

(VII) Reimbursements: Payable on/before the Date of Offer of Possession*

- 1) Electricity Deposit Reimbursement: Rs.3,000.00/- Rupees Three Thousand only) towards provisional amount of reimbursement of deposit paid to Electricity Supply company on the Purchaser's behalf. The benefit of the said deposit shall stand transferred to the Purchaser when meter is transferred to the Purchaser's name.
- 2) Utility connection and related expenses: Rs.90,750.00/- (Rupees Ninety Thousand Seven Hundred and Fifty only)
- 3) Share Money: Rs.600.00/- (Rupees Six Hundred only)

क.ल.न. ५९	(VII) Maintenance Related Amounts: Provisional amounts (subject to actuals) covering period of months from Date of Offer of Possession. Payable on/before the Date of Offer of Possession.
दस्त क्र. ५९३४	1) BGAM Charges: Rs.39,870.00/- (Rupees Thirty Nine Thousand Eight Hundred and Seventy only) covering period of 18 months from DOP.
३९	2) Civic Governance Charges (if applicable): Rs.89,043.00/- (Rupees Eighty Nine Thousand And Forty Three only) covering period of 60 months from DOP.

3) Property Tax (Estimated): Rs.1,329.00/-(Rupees One Thousand Three Hundred and Twenty Nine only) covering period of 12 months from DOP.

The number of family members eligible for club membership are:

Configuration of Unit	No. of members
1 BHK	4
2 BHK	5
3 BHK	5
4 BHK OR LARGER	6

Building Protection Deposit: Undated cheque of Rs.0.00/- () towards Building Protection Deposit which shall be encashed only if there is violation of guidelines in respect of execution of fit outs/interior works.

Total Consideration = Consideration Value (CV) + Reimbursements + Maintenance Related Amounts.

All amounts stated hereinabove are exclusive of Indirect Taxes (including but not limited to service tax, MVAT, GST, stamp duty etc.) and all such Indirect Taxes/levies have to be borne and paid by the Purchaser separately immediately upon the same being demanded by the Company.

(IX) **Date of Offer of Possession:** 31.03.2021, subject to additional grace period of 18 (eighteen) months and any extension as may be applicable on account of the provisions of Clause 10.4.



Project Details:
 1) Name: Palava Marvelia A & H
 2) Registration Number: P51700015660
 3) No. of Buildings: 2

Handwritten initials and signature: *[Initials]* *[Signature]* *[Signature]*

क.ल.न.-५	
दस्त क्र. ५०३४	२०१९
४	१११

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at Mumbai this 10th day of April, 2019

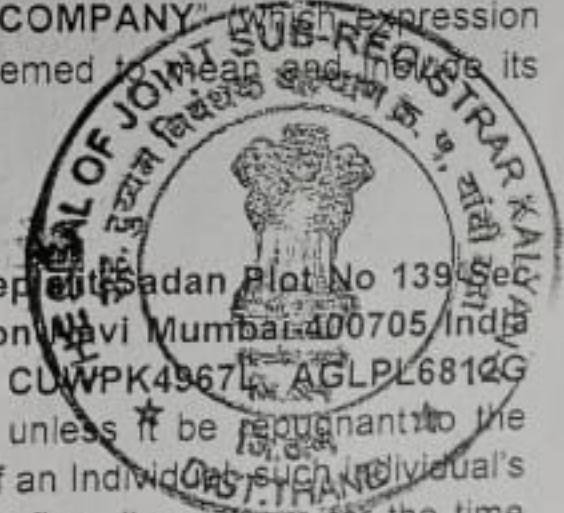
BETWEEN:

PALAVA DWELLERS PRIVATE LIMITED, a company incorporated and registered under the Companies Act 1956, having its registered office at 412, Floor- 4, 17G Vardhaman Chamber Cawasji Patel Road, Horniman Circle, Fort Mumbai 400001, hereinafter referred to as "THE COMPANY" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **One Part**;

AND

Swapnil Kharat and Meena Kharat, residing / having its address at Deep **10 Sanpada Navi Mumbai Near Dmart And Juhinagar Railway Station** Navi Mumbai 400705, India and assessed to income tax under permanent account number (PAN) CUWPK4967L, AGLPL6812G hereinafter referred to as the "**PURCHASER**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include (a) in case of an individual, such individual's heirs, executors, administrators and assigns; (b) in case of a partnership firm, its partners for the time being, the survivors or the last survivor of them and legal heirs, executors, administrators or the permitted assigns of such last survivor of them; and (c) in case of a company or a body corporate or juristic entity, its successors and permitted assigns) of the **Other Part**.

The Company and the Purchaser are hereinafter individually referred to as the "Party" and collectively referred to as the "**Parties**".



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M.S. Lkhande



10/04/2019

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कल्याण 5

दस्त क्रमांक : 5034/2019

नोंदणी :

Regn:63m

गावाचे नाव : खोणी

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	4136000
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	1525366.44
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: ठाणे इतर वर्णन :सदनिका नं: 1705, माळा नं: 17वा मजला, इमारतीचे नाव: मार्वेल ए-विंग, ब्लॉक नं: पलावा 2 डोंबिवली पूर्व ठाणे, रोड : तळोजा बायपास रोड, इतर माहिती: विभाग नं.7 सोबत एक कार पाकींग दिनांक 15/01/2008 च्या अधिसूचनेनुसार विशेष वसाहत प्रकल्पांतर्गत प्रथम विक्रीकरारनाम्यास मु.शु. मध्ये 50% सवलत(टीपीएस 1213/116/सीआर-289/13/युडी-12)((Survey Number : 32/2, 32/8, 32/10 व दस्तात नमूद केल्याप्रमाणे ;))
(5) क्षेत्रफळ	1) 41.16 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-पलावा इवेलर्स प्रा. लि. तर्फे कु. मु. सुरेन्द्रन नायर तर्फे कु. मु. रामनाथ रावल वय:-49; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: 412 4था मजला 17जी वर्धमान चेंबर कावसजी पटेल रोड हॉर्निमन सर्कल, फोर्ट, मुंबई, ब्लॉक नं:-, रोड नं:-, महाराष्ट्र, मुंबई. पिन कोड:-400001 पॅन नं:-AAECE5655J
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:-स्वप्निल खरात - - वय:-34; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: दिपललित सदन प्लॉट नं 139 सेक्टर 10 सानपाडा नवी मुंबई डीमार्ट जवळ अॅन्ड जुईनगर रेल्वे स्टेशन नवी मुंबई इंडिया, ब्लॉक नं:-, रोड नं:-, महाराष्ट्र, THANE. पिन कोड:-400705 पॅन नं:-CUWPK4967L 2): नाव:-मीना खरात - - वय:-30; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: दिपललित सदन प्लॉट नं 139 सेक्टर 10 सानपाडा नवी मुंबई डीमार्ट जवळ अॅन्ड जुईनगर रेल्वे स्टेशन नवी मुंबई इंडिया, ब्लॉक नं:-, रोड नं:-, महाराष्ट्र, ठाणे. पिन कोड:-400705 पॅन नं:-AGLPL6812G
(9) दस्तऐवज करून दिल्याचा दिनांक	10/04/2019
(10) दस्त नोंदणी केल्याचा दिनांक	10/04/2019
(11) अनुक्रमांक, खंड व पृष्ठ	5034/2019
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	145000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरा	

सह. दुय्यम निबंधक वर्ग-२
कल्याण क्र.५

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



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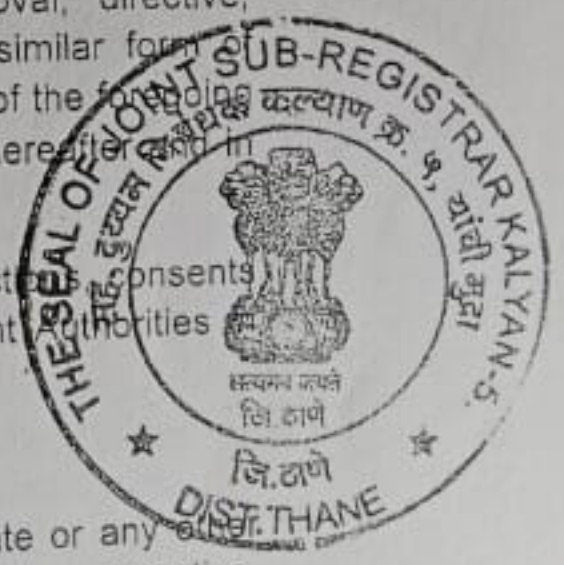
WHEREAS:

- A. The Company is/shall be constructing the Building (as defined herein) as part of the Project (as defined herein) on the Larger Property (as defined herein).
- B. The chain of title of the Company to the Larger Property is at Annexure 2 (Chain of Title).
- C. A copy of the Report on Title in respect of the Larger Property is at Annexure 3 (Report on Title).
- D. The Company has applied for and obtained various Approvals for the development of the Building(s). The key Approvals obtained are set out at Annexure 4 (Key Approvals). Applications for further Approvals may be under consideration of the relevant authorities and, or, the Company may obtain further approvals as may be permitted by applicable regulations.
- E. The Company has engaged the services of architects and structural engineers for the preparation of the design and drawings in respect of the Building and the construction of the Building shall be under the professional supervision of the said architects and structural engineers as required under the bye-laws of the local authorities.
- F. The Purchaser has applied to the Company for allotment of the Unit (as defined herein) in the Building.
- G. A copy of the floor plan in respect to the said Unit is hereto annexed and marked as Annexure 5 (Floor Plan).
- H. Relying upon the said application and the representations, declarations and assurances made by the Purchaser to faithfully abide by all the terms, conditions and stipulations contained in this Agreement, the Company has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Company the Unit at the consideration and on the terms and conditions hereinafter appearing.

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

1. DEFINITIONS

- 1.1. "Agreement" shall mean this Agreement together with the schedules and annexures hereto and any other deed and/or document(s) executed in pursuance thereof.
- 1.2. "Applicable Law" shall mean, in respect of any relevant jurisdiction, any statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Authority whether in effect as on the date of this Agreement or thereafter in each case as amended or modified.
- 1.3. "Approvals" shall mean and include all licenses, permits, approvals, sanctions, consents, obtained/to be obtained from or granted/ to be granted by the competent authorities in connection with the Project/ Building/ Unit and/or the development thereof.
- 1.4. "Arbitrator" shall have the meaning ascribed to it in Clause 23.2 below.
- 1.5. "Authority" shall mean (i) any nation or government or any province, state or any political subdivision thereof; (ii) any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission or instrumentality; or (iii) any court, tribunal or arbitrator.
- 1.6. "BCAM Charges" shall mean the Building common area maintenance charges payable by the Purchaser inter alia for the maintenance of the Unit/ Building, but shall not include FCAM Charges.



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M. S. Lakshande

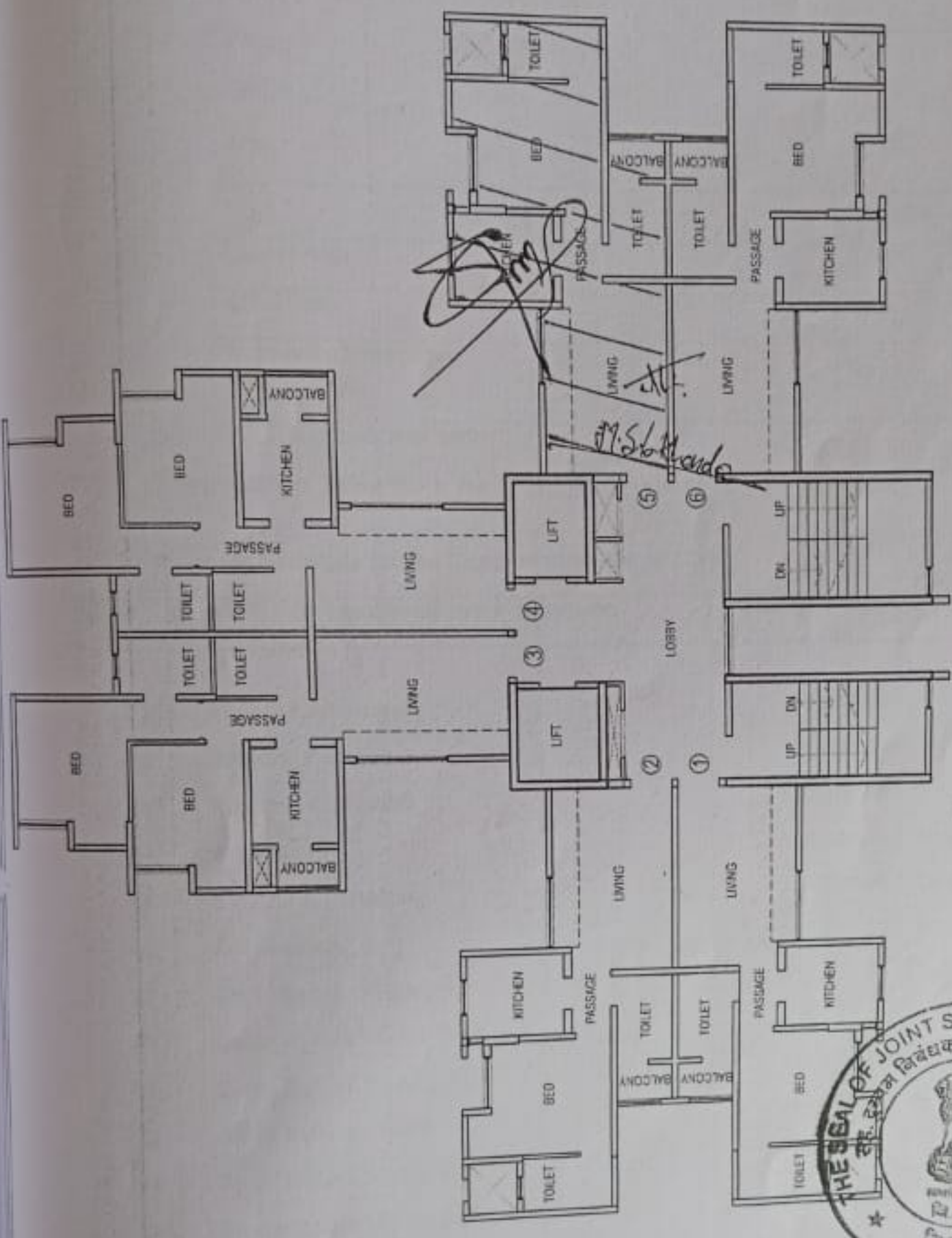
Annexure

क.ल.न.-५

दस्त क्र. १०३४ २०१९

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TYPICAL FLOOR PLAN (LEVELS 1 TO 7, 9 TO 12, 15 TO 18)

FLAT NO. 1705

FLOOR 17th

WING: A

CASA MARVELLA

PALAVA, DOMBIVALI

ARCHITECT

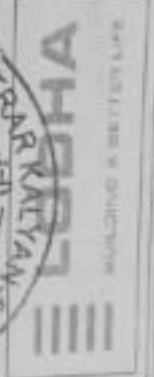
KAPADIA ASSOCIATES PVT. LTD
 ARCHITECTURE URBAN DESIGN
 OFF: MARUNJI ROAD, PAREL EAST, MUMBAI 400 029
 TEL: 91-22-26220326 FAX: 91-22-26220327
 www.kapadiassociates.com

MORTH



DEVELOPERS

PALAVA DWELLERS PRIVATE LIMITED
 412, Floor-4, 17G, Vaidharman Chamber,
 Cawasji Patel Road, Horniman Circle,
 Fort, Mumbai-400001



alt.

M.S. Lokhande

Annexure 6

(Unit and Project Details)

- (I) CUSTOMER ID : 0001290814
- (II) Correspondence Address of Purchaser: Deepalit Sadan Plot No 139, Sec 10 Sanpada Navi Mumbai Near Dmart And Juhinagar Railway Station Navi Mumbai-400705 India
- (III) Email ID of Purchaser: swapnilkharat.kalyan@gmail.com
- (IV) Unit Details:
- (i) Development/Project : Palava Marvella A & H
- (ii) Building Name : MARVELLA
- (iii) Wing : Wing A
- (iv) Unit No. : A-1705
- (v) Area :

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	Sq. Ft.	Sq Mtrs.
Carpet Area	399	37.07
EBVT Area	44	4.09
Net Area (Carpet Area +EBVT Area)	443	41.16

(vi) Car Parking Space allotted: 1 nos

(V) Consideration Value (CV): Rs 4,136,000.00/- (Rupees Forty One Lakhs Thirty Six Thousand only)

(VI) Payment Schedule for the Consideration Value (CV):

Sr. no.	On Initiation of below milestones	Amount (In Rs.)	Due Date
01	Booking Amount-1	99,000.00	10-03-2019
02	Booking Amount-2	107,800.00	10-03-2019
03	Booking Amount-3	620,400.00	23-04-2019
04	Brick work	165,440.00	Due As Per Construction
05	Electric & Plumbing	124,080.00	Due As Per Construction
06	Possession	124,080.00	Due As Per Construction
07	On or Before 31-May-19	413,600.00	31-05-2019
08	On or Before 15-Jul-19	413,600.00	15-07-2019
09	On or Before 31-Aug-19	413,600.00	31-08-2019
10	On or Before 15-Oct-19	413,600.00	15-10-2019
11	On or Before 30-Nov-19	413,600.00	30-11-2019
12	On or Before 15-Jan-20	413,600.00	15-01-2020
13	On or Before 29-Feb-20	413,600.00	29-02-2020

The aforesaid schedule is not chronological and payment for any of the aforesaid milestones may become due before or after the other milestones, depending on the date of initiation of the relevant milestone.

J.S. Lokhande