

30 Bolan - 15
Bijendra Sir

Nilesh Rana - 8689999478 (Payment to be taken) *Handwritten*

Page 1 of 1

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पावती

Original/Duplicate

Monday, January 08, 2024

नोंदणी क्र.: 39म

7:48 PM

Regn.: 39M

पावती क्र.: 485 दिनांक: 08/01/2024

गावाचे नाव: महाजनवाडी

दस्तऐवजाचा अनुक्रमांक: टनन7-429-2024

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: संगीता अशोक जैन

नोंदणी फी

₹. 30000.00

दस्त हाताळणी फी

₹. 5000.00

पृष्ठांची संख्या: 250

एकूण:

₹. 35000.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

8:07 PM ह्या वेळेस मिळेल.

Handwritten Signature
Joint Sub-Registrar Thane 7

बाजार मुल्य: ₹. 7228778.415/-

नोबदला ₹. 9600000/-

भरलेले मुद्रांक शुल्क: ₹. 576000/-

सह दुय्यम निबंधक वर्ग. २
ठाणे क्र ७

1) देयकाचा प्रकार: DHC रकम: ₹. 1000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 0124086719580 दिनांक: 08/01/2024

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रकम: ₹. 2000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 0124087919457 दिनांक: 08/01/2024

बँकेचे नाव व पत्ता:

3) देयकाचा प्रकार: DHC रकम: ₹. 2000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 0124086519328 दिनांक: 08/01/2024

बँकेचे नाव व पत्ता:

4) देयकाचा प्रकार: eChallan रकम: ₹. 30000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH013648666202324E दिनांक: 08/01/2024

बँकेचे नाव व पत्ता:

SA Jain

मुळदस्त परत मिळाला

सूची क्र.2

दुयम निबंधक सह दु नि ठाणे ?
दस्ता क्रमांक 429/2024
नोदणी
Regn 63m

मावाचे नाव : महाजनवाडी

दस्ता क्रमांक 429/2024
नोदणी
Regn 63m

1) पालिकेचे नाव मिरा-भाईदर मनपा इतर वर्णन : इतर माहिती : सदनिका क्र. ए-1304, माळा नं. 13 वा मजला, इमारतीचे नाव वेस्टीन दर्वेश हॉरीझोन -बिल्डींग क्र. , ब्लॉक नं. भायदर,मिरागेड पूर्व,ठाणे-401107, रोड नं. दाहेसर वेक नाका जवळ,पेनकर पाडा, इतर मा. मती. सोबत एक(1)कार पार्किंग स्पेस देण्यात आलेली आहे ----- सदर सदनिकेचे क्षेत्रफळ रेराप्रमाणे 48.05 चौ. मीटर कारपेट म्हणजेच 517.21 चौंस फुट कारपेट आहे आणि सोबत बाळकनी चे क्षेत्रफळ रेराप्रमाणे 4.83 चौ. मीटर कारपेट म्हणजेच 51.99 चौंस फुट कारपेट आहे ----- 1 मार्च 2021 चे शासन आदेश क्र. मुद्राक्र - 2021/अनौ.स.क्र.12/ व्य. क्र. 107/ म-1(धोरण)चा नुसार सदर दस्ताएवज्यास "महिला" खरेदीदारास मुद्राक्र शुल्काची सवलत देण्यात आली आहे. ----- -इतर वर्णन दस्तात नमुद केल्याप्रमाणे. ((C.T.S. Number : 4398 to 4403, 4436 to 4451, 4481, 4482, 4486 to 4508, 4540 to 4546, 4565 to 4571, 4599 to 4603 and 4699 ;))

1) 52.85 चौ.मीटर

असल्यास व परकीय (असल्यास)

1): नाव:-अब्दुल वाहीद नसीर अहमद(AACPN1174C), अब्दुल रशिद नसीर अहमद(ADVPR5970J), शाहीद एन. रंगुनी उर्फ अब्दुल शाहीद नसीर अहमद(AASPN2683E) असद ल्लाह नसीर अहमद(AAAPA925E) तर्फे मुखत्यार मेसर्स दर्वेश प्रॉपर्टिज प्रायव्हेट लिमिटेड चे संचालक आणि अधिकृत स्वाक्षरीकर्ता मेहबूब उस्मान दर्वेश पांच्यातर्फे कबुलीजबाबाकरिता मुखत्यार प्रणित पुष्येद्र चौधरी वय: 51; पत्ता:-प्लॉट नं. 401-ए, माळा नं. -, इमारतीचे नाव: वास्तु अपार्टमेंटस, ब्लॉक नं: जुहू, मुंबई, रोड नं: भुखर क्र.49, आयरिश पार्क, मिलिटरी रोड, महाराष्ट्र, MUMBAI. पिन कोड:-400049 पॅन नं:-AAACD1670J

2): नाव:-मेसर्स दर्वेश प्रॉपर्टिज प्रायव्हेट लिमिटेड चे संचालक आणि अधिकृत स्वाक्षरीकर्ता मेहबूब उस्मान दर्वेश पांच्यातर्फे कबुलीजबाबाकरिता मुखत्यार प्रणित पुष्येद्र चौधरी वय:-51; पत्ता:-प्लॉट नं. 401, माळा नं. -, इमारतीचे नाव: दर्वेश चेंबर्स, ब्लॉक नं: खार, मुंबई, रोड नं: एस. व्ही. रोड, महाराष्ट्र, MUMBAI. पिन कोड:-400052 पॅन नं:-AAACD1670J

3): नाव:-मेसर्स वेस्टीन इन्फ्रा वर्ल्ड प्रायव्हेट लिमिटेड चे संचालक आणि अधिकृत स्वाक्षरीकर्ता सदीप कोठारी वय:-51; पत्ता:-प्लॉट नं: जी-3, माळा नं: -, इमारतीचे नाव: व्हॉल्ड क्राऊन सोसायटी, ब्लॉक नं अंधेरी पश्चिम, मुंबई, रोड नं: जे पी रोड, पिकनिक कॅम्प, वर्सावा, महाराष्ट्र, MUMBAI. पिन कोड:-400061 पॅन नं:-AACCW9733D

1) नाव:-सगीता अशोक जैन वय:-52; पत्ता:-प्लॉट नं: सदनिका क्र. 103, माळा नं: , इमारतीचे नाव: शंकेश्वर अ कोर्ड, ब्लॉक नं: भायदर पश्चिम, ठाणे, रोड नं: जे पी. ठाकुर मार्ग, मा. राष्ट्र, ठाणे. पिन काड :-401101 पॅन नं:-AFSPJ4675H

08/01/2024

08/01/2024

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सह दुयम निबंधक वर्ग. २
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विचारात घेतलेला तपशील :-

दुयम निबंधक सह दुयम निबंधक वर्ग. २ :- (i) within the limits of any Municipal Corporation or any Contonment area annexed to it.



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CHALLAN	
७	MTR Form Number-6 240



MHC * 3648666202324E	BARCODE	Date 08/01/2024-17 03 47	Form ID 25 2
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Department Inspector General Of Registration	Payer Details
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Stamp Duty	TAX ID / TAN (If Any)	
of Payment Registration Fee	PAN No.(If Applicable)	AFSPJ4675H
e Name THN10_THANE NO 10 JOINT SUB REGISTR	Full Name	SANGEETA ASHOK JAIN
tion THANE	Flat/Block No.	Flat No.A-1304, Westin Darvesh Horizon Building
2023-2024 One Time	Premises/Building	No.1

Account Head Details	Amount In Rs.	Road/Street	Area/Locality	Town/City/District	PIN	Remarks (If Any)
546401 Stamp Duty	576000.00	Near Dahisar Check Naka, Penkar Pada Mahajanwadi	Mira Road East, Mira Bhayandar, Th	ane	4 0 1 1 0 7	PAN2=AAACD1670J~SecondPartyName=DARVESH PROPERTIES PRIVATE LIMITED~
563301 Registration Fee	30000.00					
		Amount In	Six Lakh Six Thousand Rupees Only	Words		
	6,06,000.00					

Account Details IDBI BANK	FOR USE IN RECEIVING BANK
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Cheque-DD Details		Bank CIN	Ref. No.	Bank Date	RBI Date	Bank-Branch	Scroll No. , Date
DD No		69103332024010818952	2847495028	08/01/2024-17:05:20		IDBI BANK	Not Verified with Scroll
of Bank							
of Branch							

Document ID: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : 9323180110
 चलन केवल दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू

AGREEMENT FOR SALE

THIS AGREEMENT is made at Thane this 08th day of January, 2024.

BETWEEN

(1) **ABDUL WAHID NASIR AHMED** of Mumbai, Indian Inhabitant, residing at 401-A, Vaastu Apartments, Plot No.49, Irish Park, Military Road, Juhu, Mumbai - 400 016/17/18/19, (2) **ABDUL KHALID NASIR AHMED** of Mumbai, Indian Inhabitant, residing at 3/502, Horizon, J.P. Road, 7 Bungalows, Andheri (West), Mumbai - 400 061, (3) **SHAHID N. RANGOONI** (formerly known as **ABDUL SHAHID NASIR AHMED**) of Mumbai, Indian Inhabitant, residing at 2/801, Lohere, J.P. Road, 7 Bungalows, Andheri (West), Mumbai - 400 061 and (4) **ASADULLAH NASIR AHMED** of Mumbai, Indian Inhabitant, residing at 52/C, Resham Apartments, J.P. Road, 7 Bungalows, Andheri (West), Mumbai - 400 061, hereinafter collectively referred to as the "Owners" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors and administrators) of the First Part.

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AND

DARVESH PROPERTIES PRIVATE LIMITED a company registered under the Companies Act, 1956, having its registered office at 401, Darvesh Chambers, S.V. Road, Khar, Mumbai - 400 052, hereinafter referred to as the "Developer/ Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the Second Part

AND

WESTIN INFRA WORLD PRIVATE LIMITED a company registered under the Companies Act, 2013, having CIN U70109MH2021PTC361824 and having its registered office at G-3, Gold Crown Society, J.P. Road, Picnic Cottage, Versova, Andheri (West), Mumbai -400 061 having one of its sister concern M/s Daxor Commercial Trade Private Limited (CIN: U51909GJ2019PTC106206) a private limited company, existing under the provisions of the Companies Act, 2013 and having its registered office at M-5, 10/79, Shastri Nagar, Ahmedabad 380013 ("Daxor Commercial") and both companies being represented by its Directors as Mr. Asif Hingwala, Mr. Manish Rach and Mr. Sandeep Kothari (New Promoters/ Guarantors) all Indian inhabitants hereinafter collectively referred to as the "Development Manager/ Incoming Developer/ New Co-Promoters" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the Third Part

AND

MRS. SANGEETA ASHOK JAIN aged 52 years
(AESPJ4675H)

Indian inhabitant/s residing at
Flat No. 603, Shankeshwar Accord, J. P. Thakur Marg,
Bhayander (West), Thane - 401101. hereinafter referred to as

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WHEREAS 10



... unless it be repugnant to the context or meaning of the provisions herein, heirs, executors and administrators) of the Fourth

The Owners are the owners of the plots bearing CTS Nos 4398 to 4403, 4436 to 4451, 4481, 4482, 4486 to 4508, 4540 to 4546, 4565 to 4571, 4599 to 4603 and 4699 and measuring approximately 9867.580 square meters or thereabout in the aggregate, and situate, lying and being near Dahisar Check Naka, Penkar Pada, Village Mahajanwadi, Bhayandar, Thane (and more particularly described in the First Schedule hereunder written and shown on the Plan thereof and marked Annexure "A" and thereon shown surrounded by red colour boundary line and hereinafter collectively the "Larger Plot") along with the structures standing thereon known as 'Nagori Dairy' (since demolished) (hereinafter collectively the "Structures").

(The Larger Plot and the Structures are hereinafter collectively referred to as "the Larger Property")

(ii) By and under the Development Agreement dated 4th November, 2010 executed between the Owners and the Developer and registered in the Office of the Sub-Registrar of Assurances at Thane under Serial No. TNN-5/11498 of 2010 (the "Development Agreement"), the Owners granted to the Developer the exclusive development rights in respect of the Larger Property, for the consideration and on the terms and conditions set out therein. Pursuant to the Development Agreement the Owners have also executed an Irrevocable Power of Attorney in favour of the Developer and its Directors;

(iii) By and under the Supplemental Agreement dated 7th November, 2014 executed between the Owners of one part and the Developer of the other part and registered in the office of the Sub-Registrar of Assurances at Thane under Serial No. TNN-5/13507 of 2014 and Second Supplemental Development Agreement dated 29th December 2020 executed between the Owners of one part and the Developer of the other part and registered in the office of the Sub-Registrar of Assurances at Thane under Serial No. TNN-1/8351 of 2020 (collectively the "Supplemental Agreement"), the Owners and the Developer earmarked their respective areas including the parking spaces;

(iv) The Developer commenced developing the Larger Property in phases (after demolishing the Structures) under the MMRDA Rental Housing in accordance

/ RHO/RH
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Annexure

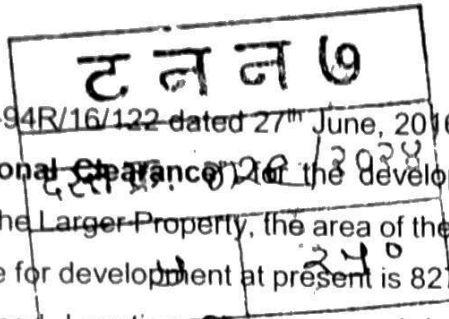
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/ RHD/RHS/-94R/16/122 dated 27th June, 2016 granted by the MMRDA to the Owners (the "Locational Clearance") for the development of the MMRDA Rental Housing Scheme on the Larger Property, the area of the Larger Property considered by MMRDA and available for development at present is 8270 square metres or thereabouts. A copy of the Revised Location Clearance and Layout Approval is annexed hereto as **Annexure "B"**;

- (vi) In accordance with the MMRDA Rental Housing Scheme –
- (a) The Developer has constructed and completed a building marked as "R1" on the sanctioned layout plan on a portion admeasuring 1837.10 square metres of the Larger Plot (the "MMRDA Plot") for the MMRDA by consuming FSI of 1.00 (the "MMRDA Building") and has handed over the MMRDA Plot together with the MMRDA Building to the MMRDA. The MMRDA Plot is more particularly shown on the **Plan** annexed hereto as **Annexure "A"** in yellow hatch lines;
- (b) MMRDA will grant / sanction / release to the Owners/Developer in a phase wise manner, FSI for the use on the portion admeasuring 7005 square metres (7000.62 sq mtrs as per P R Cards) forming part of the Larger Plot (the "Plot") as per present approvals and the Developer is developing the Plot in phases. The Plot is shown in yellow colour hatch lines on the **Plan** annexed hereto and marked **Annexure "A"**;
- (c) At present out of the Larger Plot, the updated area coming under (1) Amenity Space is approximately 383.68 square metres, (2) Set back area is 536.99 square metres and (3) additional road area given for widening of service road facing W.E. Highway is 103.995 square metres;
- (vii) The Developer commenced constructing 3 (three) Buildings on the Plot, viz. Building No. "1", Building No. "2" and Building No. "3" (collectively the "**Buildings**");
- (viii) Building No. "1" shall have 2 wings i.e. A and B, Building No. "2" shall have 1 wing i.e. wing C and Building No. "3" shall have 2 wings i.e. D and E. The Buildings shall have a common basement (to be used for parking), shops with basement area for storage on the ground floor & facing front side towards Highway, shops without basement on the ground floor facing sideways towards Penkar Pada Road, car parks at basement, ground and on all the three podium levels, U.G. Tanks along with the services in basement, three podiums i.e. the first podium (which will have car parks and offices), second podium (which will have car parks) and third podium (which will have offices and car parks, recreational facility comprising of garden, swimming pool and services). As per the revised/ amended plans approved by Mira Bhayander Municipal Corporation ("**MBMC**") Building No. 1 comprising of A & B Wings shall consist of basement, ground, 3 podiums and 16 or more upper floors, Building No. 2 comprising of C Wing shall

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(ix)	The Developer had procured Loan (financial assistance) from Reliance Nippon Ltd. Asset Management Limited, Gurgaon through its Debenture Trustee M/s. Vistra ITC (India) Ltd. (the "Financier") against security of their share of unsold residential flats and commercial units out of 60% of the total constructed area coming to their share under a registered Debenture Trust Deed read with the registered Deed of Rectification and that the Development Manager is obligated to procure NOC of the financier for sale of Unit/Premises. The Premises (as defined below) agreed to be sold to the Purchaser herein form part of mortgage and/or charge or security already offered by the Developer to the Financier and the Development Manager has obtained a No-Objection Certificate from the Financier through its Debenture Trustee for sale of the Premises herein. A photocopy of NOC is enclosed herewith as Annexure "C" ;



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(xii)	This Agreement is restricted to the Building No. 1 (which building is shown hereto and marked Annexure "A") and is the subject matter of this Agreement. The other building/structure covered by the other portion of the Plot is not the subject matter of this Agreement.

- (x) Due to various unforeseen and unavoidable reasons beyond the control of, and not attributable to the Developer including but not limited to the NBFC crises, other economic factors like demonetization, govt and other policy and guidelines changes like DCPR, GST, RERA etc amongst others, the execution of the project got stalled resulting in delays, resulting in the Financier adopting certain coercive steps against the Developer;
- (xi) Ultimately and pursuant to negotiations between the Developer and the Financier, the Development Manager has entered as a co-promoter of the project, with the consent and confirmation of the Financier, to the end and intent that all the pending construction and finishing work and activities so also the pending planning, execution, sourcing and procuring of all work (entire 100% project) until completion, infrastructure and obtaining Occupation Certificate from planning authority, local body shall be taken-over by, and shall be the obligation and liability of the said Development Manager (to the exclusion of the Developer). The Development Manager for the said purpose, has been granted all necessary power and authority, including without limitation of planning, marketing, liaisoning, finance, execution, collection and decision making at site, and having its own contractors, finishing and other admin, professional and sales team and take all finance decision relating to the said project which shall now be known as "Westin Darvesh Horizon". The said Development Manager shall accordingly be responsible *inter alia* for the defect liability of all the pending works, settling of accounts of clients, purchasers and existing project's creditors so also handing possession to purchasers of flats as per RERA and municipal laws. The Development Manager shall now accomplish the balance task of completion of project and repayment of all dues including entire financial dues of the Financier over the Developer so also the project from its own sources and/or project's cash flows, to the exclusion of the Developer.

- (xii) This Agreement is restricted to the Building No. 1 (which building is shown hereto and marked Annexure "A") and is the subject matter of this Agreement. The other building/structure covered by the other portion of the Plot is not the subject matter of this Agreement.
- (xiii) The Development Manager and J+W Consultants Pvt. Ltd. shall provide designs and drawings of the Building under professional supervision of the Development Manager and the Building.
- (xiv) The Developer has got the Building approved by the Mi.Bha/Manpa/NR/734/2019 Certificate bearing No. Mi.Bha/Manpa/NR/5620/2019 and updated under nos. Mi.Bha/Manpa/NR/5620/2019 Floor/s / units and Full Certificate dated 18.03.2021;
- (xv) The areas mentioned in the Schedule and the layout Schedules, and the layout and approvals. By and between the Developer and the Office of the Sub-Registrar, Gurgaon, dated 2017, an area admeasuring 534.82 (now finally 534.82) sq. m. (pink colour hatch lines) shall be the subject matter of this Agreement.
- (xvi) While sanctioning the Building, the Developer shall be bound by the restrictions which are to be observed by the Development Manager for the performance of which the Building shall be granted.

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- (xii) This Agreement is limited to the Premises (as defined below) under Building No 1 (which building is shown surrounded by red colour boundary line on the Plan annexed hereto and marked **Annexure "D"** and hereinafter referred to as the **"Building"**), which is the subject matter of this Agreement, and the Purchaser is not concerned with any other building/structure constructed/under construction/proposed to be constructed on the other portion of the Plot (and/or the Larger Plot);
- (xiii) The Development Manager has appointed Anish & Associates as Licensed Surveyor and J+W Consultants Pvt. Ltd. as RCC Consultants for the preparation of the structural designs and drawings of the Buildings and the Development Manager has accepted the professional supervision of the Architect and the RCC Consultants till the completion of the Building;
- (xiv) The Developer has got the plans, specifications, elevations, sections and other details of the Building duly approved and sanctioned from the MBMC under File No. Mi.Bha/Manpa/NR/734/2017-18 dated 15/05/2017 and has obtained Commencement Certificate bearing No. Mi.Bha/ Manpa/ NR/ 734/ 2017-18 on 15/05/2017 duly endorsed and updated under nos. Manpa/ NR/ 1233/ 2017-18 on 23/06/2017 and have also obtained further amended/ updated Commencement Certificate bearing No. Mi.Bha/ Manpa/ NR/ 5620/ 2019-20 on 07/02/2020 so also Part OC in respect of Commercial Floor/s / units and Full OC of MMRDA Building under no Manpa/ NR/ 4088/ 2020-21 dated 18.03.2021;
- (xv) The areas mentioned in respect of Larger Plot, MMRDA Plot, the Plot, D.P. widening area for Road, Amenity Space, service road etc. in this Agreement including in the Schedules, and the layout of the Larger Property are as per the present approved plans and approvals. By and under the Agreement dated 20th May, 2017 executed by and between the Developer of the one part and the MBMC of the other part and registered in the Office of the Sub-Registrar of Assurances at Thane under Serial No.TNN-4/4360 of 2017, an area admeasuring 386.82 (now finally 383.68) square metres of Amenity Space as shown in green colour hatch lines in **Annexure "A"** and an area admeasuring 534.82 (now finally 536.99) square metres for D P Road Widening Area as shown in pink colour hatch lines in **Annexure "A"** in the Lay-out are handed over to MBMC;
- (xvi) While sanctioning the plans, MBMC has laid down certain terms, conditions and restrictions which are to be observed and performed by the Developer (and now wholly by the Development Manager) while developing the Plot and upon due observance and performance of which only the Occupation and Completion Certificate/s in respect of the Building shall be granted by MBMC;

of the premises and to receive the sale consideration in respect thereof as particularly set out in the Development Agreement read with the Supplemental Agreement;

(xix) The Development Manager is in possession *inter alia* of the Plot;

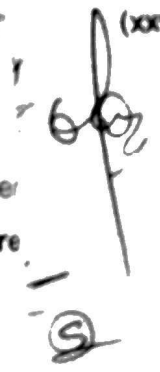
(xx) On demand by the Purchaser, the Development Manager has given inspection to the Purchaser of all the documents of title relating to the Larger Plot, the approved plans, NOCs, approvals, Locational clearances including revisions thereof, environment N.A. clearances, property records, title certificate, specifications prepared by the Developer's (and now Development Manager's) Architects, loan documents and mortgage deeds and such other documents which are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the RERA") or the Rules and Regulations made thereunder and the Purchaser is fully satisfied with the title in respect of the Larger Plot (including the Plot) and the Developer's right to sell and allot *inter alia* the Premises (as defined below);

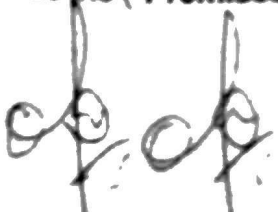
(xxi) The authenticated copies of (a) the Title Certificate dated 18th July, 2017 issued by Mr Kalpesh Joshi, Advocate (b) the P R Card, (c) Intimation of Disapproval, (d) the Commencement Certificates and (e) the plan in respect of the Premises agreed to be purchased by the Purchaser has been annexed hereto and marked as **Annexure "E"**, **"F"**, **"G"**, **"H (Colly)"** and **"I"** respectively;

(xxii) The authenticated copy of the plans of the layout as approved by the Mira Bhayander Municipal Corporation (MBMC) has been annexed hereto and marked as **Annexure "J"**;

(xxiii) The Purchaser has applied to the Developer for allotment to the Purchaser of the residential premises being Flat No. A-1304 admeasuring 48.05 RERA square metres (equivalent to 517.21 square feet) of RERA carpet area on the 13th typical floor of the Building being constructed by the Development Manager (and more particularly described in the **Second Schedule** hereunder written and shown in red colour hatch lines on the floor plan annexed hereto and marked **Annexure "I"** and along with the attached enclosed balcony admeasuring 4.83 square metres (equivalent to 51.99 square feet) as outlined and hereinafter referred to as the ("**Premises**"). The expression







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"carpet area" means the net usable floor area of the Premises, including the area covered by the external walls, Areas under services shafts, exclusive balcony appurtenant to the Premises for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the Premises for the exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Premises.

The carpet area of the Premises is measured on a bare shell basis. Room dimensions and carpet area indicated is prior to application of any finishing material on any of the walls/surfaces and/or installation of any fixtures/piping etc. The area dimensions of toilets, bathrooms and other wet areas shall be measured above the ledge wall of toilets, bathrooms and other wet areas;

(xxiv) The Developer has agreed to sell and allot to the Purchaser the Premises and the Purchaser has agreed to purchase the same, on what is popularly known as 'ownership basis', at or for the lump-sum total consideration of Rs. 96,00,000/-

(Rupees Ninety - Six Lacs Only.

only) and on the terms and conditions as hereinafter appearing and relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws. The Purchaser is aware that the Premises agreed to be purchased herein, so also the Building and the entire Project, is to be constructed and to be completed by the Development Manager who is obligated, and who have assumed full responsibility and liability, to complete the entire construction work until possession and obtaining all relevant permissions and approvals at the Development Manager's own risk, cost and expense.

(xxv) Prior to the execution of these presents the Purchaser has paid to the Development Manager, in the project's escrow account, the sum of Rs. 10,00,000/- (Rupees

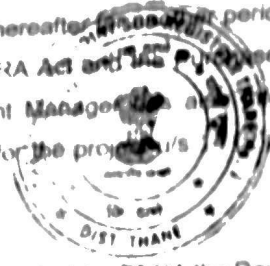
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only) as and by way of earnest money (the payment and receipt whereof the Developer so also the Development Manager doth hereby admit and acknowledge), to be used by the Development Manager as collections/ receivables of project cash flows for the purpose of construction and completion of the project as per terms of RERA and the Purchaser agrees and undertakes to pay to the Development Manager the balance of the sale consideration in the manner hereinafter appearing;

(xxvi) The project is registered as an ongoing project under the provisions of the RERA with the Real Estate Regulatory Authority at Mumbai under No. P51700005672, and an authenticated copy of the registration certificate is annexed hereto and marked **Annexure "K"**. The Developer and the Development Manager has already informed the Purchaser that the Development Manager is going to take extension of project for 1 year as given by RERA Act and thereafter on expiry of the above 1 year period in case

the project does not completed, then the Development Manager shall also take further attention hereafter for a period of at least one year to complete the project. The Developer and the Purchaser consents to the same. The Developer and the Development Manager shall inform the Purchaser about the proposed changes and corrections for the project/s of RERA Act and the Purchaser consents to the same.

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(xxvi) Under Section 13 of the RE RA the Developer and the Development Manager is required to execute a written Agreement for Sale of the Premises with the Purchaser, being fact these presents and also to register said Agreement under the Registration Act, 1908.

(xxvii) The Owners do not have any right, title or interest in the Premises, however the Owner being co-promoters of the project with respect to the premises coming to the share of the Developer (including without limitation, the Premises hereby agreed to be sold to the Purchaser), the Owners have joined in the execution of this Agreement for the sale of good order. It is clarified that the Owners shall not be entitled to receive any portion of the purchase price to be paid by the Purchaser in respect of the said Premises, and the same shall be paid entirely to the Development Manager alone (to the exclusion of the Owners)

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

1. **DEVELOPMENT AND CONSTRUCTION BY DEVELOPMENT MANAGER:**
- 1.1 The Development Manager is constructing 3 (three) buildings i.e. Building No. "1" having two Wings i.e. Wings A and B, Building No. "2" having 1 wing i.e. Wing C, and Building No. "3" having two wings i.e. Wings D and E (collectively the "Buildings").
- 1.2 The Development Manager shall construct the **Building No. 1** on the Plot in accordance with the plans, designs, specifications approved by the MBMC and which have been seen and approved by the Purchaser with only such variations and modifications as the Development Manager may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them. **Provided that the Development Manager shall have to obtain prior consent in writing from the Purchaser only in respect of variations or modifications in (a) the sanctioned plans and specifications in respect of the Premises, and (b) the nature of fixtures, fittings and amenities (as described in this Agreement) in respect of the Premises, except alteration or addition required by any Government authorities or due to change in law.**
- 1.3 The consent referred in the aforesaid proviso shall not be withheld by the Purchaser unless the carpet area, location and/or orientation of the Premises is adversely affected.

2. **TRANSACTION** दस्ता क्र. 222
- 2.1 The Purchaser hereby agrees to sell to, and to confirm unto, the Purchaser the residential premises bearing Building No. 1 (the "Building") on the Plot (and more particularly as shown in the red color in Annexure "I" and along with a plot area of 9000 square metres (equivalent to 9000 "Premises") for Ninety - Six (96) square metres.
- 2.2 The Development Manager shall complete the construction of the Building within 30 months from the date of commencement of construction, subject to a maximum price payable shall be as per the Development Manager's estimate. If the price limit then the Developer shall pay the Purchaser within 30 days of the Rules, from the date of completion of the Building. There shall be no increase in the price of the Premises. All the above shall be in addition to the payment schedule as per the plan of the Premises. All the above shall be per square metre with reference to the area stated in clause 2.1.
- 2.3 The Developer has to provide parking per the prevailing market rate for parking, as also open parking space outside the Premises in respect of the Premises. The same (hereinafter referred to as "Parking") shall be incidental to the purchase of the Premises and shall be entitled to the exclusive use of the Purchaser.
- 2.4 The Allottee shall be

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The Purchaser hereby agrees to purchase from the Developer and the Developer hereby agree to sell to and the Owner's and the Development Manager hereby agree to confirm unto, the Purchaser, on what is popularly known as 'Ownership basis' the residential premises being Flat No. A-1304 admeasuring 48.05 RERA square metres (equivalent to 517.21 square feet) of RERA carpet area on the 13th typical floor of Building No. 1 (the "Building") under construction by the Development Manager on the Plot (and more particularly described in the Second Schedule hereunder written and shown in the red colour hatch lines on the floor plan annexed hereto and marked Annexure "I" and along with the attached enclosed balcony admeasuring 4.83 square metres (equivalent to 51.99 square feet) as outlined and hereinafter referred to as the "Premises") for the price of Rs. 96,00,000/-/- (Rupees Ninety-Six Lacs Only) only)

2.2

The Development Manager shall confirm the final carpet area of the Premises after the construction of the Building is complete and the occupation certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a maximum variation of three percent in the area mentioned above. The total price payable shall be recalculated, if required, upon such confirmation by the Development Manager. If there is any reduction in the carpet area within the defined limit then the Development Manager shall refund the excess money paid by the Purchaser within 30 (thirty) days together with interest as provided under the RERA 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 Purchaser, the Purchaser shall pay the additional amount to the Development Manager as per the next milestone of the payment schedule as mentioned hereinafter, and in any event before taking possession of the Premises. All these monetary adjustments shall be made at the same rate per square metre with reference to the area of the Premises, and to purchase price as stated in clause 2.1 above.

2.3

The Developer has provided adequate car-parking spaces in respect of the Building as per the prevailing municipal rules/forms in the form of basement, podium, stilt, tandem parking, as also open car-parking spaces. As per the said norms, 1 (One) car-parking space out of the aforesaid car-parking spaces is required to be provided in respect of the Premises, and the Developer confirms having made provision for the same (hereinafter referred to as "the Car-parking Space"). Accordingly and as incidental to the purchase and ownership of the Premises, the Purchaser shall be entitled to the exclusive use of the 1 (One) Car-parking Space.

2.4

The Allottee shall bear and pay GST, any and all other taxes (including future taxes).

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in addition to the said consideration, and all amounts payable under the Agreement, the Purchaser shall pay GST, any and all other taxes (including Municipal and any other local body levies and cesses and also all increases therefrom from time to time, which shall be paid by the Purchaser to the Development Manager on behalf of Developer along with and in addition to each installment of the purchase consideration and/or as may be demanded by the Development Manager and Developer

- 3.8 The Purchaser authorizes the Developer to adjust/appropriate all payments made him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer may in its sole discretion deem fit and the Purchaser undertakes to object/demand/direct the Developer to adjust his payments in any manner
- 3.9 The Purchaser agrees to deduct TDS at applicable rate of the consideration as per Income Tax Act, 1961 and pay the same into the requisite Government Income Tax account for benefit of the Developer's PAN and further the Purchaser agrees and undertakes to furnish to the Developer a TDS Certificate in this regard within 30 days from the date of deduction of TDS. In the event the Purchaser fails to deduct TDS, the Purchaser shall be solely liable and responsible in respect thereof, with no liability to the Developer. The Purchaser shall issue separate cheque for the amount of TDS to the Developer.
- 3.10 The Developer shall in respect of any consideration amount remaining unpaid by the Purchaser under the terms and conditions of this Agreement, have first lien and charge on the said Premises and/ or parking, if any, agreed to be allotted to the Purchaser.
- 3.11 The Purchaser hereby accords/grants his/ her/ their irrevocable consent to the Development Manager to securitize, subject to the provisions of the RERA, the purchase consideration and/or any part(s) thereof and the amounts receivable by the Development Manager hereunder and to assign to the banks/financial institutions the right to directly receive the same from the Purchaser. The Purchaser agrees and undertakes, upon receipt of any such intimation in writing by the Development Manager on behalf of Developer, to pay without any delay, demur, deduction or objection to such banks/financial institutions, the consideration or part thereof and/or the amounts payable herein. The Developer covenants that the payment of such consideration or part thereof in accordance with the terms hereof, by the Purchaser to the bank/financial institution shall be a valid payment of the consideration or part thereof and discharge of the obligations hereunder. The Purchaser hereby accords/ grants his/ her/ their irrevocable consent to the Developer as per Section 14 and Section 7 (3) of the RERA Act authorizing the Developer to do all such deeds and things as the Developer may propose or intend to carry out in respect of the project subject to the provisions of the Agreement.

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- 4. OBLIGATIONS OF THE PURCHASER
- 4.1 The Development Manager shall be bound by the terms, conditions, stipulations and provisions of any order issued by the concerned local authority at the time of sanctioning the Premises shall, before handing over possession of the Premises to the Purchaser, obtain from the concerned local authority the necessary approvals of the Premises
- 4.2 Time is of the essence for the Purchaser. The Developer shall ensure that the provisions of this Agreement, starting from the time of handing over the Premises to the Purchaser and onwards, shall be strictly followed (as defined below) on behalf of Developer, after each and every installment. Similarly, the Purchaser shall make timely payments of the purchase consideration payable by him/her and meeting the other obligations of the Purchaser.
- 4.3 The Development Manager hereby declares that the area of the Plot is 2983 466 square metres. The Development Manager has planned to utilize Floor Space Index (FSI) of 1.5 and out of the FSI available in respect of the entire area of 2983 466 square metres is sanctioned and FSI of 1.5 is proposed but not yet sanctioned. The Purchaser shall be bound based on the proposed construction and sale of the Premises by the Development Manager and Developer by utilizing the understanding that the declared proposed FSI of 1.5 is proposed.
- 4.4 The Development Manager shall form a single Deed of Conveyance (including the Building) constructed on the Plot and execute the Deed of Conveyance of the Plot and the Building in favour of the Society
- 4.5 The Development Manager has informed that it has already constructed and completed a building on a part of the Larger Plot (the "MMRDA Plot") for the "MMRDA Building" and has handed/shall hand over the MMRDA Plot together with the MMRDA Building to the Society. The Society shall do such other formalities and modalities as may be solely decided by the Developer and the Society shall be bound to the same. The MMRDA Plot is more particularly shown as Annexure "A" in yellow hatch lines.
- 4.6 The Development Manager will provide possession of the Building and the Premises as set out in Annexure "A" to the Society.

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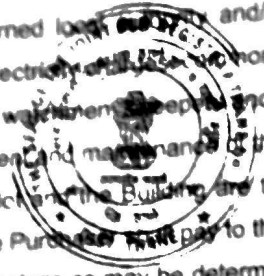


4. OBLIGATIONS OF DEVELOPMENT MANAGER:

- 4.1 The Development Manager hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises, on behalf of Developer to the Purchaser, obtain from the concerned local authority occupation certificate in respect of the Premises.
- 4.2 Time is of the essence for the Purchaser. The Development Manager shall, subject to the provisions of this Agreement, abide by the time schedule for completing the project and handing over the Premises to the Purchaser and the common areas to the Society (as defined below) on behalf of Developer, after receiving the occupation certificate. Similarly, the Purchaser shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement.
- 4.3 The Development Manager hereby declares that the Floor Space Index available as on date in respect of the Plot is 29383.466 square metres only and the Development Manager has planned to utilize Floor Space Index of 29383.466 square metres from and out of the FSI available in respect of the remaining portion of the Larger Plot (FSI of 29383.466 square metres is sanctioned and FSI of approx. 5000 square metres is proposed but not yet sanctioned). The Purchaser has agreed to purchase the Premises based on the proposed construction and sale of apartments to be carried out by the Development Manager and Developer by utilizing the aforesaid FSI on the Plot and on the understanding that the declared proposed FSI shall belong to Developer only.
- 4.4 The Development Manager shall form a single society with respect to the buildings (including the Building) constructed on the Plot ("the Society") and the Owners shall execute the Deed of Conveyance of the Plot and the buildings (including the Building) in favour of the Society.
- 4.5 The Development Manager has informed to the Purchaser that the Developer has constructed and completed a building on a portion admeasuring 1837.10 square metres of the Larger Plot (the "MMRDA Plot") for the MMRDA by consuming FSI of 1.00 (the "MMRDA Building") and has handed/shall be handing over and transferring the MMRDA Plot together with the MMRDA Building standing thereon to the MMRDA and doing such other formalities and modalities in furtherance and respect thereto as may be solely decided by the Developer and the Purchaser consents and has no objection to the same. The MMRDA Plot is more particularly shown on the Plan annexed hereto as Annexure "A" in yellow hatch lines.
- 4.6 The Development Manager will provide the fixtures, fittings and amenities in the Building and the Premises as set out in Annexure "L" and Annexure "M" respectively

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is taken or not the Purchaser shall be liable to bear and pay the proportionate (i.e. in proportion to the carpet area of the Premises) of the outgoings in respect of the Plot and the Buildings namely local taxes, betterment charges or such other charges as may be levied on the Plot and the Buildings and/or government sub-station and cable charges, electricity, telephone, water, fire, lift, television, non lights, insurance, repair and salaries of cleaners, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Plot and the Building. Until the Society is formed and the rights in the Building are transferred to the Society in manner contemplated herein, the Purchaser shall pay to the Development Manager such proportionate amount of the outgoings as may be determined by the Developer. The Purchaser agrees that till the Purchaser's share is so determined, the Purchaser shall pay to the Development Manager provisional monthly contribution of Rs. 4,775/- per month towards the outgoings regularly on the 5th of every month in advance and shall not withhold same for any reason. The amounts so paid shall not carry any interest and remain at the disposal of the Development Manager until the conveyance is executed in favour of the Society in the manner contemplated herein. On such conveyance, the aforesaid deposits (including deductions) shall be paid over by the Development Manager to the Society

11.2 The Purchaser shall on or before the delivery of the possession of the Premises pay to the Development Manager the following amounts:

No.	Amount (Rs.)	Towards
(i)	<u>Rs. 75,000/-</u>	Nonrefundable towards Recreational Facilities Charges
(ii)	<u>Rs. 13,370/-</u>	Non refundable towards Development & Infrastructure Charges
(iii)	<u>Rs. 10,000/-</u>	Non refundable towards Legal Charges
(iv)	<u>Rs. 10,000/-</u>	Non refundable towards Mahanagar Gas Charges
(v)	<u>Rs. 40,000/-</u>	Non refundable towards Water/Electricity Meter Charges
(vi)	<u>Rs. 10,000/-</u>	for formation and registration of the Society
(vii)	<u>Rs. 550/-</u>	for share money, application entrance fee of the Society
(viii)	<u>Rs. 19,100/-</u>	towards Corpus Fund which will be transferred to the Society to be utilized for the future maintenance
(ix)	<u>Rs. 57,300/-</u>	Proportionate share of maintenance and other charges excluding taxes (in advance for 12 months)
	<u>Rs. 2,77,678/-</u>	TOTAL (Including GST @ 18%)

11.3 The Development Manager shall utilize the sum of Rs 10,000/- referred to in Clause 11.2 (iii) above for meeting all legal costs, charges and for meeting all incidentals thereon. All the aforesaid charges to be collected by the Development Manager under Clause 11.2 above shall be further increased by applicable rate of GST at the applicable rate which is 18% and/or any other taxes payable as per the applicable law or statute for the time being in force and shall be payable as and when called for by the Development Manager but in any case before asking for possession.

11.4 It is agreed in respect of the Development Manager or the Development Manager shall be liable for expenses and/or balance lying unused and which is an additional amount becoming due under sub-clauses of Clause 11.4 demand pay and deposit amount/deposit under clause

11.5 A corpus fund may be created for infrastructure, common amenities. The Purchaser hereby agrees that (a) the Purchaser shall pay the amount within 7 days of the date of delivery of possession. The Purchaser shall be entitled to the maintenance and facilities of the Fund by the Developer. (b) the Development Manager shall utilize the Corpus Fund towards the common amenities and disbursements.

11.6 Subject to what is stated in Clause 11.6, the Purchaser shall be entitled to the sums received by the Developer on account of the share of the common amenities shall utilise the same.

12. REPRESENTATION AND WARRANTIES
The Development Manager represents and warrants that the following follows:

12.1 The title in respect of the land annexed to this Agreement for development upon possession of the

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11.4 It is agreed in respect of amounts mentioned in Clause 11.2 above, the Development Manager or the Developer is not liable to render accounts. The Development Manager shall hand over the balance of deposit amount less deduction for expenses and/ or balance thereof to the Society as aforesaid only balance amounts lying unutilized and which are collected under 11.2 (vi) to 11.2 (ix). In the event of any additional amount becoming payable whether on actual or otherwise under any of the sub-clauses of Clause 11.2 or any other clause, the Purchaser shall forthwith on demand pay and deposit the difference to the Development Manager. The aforesaid amount/deposit under clause 11.2 including the corpus fund shall not carry any interest.

11.5 A corpus fund may be set-up for the upkeep, repair and maintenance of the infrastructure, common amenities and facilities of the Larger Plot ("**Corpus Fund**"). The Purchaser hereby covenants with the Developer that:-

- (a) the Purchaser shall pay to the Development Manager the sum of Rs 19,100/- within 7 days of the demand letter by the Development Manager or at the time of delivery of possession of the Premises, whichever is earlier, towards his/her/their/its contributions to the Corpus Fund. The Development Manager shall be entitled but not obliged to use the Corpus Fund for payments towards the maintenance and/or up-keep of the infrastructure and common amenities and facilities of the Plot until formation of the Society and transfer of the Corpus Fund by the Development Manager to the Society;
- (b) the Development Manager shall if required, open a bank account in respect of the Corpus Fund for the limited purpose of depositing therein contributions towards the Corpus Fund with an entitlement but not an obligation to make disbursements towards such repair and maintenance of the infrastructure and common amenities and facilities of the Plot.

11.6 Subject to what is stated in Clause 11.4 above, the Development Manager shall if required be entitled to and not obligated to maintain a separate account in respect of sums received by the Development Manager from the Purchaser as advance on account of the share capital of the society, outgoings, Society formation charges and shall utilise the same for the purpose for which they have been received;

12. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPMENT MANAGER

The Development Manager hereby represents and warrants to the Purchaser as follows:

12.1 The title in respect of the Plot is clear and marketable as declared in the title report annexed to this Agreement and the Developer has the requisite rights to carry out development upon the Plot and that the Development Manager has actual, physical possession of the Plot for the implementation of the project;

Name of the Purchasing Party
MRS. SANGEETA ASHOK JAIN
Flat No. 603, Shankeshwar Accord, J.P. Trust
Marg, Bhayandar (West), Thane - 401101.

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It shall be the duty of the parties to inform each other of any change in the subsequent to the execution of the agreement in the above address by Registered post and letters posted at the above address shall be deemed to have been received by the Owners, the Developer, the Development Manager or the Purchaser, as the case may be.

IN WITNESS WHEREOF the parties hereto have signed their hands the day, month and year first above written.

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All that piece or parcel of the following land Check Naka, Penkar Pada, Village Ma approximately 9867.580 square metres or structures standing thereon and admeasuring (Cards). The details of respective CTS Nos a

19. JOINT PURCHASERS:

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

20. NO WAIVER:

No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict further exercise or enforcement of any such right or remedy.

21. DISPUTE RESOLUTION:

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the concerned Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations, thereunder.

22. GOVERNING LAW

(a) That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the law in force in India for the time being in force and the Mumbai Courts shall have jurisdiction for this Agreement.

(b) The Permanent Account Number of the Parties are as under:

- DARVESH PROPERTIES PVT LTD - AAACD1670J
- SANGEETA ASHOK JAIN - AFSPJ4675H
- WESTIN INFRA WORLD PVT LTD - AACCW9733D

Sr.No.	CTS Nos.	As p
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2	4399	
3	4400	
4	4401	
5	4402	
6	4403	
7	4436	
8	4437	
9	4438	
10	4439	
11	4440	
12	4441	
13	4442	
14	4443	
15	4444	
16	4445	
17	4446	
18	4447	
19	4448	
20	4449	
21	4450	
22	4451	
23	4481	
24	4482	
25	4486	
26	4487	
27	4488	
28	4489	

(Handwritten signatures)

(Handwritten signatures)

(Handwritten signatures)

... standing thereon and admeasuring 9963.35 square metres (as per present ...
... The details of respective CTS Nos. and the areas as per TILR records are as under

Sr No.	CTS Nos.	As per TILR record Area in Square Metres
1	4398	206 568
2	4399	10 697
3	4400	208 756
4	4401	193 636
5	4402	91 516
6	4403	186 534
7	4436	83 869
8	4437	138 093
9	4438	2308 00
10	4439	11 766
11	4440	12 855
12	4441	12 693
13	4442	11 722
14	4443	12 459
15	4444	12 440
16	4445	8 910
17	4446	161 395
18	4447	165 078
19	4448	267.716
20	4449	32 392
21	4450	3.781
22	4451	26 056
23	4481	12 707
24	4482	19 749
25	4486	198.615
26	4487	32 090
27	4488	2 367
28	4489	260 023

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82 248
32



		247.676
		132.966
		17.812
		58.382
		142.201
		13.796
		12.054
		13.677
		11.530
		12.942
		11.302
		13.341
		11.596
		5.340
		7.76
		11.412
		9.970
		3.764
		10.933
		89.753
		261.949
		14.525
		95.287
		141.081
		759.422
		738.353
		57.266
		5.132
		5.13
		22.648
		24.978
		24.375
		55.253
		75.109
		1883.534
		86.390
		34.101
		3.711
		60.700
	TOTAL	9867.58 SQ.MTR

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THE SECOND SCHE

DESCRIPTION
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48
All that Flat No. A-1304 admeasuring 48.2 square feet) of carpet area on the 13th balcony admeasuring 4.83 square metre under construction on the plot more part

THE THIRD SCHE
COMMON

- (i) Decorative Entrance lobbies of the
- (ii) Staircase of the Building including but not for the purpose of storing
- (iii) The landing and lift lobby is limited to that particular floor and for visitors on the other floors, available to all
- (iv) Electric & water meter/s connected
- (v) Common underground water tank and overhead tank for Building Commercial Units.
- (vi) Lift/ Elevators are common for
- (vii) Top Terrace shall be common
- (viii) Genset back-up for common p
- (ix) Sewerage Treatment Plant, Ra
- (x) Mahanagar Gas (on availability

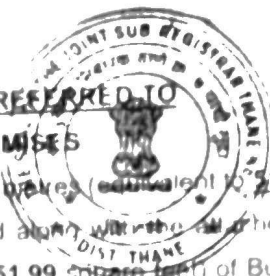
THE FOURTH S
RESTRICTED

All areas not covered under "Common spaces, basements, parking at all facilities and the Developer shall have the manner the Developer deems fit

SIGNED SEALED AND DELIVERED by the within named Owners
(1) MR. ABDUL WAHID NASIR AH
(2) MR. ABDUL KHALID NASIR A
(3) MR. SHAHID N. RANGOONI
(4) MR. ASADULLAH NASIR AH
through their Constituted Attorney
MR. MAHEBUB U. DARVESH
in the presence of

Witness:
1.

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 THE SECOND SCHEDULE ABOVE REFERRED TO
 DESCRIPTION OF THE PREMISES



All that Flat No. A-1304 admeasuring 40.05 RERA square metres (equivalent to 517.21 RERA square feet) of carpet area on the 13th typical floor and also with the enclosed balcony admeasuring 4.83 square metres (equivalent to 51.99 square feet) of Building No. 1 under construction on the plot more particularly referred to in the **First Schedule** hereinabove

THE THIRD SCHEDULE ABOVE REFERRED TO:
COMMON AREAS AND FACILITES

- (i) Decorative Entrance lobbies of the Building Ramp for senior citizens.
- (ii) Staircase of the Building including main landing, for the purpose of ingress and egress but not for the purpose of storing or for recreation or for residence or for sleeping
- (iii) The landing and lift lobby is limited for the use of the residents of the flats located on that particular floor and for visitors thereto but is subject to means of access for reaching the other floors, available to all residents and visitors.
- (iv) Electric & water meter/s connected to common lights, water connections, pump set, etc
- (v) Common underground water tanks of adequate capacity with water pumps connected and overhead tank for Building. There is a provision for separate tanks for Shop/ Commercial Units
- (vi) Lift/ Elevators are common for the Building
- (vii) Top Terrace shall be common for the Building.
- (viii) Genset back-up for common passage lights and compound.
- (ix) Sewerage Treatment Plant, Rain Water Harvesting.
- (x) Mahanagar Gas (on availability).

THE FOURTH SCHEDULE ABOVE REFERRED TO:
RESTRICTED AREAS AND FACILITIES

All areas not covered under "Common Areas and Facilities" including but not limited to open spaces, basements, parking at all levels, servant toilets, terraces, are restricted areas and facilities and the Developer shall have absolute right to dispose of the same to any person/s in the manner the Developer deems fit and proper.

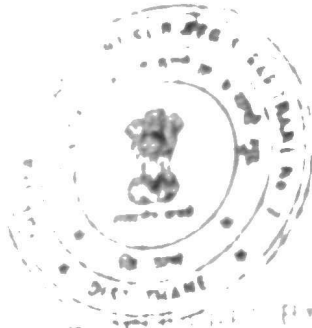
SIGNED SEALED AND DELIVERED BY)
 the within named Owners)
(1) MR. ABDUL WAHID NASIR AHMED)
(2) MR. ABDUL KHALID NASIR AHMED)
(3) MR. SHAHID N. RANGOONI)
(4) MR. ASADULLAH NASIR AHMED)
 through their Constituted Attorney)
MR. MAHEBUB U. DARVESH)
 in the presence of)
Witness:)



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SIGNED SEALD AND DELIVERED BY
 the within named Developer
DARVESH PROPERTIES PRIVATE LIMITED
 By the hand of its Director
MR MAHEBUB U DARVESH
 in the presence of
 Witness

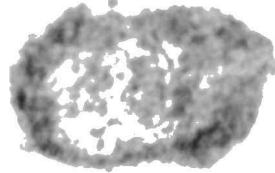
For Darvesh Properties Pvt

[Signature]
 Date

SIGNED SEALD AND DELIVERED BY
 the within named Developer/Project Manager
WESTIN INFRA WORLD PRIVATE LIMITED
 By the hand of its Director duly
 authorized by board resolution dt 14/08/2013
MR. SANDEEP KOTHARI
 in the presence of

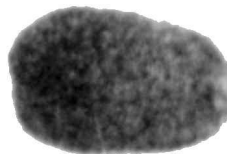


Witness:
 1. *[Signature]*
 2. *[Signature]*

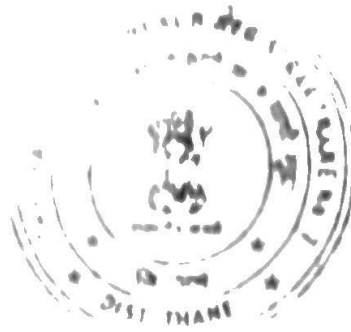


SIGNED AND DELIVERED by
 the within named Purchaser
MRS. SANGEETA A. JAIN

S A Jain



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SIGNED SEALED AND DELIVERED BY)

the within named Developer)

DARVESH PROPERTIES PRIVATE LIMITED)

By the hand of its Director)

MR. MAHARUB U. DARVESH)

in the presence of)

Witness

1.

2.



For Darvesh Properties Pr

Date

SIGNED SEALED AND DELIVERED BY)

the within named Development Manager)

WESTIN INFRA WORLD PRIVATE LIMITED)

By the hand of its Director duly)

authorized by board resolution dt 17/08/2023)

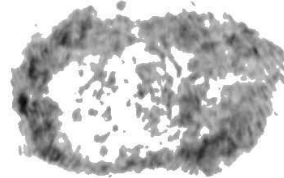
MR. SANDEEP KOTHARI)

in the presence of)

Witness:

1.

2.

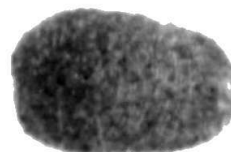


SIGNED AND DELIVERED by)

the within named Purchaser)

MRS. SANGEETA A. HOK JAIN)

S. A. Jadh)



Ref. No: DT/23-24/ERP/3433-3

Date : 27/12/2023

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दस्ता क्र. ४२२ / २०२४

Darvesh Properties Private Limited
401, Darvesh Chambers,
S.V. Road, Khar (West), Mumbai - 400052

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Mrs. Sangeeta Ashok Jain
Address: 240/603, Sankheshwar
Marg, Bhayander West, Thane



Sub: Consent for sale and entering into Agreement to Sell / Agreement for Sale of A-1304 flat admeasuring 517.21 Sq. ft RERA carpet area in 'Westin Darvesh Horizon' project with benefit of one car park

We refer to your letter dated 03/11/2023 ("Letter") wherein you have informed us that you propose to enter into an agreement to sell, wherein you agreed to sell flat no A-1304 admeasuring 517.21 sq. ft. /RERA carpet area with benefit of one car parking, in Westin Darvesh Horizon project ("Unit") to Mrs. Sangeeta Ashok Jain (the "Purchaser") and for that purpose, you have requested us to grant our consent to enable sale of the Flat to the Purchaser.

Flat number	A-1304
RERA Carpet Area (in sq ft.)	517.21
Selling price Rs.	Rs. 96,00,000/- (With Parking)
Sale consideration Rs.	Rs. 98,00,000/- (Total receivable including incidental charges Rs. 2,00,000/-)
Taxes (as per present rate) Rs.	Rs. 4,80,000/- (apart from GST, if any, on incidental charges)
Total cost Rs.	Rs. 1,02,80,000/-
Name of the Customer	Mrs. Sangeeta Ashok Jain.

We state that consent is hereby accorded and the mortgage over the Unit shall stand released, and that we shall have no claim, right title or interest in respect of the Unit whatsoever subject to the following conditions:

1. This consent hereby granted is restricted to the sale of the Unit described above with **benefit of one car parking space** in order to enable sale of the Unit to the Purchasers at or above the price mentioned in the Letter. Notwithstanding anything contained hereinabove, the consent hereby granted shall not be deemed to allow you to sell and or be construed as a release of our mortgage over, any other unit(s) comprised in our mortgage.
2. The Agreement to Sell Agreement for Sale and construction agreement to be executed by you with the Purchasers shall contain a provision requiring the Purchasers to pay the consideration for purchase of Units directly into **Account No. 57500000206822 opened by the Company with HDFC Bank, Mumbai ("Master Collection Escrow Account")**. The consent hereby granted and subsequent release of the mortgage over the Unit is therefore subject to the Purchasers depositing all the sale proceeds payable by him to the and or as consideration for purchase of the Unit into the Master Collection Escrow Account. In case of default by the Purchasers (or any of them) in depositing the sale proceeds (or any part thereof) into the Master Collection Escrow Account, the consent given hereby shall be automatically revoked and we shall retain all rights, interest and claims over the Unit mortgaged to us and the mortgage created in our favour over the Units shall continue to subsist in full force and effect.
3. You shall furnish to us a copy of the Agreement to Sell Agreement for Sale entered into with the Purchaser. In the event the sale to the Purchaser is cancelled or the Agreement to Sell is terminated for any reason, the consent accorded hereby shall stand revoked forthwith and we shall retain all rights, interest and claims over

Registered office

IFS Financial Centre

No C-22, G Block, 6th Floor

Corporate office

The Qube, 6th floor, 602

A wing Hasan pada road,

estate Marol

Tel: +91 22 2850 0028

Fax: +9122 2850 0029

Email: mumba@vistra.com

Vistra ITCL (India) Limited

(CIN)U66020YZH1993P-C095507

Ref. No: DT/23-24/ERP/3433-3

Date : 27/12/2023

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दस्तावेज क्र. ४२२ / २०२४
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Darvesh Properties Private Limited
401, Darvesh Chambers,
S.V. Road, Khar (West), Mumbai - 400052

Mrs. Sangeeta Ashok Jain,
Address: 240/603, Sankheshwar
Marg, Bhayander West, Thane

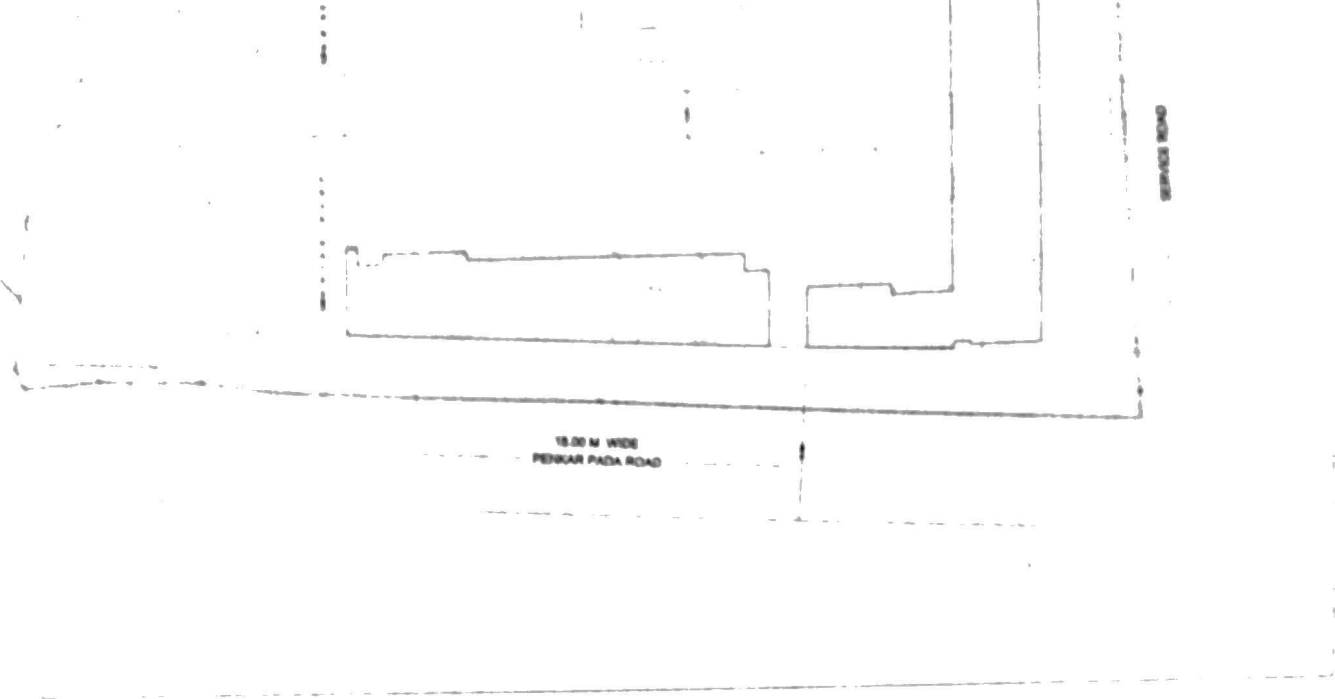
Sub: Consent for sale and entering into Agreement to Sell / Agreement for Sale of A-1304 flat admeasuring 517.21 Sq. ft RERA carpet area in 'Westin Darvesh Horizon' project with benefit of one car park

We refer to your letter dated 03/11/2023 ("Letter") wherein you have informed us that you propose to enter into an agreement to sell, wherein you agreed to sell flat no A-1304 admeasuring 517.21 sq. ft. /RERA carpet area with benefit of one car parking, in Westin Darvesh Horizon project ("Unit") to Mrs. Sangeeta Ashok Jain (the "Purchaser") and for that purpose, you have requested us to grant our consent to enable sale of the Flat to the Purchaser.

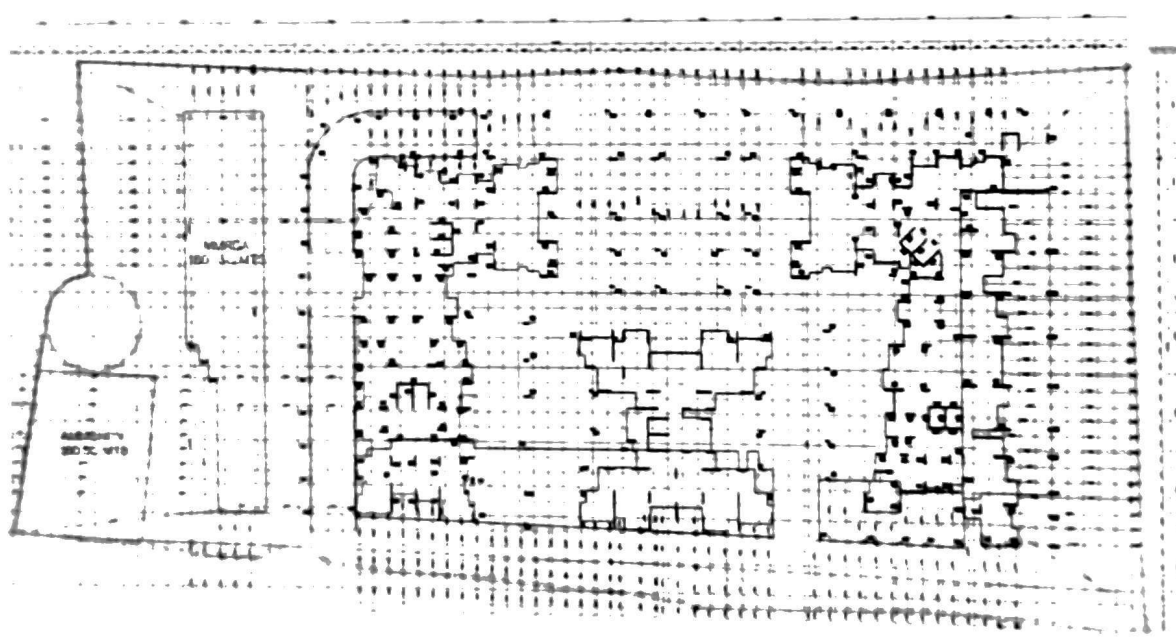
Flat number	A-1304
RERA Carpet Area (in sq ft.)	517.21
Selling price Rs.	Rs. 96,00,000/- (With Parking)
Sale consideration Rs.	Rs. 98,00,000/- (Total receivable including incidental charges Rs. 2,00,000/-)
Taxes (as per present rate) Rs.	Rs. 4,80,000/- (apart from GST, if any, on incidental charges)
Total cost Rs.	Rs. 1,02,80,000/-
Name of the Customer	Mrs. Sangeeta Ashok Jain.

We state that consent is hereby accorded and the mortgage over the Unit shall stand released, and that we shall have no claim, right title or interest in respect of the Unit whatsoever subject to the following conditions:

1. This consent hereby granted is restricted to the sale of the Unit described above with **benefit of one car parking space** in order to enable sale of the Unit to the Purchasers at or above the price mentioned in the Letter. Notwithstanding anything contained hereinabove, the consent hereby granted shall not be deemed to allow you to sell and or be construed as a release of our mortgage over, any other unit(s) comprised in our mortgage.
2. The Agreement to Sell / Agreement for Sale and construction agreement to be executed by you with the Purchasers shall contain a provision requiring the Purchasers to pay the consideration for purchase of Units directly into **Account No. 5750000206822 opened by the Company with HDFC Bank, Mumbai ("Master Collection Escrow Account")**. The consent hereby granted and subsequent release of the mortgage over the Unit is therefore subject to the Purchasers depositing all the sale proceeds payable by him / them / it to the and/or as consideration for purchase of the Unit into the Master Collection Escrow Account. In case of default by the Purchasers (or any of them) in depositing the sale proceeds (or any part thereof) into the Master Collection Escrow Account, the consent given hereby shall be automatically revoked and we shall retain all rights, interest and claims over the Unit mortgaged to us and the mortgage created in our favour over the Units shall continue to subsist in full force and effect.
3. You shall furnish to us a copy of the Agreement to Sell / Agreement for Sale entered into with the Purchaser. In the event the sale to the Purchaser is cancelled or the Agreement to Sell is terminated for any reason, the consent accorded hereby shall stand revoked forthwith and we shall retain all rights, interest and claims over



28.06.13



LINEOUT PLAN(GRID DETAIL)
(PHYSICAL BOUNDARY)



DARVESH PROPERTIES PVT LTD.
801 (GARDEN) - PANGBEN, S. KARANGMUNING

PROPOSED BUILDING " DARVESH HORIZON " AT DAHISAR



KALPESH JOSHI ASSOCIATES
Advocates

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दस्ता. क्र. ४२२/२०२४	
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Behramji Mansion, 4th floor, Sir P.M. Road, Opp. Kashmir Emporium, Fort, Mumbai - 400 001.	



By Hand-delivery

18 July 2017

To,
Darvesh Properties Pvt. Ltd.
501, Darvesh Chambers,
S. V. Road, Khar (W),
Mumbai 400 052

Re: All those pieces and parcels of land admeasuring approximately admeasuring 9863.35 square meters (as per the present property register cards) or thereabouts along with the structures and buildings constructed thereon and known as "Darvesh Horizon" and situate near Dahisar Check Naka, Penkar Pada, Village Mahajanwadi (Mire) abutting Western Express High Way, Bhayandar, Taluka and District Thane and bearing CTS Nos. 4398 to 4403, 4436 to 4451, 4481, 4482, 4486 to 4508, 4540 to 4546, 4565 to 4571, 4599 to 4603 and 4699 of village Mire (Mahajanwadi) and having Survey No. 24, Hissa Nos. 5-A, 6-A, 7-A, 8-A, 9, 10-B, 11 and 13, Survey No. 25 Hissa Nos. 2-C and 4-C, Survey No. 27 Hissa Nos. 2-E and 2-F of Village Mahajanwadi (Mire), Taluka Thane and within the limits of registration district Thane, Maharashtra.

Dear Sir,

Under your instructions, we have investigated your title in respect of the captioned pieces and parcels of land which are more particularly set out in the Schedule hereunder ("the said Property") based on the documents provided by you and the searches conducted by us as mentioned below:

1. We have not carried out any search/investigation in respect of any pending litigation or negative register with respect to the said Property before any court of law or before any other authority (judicial or otherwise);
2. We have relied upon the following:
 - Information on the basis of the title deeds and documents provided to us and other documents more particularly mentioned in Annexure - 1 hereto;
 - Copies of the documents where original documents of title were not available;

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Mutation Entry No. 748 dated 14 December 1963,

Survey No.	Hissa No.	Area Acre Gunthas
95	10, 11, 12, 14, 15	0-36
97	3 & 5	
97	4	0-2 ¼
99	5 (part)	0-4 ½
99	7 (part)	0- ¼
99	8 (part)	0-3 ¾
99	10 (part)	1-10
99	11	0-1 ½
99	13	0-1 ½
188	2 & 3	0-5
188	1	0- ½
Total		2-25 ¼

7.2 Thereafter, from a perusal of letter dated 19 March 1966 bearing reference No. LAQ/SR-192-MR-1-A addressed by the Office of the Special Land Acquisition Officer, Highways to Shri Nasir Ahmed Haji Ahmed and 3 others, it appears that land acquisition proceedings were initiated in respect of, inter-alia, a portion of the Larger Land measuring 4,772 square yards (equivalent to 3989.86 square meters) comprising of following Survey Numbers ("Setback Land").

Survey No.	Hissa No.	Area Acre - Guntha -As.
95	14	0-0-8
95	15	0-1-4
95	12	0-0-8
97	5	0-8-8
99	8	0-1-4
99	10	0-2-7
188	1	0-0-8
188	2	0-0-8
TOTAL		0-39-7

7.3 Under the said letter dated

Acquisition Officer and 3 others to possession of the which possession letter dated 19 A addressed by the Haji Ahmed and Land was not had Setback Land was

7.4 However, in the is recorded that acquisition proc Acquisition Case constructing the dated 9 February respect of Survey perused copies of possession.

7.5 The balance land Setback Land) ac square meters is h

7.6 By and under an Registrar of A R/2161/1968 ex referred to as th Mohamed (there Vendor therein s undivided right consideration an said Nasir Ahn undivided right t

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Acquisition Officer, Highways directed Shri Nasir Ahmed Haji Ahmed and 3 others to remain present on 29 March 1966 for handing over possession of the Setback Land in the manner as stated therein, failing which possession was to be taken in their absence. On a perusal of the letter dated 19 April 1966 bearing reference No. LAQ-SR-192 MR 1-A addressed by the Special Land Acquisition Officer to Shri Nasir Ahmed Haji Ahmed and 3 others, it appears that possession of the Setback Land was not handed over to the authority, and that possession of the Setback Land was scheduled to be taken on 26 April 1966.

- 7.4 However, in the Indenture dated 1 June 1968 described herein below, it is recorded that the Setback Land was acquired pursuant to land acquisition proceedings being Western Express Highways Land Acquisition Case No. LAQ-SR-192 MR-1-A for the purpose of constructing the Western Express Highway. Mutation Entry No. 1297 dated 9 February 1984 also records acquisition of land for highway in respect of Survey Nos. 99/8 (part) and 99/10, however, we have not perused copies of any award or documents evidencing handing over of possession.
- 7.5 The balance land remaining from the Larger Land (after deduction of Setback Land) admeasuring 7,963 square yards equivalent to 6658.08 square meters is hereinafter referred to as "the First Land".
- 7.6 By and under an Indenture dated 1 June 1968 registered with the Sub-Registrar of Assurances at Bombay under Serial No. BOM-R/2161/1968 executed between Badruddin Nasir Ahmed (therein referred to as the 'Vendor') of the One Part and Nasir Ahmed Haji Mohamed (therein referred to as the 'Purchaser') of the Other Part, the Vendor therein sold, transferred, and conveyed, his one-sixth (1/6th) undivided right, title and interest, in the First Land, for the consideration and in the manner as stated therein. Accordingly, the said Nasir Ahmed Haji Mohamed became the owner of 2/3rd undivided right title and interest in the First Land.

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The sale is recorded under Mutation Entry No. 946 dated 06 April 1968.

Survey No.	Hissa No.	Area Acres- Gunthas
99	9 (part)	0 - 16
100	2(part)	0 - 7 ½
100	4(part)	0 - 5
101	2 (part 1)	0 - 16 ½
101	2 (part 2)	0 - 2 ½
	Total	1-7 ½ i.e. 5,747.50 sq. yds.

7.13 Prior to execution of the aforementioned Indenture dated 11 October 1966, by and under letter dated 30 April 1966, the Prant Officer, Thane had granted permission under Section 63 of Bombay Tenancy and Agricultural Lands Act, 1948 read with rule 36 of the Bombay Tenancy and Agricultural Lands Rules, 1956, for the sale of the Second Land in favor of Badruddin Nasir Ahmed and Gaffar for non-agricultural purpose of Residential Buildings, on the terms and conditions recited therein ("the said Permission"). One of the conditions of the Permission is that the land shall not be disposed-off in any manner without prior permission of the Collector and another condition is that the purchaser shall apply for necessary non-agricultural permission within 6 months from the date of the said Permission and that the land shall be used for the non-agricultural purposes within one year from the date of the said Permission.

7.14 By and under the Indenture of Gift dated 30 June 1994 registered with the Sub-Registrar of Assurances at Bombay under Serial No. BBM/2099/1994 executed between Badruddin Nasir Ahmed, referred to as "the Donor" through his constituted attorney Mr. Ahmed Hani Moh...

therein. The said Gift Deed is dated April 2000.

7.15 By and under the Indenture of Gift Deed-2") registered with the Sub-Registrar of Assurances at Bombay under Serial No. 1000/2000 Ahmed Nasir Ahmed and Gaffar Part and the said Indenture is referred to as "the said Indenture" in the way of absolute ownership and interest in the said Second Land Asadullah; to hold shares, in the manner mentioned in Mutation Entry No. 946 dated 06 April 1968.

7.16 Under both the Indentures it is mentioned that the list of tenants of the said Second Land Asadullah are mentioned in the copies of documents in the possession of the Developer. The said Indentures and/or occupancy Deeds of the said Wahid, Kh...

7.17 In view of what is mentioned above and Asadullah's Indenture of Gift Deed-2 dated 30 June 1994 Second Land and the Indenture of Gift Deeds is admitted.

8. Assignment of the said Second Land were in...

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Sr No	First Land Class No. H Nos	New S No	Area (Sq. meters)	Holders
1	S No 95 H Nos 10 11 12 14 15 S No 97 H Nos 3 and 5 (part) [Gone under land acquisition]	S 20 H Nos 10, 11, 12, 14, 15 & S No. 21 H. Nos 3, 5 (pt)	3390	Wahid, Khalid, Shahid and Asadullah.
2	S No 97 H No 4	S. No. 21 H. No 4	230	Kalyanji Lalji
3	S No 99 H. No 5 (part)	S No 24 H. No 5A	460	Jayraj Devidas & Ors
4	S. No 99 H. No 7 (part)	S. No. 24 H. No 7A	30	Wahid, Khalid, Shahid and Asadullah.
5	S No 99 H. No. 8 part	S. No. 24 H. No. 8A	250	Wahid, Khalid, Shahid and Asadullah.
6	S No 99 H. No. 10 part	S. No. 24 H. No 10B	2400	Wahid, Khalid, Shahid and Asadullah
7	S No. 99 H. No. 11	S. No. 24. H. No. 11	150	Jayraj Devidas & Ors.
8	S No. 99 H No. 13	S No. 24 H No. 13	150	Wahid, Khalid, Shahid and Asadullah.
9	S. No. 188 H No. 2 and 3 [188/2 Gone under land acquisition]	S. No. 22 H. Nos 2 and 3A	260	Kalyanji Lalji
10	S No 188 H. No. 1 [Gone under land acquisition]	S. No. 22 H. No 1	50	National Highway
Total:			7370	

Second Land

Sr No	Old S. No. /H. Nos	New S. No.	Area (Sq. meters)	Holders
1	S No 99 H No 9 (part)	S No 24 H No 9	1620	Wahid, Khalid, Shahid and Asadullah
2	S No 100 H No 2 (part)	S No 25 H No 2C	760	Wahid, Khalid, Shahid and Asadullah
3	S No 100 H No 4 part	S No 25 H No 4C	510	Wahid, Khalid, Shahid and Asadullah
4	S No 100 H No 2 (part 1)	S No 27 H No 2E	1690	Wahid, Khalid, Shahid and Asadullah

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5	S No 101 H No 2 (part 1)	S No 27 H No 2F
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9. **Creation of Developer's Interest**
 Development Rights by owners
 9.1 By and under Development
 "Development Agreement"
 Assurances at Thane under
 executed between Wahid (the
 Part/Owner no 1) of the First
 Party of the Second Part /
 (therein referred to as the First
 Third Part, and Asadullah
 Fourth Part/Owner no. 4)
 to as 'the Owners therein'
 (therein referred to as 'the
 Fifth Part (hereinafter referred
 have granted development
 of the said First Land and
 the Schedule thereunder
 set out therein. The said
 square meters of the First
 Owners for the Development
 Property" and also mentioned
 hereunder. The Development
 residential and/or commercial
 of the said Property to
 to be divided in the
 Owners ("Developer's
 has to be divided
 Agreement. On the basis
 was to undertake construction

Area Rectification:

Pursuant to the application made by the Developer as the attorney of the Owners for rectification of the areas of the said Property, the Deputy Superintendent of Land Records, Thane requested the Deputy Superintendent of Land Records, Thane upon survey confirmed the need for rectification of the areas of the said Property. The Developer, accordingly made proposal for rectification of the areas and submitted necessary records. In view of the aforesaid proposal, by and under an order dated April 2015 bearing No. LR1/AR/S.R.270/2015 passed by the Officer, Collector, Thane, the Collector has ordered rectifications to be made in the areas of the following CTS Numbers forming part of the Property in the manner provided below :

S. No	CTS No.	Area before rectification (in sq. mtrs.)	Area post rectification (in sq. mtrs.)	Difference in Area (in sq. meters)
1	4448	182.7	262.6	79.9
2	4449	50.2	89.6	39.4
3	4489	188.6	262.6	74
4	4490	116.3	272.9	156.6
5	4494	129.5	144.4	14.9
6	4540	65.6	88.1	22.5
7	4541	59.9	215.1	155.2

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8	4565	53.2	57.3	4.1
9	4569	14.5	24.5	10
10	4570	25.0	71.0	46
11	4571	21.3	55.0	33.7
12	4600	2154.7	1826.2	328.5
13	4451	58.5	148.5	90
14	4443	12.3	12.0	0.3
15	4450	4.4	4.2	0.2
16	4505	12.6	12.8	0.2
17	4546	60.7	747.5	686.8
18	4438	598.3	2354.6	+1756.3
Total		3808.3	6648.9	2840.6

Hence, based on the aforesaid rectification, there is an increase in the area of the said Property by 2840.6 square meters. The said rectification has been effected on the Akhiv Patrikas in respect of the C.T.S. Numbers forming part of the said Property.

12. **Estate Investment Co. Private Limited NOC:**

12.1 In respect of land bearing Survey No. 24 H. Nos. 5A, 6A, 7A, 8A, 9, 10B, 11 and 13, S. No. 25 H. No. 2B, 4C and S. No. 27 H. No. 2 (parts), we have perused a copies of the letters of even date 21 May 2011 issued by the Estate Investment Co. Private Limited addressed to the Tehsildar, Thane and copy to the Collector, Thane and the Commissioner, Mira Bhayander Municipal Corporation whereunder it has been requested that the name of Estate Investment Co. Private Limited be deleted from the 'Kabjedar/Other Rights' column of the record of rights. Further, Vide letter dated 18 July 2016 issued by the Estate Investment Co. Private Limited, it has further requested that it's name be deleted in respect of Survey No. 25 H. No. 2C.

13. **NA Permissions:**

13.1 Vide an order dated 16 November 2011 issued by Collector District Thane non-agriculture permission was granted to Abdul Wahid Nasir Ahmed and others through constituted attorney, Darvesh Properties Pvt Ltd in respect of an area of 4128.80 sq. meters as residential use and an area of 2087 square meters as commercial use of the said Property

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दस्ता क्र. ४२९ / २०२४

ANNEXURE - 'G'

करणेसाठी



मिरा भाईंदर महानगरपालिका

मुख्य कार्यालय, छत्रपती शिवाजी महाराज मार्ग,
भाईंदर (प.) ता.जि.ठाणे- ४०१ १०१

दिनांक- २५/०८/२०१९

- जिल्हाधिकारी यांचेकडून अकृषिक आदेश प्राप्त झाल्यावर
- जिल्हाधिकारी यांचेकडून अकृषिक आदेश प्राप्त झाल्यावर
- जिल्हाधिकारी यांचेकडून अकृषिक आदेश प्राप्त झाल्यावर

विषय- मिरा भाईंदर महानगरपालिका क्षेत्रातील मोजे - मिरा (महाजनवाडी)
सि.स.क्र. ४३९८ ते ४४०३, ४४३६ ते ४४५१, ४४८१, ४४८२, ४४८६ ते ४५०८,
४५४० ते ४५४६, ४५६५ ते ४५७१, ४५९९ ते ४६०३, ४६९९
या जागेत नियोजित बांधकाम करण्यासाठी जागेस अकृषिक आदेश
प्राप्त करणेसाठी मा. जिल्हाधिकारी यांना सादर करणेसाठी
नाहरकत दाखला मिळणे बाबत.

संदर्भ- १. आपला दि.३०/०८/२०१० चा अर्ज.

२) मुंबई महानगर प्रदेश विकास प्राधिकरण यांचेकडील पत्र क्र. MMRDA/RHD-
RHS-94/10/319, दि.३०/०७/२०१० अन्वये लोकेशन विसअरंस दाखला.

दर.

विषयांकित प्रकरणो मिरा भाईंदर महानगरपालिका क्षेत्रातील मोजे - मिरा (महाजनवाडी), सि.स.क्र. ४३९८ ते ४४०३,
४४५१, ४४८१, ४४८२, ४४८६ ते ४५०८, ४५४० ते ४५४६, ४५६५ ते ४५७१, ४५९९ ते ४६०३, ४६९९ मधील जागेस
जागेस प्राप्त करणेसाठी जिल्हाधिकारी कार्यालयाकडे सादर करावयाच्या नकाशास खालील अटीस अधिन राहून मंजुरी देण्यात
आहे.

१) विषयांकित जागेस मा.जिल्हाधिकारी यांच्याकडून अकृषिक परवानगी प्राप्त झाल्यानंतर महाराष्ट्र प्रादेशिक व
अधिनियम १९६६ चे कलम ४७ नुसार व मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ चे कलम २५३, २५४ (प्रकरण १२
द्वारे) नमुन्यात बांधकाम प्रारंभपत्रासाठी अर्ज करण्याची व बांधकाम प्रारंभपत्र प्राप्त करण्याची जबाबदारी आपणांवर राहिल. सादर
करण्यासाठी मुदत एक वर्षासाठी आहे. सादर नाहरकत दाखल्याच्या आधारे जागेवर कोणत्याही स्वस्माचे बांधकाम करता येणार
ना. बांधकाम केल्यास सादरचे बांधकाम अनाधिकृत ठरवून विहीत कार्यवाही करण्यात येईल. तसेच बांधकाम प्रारंभपत्रापूर्वी
जागेवर बांधकाम करणेबाबत महानगरपालिकेचे नाहरकत प्रमाणपत्र घेणे आपणांवर बंधनकारक राहिल.

२) सादर जागेच्या मासकीबाबत व न्यायालयात दावा प्रलंबीत नसल्याबाबत आपण प्रतिज्ञापत्र
द्वारे जागेची दिलेले आहे. याबाबत काहीही विसंगती आढळून आल्यास दिलेली परवानगी रद्द करण्यात येईल.

३) बांधकाम प्रारंभपत्रापूर्वी पोहोच रस्ता विकसीत केल्याबाबतचा दाखला, अग्निशमन विभागाकडील नाहरकत दाखला, उद्यान व वृक्ष
व्यवस्थाबाबतचा नाहरकत दाखला, पाणीपुरवठासाठी जल वाहिनी व्यवस्थाबाबतचा नाहरकत दाखला, उद्यान व वृक्ष
विभागाकडील नाहरकत दाखला सादर करणे आवश्यक आहे. तसेच परवानगी अपेक्षितल्या भूखंडातून नैसर्गिक नाला असेल तर आपण
नैसर्गिक नाल्याचे बांधकाम करून देणे आपणांवर बंधनकारक राहिल.

४) बांधकाम प्रारंभपत्रापूर्वी कॅम्पिशन फीसचा भरण करून अग्निशमन विभागाकडील नाहरकत दाखला सादर करणे
आवश्यक राहिल.

५) बांधकाम प्रारंभपत्रापूर्वी राष्ट्रीय महामार्ग मंडळ व शासनाच्या पर्यावरण विभाग यांचेकडील नाहरकत दाखला सादर
करणे आवश्यक राहिल.

६) बांधकाम प्रारंभपत्रापूर्वी मंजूर नकाशात दर्शविलेल्या अंमिनीटी ओपन स्पेसची जागा महानगरपालिकेस विनामुल्य
प्राप्त करून त्याबाबत महानगरपालिकेच्या नावाचे स्वतंत्र प्रॉपर्टी कार्ड / ७/१९ उतारा सादर करणे आपणांवर बंधनकारक राहिल.

७) बांधकाम प्रारंभपत्रापूर्वी मुंबई महानगर प्रदेश विकास प्राधिकरण (MMRDA) यांचेकडील मुदतवाढ सादर करणे
आवश्यक राहिल.

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मिरा भाईंदर महानगरपालिका
मुख्य कार्यालय, भाईंदर (प.)

छत्रपती शिवाजी महाराज मार्ग, ता. जि. ठाणे - 40
१५५ २५०

क्र. मिभा / मनपा / नर / ६२० / २०२४



अधिकार पत्रधारक - मे. दरवेश प्रोपर्टीस प्रा.लि., श्री. मेहबूब उस्मान दरवेश
सल्लागार अभियंता - मे. अनिष अॅण्ड असो.,

विषय :- मिरा भाईंदर महानगरपालिका क्षेत्रातील मौजे - महाजनवाडी (मिरा)
सर्व क्र./ हिस्सा क्र. सि.स.क्र. 4398 ते 4403, 4436 ते 4451, 4481, 4482,
4486 ते 4508, 4540 ते 4546, 4565 ते 4571, 4599 ते 4603, 4699 या
जागेतील रेन्टल हॉऊसिंग स्कीम ला सुधारीत बांधकाम प्रारंभनासह (Further
C.C.) मिळणेबाबत.

- संदर्भ :-
- 1) आपला दि.31/07/2019, दि.25/11/2019, दि.05/12/19 व दि.30/01/20 चा अर्ज.
 - 2) मे. सक्षम प्राधिकारी नागरी संकुलन ठाणे याचेकडील कलम 10(3),10(5)
ची व दुर्बल घटक योजनेची कार्यवाही झालेली नसल्याबाबत विकासकाचे
दि.12/12/2019 रोजीचे रु.300/- च्या स्टॅप पेपरवरील शपथपत्र व
यु.एल.सी./टिए/मिरा/एस-231, दि.15/01/1985 व यु.एल.सी./टिए/मिरा/82,
दि.20/01/1982 अन्वये आदेश. तसेच यु.एल.सी. विभागाकडील पत्र क्र. यु.एल.सी./
टिए/मिरा/एस-231, दि.15/01/1985 व यु.एल.सी./टिए/मिरा/82, दि.20/01/1982
रोजीचे आदेश.
 - 3) मा. जिल्हाधिकारी ठाणे यांचेकडील अकृषिक परवानगी आदेश
क्र. महसूल/क-1/टे-1/एनएपी/महाजनवाडी-ठाणे/एसआर-57/2011, दि.16/11/2011.
 - 4) अग्निशमन विभागाकडील पत्र क्र.मनपा/अग्नि/14/2016-17, दि.04/04/2016
अन्वये तात्पूरता नाहरकत दाखला.
 - 5) मुंबई महानगर प्रदेश विकास प्राधिकरण (MMRDA) याचेकडील पत्र क्र. MMRDA/
RHD/RHS-94/12/502, दि.18/10/2012 अन्वये नवीन इरादापत्र व पत्र
क्र. MMRDA / RHD/RHS-94/12/596, दि.31/12/2012 अन्वये भाईंदरवरील
गृहनिर्माण योजनेअंतर्गत रेखाकन मजूरी व क्र. MMRDA/RHD/RHS-94R/16/
122, दि.21/06/16, MMRDA/RHD/RHS-94R/17/13, दि.16/10/2017,
MMRDA/RHD/RHS-94R/154/2018, दि.20/11/2018 व MMRDA/RHD/
RHS-94R / 164/2019, दि.18/11/2019 अन्वये नाहरकत दाखला.
 - 6) भारतीय राष्ट्रीय राजमार्ग प्राधिकरण याचेकडील पत्र क्र. NHA/PIU-Surat-
Camp-GHB/NOC/9358, दि.02/07/2011 रोजीचा नाहरकत दाखला
 - 7) पर्यावरण विभागाकडील पत्र क्र. SEAC-2013/CR-219/TC-1, दि.02/05/2013.
 - 8) या कार्यालयचा पत्र क्र. मिभा/मनपा/नर/657/2013-14, दि.22/05/2013 अन्वये
बांधकाम परवानगी व या जा.क्र. मनपा/नर/734/17-18 दि.15/05/2017 अन्वये

दि. 07/07/2015.

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रस्त क्र. ४२२ / २०२४

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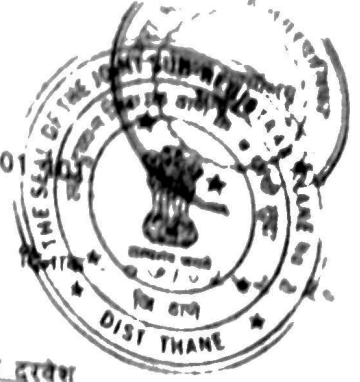


परवानगी :-

महानगरपालिका अधिनियम १९६६ च्या कलम ४४, ४५ अन्वये व मुंबई बांधकाम धारकपत्र मिळण्यासाठी जाचण विनंती केले नुसार मिरा भाईंदर महानगरपालिका क्षेत्रातील मालकी - महाजनवाडी (मिरा) सि.स.न./सर्वे क्र./हिस्सा क्र. सि.स.क्र. ४३९८ ते ४४०३, ४४३६ ते ४४५१, ४४८१, ४४८२, ४४८६ ते ४५०८, ४५४० ते ४५४६, ४५६५ ते ४५७१, ४५९९ ते ४६०३, ४६९९ या जागेतील रेखांकन, इमारतीचे बांधकाम नकाशांस खालील अटी व शर्तीचे अनुपालन आपणाकडून होण्याच्या अधीन राहून ही मंजूरी देण्यात येत आहे.

- १) सदर भूखंडाचा वापर फक्त बांधकाम नकाशात दर्शविलेल्या रहिवास + वाणिज्य वापरासाठीच करण्याचा आहे.
- २) सदरच्या बांधकाम परवानगीने आपणास आपल्या हक्कात नसलेल्या जागेवर कोणतेही बांधकाम करता येणार नाही.
मंजूर नकाशाप्रमाणे जागेवर प्रत्यक्ष मोजणी करून घेणेची आहे व त्याची तालुका निरीक्षक भूमि अभिलेख, ठाणे यांनी प्रमाणीत केलेली नकाशाची प्रत या कार्यालयाच्या अभिलेखात दोन प्रतीमध्ये पाठविणेची आहे व त्यास मंजूरी घेणे आवश्यक आहे.
- ३) सदर भूखंडाची उपविभागणी महानगरपालिकेच्या पूर्वपरवानगी शिवाय करता येणार नाही तसेच मंजूर रेखांकनातील इमारती विकसित करण्यासाठी इतर / दुस-या विकासकास अधिकार दिल्यास / विकासासाठी प्राधिकृत केल्यास दुय्यम / दुस-या विकासकाने मंजूर बांधकाम नकाशे व चटईक्षेत्राचे व परवानगीत नमुद अटी व शर्तीचे उत्सर्जन केल्यास / पालन न केल्यास या सर्व कृतीस मुळ विकासक व वास्तुविशारद जबाबदार राहिल.
- ४) या जागेच्या आजुबाजुला जे पूर्वीचे नकाशे मंजूर झाले आहेत त्याचे रस्ते हे सदर नकाशातील रस्त्याशी प्रत्यक्ष मोजणीचे व सिमांकनाचे वेळी सुसंगत जुळणे आवश्यक आहे. तसेच या जागेवरील प्रस्तावीत होणा-या बांधकामास रस्ते संलग्नित ठेवणे व सार्वजनिक वापरासाठी खुले ठेवणेची जबाबदारी विकासक / वास्तुविशारद / धारक याची राहिल. रस्त्याबाबत व वापराबाबत आपली / धारकांची कोणताही हरकत असणार नाही.
- ५) नागरी जमीन धारणा कायदा १९७६ चे तरतुदीना व महाराष्ट्र जमीन महसूल अधिनियमाच्या तरतुदीस कोणत्याही प्रकारची बाधा येता कामा नये व या दोन्ही कायद्यान्वये पारित झालेल्या व यापुढे वेळोवेळी होणा-या सर्व आदेशाची अमलबजावणी करण्याची जबाबदारी विकासक व वास्तुविशारद इतर धारक याची राहिल.
- ६) रेखांकनात / बांधकाम नकाशात इमारतीचे समीर दर्शविण्यात / प्रस्तावित करण्यात आलेली सामाजिक अंतराची जागा ही सार्वजनिक असून महानगरपालिकेच्या मालकीची राहिल व या जागेचा वापर सार्वजनिक रस्त्यासाठी / रस्ता रुंदीकरणसाठी करण्यात येईल. याबाबत अर्जदार व विकासक व इतर धारकांचा कोणताही कायदेशीर हक्क असणार नाही.
- ७) मालकी

मिरा भाईंदर महानगरपालिका	
मुख्य कार्यालय, भाईंदर (पं.), छत्रपती शिवाजी महाराज मार्ग, ता. निरंजण 401 103	
क्र.मिभा / मनपा / नर	१५२० / २०९ - २०
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नियंतेकार पत्रधारक - मे. दरवेश प्रोपर्टीस प्रा.लि., श्री. मेहबूब उस्मान दरवेश
जगता - सल्लागार अभियंता - मे. अनिश अॅण्ड असो.,

विषय :- मिरा भाईंदर महानगरपालिका क्षेत्रातील मीजे - महाजनवाडी (मिरा)
सर्व क्र./ हिस्सा क्र सि.स.क्र. 4398 ते 4403, 4436 ते 4451, 4481, 4482,
4486 ते 4508, 4540 ते 4546, 4565 ते 4571, 4599 ते 4603, 4699 या
जागेतील रेन्टल हौसिंग स्कीम ला सुधारीत बांधकाम प्रारंभपासह (Further
C.C.) मिळणेबाबत.

- संदर्भ :-
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 - 2) मे. सक्षम प्राधिकारी नागरी संकुलन ठाणे याचेकडील कलम 10(3), 10(5)
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 - 3) मा. जिल्हाधिकारी ठाणे यांचेकडील अकृषिक परवानगी आदेश
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 - 4) अग्निशमन विभागाकडील पत्र क्र.मनपा/अग्नि/14/2016-17, दि.04/04/2016
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 - 5) मुंबई महानगर प्रदेश विकास प्राधिकरण (MMRDA) याचेकडील पत्र क्र. MMRDA/
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बांधकाम परवानगी व या जा.क्र. मनपा/नर/734/17-18 दि.15/05/2017 अन्वये
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 - 9) या कार्यालयाचे पत्र क्र. मिभा/मनपा/नर/1431/2015-16, दि.07/07/2015,
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परवानगी :-

1966 च्या कलम 44, 45 अन्वये व मुंबई कलम 253 ते 269 विकास कार्य करण्यासाठी / 1949 चे कलम 253 ते 269 विकास कार्य करण्यासाठी / विनंती केले नुसार मिरा भाईंदर महानगरपालिका 4436 ते 4451, 4481, 4482, 4486 ते 4508, 4540 ते 4546, 4565 ते 4571, 4599 ते 4603, 4699 या जागेतील रेखाकन, इमारतीचे बांधकाम नकाशांस खालील अटी व शर्तीचे अनुषंगाने आपणाकडून होण्याच्या अधीन राहून ही मंजूरी देण्यात येत आहे.

1) सदर भूखंडाचा वापर फक्त बांधकाम नकाशात दर्शविलेल्या रहिवास + वाणिज्य वापरासाठीच करण्याचा आहे.

2) सदरच्या बांधकाम परवानगीने आपणास आपल्या हक्कात नसलेल्या जागेवर कोणतेही बांधकाम करता येणार नाही.

मंजूर नकाशाप्रमाणे जागेवर प्रत्यक्ष मोजणी करून घेणेची आहे व त्यांची तालुका निरीक्षक भूमि अभिलेख, ठाणे यांनी प्रमाणीत केलेली नकाशाची प्रत या कार्यालयाच्या अभिलेखार्थ दोन्ही प्रतीमध्ये पाठविणेची आहे व त्यास मंजूरी घेणे आवश्यक आहे.

3) सदर भूखंडाची उपविभागणी महानगरपालिकेच्या पूर्वपरवानगी शिवाय करता येणार नाही तसेच मंजूर रेखांकनातील इमारती विकसित करण्यासाठी इतर / दुस-या विकासकारास अधिकार दिल्यास / विकासासाठी प्राधिकृत केल्यास दुय्यम / दुस-या विकासकाने मंजूर बांधकाम नकाशे व चटईक्षेत्राचे व परवानगीत नमुद अटी व शर्तीचे उल्लंघन केल्यास / पालन न केल्यास या सर्व कृतीस मुळ विकासक व वास्तुविशारद जबाबदार राहिल.

4) या जगेच्या आजुबाजुला जे पुर्वीचे नकाशे मंजूर झाले आहेत त्याचे रस्ते हे सदर नकाशातील रस्त्याशी प्रत्यक्ष मोजणीचे व सिमांकनाचे वेळी सुसंगत जुळणे आवश्यक आहे. तसेच या जागेवरील प्रस्तावीत होणा-या बांधकामास रस्ते संलग्नित ठेवणे व सार्वजनिक वापरासाठी खुले ठेवणेची जबाबदारी विकासक / वास्तुविशारद / धारक याची राहिल. रस्त्याबाबत व वापराबाबत आपली / धारकांची कोणताही हरकत असणार नाही.

5) नागरी जमीन धारणा कायदा 1976 चे तरतुदीना व महाराष्ट्र जमीन महसूल अधिनियमाच्या तरतुदीस कोणत्याही प्रकारची बाधा येता कामा नये व या दोन्ही कायद्यान्वये पारित झालेल्या व यापुढे वेळोवेळी होणा-या सर्व आदेशाची अमलबजावणी करण्याची जबाबदारी विकासक व वास्तुविशारद इतर धारक याची राहिल.

6) रेखांकनात / बांधकाम नकाशात इमारतीचे समोर दर्शविण्यात / प्रस्तावित करण्यात आलेली सामासिक अंतरची जागा ही सार्वजनिक जागेची राहिल व या जागेचा वापर सार्वजनिक जागेसाठीच होणे आवश्यक आहे.

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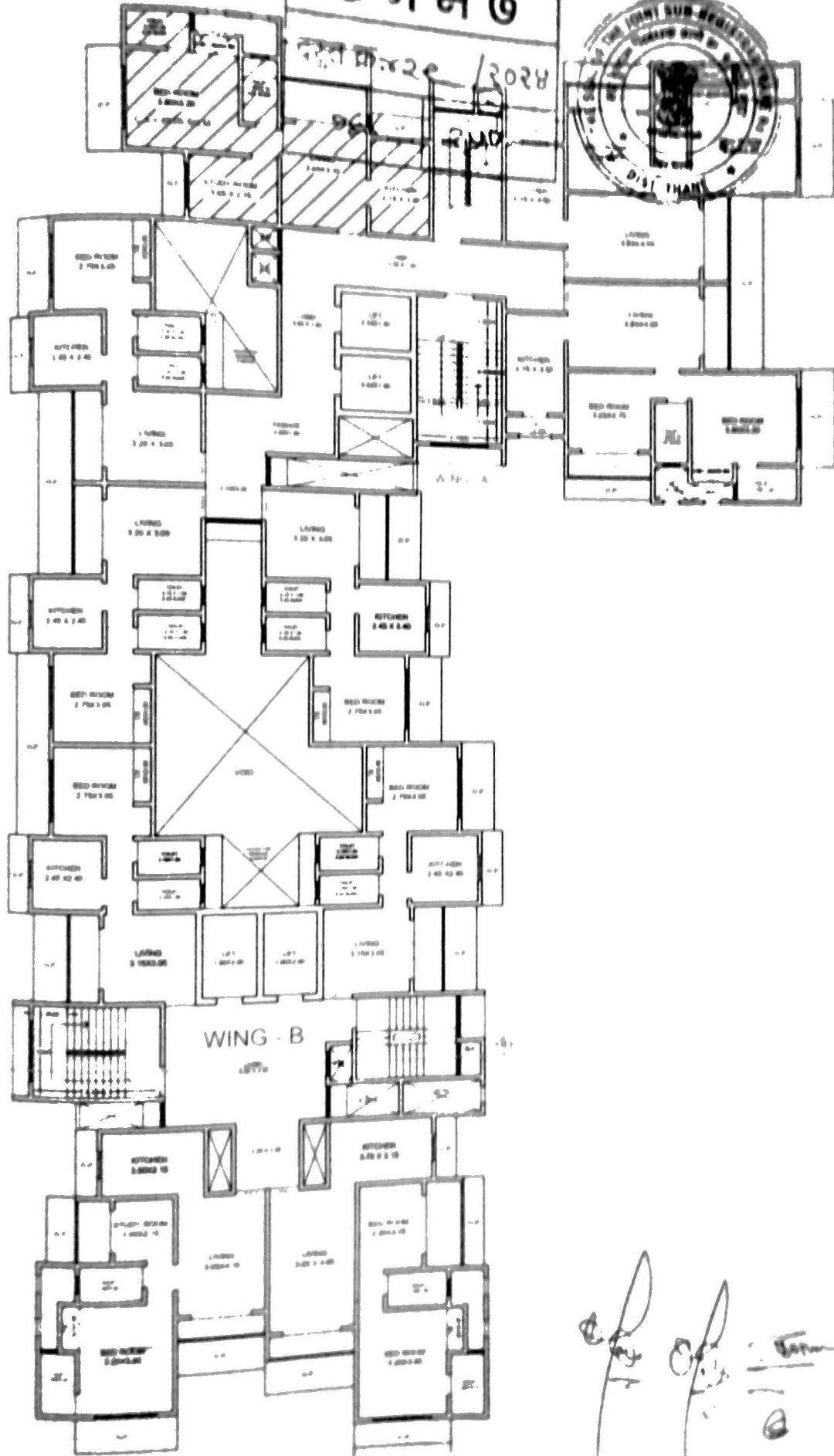
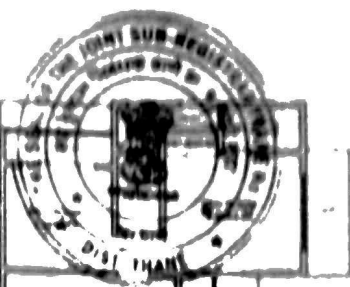
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- 8) मंजूर रेखांकनातील रस्ते, इनेज, गटारे व खुली जागा (अर.जी. विकासकाने महानगरपालिकेच्या नियमाप्रमाणे वापरासाठी कायम स्वरुपी सुविधा देणे बांधकाम मंजूर रेखांकनातील इमारतीचे नियमावलीनुसार पूर्ण करून उर्वरित बांधकाम करण्यास येऊ नये इमारतीचे उद्वाहन, अग्निशमन तरतुद, पाण्याची जोडणी व दोन टाक्या, दोन इलेक्ट्रीक पंपसेटसह तरतुद केलेली असली पाहिजे.
- 9) महानगरपालिका आपणास बांधकामासाठी व पिण्यासाठी पाणीपुरवठा करण्याची हमी घेत नाही. याबाबतची सर्व जबाबदारी यांची राहिल. तसेच सांडपाण्याची सोय व मलविसर्जनाची व्यवस्था करण्याची जबाबदारी विकासकाची / धारकाची राहिल. तसेच बांधकाम सुरु करतेवेळी बांधकाम संपेपर्यंत तेथील बांधकाम कामगारांसाठी आवश्यकतेप्रमाणे पुरेशा शौचालयाची व पाळणाघराची व्यवस्था करणे आपणावर बंधनकारक राहिल.
- 10) अर्जदाराने स.क्र. / हि.क्र. मौजे, महानगरपालिका मंजूरी, बिल्डरचे नाव, आर्किटेक्टचे नाव, अकृषिक मंजूरी व इतर मंजूरीचा तपशील दर्शविणारा फलक प्रत्यक्ष जागेवर लावण्यात आल्यानंतरच इतर विकास कामास सुरुवात करणे बंधनकारक राहिल. तसेच सर्व मंजूरीचे मुळ कागदपत्र तपासणीसाठी / निरीक्षणासाठी जागेवर सर्व कालावधीसाठी उपलब्ध करून ठेवणे ही वास्तुविशारद व विकासक यांची संयुक्त जबाबदारी आहे. अशी कागदपत्रे जागेवर प्राप्त न झाल्यास तातडीने काम बंद करण्यात येईल.
- 11) मंजूर रेखांकनातील इमारतीचे बांधकाम करण्यापूर्वी मातीची चाचणी (Soil Test) घेऊन व बांधकामाची जागा भूकंप प्रवण क्षेत्राचे अनुषंगाने सर्व तांत्रिक बाबी विचारात घेऊन (Specifically earthquake of highest intensity in seismic zone should be considered) आर.सी.सी. डिझाईन तयार करून संबंधीत सक्षम अधिका-यांची मंजूरी घेणे. तसेच इमारतीचे आयुष्यमान, वापर, बांधकाम चालू साहित्याचा दर्जा व गुणवत्ता व अग्नि क्षमण व्यवस्था याबाबत नॅशनल बिल्डींग कोड प्रमाणे तरतुदी व गुणवत्ता व अग्नि क्षमण व्यवस्था याबाबत नॅशनल बिल्डींग कोड प्रमाणे तरतुदी करून कार्यान्वीत करणे तसेच बांधकाम चालू असतांना तांत्रिक व अतांत्रिक कार्यवाही पूर्ण करून त्याची पालन करण्याची जबाबदारी अर्जदार, विकासक, स्ट्रक्चरल अभियंता, वास्तुविशारद, बांधकाम पर्यवेक्षक, धारक संयुक्तपणे राहिल.
- 12) रेखांकनातील जागेत विद्यमान झाडे असल्यास तोडण्यासाठी महानगरपालिकेची व इतर विभागांची पूर्व मंजूरी प्राप्त करणे बंधनकारक आहे. तसेच खुल्या जागेत वृक्षारोपण करण्यात यावे.
- 13) मंजूर बांधकाम नकाशे व जागेवरील बांधकाम यामध्ये तफावत असल्यास नियमावलीनुसार त्वरीत सुधारीत बांधकाम नकाशांना मंजूरी घेणे बंधनकारक आहे अन्यथा हे बांधकाम मंजूर विकास नियंत्रण नियमावलीनुसार अनाधिकृत ठरते त्यानुसार उक्त अनाधिकृत बांधकाम तोडण्याची कार्यवाही करण्यात येईल.
- 14) बांधकाम साहित्य रस्त्यावर व सार्वजनिक ठिकाणी ठेवता येणार नाही. याबाबतचे आपणाविरुद्ध दंडात्मक कार्यवाही करण्यात



ANNEXURE "II"

टन न ७
दिनांक 22/2024

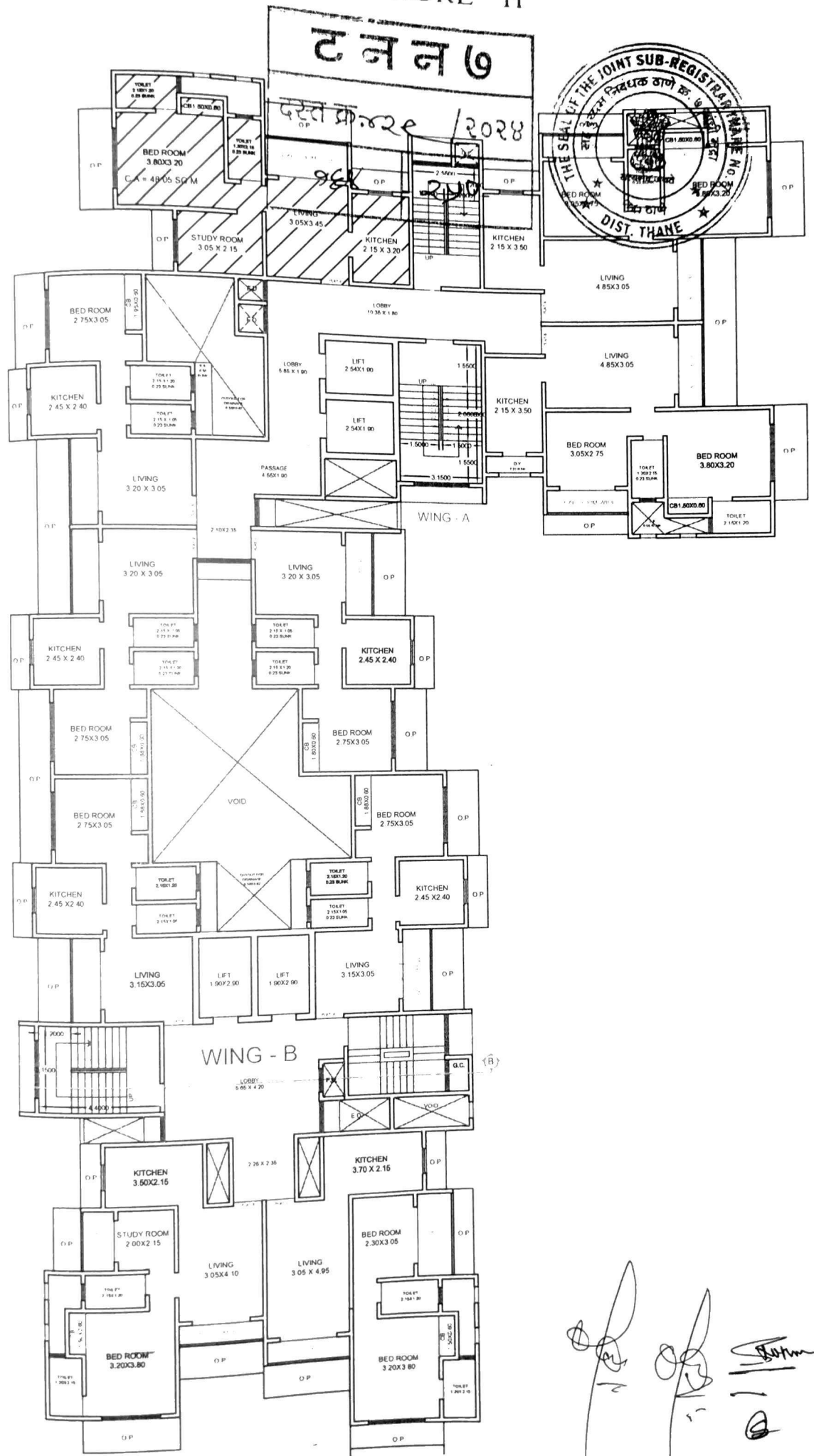
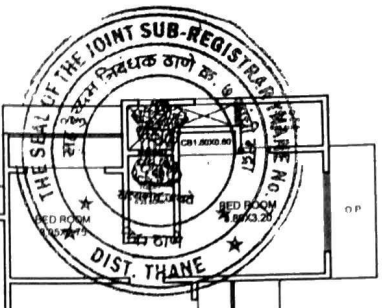


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FIFTH FLOOR PLAN

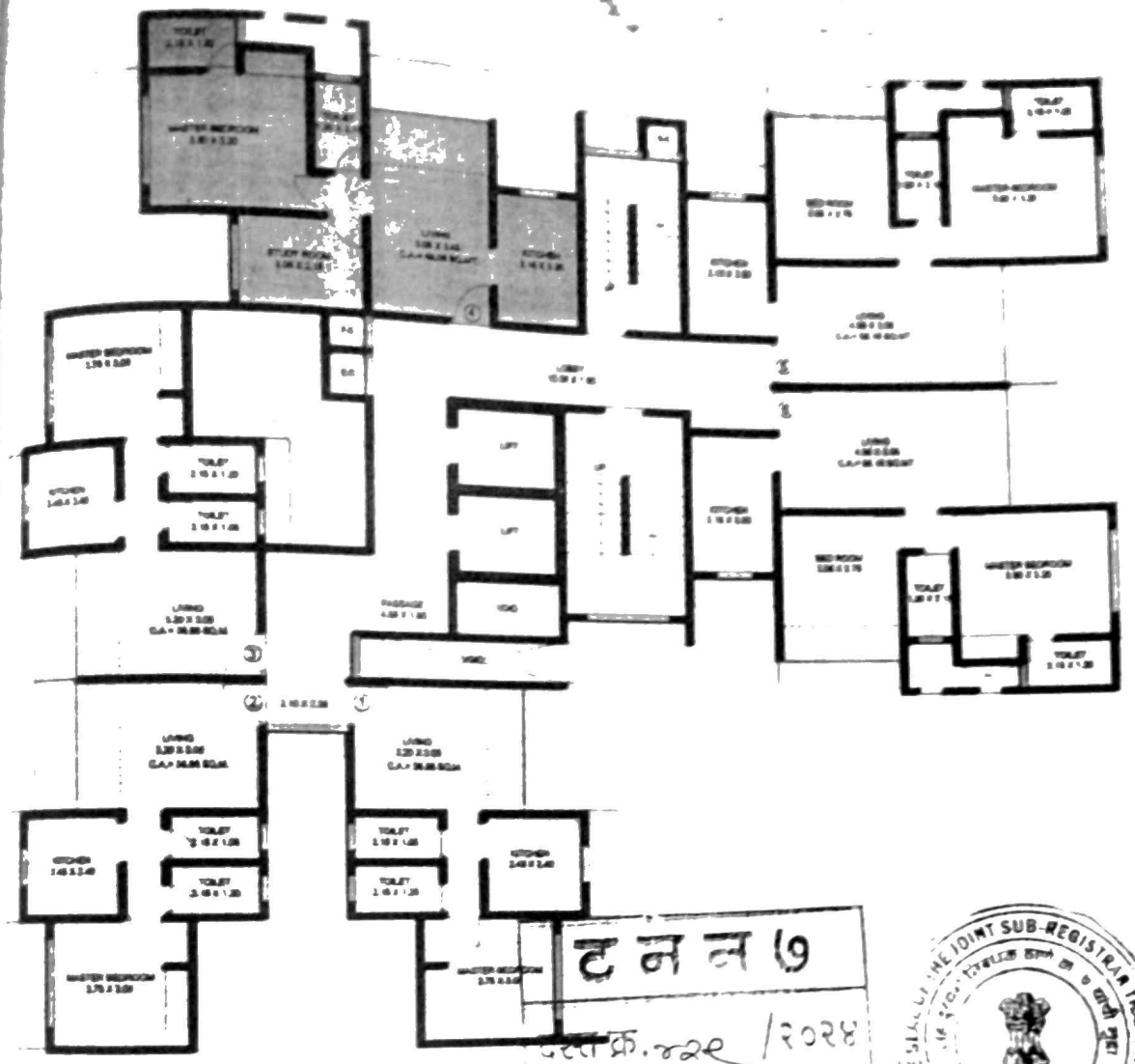
टन न ७

दस्तावेज क्र. २२९ / २०२४



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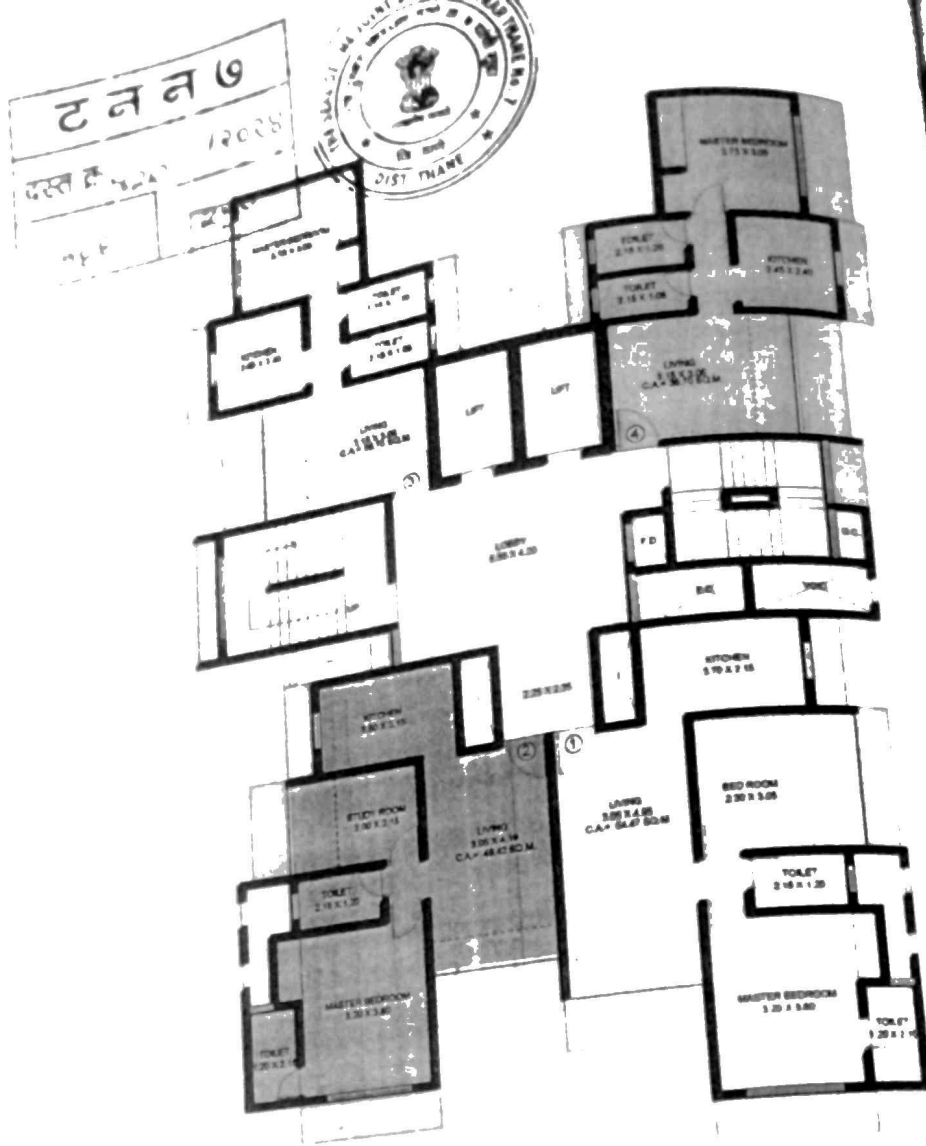
**Building No. 1
 WING - TYPICAL FLOOR PLAN**

Floors - 1st, 3rd, 4th, 6th, 7th, 8th, 9th, 11th, 12th, 13th, 14th & 16th

- 1 Bedroom Apartments No. 1, 2 & 3
- 1 & 1/2 Bedroom Apartment No. 4
- 2 Bedroom Apartments No. 5 & 6
- Refuge Area
- 2nd, 5th, 10th & 15th Floor : Apartment No. 1
- All flowerbeds & dry balconies are 2'6" wide
- All internal passages are 3' wide



Darvesh Horizon is registered Real Estate Project with Maharashtra Real Estate Regulation Act 2016 being MAHARERA No. P51700005672



Building No. 1

B WING - TYPICAL FLOOR PLAN

Floors - 1st, 3rd, 4th, 6th, 7th, 8th, 9th, 11th, 12th, 13th, 14th & 16th

1 Bedroom Apartments No. 3 & 4

1 & 1/2 Bedroom Apartment No. 2

2 Bedroom Apartment No. 1

Refuge Area

2nd, 5th, 10th & 15th Floor : Apartment No. 4

All flowerbeds & dry balconies are 2'6" wide


All internal passages are 3' wide

Darvesh Horizon is registered Real Estate Project with Maharashtra Real Estate Regulation Act 2016 being MAHARERA No. P51700005672



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Annex - K दस्ता क्र. ४२२ / २०२४	
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Maharashtra Real Estate Regulatory Authority
CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT
FORM 'F'
 [See rule 7(2)]

This extension of registration is granted under section 6/7 of the Act, to the following project **Project Westin Darvesh**
Horizon Plot Beang / CTS / Survey / Final Plot No. CTS NO 4398 TO 4403 4436 TO 4451 4481 4482 4486 TO 4490
4540 TO 4546 4565 TO 4571 4599 TO 4603 4699 at **Mira-Bhayandar (M Corp.), Thane, Thane, 401104** registered with
 the regulatory authority vide project registration certificate bearing No **P51700005672** of

1 **Darvesh Properties Private Limited** having its registered office / principal place of business at **Tehsil Andher**
District Mumbai Suburban, Pin 400052


2 This renewal of registration is granted subject to the following conditions, namely -

- 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 (2) of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017,
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5,

OR

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

- The registration shall be valid up to **31/12/2025** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 6/7 of the Act read with rule 7 the Act.
- 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
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under

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Maharashtra Real Estate Regulatory Authority
CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT
FORM 'F'
 [See rule 7(2)]

This extension of registration is granted under section 6/7 of the Act, to the following project: **Project: Westin Darvesh**
 Horizon Plot Bearing / CTS / Survey / Final Plot No.: **CTS NO 4398 TO 4403 4436 TO 4451 4481 4482 4486 TO 4540 TO 4546 4565 TO 4571 4599 TO 4603 4699** at **Mira-Bhayandar (M Corp.), Thane, Thane, 401104** registered with the regulatory authority vide project registration certificate bearing No **P51700005672** of

1. **Darvesh Properties Private Limited** having its registered office / principal place of business at **Tehsil. Andher**
 District **Mumbai Suburban, Pin: 400052.**

2. This renewal of registration is granted subject to the following conditions, namely:-

- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of allottees as the case may be, of the apartment or the common areas as per Rule 9 (2) of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of interest and Disclosures on Website) Rules, 2017;
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
- That entire of the amounts to be realised hereinafter by me/promoter for the real estate project from the allottee from time to time shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable cost of construction and the land cost shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
- The registration shall be valid up to **31/12/2025** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 6/7 of the Act read with rule 7 the Act.
- 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
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under

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LIST OF COMMON AMENITIES, SPECIFICATIONS, FEATURES IN BUILDING(S):
(COMMON AREAS AND FACILITES)

- (i) Decorative Entrance lobbies of the Building. Ramp for senior citizens.
- (ii) Staircase of the Building including main landing, for the purpose of ingress and egress but not for the purpose of storing or for recreation or for residence or for sleeping.
- (iii) The landing and lift lobby is limited for the use of the residents of the flats located on that particular floor and for visitors thereto but is subject to means of access for reaching the other floors, available to all residents and visitors.
- (iv) Electric meters and water meter/s connected to common lights, water connections, pump set, etc.
- (v) Common underground water tanks of adequate capacity with water pumps connected and overhead tank for Building. There is a provision for separate tanks for Shop/Commercial Units.
- (vi) Lift/ Elevators are common for the Building.
- (vii) Top Terrace shall be common for the Building.
- (viii) Genset back-up for common passage lights and compound.
- (ix) Sewerage Treatment Plant, Rain Water Harvesting.
- (x) Mahanagar Gas (on availability)
- (xi) Clubhouse
- (xii) Swimming Pool.




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www.darveshgroup.com



darvesh
GR,

CERTIFIED TRUE COPY OF THE RESOLUTION OF THE BOARD OF DIRECTORS OF DARVESH PROPERTIES PVT. LTD. PASSED AT ITS REGISTERED OFFICE AT 401, DARVESH CHAMBERS, S.V. ROAD, KHAR (WEST), MUMBAI - 400 052 ON 11th July, 2023.

*RESOLVED THAT either of the Directors namely 1) Mr. Usman A. Darvesh and 2) Mr. Maheboob U. Darvesh, Directors of the company be and are hereby severally authorized:

To grant Limited Power of Attorney for and on behalf of the Company for only lodge and admit of Sale Agreements, MOFA Agreements, deeds and other related documents wherever they are required to sign and execute all these Sale Agreements, MOFA Agreements, deeds and other related documents for and on behalf and in the capacity of Directors of the Company in respect of any Sale Agreements, MOFA Agreements, deeds and other related documents relating to flats, shops, offices in the Project "Darvesh Horizon" (now known as "Westin Darvesh Horizon") under construction on Plot bearing Nos. 4398 to 4403, 4436 to 4451, 4481, 4482, 4486 to 4508, 4540, (4541) 4551, (4542) 4582, 4543 to 4546, 4565 to 4571, 4599 to 4603 and 4669 (4699) in all adm 9867.58 sq. mtrs. and alongwith the same the Company and its Directors Mr. Mehboob U. Darvesh (now known as Mr. Maheboob U. Darvesh), who is also power of attorney holder of Mr. Abdul Wahid Nasir Ahmed, Abdul Khalid Nasir Ahmed, Abdul Shahid Nasir Ahmed and Asadullah Nasir Ahmed the Owners of the said property and who have given development rights to the company and have also executed an Irrevocable power of attorney in favour of Company and its director Mr. Maheboob U. Darvesh, with a power to substitute on their behalf and authorize any other persons (power of substitution) and therefore only for lodging and admission of Sale Agreements, MOFA Agreements, deeds and other related documents relating to flats, shops, offices in the Project "Darvesh Horizon" (now known as "Westin Darvesh Horizon") all signed and executed by Director for and on behalf of company and also all such agreements, documents signed and executed by Mr. Maheboob U. Darvesh (previously known as Mehboob U. Darvesh) as power of attorney holders for the above Owners to grant all these powers to and also substitute these powers in favour of a.) Mr. Mahadeo S. Agonde, b.) Mr. Ajay V. Sangle c.) Mr. Shailesh S. Rathod and d.) Mr. Chandrashekhar D. Pandit all signed and executed by directors themselves and only to lodge and admit above documents for Registration before any of the Sub-Registrars in Maharashtra.

For Darvesh Properties Private Limited

(Signature)
Director





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22/07/2023	

CERTIFIED TRUE COPY OF THE RESOLUTION OF THE BOARD OF DIRECTORS OF DARVESH PROPERTIES PVT. LTD. PASSED AT ITS REGISTERED OFFICE AT 401, DARVESH CHAMBERS, S.V. ROAD, KHAR (WEST), MUMBAI - 400052 ON 18th July, 2023.

"RESOLVED THAT either of the Directors of company namely 1) Mr. Usman A. Darvesh and 2) Mr. Maheub U. Darvesh, be and are hereby severally authorized:

To sign and execute Sale Agreements, MOFA Agreements, deeds and other related documents wherever they are required to sign for and on behalf of the Company and execute all these Sale Agreements, MOFA Agreements, deeds and other related documents for and on behalf and in the capacity of Directors of the Company in respect of any Sale Agreements, MOFA Agreements, deeds and other related documents relating to flats, shops, offices in the Project "Darvesh Horizon" now known as "Westin Darvesh Horizon" under construction on Plot bearing Nos. 4398 to 4403, 4436 to 4451, 4481, 4482, 4486 to 4508, 4540, (4541) 4551, (4542) 4582, 4543 to 4546, 4565 to 4571, 4599 to 4603 and 4669 (4699) in all adm 9867.58 sq. mtrs.

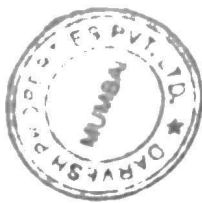
IT IS FURTHER RESOLVED THAT the Director Mr. Maheub U. Darvesh (previously known as Mr. Mehboob U. Darvesh) who is also power of attorney holders of Mr. Abdul Wahid Nasir Ahmed, Abdul Khalid Nasir Ahmed, Abdul Shahid Nasir Ahmed and Asadullah Nasir Ahmed the company and have also executed an irrevocable power of attorney in favour of Company and its directors Mr. Mehboob U. Darvesh (now known as Mr. Maheub U. Darvesh), sign and execute Sale Agreements, MOFA Agreements, deeds and other related documents wherever they are required to sign for and on behalf of the Owners as their Attornies.

IT IS FURTHER RESOLVED THAT, Mr. Usman A. Darvesh has no objection to Mr. Maheub U. Darvesh signing and executing the sale agreements or other related documents on behalf of company and owners. U. Darvesh has no objection to Mr. Usman A. Darvesh signing and executing the sale agreements or other related documents on behalf of company and owners.

IT IS FURTHER RESOLVED THAT pursuant to the power of attorney given to a.) Mr. Mahadeo S. Agonde, b.) Mr. Ajay V. Sangle c.) Mr. Shailesh S. Rathod and d.) Mr. Chandrashekhar D. Pandit either of them may lodge and admit above documents all signed and executed by directors themselves for Registration before any of the Sub-Registrars in Maharashtra.

For Darvesh Properties Private Limited

(Signature)
Director



Darvesh Properties Pvt. Ltd.
401, Darvesh Chambers,
S.V. Road, Khar (West),
Mumbai - 400052
CIN: U70102MH1999PTCO04793

Tel: 022 2611 8198
Fax: 022 2611 8198
E: info@darveshgroup.com

Westin Infra
G-3 Gold
CIN - U70102
Email - info@darveshgroup.com

17/08/2023
Mumbai
CERTIFIED TRUE COPY
THE BOARD OF DIRECTORS

RESOLVED THAT
Company be authorized
the agreement
Westin Darvesh

Further he is authorized
Westin Infra
authorities to

For WESTIN

Manish Ra

Direct

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शरद शासन महसुल व वनविभाग शासन परिपत्रक क्रमांक मुद्रांक नं. १११/म-१ दिनांक १२/१०/२०

प्रतिज्ञापत्र / घोषणापत्र

तलन ७



मी आम्ही खालील सही करणार प्रतिज्ञापत्रावर, घोषित करतो की, मा नोंदणी महानिरीक्षक महाराष्ट्र राज्य पुणे याचे दिनांक ३०/११/२०१३ रोजी मी/आम्ही सुदर दस्तऐवजातील मालकी (Title) तसेच मिळकतीचे मालकाने केलेल्या मिळकतीबाबतचे मी/आम्ही आधीक व्यवहार पूर्ण करून दस्तऐवज साक्षीदारा समक्ष निष्पादित केलेला कबुल करतो. दस्तऐवजातील मिळकत ही फसवणूक/बनावट/सगनमत व त्या अनुषंगाने पोलीस स्टेशनमध्ये होत असलेल्या गुन्हे हे माझ्या दस्तऐवजातील मिळकतीविषयी होऊ नये म्हणून नोंदणी अधिनियम १९०८ चे तरतुदीचे अंर्पण राहून मी आम्ही प्रतिज्ञापत्र / घोषणापत्र लिहून देत आहोत. नोंदणी अधिनियम १९०८ चे ४३ व भारतीय टॅड संहिता १९६० मधील नमुद असलेल्या तरतुदीनुसार ७ वर्षांच्या शिक्षेस आहे याची मला / मला पुणेपणे जाणीव आहे. त्यामुळे हे प्रतिज्ञापत्र, घोषणापत्र सदर दस्तऐवज भाग म्हणून जोडत आहे.

मिळकतीबाबतचे मी/आम्ही आधीक व्यवहार पूर्ण करून दस्तऐवज साक्षीदारा समक्ष निष्पादित केलेला कबुल करतो. दस्तऐवजातील मिळकत ही माझी / आमची मालकीची असून शासन मालकीची नाही किंवा मला कोणत्याही मा न्यायालय / शासकिय कार्यालयाचा मनाई हुकुम नाही. तसेच दावा दाखल नाही व नोंदणीत नाही. सदर दस्तास आवश्यक असलेल्या सक्षम अधिकारी यांच्या पूर्वपरवानगी घेण्याची जबाबदारी देणार म्हणून आमची आहे. हे आम्हाला आहे. दस्तऐवजातील मिळकतीवर कोणतेही शासकिय, निमशासकिय, नोंदणी कर, बँक बोजे हक्क, हितसंबंध विकासन बोजे नाहीत. भविष्यात तसे काही निघाल्यास मी/आम्ही देणार, जबाबदार राहू, याची जाणिव आहे. मी/आम्ही नोंदविलेल्या व्यवहारात भविष्यात कायदयानुसार मुद्रांक शुल्क नोंदणी की कमी कमी पडली असल्यास ती शासन जमा करण्याची जबाबदारी देणार देणार म्हणून आमची हे आम्हास कबुल आहे व ती त्वरीत जमा करू नोंदणी अधिनियमानुसार या दस्तऐवजातील नोंदणी प्रक्रियेमध्ये वाट आलेले सर्व प्रक कागदपत्रे हे वैध/खरे आहेत मा न्यायालयाने दिलेल्या निर्णयानुसार (मा उच्च न्यायालय नागपूर योनी गोपाल व्दारकादास पाडे विरुध्द जिल्हाधिकारी भडारा व इतर रिट पिटीशन क्र २९/२००३ दिनांक २४/०३/२००३ रोजी दिलेल्या निकाल) देणारा विक्रेता याचे मिळकतीचे मालकी हक्क (Title) तपासून याची जबाबदारी नोंदणी अधिका-याची नाही (Title Verification) मालकी हक्काची पडताळणी करण्याची जबाबदारी ही ट्रान्सफर ऑफ प्रॉपर्टी अॅक्ट, १८८२ कलम ५५ नुसार सबधीत व्यवहार करणा-या उभय पक्षकाराची आहे. याची मला/आम्हास पूर्ण जाणिव आहे कबुल करतो. भविष्यात कोणत्याही प्रकारचा कायदेशीर प्रश्न नोंदविल्यास किंवा कोणतेही गुन्हे घडल्यास मी आम्ही व दस्तऐवजातील निष्पादक पक्षकार व ओळख देणारे देणार राहू, असे आम्ही कबुल करतो.

दस्तावेज क्र. १२३/२०२३

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लिहून देणार: [Signature]

लिहून देणार: [Signature]

SA [Signature]

De face Number	De face Date
08*0/2023	08*0/2023
08*0/2023	08*0/2023
08*0/2023	08*0/2023

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)

पत्रक क्र.:	2023			
शहर:	ठाणे			
तालुका:	ठाणे			
प्लॉट क्र.:	624, आर, भू विभाग महाजन-वाडी गावातील सर्व्हेम दस्तावेजी जागाव्यावृत्तीचे शहरीयित्त मिळकती			
प्लॉट क्षेत्रफळ:	Mira Bhamburda Municipal Corporation स-ई अडो 12 भू. 2/12/2			
मूल्य दर तक्त्यानुसार मूल्यदर रु				
निवासी सदनिका (Residential)	कार्यालय (Office)	दुकाने (Shop)	औद्योगिक (Industrial)	सहकारणीय प्रकारचे (Co-operative)
प्लॉटची माहिती				
प्लॉटची लांबी (Plot Length)	52.85 चौ मीटर	मिळकतीचा वापर - मिळकतीचे वय - मजला	निवासी सदनिका 0 (0) खर्च 11th to 20th Floor	मिळकतीचा प्रकार - बांधकामाचा दर
प्लॉटची रुंदी (Plot Width)	1.00 आर सी सी आहे			बांधीव Rs. 2000/-
प्लॉट क्षेत्रफळ (Plot Area)	Above 2 hectar			
प्लॉटचा प्रकार (Plot Type)				
प्लॉटचा प्रकार (Plot Type)				

प्लॉटचा प्रकार (Plot Type) = (1 मिळकतीचा प्रति चौ मीटर मूल्यदर) * 105 %)
 निवासी सदनिका करीत प्रति चौ मीटर दर = Rs 109515/-

प्लॉटचा प्रकार (Plot Type) = 107.5 / 100 Apply to Rate = Rs 117729/-

प्लॉटचा प्रकार (Plot Type) = ((वार्षिक मूल्यदर * खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी) + खुल्या जमिनीचा दर)
 = ((117729 * 30700) * (100 - 100) / 100) + 30700)
 = Rs 117729/-

प्लॉटचा प्रकार (Plot Type) = वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र
 = 117729 * 52.85
 = Rs 6221977.65/-

प्लॉटचा प्रकार (Plot Type) 13.94 चौ मीटर
 = 13.94 * (109515 * 25/100)
 = Rs 381659.775/-

प्लॉटचा प्रकार (Plot Type) 5.31 चौ मीटर
 = 5.31 * 117729
 = Rs 625140.99/-

प्लॉटचा प्रकार (Plot Type) = 3 5 अ 9.18 19 4(1) 15

अंतिम मूल्य (Final Value) = A + B + C + D + E + F + G + H + I + J
 = 6221977.65 + 0 + 0 + 0 + 381659.775 + 0 + 0 + 0 + 625140.99 + 0
 = Rs 7228778/-

= २ बाहत्तर लाख अठ्ठावीस हजार सात पैसे अठ्ठाहात्तर :-

ट न न ७
 28 / 2028

