

Receipt (pavti)

338/16079

Monday, December 05, 2022

12:32 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39M

Regn.: 39M

पावती क्र.: 17194 दिनांक: 05/12/2022

गावाचे नाव: शहाड

दस्तऐवजाचा अनुक्रमांक: कलन4-16079-2022

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: भाऊदास ब्रम्हदास बन्सोड

नोंदणी फी

दस्त हाताळणी फी

पृष्ठांची संख्या: 140

₹. 30000.00

₹. 2800.00

एकूण:

₹. 32800.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे  
12:49 PM ह्या वेळेस मिळेल.

बाजार मुल्य: ₹. 3612400/-

मोबदला ₹. 5414708/-

भरलेले मुद्रांक शुल्क : ₹. 379200/-

1) देयकाचा प्रकार: DHC रक्कम: ₹. 2000/-  
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0212202206969 दिनांक: 05/12/2022  
बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: ₹. 800/-  
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0212202207067 दिनांक: 05/12/2022  
बँकेचे नाव व पत्ता:

3) देयकाचा प्रकार: eChallan रक्कम: ₹. 30000/-  
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH011129714202223E दिनांक: 05/12/2022  
बँकेचे नाव व पत्ता:

Bamod

Joint Sub Registrar, Karjat

सह. दुय्यम निबंधक कार्यालय - ४



मूल्यांकन पत्रक ( शहरी क्षेत्र - बांधीव )		05 December 2022, 12:24:31 PM कलन4	
Valuation ID	202212052296		
मूल्यांकनाचे वर्ष	2022		
जिल्हा	ठाणे		
मूल्य विभाग	तालुका : कल्याण		
उप मूल्य विभाग	13/52-विभाग,7 शहाड (ब) शहाड गावातील उर्वरित मिळकती		
क्षेत्राचे नांव	Kalyan/Dombival Municipal Corporation	सर्व्हे नंबर /न भू क्रमांक	68900
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.	कार्यालय	ओद्योगिक	मोजमापनाचे एकक
खुली जमीन	68900	68900	चौ मीटर
18200	निवासी सदनिका		
61000	45.76चौ मीटर		
बांधीव क्षेत्राची माहिती	1-आर सी सी		
बांधकाम क्षेत्र(Built Up)-	आहे		
बांधकामाचे वर्गीकरण-	मिळकतीचा वापर-	मिळकतीचा प्रकार-	बांधीव
उद्भववाहन सुविधा -	मिळकतीचे वय -	बांधकामाचा दर-	Rs.26620/-
	मजला -	कार्पेट क्षेत्र-	41.6चौ मीटर
Sale Type - First Sale			
Sale/Resale of built up Property constructed after circular dt.02/01/2018			
मजला निहाय घट/वाढ	= 110 / 100 Apply to Rate= Rs 67100/-		
घसा-यानुसार मिळकतीचा प्रति चौ मीटर मूल्यदर	=((वार्षिक मूल्यदर - खुल्या जमिनीचा दर ) * घसा-यानुसार टक्केवारी )+ खुल्या जमिनीचा दर )		
	= ( ( ( 67100-18200 ) * ( 100 / 100 ) ) + 18200 )		
	= Rs 67100/-		
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र		
	= 67100 * 45.76		
	= Rs 3070496/-		
B) बदिस्त वाहन तब्बचे क्षेत्र	13.94चौ मीटर		
बदिस्त वाहन तब्बचे मूल्य	= 13.94 * (61000 * 25/100 )		
	= Rs 212585/-		
Applicable Rules	= 3, 9, 18, 19, 15		
एकत्रित अंतिम मूल्य	मुख्य मिळकतीचे मूल्य, तब्बघराचे मूल्य, मेडनगार्डन मजला क्षेत्र मूल्य, करातय्या गळीचे मूल्य, खुली बाळकनी, वरील गाळीचे मूल्य, बदिस्त वाहन तब्बचे मूल्य, खुल्या जमिनीवरील वाहन तब्बचे मूल्य, इमारती भावतीच्या खुल्या जागेचे मूल्य, बदिस्त बाळकनी, स्वयंचलित वाहनतब्ब		
	= A + B + C + D + E + F + G + H + I + J		
	= 3070496 + 0 + 0 + 0 + 212585 + 0 + 0 + 0 + 0 + 0		
	= Rs.3283081/-		
	+ 10% Add = 36,12,400/-		
	= ₹ बत्तीस लाख अ्याऐशी हजार एकसाऐशी /-		

कलन - 8  
दस्त क्र. 98000/2022  
9/900

Home

Print





<b>Department of Stamp &amp; Registration, Maharashtra</b>	
Receipt of Document Handling Charges	
PRN	0212202207067
Date	02/12/2022
Received from JT SUB REGISTRAR KALYAN, Mobile number 8454819276, an amount of Rs.800/-, towards Document Handling Charges for the Document to be registered (SARITA) in the Sub Registrar office Joint S.R.Kalyan 3 of the District Thane.	
<b>Payment Details</b>	
Bank Name	SBIN
Date	02/12/2022
Bank CIN	10004152022120206571
REF No.	2336660580036
This is computer generated receipt, hence no signature is required.	

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२/१२०



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Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRN	0212202206969	Date	02/12/2022
Received from JT SUB REGISTRAR KALYAN, Mobile number 8454819276, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R.Kalyan 4 of the District Thane.			
Payment Details			
Bank Name	SBIN	Date	02/12/2022
Bank CIN	10004152022120206395	REF No.	233631577952
This is computer generated receipt, hence no signature is required.			

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CHALLAN  
MTR Form Number-6



GRN	MH01129714202223E	BARCODE	Date		24/11/2022-13:31:26	Form ID	25:2
Department	Inspector General Of Registration		Payer Details				
Type of Payment	Stamp Duty Registration Fee		TAX ID / TAN (If Any)				
Office Name	KLN4_KALYAN 4 JOINT SUB REGISTRAR		PAN No.(if Applicable)	AJKP82799L			
Location	THANE		Full Name	BHAUDAS BRAMHADAS BANSOD			
Year	2022-2023 One Time		Flat/Block No.	BIRLA VANYA, FLAT NO. 3101, TOWER B-AARAL,			
Account Head Details			Amount In Rs.				
0030046401	Stamp Duty		379200.00	Road/Street	MURBAD ROAD, SHAHAD, KALYAN WEST		
0030063301	Registration Fee		30000.00	Area/Locality	41.60 Sq. Mtrs		
				Town/City/District			
				PIN	4	2	1 1 0 3
				Remarks (If Any)	PAN2=AAHCB5831G--SecondPartyName=BIRLA ESTATES PVT LTD-CA=5414790		
				कल न - 8 दस्त क्र. 76042/2022 8/980			
				Amount In	Four Lakh Nine Thousand Two Hundred Rupees Only		
Total			4,09,200.00	Words			
FOR USE IN RECEIVING BANK							
Payment Details		IDBI BANK	Bank C IN	Ref. No.	6910332022112414377 719388699		
Cheque/DD No.			Bank Date	RBI Date	24/11/2022-17:27:30 Not Verified with RBI		
Name of Bank		IDBI BANK	Bank-Branch	IDBI BANK			
Name of Branch			Scroll No. , Date	Not Verified with Scroll			

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



Bansod

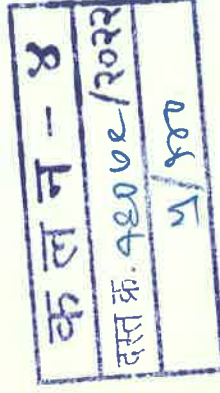
Print Date 24-11-2022 05:44:08

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Dist. Thane

Mobile No. : 9423514251

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**AGREEMENT FOR SALE**

This AGREEMENT FOR SALE ("Agreement") is made at Mumbai on this 05<sup>th</sup> day of December 2022.

BY AND BETWEEN

**BIRLA ESTATES PRIVATE LIMITED**, (PAN AAHCB5831G), a company incorporated under the provisions of Companies Act, 2013, having its registered office at Birla Aurora, Level 8, Dr. Annie Besant Road, Worli Mumbai 400 030, and hereinafter referred to as "Developer" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successor or successors and business nominees and permitted assigns) of the **FIRST PART**;

AND

**CENTURY TEXTILES & INDUSTRIES LIMITED ( THROUGH ITS DIVISION CENTURY ESTATES)**, (PAN AAACC2659Q), a company incorporated under the provisions of Companies Act, 1956, having its registered office at Century Bhawan, Dr. Annie Besant Road, Worli Mumbai 400 030 represented by its authorized signatory, hereinafter referred to as the "Land Owner" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successor or successors and business nominees and permitted assigns) of the **SECOND PART**

AND

"The Purchaser" the details whereof are more particularly provided in Annexure "A" hereto as the party of the **THIRD PART**.

*B Bansod*

(Purchaser/s)



*MB*

(Birla Estates & CTIL)

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The Developer, Land Owner and the Purchaser/s are hereinafter collectively referred to as "Parties" and individually as "Party".

**WHEREAS:**

A. By and under a Deed of Sale dated 23<sup>rd</sup> October, 1964 bearing registration No. KLN 2032 of 1964, one Gulamali Gulam Hussain Maulvi therein referred to as the Vendor, conveyed and transferred two plots admeasuring 32 Gunthas and 10 Gunthas forming part of Survey No. 16 aggregating 1 Acre and 2 Gunthas in favour of Century Spinning and Manufacturing Company Limited (Proprietors of Century Rayon) therein referred to as the Purchaser for consideration mentioned therein and upon the terms and conditions contained therein. Pursuant to the aforesaid Sale Deed dated 23<sup>rd</sup> October, 1964, the name of The Century Spinning and Manufacturing Company Limited was mutated in the 7/12 extract of land bearing Survey No. 16/1/5 (part) vide Mutation Entry No.669 dated 8<sup>th</sup> June, 1965. Thereafter, the land bearing Survey No.16 (part) admeasuring 1 Acre and 2 Gunthas purchased as aforesaid has been renumbered as Survey No.16, Hissa No.1/5 (part) ("the Property No.1").

B. By and under a Sale Deed dated 10<sup>th</sup> February, 1972 bearing registration No. KLN-216/1972, executed between (1) Shri Gulam Ahmed Gulam Ali Maulvi, (2) Shri Abdul Razak Gulam Ali Maulvi, (3) Smt. Khatijabibi Abdul Vahab Farid, (4) Smt. Shajahan Begum Gulam Akbar Phangari, (5) Mehrunnissa Abdul Mohasin Arab, (6) Nazninbegum Hissamudin Fakhir, and (7) Rashidabegum Jainuddin Maulvi therein referred to as the Vendors and Century Chemicals (Props: The Century Spinning and Manufacturing Co. Ltd., Bombay) therein referred to as the Purchasers, the Vendors therein transferred and conveyed the land bearing Survey No. 16 Hissa No. 1 (part) admeasuring 12 Acres and 2 Gunthas ("the Property No. 2") to the Purchasers for the consideration mentioned therein. The Sub Registrar had recorded an endorsement about receipt of Income tax certificate and the document was accordingly renumbered under registration No. KLN-104/1976 on 22 January, 1976. Pursuant to aforesaid Sale Deed dated 10 February 1972, the name of Century Chemicals (Props: The Century Spinning and Manufacturing Co. Ltd., Bombay) was recorded vide Mutation Entry No.804 dated 9 August 1972 as the Purchaser in the record of rights of said Survey No. 16 Hissa No.1. Vide Mutation Entry No. 1331 dated 15 January 2013, it appears that pursuant to an application made for change of name from Century Spinning and Manufacturing Company Limited to Century Rayon (A division of Century Textiles and Industries Limited) in the record of rights in

  
(Purchaser/s)



  
(Birla Estates & CTIL)

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respect of Property No. 2 along with other properties owned by it, the name of Century Rayon (a division of Century Textiles and Industries Limited) accordingly was recorded in place of Century Chemicals (Props: Century Spinning and Manufacturing Company Limited).

- C. By and under a Sale Deed dated 14<sup>th</sup> October 1981 bearing registration No. 1594 dated 14<sup>th</sup> October 1981, executed by (1) Shri Gulam Ahmed Gulam Ali Mauvi, (2) Shri Abdul Razak Gulam Ali Mauvi, (3) Smt. Shajahan Begum Gulam Akbar Phangari, (4) Mehrunnissa Abdul Mohasin Arab, (5) Nazinbegum Hissamudin Fakhri, (6) Rashidabegum Jainuddin Mauvi, therein referred to as the Vendors in favour of Century Chemicals (Props: The Century Spinning and Manufacturing Co. Ltd., Bombay) therein referred to as the Purchasers, transferred and conveyed the Survey No.17 area admeasuring 1 Hectare 62.90 Are equivalent to 4 Acre 01 Guntha ("the Property No. 3"), Survey No.18 area admeasuring 1 Hectare 43.70 Are equivalent to 3 Acre 22 Guntha ("the Property No.4") and Survey No. 218 area admeasuring 0 Hectare 60.70 Are equivalent to 1 Acre 20 Guntha ("the Property No.5"), total area admeasuring 9 Acres and 3 Gunthas. The Sub Registrar had recorded an endorsement that Income tax certificate under section 230 A of Income Tax Act, 1961 etc. are received and the document accordingly was renumbered with registration No. bearing KLN-1002 on 28 April 1983. Pursuant to aforesaid Sale Deed dated 14<sup>th</sup> October 1981, the name of The Century Spinning and Manufacturing Company Limited was mutated in the 7/12 extract of Property Nos. 3, 4 and 5 vide Mutation Entry No.1092 dated 21 December 1991. Vide Mutation Entry No.:1331 dated 15 January 2013, pursuant to an application made for change of name from Century Spinning and Manufacturing Company Limited to Century Textiles and Industries Limited in the record of rights in respect of Property Nos.3, 4 and 5 along with other properties owned by it, the name of Century Rayon (a division of Century Textiles and Industries Limited) accordingly was recorded in place of Century Spinning and Manufacturing Company Limited. By a Board Resolution passed at a meeting of the Board of Directors of the Century Textiles and Industries Ltd. dated 12<sup>th</sup> May 2017, the Board resolved that the land admeasuring 89,738.29 sq. mtrs i.e., 22 Acres and 7 Gunthas (comprising of the Property No. 1, Property No. 2, Property No. 3, Property No. 4 and Property No. 5) be transferred from Century Rayon Division to the Birla Estates Division of Century Textiles and Industries Limited for development of land. Thereafter, by a Board Resolution passed at a meeting of the Board of Directors of the Century Textiles and Industries Ltd. dated 12<sup>th</sup> December 2017, the Board resolved that the name of the "Birla Estates" Division of Century Textiles and Industries Ltd. be changed to "Century

  
(Purchaser/s)



  
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Estates" Division of Century Textiles and Industries Ltd., with effect from 1<sup>st</sup> April 2018 or such other extended date as may be decided by the CEO of the aforesaid Division. Vide a letter dated 21<sup>st</sup> December, 2018, CEO of Birla Estates division has given effect to the change of name from Birla Estates to Century Estates with effect from 21<sup>st</sup> December, 2018.

- D. In the aforesaid manner, the Land Owner i.e. Century Textiles and Industries Limited (through its division Century Estates) has by virtue of various Sale Deeds, acquired and is seized and possessed of and/or otherwise well and sufficiently entitled to the Property Nos. 1, 2, 3, 4 and 5 aggregately admeasuring 89738.29 square meters lying, being and situate at Village Shahad, Taluka Kalyan, District Thane. An area admeasuring 4518.29 square meters out of the total area admeasuring 89738.29 square meters is not forming part of the approved layout plan for the Project (defined below). The balance area admeasuring 85,220 square out of the total area admeasuring 89738.29 square meters is hereinafter collectively referred to as the "**Larger Property**";
- E. By and under a Sanction Letter dated 8<sup>th</sup> May, 2019, Loan Agreement dated 28<sup>th</sup> June, 2019, between the Land Owner, the Developer and HDFC Bank Limited, the Developer has inter alia availed project finance facilities from HDFC Bank Limited upon the terms and conditions more particularly mentioned therein and against the mortgage of all those pieces and parcels of land admeasuring 56,082.20 square meters out of the total area admeasuring 85,220 square meters excluding (i) an area admeasuring 22,279.80 square meters to be handed over to KDMC, (ii) an area admeasuring 2,095 square meters which is not in possession, (iii) an area admeasuring 4,763 square meters under road as evidenced by approval plan, in favour of HDFC Bank Ltd. by and under the Deed of Mortgage entered between Century Textiles and Industries Limited of the one part and HDFC Bank Ltd. of the other part and registered on 22<sup>nd</sup> November, 2019 with the office of the Sub-Registrar of Assurances at KLN-4 under serial number 14724 of 2019 for securing the due repayment of the facility granted by HDFC Bank Ltd. as more particularly stated therein.

- F. The Purchaser is aware that a Writ Petition bearing no. 6523 of 2019 dated 2<sup>nd</sup> May, 2019 has been filed before the Bombay High Court by one Bholenath Undrya Kachelkar (the Petitioner therein) against (i) Vishwanath Anant Phadke (Respondent No. 1 therein), (ii) Gulam Ahmad Gulam Ali Maulavi (Respondent No. 2 therein), (iii) Abdul Rajak Gulam Ali Maulavi (Respondent No. 3 therein), (iv) Shehjan Begum Gulam Akbar Fungari (Respondent No. 4



(Purchaser/s)

(Birla Estates & CTIL)



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therein), (v) Maistisi Abdul Mohsin Arab (Respondent No. 5 therein), (vi) Najneen Begum Hissamuddin Fuki (Respondent No. 6 therein), (vii) Rashidabegum Jainuddin Maulavi (Respondent No. 7 therein), (viii) Century Chemicals (Respondent No. 8 therein), (ix) Sanjay Vasant Jogalekar (Respondent No. 9 therein), (x) Prabhakar (Kiran) Krishnaji Jogalekar (Respondent No. 10 therein), (xi) Nayana Krishnaji Jogalekar (Respondent No. 11 therein), (xii) The Tahsildar, Kalyan (Respondent No.12 therein) and (xiii) State of Maharashtra Through the District Collector (Respondent No.13 therein), wherein inter-alia the Petitioner therein has challenged the Order dated 30<sup>th</sup> October, 2018 passed by the Maharashtra Revenue Tribunal in the Revision Application bearing no. 86 of 2017 in Tenancy Appeal No. 4 of 2000 upholding the order dated 6<sup>th</sup> May, 1964 of the Tahsildar and A.L.T. Shahad in Tenancy Case No. 32/G/Shahad.

- G. The Kalyan-Dombivali Municipal Corporation ("KDMC") has approved the layout for 83125 sq. mtrs. The Land Owner is required to hand over an area admeasuring 22279.80 sq. mtrs. out of the Larger Property in favour of **KDMC** as more particularly shown in the sanctioned layout plan as annexed hereto and marked as **Annexure "B"** and hereinafter known as "**the KDMC Area**". The area of approved layout shall hereinafter be referred to as "**the Property**" which is more particularly described in the First Schedule hereunder.
- H. By and under a Development Agreement dated 3<sup>rd</sup> April, 2019 bearing registration No. KLN-1/6126/2019 registered at office of the Sub-Registrar at Kalyan -1 and a Power of Attorney dated 3<sup>rd</sup> April, 2019, bearing registration No. KLN-1/6127/2019 registered at office of the Sub-Registrar at Kalyan -1, the Land Owner inter alia granted development rights to the Developer for the consideration and upon the terms and conditions contained therein.
- I. The Developer is desirous of developing the Property by consuming the Project FSI in a phased manner in the project which would be called as "**BIRLA VANYA**". As a part of the aforesaid development, the Developer has divided the development of the Property into multiple phases/ clusters/ projects;
- J. The Developer has expressly informed the Purchaser/s that subject to plans sanctioned/approved by the Kalyan Dombivli Municipal Corporation ("**KDMC**") from time to time, the Developer shall develop the Property in a phase-wise manner and has presently undertaken development of the First Phase on the Property for construction/development of 4 multi-storied towers having a

  
(Purchaser/s)



  
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common plinth and podiums and parking levels as per plans approved and as may be amended by the KDMC and other concerned authorities. The Project "BIRLA VANYA - PHASE 1" forms a part of the Layout Plan approved by KDMC vide its letter bearing No. JA KRA KDMC/NRV/1293 dated May 31, 2018 ("Project"). A copy of the larger sanctioned layout plan is attached herewith and marked herewith as **Annexure B**;

K. KDMC has approved the building plans of the buildings/ towers to be constructed by the Developer on the Property in the Project "**BIRLA VANYA - PHASE 1**" vide its Commencement Certificate bearing no. KDMC/TPD/BP/KD/2018-19/35/106 dated 11<sup>th</sup> June, 2021 and revised Commencement Certificate bearing no. KDMC/TPD/BP/KD/2018-19/35/205 dated 28<sup>th</sup> July, 2021. A copy of the revised Commencement Certificate bearing no. KDMC/TPD/BP/KD/2018-19/35/205 dated 28<sup>th</sup> July, 2021 is annexed hereto as **Annexure "C"** (hereinafter referred to as the "**Commencement Certificate**");

L. By and under an Affidavit cum Bond dated 31<sup>st</sup> August, 2018, the Land Owner inter alia declared that there are no claims, actions, proceedings with respect to the Urban Land (Ceiling and Regulation) Act, 1976 with respect to the Property.


M. The Purchaser/s consent and acknowledge that in addition to the plans sanctioned /approved by the KDMC, the Developer may propose to construct in the future, further floors/buildings/towers/structures for utilities shops, offices, dispensary, school, creche, social amenities, recreational facilities, along with residential buildings in the layout on the Property, subject to the approvals from the KDMC and the concerned authorities.

N. The Developer shall be entitled to make variations, alterations, amendments or deletions in the plan approved by the concerned authority, however, the Developer shall obtain the prior consent of the flat/premise purchasers if such variations, alterations, amendments or deletion in the approved plan will adversely affect the area of the premises of the Purchaser/s. The Developer shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the Property, relocate/ realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities, without adversely affecting the actual area of the said amenities and facilities as the Developer may deem fit in its sole discretion or if the same is required by the concerned authority. The consideration as mentioned in "**Annexure "D"**" to be paid by



(Purchaser/s)



  
(Birla Estates & CTIL)



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the Purchaser/s has been calculated inter alia on the basis that the Purchaser/s have granted their irrevocable and binding consent to make any such variations, alterations, amendments or deletions. In the event that the Purchaser/s withdraw their consent or in the event the validity of the same is challenged, then the amount of consideration under **Annexure "D"** shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Developer due to such consent not being granted to the Developer.

- O. The development of the Property may envisage construction of underground tanks, fire-fighting tanks, rain harvesting tanks, sewage treatment plants and installation of transformers, sub-station, switching station for electrical power supply (to the project and the vicinity), access roads and recreation grounds, which will be shared in common for all the buildings constructed under the proposed development and accordingly would be finalized keeping with the plans that would be sanctioned by KDMC or any other government authorities from time to time. The Developer reserves the right in its absolute discretion to amend, alter and modify the Layout Plan from time to time as per their requirements and include also one or more buildings having one or more towers and/or remove from the said layout one or more buildings and also change the location of any of the buildings to be constructed in the proposed development on the Property, which may be ultimately approved and/or amended/ varied and sanctioned by KDMC and other bodies/authorities concerned.
- P. The Developer has expressly informed the Purchaser/s that subject to plans sanctioned /approved by the KDMC, the Developer is entitled to construct 4 Towers each comprising of stilt plus 6 podium floors and 32 floors (hereinafter referred to as "**Buildings/Towers**") and delineated on the Block Plan annexed hereto and marked **Annexure "E"** shown by magenta color hatched lines. However, in the event due to planning/approval constraints, if the Developer is unable to construct any building upto stilt plus 32 habitable floors, the Developer may increase/ decrease the height of any of the other buildings on the Property, to utilise the balance FSI. The Purchaser/s hereby grants its informed consent for the same
- Q. The Developer is entitled to and proposes to transfer self-contained independent residential units in the Project "Birla Vanya - Phase 1" to intending buyers on 'ownership basis' and to enter into agreements with the intending buyers under the provisions of the Real Estate (Regulation and



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Development) Act, 2016, ("RERA"), the rules and regulations thereunder and such other applicable laws.

- R. The copy of the Legal Title Report dated 25<sup>th</sup> June, 2021 issued by M/s. Hariani & Co. ("Title Certificate") with respect to the Property is annexed hereto and marked as **Annexure "F"**;
- S. The development of the Project "**Birla Vanya – Phase 1**" on the Property proposed by the Developer has been registered as a 'real estate project' with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of RERA read with the provisions of the 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 ("**RERA Rules**") and the Regulations. The Authority has duly issued Certificate of Registration No. **P51700019178** dated 9<sup>th</sup> January, 2019 and copy of the RERA Certificate is annexed and marked as **Annexure "G"** hereto;
- T. The development of the future proposed development by the Developer, will be registered as 'real estate project/s' with the Authority, under the provisions of Section 3, 4 and 5 of the RERA read with the provisions of the RERA Rules and the Regulations;
- U. The Purchaser/s has/have, prior to the date hereof, examined copies of the RERA Certificate/s and has caused the RERA Certificate/s to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Purchaser/s has/have agreed and consented to the development of the Property, in the manner mentioned in the RERA Certificate. The Purchaser/s has/have also examined all documents and information uploaded by the Developer on the website of the Authority as required by RERA and the RERA Rules and Regulations and has/have understood the documents and information in all respects. The Purchaser/s has/have demanded from the Developer and the Developer has given the inspection to the Purchaser/s of all the documents of title relating to the Property, the plans, designs and specifications prepared by the Developer's Architects and of such other documents as are specified under RERA and the Rules and Regulations made thereunder. The Purchaser/s has/have also examined all documents and information uploaded by the Developer on the website of the Authority as required by RERA and the RERA Rules and has/have understood the documents and information in all respects;



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V. After satisfying himself/herself/herselves/itself with regard to the title of the Property and after perusal of all the orders and various permissions, sanctions and approvals mentioned hereinabove, the Purchaser/s has/have applied and the Developer has agreed to sell to the Purchaser/s under the provisions of RERA and the Rules and regulations made thereunder, residential flat in the Project (hereinafter referred to as the "Flat" and delineated by Red colour on the plan annexed and marked as **Annexure "H Colly"** and **01** covered car parking space/s in the podium levels of the Project (hereinafter referred to as the "Car Park/s") along with right to use and enjoy proportionate share in the common areas, amenities and facilities of the Project with full notice of the terms conditions and provisions contained in documents hereinabove and subject to the terms and conditions hereinafter appearing and at or for the lump sum consideration payable in the manner as more particularly mentioned in **Annexure "D"**.

The Flat together with the proportionate share in common areas, amenities and facilities with the right to use the Car Park/s are hereinafter collectively referred to as the "**Apartment**" and more particularly described in the **SECOND SCHEDULE** hereunder written.

W. The Developer proposes to provide the specifications, common areas, fixtures, fittings and amenities, details whereof are set out in the **Third Schedule** hereunder written in the Project;

X. For the purpose of this Agreement as per the provisions of RERA, the definition of "carpet area" means the net usable floor area of a unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. Explanation - For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of the said unit, meant for the exclusive use of the Purchaser; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Purchaser. The expression "walls" would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or Shear wall(s) or walls made from bricks or blocks or precast materials or drywalls or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall. All walls which are constructed or provided on the external face of an apartment shall be regarded as "external wall" and all walls

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or independent columns constructed or provided within an apartment shall be regarded as "internal partition wall".

- Y. Prior to the execution of these presents the Purchaser/s has / have paid to the Developer a sum of **Rs. 536314/- ( Rupees Five Lakh Thirty Six Thousand Three Hundred Fourteen Only)** being part payment of the Consideration of the Flat agreed to be sold by the Developer to the Purchaser/s as advance payment or deposit (the payment and receipt whereof the Developer doth hereby admit and acknowledge at the foot of these presents) and the Purchaser /s has / have agreed to pay to the Developer balance of the Consideration in the manner hereinafter appearing in **Annexure "D"** annexed hereto and other charges as mentioned in **Annexure "I"**;
- Z. Relying upon the application, declaration and agreement, the Developer has agreed to sell to the Purchaser/s the Flat it at the price and on the terms and conditions hereinafter appearing.
- AA. The Developer has appointed M/s. Creations, registered with the Council of Architects for planning the proposed development of the Property and has also appointed Pravin Gala Consultants Pvt. Ltd, as Structural Engineers for preparation of structural designs and drawings of the Project. The Developer reserves the right to appoint any such architects/engineers or project professionals which the Developer feels appropriate;
- BB. The Land Owner and Developer are required to execute and register a written agreement for sale of the Premises to the Purchaser/s under the Act and are therefore entering into this Agreement with the Purchaser/s.
- CC. The parties hereto have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.


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

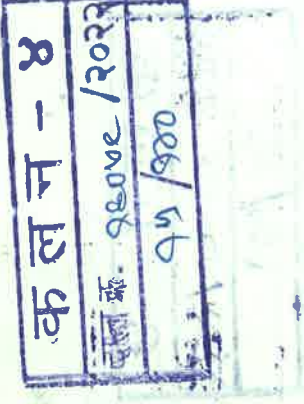
The foregoing recitals shall be treated as forming an integral part of the operative portion of this Agreement for Sale and shall be read, understood and construed accordingly.



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**PLANS:**

1. The Developer shall construct/develop the Project consisting of 4 towers/wings with common podium and parking levels on the Property. The Project shall be known as "Birla Vanya - Phase 1" for residential/commercial use in accordance with the plans, designs, and specifications approved and/or to be approved and/or amended by the concerned local authorities from time to time and which have been seen and approved by the Purchaser/s. It is also agreed that the Developer shall be entitled to make such variations and modification as the Developer may consider necessary or as may be required by the concerned local authority/ the Government, using such present and future or proposed Floor Space Index (FSI)/ Transferable Development Rights (TDR) that may be available to the Developer, from the said concerned authority and/or such other entire Floor Space Index (FSI)/ (TDR) that may be available to the Developer in respect of the Property. It being clearly agreed and understood by the Purchaser/s, that any benefit available by way of increase in FSI/ TDR, which may be increased by way of the entire FSI/TDR or otherwise howsoever from the Property, shall only be for the use and utilization by the Land Owner/Developer, and the Purchaser/s shall have no right and/or claim in respect of the same, whether prior to the commencement of construction or during construction or after construction having been completed until final conveyance deed or such other transfer document that may be executed in favour of the Organization or the Apex Body or any other entity that may be formed in respect of the Property to convey the Property, infrastructure and amenities on the Property. The consideration as mentioned in **Annexure "D"** to be paid by the Purchaser/s has been calculated inter alia on the basis that the Purchaser/s have granted their irrevocable and binding consent to make any such variations, alterations, amendments or deletions. In the event that the Purchaser/s withdraw their consent or in the event the validity of the same is challenged, then the amount of consideration under **Annexure "D"** shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Developer/Land Owner due to such consent not being granted to the Developer. Such amount shall be payable by the Purchaser/s on or before handing over possession of the Flat.

2. The Developer has informed the Purchaser/s and the Purchaser/s is/are aware that the Developer is constructing the Project on a portion of the Property delineated in the approved layout Plan and identified as **Birla Vanya - Phase 1**. The Developer may in its/their sole discretion sub-divide the Property, and/or

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amalgamate the same, with any contiguous, adjoining or adjacent lands and properties as may be desired and may acquire further parcels of land adjacent to the Property and include the same as a part of the proposed development by amending the layout from time to time and utilize the FSI/ development potential available from such additional parcels of land for the construction/development of the several buildings proposed on the Property as a part of the development. Further, the Developer shall have the right to effect such alterations to the buildings in the Layout Plan, if and when found necessary, which alterations may involve all or any of the following changes, namely, change in the number of the units to be constructed or dimensions or height, elevation or contractors of the building or such other changes or variations due to any condition that may be imposed by planning authorities, as it may be necessary without intimating the Purchaser/s in respect thereof. The Purchaser/s hereby, expressly and unconditionally consent/s to all of the above changes/amendments / variations that may be effected by the Developer in the course of the development of the Property including the Buildings, Project, and Property, such consent of the Purchaser/s shall be deemed to be his/her/their/lits consent, contemplated by Section 14 of the RERA and such other applicable laws. The Developer shall not be required to seek any further consent of the Purchaser/s for the same. To implement any or all of the above changes, the Purchaser/s undertake(s) to execute supplementary agreement(s) or such other writings, if necessary, as may be required by the Developer. The Purchaser/s also undertake/s not to raise any objections in this behalf at any time whatsoever. **PROVIDED** that the Developer agrees to obtain separate consent of the Purchaser/s in respect of such variation, alteration or modification, if the same may adversely affects the Flat.

3. The Developer has informed the Purchaser/s and the Purchaser/s is/are aware that in addition to units to be constructed in the Buildings, the Developer will be entitled, if required by law or in terms of this Agreement, to construct further structures ancillary to the Building such as pump rooms, meter rooms, underground tanks, sewerage treatment plant, watchman room, temporary transit camp for tenants, labour camps, substation for power supply company etc. on any portion of the Property. In addition to the said ancillary structures, the service lines common to the Buildings and other buildings/structures being constructed on the Property shall pass through portion of the Property upon which the Building is being constructed and other amenities and facilities which are common for the use of the Buildings and other buildings being constructed on the Property may be provided on the portion of the Property over which the



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Buildings are being constructed and for which the Developer will not be required to take any further consent of the Purchaser/s under this Agreement.

**PAYMENT:**

4. The Purchaser/s hereby agree/s to purchase and the Developer hereby agrees to sell/transfer to the Purchaser/s the Flat in the Project at or for the lump sum consideration as more particularly provided in Annexure "D" hereto (hereinafter referred to as the "Consideration") as delineated on the Floor Plan annexed as Annexure "H Colly" and the right to use such number/s of car parking space/s in the podium level of the Buildings in the Project, if applicable along with the proportionate shares in the common areas, amenities and facilities of the Project on what is known as "ownership basis" under the provisions of the Acts made hereunder. The payments under this Agreement towards Consideration or any other payments/deposits are exclusive of payment of GST and/or any other taxes as are levied or which may be levied hereafter either by Central Government and/or State Government and/or any Public Authority. The Purchaser/s hereby agree/s and consent/s that in the event, the rate of GST or such other applicable taxes being revised in future before grant of Occupation Certificate (OC) and/or payment of full consideration, the Flat Purchaser/s will be liable to make payment of such additional GST based on revised rates on the such payments/deposits. The Flat together with the proportionate share in common areas, amenities and facilities with the right to use the Car Park/s are hereinafter collectively referred to as the "Apartment" and more particularly described in the **SECOND SCHEDULE** hereunder written.

5. The Purchaser/s is/are aware that the Purchaser/s are liable to deduct the applicable Tax Deduction at Source (TDS) at the time of making of any payment or credit of any sum to the account of the Developer (including but not limited to any payment made for other charges), whichever is earlier in accordance with section 194IA in the Income Tax Act, 1961 or such other act as may be applicable from time to time. Pursuant to deduction of tax at source and payment of the same to the Government, the Purchaser/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961. The Purchaser/s are also aware that the TDS shall be payable on the gross amount of the Consideration or any other payments/deposits or part thereof, excluding the GST or any such other taxes payable thereon by the Purchaser/s.

*B. Bhand*

(Purchaser/s)



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6. The Developer confirms that subject to approval and permissions from the concerned authorities, open parking space may be provided by the Developer which would be handed over to the Organization/Apex Body of all the Towers to be constructed in the Project as per the availability and it shall be the responsibility of the Organization/Apex Body to allot the open car parking spaces as they deem fit and the Developer shall not be liable/responsible for the same.
7. The Purchaser/s is /are aware that the Developer shall develop and maintain, the open space (Recreational Grounds) for the common use of all the flat purchaser/ Purchaser/s of the buildings in the Project until the conveyance to the Organisation of Purchasers. The Purchaser/s is/are further aware that all the pathways/ walkways through RG area as shown in the layout plan shall be used by all the flat purchaser/s /Purchaser of all the buildings in the layout/Project.
8. The Consideration includes price for right to use common areas, amenities & facilities and the Parking space pertaining to the Buildings and no separate consideration / compensation is payable in that regard by the Purchaser/s to the Developer.
9. The Purchaser/s is/are satisfied about the specifications agreed to be provided by the Developer and undertakes that the Purchaser/s shall not raise any objection in respect thereof hereafter.
10. The Purchaser/s is/are fully aware and has/have satisfied himself / herself/themselves/itself and has/have understood and agreed that the Consideration in respect of the Apartment agreed to be purchased by the Purchaser/s is inclusive of cost of common areas, amenities and facilities and no separate consideration is payable in respect thereof by the Purchaser/s.
11. The Purchaser/s is/are informed and has/have understood and confirmed that in view of the amendments/variations that may be effected by the Developer to the construction/development of the Project, the area of the Flat may vary at the time of actual delivery of possession in the manner provided under this Agreement. In view thereof, the parties hereto confirm and agree that before 18 days of possession having being delivered or deemed to have been delivered to the Purchaser/s by the Developer as provided under this Agreement, the Parties will cause to have done the measurement of the Flat to be carried out by any architect/surveyor approved by the Developer.



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12. The Parties agree that upon finalizing the area of the Flat in the manner provided as aforesaid, the same shall be treated as final and binding between the Parties and no dispute shall thereafter be raised in this regard.
13. It is clarified that 70% of the Consideration (other than GST or any other taxes etc.) to be paid by the Purchaser from time to time as per the provisions of RERA and in accordance with the Payment Schedule annexed hereto and marked as **Annexure "D"**, shall be deposited in a separate account as may be intimated by the Developer.
14. For this purpose, the Developer may raise appropriate demand notices for payment upon the Purchaser, specifying the amount out of each installment of the Consideration to be paid. The Purchaser shall pay the same within 18 days of the date of such a demand notice. Further, the Developer is not obliged to give any notice requiring such payment and the failure thereof, shall not be a plea, or an excuse for non-payment of any amount or amounts on their respective due dates. It is clarified that in the event that the due date falls on a bank holiday or a public holiday, the immediately succeeding day shall be considered as the due date of such demand notice.
15. In case of any financing arrangement entered by the Purchaser with any financial institution with respect to purchase of the Flat, the Purchaser undertakes to direct such financial institution to the Developer, and shall ensure that such financial institution does disburse/pay all such consideration amounts due and payable to the Developer in accordance with the **Annexure "D"** through account payee cheque/demand draft/NEFT/RTGS favouring the Developer or as may be intimated by the Developer.
16. The Purchaser/s agree/s and confirm/s that the certificate of the Developer shall be conclusive proof that the plinth or the casting of the respective slabs or other respective stages for payment of installments stated herein below are completed as mentioned in the letter of intimation from the Developer to the Purchaser/s, and the Purchaser/s shall make payments of the respective installments within 18 (eighteen) days from date of letter of intimation from the Developer, time being of the essence to such agreement. The Purchaser/s shall not be entitled to raise any objections with regard to the completion of the plinth or casting of the respective slabs or completion of respective stages or the certificate of the Developer. Without prejudice to the above, if the Purchaser/s fails to make the payment within a period of 18 days from the date of the demand notice, then and in such an event, the Purchaser /s agrees to pay to the Developer interest at the State Bank of India Highest Marginal Cost



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of Lending Rate plus 2% per annum or such other rate as may be prescribed under the applicable laws, on all the amounts outstanding under the terms of this Agreement. Provided that, payment of interest shall not save the termination of this agreement by the Developer on account of any default/breach committed by the Purchaser /s in payment of any outstanding amount and/or on account of any default/breach committed by the Purchaser /s of any of the terms and conditions herein contained. It is specifically agreed that the amount received by Developer will be first appropriated towards interest receivable by the Developer. Further, such payment shall be exclusive of GST, which shall be borne and paid by the Purchaser/s.

17. The Purchaser/s shall, before taking actual possession of the Apartment but within 18 (eighteen) days of intimation being received from the Developer, in addition to the Consideration, pay to the Developer the following amounts as more particularly provided in **Annexure "I"** (hereinafter collectively known as "**Other Charges**"). The Corpus Fund and the Advance Maintenance which shall be collected from all the purchasers of the premises in the Project shall be utilized in the following manner:
- The entire amount of the Corpus Fund shall be deposited in a separate bank account by the Developer and shall be handed over to the Organization/Apex Body of purchasers pursuant to the Land Conveyance as provided in Clause 62.
  - The interest arising from the Corpus Fund shall be utilized to cover the maintenance cost of the project including the common areas and facilities. The Purchaser/s agree/s that the amount collected as Advance Maintenance shall be fully utilized prior to using the interest (net of TDS) from the Corpus Fund towards maintenance. Any surplus interest shall be reinvested in the Corpus Fund.
  - The principal amount of the Corpus Fund shall not be used by the Developer, save and except in case of an emergency or urgent requirement of funds and only in the event that the interest from the Corpus Fund is insufficient to cover the cost of such urgent requirement or emergency.
  - Pursuant to the Land Conveyance, the Developer shall hand over the entire Corpus Fund, if any and any balance amounts out of the Advance Maintenance along with the audited statements of the Corpus Fund account and the Advance Maintenance account to the Organization/Apex Body, as the case may be.

18. GST or other taxes whatsoever which are levied or become leviable under the provisions of the applicable law in respect of the Consideration, mentioned in



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**Annexure "D"** and the amounts/deposits mentioned in **Annexure "I"** or any other amounts/charges payable to the Developer by the Purchaser/s in terms of this Agreement, shall be borne and paid by the Purchaser/s within 18 (eighteen) days of the date of demand notice from the Developer and the Purchaser/s shall indemnify and keep indemnified the Developer from and against the same.

19. The deposits/amounts towards the respective heads as mentioned in **Annexure "I"** are as per the present estimate, and are subject to modification by the Developer at its sole discretion. Such deposits/amounts shall not carry any interest. The un-utilized amounts as mentioned in **Annexure "I"** above will be transferred to the Organization of Purchasers. The Purchaser/s agree/s to pay any deficit in respect of the amounts/deposits mentioned in **Annexure "I"** above to the Developer, within 18 (eighteen) days of the date of the demand notice made in respect thereof. Save and except for amount with respect to Corpus Fund and Advance Maintenance mentioned in **Annexure "I"**, the Developer shall not be liable to render any account of amounts to the Purchaser/s and/or the Organization of Purchasers to be promoted/ registered by the Developer.

20. The total consideration mentioned in **Annexure "D"** and the deposits/ charges stated herein in **Annexure "I"** hereto are as per the current estimated cost for construction of the Flat. The total consideration as mentioned in **Annexure "D"** and the deposit/ charges herein in **Annexure "I"** to be paid by the Purchaser/s has been calculated inter alia on all the authorities, permissions and on the basis that the Purchaser/s have granted their irrevocable and binding consent to make any such variations, alterations, amendments or deletions as may be permissible under the provisions of law. In the event that the Purchaser/s withdraw their consent or in the event the validity of the same is challenged, then the amount of consideration under **Annexure "D"** shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Developer/Land Owner due to such consent not being granted to the Developer.

21. The Purchaser/s agree/s that till the proportionate share of outgoing required to be paid as stated hereinabove by the Purchaser/s is determined, the Purchaser/s shall pay to the Developer / Organization of Purchasers provisional monthly contribution as may be determined by the Developer towards the said outgoing. The amounts so paid by the Purchaser/s to the Developer shall not carry any interest and shall remain deposited with the Developer till the formation of the Organization of Purchasers.



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22. The Purchaser/s agree/s that if due to any notifications, ordinances, enactments, or amendments in the existing laws, any additional taxes, levies, GST etc, or any other amounts pertaining or relating to the sale of the Flat is levied and/or payable, the same shall be paid by the Purchaser/s on demand made by the Developer within 18 (eighteen) days, and the Purchaser/s shall indemnify and keep indemnified the Developer from and against the same. The payment of all such taxes, levies or government charges shall be paid by the Purchaser/s separately.
23. Without prejudice to other rights of the Developer hereunder or in law otherwise, the Purchaser/s agree/s to pay to the Developer, interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum or such other rate as may be prescribed under the applicable laws on monthly basis on all the amounts which become due and payable by the Purchaser/s to the Developer under the terms of this Agreement, from the dates of the said amounts becoming due and payable by the Purchaser/s to the Developer till full realization thereof. However, such delay in payment shall not exceed beyond a period of **48 (forty-eight)** days from the date of the demand notice.
24. In the event that any of the payment cheques/banker's cheque or any other payment instructions of/by the Purchaser/s is/are not honoured for any reason whatsoever, then the same shall be treated as default and a failure to make a payment under this Agreement and the Developer may at its option be entitled to exercise the recourse available thereunder as more particularly provided in Clauses 25 to 29 hereunder. Further, the Developer shall also at its sole discretion and without prejudice to its other rights, charge a payment dishonour charge of Rs.500/- (Rupees Five Hundred only) for dishonour of a particular payment instruction in addition to the interest for delayed payment. Thereafter, the Developer may choose not to accept any cheques and payments shall be paid by the Purchaser/s through bank demand draft(s) only.


#### DEFAULT BY THE PURCHASER/S AND ITS CONSEQUENCES:

25. The Purchaser/s agree/s that time is of the essence for making the payments mentioned in this Agreement. If the Purchaser/s fail/s to pay any installment of the Consideration as stated in Annexure "D" or amounts/deposits under Annexure "I" or any other amounts/charges payable to the Developer in terms of this Agreement on or before the respective due dates/ within a period of 18 (eighteen) days from the date of the demand notice from the Developer, failing which the Developer shall be entitled to claim and the Purchaser shall



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be liable to pay interest at the State Bank of India's Highest Marginal Cost of Lending Rate plus 2% per annum on all the amounts which become due and payable by the Purchaser/s to the Developer calculated from the due date till actual date of payment. It is being clarified that the Developer shall not be under any obligation to send reminders for making the payment as per Payment Schedule and/or for the invoice raised by the Developer. In the event of the Purchaser/s committing default in the payment and / or in observing and performing any of the terms and conditions of this Agreement or not wanting to go ahead with the transaction, the Developer may give 18 [Eighteen] days prior written notice to remediate such breach/default. In the event that the Purchaser/s fail to remediate such breach/default within [18] Eighteen days thereof or if at any point, the Purchaser/s does not intend to proceed with the transaction to purchase of the Apartment, the Developer shall be at the absolute liberty to cancel / terminate this Agreement. The Developer will be entitled upon such termination of this Agreement to sell and/or dispose of the Apartment (or any part thereof) in favour of any third party or person as the Developer may deem fit at such price and on such terms as the Developer may deem fit and the Purchaser/s agree and confirm that he/she/it/they will have no right to question or object to or obstruct or interfere with such sale/disposal of the Apartment (or any part thereof) or the price for which the Apartment (or part thereof) are sold.

26. In the event of the consideration agreed to be received by the Developer on resale of the Apartment (in the manner mentioned in Clause 25 above) is more than the Consideration, the Purchaser/s shall not be entitled to make any claim in respect of such excess consideration received by the Developer upon such resale of the Apartment and the same shall belong to and be appropriated solely by the Developer.
27. Upon termination of this Agreement, the Developer shall be entitled to forfeit 10% (ten percent) of the Consideration (hereinafter referred to as "Earnest Money") or the amount actually paid by Purchaser/s, whichever is less, together with the amount of interest payable by the Purchaser/s in terms of this Agreement from the dates of default in payment till the date of termination and refund the balance amount (if any) to the Purchaser/s without any interest, compensation, or claim for any damage or costs, charges, taxes and expenses whatsoever within 90 days. It is clarified that the Developer shall under no circumstance be liable to return / refund any portion of the Applicable Taxes or development charges / any pass through charges paid / incurred by the Applicant (s) to the Developer or any government authority, except if any refund of GST is received by Developer from any government authority on

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amounts that were paid by the Purchaser/s over and above the Earnest Money amount, the Developer shall refund the same to the applicant within 90 days of receipt of the same.

28. The Parties agree and confirm that the forfeiture amount, interest (as agreed) payable on delayed payments and any differential amount (estimated after resale of the Apartment) recovered and/or adjusted from the amounts refundable to the Purchasers in the aforesaid Clause 27 shall be construed as pre-estimated liquidated damages and Purchaser/s shall not at any time hereafter raise objections or dispute the same.
29. Upon termination of this Agreement, the Parties shall execute and register a Deed of Cancellation to record the cancellation of this Agreement and the Purchaser/s shall return to the Developer all the original documents, papers, writings executed between the Parties including the original Agreement. The Purchaser/s hereby appoints the Developer as his/her/its Constituted Attorney and authorizes the Developer to execute and register such Deed of Cancellation and such other documents and/or writings for and on behalf and in the name of the Purchaser/s without recourse to the Purchasers, in the event the Purchaser/s fail to come forward and/or are unable to execute and register the Deed of Cancellation within 30 days of the termination and/or Cancellation.

#### RIGHTS AND OBLIGATIONS OF THE PARTIES

30. The Developer shall be at liberty and be entitled to amend the lay-out plan of the Property, the building plans, other approvals for, in accordance with prevailing provisions of law, including but not limited to:
- (a) acquisition of additional plots/ property/ adjoining property and inclusion of such plots of land in the lay out plan of the Property; and
  - (b) amalgamation of the Property with any adjoining plots of land;
  - (c) The Purchaser/s and/ or the Organization of Purchasers or any other body formed by the purchaser/s of premises in the Property shall not have any objections to the aforesaid and the Purchaser/s hereby grants his/ her/ their irrevocable consent and no objection to the Developer to carry out the necessary acts, deeds, matters and things.
  - (d) The Purchaser/s hereby grants his/ her/ their irrevocable authority and consent to the Developer that the Developer shall have the sole and absolute right and authority and shall be entitled to deal with, sell or otherwise dispose of any part or portion of the tower/building(s), including the terraces, basement, open spaces, podium, garden area



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and to permit the same to be utilised for any permissible purpose and shall be entitled to obtain permissible change of user thereof at the discretion of the Developer.

31. If the FSI, by whatever name or form is increased (a) in respect of the Property and/or additional construction (i.e. more than what is envisaged at present) is possible on the Property (b) on account of TDR (or in any other manner is made available for being utilised or otherwise and/or if the sanctioning authorities permit the construction of additional floors, then in such event, the Land Owner/Developer shall be entitled to construct such additional floors as per the revised building/s plans and deal with the same in the manner the Land Owner/Developer deem fit and proper till the Land Conveyance as per clause 62 hereinbelow pursuant to the completion of the entire development.
32. The Purchaser/s expressly consent/s, accept/s and confirm/s the irrevocable and unfettered right of the Developer to construct the Project and other structures (if any) on the Property and/or additional floors on the Towers being constructed/ to be constructed in the future on the Property in the manner and as per the permissions / approvals received from time to time, without any further or other consent or concurrence. These consents and confirmations shall be treated as irrevocable No Objections ("NOCs") / permissions given by the Purchaser/s, under section 14 of the RERA or any amendment thereof and the Developer shall deemed to have complied with the said section, as long as the total area of the Flat is not reduced.
33. The Purchaser/s hereby further agrees and covenants with the Developer to sign and execute all papers and documents in favour of the Developer or otherwise as may be necessary for the purpose of enabling the Developer to construct the Towers/Buildings in accordance with the plans relating thereto or such other plans with such additions and alterations as Developer may in their sole discretion deem fit and proper and/ or for the purpose of applying for or obtaining the approval or sanction of the KDMC or any other appropriate authorities in that behalf as well as for the construction of such towers/building in the Property upon or after the grant of such approval or sanction relating thereto provided the size and location of the Flat agreed to be purchased by the Purchaser/s is/are not in any manner adversely affected. The Purchaser/s agree/s that the said consent is irrevocable.
34. Further, the Purchaser is aware that the Developer shall be and is developing the Property and shall construct such structures and buildings as they deem fit as per the approvals from the Authorities.

  
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35. The Purchaser /s agrees and gives his/ her/ their irrevocable consent/s to the Developer for carrying out the amendments, alterations, modifications and/ or variations to the scheme of development in respect of the Property, including the layout plans, designs and elevations etc. which are made available either at our office or on the website of the Real Estate Authority. Further, the Developer shall not be required to obtain consent in the following events:
- Any minor additions or alterations.
  - Any addition or alterations to any club house, common areas, amenities, etc.
  - Any addition or alteration in compliance of any direction or order issued by the competent authority or statutory authority under any law of the State or Central Government.
36. Without prejudice to the other rights of the Developer hereunder, the Developer shall in respect of any amounts remaining unpaid by the Purchaser/s, under the terms and conditions of this Agreement, have a first charge/lien to the Apartment, and the Purchaser/s shall not transfer the same his/her/their/its right, title, interest to the Apartment or benefits under this Agreement to any third party, in any manner, whatsoever, without making payment of 50% of the Consideration under this Agreement or the completion of 18 months from the date of execution and registration of this Agreement, whichever is later, and subject to the Purchaser/s not being guilty of any breach of or non-compliance of any of the terms and conditions of this Agreement **PROVIDED HOWEVER** the Developer may, in its sole discretion, permit the Purchaser/s to transfer the benefits of this Agreement in favour of any other intending transferee after the receipt of 50% of the Consideration or the completion of 18 months from the date of execution and registration of this Agreement, whichever is later, subject however to the payment of transfer charges of Rs. 75/- per sq. ft. of the Apartment and any other cost of transfer as may be applicable by the Purchaser/s and/or such intending transferee to the Developer at the rates as may be decided by the Developer in its sole discretion, and thereafter such intending transferee will be bound by the terms and conditions of this Agreement, including obligation to make payment of balance installments of the Consideration and also all other costs, charges, expenses and monies payable under this Agreement. All costs towards payment of stamp duty, registration charges and other incidental costs/charges payable for the execution of such an assignment/transfer agreement shall be borne by the Purchaser/s and the intending transferee alone and a copy of the duly executed agreement shall be furnished to the Developer within 15 (fifteen) days from the date of registration of the

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assignment/transfer agreement. The Purchaser/s undertake to ensure that the assignee shall abide by the terms and conditions of this Agreement and that such assignee shall be subject to compliance of the terms and conditions of this Agreement. The Purchaser/s shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment.

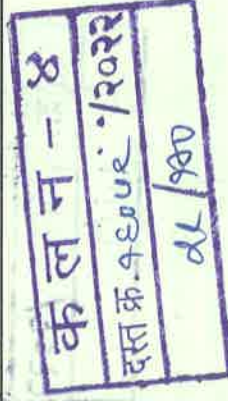
37. The Purchaser/s shall use the Apartment, and every part thereof, and/or permit the same to be used for the purpose of residence only, and shall use / permit the use of the car parking spaces, if any, allotted to the Purchaser/s, only for the purpose of parking car/s of the Purchaser/s, and not for any other purpose whatsoever.
38. It has been expressly made clear to the Purchaser/s that he/she/they/it, shall not be entitled to claim any rebate or reduction in the Consideration, nor any other benefit/s from the Developer, as a result of such development, and/or amendments, alterations, modifications and/or variations that the Developer shall cause to be carried out, and the Land Owner/Developer shall be entitled to use the additional area, if any, so granted to the Land Owner/Developer, from time to time by KDMC, or such additional FSI available on the Property.
39. The Purchaser/s agree/s and undertake/s that the terrace of the top floor of the buildings in the Project, including the parapet wall shall be the property of the Developer, and the Developer shall be entitled to use the parapet wall for any purpose including display of advertisements / sign boards etc. until the Building Conveyance of the Property to the Organization of Purchasers and the Purchaser/s or the Organization of Purchaser/s, shall not be entitled to raise any objection/s or ask for any abatement in the price of the Apartment on the ground of inconvenience or any other ground whatsoever. Attached terraces to the respective residential Apartment, shall exclusively belong to the respective purchasers thereof and the Purchaser/s shall not object to the same at any time in future.
40. The Purchaser/s hereby agree/s that he/she/they/it, shall have no claim in respect of the Property or any part thereof, and/or the and/or the Property or any part thereof and/or the Project or any part thereof, save and except the Flat.
41. The Developer has informed the Purchaser/s and the Purchaser/s is/are aware that amenities and facilities such as swimming pool, if any may be commonly provided for multiple towers/buildings being constructed in the Project on the



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Property in terms of the layout plan. The Purchaser/s further covenant that they shall not cause any nuisance, hindrance or raise objections to the use of these amenities and facilities in other buildings constructed on portion of the Property / Property as a part of the layout by the respective purchasers/occupants of Apartment therein.

42. The Developer hereby declares that the FSI (including TDR/FSI and compensatory Fungible FSI, if any) available in respect of the Property is approximately 1,20,000 sq. mtrs. or thereabouts. The residual F.A.R (FSI) and/or TDR / FSI and/ or compensatory Fungible FSI, if any and/ or any other FSI by whatever nomenclature called in respect of the Property not consumed will be available to the Developer till the full and complete development of the Property. The Land Owner/Developer shall be entitled to purchase/acquire TDR and load the same on the Property or any part thereof for which Purchaser/s doth hereby accord his/her/their irrevocable consent for the same. It is further agreed and recorded by and between the parties hereto that the Developer shall be entitled to undertake the construction work on the Property as is convenient to the Developer and as may be permissible under Development Control Regulations and/ or by the KDMC and/or any amendment/s thereto and/or re-enactment thereof from time to time. The residual F.A.R. (FSI) and/ or TDR / FSI (by whatever nomenclature called) of the Property not consumed will be available to the Land Owner/Developer till the full and complete development of the Property which may be acquired by the Land Owner/Developer hereafter at any time and/or generate TDR/FSI Certificate and either utilize the same for its own purposes or any other property/project of the Land Owner/Developer and/or its nominees including but not limited to the adjoining projects and/or sell and dispose of such TDR/FSI Certificate and adjust all benefits and/or sale proceeds etc. emitting therefrom for their own benefit without any reference to the Purchaser/s and/or being responsible to make over the profits and/or sale proceeds thereof to the Purchaser/s herein. It is agreed by and between the parties hereto that in the event of Land Owner/Developer acquiring and/or developing any other adjacent property/properties to the Property, the Land Owner/Developer shall be entitled to utilize FSI and/ or TDR / FSI (by whatever nomenclature called) of the Property and/or utilize the FSI and/ or TDR / FSI (by whatever nomenclature called) with or without payment of the premium to KDMC and / or any other concerned authority of any adjacent property/properties on the Property as the Land Owner/Developer in its/their discretion may deem fit and proper. In addition to the above, the Land Owner/Developer have further informed to the Purchaser/s that as per the prevailing rules and regulations, the Land Owner/Developer is additionally entitled to purchase and load TDR



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on the Property for construction purposes and the Land Owner/Developer shall carry out the construction activities on the Property as per its/their discretion.

43. The Purchaser/s shall at no time demand partition of his/her/their/its interest in the Apartment or the Project or any part thereof, it being hereby expressly, agreed, understood and confirmed by the Purchaser/s that his/her/their/its interest in the Apartment or the tower/s/Project or any part thereof is impartible.
44. The Developer shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Apartment by concerned authorities due to non-payment by the Purchaser/s or other units purchasers of their respective proportion of the taxes, utility bills and other outgoings to the concerned authorities on account of default in making such payments, or upon the Purchaser/s failing to comply with the terms and conditions of this Agreement.
45. The Developer has informed the Purchaser/s and the Purchaser/s is/are aware that the Developer has retained to itself the exclusive right of selecting T.V./Internet – Cable and dish antennae network in the Project to be constructed upon the Property. The aforesaid rights are retained by the Developer to itself permanently and the Developer shall be entitled to deal with and dispose of and/or assign the said rights in favour of such person or corporate body as the Developer may determine save and unless the Developer relinquish the said rights. The consideration received for such assignment shall belong to the Developer alone. In view thereof, the Purchaser/s and /or other occupants of premises in the Project shall not have a right to obtain T.V. / Internet and or other dish antenna network facilities either alone or jointly with others through any other agents but shall obtain the T.V. / Internet and or other dish antenna network facilities from the Developer or the assignee(s) of the Developer save and except in case of relinquishment as aforesaid. The Purchaser/s and/or occupants of premise in the Project and/or Organization of Purchasers shall pay the charges (including deposits) as may be charged by the Developer and/or such assignee(s) as aforesaid for availing the transmission facilities and network as aforesaid and shall give to them all necessary co-operation of enabling them install, maintain and repair the equipment thereof and shall not be entitled to charge the Developer and/or their assignee(s) as aforesaid any amount for the said rights or incidental thereto. The necessary covenant will be incorporated in the Deeds of Assignment/ Conveyance/ as the case may be.

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46. Further, Purchaser/s is/are also aware and acknowledges that by and under a Sanction Letter dated 8<sup>th</sup> May, 2019, Loan Agreement dated 28<sup>th</sup> June, 2019, between the Land Owner, the Developer and HDFC Bank Limited, the Developer has inter alia availed project finance facilities from HDFC Bank Limited upon the terms and conditions more particularly mentioned therein and against the mortgage of the Property by the Land Owner in favour of HDFC Bank Limited agreed to be executed and registered between the parties thereto.
47. The Purchaser is aware that the Land Owner inter alia has mortgaged all those pieces and parcels of land admeasuring 56,082.20 square meters out of the total area admeasuring 85,220 square meters excluding (i) an area admeasuring 22,279.80 square meters to be handed over to KDMC, (ii) an area admeasuring 2,095 square meters which is not in possession, (iii) an area admeasuring 4,763 square meters under road as more particularly provided in the Title Certificate in favour of HDFC Bank Ltd. by and under the Deed of Mortgage entered between Century Textiles and Industries Limited of the one part and HDFC Bank Ltd. of the other part and registered on 22<sup>nd</sup> November, 2019 with the Office of the Sub-Registrar of Assurances at KLN-4 under serial number 14724 of 2019 for securing the due repayment of the facility granted by HDFC Bank Ltd. as more particularly stated therein.
48. The Purchaser agrees and confirms that the Developer/Land Owner shall have the right to raise further finance / loan from any financial institution / bank / AIF or such other lending institution by way of mortgage / charge / securitization of receivables of the Apartment against security of the Property, subject to the rights of the Purchaser to the Apartment.
49. The Developer may at any time assign, transfer, convey in whole or in part, its rights in respect of the Project, subject to the rights of the Purchaser/s under this Agreement on such terms and conditions as the Developer may, in its sole discretion deem fit. On such transfer/assignment, such transferee/s shall be bound by the terms and conditions herein contained including covenants/conditions affecting the Property.

#### POSSESSION

50. The Developer shall hand over possession of the Apartment to the Purchaser/s, by **30.06.2024** ("Delivery Date"), PROVIDED that –

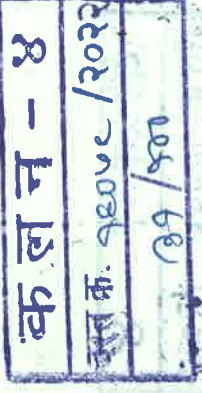


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- (a) Purchaser/s has/have not committed any default in making payments to the Developer of the respective installments of the Consideration on their due dates;
- (b) Purchaser/s is/are willing and ready to make full payment of all amounts/deposits payable to the Developer in terms of clause 4 and/or any other amounts /charges payable to the Developer under this Agreement; and
- (c) Prior to such date, the Purchaser/s is/are not in breach of any other terms and conditions of this Agreement.

51. However, the Delivery Date shall be automatically extended ("Extended Delivery Date"), if the completion of Building is delayed on account of war, flood, draught, fire, cyclone, pandemic, earthquake, or any other calamity caused by nature affecting the regular development in the Project; any specific stay or injunction order, notice, order, rule, notification of the Government, KDMC and/or other public or other Competent Authority or Court, Tribunal or Collector or any quasi-judicial body or authority or due to such mitigating circumstances as may be decided by the Authority.

52. The Parties herein agree and consent that the term mitigating circumstances in Clause 51 above shall include but not be limited to the non-availability of steel, cement, other building material, water or electric supply; any change in law, notifications and/or regulations levying any onerous condition on the Developer; and /or economic downturn or labour strikes, or if non delivery of possession is as a result of any notice, order, rule, regulation, direction or notification of the Government and/ or any other public or competent authority or statutory authority or Court of Law, Tribunal or High Power Committee or on account of delay in issuance of NOC's Licenses, Occupation Certificate, etc. or non-availability of essential amenities, services and facilities such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise or for any reason beyond control of the Developer. The Purchaser/s agrees/s to ignore reasonable delay in getting possession due to any of the abovementioned reasons and/or for any reason beyond the control of the Developer, as per the provisions of section 18 of RERA and further agree that in the event of any delay due to such mitigating circumstances, such delay shall not be construed as a breach on the part of the Developer and the Purchaser/s shall not be entitled to terminate the Agreement and/or ask for the refund of the amount paid by the Purchaser/s to the Developer.



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53. If the Developer, for any reason other than those stated hereinabove, is unable to give possession of the Apartment on the expiry of the Extended Delivery Date as specified in Clause 51 hereinabove, the Developer shall be liable to pay to the Purchaser/s interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum or such other rate as may be prescribed under the applicable laws per annum on all the sums already received from the Purchaser/s in respect of the Apartment, for the delayed period (i.e. beyond the Extended Delivery Date) till the date of intimation by the Developer to deliver possession of the Apartment.
54. Upon completion of the construction and the Developer obtaining the Occupation Certificate with respect to the Project, the Developer shall intimate the Purchaser/s of such completion and shall give a written notice of 18 days to the Purchaser/s to make the balance payments and to take possession of the Apartment. During the period of 18 days from the notice, the Purchaser/s may carry out the inspection of the Apartment through an independent architect. On or before the 18 days of the notice, the Purchaser/s shall take possession of the Apartment, within 18 (Eighteen) days of intimation by the Developer. The Purchaser/s shall, on expiry of the 18 (Eighteen) days, or upon receiving possession of the Apartment (whichever is earlier) ("**the Date of Possession**"), in consonance with this Agreement, and shall thereafter, not have or make any claim/s, against the Developer, with respect to any item of work alleged not to have been carried out or completed. The Purchaser/s expressly understand/s that from such date, the risk and ownership to the Apartment shall pass to the Purchaser/s. The Purchaser/s shall be liable to pay maintenance, outgoing and other charges, taxes from the date of Date of Possession (as defined above) irrespective as to whether Purchaser/s takes physical possession of the Flat or not. In case of non-payment, the Developer shall be entitled to exercise various rights, available under this Agreement. The Purchaser/s shall alone be responsible/ liable in respect of any loss or damage that may be caused to the Flat from the expiry of 18 days from the notice of possession.
55. The Purchaser/s agree that in the event that the Purchaser/s fail and/or neglect to take possession of the Apartment pursuant to the expiry of the notice of 18 days, then the Purchaser/s shall be liable to pay and the Developer shall be entitled to claim holding charges at the rate of Rs. 10/- (Rupees Ten Only) per sq. ft. carpet area of the Apartment for each such day of delay by the Purchaser/s in taking possession of the Apartment.



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The Purchaser shall not be permitted to carry out any interior work, furniture, fittings, fit-outs in the Apartment before the Date of Possession.

56. As soon as the Building of the Project is notified by the Developer as complete and offered possession of the Apartment to the Purchaser/s, the Purchaser/s shall pay to the Developer all balance installments of the Consideration (if any are pending) and all other amounts/deposits payable under this Agreement within 18 (Eighteen) days of receipt of such written notice served, however in any event prior to taking actual possession of the Apartment.

57. Without prejudice to the aforesaid, if the Purchaser/s make/s any unauthorized change or alteration or causes any unauthorized repairs in or to the Apartment or the Tower or Project before the Conveyance to the Apex Society or a period of 5 years from the date of possession, whichever is later, the Developer shall be entitled to call upon the Purchaser/s to rectify the same at his/her/his/their own cost and to restore the Flat or the Project to its original condition within 30 (thirty) days from the date of intimation by the Developer in that behalf. If the Purchaser/s does not rectify the breach within the such period of 30 (thirty) days, the Developer shall be entitled to claim damages from the Purchaser/s with respect to such unauthorized changes. In the alternative, the Developer may in its sole discretion decide to carry out necessary rectification /restoration to the Flat or the Project and all costs/charges and expenses incurred by the Developer for carrying out such rectification /restoration shall be reimbursed by the Purchaser/s. If the Purchaser/s fail/s to reimburse the Developer any such costs, charges and expenses within 15 (fifteen) days of demand by the Developer, the same would be deemed to be a charge on the Apartment and the Developer will be entitled to recover from the Purchaser/s all such costs, charges and expenses. The Purchaser hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Developer and the Owners from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Developer or which the Developer may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Apartment or the Project.

#### DEFECT LIABILITY

58. The Flat shall be constructed and completed in accordance with the sanctioned plans and specifications mentioned in this Agreement as modified from time to time, and if any structural defect in the Flat and/or defect in material used or damage caused by reason of workmanship in construction is

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brought to the notice of the Developer within a period of 5 (Five) years from the date of handing over possession in accordance with Section 14(3) of RERA, it shall wherever and/or whenever possible be rectified by the Developer without further charge to the Purchaser/s. However, Parties agree and confirm that the decision of the Developer's architect shall be final in deciding whether there is any actual structural defect to the Flat or defective material being used or regarding quality of workmanship of the construction.

59. If after the date on which the Purchaser/s has/have taken possession of the Flat, any damage due to wear and tear of whatsoever nature is caused to the Apartment (save and except the defects as mentioned in clause 58 above), the Developer shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Purchaser/s and the Purchaser/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

#### **ORGANIZATION OF PURCHASER/S, APEX BODY AND FINAL TRANSFER DOCUMENT**

60. The Developer shall take steps for the formation of one or more Societies under the Maharashtra Co-operative Societies Act, 1960 in respect of the Tower/s/Building/s (the "Organization") as per provisions of applicable law in respect to the project/s on the Property. The Organization of Purchaser/s shall be known by such name as the Developer may in its sole discretion decide for this purpose. It is agreed and understood by the Purchaser/s that the Developer may opt, at its own discretion, to form separate organization for each of the buildings/towers. Within 3 months from the date of Occupation Certificate in respect of the Tower/Building, the Land Owner and/or Developer shall execute a Deed of Conveyance/ deed of assignment or other transfer documents(s) in favour of the Organization ("Building Conveyance") in respect of only the structure of the Towers/Buildings (excluding basements and podiums of the Buildings) subject to the Land Owner/Developer's right (i) to dispose of unsold flats/premises, if any and receive the entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI, balance TDR and any additional further increase in FSI and TDR, additional FSI due to change in law or policies of any Authority on the / Property and (iii) to use all internal roads and all the facilities, amenities and services for such future and /or ongoing development or otherwise.

61. The Purchaser/s and the purchaser/s of the other flat/ premises shall join in the formation and registration of the Organization and for this purpose also from time to time sign and execute the application for registration and/or



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membership and all the necessary applications, documents and other papers and writings for the purpose of formation and registration of the Organization including the bye-laws of the Organization and duly fill in, sign and return to the Developer within 7 (seven) days of the same being forwarded by the Developer to the Purchaser/s. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies, as the case may be or any other Competent Authority.

62. It is agreed and understood by the Parties that the Developer may, in its sole, discretion form and register an apex organization ("Apex Body") comprising of the various organizations formed in respect of the Tower and/or other towers to be constructed on the Property including the Organization of Purchaser/s of the Tower referred to hereinabove after the occupancy certificate has been received for all buildings which form part of the Property. Within 3 months from the receipt of the occupation certificate for the last building constructed in the Property, the Land Owner and/or the Developer shall execute a Deed of Conveyance/assignment or such other transfer document in favour of the Organization/Apex Body in respect of all of their right, title and interest in the Property **SUBJECT TO AND EXCLUDING** the Building Conveyance and the portion of the Property admeasuring 27042 sq. mtrs which is to be handed over to the concerned authorities and also subject to the right of the Land Owner/Developer (i) to dispose of unsold flats/premises, if any, and receive of the entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in law or policies of any Authority on the Property; and (iii) to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise along with rights to manage and administer the common areas, amenities, facilities and infrastructures and the Property ("Land Conveyance").

63. All individual organization in respect of the towers/buildings constructed on the Property including the Organization of the Tower shall become the members of such Apex Body. At the sole discretion of the Developer, part or whole of the land of the Property and additional amenities and infrastructure including internal roads, in respect of the Property and such parts of the Tower which are excluded from the Building Conveyance may be conveyed to the Organization/Apex Body.

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64. The Purchaser/s hereby agree and undertake that the Purchaser/s along with other purchasers in the Organization/Apex Body shall be liable to pay all out of pocket expenses including stamp duty, registration charges, legal fees and all other applicable levies and taxes, administrative expenses on the Building Conveyance and Land Conveyance or any kind of document whereby ownership rights of the Towers/Buildings/ Property are transferred to the Organization/Apex Body.
65. Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Property or the Tower or any part thereof save and except the Apartment agreed to be sold to the Purchaser/s.
66. The Developer or its transferees, successors or assigns shall be admitted as member/s of the Organization of Purchasers to the extent of all unsold and/or unallotted premises, areas and spaces in the Project. The bye-laws, Articles of Association/Rules and Regulations of the Organization of Purchasers shall not contain any provision contrary to the provisions herein contained and the Purchaser/s shall not in any manner raise objection to such admission.
67. It is further expressly clarified, agreed and understood that the Purchaser/s and/or the Organization of Purchasers shall not raise any objection or dispute and/or claim any compensation, if the area permitted to be conveyed or transferred by the authorities is at variance with or is less than the area of the portion of the Property as stated in this Agreement, whether the same is consequent upon the setback line or area, DP reservations, amenity space etc., if any, and reserved portions of the Property being handed over and transferred to KDMC and/or the government or local bodies or authorities, of any other reason whatsoever.
68. A Deed of Conveyance or Deed of Assignment to be executed in respect of the Building in favour of the Organization or Declaration to be submitted under the RERA or other documents in favour of the Organization shall *inter alia* contain the following
- such provisions and covenants as may be necessary for giving effect to the restrictions mentioned herein as well as the restrictions which may be imposed by the Developer for safeguarding its overall interest in the Property and /or Property and the buildings;
  - a covenant by the Purchaser/s to indemnify and keep indemnified the Developer and the Owners against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein and therein;

  
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- (c) The right of the Developer to full and complete access of the Property for the construction of the additional structures/ towers/ floors as mentioned herein and to sell or otherwise transfer the same and appropriate the entire sale proceeds thereof and the obligation of the Organization to admit such purchaser of the Apartment comprised therein as its member without charging any additional amount;
- (d) The Developer shall be entitled to construct site offices/ sales lounge in the Property and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the Property or any portion thereof is conveyed/ assigned to the Purchaser/s and shall continue until the entire Property is developed;
- (e) Even after conveyance of the Building, the Developer shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any unit or building or plot which is still not sold or allotted and shall be allowed to do so without any restriction or entry of the building and development of common areas;
- (f) The Developer shall be permitted access and entry to the buildings and the common areas on the Property so as to discharge the obligations of the Developer under Section 14(3) of RERA;
- (g) The obligation of the Organization in respect of the Building to become a member of the Apex Body as and when formed;
- (h) The Developer shall provide a common office space of 47.28 sq. Mts. for the purpose of the Organization/s and/or Apex Body in the Project. Such office space shall be the common office space of all the Organization/s and/or Apex Body, including for the towers which may be constructed as a part of subsequent phases on the Property.

#### PARKING SPACES

69. The Purchaser/s is/are aware that as a part of the common areas and amenities, the Developer will be providing several parking spaces in the stilt level/podium of the Building for use by the purchasers/occupiers of the premises in the Building. At the request of the Purchaser/s, the Developer has allocated exclusively to the Purchasers the right to use the Parking Spaces at no additional cost/charge for the exclusive use of the Purchaser/s. The Purchaser/s is/are aware that the Developer has in the like manner allocated and shall be allocating other parking spaces to several purchasers/occupiers

  
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of premises in the Project and undertakes not to raise any objection in that regard and the rights of the Purchaser/s to raise any such objection shall be deemed to have been waived. The Purchaser/s hereby confirms warrants and undertakes to use the Parking spaces for the purpose of the parking vehicles only and not otherwise. The Developer hereby warrants and confirms to the Purchaser/s that upon formation of the Organization of Purchasers and execution of conveyances/ assignments/ transfers as the case may be, the Developer shall endeavour to cause such Organization of Purchasers to confirm and ratify the allocation of the Parking spaces in favour of the Purchaser/s and the Purchaser/s also hereby agree/s and confirm/s to provide all the necessary assistance to the Developer to cause the Organization of Purchasers not to alter or change the allocation of parking spaces (including the Car Parks) in the manner allocated by the Developer to the various purchasers/occupiers (including the Purchaser/s herein) of premises in the Tower. The Purchaser/s is aware that the allotment and right to use the Parking spaces will ultimately be subject to the decision of the Organization of Purchasers and will not hold the Developer responsible for any loss suffered or inconvenience caused if such allotment is ultimately cancelled or varied by the Organization of Purchasers.

70. The exact location and demarcation of the Parking spaces shall be at the sole discretion of the Developer and the same shall be intimated to the Purchaser/s at the time of handing over of possession of the Flat. The Purchaser/s agree/s that he/she/its/they shall not raise any dispute or objection as to the location and/or demarcation by the Developer of the Parking spaces.

#### **FACILITIES IN THE PROJECT LAND**

71. **Developer Facilities:**

The Developer shall provide to the Purchaser/s the common areas, amenities and facilities as more particularly described in the Third Schedule hereunder ("**Developer Facilities**").

72. **Land Owner Facilities:**

**(a) Play School and Day Care for Children:**

In the subsequent phase of the project, the Developer shall for the benefit and use of all purchasers of the premises in the Project and/or members of the Organization of Purchasers to be formed of the purchasers and allottees of premises in the Project, provide premises for a playschool and day care facility for children, which will be retained by the Land Owner as more particularly provided in the Third Schedule hereunder (hereinafter collectively referred to

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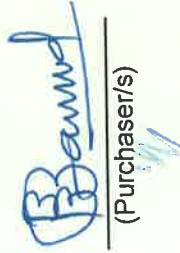
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as "Play School and Day Care Facility"). The Play School and Day Care Facility and the premises thereof will be owned and managed by the Land Owner or its transferees, assignees, lessees, licensees, contractors, managers, nominee or nominees or successors and assigns and the Land Owner shall become a member of the Organization/Apex Body in respect of the premises on which the Play School and Day Care Facility are situated. The Purchaser/s will be entitled to use the Play School and Day Care Facility, at the discretion of the Land Owner and subject to the payment of fees and other usage costs on the terms and conditions stipulated in that behalf by the Land Owner from time to time. Further, the Land Owner shall at his discretion be entitled to sell, transfer, lease, license or otherwise deal with the premises on which the Play School and Day Care Facility are situated and the Organization/Apex Body shall enter the name of such purchaser/transferee/lessee as the case may be in its records without any objection and without demanding any transfer charges for the same. Further, the Developer has informed the Purchaser/s and Purchaser/s has/have understood, agreed and confirmed that the Purchaser/s shall be given first preference to use the Playschool and Day Care Facility. The fee and all other monies received by the Land Owner for permitting use and enjoyment of the Playschool and Day Care Facility shall exclusively belong to and be appropriated by the Land Owner or its nominee or nominees, as the case may be. The fees/charges payable to the Land Owner by any of the Purchaser/s for use of the Playschool and Day Care Facility will not create any right, title or interest of whatsoever nature over the Playschool and Day Care Facility in favour of the Purchaser/s. All costs, charges and expenses, maintenance, repairs, renovation in respect of the Playschool and Day Care Facility and outgoings including the licenses for running such Playschool and Day Care Facility and all other taxes connected therewith shall be solely borne by the Land Owner and all rights of the Land Owner in respect of the Playschool and Day Care Facility as above shall be incorporated in the Deeds of Transfer/Assignment/ Conveyance/ Declaration/Deeds of Apartments in favour of the Organization of Purchasers.

**(b) Day Dispensary Facility:**

In the subsequent phase of the Project, the Developer shall for the benefit and use of all purchasers of the premises in the Project and/or members of the Organization of Purchasers to be formed of the purchasers and allottees of premises in the Project, provide premises for a day dispensary facility, or by such other name which will be retained by the Land Owner as more particularly provided in the Third Schedule hereunder (hereinafter collectively referred to as "Day Dispensary Facility"). The Purchaser/s will be entitled to use the

  
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Dispensary Facility, at the discretion of the Land Owner or its nominee/s and subject to the payment of fees and other usage costs on the terms and conditions stipulated in that behalf by the Land Owner from time to time. The Developer has informed the Purchaser/s and the Purchasers have understood, agreed and confirmed that the Day Dispensary Facility shall be for the exclusive use of the Purchaser/s. The premises on which the Day Dispensary Facility will be situated shall always and at all times belong to the Land Owner and the Land Owner may at its sole discretion transfer, sell, lease or otherwise dispose of the premises on which the Day Dispensary Facility are situated, to the respective persons/entities who are appointed by the Land Owner to run and provide such Day Dispensary Facility. The fee and all other monies received by the Land Owner for permitting use and enjoyment of the Day Dispensary Facility shall exclusively belong to and be appropriated by the Land Owner or its nominee or nominees, as the case may be. The fees/charges payable to the Land Owner by any of the Purchaser/s for use of the Day Dispensary Facility will not create any right, title or interest of whatsoever nature over the Day Dispensary Facility in favour of the Purchaser/s. All costs, charges and expenses, maintenance, repairs, renovation in respect of the Day Dispensary Facility and outgoing including the licenses for running such Day Dispensary Facility and all other taxes connected therewith shall be solely borne by the Land Owner or its nominee/s and all rights of the Land Owner in respect of the Day Dispensary Facility as above shall be incorporated in the Deeds of Transfer/Assignment/ Conveyance/ Declaration/Deeds of Apartments in favour of the Organization of Purchasers.

73. The Play School and Day Care Facility and the Day Dispensary Facility shall be collectively referred to as "Land Owner Facilities".
74. The Purchaser/s agree and confirm that even the purchasers of commercial premises in the Project shall be entitled to become members of the Organization/Apex Body. However, the maintenance payable by the purchaser/s of commercial premises in the Project shall not be the same as the maintenance payable by the purchaser/s of residential premises and the Purchaser/s shall not raise any claim, objection with respect to the maintenance either through himself or as a member of the Organization/Apex Body.
75. In relation to the Land Owner Facilities, the Land Owner or its transferees, assignee or successors and assigns shall be admitted to the membership of the Organization of Purchasers and the Purchaser/s shall not in any manner raise objection to such admission.



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76. The Purchaser/s agree/s and consent/s, to the appointment by the Developer of any agency, firm, corporate body, organization, association or any other person (hereinafter referred to as 'Facility Management Company') to manage, upkeep and maintain the Project together with the underlying portion of the Property, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer may be required to install, operate and maintain common areas, common amenities & facilities, car parking areas and open spaces. The Facility Management Company shall collect such fee which shall be on the actual expenses to be incurred towards such managements and maintenance activities. The Facility Management Company shall also be entitled, to collect the outgoing, provisional charges, taxes, levies and other amounts in respect of the Project including the Purchaser/s proportionate share of the outgoing. It is hereby clearly clarified, agreed and understood that the Facility Management Company, shall also be entitled to exercise their rights for collecting the charges and expenses mentioned herein, even after formation of the Organization of Purchasers. The Purchaser/s hereby grant their consent confirming such agreement / contract / arrangement that the Developer has or may have to enter into with the Facility Management Company. It is further expressly understood, that the Developer shall not in any manner be accountable, liable or responsible to any person including the Purchaser/s and/or Organization of Purchaser/s for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company and/or such other agency, firm, corporate body, organization, association or any other person/s in the due course of such maintenance, management and control of the Project and/or common areas and amenities & facilities thereto.

77. The Purchaser/s further agree/s and undertake/s to be bound on or before taking possession of the Apartment and from time to time thereafter to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Developer/ Facility Management Company, for the purposes of framing rules for management of the Project and use of the Apartment by the Purchaser/s for ensuring safety and safeguarding the interest of the Developer/ Facility Management Company and other purchasers of premises in the Project and the Purchaser/s also agree/s and confirm/s not to raise any disputes/ claims against the Developer / Facility Management Company and other purchasers of premises in this regard.

78. The Developer will be entitled to apply and obtain reduction in and/or refund of municipal and other taxes, cesses, assessments and levies on account of vacancy of unsold/un-allotted premises, if the Developer becomes liable to pay

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or has paid the same in respect of such unsold/un-allotted premises in the Project. If refund of any such taxes, cesses, assessments or other levies is made by the corporation or any other government, local or public body or authority to the Organization of Purchasers in respect of such unsold/un-allotted units and car parking spaces in the Project, then the Organization of Purchasers shall forthwith and without making any claim or demand or raising any objection or dispute whatsoever in respect thereof, pay over the same to the Developer, whether the Developer has demanded the same or not.

#### COVENANTS OF THE PURCHASER/S

79. The Purchaser/s with intention to bind himself/herself/themselves/itself and all persons / companies into whomsoever hands, the Apartment come and his/her/their/its successors in title / legal heirs, administrators and assigns, doth hereby, covenant with the Developer as follows –
- (a) To use the Flat or permit the same to be used only for residential purpose under the rules, regulations and byelaws of the Organization of Purchasers, KDMC and other concerned authorities;
  - (b) To maintain the Apartment at the Purchaser/s costs and expenses in good and tenantable repair and condition, from the date of possession of the Apartment being given by the Developer to the Purchaser/s, and shall not do or permit to be done anything in the Project and or to the staircases, landings, lobbies, passages, lifts and other common areas, amenities, facilities therein or pertaining thereto which may be against the rules, regulations or byelaws to be framed by the Organization of Purchasers or concerned authorities or change / alter or make additions in the Apartment or any part thereof, to the Building or any part thereof, and in the event of the Purchaser/s contravening any of the aforesaid provisions, the Purchaser/s shall be solely responsible for the consequences thereof;
  - (c) The Purchaser/s undertakes to install air-conditioner/s and grills only in the space defined/identified by the Developer, in the Flat, for the same, and shall strictly observe and comply with all the terms and conditions, if any, which may be imposed, by the Developer, in respect of the same;
  - (d) The name and address of the Project shall be known and displayed as "BIRLA VANYA". However, the Organization/Apex Body shall have



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such other name, in future, as per the sole discretion of the Developer, subject to the approval as applicable of the Assistant Registrar of Cooperative Societies, KDMC or any other concerned authorities. The name "BIRLA" shall not be used, either by the Purchaser/s or the Organization/Apex Body in any manner whatsoever, without the prior written approval and consent of the Land Owner/Developer.

- (e) The Purchaser/s undertake/s, not to make any structural alterations or additions of whatsoever nature, in the Apartment and/or change the exterior façade of the Building, floor lobby, common passage windows, elevation or the colour scheme, fittings, fixtures and other specifications in the common areas in the Project, or the tiling / layout in / of the compound of the Tower, or make any change in the landscaping, gardens or any part of the Property on which the Building has been constructed, in any manner, whatsoever, so as to alter the original appearance thereof, as provided by the Developer, at the time of giving possession;
- (f) Not to demolish or cause to be demolished, the Apartment or any part thereof including but not limited to any shear walls, nor at any time make or cause to be made any additions or structural alterations of whatever nature, in or to the Apartment or any part thereof, nor any alteration in the elevation and outside the Tower, and shall keep the Apartment, sewerages, pipes, drains in the Flat and appurtenances thereto, in good and tenable repair order and condition so as to support, shelter and protect other parts of the Project, and shall not chisel or in any other manner, damage the columns, inner or outer walls, beams slabs or RCC parrdis or the structural member of the Flat;
- (g) The Purchaser/s are aware that the Developer is using aluminum shuttering technology, widely known as Mivan Technology to construct the towers/structures in the Project and the Purchaser/s shall not in any manner damage, break, chisel any part of the structure, beams, slabs, etc. which are constructed using such technology.
- (h) Not to store in the Apartment, any goods, objects, materials which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Tower/Building, in which the Apartment is situated, or the storing of which goods, objects, or materials are prohibited by the Developer/ Organization of Purchasers /concerned authorities. The Purchaser/s, shall not carry or cause or

  
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permit to be carried heavy packages to upper floors which may damage or is likely to damage the staircases, common passages, entrances or lifts or any other structure or part of the Building in which the Apartment is situated nor damage any fire-fighting equipments or create any kind of hindrance whatsoever, by blocking fire exits / escapes etc. and in case if any damage is caused to the Tower/lifts or any part thereof and /or Apartment on account of the Purchaser/s or his/her/their/its servants, agents, contractors, workmen, employees, visitors or guests, the Purchaser/s shall be liable and responsible for all the consequences of the same, and the Purchaser/s shall become liable and responsible to pay for all the damages incurred and/or the loss caused or suffered;

- (i) To carry out at the Purchaser's own cost all repairs to the Apartment which may otherwise endanger the Tower/ Building, and in the event of the Purchaser/s doing or committing any act or deed in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof, to the Developer, Organization of Purchasers and /or concerned authorities;
- (j) Not to throw dirt, rubbish, garbage, rags or other refuse or permit the same to be thrown from the Flat into the compound or any portion of the Building or the Property or any part /portion thereof;
- (k) Not cause any nuisance, hindrance, disturbance and annoyance to other purchasers of premises in the Project or other occupants or users of the Tower, or visitors to the Tower, and also occupiers of any adjacent, contiguous or adjoining properties;
- (l) Pay to the Developer, within 18(eighteen) days of demand, by the Developer his/her/their/its share of deposits, if any, demanded by the concerned local authorities or government for giving water, drainage, electricity, telephone, gas or any other service/utility provided to the Apartment or Tower;
- (m) To bear and pay proportionate share of 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 authorities in relation to the Apartment and also for any increases thereof on account of change of user by the Purchaser/s or otherwise;



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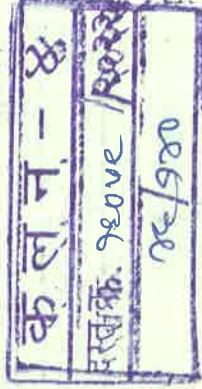
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- (n) Not to at any time demand partition of the Purchaser/s interest in the Flat;
- (o) The Purchaser/s shall permit the Developer and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Apartment or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Purchaser/s;
- (p) That the Purchaser/s shall observe and comply with all the rules, regulations and bye-laws which the Developer may specify and those which the Organization of Purchasers may adopt or frame at its/their inception and/or additions alterations or amendments thereto, that may be made from time to time, including those for the protection and maintenance of the Project and the Apartment therein, and for the observance, performance and compliance of the building rules and regulations and bye-laws for the time being of the concerned authorities. The Purchaser/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the Developer/ Organization of Purchasers regarding use of all common areas, amenities and facilities in the Project and the Purchaser/s shall pay and contribute regularly and punctually towards all the rates, rents, taxes, cesses, assessments, levies, expenses and all other outgoings payable in accordance with the terms and conditions of this Agreement;
- (q) Not do anything whereby the right, title and/or interest of the Developer/Land Owner to the Property or any portion thereof is affected in any manner;
- (r) Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, car parking space/s or other open spaces forming a part or appurtenant to the Flat in the Tower, without the prior written permission of the Developer / Organization of Purchasers /concerned authorities;
- (s) Not to hang clothes, garments or any other things from the windows, grills, balcony/ies, terrace/s appurtenant to the Flat;
- (t) To pay all the additional taxes, rates, assessments, levies etc. that may be levied by the concerned authorities in respect of the Apartment and also all amounts payable to the Developer in terms of this Agreement;

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(Purchaser/s)



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- (u) The Purchaser/s hereby agrees/s to pay all the amounts payable under this Agreement, as and when they become due and payable, time being the essence of this Agreement. Further the Developer is not bound to give any reminder notice regarding such payment and the failure thereof, shall not be a plea or an excuse for non-payment of any amount/s on their respective due dates;
- (v) The Purchaser/s hereby covenant/s with the Developer, to pay any amount/s required to be paid by the Purchaser/s as agreed under this Agreement and to observe and perform the covenants and conditions except so far as the same ought to be observed by the Developer;
- (w) Not do or permit to be done any act or thing which may render void or voidable any insurance of the Project and/or the Property or any part thereof, or whereby, or by reasons whereof, increased taxes/premium shall become payable; and
- (x) After possession of the Apartment is handed over to the Purchaser/s, the Purchaser/s shall insure the Apartment from any loss, theft, damage caused due to human intervention or due to any Act of God or other *Force Majeure* incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Developer shall not be responsible for any loss/damage suffered thereafter.
- (y) The Purchaser/s shall observe and perform all the rules and regulations which the Organization of Purchaser 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 Tower/ Building and the units therein and for the observance and performance of the buildings Rules, regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulation/s and conditions laid down by the Organization of Purchaser regarding the occupation and use of the Flat in the Tower/ Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

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- (z) The Purchaser/s is/are fully aware that there is a high tension electric line passing through the Property and the Purchaser/s hereby agree/s and confirm/s that he/she/they has/have no objection to the same. The Purchaser/s also hereby agree and confirm that the concerned authorities shall have access to the high tension electric line through the Property and that the Purchaser/s and/or the Organization/Apex Body shall not deny such access to the concerned authority/ies.
- (aa) The Purchaser/s is/are aware that the Maharashtra State Electricity Board has access to the Property to construct the sub-station on the Property and such portion of the Property on which such sub-station is to be constructed shall be given on lease to the Maharashtra State Electricity Board and such portion of land along with any other portion which is handed over to the concerned authority/ies shall not form a part of the Land Conveyance.
80. These covenants shall be binding and operative even after the formation of the Organization of Purchasers.

#### WAIVER

81. Any delay tolerated or indulgence shown by the Developer, in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance, or giving of time, to the Purchaser/s by the Developer, shall not be treated / construed / considered, as a waiver or acquiescence on the part of the Developer of any breach, violation, non-performance or non-compliance by the Purchaser/s of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement, nor shall the same in any manner prejudice, the rights / remedies of the Developer.

#### SET OFF/ ADJUSTMENT

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

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(Purchaser/s)



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83. The Purchaser/s agree that the Developer shall be entitled to adjust/set off any amounts received from the Purchaser/s first against the interest payable, secondly against any statutory dues and thereafter against any outstanding dues of the Purchaser/s or in such other manner as the Developer may decide from time to time. The Purchaser/s shall not raise any objections or make any claims with respect to the manner of adjustment/set off made by the Developer.

#### NOTICE

84. All notices to be served on the Purchaser/s as contemplated by this Agreement, shall be deemed to have been duly served, if sent to the Purchaser/s by Registered post with A/D, and/or under certificate of posting and/or Speed Post and/or Email at his/her/their/its address/es specified against the names above, and shall duly and effectually discharge the Developer, and shall be deemed to have been received by the Purchaser/s. The Purchaser/s agrees to inform the Developer in writing of any change in the mailing addresses as mentioned herein. In case of joint Purchaser/s all the communications shall be sent by the Developer to the first named Purchaser/s under this Agreement.

85. Any correspondence from or on behalf of the Purchaser/s address to the Developer shall be considered as duly served and acceptable only if such correspondence or communication has been done through or by Registered post with A/D, and/or under certificate of posting and/or Speed Post sent to the address of the Developer as specified under this Agreement. It is further informed that save and accept correspondence or communication done in the manner as stated hereinabove, no other mode of communication or correspondence like electronic mail shall be considered as legally binding between the parties, unless it is addressed to legal@birlaestates.com and not any other email ID.

86. If there is more than one Purchaser named in this Agreement, all obligations hereunder of such Purchaser/s shall be joint and several. All communications shall be sent by the Developer to the Purchaser/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the purchasers.

#### STAMP DUTY AND REGISTRATION CHARGES



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(Purchaser/s)

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87. All stamp duty, registration charges, out of pocket costs, such other charges and expenses incidental to this Agreement and GST or any other taxes whatsoever which are levied or become leviable, shall be borne and paid by the Purchaser/s alone. If due to any changes in government policy and by virtue of the same, if any additional stamp duty, registration charges and/or any other taxes / rates are levied, the same shall also be borne and paid by the Purchaser/s alone.
88. The Purchaser/s hereby declare/s that he/she/they/it has gone through this Agreement and all the documents relating to the Property / Project and has/have expressly understood the contents, terms and conditions of the same and the Developer has entered into this Agreement with the Purchaser/s relying solely on the Purchaser/s agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Purchaser/s to be observed, performed and fulfilled and complied with and therefore, the Purchaser/s hereby jointly and severally (as the case may be) agreee/s, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Developer and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser/s any injury to any property(ies) or persons(s); or death of person(s); or damages to any property(ies) howsoever arising related to the use and/ or occupation of the Flat and directly or indirectly as a result of the negligence, act and/ or omission of the Purchaser/s or his / her/ its agents, servants, tenants, guests, invitees and/ or any person or entity under his/its control; and Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the Flat.
89. The terms and conditions of this Agreement shall be binding on all transferee/s / assignee/s, from time to time, of the Apartment, which the respective Purchaser/s may sell, transfer / assign and shall be enforceable against all such transferees.

#### DISPUTE RESOLUTION

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(Purchaser/s)



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90. That all disputes and differences or claims arising out of, or in connection with, or relating to this Agreement, or in the interpretation of any provisions of this Agreement, or the breach, termination or invalidity hereof and the respective rights and obligations of the parties, between the Purchaser/s and the Developer ("Dispute"), shall be resolved between them through mutual discussions and amicable settlement.
91. The Purchaser/s hereby agree/s that if such Dispute is not resolved through such mutual discussions within 30 (Thirty) days after any Party has served a written notice on the other Party requesting the commencement of discussions, any Party shall refer such Dispute to the Maharashtra Real Estate Regulatory Authority. However, notwithstanding the aforesaid, in the event the Developer chooses to refer such Dispute to the Conciliation Forum formed by the Maharashtra Real Estate Regulatory Authority, the Purchaser/s hereby grants his/her/its irrevocable consent for such dispute to be referred to the aforesaid Conciliation Forum and the decision of the Conciliation Forum shall be binding upon the Purchaser/s. The conciliation proceedings shall be held in English language and the venue of the conciliation proceedings shall be at Mumbai.

#### GENERAL PROVISIONS

92. This Agreement shall supersede all earlier applications, discussions, documents, writings (whatsoever), etc. executed or exchanged by and between the Parties prior to the execution hereof which may be inconsistent with this Agreement. The Parties confirm/s agree/s and acknowledge/s that this Agreement represents and comprises the entire contract between them in respect of the subject matter hereof. The Purchaser/s hereby expressly admit/s, acknowledge/s and confirm/s that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained or given in any advertisement, leaflet or brochure, or in any correspondence or other writing or document, by the Developer and/or their agents to the Purchaser/s and or his/her/their agents, other than such terms, conditions and provisions as are contained or incorporated in this Agreement, shall be deemed to form part of this Agreement or to have induced the Purchaser/s to enter into this Agreement. No additions, deletions, amendments, alterations and/or modifications to/of any of the terms, conditions, stipulations or provisions of this Agreement, shall be valid, binding on or enforceable against either Party unless the same are recorded in writing and signed by or on behalf of the Parties as supplemental hereto.

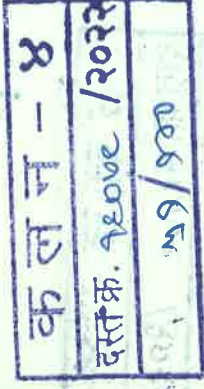


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(Birla Estates & CTIL)





93. **NON WAIVER**  
Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the Tower, Building, Project, Property, or any part thereof in favour of the Purchaser/s. The Purchaser/s shall have no claim, save and except in respect of the Apartment and all common areas, amenities and facilities specified in Third Schedule, will remain the property of the Land Owner/Developer until the formation of the Organization of Purchasers and transfer/assignment/conveyance of the Project and underlying portion of the Property in the manner provided hereinabove, as the case may be.
94. **Foreign Exchange Management Act, 1999**  
It is abundantly made clear to all the Purchaser/s who are Non-Resident / foreign nationals of Indian origin, that in respect of all remittances, acquisitions / transfer of the Apartment, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Purchaser/s understands and agrees, that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they /it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Developer/Land Owner accept no responsibility in this regard and the Purchaser/s agree/s to indemnify and keep the Developer and the Land Owner indemnified and saved harmless at his/her own costs, from any loss or damage caused to it for any reason whatsoever.
95. **Anti-Money Laundering**  
The Purchaser/s hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Purchaser/s under this Agreement towards the Apartment/Flat is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time

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(Purchaser/s)



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(collectively "Anti Money Laundering"). The Purchaser/s further declare(s) and authorize(s) the Developer to give personal information of the Purchaser/s to any statutory authority as may be required from time to time. The Purchaser/s further affirms that the information/details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Purchaser/s further agree(s) and confirm(s) that in case the Developer becomes aware and/or in case the Developer is notified by the statutory authorities of any instance of violation of Anti- Money Laundering, then the Developer shall at its sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination the Purchaser/s shall not have any right, title or interest in the Apartment/Fiat neither have any claim/demand against the Developer, which the Purchaser/s hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/termination, the monies paid by the Purchaser/s shall be refunded by the Developer to the Purchaser/s in accordance with the terms of this Agreement for Sale only after the Purchaser/s furnishing to the Developer a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Purchaser/s.

96. This Agreement and all annexures as incorporated into this Agreement by reference, constitute the entire agreement between the parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Developer, any agent, employee or representative of the Developer or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser/s or made available for the Purchaser's viewing. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous writings, agreements, deeds, documents including sales brochures, marketing materials, models, photographs, videos, emails, electronic messages, advertisements on outdoor hoardings, newspapers, radio, audio recordings and illustrations concerning the Apartment between the parties hereto.

97. The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.

98. No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial



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exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.

99. Notwithstanding anything contained under this agreement, the Purchaser/s has/ have expressly agreed, accepted and confirmed to pay/ reimburse to the Developer immediately as and when demanded by the Developer and/or to the appropriate authorities all the present/ future/ revised/ new Property/ Municipal Tax, Goods and Service tax, Education cess, Value Added Tax, W.C.T. tax, and/ or any other levies, taxes, cess, surcharge dues, duties, fine, penalty, interest, etc. which may be under any name or terminology payable and/ or may become payable due to change/ amendment in the existing laws, rules or due to implementation/ enactment of any new laws/ rules by the local bodies, State Government, Central Government or by any competent authorities. In determining such amount, the decision of the Developer shall be conclusive and binding upon the Purchaser/s. The Purchaser/s shall pay such amount in additions to any amount mentioned under this agreement or otherwise. On the Purchaser/s committing default in paying any of the amounts as aforesaid, the Developer shall be entitled at its own option to terminate this Agreement.
100. The Parties agree that until the completion of the Project the Purchaser/s shall not transfer/assign this Agreement or any of the rights contained herein without the prior written consent of the Developer. The Purchaser/s further agree that the terms contained in this Agreement shall continue to be applicable to any subsequent Purchaser/s of the Apartment, in case of a transfer/assignment.
101. The Purchaser/s hereby declares that he/she/they/it has perused this Agreement entirely and all the documents related to the Property and the Apartment and has expressly understood the contents, terms and conditions of the same and the Purchaser/s, after being fully satisfied, has entered and accepted this Agreement.
102. The Developer states that the Permanent Account Number allotted to it is AAHCB5831G.
103. The Land Owner states that the Permanent Account Number allotted to it is AAACC2659Q.
104. The Purchaser/s state/s that the Permanent Account Number allotted to him/her/it/them is **AJKPB2799L**.

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(Purchaser/s)



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**FIRST SCHEDULE ABOVE REFERRED TO**  
(Description of the Property)

All those pieces and parcels of land having area admeasuring 85,220 sq. mtrs., (excluding an area admeasuring 2,095 square meters) comprising of (i) Survey No. 16/1/5 (part), (ii) Survey No. 16/1 (part), (a portion admeasuring 48,490 sq.mtrs. has now been assigned CTS No. 1550/B, 1550D and 1653), (iii) Survey No. 17, (iv) Survey No. 18 and (v) Survey No. 218 of Village Shahad, Taluka Kalyan and District Thane and bounded as follows:

On or towards the North : Survey no. 19 (Open Land)  
 On or towards the South : Murbad Road, CTS. No. 1641 (Residential Buildings)  
 On or towards the East : Survey no. 16/2, Survey No. 22 and Survey No. 23 (Residential Buildings)  
 On or towards the West : Waldhuni River

**SECOND SCHEDULE ABOVE REFERRED TO**  
(Description of the said Premises)

Flat No. 3101 admeasuring 39.56 square mtrs carpet area and 2.04 square mtrs. of other useable areas aggregating to 41.60 square mtrs. of total useable area on 31st Floor in Aaral (Tower B) in 'Birla Vanya - Phase I' together with exclusive right to use open areas attached to the said Flat, proportionate share in the common areas, amenities & facilities of the said Project and the right to use 01 car parking spaces in the podium level of the said Building/Project, being constructed on the said Property more particularly described in the First Schedule referred above.



B. B. B. B.

(Purchaser/s)

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**THIRD SCHEDULE ABOVE REFERRED TO**  
**(List of Fittings, Fixtures, Amenities and Facilities, Common Areas and Specifications in respect of the Project)**

**I. DEVELOPER FACILITIES:**

**A. INTERNAL AMENITIES**

**1. BEDROOM(S)**

- i. Walls - Plastic Emulsion Paint
- ii. Flooring - Vitrified Tiles/Equivalent
- iii. Doors - Flush Door
- iv. Windows - Aluminium Anodised/Powder Coated windows
- v. Ceiling - Plastic Emulsion Paint
- vi. Electrical - Modular electrical switches of Legrand or equivalent
- vii. Others - Split A/Cs in all bedrooms (including the smaller bedroom of the 1.5 BHK flat)

**2. LIVING/DINING ROOM**

- i. Others - Split A/Cs in all bedrooms (including the smaller bedroom of the 1.5 BHK flat)
- ii. Walls - Plastic Emulsion Paint
- iii. Flooring - Vitrified Tiles/Equivalent
- iv. Doors Main Door - Wood Frame with flush door shutter with veneer polished
- v. Windows - Aluminium Anodised/Powder Coated windows
- vi. Ceiling - Plastic Emulsion Paint
- vii. Electrical - Modular electrical switches of Legrand or equivalent

**3. KITCHEN**

- a) Walls - Plastic Emulsion Paint
- b) Flooring - Vitrified Tiles/Equivalent
- c) Windows - Aluminium Anodised/Powder Coated windows
- d) Ceiling - Plastic Emulsion Paint
- e) Counter - Granite Top Platform with Stainless Steel Sink
- f) Modular Kitchen - Cabinets Lower and upper cabinets on both sides of counters
- g) Electrical - Modular electrical switches of Legrand or equivalent
- h) Others - Water Purifier, Exhaust Fan

**4. TOILETS / BATHROOM**

- a) Walls - Vitrified tiles/Equivalent - upto door height
- b) Flooring - Anti skid tiles/Equivalent

*B. Bhandari*

(Purchaser/s)



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- c) Doors - Flush Door
- d) Windows - Aluminium Anodised/Powder Coated louvered windows
- e) Ceiling - Plastic Emulsion Paint
- f) Electrical - Modular electrical switches of Legrand or equivalent
- g) Others - Premium Sanitary and CP fittings, Instant Geyser, Exhaust Fans for all bathrooms

#### 5. BALCONY/UTILITY

- a) Floor - Anti-Skid Tiles
- b) RAILING Living room - Laminated Glass with SS Top; Utility - MS railing

#### 6. SECURITY

- a) Home - Video Door Phone
- b) Club House- Biometrics
- c) Podium entrance & building lobby CCTV Cameras

### B. INTERNAL SPECIFICATIONS/AMENITIES:: IN THE BUILDING

#### 1. LIFT LOBBIES/ENTRANCE FOYER

- a) Walls - Texture Paint, Lift Jambes in Indian Marble
- b) Flooring & Dado Ground Floor - Indian Marble, Other Floors - Vitrified Tiles /Equivalent
- c) Doors- Fire Rated Doors for staircase
- d) Windows - Aluminium Anodised/Powder Coated louvered windows
- e) Ceiling - Ground Floor - False Ceiling, Other Floors - Plastic Emulsion Paint

#### 2. STAIRCASES

- a) Walls - Plastic Emulsion Paint
- b) Flooring - Epoxy paint on steps
- c) Ceiling - Plastic Emulsion Paint

#### 3. ELEVATORS

- a) Passenger – Lift 3 Nos per core
- b) Service Lift - 1 No per core

#### 4. EXTERNAL FAÇADE

- a) Walls -Textured Paint

#### 5. BACKUP GENERATOR

- a) DG Backup Power - For Common Areas
- b) Inverter (with Battery) One per flat, for 8 points

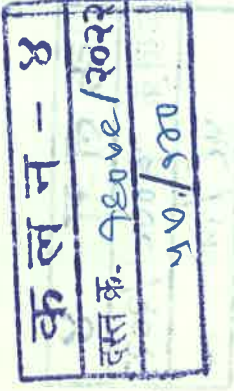
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(Purchaser/s)



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(Birla Estates & CTIL)



#### 6. FLOOR-TO-FLOOR HEIGHT

- a) F2F Height 2.90 metres

#### C. EXTERNAL AMENITIES

##### a. CLUBHOUSE

###### Phase 1 amenities

- Gymnasium
- Lounge Area
- Multipurpose Hall/Badminton Court + Banquet with pre function area
- Mini Theatre
- Salon
- Library
- Indoor Games - TT/Billiards/Cards/Carrrom
- Yoga/Meditation Room

###### Phase 2 amenities

- Swimming Pool (Lap pool) with aqua gym
- Kids' Pool Area
- Party Lawn
- Outdoor party garden

##### b. PODIUM AMENITIES

###### Phase 2 amenities

- Multi-purpose lawn/amphitheatre
- Play areas for children of different age groups
- Zen Garden/Lookout Deck Area
- Look Out Deck with Pavilion
- Interactive Floor Games - Hopscotch, Chess, Snakes & Ladders
- Putting Green Area
- Void Deck with amenities - Ping Pong table & Games Area
- 3 Generation Fitness Stations
- Foot Reflexology Path

#### LANDSCAPE AMENITIES

##### Phase 1 amenities

- Nature Trail
- Jogging/Cycling/Walking Track
- Flowering Garden



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- d) Herbs & Spice Garden
- e) Fruit Garden
- f) Multi-Purpose Open Green Space with amenities – Soccer (Football Zone) /Box Cricket/Picnic Area
- g) Skating Rink/Kids' Scooter Park
- h) Segway/Walking Trail
- i) Multi-purpose Court
- j) Kids' Natural Themed Playground
- k) Outdoor Fitness Stations

## II. LAND OWNER FACILITIES

1. Play school and Day Care for Children
2. Day Dispensary Facility



*Bannud*

(Purchaser/s)

*MR*

(Birla Estates & CTIL)



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**IN WITNESS WHEREOF** the Parties have executed this Agreement by the hand of their authorized signatories the day and year first hereinabove written.

**SIGNED AND DELIVERED** by the withinnamed Developer, by the hand of its Authorized Signatory Manas Sharma duly authorized vide Power of Attorney dated 15<sup>th</sup> November 2019

in the presence of

- 1 Akshay Ahire
- 2 AA

**SIGNED AND DELIVERED** by the withinnamed Land Owner by the hand of its Authorized Signatory Manas Sharma duly authorized under the Resolution of the Board of Directors passed at its meeting held on 8<sup>th</sup> day of November, 2019

in the presence of

- 1
- 2

**SIGNED AND DELIVERED** by the withinnamed Purchaser/s

- (a) Bhaudas Bramhadas Bansod

- (b)
- (c)
- d)

in the presence of

- 1 Vikrant Lokhande
- 2 Chhand

Bansod  
(Purchaser/s)



Ms  
(Birla Estates & CTIL)

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**Annexure "A"**  
(Details of the Purchaser/s)

The details of the Purchaser/s are as below:

Bhau Das Bramhadas Bansod, residing at RE/30, Russian Enclave, Near Officers Club, Hal Township, Ozar, Tal-Niphad Nashik-422207, Maharashtra, hereinafter referred as "Purchaser/s", (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, legal representatives, administrators and assigns) of the THIRD PART; (applicable in case where purchase is by an Individual)

For General Textiles and Industries Limited  
(through its division General Estates)

Authorized Signatory



Bansod

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Annexure B

**CREATIONS**

ENGINEERING DRAWINGS

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THE SEAL OF THE JOINT SUB REGISTRAR KALKAJI

श्री इंदर शर्मा

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**ANNEXURE - C**

**KALYAN DOMBIVALI MUNICIPAL CORPORATION, KALYAN**

**APPENDIX 'D-1'**

**FORM FOR SANCTION OF BUILDING PERMISSION AND COMMENCEMENT CERTIFICATE**

To,  
M/s. Century Rayon.  
P.O.A- Shri. K.T.Jithendran (C.E.O. Birla Estate)  
Architect - Smt. Shobhana Deshpande, Klayau(W.)  
Structural Engineer - Mr. Pravin T.Gala Consultants Pvt. Ltd, Mumbai

With reference to your application dated **12/07/2021** for the grant of sanction of Commencement Certificate under Section 44 of The Maharashtra Regional and Town Planning Act, 1966 read with Section 253 of Maharashtra Municipal Corporations Act, 1949 to carry out development work / Building on **C.T.S. 1653, 1550/B,D (S.NO.16/1pt, 1/5 pt), S.No.17, 18 & 218 Village Shahad** situated at Commencement Certificate/ Building Permit is granted under Section 45 of the said Act, subject to the following conditions:

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

Office No. **KDMC/TPD/BP/KD/2018-19/35/205**

Office Stamp

Date : **28/07/2021**

Yours faithfully,



*Agumun*

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

*Agumun*



*B Bawad*

*Ms*

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कल्याण डोंबिवली महानगरपालिका  
नगर रचना विभाग

अटी व शर्ती

सुधारीत बांधकाम परवानगी क्र: KDMC/TPD/BP/KD/2018-19/35/205

Dt - 28/07/2023

महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे कलम ४४ तसेच म.प्र. व न.र. अधिनियम १९६६ चे कलम ४५ नुसार मौजे-शहाड, सि.स.नं. १६५३, १५५०/ब, ड (स.नं.१६/१पै, १/५पै.) स.नं. १७, १८ व २१८ मध्ये ८३१२५.०० चौ.मी. क्षेत्राच्या भूखंडावर ८४७०३.३७ चौ.मी. बांधकाम सुधारीत बांधकाम परवानगी प्रदान करण्यात आलेली आहे. सद्यस्थितीत UDCPR नुसार Ancillary F.S.I., Premium F.S.I. चा विचार करून एकूण १,१६,१२०.३२ चौ.मी. बांधकाम क्षेत्राच्या भूखंडाचा विकास करावयास सुधारित बांधकाम करण्यासाठी केलेल्या दिनांक १२/०७/२०२१ च्या अर्जास अनुसरून खालील अटी व शर्तीस अधिन राहून, तसेच नकाशावर हिरव्या रंगाने दुरुस्ती दाखविल्याप्रमाणे "सुधारीत बांधकाम परवानगी" देण्यात येत आहे.

बांधकामाचा तपशील :-

- इमारत A - स्टिक्ट + सहा पोजियम (पार्किंग + अॅमेनिटी) + पहिला मजला ते बत्तीसावा मजला (रहिवास)
- इमारत B, C, E- स्टिक्ट (पै.), तळ(पै.) + सहा पोजियम (पार्किंग + रहिवास) + पहिला मजला ते बत्तीसावा मजला (रहिवास + वाणिज्य)
- इमारत F - स्टिक्ट + सहा पोजियम (पार्किंग + रहिवास) + पहिला मजला ते बत्तीसावा मजला (रहिवास)
- इमारत G - स्टिक्ट + सहा पोजियम (पार्किंग) + पहिला मजला ते बत्तीसावा मजला (रहिवास)
- इमारत D - स्टिक्ट (पै.), तळ(पै.) + सहा पोजियम (पार्किंग + रहिवास) + पहिला मजला ते सत्तविसावा मजला (रहिवास + वाणिज्य)
- क्लब हाऊस - स्टिक्ट + पहिला मजला

महापालिकेस हस्तांतरित करावयाचे बांधकाम -

इमारत क.१ तळमजला + पाहिला ते तिसरा मजला (वाणिज्य)  
इमारत क.२ तळमजला (वाणिज्य)

- १) एकत्रिकृत विकास नियंत्रण व प्रोत्साहन नियमावली (UDCPR) मधील विनियम क. २.८.३ नुसार प्रत्यक्ष जागेवर बांधकाम सुरु करणेपूर्वी बांधकाम मंजूरीचा फलक लावणे आपणांवर बंधनकारक राहिल.
- २) UDCPR मधील विनियम क.1.5 Savings मध्ये नमूद a to h बाबत शासनाच्या वेळोवेळी निर्गमित होणाऱ्या मार्गदर्शक सूचना आपणांवर बंधनकारक राहिल.
- ३) बांधकाम चालू करण्यापूर्वी सात दिवस आधी महापालिका कार्यालयात लेखी कळविण्यात यावे.



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- ४) UDCPR मधील Appendix-F नुसार वाडेभित व जोत्याचे बांधकाम झाल्यानंतर वास्तुशिल्पकाराचे प्रमाणपत्र महानगरपालिकेस सादर करण्यात यावे व त्यानंतरच पुढील बांधकाम करण्यात यावे.
- ५) सदर अभिन्यासात कोणत्याही प्रकारचा फेरफार पूर्व परवानगी घेतल्याशिवाय करू नये, तसे केल्याचे आढळून आल्यास सदरची विकास परवानगी रद्द समजण्यात येईल.
- ६) UDCPR मधील विनियम क्र. १२.१ ते १२.३ नुसार इमारतीच्या बांधकामाच्या सुरक्षिततेची (स्ट्रक्चरल सेफ्टी) जबाबदारी सर्वस्वी वास्तुशिल्पकार, Structural Engineer व परवानगीधारक यांचेवर राहिल, याची नोंद घ्यावी.
- ७) भूखंडाकडे जाण्या-येण्याच्या मार्गाची जबाबदारी संपूर्णपणे आपलेकडे राहिल. बांधकाम प्रारंभ प्रमाणपत्र नियोजित रस्त्याप्रमाणे दिले असल्यास त्या रस्त्याचे काम महानगरपालिकेच्या सोयी प्रमाणे व प्राधान्याप्रमाणे केले जाईल व तसा रस्ता होईपर्यंत इमारतीकडे येणा-जाण्याचे मार्गाची जबाबदारी सर्वस्वी आपली राहिल.
- ८) जागेत जुने भाडेकरू असल्यास त्यांच्याबाबत योग्य ती व्यवस्था करावयाची जबाबदारी मालकाची राहिल व मालक भाडेकरू यांचेमध्ये काही वाद असल्यास किंवा निर्माण झाल्यास त्याचे निराकरण मालकाने करणे आवश्यक राहिल.
- ९) सदर जागेत विहीर असल्यास ती संबंधित विभागाच्या परवानगी शिवाय बुजवू नये.
- १०) सदर जागेतून पाण्याचा नैसर्गिक निचरा होत असल्यास तो जलनिःसारण विभाग, (क.डॉ.म.पा.) च्या परवानगीशिवाय वळवू अथवा बंद करू नये.
- ११) बांधकामाचे साहित्य रस्त्यावर टाकावयाचे झाल्यास महापालिकेच्या बांधकाम खात्याची परवानगी घेणे आवश्यक राहिल व त्याकरीता नियमाप्रमाणे लागणारी रक्कम (दंड झाल्यास त्यासह रक्कम) भरावी लागेल तसेच निरूपयोगी साहित्य महापालिका सांगेल त्या ठिकाणी स्वखर्चाने वाहून टाकणे आपणावर बंधनकारक राहिल.
- १२) सदर जागेत बांधकाम करण्याबाबत पूर्वीची बांधकाम परवानगी असेल तर ती या बांधकाम परवानगीमुळे अधिकर्मीत (Supersede) झाला असे समजण्यात यावे.
- १३) रेखांकन प्रस्तावातील सर्व भूखंड रस्ते, खुल्या जागा, यांची प्रस्तावित नकाशाप्रमाणे जागेवर आखणी भूमी अभिलेख यांचेमार्फत करून घ्यावी व त्यांचेकडील प्रमाणित मोजणी नकाशाची प्रत, बांधकाम प्रमाणपत्र दिल्या तारखेपासून एक वर्षांचे आत सादर करावी.
- १४) भूखंडातील आरक्षित भाग समतल करून व वाडेभित्तीचे बांधकाम करून तसेच विकास योजना रस्ते रितसर नोंदीकृत करारनामा व खरेदीखतासह क.डॉ.म.पा.स विनामूल्य हस्तांतरित करावे.
- १५) वापर परवाना दाखला घेण्यापुर्वी कर विभाग, जलनिःसारण विभाग व मलनिःसारण विभाग, अग्निशमन विभाग, पाणी पुरवठा विभाग, उद्यान विभाग, क.डॉ.म.पा. यांचेकडील ना-हरकत दाखला बांधकाम नकाशासह सादर करणे आपणावर बंधनकारक राहिल.
- १६) जागेच्या मालकी हक्काबाबत काही वाद असल्यास अथवा निर्माण झाल्यास त्यांचे संपूर्ण निराकरण करण्याची जबाबदारी आपली राहिल.
- १७) ओल्या व सुक्या कचऱ्यासाठी स्वतंत्र कचराकुंड्यांची व्यवस्था करणे आपणावर बंधनकारक राहिल.
- १८) बांधकाम पूर्णत्वाचा दाखला घेणेपूर्वी कल्याण डोंबिवली महानगरपालिकेच्या निर्देशाप्रमाणे इमारतीत सौरदर्जा उपकरणे बसवून विद्युत विभागाकडील ना-हरकत विभागाकडील ना-हरकत करण्या-यांच्या मुद्रा करणे बंधनकारक राहिल.

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- १९) UDCPR मधील विनियम क्र. १३.३ नुसार भुखंडावरील इमारतीत रेन वॉटर हॉर्वेस्टिंगबाबत अंमलबजावणी करणे आपणांवर बंधनकारक राहिल.
- २०) वापर परवाना दाखला घेणेपूर्वी महसूल विभागाकडून गौणखनिज स्वामित्वधन रक्कम शासनास जमा केलेबाबतचा ना हरकत दाखला सादर करणे आपणांवर बंधनकारक राहिल.
- २१) वापर परवाना दाखल्यापूर्वी मा. जिल्हाधिकारी, यांचेकडील सनद सादर करणे आपणांवर बंधनकारक राहिल.
- २२) UDCPR मधील विनियम क्र. १३.४ नुसार ग्रे-वॉटर रिसायकलींग बाबत कार्यवाही करणे तसेच संबंधित विभागाचा ना हरकत दाखला सादर करणे आपणांवर बंधनकारक राहिल.
- २३) UDCPR मधील विनियम क्र. १३.५ नुसार घनकचरा व्यवस्थापना बाबत कार्यवाही करणे तसेच संबंधित विभागाचा ना हरकत दाखला सादर करणे आपणांवर बंधनकारक राहिल.
- २४) नकाशात हिरव्या रंगाने केलेल्या दुरूस्त्या आपल्यावर बंधनकारक राहतील.
- २५) इमारतीचे बांधकाम या सोबतच्या मंजूर केलेल्या नकाशांप्रमाणे आणि वरीलप्रमाणे घालून दिलेल्या अटींप्रमाणे करणे आपणांवर बंधनकारक राहिल.
- २६) सदर प्रकरणी चुकीची व अपुर्ण माहिती दिली असल्यास सदर बांधकाम परवानगी रद्द समजण्यात येईल.
- २७) इमारतीचे बांधकाम या सोबतच्या मंजूर केलेल्या नकाशांप्रमाणे आणि वरीलप्रमाणे घालून दिलेल्या अटींप्रमाणे करणे आपणांवर बंधनकारक राहिल.
- २८) प्रकरणी सदरहू भुखंडातील कचऱ्याची विल्हेवाट होणेसाठी आवश्यक की यंत्रणा/उपाययोजना करणे आपणांवर बंधनकारक राहिल.
- २९) प्रकरणी बांधकाम पुर्णत्वाचा दाखला घेणेपूर्वी ३०.०० मी. रुंद विकास योजना रस्ता व आ.क्र.२४२ 'वाहनतळ' या आरक्षणाने बांधित तसेच ऑमिनिटी क्षेत्राबाबत नोंदणीकृत करारनामा करून मालमत्ता विभागाकडील ताबा पावती सादर करणे आपणांवर बंधनकारक राहिल.
- ३०) प्रकरणी क.डॉ.म.पा.स हस्तांतरीत करावयाच्या बांधीव क्षेत्राबाबत D.P.R. तयार करून शहर अभियंता यांची मंजूरी घेणे बंधनकारक राहिल. त्यानुसार बांधकाम महापालिकेस हस्तांतरीत केल्यानंतर कन्स्ट्रक्शन ऑमिनिटी ह.वि.ह. नियमानुसार अनुज्ञेय करण्यात येईल.
- ३१) प्रकरणी आपण सादर केलेल्या पर्यावरण विभागाकडील ना-हरकत दाखल्यावरील सर्व अटी आपणांवर बंधनकारक राहतील.
- ३२) बांधकाम पुर्णत्वाचा दाखला घेणेपूर्वी महापालिकेस हस्तांतरीत करावयाचे बांधीव क्षेत्र महापालिकेस हस्तांतरीत करणे आपणांवर बंधनकारक राहिल.

टिप:- UDCPR नुसार वरीलपैकी आपणास लागू असलेल्या अटींची पूर्तता करणे आपणांवर बंधनकारक राहिल, याची नोंद घ्यावी.

इशारा:-मंजूर बांधकाम प्रस्तावाव्यतिरिक्त केलेल्या अनधिकृत फेरबदलांबाबत आपण महाराष्ट्र प्रादेशिक नियोजन व नगररचना अधिनियम, १९६६ मधील कलम-५१ ते ५७ च्या तरतूदी नुसार दखलपात्र गुन्ह्यास पात्र राहाल.



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बांधकाम परवानगीअंतर्गत भरण्यात आलेल्या रकमेचा तपशिल:

अ. क्र.	लेखाशिर्ष	रकम	पावती क्र./ दिनांक	यापूर्वीचा एकुण भरणा तपशिल	पावती क्र./ दिनांक	शेरा
१	ARI 020101	1,01,16,274/-	FI04/22536 28/07/2021			
२	ARI 020102					
३	ARI 020103	20,000/-	FI04/22536 28/07/2021			
४	ARI 020104	2,76,03,450/-	FI04/22536 28/07/2021			
५	ARI 020105					
६	ARI 020106					
७	ARI 020107					
८	ARI 020108					
९	ARI 020109					
१०	ARI 020110	4,78,97,500/-	FI04/22536 28/07/2021			
११	ASI 010304	94,25,100/-	FI04/22536 28/07/2021			
१२	ASI 010513	83,63,206/-	FI04/22536 28/07/2021			
१३	ASI 010518	1,01,16,274/-	FI04/22536 28/07/2021			
१४	ASI 010519	4,78,97,500/-	FI04/22536 28/07/2021			
	Total	16,14,39,304/-				

सहाय्यक संचालक नगरचर्चा, कलिंग  
कल्याण डोंबिवली महापालिका, कल्याण.

प्रत :-

- करनिर्धारक व संकलक क.डो.म.पा.कल्याण.
- प्रभाग क्षेत्र अधिकारी 'अ' प्रभाग क्षेत्र.



Bawnd

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1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
12	12	12	12



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**Annexure "D"**  
(Payment Schedule)

The Purchaser/s agrees to accept allotment/purchase from the Developer, the Flat No. 3101 in Aaral (Tower B) at or for the Consideration of Rs. 5414708.00 (Rupees Fifty Four Lakh Fourteen Thousand Seven Hundred And Eight Only ) to the Developer in the following manner:-

Instalment Name	Percentage	Instalment Amount
Booking Amount	10	541470.80
On receipt of OC	90	4873237.20



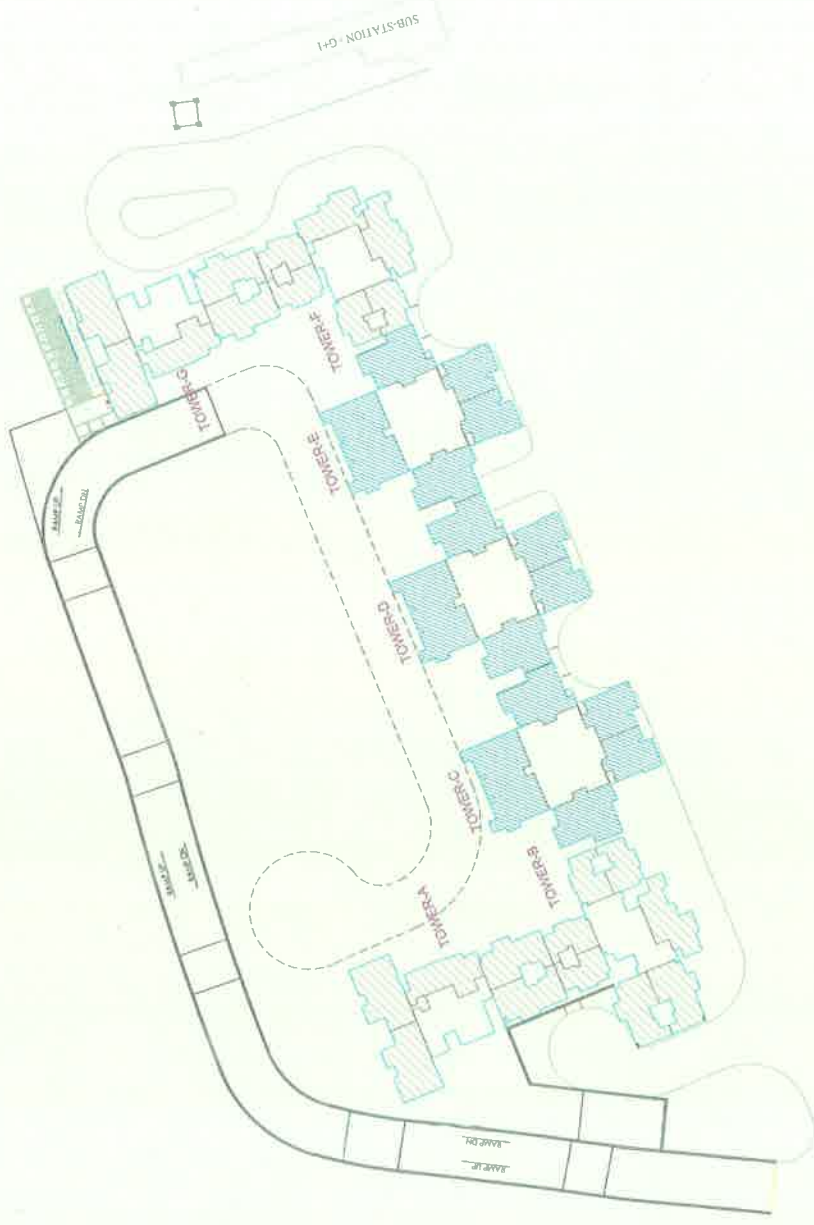
*Beaud*

*MR*



ANNEXURE - E

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PHASE 1 - SANCTIONED DEVELOPMENT FLOOR 1-32

PHASE 2 - SANCTIONED DEVELOPMENT FLOOR 33-32 (TOW C & E)



BLOCK PLAN

MA

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EXHIBIT 2

1984	1985
1986	1987
1988	1989
1990	1991
1992	1993
1994	1995
1996	1997
1998	1999
2000	2001
2002	2003
2004	2005
2006	2007
2008	2009
2010	2011
2012	2013
2014	2015
2016	2017
2018	2019
2020	2021
2022	2023
2024	2025



BLM 100-100000

ANNEXURE - F

**HARIANI & CO.**  
ADVOCATES AND SOLICITORS

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To,  
MahaRERA  
Maharashtra Real Estate Regulatory Authority,  
Housefin Bhavan, 6<sup>th</sup> and 7<sup>th</sup> Floor,  
E Block, Bandra Kurla Complex,  
Bandra (East), Mumbai 400 051.

LEGAL TITLE REPORT

Dear Sir,

**Re:** Title clearance certificate with respect to all those pieces and parcels of land admeasuring 89,738.29 sq. mtrs. (22 Acres and 7 Gunthas) comprising of (i) Survey No. 16/1/5 (part) (described as Survey No. 16/1/3/A as per the online 7/12 extract), (ii) Survey No. 16/1 (part) (described as Survey No. 16/1/A as per the online 7/12 extract), (a portion admeasuring 48,490 sq. mtrs. forming part of (i) and (ii) has now been assigned CTS Nos. 1550/B, 1550/D and 1653), (iii) Survey No. 17, (iv) Survey No. 18, and (v) Survey No. 218 of Village Shahad, Taluka Kalyan, District Thane (collectively referred to as "the said Land").

1. We have investigated the title of the said Land more particularly described hereinbelow on the request of Century Textiles & Industries Limited ("CTIL") and have perused the documents listed hereinbelow:

(1) Description of the said Land:

All those pieces and parcels of land admeasuring 89,738.29 sq. mtrs. (22 Acres and 7 Gunthas) comprising of (i) Survey No. 16/1/5 (part) (described as Survey No. 16/1/3/A as per the online 7/12 extract) admeasuring 0 Hectare 42 Ares, hereinafter referred to as "said Property No. 1", (ii) Survey No. 16/1 (part) (described as Survey No. 16/1/A as per the online 7/12 extract) admeasuring 4 Hectares 87.12 Ares, hereinafter referred to as "said Property No. 2", (a portion admeasuring 48,490 sq. mtrs. forming part of (i) and (ii) has now been assigned CTS Nos. 1550/B, 1550/D and 1653), (iii) Survey No. 17 admeasuring 1 Hectare 62.90 Ares, hereinafter referred to as "said Property No. 3", (iv) Survey No. 18 admeasuring 1 Hectare 43.70 Ares, hereinafter referred to as "said Property No. 4", and (v) Survey No. 218 admeasuring 0 Hectare 60.70 Ares, hereinafter referred to as "said Property No. 5" of Village Shahad, Taluka Kalyan, District Thane. The said Property Nos. 1, 2, 3, 4 and 5 are hereinafter collectively referred to as "said Land".

(2) The documents of allotment / purchase of the said Land perused by us:

- a. Copy of Sale Deed dated 23 October 1964 bearing registration No. KLN-2032 of 1964 executed between Shri Gulamali Gulam Hussain Maulvi and The Century Spinning and Manufacturing Co. Ltd., Proprietors of Century Rayon, in respect of portion admeasuring upto 1 Acre and 2 Gunthas out of land bearing Survey No. 16.

Bakhtawar, 7th Floor, Ramnath Goenka Marg, Nariman Point,  
Tel. 91-22-2278 0600 / 2202 2273 / 2204 1824 E-mail: mumbai@hariani.com  
MUMBAI • PUNE • GOA



*Bakhtawar*

*MC*

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- b. Original Sale Deed dated 10 February 1972 bearing registration No. KLN-216/1972 (new no. KLN-104/1976) executed between Shri Gulam Ahmed Gulam Ali Maulvi, Shri Abdul Razak Gulam Ali Maulvi, Smt. Khatijabibi Abdul Vahab Farid, Smt. Shajahan Begum Gulam Akbar Phangari, Mehrunnissa Abdul Mohasin Arab, Nazninbegum Hissamudin Fakh, Rashidabegum Jainuddin Maulvi, and Century Chemicals (Props: The Century Spinning and Manufacturing Co. Ltd.) in respect of land bearing Survey No. 16, Hissa No. 1 admeasuring 12 Acres and 2 Gunthas.
- c. Original Sale Deed dated 14 October 1981 alongwith copy of registration receipt bearing Registration No. K.L.N. 1002 of 1983 executed between Shri Gulam Ahmed Gulam Ali Maulvi, Shri Abdul Razak Gulam Ali Maulvi, Smt. Shajahan Begum Gulam Akbar Phangari, Mehrunnissa Abdul Mohasin Arab, Nazninbegum Hissamudin Fakh, Rashidabegum Jainuddin Maulvi, and Century Chemicals (Props: The Century Spinning and Manufacturing Co. Ltd.) in respect of the land bearing Survey Nos. 17, 18 and 218, totally admeasuring 9 Acres and 3 Gunthas.
- d. Original Development Agreement dated 3 April 2019 registered with the office of Sub-Registrar of Assurances at Kalyan - 1 under serial number 6126/2019 on 30 May 2019 and executed between CTIL and Birla Estates Pvt. Ltd.
- e. Original General Power of Attorney dated 3 April 2019, registered with the office of Sub-Registrar of Assurances at Kalyan - 1 under Serial number 6127 of 2019 and executed by CTIL in favour of Birla Estates Pvt. Ltd.
- f. Other documents as listed out in Section I of Annexure "A" hereto.
- (3) Ruled Card issued on 7 May 2018 for land bearing CTS Nos. 1550/B, 1550/D and 1653 reflects the name of "M/s. Century Rayon (a Division of Century Textiles Industries Limited)" (in Marathi) since 2 May 2018. Also, the online 7/12 extracts in respect of land bearing Survey No. 16/1/A, 16/1/A/3, 17, 18 and 218 reflect the name of "M/s. Century Rayon (a Division of Century Textiles and Industries Limited)" (in Marathi).
- (4) Search Reports for the said Land issued are as under:
- a. Search Report dated 10 May 2019 issued by Mr. Harish D. Mashelkar, Search Clerk, who has conducted searches in respect of the said Land for the years for the years 1972 to 2019 in the concerned offices of Sub-Registrar of Assurances.
- b. Search Report dated 11 May 2021 issued by Mr. Vishal Chitnis, who has conducted searches in respect of the said Land for the period from 1 January 2019 to 10-May 2021 in the concerned offices of Sub-Registrar of Assurances.
- c. General Search Report dated 4 July 2019 ("ROC Search Report") issued by M/s. Jaya Sharma & Associates, Practicing Company Secretaries, who has conducted online searches on the websites maintained by Ministry of Corporate Affairs ([www.mca.gov.in](http://www.mca.gov.in)) to identify any pending mortgages / charges created by CTIL on the said land. We dealt with only those mortgages / charges existing as on the date of this Report.





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2. On perusal of the above mentioned documents and all other relevant documents relating to the title to the said Land we are of the opinion that Century Textiles and Industries Limited is the owner of the said Land and its title to the said Land is clear and marketable and Birla Estates Private Limited is entitled to develop the same in terms of the Development Agreement read with General Power of Attorney both dated 3 April 2019, subject to what is stated in Annexure "A" and Annexure "A-1" (Encumbrances).
3. The report reflecting the flow of title of CTIL to the said Land and the steps undertaken for the investigation of such title is annexed herewith as Annexure "A". The encumbrances are listed out in Annexure "A-1". This Legal Title Report is at all times to be read in conjunction with what is stated in Annexure "A" and Annexure "A-1".

Dated this 25<sup>th</sup> day of June 2021.

For M/s. Hariani & Co.



Associate Partner

Encl.: Annexures.



M/s



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ANNEXURE "A"

SECTION I

(List of additional documents perused)

- a. Copy of Order dated 10 October 1964 issued by Assistant Collector of Thana Division permitting M/s. Century Rayon granting permission to purchase portion admeasuring upto 1 Acre and 2 Gunthas out of land bearing Survey No. 16 for non-agricultural and industrial purpose.
- b. Copy of Order dated 26 May 1971 bearing No. TNC/SR/49/71 issued by Sub-Divisional Officer of Thana Division under Section 63 of Bombay Tenancy and Agricultural Land Act ("BTAL Act") granting permission to M/s. Century Chemicals to purchase land bearing Survey No. 16, Hissa No. 1 admeasuring 12 Acres and 2 Gunthas for non-agricultural and industrial purpose.
- c. Copy of Order dated 14 September 1981 bearing No. TNC/SR/56/78 issued by Sub-Divisional Officer of Thana Division under Section 63 of Bombay Tenancy and Agricultural Land Act, 1948 granting permission to Abdul Razak Gulam Ali Maulvi to sell the land bearing Survey No. 17, 18 and 218 totally admeasuring 9 Acres and 3 Gunthas to Century Spinning and Manufacturing Company Limited.
- d. Copy of 7/12 extract for the year 2000 to 2016 in respect of land bearing Survey No. 16/1 (part).
- e. Copy of 7/12 extract for the year 2000 to 2016 in respect of land bearing Survey No. 16/1/5 (part).
- f. Copy of 7/12 extract for the year 2013 to 2016 in respect of land bearing Survey No. 17.
- g. Copy of 7/12 extract for the year 2013 to 2016 in respect of land bearing Survey No. 18.
- h. Copy of 7/12 extract for the year 2013 to 2015 in respect of land bearing Survey No. 218.
- i. Copy of Mutation Entries -
  - (i) In respect of land bearing Survey No. 16 (1) part - 439, 804, 1331.
  - (ii) In respect of land bearing Survey No. 16/1/5 part - 439, 669, 1331.
  - (iii) In respect of land bearing Survey No. 17 - 22, 320, 516, 517, 552, 1092, 1331.
  - (iv) In respect of land bearing Survey No. 18 - 122, 320, 516, 517, 552, 1092, 1331.
  - (v) In respect of land bearing Survey No. 218 - 1092, 1331.



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- j. Copies of Certificates dated 25 June 2012 and 4 January 2015 issued by Talathi, Shahad.
- k. Copies of Letters dated 2 November 2017 and 3 November 2017 issued by Tahsildar, Kalyan.
- l. Copy of Tenancy proceedings No.32-G/Shahad/1964 filed before Additional Tahsildar and Agricultural Land Tribunal ("ALT"), alongwith copy of Judgment and Order dated 6 May 1964 passed therein.
- m. Copy of Tenancy Appeal bearing No.4 of 2000 filed before Sub-Divisional Officer, Thane, alongwith copy of Order dated 22 May 2003 passed therein.
- n. Copy of Appeal bearing No. 32 of 2000 filed before Sub-Divisional Officer, Thane, alongwith copy of Order dated 22 May 2003.
- o. Copy of RTS Appeal No. bearing No. 18/2007 filed before Additional Collector, Thane, alongwith copy of Order dated 28 January 2013 passed therein.
- p. Copy of Property Register Cards / Ruled Cards for CTS Nos. 1550/B, 1550/D and 1653.
- q. Copy of the Board Resolution dated 12 May 2017 passed by Century Textiles and Industries Ltd.
- r. Copy of Deed of Mortgage dated 22 November 2019 registered with the office of Sub-Registrar of assurances at KLN - 4 under serial number 14724 of 2019 executed between Century Textiles and Industries Limited, therein referred to as the 'Mortgagor' of the One Part and HDFC Bank Ltd.
- s. Original Search Report dated 10 May 2019 issued by H.D. Mashelkar, Search Clerk, in respect of the said Land.
- t. Copy of Search Report dated 11 May 2021 issued by Mr. Vishal Chitnis, Search Clerk, in respect of the said Land.
- u. Copy of General ROC Search Report dated 4 July 2019 of CTIL issued by Jaya Sharma & Associates.
- v. Copy of Index of Charges available on the website of Ministry of Corporate Affairs ([www.mca.gov.in/](http://www.mca.gov.in/)) as on 2 June 2021.
- w. Copy of Writ Petition bearing No. 6523 of 2019 dated 2 May 2019 filed in the Hon'ble Bombay High Court by one Bholenath Undrya Kashelkar (Petitioner) against (i) Vishwanath Anant Phadke (Respondent No. 1), (ii) Gulam Ahmad Gulam Ali Maulavi (Respondent No. 2), (iii) Abdul Rajak Gulam Ali Maulavi (Respondent No. 3), (iv) Shehjan Begum Gulam Akbar Fungari (Respondent No. 4), (v) Maistisi Abdul Mohsin Arab (Respondent No. 5), (vi) Najneen Begum Hissamuddin Fuki (Respondent No. 6), (vii) Rashidabegum Jainuddin Maulavi (Respondent No. 7), (viii) Century Chemicals (Respondent No. 8), (ix) Sanjay Vasant Jogalekar (Respondent No. 9), (x) Prabhakar (Kiran) Krishnaji Jogalekar



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(Respondent No. 10) and (xi) Nayana Krishnaji Jogalekar (Respondent No. 11) and the Order dated 10 December 2019 passed therein by the Hon'ble Bombay High Court.

- x. Copy of Order dated 15 March 2018 passed by Dy. Superintendent, Land Record Kalyan.
- y. Copy of the Board Resolution dated 12 December 2017 passed by Century Textiles and Industries Ltd. and a Letter dated 21 December 2018 effecting the change of name from Birla Estates to Century Estates w.e.f. 21 December 2018.
- z. Copy of Certificate dated 5 April 2019 issued by Creations, Architects & Interior Designers, in respect of the said Land.
- aa. Copy of Letter dated 28 April 2021 addressed by M/s. Dangji & Associates, Chartered Accountants, to DSK Legal.
- bb. Copies of Property Tax Bill dated 6 May 2020 pertaining to the said Land bearing Property No. A01019853700 and receipt dated 18 January 2021 reflecting the payment thereof.
- cc. Copies of two Orders dated 9 July 2018 and 20 February 2019 passed by the Office of Tahsildar and Executive Magistrate, Kalyan, pertaining to determination of non-agricultural assessment tax on account of change of use of the said Land and the corresponding Challans reflecting the payments thereof.
- dd. Copies of online 7/12 extracts in respect of land bearing Survey Nos. 16/1/A/3, 16/1/A, 17, 18 and 218.
- ee. Copy of Lease Deed dated 30 May 2019 registered with the office of Sub-Registrar of Assurances, at Serial No. KLN-1/6136/2019, executed by CTIL (through its Division Century Estates) represented by its Power of Attorney holder Birla Estates Private Limited, in favour of Maharashtra State Electricity Distribution Company Limited in respect of a portion of land admeasuring 45 meters from and out of land bearing CTS No. 1653.
- ff. Copy of Affidavit cum Bond dated 31 August 2018 executed by CTIL, through its authorized signatory, Mr. K.T. Jithendran.
- gg. Copy of Letter dated 28 May 2021 addressed by CTIL to us.

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**SECTION II**  
(Flow of title)

On perusal of the original, photocopy, scanned copy or electronic copy, as the case may be, of documents mentioned/set out in Clause 1(2) of the Legal Title Report and Section I of this Annexure "A", the responses given by Century Textiles & Industries Limited ("CTL") to our requisitions from time to time, and the Letter dated 28 May 2021 addressed by CTL to us, we observe as follows:

1. In respect of land bearing Survey No. 16/1/5 (part) corresponding with Survey No. 16/1A/3 as per the online 7/12 extract ("said Property No. 1")
  - (i) From Mutation Entry No. 439 dated 8 May 1946, it appears that Vinayak Ganesh Vaidya was the owner of the land bearing Survey No 16. The said Vinayak Ganesh Vaidya alongwith others sold, transferred and conveyed the land bearing Survey No.16 and certain other properties to Gulamali Gulam Hussain Maulvi vide Sale Deed dated 4 March 1946. We have not been provided with a copy of the Sale Deed dated 4 March 1946.
  - (ii) By an order dated 10 October 1964, the Assistant Collector of Thana Division, granted permission under Section 63 of Bombay Tenancy and Agricultural Land Act, 1948 read with Rule 25 of the Bombay Tenancy and Agricultural Land Rules 1956 to Century Rayon, a Division of Century Spinning and Manufacturing Company Limited, (hereinafter referred to as "Century Rayon") for purchasing the land admeasuring 1 Acre and 2 Gunthas out of Survey No. 16 for non-agricultural and Industrial purpose with a condition that (1) the land should be used for non-agricultural and Industrial purpose only within one year from the date of the order, (2) the land should not be disposed of in any manner without prior permission of the Collector, (3) the purchaser should obtain N.A. permission from the Competent Authority before the land is used for non-agricultural purpose.
  - (iii) By and under a Deed of Sale dated 23 October 1964 bearing registration No. KLN 2032 of 1964 Gulamali Gulam Hussain Maulvi therein referred to as the Vendor conveyed and transferred two plots admeasuring 32 Gunthas and 10 Gunthas forming part of Survey No. 16 aggregating 1 Acre and 2 Gunthas in favour of Century Spinning and Manufacturing Company Limited (Proprietors of Century Rayon) therein referred to as the Purchaser for consideration mentioned therein. Pursuant to the aforesaid sale deed dated 23 October 1964, the name of The Century Spinning and Manufacturing Company Limited was mutated in 7/12 extract of land bearing Survey No. 16/1/5 (part) vide Mutation Entry No. 669 dated 8 June 1965. It appears on perusal of 7/12 extract for the period 2000 to 2016 that the land bearing Survey No.16 (part) admeasuring 1 Acre and 2 Gunthas purchased as aforesaid has been renumbered as Survey No.16, Hissa No.1/5 (part), i.e. said Property No.1.
  - (iv) From Mutation Entry No. 1331 dated 15 January 2013, it appears that pursuant to an application made for change of name from Century Spinning and Manufacturing Company Limited to Century Rayon (a Division of Century Textiles and Industries Limited) in the record of rights in respect of said Property No.1 alongwith other properties owned by it, the name of Century Rayon (a Division of Century Textiles and Industries Limited) accordingly has been recorded in place of Century Spinning and Manufacturing Company Limited.



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(v) It appears that the description of land bearing Survey No. 16/1/5 (part) was changed to Survey No. 16/1/A/3 as per the online 7/12 extract. However, no Mutation Entry has been reflected on the said online 7/12 extract through which such change was effected.

2. In respect of land bearing Survey No. 16/1 (part) corresponding with Survey No. 16/1/A as per the online 7/12 extract ("said Property No.2")

(i) From Mutation Entry No. 439 dated 8 May 1946, it appears that Vinayak Ganesh Vaidya was the owner of the land bearing Survey No 16. The said Vinayak Ganesh Vaidya alongwith others sold, transferred and conveyed the land bearing Survey No. 16 and certain other properties to Gulamali Gulam Hussain Maulvi vide Sale Deed dated 4 March 1946. We have not been provided with a copy of the Sale Deed dated 4 March 1946.

(ii) On perusal of Sale Deed dated 10 February 1972 bearing registration No. KLN-216/1972, it appears that Gulamali Gulam Hussain Maulvi the erstwhile owner had agreed to sell vide Agreement for Sale dated 1<sup>st</sup> March 1967, to Century Chemicals (Props: The Century Spinning and Manufacturing Co. Ltd, Bombay) land bearing Survey No. 16, Hissa No. 1 admeasuring 12 Acres and 2 Gunthas for the consideration mentioned therein. We have not been provided with a copy of the Agreement for Sale dated 1 March 1967.

(iii) On perusal of the Sale Deed dated 10 February 1972, it further appears that Gulamali Gulam Hussain Maulvi, the erstwhile owner, expired on 3 August 1968 at Kalyan leaving behind (1) Shri Gulam Ahmed Gulam Ali Maulvi, (2) Shri Abdul Razak Gulam Ali Maulvi, (3) Smt. Khatijabibi Abdul Vahab Farid, (4) Smt. Shajahan Begum Gulam Akbar Phangari, (5) Mehrunnissa Abdul Mohasin Arab, (6) Nazninbegum Hissamudin Fakhri, and (7) Rashidabegum Jainuddin Maulvi as his legal heirs and representatives in accordance with the law by which he was governed at the time of his demise. Accordingly, the aforesaid legal heirs became entitled to land bearing Survey No. 16/1 (part). We have not been provided with mutation entry recording the death of Gulamali Gulam Hussain Maulvi to verify the same.

(iv) By an Order dated 26 May 1971 bearing No. TNC/SR/49/71 the Sub-Divisional Officer of Thana Division granted permission under Section 63 of Bombay Tenancy and Agricultural Land Act, 1948 read with Rule 36 of the Bombay Tenancy and Agricultural Land Rules 1956 to Abdul Razak Gulam Ali Maulvi to sell the land bearing Survey No. 16, Hissa No. 1 (part) admeasuring 12 Acres and 2 Gunthas to M/s. Century Chemicals with a condition that (1) the land should be used for non-agricultural and Industrial purpose only within one year from the date of taking over the possession or within such time as may be extended by the Sub-Divisional Officer, (2) the land should not be disposed of in any manner without prior permission of the Collector, Thane (3) the purchaser should obtain N.A. permission from the Competent Authority before the land is used for Non-Agricultural Purpose.

(v) By and under a Sale Deed dated 10 February 1972 bearing registration No. KLN-216/1972, executed between (1) Shri Gulam Ahmed Gulam Ali Maulvi, (2) Shri Abdul Razak Gulam Ali Maulvi, (3) Smt. Khatijabibi Abdul Vahab Farid, (4) Smt. Shajahan Begum Gulam Akbar Phangari, (5) Mehrunnissa Abdul Monasin Arab, (6) Nazninbegum Hissamudin Fakhri, and (7) Rashidabegum Jainuddin Maulvi therein referred to as the Vendors and Century Chemicals (Props: The Century Spinning and Manufacturing Co. Ltd, Bombay) therein referred to as the



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Purchasers, the Vendors therein transferred and conveyed the land bearing Survey No. 16, Hissa No. 1 (part) admeasuring 12 Acres and 2 Gunthas to the Purchasers for the consideration mentioned therein. It further appears from aforesaid Sale Deed dated 10 February 1972 that the Sub Registrar had recorded an endorsement about receipt of Income tax certificate and the document was accordingly renumbered under registration No. KLN-104/1976 on 22 January 1976. Pursuant to aforesaid Sale Deed dated 10 February 1972, the name of Century Chemicals (Props: The Century Spinning and Manufacturing Co. Ltd., Bombay) was recorded vide Mutation Entry No.804 dated 9 August 1972 as the Purchaser in the record of rights of said Survey No. 16, Hissa No. 1.

(vi) From Mutation Entry No. 1331 dated 15 January 2013, it appears that pursuant to an application made for change of name from Century Spinning and Manufacturing Company Limited to Century Rayon (A Division of Century Textiles and Industries Limited) in the record of rights in respect of said Property No. 2 alongwith other properties owned by it, the name of Century Rayon (a Division of Century Textiles and Industries Limited) accordingly was recorded in place of Century Chemicals (Props: Century Spinning and Manufacturing Company Limited).

(vii) Though in the year 1980 the City Survey Scheme under Sections 122 and 126 of Maharashtra Land Revenue Code 1966 with respect to said Property No. 1 and said Property No. 2 was implemented, the Property Register Cards / Ruled Cards of the said Property No. 2 were not available. The Superintendent, Land Records, Kalyan vide order dated 28 September 2017 had directed reverification and inquiry with respect to said Property No. 1 and Property No. 2. Thereafter, Dy. Superintendent, Land Record Kalyan vide Order dated 15 March 2018 issued the Property Register Cards / Ruled Cards of all that piece and parcel of land admeasuring 48,490 sq. mtrs. bearing CTS No. 1550/B admeasuring 1910 sq. mtrs., CTS No. 1550/D admeasuring 960 sq. mtrs. and CTS No. 1653 admeasuring 45620 sq. mtrs. (hereinafter referred to as the "said Portion"). The said Portion forms a part of the said Property No. 1 and said Property No. 2. Accordingly, the name of Century Rayon (a Division of Century Textiles Industries Limited) appears in the Property Register Cards / Ruled Cards of the said Portion.

(viii) It appears that the description of land bearing Survey No. 16/1 (part) was changed to Survey No. 16/1/A as per the online 7/12 extract. However, no Mutation Entry has been reflected on the said online 7/12 extract through which such change was effected.

3. Survey Nos. 17, 18 and 218 (Property 3, 4 and 5 respectively)

(i) It appears that in the year 1939 or prior thereto the land bearing Survey No.17 ("said Property No. 3") and land bearing Survey No. 18 ("said Property No. 4") was owned by Sakharam Ganesh Phadke. It appears that thereafter Sakharam Ganesh Phadke sold the said Property Nos. 3 and 4 to Govind Ganesh Joglekar in the year 1939. The reference of the same is derived from partially illegible Mutation Entry No.320, which appears to have been recorded in the year 1939.

(ii) From Mutation Entry No. 439 dated 8 May 1946, it appears that Vinayak Ganesh Vaidya was the owner of the land admeasuring bearing Survey No 218 ("said Property No. 5"). The said Vinayak Ganesh Vaidya alongwith others sold, transferred and conveyed the land bearing Survey No. 218 and certain other properties to Gulamali Gulam Hussain Maulvi vide Sale Deed dated 4 March 1946. We have not been provided with a copy of the Sale Deed dated 4 March 1946.



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- (iii) From Mutation Entry No.516 dated 10 October 1952, it appears that Govind Ganesh Joglekar expired on 17 November 1949 leaving behind sons - (i) Vinayak Govind Joglekar, (ii) Vasant Govind Joglekar, and (iii) Krishnaji Govind Joglekar, and the name of Vinayak Govind Joglekar was recorded as Karta of Hindu Undivided Family in respect of said Property Nos.3 and 4.
- (iv) From Mutation Entry No. 517 dated 10 October 1952, it appears that as per Order bearing No. RTS-WS-432 dated 23 September 1952, and pursuant to statements made by (i) Vinayak Govind Joglekar for self, (ii) Vasant Govind Joglekar, and (iii) Krishnaji Govind Joglekar, the name of Yashodabai Sakharam Phadke was recorded in record of rights of said Property Nos. 3 and 4. A copy of aforesaid order is not made available for perusal.
- (v) From Mutation Entry No. 22 dated 9 October 1953, it appears that Pandu Undrya Kashelkar was cultivating the said Property Nos. 3 and 4 and accordingly his name was recorded as a protected tenant as per provisions of Bombay Tenancy and Agricultural Land Act, 1948 ("BTAL Act").
- (vi) From Mutation Entry No.552 dated 17 October 1957, it appears that the possession of said Property Nos. 3 and 4 was taken by landlady Yashodabai Sakharam Phadke from the tenant Pandu Undrya Kashelkar and the name of Pandu Undrya Kashelkar was deleted from the revenue records of said Property Nos. 3 and 4 pursuant to an Order dated 4 October 1957 passed in Tenancy Case No.825/1957. It appears that the name of Pandu Undrya Kashelkar was deleted on account of default in payment of rent in furtherance of Order dated 4 October 1957 passed in Tenancy Case No.825/1957. We have not been provided the copies of said Order dated 4 October 1957. The reference of the same is derived from the copy of Order dated 6 May 1964 passed by Additional Tahsildar and ALT in Tenancy proceedings No.32-G/Shahad/1964. As per letter dated 2 November 2017 and 3 November 2017 issued by Tahsildar, Kaiyan, the Mutation Entry register containing Mutation Entry No. 552 available with Talathi, Shahad is not legible.
- (vii) On perusal of Order dated 6 May 1964 passed by The Additional Mamlatdar and Agricultural Land Tribunal, Kaiyan ("ALT") in Tenancy proceedings No.32-G/Shahad/1964, it appears that an application under Section 32-G of Bombay Tenancy and Agricultural Land Act, 1948 ("BTAL Act") was filed in the year 1964 by Undrya Pandu Kashelkar (who was legal heir of erstwhile tenant Pandu Undrya Kashelkar), for determination of purchase price in respect of said Property Nos.3 and 4, and that the same was disposed off, thereby dropping the said proceedings under Section of 32-G of BTAL.
- (viii) Yashodabai Sakharam Phadke sold the said Property Nos.3 and 4 to Gulamali Gulam Hussain Maulvi in the year 1966. The said transaction in respect of said Property Nos.3 and 4 was recorded vide Mutation Entry No. 712 in the record of rights. The copy of Mutation Entry No. 712 is not available for perusal. As per certificate dated 04 January 2015 issued by Talathi of Village Shahad, the original Mutation Entry register including Mutation Entry No. 712 has been destroyed in the flood of 25 and 26 July 2005 and therefore extract of same cannot be provided. The reference of the same is derived from Order dated 22 May 2003 passed in Tenancy Appeal No. 4 of 2000 passed by Sub Divisional Officer, Thane as mentioned in Paragraph 3(xiv) below.

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(ix) Gulamali Gulam Hussain Maulvi expired on 3 August 1968 at Kalyan leaving behind (1) Shri Gulam Ahmed Gulam Ali Maulvi, (2) Shri Abdul Razak Gulam Ali Maulvi, (3) Smt. Khatijabibi Abdul Vahab Farid, (4) Smt. Shajahan Begum Gulam Akbar Phangari, (5) Mehrunnissa Abdul Mohasin Arab, (6) Nazninbegum Hissamudin Fakh, and (7) Rashidabegum Jainuddin Maulvi, and whose names appear to have been recorded vide Mutation Entry No. 781 in the record of rights of said Property Nos. 3 and 4. The copy of Mutation Entry No. 781 is not available for perusal to ascertain the details of legal heirs. As per certificate dated 04 January 2015 issued by Talathi of Village Shahad, the original Mutation Entry register including Mutation Entry No. 781 has been destroyed in the flood of 25 and 26 July 2005 and therefore extract of same cannot be provided. The reference of the same is derived from copy of Sale Deed dated 10 February 1972.

(x) On perusal of Sale Deed dated 14 October 1981, it appears that vide an Agreement for Sale dated 10 February 1972 registered under serial No. KLN-217/1972, (1) Shri Gulam Ahmed Gulam Ali Maulvi, (2) Shri Abdul Razak Gulam Ali Maulvi, (3) Smt. Shajahan Begum Gulam Akbar Phangari, (4) Mehrunnissa Abdul Mohasin Arab, (5) Nazninbegum Hissamudin Fakh, (6) Rashidabegum Jainuddin Maulvi, Vendors therein had agreed to sell to Century Chemicals (Props: The Century Spinning and Manufacturing Co. Ltd., Bombay) the said Property Nos. 3, 4 and 5, having total area admeasuring 9 Acres and 3 Gunthas for the consideration mentioned therein. We have not been provided with the copy of the Agreement for Sale dated 10 February 1972 for perusal.

(xi) By an Order dated 14 September 1981 bearing No. TNC/SR/56/78 the Sub-Divisional Officer of Thana Division granted permission under Section 63 of Bombay Tenancy and Agricultural Land Act, 1948 read with Rule 36 of the Bombay Tenancy and Agricultural Land Rules 1956, to Abdul Razak Gulam Ali Maulvi to sell the said Property No. 3 admeasuring 4 Acre 1 Guntha, the said Property No. 4 admeasuring 3 Acre 22 Gunthas and the said Property No. 5 admeasuring 1 Acre 20 Gunthas, total area admeasuring 9 Acres and 3 Gunthas to the Century Spinning and Manufacturing Company Limited with a condition that (1) the land should be used for discharge of effluents only, (2) The Company should not construct any structure on the land, (3) Company to obtain prior permission from the Water Pollution Board before starting the use of land, (4) the land should not be disposed of without prior permission of the Collector, Thane, (5) the land should be used for discharge of effluents within one year from the date of taking over the possession or within such time as may be extended by the Sub-Divisional Officer.

(xii) By and under a Sale Deed dated 14 October 1981 bearing registration No. 1594 dated 14 October 1981, executed by (1) Shri Gulam Ahmed Gulam Ali Maulvi, (2) Shri Abdul Razak Gulam Ali Maulvi, (3) Smt. Shajahan Begum Gulam Akbar Phangari, (4) Mehrunnissa Abdul Mohasin Arab, (5) Nazninbegum Hissamudin Fakh, (6) Rashidabegum Jainuddin Maulvi, therein referred to as the Vendors in favour of Century Chemicals (Props: The Century Spinning and Manufacturing Co. Ltd., Bombay) therein referred to as the Purchasers, transferred and conveyed the said Property No. 3 admeasuring 4 Acre 1 Guntha, the said Property No. 4 admeasuring 3 Acre 22 Gunthas and the said Property No. 5 admeasuring 1 Acre 20 Gunthas, total area admeasuring 9 Acres and 3 Gunthas. It further appears from aforesaid Sale Deed dated 14 October 1981 that the Sub Registrar had recorded an endorsement that Income Tax Certificate under section 230 A of Income Tax Act, 1961 etc. are received and the document accordingly was renumbered with registration No. bearing KLN-1982 dated 18 April 1983. Pursuant to aforesaid Sale Deed dated 14 October 1981, the name of The Century Spinning



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and Manufacturing Company Limited was mutated in the 7/12 extract of said Property Nos. 3, 4 and 5 vide Mutation Entry No. 1092 dated 21 December 1991.

(xiii) On perusal of aforesaid Sale Deed dated 14 October 1981, it appears that Khatijabibi Abdul Vahab Farid who was one of the legal heirs of deceased Gulamali Gulam Hussain Maulvi as per Sale Deed dated 10 February 1972 in respect of said Property No. 2, was not joined as a Vendor to the Sale Deed dated 14 October 1981.

(xiv) It appears that Undrya Pandu Kashelkar had filed Tenancy Appeal No. 4 of 2000 before Sub Divisional Officer, Thane challenging the Order dated 6 May 1964 passed by Tahsildar and ALT in Tenancy Case No. 32-G/Shahad. The said appeal filed was dismissed by Sub Divisional Officer, Thane vide its Order dated 22 May 2003.

(xv) It appears that Undrya Pandu Kashelkar had also filed RTS Revision Appeal No. 32 of 2000 before Sub Divisional Officer, Thane challenging the Mutation Entry No. 552. The said appeal was dismissed by Sub Divisional Officer, Thane vide its Order dated 22 May 2003.

(xvi) Bholenath Undra Kashelkar, legal heir of Undrya Pandu Kashelkar thereafter filed RTS Appeal No. 18 of 2007 before Additional Collector, Thane challenging the order dated 22 May 2003 passed by Sub Divisional Officer, Thane in RTS Revision Appeal No. 32 of 2000. The Hon'ble Additional Collector vide his Order dated 28 January 2013 dismissed the appeal and confirmed the order dated 22 May 2003 passed in RTS Revision/Appeal No. 32/2000 as well as confirmed Mutation Entry No. 552.

(xvii) From Mutation Entry No. 1331 dated 15 January 2013, it appears that pursuant to an application made for change of name from Century Spinning and Manufacturing Company Limited to Century Textiles and Industries Limited in the record of rights in respect of said Property Nos. 3, 4 and 5 alongwith other properties owned by it, the name of Century Rayon (a Division of Century Textiles and Industries Limited) accordingly was recorded in place of Century Spinning and Manufacturing Company Limited.

4. Common devolution of the said Land:

(i) By a Board Resolution passed at a meeting of the Board of Directors of the Century Textiles and Industries Ltd. dated 12 May 2017, the Board resolved that the said Land admeasuring 89,738.29 sq. mtrs i.e., 22 Acres and 7 Gunthas (comprising of the said Property No. 1, said Property No. 2, said Property No. 3, said Property No. 4 and said Property No. 5) be transferred from Century Rayon Division to the Birla Estates Division of Century Textiles and Industries Limited for development of land.

(ii) By a Board Resolution passed at a meeting of the Board of Directors of the Century Textiles and Industries Ltd. dated 12 December 2017, the Board resolved that the name of the "Birla Estates" Division of Century Textiles and Industries Ltd. be changed to "Century Estates" Division of Century Textiles and Industries Ltd., with effect from 1 April 2018. of such other extended date as may be decided by the CEO of the aforesaid Division. Vide a letter dated 21 December 2018, CEO of Birla Estates Division has given effect to the change of name from Birla Estates to Century Estates with effect from 21 December 2018.



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(iii) By and under an Affidavit cum Bond dated 31 August 2018, CTIL (represented by its authorized signatory, Mr. K.T. Jithendran) *inter alia* declared that there are no subsisting actions and orders pertaining to the Urban Land (Ceiling and Regulation) Act, 1976 with respect to the said Land.

(iv) By and under a Development Agreement dated 3 April 2019 ("said Development Agreement"), registered with the office of Sub-Registrar of Assurances at Kalyan - 1 under serial number 6126 of 2019 on 30 May 2019 and executed between Century Textiles and Industries Limited, therein referred to as 'CTIL' or the 'Owner' of the First Party and Birla Estates Private Limited, therein referred to as 'BEPL' or the 'Developer' of the Second Party, CTIL granted exclusive development rights in respect to the said Land in favour of Birla Estates Private Limited ("BEPL") for the consideration and on the terms and conditions as are more specifically mentioned therein. We have been informed that the said Development Agreement and the said GPOA (defined below) is valid and subsisting.

(v) By and under a General Power of Attorney dated 3 April 2019, registered with the office of Sub-Registrar of Assurances at Kalyan - 1 under serial number 6127 of 2019 ("said GPOA") and executed by Century Textiles and Industries Limited, therein referred to as the 'Owner' in favour of Birla Estates Private Limited, therein referred to as the 'Developer', CTIL irrevocably nominated, constituted and appointed BEPL at its attorney and granted certain powers to BEPL with respect to the said Land and in pursuance of the said Development Agreement as are more specifically stated therein.

(vi) By and under a Lease Deed dated 30 May 2019 registered with the office of Sub-Registrar of Assurances, at Serial No. KLN-1/6136/2019, CTIL (through its Division Century Estates) represented by its Power of Attorney holder Birla Estates Private Limited, CTIL granted lease in respect of a portion of land admeasuring 45 meters from and out of land bearing GTS No. 1653 in favour of Maharashtra State Electricity Distribution Company Limited for the period of 99 years commencing from the date of registration of the said Lease Deed, i.e. 30 May 2019, on the terms and conditions stated therein.

(vii) By and under a Deed of Mortgage dated 22 November 2019 registered with the office of Sub-Registrar of assurances at KLN - 4 under serial number 14724 of 2019 executed between Century Textiles and Industries Limited, therein referred to as the 'Mortgagor' of the One Part and HDFC Bank Ltd., therein referred to as HDFC, therein collectively referred to as the Mortgagee/Lender/Bank of the Other Part, CTIL mortgaged in favour of the Mortgagee therein, as and by way of security for the loan of Rs. 200,00,00,000/- (Rupees Two Hundred Crore Only) availed of from the Mortgagee therein, all those pieces and parcels of land admeasuring 56,082.20 sq. mtrs. out of the total area admeasuring 85,220 sq. mtrs., excluding (i) an area admeasuring 22,279.80 sq. mtrs. to be handed over to KDMC, (ii) an area admeasuring 2095 sq. mtrs. which is not in possession, (iii) an area admeasuring 4763 sq. mtrs. under road as evidenced by Approval Plan dated 29 October 2018 and an Architect's Certificate dated 5 April 2019, land bearing (i) CTS No. 1550/B admeasuring 1910 sq. mtrs. CTS No. 1550/D admeasuring 960 sq. mtrs., CTS No. 1653 admeasuring 45620 sq. mtrs. forming part of Survey No. 16, Hissa No. 1A admeasuring 4 Hectare and Survey No. 16, Hissa No. 1/A/3 admeasuring 1 Hectare 42 Ares, (ii) Survey No. 17 admeasuring 1 Hectare 62.90 Ares, (iii) Survey No. 18 admeasuring 1 Hectare 43.70 Ares, (iv) Survey No. 218 admeasuring 0 Hectare 66.70 Ares, situated at Village Shahad,



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Taluka Kalyan, Registration Sub-District Kalyan, District Thane together with all the buildings and structures under development and first and exclusive charge on all the current assets of CTIL's Birla Vanya/ Kalyan Project, on the terms and conditions as are more specifically mentioned therein. We observe that the Schedule to the aforesaid Deed of Mortgage erroneously describes (i) Survey No. 17 as admeasuring 1 Hectare 62.30 Ares and (ii) Survey No. 218 as admeasuring 0 Hectare 62.90 Ares.

- (viii) We have been provided with copies of Property Tax Bill dated 6 May 2020 pertaining to the said Land bearing Property No. A01019853700 and receipt dated 18 January 2021 reflecting the payment thereof.
- (ix) We have been provided with copies of two Orders dated 9 July 2018 and 20 February 2019 passed by the Office of Tahsildar and Executive Magistrate, Kalyan, pertaining to determination of non-agricultural assessment tax on account of change of use of the said Land and the corresponding Challans reflecting the payments thereof.
- (x) A portion out of the said Land is under certain reservations and the balance area available for development is approximately 22,765.02 square meters. In pursuance of the Development Agreement, the Developer is in the process of carrying out development on such available portion out of the said Land in a phase-wise manner. Out of these phases, the Developer has commenced construction of Phase I comprising of Tower Nos. A, B, F and G and has sold various Flats therein to various Flat-Purchasers. The Developer intends to commence construction of Phase II comprising of Towers C, D and E. These seven towers will have a common plinth and podiums and parking levels. The Developer also intends to implement Phase III of development of the said Land which will comprise of certain additional floors on Towers A, B, F and G.

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SECTION III  
(Searches)

1. Searches in the records of Sub-Registrar of Assurances:

We have caused search of the Index-II registers in respect of the said Land maintained with the concerned offices of Sub-Registrar of Assurances at Kalyan through (i) Search Clerk Mr. Harish D. Mashelkar for the years 1972 to 1 May 2019, who has furnished to us Search Report dated 10 May 2019 and (ii) Search Clerk Mr. Vishal Chitnis for the period from 1 January 2019 to 10 May 2021, who has furnished to us his Search Report dated 11 May 2021. During search Mr. Harish D. Mashelkar and Mr. Vishal Chitnis found that the records maintained with the office of Sub-Registrar of Assurances at Kalyan for certain years are torn / fully torn or not available, the particulars of such years have been recorded in the aforesaid Search Report dated 10 May 2019 and Search Report dated 11 May 2021.

2. ROC Searches:

- (i) We have perused an online general ROC Search Report dated 4 July 2019 of CTIL ("said ROC Report") issued by Jaya Sharma & Associates. We have also perused the Index of Charges available on the website of Ministry of Corporate Affairs ([www.mca.gov.in/](http://www.mca.gov.in/)) as on 2 June 2021.
- (ii) Presently, the mortgage created by CTIL in favour of HDFC Bank Limited on the said Land vide Deed of Mortgage registered on 22 November 2019 with the office of Sub-Registrar of assurances at KLN - 4 under serial number 14724 of 2019 is pending.
- (iii) For the purpose of this Legal Title Report, we have dealt with only those mortgages / charges created on the said Land which are pending as on the date of this Report. We have perused the Letter dated 28 April 2021 addressed by M/s. Dangi & Associates, Chartered Accountants, to DSK Legal. From the said Letter dated 28 April 2021, it appears that save and except the mortgage created in favour of HDFC Bank Limited as stated above, there are no mortgages created by CTIL in respect of the said Land.

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SECTION IV  
(Litigation)

1. Undrya Pandu Kasherkar (who was legal heir of the erstwhile tenant Pandu Undrya Kasherkar), claiming to be a protected tenant, filed an application under Section 32-G of Bombay Tenancy and Agricultural Land Act, 1948 ("BTAL Act") for determination of purchase price in respect of said Property Nos. 3 and 4. The said application was numbered Tenancy Case No. 32-G/Shahad and was disposed of vide an Order dated 6 May 1964 passed by the Additional Mamlatdar and Agricultural Land Tribunal, Kalyan, thereby dropping the said proceedings under Section of 32-G of BTAL Act.
2. Undrya Pandu Kasherkar challenged the aforesaid the Order dated 6 May 1964 by filing a Tenancy Appeal No. 4 of 2000 before Sub-Divisional Officer, Thane, which was dismissed by Sub-Divisional Officer, Thane vide its Order dated 22 May 2003. In the said Order dated 22 May 2003, the Sub-Divisional Officer, Thane, confirmed the aforesaid Order dated 6 May 1964 passed by the Additional Mamlatdar and Agricultural Land Tribunal, Kalyan, and observed that the tenancy rights of the predecessor of Undrya Pandu Kasherkar had validly come to an end in the year 1957 itself and that the Appellant had not furnished any proof of him or his predecessor being a tenant in respect of the Property Nos. 3 and 4.
3. In the intervening period, Undrya Pandu Kasherkar had also filed RTS Revision Appeal No. 32 of 2000 before Sub-Divisional Officer, Thane, challenging the Mutation Entry No. 552 through which the name of Pandu Undrya Kasherkar was deleted from the revenue records of said Property Nos. 3 and 4 as a protected tenant. The said appeal was dismissed by Sub-Divisional Officer, Thane vide its Order dated 22 May 2003.
4. Bholenath Undra Kasherkar, legal heir of Undrya Pandu Kasherkar thereafter filed RTS Appeal No. 18 of 2007 before Additional Collector, Thane, challenging the Order dated 22 May 2003 passed by Sub-Divisional Officer, Thane in RTS Revision Appeal No. 32 of 2000. The Hon'ble Additional Collector, Thane vide his Order dated 28 January 2013 dismissed the appeal and confirmed the Order dated 22 May 2003 passed in RTS Revision/Appeal No.32/2000 as well as confirmed Mutation Entry No.552. We have been informed by CTIL that to the best of their knowledge, the said Order dated 28 January 2013 passed by the Hon'ble Additional Collector, Thane, has not been challenged by Bholenath Undra Kasherkar till date.
5. Bholenath Undrya Kasherkar and others (claiming to be the legal heirs of Undrya Pandu Kasherkar) filed a Revision Application bearing No. 86 of 2017 before the Ld. Maharashtra Revenue Tribunal, Mumbai, challenging the aforesaid Order dated 22 May 2003 passed in Tenancy Appeal No. 4 of 2000. The said Revision Application bearing No. 86 of 2017 was dismissed by the Ld. Member, Maharashtra Revenue Tribunal, Mumbai vide an Order dated 30 October 2018.
6. Pursuant thereto, Bholenath Undrya Kasherkar filed Writ Petition No. 6523 of 2019 before the Hon'ble Bombay High Court against: (i) Vishwanath Anant Phadke (Respondent No. 1), (ii) Gulam Ahmad Gulam Maulavi (Respondent No. 2), (iii) Abdul Rajak Gulam Ali Maulavi (Respondent No. 3), (iv) Farahhijan Begum Gulam Akbar Fungari (Respondent No. 4), (v) Maigasi Abdul Mohsin Arab (Respondent No. 5), (vi) Najneen Begum Hissamuddin Fuki (Respondent No. 6), (vii) Rashidabegum Jainuddin Maulavi (Respondent No. 7), (viii) Century Chemicals



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(Respondent No. 8), (ix) Sanjay Vasant Jogalekar (Respondent No.9), (x) Prabhakar (Kiran) Krishnaji Jogalekar (Respondent No. 10), and (xi) Nayana Krishnaji Jogalekar (Respondent No. 11) challenging the aforesaid Order dated 30 October 2018 passed in RTS Revision No. 86 of 2017 and the Order dated 22 May 2003 passed in Tenancy Appeal No. 4 of 2000.

7. By an Order dated 10 December 2019, the Hon'ble Bombay High Court granted liberty to the Petitioner to amend the Writ Petition by adding the necessary authorities of State of Maharashtra. In the said Order dated 10 December 2019, the Hon'ble Bombay High Court held that no interim relief is called for at that stage considering the subsequent development that has taken place regarding ownership and possession of the land in question.

8. The aforesaid Writ Petition No. 6523 of 2019 is pending. No orders adverse to the title of CTIL to Property Nos. 3 and 4 have been passed in the said Writ Petition till date.

9. We have been informed by CTIL that to the best of their knowledge, save and except the aforesaid Writ Petition No. 6523 of 2019, there are no other litigations and/or proceedings pending in respect of the said Land or any part/s thereof.

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SECTION V  
(Public Notice)

We had issued a Public Notice dated 28 February 2017 in two newspapers (1) Navshakti (Marathi language) and (2) Free Press Journal (English language) investigating title of Century Rayon (a division of Century Textiles & Industries Limited) to the said Land. However, we have not received any Notice and/or Letters and/or any written correspondence claiming any right, title and interest in the said Land in response to the said Public Notice. No public notice has been issued subsequently.



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**SECTION VI**  
(Conclusion)

In the circumstances, we are of the opinion that in view of and subject to what is mentioned herein (including the observations and qualifications herein) and specifically subject to (a) Deed of Mortgage dated on 22 November 2019 executed in favour of HDFC Bank Limited, (b) pending Writ Petition bearing No. 6523 of 2019, and (c) Lease Deed dated 30 May 2019 registered with the office of Sub-Registrar of Assurances, at Serial No. KLN-1/6136/2019, executed by CTIL (through its Division Century Estates) represented by its Power of Attorney holder Birla Estates Private Limited, in favour of Maharashtra State Electricity Distribution Company Limited in respect of a portion of land admeasuring 45 meters from and out of land bearing CTS No. 1653, Century Textiles and Industries Limited (through its division Century Estates) is the owner of the said Land and its title to the said Land is clear, marketable and free of any encumbrances, and Birla Estates Private Limited is entitled to develop the same in terms of Development Agreement read with General Power of Attorney both dated 3 April 2019.

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SECTION VII  
(Qualifications)

1. General:
- (i) This Legal Title Report including Annexures "A" and "A-1" (collectively, "Report") merely certifies the matters expressly dealt with in the Report. The Report does not consider or certify any other questions not expressly answered therein.
- (ii) This Report is issued solely on the basis of the documents provided by CTIL as mentioned in this Report and we have no obligation to update this Report with any information or replies or documents received by us beyond this date.
- (iii) We are not qualified to and have not independently verified the area / boundaries of the said Land. We have referred to and retained the admeasurements in hectares, ares, acres, gunthas, square yards and square meters, as we have found them in various documents.
- (iv) We have not perused any plans or photocopies of plans (including as annexures to any documents) except as specifically mentioned in this Report.
- (v) For the purpose of this Report, we have assumed:
- All of the information (including the documents) supplied to us was, when given, and remains, true, complete, and accurate and not misleading.
  - The legal capacity of all natural persons, genuineness of all signatures, authenticity of all documents submitted to us as certified or photocopies.
  - That the persons executing documents have the necessary authority to execute them.
  - That there have been no amendments or changes to the documents examined by us.
  - The accuracy and completeness of all the factual statements and representations made in the documents.
  - That all prior documents have been adequately stamped and duly registered.
  - Any statements in the documents, authorization or any certificates or confirmations relied upon by us for issuance of this Report is correct and otherwise genuine.
  - Each document binds the parties intended to be bound thereby.
  - Photocopies provided to us are accurate photocopies of originals.

(vi) For the purpose of this Report, we have taken into account the following:

- the said Letter dated 28 May 2021
- originals and/or photocopies of documents as provided to us.



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- c) information relating to boundaries on the basis of the documents provided to us by you.
- d) information relating to lineage, if applicable on the basis of revenue records and information provided to us by you.

(vii) For the purpose of issuing this Report, we have relied on the said Search Reports issued by Mr. Harish Mashelkar and Mr. Vishal Chitnis respectively, who have conducted independent searches / investigations in respect of the said Land at the office of the Registrar / Sub-Registrar of Assurances or online search facility available with the Department of Registration and Stamps of Government of Maharashtra as the case may be in the manner stated therein. We have not carried out any independent or subsequent searches of the registers or records maintained with the offices or websites of the Registrar / Sub-Registrar of Assurances or any other authorities.

(viii) We have been informed by the search clerks that, for certain years, the records maintained by the offices of the Sub-Registrar of Assurances are torn and mutilated and certain Index II record have not been prepared / maintained properly etc. We therefore disclaim any responsibility for consequences which may arise on account of such non-availability of records or on account of the records being torn or mutilated or not having been maintained properly.

(ix) For the purpose of issuing this Report, we have relied on the said ROC Search Report issued by Jaya Sharma & Associates, who has conducted independent searches / investigations for CTIL in respect of the said Land on the website of the Registrar of Companies. Unless otherwise stated herein, we have not carried out any subsequent or independent searches of the registers or records maintained with the offices or websites of the Registrar of Companies or any other authorities.

(x) Save as otherwise specifically stated in this Report, (i) we have not issued any public notice to invite claims from the public at large in respect of title of KTIL to the said Land, (ii) we have not carried out any searches, and (iii) we have not inspected or reviewed the original documents in respect of the said Land.

(xi) We are not certifying the boundaries of the said Land.

(xii) We have not visited the site on which the said Land is situated. We are not qualified to express our opinion on physical identification of the said Land.

(xiii) We do not express our opinion on matters related to actual physical use of the said Land.

(xiv) We express no view about the user / reservations / FSI / developability of the said Land.

(xv) We have not verified issues relating to reservation on the said Land or any portion thereof by Governmental Authorities.

(xvi) We have not independently validated the taxes / cess / duties / charges payable in respect of the said Land and other charges with respect to these are based solely on the documents provided to us.



कल न - ४
दस्ता क्र. १६०५६ / २०२२
२०/१००

- (xvii) We have not verified the market value of the said Land involved nor whether appropriate stamp duty has been paid on the various documents referred to herein nor do we express any opinion thereon.
- (xviii) We are not authorized or qualified to express an opinion relating to plan permissions, approvals, sanctions or development potential of the said Land and we are not commenting on the same nor are we certifying the compliance thereof.
- (xix) A certificate, determination, notification, opinion or the like will not be binding on an Indian Court or any arbitrator or judicial or regulatory body which would have to be independently satisfied, despite any provision in the documents to the contrary.
- (xx) This Report is limited to the matters pertaining to Indian Law (as on the date of this Report) alone and we express no opinion on laws of any other jurisdiction.
- (xxi) Even though this document is titled "Legal Title Report", it is in fact an opinion based on the documents we have reviewed.
2. This Report is addressed to MahaRERA, as required as per Circular No. 28/2021 dated 8 March 2021 issued by MahaRERA. This Report may not be disclosed, furnished, quoted or relied on by any person or entity other than CTIL for any purpose without our prior written consent. It may however be disclosed or furnished by CTIL as may be required in connection with any transaction or legal process or in relation to an inquiry or demand by any Indian governmental or regulatory authority.
3. We shall not be liable to any person, association of persons whether incorporated or not, authority, to whom this Report shall be disclosed and/or furnished or who shall rely on the same, and even otherwise for any aspect relating to the services provided in connection with the preparation and issuance of this Report. Further, in no event shall we be liable for any consequential, special, incidental or punitive loss, damage or expense, even if we have been advised of the possibility of such loss, damage or expense.

Dated this 25<sup>th</sup> day of June 2021.

For M/s. Hariani & Co.

  
Associate Partner





कलन - ४
दस्ता क्र. १२००६/२०२२
२९/१०

**Annexure "A-1"**  
**(Encumbrances\*)**

- (a) Deed of Mortgage dated 22 November 2019 registered with the office of Sub-Registrar of assurances at KLN - 4 under serial number 14724 of 2019 executed by Century Textiles and Industries Limited in favour of HDFC Bank Ltd.
- (b) Pending Writ Petition bearing No. 6523 of 2019 filed by Bholenath Undrya Kashelkar (Petitioner) against Vishwanath Anant Phadke and others in the Bombay High Court.
- (c) Lease Deed dated 30 May 2019 registered with the office of Sub-Registrar of Assurances, at Serial No. KLN-1/6136/2019, executed by CTIL (through its Division Century Estates) represented by its Power of Attorney holder Birla Estates Private Limited, in favour of Maharashtra State Electricity Distribution Company Limited in respect of a portion of land admeasuring 45 meters from and out of land bearing CTS No. 1653.

\*For details of the aforesaid encumbrances and our other observations and qualifications as regards title to the said Land, please refer to the Legal Title Report and Annexure "A".

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## ANNEXURE - G



क ल न - ४
दस्ता क्र. १६०६/२०२२
६२/१००

### Maharashtra Real Estate Regulatory Authority

#### REGISTRATION CERTIFICATE OF PROJECT

#### FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :  
**P51700019178**

Project: **Birla Vanya - Phase 1, Plot Bearing / CTS / Survey / Final Plot No.: CTS 1653, 1550/B, 1550/D, Survey No. 17, 18 and 218 at Kalyan-Dombivli (M Corp.), Kalyan, Thane, 421103;**

1. **Century Textiles & Industries Ltd** having its registered office / principal place of business at **Tehsil: Ward GSouth, District: Mumbai City, Pin: 400030.**

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 (l) of sub-section (2) of section 4 read with Rule 5;

OR

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

- The Registration shall be valid for a period commencing from **09/01/2019** and ending with **30/06/2024** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
  - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
  - That the promoter shall take all the pending approvals from the competent authorities
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.

Dated: **09/01/2019**

Place: **Mumbai**



Signature valid  
Digitally Signed by  
Dr. Vasant Remanand Prabhu  
(Secretary, MahaRERA)  
Date: 7/22/2019 1:50:03 PM

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

Mk

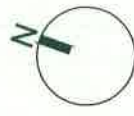
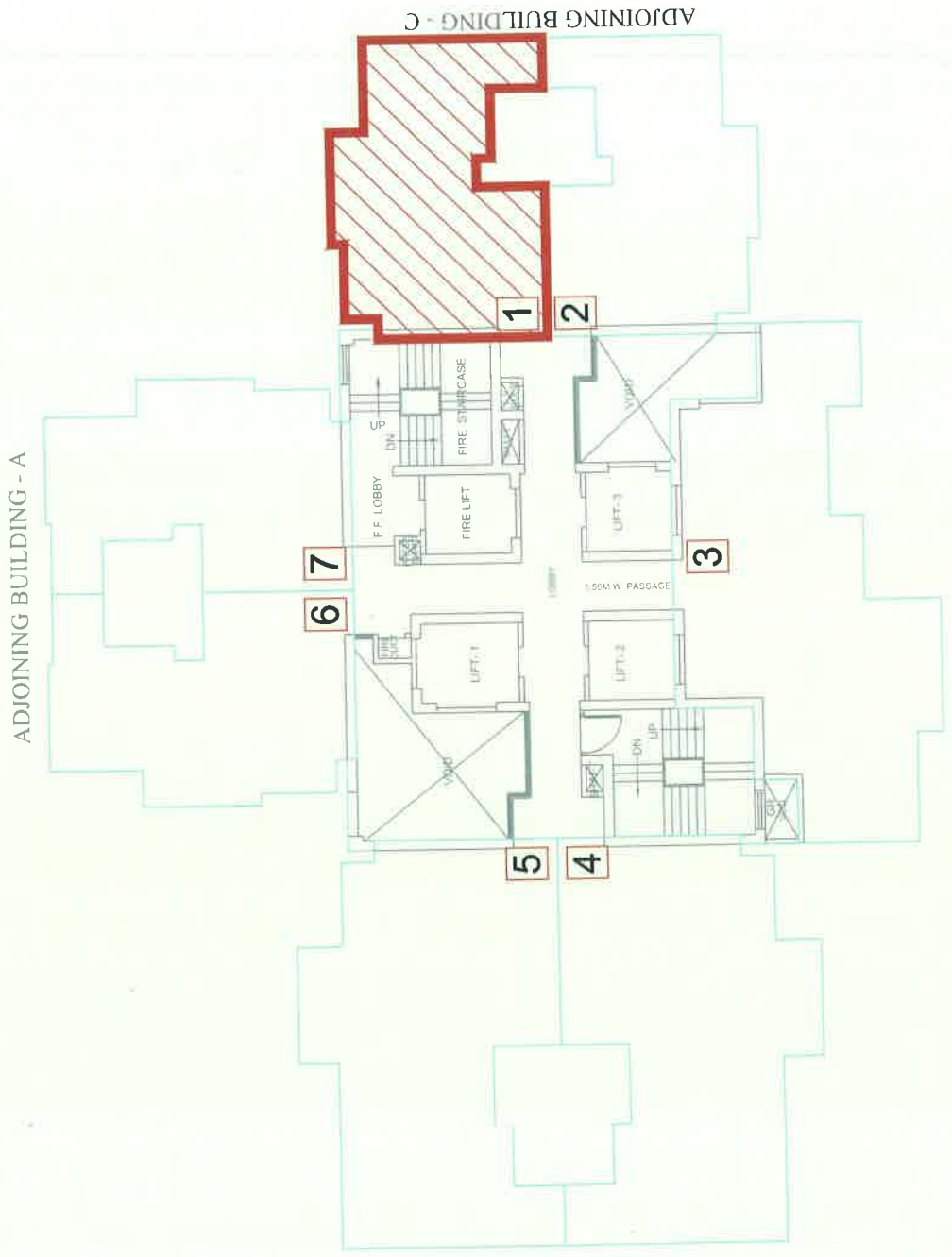
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ANNEXURE - H (COLLY)

कलन - ४  
 वसति क्र. १६००२/२०२२  
 २३/१००



WING	B
FLOOR NO.	3/1st

BLOCK PLAN

TYPICAL FLOOR PLAN (Floor No.1, 3-6, 8-11, 13-16, 18-21, 23-26, 28-32)

*B. Ramod*

*W*

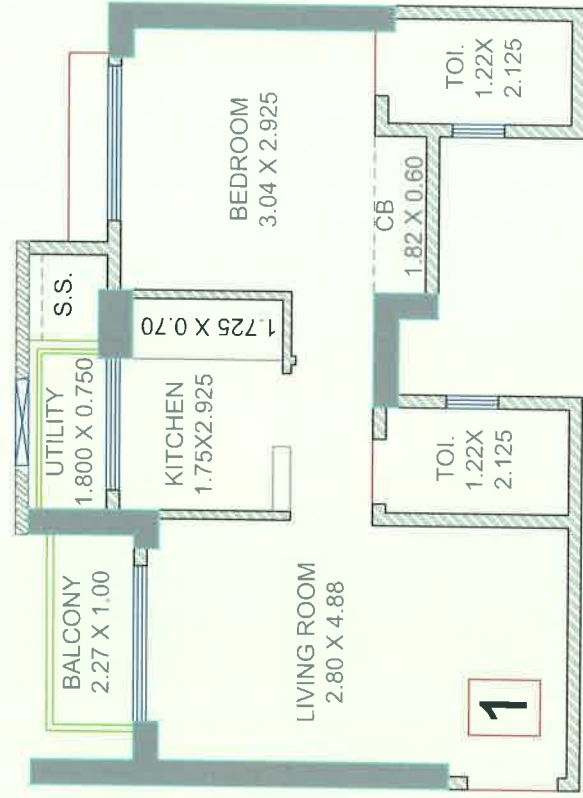
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# ANNEXURE - H (COLLY)

कलम - ४  
दस्तावे. १००० / २०२२  
००/१००



## WING B - UNIT PLAN

FLAT NO.	RERA CARPET AREA	
101	1301	2401
301	1401	2501
401	1501	2601
501	1601	2801
601	1801	2901
801	1901	3001
901	2001	3101
1001	2101	3201
1101	2301	—

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कलन - ४
दस्तावे. १६००६/२०२२
२५/१००

**Annexure "I"  
(Other Charges)**

Upon the Developer offering the possession of the Flat No. 3101 in Aaral (Tower B) to the Purchaser/s and before taking possession of the Premises, the Purchaser/s shall pay to the Developer, the following amounts, in addition to the amount of the Consideration:

Towards	Amount	Amount in Words
Advance Maintenance Charges for 24 months	Rs. 55791.00	Rupees Fifty Five Thousand Seven Hundred Ninety One Only
Share Application Money	Rs. 600.00	Rupees Six Hundred Only
Water connection & Electricity charges.	Rs. 45000.00	Rupees Forty Five Thousand Only
Legal Charges	Rs. 15000.00	Rupees Fifteen Thousand Only
Corpus Fund which shall be utilized only in the manner as provided in Clause 17 of the Agreement.	Rs. 20000.00	Rupees Twenty Thousand Only
<b>Total Other Charges</b>	<b>Rs. 136391.00</b>	<b>Rupees One Lakh Thirty Six Thousand Three Hundred Ninety One Only</b>



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Chicago, Ill.

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क ल न - ४  
दस्त क्र. Above/2022  
२२/१००

**RECEIPT**

RECEIVED the day and year first hereinabove written of and from the withinnamed Purchaser the sum Rs. 563130.00/- (Rupees Five Lakh Sixty Three Thousand One Hundred And Thirty Only) by following cheques towards Flat No. 3101 in Aaral (Tower B):

Cheque/ Draft No	Cheque Date	Bank Name	Towards Installment	Towards GST	Total Amount
663199	02-10-2022	SBI	95238.1	4761.9	100000.00
663200	01-11-2022	SBI	441076.19	22053.81	463130.00

All cheques in favour of the Developer being the amount of part payment payable by them to us.

**WITNESSES:**

1) Akshay Athine

*Athine*

2) Vikrant Lokhande

*Lokhande*

**WE SAY RECEIVED**

*[Signature]*



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दस्त क्र. jeove / 2022

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Page 1 of 1

अहवाल दिनांक : २०/०३/२०१९

गाव :- शहाड  
गुणामन क्रमांक व उपविभाग : १८  
तालुका :- धन्याण  
जिल्हा :- ठाणे

[ महाराष्ट्र जमीन महसूल अधिकार अधिलेख आणि नोंदवहा ( तयार करणे व पुष्टितीत ठेवणे ) नियम, १९७१ यातील नियम ३,५,६ आणि ७ ]  
गुणामन क्रमांक व उपविभाग : १८

गुणामन क्रमांक व उपविभाग		गु-धारणा पद्धती		भोगवट्यादाराचे नाव	
१८		भोगवटादार वर्ग - १			
क्षेत्राचे स्वागतिक नाव :-		क्षेत्र	आकार	घो. ख.	फे. फा
क्षेत्र एकाक	हे.आर.चौ.मी	१.३९.७०	११.३७	०.०४.००	( १३३१ )
रि.प्रायत	९.३९.७०	रोख्युरी रेखान (९) रि.क्रीकन ऑफ		२०३	
बागायत	-	रोख्युरी टेक्सटाईल ऑफ इंडस्ट्रीज लि.		कुळाचे नाव	
चरी	-			इतर अधिकार	
यसकस	-			इतर	
इतर	-			टॅगल्सी फेर न ( २२ )	
एकुण क्षेत्र	९.३९.७०			अकृषिक वापर - औद्योगिक (गावठाणा वाहेरील)	
पोट-खराब (लागवडीला अयोग्य)	-			(कचव रहिवास अतुल्य क्षेत्रासाठी) ( १४१६ )	
दर्भ (अ)	०.०४.००			अकृषिक वापर - रहिवास (गावठाणावाहेरील)	
दर्भ (ग)	-			अकृषिकप्रयोजनाकरविया ( १४२८ )	
एकुण पो ख	०.०४.००				
आकारणी	११.३७				
जुडी किंवा विशेष	-				
आकारणी	-				
जुने फेरकार क्र.	(१२०), (३४३), (४०२), (५१६), (५१७), (५५२), (५०१), (७१२), (७०९), (८०३), (१०९२), (१३८४), (१४००)			सौभाग आणि गुणामन क्रमांक :-	

गाव नमुना बारा  
पिकांची नोंदवही

[ महाराष्ट्र जमीन महसूल अधिकार अधिलेख आणि नोंदवहा ( तयार करणे व पुष्टितीत ठेवणे ) नियम, १९७१ यातील नियम २९ ]  
तालुका :- धन्याण  
जिल्हा :- ठाणे

गाव :- शहाड  
गुणामन क्रमांक व उपविभाग : १८  
तालुका :- धन्याण  
जिल्हा :- ठाणे

वर्ष	हंगाम	गिऱ्याचा संकेत क्रमांक	पिकाखालील क्षेत्र				निर्मोल पिकाखालील क्षेत्र				लागवडीसाठी उपलब्ध नसलेली जमीन		जल संपादन साधन	शेरा
			घटक पिके व प्रत्येकखालील क्षेत्र		पिकाचे नाव		पिकाचे नाव		अजल स्थिति	अजल स्थिति	स्वरूप	क्षेत्र		
			जल स्थिति	पिकाचे नाव	अजल स्थिति	पिकाचे नाव	जल स्थिति	अजल स्थिति						
(१)	(२)	(३)	(४)	(५)	(६)	(७)	(८)	(९)	(१०)	(११)	(१२)	(१३)	(१४)	(१५)
			हे.आर. चौ.मी	हे.आर. चौ.मी	हे.आर. चौ.मी	हे.आर. चौ.मी	हे.आर. चौ.मी	हे.आर. चौ.मी	हे.आर. चौ.मी	हे.आर. चौ.मी				
२०१७-१८	खरीप													
१८														

"या प्रमाणित प्रतीसाठी फी रक्कम १५/- रुपये गिजाले."

दिनांक :- २०/०३/२०१९

राज्यधिक्र क्रमांक :-

*Boyaner*

( नाव :- रोख्युरी टेक्सटाईल ऑफ इंडस्ट्रीज लि. )

गाव :- शहाड

जिल्हा :- ठाणे



.. http://10.195.33.67/eferfar2beta/PgHtml712.as

20-Mar-19

क ल न - ४  
दस्त क्र. १९०७९ / २०२२  
२८/१२०

गाव नमुना यास

अधिकार अगिलेख पत्रक

[ महासभे जमीन गरसुल अधिकार अगिलेख आणि नोंदवशा ( राधार करणे व सुस्थितीत ठेवणे ) नियम, १९७१ यातील नियम ३, ५, ६ आणि ७ ]

तालुका :- कल्याण

जिल्हा :- ठाणे

शेवटचा फेरपत्र क्रमांक : १४२८ व दिनांक : १९/०३/२०१९

गाव :- शहाड  
भुगपन क्रमांक व उपविभाग : २१८

शेवटचा दिनांक : २०/०३/२०१९

भुगपन क्रमांक व उपविभाग		भोगवटादाखारे नांव	
२१८		भोगवटादार कार् - १	
शेवटचे स्थानिक नाव :-	हे.आर.चौ.मी	क्षेत्र	अकार
क्षेत्र एकक	०.६०.७०	फे.च.	फे.च.
जि.रा.सत	०.६०.७०	( १३३१ )	
वागायत	-		
वरी	-		
गरक्या	-		
इतर	-		
एकुण क्षेत्र	०.६०.७०		
पोट-खराब (लागवडीस अयोग्य)	-		
वर्ग (अ)	-		
वर्ग (ब)	-		
एकुण मो.ख	०.००.००		
आकारणी	५५.०६		
जुडी किंवा विशेष	-		
आकारणी	-		
जुने फेरपत्र क्र. (१७९), (४३९), (७८९), (८५७), (१०९२), (१३३१), (१३८५) (१४००)			सोमग आणि भुगपन विन्ने :-

२०३

कुळाचे नाव

इतर अधिकार

अकृषिक वापर - औद्योगिक (गावदाणा बाहेरील)

(गवत रहिवासा अनुज्ञेय क्षेत्रासाठी) ( १४५६ )

अकृषिक वापर - रहिवास (गावदाणाबाहेरील)

आकृषिकप्रयोजनाकरिता ( १४२८ )

गाव नमुना यास

पिकाची नोंदवही

[ महासभे जमीन गरसुल अधिकार अगिलेख आणि नोंदवशा ( राधार करणे व सुस्थितीत ठेवणे ) नियम, १९७१ यातील नियम २९ ]

गाव :- शहाड

तालुका :- कल्याण

जिल्हा :- ठाणे

शेवटचा फेरपत्र क्रमांक : १४२८ व दिनांक : १९/०३/२०१९

भुगपन क्रमांक व उपविभाग : २१८

वर्ष	हे.गा.म	भिक्षणाचा संकेत क्रमांक	पिकाखालील क्षेत्राचा तपशील				जल संचयन	शेरा							
			मिश्र पिकाखालील क्षेत्र		निर्मळ पिकाखालील क्षेत्र										
			जल सिंचित	अजल सिंचित	पिकांचे नाव	जल सिंचित			अजल सिंचित						
(१)	(२)	(३)	(४)	(५)	(६)	(७)	(८)	(९)	(१०)	(११)	(१२)	(१३)	(१४)	(१५)	
			हे.आर. चौ.मी	हे.आर. चौ.मी	हे.आर. चौ.मी	हे.आर. चौ.मी	हे.आर. चौ.मी	हे.आर. चौ.मी	हे.आर. चौ.मी	हे.आर. चौ.मी	हे.आर. चौ.मी	हे.आर. चौ.मी	हे.आर. चौ.मी	हे.आर. चौ.मी	हे.आर. चौ.मी
२०१७-१८	संपूर्ण वर्ष														

"या प्रमाणित प्रतीसाठी मी म्हणून १५/- रुपये गिजाले."

दिनांक :- २०/०३/२०१९

सांकेतिक क्रमांक :-

*[Signature]*

( नाम - सुभाषिन भागवती सुर्वे )

सहायी सहाय्य - शेवटचे फेरपत्र क्रमांक - १४२८

जिल्हा - कल्याण, जिल्हा - ठाणे

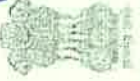
<http://10.195.33.67/efefar2beta/PgHtm0712.aspx>



20-Mar-19

कलन - ४  
दस्त क्र. २१००८ / २०२२  
२२/१२०

Com 2\IND 1\SR No. Shahad



तहसिलदार तथा कार्यकारी दंडाधिकारी कल्याण  
त. कल्याण यांचे कार्यालय

क्र./महसूल/टे-२/जमीनबाब-१ /रुपांतरणकर/एसआर-४३/१९

दिनांक ३०/१२/२०१९

प्रति,

सॅच्युरी रेयॉन डिव्हिजन ऑफ  
सॅच्युरी टेक्सटाईल अॅण्ड इंडस्ट्रीज

विषय:- रुपांतरितकर (CONVERSION TAX) भरून घेणेबाबत.

माझे, शहाड ता. कल्याण जि.ठाणे.

स.नं./सि.स.न.	स.नं. प्रमाणक्षेत्र	रुपांतरित कर भरणा करण्याचे क्षेत्र
सि.स.नं.१६५३	४५६२०.००	६०.००
१८	१४३७०.००	६७००.००
२१८	६०७०.००	६०७०.००
एकुण क्षेत्र	६६०६०.००	८१२५.००

संदर्भ :- १. महसूल व वन विभाग, मंत्रालय, मादामकामा मार्ग, हुतात्मा चौक, मुंबई  
४०० ०३२, यांचेकडील अधिसूचना दिनांक ५ जानेवारी, २०१७.

२. मा. जिल्हाधिकारीठाणे यांचेकडील पत्र क्र. महसूल/क-१/टे१/२/रु.कर/  
अ.आकारणी/परिपत्रक-०१/१७, दिनांक:- १६/०३/२०१७

३. आपण या कार्यालयात रुपांतरित कर भरणेकामी केलेला अर्ज.

महसूल व वन विभाग, महाराष्ट्र शासन यांनी निर्गमित केलेल्या महाराष्ट्र जमीन महसूल संहिता (सुधारणा) अध्यादेश - २०१७ मध्ये महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम ४२ ब (१) नुसार कलम ४२, ४२अ, ४४ मधील ४४ अ या मध्ये काहीही अंतर्भूत असले तरी, महाराष्ट्र प्रादेशिक नियोजन व नगररचना अधिनियम, १९६६ याच्या तरतुदीनुसार कोणत्याही क्षेत्रामध्ये अंतिम विकास योजना प्रसिध्द केल्यावर, जर पोट कलम (२) मध्ये तरतुद केल्याप्रमाणे रुपांतरण कर, अकृषिक आकारणी आणि लागू असले तेथे, नजराणा किंवा अधिमुल्य, किंवा इतर शासकीय देणी यांचा भरणा केला असेल तर, अशा क्षेत्रात समाविष्ट असलेल्या कोणत्याही जमिनीचा वापर हा अशा विकास योजनेतील वाटप, आरक्षण किंवा निर्देशन या स्वरूपात दर्शविलेल्या वापरात रुपांतरित करण्यात आले असल्याचे मानण्यात येईल असे नमुद आहे व त्याअनुषंगाने अशा क्षेत्रात रुपांतरण कर आणि त्या विकास योजनेत दर्शविलेल्या वापराच्या आधारे अशा जमिनीची अकृषिक आकारणी निश्चित करण्यात यावी असे निर्देश देण्यात आले आहेत. त्यानुसार व मा. जिल्हाधिकारी ठाणे यांचेकडील दिनांक १६/०३/२०१७ रोजीचे परिपत्रकान्वये दिलेल्या सुचनांप्रमाणे आपण विनंती केलेल्या विषयांकीत जमीन मिळकतीची खालील रुपांतरित कराची रक्कम आपणास कळविण्यात येत आहे.

सदर रुपांतरित कराची रक्कम ही महाराष्ट्र शासन अधिनियम १९६६ चे कलम १५७ नधील तरतुदीना अधीन राहून उपलब्ध कागदपत्र, कलम १५७(२) अन्वये दिनांक १९६६ चे कलम १५७



कार्यालय पत्ता :- दिनाणी न्यायालयासमोर, रेल्वे स्टेशन जवळ, मा. कल. जि. ठाणे. पिन कोड - ४२१ ३०१.  
संपर्क क्र. ०२५१ - २३५५१२४ २, ई-मेल - Diety.Thane@rail.com

कलन - 8  
दस्त क्र. 9600E / 2022  
900/800

Com 2\LND 1\SR No. Shahad

बांधकाम परवानगी, मंजूर नकाशा व आवले प्रतिज्ञापत्र यांस अधिन राहून भरून घेण्यात येत आहे. सदर जागेचा वापर जमीन मालकाकडून होतो अथवा अन्य कोणाकडून होतो याबाबतची जबाबदारी महसूल खात्याची नसेल. तथापि, सदर रुपांतरात कराची रक्कम शासन जमा केलेचे नंतर भविष्यात उक्त जमीन मिळकतीचे मालकीसंदर्भात कोणताही वाद किंवा कोणतीही न्यायालयीन बाब उद्भवल्यास त्यांची सर्वस्वी जबाबदारी आपली असेल.

अ.क्र.	गावाचे नांव	स.न./सि.स.न.	क्षेत्र (चौ.मी.)	रुपांतरण कर / अकृषिक कर आकारणीचा दर	रुपांतरीत कराची रक्कम
१.	शहाड	सि.स.स. १६५३, स.न. १८,२१८	६६०६०.०० पैकी ८१२५.००	०.७६२	
रुपांतरण कर - $८१२५.०० \times ०.७६२ = ६१९१.२५ \times ५ =$					३०९५६.२५/-
अकृषिक आकारणी - $८१२५.०० \times ०.७६२ =$					६१९१.२५/-
एकुण					३७१४७.५०/-

वरीलप्रमाणे रुपांतरण कराची आपण चलनाद्वारे शासनजमा करावी सदर रक्कम आपण शासनास भरणे केल्यानंतर १) जमिनीचे अद्यावत गाव नमुना नं.७/१२ उतारे २) बांधकाम परवानगीच्या प्रमाणपत्राची प्रतीसह मा.जिल्हाधिकारी ठाणे यांचे कार्यालयात सनद मिळणेकामी अर्ज करावा.



(अभिज्ञान सातप)  
तहासलदार कल्याण



कलन - ४

दस्त क्र. १३००८/२०२२

१०१/१००

Com 2(Sr.No.146 Shahad



महाराष्ट्र शासन

## तहसिलदार तथा कार्यकारी इंडाधिकारी कार्यालय, कल्याण

पत्ता-दिवाणी न्यायालया समोर, स्टेशनजवळ, कल्याण(प.)

दुरध्वनी क्र:०२५१-२३१५१२४ फॅक्स क्र.०२५१-२३१५१२४

Email Id - tahkalyan@gmail.com

क्र. महसूल-२/जमीनबाब-१/रुपांतरणकरारसमाप्ती/१८

दिनांक: १/५/२०१८

प्रति,

सॅच्यरी रेयॉन डिप्टीवन ऑफ सॅच्यरी  
टेक्सटाईल जॉइंट इंडस्ट्रीज,

विषय:- रुपांतरितकर (CONVERSION TAX) भरून घेणेबाबत.

पौजे शाहाड, ना. कल्याण जि.

स.नं.	क्षेत्र
१७	१६२१०.००
१८	१४३७०.००
११८	६०७०.००
सि.स.न.	क्षेत्र
१६५३	४५६२०.००
१५५०ब	१११०.००
१५५०ड	१६०.००
एकुण	८५२२०.००

संदर्भ :- १. महसूल व वन विभाग, मंत्रालय, मादामकामा मार्ग, हुतात्मा चौक, मुंबई ४०० ०३२, यांचेकडील अधिसूचना दिनांक ५ जानेवारी, २०१७.

२. मा. जिल्हाधिकारीठाणे यांचेकडील पत्र क्र. महसूल/क.१८-१२/र.कर/अं/आकारणी/परिपत्रक-०१/१७, दिनांक: १६/०३/२०१७

३. आपण या कार्यालयत रुपांतरित कर भरणेकामीं केलेला अर्ज.

महसूल व वन विभाग, महाराष्ट्र शासन यांनी निर्गमित केलेल्या महाराष्ट्र जमीन महसूल संहिता (सुधारणा) अध्यादेश - २०१७ मध्ये महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम ४२ ब (१) नुसार कलम ४२, ४२अ, ४४ मधील ४४ अ या मध्ये काहीही अंतर्भूत असले तरी, महाराष्ट्र प्रादेशिक नियोजन व नगररचना अधिनियम, १९६६ याच्या तरतुदीनुसार कोणत्याही क्षेत्रामध्ये अंतिम विकास योजना प्रसिध्द केल्यावर, जर पोट कलम (२) मध्ये तरतुद केल्याप्रमाणे रुपांतरण कर, अकुषिक आकारणी आणि लागू असले तेथे, नजराण किंवा अधिमूल्य, किंवा इतर शासकीय देणी यांचा भरणा केला असेल तर, अशा क्षेत्रात समाविष्ट असलेल्या कोणत्याही जमिनीचा वापर हा अशा विकास योजनेतील वाटप, आरक्षण किंवा निर्देशन या स्वरुपात दर्शविलेल्या वापरात रुपांतरित करण्यात आले असल्याचे मानण्यात येईल असे नमुद आहे व त्याअनुषंगाने अशा क्षेत्रात रुपांतरण कर आणि त्या विकास योजनेत दर्शविलेल्या वापराच्या आधारे अशा जमिनीची अकुषिक आकारणी निश्चित करण्यात यावी असे निर्देश देण्यात आले आहेत. त्यानुसार व मा. जिल्हाधिकारी ठाणे यांचेकडील दिनांक १६/०३/२०१७ रोजीचे परिपत्रकाच्ये दिलेल्या सुचनांप्रमाणे आपण विनंती केलेल्या द्विपंचाकीत जमीन मिळकतीची रुपांतरित कराची रक्कम आपणास कळविण्यात येत आहे.

सदर रुपांतरित कराची रक्कम ही महाराष्ट्र जमीन महसूल अधिनियम १९६६ च्या कलम ४२ ब (१) नुसार तुरुदीना अधीन राहून उपलब्ध कायद्यानुसार व कल्याण डोंबिवली महानगरपालिका क्षेत्रात यांचेकडील जमिनीचा झोनबाबतचे पत्र, त्यामध्ये नमुद असलेली टिप, वास्तुविशारद यांचेकडील पत्र व आपण सादर केलेले प्रतिज्ञापत्र



यांस अधिन राहुन भरून घेण्यात येत आहे. सदर जागेचा वापर जमीन मालकाकडून होतो अथवा अन्य कोणाकडून होतो याबाबतची जबाबदारी महसूल खात्याची नसेल. तसेच सदरचा रूपांतरित कर फक्त अनुज्ञेय क्षेत्रासाठी भरून देण्यात येत आहे. सदरचा रूपांतरित कर भरून देताना, ग्रीन झोन व सी.आर.झेड ने बांधित असलेली जागा वाळण्यात आलेली आहे. मात्र अशा जागेवर प्लॅन मंजूर झाल्यास व नवीन प्लॅन अन्वये रहिवास, वाणिज्य व इतर धोणताही वापर सुरु करण्याआधी, संबंधित वापराच्या अनुषंगाने रूपांतरित कर अर्कृषिक कर भरणा करून घेणे आवश्यक असेल. तथापि, सदर रूपांतरित करची रक्कम शासन जमा केलेचे नंतर भविष्यांत उक्त जमीन मिळकतीचे मालकीसंदर्भात कोणताही वाद किंवा कोणाही न्यायालयीन बाब उद्भवल्यास त्यांची सर्वस्वी जबाबदारी आपली असेल.

अ.क्र.	गावाचे नांव	स.नं./सि.स.न.	क्षेत्र (चौ.मी.)	रूपांतरण कर / अर्कृषिक कर आकारणीचा दर	रूपांतरित कराची रक्कम
१.	शहाड	सि.स.स. १६५३, १५५०ब, १५५०ड स.न. १७,१८,२१८	८५२२०.०० पैकी ४४४२३.०० (सहित विभाग, सी.आर.झेड व नवीशालील क्षेत्र वाळून)	०.७६२	१८१४८/-
रूपांतरण कर - $४७६३.०० \times ०.७६२ = ३६१९.४० \times ५ =$					
रूपांतरण कर वाणिज्य - $३६१५०.०० \times १.५२४$ (वाणिज्य प्रयोजनासाठी दराची दुप्पट) $\times ५ =$					
रूपांतरित कर औद्योगिक - $१७१०.०० \times १.१४३$ (औद्योगिक प्रयोजनासाठी दराचे दिडपट) $\times ५ =$					
अर्कृषिक आकारणी - $४३४२३.०० \times ०.७६२ =$					
एकुण					३२७४९/-
					३४१२२९/-

वरीलप्रमाणे रूपांतरण कराची आपण चलनाद्वारे शासनजमा करावी सदर रक्कम आपण शासनास भरणा केल्यानंतर तसेच नियोजन प्राधिकारी यांचेकडून बांधकामाबाबत परवानगी (OD/OC) प्राप्त केल्यानंतर १) जमिनीचे अद्यावत गाव नमुना नं.७/१२ उतारे १) बांधकाम परवानगीच्या प्रमाणपत्राची प्रतीसह मा.जिल्हाधिकारी ठामे यांचे कार्यालयात सनद मिळणेकामी अर्ज करावा.



(अमित सानप)

तहसिलदार कल्याण

प्रत :- अपर तहसिलदार अर्कृषिक, कल्याण.

२/- विषयांकीत जमीन मिळकतीबाबत शासन अधिसूचनेनुसार रूपांतरित कराची रक्कम भरून घेण्यात येत आहे. तरी तलाठी स्थळपाहणी अहवालानुसार अनधिकृत बांधकाम आढळल्यास महाराष्ट्र जमीन महसूल संहिता १९६६ चे कलम ४५ अन्वये दंडनिद कारवाई करण्यात यावी.

प्रत :- नगररचनाकार, कल्याण डोंबिवली महानगरपालिका, कल्याण यांचेकडे माहितीसाठी.

प्रत:- तलाठी सजा शहाड.

२/- प्रकरणी भरणा केलेले चलन शासनजमा झालेची खात्री कलन विषयांकीत जमीन मिळकतीच्या अधिकार अभिलेखात अर्कृषिक प्रयोजनाकरीता (फक्त रहिवास अनुज्ञेय क्षेत्रासाठी) अशी नोंद तात्काळ घेण्यात यावी. तसेच सदर जागेची स्थळपाहणी करावी व परवानगी प्राप्त झाल्यास झाल्याचे आढळल्यास महाराष्ट्र जमीन महसूल संहिता १९६६ चे कलम ४५ नुसार दंडनिय कारवाई करण्यात येईल. तलाठी स्थळपाहणी कार्यालयाचे कार्यालयाकडे तात्काळ प्रस्तावित करावी. कल्याण यांचे कार्यालयाकडे तात्काळ प्रस्तावित करावी. तलाठी स्थळपाहणी कार्यालयाचे कार्यालयाकडे तात्काळ प्रस्तावित करावी.

१. जमिनीचे भुसंपादन झालेले नसावे.

२. जमिनीचे भुसंपादन प्रस्तावित नसावे.

३. जमिनीबाबत कोणत्याही मंजूर फेरभार अर्जाचे घेणेस प्रस्तावित नसावा.

४. जमिनीबाबत तक्रार केस, संक्षिप्त चौकशी, या का.दा.क्र.१६९९ इत. आयाद्याचे अनुषंगाने कोणताही दावा प्रलंबित नसावा.



क ल न - ४
दस्त क्र. ११०५८ / २०२२
१०३ / १००

५. जमीन वतन जमीन नसावी.
६. जमीन युएलसी कायद्यान्वये शासन जमा झालेली नसावी. तसेच युएलसी कायद्यान्वये कोणतीही नोंद घेणे शिल्लक नसावी.
७. जमिनीबाबत कोणत्याही न्यायालयाने स्थगिती आदेश दिलेले नसावे.
८. जमिनीबाबत कुळ कायदा , सिलिंग कायदा जमिनीबाबतचा कायदा व इतर कोणत्याही कायद्यान्वये शासनाचा अधिकार निर्माण झाला असेल अथवा होणार असेल तर प्रस्तुत जमिनीबाबत सदरची नोंद घेणे पुर्वी सक्षम अधिकारी यांची परवानगी घेतली असल्याची खात्री करावी.
९. जमिनीस पुर्वी व आता कुळ नसावे.
१०. जमिन देवस्थान इनाम नसावी. याबाबत सर्व जुने ७/१२ उतारे व सर्व फेरफार तपासण्यात यावेत.

मि. ठाणे १०१४  
(अमित सानव)

तहसिलदार कल्याण







क ल न - ४  
दस्ता क्र. १६०५६ / २०२२  
१००/१००

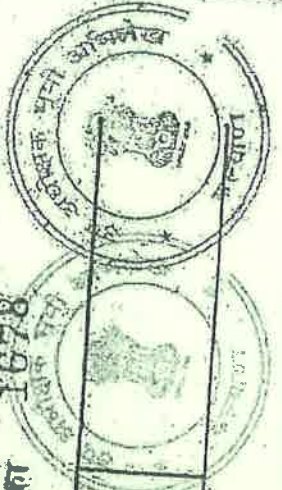
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सा. वि. स. वि. क्र. ८९१६, दि. १६-९-१९।

अ. प्र. सा. २००८  
C. T. S. ३० III.

आवधिक पत्रिका

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धारक - मि. एस. सै. सु. श्री. के. ली. क. ल. शा. उ.




पं. नं - ४  
१६००८/२०२२  
१०५/१००

२२/०३/२०२८

जय-अभि-अंक ग्रामिण समाजसेवा, कल्याण सोसायटीस  
वापिस क्र. नि.स.नो.ने.०३१७७/२३प्र.६/ /  
पोस्टीकडो/निर्णय/२०१८ दिनांक २५/१२/२०१८  
आत्म्या मो.र.ने.०३२०१० मध्ये वसविण्यात  
आल्यानुसार न्यायवा.क्र.२२६७ मो.मि.कमि.स  
वाचिन जगद अशापान प्रसाक देण्यात येवून सार  
निश्चकतीचा धारणाधिकार क. आणो धारण  
वेपर्स लेव्हर्स नैशिककस्त क. रावळ कांयता  
करण्यात आलेला आहे.

१०/०३/२८  
३.३१.०३.२८  
कल्याण

२२/३/२०२८

मुख्य न.ने. २६७ने भा.  
अधिकार आलेल्या ने येव्हो येथान सच.  
(०१०२०१०१०२३३३१) डिप्लोमा ऑफ सेव्हो  
२३ गुमारनाळ बरनि टेक्नॉलॉजी इन्व्हिज (लि.)  
मुहूर्ताने नोंद घेण्याव  
नेत आहे.

२१.०३.२८  
१०/०३/२८  
३.३१.०३.२८  
कल्याण

धर्दार श्री.शिवजी मोहन मांते दि.२९/३/२०१५ ची नककत अज्ञानये सा.नककत.प्रग

घोंम यंजी कं FOR ४८०  
२९/३/२८  
२९/३/२८  
२५/२  
२५/२

सायपान  
२५/२  
निरासप नूसाप  
कल्याण



कलन - ४  
 दाखल क्र. १६०४ / २०२३  
 १०६ / १००

पेना मु-  
 का. वि. स. वि. क्र. ८११७, दि. १६-९-२९]

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 १६१०.०० जा. ही.

आधीच पवित्रा

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१६१०.०० जा. ही.

१६१०.००	३९६४	५	१६१०.०० जा. ही.

मा. जमनी, जगुका आणि संवतका मुनि ओलेवा (ब. लव)  
 पुणे जिल्हाचे पवित्रा. इ. क्र. पु. वि. स. १५५०/१६१०  
 दि. १६/१/२०१५ ग. का. अर्थसंकडावर आदेश क्र. २२४०६५  
 पराका क्र. २२४०६५/०५/२०१५ जनरल पब्लिक  
 पब्लिक आणि के. सी. एन. ए. व्हायटिंग प्रो. व्हायटिंग प्रो. व्हायटिंग प्रो.  
 वा. क्र. १६१०.०० जा. ही. अर्जा करे

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१६१०.०० जा. ही.



कलन - ४  
 वस्त क्र. १९०५६/२०२२  
 १०५/१००

२२/०३/२०१८ ला-अधीनस्थ सूनने अधिलेखन करमाण मेचिखिल  
 जागरा क्र/स.अ/नोर.नं.०३/१०/२२अ(३)/  
 फेरतीन्ही/विगिन/२०१८ किनांन-१५/१५/१८  
 अ.न.ने मो.२.नं.०३/२०१८ सांचे परीविधान  
 टा.न्या.नुसार आनवा.क्र.१२४७ या गिनवलीस  
 कोविन जगर द्वारापन आंको देण्यात येवून सार  
 गिठकलीचा घोषणाधिकार कर आणि धारक  
 एम.स.सि. सेचुरी कॅनिस्टर कं.शा.७ कामका  
 करणारा आलेला आहे.

*(Signature)*  
 १५/०३/१८  
 उ.अ.मु.अ.  
 कल्याण

०५/१२/१८ मूळ पत्रे १९१९ चे सा  
 जाणिल्या अर्जावेल्यान से सेचुरी देणान (म  
 (१५२२०१) फे.क्र.१२३१ डि.विकान अफ सेचुरी  
 १३ नुसार काम वरतीची देण्यात येवून  
 सुदक्षिन लॉफ देण्यात येई  
 येत आहे

*(Signature)*  
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 उ.अ.मु.अ.  
 कल्याण

डॉक्टर डी.विनायक मोरिसाचे दि १९१२/०१/१९ र्दानपत्र अर्जासो आनवा.क्र.पत्र  
 डॉन क्र. १५/१०/१८ १८  
 मूळ पत्र दि १९१२/०१/१८  
 केल्या दि १९१२/०१/१८  
 दि १९१२/०१/१८  
 दि १९१२/०१/१८  
 दि १९१२/०१/१८

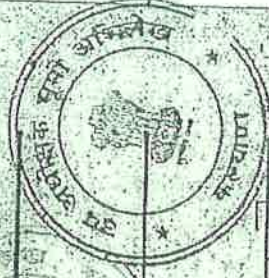
सत्यपुत्र  
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 कल्याण नुसापक  
 कल्याण



कलन - ४  
 दस्तक. १६०७६/२०२२  
 १०८/१०००

पे का मु. १०७७  
 मा. नि. म. वि. न. ८११६ दि. १९-२-१९. 1087  
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राज्यीय पत्रिका

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मिस्टर सेचुराई डिप्लोमा कॅडि शाही


१०७७७७	म. मावरी अनुसूचित जाति संवतक पुणे जिल्हा (म. मावरी) पुणे जिल्हा विभाग - कॅडि डिप्लोमा - अर्थी कॅडि शाही
	दि. १६/१२/२०१५ व. म. कॅडि डिप्लोमा अर्थी कॅडि शाही
	पत्रिका नं. १०७७७७
	म. मावरी अनुसूचित जाति संवतक पुणे जिल्हा (म. मावरी) पुणे जिल्हा विभाग - कॅडि डिप्लोमा - अर्थी कॅडि शाही

१०७७७७



कलस - ४  
 दस्त क्र. १६०५६ / २०२२  
 १०६ / ११०

उप-अधीक्षक सभे अतिरिक्त, कल्याण जिल्हा  
 वॉलेल जोपुस रु/नाम मोरने: ०३/१०/२५५(३)  
 पोस्चो लशी निर्गमा २०२२ पिलाकु = ३५३/२०२२  
 उरान्ने गुळ आरिवापरिकेकळे सुभाबिबिब केरान्ना  
 नोप वेपान आनी मोर

११/११/२०२२  
 उ.अ.पू.अ.  
 कल्याण

सुवा स नो २६९ जे डा  
 उणिनाः आभिलेष्ठा मे सेच्युरो रेमान (मः  
 (क) मने कि प्र अक्ष/ डिबेज न जोप येच्युरो  
 उा नुसार नल क्ली टेम्स गव्हिस इन्डिज लि  
 सुभाबिब जोप वेपान  
 जोप मोर

११/११/२०२२  
 उ.अ.पू.अ.  
 कल्याण

इतिहासी रिषिणी मोरु याचे दि २३/१२/२०२२ च मासुत इजनिदी वा.वा.पु.रूपग

संग मजी क FOD ३१०  
 अर्ज मल दि २३/१२/२०२२  
 जेका दि २३/१२/२०२२  
 दि २०/ -  
 दि २/ -  
 दि २३/ -

सत्यधन  
 B. D. D. D.  
 निरिषण भूमिपक  
 अरवली



कलन - ४  
दस्त क्र. १२००६ / २०२२  
९९० / ९००

## CENTURY Textiles and Industries Limited

REGD. OFFICE : "CENTURY BHAVAN", DR. ANNIE BESANT ROAD, WORLI, MUMBAI-400 030, INDIA.  
TEL.: +91-22-2495 7000 FAX: +91-22-2430 9491, +91-22-2436 1980  
E-Mail: ctili.ho@birlacentury.com Website: www.centurytextltd.com

CIN-L17120MH1997PLC000163

OUR REF. :

### COPY OF THE RESOLUTION PASSED AT A MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON 8<sup>TH</sup> NOVEMBER, 2019

#### AUTHORITY TO BIRLA ESTATES PVT. LTD. TO SIGN AGREEMENTS WITH PURCHASER FOR SALE OF APARTMENTS IN BIRLA VANYA PROJECT

In modification of earlier resolution passed by the Board vide its Resolution No.8 dated 21.12.2018, the Board RESOLVED THAT, the Company hereby authorizes the following signatories to severally sign, execute and register before the Sub-Registrar of Assurances, the Agreements with flat purchasers, Letters of Allotment, No Objection Certificate to mortgage/charge (on request from the buyers) and all other writings that may be required to be signed/executed in respect of sale of flats, apartments, shops, units, garages, car parking spaces, etc, with the flat purchasers of the premises in project Birla Vanya at Shahad, Kalyan:

1. Mr. Shodhan Kembhavi
2. Ms. Mayura Pradhan
3. Mr. Gaurav Jain
4. Mr. Ankit Agarwal
5. Mr. Himanshu Jain
6. Mrs. Ananya Gandotra
7. Ms. Ami Mistry
8. Mr. Tejinder Pal Singh
9. Mr. Narendra Joshi
10. Mr. Manoj Fitkariwala
11. Mr. Sachin Sinnarkar
12. Mrs. Anitha Krishnan
13. Mr. Manas Sharma
14. Ms. Gopi Bengeri

RESOLVED FURTHER THAT, the above authorised signatories are further authorised to delegate the power of admitting the execution of the Agreements with flat



B K BIRLA GROUP OF COMPANIES



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क ल न - ४  
क्र. १६०७० / २०२२  
१९९ / १००

CENTURY TEXTILES AND INDUSTRIES LTD.

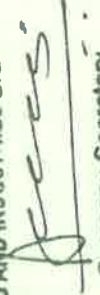
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purchasers and other documents before the Sub-Registrar of Assurances at Shahad, Kalyan to the following authorized persons severally:

1. Ms. Jyoti Sharma
2. Mrs. Sunita Thapliyal
3. Mr. Shivaji Bhoir
4. Mr. Uday Kesarkar
5. Mr. Pradeep Rajput
6. Mr. Harishchandra S. Kanade
7. Mr. Gaurav S. Jagtap

Further RESOLVED that Shri K. T. Jithendran or any one of the Directors of the Company be and are hereby authorised severally to issue certified copy of this resolution.

CERTIFIED TRUE COPY  
For CENTURY TEXTILES AND INDUSTRIES LTD.

  
Company Secretary  
(Membership No. 10100)







**कलन - ४**  
**दस्तावेज - ११२/२०२२**  
**११२/२०२**

Department of Revenue & Discharge, Kalyan, MS.	
No. 112/2022, dated 27/10/2022	
Sl. No.	Name
1	Mr. K. K. Kulkarni
2	Mr. S. S. S. S.
3	Mr. M. M. M. M.
4	Mr. N. N. N. N.
5	Mr. P. P. P. P.
6	Mr. Q. Q. Q. Q.
7	Mr. R. R. R. R.
8	Mr. S. S. S. S.
9	Mr. T. T. T. T.
10	Mr. U. U. U. U.
11	Mr. V. V. V. V.
12	Mr. W. W. W. W.
13	Mr. X. X. X. X.
14	Mr. Y. Y. Y. Y.
15	Mr. Z. Z. Z. Z.



**कलन - २**  
**दस्तावेज - ११२/२०२२**

Sl. No.	Name	Designation	Remarks
1	Mr. K. K. Kulkarni	Joint Sub Registrar	Present
2	Mr. S. S. S. S.	Joint Sub Registrar	Present
3	Mr. M. M. M. M.	Joint Sub Registrar	Present
4	Mr. N. N. N. N.	Joint Sub Registrar	Present
5	Mr. P. P. P. P.	Joint Sub Registrar	Present
6	Mr. Q. Q. Q. Q.	Joint Sub Registrar	Present
7	Mr. R. R. R. R.	Joint Sub Registrar	Present
8	Mr. S. S. S. S.	Joint Sub Registrar	Present
9	Mr. T. T. T. T.	Joint Sub Registrar	Present
10	Mr. U. U. U. U.	Joint Sub Registrar	Present
11	Mr. V. V. V. V.	Joint Sub Registrar	Present
12	Mr. W. W. W. W.	Joint Sub Registrar	Present
13	Mr. X. X. X. X.	Joint Sub Registrar	Present
14	Mr. Y. Y. Y. Y.	Joint Sub Registrar	Present
15	Mr. Z. Z. Z. Z.	Joint Sub Registrar	Present

**कलन - २**  
**दस्तावेज - ११२/२०२२**

**COMMITTEE OF ATTORNEYS**

1) By a duly signed Agreement dated 27/10/2022, the undersigned, Mr. K. K. Kulkarni, Joint Sub Registrar, Kalyan, has been authorized to act as the Attorney for the purpose of the Development Agreement at the premises of the Development Officer at Kalyan, District, Maharashtra, State of Maharashtra, India.

**MEMORANDUM**

1) By a duly signed Agreement dated 27/10/2022, the undersigned, Mr. K. K. Kulkarni, Joint Sub Registrar, Kalyan, has been authorized to act as the Attorney for the purpose of the Development Agreement at the premises of the Development Officer at Kalyan, District, Maharashtra, State of Maharashtra, India.

2) The undersigned, Mr. K. K. Kulkarni, Joint Sub Registrar, Kalyan, has been authorized to act as the Attorney for the purpose of the Development Agreement at the premises of the Development Officer at Kalyan, District, Maharashtra, State of Maharashtra, India.

3) The undersigned, Mr. K. K. Kulkarni, Joint Sub Registrar, Kalyan, has been authorized to act as the Attorney for the purpose of the Development Agreement at the premises of the Development Officer at Kalyan, District, Maharashtra, State of Maharashtra, India.

4) The undersigned, Mr. K. K. Kulkarni, Joint Sub Registrar, Kalyan, has been authorized to act as the Attorney for the purpose of the Development Agreement at the premises of the Development Officer at Kalyan, District, Maharashtra, State of Maharashtra, India.

- 1) Mr. Anil Kulkarni
- 2) Mr. Tejendra Patil
- 3) Mr. Manoj Patil
- 4) Mr. Anil Patil
- 5) Mr. Anil Patil
- 6) Mr. Anil Patil
- 7) Mr. Anil Patil
- 8) Mr. Anil Patil
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- 12) Mr. Anil Patil
- 13) Mr. Anil Patil
- 14) Mr. Anil Patil
- 15) Mr. Anil Patil
- 16) Mr. Anil Patil
- 17) Mr. Anil Patil
- 18) Mr. Anil Patil

For execution and attestation of the necessary documents relating to sale of the property mentioned in the Schedule, hereby below.

FOR KNOW BY THESE PARTIES: Mr. K. K. Kulkarni, Joint Sub Registrar, Kalyan, District, Maharashtra, State of Maharashtra, India, has been authorized to act as the Attorney for the purpose of the Development Agreement at the premises of the Development Officer at Kalyan, District, Maharashtra, State of Maharashtra, India.

- 1) Mr. Anil Kulkarni
- 2) Mr. Tejendra Patil
- 3) Mr. Manoj Patil
- 4) Mr. Anil Patil
- 5) Mr. Anil Patil
- 6) Mr. Anil Patil
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- 12) Mr. Anil Patil
- 13) Mr. Anil Patil
- 14) Mr. Anil Patil
- 15) Mr. Anil Patil
- 16) Mr. Anil Patil
- 17) Mr. Anil Patil
- 18) Mr. Anil Patil

To do, perform and execute in and under the following acts, matters, deeds and things of any kind for and on behalf of the Company as the Attorney for the purpose of the Development Agreement at the premises of the Development Officer at Kalyan, District, Maharashtra, State of Maharashtra, India.

1) To do, perform and execute in and under the following acts, matters, deeds and things of any kind for and on behalf of the Company as the Attorney for the purpose of the Development Agreement at the premises of the Development Officer at Kalyan, District, Maharashtra, State of Maharashtra, India.



**कलन - २**  
**दस्तावेज - ११२/२०२२**



कलन - ४  
दस्ता क्र. १४०७७/२०२२  
७७४/९४०



BIRLA ESTATES

BIRLA ESTATES

NOTICE TO THE MEMBERS OF THE COMPANY THAT THE COMPANY HAS APPOINTED THE REGISTERED OFFICE OF THE COMPANY AT 439 MARKET STREET, MADRAS.

THE MEMBERS OF THE COMPANY ARE HEREBY NOTICED THAT THE REGISTERED OFFICE OF THE COMPANY HAS BEEN APPOINTED AT 439 MARKET STREET, MADRAS, AND ALL COMMUNICATIONS RELATIVE TO THE COMPANY SHOULD BE SENT TO THE REGISTERED OFFICE AT THE ABOVE ADDRESS.

THE MEMBERS OF THE COMPANY ARE HEREBY NOTICED THAT THE REGISTERED OFFICE OF THE COMPANY HAS BEEN APPOINTED AT 439 MARKET STREET, MADRAS, AND ALL COMMUNICATIONS RELATIVE TO THE COMPANY SHOULD BE SENT TO THE REGISTERED OFFICE AT THE ABOVE ADDRESS.

THE MEMBERS OF THE COMPANY ARE HEREBY NOTICED THAT THE REGISTERED OFFICE OF THE COMPANY HAS BEEN APPOINTED AT 439 MARKET STREET, MADRAS, AND ALL COMMUNICATIONS RELATIVE TO THE COMPANY SHOULD BE SENT TO THE REGISTERED OFFICE AT THE ABOVE ADDRESS.

THE MEMBERS OF THE COMPANY ARE HEREBY NOTICED THAT THE REGISTERED OFFICE OF THE COMPANY HAS BEEN APPOINTED AT 439 MARKET STREET, MADRAS, AND ALL COMMUNICATIONS RELATIVE TO THE COMPANY SHOULD BE SENT TO THE REGISTERED OFFICE AT THE ABOVE ADDRESS.



1925-26  
1926-27  
1927-28

*[Signature]*  
President

March 15/26 488

NOTICE TO THE MEMBERS OF THE COMPANY

THE MEMBERS OF THE COMPANY ARE HEREBY NOTICED THAT THE REGISTERED OFFICE OF THE COMPANY HAS BEEN APPOINTED AT 439 MARKET STREET, MADRAS, AND ALL COMMUNICATIONS RELATIVE TO THE COMPANY SHOULD BE SENT TO THE REGISTERED OFFICE AT THE ABOVE ADDRESS.

- Mt. Actuality (Paid - Stamp), Investment only
- Mt. By order of the Registrar, Madras
- Mt. By order of the Registrar, Madras
- Mt. By order of the Registrar, Madras
- Mt. By order of the Registrar, Madras
- Mt. By order of the Registrar, Madras
- Mt. By order of the Registrar, Madras
- Mt. By order of the Registrar, Madras

1925-26  
1926-27  
1927-28

REGISTRAR GENERAL

*[Signature]*  
Registrar

March 15/26 488



1925-26  
1926-27  
1927-28

*[Signature]*  
BIRLA ESTATES

March 15/26 488

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1927-28



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*[Signature]*  
BIRLA ESTATES

March 15/26 488



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क ल न - ४

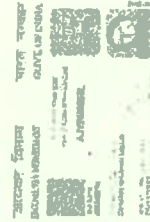
दस्ता क्र. १६०७८ / २०२२

११/१/२०२०












4/8






जि. उप. थाने  
Dist. Thane

कलन - ४  
 दस्ता क्र. १४००६/२०२२  
 ११६/१००



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कलन - ४  
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११० / १४०



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कलन - ४  
 दस्त क्र. १२००६ / २०२२  
 ११८ / १४०



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CSMS/SH  
 8787 Form Number 8

FORM NO. CSMS/SH/8787	DATE OF ISSUE	ISSUED BY	Page Number
1	2	3	4
Type of Payment			
1. Single			
2. Multiple			
3. Recurring			
4. Other			
5. Other			
6. Other			
7. Other			
8. Other			
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कलन - ४  
 दस्ता क्र. १९०६/२०२२  
 ११२/१००

**D Home Care**  
 Director, Guard of Prisoners & Women  
 Receipt of Deposit and Handing Charge

PNR	1511201402354	Amount	15112018
Prisoner's Bill (Prisoners' Fund) Money Order - Withdrawal - 15112018			
15112018 - Amount of 15112018 is being charged by the Government for the prisoner's fund.			
The amount of 15112018 is being charged by the Government for the prisoner's fund.			

Payment Details	
Bank Name	State Bank of India
Branch	100251201811501793
Account No.	201919111161616
Branch Code	15112014023640
Prisoner No.	15112018

15112018



दस्ता क्र - २  
 ११२/१००/३५  
 २०२२

Sanitary (Kodha) Subbing D

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Sanitary (Kodha) Subbing D

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 15/11/2018



Sl. No.	1	Name	...
Sl. No.	2	Name	...





कल न - ४  
 दस्त क्र. १६०४६ / २०२२  
 १२० / १००

Submil. 05-20 ( १०१ / १००१ / १०१ - १ )

पं. क्र.	१६११००१५	१०/०८/२०१५
पं. क्र.	१६११००१५	१०/०८/२०१५

१०/०८/२०१५ १२:५४:१३ PM

१६११००१५ १०/०८/२०१५ १२:५४:१३ PM

१६११००१५ १०/०८/२०१५ १२:५४:१३ PM



१६११००१५ १०/०८/२०१५ १२:५४:१३ PM

१६११००१५ १०/०८/२०१५ १२:५४:१३ PM

१६११००१५ १०/०८/२०१५ १२:५४:१३ PM



18-1-15
15058





कलन - 8  
 दस्त क्र. 9006 / 2022  
 900 / 900

D. We are unable to appear before the Joint Sub-Registrar of Assurances at Kalyan - 4, B and D for signing execution and registration of said Documents.

E. We, therefore, request to clause no. 3 of the Power of Attorney dated 12.11.2019 and for issuance of appointing attorney, 27.11.2019, to the following persons:

1. Mr. Ajay Sharma

3. Mr. Pradip P. Jait
4. Mr. Vijay Kumar
5. Mr. Shyam Shrivastava

6. Mr. Harish Chandra S. Kulkarni
7. Mr. G. S. S. Jagtap

As Mr. Yashraj Indurkha is the son of late Mr. Yashraj Indurkha, who is the owner of the property situated at Kalyan - 4, B and D and is unable to appear before the Joint Sub-Registrar of Assurances at Kalyan - 4, B and D for signing execution and registration of the said Documents, we request to the said Joint Sub-Registrar of Assurances to issue a Power of Attorney to the following persons to execute the said Documents on behalf of the said Mr. Yashraj Indurkha:

NON KNOW ALL MEN AND THESE WITNESSETH THAT THEY

1. Mr. Ajay Sharma
2. Mr. Pradip P. Jait
3. Mr. Vijay Kumar
4. Mr. Shyam Shrivastava
5. Mr. Harish Chandra S. Kulkarni
6. Mr. G. S. S. Jagtap

being duly and lawfully known as attorneys for signing the documents of Mr. Yashraj Indurkha at Kalyan - 4, B and D, do hereby declare and certify that they are the true and correct owners of the said property.

1. Mr. Ajay Sharma

2. Mr. Pradip P. Jait
3. Mr. Vijay Kumar

4. Mr. Shyam Shrivastava
5. Mr. Harish Chandra S. Kulkarni
6. Mr. G. S. S. Jagtap

9006/2022

9006/2022

9006/2022

Handwritten notes and signatures in the right margin of the first page.

1. Mr. Ajay Sharma  
 2. Mr. Pradip P. Jait  
 3. Mr. Vijay Kumar  
 4. Mr. Shyam Shrivastava  
 5. Mr. Harish Chandra S. Kulkarni  
 6. Mr. G. S. S. Jagtap

1. Mr. Ajay Sharma  
 2. Mr. Pradip P. Jait  
 3. Mr. Vijay Kumar  
 4. Mr. Shyam Shrivastava  
 5. Mr. Harish Chandra S. Kulkarni  
 6. Mr. G. S. S. Jagtap



9006/2022

9006/2022

कलन - 8  
दस्तक्र. 9800e/2022  
7/83/900



संयुक्त रूप से विद्युत पुणर्व्यापक और परिवर्तन उपकरण  
रूप में जारी किया गया है।

**ANNUAL GENERAL MEETING**

**20th AGM**

**21st AGM**

**22nd AGM**

**23rd AGM**

**24th AGM**

**25th AGM**

**26th AGM**

**27th AGM**

**28th AGM**

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**99th AGM**

**100th AGM**

Check/Order - 22, Dated 26th June 2022

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BIRLA ESTATES

10, MANSAROVAR ROAD, NEW DELHI, INDIA



BIRLA ESTATES

RESOLUTIONS PASSED AT THE BOARD MEETING HELD ON THE 28th DAY OF... [text continues]

1. Mr. Pradip Datta, Chairman, has resigned from his office as Chairman of the Board of Directors of the Company, effective from the date of the meeting of the Board of Directors held on the 28th day of June 2022.

2. Mr. Arun Kishore, Director, has resigned from his office as Director of the Company, effective from the date of the meeting of the Board of Directors held on the 28th day of June 2022.

3. Mr. Shrikant Singh, Director, has resigned from his office as Director of the Company, effective from the date of the meeting of the Board of Directors held on the 28th day of June 2022.

4. Mr. Hanupatandra S Khandelwal, Director, has resigned from his office as Director of the Company, effective from the date of the meeting of the Board of Directors held on the 28th day of June 2022.

5. Mr. Geyraj S. Jangir, Director, has resigned from his office as Director of the Company, effective from the date of the meeting of the Board of Directors held on the 28th day of June 2022.

6. Mr. [Name], Director, has been appointed as Director of the Company, effective from the date of the meeting of the Board of Directors held on the 28th day of June 2022.

7. Mr. [Name], Director, has been appointed as Director of the Company, effective from the date of the meeting of the Board of Directors held on the 28th day of June 2022.

8. Mr. [Name], Director, has been appointed as Director of the Company, effective from the date of the meeting of the Board of Directors held on the 28th day of June 2022.

9. Mr. [Name], Director, has been appointed as Director of the Company, effective from the date of the meeting of the Board of Directors held on the 28th day of June 2022.

10. Mr. [Name], Director, has been appointed as Director of the Company, effective from the date of the meeting of the Board of Directors held on the 28th day of June 2022.

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30/12/22

31/12/22



*Signature*  
[Name]

Dated: 28/6/22

BIRLA ESTATES (INDIA) LIMITED  
*Signature*  
(For Director)



क ल न - ४  
दस्त क्र. १८०६ / २०२२  
१२०/१००



भारत सरकार  
GOVT. OF INDIA  
आयकर विभाग  
INCOME TAX DEPARTMENT  
आयकर अधिनियम  
INCOME TAX ACT, 1961  
आयकर अध्यादेश  
INCOME TAX (AMENDMENT) ACT, 2022

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२०२२/२८  
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आयकर विभाग  
INCOME TAX DEPARTMENT  
भारत सरकार  
GOVT. OF INDIA  
आयकर अधिनियम  
INCOME TAX ACT, 1961  
आयकर अध्यादेश  
INCOME TAX (AMENDMENT) ACT, 2022

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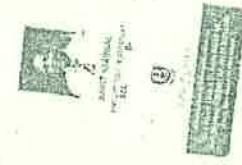
क ल न - ४  
 दस्त क्र. १६००८ / २०२२  
 १२५ / १२०



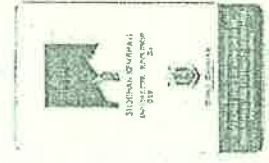
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१२५ / १२०



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कलन - ४  
 दस्त क्र. १८००६ / २०२२  
 १२६/१००



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पत्र क्र. २  
 १२६/१००  
 २०२२



पत्र क्र. २  
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पत्र क्र. २  
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पत्र क्र. २  
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क ल न - ४  
दस्ता क्र. १७००८/२०२२  
१२०/१२०



१२०/१२०



१२०/१२०

महाराष्ट्र शासन  
अर्थशास्त्र विभाग  
पंजीयन विभाग  
मुंबई

२०१९



१२०/१२०

महाराष्ट्र शासन  
अर्थशास्त्र विभाग  
पंजीयन विभाग  
मुंबई

२०१९



१२०/१२०



कलन - ४  
 दस्त क्र. १६०७६ / २०२२  
 १२६/१००



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२०२२/०६/१६



१३.



२०२२/०६/१६



कलन - ४  
 दस्तक्र. २००६/२०२२  
 १२८/१००

CHSL 1/25  
 BDP Form Number 8

आवक नं. १२८/१००  
 दिनांक २०/१०/२०२२

पं. नं.	१	अवकाश	२००६
पं. नं.	२	अवकाश	२००६
पं. नं.	३	अवकाश	२००६
पं. नं.	४	अवकाश	२००६

अवकाश

प्रमाणित

२०/१०/२०२२

१२८/१००

**D H C**  
 Director of Document Charges

Receipt of Document Handling Charges

Sl. No. 101/27/06/219  
 Reference No. 164/2019

Received by: **Dr. J. K. Singh** (Signature)  
 For: **Dr. J. K. Singh** (Signature)

Bank Name: **IOB**  
 Branch: **10034/02019/1150/MIS**  
 Account No: **151/251/06/246B**

Payment Details:  
 Payment Date: **16/11/2019**  
 Bank No: **10034/02019/1150/MIS**  
 Branch: **IOB**  
 Account No: **151/251/06/246B**

This is to certify that the above amount has been received in full.

१ - २  
 ३ - ३  
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१ - २  
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 ४ - ३

Summary - 1 (Cash/Handled)

Sl. No.	Description	Amount
1	...	...
2	...	...
3	...	...
4	...	...
5	...	...

Total: ₹ 1,00,000.00

Summary - 2 (Cash/Handled)

Sl. No.	Description	Amount
1	...	...
2	...	...
3	...	...
4	...	...
5	...	...

Total: ₹ 1,00,000.00

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 १० - ३



**क ल न - ४**  
**दस्त क्र. १४०५२ / २०२२**  
**१४० / १४०**

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Sl. No.	Name	Address	Signature
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2	...	...	...

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**घोषणापत्र**

मी / आम्ही श्री. गौरव जगताप / श्री. ~~हरीशंकर कनडे~~, वय - २३ वर्षे, राहणार अरिहंत पुजा, तट प्लाझा जवळ, गाधीनगर, डोंबिवली (पुर्व) - ४२१२०४ याद्वारे घोषित करतो / ~~कनडे~~ की, दुय्यम निबंधक कल्याण - ४ यांचे कार्यालयात - करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. बिली इस्टेट्स प्रा. लि. व इ. यांनी दि. १५/११/२०१९ रोजी मला / आम्हांस दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी / आम्ही सदर दस्त नोंदणीस सदर केला आहे / निष्पादित करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यार पत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीवैकी कोणीही ययत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबादल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी / आम्ही पूर्णतः सक्षम आहे. सदरचे कथम चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी / आम्हांस पात्र राहीन / राहू याची मला / आम्हांस जाणीव आहे.

तारीख : 05/12/2022  
 ठिकाण : डोंबिवली / कल्याण



...

सदर अखत्यारपत्र सत्यतोषिणी संपूर्ण यांनी केली आहे व त्याचे सत्यतेविषयेची मी खात्री करून घेतली आहे

क ल न - ४  
 दस्त क्र. 980ve / 2022  
 989 / 900

आयकर विभाग  
 INCOME TAX DEPARTMENT

भारत सरकार  
 GOVT OF INDIA

एनपीएन संख्या  
 Permanent Account Number Card

AAHCB5831G

BIRLA ESTATES PRIVATE LIMITED

25/12/2017

कार्य लेख संख्या / PERMANENT ACCOUNT NUMBER  
 AAACC2659Q

नाम / NAME  
 CENTURY TEXTILES AND INDUSTRIES LIMITED

पिढावण/बनने को तिथि / DATE OF INCORPORATION/FORMATION  
 20-10-1997

आयकर विभाग (संस्था)  
 DIRECTOR OF INCOME TAX (SYSTEMS)

भारत सरकार  
 Govt of Maharashtra, India

गौरव सोमनाथ अग्रवाल  
 Gaurav Somnath Jagtap

आई : संगीता सोमनाथ अग्रवाल  
 Mother : Sangita Somnath Jagtap

जन्म तारीख : DOB : 17/05/1996  
 पुरुष / Male



4270 5859 2686

- सामाज्य माणसाचा अधिकार

आयकर विभाग  
 INCOME TAX DEPARTMENT

भारत सरकार  
 GOVT OF INDIA

AKSHAY RAJU AHIRE  
 RAJU ROOPCHAND AHIRE

19/07/1994

Permanent Account Number  
 BFHPA3158J

आयकर विभाग  
INCOME TAX DEPARTMENT  
BHAUDAS B BANSOD  
BRAMHADAS WARLU BANSOD  
01/12/1980  
Permanent Account Number  
AJKPB2799L  
Signature

भारत सरकार  
GOVT OF INDIA

1102215

भारत सरकार  
Government of India  
भाउदास ब्रम्हादास बंसोड  
Bhaudas Bramhadass Bansod  
जन्म तारीख / DOB: 01/12/1980  
पुरुष / Male

7256 6839 5825

माझे आधार, माझी ओळख

Bansod

कलन - ४  
दस्त क्र. १०००६/२०२२  
१०२/१९८०

भारत सरकार  
Government of India  
विक्रान्त उद्धव लोखंडे  
Vikrant Udhao Lokhande  
जन्म वर्ष / Year of Birth : 1982  
पुरुष / Male

4249 5033 4339

आयकर विभाग  
INCOME TAX DEPARTMENT  
VIKRANT UDHAO LOKHANDE  
UDHAO GOMA LOKHANDE  
07/09/1982  
Permanent Account Number  
ACXPL9270G  
Signature

भारत सरकार  
GOVT OF INDIA

28012016

आधार - सामान्य माणसांचा अधिकार

To,  
विक्रान्त उद्धव लोखंडे  
Vikrant Udhao Lokhande  
Room No-304 Swati Tarangan Complex Co Hsg  
Wayle nagar  
Near Podar School Khedakpada kalyan (w)  
Kalyan

Phande



आयकर विभाग  
INCOME TAX DEPARTMENT  
MAYURI SANKET KARKHANIS  
RAJAN KESARINATH PITALE  
10/01/1985  
Permanent Account Number  
CBFPK4516F  
Signature

भारत सरकार  
GOVT. OF INDIA

GRN	4380112971420223E	Amount	4,09,200.00	Bank	IDBI BANK	Date	24/11/2022
			379200.00				
			4,09,200.00				



क ल न - ४  
दस्त क्र. १६००६ / २०२२  
१४३ / १००

Signature Not Verified  
Digitally signed by Dinesh Chandra Datta, DN: cn=DINESH CHANDRA DATT, o=TRUSTEES AND ACCOUNTS AND DIRECTORATE OF TREASURES, Mumbai 02, Date: 2022.11.24 12:57:23  
Reason: CRAS Secure Document  
Location India



CHALLAN  
MTR Form Number-6

GRN	MH0112971420223E	BARCODE	24112022103126	Date	24/11/2022-10:31:26	Form ID	382
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Department Inspector General Of Registration		Payer Details	
Type of Payment	Registration Fee	TAX ID / TAN (If Any)	
Office Name	KLN4 KALYAN 4 JOINT SUB REGISTRAR	PAN No.(If Applicable)	AJKPB2799L
Location	THANE	Full Name	BHADUDAS BRAMHADAS BANSOD
Year	2022-2023 One Time	Flat/Block No.	BIRLA VANYA FLAT NO. 3101 TOWER
		Premises/Building	B-ARRAL

Account Head Details	Amount In Rs.	379200.00
Stamp Duty	0030046401	379200.00
Registration Fee	0030063301	30000.00
Town/City/District		41 60 Sq. Mtrs
Area/locality		41 60 Sq. Mtrs
Pin		4 2 1 1 0 3
Remarks (If Any)		PAN2=AAHCB5831G-SecondPartyName=BIRLA ESTATES PVT LTD-CA=5414708

Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK
Cheque/DD No.		
Bank of Bank	IDBI BANK	
Name of Branch		
Bank Date	RBI Date	24/11/2022-17:27:30
Bank CIN	Ref. No.	69103332022112414377 719386899
Total		4,09,200.00

Department ID	9423514251
Signature Not Verified	
Mobile No.	9423514251
Department ID	9423514251

Sr. No.	1	Remarks	
Defacement No.	0005762004202223	Defacement Date	05/12/2022-12:32:40
Defacement Amount	30000.00	Used	IGR127

Challan Defacement Details  
Location India  
Document  
Date: 2022.11.24 12:57:23  
Reason: CRAS Secure Document  
Digitally signed by Dinesh Chandra Datta, DN: cn=DINESH CHANDRA DATT, o=TRUSTEES AND ACCOUNTS AND DIRECTORATE OF TREASURES, Mumbai 02, Date: 2022.11.24 12:57:23



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**D**ocument Handling Inspector General of Registration & Stamps

### Receipt of Document Handling Charges

PRN 0212202206969 Receipt Date 05/12/2022

Received from JT SUB REGISTRAR KALYAN, Mobile number 8454819276, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 16079 dated 05/12/2022 at the Sub Registrar office Joint S.R.Kalyan 4 of the District Thane.



### Payment Details

Bank Name SBIN Payment Date 02/12/2022  
Bank CIN 10004152022120206395 REF No. 233631577952  
Deface No 0212202206969D Deface Date 05/12/2022

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

कलन - ४  
दस्त क्र. १६०७९ / २०२२  
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**D**ocument Handling Inspector General of Registration & Stamps

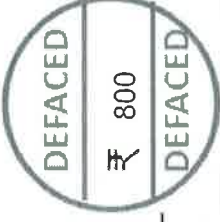
**H**andling Inspector General of Registration & Stamps

**C**haṛges

### Receipt of Document Handling Charges

PRN 0212202207067 Receipt Date 05/12/2022

Received from JT SUB REGISTRAR KALYAN, Mobile number 8454819276, an amount of Rs.800/-, towards Document Handling Charges for the Document to be registered on Document No. 16079 dated 05/12/2022 at the Sub Registrar office Joint S.R.Kalyan 4 of the District Thane.



### Payment Details

Bank Name	SBIN	Payment Date	02/12/2022
Bank CIN	10004152022120206571	REF No.	233660580036
Deface No	0212202207067D	Deface Date	05/12/2022

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

कलन - 8  
दस्तक्र. 980ve / 2022  
730 / 900



कलन - ४  
दस्ता क्र. १६०७६/२०२२  
१३६/१००



33E/16079

सोमवार, 05 डिसेंबर 2022 12:33 म.नं.

दस्त गोषवारा भाग-1

कलन4 9301900

दस्त क्रमांक: 16079/2022

दस्त क्रमांक: कलन4 /16079/2022

बाजार मूल्य: रु. 36,12,400/-

मोबदला: रु. 54,14,708/-

भरलेले मुद्रांक शुल्क: रु.3,79,200/-

दु.नि.सह.दु.नि.कलन4 यांचे कार्यालयगत

पावती:17194 पावती दिनांक: 05/12/2022

अ.क्रं. 16079 वर दि.05-12-2022

सादरकरणाचे नाव: भाऊदास ब्रम्हदास बन्सोड

रोजी 12:27 म.नं. वा. हजर केला.

नौदणी फी रु. 30000.00  
दस्त हाताळणी फी रु. 2800.00  
पृष्ठांची संख्या: 140

दस्त हजर करणाऱ्याची सही:

एकुण: 32800.00

Bennad



Joint Sub Registrar Kalyan 4



Joint Sub Registrar Kalyan 4

दस्ताचा प्रकार: करारनामा

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

शिकका क्रं. 1 05 / 12 / 2022 12 : 27 : 36 PM ची वेळ: (सादरीकरण)

शिकका क्रं. 2 05 / 12 / 2022 12 : 29 : 32 PM ची वेळ: (फी)

- प्रतिज्ञा पत्र -

सदर दस्तऐवज नौदणी कायदा १९०८ नियम १९६१ अंतर्गत चतुर्विंशत नौदणीस दाखल केला आहे. दस्तामधील संपुर्ण मजकूर निषादक व्यक्ती, साक्षीदार व सौबत जोडलेले कागदपत्रे दस्ताची सत्यता कायदेशीर बाबी साठी खालील निषादक व्यक्ती संपुर्णपणे जबाबदार आहेत. तसेच सदर हस्तांतरण दस्तांमुळे राज्यशासन/केंद्रशासन यांच्या कोणत्याही कायदा/नियम/परिपत्रक यांचे उल्लंघन होत नाही.

Bennad

लिहून घेणार सही



लिहून घेणार सही






दस्त गोपवारा भाग-2

कालन 4 9361900  
दस्त क्रमांक: 16079/2022

05/12/2022 12 37:20 PM

दस्त क्रमांक :कालन4/16079/2022  
दस्ताचा प्रकार :-करारनामा





अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:भाऊदास ब्रम्हदास बन्सोड पत्ता:प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: रशियन एनक्लेव्ह, ब्लॉक नं: आरई/30, रोड नं: ऑफिसर्म क्लब जवळ, एच.ए.एल. टाऊनशिप, ओझर, ता. निफाड, नाशिक, महाराष्ट्र, पिन:६६६६६६. पिन नंबर:AJKPB2799L	चिह्न घेणार वय :-42 स्वाक्षरी:- 		

वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.

ओळख:-

खालील इमम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

- अनु क्र. पक्षकाराचे नाव व पत्ता
- 1 नाव:अक्षय अहिरे -  
वय:28  
पत्ता:डोंबिवली पूर्व  
पिन कोड:421201
  - 2 नाव:विक्रांत लोबडे -  
वय:40  
पत्ता:कल्याण प.  
पिन कोड:421301

अनु क्र.	छायाचित्र	अंगठ्याचा ठसा
1		
2		

खालील पक्षकाराची कबुली उपलब्ध नाही.

अनु क्र.

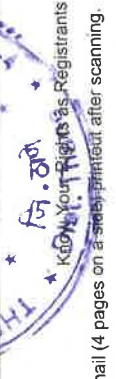
- 1 पक्षकाराचे नाव व पत्ता  
सेंच्युरी टेक्सटाईल अॅन्ड इंडस्ट्रीज लिमिटेड (तर्फे डिक्विजन सेंच्युरी इस्टेट्स) तर्फे अधिकृत :स्वाक्षरीधारक मानस शर्मा यांच्या तर्फे गौरव जगताप  
प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: सेंच्युरी भवन, ब्लॉक नं. -, रोड नं: डॉ. अॅनी बेड्जेट रोड, वरळी, मुंबई, महाराष्ट्र, मुम्बई.  
AAACC2659Q
- 2 कुलमुखत्यार पत्रधारक म्हणून गौरव जगताप  
मेसर्स बिल्डा इस्टेट्स प्रा. लि. तर्फे अधिकृत कुलमुखत्यार पत्रधारक म्हणून मानस शर्मा यांनी निष्पादित केलेले आणि :यांच्या वतीने कबुलीजबाब करिता  
प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: बिल्डा ऑरोरा, ब्लॉक नं. -, रोड नं: लेव्हल 8, डॉ. अॅनी बेड्जेट रोड, वरळी, मुंबई, महाराष्ट्र, मुम्बई.  
AAHCB5831G

Joint Sub Registrar Kalyan 4

Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	BHAUDAS BRAMHADAS BANSOD	eChallan	69103332022112414377	MH011129714202223E	379200.00	SD	0005762004202223	05/12/2022
2		DHC			2000	RF	0212202206969D	05/12/2022
3		DHC			800	RF	0212202207067D	05/12/2022
4	BHAUDAS BRAMHADAS BANSOD	eChallan			30000	RF	0005762004202223	05/12/2022

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



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08/12/2022 2 10:58 PM

दस्त गोपवारा भाग-2

कलन4 930980  
दस्त क्रमांक:16079/2022

दस्त क्रमांक :कलन4/16079/2022  
दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा उमा
1	नाव:सेसर्स विला इस्टेड्स प्रा. लि. तर्फे अधिकृत कुलमुखत्यार पत्रधारक म्हणून मानस शर्मा यांनी निष्पादित केलेले आणि यांच्या वतीने कबुलीजबाब करिता कुलमुखत्यार पत्रधारक म्हणून गौरव जगताप पत्ता:प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: विला ऑरोगा, ब्लॉक नं:-, रोड नं: लेव्हल 8, डॉ. अंणी बेडेंट रोड, वरळी, मुंबई, महाराष्ट्र, मुम्बई. पॅन नंबर:AAHCB5831G	पक्षकाराचा प्रकार विहून देणार वय :-23 स्वाक्षरी:-		
2	नाव:सेच्युरी टेक्सटाईल अॅन्ड इंडस्ट्रीज लिमिटेड (तर्फे डिव्हिजन सेच्युरी इस्टेड्स) तर्फे अधिकृत स्वाक्षरीधारक मानस शर्मा यांच्या तर्फे गौरव जगताप पत्ता:प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: सॅच्युरी भवन, ब्लॉक नं:-, रोड नं: डॉ. अंणी बेडेंट रोड, वरळी, मुंबई, महाराष्ट्र, मुम्बई. पॅन नंबर:AAACC2659Q	पक्षकाराचा प्रकार विहून देणार वय :-23 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिव्याचे कबुल करतान.  
शिक्षा क्र.3 ची वेळ:08 / 12 / 2022 01 : 59 : 58 PM

ओळखी:-

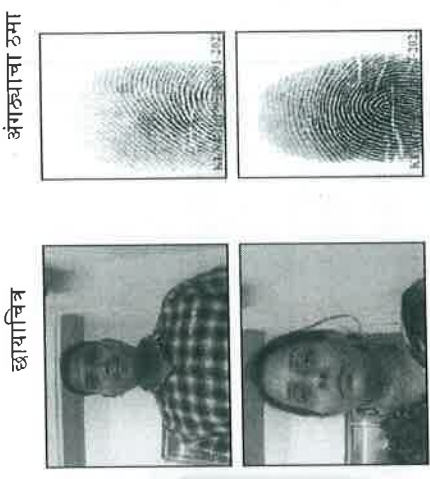
खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र. पक्षकाराचे नाव व पत्ता

1 नाव:अक्षय अहिर -  
वय:28  
पत्ता:डोंबिवली पूर्व  
पिन कोड:421201

2 नाव:मयुरी कारखानीस --  
वय:37

पत्ता:Donbivali Purv  
पिन कोड:421201



खालील पक्षकाराची कबुली उपलब्ध आहे :-

अनु क्र. पक्षकाराचे नाव व पत्ता

भाऊदाम ब्रम्हदास :बन्सोड  
प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: रशियन एनक्लेव्ह, ब्लॉक नं: आरई/30, रोड नं: ऑफिसर्स क्लब जवळ, एच.ए.एल. टाऊनशिप, ओझर, ता. निफाड,  
नाशिक, महाराष्ट्र, नास:ईक.  
AJKPB2799L

खालील पक्षकाराची कबुली उपलब्ध आहे :-

अनु क्र. पक्षकाराचे नाव व पत्ता

भाऊदाम ब्रम्हदास :बन्सोड  
प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: रशियन एनक्लेव्ह, ब्लॉक नं: आरई/30, रोड नं: ऑफिसर्स क्लब जवळ, एच.ए.एल. टाऊनशिप, ओझर, ता. निफाड,  
नाशिक, महाराष्ट्र, नास:ईक.  
AJKPB2799L

शिवका क्र.4 ची वेळ:08 / 12 / 2022 02 : 01 : 03 PM

शिवका क्र.5 ची वेळ:08 / 12 / 2022 02 : 02 : 35 PM नोंदणी पुस्तक 1 मध्ये

Joint Sub Registrar Kalyan 4



## Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	BHAUDAS BRAMHADAS BANSOD	eChallan	69103332022112414377	MH011129714202223E	379200.00	SD	0005762004202223	05/12/2022
2		DHC		0212202206969	2000	RF	0212202206969D	05/12/2022
3		DHC		0212202207067	800	RF	0212202207067D	05/12/2022
4	BHAUDAS BRAMHADAS BANSOD	eChallan		MH011129714202223E	30000	RF	0005762004202223	05/12/2022

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

16079 /2022

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क ल न - ४  
दस्त क्र. १६००६/२०२२  
१२१/१२०



प्रमाणीत करण्यात येते की सदर  
दस्त क्र. १६००६ मध्ये १२० पाने  
आहेत. पुस्तक क्रमांक १२१/२०२२  
नोंदला दि. १२/१२/२०२२

सह. दयम निबंधक कल्याण-४

## सूची क्र.2

दुय्यम निबंधक : सह.दु.नि.कल्याण 4

दस्त क्रमांक : 16079/2022

08/12/2022

नोंदणी :

Regn:63m

## गावाचे नाव : शहाड

(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	5414708
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	3612400

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

1) पालिकेचे नाव:कल्याण-डोंबिवली इतर वर्णन : इतर माहिती: उप मूल्य विभाग क्र. 13/52 - विभाग 7,शहाड(ब)दर 61,000/- मौजे शहाड स.नं. 16/1/5(पैकी),16/1(पैकी),17,18,218,मि.स.नं. 1550/ब,1550/ड,1653 वरील विला वन्य- फेज-1 बिल्डिंग,अराल(टॉवर वी),मदनिका नं. 3101,एकतिसावा मजला,क्षेत्रफळ 39.56 चौ.मी. + 2.04 चौ.मी. बापरण्यायोग्य जागा असे एकूण क्षेत्रफळ 41.60 चौ.मी. कॉर्पेट + 1 कार पार्किंग स्पेस सह,रेरा क्र. पी51700019178( ( Survey Number : स.नं. 16/1/5(पैकी), 16/1(पैकी), 17, 18, 218, मि. स. नं. 1550/ब, 1550/ड, 1653 ; ) )

(5) क्षेत्रफळ

1) 41.60 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पधकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमानामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.

1): नाव:-मेसर्स बिल्वा इस्टेट्स प्रा. लि. तर्फे अधिकृत कुलमुखत्यार पत्रधारक म्हणून मानस शर्मा यांनी निष्पादित केलेले आणि यांच्या वतीने कबुलीजबाब करिता कुलमुखत्यार पत्रधारक म्हणून गौरव जगताप वय:-23; पत्ता:-प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: बिल्वा ऑरोरा, ब्लॉक नं. -, रोड नं: लेव्हल 8, डॉ. अंणी बेझंट रोड, वरळी, मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400030 पॅन नं:-AAHCB5831G

2): नाव:-सॅच्युरी टेक्सटाईल अॅन्ड इंडस्ट्रीज लिमिटेड (तर्फे डिव्हिजन सॅच्युरी इस्टेट्स) तर्फे अधिकृत स्वाक्षरीधारक मानस शर्मा यांच्या तर्फे गौरव जगताप वय:-23; पत्ता:-प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: सॅच्युरी भवन, ब्लॉक नं. -, रोड नं: डॉ. अंणी बेझंट रोड, वरळी, मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400030 पॅन नं:-AAACC2659Q

(8)दस्तऐवज करून घेणा-या पधकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमानामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता

1): नाव:-भाऊदास ब्रम्हदास बत्सोड वय:-42; पत्ता:-प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: रशियन एमकनेव्ह, ब्लॉक नं: आरई/30, रोड नं: ऑफिसर्स क्लब जवळ, एच.ए.एल. टाऊनशिप, ओडर, ता. निफाड, नाशिक, महाराष्ट्र, णाम्:ई.क्र. पिन कोड:-422207 पॅन नं:-AJKPB2799L

(9) दस्तऐवज करून दिल्याचा दिनांक

05/12/2022

(10)दस्त नोंदणी केल्याचा दिनांक

08/12/2022

(11)अनुक्रमांक,खंड व पृष्ठ

16079/2022

(12)बाजारभावप्रमाणे मुद्रांक शुल्क

379200

(13)बाजारभावप्रमाणे नोंदणी शुल्क

30000

(14)शेरा

मुल्यांकनामाठी विचारात घेतलेला तपशील:-

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



सह.दुय्यम निबंधक कल्याण - ४

## Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	BHAUDAS BRAMHADAS BANSOD	eChallan	69103332022112414377	MH011129714202223E	379200.00	SD	0005762004202223	05/12/2022
2		DHC		0212202206969	2000	RF	0212202206969D	05/12/2022
3		DHC		0212202207067	800	RF	0212202207067D	05/12/2022
4	BHAUDAS BRAMHADAS BANSOD	eChallan		MH011129714202223E	30000	RF	0005762004202223	05/12/2022

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

