

AGREEMENT FOR SALE

| Flat No. A-602 | on Gth A | of the building |
|------------------------------|----------|-----------------|
| in the project 'TW Gardens'. | | |

Tw gardens



VASUDEV C WADHWA CONSTRUCTION

301 Platina, Plot no. C-59, G Block,
Bandra Kurla Complex, Bandra (E), Mumbai
Ph: +91 22 4366 8400

Email: info@wadhwadevelopers.com Web: thewadhwagroup.com

324/6440

पावती

Original/Duplicate

Friday,June 04 ,2021

नोंदणी क्रं. :39म

4:46 PM

पावती क्रं.: 7183 दिनांक: 04/06/2021

Regn.:39M

गावाचे नाव: पोयसर

दस्तऐवजाचा अनुक्रमांक: बरल-१ -6440-2021

दस्तऐवजाचा प्रकार: करारनासा

सादर करणाऱ्याचे नाव: स्निग्धा सचिन जोशी

नोंदणी फी दस्त हाताळणी फी रु. 30000.00

र. 1900.00

पृष्ठांची संख्या: 95

एक्ण:

₹. 31900.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 5:05 PM ह्या वेळेस मिळेल.

बाजार मुल्य: रु.13339579.04 /-

मोबदला रु.16954352/-

भरलेले मुद्रांक शुल्क : रु. 509000/-

1) देयकाचा प्रकार: POS रक्कम: रु.1900/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 323374210604 दिनांक: 04/06/2021

बॅकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH013436428202021M दिनांक: 19/03/2021

मुद्रांक शुल्क माफी असल्यास तपशिल :-

1) Mudrank 2020/CR136/M1(Policy) :Mumbai : Mudrank 2020/CR136/M1(Policy) :Mumbai (01-01-2021 to 31-03-2021)

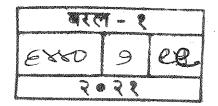
पुळ दस्त प्राप्त झाला.

मूल्याकन पत्रक (शहरी क्षेत्र - वांधीव) 04 June 2021,04:22:09 PM 202106045148 Valuation ID मुल्यांकताचे वर्ष 2020 जिल्हा मुंबई(उपनगर) मूल्य विभाग 78-पोईसर (बोरीवर्ला) 78/351 भुभाग; उत्तरेस गावाची सीमा, पुर्वेस राष्ट्रीय उदयान, दक्षिणेस गावाची सीमा व पश्चिमेस 36.60 मी. रंद नि.यो. रस्ता. उप मृत्य विभाग सर्व्हे नंबर /न, भू, क्रमांक वार्षिक मृल्य दर तक्त्यानुसार मृल्यदर रु. औद्योगीक निवासी सदनिका दुकाने मोजमापनाचे एकक खली जमीन चौरस मीटर 247900 158330 199000 82650 158330 वांधीव क्षेत्राची माहिती मिळकतीचा प्रकार-80.24चीरस मीटर निवासी सदनिका बांधकाम क्षेत्र(Built Up)-मिलकतीचा वापर-Rs.158330/--आर सी सी मिळकतीचे वय-0 TO 2वर्षे मूल्यदर/बाधकामाचा दर -उद्वबाहन सुविधा-मजला -5th floor To 10th floor Sale Type - First Sale Sale/Resale of built up Property constructed after circular dt.02/01/2018 मजला निहाय घट/वाढ = 105% apply to rate= Rs.166246/-=(((वार्षिक मूल्यदर - खुल्या जिमनीचा दर) * घमा-यानुसार टक्केबारी)+ खुल्या जिमनीचा दर) यसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर = (((166246-82650) * (100 / 100))+82650) = Rs.166246/- वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र 🐧) मुख्य मिळकतीचे मृल्य = 166246 * 80.24 = Rs.13339579.04/-= मुख्य मिळकरीचे मूल्य +तळपराचे मूल्य + मेझॅनाईन प्रजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + विस्त व खुल्या वांगंचे मूल्य + श्रीटिका चाल्कनी एकत्रित अंतिम मूल्य = A + B + C + D + E + F + G + H + I= 13339579.04 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0=Rs.13339579.04/-

Home Print

K

सत. दुखम निवंशक, बीरीवली क.-१, मुंबई उपनगर जिल्हा.







CHALLAN MTR Form Number-6

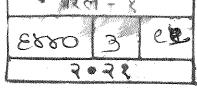


| GRN | MH013436428202021M | BARCODE | | | | I III Da | ite 18 | 3/03/2021-20:0 | 2:03 | Forn | n ID | 25 | .2 | | |
|--|--|---------------------------------|---------------------------|------------------|--|----------------------------------|----------|----------------|----------|-----------------------|-------------------------------|-----|----|---|--|
| Department Inspector General Of Registration | | | | | Payer Details | | | | | | | | | | |
| Stamp Duty Type of Payment Registration Fee | | | | | TAX ID / TAN (If Any) | | | | | | | | | | |
| Type of I | Payment Registration Fe | e | | | PAN No.(If A | .(If Applicable) | | | | | | | | | |
| Office Na | ame BRL1_JT SUB REG | GISTRAR BORI | VALI 1 | | Full Name SNIGDHA SACHIN JOSHI | | | | | | | | | | |
| Location MUMBAI | | | | | | | | | | | | | | | |
| Year 2020-2021 One Time | | | | | Flat/Block No. FLAT NO 602 6TH FLOOR A WING TW | | | | | | | | TW | | |
| | | • | | | Premises/B | uilding | GAF | RDENS | | | | | | | |
| | Account Head De | etails | Amou | unt In Rs. | | | | | | | | | | | |
| 0030045 | 501 Stamp Duty | | 2 | 209000.00 | Road/Street | Road/Street NEAR THAKUR PUBLIC S | | | | | SCHOOL THAKUR | | | | |
| 0030063 | 301 Registration Fee | | | 30000.00 | Area/Locali | ty | KAN | IDIVALI EAST | MUM | 1BAI | | | | | |
| 5. | | | | | Town/City/D | District | | | | | | | | | |
| | | | | | PIN | | | | 4 | 0 | 0 | 1 | 0 | 1 | |
| | | | | | Remarks (If Any) | | | | | | | | | | |
| | | | | | SecondPartyName=VASUDEV C WADHWA CONSTRUCTION~ . | | | | | | | | | | |
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| 239000.00 | | | | The River of the | | | | | | | | | | | |
| | | | | | 36 6 6 | | | | | | | | | | |
| V 50% | ACE | | | | Amount In | Two La | ıkh Thii | Nie Thous | and) | Supee | s O n | y * | | | |
| Total | | | 2, | ,39,000.00 | Words | | | | seems or | | | | | | |
| Paymen | t Details PUI | NJAB NATIONA | L BANK | | FOR USE IN RECEIVING BANK | | | | | | | | | | |
| | Cheque | e-DD Details | | | Bank CIN | Ref. No. | | - | | 900005 190321M1240999 | | | | | |
| | DD No. | 1- No. | | | Bank Date | RBI Date | 19 | /03/2021-15:2 | 7:27 | 20/03/2021 | | | | | |
| Name of | Bank | | | | Bank-Branch PUNJAB NATIONAL BANK | | | | | | | | | | |
| Name of Branch | | | | | Scroll No. , Date 1 , 20/03/2021 | | | | | | | | | | |
| सदर चर नाही • | ent ID: Signature This challar signature என ம்என wellified Digitally signe VIRTUAL TRE MUMBAI 03 Date: 2021.06 16:47:39 IST Reason: Secu Deface Bookiment Location: India | strar office o साठी त्यागु अ | only. Not प्राहे - मोद | valid f णी न | or unregister करावसाच्या ह | ed do | lle No. | ent. | | City | 00000 [] | | | | |
| Sr. No. | Remarks | | Defacemer | | | ment Dat | | UserId | | De | Defacement Amount 30000.00 | | | | |
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GRN: MH013436428202021M Amount: 2,39,000.00 Bank: PUNJAB NATIONAL BANK Date: 18/03/2021-20:02:03

| 2 | (iS)-324-6440 | 0000903951202122 | 04/06/2021-16:46:33 | IGR190 | 209000.00 |
|---|---------------|------------------|--------------------------------|--------|-------------|
| | | | Total Defacement Amount | | 2,39,000.00 |





Signature Not Verified

Digitally signed by DS VIRTUAL TREASY RY MUMBAI 03 Date: 2021.06 04 16:47:39 IST Reason: Secure Document Location: India



CHALLAN MTR Form Number-6



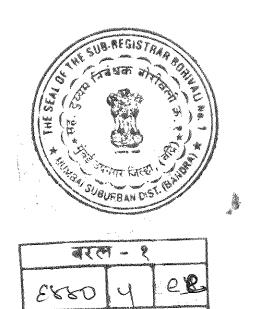
| GRN MH013436163202021M | | Date | 18/03/2021-19: | 56:20 | Forr | n ID | 25 | 5.2 | | | | |
|--|--|--|--|--|---------------------|-----------|-------------------|----------|------|----------|-------|--|
| Department Inspector General O | Payer Details | | | | | | | | | | | |
| Stamp Duty | TAX ID / TAN (If Any) | | | | | | | | | | | |
| Type of Payment Stamp Duty | | | PAN No.(If App | olicable) | e) | | | | | | | |
| Office Name BRL1_JT SUB REG | Full Name | SN | IIGDHA SACHI | N JOS | SHI | | | | | | | |
| Location MUMBAI | | | | | | | | | | | | |
| Year 2020-2021 One Tim | Flat/Block No | Flat/Block No. FLAT NO 602 6TH FLOOR A WING TO | | | | | | | | | | |
| | J Premises/Bui | J Premises/Building GARDENS | | | | | | | | | | |
| Account Head Det | ails | Amount In Rs | • | | | | | | | | | |
| 0030045501 Sale of NonJudicial St | tamp | 100000.0 | Road/Street | 3 | AR THAKUR LAGE | PU | BLIC | SCH | OOL | THA | KUR | |
| | | | Area/Locality | KA | NDIVALI EAST | MUN | /IBAI | | | | | |
| | | | Town/City/Dis | trict | | | | | | _ | | |
| | | | PIN | | | 4 | 0 | 0 | 1 | 0 | 1 | |
| | | | Remarks (If Any) | | | | | | | | | |
| | | | SecondPartyName=VASUDEV C WADHWA CONSTRUCTION~ | | | | | | | | | |
| DELLED | | | | | | | | | | | | |
| ₹100000.00 | | OVEREGISTAL | | | | | | | | | | |
| | | | | | | Sign | TF : | 77. | | 1 | | |
| EFACE! | | | Amount In | One Lakh Ri | upe es G nly | - | | 'n | 10 | ~\\ • | | |
| Total | the Land of the La | 1,00,000.0 | Words | | | Ø. | | , | | A P | | |
| Payment Details PUN | JAB NATIONAL | BANK | | FOR USE IN RECEIVING BANK | | | | | | | | |
| Cheque | -DD Details | | Bank CIN R | Bank CIN Ref. No. 03006172021031801782 19032 141245300 | | | | | | | | |
| ``leque/DD No. | | | Bank Date R | BI Date 1 | 9/03/2021-15:2 | 8:22 | 2 | 0/03/2 | 2021 | | | |
| Name of Bank | 4. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. | | Bank-Branch | Bank-Branch PUNJAB NATIONAL BANK | | | | | | | | |
| Name of Branch | Scroll No. , Da | Scroll No. , Date 1 , 20/03/2021 | | | | | | | | | | |
| Department ID: Signature NOTE:- This challan is grature सदर चटान केवल weiffied नार्धी. Digitally signed VIRTUAL TREA MUMBAI 03 Date: 2021.06 16:47:28 IST. Reason; Secure Challan Deface Pocument Location: India | र्यालयात नो by DS ASV RY 04 | yistrar office onl गंसाठी लागु आहे | . नोटमील्ल | 8.80 M.G. | ed do | ardi K | ent. | | | ਸ਼ | | |
| Sr. No. Remarks | | Defacement No. | Defaceme | Defacement Date | | | Defacement Amount | | | | | |
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Print Date 04-06-2021 04:47:27

Page 1/2

GRN: MH013436163202021M Amount: 1,00,000.00 Bank: PUNJAB NATIONAL BANK Date: 18/03/2021-19:56:20

Total Defacement Amount 1,00,000.00



Signature Not
Verified
Digitally signed by DS
VIRTUAL TREASURY
MUMBAI 03
Date: 2021.06 04
16:47:28 IST
Reason: Secure
Document
Location: India



CHALLAN MTR Form Number-6



| GRN | MH013436320202021M | BARCODI | | | | III Dat | te 18/0 | 3/2021-19: | 59:46 | Fori | n ID | 25 | i,2 | | | |
|---|-------------------------|---------------|---------|--|--|--------------------------------|----------------------|--|----------|--------------|--------------------------------|--------------|-------|----------|--|--|
| Department Inspector General Of Registration | | | | | Payer Details | | | | | | | | | | | |
| Stamp Duty | | | | | TAX ID / TAN (If Any) | | | | | | | | | | | |
| Type of I | Payment Stamp Duty | | | | PAN No.(If Applicable) | | | | | | | | | | | |
| Office Name BRL1_JT SUB REGISTRAR BORIVALI 1 | | | | | | Full Name SNIGDHA SACHIN JOSHI | | | | | | | • | | | |
| Location MUMBAI | | | | | | | | | | | | | | | | |
| Year 2020-2021 One Time | | | | | Flat/Block No. FLAT NO 602 6TH FLOOR A WING | | | | | | | | TW | | | |
| | | | | | Premises/B | uilding | GARD | ENS | | | | | | | | |
| | Account Head D | etails | | Amount In Rs. | | | .J | | | | | | | | | |
| 0030045 | 501 Sale of NonJudicial | Stamp | | 200000.00 | Road/Street | | 1 | NEAR THAKUR PUBLIC SCHOOL THAKUR VILLAGE | | | | | | | | |
| | | | | | Area/Locality KANDIVALI EAST MUMBAI | | | | | | | | | | | |
| | | | | | Town/City/D | istrict | | | | | | | | | | |
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| | | <u></u> | | | Remarks (If Any) | | | | | | | | | | | |
| | | | | | SecondPartyName=VASUDEV C WADHWA CONSTRUCTION~ | | | | | | | | | | | |
| | #EEO | | | | SecondPartyName=VASUDEV C WADHWA CONSTRUCTION— | | | | | | | | | | | |
| 200000.00 | | | | | | | | | ARAG | a T | at has | | | | | |
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| | Cheqi | ıe-DD Details | | | Bank CIN | Ref. No. | 0300 | 3006172021031801789 190321M1282242 | | | | | | <u> </u> | | |
| `ieque/l | DD No. | ******* | | | Bank Date | RBI Date | 19/0 | 3/2021-15:3 | 6:18 | 3 20/03/2021 | | | | | | |
| Name of | Bank | | -10 | | Bank-Branch | nk-Branch PUNJAB NATIONAL BANK | | | | | | | | | | |
| Name of Branch | | | | | Scroll No. , Date 1 , 20/03/2021 | | | | | | | | | | | |
| Department ID : Signature Not NOTE:- This challal Sub Regi | | | | | strar office o | nly. Not v | alid for | unregister | ed do | cum | /:⊆ | | | | | |
| सहर चलन केवल प्रसारित चालयात नोदणी करावयाच्या दस्तार नाही Digitally signed by DS | | | | साठी लागु अ | ाहे - नोदंष | गी न व | त्राह्या <u>च्या</u> | दरता | साठी | सदर | टाटाव | CII | Ţ | | | |
| VIŘTUÁL ŤREAŠÍ RY MUMBAI 03 | | | | the committee of the co | | | | | | | | | | | | |
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| Sr. No. | Remarks | | | acement No. | | ment Date | | UserId | | D | Defacement Amount 200000.00 | | | | | |
| 1 | (iS)-324-6440 | | 00009 | 903944202122 | 04/06/20: | 27 1 | GR190 | | | | | ZUUU | 00.00 | | | |

GRN:

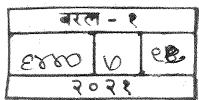
Bank: PUNJAB NATIONAL BANK

Date: 18/03/2021-19:59:46

Total Defacement Amount

2,00,000.00





Signature Not Verified

Digitally Signed by VIRTUAL TREAS MUMBAL 03 Date: 2021.06 04 16:47:15 ISTAREASON: Secure Document Location: India

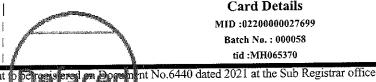
ate: 04/06/2021 ame : स्निग्धा सचिन जोशी

Mobile : -

Receipt of Document Handling Charges

Payment Details

No of Pages :95 Rate Per Page :20 Amount:1900



Card Details MID:02200000027699 Batch No. : 000058

tid:MH065370

n amount of Rs.'1900 / -, towards Document Handling Charges for the Document .R. BRL1

::Duplicte Copy::

avoice No. BRL1/169094

ate: 04/06/2021 ame : स्निग्धा सचिन जोशी



Mobile: -

Receipt of Document Handling Charges

Payment Details

No of Pages :95 Rate Per Page :20 Amount :1900

Card Details MID:02200000027699 Batch No.: 000058 rid:MH065370

ent No.6440 dated 2021 at the Sub Registrar office

ount of Rs. 1900 / -, towards Docum .R. BRL1



andling ocument I

Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN

2306202110922

Receipt Date

Received from Snigdha Sachin joshi, Mobile number 9820111452, an amount of Rs.80/-, towards Document Handling Charges for the Document to be registered on Document No. 0 dated 24/06/2021 at the Sub Registrar office Joint S.R. Borivali 1 of

the District Mumbai Sub-urban District. बरला ee

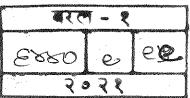
Payment Details

DEFACED 80 DEFACE

Payment Date 23/06/2021 Bank Name SBIN IGALJLVBM8 REF No. 10004152021062309802 Bank CIN **Deface Date** 24/06/2021 2306202110922D **Deface No**

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





AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") made at Mumbai on this 3 15 d

BETWEEN

M/s. VASUDEV C. WADHWA CONSTRUCTION, a partnership firm registered under provisions of the Indian Partnership Act, 1932 bearing Registration No.BA-84172 and having its registered office at 301, Platina, C-59, Bandra-Kurla Complex, Bandra (East), Mumbai – 400098, hereinafter referred to as "the Developer" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said firm, the partners for the time being constituting the said firm, the survivors or survivor of them, the heirs, executors, administrators and assigns of such last survivor) of the FIRST PART

AND

M/s. THAKUR BROTHERS AGRICULTURAL FARM, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 bearing Registration No.BA-168639 and having its registered office at Thakur House, Ashok Nagar, Kandivali (East), Mumbai – 400101, hereinafter referred to as "the Owner-Cum-Confirming Party" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said firm, the partners for the time being constituting the said firm, the survivors or survivor of them, the heirs, executors, administrators and assigns of such last survivor) of the SECOND PART;

AND

K

MRS. SNIGDHA SACHIN JOSHI & MR. SACHIN VIJAY JOSHI having their address at 102, Aditya Apt, Asha Nagar, Thakur Complex, Kandivali (East), Mumbai - 400101. hereinafter referred to as "the Purchaser/s" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include in the case of an individual or individuals, his, her or their respective heirs, legal representatives, executors, administrators and permitted assigns/ in case of sole proprietary concern, the proprietor for the time being of the said proprietary concern, his or her heirs, executors, administrators and permitted assigns/ in the case of a body corporate, its successors and permitted assigns/ in the case of a partnership firm, the partners for the time being and from time to time constituting the firm and the survivors or survivor of them and the heirs, legal representatives, executors, administrators and assigns of the last survivor of them and his or her heirs, legal representatives, executors, administrators, successors and permitted assigns/ in case of a Hindu undivided family, the karta and the members or member for the time being of the said Hindu Undivided Family and coparceners from time to time and the survivors or survivor of them and the heirs, legal representatives, executors, administrators and permitted assigns of the last survivor of them and his or her heirs, legal representatives, executors, administrators and permitted assigns/ in case of a trust, the trustees for the time being and from time to time of the trust and the survivors or survivor of them and the heirs, executors and administrators and permitted assigns of the last surviving trustee) of the THIRD PART

The Developer, the **Owner-Cum-Confirming Party** and the Purchaser/s are hereinafter for the sake of brevity collectively and jointly referred to as '**Parties**' and individually as '**Party**'.

In and before the year 1951 Nanabhoy Byramjee Jeejeebhoy was seized and possessed of and/or otherwise well and sufficiently entitled to inter alia the said Land situated at Village Poisar which included ALL THAT piece and parcel of Land bearing CTS Nos. 809-A/1/19-A/1/5 and 809-A/1/19-A/1/6 collectively admeasuring 10,471,10 square meters or thereabouts of Village Poisar, Taluka Borivali(hereinafter referred to as "the said Property") and more particularly described in the FIRST SCHEDILE hereunder written and delineated with Red Colour boundary line on the bland annexed and marked as Annexure 'A' hereto;

B. By a registered Conveyance dated 24th July,1951 (registered with the Sub-Registrar of Assurances at Bombay under Registration No.4212 of Volume No.I on 17th November, 1951) and expressed to be made between the said Nanabhoy Jeejeebhoy as the Vendor of the One Part and Byramjee Jeejeebhoy Private Limited (subsequently known as Nanabhoy Jeejeebhoy Private Limited) a company governed under the firovisions of the Companies Act, 1956 as the Purchaser of the Other Part, the said Nanabhoy Byramjee Jeejeebhoy sold, granted, assured, conveyed and fransferred to the said Byramjee Jeejeebhoy Private Limited inter alia all those several pieces and parcels of Land or ground containing by admeasurements 370 Acres, (hereinafter referred to as the "said Land") which includes the said Propertysituated at Village Poisar, TalukaBorivali, Mumbai Suburban District,



2 July 1991



Mumbai, bearing C.T.S. No. 809A/1/19/A/1/5 admeasuring 5050.1 sq.mtrs. reserved for Retail Market, C.T.S. No. 809A/1/19A/1/6 admeasuring 5421 sq.mtrs reserved for Parking Lot totally admeasuring 10,471.1 sq.mtrs.

- C. By an Agreement dated 29th June, 1982 and expressed to be made between the said Byramjee Jeejeebhoy Private Limited as the owners of the One Part and the said Bombay Real Estate Development Company Pvt. Ltd., (hereinafter referred to as said "BREDCO") therein referred to as the Developer of the Other Part, the said BREDCO has acquired development rights inter alia in respect of the said Land including the said Property on the terms and subject to the conditions more particularly stated in the said Agreement dated 29th June, 1982.
- D. By virtue of the Consent Terms dated 21st December, 1988 filed in the High Court at Bombay in Company Petition No.868 of 1988 filed by Byranding Narebinoy Jeejeebhoy &Ors. as the Petitioners and the said Byramjee Jeejeebhoy Private Limited &Ors., as the Respondents the said Land including the said Property which is described in the Consent Terms became vested but subject to the aforesaid Agreement dated 29th June, 1982 in the said Nanabhoy Jeejeebhoy Trate Limited, without any further act or deed.
- E. The said BREDCO has paid full consideration money to the said Byramjee Jeejeebhoy Private Limited and obtained from Nanabhoy Jeejeebhoy Private Limited (who were successors in title to the said Byramjee Jeejeebhoy Private Limited as herein recited) an irrevocable Power of Attorney dated 28th February, 1989 in their favour to fully deal with the said Land mentioned therein including the said Property described in the <u>First Schedule</u> hereunder written.
- F. In the premises the said BREDCO has become fully entitled to deal with the said Land including the said Property and dispose of the same on such terms and conditions as it may deem fit and proper.
- G. By Memorandum of Understanding dated 6th October, 1986, and Supplemental Memorandum of Understanding dated 29th day of January, 1992, executed by and between the said BREDCO and Thakur Brothers Agricultural Farm it has been agreed between the parties to retain/hold/own and develop the said Land including the said Property as mentioned in the MOU aforesaid at the ratio of 60% to BREDCO and 40% to Thakur Brothers Agricultural Farm which includes the said Property more particularly mentioned in First Schedule written hereunder.
- H. By Declaration dated 21st January, 2005, the said BREDCO has given their consent to Thakur Brothers Agricultural Farm for their independent development of the said Property. Thakur Brothers Agricultural Farm is herein referred to as the Owner-Cum-Confirming Party.
- I. The Owner-Cum-Confirming Party is the owner of and is well and sufficiently entitled to and is absolutely seized and possessed of the said Property;

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- J. The said Property is entirely affected by reservation, the details whereof are as under:-
 - (i) Area admeasuring 5050.10sq.mtrs. bearing CTS Nos. 809-A/1/19-A/1/5 is reserved for Retail Market as per the sanctioned development plan of Municipal Corporation of Greater Mumbai (hereinafter referred to as "MCGM");
 - (ii) Area admeasuring 5421.00sq.mtrs. bearing CTS Nos. 809-A/1/19-A/1/6 is reserved for parking lot as per the sanctioned development plan of MCGM;
- K. By and under the Development Agreement dated 28th May, 2006 registered with the Office of the Sub-Registrar of Assurances bearing Registration No.4139 of 2006 executed between the Owner-Cum-Confirming Party herein of the One Part and the Developer herein of the Other Part read with Supplemental Development Agreement dated 9th August, 2019 ("Development Agreement")the Owner-Cum-Confirming Party has granted development rights unto the Developer to develop the said Property on the terms and conditions as set out therein.
- L. The Owner-Cum-Confirming Party and the Developer have agreed to develop the said Property in consonance with the prevailing regulations of the Development Control and Promotion Regulations 2034 (hereinafter referred to as "DCPR 2034") and construct residential + commercial building inter alia by utilization of FSI to its full and maximal potential, that may be available in respect of the said Property by way of loading TDR / buying FSI from the Government on payment of maximum / fungible FSI and/or by undertaking any scheme for development for maximum FSI or any other mode and getting FSI in lieu of handing over the buildable teservation and Land as per prevailing rules and regulations from time to time for the consideration and on the terms and conditions as stated therein and in furtherance thereto vide a Letter dated 14th January, 2020the Developer's Premises and Owner-Cum-Confirming Party's Premises have been identified and demarcated in the manner provided therein.

Thus, the Developer is entitled to develop the said Property and utilize the FSI upon the Terms and conditions mentioned in the Development Agreement.

N. The Developer has submitted proposed building plans with MCGM for the construction on the said Property by utilizing the FSI and MCGM has granted approval to the plans, elevations, sections, details of the building proposed to be constructed on the said Property on the terms and conditions as recorded in the Commencement Certificate bearing reference No.CHE/A-3921/BP(WS)AR/FCC/1/New("Commencement Certificate/s") in respect of the construction of the said Building (defined below). A copy of the Commencement Certificate is annexed and marked as Annexure "B" hereto.

O. As per the scheme of development, in accordance with DCPR 2034 and in accordance with the approvals so obtained by the Developers, the Developers are developing the said Property in the following manner:-





- (i) On the portion of the Property approx. admeasuring 2525.05 sq.mtrs, shown in red colour boundary, on the western side by constructing amenity building for the Retail Market in accordance with Regulation No. 17 of DCPR 2034 admeasuring built-up area of 2555.08 sq.mtrs consisting of basement + ground + 2 upper floors (hereafter referred to as the said "Retail Market") and more particularly shown in blue colour wash on the layout plan annexed hereto as <u>Annexure A</u>.
- (ii) The balance portion of the Property being partly affected by the reservation of parking lot shall be developed by the Developers by constructing the built-up amenity of parking lot, admeasuring 6776.25 sq.mtrs. in accordance with Regulation No. 17 of DCPR 2034 and the said parking lot built-up amenity shall be handed over to the MCGM and shall have a separate entry and exit for the said Parking Lot (hereafter MCGM Parking), more particularly shown in cyan wash in the typical floor plan of Basement 1 and Basement 2 annexed as Annexure "C" hereto;.

A composite building on the balance portion of the Property admissions 7646.05 sq.mtrs. shall be constructed in the following manner:

(a) Residential cum commercial building, having 2 Wings i.e. Wings & and V B comprising of 2 basements, ground, 5 podiums and various upper it for residential use.

(b) Commercial/retail/shops on the ground floor of the building metre wide road i.e. on the southern side of the Land.

- (c) Part of Basement 1 of such building shall be used for (1) MCGM parking i.e. built-up amenity of parking lot mentioned above and (2) parking for the commercial/retail/shops of the building.
- (d) Basement 2 shall be entirely used for MCGM parking.
- (e) The part of Basement 1 and the entire Basement 2 in the aggregate admeasures 6776.25 sq.mtrs. shall be used for built-up amenity of parking lot mentioned above;

(hereinafter referred to as "the said Building"/"Real Estate Project")

Ρ. In light of the above, the Developer is absolutely entitled to develop in the aforesaid manner on the said Property by utilisation of the FSI and to sell and transfer the respective allocated flats/units of the Developer and the Owner-Cum-Confirming Party (as demarcated in the Supplemental Development Agreement dated 9th August, 2019and Letter dated 14thJanuary, 2020), in the manner as provided in Supplemental Development Agreement dated 9th August, 2019and Letter dated 14thJanuary, 2020 or as per the amendments agreed between the Developer and Owner-Cum-Confirming Party from time to time, on ownership basis under the provisions of the MOFA Act and Real Estate (Regulation and Development)Act, 2016(hereinafter referred to as "RERA") (if applicable) and the Rules made thereunder or give inter-alia on lease, license or dispose, transfer or alienate the respective allocated flats/units in any other manner as may be decided by the Developer and the Owner-Cum-Confirming Party and the Developer/Owner-Cum-

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Confirming Party shall receive, accept and appropriate the consideration thereof and give full and effectual discharge for the payments received and to execute and register the necessary deeds, documents, receipts and writings in this regard in favour of the Purchaser.

- Q. The Developer has engaged the services of **Ketan H. Mehta, Architect/Licensed Surveyor** having address at 1st Floor, Acme Shopping Arcade, Sona Theatre Compound, Trikamdas Road, Kandivali (West), Mumbai 400067 and **IRA Structural Consultants** having address at 5EDC, Plot No.17/18, Near Suvidya School, Dr.Babasaheb Ambedkar Road, Gorai-2, Borivali (W), Mumbai-400092 as RCC consultants for the preparation of the structural designs and drawings of the said Building and the Developer will continue to take the professional supervision of the architect and the structural engineers till the completion of the said Building and/or the Developer with the prior consent of the Owner-Cum-Confirming Party terminate their services and also appoint another professionals in place of them, as they deems fit and proper.
- R. The Developer/Owner-Cum-Confirming Party is entitled to sell their respective flats, dwellings, floor area, units, comprised in the said Building to be constructed by the Developer on the said Property forming part of the Developer's/Owner-Cum-Confirming Party's Premises in the manner provided in the Supplemental Development Agreement dated 9th August, 2019 and letter dated 14thJanuary, 2020or as per the amendments agreed between the Developer and Owner-Cum-Confirming Party from time to time and to enter into agreements with purchasers and to receive the sale price in respect thereof and to execute and register the

The Developer may amalgamate/ further sub-divide the said Property which may result in the amendments and/or revisions and/or modification of the present approvals including the Building Plans and/or the re-location of the amenities. The Purchaser hereby consents to such amendments and/or revisions and/or modification and the said consent shall for all purposes be considered as the Purchaser's consent contemplated under the provisions of Section 7(1) (i) & (ii) and the other applicable provisions of MOFA Act and Section 14 of RERA and the other applicable provision of the Maharashtra Regional Town Planning Act, 1966 and the Development Control Regulations framed therein.

In case the Developer considers it necessary to amend/vary the present approvals (from time to time) or otherwise amendment/variation in the plans becomes necessary either because of the Developer deciding to construct additional floor/s or additional premises or additional wing/s to the said Building or any other building/s or additional buildings or semi-detached building as the Developer deems fit including on account of the Developer deciding to fully use and utilise the FSI or any part thereof on the said Property or on account of the Owner-Cum-Confirming Party and the Developer deciding to use the entire development potential or any part thereof on the said Property or on account of any requirement of applicable law or authority or due to planning requirement, the Developer shall be entitled and be at

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liberty to amend/vary the sanctioned plans and to carry out such construction, without making any change in the location, area and internal dimensions of the said Flat (defined below). The Purchaser hereby consents to the above including construction of additional floor/s or additional premises or additional wing/s to the said Building or any other building or additional buildings and the said consent shall for all purposes be considered as the Purchaser's consent contemplated under the provisions of Section 7(1) (i) & (ii) and the other applicable provisions of the said MOFA Act and Section 14 of RERA and the other applicable provision of the Maharashtra Regional Town Planning Act, 1966 and the Development Control Regulations framed thereunder.

- U. The Developer and the Owners-cum-Confirming Party herein have respectively availed of credit facilities/financial assistance from Bank/NBFC ("Lender") by creating a mortgage on their respective entitlement setout in the Development Agreement as per the terms and conditions contained therein. The details of the loan taken/mortgage created by the Developer and the Owners-cum-Confirming Party respectively in favour of their respective Lenders are more particularly setour in the Fifth Schedule hereunder written. The Developer and the Owner-Cum-Confirming Party shall prior to the execution hereof apply and obtain from its lender a polycomer-Cum-Confirming Party has obtained the NOC from its lender for sale of the said Flat in favour of the Purchaser on the terms and conditions setout in the said NOC.
- V. The Purchaser is aware that the development on the said Property may be undertaken by the Developer in phases and the Developer may amend the Building Plans as per the requirement of the nature of the scheme of development being undertaken by the Developer and obtain approvals for the same from competent authorities.
- W. The Developer/Owner-Cum-Confirming Party has explained to the Purchaser and the Purchaser has understood and confirmed and accepted that the said Property is being developed under accommodation reservation policy as per Regulation 17(1) of DCPR 2034. Therefore, (i) as per Regulation 17(1), Sr.No.66 of Table-5 of DCPR 2034, the Owner-Cum-Confirming Party is allowed to develop the reservation on accommodation reservation basis by constructing built up area equivalent to 1.25 times the reserved plot for parking and (ii) as per Regulation 17(1), Sr. No.44 of Table-5 of DCPR 2034, the Owner-Cum-Confirming Party is allowed to develop the reservation on accommodation reservation basis by constructing and handing over built up amenity equivalent to 50% of reserved plot alongwith 50% of plot reserved for Retail Market.
- X. As per DP 2034, reservation on the said Property as the per details setout below:-
 - (a) Area admeasuring 5421.00 sq.mtrs :- RT1.6(Parking Lot)(Part of larger reservation under DCPR 2034)(809A/1/19A/1/6);
 - (b) Area admeasuring 5050.10 sq.mtrs. RSA1.1(Municipal Market With Vending Zone under DCPR 2034)(809A/1/19A/1/5);



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The Developer is solely responsible to comply with all the requirements of the Municipal Corporation of Greater Mumbai relating to :-

- Built-up amenities of Municipal Market. (a)
- Built-up amenities of Parking Lot. (b)
- The Purchaser being fully satisfied in respect of the title of the Owner-Cum-Y. Confirming Party to the said Property and all permissions, plans etc. and all the representations made by the Developer and rights of the Developer to develop the said Property, has approached the Developer/Owner-Cum-Confirming Party and the Developer/Owner-Cum-Confirming Party has agreed to sell to the Purchaser on ownership basis a Flat, the details whereof are more particularly setout in the SECOND SCHEDULE hereunder written in building known as "TW Gardens" to be constructed on the said Property and forming part of the Developer's/Owner-Cum-Confirming Party's Premises (hereinafter referred to as "the said Flat/Premises") and the said Flat is washed with RED colour on the Floor Plans annexed hereto and marked as Annexure "D".

Carpet Area, as defined under the provisions of RERA means the net usable floor area of the said Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser and verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the said Flat.

As per the Development Control Regulations, 1 (one) car parking space/s is/are to be compulsorily provided alongwith residential premises UB-HEGHERDITED admeasuring between 60.00 sq.mtrs. to 90.00 square meters and 2 (two) car parking spaces for more than 90.00 sq.mtrs. However, as per the discussion and communication from the Purchaser, the Developer/Owner-Cum-Confirming artywith the confirmation from Purchaser/s has earmarked the Car Park/s described if the Second Schedule hereunder written for the exclusive use of the Purchaser/s. (hereinafter referred to as "the Car Parking Space/s");

The rules and regulations of D. C. Regulations it is mandatory to allot 2 (two) car parking space/s alongwith the said Flat (since the flat is admeasuring more than 90.00 square meters). However, the Purchaser has intimated to the Developer that the Purchaser waives the right of 1 (one) car parking space and therefore the Developer hereby allot to the Purchaser only 1 (one) car parking space. The Purchaser hereby agree and confirm that the Purchaser shall not raise any objection and/or disputes regarding allotment of 1 (one) car parking space and shall not demand any other car parking space as per the provision/rules of D. C. Regulations and further confirm that the Developer/Owner-Cum-Confirming Party has a right to allot other than the car parking space which is agreed to allot to the Purchaser to any other purchasers or use for visitor parking of the said Building at its sole discretion.

The Consideration is derived and this Agreement is entered into on the basis that the Z. Purchaser has accorded his/her/their irrevocable consent to the Developer/Owner-

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Cum-Confirming Party that the Developer/Owner-Cum-Confirming Party shall be entitled to utilize the FSI (as defined hereinabove) and to make any variations, alterations, amendments or deletions to the sanctioned plans (from time to time) or in the scheme of development of the said Property as per the amendment suggested by the concerned authorities before the formation of the Society and even post formation of the Society;

- AA. The Developer has agreed to sell and allot to the Purchaser the said Flat on ownership basis and the Purchaser has agreed to purchase from the Developer, the said Flat for a total consideration (hereinafter referred to as the "said Consideration") more particularly mentioned in Second Schedule hereunder written on the terms and conditions as hereinafter appearing.
- BB. Shukla & Associates, Advocates and Advisors through its Prop. Om Prakash Shukla, Advocate High Court, have conducted their due diligence on the title to the said Property and have issued their Title Certificate dated 7th August, 2019 thereby certifying the title to the said Property, copy of which is annexed and whatked as Annexure "E".
- CC. The Developer has given full and free inspection to the Purchaser of all the documents relating to the said Property(including the Development Agreement), the Sanctioned Plans, the tentative plans, specifications prepared by the Beveloper's Architects and such other documents which are specified under the said Act and the rules made thereunder and the Purchaser is fully satisfied with the fine of the Owner-Cum-Confirming Party in respect of the said Property and the Developer's/Owner-Cum-Confirming Party's right to allot the Developer's/Owner-Cum-Confirming Party's Premises in the said Building (including the said Flat);
- DD. This Agreement is entered into by the Purchaser after seeking legal advice on the various clauses and the rights retained by the Developer and the Owner Confirming Party and also specifically with respect to the rights and protection under the law.
- EE. The Purchaser acknowledges that the Purchaser has fully read and understood all the terms and conditions of this Agreement and the Purchaser has entered into this Agreement with full knowledge of all terms and conditions contained in the documents, papers, plans, orders, schemes, etc.;
- FF. In the event, the Purchaser being a Non Resident Indian (N.R.I.) intending to book and acquire a Residential premises/units from the Developer/Owner-Cum-Confirming Party, then it shall be the sole responsibility of the Purchaser to procure the necessary/statutory permissions from the Reserve Bank of India or any other Competent Authority to that extent in order to acquire a Residential premises/units. The Developer/Owner-Cum-Confirming Party shall not be held liable for the deficiency of any statutory permissions being not available or procured by the respective Purchaser.

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- GG. Under Section 4 of the MOFA read with Section 13 of RERA, the Developer/Owner-Cum-Confirming Party are required to execute a written Agreement for Sale of the said Flat with the Purchaser, being in fact these presents and also to register this Agreement under the Registration Act.
- HH. The Developer/Owner-Cum-Confirming Party has represented to the Purchaser that the Developer/Owner-Cum-Confirming Party have registered the said Building as a Real Estate Project with the Real Estate Regulatory Authority Act, at Registration No. **P51800024368**dated **7**th**Febrary**, **2020**and shall comply with the provisions of the said Act from time to time.
- II. Now therefore, in consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties intending to be bound legally, agree as follows:

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

- 1. All the aforesaid recitals shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and are to be interpreted, construed and read accordingly.
- 2. The Purchaser hereby agrees to purchase and acquire from the Developer and the Developer hereby agrees to sell to the Purchaser a Flat, the details whereof are more particularly setout in the <u>Second Schedule</u> in the building known as "TW Gardens" and washed with RED colour on the Floor Plans annexed hereto and marked as <u>Annexure "D" and the particularly mentioned in Second Schedule</u> hereunder written (hereinafter referred to as "the Consideration") to be paid by the Purchaser to the Developer in the manner provided herein pelow.

The Developer, shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the said Building is complete and the Occupation Certificate is granted by the MCGM, by furnishing details of the changes, if any, in the carpet area, subject to variation cap of 3% (three per cent). The total Consideration payable on the Dasis of the carpet area of the said Flat shall be recalculated upon confirmation by the Developer/Owner-Cum-Confirming Party. If there is any reduction in the carpet area within the defined limit of 3%, then, the Developer/Owner-Cum-Confirming Party shall refund the excess money paid by the Purchaser within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to the Purchaser, the Developer/Owner-Cum-Confirming Party shall demand additional amount from the Purchaser towards the Consideration, which shall be payable by the Purchaser prior to taking possession of the said Flat. It is clarified that the payments to be made by the Developer/Owner-Cum-Confirming Party/Purchaser, as the case may be, under this Clause, shall be made at the same Interest Rate (defined below).

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3. As per the Development Control Regulations, 1 (one) car parking space/s is/are required to be compulsorily provided alongwith residential premises admeasuring between 60.00 sq.mtrs. to 90.00 square meters and 2 (two) car parking spaces for more than 90.00 sq.mtrs. However, as per the discussion and communication from the Purchaser, the Developer/Owner-Cum-Confirming Party shall with the confirmation from Purchaser/s has earmarked the Car Park/s described in the Second Schedule hereunder written for the exclusive use of the Purchaser/s. ("the said Car Parking Space/s") at no extra cost. The Purchaser shall be bound to abide with the rules and regulations as may be framed in regard to the said Car Parking Space/s and shall pay such outgoings in respect of the said Car Parking/s as may be levied.

The Developer/Owner-Cum-Confirming Party has informed the Purchaser/s that the stack parking spaces shall mean the mechanical parking spaces provided in the open space of the said Building and the same are considered covered under the definition of Covered Parking Spaces as per RERA.

4. The Purchaser/s hereby agrees to pay to the Developer the total consideration more particularly mentioned in <u>Second Schedule</u> hereunder written subject to Tay deductions at source(TDS) under the applicable law, in the manner setout in <u>THIRD SCHEDULE</u> hereunder written;

Time as to payment shall be of the essence and the Purchaser shall be table interest at the prevailing rate of State Bank of India Highest Marginal Cost of plus 2% thereon ("Interest Rate") on all delayed payments from the due date till the payment thereof.

Provided that any deduction of an amount made by the Purchaser on account of Tax Deduction at Source ("TDS") as may be required under prevailing law while making any payment to the Developer/Owner-Cum-Confirming Party under this Agreement shall be acknowledged by the Developer/Owner-Cum-Confirming Party, only upon the Purchaser submitting the original tax deduction at source certificate and provided that the amount mentioned in the certificate matches with the Income Tax Department site.

Provided further that at the time of handing over the possession of the Flat, of any such certificate is not produced, the Purchaser shall pay such equivalent amount as interest free deposit with the Developer/Owner-Cum-Confirming Party, which deposit shall be refunded by the Developer/Owner-Cum-Confirming Party on the Purchaser producing such certificate within 1 (one) month of the possession. Provided further that in case the Purchaser fails to produce such certificate within the stipulated period of the 1 (one) months, the Developer/Owner-Cum-Confirming Party shall be entitled to appropriate the said deposit against the receivable from the Purchaser.

In addition to the above, the Purchaser further agrees to pay applicable Goods and Services Tax (GST) on the transaction of sale of the said Flat under this Agreement.

It is further agreed that for the amount which becomes due and payable by Purchaser/s on the basis of achieving certain milestone, then irrespective of the proposed date on which such milestone was to be achieved, as per proposed schedule of progress

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disclosed to Purchaser/s, the amount shall become payable by the Purchaser/s on the date on which such milestone is actually achieved. The Developer shall be entitled to construct the said Building/Real Estate Project faster and complete it earlier then what is disclosed as the proposed schedule of progress.

The total Consideration is escalation free, save and except escalations/increases due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/government from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, costs, or levies imposed by the competent authorities etc. the Developer shall enclose the said notification/order/ rules/regulation published/issued in that behalf to that effect alongwith the demand letter being issued to the Purchaser/s which shall only be applicable on subsequent payments.

The Developer/Owner-Cum-Confirming Party may allow, in its sole discretion, a rebate for early payments of any installments payable by the Purchaser/s by discounting such early payments at a mutually agreed rate or amount, for the installment which is being preponed. The amount of such mutually agreed rebate shall not be subject to any revision/withdrawal, once agreed by the parties herein.

The Purchaser/s declares and confirms that all payments under this Agreement made by the Purchaser/s shall always be from the bank account of the Purchaser /Joint Purchaser/s only. In the event of any payment being made by the Purchaser/s, from any other persons account (excluding Joint Purchaser/s) then the same shall be deemed to have been by such other person at the request and behest of the Purchaser/s/Joint Purchaser/s, it is agreed between the parties hereto that any payment made by any person other than the Purchaser/s will not create any right, title or interest in the said Flat in favour of such other person.

The Developer/Owner-Cum-Confirming Party herein has specifically informed the Purchaser's that if in case, any inquiry is raised by any statutory or Government or Semi-Government Authority or an agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the Purchaser's to the Developer, the Purchaser's shall be liable to provide the source of the amount paid by the Purchaser's to the satisfaction of such authorities or an agency. The Purchaser's hereby indemnifies the Developer/Owner-Cum-Confirming Party and continue to keep the Developer/Owner-Cum-Confirming Party indemnified against all the expenses, charges and payments arising out of failure of providing satisfactory reply to the statutory or Government or Semi-Government Authority or an agency or Revenue Authorities or any other statutory authorities for any amount paid by the Purchaser's either from his own account or made through third party.

In the event the Purchaser/s is not able to satisfy the statutory Authorities about the source of the payment made to the Developer/Owner-Cum-Confirming Party then, the Developer/Owner Cum-Confirming Party shall be entitled to withhold the possession of the said Flat or exercise the option to terminate the Agreement for Sale.

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In the event of the termination of this Agreement for aforesaid reason, then any amount which is found to be refundable over and above the amounts retained as and for mutually agreed liquidated damages such as the earnest money, interest on delayed payments any interest paid, due or payable, any other amount of non-refundable nature, shall be refunded to the Purchaser/s or Statutory Authority by the Developer/Owner-Cum-Confirming Party subject to any terms and conditions of any order issued by any of the statutory authorities or agency.

It is expressly agreed that upon such termination by the Developer/Owner-Cum-Confirming Party, the Purchaser/s shall have no right, title, interest, demand, claim or lien over the said Flat and the Car Parking Space(s) in any manner whatsoever.

- In addition to the said Consideration, the Purchaser shall be liable to pay the other charges as and when demanded by the Developer/Owner-Cum-Confirming Party, the details of the same are mentioned in FOURTH SCHEDULE hereunder written. The said charges together with applicable taxes (including GST) thereon shall be made within 7 (seven) de from the date the Developer/Owner-Cum-Confirming Party intimated to the Porchaser To occupy the said Flat. It is hereby clarified that the said charges are only indicative and response exhaustive and the Purchaser shall pay all or any such other charges, fees or eviews additional charges and increase in the above list of charges or such other or addition charges, fees or levies as the Developer/Owner-Cum-Confirming Party may indicate f time to time. The estimated Adhoc maintenance charges mentioned in Pourth Scheol shall be after deduction there from of arrears of taxes, maintenance charges and expenses (inclusive of all prevailing taxes paid by the Developer/Owner-Cum-Confirming Party of the Developer of the behalf of the purchaser) incurred till then, will be transferred by the Developer/Owner Cum-Confirming Party to the Society when formed and the Developer/Owner-Cum-Confirming Party shall not be liable to maintain and/or render individual accounts to the Purchaser/s and shall give a consolidated account of all the sums as aforesaid to the Society when formed. The Developer/Owner-Cum-Confirming Party shall not be liable to contribute anything towards such expenses. It is explained to the Purchaser that if permitted by the concerned authorities, the Developer/Owner-Cum-Confirming Party shall endeadurate provide Mahanagar Gas connection and the charges towards said connection shall be intimated to the Purchaser at the time of providing the same to the said Flat and such? Mahanagar Gas connection would be provided post handing over possession of the said Flat. Further, the Developer/Owner-Cum-Confirming Party shall only be a facilitator to provide Mahanagar Gas connection and any delay in the same which is beyond Developers/Owner-Cum-Confirming Party control, the Developer/Owner-Cum-Confirming Party shall not be held responsible or accountable for the same.
- The Purchaser shall also be liable to pay GST as applicable from time to time (as per the Notification) on all receivables/installments/ deposits/other amount. It is hereby agreed and accepted by the Purchaser that if any change or increase towards the GST as mentioned hereinabove is levied any time in future through amendment in any rules or regulation and/or through notification by the concerned Statutory Authority/ies, such differential/increased amount shall be paid by the Purchaser immediately upon intimation by the Developer/Owner-Cum-Confirming Party to the Purchaser.

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The Owner-Cum-Confirming Party are entitled to the ground floor 7. commercial unit admeasuring 30,000 sq.ft. RERA Carpet area alongwith 55 car parkings in the Basement No.1 and separate fire tank in basement and overhead fire tank in podium, separate Domestic tank in basement, separate Flushing water tank in basement, separate STP in basement, separate electrical meter located at the ground floor and water line for the commercial unit, one staircase and one big size lift and two small size lifts and one boring well exclusively for the Commercial Unit. The Owner-Cum-Confirming Party are entitled to exclusive separate entrance with unobstructed front open space with separate side compound wall. The 9 meters road alongwith 1.5 meters open space towards east side of the said Property leading north to south is always to be kept open for use of the Commercial Unit of the Owner-Cum-Confirming Party, and the Society formed of the Occupants/Purchasers shall never object to the use of the above mentioned road and open space by the Owner-Cum-Confirming Party. The Owner-Cum-Confirming Party Commercial Unit and all areas mentioned hereinabove in this clause has separate gas connections, water connection, electricity connection, assessment bills in their name. The Society shall accept the Commercial Unit and all areas mentioned hereinabove as independently owned by the Owner-Cum-Confirming Party and the Owner-Cum-Confirming Party/nominee is entitled to deal with the same by way of sale/lease or in any manner without obtaining any NOC of the Society and further the Society shall not levy any charges of whatsoever nature for these premises at any point of time. Hereto annexed and marked as Annexure "F" is the Plan of basement car parkings of the Owner-Cum-Confirming Party in the Basement No.1.

(b) The Purchaser has prior to the execution of this Agreement satisfied himself about the title of the Owner-Cum-Confirming Party to the said Property to be developed more particularly described in the <u>First Schedule</u> hereunder written, and the Developer's right to develop the same in the manner provided in the Development Agreement and the Purchaser shall not be entitled to further investigate the title of the Owner-Cum-Confirming Party and for the lights of the Developer and no requisition or objection shall be raised upon any matter relating thereto. The Purchaser has sought all legal advice on this Agreement as is necessary and hereby unequivocally confirms that he/she/they have understood the rights retained by the Developer and the Owner-Cum-Confirming Party under this Agreement and the implications and consequences thereof.

building plans of the said Building, the Purchaser's share of the said Flat and/or in the common areas and facilities may increase or decrease and the Purchaser hereby expressly consents to such changes and authorizes the Developer/Owner-Cum-Confirming Party for

The Purchaser hereby agrees and confirms as stated herein below:-

It is expressly agreed that the right of the Purchaser under this Agreement is only restricted to the said Flat agreed to be sold by the Developer/Owner-Cum-Confirming Party to the Purchaser, subject to payment of the said Consideration and all the monies stipulated herein and all other premises shall be the sole Property of the Developer or the Owner-Cum-Confirming

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Party, as the case may be and the Developer or the Owner-Cum-Confirming Party as the case may be, shall be entitled to sell, transfer and/or deal with and dispose of the same without any reference or recourse or consent or concurrence from the Purchaser/s in any manner whatsoever.

- 9.2 Till the formation of the Society and the conveyance/lease of the said Property to the Society, the Purchaser shall not be permitted to sell, transfer, give on lease and/or license and/or part with the possession of the said Flat or any part thereof without the prior written consent of the Developer/Owner-Cum-Confirming Party.
- 9.3 The Developer/Owner-Cum-Confirming Party shall be entitled to utilise the FSI which shall absolutely and exclusively belong to and be available to the Owner-Cum-Confirming Party and the Developer herein and the Purchaser shall not have or claim any rights, benefits or interest whatsoever including for entitlement, use and consumption in respect thereof.
- 9.4 The Developer/Owner-Cum-Confirming Party shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the said Property, relocate/realign service and utility connections and lines, open spaces, parking spaces, recreation areas, and all or any other areas, amenities and facilities as the Developer Owner-Cum-Confirming Party may deem fit in its sole discretion and/or to the arctioned plans (from time to time).
- 9.5 The Developer/Owner-Cum-Confirming Party shall be at liberty and be entitled to amend the lay-out plans, the building plans and other approvals, from time to time, to effectuate the rights retained by the Developer/Owner-Cum-Confirming Party herein.
- 9.6 If the FSI by whatever name or form is increased in respect of the said Property and/or the development thereof, then in such event, the Developer/Owner-Cum-Confirming Party shall be entitled to construct such additional floors, wing/s as per the revised building/s plans. The Purchaser expressly consents to the same as long as the area of the said Flat is not reduced. This consent shall be considered to be the Purchaser's consent contemplated by Section 7 (1) (ii) of the Act and the other provisions of the said Act, Section 14 of RERA and in accordance with the provisions of the Maharashtra Regional Town Planning Act, 1966 and the Development Control Regulations.
- 9.7 The Developer/Owner-Cum-Confirming Party shall always have a right to get the benefit of additional FSI for construction from sanctioning authorities and also to make the additions, alterations, raise storeys or put up additional structures as may be permitted by sanctioning authorities and other competent authorities and as may be decided with the Owner-Cum-Confirming Party and such additional structures and storeys will be the joint Property of the Developer and the Owner-Cum-Confirming Party alone. The Developer/Owner-Cum-Confirming Party will be entitled to use the terrace/s including the parapet wall for any purpose

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including construction for additional floors, display of advertisements and sign boards and for such purpose may utilize any common facility or amenity such as water, electricity etc. available in the said Building to which the Purchaser, shall not object or dispute the same. The Developer/Owner-Cum-Confirming Party shall be entitled to install its logo in one or more places in or upon the said Building. The Owner/Confirming Party shall be entitled to display its logo/advertisement on the commercial parapet wall.

9.8 The Purchaser is aware and confirms that the Developer will provide the fixtures, fittings, facilities and amenities in the said Building, in the said Flat and on the said Property, hereinafter referred to as the List of Amenities and more particularly mentioned in Annexure "G" annexed hereto. The Purchaser is aware and has agreed that the Developer shall endeavour to provide the fixture, fitting, facilities and amenities of the same specifications as herein stated. However, in the event fixture, fitting, facilities and amenities of the said specifications are not available in the market wherefrom other materials are procured, the Developer shall provide fixture, fitting, facilities and amenities of similar brand or make or as close to the said specifications as the circumstances may permit or their near substitutes at the Developer's discretion.

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Till the entire development of the said Property to its full development potential is completed, the Purchaser shall not interfere in any manner in any work of development or construction and the Developer/Owner-Cum-Confirming Party alone shall have full control, absolute authority and stay over the said Property, unallotted areas, roads, open spaces, gardens, intrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the said Property and the Research shall have no right or interest in the enjoyment and control of the Developer/Owner-Cum-Confirming Party in this regard.

The Purchaser is aware that the Developer/Owner-Cum-Confirming Party may develop the said Property on such terms and conditions as the Developer/Owner-Cum-Confirming Party may deem fit and shall be entitled to all the benefit of FSI or any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Developer/Owner-

Cum-Confirming Party deem fit and the Developer/Owner-Cum-Confirming Party shall be entitled to grant, offer, upon or in respect of any portion of the said Property to any third party all such rights, benefits, privileges, easements etc. including right of way, right to draw from or connect to all drains, sewers, installations and/or services in the said Property in such manner as may be desired by the Developer/Owner-Cum-Confirming Party and the Purchaser expressly and irrevocably consents to the same.

9.11 It is expressly agreed between the Developer/Owner-Cum-Confirming Party and the Purchaser(s) that the ground area of the said Building and the F.S.I. consumed in the said Building shall be dis-proportionated since the said

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Building being part of the layout of the said Property. The FSI consumed in the said Building is arising out of FSI available in the layout of the said Property which comprises of FSI of the entire said Property and also of TDR/FSI, incentive FSI, floating FSI and FSI which may be available.

- 9.12 The Purchaser(s) do hereby irrevocably agree and confirm with the Developer/Owner-Cum-Confirming Party that the said Property shall not be in proportion to the FSI consumed in respect of the structures /wings(s) constructed on the said Property. The area comprised in the said Property shall be lower to the area of the FSI consumed in all wings of the said Building constructed on the said Property. However the Developer/Owner-Cum-Confirming Party confirms that the said Property is having and entitled to the FSI consumed in all the structures/wings proposed to be constructed on the said Property.
- 9.13 Irrespective of execution of conveyance/lease for super structure, the Developer/Owner-Cum-Confirming Party shall be entitled to develop and continue to develop, the remaining structures/wings on the said problem, and continue to own with right to construct balance floor space in the utilization of the Development Rights, additional floor space/index available to the said Property, increase in floor space index, fungible for any FSI with may be available from time to time including dud dechange Rules/Regulations/Laws and Policies of the Government of the Authorities. The Developer/Owner-Cum-Confirming Party shall not be required to obtain any consent or permission from the Purchasens or the society/ies of the Purchaser(s) for the purpose of utilizing FS construction of additional floors on the said Property for the development potential. The Developer/Owner-cum- Confirming Party has disclosed on RERA Website the FSI proposed to be utilized for development of the said Property including Real Estate Project and the Purchaser has agreed to purchase the said Flat based on the proposed construction to be carried on by the Developer/Owner-Cum-Confirming Party by utilizing the proposed RSI and on the understanding that the declared proposed FSI shaff belong to Developer/Owner-Cum-Confirming Party only. If the FSI is increased belood ? what is disclosed due to change in the law or the policies of the Government or local authorities such increased FSI shall exclusively belong to the Developer/Owner-Cum-Confirming Party. No consent or confirmation of the Purchaser(s) or the society/ies of the Purchaser(s) shall be required for the purpose of construction out of such increased FSI belonging to Developer/Owner-Cum-Confirming Party.
- 9.14 The Developer/Owner-Cum-Confirming Party has informed the Purchaser/s that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the said Property. The Developer/Owner-Cum-Confirming Party has further informed the

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Purchaser/s that all expenses and charges of the aforesaid amenities and conveniences may be common and the Purchaser/s alongwith other purchasers of flats/units/premises in the Real Estate Project and the Purchaser/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats/units/premises on the Real Estate Project including the Purchaser/s herein and the proportion to be paid by the Purchaser/s shall be determined by the Developer/Owner-Cum-Confirming Party and the Purchaser/s agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Purchaser/s nor any of the purchasers of flats/units/premises in the Real Estate Project shall object to the Developer/Owner-Cum-Confirming Party laying through or under or over the Property or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the wings and/or structures which are to be developed and constructed on the said Property.

9.15 The Developer/Owner-Cum-Confirming Party shall be at liberty to sell, assign, transfer, lease, mortgage or otherwise deal with its right, title and interest in the said Property, provided that the same does not in any way materially prejudice the right of the Purchaser in respect of the said Flat.

9.16 The Developer/Owner-Cum-Confirming Party shall be entitled to make variations in the lay-out, amenities and specifications, service and utility connection, facilities and underground water tanks, pumps, recreation areas and their dimensions as the Developer/Owner-Cum-Confirming Party deems

fit.

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Developer/Owner-Cum-Confirming Party shall have the right to designate any space on the said Property to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the said Building that may be developed on the said Property. The Developer/Owner-Cum-Confirming Party shall also be entitled to designate any space in the said Property to such utility provider either on leave and licence or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said Property and the said Building constructed thereon.

8 Notwithstanding the other provisions of this Agreement, the Developer shall be entitled to nominate any person ("Project Management Agency") to manage the operation and maintenance of the said Building and the intrastructure on the said Property, common amenities and facilities of the said Property and the said Building after the completion of the project. The Developer shall have the authority and discretion to negotiate with such Project Management Agency and to enter unto and execute formal agreement/s for maintenance and management of infrastructure with it/them. The costs incurred in appointing and operating the Project

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Management Agency shall be borne and paid by the occupants of the said Building including the Purchaser, on a pro rata basis, as part of the development and common infrastructure charges referred to herein.

- 9.19 The Purchaser agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Developer/Owner-Cum-Confirming Party or the Project Management Agency, including without limitation, payment of the Purchaser's share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said Property and the said Building constructed thereon.
- 9.20 The Developer/Owner-Cum-Confirming Party shall have the exclusive right to control advertising and signage, hoarding and all other forms of signage whatsoever within the said Property and on the said Building, till such time as the said Property together with the said Building constructed thereon are transferred to the Society. However, the Developers/Owner-Cum confining Party logo and name shall always be fixed on the exterior of the building terrace parapet.
- 9.21 The Developer shall be entitled to construct site offices/sales lounge in the said Property and the Developer/Owner-Cum-Confirming Party shall have the right to access the same at any time without any restriction whatsoeve irrespective of the conveyance/lease executed with the Society it is in respect of the said Building.
- 9.22 The Purchaser authorizes the Developer and/or Owner-Cum-Confirming Party to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer and/or Owner-Cum-Confirming Party may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Developer and/or Owner-Cum-Confirming Party to adjust his/her/their payments in any manner.
- 10. The Developer/Owner-Cum-Confirming Party hereby covenants as follows:
- 10.1 The Developer/Owner-Cum-Confirming Party shall give possession of the said Flat to the Purchaser/s on "SEPTEMBER 2024" with grace period as per the RERA Notification for Covid-19 Pandemic, subject to receipt of the entire sale consideration under this Agreement however, subject to any Force Majeure conditions or Act of God disturbing the schedule of construction and in such case the date of handing over possession shall stand extended pro-rata.
- 10.2 The Developer/Owner-Cum-Confirming Party shall not be obliged and/or bound to hand over the possession of the said Flat as stated hereinabove in case of any of the following reasons:-

10.2.1 Any force majeure events;

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- 10.2.2 Act of god e.g. fire, drought, flood, earthquake, epidemics, natural disasters;
- 10.2.3 War and hostilities of war, riots, bandh or civil commotion;
- 10.2.4 The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Government Authority that prevents or restricts Developer from complying with any or all the terms and conditions as agreed under this Agreement; or any legislation, order or rule or regulation made or issued by the Government or any other authority which would affect the development or;
- 10.2.5 Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- 10.2.6 Non-availability of cement, steel or other construction material due to strikes of manufactures, suppliers, transporters, or other intermediaries or due to any reason whatsoever;
- 10.2.7 If any matters, issue relating to such approvals, permissions, notices, notifications by the Competent Authority(ies) become subject matter of any suit/ writ before a competent court or;
- 10.2.8 Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority;

If any Competent Authority(ies) refuses, delays (including administrative delays), withholds, denies the grant of necessary approvals for the said flat or;

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Any other circumstances that may be deemed reasonable by the Authority.

10.2.12 The Developer/Owner-Cum-Confirming Party shall not be held responsible or liable for not performing or delay in performing any of its obligations or undertakings provided for in this Agreement if such performance is prevented, delayed or hindered due to force majeure as defined hereinabove or any reason whatsoever beyond the control of the Developer/Owner-Cum-Confirming Party or on account of defaults by the Purchaser/s.

10.3 If the Developer fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Flat to the Purchaser/s on the Possession Date (save and except for the reasons as stated in Clause 10.2 above), then the Purchaser/s shall be entitled to either of the following:-



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10.3.1 call upon the Developer by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Developer ("Interest Notice") to pay Interest Rate for every month of delay from the Possession Date on the Sale Consideration paid by the Purchaser/s. The interest shall be paid by the Developer to the Purchaser/s till the date of offering to hand over of the possession of the said Flat by the Developer to the Purchaser/s;

OR

- 10.3.2 the Purchaser/s shall be entitled to terminate this Agreement by giving written notice to the Developer/Owner-Cum-Confirming Party by Courier / E-mail / Registered Post A.D. at the address provided by the Developer/Owner-Cum-Confirming Party ("Purchaser/s Termination Notice"). On the receipt of the Purchaser/s Termination Notice by the Developer/Owner-Cum-Confirming Party, this Agreement shall stand terminated and cancelled and the Developer/Owner-Cum-Confirming Party shall refund to the Purchaser/s the amounts already received by GIST Developer/Owner-Cum-Confirming Party under this Agreement with Interest Rate to be computed from the date the Developer Owner-Cum Confirming Party received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Developer/Owner-Cum Confirming (as stated in this clause), the Purchaser/s shall have no claim of any nature whatsoever on the Developer/Owner-Cum-Confirming Party action the said Flat and/or the said Car Parking Space/s and the Developer where common Confirming Party shall be entitled to deal with and/or dispose off the said Flat and/or the said Car Parking Space/s in the manner it deems fit and proper.
- 10.4 In case if the Purchaser/s elects his remedy under sub-clause 10.3.1 above then in such a case the Purchaser/s shall not subsequently be entitled to the remedy under sub-clause 10.3.2 above.
 - 10.3.1 above then in sitled to the remedy

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- 11. Procedure for taking possession:
- 11.1 Upon obtainment of the Occupancy Certificate of the said Building from MCGM and upon payment by the Purchaser of the requisite installments of the Consideration of the said Flat and all other amounts due and payable in terms of this Agreement, the Developer/Owner-Cum-Confirming Party shall offer possession of the said Flat to the Purchaser in writing ("Possession Notice"). The Purchaser agrees to pay the maintenance charges as determined by the Developer/Owner-Cum-Confirming Party or the Society, as the case may be. The Developer/Owner-Cum-Confirming Party shall offer the possession to the Purchaser in writing within 7 days of receiving the Occupancy Certificate of the Real Estate Project.
- 11.2 The Purchaser shall take possession of the said Flat within 15 days of the Possession Notice.

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- 11.3 Upon receiving the Possession Notice from the Developer/Owner-Cum-Confirming Party as per Clause 11.1 above, the Purchaser shall take possession of the said Flat from the Developer/Owner-Cum-Confirming Party by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Developer/Owner-Cum-Confirming Party, and the Developer/Owner-Cum-Confirming Party shall give possession of the said Flat to the Purchaser. Irrespective of whether the Purchaser takes or fails to take possession of the said Flat within the time provided in Clause 11.2 above it shall be construed as deemed possession and such Purchaser shall continue to be liable to pay maintenance charges and all other charges with respect to the said Flat, as applicable and as shall be decided by the Developer/Owner-Cum-Confirming Party.
- 11.4 Within 15 (fifteen) days of receipt of the Possession Notice, the Purchaser shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Flat, of outgoings in respect of the Real Estate Project and the said Property including inter-alia, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks/staff, maintenance of equipment, management fee, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the said Property. In the event of delay from the concerned authorities to provide water connection, then the water shall be supplied through external agencies/tankers till such time the concerned authorities provide the regular water connection. The charges for the same shall be included in the monthly maintenance charges and the Purchaser/s shall not object for the same on any ground whatsoever. Until the Society is formed and the Society Conveyance/lease singly executed and registered, the Purchaser shall pay to the Developer/Ownerum confirming Party such proportionate share of outgoings as may be etermined by the Developer/Owner-Cum-Confirming Party at its sole discretion. he Purchaser further agrees that till the Purchaser's share is so determined by the eveloper/owner-Cum-Confirming Party at its sole discretion, the Purchaser shall pay to the Developer provisional monthly contribution per month towards the putgoings that may be decide by the Developer/Owner-Cum-Confirming Party. At the time of being handed over possession of the said Flat, the Purchaser shall pay to the Developer the Adhoc Maintenance Deposit being an estimated lumpsum amount towards initial outgoings expenses as setout above. The amounts so paid by Purchaser to the Developer/Owner-Cum-Confirming Party shall not carry any interest and shall remain with the Developer/Owner-Cum-Confirming Party until the Society Conveyance/lease is duly executed and registered. On execution of the Society Conveyance/lease, the aforesaid deposits less any deductions as provided しくりつ ? For in this Agreement shall be paid over by the Developer/Owner-Cum-Confirming Party to the Society.
 - 11.5 It is agreed between the parties that on the date on which Possession of the said Flat is being handed over to the Purchaser, the Car Parking space may not be ready or fit for use. The Purchaser/s shall not raise any objection or refuse to take





possession of the said Flat due to non-availability of Car Parking space. The Developer/Owner-Cum-Confirming Party may provide, if available, car parking space on temporary basis, till the time the parking space are ready for parking of car. Upon the Car Parking Space being ready for use, any temporary parking space, allowed to be used by the Purchaser shall be forthwith vacated by the Purchaser/s unconditionally without any delay and without any objections or reservation whatsoever. The maintenance charges and local taxes allocated to such temporary car parking space or permanent car parking space shall be paid by the Purchaser/s.

- 12. Notwithstanding anything to the contrary contained anywhere else in this Agreement, it is agreed by and between the parties hereto that the Developer/Owner-Cum-Confirming Party shall be obliged and liable to offer possession of the said Flat to the Purchaser, only upon the Purchaser having duly paid in full all amounts/all installments of the said Consideration/society deposit/interest (if any) or any other amount as and when the same are due and/or payable under this Agreement to the Owner-Cum-Confirming Party, or as the case may be, to the Developer, without any deduction, delay, denur or protest.
- 13. The Developer/Owner-Cum-Confirming Party have further informed the Purchaser/s that all the expenses and charges (maintenance and upkers) of the said amenities and conveniences may be common and the Purchaser/s dengwith other purchasers of flats/units/premises in the Real Estate Project to be constructed on the said Property, shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by eaths of the purchasers of flats/units/premises on the Real Estate Project including the Purchaser/s herein. The proportionate costs and charges to be paid by the Purchaser/s shall be determined by the Developer/Owner-Cum-Confirming Party and the Purchaser/s agrees to pay the same regularly without raising any dispute or objection with regard thereto.
- Until such time as the development of the Real Estate Project is completed and the 14. possession of all the flats are delivered to all Purchaser(s), the Developer/Qwner-Cum Confirming Party will be entitled at their discretion, to control the management of the spid Building and to realize the outgoings and Maintenance Charges. The Developer/Owners Cum-Confirming Party shall be entitled to charge maintenance charges / outgoings (excluding Municipal taxes) as service charges for the purpose of the said Building management. The Maintenance shall be paid by the Purchaser(s) of the Flats of the said Building including the Purchaser(s) herein on a pro-rata basis. The estimated Adhoc Maintenance Deposit so paid by the Purchaser/s to the Developer/Owner-Cum-Confirming Party shall not carry any interest and shall be utilized by the Developer Owner-Cum-Confirming Party for payments, taxes, outgoings from the date of possession or deemed possession or the date of Occupation Certificate whichever is earlier. The Developer/Owner-Cum-Confirming Party has informed the Purchaser/s that once the Adhoc Maintenance Deposit has got exhausted or is about to get exhausted by the Developer/Owner-Cum-Confirming Party, the Developer/Owner-Cum-Confirming Party shall intimate the Purchaser/s about the same and the Purchaser/s has agreed to either make good the negative balance if any or regularly pay the monthly maintenance charges on 5th of every month on actual without any objection, demur or protest as per the invoice raised by the





Developer/Owner-Cum-Confirming Party till the time the management and operation of the said Building has been handed over by the Developer/Owner-Cum-Confirming Party to the Adhoc Committee and/or to the Society, whoever earlier and shall not withhold the same for any reason whatsoever and non-payment for 3 (three) consecutive months shall be construed as default under this Agreement. The Developer/Owner-Cum-Confirming Party shall hand over the management and affairs of the new Building to the Adhoc committee and/or to the society within a period of 24 months from the completion of the Project.

- 15. Layout Management by Developer/Owner-Cum-Confirming Party- Until such time as the entire proposed development of the said Property is completed and the possession of all the flats are delivered to all Purchasers and further the society of all wings and/or different societies of each of the wings to be constructed on the said Property is formed, the Developer/Owner-Cum-Confirming Party will be entitled at their discretion, to control the management of the said Property and to realize the outgoings and Maintenance Charges in respect of the said Property layout. The Developer/Owner-Cum-Confirming Party shall be entitled to charge maintenance charges / outgoings (excluding Municipal taxes) as service charge for the purpose of layout management. The Maintenance shall be paid by the Purchaser(s) of the flats of the said Building including the Purchaser(s) herein along with Purchaser(s) of flats of all wings in the layout on a pro-rata basis.
- 16. The Developer/Owner-Cum-Confirming Party shall observe, perform and comply with all the terms, conditions, stipulations and restrictions, imposed by MCGM and any other concerned local authority at the time of sanctioning the plan and thereafter, as subulated in the Sanctioned Plans for the construction of the said Building on the said Property and obtain from the appropriate authority the Occupation Certificate before manding over possession of the said Flat to the Purchaser for occupation.
 - 17. The said Building shall be constructed and completed in accordance with the Sanctioned Plans as approved by MCGM as aforementioned with such modifications thereto as may be made by the Developer as set out hereinabove. Save and except as provided herein the Be eloper hereby agrees to observe, perform and comply with all the terms, conditions stipulations and restrictions, if any, which may have been imposed by the sanctioning authorities at the time of sanctioning the plans and shall, before handing over possession of the said Flat to the Purchaser, obtain the occupation certificate and/or part occupation certificate in respect of the said Building.
- 18. If within a period of 5 (five) year from the date of receipt of occupation certificate of the said Building, any structural defects in the said Flat or the building in which the said Flat is situated, then, wherever possible such defects shall be rectified by the Developer at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Developer reasonable compensation for such defect. However, if the Purchaser/s carry out any alteration or addition or change in the said Flat and in the said Building in which the said Flat is situated without obtaining prior written permission of the Developer and the concerned authorities wherever required, the liability of the Developer shall come to an end and the Purchaser/s alone shall be responsible to rectify such defect or change at his/her/their own cost. The reasonable compensation if payable under this clause will be determined by the Architects appointed by the Developer.

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- 19. The Purchaser/s agree/s and acknowledge/s that the Developer is/are providing equipment/systems/appliances as mentioned in the List of Amenities more particularly setout in Annexure "G" hereto. The Purchaser/s is aware that the Developer is/are not the manufacturer of these systems of equipment/systems/ appliances. The Developer does not warrant or guarantee the use, performance or otherwise of these equipment / systems / appliances. The Parties hereto agree that the Developer is not and shall not be responsible or liable in connection with any defect or the performance/ non-performance or otherwise of these systems/appliances.
- 20. The Developer is at liberty and is entitled to enter into any Agreement for sale of Developer's Premises in the said Building;
- 21. It is hereby agreed that the Purchaser has agreed to acquire the said Flat. It is hereby expressly agreed by and between the Parties that the Developer and the Owner-Cum-Confirming Party shall be entitled to the open ground, compound, parking areas whether under the stilt, in the basement or in the open and shall be entitled to deal with and/or dispose of in such manner as they desire.

22. Save and except as disclosed herein and in the disclosures made to the

- 22.1 The Developer and the Owner-Cum-Confirming Party hereby represent that Developer is absolutely entitled to develop the said Property and construct the said Building by utilising the FSI and the Developer is at liberty to sell on ownership basis and/or allot, dispose, transfer the Developer's Premises and/or enter into any package deal arrangement and agreement for the allotment of sale of the Developer's Premises forming part of the said Building to be constructed of the Property on such terms and conditions as the Developer may think fit;
- The Developer hereby represents that save and except as stated in this Agreement the Developer has not created mortgage, charge, encumbrances, lease, lien or otherwise on the said Property or the said Building or the development rights thereon, and the Owner-Cum-Confirming Party hereby represents that save and except as uploaded on RERA Website, the Owner-Cum-Confirming Party has not created mortgage, charge, encumbrances, lease, lien or otherwise on the said. Property or the said Building or the development rights thereon;
- 22.3 The Developer and the Owner-Cum-Confirming Party, each of them, in so far as its concerns itself only and no further, hereby represent that there is no prohibitory order under any statute or otherwise, restraining and/or restricting rights of the Owner-Cum-Confirming Party and the Developer to enter into this Agreement;
- 22.4 The Developer and the Owner-Cum-Confirming Party each of them, in so far as its concerns itself only and no further, hereby represents that the Developer and the Owner-Cum-Confirming Party have all the right and title to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right or interest of the Purchaser created herein, may prejudicially be affected;

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- 22.5 The Developer and the Owner-Cum-Confirming Party each of them, in so far as its concerns itself only and no further, hereby represent that the Owner-Cum-Confirming Party the Developer has not entered into any agreement for sale and/or development or any other agreement / arrangement with any person or party with respect to the said Flat which will, in any manner, affect the rights of Purchaser under this Agreement;
- 22.6 The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Flat to the Purchaser in the manner contemplated in this Agreement;
- 22.7 The Developer and the Owner-Cum-Confirming Party each of them, in so far as its concerns itself only and no further, hereby represent that no notice from the Government or any other local body or authority or any legislative enactment, Government Ordinance, Order, Notification (including any notice for acquisition or requisition of the said Land) has been received by or served upon the Owner-Cum-Confirming Party or the Developer in respect of the said Property;
- 22.8 The Developer has pursuant to the terms and conditions as mentioned in the Development Agreement is developing the said Property, after putting up and obtaining approval for new building plans.
- 23. The Purchaser with the intention to bind itself and all persons into whose hands the said Flat may come, hereby covenant with the Developer and the Owner-Cum-Confirming Party as follows:-

23.1. To mantain the said Flat at the Purchasers' own cost in good and tenantable state of repairs and conditions from the date possession of the said Flat is taken by the Purchaser and the Purchaser shall not do or suffer to be done anything in or to the said Building in which the said Flat are situate or staircase or any passages therein which may be against any Rules, Regulations or Bye-laws of concerned Government are local or other authority and the Purchaser shall not change or alter or make anothers in or to the said Building in which the said Flat are situate or any part

Not to store or permit to be stored in the said Flat, any goods or articles which are of hazardous, combustible or dangerous nature (save and except the goods or articles which are used for the commercial purpose) or are so heavy as to damage the construction or structure of the said Building in which the said Flat are situate or storing of which goods or articles is objected to by the concerned Government, local 3 for other authority and the Purchaser shall not keep any article in the common passages, lifts, staircases, Landings, entrance lobbies, terraces or any other common areas on the said Property and the said Building thereon and the Purchaser shall not display or permit display any sign boards, hoardings or advertisements on the exterior of the said Flat or in the common areas on the said Property and the said Building thereon and the Purchaser shall not carry or cause to be carried to upper floors any heavy packages which may damage or are likely to damage the lift,

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staircases, common passages or structure of the said Building in which the said Flat are situate, including entrance of the said Building in which the said Flat are situate;

- 23.3 To carry out at their own costs all internal repairs to the said Flat and maintain the said Flat in good condition and the Purchaser shall not do or suffer to be done anything in or to the said Building in which the said Flat are situated or in the said Flat which may be against the Rules and Regulations and Bye-laws of the concerned local authority or public authority and in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- 23.4 Not to demolish or cause to be demolished the said Flat or any part thereof nor at any time make or cause to be made any additions or alterations of whatever nature in or to the said Flat or any part thereof nor any alteration in the elevation, external facade and outside colour scheme of the said Building in which the said Flat and the Purchaser shall not fix grills or projections on the exterior of the said Flat and the Purchaser shall not decorate or alter the exterior of the said Flat.
- 23.5 To keep the sewers, drains and pipes in the said Flat and appurtenance thereto a good tenantable repairs and condition and in particular, support shelter and protect the other parts of the said Building in which the said Flat are structed and the Purchaser shall not chisel or in any other manner damage columns, walls, slabs or R. C. C. Pardis or other structural members in the said Flat without the prior written permission of the Developer and/or of the Society which consent shall not be unreasonably withheld;
- 23.6 Not to enclose the passages/leveling, if any, forming part of the said Flat;
- 23.7 Not to use the said Flat as guest house;
- 23.8 That the dry and wet garbage shall be separated and the wet garbage generated in the building shall be treated separately on the same plot by the residents occupants of the building.
- 23.9 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said Property and the said Building in which the said Flat are situate;
- 23.10 To bear and pay increases in local taxes, water charges, and such other levies, if any, which are imposed by the concerned Municipal and other local authorities and/or Government and/or other public authorities in respect of the said Flat;
- 23.11 All taxes, dues, cess, outgoings due and payable in respect of the said Property as the case may be, and the said Building, in proportion to the carpet area of the said Flat and in the manner as set out hereinabove shall be borne and payable by the Purchaser;

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- 23.12 The Purchaser shall on demand, deposit with the Developer his/her/their proportionate share towards the installation of water meter and electric cable meter and/or any other deposit to be paid by the Developer to the local authority or body concerned and/or any other concerned authority;
- 23.13 The Purchaser shall observe and perform all the rules and regulations which the Society may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Flat therein and for observance and performance of the Building Rules, Regulations and Bye-laws for the time being in force of the concerned local authority and of Government and other public bodies and authorities. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Flat in the said Building on the said Property and the Purchaser shall pay and contribute regularly and punctually towards the taxes, expenses and outgoings in accordance with the terms of this Agreement;

23.14 The Purchaser shall also sign and execute such forms and applications as may be required or called upon by the Developer to form a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 as stated herein and/or admit and enroll the Purchaser as the member of the Society as may be formed with respect to the said Building constructed on the said Land;

The Purchaser shall not sell the said Flat or any portions thereof to any one whom soever, without the permission in writing of the Developer/Owner-Cum-Confirming Party and until all the amounts payable towards the said Consideration and/or otherwise under and/or pursuant to this Agreement are fully paid by the Durchaser to the Developer/Owner-Cum-Confirming Party and the Purchaser is not guilty of any breach or default of any of the terms and conditions set out herein.

their Architects, surveyors and agents with or without workmen and others upon the reasonable notice given by the Developer or the Owner-Cum-Confirming Party to the Purchaser, to enter upon the said Flat and the said Property and the said Building or any part thereof only for the purpose to view and examine the state and condition thereof and execute any works required therein;

The Purchaser/s hereby agrees and declares that he/she/itself/themselves shall submit full-fledge drawings with all specifications before starting interior work of the gaid Flat and approval/NOC shall be obtained from the Developer/Owner-Cumconfirming Party.

23.18 The Purchaser is aware and acknowledges that the Developer and Owner-Cum-Confirming Partyare entitled to respectively sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer their respective Premises as per the letter dated 14th January, 2020 and Supplemental Development Agreement dated 9th August, 2019 comprised in the said Building to be constructed by the Developer/Owner-Cum-Confirming Party on the said Property or as per the

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amendments agreed between the Developer and Owner-Cum-Confirming Party from time to timeand the Purchaser undertakes that he/she/they shall not be entitled to raise any objection with respect to the same.

- 23.19 The Developer/Owner-Cum-Confirming Party represented to the Purchaser that a rain water drain is passing through the said Property which is located at North side abating to 18/3 meter road. The Purchasers of the said Building shall maintain and cleaning of the said rain water drain twice a year and shall submit the report of the same to MCGM from time to time as per the Letter dated DyChE/54/SWD/PC dated 5th July, 2019 issued by MCGM;
- 23.20 The Purchasers do hereby expressly and irrevocably agrees and confirms that he/she/they shall not raise any objection, claim, protest, grievance, etc or take out any legal proceedings before any court of law, or Competent Authority against any future development to be carried out by the Developer/Owner-Cum-Confirming Party on the said Property in future in case of the Developer/Owner-Cum-Confirming Party obtain part Occupation Certificate and/or any development in case of the Development in case
- 24. The Purchaser agrees and declares that in the event, if the Purchaser procures any loan or financial assistance for purchasing the said Flat, then the Purchaser shall ensure that such Bank/s or Financial Institution pays the aforesaid installments regularly and punctually and any delay in the payment of the said installment by the Bank/s or the Financial Institution shall amount to a breach of the terms and condition of this Agreement and the consequences mentioned in this Agreement shall apply.
- 25. In the event of any Bank/financial Institution sanctioning loan by way of mortgage/as a co-lateral or as any such security, the Bank/ Financial Institution shall do so at their own risk and costs and the Developer and/or the Owner-Cum-Confirming Party shall not be liable and/or responsible for the same in any manner.
- 26. The Bank/Financial Institution shall not be able to claim its rights on the sadt Flat— which is mortgaged or held as a collateral or as any such security until and unless all monies payable to the Owner-Cum-Confirming Party and the Developer by the Purchaser under 300 cm and/or pursuant to this Agreement, has been duly received in full by the Owner-Cum-Confirming Party and the Developer, as the case may be.
- 27. For any amount remaining unpaid by the Purchaser under this Agreement, to the Developer /Owner-Cum-Confirming Party, to the extent of any amount payable to the Developer/Owner-Cum-Confirming Party they shall have first lien and charge on the said Flat agreed to be allotted to the Purchaser.

28. Formation of the Society

28.1 Upon completion of the entire development of the said Property and sale of all the flats / premises / blocks/units in the said Building and subject to the Purchasers having made payment of the entire consideration including all dues, outgoings to be paid hereunder, the Developer/Owner-Cum-Confirming Party shall form a Society of

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all wings and/or separate societies of each wing (as the case may be) (hereinafter referred to as "the Society") of all the Purchasers of the said Building and/or as per the provision of RERA Act and applicable Rules therein.

- 28.2 The Purchaser/s shall, along with other purchasers of premises/units of the said Building, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA Act and RERA Rules in respect of the Real Estate Project;
- 28.3 For this purpose, the Purchaser/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including bye-laws of the Society and shall duly fill in, sign and return to the Developer within 7 (seven) days of the same being made available to the Purchaser/s, so as to enable the Developer/Owner-Cum-Confirming Party to register the Society. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

Confirming Party for formation of the Society for any reason whatsoever, the Developer/Owner-Cum-Confirming Party shall appoint some of the purchasers of the aid Building as adhoc committee members or shall appoint any third party agency. The said adhoc committee members and/or the said third party agency shall look after the day to day affairs and management of the said Building and maintain the Building It is specifically mentioned that the settlement of account of balance amount shall be settled with the elected managing committee of the Society to be formed and registered after proper audit of the said account;

28.5 Further, in case the adhoc committee and/or the Society fails to take over the day to day affairs and maintenance of the Building from the Developer/Owner-Cum-Confirming Party as and when called for, the Developer/Owner-Cum-Confirming Party shall give one month notice before stopping the maintaining the building after the advance deposit is exhausted or about to get exhausted and thereafter adhoc committee and/or the Society (as the case may be) shall be solely responsible and liable to maintain the said Building;

28.6 It is hereby specified that the maintenance charges for maintenance of the common Pareas and the amenities of the said Building shall be apportion on the basis of the prespective areas of the flats;

- 28.7 The name of the Society shall be solely decided by the Developer/Owner-Cum-Confirming Party and cannot be changed or altered in future.
- 28.8 The Society shall admit all purchasers of flats in the said Building as members, in accordance with its bye-laws.



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28.9 It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold flats / premises / blocks / units and other premises including car parking spaces in the said Building shall at all times, including after the formation and registration of the said Society and/or after the conveyance/lease of the said Property and the said Building in favour of the said Society, be and remain the absolute Property of the Developer and/or said Owner-Cum-Confirming Party, as the case may be, and the Developer/Owner-Cum-Confirming Party shall become members of the said Society in respect thereof. The Developer and/or Owner-Cum-Confirming Party shall have full right, absolute power and authority, and shall unconditionally be entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice and shall operate the sale office from the said Building and do all activities in the common areas of the Project to promote the unsold units and neither the Purchaser/s herein, nor the Society shall object to or dispute the same. On the Developer intimating to the Society the name of names of the Purchaser or acquirer/s of such unsold flats / premises / blocks Society shall forthwith accept and admit such purchasers and accept as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recording from them any premium, tees, donations or any other amount of whatsoever nature in respect thereof. The Developer Owner-Cum-Confirming Party shall not be liable to pay maintenance charges for the unsold flats / premises / blocks / pent houses to the Society including the municipalitaxe with effect from receipt of occupation/ completion certificate. It is further agreed that the Developer shall also not be liable to pay maintenance charges, or any other charges/expenses for the flats/areas to be used and occupied by them for site/sales office;

28.10 The Developer/Owner-Cum-Confirming Party shall be entitled, but not obliged to, join as a member of the Society in respect of unsold flats in the Real Estate Project, if any.

28.11 Post execution of the Society Conveyance/lease (defined below), the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Purchaser/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

28.12 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Developer/Owner-Cum-Confirming Party for preparing, drafting and approving all such documents, shall be borne and paid by the Society and their members/intended members including the Purchaser/s, as the case may be, and the Developer/Owner-Cum-Confirming Party shall not be liable toward the same.

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28.13 The Developer shall have a right to amend/modify the approved plan even after formation of the society and/or receipt of Occupation Certificate and the Society shall issue NOC for the same as and when demanded by the Developer without any objection.

29. Conveyance/Lease to the Society:

- 29.1 An Indenture of Conveyance and/or Indenture of Lease shall be executed with the society with respect to the right, title and interest in the proportionate area being part of the said Property and also less the Property under Retail Market and subject to the conveyance of the MCGM Parking in favour of MCGM. The Lease shall be perpetual and for the period of 999 years with lease rental of Rs.1/- per annum ("Society Conveyance/Lease").
- 29.2 The Society shall be required to join in execution and registration of the Society Conveyance/Lease. The costs, expenses, charges, levies and taxes on the Society Conveyance/Lease and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the Society Conveyance/Lease, the Society shall be responsible for the operation and management and/or supervision of the part of the said Property including any common areas facilities and amenities and the Developer and the Owner-Cum-Confirming Party shall not be responsible for the same.

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

- 31. The rights of the Purchaser shall be confined only to the said Flat. The conferment of right in respect of the said Property and the said Building in favour of the Society shall take place only on the execution of the transfer documents in its favour as aforesaid.
- 32. It is expressly clarified, agreed and understood that the common amenities on the Gaid-Property as mentioned in Annexure "G" hereto, which shall be provided by the Developer/Owner-Cum-Confirming Party shall remain the exclusive, sole and absolute Property Gothe Developer/Owner-Cum-Confirming Party till the execution of the Conveyance/Lease of the part of the said Property to the Society. The Purchaser/s agrees and confirms that the said common amenities shall be conveyed only to the Society.
 - 33. It is hereby agreed that even after the Society for the said Building has been formed and the transfer documents are executed in favour of the Society, the Developer/Owner-Cum-Confirming Party shall have full right and authority to use the FSI and the Owner-Cum-Confirming Party shall have full right and authority to use the Balance FSI (if any) in any

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other manner and the Purchaser and/or the Society to be formed and registered shall have no right of any nature whatsoever in respect thereof.

- 34. The Purchaser hereby agrees that in the event of any amount becoming payable by way of levy of premium to the concerned local authority or any amount becoming payable by way of betterment charges or development levies or any other payment of a similar nature in respect of the said Property and/or various premises/building to be constructed thereon, the same shall be reimbursed by the Purchaser to the Developer/Owner-Cum-Confirming Party in the proportion of the area of the said Flat to the total area of all the premises in the said Property.
- 35. The Purchaser herby also agrees that in the event of any amount by way of premium security deposit or fire cess, betterment charges or development tax or security deposit for the purpose of obtaining water/electric/cable connection for the said Building or any other purpose in respect of the said Building or any other tax or payment of a similar nature is paid to the MCGM or any other authority or becoming payable by the Developer/Owner-Cum-Confirming Party, the same shall be reimbursed by the Purchaser to the Developer/Owner-Cum-Confirming Party proportionately with respect to the said that and in determining such amount, the decision of the Developer/Owner-Cum-Confirming Party shall be conclusive and binding upon the Purchaser.
- 36. It is agreed between the parties that, if the Purchaser intends to Visit the under construction project then it shall make a written request to the Developer/Owner-Cum-Confirming Party for a site visit and the Developer/Owner-Cum-Confirming Party shall within 7 (seven) working days from receipt of the request intimate the Purchaser the date and time for such visit. The Purchaser shall accordingly be entitled to site visit on the date and the time as intimated by the Developer/Owner-Cum-Confirming Party accompanied by site staff of the Developer/Owner-Cum-Confirming Party and the Purchaser agrees to follow all the safety precautions during the site visit. It is further clarified that, no children below the age of 15 years shall be allowed to enter the site. The Purchaser hereby undertakes not to hold the Developer/Owner-Cum-Confirming Party responsible for any loss or damage or harm incurred or suffered by the Purchaser or any person accompanying the Purchaser due to negligence or wrongful acts or otherwise, during the site visit.
- 37. After the possession of the said Flat is handed over to the Purchaser if any additions or alterations in or about or relating to the said Building are required to be carried out at the request of the Government, local authority or any other statutory authority, the same shall be carried out by the Purchaser at his/her/their own costs and the Developer/Owner Cum-Confirming Party shall not be in any manner liable or responsible for the same.
- 38. The Purchaser shall duly observe the terms and conditions of this Agreement. Without prejudice to the generality of the foregoing, the Purchaser shall make payment of all amounts required to be paid hereunder and/or pursuant hereto on the date the same are due and/or payable (time being the essence of the contract).
- 39. Without prejudice to the rights of the Developer/Owner-Cum-Confirming Party to receive Interest Rate any other rights and remedies available to the Developer/Owner-Cum-Confirming Party i.e. either (a) on the Purchaser/s committing default in payment on

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due date of any amount due and payable by the Purchaser/s to the Developer/Owner-Cum-Confirming Party under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Purchaser/s committing three defaults of payment of installments of the Consideration, the Developer/Owner-Cum-Confirming Party shall be entitled to at its own option and discretion, terminate this Agreement, without any reference or recourse to the Purchaser/s. Provided that, the Developer/Owner-Cum-Confirming Party shall give notice of 15 (fifteen) days in writing to the Purchaser/s ("Default Notice") by Courier / E-mail / Registered Post A.D. at the address provided by the Purchaser/s of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Developer/Owner-Cum-Confirming Party within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Developer/Owner-Cum-Confirming Party shall be entitled to terminate this Agreement by issuance of a written notice to the Purchaser/s ("Developer Termination Notice") by Courier / E-mail / Registered Post A.D. at the address provided by the Purchaser/s. On receipt of the Developer Termination Notice by the Purchaser/s or in the event of cancellation of the allotment of the said Flat by the Purchaser/s for whatever reason, this Agreement shall stand terminated and cancelled;

40. In the event of cancellation of the allotment of the said Flat by the Purchaser for the leaver reason or in the event of termination of the allotment of the said Flat by the Developer Councer-Cum-Confirming Party on account of the breaches of the Purchaser, including the breach on account of delayed payments and/or failure to make payments inspect of being called upon to do so and inspite of the notice by the Developer/Owner-Cum Confirming Party to cure/remedy such breach or breaches (as stated above), the following amounts shall be deducted and forfeited:-

applicable taxes thereon, ("Liquidated Damages") as pre-estimated liquidated damages to be paid by the Purchaser/s to the Developer/Owner-Cum-Confirming

40.2 GST, brokerage and all other taxes paid or payable on this Agreement as well as on the cancellation Agreement.

40.3 The taxes and outgoings, if any, due and payable by the Purchaser/s in respect of the spect of the specific that spect of the spect of the spect of the spect of the specific that spect of the specific that specific that specific the specific that specific the specific that specific that specific the specific that

**PRF-FMI interest (if any paid by the Promoter on behalf of the Purchaser/s);

- 40.5 The amount of interest payable by the Purchaser/s to the Developer/Owner-Cum-Confirming Party in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
- 40.6 In the event of the sale consideration of the New Prospective Purchaser/s being less than the consideration mentioned herein, the amount of such deficit.

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- 40.7 The Developer/Owner-Cum-Confirming Party shall, in the event of any shortfall, be entitled to recover the said amounts from the Purchaser. The Developer/Owner-Cum-Confirming Party shall not be liable to pay to the Purchaser any interest, compensation, damages, costs or otherwise and shall also not be liable to reimburse to the Purchaser any Government Charges such as GST, Stamp Duty, Registration Fees, etc. The amount shall be accepted by the Purchaser in full satisfaction of all his/her/their claim under this Agreement and/or in or to the said Flat.
- 40.8 The refund shall be made only after the resale of allotted flat to any third party purchaser and not otherwise, after deduction as aforesaid.
- 40.9 The Purchaser shall have no claim whatsoever in respect of the said Flat on issuance of the termination letter by the Developer/Owner-Cum-Confirming Party or on issuance of a cancellation request by the Purchaser.
- 41. It is hereby agreed between the Developer/Owner-Cum-Confirming Party and the Purchaser that at the time of hand-over of management in favour of the Society, the Purchaser and/or the Society shall reimburse to the Developer/Owner-Cum-Confirming Party in respect of the said Building and the infrastructure for the said Building;
- 42. Nothing contained in this Agreement is intended to be nor shall be construed or claimed by the Purchaser as a grant, demise or assignment in law of the building or any part/s thereof and/or of the said Property or any part thereof. The Purchaser shall have no claim in respect of all open spaces, lobbies, stair-cases, terraces, recreation space etc., will remain in the possession of the Developer/Owner-Cum-Confirming Party. All development rights with respect to the same shall remain with the Developer/Owner-Cum-Confirming Party.
- It is understood and agreed by and between the parties hereto that the terrace space/s in front of or adjacent to the flat/s in the said Building in which the said Flat is situated, if any, shall not belong to the respective purchaser/s of such flat/s and such terrace space/s shall exclusively belong to the Developer/Owner-Cum-Confirming Party. The said terrace/s shall not be used/occupied/enclosed by such flat purchaser/s till the permission in writing is obtained from the concerned local authority and the Developer/Owner-Cum-Confirming Party or the Society, as the case may be. Provided, however that the open spaces in the building compound, terrace on the top floor, etc. of the said Building, shall belong exclusively to the Developer/Owner-Cum-Confirming Party and they alone shall have right to allot, use or create third party rights with regard to such spaces.
 - (b) The Purchaser hereby consent/s to the grant of exclusive right of the said attached terrace/s to the Developer/Owner-Cum-Confirming Party to deal with the same as it may think fit so and hereby state/s, declare/s and covenant/s that neither the Purchaser nor the said Society will have any right to deal or have any claim, right, title or interest of whatsoever nature in such attached terrace/s. It is agreed that the aforesaid right in favour of the

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purchaser/s of such flat/s with terrace/s shall not be covenant running with the said and the said Building in favour of the said Society.

- 44. It is further expressly clarified, agreed and understood by and between the parties hereto that notwithstanding what is contained herein to the contrary the common terraces above the topmost floors of the said Building, shall always absolutely and exclusively belong to the Developer/Owner-Cum-Confirming Party and the Developer/Owner-Cum-Confirming Party shall have full right, absolute authority, and unfettered discretion to use the same in any lawful manner, including putting up any overhead water tank/s thereon to store and supply water to the occupants of the said Building. The Developer/Owner-Cum-Confirming Party shall not be liable to pay any compensation, amount or charges whatsoever in respect of the same to the Purchaser, or the said Society, and neither the Purchaser nor the said Society shall at any time raise any dispute or objection in this regard.
- 45. The Developer/Owner-Cum-Confirming Party hereby represent to the Purchaser that the Developer/Owner-Cum-Confirming Party shall install CCTV System in the refuge area and on the extension of the said Building towards road side. The said system shall be maintained by the Developer/Owner-Cum-Confirming Party during course of construction and the same shall be maintained by the Society after handing over management and affairs of the said Building to the Society. The Purchaser hereby agrees and confirms that he/she/they shall not raise any objection and/or dispute for the same.
- 46. It is hereby expressly agreed and provided that so long as it does not in any way effect or prejudice the rights hereunder granted in favour of the Purchaser in respect of the said field the Developer and the Owner-Cum-Confirming Party respectively shall be at liberty to sell assign, mortgage or otherwise deal with their entitlement under the Development becement. The Developer shall also be free to construct sub-station for electricity supply office for the Society, covered and enclosed garage in the open compound, underground and overhead tanks, structures, watchman's cabin, toilet units for servants, septic tanks and soak pits for location of which are not particularly marked on the building plans. The Purchaser shall not interfere with the rights of the Developer by raising disputes in the Court of Law under Section 7 of Maharashtra Ownership Flats Act, 1963 and/or any other provisions of any other applicable law. The Developer shall always be entitled to sign undertakings and indemnities on behalf of the Purchaser as required by any authority of the State or Central Government or competent authorities under any law concerning authorities of buildings or implementation of the scheme for the development of the said Property.

47. Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute a difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

48. Any delay tolerated or indulgence shown by the Developer/Owner-Cum-Confirming Party in enforcing any of the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Developer/Owner-Cum-Confirming Party shall not be construed as a waiver on the part of the Developer/Owner-Cum-Confirming Party of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser, nor shall

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the same in any manner prejudice, limit or affect the rights of the Developer/Owner-Cum-Confirming Party;

- 49. The Purchaser hereby agrees regularly every month on or before the 5th day of every month beginning from the month following the month in which the Developer/Owner-Cum-Confirming Party offers to give possession of the said Flat to the Purchaser, to pay to the Developer/Owner-Cum-Confirming Party until the complete administrative control of the said Property with the said Building thereon is regained by the Society, such proportionate share as may be determined by the Developer/Owner-Cum-Confirming Party and the Owner-Cum-Confirming Party or such Society of all other outgoings and expenses, provisions for depreciation and sinking fund and all outgoings and expenses of management, upkeep, maintenance and repairs of the said Building on the said Property and common lights, common sanitary and other utility services, garden and other services and amenities on the said Property as the case may be and in the said Building thereon including remuneration, salaries and wages to watchmen, supervisors, sweepers, gardeners and other persons employed for the aforesaid purposes or any of them and the collection charges in respect thereof, and the Purchaser shall not withhold payment of the aforesaid outgoings and expenses demanded from the Purchaser under this clause whatsoever.
- 50. The Purchaser agrees and undertakes to use the said Flat for residental puronly and the said covenant shall be binding on any future transferee of the said Flat:

51. COMPLETION OF DEVELOPMENT OF THE SAID PROPERTY

- 51.1 The Purchaser(s) agrees that the development of the said Property shall be said to be completed only when all of the following is achieved:-
 - 51.1.1 On the receipt of Occupation Certificate in respect of all wings of the said Building and the entire development on the said Property shall be completed.

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- 51.1.2 In the event of amalgamation of any other Property with the said Property, the development of the entire Property shall be considered to be completed only on completion of the further construction of additional floors on the said Building or construction on the said Property by consuming F.S.I. available due to such amalgamation as may be permissible under Development Control Regulations from time to time and/ or any other law for the time being in force of the entire amalgamated Property and the date of completion shall be considered, to be the date on which the Occupation Certificate is received in respect of last of the Building after amalgamation to be constructed on said Property;
- 52. The stamp duty and registration charges of this Agreement shall be borne and paid by the Purchaser;
- 53. During the course of construction, the Purchaser may request and instruct the Developer/Owner-Cum-Confirming Party to provide extra and/or better amenities and



specification in the said Flat provided the same do not involve any structural changes and are permitted by MCGM and for such superior and/or extra amenities and specifications on such extra cost and consideration as may be approved by the Developer/Owner-Cum-Confirming Party is paid by the Purchaser to the Developer/Owner-Cum-Confirming Party in advance. However, the Developer/Owner-Cum-Confirming Party shall be at liberty to refuse to change amenities and/or specifications and to refuse to carry out any alterations in the said Flat;

- This Agreement shall not be altered, modified or supplemented except with the 54. prior written approval of the Parties, and all such alterations, modifications and supplemental writings shall be effective, valid and binding only if the same are recorded in writing and executed by the Parties herein;
- All notices to be served on the Developer/Owner-Cum-Confirming Party and the 55. Purchaser as contemplated by this Agreement shall be deemed to have been duly served, if sent to the Purchaser/s or the Developer/Owner-Cum-Confirming Party by Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting their respective addresses specified below:

M/s. VASUDEV C. WADHWA CONSTRUCTION

Developer

301, Platina Building, 3rd floor,

Plot No. C-59, G Block, Bandra Kurla Complex,

Bandra (East), Mumbai - 400098

18-FEGIS Notified Email ID: wadhwacares@thewadhwagroup.com

MAS. THAKUR BROTHERS AGRICULTURAL FARM
Thakur House, Ashok Nagar, Kandivali (East), -Owner-Cum-Confirming Party

Mumbaii #400101

Natified/fmail ID:twgarden@thakurgroupofcos.com

SNIGDHA SACHIN JOSHI

Purchaser/s MR. SACHIN VIJAY JOSHI

102, Aditya Apt, Asha Nagar,

Thakur Complex, Kandivali (East),

Mumbai – 400101.

Notified Email ID: joshi.sachin8@gmail.com

t shall he the duty of the Purchaser/s and the Developer/Owner-Cum-Confirming Party to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all mmunications and letters posted at the above address shall be deemed to have peen received by the Developer/Owner-Cum-Confirming Party or the Purchaser/s, the case may be.

It is agreed that the information, specifications, amenities, layout, pictures, etc. 56. shown / contained in brochure shown to Purchaser/s, if any, are indicative only. The Developer/Owner-Cum-Confirming Party shall not be liable, responsible, obligated and/or

required to provide any or all such amenities, specifications, etc. as contained in brochure/layout/ pictures/ hoardings etc. No right of any nature whatsoever shall be construed and/or deemed to have accrued in favour of any person and/or Purchaser/s from or by virtue of brochure, etc. The Developer/Owner-Cum-Confirming Party shall not be liable and/or responsible for any loss, damages, cost, charges, expenses suffered / incurred and/or likely to be suffered and/or incurred by any person and/or Purchaser/s. No person or Purchaser/s shall have any right or be entitled to claim or enforce any right based on brochure, etc.

- 57. Forwarding this Agreement to the Purchaser/s by the Developer/Owner-Cum-Confirming Party do not create a binding obligation on the part of the Developer/Owner-Cum-Confirming Party or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the Schedules and Annexure along with the payments due, as stipulated in the payment plan of the Sale Consideration, within 30 (thirty) days from the date of its receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned office of the Sub-Registrar of Assurances as and when intimated by the Developer/Owner-Cum-Confirming Party. If the Purchaser/s fails to execute and deliver to the Developer/Owner-Cum-Confirming Party this Agreement within 30//thirty days from the date of its receipt by the Purchaser/s and/or appear before the concerned office of the Sub-Registrar of Assurances for its registration as and when interacted by the Developer/Owner-Cum-Confirming Party, then the Developer/Owner-Cum-Confirming Party shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, the applications of the Purchaser/s shall be treated as cancelled and all the sums deposited by the Purchaser/s in connection therewith, including the booking amount, shall be returned to the Purchaser/s without any interest or compensation whatsoever after forfeiting 10% amounts setout in the said Application/Booking Form/Allotment Letter.
- 58. The Purchaser shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Maharashtra Ownership Flats Act, 1963 and the Registration Act and intimate to the Developer/Owner-Cum-Confirming Party the Serial Number which under this Agreement is lodged for registration and thereupon the Developer/Owner-Cum-Confirming Party shall remain present to admit execution thereof before the Sub-Registrar.
- 59. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats Act (Mah. Act No.XLV of 1963) and the Rules made thereunder and Real Estate (Regulation and Development) Act, 2016 and Rules made thereunder.
- This Agreement constitutes the whole agreement and understanding between the Purchaser on the one hand and the Developer and/or the Owner-Cum-Confirming Party on the other hand, relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.
- 61. Nothing contained herein shall, in any manner, supersede, amend and/or modify the terms and conditions of the Development Agreement (including without limitation, the

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respective rights, entitlements and/or obligations of the Owner-Cum-Confirming Party and/or the Developer under the Development Agreement).

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO (SAID PROPERTY)

ALL THOSE pieces and parcel of Land being Plot No.B, bearing CTS Nos.809-A/1/19-A/1/5 admeasuring 5050.10 sq.mtrs. and CTS Nos. 809-A/1/19-A/1/6, admeasuring 5421.00 sq.mtrs., aggregating to 10471.10 of Village Poisar, Taluka Borivali and bounded as follows:-

North

18.3 m D.P. Road bearing

C.T.S. No. 818C/1 B(pt.) of Village Poisar.

South

13.4 m D.P. Road, bearing

C.T.S. No. 818C/1 B(pt.) of Village Poisar.

East

Boundary of Property bearing

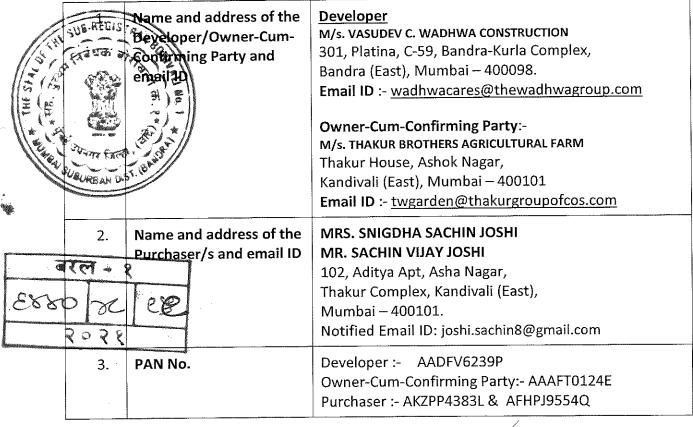
C.T.S. No. 809A/1/19A/1/7 of Village Poisar.z

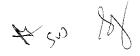
West

Boundary of Property bearing C.T.S. No. 809A/1/19A/1/3 &

809A/1/19A/1/4 of Village Poisar.

THE SECOND SCHEDULE ABOVE REFERRED TO







| 4. | Building/wing | Tower "A" ("said Building") | | | | |
|----|--|---|-------------------------------|---|--|--|
| 5. | Flat details (Developer's Share) | Flat No. A -602 | Floor-6 th | Carpet Area as per the definition of carpet area in RERA | | |
| | | | | 72.95 Sq.mtrs. | | |
| | | | | The area admeasuring Nil. deck area, Is the area appurer ant to the said Flat for their exclusive use | Service of the servic | |
| 6. | Consideration | Rs.1,69,54,352/- (Rupees. One Crore Signy Min Fifty Four Thousand Three Hundred Fifty Two payable in installments as described in the Thi Schedule hereunder written; SEPTEMBER 2024 | Three Hundred Fifty Two Only) | * 1 | | |
| 7. | Possession Date for handing over possession of the said Flat | | | | XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX | |
| 8. | Car Parking facility | (01) | | | | |

THE THIRD SCHEDULE ABOVE REFERRED TO

| Sr. No. | Description | Amount (Rs.) |
|---------|--|--------------------------|
| 1. | Paid on or before execution of this Agreement for sale being earnest money/ deposit, receipt whereof the Developer /Owner-Cum-Confirming Party admits and acknowledges | 16,82,720/- |
| 2. | Was payable towards TDS | 12,715/- |
| 3. | Payable on 19 th August 2021 | 16,95,435/- |
| 4. | On Completion of 8 th Floor slab or 15 th March 2022 (Whichever is later) | |
| 5. | On Completion of 25 th Floor slab or 15 th March 2023 (Whichever is later) | 25,43,153/- |
| 6. | On completion of 35 th Floor slab | 25,43,153 / - |
| 7. | On commencement of Lift Installation | 25,43,153/- |
| 8. | On Possession | 25,43,153/-' |
| Total | | 1,69,54,352/- |

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THE FOURTH SCHEDULE ABOVE REFERRED TO:

| Particulars | | | | | | Amount (Rs.) |
|-------------------------------------|--------------|-----|--------|----|----------|--------------|
| Share Money | | | | | | 650/- |
| Society Forma | tion Charges | 5 | | | | 20,000/- |
| Legal Charges | | | · | | | 25,000/- |
| Electric meter& Water meter charges | | | | | 50,000/- | |
| Amenities Cha | | | | | | 2,00,000/- |
| Consultancy | Charges | (In | favour | of | Vijay | 1,88,132/- |
| Associates(Wa | idhwa)) | | | | | |

The aforesaid amounts/charges are non refundable and non accountable

| Particulars | Amount (Rs.) | |
|--|--------------|--|
| Corpus Fund | 50,000/- | |
| Estimated Ad-hoc Maintenance Charges towards proportionate share of taxes, other charges and outgoings excluding Property Tax, ("Adhoc Maintenance Deposit") | 1,13,040/- | |

The aforesaid amount after deduction therefrom of arrears of taxes, maintenance charges and expenses (inclusive of all prevailing taxes paid by the Developer on behalf of the Purchaser/s) incurred till then, will be transferred by the Developer to the Society when formed and the Developer shall not be liable to maintain and/or render individual accounts to the Purchaser/s and shall give a consolidated account of all the sums as aforesaid to the Society when formed.

THE FIFTH SCHEDULE ABOVE REFERRED TO:(SAID PROPERTY)

| | | 1. | Mortgage Deed | (i) |
|------------------------|--|-----|------------------|------|
| Distancement | ************************************** | 77. | 7 - 8 | (11) |
| TAN COMPANY CONTRACTOR | 888 | 0 | 40 6 | |
| STONY STONY | | 2 | 2 8 | |
| | | | | |
| | | | | |
| | | | | |

Indenture of Mortgage dated 21st August, executed by and between the **Owner-Cum-Confirming Party** herein, therein referred to as the Mortgagor and M/s. Thakur Fininvest Pvt. Ltd., registered with the office of the Sub-Registrar of Assurances at Borivali under Sr.8477/2019;

Indenture of Mortgage dated 25th March, 2021, executed by and between Developer-Cum-Confirming Party herein, therein referred to as the Mortgagor/Borrower, M/s. Thakur Brothers Agricultural Farm therein referred to as the Confirming Party and TATA Capital Housing Finance Ltd, registered with the office of the Sub-Registrar of Assurances at Borivali under Sr.BRL6/5078/2021 on 26th March, 2021, wherein mortgaged, the entitlement of the Developer upon the terms and conditions setout therein.





SIGNED, SEALED AND DELIVERED by the within named Developer, M/s. VASUDEV C. WADHWA CONSTRUCTION by the hand of its authorized Signatory Mr. Tlanchas Chhalica

In the presence of the following witnesses...

Ms. Geeta Chhabia (i) (ii)

SIGNED, SEALED AND DELIVERED by the within named the Owner-Cum-Confirming Party, M/s. THAKUR BROTHERS AGRICULTURAL FARM, through its Partner/ Authorised Signatory

In the presence of the following witnesses... $% \label{eq:first} % \$ (i)

SIGNED AND DELIVERED by the within named Purchaser

MRS. SNIGDHA SACHIN JOSHI

MR. SACHIN VIJAY JOSHI

In the presence of the following witnesses...

(i)





) For Vasudev C. Wadhwa Construction

Mabre'

Authorised Signate





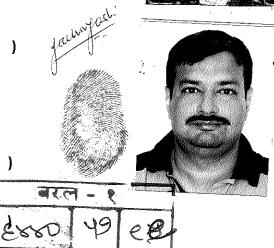
FOI THAKUR BROTHERS AGRICULTURAL FARM

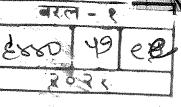
PARTNER



)







RECEIPT

RECEIVED from MRS. SNIGDHA SACHIN JOSHI & MR. SACHIN VIJAY JOSHI sum of Rs.16,82,720/- (Rupees Sixteen Lakhs Eighty Two Thousand Seven Hundred Twenty Only) on the execution of these Presents being the part consideration within mentioned to have been paid by them to us the details of which are as under:-

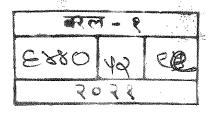
| Date | Cheque No. | Drawn On | Amount (Rs.) |
|------------|---------------|---------------------|----------------|
| 22-02-2021 | ****9817 | C.C | Rs. 60,000/- |
| 22-02-2021 | ***2299 | C.C | Rs. 40,000/- |
| 23-02-2021 | 468366 | State Bank of India | Rs. 1,00,000/- |
| 15-03-2021 | 000146 | HDFC Bank | Rs. 8,09,632/- |
| 23-03-2021 | 000148 | HDFC Bank | Rs. 6,73,088/- |
| | | Total | Rs.16,82,720/- |

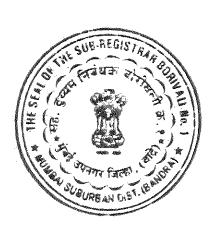
Witness:

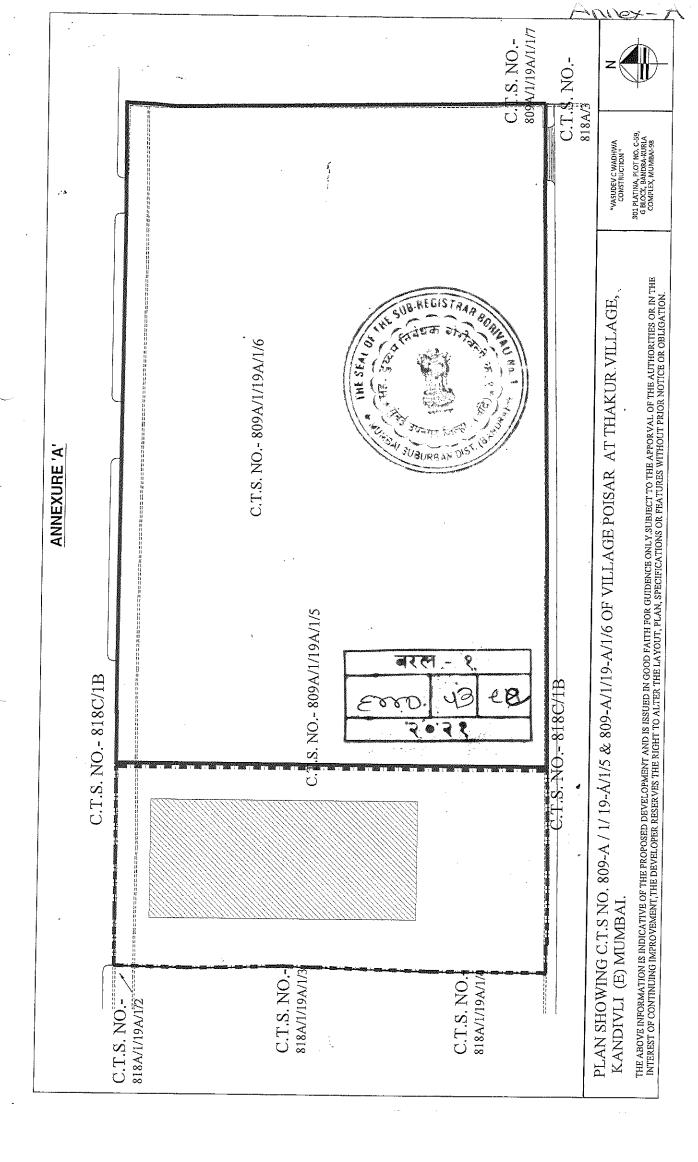
For M/s. VASUDEV C. WADHWA CONSTRUCTION

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(Partner/ Authorized Signatory)









MUNICIPAL CORPORATION OF GREATER MUMBAI FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CHE/A-3922/BP(WS) AR/FCC/1/New

COMMENCEMENT CERTIFICATE

To. Shri. V. K. Singh, Partner of M/s. Thakur Bros. Agricultural Farm Thakur House, Ashok Nagar, Kandivali (East), Mumbai - 400101.

With reference to your application No. CHE/A-3922/BP(WS) AR/FCC/1/New Dated. 11 Mar 2019 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated 11 Mar 2019 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. NA C.T.S. No. 809/A/1/19A/1/5, 809A/1/19A/1/6 Division / Village / Town Planning Scheme No. POISAR R/S situated at THAKUR VILLAGE Road / Street in R/S Ward Ward

The Commencement Certificate / Building Permit is granted on the following conditions:--

- 1. The land vacated on consequence of the endorsement of the setback line/ road widening line shall form part of the public street.
- 2. That 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 permission has been granted.
- The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
- 4. This permission does not entitle you to develop land which does not vest in you.
- 5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
- 6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-
 - -18 The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.

my of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.

The Municipal Commissioner of Greats Numbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have a price out the development work in contravention of Section 43 or 45 of the Mahares tra Regional and Town Planning Act, 1966.

7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri Asst, Engineer (B.P.) Shri.Abhijit Sankhe Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 8/3/2020

Issue On: 09 Mar 2006

Valid Upto:

08 Mar 2020

Application Number:

CHE/A-3922/BP(WS) AR/CC/1/New

Remark:

Top of Basement level.



Approved By

EE

Executive Engineer

Issue On: 14 Jan 2020

Valid Upto:

13 Jan 2021

Application Number:

CHE/A-3922/BP(WS) AR/FCC/17/New

Remark:

The CC is hereby re - endorsed for the work upto basement top (i.e 2nd level basement for Municipal Parking Lot use + 1st level basement partly for Municipal Parking Lot use & partly for building services and parking) of building no. 1 as per the approved amended plan dated 13-12.2019.

Approved By

Asst: Engineer (B.P.) Shri.Abhijit Sankhe

Assistant Engineer (BP)

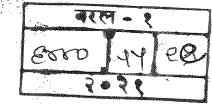
Issue On: 09 Mar 2021

Valid Upto

กล้าโกละ วดวัล

Application Number:

CHE/A-3922/BP(WS) AR/FCC/1/Amend



Remark:

The CC is hereby extended for work of proposed building no. 1 of Wing 'B' comprising of 2 level basement + Stilt (pt) + 1st to 5th level podium for surface parking and partly for residential users as per approved amended plan dated 13.12.2019 subject to verification of building line at top of podium.

CHE/A-3922/BP(WS) AR/FCC/1/Amend

Page 2 of 3 On 09-Mar-2021

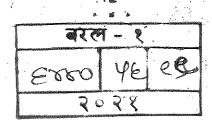


For and on behalf of Local Authority Municipal Corporation of Greater Mumbai

Assistant Engineer . Building Proposal

Western Suburb II R/S Ward Ward

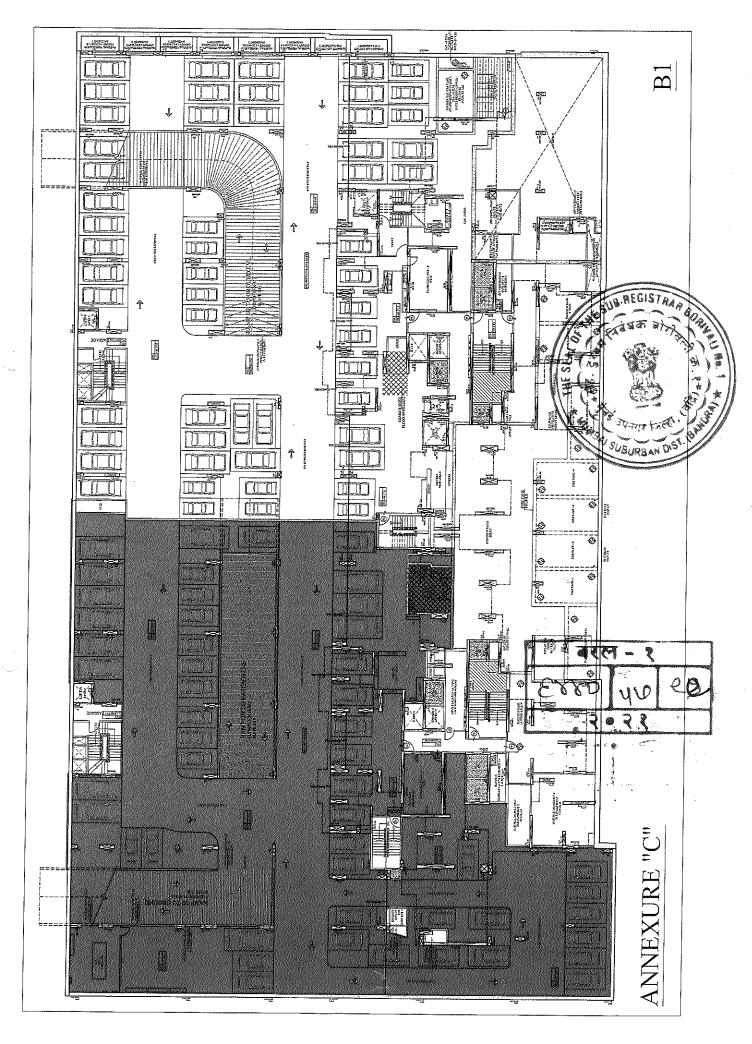
Collector Mumbai Suburban / Mumbai District.

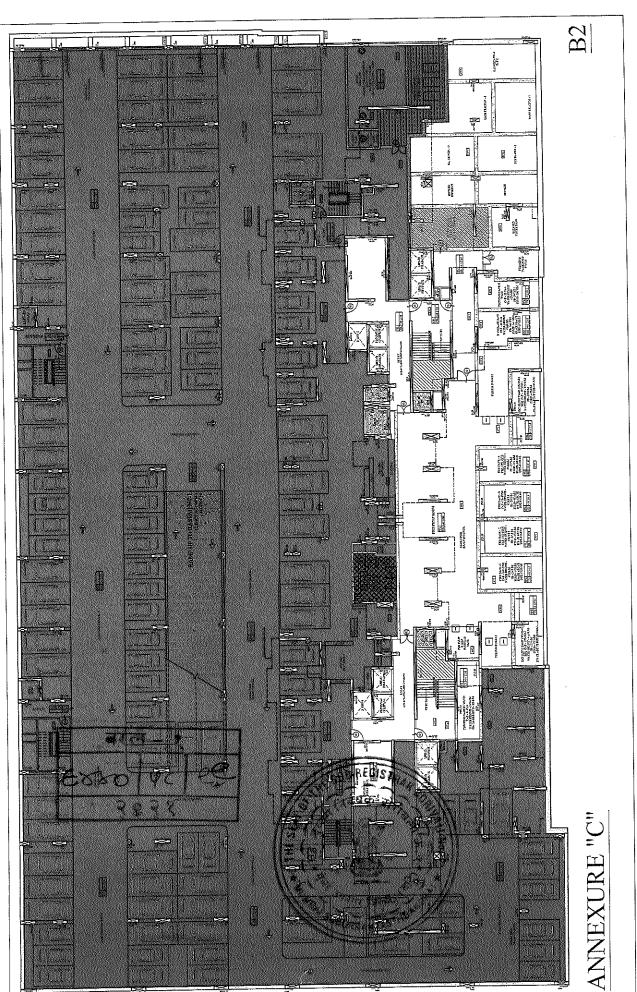


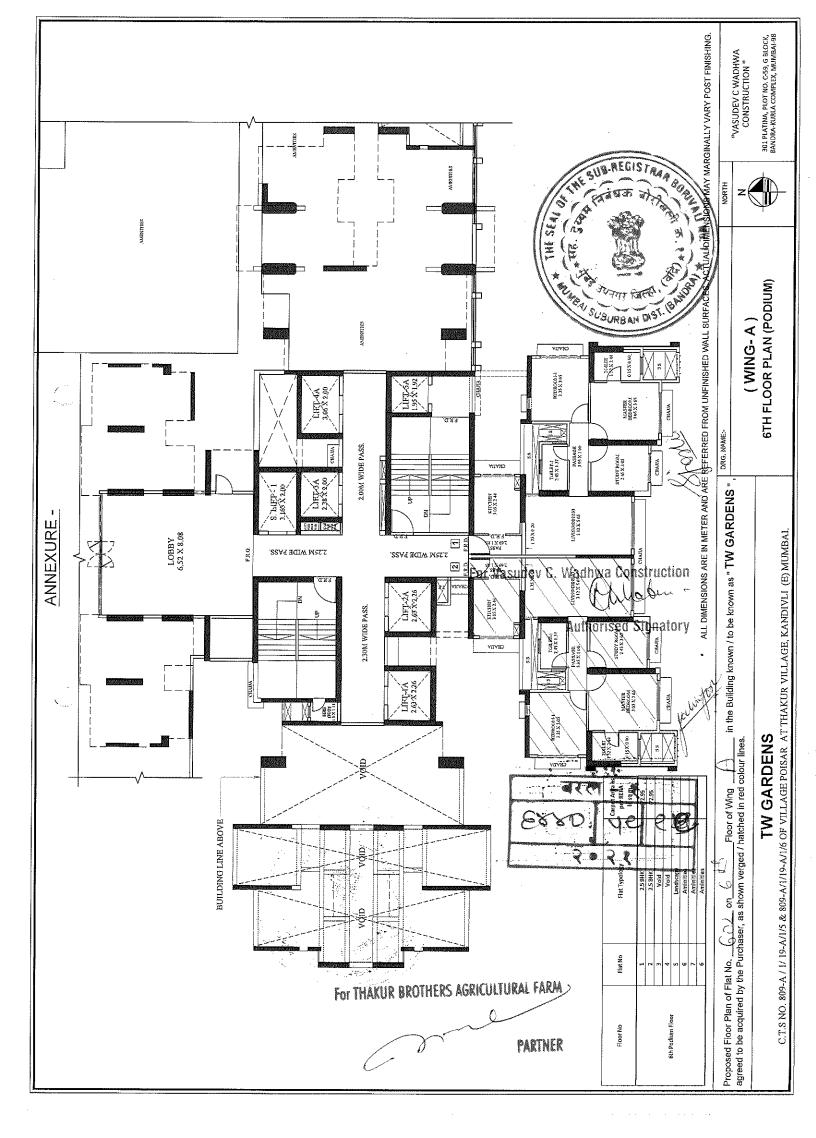


CHE/A-3922/BP(WS) AR/FCC/1/Amend

Page 3 of 3 On 09-Mar-2021







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Annex- E:

Shukla & Associates

Advocates & Advisors

Prop. Om Prakash Shukla B.A., LL.B. Advocate High Court

6, Shukla House, Duttaji Salvi Marg, Near Thakur Polytechnic, Thakur Complex, Kandivali (East), Mumbai - 400 101. Tel.: 022-28701728 / 022-28881038 Mob.: 9892993206

TO WHOMSOEVER IT MAY CONCERN

TITLE CERTIFICATE

Sub:

All those piece and parcel of land situated at Village Poisar, Taluka: Borivli, Mumbai Suburban District Mumbai, bearing CTS No. 809/A/1/19/A/1/5 admeasuring 5050.1 sq. mts. Reserved for Retail Market CTS. No. 809/A/1/19/A/1/6 admeasuring 5421 sq. mts. reserved for Parking Lot totally admeasuring 10,471.1 sq.mtrs. to be collectively referred to as the said land.

At the instance of my clients, M/s. Thakur Brothers Agricultural Farm, a partnership firm registered under the provision of the Indian Partnership Act, 1932 bearing Regn. No. BA-168639 and having its registered office at Thakur House, Ashok Nagar, Kandivli (East), Mumbai — 400101, I have investigated the title of the above mentioned property.

- A. In and before the year 1951 Nanabhoy Byramjee Jeejeebhoy was seized and possessed of and / or otherwise well and sufficiently entitled to inter alia the said land at Village, Poisar, described in the Schedule hereunder written.
- B. By a registered Conveyance dated 24th July, 1951 (registered with the Sub-Registrar of Assurances at Bombay under Registration No. 4212 of Volume No. I on 17th November, 1951) and expressed to be made between the said Nanabhoy Jeejeebhoy as the Vendor of the One Part and Byramjee Jeejeebhoy Private Limited (subsequently known as Nanabhoy Jeejeeshoy Private Limited) a company governed under the provisions of the Companies Act, 1956 as the Purchaser of the Other Part the said Nanabhoy Byramjee Jeejeebhoy sold, granted, assured, conveyed and transferred to the said

Contd..2/-

Byramjee Jeejeebhoy Private Limited inter alia all those pieces and parcels land or ground containing by admeasuring 370 acres which includes the said land situated at Village Poisar, Taluka: Borivali, Mumbai Suburban District, Mumbai, bearing CTS No. 809/A/1/19/A/1/5 admeasuring 5050.1 sq. mts. reserved for Retail Market, CTS. No. 809/A/1/19/A/1/6 admeasuring 5421 sq. mts. Reserved for Parking Lot totally admeasuring 10,471.1 sq. mtrs.

- C. By an Agreement dated 29th June, 1982 and expressed to be made between the said Byramjee Jeejeebhoy Private Limited as the owners of the One Part and the said Bombay Real Estate Development Company Pvt. Ltd., (hereinafter referred to as said "BREDCO") therein referred to as the Developer of the Other Part, the said BREDCO has acquired development rights inter alia in respect of the said property including the said land on the terms and subject to the conditions more particularly stated in the said Agreement dated 29th June, 1982.
- D. By virtue of the Consent Terms dated 21st December, 1988 filed in the High Court at Bombay in Company Petition No. 868 of 1988 filed by Byramjee Nanabhoy Jeejeebhoy & Ors. as the Petitioners and the said Byramjee Jeejeebhoy Private Limited & Ors. as the Respondents the said property including the said land which is described in the Consent Terms became vested but subject to the aforesaid Agreement dated 29th June, 1982 in the said Nanabhoy Jeejeebhoy Private Limited without any further act or deed.

E. The said BREDCO has paid full consideration money to the said Byramjee

Seejeebhoy Private Limited and obtained from Nanabhoy Jeejeebhoy Private

O 2 simited (who were successors in title to the said Byramjee Jeejeebhoy Private

Limited as herein recited) an lorevocable Power of attorney dated 28th

Contd..3/-

February, 1989 in their favour to fully deal with the said properties mentioned therein including the said land described in the Schedule thereunder written.

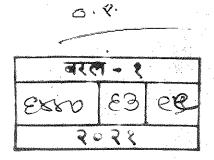
- F. In the premises the said BREDCO has become fully entitled to deal with said properties including the said land and dispose of the same on such terms and conditions as it may deem fit and proper.
- G. By Memorandum of Understanding dated 6th day of October, 1986 and supplementary MOU dated 29th day of January, 1992, executed by and between the said BREDCO and my clients it has been agreed between the parties to retain/hold/own and develop the said property including the said land as mentioned in the MOU aforesaid at the ratio of 60% to BREDCO & 40% to my clients which includes the said land more particularly mentioned in schedule written hereunder.
- H.By declaration dated 21st January, 2005, the said BREDCO has given their consent to my clients for their independent development of the said land.
- I. My clients are thus intending to develop the above referred said land admeasuring 10471.1 sq.mtrs or thereabouts of Village: Poisar, taluka Borivli, Mumbai Suburban District, Mumbai, more particularly described in the Schedule hereunder.
- J. Out of the said land a portion bearing CTS No. 809/A/1/19/A/1/5 admeasuring 5050.1 sq. mtrs. Of Revenue Village: Poisar, taluka: Borivali, Mumbai is reserved for Retail Market and balance land bearing CTS No. 809/A/1/M/A/1/6 5421.0 sq. mtrs. Of Revenue Village: Poisar, taluka:



Contd..4/-

Borivali, Mumbai is reserved for Parking Lot as per finally sanctioned Development Plan from Municipal Corporation of Greater Mumbai.

- K. The said land is now available to my clients for development by way of constructing commercial building thereon and in that regards my clients have already entered into a Development-Cum-Finance-Agreement dated 28/05/2006 (hereinafter called as the said Development Agreement) duly executed by and between my clients therein referred to as the Owners and one Vasudev C. Wadhwa Construction, a partnership firm registered under Indian Partnership Act, 1932 bearing Registration No. BA-84172 having office at 425-A, Vasukamai, 14th Road, Bandra (West), Mumbai 400 050, therein referred to as the Developers and accordingly my clients as per the said Agreement have undertaken the Development of the said land with the said Vasudev C. Wadhwa Construction on the terms and conditions mentioned therein.
- L. Pursuant to the execution of the said Development Agreement the development of the said land could not be undertaken then for various reasons including forest issue and therefore disputes/ misunderstandings/ differences arose between the said Developer and my clients.
- ,M. Pursuant to the aforesaid, my clients and the said developers have had substantial discussions and negotiations and amicably resolved the differences





Contd..5/-

between them and have come to revised terms that will be incorporated and recorded in the Supplement Development Agreement to be duely executed by and between my clients and the said developers.

- N. I have also caused to be taken search with respect to the said land through my search clerk who has submitted to me his search report relating to the said land and on the perusal of the said search report also it is clear that there is no encumbrance of any third party over the said land or any part or portion thereof.
- O. My clients requested me to investigate their title to the said land again and issue fresh title certificate relating thereto. Accordingly, I gave public police in two daily newspapers namely Free Press Journal and Navshakt in their Edition dated 06/07/2019 inviting objections from the members of the public surgest having any right title, interest, benefit, claim or demand if any or any part of the said land. I have not received any objections from any member of the public in pursuance of the said two public notices dated 06/07/2019.

In view of the above, my clients have got clear and marketable title free from all encumbrances in respect of the said land and I, therefore, hereby certify that title of my clients Thakur Bros. Agricultural Farm to the above referred said land more particularly described in the Schedule hereunder written is clear marketable and free from all encumbrances.

O . Q.

Cont...6/-

THE SCHEDULE ABOVE REFERRED TO:

(Description of the said land)

All those pieces and parcels of land bearing CTS No. 809/A/1/19/A/1/5 admeasuring 5050.1 sq. mts. And CTS No. 809/A/1/19/A/1/6 admeasuring 5421 sq. mts. At Village Poisar, Taluka: Borivli, Mumbai Suburban, District: Mumbai bounded as follows:

North: 18.3 m D.P. Road bearing

C.T.S. No. 818C/1B of Village Poisar.

South: 13.4 m D.P. Road bearing
C.T.S. No. 818C/1B of Village Poisar

East: Boundary of Property bearing

C.T.S No. 809/A/1/19/A/1/7 of Village Poisar.

West: Boundary of Property bearing

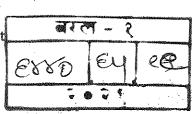
C.T.S. No. 809A/1/19A/1/2, &

809A/1/19A/1/4 of Village Poisar.

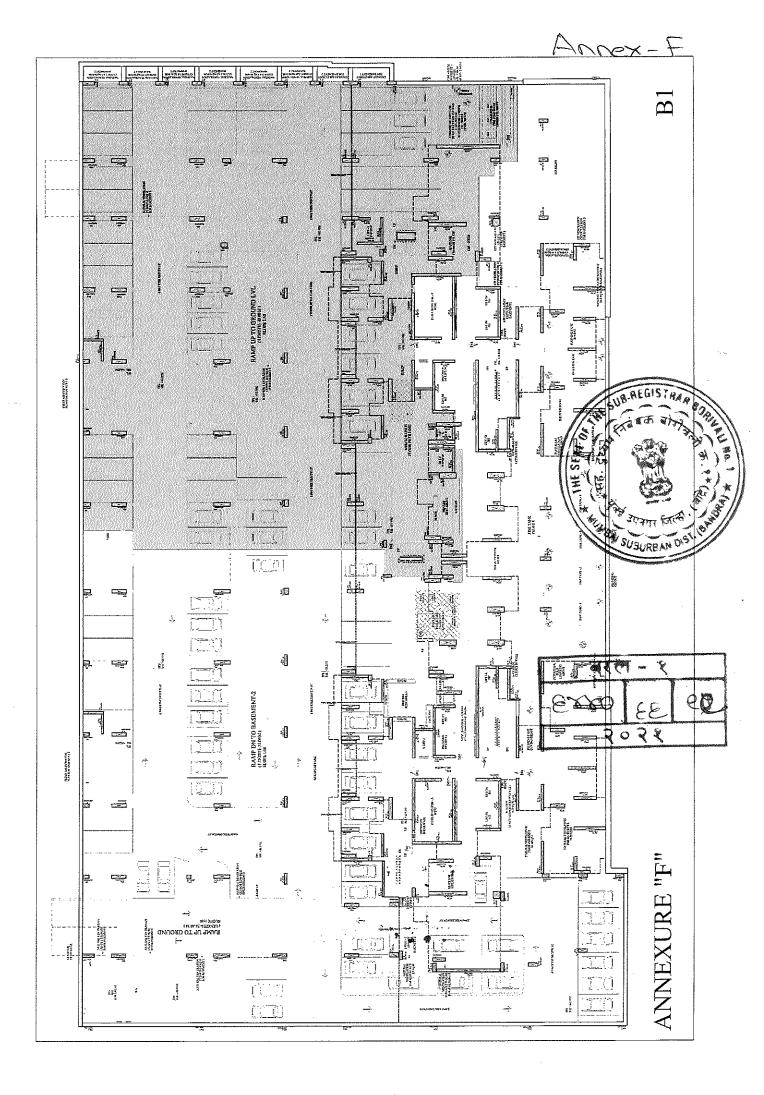
Dated this 7th day of August 2019

(Om Prakash Shukla)

Advocate, High Court







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ANNEXURE "G"

<u>Apartment</u>

- Entire Apartment laid out with Vitrified Tiles.
- All Windows Aluminium powder coated.
- Main door and all Other Doors Wooden flush Door Shutter with Laminate finishes both sides. Wooden Door frame with melamine polish
- Plastic emulsion paint for internal walls & ceiling
- Concealed electric wiring with switches of reputed brand

<u>Kitchen</u>

- Single bowl stainless steel Sink
- Granite Platform
- Kitchen flooring vitrified tiles.
- Dado Vitrified tiles up to 600mm above kitchen platform.
- Modular kitchen with overhead cabinets
- Electric point with space/cut out provision in window for exhau



Toilets

- Hand shower in master toilet
- American standard / Grohe / Toto / Roca or equivalent for CP fittings & sanitary
- All toilets flooring antiskid vitrified tiles & dado in ceramic til
- Electric point with space/cut out provision in window for exhaust fan
- Underslung plumbing with appropriate false ceiling

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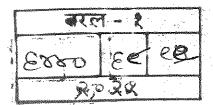
Security

- Video door phone with intercom facility connected to main lobby.
- CCTV at strategic locations Entry/exit to plot, Entrance lobby, All lift lobbies at Basements, Ground & Podium levels.

External facility within the complex

Entrance lobby common for both wings with marble / vitrified tile flooring & dado

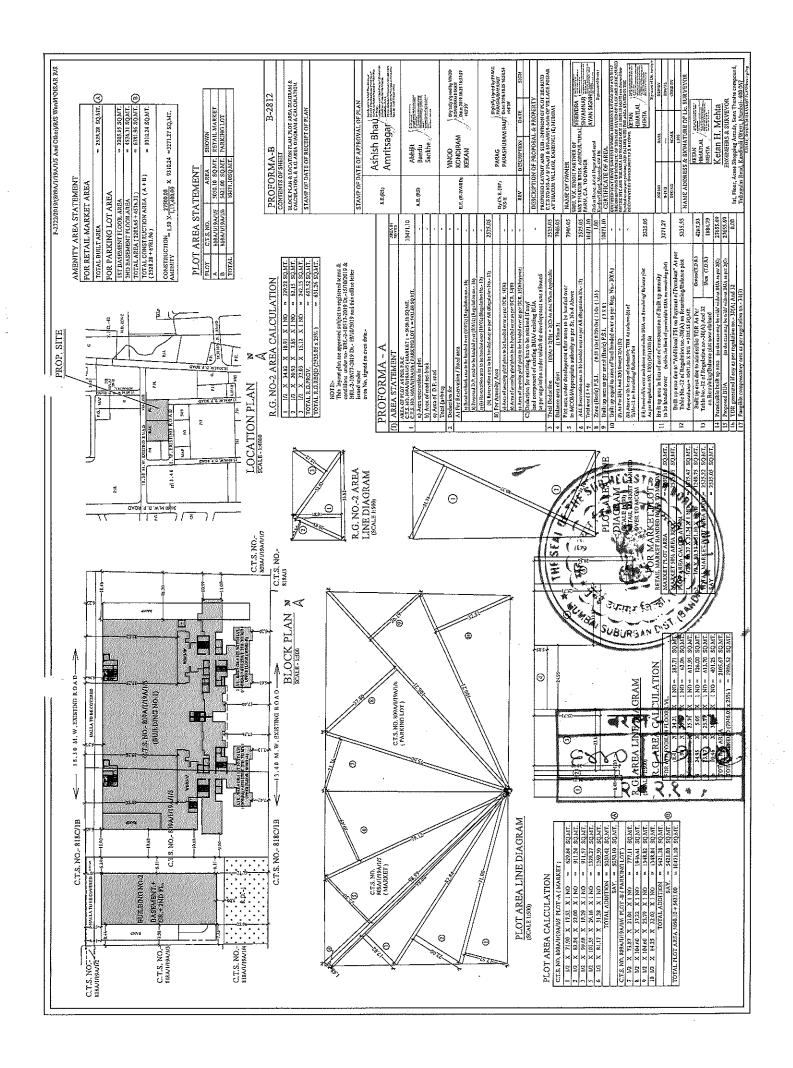
- Fitness Centre
- Multipurpose Hall
- Amphitheatre & Lawn
- Lap pool with Kid's pool & Jacuzzi
- Children's play areas Separate for Toddlers & kids
- Yoga lawn
- Senior citizen zone with reflexology path
- Walking / Jogging Track
- Indoor games Pool, Chess, Carom & Table tennis
- Servant toilet at Mid-landing in each wing
- One driver's toilet per podium level
- Power back-up for elevators & common areas





| विभाग/मौजे | | ण-का न.भू .अ | <i>ाभौरेगाँव</i> | जिल्हा | मुंबई उपनगर जिल्हा |
|------------------------------------|--|---------------------------------------|--|----------------------|--|
| • देश भूगान क्षणे हे का प्याप्त | शिट नेवर प्लाट नवेर क्षेत्र । चौ.मी. | अस्याविकत् | *************************************** | शासनाता दिलेल्ड | अकारणीचा क्या पाङ्ग्राचा व्या फेर तपासणीची नियन बेळ) |
| <i>তেবিজ্ঞাধ্যক্ষ</i> হ | | | | | स्था कर प्राचलभाग्य (पुनत् स्वक्) |
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| इतर शेरे | | <u> </u> | | | |
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| | ं व्यवहार ! | खंड क्रमांक | ्रिवन घारक (धा) पहेदार (प) किंवा भार | (भा) | साक्षाकंन |
| ०५/११/२००१ | मा. जिल्हाबिकारी मुंबई उपनगर जिल्हा यांचे कडील आदेश क्र सी | | शेती | | कर्माह्म २१० प्रमाणे |
| | कार्या ३ क /पो.वि. एस आर ३३७६१वि. २४/०७/२००१ व इकडील आदेश क्र. न. भू. पोईसर / पो. वि./ भी. र. न. ३८४/२००१ | | इ.ह नियोजित रिटेल मार्केट | | THE STATE OF THE S |
| | दि. ०५/११/२००१ अन्वये न. भू. क्र ८०९/अ/१/९९/अ/१/५ क्षेत्र ५०५०.१ चौ. मि. नविन मिळकत पत्रिका उघडली धारक व | | | THE SEAL OF | |
| २४/०५/२००ई | नियोजित आरक्षणाची नोंद केली | | | 11. 1 | (4) |
| (3)0 (1 (304) | भा उपसंरक्षक ठाणे वनविभाग यांचेकडील पत्र क्र. कक्का-रूर अधिनियम १९२७ चे कलम ३५(३), महसूल व वनविभाग दि. १६/१२/२००४ व एस-३०/२००४/प्र.क्र.२००/ल-६ दि. अधिनियमातील तरतुदीस अधीन " अशी इतर हक्कात नोंद् | याचकडील परिपञ्च १४/७/२००५ ला | the transfer of the second of | भारतीय वन ४३/एफ-३ | के रफार का १२० प्रमाण अप्राप्त का १२० प्रमाण उप्राप्त का भीरगाव |
| ૄ/૦૪/૨૦૧૫ | मा सर्वोच्च न्यायालयाने स्पेशल लिव्ह पिटीशन (C) कर्र | 30/2002 ස නික | Treate and the contract | | के रफार का ३५१ प्रमाणे सही - |
| | क्र.एस-३०/२००८/प्र.क्र.२८१/फ ३ हिनांक १२/१२/२०१८ | वनसरक्षक (मंत्राल | १) महसूल व बन विभाग याचेकर्ड | रिष् | ०१/०४/२०१५ |
| 1 | यथील नःभू क्र.८०९/अ/१/१९/अ/१/५ या मिलकत चिकेन | .७९१४ दिनाक २ वित्रीमा जार्गाहरू | १/१२/२०१४ अन्वये नगर भूमापन | प्रांबसर | बरल एक |
| | वनविभाग यांचेकडील परिपत्रक क.एफ एल ही /१००/जी व | गरतास वन आसान गरतास वन आसान | वस १९२७ चे कलम ३५(३) महर | रूल व | 880 EC E |
| <u>.</u> | एस-३०/२००४/ल-६ दिनांक १४/७/२००५ या पत्रान्वये "म हक्कातील दिनांक २४/५/२००६ रोजीची नॉद कमी केली. | गराष्ट्र खाजगी वने | अधिनियमानील तरतुदीस अधीन" | अशी इतर | 5058 |
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| তি তুলাত করে। কুলা কুলাভাগী | | | | ्व इत्या | विवास्त्रा |
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| | THE REAL PROPERTY. | | | | |

तालुका(न.भू.मा.का. -- न.भू.अ.गोरेगांव मुंबई उपनगर जिल्हा जिल्हा --विश्वसमीने --पोईसर शासनाना दिनस्या आकारणेचा विद्या भाङ्याचा नगरं भगपन तपशील आगि त्याच्या फेर तपासणीची नियत बेळ) चो.मी. क्रमाम / का. पर्नें, नं. ८७९/अ/१/११/अ/१ ५४३१.० **सुविकाधिका**र हक्काचा मुळ धारक पट्टेदार इतर भार इतर शेरे डिनाक न खंड क्रमांक नविन घारक (धा) साक्षाकंन व्यवहार पट्टेदार (प) किंवा भार (भा) क रकार क्र.९१० प्रमाणे सही -मा. जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचे कडील शेती ०५/११/२००१ आदेश क्र सी इ. ह ०५/११/२००१ कार्या ३ क /पो.वि. एस आर ३३७६/दि. २४/०७/२००१ नियोजीत पी. एल न.भू.अ.गोरेगांव व इकडील आदेशान्त्रये न. भू. क्र पोईसर / पो. वि. मो. र. न. ३८४/२००१ दि. ०५/११/२००१ अन्वये न. भू. क्र ८०९/अ/१/१९/अ/१/६ क्षेत्र ५४२१.० चौ. मि. ची नविन मिळकत पत्रिका उघडली धारक व नियोजीत आरक्षणाची नोंद केली रफार क्र.१२० प्रमाणे सही -२४/०५/२००६ मा.उपसंरक्षक ठाणे वनविभाग यांचेकडील पत्र क. कक्ष-१/२० /जिमन/७७४ है/२००५-२००६ दि. २०/२/२००, भारतीय वन अधिनियम १९२७ चे कलम ३५(३), महसूल व वनविभाग वांचेकडील परिपत्रक क. एफ.एल.डी/१००/सी.आर/२४३/एफ-३ दि. १६/१२/२००४ व एस-२०/२००४/ल-६ दि. १४/७/२०५५ या ३ पत्रान्वये "महस्राष्ट्र खाजगी वने अधिनियमातील २४/०५/२००६ न. भू. अ. गॉरेगाव तरतुदीस अधीन " अशी इतर हक्कात नोंद घेतली. फे एकार क्र.३५१ प्रमाणे सहा -38/08/2084 मा सर्वोच्च न्यायालयाने स्पेशल लिव्ह पिटीशन (C) क्र.१०७३०/२००८ मधील सिव्हील अपील क्र.१११८/२०१४ प्रकरणी दिलेल्या दिनांक ३०/१/२०१४ रोजीचे आदेशान्वये मा मुख्य वनसंरक्षक (मंत्रालय) महसूल व वन विभाग याचेकडील ०१/०४/२०१५ न. भू. अ. गोरेगाव क्र.एस-३०/२००८/प्र.क्र.२८१/फ ३ दिनांक १२/१२/२०१४ च्या निर्देशाप्रमा<u>णे मा जिल्हा</u>भिकारी मुंबई उपनगर जिल्हा ञ्चन्वये नगर भूमापन पोयसर यांचेक बील पत्र के सी / कार्या -२ आय / खाजगी वन /स.क्रं.७९/१ येथीत न भू क ८०९/ भ/१/९/ अ/१/६ या मिळकत प्रिकेब्रीके प्रज्ञानमनाज्ञुष्ठदार्००५-२००६ दिनांक २०/२/२००६ प्रवनविमाग सिवेड्डील परिपत्रक क्र.एफ डी /१००/सी आ दिनांक १४/७/२००५ या पत्रान्वये "महाराष्ट्र खाजगी वर्ग रेक्ट्रिंग्रेन्ट्रें रोजीची नोंद कमी केली. *्र्वोज्*मिना खण्ड स्र १००५-२००६ दिनांक २०/२/२००६ ३५(३) महसूल व ३०/२००४/त्न-६ क्कातील दिनांक न्य कान्य वानाया हिट्टीन्त्री भूक्यत वस ब्रह्मान न.भू.अ.गोरेगांव तपालगी करणारी होती है १५/१९१५ तककेंग्रे मुंबई उपनगर जिल्हा ABON U reso facility with a LAM THE PIRE WELL पद्माण प्रदाशको भागकार नगर मुमापर्न अधिकारी, गोरेगांव,







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: P51800024368

Project: Tw Gardens, Plot Bearing / CTS / Survey / Final Plot No.: 809/A/19A/1/5 and 809/A/19A/1/6 at Borivali, Borivali, Mumbai Suburban, 400101;

- 1. Vasudev C. Wadhwa Construction having its registered office / principal place of business at *Tehsil: Kurla, District: Mumbai Suburban, Pin:* 400098.
- 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 ecount to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only to that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

 OR

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

 The Registration shall be valid for a period commencing from 07/02/2020 and ending with renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of 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.

Signature valid
Digitally Signed by
Dr. Vaşant Premanand Prabhu
(Secretary, MahaRERA)

SARC C

M2/2026

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e Q

(Secretary, MahaRERA) Date:12-03-2020 14:23:42

Dated: 07/02/2020 Place: Mumbai

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

SY VASUDEV C. WADHWA CONSTRUCTION

301, Platina, Plot No. C-59, G-Block, BKC, Bandra (East), Mumbai - 400 098. Tel: 022-67308400 • Fax: 022-67308401 E-mail: info@thewadhwagroup.com • Website: thewadhwagroup.com

TO WHOMSOEVER IT MAY CONCERN

Amongst all the Partners of the Firm it is unanimously resolved, confirmed and agreed that Mr. Manohar Chhabria shall sign and execute on behalf of the Firm and accordingly hereby authorize him to sign and execute on behalf of the Firm, the allotment letters, Memorandum of Understanding for mortgage, Tripartite Agreements for mortgage, Agreement for Sale, Rectification Deed, Supplemental Deed, No Objection letter/s for mortgage, any other correspondences and all such other documents in respect to the sale/allotment and/or cancellation of the flat/units to be constructed in the Project "TW Gardens" located at CTS Nos. 809-A/1/19-A/1/5 and 809-A/1/19-A/1/6 of Village Poisar,

Taluka Borivali;

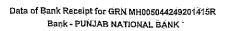
Dated this 2nd day of November, 2020

M/s. VASUDEV C. WADHWA CONSTRUCTION

Navin' Makhiji

Partner

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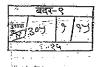


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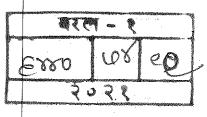
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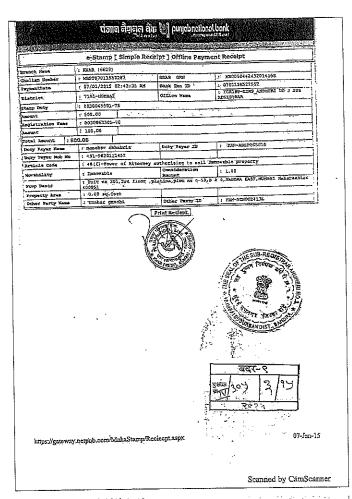


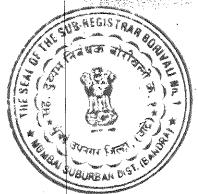


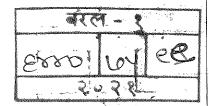














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POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, MR., MANOHAR CHHABRIA, of Mumbel, Indian Inhabitant, having address at 301, Platina, Plot No. G-59, Bandra Kurla Compicol, Bandra (E), Mumbal 400051, do hereby <u>SEND GREENINGS</u>-

WHEREAS-

- I am and/or I may be the Director/authorized signatory in various Private Limited Companies and Partiner in the Partnership Firm/s, all mainly certying on the distincts of development and construction and construction of immovable property.
- in the course of my business, as a Director/Authorited Signatory, I execute In the course of my business, as a Director/Authorized signatory, I concern present deeps and documents including Leave and License Agreement, Charceyopines, Developinent Agreement, MoU, Power of Attorney, other Agreements/joventments and Unit Purchasers Agreements under Maharzahira Ownership of Rata Art. 1953, Rectification Digad, Cancellation Deed, Supplemental Agreement, etc. which are required to be compluted by registered sinder this provisions of the Indian Registration Act. 1908.
- I have to travel out of Mumbal for various business purpose and during such period as well as at several times, due to either pre-occupation or other reasons it is extremely difficult for me to personally attended the office of Sub-legisture of Assignace's to admit executed by me and to employ such decided and/or documents executed by me and to employ such documents to be duly registered. I am therefore desirous of appointing (1) Art. Tuchar it Ganshi, residing at 808; Heena Eleganto, Opp. Shatia School, Schools Negar. Sorivati (W), Mumbal - 400 092 or (2) Mr. Chandrakant Shinde, residing at Room

Bothvell (W), Mulmbal — 400 092 or (2) Mr. Chandraten Shinde, residing at Noom No.79, Indian Nagar No.2, V. M. Rood, Vile Paria (W), Mumbal — 400 082 or (2) Mr. Shinder Magnet Mirran, residing at Pat No.202, 2 Boor, Samparas (R), Magnetapada, Nallasopara (S), Thate, to be my true and lawful at drawers or represent me for the purpose hereunder set out.

NOW KNOW YE ALL AND THESE PRESENTS WITHEST short for Androphage Challands in my individual capacity, and as a Director/Authorized Signatory of outside the companies/participating flam (as on today or as may be in future to mode the companies of t ed, that is to say:

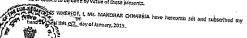


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- To represent me for registration and also to lodge all documents/deeds (including as actout above) and admit execution before the Sub-Registrar of Assurances at Mumbal/ Bandra/ Goregion/Bonkoll/ Chembur/ Veshi/ Pune or at other places as may be required all the deeds and documents which I have personally executed or which I may hereafter execute.
- To represent me before any adjudicating authority in Maharashtra for the purpose of lodeling any document for selfuldisation under the Bombay Timmp Act, 1958 and rules framed thereunder for all or any of the documents applied by me for adjudication before the relevant authority at Mumbal/Basen/Soiregaon/Boirealit/Chembut/Qabul/Panner/Pume or at other places as may be required for all the deeds and documents which I have personally executed or which I may hereafter execute
- To identify my signature and admit execution of the same.
- 4. To do all other acts, deeds, matters and things as may from time to time be required under the previsions of the ladian Registration Act, 1908 for the due registration of such deeds and documents.

AND GENERALLY TO DO ALL other sets, deeds, musters and things as may from time to time be required. In compliance with the law for the due registration of such deeds and documents which have already been executed, or which may becenter be executed by me and/or an my tichalf.

I do hereby agree to callly and confirm all and whatever my said attorney shall or purport to do or caused to be done by virtue of these presents.



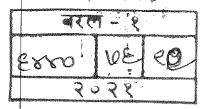
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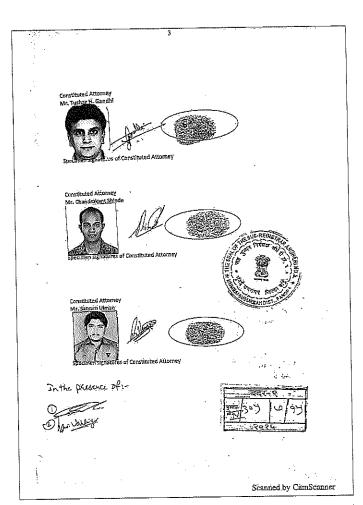




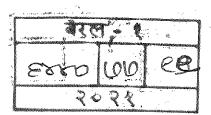
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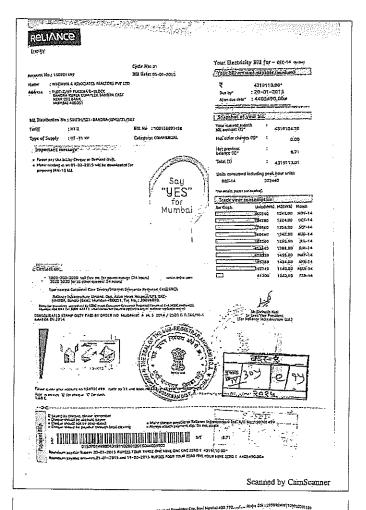


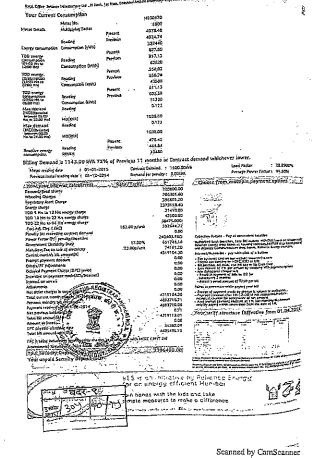




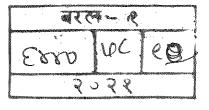


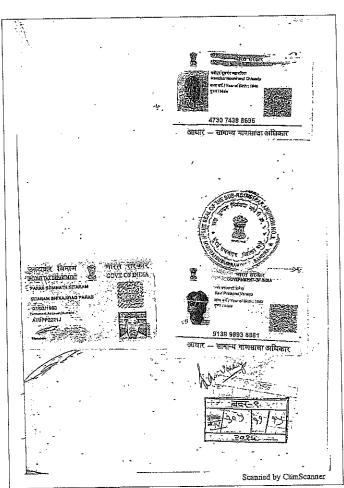
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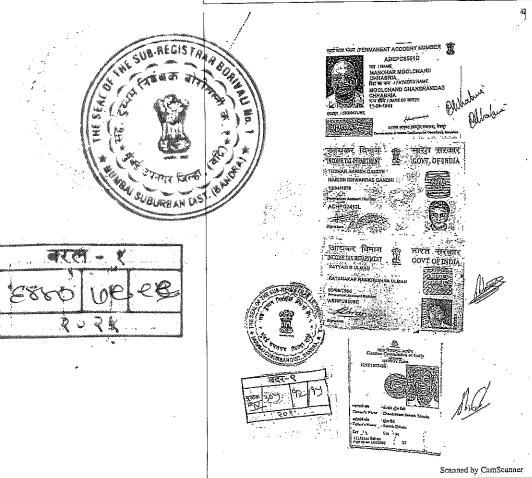


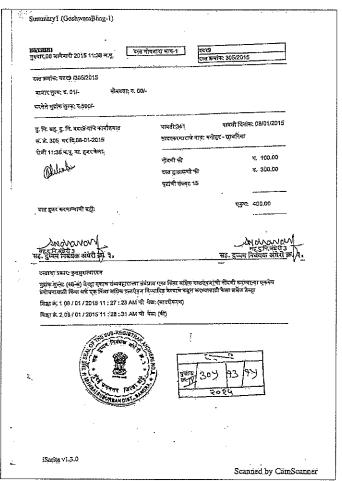


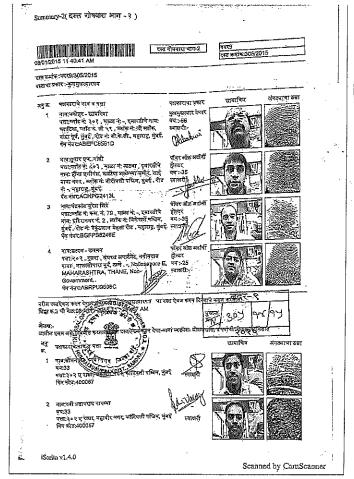




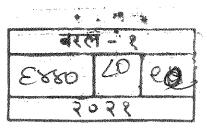


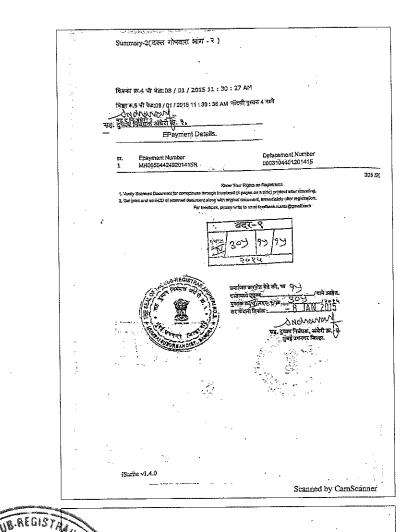




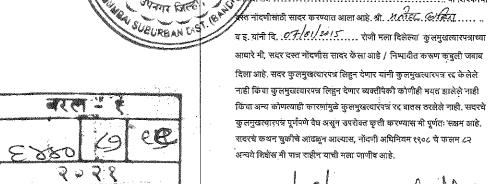






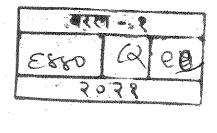


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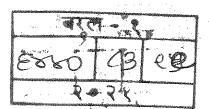


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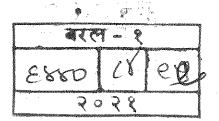
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POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, M/S. THAKUR BROTHERS AGRICULTURAL FARM a Partnership firm duly registered under the Partnership Act, 1932 having its office address at Thakur House, Ashok Nagar, Kandivali (East), Mumbel — 400101, through its Partners (1) Mr. Jitendra R. Singh and (2) Mr. Virendrakumar S. Singh SENDS GREETINGS:-

3

P.T.O.

: 2 :

WHEREAS we are the party to the Agreement for Sale to be WHEREAS we are the party to the Agreement for Sale to be executed with the prospective Purchasers of the respective premises in the project TW Gardens to be constructed on Plot No.B., bearing CTS Nos.809-A/1/19-A/1/5, admeasuring SOS.1.0 sq.mtrs., aggregating to 10471.10 of Village Polsar, Kandivali (East), Taluka Borivali, Mumbal Suburban District, (hereinafter referred to as "the sald project"). referred to as "the said project").

AND WHEREAS we are desirous of appointing some person to admit execution of the Agreement's for Sale of the respective premises in the said project TW Gardens and also to have the registration of the Agreements/documents and any deeds executed by us relating to the said project and further to do all incidental acts there to as deemed necessary on our behalf and for the purpose more particularly recorded hereunder.

Incidental acts there to as deen...

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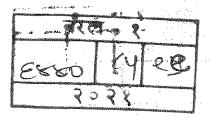
NOW KNOW YE PRESENTS THAT, We, M/s. Thakur Brothers
Agricultural Farm, do hereby appoint, constitute and nominate (1)

Mr. Alok Singh having address at A/803, Redwood Shine Green,
New Link Road, Adarsh Nagar, Andheri (West)...

and (2) Mr. Avinash Vyas, having addresset and profile of the state of the sta and (2) Mr. Avinash Vyas, having ac Vishnu Shlvam Tower, Thakur Village 400 101, to be our true and lawful on our behalf to do individually to make the share the party of the

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deeds, for registration and admit execution by us of the said Agreement's, Rectification/Confirmation, Cancellation Deed and any documents and deeds, or any other instruments or writings the registration of which is compulsory and generally to do all things, necessary or expedient for registering the said Agreement's and writings or any of them as fully and effectually as we curselves could do, with respect to the said premises in the said project.

- (2) To sign on computer silps, to pose before Computer and give thumb impression on the computer, to pay the registration charges, to obtain valid receipt, to take back the original documents, from the office of the Sub-Registrar after its compliance in all respects.
- (3) To do all other such acts and things that may be necessary or incidental to the execution and registration of the said deeds/ Agreement/s.
- (4) This Power of Attorney is given only for registration of the document/s, Agreement/s, Deeds and writings receiped by and it is not for signing or executing any designing on the state of the significant of the significa
- (5) AND we hereby undertake to ratify and confirm an artist whatsoever our said Attorney shall lawfully do or came to be done by virtue of the powers hereby given and the same shall be binding on us and shall be in full force and effect.



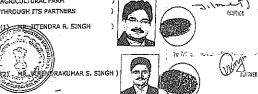
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SCHEDULE (SAID PROJECT)

Project TW Gardens to be constructed on Plot No.8, bearing CTS Nos.809-A/1/19-A/1/5 admeasuring 5050.10 sq.mtrs. and CTS Nos.809-A/1/19-A/1/6, admeasuring 5421.00 sq.mtrs., aggregating to 10471.10 of Village Poisar, Kandivali (East), Taluka Borivali, Mumbal Suburban District.

IN WITNESS WHEREOF M/S. THAKUR BROTHERS AGRICULTURAL FARM have hereunto set our hands and seal on this $\frac{1}{1} \frac{O^{TH}}{O}$ day of December, 2020.

SIGNED SEALED AND DELIVERED BY THE WITHINNAMED M/S. THAKUR BROTHERS AGRICULTURAL FARM THROUGH ITS PARTNERS



SIGNED BY THE ATTORNEY

(1) Mr. Alok Singh



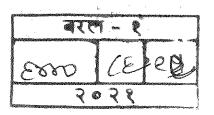


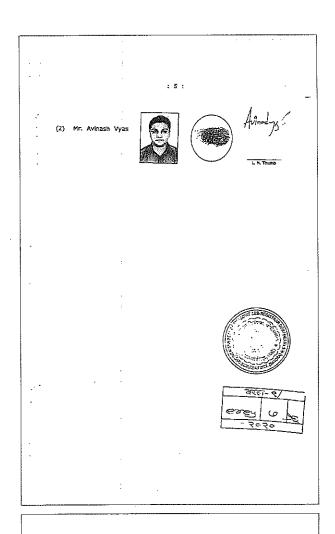
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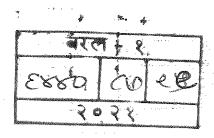




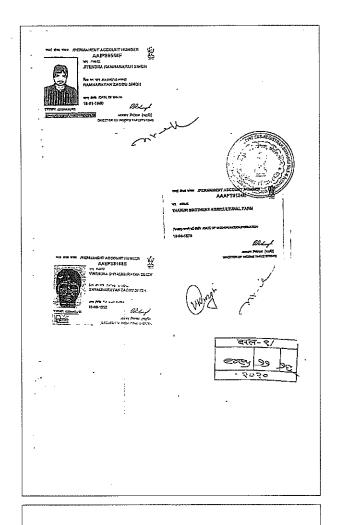




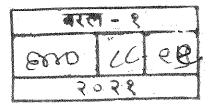


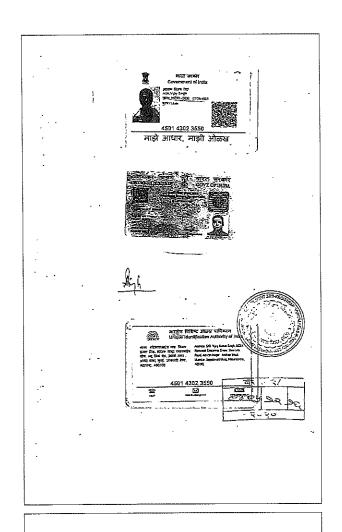


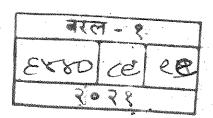


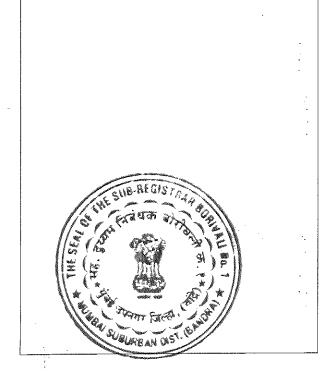


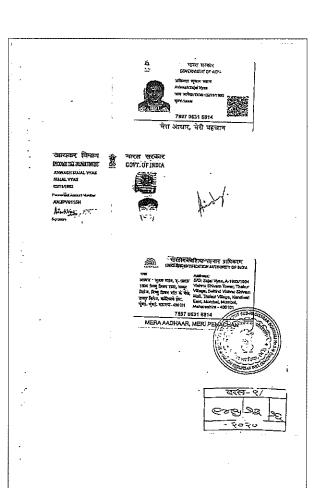


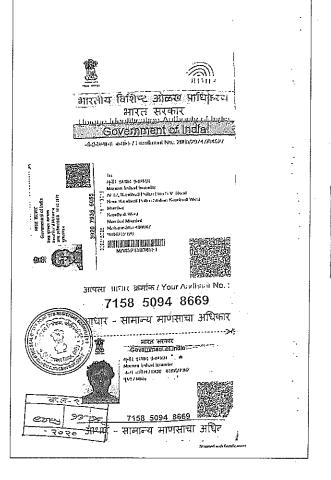




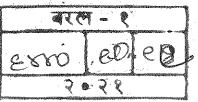


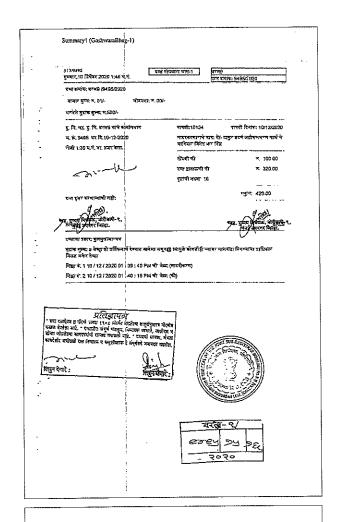


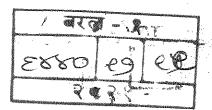




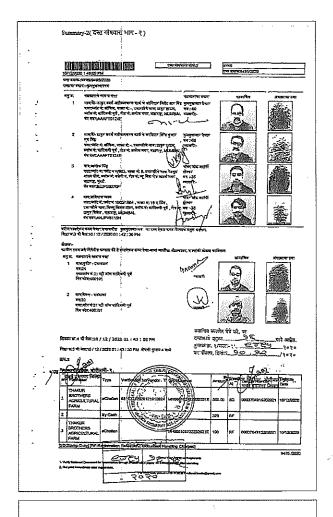


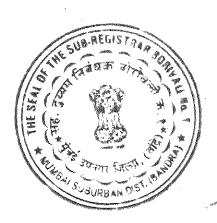


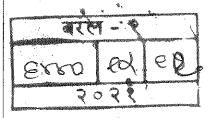


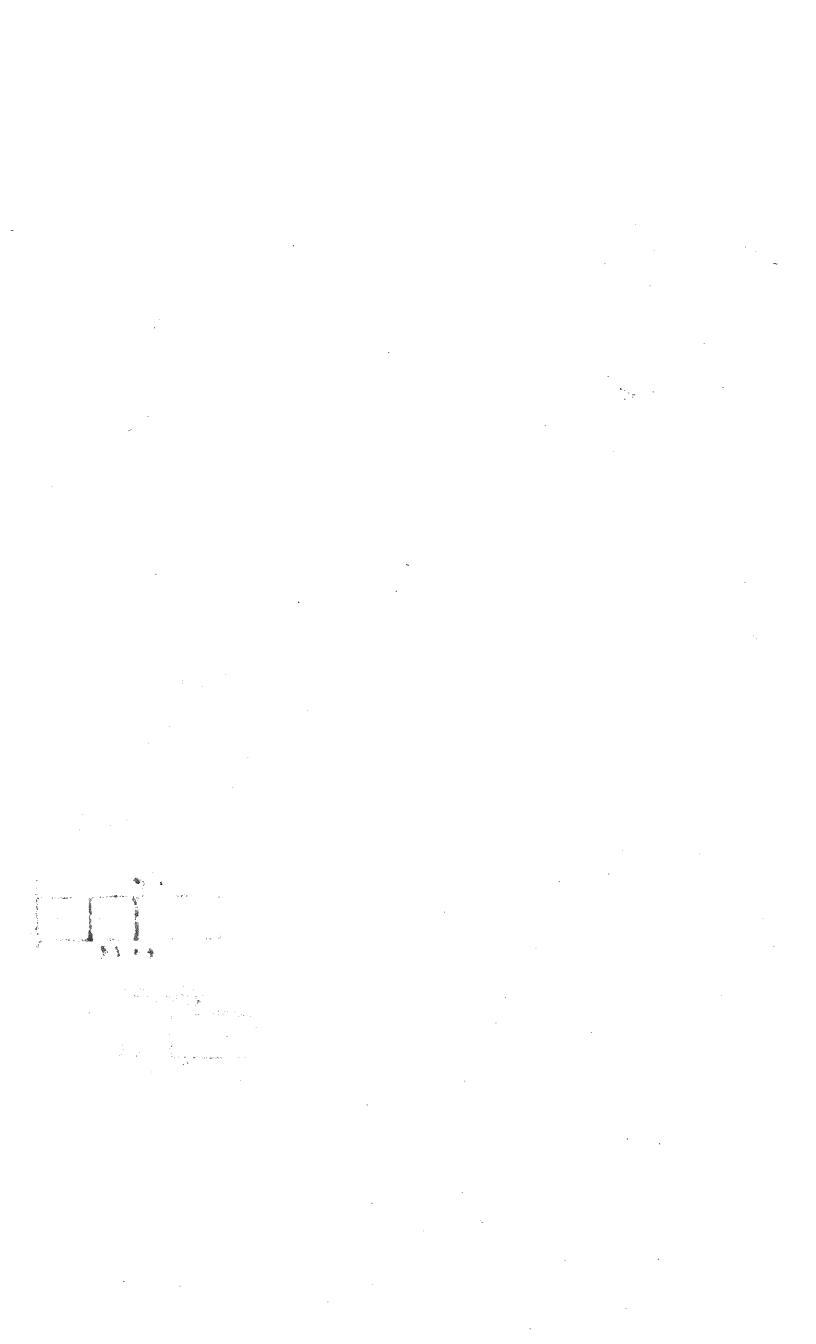












धोषणापत्र

- याव्दारे घोषित करतो की,

द्रयम निबंधक BORTUAL 1- यांचे कार्यालयात - AGREE MENT

या शिर्षकांचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. -1-धिक KUR BRO THERS

AGRICUTURAL FARM a sat viril a. -10/12/20 - रोजी मला

दिलेल्या कुलमुखत्यरपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे

/निष्पादीत करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणूर खुक्लीपैकी

कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे किंदी खत

रहबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वेध असून विमुख्य

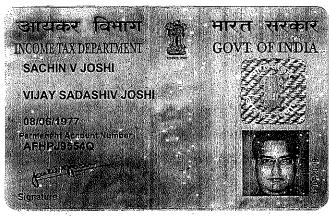
करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास निर्ध अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव

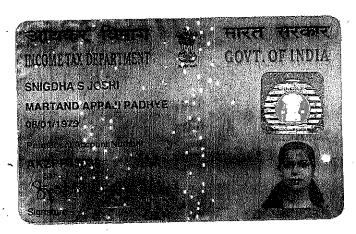
आहे.

EXXD

दिनांक : ७५/०६(2)

कुलमुखन्यारिपत्रधारकाचे नावे व सही



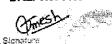


आयकर विमाग INCOME TAX DEPARTMENT

UMESH SITARAM KUMBHAR SITARAM SHANKAR KUMBHAR

Permanera Account Number

DALPK0786H





आयकर विभाग भारत सरकार INCOME TAX DEPARTMENT GOVT OF INDIA स्थापी लेखा संख्या कार्ड Pemahan Aspount Number C aa de vi625e p

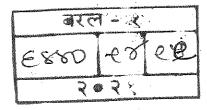
IT THE PERMANENT ACCOUNT NUMBER AAAFT0124E



THAKUR BROTHERS AGRICULTURAL FARM

विवासी/बनने की विक्रि DATE OF INCORPORATION/FORMATION 10-04-1975

वायका निवेशक (पद्धति) DIRECTOR OF INCOME TAX (SYSTEMS)







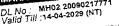


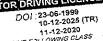
महश गारुती कंट्टीमनी Mahesh Maruti Kattimani जन्म वर्ष*।* Year of Birth : 1976

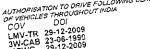


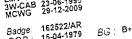
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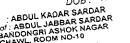
आधार — सामान्य माणसाचा अधिकार







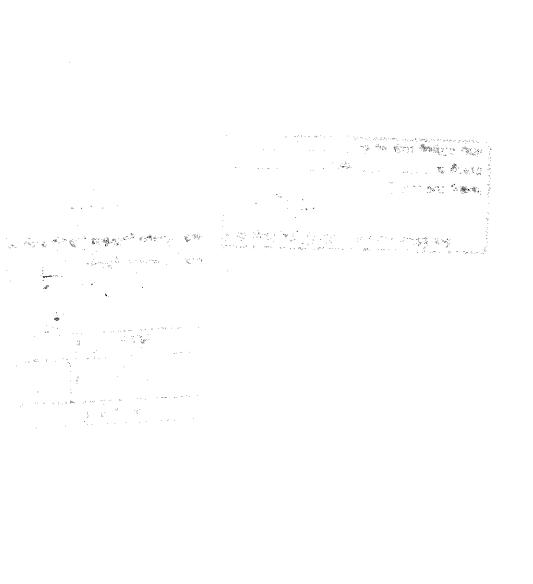






Summary1 (GoshwaraBhag-1) 324/6440 दस्त गोषवारा भाग-1 बरल-१ शुक्रवार,04 जून 2021 4:46 म.नं. दस्त क्रमांक: 6440/2021 दस्त क्रमांक: वरल-१ /6440/2021 बाजार मुल्य: रु. 1,33,39,579/-मोबदला: रु. 1,69,54,352/-भरलेले मुद्रांक शुल्क: रु.5,09,000/-मुद्रांक शुल्क माफी असल्यास तपशिल :-1) Mudrank 2020/CR136/M1(Policy): Mumbai: Mudrank 2020/CR136/M1(Policy): Mumbai (01-01-2021 to 31-03-2021) पावती:7183 पावती दिनांक: 04/06/2021 दु. नि. सह. दु. नि. बरल-१ यांचे कार्यालयात अ. क्रं. 6440 वर दि.04-06-2021 सादरकरणाराचे नाव: स्निग्धा सचिन जोशी रोजी 4:43 म.नं. वा. हजर केला. रु. 30000.00 नोंदणी फी दस्त हाताळणी फी रु. 1900.00 पृष्टांची संख्या: 95 एकुण: 31900.00 कभी पड़लेकी वाले की हर ... man i . WEBE_ minds दस्त हजर करणाऱ्याची सही: THE THE STATE हारिवली क. १ शार दूरवाम विश्वास (वर्ग-न्द्रे क्षुप्रसार जिल्हा मुंबई उपनगर जिल्हा. 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 **बर्ल** -शिक्का क्रं. 1 04 / 06 / 2021 04 : 43 : 43 PM ची वेळ: (सादरीकरण) शिक्का क्रं. 2 04 / 06 / 2021 04 : 45 : 12 PM ची वेळ: (फी) 20 अवहर दस्तरीवन शासीवर्ग कानमा १९०८ श्रीक्षण जन्मतीवर्ग गासुधीपुरमाच श्रीद्रमाचे







बरल-१

दस्त क्रमांक:6440/2021

04/06/2021 4 52:46 PM

दस्त क्रमांक :बरल-१ /6440/2021 दस्ताचा प्रकार:-करारनामा

पक्षकाराचे नाव व पत्ता अनु क्र.

> नाव:मेसर्स वासुदेव सी. वाधवा कंस्ट्रक्शन चे प्राधिकृत व्यक्ती मनोहर लिहून देणार 1 छाब्रिया तर्फे मुखत्यार श्री तुपार गांधी पत्ता:प्लॉट नं: 301, माळा नं: 3, इमारतीचे नाव: प्लॅटिना , ब्लॉक नं: ब्लॉक नं सी 59 , वी के सी , रोड नं: बांद्रा पूर्व मुंबई, महाराष्ट्र, MUMBAI.

पॅन नंबर:AADFV6239P

नाव:स्त्रिग्धा सचिन जोशी 2 पत्ता:प्लॉट नं: 102, माळा नं: 1, इमारतीचे नाव: आदित्य अपार्टमेन्ट, ब्लॉक नं: ठाकूर कॉम्प्लेक्स, रोड नं: कॉदिवली पूर्व मुंबई, महाराष्ट्र, MUMBAL पॅन नंबर:AKZPP4383L

3 नाव:सचिन विजय जोशी पत्ता:प्लॉट नं: 102, माळा नं: 1, इमारतीचे नाव: आदित्य अपार्टमेन्ट, व्लॉक नं: ठाक्र कॉम्प्लेक्स, रोड नं: कांदिवली पूर्व मुंबई, महाराष्ट्र, MUMBAI. पॅन नंबर:AFHPJ9554Q

वय :-41

स्वाक्षरी:

लिहून घेण वय:-41 स्वाक्षरी:-ू

लिहन घेणार वय :-43

छायाचित्र









अंगठ्याचा ठसा



बर्ल

Q F

E 880

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

ओळख:-

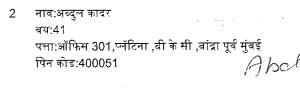
खालील इसम असे निवेदीत करनात की ने दस्तऐवज करुन देणा-याना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनुक्र. पक्षकाराचे नाव व पत्ता

नाव:महेश कट्टीमनी वय:45 पत्ता:ऑफिस 301,प्लॅटिना ,बी के सी ,बांद्रा पूर्व मुंबई, पिन कोड:400051











खालील पक्षकाराची कबुली उपलब्ध नाही.

पक्षकाराचे नाव वें पना अनु क्र.

मेसुर्स ठाकूर ब्रदर्स ऍग्रिकलचरल फार्म चे भागीदार श्री जितेंद्र सिंह :तर्फे मुखत्यार श्री आलीक सिंह प्लॉट नं: ऑफिस, माळा नं: -, इमारतीचे नाव: ठाकूर हाऊस, ब्लॉक नं: अशोष निगर हिंडीड नं काँदिवृती महाराष्ट्र, MUMBAI.

AAAFT0124E

द्रसितं ध्रु छोरीन पिताक मुंबई उपनगर जिल्ला.

SUBURBAN DIST.

WE SUB-HEDISTA

| Payn | nent Details. | | | | | 11 | | Deface |
|------|----------------------------|----------|------------------------|--------------------|-----------|------------|------------------|------------|
| sr. | Purchaser | Туре | Verification no/Vendor | GRN/Licence | Amount | Used At | Deface Number | Date |
| 1 | SNIGDHA SACHIN JOSHI | eChallan | 03006172021031801782 | MH013436163202021M | 100000.00 | SD | 0000903948202122 | 04/06/2021 |
| 2 | SNIGDHA SACHIN JOSHI | eChallan | 03006172021031801789 | мң013436320202021М | 200000.00 | SD | 0000903944202122 | 04/06/2021 |
| 3 | SNIGDHA SACHIN JOSHI | eChallan | 03006172021031900005 | MH013436428202021M | 209000.00 | SD | 0000903951202122 | 04/06/2021 |
| 4 | 303111 | POS | | 323374210604 | 1900 | RF | D323374210604 | 04/06/2021 |
| 5 | SNIGDHA SACHIN JOSHI | eChallan | | MH013436428202021M | 30000 | RF | 0000903951202122 | 04/06/2021 |

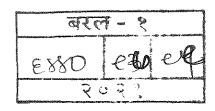
[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

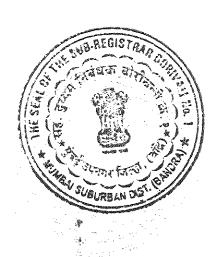
6440 /2021

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बरल-१

दस्त क्रमांक:6440/2021

22/06/2021 4 40:37 PM

दस्त क्रमांक :बरल-१ /6440/2021 दस्ताचा प्रकार :-करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

MUMBAI.

नाव:मेसर्स वासुदेव सी. वाधवा कंस्ट्रक्शन चे प्राधिकृत व्यक्ती मनोहर लिहून देणार 1 छाब्रिया तर्फे मुखत्यार श्री तुपार गांधी पत्ता:प्लॉट तं: 301, माळा नं: 3, इमारतीचे नाव: प्लॅटिना , ब्लॉक नं: ब्लॉक नं सी 59 , बी के सी , रोड नं: बांद्रा पूर्व मुंबई, महाराष्ट्र,

पॅन नंबर:AADFV6239P

नाव:मेसर्स टाकूर ब्रदर्भ ऍग्रिकलचरल फार्म चे भागीवार श्री जितेंद्र 2 सिंह तर्फे मुखत्यार श्री आलोक सिंह पत्ता:प्लॉट नं: ऑफिस, माळा नं: -, इमारतीचे नाव: ठाकूर हाऊस, ब्लॉक नं: अशोक नगर, रोड नं: कांदिवली पूर्व मुंबई, महाराष्ट्र. MUMBAI.

पॅन नंबर:AAAFT0124E

3 नाव:स्निग्धा मचिन जोशी पना:प्लॉट नं: 102, साळा नं: 1, इमारतीचे नःव: अदित्य अपार्टमेन्ट, ब्लॉक नं: ठाकूर बॉम्ब्लेब्स, रोड नं: कांदिवली पूर्व मुंबई, स्वाक्षरी:-महाराष्ट्र, MUMBAI. पॅन नंबर:AKZPP4383L

नाव:सचिन विजय जोशी लिहून घेणार पना:प्लॉट नं: 102, माळा नं: 1, इमारतीचे नाव: अदित्य वय:-43 अपार्टमेन्ट, ब्लॉक नं: ठाकूर कॉम्प्लेक्स, रोड नं: कांविवली पूर्व मुंबई, स्वाक्षरी:-महाराष्ट्र, MUMBAI. पॅन नंबर:AFHPJ9554Q

पक्षकाराचा प्रकार

वय:-41 स्वाक्षरी:-

लिहून देणार वय:-35 म्वाक्षरी:-

लिहन घेणार वय:-41

छायाचित्र



















वरील दस्तऐवज करुन देणार तथाकथीत । करारतामा । चा दस्त ऐवज करन दिल्याचे कबुल करतात. शिक्का क्र.3 ची वेळ:22 / 06 / 2021 04 : 34 : 57 PM

ओळख:-

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

अनुक्र. पक्षकाराचे नाव व पना

पिन कोड:400051

नाव:महेश कट्टीमनी वय:45 पना:ऑफिस 301,प्लॅटिना ,बी के सी ,बांद्रा पूर्व मुंबई, पिन कोड:400051

2 नाव:उमेश कुंभार -पना:ऑफिस 301,प्लॅटिना ,वी के सी ,बादा पूर्व मुंबई दर्भ -

₹0









शिक्का क्र.4 ची वेळ:22 / 06 / 2021 04 : 38 : 38 PM

सह दुधारीनिवधिक, बोरीवली क.-१, मंबई उपनगर जिल्हा.



| Pavment | Dotaile |
|---------|----------|
| Pavmeni | Details. |

| Гауп | nent Details. | | | | | · | | |
|------|----------------------------|----------|------------------------|--------------------|-----------|------------|------------------|----------------|
| sr. | Purchaser | Туре | Verification no/Vendor | GRN/Licence | Amount | Used At | Deface Number | Deface Date |
| 1 | SNIGDHA SACHIN JOSHI | eChallan | 03006172021031801789 | MH013436320202021M | 200000.00 | SD | 0000903944202122 | 04/06/2021 |
| 2 | SNIGDHA SACHIN JOSHI | eChallan | 03006172021031900005 | MH013436428202021M | 209000.00 | SD | 0000903951202122 | 04/06/2021 |
| 3 | SNIGDHA SACHIN JOSHI | eChallan | 03006172021031801782 | MH013436163202021M | 100000.00 | SD | 0000903948202122 | 04/06/2021 |
| 4 | SNIGDHA SACHIN JOSHI | eChallan | | MH013436428202021M | 30000 | RF | 0000903951202122 | 04/06/2021 |
| 5 | | POS | | 323374210604 | 1900 | RF | D323374210604 | 04/06/2021 |

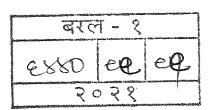
[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

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For feedback, please write to us at feedback.isarita@gmail.com



सह. दुटार्ग निवंदाक, बोरीवली क.-१ मुंबई उपनगर जिल्हा.

दिनांक

सह. दुय्यम निवंधक, बोरीवली क्र. १, मुंबई उपनगर जिल्हा.



30/06/2021

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. बोरीवली 1

दस्त क्रमांक : 6440/2021

नोटंणी • Regn:63m

गावाचे नाव: पोयसर

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

16954352

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार 13339579.04

ते नम्द करावे)

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

1) पालिकेचे नाव:Mumbai Ma.na.pa. इतर वर्णन :सदनिका नं: ए-602, माळा नं: 6 वा मजला, इमारतीचे नाव: टी डब्लू गार्डन्स टॉवर ए, ब्लॉक नं: ठाकुर पब्लीक स्कुल जवळ, रोड : ठाकूर व्हिलेज कांदिवली पूर्व मुंबई-400101, इतर माहिती: सदर मिळकतीचे मौजे पोयसर,सदिनिकेचे क्षेत्रफळ 72.95 चौ. मीटर कारपेट रेरा प्रमाणे सोबत एक कार पार्किंग स्पेस सहित .((C.T.S. Number : 809-A/1/19-A/1/6 ;))

(5) क्षेत्रफळ

1) 80.24 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

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

1): नाव:-मेसर्स वासुदेव सी. वाधवा कंस्ट्रक्शन चे प्राधिकृत व्यक्ती मनोहर छाब्रिया तर्फे मुखत्यार श्री तुषार गांधी वय:-41; पत्ता:-प्लॉट नं: 301, माळा नं: 3, इमारतीचे नाव: प्लॅटिना , ब्लॉक नं: ब्लॉक नं सी 59 , बी के सी, रोड नं: बांद्रा पूर्व मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:-400051 पॅन नं:-AADFV6239P 2): नाव:-मेसर्स ठाकूर ब्रदर्स ऍग्रिकलचरल फार्म चे भागीदार श्री जितेंद्र सिंह तर्फे मुखत्यार श्री आलोक सिंह वय:-35; पत्ता:-प्लॉट नं: ऑफिस, माळा नं: -, इमारतीचे नाव: ठाकूर हाऊस, ब्लॉक नं: अशोक नगर, रोड नं: कांदिवली पूर्व मुंबई, महाराष्ट्र, MUMBAI. पिन कोड: 400101 पॅन नं: -AAAFT0124E

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

1): नाव:-स्निग्धा सचिन जोशी वय:-41; पत्ता:-प्लॉट नं: 102, माळा नं: 1, इमारतीचे नाव: आदित्य अपार्टमेन्ट, ब्लॉक नं: ठाकुर कॉम्प्लेक्स, रोड नं: कांदिवली पूर्व मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:-400101 पॅन नं:-AKZPP4383L

2): नाव:-सचिन विजय जोशी वय:-43; पत्ता:-प्लॉट नं: 102, माळा नं: 1, इमारतीचे नाव: आदित्य अपार्टमेन्ट, ब्लॉक नं: ठाकूर कॉम्प्लेक्स, रोड नं: कांदिवली पूर्व मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:-400101 पॅन नं:-AFHPJ9554Q

BURGA

(9) दस्तऐवज करुन दिल्याचा दिनांक

31/03/2021

(10)दस्त नोंदणी केल्याचा दिनांक

24/06/2021

(11)अनुक्रमांक,खंड व पृष्ठ

6440/2021

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

509000

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

30000

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation ज

(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

सुलभ व्यवहारासाठी नागरिकांचे सक्षमीकरण दस्तऐवज नोंदणीनंतर मिळकत पत्रिका/ कर नोंदवही अद्ययावत करणे गरजेचे आहे.

या व्यवहाराचे विवरण पत्र ई-मेल द्वारे बृहन्मुंबई महानगरपालिकेस पाठविणेत आलेला आहे. आता हे दस्तऐवज दाखल करण्यासाठी कार्यालयात स्वतः जाणेची आवश्यकता नाही.

Integrated Governance enabling You to Do Business Easily

It is necessary to update Relevant records of Property/ Property tax after registration of document. Details of this transaction have been forwarded by Email (dated 24/06/2021) toMunicipal Corporation of Greater Mumbai. No need to spend your valuable time and energy to submit this documents in person.

सह. दुव्यम निबंधक, बोरीवली क्र.- 🕻 🛚 मुंबई उपनगर जिल्हा.

a annexed to it.

Payment Details

| sr. | Purchaser | Туре | Verification no/Vendor | GRN/Licence | Amount | Used At | Deface Number | Deface Date |
|-----|----------------------------|----------|------------------------|--------------------|-----------|------------|------------------|----------------|
| 1 | SNIGDHA SACHIN JOSHI | eChallan | 03006172021031801789 | мн013436320202021М | 200000.00 | SD | 0000903944202122 | 04/06/2021 |
| 2 | SNIGDHA SACHIN JOSHI | eChallan | 03006172021031900005 | MH013436428202021M | 209000.00 | SD | 0000903951202122 | 04/06/2021 |
| 3 | SNIGDHA SACHIN JOSHI | eChallan | 03006172021031801782 | MH013436163202021M | 100000.00 | SD | 0000903948202122 | 04/06/2021 |
| 4 | SNIGDHA SACHIN JOSHI | eChallan | | MH013436428202021M | 30000 | RF | 0000903951202122 | 04/06/2021 |
| 5 | | POS | | 323374210604 | 1900 | RF | D323374210604 | 04/06/2021 |

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