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**AGREEMENT FOR SALE OF PREMISES**

THIS AGREEMENT is made at Mumbai this 1 day of Feb., 2024

BETWEEN

**OBEROI REALTY LIMITED** a company incorporated under the provisions of the Companies Act, 1956 having its registered office at Commerz, 3<sup>rd</sup> floor, International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon (East), Mumbai- 400 063, hereinafter referred to as the "Developer" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the  
**ONE PART**

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AND	१२०



Mr. Durgesh Buxy, Mrs. Dipti Buxy, Mr. Ishan Buxy, having his/her/their address at B2/202, Rosemary, Runwal Garden City, Balkum, Thane (W), Thane- 400608, 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 case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the coparcenery and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and the heirs, executors and administrators of the last surviving Trustee and his or her assigns and in case of a body corporate/company its successors and permitted assigns) of the **OTHER PART**.

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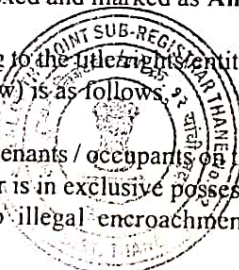
**WHEREAS:**

- A. Ashok Nagari (Thane), a sole proprietorship ("Owner") is the owner of and/or is seized and/or possessed of and/or is otherwise well and sufficiently entitled to all those pieces and parcels of land admeasuring in the aggregate approximately 75,391.80 square meters together with the structure standing thereon, bearing Cadastral Survey No. 1141 (earlier bearing Survey No.48 Hissa No.4, Survey No.55 Hissa No.1(Pt), 2, 3, 4,5,6,7(Pt),8 and 9, Survey No.56 Hissa No.1 to 12, Survey No.59, Hissa No.1 to 15, Survey No.60, Hissa No.1(Pt), 3 to 7, 8(Pt), 9 and 10(Pt) and Old C.T.S.No.1141,1239 to 1242, 1343 to 1383, 1439 to 1442, 1512 to 1519, 1571 to 1575, 1641 to 1649, 1703 to 1715, 1735 to 1748, 1762 to 1773, 1779 to 1790, 1799 to 1814, 1827 to 1834, 1843 to 1858, 1871 to 1876, 1913 to 1919) of Village Kolshet, Taluka and District Thane - 400607, which is more particularly described in the **First Schedule** hereunder written and is delineated by black colour boundary line on the plan annexed and marked as **Annexure "1"** hereto ("**the Larger Property**").
- B. By a Development Agreement dated 12<sup>th</sup> March, 2022 ("**said Development Agreement**") registered with the Sub-Registrar of Assurance under serial no. TNN5-3958-2022, the Owner has granted to the Developer full, free, uninterrupted, exclusive and irrevocable development rights and an irrevocable license to enter upon the Larger Property to carry out construction and development work on the terms and conditions contained therein.
- C. In pursuance of the said Development Agreement, the Owner has executed a detailed irrevocable Power of Attorney dated 12<sup>th</sup> March, 2022 registered under no. serial no.TNN5-3959-2022 in favour of the Developer, to enable the Developer to do and execute for the Owner and on the Owner's behalf various acts, deeds, matters and things and to exercise all of any of the powers and authorities conferred therein.
- D. In this background, the Developer is thus seized and possessed of and otherwise well and sufficiently entitled to the Larger Property.
- E. The details pertaining to the title of the Owner to the Larger Property and the development rights granted unto the Developer by the Owner, the pertinent approvals and permissions issued in respect of the Real Estate Project, litigation proceedings (if any) in respect of the Larger Property, covenants (if any) affecting the Larger Property, impediments (if any) attached to the Larger Property, encroachments (if any) on the Larger Property, permissions to be obtained, and mortgages/charges on the Real Estate Project (if any), are elucidated in the Title Certificate dated 8<sup>th</sup> December, 2022, issued by Advocate Sahil Shah copy whereof is uploaded on the website of Maharashtra Real Estate Regulatory Authority ("**Authority**") under the project name, "**Forestville - Phase 1**" and is annexed and marked as **Annexure "3"** hereto ("**Title Certificate**").

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The details pertaining to the title/rights/entitlement of the Developer to the Real Estate Project (defined below) is as follows:

- (i) There are no tenants / occupants on the Real Estate Project (defined below) and the Developer is in exclusive possession thereof;
- (ii) There are no illegal encroachments on the Real Estate Project (defined below); and
- (iii) There is no mortgage or lien or charge on the Real Estate Project (defined below).



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*[Handwritten signature]*

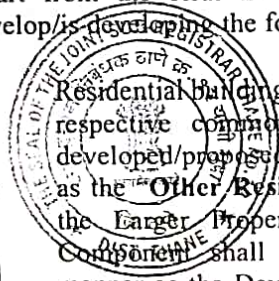


- G. The Developer is entitled to develop the Larger Property by consuming maximum Floor Space Index ("FSI") as more particularly set out in this Agreement and by constructing buildings thereon as mentioned in this Agreement.
- H. The Developer is undertaking the development of the Larger Property ("the Whole Project") in a phase-wise manner as mentioned at Recital I below.
- I. The principal and material aspects of the development of the Whole Project as disclosed by the Developer are briefly stated below-

- (i) The Whole Project shall be developed in a phase wise manner.
- (ii) The Developer proposes to utilize a maximum total FSI of 5 subject to applicable law on gross plot area of the Larger Property plus ancillary FSI plus free of FSI areas plus parking area/s and the amenities ("Full Development Potential") for the of the Whole Project.
- (iii) The Developer has disclosed to the Allottee/s the designated/proposed use of the various buildings/structures/towers/wings on the Larger Property specifying and identifying the Whole Project including *inter alia*, the Real Estate Project (defined below), the Other Residential Component (defined below), the Non-Residential Component (defined below), the Whole Project Included Amenities (defined below), and the Exclusive Amenities for the Non-Residential Unit/s (defined below) and the phase/s in which the Developer proposes to develop the Whole Project by utilizing the Full Development Potential ("Approved Layout With Phasing/User Superimposed" or "ALPS") and the layout whereof is annexed to this Agreement as Annexure "1".
- (iv) The Allottee/s has/have also perused copies of the amended layout approval dated 20<sup>th</sup> October 2023 bearing reference no. 3 VP NO. S05/0196/20 /TDD/4477/23 ("Approved Layout") issued by Thane Municipal Corporation ("TMC"), which is annexed to this Agreement as Annexure "2".
- (v) The ALPS annexed as Annexure "1" hereto discloses *inter-alia*;
- (a) The Real Estate Project (defined below);

(b) Apart from the Real Estate Project, the Developer proposes to develop/is developing the following on the Larger Property:-

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(I) Residential buildings/structures/towers/wings along with their respective common areas, facilities and amenities being developed/proposed to be developed (hereinafter be referred to as the "Other Residential Component") and the portion of the Larger Property upon which the Other Residential Component shall be developed/being developed in such manner as the Developer may in its sole discretion deem fit and such areas as may be designated as such by the Developer are hereinafter referred to as the "Other Residential Portion of the Larger Property".

(II) Non-residential units/areas, including for users of restaurants / cafes / shops / retail / mercantile / offices and the same shall



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be referred to as the "Non-Residential Unit/s". The common areas, facilities and amenities for the Non-Residential Unit/s are hereinafter referred to as "Exclusive Amenities for the Non-Residential Unit/s".

- (III) Such other buildings/structures/towers/wings as sanctioned by the competent authorities.
- (c) An area admeasuring approximately 17164.23 square meters and shown in light green wash in the ALPS attached in Annexure "1" hereto is presently categorized as a "No Development Zone" (the said "R.G.1 at Ground Level"). The said R.G.1 at Ground Level may be developed by the Developer in accordance with applicable laws and in accordance with the sanctioned plans, proposed plans and approvals and permissions and in the manner the Developer may deem fit.
- (d) An area admeasuring approximately 17,008.29 square meters and shown in light brown wash in the ALPS attached in Annexure "1" hereto is presently categorized as an "Amenity Area" (the said "Amenity Area"). The said Amenity Area may be developed by the Developer in accordance with applicable laws and in accordance with the sanctioned plans, proposed plans and approvals and permissions and in the manner the Developer may deem fit.
- (vi) The common areas, facilities and amenities in the Whole Project including Real Estate Project (defined below), the Other Residential Component and the Proposed Future and Further Development of the Larger Property but excluding the Exclusive Amenities for Non-Residential Unit/s and Non-Residential Component Exclusive Amenities (defined below) that may be usable by the Allottee/s and other allottee/s of the Whole Project and the Larger Property on a non-exclusive basis ("**Whole Project Included Amenities**") are listed in the **Fourth Schedule** hereunder written and depicted in red colour hatch on the attached ALPS at Annexure "1" hereto. Further the Non-Residential Unit/s, Exclusive Amenities for Non-Residential Unit/s, and such other buildings/structures/towers/wings as sanctioned by the competent authorities for non-residential user/s on the Larger Property are hereinafter collectively referred to as "**the Non-Residential Component**" and the portions of the Larger Property on which the Non-Residential Component is proposed to be developed and/or that may be developed in future as the Developer may in its sole discretion deem fit and such areas as may be designated as such by the Developer are hereinafter collectively referred to as "**the Non-Residential Portions of the Larger Property**". The Developer may provide common areas, facilities and amenities to the Non-Residential Component and/or on the Non-Residential Portions of the Larger Property that shall be exclusive to the users/occupants thereof ("**Non-Residential Component Exclusive Amenities**"). The Allottee/s and other allottees in the Real Estate Project and the Other Residential Component shall not be entitled to use or access the Non-Residential Component Exclusive Amenities.

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The Developer shall be entitled to designate any spaces/areas in the Other Residential Component and the Non-Residential Component of the Whole Project (including on the terrace, basement levels, lower ground levels, ground levels and podium levels thereof) for third party service providers, for facilitating provision and maintenance of utility services (such as power,



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water, drainage and radio and electronic communication) to be availed by the other allottees in the Whole Project. Such designation may be undertaken by the Developer on lease, leave and license basis or such other method. For this purpose, the Developer may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc. in the Whole Project/part/s thereof.

- (viii) The name of the Other Residential Component, the Non-Residential Component and any branding/designation of the entire development of the Larger Property / Whole Project (or any part/s thereof) shall be as decided by the Developer from time to time.
- (ix) The nature of development of the Larger Property will be phase-wise and would constitute a mixture of users as may be permissible under applicable law from time to time.
- (x) The scheme and scale of development proposed to be carried out by the Developer on the Larger Property shall be in accordance with applicable law as amended from time to time.
- (xi) The Developer shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Developer is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Developer may in its sole discretion deem fit on the Larger Property and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time. The Developer shall also be entitled to place, select, decide hoarding/board sites.
- (xii) The details of formation of the Apex Body (defined below) and conferment of title upon the Apex Body with respect to a portion of the Larger Property and the Whole Project Included Amenities and, retention of title by the Developer with respect to the Non-Residential Component, Non-Residential Portions of the Larger Property, the Exclusive Amenities for Non-Residential Unit/s, Non-Residential Component Exclusive Amenities, the said Amenity Area and also the undivided right, title and interest in the said R.G.1 at Ground Level on the Larger Property proportionate to all the aforesaid, is more particularly mentioned at Clause 10 below.
- (xiii) The statutory approvals may require the Developer to hand over certain stipulated percentage of the Larger Property to the concerned authorities or develop the same as public amenity. The Developer shall determine and identify the portion and location of the Larger Property to be handed over for complying with the terms and conditions of statutory approvals. The portion of the Larger Property left over after handing over the stipulated percentage if any, to the TMC or statutory authority and/or developing as a public amenity including the Amenity Area, set back land, reservations and also exclusive of the Non-Residential Component, Non-Residential Portions of the Larger Property, Exclusive Amenities for Non-Residential Unit/s, Non-Residential Component Exclusive Amenities and also, the undivided right, title and interest in the said R.G.1 at Ground Level on the Larger Property proportionate to all the aforesaid, would be available for transfer to the Apex Body as mentioned at Clause 10.3 below.

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- (xiv) The Developer would be entitled to aggregate any contiguous/adjoining land parcel with development of the Larger Property as provided under the first

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दुय्यम निबंधक : मह. दु.नि.ठाणे 12

दस्त क्रमांक : 1309/2024

नोंदणी :

Regn:63m

गावाचे नाव : कोलशेत

(1)विनेखाचा प्रकार	करारनामा
(2)मोवदला	19347500
(3) वाजागभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	11308703.78
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:ठाणे म.न.गा. इतर वर्णन :सदनिका नं: सदनिका नं.2008, माळा नं: 20 वा मजला,टॉवर - सी, इमारतीचे नाव: फरिस्टवीले फेज-1, ब्लॉक नं: ठाणे पश्चिम - 400607, रोड : कोलशेत रोड,सॅडोझ बाग पोस्ट ऑफिसच्या पुढे, इतर माहिती: सोवत 1 टेन्डम कारपार्किंग ..... सदनिकेचे एकूण क्षेत्रफळ 1051.53 चौ.फूट रेरा कारपेट,.....(सोन -10/40-2व)( ( C.T.S. Number : 1141 ; ) )
(5) क्षेत्रफळ	1) 107.49 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्यान,प्रतिवादिचे नाव व पत्ता.	1): नाव:-ओवेरॉय रियल्टी लिमिटेड चे ऑथोराइज्ड मिग्रेटरी लियान म्हास्करेनस व हितेश नाईक तर्फे मुखत्यार चेतन विरंजे वय:-34; पत्ता:-प्लॉट नं: ऑफिस, माळा नं: 3 रा मजला, इमारतीचे नाव: कॅम्प,इंटरनॅशनल विझनेस पार्क,ओवेरॉय गार्डन सिटी, ब्लॉक नं: गोरेगाव पूर्व, मुंबई, रोड नं: ऑफ वेस्टर्न एक्सप्रेस हायवे , महाराष्ट्र, मुम्बई. पिन कोड:-400063 पॅन नं:-AABCK0235H
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायानयाचा हुकुमनामा किंवा आदेश अमल्यान,प्रतिवादिचे नाव व पत्ता	1): नाव:-दुर्गेश बक्शी वय:-56; पत्ता:-प्लॉट नं: सदनिका नं.वी2/202, माळा नं: -, इमारतीचे नाव: रोझमेरी, रुणवाल गार्डन सिटी, ब्लॉक नं: ठाणे पश्चिम, रोड नं: वाळकुम, महाराष्ट्र, THANE. पिन कोड:-400608 पॅन नं:- AFHPB2506A 2): नाव:-दीप्ति बक्शी वय:-50; पत्ता:-प्लॉट नं: सदनिका नं.वी2/202, माळा नं: -, इमारतीचे नाव: रोझमेरी, रुणवाल गार्डन सिटी, ब्लॉक नं: ठाणे पश्चिम, रोड नं: वाळकुम, महाराष्ट्र, ठाणे. पिन कोड:-400608 पॅन नं:- ALOPB4866G 3): नाव:-ईशान बक्शी वय:-24; पत्ता:-प्लॉट नं: सदनिका नं.वी2/202, माळा नं: -, इमारतीचे नाव: रोझमेरी, रुणवाल गार्डन सिटी, ब्लॉक नं: ठाणे पश्चिम, रोड नं: वाळकुम, महाराष्ट्र, THANE. पिन कोड:-400608 पॅन नं:- EOHPB9808G
(9) दस्तऐवज करून दिल्याचा दिनांक	01/02/2024
(10)दस्त नोंदणी केल्याचा दिनांक	01/02/2024
(11)अनुक्रमांक,खंड व नृष	1309/2024
(12)वाजागभावाप्रमाणे मुद्रांक शुल्क	1355000
(13)वाजागभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

प्र.सह. दुय्यम निबंधक वर्ग-२

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मुल्यांकनासाठी विचारत घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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







Certificate No. 5431

# THANE MUNICIPAL CORPORATION, THANE

(Registration No. 3 & 24)  
SANCTION OF DEVELOPMENT

सुधारीत COMMENCEMENT CERTIFICATE  
इमारतीचा तपशील मागील पानावर

V.P. No. S05/0196/20 TMC/TDD/4477/23 Date: 20/10/2023  
To. Shri/Smt. राजेश के. दिघे (Architect)  
Shri मे. अशोक नगरी (ठाणे) (Owners)  
सुरेश जोगानी  
मे. ऑटोमॅय रियल्टी लि. (POA)

With reference to your application No. 5373 dated 18/09/2023 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. मागील पानावर in village कोल्हापूर Sector No. 4 Situated at Road / Street 40.00 मी. रुंद S. No. / C.S.T. No. / F. P. No. 1141

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 Commenceing from the date of its issue.
- 4) This permission does not entitle you to develop the land which does not vest in you.
- 5) परवानगी / प्रारंभ प्रमाणपत्र संदर्भ क्र. टिएमसी/टिडीडी/४२२९/२२, दि.१९.१०.२०२२ मधील अटी बंधनकारक राहतील.
- 6) इमारतीमधील प्रस्तावित व्हेंटिलेशन शाफ्ट तसेच Kitchen करीता राष्ट्रीय भवन संहितेमधील नमुद मानकानुसार Mechanical Ventilation पुरविणे बंधनकारक राहिल.
- 7) उर्वरित बांधकामाच्या प्रारंभ प्रमाणपत्रापूर्वी पर्यावरण विभागाकडील सुधारीत पूर्वमान्यता सादर करणे बंधनकारक राहिल.
- 8) प्रकल्पामधील अंतिम वापर परवान्यापूर्वी भूखंडाच्या कमाल अनुज्ञेय भूनिर्देशांक क्षमतेनुसार बांधकाम प्रस्तावित न केल्यास त्यावेळी नियमानुसार आवश्यक असणा-या पार्किंग संख्येच्या ५०% पेक्षा अतिरिक्त पार्किंगकरीता अधिमूल्याचा भरणे किंवा सदरचे पार्किंग ठाणे महानगरपालिकेस विनामूल्य हस्तांतरीत करणे 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 \_\_\_\_\_

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Yours faithfully,



Municipal Corporation of  
the city of Thane  
DIST. THANE P.R.O.





Certificate No. 5431

# THANE MUNICIPAL CORPORATION, THANE

(Registration No. 3 & 24)  
SANCTION OF DEVELOPMENT  
COMMENCEMENT CERTIFICATE  
सुधारीत इमारतीचा तपशील मागील पानावर

V.P. No. S05/0196/20 TMC/TDD/4477/23 Date: 20/10/2023  
Shri / Smt. राजेश के. दिघे (Architect)  
Shri मे. अशोक नगरी (ठाणे) (Owners)  
सुरेश जोगानी  
मे. ऑव्हेरॉय प्रिविलिटी लि. (POA)

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- 2) No new building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission has been granted.
- 3) The development permission / Commencement Certificate shall remain valid for a period of one year Commencing from the date of its issue.
- 4) This permission does not entitle you to develop the land which does not vest in you.
- 5) परवानगी / प्रारंभ प्रमाणपत्र संदर्भ क्र. टिएमसी/टिडीडी/४२२९/२२, दि.१९.१०.२०२२ मधील अटी वंघनकारक राहतील.
- 6) इमारतीमधील प्रस्तावित व्हेंटिलेशन शाफ्ट तसेच Kitchen करीता राष्ट्रीय भवन संहितेमधील नमुद मानकानुसार Mechanical Ventilation पुरविणे वंघनकारक राहिल.
- 7) उर्वरित बांधकामाच्या प्रारंभ प्रमाणपत्रापूर्वी पर्यावरण विभागाकडील सुधारीत पूर्वमान्यता सादर करणे वंघनकारक राहिल.
- 8) प्रकल्पामधील अंतिम वापर परवान्यापूर्वी भूखंडाच्या कमाल अनुज्ञेय भूनिर्देशांक क्षमतेनुसार बांधकाम प्रस्तावित न केल्यास त्यावेळी नियमानुसार आवश्यक असणा-या पार्किंग संख्येच्या ५०% पेक्षा अतिरिक्त पार्किंगकरीता अधिमूल्याचा भरणे किंवा सदरचे पार्किंग ठाणे महानगरपालिकेस विनामूल्य हस्तांतरित करणे वंघनकारक 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

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Yours Faithfully,

