

369/13647

पावती

Original/Duplicate

Friday, June 28, 2024

नोंदणी क्र.: 39म

1:57 PM

Regn.: 39M

पावती क्र.: 15363

दिनांक: 28/06/2024

गावाचे नाव: चेंबूर

दस्तऐवजाचा अनुक्रमांक: करल1-13647-2024

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: स्मिता विजय शिंगाडे

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1700.00

पृष्ठांची संख्या: 85

**DELIVERED**

एकूण:

रु. 31700.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे  
2:16 PM ह्या वेळेस मिळेल.

दु. निबंधक कुर्ला 1

सह. दुय्यम निबंधक

कुर्ला-१ (वर्ग-२)

वाजार मुल्य: रु. 3869840.04 /-

मोबदला रु. 4500000/-

भरलेले मुद्रांक शुल्क : रु. 270000/-

1) देयकाचा प्रकार: DHC रकम: रु. 1700/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0624279907486 दिनांक: 28/06/2024

बँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH004357147202425P दिनांक: 28/06/2024

बँकेचे नाव व पत्ता:

*[Handwritten Signature]*

28/06/2024

## गावाचे नाव : चेंबूर

(1) विलेखाचा प्रकार	करगनामा
(2) मोबदला	4500000
(3) बाजारभाव(माडेपट्ट्याच्या वास्तुनिपट्ट्याकार आकारणी देतो की पट्टेदार ते समज करावे)	3869840.04
(4) नू-सापत,पोटहिस्सा व घर नू मांक(असल्यास)	1) पालिकेचे नाव:Mumbai Ma.na.pa. इतर वर्णन :सदतिका नं: फ्लॉट नं. 1904, माळा नं: 19 वा मजला,ए विंग, इमारतीचे नाव: प्रोमेसा मिडटाऊन,विंग ए अँड बी, ब्लॉक नं: मेवा नगर,, रोड : पेस्टम सागर रोड नं 4,चेंबूर वेस्ट,मुंबई 400089, इतर माहिती: फ्लॉट क्षेत्रफळ 230 चौ. फूट रेरा कारपेट,( ( C.T.S. Number : 638, 638/1 to 10, 639 ; ) )
(5) क्षेत्रफळ	1) 230 चौ.फूट
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुक्मनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-मेसर्स दर्शन प्रॉपर्टीस तर्फे भागीदार मामिक आर जेन तर्फे मुखत्यार प्रवीण पी. जोईल वय:-36; पत्ता:- प्लॉट नं: ऑफिस नं १ ६ए/१ ६बी , माळा नं: 2 रा मजला , इमारतीचे नाव: रघुवंशी मेन्शन, ब्लॉक नं: -, रोड नं: रघुवंशी मिल्स, लोअर परेल, मुंबई , महाराष्ट्र, MUMBAI. पिन कोड:-400013 पॅन नं:-AAFFD6257P
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुक्मनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-स्मिता विजय शिंगाडे वय:-46; पत्ता:-प्लॉट नं: बी - 13 , माळा नं: -, इमारतीचे नाव: न्यु स्वामी चाळ , ब्लॉक नं: जवळ दत्तात्रेय दुर्गाअम्बिका मंदिर , रोड नं: सुभाप नगर,असल्या,घाटकोपर (वेस्ट),मुंबई, महाराष्ट्र, मुंबई. पिन कोड:-400084 पॅन नं:-BSPPS6087K 2): नाव:-विजय धाकु शिंगाडे वय:-51; पत्ता:-प्लॉट नं: बी - 13 , माळा नं: -, इमारतीचे नाव: न्यु स्वामी चाळ, ब्लॉक नं: जवळ दत्तात्रेय दुर्गाअम्बिका मंदिर, रोड नं: सुभाप नगर,असल्या,घाटकोपर (वेस्ट),मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:-400084 पॅन नं:-BRUPS3503A
(9) दस्तऐवज करून दिल्याचा दिनांक	28/06/2024
(10)दस्तावेज नोंदणी केल्याचा दिनांक	28/06/2024
(11)अनुक्रमांक,खंड व पृष्ठ	13647/2024
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	270000
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

मूल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारनामा निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



मूल्यांकन पत्रक ( शहरी क्षेत्र - बांधीव )					
Valuation ID	202406285042	28 June 2024,01:48:49 PM करल1			
मूल्यांकनाचे वर्ष	2024				
जिल्हा	मुंबई(उपनगर)				
मूल्य विभाग	98-चेबूर - कुर्ला				
उप मूल्य विभाग	भुभाग: द्रुतगती मार्ग, महात्मा गांधी मार्ग व वॉर्ड हद्द यांनी वेढलेला भाग.				
सर्व्हे नंबर /न. भू क्रमांक :	सि.टी.एस. नंबर#638				
<b>वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.</b>					
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक
69360	149640	172080	187040	149640	चौरस मीटर
<b>बांधीव क्षेत्राची माहिती</b>					
बांधकाम क्षेत्र(Built Up)-	23.51चौरस मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण- उद्दवाहन सुविधा-	1-आर सी सी आहे	मिळकतीचे वय- मजला -	0 TO 2वर्षे 11th floor To 20th floor	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		= 110% apply to rate= Rs.164604/-			
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर		= ((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी) + खुल्या जमिनीचा दर = ((164604-69360) * (100 / 100 ))+69360 = Rs.164604/-			
A) मुख्य मिळकतीचे मूल्य		= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 164604 * 23.51 = Rs.3869840.04/-			
Applicable Rules		= ,10,4			
<b>एकत्रित अंतिम मूल्य</b>		= मुख्य मिळकतीचे मूल्य + तळपराचे मूल्य + मेझॅनार्ईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + मेकेनिकल वाहनतळ = A + B + C + D + E + F + G + H + I + J = 3869840.04 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 =Rs.3869840.04/-			

करल - १  
१३६७९ | १ | ७  
२०२४

Home Print

सह. दुय्यम निबंधक  
कुर्ला-१ (वर्ग-२)





CHALLAN  
MTR Form Number-6

करल - १		
१३एन	२	८
२०२४		



GRN	MH004357147202425P	BARCODE	[Barcode]			Date	28/06/2024-13:13:37	Form ID	25.2
Department Inspector General Of Registration					Payer Details				
Stamp Duty					TAX ID / TAN (If Any)				
Type of Payment Registration Fee					PAN No.(If Applicable) BSPPS6087K				
Office Name KRL1_JT SUB REGISTRAR KURLA NO 1					Full Name Smita Vijay Shingade				
Location MUMBAI					Flat/Block No. FLAT NO.1904 ON 19TH FLOOR IN A WING IN				
Year 2024-2025 One Time					Premises/Building PROMESA MIDTOWN				
Account Head Details				Amount In Rs.					
0030045501 Stamp Duty				270000.00		Road/Street PLOT BEARING C.T.S. NO. 638,638/1 TO 10			
0030063301 Registration Fee				30000.00		Area/Locality CHEMBUR			
						Town/City/District			
						PIN 4 0 0 0 8 9			
						Remarks (If Any)			
						PAN2=AAFFD6257P~Second Party Name=DARSHAN			
						PROPERTIES~CA=4500000			
						Amount In Three Lakh Rupees Only			
Total				3,00,000.00		Words			
Payment Details STATE BANK OF INDIA					FOR USE IN RECEIVING BANK				
Cheque-DD Details					Bank CIN	Ref. No.	10000502024062804022	4565253134720	
Cheque/DD No.					Bank Date	RBI Date	28/06/2024-13:14:00	Not Verified with RBI	
Name of Bank					Bank-Branch		STATE BANK OF INDIA		
Name of Branch					Scroll No. , Date		Not Verified with Scroll		



Department ID : Mobile No. : 9167611085  
 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.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1	(iS)-369-13647	0002368093202425	28/06/2024-13:57:05	IGR197	30000.00





**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

**Receipt of Document Handling Charges**

PRN	0624279907486	Receipt Date	28/06/2024
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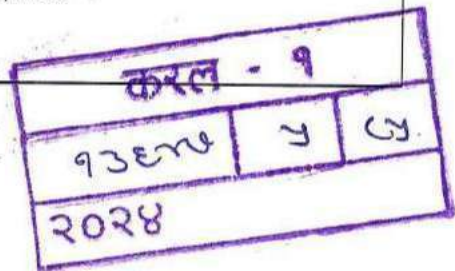
Received from DHC, Mobile number 0000000000, an amount of Rs.1700/-, towards Document Handling Charges for the Document to be registered on Document No. 13647 dated 28/06/2024 at the Sub Registrar office Joint S.R. Kurla 1 of the District Mumbai Sub-urban District.



**Payment Details**

Bank Name	SBIN	Payment Date	27/06/2024
Bank CIN	10004152024062707095	REF No.	454549058138
Deface No	0624279907486D	Deface Date	28/06/2024

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



करल - १		
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Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0524279907486	Date 27/06/2024
Received from DHC, Mobile number 0000000000, an amount of Rs.1700/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R. Kurla 1 of the District Mumbai Sub-urban District.	
Payment Details	
Bank Name SBIN	Date 27/06/2024
Bank CIN 10004152024062707095	REF No. 454549058138
This is computer generated receipt, hence no signature is required.	



1

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is made at Mumbai this 25<sup>th</sup> day of June, 2024

BETWEEN

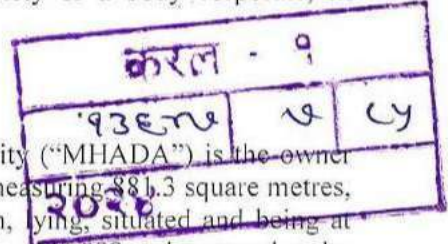
M/s. Darshan Properties, a partnership firm registered under the provisions of the Indian Partnership Act, 1932, having its office at 16A/16B, 2<sup>nd</sup> Floor, Raghuvanshi Mansion, Raghuvanshi Mills, Lower Parel, Mumbai – 400013., hereinafter referred to as the "Promoter" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partner or partners for the time being of the said firm, the survivor or the survivors, and the heirs, executors and the administrators of the last survivor) of the ONE PART;


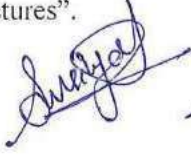
AND

Mrs.Smita Vijay Shingade And Mr.Vijay Dhaku Shingade Indian Inhabitant(s) residing at Near Dattatray Durgambika Mandir, B-13, New Swamy Chawl, Subhash Nagar, Asalfa, Ghatkopar (West), Mumbai-400084., hereinafter jointly and severally referred to as the "Purchaser/s" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in the case of an individual/s, his or her or their heirs, executors, administrators and permitted assigns, And in the case of a Partnership firm, the partners from time to time constituting the firm and the survivors or survivor of them And the heirs, executors and administrators of the last surviving partner and their/his/her permitted assigns And in case of a HUF the members of HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and assigns of such last surviving member of the HUF And in the case of a company or a society or a body corporate, its successors and permitted assigns) of the OTHER PART.

WHEREAS:

- A. The Maharashtra Housing and Area Development Authority ("MHADA") is the owner of and is well and sufficiently entitled to a plot of land admeasuring 881.3 square metres, bearing CTS Nos. 638, 638/1 to 10 of Chembur Division, lying, situated and being at Pestom Sagar Road No. 4, Seva Nagar, Chembur, Mumbai – 400 089 and assessed under the books of Assessor & Collector under M Ward, in the Registration District and Sub-District of Mumbai City and Suburban, shown in red colour boundary line on the plan annexed hereto and marked as **Annexure "I"** and more particularly described in the First Schedule hereunder written (hereinafter referred to as the "First Property").
- B. The Collector, Mumbai, is the owner of and is well and sufficiently entitled to a plot of land admeasuring 851.8 square metres, bearing CTS No. 639 of Chembur Division, lying, situated and being at Pestom Sagar Road No. 4, Seva Nagar, Chembur, Mumbai – 400 089 and assessed under the books of the Assessor & Collector under M Ward, in the Registration District and Sub-District of Mumbai City and Suburban, shown in red colour boundary line on the plan annexed hereto and marked as **Annexure "II"** and more particularly described *Secondly* in the First Schedule hereunder written (hereinafter referred to as the "Second Property").
- C. Unless referred to individually, the First Property and the Second Property, are collectively referred to as the "Larger Property".
- D. There is a Church on a portion of the Larger Property.
- E. There are numerous slum dweller's structures on the First Property ("First Property Structures") the Second Property ("Second Property Structures"). Unless referred to individually, the First Property Structures and the Second Property Structures, are collectively referred to as the "Old Structures".







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- F. The First Property Slum Dwellers proposed to form a society known as "Raj Rajeshwari Co-operative Housing Society (Proposed)" ("First Property Society"). The Second Property Slum Dwellers proposed to form a society known as "Pestom Sagar Cooperative Housing Society (Proposed)" ("Second Property Society"). Unless referred to individually, the First Property Society and the Second Property Society, are collectively referred to as the "Slum Societies".
- G. The First Property was declared as "slum" under the provisions of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 ("Slum Act"), by a notification dated 9th July, 1980 bearing No.ENC/DCK/SR.93 issued by the Deputy Collector (ENC) and Competent Authority of Sub - Division Kurla III.
- H. By a Committee Development Agreement dated 5th May, 2008, executed between Mr. Anwar Sayyed Husain, the promoter of the First Property Society of the one part, and the Promoter of the other part (the "First Property Development Agreement"), the First Property Society granted to the Promoter, the development rights and the rights to construct buildings on the First Property.
- I. By a Deed of Declaration and Confirmation dated 25<sup>th</sup> January, 2010 executed between Mr. Anwar Sayyed Husain, the promoter of the First Property Society of the one part, and the Promoter of the other part, and registered with the Sub-Registrar of Assurances at Bandra under Serial No. BDR-13/902 of 2010, the First Property Society inter alia confirmed the terms and conditions of the First Property Development Agreement;
- J. By a Committee Development Agreement dated 5th May, 2008, executed between Mr. Raj Lakhman Bhuradwaj, the promoter of the Second Property Society of the one part, and the Promoter of the other part (the "Second Property Development Agreement"), the Second Property Society granted to the Promoter, the development rights and the rights to construct buildings on the Second Property.
- K. By a Deed of Declaration and Confirmation dated 25<sup>th</sup> January, 2010 executed between Mr. Raj Lakhman Bhuradwaj, the promoter of the Second Property Society of the one part, and the Promoter of the other part, and registered with the Sub-Registrar of Assurances at Bandra under Serial No. BDR-13/901 of 2010, the Second Property Society inter alia confirmed the terms and conditions of the Second Property Development Agreement.
- L. The Second Property was declared as "slum" under the provisions of the Slum Act, by a notification dated 30th December, 2014 bearing No. SRA/DSLRL/Desk-1/T-S1/3C Pestom Sagar/2014/1795, issued by the Chief Executive Office, Slum Rehabilitation Authority ("SRA").
- M. The Promoter has proposed to develop the Larger Property, and construct buildings thereon.
- N. The SRA and other authorities have, from time to time, issued / granted the following approvals for development of the Larger Property are hereto and marked as **Annexure "II"**
- SRA issued Revised Letter of Intent dated 30<sup>th</sup> August, 2022 bearing No. SRA/ENG/2435/MW/MHL,STGL/LOI;
  - SRA issued Amended Intimation of Approval dated 30<sup>th</sup> August, 2022 bearing No.M-W/MHADA&STGOVT/0019/20100920/AP/C; and
  - SRA issued Further Commencement Certificate dated 9<sup>th</sup> May, 2023 bearing No. M-W/MHADA&STGOVT/0019/20100920/AP/C.
- O. The Promoter has commenced the construction of a rehab building, on a portion of the Larger Property ("Rehab Building"), and agreed to provide to each of the Slum Dwellers, permanent alternate accommodation in the Rehab Building, in lieu of their respective Old Structures. The said portion of the Larger Property, on which the Rehab Building is being constructed, is hereinafter referred to as the "Rehab Plot".




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- P. The Promoter has proposed to develop the Property, and construct building/s thereon, in a phase wise and/or project wise manner.
- Q. The Promoter is constructing a tower for car parkings, on a portion admeasuring 85.114 square metres of the Larger Property ("Car Parking Tower").
- R. The Promoter is constructing a free sale building known as "**Promesa Midtown Wing A & B**" on Property ("**Sale Building**"). The said portion Property, on which the Sale Building is being constructed, is shown in colour boundary line on the plan annexed hereto and marked as **Annexure "1"**, and is more particularly described in the Second Schedule hereunder written, and is hereinafter referred to as the "said Property". The Sale Building shall consist of premises, parkings, flats, tenements all other premises and areas for sale and/or otherwise transfer of the same ("Sale Premises"). The development and construction of the Sale Building is hereinafter referred to as the "Project".
- S. The Promoter is developing the said Property and constructing the Sale Building known as "**Promesa Midtown Wing A & B**" on the said Property, being the Project, as a separate project as provided under Section 3 of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the Maharashtra Real Estate (Regulation and Development) Rules, 2017 ("RERA Rules").
- T. The Promoter has registered the Sale Building (i.e. the Project) with the Real Estate Regulatory Authority (hereinafter referred to as "Authority") under the provisions of Section 5 of RERA read with the provisions of the RERA Rules at Mumbai under no. P51800046735 on 01.09.2022. A copy of RERA Registration Certificate issued by the Authority is annexed and marked as **Annexure "III"** hereto. The above details are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.
- U. In these circumstances the Promoter is entitled to develop, inter alia the said Property and construct the Sale Building thereon being the Project, and sell the Sale Premises therein, and is entitled to receive, retain and appropriate the sale consideration and all other amounts, etc. in respect thereof.
- V. While sanctioning the said plans, the authorities and/or Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Project shall be granted by the concerned authority.
- W. The Purchaser/s is/are aware that layout of the Larger Property and the said Property, access, prepared by the Promoter is a tentative layout, showing inter-alia the different portions presently envisaged to be developed by the Promoter and is likely to be changed or revised as per the requirements of the Promoter and/or SRA and/or other statutory authorities. The Promoter reserves its right to alter the layout design, elevation etc. /make variations in the layout with such modifications thereto as the Promoter, may from time to time determine/ or as may be required), without the consent of the Purchaser/s and the purchaser will not raise any objection for the same.
- X. The Promoter has entered into a prescribed agreement with an Architect, registered with the Council of Architects and also appointed a Structural Engineer for preparing structural designs and drawings and specifications of the Sale Building (i.e. Project ) to be constructed on the said Property and the Purchaser/s accept/s the professional supervision of the said Architect and the said Structural Engineer till the completion of the buildings, unless otherwise changed by the Promoter.
- Y. Bhide & Associates (Advocate) have issued their Report on Title dated 16.08.2022 relating to the said Property. The copy of the said Report of Title is annexed hereto and marked as **Annexure "IV"**.



*(Signature)*

*(Signature)*

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Z. The principal and material aspects of the development of the said Property, as disclosed by the Promoter are briefly stated below:

- (i) The remaining portion Larger Property, is proposed to be developed in a phase wise and/or project wise, manner;
- (ii) FSI of 10923.12 square meter is proposed to be consumed on the said Property;
- (iii) The Project comprises of new free sale buildings consisting of Sale Premises and containing Part Basement, 1 ground floor, 0 Podiums, and 19 upper floors;
- (iv) Total FSI of 10923.12 square meters has been sanctioned for consumption in the construction and development of the Project. The Promoter proposes to consume a further FSI of \_\_\_\_\_ Sq.Mtr., thus aggregating to total FSI of \_\_\_\_\_ Sq.Mtr. or such further FSI as may be available due to any change in government policy, in the construction and development of the Project; and
- (v) The Promoter shall be entitled to put hoarding/boards of their Brand Name, in any form including of Neon Signs, MS Letters, Vinyl & Sun Boards on said said Property including on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites.

AA. The Purchaser/s, has/have demanded inspection from the Promoter and the Promoter has given inspection to the Purchaser/s of all documents of title relating *inter-alia* to the said Property including all the documents mentioned in the recitals hereinabove and also the plans, designs and specifications prepared by the Promoter's Architects, the Report on Title, revenue records and all other documents as specified under RERA and the rules made there under, as amended up to date and the Purchaser/s is/are fully satisfied with the title of the Promoter in respect of the said Property and the Promoter's right to allot various flat/premises in the Sale Building to be constructed on the said Property and Purchaser/s has/have agreed not to raise any requisitions on or objections to the same;

BB. The Purchaser/s after having investigated and after being fully satisfied with respect to the title of said Property, has/have approached the Promoter and requested the Promoter to allot to him/her/them a Flat bearing No.1904 admeasuring 230 square feet (RERA carpet area) on the 19<sup>th</sup> Floor in the 'A' Wing of the Sale Building being constructed on the said Property, for the consideration of **Rs.45,00,000/- (Rupees Forty Five Lakhs Only)** (hereinafter referred to as "Sale Price"), and on the terms and conditions hereinafter appearing. The said Flat bearing No. 1904 is shown in hatch lines on the plan annexed and marked as Annexure "V" hereto, and is hereinafter referred to as the "said Flat".

CC. Relying upon the said applications, declaration and agreement herein contained, the Promoter has agreed to allot to the Purchaser/s the said Flat, at the price and on the terms and conditions hereinafter appearing.

DD. Copies of following documents are annexed to this Agreement;

- (i) Plan showing the said Property (Annexure "I");
- (ii) Revised Letter of Intent dated 30<sup>th</sup> August, 2022, Amended IOA dated 30<sup>th</sup> August, 2022 and Revised CC dated 30<sup>th</sup> August, 2022 (Annexure "II");
- (iii) RERA Registration Certificate (Annexure "III")
- (iv) Report on Title given by Bhide & Associates (Advocate) (Annexure "IV"); and
- (v) Plan of the said Flat (Annexure "V").
- (vi) Architect's Certificate dated 10<sup>th</sup> August, 2022 (Annexure "VI" hereto)

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EE. Under section 13 of RERA, the Promoter is required to execute a written Agreement for Sale in respect of the said Flat, being in fact these presents and also to register this Agreement under the Indian Registration Act, 1908.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

- The recitals contained above and the Schedules and the Annexures hereto form an integral and operative part of this Agreement as if the same were set out and incorporated herein verbatim.
- The Promoter shall comply with all the terms, conditions, stipulations, restriction etc., if any, which may have been imposed by the authorities, at the time of sanctioning of the plans. The Promoter shall construct the Sale Building known as "**Promesa Midtown Wing A & B**", being Project, on the said Property, in accordance with the plans, specifications, designs and elevations as approved by the concerned local authority and which have been seen and perused by the Purchaser/s with such variations and modifications as the Promoter may consider necessary or as may be required by the Government, SRA and/or any other local authority from time to time. The Promoter shall be entitled to make such variations and/or modifications in the plans as they may deem fit, without any permission or consent of the Purchaser/s, so long as the area of the said Flat agreed to be allotted to the Purchaser/s remains unchanged or so long as such variation and/or modification does not adversely affect the said Flat, without any permission or consent of the Purchaser/s. The Purchaser/s hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed/ be imposed by the concerned local authorities and/or Government bodies at the time of sanction of the said plans or thereafter.
- The Purchaser/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to allot to the Purchaser/s, the said Flat admeasuring **21.37** square metres (RERA carpet area) equivalent to **230** square feet (RERA carpet area) on the 10<sup>th</sup> floor of the Sale Building being constructed on the said Property, at and for the lumpsum Sale Price of **Rs.45,00,000/- (Rupees Forty Five Lakhs Only)** payable by the Purchaser/s to the Promoter in the following manner:

Sr. No.	Particulars/Event	Due in %	Amount (Rs.)
1.	On Booking	10	4,50,000
2.	within 60 days from booking	10	4,50,000
3.	On completion of plinth	10	4,50,000
4.	On completion of 5 <sup>th</sup> slab	10	4,50,000
5.	On completion of 10 <sup>th</sup> slab	10	4,50,000
6.	On completion of 15 <sup>th</sup> slab	10	4,50,000
7.	On completion of Terrace slab	10	4,50,000
8.	On completion of Brickwork n internal plaster	7.5	3,37,500
9.	On completion of External Plaster	7.5	3,37,500
10.	On Installation of Lift	7.5	3,37,500
11.	On Receipt of OC	7.5	3,37,500
	<b>Total</b>	<b>100</b>	<b>45,00,000</b>

*Singh*

*Patel*

4. The Promoter shall confirm the final carpet area of the said Flat that has been allotted to the Purchaser after the construction of the Sale Building is complete and the occupation certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser within forty five (45) days with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause \_\_\_ of this Agreement.

5. The Promoter has disclosed and the Purchaser is aware, agrees, acknowledges and confirms that: (a) the Floor Space Index available as on date in respect of the Project is 10923.12 square meters, and (b) the Promoter has planned to utilize more FSI by availing of TDR, FSI, fungible FSI and other FSI available on payment of premiums and/or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations or otherwise, and (c) the Promoter has the right and shall be entitled to amalgamate the said Property with any other property or properties and the Purchaser/s shall not have any objection in this regard. The Purchaser has agreed to purchase the said Flat based on the proposed construction and sale of premises to be carried out by the Promoter by utilizing the process and on the understanding that the declared proposed FSI shall belong to Promoter only.

6. The Purchaser/s hereby agree/s, covenant/s and undertake/s to pay the Sale Price of Rs. 45,00,000/- (Rupees Forty Five Lakhs Only) plus all taxes, cess, fees, cost, charges, duties, etc. including service tax and /or Value Added Tax (VAT) and/ or Goods and Services Tax (GST) etc. to the Promoter from time to time in the manner set out in Clause 7 herein. The Sale Price is exclusive of any sums, amounts, taxes, charges, cess, duties etc. including service tax, VAT, GST and other taxes, cess, levies, fees and other charges of any nature whatsoever, as are or may be applicable and/or payable hereunder or that may become applicable or payable in the future, and all such sums, amounts, taxes, charges, duties, cess, etc. shall be entirely borne and paid by the Purchaser/s, and the Promoter shall never be liable, responsible and/or required to bear and/or pay the same or any part thereof. The Purchaser/s hereby agree/s, confirm/s and undertake/s that an intimation forwarded by the Promoter, that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is completed.

7. The Purchaser shall pay to the Promoter escalation / increase in the Sale Price if such escalation / increase is on account of development charges, payable to the competent authority and/or any increase in other charges.

8. The Purchaser/s shall make all payments of the Sale Price due and/or payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of "DARSHAN PROPERTIES-A/C NO 777705225556 - Master Escrow Account". In case of any financing arrangement entered by the Purchaser/s with any financial institution with respect to the said Flat, the Purchaser/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such amounts towards Sale Price due and payable to the Promoter through an account payee cheque / demand draft / wire transfer / any other instrument drawn in favour of "DARSHAN PROPERTIES-A/C NO 777705225556 Master Escrow Account". Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Flat and shall be construed as a breach on the part of the Purchaser/s, in which event the Promoter shall be entitled to terminate this Agreement and forfeit 10% (ten percent) of the Sale Price. 70% (seventy percent) of the amounts deposited/transferred to DARSHAN PROPERTIES-RERA A/C NO. 777705225557, from time to time shall be deposited in a separate account to be maintained under Section 4(2)(l)(D) of RERA.

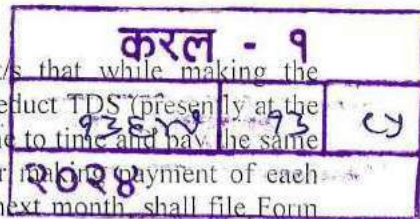




9. The Purchaser/s further agree/s, undertake/s and covenant/s that while making the payment of installments of Sale Price, the Purchaser/s shall deduct TDS (presently at the rate of 1% of the amount paid) as may be applicable from time to time and pay the same to the concerned department/authority. The Purchaser/s after making payment of each installments and Service Tax/ GST, on or before 7<sup>th</sup> day of next month shall file Form 26QB with the Income Tax Authority in the prescribed format and on or before 22<sup>nd</sup> day of the month in which respective Form 26QB is filed, shall furnish Form 16B to the Promoter.
10. The Purchaser/s is/are aware that the time to make the payment of installments and service tax and all other taxes and all other amounts as mentioned herein, is the essence of contract and in event of delay on part of the Purchaser/s to make the payment of any of the installments together with Service Tax and/or any other tax (including delivering Form 16B certificate thereof), then without prejudice to right of the Promoter to cancel and terminate this Agreement, the Purchaser/s shall be liable to pay interest at the simple rate specified under the RERA Rules per annum to the Promoter on all delayed payments from the due date till the date of realization thereof.
11. In the event, the Purchaser/s desire/s to cancel the allotment of said Flat, then 10% (ten percent) of the Sale Price shall stand forfeited and the Purchaser/s shall not be entitled to receive or recover the said 10% (ten percent) of the Sale Price from the Promoter and Promoter shall not be liable or responsible for the same. The Purchaser/s shall also have to bear and pay to the Promoter, at the time of cancellation, the brokerage charges (if the said Flat is purchased through the broker). The Promoter shall not be liable to refund Service Tax, VAT, GST and all other taxes paid or payable on this Agreement and/or on the Sale Price and/or interest and/or other wise. , and the Purchaser/s may, at their own costs, charges, expenses, risks, consequences, etc. apply to the concerned authority for refund of the stamp duty and registration charges paid by the Purchaser/s. The Purchaser/s shall also be liable to pay interest on any defaulted payment as per the terms in it contained, and all other amounts, sums, taxes, charges, duties, cess, etc. payable by the Purchaser to the Promoter, at the time of making accounts when the Purchaser/s has/have expressed his/her/their desire to cancel the allotment of the said Flat. It is agreed by and between the Parties that all the above-referred amounts due and payable by the Purchaser/s, as specified hereinabove, shall be deducted from the amount received by the Promoter from the Purchaser/s till the time of such cancellation. The Promoter shall return the balance amount from the Sale Price (if any) to the Purchaser/s without any interest within a period of thirty (30) days after said Flat is sold to a third party and an amount including consideration amount in respect thereof is received by the Promoter and thirty (30) days after the date on which said Flat is sold and all amounts including consideration amount in respect thereof is received by the Promoter, shall be the date on which refund of the balance amount, if any, shall become due and payable by the Promoter to the Purchaser.
12. The Purchaser/s is/are aware that the Promoter shall not be liable and/or obligated to allot any car parking spaces to the Purchaser/s, and the Purchaser/s shall not be entitled to any car parking spaces. However, the Promoter shall be entitled to allot car parking spaces to other purchasers.
- (A) The Purchaser/s herein agree/s and confirm/s that Parking Spaces shall be used for parking of the motor vehicles only and for no other purpose and that no alteration and/or modification and /or construction of any nature shall be carried out in the Parking Spaces;
- (B) The Purchaser/s herein agree/s and confirm/s that he/she/they shall not raise any objection to the designations/selections of parking done/to be done by the Promoter for other purchaser/s and accepts the designation of the Parking Spaces allotted to the Purchaser/s herein.








13. The Promoter shall be entitled (but not obliged) to terminate this Agreement on the happening of any of the following events ("Events of Default"):

- (i) If the Purchaser/s commits default in making payment of any of the amounts and/or installments of any amount payable under this Agreement or otherwise;
- (ii) If the Purchaser/s commits breach of any other terms, conditions, covenants and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, LOI, IOA, CC, NOC and/or any other sanction, permission, approvals, undertakings, writings and affidavits etc.;
- (iii) If the representation, declarations and/or warranties etc. made by the Purchaser/s in the Booking Form, Allotment Letter, present Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Purchaser/s is untrue or false;
- (iv) If the Purchaser/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up;
- (v) If the Purchaser/s is/are, convicted of any offence involving moral turpitude and/or is sentenced to imprisonment for any offence for not less than six months;
- (vi) If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Purchaser/s or in respect of all or any of the assets and/or properties of the Purchaser/s; and

If the Purchaser/s have received any notice from the Government in India (Central, State or Local) or foreign Government for the Purchaser/s involvement in money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him / her / them.

14. On happening or occurring of any of the Events of Default, the Promoter shall, without prejudice to all other rights that the Promoter may have against the Purchaser/s either under this Agreement or in law or otherwise, give fifteen (15) days' notice to the Purchaser/s to rectify/remedy such breach. In the event, Purchaser/s fail/s to rectify/remedy the breach within the said notice period, then the Promoter shall be entitled (but shall not be obliged) to: (i) forthwith terminate this Agreement ("Termination Date") and (ii) forfeit/deduct 10% (ten percent) of the Sale Price and balance, if any, shall be refunded to the Purchaser/s without any interest within a period of thirty (30) days after said Flat is sold to a third party and all amounts including consideration amount in respect thereof is received by the Promoter, and thirty (30) days after the date on which said Flat is sold and all amounts including consideration amount in respect thereof is received by the Promoter, shall be the date on which refund of the balance amount, if any, shall become due and payable by the Promoter to the Purchaser. The Purchaser/s agree, confirm and acknowledge that the amounts forfeited as set out herein constitute a reasonable, genuine and agreed pre-estimate of damages that may be caused to the Purchaser/s and neither the Purchaser/s nor any person or party on his/her/their behalf shall claim any additional/ further amounts as compensation, damages or in any manner whatsoever. If the Purchaser/s has/have availed loan from financial institutions, banks or other institutions against the security of the said Flat then, the Purchaser/s shall clear the mortgage debt outstanding at the time of such termination. The Purchaser/s, at his/her/their own cost and expenses, shall obtain necessary letter/no due certificate from such financial institution, banks, etc., stating that the Purchaser/s has/have cleared the mortgage/debt/charge within fifteen (15) days from the Termination Date. In such an event, the Purchaser/s shall become entitled to the refund of the amount without any interest within a period of thirty (30) days after (i) receipt of such letter/no dues certificate from the financial institution, banks, etc., and (ii) said flat is sold to a third party and all amounts including consideration amount in respect thereof is received by the Promoter. In any event, the Promoter shall be entitled to directly pay the amount payable to the financial institution, bank, their employer or other such institutions by the Purchaser/s from the balance amount standing to the credit of the Purchaser/s with the Promoter (if any) towards the said Flat (paid by him/her/them to the Promoter towards the Sale Price) to the extent so as to clear the mortgage/debt/charge on the said Flat.





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15. Notwithstanding anything contrary contained herein, in case the Purchaser/s fail or are otherwise unable to make payment of any of the amounts and/or installments of any amount payable under this Agreement or otherwise, to the Promoter, then the Promoter shall without prejudice to any other rights or remedies that it may have against the Purchaser/s, including the right to terminate and forfeit 10% (ten percent) of the Sale Price and put an end to this Agreement as mentioned herein, be entitled to receive and recover from the Purchaser/s and the Purchaser/s shall pay to the Promoter simple interest on all outstanding payment at the rate specified under the RERA Rules per annum from the due date till the date of realization thereof.
16. The Promoter is not making any statement, declaration, representation, warranties, guarantees etc. with respect to the brochure of the Project and/or the Sale Building, show flat, height of the ceiling of the show flat, measurements, layout of the show flat, area of the show flat, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artefacts, designs and all other items, lobby, landscaping, amenities etc., and the Promoter does not warrant and/or guarantee the accuracy with respect to the same, and the same shall not be provided by the Promoter, in the said Flat and/or any other flat and/or in the Project. The information, depictions, fixtures, fittings, furniture, pictures, drawings, images etc., with regards to the show flat and the information, depictions of the lobby, landscaping, amenities, fixtures, furniture, interiors, designs and all other items with regard to the same shall not be relied upon by the Purchaser/s as statements and/or representations of fact, and the Purchaser/s have not agreed to acquire the said Flat on the basis of such show flat, lobby, landscaping, amenities, fixtures, furniture, interiors, designs and any and all other items etc., or any part thereof and the same do not form and are not intended to form any part of the transaction contemplated herein. The details of the said Flat shall be mentioned herein and the same shall be final.
17. All the aforesaid rights and/or remedies of the Promoter are cumulative and without prejudice to one another.
18. (A) It is expressly agreed that the right of the Purchaser/s under this Agreement or otherwise shall always be restricted to the said Flat only, and such right will accrue to the Purchaser/s only on the Purchaser/s making payment of all the amounts including the Sale Price to the Promoter strictly in accordance with the Agreement and only on the Purchaser/s performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof. All other unsold flats/units, car parking, portion or portions of the said Sale Building, other buildings etc. including recreation ground, internal roads, recreational facilities such as gardens, club-house etc. shall always be the sole and absolute property of the Promoter. The Purchaser/s hereby confirm/s and consent/s to the irrevocable, absolute and unfettered right of the Promoter to develop, redevelop, sub-develop and/or assign their rights, give on lease, sub-lease, and/or deal with and dispose of the said Property and/or said Sale Building and/or all other unsold flats/units/shops and car parks and portion or portions of the said Sale Building and/or the said Property including common areas, such as staircase, staircase landing, entrance lobby, recreation ground, internal roads, open spaces, terraces, recreational facilities such as gardens, club-house, in the manner deemed fit by the Promoter without any consent or concurrence of the Purchaser/s or any other person and at the sole discretion of the Promoter. The Purchaser/s are aware that the aforesaid recreational facilities are available for the use and enjoyment of the holders of various premises in the said Sale Building and other buildings along with the users / occupiers of other premises / developments on the said Property.
- (B) With regards to the common areas described in the Third Schedule hereunder written, it is agreed that the Purchaser/s shall only be permitted to use the said common areas on such terms and conditions as the Promoter may deem fit.



*[Handwritten Signature]*

*[Handwritten Signature]*



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Upon completion of the development of the Sale Building and receipt of the Occupation Certificate in respect of the Sale Building and subject to the Purchaser/s performing all his/her/their obligations including having made payment of the entire Sale Price including all dues, outgoings to be paid hereunder, the Purchaser/s shall apply to the new society/ association of purchasers to be admitted as a member of the new society/ association of purchasers. The Promoter shall cause the new society/ association of purchasers to admit the Purchaser/s as member of the new society/ association of purchasers, subject to the Purchaser/s agreeing to abide by the rules, regulations and bye-laws of the new society/ association of purchasers.

- (B) The Purchaser/s agrees to become a member of the new society/ association of purchasers and abide by the rules, regulations and bye-laws of the new society/ association of purchasers and to pay to the new society/association of purchasers such amounts as may be payable by him/her/them from time to time, without recourse to the Promoter. The Purchaser/s shall occupy the said Flat subject to the rules and regulations and bye-laws of the new society/ association of purchasers. The Purchaser/s shall sign all necessary applications, letters, documents and other papers and writings for the purpose of becoming a member of the new society/ association of purchasers. The Purchaser/s hereby specifically confirms that he/her/they has/have read the bye-laws of the new society/association of purchasers and agrees and undertakes to duly observe the same.

The Promoter may grant and register, a conveyance or a lease, at its own discretion, in respect of the said Property, in favour of the new society/ association of purchasers that will be formed by the Promoter.

- (D) It is expressly and specifically clarified, agreed, understood and confirmed by and between the Parties hereto that the unsold flats, car parking spaces, portion or portion of the Sale Building etc. shall at all times be and remain the absolute property of the Promoter and the Promoter may if it so desires, become member of the new society in respect thereof, and the Promoter shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Purchaser/s herein, nor the new society/association of purchasers shall object to or dispute the same. On the Promoter intimating to the new society/association of purchasers, the name or names of the purchaser/s or acquirer/s of such unsold flats/shops/premises, etc., the new society/association of purchasers shall forthwith accept and admit such purchaser/s and acquirer/s as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof including any amount collected by the Promoter from such purchaser/s towards development charges, legal charges etc. as mentioned in Clause \_\_ and \_\_ below. The Promoter shall not be liable to pay any maintenance charges/out goings, etc. in respect of the unsold flats, shops, car parking spaces and other premises save and except the municipal taxes with effect from the date of grant of occupation. Provided however in the event, the Promoter occupies or permits occupation of any flat, such occupant/s or Promoter as the case may be shall be liable to pay the maintenance charges, etc. in respect thereof. It is further clarified that for allotment/sale of such Flat, the Promoter shall not be liable to take any permission/consent of the new society/association of purchasers.

- (E) The Promoter has informed the Purchaser, and the Purchaser/sis aware that the Purchaser/s will be enrolled as a member of the new society/ association of purchasers, upon payment of requisite entrance fees and membership fees and Rs.25,000/- (Rupees Twenty Five Thousand Only) towards develop the new society/association of purchasers, and all other amounts.

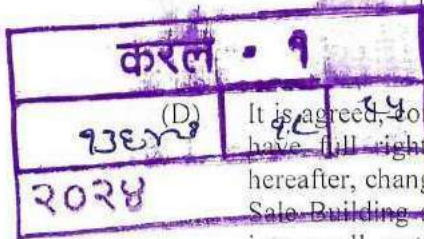
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- (F) The Purchaser/s shall at no time demand partition of the said Building and/or said Property etc. and/or his/her/their interest, if any, therein and the same shall never be partitioned.
20. The Promoter shall allot all flats, garages, car parking, open spaces, terraces etc. intended to be constructed on the said Property with a view ultimately that the purchaser/s/allottees of all the flats, garages, car parking, open space etc., in the Sale Building shall be admitted to the new society/association of purchasers. It is agreed and clarified that the Promoter shall have all the rights and be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the flats, garages, car parking, open spaces, terraces, etc., separately and independently and the Purchaser/s/allottees of all the flats, garages, car parking, open space in the Sale Building shall be admitted to the new society/association of purchasers.
21. The Purchaser/s and the person/s, to whom the said Flat is permitted to be used shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Promoter or the or new society/association of purchasers may require for safeguarding the interest of the Promoter and/or the Purchaser/s and other purchasers in the said Property.
- 22.
- (A) It is agreed between the Parties that the Promoter shall be entitled to develop the said Property in phase-wise manner and/or sector-wise and/or project wise manner as the Promoter may desire. The Promoter is retaining unto themselves full rights for the purpose of providing ingress or egress from the said Property in the manner deemed fit by the Promoter and the Purchaser/s unequivocally and irrevocably agrees not to raise any objection or dispute regards the same now or at any time in the future and the Purchaser/s acknowledges that hardship may be caused during such time and undertakes expressly never to object to the same.
- (B) It is agreed between the Parties that the Promoter shall be entitled from time to time and at all times to make necessary amendments or changes or substitution or modification of the layout plan as may be sanctioned by SRA and/or any other authorities in respect of the said Property to utilize FSI and/or development rights in respect thereof and for that purpose to submit plans or proposals as the Promoter may deem fit. It is further agreed that the Promoter in its absolute discretion shall be entitled to locate or provide in the Sale Building on the said Property any additional floor or floors and use the same for such purpose or purposes as the Promoter may desire without reference or recourse to the Purchaser/s or the new society/association of purchasers at the discretion/option of the Promoter time to time.
- (C) The Purchaser/s hereby expressly consents to the Promoter re-design the Sale Building or increase in number of floors, adding new building or buildings or the recreation area or realigning any internal road, common area, club house, swimming pool, recreation area and passages and such other area or areas as the Promoter may desire to realign and re-design and if the Sale Building in which the Purchaser/s has/have agreed to acquire the said Flat is completed earlier than other building/s structures, then the Purchaser/s confirms that the Promoter will be entitled to utilise any FSI, TDR and all the benefits, potentials, yield, advantages etc. presently available and / or that may be available in the future for any reason including on account of change in regulations / law / act etc. in respect of the said Property or any part thereof or any adjoining property or properties as the case may be, and till all the aforesaid is fully utilised by the Promoter, and all the premises etc. are sold, and the amount or amounts receivable by the Promoter is/are duly received by the Promoter and all the obligations required to be carried out by the Purchaser/s herein and the purchaser/s of premises are fulfilled by them, the Promoter shall not be bound and shall not be called upon or required to cause the new society/association of purchasers to admit the Purchaser/s as member/s of the new society/association of purchasers and the Purchaser/s agrees and irrevocably consent/s not to have any demand or dispute or objection in that behalf.









It is agreed, confirmed and covenanted by the Purchaser/s that the Promoter shall have full right and absolute authority and shall be entitled to, at any time hereafter, change, alter and amend the layout, plans, designs, elevation, etc. of the Sale Building and/or the said Property and/or get the said Property sub-divided into small portions or parts or amalgamate the same with any other property or properties and the Purchaser/s shall not have any objection in this regard. Further it is agreed between the Parties hereto that the Purchaser/s shall not be entitled to nor shall he/she/they demand sub-division of the said Property or be entitled to any FSI exceeding the FSI used and consumed in the Sale Building out of any FSI available now or in future and that the Purchaser/s and/or the new society/association of purchasers shall not be entitled to put up any further or additional construction on the Sale Building exceeding the FSI consumed therein at the time of grant of the Occupation Certificate for any reason whatsoever.

23. It is agreed, confirmed and covenanted by the Purchaser/s that the Promoter shall have full right and absolute authority and shall be entitled to, at any time hereafter, utilize, consume, load etc. FSI of the said Property or any part thereof and vice versa.

24. The name of the Sale Building shall always be known as **"Promesa Midtown Wing A & B"** and this name shall not be changed without the prior written permission of the Promoter.

25. It is agreed that the said Flat shall be of RCC structure with normal brick, siporex, with cement plaster only. It is agreed that the Sale Building and its layout may contain common fixtures, fittings and/or amenities as specified in the Fourth Schedule hereunder written. The Purchaser/s hereby agree/s, declare/s and confirm/s that save and except the said specification, fixtures, fittings and/or amenities, the Promoter shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and/or amenities in the Sale Building /said Property.



26. It is agreed that the said Flat shall contain fixtures and fittings as set out in the Fourth Schedule hereunder written and the Purchaser/s confirm/s that the Promoter shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said Flat.

27. Subject to the Purchaser/s not being in default of any of the terms and/or conditions contained herein including default in payment of the Sale Price, applicable taxes or any part thereof, the Promoter shall complete the construction of and handover the said Flat to the Purchaser/s by \_\_\_\_\_ ("Possession Date"). If the Promoter fails to hand over the said Flat to the Purchaser/s on or before the Possession Date, and only if the Purchaser has paid all the amounts payable by him/her under this Agreement (including interest, if any) and performed all his/her obligations and only if the Purchaser/s do not intend to cancel this Agreement/ withdraw from the Project, the Promoter shall pay to the Purchaser/s simple interest as specified in the RERA Rules, on all the amounts paid by the Purchaser/s to the Promoter towards Sale Price for every month of delay from the Possession Date till the handing over of the possession of the said Flat.

Provided that the Promoter shall be entitled to reasonable extension of time for handing over possession of the said Flat, if the completion of the said Flat is delayed on account of:

- (i) War, civil commotion or act of God; and/or
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

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28. If the Purchaser/s intend/s to cancel this Agreement or withdraw from the Project, on account of delay in handing over possession of the said Flat due to circumstances mentioned in Clause 27 herein, then on cancellation of this Agreement by the Purchaser/s:

- (i) The Promoter shall refund to the Purchaser/s the amounts already received by the Promoter in respect of the said Flat (except the amounts towards Service Tax, VAT, GST and other taxes) within a period of thirty (30) days after said Flat is sold to another flat purchaser and all amounts including consideration amount in respect thereof is received by the Promoter, with simple interest as specified in RERA Rules from the date of cancellation of this Agreement till the date the amounts are repaid;
- (ii) The Purchaser/s shall not have any right, title, interest, claim, demand and/or dispute against the Promoter and/or in respect of the said Flat or any part thereof, in any manner whatsoever; and
- (iii) The Promoter shall be entitled to sell, transfer and/or otherwise entitled to deal with and/or dispose of the said Flat in such manner, as the Promoter may deem fit.

29. The Purchaser/s hereby agree/s and confirm/s that the Promoter shall not be responsible for the refund of any of the applicable taxes including Service Tax, VAT, GST or any other tax, levy, statutory charges paid by the Purchaser/s to the Promoter and/or collected by the Promoter from the Purchaser/s, and the Purchaser/s may, at their own costs, charges, expenses, risks, consequences, etc. apply to the concerned authority for refund of the stamp duty and registration charges paid by the Purchaser/s.

30. The Purchaser/s shall not sell, transfer, assign, give on leave and license, allow to be used as a guesthouse and/or otherwise deal with and dispose of the said Flat or any of their rights and/or benefits, without the Promoter's prior written consent.

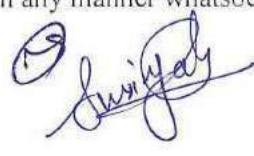

31. Subject to hereinabove and / or subject to circumstances beyond the Promoter's reasonable control, if the Promoter fails to hand over the said Flat to the Purchaser/s on the Possession Date or on the extended date/s and only if the Purchaser/s have paid all the amounts payable by him/her/them hereunder (including interest, if any) and performed all his/her/their obligations, and:



(A) only if the Purchaser does not intend to cancel this Agreement / withdraw from the Project, simple interest as specified in the RERA Rules on all the amounts paid by the Purchaser to the Promoter towards Sale Price for every month of delay from the Possession Date till the handing over of the possession of the said Flat;

(B) If the Purchaser/s intends to terminate this Agreement or withdraw from the Project, then on termination of this Agreement by the Purchaser:

- (i) The Promoter shall refund to the Purchaser/s the amount already received by the Promoter in respect of the said Flat (except the amounts towards Service Tax/VAT and other taxes), with simple interest as specified in RERA Rules from the date of termination of this Agreement till the date the amounts are repaid within a period of 30 days after said Flat is sold to another flat purchaser and all amounts including consideration amount in respect thereof is received by the Promoter, and the date on which said Flat is sold and all amounts including consideration amount in respect thereof is received by the Promoter, shall be the date on which refund of the balance amount, if any, shall become due and payable by the Promoter to the Purchaser/s;
- (ii) The Purchaser/s shall not have any right, title, interest, claim, demand and/or dispute against the Promoter and/or in respect of the said Flat or any part thereof, in any manner whatsoever; and

(iii) The Promoter shall be entitled to sell, transfer and/or otherwise entitled to deal with and/or dispose of the same in such manner, as the Promoter may deem fit.

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The Purchaser/s shall make payment of the installments mentioned hereinabove along with all the other amounts including amounts mentioned as mentioned in Clauses mentioned above. The Promoter shall offer in writing the possession of the said Flat to Purchaser after obtaining the occupation certificate from the authority and on all the payment made by the Purchaser/s. The Purchaser/s shall occupy the said Flat within fifteen (15) days of the Promoter giving written notice to the Purchaser/s intimating that the said Flat is ready for use. In the event the Purchaser/s fail/s and / or neglect/s to take possession within the specified period, it shall be deemed that the Purchaser/s has/have taken possession from the date of the said writing and that date shall be deemed to be the "Date of Possession" and all obligations of the Purchaser/s related to take possession of the said Flat shall be deemed to be effective from the said Date of Possession.

33. Commencing a week after notice in writing is given by the Promoter to the Purchaser/s that the said Flat is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect of the said Property or part thereof (as the case may be) and the Sale Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common light, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Property or part thereof and the Sale Building. Until the said Purchaser/s are admitted as members of the new society/association of purchasers, the Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter, at its sole discretion.

34. The Purchaser/s shall use the said Flat only for residential purpose and not for any commercial or other activity. The Purchaser/s shall use the Parking Spaces, if allotted, only for the purpose of keeping or parking of the Purchaser's own vehicle.

35. In addition to the said Sale Price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), the Purchaser/s shall pay to the Promoter the following non-refundable amounts on the date on which possession of the said Flat is offered. The Promoter shall not be liable, responsible and / or required to render the account in respect of the amounts mentioned herein below.

36. The Purchaser/s shall, simultaneously with Promoter offering possession of the said Flat, pay to the Promoter, inter alia, the following amounts over and above the Sale Price as mentioned in Clause above and all other amounts payable by the Purchaser/s under this Agreement or otherwise. The Promoter are entitled to retain and appropriate the same to its own account and shall not be liable, responsible and / or required to render the account in respect of the amounts mentioned herein below and shall not be required and/or obligated to or handover the same to the new society/association of purchasers:

Sr.No.	Charges	Amount (Rs.)
1.	Non-refundable Legal Charges	25000.00
2.	Non-refundable Development Charges	.00
3.	Non-refundable Infrastructure Charges	.00
4.	Non-refundable charges for share money, application, entrance fee of the society	.00
5.	Non-refundable Electricity deposit and Water meter connection charges (non-refundable)	25000.00
6.	Mahanagar Gas Connection	.00
7.	All other charges	25000.00
	<b>Total</b>	<b>75000.00</b>





37. In addition to the aforesaid amounts, the Purchaser/s shall pay to the Promoter the following amounts on the date on which possession of the said Flat is offered:

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Sr.No.	Charges	Amount (Rs.)
1.	Corpus Fund	.00
2.	Entrance Fees and membership fees	.00
3.	Maintenance Charges Deposit (at Rs.9 per square feet of carpet area for period of 1 Years )	24840.00

38. It is hereby clarified that the aforesaid amounts mentioned hereinabove do not include the dues for electricity, gas and other bills for the said Flat and the Purchaser/s shall be liable to pay electricity, gas and other bills for the individual meters separately. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and the Purchaser/s agrees to pay to the Promoter, such other charges or such other amounts under such heads or increase in any of the amounts as the Promoter may indicate without any demur.
39. It is agreed that in the event of any additional amounts becoming payable in respect of items mentioned hereinabove, then the Purchaser/s shall forthwith on demand pay to and/or deposit the additional amounts with the Promoter. The said amount shall not carry any interest.
40. The Account for the maintenance amount will be provided.
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(A) The Purchaser/s by himself/herself/themselves with intention to bind all persons into whose hands the said Flat and other premises may hereinafter come hereby covenant/s with the Promoter as follows:

- (i) Not to do or suffer to be done anything in or to the Sale Building, said Flat, staircase common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the Sale Building or to the said Flat itself or any part thereof and to maintain the said Flat at the Purchaser's own cost in good repair and condition from the date on which the Purchaser/s is permitted to use the said Flat. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and also pay any penal charges levied by the authorities.
- (ii) Not to store anything in the refuge floor nor store any goods in the said Flat which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the Sale Building or storing of such goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the Sale Building and in case any damage is caused to the Sale Building on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs.
- (iii) Not to change the user of the said Flat and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Flat and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.







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(iv) Not to demolish or cause to be demolished the said Flat or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Flat or any part thereof and keep the portion sewers, drains, pipes in the said Flat and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the Sale Building.

(v) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the Sale Building and not cover/enclose the planters and service ducts or any of the projections from the said Flat, within the said Flat, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Flat without the prior written permission of the Promoter, nor do / cause to do any hammering for whatsoever use on the external / dead walls of the Sale Building or do any act to affect the F.S.I potential of the said Property.

(vi) Not to affix any fixtures or grills on or within the Sale Building for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Flat. The standard design for the same shall be obtained by the Purchaser/s from the Promoter and the Purchaser/s undertake/s to not fix any grill on the exterior of the Sale Building and/or within the said Flat, having a design other than the standard design approved by the Promoter. In the event the Purchaser/s fails to rectify the default of his/her/their obligation within seven (7) days from committing this default to the satisfaction of the Promoter at his/her/their own cost, then the Promoter, without prejudice to all its rights through its agents, shall have a right (but shall not be obliged) to enter upon the said Flat and dismantle at the Purchaser's cost, such fixtures or grills or air conditioner or the outdoor condensing unit which are in contravention of this sub-clause or any other provision of this Agreement.



Not to do or permit to be done any act or thing which may render void or bindable any insurance of the said Property and the Sale Building or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.

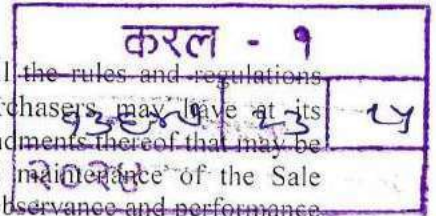
(viii) Not to delay / default in payment of the amounts to be paid to the Promoter in addition to the amounts collected in Clauses above and pay within fifteen (15) days of demand by the Promoter, their share of security deposit demanded by any concerned local authority or government, MHADA, for giving water, gas connection or any electric supply company for giving electricity or any other service connection to the Sale Building.

(ix) Not to delay / default in payment of increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority from time to time.

(x) Not to transfer or assign the Purchaser's right, interest or benefit under this Agreement and / or let, sublet, sell, mortgage and / or otherwise transfer, assign or part with occupation or give on leave and license, care taker, paying guest or tenancy basis or induct any person/s into or part with the said Flat without the prior written consent of the Promoter. Such consent, if granted, shall be subject to the terms and conditions imposed and stipulated by the Promoter herein.

(xi) Not violate and shall abide by all rules and regulations framed by the Promoter/ its designated Project Manager or by the new society/association of purchasers, for the purpose of maintenance and up-keep of the said Sale Building and in connection with any interior / civil works that the Purchaser/s may carry out in the said Flat.

*[Handwritten signatures]*



- (xii) Not violate and shall observe and perform all the rules and regulations which the new society/association of purchasers may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Sale 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/s shall also observe and perform all the stipulations and conditions laid down by the new society/association of purchasers regarding the occupation and use of the said Flat in the Sale Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (xiii) Not do or permit or suffer to be done anything in or upon the said Flat or any part of the Sale Building which is or may, or which in the opinion of the Promoter is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighbourhood provided always that the Promoter shall not be responsible to the Purchaser/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the Sale Building and the Purchaser/s shall not hold the Promoter so liable;
- (xiv) Not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Flat or in or on the common stairways, refuge areas, corridors and passageways in and of the Sale Building.
- (xv) Not in any manner enclose any area to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Flat and keep the same unenclosed at all time. The Promoter shall have the right to inspect the said Flat at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Purchaser/s and also to recover costs incurred for such demolition and reinstatement of the said Flat to its original state.
- (xvi) Not to permit any person in the employment of the Purchaser/s (such as domestic help, drivers, cleaners etc.) to sleep and / or occupy the common area of the Sale Building such as passage, lobby, stair case and / or any part of the said Property.
- (xvii) Not to claim rights and interest on any common areas, amenities, facilities, etc., inter alia the common areas, amenities, and/or facilities as mentioned in the Third Schedule and the Fourth Schedule written hereunder.
- (xviii) Not to claim any rights, interest, etc. and/or raise any claims, objections, demands, etc. in respect of and/or against the Church standing on a portion of the Larger Property.
- (B) In addition to the aforesaid conditions, the Purchaser/s further binds himself/herself/themselves in respect of the said Flat and covenants as under:
- (i) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat into the compound or the refuge floor or any portion of the said Property and the Sale Building.



- (ii) Not at any time cause or permit any public or private nuisance or to use the loud speaker, etc., in or upon the said Flat, Sale Building or the said Property or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Promoter.

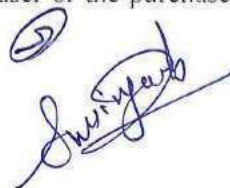
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- (iii) Not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Flat and/or the Sale Building nor litter or permit any littering in the common areas in or around the said Flat and/or the Sale Building and at the Purchaser's own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Flat and/or the Sale Building to the requirement and satisfaction of the Promoter and/or relevant government and statutory authorities.
- (iv) Not do either by himself/itself or any person claiming through the Purchaser/s anything which may or is likely to endanger or damage the Sale Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the Sale Building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the Sale Building.



- (v) Not display at any place in the Sale Building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser/s shall not stick or affix pamphlets, posters or any paper on the walls of the Sale Building or common area therein or in any other place or on the window, doors and corridors of the Sale Building.
- (vi) Not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the Sale Building or the exterior wall of the said Flat or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or dish antenna any other thing whatsoever save and except the name of the Purchaser/s in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter;
- (vii) Not park at any other place and shall park all vehicles in the allotted/ designated parking lots only as may be prescribed by the Promoter;
- (viii) Cause the new society/association of purchasers to paint the Sale Building at least once in every five years maintaining the original colour scheme even after the agreement is executed in favour of the new society/association of purchasers.

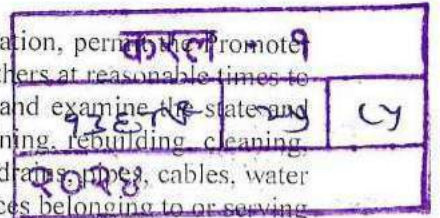
42. If within a period of five (5) years from the date of handing over the said Flat to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the said Flat, and provided such defect is not attributable to normal wear and tear and misuse and/ or any act of commission or omission on the part of the Purchaser or the purchasers/ occupants of the adjoining flats including but not limited to unauthorised changes/ repairs, non-maintenance of fittings and fixtures, then, wherever possible such defects shall be rectified by the Promoter at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA. Notwithstanding anything contained herein, the Promoter shall not be liable and/or responsible in any manner whatsoever, for any defects due to any act of commission or omission on the part of the Purchaser or the purchasers/ occupants of the other flats and premises.



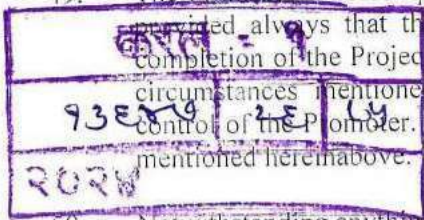


43. The Purchaser/s shall, with prior twenty four (24) hours intimation, permit the Promoter and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said Flat or any part thereof to view and examine the state and conditions thereof and/ or for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the Sale Building and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the premises of the Sale Building in respect whereof, the Purchaser/s of such other premises, as the case may be, shall have made default in paying his/her/their share of taxes, maintenance charges etc.
44. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or of the said Property and the Sale Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him, and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter.
45. It is expressly agreed that the Promoter shall have an irrevocable and perpetual right and be entitled to put a hoarding on the said Property or any parts of the Sale Building and/or other buildings including on the terrace and/or on the parapet wall and/or on the said Property and the said hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoter is fully authorized to allow temporary or permanent construction or erection for installation either on the exterior of the Sale Building or on the said Property as the case may be and further the Promoter shall be entitled to use and allow third parties to use any part of the Sale Building and the property for installation of cables, satellite, communication equipment, cellular telephone equipment, radio transmitters, equipment, wireless equipment and all other equipment, etc. The Purchaser/s agrees not to object or dispute the same. It is further expressly agreed that the Promoter shall have an irrevocable and perpetual right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Purchaser/ new society/association of purchasers shall not have any right or be entitled to any of the rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall solely and absolutely belong to the Promoter.
46. As stated herein, the Purchaser/s shall not, without the prior written consent of the Promoter, sell, give on license/ lease, transfer, mortgage, create charge etc. or otherwise deal with or dispose of the said Flat or any part thereof.
47. The Purchaser/s hereby grant/s his/her/their irrevocable consent to the Promoter mortgaging the said Property along with the Sale Building, save and except the said Flat, being constructed thereon, to enable the Promoter to augment the funds for the development of the said Property.
48. The Purchaser/s hereby expressly agrees and covenants with the Promoter that in the event of the Sale Building on the said Property being not ready for use and in the event of the Promoter offering occupation of the said Flat to the Purchaser/s then and in that event the Purchaser/s shall not have any objection to the Promoter completing the construction of the balance building or additional floors on the said Property without any interference or objection. The Purchaser/s further confirm/s that he/she/they shall not object or dispute construction of the balance building or buildings, wing or wings or additional floors or additional construction or part or parts thereof by the Promoter on any ground including on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Promoter shall be entitled to either themselves or through any nominees to construct and complete the said additional storeys, wing or wings or building or buildings on the said Property as they may desire in their absolute discretion without any interference or objection or dispute by the Purchaser/s. The Purchaser/s hereby consent/s to the same time being under any law as applicable.





49. The Promoter shall complete the Project by 31.12.2025 (the "Project Completion Date") provided always that the Promoter shall be entitled to further extension of time for completion of the Project, if the completion of the said Project is delayed on account of circumstances mentioned in Clause 27 and other circumstances beyond reasonable control of the Promoter. The Other Circumstances for the purpose of this Agreement are mentioned hereinabove.



50. Notwithstanding anything contrary to contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by the Promoter) and notwithstanding the Promoter giving any no objection/permission for mortgaging the said Flat or creating any charge or lien on the said Flat and notwithstanding the mortgages/charges/lien of or on the said Flat, the Promoter shall have first and exclusive charge on the said Flat and all the right, title and interest of the Purchaser/s under this Agreement for recovery of any amount due and payable by the Purchaser/s to the Promoter under this Agreement or otherwise.

51. The Purchaser/s hereby nominates \_\_\_\_\_ having his/her/their address at \_\_\_\_\_ who is \_\_\_\_\_ of the Purchaser/s as his/her/their nominee in respect of the said Flat (the "said Nominee"). On the death and/or incapability of Purchaser/s, the said Nominee shall assume all the obligations of the Purchaser/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Purchaser/s shall at any time hereafter be entitled to substitute the name of the said nominee for the purposes herein mentioned. The Promoter shall only recognize the said nominee or the nominee substituted by the Purchaser/s (only if such substitution has/have been intimated to the Promoter in writing) and deal with him or her in all matters pertaining to the said Flat. The heirs and legal representatives of the Purchaser/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or of the said Nominee. The Promoter shall at its discretion be entitled to insist on Purchase/Succession Certificate/Letters of Administration and/or such other documents as the Promoter may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Owners/Promoter as may be necessary and required by the Promoter.

52. The Purchaser/s hereby agree/s to indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoter from or due to any breach by the Purchaser/s of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Purchaser/s in complying/performing his/her/their obligations under this Agreement.

53. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered Post A.D./Under Certificate of Posting/Courier or by hand delivery or by Fax, E-mail to the address of the addressee at his/her/their address hereinbefore mentioned

54. A notice shall be deemed to have been served as follows:  
 (i) if personally delivered, at the time of delivery  
 if sent by courier, Registered (Post) A.D. or by Fax, E-mail at the time of delivery thereof to the person receiving the same.

55. For the purposes of this transaction, the details of the PAN of the Promoter and the Purchaser/s are as follows:

- Promoter PAN - AAFFD6257P
- Sole/ First Purchaser PAN - BSPPS6087K
- Second/Third Purchaser PAN- BRUPS3503A

56. The Parties hereto confirm that this Agreement constitutes the full agreement between the Parties hereto and supersedes all previous agreements, arrangements, understanding, writings, allotment, letters, brochures and/or other documents entered into, executed and/or provided.

57. No forbearance, indulgence or relaxation or inaction by the Promoter at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.
58. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Promoter.
59. The Purchaser/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for allotment of the said Flat including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Purchaser's account.
60. The Purchaser/s hereby declare/s that he/she/they has/have gone through this Agreement and all the documents related to the said Property and the said Flat and has/have expressly understood the contents, terms and conditions of the same and the Purchaser/s after being fully satisfied has/have entered into this Agreement and further agree/s not to raise any objection in regard to the same.

IN WITNESS WHEREOF the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
(Description of the Larger Property)

**FIRSTLY:**  
(Description of the First Property)

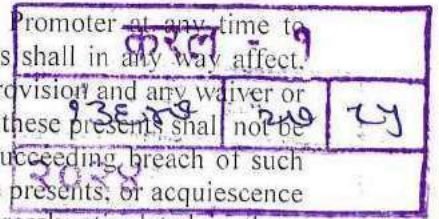
Plot of land admeasuring 881.3 square metres, bearing CTS Nos. 638, 638/1 to 10 of Chembur Division, lying, situated and being at Pestom Sagar Road No. 4, Seva Nagar, Chembur (West), Mumbai – 400 089 and assessed under the books of Assessor & Collector under M Ward, in the Registration District and Sub-District of Mumbai City and Suburban, and bounded as follows, that is to say:

On or towards the East	:	CTS No. 639
One or towards the North	:	Adj Road
On or towards the West	:	CTS No. 623 B/7
On or towards the South	:	CTS No. 646

**SECONDLY:**  
(Description of the Second Property)

Plot of land admeasuring 851.8 square metres, bearing CTS No. 639 of Chembur Division, lying, situated and being at Pestom Sagar Road No. 4, Seva Nagar, Chembur (West), Mumbai – 400 089 and assessed under the books of the Assessor & Collector under M Ward, in the Registration District and Sub-District of Mumbai City and Suburban, and bounded as follows, that is to say:

On or towards the East	:	Seva Nagar, Pestom Sagar
One or towards the North	:	Pestom Sagar Road No. 4
On or towards the West	:	CTS No. 640
On or towards the South	:	CTS No. 646






करल - THE SECOND SCHEDULE ABOVE REFERRED TO		
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Flat Premises bearing No. 1904 on the 19<sup>th</sup> floor in the 'A' Wing admeasuring 230 square feet (RERA carpet area) of the building known as Promesa Midtown Wing 'A' & 'B' situated at, Pestom Sagar Road No. 4, Seva Nagar, Chembur (West), Mumbai - 400 089, (the said Flat Premises).

**THE THIRD SCHEDULE ABOVE REFERRED TO**

*(Description of the common areas and facilities)\**

- Lifts and staircases of the building including main landing as applicable to different premises, for the purpose of ingress and egress but not for the purpose of storing or for recreation.
- The landing is limited for the use of the purchasers of the flat located on that particular floor and for visitors thereto but is subject to means of access for reaching the other floors, available to all purchasers and visitors
- Electric meter/s and water meter/s connected to common lights, water connection, pump, etc.,
- Over-head water tank.
- Meter rooms at ground floor level.
- Under ground water tank at basement/ground level.
- Fire fighting tank at basement/ground/terrace level
- Septic tank, drainage, storm water , drain, electric sub station of constreuted, electrical poles, watchman cabin.
- Common servant toilets.
- Terrace at top floor level.
- Gymnasium
- Society office.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

*(Description of the common amenities & fixtures and Amenities in the said Flat)\**

**THE LIST OF AMENITIES TO BE PROVIDED IN THE BUILDING:**

- RCC framed structures.
- Sliding aluminum windows with color coating and clear glass.
- Beautiful entrance lobby on ground floor.
- External texture paint.
- Elevators from "reputed Brand" will be provided in the building.
- Marble/Vitrified/Ceramic flooring in full Flat.
- Marble/Ceramic flooring, Glazed Tiles dado full height in Toilet.
- Raised kitchen platform of 2'0" with Green Marble/Ganite stone top with full height glazed tiles in dado.
- Concealed Electric with copper wiring and T.V., Telephone points.
- Concealed plumbing with hot and cold arrangements, instant Geyser Point, and Wash Basin in Toilet.
- (a) Commercial Flush doors with Iron fittings in bed room and door frame will be of Sal wood.
- (b) Main door will be flush door type with decorative sunmica/Polish on front side.
- (c) Toilet doors will be of decorative water proof shutter/Sintex Door.
- Sliding aluminum windows and louvered windows in W.C./Bath with colour coating.
- Beautiful entrance lobby on ground floor.
- External texture water proof Paint.
- Elevators from reputed company (OTIS or equivalent) with ISI Make.



*[Signature]*

*[Signature]*

SIGNED AND DELIVERED

by the withinnamed "Promoter"

M/s. Darshan Properties

through its \_\_\_\_\_

Mr. Mamik R. Jain



in the presence of...

1. [Signature]

2. [Signature]

SIGNED AND DELIVERED

Mrs.Smita Vijay Shingade



Mr. Vijay Dhaku Shingade



in the presence of...

1. [Signature]

2. [Signature]

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RECEIPT

**RECEIVED** on or before the day and the year first herein above written of and from the within named 'Purchaser/s' Mrs.Smita Vijay Shingade And Mr.Vijay Dhaku Shingade the sum of Rs.2,25,000/- (Rupees Two Lakhs Twenty Five Thousand Only) in the following manner:

Cheque No.	Date	Bank	Amount (INR)
370593305865	05.12.2023		50,000/-
93870	19.01.2024	Union Bank Of India	1,75,000/-
<b>Total</b>			<b>2,25,000/-</b>

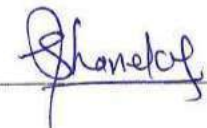
Handwritten notes in a box: 245468, 9, 30, 2028

WE SAY RECEIVED

For M/s. DARSHAN PROPERTIES


  
PARTNER


Witnesses:

1.  \_\_\_\_\_2.  \_\_\_\_\_

ANNEXURE -II



SLUM REHABILITATION AUTHORITY

No.: SRA/ENG/2435/MW/MHL,STGL/LOI

Date: 30 AUG 2022

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1. **Architect** : Shri Rajendra U. Pagnis of  
M/s. Pagnis & Pagnis.,  
101, 1<sup>st</sup> floor, Om Swami Anand Building,  
D. L. Vaidya Road,  
Dadar (W), Mumbai-400 028.
2. **Developer** : M/s. Darshan Properties.  
16A/16B, Raghuvanshi Mansion,  
2<sup>nd</sup> Floor, Raghuvanshi Mills Compound,  
Senapati Bapat marg, Lower Parel (W),  
Mumbai - 400 013.
3. **Society** : Raj Rajeshwari SRA CHS (Prop.)  
Pestom Sagar SRA CHS (Prop.)

Sub : Revised LOI for proposed S.R. Scheme on plot bearing C.T.S. No. 638, 638/1 to 10 for Raj Rajeshwari SRA CHS (Prop.) & plot bearing C.T.S. No. 639 for Pestom Sagar SRA CHS (Prop.), of Village Chembur, at Seva Nagar, Pestom Sagar Road no.4, Chembur, Mumbai- 400089.



Ref: Earlier LOI issued u/no. SRA/ENG/2435/MW/MHL,STGL/LOI dated 22.02.2021.

Gentleman,

With reference to the above-mentioned Slum Rehabilitation Scheme on the basis of documents submitted by applicant, this office is pleased to issue in principle approval to the scheme in the form of this **Revised Letter of Intent (LOI)** as per the provision of Regulation 33(10) of DCPR 2034, subject to the following conditions.

**In continuation to the earlier LOI conditions dated 22.02.2021 (excluding conditions no. 3,27,29 & 30), following additional conditions are applicable.**



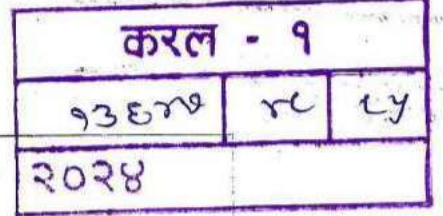
**SRA/ENG/2435/MW/MHL,STGL/LOI**

**The silent features of the scheme are as under :**

Sr. No.	Particulars	Scheme Parameters as per proposed plan In Sq. Mtr.
1)	Plot Area	1733.100
	Deduction for:	
	1) Area not in procession	13.270
	2) Area under Road set back	102.540
	Total	115.810
3)	Net Plot	1617.290
4)	Addition	
	Area under Road set back	102.540
	Total	1719.830
5)	Plot Area for FSI purpose	1719.830
6)	Rehab BUA	3755.877
7)	(BUA for Balwadi, Soc. Off., Welfare Centre, Skill Development centre, Library, Existing eligible Religion's Structure (Church) & Common Passage	1568.401
8)	Rehabilitation Component	5324.278
9)	Sale Component permissible as per Reg. 33(10) under serial no. VIII clause 3.8 of DCPR 2034	5324.278
	<b>Basic Ratio: -</b>	
	<u>Land Rate of Open Land for FSI</u>	
	Rate of Construction in respect of RCC Construction	
	i.e. $\frac{\text{Rs.69360/-}}{\text{Rs. 30,250/-}} = 2.29$	
	In this case, the plot area is 1733.100sq.mts. as such it is upto 0.4 ha. And also, the basic ratio is Above 2.00 and upto 4.00 as such the incentive FSI is 1.00.	
	The calculation of Sale component is as under : -	
	Rehab Component X 1.00	
	i.e. $5324.278 \times 1.00$	
	= 5324.278 sq.mts.	

**SRA/ENG/2435/MW/MHL,STGL/LOI**

10)	Total BUA approved for the Scheme	9080.155
11)	Permissible FSI in situ sanctioned for the scheme on plot as per (VIII) clause 3.8 & 3.12 of Regulation 33 (10) i.e. 10/3	5.279
12)	Nos. of slum dwellers to be accommodated	
	A) <u>Eligible Tenements:</u>	
	i. Residential Tenements: -	94
	ii. Commercial Tenements: -	08
	Total of 'A': -	102
	B) <u>Provisional PAP:</u>	
	i. Residential Tenements: -	13
	ii. Commercial Tenements: -	03
	Total of 'B': -	16
	C) Existing eligible Religious Structure (Church): 'C'	01
	Total of A + B + C: -	119
	D) <u>Amenity: -</u>	
	i. Balwadi :-	01
	ii Welfare Centre: -	01
	iii. Society Office: -	02
	iv. Library: -	01
	v. Skilled Development Centre: -	01
	Total: -	06



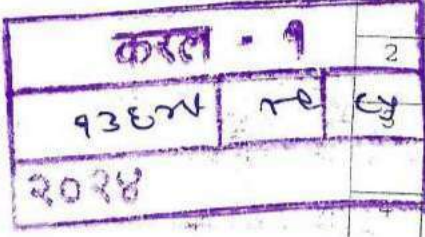
1. That you shall submit NOC/ consent from committee members of Religious Structure i.e. Church regarding proposed location of Church before asking plinth C.C. to Church portion of Composite building.
2. That you shall submit NOC from CFO and Police Commissioner Mumbai as per Reg.18(i) of DCPR 2034 before asking for plinth C.C. to Church portion of Composite Building.
3. That the Registered Undertaking from the Developer shall be submitted for not misusing pocket terrace and basement.
4. That you shall provide electric charging points for battery operated vehicle at parking space of Composite building.
5. That you shall submit fresh P.R. Card in the name of MHADA of plot bearing CTS no. 638, 368/1 to 10 before requesting O.C.C. to Rehab wing of Composite building.

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SRA/ENG/2435/MW/MHL,STGL/LOI

6. That you shall submit NOC's / Remarks as applicable from following concerned authority at following mentioned stages;

Sr. No.	NOC's	Stage of Compliance
1	Revised CFO from MCGM	Before Further C.C. of Sale wing of Composite building.
2	Dy. Ch. Eng. (SWD) E.S.	Before C.C. of Sale wing of composite building.
	Dy. Ch. Eng. (S.P.) (P & D)	Before further C.C. of Sale wing of composite building.
	BEST / TATA / Reliance Energy / MSEB / Electric Co. for Electric Substation & Meter Room.	Before Further C.C. of Sale wing B of composite building.
5	E.E. (T&C) of MCGM/ Consultant for Parking Layout	Before further C.C. of sale wing of composite building.
	Ch. Eng. (M&E) of MCGM / Consultant for mechanical light and ventilation shaft	Before further C.C. of sale wing of composite building.



Yours faithfully,

*[Signature]*  
for Chief Executive Officer  
Slum Rehabilitation Authority

(Hon'ble CEO SRA has approved the Revised LOI)

ANNEXURE -II



SLUM REHABILITATION AUTHORITY

No. M-W/4HADA & STGOVT/0019/20100920/AP/C

Date: 30 AUG 2022

To,  
Architect  
Shri Rajendra U. Pagnis of  
M/s. Pagnis & Pagnis.,  
101, 1<sup>st</sup> floor, Om Swami Anand Building,  
D. L. Vaidya Road,  
Dadar (W), Mumbai-400 028.

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Subject: - Amended IOA of Composite Building under S.R. Scheme bearing C.T.S. No. 638, 638/1 to 10 for 'Raj Rajeshwar' (Prop.) & plot bearing C.T.S. No. 639 for Pestom Sagar (Prop.), Village - Chembur, at Seva Nagar, Pestom Sagar Road no.4, Chembur, Mumbai- 400089.



Ref.:- Your letters dated 29.08.2022.

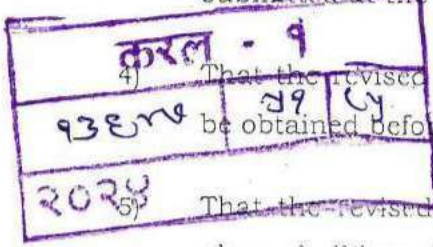
With reference to above, the amended plans for Composite Building comprising of Rehab Wing and Sale Wing A & Sale Wing B are hereby approved by this office subject to the following conditions:-

- 1) That all the conditions mentioned in LOI under No. SRA/ENG/2435/MW/MHL,STGL/LOI dtd. 22.02.2021 and Revised LOI even no. dtd. 30.08.2022 shall be complied with.

Administrative Building, Prof. Anant Kanekar Marg, Bandra (East), Mumbai - 400 051.  
Tel.: 2656 5800, 2659 0405 / 1879, Fax : 022-2659 0457, Email: info@sra.gov.in

2) That all the conditions mentioned in IOA under No. M-W/MHADA & STGOVT/0019/20100920/AP/C dated 04.05.2021 shall be complied with.

3) Proposed changes shall be shown on canvas mounted plan to be submitted at the time of O.C.C./B.C.C.



4) That the revised drainage approval as per present amended plans shall be obtained before starting drainage work.

5) That the revised R.C.C. design & calculation as per present amended plans shall be submitted before re-endorsement of C.C. of building u/r.

One set of amended plan is returned herewith as a token of approval.



Yours faithfully,

-sd/-

Executive Engineer-M/W  
Slum Rehabilitation Authority

Copy to :

1. Assistant Municipal Commissioner, "M/W" Ward, M.C.G.M.
2. Deputy Chief Engineer, Development Plan, M.C.G.M.
3. Deputy Collector (SRA)
4. HE of MCGM.
5. I.T. Section (SRA).
- ✓ 6. M/s. Darshan Properties (Developer)

For information please.

  
Executive Engineer-M/W  
Slum Rehabilitation Authority

## ANNEXURE- II



DEVELOPER COPY

Sr. No. 302

## SLUM REHABILITATION AUTHORITY

Administrative Building, Anant Kanekar Marg, Bandra (east), Mumbai - 400051

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM "A")

NO M-W/MHADA &amp; STGOVT/0019/20100920/AP/C

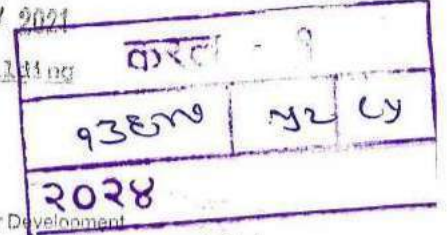
COMMENCEMENT CERTIFICATE

18 NOV 2021

To,

M/s. Darshan Properties  
16A/16B, Raghuvanshi Mansion,  
2nd Floor, Raghuvanshi Mills Compound,  
Senapati Bapat Marg, Lower Parel (W),  
Mumbai-400 013.

Composite Building



Sir,

With reference to your application No. 5669 dated 04/03/2021 for Development Permission and grant of Commencement Certificate under section 44 & 49 of the Maharashtra Regional and Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 to erect a building on plot bearing CTS No. 638/1 G.T.No. to 10 For "Raj Rajeshwari SRA CHS (Prop.)" & plot bearing CTS No. 639 For "Pestom Sagar SRA CHS (Prop.)".

of Village Chembur T.P.S.No. \_\_\_\_\_  
ward M/W Situated at Seva Nagar, Pestom Sagar Road No.04,  
Chembur, Mumbai-400 039.

This Commencement Certificate / Building Permit is granted subject to compliance of mentioned in LOI  
U/RNo. SRA/ENG/2435/MW/MHL, STGL/LOI dt. 22/02/2021  
IDA/U/RNo. M-W/MHADA & STGOVT/0019/20100920/AP/C dt. 04/05/2021  
and on following conditions

- The land vacated in consequence of endorsement of the setback line/road widening line shall form part of the Public Street.
- That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any reason until occupancy permission has been granted.
- The Commencement Certificate/Development permission shall remain valid for one year from the date of its issue. However the construction work should be commenced within three months from the date of issue.
- This permission does not entitle you to develop land which does not vest in you or in contravention of the provision of coastal Zone Management Plan.
- If construction is not commenced this Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
- This Certificate is liable to be revoked by the C.E.O. (SRA) if -
  - The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
  - Any of the condition subject to which the same is granted or any of the restrictions imposed by the C.E.O. (SRA) is contravened or not complied with.
  - The C.E.O. (SRA) is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 and 45 of the Maharashtra Regional and Town Planning Act 1966.
- The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The C.E.O. (SRA) has appointed Shri. G. B. Gagare  
Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This C.C is granted for work up to plinth level for part of rehab portion of Composite Building as marked on plan at page 475 as per approved IOA dated 04/05/2021.

Copy to :- 1) Asstt. M.C. (M/W).  
2) A.E.W.W (M/W).

For and on behalf of Local Authority  
The Slum Rehabilitation Authority

18-11-2021  
Executive Engineer (SRA)  
FOR

CHIEF EXECUTIVE OFFICER  
(SLUM REHABILITATION AUTHORITY)



M-W/MHADA & STGOVT/0019/20100920/AP/C

30 DEC 2021

This C.C. is re-endorsed for part of rehab portion of composite building as per approved amended plans dtd.29/12/2021.

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Executive Engineer  
Slum Rehabilitation Authority

M-W/MHADA & STGOVT/0019/20100920/AP/C

30 AUG 2022

This C.C. is re-endorsed for Rehab portion in Sale Wing 'A' and grant plinth C.C. to Rehab Wing (excluding Church portion marked on plan at page 765) and plinth C.C. to Sale Wing 'B' alongwith basement of Composite Building as per amended plan dtd. 30/08/2022.

Executive Engineer  
Slum Rehabilitation Authority



M-W/MHADA & STGOVT/0019/20100920/AP/C

9 MAY 2023

This is further extended upto 19th (Pt) upper floor all height including LMR & OHWT of Rehab Wing and 1st & 2nd (Pt) upper floor to Sale Wing 'A' and 1st & 2nd (Pt) upper floor to Sale Wing 'B' of Composite Building as marked on plan at page- 937 as per amended plan dtd.30/08/2022.

Executive Engineer  
Slum Rehabilitation Authority

SRA/ENG/MHADA & STGOVT/0019/20100920/AP/C

28 AUG 2023

This C.C is further extended beyond 2nd(pt) floor i.e from 3rd(pt) to 13th(pt) upper floor to sale wing 'A' (excluding Church area at ground floor and sale portion above church i.e 1st (pt) to 13th (pt) floor as marked on plan at page 1000) and extend the C.C beyond 2nd (pt) floor i.e from balance portion of 2nd (pt) floor to 14th upper floor to Sale wing B for entire brick work and further extended for 14th (pt) & 15th (pt) floor to Sale wing 'A' & 15th floor to sale wing 'B' for R.C.C framework only as per approved amended plans dtd. 30/08/2022 of Composite building under reference.

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Executive Engineer  
Slum Rehabilitation Authority

SRA/ENG/MHADA & STGOVT/0019/20100920/AP/C

6 MAR 2024

This C.C is further extended beyond 15th(pt) floor up to height i.e from 16th(pt) to 19th(pt) upper floor including LMR to sale wing 'A' for R.C.C frame work only and extended beyond 15th floor upto full height i.e. from 16th to 17th upper floor including OHWT & LMR to sale wing 'B' for R.C.C frame work only. This extension is granted for entire brickwork to fitness Centre Proposed at 1st & 19th floor in sale wing 'A' as marked on plan at page 1000 and 1st floor in sale wing 'B' as per approved amended plans dtd. 30.08.2022 of Composite building under reference.



Executive Engineer  
Slum Rehabilitation Authority

M-W/MHADA & STGOVT/0019/20100920/AP/C

24 JUN 2024

This C.C. is re-endorsed of Composite Building as per approved amended plans dated 24/06/2024.

Executive Engineer  
Slum Rehabilitation Authority



ANNEXURE -III



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

करल - १		
१३६४	५५	८५
२०२४		

This registration is granted under section 5 of the Act to the following project under project registration number P51800046735

Project: **Promesa Midtown** , Plot Bearing / CTS / Survey / Final Plot No.: 638, 638/4 TO 40, 639 at Kurla, Kurla, Mumbai Suburban, 400089;

1. **Darshan Properties** having its registered office / principal place of business at Tehsil: **Mumbai City**, District: **Mumbai City**, Pin: **400021**.

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 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 receipts of the project is less than the estimated cost of completion of the project.

- The Registration shall be valid for a period commencing from 01/09/2022 and ending with 31/12/2025 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.



Signature valid  
Digitally Signed by  
Mr. Arun Appasaheb Nadagoudar  
(Secretary Incharge, MahaRERA)  
Date:01-09-2022 23:19:58

Dated: 01/09/2022

Place: Mumbai

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

ANNEXURE -IV

*Bhide & Associates Advocates*

D-94, 15th Road, Plot No.187, Chembur, Mumbai-400 071.  
Email : bhidelaw@gmail.com • Mob : +91 98335 93096

BLAW/DARSHAN/01/2022

DATE : 16.08.2022

TO WHOMSOEVER IT MAY CONCERN

करल - १		
१३६४	२६	७
२०२४		

Re.: Title Report in respect of property situated at Village Chembur, Taluka Karla,  
Dist. M.S.D. bearing C.T.S. No. 638, 638/1 to 10 ( Plot No. 35), Plot No. 36 and C.T.S.  
No. 639, Plot No. 35, Suburban Scheme No.2, Peston Sagar, Area 1059 sq. yards.

TITLE REPORT

I. List of documents reviewed/perused

- i. Indenture dtd.19.11.1960 in respect of Plot No. 36
- ii. Indenture of Mortgage dtd. 12.06.1951 in respect of Plot No. 35
- iii. Property Card for the 638, 638/1 to 10, C.T.S. No. 639
- iv. Mutation Entries
- v. Order of the Collector of Mumbai dtd. 28.12.2020 in respect of S. No. 639
- vi. LOI, Commencement Certificate issued by the Slum Rehabilitation Authority
- vii. Other Revenue records



We have perused the above mentioned documents pertaining to the parcels of land more particularly described herein above in the captioned subject and have carefully gone through the same. Based upon the documents provided we would like to opine as under:

1. Plot No. 35 ( CTS No. 639)

Upon perusal of the documents pertaining to land bearing Survey No. 639, it appears that the aforesaid land is a leasehold land and is in the name of Collector of Mumbai. It is seen that the leasehold rights in respect of the said land was mutated in the name of Mr. Janardhan Khedkar and his son Mr. Pushottam Khedkar in the year 1968. However it may

be noted that there is no document on record in support of the aforesaid transfer of land adm 859.80 sq.mts in the name of Mr. Khedkar.

करल - १
१३६४
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Further it appears that subsequently the Revenue authorities have recorded the name of one M/s Pestom Sagar CHSL through its promoter Mr. G.H Vanjara and as such his name has been mutated in the revenue records that have been provided. It is seen that the said parcel of land has been occupied by the Slum Dwellers since more than 50 years. In the meantime the proposed society occupying the aforesaid parcel of land have executed the Development Agreement dtd. 05.05.2008 and Deed of Confirmation dtd. 25.01.2010 with M/s Darshan Properties for the purpose of Slum Redevelopment. The said society was declared as Slum Area by the Government of Maharashtra vide Notification dated 12.12.2014 under the Maharashtra Slum (Improvement, Rehabilitation and Redevelopment) Act 1971

From the documents in hand it is revealed that the slum dwellers have formed a society by the name Pestom Sagar SRA CHSL (proposed) and as such they were not aware of any such society M/s Pestom Sagar CHSL or Mr. Vanjara who were Lessees as per the Revenue Records.

Hence the said society alongwith its members made necessary applications before the Collector to delete the name from the revenue . It is seen that the Collector of Mumbai came to the conclusion that they were unable to trace the documents basis which the land was mutated in the name of Mr. Vanjara and as such their whereabouts was also not known despite issuing the notices. The Collector of Mumbai vide its order dtd. 28.12.2020 have deleted the name of the erstwhile Pestom Sagar CHSL and have re-mutated the entry in the name of the Govt of Maharashtra.

The Developer i.e M/s Darshan Properties have thereafter applied to the SRA Authority for seeking permission to develop the said parcel of Land under the SRA scheme and as such the Slum Rehabilitation Authority have issued the necessary Letter of Intent on 22.02.2021 and Commencement Certificate on 04.05.2021 for the proposed Re-

# Bhide & Associates Advocates

D-94, 15th Road, Plot No. 187, Chembur, Mumbai-400 071.  
Email : bhidelaw@gmail.com • Mob : +91 98335 93096

करल - १		
१३६८	५८	८५
२०२८		

Development. Search for the said parcel of land has been conducted independently and no adverse entries have been found therein.

2. Plot No. 36 ( CTS No. 638/1 to 10)

Upon perusal of the documents pertaining to land bearing Survey No. 638/1 to 10, it appears that the aforesaid land is a leasehold land and is in the name of Collector of Mumbai. From the mutation entries and the property register book it is seen that the Collector of Mumbai vide Indenture dated 18.06.1945 have assigned the aforesaid parcel of Land adm. 1059 sq.yards on lease to one Mr. S.K.B Vasudev which was duly registered.

Thereafter Mr. Vasudev has further conveyed the aforesaid parcel of Land to Mr. Abdul Kadar Mohd Jafar Shaikh vide Conveyance Deed dtd. 22.05.1959 which was duly registered. It is seen that the Mr. Shaikh has thereafter conveyed the land in favour of Mr. R.S Rama Iyer vide a Registered Deed dtd. 26.11.1959.



It appears that the said Parcel of Land is occupied by Slum Dwellers since more than 50 years and as such they had formed a Society by the name Raja Rajeshwari CHSL. It is seen that Mr. R.S Rama Iyer have conveyed the parcel of land in the name of the Society by executing Conveyance Deed dtd. 19.11.1960. Thus the society's name has been mutated in the records and as per the Property extract they are the Lessees of the said parcel of land.

The society occupying the aforesaid parcel of land have executed the Development Agreement dtd. 05.05.2008 and Deed of Confirmation dtd. 25.01.2010 with M/s Darshan Properties for the purpose of Slum Redevelopment. The said society was declared as a Slum Area by the Government of Maharashtra vide Notification dated 20.12.2014 under the Maharashtra Slum (Improvement, Rehabilitation and Redevelopment) Act 1971.

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करल	१
१३६५	५९ ८५
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The Developer i.e M/s Darshan Properties have thereafter applied to the SRA Authority for seeking permission to develop the said parcel of Land under the SRA scheme and as such the Slum Rehabilitation Authority have issued the necessary Letter of Intent on 22.02.2021 and Commencement Certificate on 04.05.2021 for the proposed Re-Development. Search for the said parcel of land has been conducted independently and no adverse entries have been found therein.

Final Certificate




From the documents perused and also the title search conducted we hereby certify that Pestom Sagar SRA CHSL (proposed) and M/s Raja Rajeshwari SRA CHSL has title which is absolute, clear, legal, marketable and free from encumbrances and are entitled to deal with the aforesaid parcels of Land subject to the necessary permissions from the Collector and the other Authorities for assigning the Development rights to M/s Darshan Properties under the Slum Redevelopment Scheme

This certificate is given on the basis of the documents that have been provided in this regard.

Thanking you,

For Bhide & Associates

  
Advocate

Date : 16.08.2022

ANNEXURE- V

करल - १		
१३६७९	६०	८५
२०२४		



TYPICAL FLOOR PLAN

FLAT NO.- 1904

WING - A

FLOOR NO.- 19<sup>th</sup>

ANNEXURE -VI

**PAGNIS & PAGNIS**

ULHAS PAGNIS ARCHITECTS, DESIGNERS & PLANNING CONSULTANTS, RAJENDRA PAGNIS  
G.D.ARCH, A.I.I.A. G.D.ARCH, A.I.I.A.  
101, 1st FLOOR, OM SWAMI ANAND, D.L. VAIDYA ROAD, DADAR WEST, MUMBAI-400028  
TEL: 24312025, FAX: 24308081, RES: 28230030, E-MAIL: pagnis2005@gmail.com

Date: 10/08/2022

FORM 1  
[See Regulation 3]

ARCHITECT'S CERTIFICATE

करल - १		
१३६७७	ए	८५
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To  
M/S. Darshan Properties  
16A/16B, 2<sup>nd</sup> Floor,  
Raghuvanshi Mansion,  
Raghuvanshi Mills, Lower Parel, Mumbai – 400013.

Subject:- Certificate for Percentage of Completion of Construction Work at the proposed Building plot of the Project to be Registered with [MaharERA ] situated on the C.T.S. No. 638, 638/1 to 10, for Raj Rajeshwari CHS (Prop.) & CTS No. 639 for Pestam Sagar CHS Village Chembur, Seva Nagar, Pestam Sagar Road No. 4, Chembur, Mumbai – 400089. admeasuring 1733.100 sq.mts. Area being developed by M/S. Darshan Properties



Sir,

I Mr. Rajendra Pagnis from M/s. PAGNIS & PAGNIS, have undertaken assignment as an Architect for certifying Percentage of Completion of Construction Work of proposed Building plot of the Project to be Registered with [MAHARERA ] situated on the Plot bearing C.T.S. No. 638, 638/1 to 10, for Raj Rajeshwari CHS (Prop.) & CTS No. 639 for Pestam Sagar CHS (Prop.), Village Chembur, Seva Nagar, Pestam Sagar Road No. 4, Chembur, Mumbai – 400089., demarcated by its boundaries CTS No. 639 & Seva Nagar, Pestom Sagar to the East , to the West CTS No. 623 B/7 & CTS No. 640 to the North Adj Road & Pestom Sagar Road No. 4 to the South CTS No. 646 , of Village Chembur, Seva Nagar, Pestam Sagar Road No. 4, Chembur, Mumbai – 400089. admeasuring admeasuring 1733.100 sq.mts. Area being developed by M/S. Darshan Properties.

1. Following technical professionals are appointed by M/s. Darshan Properties Promoter :-
- Shri. Rajendra Pagnis (PAGNIS & PAGNIS) as an Architect;
  - Shri. Shantilal H. Jain M/s. Struct Bombay Consultants as a Structural Consultant;

Based on Site Inspection, with respect to each of the Building/ Wing of the aforesaid Real Estate Project , I certify that as on the date of this certificate, the Percentage of Work done for the building of the Real Estate Project as to be registered under MAHARERA is as per table A herein below. The percentage of the work executed with respect to each of the activity of the entire phase is detailed in Table B.

Table A

Sr. No.	Tasks /Activity ( As per last amended Approved Plan)	Percentage of work done
1	Excavation	0 %
2	Plinth	0 %
3	0 number of Podiums	0 %
4	0 Stilt Floor	0 %
5	22 <sup>nd</sup> Number of Slabs of Super Structure	0 %
	Internal walls, Internal Plaster, Floorings within Flats/ Premises, Doors and Windows to each of the Flat/ Premises	0 %
	Sanitary Fittings within the Flat/Premises, Electrical Fittings within the Flat/Premises	0 %
	Staircases, Lifts Wells and Lobbies at each Floor level connecting Staircases and Lifts, Overhead and Underground Water Tanks.	0 %
	The external plumbing and external plaster, elevation, completion of terraces with waterproofing of the Building/ Wing,	0 %
	Installation of lifts, water pumps, Fire Fighting Fittings and Equipment as per CFO NOC, Electrical fittings to Common Areas, electro, mechanical equipment, Compliance to conditions of environment /CRZ NOC, Finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to Building/Wing, Compound Wall and all other requirements as may be required to Obtain Occupation /Completion Certificate	0 %

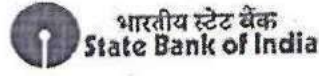
TABLE-B

Internal &amp; External Development Works in Respect of the entire Registered Phase

Sr. No	Common areas and Facilities, Amenities	Proposed (Yes/No)	Percentage of Work done	Details
1.	Internal Roads & Footpaths	No	N.A.	
2.	Water Supply	Yes	0 %	
3.	Sewarage (chamber, lines, STP)	Yes	0 %	
4.	Storm Water Drains	Yes	0 %	
5.	Landscaping & Tree Planting	Yes	0 %	
6.	Street Lighting	No	N.A.	







भारतीय स्टेट बैंक  
State Bank of India

RACPC, BELAPUR, NAVI MUMBAI  
CBD BELAPUR RAILWAY STATION COMPLEX, TOWER NO - 4, 5<sup>th</sup> Floor,  
CBD BELAPUR, NAVI MUMBAI - 400 614

करल - १		
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DATE:- 18-06-2024

MR. SHINGADE VIJAY DHAKU  
MRS. SMITA VIJAY DHAKU

Thank you for selecting India's "Most Preferred Home Loan provider". Based on the details provided by you in your Loan Application, we are pleased to convey our "In-Principle Approval" for the following Home Loan limit:

Loan Amount	Rs.44,00,000/-
Loan Tenure	30 Years
Rate of interest	AS PER APPLICABLE
Applicable Processing Fees	AS PER APPLICABLE

The maximum eligible loan amount given above is, however, subject to the fulfilment of the following Terms & Conditions:

- The above offer is as per the current prevailing rate of interest and processing fee which may vary from time to time.
- The loan amount mentioned above is based on information provided by you and may change after verification of relevant documents / facts.
- Fees for title verification, valuation of the property, registration with CERSA etc. are to be borne by the customer on actual basis.
- Sanction or otherwise of the Home Loan will be at the sole discretion of State Bank of India and will be subject to satisfactory verification of KYC, property documents, clear CIBIL report and other due diligence formalities as deemed by the Bank, from time to time.



With Regards,

SBI Home Loans Team

Sapna ho jaisa, Home Loan vaisa !

## घोषणापत्र

मी.....प्रवीण प्रकाश जोईत..... याद्वारे घोषित करतो  
की, सह दुय्यम निबंधक.....कुर्तो-5.....यांचे कार्यालयात  
.....कशरनामा..... या शिर्षकाचा दस्त नोंदणी साठी सादर करण्यात  
आला आहे. श्री/श्रीमती.सामिठ जैन व इत्यादी यांनी दिनांक..03.12.2022  
रोजी मला दिलेल्या कुलमुख्यत्यापत्राच्या आधारे मी सदर दस्त नोंदणीस सादर  
केला आहे निष्पादीत करून कबुलीजबाब दिला आहे सदर कुलमुख्यार लिपणार  
यांनी कुलमुख्यत्यापत्र रद्द केलेले नाही किंवा कुलमुख्यत्यापत्र लिहून देणार  
व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे  
कुलमुख्यत्यापत्र रद्दबातल टरवलेले नाही. सदरचे कुलमुख्यत्यापत्र पूर्णपणे वेध  
असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे  
आढळून आल्यास नोंदणी अधिनियम 1908 चे कलम 82 अन्वये शिक्षेस  
राहिन याची मला जाणीव आहे.

दिनांक -21/06/2028

*Prin*



कुलमुख्यत्यापत्रधारकाचे नाव व सही

369/13647

शुक्रवार, 28 जून 2024 1:57 म.नं.

दस्त गोषदारा भाग-1

करल1

दस्त क्रमांक: 13647/2024

दस्त क्रमांक: करल1 /13647/2024

बाजार मूल्य: रु. 38,69,840/-

मोबदला: रु. 45,00,000/-

भरलेले मुद्रांक शुल्क: रु.2,70,000/-

दु. नि. सह. दु. नि. करल1 यांचे कार्यालयात

अ. क्रं. 13647 वर दि.28-06-2024

रोजी 1:55 म.नं. वा. हजर केला.

पावती:15363

पावती दिनांक: 28/06/2024

सादरकरणाराचे नाव: स्मिता विजय शिंगाडे

नांदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1700.00

पुण्यांची संख्या: 85

दस्त हजर करणाऱ्याची सही:

एकुण: 31700.00

सह. दय्यम निबंधक  
दु. निबंधक कुला 1  
कुर्ला-9 (वर्ग-2)

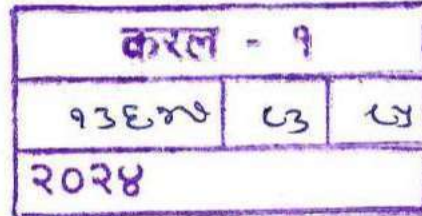
सह. दय्यम निबंधक  
दु. निबंधक कुला 1  
कुर्ला-9 (वर्ग-2)

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्रं. 1 28 / 06 / 2024 01 : 55 : 58 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 28 / 06 / 2024 01 : 56 : 42 PM ची वेळ: (फी)



28/06/2024 2 03:44 PM

दस्त क्रमांक :करल1/13647/2024

दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:मेसर्स दर्शन प्रॉपर्टीस तर्फे भागीदार मामिक आर जैन तर्फे मुखत्यार प्रवीण पी. जोईल पत्ता:प्लॉट नं: ऑफिस नं १६ए/१६बी, माळा नं: 2 रा मजला, इमारतीचे नाव: रघुवंशी मेन्शन, ब्लॉक नं: -, रोड नं: रघुवंशी मिल्स, लोअर परेल, मुंबई, महाराष्ट्र, MUMBAI. पॅन नंबर:AAFFD6257P	लिहून घेणार वय :-36 स्वाक्षरी:- <i>Pain</i>		
2	नाव:स्मिता विजय शिंगाडे पत्ता:प्लॉट नं: बी - 13, माळा नं: -, इमारतीचे नाव: न्यु स्वामी चाळ, ब्लॉक नं: जबळ दत्तात्रेय दुर्गाअम्बिका मंदिर, रोड नं: सुभाष नगर, असल्फा, घाटकोपर (वेस्ट), मुंबई, महाराष्ट्र, मुम्बई. पॅन नंबर:BSPPS6087K	लिहून घेणार वय :-46 स्वाक्षरी:- <i>Shingade</i>		
3	नाव:विजय धाकु शिंगाडे पत्ता:प्लॉट नं: बी - 13, माळा नं: -, इमारतीचे नाव: न्यु स्वामी चाळ, ब्लॉक नं: जबळ दत्तात्रेय दुर्गाअम्बिका मंदिर, रोड नं: सुभाष नगर, असल्फा, घाटकोपर (वेस्ट), मुंबई, महाराष्ट्र, MUMBAI. पॅन नंबर:BRUPS3503A	लिहून घेणार वय :-51 स्वाक्षरी:- <i>Shingade</i>		

वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.  
शिक्का क्र.3 ची वेळ:28 / 06 / 2024 02 : 01 : 50 PM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	ठसा प्रमाणित
1	नाव:भीमराव रामकृष्णा दामोदर वय:36 पत्ता:बिल्डिंग नं ४७, रूम नं १८७७, सी जी एस कॉलनी सेक्टर 7,अन्टॉप हिल,मुम्बई पिन कोड:400037	स्वाक्षरी <i>Shingade</i>	
2	नाव:सुदेश - घाणेकर वय:36 पत्ता:फोर्ट, मुंबई पिन कोड:400001	स्वाक्षरी <i>Shanekar</i>	

शिक्का क्र.4 ची वेळ:28 / 06 / 2024 02 : 02 : 16 PM

शिक्का क्र.5 ची वेळ:28 / 06 / 2024 02 : 03 : 09 PM नोंदणी पुस्तक 1 मध्ये

सह निबंधक  
करल-१ (वर्ग-२)  
Payment Details.

करल - १  
१३६४७ ७४ ७५  
२०२४

sr.	Purchaser	Type	Verification no./endor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Smita Vijay Shingade	eChallan	10000502024062804022	MH004357147202425P	270000.00	SD	0002368093202425	28/06/2024
2		DHC		0624279907486	1700	RF	0624279907486D	28/06/2024
3	Smita Vijay Shingade	eChallan		MH004357147202425P	30000	RF	0002368093202425	28/06/2024

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]



No.: 1299

Dated 23-Jan-2024

**DARSHAN PROPERTIES**  
16A/16B, 2nd Floor, Raghuvanshi Mansion  
Raghuvanshi Mills Compound  
Senapati Bapat Marg, Lower Parel (W)  
Mumbai - 400 013  
State Name : Maharashtra, Code : 27

**Receipt Voucher**

Received with thanks from : **Smita Vijay Shingade**

The sum of : **Rupees Forty Five Thousand Only**

By : Smita Vijay Shingade, Union Bank of India (India), Mumbai - 400 076  
Cheque/DD 245467 19-Jan-2024 **45,000.00**

Remarks : **Being GST received against Flat No.  
1904A in Promesa Midtown**



**\*\*₹ 45,000.00/-**

Authorised Signatory

**\*\*Subject to Realisation**

No.: 1300

Dated 23-Jan-2024

**DARSHAN PROPERTIES**  
16A/16B, 2nd Floor, Raghuvanshi Mansion  
Raghuvanshi Mills Compound  
Senapati Bapat Marg, Lower Parel (W)  
Mumbai - 400 013  
State Name : Maharashtra, Code : 27

**Receipt Voucher**

Received with thanks from : Smita Vijay Shingade

The sum of : Rupees Three Lakh Only

By : Smita Vijay Shingade; Union Bank of India (India), Mumbai - 400 076  
Cheque/DD 245466 23-Jan-2024 3,00,000.00

Remarks : Being SDR received against Flat No.  
1904A in Promesa Midtown



**\*\*₹ 3,00,000.00/-**

Authorised Signatory

**\*\*Subject to Realisation**



No.: 1294

Dated 23-Jan-2024

**DARSHAN PROPERTIES**  
16A/16B, 2nd Floor, Raghuvanshi Mansion  
Raghuvanshi Mills Compound  
Senapati Bapat Marg, Lower Parel (W)  
Mumbai - 400 013  
State Name : Maharashtra, Code : 27

**Receipt Voucher**

*Received with thanks from* : Smita Vijay Shingade

*The sum of* : Rupees One Lakh Seventy Five Thousand  
Only

*By* : Smita Vijay Shingade; Union Bank of India (India), Mumbai - 400 076  
Cheque/DD 245468 19-Jan-2024 1,75,000.00.

*Remarks* : Being Advance received against Flat No.  
1904A in Promesa Midtown



**\*\*₹ 1,75,000.00/-**

Authorised Signatory

**\*\*Subject to Realisation**

O/C



**PROMESA**  
— REALTY —

**BY DARSSHAN PROPERTIES**  
03.07.2024

To,  
Mrs.Smita Vijay Shingade And  
Mr.Vijay Dhaku Shingade  
Near Dattatray Durgambika Mandir,  
B-13, New Swamy Chawl,  
Subhash Nagar, Asalfa,  
Ghatkopar (West), Mumbai-400084.

Sub :- Handing Over Original document Flat No.1904-A (Promesa Midtown).

Respected,

This is with reference to the above mentioned subject we are handing over the below mentioned document details.

1. Agreement for Sale dtd. 28.06.2024, Reg. No. KRL1-13647-2024
2. Stamp duty Paid Receipt.
3. Registration Receipt.
4. 1<sup>st</sup> Demand letter dtd.03.07.2024
5. SBI Bank Builder NOC dtd.03.07.2024

Thank you for your patronage.

Warm Regards,

**PROMESA REALTY**

**A VENTURE OF DARSHAN PROPERTIES**

**Authorized Signatory**

**Receiver Signature :-**

**Name :-**

**Mobile No. :-**



**PROMESA**  
— REALTY —

**BY DARSSHAN PROPERTIES**

## Demand Letter - 1

Date :-03.07.2024

To,  
Mrs.Smita Vijay Shingade And  
Mr.Vijay Dhaku Shingade  
Flat No.1904, 'A' Wing,  
Ph: +91 7303591868  
email: avadhutshingade48@gmail.com

Dear Mrs.Smita Vijay Shingade And Mr.Vijay Dhaku Shingade,

Greetings from the Promesa Realty !

We are pleased to inform you that the next milestone of your **Unit No.1904-A**, in Promesa Midtown, has been initiated.

Correspondingly, as per the agreed payment schedule, the following payments are due on or before on 10.07.2024.

### Payment Schedule :-

Sr. No.	Particulars	Receivable %	Receivable Amount	Received %	Received Amount	Due Amount
1	Total Consideration Amount		4500000			
2	Booking Amount	20%	900000	5%	225000	675000
3	On completion of 15th slab	40%	1800000	0%	0	1800000
4	Total Amount Received Towards Principle				225000	
5	Total Amount Due					2475000
6	Total Amount Balance Towards Principle		4275000			

For payments by Cheque/Pay Order/Demand Draft, please ensure that the same is delivered to us at least 3 working days before the due date to ensure that the same is credited to your account in time.

We encourage you to make timely payment of the amount due i.e. on or before 10.07.2024 to avoid levying of interest on delayed payments @ 18% p.a.

Please feel free to reach out to your Relationship Manager- Mr. Bhimrao Damodar, at 9870198425 or write to [promesamidtown@gmail.com](mailto:promesamidtown@gmail.com).

Thank you for your patronage.

Warm Regards,

**PROMESA REALTY**

**A VENTURE OF DARSHAN PROPERTIES**

**Receiver Signature :-**

**Name :-**

**Mobile No. :-**



**Partner/Authorised Signatory**

Please Note:

1. The Escrow Account Bank details are attached herewith.

<b>Name :</b>	<b>DARSHAN PROPERTIES</b>
<b>Address:</b>	<b>16A/16B, 2nd Floor, Raghuvanshi Mansion, Raghuvanshi Mills Compound, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400 013</b>
<b>PAN:</b>	<b>AAFFD6257P</b>
<b>GST No.:</b>	<b>27AAFFD6257P1ZU</b>
<b>Account No.:</b>	<b>7 7 7 7 0 5 2 2 5 5 5 6</b>
<b>Bank Name:</b>	<b>ICICI BANK</b>
<b>Branch:</b>	<b>MUMBAI-RAGHUVANSHI MILL</b>
<b>IFSC :</b>	<b>I C I C 0 0 0 6 9 8 5</b>

2. In case you have obtained loan from Bank and the Bank disburses any amount which is less than the amount demanded herein, please ensure that you pay the deficit amount on or before due date.
3. Please note that in terms of the Agreement, if the amount realized by us is less than the amount mentioned herein, then in that eventuality, the amount paid by you under this demand letter will initially be appropriated towards fulfillment of the earlier pending obligation, if any and/or towards interest for delayed payment, GST or any other tax and the balance amount will be accounted towards the Consideration Value.



**PROMESA**  
—REALTY—

**BY DARSSHAN PROPERTIES**

To,  
The Branch Manager  
State Bank of India  
RACPC, Mumbai.

03.07.2024

Dear Sir,

I/We, M/s. Darshan Properties (name of the builder), here by certify that:

1. I/We have transferable rights to the property described below, which has been allotted by me/us to Mrs.Smita Vijay Shingade And Mr.Vijay Dhaku Shingade (name of the borrowers) herein after referred to as "the purchasers", subject to the due and proper performance and compliances of all the terms and conditions of the Allotment Letter/Sale Agreement dated 28.06.2024 (herein after referred to as the "Sale document")

Flat No./ House No.	1904/A
Building No./Name	Promesa Midtown 'A' & 'B'

2. That the total consideration for this transaction is Rs.45,00,000/- (Rupees Forty Five Lakhs Only) towards sale document.

3. The title of the property described above is clear, marketable and free from all encumbrances and doubts.

4. I/We confirm that I/we have no objection whatsoever to the said purchasers, at their own costs, charges, risks and consequences mortgaging the said property to STATE BANK OF INDIA (herein after referred to as "the Bank") as security for the amount advanced by the Bank to them subject to the due and proper performance and compliances of all the terms and conditions of the sale document by the said purchasers.

5. We have not borrowed from any financial institution for the purchase /development of the property and have not created and will not create any encumbrances on the property allotted to the said purchasers during the currency of the loan sanctioned/to be sanctioned by the Bank to them subject to the due and proper performance and compliances of all the terms and conditions of the sale document by the said purchasers.

6. After creation of proper charge/mortgage and after receipt of the copies there of and after receipt of proper nomination in favour of the Bank, from the said purchasers, we are agreeable to accept State Bank of India as a nominee of the above named purchaser for the property described above and once the nomination favouring the Bank has been registered and advice sent to the Bank of having done so, I/We note not to change the same without the written NOC of the Bank.

7. After creation of charge/mortgage and after receipt of the copies thereof and after receipt of the proper nomination in favour of the Bank, from the above named purchaser, I/We undertake to inform the society about the Bank's charge on the said flat as and when the society is formed.

8. Please note that the payment for this transaction should be made by crossed cheque/Transfer of funds favouring "DARSHAN PROPERTIES (Name), ICICI BANK (Bank Name) MUMBAI-RAGHUVANSHI MILL Branch, Account No. 7 7 7 7 0 5 2 2 5 5 6".

9. In case of cancellation of the sale-agreement for any reason, I/We shall refund the amount by crossed cheque favouring the Bank A/C " \_\_\_\_\_ (name of the purchaser(s))", and forward the same to you directly.

10. The signatory to this letter draws authority to sign this undertaking on behalf of the company/firm vide authority letter (description of document of delegation of authority to the signatory.)

The NOC is issued without prejudice of our rights.

Thank you for your patronage.

Warm Regards,

**PROMESA REALTY**

**A VENTURE OF DARSHAN PROPERTIES**

  
**Partner/Authorised Signatory**

**Receiver Signature :-**

**Name :-**

**Mobile No. :-**