

AGREEMENT FOR SALE

AGREEMENT FOR SALE made at Thane, this _____ day of _____, in the year Two Thousand and Twenty Four,

BETWEEN

Agile Real Estate Private Limited, a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at 101, Kalpataru Synergy, Opposite Grand Hyatt, Santacruz (East), Mumbai 400 055, hereinafter referred to as the “**Promoter**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **One Part**,

AND

Mrs. Vishwa Gosar & Mr. Rraj Singh Indian Inhabitants having his/her/ their address at **902 - B Wing, Beach Classic CHS, Gorai-Shimpoli Rd, Chikuwadi, Borivali West, Mumbai - 400092, Maharashtra, India,** ~~[or]~~ _____, **LLP**, a limited liability partnership, constituted under the Limited Liability Partnership Act, 2008, having its _____ registered _____ office at _____, represented herein by its duly authorised partner _____, ~~[or]~~ **Messrs.** _____, a partnership firm, registered under the Indian Partnership Act, 1932, having its principal place of business at _____, represented herein by its duly authorised partner _____, ~~[or]~~ _____ **Private Limited/Limited**, a company incorporated under

the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at _____,
[or] _____ HUF, a Hindu Undivided Family, having its address at _____,
_____, represented herein by its karta and manager _____,
[or] _____ trustees of the private trust constituted under the Deed of Trust/Settlement dated _____, having their/its address at _____,
[or] _____ Trust, a public trust registered under the _____ Act, 19_____, having its registered office at _____, represented herein by its trustees, hereinafter referred to as the “Allottee/s” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in the case of a/an: (i) individual or individuals, his, her or their respective heirs, legal representatives, executors, administrators, successors and permitted assigns, (ii) limited company, or limited liability partnership, its successors and permitted assigns, (iii) partnership firm, the partners from time to time of the firm and the heirs, legal representatives, executors and administrators, of its last surviving partner its or their successors and permitted assigns, (iv) hindu undivided family, the karta and manager and the coparceners from time to time thereof and the survivors or survivor of them and the heirs, legal representatives, executors and administrators, of the last survivor of them, its or their successors and permitted assigns and (v) trust, the trustees for the time being and from time to time of the trust and the survivors or survivor of them and its/their successors and permitted assigns) of the **Other Part**.

The Promoter and the Allottee/s are hereinafter, wherever the context may so require, individually referred to as “**Party**” and collectively referred to as “**Parties**”.

Whereas:

- A. By diverse mesne assignments and acts in law, and ultimately by and under the deeds and writings as set out in the statement annexed hereto and marked **Annexure ‘A’**, the Promoter is exclusively entitled (including to develop) to the lands situate, lying and being at Village Balkum, District Thane which are more particularly described in Part A, Part B and Part C of the First Schedule hereunder written (hereinafter referred to as the “**Whole Project Land**”).
- B. The Whole Project Land is affected by the following reservations, that is, (i) widening of Kolshet Road to 40 meters, (ii) widening of Ram Maruti Road to 30 meters, (iii) the 30 meters wide high capacity mass transport route, (iv) the 30 meters D.P. Road, and (v) the amenity open space reservation (hereinafter collectively referred to as the “**Reservations**”, which includes any reservations from time to time as may affect the Whole Project Land, and/or as may be shifted or altered from time to time). The Promoter has, in respect of the Whole Project Land carved out the Reservations applicable thereto, that have been, or shall be, handed over to the Thane Municipal Corporation (hereinafter referred to as the “**TMC**”).
- C. Another portion of the Whole Project Land admeasuring approximately 2,500 square meters has been granted on lease to the Maharashtra State Electricity Board for installation and operation of an electric/power sub-station thereon; upon and subject to the covenants and conditions recorded and contained in the Agreement For Lease dated 24th November, 1995, made by and between Bayer (India) Limited as the Lessor of the One Part and the Maharashtra State Electricity Board as the Lessee of the Other Part.
- D. The Promoter has converted the Whole Project Land from industrial to commercial user (which includes residential and retail users).
- E. The Whole Project Land comprises two portions, as designated by the Promoter and which are separated by one of the Reservations, that is, the 30 meter wide

development plan road, being Portion A and Portion B (hereinafter respectively referred to as “**Portion A**” and “**Portion B**”) as respectively described below, that is:

- (i). Portion A – the part of the Whole Project Land admeasuring approximately 3,48,695 square meters, which is to the west of the 30 meter wide development plan road that divides the same, and includes, inter alia, lands affected by certain Reservations. Portion A is shown demarcated in blue colour boundary line on the locational layout plan annexed hereto and marked **Annexure ‘B’**; and,
 - (ii). Portion B – the part of the Whole Project Land admeasuring approximately 59,555 square meters, which is to the east of the 30 meters wide development plan road that divides the same, and shown demarcated in red colour boundary line on the locational layout plan annexed hereto and marked Annexure ‘B’.
 - (iii). The 30 meters wide development plan road which divides Portion A and Portion B admeasures approximately 12,020 square meters demarcated in light brown colour boundary line on the locational layout plan annexed hereto and marked Annexure ‘B’. The Promoter has also laid down internal roads in Portion A.
- F. The Promoter intends to identify and earmark any or all parts/portions of the Whole Project Land as sectors, and develop each sector in a phased manner over a period of time, by, inter alia, constructing upon each such sector, multiple projects, for any objects or purposes, and having one or more building/s, and/or a building with two or more wings (hereinafter referred to as the “**Whole Project**”).
 - G. The Promoter shall exclusively own, hold and enjoy, the entire current, enhanced, future and estimated/projected/envisaged, FSI/ FAR, premium/ paid FSI, fungible FSI, incentive/ additional/ compensatory FSI, floating FSI, DR, TDR, and other development potential, benefits, potential, yield, and/or advantages, and/or as may be available on any account whatsoever, and/or any other rights and/or benefits of any nature whatsoever, and by whatever name called or may be, available, or acquired, under any Applicable Law (defined hereinafter), or otherwise howsoever, including by way of hand over and/or transfer, to any governmental authority/ies or other persons, of any or all of the Reservations, amenity spaces, set-back areas or any other part/s of the Whole Project Land (hereinafter collectively referred to as “**Development Potential**”). The areas that shall or may be available, with or without payment of any premium / charges, to be utilised in (a) open/ enclosed/ dry/ utility balconies and exclusive terraces, cupboard niches, (b) limited common areas & amenities, (c) common areas & amenities and (d) vehicle parking spaces, shall be in addition to Development Potential and are hereinafter referred to as “**Additional Areas**”.
 - H. A portion of the Whole Project Land, admeasuring approximately 34,950 square meters, more particularly described in the Second Schedule hereunder written, and shown delineated by a cyan colored boundary line on the plan annexed hereto and marked **Annexure ‘B’** (hereinafter referred to as the “**Sector 5 Land**”). Photocopies of the 7/12 Extracts in respect of the Sector 5 Land are annexed hereto and marked **Annexure ‘C’**
 - I. The Promoter intends to develop Sector 5 Land in multiple phases over a period of time, by constructing thereon a complex to be known as “Sector 5” (hereinafter referred to as “**Sector 5**”), that is, the development and construction thereon, of ten proposed buildings together with two basements, lower ground floor/level, ground floor/level, upper ground floor/level and three podiums together with various infrastructure, amenities and facilities including multi-level/ mechanical parking spaces thereon. The Sector 5 will have residential apartments on the upper ground floor/s, podiums and habitable floors together with retails/commercial units which are below Wing ‘A’, Wing ‘B’ and Wing ‘C’ (hereinafter collectively referred to as the “**Premises**”).

- J. One of the aforesaid phases is the development and construction of Wing 'C' proposed to have up to 45 habitable floors together with the limited common areas and amenities attributable thereto as described in Part A of the Statement annexed hereto and marked **Annexure 'D'** (hereinafter referred to as the "**Limited Common Areas & Amenities**"). The development and construction of Wing 'C' currently proposed to comprise up to 45 habitable floors together with the Limited Common Areas & Amenities are hereinafter referred to as the "**Project**". The development and construction of the buildings/wings other than the Project, as referred to in recital (I) and the limited common areas and amenities respectively attributable thereto are hereinafter collectively referred to as the "**Balance Projects**".
- K. As a part of Sector 5, the Promoter also intends to develop and construct various areas, amenities and utilities intended for the common use of, inter alia, the allottees, purchasers and occupants from time to time of Premises more particularly described in Part B of the Statement annexed hereto and marked **Annexure 'D'** (hereinafter referred to as the "**Common Areas & Amenities**"). The Common Areas & Amenities include basements, ground floor(s) / level(s) and podiums, and other relevant amenities, but excludes (i) the portion of the podiums and upper ground floor(s)/level(s) of Sector 5 comprising of the residential apartments below the respective wings thereof, and (ii) the limited common areas and amenities attributable, respectively, to the Project and the Balance Projects, and vehicle parking spaces other than open parking spaces.
- L. The subject matter of this Agreement is an agreement to allot and sell an apartment in the Project.
- M. The Promoter has registered the Project as a "real estate project" as defined under the Real Estate (Regulation & Development) Act, 2016 and the rules made thereunder, including the applicable Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules, 2017 and such amendments, enactments, modification including orders, regulations, circulars and notifications issued from time to time (hereinafter referred to as "**RERA**") with the Maharashtra Real Estate Regulatory Authority, Mumbai bearing MahaRERA Registration No. **P51700020196**. A photocopy of the Certificate evidencing such registration is annexed hereto and marked **Annexure 'E'**.
- N. The Promoter intends to allot and sell any or all of the Premises on an "ownership basis" under the applicable provisions, from time to time, of RERA and the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "**MOFA**") (as applicable), and/or the grant of leases, tenancies, licences, and/or any other alienation or disposal of such Premises, as the Promoter deems fit, in its discretion.
- O. The Promoter has obtained certain Approvals (defined hereinafter). Wherever the term (i) "**Approvals**" is used in this Agreement, the same shall mean and include all approvals, permissions, sanctions, licences, and no objection certificates/letters, by whatever name called, obtained, in the process of being obtained, and to be obtained, under Applicable Law (defined hereinafter), as the Promoter may consider necessary and expedient, and/or as required by any concerned authority/ies, inter alia, in relation to the development of Sector 5, including the Project, and/or, inter alia, in relation to the Sector 5 Land, or any part thereof, and includes specifically: (1) the initial development permission, and the relevant amended development permission, in respect of the Sector 5, including the Project, photocopy whereof are annexed hereto and marked **Annexure 'F-1A'** and **Annexure 'F-1B'**, and (2) the commencement certificate issued by the TMC in respect of Sector 5, including the Project, photocopy whereof is annexed hereto and marked **Annexure 'F-2'**, together with all further commencement certificates and other approvals, permissions, sanctions, licences, no

objection letters/certificates, and together with renewals, extensions, revisions, amendments and modifications thereof, from time to time, as the Promoter may consider necessary and expedient, or for the betterment of the Sector 5 including the Project, in its discretion, and/or as required by the TMC, and/or any concerned authorities and (ii) “**Plans**” is used in this Agreement, the same means and includes the plans, drawings and layout as currently approved and sanctioned by the TMC and the concerned authorities in respect of the Sector 5, and includes plans, drawings and layouts as may, from time to time, be submitted by the Promoter in its discretion, in respect of the Sector 5 including the Project and/or any part thereof, and/or as may be sanctioned and approved from time to time in respect of the Sector 5, including the Project together with any amendments, alterations, modifications, additions, extensions, renewals, etc. in respect thereof as the Promoter may consider necessary and expedient, in its discretion, and/or as may be required by any concerned authorities.

- P. The Promoter has obtained the Title Search Report dated 9th November, 2017 along with the Addendum Search Report dated 6th July, 2018 both issued by India Law LLP, Mumbai in respect of the Promoter’s title to Sector 5 Land (hereinafter collectively referred to as the “**Certificate of Title**”), photocopies of which are annexed hereto and marked as **Annexure ‘G-1’** and **Annexure ‘G-2’**
- Q. The Promoter has appointed architects, registered with the council of architecture (hereinafter referred to as the “**Project Architect**”, which includes any architect/s or licensed surveyors registered with the local planning authority like TMC, that have been appointed, from time to time, by the Promoter, in relation to the Project) and a project engineer (hereinafter referred to as the “**Project Engineer**”, which includes any structural and/or civil engineers, that have been engaged, from time to time, by the Promoter, in relation to the Project) in respect of the design and execution of the Project and has accepted their professional supervision till the completion of the Project, that is, the completion of the entire construction of the Project and receipt of the occupation certificate/s in respect thereof (hereinafter referred to as the “**Project Completion**”).
- R. The Allottee/s has/have approached, and applied to, the Promoter, for allotment to the Allottee/s, of a proposed residential dwelling unit in the Project, described in **Annexure ‘H’** hereto, shown on the typical floor plan thereof hereto annexed and marked **Annexure ‘I-1’** and more particularly described in the **Third Schedule** hereunder written (hereinafter referred to as the “**Apartment**”), with the right to use, as an amenity thereto, of the vehicle parking space/s described in Annexure ‘H’ hereto, and described in the **Third Schedule** hereunder written, the location and designated number of which will be determined by the Promoter and notified to the Allottee/s as provided herein (hereinafter referred to as the “**Parking Space/s**”). In this regard, the Allottee/s has/have demanded from the Promoter, and the Promoter has given to the Allottee/s, inspection of the documents and records relating to the Sector 5 Land and Sector 5 including the Project, as well as all other documents specified under RERA and MOFA (as applicable), including the Plans and Approvals as required to be disclosed. The Promoter has provided to the Allottee/s, inspection of the Certificate of Title dated 25th November, 2016 issued by Mr. Ditendra Mishra, Advocate High Court Mumbai in respect of the Promoter’s title to the Whole Project Land. The Allottee/s has/have satisfied himself /herself /themselves /itself in respect thereof, including the title of the Promoter to the Sector 5 Land, and the Promoter’s right to develop Sector 5, including the Project, and its status.
- S. Based upon the agreements, confirmations and undertakings of, and applicable to the Allottee/s herein, including to observe, perform and comply with all terms, conditions and provisions of this Agreement, the Promoter has agreed to allot and sell the Apartment to the Allottee/s, strictly upon and subject to the terms, conditions and provisions hereof.

- T. Under the provisions of RERA and MOFA (as applicable), the Parties are required to execute an agreement for sale, being this Agreement, and to register the same under the provisions of the Registration Act, 1908.

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

ARTICLE 1 – AGREEMENT FOR ALLOTMENT & SALE

- 1.1 The Allottee/s hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee/s, the Apartment, described in Annexure ‘H’ hereto, which is shown on the typical floor plan thereof annexed hereto and marked **Annexure ‘I-1’** and which is more particularly described in the **Third Schedule**, hereto at or for the agreed purchase price and consideration payable by the Allottee/s as set out in **Annexure ‘J-1’** hereto (hereinafter referred to as the “**Purchase Price**”). A plan depicting various areas of the Apartment is annexed hereto and marked **Annexure ‘I-2’**.
- 1.2 The carpet area of the Apartment is stated in the Statement annexed hereto as Annexure ‘H’, as presently determined on the basis of the net usable floor area thereof excluding the areas covered by external walls, areas under services shafts, exclusive balcony or verandah area (if any) and exclusive open terrace area (if any), but includes the area covered by internal partition walls of the Apartment (hereinafter referred to as “**Carpet Area (RERA)**”) and is as per RERA.
- 1.3 The Allottee/s shall also have the use, as an amenity attached to the Apartment, the Parking Space/s for the limited and restricted purpose of parking his/her/their/its two-wheeler or four-wheeler (light) motor vehicle/s, and for no other purpose whatsoever. The location and the designated number of the Parking Space/s will be determined by the Promoter and notified (in writing) to the Allottee/s on or before the Date Of Offer Of Possession (defined hereinafter).
- 1.4 The Promoter shall construct the Project in accordance with the Plans as approved by the concerned authorities from time to time.
- 1.5 **Apartment Amenities, Limited Common Areas & Amenities and Common Areas & Amenities**
- 1.5.1. The Promoter shall install and/or provide the amenities, fixtures and fittings proposed to be provided in the Apartment as listed in the Statement annexed hereto and marked **Annexure ‘K’** (hereinafter referred to as the “**Apartment Amenities**”).
- 1.5.2. The Limited Common Areas & Amenities shall be used and enjoyed by the allottees, purchasers and occupants from time to time of Premises in the Project and likewise the limited common areas & amenities attributable to the Balance Projects shall be respectively used and enjoyed by the allottees, purchasers and occupants of such Balance Projects. The Common Areas & Amenities, which are in respect of the entire Sector 5, shall be used and enjoyed by, inter alia, all allottees, purchasers and occupants, from time to time, of Premises in Sector 5.
- 1.5.3. The Allottee/s has/have been informed and is/are aware that:
- 1.5.3.1.all natural materials that are to be installed in Sector 5 and/or the Project and/or the Apartment, and/or that form a part of the Apartment Amenities, including, marble, granite, natural timber etc., contain veins and grains with tonality differences, and their non-conformity, natural discoloration, or tonal differences/variations at the time of installation will be unavoidable; and,

1.5.3.2.the warranties of equipment, machinery and various other amenities, infrastructure and facilities installed by the Promoter in Sector 5 and/or Project and/or the Apartment would have standard warranties provided by the manufacturer only, and accordingly any defect in any such amenities, infrastructure, facilities, equipment, appliances, electronic items, etc., and/or the installation thereof, shall be rectified solely in accordance with the warranties provided by the system / equipment installer / manufacturer, and it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non-comprehensive annual maintenance contracts shall be obtained by the Allottee/s and the other allottees in Sector 5, and/or the Entity & Organisation (defined hereinafter), and/or the Sector 5 Organisation (defined hereinafter), as the case may be; and,

1.5.3.3.the amenities, facilities, infrastructure, equipment, appliances, electronic items, etc., installed and forming a part of the Apartment Amenities or Common Areas & Amenities or Limited Common Areas & Amenities, shall be maintained, serviced and repaired by authorized third party manufacturers, suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if the same are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the authorized third party manufacturers, suppliers, dealers or maintenance providers, then the warranties in respect thereof shall be rendered void.

ARTICLE 2 - PURCHASE PRICE

2.1 (a) The Allottee/s agree/s and undertake/s to pay to the Promoter, the Purchase Price in installments, in accordance with the schedule of payment in the Statement annexed hereto and marked Annexure 'J-1', and in terms of this Article (2), or within fifteen (15) Days from the date of a written demand being made by the Promoter, as directed by it. All payments shall be made by cheques, and/or pay orders, and/or demand drafts, drawn in favour of the Promoter, or if directed by the Promoter, in its discretion, by direct bank transfer/RTGS deposited by the Allottee/s in the Promoter's bank account, along with the applicable Taxes (defined hereinafter) thereon; subject to deduction of applicable tax deducted at source under the Income Tax Act, 1961 (hereinafter referred to as "**TDS**").

(b) The Allottee/s has/have prior to the execution of this Agreement paid to the Promoter the earnest money/deposit as set out in Annexure 'J-1' hereto (hereinafter referred to as the "**Booking Amount**"). The Allottee/s further confirm/s that he/she/they/it has/have voluntarily and willingly paid the Booking Amount and other installments of the Purchase Price to the Promoter on or prior to the execution of this Agreement, as recorded in the Receipt annexed hereto and marked **Annexure 'J-2'**.

(c) The Allottee/s shall deliver to the Promoter, an original certificate evidencing payment of TDS, presently in Form 16B under the Income Tax Act, 1961 (hereinafter referred to as "**TDS Certificate**"), by the expiry of seven (7) Days from the date of each payment of TDS made by the Allottee/s. The Allottee/s shall be liable to deposit with the Promoter, an amount equivalent to the unpaid TDS (if any) along with Interest (defined hereinafter), on or before the Date Of Offer Of Possession (defined hereinafter). On the Allottee/s producing the TDS Certificate and the Promoter receiving the credit for the TDS the deposit amount shall be refunded after deducting Interest (defined hereinafter) therefrom in respect of for the period of delay in payment of TDS by the Allottee/s to the concerned authorities.

2.2 The Purchase Price shall be free of escalation, other than escalation/increases on account of escalation/increase in development charges payable to the concerned authorities and/or any other increase in charges which have or may be levied or imposed by any concerned authorities, from time to time. The Promoter shall consequently be entitled to an increase in the Purchase Price proportionate to the extent of such escalations/increases. Such additional Purchase Price shall be determined by the Promoter and shall be due and payable on or before the Date Of Offer Of Possession (defined hereinafter), or apportioned equally between the (unpaid) balance installments of the Purchase Price and payable along with the same. While raising a demand on the Allottee/s for increase in the Purchase Price, the Promoter shall enclose the notification/order/rule/regulation published/issued providing for, or other evidence of, such escalation/increase in the Purchase Price.

2.3 Other Charges & Deposits:

2.3.1 The Allottee/s shall, in addition to the Purchase Price, be liable to bear, pay and discharge, no later than fifteen (15) Days from the Date Of Offer Of Possession (defined hereinafter), the following charges and deposits (hereinafter referred to as the “**Other Charges & Deposits**”), as under:

Sr. No.	Particulars
1.	(a) Share Money in respect of the Entity & Organisation (defined hereinafter)
	(b) Sector 5 Organisation Corpus Fund for maintenance of STP (as per MOEF)
	(c) Apex Body Corpus Fund For Township
2.	(a) Entity & Organisation (defined hereinafter) and Apex Body (defined hereinafter) Formation charges
	(b) Outgoings for one year in advance excluding property tax
	(c) Legal & Documentation Charges
	(d) Electric Meter Supply & Connection Charges
	(e) Water Supply Connection Charges
	(f) Infrastructure & Development Charges
	(g) Gas Supply & meter connection Charges
	(h) One year advance maintenance for Parking Space/s
	(i) Adhoc charges for Common Areas & Amenities
3.	(a) Refundable Deposit for Interior Works

2.3.2 The amounts of the Other Charges & Deposits have been separately agreed by the Parties, recorded in writing, signed by the Allottee/s and shall form part of this Agreement, and the same are non-refundable. The Other Charges & Deposits referred to in this Article (2), and/or elsewhere in this Agreement, shall be determined by the Promoter, in its discretion, and/or calculated, and/or based on the Carpet Area (RERA) and open or enclosed or utility balconies of the Apartment, or fixed or lumpsum charge or on such other basis as the Promoter deems fit.

2.3.3 The Promoter shall be entitled to deploy/invest the corpus fund/s [less aggregate payments payable to the Promoter and/or the PMC (defined hereinafter)], in fixed deposits and/or any other investment schemes for an appropriate period as may be determined by the Promoter in its discretion, and shall have the benefit of accretion and the credit of TDS in respect thereof, if and as applicable.

2.3.4 The Promoter shall maintain a separate account in its books in respect of the contribution/payments received under Sr. No. (1) of the Table contained in Article (2.3.1) above. The said amounts under Sr. No. (1)(a) of the Table contained in Article (2.3.1) above shall be retained by the Promoter until the

formation of the Entity & Organisation (defined hereinafter) and the hand over of the Project in terms of this Agreement. The Promoter shall be liable to render account of such amounts only to the Entity & Organisation (defined hereinafter) and not individually to any persons, including the Allottee/s, at any time. The corpus fund payments referred to in Sr. No. 1(b) of the Table contained in Article (2.3.1) is hereinafter referred to as the “**Sector 5 Corpus Fund**”, and the corpus fund payments referred to in Sr. No. 1(c) of the Table contained in Article (2.3.1) is hereinafter referred to as the “**Apex Body Corpus Fund**”. It is clarified that: (i) Sector 5 Corpus Fund shall not carry any interest and shall be retained by the Promoter until the formation and registration of the Sector 5 Organisation (defined hereinafter) and shall be dealt with as provided in this Agreement and (ii) the Apex Body Corpus Fund shall not carry any interest and shall be retained by the Promoter until the formation and registration of the Apex Body (defined hereinafter) and shall be dealt with as provided in this Agreement. It is further clarified that the Promoter shall be liable to render account in respect of Sector 5 Corpus Fund to the Sector 5 Organisation (defined hereinafter) only, and in respect of the Apex Body Corpus Fund to the Apex Body (defined hereinafter) only, and not individually to any persons, including the Allottee/s, at any time.

2.3.5 Within thirty (30) Days from the Date of Offer of Possession (whether or not the Allottee/s has/have taken possession of the Apartment or not), or from the date that the Allottee/s takes possession of the Apartment, whichever is earlier, the Allottee/s shall be liable to bear and pay in respect of the Apartment, his/her/their/its proportionate share (that is, based upon the Carpet Area (RERA) of the Apartment and open/enclosed/utility balconies thereof), of the outgoings, maintenance charges, comprising of general maintenance, data communication charges, property taxes, non-agricultural taxes, rates, taxes, cesses, assessments, insurance premium, parking charges, costs for running generator, costs charges and expenses of cleaning and lighting the passages, landings, staircases, costs of maintenance, management and upkeep of Common Areas & Amenities and Limited Common Areas & Amenities, and operation and maintenance and repairs of lifts, water pumps, utility charges, salaries of all staff including managers, security, sweepers, liftmen, gardeners and such other charges expenses necessary or incidental for maintenance and upkeep of Sector 5, including the Project and other charges and levies of like nature, payable in respect of Sector 5, including the Project and the Apartment, to all concerned authorities and/or any private bodies, the Project Management Consultant approved and/or appointed by the Promoter in respect of the Project, or Sector 5 as the case may be (hereinafter referred to as the “**PMC**”) security agencies, house-keeping agencies, and other persons.

2.3.6 Subject to what is stated in Article (2.3.7) hereinbelow, the Promoter shall raise periodic bills upon the Allottee/s in respect of his/her/their/its share of the charges and outgoings mentioned in Article (2.3.5) hereinabove in advance for each month from the date of receipt of the occupation certificate/s in respect of the Project, or any part thereof, and the Allottee/s shall duly pay and discharge the same regularly within seven (7) Days of the date of the bill/invoice in respect thereof.

2.3.7 If at any time prior to the hand over of Sector 5 in terms of this Agreement:

2.3.7.1 the actual charges and expenses required to be made for the outgoings, maintenance and upkeep of the STP in Sector 5 to be maintained by the Sector 5 Organisation (defined hereinafter), the same will be adjusted in the following manner: (a) against the accretions of the Sector 5 Corpus Fund and for deficit/additional amount, if any, Promoter shall raise bills periodically upon all the allottees/purchasers

of the Premises (defined hereinafter) in Sector 5 and if the allottees/purchasers of the Premises in Sector 5 fail to pay, the same shall be adjusted from the Sector 5 Corpus Fund, (b) if the Sector 5 Corpus Fund is exhausted, then Promoter shall raise bills periodically to the allottees/purchasers of the Premises in Sector 5, and for this purpose, the Allottee/s shall, no later than seven (7) Days from the date of bill/invoice raised by the Promoter, pay the dues to the Promoter.

2.3.7.2 the actual charges and expenses required to be made for the outgoing, maintenance and upkeep of the Common Areas & Amenities and other facilities/areas to be maintained by the Sector 5 Organisation (defined hereinafter), the same will be adjusted in the following manner: (a) against the Adhoc Charges for Common Areas and Amenities referred to in Sr. No. 2(i) of the Table contained in Article (2.3.1) (hereinafter referred to as the “**Adhoc Charges**”), (b) if the Adhoc Charges are exhausted, then Promoter shall raise bills periodically to the allottees/purchasers of the Premises in Sector 5, and for this purpose, the Allottee/s shall, no later than seven (7) Days from the date of bill/invoice raised by the Promoter, pay the dues to the Promoter. It is agreed and clarified by the Promoter that in the event the Sector 5 Organisation (defined hereinafter) has taken over the management and control of the Common Areas and Amenities within the first 12 (twelve) months from the Date of Offer of Possession (defined hereinafter) the Promoter shall transfer the balance amount of the Adhoc Charges to the Sector 5 Organisation (defined hereinafter).

2.3.8 The Apex Body Corpus Fund shall, as stated aforesaid, be retained by the Promoter until the formation and registration of the Apex Body (defined hereinafter) and shall be utilised for the maintenance and upkeep of the three proposed layout roads, that is, (i) two 24 meter wide internal roads, and (ii) an 18 meter wide internal road, respectively shown hatched in brown colour on the plan annexed hereto at Annexure ‘B’, together with any amenities, utilities, infrastructure and services, including footpaths, street lights, firefighting systems, and drainage and sewerage systems, to be comprised therein and/or related or associated thereto, as determined, and developed, by the Promoter, and/or the Promoter Affiliates (defined hereinafter), in its discretion, from time to time; none of which are comprised in, or form a part of, Sector 5 and/or the Sector 5 Land (hereinafter referred to as the “**External Infrastructure**”).

2.3.9 The Promoter shall be entitled, in its discretion, to appropriate and/or adjust monies held for one purpose and/or on one account, against any liabilities due and payable herein by the Allottee/s for any other purpose/s and/or on any other account.

2.3.10 The Promoter shall, in the interest of the Allottee/s, and Sector 5, take decisions regarding management and allocation of funds/monies, and the type, mode, quality of services to be provided, in respect of Sector 5, and the management and administration thereof.

2.3.11 The Allottee/s agree/s that until the formation and registration of the Sector 5 Organisation (defined hereinafter) and execution of the Deed/s of Transfer in its favour as provided in Article (10), the Promoter, and/or any persons engaged by it, including the PMC shall maintain, manage and secure any or all of the phases of Sector 5. During such time, the Allottee/s shall pay, and the Promoter and/or the PMC shall collect, all contributions towards maintenance charges, outgoing and other charges.

ARTICLE 3 - DEVELOPMENT: PROMOTER'S RIGHTS & ENTITLEMENTS

In addition to rights, entitlements, powers, authorities and discretions of the Promoter, and the information and disclosures referred to, contained and made elsewhere in this Agreement, the Promoter has informed, and made the Allottee/s aware, of the following matters and the Allottee/s agrees to and accepts the same, inter alia, on the basis and strength of which the Promoter has entered into this Agreement:

3.1 **The Project**

3.1.1 The Promoter may make minor additions or alterations as may be required by the Allottee/s, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended by the Project Architect and/or Project Engineer and/or if required by concerned authorities and will be intimated (in writing) to the Allottee/s.

3.1.2 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 concerned authorities at the time of sanctioning the plans or thereafter and shall, before the Date of Offer of Possession (defined hereinafter) obtain from the TMC, the Occupation Certificate/s in respect of the Project, or any part/s thereof.

3.2 **Sector 5**

3.2.1 The Promoter contemplates that: (i) an overall Development Potential of approximately 22,00,000 square metres shall, or may, arise out of, and/or be attributable to, and/or be utilisable upon the Whole Project Land, and (ii) out of the part/portion of the Development Potential of the Whole Project Land to be utilised in Sector 5, the part/portion of the Development Potential to be utilised in the Project is approximately **25,060.119** square meters. If any part/portion of the Development Potential of the Whole Project Land that is not utilised upon Sector 5, or the Project as mentioned herein for any reason whatsoever, then the Promoter shall utilize such balance/unutilized Development Potential in another part of the Whole Project Land. The Additional Areas are and shall be over and above the Development Potential.

3.2.2 The concerned authorities have set out, and may set out, any terms, conditions and restrictions which may apply to, and have to be complied with, by the Promoter, and/or the purchasers and allottees of Premises in Sector 5.

3.2.3 The Promoter shall be entitled in its discretion as it deems fit to allocate and distribute all vehicle parking spaces in respect of Sector 5, which includes two-wheeler and four-wheeler (light) motor vehicle parking spaces, excluding bicycle parking spaces.

3.2.4 The Common Areas & Amenities shall be completed and/or available on or before the date on which the full occupation certificate/s and all other Approvals in respect of the last building of the last of the Balance Projects is/are received by the Promoter (hereinafter referred to as the "**Sector 5 Completion**").

3.2.5 The Promoter may in its absolute discretion, at any time, reduce the number of habitable floors in all or any of the wing/s in Sector 5 (including in the Project) depending on the Approvals obtained by the Promoter.

3.3 **General**

3.3.1 The Promoter solely and absolutely, owns and is in the charge and control of the Whole Project Land, the entire Development Potential, and Additional

Areas, and has, and shall always have, the entire, exclusive overriding, and irrevocable interest and power, entitlement and authority to develop, from time to time, in a phased manner, over such period of time upto the projected/estimated date for the full completion of the Whole Project, being the date on which the full occupation certificate/s and all other Approvals in respect of the last building/wing of the last project/phase of the last sector of the Whole Project have been received by the Promoter from concerned authorities (hereinafter referred to as the “**Whole Project Completion**”) and in such sequence or order (the same being dynamic in nature) all projects and phases upon the Whole Project Land, including by submitting any part/s or portions thereof, under any Applicable Law (defined hereinafter) including the proposed Development Control Regulations for the City of Thane, finalized by the governmental authority/ies which are presently under consideration and reviewed by concerned authorities, (which envisages greater FSI and development potential and material and substantial changes to planning and construction norms) such as Unified DCR and by dealing with, distributing, apportioning, utilising and transferring, the Development Potential, in such manner, to such extent, and at such intervals, as the Promoter deems fit, in its discretion, upon any part/s or portion/s of the Whole Project Land. The Allottee/s confirm/s and acknowledge/s that all the other projects to be developed in the sectors upon the Whole Project Land and/or the plans, layout plans, approvals etc. in respect thereof, being implemented, or to be implemented in future are not the subject matter of this Agreement and Allottee/s have no right or interest in respect thereof.

- 3.3.2 The Promoter shall, for betterment thereof and/or for quality control purposes and/or due to non-availability or short supply, any of the Apartment Amenities and/or Common Areas & Amenities and/or Limited Common Areas & Amenities and/or materials or items used, or comprised therein, may be altered, amended, or substituted, and/or materials or items of a similar nature materials or items may be provided herein.
- 3.3.3 Without prejudice to the generality of the foregoing provision, the Promoter may in its discretion, inter alia, be entitled to:
- (a) make any variations, alterations, amendments, or deletions, in respect of the layout and planning of Sector 5 or any of the projects/phases thereof;
 - (b) club, amalgamate, or sub-divide any parts or portion of the Sector 5 Land, into one layout, and/or separate, or combined layout/s, and/or in respect of any Balance Projects, and to do, execute and perform all acts, deeds, matters and things in relation thereto;
 - (c) designate, allocate, reserve and/or relocate, realign, modify, and amend from time to time, any Common Areas & Amenities, and/or Limited Common Areas & Amenities, and any limited common areas and amenities in respect of the Balance Projects, vehicle parking spaces, in respect of Sector 5 including the Project and/or any part thereof, including in pursuance of Applicable Law (defined hereinafter), and/or by virtue of any approvals, and/or as may be required by the concerned authorities;
 - (d) direct, designate, hold and control all infrastructure facilities, including public space advertising and all promotional signage, hoarding, and all other nature of signage whatsoever, and designate and allocate any Premises, areas, and spaces, upon or in the Sector 5 Land to any persons, including third party service providers, and/or Promoter Affiliates (defined hereinafter), for the purpose of

facilitating the provision and proper maintenance of utility services including without limitation, electricity, water and telecommunication related services;

- (e) allot and/or grant on lease or otherwise howsoever any areas or spaces in the Sector 5 Land, and/or Sector 5 including the Project to utility service providers including electrical, telecommunication, gas etc. service provider/ supplier or any concerned authorities;
- (f) hand over and/or transfer any part/s or portion/s of the Sector 5 Land, to any persons, parties, government, or statutory authorities, or bodies, with or without any development or construction thereon, in accordance with Applicable Law (defined hereinafter), and/or any Approvals, and/or develop any and all areas previously affected by the Reservations and/or as the case may be, and/or develop such further or additional reservations as may be imposed or applied, in the Promoter's discretion.

3.4 Allottee/s Confirmations

3.4.1 The Promoter proposes to develop Sector 5, including the Project (by utilization of a part of the Development Potential) in the manner more particularly provided in this Agreement and the Allottee/s has/have agreed to purchase the Apartment based on the unfettered and vested rights of the Promoter in this regard. Accordingly, the Allottee/s hereby confirm/s personally and as a prospective member/s of the Entity & Organisation (defined hereinafter), as follows, which are and shall always be the essence of this Agreement, that is:

- (a) all the matters, and the rights, powers, authorities, discretions, and entitlements of the Promoter, as recorded and contained in this Agreement including Article (3), and the Promoter's intent and desire in respect of the Sector 5 Land and the developments thereof; and,
- (b) the Allottee/s shall not object to, hinder, obstruct or interfere with the Promoter exercising its rights and powers herein or any grounds.

3.4.2 Certain internal road/s and the drive ways, as designated and earmarked by the Promoter and/or the concerned authorities in Sector 5, shall also serve as a means of access for any of the concerned authorities together with the allottees/purchasers/occupants of the Premises of the Whole Project and together with any other persons as may be determined by the Promoter, in common with the allottees/purchasers/occupants of the Premises in Sector 5. The Allottee/s and/or the Entity & Organisation (defined hereinafter) and/or the Sector 5 Organisation (defined hereinafter) and/or the Apex Body (defined hereinafter) shall not raise any disputes, differences or objections in this regard, and/or hinder, restrict, obstruct, or interfere with such access.

ARTICLE 4 - TAXES

- 4.1 All Taxes (defined hereinafter), shall be borne, paid and discharged by the Allottee/s, as and when the same are required to be paid and/or as and when demanded by the Promoter and the Promoter shall not have any liability or obligation in respect thereof.
- 4.2 The Allottee/s shall pay all Taxes (defined hereinafter) as and when they are levied, charged, become due and payable, upon the Purchase Price, Interest (defined hereinafter), Liquidated Damages (defined hereinafter), Other Reimbursements / Amounts Payable On Termination (defined hereinafter), Other Charges & Deposits, transfer charges, premiums, penalties together with all other amounts, charges,

deposits, damages, liabilities, contributions including fund contributions and corpus, etc., as referred to herein, and agreed to be paid and/or required to be paid by the Allottee/s herein in relation to, and/or in pursuance of the agreement for allotment and sale herein.

- 4.3 If any Taxes (defined hereinafter), whether retrospective, or prospective, in nature, arise hereafter, including after the Date Of Offer Of Possession (defined hereinafter), the Allottee/s shall be solely liable to pay or reimburse (as directed by the Promoter in its discretion) such Taxes including any interest and/or penalties and/or other amounts, charges and costs, if any, in respect thereof within fifteen (15) Days from the date of written demand made on the Allottee/s by the Promoter.
- 4.4 Wherever the term “**Taxes**” appears in this Agreement, the same shall mean all present, future, and enhanced taxes, imposts, dues, duties, impositions, fines, penalties, etc., by whatever name called, imposed/levied under any Applicable Law (defined hereinafter), and/or by concerned authorities, attributable to, and/or in relation to, and/or arising from, and/or imposed or levied upon, the agreement for allotment and sale herein, and/or the Apartment, and/or the Parking Space/s, and/or this Agreement, and/or upon the Purchase Price and/or any or all Interest (defined hereinafter), Liquidated Damages (defined hereinafter), Other Reimbursements / Amounts Payable On Termination (defined hereinafter), Other Charges & Deposits, transfer charges, premiums, penalties together with all other amounts, charges, deposits, damages, liabilities, contributions including fund contributions and corpus, etc., as referred to herein, and agreed to be paid and/or required to be paid by the Allottee/s herein in relation to, and/or in pursuance of the agreement for allotment and sale herein, and/or upon the Entity & Organisation (defined hereinafter) to be formed and/or Sector 5 Organisation (defined hereinafter), and/or the Apex Body (defined hereinafter) and/or in respect of the documents and writings to be executed in their favour, as contemplated herein, and/or otherwise; and includes service tax, Goods And Services Tax (GST), education tax/cess/charges, value added tax (VAT), local body tax, property rates and taxes and cesses, stamp duty and registration charges, and any other taxes, imposts, interest, impositions, levies, or charges, in relation thereto, that is/are imposed or levied by any concerned authority/ies.

ARTICLE 5 – POSSESSION: DEFECT RECTIFICATION

- 5.1 Subject to and upon the provisions of this Article (5), the Promoter shall endeavor to offer possession of the Apartment, to the Allottee/s, on, or by, the Date Of Offer Of Possession. The date of offer of possession (DOP) shall mean the date of a written communication to be addressed by the Promoter to the Allottee/s under which, the Promoter shall offer possession of the Apartment alongwith Occupation Certificate (OC either in part or in full) of the said building in terms of this Article (5); which is currently estimated by the Promoter to be the date stated in Annexure H hereto subject to Force Majeure and in no case, it shall be later than date of Project Completion (plus any extensions granted by the MahaRERA as per Section 6 of RERA). (defined hereinafter)
- 5.2 The Promoter shall address a communication (in writing) to the Allottee/s offering an inspection of the Apartment, on a specific date and time fixed by the Promoter. The Allottee/s shall thereupon undertake such inspection along with the Project Architect and/or Project Engineer (or their authorized representatives), and satisfy himself / herself /themselves / itself that the Apartment has been constructed as per the Approvals and the Apartment Amenities have been provided as per this Agreement. If, during the course of such inspection, the Allottee/s points out to the Project Architect and/or Project Engineer any defects or deficiencies in respect of the Apartment, the Project Architect shall, if such objection/s raised by the Allottee/s is/are valid, enter the same, upon an inspection sheet which shall be signed by the Allottee/s and the Project Architect and/or Project Engineer. Thereupon the Promoter shall endeavor to rectify and remedy such defects or deficiencies as are solely entered

upon the Inspection Sheet. If the Allottee/s fails to attend at the inspection he/she/they/it shall be deemed to have fully accepted the construction, state and condition of the Apartment.

- 5.3 The Allottee/s shall, no later than fifteen (15) Days from the Date of Offer of Possession, make payment of all the then balance/remaining Aggregate Payments (defined hereinafter) and complete all formalities in respect thereof, including: (a) executing a declaration-cum-undertaking in terms of a draft prepared by the Promoter, and (b) paying a security deposit (as determined by the Promoter) to the Promoter, which shall be refundable upon completion of the interior works of the Allottee/s in the Apartment and after adjustment of the actual cost of electricity, water, utilities, debris removal and other direct expenses that may be incurred by the Promoter. Without prejudice to the above, the Allottee/s shall take possession of the Apartment no later than thirty (30) Days from the Date of Offer of Possession, failing which the Allottee/s shall be solely responsible/liable for all loss or damage that may be suffered by the Promoter on account thereof. Wherever the term “**Aggregate Payments**” appears in this Agreement, the same shall mean all the Purchase Price, Interest (defined hereinafter), Liquidated Damages (defined hereinafter), Other Reimbursements / Amounts Payable On Termination (defined hereinafter) Other Charges & Deposits, the Taxes, transfer charges, fees, premiums, penalties together with all other amounts, charges, deposits, damages, interest, liabilities, contributions including fund contributions and corpus, etc., as referred to herein, and agreed to be paid and/or required to be paid by the Allottee/s herein in relation to, and/or in pursuance of the agreement for allotment and sale herein. It is hereby expressly agreed and clarified that the Promoter shall handover the possession of the Flat to the Allottee/s only after the Allottee/s have made payment of the entire Aggregate Payments and the security deposit referred to hereinabove in this sub-clause as also the Taxes and only if the Allottee/s has/have observed, performed and complied with all the obligations of the Allottee/s under this Agreement. Subject to and upon the terms, conditions and provisions hereof, the Allottee/s specifically agrees and confirms that the ownership of the said Flat shall be vested in, and take place in the name of, the Allottee/s, only upon the Allottee/s being handed over the possession of the Flat as stated in this Agreement.
- 5.4 If the Date of Offer of Possession has occurred and the Allottee/s has/have not complied with any of his/her/their/its obligations under this Agreement, including this Article (5), and/or the Allottee/s refuse/s to take possession of the Apartment, then the same shall be an Event of Default (defined hereinafter). Without prejudice to its other rights under this Agreement, the Promoter may, in its discretion, condone the delay, and/or default, by the Allottee/s on the condition that the Allottee/s shall, in addition to all its other liabilities and obligations herein, including payment of all Aggregate Payments, bear and pay to the Promoter separate/independent pre-estimated fixed charges, in addition to (and not in substitution of) interest, calculated at the rate of Rupees One Hundred only per square meter Carpet Area (RERA) of the Apartment per month (hereinafter referred to as the “**Holding Charges**”) and other charges to upkeep the said Apartment after the expiry of two months from the Date of Offer of Possession or on such dates and at such intervals as the Promoter directs, till the Allottee/s is/are in full compliance of this Agreement, including this Article (5).
- 5.5 Further, subject to the Allottee/s/ Purchaser not being in breach of any of the terms hereof and the Purchaser having paid all the dues and amounts hereunder including, but not limited to, the Consideration Value, Reimbursements, Maintenance Related Charges and all Indirect Taxes thereto, the Promoter shall endeavor to offer possession of the Unit to the Purchaser on or before the estimated DOP, as set out in Annexure –H (Unit and Project Details), which shall be subject to grace period set out at Annexure H (Unit and Project Details) and any further extension as may be applicable pursuant to clauses mentioned in this agreement (cumulatively, “Extended DOP” shall mean estimated DOP as set out at Annexure H (Unit and Project Details)

+ grace period as set out at Annexure H (Unit and Project Details) + further extension as may be applicable pursuant to clauses under this agreement.

- 5.6 The Allottee/s agree/s and confirm/s that there could be variation in the Carpet Area (RERA) of the completed Apartment on physical measurement thereof, to the extent of three per-cent of the Apartment as a result of construction/execution/finishing or measurement variances, etc. The Allottee/s accept/s the same and agrees that he/she/they/it shall not claim any adjustment, or reduction, in the Purchase Price on account of such variation (if any). However, if the Carpet Area (RERA) of the constructed Apartment increases or decreases over and above the variation/tolerance referred above, the Purchase Price shall vary accordingly, that is: (i) if there is a reduction, the amount reduced shall be adjusted by Promoter at the time of offering possession of the Apartment, and (ii) if there is an increase, then the increased amount shall be payable by Allottee/s to the Promoter prior to taking possession of the Apartment. It is clarified that the payments to be made by the Promoter/Allottee/s, as the case may be, under this Article (5), shall be made at the same rate per square meter on pro-rate/ proportionate basis.
- 5.7 After the Allottee/s is/are permitted to enter upon the Apartment, after the Date of Offer of Possession, the Allottee/s shall have and/or be deemed to have taken full, complete and detailed inspection thereof and approved the same in all respects and it shall be deemed to have been completed in all respects in accordance with the terms and conditions of this Agreement.
- 5.8 The Allottee/s: (i) shall on and after taking possession of the Apartment, pay a security deposit as determined by the Promoter for and towards properly carrying out the interior works in the Apartment, (ii) ensure his/her/their/its interior works in the Apartment, and/or any debris, do not obstruct, and/or damage, the Common Areas & Amenities and/or Limited Common Areas & Amenities and/or prejudice, affect or hinder in any manner the efforts and actions of the Promoter to obtain the balance/remaining Approvals in respect of Sector 5 including the Project, and/or are not a nuisance or annoyance to any occupants of the Premises in the Project, and (ii) undertake/s not to cause any damage to the Apartment, the Project, and/or Sector 5, or any part of thereof, and in the event any damage is caused, the Allottee/s agree/s that the Promoter shall be entitled to deduct such amount at its discretion such amount from the security deposit as mentioned in this Article (5.4) towards any such hindrance/damages caused while carrying out the interior works in the Apartment and refund balance if any from security deposit on completion of work and the Allottee/s further agree/s and undertake/s to reimburse the Promoter all costs related to the remediation and rectification thereof if any over and above the security deposit.
- 5.9 The Allottee/s also accept/s acknowledge/s that as on the Date of Offer of Possession, the construction works in the Apartment shall have been completed, but that there shall, or may, be project development and construction works ongoing at such time, including in respect of the Common Areas & Amenities and Balance Projects.
- 5.10 Notwithstanding anything to the contrary in this Agreement the Promoter shall always be entitled, in its discretion to complete any part/portion or floor of the Project and apply for and obtain part occupation certificate/s thereof, whereby, on the Date of Offer of Possession, the Allottee/s shall be obliged, and undertake/s, to take possession of the Apartment for occupation on the basis of such occupation/part occupation certificate which relates to the Apartment. Thereafter, the Promoter shall, without any hindrance or objection by the Allottee/s, be entitled to carry out by itself or through its contractors or otherwise all remaining development and work in respect of the Project and/or Balance Projects.
- 5.11 If, on, or prior to, the Date of Offer of Possession, there are any Aggregate Payments and/or Taxes that are due and payable by the Allottee/s, and/or there are any other obligations herein of the Allottee/s to be performed, the Allottee/s shall be entitled to

the possession of the Apartment and the use of the Parking Space/s as aforesaid, only upon he/she/they/it having made all payment thereof to the Promoter and/or complied with such obligation.

- 5.12 The Promoter has notified the Allottee/s and the Allottee/s is/are aware that the Common Areas & Amenities are to be shared by all allottees and purchasers of Premises in Sector 5, and that the same will be completed on or before the Sector 5 Completion subject to Force Majeure (defined hereinafter), whereby the amenities and facilities comprised therein shall or may not be available for use or enjoyment till such time.
- 5.13 The Promoter shall endeavor to take all such steps and precautions necessary to achieve construction completion as contemplated herein. However, if on account of Force Majeure (defined hereinafter) there is any delay or anticipated delay in the Date of Offer of Possession, then the Promoter shall not be responsible or liable in any manner, and the same shall both automatically and forthwith stand extended for a period that is equivalent to the period that the Force Majeure (defined hereinafter) continues and has continued and an additional period of thirty (30) Days thereafter; for remobilization, in which case, the Date of Offer of Possession shall automatically stand revised to and substituted by the revised Date of Offer of Possession as communicated by the Promoter. The Allottee/s shall not object, raise any disputes, and/or protest, and/or hold the Promoter liable for the aforesaid delay and extension of time, and shall not be entitled to, and shall not, make, or raise, any claim, for any damages, compensation, reimbursement of expenses or any other payments.
- 5.14 If there is a delay and extension of the Date of Offer of Possession (excluding on account of any Force Majeure (defined hereinafter)), then the sole remedy of the Allottee/s, on being notified (in writing) by the Promoter of the same, shall be to either: (i) continue with this Agreement, and accept the revised/extended Date of Offer of Possession as estimated and decided by the Promoter in its discretion, or (ii) to terminate this Agreement by giving a written notice to the Promoter; provided that the aforesaid right of termination shall be exercised by the Allottee/s by addressing and delivering to the Promoter the aforesaid written notice no later than fifteen (15) Days from being notified in writing by the Promoter, as aforesaid, of such delay, failing which the Allottee/s shall have deemed to have irrevocably opted and elected to continue with this Agreement, and shall be deemed to have waived his/her/their/its aforesaid option to terminate this Agreement, and shall be deemed to have accepted, all future revisions/extensions of the Date of Offer of Possession, from time to time, without any liability or obligation whatsoever on the part of the Promoter.
- 5.15 If the Allottee/s has/have opted to terminate this Agreement, and has terminated the same in strict accordance with Article (5.14), then the Promoter shall refund to the Allottee/s the Purchase Price installments, received and realised by the Promoter together with Interest (defined hereinafter) from the date such payments were received and realized by the Promoter after deducting (i) Taxes paid / payable and together with (ii) Interest (defined hereinafter) on delayed payments, if any. In a situation of termination other than by virtue of Force Majeure (defined hereinafter), the Promoter shall additionally pay one-time fixed pre-estimated liquidated damages of Rupees One Hundred only per square meter of the Carpet Area (RERA) of the Apartment (which the Parties consider to be reasonable, and not as a penalty) but no other penalties, damages or liabilities. Upon such termination, the Allottee/s shall be bound and liable to execute and register a Deed of Cancellation (in terms of a draft prepared by the Promoter) recording such termination and cancellation of this Agreement, however the date of the Allottee/s aforesaid notice of termination shall be deemed to be the date on which this Agreement has stood terminated and cancelled. The aforesaid amounts shall be refunded/paid within thirty (30) Days from the execution and registration of the Deed of Cancellation by the Allottee/s.

- 5.16 If within a period of five (5) years from the date of handing over the Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter any Construction Defects (defined hereinafter) in the Apartment, then, wherever possible, the same shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee/s and/or any other allottees in the Project or Sector 5. Wherever the term “**Construction Defects**” appears in this Agreement the same shall mean defects in the materials used in the construction of the Project which would result in the failure of a component part thereof or result in damage thereto; and shall always exclude wear and tear, loss or damage due to Force Majeure (defined hereinafter), minor changes/cracks on account of any variation in temperature/weather, misuse, unauthorised or non-permitted alterations, renovations or repairs and loss or defect or damage caused by any act, omission, negligence, and/or failure to undertake proper and effective care and maintenance as a prudent person would. The Construction Defects shall also always exclude any defect or damage caused due to the act, omission, negligence of the Allottee/s or any other purchaser/allottees/occupants or his/her/their agents, and/or any structural defects or damages caused or attributable to the Allottee/s including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy load or using the Apartment other than for its intended purpose or such or any other reasons attributable to the Allottee/s.
- 5.17 In spite of all the necessary steps and precautions taken while designing and constructing the Project, structure may have minor deflections due to imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further, the Allottee/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 Allottee/s and any other persons and occupants of the Premises in the Project. The Allottee/s agree/s and covenant/s not to hold the Promoter liable and/or responsible in respect thereof.
- 5.18 The Allottee/s explicitly agree/s and confirm/s that until the Allottee/s is/are put in possession of the Flat in terms of this Agreement, the Promoter shall have the unconditional and unfettered right to utilise the Flat and other flats/units in the Project for any purpose whatsoever on a temporary basis, including, but not limited to, the use of the same as sample flat or show flat, administration office for its staff or vendors, or for storage of records, goods, materials, etc., and/or any other type of use that the Promoter may deem fit in their sole and unfettered discretion. The Allottee/s further agree/s not to object in any manner whatsoever to the same, or claim / demand any compensation, reimbursement, costs, damages, charges, etc. from the Promoter for the aforesaid use of the Flat.

ARTICLE 6 - RECREATIONAL FACILITIES IN THE SECTOR 5

- 6.1 The Common Areas & Amenities, as currently planned include, a proposed club house, and certain recreational facilities for the benefit of all allottees/purchasers and occupiers of Premises in Sector 5. Subject to the Allottee/s complying with, observing and performing all the terms, conditions and provisions of this Agreement, including making payment of the Aggregate Payments, the Allottee/s will be entitled to apply for and take up membership of such club house, and after Sector 5 Completion subject to Force Majeure (defined hereinafter), the Allottee/s may access, use, and enjoy the same, in respect of which the Allottee/s will be liable to comply with the terms and conditions, and make payment of the fees and charges as may be decided by the Promoter.

- 6.2 The Promoter has informed the Allottee/s of the following facts, matters and circumstances that shall pertain to the club house and recreational facilities, which the Allottee/s has/have fully accepted, agreed and confirmed that is:
- 6.2.1 the club house and recreational facilities shall be constructed and shall have the equipment, infrastructure, amenities and facilities as the Promoter deems fit, in its discretion;
 - 6.2.2 the use, benefit and enjoyment of the club house and recreational facilities shall be, inter alia, for various allottees, purchasers and occupiers of Premises in the Sector 5 (collectively, “Users”);
 - 6.2.3 The management and operations of the club house and recreational facilities shall, until handed over by the Promoter to the Sector 5 Organisation (defined hereinafter) formed and constituted by the Promoter in respect of Sector 5, shall be under the sole, exclusive and absolute control of the Promoter, and/or the PMC (if appointed by the Promoter), who shall be entitled to inter alia, frame, and implement, the aforesaid rules and regulations in respect thereof;
 - 6.2.4 The entitlement to use the club house and recreational facilities is and shall be personal to the Allottee/s, and is not transferable or assignable in any manner; provided that on the completion of any permitted sale and transfer of the Apartment by the Allottee/s, to any persons (“Premises Transferees”), the Premises Transferees shall solely be entitled to use and enjoy the club house and recreational facilities in the place and stead of the Allottee/s (who shall automatically and forthwith cease to be entitled to access, and enjoy the same), subject to the Premises Transferees making the necessary applications for membership and completing all formalities and payment of any charges as may be required of them, at such time. Under no circumstances, shall the Allottee/s or any Premises Transferees be entitled to use, enjoy or access the club house and recreational facilities after he/she/they/it have sold and transferred the Apartment;
 - 6.2.5 There may be recreational, social and other related events, performances, activities, parties, gatherings, etc. held in the club house, and/or in the recreational facilities during the day or night, by the Promoter, and/or the PMC, and/or Users. The Allottee/s, for himself /herself /themselves /itself and as a member of the applicable Entity & Organisation (defined hereinafter), shall not be entitled to raise any disputes, differences, or objections in and/or hinder, restrict, obstruct or interfere with the same;
 - 6.2.6 If, prior to the operations, administration, management, charge and control of the Common Areas & Amenities is handed over to the Sector 5 Organisation (defined hereinafter), the actual charges and expenses required to be made for maintenance thereof, may exceed the amount so received collectively from all the aforesaid purchasers, allottees and occupants, then the Promoter, and/or the PMC, shall be entitled to call for and demand such additional amounts from all Users, and/or the Entity & Organisation (defined hereinafter) and/or the Sector 5 Organisation (defined hereinafter);
 - 6.2.7 In addition to the charges and expenses referred to in Article (6.2.6), there would be charges including one-time, or per day, or per use, charges, in respect of any of the amenities, or facilities, or services available, and/or provided in and from the Common Areas & Amenities, as determined by the Promoter from time to time, and the person/s who avail/s of such amenities, or facilities, or services shall be entitled to use the same only upon payment thereof.

6.2.8 In addition to the Common Areas & Amenities and the Limited Common Areas & Amenities as mentioned herein, there exist certain areas & amenities within Sector 5 [i.e. table tennis, badminton and squash courts on the podium level below Wing F] which are for the benefit of all the allottees/purchasers and occupiers of the premises in the Whole Project (hereinafter referred to as the “**Sector 5 Shared Amenities**”). With respect to Sector 5 Shared Amenities, it is specifically agreed and clarified that: (i) the use of the Sector 5 Shared Amenities is subject to the payment of the separate membership fees and usage charges; (ii) the Allottee/s and/or the Entity & Organisation (defined hereinafter) and/or the Sector 5 Organisation (defined hereinafter) shall neither claim any exclusive right and use over Sector 5 Shared Amenities nor shall hinder, restrict, obstruct, object or interfere with any of the allottees/purchasers and occupiers of the premises in the Whole Project from using the Sector 5 Shared Amenities or any part thereof nor restrict the access and free movement of the materials and goods to and from Sector 5 Shared Amenities through the pathways, as designated and earmarked by the Promoter and/or the concerned Authorities in Sector 5; and (iii) the Apex Body shall be responsible for the management, repair and maintenance of the aforesaid Sector 5 Shared Amenities.

ARTICLE 7 - OTHER RIGHTS & POWERS OF THE PROMOTER

- 7.1 The Promoter also has availed of and/or may also avail of financial assistance, including any construction/corporate loans, infrastructure loans, from bank/s, financial institution/s, and/or person/s against security of any part/s of the Whole Project Land, including the Sector 5 Land, and/or in respect of all projects, including Sector 5, and/or the Project and/or the projects in sectors upon the Whole Project Land, or any parts thereof, or any receivables, which have been, or may be, mortgaged, or charged to such banks and/or financial institutions and/or other persons as security for repayment of the financial assistance taken from them. As part of any such arrangement by the Promoter, all or any of the responsibilities and/or obligations and rights of the Promoter under this Agreement may be transferred to any other person. The Promoter agrees that on or prior to the Date of Offer of Possession, the Promoter shall obtain a letter releasing mortgage or charge of such bank/s, and/or financial institution/s, and/or person/s, over the Apartment alone, enabling the Promoter to complete the allotment and sale thereof to the Allottee/s, free of the same. The Promoter agrees that post the execution of this Agreement, any mortgage or charge shall not affect the right and interest of the Allottee/s under this Agreement.
- 7.2 The person/s in whose favour the Promoter has granted or created, or agreed to grant or create, any mortgage, charge or security interest in respect of any unsold Premises in Sector 5, may itself /himself /herself /themselves, or jointly with the Promoter, be admitted as and made members of any of the relevant entities and organisations to be formed in respect of such project in Sector 5 in which such unsold Premises are situated, without it, him, her or them or the Promoter being made subject or liable to any separate, special, new or additional condition/s and required to pay any separate, special, additional or extra amount or consideration whatsoever for the same (whether by way of transfer fees, charges, premium, donation or otherwise) and the Allottee/s shall not raise any objection.
- 7.3 The Promoter shall not be liable to bear or pay any contributions, deposits, expenses, transfer fees, non-occupancy charges, donations, premiums or any other amounts, charges or liabilities whatsoever to the entities and organisations to be formed in respect of various projects in Sector 5 [including the Entity & Organisation (defined hereinafter)] and/or the Sector 5 Organisation (defined hereinafter), as the case may be, in respect of any unsold/unallotted Premises.
- 7.4 The Promoter shall be entitled, but not obliged to, join as a member of the Entity & Organisation (defined hereinafter) in respect of unsold premises in the Project, if

any. Post execution of the Deed/s of Transfer in favour of such Entity & Organisation (defined hereinafter), the Promoter shall continue to be entitled to such unsold premises and to undertake the marketing, etc., in respect of such unsold Premises.

- 7.5 The Promoter and/or Promoter Affiliates (defined hereinafter) shall be fully and freely entitled to install and provide temporary and permanent signage and hoardings (including neon, backlit and illuminated signage and hoardings) of whatsoever nature upon the Sector 5 Land and/or upon Sector 5 including the Project and/or any part thereof till such time as the Deed/s of Transfer are executed and registered as provided in Article (10). The Promoter and/or Promoter Affiliates (defined hereinafter) shall have full access to such hoardings, and signage, and to install its/their name/s and any other Promoter Intellectual Property (defined hereinafter) at one or more places or in or upon Sector 5 Land and/or upon Sector 5 including the Project and/or at the entrances and exits thereof. The Promoter and Promoter Affiliates (defined hereinafter) shall always have full and free right of way and means and access to such place or places for the purpose of installing, maintaining and replacing such hoardings and signage.
- 7.6 The Promoter shall promote, manage and undertake all public events (including sales events etc.) held in or upon any Limited Common Areas & Amenities and/or Common Areas & Amenities and to apply the net revenues generated therefrom towards costs incurred by the Promoter in undertaking its diverse activities and/or obligations in relation to Sector 5.

ARTICLE 8 - COVENANTS AND OBLIGATIONS OF ALLOTTEE/S

- 8.1 On and after the Date of Offer of Possession, the Allottee/s shall: (a) use the Apartment, and permit the Apartment to be used only for residential purpose, and (b) use the Parking Space/s, and permit the same to be used, solely for parking the Allottee/s' own two wheeler/ four-wheeler (light motor) vehicle/s.
- 8.2 Subject to safety conditions, the Allottee/s shall be entitled to visit and view the Project, after taking a prior appointment with the Promoter.
- 8.3 The Allottee/s, with the intention to bind all persons in whosoever's hands the Apartment may come, hereby agree/s, confirm/s undertake/s and covenant/s with the Promoter as follows:
- 8.3.1 to maintain the Apartment at the Allottee/s' own costs and expenses in good and tenantable repair, order and condition and to carry out all internal maintenance and repairs to the Apartment such that the same is in the same state and condition, as it was on the Date of Offer of Possession, and not to do or suffer or permit to be done anything therein, including attempting to undertake any changes or alterations thereto, and/or to any part of the Project, and/or any of the Common Areas & Amenities which are, or may be, contrary to the terms of this Agreement, and/or rules, regulations, or bye-laws, of the Promoter, and/or the PMC, and/or any concerned authorities, and/or the Entity & Organisation (defined hereinafter) in respect of the Project (as and when formed and registered by the Promoter) and/or the Sector 5 Organisation (defined hereinafter) in respect of Sector 5 (as and when formed and registered by the Promoter), as the case may be;
- 8.3.2 to submit plans and specifications in respect of permissible alterations to the Apartment and after obtaining Promoter's prior written approval;
- 8.3.3 to rectify and make good any unauthorised and/or unlawful alterations and/or damage thereto within seven (7) Days from the date of receipt of a written

notice from the Promoter, and/or from any concerned authorities, in that regard;

- 8.3.4 to bear and pay all increases in the outgoings, Taxes, as well as all water charges, insurance premia and other levies, imposed on account of any change permitted (as provided herein) to be made in the user of the Apartment by the Allottee/s;
- 8.3.5 to observe, perform and comply with all other rules, regulations and bye-laws which the Promoter, and/or any concerned authorities may specify and those which the Entity & Organisation (defined hereinafter) and/or the Sector 5 Organisation (defined hereinafter), as the case may be, may adopt or frame at its/their inception, and any modification thereof, from time to time, including to keep the disaster management plan functional throughout the occupation period, which plan shall have been developed by the Promoter, in compliance of the norms stipulated by the concerned authorities;
- 8.3.6 to contribute his/her/their/its share of expenses towards painting, repairs, waterproofing, refurbishment and structural audits and fire audits (including fire safety audits) of the Project and the Common Areas & Amenities, or at such intervals as may be stipulated by the Promoter and/or Entity & Organisation (defined hereinafter) or Sector 5 Organisation (defined hereinafter);
- 8.3.7 in case of non-availability and/or shortage of water and/or electricity supply from TMC/power providers and/or any other concerned authorities/provider the Promoter, or the Entity & Organisation (defined hereinafter) or Sector 5 Organisation, as the case may be, shall endeavor to arrange the same either through tankers and/or back-up power and/or any other source, then in such case the Allottee/s shall contribute his/her/their/its share of expenses, it being accepted and acknowledged that the availability of electricity and/or water to the Apartment are dependent upon the concerned supplier/provider thereof;
- 8.3.8 upon and after the Allottee/s is/are permitted by the Promoter to enter upon the Apartment as provided herein and until the Sector 5 Completion, as contemplated herein, the Promoter, and its agents, representatives and employees, with or without workmen and others, have and shall be entitled, at reasonable times, the right to enter into and upon the Apartment, Parking Space/s, the Project and the Common Areas & Amenities, or any part thereof, to view and examine the state and condition thereof and/or for the purpose of undertaking any works as may be required therein and thereto in relation to Sector 5;
- 8.3.9 not to store in the Apartment any goods, objects or materials which are or may be of hazardous, combustible or dangerous nature, or are or may be so heavy as to damage the construction or structure of the Project, or the storing of which goods, objects or materials is objected to or prohibited by the Promoter, and/or the PMC, and/or any concerned authorities;
- 8.3.10 the wet and dry garbage generated in and from the Apartment shall be separated by Allottee/s and the wet garbage generated in and from Sector 5 shall be treated separately by the allottees/purchasers/occupants of Premises of Sector 5 within the Sector 5 Land;
- 8.3.11 not to throw dirt, rubbish, rags, garbage or other refuse, or permit the same to be thrown from the Apartment, in the compound or any portion of the Project and/or the Common Areas & Amenities;
- 8.3.12 not, without the prior written permission of the Promoter, and/or the PMC:

- (a) to carry out or undertake any painting, decoration, or other work, to the exterior of, or outside, the Apartment;
- (b) to affix/install any sign, name or display boards, or any hoardings or neon lights in or outside the Project and/or the Common Areas & Amenities;
- (c) to cover or enclose in any manner whatsoever, the Parking Space/s, and/or affix/install grills to the windows only as approved by the Promoter to maintain uniformity or grill/s or safety door/s to the main door/s of the Apartment;
- (d) to hang clothes, garments or any other thing from the windows or balcony/ies of, or appurtenant to, the Apartment;

8.3.13 not, under any circumstances to:

- (a) do, or permit, or suffer, to be done any act, deed, matter or thing which may render void or voidable any insurance of the Project, and/or any of the Common Areas & Amenities, and to make payment of any additional or increased premiums in respect thereof, as may arise on account of any breach by the Allottee/s;
- (b) do, or perform, or cause/permit to be done or performed, any act, deed, matter or thing which may or is likely to cause nuisance, disturbance or annoyance to the allottees/purchasers or occupiers of any other Premises in Sector 5;
- (c) demand, or claim, any partition or division of the Allottee/s ultimate interest as provided herein, in the Project and/or Sector 5 Land and/or the Common Areas & Amenities, or any part thereof, it being expressly agreed, understood and confirmed by the Allottee/s that his/her/their/its interest therein will, if the allotment and sale herein is completed, be impartible, and will be held only through the Entity & Organisation (defined hereinafter), formed by the Promoter in respect of the Project, of which he/she/they/it shall be admitted as a prospective member, in terms of Article (10).

8.4 The Allottee/s shall also abide by all rules and regulations, and take the requisite training of the measures / procedures, laid down by the Promoter and/or the Entity & Organisation and/or the statutory authorities with respect to the safety (including with respect to the natural gas safety) of the Project/the Apartment/Sector 5 to be followed in case of any emergency. Furthermore, the Allottee/s and the other allottees of the Project / Sector 5 shall ensure that the Entity & Organisation (defined hereinafter) / Sector 5 Organisation (defined hereinafter) provide all requisite training to its staff / employee(s) / worker(s) that is to be followed with respect to the safety measures/procedures (including with respect to natural gas safety) in case of any emergency.

8.5 Open terraces, open balcony / balconies, and/or other open areas, if any, forming part of and attached/appurtenant to any of the Premises in Sector 5 are intended for and shall be exclusively used and occupied by the respective purchasers/allottees of the concerned Premises who shall never be entitled to enclose the same without the prior permission in writing of the Promoter and concerned authorities, and in case such permissions are granted by the Promoter, and the concerned authorities, the concerned purchasers/allottees of such Premises in Sector 5 shall observe, perform and comply with all the terms and conditions as may be stipulated in respect thereof and also for the consequences arising from any breach or violation thereof. The

Allottee/s agree/s not to put any claim in respect of the restricted amenities, including open spaces, any space available for hoardings, gardens attached to any of the Premises or terraces, and the same are retained by the Promoter as restricted amenities. The Allottee/s is aware that certain parts of the Project/Sector 5 shall be allocated for exclusive use of certain allottees. The price of such Premises has been determined taking this into consideration and the Allottee/s waives his/her/its right to raise any dispute in this regard.

- 8.6 If the Allottee/s enters 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, and the same will not absolve the Allottee/s of his/her/their/its responsibilities under this Agreement.
- 8.7 (a) All costs, expenses, fees, charges and taxes in connection with the Allottee/s procuring and availing of the said loan, the mortgage of the Apartment, servicing and repayment of the said loan, and any default with respect to the said loan and the mortgage of the Apartment, shall be solely and exclusively borne and incurred by the Allottee/s. The Promoter shall never have any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.
- (b) 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 acknowledge, the right and entitlement of the Promoter to receive the balance Purchase Price and the other amounts payable by the Allottee/s under this Agreement.
- (c) In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoter shall extend necessary assistance/support as may be required under applicable law, without prejudice to its rights, remedies and interests.
- (d) Notwithstanding anything to the contrary herein, the Allottee/s hereby agree/s and undertake/s that the Promoter shall always have first lien and charge over the Apartment in respect of, and to secure, the payments due and payable by the Allottee/s to the Promoter under this Agreement, and accordingly, without prejudice, the Allottee/s irrevocable obligation and liability to make payment thereof, any mortgage, charge, security interest, etc., created over, and/or in respect of the Apartment shall always be subject to the Promoter's aforesaid first lien and charge, and subject to all the Promoter's rights, powers and entitlements under this Agreement.
- 8.8 If the Allottee/s is/are non-resident Indian citizen, or a foreign national/citizen (whether or not the Allottee/s is/are a Person of Indian Origin (PIO) and/or an Overseas Citizen of India (OCI), then it shall be his/her/their sole obligation and liability to comply with the provisions of all applicable laws, including Foreign Exchange Management Act, 1999, Reserve Bank of India rules and regulations, exchange control regulations and all other applicable/necessary requirements, rules, regulations, guidelines etc. of the concerned authority/ies, from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. Refunds (if any) to Non-Resident Indians (NRI) and foreign citizens of Indian origin shall be made in Indian Rupees.
- 8.9 The Project and Sector 5 shall always be known by the name stated in Annexure 'H' hereto or as decided by the Promoter in its discretion, which name shall not be changed without the prior written permission of the Promoter, and the same shall, at all times, be binding upon the Allottee/s and all allottees/purchasers of Premises in the Project and Sector 5.

- 8.10 All terms, conditions, covenants, stipulations and provisions contained in any agreement/s, undertakings or writings given, or to be given, to concerned authorities, and in respect of Approvals, and/or special rights and privileges and building agreement/s made or executed, or to be made or executed in respect of any other Premises in Sector 5 and the Whole Project, shall be binding upon the Allottee/s and all allottees/purchasers/occupants of the Premises in Sector 5.
- 8.11 The Allottee/s is/are aware and acknowledges that Project Land, admeasuring about **1,375.22** square meters, has been defined and described therein solely in the course of registration of the Project as a “*real estate project*” under RERA, and the transfer and conveyance of the Whole Project shall always be in terms of Article (10). The term “Project Land” referred above means the plinth area along with balcony area of the building structure of the Project.
- 8.12 The Allottee/s is/are aware and acknowledges that the vehicle parking spaces in Sector 5 may be allocated and distributed by the Promoter in its discretion as it deems fit in favour of the various allottees of the Premises in the Whole Project (including Sector 5) on such terms and conditions as may be determined by the Promoter.
- 8.13 The Allottee/s is / are aware, and agree/s and accept/s, that fire service fees and annual fees in respect of the Project are payable to the concerned governmental authority/ies as per provisions of Maharashtra Fire Prevention & Life Safety Measures Act, 2006, and all such fees shall be payable by the Allottee/s, and all allottees, purchasers and occupants of the Premises in the Project, and the Entity & Organisation (defined hereinafter), without any liability on the part of the Promoter.
- 8.14 The Allottee/s is/are aware and acknowledges that that bedroom area of the Apartment is inclusive of the enclosed balcony area and the Allottee/s shall not hold the Promoter and/or the TMC liable for inadequate size of such room in future.
- 8.15 The Allottee/s has/have gone through the representations made by the Promoter on the MAHARERA website as required by RERA and shall keep himself / herself /themselves /itself updated with all the matters relating to Sector 5, and the Project, that the Promoter uploads from time to time.
- 8.16 The Promoter has specifically explained and informed the Allottee/s that post the registration of the Said Project with RERA, the Promoter became entitled to construct certain additional areas and floors in Sector 5 by virtue of the revised Approvals. Such areas, floors and the consequential changes in the Project and the Sector are yet to be updated on the records of Maharashtra Real Estate Regulatory Authority and any other concerned authorities. The Allottee/s has issued his / her / their letter to enable the Promoter to complete the aforesaid formalities, a photocopy whereof is annexed hereto and marked **Annexure ‘L’**;

ARTICLE 9 - REPRESENTATIONS OF THE PROMOTER

Subject to the disclosures made herein by the Promoter, and what is stated in the certificates of title recited hereinabove, the Promoter hereby represents and undertakes as follows:

- 9.1 the Promoter is seized and possessed of or otherwise well and sufficiently entitled (including to develop) the Whole Project Land;
- 9.2 the Promoter shall apply for necessary Approvals from time to time in respect of the Project and/or Sector 5;
- 9.3 the Promoter has not entered into any agreement for sale or any other agreement/arrangement with any person or party with respect to the Apartment; and,

9.4 the Promoter is entitled to enter into this Agreement, for agreeing to allot and sell the Apartment in the manner contemplated herein.

ARTICLE 10 – PROJECT COMPLETION; ENTITIES & ORGANISATIONS; FEDERATION; TRANSFER

The Promoter, in its discretion, and subject to Force Majeure (defined hereinafter), intends as follows:

- 10.1 The Promoter estimates the date of Project Completion to be as mentioned in Annexure 'H' hereto, subject to Force Majeure Event.
- 10.2 On or before the estimated/projected date of Project Completion, the Promoter shall initiate the process of applying for the formation of a co-operative society under the Maharashtra Co-operative Societies Act 1960, and/or any other entity, organisation, association, or body, referred to in, or permitted under, RERA (hereinafter referred to as the “**Entity & Organisation**”), to comprise, inter alia, the Allottee/s and other allottees/purchasers/occupants of Premises in the Project as determined by the Promoter in its discretion. Presently it is contemplated that the Entity & Organisation to be formed and registered shall be a co-operative society.
- 10.3 The Promoter shall convey and transfer the structure/s comprising of residential apartments on the habitable floors of the Project, along with the Limited Common Areas and Amenities within the habitable floors by and under Deed/s of Transfer to such Entity & Organisation, and hand over the charge and control of the same by the expiry of three months on happening of both the following events:
- (a) the receipt of the full occupation certificate of the Project; and,
 - (b) the receipt of the entire purchase price, consideration and other charges and deposits by the Promoter from all allottees/purchasers of the Premises in the Project.
- 10.4 Upon the satisfaction of the same conditions as stated in Article (10.2), in respect of each of the Balance Projects, the respective entities and organisations in respect of each of the Balance Projects will be formed and constituted, as may be determined by the Promoter. The structure of the habitable floors of the Balance Projects along with the limited common areas and amenities related thereto will be conveyed to such entities and organisations respectively, subject to such terms as may be determined by the Promoter.
- 10.5 The Promoter shall convey and transfer the balance structures including Common Areas & Amenities (excluding the Sector 5 Shared Amenities and the portion of the podiums and upper ground floors of Sector 5 comprising of the residential apartments below any of the Wings in the Sector 5) and balance limited common areas and amenities (below the habitable floors of each of the building/structure) by and under the Deed/s of Transfer to any corporate or other body, entity, or organisation, to be constituted, formed and registered by the Promoter, under Applicable Law (hereinafter referred to as the “**Sector 5 Organisation**”) within three (3) months on happening of both the following events:
- (a) the receipt of the full occupation certificate of the last building/structure of the last project/phase of Sector5, by the Promoter; and
 - (a) the receipt of the entire purchase price, consideration and other charges and deposits by the Promoter from all allottees/purchasers of all Premises in Sector 5;
- 10.6 The nature, type and constitution, of the Sector 5 Organisation, and its rights, powers, and authorities shall be determined by the Promoter. The Sector 5 Organisation shall

hold title as aforesaid, subject to parking allocations/reservations in respect of Sector 5, and the rights of the respective allottees/purchasers of Premises in the Sector 5 to use and enjoy such vehicle parking spaces, as amenities attached to their respective Premises. Further, the Promoter will handover all the sanctions, Approvals, Plans, etc., as may be required to the respective Entity & Organisation and/or the Sector 5 Organisation.

- 10.7 The Sector 5 Organisation shall own and hold the Common Areas & Amenities, for the benefit of all entities and organisations formed in respect of Sector 5, and their respective members. All costs, charges, expenses, liabilities, taxes and maintenance charges, and capital and revenue expenditure related to, and arising from, the Common Areas & Amenities shall be proportionately borne, paid and discharged by the entities and organisations formed and constituted in respect of Sector 5, based upon: (i) the aggregate Carpet Area (RERA) and open/enclosed/utility balconies thereof of all the Premises of the respective projects of Sector 5, to (ii) the aggregate carpet area and open/enclosed/utility balconies thereof of all the Premises in all the projects in Sector 5. *For example, the aforesaid costs, charges, expenses, liabilities, taxes, maintenance charges, capital and revenue expenses payable by the Entity & Organisation for the Project shall be calculated based upon the aggregate Carpet Area (RERA) and the areas of open/enclosed/utility balconies of all the Premises in the Project to the aggregate carpet area and open/enclosed/utility balconies thereof of all the Premises in all projects comprised in Sector 5.*
- 10.8 The Promoter shall on or prior to execution and registration of the Deed/s of Transfer in favour of the:
- 10.8.1 Entity & Organisation formed in respect of the Project, make full, true and requisite disclosure of the nature of its title to the Project; and
- 10.8.2 Sector 5 Organisation, make full and true disclosure of the nature of its title to the remaining development of Sector 5 transferred to the Sector 5 Organisation under the aforesaid Deed/s of Transfer, as well as encumbrances thereon, if any, including any right, title, interest or claim of any person/s in, to or upon the same.
- 10.9 (a) Within three (3) months from the Whole Project Completion, the Promoter shall initiate the process of applying to concerned authorities for formation of an apex body, being a corporate body, or association, or organization, or other entity, as may be formed and constituted by the Promoter, at its discretion, under any Applicable Law (defined hereinafter), having as its members and constituents: (a) the sector entities formed in respect of the sectors to be developed and completed upon the Whole Project Land, in a phased manner, over a period of time, with each such sector having a project, or multiple projects as determined by the Promoter in its discretion, and/or (b) the Promoter, and/or (c) any other persons or parties, including the holders and/or lessees, from time to time, of parts or portions of the Whole Project Land, and/or the owners and/or holders, from time to time, of any buildings or structures developed thereon as projects; as the Promoter deems fit in its discretion (hereinafter referred to as the “**Apex Body**”).
- (b) The Promoter shall convey and transfer the Whole Project Land together with the External Infrastructure and the Sector 5 Shared Amenities to the Apex Body within three (3) months on happening of both the following events, that is:
- (i) the receipt of the full occupation certificate of the last building/wing/structure of the last project/phase of the last sector of the Whole Project, by the Promoter; and,

- (ii) the receipt of the entire purchase price, consideration and other charges, amounts and deposits by the Promoter from all allottees/purchasers of all the Premises in the Whole Project;

(c) It is clarified that the aforesaid conveyance and transfer excludes or is subject to: (i) any portions thereof handed over to concerned authorities or utility providers pursuant to any reservations, amenity space requirements, leases / transfers of utilities and/or otherwise, and, (ii) any encroached areas which will be transferred on an “as is where is basis”, as may be determined by the Promoter in its discretion, and, (iii) all conveyances of buildings and structures constructed on the Whole Project Land to various entities and organisations of the Whole Project (which also includes the structure of the habitable floors of the Project to be conveyed and transferred to the Entity & Organisation and the remaining structures on Sector 5 including the Common Areas & Amenities to be conveyed and transferred to the Sector 5 Organisation on the terms and conditions contained herein and in the manner as described in this Agreement). The Promoter shall execute Deed/s of Transfer and other writings in respect thereof, subject to (a) what is stated hereinabove, and (b) all other rights, easements, powers, privileges, authorities reserved herein unto the Promoter.

10.10 Without prejudice to the generality of the foregoing provisions, the Promoter has put the Allottee/s to notice of the following matters, facts and disclosures which the Allottee/s has/have agreed and accepted:

- (a) that the Sector 5 Land, shall never be sub-divided from the Whole Project Land; and,
- (b) that the development of Sector 5 in phases upon the Sector 5 Land contemplates the utilization of part/portion of the Development Potential of the Whole Project Land, which may not be proportionate to the development potential attributable to and arising out of the Sector 5 Land and also the Additional Areas are and shall be over and above the Development Potential of the Sector 5 Land. The Allottee/s, for himself /herself/themselves/itself, and as a prospective member of the Entity & Organisation, shall not be entitled to raise any claim or dispute in respect thereof.

10.11 All the documents, writings, Deed/s of Transfer etc., to be executed in the conveyance/s and transfer/s, as referred in this Article (10), and all other documents and writings to be executed in relation thereto and/or in pursuance thereof, including bye-laws, rules and regulations of the Entity & Organisation formed in respect of the Project and the Sector 5 Organisation formed in respect of Sector 5, and the Apex Body, and all writings, forms, applications, etc. in relation to the proposed formation and registration thereof, shall all be prepared and approved by the Advocates and Solicitors appointed by the Promoter, and the same shall contain such terms, conditions, covenants, stipulations and provisions, including those contained in this Agreement including reserving the rights, powers, authorities and benefits of the Promoter, as the Promoter deems fit.

10.12 The Entity & Organisation, entities and organisations in respect of each of the Balance Projects, the Sector 5 Organisation, and the Apex Body, to be formed and constituted in respect of the Project, Balance Projects, Sector 5, and the Whole Project, respectively, shall be known by such names as the Promoter may decide, which names shall not be changed by the Allottee/s, and/or any other purchasers and/or the Entity & Organisation, entities and organisations in respect of each of the Balance Projects, and/or the Sector 5 Organisation and/or the Apex Body without the prior written consent of the Promoter;

10.13 The Allottee/s shall co-operate with the Promoter and shall sign and execute application forms, papers, declarations, documents and other writings for registration

of the Entity & Organisation to be formed and constituted in respect of the Project and do all necessary acts and deeds, so as to enable the Promoter to respectively register the same.

- 10.14 Unless and until the Allottee/s is/are in full compliance of the terms and conditions of this Agreement including the payment of the Aggregate Payments to the Promoter, the Entity & Organisation shall not issue and deliver a share certificate to the Allottee/s.
- 10.15 All, without limitation costs, charges and expenses in respect of the formation and registration of (i) Entity & Organisation, in respect of the Project, shall be borne and paid by all the allottees, purchasers, transferees and occupants of all the Premises in the Project, (ii) entities and organisations in respect of the Balance Projects shall be borne and paid by all the allottees, purchasers, transferees and occupants of all the Premises in the Balance Projects, (iii) the Sector 5 Organisation shall be borne and paid by all the entities and organisations formed, in respect of Sector 5, and (iii) the Apex Body shall be borne and paid by the Sector 5 Organisation and all other sector entities formed by the Promoter in respect of Whole Project as set out hereinabove; and the Promoter shall not be liable to bear or pay the same or contribute towards the same, at all. If any delay or default is made in the payment or reimbursement of such costs, charges, or expenses, for any reason whatsoever, the Promoter shall never be held responsible or liable for any delay in the formation and registration of the Entity & Organisation/s, and/or entities and organisations referred above, and/or the Sector 5 Organisation and/or the Apex Body.

ARTICLE 11 – TERMINATION

- 11.1 The Allottee/s agree and confirm that, without prejudice to all the rights, powers, authorities, discretions, entitlements and remedies of the Promoter under this Agreement, and Applicable Law (defined hereinafter), the Promoter shall be entitled, in its discretion, to terminate and cancel this Agreement in the circumstances set out in Article (11.2) and/or Article (11.3) hereinbelow.
- 11.2 If due to Applicable Law (defined hereinafter), and/or any action of concerned authorities, and/or any legal action, circumstances, or reasons, and/or any Force Majeure (defined hereinafter), the Promoter, in its discretion, is of the opinion that Sector 5 or any part thereof, including construction of the Project and/or the Common Areas & Amenities, shall or may be suspended, or stopped, for twelve (12) consecutive months, or more, or any part of Sector 5 has, in fact, been stopped or suspended for the aforesaid period of twelve (12) consecutive months, then the Promoter shall be entitled, in the Promoter's discretion, to terminate and cancel this Agreement by delivering a written notice of termination to the Allottee/s. On the delivery of such notice to the Allottee/s, this Agreement and any writings as may have been executed in pursuance hereof, shall ipso facto automatically and forthwith stand cancelled and terminated, without any further act, deed, matter or thing having to be done, executed, or performed, by the Parties. Within the time specified hereinafter after such termination, the Promoter shall refund the Purchase Price installments received and realised by the Promoter, together with Interest (defined hereinafter) thereon from the date such payments were received and realized by the Promoter up to the date of termination of this Agreement or the date of refund as referred to in the Deed of Cancellation mentioned herein below, together with an agreed one-time fixed pre-estimated liquidated damages amount of Rupees One Hundred Only per square meter Carpet Area (RERA) of the Apartment (which Parties consider to be reasonable, and not as a penalty), after deducting (i) all costs, charges and expenses incurred by the Promoter for provision/installation in the Apartment of any extra or premium fixtures, fittings, etc., in place of or in addition to the standard fixtures, fittings, etc. to be provided therein, as may have been required by the Allottee/s; together with, (ii) all costs, charges and expenses incurred by the Promoter for the white good/s, commodity/ies, gift/s, service/s or facility/ies, if provided free of cost,

or at a concessional rate/price, as and by way of promotional activity or otherwise, to the Allottee/s; together with, (iii) Taxes paid / payable; and together with, (iv) all charges / fees / Pre EMIs / interest (by whatsoever name called), if any paid / required to be paid by the Promoter to banks or financial institutions or any other financiers, including any charges that may be paid / required to be paid by the Promoter under subvention scheme and/or any other scheme. The aforesaid refundable amount with Interest (defined hereinafter) thereon, and pre-estimated liquidated damages as mentioned in this Article, shall be refunded/paid by the Promoter to the Allottee/s (or at the sole option of the Promoter to the bank / financial institution / financier from whom the Allottee/s has/have availed of a housing loan) within thirty (30) Days from the date of execution and registration of a Deed of Cancellation (in terms of a draft prepared by the Promoter) recording the termination and cancellation of this Agreement and any related and incidental documents and writings, if called upon by the Promoter to do so. It is agreed and clarified that other than the aforesaid refund amount with Interest thereon and pre-estimated liquidated damages as mentioned in this Article to be paid, the Promoter shall not be liable to make payment of any further or other amount, damages, compensation amounts, or liabilities to the Allottee/s. It is further agreed and clarified that in the event the Promoter does not call upon the Allottee/s to execute and register the aforesaid Deed of Cancellation, then the aforesaid refundable amount with Interest thereon, and pre-estimated liquidated damages as mentioned in this Article, shall be refunded / paid by the Promoter within thirty (30) Days from the date of termination of this Agreement.

- 11.3 If the Allottee/s commits an Event of Default (defined hereinafter), the Promoter shall be fully and freely entitled, in its discretion, and without prejudice to all its rights and remedies herein, and under Applicable Law (defined hereinafter), to deliver to the Allottee/s a fifteen (15) Days prior notice in writing of its intention to terminate and cancel this Agreement, and if the Allottee/s fails, refuses and/or neglects to remedy or rectify such Event of Default, to the satisfaction of the Promoter, by the expiry of the aforesaid notice period of fifteen (15) Days, then this Agreement and any writings that may have been executed in pursuance hereof shall ipso facto automatically and forthwith stand cancelled and terminated without any further act, deed, matter or thing being required to be done, executed and performed, by the Parties. On the cancellation and termination as envisaged in this Article (11.3), the Allottee/s shall be liable to bear and pay to the Promoter the pre-estimated liquidated damages equivalent to ten per-cent of the Purchase Price (which the Parties have considered, and mutually agreed, to be reasonable and not being a penalty) (hereinafter referred to as the “**Liquidated Damages**”) together with the other reimbursements / amounts payable by the Allottee/s to the Promoter, on the termination of this Agreement, which comprise of (i) Interest (defined hereinafter) on delayed payments, if any; together with (ii) the brokerage/commission paid to estate agent/s in relation to the allotment of the Apartment; together with, (iii) all costs, charges and expenses incurred by the Promoter for provision/installation in the Apartment of any extra or premium fixtures, fittings, etc., in place of or in addition to the standard fixtures, fittings, etc. to be provided therein, as may have been required by the Allottee/s; together with, (iv) all costs, charges and expenses incurred by the Promoter for the white goods, commodity/ies, gift/s, service/s or facility/ies, if provided free of cost, or at a concessional rate/price, as and by way of promotional activity or otherwise, to the Allottee/s; together with, (v) Taxes paid / payable; and together with, (vi) all charges / fees / Pre EMIs / interest (by whatsoever name called), if any paid / required to be paid by the Promoter to banks or financial institutions or any other financiers, including any charges that may be paid / incurred/required to be paid by the Promoter under subvention scheme and/or any other scheme (hereinafter collectively referred to as the “**Other Reimbursements / Amounts Payable On Termination**”). In view thereof, the Liquidated Damages and the Other Reimbursements / Amounts Payable On Termination shall be deducted and appropriated by the Promoter from and out of the Purchase Price paid by the Allottee/s, and received and realised by the Promoter, and the net balance thereof, if any, shall be paid to the Allottee/s (or at the sole option of the Promoter to the bank / financial institution / financier from whom the Allottee/s

has/have availed of a housing loan) within thirty (30) Days of the execution and registration by the Parties hereto of the Deed of Cancellation (in terms of a draft prepared by the Promoter) recording the termination and cancellation of this Agreement and any related and incidental documents and writings, if so required by the Promoter in its sole discretion. It is agreed and clarified that if any part of the Liquidated Damages and the Other Reimbursements / Amounts Payable On Termination is not recoverable from the Purchase Price paid by the Allottee/s, the same shall be paid by Allottee/s to the Promoter within fifteen (15) Days from the aforesaid cancellation and termination along with Interest thereon till receipt of the aforesaid amount (including the accrued Interest) by the Promoter. It is further agreed and clarified that other than the aforesaid amount to be refunded, the Promoter shall not be liable to refund to the Allottee/s any amounts, charges, liabilities, compensation or damages whatsoever.

11.4 Wherever the term “**Event of Default**” appears in this Agreement, the same includes the occurrence of all or any of the following events:

- (a) the Allottee/s delaying, or committing default in making, and/or failing, refusing, or neglecting, to make payment of any of the Aggregate Payments, or any part/s or installment/s thereof, as the case may be, on or before respective due dates; and/or
- (b) the Allottee/s committing any breach or default of, or not being in observance, performance, or compliance with any of the terms, conditions, covenants, undertakings, representations and/or warranties contained in this Agreement, and/or as given by him/her/them/it under this Agreement, and/or of any Approvals and/or Applicable Law (defined hereinafter), etc.; and/or
- (c) the Allottee/s has/have been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be; and/or
- (d) the Allottee/s receiving any notice from any concerned authorities, and/or any foreign state or government, and/or any authorities of any foreign state or government, under any laws, rules, or regulations, and/or the Allottee/s involvement in any money laundering and/or illegal activity/ies, and/or the Allottee/s being declared to be proclaimed offender/s and/or a warrant being issued against him/her/them/it under any laws, rules, or regulations; and/or
- (e) the Allottee/s failing, neglecting, or refusing, to attend at the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances concerned, for registration of this Agreement, and/or admitting execution thereof within the time frame stipulated by the Promoter.

11.5 It is agreed and confirmed by the Allottee/s that upon the termination and cancellation of this Agreement, under any of the terms, conditions and provisions of the Agreement, including under Article (5) or Article (11), the following shall forthwith apply and bind the Allottee/s, that is:

11.5.1 the Allottee/s shall cease to have any right, title, interest, claim, or demand in or to the Apartment and the Parking Space/s, under this Agreement and any related and incidental documents and writings, and the Promoter shall be fully and freely entitled to allot and sell, deal with and/or otherwise alienate the same, as the Promoter deems fit, in its discretion;

11.5.2 any mortgage, charge, lien or security interest created by the Allottee/s over the Apartment, and/or the Allottee/s interest under this Agreement, shall automatically stand terminated, cancelled, released and discharged, without any act, deed, matter or thing required to be done, executed or performed.

- 11.6 It is irrevocably agreed and confirmed by the Allottee/s that in the event the Allottee/s fails, refuses and/or neglects to come forward to sign/execute the Deed of Cancellation as referred to in Articles (5.14), (11.2) or (11.3) of this Agreement, and admit execution thereof before the concerned Sub-Registrar of Assurances, within a period of fifteen (15) days from the date the Promoter has called upon the Allottee/s to do so, then in such an event the Promoter shall be entitled to, and shall have the absolute and irrevocable right and authority, to sign and execute the Deed of Cancellation and all related and/or incidental deeds, documents and writings in respect thereof (hereinafter collectively referred to as the “**Cancellation Documents**”) for and on behalf of the Allottee/s, and get the same, or such of them as may be required, registered with the concerned Sub-Registrar of Assurances, and to do, execute and perform all acts, deeds, things and matters related and/or incidental thereto, for and on behalf of the Allottee/s, and for the said purposes, the Allottee/s hereby irrevocably nominates, constitutes, appoints and authorises the Promoter, acting through any of its directors or authorised representatives, from time to time, to be the constituted attorney of the Allottee/s, and in the name, and for and on behalf, of the Allottee/s, to do, execute and perform the following acts, deeds, things and matters, that is to say:-
- 11.6.1 to sign and execute the Cancellation Documents for and in respect of the cancellation and termination of this Agreement and any related and incidental documents and writings;
- 11.6.2 to present and lodge the Cancellation Documents, or such of them as may be required, before / with the concerned Sub-Registrar of Assurances, and admit execution thereof, and to do, execute and perform all necessary acts, deeds, things and matters for getting the same effectively registered, and to collect the originals thereof after the same have been duly registered;
- 11.6.3 in case the Promoter has made payment of the stamp duty in respect of this Agreement, to apply for and obtain from the concerned authorities, including those under the Maharashtra Stamp Act, 1958, refund of the stamp duty paid in respect of this Agreement.
- 11.6.4 to give and provide proper receipts and discharges for such refund to the concerned authorities;
- 11.6.5 for the purposes aforesaid, to do, execute and perform all necessary acts, deeds, things and matters, including to sign, execute, affirm, submit and file all necessary correspondence, applications, forms, affidavits, declarations, undertakings, indemnities, authorizations, and other documents and writings.

The Allottee/s hereby irrevocably agrees and undertakes to ratify and confirm all and whatsoever that shall be done, executed and performed by the Promoter in exercise of the aforesaid powers and authorities. The aforesaid rights, entitlements, powers and authorities in favour of the Promoter are without prejudice to, and in addition to, all the other rights, remedies and entitlements available to the Promoter under this Agreement and/or under Applicable Law.

- 11.7 It is agreed and confirmed by the Allottee/s that in case the Promoter has made payment of the stamp duty in respect of this Agreement, then the Promoter shall be fully entitled and at liberty to apply for and obtain refund of such stamp duty from the concerned authority/ies, including those under the Maharashtra Stamp Act, 1958, and in the event the same or any part thereof is received, to appropriate the said amount to and for itself, towards reimbursement of the stamp duty paid by it. The Allottee/s shall not raise any objection, dispute or claim in respect of the aforesaid.

ARTICLE 12 - INSURANCE

Upon Project Completion occurring and subsequently upon completion of construction of the Common Areas & Amenities the same shall be respectively insured by the Promoter, to such extent, as it deems fit, in its discretion, against risks including third-party liability, acts of God, etc., but not in respect of any articles, chattels, goods, or personal effects therein; all of which shall be suitably insured by the allottees and purchasers at his/her/their/its own cost and liability. The cost of the insurances to be obtained by the Promoter shall be recovered from the Allottee/s as a part of the Other Charges & Deposits and the Allottee/s shall bear and pay the same.

ARTICLE 13 – INDEMNITY

- 13.1 The Allottee/s hereby agree/s and undertake/s to indemnify and keep indemnified and saved harmless, at all times, the Indemnified Parties (defined hereinafter), and their estates and effects, against all loss or damage, and/or any suits, actions, proceedings or notices that they, or any of them, may sustain and suffer, and all costs, charges and expenses, that they, or any of them, may incur by reason, or as a result of: (a) any failure, breach, default, non-observance, non-performance, or non-compliance, by the Allottee/s of any of the terms, conditions and provisions of this Agreement, and/or (b) any accident or injury caused to, or suffered by, the Allottee/s, or his/her/their/its family members, guests, servants, agents, representative/s, and any person/s residing in, or occupying, or entering upon, Sector 5, including any persons visiting the Allottee/s or his/her/their/its family, guests or visitors or staff, and all persons claiming through or under them or any of them.
- 13.2 Wherever the term “**Indemnified Parties**” appears in this Agreement, the same shall mean the Promoter, Promoter Affiliates (defined hereinafter) and the PMC, and their respective directors, partners, shareholders, constituents, representatives, officers, employees, servants, agents, and all persons claiming under them, and their respective successors and assigns.

ARTICLE 14 - NO LIABILITY

- 14.1 Neither the Promoter, nor any Promoter Affiliates (defined hereinafter), nor the PMC, nor any of their respective directors, officers, employees, agents, or contractors, shall be liable to the Allottee/s, and/or any persons claiming through or under the Allottee/s, or otherwise, for and/or in respect of:
- 14.1.1 any harm, injury, loss or damage to any person/s, or property caused by, or through, or in any way associated with, a failure, malfunction, explosion or suspension of electricity, telephone, gas, water, drainage, or sewerage, supply or connections to Sector 5 or any part thereof, and whether or not the same is caused by any Force Majeure (defined hereinafter), or otherwise howsoever;
- 14.1.2 any harm, injury, loss, damage, or inconvenience suffered by, and/or caused to, any person/s, or property, due to, or related to, or caused by, or in the course of the use, or entry into the Apartment, and/or the access to any part of Sector 5; and,
- 14.1.3 for the security, safekeeping and insurance, of Sector 5, or any part thereof, and of any person/s therein, and/or of the contents and possessions thereof.

ARTICLE 15 - GENERAL PROVISIONS

15.1 Interest

- 15.1.1 Without prejudice to all the Promoter’s rights and remedies herein, and under Applicable Law (defined hereinafter), the Allottee/s shall be liable to pay, to

the Promoter, Interest on all outstanding, overdue, and/or unpaid, Aggregate Payments calculated from the due date for payment thereof till payment in full (with accrued Interest). In addition to the Allottee/s's liability to pay Interest as aforesaid, the Allottee/s shall also be liable to pay and reimburse to the Promoter, all costs, charges, expenses and damages whatsoever, which may be incurred, borne, suffered, or paid, by the Promoter, including in relation to any suits, actions, proceedings, or notices filed, instituted or issued by or against it, for the purpose of enforcing any of its claims, rights and/or benefits under this Agreement and/or for enforcing obligations, payments of and recovering from the Allottee/s such outstanding amounts, charges and liabilities, including Interest as aforesaid under this Agreement.

15.1.2 Wherever the term “**Interest**” appears in this Agreement, the same shall mean interest payable by Allottee/s to the Promoter or by the Promoter to the Allottee/s, as the case may be, at the rate of two percent above the State Bank of India highest Marginal Cost of Lending Rate; provided in case the State Bank of India Marginal Cost of Lending Rate is not in use then interest shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

15.2 Allottee/s Obligation of Confidentiality

15.2.1 The Allottee/s shall during the subsistence of this Agreement and at all times thereafter, keep strictly confidential all Confidential Information (defined hereinafter), and shall not, without the prior written permission of the Promoter, which may be granted, or refused, in the Promoter's discretion, disclose, or divulge, directly, or indirectly to any third party, except to the Allottee/s advisors and officers (subject always to similar duties of confidentiality), any Confidential Information, except where any Confidential Information:

15.2.1.1 is required by Applicable Law (defined hereinafter) to be disclosed;

15.2.1.2 is required to be disclosed by any governmental authority/ies with relevant powers to which the Allottee/s is subject or submits;

15.2.1.3 is or shall (otherwise than by breach or default of this Agreement) be in the public domain;

15.2.1.4 is required in connection with any financing which the Allottee/s may require or has already obtained in terms and in accordance with this Agreement.

15.2.2 Without prejudice to the generality of the foregoing provisions, the Allottee/s agree/s and undertake/s that no press releases, statements, interviews, publicity, advertisement, notices, disclosures, and/or any other publicity, whether in print or digital media (including social media), of, or concerning, or related to, the agreement for allotment and sale herein, and/or any Confidential Information, shall be directly or indirectly issued, given, made, motivated, distributed, generated, or disseminated, in any manner, and by the Allottee/s, without the prior written permission of the Promoter, which permission may be refused by the Promoter, in its discretion.

15.2.3 Wherever the term “**Confidential Information**” is used in this Agreement, the same shall include all information imparted by the Promoter to the Allottee/s, and obtained by the Allottee/s under, and/or in connection with this Agreement on, before, or after, the date of execution of this Agreement, relating to the Sector 5 Land, and/or Sector 5 and/or the Project, and/or the External Infrastructure, and/or current or projected plans or affairs of the

Promoter, or Promoter Affiliates (defined hereinafter), including: (i) this Agreement and the terms hereof, (ii) all documents, records, writings, Plans, Approvals, the Informative Materials, etc., product information and unpublished information related thereto, and any other commercial, financial or technical information relating to the Whole Project Land, and/or Portion A, and/or Portion B, and/or the External Infrastructure, and/or Sector 5, or any part/s thereof, and (iii) the existence of any discussions, or negotiations, any proposal of business terms, and any due diligence materials, and other transaction documents, in each case to the extent relating to the transaction contemplated under this Agreement.

15.3 Intellectual Property

- 15.3.1 The Allottee/s acknowledge/s that all Intellectual Property (defined hereinafter) is and shall always be exclusively owned and held by the Promoter alone and that the Allottee/s shall never have any right, title, interest or licence in respect thereof;
- 15.3.2 The Allottee/s shall not reproduce/replicate/publish or use in any manner howsoever, whether for commercial purposes, personal reasons, or otherwise, any Intellectual Property (defined hereinafter), and/or any Plans, Approvals, Informative Materials and/or any such materials which may be created or intended/proposed to be created or marketed by the Promoter, and disclosed to the Allottee/s, prior to, or during the subsistence of, the Agreement;
- 15.3.3 The Allottee/s shall immediately bring to the notice of the Promoter any improper or wrongful use or any unauthorised replication/reproduction of Intellectual Property (defined hereinafter), by any persons or parties, which has come to its/their knowledge;
- 15.3.4 Wherever the term “**Intellectual Property**” is used in this Agreement, the same means the wordmark “*Kalpataru*” and any combination of words in which such name and word mark is used and any word, name, device, symbol, logos, corporate names, insignia, emblems, work marks, slogan, design, brand, service mark, service names, trade name, trade dress, patents, circuit layouts, business and domain names, copyrights, other distinctive feature or any combination of the aforesaid, whether registered or unregistered, and used in connection with the businesses and activities of the Promoter and/or in respect of the Whole Project Land and/or the developments and projects to be undertaken thereon from time to time (with all amendments, upgrades, additions or improvements thereto), and product configuration, industrial design, or trade secret law or any other laws with respect to designs, formulas, algorithms, procedures, methods, techniques, ideas, know-how, programs, subroutines, tools, inventions, creations, improvements, works of authorship, other similar materials and all recordings, graphs, designs, drawings, reports, analyses, other writings and any other embodiment of the foregoing, in any form whether or not specifically listed herein, which may subsist in any part of the world, for the full term of such rights, including any extension to the terms of such right.

15.4 Notices

- 15.4.1 All notices, intimations, demands, correspondence and other communications to be served on the Allottee/s or the Promoter, as the case may be, under, and/or in pursuance of this Agreement, shall be deemed to have been duly, effectively and sufficiently delivered, if dispatched to the Allottee/s or the Promoter by Registered Post A.D., or by hand delivery, to the postal address, and/or by e-mail, at the e-mail address of the Allottee/s and the Promoter,

respectively, as recorded in the Statement annexed hereto and marked Annexure 'H'

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

15.4.3 That in case there are Joint Allottee/s all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/s.

15.5 Amendment

15.5.1 Neither this Agreement, nor any term or provision hereof, shall be changed, waived, discharged, or amended, orally, except that any term of this Agreement may be amended and the observance of any such term may be waived (either generally or in a particular instance and either retroactively or prospectively) by the parties; provided however that no such waiver shall extend to or affect any obligation of a Party not expressly waived by the other Party, or impair any right consequent therein.

15.5.2 Neither the failure to exercise, nor any delay in exercising, any right, power, privilege or remedy, by a Party, under this Agreement, shall in any way impair or affect the exercise thereof by such Party, or operate as a waiver thereof by the Promoter in whole or in part.

15.6 Promoter's Rights Cumulative

The rights, powers, privileges and remedies of the Promoter under this Agreement, are and shall always be cumulative, and are not exclusive of any rights, powers, privileges or remedies of the Promoter, as may be available under Applicable Law (defined hereinafter), or otherwise.

15.7 Severability

If any provision of this Agreement shall be determined to be void or unenforceable under RERA, or under other Applicable Law, such provisions of this 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 RERA or Applicable Law (defined hereinafter), as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

15.8 Entire Agreement

Unless otherwise specifically stated to the contrary herein, this Agreement constitutes and contains the entire, composite and complete agreement between the Parties with respect to the agreement herein for allotment and sale of the Apartment, and supersedes all prior letters of intent, term sheets, writings, correspondence, e-mails, communications, negotiations, Informative Materials etc. (whether oral or written), issued, and/or executed and/or exchanged between the Parties, and/or their respective agents, representatives and officers; none of which shall be referred to and/or relied upon by the Allottee/s. All terms & conditions as contained hereunder shall be subject to the provisions of the Real Estate (Regulation & Development) Act, 2016.

15.9 Registration

15.9.1 The Promoter and the Allottee/s shall, as required under RERA, immediately after the execution of this Agreement but in any event, not later than four (4) months from the date hereof, at the Allottee/s' own costs, expenses and initiation, present and lodge this Agreement for registration with the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances concerned, and admit execution of the same.

15.9.2 The Allottee/s has been informed, and is aware, that this Agreement is to be executed and registered with the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances concerned, upon making payment of 10% of the Purchase Price and failure of the same may result in action by the concerned Authorities. In view thereof, the Allottee/s agrees and accepts that he/she/it/they shall be solely liable and responsible for all the costs, charges and consequences that the Promoter may incur or suffer on account of the failure of the Allottee/s to execute, and register with the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances concerned, this Agreement, for any reason whatsoever, and the Promoter shall not be liable or responsible for the non-registration of this Agreement and for the consequences arising therefrom, nor shall the Promoter be liable to pay any penalty for their late attendance to complete the registration formalities.

15.10 Informative Materials; Show Apartment

15.10.1 The Allottee/s is/are fully and completely informed and is/are aware that all advertisements, publicity, or promotions, of whatsoever nature in respect of the Sector 5, including the Project, in any media, including print, and/or electronic, and/or digital media, and includes writings, brochures, leaflets, pamphlets, handouts, presentations, advertisements, oral or written representations, made and/or published, and/or generated by, or on behalf of, the Promoter, and any other such information or materials as may be made, or published by, or on behalf of the Promoter; and includes publicity reports and includes the show/sample apartment/units with fixtures, fittings and amenities etc. provided therein, and/or all matters related or incidental thereto (hereinafter collectively referred to as the “**Informative Materials**”), have been, and always will be, merely for the sake of convenience, whereby the terms, conditions, and provisions of this Agreement shall solely and exclusively apply and control.

15.10.2 The show/sample apartment including all furniture, items, electronic goods, amenities etc. therein, if any, are only for representational purposes for depicting lifestyle and illustrating a possible option of the design and layout of the apartment/unit. The Promoter is not liable or obligated to provide the Apartment as per show/sample apartment/unit with furniture, items, electronic goods, amenities etc. therein.

15.11 Definitions & Interpretation

15.11.1 Wherever the following terms are used in this Agreement, the same shall have the meanings respectively assigned to them below:

- (a) “**Agreement**” means this Agreement and includes all recitals and schedules herein and all annexures hereto, and also includes any modification hereof reduced to writing and executed by the duly authorised representative/s of the Promoter and by the Allottee/s; which writing shall be expressed to be supplemental to, or as a modification or amendment of, this Agreement.

- (b) “**Applicable Law**” includes all laws, rules, regulations, development control rules and regulations including the orders, judgments, decrees, ordinances, guidelines, notices, notifications, schemes, Government Resolutions (GRs) and directions, the Approvals, and the terms and conditions thereof, as may be issued, or imposed, or required, or mandated, in any manner by any concerned authority/ies, or courts of law, or judicial or quasi-judicial bodies or authorities, and as are, or may be, in force from time to time, and/or applicable to the Whole Project, and/or Sector 5, and/or Sector 5 Land, or any part/s thereof; all being of the Republic of India.
- (c) “**Day**” means a working day, in the State of Maharashtra, as notified by the State Government of Maharashtra from time to time.
- (d) “**Force Majeure**” includes any: (1) event or condition of force majeure, acts of God, wars, police actions, or hostilities (whether declared or not), invasions, acts of foreign enemies, rebellions, terrorism, revolutions, insurrections, military or usurped powers, civil wars / disturbance, riots, commotions, disorders, strikes, lockouts, munitions of war, explosive materials, ionization, radiation or contamination by radioactivity, epidemics / pandemics, and natural calamities/catastrophes such as, but not limited to, earthquakes, hurricanes, typhoons, volcanic activities or adverse climatic conditions, (2) breach, delay or default of the Allottee/s in complying with his/her/their/its obligations, duties and liabilities under this Agreement and/or Applicable Law, (3) hindrance, interference, or obstruction, suffered by the Promoter, in relation to the development of the Whole Project Land, and/or Sector 5 including the Project, (4) claim, dispute, litigation, notice, order, prohibitory order, judgement, decree, rule, regulation, circular, notification or directive (including imposing of lockdown or curfew), and/or policies of, any concerned authorities, courts, tribunals, quasi-judicial bodies or authorities, or other person/s, and/or terms and conditions of any Approvals, which affects the Whole Project Land, and/or the development thereof, and/or Sector 5 including the Project, (5) delay or refusal in issue of any Approvals, including occupation certificate/s, as may be required in respect of the Project and/or any of the Balance Project of Sector 5, and/or the Common Areas & Amenities, to be issued by any concerned authorities, (6) supply chain disruptions, (7) shortages in supply or availability of construction materials (including sanitary ware, fixtures and fittings) or labour / workmen, (8) circumstances or conditions beyond the control of the Promoter, and (9) any other circumstances that may be deemed reasonable by the concerned authorities.
- (e) “**Promoter Affiliates**” means any company/ies, entity/ies, concern/s or person/s who/which is/are nominee/s of, and/or group, holding, or affiliate, or subsidiary company/ies, entity/ies, or concern/s, of the Promoter, and/or associated, or affiliated, with the Promoter by contract, or otherwise.

15.11.2 In this Agreement:

- (a). unless the subject or context otherwise requires, reference to the word “*include*”, “*includes*” or “*including*” shall be construed as without limitation;
- (b). reference to the terms “*herein*”, “*hereto*”, “*hereof*”, or “*thereof*”, and any other similar terms refer to this Agreement and not to the particular

provision in which the term is used, unless the subject or context otherwise requires;

- (c). bold typeface, headings and titles are used for convenience of reference only and shall not affect the construction of this Agreement, and/or limit, extend, or define any of the terms, conditions and provisions hereof;
- (d). wherever the Allottee/s has/have confirmed, and/or accepted, and/or acknowledged, and/or agreed to, and/or given any undertaking in respect of, any act, deed, matter, thing, item, action, or term or provision of this Agreement, the same means, and shall be deemed to mean, the irrevocable and unconditional confirmation, acceptance, acknowledgement, agreement, undertaking, declaration, representation and warranty on the part of the Allottee/s, in respect of, and/or in relation, to such act, deed, matter, thing, item, action, or provision;
- (e). wherever reference is made to the “*discretion of the Promoter*”, or “*Promoter’s discretion*”, and any grammatical variations thereof, the same means, and shall be deemed to mean, the sole, absolute and unfettered discretion of the Promoter, which irrevocably binds the Allottee/s and all other concerned persons, and which shall not be called into question, and/or challenged, and/or disputed in any manner, on any grounds whatsoever, by the Allottee/s and all concerned persons;
- (f). wherever reference is made to the “*entitlement*” of the Promoter, and/or the Promoter being “*entitled*”, and any grammatical variations thereof, the same means, and shall be deemed to mean, the full complete, absolute, exclusive and unfettered entitlement and liberty of the Promoter in its sole discretion, over, and/or in relation, to the act, deed, matter, or thing in question;
- (g). time is of the essence in respect of the performance by the Allottee/s of all his/her/their/its obligations, including financial obligations. If any time period specified herein is extended in writing by the Promoter in its discretion, such extended time period shall also be of the essence;
- (h). references to recitals, articles, clauses, schedules and annexures shall be reference to the recitals, articles, clauses, schedules and annexures contained in, or annexed to, this Agreement, as the case may be;
- (i). references to laws, rules or regulations, or to any provision/s thereof, shall include references to any such law, rules and regulations as they may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation, including rules or regulations, made from time to time under that provision;

15.12 Costs

- 15.12.1 All costs, charges and expenses, including stamp duty and registration charges payable upon and in respect of this Agreement and all related and incidental documents and writings, shall be borne and paid solely by the Allottee/s;
- 15.12.2 All costs, charges and expenses, stamp duty, registration charges, Taxes etc., arising, and/or payable, in respect of all deeds, documents, instruments and writings incidental or related to this Agreement, and/or to be executed in pursuance hereof, that is: (i) transfer and conveyance of structure of the

Project to the Entity & Organisation, (ii) transfers and conveyance of structures of the Balance Projects to the respective entities and organisations formed in respect thereof, (iii) the transfer and conveyance of the balance/remaining development of Sector 5 including the Common Areas & Amenities and certain Limited Common Areas & Amenities (but excluding the building structures transferred and conveyed to the respective entities and organisations) to the Sector 5 Organisation and the transfer of the Whole Project Land to the Apex Body; and all other related and incidental deeds, documents and writings including all costs, charges and expenses for preparing and engrossing the same, professional fees or charges payable to the Promoter's Advocates & Solicitors and towards stamp duty and registration fees, shall: (a) in respect of the documents and writings referred to in (i) above be proportionately borne and paid by the Allottee/s and by all other allottees/purchasers of Premises in the Project and/or the Entity & Organisation in respect of the Project, (b) in respect of, documents and writings referred to in (ii) above be proportionately borne and paid by the allottees and purchasers of all Premises and/or the entities and organisations formed in respect of the Balance Projects, and (c) in respect of, documents and writings referred to in (iii) above by all entities and organisations to be formed and constituted in respect of Sector 5 and/or the Sector 5 Organisation, in respect of (iv) above shall be payable by the Apex Body and/or its constituents. The Promoter shall not be liable to bear and pay any such liabilities, or contribute towards the same.

15.13 Successors and Assigns

15.13.1 No rights, liabilities or obligations under this Agreement shall be assigned by the Allottee/s without the prior written consent of the Promoter;

15.13.2 The Promoter shall always be entitled, in its discretion, to assign this Agreement, and/or all, or any of, its rights and obligations under this Agreement, to any Promoter's Affiliates, including any entity in pursuance of an amalgamation, merger, demerger, or other corporate restructuring of the Promoter.

15.14 Laws

This Agreement and the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with Applicable Law.

15.15 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 Real Estate Regulatory Authority as per the provisions of the RERA or the arbitration referred below.

All disputes, differences and/or claims arising under or in respect of this Agreement, and/or any terms, conditions or provisions hereof, shall be referred to arbitration of a sole arbitrator, who shall be one of the three persons named (in writing) by the Promoter to the Allottee/s, out of which the Allottee/s shall select one name, and such person shall thereupon act as the sole arbitrator and the decision/award of such arbitrator shall be final and binding on the Parties. The arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be in English language and shall be held only in Mumbai. The arbitrator shall have summary powers and be entitled to give interim directions and awards from time to time. The cost of the arbitration proceedings shall be borne by the Promoter and the Allottee/s in equal shares.

15.16 Jurisdiction

This Agreement shall be governed in all respects by Applicable Law and subject to the provisions of Article (15.15) (Dispute Resolution), courts at Thane shall have exclusive jurisdiction.

15.17 **Survival**

This Article (15.17), Article (11) (Consequences of Termination), Article (15.2) (Allottee/s Obligation of Confidentiality), Article (15.4) (Notices), Article (15.15) (Dispute Resolution), Article (15.16) (Jurisdiction), and all other rights and obligations of the Parties that are held after, and/or are required to be observed and performed upon and after the termination of this Agreement, shall survive the termination of this Agreement, and the Parties shall continue to respectively hold such rights, and be bound, liable and obliged to comply with their obligations in respect thereof.

15.18 The Promoter and Allottee/s respectively state/s that they are respectively assessed to Income Tax and their respective Permanent Account Numbers are as mentioned in the Statement annexed hereto and marked Annexure 'H'.

THE FIRST SCHEDULE ABOVE REFERRED TO **(Description of the Whole Project Land)**

FIRSTLY: Part A Land

All that piece or parcel of land or ground and structures thereon, admeasuring approximately 102.99 Acres equivalent to approximately 4,16,807 square meters, situate, lying and being all of Village Balkum in the City, Taluka and District of Thane, Maharashtra and within the Registration District and Sub-District of Thane, Maharashtra, bearing Survey No.202, Hissa No.7/1(new Survey No.97, Hissa No.7A), Survey No.204, Hissa No.1 (new Survey No.99, Hissa No.1), Survey No.200, Hissa No.34 (new Survey No.95, Hissa No.34), Survey No.202, Hissa No.2 (new Survey No.97, Hissa No.2), Survey No.202, Hissa No.3 (new Survey No.97, Hissa No.3), Survey No.202, Hissa No.6B (new Survey No.97, Hissa No.6B), Survey No.203, Hissa No.4 (new Survey No.98, Hissa No.4), Survey No.203, Hissa No.5 (new Survey No.98, Hissa No.5), Survey No.200, Hissa No.28 (new Survey No.95, Hissa No.28), Survey No.194, Hissa No.12 (new Survey No.89, Hissa No.12), Survey No.194, Hissa No.16 (new Survey No.89, Hissa No.16), Survey No.203, Hissa No.3 (new Survey No.98, Hissa No.03), Survey No.199, Hissa No.1 (new Survey No.94, Hissa No.1), Survey No.200, Hissa No.26/1 (new Survey No.95, Hissa No.26A), Survey No.198, Hissa No.1 (new Survey No.93, Hissa No.1), Survey No.198, Hissa No.2 (new Survey No.93, Hissa No.2), Survey No.198, Hissa No.3 (new Survey No.93, Hissa No.3), Survey No.199, Hissa No.2 (new Survey No.94, Hissa No.2), Survey No.200, Hissa No.21/1 (new Survey No.95, Hissa No.21/A), Survey No.200, Hissa No.2 (new Survey No.95, Hissa No.2), Survey No.195, Hissa No.10B (new Survey No.90, Hissa No.10B), Survey No.195, Hissa No.6 (new Survey No.90, Hissa No.6), Survey No.195, Hissa No.1 Part (new Survey No.90, Hissa No.1), Survey No.195, Hissa No.9 (new Survey No.90, Hissa No.9), Survey No.187, Hissa No.2D + 4/B/1 (new Survey No.79, Hissa No.2A), Survey No.187, Hissa No.2C +4/1A (new Survey No.79, Hissa No.2B), Survey No.195, Hissa No.3/4 (new Survey No.90, Hissa No.3/D), Survey No.195, Hissa No.3/5 (new Survey No.90, Hissa No.3/E), Survey No.195, Hissa No.2 (new Survey No.90, Hissa No.2), Survey No.195, Hissa No.4 (new Survey No.90, Hissa No.4), Survey No.195, Hissa No.7 (new Survey No.90, Hissa No.7), Survey No.193, Hissa No.9/1 (new Survey No.88, Hissa No.9/A), Survey No.193, Hissa No.1 (new Survey No.88, Hissa No.1A), Survey No.205, Hissa No.7P (new Survey No.100, Hissa No.7), Survey No.200, Hissa No.23B (new Survey No.95, Hissa No.23B), Survey No.200, Hissa No.24 (new Survey No.95, Hissa No.24), Survey No.201, Hissa No.3B (new Survey No.96, Hissa No.3B), Survey No.200, Hissa No.06 (new Survey No.95, Hissa No.6), Survey No.200, Hissa

No.11/2 (new Survey No.95, Hissa No.11B), Survey No.202, Hissa No.1 (new Survey No.97, Hissa No.1), Survey No.202, Hissa No.9/3 (new Survey No.97, Hissa No.9), Survey No.195, Hissa No.13 (new Survey No.90, Hissa No.13), Survey No.204, Hissa No.2 (new Survey No.99, Hissa No.2), Survey No.203, Hissa No.7 (new Survey No.98, Hissa No.7), Survey No.203, Hissa No.9 (new Survey No.98, Hissa No.9), Survey No.194, Hissa No.9 (new Survey No.89, Hissa No.9), Survey No.200, Hissa No.33 (new Survey No.95, Hissa No.33), Survey No.204, Hissa No.16 (new Survey No.99, Hissa No.16), Survey No.200, Hissa No.13 (new Survey No.95, Hissa No.13), Survey No.204, Hissa No.3P (new Survey No.99, Hissa No.3A), Survey No.194, Hissa No.6 (new Survey No.89, Hissa No.6), Survey No.194, Hissa No.10 (new Survey No.89, Hissa No.10), Survey No.200, Hissa No.21/3 (new Survey No.95, Hissa No.21/C), Survey No.200, Hissa No.1 (new Survey No.95, Hissa No.1), Survey No.198, Hissa No.4 (new Survey No.93, Hissa No.4), Survey No.187, Hissa No.5 (new Survey No.79, Hissa No.5), Survey No.204, Hissa No.4 (new Survey No.99, Hissa No. 4), Survey No.187, Hissa No.7 (new Survey No.79, Hissa No.7), Survey No.200, Hissa No.7/3 (new Survey No.95, Hissa No.7/C), Survey No.200, Hissa No.7/2 (new Survey No.95, Hissa No.7/B), Survey No.205, Hissa No.2 (new Survey No.100, Hissa No.2), Survey No.202, Hissa No.6A (new Survey No.97, Hissa No.6A), Survey No.202, Hissa No.7/2 (new Survey No.97, Hissa No.7B), Survey No.203, Hissa No.8/1 (new Survey No.98, Hissa No.8A), Survey No.200, Hissa No.19 (new Survey No.95, Hissa No.19), Survey No.200, Hissa No.25 (new Survey No.95, Hissa No.25), Survey No.187, Hissa No.1/B (new Survey No.79, Hissa No.1B), Survey No.194, Hissa No.2 (new Survey No.89, Hissa No.2), Survey No.202, Hissa No.5 (new Survey No.97, Hissa No.5), Survey No.202, Hissa No.8 (new Survey No.97, Hissa No.8), Survey No.200, Hissa No.16 (new Survey No.95, Hissa No.16), Survey No.187, Hissa No.1A (new Survey No.79, Hissa No.1A), Survey No.195, Hissa No.3/3 (new Survey No.90, Hissa No.3C), Survey No.200, Hissa No.15 (new Survey No.95, Hissa No.15), Survey No.200, Hissa No.17A,17B,17C (new Survey No.95, Hissa No.17A, 17B and 17C), Survey No.187, Hissa No.4/1 (new Survey No.79, Hissa No.2A), Survey No.187, Hissa No.2A (new Survey No.79, Hissa No.2A), Survey No.187P, Hissa No.4/1 (new Survey No.79, Hissa No.2B), Survey No.187, Hissa No.2B (new Survey No.79, Hissa No.2B), Survey No.187, Hissa No.4 (new Survey No.79, Hissa No.4), Survey No.187, Hissa No.06 (new Survey No.79, Hissa No.6), Survey No.187, Hissa No.8 (new Survey No.79, Hissa No.8), Survey No.193, Hissa No.3/1 (new Survey No.88, Hissa No.3A), Survey No.193, Hissa No.3/2 (new Survey No.88, Hissa No.3B), Survey No.193, Hissa No.3/3 P (new Survey No.88, Hissa No.3D), Survey No.193, Hissa No.8 (new Survey No.88, Hissa No.8), Survey No.193, Hissa No.13P (new Survey No.88 Hissa No.13), Survey No.194, Hissa No.3P (new Survey No.89, Hissa No.3), Survey No.194, Hissa No.5P (new Survey No.89, Hissa No.5), Survey No.194, Hissa No.14 (new Survey No.89, Hissa No.14), Survey No.194, Hissa No.1 (new Survey No.89, Hissa No.1), Survey No.194, Hissa No.08 (new Survey No.89, Hissa No.8), Survey No.193, Hissa No.11 (new Survey No.88, Hissa No.11), Survey No.194, Hissa No.4(1) (new Survey No.89, Hissa No.4), Survey No.194, Hissa No.11 (new Survey No.89, Hissa No.11), Survey No.200, Hissa No.3 (new Survey No.95, Hissa No.3), Survey No.200, Hissa No.11/1 (new Survey No.95, Hissa No.11A), Survey No.200, Hissa No.12 (new Survey No.95, Hissa No.12), Survey No.200, Hissa No.14 (new Survey No.95, Hissa No.14), Survey No.200, Hissa No.20 (new Survey No.95, Hissa No.20), Survey No.200, Hissa No.21/2 (new Survey No.95, Hissa No.21/B), Survey No.200, Hissa No.23A (new Survey No.95, Hissa No.23A), Survey No.201, Hissa No.3A (new Survey No.96, Hissa No.3A), Survey No.200, Hissa No.27 (new Survey No.95, Hissa No.27), Survey No.201, Hissa No.1 (new Survey No.96, Hissa No.1), Survey No.201, Hissa No.4 (new Survey No.96 Hissa No.4), Survey No.202, Hissa No.4 (new Survey No.97, Hissa No.4), Survey No.200, Hissa No.30 (new Survey No.95, Hissa No.30), Survey No.200, Hissa No.31 (new Survey No.95, Hissa No.31), Survey No.200, Hissa No.36 (new Survey No.95, Hissa No.36), Survey No.200, Hissa No.37 (new Survey No.95, Hissa No.37), Survey No.200, Hissa No.38 (new Survey No.95, Hissa No.38), Survey No.202, Hissa No.6C (new Survey No.97, Hissa No.6C), Survey No.202, Hissa No.9/2 (new Survey No.97, Hissa No.9), Survey No.202, Hissa No.9/4 (new Survey No.97, Hissa No.9), Survey No.203, Hissa No.1 (new Survey No.98, Hissa No.1), Survey No.204,

Hissa No.05 (new Survey No.99, Hissa No.5), Survey No.200, Hissa No.18 (new Survey No.95, Hissa No.18), Survey No.193, Hissa No.7 (new Survey No.88, Hissa No.7), Survey No.196, (new Survey No.91), Survey No.197, Hissa No.9P (new Survey No.92, Hissa No.9A), Survey No.200, Hissa No.7/1 (new Survey No.95, Hissa No.7A), Survey No.200, Hissa No.10 (new Survey No.95, Hissa No.10), Survey No.200, Hissa No.22 (new Survey No.95, Hissa No.22), Survey No.200, Hissa No.26/2 (new Survey No.95, Hissa No.26B), Survey No.200, Hissa No.26/3 (new Survey No.95, Hissa No.26C), Survey No.200, Hissa No.32 (new Survey No.95, Hissa No.32), Survey No.200, Hissa No.35 (new Survey No.95, Hissa No.35), Survey No.203, Hissa No.2 (new Survey No.98, Hissa No.02), Survey No.195, Hissa No.3/2 (new Survey No.90, Hissa No.3B), Survey No.195, Hissa No.3/1 (new Survey No.90, Hissa No.3A), Survey No.195, Hissa No.3/6 (new Survey No.90, Hissa No.3/F), Survey No.187, Hissa No.3 (new Survey No.79, Hissa No.3), Survey No.195, Hissa No.11 (new Survey No.90, Hissa No.11), Survey No.195, Hissa No.12 (new Survey No.90, Hissa No.12), Survey No.195, Hissa No.5 (new Survey No.90, Hissa No.5), Survey No.205, Hissa No.1 (new Survey No.100, Hissa No.1), Survey No.202, Hissa No.9/1 (new Survey No.97 Hissa No.9 part), Survey No.203, Hissa No.8/2 (new Survey No.98, Hissa No.8/B), Survey No.197, Hissa No.17P (new Survey No.92, Hissa No.17A), Survey No.197, Hissa No.19P (new Survey No.92, Hissa No.19/A), Survey No.197, Hissa No.20 (new Survey No.92, Hissa No.20), Survey No.197, Hissa No.21 (new Survey No.92, Hissa No.21), Survey No.197, Hissa No.22 (new Survey No.92, Hissa No.22), Survey No.188, Hissa No.1 (new Survey No.80, Hissa No.1), Survey No.20, Hissa No.33 (new Survey No.19, Hissa No.33), Survey No.20, Hissa No.5 (new Survey No.19, Hissa No.5), Survey No.20, Hissa No.12 (new Survey No.19, Hissa No.12), Survey No.20, Hissa No.21 (new Survey No.19, Hissa No.21), Survey No.21, Hissa No.1(part) (new Survey No.20, Hissa No.1), Survey No.20, Hissa No.4 (new Survey No.19, Hissa No.4), , Survey No.20, Hissa No.11 (new Survey No.19, Hissa No.11), Survey No.20, Hissa No.18 (new Survey No.19 Hissa No.18), Survey No.20, Hissa No.16(part) (new Survey No.19, Hissa No.16/A), Survey No.20, Hissa No.16 (part) (new Survey No.19, Hissa No.16/B), , Survey No.20, Hissa No.26 (new Survey No.19, Hissa No.26), Survey No.20, Hissa No.10 (new Survey No.19, Hissa No.10), Survey No.20, Hissa No.3 (new Survey No.19, Hissa No.3), Survey No.20, Hissa No.7 (new Survey No.19, Hissa No.7), Survey No.20, Hissa No.44 (new Survey No.19, Hissa No.44), Survey No.20, Hissa No.14 (new Survey No.19, Hissa No.14), Survey No.20, Hissa No.19 (new Survey No.19, Hissa No.19), Survey No.189, (new Survey No.82), Survey No.20, Hissa No.1(part) (new Survey No.19, Hissa No.1/B), Survey No.20, Hissa No.15 (new Survey No.19, Hissa No.15), Survey No.20,Hissa NO.28 (new Survey No.19 Hissa No.28), Survey No.20, Hissa No.22 (new Survey No.19, Hissa No.22), Survey No.20, Hissa No.25 (new Survey No.19, Hissa No.25), Survey No.20, Hissa No.24 (new Survey No.19, Hissa No.24), Survey No.20, Hissa No.17 (new Survey No.19, Hissa No.17), Survey No.20, Hissa No.20 (new Survey No.19, Hissa No.20), Survey No.20, Hissa No.36 (new Survey No.19, Hissa No.36), Survey No.205, Hissa No.5(part) (new Survey No.100, Hissa No.5A), Survey No.203, Hissa No.6 (new Survey No.98, Hissa No.6), Survey No.197, Hissa No.8 P (new Survey No.92, Hissa No.8/B), Survey No.195, Hissa No.10A (new Survey No.90, Hissa No.10A), Survey No.194, Hissa No.7P (new Survey No.89, Hissa No.7), Survey No.200, Hissa No.39 (new Survey No.95, Hissa No.39), Survey No.195, Hissa No.8 (new Survey No.90, Hissa No.8), Survey No.200, Hissa No.5 (new Survey No.95, Hissa No.5), Survey No.20, Hissa No.35 (new Survey No.19, Hissa No.35), Survey No.20, Hissa No.2 (new Survey No.19, Hissa No.2), Survey No.20, Hissa No.9 (new Survey No.19, Hissa No.9), Survey No.20, Hissa No.39 (new Survey No.19 Hissa No.39), Survey No.20, Hissa No.40 (new Survey No.19, Hissa No.40), Survey No.20, Hissa No.41 (new Survey No.19, Hissa No.41), Survey No.20, Hissa No.27 (new Survey No.19, Hissa No.27), Survey No.21, Hissa No.2 (new Survey No.20, Hissa No.2), Survey No.21, Hissa No.3 (new Survey No.20, Hissa No.3), Survey No.204, Hissa No.8 (new Survey No.99, Hissa No.8), Survey No.204, Hissa No.7 (new Survey No.99, Hissa No.7), Survey No.204, Hissa No.14 (new Survey No.99, Hissa No.14), Survey No.204, Hissa No.15(part) (new Survey No.99, Hissa No.15/A), Survey No.204, Hissa No.6 (new Survey No.99, Hissa No.6), Survey No.204, Hissa No.9 (new Survey No.99, Hissa No.9), Survey

No.204, Hissa No.10 (new Survey No.99, Hissa No.10), Survey No.204, Hissa NO.11 (new Survey No.99 Hissa No.11), Survey No.204, Hissa No.12 (new Survey No.99, Hissa No.12), Survey No.204, Hissa No.13(part) (new Survey No.99, Hissa No.13A), Survey No.204, Hissa No.3(part) (new Survey No.99, Hissa No.3B), Survey No.206, Hissa No.2(part) (new Survey No.101, Hissa No.2/C), Survey No.206, Hissa No.3(part) (new Survey No.101, Hissa No.3/B), Survey No.206, Hissa No.1 (new Survey No.101, Hissa No.1), Survey No.205, Hissa No.12 (new Survey No.100, Hissa No.12), Survey No.205, Hissa No.13 (new Survey No.100, Hissa No.13), Survey No.205, Hissa No.17(part) (new Survey No.100, Hissa No.17C), Survey No.205, Hissa No.18 (part) (new Survey No.100, Hissa No.18B), Survey No.205, Hissa No.19(part) (new Survey No.100, Hissa No.19A), Survey No.205, Hissa No.14(part) (new Survey No.100, Hissa No.14B), Survey No.205, Hissa No.15(part) (new Survey No.100, Hissa No.15/A), Survey No.205, Hissa No.11 (new Survey No.100, Hissa No.11), Survey No.205, Hissa No.10 (new Survey No.100, Hissa No.10), Survey No.205, Hissa No.4 (new Survey No.100, Hissa No.4), Survey No.205, Hissa No.9 (new Survey No.100, Hissa No.9), Survey No.205, Hissa No.8/1 (new Survey No.100, Hissa No.8/A), Survey No.205, Hissa No.8/2 (new Survey No.100, Hissa No.8/B), Survey No.205, Hissa No.6 (new Survey No.100, Hissa No.6), Survey No.205, Hissa No.3(part) (new Survey No.100, Hissa No.3/A), Survey No.205, Hissa No.16(part) (new Survey No.100, Hissa No.16/A), Survey No.205, Hissa No.5(part) (new Survey No.100, Hissa No.5B), Survey No.205, Hissa No7(part) (new Survey No.100, Hissa No.7), Survey No.205, Hissa No.21 (new Survey No.100, Hissa No.21), Survey No.205, Hissa No.22/1 (new Survey No.100, Hissa No.22/A), Survey No.205, Hissa No.22/2 (new Survey No.100, Hissa No.22/B), Survey No.205, Hissa No.23 (new Survey No.100, Hissa No.23), Survey No.193, Hissa No.11(part) (new Survey No.88 Hissa No.11), Survey No.193 Hissa No.15 (new Survey No.88 Hissa No.15), , Survey No.193, Hissa No.12 (new Survey No.88, Hissa No.12), Survey No.193, Hissa No.9/1(part) (new Survey No.88, Hissa No.9/A), Survey No.193, Hissa No.9/2 (new Survey No.88, Hissa No.9/B), Survey No.193, Hissa No.3/3(part) (new Survey No.88, Hissa No.3D), Survey No.193, Hissa No.3/2(part) (new Survey No.88, Hissa No.3/C), Survey No.193, Hissa No.1(part) (new Survey No.88, Hissa No.1B), Survey No.193, Hissa No2 (new Survey No.88, Hissa No.2), Survey No.193, Hissa No.4 (new Survey No.88, Hissa No.4), Survey No.193, Hissa No.5 (new Survey No.88, Hissa No.5), Survey No.193, Hissa No.10 (new Survey No.88, Hissa No.10), Survey No.193, Hissa No.6 (new Survey No.88, Hissa No.6/A, new Survey No.88, Hissa No.6/B), Survey No.193, Hissa No.14 (new Survey No.88 Hissa No.14), Survey No.194, Hissa No.7(part) (new Survey No.89, Hissa No.7), Survey No.194, Hissa No.5(part) (new Survey No.89, Hissa No.5), Survey No.194, Hissa No. 3(part) (new Survey No.89, Hissa No.3), Survey No.190, Hissa No.1 (new Survey No.83, Hissa No.1), Survey No.190, Hissa No.2P (new Survey No.83, Hissa No.2A), Survey No.190, Hissa No.2P (new Survey No.83, Hissa No.2B), Survey No.190, Hissa No.8 (new Survey No.83, Hissa No.8), Survey No.190, Hissa No.9 (new Survey No.83, Hissa No.9), Survey No.190, Hissa No.10 (new Survey No.83, Hissa No.10), Survey No.190, Hissa No.5 (new Survey No.83, Hissa No.5), Survey No.190, Hissa No.6 (new Survey No.83, Hissa No.6), Survey No.190, Hissa No.7 (new Survey No.83, Hissa No.7), Survey No.190, Hissa No.4/1(new Survey No.83, Hissa No.4A), Survey No.190, Hissa No.4/2 (new Survey No.83 Hissa No.4B), Survey No.190, Hissa No.3 (new Survey No.83, Hissa No.3), Survey No.190, Hissa No.11 (new Survey No.83, Hissa No.11), Survey No.190, Hissa No.12 (new Survey No.83, Hissa No.12), Survey No.191, Hissa No.1 (new Survey No.86, Hissa No.1), Survey No.191, Hissa No.2 (new Survey No.86, Hissa No.2), Survey No.191, Hissa No.3 (new Survey No.86, Hissa No.3), Survey No.192, Hissa No.2 (new Survey No87, Hissa No.2), Survey No.192, Hissa No.1 (new Survey No.87, Hissa No.1), Survey No.192, Hissa No.3 (new Survey No.87, Hissa No.3), Survey No.192, Hissa No.4 (new Survey No.87, Hissa No.4), Survey No.192, Hissa No.5 (new Survey No.87, Hissa No.5), Survey No.192, Hissa No.6 (new Survey No.87, Hissa No.6), Survey No.11, Hissa No.1 (new Survey No.10 Hissa No.1), Survey No.11, Hissa No.2(part) (new Survey No.10, Hissa No.2/B), Survey No.11, Hissa No.4(part) (new Survey No.10, Hissa No.4/B), Survey No.11, Hissa No.5/1P (new Survey No.10, Hissa No.5/B), Survey No.11, Hissa No.5/2(part)

(new Survey No.10, Hissa No.5/D), Survey No.187, Hissa No.7(part) (new Survey No.79, Hissa No.7), Survey No.187, Hissa No.8(part) (new Survey No.79, Hissa No.8), Survey No.187, Hissa No.9 (new Survey No.79, Hissa No.9), Survey No.235B P (new Survey No.104, Hissa No.16), Survey No.290P (new Survey No.85, Hissa No.2), Survey No.20, Hissa No.46 (new Survey No.19, Hissa No.46), Survey No.20, Hissa No.34 (new Survey No.19, Hissa No.34), Survey No.200, Hissa No.8 (new Survey No.95, Hissa No.8), Survey No.200, Hissa No.9 (new Survey No.95, Hissa No.9), Survey No.188, Hissa No.2 (new Survey No.80, Hissa No.2).

SECONDLY: Part B Land:

All that piece or parcel of land or ground and structures thereon, admeasuring in aggregate approximately 1.73 Acres equivalent to approximately 7,010 square meters, situate, lying and being all of Village Balkum in the City, Taluka and District of Thane, Maharashtra and within the Registration District and Sub-District of Thane, Maharashtra, bearing Survey No.201, Hissa No.2 (new Survey No.96, Hissa No.2), Survey No.200, Hissa No.29 (new Survey No.95, Hissa No.29), Survey No.194, Hissa No.13 (new Survey No.89, Hissa No.13), Survey No.194, Hissa No.15 (new Survey No.89, Hissa No.15).

THIRDLY: Part C Land:

All that piece or parcel of land or ground and structures thereon, admeasuring in aggregate approximately 0.54 Acres equivalent to approximately 2200 square meters, situate, lying and being all of Village Balkum in the City, Taluka and District of Thane, Maharashtra and within the Registration District and Sub-District of Thane, Maharashtra, bearing Old Survey No.20/13(P) (New Survey No.19/13B) and land bearing Old Survey No.20/13(P) (New Survey No.19/13A).

The Part A Land, the Part B Land and the Part C Land admeasure in aggregate approximately 4,26,017 square meters, that is, approximately 105.26 Acres.

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of the Sector 5 Land)

All those pieces or parcels of non-agricultural land or ground admeasuring in the aggregate approximately 34,950 square meters, bearing New Survey Nos. 79/1A (Pt.), 79/1B (Pt.), 79/2A, 79/2B, 79/3(Pt.), 79/4, 79/5(Pt.), 79/6 to 79/9, 80/1(Pt.), 80/2/A(Pt.), 83/1(Pt.), 83/2A(Pt.), 83/2/B/1(Pt.), 83/3, 83/4/1/A, 83/5(Pt.), 83/6/A, 89/1, 89/2(Pt.), 89/3, 89/4, 89/5(Pt.), 89/6(Pt.), 90/3E(Pt.), 90/4/A(Pt.), 90/5(Pt.), 90/6(Pt.), 90/7(Pt.), 90/8, 90/9, 90/10A, 90/10B, 90/11(Pt.), 90/12(Pt.), 90/13, 95/32(Pt.), all of Village Balkum, in the City, Taluka and District of Thane and within the Registration District and Sub District of Thane, Maharashtra and shown delineated by cyan color boundary line on the plan annexed hereto at Annexure 'B' and is bounded as follows, that is to say:-.

On or towards the North by the land bearing: Partly by New S. Nos. 79/1B (Pt), 79/1A (Pt), 79/5 (Pt), 80/1 (Pt), 80/2A (Pt), 90/4/A (Pt), 90/5 (Pt), 90/6 (Pt), 90/7 (Pt).of Village Balkum Thane West;

On or towards the East by the land bearing: Partly by New S. Nos. 79/1B (Pt), 79/3 (Pt), 79/5 (Pt).

Partly by 30m wide D. P. Road bearing New S. No. 80/2B, 83/6/B, 83/4/1/B. of village of Village Balkum Thane West;

On or towards the South by the land bearing: Partly by New S. Nos. 83/1 (Pt), 83/2A (Pt), 83/2/B/1 (Pt), 83/5 (Pt), 83/9, 89/2 (Pt), 89/5(Pt), 95/32 (Pt). of Village Balkum Thane West;

On or towards the West by the land bearing: Partly by New S. Nos. 89/6 (Pt), 90/3E (Pt), 90/4/A (Pt), 90/5 (Pt), 90/11 (Pt), 90/12 (Pt), 95/32 (Pt). of Village Balkum Thane West.

THE THIRD SCHEDULE ABOVE REFERED TO:

(Description of the Apartment and Parking Space/s)

All that the proposed Apartment bearing no. **295**, admeasuring approximately **137.03** square meters Carpet Area (RERA), on **29th** habitable floor in Wing 'C', together with **2 (Two)** vehicle Parking Space/s, in the complex/sector known as "Sector 5" being developed on the Sector 5 Land described above.

Enclosed Balcony area attached to the Apartment is approximately **0.00** square meters,

Balcony (Open) area attached to the Apartment is approximately **7.95** square meters,

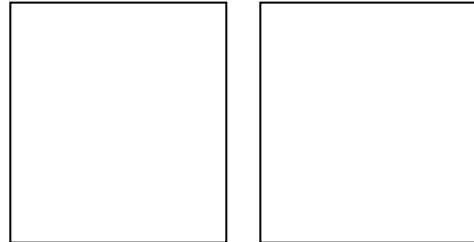
Utility Balcony (Open) area attached to the Apartment is approximately **0.00** square meters,

IN WITNESS WHEREOF, the Parties have hereunto, and to the counterpart hereof, set and subscribed their respective hands, the day and the year first hereinabove written.

SIGNED by the within named Promoter
Agile Real Estate Private Limited
in the presence of

) For **Agile Real Estate Private**
) **Limited**
)
)
)
)

**Authorised Signatory/
Constituted Attorney**

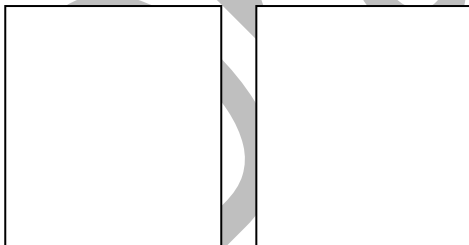


Mr. Ajit Kathariya
Photograph/Left Thumb Impression

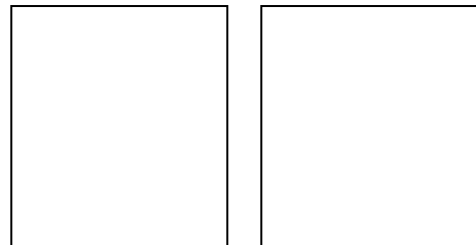
SIGNED by the within named Allottee/s,
1. **Mrs. Vishwa Gosar**
2. **Mr. Rraj Singh**

)
)
)
)

in the presence of



Mrs. Vishwa Gosar
Photograph/Left Thumb Impression



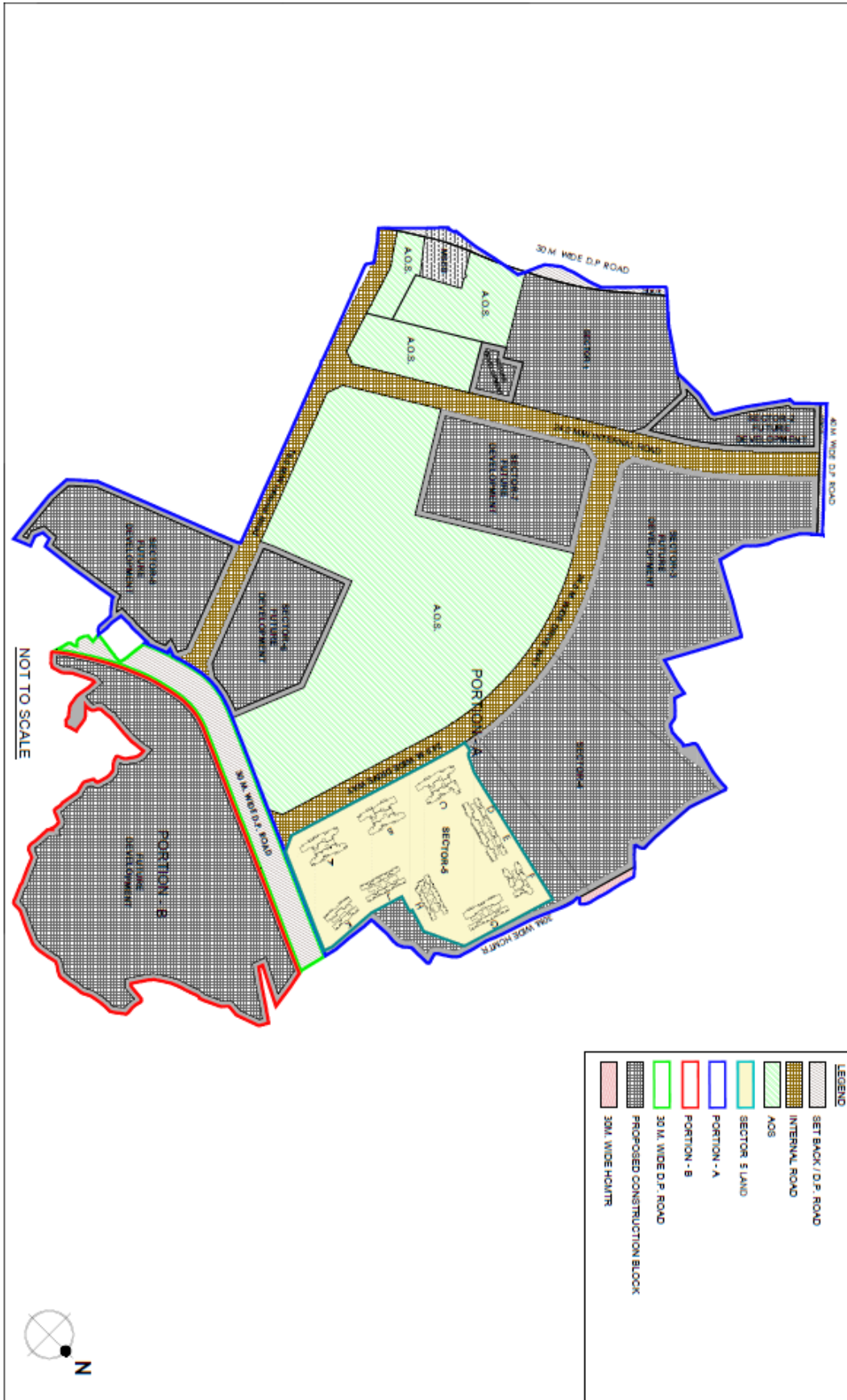
Mr. Rraj Singh
Photograph/Left Thumb Impression

Annexure 'A'

(LIST OF DEEDS AND DOCUMENTS IN RESPECT OF THE WHOLE PROJECT
LAND)

- (1). The Agreement dated 29th November, 2012, executed by and between Bayer Crop-Science Limited (“**Bayer**”) as Vendor of One Part and the Promoter as Purchaser of the Other Part, Bayer agreed to sell, transfer, convey and assign a portion of the Whole Project admeasuring in aggregate approximately 37.6 Acres, that is, 1,52,557 square meters bearing certain survey and hissa numbers in favour of the Promoter for the consideration and upon the terms and conditions as mentioned and contained therein.
- (2). Indenture of Conveyance dated 26th March, 2014 executed by and between Bayer Crop-Science Limited (“**Bayer**”) as Vendor of One Part and the Promoter as Purchaser of Other Part, Bayer sold, conveyed, transferred and assigned a portion of the Whole Project Land admeasuring approximately 35.97 Acres, that is, 1,45,547 square meters, bearing certain survey and hissa numbers In favour of the Promoter for the consideration and upon the terms and conditions as mentioned and contained therein.
- (3) Power of Attorney (with Conveyance dated 26th March, 2014) executed by Bayer Crop-Science Limited (“**Bayer**”) as Executor of One Part, in favour of the Promoter.
- (4) Agreement dated 29th November 2012, executed by and between Bayer Crop-Science Limited (“**Bayer**”) as Vendor of One Part and the Promoter as Purchaser of the Other Part, Bayer agreed to sell, transfer, convey and assign a portion of the Whole Project Land admeasuring approximately 67.02 Acres, that is, 271260 square meters, bearing certain survey and hissa numbers in favour of the Promoter for the consideration and upon the terms and conditions as mentioned and contained therein.
- (5) Indenture of Conveyance executed on 26th March 2014 executed by and between Bayer Crop-Science Limited (“**Bayer**”) as Vendor of One Part and the Promoter as Purchaser of the Other Part, Bayer sold, conveyed, transferred and assigned a portion of the Whole Project Land admeasuring approximately 67.02 Acres, that is, 271260 square meters, bearing certain survey and hissa numbers in favour of the Promoter for the consideration and upon the terms and conditions as mentioned and contained therein.
- (6) Power of Attorney (with Conveyance dated 26th March, 2014) executed by Bayer Crop-Science Limited as Executor of One Part, in favour of the Promoter.
- (7) Conveyance Deed dated 7th May 2016 made by and between Shevantibai Tulshiram Bhoir and 27 Ors as Vendors of the One Part and the Promoter as the Purchaser of the Other Part, registered in the Office of the Sub-Registrar of Assurances at Thane vide serial no. TNN -12 -870/2016 , under which the part/portion of the land bearing old Survey No.20/13(P) (new Survey No.19/13B) was sold and conveyed to the Promoter.
- (8) Conveyance Deed dated 2nd September 2016 made by and between Dilip Gangaram Bhoir and 20 Ors as Vendors of the One Part and the Promoter as the Purchaser of the Other Part, registered in the Office of the Sub-Registrar of Assurances at Thane vide serial no TNN -12 - 1584/2016, under which the part/portion of the land bearing old Survey No.20/13(P) (new Survey No.19/13A) was sold and conveyed to the Promoter.
- (9) Deed of Conveyance dated 18th February, 2017 executed by and between Bayer Crop-Science Limited (“**Bayer**”) as Vendor of One Part and the Promoter as Purchaser of the Other Part, Bayer sold, conveyed, transferred and assigned a portion of the Whole Project Land admeasuring approximately 1.73 Acres, that is, 7010 square meters, bearing certain survey and hissa numbers in favour of the Promoter for the consideration and upon the terms and conditions as mentioned and contained therein

Annexure 'B'
(LOCATIONAL LAYOUT PLAN)



Annexure 'C'

(7/12 EXTRACTS OF SECTOR 5 LAND)

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव वाळकुम
 तालुका दादर

व. स. (१८७/१७५)


भूतापन क्रमांक	भूतापन क्रमांकाचा उपविभाग	भूतापना पत्रकी	भोगवट्यादाराचे नांव	सुखाने नांव
व. स. ७९	१७५	N.A	अजाईल रिअल इस्टेट प्रायव्हेट लिमिटेड २९३६ १८३२ २९०३ २८८६	इतर अधिकार रिक्त आणि भूतापन विधे
संगोपे स्थानिक नांव	—			
सागवडी घोग क्षेत्र	हेक्टर	आर		
एकूण	०-०८-६	—		
चे. घ. (सागवडी घोग नकलेले)	—	—		
घर्ष (अ) घर्ष (ब)	—	—		
एकूण	०-०८-६	—		
अपघटने	—	—		
जुडी किता विज्ञान आकारणी	२-०५	—		

गांव नमुना बारा (विस्तारी बंद घरी)

वर्ष	हेगाव	पिकाप्रालीन क्षेत्राचा तपसिला									सागवडीघाडी उपलब्ध नकलेली क्षेत्र		अन्य विस्तारी घात	अन्य कायदाचे बंद	टिप	
		मिश्र पिकाप्रालीन क्षेत्र			निर्मळ पिकाप्रालीन क्षेत्र						घात	हे.				
		१	२	३	घटक पिके व प्रत्येका प्रालीन क्षेत्र			१	२	३						
		१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
			हे.आर.	हे.आर.										हे.आर.		
२०१७																
२०१८																

अंतिम बरकरार घरी नकल दिली आहे.

तारीख 27/08/2018


 तालुका वाळकुम
 दादर जिल्हा

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव वाककुम
 वस्तुका डाबो

श. स. १९८७/१९

भूवापन क्रमांक	भूवापन क्रमांकाचा उपविभाग	भूवापन पत्रकी	खेपटावाराचे नंबर	कुळाचे नंबर
श. स. ७९	९ व	—	(२४९) (१८३३) (२६३६) (३१०३)	—
होतीचे स्थानिक नंबर	—		अजाईल रिअल इस्टेट प्रायव्हेट लिमिटेड	इतर अधिकार
लापवडी योग्य क्षेत्र	वेगटा	आर	(३८८६)	—
—	०-११-६	—	—	—
एकूण	०-११-६	—	—	—
चौ. ख. (लापवडी योग्य नसलेले)	—	—	—	—
वर्ग (अ)	—	—	—	—
वर्ग (ब)	—	—	—	—
एकूण	—	—	—	—
आकाराची सुवी किंवा विशेष आकाराची	२-६३	—	—	—

गांव नमुना बारा (पिकांची नोंद घेणे)

वर्ष	संगणक	पिकांच्यासाठी क्षेत्राचा वर्गीकरण										लापवडीसाठी उपलब्ध नसलेली जमीन		पिकांच्या क्षेत्राचे नंबर	वर्षाचा क्षेत्राचे नंबर	शे.
		मिश्र पिकांच्यासाठी क्षेत्र					निर्मिश्र पिकांच्यासाठी क्षेत्र					एकूण	शे.			
		१	२	३	४	५	६	७	८	९	१०					
												१२	१३			
		दे.आर.	दे.आर.		दे.आर.	दे.आर.		दे.आर.	दे.आर.			२-६३	—	—	—	—
२०१३																
२०१४																

असात वास्तुकाची नोंद घ्यावी आहे.

तारीख 29/05/2018

गावठी
 तालुका वाककुम
 जिल्हा ठाणे

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव दाककुम
जिल्हा दादर

व. स. 1960/24

भूखण क्रमांक	भूखण क्रमांकाचा उपविभाग	भूखण पध्दती	भोगवट्याचा संव	सुखणे संव
न. स. 05	23	-	2626 2902	
तेजीचे स्थानिक संव				
सातवडी योग्य क्षेत्र	हेक्टर	आर		
	0-94-6	-		
एकूण	0-94-6		अजाईल रिअल इस्टेट प्रायव्हेट लिमिटेड 2666	इतर अधिकार
घो. घ. (सातवडी योग्य नसलेले)				
वर्ग (अ)				
वर्ग (ब)				
एकूण				
आयकरची जुडी किंवा विशेष आयकरची	2-62			विशेष आर्थिक भूखण पिनचे

गांव नमुना बारा (पिकांची नोंद नही)

वर्ष	इनाम	पिकांसाठीन क्षेत्राचा वपविल										सातवडीसाठी उपलब्ध नसलेली जागी		वर्षानुसार संव	दिनांक	
		विश्व पिकांसाठीन क्षेत्र					निर्भर पिकांसाठीन क्षेत्र					वर्ष	हेक्टर			
		पिकांचे संव	वपविल क्षेत्र	वपविल क्षेत्र	वपविल क्षेत्र	वपविल क्षेत्र	वपविल क्षेत्र	वपविल क्षेत्र	वपविल क्षेत्र	वपविल क्षेत्र	वपविल क्षेत्र					
2003 2008		दे.आर.	दे.आर.		दे.आर.	दे.आर.		दे.आर.	दे.आर.		दे.आर.		दे.आर.			

अन्वयत भादुकुम घरी नक्कल दिली आहे.

तारीख 27/08/2008

दाककुम
जिल्हा दादर
सातवडी वि. नुंके

गांव नमुना सात (अधिकार अभिलेख पत्रक)

वंत काळकुम
 तालुका दादर

नु. स. (१८७/२) ५

भूसापन क्रमांक	भूसापन क्रमांकाचा उपविभाग	भूसापन स्थळी	भोगवट्यावारीचे वॉच	कुळ्याचे वॉच
न. स. ७५	२ <u>४</u>	—	(७३२) (९९९) (१८२२) (२६३६) (३१०३) (३८८६)	
शेतीचे स्थानिक वॉच	—		अजाईल रिजल इस्टेट प्रायव्हेट लिमिटेड इतर अधिकार	
सातवडी घोग्य क्षेत्र	हेक्टर	आर		
	०-०७-०	—		
एकुण	०-०७-०	—		
पो. ख. (सातवडी घोग्य वसलेले)				
वर्ग (अ)	—	—		
वर्ग (ब)	—	—		
एकुण	—	—		
अकाराची	०-१६			
जुमी मिला विशेष अकाराची				लिना आणि भूसापन चिन्हे

गांव नमुना बारा (पिकांची नोंद सही)

वर्ष	दिनांक	पिकाधानीत क्षेत्राचा वर्णनाम										सातवडीसाठी उपलब्ध नसलेली जागा		पिकाधानीचे क्षेत्र	वर्षानुसार क्षेत्राचे नोंद	ट. मी.		
		मिथ पिकाधानीत क्षेत्र					निर्धन पिकाधानीत क्षेत्र					११	१३					
		१	२	३	४	५	६	७	८	९	१०						११	
२०१३				दे.आर.	दे.आर.													
२०१४																		

अपलब्ध नसलेल्या क्षेत्राचे उल्लेख दिली आहे.

तारीख २३/०८/२०१४

काळकुम
 तालुका नि. दादर

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव बाळकुम
जिल्हा ठाणे

नु. म. १९८७/३

भूमापन क्रमांक	भूमापन क्रमांकाचा उपविभाग	भूमापन स्थळी	भोगवटारुपाचे संख	कुळचे संख
व. म. ७९	३	—	१	१
शेतीचे स्थानिक संख	—			—
सातवडी योग्य क्षेत्र	हेक्टर	आर	अर्जाईल रिअल इस्टेट प्रायव्हेट लिमिटेड मुंबई अधिकार	
एकूण	०-२९-३	—	२५९ १८२२ २९२६ ३१०३	—
पो. स. (सातवडी योग्य पत्रालेख)	०-१९-८	—	३८८६	—
वर्ग (अ)	—	—	—	—
वर्ग (ब)	—	—	—	—
एकूण	०-३९-१	—	—	—
भांडारणी	५-४०	—	—	—
नुवे क्रिया विनियम अन्वयाधी	—			विना आणि भूमापन विनये

गांव नमुना बारा (विभागीय नोंद नदी)

पर्य	हजारा	पिकाद्यालून क्षेत्राचा वर्णन									सातवडीसंबंधी उपलब्ध पत्रालेखे जातिल		वर्ग	वर्ग	
		पिकाद्यालून क्षेत्र			निर्भूत पिकाद्यालून क्षेत्र						१२	१३			
		१	२	३	४	५	६	७	८	९					१०
२०१७		हे.आर.	हे.आर.		हे.आर.	हे.आर.					हे.आर.	हे.आर.			
२०१८															

भरणात बाळकुम चारो पत्रकान दिली आहे.

तारीख २९/०८/२०१८

मुंबई
जिल्हा ठाणे
बाळकुम

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव वाळकुम
जिल्हा ठाणे

व. स. (१९८७/४)

भूमापन क्रमांक	भूमापन कार्यवाही उपविभाग	पुस्तक/पत्रावली	भोगवटाकाराचे नांव	मुळाचे नांव
व. स. ७९	४	-	(९९९) १८२१ (२६३६) (११०२)	
शेतीचे स्थानिक नांव	-		अजाईल रिअल इस्टेट प्रायव्हेट लिमिटेड (३८८६)	द्वार अधिकार
सागवडी योग्य क्षेत्र	हेक्टर	आर		
	०-०८-१	-		
एकूण	०-०८-१			
पो. स. (सागवडी योग्य वसलेले)	-	-		
वर्ग (अ)				
वर्ग (ब)				
एकूण	-	-		
आकाराची नुमाई किंवा विस्तार आकाराची	२-००			सिमा आणि भूमापन विन्हे

गांव नमुना बारा (निकांतीचे नांव बरो)

वर्ष	इंग्रजी	पिकासाठी क्षेत्राचा वर्गीकरण										सागवडीसाठी उपलब्ध नसलेली जागा	पिकासाठी क्षेत्र	निकांतीचे नांव			
		मिश्र पिकासाठी क्षेत्र					निर्मोक पिकासाठी क्षेत्र										
		१	२	३	४	५	६	७	८	९	१०				११		
२०१३																	
२०१४																	

अपवाद बाबतची घरी नमूद दिली आहे.

तारीख २९/०१/२०१६

महाराष्ट्र राज्य सरकार
जिल्हा ठाणे

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव वाळकुम
जिल्हा ठाणे

क्र. सं. १९८७/४

भूसाधन क्रमांक	भूसाधन क्रमांकाचा उपविभाग	भूसाधन पत्रकी	भोगवट्याबाबतचे गांव	भूसाधन नंबर
न. सं. <u>०९</u>	<u>५</u>	—	<u>७३२ ८८६ ७३४</u> <u>७६२० ७७१९</u> <u>२६२६ ७१०३</u> <u>२८८६</u>	
शेतीचे स्थापित नंबर	—			
सातवडी चौथ क्षेत्र	हेक्टर	आर	अजाईल रिअल इस्टेट प्रायव्हेट लिमिटेड द्वारा अधिकार <u>६०९४४</u>	
एकूण	०-२०-०	—		
पो. ख. (सातवडी चौथ नसलेले)	०-२०-०	—		
वर्ग (अ)	०-०९-५	—		
वर्ग (ब)	—	—		
एकूण	०-२९-५	—	सिमा आणि भूसाधन विनंती	
अजावळी नुती किंवा विशेष अजावळी	४-६९	२३१९		

गांव नमुना बारा (मिठांची नोंद पत्रक)

वर्ष	शेताचे नंबर	पिकासाठी क्षेत्राचा वर्गीकरण									सातवडीसाठी उपलब्ध नसलेली क्षेत्रे		वर्ग	मिठांची नोंद	वर्ग	
		मिश्र पिकासाठी क्षेत्र			निर्मिष्ट पिकासाठी क्षेत्र						क्षेत्र	हेक्टर				
		१	२	३	४	५	६	७	८	९						१०
२०१३																
२०१४																

अशाप्रकारे भरवण्यात आलेले नसलेले विनंती आहे.

दिनांक २०/०४/२०१४

मलाठी वाळकुम
तलाठी वाळकुम
तालुका ठाणे

गांव नमुना सात (अधिकार अभिलेख पत्रक)

चं बाळकुम
वातुका बावो

उ. स. ७८५/६

भूसाधन क्रमांक	भूसाधन क्रमांकाचा उपविधान	भूसाधन पत्रकी	भोववटादाराचे संख	कुळाचे संख
न. स. ५६६		-	५९०१ ३६६९ २६२६ ३९०३	
शेतीचे स्थानिक नांव	-			
लागवडी घोष्य क्षेत्र	इन्टर	आर	अनाईल रिअल इस्टेट प्रायव्हेट लिमिटेड ३८८६	जुल अधिकार ७०९९९ २०९३
	०-१०-६			
एकूण	०-१०-६			
पो. ख. (सागवडी घोष्य नसतोसे)				
घर्न (अ)				
घर्न (ब)				
एकूण				
आयकरची जुडी किंवा विशेष आयकरची	२-५६			मिमा आणि भूसाधन पिढे

गांव नमुना बारा (पिकांचे नोंद बही)

वर्ष	दिनांक	पिकांपाठील क्षेत्रांचा उपरिचल									सागवडीसाठी उपलब्ध नसलेली रक्कम		वर्तविलेले घन	वर्तविलेले क्षेत्र	टिप	
		मिश्र पिकांपाठील क्षेत्र			निर्मळ पिकांपाठील क्षेत्र						रुपय	शे.				
		पिकांचे क्षेत्र	पिकांचे क्षेत्र	पिकांचे क्षेत्र	घटक पिके व उपयुक्त पिकांचे क्षेत्र			पिकांचे क्षेत्र	पिकांचे क्षेत्र	पिकांचे क्षेत्र						
२०१७				हे.आर.	हे.आर.		हे.आर.	हे.आर.		हे.आर.	हे.आर.					
२०१८																

अपघन भरवणुन घरी नसतल दिली असे.

तारीख २१/०९/२०१८

बाळकुम
वातुका बावो

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव वाळकुम
जिल्हा ठाणे

व. नं. (१८७/७०)

भूमापन क्रमांक	भूमापन प्रक्रियाकालीन उपविभाग	पुनरापन फव्वेली	भोगवदाद्वाराचे पांव	कुळचे नंबर
व. नं. ७९	७	-	२६४ ४५५ ७७६	
रेल्वेचे स्थापित पांव	-		३७१८ ३७२२ २६७२	
सातवडी चौक क्षेत्र	हेक्टर	आर	२६२६ २७०३	
एकुल	०-२६-४	-	अजाइल रिअल्टे इस्टेट प्रायव्हेट लिमिटेड	
	०-२६-४	-	२८८६ २८८५	इतर अधिकार ४५२ ४२० ३२७८
पो. ख. (सातवडी चौक नसलेले)	-	-		
वर्ग (अ)	-	-		
वर्ग (ब)	-	-		
एकुल	-	-		
आकाराचे	५ = ९५		२७१०	
मूळी किंवा निशेध आकाराची				किंवा अतिरिक्त भूमापन विनये

गांव नमुना बारा (पिकांची नोंद घरी)

वर्ग	संगणक	पिकांसाठी क्षेत्राचा वर्गीकरण									सातवडीसाठी उपलब्ध नसलेली जमीन	वर्ग	वर्ग	वर्ग	
		मिश्र पिकांसाठी क्षेत्र			निर्भोग पिकांसाठी क्षेत्र										
		१	२	३	४	५	६	७	८	९					१०
		हे.आर.	हे.आर.		हे.आर.	हे.आर.		हे.आर.	हे.आर.		हे.आर.				
२०१३	२०१४														

अन्यत वाळकुम घरी नमूद नसलेली आहे.

तारीख २९/०८/२०१४

वाळकुम
ठाणे जिल्हा

गांव नमुना सात (अधिकार अभिलेख पत्रक)

संघ बाळकुम
गावठा बाळे

व. स. (१८८/८)

भूवापन क्रमांक	भूवापन क्रमांकाचा उपविभाग	भूवापन पध्दती	भोगवट्याच्या नांव	कुळाचे नांव
व. स. ७९	८	—	(९४) (८८४) (७७५) (८८०) (७६८४) (२६२६) (२७०२) अजाईल रिअल इस्टेट प्रायव्हेट लिमिटेड (२८८६) (२८८५)	द्वार अधिकार (१०८९)
शेतीचे स्थानिक नांव	—			
सागवडी शोध क्षेत्र	हेक्टर	अर		
	०-११-६	—		
	—	—		
एकूण	०-११-६	—		
पो. छ. (सागवडी शोध नसलेले)	—	—		
वर्ग (अ)	—	—		
वर्ग (ब)	—	—		
एकूण	—	—		
आकारणी	२-०८			
पुरी किंवा विशेष आकारणी	—			सिवा आणि भूवापन धिदे

गांव नमुना बारा (पिकांची शेंद घरी)

वर्ष	शेताचा क्षेत्र	पिकांसाठी क्षेत्राचा स्वतंत्र									सागवडीसाठी उपलब्ध पध्दतीची प्रमाण		व. स. नोंद	व. स. नोंद	व. स. नोंद	
		मिश्र पिकासाठी क्षेत्र			निर्मळ पिकासाठी क्षेत्र						व. स. नोंद	व. स. नोंद				
		पिकाचे नाव	हे.अर.	अर.	पिकाचे नाव	हे.अर.	अर.	पिकाचे नाव	हे.अर.	अर.						
२०१७ २०१८																

भरणात भरतकून घरी नमूद दिली आहे.

तारीख २१/०३/२०१८

सहाय्यी
(लोड) बाळकुम
गावठा बाळे

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव १/३/३१
 तालुका ७१०

उ. च. (१८७/९)

भूसाधन क्रमांक	भूसाधन क्रमांकाचा उपनिर्माण	भूसाधन पध्दती	भोगवट्यावारीचे पंग	कुळाचे पंग
उ. च. ७९	९		३३४ ७२६ ८४४ १५८२ २१६७ २२६८ २६३६ २१०२ ३८८५	
रोतेचे स्थानिक पंग	११/१०१-२			
साधनची योग्य क्षेत्र	वेक्टर	आर		
	०-१०-७			
एकूण	०-१०-७			
पो. च. (साधनची योग्य नसतेले)	०-००-२			
नॉर्न (अ)				
नॉर्न (ब)				
एकूण	०-१०-९			
आयतारची नुती किना विलेव आयतारची	२-५६		२३१०	

अजाईल रिअल इस्टेट प्राय्व्नेट लिमिटेड
 इमारत अधिकार ११८८ १०९१ ८१५

किना विलेव भूसाधन विने

गांव नमुना बारा (फिकांची नोंद बही)

वर्ग	दिनांक	फिकाव्हालील क्षेत्राचा वर्गीकरण									सधन्यजीवनी उपलब्ध नसलेली जमीन		वर्ग	वर्ग	
		विश्व फिकाव्हालील क्षेत्र			निर्दिष्ट फिकाव्हालील क्षेत्र						१२	१३			
		१	२	३	फटका फिके व प्रायेका जमनील क्षेत्र			४	५	६					
१	२	३	४	५	६	७	८	९	१०	११	१२	१३			
		वे.आर.	वे.आर.		वे.आर.	वे.आर.				वे.आर.	वे.आर.		वे.आर.		

२०१२
२०१४

०-१०-७

असल वास्तुस्थितीची नक्कात दिली आहे.

तारीख २१/४/२०१४

सहाय्यी
 सहाय्यी
 सहाय्यी

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव वाककुम
तालुका डोरो

व. स. (१८८११)

भूखण्ड क्रमांक	भूखण्ड क्रमांकाचा अधिकार	भूखण्डाचा पध्दती	भोगवट्याखाली पंज	कुळचे नं
व. स. ८०	१		202 3422 3022 3424 2249 3303 3343 अजाईल रिअल इस्टेट प्रायव्हेट लिमिटेड 3426 इतर अधिकार 3022 3424 3426	
तेजीचे स्थानिक नं				
सातवडी चोप क्षेत्र	हेक्टर	आर		
	0-24-0			
एकूण	0-24-0			
सी. स. (सातवडी चोप नसलेले)				
वर्ष (अ)				
वर्ष (ब)				
एकूण				
आकारणी	७ = २१		2396	
जुदी किंवा विशेष आकारणी				सिध्द बाणि भूखण्ड जिने

गांव नमुना बारा (पिकांची नोंद घेणे)

वर्ष	दिनांक	पिकांच्यातील क्षेत्राचा तपशील									एकूण क्षेत्राचे क्षेत्र	एकूण क्षेत्राचे क्षेत्र	एकूण क्षेत्राचे क्षेत्र
		मिथ पिकांच्यातील क्षेत्र			विशेष पिकांच्यातील क्षेत्र								
		पिकांचे क्षेत्र	पिकांचे क्षेत्र	पिकांचे क्षेत्र	पिकांचे क्षेत्र	पिकांचे क्षेत्र	पिकांचे क्षेत्र	पिकांचे क्षेत्र	पिकांचे क्षेत्र	पिकांचे क्षेत्र			
2009													
2008													

अस्तित्वात नसलेल्या क्षेत्रांची नसलेली नसलेली आहे.

मार्च 22/01/2008

गावठी अधिकारी
वाककुम
तालुका डोरो

गाव नमुना सात

अधिकार अभिलेख पत्रक
(महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१
यातील नियम ३, ५, ६ आणि ७)

गाव :- वाळकूम

तासुका :- ठाणे

जिल्हा :- ठाणे

दिनांक:- 22/06/2017 पर्यंत अदयावत

गट क्रमांक व उपविभाग 80/2/3A	भुधारणा पद्धती भोगवटादार वर्ग -	भोगवटदाराचे नाव
शेतोचे स्थानिक नांव	क्षेत्र आकारआणे व पौ.ख. फे.का	खाते क्रमांक
क्षेत्र एकक हे.आर.पौ.नो जिरायत - वागाचत - तरी - वरकस - इतर 0.03.70 एकुण क्षेत्र 0.03.70 पोटखराब (लागवडीस अयोग्य) वर्ग (अ) - वर्ग (ब) - एकुण पो ख 0.00.00 आकारणी 0.93 जडी निका विशेष आकारणी	अजाईल रिजल इन्स्टेट प्राव्हेंट सिमिटेड 0.03.70 0.93 (4165)	663 कळाचे नाव इतर अधिकार
	(231),(1044),(1854),(2221),(2310),(3103),(3886)	सीमा आणि भूमापन चिन्हे

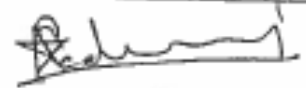
गाव नमुना बारा

दिनांक:- 22/06/2017 पर्यंत अदयावत

अधिकार अभिलेख पत्रक

(महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम २९)
गाव: वाळकूम तासुका: ठाणे जिल्हा: ठाणे

वर्ष	हंगाम	पिकाखालील क्षेत्राचा तपशील									निर्भळपिकाखालील लागवडीसाठी उपलब्ध नसलेली जमीन	जल सिंचनाचे साधन	सेरा	
		मिश्र पिकाखालील क्षेत्र						निर्भळ पिकाखालील क्षेत्र						
		मिश्रणाचा संकेत क्रमांक		घटक पिके व प्रत्येकखालील क्षेत्र		पिकांचे नाव			जल सिंचित	अजल सिंचित				स्वरूप
2016-17	संपूर्ण वर्ष										कपती	0.0370		



७१२

पत्ता: राजा वाळकूम, 04-Oct-17
तासुका जि. ठाणे

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव वाल्हेकुंग
 गासुमा ७७७

नु. नं. (१९०/१)

भूवापन क्रमांक	भूवापन क्रमांकाचा उपविभाग	भूवापन पत्रकी	भोगवट्यासाठीचे नंबर	कुळ्याचे नंबर
न. नं. ८३	१	२५११-२	२०९, २१६, ११८२, १५८२, २३६७, २३६८, ३१०३, ३८८५	
शेतीचे न्यायिक नंबर			अजाईल रिअल इस्टेट प्राव्हेंट लिमिटेड	इतर अधिकार नु. १६६
सामगरी भोग क्षेत्र	नेव्हा	आर		
	०-१६-२			
एकूण	०-१६-२			
से. नं. (सामगरी भोग नमानेले)				
घर्ष (अ)				
घर्ष (ब)				
सुराप				
अकारणी	४-००			
मुंबी शिवा विशेष आकारणी			शिवा आणि भूवापन दिने	

गांव नमुना बारा (सिक्कीचे नोंद पत्रकी)

वर्ष	इंधन	पिकासाठीचे क्षेत्राचा कर्पास									सामगरीसाठी उपलब्ध पत्रकीतील क्षेत्र	पत्रकीतील क्षेत्र	सुराप	अकारणी
		सामगरी क्षेत्र			विशेष क्षेत्र			अन्य क्षेत्र						
		१	२	३	४	५	६	७	८	९				
		दे.आर.	दे.आर.		दे.आर.	दे.आर.		दे.आर.	दे.आर.		०-१६-२			

२०१३
२०१४

प्रत्येक नोंद घ्यावी नसावी असे.

तारीख २३/४/२०१४

वाल्हेकुंग
 गासुमा ७७७

गांव नमुना सात (अधिकार अभिलेख पत्रक)

संव २०१३
सप्टेंबर २०१४

कु.स. १९९२ अ ५

भूखण्ड क्रमांक	भूखण्ड क्रमांकाचा उपविभाग	भूखण्डाचा खण्ड	भोगवट्याधारचे नंबर	सुट्याचे नंबर
द.स. ८१	२३५		७२६, ६८७, ६५९, ११८८, २३६८, १५८२, ११८९, २३६७, २१०३	
जे.सी.चे स्थानिक नंबर	आ.सी. २			
सावधकी योग्य क्षेत्र	वेक्टर	आर		
	०-१४-४			
एकूण	०-१४-४			
पो. ख. (सावधकी योग्य नसलेले)				
वर्ग (अ)				
वर्ग (ब)				
एकूण				
अन्वयाधी	३-१९		२१९१	
पुढी किंवा विशेष आचारणी				

अजाईल रिअल रुस्टेट प्राय्व्हेट लिमिटेड
इतर अधिकार ३० ६६९

शिमा खासि भूखण्ड किन्हे

गांव नमुना द्वारा (पिकांची नोंद घेते)

वर्ष	दिनांक	निकाशातील क्षेत्राचा उपविभाग										सावधकी घाटी उपलब्ध नसलेली जमीन		वर्ग	एकूण
		मिश्र पिकाशातील क्षेत्र					निर्पेक्ष पिकाशातील क्षेत्र					११	१२		
		१	२	३	४	५	६	७	८	९	१०				
		दे.आर.	दे.आर.			दे.आर.	दे.आर.			दे.आर.	दे.आर.		दे.आर.		
२०१३	२०१४														

०-१४-४

असात सवकुलम घरी नसत रिती आहे.

तारीख २०/४/२०१४

जलादी
तलाठी राजीवराजकुमार
तालुका नि. राण

गाव नमुना सात

अधिकार अभिलेख पत्रक
(महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहया (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१
यातील नियम ३, ५, ६ आणि ७)

गाव :- बाळकूम

तालुका :- ठाणे

जिल्हा :- ठाणे

दिनांक:- 01/07/2017 पर्यंत अदयावत

गट क्रमांक व उपविभाग 83/2/ब/1	भूधारणा पद्धती भोगवटादार वर्ग - 2	भोगवटदाराचे नांव			
क्षेत्रीय स्थानिक नांव	क्षेत्र आकारआणे व पी.ख. के.का			खाते क्रमांक	
क्षेत्र एकक हे.आर.पी.मी जिरायत - सागायत - तरी - वरकस - इतर 0.16.20 एकूण क्षेत्र 0.16.20 पोटखराब (लागवडीस अयोग्य) वर्ग (अ) 0.00.20 वर्ग (ब) - एकूण पो ख 0.00.20 आकारणी 3.30 जडी किंवा विशेष आकारणी	अजाईन रिजल इस्टेट प्रायव्हेट लिमिटेड	0.16.203.30	0.00.20(4165)	663 कडाचे नाव इतर अधिकार	
(959),(1188),(2310),(2367),(2368),(3103),(3885),(4169)				सीमा आणि मूनापन चिन्हे	

गाव नमुना बारा

दिनांक:- 01/07/2017 पर्यंत अदयावत

अधिकार अभिलेख पत्रक
(महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहया (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम २९)
गाव: बाळकूम तालुका: ठाणे जिल्हा: ठाणे

वर्ष	हंगाम	पिकाखालील क्षेत्राचा तपशील									जल सिंचनाचे साधन	शेरा		
		मिश्र पिकाखालील क्षेत्र						निर्मळ पिकाखालील क्षेत्र					निर्मळपिकाखालील लागवडीसाठी उपलब्ध नसलेली जमीन	
		निष्पन्नाचा संकेत क्रमांक		घटक पिके व पत्येकाखालील क्षेत्र				पिकांचे नाव	जल सिंचित	अजल सिंचित				स्वरूप
जल सिंचित	अजल सिंचित	पिकांचे नाव	जल सिंचित	अजल सिंचित	जल सिंचित	अजल सिंचित								
2016-17	संपूर्ण वर्ष										ओस	0.1620		

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गाव नमुना बाळकूम
तालुका: ठाणे दिनांक: 04-Oct-17

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव पारकडुम

पु. म. (१९५३)

सदरका ठाणे

भूखान क्रमांक	भूखान क्रमांकाचा उपविभाग	भूखान पत्रकी	भोगवट्याचाचे संव	कुलचे नांव
प. म. ८३	३	०	(२३६०) (८५३)	
शेतीचे स्थायिक नांव	३१/११-२		(५३२२) (३२८०)	
सागवडी योग्य क्षेत्र	हेक्टर	आर	(३२८९) (३५८२) (५२)	
	०-११-६		(७२६) (६६७) (२१०३)	
			अजादुल रिअल इस्टेट प्रायव्हेट लिमिटेड	
रहण	०-११-६		(२८८५)	सदर अधिकार <u>३०/६५४</u>
चे. प्र. (सागवडी योग्य नसलेले)				
वर्ग (अ)				
वर्ग (ब)				
पत्रक				
अकारणी	३-००	(२१११)		
मुदी किना वित्त आकारणी				किना आणि भूसाधन किने

गांव नमुना बारा (पिकांचे नोंद घरी)

क्र.	संगम	पिकांचातील क्षेत्रांचा वर्णनाम									सागवडीसाठी उपलब्ध नसलेली जमीन		पिकांचा क्षेत्र	पिकांचा क्षेत्र
		मिश्र पिकांचातील क्षेत्र					निर्मळ पिकांचातील क्षेत्र				पत्रक	हेक्टर		
		पिकांचा प्रकार	वर्ग	वर्ग	वर्ग	वर्ग	पिकांचा प्रकार	वर्ग	वर्ग	वर्ग				
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
			हे.आर.	हे.आर.		हे.आर.	हे.आर.		हे.आर.	हे.आर.		हे.आर.		

असत सवकुल घरी पत्रक दिले आहे.

तारीख २३/४/२०२४

तलाठी पारकडुम

गाव नमुना सात

अधिकार अभिलेख पत्रक
(महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१
यातील नियम ३, ५, ६ आणि ७)

गाव :- बाळकूम

तालुका :- ठाणे

जिल्हा :- ठाणे

दिनांक:- 01/07/2017 पर्यंत अदयावत

गट क्रमांक व उपविभाग 83/4/1/3A	शुधारणा पद्धती श्रीगवटादार वर्ग - 2	श्रीगवटादाराचे नांव		
शेतीचे स्थानिक नांव	क्षेत्र आकारआणे वी पी.ख. फे.फा		खाते क्रमांक	
क्षेत्र एवढा हे.आर.घौ.मी	अजर्जल रिजल इस्टेट प्रायव्हेट लिमिटेड	0.01.600.42	(4165)	663
जिरायत -				फळाचे नाव
बागायत -				इतर अधिकार
सरी -				इतर
वरकस -				तुक्का (944)
इतर 0.01.60				
एकूण क्षेत्र 0.01.60				
पोटखराब (लागवडीस अयोग्य)				
वर्ग (अ) -				
वर्ग (ब) -				
एकूण पी 0.00.00				
आकारणी 0.42				
जूडी किंवा विशेष आकारणी				
	(983),(1322),(1582),(2310),(2367),(2368),(3103),(3885),(4169)			सीमा आणि भुम्मापन चिन्हे

गाव नमुना बारा

दिनांक:- 01/07/2017 पर्यंत अदयावत

अधिकार अभिलेख पत्रक

(महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम २९)

गाव: बाळकूम

तालुका: ठाणे

जिल्हा: ठाणे

वर्ष	हंगाम	पिकाखालील क्षेत्राचा तपशील									निर्मळपिकाखालील लागवडीसाठी उपलब्ध नसलेली जमीन	जल सिंचनाचे साधन	शेरा
		मिश्र पिकाखालील क्षेत्र			निर्मळ पिकाखालील क्षेत्र			स्वरूप	क्षेत्र				
		मिश्रणाचा संकेत क्रमांक	घटक पिके व प्रत्येकाखालील क्षेत्र	पिकाचे नाव	जल सिंचित	अजल सिंचित	पिकाचे नाव			जल सिंचित			
2016-17	तपून वर्ष										कंपनी	0.0160	

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नसाठी राजा बाळकूम
तालुका, जि. ठाणे 04-Oct-17

गांव नमुना सात (अधिकार अभिलेख पत्रक)

वांच प्रा.स.मु.म
मालूम ८/१०

पु. स. ७९०/५

भूमापन क्रमांक	भूमापन क्रमांकाचा उपविभाग	भूमापन पध्दती	भोगवटाकाराचे नांव	कुळाचे नांव
न. स. <u>८३</u>	<u>५</u>		<u>७५८२</u> <u>७२२१</u>	
तेजीचे स्थानिक नांव	<u>मो.प्री-२</u>		<u>२२६५</u> <u>२२६८</u>	
सातवडी चोप क्षेत्र	हेक्टर	आर	<u>२१०३</u>	
	<u>०-१२-९</u>		<u>३८८५</u>	
एकूण	<u>०-१२-९</u>			
पो. ज. (सातवडी चोप नसलेले)				
वर्ग (अ)				
वर्ग (ब)				
एकूण				
अन्वयणे	<u>३-३१</u>			
जुबी क्रमा निरीक्षण आकाराची				

अजाईल रि.अल इस्टेट प्रायजेट लिमिटेड
प्रकार अधिकार पु. १५४

शिपा आणि भूमापन विधे

गांव नमुना बारा (शिपांची नंबर वही)

वर्ग	उंचाव	पिकासाठी क्षेत्राचा वर्गीकरण										शेतकरी/शेतकरी उपलब्ध नसलेली जमीन	शेतकरी/शेतकरी जमीन	शेतकरी/शेतकरी जमीन	शेतकरी/शेतकरी जमीन		
		पिकासाठी क्षेत्र					निर्पेक्ष पिकासाठी क्षेत्र										
		पिकासाठी क्षेत्र	पिकासाठी क्षेत्र	पिकासाठी क्षेत्र	पिकासाठी क्षेत्र	पिकासाठी क्षेत्र	पिकासाठी क्षेत्र	पिकासाठी क्षेत्र	पिकासाठी क्षेत्र	पिकासाठी क्षेत्र	पिकासाठी क्षेत्र						
		हे.आर.	हे.आर.		हे.आर.	हे.आर.		हे.आर.	हे.आर.		हे.आर.						

२०२३
२०१६

३५१ ०-१२-९

अपल नसताना घरी नसताना दिले आहे.

तारीख २०/६/२०१४

प्रा.स.मु.म
मालूम ८/१०

गाव नमुना सात

अधिकार अभिलेख पत्रक
(महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१
यातील नियम ३, ५, ६ आणि ७)

गाव :- बाळकूम

तालुका :- ठाणे

जिल्हा :- ठाणे

दिनांक:- 01/07/2017 पर्यंत अदयावत

गट क्रमांक व भुधारणा पद्धती उपविभाग	भोगवटदाराचे नांव	क्षेत्र आकारआणे व पौ.ख. फे.फा		खाते क्रमांक
83/6/3A भोगवटादार वर्ग - 2				
शेतीचे स्वास्तिक नांव	क्षेत्र आकारआणे व पौ.ख. फे.फा			खाते क्रमांक
क्षेत्र एकाक हे.आर.ची.मी	अजाईत रिअल इस्टेट प्रायव्हेट लिमिटेड	0.02.500.63	(4165)	663
जिराचत -				मुळाचे नाव
बागाचत -				इतर अधिकार
तरी -				इतर
वरकस -				तुकडा (944)
इतर 0.02.50				
एकूण क्षेत्र 0.02.50				
पोटखराब (लागवडीस अयोग्य)				
वर्ग (अ) -				
वर्ग (ब) -				
एकूण पौ 0.00.00				
आकारणी 0.63				
उशी किंवा विशेष आकारणी				
	(651),(708),(1322),(1582),(2367),(2368),(3103),(3885),(4169)			सीना आणि नुमापन चिन्हे

गाव नमुना बारा

दिनांक:- 01/07/2017 पर्यंत अदयावत

अधिकार अभिलेख पत्रक

(महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम २९)

गाव: बाळकूम

तालुका: ठाणे

जिल्हा: ठाणे

वर्ष	हंगाम	पिकाखालील क्षेत्राचा तपशील									निर्भळपिकाखालील लागवडीसाठी उपलब्ध नसलेली जमीन	जल सिंचनाचे साधन	शेरा	
		मिश्र पिकाखालील क्षेत्र			निर्भळ पिकाखालील क्षेत्र			स्वरूप	क्षेत्र					
		मिश्रणाचा संकेत क्रमांक	घटक पिके व प्रत्येकाखालील क्षेत्र	पिकांचे नाव	जल सिंचित	अजल सिंचित	पिकांचे नाव			जल सिंचित				अजल सिंचित
2016-17	संपूर्ण वर्षे										कंपनी	0.0250		

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तलास राजा शास्त्रज्ञ
तालुका, दि. ०७/१०/१७
04-Oct-17

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव वाळकूम
 तालुका दादर

व. स. (१९८१) १

भूमापन क्रमांक	भूमापन क्रमांकाचा उपविभाग	भूमापन पट्टी	भोववटावाराचे नांव	कुळाचे नंबर
व. स. <u>८९</u>	<u>१</u>	—	<u>१८३८</u> <u>१६६६</u> <u>२६३६</u> <u>३१०३</u>	
शेतीचे स्थानिक नंबर	—			
लागवडी श्रेणी क्षेत्र	इन्टर	आर		
एकूण	—	—		
पो. क्र. (लागवडी श्रेणी नसलेले)	०-००-८		अजाईल रिअल इस्टेट प्राय्व्हेट लिमिटेड	इतर अधिकार <u>०.९९४</u>
वर्ग (अ)			<u>३८८६</u>	<u>३८६०</u> <u>३८८०</u>
वर्ग (ब)	०-००-८			
आकारणी	—	—		
मुद्री किंवा विशेष आचरणणी				निष्ठा आणि भूमापन घेणे

गांव नमुना बारा (मिकांची संख्या)

वर्ष	दंगण	पिकाखालील क्षेत्राच्या तपसिल									सामन्यीसाठी उपलब्ध नसलेली पत्रे	वैयक्तिक क्षेत्र	वैयक्तिक क्षेत्राचे नंबर	टीप		
		मिश्र पिकाखालील क्षेत्र			निर्मळ पिकाखालील क्षेत्र			शटक पिके व प्रत्येका खालील क्षेत्र								
		१	२	३	४	५	६	७	८	९					१०	११
			दे.आर.	दे.आर.		दे.आर.	दे.आर.		दे.आर.	दे.आर.		दे.आर.				
<u>२०१७</u>																
<u>२०१८</u>																

अस्तित्वात वस्तुसूचक घट्टी नसल्याची घोषणा आहे.

तारीख २१/०६/२०१८

११११
 तालुका अधिकारी, वाळकूम
 दादर तालुका

गांव नमुना सात (अधिकार अधिलेख पत्रक)

गांव का/ककुम
तालुका बार्से

व. स. (१९६/२)

भूसागण क्रमांक	भूसागण क्रमांकाचा उपविभाग	भूसागण फसती	भोगवट्यावाचे गांव	कुळाचे गांव
व. स. ८९	२	—	(८३९) (३५१)	
शेतीचे स्थानिक गांव	—		(१०६५) (१५८३)	
सागवटी चोंब क्षेत्र	हेक्टर	आर	(१८०३) (२१०३)	
	०-१८-२	—	अजाईल रिअल इस्टेट प्रायव्हेट लिमिटेड	
	—	—	(३८८६)	भूगत अधिकार (७०९५५)
एकूण	०-१८-२	—		(१३५०) (३५४) (१०५५)
पो. स. (सागवटी चोंब वसलेले)	—	—		(१५९३) (३६८८)
वर्ग (अ)	—	—		(३४६७) (३८८७)
वर्ग (ब)	—	—		
एकूण	—	—		
आकारणी	४-२०	—	(२३१०)	
जुबी किंवा विशेष आकारणी				किमा आणि भूसागण किंमत

गांव नमुना बारा (पिकांचे गांव वगैरे)

वर्ग	वेगळी	पिकांसाठी क्षेत्राचा वर्गीकरण										साकळीसाठी उपलब्ध नसलेली पन्थी		वर्ग			
		पिकांसाठी क्षेत्राचा वर्गीकरण					निर्धित पिकांसाठी क्षेत्र					१२	१३				
		१	२	३	४	५	६	७	८	९	१०				११		
२०१३																	
२०१४																	

असत बरदस्तुत वगैरे नमूद विली आहे.

तारीख २१/०६/२०१५

का/ककुम
तालुका बार्से

गांव नमुना सात (अधिकार अभिलेख पत्रक)

शेव बाळकुम
सालका डोवो

व. स. 1988/3

भूमापन क्रमांक	भूमापन क्रमांकाचा उपविभाग	भूकरणा पत्रकी	भोगवट्याचे नंबर	कुळाचे नंबर
व. स. ८९	३		१०५ १४४	
शेतीचे स्वागिक नंबर	३५४०८-२		१६१४ ११२२	
सामवडी योग्य क्षेत्र	हेक्टर	अर	१६६६ २६२६	
	०-१४-२		२१०३	
एकूण	०-१४-२		अजाईल रिजल इस्टेट प्रायव्हेट लिमिटेड ३८८६ ३८८५	इतर अधिकार ३४६० ३८८०
पो. ख. (सामवडी योग्य वचलेले)				
वर्ग (अ)				
वर्ग (ब)				
एकूण				
अकारणी				
जुनी किंवा विशेष अकारणी	१-३१			किना आदि भूमापन घेणे

गांव नमुना बारा (पिकांची नोंद घेणे)

वर्ष	हंगाम	पिकांचातील क्षेत्रांचा वपशिल										सामवडीसाठी उपलब्ध वचलेली जमीन	वर्षातील पत्रक	वर्षातील नोंद	शेता	
		मिथ पिकांचातील क्षेत्र					निर्मिथ पिकांचातील क्षेत्र									
		१	२	३	४	५	६	७	८	९	१०					११
		दे.आर.	दे.आर.		दे.आर.	दे.आर.				दे.आर.	दे.आर.		दे.आर.			
२०१३																
२०१४																

असात नमूदकृत खरी वचकल दिली आहे.

तारीख २१/०४/२०१४

गावठी
बाळकुम
डोवो

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव वाळकूम
तालुका ठाणे

पु. नं. (१९४/४)

भूसाधन क्रमांक	भूसाधन क्रमांकाचा उपविभाग	पूरवार्ता पध्दती	भोगवट्यावारीचे पांव	कुळाचे पांव
न. घ. <u>८९४</u>	<u>४</u>	—	<u>(८२१)</u> <u>(१८०८)</u> <u>(२६२६)</u> <u>(२१०३)</u>	
शेतीचे स्थानिक मांव	—			
सागवडी घोव्य क्षेत्र	इस्ट	व्हाट	अजाईल रिअल इस्टेट प्राय्व्हेट लिमिटेड <u>(३८८६)</u>	इतर अधिकार <u>५०९४</u> <u>(२४६७)</u> <u>(३८८७)</u>
	<u>०-०१-३</u>	—		
एकूण	<u>०-०१-३</u>	—		
घे. घ. (सागवडी घोव्य नसलेले)	—	—		
वर्ग (अ)	—	—		
वर्ग (ब)	—	—		
एकूण	—	—		
आकारणे	<u>०-३०</u>			अंतिम-अंतिम भूसाधन विवे
जुने मिल्क विन्नेम आकारणे				

गांव नमुना बारा (पिकांचे नोंद घरी)

वर्ग	दिनांक	पिकांसाठी क्षेत्राचा उपनिहास										सागवडीसाठी उपलब्ध नसलेली पध्दती		इतर अधिकार	वर्ग	दिनांक		
		सिध्द पिकांसाठी क्षेत्र					निषेधित पिकांसाठी क्षेत्र					पध्दती	वर्ग					
		१	२	३	४	५	६	७	८	९	१०						११	
				हे.आर.	हे.आर.			हे.आर.	हे.आर.			हे.आर.	हे.आर.					
<u>२०१३</u> <u>२०१४</u>													<u>०-०१-३</u>					

असल्या बद्दल नमुना घरी नमूद विली आहे.

तारीख २१/०४/२०१४

वाळकूम
तालुका ठाणे

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव काळकुम
जिल्हा ठाणे

व. स. (१९६५)

भूवापन क्रमांक	भूवापन क्रमांकाचा उपविभाग	भूवापन पत्रको	भोववटाकाराचे नांव	कुळाचे नांव
व. स. ८९	५	—	१६२ १४४५ १६६६ २६३६ १९०३ ३८८६ ३८८५ ३४६४ ३८८८	
संगोपे स्थानिक नांव	—		अजाईल रिअल इस्टेट प्रायव्हेट लिमिटेड	इतर अधिकार
सापसवी घोग्य क्षेत्र	वेक्टर	आर		
	०-१३-६	—		
एकूण	०-१३-६	—		
पो. ख. (सापसवी घोग्य नसलेले)	०-००-८	—		
वर्ग (अ)	—	—		
वर्ग (ब)	०-१४-४	—		
आकाराची सुची किंवा विशेष आकाराची	३ = ३१			सिमा स्थिति भूवापन दिन्ने

गांव नमुना सारा (पिकांची नोंद करी)

वर्ग	इंगाम	पिकांसाठीच्या क्षेत्राचा तपसिला										सापसवी घोग्य उपलब्ध नसलेली जमीन	सापसवी घोग्य क्षेत्र	संगोपे स्थानिक नांव	वर्ग	
		पिकांसाठीच्या क्षेत्राचा तपसिला					निर्धोक्त पिकांसाठीच्या क्षेत्राचा तपसिला									
		१	२	३	४	५	६	७	८	९	१०					११
				दे.आर.	दे.आर.			दे.आर.	दे.आर.			३९९५	०-१३-६			

असात भरवकूम खरी नसून दिली आहे.

तारीख २७/०८/२०१४

सहाय्यी
जिल्हा ठाणे काळकुम
तारखेचा दि. २७/०८/१४

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव वाळकूम

तासका डाणे

उ. प्र. (१९८६)


भूवापन क्रमांक	भूवापन क्रमांकाचा उपविभाग	भूवापन पध्दती	भोगवट्यावारे पांव	कुव्याचे नंबर		
र. स. <u>८९</u>	<u>३</u>	—	<u>३२९</u> <u>८५६</u> <u>९५८४</u> <u>९८०४</u> <u>२९२६</u> <u>३९०३</u>			
शेतीचे स्थानिक नांव	—					
सातकडी घोष्य क्षेत्र	इन्टर	आर	अनाईत रिजल इस्टेट प्रायव्हेट लिमिटेड इतर अधिकार <u>५० (९५४)</u> <u>२४६०</u>			
	<u>०-१४-२</u>	—				
एकूण	<u>०-१४-२</u>	—				
शे. ख. (सातकडी घोष्य नसलेले)	<u>०-००-२</u>	—				
वर्ग (अ)	एकूण	<u>०-१४-४</u>	विष्णू/आमि भूवापन निवेद			
वर्ग (ब)		<u>३-२५</u>				
आकाराची तुळी किंवा विशेष आकाराची	—				<u>२९१५</u>	

गांव नमुना/बारा (निकांशी बॉर घडी)

वर्ग	इंग्रज	पिकाखालील क्षेत्राचा इतिहास									सातकडीसाठी उपलब्ध नसलेली पुरावे		
		सिध्द पिकाखालील क्षेत्र			निर्दिष्ट पिकाखालील क्षेत्र						एकूण	शे	वर्ग
		पिकाचे क्षेत्र	पिकाचे क्षेत्र	पिकाचे क्षेत्र	पटका पिके व प्रत्येका खालील क्षेत्र			पिकाचे क्षेत्र	पिकाचे क्षेत्र	पिकाचे क्षेत्र			
३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	
			हे.आर.	हे.आर.		हे.आर.	हे.आर.		हे.आर.	हे.आर.	हे.आर.		
<u>२०१३</u>													
<u>२०१४</u>													

अस्तित् वाळकूम घडी नसकत दिली आहे.

तारीख २३/०८/२०१४


उत्पादी, वाळकूम
तालुका नि. दाणे

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव बाळकुम
जिल्हा ठाणे

न. स. १९५/११५

भूखण्ड क्रमांक	भूखण्ड क्रमांकाचा उपविभाग	भूखण्ड पत्रकी	भोगवट्याचा क्र. सं.	मुळचे नांव
न. स. ९०	१ & ३		(२६१) (५८५)	
शेतीचे स्थानिक नांव			(१९८१) (२६३६)	
सातवडी चोग क्षेत्र			(३१०२)	
	हेक्टर	आर	अर्जाईल रिअल इस्टेट प्रायव्हेट लिमिटेड	
	०-१२-२	-	(२८८६)	
एकूण	०-१२-२	-	जुलर सफिकार	६ = ९९९
मो. ख. (सातवडी चोग नसलेले)	०-०२-०	-	(९५०)	(१००२)
वर्ग (अ)	-	-	(२४६०)	(२८८०)
वर्ग (ब)	०-१४-२	-		
अकारणी	२-५६	-		
जुडी क्रिया विरोध आकारणी				मिना आणि भूखण्ड-विने

गांव नमुना बारा (पिकांची नांव पत्र)

वर्ष	हेक्टर	पिकाखालील क्षेत्राचा तपशील									सातवडीसाठी उपलब्ध नसलेली जागीर		पिकांची लागवडीची क्षेत्र	एकूण
		मिथ पिकाखालील क्षेत्र			विशेष पिकाखालील क्षेत्र			एकूण	शे.	एकूण	शे.			
		पिके	हे.आर.	अ.आर.	पिके	हे.आर.	अ.आर.							
२०११														
२०१२														

अकारणी भूखण्ड खरो पत्रक दिली आहे.

ता. २४/०९/२०१५


अधिकारी

गाव नमुना सात

अधिकार अभिलेख पत्रक
(महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९६१
यातील नियम ३, ५, ६ आणि ७)

गाव :- वाळकूम

तालुका :- ठाणे

जिल्हा :- ठाणे

दिनांक:- 22/06/2017 पर्यंत अदयावत

मट क्रमांक व उपविभाग 90/4/अ	क्षुभारणा पत्रती भोगवटद्वारा वर्ग	भोगवटद्वाराचे नाव
शेतीचे स्थानिक नाव	क्षेत्र आकारजाणे व पो.ख. फे.पा	खाते क्रमांक
क्षेत्र एकक हे.आर.ची.मी जिरायत 0.09.20 बागायत - तरी - बरकास - इतर - एकूण क्षेत्र 0.09.20	अजयस रिअल इस्टेट प्रायव्हेट लिमिटेड 0.09.20 2.14 (4165)	663 कळाचे नाव इतर अधिकार
पोटखराब (लागवडीस अनोप्य) वर्ग (अ) - वर्ग (ब) - एकूण पो 0.00.00		
आकारणी 2.14		
जडी किंवा विशेष आकारणी		
	(101),(306),(877),(944),(1814),(2310),(2636),(3103),(3467), (3886),(3887)	सीमा आणि गुमापन चिन्हे

गाव नमुना बारा

अधिकार अभिलेख पत्रक

दिनांक:- 22/06/2017 पर्यंत अदयावत

(महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९६१ यातील नियम २९)
गाव: वाळकूम तालुका: ठाणे जिल्हा: ठाणे

वर्ष	हंगाम	पिकांखालील क्षेत्राचा तपशील									निर्मळपिकांखालील लागवडीसाठी उपलब्ध नसलेली जमीन	जल सिंचनाचे साधन	शेरा
		मिश्र पिकांखालील क्षेत्र			निर्मळ पिकांखालील क्षेत्र			स्वरूप	क्षेत्र				
		मिश्रणाचा संकेत क्रमांक	घटक पिके व प्रत्येकाखालील क्षेत्र		पिकांचे नाव								
2016-17	संपूर्ण वर्ष	जल सिंचित	अजल सिंचित	पिकांचे नाव	जल सिंचित	अजल सिंचित	पिकांचे नाव	जल सिंचित	अजल सिंचित	कपनी	0.0920		

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तालुका क्षेत्रीय कार्यालय 04-Oct-17

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव साककुम
तालुका डोबो

ज. न. (१९५/५)

भूसाधन क्रमांक	भूसाधन क्रमांकाचा उचितभाग	भूसाधन पत्रकी	भोगवट्याचाचे पांव	कुळाचे पांव
न. न. ९०	५	—	१०५३ १९५८ २६२६ ३१०३	
तंत्राचे स्थानिक पांव	—			
सागवडी भोग क्षेत्र	हेक्टर	आर		
एकूण	०-१२-६	—	अजयल रि.अल इस्टेट प्रायव्हेट लिमिटेड ३८८६	इतर अधिकार ८० ९५४ ११९५ १५७२
	०-१२-६	—		३५६७ ३८८७
घे. छ. (सागवडी भोग नसलेले)	०-०१-६	—		
वर्ष (अ)	—	—		
वर्ष (ब)	०-१४-२	—		
अपारखी मुदी किंवा विशेष आकाराची	२-१४	—	२३१०	विषय आणि भूसाधन दिग्दर्श

गांव नमुना बारा (विकासाचे बंद जले)

वर्ष	दफतर	पिकाधारकाला क्षेत्राचा सचिवाल										सागवडीसाठी उपलब्ध नसलेली जमीन		सर्वीसपत्रके संख्या	सर्वीसकार्यालय संख्या	संख्या
		मिश्र पिकाधारकाला क्षेत्र					निर्मळ पिकाधारकाला क्षेत्र					एक	दुसरे			
		१	२	३	४	५	६	७	८	९	१०					
२०१३ २०१४		हे.आर.	हे.आर.	हे.आर.	हे.आर.	हे.आर.	हे.आर.	हे.आर.	हे.आर.	हे.आर.	हे.आर.	हे.आर.	०-१२-६			

असून वास्तुत्व घरी नसून दिली आहे.

तारीख २९/०४/२०१४

तलाठी साककुम
तालुका डोबो

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव काकूम
गावजा डांगे

द. नं. (१९५) / ६

भूखण्ड क्रमांक	भूखण्ड क्रमांकका उपविभाग	भूखण्डाच्या पध्दती	भोण्डटदाराचे नांव	कुळाचे नांव
न. नं. ९०	६	—	(६५) (१८११)	
शेतीचे स्थानिक नांव	—		(२१३६) (३१०३)	
सागवडी चौथ क्षेत्र	हेक्टर	आर		
	०-०९-०	—		
एकूण	०-०९-०	—	अजाईल रिअल इस्टेट प्राय्व्हेट लिमिटेड	उत्तर अधिकार (१०) (११५)
चे. ख. (सहाय्यी चौथ नमतेले)	—	—	(२८८६)	(१५६०) (२८८०)
वर्ग (अ)	—	—		
वर्ग (ब)	—	—		
एकूण	—	—		
आकारची मूळी मित्या घितलेप आकाराची	०-१९	—		मिथ आणि भूखण्ड मिथि

गांव नमुना बारा (मिथांची नोंद घेणे)

वर्ग	संगणक	मिथाच्यातील क्षेत्राचा उपविभाग										साफवडीसाठी उपलब्ध पसरवली पकीन		वर्ग	मिथ
		मिथ विभागातील क्षेत्र					मिथ विभागातील क्षेत्र					१२	१३		
		३	४	५	६	७	८	९	१०	११					
		दे.आर.	दे.आर.		दे.आर.	दे.आर.		दे.आर.	दे.आर.		०-०९-०	१२	१३		

असल बाहेरून घरी नमूनत दिली आहे.

तारीख २९/०५/२०१८

पत्रांक
तलाठी कार्यालय
जिल्हा न. ३६

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव वाळकुम
 गावका डांगे

व. स. 1984/80

भूतपत्र क्रमांक	भूतपत्र क्रमांकाचा उपविभाग	भूतपत्राचा फर्दी	भोगवटाकाराचे नांव	मुलाचे नांव
न. स. 20	0	—	806, 2232, 2626, 3902	
शेतीचे स्वागतिक नांव	—			
सहकारी योग्य क्षेत्र	हेक्टर	आर		
	0-08-0	—		
एकूण	0-08-0	—	अर्जाईल रि.अल इस्टेट प्रायव्हेट लिमिटेड 2226	इम (अधिकार) 13 व 154 2556, 2226
शे. प्र. (सहकारी योग्य नसलेले)	—	—		
सर्पे (अ)	—	—		
सर्पे (ब)	—	—		
एकूण	—	—		
आकाराचे	0-09			
जुळी किंवा विरोध आकाराचे				सिमा आणि भूवस्तु चिन्ह

गांव नमुना बारा (चिकांची नोंद खी)

वर्ष	संगणक	पिकाखालील क्षेत्राचा स्वतंत्रित									सहकारी क्षेत्राची उपलब्ध नसलेली जागी		सहकारी क्षेत्र	जमीन मालकाचे नांव	संगणक	
		मिश्र पिकाखालील क्षेत्र			निर्मूलक पिकाखालील क्षेत्र						पट्टा	क्षेत्र				
		विकसित क्षेत्र	सहकारी	असहकारी	पट्टा निचे व प्रत्येका खालील क्षेत्र			विकसित क्षेत्र	सहकारी	असहकारी						
1	2	3	4	5	6	7	8	9	10	11	12	13				
2007																
2008																

असल बाजूकडे घरी नकल दिली आहे.

तारीख 29/08/2008

तालुका वाळकुम
 जिल्हा वाळकुम
 सहायक जिल्हा अधिकारी

गांव नमुना सात (अधिकार बाधिलेख पत्रक)

गांव काळकुवा
जिल्हा दादर

उ. स. (१९५/६)

भूवापन क्रमांक	भूवापन क्रमांकाचा उपनिर्माण	भूवापन पध्दती	भोवतळादाराचे नांव	कुळाचे नांव
न. स. १०	८	—	(४०४) (१५१५) (२५२५) (५५३६) (३१०३) (३८८६)	
मोठीचे स्थानिक नांव	—		अजाईल रिअल इस्टेट प्रायव्हेट लिमिटेड	पुनर अधिकार ७. (९४४) (१०५५) (१५१५) (२५२५) (३५३६) (३८८६)
सापनवी घोष क्षेत्र	हेक्टर	आर		
एकूण	०-१०-१	—		
	०-१०-१	—		
चे. ख. (सापनवी घोष नसलेले)	—	—		
वर्ग (अ)	—	—		
वर्ग (ब)	—	—		
एकूण	—	—		
आकाराची	२-५०			
जुळे किंवा विरले आकाराची				विमा आणि भूवापन दिवे

गांव नमुना बारा (पिकांची नोंद वळी)

वर्ग	संगणक	पिकांच्यावरील क्षेत्राचा स्वतंत्रित्व										सापनवीपाडी उपपत्रक नसलेली जमीन		वर्ग
		मिठाळ पिकांसाठी क्षेत्र					मिठक पिकांसाठी क्षेत्र					पट्टा	ह	
		१	२	३	४	५	६	७	८	९	१०			
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	
		दे.आर.	दे.आर.		दे.आर.	दे.आर.		दे.आर.	दे.आर.		०-१०-१	दे.आर.		

असल बाबतची नोंद घ्यावी असे.

तारीख २१/०८/२०१८

अजाईल रिअल इस्टेट प्रायव्हेट लिमिटेड
दादर

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव वाळकुम
जिल्हा हिंगो

व. न. (१९९४/९)

भूमापन क्रमांक	भूमापन प्रकल्पाचा उपविभाग	भूमापन पत्रको	भेकवाटापत्राचे नंबर	कुलाचे नंबर
न. न.	९०	९	३३४ ४६०	
शेतीचे स्थानिक नंबर	—		७२९ ८५२	
सागवडी योग्य क्षेत्र	हेक्टर	आर	७५० ९८९२ ३६२६	
	०-५०-९	—	३१०३	
	—	—	अजाईला रिअल रुस्टेट प्रायव्हेट लिमिटेड	
एकूण	०-१०-९	—	३८८९	इतर अधिकार ७० ९९९
	—	—		८५९ ९९२६ ९८५५
घे. न. (सागवडी योग्य नसलेले)	—	—		३४६० ३८८०
वर्ग (अ)	—	—		
वर्ग (ब)	—	—		
एकूण	—	—		
आकाराची	२-१९			
जुकी किंवा विलेख आकाराची				किंवा स्थानिक भूमापन नियमे

गांव नमुना बारा (निकांभी नोंद घरी)

वर्ष	हेक्टर	पिकासाठी क्षेत्राचा वर्गीकरण									सागवडीसाठी उपलब्ध नसलेले जमीन		जमीन मालकाचे नांव	दिनांक
		निच पिकासाठी क्षेत्र			निच पिकासाठी क्षेत्र			फळदार क्षेत्र	उर्वर क्षेत्र	जमीन मालकाचे नांव	दिनांक			
		पिकाचे प्रकार	हेक्टर	आर	पिकाचे प्रकार	हेक्टर	आर							
२०१३														
२०१४														

असल बाबतून खरी पत्रक दिली आहे.

तारीख २१/०५/२०१४

तलाठी वाळकुम
जिल्हा हिंगो

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव डा/ककुम
जिल्हा डा/ये

न. नं. (३९५/२०१९)

भूखण्ड क्रमांक	भूखण्ड क्रमांकाचा अधिकार	भूखण्डाचा मालक	भोगवट्याधारचे नांव	मुळाचे नांव
न. नं. <u>९०</u>	<u>२०१९</u>		<u>६५</u> <u>९५९</u> <u>३९५९</u> <u>३१५१</u>	
जिल्हाचे पंचायत नांव			<u>अजाईल रिअल इस्टेट प्रायव्हेट लिमिटेड</u>	
सातवाडी जिल्हा क्षेत्र	हेक्टर	आर		
	<u>०-०५-१</u>			
एकूण	<u>०-०५-१</u>			
पो. स. (सामवडी जिल्हा नसलेले)				
मार्ग (अ)				
मार्ग (ब)				
एकूण				
अधिकारधारी	<u>१-३७</u>			
मुंबई जिल्हा निहाय अधिकारधारी				सिमा आणि भूखण्ड चिन्ने

गांव नमुना बारा (पिकांची नोंद करी)

वर्ष	प्रमाण	पिकांप्रतीक्ष क्षेत्राचा तपविस्तार										सातवाडी जिल्हा उपलब्ध नसलेली जागी		अन्य विवरणे	पिकांच्या प्रकारांचे नाव	एकरी	
		पिकांप्रतीक्ष क्षेत्र					निर्भोज पिकांप्रतीक्ष क्षेत्र					एकरी	एकरी				
		पिकांच्या प्रकारांचे नाव	पिकांच्या प्रकारांचे नाव	पिकांच्या प्रकारांचे नाव	पिकांच्या प्रकारांचे नाव	पिकांच्या प्रकारांचे नाव	पिकांच्या प्रकारांचे नाव	पिकांच्या प्रकारांचे नाव	पिकांच्या प्रकारांचे नाव	पिकांच्या प्रकारांचे नाव	पिकांच्या प्रकारांचे नाव						
<u>२०१७</u> <u>२०१८</u>		दे.आर.	दे.आर.		दे.आर.	दे.आर.		दे.आर.	दे.आर.		दे.आर.	दे.आर.					

असात वाढवून घरी नसत विरी असे.

तारीख २१/०९/२०१९

जिल्हा
सहाय्यक
जिल्हा

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव वाककुम
 तालुका दादर

व. स. (५९५/१०) ७

भूमापन क्रमांक	भूमापन क्रमांकाचा उपविभाग	भूमापन पध्दती	भोगवट्याखालाचे नांव	सुलकाचे नंबर
व. स. ९०	१० <u>७</u>	—	(९५९) २६३६ (३१०३९)	
शेतीचे खासियत नांव	—			
सामग्रीचे योग्य क्षेत्र	वेक्टर	आर		
	०-०९-४	—	अजाईल रिजल इस्टेट प्रायव्हेट लिमिटेड	
एकूण	०-०९-४	—	(३८८६)	उत्तर अधिकार (२४६७) (२८८७)
पे. ख. (सामग्रीचे योग्य नमूने)	—	—		
वर्ग (अ)	—	—		
वर्ग (ब)	—	—		
आकाराची सुवी किंवा विशेष आकाराची	२-४४	—		निमा आणि भूमापन विन्ने

गांव नमुना बारा (पिकांची नोंद घेणे)

वर्ष	संगम	पिकांखालील क्षेत्राचा तपशील									सागवट्यासाठी उपलब्ध पहालेली जागा		सर्वेक्षकचे नाव	वर्षानुसारचे क्षेत्र	पे. नं.
		मिथ पिकांखालील क्षेत्र			निर्मिळ पिकांखालील क्षेत्र						पहा	झा			
		सिमेंट पिका	कापूस	अन्नासिंध	पटक पिके व इत्येका खालील क्षेत्र			सिमेंट	सासिंध	अन्नासिंध					
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	
२०१७			हे.आर.	हे.आर.		हे.आर.	हे.आर.		हे.आर.	हे.आर.		हे.आर.			
२०१८															

असल पत्रद्वारा चरी नसत दिली आहे.

तारीख २१/०४/२०१८

तालुका दादर
 जिल्हा वाककुम
 तालुका नि. दादर

गांव नमुना सात (अधिकार अभिलेख पास)

नांव याककुम
मातुका डागे

नु. स. (१९५/११)

भूखण्ड क्रमांक	भूखण्ड क्रमांकाचा उपविभाग	भूखण्डाचा पत्रको	भूखण्डाचा नांव	पुण्याचे नांव
व. प्र. २०	११	—	(३३५) (११८२)	
होतीचे स्थानिक नांव	—		(१९६९) (२६२६)	
लागवडी घोष क्षेत्र	वेक्टर	आर	(३१०३)	
एकूण	०-१२-१	—	अजाईत रिअल इस्टेट प्रायव्हेट लिमिटेड	
	—	—	(३२८६)	द्वार अधिकार (५०९५५)
पो. घ. (लागवडी घोष नसलेले)	०-१२-१	—	(२९६७)	(३८८७)
वर्ग (अ)	—	—	S	S
वर्ग (ब)	—	—		
आकाराची तुमी किंवा विशेष आकाराची	२	५५		मिमा यादव भूखण्ड मिने

गांव नमुना बारा (पिकांची नोंद वही)

वर्ष	संगम	पिकांसाठी देण्यात येणाऱ्या संपत्तिसात									साधनहीन उभारलेल्या नसलेली जागी		वर्ष	वर्ष
		मिच पिकांसाठी देण्यात येणाऱ्या संपत्तिसात			विप्रेत पिकांसाठी देण्यात येणाऱ्या संपत्तिसात			वर्ष	वर्ष	वर्ष	वर्ष			
		वर्ष	वर्ष	वर्ष	वर्ष	वर्ष	वर्ष							
२०१३		दे.आर.	दे.आर.		दे.आर.	दे.आर.		दे.आर.	दे.आर.		दे.आर.			
२०१४														

असात भरवून घ्यावे व नसत दिली आहे.

तारीख २१/०५/२०१५

याककुम
दस्तावेज अधिकारी
तारीख २१/०५/२०१५

गांव नमुना सात (अधिकार अभिलेख पत्रक)

सं. ४/७७
 तालुका डोरो

न. स. १९५/१२

भूखण्ड क्रमांक	भूखण्ड क्रमांकाचा स्थितिपत्रक	भूखण्ड स्थिती	भोगनदस्तावेजाचे संख्या	कुळाचे संख्या
न. स. <u>९०</u>	<u>१२</u>	—	<u>२१) ११९२</u> <u>१९६९ २६३६</u> <u>११०३</u>	
संगतीचे स्थानिक संख्या	—			
सातवाडी घोष क्षेत्र	हेक्टर	आर		
	<u>०-०८-८</u>	—		
एकूण	<u>०-०८-८</u>	—	अजाईल रि.आल इस्टेट प्राय्‌क्लेट लिमिटेड <u>३८८६</u>	इतर अधिकार <u>गु.० (९५४)</u> <u>२१२) ३४६५</u>
पो. ख. (सातवाडी घोष नसलेले)				
वर्ग (अ)	<u>०-०२-३</u>	—	S	S
वर्ग (ब)	—	—		
एकूण	<u>०-११-१</u>	—		
आकाराची सुची किंवा विविध आकाराची	<u>१-९३</u>	<u>७</u>		शिवाय आणि भूतापण दिने

गांव नमुना वारा (मिळवणी कर घरी)

वर्ग	संख्या	पिकाप्रालीन क्षेत्राचा स्थितिपत्रक									सातवाडीमधील उपलब्ध नसलेली जमीन	सातवाडीमधील क्षेत्र	एकूण
		विश्व पिकाप्रालीन क्षेत्र			निर्भक्ष पिकाप्रालीन क्षेत्र								
		विश्व पिकाप्रालीन क्षेत्र	पिकाप्रालीन क्षेत्र	अन्य पिकाप्रालीन क्षेत्र	पिकाप्रालीन क्षेत्र	पिकाप्रालीन क्षेत्र	पिकाप्रालीन क्षेत्र	पिकाप्रालीन क्षेत्र	पिकाप्रालीन क्षेत्र	पिकाप्रालीन क्षेत्र			
		हे.आर.	हे.आर.		हे.आर.	हे.आर.		हे.आर.	हे.आर.		हे.आर.		
<u>२०१७</u> <u>२०१८</u>											<u>०-०८-८</u>		

असत बाह्यतुल्य घरी नसत दिली आहे.

तारीख २१/०१/२०१८

तालाठी ४/७७
 तालुका डोरो

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव वाककुम
जिल्हा डोंगे

ड. म. (३९५/९९)

भूमापन क्रमांक	भूमापन क्रमांकाचा उपविभाग	भूखण्ड नव्वती	भोनवळकराचे खंड	कुळाचे नंबर
व. म. ९०	९९	—	(६२०) (१००५)	
लेखीचे स्थानिक नंबर	—		(११७५) (१९६१)	
लागवडी योग्य क्षेत्र	हेक्टर	अर	(२६३६) (३१०३)	
	०-०६-८	—	अजाकुल रिजल इस्टेट प्रायव्हेट लिमिटेड	
एकूण	०-०६-८	—	(३८८६)	१०९५४
पो. म. (लागवडी योग्य नसलेले)	—	—		५५०
वर्ग (अ)	—	—		१०५५
वर्ग (ब)	—	—		११७५
एकूण	—	—		३८८६
आजतापर्यंत कुठो किंवा पिकेन आजतापर्यंत	१-५५	—		३३६६

गांव नमुना बारा (पिकांचे नोंद पत्र)

वर्ष	दंगण	पिकाद्यालील क्षेत्रात उपविभाग										लागवडीसाठी उपलब्ध नसलेली पन्नीव	वर्ग	एकूण लागवडीचे क्षेत्र	एकूण	
		पिकाद्यालील क्षेत्र					निर्धन पिकाद्यालील क्षेत्र									
		पिकाद्यालील क्षेत्र	पिकाद्यालील क्षेत्र	पिकाद्यालील क्षेत्र	पिकाद्यालील क्षेत्र	पिकाद्यालील क्षेत्र	पिकाद्यालील क्षेत्र	पिकाद्यालील क्षेत्र	पिकाद्यालील क्षेत्र	पिकाद्यालील क्षेत्र	पिकाद्यालील क्षेत्र					
२०१३		हे.आर.	हे.आर.		हे.आर.	हे.आर.		हे.आर.	हे.आर.							
२०१४																

अन्यत बाबतून धरो नसकत दिली आहे.

तारीख २१/०८/२०१४

अधिकारी
अजाकुल रिजल इस्टेट प्रायव्हेट लिमिटेड

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव वाळकुम
तालुका डोहा

नु. नं. (200/02)

भूभाषण क्रमांक	भूभाषण क्रमांकाचा उपविभाग	भूभाषण पत्रकी	भोगवटदाराचे नांव	मुळाचे नंबर
न. नं. <u>९५</u>	<u>७२</u>	—	(003) (9299)	
शेतीचे स्थानिक नंबर	—		(945) (964)	
सातवडी योग्य क्षेत्र	इंस्टा	आर	(2525) (2902)	
	०-०८-०	—	अजाईल रिअल इस्टेट प्रायव्हेट लिमिटेड	
	—	—	(३८८६)	एन अधिकार (३०९८९)
एकूण	०-०८-०	—		(३५६७) (३८८७)
घो. धा. (सातवडी योग्य नसलेले)	०-०९-०	—		
वर्ग (अ)	—	—		
वर्ग (ब)	०-०९-०	—		
एकूण				
आकाराची नुवी किंवा विशेष आकाराची	०-२३			सिमा आणि भूभाषण विन्ने

गांव नमुना बारा (पिकांची नोंद घरी)

वर्ग	इंग्रजी	पिकांचावेल क्षेत्राचा वर्गीकरण										सातवडीसाठी उपलब्ध नसलेली पानी		वर्गीकरणाचे नंबर	वर्गीकरण कालावधी नंबर	दि. नं.			
		मिश्र पिकांचावेल क्षेत्र					निर्भोज पिकांचावेल क्षेत्र					१३	१४						
		३	४	५	६	७	८	९	१०	११	१२								
		हे.आर.	हे.आर.																

अन्वयन भरवतुम घरी नसताना दिली आहे.

तारीख 29/03/2018

[Signature]
अधीक्षक सहायक वाळकुम
वाळकुम जिल्हा

Annexure 'D'

(COMMON AREAS & AMENITIES AND LIMITED COMMON AREAS & AMENITIES)

PART A LIMITED COMMON AREAS & AMENITIES

- Entrance Lobby & Drop offs
- Elevators, Staircase and lift lobby
- Refuge area
- Meter room
- Mail box
- Society office
- Fire control room

PART B COMMON AREAS & AMENITIES FOR SECTOR 5

- Gym with various fitness zones
- Spa
- Squash court
- Fitness centre and multiple activity room including lounge, pool table, table tennis, Carrom, Foosball, Chess, Video games and entertainment room, board games, Dartboard, reception lounge, Function hall, Music room and Children's activity area
- Pool lounge
- Swimming Pool with pool deck
- Family Pool
- Toddler's Pool
- Poolside cabana
- Viewing decks
- Children's play area
- Maze garden
- Event Plaza
- Herb garden
- Tree Bosque
- Reading Garden
- Sloped lawn
- Chess court
- Meditation area
- Yoga deck
- Rain water harvesting system, water tanks and sewage treatment plant (STP)
- CCTV covering designated common areas
- Firefighting systems
- Sprinkler system & ventilation to the basement
- Public address system
- Substation
- D.G. Power Backup for designated common areas and select/identified utility areas
- Solar heating system for water heating and/ or lighting

Annexure 'E'
(MAHARERA REGISTRATION CERTIFICATE)



Maharashtra Real Estate Regulatory Authority

**REGISTRATION CERTIFICATE OF PROJECT
FORM 'C'
[See rule 6(a)]**

This registration is granted under section 5 of the Act to the following project under project registration number :
P51700020196

Project: Sector 5 - Wing C , Plot Bearing / CTS / Survey / Final Plot No.:New S No 89/1 Part 89/2/B Part 89/3 Part 89/4 Part 89/5 Part of Village Balkum at Thane (M Corp.), Thane, Thane, 400607;

1. Agile Real Estate Pvt. Ltd. having its registered office / principal place of business at Tehsil: Andheri, District: Mumbai Suburban, Pin: 400055.

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

- The promoter shall enter into an agreement for sale with the allottees;
- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;
OR
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
- The Registration shall be valid for a period commencing from 29/03/2019 and ending with 30/12/2027 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities

3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid



Dated: 09/09/2021
Place: Mumbai

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

Annexure 'F-1A'
(DEVELOPMENT PERMISSION)

Certificate No. **3747**



THANE MUNICIPAL CORPORATION, THANE

(Registration No. 3 & 24)
**SANCTION OF DEVELOPMENT
AMENDED PERMISSION / COMMENCEMENT CERTIFICATE**

इमारतीचा तपशिल मागील पानावार नमूद

V. P. No. 86/122 ए (न.वि.प्र.क्र.एस05/0093/15) TMC / TDD 12508/18 Date : 6/2/2018
To, Shri / Smt. श्री.अतुल गुलाटी (Architect)
Shri मे.अजाईल रिअल इस्टेट प्रा.लि. (Owners)

With reference to your application No. **9090** dated **23/10/2017** for development permission / grant of Commencement certificate under section 45 & 69 of the the Maharashtra Regional and Town Planning Act, 1966 to carry out development work and or to erect building No. वरील प्रमाण in yillage बाळकुम Sector No. 5 Situated at Road / Street 30मी. व 40मी.डि.पा रोड S. No. / C.S.T. No. / F. P. No. मागील पानावार नमूद

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

- 1) The land vacated in consequence of the enforcement of the set back line 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.
५. सदरची परवानगी मंजूर सुधारीत विकास आराखडा व मंजूर विकास नियंत्रण नियमावलीमधील तरतूदीच्या अनुषंगाने देण्यात येत आहे. केंद्र व राज्य शासनाच्या विविध शासकीय विभागांच्या परवानगी प्रमाणपत्रामध्ये नमूद केलेल्या तसेच इतर आवश्यक परवानग्या प्राप्त करणे विकासक यांचेवर बंधनकारक राहिल. याबाबत कोणतीही अनियमितता दिसून आल्यास हि परवानगी रद्द करण्यात येईल.

PTO

**WARNING : PLEASE NOTE THAT THE DEVELOPMENT IN
CONTRAVENTION OF THE APPROVED PLANS
AMOUNTS TO COGNASIBLE OFFENCE PUNISHABLE
UNDER THE MAHARASHTRA REGIONAL AND TOWN
PLANNING ACT. 1966**

Yours faithfully,

Office No. _____

Office Stamp _____

Date _____

Issued _____

Municipal Corporation of
the city of Thane.

अंशतः औद्योगिक ते वाणिज्य वापर बदल
परवानगी / सी.सी.

फेज 1- इमारत क्र. 1

विंग ए ते विंग इ : 2तळघर + स्टिल्ट + पोडीयम 1+ पोडीयम 2/स्टिल्ट पार्ट + 26 मजले
क्लब हाऊस : तळ + 1 मजला

फेज 2 इमारतक्र 1

विंग ए ते विंग एफ : 1 तळघर + लोअर ग्राऊंड + ग्राऊंड + अप्पर ग्राऊंड + पोडीयम 1 + पोडीयम 2 +
26 मजले

विंग जी व विंग एच : 1 तळघर + लोअर ग्राऊंड + ग्राऊंड + अप्पर ग्राऊंड + पोडीयम 1 + पोडीयम 2 +
23 मजले

क्लब हाऊस : तळ + 1 मजला

Experience Center : तळ + 1 मजला (ऑफीस इमारत)

परवानगी फक्त

फेज 3 इमारत क्र 1

विंग डी, इ व विंग एफ : 2 तळघर + लोअर ग्राऊंड स्टिल्ट / पार्कींग + अप्पर ग्राऊंड स्टिल्ट / पार्कींग
+पोडीयम 1 स्टिल्ट / पार्कींग +पोडीयम 2 पार्कींग +पोडीयम 3 स्टिल्ट /
पार्कींग +1 ते 30 मजले

विंग जी व विंग जे : 2 तळघर + लोअर ग्राऊंड स्टिल्ट / पार्कींग + अप्पर ग्राऊंड स्टिल्ट / पार्कींग
+पोडीयम 1 स्टिल्ट / पार्कींग +पोडीयम 2 पार्कींग +पोडीयम 3 स्टिल्ट / पार्कींग
+1 ते 12 मजले

2 तळघर, लोअर ग्राऊंड, अप्पर ग्राऊंड, पोडीयम 1 व पोडीयम 2 : वाणिज्य

नवीन स. नं. 10/1, 2ब, 4ब, 5ब, 5ड, नवीन स. नं. 19/1ब, 2 ते 5, 7, 9 ते 12, 13अ, 13ब,
14, 15, 16अ, 16ब, 17 ते 22, 24 ते 28, 33 ते 36, 39 ते 41, 44, 46, नवीन स. नं. 20/1 ते
3, नवीन स. नं. 79/1/अ, 1ब, 2अ, 2ब, 3 ते 9, नवीन स. नं. 80/1/2, नवीन स. नं. 82, नवीन
स. नं. 83/1, 2अ, 2ब, 3, 4अ, 4ब, 5 ते 12, नवीन स. नं. 85/2, नवीन स. नं. 86/1 ते 3,
नवीन स. नं. 87/1 ते 6, नवीन स. नं. 88/1अ, 1ब, 2, 3अ, 3ब, 3क, 3ड, 4, 5, 6अ, 6ब, 7, 8,
9अ, 9ब, 10 ते 15, नवीन स. नं. 89/1 ते 16, नवीन स. नं. 90/1, 2, 3अ, 3ब, 3क, 3ड, 3इ,
3फ, 4 ते 9, 10अ, 10ब, 11 ते 13, नवीन स. नं. 91, नवीन स. नं. 92/17अ, 19अ, 20 ते 22,
नवीन स. नं. 93/1 ते 4, नवीन स. नं. 94/1, 2, नवीन स. नं. 95/1 ते 3, 5, 6, 7अ, 7ब, 7क, 8
ते 10, 11अ, 11ब, 12 ते 16, 17अ, 17ब, 17क, 18 ते 20, 21अ, 21ब, 21क, 22, 23अ,
23ब, 24, 25, 26अ, 26ब, 26क, 27 ते 39 नवीन स. नं. 96/1, 2, 3अ, 3ब, 4, नवीन स. नं.
97/1 ते 5, 6अ, 6ब, 6क, 7 ते 9, नवीन स. नं. 98/1 ते 7, 8अ, 8ब, 9, नवीन स. नं. 99/1, 2,
3अ, 3ब, 99/4 ते 12, 13अ, 14, 15अ, 16, नवीन स. नं. 100/1, 2, 3अ, 4, 5अ, 5ब, 6, 7,
8अ, 8ब, 9 ते 13, 14ब, 15अ, 16अ, 17क, 18ब, 19अ, 21, 22अ, 22ब, 23, नवीन स. नं.
101/1, 2क, 3ब, नवीन स. नं. 104/16(पै)

६. प्रस्तुत विकास परवान्यातील प्रथम वापर परवान्यापूर्वी प्रस्तावाधीन भूखंडाची मा. जिल्हाधिकारी यांनी दिलेली सनद सादर करणे बंधनकारक राहिल
७. भविष्यात वाढीव रहिवास बांधकाम क्षेत्र प्रस्तावित केल्यास नियमानुसार 50 चौ.मी. पर्यंतच्या सदनिका प्रस्तावित करणे बंधनकारक राहिल
८. इमारतींच्या बेसमेंटसाठी artificial lighting व mechanical ventilation पुरविण्याबाबत विकासक यांनी सादर केलेले हमीपत्र विकासक यांचेवर बंधनकारक राहिल
९. भोगवटादार वर्ग-2 चे जमिनीचे विकासाकरिता महसूल विभागाकडून प्राप्त ना हरकत प्रमाणपत्र तसेच औद्योगिक प्रयोजनाकडून रहिवास व वाणिज्य प्रयोजनार्थ वापरात बदल करण्यास दिलेल्या परवानगीमधील अटी विकासक यांचेवर बंधनकारक राहतील
१०. विकास प्रस्तावांतर्गत पुढील कोणत्याही वाढीव बांधकामाच्या परवानगीपूर्वी प्रस्तावाधीन भूखंडापैकी भोगवटादार वर्ग 2 मधील 7010.00 चौ.मी. क्षेत्राच्या जमिनीचे विकासाकरिता ना हरकत प्रमाणपत्र तसेच औद्योगिक प्रयोजनाकडून रहिवास व वाणिज्य प्रयोजनार्थ वापरात बदल करण्यासाठीची परवानगी सादर करणे बंधनकारक राहिल
११. सुधारीत नकाशांनुसार रहिवास व वाणिज्य क्षेत्रामध्ये बदल होत असल्यास वेळोवेळी सुधारीत अकृषिक परवानगी घेणे बंधनकारक राहिल
१२. काम सुरू करणेपूर्वी (सी.एन.पूर्वी) मोकळ्या जागेचा कर भरणे आवश्यक.
१३. काम सुरू करणेपूर्वी (सी.एन.पूर्वी) जागेवर विहित नमून्यातील माहिती फलक दर्शनी बाजूस लावणे आवश्यक व तो अंतिम वापर परवान्यापर्यंत कायम ठेवणे आवश्यक
१४. काम सुरू करणेपूर्वी (सी.एन.पूर्वी) जागेवरील महिला कामगारांकरिता पाळणाघर तसेच प्रसाधनगृह इ. सुविधा पुरविणे आवश्यक. तसेच सदरचे बांधकाम वापर परवान्यापूर्वी निष्कासित करणे आवश्यक.
१५. वापर परवान्यापूर्वी अग्निशमन विभागाचा अंतिम नाहरकत दाखला सादर करणे आवश्यक
१६. वापर परवान्यापूर्वी वृक्ष, पाणी व ड्रेनेज विभागाचा नाहरकत दाखला सादर करणे आवश्यक
१७. वापर परवान्यापूर्वी नियोजित इमारतीची संरचना IS Code 1893 व 4362 मधील भुकंपरोधक तरतुदीनुसार केली असल्याबाबतचे आर.सी.सी. तज्ञांचे स्टॅबिलिटी प्रमाणपत्र सादर करणे आवश्यक.
१८. वापर परवान्यापूर्वी इमारतीच्या आतील बाजूस तसेच रस्त्याकडील बाजूस सी.सी. टिक्की यंत्रणा बसविणे व कार्यान्वित करणे आवश्यक.
१९. वापर परवान्यापूर्वी रेन वॉटर हार्वेस्टिंग योजना राबविणे तसेच त्याच्या पूर्णत्वाबाबत Service Consultant यांचा दाखला व पाणी पुरवठा विभागाचा ना हरकत दाखला सादर करणे बंधनकारक
२०. वापरपरवान्यापूर्वी पाणी पुरवठा विभागाचा ना हरकत दाखला सादर करणे आवश्यक
२१. वापर परवान्यापूर्वी संबंधीत विभागाकडून उद्वाहन अनुज्ञप्ती प्रमाणपत्र प्राप्त करून ते सादर करणे बंधनकारक राहिल.
२२. वापरपरवान्यापूर्वी सोलार वॉटर हीटिंग सिस्टमसाठीच्या कामाचा नियमानुसार पूर्णत्वाबाबत संबंधीत Service Consultant यांचा दाखला सादर करणे आवश्यक.

PTO

२३. वापर परवान्यापूर्वी Organic Waste Disposal System राबविणे बंधनकारक .
२४. बांधकामास ठाणे महानगरपालिका पाणी पुरवठा करणार नाही. फक्त पिण्याचे पाणी उपलब्धतेनुसार पुरविण्यात येईल.
२५. सुधारित परवानगी प्रमाणपत्र क्र. ठामपा/शविवि/2204/17 दि. 06.06.2017 मधील उर्वरीत अटी बंधनकारक राहतील
२६. फेज 1 मधील इमारत क्र.1 च्या 26 व्या मजल्यावरील बांधकाम चालू करण्यापूर्वी अग्निशमन विभागाकडील सुधारित नाहरकत दाखला सादर करणे बंधनकारक राहिल.
२७. फेज 3 मधील इमारत क्र.1 च्या सी.सी.पूर्वी अग्निशमन विभागाचा नाहरकत दाखला, "हाय राईज कमिटी" ची मान्यता तसेच वृक्ष प्राधिकरण विभागाकडील नाहरकत दाखला सादर करणे बंधनकारक राहिल.



Yours faithfully,

[Signature]
 EXECUTIVE ENGINEER
 Town Development Department
 Municipal Corporation
 of the City of Thane

सावधान
 Office No. _____
 "मंजूर बांधकामास बांधकाम न करणे तसेच
 विकार Office Stamp _____
 परवान Date _____
 प्रादेशिक व नगर स्वता अधिनियमाचे कलम ५२
 Issued _____
 अन्वये प्रमाणपत्र पुन्हा जाह. स्वाक्षरी जास्तोत
 कास्ट ३ वर्षे वैध २ ल. ५०००/- दंड होऊ शकतो."

Annexure 'F-1B'
(DEVELOPMENT PERMISSION)

Certificate No. **4023**



THANE MUNICIPAL CORPORATION, THANE

Regulation
(Registration No. 3 & 24)

**Amended SANCTION OF DEVELOPMENT
PERMISSION / COMMENCEMENT CERTIFICATE**

इमारतीचा तपशील मागील पानावर नमूद.

V. P. No. ८६/१२२ अ (न.वि. प्र. क्र. एस०५/००९३/१५) TMC / TDD / 2920/18 Date: 24/12/2018

To, Shri / Smt. श्री. अतुल गुलाटी (Architect)

Shri श्री. अजयल रिचल इस्टेट प्रा. लि. (Owners)

With reference to your application No. २४८६ dated १२.०६.२०१८ for development permission / grant of Commencement certificate under section 45 & 69 of the the Maharashtra Regional and Town Planning Act, 1966 to carry out development work and or to erect building No. परिलप्रमाणे in village वाल्कूम Sector No. ५ Situated at Road / Street ० मी. व ४० मी. डी. पी. रोड S. No. / C.S.T. No. / F. P. No. मागील पानावर नमूद

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

- 1) The land vacated in consequence of the enforcement of the set back line 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.
५. भविष्यात वाढीव रहिवास बांधकाम क्षेत्र प्रस्तावित केल्यास नियमानुसार ५० चौ.मी. पर्यंतच्या सदनिका प्रस्तावित करणे बंधनकारक राहतील
६. पर्यावरण विभागाकडील ना हरकत दाखल्यामधील अटी व शर्ती बंधनकारक राहतील
७. उपविभागीत भूखंड बी वर बांधकाम प्रस्तावित करणेपूर्वी नव्याने समाविष्ट भूखंडाचे विकासक यांचे नावे झालेले ७/१२ उतारे सादर करणे बंधनकारक राहतील.
८. सुधारीत परवानगी / सी. सी. क्र. अमण/शवि/२५०८/१८ दि. ०६.०२.२०१८ मधील अटी बंधनकारक राहतील.

**WARNING : PLEASE NOTE THAT THE DEVELOPMENT IN
CONTRAVENTION OF THE APPROVED PLANS
AMOUNTS TO COGNASIBLE OFFENCE PUNISHABLE
UNDER THE MAHARASHTRA REGIONAL AND TOWN
PLANNING ACT. 1966**

Office No. _____

Office Stamp _____

Date _____

Issued _____

Yours faithfully,

Municipal Corporation of
the city of, Thane.

PTO.

मौजे बाळकुम सेक्टर 5 खाणे येथील नविन सर्व्हेनं. 10/1, 2ब, 4ब, 5ब, 5ड, नविन सर्व्हेनं. 19/1ब, 2 ते 7, 9 ते 12, 13अ, 13ब, 14, 15, 16अ, 16ब, 17, 18, 19, 20ब, 21, 22, 24, 25ब, 26, 27ब, 28, 33, 34अ, 34क, 35, 36, 39ब, 40, 41ब, 46, नविन सर्व्हेनं. 20/1 ते 3, नविन सर्व्हेनं. 79/1अ, 1ब, 2अ, 2ब, 3 ते 9, नविन सर्व्हेनं. 80/1, 2अ, 2क, नविन सर्व्हेनं. 81, नविन सर्व्हेनं. 82, नविन सर्व्हेनं. 83/1, 2अ, 2ब/1, 3, 4/1अ, 4/2ब, 5, 6अ, 7ब, 8अ, 9, 10ब, 11अ, 12, नविन सर्व्हेनं. 85/2, 4, 5 नविन सर्व्हेनं. 87/1अ, 2 ते 6, नविन सर्व्हेनं. 88/11ब, 12ब, 14, 15, नविन सर्व्हेनं. 89/1, 2ब, 3 ते 6, 7ब, 8, 9ब, 14ब, नविन सर्व्हेनं. 90/1अ, 2अ, 3अ, 3ब, 3क, 3ड, 3इ, 3फ, 4अ, 5 ते 9, 10अ, 10ब, 11 ते 13, नविन सर्व्हेनं. 91, नविन सर्व्हेनं. 92 /17अ, 19अ, 20 ते 22, नविन सर्व्हेनं. 93/1, 2, 3, 4 नविन सर्व्हेनं. 94/1, 2, नविन सर्व्हेनं. 95/1 ते 3, 5, 6, 7अ, 7ब, 7क, 8 ते 10, 11अ, 11ब, 12 ते 14, 15ब, 16, 17अ, 17ब, 17क, 18, 19अ, 20ब, 21अ, 21ब, 21क, 22, 23अ/1, 23ब, 24, 25, 26अ, 26ब, 26क, 27, 28अ, 31ब, 32ब, 33अ, 38, 39अ, नविन सर्व्हेनं. 96/1, 2, 3अ/1, 3ब/1, 4, नविन सर्व्हेनं. 97/1 ते 5अ, 5क, 6अ, 6ब, 6क, 7/1अ, 7/2अ, 8अ, 8 क, 8ड, 9अ, 9क, नविन सर्व्हेनं. 98/1अ, 3अ, 4अ, 5, 8/2अ, 9, नविन सर्व्हेनं. 99/2अ, 3ब, 7ड, 8अ, 11ब, 12ब, 13क, 15क, 16 नविन सर्व्हेनं. 100/3क, 5ब, 6ब, 7ब, 8अ, 8ब, 9, 10, 11, 13ब, 14ब, 15अ, 16अ, 17क, 18ब, 19अ, 21, 22अ, 22ब, 23, नविन सर्व्हेनं. 101/1ब, 2क, 3ब, नविन सर्व्हेनं. 104/2/3, 2/7, 2/10

फेज १: सुधारित परवानगी/ सी. सी.

विंग अ ते विंग ई २ तळथर + स्टिल्ट + पोडीयम १ + पोडीयम २/स्टिल्ट पार्ट + २६ मजले

फेज २: सुधारित परवानगी/ सी. सी.

विंग अ ते विंग एफ १ तळथर + लोअर ग्राऊंड + ग्राऊंड + अप्पर ग्राऊंड + पोडीयम १ + पोडीयम २ + २६ मजले

विंग जी व विंग एच १ तळथर + लोअर ग्राऊंड + ग्राऊंड + अप्पर ग्राऊंड + पोडीयम १ + पोडीयम २ + २३ मजले

फेज २: फक्त परवानगी:

विंग जी व विंग एच २४ मजले ते ४२ मजले

फेज ३: सुधारित परवानगी/ सी. सी.

इमारत क्र. १ च्या Shore Piling करिता फक्त

विंग डी, ई, एफ २ तळथर + लोअर ग्राऊंड स्टिल्ट / पाकींग + अप्पर ग्राऊंड स्टिल्ट / पाकींग + पोडीयम १ स्टिल्ट / पाकींग + पोडीयम २ पाकींग + पोडीयम ३ स्टिल्ट / पाकींग + १७ मजले

फेज ३ : सुधारित परवानगी फक्त

विंग अ, बी:	२ तळमर+ लोअर ग्राऊंडस्टिल्ट / पार्कींग / वाणिज्य + अप्पर ग्राऊंड स्टिल्ट / पार्कींग / वाणिज्य + पोडीयम१ स्टिल्ट / पार्कींग/ वाणिज्य + पोडीयम२ पार्कींग / वाणिज्य + पोडीयम३ स्टिल्ट / पार्कींग + १ ते ४२ मजले
विंग सी:	२ तळमर+ लोअर ग्राऊंडस्टिल्ट / पार्कींग / वाणिज्य + अप्पर ग्राऊंड स्टिल्ट / पार्कींग / वाणिज्य + पोडीयम१ स्टिल्ट / पार्कींग/ वाणिज्य + पोडीयम२ पार्कींग / वाणिज्य + पोडीयम३ स्टिल्ट / पार्कींग + १ ते ४१ पार्ट+ ४२ वा पार्ट
विंग डी,ई, एफ:	१८ ते २९ पार्ट+ ३० वा पार्टमजले
विंग जी:	२ तळमर+ लोअर ग्राऊंडस्टिल्ट / पार्कींग + अप्पर ग्राऊंड स्टिल्ट / पार्कींग +पोडीयम१ स्टिल्ट / पार्कींग +पोडीयम२ पार्कींग +पोडीयम३ स्टिल्ट / पार्कींग + १ ते ३७ पार्ट+ ३८ वा पार्ट
विंग एच, जे, के :	२ तळमर+ लोअर ग्राऊंडस्टिल्ट / पार्कींग + अप्पर ग्राऊंड स्टिल्ट / पार्कींग +पोडीयम१ स्टिल्ट / पार्कींग +पोडीयम२ पार्कींग +पोडीयम३ स्टिल्ट/ पार्कींग + १ ते २९ पार्ट+ ३० वा पार्ट
क्लब हाऊस:	तळमजला+ १ मजला

१. फेज-३ मधील प्रस्तावित इमारतीच्या पुढील सी.सी. पूर्वी वृक्ष प्राधिकरण विभागाकडील नाहरकत दाखला सादर करणे बंधनकारक राहिल.
- १०.३०.०० मी. रुंद डी.पी. रस्त्यामधील वाढीव क्षेत्राचे Declaration, Possession Receipt उपविभागीत भूखंड बी वरील बांधकामाच्या सी. सी. पूर्वी सादर करणे बंधनकारक राहिल
- ११.विकास प्रस्तावातील नव्याने प्रस्तावित रस्ते व सुविधा भूखंडाचे ठापे महानगरपालिकेच्या नावे झालेले अधिकार अभिलेख (७/१२ उतारे)फेज ३ मधील इमारतीच्या जोता प्रमाणपत्रापूर्वी सादर करणे बंधनकारक राहिल.
- १२.विकास प्रस्तावांतर्गत मंजूर इमारतीचा वापर परवाना प्रस्तावित करताना पार्कींग वाटप दर्शवून त्यानुसार नकाशे सादर करणे बंधनकारक राहिल.
- १३.औद्योगिक विभागातील समाविष्ट भूखंडावर रहिवास / वाणिज्य वापर अनुज्ञेय करणेबाबत शासन निर्णय क्र. टिपीएस-१८१२/१८१/प्र.क्र.२५०/१३/नवि-१३, दिनांक २०/०८/२०१८ नुसारच्या तरतुदी विकासक यांचेवर बंधनकारक राहिल.
- १४.भोगवटादार वर्ग-२ प्रकारातील जमिनीवर अतिरिक्त भूनिर्देशक प्रस्तावित करण्यापूर्वी मा. जिल्हाधिकारी, ठापे यांची पुर्वमान्यता सादर करणे आवश्यक.
१५. फेज-१ मधील विंग-ए ते इ व फेज-२ मधील विंग- ए ते एफ करीता वापर परवान्यापूर्वी अंतिम मंजूर नकाशानुसार अग्निशमन विभागाकडील अंतिम नाहरकत दाखला सादर करणे बंधनकारक राहिल.

१६. फेज-२ मधील इमारत क्र. विंग-जी व एच तसेच फेज-३ मधील इमारतींकरिता अग्निशमन विभागाचा सुधारित नाहरकत दाखला व हाय राईज कमिटीकडील मान्यता सादर करणे आवश्यक राहिल. हाय राईज कमिटीने संबंधित इमारतींना मान्यता देताना ७० मी. उंची खालील मजल्यांच्या नकाशांमध्ये सुधारणा करणेबाबत सुचविल्यास सादरच्या सुधारणा स्वखर्चाने करणे विकासक यांचेवर बंधनकारक राहिल व त्यामुळे होणाऱ्या कोणत्याही नुकसानास / त्रयस्थ पक्षीय वादास टाणे महानगरपालिका जबाबदार राहणार नाही.
१७. उर्वरित इमारतींच्या सी.सी. पूर्वी आवश्यक सुल्कांचा भरणा करणे बंधनकारक राहिल.



Yours faithfully,

[Signature]
 Executive Engineer
 Town Development Department
 Municipal Corporation of
 the City of Thane

सावधान

महानगरपालिकेच्या वेबसाइट वर उपरोक्त नकाशा विकसित करण्यात आलेल्या नकाशांनुसार आवश्यक रक्कम परवानग्या घ्याव्यात. नकाशा विकसित करण्यात आलेल्या नकाशांनुसार आवश्यक रक्कम परवानग्या घ्याव्यात. नकाशा विकसित करण्यात आलेल्या नकाशांनुसार आवश्यक रक्कम परवानग्या घ्याव्यात.

Draft

Annexure 'F-2'

(Commencement Certificate)



Certificate No. **4230**

THANE MUNICIPAL CORPORATION, THANE

Regulation
(Registration No. 3 & 24)
**SANCTION OF DEVELOPMENT
PERMISSION/ COMMENCEMENT CERTIFICATE**

इमारतीचा तपशील पागील पानावर नमूद.

V. P. No. ८६/१२२ अ
(न.वि. प्र. क्र. एस०५/००९३/१५) MC / TDD / ३००६/१९ Date : ०८/०३/२०१९
To, Shri / Smt. श्री.अतुल गुलाटी (Architect)
Shri मे. अजाईल रियल इस्टेट प्रा.लि. (Owners)

With reference to your application No. १३०१२ dated २९.१.२०१९ for development ~~permission~~ / grant of Commencement certificate under section 45 & 69 of the the Maharashtra Regional and Town Planning Act, 1966 to carry out development work and or to erect building No. वरीलप्रमाणे in village बाळकुम Sector No. ५ Situated at Road/Street ३० मी व ४० मी डी पी रोड S. No. / C.S.T. No. / F. P. No. पागील पानावर नमूद

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

- 1) The land vacated in consequence of the enforcement of the set back line 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.

1. फेज ३ मधील इमारत विंग ए,बी,सी,डी,एच,जे,के, इमारतीच्या जोता प्रमाणपत्राची मागणी करणेपूर्वी अग्निशमन विभागाकडील सुधारीत ना हरकत दाखला व हायराईज कमिटीकडील मान्यता सावर करणे बंधनकारक राहिल.
2. अग्निशमन विभागाचा सुधारीत नाहरकत दाखला व हाय राईज कमिटीकडील मान्यता वेताना इमारतीचे तळघर व जोत्यापर्यंतच्या पाकींग मजल्यांमध्ये, नकाशांमध्ये सुधारणा करणेबाबत सुचविल्यात सदरच्या सुधारणा स्वखर्चाने करणे विकासक यांचेवर बंधनकारक राहिल.

**WARNING : PLEASE NOTE THAT THE DEVELOPMENT IN
CONTRAVENTION OF THE APPROVED PLANS
AMOUNTS TO COGNASIBLE OFFENCE PUNISHABLE
UNDER THE MAHARASHTRA REGIONAL AND TOWN
PLANNING ACT. 1966**

Office No. _____
Office Stamp _____
Date _____
Issued _____

Yours faithfully,

Municipal Corporation of
the city of, Thane.

PTO.

मौजि बाळकुम सेक्टर 5 ठाणे येथील नविन सर्व्हेनं. 10/1, 2ब, 4ब, 5ब, 5ड, नविन सर्व्हेनं. 19/1ब, 2 ते 7, 9 ते 12, 13अ, 13ब, 14, 15, 16अ, 16ब, 17, 18, 19, 20ब, 21, 22, 24, 25ब, 26, 27ब, 28, 33, 34अ, 34क, 35, 36, 39ब, 40, 41ब, 46, नविन सर्व्हेनं. 20/1 ते 3, नविन सर्व्हेनं. 79/1अ, 1ब, 2अ, 2ब, 3 ते 9, नविन सर्व्हेनं. 80/1, 2अ, 2क, नविन सर्व्हेनं. 81, नविन सर्व्हेनं. 82, नविन सर्व्हेनं. 83/1, 2अ, 2ब/1, 3, 4/1अ, 4/2ब, 5, 6अ, 7ब, 8अ, 9, 10ब, 11अ, 12, नविन सर्व्हेनं. 85/2, 4, 5 नविन सर्व्हेनं. 87/1अ, 2 ते 6, नविन सर्व्हेनं. 88/11ब, 12ब, 14, 15, नविन सर्व्हेनं. 89/1, 2ब, 3 ते 6, 7ब, 8, 9ब, 14ब, नविन सर्व्हेनं. 90/1अ, 2अ, 3अ, 3ब, 3क, 3ड, 3इ, 3फ, 4अ, 5 ते 9, 10अ, 10ब, 11 ते 13, नविन सर्व्हेनं. 91, नविन सर्व्हेनं. 92 /17अ, 19अ, 20 ते 22, नविन सर्व्हेनं. 93/1, 2, 3, 4 नविन सर्व्हेनं. 94/1, 2, नविन सर्व्हेनं. 95/1 ते 3, 5, 6, 7अ, 7ब, 7क, 8 ते 10, 11अ, 11ब, 12 ते 14, 15ब, 16, 17अ, 17ब, 17क, 18, 19अ, 20ब, 21अ, 21ब, 21क, 22, 23अ/1, 23ब, 24, 25, 26अ, 26ब, 26क, 27, 28अ, 31ब, 32ब, 33अ, 38, 39अ, नविन सर्व्हेनं. 96/1, 2, 3अ/1, 3ब/1, 4, नविन सर्व्हेनं. 97/1 ते 5अ, 5क, 6अ, 6ब, 6क, 7/1अ, 7/2अ, 8अ, 8 क, 8ड, 9अ, 9क, नविन सर्व्हेनं. 98/1अ, 3अ, 4अ, 5, 8/2अ, 9, नविन सर्व्हेनं. 99/2अ, 3ब, 7ड, 8अ, 11ब, 12ब, 13क, 15क, 16 नविन सर्व्हेनं. 100/3क, 5ब, 6ब, 7ब, 8अ, 8ब, 9, 10, 11, 13ब, 14ब, 15अ, 16अ, 17क, 18ब, 19अ, 21, 22अ, 22ब, 23, नविन सर्व्हेनं. 101/1ब, 2क, 3ब, नविन सर्व्हेनं. 104/2/3, 2/7, 2/10.

फेज ३: सी. सी.

बिंग अ, बी, सी, २ तळघर+ लोअर फ्लॉड स्टिल / पाकींग / बागिच्य + अप्पर फ्लॉड स्टिल / पाकींग / बागिच्य + पोडीयम १ स्टिल / पाकींग / बागिच्य + पोडीयम २ पाकींग / बागिच्य + पोडीयम ३ स्टिल / पाकींग + १ मजला
 वलव हाऊस: तळमणला + १ मजला

- फेज-३ इमारत क्र. 1 बिंग एच चे काम जावू करण्यापूर्वी वृक्ष प्राधिकरण विभागाचा ताहूरकत दाखला सादर करणे बंधनकारक राहिल.
- भूखंडाच्या उत्तरेकडील 30मी. रुंद रस्त्याच्या प्रत्यक्ष जागेवरील परिस्थितीनुसार कराच्या लागणाऱ्या जागेखनामधील सुधारणानुसार अग्निन्यास नकाशा सुधारीत करणे बंधनकारक राहिल.
- सुधारीत परवानगी सी.सी.क्र. डामपा/शविचि/2920/18 दि.24.12.2018 मधील अटी बंधनकारक राहिल.

खावधान

"संयुक्त विकासानुसार बांधकाम न करणे अर्थेक विध्यास निर्विकल्प निवनायलीनुसार आवश्यक त्या परवानग्या न घेता बांधकाम बापर केलचे, महाराष्ट्र प्रादेशिक ए नगर रचना अधिनियमाचे कालम 15 अनुसार दखलपात्र गुन्ना 31.4. न्यासादी जास्तोन जास्त ३ वर्षे किंवा रु. ५०००/- रंदा होऊ शकतो"

Yours faithfully,


 EXECUTIVE ENGINEER
 Town Development Department
 Municipal Corporation of
 the City of Thane



PTO.

Annexure 'G-1'.

(CERTIFICATE OF TITLE ISSUED BY INDIA LAW)



INDIALAW

TITLE SEARCH REPORT

AS ON 9 NOVEMBER 2017

TO WHOMSOEVER IT MAY CONCERN

Mumbai | Delhi | Chennai | Kolkata | Bengaluru | Hyderabad | Cochin | Ahmedabad | Navi Mumbai | Pune | UAE

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flr, Wallace St, Fort, Mumbai - 400 001.
LLPIN - AAC - 7831



1. **INTRODUCTION:**

- 1.1 This title search investigation has been conducted by INDIALAW LLP pursuant to instructions received from Agile Real Estate Pvt. Ltd. (hereinafter referred to as 'Agile') to certify its title in respect of the Schedule land for the period from December 2016 till date.
- 1.2 We understand that, Agile is developing a project called 'Sector-5' on all that part and parcel of land admeasuring around 32, 190 sq. mtrs. i.e. 7.95 acres out of an area admeasuring 43,090 sq. mtrs. i.e. 10.64 acres (as per the relevant 7/12 extracts) lying, being and situated at Village Balkum, Taluka and District Thane; and more particularly described in the **Schedule** hereunder (hereinafter referred to as the "**said Land**"). The said Land forms a part of the larger land admeasuring approximately 4,26,017 square mtrs i.e. 105.27 acres lying, being and situated at Village Balkum, Taluka and District Thane (hereinafter referred to as '**Entire Land**').
- 1.3 Agile is the present owner of the said Entire Land including the said Land.

2. **DOCUMENTS REVIEWED:**

We are relying upon the photocopies of the below mentioned documents for issuance of this report:

- i. The deeds, documents and other papers and proceedings given by Agile, as stated in this Report with respect to the Entire Land, including the said Land.
- ii. Title Certificate bearing Ref. No. DJM/NL/10527/2887/2011 dated 31st March, 2011 issued by Wadia Ghandy & Co. Advocates and Solicitors in respect of 104.73 acres out of the Entire Land in favor of the erstwhile owner Bayer CropScience Limited.
- iii. Certificate of Title dated 25th November, 2016 issued by Mr. Ditendra Mishra, Advocate in respect of the Entire Land in favor of Agile ("**said Certificate**").
- iv. Search Report dated 9th November, 2017 conducted by our Search Clerk Vivek Bhandare in respect of said Land from the Office of the Sub-Registrar of Assurances at Thane for the period from 2016 to 2017.
- v. Revenue Records and ROC Records.

3. **TITLE HISTORY:**

Based on the review of the aforesaid documents and earlier title certificates, we understand that Bayer CropScience Ltd. (hereinafter referred to as the "**Erstwhile Owner**") owned and was possessed of and/or otherwise well and sufficiently entitled to 104.73 acres out of the Entire Land (hereinafter referred to as "**said 104.73 acres of land**") bearing such Old Survey Nos. /New Survey Nos. as more particularly provided in the respective documents pertaining thereto, as set out hereinbelow, except for the land



admeasuring approximately 0.54 acres (22 gunthas) i.e. 2200 sq. mtrs. bearing Old Survey No. 20/13(P) (New Survey No. 19/13B) and Old Survey No. 20/13(P) (New Survey No. 19/13A) ("Other Land"). Agile purchased the said 104.73 acres of land from the Erstwhile Owner and the Other Land directly from its respective owners during the period from 2014-2017 vide various agreements/conveyance deeds referred herein below:

- i) The following title deeds were executed by and between the Erstwhile Owner and Agile in respect of 67.03 acres out of the said 104.73 acres of land, which inter alia includes a portion of the said Land:
 - a) Agreement dated 29th November, 2012 registered before the Sub-Registrar of Assurances at Thane under Sr. No. TNN – 9– 2093/2013 on 15th March 2013, executed by and between Bayer CropScience Limited and Agile wherein Bayer CropScience Limited agreed to sell and transfer certain lands and buildings/structures in favour of Agile, totally admeasuring around 67.03 acres and bearing such Survey Nos. and Hissa Nos. as more particularly described the Schedule mentioned therein.
 - b) Indenture of Conveyance dated 26th March, 2014, registered before the Sub-Registrar of Assurances at Thane under Sr. No. TNN - 2 - 2595/2014 made and executed by and between Bayer CropScience Limited and Agile, wherein Bayer CropScience Limited conveyed land admeasuring 67.03 acres along with the buildings/structures standing thereon in favour of Agile, bearing such Survey Nos. and Hissa Nos. as more particularly described in the Schedule mentioned therein.
 - c) Power of Attorney (with conveyance) dated 26th March, 2014 registered before the Sub-Registrar of Assurances at Thane under Sr. No. TNN - 2 -2596/2014, executed by Bayer CropScience Limited in favour of Agile, by virtue of which Agile was granted various powers and authorities in respect of the land and buildings/structures sold and conveyed as mentioned in paragraph 3 (i) (a) and (b) hereinabove.
- ii) The following title deeds were executed by and between the Erstwhile Owner and Agile in respect of balance lands admeasuring 37.70 acres out of the said 104.73 acres of land, which inter alia includes a portion of the said Land:
 - a) Agreement dated 29th November, 2012, registered before the Sub-Registrar of Assurances at Thane under Sr. No. TNN 9 – 1751 /2013 on 5th March, 2013, made and executed by and between the Erstwhile Owner and Agile, wherein the Erstwhile Owner agreed to sell and convey the balance lands admeasuring 37.70 acres out of the said 104.73 acres of land bearing such Survey and Hissa numbers as more particularly mentioned therein.
 - b) Indenture of Conveyance dated 26th March, 2014, registered before the Sub-Registrar of Assurances at Thane under Sr. No. TNN 2 -2593 /2014 on 26th March, 2014, made and executed by and between the Erstwhile Owner and Agile, wherein the Erstwhile Owner sold and conveyed to Agile the land admeasuring around 35.97 acres out of the aforesaid land admeasuring 37.70 acres as mentioned in 3 (ii) (a) above.



- c) Power of Attorney dated 26th March, 2014 registered before the Sub-Registrar of Assurances at Thane under Sr. No. TNN 2 – 2594 /2014, executed by the Erstwhile Owner in favour of Agile by virtue of which Agile was granted various powers and authorities in respect of the lands as mentioned in 3(ii) (a) hereinabove.
 - d) By and under Conveyance Deed dated 18th February 2017, registered before the Sub-Registrar of Assurances at Thane under Sr. No.TNN-12-377/2017, executed by and between the Erstwhile Owner and Agile, the Erstwhile Owner sold and conveyed to Agile the balance portion of land out of the said 37.70 acres of land, admeasuring 1.73 acres bearing such Survey Nos. and Hissa Nos. as more particularly described in the Schedule mentioned therein.
- (iii) The following title deeds were executed by Agile with the owners of the Other Land:
- a) By and under Conveyance Deed dated 7th May 2016 registered before the Sub-Registrar of Thane under Sr. No. TNN - 12 - 870/2016, executed by and between Shevantibai alias Shevanti Tulshiram Bhoir & 27 Ors. and Agile, said Shevantibai alias Shevanti Tulshiram Bhoir & 27 Ors. sold and conveyed to Agile the land admeasuring around 12 Gunthas forming a part of the Other Land bearing such Survey Nos. and Hissa Nos. as more particularly described in the Schedule mentioned therein.
 - b) Vide Conveyance Deed dated 2nd September 2016, registered before the Sub-Registrar of Assurances at Thane under Sr. No. TNN - 12 - 1584/ 2016, executed by and between Dilip Gangaram Bhoir & 20 Ors. and Agile, the said Dilip Gangaram Bhoir & 20 Ors. sold and conveyed to Agile the land admeasuring 10 Gunthas, being the balance portion of the Other Land, bearing such Survey Nos. and Hissa Nos. as more particularly described in the Schedule mentioned therein.

Hence, the Other Land, as referred hereinabove, was conveyed in favour of Agile.

- iii) In view of the aforesaid title deeds as set out hereinabove, Agile is thus owned and possessed and/or well and sufficiently entitled to the Entire Land including the Said Land.

4. **Mortgage:**

Perusal of the mortgage deeds provided by Agile reveal the following details:

- 1. By and under Deed of Mortgage dated 30th March, 2013 registered before the Sub-Registrar of Assurances at Thane under Sr. No. TNN-9-2636/2013, executed between Agile as Mortgagor No.1 of the First Part, the Erstwhile Owner as the Mortgagor No. 2 of the Second Part and Axis Trustee Services Ltd as Mortgagee of the Third Part (“Axis”); Agile and the Erstwhile Owner have interalia mortgaged the land admeasuring 67.03 acres out of the Entire Land (which includes a portion of the said Land) as more particularly described in Schedule-2 appearing thereunder in favour of Axis (acting as Security Trustee on behalf of the Consortium Lenders) to secure term loan cum deposit facility of an amount of Rs. 1,350,00,00,000/- (Rupees One Thousand Three Hundred &



Fifty Crore Only) on the terms and conditions as more particularly contained therein (“**Axis Mortgage**”).

2. By and under Deed of Simple Mortgage dated 2nd March, 2016, registered before the Sub-Registrar of Assurances at Thane under Sr. No. TNN-9/2851/2016, executed between Agile as Mortgagor of the First Part and Housing Development Finance Corporation Limited as Mortgagee of the Other Part (“**HDFC**”), Agile has inter alia mortgaged the land admeasuring 67.03 acres out of the Entire Land (which includes a portion of the said Land) as more particularly described in the Schedule-I and Schedule I-A appearing thereunder, in favour of HDFC to secure the loan/credit facility of an amount of Rs. 350,00,00,000/- (Rupees Three Hundred & Fifty Crore Only) for the terms and conditions as more particularly contained therein (“**HDFC Standalone Facility I**”). As per the HDFC Standalone Facility I, the mortgage /charge/security interest created in favour of the Mortgagee shall rank pari passu interse with the Existing Charge Holder (Axis) without any preference or priority to one over the other. Axis on behalf of the Consortium Lenders had no objection to ceding such pari passu charge in favour of HDFC.
3. By and under Deed of Simple Mortgage dated 13th February, 2017 registered before the Sub-Registrar of Assurances at Thane under Sr. No. TNN-9-969/ 2017, entered into between Agile as Mortgagor of the First Part and HDFC as Mortgagee of the Other Part; Agile has inter alia mortgaged the land of 67.03 acres out of the Entire Land, (which includes a portion of the said Land) as more particularly described in Schedule I and Schedule IA thereunder in favour of HDFC to secure the loan/credit facilities amounting to Rs. 650,00,00,000/- (Rupees Six Hundred & Fifty Crore Only) for the terms and conditions as more particularly contained therein (“**HDFC Standalone Facility II**”). As per the aforesaid Mortgage Deed, the mortgage/charge/security interest created in favour of the Mortgagee, shall rank pari passu interse with the Existing Charge Holder (Axis) in relation to the Axis Mortgage as well as the Mortgagee in relation to the existing Standalone HDFC Facility I, without any preference or priority to one over the other.
4. By and under Deed of Simple Mortgage dated 13th February, 2017 registered before the Sub-Registrar of Assurances at Thane vide Sr. No. TNN - 9 - 970/ 2017, entered into between Agile as Mortgagor of the First Part and HDFC as Mortgagee of the Other Part; Agile has inter alia mortgaged the said 67.03 acres of land out of the Entire Land (which includes a portion of the Said Land) by way of second mortgage and charge as well as the receivables and charges relating to infrastructure and development from the said 104.73 acres of land as more particularly described and set out in Schedule - 1 and Schedule - 1A thereto respectively in favour of HDFC to secure the loan/credit facility of an amount of Rs. 200,00,00,000/- (Rupees Two Hundred Crore Only) granted thereunder on the terms and conditions as mentioned therein (“**HDFC Standalone Facility III**”). It is provided therein, that the mortgage, charge and security interest created over the land of 67.03 acres shall rank second solely to the Existing Charge Holder (Axis on behalf of the Consortium Lenders) and the Mortgagee in relation to the existing HDFC Standalone Facility I and II. It is provided further that the aforesaid Facility shall be secured inter alia



by exclusive mortgage and charge by way of security interest created over all the said Infrastructure and Development receivables arising from the said 104.73 acres of land.

5. By and under Amendment to Deed of Mortgage dated 6th March 2017, registered before the Sub-Registrar of Assurances at Thane under Sr. No. TNN-9-1293/2017, entered into between Agile as Mortgagor of the First Part and Axis as Mortgagee of the Second Part wherein it was interalia provided that the definition of "Facility" and "Deposit" appearing in the original deed (i.e. Deed of Mortgage dated 30th March 2013) and in all the transaction documents executed pursuant thereto, shall read and mean collectively Facility 1 and Facility 2 and Deposit 1 and Deposit 2 respectively, as more particularly set out therein.
6. By and under Deed of Additional Security dated 6th March 2017, registered before the Sub-Registrar of Assurances at Thane under Sr. No. TNN-9-1294/2017, executed between Agile as Mortgagor of the First Part and Axis as Mortgagee of the Second Part, Agile has interalia mortgaged the land admeasuring 28.90 acres out of the said 37.70 acres of land to Axis (acting as trustee on behalf of the Consortium Lenders) as more particularly described in the Schedule-2 appearing thereunder and on such terms and conditions as more particularly contained therein.

5. SRO Search:

We have conducted search from the Office of the Sub-Registrar at Thane for the years 2016 & 2017 vide Receipt bearing Sr. Nos. 17308, 17307, 17312, 17311, 17310, 17365, 17330, 17268, 17302, 17305, 17304, 17303, 17269, 17309, 17267, 17264, 17328, 17265, 17266, 17260, 17270, 17210, 17198, 17193, 17263, 17262, 17261, 17364, 17203, 17200, 17204, 17211, 17208, 17199 and 17362 dated 3rd November, 2017. The below mentioned entries have been observed while conducting the search:

- a. Deed of Simple Mortgage dated 2nd March 2016, registered before the Sub-Registrar of Assurances at Thane under Sr. No. TNN-9-2851/2016 on 3rd March, 2016, executed between Agile as Mortgagor and HDFC as Mortgagee for Rs. 350 Crores.
- b. Declaration dated 16th June, 2016 registered before the Sub-Registrar of Assurances at Thane under Registration No. TNN - 4 - 3016/ 2016, executed by Agile in respect of land mentioned therein including New Survey No. 80, Hissa No. 2 part, New Survey No. 83, Hissa No. 2B part. As clarified by Agile, the Survey Nos(Part) as reflected in this Declaration are not forming part of the said Land.
- c. Deed of Simple Mortgage dated 13th February, 2017, registered before the Sub-Registrar of Assurances at Thane under Sr. No. TNN-9-969/2017, executed between Agile as Mortgagor and HDFC as Mortgagee for Rs. 650 Crores.
- d. Deed of Simple Mortgage dated 13th February, 2017, registered before the Sub-Registrar of Assurances at Thane under Sr. No. TNN-9-970/2017, entered into by and between Agile as Mortgagor and HDFC as Mortgagee for Rs. 200 Crores.



- e. Mortgage Deed dated 6th March, 2017 (Deed of Additional Security) registered before the Sub-Registrar of Assurances at Thane-9 under Registration No. TNN-9/1294/2017 executed between Agile and Axis Trustee Services Ltd.
- f. Amendment to Deed of Mortgage dated 6th March, 2017 registered before the Sub-Registrar of Assurances at Thane under Sr. No. TNN-9-1293/2017, executed between Agile Real Estate Pvt. Ltd. and Axis Trustee Services Ltd
- g. Transfer Deed dated 25th April, 2017 registered before the Sub-Registrar of Assurances at Thane-2 under Registration No. TNN-2-4486/2017 executed between Agile and Thane Municipal Corporation in respect of Land reserved for Amenity Space 1, 2 and 4 admeasuring in total 90,665.00 sq. mtrs. comprising some of the survey nos. of the Entire Land, as more particularly mentioned in the Transfer Deed. However, as clarified by Agile, the Survey nos. (parts) as reflected in this Deed are not forming a part of the said Land.
- h. Agreement dated 27th April, 2017, registered before the Sub-Registrar of Assurances at Thane under Sr. No. TNN-2-4545/2017 executed between Thane Municipal Corporation and Agile in respect of Land admeasuring 82870.00 sq. mtrs. comprising of the Survey Nos. as more particularly mentioned therein; as clarified by Agile, the Survey nos. (parts) reflected in this Agreement are not forming a part of the said Land.

6. Litigation:

- a) Civil Writ Petition No. 2387 of 2017 at Bombay High Court:
Erstwhile Owner and Agile have filed present Civil Writ Petition, under Articles 226 and 227 of the Constitution of India against the State of Maharashtra & Ors, challenging certain notices in respect of differential of Unearned Income, N. A. Conversion Premium, and N.A. Assessments, etc. with respect to the lands of Village Balkum, Taluka & District Thane as stated in the aforementioned notices. There is an ad-interim order in favour of the Petitioners and the matter is pending at admission stage.
- b) Application bearing No. REV/C-1/T-2/LND/KAVI/1019/17 before Tehsildar Thane.
One Pundalik Ragho Wadekar & around 28 Ors. have filed identical applications before Tehsildar seeking certain reliefs as more particularly mentioned therein. However no reliefs have been granted in respect of the same till date. The matter has been heard and is closed for orders.
- c) Application bearing Reference No. TMC/TDD/3135 dated 01.11.2017 before Executive Engineer, City Development Dept. TMC, Thane.
Thane Parisar Shetkari Sanstha through its President Mr. C.B. Patil & Ors. ("TPSS") being residents of Village Balkum have filed applications against Erstwhile Owner and Agile claiming certain reliefs as more particularly contained thereunder. No reliefs have been granted till date. The matter is pending adjudication.



7. Revenue Search:

We have applied for the 7/12 extracts issued by Talathi, Thane for the Schedule mentioned herein. However, we have obtained online revenue records and have found that name of Agile is recorded as owner/occupant of the said Land.

8. ROC Search:

We conducted the ROC search at the MCA website vide receipt no. U20004271 dated 6th November, 2017 for charges registered in the name of Agile for the said Land and found charges as set out hereinbelow, in respect of which Agile has also clarified as follows:

- i) Deed of Simple Mortgage dated 2nd March, 2016 registered on 3rd March 2016 before the Sub-Registrar of Assurances under Sr. No. TNN-9/2851/2016, executed between Agile Real Estate Private Limited and HDFC for availing financial facilities of Rs. 350 Crores.
- ii) Deed of Simple Mortgage dated 13th February, 2017, registered on 15th February 2017 before the Sub-Registrar of Assurances at Thane under Sr. No. TNN-9-969/2017, executed between Agile Real Estate Pvt. Ltd. and HDFC whereby HDFC has sanctioned credit facility of Rs. 680 Crores to Agile Real Estate Pvt. Ltd. After this modification, the total amount secured to HDFC on property belonging to Agile Real Estate Pvt. Ltd. stands increased to Rs. 1,000 Crores.
- iii) Deed of Simple Mortgage dated 13th February, 2017, registered on 15th February 2017 before the Sub-Registrar of Assurances at Thane under Sr. No. TNN-9-970/2017, executed between Agile Real Estate Pvt. Ltd. and HDFC whereby HDFC has sanctioned credit facility of Rs. 200 Crores to Agile. After this modification, the total amount secured to HDFC on property belonging to Agile Real Estate Pvt. Ltd. stands increased to Rs. 1200 Crores.
- iv) Deed of Mortgage dated 30th March 2013 registered before the Sub-Registrar of Assurances at Thane under Sr. No. TNN-9-2636/2013, executed between the Agile (Mortgagor No.1), Bayer CropScience Ltd. (Mortgagor No. 2) in favour of Axis Trustee Services Ltd. (as a Security Trustee of Lenders & Deposit Provider) for availing Term Loan Facility of Rs.1350 Crores.
- v) Amendment to Deed of Mortgage dated 6th March, 2017 registered before the Sub-Registrar of Assurances at Thane under Sr. No. TNN-9-1293/2017, executed between Agile Real Estate Pvt. Ltd. and Axis Trustee Services Ltd. recording and confirming the consequential amendments to the Deed of Mortgage dated 30th March 2013 (Original Deed).
- vi) Deed of Additional Security dated 6th March, 2017 registered before the Sub-Registrar of Assurances at Thane under Sr. No. TNN-9/1294/2017, executed between Agile Real Estate Pvt. Ltd and Axis Trustee Services Ltd. to create additional security in the manner as more particularly mentioned therein.
- vii) Deed of Assignment dated 31st March, 2017 executed between Piramal Finance Limited (PFL/Assignor) and HDFC Limited (Assignee) whereby the Deposit of 200 Crores

Page | 8



provided by Piramal Enterprises Ltd (name changed to Piramal Finance Ltd) was assigned to HDFC Limited.

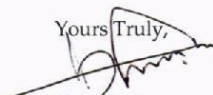
- viii) Deed of Accession dated 31st March, 2017 executed amongst HDFC Limited (assignee Deposit Provider) & Axis Trustee Services Limited (Security trustee) & Agile in respect of the above.

9. Opinion:

- 9.1 Based on the title search investigation and the perusal of documents made available to us and subject to what is stated hereinabove we are of the opinion that Agile has a valid and clear right, marketable title in respect of the said Land.

**THE SCHEDULE ABOVE REFERRED TO
(Description of the said Land)**

All those part of non-agricultural land or ground, bearing Survey No. 79/1A, 79/2A, 79/2B, 79/3, 79/4, 79/5, 79/6 to 9, 80/1, 80/2/A, 83/1, 83/2A, 83/3, 83/5, 83/6/A, 83/4/1A, 83/2B/1, 89/1, 89/2, 89/3, 89/4, 89/6, 89/5, 90/3E, 90/4/A, 90/5, 90/6, 90/7, 90/8, 90/9, 90/10A, 90/10B, 90/11, 90/12, 90/13, 95/32 admeasuring 7.95 acres i.e. 32,190 sq. mtrs. out of total area admeasuring 43, 090 sq. mtrs. i.e. 10.64 acres (as per the relevant 7/12 extracts) which forms a part of the said Entire Land lying being and situated at Village Balkum, Taluka and District Thane.

Yours Truly,

Shiju P V
Partner
INDIALAW LLP

Annexure 'G-2'.

(ADDENDUM TO THE CERTIFICATE OF TITLE)



**ADDENDUM
TO THE TITLE SEARCH REPORT DATED 9TH NOVEMBER, 2017
SUBMITTED TO
AGILE REAL ESTATE PRIVATE LIMITED**

This is an Addendum to the Title Search Report dated 9th November, 2017 ("**original Title Search Report**"), issued by us to Agile Real Estate Private Limited ("**Agile**") in respect of the said Land as more particularly described in the said original Title Report.

The description of the said Land as mentioned in the original Title Search Report is for the area admeasuring approx. 32,190 square meters (equivalent to 7.95 acres) out of the area admeasuring approx. 43,090 square meters (equivalent to 10.64 acres) as per the relevant 7/12 extracts, whereupon Agile is developing the project called Sector 5. We have been informed by Agile that, due to planning exigencies, the boundaries of the said Land have been extended to include some additional portions of land in certain Survey Nos. forming a part of the said Land besides a portion of an additional Survey No.79/1B admeasuring in all 1160 sq. mtrs. approx. as per the relevant 7/12 extract with regard thereto, lying being and situated at Village Balkum, Taluka and District Thane ("**Survey No. 79/1B (Part)**") being included in the development of Sector-5. In view of the aforesaid, Agile, after the said change in their plans, is accordingly developing the project called "Sector-5" on all those parts and parcels of land admeasuring approx. 34,950 square meters (equivalent to 8.63 acres) out of an area admeasuring approx. 45,080 square meters (equivalent to 11.13 acres) as per the relevant 7/12 extracts, lying being and situated at Village Balkum, Taluka and District Thane, and as more particularly described in Schedule appearing hereunder (the said Land mentioned in the original Title Search Report along with the additional portions of land and Survey No. 79/1B (Part) shall hereinafter be referred to as "**the Subject Land**").

The present Addendum shall for all intents and purposes be readwith the original Title Search Report dated 9th November 2017.

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LLPIN - AAC - 7831



TITLE HISTORY:

The Subject Land forms part of the said 104.73 acres of land as described in the original Title Search Report. Vide various title documents as more particularly traced in the original Title Search Report, the Subject Land was interalia conveyed by Bayer CropScience Ltd. in favour of Agile for the consideration and such other terms and conditions as more particularly contained in the said documents. Therefore, by virtue of the same Agile became the owner in respect of interalia the said Subject Land.

MORTGAGES:

In addition to the mortgage deeds mentioned in the original Title Search Report, perusal of the certain additional mortgage deeds provided by Agile, reveal the following details:

- i. By and under Deed of Simple Mortgage dated 28th February 2018 registered before the Sub-Registrar of Assurances at Thane vide Serial No. TNN-5/2775/2018, executed between Agile as Mortgagor and Housing Development Finance Corporation Limited as Mortgagee ("HDFC"), Agile has by way of pari passu mortgage and charge by way of security interest interalia mortgaged the said Premises; the receivables relating to/arising from the said Premises as more particularly described in Schedule I thereto together with the construction thereon both present and future and the receivables relating to/arising from the Balance land as more particularly described in Schedule -IA thereto together with the construction thereon both present and future and the right, title and interest in the Designated Account for the receivables arising out of the said Premises and the Balance Land as more particularly described in Schedule I and Schedule -IA therein, on such terms and conditions as more particularly contained in the document, in favour of HDFC to secure the loan/credit facility of an amount of Rs.500 crores (Rupees Five hundred crores only) on such terms and conditions as more particularly contained therein.
- ii. By and under a Deed of Simple Mortgage for creation of Additional Security dated 2nd May 2018 registered before the Sub-Registrar of Assurances at Thane-5 under Sr. No. TNN-5/6320/2018, executed between Agile as Mortgagor and HDFC as Mortgagee, Agile has by way of Additional Security interalia mortgaged the Infrastructure and Development Receivables



/Charges arising from the Project Land (as more particularly described therein) together with the construction thereon both present and future including exclusive mortgage and charge by way of security interest over all the right, title and interest in the Designated Account (as more particularly described therein) in relation to the said Infrastructure and Development Receivables/ Charges received to the credit of such account together with the construction thereon both present and future for availing the facility as set out in the Deed of Simple Mortgage dated 28th February 2018.

SRO SEARCH:

The earlier Search Report dated 9th November 2017, prior to issuing the original Title Search Report was conducted in respect of the entire/full extent of the land comprised in the said Survey Nos and thus covers and includes the additional portions of land in the concerned Survey Nos. We have thus conducted search in the offices of Sub-Registrar of Assurance at Thane only with regard to the additional Survey No. 79/1B, for the years 2015 to 2018 vide Search Receipt bearing Sr. No. 11475 dated 7th June, 2018 and have observed certain additional entries in respect of the Subject Land vide as mentioned in the Search Report dated 13th June, 2018, which records the below mentioned entries:

- i. Deed of Simple Mortgage dated 2nd March 2016 registered before the Sub-Registrar of Assurances at Thane under Sr. No. TNN-9-2851/2016, executed between Agile as Mortgagor and Housing Development Finance Corporation Ltd. as Mortgagee for Rs. 350 Crore.
- ii. Deed of Simple Mortgage dated 13th February, 2017 registered before the Sub Registrar of Assurances at Thane under Sr. No. TNN-9-969/2017, executed between Agile as Mortgagor and Housing Development Finance Corporation Ltd. as Mortgagee for Rs. 650 crore
- iii. Deed of Simple Mortgage dated 13th February, 2017 registered before the Sub-Registrar of Assurances at Thane under Sr. No. 9-970/2017, executed between Agile as Mortgagor and Housing Development Finance Corporation Ltd as Mortgagee for Rs.200 Crore.
- iv. Deed of Additional Security dated 6th March, 2017 registered before the Sub-Registrar of Assurances at Thane-9 under Sr. No. TNN-9/1294/2017 executed between Agile and Axis Trustee Services Ltd.



- v. Amendment to Deed of Mortgage dated 6th March, 2017 registered before the Sub-Registrar of Assurances at Thane under Sr. No. TNN-9-1293/2017, executed between Agile Real Estate Pvt. Ltd. and Axis Trustee Services Ltd.
- vi. Deed of Simple Mortgage dated 28th February 2018 registered before the Sub-Registrar of Assurances at Thane-5 under Sr. No. TNN-5/2775/2018, executed between Agile as Mortgagor and Housing Development Finance Corporation Ltd. as Mortgagee for Rs. 500 Crore.
- vii. Deed of Simple Mortgage for creation of Additional Security dated 2nd May 2018 registered before the Sub-Registrar of Assurances at Thane-5 under Sr. No. TNN-5/6320/2018, executed between Agile as Mortgagor and HDFC Ltd. as Mortgagee for the Additional Security.

ROC SEARCH:

We have conducted ROC search on MCA website vide Receipt No. U29075280 dated 13th June, 2018 for the charges registered in the name of the Agile and it appears to us that below mentioned additional charges have been created in respect of the Subject Land:

1. Agile has availed an additional credit facility of Rs. 500 Crore from HDFC Ltd. apart from the facilities initially availed, by creating a charge on the Receivables and Accounts on the Premises and Balance Land (as more particularly described therein) being the Mortgaged Premises (including the Subject Land) and accordingly, Deed of Simple Mortgage dated 28th February, 2018 bearing Sr. No. TNN-5/2775/2018 registered before the SRO Thane has been executed between Agile and HDFC Ltd.; pursuant to which, the charge has been modified and the total amount secured from HDFC Ltd. has been increased to Rs. 1700 Crore.
2. Agile has provided additional security to HDFC Ltd. by way of creating a charge on Infrastructure and Development Receivables/ Charges in respect of Project Landreceivables in respect of land inclusive of the Subject Land and accordingly, Deed of Simple Mortgage dated 2nd May, 2018 bearing Sr. No. TNN-5/6230/2018 registered before the SRO at Thane has been executed between Agile and HDFC Ltd. confirming the same. No additional amount has been availed by Agile by virtue of this Deed of Simple Mortgage



therefore, the total amount availed by Agile from HDFC Ltd. is of Rs. 1700 Crore.

REVENUE RECORD:

We have obtained online revenue record in respect of the Survey No. 79/1B and we understand that the name of Agile has been recorded as an owner/occupant in respect of the same.

LITIGATION:

A Public Interest Litigation 119/2017 has been filed before the Hon'ble Bombay High Court by one Rohit Joshi Vs Thane Municipal Corporation (TMC) in respect of non-compliance by TMC of certain provisions of the Maharashtra (Urban Areas) Protection and Preservation of Trees Amendment Act, 1975 as amended till date (said Act) . The Hon'ble Court has granted interim relief holding that the appointment of the Tree Authority is not in accordance with the provisions of the Act, thereby interalia directing TMC to reconstitute the Tree Authority besides appoint a new Tree Officer in consonance with the provisions of the said Act, in a time bound manner. Accordingly, in the meantime, the decisions regarding cutting/transplantation of trees (including the applications made by Agile) taken by the earlier Tree Authority have been held to be prima facie vitiated and thereby not to be acted upon. The matter is now kept for reporting compliance to the Hon'ble Court.


OPINION:

Based on the title search investigation and the perusal of the documents made available to us and subject to what is stated hereinabove, we are opine that, Agile has a valid and clear right, marketable title in respect of the Subject Land.

SCHEDULE:

(the Land admeasuring 11.13 acres as per the 7/12 extracts out of which the Subject Land admeasuring 8.63 acres is being developed as Sector -5)

All those pieces and parcels of land bearing Survey Nos. 79/1A, 79/1B , 79/2A, 79/2B, 79/3, 79/4, 79/5, 79/6 to 79/9, 80/1, 80/2/A, 83/1, 83/2A, 83/2/B/1, 83/3, 83/4/1/A, 83/5, 83/6/A, 89/1, 89/2, 89/3, 89/4, 89/5, 89/6, 90/3E, 90/4/A, 90/5, 90/6, 90/7,



90/8, 90/9, 90/10A, 90/10B, 90/11, 90/12, 90/13, 95/32 totally admeasuring 45,080 square meters approx. (equivalent to 11.13 acres) as per the relevant 7/12 extracts out of which 34,950 square meters approx. (equivalent to 8.63 acres) is being developed as Sector-5, forming a part of the said Entire Land (as described in the original Title Search report) lying being and situated at Village Balkum, Taluka and District Thane.

Yours truly,



For Shiju P. V.

Partner

INDIALAW LLP

Date: 6th July, 2018

Dr. a.

Annexure 'H'

(APARTMENT AND ALLOTTEE/S DETAILS)

Sr.		Particular															
(1).	Sector5	“Sector 5”															
(2).	Project/Building	“Sector 5-Wing C” as per Maharashtra RERA Registration No. P51700020196/Wing ‘C’.															
(3).	Apartment	Apartment bearing No. 295 , on 29th habitable Floor in Wing ‘C’ of the Project, admeasuring about; <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>Square Meters</th> <th>Square Feet</th> </tr> </thead> <tbody> <tr> <td>Carpet Area (RERA) of Apartment</td> <td align="center">137.03</td> <td align="center">1475</td> </tr> <tr> <td>Enclosed Balcony area attached to the Apartment</td> <td align="center">0.00</td> <td align="center">0</td> </tr> <tr> <td>Balcony (Open) area attached to the Apartment</td> <td align="center">7.95</td> <td align="center">86</td> </tr> <tr> <td>Utility Balcony (Open) area attached to the Apartment</td> <td align="center">0.00</td> <td align="center">0</td> </tr> </tbody> </table>		Square Meters	Square Feet	Carpet Area (RERA) of Apartment	137.03	1475	Enclosed Balcony area attached to the Apartment	0.00	0	Balcony (Open) area attached to the Apartment	7.95	86	Utility Balcony (Open) area attached to the Apartment	0.00	0
	Square Meters	Square Feet															
Carpet Area (RERA) of Apartment	137.03	1475															
Enclosed Balcony area attached to the Apartment	0.00	0															
Balcony (Open) area attached to the Apartment	7.95	86															
Utility Balcony (Open) area attached to the Apartment	0.00	0															
(4).	Parking Space/s	2 (Two) vehicle parking spaces in the Whole Project															
(5).	Purchase Price	Rs. 2,53,95,500/- (Rupees Two Crore Fifty Three Lakhs Ninety Five Thousand Five Hundred Only)															
(6).	Date of Offer of Possession of the Apartment*	On or before 30th June, 2026															
(7).	Date of Project Completion*	On or before 30th December, 2027															
(8).	Postal address of the Allottee/s	902 - B Wing, Beach Classic CHS, Gorai-Shimpoli Rd, Chikuwadi, Borivali West, Mumbai - 400092, Maharashtra, India															
(9).	Postal address of the Promoter	101, Kalpataru Synergy, Opposite Grand Hyatt, Santacruz (East), Mumbai - 400 055.															
(10).	E-mail address of the Allottee/s.	vishwagosar25@gmail.com															
(11).	E-mail address of the Promoter.	servicesupport@kalpataru.com															
(12).	Permanent Account Numbers of the Promoter	AAGCA7403G															
(13).	Permanent Account Numbers of the Allottee/s	Mrs. Vishwa Gosar - AIBPG1439J Mr. Rraj Singh - ARMPS6367F															

*The dates mentioned herein above table is subject to additional period of 6 (Six) months (as grace period) and any extended time period due to the events mentioned in Article 15.11.1(d) of this Agreement herein above

Annexure 'I-1'
(FLOOR PLAN)



WING C
TYPICAL FLOOR PLAN
1ST,5TH,7TH,9TH,13TH,15TH,17TH,19TH,23RD,
25TH,27TH,29TH,33TH,35TH,37TH & 39TH FLOOR

Not To Scale

Apartment No. **295** on **29th** Habitable Floor of Wing 'C' in the Project

Annexure 'I-2'
(FLOOR PLAN)

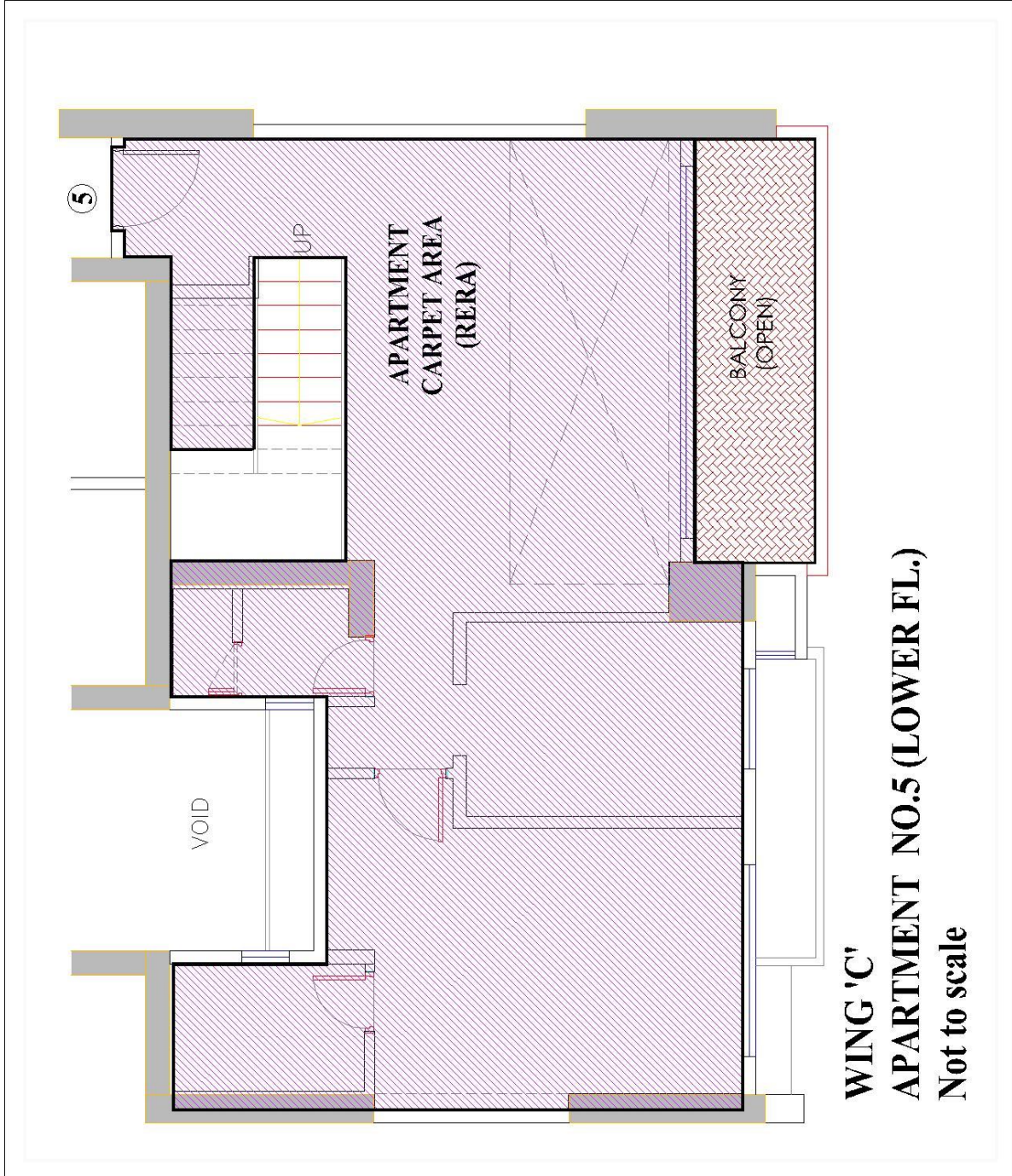


WING C
TYPICAL FLOOR PLAN
2ND, 4TH, 8TH, 10TH, 12TH, 14TH, 18TH, 20TH, 22ND,
24TH, 28TH, 30TH, 32TH, 34TH, 38TH & 40TH FLOOR

Not To Scale

Apartment No. **295** on **29th** Habitable Floor of Wing 'C' in the Project

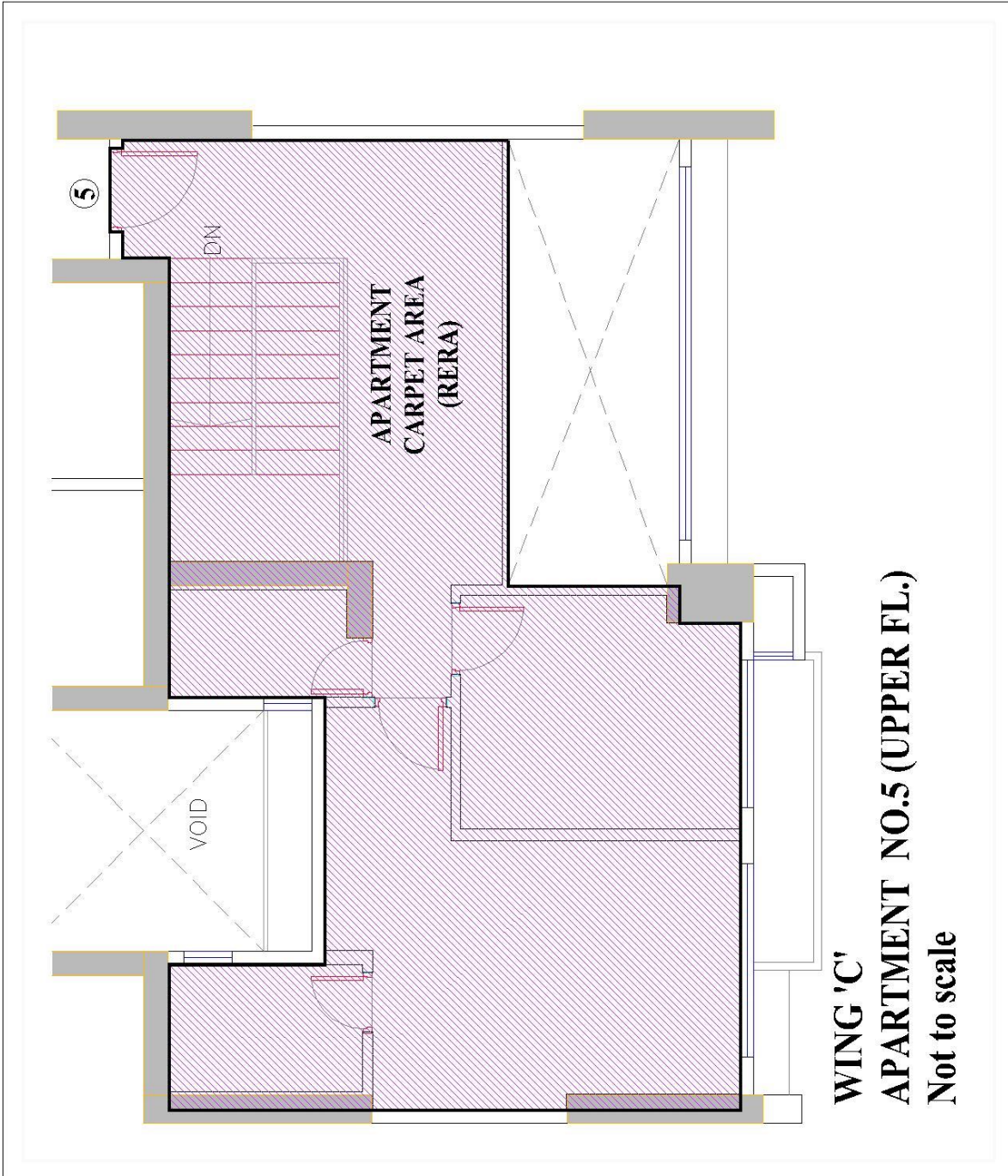
Annexure 'I-3'
(APARTMENT PLAN DEPICTING VARIOUS AREAS)



Not To Scale

Apartment No. **295** on **29th** Habitable Floor of Wing 'C' in the Project

Annexure 'I-4'
(APARTMENT PLAN DEPICTING VARIOUS AREAS)



Not To Scale

Apartment No. **295** on **29th** Habitable Floor of Wing 'C' in the Project

Annexure 'J-1'

(PAYMENT SCHEDULE)

The Purchase Price of **Rs.2,53,95,500/- (Rupees Two Crore Fifty Three Lakhs Ninety Five Thousand Five Hundred Only)** payable by the Allottee/s in instalments against the following milestones:

Sr. No.	Time for Payment	Amount
1	Booking Amount	Rs. 25,39,550/-
2	Amount Payable on or before 07th March 2024	Rs.1,19,35,885/-
3	Payable on completion of 10th floor Slab	Rs. 10,15,820/-
4	Payable on completion of 15th floor Slab	Rs. 10,15,820/-
5	Payable on completion of 20th floor Slab	Rs. 10,15,820/-
6	Payable on completion of 25th floor Slab	Rs. 10,15,820/-
7	Payable on completion of 30th floor Slab	Rs. 10,15,820/-
8	Payable on completion of 34th floor Slab	Rs. 10,15,820/-
9	Payable on completion of 38th floor Slab	Rs. 10,15,820/-
10	Payable on completion of Top Slab	Rs. 5,07,910/-
11	Payable on completion of Blockwork/ Brickwork upto Top Slab	Rs. 5,07,910/-
12	Payable on completion of Internal Plaster & Lift Well	Rs. 5,07,910/-
13	Payable on completion of Flooring & Tiling, External Plaster and Terrace Waterproofing	Rs. 5,07,910/-
14	Installation of water pumps and Lifts	Rs. 7,61,865/-
15	Main Entrance lobby, paving of areas appurtenant to the building/tower/wing and electrical fittings	Rs. 5,07,910/-
16	On Offer of Possession	Rs. 5,07,910/-
	Total	Rs. 2,53,95,500/-

Note: 1.The above payment schedule may not be same for all the Allottee/s, the same will change or vary from purchaser/allottee to purchaser/allottee.
2. The above payment schedule and/or installments are not in chronological order and payment for any of the aforesaid milestones may become due before or after the other milestones, depending on the date of initiation of the relevant milestone.

Annexure 'J-2'

(RECEIPT)

Received on or before execution hereof, of)
and from the within named Allottee/s, the)
sum of **Rs.25,14,154/- (Rupees Twenty Five)
Lakhs Fourteen Thousand One Hundred)
Fifty Four Only)** ~~vide cash/cheque/draft/pay)
order bearing No. _____ dated)
_____ drawn _____ on)
_____)
_____)
_____)
_____ being the Booking)
Amount/ installment of the Purchase Price)
agreed to be paid by the Allottee/s, to us as)
within mentioned)
)
)~~

Rs.25,14,154 /-

Witnesses:

1.

**For Agile Real Estate Private
Limited**

2.

**Authorised Signatory/
Constituted Attorney**

Draft AFS

Annexure 'K'
(APARTMENT AMENITIES)

Apartment Features

- Vitrified tile flooring adorning the apartment
- Laminate finished doors
- Gypsum finished Internal walls with low Volatile Organic Compound (VOC) Paint
- Aluminium sliding window
- Video door phone with intercom facility at apartment entrance
- Balcony with tile flooring and MS railing (*Applicable to apartments with balconies. Glass railing in Wing C*)

Kitchen Features

- Vitrified tile flooring
- Granite platform & additional service platform
- Designer tiled dado above platform
- Stainless steel sink
- Exhaust fan & provision for water purifier
- Kitchen equipped with PNG/heat detector

Bathroom Features

- Tile Flooring with designer tile dado up to door height in all bathrooms
- Premium sanitary and CP fittings
- Hot & cold water mixer for shower area
- Exhaust fan
- Water heater (*not provided in powder toilet*)

Annexure 'L'
Consent Letter From Allottee/s

_____ 2024

From:

Mrs. Vishwa Gosar
Mr. Rraj Singh
902 - B Wing, Beach Classic CHS,
Gorai-Shimpoli Rd, Chikuwadi,
Borivali West, Mumbai - 400092, Maharashtra, India

To:

Agile Real Estate Private Limited
101, Kalpataru Synergy,
Opp. Grand Hyatt,
Santacruz (East),
Mumbai 400 055
(the, "**Promoter**")

Dear Sirs:

Re: Apartment No. **295** (the, "**Said Apartment**") on the **29th** habitable floor in the Project/Building "Sector 5-Wing C" as per Maharashtra RERA Registration No. P51700020196/Wing 'C' (the, "**Said Project**") in the complex / sector known as "Sector 5" (the, "**Said Sector**"), being developed upon a portion of land situated at Kolshet Road, Thane (West) 400607, Maharashtra.

- (1) I/We refer to my / our Application dated **22.01.2024** for the booking of the Said Apartment.
- (2) I/ We am/are aware and informed that:
 - (a) the Promoter has amended and modified the plans in respect of the development of the Said Project including the development of floors up to 45 habitable floors subject to the norms prescribed under applicable development laws/regulations;
 - (b) In view of what is stated in the paragraph no. 2(a) hereinabove, there are incidental, ancillary or consequential changes in: (i) the built-up area of the Said Project, and (ii) the number of parking spaces, common areas, and amenities in the Said Sector; and,
 - (c) The changes as referred to in sub paragraph no. 2(a) and 2(b) of this letter are in the process of being updated in the records of the Maharashtra Real Estate Regulatory Authority (including on the MAHARERA website) and the other regulatory authorities.
- (3) In view of above, I/we do hereby confirm and accord my/our free consent as required under applicable law including RERA (u/s14(2)) and I/we hereby authorize the Promoter to carry out necessary changes/amendments in accordance with applicable development regulation as required/applicable, from time to time, within appropriate jurisdiction.

Yours faithfully,

Mrs. Vishwa Gosar
[Signature of the Allottee/s]

Mr. Rraj Singh
[Signature of the Allottee/s]