302/D Hiraco

# SALE DEED

Note:-Please read the Contents of the Documents carefully and thoroughly, if any Costs, Actions, Expenses, Loss, Damages, Claims arises in the Present, Past and in the Future due to mistake/omission/in discrepancies found in the said Documents, hence, We are not responsible for the same.

1 . State Control of the . . . . . .

337/2880 Office Copy Thursday, February 15, 2024 नोंदणी क्रं.:39म 8:37 PM Regn.: 39M दिनांक: 15/02/2024 गावाचे नाव: मिरे र्दस्तऐवजाचा अनुक्रमांक: टनन7-2880-2024 दंस्तऐवजाचा प्रकार : सेल डीड मादर करणाऱ्याचे नाव: मनस्वी सुनील सराफ तर्फे कु.सु.म्हणुन मीना सुनील सराफ (लिहून घेणार) ५० नोंदणी फी रु. 30000.00 दस्त हाताळणी फी ₹. 3760.00 पृष्ठांची संख्या: 188 ₹. 33760.00 भणास मूळ दस्त ,यंबनेल प्रिंट, सूची-२ अंदाजे :57 PM ह्या वेळेस मिळेले. Joint Sub Registrar Thane 7 ाजार <mark>मुल्य: रु.6313807.5/-</mark> सह दुर्यम निबंधक वर्ग. २ बिदला रु.:3091675/-ठाणे क्र ७ रलेले मुद्रांक शुल्क : रु. 472000/-) देयकाचा प्रकार: DHC रक्कम: रु.1760/- 🧀 निडी/धनादेश/पे ऑर्डर क्रमांक: 0224159118486 दिनांक: 15/02/2024 2) देवकाचा प्रकार: DHC रक्कम: रु.2000/-ीडी/धनादेश/पे ऑर्डर क्रमांक: 0224152218411 दिनांक: 15/02/2024 किचे नाव व पत्ता: 3) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-डीडी/धनादेश/पे ऑर्डर क्रमांक: MH015707615202324E दिनांक: 15/02/2024

मुळदस्त परत मिळाला

http://10.10.246.39/MarathiReports/ITMLreports/htmlRegreceipts.aspx?cross=K



सुचा क्र.2

दुय्यम निबंधक : सह दु.ान.ठाण 7 दस्त क्रमांक : 2880/2024

नोटंणी : Regn:63m

## गावाचे नाव: मिरे

(1)विलेखाचा प्रकार

सेल डीड

(2)मोबदला

3091675

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)

6313807.5

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

1) प्रालिके वे नाव:मिरा-भाईदर मनपा इतर वर्णन :, इतर माहिती: , इतर माहिती: मौजे मिरा,वॉर्ड-क्यु,विभाग क्रमांक:-5/22.मध्ये,सदिनका क्रमांक:302,3 रा मजला,डी-विंग,हिराको एमिनेंस फेस-1,(तन्वी एमिनेंस फेस-1),काशिमिरा पोलीस स्टेशन मागे,मिरारोड पूर्व,ठाणे,401107,जुना सर्वे नं.66/4पार्ट,नवीन सर्वे नं.84/4सी,आणि जुना सर्वे नं.63/पार्ट,नवीन सर्वे.81/7,81/15,प्लॉट नं.1 आणि 81/16,सी.टी.एस.नं.1442 ते 1446,1491 ते 1511,1586,1589 ते 1600,1629,1630,1646 ते 1652,1792,1882 आणि 1829,क्षेत्रफळ:-60.90 चौ.मी. कारपेट.,अभय योजना फाइल क्रमांक:- 6286/2023,दिनांक -23/01/2024,मध्ये भरतेले मुझंक शुक्क रुं.163880/- वसूल केलेले आहे,तसेच सदर दस्तात नमूद केल्याप्रमाणे.( ( C.T.S. Number : 1442 ते 1446,1491 ते 1511,1586,1589 ते 1600,1629,1630,1646 ते 1652,1792,1882 आणि 1829;))

(5) क्षेत्रफळ

1) 60.90 चौ.मीटर .

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकारांचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव

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

1): नाव:-मेसर्स काशिमिरा सिरामिक्स प्रोडक्ट्स एल एल पी उर्फ काशिमिरा सिरामिक्स प्रोडक्ट्स प्रायवेट लिमिटेड चे 

1): नाव:-मनस्वी सुनील सराफ वर्फे कु.मू.म्हणून मीना सुनील सराफ (लिहून घेणार) - - वय:-62; पत्ता:-प्लॉट नं: -, माळा नं: --, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: बी/402,स्टलिंग कोर्ट,महेश्वरी नगर जवळ,चकाला एम आय डी सी,अंथेरी पुर्व,मुंबई , महाराष्ट्र, मुम्बई. पिन कोड:-400093 पॅन नं:-GHVPS4904P
2): नाव:-मीना सुनील सराफ (लिहून घेणार) - - वय:-62; पत्ता:-प्लॉट नं: -, माळा नं: --, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: बी/402,स्टलिंग कोर्ट,महेश्वरी नगर जवळ,चकाला एम आय डी सी,अंथेरी पुर्व,मुंबई , महाराष्ट्र, MUMBAI. पिन कोड:-400093 पॅन नं:-AAQPS5131A , इमारतीचे नाव: -, ब्लॉक

(9) दस्तऐवज करुनं दिल्याचा दिनांक

15/02/2024

(10)दस्त नोंदणी केल्पाचा दिनांक

15/02/2024

(11)अनुक्रमांक,खंड व पृष्ठ

2880/2024

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

472000

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

30000

(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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



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## Payment Details

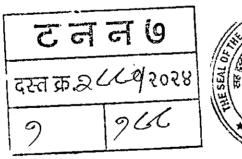
sr.	Purchaser	Түре	Verification no/Vendor	GRN/Licence	Amount	Used At	Meface Number	Deface Date
1		Certificate	0008119745202324	6286/2024	193800	SD		
2	MANASVEE SUNIL SARAF	eChallan	69103332024021521074	MH015707615202324E	278200.00	SD	0008307216202324	15/02/2024
3		DHC		0224159118486	1760	RF	0224159118486D	15/02/2024
4		DHC		0224152218411	2000	RF	0224152218411D	15/02/2024
5	MANASVEE SUNIL SARAF	eChallan		MH015707615202324E	30000	RF	0008307216202324	15/02/2024

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

	- A - 1 - 20	क ( शहरी क्षेत्र - बांधीव )		
2024021510453			15	February 2024,07:45:08 PM
_			ार्व्हे नंबर /न. भू. क्रमांक :	
निवासी सदनिका 97700	कार्यालय 	दुकाने 122100	औद्योगीक 111980	मोजमापनाचे एकक चौ. मीटर
Jp)- 66.99चौ. मीटर ग- १:आर सी सी आहे	मिळकतीचा वापर- मिळकतीचे वय - मजला -	निवासी सदनिका 3 to 5वर्षे 1st To 4th Floor	मिळकतीचा प्रकार- बांधकामाचा दर- कार्पेट क्षेत्र-	बांधीव Rs.26620/- 60.9चो. मीटर
up Property constructed af				<del></del>
	र =(((वार्थिक मूल्य	 दर - खुल्पा जमिनीचा दर ) * घ :8700) * (95 / ·100 ) ) + 2:	सा-पानुसार टक्केवारी )+ खुल्या जमि	नीचा दर)
मूल्य :	= वरील प्रमाणे मूल्य दर	* मिळकतीचे क्षेत्र		
	= 94250 * 66.99		,	
	= Rs.6313807.5/-			
= 3, 9, 18, 19	,			
बाहनतळ		•	या गच्चीचे मूल्य(खुली बाल्कनी) + वरील य वतीस्या खुल्या जागेचे मूल्य + बंदिस्त बाल	ाचीचे मूल्प + कनी + स्वयंचलित
= 6313807.5 =Rs.6313808	+0+0+0+0+0+0+0+0+0+0-	+0+0+0		
	2023 ठाणे तालुका: ठाणे 5/22-क्यु) मिराः Mira Bhaindar त्यानुसार मूल्पदर रु. निवासी सदनिका 97700 ति  प्रि) 66.99चौ. मीटर ग- 1:आर सी सी आहे बीe प्रि प्र Property constructed af वाढ क्कतीचा प्रति चौ. मीटर मूल्पदर स्य बिद्यत वाहन तः बहिनतळ  — A + B + C — 6313807.5 — Rs.631380	2023 ठाणे तालुका: ठाणे 5/22-क्यु) मिरा गावातील सिटीएस क्रमांक Mira Bhaindar Muncipal Corporation त्यानुसार मूल्पदर रु. निवासी सदिनिका कार्यालय 97700 11980 ति  प्रि. प्	2023 ठाणे तालुका : ठाणे 5/22-क्यु. मिरा गावातील सिटीएस क्रमांक Mira Bhaindar Muncipal Corporation त्यानुसार मृल्यदर रु. निवासी सदिनका कार्यालय दुकाने 97700 111980 122100 जिती  Jp) 66.99चौ. मीटर मिळकतीचा वापर- निवासी सदिनका ग- 1:आर सी सी मेळकतीच वय- 3 to 5वर्षे आहे मजला - 1st To 4th Floor sile t up Property constructed after circular dt.02/01/2018 वाढ = 100 / 100 Apply to Rate= Rs.97700/- कितीचा प्रति चौ. मीटर मृल्यदर = (((वार्षिक मृल्यदर - खुल्या जिमनीचा दर) - घ = (((97700-28700) - (95 / 100)) + 2i = Rs.94250/- मूल्य = वरील प्रमाणे मूल्य दर - मिळकतीचे क्षेत्र = 94250 - 66.99 = Rs.6313807.5/-  = 1,9,18,19  = मुख्य मिळकतीचे मूल्य + खुल्या जिमनीवरील वाहन तळाचे मूल्य + खुल्या जिमनीवरील वाहन तळाचे मूल्य + इमारती भो वाहनतळ = A + B + C + D + E + F + G + H + I + J = 6313807.5 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0	2023 ठाणे तालुका : ठाणे 5/22-क्यु) मिरा गावातील सिटीएस क्रमांक Mira Bhaindar Muncipal Corporation स्यानुसार मृत्यदर रु. निवासी सदिनिका कार्यालय दुकाने ओधोगीक 97700 11980 122100 111980  तती Jup) 66.99चो. मीटर मिळकतीचा वापर निवासी सदिनिका मिळकतीचा प्रकार- ग- 1-अगर सी सी मिळकतीचे वय - 3 to ऽवर्षे बांधकामाचा दर- अगरे मजला - 1st To 4th Floor कार्येट क्षेत्र-  वाह = 100 / 100 Apply to Rate= Rs.97700/- कितीचा प्रति चौ. मीटर मृत्यदर = (((वार्षिक मृत्यदर - खुत्या जिमनीचा दर) * घसा-पानुसार टक्केवारी) + खुत्या जिम- = (((वार्षिक मृत्यदर - खुत्या जिमनीचा दर) * घसा-पानुसार टक्केवारी) + खुत्या जिम- = (((वार्षिक मृत्यदर - खुत्या जिमनीचा दर) * घसा-पानुसार टक्केवारी) + खुत्या जिम- = (((वार्षिक मृत्यदर - खुत्या जिम- = (((वार्षिक मृत्य - च्वार्या मृत्य + क्षाराच मृत्य + क्षारा

Home Print

सह दुख्यम निबंधक वर्ग. २



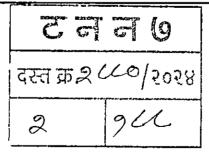


2004 B 3

# Department of Stamp & Registration, Maharashtra Receipt of Document Handling Charges PRN 0224152218411 Date 15/02/2024 Received from THANE, Mobile number 9821116353, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R.Thane 10 of the District Thane. **Payment Details** Date **Bank Name** SBIN 15/02/2024 REF No. 404627585901 Bank CIN 10004152024021517284

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

Department of Stamp & Registration, Maharashtra								
Receipt of Document Handling Charges								
PRN 0224159118486 Date 15/02/2024								
Dag.,	om THANE, Mobile number 9821		CONDITATION AND COLD Designation					
	Handling Charges for the Docume S.R.Thane 10 of the District Than Payn		(ISAKITA) in the Sub Registrar					
	S.R.Thane 10 of the District Than	ne.	15/02/2024					







# CHALLAN MTR Form Number-6



GRN	MH015707615202324E	BARCO	DE NIMI		11111111111111111	1 (1 310(E)   D) () I	IIIII Dat	te 15/02/2	2024-17:4	44:16	For	m ID	2	5.2	
Depart	ment Inspector Genera	I Of Registra	tion	•		Payer Details									
Tuna	Stamp Duty  f Payment Registration I					TAX ID / T	AN (If Any)								
Type o	r Payment Tregistration i	66				PAN No.(If	Applicable)	GHVP\$49	04P					•	
Office I	Name THN10_THANE	T/10 L 01 OV	SUB REG	ISTR		Full Name		MANASV	EE SUN	IL SA	RAF				
Locatio	on THANE		-		-										
Year	2023-2024 One	Time		•		Flat/Block	No.	FLAT N	IO.302,3	RD	FLO	OR,D	-WIN	G,HIR	RACO
<u>-</u>						Premises/	Building	EMINENC	E PHAS	E-I					
	Account Head [	Details		Amour	nt In Rs.		<u>-</u>	•							
003004	6401 Stamp Duty			27	8200.00	Road/Stre	et	BEHIND	KASHIMI	RA P	OLIC	ESTA	NOIT	1	
003006	3301 Registration Fee			3	30000.00	Area/Loca	lity	MIRA RO	AD EAST	T,TH/	NE				
						Town/City	/District								
	:		,			PIN				4	0	1	1	0	7
	<u></u>				_	Remarks (	lf Any)	-	,	_					
	PAC .				_	PAN2=AAKFK9089R~SecondPartyName=KASHIMIRA CERAMIC									
	50 3					PRODUCT	S LLP-								
₹308	3200.00											•			
THE REAL PROPERTY.					·										
Branch C.	FACE				-	Amount In	Three La	kh Eight Th	ousand	Two I	Hundi	ed Ru	pees	Only	
Total				3,08	3,200.00	Words									
Paymen	it Details IDE	BI BANK				FOR USE IN RECEIVING BANK					_				
· · ·	Ohequ	e-DD Details	3			Bank CIN	Ref. No.	6910333	2024021	5210	74 28	35390	5926	•	
Cheque/	DD No.					Bank Date	RBI Date	15/02/202	24-17:45	:37	N	ot Ver	ified v	vith R	:BI
Name of	Bank					Bank-Branch IDBI BANK				1					
Name of	Branch					Scroli No.,	Date	Not Verif	ied with	Scrol	T SU	B-REG			
Department ID : NOTE:-This challan is valid for document to be registered in Sub Regis रादर चटान केवठ दुरराम मिवंशक कार्यात्यसात मोदंगी करावसाच्य दस्तार गापी :					irar office o गाठी लागु उ	पह , मारणा	5058 19 कराव 19 क्राव	SEALES	Mobile door a door a door a door a door	dmei	5100 85. 11. 10. 10. 10. 10. 10. 10. 10. 10. 10.	を	THAME NO.	6353	
Challan Defaced Details						90			* 0	हास्यमेव जि. र डी. र	510)	\ */	[ <del>]</del>		
Sr. No.	Remarks			cement N			ment Date	<del></del>	Jserld		Def	acem	ent A		$\dashv$
1	(iS)-337-2880	0008307216202324			324	15/02/20 	24-20:37:27	IGR119 30000.00				0.00			



# CHALLAN MTR Form Number-6



GRN MH015707615202324E BARCODE	015707615202324E BARCODE				14:16 F	Form ID	25,2	<del></del> 2
Department Inspector General Of Registration			Payer Deta	ils			<del></del>	
Stamp Duty Type of Payment Registration Fee	TAX ID / TAN (If Any)							
	PAN No.(If	Applicable)	GHVPS4904P	_			·	
Office Name THN10_THANE NO 10 JOINT SUB REG	ISTR	Full Name		MANASVEE SUNI	L SARA	4F		
Location THANE	ocation THANE							
Year 2023-2024 One Time		Flat/Block	No.	FLAT NO.302,3	RD F	LOOR,D	-WING,	HIRACO
		Premises/I	Building	EMINENCE PHAS	E-I			
Account Head Details	Amount In Rs.			1				
0030046401 Stamp Duty	278200.00	Road/Stree	et	BEHIND KASHIMII	RA POL	LICE STA	TION '	•
0030063301 Registration Fee	30000.00	Arėa/Local	lity	MIRA ROAD EAST	,THAN	E		
		Town/City/District						
		PIN			4	0 1	1	0 7
		Remarks (I	f Any)					<u>.</u>
		PAN2=AAK	FK9089R~	SecondPartyName=	KASHIN	MIRA	CE	ERAMIC
I		PRODUCTS	S LLP~					
		Amount In	Three La	kh Eight Thousand	Two Hu	indred Ru	pees O	nly
Total	3,08,200.00	Words						
Payment Details IDBI BANK	FOR USE IN RECEIVING BANK							
Cheque-DD Details		Bank CIN	Ref. No.	69103332024021	521074	285390	5926	
Cheque/DD No.	,	Bank Date	RBI Date	15/02/2024-17:45	:37	Not Ver	ified with	h RBI
Name of Bank		Bank-Branc	h	IDBI BANK		1		***************************************
Name of Branch		Scroll No. , I	Date	Not Verified with	Scroll			

Department ID : Mobile No. : 9821116353 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुरसम निबंधक कार्यालयात नोंदणी करावसाच्या दस्तांसाठी लागु आहे . नोंदणी न करावसाच्या दस्तांसाठी सदर चलन लागु नाही.

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# SALE DEED

SALE DEED is made and executed at Mira Road(East), Tal: & Dist:Thane, on this 15th day of February-2024

# BETWEEN

# M/S. KASHIMIRA CERAMIC PRODUCTS LLP(PAN No.AAKFK9089R)

(Formerly known as Kashimira Ceramic Products Pvt.Ltd.)a Limited Liability Partnership Firm registered & Incorporated pursuant to section 58(1) of the Limited Liability Partnership Act, 2008, having office at Kashimira Ceramic Products LLP, Behind Kashimira Police Station, Off: Western Express Highway, Kashimira, District Thane-401107 hereinafter called "THE PROMOTERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the said firm, its partners from time to time and their respective legal heirs, executors, administrators and assigns to the IRST PART, on Sub-Received

1) MANASVEE SUNIL SARAF Through Constitute Attorney MEENA SUNIL SARAF

2) MEENA SUNIL SARAF

(PAN No.AAQPS5131A)

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Both Adults, Indian Inhabitants having address at B/402, Sterling Court, Near Maheshwari Nagar, Cakala MIDC, Andheri(East), Mumbai-400093 hereinafter called "THE PURCHASERS" (Which expression shall unless repugnant to the context or meaning thereof be deemed to include their heirs, executors and administrators) of the Other Part;

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WHEREAS by and under an Agreement for Sale Dated 29-12-2020, entered between M/S.KASHIMIRA CERAMIC PRODUCTS LLP(formerly known as Kashimira Ceramic Products Pvt.Ltd.)a Limited Liability Partnership Firm registered & Incorporated pursuant to section 58(1) of the Limited Liability Partnership Act, 2008, having office at Kashimira Ceramic Products LLP, Behind Kashimira Police Station, Off:Western Express Highway, Kashimira, District Thane-401107 referred to as "the Promoters" therein and 1)MANASVEE SUNIL SARAF 2)MEENA SUNIL SARAF referred to as "the Purchasers" therein and the said M/S. KASHIMIRA CERAMIC PRODUCTS LLP agreed to sell to 1)MANASVEE SUNIL SARAF 2)MEENA SUNIL SARAF agreed to purchase from M/S.KASHIMIRA CERAMIC PRODUCTS LLP the FLAT NO.302/D-WING ON THE THIRD FLOOR OF BUILDING KNOWN AS HIRACO EMINENCE PHASE-I(formerly known as Tanvi Eminence Phase-I) situated at BEHIND KASHI MIRA POLICE STATION, MIRA ROAD(EAST), THANE-401107 hereinafter referred to as the "said flat") at the price and on the terms & conditions mentioned therein and whereas the said M/S. KASHIMIRA CERAMIC PRODUCTS LLP admitted and confirmed that no amount is due and payable by 1)MANASVEE SUNIL SARAF 2)MEENA SUNIL SARAF in respect of purchase of said flat and 1)MANASVEE SUNIL SARAF 2)MEENA SUNIL SARAF herein

hat taken actual resession of the said far and till this day are in occupation of the

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AND WHEREAS M/S.KASPINGTRAMIC PRODUCTS LLP herein had vide Agreement for Sale Dated 29-12-2020, agreed to transfer, assign & sell their rights, title & interest in respect of the said flat to 1)MANASVEE SUNIL SARAF 2)MEENA SUNIL SARAF at and for the Lump Sum Consideration of Rs.30,91,675/= (Rupees Thirty Lakhs Ninety One Thousand Six Hundred Seventy Five only) and 1)MANASVEE SUNIL SARAF 2)MEENA SUNIL SARAF have paid to M/S.KASHIMIRA CERAMIC PRODUCTS LLP the sum of Rs.30,91,675/= (Rupees Thirty Lakhs Ninety One Thousand Six Hundred Seventy Five only) to the said M/S.KASHIMIRA CERAMIC PRODUCTS LLP hereby admitted and confirmed that no Amount is still due and payable by the Purchasers in respect of purchase of the said flat as per the said Agreement for Sale Dated 29-Mouralanat

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WHEREAS, 1)MANASVEE SUNIL SARAF 2)MEENA SUNIL SARAF have paid Stamp Duty with Penalty payable on the said Agreement for Sale Dated 29-12-2020 as per the Prevailing Market Value but not registered as required under Indian Registration Act, 1908.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS AND IT IS HEREBY AGREED BY & BETWEEN THE PARTIES AS FOLLOWS.

- 1. In consideration of *Full & Final Payment* of Rs.30,91,675/=(Rupees Thirty Lakhs Ninety One Thousand Six Hundred Seventy Five only) paid by 1)MANASVEE SUNIL SARAF 2)MEENA SUNIL SARAF as per the Agreement for Sale Dated 29-12-2020 of the said flat, the Promoters agreed, transferred, assigned, sold & conveyed the FLAT NO.302/D-WING ON THE THIRD FLOOR OF BUILDING KNOWN AS HIRACO EMINENCE PHASE-I(formerly known as Tanvi Eminence Phase-I) situated at BEHIND KASHI MIRA POLICE STATION, MIRA ROAD(EAST), THANE-401107 to the Purchasers.
- 2. The Amount of Full & Final Consideration being Rs.30,91,675/=(Rupees Thirty Lakhs Ninety One Thousand Six Hundred Seventy Five only) being paid/adjusted on or before the execution of Agreement for Sale Dated 29-12-2020

a) On execution of these presents the Promoters has already handed over vacant possession of the said flat to the Purchasers along with application for the share in the name of the Purchasers of 2028

- 3. The Promoters hereby already transferred, assigned, sold, convey transferred sed their rights, title & interest in the said flat in favour of and unto the Purchasers on receipt of full & final payment of the consideration amount as referred herein above.
- 4. From the date of execution of this Agreement for Sale, the Promoters have ceased their any right, title & interest of the said flat and that the Purchasers shall be absolute owner of the said flat.
- 5. The Promoters declare that they have not mortgaged the said flat to any Financial Institution and/or Banks.
- 6. The Promoters further declare that they have not entered into any Agreement with any person or persons in respect of the said flat.

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- 7. The Promoters shall sign all forms in favour of the Purchasers including forms for transferring of the share certificate in favour of the Purchasers and other forms, undertaking, required by the 'said HIRACO EMINENCE PHASE-I for the sale of the said flat in favour of the Purchasers.
- 8. The Promoters agrees to sign any other documents, papers, writings in the prescribed form, any application letter to the said society for the purpose of the transferring the said flat in favour of the Purchasers and to enable the Purchaser to have clear title of the said flat.
- 9. The Purchasers agree to bear the transfer fees that will be levied by the Society/Builder for the purpose of transferring the said flat in favour of the Purchasers.
- 10. The Promoters declare that now there are no dues payable to the said Society/Builder/Municipality till the date of the execution of Agreement for Sale Dated 29-12-2020 and the Promoters have cleared the same and in the event it is found that any dues of the Society/Builder/Municipality till the date of this Agreement for Sale.
- 11. From the date of the possession herein after the Purchasers shall pay the requisite dues and all dues of the said Society/Municipality and the Promoters shall not be liable to pay any dues in respect of the said flat.
- 12. As provided in this Agreement for Sale and subject to the full payment of consideration amount herein above mentioned the Promoters have put the Purchasers into vacant, peaceful possession of the said flat and handed over the keys of the said flat to the Purchasers and the Promoters further declare that there

13. The Promoters further designs the said flat is not under attachment from any Court in Indian and Indian or many ction restraining the Promoters from transferring selling the said flat has been granted by any court.

- 14. The Promoters also declare that the said flat is not attached by the Income Tax authorities for payment of their dues and the Promoters shall indemnify and shall keep indemnified the Purchasers in respect of dues if any payable to the legal and/or public bodies and/or Central or State Government in respect of the said flat.
- 15. The Promoters declare that the said flat is free from all encumbrances.
- 16. The stamp duty & registration charges of this Agreement will be borne by the Purchasers as mutually agreed.

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- 17. The Promoters shall give necessary permission for transferring said flat in favour of the Purchasers.
- 18. The Promoters hereby declare that the Purchasers are the full & absolute owners of the said flat and they have right to sell & dispose of the said flat.
- 19. This Agreement shall always be subject to the provisions of Maharashtra Ownership Flat & Shop (Ceiling & Regulations) or promotion of construction sale, management and Transfer Act, 1963, and the rules made there under.

# :THE SCHEDULE OF THE PREMISES REFERRED TO ABOVE:

Residential Premises being FLAT NO.302/D-WING admeasuring area 60.90 SQ. MTS. (CARPET AREA) equivalent to 655.52 SQ. FT. (CARPET AREA) ON THE THIRD FLOOR OF BUILDING KNOWN AS HIRACO EMINENCE PHASE-I(formerly known as Tanvi Eminence Phase-I) situated at BEHIND KASHI MIRA POLICE STATION, MIRA ROAD(EAST), THANE-401107 ON ALL THAT PIECE OR PARCEL of land or ground lying being and situated at Village Mira and within the limits of Mira Bhayander Municipal Corporation and in the registration district and sub-district of Thane and bearing Old Survey No.66/4P, New Survey Being No. 84/4C, and Old Survey No.63/P New Survey No.81/7, 81/15 Plot no. 1 and 81/16 C.T.S.No.1442 to 1446, 1491 to 1511, 1586, 1589 to 1600, 1629, 1630, 1646 to 1652, 1792, 1882 and 1829

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IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS ON THE DAY AND YEAR FIRST HEREINABOVE WRITTEN. SIGNED AND DELIVERED BY THE Within named PROMOTERS M/S. KASHIMIRA CERAMIC PRODUCTS LLP Through its Partner MR. DHAVAL K. DARJI In the presence of SIGNED AND DELIVERED BY THE Within named PURCHASERS 1) MANASVEE SUNIL SARAF Through Constitute Attorney **MEENA SUNIL SARAF** fleenala 2) MEENA SUNIL SARAF In the presence of ट न न ७ दस्त क. १८८०/२०२४ 20

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मुद्राक जिल्हााधकारी कार्यालय, ठाणे शहर अभय योजनाः२०२३% 💎 🕾 .62-86 /2023-24 े दिनांक 23/<u>६1/20</u>24 v**महाराष्ट्र शासन**्महसुल..व वन विभाग यांचे कडील शासनःआदेश क्रमांक मुद्रांक 2023/ प्र.क. 342/ म-1 (ध्रोरण) दिनांक 07 हिसैबंर 2023 अन्वये श्री/श्रीमती पार्व विकास विकास का भारत है। .सांनी अभय थोजना २०२३ स्हारये त्यादर केलेले नोंदणीकृत/अनोंदणीकृत।अकासमा क्षारचे सुद्रांक पुल्केन्स्वन शाङ्कों Maharas नोंदणी फी स्वत the reper Start स्थावरीन ्रसुह्रांक्ष अद्भक्त त्र दंड रक्कमेस 100% समन्त्र हो हो आहे. त्रा सहर प्रकरण दिनांक ™**ार/12/2000** जुर्जीचे∞क्षरस्याने ःमहाराष्ट्र•प्सुद्रांक अधिनियमाचे कलम **39** his आनंतर्व रिक्षेसर भुद्राकृति केला असिट्या वे॰ प्रामीणीता/ करणेत येत्र आहे ce - Thane . ठिकाण **- ठाणें निर्माक** १६. सुद्रांक जिह्न

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impounded u/s 33 of Maharashtra Stamp Act

# AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made on this 29th day of DEC 2020

## **BETWEEN**

"KASHIMIRA CERAMIC PRODUCTS LLP" (formerly known as Kashimira Ceramic Products Pvt. Ltd.), a Limited Liability Partnership registered pursuant to section 58(1) of The Limited Liability Partnership Act, 2008, and having its office at Kashimira Ceramic Products LLP, Behind Kashimira Police Station, Off. Western Express Highway, Kashimira, District Thane, hereinafter referred "OWNERS/PROMOTER" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its administrators and permitted assigns) of the "ONE PART"

**Amnesty Scheme 2023** SR No. 6286 2023

AND PAGE No.

MANASVEE SUNIL SARAF (PAN CARD NO.GHVPS4904P) AND MEENA SUNIL SARAF (PAN CARD NO. AAQPS5131A) having his/her/their address for the purpose of these presents at B/402, Sterling Court, Near Maheshwari Nagar, Chakala MIDC, Andheri (East), - 400093 hereinafter called the "PURCHASER/ ALLOTTEE/S/" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heir/s, executor/s, administrator/s and permitted assign/s and in case of a partnership firm, the partnership partner for the time being of the said firm the survivors and the heir/s, executor/s and administrator/s of the last survivor/articles of the last survivor of the last sur an HUF, the members of the HUF from time to time and the last suff ling member of the HUF and the Heir secutor s, administrator land permitted assign/s of such last surviving member of the copercery and survivor/s of them and the hearts, executor/s, administrator sand assign/s of the last survivor/s of them and in case of a trust the frisher for the time being and from time to time of the trust and the survivor or survivors of them and the heir/s, executor/s and administrator/s of the last surviving Trustee and his of her assign/s and in case of a body corporate/company its successor/s and permitted assign/s) of the "OTHER PART".

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A. By virtue of a Deed of Conveyance dated 5th October 1961, registered with the Office of the Sub-Registrar of Assurances at Bombay under Sr. No. BOM/R/8102/1961 of Book No.1 executed between one Kantaben Amidas Gandhi therein referred to as the Vendor and Chimanlal P Shah being the Confirming Party therein and Kashimira Ceramic Products Private Limited (now known as Kashimira Ceramics Products LLP) therein referred to as the "Purchaser" and hereinafter referred to as the Owner/Promoter read with Deed of Rectification dated 4th day of August 1976, duly registered with the Sub-Registrar of Assurances at Bombay under Sr. No. BOM/R 1007/1976, the Promoter herein is owned, possessed and well and sufficiently entitled to as Owner to all that piece and parcel of land bearing old survey No. 66/4P, new Survey being Survey no. 84/4C, and old Survey No. 63/P, New Survey being Survey no 81/7, 81/15 plot no.1 and 81/16 admeasuring in aggregate about 17,200 Square yards equivalent to 14,302.50 square meters corresponding to C.T.S. Nos. in tabular form below in the Registration District of Thane with the structures standing thereon situate at Village Mira, Taluka and District Thane more particularly detailed in the below and hereinafter referred to as "Larger Property 286 2023

The Promoter herein was initially incorporated as a private limited company. Later, the shareholders of the company, vide Resolution dated 11th May 2010, passed at their meetings, unanimously agreed and consented to the conversion of the company into a limited liability partnership under Part X of the Limited Liability Partnership Act, 2008, and agreed to adopt a LLP Agreement interalia providing for their respective rights, powers, duties and obligations and the management, operations and activities of the said firm. The Registrar, by a Certificate of Registration on Conversion dated 12th November 2010, bearing LLP identity No. AAA-2782 of 2010, has certified the registration and incorporation of Kashimira Ceramic Products LLP;

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D. The title of the Promoter to the said Project is clear and marketable as per certificate of title dated 18th October 2010 issued by Mr. Amar Khanna, Advocate & Solicitor of the Owners, the copy whereof is annexed hereto and marked as Annexure "I". Furthermore, the name of M/s. Kashimira Ceramic Products LLP is appearing in the column of ownership/holder in Property Register Card in respect of the said Project. Copies of P. R. Cards of the said Project are annexed hereto and marked as Annexure "I-a" hereto;

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- E. The Promoter is in possession of the Larger Property inter alia other adjoining properties ("the Whole Project") and intends to develop the Larger Property in a phase wise manner as appearing hereinbelow;
- F. The Promoter has disclosed to the Purchaser/s the designated /proposed use of the various buildings/structures/towers/wings on the Larger Property inter alia specifying and identifying the Whole Project, the Real Estate Project (defined below), the Other Residential Exclusive Amenities (defined below) and the Residential Exclusive Amenities (defined below) and the phase/s in which the Promoter proposes to develop the Whole Project by utilizing the Full Development Potential ("Approved Layout With Phasing/User Superimposed" or "ALPS") and the approved layout hereof is annexed to this Agreement as Annexure "II".
- G. The Purchaser/s has/have also perused copies of the section plans ("Draft Plans") as designed by Architect Dilip Mewada & Associates, to be submitted by the Promoter for approvals to Mira Bhayander Municipal Corporation ("MBMC") which is annexed to this Agreement as Annexure "III".
- H. The ALPS annexed as Annexure "II" hereto discloses inter-alia,-

(a) The Real Estate Project (defined seignings) schiefte 2023 common areas, facilities and amenities No. 6286 2023

has also earmarked a portion of land on the Larger Property for future development as hatched in blue lines in the plans annexed hereto and marked as Annexure "II (a)" ("Land Earmarked For Future Development") on which the Promoter proposes to develop a building(s)/wing(s) for such residential/-residential use as the Promoter may in its sole discretion deem fit and as permitted under the DCR.

- (c) The Other Residential Component (if, any) proposed to be developed as part of the Mole Project, was bell provided with certain common areas, facilities and amenities ("Other Residential Exclusive Amenities") and which shall be made available to and usable by person(s) as the Promoter may in its sole discretion deem including the allottees of the Other Residential Component, and, shall not be available to the Purchaser/s or any other allottees/occupants of Units/flats in the said Project.
- (d) The residential buildings/structures/towers/wings along with its common areas, facilities and amenities on the Land Earmarked from and out of Larger Property for future development shall hereinafter be referred to as the "Residential Component" and the portion of the Larger Property upon which the Residential Component (if any) is developed and/or shall be developed in such manner as the

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Promoter may in its sole discretion deem fit and such areas as may be designated as such by the Promoter are hereinafter referred to as the "Residential Portion of the Larger Property".

- (e) On the Larger Property including the Residential Portion of the Larger Property and the Land Earmarked For Future Development, the Promoter also proposes to develop certain common areas, facilities and amenities which shall be for the exclusive use of such person(s) as the Promoter may in its sole discretion deem fit including the Purchaser/s/ occupants of such non - residential buildings/ structures/ towers/wings and such common areas, facilities and amenities shall not be available for the use by the Purchaser/s of the Real Estate Project and the Other Residential Component ("Residential Exclusive Amenities").
- (f) The scheme and scale of development proposed to be carried out by the Promoter on the Larger Property shall be in accordance with applicable law as amended from time to time.
- I. The Dy. Collector and Competent Authority, Thane, being the Competent Authority, appointed under the U. L. C. Act, has also by its order dated 25th October 2007, ordered that the said Company is not a surplus land Holder with respect to the said Project. The said Company, being desirous of developing the said Project has already obtained the NOC on 23<sup>rd</sup> March 2010 from the Office of the Labour Officer for development of the subject property. Similarly, the Mira Bhayandar Municipal Corporation has on 15th July 2010, permitted the construction to be carried out on the said Project by the said Company upon the terms and conditions therein contained;

J. The Promoter has entered into a prescribed agreement with Architect, registered Sub-Horizouncil of Architects, Contractors and also appointed Structural Linguineers for preparing structural designs, drawings and specifications of the said Project and the Hurchaser/specific the Projectsional supervision of the said Architect and the said Structural Engineers (or any replacements / Substitutes thereof) Historical Engineers (or any replacements / Substitutes (or any replacements / Substitutes / Substitu

- C. The Promoter had submitted layouts and plans to the MBMC, for the development of the said Real Estate Project and have received the folloWing D pprovals:
- i) Commencement Certificate ("CC") bearing no. 1942/2012-13 dated 06/08/2012 which was amended from time to time by MBMC and the latest amendment being as on 12/09/2018. A copy of the latest amended CC is hereto marked and annexed as Annexure-"II",
- ii) Plan of the Layout as approved by the MBMC, a copy of which is hereto marked and annexed as Annexure-"II";

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- iii) Draft plan designed by Architect Dilip Mewada & Associates, a copy of which is hereto marked and annexed as Annexure III;
- L. Accordingly, the Promoter has, inter-alia, commenced construction of a residential cum commercial complex comprising of 5 buildings namely A, B, C, D and E comprising of 10 floors consisting of Flats, shops, offices, garages, car parking spaces, terraces, hoarding spaces, etc. and proposes to construct further levels upto 18 floors or more by utilizing TDR and to be known as HIRACO EMINENCE PHASE I (formerly known as Tanvi Eminence) over a portion of the Larger Property more particularly detailed in Second Schedule and hereinafter referred to as the "said Project". The Promoter shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Project as whole or parts thereof;
- M. Pursuant to commencement of construction in the year 2010, the Promoter have booked/allotted/sold various flats/proposed flats, units/proposed units, shops/proposed shops, offices/proposed offices etc. upto 18th floor or more to various allottees in the said Project and entered into various Allotment letter/ Sale agreement/ Agreement to sale accordingly. However, construction of the said Project was stalled due to unaccountable events against the Promoter and internal disputes between the then existing partners of the Promoter;
- N. Aggrieved by the delay in possession of the allotted/booked/proposed/sold flats, various allottees in their individual capacity and as association filed complaints jointly and/or severally against the Promoter before the Maharashtra Real Estate Regulatory Authority, Mumbai under respective Complaint Nos. praying for possession of their respective flats/units and compensation in terms stated thereof;
- O. Consequently, due process of RERA was adhered to, both the sides were heard and consent terms, were filed between the Complainants and the existing partners of the Promoters whereby interalia Promoter was directed to execute and register Agreement for sale with all the Complainants having allotment letters and/or payment receipts. Likewise, one of the existing partners of the Promoter being Mr. Dayablai Sutterior pought out stakes of other partners in order to complete construction of the said Project and to facilitate proper development thereof.
- P. Vide various orders passed by Shri. Gautan Challenge Chairperson, MahaRERA, various consent terms arrived as aforesaid was ruled in favour of the Complainants of the Promoter in accordance with the terms and conditions mentioned therein.;
- Q. In order to give effect to the terms of the aforementioned orders the continuing partners of the Promoter firm has formally executed Deed of Admission cum Retirement of Partners dating the effective date under the consent terms being 25th January, 2018;

R. The said Project now known as 'HIRACO EMINENCE - PHASE I' is presently being developed as a phase of the Whole Project

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Amnesty Scheme 2023
SR No. 6286 2023
PAGE No. & YV

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and proposed as a "real estate project" by the Promoter and is registered as a 'real estate project' ("said Project/the Real Estate Project") with the Maharashtra Real Estate Regulatory Authority ("Authority"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("RERA/ said Act") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("RERA Rules") and the other Rules, Regulations, Circulars and Rulings issued thereunder from time to time. The Authority has duly issued the Certificate of Registration no. P51800008105 dated 18/08/2017 hereto annexed and marked as Annexure "IV".

- S. This Agreement relates only to Wing D of the Real Estate Project which as per the current approved plan comprises of stilt + ground + ten upper floors and is further proposed to be constructed upto Twelth upper floors or more as per section plans annexed hereto as Annexure "III" (hereinafter called the "said Wing/said Building"). It is duly informed to the Purchaser(s) that the Promoter has proposed to construct upto Twelth upper floors or more over and above current approved plans of ten upper floors by utilizing the TDR or by submitting the plan of common layout for developing the said Project with adjoining land/plots. The Purchaser(s) has/have given its no objection/informed consent for the same to the Promoter under consent terms and hereby further acknowledges the same. The Purchaser(s) have also been informed that the habitable floors of the said Wing may be registered and developed, independent of the common areas and facilities of the Wing D nd/or Building and limited common areas and facilities that may be provided in the Project, in separate phase with separate timeframe;
- T. The Purchaser/s has/have demanded inspection/information from the Promoter and the Promoter has granted inspection of the folloWing Documents and information to the Purchaser/s and/or the Purchaser/s's Advocates/consultants:

All title documents by which the Promoter has acquired right, title sman terest to develop the Larger Property;

All the mapper of and sanctions of all relevant authorities for Nevelopment of the Larger Property, Real Estate Project and the Whole Project including lawout plans building plans, floor plan, change of user etc. In the documents as required under Section patinissions, TOD, Cs, Traffic NOC, MOEF EC NOC

· . . (iii) All the documents mentioned in the Recitals hereinabove;

(iv) Title Certificate;

> Authenticated copies of the Property Register Cards for the (v) Larger Property;

U. Prior to execution of this Agreement, the Purchaser/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Project, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the said Project,

6 Hernaharat Amnesty Scheme 2023



and the Larger Property, and such title being clear and marketable; (ii) the approvals and permissions (including IOD and CC) obtained till date and (iii) the Promoter's entitlement to develop the said Project, and the Larger Property and construct the Real Estate Project under various provisions of the Development Control Regulations for Greater Mumbai, 1991 as may be amended from time to time ("DCR") and applicable law and sell the Flat/Unit therein. The Purchaser/s hereby undertake(s) not to hereafter raise any objection and/or make any requisitions with respect to the title of the Promoter to the said Project/Larger Property. The Purchaser/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Purchaser/s has/have the financial capability to consummate the transaction.

V. The Purchaser/s has/have, prior to the date hereof, examined a copy of the RERA Certificate and has/have caused the RERA Certificate to be examined in detail by his/her/its/their Advocates. The Purchaser/s has/have agreed and consented to the development of the Real Estate Project. The Purchaser/s has/have also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has/have understood the documents and information in all respects.

W. The Promoter has sole and exclusive right to sell the flats/units in the said Project and buildings to be constructed by the Promoter on the said Project and to enter into Agreement/s with the allottee(s) of the flats/units to receive the sale consideration in respect thereof;

X. The Promoter is required to deposit the consideration of the said Unit/said Flat into the designated RERA account opened by the Promoter with the bank/financial institutions and the Promoter confirms that he will adhere to the terms, reference regulations and will deposit the tolks from of the consideration amount into the designated account:

Y. The Purchaser/s hereby acknowledge/s and a Promoter or his nominee or his assignee shall be entitled to utilize the FSI (Floor Space Index) on any other benefits such as to the use of Transfer of Development Rights or any addition incremental FSI or additional/incremental TDR or any additional/ incremental benefits under any name as may be available under the prevailing old DCR/new DCR and/or other applicable provisions of law from time to time by constructing additional floors on the existing building and/or construction of one or more new buildings within the said Project/said Project or use or sale of FSI or TDR available in respect of road widening, set back, reservations or due to any reasons as per the old DCR/new DCR or due to amendment to any of the government policies and the regulations available on the said Project in respect of the said Project irrespective of execution of conveyance in favour of the society for the period of 8 years as agreed under the consent terms or such years as informed by the Promoter. The FSI/TDR of any nature whatsoever available at present of in future and/or additional construction shall always be the property of the Promoter who

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 Amnesty Scheme 2023

 SR No.
 62.86
 2023

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shall be at liberty to use, deal with, dispose of, sell, transfer etc. in the manner the Promoter chooses and the Purchaser/s agree/s not to raise any objection and/or claim reduction in the price and/or compensation while putting such additional construction as mentioned above & hereby provides consent for the same. The Purchaser/s shall not have any rights of whatsoever nature in the said additional TDR or FSI or such additional construction and there shall not be any hindrance from the side of the Purchaser/s for the construction activities.

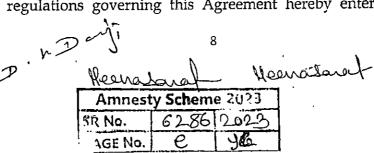
Z. The Purchaser/s herein is desirous of purchasing Flat/Unit no 302, on the Third Floor, in Wing D, admeasuring 60.90 sq. mtrs. carpet area, as per the said Act constructed/proposed in the said Project along with amenities attached in the said Project ("said Flat/Unit") alongwith parking space No. \_\_\_\_\_ in the Podium/under Stilts/open to be allotted by the Promoter to the Purchaser. The said Flat is sold alongwith exclusive right to use covered/open car parking space no. \_\_\_\_\_ more particularly described in the Third Schedule hereunder and shown on the draft floor plans hereto annexed and marked as ANNEXURE "V" together with amenities and facilities as set out in ANNEXURE "VI" hereto hereinafter for brevity's sake (wherever applicable) referred to as the said Flat// Unit";

AA. The Purchaser/s hereby agree/s and confirm/s with the Promoter that the Promoter and/or their nominees or assignees shall have right to use and enjoy at all times all the facilities that may be finally provided by the Promoter including but not limited to common pathways, recreation facility, storm water drains, sewage treatment plant, limited common area facilities, sewerage lines, electricity — cables, electrical meters and "panel rooms, underground and overhead tanks, water pipe lines, pump room and auxiliary tanks, common lighting, servants common toilets, lifts, Lift Machine Rooms and all such other facilities the nature, extent and description of which common/limited/restricted common areas and facilities forming part of the said Project and

more particularly signatured in the Fourth Schedule below.

Proof to the execution the Agreement, the Purchaser has paid to "RASHIMIRA ERAMIC PRODUCTS LLP", the Promoters herein a sum of Resignation of Rupees Thirty Lakhs Ninety One Trousand Six Hungrid Seventy Five Only) Vide Cheque bearing No dated the drawn of the bearing Full Payment of the payment and receipt whereof the Purchaser as Full Payment (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and based on the condition that the Purchaser's shall not be entitled to put up any sign boards on the external Glass facia of the building, nor the Purchaser shall be entitled to cover up the terrace / garden area, even after the society of all the Flat/unit/shop/office Purchasers is formed and such society or the local authority gives approval for the covering of such areas.

CC. The Purchaser is well aware of the construction stage of the said Project and hereby acknowledges that the proposed said Flat/Unit is at approval stage and is certain and mindful of the norms and regulations governing this Agreement hereby entered into. The





Purchaser confirms that he/she/it shall nor create any dispute/claim neither will held Promoter liable for any of the shortcomings or mishaps or unaccountable events that may occur on account of approvals not being in place for the proposed said Flat/Unit as per the prevalent laws or new laws or height restrictions etc. However, the Promoter agrees that he shall compensate the Purchaser in an event whereby construction of the said Flat/Unit is impossible in a manner as mutually agreed between the Parties. Thus, it is on the insistence of the Purchaser and in compliance of various orders passed by MahaRERA, the Promoter is hereby agreeing to enter in to this Agreement solely at the cost and consequence of the Purchaser/s.

DD. The Parties relying on the confirmation, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws and the Purchaser/s, having perused all the necessary documents, deeds and writings related to title of the Promoter to the said Project and the said Project along with all other documents as specified in the said Act and under this Agreement, and after being fully informed and satisfied about the same, as also about the status, approvals, sanctions and the plans in respect of the said Wing, is/are desirous of purchasing from the Promoter the said Flat/Unit on the terms and conditions and the consideration specified hereinafter;

EE. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the said Flat/ Unit alongwith right to use Nil no. of covered/open car parking space.

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

# 1. INTERPRETATION

Agreed, recorded and declared that the recitals contained hereinabove shall form integral part of this Agreement a strike same are set out and or reproduged and of incorporated herein and shall be treated as contract between the parties before. The recitals contained above shall form integral and operative part of this agreement as if the same were set out and incorporated in the operative part.

In this Agreement, unless the context otherwise incorporated in the expressions defined hereunder shall have the respective mental assigned to them (i) The singular wherever used shall include plural and vice versa; (ii) The masculine gender used herein shall include the feminine gender and/or the neutral gender wherever applicable; (iii) Heading to Clause, Sub-Clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the schedules, and shall be ignored in construing the same.

## 2. AGREEMENT:

2.1 The Promoter shall construct the said Wing D nd/or Project on the said Project in accordance with the approved plans,

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Amnesty Scheme 2023 SR No. 62%6 2026 PAGE No. 90 46

specifications, designs and elevations as approved/ altered/amended by MBMC/ concerned local authority from time to time. The Promoter has disclosed to the Purchaser that till date plans for floors from eleventh to Eleventh th or more (as the prevalent rules and regulations governing development of the said Project) of the said Wing/ said Project is under formulation (draft of which is annexed hereto) and will eventually be submitted to the concerned authorities for approval. The Purchaser hereby acknowledges the said fact and grants its irrevocable consent to the Promoter to make such amendments, alterations, modifications and/or variations with respect to the said Flat/Unit as the Promoter in its sole discretion deems fit provided that the area of the said Flat/Unit agreed to be purchased by the Purchaser/s is not reduced. Prior to the execution of these presents, the Promoter has given the Purchaser/s an express notice of the rights reserved and retained by the Promoter for themselves as well as for their nominees and assigns. The Promoter is at liberty to make such amendments, alterations, modifications and/or variations including but not limited to increase in number of levels/floors in particular wing/building, or by way of Additional wing/s to the said Wing, touching or nontouching as the Promoter may consider necessary or expedient for productive implementation or for the purpose of usage of TDR/FSI or any other Scheme or Project formulated/floated at present or in future by Central / State Government or MBMC or any other authority or for compliance of any Act, Rule or Regulation, as may be amended from time to time or as may be required to be made by the concerned local or any authority/the Government to be made in the layout and the buildings to constructed thereon or any of them. Therefore, the

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Purchase of the Proposer for constructing and disposing off as they to the Promoter for constructing and disposing off as they deem fit any other additional structures that they may deem fit to build as per the prevailing rules and regulations and/or as amended from time to time in this behalf by the MBMC or other authorities concerned on the said Property. The Purchaser/s agrees not to obstruct and/or raise any objection whatsoever and/or interfere with the Promoter, their nominees or assigns for carrying out amendments, alterations, modifications, variations and/or additions as aforesaid so long as the area of the said Flat/Unit agreed to be purchased by the Purchaser/s is not reduced. The Promoter shall obtain a prior consent in writing of the case of any variations Purchaser/Allottee in Honaland Heenaharat

Amnesty Scheme 2023

SR No. 6286 2028

PAGE No. 99 94

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modifications resulting in reduction of the area of the said Flat, except any alteration or addition required by any Government authorities or the Municipal Corporation or any other Authority, in accordance with the said Act or due to change in any other law in force or in retrospective.

#### 3. CONSIDERATION:

3.1 The Purchaser/s hereby agree(s) to purchase and acquire from the Promoter, and the Promoter hereby agree(s) to sell to the Purchaser/s, the said Flat being a Residential flat/Commercial Unit bearing No. 302, admeasuring 60.90 square metres of carpet equivalent to 655.52 square feet of carpet area (which is Exclusive of the area of Balconies) (hereinafter referred to as "said Flat/said Unit") on the Third Floor, of Wing D as indicated on the said Floor Plan hereto and marked Annexure "V" and thereon shown surrounded by red coloured boundary lines covered/open no. of car parks to be situated at Nil Basement and/or stilt and/or Nil podium being constructed in the layout on the terms and conditions and for the consideration specified below hereinafter to be referred to as "said car parking" (for the sake of brevity said Unit/said Flat alongwith said car parking space is to hereinafter collectively referred to as "said Flat/said Unit").

3.2 The Promoter shall confirm the final carpet area that has been agreed to be sold herein/allotted to the Purchaser after the construction of the said Wing is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area agreed to be sold/allotted to the Purchaser, then the Promoter shall refund the excess money paid by Purchaser with the promoter of the parchaser with the paid to the purchaser with the paid to the paid to the purchaser with the paid to the

refund the excess money paid by Purchaser with support days of the confirmation made to the Purchaser at a final carpet area or adjust the same in consideration due and payable by the Purchaser prior to taking possession of the said Flat of there is any increase in the darpet distinguished additional amount from the Purchaser, which the Purchaser hereby agrees to pay within 30 days from the said Flat. All these monetary adjustments shall be made at the same rate per square meter as agreed under this Agreement. Further, the Purchaser hereby agrees that pursuant to any such variation in carpet area, the Purchaser shall not be entitled for any criminal/civil action to be instituted against the Promoter.

3.3 In consideration of Promoter agreeing to sell the said Flat to the Purchaser/s, the Purchaser/s agrees to pay to the Promoter a sum of Rs.30,91,675/- (Rupees Thirty Lakhs

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Amnesty Scheme 2023								
SR No.	6286	2023						
PAGE No.	92	42						

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- Ninety One Thousand Six Hundred Seventy Five Only) (hereinafter referred to as the 'Purchase Price'), which is inclusive of the proportionate price of the common area and facilities appurtenant to the said Flat/Unit within the said Wing, the nature, extent and description of the said common facilities.
- 3.4 The Purchaser(s) has paid on or before execution of this agreement a sum of Rs.30,91,675/- (Rupees Thirty Lakhs Ninety One Thousand Six Hundred Seventy Five Only) as Full payment (the payment and receipt whereof the Promoter does hereby admit, acknowledge and confirm) and hereby agrees to pay the balance consideration amount in the manner as provided in tabular form below, time being the essence of contract.

## Table:

	i)	Rs.15,45,840/-	(Rupees Fifteen Lakhs Fourty Five Thousand Eight Hundred Fourty Only) within 15 days of booking
	ii)	Rs.92,750/-	(Rupees Ninety Two Thousand Seven Hundred Fifty Only) On or before Completion of the Plinth;
	iii)	Rs.92,750/	(Rupees Ninety Two Thousand Seven Hundred Fifty Only ) On or before Completion of 2 <sup>nd</sup> Slab;
	vi) .	Rs.92,750/	(Rupees Ninety Two Thousand Seven Hundred Fifty Only) On or before Completion of 4 <sup>th</sup> Slab
ELECTIVA LIBERTA	v) Rs.92,750/		Rupees Ninety Two Thousand Seven Hundred Fifty Only) On or before Completion of 6 <sup>th</sup> Slab;
Co	<u> </u>	O WINT SUB. R.	10.
दस्त क्र.20	vi) (どの/ マ	028 33 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Repees Ninety Two Thousand Seven (1974) and Fifty Only) On or before pletion of 8th Slab;
27	Sil C	Rs.92.7507 * Revita Good	(Rupees Ninety Two Thousand Seven Hundred Fifty Only) On or before Completion of 10 <sup>th</sup> Slab;
	viii)	Rs.92,750/	(Rupees Ninety Two Thousand Seven Hundred Fifty Only) On or before Completion of 12 <sup>th</sup> Slab;
	ix)	Rs.1,23,667/-	(Rupees One Lakhs Twenty Three Thousand Six Hundred Sixty SevenOnly) on or before completion of 14th Slab.,
	x)	Rs.1,23,667/	(Rupees One Lakhs Twenty Three Thousand Six Hundred Sixty SevenOnly) on or before completion of 16th Slab.,



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Amnesty Scheme 2023

57
6286 2023

xi)	Rs.1,23,667/	(Rupees One Lakhs Twenty Three Thousand Six Hundred Sixty SevenOnly) on or before completion of 18th Slab.,
xii)	Rs.1,23,667/	(Rupees One Lakhs Twenty Three Thousand Six Hundred Sixty SevenOnly) on or before completion of 20th Slab.,
xiii)	Rs.1,23,667/	(Rupees One Lakhs Twenty Three Thousand Six Hundred Sixty SevenOnly) On or before completion of Brickwork;
xiv)	Rs.92,750/-	(Rupees Ninety Two Thousand Seven Hundred FiftyOnly) On or before completion of flooring of the said Flat/unit/shop/office;
xv)	Rs.92,750/	(Rupees Ninety Two Thousand Seven Hundred FiftyOnly) On or before Completion of Plumbing and Electrical Work;
xvi)	Rs.92,750/	(Rupees Ninety Two Thousand Seven Hundred FiftyOnly) Within ten days from the date of intimation by the Owners to the Purchaser that the said is ready for use and possession;

3.5 In addition to the above Purchase Price, the Purchaser has agreed and accepted to make payments towards Good and Service Tax as per consent terms or any other similar taxes/levies which may be levied and become payable in respect of this Agreement either in future or retrospective effect, in connection with the construction of and carrying out the Project payable by the Promoter up to the date of handing over possession of the said Flat to the Purchaser. It is clarified that all such taxes, levies, duties, cesses (whether applicable for subject now or which may become applicable payable in future) excluding GST and all other indirectional divisor taxes, duties and impositions applicable legical by Central Government and or the State and/or any l<del>ocal, public or statutory</del> bodies on large amount Prayable Agreement and/or on the transaction contemplated herein and/or in relation to the said Flat, shall be borne and paid by the Allottee/s alone and the Promoter shall

not be liable to bear or pay the same or any part thereof.

3.6 The Total Price is escalation-free, save and except escalation/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges, premium, cess or taxes which may be levied or imposed by the competent authority, Local Bodies/ Government from time to time and/or as mentioned in the Consent Terms.

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Amnesty Scheme 2023

SR No. 6286 2623

PAGE No. 97 46

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الله في المالية . الله في المالية . 3.7 The Purchaser/s agrees and confirms to pay the instalments of Purchase Price as set out in Table hereinabove and all other amounts which become due or payable by the Purchaser/s under the provisions of this Agreement including the amounts payable in terms of clause 7.4 below, by way of Account Payee cheque / demand draft / pay order payable to the Promoter. All such Account Payee cheques / demand drafts / pay orders shall be drawn in favour of "Kashimira Ceramic Products LLP" or such other name as may be intimated in writing by Promoter to Purchaser/s. The Purchaser/s undertakes that all cheques given by the Purchaser/s representing the instalments of Purchase Price and/or any other amounts payable in terms of this Agreement shall be honoured on their presentation.

3.8 The Purchaser/s undertake to pay all instalments of the Purchase Price and all other amounts which become due or payable by the Purchaser under the provisions of this Agreement, without any delay or default, within a period of 15 (fifteen) days of a demand letter in respect of such payments being sent to the Purchaser at the address set out in this Agreement. It is specifically agreed by the Purchaser/s that this Agreement shall not create any right, interest and/or claim of the Purchaser/s on the said Flat/ said Flat agreed to be sold until and unless the entire Purchase Price and all amounts due and payable by the Purchaser/s under this Agreement is duly paid by the Purchaser/s to the Promoter herein and the Purchaser/s has not committed any breach of any the terms of this Agreement.

Without prejudice to the above, if the Purchaser fails to make the comment within a period of 15 days mentioned in the demand exters/emails, then and in such an event the Prophasing agrees to pay to the Promoter interest on the fall the amount outstanding under the terms of this Agreement at the rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum.

that in the event of delay in payment of any instalment or any other amount under this agreement or otherwise, the Promoter shall be entitled to raise, recover and receive the amount of interest at any point of time. Any payment/s made by the Purchaser/s to the Promoter shall be first appropriated towards interest and the balance, if any, towards the principal sums of the instalments of the said Purchase Price and/or any other outstanding dues. The balance amount(s) due and payable by the Purchaser/s under this Agreement, whether as instalments of Purchase Price or otherwise, shall continue to attract interest as agreed above.

3.11 The Purchaser authorizes the Promoter to adjust/ appropriate all payments made by him/her under any

PAGE No. 54 46

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head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

# 4. OBLIGATIONS OF THE PROMOTER:

- 4.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall, before handing over possession of the said Flat to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Building.
- 4.2 Time is of the essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the said Project as per the Consent Terms mentioned in the Rera Order i.e. the Promoter hereby agrees to complete the construction of said Building as committed time period from the execution of this presents, however subject to the approval and sanction of the plans and specifications as altered/amended/ modified from time to time and handing over the said Flat to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be and in accordance with the said Acts. However the said time period for completion of construction work of the said Building shall be duly extended in the event of 'force majeure' (the expression "force majeure" shall mean a case of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project). Similarly, the Purchaser shall make timely payments of the instalment and other dues payable by him/her as expressly agreed herein or on demand maderby the from ter and meaningua. Re the other obligations under this Agreement subject to the

5. RIGHT AND ENTITLEMENT OF THE PROMOTER A NATURE OF DEVELOPMENT OF THE LARGER PROPERTY

RERA order.

The Purchaser/s agree(s), accept(s) and confirm(s) that the Promoter is entitled to the rights and entitlements in this Agreement including as stated in this Clause 5 in accordance with what is stated at Recitals H and Y hereinabove.

simultaneous completion of construction by the Promoter provided in Table herein above or as per the consentations

5.1 The Larger Property is being developed in a phase-wise manner by constructing and developing multiple buildings/ towers/wings/structures thereon including the Real Estate Project, Other Residential Component (if any), the Residential Component (if any) and the Entire Amenities for residential/non-residential user/s as may be

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PAGE No. 98, 46

Table 120

permissible, in the manner more particularly detailed at Recitals H and Y hereinabove. The Promoter shall be entitled and only responsible to develop the Larger Property as the Promoter deems fit in accordance with the approvals and permissions as may be issued from time to time and this Agreement and the Purchaser/s has/have agreed to purchase the said Flat/Unit based on the unfettered rights of the Promoter in this regard

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The Promoter shall be exclusively entitled to utilise, exploit and consume the entire inherent development potential of the Larger Property and/or Adjoining Properties as defined below (including by way of FSI and Transfer of Development Rights ("TDR") nomenclature in any manner including additional/incentive/special/premium/fungible/ compensatory FSI), as well as any further/future development potential capable of being utilised on the Larger Property or any part thereof and Adjoining Properties or any part thereof (including FSI/TDR nomenclature in any manner and purchased TDR), whether balance or increased, at present or in future, and as may arise due to any reason including change in applicable law or policy. Such development potential shall vest with the Promoter and has been reserved by the Promoter unto itself, and may be utilised by the Promoter as the Promoter deems fit. The Promoter shall always be the owner and will have all the rights, title, interest in respect of the unsold Flat/Unit, unalloted/ unassigned car parking spaces, common areas facilities and amenities open spaces, lobbies, staircases, terrace, swimming pool, gymnasium, or any similar facility/ies and all other areas, etc. The Purchaser/s will not have any right, title, interest, etc. in respect of the common areas and such other areas as may be designated as common areas by the Promoter and all other areas, save as specifically stated in this Agreement and the Purchaser/s has/have agreed to purchase the said Flat/Unit

The construction and development of the Real Estate Project be a pure of the Whole Project is presently sabritoned in the remarks of the Whole Project is presently sabritoned in the remarks of the Whole Project the Whole Project and as disclosed at Recital H hereinter and as disclosed in the ALPS and as part of the Land Earmarked For Future Development, the IOD, CC, layout for the Real Estate Project/the Whole Project and other plans and approvals shall be amended, modified, revised, varied, changed from time to time to utilize the Full Development Potential of the Whole Project. The Purchaser/s agree(s), accept(s) and confirm(s) that the fundamental entitlement of the Promoter to utilise, exploit and consume the Full Development Potential of the Whole Project (both inherent and further/future), would require the Promoter to amend, modify, vary, alter, change, substitute and rescind the plans in respect of

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	PAGE No.	960	420



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the Whole Project or any part thereof (including layout plans, building plans, floor plans) and undertake such modified/altered/new construction and development in accordance therewith. Consequently and after negotiations and discussions between the Purchaser/s and the Promoter, the Purchaser/s agree(s), accept(s) and confirm(s) that in the course of development of the Whole Project including in the ALPS and until completion of the development thereof in the manner stated in this Agreement, the Promoter shall be entitled to do the folloWing D s it may in its sole discretion deem fit, subject however to non-reduction in the area of the said Flat:-

- Develop the Whole Project and the Larger Property and construct the building(s) thereon including the Estate Project, the Other Residential Component (if any), the Residential Component (if any) and the Entire Amenities;
- (ii) Apply for and obtain approvals and permissions phases, including amendments to existing approvals and permissions and part occupation certificates;
- Amend, modify, vary, alter, change, substitute, (iii) rescind, re-design and re-locate the existing layout plans, building plans, floor plans (including increase/decrease of floor levels) (including the IOD and CC), design, elevation for the purpose of exploiting and consuming the full and maximal development potential of the Whole Project and the Larger Property (both inherent and further/future) at present and in future;
- (iv) To apply for and obtain amended/substituted/ revised/modified layout plans, building plans and floor plans sanctioning construction of the Real Estate Project and the Whole Project upto such floors as may be permissible whilst exploiting the sus not full and maximal development potential

Whole Project and the Larger Property as stated in this Agreement;

(v) amendments, modifications, alterations, changes deletions and revisions with respect to the development of the Whole Project;

(vi) construct, develop and raise building structures, towers and wings on the Larger Property, with and without common podium levels and other common levels;

(vii) To construct, develop and raise additional levels, floors and storeys in buildings, structures, towers and wings on the Whole Project and the Larger Property and the Purchaser/s shall not have any claim(s) against the Promoter in this regard;

(viii) To construct lesser number of upper floors (from what is disclosed in the ALPS) in respect of the said Tower and/or the Real Estate Project and/or the

Amnesty Scheme 2023 SR No. <u>ემ</u>ერ PAGE No.

Other Residential Component (if any) and/or the Residential Component (if any) or any part thereof, and the Purchaser/s shall not have any claim(s) against the Promoter in this regard;

(ix) To construct in, over or around or above the terrace of the Real Estate Project any additional area or facility, as may be permitted under applicable law, including the rules of the MBMC and/or any other authority;

(x) To (by itself or through its workmen, staff, employees, representatives and agents) enter into and upon the Whole Project and the Larger Property and any construction thereon including the said Tower, the Real Estate Project, the Other Residential Component (if any) and the Residential Component (if any), including to view and examine the condition and state thereof;

(xi) To use the common areas, facilities and amenities, internal access roads and all facilities, amenities and services in the layout of the Whole Project and the Larger Property;

(xii) to market, sell, transfer, mortgage, alienate and dispose of or grant rights with respect to the units/ Flat/Unit/spaces/areas in/on the Whole Project and the Larger Property and all its right title and interest therein;

(xiii) To allot and grant car parking spaces in/on the Whole Project and the Larger Property to Purchaser/s of units/ Flat/Unit in/on the Whole Project and the Larger Property;

(xiv) To grant or offer upon or in respect of the Whole Project and the Larger Property or any part thereof, to any third party including Purchaser/s therein, all such rights, benefits, privileges, easements including right of way, right to draw water, right to draw from

all drains, sewers, installations and/or

Production has informed the Purchaser/s here have be common access road, street common recreation space, passages, and telephone cables, water lines, gas drainage lines, sewerage sewerage treatment plant and other common amenities and conveniences in the layout of the Larger Property. The Promoter has further informed the Purchaser/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Purchaser/s alongwith Purchaser/s of | flats/units/ Flat/Unit in the said Tower and/or the Real Estate Project and/or in the Whole Project, and the Purchaser/s shall share such expenses and charges in respect thereof

Amnesty Scheme 2023

SR No. 6286 2023

PAGE No. 96 48

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as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the Purchaser/s of flats/units/ Flat/Unit in the Real Project/Whole Project including Purchaser/s herein and the proportion to be paid by the Purchaser/s shall be determined by the Promoter and the Purchaser/s agree(s) to pay the same regularly without raising any dispute or objection with regard thereto. Neither Purchaser/s nor any of the Purchaser/s of flats/units/ Flat/Unit in the Real Estate Project shall object to the Promoter laying through or under or over the land and/or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the Larger Property.

(xvi) The Promoter shall be entitled to construct in, over or around or above the terrace of the said Tower/the Real Estate Project any additional area or facility, including helipads or any other similar facility/ies as may be permitted within the rules of the MBMC and/or any other authority and shall be solely entitled to operate and manage the same. It is clarified that such additional area or facility, including helipads or any other similar facility/ies as mentioned hereinabove shall form part of the Residential Exclusive Amenities.

As disclosed in this Agreement, the Promoter has presently contemplated to develop the lands adjacent/adjoining to the Larger Property (hereinafter referred to as the "Adjoining Properties"). The Promoter shall also be entitled to/required to his/amalgamate the development of the Larger Property (or partitle of the Adjoining Property (or partitle of the Larger Property (or partitle of th

Properties, whether as a common integrated layout over the larger Property (or page thereof) or otherwise in a phase wise manner. For this purpose the Promoter shall be entitled to required to undertake the following is it in its sole discretion deem fit.

(i) Amalgamate schemes of development, plates, lands, land composition and land mix,

(ii) Float FSI/TDR from the Larger Property onto the Adjoining Properties and from the Adjoining Properties onto the Larger Property and undertake consequent construction, development, sale, marketing and alienation,

(iii) Provide common access and entry and exit points to the Larger Property (or part thereof) and the Adjoining Properties, which may be used in common by the occupants of Flat/Unit constructed on the Larger Property (or part thereof) and the Adjoining Properties,

Amnesty Scheme 20

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SR No. 6286 2022
PAGE No. 20 44

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- (iv) The Promoter reserves it right(s) to amalgamate the Adjoining Properties with the Larger Property and all references in this Agreement to the Larger Property shall then be construed as references to such amalgamated property unless the context otherwise requires.
- (v) The overall development of the Larger Property being dynamic in nature, may warrant changing or shifting the place/location on which amenities are provided, The Promoter shall complete the construction of common areas and facilities as well as the amenities over a period of time and in a phase wise manner. The Purchaser/s agree(s) and accept(s) that save & except the common areas, facilities and amenities in the said Project more particularly listed in the Fourth Schedule hereunder written,
- (vi) The Promoter may appoint a single and/or multiple third party/agency for the purpose of operating and maintaining the said Building/Wing, the Real Estate Project, the Other Residential Component (if any), the Residential Component (if any), the Whole Project and/or the Larger Property or any part thereof including any common areas facilities and amenities and limited common areas on as per consent term.

Subsequent to the conveyance to the Society (vii) and the Other Societies (defined below) as stated at Clause 13 below and the Apex Body Conveyance (defined below) as stated at Clause 13 below and completion of development of the Whole Project and the Larger Property, the Promoter will retain air rights (including the air rights above the Estate Project, the Other Residential Cole Heron {if any} and the Residential of the Proposition with respect to the development of the Whole Deject and the Larger Property. The conveyance of the Society and the Other Societies as stated at Clause 13 below, shall be subject to the naving an irrevocable license in perpetuity with respect to air rights and branding rights upon the Real Estate Project and the right to designate and brand the development of the Real Estate Project as "Hiraco Eminence". The Apex Body Conveyance shall be subject to the Promoter having an irrevocable license in perpetuity with respect to air rights and branding rights in/upon the Whole Project and the Larger Property and the right to designate and brand the overall development of the Whole Project and Larger

5.5 The Purchaser/s agree(s) that since the scheme of

Property as "Hiraco Eminence".

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development of the Whole Project and the Larger Property placed before the Purchaser/s as disclosed at Recital \_\_\_ above and in the ALPS envisages the development of the Whole Project and the Larger Property in a phased manner to the Full Development Potential, the Allottee has/have, after understanding the nature of the scheme, agreed to the rights and entitlements of the Promoter as listed in this Agreement and this Clause 5 and in Recitals H hereinabove and in the ALPS and the Land Earmarked For Future Development, and the retention of these rights by the Promoter unto itself until completion of development of the Whole Project and the Larger Property as stated herein and as may be permissible under applicable law and these rights and entitlements shall be the essence of this Agreement. The Purchaser/s agree(s), undertake(s) and confirm(s) that he/she/it/they will not obstruct, hinder or interfere with the development of the Whole Project and the Larger Property and/or the Adjoining Properties and all infrastructure thereon including common areas facilities and amenities as envisaged by the Promoter under the scheme of development.

## 6. <u>DEFAULT</u> BY THE PURCHASER

6.1 If one or more of the events or circumstances set out in Clause 6.2 ("Event of Default") shall have happened, then the Promoter/Owner shall call upon the Purchaser/s by way of a written notice ("Rectification Notice") to rectify the same within a period of 45 (forty five ) days from the date thereof ("Cure Period"). If the Purchaser/s fails to rectify such Event of Default within the Cure Period to the composition of the co

the same shall be configured is a default ("Default ("De

6.2.1 If the Purchaser/s delay(s) or commit(s) default in making payment of any installment or any other amount payable under this Agreement, in the taxes, etc. or otherwise, including as set out in this Agreement;

6.2.2 If the Purchaser/s fails to take possession of the said Flat in terms of Clause 8 below;

6.2.3 If the Purchaser/s commit(s) breach of any terms, conditions, covenants, undertakings and/or representations and/or warranties as given by him/her/it in this Agreement (including in Clause 8 (Covenants of the Purchaser/s) above) and/or any other writings and/or the terms and conditions of layout, IOD, U.L.C. Permissions, N.O.C. and other sanctions, permissions, undertakings and affidavits

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SR No.	6286	2023
PAGE No.	372	76

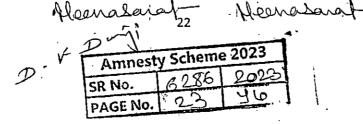


- 6.2.4 If the Purchaser/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up or dissolved;
- 6.2.5 If the Purchaser/s is/are, convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
- 6.2.6 If a Receiver and/or a Liquidator and/or Official Assignee or any person is appointed for the Purchaser/s or in respect of all or any of the assets and/or properties of the Purchaser/s;
- 6.2.7 If any of the assets and/or properties of the Purchaser/s is/are attached for any reason whatsoever under any law, rule, regulation, statute etc.;
- 6.2.8 If any execution or other similar process is issued and/or levied against the Purchaser/s and/or any of the Purchaser/s' assets and properties;
- 6.2.9 If the Purchaser/s has/have received any notice from the Government of India (either Central, State or Local) or any foreign Government for the Purchaser/s's involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them; and/or
- 6.2.10 If any of the aforesaid have been suppressed by the Allottee;

## 6.3 Consequence of Default

On the occurrence of a Default, then and in that event, the Promoter shall, without prejudice to any and all other rights and remedies available to it under law, be entitled (but not obliged) to exercise its rights as mentioned at Clauses 3.10, 3.11, 2.12 and 3.13 shows

<del>3.12</del> and 3.13 above. Without previous the right of the Promoter/Owner to charge interest and interest Rate in terms of this Agreement and any antier rights and remedies available to the Promoter, editor (agos) the Purchaser/s committing default in payment on the date of any amount due and payable by the Purchaser, is to the Promoter under this Agreement (including his/her is the properties of taxes levied by concerned local authority and other outgoings) and/or (b) the Purchaser /s committing 3 (three) consecutive defaults of payment of instalments of the Sale Price/Consideration, the Promoter shall be entitled to at his own option and discretion, terminate this Agreement, without any reference or recourse to the Purchaser /s. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Purchaser /s ("Default Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Purchaser /s, of its intention to terminate this Agreement with detail(s) of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser /s fail(s) to rectify the breach or breaches mentioned by the





Promoter in the Default Notice within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Purchaser /s ("Promoter/Owner Termination Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Purchaser/s. On the receipt of the Promoter/Owner Termination Notice by the Purchaser/s, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this Clause and without prejudice to the other rights, remedies and contentions of the Owner, the Owner shall enter into Deed of cancellation and subsequently register the same and upon resale of the said Flat i.e. upon the Promoter subsequently selling and transferring the said Flat to another allottee/buyer and receipt of the sale price thereon, the Owner shall refund to the Purchaser/s, the amount, paid of the Sale Price/Consideration. Further, upon the termination of this Agreement, the Purchaser/s shall have no claim of any nature whatsoever on the Owner and/or the said Flat and the Owner shall be entitled to deal with and/or dispose off the said Flat in the manner it deems fit and proper

It is agreed that all the rights and remedies of the Owner, including aforesaid rights and remedies of the Owner, are cumulative and without prejudice to one another

Notwithstanding anything to the contrary contained herein, it is agreed that the Promoter shall have the irrevocable and unconditional right and entitlement to apply and/or appropriate and/or adjust any and all the amounts paid by the Purchaser/s to the Promoter either under or pursuant to this

Agreement or otherwise, in such manner and in such order art sub-ne against such amounts payable to the Pull aser's to the Pull

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Without prejudice to the right of the Promoter to resale the san Flat upon termination, it is agreed that upon such termination, the Purchaser shall sign, execute and register a corresponding Deed of Cancellation with respect to the said Flat/said Unit. It is expressly agreed between the Parties hereto that any delay condoned or indulgence granted by the Promoter/Builder shall not amount to a waiver by the Promoter/Builder of its rights and there shall be no deemed waiver of any right of the Promoter/Builder until and unless such waiver is expressly made in a writing executed by the Promoter/Builder and delivered to the Purchaser. Such waiver, if any, shall pertain only to the particular breach or default that is expressly waived

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and to no other breach or default.

BY THE PROMOTER:

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PAGE No. 28 46

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Save and except what is stated in this agreement, in the event, due to failure of the Promoter to give possession of the said Flat within the period agreed herein to the Purchaser, the Purchaser shall be entitled to terminate this Agreement and the Promoter shall refund to the Purchaser the booking amount/earnest money or any other amounts received by him/her/it Provided that in such circumstances, the Purchaser shall not be entitled to any additional compensation, loss or damage including but not limited to the loss, if any, being the difference of the amount in the rate at which the Purchaser booked the said Flat and the rate prevailing at the time of cancellation by the Purchaser.

## 7. POSSESSION OF SAID FLAT:

7.1 The Purchaser/s shall assume possession of the said Flat/Unit within 15 (Fifteen) days of the Promoter giving written notice to the Purchaser/s intimating that the said Flat is ready for use and occupation and offering possession of the same to the Purchaser/s by executing necessary indemnities, undertakings and such other documentation. Commencing from the expiry of the period of 15 (Fifteen) days from issue of the intimation in writing by the Promoter to the Purchaser/s that the said Flat is ready for occupation, use and possession, the said Flat shall be at the risk of the Purchaser/s (irrespective of whether possession of the said Flat is actually taken by the Purchaser or not) in all respects, including loss or damage arising from the destruction, deterioration, or injury of the said Flat.

7.2 The Promoter based on the approved plans and specifications, and subject to timely compliance of the obligation of the Purchaser under these presents, shall give possession of the said Flat/said Unit to the Purchaser on or before 31st December, 2023 or as per consent terms. However, the same shall be subject to Promoter receiving

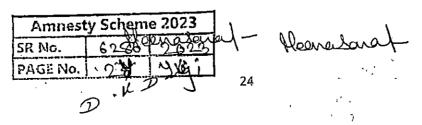
total purchasilities and other dues of the Promoter and taxes thereoff to paid by the Purchaser/s in respect of the said Flat in terms of the presents.

1202 of the Fromatier faits or neglects to give possession of the said Flat even are expiry of 06 (six) months from the above date to the Purchaser on account of reasons beyond his special and/or his agents then and in such event in case the Purchaser desires to terminate the Agreement arrived hereunder, the Promoter shall be liable on written demand to refund to the Purchaser the amounts

already received by him in respect of the said Flat

Provided that the Promoter shall be entitled to a reasonable extension of time for giving delivery/possession of the said Flat on the aforesaid date, if the completion of the building in which the Flat/Unit is to be situated is delayed on account ٠.

war, civil commotion or act of God;



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(ii) non-availability of steel and/or cement or other building materials or water supply or electric power;

(iii) Extension of time for giving possession as may be permitted by the Regulatory Authority under the RERA Act for reason where actual work of the said Project/Building could not be carried out by the Promoter as per the sanctions plans due to specific stay or injunction or orders relating to the said Project from any court of law or tribunal, competent authority, statutory authority, high power committee, etc. or due to such circumstances as may be decided by the Authority

(iv) any notice, order, rule, notification of the Government and/or other public or competent authority/court,

(v) delay in grant of any NOC/permission/ license/connection including but not limited to for installation of any services, such as lifts, electricity and water connections and meters to the project/road or completion certificate from the concerned authority,

(vi) non/availability of government personnel in relation to granting permissions for the Whole Project for the purpose of proper facilitation of the Whole Project, and

(vii) any other reason beyond the control of the Promoter or his agents.

If, however, the completion of the said Project is delayed due to Force Majeure conditions then the Purchaser agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said Flat, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that, in the event it becomes impossible for the Promoter to implement the said Project due to Force Majeure conditions, then this allotment said stand terminated. Purchaser agrees that he she shall make the said Project stand terminated.

have any rights, daims, etc. against the Promoter and that the Promoter shall the delegated and discontinged from all obligations and liabilities under this Agreement once allotment/agreement is terminated as per above.

7.3 The Promoter, upon obtaining the occupancy certification the competent authority and the payment of Purchaser made by the Purchaser as per the terms of this Agreement, shall offer in writing the possession of the said Flat, to the Purchaser in terms of this Agreement to be taken by the Purchaser within 15 (fifteen) days from the date of issue of such notice and the Promoter shall give possession of the said Flat to the Purchaser. The Purchaser agree(s) to pay the maintenance charges as per the terms of the Consent Terms, as the case may be, which shall be with effect from the date of intimation of the possession.

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SR No.	6286	2023
PAGE No.	28	76



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7.4 The Purchaser/s shall on demand made by the Promoter and on or before the handing over of the possession of the said Flat, pay to the Promoter the folloWing D mounts in addition to the Purchase Price agreed to be paid by the Purchaser:-

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İ		Rs. 600/-	for share money application entrance fee of the
			society or Limited Company;
<u> </u>		D 40.000/	
ii	l	Rs.10,000/-	being agreed legal charges and expenses;
	_		****
ii	ii	Rs.70/- per Sq. ft.	being provisional proportionate
			development/betterment charges;
<u> </u>		D 40/	
i	V .	Rs.4.0/- per sq. ft.	being deposit towards provisional contribution
			for such proportionate share of outgoings
		,	towards maintenance for Twelve months
v	,	Rs.41,885/-	electric meter deposit and cable and other
			expenses.
-	⁄i	Rs.45/- per sq. ft.	Charges towards the Club House Facility
'	•	10.10/ per sq. 1t.	Charges towards the Club House Pacinty
_		D. OO HAW.	
\ \ \ \	⁄ii	Rs.29,565/-	water Line charges,
V	⁄iii	Rs.47,869/-	Towards Solar system/ Rain water Harvesting
		i e	Charges
i	x	Rs.8,000/-	for formation and registration of the co-
			operative Society;
×	ζ.	Rs.3.5/- per sq. ft.	Deposit towards provisional proportionate
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sub-residence of municipal taxes for 12 months.

eceipt of the Occupation Certificate in

sale but by the Promoter and the Promoter assession of the said Flat to the Purchaser/s, the last as to whether the Purchaser/s took olisision of the said Flat or not, be liable to the outgoing or as the case may be proportionate share of outgoings in respect of the said Flat, the said Wing, the said Building, the said Project, and the said common areas and facilities and amenities and limited and facilities and amenities therein,

common areas including but not limited to annual lease rent, ground rent, development charges, levies, rates, duties, assessments, premiums, impositions, charges, penalties, transfer charges, betterment charges or other levies by the Corporation /

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SR No.	6286	2023
PAGE No.	. 2.80	46

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concerned local authorities/ tax authorities and/or the Government, and also all outgoings with respect to water charges (including that for supply by water tankers and/or by boring), insurance, common electricity bills, sinking fund, repairs, common staircase, lifts, sanitation, firefighting equipment, close circuit TV, repairs and salaries of clerks, bill collectors, watch and ward, liftman, security, sweepers, accounting charges and other personnel and all other expenses necessary and incidental to the management and maintenance of the said Project and the said Building/said Wing D s also the common services, internal roads, lights and other conveniences and utilities as will be available in common for the Purchaser/s. Until the said Organisation is formed and the management of the said Wing is transferred to it, the Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. The decision of the Promoter and/or its nominated agency, as applicable, with regard to payment of any of the amounts mentioned herein, and the share and contribution payable by the Purchaser/s, shall be final and binding on the Purchaser/s. The Purchaser/s further agrees that until the outgoings required to be paid as stated hereinabove by the Purchaser/s is determined, the Purchaser/s shall pay to the Promoter such provisional monthly contribution of per month or such other sum of money as may be fixed by the Promoter from time to time taking in to consideration the facts and circumstances of the case at the relevant point of time. The amounts so paid by the Purchaser/s to the Promoter shall not carry any interest. Subject to the provisions of said Act on such conveyance of the said Wing/Building/Property respectively being executed, the balance amounts, if any, in respect of the said common areas and facilities and amenities and the said infrastructure/common facilities shall be paid over by the Promoter to the said Organisation (defined hereinafter) of

the said Wing D nd the Appx/Hedfal Organisation Sub-Red (defined hereinafter). The Purchaser/s under ake the such provisional amenitally contribution and such proportionate share of outgoings regularly on organisation or and such proportionate share of outgoings regularly on organisation or and such proportionate share of outgoings regularly on organisation or and such proportionate share of outgoings regularly on organisation or and such proportionate share of outgoings regularly on organisation or and such proportion of the same for an arrangement of the same for a such proportion of the same for a such propo

7.6 The Purchaser/s also agree that if due to any notificated framordinances, enactments, judicial pronouncements or amendments in the existing laws, or due to any conditions in permissions /approvals/sanctions by statutory and/or other authorities for development of the said project, any additional infrastructure costs, taxes, levies etc, or any other amounts/cost pertaining or relating to the construction of the said project or sale of the said Flat are levied and/or payable, and /or payable and /or incurred/to be incurred by their Promoter, prospectively or retrospectively, the same shall be paid by the Purchaser/s on demand made by the Promoter within 7 (seven) days of

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			PAGE No.	20	36

such demand being made, and the Purchaser/s shall indemnify and keep indemnified the Promoter from and against the payment thereof. The purchasers will also be liable to pay applicable Property Tax of their Unit/Flat as soon as notified by the Promoter.

7.7 The Purchaser shall not be liable to bear the outgoings as aforestated in any way in respect of the unsold Flats/Units. The Promoter shall bear only the municipal assessment of Property Tax for unsold flats/units only levied by local authority if any payable but shall not be required to pay other, outgoings including maintenance, lift, water-pump, security, common lighting, repairs etc.

## 8. DEFECT LIABILITY PERIOD:

- 8.1 The Promoter has appointed/will appoint, third party contractors(s) for construction and execution of the Real Estate Project. In case of defect(s) in construction or workmanship, the Promoter and if possible the Purchaser/s shall collectively approach the third party contractor(s) for the rectification of the defect(s).
- 8.2 In spite of all the necessary steps and precautions taken while designing and constructing the Real Estate Project, the concrete slabs/beams may deflect due to self-weight, imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further, the Purchaser/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and also caused due to any renovation and /or alterations etc. carried out by the Purchaser/s and any other Purchaser/s/occupants of the other Units/flats in the Real Estate Project. The Purchaser/s agree(s) and covenant(s) not to hold the Promoter liable and/or responsible for any such defects arising out of inherent properties of concrete and/or caused due to any renovations

All materials including that ble, granite, timber etc., contain veins and trains with tomality differences and though the Premoter shall be such natural materials for installation in the Real Estate Project, their non-conformity, natural discolouration or tonal differences at the time of installation is unavoidable and the Promoter shall not be responsible and/or liable for the same and the Purchaser/s shall not raise any claim(s) against the Promoter in this regard.

8.4 However, If from the date of handing over the said Flat to the Purchaser, the Purchaser brings to the notice of the Promoter any major structural defect in the said Flat, within a period prescribed under the said Act or the period as mutually agreed between the Parties, then, wherever possible the Promoter shall make an enceavour to rectify such defects

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| Amnesty Scheme 2023 |
| SR No. | 6286 2023 |
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Provided however, that the Purchaser shall not carry out any alterations of whatsoever nature in the said Flat and in specific the structure of the said Flat of the said Building which shall include but not limit to columns, beams, etc. or in the fittings therein, in particular. It is hereby agreed that the Purchaser shall not make alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen which may result in seepage of water. If any of such works are carried out without the written consent of the Promoter, the defect liability of the Promoter to the Purchaser shall automatically become void.

- 8.5 The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of the UnitFlat by the occupants, vagaries of nature, etc.
- 8.6 It shall be the responsibility of the Purchaser and subsequent occupants of the said Project to maintain the said Flat in a proper manner and take all due care that may be needed, including but not limiting to ensuring that the joints in the tiles in the said Flat are regularly filled with white cement/epoxy to prevent water seepage.
- 8.7 Further, where the manufacturer warranty as shown by the Promoter to the Purchaser ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/ building/wing /phase and if the annual maintenance contracts are not done/renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same.
- 8.8 That the Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufactures that all equipment, fixtures and fittings shall be maintained and covered by their respective maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.

8.9 That the Purchaser has been made aware and that the Purchaser expressly agrees that the regular what and har of the building/phase/wing includes minor hairline erecks in the external and internal walls excluding the RCC structure which does not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defects with the lattributed to either bad workmanship or structural defects with the lattributed to either bad workmanship or structural defects with the lattributed to either bad workmanship or structural defects with the lattributed to either bad workmanship or structural defects with the lattributed to either bad workmanship or structural defects with the lattributed to either bad workmanship or structural defects with the lattributed to either bad workmanship or structural defects with the lattributed to either bad workmanship or structural defects with the lattributed to either bad workmanship or structural defects with the lattributed to either bad workmanship or structural defects with the lattributed to either bad workmanship or structural defects with the lattributed to either bad workmanship or structural defects with the lattributed to either bad workmanship or structural defects with the lattributed to either bad workmanship or structural defects with the lattributed to either bad workmanship or structural defects with the lattributed to either bad workmanship or structural defects with the lattributed to either bad workmanship or structural defects with the lattributed to either bad workmanship or structural defects with the lattributed to either bad workmanship or structural defects with the lattributed to either bad workmanship or structural defects with the lattributed to either bad workmanship or structural defects with the lattributed to either bad workmanship or structural defects with the lattributed to either the lattri

8.10 It is expressly agreed that before any liability of described claimed by or on behalf of the Purchaser, it shall be necessary to appoint an expert who shall be a nominated surveyor, who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure building of the Unit/phase/Wing D nd in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

## 9. RIGHTS AND OBLIGATIONS OF THE PURCHASER:

The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the said Flat may come, hereby

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Amnesty Scheme 2023

SR No. 16286 202

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covenants with the Promoter for the said Flat and also the said Project in which the said Flat is situated as follows:

- i. Upon possession of the said Flat being delivered to the Purchaser, he/she/it/they shall be entitled to the use and occupation of the said Flat. Further, upon the Purchaser taking possession of the said Flat he/she/it/they shall have no claim against the Promoter in respect of any item of work in the said Flat that may be alleged not to have been carried out or completed. The only liability of the Promoter shall be the statutory liability under the said Act.
- ii. As soon as the Flat/Unit is notified by the Promoter as complete and offered for possession, each of the purchasers including the Purchaser shall pay their respective arrears of price and all other deposits, taxes, outgoings or other amounts payable by them within 15 (fifteen) days of the receipt of such notice (time being essence of the contract in this respect) served individually and/or put up at some prominent or conspicuous place in the said Building. If any of the flat purchaser(s)/allottee(s) fail to pay the arrears as aforesaid, the Promoter shall be entitled to sell or dispose of the said Flat/Flat/Unit to any other person or persons after giving 15 (Fifteen) days written notice to the said Purchaser under these presents.
- iii. It is expressly understood and agreed between the parties hereto that under no circumstances, shall the possession of the said Flat be given by the Promoter to the Purchaser unless and until all payments (including interest payable thereon) required to be made under this Agreement by the Purchaser have been made to the Promoter.

In case the Purchaser/s enter(s) into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement in the same manner detailed herein

Agreement in the same manner detailed herein.

(a) Purchase of the same manner detailed herein.

(bank of curity purchase of the said loan from a bank find cial in the purchase of the Promoter shall give NOC to the purchase of the said Flat / Unit. However, such NOC shall be subject to Purchaser clearing all pending dues, if any.

(b) All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Flat, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Flat, shall be solely and exclusively borne and incurred by the Purchaser/s. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.

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SR No.	6286	5023		
PAGE No.	3 <b>9</b>	y ve		

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- (c) The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Sale Price and balance other amounts payable by the Purchaser/s under this Agreement, and shall also observe and be compliant with the terms of this Agreement.
- The Purchaser/s is aware that the Ground floor premise might be used for Non-Residential purposes and the Flat Purchaser/s doth hereby accord his/her/their irrevocable consent for the same.
- The Purchaser agrees to comply with all the terms and vi. conditions of any order scheme, permission, objection, etc., that may have been granted and/ or which may hereafter be granted or sanctioned or imposed by any authority statutory or otherwise including paying any charges, bearing expenses, making deposits, whether refundable or not.

## 10. PERMISSIBLE USE:

The Purchaser shall use the said Flat/Unit or any part thereof or permit the same to be used for the purpose of the hoce daly. Then sub-re Purchaser shall use the garage or Car Parking Space(s) for the aut of purpose of parking vehicle(s) only of the land of the la

11. ORGANISATION OF ALLOTTEES: The Purchaser along with other purchaser(s) of flats in the said with Building AND subsequent purchaser/s shall join in forming and Building AND subsequent purchaser/s shall join in forming and Building AND subsequent purchaser/s shall join in forming and Building AND subsequent purchaser/s shall join in forming and Building AND subsequent purchaser/s shall join in forming and Building AND subsequent purchaser/s shall join in forming and Building AND subsequent purchaser/s shall join in forming and Building AND subsequent purchaser/s shall join in forming and Building AND subsequent purchaser/s shall join in forming and Building AND subsequent purchaser/s shall join in forming and Building AND subsequent purchaser/s shall join in forming and Building AND subsequent purchaser/s shall join in forming and Building AND subsequent purchaser/s shall join in forming and Building AND subsequent purchaser/s shall join in forming and Building AND subsequent purchaser/s shall join in forming and Building AND subsequent purchaser/s shall join in forming and Building AND subsequent purchaser/s shall join in forming and Building AND subsequent purchaser/s shall join in forming and Building AND subsequent purchaser shall be a s registering the Society, Condominium, Limited Company or Str. HAN other form of association/organisation to be known by such name as the Promoter may decide (hereinafter referred to as "the said

Organisation") and for this purpose also from time to time, sign and execute the application for registration and/or membership and the other papers and documents that may be necessary for the formation and registration of such association and for becoming a member, including the bye-laws of the proposed association and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the common organisation/ association of purchasers. No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. On formation of the said Organisation by the Promoter, all the earlier association of allottees will automatically cease to exist.

## 12. CONVEYANCE OF LAND AND STRUCTURE TO THE ORGANISATION OF ALLOTTEES:

12.1 The Promoter shall cause to transfer to the said organization all

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Amnesty Scheme 2023 6236 SR No. PAGE No.

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the right, title and interest of the Promoter and/or the Owners in the said Project on which the said Wing/Building is constructed as per the provisions of the said Act.

12.2 The Promoter intends to form a separate organisation for each of the wing in the buildings of the said Project and convey the built up area of the Wing(s) (excluding basement, podium and terrace) to the respective Society. The Promoter also intend that an Apex/Federal Society/Organisation/ Association of all such separate organisation will be formed (hereinafter referred to as "the Apex /Federal Organisation") which will look after, manage, maintain and conduct all the affairs of common areas, common roads, common service lines including drainage, Gas, electric water pipe lines, cable and other service lines, common amenities in the said Project (except the Non- Residential Exclusive Amenities as defined above). The Purchaser/s herein and the said individual organisation agree to become members Apex/Federal Organisation and bear and pay proportionate contribution / charges to such Apex/ Federal Organisation as may be levied by it from time to time and abide by its bye-laws, rules & regulations until such Organisation is formed and management is handed over to it such payments will be paid to the Promoter . The Promoter also intend to convey the said Project (excluding the Residential Exclusive Amenities, Residential Portion of the Larger Property and Land Earmarked For Development as defined above) comprised of such common areas be given to the said Apex / Federal Organisation. The Purchaser/s along with other buyers of Units in the said Wing shall, join in formation and registration of a Cooperative Society or a Limited Company or an Association of Unit Owners or other body corporate as the case may be

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(herein reastle to see the said Organisation"). The name of the said reastle to the said organisation"). The name of the said reastle that the said organisation" and the same shall not be Eminence" and the same shall not be Promoter The Purchaser's also agree from time to time to sign and execute the applications for registration and/or members of the papers and documents necessary for the formation and the registration of the said Organisation and for becoming a member, including the bye-laws of the proposed said Organisation and return to the Promoter within 7 days of the same being forwarded by the Promoter to the Purchaser's, so as to enable the Promoter to register the said Organisation of the Purchasers. No objection shall be taken by the Purchaser's if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association as may be required by the Registrar of Cooperative societies or the Registrar of Companies as the case may be or any other Competent Authority or as may be deemed fit by the Promoter.

12.3 Subject to the statutory provisions under the said Act, the aforesaid conveyance/ document of transfer to be executed in

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Amnesty Scheme 2023				
SR No.	6286	2022		
PAGE No.	.32	46		



favour of the said organization shall be executed only after the Whole Project shall have been fully developed to the maximum extent desired by the Promoter and as permitted and all the Flat/Unit in the buildings are sold and disposed of and after the Promoter shall have received all dues including, towards outgoing and various deposits payable to it under the terms of the agreements with the persons who have purchased Flat/Unit in the said Project/Building/s thereon.

12.4Within 15 (Fifteen) days after notice in writing is given by the Promoter to the Purchaser that the said Flat is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportionate to the carpet area of the said Flat) of outgoings in respect of the said Project and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Building and said Project. Until the said Organization is formed and the said Building is transferred to it, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Promoter provisional monthly contribution as decided by the Promoter at its sole discretion. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/transfer of the said Building is executed in favour of the said Organization as aforesaid. On such conveyance/transfer being executed to the structure of int SUB.

the said Building the aforesaid deposits (less the deduction) provided for in this Agreement to the said Organization, as the base may be.

12.5Save and except as statutorily required by the Acta Promoter shall not be liable, responsible and/or required to render the account in respect of the amounts mentioned hereinabove. The Promoter is entitled to spend, utilize and appropriate the aforesaid amount in such manner as deemed fit, and the unspent balance, if any, in the amounts mentioned hereinabove, shall be transferred to the said Organization's account at the time of handing over the charge of the said Building / said Project to the said Organization. It is hereby clarified that the aforesaid amounts mentioned hereinabove do not include the dues for electricity, gas and other bills for the said Flat and the Purchaser shall be liable to pay electricity and other bills for the individual meters separately. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and the Purchaser agrees to pay to the Promoter, such other charges as the Promoter may indicate.

12.6All taxes, levies, cess, charges etc. (whether applicable/payable now or which may become applicable/payable in future)

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Amnesty Scheme 2023

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12.7It is agreed between the Purchaser and the Promoter that the Purchaser is liable to bear and pay the GST, interest and penalty (if any) as per consent term, payable in respect of the transaction of sale of the said Flat between the Promoter and the Purchaser under this Agreement. The Purchaser does hereby agree and confirm with the Promoter that along with other installments payable under this Agreement, the Purchaser will also pay the pro rata amount towards GST and / or any other tax levied by the concerned authority in whatever name along with interest and penalty as determined by the Promoter by Cheque.

12.8So long as each Flat/Unit in the said Building shall not be separately assessed for Municipal charges and water rates, the Purchaser shall pay proportionate share to be calculated on the basis of ratio of the carpet area of the said Flat to the total area of all the Flat/Unit in the said Building.

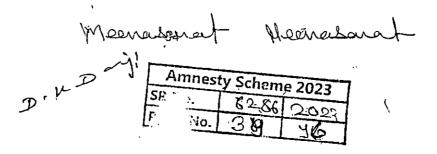
12.9The Purchaser hereby agrees that in the event of any amount to be paid by way of premium to the Municipality or to the State Government or betterment charges or development tax or any other tax or payment of a similar nature becoming payable by the Promoter to the Government, Municipal Authority or any local authority, the same shall be reimbursed by the Purchaser to the Promoter in proportion to the area of the Flat/Unit agreed to be purchased by the Purchaser and in determining such amount the decision of the Promoter shall be conclusive and binding upon the Purchaser.

2.10

opligation of the Manual to the make payment of the taxes and others ortgoings be valle to the concerned authorities and will the same from the purchaser and other all ders of various Flat/Unit/ flats in the said Building, the Fromoter shall not be responsible in any manner in the in case of any attachment or other proceedings may be made or taken in respect of the said Flat and/or the said Building (and/or the said property or portions thereof) by the concerned authorities due to nonpayment of taxes, electricity bills and/or other dues etc. to the said authorities on account of default in making payments of the said taxes, electricity bills and/or other dues etc. by the Purchaser and/or other Purchasers of Flat/Unit therein and/or their failing to comply with their obligations under their respective Agreements.

It is clears your derstood and agreed that it shall not be the

- 12.11 It is understood and agreed by and between the Parties hereto as under:
  - a) that any terrace areas or open spaces whether on the top level of the said Building or on any other part of the said Building or the said Project shall always belong exclusively to the Promoter and are intended for exclusive use of the Promoter.







- b) The Promoter shall also be entitled to allot the exclusive use of same and/or otherwise dispose of the same at their sole discretion.
- c) However, in the event of any water storage tank or the lift room or lift machinery is situate in any of the above mentioned terraces, where the exclusive use and enjoyment of such terrace is given to any party or the path of access to the overhead water tank or lift machine room is through the Flat/Unit adjoining the said terrace etc. then the said Organisation shall have a right of access through such terrace to the overhead water tank, lift-room, etc. and for their check-up and upkeep maintenance and for carrying out repairs to the overhead water tank or lift machine room at reasonable times and/or during such time as may be usually agreed upon by and between the buyers of such Flat/Unit and the said Organisation. For any use of the terrace by the Promoter, no payment shall be due to the Purchaser or the said Organisation.
- d) The Promoter shall develop Club House for the said Project ("Club House") which area shall be developed as part of the said Project within a period of six (06) months from the date of occupation certificate for the said Building. The Club House shall be common to all other occupiers / purchasers of Units in the said Wing and/or the said Building and/or the said

Project. It is hereby explicitly agreed by and between sub-ne the Parties that the Club Fiduse shall be utilized by an are such purchasers who shall occupy additional floor fin the said Building/ZWMngjigthe said/Roject for which the Purchaser shall not create any hindrance in aby manner whatsoever.

e) Without prejudice to what is stated elsewhere in the

Agreement and without affecting the benefits, privileges and reservation of the Promoter, the Promoter shall develop Club House for the said project which area shall be developed as part of said project independent of the said Wing D nd/or Building on similar within in Grace period of Six (6) months from the date of occupation Certificate for the said Building / Said Project. The Club house Shall be common to all other Occupiers/purchasers of units in the said Wings and /or the said building and /or the said projects and /or any member of large property.

12.12 It is specifically agreed and declared that the final conveyance deeds in favour of the corporate body shall contain such covenants as may be necessary in the circumstances of the case. It shall inter alia contain;

> A. That the Purchaser and/or the society to be formed and registered shall be entitled only to FSI which is consumed in the said Wing/said Project since the entire FSI of the said Project is not consumed and in the event

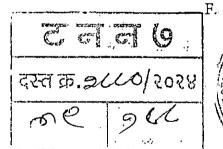
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Amnesty Scheme 2023 2023 SR No. 5286 PAGE No.

of the balance available FSI and/or any further or other FSI which is available at present or future for any reason whatsoever and/or any FSI by whatever name called can be used and consumed on the said Project or the said building the Promoters alone shall be entitled to use and consume the same by putting addition or further construction on the said Wing or buildings in the said Project, touching the same or otherwise howsoever and the Purchaser shall not be entitled to the same.

- B. That the Promoters alone shall be entitled to use and consume any FSI acquired by them by way of Transfer of Development Right or by otherwise howsoever and by whatever name called and Purchaser and/or Society shall not be entitled the same in any manner whatsoever.
- C. The Purchaser hereby gives all the powers, authority and consent to Owners using and consuming aforesaid FSI and to put up construction as aforesaid as per the plans which may be sanctioned by the Corporation and the other authorities for the sake of convenience.
- D. That such further construction may be by way of additions, alterations, variations and/or modification of the plans, designs, and specifications.
- E. That the Owners shall be entitled to use and consume all FSI as may be permissible under law including the balance FSI, the Additional FSI available under DC Rules from time to time and by any special concession, modification of present Rules and Regulations granting FSI, FSI available in respect of road widening, set back, reservations, slum, by way of Development Right howsoever in respect of the entire land or otherwise.

F. That the Owners shall be entitled to develop the Whole Project strains a constructing and/or making in the said purificant way by constructing additional buildings/slopers/structures to as to avail of the full FSI permissible dat present or structure for the said lands including for structure for the said lands including for structure for the said lands including for structure for the available on the Larger Property or acquired the revise howsoever and including putting up any assembly and the Owners selling the same and appropriating to themselves the entire sale proceeds thereof without having any claim thereto or to any part thereof. The FSI of any nature whatsoever available at present or in future and further and/or additional construction shall always be the property of the Owners who shall be at liberty to use, deal with, dispose of, sell, transfer, etc. the same in the manner the Owners choose and the Purchaser agree not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance while putting up such additional construction mentioned above. The Owners shall be entitled to consume such FSI by raising floor or



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SR No.	6286	<u>P</u> 073	١,
PAGE No.	360	76	<u> </u>

floors on any structures including the said building and/or putting additional structures and/or by way of extension of any structure.

- G. The hoarding place anywhere including on the walls, terrace, open space shall always belong to the Owners and all benefits thereof will belong to the Owners and the Owners shall be entitled to deal with, dispose off, let out, give on hire or leave and license or any other basis as the Owners may deem fit and the Owners shall be entitled to appropriate the sale proceeds, income compensation, royalty, etc. there from.
- H. Such provision and covenants (which shall be so framed that the burden thereof shall run with and be binding upon the said Flat hereby agreed to be sold in to whose hands whomsoever the same may come) as may be necessary for giving effect to the stipulations and restrictions mentioned or referred to herein above;
- I. A covenant by Purchaser to indemnify and keep indemnified the Owners against all actions, costs, proceedings claims and demands in respect of the due observance and performance of such stipulations and restrictions;
- J. A declaration that the Purchaser shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any neighbouring or adjoining Flat/Unit and a declaration that the access and user of light and air to and for the Flat/Unit purchased by the Purchaser for any structure erections for building the for any time being at ecter and starting there is the many and over the neighbouring or adjoining Flat/Unit of the many structure are also in the starting there is the many and over the neighbouring or adjoining Flat/Unit of the many and over the neighbouring or adjoining Flat/Unit of the many and over the neighbouring or adjoining Flat/Unit of the many and over the neighbouring or adjoining Flat/Unit of the many and over the neighbouring or adjoining Flat/Unit of the many and over the neighbouring or adjoining Flat/Unit of the many and over the neighbouring or adjoining Flat/Unit or adjoining Flat/Unit or adjoining Flat/Unit or adjoining Flat/Unit or adjoining the many and over the neighbouring or adjoining Flat/Unit o

Owners are enjoyed under the express consent of the Owners;

K. A declaration that the Owners shall have unfertered right to the full, free and complete right and mean of the access over, along and under all internal access roads all times and also to lay and connect drains, pipes, cables, and other amenities necessary for the full and proper use and enjoyment of the said lands (and the neighbouring lands) and if necessary to connect the drains, pipes, cables, etc. under, over or along the land appurtenant to each and every building in the said layout as also to store material construct site office, hutments and other facilities putting up further construction and use all amenities and facilities for such further construction and further if need be to execute formal document of Right of Way in favour of the Promoter as the Promoter in its sole discretion deems fit;

## 13. LEGAL FEES AND STAMPING & REGISTRATION CHARGES:

13.1 All costs, charges and expenses in connection with as well as the costs of preparing, engrossing, stamping and registering

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Amnesty Scheme 2023

SR No. 6286 2023

PAGE No. 3 & 4

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all the agreements, or any other documents required to be executed by the Promoter or the Purchaser as well as the entire professional costs of the Advocates of the Promoter in preparing and approving all such documents shall be borne and paid proportionately by all the Purchasers of flats/ Flat/Unit in the said building. The Promoter shall not contribute anything towards such expenses which shall be paid by the Purchasers immediately on demand.

13.2 At the time of registration of conveyance or lease or transfer of the structure of the building or wing of the building, the Purchaser shall pay to the Promoter, the Purchasers' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or transfer or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance or lease or transfer of the said Project, the Purchaser shall pay to the Promoter, the Purchasers' share of stamp duty and registration charges payable, by the said Organization on such conveyance or lease or transfer or any document or instrument of transfer in respect of the structure of the said Project to be executed in favour of the Society or Apex Body or Federation.

13.3 The Purchaser agrees to pay to the Promoter interest at the rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum on all the amounts which becomes due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable till payment by the Purchaser to the Promoter PROVIDED that the payment of interest shall not dilute the right of the Promoter in respect of the cancellation of this Agreement supper Promoter on account of any default committed by the Purchaser in payment of any amount payable by the Promoter on the due date and or on account of any amount payable by the Promoter on the due date of the promoter of the terms and conditions of the promoter of the terms and conditions of the promoter of the promote

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The Property And all amounts due conditions of this Agreement have a first lien and charge on the said Flat agreed to be acquired by the Purchaser.

The Purchaser hereby agrees to pay all the amounts payable under the terms of this Agreement as and when they become due and payable, time being of the essence of the contract and meeting the other obligations under this Agreement

13.6 The Promoter shall have a right to make additions, raise storeys or put up additional structures which shall be the sole property of the Promoter who shall be entitled to dispose it off in any way it chooses and the Purchaser hereby acknowledges to the same.

13.7 It is further agreed by the Purchaser/s that if the Promoter does not allot and reserve any of the said parking/covered garage/open car parking for Purchaser/s for any reason whatsoever then in happening of

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SR No.	6286	2023	
PAGE No.	30,	136	



that event the Purchaser/s shall not have any right of parking in the unsold stilt/covered garage/open car parking space to the said Building of the said Project. Furthermore, the Purchaser/s has/have consented under various consent terms that the Promoter shall have right, title and interest over all the unsold open/covered car parking space forming part of the Whole Project which shall be exclusively reserved for the Promoter and that the Promoter shall utilize the same in any manner as it deems fit and that the Purchaser hereby accepts and acknowledges the same and further agrees not to raise any objection in this regard at all times and in any manner whatsoever irrespective of society being formed and

conveyance as specified under consent terms.

Also all costs, charges and expenses including stamp duty 13.8 and registration charges of this Agreement shall be borne and paid by the Purchaser(s). The Purchaser(s) are fully aware of the provisions of the applicable stamp Act as amended from time to time. If any stamp duty over and above the stamp duty already paid on this Agreement including the penalty if any is required to be paid or is claimed by the Superintendent of Stamps or concerned authority, the same shall be borne and paid by the Purchasers alone. The Purchaser/s shall indemnify the Promoter against any claim from the stamp authorities or other concerned authorities in respect of the said stamp duty including penalty if any to the extent of the loss damage that may suffered by the Promoter . The Purchaser(s) shall also fully reimburse the expenses that may be incurred by the Promoter in consequences of any legal proceedings that many sub are be instituted by the authorities concerned against the unique

Promoter or vice-versa on account of such liability Promoter has informed the Purchaser (s) that this Agreement has to be registered within 4 months of execution of within

successive 4 (four) months (on payment of requisite penalty by the Purchaser).

The Purchaser/s are aware that the said Project on which THAN the said Wing is being constructed forms a part of the larger area agreed to be developed by the Promoter and it is comprising of various buildings on the entire Land and adjoining and surrounding the said Project. The Promoter shall be entitled to form and register the Organisation separately for each wing in the said Building. In view of the said entire area being a large property the individual Organisation in the said Project shall not be entitled to have custody or possession of any title deeds as they will be common or inter related. The title deeds shall always remain with the Promoter and/or with such Organisation having property largest in value in the said Project. The individual Body Corporate shall however be entitled to a covenant for production of title deeds from the Promoter or the Organisation whoever is in possession of the original of the title deeds and the true copies of the title deeds that are in possession of the said the Promoter and the

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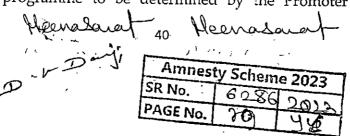
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cost and expense thereof will be borne and paid by the Organisation requiring it.

## 14. ADDITIONAL FSI:

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- the Promoter shall always have a right to all residual benefit 14.1 and advantage in respect of the said Project including the benefit of additional F.S.I. (whether presently available or available in future on account of increase in the index or on account of TDR of the said Project). Similarly, the Promoter shall also have the right and / or be entitled to purchase and/or acquire Transferable Development Rights (TDR) and any other benefit from the open market and consume the same on the said Project and the Promoter shall be entitled also to make additions, alterations, raise storeys or put up additional structures on the said Project on account of acquisition of Transferable Development Rights (TDR) or other benefits and/or on account of the amendment in the Development Control Rules provided such construction is in accordance with the plans sanctioned by the Municipal authorities. The Purchaser or their/her/ his/its nominees shall have no objection in respect thereof and gives its/his/her irrevocable consent for such construction. Such additional structures or storeys will be the sole property of the Promoter alone who will be entitled to sell and/or dispose off the same in the manner deemed fit.
  - Nothing contained in this Agreement shall be construed so as to confer upon the Purchaser any right whatsoever in to or over the said Project or the said Building or any part thereof save as provided herein. It is agreed by and between the parties that such conferment shall take place on the execution of the deed of conveyance or lease or other transfer document in respect of the said Project or the relevant fortific period in favour of the said Organization in the transfer stated perein or in the event of the Promoter submitting the provisions for the project and the Building to the provisions for the Deed of Apartment Ownership Act, 1000 Management of each Flat/Unit (Apartment Deed of Apartment of each Flat/Unit (Apartment The Deed of Apartment of the said Building and the said Project till execution of the Deed of Conveyance or the Deeds of Apartment as aforesaid.
- 14.3 Until the execution of the Deed of Conveyance/lease or transfer in respect of the said Project or the Deeds of Apartment in respect of the Flat/Unit thereof the possession and the right to the management of the said Project shall continue to be with the Promoter.
- 14.4 The Promoter has informed the Purchaser/s and the Purchaser/s are aware and hereby expressly agree that the Promoter will be developing the said Project and the Buildings to be constructed thereon including the said Wing in different phases, as per the phase development programme to be determined by the Promoter in their





absolute discretion from time to time. The Purchaser/s shall not raise any objection or cause any hindrance in said development/construction by the Promoter whether on grounds of noise or air pollution inconvenience, annoyance or otherwise or on the ground that light and/or air and/or ventilation to the said Flat or any part of the said Wing is adversely affected or likely to be affected by such construction.

The Promoter shall be consuming the full development 14.5 potential in the form of FSI available at present as well as in future in relation of the Land on which said Project is being constructed as well as the total area of the said Project on the basis of single and/or more layout as may be approved. It has also been brought to the notice of the Purchaser/s that the FSI consumed in the said Wing has no relation with the area of the plot on which the said Wing is constructed.

#### OF THE PROMOTER IN THE **EVENT** CONVEYANCE/TRANSFER TO ORGANISATION PRIOR TO **COMPLETION OF CONSTRUCTION WORK:**

In the event of the said Organization being formed and registered and/or the Deed of Conveyance/lease/transfer in favour of the said Organization being executed before the completion of the said Building (including the additional construction to be carried out by the Promoter therein) and/or sale and disposal by the Promoter of all the and other Flat/Unit in the said Building Flat/Flats (including the said additional construction) the power and authority of the said Organization so formed or of the Purchaser and the purchasers of the other Flats/ Flat/Unit in the said Building or Project shall be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the construction and completion atsthere said Building (including the said additional construction) and all amenities pertaining to the same and in particular the Promoter shall have date out to the training the fightron regards the unsold Flat/Unit and car parking pares, relating and the sale/ disposal thereof in case the peed of th

Conveyance/lease/transfer pertaining to the said Proj executed for any reason prior to the completion of the Building being constructed or before the disposal by the Promoter of all the Flat/Unit and other Flat/Unit in the said Building or the receipt by the Promoter of the total consideration money and other amounts receivable by it from all persons who obtain the Flat/Unit, car-parking spaces, etc. and other portions in the said Project/Project or rights in respect thereof, then and in such event, the Promoter shall have the right to construct and complete the said Building and to dispose off the unsold Flat/Unit, carparking spaces and scooter-parking spaces etc. and/or other portions of the said Project and/or to receive the consideration money and other amounts on its own account and for its own benefit even though such conveyance/ lease/transfer has been obtained in favour of the said

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**Amnesty Scheme 2023** SR No. 6286 2023 PAGE No.

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Organization and then and in such case, the Promoter shall join in (and be admitted) as the Promoter/ Member of the said Organization in respect of such unsold flats/ Flat/Unit and as and when such Flat/Unit are sold, to the persons of the Promoter's choice and at the discretion of Promoter (the realizations belonging to the Promoter alone) the said Organization shall admit as members the purchasers of such Flat/Unit without charging any premium or any other extra payment and without any reservation(s) or condition(s) whatsoever, with such purchasers having the same rights and the same benefits and being subject to the same obligations that the Purchaser and the other members of the said Organization may be entitled and/or subject to as members of the said Organization;

- . 15.2 The Purchaser hereby agrees to give his/her/their/its consent, if required, to such person/s being admitted as member/s of the said Organization, as stated hereinabove, without raising any objection(s) whatsoever in relation to the
- 15.3 The Promoter shall be liable to pay only the municipal rates and taxes, at actuals (levied on the unsold Flat/Unit) and a sum of as per actuals per month towards outgoings in respect of the said Wing/Building/Property/ Project though the Promoter is not bound to pay the same, in respect of the unsold Flat/Unit. Adequate provisions for the above may be made in the said Deed of Conveyance/ lease/transfer to be executed in favor of the said Organization.

Any Solicitor or Advocate of the Promoter shall prepare and/or approve, as the case may be, the Deed of Conveyance and all other documents to be executed in pursuance of this Agreement as also the bye-laws in connection the formation and registration of the Cooperative of this Agreement as also the bye-laws in
connection the formation and registration of the Cooperative of the connection of the Deed of
conveyance and the documents and formation and
registration of the Co-operative Society or the Organization,
or the formation under the Maharashtra Apartment
Owners and the Burchagers of the said Building and/or he paid by all the Purchasers of the said Building and/or be paid by such Co-operative Society. The Promoter shall not be liable to contribute anything towards such expenses. The Purchaser shall on demand pay to the Promoter his/her/their/its proportionate share in regard to the above within 7 days of written notice by the Promoter to the Purchaser. The amount payable under this clause is in addition to the amount as mentioned earlier. Such amount if required by the Promoter shall be kept deposited by the Purchaser with the Promoter at the time of taking possession of the said Flat and shall, until utilization, remain with Promoter free of interest or as may be provided in law.

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If the Purchaser neglects/omits/fails for any reason whatsoever to pay to the Promoter any of the amounts due and payable by the Purchaser under the terms and conditions of this Agreement (whether before or after delivery of possession) within the time herein specified and/ or on the Purchaser committing breach of any of the terms and conditions of this Agreement, the Promoter shall be entitled to re-enter upon and resume possession of the said Flat and everything whatsoever therein and this Agreement shall cease and stand terminated and Purchaser shall have no claim, right, title and interest in the said Flat and all amounts already paid shall be refunded after the Owner sells the said Flat to third party and in such event the Purchaser shall also be liable to immediate ejectment as trespasser but the right given by this clause to the Promoter shall be without prejudice to any other rights, remedies and claims whatsoever at law or under this Agreement of the Promoter against the Purchaser.

15.6 That the Purchaser shall indemnify and keep indemnified the Promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, nonobservance or non-performance of such obligations given

specifically herein to the Purchaser;

15.7 That nothing herein contained shall construe as entitling the Purchaser any right on any of the adjoining neighbouring or the remaining buildings/common areas etc. of the remaining portion of the proposed project layou unless specifically agreed and consideration to spensed by the Purchaser to the Promoter in this regard;

48 15.8 That the parking spaces allotted to the Purchaser shall b used only for the purposes of parking and that the said THAN space is designed and made for use of parking a vehicle. That this has been clearly made aware to the Purchaser and the same has been agreed by the Purchaser(s) to follow.

15.9 In the event of the Organisation being formed and registered before the sale and disposal by the Promoter of all the Units and other Flat/Unit in the said Wing, the power and authority of the said Organisation shall always be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the said Wing, the construction of additional levels thereon and all amenities pertaining to the same and in particular the Promoter has the absolute authority and control as regards all the unsold Units and other Flat/Unit in the said Wing D nd the disposal thereof. The Promoter shall be liable to pay the municipal taxes at actual only in respect of the unsold Flats/Units. In such case, the Promoter shall join in as the member in respect of such unsold Units and Flat/Unit and as and when such Units and Flat/Unit are sold to the persons of the Promoter's choice, the said Organisation shall be bound to admit such Purchasers as members

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PAGE No.

without charging any premium or other extra payment or transfer charges.

15.10 The Promoter shall be at liberty to sell, transfer, assign, mortgage and/or raise money on security of the said Larger Property and/or deal with or dispose off, their right, title and interest in the said Larger Property, building and structures that may be constructed thereon without any reference to the Purchaser(s) provided however that the Promoter do not affect or prejudice the interest of the Purchaser(s) under these presents in respect of the said Unit agreed to be purchased by them. After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Flat/said Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such said Flat.

#### 16. REPRESENTATIONS AND WARRANTIES PROMOTER:

The Promoter hereby represents and warrants to the Purchaser(s) as follows:

The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the

Project and shall take requisite approvals from time to time to complete the development of the project;

iii) As on date, there are no the cumbrances upon the project land or the Project extility the existing the reserved in the title report and the same included are provided by a respect to the father and construction of project land or project. respect on the father and construction of project land or project.

except thos esolution MahaRERA website; All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said

building/Wing D re valid and subsisting and have been obtained by folloWing Due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by folloWing Due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/Wing D nd common areas;

vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser(s) created herein, may prejudicially be affected;

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- vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the project land, including the Project and said Unit which will, in any manner, affect the rights of the Purchaser(s) under this Agreement;
- viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from the said Unit to the Purchaser(s) in the manner contemplated in this Agreement;
- ix) At the time of execution of the conveyance deed of the structure to the Organisation, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Organisation more particularly detailed in Fourth Schedule hereinbelow;
- x) The Promoter has 'duly paid and discharge undisputed government dues, rates, charges and taxes and other monies, levies, imposition, premium, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities;
- xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Project) has been received or served upon the Promoter in respect of the Larger Property and/or Project except those disclosed in the title report.

17. REPRESENTATIONS AND WARRANTIES
PURCHASER:

The Purchaser for himself with the intention to bring all percents into whosoever hands the said that may come percent with the Promoter as follows:

- i. To maintain the said Flat at the Purchasers own cost in good and tenable repair and dondition from the date of possessions of the said Flat and shall not do or suffer to be done anything in or to the building in which the said Flat is situated which may be against the rules, regulations or byelaws or change/alter or make addition in or to the building in which the said Flat is situated and the said Flat itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Flat is situated, including entrances of the building in which the said Flat is situated and in case any damage is caused to the building in which the said Flat is situated or the said Flat on account of negligence or default of the Purchaser in this

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Amnesty Scheme 2023				
SR No. 6286 2023				
PAGE No.	74	900		

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behalf, the Purchaser shall be liable for the consequences of the breach.

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

iv. Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the said Flat is situated, nor shall the Purchaser close verandah(s), lounges, or balconies/ niche, if provided, and shall keep the portion, sewers, drains and pipes in the said Flat and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, or other structural elements in the said Flat without the prior written permission of the Promoter and/or the said Organization.

Not to do or permit to be done any act or thing which may. render void or voidable any insurance of the said Project and the said Building in which the said Flat is situated or any part thereof or whereby any increased premium shall

become paya Falls, spect of the insurance.

Nor to the same to be hrown from the said Flat in the compound on any position of the said Project and the building in which the said Flat is situated.

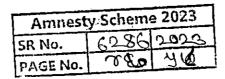
Pay to the Richbier within 15 (fifteen) days of demand by the Project specific specific security denosit demanded by the Project specific specific security denosit demanded by the Project specific speci

the Promoter has shore of security deposit demanded by the concerned control or Government or giving water, electricity or any other service connection to the building in which the said Flat is situated.

To bear and pay any increase in local taxes, water charges, viii. insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Flat by the Purchaser for any purposes other than for the purpose for which it is sold.

ix. The Purchaser shall not without the written permission of the Promoter let, sub-let, transfer, assign, convey, mortgage, charge or part with any interest or benefit factor of this Agreement or part with the possession of the said Flat or dispose of this said Flat or the Car Parking Space and/or

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assign, under-let or part with his/her/its interest under orbenefit of this Agreement or any part thereof or in the said Flat/Car Parking Space until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up. Further, if the Promoter permits the Purchaser to transfer or assign his aforesaid benefits and obligations then the Purchaser shall pay to the Promoter, as and by way of transfer charges such sum, as the Promoter may in his sole and absolute discretion determine and demand.

The Purchaser and the persons to whom the said Flat are let, sub-let, transferred, assigned or given possession of, shall observe and perform all the rules and regulations which the said Organization may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said Building and the said Flat therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the said Organization regarding the occupancy and use of the said Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

the Purchaser shall permit the Promoter and their surveyors xi. and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Buildings or any part thereof to view and examine the state and condition thereof for the purpose of repairing, maintaining,

re-building, cleaning, lighting and keeping in good order sus. and condition all services, drains, pipes, cattle and services. watercourses, gutters, wires, structures or Building and also for the purpose of laying byn, maintaining, repairing and testing drams; water-pipes and electric wires and for similar purposes of cutting off the supply of water to the Flat/Unit or any other Flat/Unit the said Building in respect whereof the Purchaser or the occupiers of such Flat/Unit as the case may be shall have made default in paying his/her/its share of the water charges/taxes...

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

The Purchaser shall maintain the front elevation and the side xiii. and rear elevation of the said Flat, in the same form as the Promoter has constructed and not at any time alter the said elevation in any manner whatsoever without the prior consent in writing from the Promoter.

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Amnesty Scheme 2023 SR No. PAGE No.

xiv. The Purchaser has prior to the execution of this Agreement satisfied himself/herself/itself that the title of the Promoter to the said Project is marketable and has also inspected the documents proving title of the Promoter to the said Project and the Purchaser has also read the Certificate of Title issued by Advocate, Amar Khanna annexed to this Agreement and understood the contents of the same. The Purchaser shall not be entitled further to investigate the title of the Promoter or make or raise any requisitions or objections on any matter relating thereto. Hereinafter, the Purchaser shall not be entitled to claim any compensation and/ or damages from the Promoter with respect to the Promoter's title to the said Project.

xv. The Purchaser has also seen, inspected and approved the said proposed plans for consumption of the balance/additional F.S.I. by way of T.D.R. that may hereafter be sanctioned and the Promoter shall be entitled to alter and modify the structure of the said Building in accordance with the said plans after they are sanctioned and the Purchaser shall not object to the same PROVIDED that the Promoter shall not be entitled to make major alterations, variations or modifications in the said Flat agreed to be acquired by the Purchaser without the prior consent in writing of the Purchaser.

xvi. The Purchaser/s shall have no right to use the terrace (except what is provided in the next clause) in the said Building which shall be the exclusive property of the Promoter, whereby the Promoter has right to further construction which he can sell to any one he deems fit and proper and at his sole and absolute discretion and the Purchaser/s shall not have any claim to the terrace or such sale; with or without construction and the Purchaser/s along

with the other susy of the remaining Flats/Flats either in their individual or in their capacity as the members of the proposed said organization shall not object and accept without the remaining statement parking the parking construction, if and when the romoter may in future in case as required to the terrace and all other common areas in favour of the said Organization, as may be formed.

xvii. The terrace space in front of or adjacent to the Flat/Unit, if any, in the said Building shall belong exclusively to the respective purchaser/s of the terrace-Flat/ Flat/Unit and such terrace spaces are intended for the exclusive use of the respective terrace Flat/ premises/Unit' purchaser/s, unless restricted under the said Acts. The Purchaser/s shall not enclose the said terrace till the permission in writing is obtained from the concerned local authority and the Promoter and the said Organization as the case may be.

xviii. The Purchaser hereby covenants with the Promoter to pay any amount liable to be paid by the Purchaser under this

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Amnesty Scheme 20

Amnesty Scheme 2023			
SR No.	6288	2:023	
PAGE No.	re	30	



Agreement and to observe and perform the covenants and conditions contained in this agreement and to keep the Promoter indemnified against the observation and performance of the said covenants and conditions except so far as the same ought to be observed by the Promoter.

The Purchaser hereby agrees and undertakes to become a member of the said Organization and to make the necessary application for the same. The Purchaser shall be bound from time to time to sign all papers and documents for safeguarding the interest of the Promoter and of the Purchaser of the said Flat in the said Building.

You are Entering into Execution of Agreement after taking a complete, detailed and thorough inspection of the Unit and other amenities and facilities provided and after having satisfied yourself that the construction has been in accordance with the terms and conditions of the Agreement, including but not limited to area measurement, finishing, workmanship of the construction work, sanitary fittings, electric connections, standard of material used, amenities, and fittings thereof and you have complaints/grievances of any nature whatsoever and you waive off those rights in this regard. You have intimated that you have been satisfied about the Unit, you have no disputes or differences, claims and demand against the company and you will not be entitled to make complaint in regard to the work carried out by us and no such complaints will ever be entertained thereafter.

After the possession of the said Flat / Car Parking Space is XX. handed over to the Purchaser, if any additions or alterations in or about or relating to the said Building are thereatter sub-reco required to be carried out by the Government, Municipalities and or any statutory authority, the same shall be carried one the Purchaser in co-operation with the purchaser of other Flat/Unit in the said Building at their own the Promoter shall not be in any manner liable or res

for the same. The Purchaser shall ensure that as and when the Promo xxi. shall so require, the said Organization shall pass the necessary resolutions confirming the right of the Promoter to carry out additional construction work on the said Building/ the said Project in accordance with the Acts and confirming the right of the Promoter to sell on ownership basis such additional area to be constructed on the said Building/ property and/or to give rights therein to persons of the choice of the Promoter.

The Purchaser shall not without the written permission of xxii. the Promoter use the Flat/Unit or permit the same to be used for any purpose whatsoever other than that for which the same is sold or for any purpose which may be or is likely to cause nuisance or annoyance to occupiers of the other Flat/Unit in the said building or to other owners or occupants of the neighbouring properties. It is hereby agreed and understood that the said Flat are not sold for Heuraseua

Amnesty Scheme 2023 SR No. PAGE No.

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Commercial purpose and / or any purpose other than residential.

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or of the said Project and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Said Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the said Organisation and until the said Project is transferred to the said Organisation as hereinbefore mentioned.

The Purchaser/s is/are aware that the Larger Property xxiv. and the Whole Project, is a single integrated common layout. The Purchaser /s is/are further aware that the buildings/towers/structures/areas/spaces comprised in the Larger Property and the Whole Project, would require to be renovated, repaired, redeveloped, restored and/or reconstructed at some point in the future, especially having regard to the life of buildings / structures / areas and/or events (including force majeure circumstances) that may necessitate any or all of the aforesaid. In light of what is stated hereinabove, the Purchaser/s and all his/her/its/ their successors/assigns (in any manner howsoever) with intention to become bound by the terms of this Agreement including this clause, hereby covenant with the Promoter and all their assigns and/or any other persons as may be

authorised solutions and agents and their cassigns are the persons as may be authorised the persons as may be authorised the persons as may be authorised (person) being obliged), even after the Society Conveyance, the Other Residential Component Societies' Conveyance and the Apex Body Conveyance to repair, reconstruct, redevelop, restore and/or renovate in any manner howsoever and whatsoever, the Residential Component (if any) and the Residential Exclusive Amenities or any part thereof, without any restriction or interference whatsoever and the Purchaser/s hereby undertakes and covenants to not raise

any objection and/or claim in this regard and/or restrict

any of the aforesaid. This Clause is of the essence of this Agreement.

### 18. **BINDING** EFFECT

Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan, within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub Registrar of

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Amnesty Scheme 2023

SR No. 6286 2023

PAGE No. 49 36

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Assurances as and when intimated by the Promoter. If the Purchaser(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled.

## 19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/Unit /plot/building, as the case may be.

## 20. WAIVER NOT A LIMITATION TO ENFORCE

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and also agreed by the Purchaser that exercise of discretion by the Promoter in the case on Purchaser shall not be construed to be a precedent and/or binding on the Fromoter to exercise such discretion in the case of other Purchaser.

Failure on the part of the Promoter to enforce at any time or for failure period of time the provisions hereofishall not be construed to be waiver of any provisions or of the right thereafter to enforce each and every provision.

#### 21. RIGHT TO AMEND

This Agreement may only be amended through

the Parties.

## 22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/SUBSEQUENT PURCHASERS

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Flat and the said Building and the Project shall equally be applicable to and enforceable against any subsequent purchasers of the said Flat, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes.

## 23. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable or under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the

Heavasarat Amnesty Scheme 2023 SR No.

PAGE No.

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remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

# 24. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the said Flat to the total carpet area of all the Flat/Unit in the Project.

## 25. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

## 26. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Purchaser, in Mira Bhayander after the Agreement is duly executed by the Purchaser and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar of assurances. Hence this Agreement shall be deemed to have been executed at Mira Bhayander.

Ghe Purchase comoter shall present this Agreement as well as the subsequence document at the proper conveyance of Assurances within the time limit prescribed to the Indian Registration Act and the

time limit prescribed the Indian Registration Act and the Purchaser and admit execution thereof and admit

b. That all notices to be served on the Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Purchaser/s: MANASVEE SUNIL SARAF
(PAN CARD NO.GHVPS4904P)

## MEENA SUNIL SARAF (PAN CARD NO. AAQPS5131A

(Purchaser's Address): B/402, Sterling Court, Near Maheshwari Nagar, Chakala MIDC, Andheri (East), Mumbai - 400093

Notified Email ID:

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PAGE No. 193

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	which all communications and letters posted at the above address
	shall be deemed to have been received by the promoter or the
	Purchaser, as the case may be.
	27. JOINT PURCHASERS
	That in case there are Joint Purchasers all communications shall be
	sent by the Promoter to the Purchaser whose name appears first
	and at the address given by him/her which shall for all intents
	and purposes to consider as properly served on all the Purchasers.
	28. STAMP DUTY AND REGISTRATION
-	The charges towards stamp duty and Registration of this
	Agreement shall be borne by the Purchaser alone.
	DISPUTE RESOLUTION
	Any dispute between parties shall be settled amicably. In case of
	failure to settled the dispute amicably the some shall be referred to SUB-Real
	the Authority as per the provisions of the Real Estate (Regulation) of the Real Estate
	and Development) Act, 2016, Rules and Regulations, the reunder (2016)
	29. <u>GOVERNING LAW</u> । दस्ते क्र.१८८०/२०२४। ब्रिसि क्रिसि
	That the rights and obligations of the parties under or arising out of
\	this Agreement shall be construed and enforced in accordance with
<u>a</u>	the laws of India for the time being in force and courts at Minney, THANK
ane	shall have exclusive jurisdiction for this Agreement.
mane (O)	For the purposes of this transaction, the details of the PAN of the
1770	

M/s Promoter name KASHIMIRA CERAMIC PRODUCTS LLP (Promoter's Address) Kashimira Ceramic Products LLP, Behind Kashimira Police Station, Off. Western Express Highway, Kashimira,

It shall be the duty of the Purchaser and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing

District Thane. Notified Email ID:

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at \_ the presence of attesting witness, signing as such on the day first above written.

Promoter and the Purchaser are as follows:

Promoter's PAN

Purchaser's 1. PAN

Purchaser's 2. PAN

(a)

(b)

(c)

## THE FIRST SCHEDULE ABOVE REFERRED TO: Description of said Larger Property

AAKFK9089R

GHVPS4904P

AAQPS5131A

All that piece or parcel of Land or ground on the plot situate at old survey No. 66/4P, new Survey being Survey no. 84/4C, and old Survey No. 63/P, New Survey being Survey no 81/7, 81/15 plot no.1 and 81/16 corresponding to C.T.S. Nos. as detailed in tabular form below in the Registration District of Thane in aggregate admeasuring 17200 Square yards equivalent to 14302.50 square meters as per actual measurement with the structures standing Heenasaia

**Amnesty Scheme 2023** SR No. PAGE No.

thereon along with messuages, tenements, buildings thereon with well water situate at Village Mira, Taluka and District Thane:

Kashin	ira Cera	mics Pro	ducts Pvt.	Ltd.
LIST OF F	ROPERT	TY CARD	 DETAILS	<del>-</del>
	New No.	C.T.S.	Area	Unit
1	1442		11.40	Sq. mtr
2	1443		11.40	Sq. mtr
3	1444		10.50	Sq. mtr
4	1445		8.70	Sq. mtr
5	1446		191.00	Sq. mtr
6	1491		11.20	Sq. mtr
7	1492		61.00	Sq. mtr
8	1493		12.60	Sq. mtr
9	1494		46.20	Sq. mtr
10	1495		14.00	Sq. mtr
11	1496		6.40	Sq. mtr
12	1497	<u> </u>	8.10	Sq. mtr
13	1498		10.80	Sq. mtr
14	1499		12.00	Sq. mtr
15	1500		10.50	Sq. mtr
16	1501		4.50	Sq. mtr
17 SUB-R	1302	<u> </u>	12.20	Sq. mtr
र्भ हें पक ठाने	189		12.60	Sq. mtr
	19/3/		11.40	Sq. mtr
220	福图		7.00	Sq. mtr
21	150		11.40	Sq. mtr
X22 \	*1807/		11.40	Sq. mtr
205T THANE	1308		11.40	Sq. mtr
24	1509		108.00	Sq. mtr
25	1510		269.50	Sq. mtr
26 .	1511		1597.50	Sq. mtr
27	1586		9.00	Sq. mtr
28	1589		7.00	Sq. mtr
29	1590		699.50	Sq. mtr
30	1591		4.00	Sq. mtr
31	1592	7	78.60	Sq. mtr
32	1593		5.00	Sq. mtr
33	1594		100.00	Sq. mtr
34	·1595		13.50	Sq. mtr
35	1596		35.20	Sq. mtr
36	1597		36.00	Sq. mtr
37	1598		7.00	Sq. mtr
38	1599		6.00	Sq. mtr
39	1600	·	7.00	Sq. mtr
41	1629		167.90	Sq. mtr
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Amnesty Scheme 2023 SR No. PAGE NO

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Sq. mtr

Stamps

43	1646	9954.00	Sq. mtr
44	1647 ·	281.60	Sq. mtr
45	1648	95.00	Sq. mtr
46	1650	11.50	Sq. mtr_
47	1651	33.00	Sq. mtr
48	1652	51.70	Sq. mtr
49	1792	220.50	Sq. mtr
50	1829	115.00	Sq. mtr
51	1882	26.20	Sq. mtr
	Total Area	14487.30	Sq. mtr

Boundaries:

pouridaties.		
On or towards North	Old Survey No. 63(Part)	
On or towards West:	Old Survey Nos. 61(Part) & 62 (Part)	
On or towards South	Old Survey No. 64	
On or towards East:	D. P. Road and Survey No. 63 (Part)	

# THE SECOND SCHEDULE ABOVE REFERRED TO:

Description of said Project

All that piece or parcel of Land or ground on the plot situate at old survey No. 66/4P, new Survey being Survey no. 84/4C, and old Survey No. 63/P, new Survey being Survey no 81/7, 81/15 plot no.1 and 81/16 C.T.S. No.1442 to 1446, 1491 to 1511, 1586, 1589 to 1600, 1629,1630,1646 to 1652, 1792, 1882,1829 in the registration district of Thane admeasuring 17200 sq. yards equivalent to 14302.50sq. meter as per actual measurement i.e. part of the Property is reserved by Government for construction of building/s under the Ambedkar Yogna, situate at Village Mira, Taluka and District Thane, bounded as follows:—

District Thane, bounded as to	niows	<del></del>
On or towards North	Old Survey No. 63 (Part)	OUNT SUB-RE
On or towards West:	Old Survey Nos. 61 (Part) &	12 (Part) 3/2 (185 570) 25
On or towards South	Q1922 My 62/4/2058	
On or towards East:	D. P. Road and Survey No.	53 (Part)
		क्र जि. ठाणे

THE THIRD SCHEDULE ABOVE REFERRED TO

Description of said Flat/unit/shop/office bearing No. 302, on the Third Floor of the building known as HIRACO EMINENCE – I, Wing "D" admeasuring 60.90 sq.mt (carpet area) along with amenities attached fixed parking space No. \_\_\_\_\_ of an area admeasuring NIL sq. ft. carpet area in the Podium / under stilts and/or open parking space No. \_\_\_\_\_ and/or terrace admeasuring Nil sq.ft. carpet area. on part of land bearing old survey No. 66/4P, new Survey being Survey no. 84/4C, and old Survey No. 63/P, new Survey being Survey no 81/7, 81/15 plot no.1 and 81/16 C.T.S. No.1442 to 1446, 1491 to 1511, 1586,1589 to 1600, 1629,1630,1646 to 1652,1792, 1882 and 1829 in the Registration District of Thane in aggregate admeasuring 17200 Square yards

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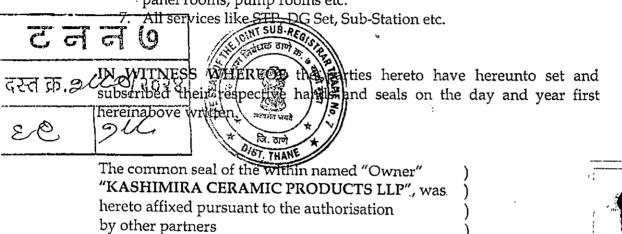
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equivalent to 14302.50 square meters as per actual measurement with the structures standing thereon alongwith messuages, tenements, buildings thereon with well water situate at Village Mira, Taluka and District Thane.

## Fourth Schedule: List of said Common Amenities

- 1. Amenity/Stilt Level
- 2. All common staircases, lifts and lobbies
- 3. All ramps, internal roads
- 4. All common entry/entries and exits in the Building
- 5. All paved & landscaped area within the said Proejct
- 6. All service utility rooms like security cabin, society office, electric panel rooms, pump rooms etc.



P.A.N. AAKFK9089R In the presence of.......

the authorized Partner

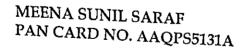
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SIGNED AND DELIVERED BY THE Within named "PURCHASER/S"

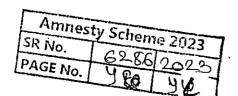
and signed by Mr. Dhaval K Darji

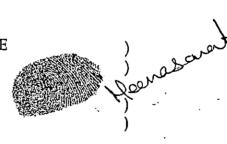
MANASVEE SUNIL SARAF (PAN CARD NO.GHVPS4904P)



in the presence of ............ 1.

2.











Amnes	y Schem	e 2022
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PAGE No.	.Y6	416

RECEIVED the day and year first
hereinabove written of and from the
Within named Purchaser a sum of
Rs.30,91,675/- (Rupees Thirty Lakhs Ninety One
Thousand Six Hundred Seventy Five Only
By Cheque/P.O. bearing No. XXXX
Dated drawn on
Bank, being the amount of earnest money
and/or deposit and towards part payment as within
mentioned to be paid by him/her/them to us.

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WE SAY RECEIVED Rs.30,91,675/-KASHIMIRA CERAMIC PRODUCTS LLP Authorised Partner

In the presence of .....

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### **AMAR KHANNA**

B.L.S. LL.B., LL.M., Advocate & Solicitor

A/32, Akurli Om Co-op. Hsg. Soc. Ltd., Plot No. 12, RSC-2, Lokhandwala Complex, Kranti Nagar, Akurli Road, Kandivli (E), Mumbai 400 101

Mob: 9223205255 Tel: 2966 4050

18th October 2010

#### TO WHOMSOEVER IT MAY CONCERN

Re: All that piece or parcel of agricultural Land situate, lying and being at at Village Mira, Taluka and District Thane. Bearing CTS Nos. 1442 to 1446, 1491 to 1511, 1586, 1589 to 1600, 1629, 1630, 1646 to 1652 and 1792 and in the registration District of Thane in aggregate admeasuring 17200 Square yards equivalent to 14381 square meteres.

1. THIS IS TO CERTIFY THAT under instructions from my clients

Kashimira Ceramic Products Private Limited, a Company
incorporated under the Companies Act, 1956, having its office at

Gandhi Compound, Behind Kashimira Police Station, National

Highway No. 8, Mira Road, Thane, I hereby give my opinion as to
the title of the said Kashimira Ceramic Products Private Limited,

(hereinafter referred to as "the said Company"), to the captioned

property being all that piece of partel of agricultural Land Substituted

lying and being at at Village Mira, Talpha and District Thanks Beautiful

CTS Nos. 1442 to 1446, 1491 to 1511, 1586, 1589 to 1604, 1629, 1630, 1646 to 1652 and 1792 and in the registration District of Land.

in aggregate admeasuring 17200 Square yards equivalent to 14381 square meteres and more particularly described in the Schedule hereunder written (hereinafter referred to as "the said property").

- 2. For the purpose of forming my opinion, I have perused the papers and documents made available to me, and relied on the representations made by the said Company. I have also caused the search to be taken in respect of the subject property and made necessary inquiries in respect thereof.
- 3. On perusal of documents and information provided and on enquiries,

  I hereunder set out my understanding of the Ownership of the said

  Company to the said property and the right of the said Company to

  develop the said property.

One Kantaben Amidas Gandhi was seized and possessed of the said

Vendor of the First Part, one Shri Chimanlal P. Shah, therein referred to as the Confirming Party of the Second Part and the said Company, therein referred to as the Purchasers of the Third Part, (hereinafter referred to as "the said Deed of Conveyance"), the said Vendor

AMAR KHANNA

conveyed, assigned sold, assured and transferred the property more particularly described in the Schedule thereunder written unto and in favour of the said Purchasers (i.e. the said Company) and the said Confirming Party confirmed to the same, for the consideration and upon the terms and conditions therein contained.

5. However, due to certain disputes, the said Company filed a Special Civil Suit being Suit No. 46 of 1971 in the Court of the Civil Judge, Senior Division Thana against the said Kantaben Amidas Gandhi and her husband Amidas Dwarkadas Gandhi (since deceased).

The said Suit was settled amongst the parties thereto and accordingly Compromise Purshis were filed on the 28<sup>th</sup> day of April 1976, amongst the then parties to the suit and pursuant to the said Compromise Purshis, certain rectifications were required to be carried out in the said Deed of Conveyance and accordingly by and under a Deed of Rectification dated 4<sup>th</sup> day of August 1976, duly registered with the Sub Registrar of Bombay under Sr. No. BOM/R 1007/1976,

to as the Vendor of the First Park Sing Kantaben Amidas Gandhi, Company Gandhi, Company Compan

Hemant Amidas Gandhi, Kumar Daksha Amidas Gandhi, Kum

Shreya Amidas Gandhi and Kumari Meera Amidas Gandhil, there referred to as the Confirming Parties of the Second Part and the said

**(4)** 

Company, therein referred to as the Purchasers of the Third Part, the said rectifications as set out thereunder were carried out in the said Deed of Conveyance and more particularly stated that the said Company is the Owner of the said property and entry to that effect is also reflected in the extract of Index II register.

7. The Property Card in respect of the said property also stands in the name of the said Company and the Assessment Bills in respect of the said property are also issued in the name of the said Company and the said Company is paying the same.

The said Company has, thus become the Owners of and/or seized

NT SUB-REGISTED a possess wise well and sufficiently entitled to Ohis Chipholipic petant Authority, Thane, being the

Competant Authority, appointed under the U. L. C. Act, has also by its order dated 25th October 2007, ordered that the said Company is not a surplus land Holder. The said Company, being desirous of developing the said property has already obtained the NOC on 23rd March 2010 from the Office of the Labour Officer for development of the subject property. Similarly, the Mira Bhayandar Municipal Corporation has on 15th July 2010, permitted the construction to be

carried out on the said property by the said Company upon the terms and conditions therein contained.

In the circumstances as aforestated, I am of the opinion that the title 10. of the said Company i.e. Kashimira Ceramic Products Private Limited to the said Property being all that piece or parcel of agricultural Land situate, lying and being at at Village Mira, Taiuka and District Thane. Bearing CTS Nos. 1442 to 1446, 1491 to 1511, 1586, 1589 to 1600, 1629, 1630, 1646 to 1652 and 1792 and in the registration District of Thane in aggregate admeasuring 17200 Square yards equivalent to 14381 square meteres and more particularly described in the Schedule hereunder written, is clear and marketable and further that, the said Company, subject to the terms and conditions laid down by the Mira Bhayandar Municipal Corporation has on 15th July 2010, is entitled to develop the said Property and construct building thereon accordance with the plans as may be approved and the te दस्त क्र.७८८०/२०२४ conditions as may be laid upon by the said Mi Corporation.

# THE SCHEDULE HEREINABOVE REFERRED TO

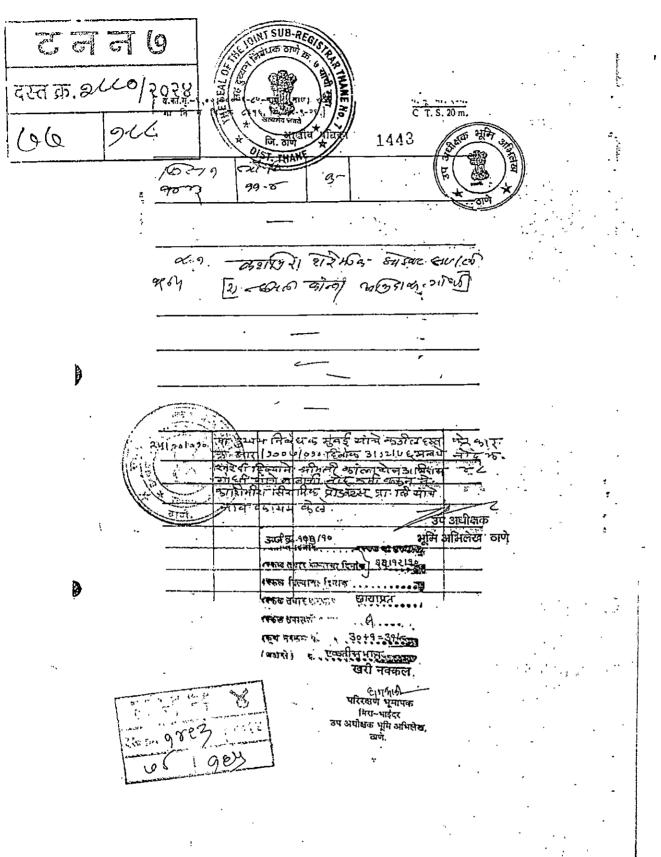
All that piece or parcel of agricultural Land situate, lying and being at at Village Mira, Taluka and District Thane. Bearing CTS Nos. 1442 to 1446, 1491 to 1511, 1586, 1589 to 1600, 1629, 1630, 1646 to 1652 and 1792 and in

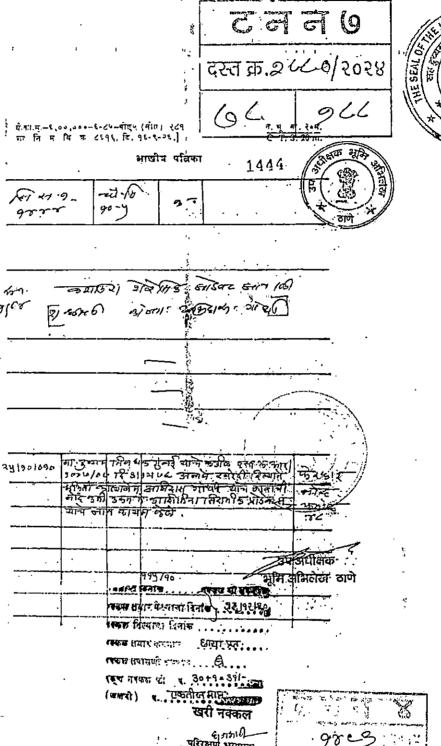
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# ANNEXURE "V"

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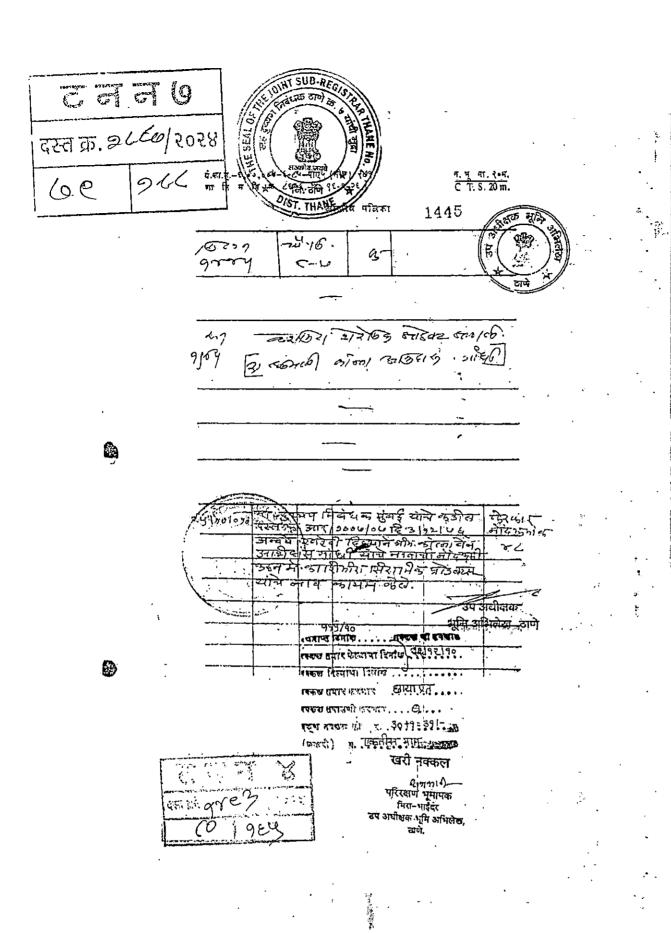


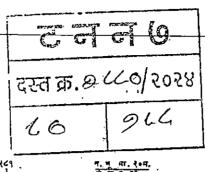


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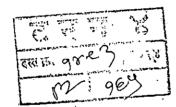
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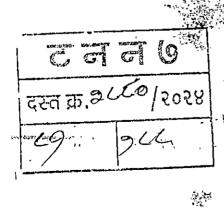
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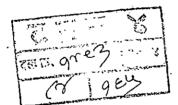
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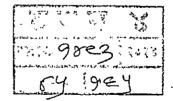
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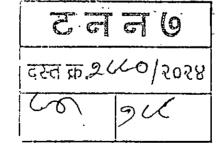




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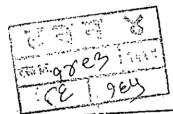
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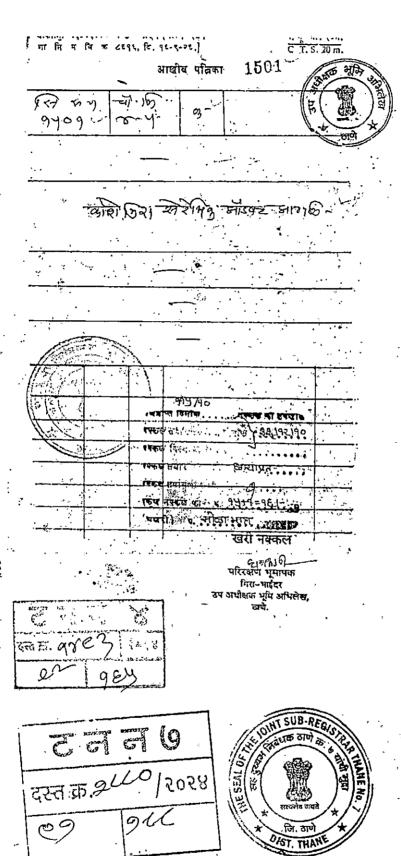
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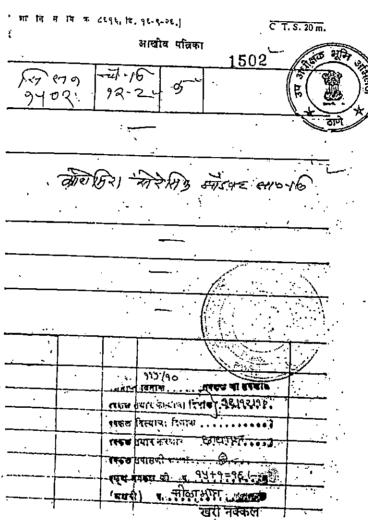
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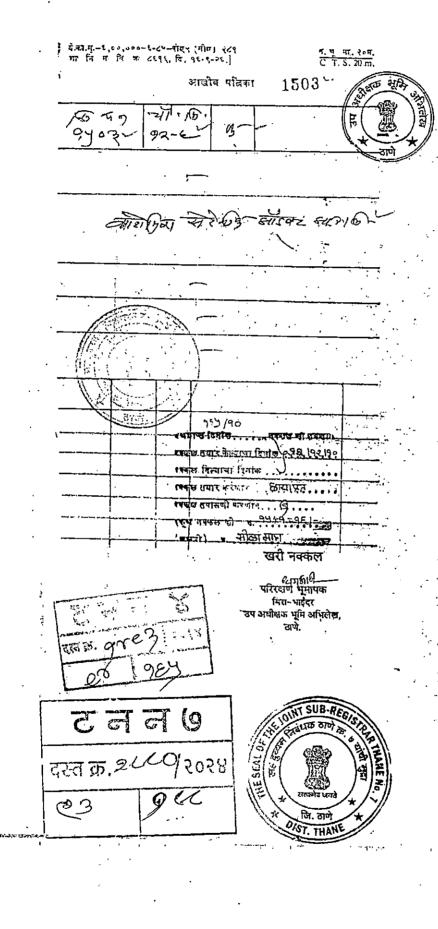


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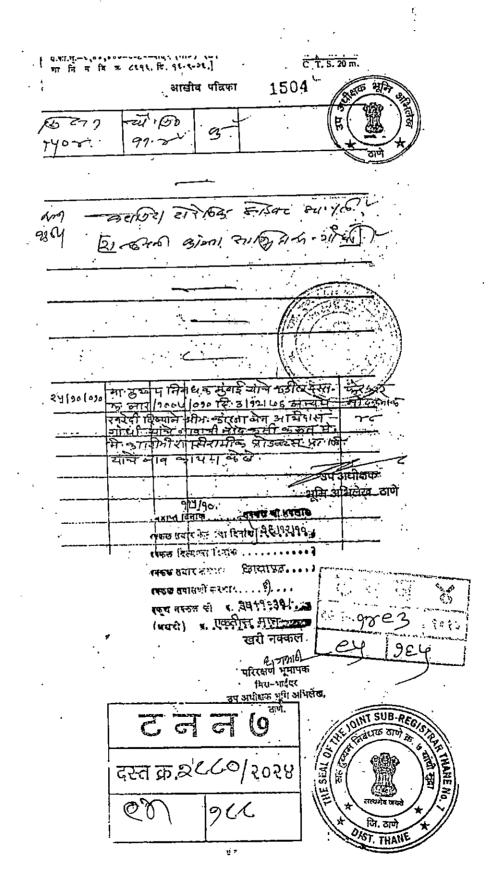


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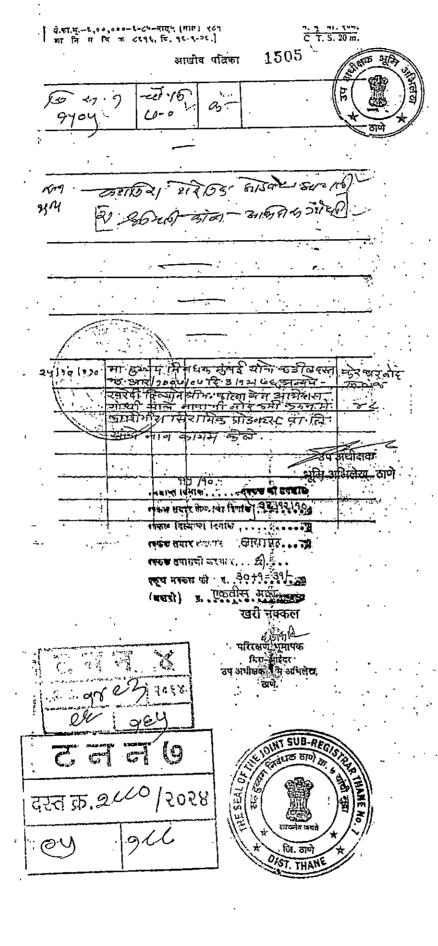




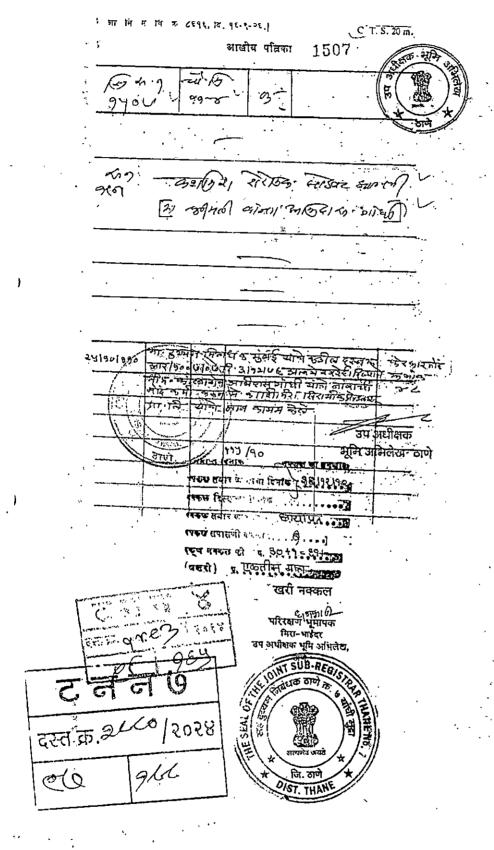
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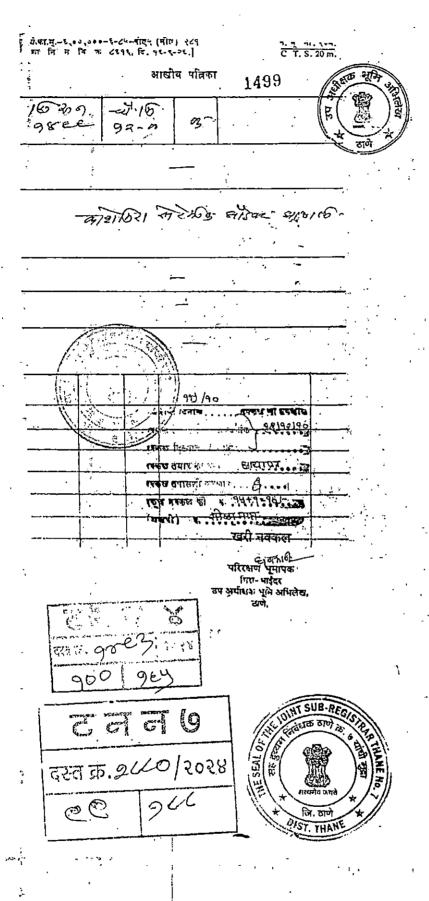


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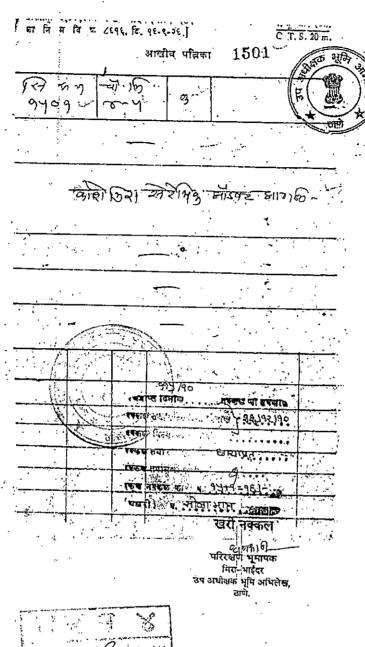
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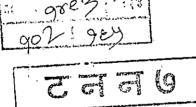


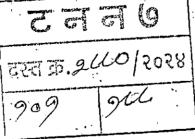
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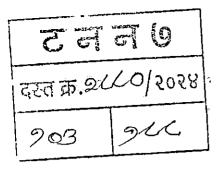


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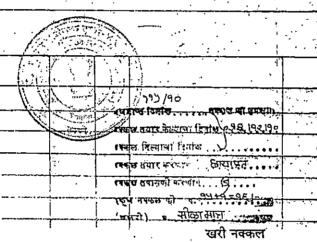
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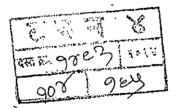
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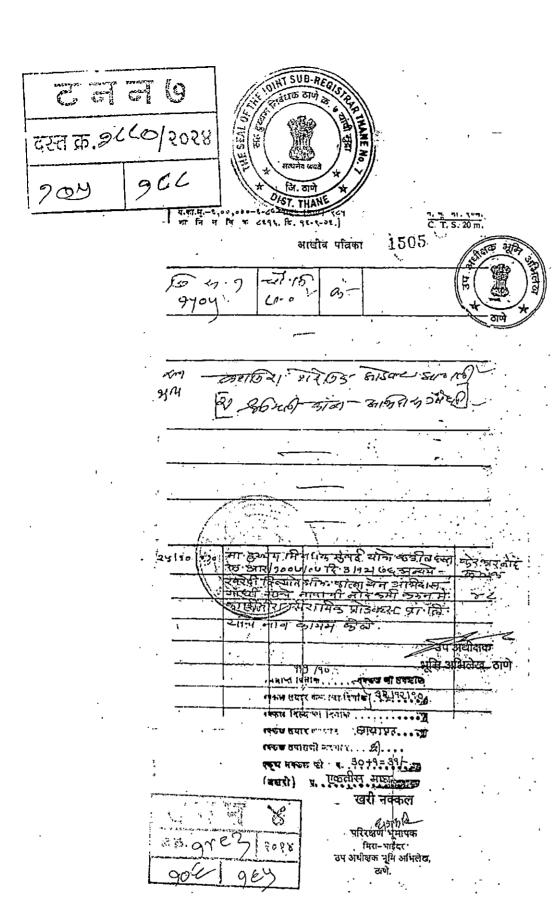
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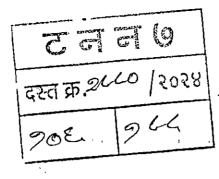
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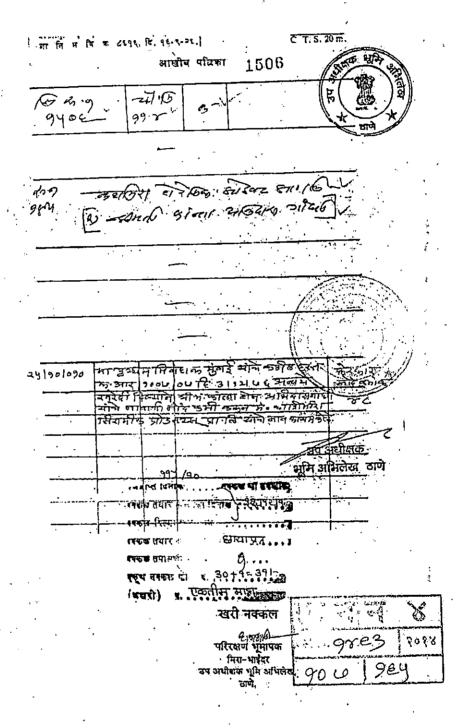
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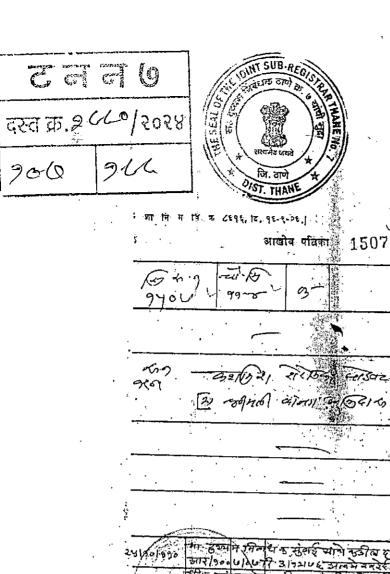








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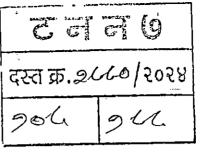
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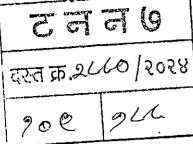
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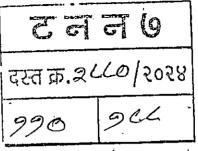
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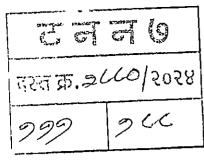
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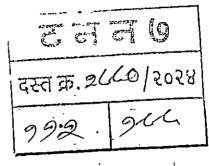
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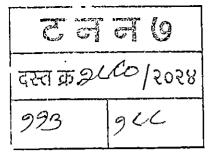


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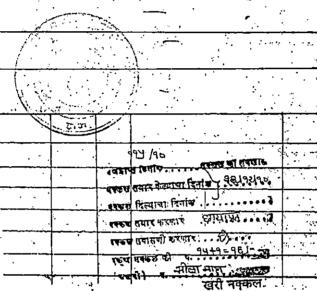


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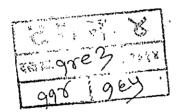
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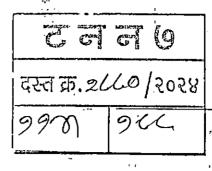
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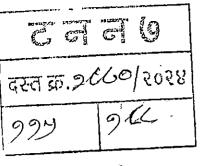




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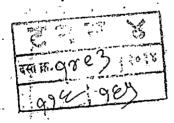
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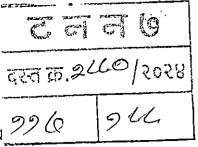


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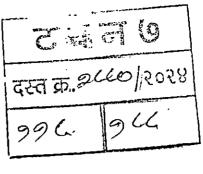
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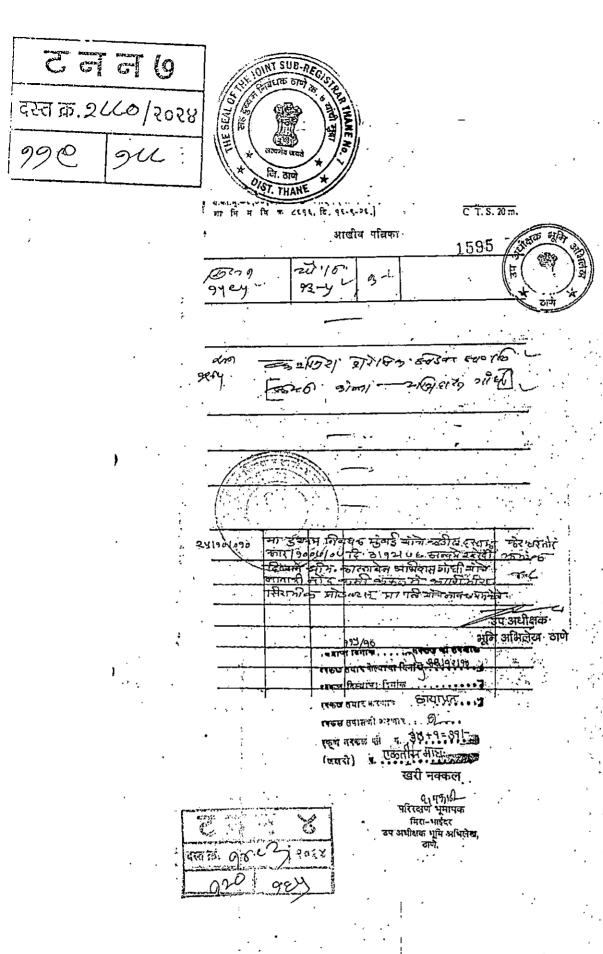


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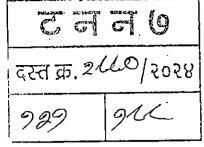
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## टनन ७ दस्त क्र. १८० /२०२४ 920

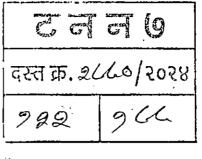


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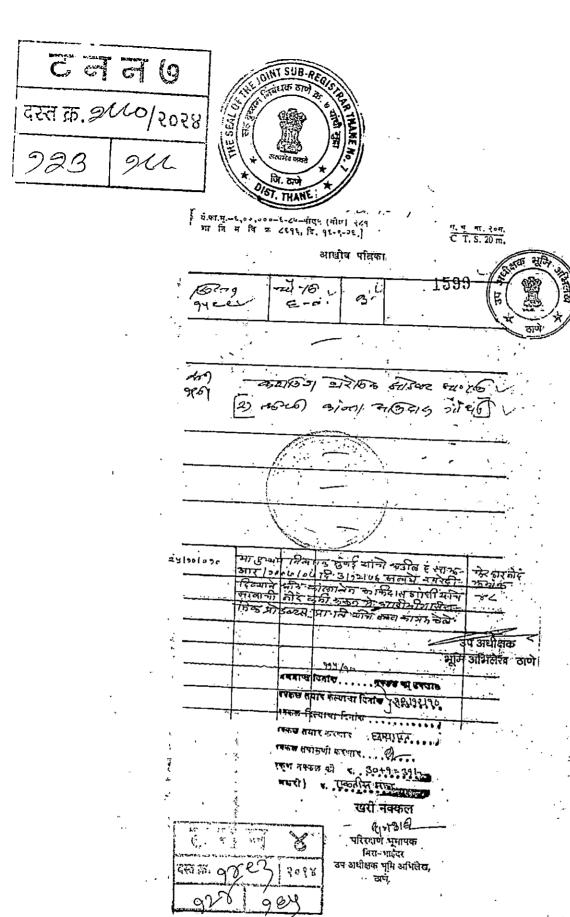


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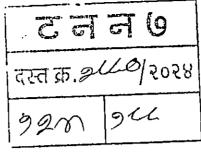
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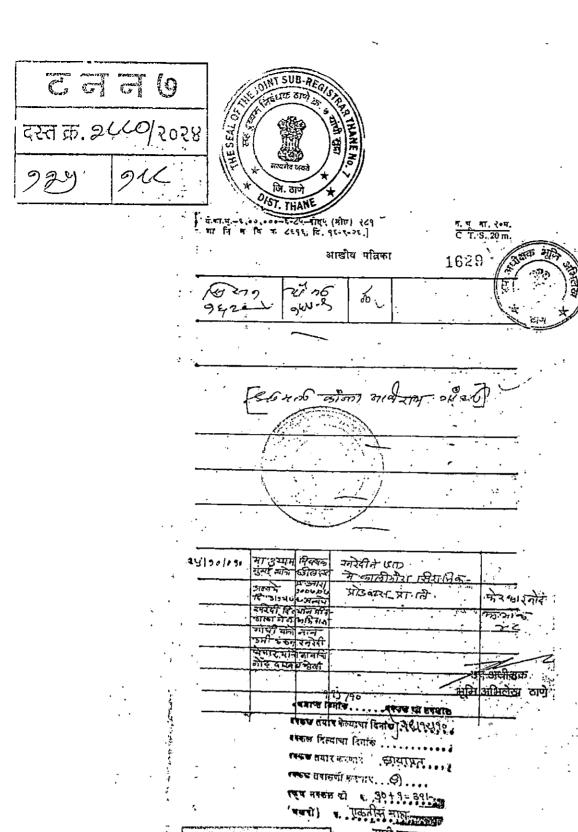
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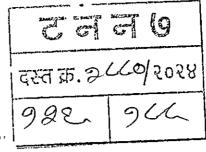
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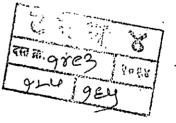
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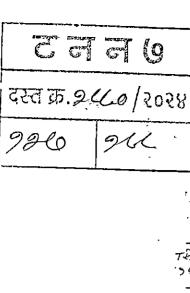
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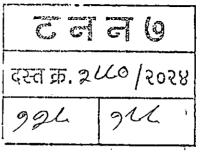
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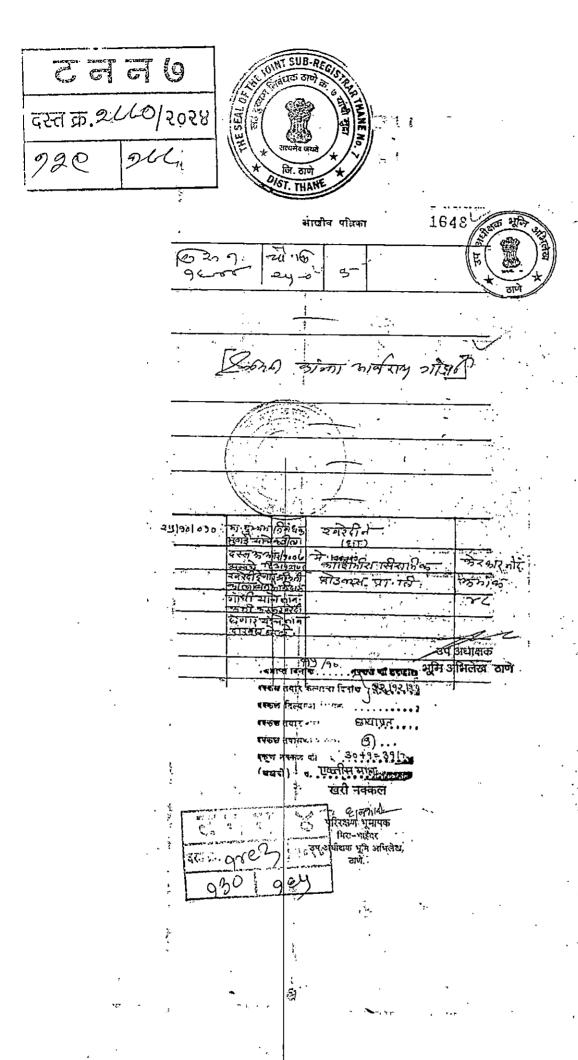
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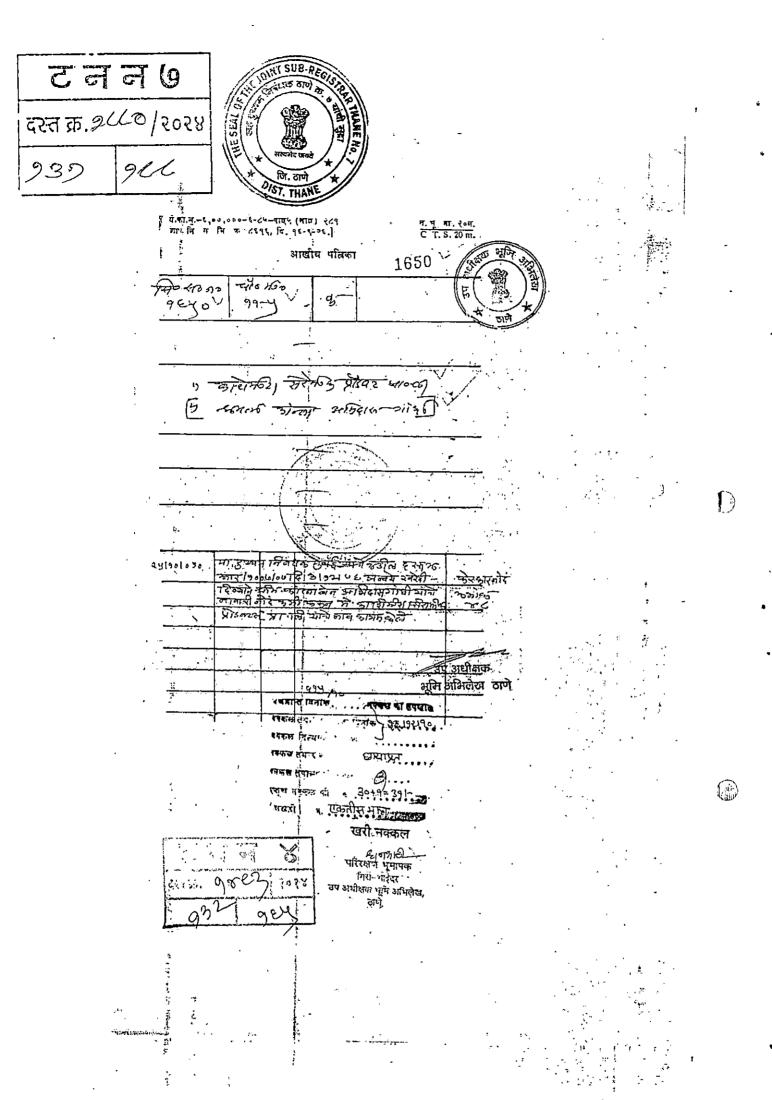
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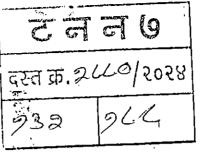




ग्रं.का.म्.-६,००,०००-६-८५-बाय्५ (मील) २८९ ग्रा नि म वि क ८६९६, दि, १६-९-२६.] न. प्रा. २०म. C T. S. 20 m. 1649 आचीव पत्रिका 21026. છ<sup>ે</sup> JH 277 - . ; 34~ कारामी राम्भे काडकर सर्वा पु रहार कोन्। मिन्सिल गाँव । मा दुश्यम । तिर्वाहाक मुंबई यांने काजी ला इरून ऋ क्यार १९०० तता वर्ग के १९२१ १६ अन्वेत रहेर्नी रहेगाने हिन्दु करता बेन आधीराहरीही यांने काणाणी जो र काजी क्वक के काछी। देश सिरा कि मोडक्य मा नियाने सबबायां हैंदे 281201020 च्छे ध्यकोरं 50 40705 य अधीक्षक (क्ष वस्कर दी 'वयरी) ५.३९ खरी नंबकल ८(जा ५) परिरक्षण भूमापक गिरा-भारेंदर प अधीक्षक भूमि अभिलेख,

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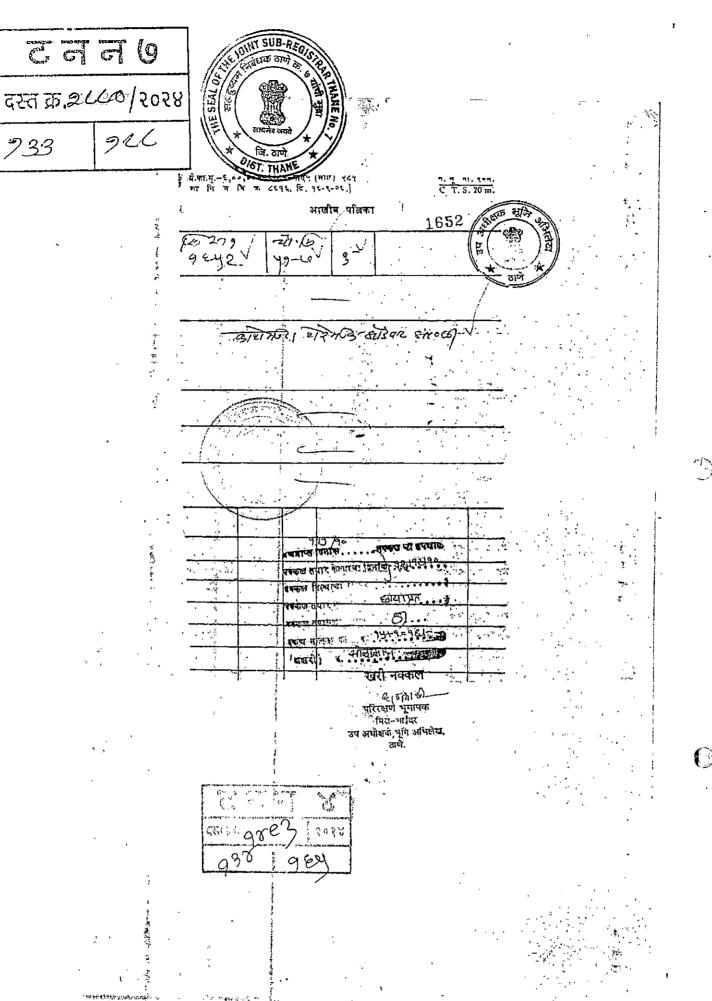


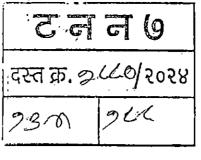




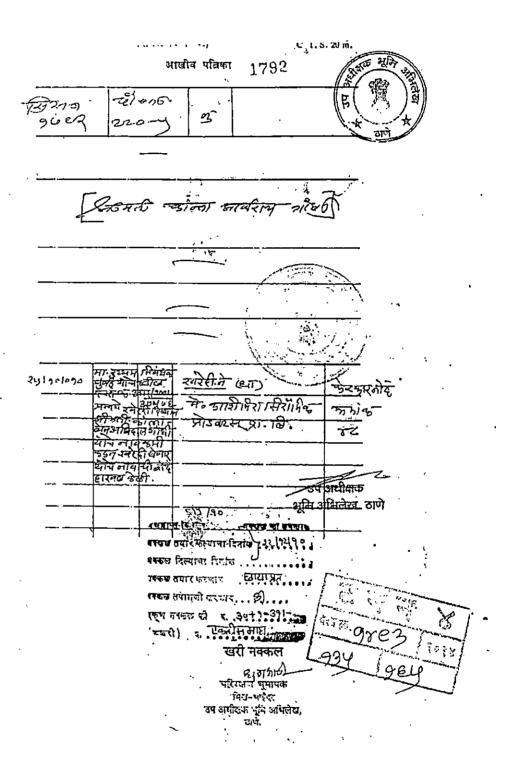
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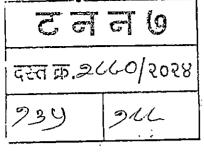
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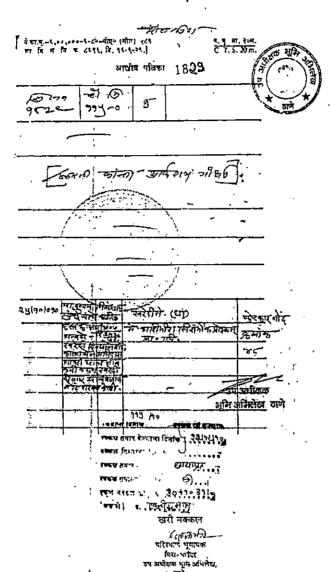


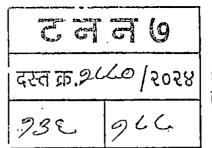




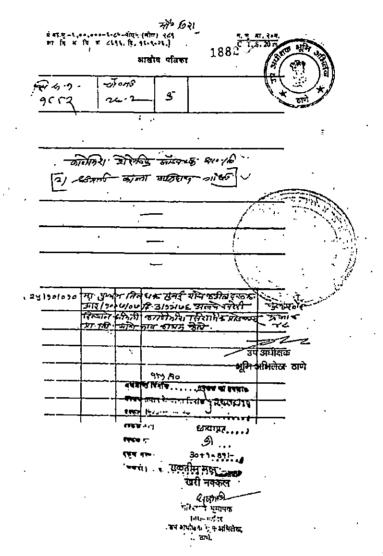


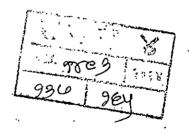












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## मिरा भाईंदर महानगरपालिका

मुख्य कार्यालय, भाईंदर (प.),

छत्रपती शिवाजी महाराज मार्ग, ता. जि. ठाणे - 401 101

जा.क. मिभा / मनपा / नर /3069/2090-20 दिनांक - 26/ 7209 C

प्रति,

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अधिकार पत्रधारक - मे. काशीमिरा सिरॅमिक्स प्रोडक्स एल,एल.पी. द्वारा - वास्तुविशारद - मे. दिलीप मेवाडा ॲन्ड असी.

> विषय: - मिरा भाईदर महानगरपालिका क्षेत्रातील मौजे - <u>मिरा</u> <u>मौजे मिरा, सि.टी.एस. क्र. 1442 ते 1446. 1491 ते 1511, 1586. 1589 ते 1600, 1629, 1630, 1646 ते 1652, 1729, 1829, 1882</u> या जागेत नियोजित बांधकामास बांधकाम प्रारंभपत्र मिळणेबाबत.

संदर्भ :- 1) आपला दि.<u>11/06/2019</u> चा अर्ज.

- 2) मे. सक्षम प्राधिकारी नागरी संकुलन ठाणे यांचेकडील आदेश क्र.

  युएलसी/दिए/दे.नं.1/एसआर-146,182,144 दि.25/10/2007, ULC/TA/Mira/SR146+182+144 दि.26/11/1984 अन्वये कलम 8(4) चे आदेश व युएलसी/दिए/मिरे/कावि/630 दि.07/07/2010 अन्वये प्रस्तावित जागेचे अतिरिक्त क्षेत्र निरंक घोषित केल्याचे पत्र.
- मा. जिल्हाधिकारी ठाणे यांचेकडील अकृषिक परवानगी
   आदेश क्र. <u>आरबी-IV-एनएपी/सीआर17/74 दि.15/07/74</u>
- 4) दी इस्टेट इन्व्हेसमेंट कं.प्रा.लि. यांचेकडील क्र. EI/86 दि.23/08/2006 रोजीचा नाहरकत दाखला.
- 5) अग्निशमन विभागाकडील जा.क्र. मनपा/अग्नि/441/18-19 दि.09/08/ 2018 अन्वयेचा तात्पुरता नाहरकत दाखला.
- 6) <u>पर्यावरण विभागाकडील क्र. SEAC-2013/CR-79/TC-1 Dt.04/03/2015</u> रोजीचे प्रमाणपत्र.
- 7) <u>या कार्यालयाचे पत्र क्र. मिभा/मनपा/3869/2018-19, दि.12/09/2018</u> अन्वये सुधारीत बांधकाम परवानगी,

## -: सुधारीत बांधकाम प्रारंभपत्र :-

(विकास हक्क प्रमाणपत्र व नागरी सुविधा क्षेत्राचा अतिरिक्त चटईक्षेत्र वापरासह)

महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 च्या कलम 44, 45 अन्वये व मुंबई प्रांतिक महानगरपालिका अधिनियम 1949 चे कलम 253 ते 269 विकास कार्य करण्यासाठी / बांधकाम प्रारंभपत्र मिळण्यासाठी आपण विनंती केले नुसार मिरा भाईदर महानगरपालिका क्षेत्रातील मौजे मिरा. सि.टी.एस. क. 1442 ते 1446, 1491 ते 1511, 1586, 1589 ते 1600, 1629, 1630, 1646 ते 1652, 1729, 1829, 1882 या जागेतील रेखांकन, इमारतीचे बांधकाम नकाशांस खालील अटी व शर्तीचे अनुपालन आपणाकडून होण्याच्या अधीन राहून ही मंजूरी देण्यात येत आहे.

- 1) सदर भुखंडाचा वापर फक्त बांधकाम नकाशात दर्शविलेल्या <u>रहिवास</u> वापरासाठीच करण्याचा आहे.
- 2) सदरच्या बांधकाम परवानगीने आपणास आपल्या हक्कात नसलेल्या जागेवर कोणतेही बांधकाम करता येणार नाही.

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मंजूर नकाशाप्रमाण जाग्रेवसम्बद्धिक मोजूणी करून घेणेची आहे व त्यांची तालुका निरीसक भूमि अभिलेख हुएणि काली प्रमाणिस केलेली नकाशाची प्रत या कार्यालयाच्या अभिलेखार्य दोन प्रतीमध्य किंदियों जाहे व त्यास मंजूरी घेणे आवश्यक आहे.

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

5) या जागेच्या 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 जवाबदारी विकासक / वास्तुविशारद / धारक यांची राहील. रस्त्याबाबत व वापराबाबत आपली / धारकांची कोणताही हरकत असणार नाही.

6) नागरी जमीन धारणा कायदा 1976 चे तरतुदींना व महाराष्ट्र जमीन महसूल अधिनियमाच्या तरतुदीस कोणत्याही प्रकारची बाधा थेता कामा नये व या दोन्ही कायद्यान्वये पारित झालेल्या व यापुढे वेळोवेळी होणा-या सर्व आदेशाची अंमलवजावणी करण्याची जवाबदारी विकासक व वास्तुविशारद इतर धारक यांची

अन्तर्देव्हें कुन्त / बांधकाम नकाशात इमारतीचे समोर दर्शविण्यात / प्रस्तावित कर्ण्यात अन्तर्देव्हें आलेति सामासिक अंतराची जागा ही सार्वजनिक असून महानगरपालिकेच्या मालकीची महिता किया जागेचा वापर सार्वजनिक रस्त्यासाठी / रस्ता रुंदीकरणासाठी करण्यात यईतर यामाबत अर्जदार व विकासक व इतर धारकांचा कोणताही कायदेशीर हक्क अस्मार्ग नाही.

8) मालकीहक्काबाबतचा वाद उत्पन्न झाल्यास त्यास अर्जदार, विकासक, वास्तुविशारद, धारक व संबंधीत व्यक्ती जवाबदार राहतील. तसेच वरील जागेस पींच मार्ग उपलब्ध असल्याची व जागेच्या हद्दी जागेवर प्रत्यक्षपणे जुळविण्याची जवाबदारी अर्जदार, विकासक, वास्तुविशारद यांची राहील. यामध्ये तफावत निर्माण झाल्या झाल्यास स्धारीत मंजूरी घेणे क्रमप्राप्त आहे.

9) मंजूर रेखांकनातील रस्ते, ड्रेनेज, गटारे व खुली जागा (आर.जी.) अर्जदाराने / विकासकाने महानगरपालिकेच्या नियमाप्रमाणे पूर्ण करून सुविधा सार्वजनिक वापरासाठी कायम स्वरुपी खुली ठेवणे बंधनकारक राहील.

 मंजूर रेखांकनातील इमारतीचे नियमावलीजुसार जोत्याचे प्रमाणपत्र प्राप्त केल्याशिवाय उर्वरीत वांधकाम करण्यात येज नये.

11) इमारतीचे उद्वाहन, अग्निशमन तरतुद, पाण्याची जिमनीवरीसल व इमारतीवरील अशा दोन टाक्या, दोन इलेक्ट्रीक पंपसेटसह तरतूद केलेली असली पाहिजे.

12) महानगरपालिका आपणास बांधकामासाठी व पिण्यासाठी व इतर कारणासाठी पाणीपुरवठा करण्याची हमी घेत नाही. याबाबतची सर्व जबाबदारी विकासक / धारक यांची राहील. तसेच सांडपाण्याची सोय व मलविसर्जनाची व्यवस्था करण्याची जबाबदारी विकासकाची / धारकाची राहील. तसेच बांधकाम सुरु करतेवेळी बांधकाम संपेपर्यंत तेथील बांधकाम कामगारांसाठी आवश्यकतेप्रमाणे पुरेशा शौचालयाची व पाळणाघराची व्यवस्था करणे आपणावर बंधनकारक राहिल.

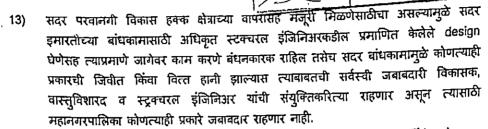
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मनपा निर्त 30 हुई प्रांत्र निर्दे गर



अर्जदाराने स.क्र. / हि.क्र. मीजे, महानगरपालिका मंजूरी, बिल्डरचे नाव, आर्किटेक्टचे नाव, अर्कृषिक मंजूरी व इतर मंजूरीचा तपशील दर्शविणारा फलक प्रत्यक्ष जागेवर लावण्यात आल्यानंतरच इतर विकास कामास सुरुवात करणे बंधनकारक राहील. 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 म झाल्यास तातडीने काम बंद करण्यात येईल.

15) मंजूर रेखांकनातील इमारतीचे बांधकाम करण्यापुर्वी मातीची चाचणी (Soil Test) घेऊन व बांधकामाची जागा भूकंप प्रवण क्षेत्राचे अनुषंगाने सर्व तांत्रिक बांबी 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 करून कार्यान्वीत करणे तसेच बांधकाम चालू असतांना तांत्रिक व अतांत्रिक कार्यवाही पूर्ण करून त्याची पालन करण्याची जबाबदारी अर्जदार, विकासक, स्ट्रक्चरल अभियंता, वास्तुविशारद, वांधकाम पर्यवेक्षक, धारक संयुक्तपणे राहील.

रेखांकनातील जागेत विद्यमान झाडे असल्यास तोडण्यासाठी महानगरपालिकेची व इतर विद्रोताची पूर्व मंजूरी प्राप्त करणे बंधनकारक आहे. तसेच खुल्या जागेत वृक्षारोपण करण्यात

मुज़ी बांधकाम नकाशे व जागेवरील बांधकाम यामध्ये तफावत असल्यास नियमावलीनुसार त्वरीन सुधारीत बांधकाम नकाशांना मंजूरी घेणे बंधनकारक आहे अन्यथा हे बांधकाम मंजूर विकास नियंत्रण नियमावलीनुसार अनाधिकृत ठरते त्यानुसार उक्त अनाधिकृत बांधकाम तोडण्याची कार्यवाही करण्यात येईल.

18) बांधकाम साहित्य रस्त्यावर व सार्वजनिक ठिकाणी ठेवता येणार नाही. यावाबतचे उल्लंघन झाल्यास महानगरपालिकेकडून आपणाविरुध्द दंडात्मक कार्यवाही करण्यात येईल.

19) इमारतीचे बांधकामाबाबत व पुर्णत्वाबाबत नियमावलीतील बाब क्र. 43 ते 46 ची काटेकोरपणे अंमलवजावणी करण्याची संपुर्ण जबाबदारी विकासक, वास्तुविशारद, स्ट्रक्चरल अभियंता, बांधकाम पर्यवेक्षक व धारक यांची राहिल.

20) महानगरपालिकेने मंजूर केलेले बांधकाम नकाशे व बांधकाम प्रारंभपत्र रद्द करण्याची कार्यवाही खालील बाबतीत करण्यात येईल व मुंबई प्रांतिक महानगरपालिका अधिनियम 1949 व महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 च्या तरत्दीनुसार संबंधिताविरुध्द विहीत कार्यवाही करण्यात येईल.

1) मंजूर बांधकाम नकाशाप्रमाणे बांधकाम न केल्यास.

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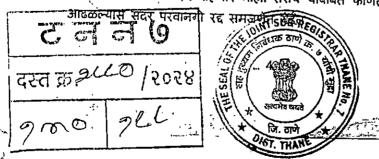
- 2) मंजूर बांधकाम नकाशे व प्रारंभपत्रातील नमुद सर्व अटी व शर्तीचे पालन होत नसल्याचे निदर्शनास आल्यास.
- 3) प्रस्तावित जागेचे वापरात महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 व इतर अधिनियमान्वये प्रस्तावाखालील जागेच्या वापरात बदल होत असल्यास अथवा वापरात बदल करण्याचे नियोजित केल्यास.
- 4) महानगरपालिकेकडे सादर केलेल्या प्रस्तावात चुकीची माहिती व विधी ग्राह्यता नसलेली कागदपत्रे सादर केल्यास व प्रस्तावाच्या अनुषंगाने महानगरपालिकेची दिशामूल केल्याचे निदर्शनास आल्यास या अधिनियमाचे कलम २५८ अन्वये कार्यवाही करण्यात येईल.

- 21) प्रस्तावित इमारतीमध्ये तळ मजल्यावर स्टिल्ट (Stilt) प्रस्तावित केले असल्यास स्टिल्टची उंची मंजूर बांधकाम नकाशाप्रमाणे ठेवण्यात यावी व या जागेचा वापर वाहनतळासाठीच करण्यात यावा.
- 22) मंजूर विकास योजनेत विकास योजना रस्त्याने / रस्ता रुंदीकरणाने / Existing Road ने बाधीत होणारे क्षेत्र 71.25 चौ.मी. महानगरपालिकेकडे हस्तांतर केले असल्याने व ह्या हस्तांतर केलेल्या जागेच्या मोबदल्यात आपणास अतिरिक्त चर्ट्झित्रांचा लाभ / मंजूरी देण्यात आली असल्याने सदरचे क्षेत्र कायमस्वरुपाची खुले, मोकळे, अतिक्रमणविरहीत ठेवण्याची जबाबदारी विकासकाची राहील. तसेच या जागेचा मालकीहक्क इतरांकडे केणत्याही परिस्थितीत व केव्हाही वर्ग करता येणार नाही. तसेच या क्षेत्राचा इरतांकडून मोबदला आपणास इतर संबंधितास व धारकास स्विकारता येणार नाही.
- 23) मंजूर बांधकाम नकाशातील 15.00 मी. पेक्षा जास्त उंचीचे इमारतीचे अग्निशमन व्यवस्थेबाबत सक्षम अधिका-याचे ' नाहरकत प्रमाणपत्र ' सादर करणे बंधनकारक आहे.

्रमुज्य रेखांकनाच्या जागेत विद्यमान इमारत तोडण्याचे प्रस्तावित केले असल्यास विद्यमान बांधकाम क्षेत्र महानगरपालिकेकडून प्रमाणीत करुन घेतल्यानंतर विद्यमान

प्रिस्तिवातील इमारतीचे बांधकाम पूर्ण झाल्यानंतर नियमाप्रमाणे पूर्ण झालेल्या प्रमारतीस प्रथम वापर परवाना प्राप्त करून घेणे व तद्नंतरच इमारतीचा वापरासाठी वापर करणे अनिवार्य आहे. महानगरपातिकेकडून वापर परवाना न घेता इमारतीचा वापर करणे अनिवार्य आहे. महानगरपातिकेकडून वापर परवाना न घेता इमारतीचा वापर करणे अनिवार्य आहे. महानगरपातिकेकडून वापर परवाना न घेता इमारतीचा वापर चालू असल्याचे निदर्शनास आल्यास वास्तुविशारद, विकासक व धारक यांच्यावर व्यक्तिशः कायंदेशीर कार्यवाही करण्यात थेईल.

- 26) या मंजूरीची मुदत एक वर्षापर्यंत राहील. तद्नंतर महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 चे तरत्दीनुसार विहीत कालावाधीसाठी नुतनीकरण करण्यात येईल अन्यथा सदरची मंजूरी कायदेशीरिरत्या आपोआप रद्द होईल.
- 27) सदरच्या आदेशातील अटी व शर्तीचे पालन करणेची जबाबदारी अधिकारपत्रधारक, बांधकाम पर्यवेक्षक, वास्तुविशारद, स्ट्रक्चरल अभियंता व धारक यांची राहील.
- 28) सदर जागेच्या मालकीबाबत व न्यायालयात दावा प्रलंबित नसल्याबाबत आपण प्रतिज्ञापत्र दि.01/06/2019 रोजी दिलेले आहे. याबाबत काहीही विसंगती आढळून आल्यास दिलेली परवानगी रद्द करण्यात येईल.
- 29) सदर जागेच्या मालकीहक्काबाबत जागेच्या हदीबाबत मा. न्यायालयीन दाव्याबाबत व पोहोंच रस्त्याबाबत सर्वस्वी जबाबदारी विकासकांची राहणार असून त्याबाबत महानगपालिका जबाबदार राहणार नाही. तसेच याबाबत कोणत्याही प्रकारची विसंगती



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## मनपा । ना ३०६१। २०१६-२० दि २७। त्रात्रा

30) यापूर्वी पत्र क्र. <u>गिभा/मनपा/नर/3869/2018-19, दि.12/09/2018</u> अन्वये यासोबतच्या मंजूर रेखांकनात प्रस्तावित केलेल्या इमारतीचे बांधकाम खालीलप्रमाणे मर्यादीत ठेवून त्यानुसार कार्यान्वीत करणे बंधनकारक राहिल.

यापुर्वीच्या मंज्रीप्रमाणेच्या मंज्र इमारतींचा तपशील

अ.क्र.	इमारतीचे नांव /	संख्या	तळ + मजले	प्रस्तावित बांधकाम
	प्रकार			क्षेत्र (चौ.मी.)
1	अ	1	2पोडियम + स्टिल्ट + 18	3681.00
2	सी	1	े 2पोडियम + स्टिल्ट + 17	4369.72

या प्रस्तावान्वये प्रस्तावित इमारतीचा तपशील

अ.क्र.	इमारतीचे नांव /	संख्या	तळ + मजले	प्रस्तावित बांधकाम				
	प्रकार	<u></u>		क्षेत्र (चौ.मी.)				
1	<u>अे</u>	1	उर्वरीत 18 वा मजला पार्ट	54.72				
2	सी	1	18 वा भजला	278.84				
3	बंगला नं. 1	1	तळ मजला	143.77				
4	बंगला नं. 2	1	तळ मजला	172.92				
5	बंगला नं. 3	1	तळ मजला	172.92 ·				
			एक्ण बांधकाम क्षेत्र	823.17 ਬੀ.ਸੀ.				

- 31) जागेवर रेन वॉटर हार्वेस्टींगची व्यवस्था करणे तसेच त्याबाबतची यंत्रणा स्वतंत्र ओव्हरटॅंक व प्लंबींग लाईनसह कार्यान्वीत ठेवणे व त्याबाबत पाणीपुरवठा विभागाकडील प्रमाणपत्र सादर करणे बंधनकारक राहिल.
- 32) प्रस्तावित इमारतीसाठी भोगवटा दाखल्यापूर्वी प्रती सदनिका 100 लिटर या क्षमतेची सौर उर्जा वरिल पाणी गरम करण्याची व्यवस्था (सोलार वॉटर हिटींग सिस्टीम) बसवून वांधकाम विभागाकडील नाहरकत दाखला सादर करणे व त्याबाबत सार्वजनिक वांधकाम विभागाकडील नाहरकत दाखला सादर करणे व त्याबाबत सार्वजनिक वांधकाम विभागाकडील नाहरकत दाखला सादर
- 33) दे भोगवटी है चिल्यापुर्वी सदर वृक्ष प्राधिकरणाच्या सल्ल्याप्रमाणे भूखंडामध्ये प्रती 100 में अंग्री भी क्रिता दोन झाडे याप्रमाणे तसेच आर.जी. च्या भूखंडामध्ये प्रती 100 ची.मी. करिता पाँच झाडांची लागवड करून त्याबादत वृक्ष प्राधिकरण विभागाकडील नाहरकत दिखिता सदर करणे बंधनकारक राहिल.
- 34) भोगवटा दाखल्यापूर्वी अग्निशमन विभागाकडील तात्पूरता नाहरकत दाखल्यामधील अटीशर्तीची पूर्तता करन अंतिम नाहरकत दाखला सादर करणे वंधनकारक राहिल.
- 35) विषयांकित जागेसाठी अकृषिक परवानगीच्या आदेशामधील अटीशर्तीची पूर्तता करणे आपणावर बंधनकारक राहिल.
- 36) प्रस्तावित जागेसाठी यु.एल.सी. विभागाकडील कलम 20 चे आदेश असल्यास भोगवटा दाखल्यापुर्वी प्रस्तावाखालील जागेकरिता यु.एल.सी. विभागाकडील निर्मात निर्मात दाखला साहर करणे आपणावर बंधनकारक राहिल.
- 37) विषयांकित जागेतील इमारतीस भौगवटा दाखुला येणेलुई नामारे सुनिधा क्षेत्र व अस्तित्व रोड ने बाधीत क्षेत्रासाठी मिरा भाईंदर महानगरपालिकेचे नावे महसूल अभिलेखी नांद झ मालमत्ता पत्रक सादर करणे बंधनकारक राहिल.
- 38) विषयांकित जागेतील रेखांकनात दर्शविलेली (Existing Structure to be demolished) बांधकामे 2 महिन्यांच्या आत निष्कासित करण बंधनकारक राहिल.
- 39) शासन निर्देश क्र. TPS-1816/CR-443/16/RP Directives/UD-13, dt.13/04/2017 मधील अदीशर्तीचे पालन करणे बंधनकारक राहिल.

· Sharina

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- 40) महाराष्ट्र प्रांतिक महानगरपालिका अधिनियम 1949 चे कलम 263 अन्वये भोगवटा दाखला घेणे आपणावर बंधनकारक राहिल.
- 41) आवश्यकता असल्यास जागेवर बांधकाम सुरु करणेपुर्वी मॅशनल ग्रीन ट्रिब्युनल (NGT) कडील नाहरकत दाखला सादर करणे आपणावर बंधनकारक राहिल.
- सदरच्या जागेवर बांधकामासाठी 200 पेक्षा जास्त बांधकाम कामगार असल्यास काम करणा-42) या बांधकाम कामगारांसाठी महाराष्ट्र इमारत व इतर बांधकाम कामगार कल्याणकारी मंडळ यांचेमार्फत राबविण्यात येणा-या योजना, त्यासाठीचे अर्ज, त्यासंबंधी इतर आवश्यक माहिती तसेच पात्र बांधकाम कामगारांची नोंदणी करिता आवश्यक प्रक्रिया नोंदणी, नुतनीकरण, बांधकाम कामगारांचे बँक खाते उघडणे इत्यादी सर्व प्रकारची संबंधित कामे करणेसाठी Facilitation Centre उमारणे बंधनकारक राहिल.
- इमारत पूर्ण झाल्यानंतर वांधकाम परवानगी मधील नमुद अटी व शर्तीचे पालन केल्याशिवाय 43) वांधकाम पूर्णत्वाचे प्रमाणपत्र व भोगवटा दाखला देण्यात येणार नाही. अटींची पूर्तता न केल्यास महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 व मुंबई प्रांतिक महानगरपालिका अधिनियम 1949 अन्चये विकासकावर गुन्हा नौंद करन पुढील कार्यवाही करण्यात येईल.
- सदर जागेमध्ये इमारतीचे बांधकाम सुरु करतांना बांधकामाच्या अनुषंगीक कामामुळे समोवतालच्या इमारतींना / बांधकामांना / रहिवाश्यांना त्रास होणार नाही किंवा जिवीत वा वित्त हानी होणार नाही याची खबरदारी घेणेची सर्वस्वी जबाबदारी विकासक / वास्तुविशारद, स्ट्रक्चरल इंजिनिअर / साईट सुपरव्हाईजर यांची राहणार असून त्यासाठी महानगरपालिका जबाबदार राहणार नाही.
- सदर गृहसंकुलातील रहिवाश्यांसाठी 2 टन क्षमतेच्या जैविक खत निर्मीती प्रकल्प उभारज 45) कार्यान्वीत करणे आपणावर बंधनकारक राहील.
- शासनास हस्तांतरीत करावयाच्या सदनिका शासनास हस्तांतरीत करुन त्याबाबतच्या नाहरकत 46) दाखल्यासह शासनाच्या इतर विभागांकडील आवश्यक नाहरकत दाखले / परवानग्या प्राप्त करून घेणेची सर्वस्वी जबाबदारी विकासक व वास्तुविशारद यांची राहिल.
- सदर जागेमध्ये माती भरणी किंवा खोदकाम करणेसाठी संबंधित महसूल प्राधिकरणाकडून 47) परवानगी घेणे व त्याअनुषंगीक आवश्यक शुल्काचा भरणा करणे बंधनकारक राहिल.
- मंजूर विकास नियंत्रण नियमावलीमधील तरतूदीप्रमाणे आवश्यक वृक्ष लागवड करणे 48) बंधनकारक राहिल.
- सदर जागेबाबत शासन निर्देशाप्रमाणे आवश्यक असणा-या परवानग्या / नाहरकत दाखले प्राप्त 49) करून घेणोची जबाबदारी विकासकाची राहिल.

महिन्त्या जागेच्या कुरासार <del>अधिक तर्</del>षाच्या आर्थिक वर्षामध्ये भोगवटा दाखला प्राप्त दिनोकापर्यंत अरणा क्रिक्टिशियादिक वृद्धिकारक राहिल. कराचा अरणा न केल्यास आपणावर

दील कायदेशीर क्रीयवाही कर भामक्टीर बार्याल्यासूर्वाह (शासन् विधिसुः दि.06/10/20|18\\ अंत्रमार्थे 02

, टिपीएस-1218/2710/प्र.क्र.117/18, नवि-12, अावश्यक क्षमतेचा सांडपाणी प्रक्रिया व रणे बंधनकारक राहिल.

ी सुनीधापरासाठीचा

दि. 20172092

मिरा भाईदर महानंगरपालिका

प्रत - माहितीस्तव व पुढील कार्यवाहीस्तव

- 1) विभाग प्रमुख अतिक्रमण तथा अनाधिकृत बांधकाम नियंत्रण विभाग
- 2) कर निर्धारक व संकलक अधिकारी कर विभाग



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(1)



## मिरा भाईंदर महानगरपालिका

नगररचना विभाग

स्वामी विवेकानंद भवन, आर.बी.के. स्कूलच्या बाजूला, कनाकिया, मिरारोड (पु.

जा.क्र. मनपा/नर/ ४४७४ ) ८०९८ - ८० १४८ ((त्या) २०२०।

दिनांकः- उ०/० १/४०४०

मुख्य कार्याल भाईदरः

प्रति,

भाग भोगवटा दाखला ॥

- में. काशीमिरा सिरॉमिक्स प्रोटक्ट एलएलपी (विकासक)
   काशिमिरा पोलीस स्टेशन मागे, एन.एच.8, मिरारोड (पूर्व) 400104.
- मे. दिलीप मेवाडा ऑण्ड असी., (वास्तुविशारद)
   116, ब्लू रोझ इंडस्ट्री इस्टेट, मागाठाणे, मेट्रो मॉल पुढे, बोरिवली (पूर्व), मुंबई

विषय : - <u>मौजे मिरा. सिसक् 1442 ते 1446. 1491 ते 1511. 1586. 1589 ते 1600. 1629.</u>
1630. 1646 ते 1656. 1792. 1829.1882 या जागेतील इमारत / विंग बी. सी. डी. ई च्या मर्यादेत भाग भोगवटा दाखला मिळणेबाबत.

- संदर्भ:- 1) मे. दिलीप मेवाडा ॲण्ड असो. (वास्तुविशारद) यांचा दि.22/11/2019 व दि.17/01/2020 रोजीचा प्रस्ताव.
  - 2) सक्षम प्राधिकारी नागरी संकुलन ठाणे यांचेकडील आदेश क्र. युएलसी/टिए/टेनं.1/मिरा/एसआर-146, 184, 144 दि.25/10/2007, युएलसी/टिए/मिरा /एसआर-146/+182+114 दि.27/11/1984 रोजीचे कलम 8(4) खालील आदेश, व क्र. युएलस/टिए/मिरे/कावि/630 दि.07/07/2010 रोजीचे पत्र.
  - मा. जिल्हाधिकारी ठाणे यांचेकडील क्र.आरबी-IV/एनएपी/सीआर-17/74
     दि, 15/07/1974.
  - मिरा भाईदर महानगरपातिको जा.क्र.मनपा/नर/3869/2018-19 दि.12/09/2018 व जा.क्र. मनपा/नर/3061/2019-20 दि.27/08/2019 अन्वये सुधारीत बांधकाम परवानगी.
  - 5) मिरा भाईदर महानगरपालिकेकडील जा.क्र.मनपा/नर/2442/12-13 दि.20/09/2012 रोजी इमारत ओ,बी,ई व जा.क्र.मनपा/नर/2005/12-13 दि.24/08/2012 अन्वये इमारत सी व डी करीता जोत्याचा वाखला
  - 6) अग्निशमन विभागांकडील ना.क.मृन्यां अग्निति ११/२०१९-२० दि. 19/10/२०१९ महास्त्रकृत दाखला व जा.क. मनपा/अग्नित/1399/19-20 दि. 22/01/2020 क्रिकेट महानाहरू
  - 7) वृक्ष प्राधिकरण विभागाकडील पत्र के मनुपानिपारीडा446 रोजीय नाहरकत दायाला.
  - 8) सार्वजनिक बांधकाम विभागाकडील पत्र क्र.मनपा/साबां/458/2016-20 क्रि.स्ट्रीका/6/2019 रोजीचा सोलर वॉट्स हटींग सिस्टीम कार्यान्वित असलेबातचा नाहरकत क्रांबल
  - 9) पाणी पुरवटा विभागांकडील जा.क्र.मनपागपाप्।326/2019-20 दि.30 किंग्राक्र किंग्या रेन वॉटर हार्वेस्टिंग यंत्रणेची उभारणी केल्याबाबतचा नाहरकत दाखला.
  - 10) वास्तुविशारद मे. दिलीप मेवाडा ॲण्ड असो., यांचेकडील दि.17/01/2020 रोजीचा इमारत पुर्णत्वाचा दाखला.
  - 11) मे. एच.एम. राज यांचेकडील दि.04/12/2019 रोजीचा इमारतीचे बांधकाम तांत्रिकहष्टया, योग्यतेबाबतचा (Strüctural Stability Certificate) दाखला.
  - 12) श्री. अजय आत्माराम घुडे यांचेकडील दि.04/12/2019 रोजीचा प्लंबींग बाबतचा दाखला.
  - 13) विकासकाचे दि.11/11/2019, दि.17/11/2019 व दि.25/11/2019 रोजीचे शपथपत्र.

N. Same



# मिरा भाईंदर महानगरपालिका

नगररचना विभाग

रवामी विवेकानंद भवन, आर.बी.के. स्कूलच्या बाजूला, कनाकिया, मिरारोड (पू.)

,जा.क्र. मनेपा/नर/ ४४७४ । २०५८ - ५० Bhd. (Legal) 20201 महोदय,

दिनांकः- ७००१/४०८०

विषयांकित जागेमधील मौजे मिरा, सिसक्र.1442 ते 1446. 1491 ते 1511, 1586, 1589 ते 1600, 1629, 1630, 1646 ते 1656, 1792, 1829,1882 या जागेतील इमारत विंग - बी, सी, डी, ई एकूण क्षेत्र 16289.08 चौ.मी. चे बांधकाम मंजूर नकाशाप्रमाणे वास्तुविशारद मे. दिलीप मेवाडा अण्ड असो., (नोंदणी क्र. सीए/86/9938, दि.23/01/1990 व दि.18/11/2020 पर्यंतची मुदतवाद) यांच्या देखरेखीखाली पुर्ण झालेले असून सदरचे बांधकाम तांत्रिकदृष्ट्या योग्य असल्याबावत संरचना अभियंता में. एच.एम. राज व सदर इमारतीच्या प्लंबींगचे काम योग्य झालेबाबत परवानाधारक श्री. अजय आत्माराम घुडे यांनी दाखले दिलेले आहेत. यास्तव सदर इमारत विंग - बी, सी, डी, ई साठी खालील अटीशर्तीच्या अधिन राहुन इमारतीसाठी मंजूर नकाशाप्रमाण आग भोगवटा दाखला देण्यात येत आहे. (2 मेडियम + स्टिन्ट + 18 मजले) अदीशर्ती -

- া) संदर्भिय पत्र क्र. 4 अन्वयेच्या बांधकाम परवानगी / सुधारीत बांधकाम परवानगी मधील अटीशर्तीचे व विकासकाच्या संदर्भ क्र. 13 अन्वयेच्या शपथपत्राचे पातन करणे बंधनकारक राहिल.
- **2)** जर
  - अ) मा. आयुक्त, मिरा भाईंदर महानगरपालिका यांना आवश्यकता वाटल्यास कोणत्याही प्रकारची पुर्तता करणेस कळविल्यानंतर किंवा कोणताही प्रकारचा प्रतिबंध केल्यानंतर त्याचे पालन नाही केल्यास.
  - ब) आपण कोणत्याही प्रकारची माहिती लपवून किंवा चुकीची माहिती सादर करून परवानगी / भोगवटा दाछला प्राप्त करून घेतल्याचे मा. आयुक्त, मिरा भाईंदर महानगरपालिका यांची खात्री झालेनंतर सदरचा दाखला रद करणेचे अधिकार मा. आयुक्त, मिरा आईंदर महानगरपालिका यांना आहेत
- 3) सदर इमारतीच्या बांधकामामध्ये भविष्यात कोणत्याही प्रकारचे फेरबदल करावयाचे झाल्यास त्याबावत महानगरपातिकेची परवानगी प्राप्त करून घेणे आवश्यक आहे.
- 4) सदरच्या दाखल्यामध्ये नमुद केलेल्या वापरा व्यतिरिक्त भविष्यात बदल केल्याचे निदर्शनास आल्यास सदरचा दाखला रद्द समजणेत येवून पुढील कार्यवाही करणेत येईल.
- 5) सदरच्या दाखल्यामुळे महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 मधील कोणत्याही तरतुदी अन्वयेच्या कार्यवाहीसाठी बाधा येणार नाही.
- 6) सदरच्या दाखल्यामुळे अर्जदारास त्यांच्या मालकीच्या नसलेल्या कोणत्याही जमिनीचा कोणत्याही प्रकारे वापर

सदर जागेच्या गालकीबाबतच्या मा ज्यायालयात सुरू असल्यास मा. ज्यायालयाच्या आदेशाचे पालन करणे किता बुंदा नकारक रहा है आप सहानगरपालिकेची कोणत्याही प्रकारची जबाबदारी राहणार नाही. अर्जदारांनी सादर केल्व्य हुई नाग मध्ये क्या शपथप्रत्राप्रमाणे मलनिस्सारण व्यवस्था, सांडपाणी व्यवस्था, अजदाराना साद्य कल्ल्य विकास कर्णा । अपने विकास स्वादित स्वाद्या । प्रमाणपत्र / परवानगी साद्य इमारतीचा वापक स्वाद्या साद्य होता सर्व विभागाकडील नाहरकत दाखला / प्रमाणपत्र / परवानगी

0) रेख़िर्वजार्यधील गहनत्वाची सम्मान OIST. THANE

वापरासाठी खुली ठेवण

11) रेखांकनातील उर्वरीत इमारतीच्या भोगवटा दाखल्यापुर्वी विषयांकित जागेबाबत शासनाचे महसूल विभागामार्फत सनद सादर करणे विकासकावर बंधनकारक राहिल.

12) रेखांकनातील उर्वरीत इमारतीच्या भोगवटा दाखल्यापुर्वी विषयांकित जागेतील नागरी सुविधा क्षेत्राची (730.12 चौ.भी.) जागा महसूल अभिलेखी मालमत्ता पत्रकात मिरा भाईंदर महानगरपालिकेचे नावे नोंद करणेबाबत विकासकावर वंधनकारक राहिल.

THE THE

(वालाजी खतगावकर)

आयुक्त

मिरा आईंदर महानगरपालिका

प्रत - 1) कर संकलक व निर्धारक

2) विभाग प्रमुख, अतिक्रमण तथा अनाधिकृत बहुकाम नियंत्रप्र विभाग

المستخاب . الأستان



# जिल्हाधिकारी व जिल्हादंडाधिकारी कार्यालय, ठाणे

#### परिशिष्ट ब

महाराष्ट्र जमीन महसूल संहिता, १९६६ च्या कलम ४२-अ मधील तरतुदींन्वये नियोजन प्राधिकरणाने बांधकाम/विकास परवानगी दिली आहे, अशा जमिनीच्या भोगवटादारास द्यावयाची सनद

#### वाचले :-

- १. अर्जदार मे. काशिमिरा सिरॅमिक प्रोडक्ट एलएलपी चे भागीदार श्री. धवल के. दारजी, काशिमिरा पोलीस स्टेशनच्या पाठीमागे, एन.एच.नं. ०८, पो. मिरा, ता.जि. ठाणे यांचा सनद मिळणेकामी अर्ज दिनांक ०९/०४/२०१९.
- २. आयुक्त, मिरा-भाईंदर महानगरपालिका यांचेकडील विकास करण्यासाठी बांधकाम प्रारंभ परवानगी पत्र जा.कं.मि.भा./मनपा/नर/३८६९/२०१८-१९, दिनांक १२/०९/२०१८.
- ३. मा. जिल्हाधिकारी व सक्षम प्राधिकारी, ठाणे नागरी संकुलन ठाणे यांचेकडील पत्र जा.क्रं.युएलसी/ टीए/एटीपी/४०, दिनांक २०/०१/२०२६.
- ४. अपर तहसिलदार मिरा-भाइंदर यांनी यांचेकडील पत्र क्र.महसुल/क-१/टे-२/जमिनबाब/कावि-१५७/२०२०, दिनांक ०६/०३/२०२० आणि क्र.महसुल/क-१/टे-२/जमिनबाब/कावि-१३६/२०२०, दिनांक १६/०७/२०२०.

५. उप अधिक्षक भूमी अभिलेख, ठाणे यांचेकडील पत्र क्रं.न.भू./मौजे मिरे/बा.क्र.१६०/२०१९/२२३९ ठाणे, दिनांक १४/०८/२०१९ आणि क्र.म.भू./मिरे/बा.क्रं.१५०/२०२० ठाणे, दिनांक ०२/०३/२०२०. तहसिलदार ठाणे यांचेकडील क्र.महसुल/क-१/टे-२/जमिनवाब/कावि-५९०/SR-०३/२०१९, दिनांक

१८९/२०१९ रोजीच्या पत्रान्वये भारतीय स्टेट बँक ऑफ इंडिया यांचेकडे रुपांतरीत कर र.रु. अस्त्रे८९,८८५/- आणि अकृषिक आकारणी खकम रुपये ७७,९७७/- असे एकुण र.रु.

भ,६७,८६२/- भरणा केलेबावत चलन क्रं. MH०० १०६१७१२४ २०१८१९M, दि. १८/०१/२०१९. भारतीय स्टेट बॅंक ऑफ इंडिया यांचेकडे सन २०१९-२० या वर्षाची अकृषिक आकारणी भरणा केलेबाबत रक्कम रुपये ७७,९७७/- पैकी र.र. ४६,४०६/- चलन क्रं. MH०० २६८७२१३ २०२०२१M आणि र.रु. ३१,५७१/- चलन क्रं. MH०० २६८७२१

८. अर्जदार यांचे दिनांक १२/०२/२०२० र<del>ीजीचे श</del>ष्<del>धपत्र क बंधपत्र.</del>

९. महाराष्ट्र शासन, महसूल व वन विभाग्द्यां सम्बद्धील अध्यद्धराके २ १५० हिनां व अधिसूचना दिनांक ०५/०१/२०१७

१०. महाराष्ट्र शासन, महसूल व वन विभाग)याँ केडील शासनी निर्णय क्र.एन दिनांक २२/१/२०१६ व या कार्यालयाचे परिपत्रक दिनांक १६/०३/२०१७.

११. महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम ४२ अ व ४२व.

ज्याअर्थी अर्जदार मे. काशिमिरा सिरॅमिक प्रोडक्ट एलएलपी चे भागीदार श्री. धवल के. दारजी, काशिमिरा पोलीस स्टेशनच्या पाठीमागे, एन.एच.नं. ०८, पो. मिरा, ता.जि. ठाणे यांनी जिल्ही ठाणे, तालुका ठाणे, गाव मिरे येथील खालील जिमनीच्या भोगवटादाराने महाराष्ट्र जमीन महसूल संहिता, १९६६ च्या कलम ४२-अ च्या तरतुर्दीन्वये रहिवास या अकृषिक प्रयोजनासाठी सदर जिमनीचा विकास करण्यास मिरा-भाइंदर महानगरपालिका या नियोजन प्राधिकरणाचे आदेश जा.कं.

ठाणे जिल्हा सत्र न्यायालयासमोर, कोर्टनाका, ठाणे (पश्चिम) तालुका व जिल्हा ठाणे - ४००६०५. संपर्क क. ०२२ - २५३४ ३६३६ /२५३४ १७३७ /३९ = ई-मेल . collectorofficethane@gmail.com = V/ebsite : www.thane.niu.in मि.भा./मनपा/नर/३८६९/२०१८-१९, दिनांक १२/०९/२०१८ अन्वये विकास / बांधकाम प्रारंभ परवानगी प्राप्त केली आहे व यासंबंधी नियोजन प्राधिकरणाने उपरोक्त क्रमांकाने बांधकामाचे आराखंडे मंजुर केले आहेत.

## जिमनीचा तपशिल

	अ.	गावाचे	सि.स.नं.	क्षेत्र	संत्ता	मालमत्ता पत्रक नुसार असणारे	इतर हक्कातील	
	क्र.	नांव		(चौ.मी)	प्रकार	भोगवटदाराचे नांव	नोंदी व	
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•	. 6	मिरा	१४९३	१२-६	क	काशिमिरा सिरॅमिक प्रोडक्ट प्रा.लि.		]-
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	११	मिरा	१४९६	ξ-Υ	ক	काशिमिरा सिरॅमिक प्रोडक्ट प्रा.लि.		
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दस्त क्र.७८	25	र ० रिप्र	SEAR HE ON	(を) c - v を)	∭क	काशिमिरा सिरॅमिक प्रोडक्ट प्रा.लि.	1-1-	
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	१८	मिरा	१५०३	१२-६	क	काशिमिरा सिरॅमिक प्रोडक्ट प्रा.लि.	, , <del>-</del>	
	१९	मिरा	१५०४	११-४	<u>क</u>	काशिमिरा सिर्मिक प्रोडक्ट प्रा.लि.		-
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	२०	मिरा	१५०५	9-0	क	काशिमिरा सिरॅमिक प्रोडक्ट प्रा.लि.	i i i i i i i i i i i i i i i i i i i	James 1 to 1
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वाणे जिल्हा सन न्यायालयासमोर, कोर्टनाका, ठाणे (पश्चिम) तालुका व जिल्हा ठाणे – ४००६०१. संपर्क क -०२२ - २५३४ ३६३६ /२५३४ १७३७ /३९ = ई-मेल ' क Parternifice Handle @gmail.com = Website verse thandle in

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	२३	_ i	1	११-४	क	काशिमिरा सिरॅमिक प्रोडक्ट प्रा.लि.
	78	<u> </u>		१०८-०	क	काशिमिरा सिरॅमिक प्रोडक्ट प्राःलि.
	२५			२६९-५	क	काशिमिरा सिरॅमिक प्रोडक्ट प्रा.लि.
	२६			१५९७-५	क	काशिमिरा सिरॅमिक प्रोडक्ट प्रा.लि.
	२७			9-0	क	काशिमिरा सिरॅमिक प्रोडक्ट प्रा.लि.
	२८	मिरा	१५८९	0-0	क	काशिमिरा सिरॅमिक प्रोडक्ट प्रा.लि.
	२९	मिरा	१५९०	६९९-५ ः	क	काशिमिरा सिरॅमिक प्रोडक्ट प्रा.लि
	30	मिरा	१५९१	¥-0	क	काशिमिरा सिरॅमिक प्रोडक्ट प्रा.लि.
	38	मिरा	१५९२	७८-६	क	काशिमिरा सिरॅमिक प्रोडक्ट प्रा.लि.
	३२	मिरा	१५९३अ	२-९	ক	काशिमिरा सिरॅमिक प्रोडक्ट प्रा.लि.
	\$\$	मिरा	१५९४	१८०-०	क	काशिमिरा सिरॅमिक प्रोडक्ट प्रा.लि.
	₹8	मिरा	१५९५	. १३-૫	क	काशिमिरा सिरॅमिक प्रोडक्ट प्रां.लि.
	३५	मिरा	१५९६	34-2	क	काशिमिरा सिरॅमिक प्रोडक्ट प्रा.लि.
	३६	मिरा	१५९७	₹६-0	क	काशिमिरा सिरॅमिक प्रोडक्ट प्रा.लि.
	Ø£	मिरा	१५९८	.0-0	哥	काशिमिरा सिरॅमिक प्रोडक्ट प्रा.लि.
	₹८	मिरा	१५९९	<b>६-</b> ∞∵	क	काशिमिरा सिरॅमिक ओडक्ट प्रा.लि.
$\lceil$	३९	मिरा	१६००	<b>6-6</b>	45	काशिमिरा सिरमिक प्रोडक्ट प्रा.लि. काशिमरा सिरमिक प्रोडक्ट प्रा.लि.
	४०	मिरा	१६२९	१६७-९	<del>क</del>	काशिमिरा सिरमिक प्रोडक्ट प्रा.लि. आ SUB-READ काशिमिरा सिरमिक प्रोडक्ट प्रा.लि. काशिमिरा सिरमिक प्रोडक्ट प्रा.लि. कि
Ĺ,	४१	मिरा'	१६३०	४०-४	दक्त	द्रमाणिय अवस्था मालिस
3	४२	मिरा	१६४६अ	९८८४-८५	<b>あ</b>	काशिमिरा सिर्मिक प्रोडक्ट प्रामिल किल्ले करें
7	\$3	मिरा	१६४७	२८१-६	क	काशिमिया सिर्गिक पोडक्ट प्रा.लि. 207. THANE
8	88	मिरा	१६४८	94-0	क	काशिमिरा सिरॅमिक प्रोडक्ट प्रा.लि.
8	(4	मिरा"	१६४९	₹4-२	क	काशिमिरा सिरॅमिक प्रोडक्ट प्रा.लि.
y	٤,	मिरा	१६५०	११-५	ক	काशिमिरा सिरॅमिक प्रोडक्ट प्रा.लि.
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ठाणे जिल्हा सत्र न्यायालयासमोर, कोर्टनाका, ठाणे (पश्चिम) तालुका व जिल्हा ठाणे – ४००६०५. संपर्क क्र. ०२२ – २५३४ ३६३६ /२५३४ ९७३७ /३९ = ई-मेल : collectorofficethane@gmail.com = Website : www.thane.nic.in

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५४	'मिरा'	१८८२	₹-'₹	क	काशिमिरा सिरॅमिक प्रोडक्ट प्रा.लि.	
40	मिरा	१८२९	११५-०	क	काशिमिरा सिरॅमिक प्रोडक्ट प्रा.लि.	
४९	्र मिरा	१७९२	२२०-५	্ক	काशिमिरा सिरॅमिक प्रोडक्ट प्रा.लि.	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
ሄረ	मिरा	१६५२	<b>પ</b> .૧-૭	क	काशिमिरा सिरॅमिक प्रोडक्ट प्रा.लि.	, for w
४७	मिरा	१६५१	3,3-0	क	काशिमिरा सिरॅमिक प्रोडक्ट प्रा.लि.	-

ज्याअर्थी, उक्त जिमनीच्या भोगवटादाराने शासनाला, उक्त संहितेच्या कलम ४७-अ नुसार देय रुपांतरीत कर र.रु. ३,८९,८८५/ आणि अकृषिक आकारणी रक्कम रुपये ७७,९७७/-असे एकुण र.रु. ४,६७,८६२/- मात्र तहसिलंदार ठाणे यांचेमार्फत चलन क्रं. Мम्०० १०६१७१२४ २०१८१९ , दिनांक १८/०१/२०१९ नुसार भारतीय स्टेट बँक यांचेकडे भरणा केलेबाबत तसेच सन २०१९-२०२० या वर्षाची अकृषिक आकारणी र.रु. ७७,९७७/- पैकी र.रु. ४६,४०६/- चलन क्रं. МН०० २६८७२१३ २०२०२१ आणि र.रु. ३१,५७१/- चलन क्रं. МН०० २६९३०९९ २०२०२१ नुसार भारतीय स्टेट बँक यांचेकडे भरणा केलेबाबत दिनांक २८/०७/२०२० ची मुळ प्रत अर्जदार यांनी सादर केलेली आहे.

त्याअर्थी आता, उक्त संहितेमधील तरतुदीच्या आणि तदन्वये करण्यात आलेल्या नियमांच्या तरतुदींना आणि खालील शर्तींना अधीन राहून उपरोक्त जिमनीच्या भोगवटादारास सदर नियोजन प्राधिकाऱ्याच्या वर उल्लेखित विकास / बांधकाम परवानगीच्या अनुषंगाने सदर जिमनीवर अनुत्रेय करण्यात आलेल्या अकृषिक वापरापोटी उक्त संहितेच्या कलम ४२-अ अन्वये ही सनद वेण्यात येत आहे.

श) आकारणी :- उक्त जिम्बीचा भोगवटादार उक्त जिमनीच्या संबंधात या अगोदर वसुली योग्य असलेल्या आकारणी चिन्नी कर ज्ले कि राजा संबंधात या अगोदर वसुली योग्य असलेल्या आकारणी चिन्नी कर जुल कि राजा संवंधात विकास / बांधकाम परवानगी प्राप्त झाल्यापासून चिनांक ३१ जुल कि राजा संवंधात या अगोदर वसुली योग्य कालावधीत शासनाला प्रत्येक वर्षी रुपये ५-३४ प्रती च्योमी इस्ति वस्ति व

३) वरीलप्रमाणे मंजूर केलेल्या वापरामध्ये किंवा वापराच्या क्षेत्रामध्ये नियोजन प्राधिकरणाच्या पुर्व मंजूरीशिवाय कोणताही बदल करु नये व ही सनद निर्गमित झाल्यानंतर नियोजन प्राधिकरणाच्या पूर्व मान्यतेने सदर जिमनीच्या वापरामध्ये किंवा वापराच्या क्षेत्रामध्ये कोणताही बदल झाल्यास त्याची माहिती, असा बदल नियोजन प्राधिकरणा कडून मंजूर झाल्यापासून ३० दिवसांच्या आत जिल्हाधिकारी यांना देणे भोगवटादारावर बंधनकारक राहील.

ठाणे जिल्हा सत्र न्यायालयासमोर, कोर्टनाका, ठाणे (पश्चिम) तातुका व जिल्हा ठाणे – ४००६०१. संपर्क क्र. ०२२ – २५३४ ३६३६ /२५३४ १७३७ /३९ = ई–मेल : collectoroficethane@gmail.com = Website : www.thane.nic.in





- ४) उक्त जिमनीची मोजणी करुन मोजणीच्या अनुषंगाने अभिलेख दुरुस्ती करुन घेणे अनुज्ञाग्राही यांचेवर बंधनकारक राहील.
- ५) उक्त सनदे नंतर सदरची जमीन सनदेत नमुद कारणास्तव शेती प्रयोजनाकडून अकृषिक प्रयोजना कडे वर्ग समजणेत येईल.
- ६) सदरची सनद ही महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम १५७ चे तरतुदीनुसार आज रोजीचे अभिलेखा वरुन देणेंत येत आहे. सदरचे मिळकती बाबतचे कोणतेही अभिलेख अथवा फेरफार हे कोणत्याही सक्षम न्यायालयाने रद्द केल्यास सदर सनद ही आपीआप रद्द झाली असे समजणेंत येईल व याकरीता कोणतेही स्वतंत्र आदेश काढणेची आवश्यकता राहणार नाही.
- ७) उक्त जिमनीच्या भोगवटादाराने पूर्वगामी शर्तींपैकी कोणत्याही शर्तींचे उल्लंघन केल्यास जिल्हाधिका-यास, उक्त संहितेच्या आणि तद्न्वये करण्यात आलेल्या नियमांच्या तरतुदीअन्वये जी भरण्यास उपयोगकर्ता दायी असेल अशी इतर कोणत्याही शास्तीस बाधा न आणता त्यास योग्य वाटेल अशी आकारणी भरल्यावर आणि कलम ३२९ च्या पोट कलम (२) च्या अधीनतेने, त्यास योग्य वाटेल एवढा दंड भरल्यावर उक्त जमीन भोगवटादार याच्या वहिवाटीत असण्याचे चाल ठेवता येईल.

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द्रुसाद्गीर्द्यांच्या स

त्याची साक्ष म्हणून ठाणे जिल्ह्याच्या जिल्ह्याच्या विका यांच्या वतीने स्वाक्षरी केली आहे आणि त्यांच्या पदाची मोहोर लावली आहे दिनांक 2८/०७/२०२० रोजी त्यांची स्वक्षरी विकासी किहि. / २०२४

D.K.Daj

मे. काशिमिरा सिरॅमिक प्रोडक्ट एलएलपीचे भागीदार श्री. धवल के. दारजी (भोगवटादार यांनी प्राधिकृत केलेल्या व्यक्तीचे नांव व स्वाक्षरी)

आम्ही जाहिर करतों की, ज्याने या सनदेवर स्वतः अमुक अमुक म्हणून स्वाक्षरी केलेली आहे, ती अ. व. ही व्यक्ती, तीच आहे आणि त्याने या ठिकाणी आमच्या समक्ष त्याची स्वाक्षरी केलेली आहे.

क्र.महसूल/क-१/टे-२/सनद/एसआर-७७/२०१ जिल्हाधिकारी कार्यालय, ठाणे दिनांक:- 3 1 JUL 2020

क प्रायमिक सबके के

(राज्य ज. नार्वेकर) जिल्हाधिकारी ठाणे

ठाणे जिल्हा सत्र न्यायालयासमोर, कोर्टनाका, ठाणे (पश्चिम) तालुका व जिल्हा ठाणे – ४००६०१. संपर्क क्र. ०२२ – २५३४ ३६३६ /२५३४ १७३७ /३९ = ई-मेल : collectorofficethane@gmail.com = Website www.thane.nic.in प्रत: - अर्वदार मे. काशिमिरा सिर्रिमक प्रोडक्ट एलएलपी चे भागीदार श्री. धवल के. दारजी, काशिमिरा पोलीस स्टेशनच्या पाठीमागे, एन एचं ने ०८, पो मिरा, ता जि. ठाणे.

प्रतः - आयुक्तः, मिराभाईदर महानगरपालिका महानगरपालिका यांचेकडेसः

२/- प्रकरणी विकास परवानगीनसार जागेवर बांधकाम झाले, आहे किंवा कसे यांबाबत तपासणी करुन कार्यवाही करणेंची जबाबदारी नियोजन प्राधिकारी यांची राहिल.

प्रतः :- अपर तहसिल्दारं मिरा-भाईंदर यांचेकडे महितीसाठी व आवश्यक त्या कार्यवाहीसाठी:

प्रतं :- उप अधिक्षक भूमी अभिलेख, ठाणे यांचेकडे माहितीसाठी व आवश्यक त्या कार्यवाहीसाठी.

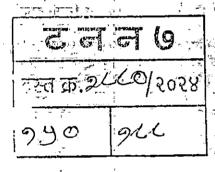
२/- प्रकरणी अनुज्ञाग्राही यांचेकडून मोजणी फी शासन जमा करुन मोजणीची योग्य ती

प्रतः - तलाठी सजा मिरे यांचेकडे माहितीसाठी व आवश्यक त्या कार्यवाहीसाठी.

प्रत: - कार्यालयीन संचिका.



(राजेश्राजः नार्वेकर) अल्हाधिकारी ठाणे







A. 413 -

## Maharashtra Real Estate Regulatory Authority

#### REGISTRATION CERTIFICATE OF PROJECT FORM 'C' [Sep rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number: P51800008104

Project: Hiraco Eminence Phase 2 Plot Bearing / CTS / Survey / Final Plot No.:1723 to 1726, 1793, 1831 to 1836, 1878 to 1881, 1953 at Mira-Bhayandar (M Corp.), Thane, Thane, 401104;

- 1. Kashimira Ceramic Products Lip having its registered office / principal place of business at Tehsil: Thane, District: Thane, Pin: 401104.
- 2. This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
  - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the
    allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate
    (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates
    of Interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

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

- The Registration shall be valid for a period commencing from 18/08/2017 and ending with 31/03/2020 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6
- The promoter shall comply with the provisions of the Act and the full and gulations made.

  That the promoter shall take all the pending approvals from the competent authorities.
- 3. If the above mentioned conditions are not fulfilled by the promoter including revoking the registration granted herein, as per the Act and the rules

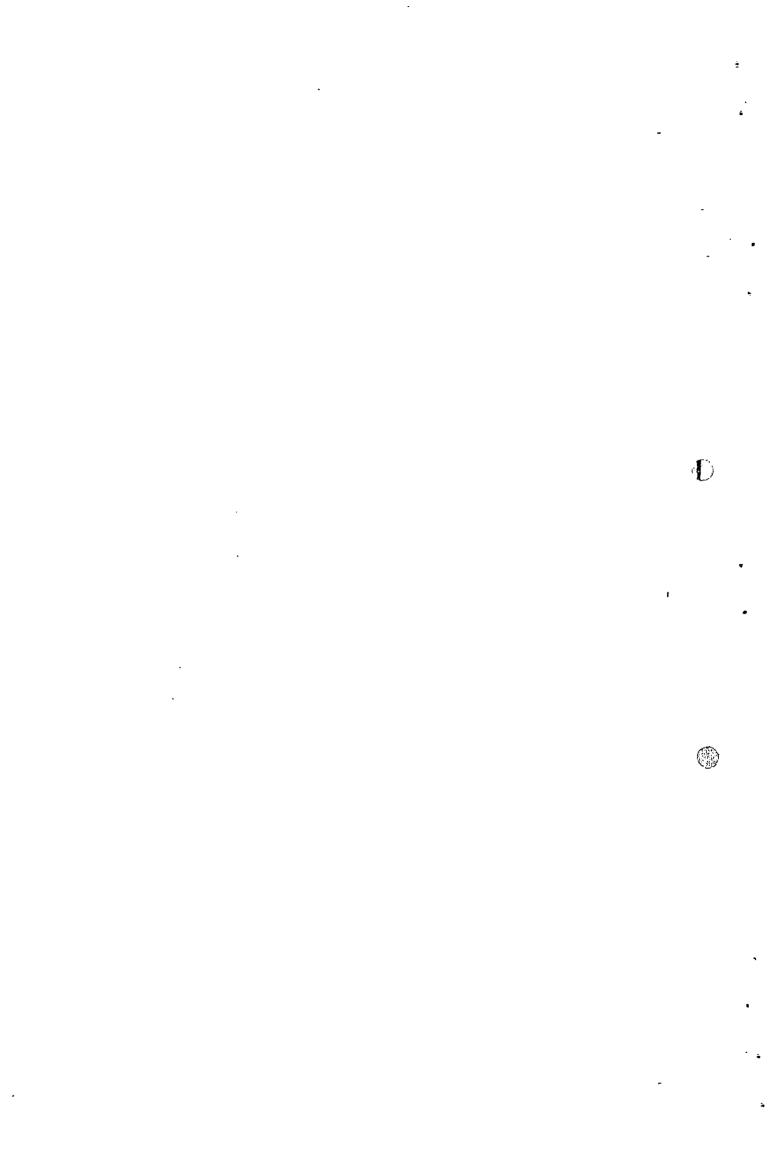
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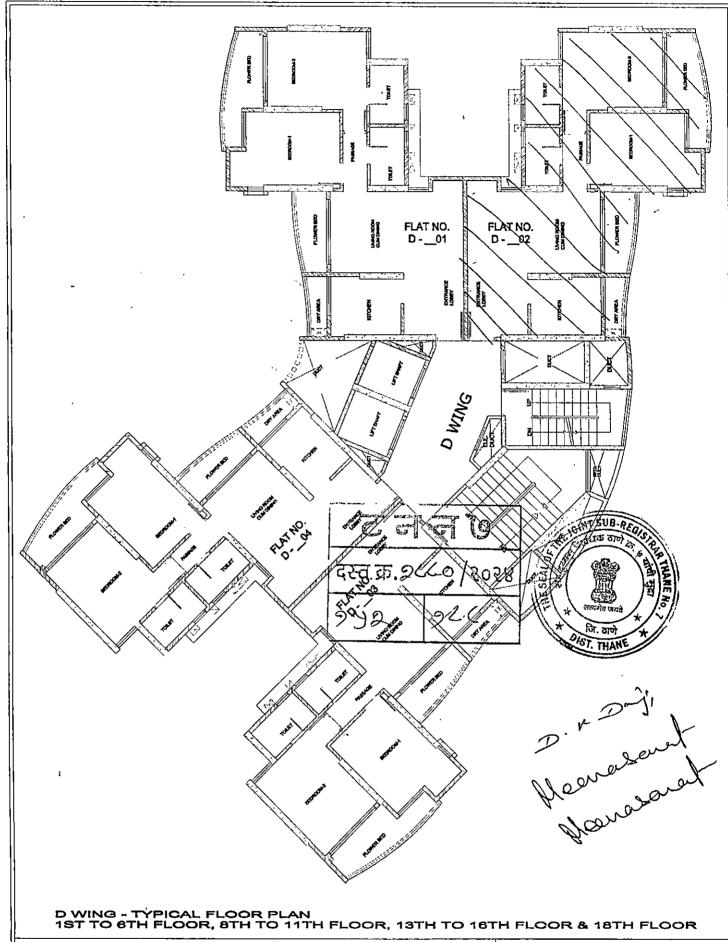
Signature valid Digitally Signed by Dr. Vasant Premanand Prabhu (Secretary, MahaRERA) Date:8/7/2018 11:53:27 AM

Dated: 18/08/2017 Place: Mumbai

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

Frank War (r





#### "HIRACO EMINENCE PHASE - 1"

PROPOSED BUILDING ON PLOT BEARING C.T.S. NO. 1442 TO 1446, 1491 TO 1511, 1586, 1589 TO 1800, 1629, 1630, 1646 TO 1652, 1792, 1829, 1882 AT VILLAEG-MIRE, TAL&DIST.-THANE. FOR "KASHIMIRA CERAMIC PRODUCTS L.L.P."

DILIP MEVADA & ASSIDIATES
ARCHITECTS & INTERIOR DESIGNERS
116, BLUEROSE INDUSTRIAL ESTATE,
NEXT TO METRO MALL, OFF WIR HIGHWAY

116, BLUEROSE INDUSTRIAL ESTATE,
NEXT TO METRO MALL, OFF. W.E.HIGHWAY
BORIVALI (E), MUMBAI - 400 066.
TEL. (91-22) 2870 8813 / 2870 8814.
e-mail: mumbai.dma@archdma.com



नोंदणी कं. :39म

दिनांक: 09/03/2021

Regn.:39M

गांवाचे नाव: मजास

दस्तऐवजाचा अनुक्रमांक: बदर17-3325-2021

दस्तऐवजाचा प्रकार: कुलमुखत्यारपत्र

सादर करणाऱ्याचे नाव: मनस्वी सुनील सराफ

नोंदणी फी दस्त हाताळणी फी पृष्ठांची संख्या: 28

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रु. 560.00

पावती कं.: 3502

रु. 660.00

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बाजार मुल्य: रु.1 /- 💃

मोबदला रु.0/-

भरलेले मुद्रांक शुल्क : रु. 500/-

.इ.नि.का.अंधेरी-6 निबधक, अधेरी - ६ मुंवई उपनगर जिल्हा.

1) देयकाचा प्रकार: DHC रक्कम: रे.560/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0903202113826 दिनांक: 09/03/2021

**बॅकिचे नाव व पत्ता:** 

्) देयकाचा प्रकार: eChallan रक्कम: रु.100/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH012545184202021P' दिनांक: 09/03/2021

बॅंकेचें नाव व पत्ता:

REGISTERED ORIGINAL DOCUMENT DELIVERED ON.

3/9/2021

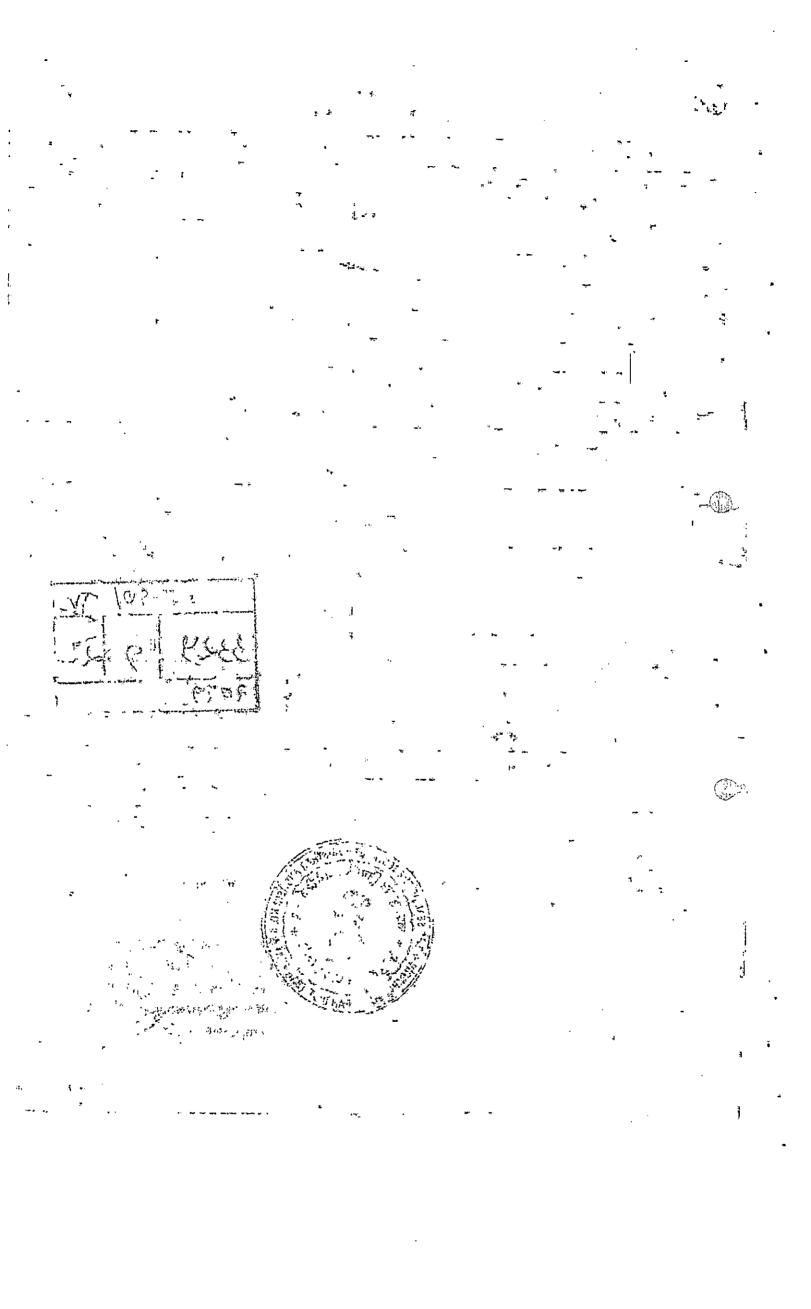


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Location MUMBAI							·		
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#### **Receipt of Document Handling Charges**

PRN

0903202113826

Receipt Date

10/03/2021

Received from MANASVEE SUNIL SARAF, Mobile number 9833054616, an amount of Rs.560/-, towards Document Handling Charges for the Document to be registered on Document No. 3325 dated 09/03/2021 at the Sub Registrar office Joint S.R. Andheri 6 of the District Mumbai Sub-urban District.

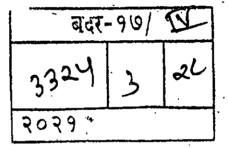
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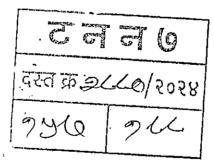
#### **Payment Details**

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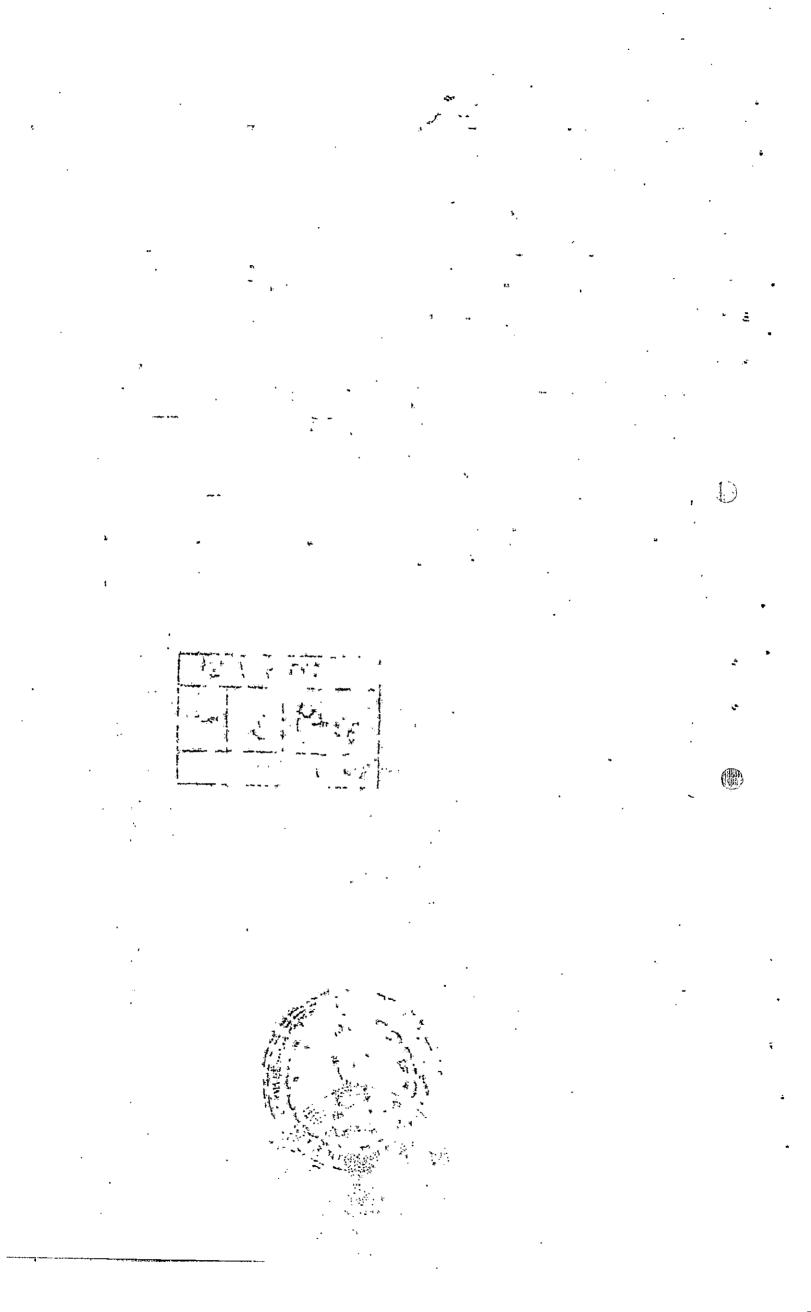
This is computer generated receipt, hence no signature is required.











#### GENERAL POWER OF ATTORNEY

This General Power of Attorney is made and executed at Mumbai on this day of March in year 2021.
KNOW ALL MEN BY THESE PRESENTS THAT I,
MANASVEE SUNIL SARAF, aged about 24 years, PAN: GHVPS4904P, UID: 206282613203, having address at: B 402 Sterling Court, Maheshwari Nagar, MIDC,
Andheri (East), Mumbai- 400093, do hereby nominate, constitute and appoint my mother
MEENA SUNIL SARAF, aged about 60 years, PAN: AAQPS5131A, UID: 574283268821, residing at: B 402 Sterling Court, Maheshwari Nagar, MIDC, Andheri (East), Mumbai- 400093, and my father SUNIL JUGALKISHORE SARAF, aged about
59 years, PAN: AAJPS9651A, UID: 365174441052, residing at: B 402 Sterling Court, Maheshwari Nagar, MIDC, Andheri (East), Mumbai-400093
to be jointly or severally my true and lawful attorney for me in my name and on my behalf,
to do, cause to be done, all or any of the following acts, deeds, matters and things that is to
say:
1. To ask, demand, recover and receive from every person and everybody politic of
corporate in India. whom it shall or may concern, all sums of money, rents issues profits, debts, dues, goods, wares, merchandise, chattels, effects and things of any
nature or description, whatsoever, which now are or which are in times, during
the subsistence of these presents, shall or may be or became due, owing 1548 and belonging to me in or by any right, title, ways or means howsdever and table thereof or of any part thereof to make, sign, execute and deliver such repeipts seleas 12
or other discharges for the same respectively, as the Attorney shall think or advised.
2. To settle any account or reckoning, whatsoever, wherein I now am of the line
to pay or receive the balance thereof as the case may require.
3. To receive every sum of money, whatsoever, which now is or any time reafter had be due, arising or belonging to me upon or by virtue of any profitgage willings, pleigh
hypothecation or other security whatsoever and on recent thereof itemakes sign.
execute and give good and sufficient releases, acquittances of the releases for the same and also to sign, seal, execute, make and deliver all according and sufficient reconveyances, releases and other assurances of the lands, tenements, hereditaments and
property which shall have been mortgaged or charged as security thereof and also to consent to any such alteration or modification of the nature or conditions of the said
securities as the Attorney shall think fit.
4. To compound with or make allowances to any person for or in respect of the aforesaid debts or any other debt or demand whatsoever which now is or shall or may at any time
thereafter become due or payable to me and to make or receive any composition,
PoA - Mansvee - Smill Saraf Page 1 of 7
PoA - Mansvee - Smil Saraf Page 1 of 7

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who had the same lebts sums or demands or to settle, compromise or submit to abitration every such debt or demand and every other claim, right, matter or thing due of of concerning me, as the Attorney shall think most advisable for my benefit and for that purpose to enter-into, make, sign, execute and deliver such bonds of arbitration or other deeds or instruments as are usual in like cases.

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5. To accept service of any writ, summons or other legal process or notice and to appear, to represent in any Court and before all Magistrates, Judicial, Revenue or other officers and Tribunals whatsoever as by the Attorney shall be thought advisable and to commence any suit, action or other proceeding in any Court of justice and before any public officer or Tribunal for the recovery or enforcement of any debt, sum of money, right, title, interest, property, matter or thing whatsoever now due or payable or to become due or payable or in anywise belonging to me by any means or on any account whatsoever and the same action, suit or proceeding to prosecute or discontinue or become nonsuit therein if the Attorney shall see cause and also to take such other lawful ways and means including proceedings in execution, distress, distraint and the like for recovering or getting in any such sum of money or other thing whatsoever which shall be conceived to be due, owing, belonging or payable to me by any person whosoever and also to appoint pleaders, advocates, solicitors and legal advisers to prosecute or defend in the premises aforesaid or any of them as occasion may require and from time to time them or any of them or to remove and other or others to appoint in their place and to pay them such fees and remuneration as the Attorney shall think fit or be advised d for all or any of the purposes aforesaid to sign, execute, deliver, file all necessary Warrants Risuggerney, plaints, petitions, applications, defenses, accounts, declarations with wits, and other documents, papers and writings.

To make any declaration or evaluate proof of any proceedings taken by or against any person, firm on company of the relief or otherwise of inspigent dectors or the winding up of companies and to attend all meetings of creditors in the relief or or against any resolution at any such meeting and generally to act, for me in all proceedings whether by way of bankruptcy or liquidation by arrangement or by composition which may be taken against or for the relief of any debtor as the Attorney shall think fit.

in sul-offsise, or take on lease or otherwise acquire such lands, houses, tenements and the such lands of the such lands

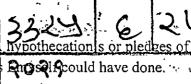
To less eat on deared a licence basis, sell (either by public auction or privately) or exchange and convey transfer and assign any of my lands, tenements or hereditaments and aroperty for such consideration and subject to such covenants as the Attorney may think fit and to give receipts for all or any part of the purchase or to other consideration and also to deal with my immovable personal property or any part thereof as the Attorney may think fit for the purpose of paying off, reducing, consolidating or making substitution for any existing or future mortgage, charge, encumbrance, hypothecation or pledge thereon or thereof or any part thereof and to make or concur in any transfer of or alteration in the times of any existing or future mortgage charge hypothecation or pledge of the same or any part thereof as the Attorney shall think fit and in general to

PoA - Mansvee - Sunil Saraf

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sanction any scheme for dealing with mortgages, charges hypothecations or pledges of any property or any part thereof as fully and effectually as Rio all could have done.



- 9. To sell or to concur in selling either by private sale or in any other manner any of my stock, merchandise, goods, chattels and other effects, articles and things for such consideration and subject to such conditions as the Attorney may think fit and to receive the proceeds thereof and to give receipt for all or any part of the sale proceeds or other consideration money.
- 10. To pledge, hypothecate, charge or concur in pledging, hypothecating or charging with, to or in favour of a respectable Bank or Banks (and not individual Banker or shroff or firm of Bankers or shroffs) any personal or movable properties, goods, chattels, merchandise, commodities, effects and things for such consideration and subject to such conditions as the Attorney may think fit and for that purpose to sign, seal, execute and deliver all necessary instruments and deeds of mortgage, charge, hypothecation, pawn, pledge, lien and trust receipts and to receive the consideration money or otherwise for such pledge, pawn, hypothecation, charge, mortgage, lien and the like.
- 11. To draw, make, sign, accept or endorse, pledge, hypothecate or otherwise negotiate all or any foreign or inland bills of exchange, hundi, cheques, orders for payment of money and promissory notes and to sign, seal, execute, deliver, endorse, accept, assign or transfer all mortgage deeds, bills of lading, delivery orders or other symbols or indicia of or documents of title relating to goods or merchandise, policies of assurances, charter parties ships, certificates, bills of sale, securities of any Government, empire, kingdom, republic, state, territory, colony, country, municipality or local authority where situate or other stocks, shares, debentures, mortgages, obligations or other careful and any company or corporation whether commercial, municipal or otherwise and only and every other public or other securities, states of sales, foreign or otherwise and only dealer with the same and to receive the proceeds thereof respectively.

12. To purchase, take on hire, borrow or otherwise acquire machinery, tools, commodities, goods, wares, articles, effects and things and to deal in and deal with the same and to dispose of the same in such resident for such consideration as the Attorney may think fit.

13. To borrow any sum of money on such terms and with of Attorney may think fit for any of the purposes of these present

14. To deposit any money which may come to his hands as such atternation of the person and any of such money or any other money of other person, to withdraw and either employ as the Attorney shall think fit in the paying of any debts or the keeping down of interest payable by me or the creation of sinking fund for the liquidation of any charges or incumbrances affecting my movable and immovable property or any part thereof or in or about any of the purposes mentioned in these presents or otherwise for my use and benefit or to invest in any such stocks funds, shares or securities as the Attorney may think proper and to receive and give receipts for any income or dividends arising from such investments and the same investments to vary or dispose of as the Attorney may think fit.

PoA - Mansvee - Sunil Saraf

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Page 3 of 7

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to open new savings, current and or overdraft accounts in my name r. Bankers and also to draw cheques and otherwise to operate upon any

16. To engage, employ and dismiss any agents, clerks, servants or other persons in and about the performance of the purposes of these presents as the Attorney shall think fit.

- 17. To sell any of my present or future investments and for that purpose to employ and pay brokers and other agents in that behalf and to receive and give receipts for the purchase money payable in respect of such sales and to transfer any of my investments so sold to the purchaser or purchasers thereof or as he or they may direct and for these purposes to sign and execute all such contracts transfer deeds and other writings and do all such other acts as may be necessary for effectually transferring the same.
- 18. To accept the transfer of any shares, stocks, debentures, annuities, bonds, obligations or other securities of whatever nature that may at any time be transferred to me.
- 19. To represent, attend, vote at and otherwise take part in all meetings held in connection with any company, corporation or society with which I am concerned or in relation to any of my investments, leave and licence agreements in respect of units in the said society, and to sign proxies for the purpose of voting thereat or for any other purpose connected therewith as freely as I myself could do.

20. Out of any of by moneys in his mands conder his control to pay all calls that may be lawfully made upon me of other expenses, than may be incurred in relation to any of my deed upon me of other expenses, than may be incurred in relation to any of my deed upon me of other expenses, than may be incurred in relation to any of my deed upon me of other expenses, than may be incurred in relation to any of my deed upon me of other expenses, than may be incurred in relation to any of my deed upon me of other expenses, than may be incurred in relation to any of my deed upon me of other expenses, than may be incurred in relation to any of my deed upon me of other expenses, than may be incurred in relation to any of my deed upon me of other expenses, than may be incurred in relation to any of my deed upon me of other expenses, than may be incurred in relation to any of my deed upon me of other expenses, than may be incurred in relation to any of my deed upon me of other expenses, than may be incurred in relation to any of my deed upon me of other expenses.

To exercise all other rights and privileges and perform all other duties which now or hereafter may apper ain to were thank holder of debentures or shares or stock of or otherwise interested in any company or corporation.

22. To exercise any power and any duty vested in me whether solely or jointly with another or others as executors, administrator, trustee or in any other fiduciary capacity (including powers and trusts to sell or lease land or to receive and give good receipts for money to far as such power or duty is capable of being validly delegated.

To pay starting out on my behalf on documents to be executed by the attorney, appear before the Registrar of any district or subdistrict Registrar of deeds appointed or to be appointed undergary act or law for the time being in force or otherwise for the registration of deeds, assurances, contracts or other instruments and then and there or at any time ethers there to present and register or cause to be registered any deeds, assurances contracts or other instruments in which I am or may be by the Attorney be deemed to be interested and also these presents and to pay such fees as shall be necessary for the registration.

24. To enter into, make, sign, seal, execute, deliver, acknowledge and perform all engagements, contracts, agreements, indentures, declarations, bonds, deeds, assurances, declarations, papers, writings and things that may be necessary or proper to be entered

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Page 4 of 7

Hemaland

into, made, signed, sealed, executed, delivered, acknowledged and performed for any of the purposes of the presents or to or in which I are or may be party or in any way interested.

- 25. In general to do all other acts deeds matters and things whatsoever in or about my estate, property and affairs or concur with persons jointly interested with myself therein in doing all acts deeds matters and things herein either particularly or generally described as amply and effectually to all intents and purposes as I could do in my own proper person if these presents had not been made.
- 26. For the purposes of all or any powers, authorities and discretions conferred by these presents, to use and sign my name or in which I am or may be in anywise interested or to use and sign his name as the Attorney shall think fit.
- 27. To appear on my behalf and to represent my interest before the Income tax, Wealth Tax and other Tax Authorities in respect of my Income tax, Wealth Tax, other tax matters, as also before any Tribunal or Court.
- 28. To sign on my behalf Income Tax, Wealth Tax and other tax returns and to submit the same on my behalf to the respective Tax Authorities.
- 29. To execute, declare and affirm on my behalf all the applications, documents, notices, declarations and Affidavits as may be necessary for the purposes of the Income Tax, Wealth Tax and other tax affairs and to submit and file the same with the respective tax authorities.
- 30. To file appeals and references as the Attorney may be advised and as he and and proper against the orders and decisions of the theome Park earling tak, of authorities in respect of my assessment proceedings.
- 31. To appoint on my behalf such Auditors, Accountant and Advocates as the secondary shall deem fit and proper for representing me before the Income Tax, Wealth Tax and other Tax Authorities or any other Tribunal or Court in respect of the Income Tax, Wealth Tax and Gift Tax Assessments and to discharge them and appoint and additors, Accountants, and Advocates as the case may be in their place.
- 32. To compound, compromise and settle with the Income Tax Authorities the orders and assessments made by them.
- 33. To apply for time for payment and to apply for installment for the payment amounts assessed and to be paid by me to the Income Tax, Wealth June Authorities.
- 34. To execute, declare and affirm on my behalf all the applications, documents, notices, declarations and Affidavits as may be necessary for the purposes of the Company Law Matters related to any company, private or public, where I am a director, share holder or interested in any manner whatsoever and to submit the same with the respective

Company Law authorities

PoA - Mansvee - Sunil Saraf

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Heenerland-

And also for the better and more effectually doing, effecting and performing the several matters and things aforesaid to appoint from time to time or generally such person or persons as the Attorney may think fit as his substitute or substitutes to do, execute and perform all or any such matters and things as aforesaid and any such substitute or substitutes at pleasure to remove and to appoint another or others in his or their place and I hereby agree at all times to ratify and confirm whatsoever the Attorney or any such substitute or substitutes shall lawfully do or cause to be done in or about these

36. And for more effectually removing any doubt which may arise as to the true meaning of these presents or as to the construction or application of the powers, authorities and discretion hereby conferred, this shall not in any case be deemed to revoke any powers or authorities or discretion before given by me to the Attorney or to any other person or persons or be deemed to be limited by any such previously given powers, authorities or discretion before given by me to the Attorney or to any other person or persons or be deemed to be limited to such transactions and matters as are herein expressly mentioned but the same are intended to extend and shall in all cases extend to any other matters or transactions not herein precisely mentioned or defined which in the course of any of my business, concerns or affairs may by the Attorney be deemed to be requisite or expedient to be done or performed.

(**11**)

37. And I do hereby declare that affects the proper so thorities and discretion hereby conferred upon the Attorney shall be available for the same time and place along with the torney.

whatever the Attorney or any substitute sent appointed by him under the power in that behalf hereinbefore contained may lawfully do or cause to be done in and by virtue of these presents. This power of Atformer who will amy more town.

IN WITNESS WHEREOF, we have hereunto set and subscribed our hand and seal on this on the day of February, 2021.

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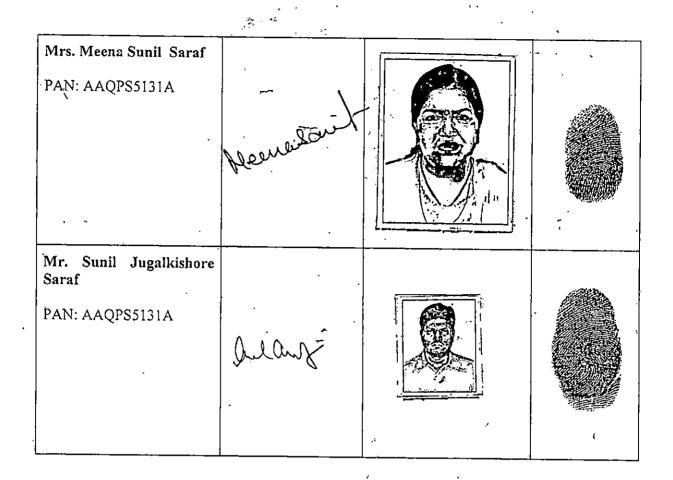
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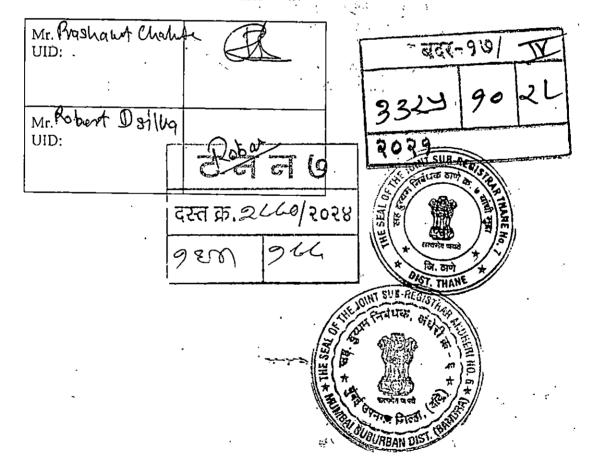
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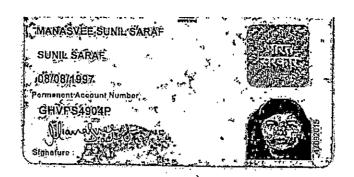
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## Witness of execution-cum-identifier

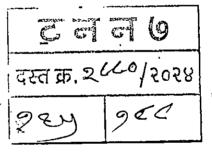


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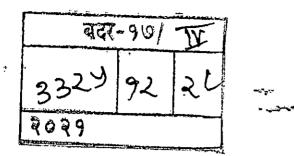
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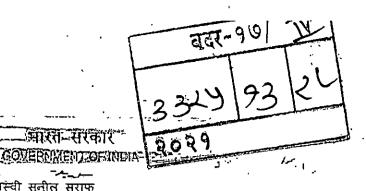
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मनस्वी सुनीत सराफ Manasvee Sunil Saraf जन्म वर्ष/Yo8:1997 महिला Female

अस्त-सरकार



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#### आधार - सामान्य माणसाचा अधिकार



### भारतीय विशिष्ट-पहचान प्राधिकरण UNIQUE DENTIFICATION AUTHORITY OF INDIA

पताः

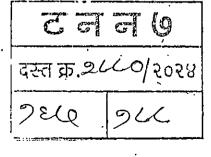
D/O: सुनीत सराफ. बी-402, स्टर्लिंग कोर्ट, नहेश्वरी नगर जवळ अंधेरी ईस्ट, चाकाला एमआयडीसी, चाकाला एमआयडीसी, मुंबई महाराष्ट्र, 400093

Address:

D/O: Sunil Saraf, B-402, STERLING COURT, NEAR MAHESHWARI NAGAR ANDHERI EAST, Chakala Mide, Chakala Midc, Mumbai Maharashira, 400093

Aadhaar - Aam Aadmi ka Adhikar







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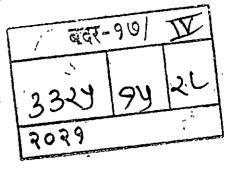
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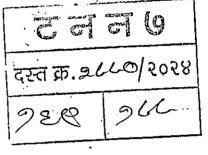
MEENA SUNIL SARAF

PRINTED THE FEATHER'S NAME KESHARDEO PODDAR

कन्य विधि DATE OF BIRTH 05-04-1961

आमध्यर निर्देशकः (पद्मति) DIFECTOR OF MICOME, DAX (SYSTEMS)









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भारत सरकार

Unique Identification-Authority-of-India-Government of India



### E-Aadhaar Letter

नोंदणी क्रमांकः/Enrolment No.: 10/74/50166/01305

Meena Sunil Saraf (मीना सुनील सराफ) W/O: Sunil Saraf, B-402, STERLING COURT, NEAR MAHESHWARI NAGAR ANDHERI EAST, Chakala Midc, Chakala Midc, Mumbai Maharashtra, 400093

- आधार ओळखींचे प्रमाण आहे, नागरीकत्वेचे नाही. ओळखीचे प्रमाण ऑनलाइन ऑथेन्टीकेशन द्वारा प्राप्त करा.
- है इलेक्ट्रॉनिक् प्रक्रिये द्वारा तयार झालेले एक पत्र आहे.

त्मचा आधार क्रमांक/Your Aadhaar No.:

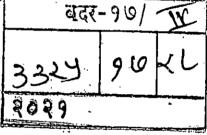
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#### INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

This is electronically generated letter



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आधार -सामान्य माणसाचा अधिकार

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P.O. Box No. 1947

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Adhaar is valid through turth

आधार देशभरात मान्य आहे.

आधार साठी आपण एकदाच नामांकन नोंदणीची आवश्य

कृपया आपल्या सध्याचा मोबाइल नंबर व ई-मेल पत्ता नोंदवा. यामुले आपल्या विभिन्न सुविधा प्राप्त करण्यासाधा मदत मिळेल.

You need to enrol only once to Please update your mobile number HAN address. This will help you to avail various services in future.



GOVERNMENT DE INCIA



मीना सुनील सराफ Meena Sunil Saraf जन्म वर्ष/YoB:1961 महिला Female



W/O: सुनील सराफ, बी-402;:"

स्टर्लिंग कोर्ट, महेश्वरी नगर जवळ अंधेरी ईस्ट, चाकाला एमआयडीसी, चाकाला

एमआयडीसी, मुंबई महाराष्ट्र, ४०००९३

भारतीय विशिष्ट पहचान प्राधिकरण

UNIQUE IDENTIFICATION AUTHORITY OF INDIA Address:

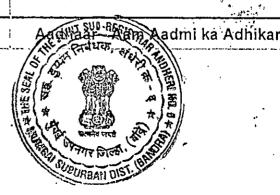
W/O: Sunil Saraf, B-402.

STERLING COURT, NEAR MAHESHWARI NAGAR ANDHERI EAST, Chakala Midc Chakala Midć, Mumbai

Maharashtra, 400093

5742 8326 8821

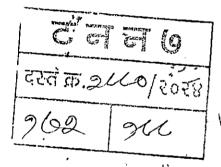
आधार - सामान्य माणसाचा अधिकार



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### मास्तीय विशिष्ट पहचान प्राधिकरण भारत सरकार



-Unique-Identification-Authority.of-India Government of India

### E-Aadhaar Letter

नामांकन क्रामंक/ Enrolment No.: 1074/50298/02030

Sunilkumar Jugalkishor Saral (स्नीलक्मार ज्गलिकशोर

S/O: Jugalkishor Saraf, B-402, Sterling COurt,, Near Maheshwari Nagar MIDC, Andheri East, Chakala Midc, Chakala Midc, Mumbai

Maharashtra, 400093

आपका आधार क्रमांक/Your Aadhaar No.:

3651 7444 1052



आधार-आम आदमी का अधिकार

सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं ।
- 🗠 पहचान का प्रमाण ऑनलाइन ऑथेन्टिकेशन द्वारा प्राप्त करें ।
- 🛎 यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है |

#### INFORMATION

- Andhaar is proof of identity, not of citizenship:
- To establish identity, authenticate online.
- This is electronically generated letter.





P.O. Box No.1947, Bengaluru-560 001

आधार देश भर में मान्य है.

" आधार के लिए आपको एक ही बार नामांकन दर्ज करवाने की दिस्त कि एक कि कि कि कि है जिल्ह कि आवश्यकता है.

🍍 कृपया अपना नवीनतम मोबाइल नंबर तथा ई-मेल पता दर्ज कराएं. इससे आपको बिभिन्न सुविधाएं प्राप्त करने में सहलियत.

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अंति स्टिश

COVERNALENTOS MORA

सुनीलकुमार जुगलकिशोर सरफ Sunilkumar Jugalkishor Saraf जन्म वर्ष/YoB:1962 प्रुप Male



<sup>-</sup> मारेतीय विशिष्ट पहचान प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

S/O: जुगलिकशोर सरफ, बी-402, स्तर्तिंग कोर्ट,, महेश्वरी

महाराष्ट्र, 400093

नगर के पास एमआईडीसी, अँधेरी ईस्ट, चकाला, चकाला, म्बई

S/O: Jugalkishor Saraf, B-402, Sterling COurt,, Near Maheshwari Nagar MIDC, Andheri East, Chakala Midc, Chakala Midc, Mumbai Maharashtra, 400093

3651 7444 1052

आधार - आम आदमी का अधिकार

Aadhaar - Aam Aadmi ka Adhikar

halp@uidai.gov.in

www.uldal.gov.in

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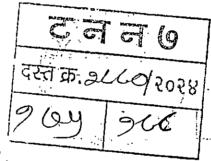
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AAJPS9651A MANI FIF SUNIL SARAF

पिता का नाम /FATHER'S NAME JUGALKISHORE SARAF

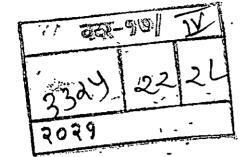
जन्म तिथि IDATE OF BIRTH 08-03-1962

आयकर निवेशक (पद्धति) DIRECTOR OF INCOME TAX (SYSTEMS) बद्र-१७/





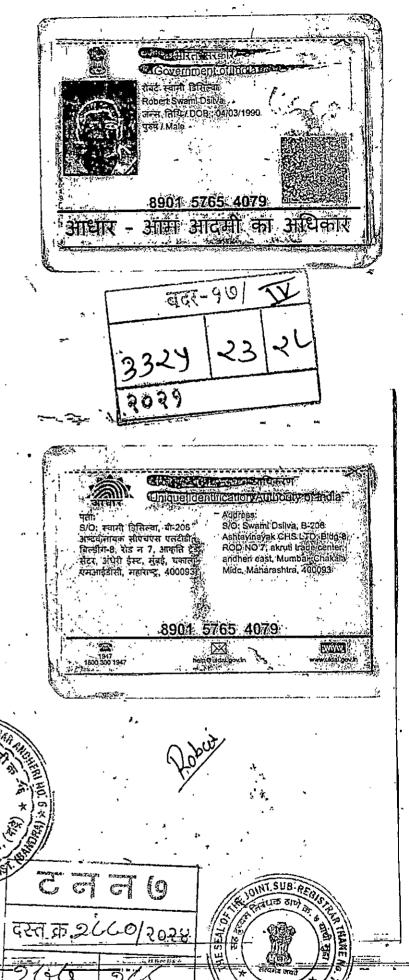




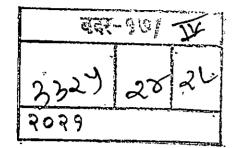
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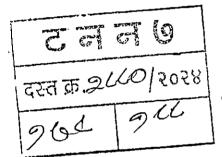






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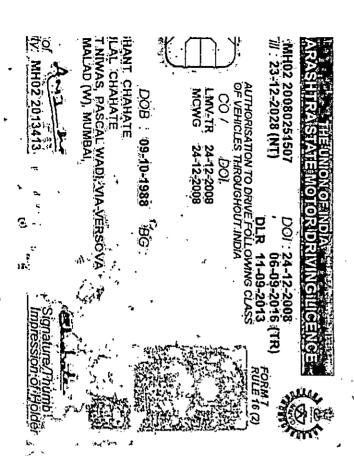


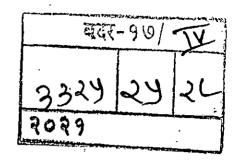
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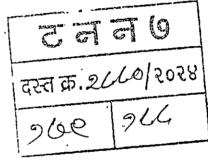
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दस्त क्रमांक: 3325/2021

दस्त क्रमांक: वदर17 /3325/2021

·बाजार मुल्य: रु. 01/-

मोवदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.500/-

ुद. नि. सह. दु. नि. बदर17 यांचे कार्यालयात

अ. क्रं. 3325 वर दि.09-03-2021

रोजी 3:30 म.नं. वा. हजर केला.

पाँवती:3502

पावती दिनांक: 09/03/2021.

सादरकरणाराचे नाव: मनस्त्री सुनील सराफ

नोंदणी फी

₹. 100.00

दस्त हाताळणी फी

₹. 560.00

पृष्टांचीं संख्या: 28

एकुण: 660.00

खड़.

क्री के किया है।

खुद्ग **उपानगर गिरहरः** दस्तीची प्रक्रार: कुलमुखत्यारपत्र भह.दु.नि.का.अधेरी-6 ह. दुग्यम निबंधक, अधेरी -मुंबई उपनगर जिल्हा.

मुद्रांक शुल्कः a जेव्हा तो प्रर्तिफलार्थ देण्यात आलेला असून@ त्यामुळे कोणतीही स्थावर मार्लमत्ता विकण्याचा प्राधिकार मिळत असेल तेव्हा

ंशिक्का क्रं. 1 09 / 03 / 2021 03 : 30 : 19 PM ची वेळ: (सादरीकरण)

शिक्का कं. 2 09 / 03 / 2021 03 : 31 : 42 PM ची वेळ: (फी)

प्रतिज्ञापत्र 🐰

सदर दस्त्रपेकन हा नोंदणी कायदा १९०८ अंतर्गत अससेल्या करतुष्ठेनुस्तरच नोंदणीस दाखल केलेला आहे. दस्ताधील मनकूर, निष्पादक व्यक्ती, सामीदार व सोवत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता वैधता

कायदेशीर बार्वीसाठी दस्त निप्पादक व कंबुसीधारक जे संपूर्णपणे जबाबदार सहसीस.

प्रमाणित करणेत येते की, या दस्तामध्ये एकुण. अ कि पाने आहेत

> द्रयम निबंधक, अंधेरी क्र. हा मुंबई उपनगर जिल्हा

लिहन देणारे (दिनांकासक्रीत स्थासरी)

लिहन घेणारे (दिनांकासहीत स्वांक्षरी)

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सर दुष्यम निसंप्रक अंबेरी छः ६, मुंखां अनुमार जिल्हा



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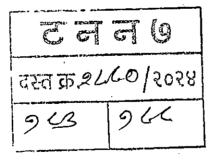


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## <u>घोषणापत्र</u>

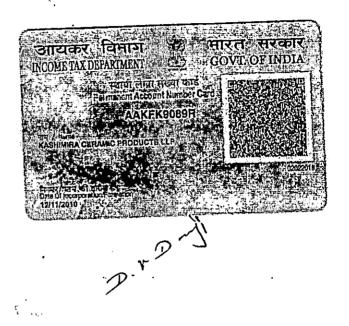
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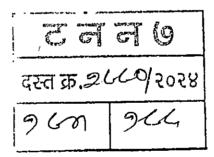
दिनांक 15/02/2024





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आयकर विमाग INCOMETAX DEPARTMENT

MANASVEE SUNIL SARAF

SUNIL SARAF

08/08/1997

Permanent Account Number

GHVPS4904P





भारत सरकार







भारतीय विशिष्ट ओळख प्राधिकरणः

भारत सरकार

Unique Identification Authority of India.
Government of India

गेंदविण्याचा क्रमांक / Enrollment No 1074/50166/01305

To. भीना मृगीन सगर Meena Sunil Saraf W/O: Sunil Saraf B-402, STERLING COURT NEAR MAHESHWARI NAGAR ANDHERI EAST Chakala Midc Chakala Midc Maharashira 400093

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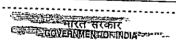


आपला आधार क्रमांक / Your Aadhaar No. :

5742 8326 8821

आधार — सामान्य माणसाचा अधिकार







भागा मुनान संग्रफ्त Meena Sunii Saraf जन्म वर्ष / Year of Birth : 1961 स्त्री / Female



5742 8326 8821

आधार — सामान्य माणसाचा अधिकार स्टिश्मिक्टेक्ट्रिक



Covernment of India

रोक्ट स्वामी डिसिस्वा Robert Swanti Dailva जन्म व्यक्ति ( DOB , 04/03/1995) पुरुष ( Mour



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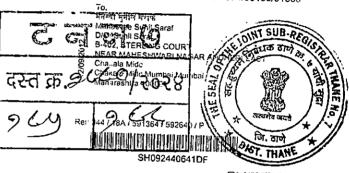




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Unique Identification Authority of India

नोंदविष्याचा क्रमांक / Enrollment No 1074/50166/01303





आपला आधार क्रमांक / Your Aadhaar No.:

2062 8261 3203

आधार — सामान्य माणसाचा अधिकार



मिरत संरकार EGOVERNMENT OF INDIA मनन्या मुनीय मगर Manasvee Sunil Saral



Manasvee Sunii Saraf जन्म वर्ष / Year of Birth : 1997 रुप्ति / Female



To the same

2062 8251 3203

आधार — सामान्य माणसाचा अधिकार



III.A. HANK



मिलिंद गणमा सालेकर Milind Ganapat Salekar जन्म शारीक/DO8: 01/06/1967 पुरुष/ MALE



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उत्तक्ष १९८८



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टनन7

दस्त क्रमांक: 2880/2024

दस्त क्रमांक: टनन7 /2880/2024

बाजार मुल्य: रु. 63,13,808/-

मोबदला: रु. 30,91,675/-

भरलेले मुद्रांक शुल्क: रु.4,72,000/-

दु. नि. सह. दु. नि. टनन7 यांचे कार्यालयात

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पावती:3128

पावती दिनांक: 15/02/2024

सादरकरणाराचे नाव: मनस्वी सुनील सराफ तर्फे कु.मु.म्हणुन मीना

सुनील सराफ (लिहून घेणार) - -

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पृष्टांची संख्या: 188

एकुण: 33760.00

दस्त हजर करणाऱ्याची सही:

Joint Sub Registrar Thane 7

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दस्ताचा प्रक्रार: सेल डीड

भुद्रांक शुल्कः (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थांलगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का के. 1 15 / 02 / 2024 08 : 36 : 10 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 15 / 02 / 2024 08 : 37 : 17 PM ची वेळ: (फी)



दस्त क्रमांक :टनन7/2880/2024 दस्ताचा प्रकार :-सेल डीड

अनु क्र. पक्षकाराचे नाव व पत्ता

नाव: मेसर्स काशिमिरा सिरामिक्स प्रोडक्ट्स एल एल पी उर्फ काशिमिरा 1 सिरामिक्स प्रोडक्ट्स प्रायवेट लिमिटेड चे भागीदार धवल के. दर्जी (लिहून देणार) -

पत्ताःप्लॉट नं: -, माळा नं: --, इमारतीचे नाव: -, ब्लॉक नं: --, रोड नं: काशिमिरा सिरामिक्स प्रोडक्ट्स एल एल पी, काशिमिरा पोलीस स्टेशन मागे,ऑफ वेस्टर्न एक्सप्रेस हायवे,काशिमिरा,मिरारोड पूर्व,ठाणे, महाराष्ट्र, ठाणे.

पॅन नंबर: AAKFK9089R

2 नाव:मनस्वी सुनील सराफ तर्फे कु.मु.म्हणुन मीना सुनील सराफ (लिहून) लिहून घेणार वय :-62 स्वाक्षरी:-पत्ता: प्लॉट नं: -, माळा नं: --, इमारतीचे नाव: -, ब्लॉक नं: -, रोड

नं: बी/402,स्टर्लिंग कोर्ट,महेश्वरी नगर जवळ,चकाला एम आय डी सी,अंधेरी पुर्व,मुंबई , महाराष्ट्र, मुम्बई. पॅन नंबर:GHVPS4904P

नाव:मीना सुनील सराफ (तिहून घेणार) 3 पत्ता:प्लॉट नं: -, माळा नं: --, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: वी/402,स्टर्लिंग कोर्ट,महेश्वरी नगर जवळ,चकाला एम आय डी सी,अंधेरी पुर्व,मुंबई , महाराष्ट्र, MUMBAI. पॅन नंबर:AAQPS5131A

तिहन घेणार वर्य :-62

पक्षकाराचा प्रकार

लिहून देणार

वयं:-32

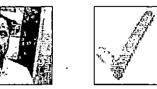
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स्वाक्षरी:

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छायाचित्र

ठसा प्रमाणित











वरील दस्तऐवज करुन देणार तथाकथीत सेल डींड चा दस्त ऐवज करुन दिल्याचे कबल करतात. शिक्का क्र.3 ची वेळ:15 / 02 / 2024 08 : 40 : 04 PM

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अनु क्र. पक्षकाराचे नाव व पत्ता

नाव:मिलिंद गणपत सालेकर - --वय:56 पत्ताःजनशक्ति नगर,जय गणेश रहिवाशी संघ,जिजामाता मार्ग,हंजरे नगर,मालपा डोंगरी नं.2,अंधेरी पुर्व,मुंबई पिन कोड:400093

2 ' नाव:रोबर्ट स्वामी डिसिल्वा - -वय:33 पत्ता:मिरारोड पूर्व,ठाणे **ਪਿਜ कोड:401107** 

स्वाक्षरी



छायाचित्र



ठसा प्रमाणित





IDINT SUB-REGIS ्रवंधक ठाव)

शिक्का क्र.4 ची वेळ:15 / Q2 / 2024 08 : 40 : 39 PM

क.5 ची वेळ:15-4921/2024 08 : 40 : 53 PM नोंदणी पुस्तक 1 मधेदरत क्र. २८८ ७/२०२४

nt Sub Registrar Thane 7

Payment Details.

sr.	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	Used At	7 7 7 7 7 7 7 7 7	Dace Date	
1		Certificate	0008119745202324	6286/2024	193800	SD		7	
2	MANASVEE SUNIL SARAF	eChallan	69103332024021521074	МН015707615202324Е	278200.00	SD	0008307216202324	15/02/2024	
3		DHC		0224159118486	1760	RF	0224159118486D	15/02/2024	
4		DHC		0224152218411	2000	RF	0224152218411D	15/02/2024	
5	MANASVEE SUNIL SARAF	eChallan		MH015707615202324E	30000	RF	0008307216202324	15/02/2024	

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

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2880 /2024

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2. Get print immediately after registration.

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ठाणे क. ७ (वर्ग-२) सह. बुध्यम निबंधक, बिनांक ५५