

MAHAVIR

AGREEMENT FOR SALE

74/12247 Monday,April 29 ,2024 12:52 PM पावती

Original/Duplicate

नोंदणी क्रं. :39म

Regn.:39M

पात्रती क्रं.: 13806

दिनांक: 29/04/2024

गावाचे नाव: माजिवडे

दस्तऐवजाचा अनुक्रंमांक: टनन2-12247-2024

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: राहुल किशोर राणे - -

नोंदणी फी दस्त हाताळणी फी पृष्ठांची संख्या: 98 ক. 30000.00

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आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 1:12 PM ह्या वेळेस मिळेल

बाजार मुल्य: रु.12071963.5 /-

मोबदला रु.13812800/-

भरलेले मुद्रांक शुल्क : रु. 967000/-

Joint Sub Registrar Thane 2

सह दुय्यम निबंधक वर्ग - २ ठाणे क्र. २

1) देयकाचा प्रकार: DHC रक्कम: रु.1960/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0424274905844 दिनांक: 29/04/2024

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH001115048202425R दिनांक: 29/04/2024

बँकेचे नाव व पत्ता: IDBI





सूची क्र.2

दुय्यम निवंधक : सह दु.नि.ठाणे 2 दस्त क्रमांक : 12247/2024

नोदंणी : Regn:63m

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गावाचे	नाव :	मााउ	वड

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

13812800

(3) वाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार

आकारणी देतो की पटटेदार ते नमुद करावे)

12071963.5

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

1) पालिकेचे नाव:ठाणे म.न.पा. इतर वर्णन :सदनिका नं: 3306, माळा नं: 33 वा,विल्डिंग नं 1, इमारतीचे नाव: डॅफोडील,प्रोजेक्ट महावीर स्प्रिंग, ब्लॉक नं: माजिवडे, रोड नं: ठाणे, इतर माहिती: क्षेत्र 57.57 चौ मी कार्पेट तसेच एटेच एरिया 8.60 चौ मी एकूण क्षेत्र 66.17 चौ मी कार्पेट म्हणजेच 712 चौ फुट कार्पेट आणि 1 लोअर ग्राउंड कव्हर्ड कार पार्किंग (6/24 354)((Survey Number : 280/1A,1B,4, 289/2A,2B, 415 ;))

(5) क्षेत्रफळ

1) 66.17 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-था/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव 1): नाव:-मे विनायक डेव्हलपर्स चे भागीदार वसंतलाल डी शाह तर्फे कबुली जवाबा करिता कु मु अनिल आर वाळवणकर वय:-39; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: मेघदूत, वल्लभ वाय लेन, , ब्लॉक नं: घाटकोपर, रोड नं: मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400077 पॅन नं:-AADFV5093M

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

1): नाव:-राहुल किशोर राणे - - वय:-38; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: बी-708 गणात रेसिडेन्सी, ब्लॉक नं: कॉसमॉस स्कुल समोर, रोड नं: सुभाष रोड भांडूप मुंदई, महाराष्ट्र, मुम्बई. पिन कोड:-400078 पॅन

नं:-ARJPR4803L

2): नाव:-प्रीती राहुल राणे - - वय:-37; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: बी-708 गणात रेसिडेन्सी, ब्लॉक नं: कॉसमॉस स्कुल समोर,, रोड नं: सुभाष रोड मांडूप मुंबई,, महाराष्ट्र, मुम्बई. पिन कोड:-400078 पॅन

नं:-AVMPM4875N

(9) दस्तऐवज करुन दिल्याचा दिनांक

29/04/2024

(10)दस्त नोंदणी केल्याचा दिनांक

29/04/2024

(11)अनुक्रमांक,खंड व पृष्ठ

(14)शेरा

12247/2024

(12)वाजारभावाप्रमाणे मुद्रांक शुल्क

(13)वाजारभावाप्रमाणे नोंदणी शुल्क

967000 30000

सह दुय्यम निर्वेधक वर्ग

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

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





CHALLAN MTR Form Number-6

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Location THANE						<u>. </u>						
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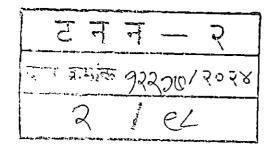
Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवळ दुरयम निवंधक कार्यालयात नोदंणी करावयाच्या दस्तांसाठी लागु आहे . नोदंणी न करावयाच्या दस्तांसाठी नाही . 919892778057

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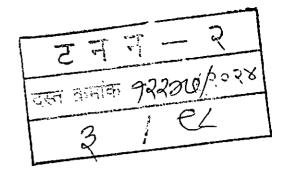
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ARTICLES OF AGREEMENT made at Thane this 29 day of APRIL 202 4 between Vinayak Developers a firm registered under the Indian Partnership Act 1932 having their principal office at Meghdoot, Vallabh Baug Lane, Ghatkopar (East), Mumbai - 400 077, PAN No.AADFV5093M, hereinafter referred to as the "BUILDERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being of the Firm their survivors or survivor) of the ONE PART, ARJPR4803L **PAN** Rane MR./MRS./M/S Rahul Kishor (2) MR./MRS./M/S Priti Rahul Rane PAN AVMPM4675N having its registered residence address at B-708, Ganat Residency, Opp. Cosmos School, Subhash Road, Bhandup West. Mumbai 400078 herein after referred to as the "PURCHASER", (which expression shall unless repugnant to the subject, context or meaning thereof, shall always mean and include, in the case of individuals, his/her/their respective heirs, executors & individual administrators, the survivors or survivor of them & the heirs, executors & administrator of the last such survivor & in the case of firm/company or any other organization, the said organization, their partners/ directors/ Owners, as the case may be, as well as its/their successor or successors & their respective permitted assigns, the members for the time being of the Hindu Undivided Family and the respective heirs executors administrators and assigns of such last survivor) of the OTHER PART.

WHEREAS:-

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Originally M/s. Arkay Land Development Corporation was seized and possessed of and/or otherwise well and sufficiently entitled to all that piece or parcel of land, hereditaments and Plot situate lying and being at Village Majiwade, district Thane bearing Survey No.280, Hissa No.1 (part), Survey No.280, Hissa No.1 (part), Survey No.289, Hissa No. 4, Survey No.289 hissiHE No.2 (part), Survey No. 289, Hissa No. 2 (part), Survey No. 415 (part) and Survey No. 415 (part) and Survey No. 415 (part) admeasuring 54,392 sq. mts. (53620 sq. mts as per 1/12/extracts) alongwith buildings and structures standing thereon, hereinafter referred to as the said "Larger Property" more particularly described in the First Schedule hereunder written.

2. By an Agreement dated 2-4-1987 as modified by Agreement dated 19-08-1987 the said M/s. Arkay Land Development Corporation had agreed to said Larger Property to one Vasudev Balwant Mane and Uday Gopal Dalvi at the price and on the terms and conditions therein mentioned.

3. By a Memorandum of Understanding dated 05-06-1987 made between Vasudev Balwant Mane and Uday Gopal Dalvi of the One Part and the Builders herein of the Other Part, the said Vasudev Balwant Mane and Uday Gopal Dalvi agreed to sell and transfer the said Larger Property alongwith the benefits of the said Agreement dated 02-04-1987 & Agreement dated 19-08-1987 to the Builders on the terms and conditions therein contained.

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Trustees of Diwalibai Mohanlal Charitable Trust claimed to be the Owners of about 1 acres and 13 gunthas out of the said Larger Property and have agreed to give the same on lease to the Society for Helpers of Mary and Ma Niketan on the terms and conditions contained in the Agreement dated 19-02-1972.

- 5. Trustees of Diwalibai Mohanlal Charitable Trust and The Society of Helpers of Mary and Ma Niketan filed a Suit being Special Civil Suit No.212 of 1987 against M/s. Arkay Land Development Corporation & Others inter alia for Declaration that they are owners of the portion of the said Larger Property admeasuring 7 acres and 13 gunthas. The said Suit was dismissed and Appeal came to be filed by them in the Hon'ble High Court of Judicature at Bombay being First Appeal No.985 of 1989.
- Disputes and differences between the Trustees of Diwalibai Mohanlal 6. Charitable Trust and Ma Niketan of the One Part and M/s. Arkay Land Development Corporation and others of the Other Part were mutually settled and Consent Terms came to be filed in the First Appeal No.985 of 1989 whereby Arkay Land Development Corporation and others with the consent of the said Vasudev Balwant Mane and Uday Gopal Dalvi and the Builders herein have conveyed part of the said Larger Property admeasuring 20,234.34 sq. mts or thereabout to Diwalibai Mohanlal Charitable Trust and accordingly the said area was recorded on the 7/12 extract of land bearing Survey No.280/1A (P) admeasuring 1546.68 sq. mtrs Survey No.415/P admeasuring 18260.84 sq. mtrs and Survey No.289/2A admeasuring 426.48 sq. mtrs and thus M/s. Arkay Land Development Corporation was left with the remaining portion of the said Larger Property admeasuring 34,392 sq. mts or thereabouts hereinafter referred to as the "Balance Property" as more particularly described in the Second Schedule hereunder written and shown on the Plan thereof hereto annexed surrounded by boundary line.
- Certain disputes and differences had arisen between M/s. Arkay Land 7. Development Corporation of the One Part and the said Vasudev Balwant Mane and Uday Gopal Dalvi and the Builders herein of the other part. The Builders herein alongwith the said Vasudev Balwant Mane and Uday Gopal Dalvi filed a Suit for specific performance against M/s. Arkay Land Development Corporation being Special Civil Suit No.403 of 1994 in the Court of Civil Judge, Senior DivisionThane which came to be settled and Consent Terms came to be filed therein on 2406-1994 whereby the said M/s. Arkay Land Development Corporation agreed to specifically perform the said Agreements dated 2-04-1987 and 19-08-1987 in respect of the said Balance Property more particularly described in the Second Schedule hereunder written and at the request of the said Vasudev Balwant Mane and Uday Gopal Dalvi agreed to convey the said Balance Property in favour of the Builders. The said Consent Terms further provided that Decree be treated as Conveyance of the Balance Property in favour of the Builders herein.

As the said consent Terms dated 24-06-1994 provided that Decree be treated as Conveyance, the Builders filed a Declaration along with certified copy of the Decree and paid the requisite stamp duty required to be paid therein as Conveyance and the said Declaration along with copy of the Decree was registered with the Office of the Sub Registrar of Assurance at Thane under serial no. TNN2-9577 of 2004.

9. The Collector has by an Order dated 17-08-1964 and by Order dated 17-082004 converted the part of area from agricultural to non-agricultural on the

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terms and conditions therein contained. The said N.A. Permission dated 17-08-1964 and 17-08-2004 are annexed hereto and marked as Annexure "1" and Annexure "2" respectively. The permission for conversion of the balance property will be obtained prior to the occupation certificate.

- 10. By Deed of Rectification dated 30-11-2016 read with Deed of Rectification dated 08-02-2017 registered with the Sub Registrar of Assurances Thane under serial No. TNN-9/10349 of 2017 and TNN-9/844 of 2017 respectively the Builders and then trustees of Ma Niketan Society have rectified the area of the Balance Property. As per the said Deed of Rectifications area of the said Balance Property was rectified as 33,386 sq. mtrs. hereinafter referred to as the 'Vinayak Developers Property' from 34,392 sq. mts. or thereabout which is more particularly described in the Second Schedule hereunder written and shown on the Plan thereof hereto annexed surrounded by boundary line. Accordingly the rectified area in aggregate admeasuring 33,386 sq. mts came to be recorded on the 7/12 extract in the manner i.e land bearing Survey No.280/1A (P) admeasuring 3353.32 sq. mtrs Survey No.280/1B admeasuring 700 sq. mtrs Survey No.415/P admeasuring 8069.16 sq. mtrs and Survey No.289/2A admeasuring 17123.52 sq. mtrs Survey No.289/2B admeasuring 3640 sq. mtrs and Survey No.280/4 admeasuring 500 sq.mtrs.
- 11. The Builders have developed and constructed a project known as "Mahavir Millennium" comprising of three buildings known as buildings 'Isra', 'Ivana' and 'Imperia' on portion of the Vinayak Devleopers Property admeasuring 8773.43 sq. mts as per the sanctioned plan and now no FSI is remained to be consumed on the said project known as Mahavir Millennium. The Thane Municipal Corporation (hereinafter referred to as "the said Corporation") has issued Occupation Certificate in respect of all the three buildings in the project known as Mahavir Millennium.
- 12. A portion admeasuring 325 sq. mtrs is reserved for 40 mtrs. D.P. Road out of Survey No.280/4; portion admeasuring 760 sq. mtrs is reserved for 20 mtrs. D.P. Road out of Survey No.289/2A(P) and Survey No. 415 respectively; portion admeasuring 2625 sq. mtrs is reserved for 20 mtrs. D.P. Road out of Survey No.289/2A(P) and Survey No. 289/2B (P) respectively; and portion admeasuring 8754.90 sq. mtrs is reserved for Playground Reservation out of the Survey No.280/1A and Survey No. 289/2B respectively (hereinafter collectively referred to as 'Reservations') and as per the schedule "W" of the Development Control Rules in force for Thane Municipal Corporation (hereinafter referred to as 'the Said Corporation') the Builders respective areas falling that the said Reservations to the said Corporation.
- 13. By an Indenture of Transfer dated 28/06/2019 registered with the Office of Sub-Registrar of Assurances, Thane under Sr.No.10778/2019, the Builders have surrendered the said Reservations in favour of the said Corporation upon the terms and conditions therein contained and accordingly Sub division carried out by the TILR Department of the said property and the said Reservation area was recorded in the name of said Corporation on the 7/12 extract of said property.
- 14. Thus after developing project known as Mahavir Millenium on area of plot admeasuring 8773.43 sq.mts and Reservations in aggregate admeasuring 12464.90 sq. mts on the Vinayak Developers Property there is a natural subdivision and an area admeasuring 12147.68 sq.mts hereinafter referred to as "the said **Property**" more particularly described in the Third Schedule hereunder

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written and shown on the Plan thereof hereto annexed surrounded by boundary ine is available for development and construction of building/s

- 15. The Builders intend to construct two buildings on the said Property more particularly described in the Third Schedule hereunder written which is naturally sub-divided. The Builders have submitted building plans on portion of the said Property more particularly described in the Third Schedule hereunder written and shown on the Plan thereof hereto annexed surrounded by boundary line for construction of Building No. 1 namely Daffodils comprising of Basement plus Lower Ground plus Upper Ground A plus Upper Ground B plus Upper Stilt plus one to fifty (50) upper floors and Building No. 2 namely Tulip comprising of Basement plus Lower Ground plus Upper Ground A plus Upper Ground B plus Upper Stilt plus one to forty-two (42) upper floors on the property more particularly described in the Third Schedule hereunder written.
- 16. The Builders are negotiating with the owners of adjoining plots/properties for purchasing and/or acquiring development rights in respect of the adjoining plots/ properties. The Builders shall after such adjoining plots/properties being purchased and/or acquired for development amalgamate such purchased and/or acquired adjoining plots/properties and shall construct portion of the building/wings on such amalgamated adjoining property by utilizing any balance potential under Unified Development Control and Promotion Regulations for Maharashtra State (hereinafter referred to as the 'UDCPR') in respect of the said property. In case the Builders are unable to acquire development rights in respect of the adjoining plots/properties than the Builders shall construct the building on its own plot.
- 17. The Builders have appointed 10 FOLDS Architects & Consultants as Architects for development of the said Property. The Builders have also appointed R. H. Mahimtura, as RCC Structural Engineers. The Builders have entered into requisite Agreements with the said Architects and Structural Engineers. The Builders shall avail the services of the said Architects and Structural Engineers or such other qualified Architects and Structural Engineers as the Builders may deem fit till completion of the development of the said Property.
- 18. The Builders have obtained the Environment clearance for the said Property from the State Level Environment Impact Assessment Authority under their letter dated 28th May, 2019 on the terms and conditions therein contained and will obtain the revised Environment clearance for the project from the Authorities for construction of upper floors from time to time. The Builders are developing the said Property in a phased manner comprising of three (3) or more phases and will deal with and dispose of the Premises in the proposed buildings in the complex to be known as 'Mahavir Spring' to be constructed on the said Property more particularly mentioned in the schedule hereunder written, on Ownership bands, by the Purchasers thereof. At present the Builders are constructing Building No. 2 to be known as 'Tulip' in phase I and Shops in the Building No. 4 to be known as 'Daffodils' in phase II and the habitable floors of Building No. 4 for residential purposes from 1st upper floor to 50th upper floors in phase III 'thereinafter referred to as "the said **Project**" on the said Property more particularly described in the Third Schedule hereunder written.

19. At The Thane Municipal Corporation has granted the sanction of Development Permission and Permission/Commencement Certificate dated 05-08-2017, revised Sanction of Development Permission and Commencement Certificate dated 24-06-2019 for development work for Building No.2 and Building No.1. The Thane Municipal Corporation has granted further Sanction of

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Development Commencement Certificate (CC) dated 9.2 2021 upper (floors for Building No. 1 and Building No. 2, further revised Sanction of Development Permission and Commencement Certificate (CC) dated 17/03/2023 has granted for development work up to 37th floor for Building No.1 and up to 42nd floor for Building No.2. Copies of the Sanction of Development Permission and the revised Sanction of Development Permission and Commencement Certificate are annexed hereto as Annexure "3", "4", "4A" and 4B" respectively.

- As per the present sanction Thane Municipal Corporation sanctioned of Development amended Permission/ Commencement Certificate (CC) dated 25/08/2023 for Building No.1 comprising of Basement + lower Ground + Upper Ground -A+ Upper Ground -B + Upper Stilt/ (Fitness Centre) /Podium + 1st to 42nd Floors and Building No. 2 Basement + lower Ground + Upper Ground -A+ Upper Ground – B + Upper Stilt/ (Fitness Centre) /Podium + 1st to 42nd Floors. Copy of revised Sanction of Development Permission and Commencement Certificate are annexed hereto as Annexure "4C"
- In the said Project the Builders propose to utilize FSI and TDR as well as 0.50 premium FSI and ancillary uses benefits advantages by paying premium admeasuring approximately 100822 sq. mts to construct Building No. 1 namely Daffodils and Building No. 2 namely Tulip. If any additional/extra/beneficial Floor Space Index, by whatever name or form is increased (a) in respect of the said Property and/or additional construction (i.e. more than what is envisaged at present) is possible on the said Property or (b) either on account of Transfer of Development Rights &/or 0.50 additional premium FSI and ancillary uses by paying premium to the Corporation/Competent Authority (or in any other similar manner) and ancillary uses available for being utilised or otherwise as per the New UDCPR and/or if the Sanctioning Authorities permit the construction of additional wing/s or floors, then in such event, the Builders shall be entitled to construct such additional wings/floors as per the revised building/s plans or additional building/s on the property more particularly described in the Third Schedule. The Purchasers expressly consents to the same as long as the total area of the said Premises is not reduced and the structure of the building is not changed.

The Builders are desirous of and entitled to develop the Reservation in the 22. accommodation reservation policy or any other policy under the and available and avail advantages benefit of FSI + TDR under sanctioned revised Development Han for construction of additional floors and building /wing.

- The Purchasers/s has/have prior to the execution of these presents taken? inspection of all the Title Deeds/Documents pertaining to the said Property, Revenue Records, relevant orders, approved Plans and Specifications, Approvals, Permissions and Sanctions, given by various Authorities as well as all the other documents as specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the said Act) and the Rules made there under and have accepted the same.
- The Builders have represented to the Purchaser/s that the Builders have 24. availed loan for development of the said project named "Mahavir Spring" and have mortgaged of the said Property and its development rights in respect of the said Property on the terms and conditions contained therein to Trusteeship Services Private Limited, a Company established under the Companies Act,1956 and having its registered office at 4th floor, Piramal Tower Annexe, Ganpatrao Kadam Marg, Lower Parel, Mumbai 400013 and the said project is financed by Piramal Capital and Housing Finance Limited... The Builders are solely responsible and liable for repayment of the loan to Piramal

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Trusteeship Services Private Limited and obtaining a release/ reconveyance of the said land and the development rights thereof from Piramal Trusteeship Services Private Limited. The Builders may avail loan from any other bank or financial institution in future by repaying the current loan and thereafter mortgage the said Property in respect thereof with such bank or financial institution.

- 25. The Builders have registered the phase I phase II and Phase III of the project under the provisions of the Real Estate (Regulation & Development) Act 2016 (hereinafter referred to as the 'Act') and the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agreements, Rates of Interest and Disclosure on Web site) Rules 2017 made thereunder (hereinafter referred to as the 'Rules') with the Real Estate Regulatory Authority for Phase I under no. P51700022994 on 08/11/2019 further extended on 08/09/2021, Phase II under no. P51700022995 on 08/11/2019 further extended on 08/09/2021 and Phase III under no. P51700045504 on 24/05/2022 the authenticated photocopies whereof are annexed hereto as Annexure "5", "6"and Annexure "7" respectively.
- 26. The Purchaser has/have, on or before the execution of this agreement, independently satisfied herself/ himself/themselves/itself as to the Builder's marketability and title to the said Property and the authority of the Builders herein, to develop the said Property. The authenticated copies of the Certificate of Title issued by the Attorney at Law or Advocate of the Builders, authenticated copies of 7/12 extract or any other relevant revenue record showing the nature of the title of the Builders on which the said Buildings are to be constructed and copies of the floor plans and specifications of the Premises agreed to be purchased by the Purchaser have been annexed hereto and marked as Annexures "8", "9" and "10" respectively. The Purchaser hereafter shall not be entitled to make any requisition or call for any further documents of title of the Builders to the said Property and Builders' right of development.
- 27. The Builders have at present got approvals from the Thane Municipal Corporation to the plans, specifications, sanctions for 37th upper floors for Building No. 1 and propose to construct up to 50 upper floors and shall obtain the balance approvals from the various authorities including the Thane Municipal Corporation for upper floor for Building No.1 and also got the approvals and sanctioned for 42ndUpper floors for Building No. 2 as well as Builders will obtain the Occupancy Certificate for Building No. 1, Building No. 2 and shops of Building no. 1 from time to time respectively from the various authorities including the Thane Municipal Corporation.
- 28. The Builders have reserved fifty-nine (59) residential Premises under affordable housing scheme in the Building No. 2 for Economically Weaker Section (EWS) and Lower Income Group (LIG) and upon completion of the construction of the same will hand over the same to Maharashtra Housing and Area Development Authority ('MHADA', for short). These fifty-nine (59) premises will be sald allotted by MHADA in the manner and on terms and conditions as MHADA may drame from time to time. The Purchasers of these Premises and their family members shall be entitled to use and enjoy all the common amenities and facilities which shall be provided by the Builders in the project at par with the other purchasers in the Building No. 1, Building No. 2.

29. The Builders hereby declare that the Floor Space Index approved as on 25/08/2023 in respect of the Property is about 82,353.44 sq. mts.. The Builders will in due course of time submit revised plan to the concerned authorities so that ultimately the full potential FSI and the TDR and 0.50 FSI and ancillary uses

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against Government premium of the said Property admeasuring about 1,00,822 sq.mts is consumed by the Builders in Buildings No. 1, Building No. 2 as per the provisions of the new UDCPR.

- 30. The Premises situated in complex known as 'MAHAVIR SPRING' for allotting on ownership basis at or for the consideration, on the terms and conditions as set out hereinafter (hereinafter referred to as the 'Premises').
- 31. The carpet area of the said Flat premises for the purposes of this Agreement (i) "Carpet Area" means RERA Carpet Area which includes the net usable floor area of a Flat premises including Cupboard Area, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat Premises appurtenant to the said Flat premises for exclusive use of the Purchaser, but includes the area covered by the internal partition walls, Column of the Flat Premises and (ii) "Attached Areas" means exclusive service area and/or deck area and/or balcony appurtenant to the said carpet area attached to the Flat premises, which are included in FSI for exclusive use of the Purchaser and area appurtenant to the Flat premises for exclusive use of the Purchaser. Iii) 'Total Carpet Area' means aggregating of the said Carpet Area and Attached Area of the Flat premises for exclusive use of the Purchaser.
- 32. The Purchaser has approached the Builders, for the allotment of the Flat/Shop Premises No. 3306 situated on the 33rd Floor in Building No. 1 namely Tulip/ Daffodils of the Real Estate Project namely "MAHAVIR SPRING" admeasuring about 57.57 sq. mtrs. (equivalent to 620 sq. ft.) RERA Carpet Area, in addition thereto, the said Carpet Area also has an Attached Area admeasuring 8.60 sq. mtrs (equivalent to 92 Sq. ft.), aggregating to admeasuring about 66.17 sq. mtrs. (equivalent to 712 sq. ft.) Total Carpet Area (hereinafter collectively referred to as 'said Premises') for the consideration and, on the terms and conditions as set out hereinafter. The Premises agreed to be purchased by the Purchaser is shown on typical floor plan by shaded cross lines and is annexed hereto as Annexure "10"
- 33. The Purchaser has submitted duly filled booking form with all information as required therein and has represented to the Builders that all the information submitted therein is true and correct and also accepts the terms and conditions as contained therein.
- The Builders has given an undertaking to Piramal Trusteeship Services Private Limited to the effect that the Builders shall not sell the said Premises in the project building without the consent of the Piramal Trusteeship Services Private Limited and that the entire sale proceeds of the said Premises shall be deposited with and credited to the Account as mentioned below.

A) Tulip-Building No.2- (Phase -1)- Flat Premises
Name: Vinayak Developers Tulip Master Collection Escrow Account

A/C No: 57500000472830

B) <u>Daffodils- Building No.1- (Phase-2)- SHOP Premises</u>
Name :- Vinayak Developers Daffodils Master Collection Escrow Account
A/C NO :- 57500000471952

C) <u>Daffodils- Building No.1- (Phase -3)- Flat Premises</u>

Name: Vinayak Developers Daffodils P-3 Collection Escrow Account

A/C No: 57500001155239

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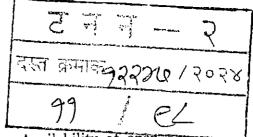
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thereinafter referred to as "the said Account") in , H.D.F.C. Bank, Ghatkopar (East) branch with IFSC - HDFC0000118 (hereinafter referred to as "the said Bank"). The Purchaser/s shall make all payments towards the Total Consideration in favour of the said Account. The Builders have obtained No- objection Certificate ("the said NOC") dated _____ from Piramal Trusteeship Services Private Limited for selling the said Premises to the Purchaser/s herein. The said NOC issued by Piramal Trusteeship Services Private Limited is annexed hereto and marked as Annexure "11". The amounts deposited by the Purchaser/s towards the Total Consideration in the said Account will be dealt by the Builders in the accordance with RERA read with the RERA Rules. The Builders shall ensure that upon payment of the entire consideration by the Purchaser, the Premises agreed to be purchased by the Purchaser shall stand released from the charge created by the Builders under section 13 of the Real Estate (Regulation and Development) Act, 2016 (herein referred to as "the said Act"). The Builders are required to execute a written Agreement for sale of the said Premises to the Purchaser being these presents and is required to be registered under the Registration Act.

- The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- Prior to the execution of these presents the Purchaser has paid to the Builders a sum of Rs. 6,90,640/- (Rupees Six Lakhs Ninety Thousand Six Hundred & Forty only), being part payment of the sale consideration of the said Premises agreed to be sold by the Builders to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Builders doth hereby admit and acknowledge) and the Purchaser has agreed to pay to the Builders the balance of the sale consideration in the manner as more particularly mentioned in the Fifth schedule hereunder written.
- The Builders have issued the Purchaser a booking form / Letter of Allotment in respect of the Premises agreed to be purchased by the Purchaser and the Purchaser fully accepts all the terms and conditions therein as well as herein. In case of any conflict between the terms and conditions of the booking form/ Letter of Allotment and the terms and conditions herein the terms and conditions of this Agreement shall prevail.
- Under section 13 of the said Act the Builders are required to execute a written Agreement for sale of said Premises to the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties hereto as well as relying upon the said application made by the Purchaser, the Builders hereby agree to sell and the Purchaser hereby agrees to purchase the said Premises along with 01(one) no. of covered car parking in the said project. The covered car parking will be provided in the basement/lower ground/ upper ground level in Building No. 1 Building No. 2 and under the podium and in parking tower, which are mechanical puzzle parking and stack parking meant for the premises. Further the covered car parking space being mechanical in nature no specific allotment shall be made nor shall any purchaser have a fix location of car parking space and availability of covered car parking space shall be on a first come first use basis. Save and except car parking space, if any, allotted to the Purchaser all other car parking spaces belongs to the Builders and Builders alone are entitled to allot the same to the

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other purchasers of the premises at their own discretion. Availability of open parking space shall be on a first come first basis. No permanent allotment shall be made for open parking space. The Builders have right to and shall be entitled to nominate any one or more person/company as Valet Parking Manager/s for managing/ handling car parking mechanism. The Builders have the authority and discretion to negotiate with such Valet Parking Manager/s and to enter into and execute formal agreement/s for operating car parking mechanism / management, the cost incurred in appointing the Valet Parking Managers shall be borne and paid by the Purchaser/s in the manner as may be determined by the Builders and the Purchaser/s agrees that he/she/they shall not raise any dispute regarding the appointment of any such Valet Parking Manager/s by the Builders or towards charges payable to Valet Parking Manager/s as determined by the builders. The cost of maintenance / management of the valet parking system shall be borne and paid by the Purchaser/s of the Premises alone.

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

The foregoing recitals shall be treated as forming an integral part of the operative portion of this Agreement for Sale and this Agreement for Sale shall be read, understood and construed accordingly.

The Builders are developing the said Property by constructing a project to be known as "MAHAVIR SPRING" (herein after referred to as the 'said complex') in phased manner. At present in phase I the Builders are constructing Building No. 2 namely 'Tulip' comprising of basement + lower ground + upper ground A + upper ground B+ upper stilt + 1st to 42^{nd th} upper floors and in phase II Shops in Building No. 1 namely 'Daffodils' and in Phase III 1st upper floor to 50 th upper floors of Building No. 1 namely 'Daffodils' on the said Property more particularly described in the Third Schedule hereunder written and shown on the Plan thereof hereto annexed. As per the present sanction Thane Municipal Corporation has sanctioned of Development Permission and Commencement Certificate dated 25/08/2023 the Builders are constructing Fitness Centre and Club House on the said property in a phase manner. The portion of the Fitness Centre to be constructed in Building No. 2 shall be provided in phase I and the balance portion of the Fitness Centre in Building No. 1 shall be provided in phase III. The Club house on the ground + 1st floor on the elevated RG property shall be provided in phase III.

The Builders shall obtain the prior consent in writing of Purchasen contemplated under RERA in respect of variations or modifications which may adversely affect the Premises of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

The Purchaser has inspected presently revised sanctioned plan of the said Building No. 1 and 2 sanctioned by Thane Municipal Corporation and the Purchaser is fully satisfied with the same.

The Purchaser hereby agrees to purchase from the Builders and the 4. Builders hereby agree to sell to the Purchaser, Flat/ Shop Premises bearing No. 3306 situated on the 33rd Floor, in building No.1 to be known as DAFFODILS/TULIP under construction in our complex to be known as 'Mahavir Spring' admeasuring about 57.57 sq. mtrs. (equivalent to 620 sq. ft.) RERA Carpet Area in addition, attached to the said Carpet Area admeasuring

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8.60 sq mtrs (equivalent to 92 Sq. ft.) Attached Area, which is included in FSI, is aggregating to admeasuring about 66.17 sq. mtrs. (equivalent to 712 sq. ft.) Total Carpet Area along with 01 (one) nos the covered car parking will be provided in the basement/lower ground/ upper ground level in Building No. 1 Building No. 2 and under the podium and in parking tower, which are mechanical puzzle parking and stack parking meant for the Building and shops at or for the consideration of Rs. 1,38,12,800/- (Rupees One Crore Thirty Eight Lakhs Twelve Thousand & Eight Hundred Only) which consideration includes the proportionate price of the common areas and facilities appurtenant to the Flats, the nature, extent and description of the common areas and facilities which are more particularly described in the Fourth Schedule hereunder written. The fixtures, fittings, amenities and common amenities to be provided by the Builders in the said Project, Building and the Premises are more particularly set out in Annexure "12" annexed hereto.

- 4 (A) The said consideration of Rs. 1,38,12,800/- (Rupees One Crore Thirty Eight Lakhs Twelve Thousand & Eight Hundred only) shall be paid by the Purchaser to the Builders in the manner as more particularly mentioned in the Fifth schedule hereunder written or in any other manner as may be decided and agreed upon between the Builders and the Purchaser:
- 4(B) The full consideration of the said Premises hereinabove stated is exclusive of Taxes consisting of tax paid or payable by way of Goods and Service Tax and Cess or any other taxes which may be levied by the Central Government and/or State Government and/or any local, public or statutory authorities / bodies, in connection with the construction of the Building and the sale of the said premises shall be borne and paid by the Purchaser/s alone in accordance with the applicable law, as may be prevailing from time to time upto the date of handing over the possession of the premises and the Builder shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof.
- 4(C) The full consideration is escalation free save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Builders undertake and agree that while raising a demand on the Purchaser for increases in development charges, cost or levies imposed by the competent authorities etc, the Builders shall enclose the notification/order rule/regulation published/issued in that behalf to that effect alongwith the demand letter being issued to the Purchaser which shall only be applicable on subsequent payments.
- 4(D) The Builders shall confirm the Total carpet area that has been sold to the Purchaser after the construction of the Building is complete and the Occupation Certificate is granted by the Thane Municipal Corporation (hereinafter referred to as the TMC), by turnishing details of the changes, if any, in the total carpet area. Provided however, the total carpet area of the said Premises may increase/decrease to a maximum extent of 3% of the total carpet area thereof as herein setout. The consideration payable for the said Premises shall be recalculated upon confirmation by the Builders. If there is any reduction/decrease in the total carpet area of the said Premises beyond 3% then the Builders shall refund the proportionate excess consideration to the Purchaser within forty five days with annual interest at the rate specified in the Rules, from the date when such an excess consideration was paid by the Purchaser. If there is any increase in the total carpet area of the said Premises beyond 3% the

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Builders shall demand additional amount from the Purchaser as per the next instalment of the consideration as per schedule Fifth herein below. All these monetary adjustments shall be made at the same rate per square meter as agreed in schedule Fifth herein below of this Agreement and in Disclaimer of allotment letter / booking form.

The Purchasers unconditionally agree, accept and confirm that (a) all images and elevation shown are for representation purposes only (b) The Builders are offering unfurnished Premises which do not include add-ons such as furniture and fixtures unless requested by the Purchasers for additional price and unless the same are specifically contained in this Agreement (c) all electric points shown in the floor layout may differ from the actual provided (d) maximum variance of (+/-) 3% in the RERA carpet area may occur on account of planning constraints / site conditions / columns / furnishings (e) all the dimensions are unfurnished structural dimensions (f) the carpet area of toilets includes ledge walls (g) RERA carpet area is inclusive of Cupboard area and enclosed balcony. (h) E.P area or service slab area if any are subject to approval by Thane Municipal Corporation (i) The plans shown are for space planning purposes only (j) the Builders shall be entitled to all benefits that may be available under the Unified Development Control And Promotion Regulations (UDCPR) from time to time and will be entitled to changes in the building plan, elevation due to revision or amendment and/or some additional floors or additional building/s are likely to be constructed, RG area location is likely to be changed or there may be an increase / decrease in the RG Area, DG set and other amenities nature and locations may change. Further the Purchaser hereby gives his consent for obtaining all the benefit of UDCPR. While availing the benefits of UDCPR, the said latest approved plan shall undergo revision, amendment and due to such amendment, the location of amenities like Club House, internal road/s, RG area, location of STP, elevation, location of transformer, location of overhead and underground tank, E.P. area etc. as shown in the latest approved plans may or shall be relocated and/or its size may increase or decrease in which case the Builder will not be held responsible or liable for any breach or violation of the terms and conditions of booking form/ Letter of Allotment or this Agreement. Terrace elevation may be change as per RCC Consultant. The Purchaser shall never raise any objection about the size and location of these amenities in future. The Builders has specifically inform that as per proposed amended/revision to the presently approved plan, the floors or parking towes US may get increase. The Builders shall use the ancillary area which his available as to prove the state of the builders shall use the ancillary area which his available as to prove the state of the builders shall use the ancillary area which his available as to prove the state of the builders shall use the ancillary area which his available as to prove the state of the builders shall use the ancillary area which his available as to prove the state of the builders shall use the ancillary area which his available as to prove the state of the builders shall use the ancillary area which his available as to prove the state of the builders shall use the ancillary area which his available as to prove the state of the builders shall use the ancillary area which his available as the state of the builders shall use the ancillary area. per UDCPR.

The Purchaser does hereby irrevocably authorize the Highers adjust/appropriate all the payments made by him/her/them under his/head(s) dues against lawful outstanding, if any, in his/her/their name as the Bunders may in their sole and absolute discretion deem fit. The Purchaser agrees and undertakes not to object obstruct question or challenge the Builders NF adjustments/appropriations of his/her/their payments in any manner and under any circumstances whatsoever.

The Purchaser declares and confirms that all the payments under this Agreement made by the Purchaser shall always be from the bank account of the Purchaser/Joint Purchaser only. In the event of any payment being made by the Purchaser, from any other person's account (excluding Joint Purchaser) then the same shall be at the Purchaser risks and consequences and shall be deemed to have been made by such other person at the request and behest of the Purchaser/Joint Purchaser. It is agreed between the parties hereto that any

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payment made by any person other than the Purchaser will not create any right, title of interest in the said Premises in favour of such other person. The Purchaser if a resident outside India shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder from time to time as well as all other prevailing law concerning the same or which may be introduced from time to time.

- 5. The time for payment of aforesaid amounts shall be essence of the contract. The Builders will inform the Purchaser about completion of each stage of work and the Purchaser is bound to pay the amounts due for each instalment within 7 (seven) days of Builders dispatching such intimation at the address of the Purchaser or by email on ID given in these presents by account payee cheque/demand draft. The Builders will keep Certificate of their Architects certifying that the Builders have carried out given item of work and such certificate will be open for inspection by the Purchaser at the office of the Builders and such certificate shall be valid and binding upon the Purchaser and the Purchaser agrees not to dispute the same in any manner whatsoever.
- 6. The builders herein have specifically informed the Purchaser/s that if in case, any inquiry is raised by any statutory or Government or Semi-Government Authority or any agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the purchaser/s to the Builders, the Purchaser/s alone shall be liable to provide the source of the amount paid by the Purchaser/s to the satisfaction of such authorities or agency as the case may be. In case, the Purchaser/s fails to provide information to the satisfaction of the concerned authorities and consequently any action is initiated by them, the Purchaser/s alone shall be liable for all costs and consequences thereof.
- 7. The Purchaser hereby confirms that the consideration mentioned hereinabove is net amount. In addition to the aforesaid consideration, the Purchaser shall also pay to the Builders amount of GST or any other charges, taxes or levies, by whatever name it may be called and whether payable by Builders and/or Purchaser for sale of said Premises to the Builders herein. The Purchaser shall also pay all kinds of statutory payments and liabilities (whether payable as per present Law(s) and/or as per future Law(s) including any judicial view, review, interpretation and for reason(s) whatsoever) for sale of the said Premises to the builders herein. The same shall be paid and/or settled by the Purchaser immediately without making the Builders herein liable/responsible for the same in any manner whatsoever. In case of any delayed payment towards any and/or all charges, taxes, duties, levies, cess etc. whether direct or indirect by the Purchaser, the Purchaser shall be liable to pay any/all penalty, interest etc. that may be levied by such Authority along with interest at the rate specified in the Rules, on the delayed payment to the Builders.
- 8. The Rurchaser is aware that in accordance with section 194 IA of the Income Tax Act, 1961; TDS has to be deducted @ of 1% of the consideration or such other rate as may be prescribed by Income Tax Authorities from time to time including the amount of taxes, if any, while making any payment to/crediting the account of the Builders under this Agreement. The amount so deducted by the Purchaser is required to be paid to the Income Tax Authorities on or before the 7th of the next English Calendar month. As required under the Income Tax Act, 1961 the amount of TDS deducted shall be paid by the Purchaser electronically only by using Form No. 260B. The TDS shall be acknowledged/credited by the Builders, only upon the Purchaser submitting the original TDS Certificate within 30 days

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from the end of the month in which such payment was made or credit was given and the amount of TDS as mentioned in the certificate matches with the data available with the Income Tax Department concerning the tax deducted at source on behalf of the Builders in the prescribed Form No. 26AS of the Builders. The Purchaser further agrees and undertakes that if the Purchaser fails and/or neglects to deduct the tax at source or fails to pay the same after deduction to the Income Tax Authorities, the Purchaser alone shall be deemed to be an Assesse in default in respect of such tax and the Builders shall not be liable for any statutory obligations/liability for nonpayment of such TDS.

- 9. It is clarified that the Purchaser accords his/her/their irrevocable consent to the Builders to appropriate any payment made by him/her/them, notwithstanding any communication to the contrary, in the following manner:
- i) Firstly towards cheque bounce charges amounting to Rs.250/- in case of dishonour of cheque.
- ii) Secondly, towards interest, if any, payable by the Purchaser for delayed payments;
- iii) Thirdly, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration, dues and taxes payable in respect of the said Premises.
- iv) Fourthly, towards outstanding dues including Total Consideration in respect of the said Premises or under the Agreement.
- On the Purchaser committing any three (3) defaults in payment of the 10. consideration or any other amount along with the interest accrued thereon, remaining due and payable by the Purchaser to the Builders under this agreement (including proportionate share of taxes and/or increases levied by the concerned local authority maintenance charges and any other outgoings) or a breach of any of the terms and conditions herein contained, the Builders shall be entitled at their sole option to unilaterally terminate cancel and revoke this Agreement. Provided that the Builders shall give a prior notice of fifteen (15) days in writing to the Purchaser by Registered Post AD at the address provided by the Purchaser and mail at the email address provided by the Purchaser of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Builders within the period of notice then at the end of such notice period the Builders shall be entitled to terminate this Agreement. The termination of this Agreement by the Bridges will be binding on the Purchaser and the Purchaser will not raise any objections in that behalf in any manner whatsoever. Upon termination of this Agreement by the

(a) the Builders will be entitled and authorized to unilaterally forfeit 2000 (Toper centum) of Premises consideration.;

(b) In case of any brokerage being paid with respect to the booking or allotment of the Premises agreed to be sold to the Purchaser an amount equivalent to brokerage paid with applicable taxes to the channel partner and incidental costs shall also be deducted;

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(c) the amount so forfeited by the Builders will be appropriated by the Builders as they may deem fit;

- (d) the Purchaser will not be entitled to remain in the use occupation enjoyment or possession of the Premises and the Builders will be authorized to enter upon and resume the possession of the said Premises;
- (e) the Builders will be entitled and authorized to sell and transfer the said Premises and assign the car parking space, if any, to any other person or persons for such consideration and upon such terms and conditions as they may deem fit and proper and the Purchaser will not object and question the same; and
- (f) the Purchaser shall have no right to claim any repayment of the earnest money deposit upon termination and cancellation of this foregoing agreement. The Builders shall not be liable to pay to the Purchaser any interest on the amounts or any accretion so refunded or any other amounts/payments whatsoever. Provided however the power of unilateral termination as hereinabove contained shall not be exercised by the Builders unless and until the Builders shall have given to the Purchaser a fifteen (15) days prior notice in writing of their intention to so terminate this Agreement mentioning therein the specific default or breach on which such notice may have been founded.
- (g) Without prejudice to rights and remedies available to the Builder, Under this Agreement and under the law, the Builders agree that if the purchasers has taken a loan from any bank/ financial institution against the security of the said Premises with NOC of the Builders and this Agreement is terminated by either Party then in that case Purchasers hereby undertakes to clear the entire mortgage, debt, or any other outstanding amount and obtain necessary letter/ confirmation from such bank/financial institution inter alia stating therein that the bank/financial institution has released its mortgage/ charge on the said Premises and that the bank/financial institution shall have no recourse against the Builders or the said Premises.
- (h) Notwithstanding anything contained, herein, in case, upon either of the Party cancelling the allotment of the said Premises and termination of this Agreement, the Builders shall after deducting all the costs set out in this Agreement, first offer the balance amount, if any, to the bankers/financial institutions who had disbursed the amount from the sanctioned limit against return of the original of this Agreement and only thereafter the balance, if any, shall be refunded to the purchaser only on the registration of a Deed of Cancellation of this Agreement.

(i) The Purchasers shall execute and register the Cancellation Deeds within 15 days of the receipt of intimation from the Builders.

(j) The Parties further confirm that any delay or default in execution / registration of the cancellation deeds shall not prejudice the cancellation, the Builders right to terminate this Agreement and / or forfeiture deductions (as set out above) and refund the balance amount to the Purchaser and the Builders right to sell or transfer the said Premises including but not limited to Car Parking Space (if any) to any third party.

(k) The Purchaser/s agrees that in the event of termination and/or determination of this Agreement, it will be obligation of the Purchaser/s to claim

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the refund of TDS amount, if any, from the Income Tax Builders shall not be responsible for the same.

- (l) The Purchaser agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building / Project / Larger Property or the Builders or its representatives. In the event, the Purchaser does or omits to do any such act, deed or thing then the Builders shall, without prejudice to any other rights or remedies available in Applicable Law, have the option to the terminate this Agreement by sending the Notice of Termination.
- (m) The Purchaser/s waives his/her right to raise any objection to the said deduction or adjustment or appropriation of the said deductions and acknowledges that the amount of the said Deduction is reasonable, considering the consequent hardship and inconvenience that would caused to the builders. The understanding arrived at in this clause forms the material and fundamental basis on which the builders have agreed to sell the said Premises to the Purchaser/s.
- 11. The Builders hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning of the plans of the said Building or may be imposed any time thereafter before completion of entire development. The Builders shall before handing over possession of the Premises to the Purchaser, obtain from the concerned local authority occupation certificate in respect of the said Premises.
- 12. The Purchaser has been informed and is aware that the building plans are sanctioned for the said Property as a whole. The Purchaser is/are aware that Builders are developing the said Property as one property or through their nominees or assigns and as such will utilize entire FSI, additional FSI, 0.50 FSI and ancillary uses by payment of Government Premium, TDR or any other benefits or potential that may be available in respect of the said Property in such a manner as Builders may deem fit and proper in its sole, absolute and unfettered discretion. Consequent to the aforesaid, it is hereby expressly clarified, agreed 3118 understood that Builders shall always and at all times have exclusive and and carry out, the following:-
- The entire FSI and TDR, including unutilized, unconsumed and residual FSI, 0.50 premium FSI by payment of Government Premium and TDR, originating from or arising out of or available in respect of the said Property and/or the contiguous, adjacent or adjoining lands and/or any other lands and/pan't properties whatsoever and the entire increased, additional and extra FSI, 0.50 premium FSI and ancillary uses benefits advantages by payment of Government Premium and/or TDR which are now available and which may be available or granted and/or sanctioned at any time hereafter but before completion of entire development in respect of said Property on any account or due to any reason whatsoever, including on account of handing over to the Corporation and/or any other Government or local body or authority, any part/s thereof affected by setback and/or regulations and/or affected by any reservation, acquisition and/or requisition and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to the Builders. The Purchaser herein, the Society/s of the Purchaser which may be formed as envisaged in this

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b) The Builders shall have the absolute, exclusive and full right, authority and unfettered discretion to use, utilize and consume the aforesaid FSI and/or TDR for construction on any part of said Property thereon and/or on the contiguous, adjacent or adjoining lands and/or on any other land and/or property, as may be permitted by law and as the Builders may desire and deem fit and proper in their sole and unfettered discretion and Purchaser will not object to such

development of construction on any grounds whatsoever;

- c) The Builders shall have the absolute, exclusive and full right, authority and unfettered discretion to sell, transfer and/or assign all or any of such FSI and/or TDR originating from or arising out of the said Property or any part/s thereof, to or in favour of any person/s whatsoever, for such consideration and on such terms, conditions and provisions as may be desired and deemed fit by the Builders in their sole and unfettered discretion and as may be permitted by law;
- d) Builders alone are entitled to acquire Transferable Development Right/s (TDR) in respect of land and/or properties other than the said Property and make additional construction on the said Property and/or any part thereof and/or the said building/s by utilizing such development rights. The Builders shall, at all times hereafter including before or after execution and registration of the Deed/s of Transfer have unfettered unrestricted right to avail of the FSI and 0.50 premium FSI and ancillary uses by payment of Government Premium or TDR as may be permissible under the Development Control Regulations, and other prevalent rules, regulations or law that may be in force from time to time and to utilize such FSI and 0.50 premium FSI and ancillary uses benefits advantages by payment of Government Premium or TDR in any portion of the said Property including by raising additional storey/s on the said Building; and/or any other building or by constructing new building on any part of the said Property;
- e) The entire construction carried out by the Builders by utilizing and consuming the FSI and 0.50 premium FSI and ancillary uses by payment of Government Premium or TDR as aforesaid, shall be the absolute property of and exclusively belong to the Builders, who shall have full right and be absolutely entitled to sell, transfer and/or dispose of the same in any manner whatsoever, to any person/s whomsoever, for such consideration and on such terms, conditions and provisions as the Builders may deem fit and proper in their sole and unfettered discretion.
- f) The Builders have provided a 12 mtr fire way on the podium level of the buildings. The Builders shall use portion of this 12 mtr fire way as green area and keep temporary furniture so remove the same in case of the fire way required for maneuvering

g) The basement, lower ground of the building could be affected by water logging due to heavy rains and natural calamities and in such a situation the Purchaser shall not hold the Builder liable for the same.

h) It in case Thane Municipal water is not available then the Builder shall not be held responsible, in any case or circumstances.

13. The Builders have informed the Purchaser that as per the development of the said Property envisaged by the Builders:-

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- The Builders alone are entitled to utilize entire FSI as well as transferable Development Right (TDR) generated from the said Property and/or generated from any other property as permitted to be utilized on the said Property in accordance with Development Control Regulations as modified from time to time as the Builders may in their absolute discretion deem fit and proper.
- The covered car parking will be provided in the basement/lower ground/ upper ground level in Building No. 1 and Building No. 2 and under the podium and in parking tower, which are mechanical puzzle parking and stack parking, parking Tower meant for the Building and shops. Further the covered car parking space being mechanical in nature no specific allotment shall be made nor shall any purchaser have a fix location of car parking space and availability of covered car parking space shall be on a first come first use basis. Save and except car parking space, if any, allotted to the Purchaser all other car parking spaces belongs to the Builders and Builders alone are entitled to allot the same to the other Premises purchasers at their own discretion. Availability of open parking space shall be on a first come first basis. No permanent allotment shall be made for open parking space. All un-allotted covered car parking spaces in the project shall belong to the Builders and will be dealt with by the Builders in the manner it deems fit and the Builders alone will be entitled to the use and dispose of the same in the manner they deem fit and proper. The Purchaser agrees and undertakes that he shall not be entitled to raise any objections towards the location of car parking space at any time and shall not challenge the same in future. The Builders have right to and shall be entitled to nominate any one or more person/company as Valet Parking Manager/s for managing/ handling car parking mechanism. The Builders have the authority and discretion to negotiate with such Valet Parking Manager/s and to enter into and execute formal agreement/s for operating car parking mechanism / management, the cost incurred in appointing the Valet Parking Managers shall be borne and paid by the Purchaser/s in the manner as may be determined by the Builders and the Purchaser/s agrees that he/she/they shall not raise any dispute regarding the appointment of any such Valet Parking Manager/s by the Builders or towards charges payable to Valet Parking Manager/s as determined by the builders. The cost of maintenances/SUS management of the valet parking system shall be borne and paid by the Purchaser/s of the Premises alone.

The Builders are providing parking spaces for two-wheeler vehicles in the buildings meant for parking two-wheel vehicles. The numbers of such two wheeler parking spaces are likely to decrease due to change in the norms by the Thane Municipal Corporation which is the planning authority or due to changes in it the UDCPR from time to time. In case of decrease in such two-wheeler parking hane spaces the spaces available resulting thereof shall be used by the Builders for converting the same into four wheeler parking spaces and the Builders reserve their unfetter unobstructed and unconditional right to allot such available spaces as four wheeler parking space to such purchasers desirous of availing four wheeler parking spaces on first come first serve basis for consideration and on the terms and conditions as the Builders may deem fit and proper. The Builders reserve their unfettered rights to convert such available two-wheeler parking spaces to four wheeler parking spaces and allot the same to intending purchasers of Premises in the Complex due to changes in the norms of the Planning Authority of UDCPR from time to time till the receipt of occupation certificate for all the buildings intended to be constructed in the complex and the Purchaser undertakes not to object to the conversion of available spaces due to reduction in two wheeler parking spaces to four wheeler parking spaces nor shall the Purchaser demand or be entitled to any adjustment in the price consideration of

Purchaser/s of the Premises alone.

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the Promises agreed to be purchased by him nor demand any re-imbursement / refund in the same or any part thereof.

- (iii) The Builders reserve the right to submit further revised / modified plans from time to time as they may in their absolute discretion deem fit and proper.
- (iv) The Club House and Fitness Centre and all other amenities in the buildings shall be for the use and enjoyment exclusively of Purchasers of Flat Premises of all the Building No. 1, Building No. 2 and not permissible for the Shop premises. The Builders shall issue Membership Pass for Club House and Fitness Centre to the Purchaser for use of his family members only. Purchaser's guest will be permitted the use of Club House and Fitness Centre only against extra charges as may be fixed by the Builders from time to time.
- (v) Guest Rooms provided by the Builders will be available for bonafide guests of the Purchasers of Flat Premises in the project and its use, charges and terms and conditions shall be such as may be decided by the Builders from time to time.
- (vi) The Builders, at their option may either form separate society for each Building No. 1, Building No. 2 or may form common society for both the Buildings being constructed on the said Property. However the society of the shop owners of building no. 1 will be form separately.
- (vii) The Builders propose to execute lease of the land beneath building, and lease/conveyance in respect of balance area in favour of Federal Society/Apex body. In such an event, all the common amenities including Club House, Fitness Centre etc. are to be maintained by the Federal society/Apex body and shall be liable to pay for the same in proportion to constructed area of their respective building.
- The Purchaser is/are aware that the building plans, elevations, layout plans, amenities and garden layout shown in the brochure, catalogue and elsewhere are subject to change as per the discretion of the Builders and the Builders reserve the right to make alterations and amendments from time to time in accordance with law and subject to the approval by concerned Authorities.
- The Purchaser/s has/have seen and understood that the pictures, layout themes, project landscape, amenities, Sample flat, etc. shown in the marketing collaterals are artistic inspiration/imagination and tentative in nature. All locations and/or to dimensions depicted in the drawings of the layout and/or landscape may vary/differ due to construction contingencies, construction variances and site conditions. Actual product/development and any other aspect may differ from what is portrayed herein. All layouts, plans, specifications, dimensions, designs, measurements and locations are indicative and not to scale and are subject to claringe as may be required by the competent regulatory authority, site conditions and final plans. The Purchaser/s hereby give (s) his/her/its/their unconditional mexpress consent to the Builder in this regard.
 - The amenities and sample flat shown and/or mentioned and the image renders used herein are purely indicative, artistic inspiration/imagination and promotional and may differ the actuals. The amenities and sample flat shown and/or mentioned in the video/ brochure/ booklet/ prospectus/ advertisement website is to indicate to the Purchaser/s the extent of the amenities and facility that may come up in the Real Estate Project and/or the Whole Project, subject to

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approval from competent authorities. The Real Estate Project is a phase of the Whole Project. The Builder proposes to deliver certain amenities upon completion of each phase of the Whole Project and certain common layout amenities to be delivered upon completion of the entire Whole Project in all respects. The Builder expressly clarifies and makes it abundantly clear that the finalized details, specifications and particulars with respect to amenities of the Real Estate Project and/or the Whole Project shall be as indicated in the rest agreement for sale that may be executed by the Builder and as disclosed by the Builder, and not otherwise. The Purchaser/s hereby gives his/her/it/their unconditional express consent to the Builder in this regard.

- The photographs, images, plans, drawings, sketches, renderings, pictorial and graphical representations, specifications, illustrations, sample flat, other information contained in the video are typical stock/standard photography and of imagination and are intended to indicate a conceptual and aspirational lifestyle. None of the aforementioned are indicative of how the Whole Project or any part thereof looks at present and/or may eventually look in future and/or may be designed, constructed and or completed. Fixtures and furnishings shown in sample flat are only for indicative purpose and shall not be provided in the apartment and/or Project. The Builder expressly clarifies and makes it abundantly clear that the finalized details, specifications and particulars with respect to internal amenities of the Real Estate Project shall be as indicated in the rest agreement for sale that may be executed by the Builder and as disclosed by the Builder, and not otherwise. The Purchaser/s hereby gives his/her/it/their unconditional express consent to the Builder in this regard.
- The Purchaser is/are aware that certain common areas and common amenities and facilities may not be available to the Purchaser of Premise in the building till the entire project is complete in all respect. For this reason, the Purchaser shall not be entitled to any compensation or reduction in the agreed consideration for the said Premises.
- Subject to the Purchaser making payment of full purchase price, applicable taxes, maintenance and other charges in respect of the said Premises, the Builders propose to give possession of the said Premises to the Purchaser on or before **December 2027** (hereinafter referred as "Possession date"). However that the Builders shall be entitled to a reasonable extension of 12 months for giving delivery of the said Premises on the aforesaid date, if completion of the Said Building No.1 namely Tulip/ Daffodils in which the said Premises is to be still be said Premises.

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- (i) force majeure, policy of Government/local Authorities as Tell'as any utter circumstances beyond the control of Builders, which shall be inclusive in act war, civil commotion or act of God such as earthquake, flood or other natural calamities;
- (ii) any enemy action, war, strike or any notice, order, rule, notification or restriction by the Government and/or by any court;
- (iii) subject to availability of steel, cement and other building materials, grant of necessary electric and water connections by concerned Authorities and/or any change in D.C. Rules and any other circumstances beyond the control of Builders;
- (iv) any pandemic or any widely spread disease which makes the execution / construction activities or work difficult.

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(y) any force majeure of procedural delay in obtaining the amended plan, further Commencement Certificate, Occupation Certificate, the Building Completion Certificate from the concerned authorities or for any other reason (not limited to the reasons mentioned above) beyond the control of or unforeseen by Builders which may prevent restrict interrupt or interfere with or delay the construction of the said Building on the said Property. However, under no circumstances shall the Purchaser be entitled to possession of the said Premises without first paying to Builders all the amounts, including interest if any, due under this Agreement, maintenance deposit including interest, if any, due thereon. G.S.T. or any other taxes/charges (statutory or otherwise, current or future), if applicable, shall be borne and paid by the Purchaser alone.

- If the Builder is unable to or fails to give possession of the said Premises to the Purchaser on account of reasons beyond the control of or unforeseen by Builders then the Builders shall be liable on demand, to refund to the Purchaser the amounts already received by it in respect of the said Premises (save and except the amount of interest which may have been paid or become payable by the Purchaser for late payment of instalments) with interest at the same rate as provided in rules from the date, the Builders received the sum till the date the amounts along with interest thereon is repaid. Simultaneously, Purchaser shall execute requisite deed of cancellation and register the same. It is agreed that upon refund of the said amounts together with interest as stated hereinabove, the Purchaser shall have no right title interest claim demand and/or dispute of any nature whatsoever under this Agreement either against Builders or against the said Premises in any manner whatsoever and Builders shall then be entitled to sell and dispose of the said Premises to any other person or party as the Builders may desire in its absolute discretion without any reference or recourse or notice whatsoever to the Purchaser.
- 22. The Purchaser shall, within 15 (fifteen) days of the Builders giving written notice to the Purchaser intimating that the said Premises is ready for use and occupation, pay balance consideration under this Agreement if any along with interest if any and take possession of the Premises. In case the Purchaser fails to take possession of the said Premises on or before the Possession notice period then in such an event the Purchaser shall be entitled to charge holding charges at the rate of Rs.10/- per square feet per month which the Purchaser shall be liable to pay simultaneously against taking possession or prior thereto.
- 23. The Purchaser shall be entitled to take possession of the said Premises only if the Purchaser has duly observed and performed all the obligations and stipulations contained in this Agreement and have duly paid all the instalments of the consideration applicable taxes, maintenance and other charges payable by the Purchaser under this Agreement.
- If within a period of 5 years from the date on which the said Premises is offered for possession by Builders to the Purchaser (irrespective of whether possession of the said Premises is actually taken or not by the Purchaser) the Purchaser brings to the notice of the Builders in writing any structural defect in the said Premises or the said Building in which the said Premises is situated then, wherever possible, such defects shall be rectified by Builders at its own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser shall be entitled to receive from Builders reasonable compensation for such defect or change. However, if the Purchasers carries out any alteration or addition of change in the said Premises without obtaining prior written permission

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of the Builders and of the concerned authorities wherever required, then, in that case the liability of the Builders shall come to an end and the Purchaser alone shall be responsible to rectify such defect or change at his/her/their own cost.

- 25. The Purchaser shall ensure while, carrying out any work in the said Premises that the water proofing treatment given by the Builders in the toilet, kitchen or any other area is not damaged. If while carrying out the work, the water proof base coat is damaged or any defect occurs and as a result thereof water is leaked into the Premises adjoining or below the Purchaser's said Premises and/or in any other Premises, then the Purchaser alone shall be responsible to rectify such defects at his/her/their own cost immediately after receiving communication from the Builders and/or from the Purchaser of the Premises in whose Premises there is leakage. If the Purchaser fails to carry out the said work within a period of seven days from the date of receiving communication about the leakage, the Builders and/or purchaser of the Premises in whose Premises there is a leakage shall be entitled to enter the said Premises of the Purchaser and rectify the defect entirely at the costs of the Purchaser. The Purchaser is also prohibited from installing pumps to boost water supply in the Premises.
- 26. At the time of taking possession of the said Premises and in any event within fifteen days of the receipt of the written notice from Builders referred to above the Purchaser shall fully satisfy himself/herself/themselves/it with regard to the plumbing electric sanitary water fixtures and fittings locking devices, doors, windows, tiles and other items and fixtures in the said Premises and acknowledge in writing to that effect to Builders and the Purchaser shall not at any time thereafter raise any dispute objection or contention whatsoever in that behalf nor shall have any claim whatsoever against Builders save and except as stated in clause hereinabove. If any damage is caused to the said Premises after the date on which the Purchaser has/have taken possession of the said Premises, Builders will not be held responsible for the cost of reinstating or repairing the same and the Purchaser alone will be responsible for the same.

27. The Purchaser hereby agrees that in the event the Purchaser instructs Builders in writing not to execute any works inside the said Premises then the

Purchaser shall not be given any rebate for works not done by Builders in the said.

Premises on instruction of the Purchaser. The Purchaser shall also be required to sign the handing over checklists before taking possession of the said Premises and for carrying out the work as required by him/her/them/it.

28. The Purchaser hereby agrees that 15 days after notice in writing is given by Builders to the Purchaser that the said Premises is ready for user and occupation, the Purchaser shall be liable to bear and pay proportionate share of outgoings from the date of possession or from the expiry of 15 days notice as above whichever is earlier in respect of and pertaining to the said Premises including local taxes, betterment charges, development charges (by whatever name it is called) or such other levies like car park tax levied by the concerned local authority and/or government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Premises and the said Building. The Purchaser shall also be liable to bear and pay proportionate share of maintenance and other outgoings in respect of all common areas.

29. The Purchaser shall pay to the Builders their proportionate share of outgoings as may be determined. The Purchaser further agree that till the

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charges etc.

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Purchaser, share is so determined, the Purchaser shall pay to the Builders provisional monthly contribution as stated in this Agreement towards the outgoings. In case, if there is any increase in the taxes levied by the Local Authorities i.e. Thane Municipal Corporation, such as Property tax, water charges, or any increase in the actual cost of maintenance charges and any other outgoings, then whatever difference amount to be paid shall be borne and paid by the Purchaser only and the Builders will not be held liable/responsible for such increase in any manner whatsoever. The Builders shall be entitled to utilize such amounts for the aforesaid purpose and balance, if any, shall remain with the Builders until Conveyance/ Lease is executed in favour of the Society. The Purchaser undertake to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. On the share of the Purchaser in the outgoings on the basis of the assessment of the building for municipal taxes, water taxes etc. being finally determined if such determined share of Purchaser is more than the proportionate share of outgoings paid by the Purchaser under this agreement then the Purchaser shall be liable to bear such loss/deficit and on demand make good the same to the Builders from the date of the Purchaser liability to pay the outgoings, municipal taxes, water

- 30. The Purchaser shall use the Premises or any part thereof only for the purpose of residence and shall not use the same for any objectionable, illegal or immoral purpose. Nor the Purchaser shall be a cause of nuisance to the other residents of the said Building.
- 31. The Builder shall be entitled to negotiate and enter into appropriate arrangement/ agreement with the utility providers ("Utility Providers") i.e. entities providing gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption, etc., ("Utilities") for supplying of these utilities to the Purchasers in the Whole Project including the Purchaser/s herein. Upon arriving at such arrangement, the Purchaser/s agrees to avail these or any of these utilities from the Utility Providers nominated by the Builders and pay such amount as may be fixed by the concerned Utility Providers. This Clause shall not be interpreted / construed to mean that the Builders are obligated / liable to provide all or any of the Utilities whether or not the Builder have entered into agreements / arrangements with any person, or otherwise the Builder is in a position to provide all Utilities or any of them.
- 32. The Builders shall have the right to undertake upkeep and maintenance of the Whole Project including for the Whole Project's Amenties and in this regard shall have the right to enter into contract, agreement with any third party / vendors / agency for the purpose of maintenance and upkeep of the Whole Project including for the Whole Project's Amenities ("Services") in full or in part and such decision shall be final and binding upon the Purchasers ("Facility Manager's). Tenure of Facility Manager's shall be until the Builders offer to hand over the management and maintenance of the Whole Project to the Society / the said Societies and/or until such other period as may be decided by the Builder. Upon handing over management and maintenance of the Whole Project to the Society / the said Societies, the Society / the said Societies shall be entitled to undertake the management and maintenance of the Whole Project including the Whole Project's Amenities. The Builders may also formulate the rules and regulations for the maintenance and upkeep of the Whole Project including the Whole Project's Amenities and the Purchaser's hereby agrees and undertakes to

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abide and follow and not to commit breach of any of the provisions of such rules regulations and bye-laws.

- 33. The Builders shall have the right to designate any space in the Whole Project or any part thereof to the Utility Provider/s and the Facility Manager/s for the purpose of facilitating the provision and proper maintenance of Utilities and Services to be availed by the Purchaser/s of the Whole Project. The Builders shall also be entitled to designate any space in the Whole Project to Utility Provider/s and the Facility Manager/s either on leave and license or leasehold basis or in any other manner acceptable to Utility Provider/s or the Facility Manager/s for the purposes of providing the Utilities and the Services in the Whole Project.
- Notwithstanding any other provision of this Agreement, the Builders have right to and shall be entitled to nominate any one or more person/company as Facility Manager/s and the Utility Provider/s. The Builders have the authority and discretion to negotiate with such Facility Manager/s and/or the Utility Provider/s and to enter into and execute formal agreement/s for maintenance and management of infrastructure with the Facility Manager/s and the Utility Provider/s, The cost incurred in appointing the Facility Managers and the Utility Provider/s shall be borne and paid by the Purchaser/s in the manner as may be determined by the Builders. Such charges would be levied on the basis of the carpet area of the said Premises and the Purchaser/s agrees that he/she/they shall not raise any dispute regarding the appointment of any such Facility Manager/s and the Utility Provider/s by the Builders or towards charges payable to Facility Manager/s and the Utility Provider/s as determined by the builders. The cost of maintenance and management of the Whole Project shall be borne and paid by the Purchaser/s of the Premises in the Whole Project alone.
- 35. The Purchasers agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Builders and/or the Facility Manager/s including without limitation, payment of the Purchasers share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the Whole Project and the Whole Project's Amenities.

Upon formation of the Society / the said Societies and handing over of the management of the operation and maintenance of the Whole Project to the Society / the said Societies, the Builders shall novate and assign the agreements executed with the Facility Manager/s and the Utility Provider/s in this regard to the Society / the said Societies by executing requisite deeds and documents with his society.

the said Societies by executing requisite agens and documents the said Societies. The Builders shall have right to terminate and the replace of Facility Manager's and/or the Utility Provider's in its sole discretion

37. Any management fees / service charges payable to the Facility Manager's and the Utility Manager's in terms of the service agreements stated above shall be proportionately borne and paid by the Purchaser's and other Purchaser's of the Whole Project.

38. The builders have not given and shall not give any representation and or warranty with respect to quality, sufficiency and / or adequacy of the Services and Utilities availed from the Facility Manager/s and/or the Utility Manager/s and that the Builders shall not in any manner be liable for any claim of any nature whatsoever, for any defects and / or any deficiency in the services provided or rendered by them under the agreements executed with the Facility Manager/s and/or the Utility Manager/s in this regard or even otherwise with respect to the

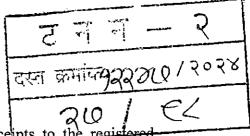
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services and/or utilities provided by them. Further, the Builders shall not be liable for any warranty or guarantee offered by such the Facility Manager/s and the Utility Manager/s providers for any Services and Utilities, and it will be strictly between the Purchaser/s and such Facility Manager/s and/or the Utility Manager/s..

- 39. The Purchaser(s) along with other Purchaser(s) of Premises in the said Building shall join in forming and registering the Society to be known by such name as the Builders may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Builders within seven days of the same being forwarded by the Builders to the Purchasers, so as to enable the Builders to register the common organization of Purchasers. No objection shall be taken by the Purchasers if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 40. The Builders shall, within three months of completion of the said Building, registration of the Society or Association or Limited Company and sale of all Premises therein execute lease of the land beneath building, and lease/conveyance in respect of balance area in favour of Federal Society/Apex body. It is clarified that the conveyance shall not include the 3 Guest Room and in the buildings.
- 41. In the event of the society being formed and registered before the sale and disposal by the Builders of all the Premises in such building, the power and authority of the society so formed or of the Purchaser and other Purchaser shall be subject to the overall authority and control of the Builders over all or any of the matters concerning the said development and completion thereof and all facilities appertaining to the same and in particular the Builders shall have absolute authority and control as regards the unsold/un-allotted Premises, Parking spaces & open parking space (open to sky) and all other Premises and areas out of their respective shares and the disposal thereof. The Builders may in their absolute discretion give unsold Premises and Parking spaces on leave and license basis and earn rent/profit in respect thereof.
- 42. The Purchaser and/or the society shall bear and pay the municipal taxes, maintenance charges and all other outgoings in respect of the said Building. In addition thereto the common expenses in respect of maintenance of recreation ground, internal roads, pathways, open spaces, common passages and other facilities that may be provided for benefit of residents of said Buildings shall be shared by the Purchaser herein along with other purchaser in the said Project in proportion of their respective area.
- 43. The Purchaser shall simultaneously against execution of this Agreement shall pay to the Builders the amounts as stated herein below. The amount so paid by the Purchaser to the Builders shall be utilized by the Builders for the purposes for which these amounts have been received. The Builders shall not be liable to give any account in respect thereof to the Purchaser.

44. The Purchaser shall before taking possession of the said Premises pay / Deposit Nkeep deposited with Builders the following amounts or any increase

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thereto. The Builders shall be accountable for these receipts to the registered Society which will be formed and registered.

Amount (Rs.)	Particulars
1,02,528/-	Advance maintenance charges for approx. 18 (eighteen) months.
1,000/-	Towards Share Money and Entrance Fee
10,000/-	Towards formation and registration of the Society
56,960/-	Corpus fund for maintenance of Club House
1,70,488/-	(Total Rupees One Lakhs Seventy Thousand Four Hundred & Eighty Eight only)

Note: The Purchaser shall pay GST or taxes as applicable on above charges at a time of possession.

45. The Builders shall deposit the said amount contained in clause hereinabove in any bank. If Builders find that the amount of the said maintenance charges / Corpus fund is not sufficient for the maintenance of the said project, the Builders shall raise monthly/quarterly bills towards Purchaser's share towards maintenance and other outgoings in respect of all common areas, facilities of the Building, and said Project. The Purchaser shall pay amount of monthly/quarterly bills within two weeks of receipt of such bill and shall not withhold the same for any reason whatsoever. In case of delay, the Purchaser shall pay interest at the @18% per annum from the due date mentioned therein till the date of actual realization of the payment. All taxes such as Municipal Property Taxes etc, as applicable, would be payable by the Purchaser to the relevant authorities and would be a part of overall maintenance of the said Building. Builders shall utilize the corpus fund for maintenance of club house. Balance of the corpus fund for maintenance of the corpus fund for maintenance of the Purchaser/other purchasers fail to pay them share of the corpus fund for maintenance of the Premises Purchaser/other purchasers fail to pay them.

It is further agreed between the Builders and the Purchasers that cornus functions maintenance of club house if any shall be used for the purpose as mentioned and the balance amount if any there from, shall be handed over to the individual Society after deducting there from all the expenses as well as any unparally receivable by the Builders from the Purchasers of the building towards maintenance.

maintenance charges or in case of exigencies.

Builder

46. The Purchaser does hereby expressly agree that the current charges of maintenance, property tax (exclusive of GST or any other applicable taxes) are based on assumptions and are tentative and provisional. It is specifically agreed that in future any increase in the maintenance charges and Property Tax charges as aforesaid, same shall be borne and paid by the Purchaser alone without making the Builders herein liable/responsible for the same in any manner whatsoever.

47. The purchaser and/or the society shall bear and pay the municipal taxes, maintenance charges and all other outgoings in respect of the said Building. In addition thereto the common expenses in respect of maintenance of recreation

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ground, internal roads, pathways, open spaces, common passages and other facilities that may be provided for benefit of residents of "Mahavir Spring' shall be shared by the Purchaser herein along with other purchaser in the said project in proportion of their respective area.

45. The purchaser shall bear and pay the proportionate costs of the annual maintenance contract and all other charges towards the services provided by the Builders viz. Sewerage Treatment Plant (STP), mechanical car parking spaces, Club House, Solar Heating, Generator, Lift, Fire Fighting equipments, DG Set, CC TV, Garden any other electronic items and any other charges towards any other facilities/services provided by Builders from time to time. The Purchaser herein along with other purchaser in the said Project shall on demand and in any event within a period of seven days make the payment of the amount proportion of their respective areas to the Builders. The Builders shall not be liable to bear or pay any amount by way of contribution, out goings, deposits, transfer fees, non occupancy charges, donation, premium or otherwise howsoever to the society/s in respect of any unsold/un-allotted Premises or parking spaces in the said project, save and except the rents, rates, taxes, cess and assessments payable to the Corporation and other Government, local or public or private bodies and authorities in respect thereof. The Builders will be entitled to apply for and obtain reduction in and the refund of the municipal and other taxes, cess, assessments and levies on account of the vacancy of the un-allotted/unsold Premises /unsold shops, Premises and parking spaces, if the Builders are liable to pay or have paid the same in respect of the Premises and/or parking spaces which are not allotted, sold and disposed of. If any refund of any such taxes, cess, assessments or other levies made by the Corporation or any other Government, local or public body or authority is received by the society/s in respect of such unsold or un-allotted Premises and/or parking spaces, then the Society/s (as the case may be) shall forthwith and without making any claim or demand or raising any objection or dispute whatsoever in respect thereof, pay over the same to the Builders, whether the Builders have demanded the same or not.

48. It is specifically and clearly agreed between the Builders and the Purchaser that within 15 days after notice in writing is given by the Builders to the Purchasers that the Premises is ready for use and occupation or the day the Purchaser takes possession whichever is earlier the Purchasers shall be liable to pay the maintenance charges, property tax and other outgoings in respect of the Premises agreed to be purchased by him from the date the Builders intimate the Purchaser to take possession of the said Premises agreed to be purchased by him. It is clearly agreed and understood by the Purchaser that even if the Purchaser commits a delay in obtaining the possession of the Premises agreed to be purchased by him on the date intimated to him by the Builders in writing the Purchaser shall be liable to pay the maintenance, outgoings and property tax in respect of the Premises agreed to be purchased by him and for the common amenities in the project from the date the Builders intimate him in writing to obtain possession.

49. It is further clearly understood and specifically agreed by the Purchaser that as the amounts collected from the Purchasers towards the maintenance and other outgoings as well as property tax being tentative / provisional in nature if the Builders incur more costs towards maintenance, other outgoings and / or property tax then what has been collected from the Purchaser and other Premises Purchasers towards maintenance, outgoings and property tax then the Purchaser herein and all other Premises Purchasers shall be bound and liable to pay their

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proportionate share towards such increase and the entire responsibility of payment of any such upward difference in payment of maintenance, other outgoings or property tax as the case may be in respect of the Premises agreed to be purchased by the Purchaser due to increase in the cost of maintenance, any other outgoings or upward revision in property tax shall be entirely of the Purchasers and shall be borne and paid by the Purchaser and the Builders shall not be liable for the same. In the event the Purchaser or any other Purchaser of other Premises in the building denies/refuses/avoids/fails to pay the proportionate increase to the Builders on demand then the Purchaser irrevocably consents and authorizes the Builders to utilize/appropriate the deficit amount from the corpus fund for maintenance of club house or any other amount lying with the Builders and at the time of handing over the accounts and management to the Society which may be formed hand over the balance out of the refundable corpus to such Society which may be formed and registered after adjusting the difference amount borne by the Builders and the Purchaser as a member of the Society shall not object to the same.

- 50. It is further agreed between Builders and the Purchaser that if at the time of handing over charge any IOD deposits and any other refundable deposits paid by Builders in respect of the said Building are not received back from the Corporation or any amount payable to the Builders is not paid by any of the member then the Builders are entitled to adjust the same, out of the amounts, if any, payable by Builders to Ad-hoc Committee and/or Society and Society will be entitled to receive refund of deposit or recover such amount from its members.
- 51. The Builders are using new technology namely Aluminium Formwork system for concreting/ forming cast of the building. The Purchasers will not carry out any repairs or modifications or alterations to the building or to the Premises agreed to be purchased by them.
- 52. The Purchaser with intention to bind and bring in all persons into whosoever hands the Premises may come, both hereby covenants with Builders as follows:
- a) Not to carry out any chipping work, repairs modifications or alterations to the Premises in any manner as the same will damage the Aluminium Formwork system of concreting work carried out by the Builders.
- b) To maintain the said Premises at Purchasers own cost in good habitable-repair and condition from the date of possession of the said Premises is taken. The Purchaser shall not do or suffer to be done anything in or to the building in which the said Premises is situated nor to alter or make additions in or to the building in which the said Premises is situated, which may be against the rules, regulations or bye laws of concerned local or any other authority or change.
- c) To maintain the said Premises in the condition, state and order in which it was delivered by Builders to the Purchaser and shall not do or suffer to be done anything in or to the said Premises which may be against the rules and regulations and bye laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) To observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said

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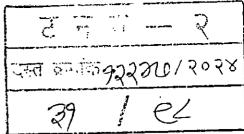
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Premises, the said Building and other building and the Premises therein and for the observance and performance of the building rules, regulations and bye laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Premises and the common areas and shall pay and contribute regularly and punctually towards the taxes expenses or other outgoings in accordance with the terms of this Agreement.

- e) Not to change the user of the said Premises without previous written consent of Builders and/or Society.
- f) Not to store in the Premises any goods, which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building in which the said Premises is situated or to store goods which is objected by the concerned local or other authority and not to carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the said Building including entrances of the building and in case any damage is caused to the building on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
- g) Not to demolish or cause to demolish the Premises or any part thereof, nor at any time make or cause to be made any addition or alterations, of whatever nature in or to the Premises or any part thereof and to keep the portion, sewers, drains, pipes in the Premises and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other parts of the said Building in which the Premises is situated and not to chisel or in any other manner damage columns, beams, walls, slabs or RCC, walls or other structural members in the Premises without the prior written permission of Builders and/or the Society.
- h) Not to shift or alter the position of the kitchen or the piped gas system or the toilets in the Premises which would affect the drainage system of the said Premises / Building in any manner whatsoever.
- i) The Purchaser/s shall not be strictly allowed to place/stick/hang any kind of signage, hoarding, and all other forms of signage whatsoever on the glass façade of the Whole Project and / or within any portion of the Free Sale Land. This condition is binding on the Purchaser /s to adhere to at all times and is a material condition to this Agreement and in the event the Purchaser /s breaches the same, subject to the other rights and remedies available to the Builders under law, the Builders shall be entitled to terminate this Agreement. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Property and the building in which the said Premises is situated.
- Not to change and/or alter the elevation and the colour scheme of the said building/s.
- k) Not to enclose and/or undertake and do any construction in the Basement + lower ground + /Podium upper ground A + upper ground B and upper stilt + Podium of the said Building/s.

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- l) Not to enclose and/or cover balcony / deck attached to the Flat Premises area and the common terrace of the building.
- Not to make any additions or any alteration in the architectural elevation of the said Building and not to change the outside colour scheme or coating of the said Building.
- Not to make any change in any of the external windows or doors of the said Premises in the Building by way of shifting, altering, changing the colour or any other way whatsoever from its original place nor do any fixing of tiles beyond the original windows/sliding windows.
- Not to keep any plants in pots or any other objects on the outside of the windows or on the parapets or balcony and not to do anything which may cause discoloration or disfiguration or any damage to the said Buildings.
- Not to cover any deck/balconies or construct any structure or poles or pergolas or trellis on the balconies.
- Not to erect or fix grills to windows, balconies, other openings in the said Premise otherwise than the design and specifications finalized by the Builder which have been made known to the Purchaser.
- Not to chisel or break or cause any damage to the columns, beams, walls, slabs or R.C.C. pardis or other structural members in the said Buildings or on the pardis/parapets/railings provided in the said Buildings.
- Not to enclose duct, service areas or elevation projections. s)

Not to do or permit to be done any act or thing which may render void voidable any insurance of the said Property and the said Building in which in said Premises is situated or any part thereof or whereby any increased pre-

shall become payable in respect of the insurance.

Not to transfer, assign, give on leave and license, caretaker, paying guest u) or tenancy basis or induct any person/s into or part with the said Premises and/or the Purchaser's right, interest or benefit under this Agreement or part with the possession of the said Premises without the prior written consent of Builders until the execution of the Lease Deed. The Builders shall grant such consent to the Purchaser only if the Purchaser has not committed any breach or violation of any of the terms, conditions, covenants, stipulations or provisions of this Agreement. Such consent shall be subject to the terms and conditions imposed and stipulated by Builders in this regard, including payment of transfer fees and/or other amounts payable by the Purchaser to Builders under this Agreement.

The Purchaser hereby agree/s that in the event any amount by way of v) deposit or premium or betterment charges or development charges or any tax or levies of payment of a similar nature becoming payable by Builders to the Municipal Corporation or to any other authority or any other in respect of development of the said Property or in respect of the said Building and other building constructed and/or being constructed thereon the same shall be reimbursed to Builders in proportion to the area of the said Premises agreed to be purchased by the Purchaser bears to the area of the Premises and/or all other Premises in the said building/Wing and/or in the said Project as the case may be

and in determining such amount the decision of Builders shall be conclusive and binding upon the Purchaser.

- w) The Purchasers hereby agree that in case of any conflict between the terms and conditions of the Letter of Allotment or booking form issued by the Builders in favour of the Purchasers and the terms and conditions herein the terms and conditions hereof shall prevail.
- x) Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchasers in Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the Premises in the Project.
- y) The Purchaser/s hereby agrees that they have understood the layout of the Whole Project. There will be three entry/ exit points accessing to the said project. The Purchaser/s shall duly abide by the rules relating to the entry/exit points as shall be stipulated by the Builders for the purchaser of the Premises portion respectively, the vehicular movement and the pedestrian movement of the Purchaser of the shops Portion and the Premises Portion respectively and shall always abide by the rules and regulations laid down by the Builder in this regard and modified from time to time, the authenticated photocopies whereof is annexed hereto as Annexure "10A".
- z) Till a lease of the building in which the Premises is situated is executed in favour of the Society the Purchaser shall permit Builders and their surveyors and agents with or without workmen at all reasonable times, to enter into and upon the said Premises and the said Building or any part thereof to view and examine the state and condition thereof;
- (aa) The Builders shall be entitled to construct site office / sales lounges in the project or any part thereof and shall have the right to access the same at any time, without any restriction whatsoever irrespective of whether any building in the project or part thereof is transferred to the Society until the entire development of the project is fully complete.
- bb) The Purchaser shall permit the Builders and their surveyors and agents with or without workmen at all reasonable times, to enter into and upon the said Premises and the said building or any part thereof to view and examine the state and condition thereof with prior intimation to the Purchaser;
- cc) The Purchaser in his individual capacity or as members of the Organisation along with other purchasers of other Premises will not call upon or require the Builders to contribute any amount towards payment of proportionate rents rates and taxes outgoings maintenance charges and repairs of unsold Premises or the plot or the building including common area restricted areas.
- dd. Not to visit the construction site without the Builders prior written permission to ensure the safety of person visiting construction sites.
- 53. The Purchaser further covenants with the Builders as follows:
- (a) That the Purchaser shall not do or carry out any work of interior decoration, renovation, furniture making or any other allied work between 7.00 PM to 9.00 AM in the said Premises and nuisance shall not be caused at any time to the occupiers of the other Premises in the said Buildings. The Purchaser shall

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also ensure that workmen carrying out such work shall leave the said uildings at 7.00 PM every day.

- That the Purchaser shall hereby agree and undertake that in case the Purchaser intends to carry out any work of interior decoration, renovation the Purchaser shall be liable to deposit an interest free amount of Rs.50,000/- (rupees fifty thousand only) with the Builders towards guarantee money which shall be refunded by the Builders to the Purchasers only after all the debris are removed and area neatly cleaned. The Purchasers shall make suitable arrangements for removals of debris and clean the area of operation. In the event the Purchaser fail to remove the debris or clean the area of work or damage any part or portion thereof the Builders shall from the amount of guarantee money lying with them make the arrangements for removal of debris or clearing the common areas or restoring or repairing such area if any and shall be entitled to utilize the money for such works in which case the Purchaser shall not be entitled to ask for any accounts of the money appropriated /adjusted from the guarantee money. The Purchaser further agree and undertake not to commence any work of interior decoration, renovation without paying the deposit towards guarantee money to the Builders;
- (c) The Purchaser hereby agrees and undertakes that he shall not make any structural changes or other changes to the Premises and will be fully responsible for the consequences resulting out of all acts of omissions or commissions in respect thereof and shall keep the Builders indemnified in that behalf;
- (d) The Purchaser hereby agree and undertake that he/she shall not use the lift to transport any heavy material/article nor shall he/she store any heavy material or carpentry material in the building Premises or in the corridor of the floor on which the said Premises is situated. Further the Purchaser shall not hold the Builders liable or responsible for any theft or loss to construction materials.

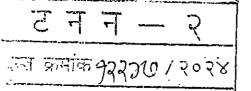
(e) The Purchaser shall not keep or fix footwear unit/box or cupboard non HE any foot wear rack for storing/keeping footwear in the corridor of the flootwin which said Premises is situated.

(f) All the terms and conditions contained in diverse agreements made or to be made between Purchaser and the Builders and other purchasers of the other Premises and other Premises comprised in the said Project shall be binding on the Purchaser and the Purchaser will not raise any objection to the same.

(g) The Purchaser agrees and undertakes to pay the proportionate share in the taxes ground rent (if any), water taxes, electricity charges, all expenses for maintenance of the said Premises and all outgoings whatever as may be determined by the Builders until the Apex Body takes charge and control of management of the said Building. The Builders shall be liable to render any account of such amounts and corpus funds only to the Apex Body and not individually at any time. The Purchaser agrees and undertakes to bear and pay regularly every month maintenance charges and other outgoings.

(h) The Purchaser agrees to bear and pay the cost of the Manager appointed or as may be appointed by the Builders to manage and look after the affairs of the building / project and the common amenities.

(i) The Purchaser agrees to if the Thane Municipal Corporation or any other authority requires any further agreement or writings the Purchaser hereby give



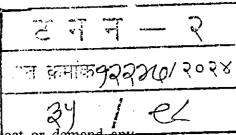
their deemed consent to the Builders and/or its constituted attorneys to do and execute such further deed, documents and writings as may be necessary or required by them.

- (j) The Purchaser agrees and undertakes to bear and pay the GST or any other tax or taxes dues statutory duties and other payments dues on the construction sale or otherwise that are payable on the date of execution of this Agreement or that may be introduced by the State or Central Government or local authorities or competent authorities from time to time in respect of the said Premises or otherwise directly or indirectly relating to the said Agreement and that the Builders shall not be responsible in that behalf under any circumstances whatsoever. In the event of the aforesaid liability or any increases in the GST being due, then the Purchaser does hereby expressly authorize the Builders to pay the same without any approval consent from the Purchaser. In the event of any shortfall/deficit in the GST amount paid by the Purchaser, then the Purchaser does hereby agree and undertake to immediately bear and pay and reimburse the same to the Builders.
- (k) The Purchaser agrees that pending the due and full payment of such aforesaid liabilities or any of them the Purchaser shall be deemed to have created a first charge and lien on the Premises agree to be purchased by him to the extent of such payments, in favour of the Builders. Upon the due full and complete payment of the aforesaid liabilities along with the interest penalties and increases therein such lien and charge shall automatically stand cancelled. Otherwise in the event of default to make the payments or the interest or any increases therein, then the Builders will be entitled to enforce the charge/lien and be further entitled to recover such amounts receivable by them together with interests thereon.
- (l) That it shall be the responsibility of the Purchaser to maintain his Premises in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his Premises are regularly filled with white cement/epoxy to prevent water seepage.
- (m)That the Purchaser has been made aware and that the Purchaser expressly agrees that the regular wear and tear of the Premises/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- (n) That the Builder shall not be responsible for any damage caused to the said Premises on account of delay in taking over possession by the Purchaser and in such an event the Purchaser will have to take possession of his Premises on as is where is basis, provided that the Purchaser shall continue to be liable to pay maintenance charges from the date of offer of possession.
- (o) The Purchaser represents that he is not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months:
- (p) The Purchaser is aware and fully agrees that the Builders may acquire adjoining plots/properties and/or acquire development rights in respect of the adjoining plots/ properties which shall after being purchased and/or acquired for development be amalgamated with the Property and more building/s may be

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constructed thereon in Phases. The Purchaser shall not object or demand compensation or adjustment in the price consideration against the same.

- The Builder shall by Deed of Lease or any other document surrender the said part of the said property for sub-station in favour of Maharashtra State Electricity Distribution Co. Ltd upon the terms and conditions mentioned therein as per the rules and regulations that shall be laid down by Maharashtra State Electricity Distribution Co. Ltd from time to time.
- At the time of execution of Lease Deed/ Conveyance the Purchaser shall 55. pay to Builders, Purchaser's share of stamp duty and registration charges payable, if any, by the Society on the lease/conveyance or any document or instrument of transfer in respect of the said Building and/or the said Property. The Stamp duty and Registration charges incidental to this Agreement shall also be borne and paid by the Purchaser. The share of the Purchaser of such cost, charges and expenses shall be paid by him/her/them/it immediately on demand.
- The name of the said Project shall forever be "Mahavir Spring". 56.
- The said Flat /Shop premises as the case may be is intended and shall be 57. respectively used for residential/ Commercial purpose only and the Purchaser shall not be entitled to and shall not change the user of the said premises. The Purchaser shall use the car parking space allotted to him/her/them only for the purpose of keeping or parking his/her/their own vehicles and for no other purpose.
- Nothing contained in this Agreement is intended to be nor shall be 58. construed as a grant, demise or assignment in law of the said Premises or of the said Building or of the said Property or any part hereof. The Purchaser shall have no claim of any nature whatsoever save and except in respect of the Premises hereby agreed to be sold to him/her/them/it and all open spaces, parking spaces, lobbies, staircases, terraces, lifts, recreation grounds and any Common Facilities Si etc. will remain the property of Builders until the said Property and Property and Property and Property and Property and Property a
- The Builders shall by utilizing part terrace of building not 59. Building No.2 and /or club house, develop any other amenities for he exclusive use of purchasers of Residential Premises and their family members, kuch as may be deemed fit by the Builder by obtaining requisite approvals from the authorities and the Purchasers expressly hereby consents to the same.

Building is transferred/ conveyed to the Society.

By Indenture of Mortgage Builders have availed loan from Piramal Trusteeship Services Private Limited against security of the said Property. It is hereby expressly agreed, clarified and understood that so long as it does not prejudice the rights created in favour of the Purchaser under this Agreement in respect of the said Premises, Builders shall be absolutely, irrevocably and unconditionally entitled to and have the right to create charges or liens on, encumber, mortgage, sell, assign, transfer, dispose off, or otherwise deal with in any manner howsoever all or any of their rights, benefits, interest, title, privileges, and/or claims including development rights in respect of the said Property and/or the construction thereon or any part or parts thereof, including the said Building without any notice to the Purchaser and the Purchaser has given and granted his/her/their/its specific, full free, unqualified and irrevocable consent to Builders to do so. As part of any such arrangement by Builders all or any of the responsibilities and/or obligations of Builders may be shifted or transferred to any other person or persons. All such arrangements by Builders shall be binding on the Purchaser. Builders undertake to clear the aforesaid encumbrances, if any, in

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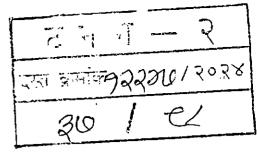
respect of the said Premises or building in which same is situated prior to the execution and registration of the Deed of Conveyance/lease in favour of the Society and Builders shall indemnify and keep the Purchaser fully indemnified against all claims of any nature whatsoever that may be made against the Purchaser in respect of the said Premises by virtue of any encumbrances created as aforesaid.

- 61. Any delay, tolerance or indulgence shown by Builders in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by Builders shall not be construed as a waiver of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of Builders.
- 62. Builders shall be at liberty to sell assign or otherwise deal with or dispose of their right, title and interest in the said Property or any party thereof PROVIDED that Builders do not in any way affect or prejudice the right hereby granted in respect of the said Premises in favour of the Purchaser.
- 63. The Builders hereby represents and warrants to the Purchasers as follows:
 - i. Subject to mortgage in favour of Piramal Trusteeship Services Private Limited, or such other Bank/s to which the Builders will switch loan, the Builders have clear and marketable title with respect to the said Property as declared in the title report annexed to this agreement and has the requisite right to carry out development upon the said Property and also has actual, physical and legal possession of the said Property for the implementation of the Project;
 - ii. The Builders have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
 - iii. Except Mortgage in favour of Piramal Trusteeship Services Private Limited., or such other Bank/s to which the Builders may switch the Piramal Trusteeship Services Private Limited., loan there are no encumbrances upon the said Property or the Project;
 - iv. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Property and said Building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said Property and the said Building shall be obtained by following due process of law and the Builders have and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Property, Building and common areas;
 - v. The Builders have the right to enter into this Agreement and has not committed or omitted to person any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
 - vi. The Builders have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Property, including the Project and the said Premises which will, in any manner, affect the rights of the Purchaser under this Agreement;

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- vii. The Builders confirms that the Builders is not restricted in any manner whatsoever from selling the said Premises to the Purchaser in the manner contemplated in this Agreement;
- viii. At the time of execution of the lease/conveyance in favour of Apex Body/Federal Society the Builders shall handover lawful, vacant, peaceful, physical possession of the common areas to the Federal Society of Apex Body;
- ix. The Builders have duly paid and shall continue to pay and discharge governmental dues, rates, charges and taxes and other monies, levies, premiums, damages, and/or penalties and other outgoings with respect to the said Project to the competent authorities till offering possession of the Premises in the said wings to the Purchaser;
- x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Property) has been received or served upon the Builders in respect of the said Property and/or the Project.
- 64. Builders have brought to the notice of the Purchaser that if there exist any public drainage line below the ground level on a portion of the said Property, Municipal Corporation and other authorities shall always and forever have right of access on the said Property to carry out repairs and maintenance of the said drainage line.
- of this Agreement and shall be in such form and shall contain such terms, conditions, covenants, stipulations and provisions of this Agreement and shall be in such form and shall contain such terms, conditions, covenants, stipulations and provisions of this Agreement and shall be in such form and shall contain such terms, conditions, covenants, stipulations and provisions including those contained in This Such Agreement as may be decided and determined by Builders in their sole, absolute and unfettered discretion, including the following:
 - (i) Covenants which shall run with the land and which shall binding upon, the Purchaser and his/her/their/its heirs, executors, le representatives, successors, transferees and assigns, as the case way be on the Society.
 - (ii) Covenant/s for right of way/access, if any, given and granted or to be given and granted to and in favour of Builders of any contiguous or adjacent or adjoining lands and properties and/or any other person/s, over or through the said Property or any part thereof.
 - (iii) Declaration/s and confirmation/s of and from the Purchaser, the Society that they shall not be entitled to or claim any easement of right of light or air, which would restrict or interfere with in any manner whatsoever, the free and unobstructed use and enjoyment of any portion of the said Property by Builders, for the purpose of development thereof and/or any other lawful purpose;

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Declaration/s and confirmation/s of and from the Purchaser, the Society in respect of the sole and absolute authority of Builders regarding sale, transfer, assignment and/or disposal of unsold Premises and parking spaces, including additional construction, carried out on the said Scheme by utilizing and consuming the FSI, FAR and TDR or sale, transfer, assignment and/or disposal thereof and Builders sole right to enjoy and appropriate the revenue, income and benefits thereof; and

- (v) Declaration/s and confirmation/s of and from the Purchaser, the Society in respect of the sole and absolute authority of Builders regarding any contracts, arrangements, memorandums and/or writings executed for the said Project including appointment of any agency, firm or corporate body or person or any other organization or association to maintain and manage, control and regulate the said Building and/or the said Project and/or the said Scheme and/or the facilities including power and authority to collect the entire outgoings, provisional charges and other amounts for such consideration and on such terms and conditions as Builders may deem fit.
- So far as the Purchaser's rights, interest and benefits are (vi) concerned, the nature and scope of this agreement is limited to the said Premises agreed to be purchased by the Purchaser. The Purchaser shall not have any claim, right or interest in respect of any common areas, common facilities whatsoever in the said Building and the said Project and/or said Scheme including the open spaces, lobbies, staircases, lifts, common entrances, common passages, corridors, terraces, recreation areas and club house and garden (hereinafter referred to as the said "Common facilities") save and except the right of user, limited or otherwise, thereof hereby expressly given to the Purchaser in respect thereof and all such Common facilities shall remain the property of Builders until the Deed/s of Lease / Conveyance/ is/are executed and registered. After execution and registration of the Deed/s of Lease /Conveyance, the society/s as the case may be will hold all such Common facilities expressly subject to the rights, interests and benefits of and/or reserved by Builders herein and therein, or otherwise in respect thereof.
- 66. The said Common facilities in the said Project shall be used in a reasonable manner and only for the purposes for which the same are intended and provided and the same shall be used in accordance with the rules and regulations as may be framed in this regard by Builders, the society/s and subject to the payment of the prescribed charges, if any and/or Maintenance Charges, as agreed upon:
- 67. It is also understood and agreed by and between the Parties hereto that all the Purchasers of the Premises in the said Project 'Mahavir Spring' including the Purchaser herein shall be entitled to use and have ingress and/or egress through all the internal roads and pathways including such internal roads and pathways on the podium level and/or on the ground level (i.e. below the podium) provided on the said Property
- 68. The Builders have informed the Purchaser that as per requisite of the few shops purchasers, the builder will provide fire exit door and space for DG set, A.C unit to such shops and the purchaser of Premises hereby gives consent in that regards.

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69. All the Machinery/equipments viz STP, Generator system, lift, Fire Prevention System, parking system, or any electric items etc provided in the Project are manufactured by some known brand having good reputation in the industry. They also come with Warranty/Guarantee period and after the period of Warranty/Guarantee, the organization of the Purchasers in the Project will be bound to award maintenance contract to well known and reputed authorized service provider of the manufacturer. All machinery/equipment in spite of all precautionary measures may occasionally malfunction which cannot be avoided. The Purchaser/s or its organization will not make any grievances about malfunctioning and will not hold Builders responsible for such malfunctioning and any incidental loss or damages to the Purchaser/s or anyone claiming through, by or under him.

Some of the equipments/amenities/facilities require regular maintenance 70. service through authorized service provider to maintain it in proper condition. The organization of the Purchasers in the Project will be responsible to award Annual Maintenance contract (AMC) to well known reputed authorized service provider of the equipment and to ensure that all consumable and spare parts of original equipments Manufacturer (OEM) are used and not any other substitute. If the organization of the Purchasers in the Project fail to make AMC and/or replace spare with other than OEM and said equipment get damaged, the Builders will not be held responsible and liable for any damages to those equipments. Similarly, some of the equipments require regular operation maintenance and usage and if are left un-operated/unused for long time it may start rusting and may become redundant and unusable, therefore the organization of the Purchaser in the Project will have to ensure that it is regularly used inspected and serviced. If the organization of the Purchaser in the Project fails to maintain the same as per maintenance manual, the Builders will not be responsible or liable for non functioning and any loss or damages due to such non functioning. If such equipments remain unused and get damaged, defect liability of such equipments will become automatically null and avoid. All that is provided hereinabityells applicable with respect to equipments and amenities provided in the Project such as Fire Prevention System, STP, DG Sets, etc.

71. The organization of the Purchasers in the Project shall at its ownscost renew and maintain all Annual maintenance Contract (AMC) of all equipments viz. Lift, STP, Fire Prevention System, OWC, parking system etc. and all other amenities provided to the Project from the well known reputed authorized service providers. If the organization of the Purchasers in the Project fails to renewant of the AMC and those equipments suffer damages the Builders shall not be held responsible for any loss of life of property or damage or any untoward incident ensuing there from and it will be only the Purchasers in the Project and/or their organization shall be responsible and liable for the same and the Builders shall have absolutely no liability whatsoever in that behalf.

72. The Builders have informed the Purchaser that supply of water, drainage and sewerage facilities to the Proposed Building and the Premises therein is dependent upon the provisions presently made and/or which may be made in future in respect thereof by TMC and/or other Local Authorities and hence the Purchaser shall not be entitled to demand from the Builders and the Builders shall not be liable to make any provision in these regards beyond provisions presently made and/or which may be made in future by TMC and/or other Local Authorities. Likewise the Builders have informed the Purchaser that supply of electricity facilities to the Proposed Building and the Premises therein is dependent upon the provisions presently made and/or which may be made in

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future in respect thereof by the Electricity supplying Companies and hence the Purchaser shall not be entitled to demand from the Builders and the Builders shall not be liable to make any provision in these regards beyond provisions presently made and/or which may be made in future by such Electricity supplying Companies.

73. The Builders shall only facilitate obtaining water and electricity supply and other utilities but do not guarantee the availability of the same and the same shall be dependent on the local conditions and availability of the same as per the Authorities concerned.

74. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that till execution of Deed of Lease/Conveyance the terrace of the said building shall always belong to Builders. Builders shall make joint terrace garden on the terrace of Building No. 1 and 2 for the common use of all purchasers of Premises of Building No. 1 and 2 respectively. The Purchasers of Premises of Building No. 1 and 2 shall allow put up hoardings, display of advertisements on the terrace of the said Building or any part thereof and to

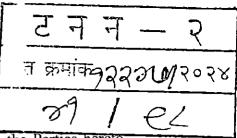
75. All the notices to be served on the Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent to the parties by or under Registered Post (Acknowledgement Due) at their respective addresses specified hereinabove.

commercially exploit the aforesaid rights for their own benefit.

- 76. This Agreement alongwith its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, booking form, correspondences, arrangements, whether written or oral, if any between the Parties in regard to the said Premises /plot/building as the case may be.
- 77. In this Agreement unless there is anything inconsistent with or repugnant to the subject or context (a) SINGULAR shall include PLURAL and vice versa and (b) MASCULINE shall include FEMININE and vice versa.
- 78. This Agreement may only be amended through written consent of the Parties.
- Forwarding this Agreement to the Purchaser by the Builder does not create a binding obligation on the part of the Builders or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment schedule and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Builders. If the Purchaser fails to execute and deliver to the Builders this Agreement within 15 (fifteen) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Builders, then the Builders shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums paid by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever after deducting the charges as contained in this Agreement.

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80. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Premises shall equally be applicable to and enforceable against any subsequent purchasers being the nominees/assignees of the Purchaser or the Purchaser's heirs/executors/assigns/successors in title as the said obligations go alongwith the Premises for all intents and purposes.

- 81. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to confirm to Act or the Rules and Regulations made thereunder or the applicable law, 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.
- 82. Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- 83. The execution of this Agreement shall be completed only upon its execution by the Builders through their partner/authorized signatory at the Builders Office, or at some other place which may be mutually agreed between the Builders and the Purchaser. The Purchaser and/or Builders shall present this Agreement at the office of the Competent Sub Registrar within the time limit prescribed by the Registration Act 1908 and the parties hereto will attend such office and admit execution thereof.

84. Any dispute between the parties hereto relating to the Premises or the Building shall be settled amicably. In case of failure to settle the dispute amically the same shall be referred to the Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act 2016 Rules and Regulations there under.

85. The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Mumbai alone will have the jurisdiction for this Agreement.

86. Provided and Always that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives in respect of the meaning and interpretation of these presents or concerning anything herein contained hereto shall be finally settled under Indian Arbitration and Conciliation Act, 1996 in effect on date hereof, The agreement shall be governed by, construed and interpreted in accordance with the Laws in India. The venue of Arbitration shall be at Mumbai, India only. The Arbitration shall be held in English language and the award of Arbitration shall be final and binding on both the parties.

87. That in case there are Joint Purchasers all communications shall be sent by the Builders to the Purchaser whose name appears first and at the address given

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क्रमांवर के प्रोक्त (which shall for all intents and purposes be considered as properly served on all such Joint Purchasers.

N WIFNESS WHEREOF the parties hereto have set and subscribed their respective hands to this writing on the day and the year first hereinabove written,

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcels of land bearing Survey No.280, Hissa No.1 (part), Survey No.280, Hissa No.1 (part), Survey No. 280, Hissa No. 4, Survey No.289, Hissa No.2 (part), Survey No. 289, Hisa No. 2 (part), Survey No. 415 (part) and Survey No. 415 (part) collectively admeasuring 54,392 sq. mtrs. or thereabouts, situated at Majiwada, Taluka and District Thane, and in the Registration District and Sub-District of Thane and within the limits of the Thane Municipal Corporation.

THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land hereditament and plot bearing S. No. 280 Hissa No. 1(A), S. No. 280 Hissa No. 1(B), S. No. 280 Hissa No.4., Survey No.289 Hissa No. 2 (A), Survey No.289 Hissa No. 2 (B), and Survey No. 415 admeasuring in all 33386 sq. mtrs. or thereabouts situated at Majiwada, Taluka and District Thane, and in the Registration District and Sub-District of Thane and within the limits of the Thane Municipal Corporation.

THE THIRD SCHEDULE ABOVE REFERRED TO:

ALL THAT portion admeasuring 12147.68 sq.mtrs. bearing S. No. 280 H. No.4/1, Survey No.289 H. No. 2/2/4, Survey No.289 H. No. 2/4/2, Survey No. 415 H. No 1/4 and 415 H. No 1/5 situate, lying and being at village Majiwada, Taluka and District Thane and in the Registration District and Sub-District of Thane and within the limits of the Thane Municipal Corporation.

THE FOURTH SCHEDULE:

(Description of Common Areas)

- 1 Common passages and lobbies
- 2 Water tanks and pump rooms
- 3 Lifts
- 4 Staircases
- 5 Lobbies
- 6 Landings

THE FIFTH SCHEDULE:

Payment Schedule for Consideration for the allotment of the Flat/ Shop Premises in Tulip/ Daffodils of the Real Estate Project namely "MAHAVIR SPRING"

	THE PARTY LAND AND PARTY AND PERSONS ASSESSED.		
<u>%</u>	The state of the s	Payment Schedule	AMOUNT (In Rs.)
// 5% ·			6,90,640/-
7915%	;12-May-2024		20,71,920/-
\±20%	1-Jul-2024	(27,62,560/-
√ 20%	1-Jan-2025 🥢		27,62,560/-
20%	1-Oct-2025		27,62,560/-
10%	1-Mar-2026		13,81,280/-
10%	On Possession		13,81,280/-
100%		TOTA	L 1,38,12,800/-

Builder

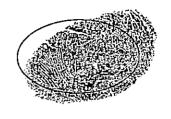
Mulfare (mulay)

SIGNED, SEALED AND DELIVERED

by the withinnamed "BUILDERS" Vinayak Developers through its Partner Mr. Vasantlal D. Shah



1



in the presence of

For VINAYAK DEVELOPERS

1. Kishor Rane Rane

(< 21 es Signature

2. Pramod Rane Pro

SIGNED, SEALED AND DELIVERED by the withinnamed "PURCHASER/S" Mr./Mrs. /M/s Rahul Kishor Rane





in the presence of witness

1. Kishor Rane

2. Pramod Rane (F

Signature Malland

SIGNED, SEALED AND DELIVERED by the withinnamed "PURCHASER/S"

Mr. / Mrs. /M/s Priti Rahul Rane



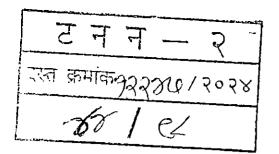
in the presence of witness

1. Kishor Rane

Signature/



Purchasers



RECEIPT

RECEIVED of and from the withinnamed Purchaser/s, MR./MRS./M/S Rahul Kishor Rane & MR./MRS./M/S Priti Rahul Rane a sum of Rs. 50,000/-(Rupees Fifty Thousand only) in through RTGS/NEFT/IMPS vide transaction id. - AXNPM10411496510 dated: 12 April 2024 being the Amount of earnest money paid on or before execution hereof.

WE SAY RECEIVED

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Vinayak Developers Builder

1) Rue

2) Par



MS/final/18092023

Builder

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ANNEXURE-1

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No. RB/IV NAP.S.R. 368() Collector office, Thane.

Date :- 17.08.1964

Grant of N.A. permission under section 65 of and Revenue Code READ: 1) Application from Shri. Govind bhai Govardhandas Palelos village Thana town dated 22.07.64 for grant of N.A. permission.

- 2) Case papers including with City Survey officer.
- 3) Thana's endt. No. CTS 541/64 . dt.

ORDER :

In exercise of the power vested in him under section 65 read with section 67 of land Revenue Code, the Colletor of Thana is hereby pleased to grant permission to Shri Govino bhai Govardhandas Palelto convert this agricultureal land of S.No.280 289, Hiss No.1Pt, 2Pt, admeasuring 23216 sq.yd village Magiwade Taluka Thana for residential/commercial purpose only subject to the relevant provisions of the land Revenue Code and of the Rules framed thereunder and of the B.T. and A.L. Act . The applicant will pay from the date of Commencement of N.A. use a revised assessment on the land, admeasuring 23216 sq.yds. under section 48 of Land Revenue Code at the rate of &. 3+2 per sq.yds. which is guaranted upto 31.7.67. The area and assessment mentioned above will be liable to alteration in accordance with the survey corrections issued by the survey department.

Approval is hereby given to the construction of a bldg. in accordance with the sanctioned plan attached herewith. The applicant is advised to carefully note the margin spaces and the distance from the roads and strictly confirm to the approved plan in every respect. He shall not make any addition or alterations to the structure, as approved now, without prior approval of the Collector. The Applicantishalk not violate any building regulations prescribed for Thama District and will take particular area to maintain the surroundings clean and ordrely. The privy shall be innocuous to the neighbour and screened from publicview and it shall not be within 35 reet from a wall similarly no cattle shall be kept in a residential Additiong. In case the use of the land causes a public nuisance or creates atmosphere injurious to public health, the applicant will be liable to any of the penalties mentioned hereafter.

The plot holder shall provide a suitable access to the plot within a period of six months from the date of this order.

The plot holder is specifically prohibited under section 48 from putting the land to any use other than the on mentioned in paral above.

shall built on an area measuring 77386. .. 2/sq. yas as shown in the approved plan & shall remaining area viz. 15477.4 59.493. open

The N.A. use of the land and of each plot in it must begin within a period of six months from the date of this order and thr structure must be completed within a period of three years. If the N.A. use does not commence within six months the N.A. permission will lapse unless the land holder applies to the Collector for extension of period before the expiry of six months and the Collector grants further time.

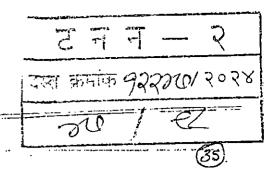
The occupant of land shall inform the Mamlatdar/Collector as well as village officer in witing of the Ommencement of N.A. use within a period of one month from the dat of such use in default of which he shall be liable to pay, in addition to the non-agricultural assessment, such fine as the Collector may direct.

The construction of the building on the land must be completed in three years. In the areas where there is a town planning scheme, this period is reduced to or years. Provided that this period may be extended by Collector on an application by the occupant.

The land will be regarded as agricultural till it is used for non-agricultural purpose permitted above and its sale, lease exchange or transfer till then will be invalid under section 63 of the Tenancy Act, in areas where that act applies. In addition, the occupant will also be liable to the imposition of any penalty attached to the grant of N.A. permission for breach of conditions.

If the applicant contravence any of the foregoing conditions the Collector may without prejudice to any other penalty to which the applicant may be liable under the provisions of the said Code, continue the said plot in the occupantion of the applicant on payment of such fine and/or assessment as he may

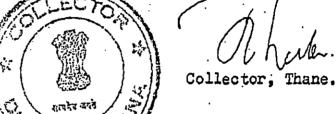
Note that anding anything contained in para above, It shall be lawful for the Collector to direct the removal or alterations of any building or structre erected or used contrary to the provisions of this grant within a time prescribed in that behalf by the Collector and on auch removal or alteration not being a carried cut within the prescribed period, he may be caused the same to be carried out and recover the cost of carrying out the same from the applicant as an arrear of land revenue.



.. 3 ..

The occupant may note that the permission granted by this order does not exempt him from obtaining such permission as he may required to take before the commencement of N.A. use under the Town Planning Act or Municipal Acts or village Panchayat Act or the Bombay Highway Act, 1955 on the National

Highway Act, 1956.



shri./soft. Govindonai Govardhandas Pottel.

village Majiwade, Tal. Phana.



Collector, Thane.



VANNEX NBE-5

णिठ प्राणिक गिराधीकारी % महसूल\क-३/\$.3\क्मुणीं\णसङाह-८०/३००८

विनोक 1.7 AUG 2004

, जिल अर्था, प्राप्त जी रोड, घाडकोपर, मुंबई ७७ यांचा है, १६/५/२००४ व्याजान अर्ज : ,६०६ ार १त्रा भि एवंस ,कि प्राधासक के के के प्राधास भी अपेश भी शहा रा. ३०३, (6 -: 10171F

(६) तो १९५१ छोटिक छोट पिठ मिलकुंग शिमान पिठ जिस्मिशीर मक्षप्र म जिस्मिशिकानी प्रमाध ४००५/३:১२ क्षान्स २०/७८ रिव्यक्षित का जानमान कर हो। ८७/०४ हिन्स जिन्ह १६/५०४

. में 5 |णिठ\सिग्निप्र .ता (म) ६००९\१|µ९. झे ३९९-आध्मप्रे|णिठ\१-५।प्रिक्रिप्रप्र .ता (४) २०/८९/६९ कोन्डी २१-७१४म्। १९८-माध्यमिप्रिशिमिक्यु क(६)२००९/८/५९: बी३९९-आध्यम | इंघलीम! e. F र्डाण्डि।तिकागृष्(९ १८,१९/०९, इ. ३९१-ग्रेप्समें)|ईंघरिनम्प्रिडिपिकागृष्ट् , ऋ

४००६/थ/२. ज्ञी १थनी९५/१

, ४००६/४/१ ही ३१ [डिडिडि/सिएएडि-१८८/१००२, में मिकि से गिमाठरा माळधांठ कविक वाष्ट्र , तकशींप्रराग्नातम णिठ

(3 ४.३,९९/४/७१. ही २३६-आएमग्रीभूम-ग्रेशीव्यादश है । १७/८/१ है ।

२७८-वीकि। भूप्रे, दे-५/४-कि। माम . क हम निर्वेक निर्म (निर्माप्ति) गणा प्राप्ता

समित प्रीर्ण ४००९/३/४ . शे चिंक्र प्रार्थन ामानप्रीक्षार जारीय ' काराम एककि ' सनीई प्रजीगर ४००९/५/०१ . जी

र्लाह क्रियाहरूल के क्रिया है। इस क्रियाह क्षेत्र क्रियाह क्षेत्र क ति । १६ साम् नाह साम्राह्म होत्र माह सिम्प क्षेत्र के साह से साह से

क्रिए १५७ । १५५ कामी. एउडया जानेवा रिकार मा विकार श्रेतकी प्रयोजनार्थ वापर करण्याची परनाना मिळण्या वाचर ०७-११४४ किं भीभार ००-११६४४ हाँ क्रिकिनिमर फ्रिकिशम फ्रिशम मे १/१३९ ,मै१/१३९ तालुक्यातील मीने- माजिवड ता. ठाणे येपील स.ने. २८०/४,२८०/१पै,२८०/१पै,४५७ पेर्का. ४१७.पै.

ाम 'काकम एकरिक' कनीई निाम ग्राघ्यां गीर्गर ४०० हो शुंद्र की अधि मुच्यां गीर्छ

্মিট ফিগ্যিই চ্যাম ইকাদ্যাদাক দি সামাদ/চক্ত্যর রিচিত্রিক চার্চিস্ট চাঁদ্রচরী ्यर न्यूअभाष्याङ्ग ऋसीए तारमिष्ट्र ।मान्उँबीर्ष्ट उन्ते क्रींब्र ।क्रिस् र्ताप्ट्रेक ऋसीर ।मांत्रअतार नारमिष्ट

ाधणराह रामा छोत्ताचा तेअसर् रागन्न या भाष्ट्रीर विनिमित्त गण्डम् सि.चि ०८-१६४४ किमै.मि ፍሄ-ደህሠン ድፅሃ 庄 於 조顶과 兩倍中 ,併作 00-59884 ድ羚 후 5/839 ,부5/839,부284 局部 भर्भ में स्वतियोद् कुर्युमुगर "रा, मानीवेड ता.चि. ठाण - माना स.स. २८०/४,२८०/१प, १८०/१प,४७८ ातिमाहे , करंग श्राममधितां होमकाशिगर , कि प्राधीयम कांग्र निष्धिक मिण्लेक हैं हैं हैं हैं अधि में , रीडाप रिक्तिधीरकारी 1नक म्लाक प्रमाध प्रांत्रकाशीक प्रक्रिक्ति कांप्रवृक्ष किशिन इकाष्ट्रांप रिपठ शिकधीरकारी क्षा आधा महाराष्ट्र प्रमान महसूल आधिनयम १९६६ हे अल्ला ४४ अल्ला

गिम पिट्टिस्ट माक्यमंड प्रग्रहम् लिगिष्ठ पिमसाशकन माराधां राष्ट्रम । লাইকের্কালীদ সাদারদ णिठ , দায়ুক চার চার্যাত (দার্গেদ্যট) নাইকে স্থানিত তিই চচাচ

इंदि रिलिमें निष्णित (६

. 計唐 yの-963 '∰ቹ ኦሞልዖ*ት*

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. आरं क्रिकार नोप्रणई न्हरं हिन्नार हिन्द किंकि लिक्कि लिक्किए सिन्निक सिन्नि

तुर्व गिरमाङ्ग कांप्रण्ड गिरम्ध थिमानिय एए जिसिन क्रिक ग्रिक्स विमानिक हो स् चीप्रहें हिंदी हैं। मेरी के लेशा क्षेत्रीनीया वायर व जागरील इंगरनाच्या आणि

कि नालमार नियम विभागतक मित्र 10-3005 थि १६ कोम्झि १३ प्राणमप्र तक्ट स्त्रीाप किडी विजातास्य विकादि जाकी नाउड ६-६३-६ विम . मि. डि उड जाधकंत मध्यनितिषर लिक इंग्लाम -र्लीम निवासाहरू अयम त्यापासी प्रजाहरूमा हुरेस

ने मधनी लिडिम १३९९ मधनी (विष्णात्वास्य कितिहराएनी व क्रवेब कितिरमाव वास्त्रानिमाय) लिसक् मिर्फ प्रोग्रोहम रत लिक्षेट्र सांध्युरक संक्रि कि राग किशीए विज्ञिक्क सांभावक्रमीहर णिठ तत्याम एडडाएक तार एजाफ़िक्षीम क्यू लिए कांस्टी कि उत क्रिस्थ एक्ट छड़छ 3NA मेरियो प्रजानिक तारा है। जाता निकारी प्रियो कियो जाता कार्य निवार कार्य विस्त्र प्रतिकृष्ट रमाइ थानकिए किर्नाट अर्थि सिनिधिए तक्षर निकार विशित्तात के

हित्रकार स्थाय वाढिविण्यांत आला असेल ति रति ति प्राप्त अनुनासक निर्माणका । अस्य क्षित्रका क्षित्रका । अस्य प्राप्त विक्राणका । अस्य । अस किंग्रिक कर में एकीए कि नाम्हें नाम्हें साम्प्रक प्रमाप्त कियान किंग्रिक प्राप्त किंग्रिक प्राप्त किंग्रिक प्राप्त किंग्रिक मुक्ति निक्तिफ तिशाहानु कि तिथिमालाक प्राण्डीवृद्ध कर्ण निद्धाए कि निक्री कि विश्वाद हो कि

, फिडीप किडीम (फ्रिफ्रिडी क्रिनीएए क्रमीस्) कुनाए क्रिकी

कितीमि विमार ाम्प्रिटी काशकम गर्मिटीय निमार सिर्मित . फर्मस काराकन्यं आवश्यक की प्रवासमी मिनाकमी है अशा व्यवतीवर इंप्रांक कार्मक कार्या विविध्ये हैं मारुष्टांछ निष्ट विग्रंघ रिकालीप्रिशमनात्रम णिठ (निरिष्ट) निक्रिक्ट त्रिशाहनुस्ट विभूपप्रणुक्त त्रापत होता होता है। माल विश्वात क्षापत प्राप्त प्राप्त प्राप्त प्राप्त प्राप्त प्राप्त प्राप्त प्राप्त प्राप्त

रेकोम माकां का हो हो निवास प्रमाणेच उविति क्षेत्र निवास निवास मोकि िकिंगार त्रांप्रण कि मिन्नि विषयी प्रिण्य मिलिया राज्य किंगार विषय किंगार विषय किंगार विषय विषय ক্ষমিনি দাপেকিদ দিশ্রিকিয়া দুর্গার্থ কাইছিল ক্ষমিকিছিদি । দ

किया दे सामि कर्तक प्रमुख

छिल्ल माछ । मान नाथलि । एल्लिक निवास्त्र निवास्त्र प्रियास्य प्राप्ति । विद्यास्य प्राप्ति । विद्यास्य प्राप्त मिप्त छप्रामुनीता ।।एस गिन्दी फिक्की छन्ठक नाग्रम जिला ।।एनके इमुम धिमिनम णिष्टि त्राष्ट्रंति क्षेत्र क्षेत्रक विद्याहरू विद्याहरू महरू रत क्षेत्रक विद्यालाल आर्वेक्स र्गकर रात्र निगम किया क्षेत्र कियाययाया असे किया होता होता होत ं फ्रेंस् गुम्लेक क्रियाल डाम्डकेन सीतीर

विप्रज्ञाणक जिनिमिए एन तथ्म हेग्ए किंक त्रमीकिन निर्मित कि निति गष्टक प्रीपि , रिवीप किक तामीकारी रंपप्रतिकडीक प्रणिषद्भा प्रमाण्डणात प्रमाण कार्यन कार्य नमाप ध्रात ाष्ट्रगाए ज्ञार भूखंडाची मोजणी व त्यांचे सोमांका नकक ति महत्व गापिनी मिमिम (व) गिमिस मुखांब रीग्व राउार,किंग तिनिमिस ग्रहार निवित ग्रहार लोहीं नायाम ज्ञांप्र १ए९काशीए किशीएप्राम् तिशिक्षम कि फिलाशीक्षणेत कि जिल्हा शिराहिस्थ

ក្រវៈ विगामिन उर्प थि। विश्वात विश्व क्षित्र क्षति क्षत्र क्षिते क्षित्र क्षित्र क्षित्र क्षित्र क्षित्र क्षित्र क्षत किर्ताणीक रंप्राप्त । मिली कि। अध्या १९९० मह्रेकाप्र । क्रियाप्त । प्रमाण्डी पिम्नाम्प्रम पिष्टा इमारतीच्या बापरावठन जमिनीचा जापर ठरविण्यांत येईल.

. फ्रेन गमक फ्रिस्त प्रणाह प्राणिकानीयम् गिरानाम् प्रणाहेन स्थातिक गाएत म्हेकाध्योष्ट माठ फिलम्बीकाण थानार्गाप्र जिल्लामा कार्यात्व रात्र स्थापन क्राम्ह स्थापन होता स्थापन विधिनार्गक

9 राजती प्रक्री निर्माण, प्रदृष्ट नाम, प्रिपाध , विज्ञीय प्राप्त अवस्त्र भू निर्माण प्रमाण क्रिप्त क्रिप्य जाएए ई १००१/७१-ग्रास्क्रिप्र/पिष्रम्प्र,१,५/१-क्र<u>/लूसूत्र</u>,क्र

१८०८/विक्रिटिसिम् छि

ज्ञान क्षेत्रक क्षेत्रका भूतिक क्षेत्रक साथक स्वाया अथात साथक स्वाया अथात साथक साथक स्वाया स्वया स्वाया स्य ४००९\०१-आ६भप्\पिश्रमप्\१,५\१-क\लमुडम.क 2000g ebevilern

ज्ञाणं क्राप्यं तांत्राप्यं व्यापाद्यं अर्था विक्राण्यं क्राप्यं क्रियं क्राप्यं क्राप्यं क्रियं क्रियं क्रियं किर्नार प्राप्तः नाउउ एकाइनी विभिन्न एक. उत्त विवायनक विवायनक विवायनक तारमाद्य गायनिमीर पाश्चर, छशार कप्राक्षमक्षे क्षेत्र प्राक्षार प्राप्ति हिम्बी सार्व गिर्मि

मिए निर्मा केन्निक ४००१/১/३९ कांन्सी ४००१/१५६ के नेलय (माम विद्याप प्राप्त तिष्ठ ठ रिक्थि --\००२०१.ठ मक्किंग्र कि गिण्लिम किविधात किया प्रवास उद्या '[일]

इतिनिम्ह ११९१६ उत्तर गामार हांघण्डक विण्लीम डिनिमिन म्डूकापामडी म्यामपू .हाम्ट किर्क

त्रमुम फंग्मीरेम्स ग्लीह जाएडीह ए प्राप्तमालकरही प्रम्ति केईप म्ळुग्रेष रुक्ति कंप्सि कंप्सी

. केने काम्परक कड़क होएं विद्युक्त सिक्ति होता करन करने होने हैं

संदरहू आहेश रदद समजण्यांत येईल. व अनुजाशाक्षी धांना अखुकाक परवाताना नियान क्षानवधीत अनुनामी अशा मानीनीवर आवश्यक कि स्पार काधका भाष्टि । । सदर जमीनीन्याः विगरः विज्ञातिका मिर्गर मिर्गर मार्गिक विज्ञातिका मासून एक विष्णा

ि रा लित अशा अशा मरीचे किया केरबदबाचे चालक मंजूर एक जान निर्म प्राप्त जिस्स हाम ,र्घन ामाळ कारक रुर्थन विकार्यक ध्रम कि इब्ले पेस्नामाळ कारा उस विकिर्पक प्रविद्या मंगूर केलेक्या मंखाशाबरहुकम अगोदरच बांधलेल्या इमारतीत अनुज्ञाशाबरह अजे तादर करावा लागेल.

ाजाएकामडाप्त छ जिल्ला होता है। होता है स्वाह स् ज्ञाणीं व्यक्ति । पात्र क क्षित्रकार माज्ञा प्राणी । व्यक्तिकार विवास विवास .िहाम्ह उर्गान्ती.

विगरशेतकी आकारणी) नियम १९६९ यातील अनुसूची पाच मध्यं विलेल्या नमुन्यात एक চ চ্চত্র চারদায় াদ্রাদিদিভ চ্চিত্র দিদিত স্থায়ন্ত্রদ দিদিক্ষ রিায়ান্ত্রদে চাঞ্চিচাটাক ।प्याप्तनीम कप म्प्राप कान्नी ।प्याफक्द मंत्राप प्राप्तमा किर्नाश्त्राणी ।प्यनिमिम्, थर् ं रिशीए निर्मेत संबंधि क्षांत्र । प्रमिन

निमित्र फरिक भारतान मिरालाक्ष जीकि इंड प्राप्त करेंक अर्जनि कि भारत्वाकार्ण ज्या कोणलाही शास्त्रीस पात्र ठरेल एवा शास्त्रीस बाधा न धेक देता ठाण्याच्या ति।प्रावृत्ति । अस् यंज्ञायक प्रावृत्ति । अस्ति स्वाया अनुवाया अनुवायाधील नितिष्ट तिएनपिक किमितिष एकिकि भूम धिमितिमा प्रिमिति जादिस्थे ए एठ १

जाऊन कोणतीही इमारत किया बांधकाम उने करण्यांत आले अरोल किया तरतूदी तिरुदश एडउनिक्रिक राजीएमाएरम गर बिरित रिप्तार क्षितिर विविद्य ध्यम (१६ इंछ रिरिट . ६५९ किया भूखंड अर्जदाराच्या ताब्यात राहू देण्याचा अधिकार असेल.

मान्यार क्रिया क्षेत्र क्षित क्षेत्र हिन क्षेत्र क्षेत्र क्षेत्र क्षेत्र क्षेत्र क्षेत्र क्षेत्र क्षेत्र क्षेत्र ाते अशा-स्ताक्ष उमारलेली इमारत काढ्न राकण्या विषयी किया तीत फेरबरल पाडिता बांधकामाचा वापर करण्यांत आता असेल तर विनिर्देष्ट मुदतीखा

म्ह्रकातिग्राङ क्षिप्राह्मिर प्रेष्ठ एकि प्रिक्ष प्रिक्ष क्षिप्रक मुक्कि काम्या प्रक्रिक क्षिक्ष काम्या क्षिप्रक रुडछर, क्रोर । इस्री प्राप्तकाड मुडाक माकाशंष्ट क्रिय क्राप्ति । क्रिया क्रिय



रिकं हिम्मिन

णिठ .जि.क्त इंडीजिम .ए

अपनात द्रापताता विनास करें द्रापताता विनाम वस्तमाई कृत्मगर प्राभिगम निर्म नार्शिगोल मिमाल्यर्ड टाँग .सं.प्राधिःस्

णिठ गित्रश्रीकारी (网络运用机,即形)

선원\-लिति क्राक्निष्ठं कि मानमाद किनिव्स प्रमित कितिर हाप मांवण्डक रहे मातायांच । ज्ञार निहः च लिति। इत्र साम मांगण्डकः लिखान । जाहा । वाहा । वाहा । वाहा । ९२ सारक रं ३३१९ सप्रनिधिष्ट निरुशान काष्ट्रीग्राष्ट्र प्राग्नाम के विमाग्नाम भारत साम्राप्त ल्गाएडंस् इन्छेड्डम ।जाए महेक लिक्ष स्थित ।माल्यांक प्राप्त भाषणके मालखांक ।जाए तिरितिया ग्राह्मकान माकाशाव लिखीक घ्रांप्र किलीमिश्रान्तवम णिठ निाप्र विविधावित्र ६६ न्यायालपाचा आदेश विकातकर्ते यांचेतर वंधनकारक राहील.

कागीडिंकि इमित किंगि विष्य किंक मिकिविकिक्यम रिव्यावक विपान माम्जार एगेमिनी ाठ तितः नाष्ट्रिम , नोम्यम एई छि।आसाक प्रति नोम्यम सहम्बन्ध छिन्छेक , ९९ , रिधीए किंके मांकांश्रह

निग्ध ति।शाह्नेन्छ. १९ नार किले मिरु

क्रमकुङ्गुराहातक भूष्मं लिडिक घ्रांष्ठ किलीएमानातम णिठ

प्रायम प्रायम क्षेत्रक ४०००१/३१ . जी ९९९५/३१९ . त्र किमाप क्षितक विष्ट प्रायम प्रायम (म्रहंड नोहरूक) रख तिरितापक (हाम मितिर्णाक्य हिर्माङ प्राध्य मिति उ रिम्रिक) -१९८८, में हैं के मक्कर उम्माम माज्यिकाम किर्मादराम्ही निर्माप विस्ताहित्तर ०९ .लिति लापू छोतील. त्या उपवंधाच्या आधन जातेल.

ग्राप्तिक तिविद्य प्रम्पः ग्राप्याण्यक्ष प्रदेग्य वितिर्णक विविद्या क्षत्राणिक रात्र । प्रण्या त्राजमांट किंं ।एन १एछप्राप्त, इ मणनीशील काजीएप्रांम पिति मधनीशील काथान्यमार अर्गात्राम , २४१९ : मप्राचीक्षार मिन्याम म आधानाम अर्थातामम । १४४८, महाराष्ट्र +0008 abavilam

४००१/०१-ग्राहमप्रोग्राम्योशः ५/१-व्योग्राहमः वर

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ANNEXURE-3



tificate No. 3412



THANE MUNICIPAL CORPORATION, THANK

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

इमारत टाईप A: Lower Ground + Upper Ground + Upper Stilt + १ ते ८ मजले,

इमारत टाईप B: Lower Ground + Upper Ground + Upper Stilt + १ मजला,

इमारत टाईप C: Lower Ground + Upper Ground + Upper Stilt + १ मजला,

इमारत टाईप D: Lower Ground + Upper Ground + Upper Stilt + १ ते २९ मजले.

V. P. No. S04/0100/16 (2002/81) TMC/TDD 2271/17- Date: 05 08 2017 To, Shri/Smt. १० फोल्डस् आकिटेक्टस् अण्ड कन्सल्टर्स्स्ट्रेस्ट्रिनांस्टर्स्

स्रोभ्भार के लिण्ड डेव्हलपमेंट कॉपीरशन (मालक) (Owners)

में, विनायक डेव्हलपर्सचे भागीदार श्री जयेश चंद्रकात शहा व इतर २ (कुलमुखत्याधारक)

With reference to your application No १२७० श्वासंत २१/०१/२०१७ 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 प्रमाणे in village माजिवडे Sector No. ४ Situated at Road / Street S. No. / C.S.T. No. / F.P. No. खालील प्रमाणे

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.

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.

स.क्र.२८०/१ओ, २८०/१वी, २८०/४, २८९/२ओ, २८९/२वी व ४१५

५) सी.सी. पुर्वी कामगार कल्याणकारी उपकर भरणे आवश्यक.

ह) सी.सी. पुर्वी पर्यविर्ण विभागाचा नाहरकत दाखला सादर करणे आवश्यक:

७) सी.सी. पुर्वी L.B.T. चा भरणा करणे बाबत विकासकांचे हमीपत्र तसेच वार्षिक उलाढाल ५० कोटीपेक्षा कमी असल्याबाबत सनदी लेखापाल यांचे प्रमाणपत्र सादर करणे आवश्यकः

८) सी.सी. पुर्वी आर.सी.सी.तजांचे स्वाक्षरीसह नकाशे व प्रमाणपत्र सादर करणे आवश्यक.

९) सी.सी. पुर्वी जागेवरील महिला कामगारांच्या संख्येबाबत व पाळणाघराबाबत हमीपत्र सादर करणे तसेच कामगारांकरीता स्वच्छतागृह बांधणे आवश्यक.

१०) सी.सी. पुर्वी प्रस्तावातगति भुखंडाक्र रीता भोगवटा व भार विनिश्चिती बाबत वाखुला सादर करणे आवश्यक

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

Issued Transfer William

म् नगर रचना अंदरकोरू वर्षे स्ट्रिकेट

सहाद्यक संवालक नगर रचनो अस्त्र अस्त्र स्थान

सहर निकास विकास योजना राजिसहानगर प्रतिका, राजि

(P.TO]

हित्रिसां दिवासूम् , होस क्टूह क इ.भ स्थितक विषयकानित्रमेहरू क्तिक प्रमुख्या क्यानाम विद्या कामा स्थापनाम । अर १ मिल्याहरू एक क्रांच्यात्र अत्युव्यक्तामभाने एहणेले छावकी र्मन्तर वित्रक रू सिक्सिक प्राप्तितालक द्राहरू

Kuniquei s ino X &

Municipal Corporation of

गामका मात्केन प्रजास

क्रीताचे प्रारूप नियमावलीनुयार वापर परवान्यापुर्वी युत्ता करणे आवश्यक राहील

जाहीर सुनता के सामगार्थावितिरित्रियोओकार १००००० है है १०००० है वित्रोद्ध भाषा 🗸 प्रहागांद 📆 अंदर्श 🗇 अंदर्श

महानगरमा जबाबदार राहणार नाही. त्याचे निराकरण करणेची जबाबदारी भुखंडधारकर विकासकत यांची

.(१६

नियमानुसार आवश्यक तो शुल्के वेळोवेळी भर्णे आवश्यक क्रिकामास समित होता करणार नाही. उत्तर विषयि विषयि विषयि समित होता मित्र होते होते हैं हैं कि विषयि है कि विषयि

रहितील, ठीमभी त्यास जबाबदार रहिणार नाही.

भुखडाचे मालकी हक्काबाबत्त/हप्दीबाबत काही वाद निर्माण हाल्यास-त्यास स्वेक्स कर्ते कुण्यमा प्रांचाक (2,5

क्यायीन्वत करणे आवश्यक.

वातर तरवान्तातेची उद्वाहन बाबप संबाह्मय विमागांकडीय अनेवात्या संगातात्र सादर केला

वापर परवान्यापुर्वी वृक्ष, पाणी, स्ट्राम वॉटर ट्रेन व मलःनिसारण विभागाचा जाहरकत दाखला सादर करणे

The state of the s

म्हाडा इमारतीना इस्तांतरील कुरु न वापर प्रत्वाना भेतृत्याष्ट्रियाच विकासकाचे इतर हमारतीना वायर प्रत्वाना

नापर परवान्यापुर्वी सोलार बोंटर हिंदीग व रेन बॉटर हावेस्टीग फिस्टीम कार्यान्त्रीत कुरणे आवश्यक राहील.

.केम्परोध एंग्ल ग्राप हाणामार डिलिबॉर्ज व्याहा. मि. मि. ग्राह वितवादा सार्वा सार्वा सार्वा कार्य वाव विकास

जीत्यापुरी व वापर परवात्यापुरी मियोजीत इमारतीची संरचना प्रेट Code हें ६६३३ व ४३६२ मधील

१९) मास्यापुनी स्टॉर्म बॉटर द्रेनेन पुणीत्वाचा पाखता सावर करणे आवश्यक.

जीता प्रमाणपत्रापुर्वी नगर भुमापन कार्यातयांकडील मोजणी नकाशानुसार मुखंडाच्या हुद्दीवर कुपण मित बांधणे नकाशानिमार हर्ददीय काही बदल असल्याम स्यानिमार सिंगारीय नेकार्य मन्यर करन मुणे आवर्ष्यकः

सादर करणे आवश्यक व त्यानुसार सुधारीत ७/१२ उतार सादर करणे अविश्वक तसेन सदर मोजणी

जोत्सापुर्वी विषयांकीत भुखंडाकरीता उपअधिक्षक भुमि अभिलेख कार्यालचील हुट्ट कायम मोजणी नकाशा <u>सीटर करेंगे ओवरुतक.</u>

जीलपुर्वी रस्त्याखातील व खेळाचे मेदान आरक्षणाखातील क्षेत्र ठामपुष्या नाव केल्याच स्वतंत्र ७/१३ उतारा

याम स्वरं करणेतवी मीकळर्शा जागेचा कर भरणे आवर्श्वक

अवश्यक व तो अंतिम वापर परवाना प्रदान करेपचैत कायम ठेवणे आवृष्ट्रयुक. काम सुरू करणयापुदी (नियोजित् इमारतीची सित्रिर्तर माहिती द्युविणारी माहिती मत्तुक भुखडावर लावण . (B}

सी.पन. पुर्वी द तद्नंतर दर तीन महित्यांनी जागेवरील कामा बाबतूचे विकासक व वा.वि. याचे हुमीपत्र सादर (48 १ ०० मी. अंतर्गत तथार करणे आवश्यक प्रहिल

वी.सी. पुर्वी ४०.०० मी. डी.पी. एस्त्यापासुन नकाशात दशीवलेला अंतर्गत ४०.०० मी. डी.पी. रस्तापासुन

काखल केलेल्या अपीलाबाबत जोपरीत आतम निर्णेय होत नीहीं तीपरीत इमारत क. सी में सी.सी. अदा करता

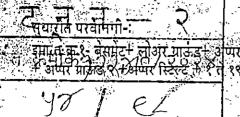
किनार थे जोग्रां व तावा मावती मार के प्राप्त के का वश्य के हो। हो हो से अपराप्त के का किना के हो। सी.सी. पुर्वी रस्त्याखालील व खळाचे मेदान ऑरक्षणाखालील क्षेत्र लामुपाकदे हस्यावरीत करणबाबतच सरफेस ट्रेनचे काम जोत्यापुर्वी पुर्णं करणे आवश्यक

सी.सी. पुर्वी मा.अधिक्त सी. यानी Ease Of Doing Business सदमीत दि.०३/१९/२०१५ रोजीच्याः

्यी.सी. तेवा मेल्स आग्नियाम विमागाकडाच नाहरकच दावचा साहर मेरती आवर्षकक

から 登出の の

ANNEXURE-4





Certificate No.

4269

THANE MUNICIPAL CORPORATION, THANE

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

गैरत इ.२- वैसमेंट+ लोअर प्राऊंड+ अप्पर प्राऊंड १+ अप्पर प्राऊंड २ +अप्पर स्टिल्ट + १ ते ३८ मजले फिटनेस सेंटर इमारत क्र.१ व २ च्या अपूर स्टिल्ट मजल्यावर, े क्तव हाऊस : तळ + १ मजला (एलिव्हेटेड आर.जी.मध्ये) सी.सी.:- इमारत क्र.१ व २- बेसमेंट+ लीअर प्राऊंड+अंप्यर ग्राऊंड १+अप्यर ग्राऊंड २ +अप्यर स्टिल्ट +१ ते ३ मजले करीता फक्त ि फिटनेस सेंटर : इमारत क्र १ व २ च्या अपर स्टिल्ट मजल्यावर, क्लव हाऊस : तळ + १ मजला (एलिव्हेटेड आर.जी. मध्ये)

V. P. No. S04/0100/16 (2002/81) TMC/TDD /311/13 Date: 24/08/2019 Shri / Smt. १०फोल्डम् आर्किटेक्टस् अँण्ड कन्सल्टंटस्Architect)

Shri में आर. के. लण्ड डेव्हलपमेंट कापारशन (Owners) मे विनायक डेव्हलपूर्सचे भागिदार श्री. जयेश चंद्रकांत शहा व इतर २ (कुलमुखत्यारपत्रधारक)

With reference to your application No १४८१६ dated १८/०३/२०१९ for development permission / grant of Commencement certificate under section 45 & 69 of the the Maharashtra Regional and Town Planning Act, 1966 to carry out developement work and or to erect-वरील प्रमाणे in village माजिवडे 💆 Sector No. Y Situated building No. S. No. / C.S.T. No. / F.P. No. — पालीत प्रमाणे at Road / Street

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.
- 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 de 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.

स. क्र. २८०/१ओ, २८०/१वी, २८०/४, २८९/२ओ, २८९/२वी व स. क्र. ४१५ मौजे माजिवडे

- टामपा/शविवि/२३७१/१७वि ०५/०८/२०१७ होजीच्या सुधारीत परवानगी मधील सर्व संवधित अटी बंधनकारक रहितील
- उर्वरीत सी.सी. पुर्वी-नोंदणीकृत Tribasta Dead ज उट्टा फर्ट्या करने करने कराई सहास्त्रक के रहा है। इमारत क्रार्ट व र च्या रेट क्या किला कर कर कर कर कर है। नाहरकत दांखला सादर करने खाउँ
- काम सुरु करणेपूर्वी वृक्ष विभागक्ति हाहरच्य द्वाउटा घेले. आवरचक राहील

WARNING PLEASENOTE THAT THE DEVELOPMENT IN CONTRAVENTION OF THE APPROVED PLANS AMOUNTS TO COGNASIBLE OFFENCE PUNISHABLE UNDER THE MIAHURASHTRA REGIONAL AND TOWN PLANNING FCT. 1966

Office No. Office Stamp Yours faithfully,

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2505/OCCEGETTE FEE

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ANNEXURE-4 (A)



Certificate No. 4510

THANE MUNICIPAL CORPORATION, THANE

Regulation (Registration No. 3 & 24) SANCTION OF DEVELOPMENT COMMENCEMENT CERTIFICATE इमारत क्र.१ चे ४ ते १७ मजले व इमारत क्र.२ चे ४ ते १७ मजले करीता फ़क्त

To, Shri/Smt. १०फोल्डस अफिटेलरस अण्ड कन्सल्द्रस्सि: (ज्ञलमुखत्यारधारक) पे. आर के लॅण्ड डेव्हलपर्स के भागीदार श्री-नयेश चंद्रकांत शहा व इतर२ (कुलमुखत्यारधारक) With reference to your application No. ४७२१ dated २२/०८/२०१९ 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. चरील प्रमाणे in village <u>माजिबडे</u> Sector No. <u>४</u> Situated at Road/Street S. No./C.S.T. No./F. P. No. <u>उत्तलि प्रमाणे</u> 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. स.क. २८०/१ओ, २८०/१ओ, २८०/१ओ, २८०/१ओ, २८९/२ओ, २८९/२ओ च स.क.४१५ ५) परवानागी क्र. टामपा/शिविव/३१११/१९ दि.२४/०६/२०१९ मधील सर्व संबंधित अटी विकासकांवर बंधनकारक राहतील. ६) शासनाकडे दाखल अपिलासंदर्भात जो काही निर्णय लागेल तो विकासकांवर बंधनकारक राहतील. १७) इमारत क्र.१ च या १७व्या मजल्याचे वरील मजल्याचे काम सुरु करणेपुर्वी High Rise Committee (HRC) कडील नाहरकत दाखला सादर करणे आवश्यक.	V. P. No. S04/0100/16 (2002/81) TMC/TDD/3552/21 Date: 9/2/2024
भे. आर के लॅणड डेव्हलपोट कॉपोरेशन (मालक) Shri	
With reference to your application No. ४७२१ dated २२/०८/२०१९ 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. चरील प्रमाणे in village <u>पाजित </u> Sector No. <u>४</u> Situated at Road/Street <u>S. No./C.S.T. No./F.P. No. Taicher union</u> 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. स.ज्ञ.२८०/१३१, २८०/१वी, २८०/४, २८९/२३१, २८९/२वी व स.ज्ञ.४१५ ५) परवानागी क्र. टामपा/शिविवि/३११९/१९ दि.२४/०६/२०१९ मधील सर्व संबंधित अटी विकासकांवर बंधनकारक राहतिल. 5) शासनाकडे दाखल अपिलासंदर्भात जो काही निर्णय लागेल तो विकासकांवर बंधनकारक राहील. तोपर्यंत इमरत क्र.२ च्या वरील ३५ ते ३८ व्या मजल्याचे सी.सी. राखुन टेवणे आवश्यक राहील. 9) इमारत क्र.१ व २ च्या १७व्या मजल्याचे वरील मजल्याचे काम सुरु करणेपुर्वी High Rise Committee	मे. आर के लॅण्ड डेव्हलपमेंट कॉर्पोरेशन (मालक)
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. चरील प्रमाण in village <u>माजिबर्ड</u> Sector No. <u>४</u> Situated at Road/Street ——————————————————————————————————	मे . विनायक डेव्हलपर्ता चे भागीदार श्री जये श चंद्रकांत शहा व इतर२ (कुलमुखत्यारधारक)
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 4) This permission does not entitle you to develop the land which does not vest in you. स.क. २८०/१ओ, २८०/१ओ, २८०/४ओ, २८९/२ओ, २८९/२ओ व स.क. ४१५ ५) परवानगी क्र. ठामपा/शिववि/३१११/१९ दि.२४/०६/२०१९ मधील सर्व संबंधित अटी विकासकांवर बंधनकारक राहतील. ६) शासनाकडे दाखल अपिलासंदर्भात जो काही निर्णय लागेल तो विकासकांवर बंधनकारक राहील. तोपर्यंत इमारत क्र.२ च्या वरील ३५ ते ३८ व्या मजल्याची सी.सी. राखुन ठेवणे आवश्यक राहील. ७) इमारत क्र.१ व २ च्या १७व्या मजल्याचे वरील मजल्याचे काम सुरु करणेपुर्वी High Rise Committee. 	 the land vacated in consequence of the enforcement of the set back line shall form Part of the public street. 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. The development permission / Commencement Certificate shall remain valid for a
स.क्र.२८०/१ओ, २८०/१बी, २८०/४, २८९/२ओ, २८९/२बी व स.क्र.४१५ ५) परवानगी क्र. ठामपा/शिववि/३११९/१९ दि.२४/०६/२०१९ मधील सर्व संबंधित अटी विकासकांवर बंधनकारक राहतील. ६) शासनाकडे दाखल अपिलासंदर्भात जो काही निर्णय लागेल तो विकासकांवर बंधनकारक राहील. तोपर्यंत इमारत क्र.२ च्या वरील ३५ ते ३८ व्या मजल्याची सी.सी. राखुन ठेवणे आवश्यक राहील. ७) इमारत क्र.१ व २ च्या १७व्या मजल्याचे वरील मजल्याचे काम सुरु करणेपुर्वी High Rise Committee	period of one year Commenceing from the date of its issue.
	स.क्र.२८०/१से, २८०/१बी, २८०/४, २८९/२से, २८९/२बी व स.क्र.४१५ ५) परवानगी क्र. ठामपा/शिववि/३१११/१९ दि.२४/०६/२०१९ मधील सर्व संबंधित अटी विकासकांवर बंधनकारक राहतील. ६) शासनाकडे दाखल अपिलासंदर्भांत जो काही निर्णय लागेल तो विकासकांवर बंधनकारक राहील. तोपर्यंत इमारत क्र.२ च्या वरील ३५ ते ३८ व्या मजल्याची सी.सी. राखुन ठेवणे आवश्यक राहील. ७) इमारत क्र.१ व २ च्या १७व्या मजल्याचे वरील मजल्याचे काम सुरु करणेपुर्वी High Rise Committe

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

स्ताबिशाले मब्ब क्वाइण्डिट्टिश्विल म् क्रिमें तसेव डिकास नियंत्रण प्राथमान्तीतसात बोक्सीक स्वा प्रशासम्ब न प्राथमान्तीतसात बोक्सीक स्वा प्रशासम्ब न प्राथमान्त्र वस्य तस्य स्वाप्ता स्थानमान्त्र व प्रशासम्ब क्यावणात्र गुन्ता आहे. त्यासाठी जास्तीत जास्त ३ वर्षे केट व म. 4000/- एहं होक शकतो."

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Yours faithfully,

कार्यकारी अभियंता, Municipal Corporation of the city of, Thane.

Scanned with CamScanner

ANNEXURE-4(B)

Amend. Permission: - Building No.1 :- Base, + Lw. Ground + Upp. Ground - A+ Upp.Gr. - B + Upper Stilt/(Fitness Centre) / Podium + 1st to 37st Building No.2: Base. + Lw. Gr. + Upp.Gr. - A+ Upp.Gr. - B + Upper Stilt/ (Fitness Centre) / Podium + 1st to 42nd fl:



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SANCTION OF DEVELOPMENT	J
	er Stilt/(Fitness Centre)/Podium
+ 1st to 5th floors	· ·
Building No.2: - Base, + Lw.Gr. + Upp.Gr A+ Upp.Gr B + Up	per Stilt/(Fitness Centre)/Podium
+ 1 st to 30 th floors	
V. P. No. S04/0100/16 (2002/81) TMC/TDD / 4332/23	Date: 17/03/2025
To, Shri / Smt. _{10फोल्डस् आर्किटेक्टस् अँण्ड कन्सल्टंटस् (Architect)}	
Shri मे. विनायक डेव्हलपसे (मालक) (Owners)	
22.25)
	•
The development permission / the commencement certificate is granted s conditions.	subject to the following
	k line shall form Part of
	· ·
2) No new building or part thereof shall be occupied or allowed to be	e occupied or permitted
to be used by any person until occupancy permission has been gran	ited. Il remain valid for a
	II , remain valid for a
	s not vest in you
4) This permission does not entitle you to develop the taild which does	289/2/2/4, 289/2/2/5.
4.50. 280/1/2/2, 280/1/3/1, 200/4/1, 200/4/2, 207/2/2/2, 207/2/2/3, 207/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2/	15/1/5
289/2/4/1, 289/2/4/2, 415/1/1, 415/1/2, 415/1/3, 415/1/4 @ (15/1/4)	ed Development Plan and
5. This permission is being issued as per the provisions of salicitoric	oined from any department of
UDCPR. If any other statutory permission, as required to be obtained to be obtain	amed from any department of provisions of any other
the State or Central Govt. Departments/undertakings under the p	in such permission from the
laws/rules, it shall be binding on the owner/developer to be obtained by the shall be binding on the owner/developer to be obtained by the shall b	In such permission from the
	SEASON STATE
cancelled,	THE PARTY OF THE P
6. Information Board to be displayed at site iii Occupation Certific	76 P
	* य <u>डि</u>
WARNING: PLEASE NOTE THAT THE DEVELOPMENT IN	
Registration No. 3 & 24) SANCTION OF DEVELOPMENT COMMENCEMENT CERTIFICATE mended C.C.: Building No.1: Base, t. Lw.Gr. + Upp.Gr. A+ Upp.Gr. B. + Upper Still/(Fitness Centre)/Podium + 11 st to 50 st floors Building No.2: Base, + Lw.Gr. + Upp.Gr. A+ Upp.Gr. B. + Upper Still/(Fitness Centre)/Podium + 11 st to 30 st floors V. P. No. SOJ/0160/16 (2002/81) TMC / TDD / 432 2 2 2 Date: 17/63 202/1 To, Shri / Smt. However sufficient and 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. वर्षाक्षामणी in village History out development work and or to erect building No. वर्षाक्षामणी in village History out development work and or to erect building No. वर्षाक्षामणी in village History out development work and or to erect building No. वर्षाक्षामणी in village History out development work and or to erect building No. वर्षाक्षामणी in village History out development work and or to erect building No. वर्षाक्षामणी in village History out development work and or to erect building No. वर्षाक्षामणी in village History out development work and or to erect building No. वर्षाक्षामणी in village History out development work and or to erect building no. activations. 1) 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. H.E. 2801/21, 2801/31, 280/41, 280/41, 280/41, 280/412, 289/2123, 289/2144, 289/2125, 289/2141, 289/2141, 280/41, 280/41, 280/412, 289/2125, 289/2141, 289/2125, 289/	
AMOUNTS TO COGNASIBLE OFFENCE PUNIS	HABLE *//
UNDER THE MAHARASHTRA REGIONAL AND	TOWN
PLANNING ACT, 1966	
Vours	Shirkfully
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No.	
Date ————— Municipal C	Corneration of
Issued — the city	of, Thane. P. 7. 0

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प्राची क्रिमीक कि शिंह opment Permission reserved land/ amenity space/ road widening land is to be handed over to the authority in the lieu of incentive FSI, if any, then necessary registered transfer deed shall be executed in the name of authority before issue of commencement certificate & Separate 7/12 extract/PR Card for area shall be submitted within 6 month from C.C. If required.

- 8. All the provision mentioned in UDCPR, as may be applicable, shall be binding on the owner/developer.
- 9. Provision for recycling of Gray water, where ever applicable shall be completed of the project before the completion of the building and documents to that if at shall be submitted along with the application form of occupancy.
- 10. Lift Certificate from PWD should be submitted before Occupation Certificate, if applicable.
- 11. Permission for cutting tree, if necessary, shall be obtained from the tree authority. Also the certificate/letter for plantation of trees on the land, if required under the provision of tree act, shall be submitted before occupation certificate.
- 12. Authority will not supply water for construction.
- 13. Areas/cities where storm water drainage system exists or designed, design and drawings from Service consultant for storm water drainage should be submitted to the concerned department of the authority before Commencement Certificate and completion certificate of the consultant & TMC dept. in this regard shall be submitted along with the application for occupancy certificate.
- 14. The owner / developer shall submit the completion certificate from the service consultant, the authority for completion of the septic tank or proper connection to the sewerage system of the authority or sewage treatment plant (where ever necessary).
- 15. ठामपा/शिववि/3552/21 दि.09/02/2021 रोजीच्या सुधारीत परवानगीमधील सर्व संबंधित अटी बंधनकारक राहतील.
- 16. वापर परवान्यापुर्वी सी सी टिव्ही यंत्रणा कार्यान्वित करणेची जबाबदारी विकासकावर तद्नंतर सोसायटीची राहील.
- 17. वापर परवान्यापुर्वी रेन वॉटर हार्वेस्टिंग व सोलार वॉटर हिटींग यंत्रणा कार्यान्वित करणेची जबाबदारी विकासकावर तद्नंतर सोसायटीची राहील
- 18. वापर परवान्यापुर्वी आर.सी.सी. तज्ञांकडील स्टॅबिलीटी प्रमाणपत्र सादर करणे आवश्यक राहील.
- 19. वापर परवान्यापुर्वी पाणी, ड्रेनेज व वृक्ष विभागाकडील अंतिम नाहरकत दाखला सादर करणे आवश्यक राहील
- 20. Mean Sea Level नुसार नियोजित इमारतीची उंची १५०.०० मी. पेक्षा जास्त असल्याने, १५०.०० मी. वरील मजल्यांच्या सी.सी. पुर्वी Airport Authority of India (AAI) यांचेकडील नाहरकत दाखला सादर करणे आवश्यक राहील.
- 21. सुविधा भुखंडाबाबत शासनाचे सुचना/निर्देश प्राप्त होईपर्यंत इमारत क्र.1 मधील ६ ते ८ पर्यंत मजल्याची सी.सी.राखुन ठेवण्यात येत आहे.
- 22. वापर परवान्यापुर्वी Premium FSI व Ancillary FSI करीताची रक्कम व्याजासह (8.5%) याप्रमाणे भरणा करणे आवश्यक राहील

"मंजूर पकाशानुसार निर्माण ते काण होसे से पिकास निर्माण कियो किसी कुरान अगुरुपत स्थाप के पराचाया न थेला पार्थकीम बाह्य कुर्यण, महाराष्ट्र प्रावेशिक व रागर रचना आधानियसक्य केलम अ अगुसार वज्यक्षणाव मुक्ता आहे. त्यासाटी जारती नास्त ३ वर्षे थेल व रह ५०००/ वंड होक संकत्

Yours Faithfully,

Executive Engineer,
Town Development Department

Municipal Corporation of the City of Thane.

ANNEXURE- 4(C)

DRC No. 71 (Const. Amenity)



Certificate No. 5400

THANE MUNICIPAL CORPORATI

Regulation No. 2.6 & 2.7 of UDCPR 2020

(Registration No. 3 & 24)

SANCTION OF DEVELOPMENT

PERMISSION/ COMMENCEMENT CERTIFICATE

Building No.1: Basement + Lower Ground+Upper Ground A+Upper Ground-B+ Upper Stilt /(F.C.)/ Podium+ 1 to 42 Flrs, Building No.2: Basement + Lower Ground+Upper Ground A+Upper Ground B+ Upper Stilt/ (F.C.)/ Podium + 1 to 42 Firs.

	VPNo	S04/0100/16 (2002	2/81) TMC/	TDD/4465	23	Date: 25/08/2	.023
	To, Sh	ri / Smt.l <u>0 Folds Arch</u>	itects and Consultant	s. (Architect)			
	SI	nri M/s. Vinayak De	velopers	_ (Owners) .			
	W	ith reference to your a	pplication No. 1072	0 dated 28/0	03/2023 fo & 69 of the th	r development e Maharashtra	
,	Regional building l at Road/	and Town Plannin No. As above Street 20.00 mt. & 40	g Act, 1966 to c in village M .00 mt. wide Road	arry out develor ajiwade S. No./C.S.T.1	Sector No. 4 No. /F. P. No. 4	Situated As below	
	condition 1) Ti ti 2) N to 3) Ti p 4) T	is. the land vacated in conceptible street. to new building or particle be used by any personate development perfection of one year Combins permission does not be used.	sequence of the enfo t thereof shall be occ n until occupancy pe nission/ Commence menceing from the ot entitle you to deve	orcement of the s cupied or allowed ermission has been ement Certificated date of its issue.	set back line sha ed to be occupie en granted. te shall rema ch does not ves	all form Part of ed or permitted ain valid for a tin you.	
							,
	•••••	9/2/2/5, 289/2/4/1, 2 89/	/2/4/2, 415/1/1, 415/	1/2, 415/1/3, 415/	1/4 a 415	/1/5•	
)	6) Air Port	Authority of India (AAI) • अदा केलेल्या दि:				
	7) Mechani বি.18/08/ ৪) अग्निशमन	2022 - ਸ਼ੀਜ਼ੀਵੀ ਵਸ਼ੀਸ਼ਤੇ ਰਿਲ	प्रकांतर संधनकारक राहर	नील.			
		वेभागाकडील दि.30/05/202	23 • • •	भाहरकत दाखल्यातील	ਜ अटੀ' * * '* *		
ন্ধান ক ক্ষািক কেন্দ্ৰ	WARN	ING: PLEASE NO CONTRAVE AMOUNTS T UNDER THE PLANNING	TE THAT THE INTION OF THE TO COGNASIBLE MAHARASHTI	APPROVED F E OFFENCE I RA REGIONA	LANS // C PUNISHABE	ation of	REGISTRAR
स्कर्णा थु							
		With reference to your application No. 10720 dated 28/03/2020 permission / grant of Commencement certificate under section 45 & 69 Regional and Town Planning Act, 1966 to carry out developement puilding No. As above in village Majwade Sector 17 No. / Exercised Sector 18 No. / C.S.T. No. / Exercised Sector 19 No. / Exercised Sec					

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ANNEXURE-5



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: P51700022994

Project: Mahavir Spring - Tulip - Phase 1, Plot Bearing / CTS / Survey / Final Plot No.: S No 280/4/1,415/1/4,289/2/4,289/2/4/2,415/1/5 at Thane (M Corp.), Thane, Thane, 400610;

- 1. Vinayak Developers having its registered office / principal place of business at *Tehsil: Kurla, District: Mumbal Suburban, Pin:* 400077.
- 2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the
 allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate
 (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates
 of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be
 maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose
 as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
 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.

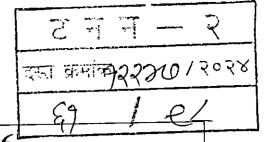
- The Registration shall be valid for a period commencing from 08/11/2019 and ending with 30/12/2025 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and 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.

Dated: 21/08/2023

Place: Mumbai/

Signature valid
Digitally Signed by
Dr. Vasant Premanand Prabhu
(Secretary, MahaRERA)
Date:21-08-2023 17:39:50

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





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: P51700022995

Project: Mahavir Spring - Daffodils - Phase 2 Plot Bearing / CTS / Survey / Final Plot No.: S No 280/4/1,415/1/4,289/2/2/4,289/2/4/2,415/1/5 at Thane (M Corp.), Thane, Thane, 400610;

- 1. Vinayak Developers having its registered office / principal place of business at *Tehsil: Kurla, District: Mumbai Suburban, Pin:* 400077.
- 2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the
 allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate
 (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates
 of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be
 maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose
 as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
 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 08/11/2019 and ending with 30/12/2025 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
- 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.



Dated: 22/11/2023 Place: Mumbai

(:)

Signature valides

Digitally Signed by

Dr. Vasant Femaliand Problem

(Secretary Mahareera)

Date: 22-1 il-2025 d 4:25:55

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

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ANNEXURE-7



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: P51700045504

Project: Mahavir Spring -Daffodils-P3 , Plot Bearing / CTS / Survey / Final Plot No.: S No 280/1A, 280/1B, 280/4, 289/2A, 289/2B,415 at Thane (M Corp.), Thane, Thane, 400610;

- 1. Vinayak Developers having its registered office / principal place of business at Tehsil: Kurla, District: Mumbai Suburban, Pin: 400077.
- 2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
 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 24/05/2022 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
Digitally Signed by
Dr. Vaşant Premanand Prabhu
(Secretary, MahaRERA)
Date:24-05-2022 11:04:30

Dated: 24/05/2022 Place: Mumbai

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

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ANNEXURE-8



SURINDER KAUR RAO

B.A. LL.B.

Advocate High Court & Notary (Govt. of India) Regn. No. 2957/2005 Thane & Mumbai



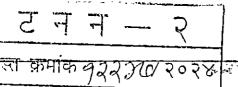
LEGAL TITLE REPORT

To,
M/s Vinayak Developers
at Meghdoot, Vallabh Baug Lane,
Ghatkopar (East), Mumbai 400077



- (I) I have investigated your title to the property bearing,289/2/2/4, 289/2/4/2, 280/4/1, 415/1/4, 415/1/5 At Village —Majiwade Dist, Tal. & Dist.Thane within the limits of Thane Municipal Corporation (hereinafter referred to as "the said property")
- (II) I have also perused the search report taken at the office of the Sub-Registrar of Assurances at Thane for last 30 years. I have perused the documents of title in respect of the said property.
- (III) On perusal of the above, it appears that:
- 1. Originally M/s. Arkay Land Development Corporation was seized and possessed of and/or otherwise well and sufficiently entitled to all that piece or parcel of land, hereditaments and Plot situate lying and being at Village Majiwade, district Thane bearing Survey No.280, Hissa No.1 (part), Survey No.280, Hissa No.1 (part), Survey No.280, Hissa No.4, Survey No.289, Hissa No.2 (part), Survey No.289, Hissa No.2 (part), Survey No.415 (part) and Survey No.415 (part) admeasuring 54,392 sq. mts. (53620 sq. mts as per 7/1/3 extracts) alongwith buildings and structures standing thereon, hereinafter referred to as the said "Larger Property".

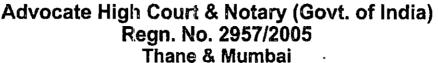
Off.: Rajveer Chambers, Shop No. 3, Kadwa Lane, Jambhli Naka, Thane (W) - 400 601.



Judicature at Bombay



B.A. LL.B.





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By an Agreement dated 2-4-1987 as modified by Agreement dated 19-08-1987 the said M/s. Arkay Land Development Corporation agreed to sell the said Larger Property to one Vasudev Balwant Mane and Uday Gopal Dalvi at the price and on the terms and conditions therein mentioned.

- 3. By a Memorandum of Understanding dated 05-06-1987 made between Vasudev Balwant Mane and Uday Gopal Dalvi of the One Part and the M/s. Vinayak Developers of the Other Part, the said Vasudev Balwant Mane and Uday Gopal Dalvi agreed to sell and transfer the said Larger Property along with the benefits of the said Agreement dated 02-04-1987 & Agreement dated 19-08-1987 to M/s Vinayak Developers on the terms and conditions therein contained.
- 4. Trustees of Diwalibai Mohanlal Charitable Trust claimed to be the Owners of about 7 acres and 13 gunthas out of the said Larger Property and agreed to give the same on lease to the Society for Helpers of Mary and Ma Niketan on the terms and conditions contained in the Agreement dated 19-02-1972.
- 5. Trustees of Diwalibai Mohanlal Charitable Trust and The Society of Helpers of Mary and Ma Niketan filed a Suit being Special Civil Suit No.212 of 1987 against M/s. Arkay Land Development Corporation & Others inter alia for Declaration that they are owners of the portion of the said Larger Property admeasuring 7 acres and 13 gunthas. The said Suit was dismissed and First Appeal No. 985 of 1989 came to be filed by them in the Hon'ble High Court of

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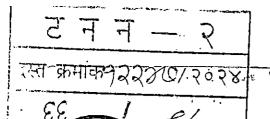




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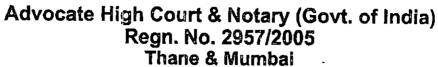
- Charitable Trust and Ma Niketan of the One Part and M/s. Arkay Land Development Corporation and others of the Other Part were mutually settled and Consent Terms came to be filed in the First Appeal No.985 of 1989 whereby Arkay Land Development Corporation and others with the consent of the said Vasudev Balwant Mane and Uday Gopal Dalvi and the you have conveyed part of the said Larger Property admeasuring 20,234.34 sq. mts or thereabout to Diwalibai Mohanlal Charitable Trust and accordingly the said area was recorded on the 7/12 extract of land bearing Survey No.280/1A (P) admeasuring 1546.68 sq. mtrs Survey No.415/P admeasuring 18260.84 sq. mtrs and Survey No.289/2A admeasuring 426.48 sq. mtrs and thus M/s. Arkay Land Development Corporation was left with the remaining portion of the said Larger Property admeasuring 34,392 sq. mts or thereabouts hereinafter referred to as the "Balance Property".
 - Certain disputes and differences had arisen between M/s. Arkay Land 7. Development Corporation of the One Part and the said Vasudev Balwant Mane and Uday Gopal Dalvi and the M/s. Vinayak Developers i.e you are the other part. You alongwith the said Vasudev Balwant Mane and Uday Gopal Dalvi filed a Suit for specific performance against M/s. Arkay Land Development Corporation being Special Civil Suit No.403 of 1994 in the Court of Corporation Judge, Senior Division, Thane which came to be settled and Consent Perms came to be filed therein on 24-06-1994 whereby the said Mis. Arkay Land Development Corporation agreed to specifically perform the said Agreements dated 2-04-1987 and 19-08-1987 in respect of the said Balance Property and at the request of the said Vasudev Balwant Mane and Uday Gopal Datvijagreed convey the said Balance Property in your favour. The said Consent Agriculture further provided that Decree be treated as Conveyance of the Balance Property Dist. Mumbai in your favour. Thane Reg. No. Anso

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As the said Consent Terms dated 24-06-1994 provided that Decree be treated as Conveyance, you have filed a Declaration along with certified copy of the Decree and paid the requisite stamp duty required to be paid thereon as Conveyance and the said Declaration along with copy of the Decree was registered with the Office of the Sub Registrar of Assurance at Thane under serial no. TNN-2-9577 of 2004.

- 9. The Collector has by an Order dated 17-08-1964 and by Order dated 17-08-2004 converted the part of area from agricultural to non-agricultural on the terms and conditions therein contained.
- 10. By Deed of Rectification dated 30-11-2016 read with Deed of Rectification dated 08-02-2017 registered with the Sub Registrar of Assurances Thane under serial No. TNN-9/10349 of 2017 and TNN-9/844 of 2017 respectively You and then trustees of Ma Niketan Society have rectified the area of the Balance Property. As per the said Deed of Rectifications area of the said Balance Property was rectified as 33,386 sq. mtrs. hereinafter referred to as the 'Vinayak Developers Property' from 34,392 sq. mts. or thereabout. Accordingly the rectified area in aggregate admeasuring 33,386 sq. mts came to be recorded on the 7/12 extract in the manner i.e land bearing Survey No.280/1A (P) admeasuring 3353.32 sq. mtrs Survey No.280/1B admeasuring 700 sq. mtrs Survey No.415/P admeasuring 8069.16 sq. mtrs and Survey No.289/2A admeasuring 17123.52 sq. mtrs Survey No.289/2B admeasuring 3640 sq. mtrs and Survey No.280/4 admeasuring 500 sq. mtrs.

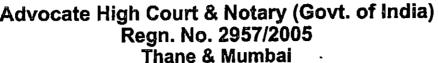
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SURINDER KAUR RAO

B.A. LL.B.



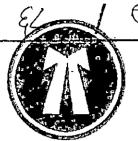


- 11. By an Indenture of Transfer dated 28/06/2019 registered with the Office of Sub-Registrar of Assurances, Thane under Sr.No.10778/2019, you have surrendered the Reserve area in favour of the Thane Municipal Corporation hereinafter define as a said Corporation) upon the terms and conditions therein dontained. Upon surrendering the reserve area to the said Corporation, survey of the said larger property was carried out by the TILR Department and the said larger property was sub-divided and accordingly hissa form No.12 came to be recorded vide Mutation Entry No. 3466 in the record of rights in respect of the said larger property and accordingly new hissa Nos. were recorded.
- 12. You have developed and constructed a project known as "Mahavir Millennium" comprising of three buildings known as buildings 'Isra', 'Ivana' and 'Imperia' on your portion of the said Property admeasuring 8773.43 sq. mts as per the sanctioned plan and now no FSI is remained to be consumed on the said project known as Mahavir Millennium. The said Corporation has issued Occupation Certificate in respect of all the three buildings in the project known as Mahavir Millennium. Thus after the sub division of the said larger property area of plot admeasuring 8773.43 sq.mts of Mahavir Millenium (STEGORGE) as survey no. 289/2/1,289/2/2/1, 280/1/1, 280/1/2/1.
- 13. A portion admeasuring 325 sq. mtrs is reserved for 40 mtrs 10 P. Road out of Survey No.280/4/2; portion admeasuring 760 sq. mtrs is reserved for 200 mtrs. D.P. Road out of Survey No.289/2/2/3 and Survey No. 415/1/1/ respectively; portion admeasuring 2625 sq. mtrs is reserved for 20 mtrs. D.P. Road out of Survey No.289/2/2/5 and Survey No. 289/2/4/1 respectively; and portion admeasuring 8754.90 sq. mtrs is reserved for Playground Reservation out of the Survey No. 289/2/2/2, , 280/1/2/2, 280/1/3/1,415/1/3respectively (hereinafter collectively referred to as 'the said Reservations').

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SURINDER KAUR RAO

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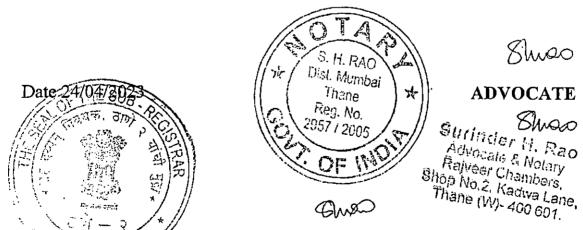
B.A. LL.B.

Advocate High Court & Notary (Govt. of India)
Regn. No. 2957/2005
Thane & Mumbai



An area admeasuring 12147.68 sq.mts out of the survey No. 289/2/2/4, 280/2/4/2, 280/4/1, 415/1/4, 415/1/5 is available to you for development and aggregate admeasuring 12464.90 sq. mts to the said corporation, you are the to use the benefit of FSI in respect thereof on the said property as per the norms of the UDCPR.

- 15. You are intending to construct three buildings on the said property admeasuring 12147.68 sq. mtrs. You have submitted building plans in respect of the said property for construction of two or more Building/s.
- 16. By Unilateral Indenture of Mortgage You had created a lien charge and mortgage in favour of Piramal Trusteeship Services Private Limited, interalia in respect of the premises to be sold in the Building/s in the complex to be known as Mahavir Spring under construction on the said Property on terms and conditions therein mentioned.
- 17. In view of the above, I hereby state and certify that subject to the Unilateral Indenture of Mortgage your title in respect of the said Property is clear, marketable and free from reasonable doubts.



Off: Rajveer Chambers, Shop No. 3, Kadwa Lane, Jambhli Naka, Thane (W) - 400 601.

Page I of 1

अहवास दिनांक : 27/04/2022



महाराष्ट्र शासन

र्गाह -: तम्कृत (कोरियोस आकार) साहा (कार्य क्षांत्र (क्षांत्र कार्य मुक्ता) साहा होता. इ.स. १९८१ माना संस्था (क्षांत्र कार्य मुक्ता कार्य मुक्ता कार्य कार्य कार्य कार्य कार्य कार्य कार्य कार्य कार्य क्षांत्र : रञ्जू

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(डिडज़ॉर जिनकी) 1315 । मसून जाए | १९९ मण्डी सांक्रम १८९१,मण्डी (संघर तांक्रमीय प्राप्त गण्ड) प्राप्तेण संग्रेण प्रत्यीक प्रक्रमिक स्वाप्त स्थाप प्राप्त प्राप्त । | विग्र -: 185ली

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जिए किम्प्रकार कि ११.२ क्षिर काए विक्षाहरू कि सिक्क्सर काई किम्प्रक करकूर हिस्स कार्क्स कार्क्स कार्क्स कार्क्स



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" . क्रांकमी रंगर -ोन! त्रुप्त की क्षिमक्षीट कापीक्ष का" 27/2/2022 क्षेत्री के . 27/2/2022 कामक्ष

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महाराष्ट्र शासन

(कह्म छर्निमीस प्रक्रिय) हास मुम् हाए

4/2/2/985 : пітеїне в евінає гупну वार्वका :- शन गाव :- साखिवड

भूसपन क्रमांक च उपविषा : 289/2/2/4

इंग्रिस -: मार्ग

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(दिवानीं - विनामी) प्राप्त मामन सार [१५ वर्गत ज्ञांत १०११,यवरी (र्कार्ड तक्तानीपु प्र रंकार प्राप्त) प्रवासीय क्षेत्रीय कर्मनीय प्रकारीय स्मुख्य स्थित हु (पाठ -: विज्ञानी

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जिए ११ मार्म मार्ग कार शिमारह का पित्र स्थात स्थाप :- सर्वे स्थाप स्थाप

",मायकी रंगव -१५१ : स्पन्न कि विमासिद मजीमार ए" १८४८ :- २२/१०५/२०२२ स्पन्न सम्बद्ध :- २२/२१०००३५२१३११०० विष्यु

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भूगपन जमकि व उपविभाग: 289/2/4/2

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भाषनं इमाक व उपविभाग : 289/2/4/2

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27-04-2022

महार्याष्ट्र प्रमितनेख प्रकार मार्च मुमा साम (अगिकार अभिनेख पतक) |पहाराष्ट्र जमीन महामुन अगिकार आमे मेंदवका (क्यार कराने व सुनिकांत ठेवने) नियम, १९७१

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", र्माकमी रूपक -१८१ रूपक स्मि रिजामीक्ष सामीमा हा" 2007/40/12 -: क्रांन्डी 6-11150040040015119600947-: क्रांम्ब करिस्सी

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(पुष्टरुर्तिः रिटांकर्धि) १९४७ मध्ये स्मिन्न काए वर्द स्तिन्द्रीपु व रिज्य भण्ये) एषक्रिके सीम्य कार्त्यीय गळ्छीय समुग्रम सीम्य प्रणाशः

ज़िम क्रिकण्डास कि ११.न मिमून बाए जिसिह्स कि निष्नुस्थ निष्ट क्षिप्रमार्थ स्वामहरू क्ष्रकृष्ट हिंद है उससे ने सिन्से

काना -- मानवड

Page 1 of 1

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Page 1 of 1

अहवाल दिनांक : 27/04/2022



गाव नमुना सात (अधिकार अभिलेख पद्मक)

भूमादन क्रमांक व उपविभाग : 415/1/5

भू-धारणा	पघ्दती : भं	गिवटादार व	बर्ग -]			शेवाचे स्थ	निक नाव :	
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णाव नमुना 'बारा (पिकांची नोंदवही) भेतेख आणि नोंदवद्वा (तवार करणे व सुध्यिवीत ठेप

गाव :- माजिवडे

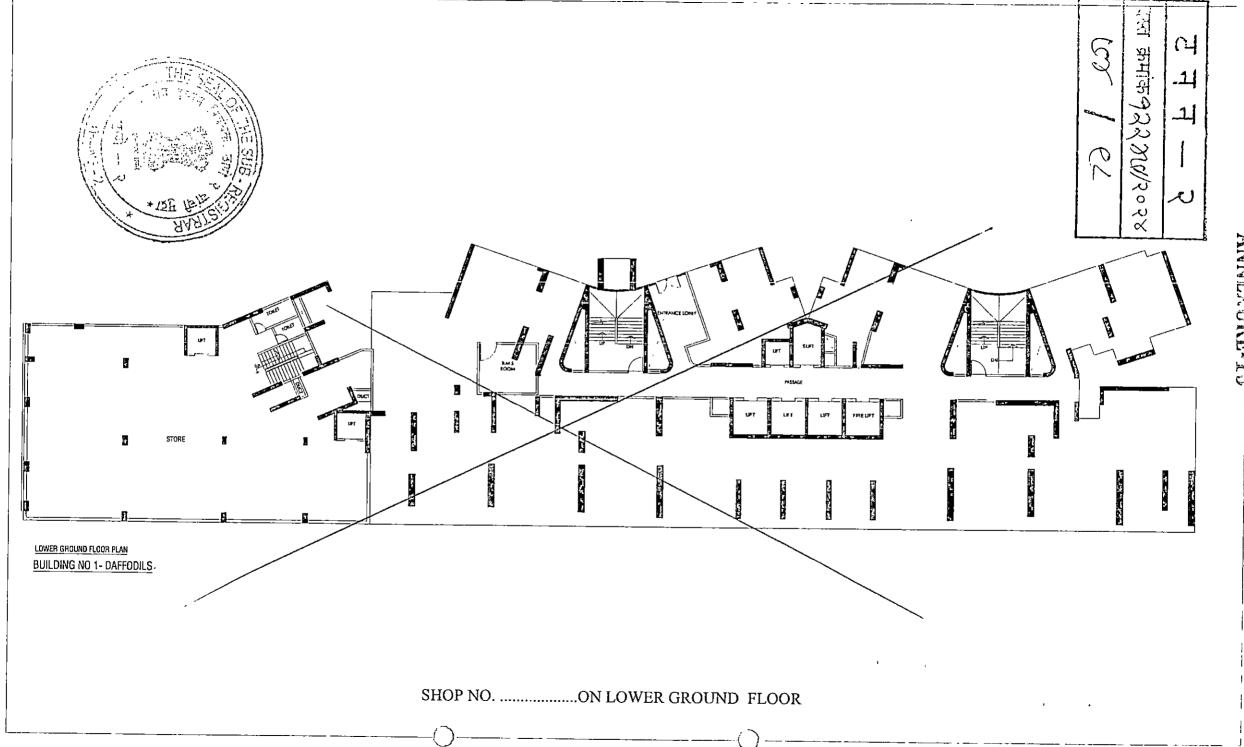
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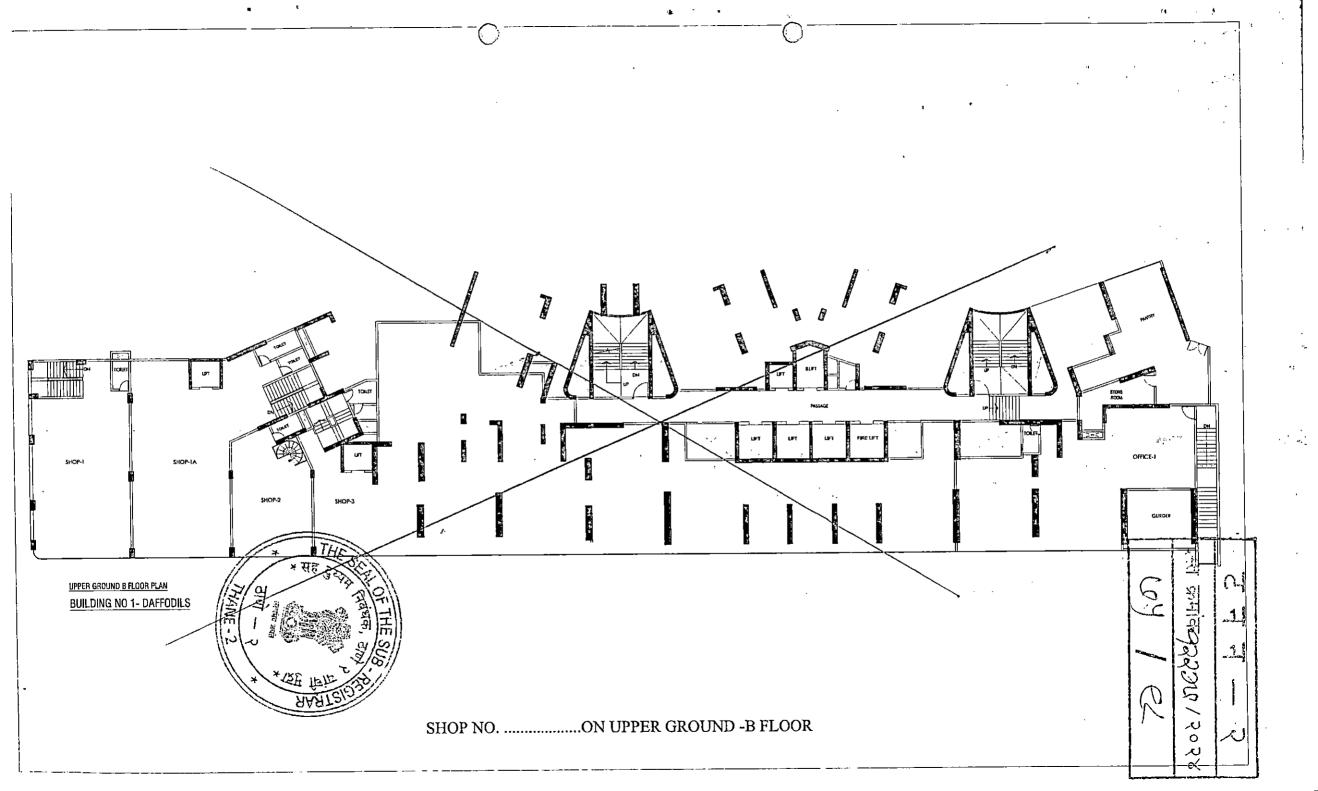
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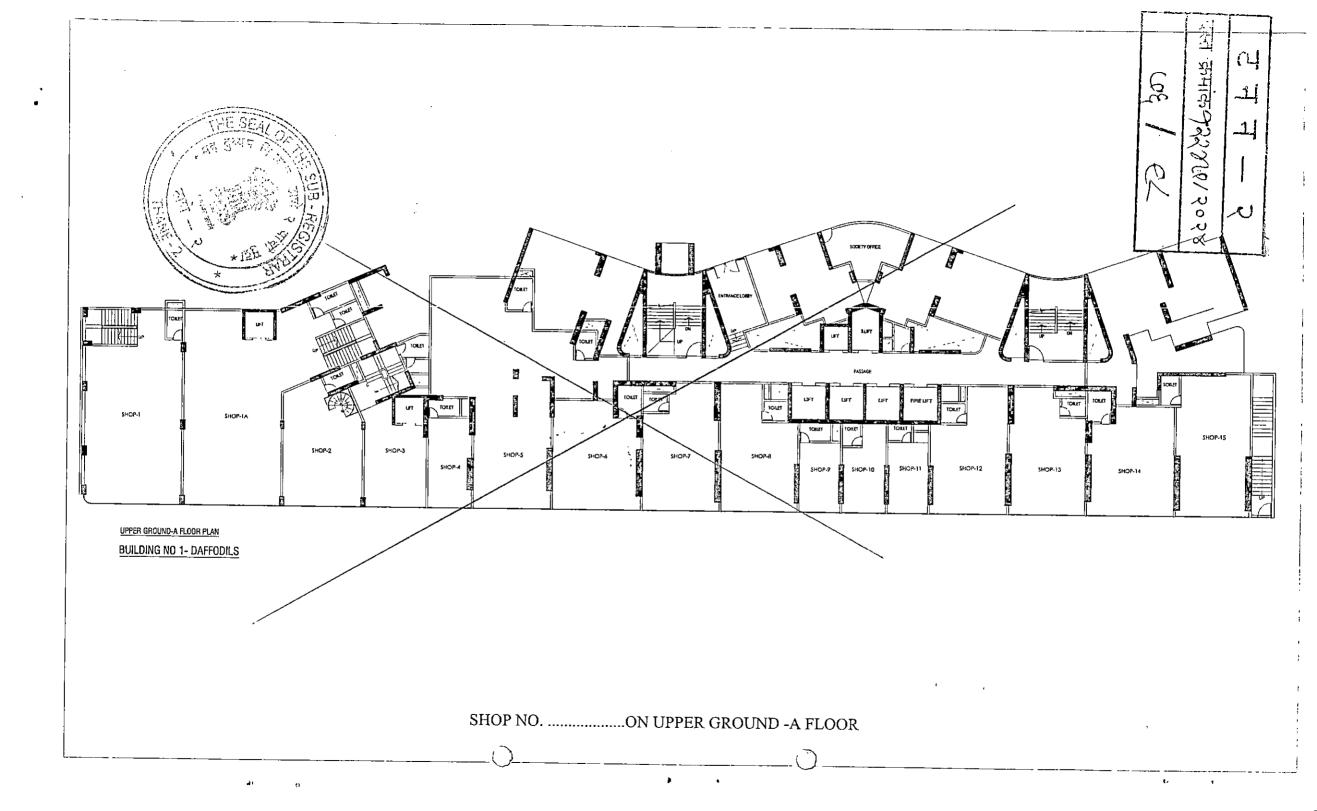
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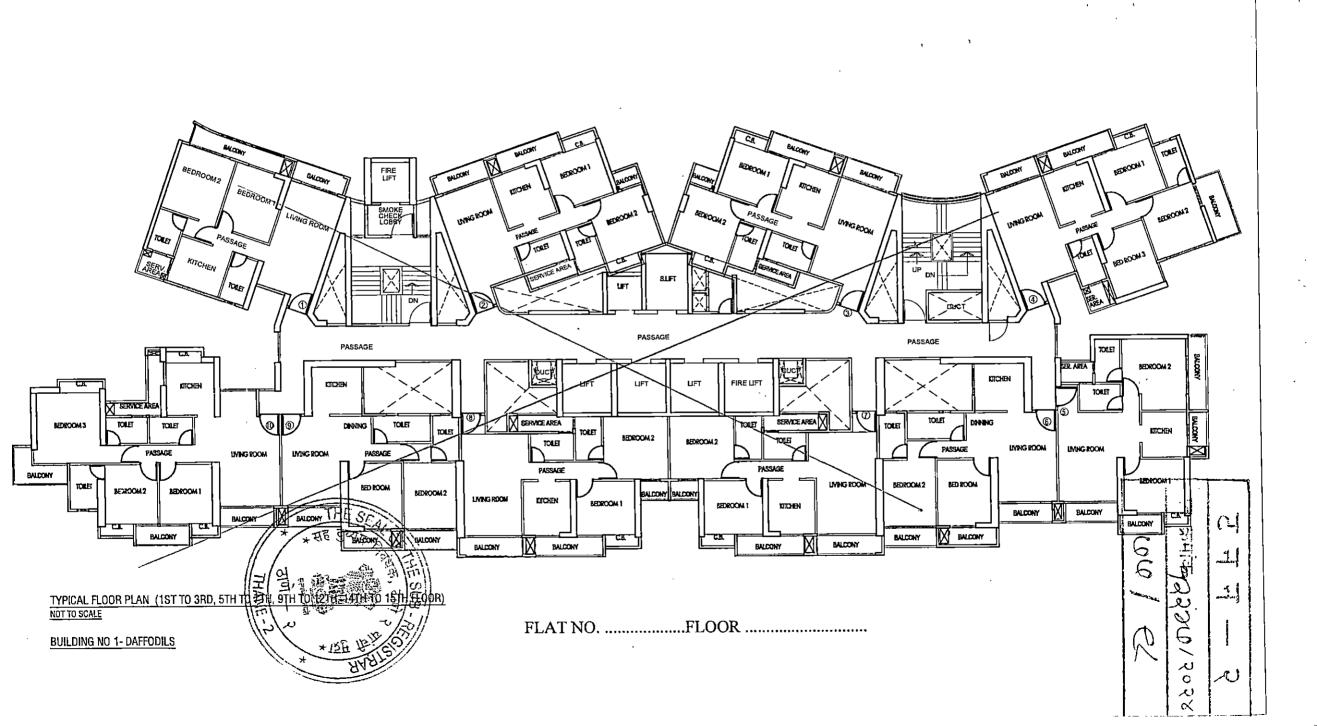


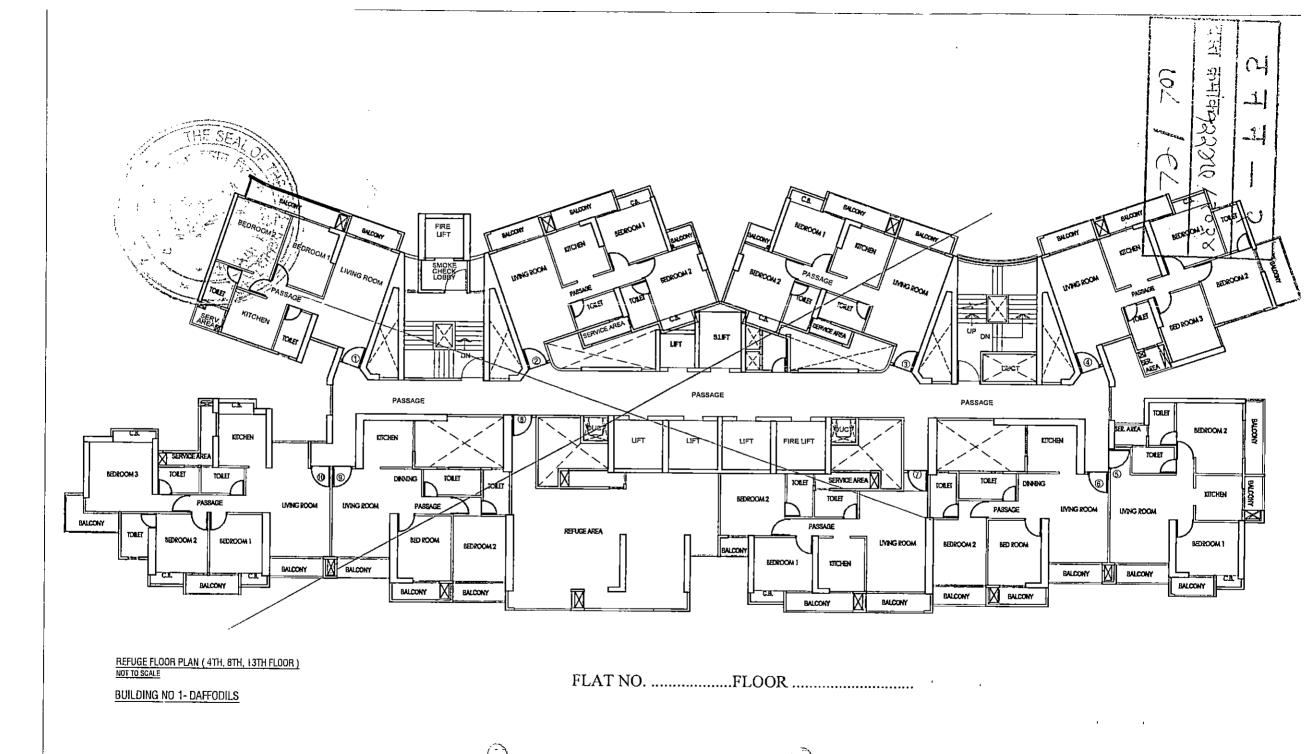


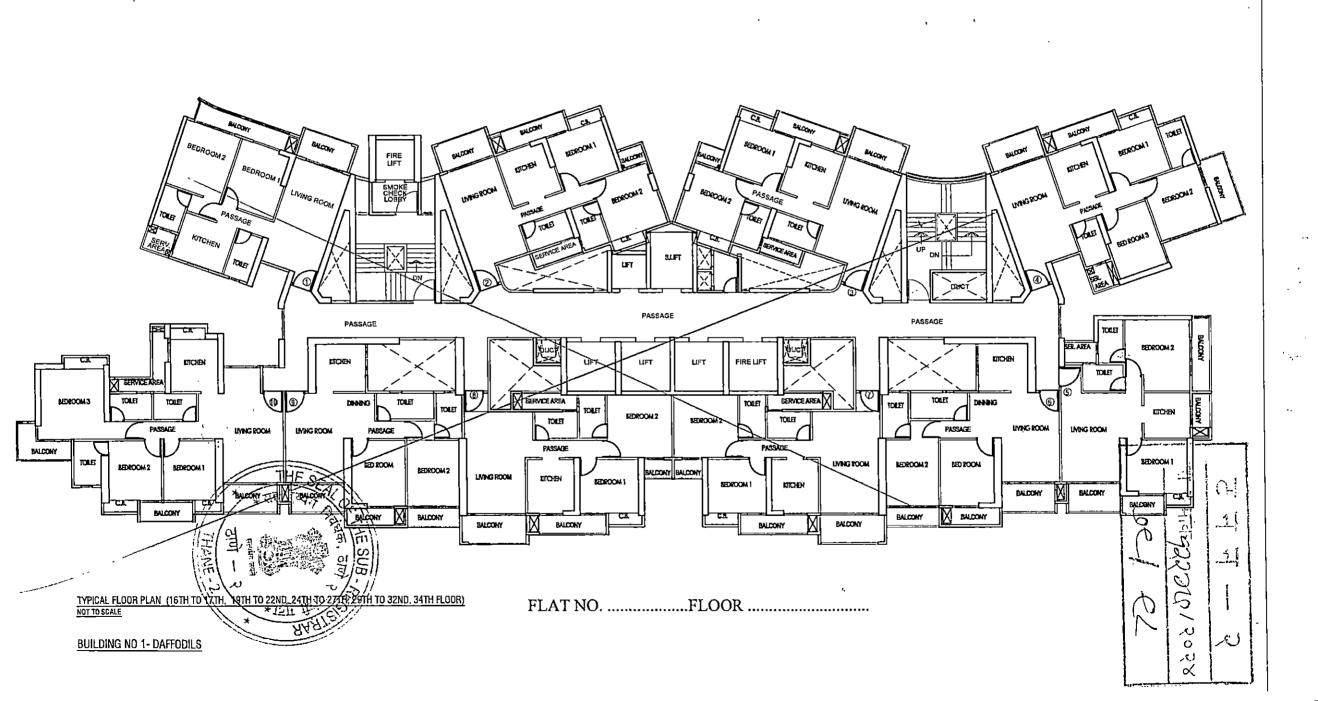
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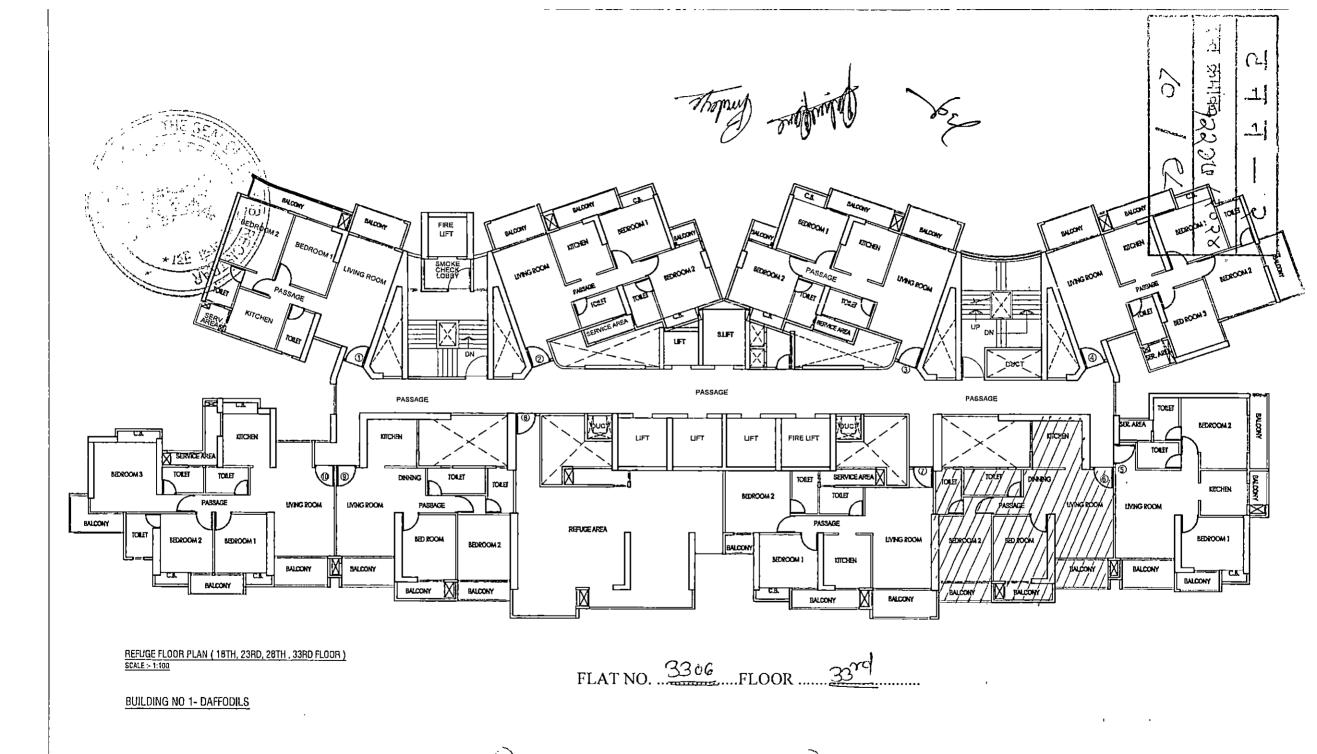




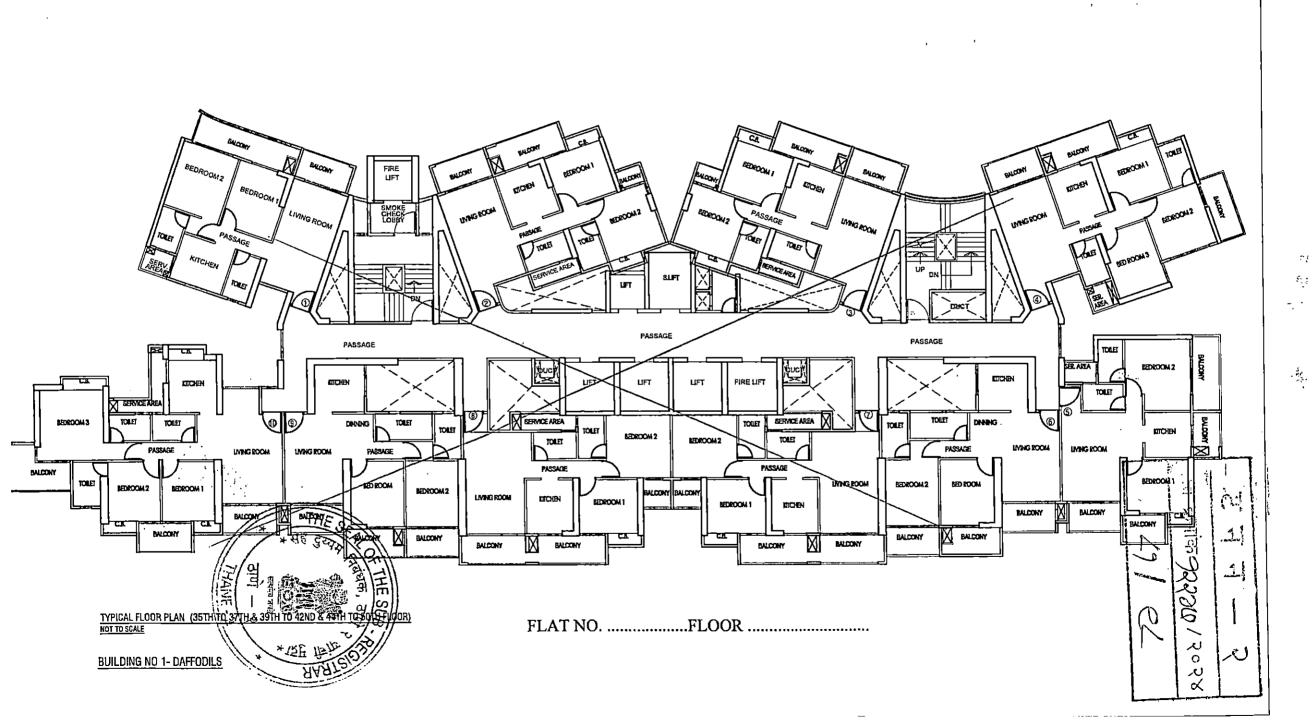


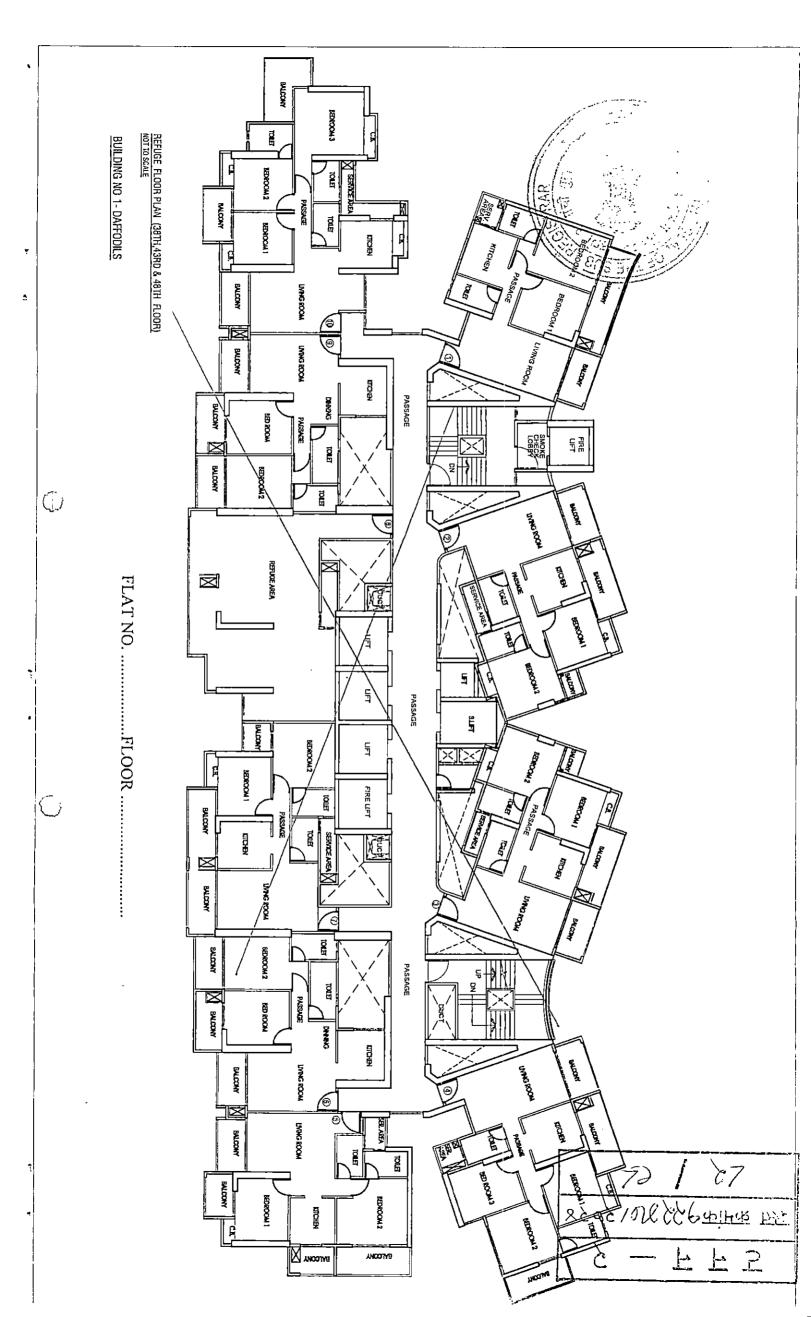


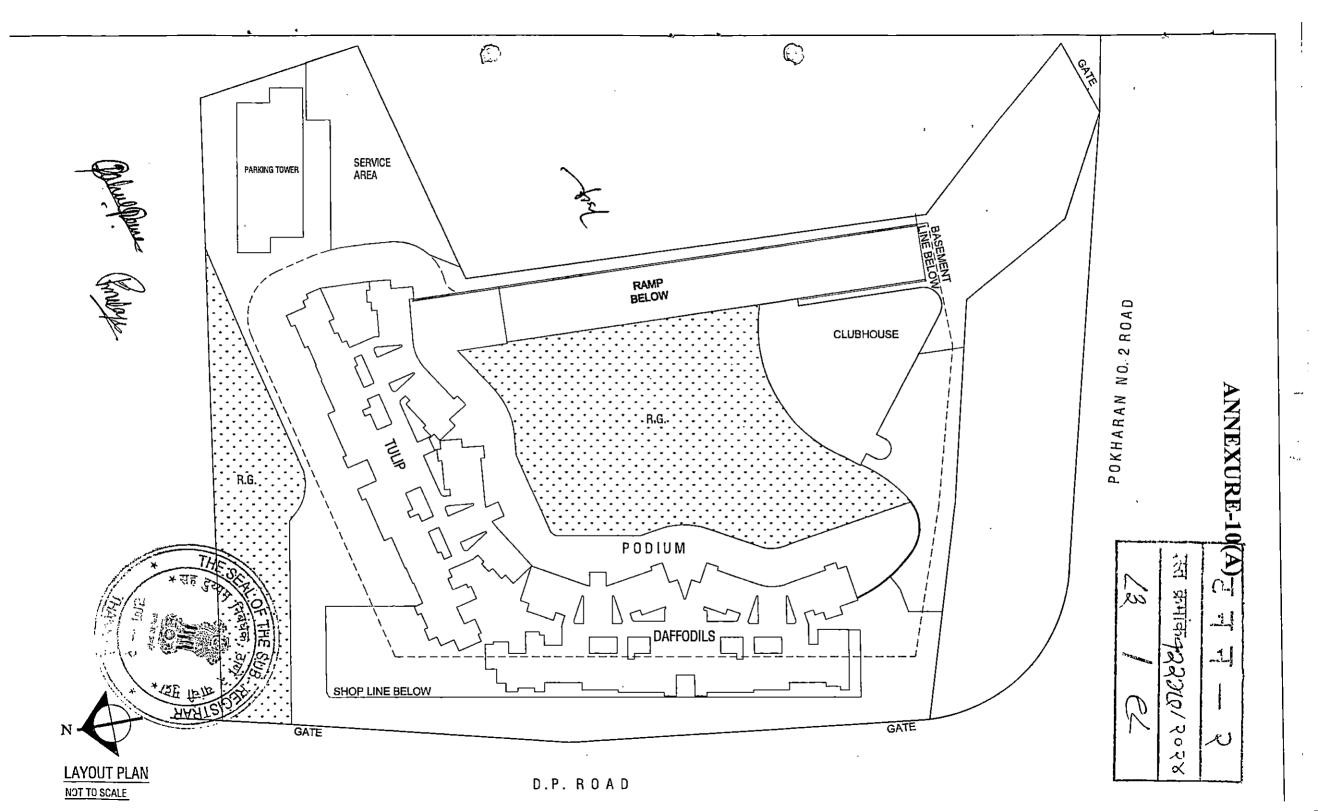




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टनन-२

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25.04.2024

To,

Vinayak Devolopers

Meghdoot, Vallabh Baug Lane,
Damji Shamji Shah Chowk,

Ghatkopar(E), Mumbal-400 077



ANNEXURE-11

Dear Sir.

Ref: No Objection for sale of Flat in building "Daffodils" at Project "Mahavir Spring" being constructed on the land bearing Survey No.280/4,415/1,289/2/2,289/2/4 situated at Village Majiwada, Pokhran Road Number 2, Thane West- 400 607.

This is to confirm that the aforesaid premises are currently mortgaged by Vinayak developers to Piramal Trusteeship Services Private Limited ("PTSPL"), 4th floor, Piramal Towers Annexe, G. K. Marg, Lower Parel (W), Mumbal – 400 013 vide Indenture of mortgage dated August 02, 2022.

Your Company has requested a No Objection Certificate to enable sale of the said units to purchaser/s. We state that on the basis of email approval dated 26.04.2024 received from PCHFL i.e., Piramal Finance Limited which is now merged with M/s Piramal Housing Finance Limited and now known as Piramal Capital & Housing Finance Limited ("PCHFL"), we have No Objection for Sale of the below mentioned unit to the Purchaser as detailed below:

Flat No.	Tower Name	Name of Purchaser	Booking Date	Carpet area of the unit Sq.ft.	Total Sale Consideration	Amount Received
3306	Daffodil Residential	Rahul Kishor Rane; Priti Rahul Rane	12/4/2024	712.00	13,812,800	690,640

We state that, the consent is hereby accorded to the release of charge by PTSPL over the said units and that PTSPL shall have no claim, right, title or interest in respect of the said units only anymore whatsoever subject to the following conditions:

- This consent hereby granted is restricted to release of mortgagel charge over the units described above in the Project of Mahavir Spring, being constructed on the land bearing Survey No.280/4;415/1,289/2/2,289/2/4 situated at Village Majiwada, Pokhran Road Number 2, Thane West- 400 607. in order to enable sale of the said unit to the purchaser/s. Not with standing anything contained hereinabove, the consent hereby granted shall not authorize Vinayak Developers to sell any other unit in the said project without applying to PTSPL for a fresh consent letter.
- The consent hereby granted is subject to the Purchasers as named above depositing all the moneys payable as consideration for purchase of the said unit in "Vinayak Developers Daffodils P.-3 Collection Escrow A/C 57500001155239" held with Ghatkopar (East) branch, Mumbal. If the purchaser/s fail to deposit such monles/ sales proceeds in the said Escrow Account, the NOC shall stand revoked/ cancelled.
- In the event the sale to the purchaser is cancelled for any reason, the consent above accorded shall stand revoked forthwith and your
 Company shall have to apply for a fresh consent in relation to sale of the said unit to any other person.
- Please note that PTSPL will continue to hold charge on behalf of PCHFL over the Project, except for the aforesaid unit till the loan availed by Vinayak Developers is fully repaid.
- This certificate is being given without any prejudice or liabilities of any nature on part of the PCHFL/PTSPL or its officer/s.
- Our mortgage and charge on all other properties shall remain unchanged.
- The Purchaser may also reconfirm the authenticity of this NOC with our Company's representative on email noc.operations@piramaltrustee.com.

All wire transfers/ Cheques/ DDs to be drawn in Favour of "Vinayak Developers Daffodlis P - 3 Collection Escrow A/C", "HDFC BANK Account Number 57500001155239", "Branch Name: Ghatkopar (East) branch, Mumbai"

Yours faithfully,

For Piramal Trusteeship Services Private Limited

Registered Office: 4th Flo

Authorised Signatory

Piramal Trusteeship Services Private Limited CIN: U67200MH2017PTC294979

ial Tower Annexe, Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013 Maharashtra, India T +91 22 3076 7700 F + 91 22 2490 2363

ANNEXURE-12

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AMENITIES

*INTERNAL AMENITIES

- 1. VITRIFIED FLOORING
 - 2. GRANITE KITCHEN PARALLEL PLATFORM WITH STAINLESS STEEL SINK
 - 3. ALUMINIUM WINDOW
 - 4. POP WALL FINISH

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- 5. M.S. RAILING FOR WINDOWS
- 6. VIDEO DOOR PHONE
- 7. SANITARY WARE & PLUMBING FITTINGS OF SUPERIOR QUALITY
- 8. DIGITAL TILES IN TOILET
- 9. EXHAUST FAN & WATER PURIFIER IN KITCHEN

*EXTERNAL AMENITIES

- 1. SWIMMING POOL
- 2. INDOOR GAMES
- 3. JOGGING AREA
- 4. CHILDREN PLAY AREA
- 5. GYMNASIUM
- 6. STEAM & SAUNA
- 7. JACUZZI
- 8. BANQUET HALL
- 9. CLASS ROOM
- 10. LIBRARY

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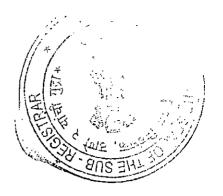
TDS - RIDER CLAUSE FOR AGREEMENT FOR SALE

The Purchaser/s hereby declares that he/she/they is/are aware of provisions of Section 194-IA of the Income Tax Act, 1961 which requires deduction of TDS on the consideration of immovable property by the Purchaser/s of such immovable property, if consideration for the immovable property exceeds the specified limit, and deposit of the same with the government treasury by the prescribed modes of payment and issue of TDS certificate within the prescribed time by the Purchaser/s. The Purchaser/s is/are further aware that failure to withhold TDS or withhold but not pay TDS in the government treasury will attract interest, penalty and penal consequences to the Purchaser/s under the provisions of the Income Tax Act, 1961. The Purchaser/s hereby declares, agrees and undertakes to comply with the provisions of section 194-IA of the Income Tax Act, 1961 from time to time failing which the Purchaser/s shall alone be responsible and liable for the consequences thereof.



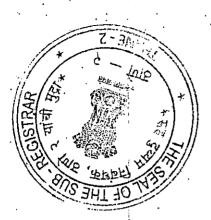


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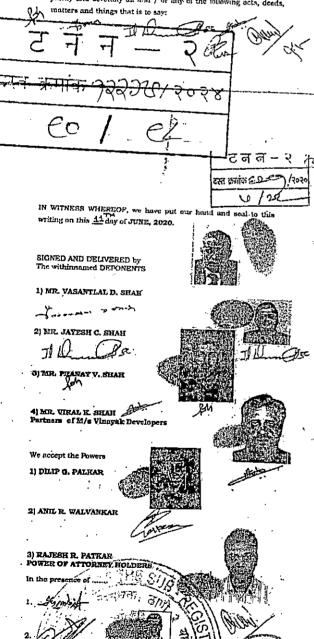
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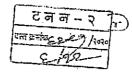
TO ALL WHOM THESE PRESENTS SHALL COME, We 13 MR. VASANTLAL D. SHAH, 23 MR. JAYESH C. SHAH, 3) MR. PRANAY V. SHAH and 4) VIRAL K. SHAH, Partners of Vinayak Developers a Partnership firm registered under Indian Partnership Act, having office at Meghadeot, Vallabh Baug Lane, Opp. Motak Mahindra Bank, Chatkopar (East), Mumbai - 400 077 and office at Thane having address B/H. Ma Niketan, Nr. Garden Encleve Pokhran Road Thane (W) 400607, having Project Office address is BIAHAVIR SPRING, Pokharan Road no. 2, Opp. Bethany Hospital, Majiwade, Thane West.

WHEREAS the said firm is developing a project known as "MAHAVIR SPRING", in a phase wise manner in the property more particularly described in the schedule hereunder written (herein after to referred to as "the said property")

WHEREAS for the sake of Convenience, we are desirous of appointing 1) DILIP O. PALKAR 2] ANIL R WALVANKAR and 3] RAJESH R PATKAR, having Office at Chittatouh Apertment, Near Maid Ed Hospital, Veer Suvarkar Marg, Thane (W) - 400 601, as our attorneys to attend jointly and severally the Office of Sub-Registrar to admit execution of the Plat Sale Agreements of documents which have been executed by us or integer of the content of the Plat Sale agreements of the Plat Sale agreem

NOW KNOW YOU ALL AND THESE PRESENTS WITNESS THAT, We, 1) MR. VASANTLAI. D. SHAH, 2] MR. JAYEST WITNESS AM. PRANAY V. SHAH and 4] VIRAL K. SHAH, do hereby nominate, constitute and appoint 1] DILIP G. PALKAR 2) ANIL R. WALVANKAR, and 3] RAJESH R. PATKAR to be our true and lawful attorneys for the purpose of hereinafter appearing and to do jointly and severally all and / or any of the following acts, deeds, matters and things that is to say:





- To present and ledge any Flat Sale Agreements, any Documents, Deeds and Writings executed by us in the Office of the Sub-Registrar of the Assurance at Thone.
- uj 44 appear tearre use but a neglitur at assistance at relate and admit execution of the Flat Sale Agreements, Documents, Deeds and Writings executed by us.
- To do all acts and things accessary for effectively registering the said Plat Sale Agreements, Documents, Deeds and Writings executed by us.

2.3

IN GENERAL, to do all further acts, deeds, matters and things for Final Registration and such Flat Sale Agreements / Documents and we hereby agree to ratify and confirm all and whatever, our said Attorneys shall do or cause to be done by virtue of these presents. PROVIDED FURTHER that the present Power of Attorney is restricted to and given for limited purpose, namely to present, lodge and paint exception of hyrepment of fale, Deed of Rockfloation. Undertaining, Indemnity Bend, Deed of Confirmation, Affidavit and other Doctments. In the relevant Office of Sub-Registror of Assurance, including to take various steps for Final Registration of Agreement for Sale or any other Final document.

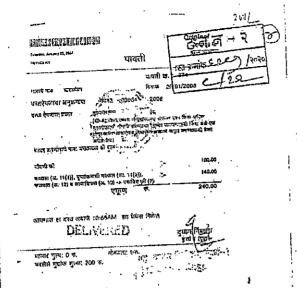
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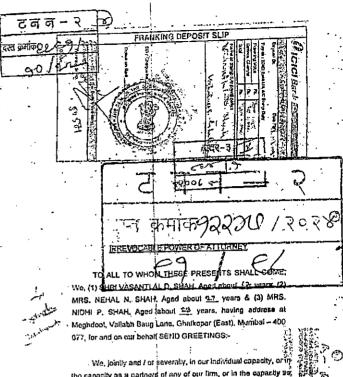


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NOW KNOW YE AND THESE PRESENTS WITNESS THAT We, (1) SHRI VASANTIAL D. SHAH, (2) MRS. NEHAL N. SHAH & (3) MRS. NIDHI P. SHAH, jointly and / or severally. In cur individual capacity or in any other capacity, do in the product constitute and irrevocably appoint (1) MR. NAY, (1) SHAH, (Increinalter referred to 2s MH, SAID ALTORNEYS") to be our true and lawful attorneys and constitute and perform. Naturally, all or any of the following acts, deeds, mailers and unique visits.

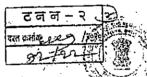
- To execute in our name and on our behalf any Agramment for Sale, Deeds or any other deed or document, etc., and to attend before any Registrar. Sub-Registrar of Assurances in Mumbal and to execute and present for Registration and admit execution either by us or by them on our behalf of any Agramment, deed, transfer, assignment, nasurances, releases, uncontaking, indemnity or other instrument or writing the registration of which is compulsory and generally to do all things, necessory or expedient for registering the anti-deed, instruments and writings or any of them as full and affocually as we ourselves could do.
- GENERALLY TO DO AND PERFORM oil acts, deeds, motters and things necessary and convenient for all or any of the purposes and ter giving out street to the Authorities hereinbefore contained as full and offectually, as we could in person do.
- AND WE HEREBY AGREE to ralify whatsoover the said Attorneys shall do trying





We, joinly and / or severally, in our individual capacity, or in the capacity as a partners of any of our lirm, or in the capacity as a partners of any of our lirm, or in the capacity harable director of any of our company or in any other capacity, harable egreed to execute the travocable Power of Attorney in favour of (1) MR. NAYAN V. SHAH, Aged about 51 years & (2) MR. PRANAY V. SHAH, Aged about 25 years, having address late Meghdoot, Valiabh Baug Lana, Ghatkopar (East), Mumbais 400 of 71, to be our true and lateful afterneys for us and on our behalf, such and execute and perform, jointly and / or severally, all or any partners and things.

THE stock and execute and perform, jointly and matters a



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virtue of these presents AND WE HEREBY DECLARE that we shall not enforce this Power of Attorney.

IN WITNESS WHEREOF WE THE EXECUTANTS, HAVE-SET OUR HANDS TODAY, AT MUMBAI ON THIS 232 DAY OF _______ 2008.

Wilhin named the "EXECUTANTS"

(1) SHRI VASANTLAL D. SHAH,

(2) MRS. NEHAL N. SHAH,

(3) MRS. NIDHI P. SHAH,

In the presence of the FTHE STAN

WE HEREBY CCETTAG

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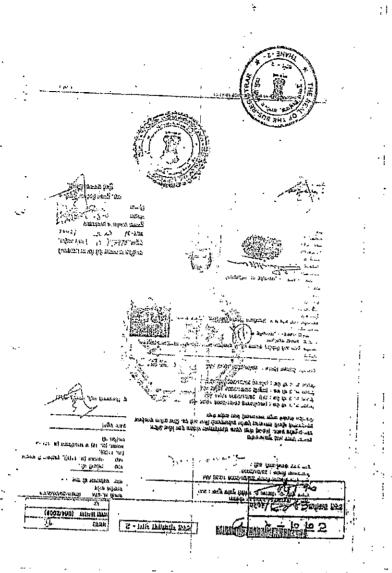
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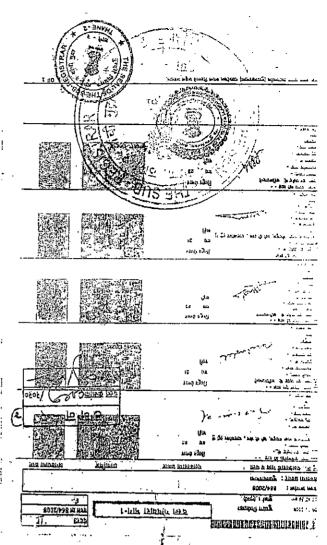
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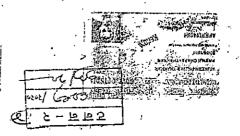




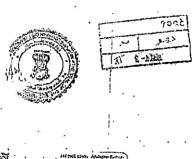


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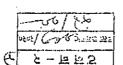














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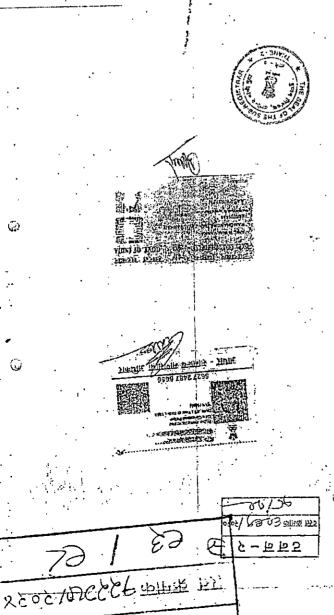
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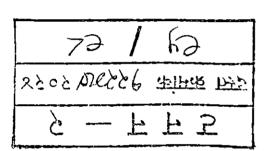
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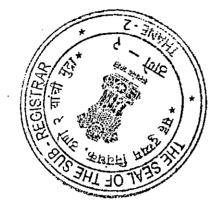
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