

Receipt (pavti)

516/9331

Monday, June 10, 2024

11:19 AM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 9714 दिनांक: 10/06/2024

गावाचे नाव: पी.एस.पहाडीगोरेगांव

दस्तऐवजाचा अनुक्रमांक: बरल8-9331-2024

दस्तऐवजाचा प्रकार: करारनामा

मादर करणाऱ्याचे नाव: रचना संतोष रायकर तर्फे मुखत्यार संतोष मोतीराम रायकर

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 3400.00

पृष्ठांची संख्या: 170

एकूण:

रु. 33400.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

11:39 AM ह्या वेळेस मिळेल.


स द नि का बोरीवली 8

वाजार मुल्य: रु.12604116.15 /-

मोवदला रु.18942267/-

भरलेले मुद्रांक शुल्क: रु. 1137000/-

सह. दुय्यम निबंधक, बोरीवली - ८,
मुंबई उपनगर जिल्हा.

1) देयकाचा प्रकार: DHC रकम: रु.1400/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0624102400592 दिनांक: 10/06/2024

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रकम: रु.2000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0624103500558 दिनांक: 10/06/2024


बँकेचे नाव व पत्ता:

3) देयकाचा प्रकार: eChallan रकम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH002880122202425M दिनांक: 10/06/2024

बँकेचे नाव व पत्ता:

STERED
DELIVERED ON 11/6/24



मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)						
Valuation ID		20240610200			10 June 2024,09:50:44 AM	
मूल्यांकनाचे वर्ष	2024					
जिल्हा	मुंबई(उपनगर)					
मूल्य विभाग	S7-पहाडी-गोरेगाव पश्चिम (बोरीवली)					
उप मूल्य विभाग	भुभाग - उत्तरेस गावाची हद्द, पूर्वेस एस व्ही रोड, दक्षिणेस गावाची हद्द व पश्चिमेस लिंक रोड					
सह नंबर (न. भू. क्रमांक)	सि टी एस नंबर#49					
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.						
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक	
76820	160470	184550	218300	160470	चौरस मीटर	
बांधीव क्षेत्राची माहिती						
बांधकाम क्षेत्र(Built Up)-	62.55चौरस मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव	
बांधकामाचे वर्गीकरण- उद्भवान सविधा-	1-आर सी सी आहे	मिळकतीचे वय- मजला -	0 TO 3RD 3rd floor And Above	बांधकामाचा दर -	Rs.30250/-	
रस्ता सन्मुख - Sale Type - First Sale Sale/Resale of built up Property constructed after circular dt 02/01/2018						
मजला निहाय घट/वाढ		= 120% apply to rate= Rs.192564/-				
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर		= ((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी) / खुल्या जमिनीचा दर) = ((192564-76820) * (100 / 100)) / 76820) = Rs.192564/-				
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 192564 * 62.55 = Rs.12044878.2/-					
E) बंदिस्त वाहन तळाचे क्षेत्र बंदिस्त वाहन तळाचे मूल्य	13.94चौरस मीटर = 13.94 * (160470 * 25/100) = Rs.559237.95/-					
Applicable Rules	= .10,4.16					
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + मेजिंगर्टन मजला क्षेत्र मूल्य + लगतच्या गळीचे मूल्य + वरील गळीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाळकनी + मेकॅनिकल वाहतणक = A + B + C + D + E + F + G + H + I + J = 12044878.2 + 0 + 0 + 0 + 559237.95 + 0 + 0 + 0 + 0 + 0 = Rs.12604116.15/-					

Home Print

Mudra
सह. दुय्यम निबंधक, बोरीवली - ८,
मुंबई उपनगर जिल्हा.





CHALLAN
MTR Form Number-6



GRN	MH002880122202425M	BARCODE		Date	31/05/2024-15:27:59	Form ID	25.2
Department	Inspector General Of Registration			Payer Details			
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (if Any)		PAN No.(if Applicable)	AYFPR0591Q		
Office Name	BRL7_JT SUB REGISTRAR BORIVALI 7			Full Name	Rachana Santosh Raikar		
Location	MUMBAI			Flat/Block No.	3505, D WING, 34 PARK ESTATE		
Year	2024-2025 One Time			Premises/Building	YASHWANT NAGAR		
Account Head Details		Amount In Rs.	Road/Street				
0030045501	Stamp Duty	1137000.00	COREGAON WEST				
0030063301	Registration Fee	30000.00	Town/City/District				
			PIN				
			4 0 0 1 0 4				
			Remarks (if Any)				
			PAN2=AAIFR030/D~SecondPartyName=REDDY BUILDERS AND DEVELOPERS-				
			Amount In				
			Eleven Lakh Sixty Seven Thousand Rupees Only				
			11,67,000.00				
Total				FOR USE IN RECEIVING BANK			
Payment Details	IDBI BANK			Bank CIN	Ref. No.	69103332024060113137	742605427
Cheque-DD Details		Bank Date	RBI Date	01/06/2024-16:44:11	Not Verified with RBI		
Cheque/DD No.				Bank-Branch	IDBI BANK		
Name of Bank				Scroll No. , Date	Not Verified with Scroll		
Name of Branch				Mobile No. : 7506712291			



Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

Signature

Rechn



CHALLAN
MTR Form Number-6



GRN	MH002980122202425M	BARCODE		Date	31/06/2024-15:27:59	Form ID	25.2
Department				Inspector General Of Registration			
Type of Payment				Stamp Duty Registration Fee			
Office Name				BRL7_JT SUB REGISTRAR BORIVALI 7			
Location				MUMBAI			
Year				2024-2025 One Time			
Account Head Details				Amount In Rs.			
0030045501 Stamp Duty				1137000.00			
0030063301 Registration Fee				30000.00			
Total				11,67,000.00			
Payment Details				IDBI BANK			
Cheque/DD No.							
Name of Bank				IDBI BANK			
Name of Branch				101, 03/06/2024			
Bank CIN				69103332024060113137			
Ref. No.				742605427			
Bank Date				01/06/2024-16:44:11			
RBI Date				03/06/2024			
Scroll No., Date				101, 03/06/2024			

DEFACED
₹ 1167000.00
DEFACED



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3028

Department ID : Mobile No. : 7506712291
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलान केवल दुर्यम निवृत्तक कार्यालयात नोंदणी करावयाच्या दस्त्यांसाठी लागू आहे. नोंदणी न करावयाच्या दस्त्यांसाठी सदर चलान लागू नाही.

Signature Not Verified

Digitally signed by DS
DIRECTORATE OF ACCOUNTS
AND TREASURY, MUMBAI 02
Date: 2024.06.11:23:53 IST
Reason: GRAS Secure Document
Location: India

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(IS)-516-9331	0001801301202425	10/06/2024-11:23:33	IGR557	30000.00
2	(IS)-516-9331	0001801301202425	10/06/2024-11:23:33	IGR557	1137000.00
Total Defacement Amount					11,67,000.00

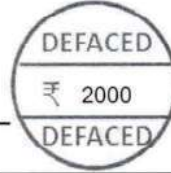


Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	0624103500558	Receipt Date	10/06/2024
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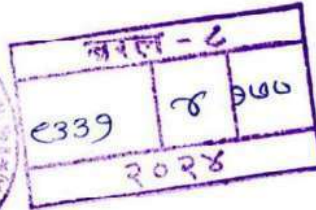
Received from DHC, Mobile number 9222183908, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 9331 dated 10/06/2024 at the Sub Registrar office Joint S.R. Borivali 8 of the District Mumbai Sub-urban District.



Payment Details

Bank Name	SBIN	Payment Date	10/06/2024
Bank CIN	10004152024061000519	REF No.	416275408152
Deface No	0624103500558D	Deface Date	10/06/2024

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



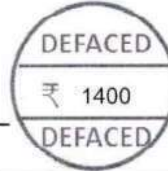


Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 0624102400592	Receipt Date 10/06/2024
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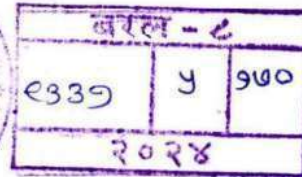
Received from DHC, Mobile number 9222183908, an amount of Rs.1400/-, towards Document Handling Charges for the Document to be registered on Document No. 9331 dated 10/06/2024 at the Sub Registrar office Joint S.R. Borivali 8 of the District Mumbai Sub-urban District.



Payment Details

Bank Name SBIN	Payment Date 10/06/2024
Bank CIN 10004152024061000553	REF No. 416268134365
Deface No 0624102400592D	Deface Date 10/06/2024

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





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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made at Mumbai this day of June 2024

BETWEEN

M/S. REDDY BUILDERS & DEVELOPERS, a partnership firm registered under the provisions of the Partnership Act, 1932 and having its principal place of business at Reddy House, Opposite Dena Bank, Marve Road, Malad (West), Mumbai 400 064 (hereinafter referred to as the "**Promoter 1**" which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last surviving partner) of the **FIRST PART**;

AND

CHANDAK REALTORS PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered address 807-808, Hubtown Solaris, 8th Floor, N.S. Phadke Marg, Opposite Teli Gully, Andheri (E), Mumbai – 400 069 (hereinafter referred to as "**Promoter 2**" which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors, assigns and nominees) of the **SECOND PART**;

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AND

Rachana Santosh Raikar aged about 38 years, Indian Inhabitant/s, having address for the purpose of these presents at Plot No.170, Rachanakruti, RSC 40, Near BMC School, Charkop Sector 4, Kandivali West, Mumbai, Maharashtra, INDIA, 400067, hereinafter referred to as "**Allottee/s**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

The Promoter 1 and the Promoter 2 are hereinafter collectively referred to as "**the Promoters**".

The Promoters and the Allottee/s are hereinafter collectively referred to as "**the Parties**" and individually as "**Party**".

WHEREAS:

A. The Promoter 1 is undertaking development/re-development of all those pieces and parcels of land admeasuring 19,259.62 square meters and bearing CTS No. 49(part), CTS No. 50-A(part), CTS No. 50A/26 to 50 and CTS No. 50A/67 to 145 and CTS No. 55(part) of Village Pahadi Goregaon (West) situate, lying and being at Yashwant Nagar, Goregaon (West), Taluka Borivali, P/S Ward of MCGM, Mumbai - 400 104 ("**the Larger Land**") together with the structures standing thereon are hereinafter collectively referred to as "**the Larger Property**" under the provisions of Regulation 33(10) of the Development Control Regulations for Greater Mumbai, 1991 ("**DCR**") and/or under relevant provisions of Development Control and Promotion Regulation for Greater Mumbai, 2034 ("**DCPR**") ("**the said Scheme**"). The said Larger Land is more particularly described in the **First Schedule** hereunder written and more particularly delineated by black colour boundary on the plan more particularly annexed hereto as **Annexure "1"**.

B. A portion of the Larger Land admeasuring 6,980.00 square meters and bearing CTS No. 49 of Village Pahadi Goregaon (West), Mumbai- 400 104 ("**Government Land**") is owned by the Government of Maharashtra. The balance portion of the Larger Land admeasuring 12,279.62 square meters and bearing CTS No. 50-A, CTS No. 50A/26 to 50, CTS No. 50A/67 to 145 and CTS No. 55 of Village Pahadi Goregaon (West), Mumbai-400 104 ("**MHADA Land**") is owned by Maharashtra Housing and Area Development Authority ("**MHADA**").

C. The slum dwellers on the Larger Land have comprised themselves into various societies viz. (i) Omkar SRA Co-operative Housing Society Limited ("**Omkar Society**"), (ii) Kranti Nagar SRA Co-operative Housing Society Limited ("**Kranti Society**"), (iii) Tanaji Nagar SRA Co-operative Housing Society Limited ("**Tanaji Society**") and (iv) Shree Ganesh Ekta SRA Co-operative Housing Society Limited ("**Shree Ganesh Society**").

D. The manner in which the Promoter 1 has acquired development rights with respect to the Larger Land, are duly set out in the said Title Certificate (as defined below).

E. Pursuant to the Letter of Intent issued by the SRA in favour of the Promoter 1 from time to time and the latest being the Letter of Intent dated 18th March, 2020 ("**the said LOI**") issued by SRA, SRA has sanctioned slum rehabilitation scheme on the Larger Land, in the manner and on the terms and conditions as set out therein.

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F. Under the said Scheme, the Promoter 1 inter-alia has:

(i) The rights and obligations to develop and construct rehab tenements for the rehabilitation of the eligible slum dwellers, provisional commercial and residential PAP by utilization of the rehab component ("**Rehab Component**") on a portion of the Larger Land ("**Rehab Land**"), as may be decided by the Promoters subject to necessary approvals, permissions granted from time to time in accordance with DCR 1991/DCPR 2034.

(ii) The right to develop and construct free sale component ("**Free Sale Component**") on a portion of the Larger Land ("**Free Sale Land**" or "**the said Land**"), as may be decided by the Promoters subject to necessary approvals, permissions granted from time to time in accordance with DCR 1991/DCPR 2034.

(iii) To construct and handover the reservations affecting the Larger Land to the concerned authority from time to time.

G. The Promoter 1 has till date completed construction of 2 (two) Rehabilitation Buildings and have duly constructed 564 rehabilitation units in the same. The Promoter 1 is in the process of undertaking construction of the balance 2 (two) Rehabilitation Buildings in the manner the Promoter 1 deems fit and proper, wherein balance eligible slum dwellers shall be rehabilitated on completion thereof.

H. By and under Joint Development Agreement dated 14th February, 2020 ("**the Joint Development Agreement**") executed by and between the Promoter 1 of the One Part and Promoter 2 of the Other Part and registered with the Office of Sub-registrar of Assurances under Serial No. BRL-6/3101/2020, the Promoter 1 and the Promoter 2 inter-alia agreed to jointly develop/re-develop the said Land, in the manner and on the terms and conditions as set out therein.

I. The Promoters are vested with the right to jointly develop the said Land in the manner stated in the Joint Development Agreement. The Promoters are entitled to sell the premises in the free sale building/s (to be constructed on the said Land by utilization of the Free Sale Component) ("**Free Sale Buildings**"), in accordance with the terms and conditions of sanctions and approvals obtained / being obtained in relation to the same.

J. The Promoters are jointly constructing the Free Sale Buildings by utilization of the Free Sale Component in the following phase-wise manner:

(i) The Promoters are proposing to construct and develop Sale Building No.1 comprising of Wing A to Wing D of the Real Estate Project (as defined below) each having Ground + 2 Podium levels + 1 e deck level/Podium + 1st to 36th Residential floors ("**Wings A to D**") on the said Land.

(ii) The Promoters are proposing to construct and develop Sale Building No. 2 comprising Wing E of the Real Estate Project having Ground + 40 upper floors ("**Wing E**") on the said Land.

(iii) The Promoters are proposing to construct a composite building ("**Composite Building**") (i) a building comprising of 23 floors being the Rehabilitation Building constructed by utilization of the Rehab Component on the Rehab Land and (ii) Wing F of the Real Estate Project ("**Wing F**") having Ground + 30 Residential floors to be constructed by utilization of the Free Sale Component. The Promoters reserve their right to construct the Composite Building as one composite building of one wing of rehab and one wing of sale or to have two independent rehab and sale building as may be decided by the

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Promoters in their sole discretion, in accordance with the approvals obtained / to be obtained from the concerned authorities from time to time.

K. The Allottee acknowledges and confirms that the Promoters propose to construct the Free Sale Buildings by utilization of the Free Sale Component in accordance with approvals and permissions obtained/ to be obtained from time to time and as disclosed in the Disclosed Layout. The proposed layout plan being Disclosed Layout ("**Disclosed Layout**"), annexed to this Agreement as **Annexure "2"**, tentatively indicates the present/future/ further buildings/towers/wings that may be built on the said Land and the reservations affecting the said Scheme that may be constructed on the said Land. The Promoters reserve their rights and are and shall continue to be entitled to amend, modify and/or substitute the Disclosed Layout including any future and further development of the Larger Land and / or the said Land including the location of the reservations affecting the said Scheme to be constructed on the said Land, in full or in part, as may be required by the Promoters from time to time or due to planning constraints which inter alia may include construction of buildings with such permutations and combinations of commercial/ residential or residential cum commercial premises or such other users as may be permissible and shifting the location of the reservations affecting the said Scheme anywhere on the Larger Land and / or the said Land , in a phase-wise manner or as may be deemed fit and proper by the Promoters including by implementing various schemes as mentioned in DCR 1991/ DCPR 2034 or based on expectation of increased FSI / development potential which may be available in future on modification of DCR 1991/DCPR 2034, which are applicable to the development of the said Land inter alia in consonance with revised DCR 1991/DCPR 2034. Any amendments to the Disclosed Layout in accordance with the approvals and permissions and what is stated herein will result in changes to the Disclosed Layout.

L. The development and construction of Wing A, Wing B, Wing C, Wing D, Wing E and Wing F of the Free Sale Buildings to be known as "**34 Park Estate**" is proposed as a "Real Estate Project" by the Promoters ("**Real Estate Project**") and the Promoters have registered the Real Estate Project with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("**RERA Rules**"). The Authority has duly issued the Certificate of Registration No. P51800006729 (as modified from time to time) for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as **Annexure "3"** hereto.

M. The principal and material aspects of the development of the Real Estate Project, are briefly stated below:

(i) The Real Estate Project is known as '34 Park Estate':

(ii) SRA has issued amended Intimation of Approval dated 19th March, 2020 for Wings A to Wing D of the Real Estate Project and has granted Commencement Certificate dated 2nd June, 2015 with respect to the Real Estate Project, in the manner and on the terms and conditions as set out therein. Copy of the aforesaid Intimation of Approval dated 19th March 2020 and the Commencement Certificate dated 2nd June, 2015 is hereto annexed and marked as **Annexure "4"**.

(iii) Wings A to D shall comprise of Ground + 2 Podium levels + 1 e deck level/Podium + 1st to 36th Residential floors, Wing E shall comprise of Ground +40 upper floors. Wing F may be a part of the Composite Building comprising of (i) a Rehabilitation Building

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having 23 floors to be constructed by utilization of the Rehab Component on the Rehab Land and (ii) Wing F of the Real Estate Project ("Wing F") having Ground +30 Residential floors to be constructed by utilization of the Free Sale Component. The Promoters reserve their right to construct the Composite Building as one composite building of one wing of rehab and one wing of sale or to have two independent rehab and sale building as may be decided by the Promoters in their sole discretion, in accordance with the approvals obtained / to be obtained from the concerned authorities from time to time.

(iv) The Real Estate Project shall comprise such number of car parking slots as may be permissible in law and approved by the concerned authorities.

(v) The Allottee has been explained by the Promoters and the Allottee understands that the Promoters may for the planning constraints or on account of the height not being sanctioned or for any other reason as may be deemed fit and proper in their sole discretion, construct a building of the floors less than the aforesaid floors and the Allottee explicitly and irrevocably agrees and consents for the same. On account of the above, there may be changes / amendments in location, area, count (of refuge floors/units, water tanks, staircases, width of staircases, lifts, basements, car parking tower, fire check floor, fire chute, etc.), and the Allottee agrees and provides his/her irrevocable consent for the same.

(vi) The premises comprised in the Real Estate Project shall be comprising of residential flats, shops, commercial and retail units and/or such other user as the Promoters may deem fit and as may be permissible in law.

(vii) At present, a total FSI of 64,538 square meters has been sanctioned for consumption in the construction and development of the Real Estate Project. The Promoters proposes to eventually consume approximately 70,000 square meters FSI and any further FSI by whatever name called that may be generated from time to time ("**Total FSI**") in the construction and re-development of the Real Estate Project or the layout of the said Land. In the event of amalgamation of any of the adjoining plots and / or otherwise development thereof along with the said Land, the Total FSI shall increase and the term Total FSI shall be deemed to be inclusive of such increased FSI.

(viii) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s and other allottees of the Real Estate Project on a non-exclusive basis, are listed in the **Second Schedule** hereunder written and are hereinafter referred to as "**Real Estate Project Amenities**".

(ix) The Real Estate Project Amenities shall be constructed in a phase-wise manner and shall be completed upon construction of the entire Real Estate Project and obtainment of the occupation certificate thereof. Further, the Promoters reserve their right to substitute, upgrade, modify, delete, relocate or enhance any or all the Real Estate Project Amenities.

(x) In the event of amalgamation of the said Land or the Larger Land with the adjoining Land parcels and/or otherwise redevelopment thereof with the said Land, the Real Estate Project Amenities comprised in **Second Schedule** including access roads shall be used by the flat purchasers of the buildings constructed on the adjoining plots also.

(xi) The Promoters shall have the exclusive right to put up signage, hoarding, and all other forms of advertisement board whatsoever within the Larger Land. The Promoters shall be entitled to place, select, decide and put hoarding/boards of their Logo and/or Brand Name or any other Logo and/or Brand name as decided by the Promoters from time to time, in perpetuity in the form of Neon Signs, MS Letters, and Vinyl & Sun Boards or any

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- (ii) All the other title deeds and documents in relation to the Real Estate Project.
- (iii) All the approvals and sanctions of concerned authorities issued till date for the development of the said Scheme including the layout plan, building plan, floor plan and the commencement certificate of the said Wing constructed / being constructed on the said Land; and
- (iv) Copy of Property Register Card are annexed and marked as **Annexure "5"**;
- (v) Copy of the typical floor plan of the Premises, is hereto annexed and marked as **Annexure "6"**.
- (vi) Copy of the Title Certificate dated 18th July 2020, issued by Legal Pyramids, certifying the right/entitlement of the Promoters is annexed hereto and marked as **Annexure "7"** hereto ("**the said Title Certificate**").

T. Further, (i) the requisite approvals and sanctions, for the development of the Real Estate Project from the competent authorities are obtained / being obtained, (ii) approvals and sanctions from other relevant statutory authorities are applied for and/or in process of being obtained and/or obtained by the Promoters.

U. The Promoters have accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans and approvals and permissions, as referred hereinabove.

V. The carpet area of the said Premises (as defined under the provisions of RERA) is set out in the **Third Schedule** hereunder written.

W. Prior to execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is/are satisfied with respect to, (i) the title of the Promoters to undertake the said Scheme, and such title being clear and marketable and to construct the Real Estate Project thereon as mentioned in this Agreement and applicable law and sell the premises therein and (ii) the entire said Scheme (iii) the approvals and permissions (including Commencement Certificate) obtained till date. The Allottee/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee/s has/have the financial capability to consummate the transaction.

X. The Promoters have agreed to sell to the Allottee and the Allottee has agreed to purchase from the Promoters, the said Premises for lumpsum consideration as set out in the **Third Schedule ("Sale Consideration")** hereunder written and upon the terms and conditions mentioned in this Agreement.

Y. The list of Annexures attached to this Agreement are as follows:

- Annexure "1"** : Plan/ Block Plan of the Larger Land.
Annexure "2" : Disclosed Layout.
Annexure "3" : Copy of RERA Certificate.
Annexure "4" : Copies of the Intimation of Approval and Commencement Certificate;
Annexure "5" : Copy of the Property Register Card.
Annexure "6" : Copy of the typical floor plan of the said Premises.
Annexure "7" : Copy of the said Title Certificate.

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Z. The Promoters relying on the confirmations, representations and assurances of the Allottee 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.

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

1. The above Recitals form an integral part of this Agreement as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended to be read or interpreted in derogation of RERA or Rules framed thereunder.

2. The Promoters shall construct the Real Estate Project being Wing A, Wing B, Wing C, Wing D, Wing E and Wing F known as “**34 Park Estate**” in accordance with the plans, designs and specifications approved / to be approved by the SRA and / or other competent authorities from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee/s on a non-exclusive basis and are listed in the **Second Schedule** hereunder written i.e. Real Estate Project Amenities.

PROVIDED THAT the Promoters shall have to obtain prior consent in writing of the Allottee in respect of any variations or modifications which may adversely affect the area of the said Premises, except for any alteration or addition required by any Government authorities, or, due to change in law, or changes made to exploit the full potential of the Larger Land or, any change as contemplated by any of the disclosures already made to the Allottee herein. Provided further that the Promoters shall be entitled to make modifications, variations, additions or alterations as may be required by the Promoters from time to time, by obtaining 2/3rd consent of concerned adversely affected allottees in the said Wing/ Building. It is clarified that the consent of those Allottees who are not affected by the modifications, variations, additions or alterations proposed and/or carried out by the Promoters as aforesaid shall not be required. It is further clarified that only if the said Premises are relocated anywhere else in the Real Estate Project, contrary to what is agreed herein, the Allottee shall be deemed to be adversely affected person for the purposes of consent. The Promoters shall also be entitled to make such changes within the Real Estate Project or in the Premises as may be required by the Promoters or the concerned authorities or as may be necessary due to architectural and structural requirements, without any consent from the Allottee.

3. The Promoters may club, amalgamate the development/redevelopment of the lands adjacent/ adjoining to the Larger Land. The Promoters shall also be entitled to club/ amalgamate the development of the Larger Land (or part thereof) with any such other adjacent/ adjoining land, whether as a common integrated layout with the Larger Land (or part thereof) or otherwise, subject to necessary approvals/sanctions from the concerned authorities. For this purpose, the Promoters shall be entitled to take steps including but not limited to following:

(a) Amalgamate schemes of development of the adjoining land, land plates, land composition and land mix;

(b) Float FSI/Transferable Development Rights (“**TDR**”) from the Larger Land onto the adjoining land/properties and/or from the adjoining land/properties onto the Larger Land and undertake consequent construction, development, sale, marketing and alienation;

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- (c) Provide common access and entry and exit points to and from the said Land (or part thereof) and the adjoining properties, which may be used in common by the allottees/occupants of premises constructed on the said Land (or part thereof) and the adjacent/adjoining properties;
- (d) Upon such acquisition, clubbing or amalgamation of the adjoining land the magnitude and scope of the Real Estate Project and / or the Larger Land and / or the said Land shall vary and modify in accordance with the actual acquisition of land/project

4. DISCLOSURES AND TITLE:

(a) The Allottee hereby declares and confirms that prior to the execution of this Agreement, the Promoters have made full and complete disclosure of their right, title and interest in the Real Estate Project and the said Scheme and the said Premises and the Allottee has taken full, free and complete disclosure of the right, title and interest of the Promoters to the said Scheme, the said Premises and the Allottee has taken full, free and complete inspection of all the information, documents, disclosures that have been uploaded by the Promoters on the MahaRERA website, and has/have also satisfied himself / herself / themselves of the particulars and disclosures, including the following:

- (i) Nature of the right, title and interest of the Promoters to the said Scheme and the development of the Real Estate Project and the encumbrances thereon;
- (ii) The drawings, plans and specifications duly approved and sanctioned till date by the sanctioning authorities in respect of the Real Estate Project, and the floor plan of the said Premises;
- (iii) Particulars of fixtures, fittings and specifications proposed to be provided in the said Premises as more particularly mentioned in the **Fourth Schedule** hereunder written;
- (iv) FSI utilized and/or to be utilized in the Real Estate Project;
- (v) The nature of the organization to be constituted of the Allottee of the Premises in the Real Estate Project;
- (vi) The Approvals to be obtained, in relation to the Real Estate Project;
- (vii) Nature of responsibilities of the Promoters and Allottee under this Agreement;
- (viii) Nature of inter-se roles, responsibilities and obligations of the Promoters shall be as per the terms of the Joint Development Agreement;
- (ix) The various amounts and deposits that are to be paid by the Allottee including the Sale Consideration, Other Charges, Usage Charges (as defined below), taxes, maintenance and outgoings;
- (x) The nature of the right, title and interest of the Allottee in the said Flat/Premises hereby agreed to be created.
- (b) The Promoters would be entitled to aggregate any contiguous land parcel with the development of the Larger Land, in accordance with applicable law, as may be amended, modified and / or re-enacted from time to time.
- (c) The Promoters are entitled to amend, modify and/or substitute the plans, in full or in

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