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other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall daily fill in, sign and return to the Promoters within 7 (seven) days of the same being made available to the Allottee, so as to enable the Promoters to register the Society. No objection shall be taken by the Allottee if any changes or modifications are made in the draft final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority;

- (v) The name of the Society shall be solely decided by the Promoters;
- (vi) The Society shall admit all allottees of flats in the said Project as members, in accordance with its bye-laws;
- (vii) The Promoters shall, even after formation of the Society(ies) be entitled to develop, complete, deal with and dispose of unsold flats/tenements/commercial premises/parking spaces as per their choice and on such terms and conditions and consideration as the Promoters may deem fit and proper;
- (viii) The Promoters shall be entitled, but not obliged to, join as a member of the Society in respect of the unsold flats/units in the said Project, if any;
- (ix) Post the execution of the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the Project, and the Allottee shall extend the necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard;
- (x) The costs, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society, including in respect of (a) any documents, instruments, papers and writings, and (b) any professional fees charged by the Advocates and Solicitors engaged by the Promoters for preparing, drafting and approving all such documents, instruments, papers and writings shall be borne and paid by the Society(ies) and their respective members/intended members including the Allottee, as the case may be, and the Promoters shall not be liable towards the same; provided that if the entire development of the Whole Project to its full development potential has been completed in all respects, the Allottee/the Society(ies) and members thereof shall not interfere in any manner in any work of development or construction and the Promoters alone shall have full control, absolute authority and say over the un-allotted areas, roads, driveways, internal passages,



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open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities provided or to be provided and the Allottee shall have no right or interest in the enjoyment and control of the Promoters in this regard and the Allottee shall not hinder or obstruct the Promoters in this regard or in the exercise by the Promoters of its aforesaid rights.

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15. **TRANSFER TO THE SOCIETY:**

- (i) The Promoters shall subject to the provisions of the applicable law, convey the building structures comprised in the said Project including the said Wing along with the FSI consumed therein (subject to the rights of the Promoters to deal and dispose of the unsold flats/units), in favor of the respective Society by executing necessary Deed of Conveyance in favor of the respective Society (Society Transfer) within a period of 3 (three) months from the date of issuance of the occupation certificate of the said Project;
- (ii) The costs, expenses, charges, levies and taxes on the Society Transfer and the transaction contemplated thereby, including the stamp duty and registration charges, shall be borne and paid by the Society alone. Post the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the said Project, and the Promoters shall not be responsible for the same;
- (iii) Further, the terms, conditions, covenants, stipulations and provisions of this Agreement and all deeds, documents, instruments and writings related or incidental to this Agreement, executed or to be executed by and between the Parties hereto, shall be binding upon the Society. The Society shall upon being registered or formed, pass the necessary resolutions confirming the terms, conditions, covenants, stipulations and provisions of this Agreement and all deeds, documents, instruments and writings related or incidental to this Agreement (executed or to be executed by and between the Parties hereto) or such of them as the Promoters may require and agreeing and undertaking to be bound by the same and the Allottee shall be bound by such resolutions.



16. **TRANSFER TO THE APEX BODY:**

- (i) The Promoters shall form an Apex Body in respect of all the Societies formed in respect of the Whole Project as per the terms of the applicable law, within a period of 3 (three) months from the date of receipt of occupation certificate in relation to the last building to be constructed as a part of the Whole Project;

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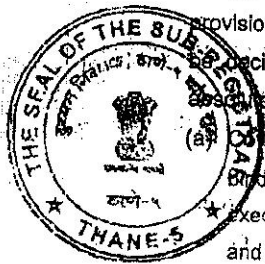
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(ii) The Promoters shall convey the Sale Component Plot along with the common, infrastructure, sewerage treatment plant, water treatment plant, internal roads, plinth area of building structure amenities and facilities to the Apex Body so formed by executing and registering necessary Deed of Conveyance in favour of the Apex Body, within a period of 3 (three) months from the date of issuance of occupation certificate in relation of the last building to be constructed as a part of the Whole Project;

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(iii) The Apex Body shall upon being registered or formed, pass the necessary resolutions confirming the terms, conditions, covenants, stipulations and provisions of this Agreement and deeds, documents, instruments and writings related or incidental to this Agreement (executed or to be executed by and between the Parties hereto) or such of them as the Promoters may require and agreeing and undertaking to be bound by the same and the Allottee shall vote in favour of such resolutions. Also, the Whole Project shall be deemed to be completed only on the completion of construction and development of the said Sale Component Plot and/or other adjoining lands and/or amalgamated lands by consuming entire permissible construction potential on the said Sale Component Plot and/or other adjoining lands and/or amalgamated lands in all respects and Occupation Certificate/s and/or Building Completion Certificate are obtained and all the conditions in the finally approved layout or amended layouts imposed by the local, public or statutory bodies or authorities in respect of the Whole Project are complied with by the Promoters (but not otherwise);

(iv) Further, such Deed of Conveyance to be executed in favour of the Society/ Apex Body shall contain suitable provisions in respect of the use and maintenance of the common infrastructure/ services/facilities/amenities etc. as per the terms of this Agreement. The Deed of Conveyance shall further contain such terms, conditions, covenants, stipulations and provisions including those contained in this Agreement as may be decided and determined by the Promoters in their sole, absolute and unfettered discretion, including the following :



- (a) Covenants which shall run with the land and which shall be binding upon, the allottees and his/her/their/lits heirs, executors, legal representatives, successors, transferees and assigns, as the case may be, and on the Society;
- (b) Covenant/s for right of way/access, if any, reserved, given and granted or to be reserved given and granted to and in favour of the Promoters of any contiguous or adjacent or

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adjoining lands and properties and/or any other person/s, over or through the said Property or any part thereof;

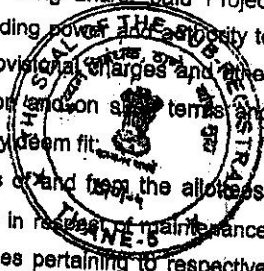
(c) Declaration/s and confirmation/s of and from the allottees, the Society, and the Apex Body; that they shall not to be entitled to or claim any easement of right of light or air, which would restrict or Interfere with in any manner whatsoever, the free and unobstructed use and enjoyment of any portion of the said Property by the Promoters, for the purpose of development thereof and/or any other lawful purpose;

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(d) Declaration/s and confirmation/s of and from the allottees, the Society, and the Apex Body in respect to the use of the common infrastructure/ facilities and amenities with the allottees of the flats/units developed on the said Sale Component Plot in connection to the Whole Project;

(e) Declaration/s and confirmation/s of and from the allottees, the Society and the Apex Body in respect of the sole and absolute authority of the Promoters regarding sale, transfer, assignment and/or disposal of unsold flats, premises and parking spaces, including additional construction, carried out on the said Sale Component Plot and/or in the Whole Project by utilizing and consuming the full potential, FSI, FAR and TDR or sale, transfer, assignment and/or disposal thereof and the Promoters shall have sole right to enjoy and appropriate the revenue, income and benefits thereof;

(f) Declaration/s and confirmation/s of and from the Allottee/s, Society and the Apex Body In respect of the sole and absolute authority of the Promoters regarding any contracts, arrangements, memorandums and/or writings executed for the Whole Project including appointment of any agency, firm or corporate body or person or any other organization or association to maintain and manage, control and regulate the said Wing and/or said Project and/or the Whole Project (including power of attorney to collect the entire outgoings, provisional charges and other amounts) for such consideration and on such terms and conditions as the Promoters may deem fit.



(g) Declaration/s and confirmations of and from the allottees, the Society and the Apex Body in respect of maintenance of the specific common amenities pertaining to respective Phases and Proposed Building Amenities more particularly

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described in SIXTH and SEVENTH SCHEDULE hereunder by the Society and/or Apex Body as the case may be;

(v) The Conveyance Deed and all other documents to be executed in pursuance of this Agreement as also the bye-laws, rules and regulations in connection with the formation and/or registration of each of the Society and the Apex Body shall be prepared and approved by the Advocates appointed by the Promoters and the same shall contain such covenants and conditions as the said Advocates shall think reasonable and necessary having regard to the development of the Project Land/said Sale Component Plot/Whole Project and construction of buildings thereon. Any stamp duty, premium, registration charges or other miscellaneous charges incidental to execution of such conveyance deeds and other documents and writings shall be proportionately borne by the allottees of flats/units in the Whole Project (including the Allottee) and the Promoters shall not be liable for the same;

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(vi) It is clarified that the Apex Body and/or the Society shall not deal with any matters relating to the development of the said Sale Component Plot or any part thereof or the transfer or the sale or utilisation of any permissible FSI/TDR in accordance with the scheme of development. The Apex Body and/or Society shall strictly function within the frame work of its constitution as framed by the Promoters. All the development potential including in the form of the existing and future FSI (whether by change of law or otherwise) and/or TDR to arise in any manner whatsoever shall always stand vested in the Promoters and the Promoters shall always be entitled to utilize and exploit the same on the said Sale Component Plot or any part thereof and/or upon the building/s constructed thereupon in such manner as it deems fit and in accordance with the applicable laws.

17. The Allottee shall pay to the Promoters, before the delivery of possession of the said Flat, Other Charges as are more particularly defined in EIGHTH SCHEDULE hereunder. The said amounts are not refundable and interest free deposits and no statements will be required to be given by the Promoters to the Allottee.



18. The Promoters have informed the Allottee that there may be common access roads, street lights, common recreation spaces, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plants and other common amenities and conveniences in the layout of the said Property. The Promoters have further informed the Allottee that all the taxes, expenses

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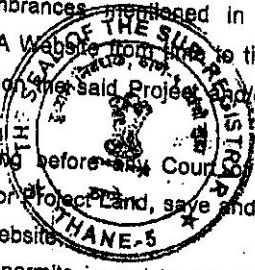
and charges of the aforesaid amenities and conveniences may be common and the Allottee alongwith the other allottees of flats/ units in the said Project and/or on the said Sale Component Plot shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the allottees of the flats/units of the Whole Project including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the Promoters and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee nor any of the allottees of the flats/premises in the said Project shall object to the Promoters laying through or under or over the Project Land 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 said Sale Component Plot and/or any other Plot adjacent thereto.

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19. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:

The Promoters hereby represent and warrant to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and Annexes and subject to what is stated in the Title Certificate and disclosed on MAHARERA website:

- (i) The Promoters have a clear and marketable title and has the requisite rights to carry out the development upon the Project Land and also has actual, physical and legal possession of the said Project Land for the implementation of the said Project;
- (ii) The Promoters have the lawful rights and the requisite approvals from the Competent Authorities to carry out the development of the said Project and shall obtain the requisite approvals from time to time to complete the development of the said Project;
- (iii) save and except the encumbrances mentioned in the Title Report/disclosed on MahaRERA Website from time to time, there are no other encumbrances upon the said Project and/or Project Land;
- (iv) There are no litigations pending before any Court of law with respect to the said Project and/or Project Land, save and except if any disclosed on MAHARERA website;
- (v) All the approvals, licenses and permits issued by the Competent Authorities with respect to the said Project, are valid and subsisting and have been obtained by following the due process of law. Further, all approvals, licenses and permits to be issued by the Competent Authorities with respect to the said Project shall be



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obtained by following the due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project;

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

(vii) The Promoters have not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the said Project Land and the said Flat, which will, in any manner, affect the rights of the Allottee under this Agreement;

(viii) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement;

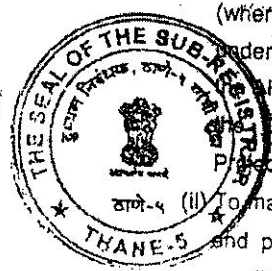
(ix) The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the Competent Authorities till the Society Transfer and thereupon the same shall be borne by the Society;

(x) 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 Property) has been received or served upon the Promoters in respect of the said Property and/or the said Project;

20. COVENANTS OF THE ALLOTTEE

The Allottee, with the intention to bring all the persons into whose hands the said Flat and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoters as follows:

(i) The Allottee has gone through the terms and conditions as set out in the Agreement for Sale/Development Agreements (wherever applicable) of the Project Land and hereby undertakes to abide by the same. The rights and entitlements of the Allottee hereunder are subject to the terms and conditions of the Development Agreements (wherever applicable) of the Project Land;



(ii) To maintain the said Flat at the Allottee's own cost (to be borne and paid by the Allottee) in good and tenantable repair and condition from the date on which the possession of the said Flat is taken and shall not do or suffer to be done anything in or to the said Wing of the said Project which may be against the applicable rules, regulations or bye-laws or change/alter or

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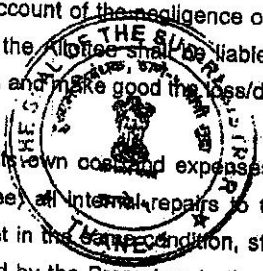
make any addition in or to the said Wing in which the said Flat is situated and the said Flat itself or any part thereof, without the consent of the Local Authorities and the Promoters;

(iii) The Allottee shall not carryout any changes or modifications in the Flat, especially grinding, cutting, chiseling, impaling, smashing, breaking or removing of any wall or member, as the said Wing/Building is being constructed by using Aluminum Formwork technology under which all members, walls and floor slabs are cast in RCC in one continuous pour resulting in monolithic structure. Any change or modification to the same is strictly not permissible as it may result in weakening of joints, heavy leakage, endangering the structural stability of the said Wing/Building. The Allottee shall indemnify and keep harmless at all the times the Promoter and all other occupants of the said Building, of from and against any loss, ~~costs~~ ~~expenses~~ ~~or~~ damages suffered or sustained by ~~them~~ ~~on~~ ~~account~~ ~~of~~ the breach committed by the Allottee of this agreement.

(iv) 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 said Wing of the said Project in which the said Flat is situated or storing of which goods is objected to by the concerned local or other authority and the Allottee shall take due care and precaution while carrying heavy packages which may damage or are likely to damage the lifts, staircases, common passages or any other structure of the said Wing in which the said Flat is situated, including entrances of the said Wing in which the said Flat is situated and in case any damage is caused to the said Wing in which the said Flat is situated or the said Flat on account of the negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of such breach and make good the loss/damages caused on account thereof;

(v) To carry out at his/her/their/its own cost and expenses (to be borne and paid by the Allottee) 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 Promoters to the Allottee and shall not do or suffer to be done anything in or to the said Wing 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 Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or

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other public authority;

(vi) 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

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addition or alteration of whatever nature in or to the said Flat or any part thereof, nor any alteration in the elevation and outside

scheme of the said Wing in which the said Flat is situated and the Allottee shall keep the portion, sewers, drains and pipes

of the said Flat and the appurtenances thereto in good

tenantable repair and condition, and in particular so as to support, shelter and protect the other parts of the said Wing in

which the said Flat is situated and shall not chisel or in any other manner cause damage to the columns, beams, walls,

slabs or RCC, pardis or other structural members in the said Flat, without the prior written permission of the Promoters and/or

the Society and/or of TMC or other concerned authorities;

(vii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and/or the said Project and/or the said Wing in which the said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

(viii) Not to enclose the passages, if any, forming part of the said Flat without the previous written permission of the Promoters and/or Society and of TMC and other concerned authorities;

(ix) Not to affix air conditioner/s at any other place other than those earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the said Wing in any manner whatsoever;

(x) Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Flat/Wing in any manner whatsoever;

(xi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the Project and/or Project Land and/or the said Wing in which the said Flat is situated;



(xii) To pay to the Promoters within 15 (fifteen) days of demand by the Promoters, his/her/their share of security deposit demanded by the concerned local authority or Government authority or body for supply of water, electricity or any other service connection to the said Project including said Wing in which the said Flat is situated;

(xiii) Bear and pay in a timely manner and forthwith, all the amounts, dues, taxes, instalments of the Sale Consideration, Other Charges, etc. as required to be paid under this Agreement;

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(xiv) Not to change the user of the said Flat without the prior written permission of the Promoters and the Society and TMC and other concerned government authority;

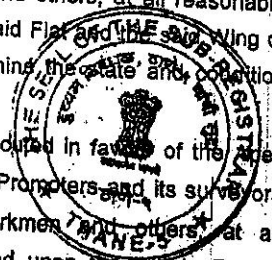
(xv) The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license or part with the interest or benefit factor of this Agreement or part with the possession of the said Flat or any part thereof or dispose of or alienate otherwise howsoever, the said Flat or any part thereof and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, the Sale Consideration, Other Charges and all other amounts payable by the Allottee to the Promoters under this Agreement, are fully and finally paid together with the applicable interest thereon (if any) at the Interest Rate. In the event the Allottee is desirous of transferring the said Flat or any part thereof and/or its rights under this Agreement prior to making such full and final payment, then the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoters;

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(xvi) The Allottee shall observe and perform all the rules and regulations which the Society/Apex Body 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 Wing 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 the Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Apex Body regarding the occupancy and use of the said Flat in the said Wing of the Project and shall pay and contribute regularly and punctually towards the taxes, expenses and/or other outgoings in accordance with the terms of this Agreement;

(xvii) The Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Flat and the said Wing or any part thereof to view and examine the state and condition thereof; and

(xviii) Till the Apex Body Transfer is executed in favour of the Apex Body, the Allottee shall permit the Promoters and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the whole Project including the Project Land, the buildings/wings/units thereon, or any part thereof, to view and examine the state and condition



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(xix) The Allottee shall not at any time do any work in the said Flat, which would jeopardize the soundness or safety of the said Wing or prejudicially affect the same;

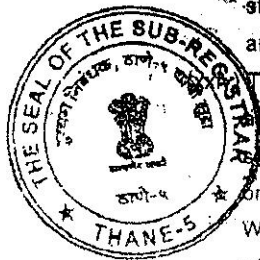
(xx) To use the passenger lifts in the said Wing for the period and in accordance with the rules and regulations framed by the Promoters or the Society, from time to time. The Allottee shall not cause any damage to the lifts, staircases, common passages or any common facilities or any other parts of the said Wing including the said Flat;

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To pay all amounts agreed or liable to be paid by the Allottee pursuant to this Agreement and to observe and perform the terms, conditions, provisions, stipulations and covenants contained in this Agreement (and on the part of the Allottee to be paid observed and performed) as far as the same are required to be paid observed and performed by the Allottee and shall keep the Promoters indemnified against all actions suits and proceedings and all costs, charges, expenses, fines, penalties, levies and damages incurred or suffered by or caused to or levied or imposed on the Promoters by reason of non-payment non-observance and/or non-performance thereof;

(xxii) The Promoters shall not be liable to pay non-occupancy charges (by whatever name called) in relation to the un-disposed flats/premises in the said Wing but the Allottee will pay all such charges without any dispute. The Promoters shall pay and continue to pay only the property taxes, in respect of un-disposed flats/premises till their disposal;

(xxiii) The open spaces, common entrances, common passages, ducts, refuge areas, lobbies, staircases, lifts in the said Wing shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Allottee shall not use or permit the use of common passages, ducts, refuge areas, open spaces, lobbies, and staircases in the said Wing for storage or for use by servants at any time;



The Allottee shall not display at any place in the said Flat/Wing, any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee shall not stick or affix pamphlets, posters or any paper on the walls of the said Wing or common areas therein or in any other place or on the window, doors and corridors of the said Wing;

(xxv) Neither the Allottee nor the Society/Apex Body, as and when it is formed shall at any time hereafter limit, curtail, revoke, cancel or

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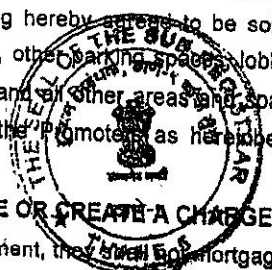
terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by, or granted to the Promoters under this Agreement, the Agreement for Sale/Development Agreement of the Project Land, the Tender, Contracts or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoters as mentioned herein, and the Allottee and the Society/Apex Body, as and when it is formed, shall be bound and liable to render to the Promoters, all necessary assistance and co-operation, to enable it to exercise and avail of the same;

(xxvi) In the event Allottee carries out any unauthorized construction / modification or has caused any damage to the said Flat or any portion of the said Wing or any structure, facility or amenity on the Sale Component Plot, then the Allottee shall rectify and make good all such defects, repairs and unauthorized changes within 7 (seven) days from the date of receipt of a written notice from the Promoters, the Society and/or the concerned government, local or public bodies or authorities in that regard at his/her/it's/their own cost, expenses and consequences, falling which the Promoters may rectify the same on account of the Allottee and recover the expenses for the same from the Allottee as amount payable under this agreement ;

(xxvii) The Allottee shall indemnify and keep indemnifying the Promoters towards/against any actions, proceedings, costs, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee.

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21. 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 parking space or the said Project or the Project Land or the said Sale Component Plot and/or the said Wing as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the said Flat and car parking hereby agreed to be sold to him/her/it/them and all the open spaces, other parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoters as herebefore mentioned until the Apex body Transfer.



22. **PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:**
After the Promoters executes this Agreement, they shall not mortgage or create a charge on the said Flat 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 Allottee who has taken or agreed to take the said Flat.

23. MORTGAGE / FINANCIAL ASSISTANCE:

(i) Subject to terms and conditions of these presents, the Allottee has permitted the Promoters to raise construction loan, project finance loan, loan against the Project Land and/or Sale Component Plot and / or other constructed Flats/ Units in the said Wing (save and except the said Flat), underwriting by mortgaging, hypothecating Receivables and/or Project Land and/or Sale Component Plot (including but not limited to mortgage by way of deposit of title deeds) from Bank/financial institution/Non Banking Financial Corporation ("Lenders") and without having to seek further consent from Allottee in any manner whatsoever, written or otherwise, but without the Allottee being responsible / liable towards its repayment and incurring any liability in any manner whatsoever (financial or otherwise);

(ii) The sole liability to repay the loan amount together with interest/penalty occurred under such mortgage/facility shall be of the Promoters alone.

24. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules and Annexes along with the payments due, as stipulated in the Payment Plan in Eighth Schedule hereunder written, within 30 (thirty) days from the date of its receipt by the Allottee and secondly, appears for registration of the same before the concerned office of the Sub-Registrar of Assurances as and when intimated by the Promoters. If the Allottee fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the concerned office of the Sub-Registrar of Assurances for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee for rectifying the default, if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, the application of the Allottee shall be treated as cancelled and all amounts paid by the Allottee shall stand forfeited.



25. ENTIRE AGREEMENT:

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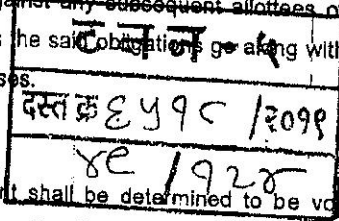
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This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements, whether written or oral, if any, between the Parties in regard to the said Flat.

26. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO THE ALLOTTEE/SUBSEQUENT ALLOTTEES:**

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 Project/Whole Project shall equally be applicable to and enforceable against any subsequent allottees of the said Flat, in case of a transfer, as the said obligations go along with the said Flat, for all intents and purposes.



27. **SEVERABILITY:**

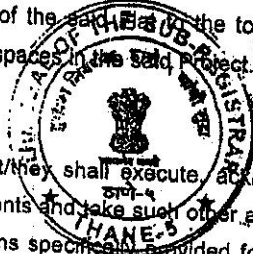
If any provision of this Agreement shall be determined to be void or unenforceable under the RERA or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Agreement shall be deemed amended or deleted in so far as they are reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the RERA or the RERA Rules and Regulations made thereunder or the applicable laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of the execution of this Agreement.

28. **METHOD OF CALCULATION OF PROPORTIONATE SHARE:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with other allottees in Project, the same shall be in proportion to the carpet area of the said Flat to the total carpet area of all the other flats/units/areas/spaces in the said Project.

29. **FURTHER ASSURANCES:**

Both the parties agree that he/she/it/they shall execute, at knowledge and deliver to the other such instruments and take such other actions, in addition 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.



30. **PLACE OF EXECUTION:**

81 *Sharma*

Sharma

The execution of this Agreement shall be complete only upon its execution by the Promoters through their authorized signatory at the Promoters office, or at some other place, which may be mutually agreed between the Promoters and the Allottee, after the Agreement is duly executed by the Allottee and the Promoters or simultaneously with the execution thereof, the said Agreement shall be registered at the office of the concerned Sub-Registrar of Assurances. Hence, this Agreement shall be deemed to have been executed at Thane.

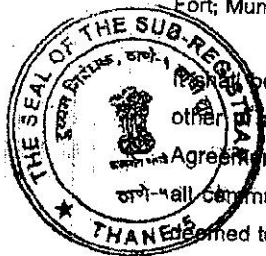
31. REGISTRATION OF AGREEMENT FOR SALE

तल - ४	The Allottee shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoters, with sufficient prior notice, will attend such office and admit the execution thereof.
५० / १२०	
३३, NOTICES	

All notices to be served upon the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Courier or Registered Post A.D /Under Certificate of Posting at their respective addresses specified below:

SHEETAL AMIT MANE
 A-1201, DOSTI VIJETA
 DOSTI VIHAR COMPLEX,
 POKHRAN ROAD NO. 1,
 VARTAK NAGAR
 THANE (WEST) 400 606
 Notified Email ID: sheetal.borate@gmail.com

DOSTI ENTERPRISES
 Lawrence and Mayo House,
 1st Floor, 276, Dr. D.N.Road,
 Fort, Mumbai 400 001



It is the duty of the Allottee and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement at the above address by Registered Post A.D., failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters or the Allottee, as the case may be.

५१ Sheetal ४७ [Signature]

33. **JOINT ALLOTTEES:**

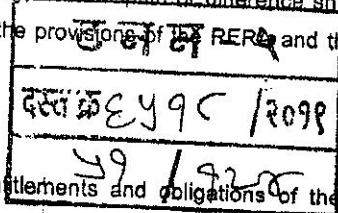
In case there are Joint Allottees, all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given by him/her/it/them, which shall for all intents and purposes be considered as properly served on all the Allottees.

34. **STAMP DUTY AND REGISTRATION CHARGES:**

The charges towards stamp duty fees and registration charges of this Agreement shall be borne and paid by the Allottee alone.

35. **DISPUTE RESOLUTION:**

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



36. **GOVERNING LAW:**

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Thane City, and the Courts of law in Thane/Mumbai will have exclusive jurisdiction with respect to all the matters pertaining to this Agreement.

37. The Permanent Account Numbers of the parties hereto are as under:

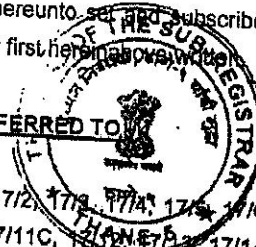
Name	Permanent A/c. No.
DOSTI ENTERPRISES	AAFFD4236J
SHEETAL AMIT MANE	AVSPB5787G
AMIT ARUN MANE	AYWPM8907G

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinaforescribed.

THE FIRST SCHEDULE ABOVE REFERRED TO

("said Property")

All that Plot of land bearing Survey Number 17/1, 17/2, 17/3, 17/4, 17/5, 17/6, 17/7A, 17/7B, 17/8, 17/9, 17/10, 17/11A, 17/11B, 17/11C, 17/12, 17/13, 17/14, 18/1, 18/2, 18/3, 18/4, 18/5, 18/6(New Survey No. 18/6B), 18/7, 18/8, 18/9, 18/10(New Survey No. 18/10A), 18/11(New Survey No. 18/11A), 19/23, 19/29, 19/30, 19/31, 19/32, 19/37, 19/42, 19/43(p), 19/45, 16/1, 16/2, 16/3, 16/4, 16/5, 16/6, 16/8(New Survey No. 16/8A), 16/9(New Survey No. 16/9A), 16/10+11A(New Survey No. 16/10+11A1), 16/11(New Survey No. 16/11A),



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Sheetal
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16/12B (New Survey No. 16/12/2A), 25/13(p), 48/4A(p), 49/1(p), 49/2, 49/3, 49/4, 49/5, 49/6, 49/7(New Survey No. 49/7A), 49/8A, 50/3A(New Survey No. 50/3A1), 51/3A, 51/5(New Survey NO. 51/5A), 22(p), 23(p), 24, 25/1, 25/2, 25/3, 25/4, 25/5(p), 25/7(p), 25/9(p), 26/8A(p), 26/9(p), 26/10A, 26/10B, 26/11A(p), 26/11B(p), 26/12, 27/10(p), 27/11(p), 27/15, 27/16A(p), 27/16B(p), 27/17, 40/8(p), 40/15(p), 40/17(p), 40/22(p), 77/13B(p), 77/13C(p), 77/14A(p), 77/14B(p), admeasuring 73,000 sq.mtrs. situate at VILLAGE - BALKUM, TAL.-

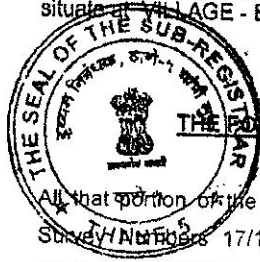
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52 / 928

THE SECOND SCHEDULE ABOVE REFERRED TO
("Rental Component Plot")

All that Plot of land bearing Survey Numbers 22(p), 23(p), 24, 25/1, 25/2, 25/3, 25/4, 25/5(p), 25/7(p), 25/9(p), 26/8A(p), 26/9(p), 26/10A, 26/10B, 26/11A(p), 26/11B(p), 26/12, 27/10(p), 27/11(p), 27/15, 27/16A(p), 27/16B(p), 27/17, 40/8(p), 40/15(p), 40/17(p), 40/22(p), 77/13B(p), 77/13C(p), 77/14A(p), 77/14B(p), admeasuring 18,250 sq.mtr. situate at VILLAGE - BALKUM, TAL.- DIST. - THANE.

THE THIRD SCHEDULE ABOVE REFERRED TO
("Sale Component Plot")

All that Plot of land bearing Survey Numbers 17/1, 17/2, 17/3, 17/4, 17/5, 17/6, 17/7A, 17/7B, 17/8, 17/9, 17/10, 17/11A, 17/11B, 17/11C, 17/12, 17/13, 17/14, 18/1, 18/2, 18/3, 18/4, 18/5, 18/6(New Survey No. 18/6B), 18/7, 18/8, 18/9, 18/10(New Survey No. 18/10A), 18/11(New Survey No. 18/11A), 19/23, 19/29, 19/30, 19/31, 19/32, 19/37, 19/42, 19/43(p), 19/45, 16/1, 16/2, 16/3, 16/4, 16/5, 16/6, 16/8(New Survey No. 16/8A), 16/9(New Survey No. 16/9A), 16/10+11A(New Survey No. 16/10+11A1), 16/11(New Survey No. 16/11A), 16/12B (New Survey No. 16/12/2A), 25/13(p), 48/4A(p), 49/1(p), 49/2, 49/3, 49/4, 49/5, 49/6, 49/7(New Survey No. 49/7A), 49/8A, 50/3A(New Survey No. 50/3A1), 51/3A, 51/5(New Survey NO. 51/5A), admeasuring 54,750 sq. mtr. (approx.) situate at VILLAGE - BALKUM, TAL.- DIST. - THANE.



THE FOURTH SCHEDULE ABOVE REFERRED TO
("Project Land")

All that portion of the said Sale Component Plot of the said Property bearing Survey Numbers 17/1, 17/2, 17/3 (Part), 19/23, 19/29, 19/30(part), 19/31(Part), 19/32, and 19/43(Part) admeasuring 1,354.02 square meters situate at Village, Balkum, Taluka & District Thane.

PS [Signature] 49 [Signature]

THE FIFTH SCHEDULE ABOVE REFERRED TO
("Specifications of Flat")

FLOORING

- Vitrified tiles in living, dining, bedroom, kitchen and passage

KITCHEN

- Quartz agglomerated kitchen platform with marble support
- Stainless steel sink of standard make
- Ceramic tiles dado upto beam bottom level
- Water heater

SANITARY

- Matt finish ceramic tiles for all toilet's flooring
- All toilets walls with tiles dado upto beam bottom level
- Concealed plumbing with standard fittings. Deluxe C.P brass fittings
- Sanitary fittings of standard make
- 15 Ltrs boiler with hot – cold mixer
- Toilet doors with laminate finish
- Dry area aluminium louvered door
- Bathrooms with louvers
- Mirror above counter wash basin
- False ceiling in toilets

ELECTRICAL

- Electrical wiring & fitting of concealed type
- All switches of standard make
- One ELCB per flat & MCB for each room
- T.V, telephone, Internet, AC point, ceiling fan point & regulator in living room and bedrooms

DOORS

- Flushed Doors in living, bedrooms with laminate finish

WINDOWS

- Aluminium sliding windows
- S.S railing with glass in living room
- M.S decorated grills for bedrooms and kitchen windows
- Mosquito net for bedrooms and living room



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PAINTING

- Gypsum finish internal walls
- All the walls in living, bedroom painted in luster paint, ceilings in plastic paint

SECURITY

टोलन - ५	Intercom system & Video door phone in each flat.
दस्तावेज क्र. ५९८/१०७९	THE SIXTH SCHEDULE ABOVE REFERRED TO
५४/१२४	"Proposed Buildings Amenities"

Security Access control with CCTV provision at podium & main entrance lobby

- Fire fighting & fire alarm system for the building
- Society office
- Common toilets at ground floor level

THE SEVENTH SCHEDULE ABOVE REFERRED TO
("Whole Project Amenities")

I. Amenities to be completed with Dosti Westcounty-Dosti Oak Project
(MahaRERA Registration No.P51700006565)

A. Dosti Club - OAK

- Swimming Pool
- Gymnasium with shower and locker area

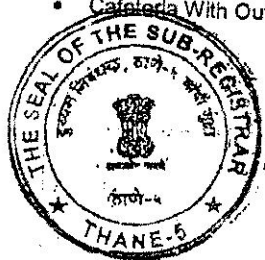
B. Outdoor Amnenities

- Kids Play Area
- Multipurpose Sports Court
- Resting Plaza

II. Amenities to be completed with Dosti Westcounty-Phase-2-Dosti Cedar Project (MahaRERA Registration No.P51700015258)

A. Dosti Club -COUNTY

- Gymnasium With Shower and locker area
- Library
- Cafeteria With Outdoor Dining



51 *[Signature]*

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B. OUTDOOR AMENITIES

- Olympic Size Swimming Pool
- Futsal
- Kids Play Area
- Cycling Track

III. Amenities to be completed with Dosti Westcounty-Phase-3-Dosti Westwood Project (MahaRERA Registration No.P51700015501)

Outdoor amenities

- Box Cricket
- Lawn Tennis
- Amphitheatre
- Multipurpose Lawn
- Resting Plaza
- The Merlion Zone

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दस्तावेज क्र ६५९८ / २०१४
५५ / १२०६

THE EIGHTH SCHEDULE ABOVE REFERRED TO:

Description of the Flat

Flat No. 1403 on 14TH floor in B Wing in Dosti Oak Building, having an area of 595 sq. feet (Rera carpet) equivalent to 55.28 sq. meter (Rera carpet) (as per the definition of carpet area hereinabove mentioned) in the Project known as "DOSTI WEST COUNTY-DOSTI OAK", being constructed on Project Land more particularly described in FOURTH SCHEDULE above.

In addition to the above the Allottee shall be entitled to use and enjoy on an exclusive basis 4.11 square metres (i.e. 44 square feet) of appurtenant and utility area (which is appurtenant and attached to the said Flat and accessible only from the said Flat) and approved in the said presently approved plans as Balcony.

(Description of Car Parking Space)

All that 1 (one) Mechanized Puzzie Parking Space for parking of 1 (one) car in the said project.

(Description of the consideration)

The total Consideration/Purchase Price payable by the Allottee to the Promoter, in respect of the Flat shall be Rs. 80,37,000/- (Rupees Eighty Lakhs Thirty Seven Thousand Only). The said Consideration/Purchase Price of Rs. 80,37,000/- (Rupees Eighty Lakhs Thirty Seven Thousand Only), shall be paid by the Allottee to the Promoters in the following manner for such payment being of the essence of contract:



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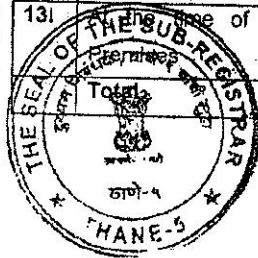
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वस्तु क्र. ६५९८/२०१९

9. Milestone
No. ५६/१२४

		Percentage of Total Consideration	Amount due & payable (in Rs.)
1.	On or before execution of Agreement for Sale	9%	723330/-
2.	Within 15 days of execution of Agreement for Sale	21%	1687770/-
3.	On completion of Plinth of the Wing	15%	1205550/-
4.	On or before Commencement of 3 rd Slab of Superstructure of the Wing	5%	401850/-
5.	On or before Commencement of 9 th Slab of Superstructure of the Wing	5%	401850/-
6.	On or before Commencement of 15 th Slab of Superstructure of the Wing	5%	401850/-
7.	On or before Commencement of 21 th Slab of Superstructure of the Wing	5%	401850/-
8.	On completion of Slabs including Stilt of the Wing	5%	401850/-
9.	On completion of walls, internal plaster, floorings, doors and windows of the said Premises	5%	401850/-
10.	On completion of Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises	5%	401850/-
11.	On completion of external plumbing and external plaster, elevation, terraces with waterproofing of the Wing	5%	401850/-
12.	On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and other requirements as prescribed in the Agreement for Sale	10%	803700/-
13.	On completion of possession of the said	5%	401850/-
	Total	100%	8037000/-



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(Other Charges)

The total Other Charges payable by Allottee to Promoters, in respect of the said Flat shall be Rs.391628/- (Rupees Three Lakhs Ninety One Thousand Six Hundred and Twenty Eight Only)The said Other Charges of Rs.391628/- (Rupees Three Lakhs Ninety One Thousand Six Hundred and Twenty Eight Only), shall be paid by the Allottee to the Promoters on handing over possession of the said Flat, time for such payment being of the essence of contract the details whereof are as hereunder:

Sr.No.	Description	Category	Amount (Rs)
1.	Legal charges	Non-Refundable	910,000/-
2.	For formation & registration of Society	Non-Refundable	5000/-
3.	M.S.E.D.C.L. Expenses	Non-Refundable	60000/-
4.	Water Charges	Non-Refundable	30000/-
6.	Dosti Club Oak Membership Fees/Charges	Non-Refundable	25000/-
7.	Corpus Fund for infrastructure & common facilities.	Deposit	25000/-
8.	Provisional monthly outgoings/ charges for 12 Months in respect of the said Flat	Deposit	46008/-
9.	Provisional monthly outgoings/charges for maintenance of common areas, amenities and facilities of the whole project for 60 months	Deposit	38340/-
10.	Share of Security Deposit for 12 months	Deposit	46008/-
11.	Dosti Club Oak Outgoings for 24 months	Deposit	30672/-
12.	Share money, application and entrance fee of the Society or such other larger sum as may be required at the time. (Additional Rs.100/- per person if number of persons exceeds 1)	Deposit	6000/-
13.	Fit Out Deposit	Deposit	75000/-
	Total		391628/-

In addition to above mentioned Other Charges, the Allottee shall also be liable to pay following Statutory Dues, as may be applicable, viz;

P/ *Shah* *Prin*

- i. Stamp Duty
- ii. Registration Charges
- iii. Goods and Service Tax (GST) on Purchase Price
- iv. Goods and Service Tax (GST) on Other Charges
- v. Property Tax and Actuals

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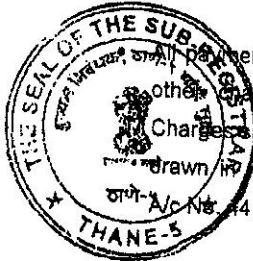
दस्तावेज क्र. २५९८/२०१९

५८/१९९९

If the Allottee is desirous to have membership of Dosti Club County, then the Allottee shall be liable to pay following additional Charges, viz;

- i. Club membership Charges (Non-Refundable) of Rs.2,25,000/-
- ii. Corpus Fund (Non-Refundable) of Rs.25,000/-
- iii. Monthly outgoings for 24 months of Rs. 30,500/-
- iv. GST on the payments at i to iii hereinabove, at applicable rate.

All payments to be made by the Allottee under this Agreement towards purchase consideration/price shall be by cheque/demand draft/pay order/any other instrument drawn in favour of "DOSTI ENTERPRISES OAK COLLECTION A/C KOTAK MAHINDRA BANK A/c No.4412011166".



All payments to be made by the Allottee under this Agreement towards other charges including taxes, GST, Stamp Duty and Registration Charges shall be by cheque/demand draft/pay order/any other instrument drawn in favour of "DOSTI ENTERPRISES KOTAK MAHINDRA BANK A/c No. 4412010930".

SIGNED AND DELIVERED by the
within named "Promoters"
DOSTI ENTERPRISES
through its Authorized Signatory
PANKAJ SHAH

in the presence of ...

1. *Juoriba*
2. *M. Madan*

SIGNED AND DELIVERED
by the within named "Allottee"
SHEETAL AMIT MANE
AMIT ARUN MANE

in the presence of ...

1. *Juoriba*
2. *M. Madan*



Pankaj Shah



Sheetal Mane



RECEIPT

उत्तर - ५
दस्तावेज ५९८ / २०१९
५९ / १२०

RECEIVED the day and year first hereinabove written of and from the within named Allottee a sum of Rs.200000/- (Rupees Two Lakhs Only), as and by way of earnest money as within mentioned to be paid by him/her/it/them to us the details of which are as under:

Date	Drawn on	Cheque / Ref No	Amount (Rs.)
03.02.19	Card Payment	Card Payment	200000/-
		Total	200000/-

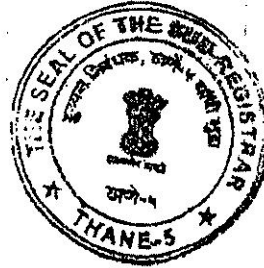
WE SAY RECEIVED
For DOSTI ENTERPRISES

(Pawan S. S.)
Authorized Signatory
THE PROMOTERS

Witnesses:

1. Jyotiba

2. Maharaj



Shah

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ANNEXURE A

ढलल - ५
सुलल २५९८ / २०१९
२० / १२०



मुंबई महानगर प्रदेश विकास प्राधिकरण
MUMBAI METROPOLITAN REGION
DEVELOPMENT AUTHORITY

No. MMRDA/RHD/RHS-50/17/164

Date: 13 APR 2017

To,

M/s Dosti Enterprises,
Lawrence and Mayo House,
1st Floor, 276, Dr. D. N. Road,
Fort, Mumbai 400 001.

Kind Attn.: Shri Rajul Vora.

Sub: Proposed Rental Housing Scheme at Village Balkum, Taluka and District Thane falling within the jurisdiction of TMC by M/s Dosti Enterprises - Revised Location Clearance and Layout approval.

- Ref: 1. MMRDA's revised Location Clearance and layout approval No. MMRDA/RHD/ RHS-50/15/270 dated 30.10.2015.
2. MMRDA's revalidation of Location clearance No. MMRDA/RHD/RHS-50/16/89 dated 29.04.2016.
3. Letter submitted by M/s Dosti Enterprises dated 22.02.2017

MMRDA vide its letter referred at (1) above dated 30.10.2015 has granted revised Location Clearance and layout approval to the Rental Housing Scheme proposed on the land bearing S. No. 16 (H. No. 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12B), S. No. 17 (H. No. 1, 2, 3, 4, 5, 6, 7A, 7B, 8, 9, 10, 11A, 11B, 11C, 12, 13, 14), S. No. 18 (H. No. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11), S. No. 19 (H. No. 23, 29, 30, 31, 32, 37, 42, 43, 45), S. No. 21, S. No. 22, S. No. 23, S. No. 24, S. No. 25 (H. No. 1, 2, 3, 4, 5, 6, 7, 8, 9 part, 10A, 10B, 13A, 13B), S. No. 26 (H. No. 1, 2, 3A, 3B, 4, 5A+B, 6, 7, 8A, 8B, 9, 10A, 10B, 11A, 11B, 12), S. No. 27 (H. No. 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 13, 14, 15, 16A, 16B, 17), S. No. 34 (H. No. 6, 7, 8), S. No. 35 (H. No. 13, 14), S. No. 39 (H. No. 3, 9B+C), S. No. 40 (H. No. 1, 2, 3, 4, 5, 6, 7, 8(pt), 8A, 9A, 9B part, 10A, 10B, 11, 12, 13, 14, 15, 16A, 16B, 17, 19, 20A, 20B, 21A, 21B, 22), S. No. 41 (H. No. 1A, 6A, 8, 9, 10, 11), S. No. 42 (H. No. 1, 2, 3), S. No. 43 (H. No. 2), S. No. 44 (H. No. 1, 2A, 2B, 3), S. No. 45 (H. No. 2), S. No. 47 (H. No. 1, 2A, 2B, 3, 5, 6, 7, 8A, 8C, 8D), S. No. 48 (H. No. 1, 2, 3A, 4A), S. No. 49 (H. No. 1, 2, 3, 4, 5, 6, 7, 8A), S. No. 50 (H. No. 2A, 3A, 4A), S. No. 51 (H. No. 1, 2, 3A, 5), S. No. 53, S. No. 54 (H. No. 1, 2, 3), S. No. 77 (H. No. 7A, 7B, 7C, 8Ept, 9pt, 10, 11, 12, 13B, 13C, 14A, 14B) at Village Balkum, Taluka and District Thane admeasuring total plot area 2,04,640.00 Sq. m (net plot area 1,33,470.84 Sq. m) falling within the jurisdiction of TMC. Further, MMRDA vide letter dated 29.04.2016 referred above has revalidated said revised Location Clearance up to 29.04.2017.



In response to the request referred at (3) above made by M/s Dosti Enterprises MMRDA is pleased to grant revised Location Clearance for the revised gross plot area of 2,04,640.00 Sq. M. and net plot area of 73,000 Sq. M. on land bearing S. No.16 (Hissa No. 1, 2, 3, 4, 5, 6, 8 pt, 9 pt, 10 pt, 11 pt, 12B pt), S. No. 17 (Hissa No. 1, 2, 3, 4, 5, 6, 7A, 7B, 8, 9, 10, 11A, 11B, 11C, 12, 13, 14), S. No. 18 (Hissa No. 1, 2, 3, 4, 5, 6pt, 7, 8, 9, 10 pt, 11 pt), S. No. 19 (Hissa No. 23, 29, 30, 31, 32, 37, 42, 43pt, 45), S. No. 22pt, S. No. 23pt, S. No. 24pt, S. No. 25 (Hissa No. 1, 2, 3, 4, 5pt, 7pt, 9pt, 10A pt, 10B pt, 13A pt), S. No. 26 (Hissa No. 8Apt, 9 pt, 10A, 10B, 11A pt, 11B pt, 12), S. No. 27 (Hissa No. 10 pt, 11 pt, 15, 16A pt, 16B pt, 17), S. No. 40 (Hissa No. 15pt, 8A, 8B pt, 17 pt, 22 pt), S. No. 44 (Hissa No. 1pt, 2 A pt, 2B pt), S. No. 47 Hissa No. (1pt, 2A pt, 3pt, 2/2+3/2Apt, 2/2+3/2B, 4B, 6 pt, 7 B, 5 pt, 8A2, 8B2, 8C1), S. No. 48 (Hissa No. 4A, 4B), S. No. 49 (Hissa No. 1pt, 2, 3, 4, 5, 6, 7A

वांद्रे-कुर्ली संकुल, वांद्रे (पूर्व), मुंबई - ४०० ०५९. कार्यालय : २६५९ ९२३४ • हपीएबीएक्स : २६५९ ०००९/४०००.
फॅक्स : २६५९ ९९९२ / २६५९ ९२६४ • वेब साईट : <http://www.mmrda.maharashtra.gov.in>

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६९ / १२४

pt, 7B, 8Apt, 8B), S. No. 50 (Hissa No. 3A pt, 3B), S. No. 51 (Hissa No 3A, 3B, 5A, 5B), S. No. 77 Hissa No. 13 B pt, 13C pt, 14A pt, 14B pt) subject to following conditions:

A. Applicable to the developer:

1. This Location Clearance and layout approval supersedes the Location Clearance (LC) granted by MMRDA in the name of M/s Dosti Enterprises dated 30.10.2015.
2. All the approvals granted by various Authorities on the basis of the Location Clearance dated 31.10.2015 shall stand cancelled immediately.
3. Based on the information furnished by the developer, the gross area of the plot is 84,134.00 Sq. M. The net area of the plot calculated as 73,000.00 Sq. M after deducting the area under reservations. The developer shall convey a minimum of 25% land (i.e. 18,250.00 Sq. M.) in the name of MMRDA as freehold and without any encumbrances along with rental houses with FSI One of net plot area in conformity with the DCR and Govt. Orders applicable.
4. The developer shall obtain Commencement Certificate from TMC as per the enclosed plan with the tenement size of 320 sq ft.
5. All the conditions of all the letters issued by MMRDA, GoM and any other competent authority shall be binding on the developer.
6. While obtaining Building Permission for Rental Housing component, the applicant shall exclude items such as all the passages, lifts, staircases etc. from FSI computation that is specified for exemption in GR dated 04.11.2008 regarding Rental Housing.
7. This Location Clearance shall be valid for six months from date of its issue and the developer shall enter into an agreement with MMRDA thereafter as per the draft attached with this letter. Any further revalidation of the Location Clearance shall be applied for at least one month before expiry of the current validity.
8. The developer shall not carry out any development on land not belonging to him or not having Power of Attorney in his favor to develop or the land either affected by ownership disputes/claim/encumbrances etc. which shall be validated by the Competent Authority.
9. The construction of Rental Housing and Free Sale Components should advance as per FSI released by RHD, MMRDA.
10. The developer/owner shall develop the project and pay Infrastructure charges in accordance with the Govt. Orders No. TPS No. 1208/MMR/CR-393/08/ UD-12 dated 04.11.2008 and any other Govt. Order applicable to the site under reference; and shall abide by the Govt. Orders/ MMRDA directives issued from time to time.
11. The developer shall not load any FSI on the plot submitted for Rental Housing Scheme from any other plot. The development potential of the plot submitted for rental housing cannot be transferred to any other plot outside the Rental Housing Scheme. MMRDA shall not be responsible for any conflict between the applicant and others regarding development potential. If any conflict is noticed, this Location Clearance shall be withdrawn at applicants cost.
12. The developer shall develop all on-site infrastructure including water supply, power, solid waste disposal, storm water disposal, sewerage, etc. at his own cost and other infrastructure as may be prescribed by the Planning Authority.



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13. The developer shall provide access to land-locked, adjoining and abutting plots not belonging to the developer while preparing layout, at the developers cost, if any.
14. The developer shall obtain permission for access from the Competent Authority, if applicable.
15. The developer shall carry out work as per the layout approved by MMRDA and the modified specifications prescribed by MMRDA for Rental Housing Component. The developer shall extend full co-operation to MMRDA for monitoring the construction work of Rental Housing Component.
16. No. of Balwadis and Welfare centers shall be provided as per the plan enclosed herewith.
17. The developer shall get the S. Nos. subdivided from the Collector for the portion included in Rental Housing Component in due course of time. The Planning Authority shall ensure that such Survey Nos. portion does not receive benefit from any other scheme other than Rental Housing Scheme. If found to do so, MMRDA shall cancel the Location Clearance and initiate action against developer/Architect.
18. The developer/Owner shall indemnify MMRDA from any litigation that may arise due to existing structures, their demolition, land matters, title issues etc. for which the developer shall obtain necessary approval and permission from Competent Authority by paying necessary charges if any. An Indemnity Bond in the format prescribed by MMRDA shall be submitted in this regard along with the Agreement.
19. The developer shall not create any third party rights in the Rental Housing Scheme and shall indemnify MMRDA from any claims/disputes raised by any third party whose rights might have been created in the Rental Housing Scheme.
20. No mortgage, lien or charges with any bank, financial institution and/or any person or persons or transfer, lease or sub-lease of the property shall be allowed of the 25% land to be conveyed to MMRDA. However, the developer/ Owner shall be allowed to mortgage, create any lien or charges with any bank, financial institution and/or any person or persons or transfer, lease or sub-lease the land and property proposed for the free sale component of the Rental Housing Scheme after taking prior permission of MMRDA.
21. The developer/owner, where applicable, shall submit ULC NOC obtained from UDD in accordance with UDD Circular No. ULC-2209/PK.35/ULCD-2 dated 18.03.2009 and ULC Order No. ULC 2209/PK.35/ULCD-2 dated 25.08.2011, if required.
22. This Location Clearance is based on the documents submitted by the developer. This letter shall be deemed as cancelled immediately if the documents submitted by the developer/architect/applicant are found to be false or if violation of any condition in this letter is noticed.
23. The developer/Architect/applicant shall submit a certified copy of all the letters/NOCs/ approvals/disapprovals/permissions/notices etc. to the Chief, Rental Housing Division, MMRDA within 15 days from receipt of the same.
24. The developer shall obtain NOCs for CC above plinth and OC from MMRDA before applying for CC above plinth and OC from concerned Planning Authority.
25. The developer shall carry out work as per the revised specifications enclosed herewith.



[Handwritten signatures and initials]

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दस्तावेज ६५९८/२०१९
६३/१२४

26. Where applicable, the developer shall abide by the provisions of Bombay Tenancy and Agricultural Land Act and all other relevant Acts before commencing any development on site.
 27. No development shall be carried out on ULC affected land, forest land, Coastal Regulation Zone/High Tide Line affected land, SEZ (Special Economic Zone), land within MIDC jurisdiction, etc unless permission from Competent Authority is obtained.
 28. The offsite infrastructure will be provided by MMRDA to the extent possible and subject to availability of funds.
 29. MMRDA reserves its right to withdraw this revised Location Clearance to modify draft agreement, amend detailed technical specifications, amend schedule of implementation, amend FSI release statement, amend or add any other condition in this letter etc. in larger public interest, if found necessary in larger public interest.
 30. If any complaints are received by MMRDA against the developers, MMRDA will be at liberty to cancel the Location Clearance if it is found that the complaints are genuine or in case Hon'ble Courts order to do so. The entire liability of third party rights in such case shall vest with the developer and he will be solely responsible for the same.
 31. NOC for OC for Free Sale Component shall be granted only after NOC for OC for the Rental Housing component is obtained by the developer from MMRDA.
 32. The construction of the Rental Housing Component shall be in advance of the Free Sale Component.
- B. Applicable to Thane Municipal Corporation (TMC):**
1. This Location Clearance is issued based on the GR dated 04.11.2008 in respect of development of Rental Housing Scheme applicable. The TMC shall be at liberty to reject the proposal if it is not in conformity with the applicable DCR provisions and inform MMRDA accordingly.
 2. Building Permission / Commencement Certificate shall be issued by TMC only after the revised layout approval granted by MMRDA.
 3. While issuing Commencement Certificate for Rental Housing Component, the items mentioned in GR dated 04.11.2008 shall be excluded from FSI computation.
 4. Since a public asset is going to be generated in the proposed Rental Housing Scheme, title certificates shall be verified stringently.
 5. Plot area calculations and FSI computations shall be based on actual measurements after site inspection / physical survey and taking into consideration the reservations.
 6. Manager's cabins, Baiwadis and Welfare centers shall be provided as the layout enclosed.
 7. TMC shall ensure that the FSI of Free sale and Rental Housing Components as per CC has not exceeded the permissible limits. Any violations shall be immediately brought to the notice of MMRDA. No attempt by the developer to regularize unauthorized structures shall be entertained by TMC.
 8. While issuing Building Permission / Commencement Certificate / any cancellation etc. to the developer, a copy of the same shall be sent to



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9. The GC shall be released by TMC after NOC for the same is issued by the Rental Housing Division, MMRDA in stages and in accordance with the following schedule:

Sr. No.	Stages of Release of FSI	Rental Component	Free Sale Component
1	On Grant of BP/CC upto plinth by ULB/planning Authority for entire project	1.00	1.00
2	On completion of 50% plinth of Rental component	-	0.50
3	On Completion of 50% BUA of Rental Component	-	0.50
4	On Completion of 100% BUA of Rental Component	-	0.75
5	On handing over of "25% land & completed Rental component buildings" with occupancy certificate & completion certificate	-	0.25

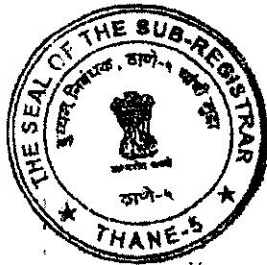
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वस्तु संख्या १८/२०१९
१४/१२४

- Encl: 1. Layout approval.
2. Revised detailed specifications.

Pravin
(Pravin Darade I.A.S.)
Addl. Metropolitan Commissioner and
Project Director

1. The Municipal Commissioner,
Thane Municipal Corporation,
Mahaganapalka Bhavan,
Dr. Almeida road, Chandanwadi,
Pahchpakhadi, Thane - 400 602.

2. M/s 10 Folds Architects and Consultants,
8-101, Dev Corpora, Opp. Cadbury signal,
Thane (W) - 400 601.



1) *Shital* *Pravin*

टलन - ५
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41/17, 46/18, 42/1, 42/2, 42/3, 43/1, 43/2, 43/3, 43/4, 43/5, 44/1, 44/2, 44/3, 45/2, 46/1A, 46/5B, 47/1, 47/2/1, 47/2/2, 47/3/1, 47/3/2, 47/4B, 47/5, 47/6, 47/7, 47/8A, 47/8C, 47/8D, 48/1, 48/2, 48/3A, 48/4A, 49/1, 49/2, 49/3, 49/4, 49/5, 49/6, 49/7, 49/8A, 50/2A, 50/3A, 50/4A, 51/1, 51/2, 51/3A, 51/4A, 51/5, 52/1, 53, 54/1, 54/2, 54/3, 77/1, 77/2, 77/5, 77/7, 77/8A, 77/8C, 77/8E, 77/9, 77/10, 77/11, 77/12, 77/13, 77/14, 77/15, 78/1, 78/3 & 78/4.

the development permission / the commencement certificate is granted subject to the following conditions.

- 1) The land vacated in consequences of the enforcement of the set back fine shall form part of the public street.
- 2) No new building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission has been granted.
- 3) The development Permission / Commencement certificate shall remain valid for a period of one year commencing from the date of its issue.
- 4) This permission does not entitle you to develop the land which does not vest in you.
- 5) ठामपा/शविदि/३०४८/१६ दि.२९/१९/२०१६ नोंदीच्या सुधारित परवानगी/सी.सी. मधील सर्व संबंधित व्यटी आपणांवर नोंदनाकरक सहजेल.
- 6) पुढील परवानगीपूर्वी यु.एल.सी. अडवेंनातुसार शासनास हस्तांतरित करावयाच्या सदनिका नकाशांवर नोंदनाणे आवश्यक.
- 7) ताह्यमुते स्वल्पासे बांधकाम निष्क्रीय करेपर्यंत इमारत क्र.११ व १२ लेकड्या क्षेत्राची सी.सी. राखून देवणे आवश्यक.
- 8) उर्वरित विक्री इमारतीच्या सी.सी. मुदी अग्निशामन विभागाकडील नाहरकल दाखला सादर करणे आवश्यक.

WARNING : PLEASE NOTE THAT DEVELOPMENT IN CONTRAVENTION OF THE APPROVED PLANS AMOUNTS TO COGNISABLE OFFENCE UNDER THE MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1916.

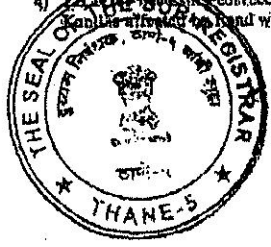


Yours faithfully,

(Signature)
 कार्यकारी अभियंता,
 शहर विकास विभाग
 Municipal Corporation
 of the City of Thane.

समर्थान
 मंडळी अथवा नागरिक संघटनेस स प्रत्येक तसेच
 शहर विकास विभागाकडे सादर आभारार्थी आहे.
 या प्रत्येकाने आपला भाग्य, सहाय्य
 आणि सहाय्य देण्याची अतिशय महत्त्वाची जबाबदारी
 आहे. त्यासाठी नगरपालिका
 अधिकारिकांक सहाय्य देणे आवश्यक आहे.

- Copies to:-
- 1) Dy. Municipal commissioner - Zone
 - 2) E.I. (Enforcement)
 - 3) Complaint Authority (U.L.C.)
 For Sec 22 & 22 if required
 - 4) For the purpose of correction in record of
 public utility for land widening / reservation.



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टनन - ५
दस्तावेज क्र. ६५९८ / २०१९
६६ / १२४

नंदिन स.क्र.16/1, 16/2, 16/3, 16/4, 16/5, 16/6, 16/8, 16/9, 16/10, 16/11, 16/12B, 17/1, 17/2, 17/3, 17/4, 17/5, 17/6, 17/7A, 17/7B, 17/8, 17/9, 17/10, 17/11A, 17/11B, 17/11C, 17/12, 17/13, 17/14, 18/1, 18/2, 18/3, 18/4, 18/5, 18/6, 18/7, 18/8, 18/9, 18/10, 18/11, 19/23, 19/29, 19/30, 19/31, 19/32, 19/37, 19/42, 19/43, 19/45, 21, 22, 23, 24, 25/1, 25/2, 25/3, 25/4, 25/5, 25/6, 25/7, 25/8, 25/9A, 25/9B, 25/10A, 25/10B, 25/13A, 25/13B, 26/1, 26/2, 26/3A, 26/3B, 26/4, 26/5(A+B), 26/6, 26/7, 26/8A, 26/8B, 26/9, 26/10A, 26/10B, 26/11A, 26/11B, 26/12, 27/1, 27/2, 27/3, 27/4, 27/5, 27/7, 27/8, 27/9, 27/10, 27/11, 27/13, 27/14, 27/15, 27/16A, 27/16B, 27/17, 34/6, 34/7, 34/8, 35/13, 35/14, 39/3, 39/9(B+C), 40/1, 40/2, 40/3, 40/4, 40/5, 40/6, 40/7, 40/8(p), 40/8A, 40/9A, 40/9B(p), 40/10A, 40/10B, 40/11, 40/12, 40/13, 40/14, 40/15, 40/16A, 40/16B, 40/17, 40/19, 40/20A, 40/20B, 40/21A, 40/21B, 40/22, 41/1A, 41/6A, 41/8, 41/9, 41/10, 41/11, 42/1, 42/2, 42/3, 43/2, 44/1, 44/2A, 44/2B, 44/3, 45/2, 47/1, 47/2A, 47/2B, 47/3, 47/5, 47/6, 47/7, 47/8A, 47/8C, 47/8D, 48/1, 48/2, 48/3A, 48/4A, 49/1, 49/2, 49/3, 49/4, 49/5, 49/6, 49/7, 49/8A, 50/2A, 50/3A, 50/4A, 51/1, 51/2, 51/3A, 51/5, 53, 54/1, 54/2, 54/3, 77/7A, 77/7B, 77/7C, 77/8E, 77/9(p), 77/10, 77/11, 77/12, 77/13B, 77/13C, 77/14A, 77/14B, 5/2, 5/3, 5/5, 5/6, 5/13/1, 13/2A, 14/1, 14/2, 14/3, 14/4, 14/5, 14/7A, 14/7B, 14/8, 14/9, 14/10, 15/1, 52/1, 12/1, 12/2, 12/3, 12/5, 12/7, 12/9, 12/11, 11(1&2), 16/7, 19/38, 33/16, 33/17, 34/1A, 34/1B, 34/2, 34/3A, 34/3B, 34/9, 35/1, 35/2, 35/3, 35/4, 35/5, 35/6, 35/7, 35/8, 35/9, 35/10, 35/11, 35/12, 35/13(p), 35/15, 35/16, 36/6B, 36/13A, 36/13B, 39/1, 39/2, 39/10B, 41/3(B+C), 41/14, 41/18, 43/3, 43/4, 43/5, 46/1A, 46/5B, 47/4B, 77/1, 77/2A, 77/2B, 77/5, 77/8A, 77/8C, 77/9(p), 77/13A, 77/15, 78/1, 78/3, 78/4.

- सुधारीत परवानगी/सी.सी.क्र. ठामपा/शावि/२२५९/१७ दि.२७/०७/२०१७ मधील सर्व संबंधित अटी आपणांवर बंधनकारक राहतील.
- पुढील इमारतीच्या सी.सी. पुर्वी १५.०० मी. रुंद रस्त्याखालील क्षेत्र ठामे महानगर पालीकेच्या नावे करणेबाबतचे Registered Transfer Deed व ताबा पावती सादर करणे आवश्यक.
- पुढील इमारतीच्या सी.सी. पुर्वी यु.एल.सी. आदेशानुसार शासनास हस्तांतरित करावयाच्या सधिका नकाशावर दर्शविन नकाशे मंजूर करणे आवश्यक.
- पुढील कोणत्याही परवानगीपुर्वी-ESR बाबत पाणीपुरवठा विभागाकडील नाहरकत पाखला सादर करणे आवश्यक.
- पुढील इमारतीच्या जोत्यापुर्वी १५.०० मी. व ३०.०० मी. रुंद रस्त्याने बांधिल क्षेत्र ठामे महानगर पालीकेच्या नावे केल्याचे ७/१२ उतारे व TILR कडील अद्यावत मोजणी नकाशा सादर करणे आवश्यक.
- प्रथम वापर परवानापुर्वी भुखंडाकरीता पोटहिस्सा मोजणी करून TILR कडील नकाशा सादर करणे आवश्यक.
- वापर परवानापुर्वी भुखंड-हव्हीवर कुंपण भिंत बांधणे आवश्यक.



सहायक संचालक नगर स्वच्छता
ठाणे महानगरपालिका, ठामे,
Municipal Corporation of
the city of, Thane.

Shata
Amit



Serial No. 1742

THANE MUNICIPAL CORPORATION, THANE

<p>क. नं. - 4</p> <p>दस्तावेज नं. 8Y9C/2098</p> <p>1928</p>

(Registration No. 34)
 Approval is given subject to the conditions specified in the plan.
 विमो प्रमाण क्र. 23 कलिका

TRICATED / P.C. No. 1742 Date 2.5.1928

To: श्री. राजेश चंद्रकांत शिंदे (Architect)
श्री. राजेश चंद्रकांत शिंदे, इ. नं. 1, म. नं. 1, म. नं. 1, म. नं. 1
म. नं. 1, म. नं. 1, म. नं. 1, म. नं. 1

From: श्री. राजेश चंद्रकांत शिंदे (Owner)
श्री. राजेश चंद्रकांत शिंदे, इ. नं. 1, म. नं. 1, म. नं. 1, म. नं. 1

Please refer to your application No. 1742/28 Dated 2.5.1928 regarding the
 completion of construction work upto plinth level and upto ground level building No. 1742/28
 on S.N.O. / C.A.S. No. 1742/28
 Section No. 1742/28 village / town planning scheme No. 1742/28
 Road / Street मिर्चो म. नं. 1
 Ward 1742/28

you may / may not proceed with the further work as per sanctioner plans / as the construction upto plinth level does / does not conform to the sanctioned plans.

P.T.O



Yours faithfully,
 Municipal Corporation
 Thane

Office No. _____
 Office Stamp _____
 Date _____

P.T.O

PS Shinde Shinde