी, विरार प, महाराष्ट्र, ठाणे. જ ખેતિના ખેત L'ELLIONOUIS पॅन नंबर:ACEFS7075B नाव:रामजीभाई एम अन्धन - -्पॉवर ऑफ़ अंटॉनी पत्ता:प्लॉट नं: सी/102, माळा नं: -, इमारतीचे नाव: पृथ्वी होल्डर प्रीमियम पार्क सोसायटी , ब्लॉक नं: -, रोड नं: आगाशी रोड, इवय ::57 बोळींज, विरार प, महाराष्ट्र, ठाणे. पॅन नंबर:ATUPA1544N क्षाव गेम का श्रुष्ट्र वरील दस्तऐवज कवन देणार तथाकथीत कुतमुखत्यारपत्र शिक्षा म.3 ची वेळ:01 / 03 / 2019 11:00:35 AM चा दस्त ऐवज करन दिल्याचे कवुल करतात. 全国ASSESSION TO THE 25730 खालील इसम असे निवेदीत करतात की ते दस्तऐवज करन देणा आती अस्तिशः ओळखतात कर्यांनी ओळख पटिवतात अनु क्र. पक्षकाराचे नाव व पत्ता अंगठ्याचा ठसा नाव:राहुल साव - -वय:29 पत्ता:गोकुळ प्लाझा विरार पु पिन कोड:40.1305 नाव:मौलिक कुमार पटेल -वय:30 पत्ता:-पिन कोड:401303 SUB REGISTRAN CI शिक्का क्र.4 ची वेळ:01 / 03 / 2019 11 : 02 : 11 AM Registrar Class ी वेळ:01 / 03 / 2019 11 : 02 : 25 AM EPayment Details. जि पालध Dist. Palgheeiaeement Number Epayment Númber MH012532738201819E 6006983076201819 2802201908131 2802201908131D 2603 /2019 Know Your Rights as Registrants 1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning के, या इस्तास एक्ट्रा है. अने इस्तास एक्ट्रा है. षृष्ठें क्रमांक्राक्र नोरंखा For feedback, please write to us at ANN CONTRACTOR 1 4260 3 उत्तह दुष्ण निवंधठ निर्मा क.-२ (रिरास) 13 Rese

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व इत्तर यांनी ķ MEN INPOINT

उस्त जोंदणीसाठी सादर केला आहे / बिसोजित कुरुव कबुतीजबाब दिला आंहे . सदर उठाई मि डीग्री हिलेल्या कुळमुखल्यार पंगाच्या आधारे भी सदर

क्रक्स्यत्यार पत्र छिट्ट क्राह बांबी कुक्सुयत्याई एत अजुन रह केरित नाही किया

कुळमुखत्यार रिद्धन देणार व्यक्तियेकी कोणीकी संयक्त झालेले नाही किया अन्य कोणताही

कारणासूक कुळसुखत्याय पत्र यहबातत ठर्मते वाही.

सक्षर :त्रोण्यु कि स्राप्ण्यक किय क्षेत्र का अध्य अध्यक्ष किया करणास भी पुणील स्थ

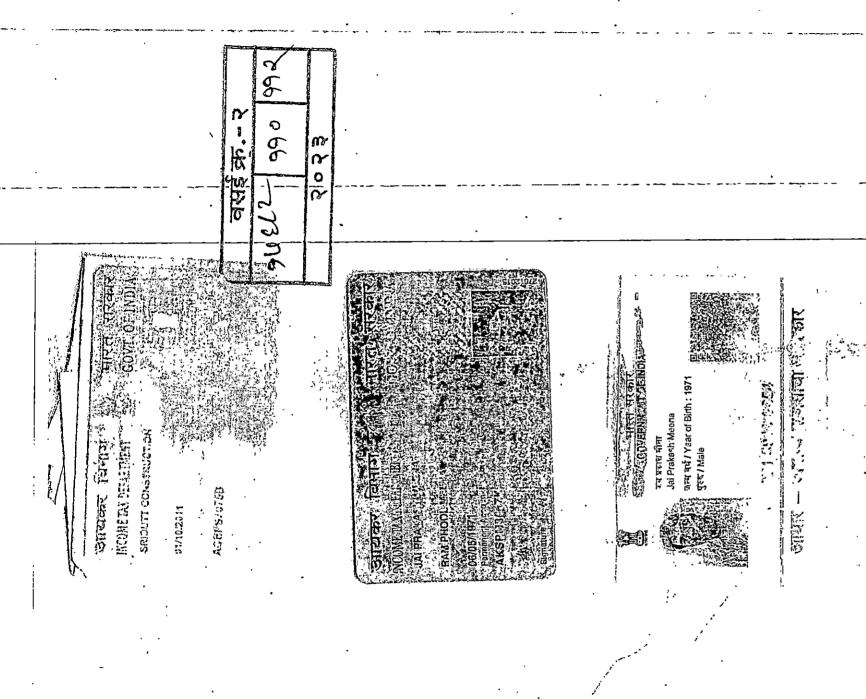
आहे. सदरये कथल चुकीये आढळून आस्थास नोटानियम १९०८ में कलम 82 अन्वये

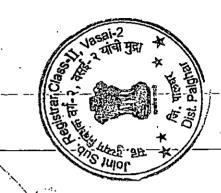
भी भिक्षेस पात्र राहीन याची सवा जाणीव आहे.

कुळसुरवत्यार धारकाची स्वाक्षरी



हैव्यांक :- दि । १०/२०२३





80/17682		
बुधवार,04 ऑक्टोबर 2023	1:11	म.नं.

दस्त गोषवारा भाग-1

दस्त क्रमांक: 17682/2023

दस्त क्रमांक: वसइ2 /17682/2023

बाजार मुल्य: रु. 51,54,993/-

मोबदला: रु. 49,99,000/-

भरलेले मुद्रांक शुल्क: रु.3,60,850/-

दु. नि. सह. दु. नि. वसइ2 यांचे कार्यालयात

पावती:19695

पावती दिनांक: 04/10/2023

अ. फ्रं. 17682 वर दि.04-10-2023

रोजी 1:09 म.नं. वा. हजर केला.

सादरकरणाराचे नाव: जय प्रकाश मीना -'-

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रोजी ने बसूल केल

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

शिक्का कं. 1 04 / 10 / 2023 01 : 09 : 41 PM ची वेळ: (सादरीकरण)

शिक्का कं. 2 04 / 10 / 2023 01 : 10 : 56 PM ची बेळ: (फी)



04/10/2023 1 13:57 PM . ८-गिम छाह्मप्रीम क्रके

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हिनामाञ इसा प्रमाभित



오읍-: 퍄뇬 ज्ञाणक महुही アルド アンドキタア

-तिक्षान्र

जिह्न देशार

<u>-: ৮৮</u>

नी है। अहीं सर्वे स्था में सदर मेरी स्कृत, शांती मार्क, नावासीमारा प स्वाखरी:-नं होरे ,- , मंक्रांस ,- काम निक्ताम ,- क्रांक नं :- , स्वांक नं :- , स्वांक नं :-

नाव:जय प्रकाश मीज़े --किंग हे सिंह होराक्ष्रेंप.

, णिठ ,ष्ट्राग्रहेम_,

मं इर्फ ,- : माळा नं: -, हमान्त्रीने नान: -, ब्लॉक नं: -, माळा नं: -, प्राप्त नम्भ से सम्बन्धि साई अनधन नावःमे. श्री दत्त कंस्ट्रनशत तर्फे भागीबार ज्योत्सता पुरपोत्तम परेल तर्फे

母さてOYSPI テが की/103, के एकेन्यू, म्लोक्स सिटी, विरार प, महाराष्ट्र, ठाणे.

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दस्तामध्ये एकुगा. 17682 /2023 (SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Chayaghing करणेत येते की. या

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नसहिका, २ (विरार). , १-गिक ,काउंक्ती सैक्स

८.क क्रिप्ट्र

८ द्वेमह .नि.ह इम : कथहेनी मध्यह

: किंद्रोंन दस्त क्रमांक : 17682/2023

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र्जार्गेट : जार कालार

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-में. श्री दस कंस्ट्रक्शन तके आगीदार ज्योत्साना पुरवोत्तम परेल तके कु.मु. रामजी भाई अनचन वय:-; पत्ता:-प्लोट्ट प्र ने: -, हमारतीचे नाव: -, ब्लोक नं: -, रोड नं: वी/103, के एवेन्यु, ग्लोबल थिटी, विरार प, महाराष्ट्र, ठाणे. कि 1305 में ने:-ACEFS7075B	स, माळा हकुमनामा किंवा आदेश असल्यास,प्रतिवादिमे नाव कोड:-4013 व पता.
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मुद्रांक शुल्क आकारवाना निवडलेवा अनुच्छेद :-: (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

sr.	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	lised At	Deface Number	Defens Det
1	JAI PRAKASH MEENA	eChallan	02300042023100409735	MH008956405202324E	10920.00	SD	0004676433202324	Deface Date 04/10/2023
2	JAI PRAKASH MEENA	eChallan	02300042023100308351	MH008923368202324E	349930.00	SD	0004676426202324	04/10/2023
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4		DHC		1023034415863	2000	RF	1023034415863D	04/10/2023
5	JAI PRAKASH MEENA	eChallan		MH008923368202324E	30000	RF	0004676426202324	04/10/2023

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

क्षह. दुय्यम निबंधक वर्ग- इ बसई क्र. २ (विराह्)