RACIC Auther, Client Trvidi 1-8ir 703 3/11/2023 84/1764 पावती Original/Duplicate नोंदणी के. :39म Friday, March 24, 2023 11:54 AM Regn.:39M पावती क्रं.: 2299 दिनांक: 24/03/2023 गावाचे नाव: माहिम (प्रभाव क्षेत्र) दस्तऐवजाचा अनुक्रमांक: पलर-1764-2023 दस्तऐवजाचा प्रकार : विक्री करारनामा सादर करणाऱ्याचे नाव: श्रीमती. वंदना प्रकाश साळ - -नोंदणी फी रु. 30000.00 दस्त हाताळणी फी रु. 1600.00 पृष्ठांची संख्या: 80 एकूण: **হ. 31600.00** आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे \* 12:09 PM ह्या वेळेस मिळेल. बाजार मुल्य: रु.2616500 /-. मोबदला रु.3500000/-PLR-5884/202-2 भरलेले मुद्रांक शुल्क : रु. 210000/-1) देयकाचा प्रकार: DHC रक्कम: रु.1600/-डीडी/धनादेश/पे ऑर्डर क्रमांक: 2403202303102 दिनांक: 24/03/2023 बँकेचे नाव व पत्ता: 2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-डीडी/धनादेश/पे ऑर्डर क्रमांक: MH017125819202223E दिनांक: 24/03/2023 बँकेचे नाव व पत्ता: Jan the crain. मूळ दस्त परत मिळाला 1 m 2012 8202 PLR-1079/18/04/2023 TEFL Howe

सुची क्र.2

दुध्यम निबंधक : दु.नि.पालघर

वस्त क्रमांक: 1764/2023

नोतंत्री Regn:63m

#### गावाचे नाव: माहिम (प्रभाव क्षेत्र)

(1)विलेखाचा प्रकार

विकी करारनामा

(2)मोबदना

3500000

(3) बाजारभाव(भाडेपटटयाच्या बाबतिनपटटाकार आकारणी देतो की पटटेदार ने नमद करावे)

2616500

(4) भू-मापन,पोटहिस्सा व धाक्याक (अयल्याम)

1) पालिकेचे नाव:पालघर इतर वर्णन :, इतर माहिती: मौजे माहीम तालुका-जिल्हा पालघर येथील सर्वे नं. 826,प्लॉट नं.62 या बरील फिया इनिग्मा या इमारतीमधील सदनिका नं. 703,सातब्या मजल्याचे क्षेत्र 504.18 चौ. फुट म्हणजेच 46.84 चौ. मी. टेरेस चे क्षेत्र 37.13 चौ.फुट म्हणजेच 3.45 चौ.मी रेरा कारपेट असून हा या विकीकराराचा विषय आहे.( ( Survey Number : 826 ; Plot Number : 62 ; ) )

(5) क्षेत्रफळ

1) 50.29 चौ.मीटर

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.

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

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

1): नाव:-फिया कन्स्ट्रक्शन कंपनी तर्फे प्रोप.श्री निमिष लक्ष्मीचंद पासड तर्फे कु.मु. धारक श्री आदित्य चव्हाण वय:-; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: ऑफिस पत्ता - ४०५, चौथा मजला, के.पी ओरस, मरोल मरोशी रोड, अंधेरी ईस्ट ४०००५९, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400059 पॅन नं:-AGAPP6328E

1): नाव:-श्रीमती. वंदना प्रकाश साळ - - वय:-45; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: रा. खोली कमांक 8 बाशाबाई चाळ नं.32, मोगरा पाडा पश्चिम, अंधेरी पूर्व मुंबई महाराष्ट्र 400069, ब्लॉक नं: -, रोड नं: -. महाराष्ट्र, MUMBAI. पिन कोड:-400069 पॅन नं:-CEGPS4128R

2): नाव:-श्री. प्रकाश पांडुरंग साळे - - वय:-45; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: रा. खोली क्रमांक 8 बाशाबाई चाळ नं.32, मोगरा पाडा पश्चिम, अंधेरी पूर्व मुंबई महाराष्ट्र 400069, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, MUMBAI. पिन कोड:-400069 पॅन नं:-BDFPS8297C

(9) दस्तऐवज करुन दिल्याचा दिनांक

24/03/2023

(10) इस्त नोंदणी केल्याचा दिनांक

24/03/2023

(11)अनुक्रमांक,खंड व पृष्ठ

1764/2023

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

210000

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

30000

(14)शेरा

मृल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (ii) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.

		भूत्यांकन	पत्रक ( प्रभाव क्षेत्र - बांधीव	)				
Valuation ID	202 101					unt	2029,1	733 ST AN पल
मूल्यांक-नाचे वर्ष	2022						ī	२०२
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गतुक्याचे नांव	पालघर			cen	<b>X</b> 1. /			
गंवाचे नाव	माहिम (163), व	डराई (161), हरणावर्ल	ft			9	- 1	6
ाम्ख भूत्य विभाग	27			- 1			<u> </u>	
उप मृत्य 'डेभाग	27 1			<u> </u>				
भेत्राचे नाव	Influence Area		सर्व्हे नंबर /न	भू क्रमाक	826			
वार्षिक मूल्य दर त	क्त्यानुसार मूल्यदर रु.							
मृत्यदर			मोजमापनाचे एक	<del>हक</del>				
47100			चौ मीटर					
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		= Rs 47	100/-					
				25-20 V 24				
	मजला निहाय घट/वाढ		= 1.05 of 47100 = Rs.49	455/-				
ules Applicable	3 ,19 , 18		2000		3			
	DEMINING SERVICE		= वरील प्रमाणे मूल्य दर •		<b>7</b>			
	3 ,19 , 18		= वरील प्रमाणे मूल्य दर • = 49455 • 51.524		7			
	3 ,19 , 18		= वरील प्रमाणे मूल्य दर • = 49455 • 51.524 = Rs.2548119.42/-		त्र			Rule 14
)	3 ,19 , 18 मुख्य मिळकतीचे मूल्य	नीचे क्षेत्र	= वरील प्रमाणे मूल्य दर • = 49455 • 51.524 = Rs.2548119.42/- 3.45चौ. मीटर	मिळकतीचे क्षे	র			Rule 14
)	3 ,19 , 18 मुख्य मिळकतीचे मूल्य लगतची गच्ची/खली बाल्क	न्नीचे क्षेत्र नीचे मृल्य	= वरील प्रमाणे मूल्य दर • = 49455 • 51.524 = Rs.2548119.42/- 3.45चौ. मीटर = 3.45 • (49455 • 40/10	मिळकतीचे क्षे	র			Rule 14
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)	3,19,18 मुख्य मिळकतीचे मूल्य लगतची गच्ची/खुली बाल्क लगतची गच्ची/खुली बाल्क = मुख्य मिळव वर्रात गच्चीचे बाह्य	ज्नीचे मूल्य ज्तीचे मूल्य + खुल्या जमिनी मूल्य + इमारती भोवतीच्या	= वरील प्रमाणे मूल्य दर • = 49455 • 51.524 = Rs.2548119.42/- 3.45ची. मीटर = 3.45 • ( 49455 • 40/10 = Rs.68247.9/- विरील वाहन तळाचे मूल्य + बंदिस्त व खुल्या जागेचे मूल्य + तळघराचे मूल्य	मिळकतीचे क्षे		चि मूल्य/खुली बाल्क देस्त बाल्कनी - स्वय		Rule 14
)	3,19,18  मुख्य मिळकतीचे मूल्य  लगतची गच्ची/खुली बाल्क लगतची गच्ची/खुली बाल्क नगतची गच्ची/खुली बाल्क मूल्य  = मुख्य मिळक वहानतळ	ज्नीचे मूल्य ज्तीचे मूल्य + खुल्या जमिनी मूल्य + इमारती भोवतीच्या C + D + E + F + G +	= वरील प्रमाणे मूल्य दर • = 49455 • 51.524 = Rs.2548119.42/- 3.45चौ. मीटर = 3.45 • ( 49455 • 40/10 = Rs.68247.9/- विरील वाहन तळाचे मूल्य + बंदिस्त व स्नुल्या जागचे मूल्य + तळघराचे मूल्य	मिळकतीचे क्षे		चि मूल्य/खुती बाल्क देस्त बाल्कनी - स्वय		Rule 14
)	3,19,18  मुख्य मिळकतीचे मूल्य  लगतची गच्ची/खुली बाल्क लगतची गच्ची/खुली बाल्क नगतची गच्ची/खुली बाल्क मूल्य  = मुख्य मिळक वहानतळ	ज्नीचे मूल्य ज्तीचे मूल्य + खुल्या जमिनी मूल्य + इमारती भोवतीच्या C + D + E + F + G +	= वरील प्रमाणे मूल्य दर • = 49455 • 51.524 = Rs.2548119.42/- 3.45ची. मीटर = 3.45 • ( 49455 • 40/10 = Rs.68247.9/- विरील वाहन तळाचे मूल्य + बंदिस्त व खुल्या जागेचे मूल्य + तळघराचे मूल्य	मिळकतीचे क्षे		चि मूल्य/खुती बाल्क देस्त बाल्कनी - स्वय		Rule 14
) ))	3 ,19 , 18  मुख्य मिळकतीचे मूल्य  लगतची गच्ची/खुली बाल्क लगतची गच्ची/खुली बाल्क मूल्य  = मुख्य मिळक वर्गत गच्चीचे वाहनतळ  = A + B +  = 2548119	ज्नीचे मूल्प ज्तीचे मूल्य + खुल्या जमिनी मूल्य + इमारती भोवतीच्या C + D + E + F + G + 42 + 0 + 0 + 68247.	= वरील प्रमाणे मूल्य दर • = 49455 • 51.524 = Rs.2548119.42/- 3.45चौ. मीटर = 3.45 • ( 49455 • 40/10 = Rs.68247.9/- विरील वाहन तळाचे मूल्य + बंदिस्त व खुल्या जागेचे मूल्य + तळघराचे मूल्य + H + I + J 9 + 0 + 0 + 0 + 0 + 0 + 0	मिळकतीचे क्षे		चि मूल्य/खुती बाल्क देस्त बाल्कनी - स्वय		Rule 14

Home Print



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3.2023

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#### CHALLAN MTR Form Number-6



GRN MH017125819202223E	BARCODE	U 1   100	II BI BIBI II II II II I	III Dat	te 21	1/03/2023-13:1	0:36 Fo	rm ID	2	5.2		
Department Inspector General	Of Registration					Payer Detai	ls				5	
Stamp Duty			TAX ID / TA	N (If Any)								
Type of Payment Registration F	96		PAN No.(If A	pplicable)	CEG	SPS4128R						
Office Name PLG_PALGHAR S	UB REGISTRA	R	Full Name		MRS	S VANDANA P	RÅKASH	H SAL	LE			
Location PALGHAR					1		0	ल	<u>र</u>			
Year 2022-2023 One T	ime		Flat/Block I	No.	-		9 V			ī	50	2
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0030063301 Registration Fee		30000.00	Area/Locali	ty	-							
			Town/City/I	District								
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			Remarks (I	Any)								
			PAN2=AGA	PP6328E-	-Seco	ndPartyName:	=FIA		CONS	STRU	CTIC	NC
			COMPANY	THROUG	H PRO	OP NIMISH PA	SAD~					
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240000.00			Amount In	Two La	kh For	rty Thousand F	Rupees (	Only				
PEFACED		2,40,000.00	Words									
Payment Details IDE	I BANK			F	OR U	ISE IN RECEI	VING BA	NK				
Chequ	e-DD Details		Bank CIN	Ref. No.	69	10333202303	2116526	279	987882	68		
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varne of Bank			Bank-Branc	h	ID	BI BANK		•				
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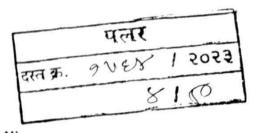
Department ID : Mobile No. : 0000000000 NOTE:-This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोदंगी करावयाच्या दस्तासाठी लागु आहे . नोदंगी न करावयाच्या दस्तासाठी सदर चलन लागु नाही .

#### Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1	(iS)-84-1764	0008548989202223	A(03/2023-11:54:47	NGR1	30000.00
2	(S)-84-1764	0008548989202223		नंबर्ध भी	210000.00
			Total Defacement Amount	1 1 1	2,40,000.00

Page 1/1

Print Date 24-03-2023 12:09:37





#### CHALLAN MTR Form Number-6



GRN MH017125819202223	BE BARCODE IIIIII			III Dat	e 21/03/2023-13:10	0:36	Form	ID	25.	2	
	ral Of Registration				Payer Detail	s	-				
Stamp Duty			TAX ID / TA	N (If Any)							
Type of Payment Registration	Fee		PAN No.(If A	pplicable)	CEGPS4128R						
Office Name PLG_PALGHAR	R SUB REGISTRAR		Full Name		MRS VANDANA PI	RAKA:	SH S	ALE			
Location PALGHAR											
Year 2022-2023 One	Time		Flat/Block N	lo.	-						
Account Head	Details	Amount In Rs.	Premises/B	uilding						17	
0030046401 Stamp Duty		210000.00	Road/Street	1	•					Ni .	
0030063301 Registration Fee 30000.00			Area/Locali	ty	-						
			Town/City/D	District							
			PIN			0	0	0	0	0	0
			Remarks (If	Any)							
			PAN2=AGAI	PP6328E~	SecondPartyName=	FIA		С	ONST	RUC	TION
			COMPANY	THROUGH	PROP NIMISH PA	SAD~	8				
·											
			Amount In	Two Lak	th Forty Thousand F	Rupee	s Onl	у			
fotal		2,40,000.00	Words								
rayment Details	DBI BANK			F	OR USE IN RECEIV	VING I	BAN	ĸ			
Chec	ue-DD Details		Bank CIN	Ref. No.	6910333202303	21165	26 2	7987	78826	8	
requeIDD No.			Bank Date	RBI Date	21/03/2023-13:1	1:44	1	Not V	erified	d with	RBI
ame of Bank			Bank-Branc	h	IDBI BANK						
ame of Branch	1000		Scroll No. , I	Date	Not Verified with	h Scro	oll				

Decament ID : Mobile No. : 00000000000 Mobile No. : 1 Not valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. व्याद चलन केवळ दुरयम निवंधक कार्यालयाव नोदंगी करावयाच्या दस्तासाठी लागु आहे . नोदंगी न करावयाच्या दस्तासाठी सदर चलन लागु



पलर दस्त क. १४६४ / २०२३ ५ / ८०

### AGREEMENT FOR SALE

As per (See rule 10(1)) of R.E.R.A., 2017)

THIS AGREEMENT FOR SALE IS MADE AND ENTERED INTO ON THIS 24th DAY OF MARCH 2023, AT PALGHAR.

#### BETWEEN

TIA CONSTRUCTION COMPANY (G.S.T. No. 27AGAPP6328E1ZH) having E-mail id accounts a fiagroup in through its PROP. MR. NIMISH LAXMICHAND PASAD, PAN No. AGAPP6328E, AADHAR No. 747735058421, Age 41 Years, Occ. Business, Office at 405 4<sup>TH</sup> Floor, K. P. Aurum Marol Maroshi Road Andheri East 400059; hereinafter referred to as "THE PROMOTER/OWNER/VENDOR" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its prop., his legal heirs, representatives, executors, successors and assigns) of FIRST PART.

#### AND

1. MRS. VANDANA PRAKASH SALE W/O MR. PRAKASH PANDURANG SALE Age: 45 YEARS, PAN NO: CEGPS4128R Aadhar No. 4278 3371 3179, 2. MR. PRAKASH PANDURANG SALE, S/O MR. PANDURANG KERAPPA SALE Age: 45 YEARS, PAN NO: BDFPS8297C, Aadhar No.6979 8581 1493, Both Residing at W/O Prakash Sale Room No. 8 Basha Bai Chawl No.32, Mogra Pada West, Andheri East S.O. Mumbai hereinafter referred 400069; Maharashtra ALLOTTEE/PURCHASER/S" (which expression shaft be repugnant to the context or meaning thereof, mean and include in the case of an individual or individuals his her or their respective heirs, executors, administrators and permitted assignment / in case of a body corporate, its successors and perimited assigns / in the case of a partnership firm, the partners for the time being and from time to time constituting the firm, and the survivors or survivor of them, and the heirs, executors and administrators of the last survivor of them and their, his or her permitted assigns / in the case of a trust, the trustees for the time being and from time to time of the trust, and the survivors or survivor of them, and the heirs, executors and administrators of the last survivor of them and their, his or her permitted assigns) of

#### THE SECOND PART

#### WHEREAS

The promoter is seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel N.A. Plot of land bearing Plot No. 62, Area 819.00 Sq.Mtrs., Asst. Rs.114.70 ps. situate in Survey No. 826 at Village Mahim, Tal. Palghar, Dist. Thane described as under:-

VILLAGE	SURVEY NO.	Plot No.	Area Sq. Mtrs.	Assmt. Rs.=Ps.
Mahim	826	62	819.00	114.70

The above said plot No. 62 is hereinafter for the sake of brevity referred to as "THE SAID PLOT" which is the subject matter of this Deed of Conveyance. The said plot is demarcated by Red colour Boundary line in the Map issued by the office of TILR Palghar. The said Map shall be treated as part and parcel of this agreement.

## THE ABOVE SAID PLOT NO. 62 IS BOUNDED AS FOLLOWS:-

THE ABOVE DIES			
ON OR TOWARDS EAST	1:	Plot No 61	
ON OR TOWARDS WEST	:	Plot No. 63	
ON OR TOWARDS NORTH	1:	Road	
ON OR TOWARDS SOUTH	:	Plot No. 67	

The said Plot originally belonged to M/s. Gurukrupa Estates, who sold the said plot to Shri Ramkrishna Sripad Desai vide Sale Deed dated 24/02/1983 Accordingly the said plot was mutated in the name of the said Shri Ramkrishna S. Desai (Purchaser) vide

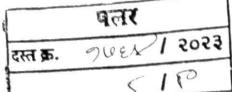
Signature of Party

Signature of Promoter

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Mutation Entry No. 17168 dated 20/02/1984 and approved by the Circle Inspector on 16/03/1984.

- B) The said owner Shri Ramkrishna Sripad Desai sold the said Plot to Shri Haresh M. Bambani vide Sale Deed dated 10/05/1988 and accordingly the name of the said Purchaser Shri Haresh M. Bambani was mutated in the revenue records of the said land vide Mutation Entry No. 21091 dated 12/05/1988 and approved by the Circle Inspector on 23/06/1988.
- C) The said Shri Haresh M. Bambani sold the said plot to Shri Naresh Bhalchandra Aakre and Mrs. Madhavi Anil Parab vide Sale Deed dated 30/04/2002 and accordingly the said plot was mutated in the revenue records in the name of the said Purchasers i.e. Shri Naresh Bhalchandra Aakre and Mrs. Madhavi Anil Parab vide Mutation Entry No. 23316 dated 13/05/2002 and approved by the Circle Officer accordingly.
- D) The said survey No. 826 Part was converted into N.A. residential vide Order passed by S.D.O. Dahanu bearing Order No. DP/NAP.SR/77 dated 31/12/1980 and accordingly entry thereof was recorded in the revenue records of the said plot vide Mutation Entry No. 23538 dated 17/07/2004 and approved by the Circle Officer, Palghar on 03/08/2004.
- Aakre and Mrs. Madhavi Anil Parab (Vendors) sold the said Plot to M/s. Novel Builders through Partners
  Umesh Verdichand Jain, Rajesh Mahendra Mehta and Nelson S. Limji (Purchasers) vide registered sale deed duly registered at the office of the Sub Registrar, Palghar at Serial No. PLR/3135/09 dated 04/08/2009 and accordingly the said Plot was mutated in the name of the said Purchasers vide Mutation Entry No. 24818



dated 01/09/2009 and approved by the Circle Officer Palghar on 19/09/2009.

- through Partners Umesh Verdichand Jain, 'Rajesh Mahendra Mehta and Nelson S. Limji (Vendors) sold the said Plot to Shri Dheverchand Viraji Purohit, Padmaram Bhudhraji Patel, Bijaram Otaji Patel (Purchasers) vide sale deed duly registrered in the Office of the Sub-Registrar, Palghar at Serial No. PLR/478/2010 dated 27/01/2010 and accordingly the said Plot was mutated in the name of the said Purchasers vide Mutation Entry No. 24961 dated 20/04/2010 and approved by the Circle Officer on 07/05/2010.
- G) Finally the said new owners Shri Dheverchand Viraji Purohit, Padmaram Bhudhraji Patel, Bijaram Otaji Patel (Vendors) sold the said Plot to Smt. Reshma Rajkumar Daryanani vide sale deed duly registered in the office of the Sub-Registrar, Palghar at Serial No. PLR/5983/2010 dated 05/08/2010 and accordingly the said Plot was mutated in the name of the said Purchasers in the revenue records vide Mutation Entry No. 25123 dated 29/10/2010 and approved by the Circle Officer, Palghar on 20/11/2010.
  - The said new owner Mrs. Reshma R. Daryanani (Vendor) sold the said flat to Mrs. Kiran Dinesh Lulla vide Deed of Conveyance duly registered in the office of the Sub-Register, Palghar Serial no.PLR/852/2015 dated 18/02/2015 and accordingly the said plot was mutated in the name of the said Purchasers in the revenue records vide Mutation Entry No. 30082 dated 20/02/2015 and approved by the Circle Officer, Palghar on 09/03/2015.
- The said Mrs. Kiran Dinesh Lulla sold the said Plot to the Promoter herein i.e. Fia Construction Company,

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through its Proprietor Mr. Nimish Laxmichand Pasad vide Deed of Conveyance dated 9th April, 2021 duly registered in the Office of the Sub-Registrar, Palghar at Sr. No. PLR/2861/2021. Accordingly the same plot of land is mutated in the name of the promoter herein vide M.E. No. 32843 dated 27/05/2021 and approved by the Circle Officer, Mahim, on 14.06.2021.

- J) Thus the Promoter is the absolute owner of the said Plot.
- The Addl. Collector, Palghar has sanctioned building K) said land vide Order bearing over the No.महसूल / कक्ष-1 / मेज-1 / एनएपी / एसआर / 41 / 2021 dated 12/05/2021, for residential and commercial purpose, copy whereof is enclosed herewith on the basis of the No. bearing Letter Recommendation बिनषेती / रेखांकन / बांप / मौ.माहीम / ता.पालघर / स.क. 826 / प्लॉटनं. 62 / रहिवास व वाणिज्य स.सं.न.र. / 882 31/03/2021 issued by Asst. Director, Town Planning, Accordingly, the promoter herein has Palghar. commenced construction of buildings for residential and commercial use over the said land, and the name of the proposed Building is given as FIA ENIGMA".
  - The Owner has entered into an agreement with an Architect engineers and project consultants CHIRAG No. License ASSOCIATES, MISTRY BMC/M/430/LS/VVCMC/ENGR/23 granted Council Of Architecture, Delhi and having office at B/03, Akshar Vihar Co. Op. Hsg. Society Laxmi Medical Lane, Sai Nagar, Ambadi Road, Vasai (w), Tal Vasai & Dist - Palghar. and the Promoter/Owner DARSHGHAS Engineer, Structural appointed a also CONSULT, License No.STR/V/33/18-21, having office at 101/B-20, Sector -1, Shanti Nagar, Kshitija Shanti

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Nagar CHS Ltd., Mira Road (E), Dist – Thane – 401107 for the preparation of Structural designs and drawings of the Buildings to be constructed on the said land and the owner have also accepted the professional supervision of the Architects and the Structural Engineers till the completion of the said buildings on the said land.

#### AND WHEREAS

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The authenticated copies of Certificate of Title dated 14/06/2021 issued by Mr. Dharmendra P, Bhatt, Mobile No.9370606999, Advocate, bearing Roll No: MAH/3067/2001, advocate of the Promoter/Owner, having his office at Shop No.3, Ground floor, Congress Bhavan, Opp. Rasam Hotel, Kacheri Road, Palghar 401 404 authenticated copies of Property card or extract of Village Forms VII & XII Extract and All mutation entries or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Flats are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A', 'B'&, 'C' respectively.

#### AND WHEREAS

The authenticated copy of the entire Layout Plan as approved by the concerned Local Authority and the plan of Building "FIA ENIGMA" proposed to be constructed on the Project Land have been annexed hereto and marked as Annexure C-1

#### AND WHEREAS

While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, at pulations and restrictions which are to be observed and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local

AND WHEREAS the Promoter has registered the Project under the provision of the Act with the Real Estate Regulatory

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Authority at Palghar No.P99000029742; authenticated copy is attached gAnnexure 'F':

#### AND WHEREAS

The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

#### AND WHEREAS

The Allottee has applied to the Promoter forallotment of a Flat No.703, in the Building named as 'FIA ENIGMA' on 7th floor, in the "said Building" being constructed on the Project Land.

#### AND WHEREAS

The Rera Carpet area of the said Flat admeasuring 504.18 sq. ft. (i.e., 46.84 sq. mtrs.). and 37.13 sq.ft. (i.e. 3.45 sq.mtr) terrace area. The "carpet area" means the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive of balcony appurtenant to the said Flat for exclusive use of the Allottee or veranda area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Flat.

#### AND WHEREAS

The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

#### AND WHEREAS

Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs.25,000/-(Rupees Twenty Five Thousand Only), being part payment of the sale consideration of the Flat agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee by way of cheques and NEFT (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner. hereinafter appearing.

#### AND WHEREAS

Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Flat with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Flat).

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

- 1. The Promoter shall construct the said building/s consisting of, Ground Floor, First floor, Second Floor, Third Floor, Fourth Floor, Fifth floor, Sixth Floor and Seventh Floor, totally adm. 1834.28 sq. mtrs. on the project land in accordance with the plans, designs and specifications as approved by theas approved the competent by authority. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Flat of the Allottee except any alteration or addition required by any Government authorities or due to change in law.
- 1(a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat No.703, of RERA Carpet area admeasuring 504.18 sq. ft. (i.e., 46.84 sq. mtrs.) and 37.13 sq.ft. (i.e., 3.45 sq.mtr) terrace area) in the building named as 'FIA ENIGMA' on 7th Floor, (hereinafter referred to as "the Flat") as shown in the Floor plan thereof hereto annexed and marked Schedule B for the lump-sum sale consideration of Rs. 35,00,000/-(Rupees Thirty Five Lakhs only) including, the nature, extent and description of the common areas and facilities including parking area as sanctioned by the competent authority which are more particularly described in the Second Schedule annexed herewith.
- 1(b) The total aggregate consideration amount for the Flat is thus of Rs. 35,00,000/-(Rupees Thirty Five Lakhs only)

Thousand Only), (exceeding 10% of the total consideration) as advance payment or application fee by way of cheques& NEFT and hereby agrees to pay to that Promoter the lakhs Seventy Five Thousand Only) in the following manner:

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	TOTAL CONSIDERATION VALUE	35	,00,000/-
	BOOKING AMOUNT	10%	3,50,000/-
1		10%	3,50,000/-
2	INITIATION OF FOOTING	10%	3,50,000/-
3	PLINTH COMPLETION	10%	3,50,000/-
4	1 ST SLAB	10%	3,50,000/-
5	2ND SLAB	10%	3,50,000/-
6	3RD SLAB	10%	3,50,000/-
7	4TH SLAB		1,75,000/-
8	WALLS, INTERNAL PLASTER	5%	1,75,000/-
	EXTERNAL PLASTER, PLUMBING,	5%	1,70,0007
9	WATERPROOF, ELEVATION		1,75,000/-
	CANITADY FITTINGS, STAIRCASE,	5%	1,10,000
10	LIETWELLS FLOOR LUBBLES	370	
	FLOORING DOORS & WINDOWS		3,50,000/-
11	ENTRANCE LOBBY/S, PLINTH	10%	3,30,000/
11	PROTECTION, PAVING OF AREAS	5%	1,75,000/-
12	POSSESSION	0.0	
	TOTAL	100%	35,00,000/-
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- 1(d) The Total Price above INCLUDES all expenses of stampduty and registration fees, any other incidental and applicable Indirect Tax etc. The purchasers need not have to pay any extra amount to the Vendors separately.
- 1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/ order/ rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only the applicable on subsequent payments.
  - 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ 15% per annum for the period by which the respective instalment has been pre-

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poned. The provision for allowing rebate and such rate of poned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

- The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(h)The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.

Time is essence for the Promoter as well as the Allottee. The Districter shall abide by the time schedule for completing the project and handing over the [Flat] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other

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dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

- The Promoter hereby declares that the Floor Space Index 3. available as on date in respect of the project land is 1834.56 sq. mtr.only and Promoter has planned to utilize Floor Space Index of 1834.28 sq. mtr. FSI available on payment of premiums or FSI available as incentive FSI by scheme as mentioned in implementing various Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of O(zero) sq. mtr. as proposed to be utilized by him by availing TDR on the project land in the said Project and Allottee has agreed to purchase the said Flat based on the proposed construction and sale of Flats to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
  - 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Flat] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest @ of 10.9% p.a., on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest @ 10.9% p.a., on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allotee to the Promoter.
    - 4.2 Without prejudice to the right of promoter to charge interest interms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option may terminate this Agreement:

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Provided that, Promoter shall give notice of fifteen days in Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this provided by the Allottee, of his intention to terminate and conditions in respect of which it is intended to terminate and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Flat which may till then have been paid by the Allottee to the Promoter.

- 5. The fixtures and fittings with regard to the flooring and sanitary fittings' specifications to be provided by the Promoter in the said building and the Flat as are set out in Annexure 'E', annexed hereto.
- The Promoter shall give possession of the Flat to the Allottee on or before Payment full & final consideration on or before 31st Dec. 2024. If the Promoter fails or neglects to give possession of the Flat to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid tate, if the completion of building in which the Flat is to be Squated is delayed on account of -

war, civil commotion or act of God;

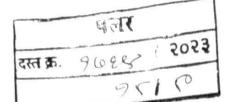
Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

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- obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Flat], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Flat] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.
- 7.2 The Allottee shall take possession of the Flat within 15days of the written notice from the promoter to the Allottee intimating that the said Flats are ready for use and occupancy:
- 7.3 Failure of Allottee to take Possession of [Flat]: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Flat] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Flat] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.
  - 7.4 If within a period of five years from the date of handing over the Flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat or the building the Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
  - 8. The Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose of residence.

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The Allottee along with other Allottee(s) of Flats in 9. building shall join in forming and registering the Society Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Flat is situated.
- 9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

Within 15 days after notice in writing is given by the companies to the Allottee that the Flat is ready for use and pay the propertionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights,

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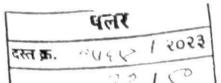
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repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. 3.50/- per month per. Sq.ft. towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or alimited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as

- 10. The above amount of consideration includes legal charges expenses, expenses towards share money, entrances feesof the society or limited company, formation and registration of the proposes co-op. Hsg. Society Ltd, etc.
- 11. In case there shall be deficit in this regard, the Purchaser shall forthwith on demand pay to Builders his proportionate share to make up such deficit.
- The Allottee shall pay Rs.50,000/-to the Owner/Promoter being contribution towards corpus fund to be created for 12. maintenance of the Building. The promoter/Owner shall deposit this amount along with the amount so required from the other allottee into a separate Bank account to be opened by the promoter for building maintenance corpus and building maintenance charges and such Bank account shall be certified by the chartered accountant showing the annual expenses from such bank account ensuring that the money has been exclusively paid for the purpose intended ie. Maintenance of the building. The promoter /owner shall incur the building maintenance expenses from such corpus CHA funds until a cooperative housing society is formed. After formation of such co-operative housing society of the residence the owner shall hand over the balance amount lying in such Bank account to such society along with copy

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and expenditure statement duly certified by the

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At the time of registration of conveyance of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said society or Limited Company on such conveyance or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

# 14. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process oflaw and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws

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in relation to the Project, project land, -Building/wing and common areas;

- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Flat] which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Flat]to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
- 14.1. The Allottee's or himself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Promoter as follows:-
- i. To maintain the Flat at the Allottee's own cost in smoot and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the real is situated which may be against the rules, regulations or byelaws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part

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thereof without the consent of the local authorities, if

Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottee in this behalf, the

Allottee shall be liable for the consequences of the breach.

To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in

Swhich the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or ROC, Pardis or other structural members in the Flat without the prior written permission of the Promoter and/or the Society or the Limited Company.

Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land andthe building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- The Allottee shall observe and perform all the rules and x. regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all stipulations and conditions laid down Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- rill a conveyance of the structure of the building in which Flat is situated is executed in favour of Society Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the said and condition thereof.
- xii. Till a conveyance of the project land on which the building in which Flat is situated is executed in favour of Apex Body or

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Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project at all or any part thereof to view and examine the state and condition thereof.

- 15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, staircases, terraces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the housing society as hereinbefore mentioned.

# 17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the \*[Flat] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Flat].

BINDING EFFECT

Threading this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the asyments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the

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### FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel N.A. Plot of land bearing Plot No. 62, Area 819.00 Sq. Mtrs., Asst. Rs.114.70 ps. situate in Survey No. 826 at Village Mahim, Tal. Palghar, Dist. Thane described as under:-

VILLAGE	SURVEY NO.	Plot No.	Area Sq.Mtrs.	Assmt. Rs.=Ps
Mahim	826	62	819.00	114.70

# THE ABOVE SAID PLOT NO. 62 IS BOUNDED AS FOLLOWS:-

ON OR TOWARDS EAST	IS BOUNDED AS FOLLOWS:-
ON OR TOWARDS EAST	: Plot No 61
	: Plot No. 63
ON OR TOWARDS NORTH	: Road
H1008001H	: Plot No. 67
CDC	

# SECOND SCHEDULE ABOVE REFERRED TO

COMMON AREAS AND FACILITIES IN THE BUILDING IN WHICH 1.

Entrance lobby of the said building will be for the benefit of 2.

- Overhead and suction water storage tank, septic tank and water pipes water meters, submersible pumps and 3.
  - Electrical common board, wiring, starters switches and all common wiring and light in staircases landing, at all

of the buildings and common electrical meters. aircase of the said building including main landing for the the purchaser their family hbers, guests, visitors and for the owners of the Terrace the terraces or assignees of any rights to or in respect of the terrace or parapet well (The same is not to be used for the purpose of storing or for recreation or for sleeping).

Save as otherwise specified in this Agreement all items 6. stated in clause (f) of section 3 of the Maharashtra Flat ownership Act.1970 shall also be considered to be common Area facilities.

9088 दस्त क्र. 26 Photo / Thump: Witness: Fia Construction Con through Promote Mr. Nimish Laxmichand "BUILDER" 1. MRS. VANDANA PRAKA SALE 2. MR. PRAKASH PANDURA

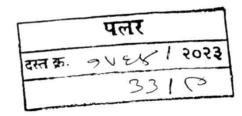
SCHEDULE "A"

"PURCHASER/S"

Flat Mo 703 having admeasuring 504.18 sq. ft. (i.e., 46.84 sq. mtrs.) and 37.13 sq.ft. (i.e., 3.45 sq.mtr) terrace area on 7th floors known as FIA ENIGMA" on the Project Land described in the chedule mentioned hereinabove.

SCHEDULE "B"
FLOOR PLAN OF THE FLAT (Enclosed)

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#### Maharashtra Real Estate Regulatory Authority

## REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number: P99000029742

Project: FIA CONSTRUCTION COMPANY A/C FIA ENIGMAtot Bearing / CTS / Survey / Final Plot No.:PLOT NO 62,S.NO.826 at Mahim, Palghar, Palghar, 401402;

- 1. Mr./Ms. Nimish Laxmichand Pasad son/daughter of Mr./Ms. LAXMICHAND PASADehsil: Palghar, District: Palghar, Pin: 401404, situated in State of Maharashtra.
- 2. This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
  - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

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

The Registration shall be valid for a period commencing from 29/06/2021 and ending with 31/12/20
renewed by the Maharashtra Real Estate Regulatory Authority in accordance with action 5 of the Acrule 6.

· The promoter shall comply with the provisions of the Act and the rules and regulation

· That the promoter shall take all the pending approvals from the competent authorities

If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

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Signature valid Digitally Signed by Dr. Vaşanı Fremanand Prabhu (Secretary, MahaRERA) Date:24-11-2021 18:29:55

Dated: 29/06/2021 Place: Mumbai

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