351/10144 पावती Original/Duplicate

Tuesday,July 23 ,2024 नोंदणी क्रं. :39म

10:54 AM Regn.:39M

पावती क्रं.: 11502 दिनांक: 23/07/2024

गावाचे नाव: रांजनोली

दस्तऐवजाचा अनुक्रमांक: बवड2-10144-2024

दस्तऐवजाचा प्रकार : विक्री करारनामा

सादर करणाऱ्याचे नाव: मेहफूजा मोहम्मद मोगनी शेख

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 1760.00
पृष्ठांची संख्या: 88	
एकूण:	रु. 31760.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
11:14 AM ह्या वेळेस मिळेल.

BVD2

(इंद्रवदन अ.सोनवणे)
सह दुय्यम निबंधक (वर्ग-२)
भिवंडी क्रं. २, जि. ठाणे

बाजार मुल्य: रु.1543675.98 /-

मोबदला रु.5174048/-

भरलेले मुद्रांक शुल्क : रु. 310500/-

1) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH005555025202425P दिनांक: 23/07/2024
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: DHC रक्कम: रु.1760/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0724222424558 दिनांक: 23/07/2024
बँकेचे नाव व पत्ता:

23/07/2024

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.भिवंडी 2
दस्त क्रमांक : 10144/2024
नोदंणी :
Regn:63m

गावाचे नाव : रांजनोली

(1)विलेखाचा प्रकार	विक्री करारनामा
(2)मोबदला	5174048
(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	1543675.98
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: ठाणे इतर वर्णन :, इतर माहिती: , इतर माहिती: मौजे रांजनोली,तालुका भिवंडी,जिल्हा ठाणे येथील सर्व्हे नं. 1/4,सर्व्हे नं. 1/6,सर्व्हे नं. 1/7,सर्व्हे नं. 1/8पैकी,सर्व्हे नं. 1/14,सर्व्हे नं. 1/15,सर्व्हे नं. 1/16,सर्व्हे नं. 1/17,सर्व्हे नं. 1/18,सर्व्हे नं. 1/19,सर्व्हे नं. 54/6,सर्व्हे नं. 54/7,सर्व्हे नं. 54/8 पैकी,सर्व्हे नं. 54/10,सर्व्हे नं. 54/18,सर्व्हे नं. 76/1,सर्व्हे नं. 76/2,सर्व्हे नं. 77/4,सर्व्हे नं. 77/5 व सर्व्हे नं. 77/6 या जागेवरील हॅपीनेस्ट कल्याण प्रोजेक्ट ए मधील टॉवर नं. 06 मधील सतराव्या मजल्यावरील अपार्टमेंट नं. 02(2 बीएचके ए-टाईप),क्षेत्र 45.99 चौ. मीटर कारपेट व इबीव्हीटी क्षेत्र 3.88 चौ. मीटर सह.((Survey Number : 1/4 व इतर ;))
(5) क्षेत्रफळ	1) 49.87 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-महिंद्रा हॅपीनेस्ट डेव्हलपर्स लिमीटेड तर्फे अधिकृत स्वाक्षरीकर्ता दानिश जाफर खान वय:-26; पत्ता:-प्लॉट नं: -, माळा नं: 5वा मजला, इमारतीचे नाव: महिंद्रा टॉवर, ब्लॉक नं: वरळी, मुंबई , रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400018 पॅन नं:-AALCM3124B
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-मेहफूजा मोहम्मद मोमनी शेख वय:-30; पत्ता:-प्लॉट नं: -, माळा नं: दुसरा मजला,, इमारतीचे नाव: 206, 3डी बिल्डिंग, पीएमजीपी कॉलनी,, ब्लॉक नं: धारावी डेपो जवळ, सायन धारावी मुंबई, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400017 पॅन नं:-GXVPS0818G
(9) दस्तऐवज करुन दिल्याचा दिनांक	23/07/2024
(10)दस्त नोंदणी केल्याचा दिनांक	23/07/2024
(11)अनुक्रमांक,खंड व पृष्ठ	10144/2024
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	310500
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

मूळ दस्तासोबतची प्रत.

(इंद्रबदन अ. सोनवणे)
सह दुय्यम निबंधक (वर्ग-२)
भिवंडी क्र. २, जि. ठाणे

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

(ii) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Mahindra Happinest Developers Limited	eChallan	10000502024072204071	MH005555025202425P	310500.00	SD	0003034339202425	23/07/2024
2	Mahindra Happinest Developers Limited	eChallan		MH005555025202425P	30000	RF	0003034339202425	23/07/2024
3		DHC		0724222424558	1760	RF	0724222424558D	23/07/2024

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

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)

Valuation ID 2024072370

23 July 2024,08:52:56 AM
बबड2

मूल्यांकनाचे वर्ष	2024
जिल्हा	ठाणे
मूल्य विभाग	तालुका : भिवंडी
उप मूल्य विभाग	1/2-रहीवास वापरा खालील विकसित जमिनी
क्षेत्राचे नांव	Bhivandi-Nijampur Muncipal Corporation सर्व्हे नंबर /स. भू. क्रमांक : 1

वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.

खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगीक	मोजमापनाचे एकक
2300	26800	30800	33500	30800	चौ. मीटर

बांधीव क्षेत्राची माहिती

बांधकाम क्षेत्र(Built Up)-	54.857चौ. मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय -	0 TO 2वर्षे	बांधकामाचा दर-	Rs.26620/-
उद्वाहन सुविधा -	आहे	मजला -	5th to 10th Floor	कार्पेट क्षेत्र-	49.87चौ. मीटर

Sale Type - First Sale

Sale/Resale of built up Property constructed after circular dt.02/01/2018

मजला निहाय घट/वाढ = 105 / 100 Apply to Rate= Rs.28140/-

घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर =(((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी)+ खुल्या जमिनीचा दर)

= (((28140-2300) * (100 / 100)) + 2300)

= Rs.28140/-

A) मुख्य मिळकतीचे मूल्य = वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र

= 28140 * 54.857

= Rs.1543675.98/-

Applicable Rules = 3, 9, 18, 19

एकत्रित अंतिम मूल्य = मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + मेझॅनाईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य(खुली बाल्कनी) + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + स्वयंचलित वाहनतळ

= A + B + C + D + E + F + G + H + I + J

= 1543675.98 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0

=Rs.1543676/-

= ₹ पंधरा लाख त्रेचाळीस हजार सहा शे शहात्तर /-

Home Print

The Seal of The Joint Sub Registrar Class-II, Bhiwandi-2 सह दुय्यम निबंधक वर्ग-२, भिवंडी-२ महाराष्ट्र शासन जि. ठाणे Dist. Thane

(इंद्रवदन अ.सोनवणे)
सह दुय्यम निबंधक (वर्ग-२)
भिवंडी क्र. २, जि. ठाणे

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दु. क्र. 10988 २०२४
पाने 1 | 11

Seal of The Joint Sub Registrar Class-II, Bhiwandi-2 Dist. Thane

सब - २
दु. क्र. 90988 २०२४
पाने २/८८

CHALLAN
MTR Form Number-6

GRN	MH005555025202425P	**BARCODE**		**Date** 22/07/2024-14:30:06	**Form ID** 25.2

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Stamp Duty Registration Fee	**TAX ID / TAN (If Any)**	
		PAN No.(If Applicable)	AALCM3124B
Office Name	BVD2_BHIWANDI 2 JOINT SUB REGISTRAR	**Full Name**	Mahindra Happinest Developers Limited
Location	THANE		
Year	2024-2025 One Time	**Flat/Block No.**	FLAT NO: 02, FLOOR NO: 17, TOWER: 06
Account Head Details	**Amount In Rs.**	**Premises/Building**	
0030046401 Stamp Duty	310500.00	**Road/Street**	Happinest Kalyan, Kalyan Bhiwandi Road, Rajnouli, Maharashtra 421311.
0030063301 Registration Fee	30000.00	**Area/Locality**	Thane
		Town/City/District	
		PIN	4 2 1 3 1 1
		Remarks (If Any)	
		PAN2=GXVPS0818G~SecondPartyName=Mehfooza Mohd Mogni Shaikh~CA=5174048	
		Amount In Words	Three Lakh Forty Thousand Five Hundred Rupees Only
Total	3,40,500.00		

Payment Details	STATE BANK OF INDIA	**FOR USE IN RECEIVING BANK**			
Cheque-DD Details		Bank CIN	Ref. No.	10000502024072204071	1865709285535
Cheque/DD No.		Bank Date	RBI Date	22/07/2024-14:30:23	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. : 9175631810

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 लागु आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.

Print Date 22-07-2024 07:36:20

Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	0724222424558	**Date**	22/07/2024
Received from Mahindra Happinest Developers Limited, Mobile number 9970470099, an amount of Rs.1760/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R.Bhivandi 2 of the District Thane Grm.			
Payment Details			
Bank Name	SBIN	**Date**	22/07/2024
Bank CIN	10004152024072217993	**REF No.**	457091157643
This is computer generated receipt, hence no signature is required.			

The Seal of The Joint Sub Registrar Class-II, Bhiwandi-2 * Dist. Thane *

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The Seal of The Joint Sub Registrar Class-II Bhiwandi Dist. Thane

सूची क्र. - २
दु. क्र. 90988 | २०२४
पाने 8/11

AGREEMENT FOR SALE

This Agreement for Sale (**"Agreement"**) is made at BWD this 23rd day of July in the year Two Thousand and Twenty Four

BETWEEN

MAHINDRA HAPPINEST DEVELOPERS LIMITED, a company incorporated and registered under the Companies Act, 1956 and having its registered office at Mahindra Towers, 5th Floor, Worli, Mumbai - 400018, PAN No. AALCM3124B hereinafter referred to as "**the Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **ONE PART**.

AND

Ms. Mehfooza Mohd Mogni Shaikh (PAN CARD NO. GXVPS0818G) Daughter of **Mr. Mohd Mogni Shaikh**, Aged about **30**, residing at 206, 2nd Floor 3D Building, PMGP Colony Near Dharavi Depot, Sion Dharavi Mumbai - 400017 Maharashtra India, Having (AADHAR NO. **4634 7863 0867**)

The Seal of The Joint Sub Registrar Class-II, Bhiwandi-2 Dist. Thane

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भाग ५/८८

hereinafter jointly and severally referred to as the **'Allottee(s)'** (which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her/its heirs, executors, administrators, successors and legal representatives, permitted assignees) of the **SECOND PART.**

The expressions, the **"Promoter"** and the **"Allottee(s)"** are hereinafter individually referred to as the **"Party"** and jointly as the **"Parties"**.

In this Agreement, unless the context requires otherwise reference to the singular includes a reference to the plural and vice versa.

WHEREAS

A. By and under a Deed of Conveyance Dated 04.11.2019 executed between M/s. Swastik Real Estate Developers, (therein referred to as the 'Vendor No.1') and Mr. Naresh Sudama Khetwani (therein referred to as the 'Vendor No.2') (therein collectively referred to as the 'Vendors'), and Mahindra Happinest Developers Limited (therein referred to as the 'Purchaser' and herein referred to as the 'Promoter'), the Vendors therein absolutely granted, sold, conveyed, transferred and assured unto and in favour of the Promoter all the piece and parcel of nonagricultural, freehold land bearing S.No.1 Hissa No.4, S.No.1 Hissa No. 5, S. No. 1 Hissa No. 6, S. No. 1 Hissa No. 7, S. No. 1 Hissa No. 12, S. No. 1 Hissa No. 14, S. No. 1 Hissa No. 15, S. No. 1 Hissa No. 16, S. No. 1 Hissa No. 17, S. No. 1 Hissa No. 18, S. No. 1 Hissa No. 21, S. No. 1 Hissa No. 22, S. No. 1 Hissa No. 23, S. No. 54 Hissa No. 6, S. No. 54 Hissa No. 7, S. No. 54 Hissa No. 8, S. No. 54 Hissa No. 10, S. No. 54 Hissa No. 13, S. No. 54 Hissa No. 15B, S. No. 54 Hissa No. 17, S. No. 54 Hissa No. 18, S. No. 76 Hissa No. 1, S. No. 76 Hissa No. 2, S. No. 77 Hissa No. 4, S. No. 77 Hissa No. 5, S. No. 77 Hissa No. 6, S. No. 77 Hissa No. 7, S. No. 77 Hissa No. 9, S. No. 54 Hissa No. 16, S. No. 1 Hissa No. 8B, S. No. 1 Hissa No. 10, S. No. 1 Hissa No. 19, S. No. 54 Hissa No. 9/1, S. No. 54 Hissa No. 9/2 and S. No. 54 Hissa No. 15A admeasuring about approximately 36,635.67 sq. mtrs. situated at Village Ranjnoli, Taluka Bhiwandi, District Thane (hereinafter referred to as "**the Larger Land**") on the terms and conditions and for the consideration therein mentioned. The said Deed of Conveyance was duly registered at the office of Sub–Registrar of Assurances at Thane under Serial No. 5174/2019 on 04.11.2019.

B. By Mutation Entry No. 1649 dated 26.12.2019 the names of the Vendors were deleted from "Holders' Column" of the 7/12 Extract and the name of Promoter was thus mutated in the 7/12 Extract and Revenue Records of the said Larger Land.

C. Out of the Larger Land, (i) the Promoter is required to handover to concerned authority an area admeasuring 1168.74 sq.mtrs. for the 'Proposed DP road' out of which an area admeasuring 220 sq.mtrs. is already handedover to the

The Seal of The Joint Sub Registrar Class-2, Kalyan ★ Dist. Thane ★

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जावक

concerned authority and balance area of 948.74 sq.mtrs will be handedover to concerned authority for the 'Proposed DP road' and (ii) 'Amenity Open Space' of 1784.85 sq.mtrs. to be handedover to the concerned authority therefore, balance plot of land admeasuring approximately 33,902.08 sq.mtrs. is available with the Promoter for development.

D. The Promoter shall commence development in phases of the plot area of 33,902.08 sq.mtr., being free hold, non – agricultural land being part of the Larger Land ("**Larger Property**").

E. A Scheme has been prepared named as "**Happinest -Kalyan**" for residential and commercial development on a portion of the Larger Property bearing Survey No. S.No.1 Hissa No.4, S.No.1 Hissa No.6, S.No.1 Hissa No.7, S.No.1 Hissa No.8(pt), S.No.1 Hissa No.14, S.No.1 Hissa No.15, S.No.1 Hissa No.16, S.No.1 Hissa No.17, S.No.1 Hissa No.18, S.No.1 Hissa No.19, S.No.54 Hissa No.6, S.No.54 Hissa No.7, S.No.54 Hissa No.8, , S.No.54 Hissa No.10 and S.No.54 Hissa No.18 S. No. 76 Hissa No. 1, S. No. 76 Hissa No. 2, S. No. 77 Hissa No. 4, S. No. 77 Hissa No. 5, S. No. 77 Hissa No. 6,admeasuring 12,717.31 sq. mtrs. situated at Village Ranjnoli, Taluka Bhiwandi, District Thane, Maharashtra (hereinafter referred to as "said **Land**"). The said Land is more particularly stated in the **First Schedule** herein. **The Project A** (defined hereafter) is being constructed on the said Land.

F. The Promoter is constructing/shall construct the Tower No.1 (Ground + 14 floors), Tower No.2 (Ground + 14 floors) and Tower No.6 (Ground + 22 floors) (489 residential apartments) alongwith Club House as Project A on the said Land and which is more particularly delineated in bold boundary line on the Plan hereto annexed as "**Annexure A**" (hereinafter referred to as "**Project A**"). The Promoter is constructing / shall construct Tower No.3 (Ground + 14 floors), Tower No.4 (Ground + 14 floors), Tower No.5 Wing A (Ground + 14 floors), Tower No.5 Wing B (Ground + 14 floors) and Tower No.7 (Ground + 22 floors) (752 residential apartments) along with MLCP Building (defined hereafter) as Project B on the balance portion of the Larger Property (hereinafter referred to as "**Project B**"). The commercial apartments on the Ground Floor of Tower No.1 and Tower No. 2 are registered separately as Project B. The survey numbers and hissa numbers which are being jointly shared between Project A and Project B are more specifically mentioned in the **Second Schedule** herein. The said Project A shall comprise of buildings and structures thereon consisting of flats, apartments, tenements, units and premises of all kinds, for residential, commercial and/or any other authorized user for the purpose of selling, leasing or otherwise transferring the same to prospective purchasers, lessees and other transferees, together with club house and other amenities and services as specified in this Agreement.

G. The Promoter shall construct a Multi Level Car Parking Building ("**MLCP Building**") as a part of Project B which shall consist of covered car parking spaces. The allottees of the Project A as well as Project B shall be entitled to use the said MLCP Building. Similarly, the Club House which is a part of the Project

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A shall be for the use of allottees of the residential apartments of the Project A as well as the Project B.

H. The Promoter has commenced the development of the Project A only after receiving the approvals, permissions, plans etc. from the competent authorities. Details of final plans, specifications and approvals etc. for the Project A are specified in "**Annexure B**". Further, the Promoter shall obtain the necessary approvals from the competent authorities from time to time, so as to obtain such certificate for use and occupation for Project A.

I. The Promoter has obtained layout approval and construction permission for residential and commercial use from Mumbai Metropolitan Regional Development Authority ("**MMRDA**") vide its permission letters bearing no SROT/BSNA/2501/BP/Amended/ Ranjoli-05/1440/2019 dated 22nd July 2019 and SROT/BSNA/2501/BP/Amended/ Ranjoli-05/1772/2019 dated 24th September 2019. Authenticated copies of the Commencement Certificate is annexed hereto and marked collectively "**Annexure C**".

J. The Land is free from all encumbrances except as stated in **"Annexure D"**.

K. The Promoter has entered into an agreement with an Architect, Sandeep Shikre & Associates, having his address at 203-204, Prabhadevi Industrial Estate, Veer Savarkar Marg, Prabhadevi, Mumbai 400025, who is registered with the Council of Architects.

L. The Promoter has appointed a Structural Engineer, Diga Consultant and Valuers LLP having its address at 83/84, Sahakar Bhavan, Nariman Point, Mumbai 400021 for the preparation of the structural design and drawings of the building/s in the said Project A.

M. The authenticated copies of Certificate of Title issued by DSK Legal, Advocates and Solicitors of the Promoter dated 4th November, 2019 along with the list of encumbrances on the Project A is annexed hereto and marked as "**Annexure E**". The Authenticated copies of the Property card showing the nature of the title of the Promoter to the said Land on which the premises/units/apartment are constructed or are to be constructed in the Project A have been marked as "**Annexure F**". The Allottee(s) have verified and are satisfied with all the title documents and deeds, which entitles the Promoter to allot premises/ units/apartment in the said Project A.

N. The Allottee(s) confirms that they have chosen to invest in the said Project A after exploring all other options of similar properties available with other developers/ promoters and available in re-sale in the vast and competitive market in the vicinity and further confirm that the booking in this Project A is suitable for their requirement and therefore has voluntarily approached the Promoter for purchase of the Apartment.

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O. The Allottee(s) are offering to purchase with the full knowledge that the Promoter has obtained all necessary approvals from the competent authorities for the development of the said Land. The Allottee(s) has perused all approvals, documents, plans and permissions as mentioned in **Annexure B** and **Annexure C** and available on the MahaRera website. At the time of booking, the Allottee(s) has been informed by the Promoter of the payment schedule, installments to be paid as the payment schedule agreed between the parties and other payments related terms and conditions including but not limited to interest payable on delayed payments and delayed possession.

P. Upon agreeing and accepting the above, the Allottee(s) has/have applied to the Promoter for allotment of such apartment (herein after referred to as the said "**Apartment**") details of which, including unit number, the floor number, carpet area, situated in such wing/ building/ tower (herein after referred to as the said "**Building**") more particularly detailed and described in "**Annexure G**", along with pro-rata share in the common areas as defined under clause (n) of Section 2 of the said Act (as defined herein). The Allottee(s) has made such application of booking through a Booking Application Form. On the basis of such above application, the Promoter has offered to the Allottee(s) the said Apartment as per the terms and conditions mentioned below. The authenticated approved copy of the floor plan of the said Apartment agreed to be purchased by the Allottee(s), as sanctioned and approved have been annexed and marked as "**Annexure H**".

Q. The Allottee(s) has agreed to purchase the said Apartment for the Sale Consideration as set out in "**Annexure I**" mentioned herein, along with such additional deposits and other outgoings stated therein (hereinafter referred to as the said "**Additional Outgoings**"). The amounts mentioned in **Annexure I** are exclusive of all taxes, charges, levies, duties, cess etc., including but not limited to service tax, VAT, TDS, GST and its effect, Krishi Kalyan Cess, Swach Bharat Cess, Land under construction tax, Local body tax, External development charges, infrastructure development charges (like water, electricity and sewerage connection charges and all deposits payable to the concerned authorities) and/ or all other direct/ indirect taxes/ duties, impositions, stamp duty charges, registration charges, both present and future, applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies in respect of the Apartment and/or the transaction contemplated herein and/or in respect of the Sale Consideration and/or the other). The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoter shall be payable by the Allottee(s) and binding on the Allottee(s).

R. The list of specifications, including fittings to be provided by the Promoter in the said Apartment are set out in "**Annexure J**".

S. The Promoter is constructing and providing certain common area, amenities, facilities and specifications (hereinafter referred to as the said "**Amenities**" and more particular specified in "**Annexure K**") in the said the Towers, said Project A and said Larger Property, available for use and enjoyment of the Allottee(s) of

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Project A and other phases to be constructed on the Larger Property. Furthermore, these Amenities constructed by the Promoter in this phase shall be used jointly by all the purchasers of the said Larger Property in the manner as may be decided by the Promoter and the Allottee(s) shall not object to the same in any manner whatsoever. The list of such Amenities are provided in **Annexure K**. The Allottee(s) shall be entitled to use such Amenities, subject to the rules, regulations / guidelines framed by the Promoter and / or the said Organisation (defined hereunder) as the case may be. Provided however the Allottee herein shall not be entitled to use the Clubhouse and amenities which are earmarked for the residential units.

T. The Allottee(s) acknowledges and confirms that the Promoter's liability is limited to the said Land and to what is committed to be constructed and delivered in the said Project A. The Promoter at its sole discretion can independently deal with the said Larger Property in any manner whatsoever. The Allottee(s) has/have knowledge of the applicable laws, notifications and rules applicable to the said Apartment and the Project A and understand/s all limitations and obligations in respect of it and there will be no further investigation or objection by the Allottee(s) in this regard.

U. Prior to the execution of these presents, the Allottee(s) has/have paid to the Promoter such sums as mentioned in **Annexure I**, being part payment of the Sale Consideration of the Apartment agreed to be sold by the Promoter to the Allottee(s) (the payment and receipt whereof the Promoter hereby admit and acknowledge) and the Allottee(s) has/have agreed to pay to the Promoter the balance of the Sale Consideration and other charges in the manner appearing in the payment schedule mentioned in **Annexure I** and as may be demanded by the Promoter.

V. The Allottee confirms that the Promoter shall not be liable to the Allottee for any details, information and representations provided by his Real Estate Agent /Broker/ Channel Partner. The Allottee further confirms that the Promoter is not liable in respect of or in pursuance to any arrangement or understanding between the Allottee and his Real Estate Agent /Broker/ Channel Partner and hereby indemnifies the Promoter in this regard.

W. The Promoter has registered the Project A under the provisions of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the **said Act**") read with 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 ("**Rules**") bearing MAHARERA registration no. and validity as specified in **Annexure B** and available at website link https://maharera.mahaonline.gov.in/. The authenticated copy of the registration certificate is annexed herewith as "**Annexure L**".

X. The carpet area of the said Apartment is mentioned in **Annexure G** in square metres. "Carpet Area" means the net usable floor area of an Apartment,

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excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment. "Exclusive Balcony / Verandah Area/ Enclosed Balcony" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s). "Exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s).

Y. The Allottee(s) has represented and warranted to the Promoter that the Allottee(s) has the authority and eligibility to enter into and perform these presents and has clearly understood his rights, duties, responsibilities and obligations under these presents. The Allottee(s) hereby undertake/s that he/she/they shall abide by all laws, rules, regulations, notifications and terms and shall be liable for defaults and/ or breaches of any of the conditions, rules or regulations as may be applicable to the Project A and the said Apartment.

Z. Relying upon the aforesaid application, the Promoter has agreed to allot and sell to the Allottee(s), and the Allottee(s) has/have agreed to purchase the said Apartment at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

AA. The Promoter has completed the construction of the building and the Apartment therein basis the Construction permission from MMRDA. In lieu whereof MMRDA has accorded its Occupancy Certificate vide its letter bearing no. SROT/BSNA/2501/BP/Rajnoli-05/Vol-11/OC/1132/2023 dated 17th August 2023. Authenticated copy of the Occupancy Certificate is annexed hereto and marked as "**Annexure N**".

BB. Under section 13 of the said Act, the Promoter is required to execute and register a written Agreement for Sale of said Apartment with the Allottee(s), being in fact these presents and also to register said Agreement under the Registration Act, 1908, as amended from time to time.

CC. The Parties have agreed to the terms and conditions of this Agreement as set forth hereinafter and confirm that the recitals shall form a part of the Agreement between the Parties.

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

1. PROJECT AND DEVELOPMENT

(i) The above Recitals shall form an integral part of the operative portion of this

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Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of the Act or rules thereunder.

(ii) The Promoter has commenced development of the said Larger Property in various phases and is now desirous to develop the Project A on the said Land for residential use and/or such other authorized use by optimum utilization of the Floor Space Index (FSI) together with the infrastructure and common areas and amenities thereof, in accordance with the applicable laws (after considering setback, ground coverage, green area, etc.) as a complex. The Promoter has under its said obligation, commenced construction of the Project A in accordance with the said plans, designs and specifications.

(iii) The Allottee(s) confirms that all Amenities, common pathway, driveway, access roads, recreational ground area and all such areas which are for common use and enjoyment of all the occupants, purchasers and users of the said Larger Property shall be jointly used and maintained by all purchasers of the said Larger Property, including Project A. The Allottee(s) waives his rights to raise any objection in this regard.

(iv) The Promoter has informed the Allottee(s) and the Allottee(s) hereby confirms and acknowledges that the Larger Property is being developed by the Promoter in a phase-wise manner for residential and/or commercial use as may be decided by the Promoter in its absolute discretion from time to time. The Allottee(s) further acknowledges and confirms that the Promoter may, at any time, revise/modify the layout master plan of the Larger Property , except for the current Project A, in such manner as the Promoter may deem fit, in its sole discretion.

(v) The Promoter hereby declares that the Floor Space Index approved as on date in respect of the said Land is 23151.72 square metres only which includes FSI in respect of the Club House. The Promoter has disclosed that the permissible Floor Space Index of 314.54 square metres (which includes residential and commercial apartments) (which includes premium FSI) and such other FSI as permitted under the applicable law is proposed to be utilized by Promoter on the said Larger Property including the said Land and Allottee(s) has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoter only.

(vi) The Allottee(s) has been informed and hereinafter acknowledges that the FSI proposed to be consumed in the Project A may not be proportionate to the area of the said Land on which it is being constructed in proportion to the total area of the said Larger Property taking into account the FSI to be utilized for all buildings to be constructed thereon. The Promoter in its sole discretion, may allocate such FSI for each of the buildings being constructed on the said Land as it thinks fit and the owners and purchasers of the apartments in such buildings (including the Allottee(s) herein) are agreeable to this and shall not dispute the same or claim any additional FSI or constructed area in respect of any of the structures, building or on the said Land.

(vii) The Allottee(s) further acknowledges that, at its sole discretion (i) the Promoter shall also be entitled to deal with other phases comprised in the said Larger Property (along with the FSI/TDR or otherwise) including by way of sale or transfer

to any entity as the Promoter may deem fit and (ii) the Promoter may also sell/transfer its stake in the other phases to any person as it deem fit, in accordance to the then existing and applicable laws. The Allottee(s) has entered into this Agreement knowing fully well the scheme of development to be carried out by the Promoter on the said Land and the said Larger Property .

(viii) The unutilized / residual FSI (including future incremental or enhancement due to change in law or otherwise) in respect of the said Land shall always be available to and shall always be for the benefit of the Promoter and the Promoter shall have the right to deal or use the FSI and/or TDR as it may deem fit, without any objection or interference from the Allottee(s) or Organisation or Apex Organisation or Apex Organisation/s. In the event of any additional FSI in respect of the said Land or any part thereof being increased as a result of the any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at anytime, hereafter, the Promoter alone shall be entitled to the ownership and benefit of the all such additional FSI for the purpose of the development and / or construction of structures on the Land and the said Larger Property as may be permissible under applicable law.

(ix) In the event the land adjoining the said Land is owned/developed by the Promoter (or the Promoter's wholly owned subsidiary, group company or associate company), the Promoter reserves the right to develop the same, either by amalgamating the same with the said Land and/or sub-dividing and/or amalgamating the said Land and the adjoining land, as the Promoter may deem fit and proper in accordance with the applicable laws, so as to utilize the full potential of the FSI available.

2. THE APARTMENT

(i) The Allottee(s) hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee(s) residential apartment as detailed in **Annexure G** (hereinafter referred to as "**the Apartment**") of the said Project A as shown in the approved floor plan, hereto annexed and marked **Annexure H** for such Sale Consideration as mentioned in **Annexure I**, which includes the proportionate price of the common areas and facilities in relation to the said Apartment, to be paid as per the payment schedule as mentioned in **Annexure I**. The nature, extent and description of certain common area, amenities, facilities and specifications (hereinafter referred to as the said "**Amenities**") in the said Building, said Project A and said Larger Property are more particularly described in the **Annexure K**. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities in the said Apartment and details thereof is provided by the Promoter as are set out in **Annexure J**, annexed hereto. The Allottee(s) is aware that there are open car parking spaces in the Larger Property as per the approved plans for the use of the allottees in the Larger Property including but not limited to the Phase I Project.

(ii) The Promoter shall confirm the final carpet area that has been allotted to the Allottee(s) after the construction of the Building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The said carpet area is subject to +/-3%

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variation. If there is any reduction in the carpet area beyond this variation, then in such event the only recourse of the Allottee(s) shall be refund by the Promoter of the excess money as per applicable law. If there is any increase in the carpet area allotted to Allottee(s) beyond the defied variation, the Allottee(s) shall make payment with the next milestone of the Payment Schedule and/ or on or before possession and the Allottee(s) shall not be entitled to cancel and terminate this booking on account for this variation. Such monetary adjustment shall be made in proportion to the Sale Consideration. All such monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement and shall be subject to TDS and applicable taxes.

3. SALE CONSIDERATION AND PAYMENT TERMS

(i) The Allottee hereby agrees to purchase from the Promoter the said Apartment for the Sale Consideration as mentioned in **Annexure I**. It is also agreed between the Parties that the Sale Consideration includes the proportionate right, title and interests in common areas with respect of the said Apartment. The amounts mentioned in **Annexure I** are exclusive of all taxes, charges, levies, cess etc. which may be levied by any appropriate authorities.

(ii) The Allottee(s) has/have paid such amounts as mentioned in **Annexure I** till the execution of this Agreement as part payment of the Sale Consideration for the said Apartment to the Promoter, the receipt whereof, the Promoter does hereby acknowledge. The Allottee(s) agree/s to pay the balance Sale Consideration as per the payment schedule as mentioned in **Annexure I** to the Promoter and as may be demanded by the Promoter, time being of the essence.

(iii) The Allottee(s) shall on or before delivery of possession of the said Apartment or as demanded by the Promoter, pay and keep deposited with the Promoter such additional deposits and list of other outgoings as specified in **Annexure I**.

(iv) The Sale Consideration and the Additional Outgoings and all such amounts as mentioned in **Annexure I** excludes all taxes charges, levies, cess etc., applicable on transfer and sale of Apartment to the Allottee(s) and applicable on the construction, project cost, work contracts on the said Project A, including but not limited to Goods and Services Tax (GST), WCT, VAT, Education cess, Labour cess, surcharge, swachh bharat cess, krishi kalyan cess etc. both present and future or in any increase thereof, as may be applicable from time to time. Such amounts shall be separately charged and recovered from the Allottee(s), on pro-rata basis. The Allottee(s) would also be liable to pay interest/ penalty/ loss incurred by the Promoter on account of the Allottee(s)'s failure and/ or delay to pay such taxes, levies, cess, statutory charges etc. Further, the stamp duty amounts, registration charges, statutory charges, taxes, levies, cess etc. as may be applicable, due and levied by the statutory or local authority with respect to purchase of the said Apartment and conveyance of the said Land to the Organization of the apartment owners, shall be the sole obligation of the Allottee(s) under this Agreement, to pay such amounts and such amounts are excluded from the computation of the Sale Consideration and the Additional Outgoings.

(v) The Promoter shall not accept payment by cash and/ or deposit of cash in the designated account of the Promoter and such payment shall not be accepted and

continue to appear as outstanding against the Apartment. The Promoter shall accept payments towards your booking from the account(s) of the Allottee(s) and/ or Joint Allottee(s) only. It is clarified that payments received from any third parties / non- allottee(s) will be returned to the remitter and such payment shall continue to appear as outstanding against the Apartment. Payments will be accepted from Joint/Co- Allottee(s) accounts, demand draft payment from the bank where the Allottee(s) has taken a loan for the said Apartment, guardian as per the application status making a payment on behalf of a minor's booking. The Promoter shall not accept payments from third parties under the following criterion :

a. Payments made by Allottee(s)'s family member/ friend (parents, spouse, siblings etc.);
b. Payments made by a Company on behalf of the Allottee(s) (where such Allottee(s) is a shareholder of such Company);
c. Individual making payment on behalf of the company being the Allottee(s) (in case of Company booking);
d. Demand draft will not be accepted unless accompanied by a letter from the bank stating that the funds are from Allottee(s) account only, the exception being DDs/Banker's Cheque received from the mortgagor bank of the Allottee(s).

(vi) The Allottee(s) is aware of the applicability of Tax Deduction at Source (TDS) with respect of the Apartment. Further, the Allottee(s) is aware that the Allottee(s) has to deduct the applicable TDS at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per Section 194-IA in the Income Tax Act, 1961. Further, the Allottee(s) shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961. If the Allottee fails to make any payments or provide TDS Certificates on the stipulated date/s and time/s as required under this Agreement, then, the Allottee shall pay to the Promoter interest as per applicable law, on all and any such delayed payments / amount of TDS computed from the date such amounts / TDS Certificates are due and payable till the date such amounts are fully and finally paid / TDS Certificates are submitted, together with the interest thereon at the Interest Rate. The interest so payable by the Allottee(s) to the Promoter should be subject to extra GST at applicable rates.

(vii) The amounts mentioned as Additional Outgoings as mentioned in **Annexure I** herein are provisional and based on estimates. If there are any additional charges and/ or increase in the existing charges due to actual cost incurred or demand by statutory authority and/ or otherwise, any shortfall shall be paid by the Allottee(s). The Allotee(s) shall separately pay the common area maintenance charges ("**CAM Charges**") as per the terms of this Agreement. The Allottee(s) shall be liable to pay both the deposits and the monthly expenses towards CAM charges in accordance with this Agreement, time being of the essence. The CAM Charges include the maintenance of the essential services and annual maintenance contracts for the common areas in the Larger Property. The CAM Charges do not include charges for providing water from private sources and electricity supply through DG sets, in the event the competent authority fails to provide the external linkages for water lines and electricity connection by the time the Promoters offer possession of the Apartment to the Allottee. The said charges towards provision of water from private

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sources and electricity through DG sets shall be collected proportionately from all the allottees of the Project A over and above the CAM Charges. The Additional Outgoings and CAM Charges will be payable by the Allottee on or before possession of the said Apartment. At the time of handover of the maintenance services from the Promoter to the Association of Allottees / the competent authority, as the case may be, any unadjusted or unutilized CAM Charges shall be handed over by the Promoters to the Association of Allottees / the competent authority, as the case may be. The CAM charges shall be calculated on a uniform rate based on the Carpet Area of each apartment and the Allottee undertakes to make payment of the same on aforesaid basis of computation.

(viii) Individual electricity connection/ meter charges, water / storm water connection charges, sewerage connection charges including its infrastructure charges, deposits to the concerned authorities, on account of additional fire safety measures undertaken, increases in deposit of security amounts of water, electricity etc., any new infrastructure charges and increase thereof for bulk supply of electrical energy and all / any other charges are not included in the Sale Consideration of the said Apartment and the actual/ proportionate amount shall be additionally payable by the Allottee(s) on or before the offer of possession of the said Apartment.

(ix) The Sale Consideration is escalation-free, save and except the charges stated herein and escalations/increases/impositions due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/ Local Bodies/Government from time to time, including but not limited to internal development charges, external development charges, infrastructure development charges, premiums and/or all other charges, payments, surcharges, cesses, taxes, levies, duties, etc. payable to the competent authority/ Local Bodies/ Government.

(x) In case of any financing arrangement entered by Allottee(s) with any Bank or Financial Institution with respect to the purchase of the said Apartment, the Allottee(s) undertakes and confirms to direct such Bank or Financial Institution to and shall ensure that such Bank or Financial Institution does disburse all such amounts and installments as mentioned in **Annexure I**, due and payable to Promoter through an account payee cheque/demand draft drawn in favour of such account as mentioned in **Annexure I**. Further, the Allottee(s) agrees that he shall be responsible to ensure that the payments as stated herein are paid to the Promoter in accordance with the payment schedule herein either by himself or by his bank or financial institution and no requests for changes/modifications/ extension shall be entertained by the Promoter either from the Allottee(s) or its bank/financial institution with respect to the payment milestones/schedule.

(xi) In the event of dis-honour of any payment instruments or any payment instructions by or on behalf of the Allottee(s) for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee(s) of the dis-honour of the instrument and the Allottee(s) would be required to promptly pay the outstanding amounts including interest from the due date till the date of receipt by the Promoter of all the amounts including the Dishonour Charges of Rs. 2500/- (Rupees Two Thousand Five Hundred only) (for each dis-honour). In the event the said amounts with applicable interest are not tendered

within 3 (three) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee(s) comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonor of any payment cheque, the Promoter has no obligation to return the original dishonored cheque.

(xii) The Allottee(s) agree/s that the MRP Token Amounts (if applicable), Booking Amount 1 and Booking Amount 2 and any other amounts towards the Sale Consideration upto 10% (ten percent) of the Sale Consideration ("**Booking Amount**") shall be treated as earnest money to ensure fulfilment by the Allottee(s) of the terms and conditions, as contained herein. The Allottee(s) shall make timely payments of the outstanding, amounts due and payable (including the Allottee(s)'s proportionate share of taxes levied by concerned local authority, Additional Outgoings, provisional CAM charges etc.) payable by him/her and meeting the other obligations under this Agreement. Time is the essence, with respect to the Allottee(s)'s obligations to pay all such amounts as mentioned in this Agreement and also to perform or observe all the other obligations of the Allottee(s) under this Agreement.

(xiii) The Allottee(s) irrevocably confirms that the Promoter may, at its sole discretion, waive in writing any breach by the Allottee(s) under this Agreement. It is expressly agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of any allottee of the residential apartment shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of any other allottee or for a subsequent breach. It is irrevocably agreed by the Allottee(s) that on all amounts received, the Promoter shall first adjust/ appropriate any amounts paid firstly towards the taxes, charges, levies etc. due and payable on previous instalments, thereafter towards the interest levied on the previous pending instalment (if any), thereafter the pending instalment.

(xiv) Payment of outstanding amounts due and payable shall have to be paid by the Allottee(s) within twenty-one (21) days from the Promoter's Demand Letter, failing which the Promoter shall be entitled to charge interest as per applicable law on all delayed payments. Part payments shall not be accepted. Different modes of payment for the outstanding amounts may be offered, at the time of raising the Demand Letter, subject to the tie-ups with financial service providers. Any additional charges (including surcharge) applicable thereto shall be liable to be borne by the Allottee(s). The Allottee(s) agrees to pay to the Promoter the outstanding amounts including interest as mentioned hereinabove, from the due date till the date of receipt of amounts or realization of the cheque by the Promoter, whichever is later.

(xv) Without prejudice to the rights of the Promoter to charge interest in terms of the clauses herein, upon the Allottee(s) committing breach of any of the terms of the Agreement including default in payment of any outstanding amount, due and payable by the Allottee(s) to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), the Company shall issue a notice of such default to the Allottee(s) and the Allottee(s) shall be provided with a period of fifteen (15) days from the date of such notice to cure the said default or breach. In the event that the Allottee(s) fails to cure such default or breach, within fifteen (15) days from the date of notice (or

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such default or breach is not capable of being rectified), the Company shall have the option to cancel and terminate this Agreement by sending a cancellation letter at the address provided by the Allottee(s) and/or mail at the e-mail address provided by the Allottee(s), intimating him of the specific breach/ default or breaches/defaults of terms and conditions in respect of which the Company is cancelling and terminating this Agreement.

(xvi) On such cancellation, the allotment/booking/agreement for the said Apartment shall stand immediately cancelled and the Allottee shall have no right whatsoever with respect to the said Apartment.

(xvii) Upon cancellation of the allotment and/or termination of the Agreement (as the case may be), the Promoter shall refund all such amounts paid by the Allottee(s) till the date of cancellation without interest subject to forfeiture of the following amounts as detailed hereunder being the liquidated damages payable to the Promoter:

a. Booking Amount or the actual amount paid, whichever is higher, subject to a maximum of 10% of the Sale Consideration. The liquidated damages herein includes sales and marketing expenses towards the Apartment.

b. Taxes, cess, levies, charges, stamp duty, registration charges etc. paid on all such amounts shall not be refunded to the Allottee(s);

c. Total interest accrued on account of the delay/default in payment of any instalment/s and other charges as per the payment plan calculated till the date of the cancellation/termination letter;

d. Amount of penalty (including taxes) for dishonor of cheque (if any) by the Allottee(s) under this Application/ Agreement;

e. All amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities including but not limited to GST (including accrued but not paid), value added tax, works contract tax, service tax or any other tax of any nature;

f. All amounts or amounts equivalent to any subvention cost (if the Allottee(s) has opted for subvention plan, if applicable), benefits, discounts, rebate, concession, gift card, white goods (inclusive of taxes) etc. granted to the Allottee(s) by the Promoter in respect of the booking of the Allottee(s)irrespective of whether such benefits have been utilized by the Allottee(s) until the date of cancellation of the said Apartment;

g. All amounts (including taxes) paid or payable as brokerage fee to any real estate agent, broker, channel partner, institution etc. by the Promoter in respect of the booking of the Allottee(s).

h. All outgoings, deposit and other charges as specified in **Annexure I** paid till the date of issuance of the cancellation/termination letter including amounts towards formation of Organization/ Apex Organisation (as may be applicable).

(xviii) The Promoter shall have the first lien and charge on the said Apartment for all its dues and other sums unpaid due and payable by the Allottee(s) to the Promoter. The Allottee(s) shall not transfer its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee(s) under this Agreement, to the Promoter. It is hereby clarified that for the purposes

of this Agreement payment shall mean the date of credit of the amount in the account of the Promoter.

(xix) The Allottee(s) further agrees that the Promoter shall refund the balance amounts either by way of (i) personal hand delivery of cheque(s) to the Allottee(s) or (ii) courier of cheque(s) to the Allottee(s) at the aforementioned address mentioned in the Booking Application Form or in the Agreement for Sale, or (iii) through any other means as the Promoter may deem fit. The Promoter may at its discretion also make refund through RTGS to the Allottee(s) as per account details for refund as mentioned in the Booking Application form or Agreement signed by the Allottee(s). In case of Allottee(s) who have availed home loan and mortgaged the said Apartment to any Bank/ Financial Institution, such refund to Allottee(s) shall be processed post intimation to any Bank/ Financial Institution and release of amounts to such Bank/ Financial Institution as per agreements, documents, papers etc. signed between the Allottee(s) and such Bank/ Financial Institution and the Allottee(s). Such refund shall be in the name of the first applicant (as per the Application Form) or the mortgage lender (in case the Allottee(s) has procured a loan from a bank/ financial institution), as the case may be. This shall be full and final discharge of all obligations on the part of the Promoter or its employees and the Allottee(s) will not raise any objection or claim on the Promoter in this regard.

(xx) Upon the cancellation and termination of the allotment of the Apartment, the Allottee(s) shall not have any right title or interest with respect to the Apartment and the Promoter shall be at a liberty to sell or otherwise dispose off the Apartment to any other person whomsoever, at such price, in such manner and on such terms and conditions as the Promoter may in its sole, absolute and unfettered discretion think fit and proper and the Allottee(s) waive their right to raise any objection or dispute in this regard.

(xxi) The Allottee(s) hereby also covenant/s to observe and perform all the terms and conditions of the booking, and/or allotment and/or this Agreement to keep the Promoter and its agents and representatives, estates and effects indemnified and harmless against the rights, responsibilities and obligations of the Allottee(s) to the Promoter under this Agreement. Further, the Allottee(s) shall indemnify the Promoter also against any loss or damages that Promoter may suffer as a result of non-payment of any amount herein including the Sale Consideration, non-observance, or non-performance of the terms and conditions mentioned herein. The Allottee(s) confirms that the Promoter shall have a right of first lien on the Apartment in the event any amounts are outstanding to the Promoter. The Allottee(s) further confirms that this clause be applicable even post possession of the Apartment being handed over to the Allottee(s).

4. POSSESSION AND COMPENSATION

(i) The Promoter shall endeavor to give possession of the said Apartment to the Allottee(s) on or before the date specified in the **Annexure G** ("**Date of Possession**"). Further, the Promoter shall endeavor to give possession of the said Amenities to the Allottee(s) on or before the date specified in the **Annexure K** subject to the terms herein ("**Time Schedule of Completion**"). The Date of Possession and Time Schedule of Completion shall be subject to the provisions of

the sub-clauses herein and also subject to Force Majeure circumstances and reasons beyond the control of the Promoter.

(ii) The Allottee(s) is aware the certain Amenities as specified in **Annexure K** shall be constructed along with the other phases in the Larger Property and the Allottee(s) shall not raise any objection to take possession or otherwise in this regard. The Allottee(s) is also aware that the Amenities as specified in **Annexure K** are subject to change based on availability, feasibility and approvals, as applicable.

(iii) In the event the possession is delayed beyond the date as agreed hereinabove *interalia* for any reason, the Promoter shall be entitled to extension of 12 [twelve] months ("**Extended Duration**") for handover of possession and completion of construction.

(iv) In the event of any delay in handing over possession of the said Apartment to the Allottee(s) on the Date of Possession and Time Schedule of Completion, respectively and/ or beyond the Extended Duration and/ or further extension of time for completion of construction of the said Apartment and the said Amenities due to force majeure reasons, the Promoter shall intimate the Allottee(s) in writing the reason for such delay along with appropriate supporting documents and further time period within which the possession of the said Apartment shall be handed over the Allottee(s) ("**Revised Possession Date**") and the said Amenities ("**Revised Time Schedule of Completion**") shall be completed. In the event, the Allottee(s) is desirous of cancelling the booking of the Apartment, prior to the date of application of the Occupation Certificate in respect of the said Apartment, then the Allottee(s) shall intimate the Promoter his/ her/ their non-acceptance of the Revised Possession Date and Revised Time Schedule of Completion within fifteen (15) days from the date of receipt of such intimation from the Promoter, failing which it will be deemed that the Allottee(s) has/ have accepted the Revised Possession Date and Revised Time Schedule of Completion and the same shall be binding on the Allottee(s).

(v) Further, in the event if the Promoter is unable to file for the Occupation Certificate on or before the Possession Date or the Revised Possession Date (as applicable), subject to reasonable extension of time, then on demand in writing by the Allottee(s), the Promoter shall refund with simple interest as per applicable law from the date of receipt of installment of amounts paid towards the Sale Consideration only (excluding interest amounts (if any), stamp duty, registration fee, VAT, Service tax, GST, TDS, deposits, charges etc. paid to the Promoter and/or competent authorities, as the case may be) till the date of the written intimation of cancellation of the said Apartment from the Allottee(s). However, taxes, levies, cess, interest amounts (if any) paid by the Allottee(s) and such other amounts as mentioned herein shall not be refunded and no interest shall be payable on these amounts.

(vi) In the event the Allottee(s) does not intend to withdraw from the booking in the Project and/or has accepted the revised timelines, then in such an event, the Allottee(s) shall be entitled to seek simple interest as per applicable law for every month of delay, as compensation, post expiry of the Extended Duration and such time period affected by Force Majeure conditions till the date of receipt of occupation certificate or any other certificate issued by the concerned authorities required for use and occupation of the said Apartment ("**OC Date**"). The Promoter

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shall pay such compensation on the installments paid towards the Sale Consideration only (excluding interest amounts (if any), stamp duty, registration fee, VAT, GST, Service tax, TDS, deposits, charges etc. paid to the Promoter and/or authorities, as the case may be) for the said Apartment, subject to terms and conditions herein. Further, the aforesaid compensation, if any accruing, shall be payable/adjustable on the balance amounts payable at the time of handing over the possession of the said Apartment. It is expressly clarified that no compensation shall be payable by the Promoter for any time period beyond the OC Date for any reason whatsoever, irrespective of the Allottee(s) not taking possession of the said Apartment.

(vii) Notwithstanding any of the provisions herein, the compensation for delay shall not be paid and the Revised Possession Date and Revised Time Schedule of Completion shall be extended:

a. on account of any force majeure events and/ or

b. due to non-compliance of the terms and conditions by the Allottee(s).

"Force Majeure" shall include :-

(a) flood, drought, fire, cyclone, earthquake or any other calamity by nature effecting the regular development of the said Project and/ or

(b) war, civil commotion or act of God ;

(c) any notice, order, rule, notification of the Government and/or other public or competent authority/court;

(d) Any stay order / injunction order issued by any Court of Law, competent authority, concerned local authority, statutory authority;

(e) Any other circumstances that may be deemed reasonable by the Authority.

(viii) Additionally, the compensation for delay shall not be paid in the following events :

a. For the period of delay caused due to reasons beyond the control of the Promoter and/or its agents, and/or

b. For the period of delay caused in getting snags, improvements, rectifications etc. which may be requested by the Allottee(s) during inspection of the said Apartment, and/or

c. For the period that the Allottee(s) commit/s any default and/ or breach of the terms and conditions contained herein, and/or

d. For the period of delay incurred due to additional work to be completed on the request of the Allottee(s) for certain additional features, upgrades, in the said Apartment, in addition to the standard Apartment, and/or

e. For the period from the date of offer of possession by the Promoter after receipt of occupation certificate or any other certificate issued by the concerned authorities required for use and occupation of the said Apartment till the actual handover of possession of the said Apartment.

(ix) In case the Promoter is forced to discontinue the construction of the said Apartment and/ or Project A (entire or part) due to Force Majeure reasons and/ or due to operation of any law or statutory order or otherwise, then the Promoter shall be liable to refund the amounts paid by the Allottee(s) without any liability towards interest or compensation or loss of profit or costs or damages, subject to deduction of applicable taxes, within 6 (six) months from the happening of such eventuality.

(x) In case the Allottee has paid TDS on the Sale Consideration and has submitted to the Promoter, the requisite TDS certificate and thereafter, this Agreement is terminated in accordance with the provisions contained hereinabove, then, the amount of TDS paid by the Allottee shall be refunded without any interest thereon to the Allottee by the Promoter together with the refund of the other amounts as provided in this Agreement.

5. PROCEDURE FOR TAKING POSSESSION

(i) The Apartment shall be considered as ready for use and occupation on the date of receipt of Occupation Certificate ("**OC**") or any other certificate required for occupation from the competent authorities.

(ii) The Promoter, after obtaining the OC, shall issue the Offer of Possession letter to the Allottee(s) requesting to make payments as per the Agreement and take possession within such date as mentioned in the Offer of Possession letter. The Allottee(s) shall before taking over the possession of the said Apartment, clear all outstanding dues, keep deposited with the Promoter, amounts mentioned in **Annexure I** and also pay the applicable GST, Value Added Tax, service tax and any other tax, levy, cess or any other charges levied by the statutory authorities in respect of the said Apartment (if applicable), by time to time to the Promoter, for construction and sale of the said Apartment.

(iii) For the purposes of avoidance of doubt, it is clarified that the CAM Charges shall commence from 30 (thirty) days after the date of Offer of Possession letter, regardless of whether the Allottee(s) takes such possession or not. Such date shall be referred to as "**CAM Commencement Date**". In such cases that the apartments are sold after the Date of Offer of Possession, the CAM charges on the Apartment shall commence from the date of which the last installment of the consideration amount (excluding society, maintenance and equivalent charges) is payable as per the agreed terms of allotment plus 15 (fifteen) days and the CAM Commencement Date shall be construed accordingly. The Allottee(s) agree(s) to pay the maintenance charges as determined by the Promoter or Organisation, as the case may be.

(iv) The Promoter, upon receiving payments made by the Allottee(s) as per this Agreement shall offer in writing the possession of the Apartment, to the Allottee(s) in terms of this Agreement to be taken within 15 (fifteen) days from the date of issue of such written communication. The Allottee(s) shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in this Agreement such Allottee(s), in addition to the liability to pay interest and without prejudice to the rights and remedies of the Promoter, shall continue to be liable to pay CAM charges as applicable.

(v) In the event the Allottee(s) fails to take possession of the Apartment within such date as mentioned in the Offer of Possession letter, then the Apartment shall lie at the risk and cost of the Allottee(s). The maintenance charges shall commence from the CAM Commencement Date. The Allottee(s) agrees and acknowledges that the

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Promoter's obligation of delivering possession of the Apartment shall come to an end and the Promoter shall not be responsible and/or liable for any obligation towards the Allottee(s) for the possession of the said Apartment. During the period of the said delay by the Allottee(s), the Apartment shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee(s) in relation to its deterioration in physical condition and as and when the Allottee takes possession of the said Apartment it shall be handed over to the Allottee on an 'as is where is' basis. Additionally, if the Allottee fails to take possession within 2 (two) months from the notice issued by the Promoter to the Allottee, then the Allottee shall liable to pay penalty of Rs. 20,000/- (Rupees Twenty Thousand Only) for each month or part thereof.

Notwithstanding the provisions herein, the Allottee(s) hereby agrees that in case the Allottee(s) fails to respond and/or neglects to take possession of the Apartment within the aforementioned time as stipulated by the Promoter, then the Promoter shall have the right to forfeit the entire amounts received by the Promoter towards the Apartment along with interest on default in payment of instalments (if any), applicable taxes and any other charges and amounts.

6. FIT OUT WORK

(i) The Allottee(s) agrees and confirms that their right, title, interest in the said Apartment shall be limited to and governed by what is specified in the Agreement and shall not extend to the Larger Property.

(ii) The Allottee(s) agrees and undertakes that on receipt of possession, if the Allottee(s) is desirous to carry out any interior fit-out work, they can strictly conduct the same in accordance, in observance of all the rules, regulations and bye-laws framed by the Promoter or Organization or Apex Organization or Apex Organizations ("**Fit-Out Manual**") applicable for commencement of interior fit out work in the said Apartment. The Allottee(s) further agrees that the same shall be used only as per the regulations and designs concerning to the said Building as approved by the said competent authorities, and without causing any disturbance, to the other allottee(s)/ owners of apartments in the said Building. The Allottee(s) shall be solely responsible to obtain any requisite permission, if any, from competent authorities for the interior work in the said Apartment and the Promoter shall not be responsible for the same. The Allottee(s) shall keep the Promoter informed about the status of the requisite permissions.

(iii) Without prejudice to the aforesaid, if the Allottee(s) makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Apartment and/or the Project A, the Promoter or Organisation shall be entitled to call upon the Allottee(s) to rectify the same and to restore the Apartment and/or Project A to its original condition within 30 (thirty) days from the date of intimation by the Promoter or Organisation in that regard. If the Allottee(s) does not rectify the breach within the such period of 30 (thirty) days, the Promoter or Organisation may carry out necessary rectification and restoration to the Apartment or the Project A (on behalf of the Allottee(s)) and all such costs and charges and expenses incurred by the Promoter or Organisation shall be reimbursed by the Allottee(s). If the Allottee(s) fail(s) to reimburse to the Promoter or Organisation any such costs and charges

and expenses within 7 (seven) days of demand by the Promoter or Organisation, the same would be deemed to be a charge on the Apartment. The Allottee(s) hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Promoter or Organisation (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Promoter or Organisation or which the Promoter or Organisation may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Apartment or the Building(s) and (ii) for all costs and expenses incurred by the Promoter for instituting any legal proceedings for recovery of such costs and charges and expenses incurred by it for rectification and restoration to the Apartment, the said Land, the Project A or the Larger Property.

(iv) After possession, the Allottee(s) shall permit and shall deemed to have granted a license to the Promoter or Organisation and its surveyors and agents with or without workmen and others, including the Maintenance Agency at all reasonable times to enter into and upon the said Apartment or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs in this behalf and also for repairing of any part of the Project A. This shall be also for the purpose of repairing, maintaining, rebuilding, cleaning, structural strengthening, lighting and keeping in order all services, drains, pipes, cables, water courses, gutters, wires, parts, structures of other convenience in the Project A and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes. In case the Allottee(s) has/have failed to effect repairs despite dispatch of notice of one week contemplated above and Promoter or Organisation is constrained to effect repairs at its cost, in that event such cost shall be recovered from the Allottee(s). However, in case of exigency situations like fire, short circuits, leakages on the floor above or below etc. the Allottee(s) authorize/s the Promoter or Organisation and / or Maintenance Agency to break open the doors/windows of the said Apartment and enter into the said Apartment to prevent any further damage to the other apartments and Project A. In such a case, the Promoter or Organisation and / or Maintenance Agency shall not be liable for any theft or loss or inconvenience caused to the Allottee(s) on account of entry to the Apartment as aforesaid.

(v) The Allottee(s) undertakes that he will not alter / demolish/ destroy or cause to demolish/ destroy any structure of the said Apartment or any addition(s) or alteration(s) of any nature in the same or in any part thereof. The Allottee(s) shall not harm or cause to harm any damage to the peripheral walls, front, side and rear elevations of the said Apartment in any form. The Allottee(s) shall also not to change the colour scheme of the outer walls and painting of exterior side of the door and windows and shall also not carry out any change in the exterior elevation and design and shall not erect any fencing/ hedging/grills without the prior permission of the Promoter or Organisation. The Allottee(s) shall not enclose/block the passage area outside the apartments and/or the common areas or place any objects therein. The Allottee(s) shall not partly / fully remove any walls of the said Apartment including load bearing walls/ structure of the same, which shall remain common between the Allottee(s) and the owners of adjacent apartments.

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7. ORGANISATION

(i) The Allottee(s) along with other allottee(s) in the said Project shall join with the allottees in the Larger Property to form and register an organisation or society or association or condominium or a limited company as determined by the Promoter (hereinafter referred to as the said "**Organisation**") to be known by such name as the Promoter may decide. For the said purpose, the Allottee(s) shall sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of such Organisation and for becoming a member, including the bye-laws of the proposed Organisation. The Allottee(s) shall duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee(s), so as to enable the Promoter to register the Organisation of allottee(s). The Promoter shall not be liable for any claims or penalties for delay in forming the Organisation, on account of any delay of the apartment owners in complying with the above.

(ii) The Promoter shall, at its discretion, as prescribed under the applicable laws, form an apex organization (being either an organisation or society or association or condominium or a limited company) ("**Apex Organisation**") for the entire development of the said Larger Property for the purposes of effective maintenance and management of the entire Larger Property including for common areas and amenities of the Larger Property.

(iii) The Promoter may become a member of the Organisation and/or Apex Organisation to the extent of all unsold and/or un-allotted apartments, areas and spaces in the said Building and said Land.

(iv) The Promoter will have the right to decide upon the phases of development of the Larger Property. Further, the Promoter will have the right to decide upon which units/s/premises/apartments/towers to be developed first in the Project A. All the unit/s/premises/apartments/towers may not be constructed simultaneously. The Project A will be completed in various construction phases/slabs and availability of common amenities, facilities, services will be dependent on the construction phasing and planning as mentioned in this Agreement.

(v) The Promoter may maintain the Amenities and upkeep the said Larger Property, until the formation of the Organisation and/ or Apex Organisation and/or Apex Organisations (as may be applicable), as per the terms of this Agreement. Accordingly, the Promoter may appoint a Maintenance Agency (without any reference to the Allottee(s) and other owners, users, occupants etc. of the Larger Property) for the maintenance and up-keep of the same. The costs for maintaining the Larger Property and Amenities will be borne from the account for CAM Charges which will be audited annually by a reputed audit firm.

(vi) The Allottee(s) hereby agrees and confirms that from the CAM Commencement Date, the Allottee(s) shall be liable to bear and pay the proportionate share towards the outgoings in respect of the said Building in which the said Apartment is located (such as local taxes, betterment charges or such other levies by the concerned local authority and/or government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance) until the

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conveyance of the said Building to the Organisation, irrespective of whether the Allottee(s) is in occupation of the said Apartment or not and construction activity is continuing in adjacent tower/ buildings and infrastructure, facilities and amenities are not fully completed. The Allottee(s) further agrees that till the Allottee's share is so determined, the Allottee(s) shall pay to the Promoter provisional monthly contribution of CAM Charges towards the outgoings as mentioned in **Annexure I** for such expenses. The amounts so paid by the Allottee(s) to the Promoter shall not carry any interest and remain with the Promoter until the handover of administration and accounts by the Promoter in favour of the Organisation (once formed). The Allottee(s) shall continue to pay all such outgoings as imposed by the competent authorities and / or concerned local authorities and proportionate charges to the Promoter, as may be demanded, from time to time.

(vii) In case of failure of the Allottee(s) to pay the CAM Charges or other charges on or before the due date, the Allottee(s) in addition to permitting the Promoter and/or Maintenance Agency to deny him the maintenance services, facilities, amenities etc. also authorizes the Promoter and/or Maintenance Agency to adjust in the first instance, the interest accrued on the deposit of maintenance charges against such defaults in the payments of CAM Charges and in case such accrued interest falls short of the amount of the default, the Allottee(s) further authorize/s the Promoter and/or Maintenance Agency to adjust the principal amount of the CAM Charges against such defaults. If due to such adjustments in the principal amount, the CAM Charges falls below a certain amount, as informed by the Promoter and/or Maintenance Agency, then the Allottee(s) hereby undertake/s to make good the resultant shortfall within fifteen (15) days of demand by the Promoter and/or Maintenance Agency. Further, the Promoter and/or Maintenance Agency reserves the right to increase CAM Charges and/or deposits pursuant to the same, from time to time in keeping with the increase in the cost of maintenance services and the Allottee(s) agrees to pay such increases within fifteen (15) days of demand by the Promoter and/or Maintenance Agency.

(viii) Upon the said Organisation being formed and registered, the rights, benefits and interests of the Allottee(s) shall be governed and regulated by the bye-laws, rules and regulations thereof, but expressly subject to the terms, conditions, convents, stipulations and provisions of this Agreement.

(ix) The Allottee(s) shall execute the application form, declaration and other forms for the purpose of enrolling Allottee(s) as a member of the said Organisation as provided by the Promoter simultaneous with the execution and registration of this Agreement as specified in "**Annexure M**".

8. CONVEYANCE

(i) The Allottee(s) hereby acknowledges and agrees that the Project A is part of a layout development of the Larger Property and as such the Promoter would be conveying to the Organisation, the structures on the said Land (excluding the basements, podiums, common area for the use of the owners, users, occupants etc. of the Larger Property as demarcated in the approved plans). It is clarified that the entire undivided or inseparable land underneath the Project A (and the common area for the use of the owners, users, occupants etc. of the Larger

Property) and any other area allocated as "common area" in the Larger Property , in the approved plans would be conveyed to the Apex Organisation and/ or Apex Organisations (as the case may be) as the Promoter may deem fit and proper as per the provisions of the Act. The Allottee(s) hereby agrees and confirms that until the conveyance of the said Land (excluding the basements, podiums, open space, common area for the use of the owners, users, occupants etc. of the Larger Property as demarcated in the approved plans) as aforesaid to the Organisation and common areas to the Apex Organisation and/ or Apex Organisations (as the case may be), the Allottee(s) shall continue to pay all the CAM Charges and all outgoings as imposed by the competent authorities and / or concerned local authorities and proportionate charges to the Promoter, as may be demanded, from time to time.

(ii) All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of such conveyance deed/ deed of assignment/transfer shall be borne and paid by the Organisation and/ or all owners and allottee(s) of units in the buildings on pro rata basis.

9. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee(s) as follows:

(i) The Promoter has clear and marketable title with respect to the said Land, as declared in the title report annexed to this Agreement as **Annexure E** and has the requisite rights to carry out development and construction activities upon the Project A. Further, the Promoter also has actual, physical and legal possession of the Land for the implementation of the said Project A.

(ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project A and shall obtain requisite approvals from time to time to complete the development of the Project A as per the provisions of the approvals and documents executed with the competent authorities.

(iii) The Promoter states that there are no encumbrances on the Land or the Project A except those disclosed herein and in the title report mentioned in **Annexure E**.

(iv) The Promoter state that there are no litigations pending before any Court of law with respect to the Project A, said Land or the said Larger Property.

(v) The Promoter confirms that the approvals, licenses and permits issued by the competent authorities with respect to the Project A as mentioned in **Annexure C** are valid and subsisting. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project A shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project A.

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected.

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with

respect to the Land, including the Project A and the said Apartment which will, in any manner, affect the rights of the Allottee(s) under this Agreement.

(viii) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee(s) as advance or deposit, sums received on account of the share capital for the promotion of the Organisation or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

(ix) In the event of paucity or non-availability of any material, the Promoter may use alternative materials/ article but of similar good quality. The decision of the Promoter on such changes shall be final.

10. REPRESENTATIONS AND COVENANTS OF THE ALLOTTEE(S)

The Allottee(s) or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter and thereafter to the Organisation as follows:-

(i) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date of offer of possession of the Apartment and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

(ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building and in case any damage is caused to the building in which the Apartment is situated on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

(iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee(s) and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee(s) committing any act in contravention of the above provision, the Allottee(s) shall be responsible and liable for the consequences thereof including to the concerned local authority and/or other public authority.

(iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the said building and shall keep the portion, sewers,

drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Organisation.

(v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of Apartment, Project A, the Land or Larger Property or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

(vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Land and Larger Property.

(vii) The Allottee(s) shall not use the said Apartment in the manner, so as to cause blockage or hindrance to the common passages, verandah or terraces. No common parts of the Larger Property will be used by the Allottee(s) for keeping / chaining pets / animals, dogs, birds or no storage of cycles, motorcycles, waste / refuse. The Allottee(s) shall be responsible for the care, health, safety, security, well-being etc. of their pets (if any) and are forbidden to leave them in the common areas of the Project A.

(viii) The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter. The Allottee(s) shall sign and execute all other documents, agreements, etc. for the purpose of obtaining electricity, power back-up facility, etc. as and when required by the Promoter.

(ix) That it is agreed and accepted by the Allottee(s) that upon creation / incorporation of the said Organisation, the common equipments pertaining to power back-up, etc. shall be transferred in favour of the said Organisation and that unless agreed the Promoter / Maintenance Agency shall thereafter be in no manner held responsible or liable for maintenance, upkeep, refurbishing or replacement of the same, as the liability of the Promoter is limited to installation of the said equipment.

(x) The Allottee(s) agree/s not to fix or install air conditioners or heaters in the said Apartment, save and except at the places which have been specified in the said Apartment for installation nor in any way disturb the external façade of the building in which the Apartment is situated.

(xi) The Allottee(s) agree/s not to fix or install any window antenna on the roof or terrace or external façade of the said building except with the prior sanction of the Promoter and/or Maintenance Agency and/or the said Organisation and at places earmarked by the Promoter.

(xii) The Allottee(s) shall observe and perform all the rules and regulations which the Organisation and Apex Organisation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Project A and the apartments 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.

(xiii) The Allottee(s) may obtain finance from any financial institution/bank or any other source for purchase of the said Apartment at his/her/their/its cost and

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responsibility. The Allottee(s)' obligation to purchase the said Apartment pursuant to this Agreement shall not be contingent on the Allottee(s)' ability or eligibility to obtain such financing. The Promoter shall not be responsible in any manner whatsoever if any bank/financial institution delays and/ or refuses to finance the said Apartment on any ground or revokes the loan already granted. Further, if any bank / financial institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then the Allottee(s) shall not delay payment of any Instalments / dues to the Promoter and shall make payment of the amounts by the due date as per the payment plan.

(xiv) It is mutually agreed between the Promoter and the Allottee(s) that the Promoter shall not be liable for repayment of the loan amount or any part thereof availed by the Allottee(s). All costs associated with procurement of loan amount shall be borne by the Allottee(s) alone.

(xv) The Allottee(s) are aware that tiles and natural stone are susceptible to staining and variations in shade and shall not hold the Promoter liable in any manner whatsoever in this regard.

(xvi) The Allottee(s) is aware that the Promoter may, either by itself and/or its nominees/associates/affiliates also retain some portion or units in the Project A which may be subject to different terms of use, including as a guest house or a unit for corporate use, as may be under the applicable laws and the Allottee(s) gives his unequivocal consent for the aforesaid.

(xvii) The Allottee(s) can sell, lease, let, sub-let, transfer, assign or part with the Allottee(s)' interest, benefit or possession under this Agreement or part with the possession of the Apartment only (i) after payment of all the amounts payable by the Allottee(s) under this Agreement to the Promoter, and (ii) the Allottee(s) not being in breach of any of the terms and conditions of this Agreement, and (iii) the Allottee(s) making payment of administrative charges to the Promoter.

(xviii) The Allottee(s) shall pay the Promoter, within 15 (fifteen) days of demand by the Promoter, the Allottee's share of security deposit demanded by the concerned local authority or Government for providing water, electricity or any other service connection to the building in which the said Apartment is situated.

(xix) The Allottee shall use the said Apartment or any part thereof or permit the same to be used only for the purpose of residence.

(xx) The Allottee is aware that adjacent to Tower no. 1 of Project A and Tower no.4 of Project B on the ground floor there are two trapezium areas each admeasuring 42 sq. Mtrs. and 110 sq.mtrs. are not common areas and shall be exclusively used by the purchasers of the ground floor commercial apartments of the Tower no.1 (Shop no 39, 40, 41, 42 & 43) and Tower no 4 (Shop no 31, 32, 33, 34, 35 36, 37 & 38) and the Allottee shall not object for the same.

(xxi) Neither, the Allottee nor any of the allottees of apartments in the Project A shall object to the Promoter laying, through or under or over the Land or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings which are to be developed and constructed on any portion of the Larger Property/Larger Land.

(xxii) It is expressly agreed declared and clarified that the Allottee or their representatives, servants etc. of the shops / commercial apartments shall not be

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entitled to use the benefits of the amenities and facilities viz. common facilities including Club House, MySeries etc. provided by the Promoter to the allottees of the residential building/s constructed/ to be constructed by the Promoter in the Project A and Project B Happinest - Kalyan" in this Project B or elsewhere on the Larger Property.

(xxiii) For the benefit of the allottees and to provide a cheaper source of power to the common areas, the Promoter is considering investing in a solar photovoltaic power plant which is likely to be installed on the terraces of all the towers in Project A. Given the rapid technological advancement in solar photovoltaic technology and the evolving government incentives, the financial viability of such a project can only be determined closer to completion of the project. Accordingly, if the project is found viable, the Promoter may invest in the solar photovoltaic plant of its own account and supply electricity for the common areas of Project A. The allottee(s) agree that such plant and equipment will remain the property of the Promoter and the Allottee(s) nor the Association will have any claims over the said assets. The Allottee (s) will have no objection to the said solar power plant being installed on the terraces of the buildings and agree to use solar power for common areas from this plant and agree to pay for the operations and maintenance of the plant from the Common Area Maintenance. For sake of clarity, the solar photovoltaic power plant is not a right or entitlement of the Allottee(s) of Project A as same is at the discretion of the Promoter

(xxiv) The Allottee(s) shall not use or display or caused to be used or displayed, at any time, the word "Mahindra" or "Mahindra Lifespaces" or "Mahindra Happinest" or its logo in any manner including by the Association of Allottees / Apex Body in any activity or object of the Organisation / Apex Body or otherwise, howsoever, save and except the name of the project, viz. "Happinest - Kalyan (a project by Mahindra Happinest)". The Allottee / Organisation / Apex Body shall not cause or give consent to cause a change of the project name from 'Happinest - Kalyan' for a period of at least 15 years from conveyance of the Land/Larger Property. The Allottee shall cause the Organisation / Apex Body to maintain the project signage in its original form as the Promoter has installed for a period of at least 15 years from conveyance of the Land/Larger Property.

(xxv) The Promoter shall be entitled to put hoarding / boards, in the form of inter alia neon signs, MS letters, vinyl and sun boards on the Project A /Land including on the façade, terrace, compound wall.

(xxvi) The Allottee shall pay the water charges as determined by the individual water metres as and when installed and operational, if applicable. If the water metres are not put to use for any reason, the water charges shall be proportionately shared and paid by all apartments in ratio of their carpet area.

(xxvii) The Allottee(s) is/are aware of that with the intent of providing benefits to the allottees, the Promoter has or shall enter into arrangements with service providers/ operators. The Allottee(s) agrees and shall cause the Association of Allottees to agree to be bound by the terms and conditions of such agreements. The Allottee(s) is aware that the services to be provided by third party service providers are subject to agreements yet to be executed by the Promoter. In the event that the Promoter is unable to enter into arrangements with any such service provider, the Allottee(s)

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agrees that he shall not raise any objection or ground for cancellation of the booking of the Apartment.

(xxviii) The Allottee(s) acknowledges and confirms that the Promoter's liability is limited to the said Land and to what is committed to be constructed and delivered in the said Project A. The Promoter at its sole discretion can independently deal with the said Larger Property, unsold apartments and units in the Larger Property including Project A and Project B in any manner whatsoever. The Promoter shall have unrestricted access to complete the development of the Larger Property and sell any unsold apartments and units in the Larger Property including the Project A and Project B the Allottee(s) undertakes not to cause any obstruction to the Promoter, its representatives and its proposed allottees in this regard.

(xxix) The Allottee has no objection to receiving marketing material correspondence, calls and SMS from the Promoter.

(xxx) The Allottee hereby agrees and authorizes Mahindra Happinest Developers Limited and all of its divisions, affiliates, subsidiaries, related parties and other group companies (collectively the "**Mahindra Entities**") to access his name, address, telephone number, e-mail address, birth date and / or anniversary date (collectively "**Basic Data/Contact Details**"). The Allottee hereby consents to being contacted through calls/ emails/ SMS/ other communication by any of the Mahindra Entities in order to assist with their purchase or keep them informed regarding product details or send them any product or service-related communication and offers. The Allottee provides the details herein at his sole discretion and confirms that the Mahindra Entities shall not be held responsible or liable for any claim arising out of accessing or using the Basic Data / Contact Details shared by him. The Allottee can discontinue receiving such communications from the Mahindra Entities, by calling Mahindra's designated call center +91 (22) 62328101.

11. MUTUAL OBLIGATIONS BETWEEN THE PARTIES

The Parties or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby represent and warrant as follows :-

(i) Mortgage and Charge

a. The Promoter may have an arrangement with certain Banks and Financial Institutions (hereinafter collectively referred to "the said Banks"), under which the said Bank would grant a line of credit to the Promoter to facilitate development of projects undertaken and carried on by it, and as security for repayment of loans which may be advanced to the Promoter by the said Bank, the Promoter creates or causes to be created mortgages/charges on the lands and construction thereon in favour of the said Banks, and the securities created in favour of the said Banks are substituted from time to time.

b. The title deeds relating to said Land may have been deposited with the said Banks as security (along with other securities) for repayment of the loans already advanced and which may be advanced hereafter by the said Banks to the Promoter under the said line of credit arrangement.

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c. The Promoter specifically reserves the right to offer and to create charge on the Project A (except the said Apartment) for obtaining development, construction and other finance from credit/financial institution, bank or other person/body that has already or may hereafter advance credit, finance or loans to the Promoter and Allottee(s) has/have given and granted his/her/ their/its specific and unqualified consent and permission to the Promoter for doing the same.

(ii) Compliance

a. The Allottee(s) shall comply with applicable law for the purchase of the said Apartment, from time to time. The Allottee(s) does hereby agree to continue to abide by the provisions of applicable law and shall be solely liable for any breach including any penalties in this regard.

b. If the Allottee(s) is the resident outside India or having Non Resident Indian (NRI) or Oversees Citizen of India (OCI) status, such Allottee(s) confirms that he shall be solely responsible for compliance with the provisions of the Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India (RBI) Act and Rules / Guidelines made / issued thereunder and all other applicable law including that of remittance of payments, acquisition/sale or transfer of immovable property/s in India The Allottee(s) shall also furnish the required declaration the Promoter in the prescribed format, with such permission/approvals/no objections to enable the Promoter to fulfill its obligations under this Agreement. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority / Promoter, or in case of any implications arising out of any default by the Allottee(s), it shall be the sole liability and responsibility of the Allottee(s). The Promoter shall accept no responsibility in this regard and the Allottee(s) shall keep the Promoter fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Allottee(s), subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to promptly intimate the Promoter in writing and shall comply with all the necessary formalities, if any

c. The Allottee(s) declares and confirms that the monies paid/payable by the Allottee(s) under this Agreement towards the said Apartment are not linked, directly or indirectly, to any proceeds of any offence and are not in any contravention of the provisions of the Prevention of Money Laundering Act, 2002 and rules/directions/ orders enacted pursuant to the same, from time to time (collectively "**Anti - Money Laundering Regulations**"). The Allottee(s) authorizes the Promoter to give his/ their personal information to any statutory authority as may be required from time to time. The Allottee(s) further affirms that the information/ details provided herein is/are true and correct in all respects and nothing has been withheld including any material facts within his/her/their/its knowledge. The Allottee(s) further un-equivocally agrees and confirms that in case the Promoter becomes aware and/or in case the Promoter is notified by the statutory authorities of any instance of violation of Anti-Money Laundering Regulations, then the Promoter shall at its sole discretion be entitled to cancel/terminate this Agreement. Upon such

termination the Allottee(s) shall not have any right, title or interest in the said Apartment neither have any claim/demand against the Promoter. In the event of such cancellation/termination, the monies paid by the Allottee(s) shall be refunded by the Promoter to the Allottee(s) subject to the forfeiture clause and in accordance with the terms of the Agreement only after the Allottee(s) furnishing to the Promoter a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee(s) or the Promoter shall pay such amounts, if any, to the statutory authority in accordance with its directions/order.

(iii) Amenities

a. The Promoter proposes to develop amenities as specified in **Annexure K** for the allottee(s) and occupants of the said Larger Property, including the Project A.

b. The right to use the Amenities shall be personal to the Allottee(s) of the Apartment and shall not be transferable in any manner to any third person or party whatsoever. In the event that the Apartment is sold/transferred by the Allottee(s), then in such event the Allottee(s) shall be deemed to have transferred the right to utilize the Amenities as well to the prospective purchaser/transferee of the Apartment. In the event the Allottee (s) has given the Apartment on the rent/lease/leave and license to any person, then such tenant/lessee/licensee shall be entitled to use the amenities to the exclusion of the Allottee.

c. The Promoter does not warrant or guarantee for use, the performance or services otherwise provided by the operator of the Amenities, if applicable.

(iv) MySeries

a. The Allottee(s) is aware that the Promoter shall be constructing certain amenities in the multipurpose rooms on the 13th floor of Tower no. 1 to 5, and such other similar rooms in other towers in the residential building in the Larger Property , whereby the final amenities constructed shall be based on popularity (vide a poll taken from the customers), economic viability and approvals from the competent authorities.("**MySeries Amenities**"). The Allottee is further aware that such MySeries Amenities multipurpose rooms are not a common area and shall be retained by the Promoter and will be used / leased / sold by the Promoter as it deems fit.

b. The Allottee(s) is aware that the Allottee(s) and other purchasers of apartments in the Larger Property shall be entitled to use Myseries Amenities, on pay per use basis/rental basis. The rental/usage amounts shall be payable by the Allottee(s) to the Promoter or its assigns and shall be over and above the CAM Charges/other charges payable in respect of the Apartment.

c. The Allottee(s) is aware that the MySeries Amenities are not part of the common areas of the Phase I Project and the Promoter shall have the right, title and interest in the MySeries Amenities and the rental/usage amounts

and shall be entitled to deal with and/ or transfer the same in the manner that it deems fit and the Allottee(s) shall not make any claims in this regard.

(v) Un-sold and un-allotted units and areas

a. It is agreed and understood between the Promoter and the Allottee(s) that after the formation of the Organisation, the Promoter shall be absolutely entitled to hold the unsold apartments, premises, units, un-earmarked areas etc. in the said Project A.

b. All unsold and/or un-allotted apartments, areas and spaces in the Project A and Land, including without limitation, parking spaces and other spaces, as applicable, shall always belong to and remain the property of the Promoter at all times and the Promoter shall continue to remain in overall possession of such unsold and/or un-allotted units and shall be entitled to enter upon the Land to enable it to complete any unfinished construction work and/or sell such unsold apartments, as the Promoter may deem fit.

c. Even after the Promoter develops the said Project A and the Larger Property, the Promoter shall continue to have a right to hold, let, sub-let, dispose of and/or otherwise deal with in any manner whatsoever the remaining unsold / unallotted apartments / premises in such manner as they think fit and the sale proceeds thereof shall belong absolutely to the Promoter and the purchaser/s and allottee(s) of such unsold / unallotted flats / premises shall be admitted as a member of the Organisation. Such purchaser/s and allottee(s) (including the Promoter) of such unsold / unallotted flats / premises in case of such purchase, shall not be required to pay any transfer fees, charges, premium and/or donation and/or compensation and/or cost in any form whatsoever to the proposed Organisation or any other entity save and except the membership fee, share money and entrance fee per member for such remaining unsold flats/ premises.

d. The Promoter shall not be liable to pay or contribute any amount on account of non-occupancy charges or for any other charges or fund provided for under the bye-laws, rules and regulations or resolutions of the Organisation or Apex Organisation or Apex Organisations.

(vi) Defect Liability

a. If the Apartment is sold prior to the date of the Occupation Certificate, then within a period of 5 (five) years from the date of offer of possession of the said Apartment to the Allottee ("**Defect Liability Period**"), if the Allottee brings to the notice of the Promoter any structural defect in the said Apartment or the said building in which the Apartment is situated or any structural defects, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter compensation for such defect in the manner as provided under the Act. Provided however in cases where the apartment/s are sold after obtaining the Occupation Certificate, the Defect Liability Period and warranties of the

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equipments/products in the said Apartment shall be 5 (five) years from after the date of the Occupation Certificate.

b. In the event the Allottee(s) fails to take possession of the said Apartment within such date as mentioned in the Offer of Possession letter, then the Apartment shall lie at the risk and cost of the Allottee(s). The maintenance charges and the Defect Liability Period shall commence from the CAM Commencement Date. In addition to payment of interest for delayed payments, the Allottee(s) shall be liable to pay Holding Charges as specified in **Annexure F** from expiry of CAM Commencement Date till the Allottee(s) takes actual possession of the said Apartment. The Allottee(s) agrees and acknowledges that the Promoter's obligation of delivering possession of the said Apartment shall come to an end and the Promoter shall not be responsible and/or liable for any obligation towards the Allottee(s) for the possession of the said Apartment. Under such circumstances it shall be deemed that the Allottee(s) has taken possession of the said Apartment. During the period of the said delay by the Allottee(s), the said Apartment shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee(s) in relation to its deterioration in physical condition.

c. The Promoter shall not be liable to the Allottee(s) for the Apartment and Project A in the following events:

(I) Structural defects caused or attributable to the Allottee(s) including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy loads or using the premises other than for its intended purpose

(II) Structural defects caused by accidental breaking of fire or any kind of explosion of gas cylinder etc.

(III) Structural defects induced anyhow by failure of waterproofing system(s) of the premises or the building.

(IV) Structural defects induced by Force Majeure situations, such as war, flood, act of God, explosions of any kind by terrorist etc.

(V) The Apartment has undergone civil renovations.

(VI) Willful default and/or negligence of the Allottee(s),

(vii) Right of way

a. The Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the said Land and any common rights of ways with the authority to grant such rights to the Allottee(s) and/or users and owners of apartments being constructed on the Land (present and future) at all times and the right of access to the Land for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Land and also to

lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Land and the said Larger Property, if necessary to connect the drains, pipes, cables etc. under, over or along the Land appurtenant to each and every building to be constructed on the Land (including the Building) without in any way obstructing or causing nuisance to the ingress and egress of the Allottee(s) /other occupants of apartments in buildings constructed on the Land.

(viii) Show unit / Sample unit/ Mock-up apartment/Virtual or printed renders of apartments

The Allottee(s) agrees that the following provisions shall be applicable to (i) show units/sample units/mock up apartments as and when made (ii) virtual or printed renders of apartments, from time to time

a. The Allottee(s) agree/s and understand/s that all the materials and fittings which are exhibited in the Show apartment / Sample apartment/ Mock up apartment and/or virtual or printed renders of apartments may vary as to its make, colour, shade, shape and appearance from the ones provided in the Apartment agreed to be constructed.

b. The Allottee(s) agree/s and understand/s that the interiors, furniture, kitchenette and fixtures in the Show apartment / Sample apartment/ Mock up apartment and/or virtual or printed renders of apartments are provided only to give a vision of a furnished apartment as per the advice of the interior designer.

c. The Allottee(s) also agree/s and understand/s that the dimensions and the area of the said Apartment, which is agreed to be constructed, shall vary from this Show apartment / Sample apartment / Mock up apartment and/or virtual or printed renders of apartments based on the floor, block and location of the Apartment.

12. ASSIGNMENT

The Promoter may at any time assign or transfer (by way of lease, mortgage, sale or otherwise), in whole or in part, its rights and obligations in respect of the Project A in accordance with the applicable laws. On such transfer, the assignee or transferee of the Promoter shall be bound by the terms and conditions herein contained.

13. BINDING EFFECT

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30

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(thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and Booking Amount shall be returned to the Allottee(s) without any interest or compensation whatsoever, subject to the forfeiture clause as stated herein.

14. ENTIRE AGREEMENT

This Agreement contains the whole agreement between the Parties in respect of the subject matter and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by all the Parties. This Agreement constitutes the entire understanding / agreement between the Parties and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Agreement. The Allottee(s) hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Promoter and/or its agents to the Allottee(s) and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement or to have induced the Allottee(s) in any manner to enter into this Agreement. This Agreement supersedes all previous arrangement, agreement, exchange of documents including marketing materials brochures etc.

15. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

16. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Promoter and the Allottee(s) hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project A shall equally be applicable to and enforceable against any subsequent Allottee(s) of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes. The Allottee(s) undertakes that it shall not divide/ sub-divide the said Apartment in parts without the prior consent of Promoter, except partitions, additions, and alterations as provided in the Agreement.

17. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act and rules and regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act and Rules and Regulations made thereunder or as per applicable law, as the case may be, and the remaining

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provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

18. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee(s) has/have to make any payment, in common with other Allottee(s) in the Project A, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the apartments in the Project A.

19. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

20. WAIVER

(a) Waiver by either party of any default of the other party in the performance of any provision of this Agreement:

(i) shall not operate or be construed as a waiver of any other default or further default; and

(ii) shall not be effective unless it is in writing and executed by a duly authorized representative of the Party.

(b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by any party to the other party shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

21. PLACE OF EXECUTION

a. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee and after the Agreement is duly executed by the Allottee and the Promoter and simultaneously with the execution, the said Agreement shall be registered at the concerned office of the Sub-Registrar.

b. The Allottee / Association of Allottees / Apex Body, and/or Promoter shall present this Agreement as well as the conveyance, as the case may be, at

the proper registration office within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

22. NOTICES

a. That all letters, notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by courier or Registered Post A.D. or notified Email ID at their respective addresses specified above.

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

23. JOINT ALLOTTEES

That in case there are joint allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by them which shall for all intents and purposes be considered as properly served on all the Allottees.

24. STAMP DUTY AND REGISTRATION CHARGES

The charges towards stamp duty and registration of this Agreement shall be borne and paid by the Allottee.

25. DISPUTE RESOLUTION

Any dispute or differences between Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, the same shall be referred to the RERA Authority as per the provisions of the Act, Rules and Regulations thereunder.

26. GOVERNING LAW

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in the State of Maharashtra and the courts in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

IN WITNESS WHEREOF Parties hereinabove named have set their respective hands and signed this Agreement for Sale on the date and at the place hereinabove mentioned in the presence of attesting witness, signing as such on the day first above written.

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FIRST SCHEDULE

(Description of the Land)

All that pieces and parcels of lands being portions of lands bearing Survey No. S.No.1 Hissa No.4, S.No.1 Hissa No.6, S.No.1 Hissa No.7, S.No.1 Hissa No.8(pt), S.No.1 Hissa No.14, S.No.1 Hissa No.15, S.No.1 Hissa No.16, S.No.1 Hissa No.17, S.No.1 Hissa No.18, S.No.1 Hissa No.19, S.No.54 Hissa No.6, S.No.54 Hissa No.7, S.No.54 Hissa No.8, S.No.54 Hissa No.10 and S.No.54 Hissa No.18, S. No. 76 Hissa No. 1, S. No. 76 Hissa No. 2, S. No. 77 Hissa No. 4, S. No. 77 Hissa No. 5, S. No. 77 Hissa No. 6, admeasuring in aggregate 12717.31 sq. mtrs or thereabouts situated at situated at Village Ranjnoli, Taluka Bhiwandi, District Thane, Maharashtra, Maharashtra State and bounded as follows :

On or towards the East : S.no. 1/15, S.No. 1/18
On or towards the West : S.No. 54/7, S.No. 1/7(pt)
On or towards the North : S.No.54/10(pt), S.No. 1/8B (pt)
On or towards the South : 30 mtr. wide Bhiwandi Kalyan DP Road, S.No. 1 H.No.16(pt)

SECOND SCHEDULE

(Details of the joint Survey Numbers and Hissa Numbers for Project A)

Sr. No.	Survey No.	Hissa No.	Project A	Project B
1	1	4	A	
2	1	6	A	B
3	1	7	A	B
4	1	8 (pt)	A	B
5	1	14	A	B
6	1	15	A	B
7	1	16	A	B
8	1	17	A	B
9	1	18	A	
10	1	19	A	B
11	54	6	A	
12	54	7	A	
13	54	8(pt)	A	B
14	54	10	A	B
15	54	18	A	B
16	76	1	A	
17	76	2	A	
18	77	4	A	
19	77	5	A	B
20	77	6	A	

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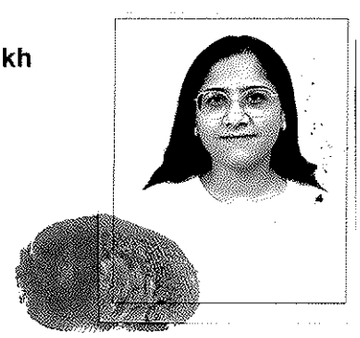
SIGNED AND DELIVERED BY THE WITHIN NAMED
Allottee: (including joint Allottees)

(1) Ms. Mehfooza Mohd Mogni Shaikh

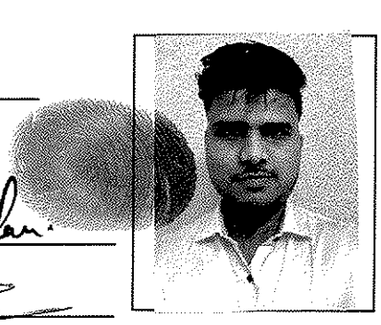


At Bhiwandi on 23/07/2024
in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED
"**Promoter**"

MAHINDRA HAPPINEST DEVELOPERS LIMITED
Through its Authorized Signatory

DANISH KHAN



WITNESSES:

1. Name Gajanan K. Kadam
   Signature
2. Name Ajinkya D. Ankewar
   Signature

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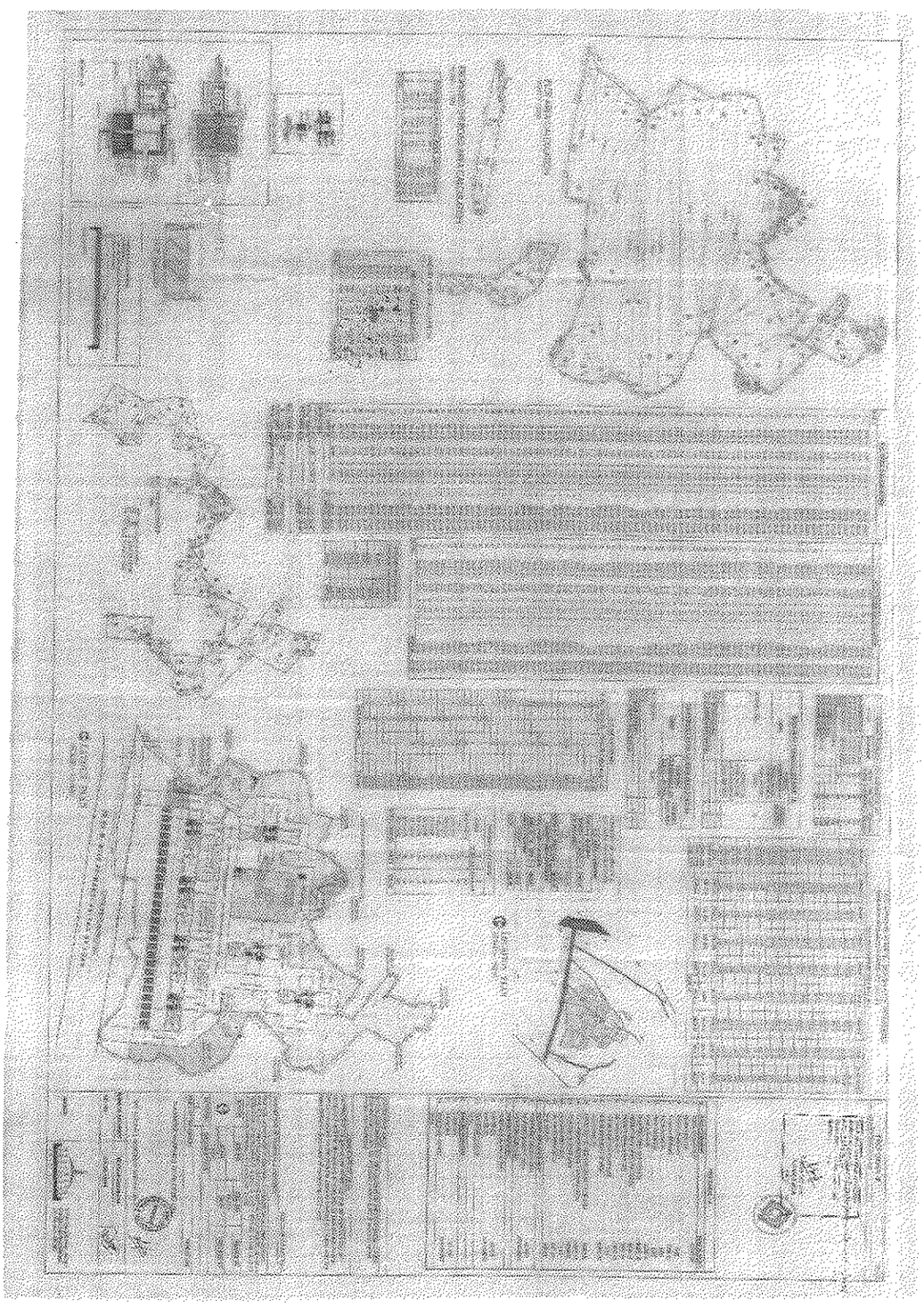
ANNEXURE A
Layout Plan



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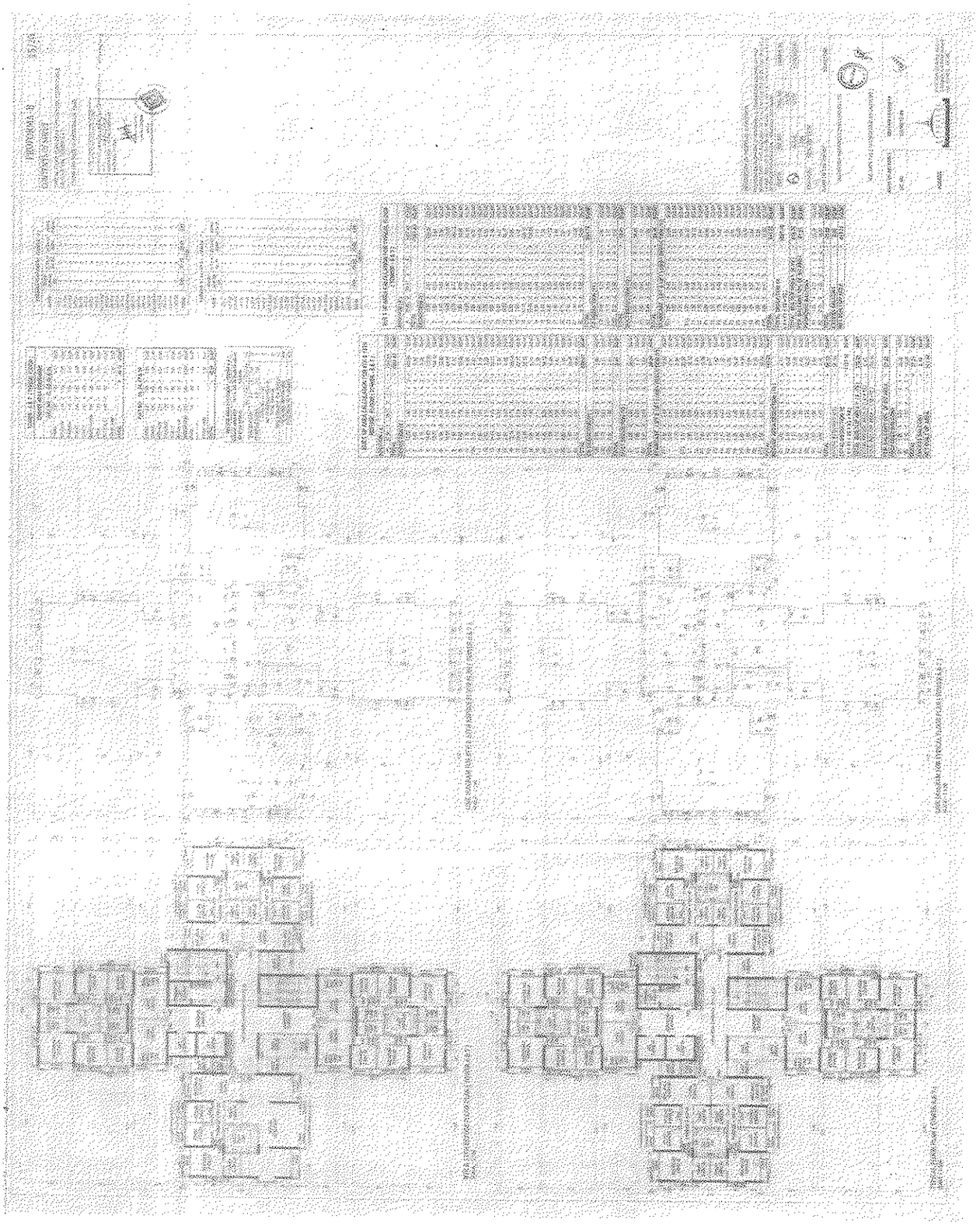

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ANNEXURE B

List of Permissions and Approvals for the Apartment

Sr. No.	List of approvals	Details
1.	Tower sanction Plans	SRO/BSNA/2501/BP/Amended/Ranjnoli-05/2896/2019 dt. 24th November 2019
2.	Commencement Certificate from MMRDA	SRO/BSNA/2501/BP/Amended/Ranjnoli-05/2896/2019 dated. 29th November 2019
3.	Occupation Certificate from MMRDA	SROT/BSNA/2501/BP/Rajnoli-05/Vol-11/OC/1132/2023 dated 17th August 2023
4.	Environmental Clearance from MOEF EC	SEIAA-EC-0000000533 dated 27th November 2018
5.	Details and sanction for supply of civic and infrastructure facilities#	
	a) Electricity and power	Torrent Power – TPL/GMD/87/2018 dated 28th September 2018
	b) Municipal water	Stem No/STEM/TB/1620 dated 5th August 2014.
5	RERA Registration Number and all RERA details	• MAHARERA registration no.: Project "A" - P51700022981 dated - Project Completion date – 30th December 2024 https://maharera.mahaonline.gov.in/

#The Promoter has clarified to the Allottee(s) that the Project A may not have the necessary civic and infrastructure facilities in place as on the date of booking or at handing over of possession of the said Apartment, as the same is to be provided by the concerned government or local authority or body. The Allottee(s) agrees that since this is beyond the control and scope of the Promoter, they shall not to hold the Promoter responsible for the delay/ non-provision of civic and infrastructure facilities by any authority.

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ANNEXURE C

COPY OF COMMENCEMENT CERTIFICATE

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MMRDA

No. SROT/BSNA/2501/BP/Amended/Ranjnoli-05/ 2896 /2019. Date: 29 NOV 2019

LETTER OF CHANGE OF OWNERSHIP

Read:
1. Commencement Certificate upto Plinth Level No.SROT/BSNA/2501/BP/Ranjnoli-05/560/2013 dt. 12.07.2013
2. In-Principle Layout Approval No.SROT/BSNA/2501/BP/Ranjnoli-05/828/2017 dt. 05.07.2017
3. Commencement Certificate No.SROT/BSNA/2501/BP/Ranjnoli-05/829/2017 dt. 05.07.2017
4. Amended In-Principle Layout Approval No. SROT/BSNA/2501/BP/Amended/Ranjnoli-05/1923/2018 dt. 14.09.2018
5. Amended Commencement Certificate No. SROT/BSNA/2501/BP/Amended/Ranjnoli-05/1924/2018 dt. 14.09.2018
6. Amended Commencement Certificate No. SROT/BSNA/2501/BP/Amended/Ranjnoli-05/2568/2018 dt. 21.12.2018
7. Commencement Certificate above Plinth for Club House SROT/BSNA/2501/BP/Amended/Ranjnoli-05/6453/2019 dt. 09.04.2019
8. Amended Commencement Certificate No. SROT/BSNA/2501/BP/Amended/Ranjnoli-05/1440 /2019 dt. 22.07.2019
9. Amended Commencement Certificate No. SROT/BSNA/2501/BP/Amended/Ranjnoli-05/1772 /2018 dt. 24.09.2019

With regards to the approvals granted by MMRDA as mentioned above for the proposed development of Residential & Commercial Buildings on land bearing S.No. 1, H.No.4, 5, 6, 7, 8B, 10, 12, 14, 15, 16, 17, 18, 19, 21, 22, 23, S.No. 54, H.No 6, 7, 8, 9/1, 9/2, 10, 13, 15A, 15B, 16, 17, 18, S.No 76, H.No 1, 2, S.No 77, H.No 4, 5, 6, 7, & 9 of Vill. Ranjanoli, Tal – Bhiwandi, Dist– Thane, it is hereby stated that due to the change in ownership, the name of applicant in the above mentioned Letters of Layout Approvals and Commencement Certificates mentioned as "Shri. Raju K. Khetwani & Shri. Naresh S. Khetwani, For M/s. Swastik Real Estate Developers" shall be read as **"M/s Mahindra Happinest Developers Ltd."**.

Planner, MMRDA

To:

1. **M/s Mahindra Happinest Developers Ltd.,**
   Mahindra Towers, 5th Floor,
   Dr. G. M. Bhosale Marg,
   Worli, Mumbai-400018.
2. **Mrs. Devyani Khadilkar, Architect**
   for M/s Spaceage Consultants
   B-106, Natraj Building,
   Mulund Link Road, Mulund (W),
   Mumbai-400080.
3. **The Collector,**
   Collector Office, Thane.

मुंबई महानगर प्रदेश विकास प्राधिकरण
उप प्रादेशिक कार्यालय : बहुउद्देशिय हॉल, २रा मजला, ओसवाल पार्क जवळ, पोखरण रोड नं. २, माजिवडा, ठाणे (प.) - ४०० ६०१.

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MMRDA

No SROT/BSNA/2501/BP/Amended/Ranjnoli-05/ 1772 /2019 Date: 24 SEP 2019

AMENDED COMMENCEMENT CERTIFICATE

Permission is hereby granted, under Section 45 of the Maharashtra Regional & Town Planning Act, 1966 (Maharashtra Act No. XXXVII of 1966) to **Shri. Raju K. Khetwani & Shri. Naresh S. Khetwani,** For M/s. Swastik Real Estate Developers, 504-B, Dev Corpora, Opp. Cadbury Junction, Off. Eastern Express Highway, Thane (west) – 400602. for the **Amended Multi-Level Car Parking Building (Basement (For Services only) + Ground + 9 upper floors) up to plinth level only** on land bearing **S. No. 1, H. No. 4, 5, 6, 7, 8Pt, 10, 12, 14, 15, 16, 17, 18, 19, 21, 22, 23, S.No. 54, H. No 6, 7, 8, 9Pt, 9Pt, 10, 13, 15A, 15B, 16, 17, 18, S. No 76, H. No 1, 2, S. No 77, H. No 4, 5, 6, 7, & 9 , of Vill. Ranjanoli, Tal – Bhiwandi, Dist - Thane** on gross plot admeasuring 37970.00 sq.m with net plot area admeasuring 36801.26 sq.m, total permissible built up area of 57041.95 sq.m (FSI – 1.55) and total proposed built up area of 54994.51 sq.m (FSI – 1.49) as depicted on Drawing Sheets (Total 3 Nos. of Sheet) on the following conditions:

Viz:

1. This permission / Commencement Certificate shall not entitle the applicant to build on the land which is not in his ownership in any way.
2. This certificate is liable to be revoked by the Metropolitan Commissioner, MMRDA if-
   I. The development works in respect of which permission is granted under this certificate is not carried out or the user thereof is not in accordance with the sanctioned plans.
   II. Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Metropolitan Commissioner is contravened or is not complied with.
   III. The Metropolitan Commissioner, MMRDA is satisfied that the same is obtained through fraud or misinterpretation and in such an event, the applicant and every person deriving title through or under him shall be deemed to have carried out the developmental work in contravention of section 43 and 45 of the Maharashtra Regional & Town Planning Act, 1966.
3. This Commencement Certificates is valid for a period of one year from the date hereof and will have to be renewed thereafter
4. This Commencement Certificate is renewable every year but such extended period shall in no case exceed three years, after which it shall lapse provided further that such lapse shall not bar

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any subsequent application for fresh permission under section 44 of Maharashtra Regional & Town Planning Act, 1966

6. Conditions of this certificate shall be binding not only on applicant but his/her heirs, successors, executors, administrators and assignees & every person deriving title through or under him

8. The provisions in the proposal which are not conforming to applicable Development Control Regulation and other acts are deemed to be not approved

7. The proposal shall be got certified to be earthquake resistant from any licensed structural engineer and certificate shall be submitted to MMRDA before Occupancy Certificate

8. Any development carried out in contravention of or in advance of the Commencement Certificate is liable to be treated as unauthorized and may be proceeded against under sections 53 or, as the case may be, section 54 of the M.R.&T.P. Act, 1966. The applicant and/or his agents in such cases may be proceeded against under section 52 of the said Act, to carry out an unauthorized development is treated as a cognizable offence and is punishable with imprisonment/fine.

9. The applicant shall obtain permissions under the provisions of other applicable statutes, wherever necessary, prior to Commencement of the construction

10. All the existing structures on site are to be demolished prior to Commencement of any work on site.

11. Construction beyond plinth level should not be commenced without obtaining Commencement Certificate above plinth level from MMRDA.

12. The applicant shall be solely responsible for compliance of all the conditions mentioned in all the NOCs/ Clearances such as EIA clearance, CRZ, etc.

13. The applicant shall develop RG areas and shall plant the required number of trees in the RG area as per the sanctioned provision of DCR for Towards Surrounding Notified Area (TSNA) before applying for Occupancy Certificate

14. The applicant shall submit notice for 'Start of work' before commencement of construction in accordance to regulation 4(1) of MCDM DCR.

15. The applicant shall ensure that the detection systems are strictly adhering to the IS which is mentioned in Maharashtra Fire Service Offices Circular No. MFS/10/2012/2088 dated 19/7/2012.

16. The applicant shall install the Rain Water Harvesting System as per BMC's notification No. TPB/43200/0213/MCD-130/07/CS-11 Dt. 10/12/2015.

17. The applicant shall pay the 'Bldg. and Other Construction Labor Welfare Cess' to the competent Authority and submit a copy of receipt to this office.

18. All the existing structures on site are to demolished prior to commencement of any work on site.

19. The applicant shall obtain all the necessary final NOCs/Completion Certificates/ clearances relating to water supply, sewerage, SWD, CFO etc. and submit the same to MMRDA before applying for Occupancy Certificate for the bldg.s on the land under reference.

20. As soon as the development permission for the new construction is obtained, the owner/developer shall install a 'Display Board' on a conspicuous place on site indicating following details:

   i. Name and address of the owner/developer, architect and contractor;
   ii. Survey No./ City Survey No./ Ward No. of the land under reference, with description of its boundaries;
   iii. Order No. and date of grant of development permission issued by MMRDA;
   iv. F.S.I permitted;
   v. Address where the copies of detailed approved plans shall be available for inspection.

21. A notice in the form of advertisement giving all the details mentioned in 20 above shall also be published in two widely circulated newspapers one of which should be in Marathi language;

22. The conditions of this certificate shall be binding not only on the applicant but also his/ her heirs, successors, executors, administrators and assignees and every person deriving title through or under him;

23. The provisions in the proposals which are not conforming to applicable Development Control Regulations and other Acts are deemed to be not approved;

24. The applicant will not take up any development activity on the aforesaid property till the court matter pending, if any, in any court of law, relating to this property is settled;

25. Actual on site demarcation of the plot under reference is to be done through TLR by the owner prior to commencement of the construction on site;

26. This approval has been issued by considering the present available access to the plot as depicted on the Bldg. plans submitted to MMRDA by Applicant/Architect for approval. The responsibility of peaceful, uninterrupted, continuous access and any further dispute with regards to the access road to the plot under reference vests with the Applicant and his licensed Architect;

27. The applicant shall permit the use of the internal access roads to provide access to an adjoining land;

28. No new Bldg. or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until Occupancy Certificate has been granted by MMRDA.

29. The Security Deposit shall be forfeited in case of non compliance/breach of any conditions of Regulations/Commencement Certificate or any other directions issued by MMRDA. The Security Deposit would be refunded without any interest only after satisfactory compliance to the various conditions stipulated in the development permission are made by the applicant;

30. The responsibility of authenticity of documents vests with the Applicant and his Licensed Architect. All the documents submitted/produced to MMRDA shall be considered to be authentic on the basis of the undertakings given by the Licensed Architect / Applicant / Developer;

31. MMRDA shall not be responsible for any dispute regarding ownership of any land portion and it shall be sole responsibility of Applicant and his successors only. The applicant shall mean the Architect/land owner/POA holder etc and their successors who have approached MMRDA for the approval. MMRDA shall stand indemnified from any disputes and notarized undertaking shall be submitted by applicant within a week from the date of the Commencement Certificate;

32. Neither the granting of this permission nor the approval of the drawings and specifications, nor the inspection, made by the officials during the development shall in any way relieve Owner/Architect/Structural Engineer/Developer of such Development from full responsibility for carrying out the work in accordance with the requirements of all applicable Acts/Rules/Regulations. That the conditions laid in this Commencement Certificate shall be Binding not only on the applicant but also his/her heirs, successors, executors, administrators and assignees and every person deriving through or under him;

33. The applicant shall get the entire land within the proposed project surveyed and get the internal roads and development plans roads, amenity areas, development plan reservations etc demarcated from the TLR and accordingly submit a consolidated TLR map and get the same verified with approved plans, from the Lands & Estate Cell of MMRDA, prior to requesting for issuance of CC beyond plinth;

34. In case any discrepancies are observed in the approved plans vis-a-vis the consolidated map issued by TLR which will affect the layout, Bldg.s etc w.r.t to the requirements of DCRs or any conditions in the NOC's that are not submitted prior to this approval but are required to be or was be submitted subsequently (such as Railway, Highway, Electric Authorities for HT lines etc), the applicant will have to accordingly amend the lay-out, locations of Bldg.s etc and obtain fresh Commencement Certificate for the same from MMRDA and only then proceed with construction accordingly;

35. The permissible built-up area will be restricted any time in future on the basis of the minimum of land areas considering the inherent internal lines of boundaries of the layout, consolidated TLR maps by survey at external boundaries for the proposed project, actual area in possession as per survey by TLR and the land area as per ownership documents;

36. Applicant shall submit Storm water drainage and Sewerage NOC's prior to requesting for CC beyond plinth;

37. Sub-Station shall be constructed for supply of Electricity to the proposed project as per the Electricity Company's requirements prior to issuance of Occupancy Certificate;

38. All the amenities, utilities, facilities and the road network shall be fully developed by the developer at his own cost. The amenities shall be in concurrence with the provisions of sanctioned DCR of TSNA.

39. Amenities, Play grounds, Garden, Public Offices and staff quarters, Market, Parking lot reservations shall be handed over to the concerned authorities after development of Bldg. if required as specified by MMRDA along with the appurtenant land and shall be conveyed to respective Authorities;

40. Occupancy Certificate will be granted only after satisfactory completion of all amenities and road network;

41. Regarding any disputes, MMRDA shall stand indemnified. MMRDA reserves the right to modify or withdraw this approval in larger public interest;

42. Applicant shall carry out the construction of all amenities parallel to construction of other Bldg.s in the layout by obtaining CC from MMRDA;

43. All the conditions of Fire NOC, Dt. 23.08.2012 issued by the Director, Maharashtra Fire Services are binding on the applicant.

44. The FSI under permissible utilization of TDR shall be claimed only after generation of the TDR and submitting TDR Certificate to the Competent Authority and completing the due procedure in respect of the same. Also, Premium FSI will be considered only after the payment of admissible Premium to the Authority. However, layout approved with full potential of FSI does not guarantee automatic entitlement to the additional FSI by way of TDR and/or any other method;

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45. The applicant shall pay all the taxes to the revenue department required as per Maharashtra Ordinance No. II of 2017 dt. 05.01.2017 (Amendment to Maharashtra Land Revenue Code, 1966) and Collector, Thane's letter dt. 16.03.2017;

46. All the condition of Environmental Clearance dt. 25.10.2018 are binding on the applicant;

47. That Registered undertaking cum Indemnity Bond shall be submitted for abiding above conditions by applicant.

Planner
Planning Division, MMRDA

Copy with set of approved drawings bearing nos. 01/03 to 03/03.

1. **Shri. Raju K. Khetwani & Shri. Naresh S. Khetwani,**
   For M/s. Swastik Real Estate Developers,
   504-B, Dev Corpora, Opp. Cadbury Junction.
   Off. Eastern Express Highway,
   Thane (west) – 400602.

2. **Mrs. Devyani Khadilkar, Architect**
   for M/s Spaceage Consultants
   B-106, Natraj Bldg.,
   Mulund Link Road, Mulund (W),
   Mumbai-400080.

3. **Copy forwarded to:**
   The Collector,
   Collector Office, Thane.
   as required u/s 45 of MR & TP Act, 1966.

The Seal of The Joint Sub Registrar Dist. Thane

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ANNEXURE D

ENCUMBRANCES

The Land is free from all encumbrances except the First Pari Passu Charge in favour of HDFC Bank Limited in consideration for the working capital facility on the present and future current assets including receivables of Happinest Kalyan project.

The Seal of The Joint Sub Registrar Class-II

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ANNEXURE E

TITLE CERTIFICATE

Memo

DSK Legal

To	Mahindra Happiness Developers Limited
From	DSK Legal
Date	November 4, 2019
Subject	Memo on title in respect of the properties situate at Village Ranjnoli, Taluka Bhiwandi, District Thane

Upon your instructions, we have investigated the title of the properties more particulars described in this Memo, based on the documents provided to us and have to state as follows:

For the purposes of this Memo:

A We have caused searches in respect of the Property 1 and Property 2 (both are defined hereinafter) and have relied upon the Search Reports dated December 14, 2017, April 28, 2019, September 17, 2019 and September 19, 2019 issued by Mr. Sameer Sawant, Title Investigator. The Search Reports do not reveal any adverse entries.

B We have issued Public Notices dated March 22, 2018 in The Free Press Journal (English) and Loksatta and Mahanagari Times (Marathi); dated March 23, 2018 in Janmat (Marathi) and dated May 26, 2018 in The Free Press Journal (English) and Loksatta, Mahanagari Times and Janmat (Marathi), for inviting objections / claims in respect of the title of the erstwhile owners to the Property 1 and Property 2 (both are defined hereinafter). Pursuant to the publication of the aforesaid notices, we have not received any objections/claims. We have not found any public notice thereafter.

Based on the aforesaid, we have to report as under:

- By and under the following documents M/s. Swastik Real Estate Developers became entitled to various properties situate at Village Ranjnoli, Taluka Bhiwandi, District Thane ("**Property 1**"). Accordingly, the name of M/s. Swastik Real Estate Developers was recorded in the revenue records with respect to Property 1:

  1. Sale Deed dated December 30, 2010 and registered under Serial No. 9047 of 2010;
  2. Sale Deed dated March 31, 2016 and registered under Serial No. 2120 of 2016; and
  3. Sale Deed dated August 9, 2018 and registered under Serial No. 5220 of 2018.

- By and under Sale Deed dated December 30, 2010 and registered under Serial No. 9047 of 2010, Naresh Khetwani became entitled to various properties situate at Village Ranjnoli, Taluka Bhiwandi, District Thane ("**Property 2**"). Accordingly, the name of Naresh Khetwani was recorded in the revenue records with respect to the Property 2.

- Thereafter, by and under the Agreement for Sale dated July 9, 2018 and registered under Serial No. 5216 of 2018, M/s. Swastik Real Estate Developers and Naresh Khetwani agreed to sell, transfer, convey and assign their respective rights in Property 1 and Property 2 in favour of Mahindra Happiness Developers Limited.

- Pursuant to the aforesaid Agreement for Sale dated July 9, 2018, by and under a Power of Attorney dated July 9, 2018 and registered under Serial No. 5217 of 2018, M/s. Swastik Real Estate Developers and Naresh Khetwani granted various powers in respect of Property 1 and Property 2 in favour of Mahindra Happiness Developers Limited.

- By and under a Supplemental Agreement dated October 17, 2019 and registered under Serial No. 4933 of 2019, (i) M/s. Swastik Real Estate Developers represented through its partners, (ii) Mr. Naresh Sudama Khetwani and (iii) Mahindra Happiness Developers Limited modified certain terms of the Agreement for Sale dated July 9, 2018 registered under Serial No. 5216 of 2018, on the terms and conditions contained in the said Supplemental Agreement dated October 17, 2019 and *inter alia* agreed to convey their respective rights in an area admeasuring in aggregate 36,635.67 out of the Property 1 and Property 2 and more particularly described in **Annexure "A"** hereto, subject to the terms mentioned therein, in favour of Mahindra Happiness Developers Limited.

- Thereafter, by and under a Conveyance Deed dated November 4, 2019 and registered under Serial No. 5174 of 2019, M/s. Swastik Real Estate Developers represented through its partners and Mr. Naresh Sudama Khetwani said, transferred, conveyed and assigned various properties described in **Annexure "A"** hereto in favour of Mahindra Happiness Developers Limited, on the terms and conditions contained therein.

Opinion

Subject to what is stated hereinabove, in our opinion, Mahindra Happiness Developers Limited has a clear and marketable title to the properties described in **Annexure "A"** hereto.

Our Report is based on the provisions of applicable law, prevailing at the present time and the facts of the matter, as we understand them to be. Our understanding is based upon and limited to the information provided to us. Any variance of facts or of law may cause a corresponding change in our Report.

To	Mahindra Happiness Developers Limited
Date	November 4, 2019
Subject	Memo on title in respect of the properties situate at Village Ranjnoli, Taluka Bhiwandi, District Thane
Page	2 of 5

This Report is being issued only and solely for the specific purpose of compliance as pre-requisite of the Real Estate (Regulation and Development) Act, 2016. We would be pleased to discuss the contents of this Report and provide you with any additional information/clarifications that you may require. In case you have any specific queries relating to this Report, please do not hesitate to contact us.

DSK Legal

To	Mahindra Happiness Developers Limited
Date	November 4, 2019
Subject	Memo on title in respect of the properties situate at Village Ranjnoli, Taluka Bhiwandi, District Thane
Page	3 of 5

Annexure "A"

All that pieces and parcels of lands situate at Village Ranjnoli, Taluka Bhiwandi, District Thane and within the limits of Registration Sub District of Sub Registrar of Assurances, Bhiwandi, Thane and bearing the following Survey Nos.:

Sr. No.	Survey No./ Hissa No.	Area (in Ares)	Area (in sq. mtrs.)
1.	S. No. 1 Hissa No. 4	28.00	2,800.00
2.	S. No. 1 Hissa No. 5	1.00	100.00
3.	S. No. 1 Hissa No. 6	6.00	600.00
4.	S. No. 1 Hissa No. 7	19.00	1,900.00
5.	S. No. 1 Hissa No. 12	12.00	1,200.00
6.	S. No. 1 Hissa No. 14	27.00	2,700.00
7.	S. No. 1 Hissa No. 15	32.00	3,200.00
8.	S. No. 1 Hissa No. 16	7.00	700.00
9.	S. No. 1 Hissa No. 17	6.00	600.00
10.	S. No. 1 Hissa No. 18	11.00	1,100.00
11.	S. No. 1 Hissa No. 21	4.50	450.05
12.	S. No. 1 Hissa No. 22	5.15	515.67
13.	S. No. 1 Hissa No. 23	7.88	788.19
14.	S. No. 54 Hissa No. 6	2.50	250.00
15.	S. No. 54 Hissa No. 7	9.60	960.00
16.	S. No. 54 Hissa No. 8	6.60	660.00
17.	S. No. 54 Hissa No. 10	5.60	560.00
18.	S. No. 54 Hissa No. 13	8.10	810.00
19.	S. No. 54 Hissa No. 15B	10.00	1,000.00
20.	S. No. 54 Hissa No. 16	0.20	20.00
21.	S. No. 54 Hissa No. 17	5.60	560.00
22.	S. No. 54 Hissa No. 18	4.80	480.00
23.	S. No. 76 Hissa No. 1	10.80	1,080.00
24.	S. No. 76 Hissa No. 2	5.00	500.00
25.	S. No. 77 Hissa No. 4	23.32	2,332.81
26.	S. No. 77 Hissa No. 5	19.19	1,919.57
27.	S. No. 77 Hissa No. 6	4.50	450.00
28.	S. No. 77 Hissa No. 7	4.30	430.00
29.	S. No. 77 Hissa No. 9	2.48	248.55
30.	S. No. 1 Hissa No. 8B	26.00	2,600.00
31.	S. No. 1 Hissa No. 10	4.00	400.00
32.	S. No. 1 Hissa No. 19	3.10	310.90
33.	S. No. 54 Hissa No. 9/1	12.90	1,290.00
34.	S. No. 54 Hissa No. 9/2	21.00	2,100.00
35.	S. No. 54 Hissa No. 15A	8.20	820.00

The Seal of The Joint Sub Registrar Class-2, Dist. Thane

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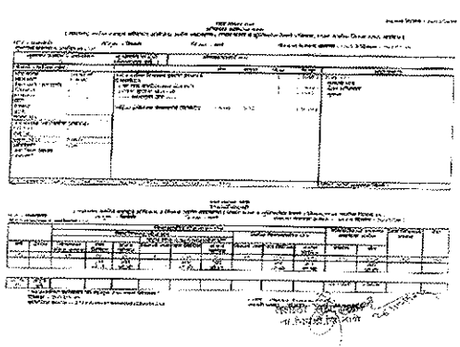
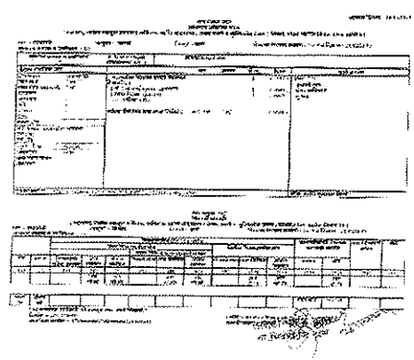
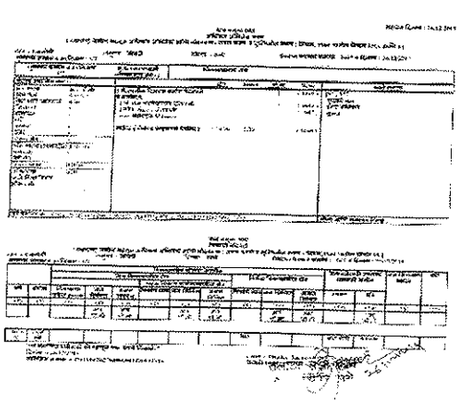
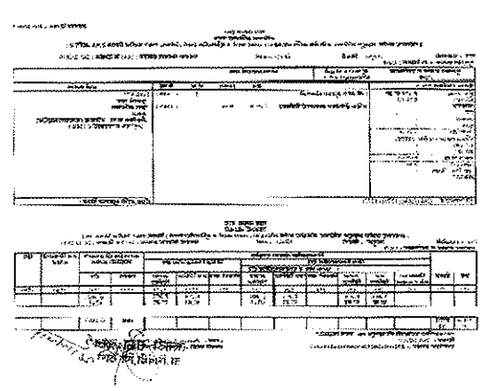
ANNEXURE F

COPIES OF PROPERTY CARDS
EXTRACTS OF VILLAGE FORMS VII AND XII OF THE PROJECT









The Seal of The Joint Sub Registrar Class-II, Shivadi-2, Dist. Thane

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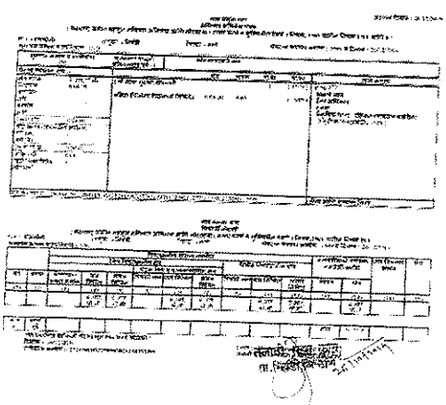

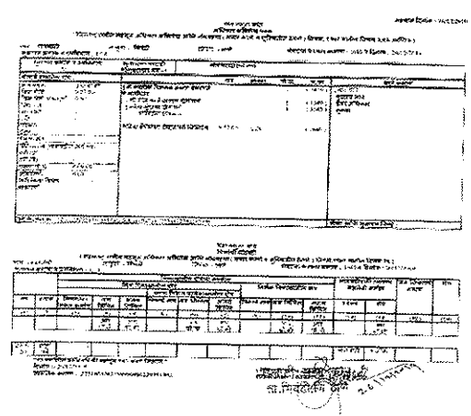

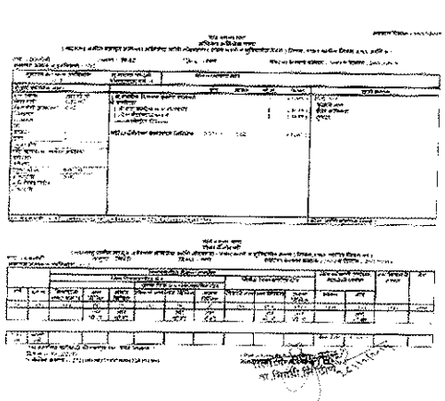

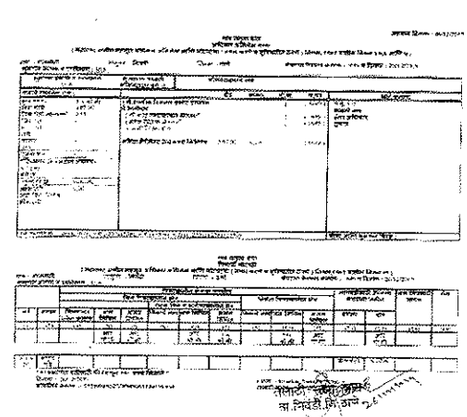

The Seal of The Joint Sub Registrar Class-II, Dist. Thane

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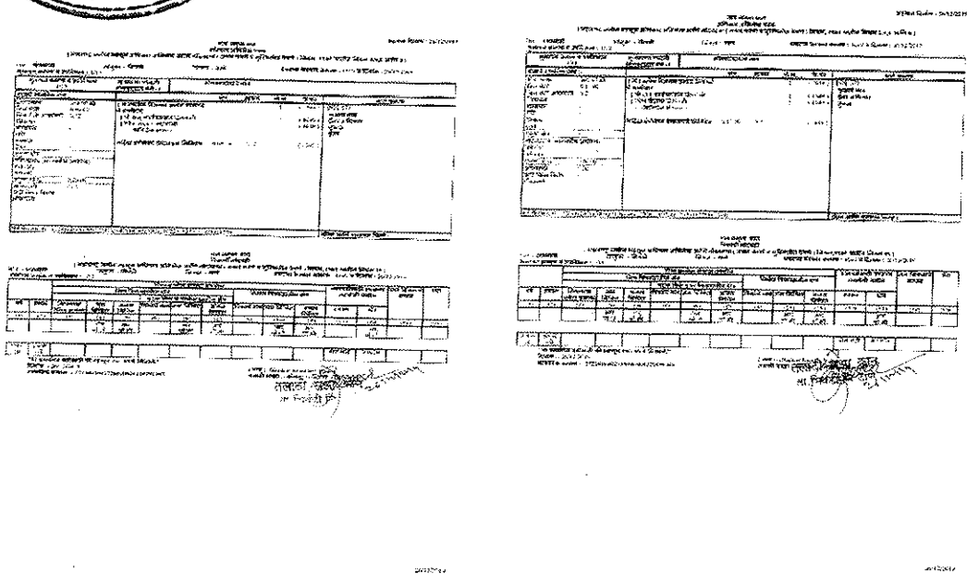

The Seal of The Joint Sub Registrar Class-II

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The Seal of the Joint Sub-Registrar Class-2, Dist. Thane

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The Seal of The Joint Sub Registrar Class-II, Thane

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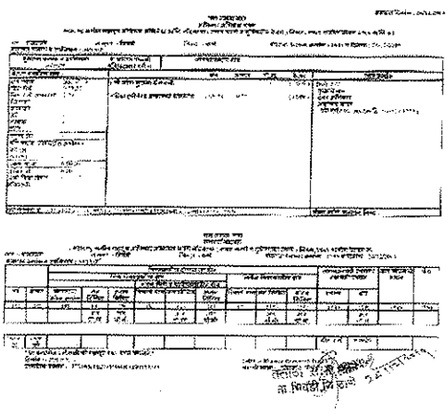

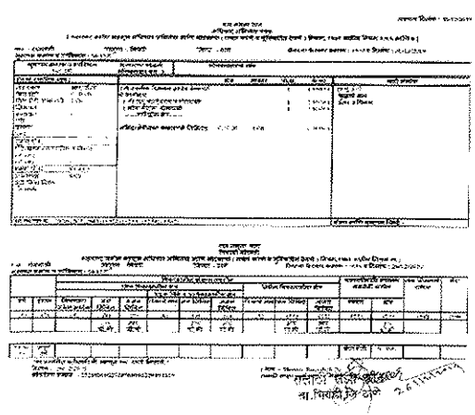

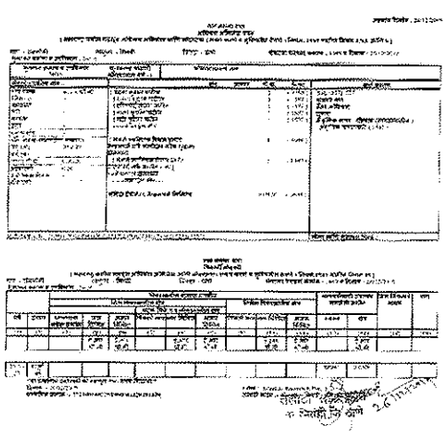

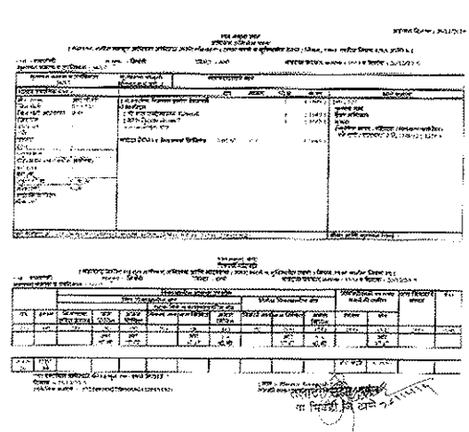

The Seal of The Joint Sub Registrar Class-2, Thane
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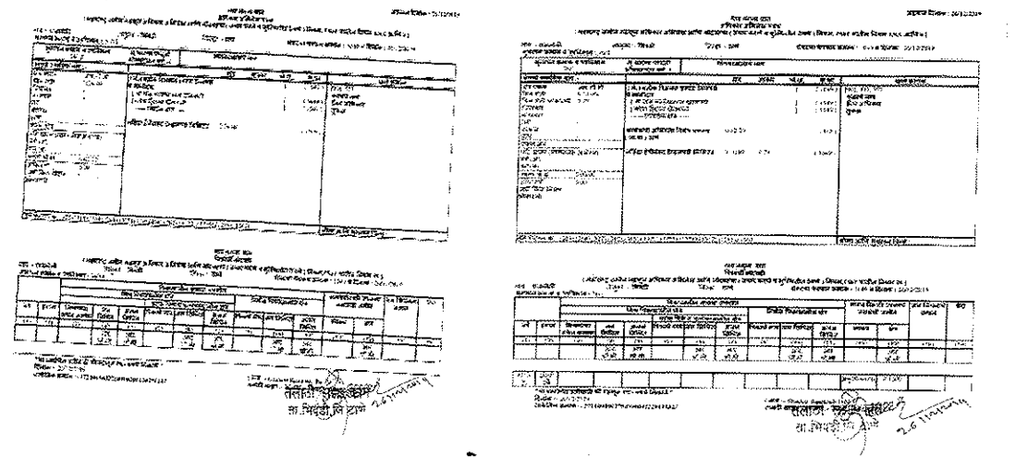

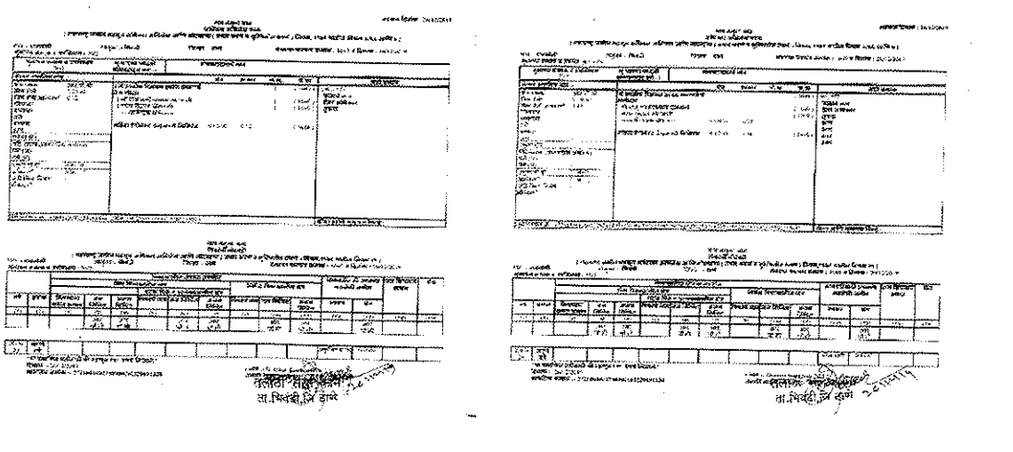

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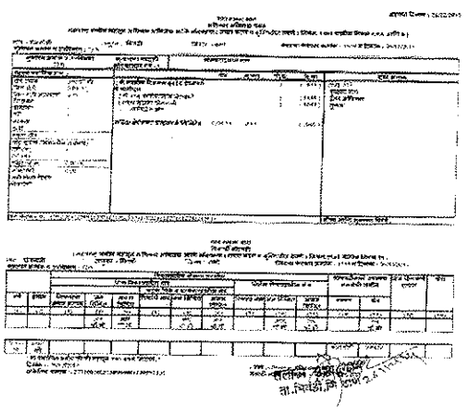

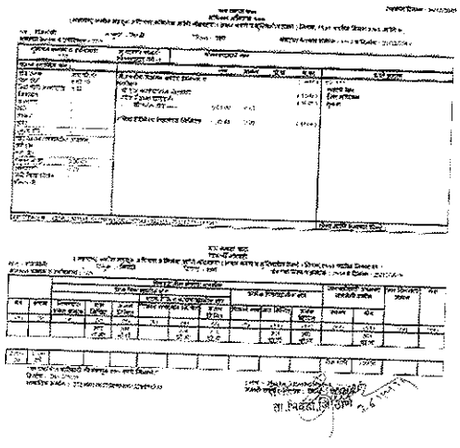

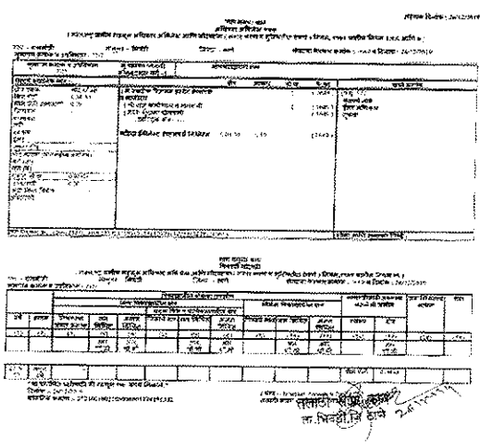

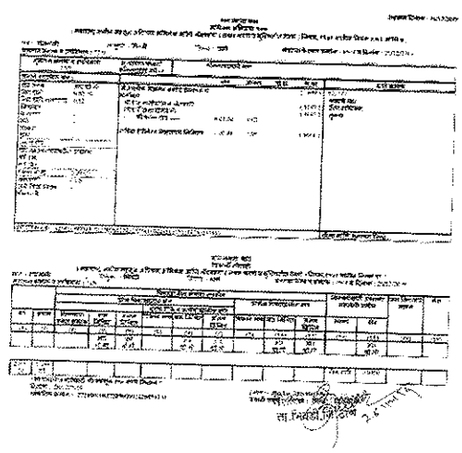

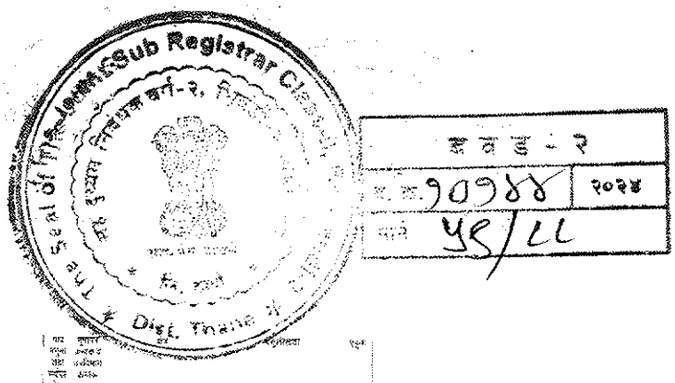

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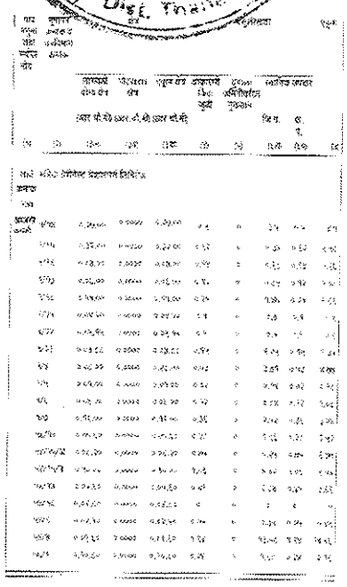

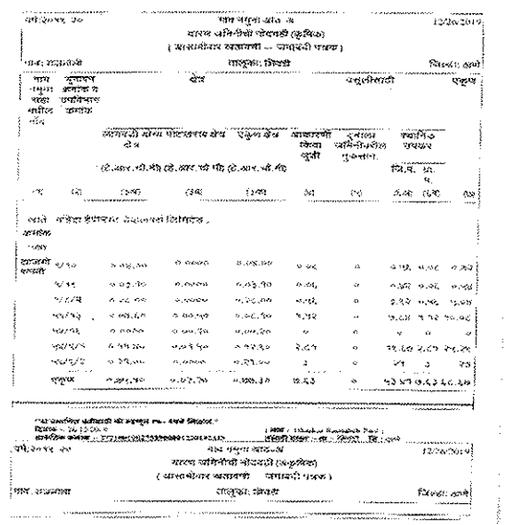

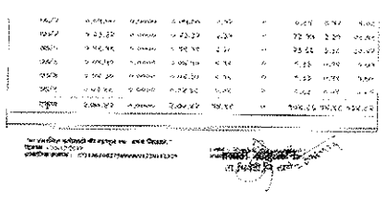

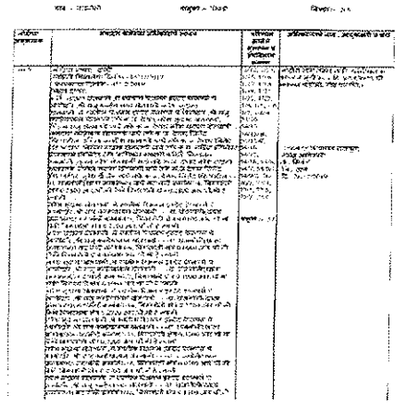

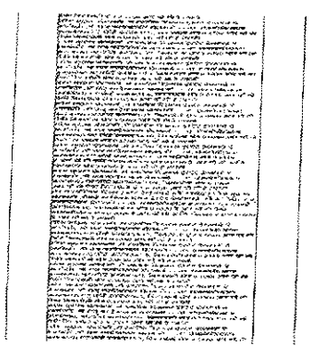

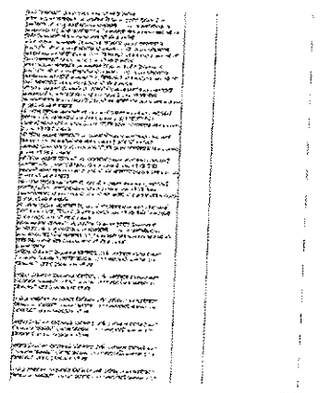

The Seal of The Joint Sub Registrar Class-II
सह दुय्यम निबंधक वर्ग-२, भिवंडी-१
सत्यमेव जयते
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The Seal of The Joint Sub Registrar Class-2 Dist. Thane

ANNEXURE – G

DETAILS OF APARTMENT AND DATE OF POSSESSION

APARTMENT DETAILS					
TYPOLOGY	2 BHK-A	RERA CARPET IN SQ. MTR.	45.99 Sq.mtr	EBVT IN SQ. MTR.	3.88 Sq.mtr
TOWER	06	FLOOR NUMBER	17th Floor	APARTMENT NUMBER	02
CAR PARKING NO. IN MLCP	NA	SOURCE OF FUNDING	Bank- Funding	POSSESSION DATE	30th December 2024

The Seal of The Joint Sub Registrar Class II Dist. Thane

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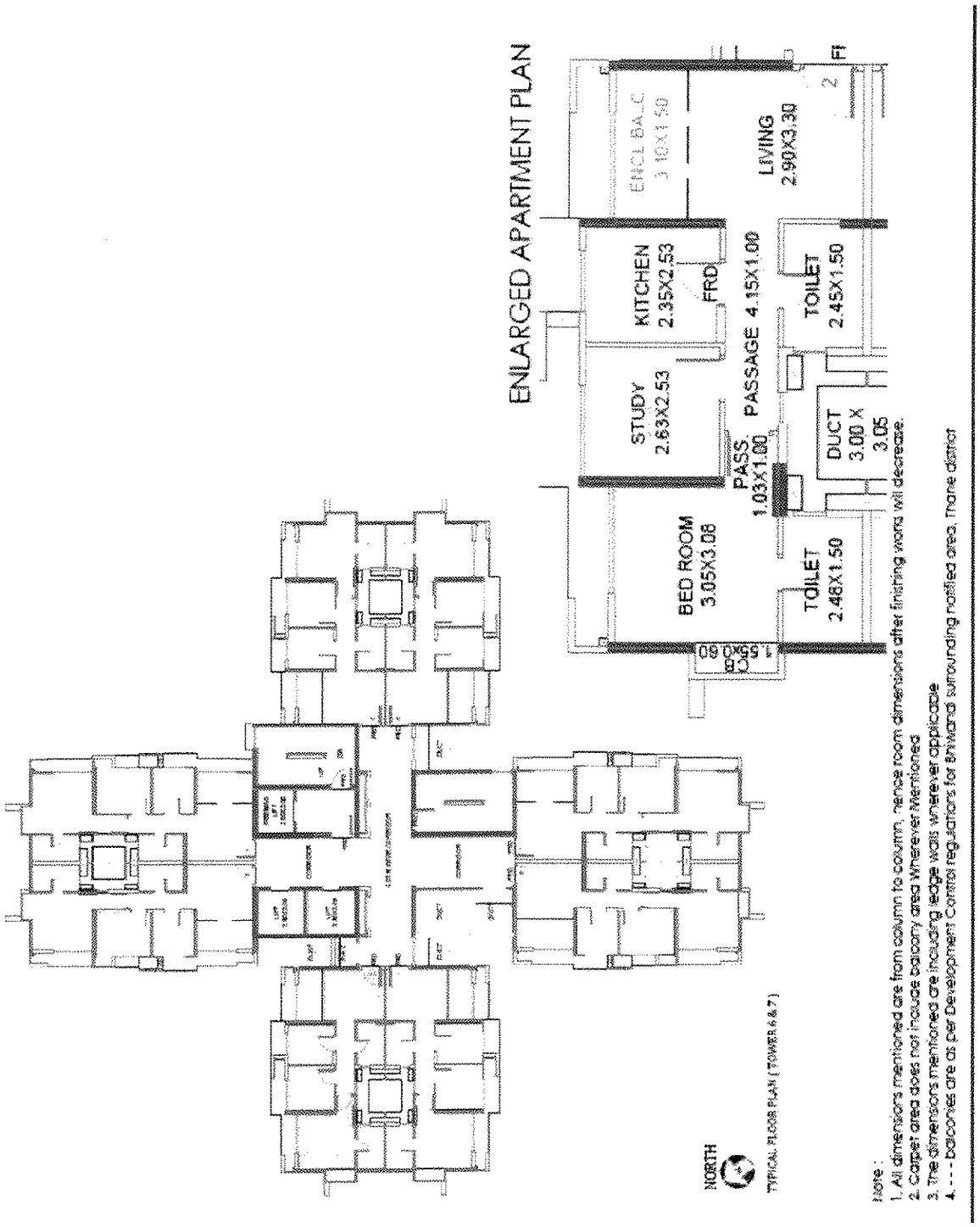
ANNEXURE H

FLOOR PLAN OF APARTMENT



The Seal of The Joint Sub Registrar Class-2, Dist. Thane

ANNEXURE J

- **PART A – AMENITIES AND SPECIFICATIONS FOR THE SAID APARTMENT**

Living, dining, bedroom and kitchen	Varmora or equivalent Vitrified
Bathrooms	Varmora or equivalent Anti-skid ceramic tiles
Passage/ Lift Lobby	Varmora or equivalent Ceramic Tiles

Wall & Ceiling finishes:

WALLS & CEILING	External walls, Corridor, Shaft entrance verandah & balcony: Asian Paints or similar water based acrylic distemper exterior grade paint or Equivalent
	Internal Walls, Living/dining bedroom: Asian Paints or similar water based acrylic Distemper or equivalent
	Kitchen: Asian Paints or similar water based acrylic Distemper or equivalent
	Bathroom & Toilet: Asian Paints water based acrylic Distemper or equivalent for remaining area
	Dado for Bathroom & Toilet: Varmora or equivalent Ceramic tiles
	Machine room & Meter room: Lime (white wash)

Sanitary and CP Fittings

WC	Varmora or equivalent EWC with Cistern & Health Faucet
Cistern	Varmora or equivalent PVC cistern
Wash basin	Varmora or equivalent Ceramic Wash basin With Fixtures
Kitchen sink	Simpolo or equivalent Stainless-steel sink with provision for water purifier

Bib Tap	Varmora or equivalent Bib cock for water closet and mixer for bathroom/shower Area
	Varmora or equivalent Bib cock for wash basin and kitchen sink
Water Supply for Washing Machine	Provisioned
For Plumbing	Astral or equivalent G.I / uPVC pipes in internal plumbing works

M&E Works

Concealed electrical wiring TV & Telephone conduit point in living room

Others

RCC structure and walls constructed using CLC /AAC Blocks	Ultra tech or equivalent

Doors & Windows

Ventura Or equivalent Concrete/Composite/ Wooden Door Frame for living and bedroom HK Décor or Equivalent Wooden flush Shutter in entrance and all bedroom Sai Plastic or equivalent PVC Frame+ PVC doors for toilet & Bedrooms NCL Seccolor or equivalent Aluminium / uPVC sliding / Hot dipped Galvanised Iron openable windows.

Note: The Promoter shall provide the amenities and specifications as per the details above or with equivalent or similar brands, based on availability.

The Seal of The Joint Sub Registrar Class-2, Dist. Thane

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ANNEXURE K

PART A –AMENITIES IN THE TOWER

Sr No	List of Amenities and Specifications for the Project	Description	Stage wise time schedule of completion
1.	Entrance lobbies	Entrance lobby for respective Towers and Common for: Tower 5A and Tower 5B,	Along with possession of apartments.
2.	DG power backup for common areas (amenities)	For corridors and elevators – located centrally for the Larger Property	Along with possession of apartments.
3.	Elevators	Common for: 3 lifts per Towers respective and Common for: Tower 5A and Tower 5B,	Along with possession of apartments
4.	Meter Room	Individually for each Tower in and Common for: Tower 5A and Tower 5B at ground floor	Along with possession of apartments
5.	STP, Fire Tank q & UGT	Commonly located under mlcp basement & common for all Towers of the Larger Property	Along with possession of apartments
6.	Access control & CC TV	Planned on entry & exit of each Tower.	Along with possession of apartments

- **PART B –AMENITIES IN THE SAID PROJECT A**
  (to be shared with the Larger Property)

	List of Common Amenities and Specifications for the said Larger Land	Description and location (sq. mts.)	Stage wise time schedule of completion
1.	Club house	Located besides tower 1 & 5, common for all allottees of the Larger Property.	To be handed over with phases

2.	Party lawn with stage, outdoor gym, fruit orchard, kids play area, camping deck, cricket pitch, medical groove, floor games, half basket ball court	Located across the RG area. Common for all allottees of the Larger Property.	To be handed over with phases
3.	Sewage Treatment Plant	Commonly located under mlcp basement & common for all Towers to be constructed on the Larger Property.	To be handed over with phases
4.	Rain water harvesting	Planned in RG areas across the plot	To be handed over with phases
5.	Substation & DG Back Up	Located at three locations besides main entrance gate, behind MLCP and besides tower 7 RG	To be handed over with phases
6.	Society Office	Located in Tower 6 ground floor which is common for all towers to be constructed on the Larger Property	To be handed over with phases
7.	OWC & Solid waste management	Centrally located behind MLCP	To be handed over with phases
8.	MLCP Terrace amenity	Futsal court & multipurpose court pantry area on MLCP Terrace are common to all Towers to be constructed on the Larger Property	To be handed over with phases

Note: The description of the amenities above is indicative and is subject to availability and as per approvals of the authority, as applicable. The Promoter reserves the right to modify the amenities and provide alternate amenities.

- **PART C– ARCHITECTURAL AND DESIGN STANDARDS OF THE PROJECT A**

1.	Structural Design Standard :- As per National Tower codes of India and relevant codes if Bureau of Indian Standards.
2.	RCC construction with aluminum form work/conventional/Precast
3.	Earthquake Resistance: - Considering Zone III
4.	Compliance of IGBC rating requirements
5.	Use of energy efficient LED lights in all common areas such as corridors and entrance lobbies.
6.	10% of Solar Street Lights on the Larger Property.

The Seal of The Joint Sub Registrar Class-2, Bhiwandi
Dist. Thane

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ANNEXURE L
RERA CERTIFICATE

Maharashtra Real Estate Regulatory Authority

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

This registration is granted under section 5 of the Act to the following project under project registration number : **P51700022981**

Project: ***Mahindra Happinest Kalyan Project A*** *Plot Bearing / CTS / Survey / Final Plot No.:* ***Sno.1/4,5,6,7,8B,10,12,14,15,16,17,18,21,22,23. Sno.54/6,7,8,9.1,9.2,10,13,15A,15B,16,17,18. Sno.76/1,2. 77/4,5,6,7,9. at Ranjnoli, Bhiwandi, Thane, 421311;***

1. **Mahindra Happinest Developers Limited(Formerly Known As Mahindra Happinest Developers Pvt. Ltd)** having its registered office / principal place of business at *Tehsil:* ***Mumbai City****, District:* ***Mumbai City****, Pin:* ***400018****.*
2. This registration is granted subject to the following conditions, namely:-
   - The promoter shall enter into an agreement for sale with the allottees;
   - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
   - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
     OR
     That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
   - The Registration shall be valid for a period commencing from **08/11/2019** and ending with **30/12/2024** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
   - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
   - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid
Digitally Signed by
Dr. Vasant Premanand Prabhu
(Secretary, MahaRERA)
Date:10-01-2022 11:54:47

Dated: **08/11/2019**
Place: **Mumbai**

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

The Seal of The Joint Sub Registrar Class-II, Dist. Thane

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ANNEXURE M

(the application form, declaration and other forms for the purpose of enrolling Allottee(s) as a member of the said Organisation)

ANNEXURE-M1
SHEET NO.-1

INFORMATION ABOUT PROMOTER MEMBER OF THE PROPOSED _____ CO-OP. HOUSING SOCIETY

ANNEXURE-M1
SHEET NO.-1

INFORMATION ABOUT PROMOTER MEMBER OF THE PROPOSED _____ CO-OP. HOUSING SOCIETY

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Dist. Thane

क्रमांक - २	
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आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AALCM3124B

नाम / Name
MAHINDRA HAPPINEST DEVELOPERS LIMITED

निगमन/गठन की तारीख
Date of Incorporation / Formation
06/09/2017

23102017

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The Seal of The Joint Sub Registrar Class-II
Dist. Thane

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पाने 08 LL

भारत सरकार

आधार

भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India

Government of India

नोंदविण्याचा क्रमांक / Enrollment No 2006/00482/33853

To,
दानिश जाफर खान
Danish Jafar Khan
HOUSE NO.667.ROOM NO.08,NIZAMUDDIN BHARTI BUILDING
KALYAN ROAD
NEAR POST OFFICE SHASTRI NAGAR
Bhiwandi
Dandekarwadi Thane
Maharashtra 421302

15/12/2011

Ref: 318 / 08C / 448237 / 448606 / P

UE150638867IN

आपला आधार क्रमांक / Your Aadhaar No. :

8889 9675 9109

DANISH

आधार — सामान्य माणसाचा अधिकार

भारत सरकार
GOVERNMENT OF INDIA

दानिश जाफर खान
Danish Jafar Khan
जन्म वर्ष / Year of Birth : 1998
पुरुष / Male

8889 9675 9109

आधार — सामान्य माणसाचा अधिकार

The Seal of The Joint Sub Registrar Class-II, Bhiwandi-2 Dist. Thane

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नोंद 00/22

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LIFESPACES

Mahindra Happinest Developers Ltd.
Mahindra Towers, 5th Floor,
Dr. G. M. Bhosale Marg, Worli,
Mumbai - 400018, India
Tel. +91 22 6747 8600
www.mahindralifespaces.com
CIN: U70100MH2017PLC299424

CERTIFIED TRUE COPY OF EXTRACT OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF MAHINDRA HAPPINEST DEVELOPERS LIMITED AT ITS MEETING HELD ON 19TH APRIL, 2024

CHANGE IN AUTHORIZED SIGNATORIES IN RELATION TO VARIOUS FUNCTIONS OF THE COMPANY

"**RESOLVED THAT** in supersession of earlier resolutions passed the Board of Directors of the Company, authority be and is hereby granted to executives in following manner:

Function	Authority	Authorized Person
Customer Relationship Management	To sign / digitally sign and execute all documents related to sale / lease of flats / apartments / residential / commercial units including but not limited to Letter(s) of anu nature, Letter(s) of Allotment, Memorandum / Memoranda of Understanding, Agreement(s) for Sale or any other nature, Sale / Conveyance Deeds / Deed of Apartment, Lease Deeds or Deeds of any nature including supplementary / rectification / cancellation Deeds, Agreement(s) of any nature, Call Letter(s), Demand Letter(s), Possession Letter(s), Undertakings, Indemnities, Receipts, any other documents and writings and to e-register / register all such aforementioned documents executed with the concerned Sub-Registrar / Registrar or any other Authorities.	**Primary Executive:** Mr. Vimalendra Singh **Secondary Executive:** 1. Mr. Jitendra Pathak 2. Ms. Prachi Jain 3. Ms. Anubhuti Malhotra 4. Mr. Nikhil Navalkar 5. Mr. Vivek Kumar Vishwakarma 6. Mr. Ajit Maurya 7. Mr. Danish Khan 8. Ms. Shireen Tadvi 9. Mr. Nisar Shaikh 10. Ms. Meghna Patel 11. Mr. Rajendra Hegde

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mahindra
LIFESPACES

Mahindra Happinest Developers Ltd.
Mahindra Towers, 5th Floor,
Dr. G. M. Bhosale Marg, Worli,
Mumbai - 400018, India
Tel. +91 22 6747 8600
www.mahindralifespaces.com
CIN: U70100MH2017PLC299424

RESOLVED FURTHER THAT aforesaid Primary Executives are authorised to sign, submit, deliver and register all documents as mentioned above with respect to their function and any of the aforesaid "Secondary Executives", subject to prior approval of respective Primary Executive and in their absence any of the other executives as may be nominated by any Director of the Company, be and are hereby severally authorized to sign, submit, deliver and register all documents as mentioned hereinabove and Primary Executive and/or any of the Secondary Executive are severally authorised to appear and register or appoint an agent exclusively for registration of the documents before the Registrar/Sub-Registrar's office or at any other Registering Authority or Authorities at various locations of the Company and to lodge the same for the purpose of registering the same and admit execution thereof on behalf of the Company.

RESOLVED FURTHER THAT the Primary Executive be and is hereby authorized to delegate any of the aforesaid powers respective to their functions to any other employee of the Company / Group Company through letter of authority.

RESOLVED FURTHER THAT aforesaid authority shall be effective with immediate effect and shall be valid as long as the employee is in the employment of the Company / any of the Group Company."

For **Mahindra Happinest Developers Limited**

AMIT KUMAR SINHA
Digitally signed by AMIT KUMAR SINHA
Date: 2024.05.14 14:04:44 +05'30'

Amit Kumar Sinha
Director
DIN: 09127387

The Seal of The Joint Sub Registrar Dist. Thane

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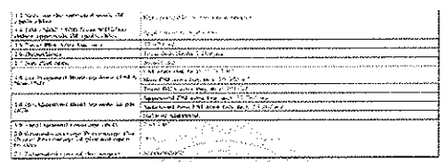
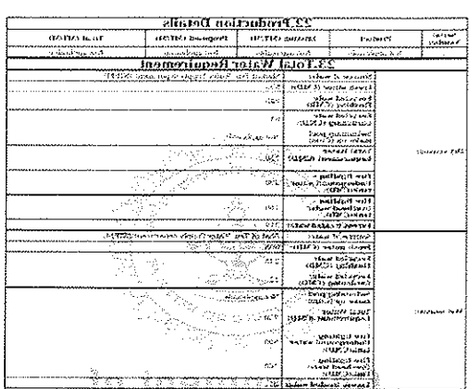
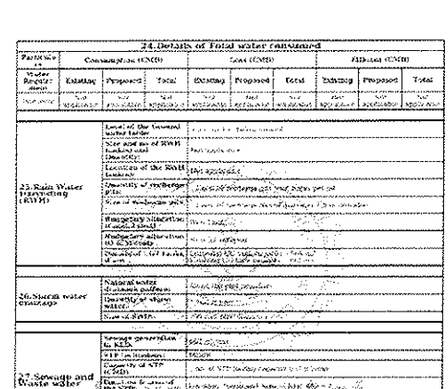
05/11

APPROVAL OF MINISTRY OF ENVIRONMENT AND FOREST ("MOEF")







The Seal of The Joint Sub Registrar Class-II, Bhiwandi-2 Dist. Thane

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28.Solid waste Management

Waste generation in the Pre Construction and Construction phase	Waste generation	[illegible]
	Disposal of the hazardous waste if any:	[illegible]
Waste generation in the operation Phase.	Dry waste:	[illegible]
	Wet waste:	[illegible]
	Hazardous waste:	[illegible]
	Biomedical waste (if applicable):	[illegible]
	STP Sludge (Dry sludge):	[illegible]
	Others if any:	[illegible]
Mode of Disposal of waste	Dry waste:	[illegible]
	Wet waste:	[illegible]
	Hazardous waste:	[illegible]
	Biomedical waste (if applicable):	[illegible]
	STP Sludge (Dry sludge):	[illegible]
	Others if any:	[illegible]
Area requirement:	Location(s):	[illegible]
	Area for the storage of waste & other material:	[illegible]
	Area for manpower:	[illegible]
Budgetary allocation (Capital cost and O&M cost):	Capital cost:	[illegible]
	O & M cost:	[illegible]

29.Effluent Characteristics

Serial Number	Parameters	Unit	Inlet Effluent Characteristics	Outlet Effluent Characteristics	Effluent Discharge Standards (MPCB)
	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable

Name of the Effluent Generation Units:	Not applicable
Capacity of the unit:	Not applicable
Quantity of Treated effluent:	Not applicable
Quantity of water reuse after treatment:	Not applicable
Quantity of STP Sludge (Dry sludge):	Not applicable
Is the STP sludge suitable for manure:	Not applicable
Disposal of the STP sludge:	Not applicable

30.Hazardous Waste Details

Serial Number	Description	Cat	UOM	Existing	Proposed	Total	Method of Disposal
1	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable

31.Stacks emission Details

Serial Number	Section & Units	Fuel Used with Quantity	Stack No.	Height from ground level (m)	Internal diameter (m)	Temp. of Internal Gases
1	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable

32.Details of Fuel to be used

Serial Number	Type of Fuel	Existing	Proposed	Total
	Not applicable	Not applicable	Not applicable	Not applicable

Name of Fuel	Not applicable
Mode of Transportation of the fuel	Not applicable

33.Energy

Power requirement:	Source of power supply:	Maharashtra State Electricity Distribution Co. Ltd.(MSEDCL)
	During Construction Phase (Demand Load):	[illegible]
	DG set as Power backup during construction phase	[illegible]
	During Operation phase (Demand Load):	[illegible]
	During Operation phase (Demand Load):	[illegible]
	Transformer:	[illegible]
	DG set as Power backup during operation phase:	[illegible]
	Fuel used:	[illegible]
	Details of fuel transportation:	[illegible]

34.Energy saving by non conventional method:

[illegible]

36.Detail calculations & % of saving:

Serial Number	Energy Conservation Measures	Saving %
1	[illegible]	[illegible]

37.Details of pollution control Systems

Source	Existing pollution control system	Proposed to be installed
Not applicable	Not applicable	Not applicable

Budgetary allocation (Capital cost and O&M cost):	Capital cost:	[illegible]
	O & M cost:	[illegible]

38.Environmental Management plan Budgetary Allocation

a) Construction phase (with Break-up):

Serial Number	Attributes	Parameter	Total Cost per annum (Rs. in Lacs)
	[illegible]	[illegible]	[illegible]
2	[illegible]	[illegible]	[illegible]
3	[illegible]	[illegible]	[illegible]
4	[illegible]	[illegible]	[illegible]
5	[illegible]	[illegible]	[illegible]
6	[illegible]	[illegible]	[illegible]

b) Operation Phase (with Break-up):

Serial Number	Component	Description	Capital cost (Rs. in Lacs)	Operational and Maintenance cost (Rs. in Lacs/yr)
	Sewage Treatment Plant	[illegible]	[illegible]	[illegible]
2	Solid Waste Management	[illegible]	[illegible]	[illegible]
3	Rain water Harvesting and Storm Water Management	[illegible]	[illegible]	[illegible]
4	[illegible]	[illegible]	[illegible]	[illegible]
5	[illegible]	[illegible]	[illegible]	[illegible]
6	Maintenance Mechanics	[illegible]	[illegible]	[illegible]
	Total		[illegible]	[illegible]

39.Storage of chemicals (inflamable/explosive/hazardous/toxic substances)

Description	Name	Quantity	Storage Capacity in MT	Storage as per peso or not	Consumption / Month in MT	Source of Supply	Means of transportation
Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable

40.Any Other Information

No information furnished

The Seal of The Joint Sub Registrar Class II Dist. Thane

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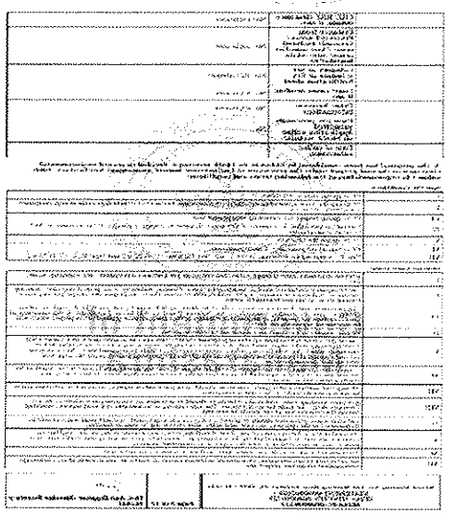

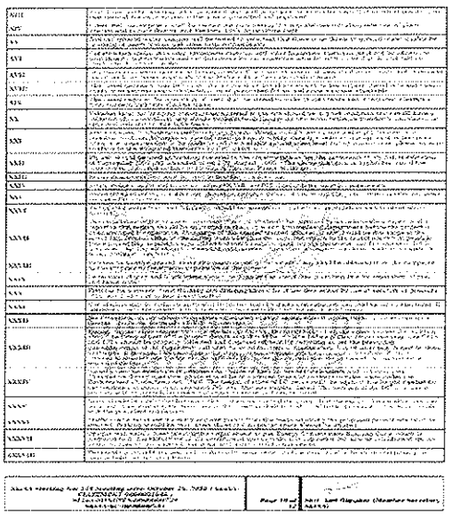

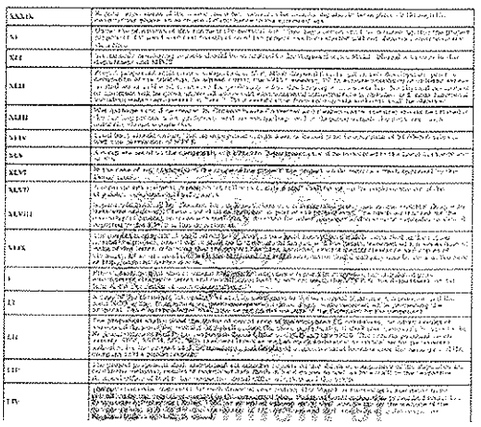

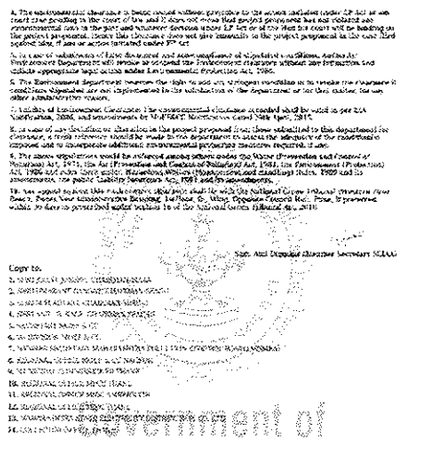

Seal of The Joint Sub Registrar Class II, Thane

दुय्यम निबंधक वर्ग-२, ठाणे

सत्यमेव जयते

ठि. ठाणे

Dist. Thane

दुय्यम - २

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पाने 021CC

भारत सरकार

आधार

भारत सरकार
Government of India

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

Enrolment No.: 2821/26037/75473

To
Mehfooza Mohd Mogni Shaikh
D/O: Mohd Mogni Shaikh,
Building-25 702, Vijay Nagar C.H.S,
90 Feet Road,
VTC: Mumbai,
PO: Dharavi,
Sub District: Mumbai,
District: Mumbai,
State: Maharashtra,
PIN Code: 400017,
Mobile: 9699192305

Signature valid
Digitally signed by UIDAI Unique Identification Authority of India
Date: 2024/07/12 13:15:17 GMT+05:30

आपका आधार क्रमांक / Your Aadhaar No. :

XXXX XXXX 0867

VID : 9171 2293 6998 8143

मेरा आधार, मेरी पहचान

Government of India

AADHAAR

सूचना / INFORMATION

- आधार पहचान का प्रमाण है, नागरिकता या जन्मतिथि का नहीं। जन्मतिथि आधार नंबर धारक द्वारा प्रस्तुत सूचना और विनियमों में विनिर्दिष्ट जन्मतिथि के प्रमाण के दस्तावेज पर आधारित है।
- इस आधार पत्र को यूआईडीएआई द्वारा नियुक्त प्रमाणीकरण एजेंसी के जरिए ऑनलाइन प्रमाणीकरण के द्वारा सत्यापित किया जाना चाहिए या ऐप स्टोर में उपलब्ध एमआधार या आधार क्यूआर कोड स्कैनर ऐप से क्यूआर कोड को स्कैन करके या www.uidai.gov.in. पर उपलब्ध सुरक्षित क्यूआर कोड रीडर का उपयोग करके सत्यापित किया जाना चाहिए ।
- आधार विशिष्ट और सुरक्षित है ।
- पहचान और पते के समर्थन में दस्तावेजों को आधार के लिए नामांकन की तारीख से प्रत्येक 10 वर्ष में कम से कम एक बार आधार में अपडेट कराना चाहिए ।
- आधार विभिन्न सरकारी और गैर-सरकारी फायदों/सेवाओं का लाभ लेने में सहायता करता है ।
- आधार में अपना मोबाइल नंबर और ईमेल आईडी अपडेट रखें ।
- आधार सेवाओं का लाभ लेने के लिए एमआधार ऐप डाउनलोड करें ।
- आधार/बॉयोमेट्रिक्स का उपयोग न करने के समय सुरक्षा सुनिश्चित करने के लिए आधार/बॉयोमेट्रिक्स लॉक/अनलॉक सुविधा का उपयोग करें।
- आधार की मांग करने वाले सहमति लेने के लिए बाध्य हैं।
- Aadhaar is proof of identity, not of citizenship or date of birth (DOB). DOB is based on information supported by proof of DOB document specified in regulations, submitted by Aadhaar number holder.
- This Aadhaar letter should be verified through either online authentication by UIDAI-appointed authentication agency or QR code scanning using mAadhaar or Aadhaar QR Scanner app available in app stores or using secure QR code reader app available on www.uidai.gov.in.
- Aadhaar is uniqu e and secure.
- Documents to support identity and address should be updated in Aadhaar after every 10 years from date of enrolment for Aadhaar.
- Aadhaar helps you avail of various Government and Non-Government benefits/services.
- Keep your mobile number and email id updated in Aadhaar.
- Download mAadhaar app to avail of Aadhaar services.
- Use the feature of Lock/Unlock Aadhaar/biometrics to ensure security when not using Aadhaar/biometrics.
- Entities seeking Aadhaar are obligated to seek consent.

भारत सरकार
Government of India

आधार

Aadhaar no. issued: 02/03/2013

Mehfooza Mohd Mogni Shaikh
Date of Birth/DOB: 26/05/1994
Female/ FEMALE

आधार पहचान का प्रमाण है, नागरिकता या जन्मतिथि का नहीं ।
इसका उपयोग सत्यापन (ऑनलाइन प्रमाणीकरण, या क्यूआर कोड/ ऑफलाइन एक्सएमएल की स्कैनिंग) के साथ किया जाना चाहिए ।
Aadhaar is proof of identity, not of citizenship or date of birth. It should be used with verification (online authentication, or scanning of QR code / offline XML).

XXXX XXXX 0867

मेरा आधार, मेरी पहचान

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

AADHAAR

Details as on: 12/07/2024

Address:
D/O: Mohd Mogni Shaikh, Building-25 702,
Vijay Nagar C.H.S, 90 Feet Road, Mumbai,
PO: Dharavi, DIST: Mumbai,
Maharashtra - 400017

XXXX XXXX 0867

VID : 9171 2293 6998 8143

1947 | help@uidai.gov.in | www.uidai.gov.in

Sheikh

आयकर विभाग भारत सरकार

INCOME TAX DEPARTMENT GOVT. OF INDIA

ई– स्थायी लेखा संख्या कार्ड

e - Permanent Account Number (e-PAN) Card

GXVPS0818G

नाम / Name	MEHFOOZA MOHD MOGNI SHAIKH
पिता का नाम / Father's name	MOHD MOGNI SHAIKH
जन्म की तारीख / Date of Birth	26/05/1994
लिंग / Gender	Female

The Seal of The Joint Sub Registrar Class-II, Bhiwandi-2 Dist. Thane

सह दुय्यम निबंधक वर्ग-२, भिवंडी-२ जि. ठाणे

सत्यमेव जयते

सह दु - २

द. क्र. 90988 २०२४

पाने 63LL

हस्ताक्षर / Signature

Validity unknown

Digitally signed by Income Tax Deptt.
Date: 2023.05.01 04:43:00 IST

- ✓ Permanent Account Number (PAN) facilitate Income Tax Department linking of various documents, including payment of taxes, assessment, tax demand tax arrears, matching of information and easy maintenance & retrieval of electronic information etc. relating to a taxpayer.
  स्थायी लेखा संख्या (पैन) एक करदाता से संबंधित विभिन्न दस्तावेजों को जोड़ने में आयकर विभाग को सहायक होता है, जिसमें करों के भुगतान, आकलन, कर माग, टैक्स बकाया, सूचना के मिलान और इलक्ट्रॉनिक जानकारी का आसान रखरखाव व बहाली आदि भी शामिल है।
- ✓ Quoting of PAN is now mandatory for several transactions specified under Income Tax Act, 1961 (Refer Rule 114B of Income Tax Rules, 1962)
  आयकर अधिनियम, 1961 के तहत निर्दिष्ट कई लेनदेन के लिए स्थायी लेखा संख्या (पैन) का उल्लेख अब अनिवार्य है (आयकर नियम, 1962 के नियम 114B. का संदर्भ लें)
- ✓ Possessing or using more than one PAN is against the law & may attract penalty of upto Rs. 10,000.
  एक से अधिक स्थायी लेखा संख्या (पैन) का रखना या उपयोग करना, कानून के विरुद्ध है और इसके लिए 10,000 रुपये तक का दंड लगाया जा सकता है।
- ✓ The PAN Card enclosed contains Enhanced QR Code which is readable by a specific Android Mobile App. Keyword to search this specific Mobile App on Google Play Store is "Enhanced QR Code Reader for PAN Card.
  संलग्न पैन कार्ड में एनहान्स क्यूआर कोड शामिल है जो एक विशिष्ट एंड्रॉइड मोबाइल ऐप द्वारा पठनीय है। Google Play Store पर इस विशिष्ट मोबाइल ऐप को खोजने के लिए कीवर्ड "Enhanced QR Code Reader for PAN Card" है।

Cut

आयकर विभाग भारत सरकार
INCOME TAX DEPARTMENT GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
GXVPS0818G

नाम / Name
MEHFOOZA MOHD MOGNI SHAIKH

पिता का नाम / Father's Name
MOHD MOGNI SHAIKH

जन्म की तारीख / Date of Birth
26/05/1994

हस्ताक्षर / Signature

इस कार्ड के खोने/पाने पर कृपया सूचित करें/लौटाएं:
आयकर पैन सेवा इकाई, एन एस डी एल
5 वी मंजिल, मेसर्स स्टार्टिस,
प्लॉट नं. 341, सर्वे नं. 997/8,
मॉडल कॉलोनी, डीप बंगला चौक के पास,
पुणे - 411 016

If this card is lost / someone's lost card is found,
please inform / return to:
Income Tax PAN Services Unit, NSDL
5th Floor, Mastar Starlard,
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungalow Chowk,
Pune - 411 016
Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: tinpan@nsdl.co.in

Fold

Electronically issued and Digitally signed ePAN is a valid mode of issue of Permanent Account Number (PAN) post amendments in clause (c) in the Explanation occurring after sub-section (8) of Section 139A of Income Tax Act, 1961 and sub-rule (6) of Rule 114 of the Income Tax Rules, click here

The Seal of The Joint Sub Registrar Class-II, Bhiwandi-2
सह दुय्यम निबंधक वर्ग-२, भिवंडी-२ यांची मुद्रा
सत्यमेव जयते
जि. ठाणे
Dist. Thane

बबउ - २
द. क्र. 90988 २०२४
पाने 18/11

कोरे पृष्ठ

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Seal of The Joint Sub Registrar Class-II, Bhiwandi-2 Dist. Thane

सह दुय्यम निबंधक वर्ग-२, भिवंडी-२ ठाणे

सत्यमेव जयते

सदर - २

दु. क्र. 90988 २०२४

पाने 141CC

CHALLAN
MTR Form Number-6

GRN	MH005555025202425P	BARCODE		Date	22/07/2024-14:30:06	Form ID	25.2

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	AALCM3124B
Office Name	BVD2_BHIWANDI 2 JOINT SUB REGISTRAR	Full Name	Mahindra Happinest Developers Limited
Location	THANE		
Year	2024-2025 One Time	Flat/Block No. Premises/Building	FLAT NO: 02, FLOOR NO: 17, TOWER: 06
Account Head Details	**Amount In Rs.**		
0030046401 Stamp Duty	310500.00	Road/Street	Happinest Kalyan, Kalyan Bhiwandi Road, Rajnouli, Maharashtra 421311.
0030063301 Registration Fee	30000.00	Area/Locality Town/City/District	Thane
		PIN	4 2 1 3 1 1
		Remarks (If Any)	PAN2=GXVPS0818G~SecondPartyName=Mehfooza Mohd Mogni Shaikh~CA=5174048
Total	3,40,500.00	Amount In Words	Three Lakh Forty Thousand Five Hundred Rupees Only

DEFACED ₹ 340500.00 DEFACED

Payment Details	STATE BANK OF INDIA	**FOR USE IN RECEIVING BANK**			
Cheque-DD Details		Bank CIN	Ref. No.	10000502024072204071	1865709285535
Cheque/DD No.		Bank Date	RBI Date	22/07/2024-14:30:23	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. 9175631810

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागु आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(iS)-351-10144	0003034339202425	23/07/2024-10:54:10	IGR132	30000.00
2	(iS)-351-10144	0003034339202425	23/07/2024-10:54:10	IGR132	310500.00
			Total Defacement Amount		**3,40,500.00**

Print Date 23-07-2024 10:57:53

The Seal of The Joint Sub Registrar Class-II, Bhiwandi-2 ★ Dist. Thane ★

सहदुय्यम निबंधक वर्ग-२, भिवंडी-२ यांची मुद्रा

सत्यमेव जयते

जि. ठाणे

बबड - २

द. क्र. 90988 २०२४

पाने 1311

कोरे पृष्ठ

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351/10144
मंगळवार,23 जुलै 2024 10:55 म.पू.

दस्त गोषवारा भाग-1

ववड2
दस्त क्रमांक: 10144/2024

दस्त क्रमांक: ववड2 /10144/2024

बाजार मुल्य: रु. 15,43,676/- मोबदला: रु. 51,74,048/-

भरलेले मुद्रांक शुल्क: रु.3,10,500/-

दु. नि. सह. दु. नि. ववड2 यांचे कार्यालयात

अ. क्र. 10144 वर दि.23-07-2024

रोजी 10:53 म.पू. वा. हजर केला.

पावती:11502 पावती दिनांक: 23/07/2024

सादरकरणाराचे नाव: **मेहफूजा मोहम्मद मोगनी शेख**

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 1760.00
पृष्टांची संख्या: 88	
	एकुण: 31760.00

दस्त हजर करणाऱ्याची सही:

(इंद्रवदन अ.सोनवणे)
सह दुय्यम निबंधक (वर्ग-२)
भिवंडी क्र. २, जि. ठाणे

BVD2
(इंद्रवदन अ.सोनवणे)
सह दुय्यम निबंधक (वर्ग-२)
भिवंडी क्र. २, जि. ठाणे

मुद्रांक शुल्क: (दोन) कोणत्याही नगरपालिका किंवा नगर पंचायत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा मुंबई महानगर प्रदेश ॥विकास प्रा॥ प्राधिकरणाच्या हद्दीत असलेल्या कोणत्याही ग्रामीण क्षेत्रात, किंवा मुंबई मुद्रांक (मालमत्तेच्या प्रत्यक्ष बाजार मूल्याचे निधारण) नियम, 1995 अन्वये प्रकाशित झालेल्या वार्षिक विवरणपत्रातील दराप्रमाण प्रभाव क्षेत्रात.

शिक्का क्र. 1 23 / 07 / 2024 10 : 53 : 31 AM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 23 / 07 / 2024 10 : 54 : 27 AM ची वेळ: (फी)

प्रतिज्ञा पत्र

'' सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदींनुसारच नोंदणीस दाखल केलेला आहे, '' दस्तातील संपुर्ण मजकूर, निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, वैधता कायदेशीर बाबीसाठी दस्त निष्पादक व कबुलीधारक हे संपुर्ण पणे जबाबदार राहतील. दस्तऐवजातील जोडलेले कागदपत्रे, कुलमुखत्यारपत्र, व्यक्ती इत्यादी बनावट आढळून आल्यास यांची संपूर्ण जबाबदारी निष्पादकाची राहील

DANISA
लिहून देणारे :

लिहून घेणारे :

The Seal of The Joint Sub Registrar Class-II, Bhiwandi-2 सह दुय्यम निबंधक वर्ग-२, भिवंडी-२ सत्यमेव जयते जि. ठाणे Dist. Thane

ववड - २
द. क. 90988 २०२४
पाने 00CC

दस्त गोषवारा भाग-2

23/07/2024 10 57:50 AM

बवड2
दस्त क्रमांक:10144/2024

दस्त क्रमांक :बवड2/10144/2024
दस्ताचा प्रकार :-विक्री करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:मेहफूजा मोहम्मद मोगनी शेख पत्ता:प्लॉट नं: -, माळा नं: दुसरा मजला,, इमारतीचे नाव: 206, 3डी बिल्डिंग, पीएमजीपी कॉलनी,, ब्लॉक नं: धारावी डेपो जवळ, मायन धारावी मुंबई, रोड नं: -, महाराष्ट्र, मुम्बई. पॅन नंबर:GXVPS0818G	लिहून घेणार वय :-30 स्वाक्षरी:-		
2	नाव:महिंद्रा हॅपीनेस्ट डेव्हलपर्स लिमीटेड तर्फे अधिकृत स्वाक्षरीकर्ता दानिश जाफर खान पत्ता:प्लॉट नं: -, माळा नं: 5वा मजला, इमारतीचे नाव: महिंद्रा टॉवर, ब्लॉक नं: वरळी, मुंबई , रोड नं: -, महाराष्ट्र, मुम्बई. पॅन नंबर:AALCM3124B	लिहून देणार वय :-26 स्वाक्षरी:-		

वरील दस्तऐवज करुन देणार तथाकथीत विक्री करारनामा चा दस्त ऐवज करुन दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:23 / 07 / 2024 10 : 56 : 35 AM

ओळख:-
दस्तऐवज निष्पादनाचा कबुलीजबाब देणाऱ्या सर्व पक्षकारांची ओळख संमती-आधारित - आधार प्रणालीद्वारे पडताळण्यात आली आहे. त्याबाबत प्राप्त माहिती पुढीलप्रमाणे आहे,

Sr. No.	Type of Party & Name	Date & Time of Verification with UIDAI	Information received from UIDAI (Name, Gender, UID, Photo)	
1	लिहून घेणार मेहफूजा मोहम्मद मोगनी शेख	23/07/2024 10:57:34 AM	मेहफूजा मोहम्मद मोगनी शेख F 1265178353356791808	
2	लिहून देणार महिंद्रा हॅपीनेस्ट डेव्हलपर्स लिमीटेड तर्फे अधिकृत स्वाक्षरीकर्ता दानिश जाफर खान	23/07/2024 10:57:17 AM	दानिश जाफर खान M 1176729381680795648	

शिक्का क्र.4 ची वेळ:23 / 07 / 2024 10 : 57 : 35 AM

The Seal of The Joint Sub Registrar Class-II, Bhiwandi-2 सह दुय्यम निबंधक वर्ग-२, भिवंडी-२ सत्यमेव जयते जि. ठाणे Dist. Thane

बवड - २
दु. क्र. 10144 २०२४
पान 11/11

BVD2
(इंद्रवदन अ.सोनवणे)
सह दुय्यम निबंधक (वर्ग-२)
भिवंडी क्र. २ जि. ठाणे

Payment Details

Sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Mahindra Happinest Developers Limited	eChallan	10000502024072204071	MH005555025202425P	310500.00	SD	0003034339202425	23/07/2024
2	Mahindra Happinest Developers Limited	eChallan		MH005555025202425P	30000	RF	0003034339202425	23/07/2024
3		DHC		0724222424558	1760	RF	0724222424558D	23/07/2024

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

प्रमाणित करण्यात येते की या दस्तामध्ये एकुण १ ते 11 पाने असुन हे पाने 10144 /2024 नंबरी नोंदला

Know Your Rights as Registrants

1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
2. Get print immediately after registration.

For feedback, please write to us at feedback.isarita@gmail.com

सह दुय्यम निबंधक वर्ग २ भिवंडी क्र. २
दिनांक २३ माहे जुलै सन २०२४