

# AGREEMENT FOR SALE

Flat No. 1002 on 10<sup>th</sup> Floor, Building No. 19

in

**EVERSHINE**  
amavi 303

LIVE GLOBAL

Avenue 11, Global City, Virar (West), Dist : Palghar - 401303.



**EVERSHINE DEVELOPERS**

Corporate Office : 215, Veena Beena Shopping Centre, Opp. Bandra Station, Bandra (W), Mumbai - 400 050.

Telephone : 4071 9719 / 2651 2867

E-mail : [evershinegroup@evershinebuilders.com](mailto:evershinegroup@evershinebuilders.com) | [www.evershinebuilders.com](http://www.evershinebuilders.com)

Receipt (pavti)

350/15197

Monday, November 22, 2021

9:14 AM

पावती

Original/Duplicate

नोंदणी क्र. :39म

Regn.:39M

पावती क्र.: 16157 दिनांक: 22/11/2021

गावाचे नाव: डोंगरे

दस्तऐवजाचा अनुक्रमांक: वमइ3-15197-2021

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: राहुल आत्माराम वामने

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2960.00

पृष्ठांची संख्या: 148

एकूण:

रु. 32960.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे

9:33 AM ह्या वेळेस मिळेल.

Sub Registrar Vasal 3

बाजार मूल्य: रु.3122000 /-

मोबदला रु.5500000/-

भरलेले मुद्रांक शुल्क : रु. 330000/-

सह. दुय्यम निबंधक वर्ग-२  
वसई क्र. ३

1) देयकाचा प्रकार: DHC रक्कम: रु.760/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1811202100319 दिनांक: 22/11/2021

बँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1811202100369 दिनांक: 22/11/2021

बँकेचे नाव व पत्ता:

3) देयकाचा प्रकार: DHC रक्कम: रु.240/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1811202100276 दिनांक: 22/11/2021

बँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH007894277202122S दिनांक: 22/11/2021

बँकेचे नाव व पत्ता:

महाराष्ट्र शासन नोंदणी व मुद्रांक विभाग

मुल्यांकन अहवाल सन २०२१

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दस्त क्र. १५१००/२०२१
१ APR

१. दस्ताचा प्रकार : करारनामा अनुच्छेद क्रमांक : २५(b)
२. सादर कर्त्याचे नाव : राहुल आत्माराम बामने व इतर
३. तालुका : वसई
४. गावाचे नाव : डोंगरे
४. सर्व्हे क. क्रमांक : ५/५/ए,५/५/बी,५/५/सी,५/५/डी,५/५/इ,५/६,५/७ & ५/८
५. मुल्य दरविभाग झोन : १ उपविभाग :
६. मिळकतीचा प्रकार : निवासी अनिवासी  
50800
७. दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफल : ५१.११ चौ. मी कार्पेट
८. कारपार्किंग : \_\_\_\_\_ गच्ची : ५.७३ चौ. मी
९. मजला क्रमांक : \_\_\_\_\_ घसारा : \_\_\_\_\_
१०. बांधकामाचा प्रकार : आर आर सी
११. बाजारमुल्य तक्त्यातील मार्गदर्शक सुचना क्र. : \_\_\_\_\_ ज्याअन्वये दिलेली घट वाढ
१२. निर्धारित केलेले बाजारमुल्य : रु. २९,९९,००० + १,२३,०००=३१,२२,०००
१३. दस्तात दर्शविलेला मोबदला : रु. ५५,००,०००
१४. देय मुद्रांक शुल्क : रु. भरलेले मुद्रांक शुल्क : रु. ३,३०,०००
१५. नोंदणी फी : रु. ३०,०००



लिपीक

सह दुय्यम निबंधक

मूल्यांकन पत्रक ( शहरी क्षेत्र - बांधीव )					
Valuation ID	20211122142			22 November 2021,09:00:51 AM	
मूल्यांकनाचे वर्ष	2021				
जिल्हा	पालघर				
मूल्य विभाग	वास्तुका : वसई				
उप मूल्य विभाग	1-रहिबस व इतर तत्सम बांधणीतील जमिनी				
क्षेत्राचे नाव	Vasai-Virar Municipal Corporation		सर्व्हे नंबर /व. भू. क्रमांक :	सर्व्हे नंबर#5	
वार्षिक मूल्य दर तबल्यानुसार मूल्यदर रु.					
खुली जमीन	निवासी सवनीका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक
14700	50800	57500	65800	57500	चौ. मीटर
बांधीव क्षेत्राची माहिती	बांधकाम क्षेत्र(Built Up)-	बांधकामाचे वर्गीकरण-	सहकार्य सुविधा -		
	56.221 चौ. मीटर	1-आर चौ घी	आहे		
	मिळकतीचा वापर-	मिळकतीचे इय -	मजला *	निवासी सवनीका	0 TO 2वर्हे
				5th to 10th Floor	
				मिळकतीचा प्रकार-	नामध
				मूल्यादर/बांधकामाचा दर-	Rs.50800/-
				कार्ये क्षेत्र-	51.11 चौ. मीटर
Sale Type - First Sale					
Sale/Resale of built up Property constructed after circular dt.02/01/2018					
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर					
=(वार्षिक मूल्यदर * घसा-यानुसार टक्केवारी )* मजला निरुप्य घट/बाढ					
= (50800 * (100 / 100 )) * 105 / 100					
= Rs.53340/-					
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र				
	= 53340 * 56.221				
	= Rs.2998828.14/-				
F) लगतच्या गच्चीचे/खुली बाळकनी क्षेत्र	5.73 चौ. मीटर				
लगतच्या गच्चीचे/खुली बाळकनी मूल्य	= 5.73 * ( 53340 * 40/100 )				
	= Rs.122255.28/-				
Applicable Rules	= 3, 18, 19 ,14				
शुद्धित अंतिम मूल्य	* मुख्य मिळकतीचे मूल्य + बांधकामाचे मूल्य + मेरिनाईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य(खुली बाळकनी) + वरील गच्चीचे मूल्य + बंदिस्त वाढव तयारे मूल्य + सुट्या जमिनीवरील पातळ तयारे मूल्य + भूमाली भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाळकनी + स्वतंत्रता पातळक = A + B + C + D + E + F + G + H + I + J = 2998828.14 + 0 + 0 + 0 + 0 + 122255.28 + 0 + 0 + 0 + 0 = Rs.3121083.42/- = ₹ एकतीस लाख एकवीस हजार आण्टो /-				

**वसई - ३**

दस्ता क्र. 94960 / 2021

2/11/21

Home      Print



महाराष्ट्र शासन  
**GOVERNMENT OF MAHARASHTRA**  
 ई-सुरक्षित बैंक व कोषागार पावली  
**e-SECURED BANK & TREASURY RECEIPT (e-SBTR)**

Bank/Branch: IBKL - 6910704/VASAI West  
 Pmt Txn id : 2709322960  
 Pmt DtTime : 23-OCT-2021@15:16:03  
 ChallanIdNo: 69103332021102350106  
 District : 1601-PALGHAR

Stationery No: 19356261784940  
 Print DtTime : 25-OCT-2021 10:03:32  
 GRAS GRN : MH007894277202122S  
 Office Name : IGR135-VSI3 VASAI NO 3  
 GRN Date : 23-Oct-2021@15:16:04

StDuty Schm: 0030046401-75/STAMP DUTY  
 StDuty Amt : R 3,30,000/- (Rs Three, Three Zero, Zero Zero Zero only)

RgnFee Schm: 0030063301-70/Registration Fees  
 RgnFee Amt : R 30,000/- (Rs Three Zero, Zero Zero Zero only)

Article : B25--Agreement to sell/Transfer/Assignment  
 Prop Mvblty: Immovable Consideration: R 55,00,000/-  
 Prop Descr : Evershine Amavi, 303 Phase 2, Flat No 1002 Bld, 19 Global City, Virar West, Dongre, Palghar, Maharashtra, 401303  
 Duty Payer: PAN-ASPPB8235R, Rahul Atmakram Bamane

Other Party: PAN-AABFE6729P, Evershine Developers

Bank official1 Name & Signature



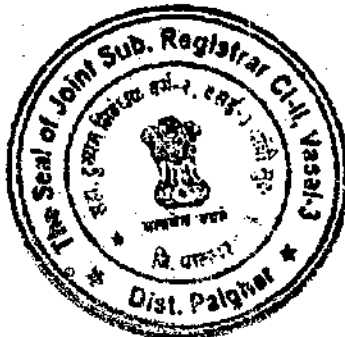
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 128596



Bank official2 Name & Signature

----- Space for customer/office use ----- Please write below this line -----

वसई - ३  
 दस्त क्र. 949-20/2021  
 2 19/10



# Data of ESBTR for GRN MH007894277202122S

## Bank - IDBI BANK

Bank/Branch : IBKL - 6910704/VASAI West  
Pmt Txn id : 2709322960 Stationary No : 19356261764940  
Pmt DtTime : 23/10/2021 15:16:03 Print DtTime : 25/10/2021 10:03:32  
ChallanIdNo : 69103332021102350106 GRAS GRN : MH007894277202122S  
District : 1601 / PALGHAR GRN Date : 23/10/2021 15:16:07  
Office Name : IGR135 / VSI3\_VASAI NO 3 JOINT SUB REGISTRAR

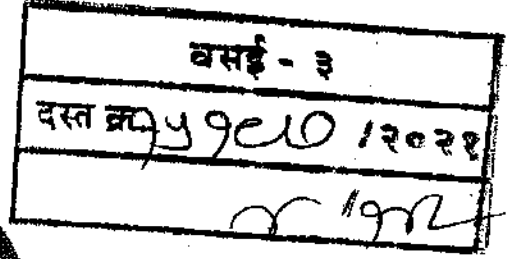
StDuty Schm : 0030046401-75/ Stamp Duty(Bank Portal)  
StDuty Amt : Rs 3,30,000.00/- (Rs Three Lakh Thirty Thousand Rupees Only )

RgnFee Schm : 0030063301-70 / Registration Fee  
RgnFee Amt : Rs 30,000.00/- (Rs Thirty Thousand Rupees Only )

Only for verification not to be printed and used

Article : B25  
Prop Mvblty : Immovable Consideration : 55,00,000.00/-  
Prop Descr : Evershine Amavi , 303 Phase 1  
: Flat No 1002 Bld  
: 401303  
Duty Payer : PAN-ASPPB8235R Rahul Atmaram Barnane  
Other Party : PAN-AABFE6729P Evershine Developers

Bank Scroll No : 101  
Bank Scroll Date : 25/10/2021  
RBI Credit Date : 25/10/2021  
Mobile Number : 919823412541



### Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(IS)-350-15197	0004259292202122	22/11/2021-09:13:56	IGR135	30000.00
2	(IS)-350-15197	0004259292202122	22/11/2021-09:13:56	IGR135	330000.00
Total Defacement Amount					3,60,000.00



वसई - ३
दस्त क्र. १५१८०/२०२१
५/१२

Rahul Bamane

R.S. Naik

Mudhan

Rachna K. Kudhane

**AGREEMENT FOR SALE**

Agreement For Sale made at Virar this 27<sup>th</sup> day of October, in the year Two Thousand and Twenty One.

**BETWEEN**

**Messrs. Evershine Developers**, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at 215, Veena Beena Shopping Centre, Second Floor, Guru Nanak Road, Bandra (West), Mumbai - 400050 hereinafter referred to as "**Promoter**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include part from time to time of the said Firm and the heirs, executors and administrators (last surviving partner) of the **One Part**;

**AND**

**Mr. Rahul Atmaram Bamane and Mrs Reshma Shashikant Naik**, India, having their address at : **At Post-Adoor, Fontkhalwadi, Adoor, Ratnagiri, Maharashtra-415705** hereinafter referred to as the "**Allottee/s**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in the case of a/an: (i) individual or individuals, his, her or their respective heirs, legal representatives, executors, administrators, successors and permitted assigns, of the **Other Part**.

The Promoter and the Allottee/s are hereinafter, wherever the context may so require, individually referred to as "**Party**", and collectively referred as "**Parties**".



Rahul Bamane

R.S. Naik

Rachna K. Kudhane  
Mudhan

वसई - ३

दस्त क्र ५९२६ १२०२१

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**WHEREAS:**

(i). Enigma Constructions Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 702, Natraj, Junction of M. V. Road, Western Express Highway, Andheri (East) Mumbai - 400069 (hereinafter referred to as the "**Predecessor-in-title**"), and since amalgamated with Keystone Realtors Private Limited prior to the amalgamation/merger vide order dated 7<sup>th</sup> November, 2014 passed by the Hon'ble High Court, Bombay in the Company Scheme Petition No. 403 of 2014 along with Company Summons For direction No. 437 of 2014, a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at 702, Natraj, Junction of M. V. Road, Western Express Highway, Andheri (East) Mumbai 400 069 (hereinafter referred to as "**Keystone**") and the Promoter were jointly seized and possessed of, or otherwise well and sufficiently entitled, as tenants in common, in equal one-half shares, to all the contiguous pieces or parcels of freehold non-agricultural land, recently allocated New Survey Nos. 5/5/A, 5/5/B, 5/5/C, 5/5/D, 5/5/E, 5/6, 5/7 and 5/8 admeasuring approximately 8,79,581 square meters situated at Village Dongare (Dongar Pada) also known as Village Narangi, within the Registration of Sub-District of Vasai, District Thane, more particularly described in the **First Schedule** hereunder written and shown surrounded by **red coloured** boundary line on the sanctioned Lay-out Plan hereto annexed and marked **Annexure 'A'** (hereinafter collectively referred to as the "**Larger Land**"). Photocopies of the 7/12 extracts issued in respect of the Larger Land is annexed hereto and marked **Annexure 'B'**;

(ii). The Larger Lands were originally within the jurisdiction of the City and Industrial Development Corporation of Maharashtra (hereinafter referred to as "**CIDCO**"), and since 2009 they have come under the jurisdiction of the Vasai-Virar City Municipal Corporation (hereinafter referred to as the "**VVCMC**").



Certain portions of the Larger Land are reserved/earmarked under the approved development Plan of the VVCMC, i.e., for D.P. Roads and D.P. Reservations for Play Grounds, Schools, Colleges, Recreation Ground, CFCs, Market, Parking Areas, Channels, etc. as shown on the Plan hereto annexed. The aforesaid reserved portions (excluding the D. P. Roads) are (hereinafter collectively referred to as the "**Amenity Plots**"). The Amenity Plots are shown/reflected on the plan annexed hereto at **Annexure 'A'**;

(iv). Pursuant to a group housing scheme jointly evolved by Keystone and the Promoter for development of the Larger Land, a lay-out plan and building proposals were submitted to CIDCO, through their architects. In pursuance

Rahul Bhatnagar

R. S. Nair

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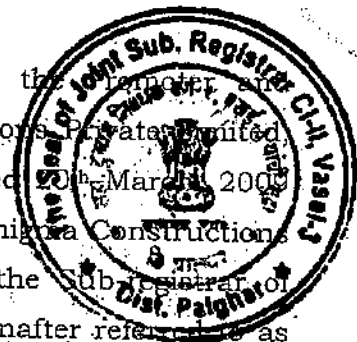
K.



वसई - ३
दस्ता क्र १५१६०/२०२२
७ १७/२२

thereof, CIDCO issued its Commencement Certificate bearing no. CIDCO/VVSR/CC/BP-3519/W/2615, dated 2<sup>nd</sup> December 2005. Thereafter CIDCO approved the plan in respect of the development of the Larger Lands vide its Approval bearing no. CIDCO/VVSR/CC/BP-3519/Layout/W/151, dated 29<sup>th</sup> January 2008 and issued 282 (two hundred and eighty-two) commencement certificates in respect thereof (hereinafter collectively referred to as the "2005/2008 Sanctioned Lay-out & Approvals");

- (v). Under the 2005/2008 Sanctioned Lay-out & Approvals, various development plan roads, footpaths lighting, street lights, footpath lights, drainage, sewerage, storm, water mains, tree plantation, recreational grounds, play grounds were earmarked and required to be developed and provided upon the Larger Land (hereinafter referred to as the "Infrastructure");
- (vi). Environmental Clearance Certificate/Approval bearing no. 21-544/2006-1A-III, dated 18<sup>th</sup> March 2007 was issued in respect of the Larger Land and the development thereof, by the Government of India, Ministry of Environment and Forests. (Hereinafter referred to as the "Environmental Clearance").
- (vii). For the smooth and orderly development thereof, the Larger Land was notionally sub-divided into fifteen (15) or more avenues, which avenues were further sub-divided from time to time (initially by the Predecessor-in-title and the Promoter, and subsequently by Keystone and the Promoter), whereby there are now approximately twenty-two (22) or more avenues identified and earmarked upon the Larger Land (hereinafter referred to as the "Aggregate Avenues"). Some of the avenues, including Avenue T' which have been sub-divided into sub-avenues;
- (viii). Pursuant to an agreement arrived at by and between the Promoter and Keystone's predecessor-in-title, that is Enigma Constructions Private Limited, the Promoter by and under the Deed of Conveyance dated 20<sup>th</sup> March 2009 made by and between the Promoter of the One Part and Enigma Constructions Private Limited of the Other Part, duly registered with the Sub-Registrar of Assurances at Vasai under Serial No. 1995 of 2009 (hereinafter referred to as the "Deed of Conveyance") conveyed to Enigma Constructions Private Limited, one-half undivided share in the Larger Land at or for the consideration and upon the terms and conditions recorded and contained therein. By and under the Joint Venture Agreement dated 20<sup>th</sup> March 2009, made by and between the Promoter of the One Part and Enigma Constructions Private Limited of the Other Part, registered with the Office of the Sub-Registrar of Assurances at Virar vide Serial no. Vasai 2/1996 / 2009 dated 21<sup>st</sup> March 2009 (hereinafter



*Rohit Bhandari*  
*R.S. Naidu*

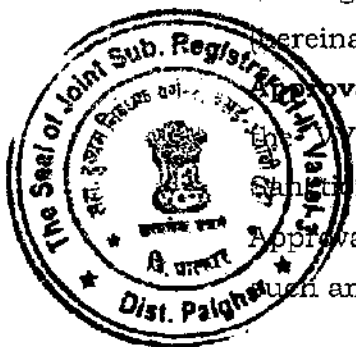
*M.*

*NC*

referred to as the "Joint Venture Agreement"), the Promoter and Enigma Constructions Private Limited agreed to jointly develop the Larger Land, *inter alia*, with a view to: (a) setting up a residential-cum-commercial Complex known as "Global City" upon the Aggregate Avenues, in a phase-wise manner (hereinafter referred to as the "Complex"), in terms of the 2005/2008 Sanctioned Lay-out & Approvals, and further revised lay-out, approvals and permissions to be sanctioned and issued from time to time, including those that are hereinafter recited and selling flats, shops and other premises on ownership basis then under the Maharashtra Ownership Flats Act, 1963, and now the Real Estate (Development And Regulation) Act, 2016, (b) apportionment in equal shares of all sale proceeds from sale of flats and other premises and other dealings with portions of the Larger Land by grant of development rights to third parties, (c) forming co-operative societies of purchasers of flats and other premises in the building and executing leases in perpetuity for a nominal rent in favour of each such societies, (d) transferring by conveyance upon the completion of the entire project the reversionary rights of the Promoter and Enigma Constructions Private Limited to an apex body to be formed, *inter alia* of co-operative societies, and (e) to collect subscription fee and contributions towards the Corpus Fund from purchasers of flats at stipulated rates therein and to deposit such amounts in designated accounts of the joint venture;

- (ix). Upon the Larger Land coming within the jurisdiction of VVCMC as successor of CIDCO, as the planning authority in respect thereof, the Predecessor-in-title and the Promoter jointly prepared and submitted, to the VVCMC, revised building proposals in respect of the development of the Larger Property/Complex, through their architect, and the VVCMC issued further Commencement Certificate bearing no. VVCMC/TP/ AM/VP-0453/084/2011-12, dated 13<sup>th</sup> September, 2011, as modified by the Commencement Certificate bearing no. VVCMC/TP/AM/VP-0453/296/2011-12, dated 31<sup>st</sup> March, 2012 hereinafter collectively referred to as the "2011/2012 Revised Lay-out & Approvals"). Subsequently, separate commencement certificates were issued by VVCMC on an avenue-wise basis, pursuant to which the 2005/2008 Sanctioned Lay-out & Approvals and the 2011/2012 Revised Lay-out & Approvals have been modified and amended, from time to time, to the extent of such amendments to lay-outs of the specific avenues;

- (x). By and under the Order dated 7<sup>th</sup> November 2014, passed in Company Petition Nos. 403 to 411 in the Hon'ble Bombay High Court, the Predecessor-in-title was duly amalgamated with Keystone, whereby all assets, properties, liabilities and obligations of the Predecessor-in-title including its one-half undivided share, right, title and interest in the Larger Land vested absolutely and exclusively in Keystone in the manner as stated therein;



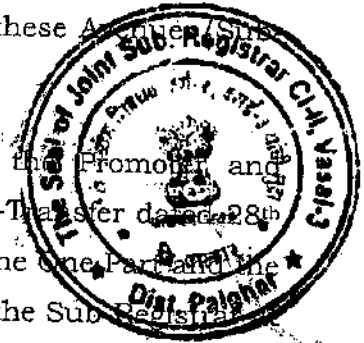
Rahul Bamane  
R. S. Naik

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वसई - ३
दस्ता क्र ११९००/२०२२
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- (xi). The herein before recited Environmental Certificate, duly validated subsequently, the commencement certificates and the other approvals obtained till date are hereinafter collectively referred to as the "Approvals, Sanctions and Permissions";
- (xii). The entire Larger Land bears one Survey Number and has not been and will not be subdivided and consequently, a transferable and assignable lease in perpetuity at a nominal annual lease rent of Re.1/- (Rupee One Only) per annum will be executed by the Promoter of the portions of the Avenue 'I-1' described in the Second Schedule hereunder and the conveyance will be executed by the Promoter of the residential building/s constructed thereon with appurtenant area/s around each such residential building not less than 6 meters in width in favour of each Co-operative Housing Societies formed of purchasers of flats, shops and other premises in such residential building under the Maharashtra Co-operative Societies Act, 1960.
- (xiii). Pursuant to the Joint Venture Agreement, Rustomjee Evershine Joint Ventures have constructed buildings on Avenues G, H, J and M and sold flats, shops and other premises on ownership basis under MOFA, and have in the past about eight (8) years executed several development agreements in favour of Developers in respect of certain Avenues or Sub-Avenues granting irrevocable development rights to each of them pursuant to which development of these Avenues have either been completed or in progress.
- (xiv). Pursuant to an agreement arrived at by and between the Promoter and Keystone, Keystone by and under the Deed of Release-cum-Transfer dated 28th day of March, 2018, made by and between the Keystone of the One Part and the Promoter of the Other Part and registered with the Office of the Sub-Registrar Vasai-2 under Serial no. 3156 of 2018 (hereinafter referred to as the "Release-cum-Transfer"), has irrevocably released, granted and transferred unto the Promoter its entire one-half undivided share, right, title and interest, in and to the said Avenue 'I-1' (being a portion of the Larger Land) admeasuring approximately 32,810 square meters and more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as the "Project Land") in accordance with the terms and conditions of the said Release-cum-Transfer.
- (xv). Pursuant to the Release-cum-Transfer, the Promoter was entitled to utilize its existing FSI of 3,79,221 square feet belonging to the Promoter itself alongwith the additional FSI of 3,79,221 square feet arising from Keystone's entire one-half undivided share, right, title and interest in the said Avenue 'I-1'. However



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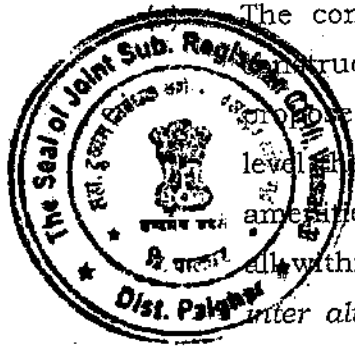
the same was inadvertently not mentioned in the aforementioned Release-cum-Transfer.

(xvi). Pursuant to which, by and under the Deed of Rectification dated 10<sup>th</sup> September, 2020, made by and between Keystone of the One Part and the Promoter of the Other Part and registered with the Office of the Sub-Registrar of Assurances at Vasai-5 under Serial no. 3530 of 2020 (hereinafter referred to as the "Deed of Rectification"), the parties therein irrevocably confirmed that the Promoter was entitled to utilize in addition to the FSI referred to in the Release-cum-Transfer, the existing FSI of 3,79,221 square feet (Built-up-Area) belonging to the Promoter itself. Accordingly, wherever the term "maximum utility of 3,79,221 square feet FSI (Built-up-Area)" appeared in the Release-cum-Transfer is now replaced with "maximum utility of 7,58,442 square feet (Built-up-Area)" as if the FSI of "7,58,442 square feet (Built-up-Area)" had been incorporated therein from the outset.

(xvii). By and under Indenture of Mortgage cum Charge dated 7<sup>th</sup> September, 2021 (hereinafter referred to as the "2021 Mortgage"), executed by and between the Promoter as the "Security Providers/Mortgagors" and Bajaj Housing Finance Limited as the "Lender/Secured Party" (hereinafter referred to as the "Lender"), registered in the Office of the Sub-Registrar of Assurances at Vasai-3 bearing Serial no. 11733 of 2021, the Promoter has availed of a credit facility amounting to Rs.87,50,00,000/- (Rupees Eighty-seven Crores Fifty Lakhs Only), and in lieu of which the Promoter has securitized such credit facility by creating a mortgage in favour of the Lender, by way of a first ranking and exclusive charge on : (a) the Project Land and unsold units/shops in the Project as described and mentioned therein, and, (b) charge over the present and future receivables arising out of the sold units/shops mentioned and described therein.

(xviii). The Promoter intends to develop and construct the Project known as 'Evershine Amavi 303' (hereinafter referred to as the "Project") on the Project Land in phases, which *inter alia*, involves:

The construction of residential buildings/wings to be developed and constructed, in phases, upon the Project Land, all or any of them, to be up to fourteen (14) upper floors above the ground floor level thereof (hereinafter referred to as the "Buildings"), with the areas, amenities and facilities to be developed upon the Project Land in phases, all within the Project Land which are intended for the common use of, *inter alia*, the allottee/s, purchaser/s, owner/s and occupant/s, from time to time of flats and premises, and more particularly described in Part A of the Statement annexed hereto and marked Annexure 'C'



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(hereinafter referred to as the "Common Areas & Amenities"), by utilization of such part of the entire Compensatory Floor Space Index (hereinafter referred to as the "FSI"), Transferable Development Rights, and/or any other rights, benefits and/or any floating rights of any nature whatsoever, and by whatever name called, including fungible FSI, that is, or may be, available, or acquired, under any Applicable Law (defined hereinafter), or otherwise howsoever, including by way of hand over and/or transfer, to any governmental authority or persons, of any or all of the Amenity Plots or any part/s of the Larger Land (hereinafter referred to as the "Development Potential") as the Promoter deems fit, in its sole discretion. Each of the Buildings shall include staircases, lifts and common passages on each floor/level thereof, fire-fighting systems, refuge areas, garbage disposal areas, and certain areas within each of the Buildings (hereinafter referred to as the "Layout Amenities"). Limited Common Areas & Amenities shall always exclude Common Areas & Amenities, parking spaces, and independent areas and utility areas in the Project. The Limited Common Areas & Amenities in respect of the Buildings are more particularly described in Part B of the Statement annexed hereto at **Annexure 'C'**; and,

- (b). The allotments and sales, by the Promoter of the flats and premises in the Building/s, on an "ownership basis" under the applicable provisions, from time to time, of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "MOFA") (as applicable) and the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA"), and / or the grant of leases, tenancies, licenses and other alienation or disposed of such flats and premises as the Promoter deems fit, in its sole discretion.



(xix). In respect of the Project:

- (a). The Promoter has appointed M/s. Divyesh Shah Architects, registered with the council of architects, (hereinafter referred to as the "Project Architect") and structural engineer, M/s. Shanghvi & Associates Consultants Private Limited in respect of the design and execution of the Project (hereinafter referred to as the "Project Engineer"). The Promoter shall have the right to remove and substitute the Project Architect and/or Project Engineer and has accepted their professional supervision till the completion of the Project.

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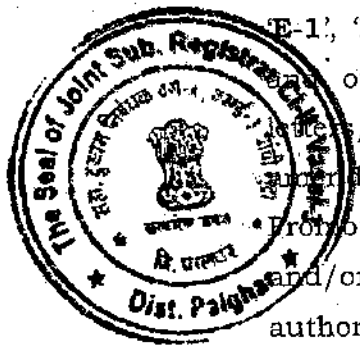
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(b). The Promoter has obtained the Certificate of Title dated 14<sup>th</sup> October, 2021 issued by M/s. M. T. Miskita and Company, Advocates and Solicitors certifying the title of the Promoter to the Project Land (including the rights to develop the same), a copy whereof is annexed hereto and marked as **Annexure D**.

(c). The Promoter has obtained, and is in the process of being obtained, and is to obtain, all approvals, permissions, sanctions, licenses, and no objection certificates/letters, by whatever name called, under Applicable Law (defined hereinafter), as the Promoter may consider necessary and expedient, and/or as required by any governmental authority, inter alia, in relation to the development of the Project, and/or, *inter alia*, in relation to the Project Land, or any part thereof, and includes specifically: (1) the current lay-out plan (hereinafter referred to as "Plan") and the Building Plan in respect of the Larger Land approved by the CIDCO, (2) the current Development Permission (hereinafter referred to as the "Development Permission"), (3) the current Commencement Certificate bearing no. VVCMC/TP/RDP/VP-0453/59/2019-20 dated 31st July 2019 together with Commencement Certificates bearing no. VVCMC/TP/RDP/VP-0453/81/2018-19 dated 16<sup>th</sup> July 2018 (hereinafter referred to as the "Commencement Certificate") issued by CIDCO/ VVCMC/ Planning Authority in respect of the Project, and (4) Environmental Clearance Certificate bearing No. 21-544/2006-1A-III dated 13<sup>th</sup> March, 2007 of the Union Ministry of Environment and Forests, Government of India, in respect of the Project Land in accordance with Environment Impact Assessment Notification S. O. (E), dated 27<sup>th</sup> January, 1994 read with the Amendment notified on 7<sup>th</sup> July, 2004 vide Notification S. C. 801(E). Hereinafter the revised Environment Certificate was issued on 12<sup>th</sup> October 2017 vide Notification no. F. No. 21/186/2017-IA-III (hereinafter referred to as the "GOI Environmental Certificate") copies whereof are annexed hereto and marked **Annexure**



'E-1', 'E-2' and 'E-3', respectively, and GOI Environmental Certificates other approvals, permissions, sanctions, licenses, no objection certificates/certificates, and together with renewals, extensions, revisions, amendments and modifications thereof, from time to time, as the Promoter may consider necessary and expedient, in their discretion, and/or as required by the CIDCO/VVCMC, and/or any governmental authorities (hereinafter collectively referred to as the "Approvals").

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(xx). The Promoter intends to develop Project Land in phases as follows:

- (a). Phase-1-development and construction of buildings identified as "Building Nos. 14 to 23" including the Limited Common Areas & Amenities attached thereto upon part/portion of the Project Land (hereinafter referred to as the said "Phase-1 Buildings");

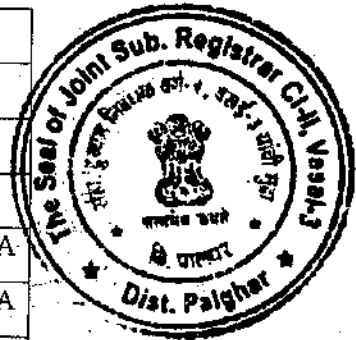
EVERSHINE AMAVI 303 Phase-1	14	TI1A
	15	TI1A
	16	TI1A
	17	YI1A
	18	YI1A
	19	YI1B
	20	YI1B
	21	RSI1A
	22	RSI1A
	23	RSI1A

- (b). Phase-2- development and construction of buildings identified as "Building Nos. 10 to 13" including the Limited Common Areas & Amenities attached thereto upon part/portion of the Project Land (hereinafter referred to as the said "Phase-2 Buildings");

EVERSHINE AMAVI 303 Phase-2	10	YI1A
	11	YI1A
	12	YI2A
	13	YI1A

- (c). And Phase-3- development and construction of a building identified as "Building Nos. 6 to 9 and 24 to 26" including the Limited Common Areas & Amenities attached thereto upon part/portion of the Project Land (hereinafter referred to as the said "Phase-3 Buildings").

EVERSHINE AMAVI 303 Phase-3	6	TI1
	7	TI2
	8	TI1
	9	TI1
	24	RSI1A
	25	RSI1A
	26	RSI1A



As per Approvals) including the Limited Common Areas & Amenities attached thereto upon part/portion of the Project Land (hereinafter referred to as the said "Phase-1, Phase-2, Phase-3 Buildings");

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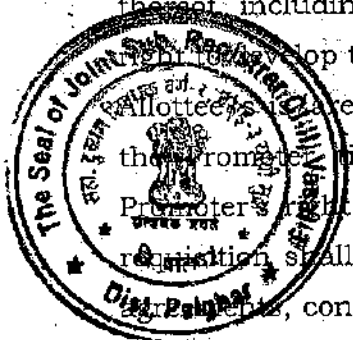
(xxi). The development and construction of the said Phase-1 Buildings, Phase-2 Buildings and Phase-3 Buildings have been registered as separate phases, under RERA and the following registrations have been obtained there under in respect thereof:

- (i). Phase-1 Buildings – registration no. P99000024780;
- (ii). Phase-2 Buildings – registration no. P99000024860; and
- (iii). Phase-3 Buildings – registration no. P99000024753.

Copies of the aforesaid registration certificates are annexed hereto and collectively marked **Annexure 'F'**.

(xxii). The subject matter of this Agreement is an agreement to allot and sell an apartment in Phase -1 Buildings.

(xxiii). The Allottee/s has/have approached, and applied to, the Promoter for allotment to the Allottee/s, of the residential flat bearing flat no. **1002** admeasuring **56.84** sq. mtrs. carpet area (RERA) along with enclosed balcony on **10<sup>th</sup>** floor of said Building No. **19** of **Evershine Amavi 303 Phase-1** (hereinafter referred to as the "**said Building**") as shown on the typical floor plan thereof hereto annexed and marked **Annexure "G"** (hereinafter referred to as the "**Apartment**") and which is more particularly described in the **Third Schedule** hereto. In this regard, the Allottee/s has/have demanded from the Promoter, and the Promoter has given to the Allottee/s, an inspection of the documents and records relating to the Larger Land, the Project Land, and the Project, as well as all other documents specified under RERA including Approvals, Sanctions and Permissions, the current Sanctioned Plans, Building Plans, Development Permission and Commencement Certificate as required to be disclosed. The Allottee/s has/have satisfied himself/herself/ themselves /itself in respect thereof, including the title of the Promoter to the Project Land (including the same). The Promoter shall not be obliged to provide, and the Allottee/s are not entitled to require, any further investigation in respect of the Promoter's title to the Larger Land, and/or the Project Land and the Promoter's right to develop the Project Land, and no further objection and/or requisition shall be raised by the Allottee/s in respect thereof based upon the Promoter's confirmations and undertakings of and applicable to the Allottee/s herein, including to observe, perform and comply with all terms, conditions and provisions of this Agreement, the Promoter has agreed to allot and sell the Apartment to the Allottee/s, strictly upon and subject to the terms, conditions and provisions hereof.



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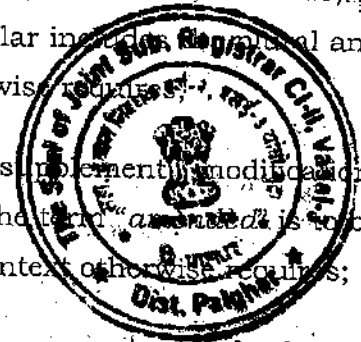
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(xxiv). The Lender has issued its No Objection dated 29<sup>th</sup> September, 2021 in favour of the Allottee/s granting its consent/permission for the allotment and sale of the Apartment, a copy whereof has been annexed hereto and marked as **Annexure 'L'**

(xxv). Under the provisions of RERA and MOFA (as applicable), the Parties are required to execute an Agreement for Sale, being this Agreement, and to register the same under the provisions of the Indian Registration Act, 1908.

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

1. The recitals, schedules and annexure's includes in and to this Agreement form an integral part of this Agreement, and in the interpretation of this Agreement and in all matters relating to the agreement herein, this Agreement shall be read and construed in its entirety.
2. In this Agreement:
  - 2.1 Unless the subject or context otherwise requires, reference to the word "include", "includes" or "including" shall be construed as without limitation;
  - 2.2 Reference to the terms "herein", "hereto", "hereof", or "thereof", and any other similar terms refer to this Agreement and not to the particular provision in which the term is used, unless the subject or context otherwise requires; reference to any one gender, masculine, feminine, or neutral, includes the other two, and the singular includes the plural and vice versa, unless the subject or context otherwise requires;
  - 2.3 Reference to an "amendment" includes a supplement, modification, novation, replacement, or re-enactment, and the term "amendment" is to be construed accordingly unless the subject or context otherwise requires;
  - 2.4 Bold typeface, headings and titles are used for convenience of reference only and shall not affect the construction of this Agreement, and/or limit, extend, or define any of the terms, conditions and provisions hereof;
  - 2.5 When any number of days is prescribed in any document, the same shall be reckoned exclusively of the first and inclusively of the last day;
  - 2.6 Wherever the Allottee/s has/have confirmed, and/or accepted, and/or acknowledged, and/or agreed to, and/or given any undertaking in respect of, any act, deed, matter, thing, item, action, or term or provision



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of this Agreement, the same means, and shall be deemed to mean, the irrevocable and unconditional confirmation, acceptance, acknowledgement, agreement, undertaking, declaration, representation and warranty on the part of the Allottee/s, in respect of, and/or in relation, to such act, deed, matter, thing, item, action, or provision;

- 2.7 Wherever reference is made to the "discretion of the Promoter", or "Promoter's discretion", and any grammatical variations thereof, the same means, and shall be deemed to mean, the sole, absolute and unfettered discretion of the Promoter, which irrevocably binds the Allottee/s and all other concerned persons, and which shall not be called into question, and/or challenged, and/or disputed in any manner, on any grounds whatsoever, by the Allottee/s and all concerned persons;
- 2.8 Wherever reference is made to the "entitlement" of the Promoter, and/or the Promoter being "entitled", and any grammatical variations thereof, the same means, and shall be deemed to mean, the full complete, absolute, exclusive and unfettered entitlement and liberty of the Promoter in its sole discretion, over, and/or in relation, to the act, deed, matter, or thing in question;
- 2.9 Time is of the essence in respect of the performance by the Allottee/s of all his/her/their/its obligations, including financial obligations. If any time period specified herein is extended in writing by the Promoter in its discretion, such extended time period shall also be of the essence;
- 2.10 All payments under this Agreement shall be paid by the Allottee/s on or before the due dates for payment thereof, and/or as demanded by the Promoter, without any delay, demur, default, dispute, or deduction, whatsoever;
- 2.11 References to recitals, clauses, schedules and annexures shall be reference to the recitals, clauses, schedules and annexures contained in, or annexed to, this Agreement, as the case may be;



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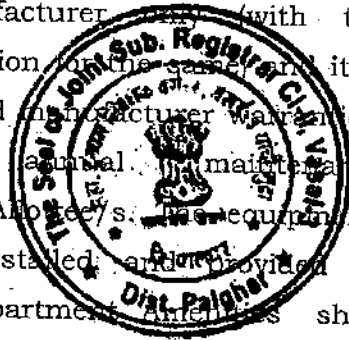
3. **ALLOTMENT & SALE**

3.1 Subject to and upon the terms, conditions and provisions hereof, including payment by the Allottee/s of all amounts, charges, deposits, interest, damages, liabilities, contributions including fund contributions and corpus, etc., including the Purchase Price (defined hereinafter), paid by the Allottee/s herein and in relation to, and/or in pursuance of, the agreement for allotment and sale herein, the Promoter hereby agrees to allot and sell to the Allottee/s, and the Allottee/s hereby agree/s to purchase and acquire from the Promoter, the Apartment, on what is commonly known as "ownership basis" in terms of RERA and MOFA (as applicable).

3.2 **Apartment Amenities**

3.2.1 The Promoter has installed and/or provided the amenities, fixtures and fittings in the Apartment, as listed in the Statement annexed hereto at **Annexure 'H'** (hereinafter referred to as the "**Apartment Amenities**"). The Allottee/s hereby agree/s, declare/s and confirm/s that save and except the Apartment Amenities, the Promoter is not be liable, required and /or obligated to provide any other fixtures or fittings in the Apartment.

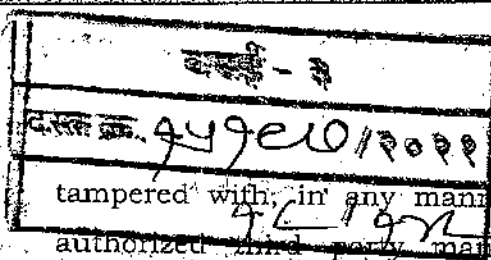
3.2.2 The Allottee/s has/have been informed and is/are aware that the warranties of equipment, appliances and electronic items installed in the Apartment by the Promoter is as per the standard warranties provided by the manufacturer only and accordingly any defect in such equipment, appliances and electronic items, and / or the installation thereof, shall be rectified in accordance with the warranties provided by the system/equipment installer/ manufacturer (with the Promoter having no liability or obligation for the same) it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non-comprehensive annual maintenance contracts shall be obtained by the Allottee/s for equipment, appliances and electronic items installed and provided in respect of and forming a part of the Apartment. Such contracts shall be maintained, serviced and repaired by third party manufacturers, suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if such equipment, appliances and electronic items are maintained, serviced and repaired, and/or



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tampered with, in any manner by any person other than the authorized third party manufacturers, suppliers, dealers or maintenance providers, then the warranties in respect thereof shall be rendered void. The Promoter shall never be held liable or responsible in respect thereof.

### 3.3 Common Areas & Amenities

3.3.1 The nature, extent and description of the Common Areas & Amenities and Limited Common Areas & Amenities comprised in the Project are set forth in Part A and Part B respectively of the Statement annexed hereto at Annexure 'C'.

3.3.2 The Allottee/s has/have been informed and is/are aware that the warranties of plant, machinery, equipment, appliances and electronic items installed by the Promoter in the Project are as per the standard warranties provided by the manufacturer only, and accordingly any defect in such plant, machinery, equipment, appliances and electronic items, and/or the installation thereof, shall be rectified in accordance with the warranties provided by the system/equipment installer/manufacturer only (with the Promoter having no liability or obligation for the same), and it is agreed and acknowledge that, beyond manufacturer warranties, comprehensive/non comprehensive annual maintenance contracts shall be obtained by the Entities & Organizations (defined hereinafter) or Apex Body (defined hereinafter) (as the case may be). The equipment, machinery and various other facilities which form a part of the Common Areas & Amenities and Limited Common Areas & Amenities shall be maintained, serviced and repaired by third party manufacturers, suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc. If any equipment, machinery and various other facilities is maintained, serviced, repaired and/or tampered with, in any manner, by any person other than the authorized third party manufacturer, supplier, dealer or maintenance provider, then the warranty in respect thereof shall be rendered void. The Promoter shall never be held liable or responsible in respect thereof.



### 4. PURCHASE PRICE

4.1 The Allottee/s agree/s and undertake/s to pay to the Promoter, the agreed entire purchase price and consideration as stated in **Annexure 'I'**

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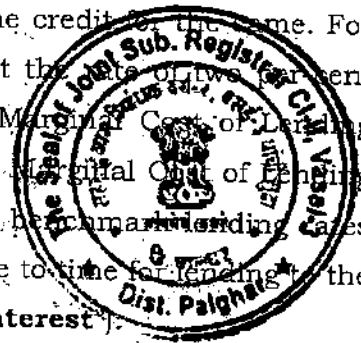
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hereto (hereinafter referred to as the "Purchase Price") in instalments, strictly in accordance with the schedule of payment set out in the Statement annexed hereto and marked **Annexure 'I'**, and in terms of and subject to the terms and provisions of this Clause (4), or within fifteen (15) Days from the date of a written demand being made by the Promoter, as directed by it.

4.2 All payments shall be made by cheques, and/or pay orders, and/or demand drafts, drawn in favour of "**Evershine Amavi 303 Phase-1 Collection A/c**", or if directed by the Promoter, in its discretion, by direct bank transfer/RTGS deposited by the Allottee/s in the Promoter's Bank Account, along with the applicable Taxes (defined hereinafter) subject to deduction of applicable Tax Deducted at Source (hereinafter referred to as the "**TDS**"). As per the Income Tax Act, 1961, TDS is presently 1% (one per cent) of all amounts to be paid to the "transferor", that is, in the present case, to the Promoter (in instalments or otherwise), which TDS shall be deducted by the Allottee/s at the time of making payments and remitted in government account in accordance with the provisions of Income Tax Act, 1961. The Allottee/s agree/s and undertake/s to deliver to the Promoter original TDS Certificate, by the expiry of seven (7) Days from the date of each payment of TDS made by the Allottee/s, and/or before the end of the respective Financial Year in which all payments of TDS would have had been made, whichever is earlier. Without prejudice to non-payment of TDS, and/or the non-delivery of TDS certificates as aforesaid, being an event of default, the Allottee/s shall be liable to deposit with the Promoter, an amount equivalent to the unpaid TDS, on or before the Possession Date (defined hereinafter) which amount shall be refunded after deducting Interest (defined hereinafter) there from in respect of for the period of delay in payment of TDS by the Allottee/s to the Government and producing the TDS Certificates and the Promoter receiving the credit of the same. For this Agreement, Interest shall be calculated at the rate of two per cent (2%) above the State Bank of India highest Marginal Cost of Lending Rate; provided in case the State Bank of India Marginal Cost of Lending Rate is not in use then interest shall be such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public (hereinafter referred to as the "**Interest**").

4.3 The Allottee/s is/are aware and acknowledges that the Purchase Price has been accepted by the Promoter, on the specific agreement and confirmation of the Allottee/s that the Purchase Price shall be free of escalation other than escalation/increases, (i) on account of escalation/



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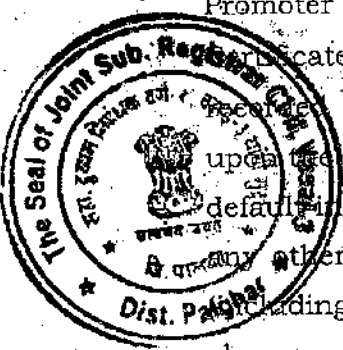
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increase in development charges payable to the governmental authorities and/or any other increase in charges which have or may be levied or imposed by any governmental authorities, from time to time (ii) on account of escalation/increase in construction/ development/ project costs pursuant to change/ amendment in statute or laws, rules, regulations, policies or enactment of new legislation or new laws, government notification, adverse court orders, change or increase in the premium, cess, levies. The Promoter shall consequently be entitled to an increase in the Purchase Price proportionate to the extent of such escalations/increases. Such additional Purchase Price shall be determined by the Promoter and shall be due and payable on or before the Possession Date (defined hereinafter) apportioned equally between the (unpaid) balance installments of the Purchase Price and payable along with the same without any recourse or objection.

4.4 The Allottee/s further confirm/s that it has willingly paid the earnest money/deposit as stated in the **Annexure 'I'** (hereinafter referred to as the "**Booking Amount**") and other installments of the Purchase Price to the Promoter on or prior to the execution of this Agreement.

4.5 The Allottee/s shall pay all the amounts payable under this Agreement on the due dates without fail and without any delay or default, time for payment of each of the aforesaid installments time being of the essence of the contract. The Promoter will forward to the Allottee/s intimation of the Promoter having carried out the aforesaid work at the address recorded in this Agreement and the Allottee/s will be bound to pay the amount of installment within eight (8) Days of the Promoter dispatching such intimation under Certificate of Posting or by Courier. The Promoter will keep the Certificate of Project Architects confirming that the Promoter has completed item/s of work/s mentioned therein and the



Certificate will be open for inspection by the Allottee/s at the site office in these presents. The Certificate shall be final and binding upon the Allottee/s. It is further agreed that on the Allottee/s committing default in payment of any of the installments on the Purchase Price or of any other amounts under these presents on their respective due dates including his/her/their proportionate share of taxes, rates, cesses, other charges, betterment charges, development charges and all other outgoings) the Promoter shall be entitled at its option to terminate this Agreement PROVIDED ALWAYS THAT the power to terminate herein contained shall be exercised by the Promoter after giving the Allottee/s fifteen (15) Days prior notice (in writing) of its intention to terminate this Agreement and specifying therein the breach or default of the terms and

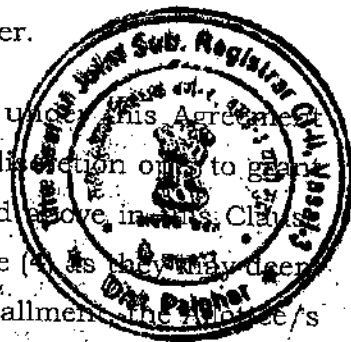
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conditions on account of which the Promoter intends to terminate this Agreement, and should the Allottee/s fail to rectify the default or breach within the stipulated period of fifteen (15) Days from the date of receipt of such notice from the Allottee/s. It is further agreed that upon termination of this Agreement as stated herein the Promoter shall refund the installments of the Purchase Price paid till then by the Allottee/s to the Promoter after deducting therefrom: (i) the Booking Amount, (ii) Tax Liabilities paid and/or due and payable by Allottee/s in respect of Apartment, (iii) brokerage amount paid by the Promoter (if any) and (iv) the amount of Interest payable by the Allottee/s to the Promoter in terms of this Agreement from the date of default in payment till payment and/or realization by the Promoter as stated herein and thereupon these presents shall stand cancelled and terminated and the Allottee/s shall have no claim, right over the Booking Amount or the Apartment. Upon such termination, the Promoter may, in its discretion, require the Allottee/s, as a condition precedent to the aforesaid refund/payments to execute and register a Deed of Cancellation recording such termination and cancellation of this Agreement. The Allottee/s shall not claim any interest upon such amount/s so refunded upon such termination of this Agreement. The Promoter shall be at liberty to dispose off and sell the Apartment to such person or persons at such price and on such conditions as the Promoter may deem and think fit in its absolute discretion. The Allottee/s also agree/s that the payment and delivery of the said refund by Account Payee Cheque to the Allottee/s at the address given by the Allottee/s in these presents, (whether the Allottee/s encashes the Cheque/s or not), shall be deemed to be a refund of the amounts so required to be refunded by the Promoter.

- 4.6 Without prejudice to the Promoter's other rights under this Agreement and/or law, in the event the Promoter in its sole discretion offers to grant grace period to the extent of the period mentioned above in Clause (4) or beyond the period mentioned above in Clause (4) as the Promoter deems fit to the Allottee/s for payment of the unpaid installments, the Allottee/s shall be liable, and hereby agree to pay Interest on all amounts remaining unpaid for seven (7) Days or more after becoming due and payable by the Allottee/s under the Agreement. The Allottee/s shall, in addition to the Purchase Price, be liable to bear, pay and discharge, no later than seven (7) Days from a demand being made by the Promoter in that regard, but in any event no later than fifteen (15) Days from the Possession Date, the Other Charges & Deposits (defined hereinafter). Notwithstanding anything to the contrary herein, the Allottee/s hereby



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agree/s and undertake/s that the Promoter shall always have first lien and charge over the Apartment in respect of, and to secure, the payments including Interest due and payable by the Allottee/s to the Promoter under this Agreement, and accordingly, without prejudice, the Allottee/s irrevocable obligation and liability to make payment thereof, any mortgage, charge, security interest, etc., created over, and/or in respect of the Apartment shall always be subject to the Promoter's aforesaid first lien and charge, and subject to all the Promoter's rights, powers and entitlements under this Agreement. .

4.7 It is expressly agreed that the Allottee/s shall, in addition to the Purchase Price, be liable to bear, pay and discharge, no later than eight (8) Days after a demand being made by the Promoter in that regard, but in any event prior to the date on delivery of the possession of the Apartment, the under mentioned amounts to the Promoter (hereinafter referred to as the "Other Charges & Deposits").

4.7.1 **Rs. 600/-** (Rupees Six Hundred Only) towards non-refundable deposit for share money/application/entrance fee of the Entities & Organizations (defined hereinafter).

4.7.2 **Rs.5,000/-** (Rupees Five Thousand Only) towards non refundable deposit for formation and registration of the Entities & Organisations (defined hereinafter).

4.7.3 **Rs.10,000/-** (Rupees Ten Thousand Only) towards non refundable legal charges.

4.7.4 **Rs.25,000/-** (Rupees Twenty Five Thousand Only) towards non refundable deposit towards installation of transformer & electric meter.

4.7.5 **Rs.20,000/-** (Rupees Twenty Thousand Only) towards non refundable deposit towards installation of water meter.

4.7.6 **Rs.1,68,253/-** (Rupees One Lakh Sixty Eight Thousand Two Hundred Fifty Three Only) towards non refundable development charges.



4.7.7 **Rs.88,104/-** (Rupees Eighty Eight Thousand One Hundred Four Only) towards Twenty Four (24) months Ad-hoc maintenance charges.

4.7.8 **Rs.50,000/-** (Rupees Fifty Thousand Only) towards Club House membership fee.

4.7.9 **Rs.30,592/-** (Rupees Thirty Thousand Five Hundred Ninety Two Only) towards Corpus Fund.

4.7.10 Proportionate share of taxes as and when applicable.

*Rohit Bamani*  
*R.S.Naidu*

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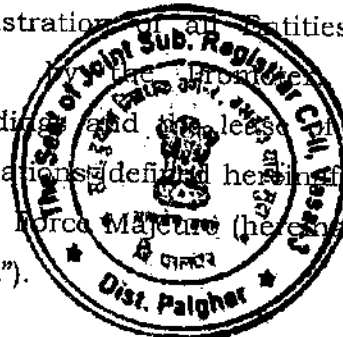
- 4.7.11 Property Tax Charges as and when applicable.
- 4.7.12 GST on flat cost and Other Charges & Deposits as and when applicable.
- 4.7.13 GST 18%, on Ad-hoc Maintenance and Club Charges as and when applicable.
- 4.8 Time as to payments of all amounts, charges, deposits, Interest, installments of Purchase Price payable by the Allottee/s to the Promoter under this Agreement shall be of the essence of this Agreement.

5. **DEVELOPMENT: PROMOTER'S RIGHTS & ENTITLEMENTS:**

In addition to rights, entitlements, powers, authorities and discretions of the Promoter, and the information and disclosures referred to contained and made elsewhere in this Agreement, the Promoter has informed, and put the Allottee/s to notice, of the following matters and the Allottee/s agrees to and accepts the same, inter alia, on the basis and strength of which the Promoter has entered into this Agreement:

5.1 **Project:**

5.1.1 The development of the Project Land and/or the said Project shall be considered to be complete only on completion of the construction of all Buildings on the said Project Land by consuming the said part/portion entire Development Potential, as the Promoter deems fit in its discretion. The full completion, as determined by the Promoter in its discretion, of all phases of the Project is and includes: (i) completion of the entire construction of the Buildings, the Common Areas & Amenities and Limited Common Areas & Amenities, (ii) receipt of all sanctions and Approvals contemplated by the Promoter in respect of all phases of the Project, (iii) formation and registration of all Entities & Organizations (defined hereinafter) by the Promoter, (iv) conveyance and transfer of the Buildings and the lease on the Project Land to the Entities & Organizations (defined hereinafter), in terms of this Agreement, subject to Force Majeure (hereinafter referred to as the "Project Completion").



5.1.2 With respect to the Development Potential contemplated to be utilized by the Promoter in the Project, if, either prior to Project Completion, or thereafter, any FSI, TDR, DR. or other development potential, of whatsoever nature or by whatever name called arises, and/or becomes available, and/or may be loaded or utilized upon,

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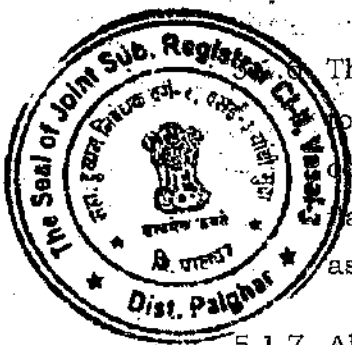
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and/or in respect of the larger Land, and/or any part of the Project Land, which may for better and beneficial planning, and/or for convenience at the Promoter's discretion, form a part of the Development Potential, and be utilized in any of the other projects to be developed, from time to time, as separate projects and/or as phases of separate projects, on various parts of Larger Land as determined by the Promoter, of building/s and structure/s, including for residential, commercial, retail, and recreational, user/s (hereinafter referred to as the "Other Projects"), then in such case the Promoter shall be entitled to prepare, and have sanctioned, such plans in respect thereof, and obtain any Approvals in respect thereof. There shall be no change in the planning of the Project and the Apartment by virtue thereof; and,

5.1.3 The Allottee/s confirm/s and acknowledge/s that all Other Projects and/or the plans, layout plans, Approvals etc. in respect thereof, being implemented, or to be implemented in future are not the subject matter of this Agreement and there shall be no right, entitlement, or interest of any allottee/s in respect thereof;

5.1.4 Governmental authorities has/have set out, and may set out, any terms, conditions and restrictions which may apply to, and have to be complied with, by the Promoter, and/or the purchasers and allottee/s of Apartment in the Project;

5.1.5 The Promoter shall, until Project Completion, be and remain exclusive owner and holder and shall have, entire right, title, interest, benefit, claim and demand in respect of the Project, including all flats and premises therein, and all the Development Potential so utilized therein; and the Allottee/s interest being solely limited to the Apartment;



The Promoter have the right, in their discretion, to receive, collect for themselves, appropriate, apply and utilize the entire consideration/purchase price received from the allottee/s of the flats/premises in the Project in such manner and to such extent as the Promoter, in its discretion deem fit.

5.1.7 All purchaser/s and allottee/s, from time to time, of flats and premises in phases of the Project, shall be and be deemed to be on the same footing, and have and shall always have the same rights, interests and entitlements as all the other (including initial)

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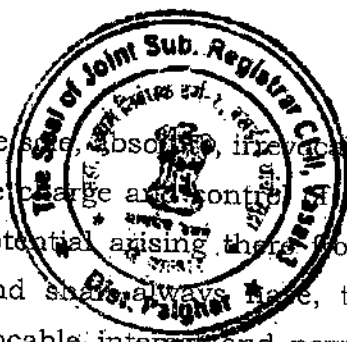
allottee/s and purchasers of the flats and premises planned from time to time in respect of phases of the Project, they shall be admitted as members of the relevant Entities & Organizations (defined hereinafter) and as a result thereof there may be a modification and variation to the undivided share appertaining to the Apartment in the Common Areas & Amenities and the Limited Common Areas & Amenities. All purchaser/s and allottee/s shall be admitted as and made members thereof;

5.1.8 The Promoter may, for the purpose of clarity, and/or for maintaining correctness thereof, and/or to comply with Applicable Law (defined hereinafter), alter the terms and conditions of any agreements for allotment and sales, in respect of flats and premises in the said Buildings.

5.1.9 No persons or parties, including the Entities & Organizations (defined hereinafter) in respect of the Project shall be involved in, or be entitled to interfere, obstruct or in any manner deal with any matters relating to the Other Projects and/or the Larger Land and/or the utilization and/or the dealing with the Development Potential, or any part/s thereof. The Entities & Organizations (defined hereinafter) to be formed in respect of the Project, the Apex Body (defined hereinafter), and all other entities, organizations, federations, etc, formed in respect of the Larger Land, by the Promoter, shall each strictly function within the frame work of their respective constitutions as framed, from time to time, by the Promoter.

5.2 **General :**

5.2.1 The Promoter is and shall always be the sole, absolute, irrevocable and complete owner, holder and in the charge and control of the Project Land and the Development Potential arising therefrom, and every part thereof, and have, and shall always have, the entire, exclusive overriding, and irrevocable interest and power, entitlement and authority to develop, from time to time, in a phased manner, over such period of time, and in such sequence or order (the same being dynamic in nature) all projects and/or phases of projects upon the Project Land, including by submitting any part/s or portions thereof, under any Applicable Law (defined hereinafter) and by dealing with, distributing, apportioning, utilizing and transferring, the Development Potential, in such



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manner, to such extent, and at such intervals, as it deems fit, in its sole discretion, upon any part/s or portion/s of the Project Land; to the end and intent that the Project Land is fully and completely developed to the maximum and complete extent possible and feasible.

5.2.2 Without prejudice to the generality of the foregoing provision, the Promoter may in its discretion, inter alia, be entitled to:

5.2.2.1 Club, amalgamate, or sub-divide any parts or portion of the Project Land, and/or any adjoining lands, into one layout, and/or separate, or combined layout/s, and/or in respect of any projects, including Other Projects, and to do, execute and perform all acts, deeds, matters and things in relation thereto;

5.2.2.2 Designate, allocate, reserve and/or relocate, realign, modify, and amend from time to time, any common areas, amenities, infrastructure facilities, shared services, open spaces, parking spaces, gardens, recreational facilities, internal roads, entrances and accesses, in respect of all the projects, upon the Project Land, including any phases thereof, and the Other Projects, including in pursuance of Applicable Law (defined hereinafter), and/or by virtue of any Approvals, and/or as may be required by the governmental authorities;

5.2.2.3 Direct, designate, hold and control all infrastructure facilities, including public space advertising and all promotional signage, hoarding, and all other nature of signage whatsoever, and designate and allocate any flat and premises, areas, and spaces, upon or in the Project Land to any persons, including third party service providers, and/or their affiliates, for the purpose of facilitating the provision and proper maintenance of utility services including without limitation, electricity, water and telecommunication related services;

5.2.2.4 Allot and/or grant on lease or otherwise howsoever any areas or spaces therein (including in respect of the Project, and/or any phases thereof) to the



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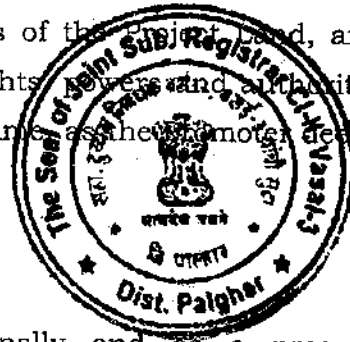
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Maharashtra State Electricity Distribution Company Ltd (MSEDCL) or any governmental authorities, utility service providers for the purpose of installing power sub-stations with a view to service the electricity requirement of the Project Land, or any part thereof and/or any neighboring areas;

5.2.2.5 Hand over and/or transfer any part/s or portion/s of the Project Land, to any persons, parties, government, or statutory authorities, or bodies, with or without any development or construction thereon, in accordance with Applicable Law (defined hereinafter), and/or any Approvals, and/or develop any of the Amenity Plots and/or as the case may be, and/or develop such further or additional reservations as may be imposed or applied, in their discretion;

5.2.2.6 Continue to retain, all rights, powers, authorities, control and ownership over all undeveloped part/s and/or portion/s of the Project Land, and/or those that may be under development at such time (including all Other Projects and all unutilized Development Potential), with the irrevocable, full, complete and unfettered right, power, authority and discretion to own, hold, deal with, develop, and encumber the same, including to complete developments and ongoing developments thereof, whether as Other Projects, or otherwise howsoever. The Deed/s of Conveyance-cum-Lease (defined hereinafter) that shall be executed in favour of the Apex Body (defined hereinafter), shall exclude all such part/s and/or portion/s of the Project Land, and/or reserve the aforesaid rights, powers and authorities of the Promoter over the same as the Promoter deems fit in its discretion.



### 5.3 Allottee/s's Confirmations

The Allottee/s hereby confirm/s personally and as a prospective member/s of the applicable Entities & Organizations (defined hereinafter), as follows, which are and shall always be the essence of this Agreement, that is:

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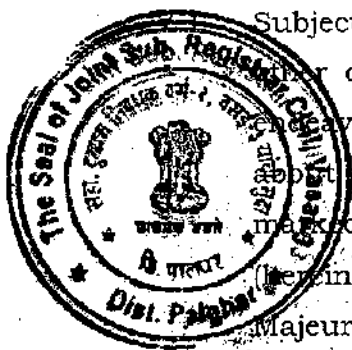
5.3.1 All the matters, and the rights, powers, authorities, discretions, and entitlements of the Promoter, as recorded and contained in this Agreement including this Clause (5), and the Promoter's intent and desire in respect of the Project Land and the development thereof;

5.3.2 Neither the Allottee/s, nor any of the Entities & Organizations (defined hereinafter) formed in respect of the Project nor the Apex Body (defined hereinafter), have, or shall ever have, any right to make, or raise, any objection to the rights, powers, authorities, discretions and entitlements of the Promoter as contained in this Agreement including this Clause (5) and no consent or permission in that regard shall be required to be obtained or given by them;

5.3.3 The Allottee/s shall not object to, hinder, obstruct or interfere with the Promoter exercising its rights and powers herein or any grounds.

6. The Allottee/s has/have agreed to acquire the said Apartment after thorough enquiries and inspection of the said Project. The Allottee/s has/have inspected the original Title Certificate dated 14<sup>th</sup> October 2021 issued by M/s. M. T. Miskita and Company, Advocates and Solicitors and is/are satisfied with the same. The Allottee/s hereby undertake/s not to raise any objection and/or requisitions to the right and title of the Promoter to the Larger Land and/or the Project Land and/or the Project.

7. POSSESSION: DEFECT RECTIFICATION



Subject to what is mentioned herein and compliance of monetary and other obligations in this regard by the Allottee/s, the Promoter shall endeavor to give possession of the said Apartment to the Allottee/s on or before the date as mentioned in the Statement annexed hereto and marked 'J' or on any further date as may be mutually agreed upon (hereinafter referred to as the "Possession Date") subject to Force Majeure;

7.2 The Promoter shall, in its discretion, address a communication (in writing) to the Allottee/s offering an inspection of the Apartment, on a specific date and time fixed by the Promoter. The Allottee/s shall thereupon be bound and liable to undertake such inspection along with the Project Architect and/or Project Engineer, and to satisfy himself/herself/ themselves/itself that the Apartment has been constructed as per the Approval and the Apartment Amenities have been

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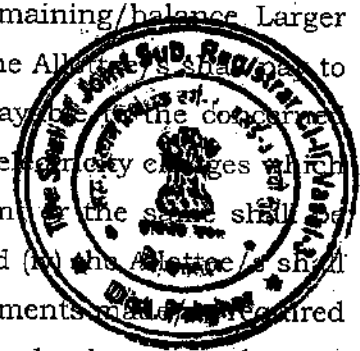
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provided as per this Agreement. The Allottee/s shall thereupon be bound and liable to undertake such inspection along with the Project Architect and/or Project Engineer, and to satisfy himself/herself/themselves/itself that the Apartment has been constructed as per the Approvals. If, during the course of such inspection, the Allottee/s points out to the Project Architect and/or Project Engineer any defects or deficiencies in respect of the Apartment, the Project Architect shall, if such objection/s raised by the Allottee/s is/are valid, enter the same, if valid, upon an inspection sheet which shall be signed by the Allottee/s and the Project Architect and/or Project Engineer. Thereupon, the Promoter shall endeavor to rectify and remedy such defects or deficiencies prior to the Possession Date. Other than the defects or deficiencies entered upon the inspection sheet, the Promoter shall not be liable to make good remedy or rectify any other defects or deficiencies noticed or pointed out by the Allottee/s at the Possession Date. Notwithstanding anything to the contrary stated hereinabove, if the Allottee/s fail/s to attend at the inspection he/she/they/it shall be deemed to have fully accepted the construction, state and condition of the Apartment and shall not be entitled to raise any objection, dispute or difference whatsoever in respect thereof.

- 7.3 The Allottee/s shall, no later than seven (7) Days prior to taking possession of the Apartment make payment of all the then balance/remaining payments/amounts payable under this Agreement and complete all formalities in respect thereof, including executing and delivering to the Promoter: (i) all writings and papers as may be necessary, including letters of possession and for electric meter, transfer forms, affidavits and other papers for formation and registration of the Entities & Organizations (defined hereinafter), (ii) a specific undertaking that the Allottee/s will not obstruct, hinder or interfere with the continuance or resumption of development of the remaining phases of the Project or with the development of the remaining/balance Larger Land and the Common Areas & Amenities; (iii) the Allottee/s shall to the Promoter all the charges and/or deposits payable to the concerned authorities or deposits for water connection and electricity charges which become payable in respect of the said Apartment for the same shall be reimbursed to the Promoter by the Allottee/s and (iv) the Allottee/s shall also pay proportionate share in respect of all payments and charges required to be made, by way of betterment charges, development charges, contributions, municipal taxes, property taxes, GST, and any other taxes in respect of the said Buildings under construction, rates, cesses, charges and any other levies demanded by any other statutory



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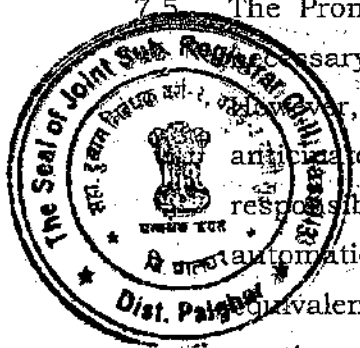
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bodies/authorities (present or future) charges imposed levied or recovered by Central and/or State Government or by any other concerned authorities as per the laws in force or those may become enforceable and payable at any time in future (prospective or retrospective) as are or may be applicable and / or payable hereunder and shall not raise any objection in respect thereof. Without prejudice to the above, the Allottee/s shall be liable to comply with all his/her/their its obligations under this Clause (7) and take possession of the Apartment no later than seven (7) Days from the Possession Date, failing which the Allottee/s shall be solely responsible/liable for all loss or damage that may be suffered by the Promoter on account of such default;

7.4 Notwithstanding anything contained in this Agreement, the Promoter shall not incur any liability if they are unable to complete the said Buildings and to deliver possession of the said Apartment by the Possession Date, owing to events of force majeure and act beyond the reasonable control of the Promoter including non-availability of steel, sand and/or cement or other building materials or water supply or electric power or by reason of war, civil commotion or any act of God or if non-delivery of possession is as a result of any notice, order, rule or notification of the Government or lockdowns (if declared by the Government of India or the Government of Maharashtra) and/or any other public or competent authority or any court or tribunal or any quasi-judicial body or authority or financial condition of the Promoter, any strike, lock-out, bandh or other like cause or any force majeure including natural calamities, epidemics and pandemics, or vis majeure of procedural delay in obtaining the Amended Plan/Further Commencement Certificate/OC/s/the Buildings' completion certificate/s from CIDCO/VVCMC/Planning Authority or any other authorities or for any other reason beyond the control of the Promoter (hereinafter referred to as "Force Majeure");

7.5 The Promoter shall endeavor to take all such steps and precautions necessary to achieve construction, completion as contemplated herein. If on account of Force Majeure event/s, there is any delay or anticipated delay in the Possession Date then the Promoter shall not be responsible or liable in any manner, and the same shall both automatically and forthwith stand extended for a period that is equivalent to the period that the Force Majeure event continues and has continued and an additional period of Six (6) Months thereafter; for remobilization, in which case, the Possession Date shall automatically



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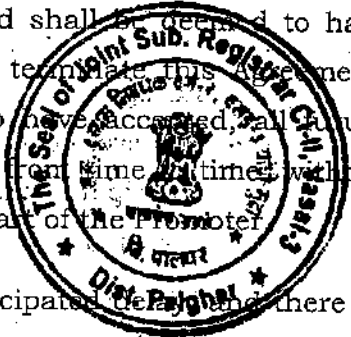
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stand revised to and substituted by the revised Possession Date as communicated by the Promoter. The Allottee/s shall not object, raise any disputes, and/or protest, and/or hold the Promoter liable for the aforesaid delay and extension of time, and shall not be entitled to, and shall not, make, or raise, any claim, for any damages, compensation, reimbursement of expenses or any other payments, the Allottees' sole right and remedy in such a case being as provided in Clause (7.6) herein below.

7.6 If, for any reason whatsoever, including on account of any Force Majeure event/s, there is a delay, or anticipated delay, and there is, or will be, a consequent extension of the Possession Date, then the Allottee/s, on being notified (in writing) by the Promoter of the same, shall be entitled to either: (i) continue with this Agreement, and accept the revised/extended Possession Date as estimated and decided by the Promoter in its discretion (unless the Force Majeure event is of such nature that the Promoter are not in a position, in its discretion, to estimate such revised dates in which case the Promoter shall be entitled to extend such dates from time to time); or (ii) terminate this Agreement. In the event the Allottee/s elects to terminate this Agreement then the Promoter shall refund to the Allottee/s the installments of the Purchase Price paid till then by the Allottee/s to the Promoter (except any Tax Liabilities, stamp duty and registration fees paid by the Allotees and brokerage charges incurred by them on this transaction) together with simple interest at the rate of nine per-cent (9%) per annum payable calculated from the date of such demand till the amount is refunded to the Allottee/s; provided that the aforesaid right of termination shall be exercised by the Allottee/s by addressing and delivering to the Promoter the aforesaid written notice no later than seven (7) Days from being notified in writing by the Promoter, as aforesaid, of such delay, failing which the Allottee/s shall have deemed to have irrevocably opted and elected to continue with this Agreement, and shall be deemed to have waived his/her/their/its aforesaid option to terminate this Agreement, and shall have accepted, and be deemed to have accepted, all future revisions/extensions of the Possession Date, from time to time, without any liability or obligation whatsoever on the part of the Promoter.



Further, in the event there is a delay, or anticipated delay, and there is, or will be, a consequent extension of the Possession Date including on account of any Force Majeure event/s, the Promoter shall be entitled at its discretion to terminate this Agreement and in such an event the

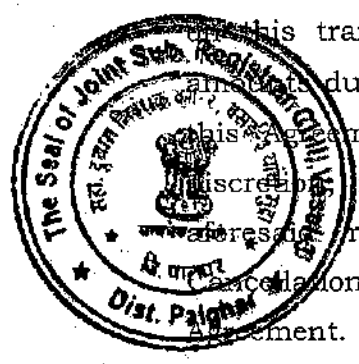
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Promoter shall refund to the Allottee/s the installments of the Purchase Price paid till then by the Allottee/s to the Promoter (except any Tax Liabilities, stamp duty and registration fees paid by the Allotees and brokerage charges incurred by them on this transaction) together with simple interest at the rate of nine per-cent (9%) per annum payable calculated from the date of such demand till the amount is refunded to the Allottee/s. The Promoter shall not be liable to bear and pay to the Allottee/s any amounts, interest, compensation, damages, costs or otherwise over and above the aforesaid refund amount. The Allottee/s also agree/s that the payment and delivery of the said refund amount shall be made by the Promoter vide Account Payee Cheque drawn in favour of the Allottee/s and delivered at the address given by the Allottee/s and upon such payment being made the Promoter shall be absolved from any liability under this Agreement (irrespective of whether the Allottee/s encashes the cheque/s or not). Upon such refund the Allottee/s shall have no right or claim whatsoever against the Promoters under or in relation to this Agreement and/or the said Apartment or otherwise howsoever and the Promoters shall be entitled to sell and/or deal with the said Apartment to such other person or party as the Promoters may in its sole discretion deem fit and proper.

7.7 If the Allottee/s has opted to terminate this Agreement, and has terminated the same for any reason whatsoever, other than by virtue of Force Majeure as stated in clause (7.6) above, then the Promoter shall refund to the Allottee/s the Purchase Price instalments after deducting there from the (i) Booking Amount which is to be stand forfeited by the Promoter , (ii) Tax Liabilities paid and/ or due and payable by Allottee/s in respect of Apartment, (iii) brokerage charges (if any) incurred by them



this transaction and (iv) the amount of Interest and all other due and payable by the Allottee/s to the Promoter in terms of this Agreement. Upon such termination, the Promoter may, in its discretion require the Allottee/s, as a condition precedent to the aforesaid refund/payments to execute and register a Deed of Cancellation recording such termination and cancellation of this Agreement.

7.8 Subject to the Allottee/s having complied with his/her/their/its obligations under this Agreement, including this Clause (7), if within a period of five (5) years from the date of receipt of Occupation Certificate/s (hereinafter referred to as "OC/s"), the Allottee/s bring to the notice of the Promoter, any defects in the materials used in the

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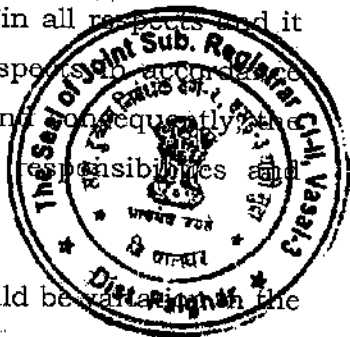
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construction of the said Building which would result in the failure of a component part thereof or result in damage thereto (excluding wear and tear, loss or damage due to an event of Force Majeure, defects due to minor changes/ cracks to the said Building/the Apartment on account of any variation in temperature/weather, misuse, unauthorized or non-permitted alterations, renovations or repairs and loss or damage caused by any willful act or negligence, defects due to the failure of the Allottee/s and/or the Entities & Organizations (defined hereinafter) (as the case may be) to undertake proper and effective care and maintenance of the said Building/the Apartment as prudent persons would (hereinafter referred to as the "Construction Defects")), the same shall be rectified/repared by the Promoter at its own cost, or if the Promoter is of the view and opinion, in its discretion that it is not feasible or practicable to rectify/repair the same, then at its discretion the Promoter shall pay reasonable compensation equivalent solely to the estimated cost of rectifying the Construction Defects in the Apartment, which shall be determined by the Project Architect, in its sole and absolute discretion, and which determination shall be final and binding upon the Parties.

7.9 In spite of all the necessary steps and precautions taken while designing and constructing the Project, concrete slabs/beams may deflect due to self-weight, imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further, the Allottee/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and also caused due to any renovation and/or alterations etc. carried out by the Allottee/s and any other purchasers/ owners/occupants of the flats and premises in the said Building. The Allottee/s agree/s and covenant/s not to hold the Promoter liable and/or responsible in respect thereof.

7.10 The Allottee/s confirm/s that if and when he/she /they/it is/are permitted to enter upon the Apartment, after the Possession Date, the Allottee/s shall have and/or be deemed to have taken full, complete and detailed inspection thereof and approved the same in all respects and it shall be deemed to have been completed in all respects and in accordance with the terms and conditions of this Agreement and consequently the Promoter shall be discharged from its liabilities, responsibilities and obligations with regard to the same.

7.11 The Allottee/s agree/s and confirm/s that there could be a variation in the carpet area (as per RERA) of the completed Apartment on measurement



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thereof, to the extent of three per-cent (3%) of the Apartment as a result of construction/execution/finishing variances, etc. The Allottee/s accept/s the same and agrees that he/she/they/it shall not claim any adjustment, or reduction, in the Purchase Price on account of such variation (if any). However, if the carpet area (as per RERA) of the constructed Apartment increases or decreases over and above the variation/tolerance referred above, the Purchase Price shall vary accordingly.

7.12 Upon taking possession of the Apartment and thereafter, the Allottee/s shall be entitled to use and occupy the said Apartment for the purpose for which it was agreed to be purchased, but without having claim against the Promoter as to specifications, amenities or any defect in the building material used in construction of the said Apartment. The Allottee/s shall not be entitled to and shall not change the user of the Apartment;

7.13 Notwithstanding anything to the contrary in this Agreement, the Promoter shall always be entitled, in its discretion to complete any part/portion or floor of the said Building and apply for and obtain part OC/s thereof, whereby, on the Possession Date, the Allottee/s shall be obliged, and undertake/s, to take possession of the Apartment for occupation on the basis of such OC/s/part OC/s which relates to the Apartment. Thereafter, the Promoter shall, without any hindrance or objection by the Allottee/s, be entitled to carry out by itself or through its contractors or otherwise all remaining development and work in respect of all of the phases of the Project.

8. Taxes:

8.1 The Purchase Price is exclusive of any levies of all taxes including Goods and Service Tax ("GST") and any other present or future levies/taxes, cess, rates, taxes and assessments levied or imposed or penalty payable levied or which may be levied and imposed or any new head of levy or levied by concerned local or government body or authority in respect of the said Apartment or the transaction contemplated herein charges for electricity and other service charges and the outgoings payable in respect of the Apartment (including the property taxes assessed or non-assessed) which shall be borne and paid by the Allottee/s, alone as per the applicable rules and policies in force from time to time (hereinafter referred to as the "Tax Liabilities").



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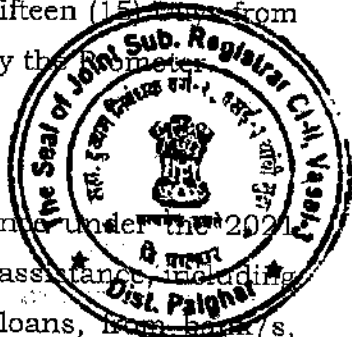
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8.2 Commencing a week after notice is given by the Promoter to the Allottee/s that the Apartment is ready for use, the Allottee/s shall be liable to bear and pay the Tax Liabilities. The Allottee/s agrees and binds themselves / himself / herself to pay regularly every month, by the fifth (5<sup>th</sup>) of each month to the Promoter until the lease of the Project Land and the transfer and conveyance of the said Building is executed in favour of the Entities & Organizations (defined hereinafter) by the Promoter the proportionate share that may be decided by the Promoter for (a) insurance premium, (b) all taxes due to statutory bodies/authorities that may from time to time be levied against the Project Land and/or the said Building including water taxes and water charges and (c) outgoings for the provisional maintenance and management of the said Building including the said Apartment and the amenities, common lights and other outgoings and maintenance charges such as collection charges, charges for watchman, sweeper and maintenance of accounts, incurred in connection with the said Project and the said Building;

8.3 The Allottee/s shall pay all taxes as and when they are levied, charged, become due and payable, upon all the amount and charges payable under this Agreement, including the Purchase Price installments. If any taxes (whether retrospective, or prospective, in nature) arise hereafter, including after the Possession Date, the Allottee/s shall be solely liable to pay or reimburse (as directed by the Promoter in its discretion) such taxes including any interest and/or penalties and/or other amounts, charges and costs, if any, in respect thereof within fifteen (15) days from the date of written demand made on the Allottee/s by the Promoter

9. **OTHER RIGHTS & POWERS OF THE PROMOTER**

9.1 The Promoter also has availed of financial assistance under the 2021 Mortgage and/or may also avail of further financial assistance, including any construction /corporate loans, infrastructure loans, from Bank/s, financial institution/s, and/or person/s against security of any part/s of the Project Land, and/or in respect of all projects, and/or the Project, or any parts thereof, or any receivables, which have been, or may be, mortgaged, or charged to such banks and/or financial institutions and/or other persons as security for repayment of the financial assistance taken from them. As part of any such arrangement by the Promoter, all or any of the responsibilities and/or obligations and rights



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of the Promoter under this agreement may be transferred to any other person. The Promoter agrees that on or prior to the Possession Date, the Promoter shall obtain a letter releasing mortgage or charge of such bank/s, and/or financial institution/s, and/or person/s, over the Apartment alone, enabling the Promoter to complete the allotment and sale thereof to the Allottee/s, free of the same. The Promoter agrees that post the execution of this Agreement, any mortgage or charge shall not affect the right and interest of the Allottee/s under this Agreement.

9.2 The person/s in whose favour the Promoter has granted or created, or agreed to grant or create, any mortgage, charge or security interest in respect of any unsold Apartments, may itself/himself/ herself/ themselves, or jointly with the Promoter, be admitted as and made members of any of the relevant Entities & Organizations (defined hereinafter) to be formed in respect of such Project in which such unsold Apartment/s are situated, without it, him, her or them or the Promoter being made subject or liable to any separate, special, new or additional condition/s and required to pay any separate, special, additional or extra amount or consideration whatsoever for the same (whether by way of transfer fees, charges, premium, donation or otherwise) and the Allottee/s shall not raise any objection.

9.3 The Promoter shall not be liable to bear or pay any contributions, deposits, expenses, transfer fees, non-occupancy charges, donations, premiums or any other amounts, charges or liabilities whatsoever to the Entities & Organizations (defined hereinafter) and/or the Apex Body (defined hereinafter), as the case may be, in respect of any unsold/unallotted Apartment/s.

9.4 The Promoter shall be entitled, but not obliged to, join as a member of the Entities & Organizations (defined hereinafter) in respect of unsold premises in the Project, if any. Post execution of the Deed/s of mortgage-cum-Lease (defined hereinafter) in favour of such Entities & Organizations (defined hereinafter), the Promoter shall continue to be entitled to such unsold premises and to undertake the marketing, etc., in respect of such unsold Premises.



9.5 The Promoter and/or Promoter's Affiliates shall be fully and freely entitled to install and provide temporary and permanent signage and hoardings (including neon, backlit and illuminated signage and hoardings) of whatsoever nature upon the Project Land including the

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Project and/or any part thereof till such time as the Deed/s of Conveyance-cum-Lease (defined hereinafter) are executed and registered. The Promoter and/or Promoter's Affiliates shall have full access to such hoardings, and signage, and to install its/their name/s and any other Promoter Intellectual Property (defined hereinafter) at one or more places or in or upon Project Land including the Project and/or at the entrances and exits thereof. The Promoter and Promoter's Affiliates shall always have full and free right of way and means and access to such place or places for the purpose of installing, maintaining and replacing such hoardings and signage.

9.6 The Promoter shall promote, manage and undertake all public events (including sales events etc.) held in or upon any of the Common Areas & Amenities and to apply the net revenues generated there from towards costs incurred by the Promoter in undertaking its diverse activities and/or obligations in relation to the Project.

10. **ENTITIES & ORGANSIATION; APEX BODY; TRANSFER**

10.1 The Promoter, in its discretion, and subject to events of Force Majeure, intends as follows:

10.1.1 On or before the completion of construction of any or all the Buildings, and on receipt of the final Approvals in respect thereof (including the final OC/s in respect thereof), the Promoter shall, in its discretion, form and register in respect of each of the Buildings, or any of them, co-operative society/ies under the Maharashtra Co-operative Societies Act 1960, and/or any other Entities, Organizations, association, or body, referred to in, or permitted under, RERA comprising of purchaser/s and allottee/s of various residential/ commercial units (and not of the lessees/licensees thereof or occupants in any capacity other than as allottee/s) and allottees of car parking space/s in the Buildings (hereinafter referred to as the "Entities & Organizations"). The Promoter and its constituents of all Entities & Organizations shall be determined by the Promoter in its discretion.

10.1.2 After completion of construction of any or all of the Buildings, the Promoter shall under Deed/s of Conveyance-cum-Lease (a) Grant to the respective Entities & Organizations a fully transferable, assignable and heritable lease of the land



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underneath each of the Buildings and six meters appurtenant thereto for a term of nine hundred and ninety-nine years from the date of grant thereof, at or for a ground rent of Re. 1/- (Rupee One Only) per annum and other charges and taxes, subject to and upon, inter alia, the terms, provisions, covenants and conditions recorded and contained in this Agreement and reserving all rights of the Promoter herein, and (b) Convey and transfer to the respective Entities & Organizations, the respective Buildings hereinafter referred to as "the Deed/s of Conveyance-cum-Lease". For the purpose of clarity, the Deed/s of Conveyance-cum-Lease in respect of each of the Buildings to the applicable Entities & Organizations shall be executed by the Promoter on completion of three (3) Month from completion of the last building on the Project Land and completion of all phases or on the happening of all the following events, whichever is later, that is:

- (a). The receipt of the OC/s of the applicable Buildings; and,
- (b). The receipt of the entire purchase price and consideration by the Promoter from all the purchasers and allottee/s of the flats and premises in the applicable Buildings.

10.2 The Promoter shall, on or prior to execution and registration of the Deed/s of Conveyance-cum-Lease in favour of all the Entities & Organizations formed in respect of the Project, make full and true disclosure of the nature of its title to the Buildings and the Project Land, to the Entities & Organizations concerned, as well as encumbrances thereon, if any, including any right, title, interest or claim of any person/s in, to or upon the same;

10.3 The Allottee/s agree and confirm, personally and as prospective member/s of the applicable Entities & Organizations, that he/she/they/it, is/are not entitled to and shall never raise any objection or claim any compensation, if the area of the Project Land for any or all of the Buildings, and/or the remaining development of the project, that is proposed to be transferred as provided in this Clause (10), shall be at variance with, or may be less than, the area contemplated, or referred by herein, including virtue of any reservations, encroachments, spaces for sub-station (by electricity supply company), if any, and/or the reservations being handed over



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and transferred to and/or acquisition of any portion of the Project Land and/or the Larger Land by the VVCMC and/or other governmental authorities, during the course of developments of the Larger Land, or for any other reason whatsoever.

10.4 Upon the Promoter completing, in its discretion, the development of all phases of the Project and Other Projects, which shall mean and include construction of all the Buildings therein and the Common Areas & Amenities, all Entities & Organizations in respect of the Project and Other Projects being formed and constituted and all the Deed/s of Conveyance-cum-Lease having been executed in favour of such Entities & Organizations, the Promoter shall, in its discretion, form a corporate body, association, organizations or other entities, as may be formed and constituted by the Promoter, at its discretion, under any Applicable Law (defined hereinafter) (hereinafter referred to as the "Apex Body") having as its members the Entities & Organizations in respect of the Project and Other Projects, and/or the Promoter, and/or any other persons or parties, including the holders and/or lessees, from time to time, of parts or portions of the Larger Land, and/or the owners and/or holders, from time to time, of any buildings or structures developed thereon as projects; as the Promoter deems fit in their discretion, for the maintenance and repairs of the Common Areas & Amenities. Within a period of 3 months from the formation of the Apex Body, the Promoter shall execute and register a Deed/s of Conveyance in favour of the Apex Body, inter alia transferring the Promoter's reversionary rights in the Larger Land to the Apex Body and transferring and conveying the Common Areas & Amenities to the Apex Body. The Promoter shall execute Deed/s of Conveyance-cum-Lease and other writings in respect thereof, subject to (a) what is stated hereinabove, and (b) all other rights, easements, powers, privileges, authorities reserved herein unto the Promoter. It is herewith clarified that the Entities & Organisations shall, bear all costs, legal charges of the Promoter's Advocated & Solicitors for drafting, execution of the Deed/s of Conveyance-cum-Lease and other writings in respect thereof.

10.5 It is agreed and clarified between the Parties that the stamp duty and the registration charges payable, and out of pocket expenses on such Deed of Conveyance cum Lease in favour of Dist. Palghar & Organization/Apex Body formed in respect of the Project shall be borne and paid by all purchasers/allottee/s of flats/premises in the Buildings. The draft of the Deed of Conveyance cum Lease shall be



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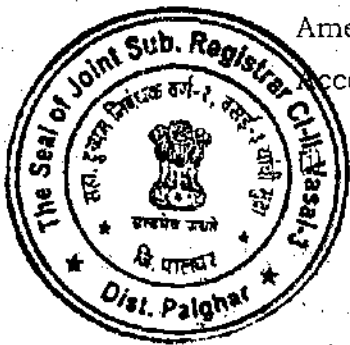
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forwarded by Promoter to such Entities & Organizations/ Apex Body and the respective Entities & Organizations/Apex Body shall have to comply with the requisite procedure thereof. The Promoter shall attend the Office of Sub-Registrar of Assurances for registration thereof as and when intimated to the promoter by the respective Entities or Organizations/Apex Body.

10.6 The Promoter has commenced construction of the Common Areas & Amenities in a phased manner. A corpus fund will be set-up for the repair and maintenance of the Common Areas & Amenities (hereinafter referred to as the "Corpus Fund"). As stated in Clause (10.4) an Apex Body consisting of all Entities & Organizations formed in respect of the Larger Land will be formed to which the Promoter and Keystone will transfer their reversionary rights in the Larger Land. The Allottee/s hereby covenant/s with the Promoter, as follows:

- (a) The Allottee/s shall pay to the Promoter the sum of **Rs.30,592/-** (Rupees Thirty Thousand Five Hundred Ninety Two Only) within eight (8) Days of the demand letter by the Promoter or at the time of delivery of possession of the Apartment, whichever is earlier, towards his/ her/their/its non-refundable contributions to the Corpus Fund. It is hereby agreed that the Promoter shall be entitled to use the Corpus Fund for payments towards the maintenance and/or up-keep of the repair and maintenance of the Common Areas & Amenities until formation of the Apex Body and transfer of the Corpus Fund by the Promoter and Keystone to such Apex Body;
- (b) The Apex Body shall be formed of the Entities & Organizations as its members and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960, inter alia, for the purpose of repair and maintenance of the Common Areas & Amenities and for the management of the Corpus Fund.

Accordingly, it is agreed and recorded as follows:



The Promoter and Keystone shall open a Bank Account in the name of the Corpus Fund for the limited purpose of depositing therein contributions towards the Corpus Fund and making disbursements towards such repair and maintenance of the Common Areas & Amenities;

- (ii) The Promoter/Apex Body (as the case may be) shall be entitled to appoint a Property Management Company/

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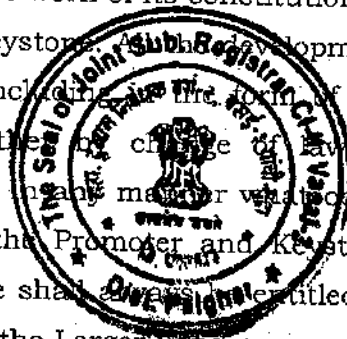
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Agency having know-how and experience in maintenance of Common Areas & Amenities and shall have the authority and discretion to negotiate with such Property Management Company/Agency and to enter unto and execute a formal Agreement/s for maintenance and management of Common Areas & Amenities with it/them. The Promoter /Apex Body may enter into other related Agreements with any other company or organization as may be necessary for effective, full and efficient management of Infrastructure (hereinafter referred to as the "Common Areas & Amenities Maintenance Agreements");

- (iii) The Promoter /Apex Body (as the case may be) shall be entitled to invest the Corpus Fund less the aggregate of the payments to be made to the Property Management Company/Agency or any other organizations towards the repair and maintenance of the Common Areas & Amenities in accordance with the Common Areas & Amenities Agreements made with them, in Fixed Deposit/s and/or any other investment schemes with Bank/s for an appropriate term as may be determined by the Promoter/Apex Body and or its nominees / assigns;
- (iv) It is clarified that the Apex Body and/or the respective Entities & Organizations formed in respect of the Project and the Other Projects shall not be competent and it shall not be within the power, authority and/or jurisdiction of Apex Body and/or the respective Entities & Organizations formed in respect of the Project and the Other Projects to deal with any matters relating to the development of the Larger Land or any part thereof or the transfer or the sale or utilization of any part of the Development Potential. The Apex Body and/or the respective Entities & Organizations formed in respect of the Project and the Other Projects shall strictly function within the frame work of its constitution as framed by the Promoter and Keystone. The development potential of the Larger Land including the portion of the existing and future FSI (whether the change of use, or otherwise) and/or TDR to arise in any manner whatsoever shall always stand vested in the Promoter and Keystone and the Promoter and Keystone shall be entitled to utilize and exploit the same on the Larger Land or any part



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 thereof and/or upon the buildings constructed thereupon  
 in such manner as it deems fit;

- (v) The lease in perpetuity to be executed by the Promoter in favour of the Entities & Organizations formed in respect of the Project at a nominal lease rent shall, inter alia, contain covenants to be observed and performed by the Entities & Organizations formed in respect of the Project viz: (a) To pay the share of taxes in respect of all taxes assessment, dues, cesses and outgoings, in respect of the said Building and/or the Project Land and/or any portion thereof, (b) To bear and pay the nominal lease rent as stipulated in the lease, (c) To bear and pay any contribution of costs, charges and expenses as may be levied by the Promoter or the Apex Body, (d) Not be entitled to any part or portion of the Development Potential which shall always stand vested in the Promoter and the Promoter shall always be entitled to utilize and exploit the same on the said Project and the Other Projects on the Larger Land or any part thereof and/or upon the buildings constructed thereupon in such manner as it deems fit and the Entities & Organizations formed in respect of the Project and the Other Projects shall not have any objection in this regard, (e) To do all other acts, deeds, matters and things as may be necessary to enable the Promoter to continue / resume the development of the remaining phases in respect of the Project and the other Projects on the remaining portion of the Larger Land and the Common Areas & Amenities without any obstruction, hindrance or interference from the Entities & Organizations formed in respect of the Project or any of its members it being agreed that breach of any of these covenants will entitle the Promoter to terminate the lease and to re-enter the Project Land or any portion thereof including the said Building in accordance with the provisions of the law, (f) To become a member of the Apex Body as and when formed along with other Entities & Organizations formed in respect of the Project and Other Projects for the purpose of repair and maintenance of the Common Areas & Amenities and for acceptance of the Deed/s of Conveyance-cum-Lease of the reversionary rights of the Promoter and Keystone in the Entire Land upon completion of the entire Project and Other Projects. The entire development of the Larger Land shall deemed to be completed upon the development of the Larger Land by utilization of the entire Development Potential in accordance with any scheme introduced by the Government, CIDCO/ VVCMC/



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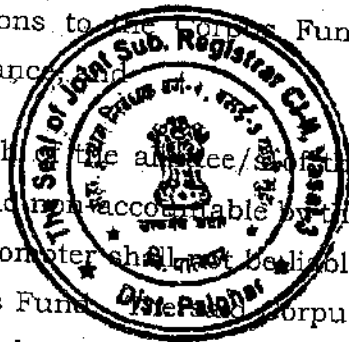
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Planning Authority, MMRDA or any other statutory bodies/authorities and on completion of the Common Areas and Amenities including Amenity Plots and buildable reservations by construction of all buildings thereon and completion of the Common Areas & Amenities and the sale of built-up areas therein and receipt of all sale and other proceeds and deposits and amounts payable under these presents and the agreements to sell and/or let-out made with purchasers and/or lessees, licensees, etc. and formation of all Entities & Organizations formed in respect of the Project and Other Projects and execution of Leases in favour of the Entities & Organizations formed in respect of the Project and Other Projects and the transfer and conveyance of the buildings in favour of the Entities & Organizations formed in respect of the Project and Other Projects and formation of the Apex Body and transfer of the reversionary rights of the Promoter and Keystone in the Larger Land to the Apex Body. The Allottee/s shall not raise any objection and/or claim any compensation if the area of the Project Land to be leased is less or more than the area shown in the **Second Schedule** hereunder written;

- (vi) The Apex Body shall be formed by the Promoter and Keystone after the formation of all the Entities & Organizations formed in respect of the Project and Other Projects and the execution of all leases and conveyance of the respective buildings in their favour to look after the repair and maintenance of the Common Areas & Amenities and the management of the Corpus Fund;
- (vii) The Promoter and Keystone shall look after the maintenance of the Common Areas & Amenities upto the execution of the Deed of Conveyance in favour of the Apex Body and for the said purpose the Promoter shall be entitled to utilize the contributions to the Corpus Fund towards such repair and maintenance;
- (viii) The corpus amounts paid by each the allottee/s of the Project shall be non-refundable and non-accountable by the Promoter to the Allottee/s. The Promoter shall not be liable to pay any interest on the Corpus Fund. The corpus fund will be paid to the Apex Body by the Promoter without any interest thereon after execution of the Deed/s of Conveyance-cum-Lease in favour of the Apex Body.

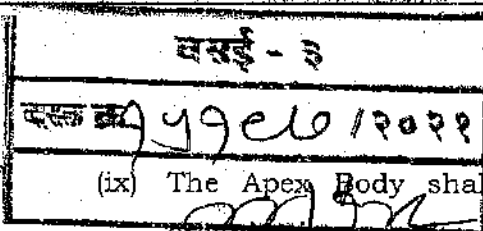


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10.7 All the documents, writings, Deed/s of Conveyance-cum-Lease etc., to be executed in the lease/s and the conveyance/s and transfer/s, as referred in this Clause (10) and all other related documents and writings to be executed in relation thereto and/or in pursuance thereof, including bye-Laws, rules and regulations of the Entities & Organizations formed in respect of the Project, and the Apex Body and all writings, forms, applications, etc. in relation to the proposed formation and registration thereof, shall all be prepared and approved by the Advocates and Solicitors appointed by the Promoter, and the same shall contain such terms, conditions, covenants, stipulations and provisions, including those contained in this Agreement including reserving the rights, powers, authorities and benefits of the Promoter, as the Promoter deems fit, in its discretion.

10.8 The Entities & Organizations to be formed and constituted in respect of the Project, and the Apex Body shall be known by such names as the Promoter may decide, which names shall not be changed by the Allottee/s, and/or any other purchasers and/or the Entities & Organizations, and/or the Apex Body without the prior written consent of the Promoter and Keystone.

10.9 The Allottee/s shall co-operate with the Promoter and shall sign and execute application forms, papers, declarations, documents and other writings for registration of the Entities & Organizations to be formed and constituted in respect of the said Building and for taking up membership thereof, and to deliver the same to the Promoter no later than fifteen (15) Days from the date the same have been forwarded by the Promoter to the Allottee/s, and to attend the office of the Promoter to enable the Promoter to respectively register the Entities & Organizations.



10.10 All, without limitation costs, charges and expenses in respect of the formation and registration of (i) The Entities & Organizations in respect of the Project shall be borne and paid by the Allottee/s and all other purchasers, transferees and owners of all the flats and premises in the Project, and (ii) The Apex Body, shall be borne and paid proportionally

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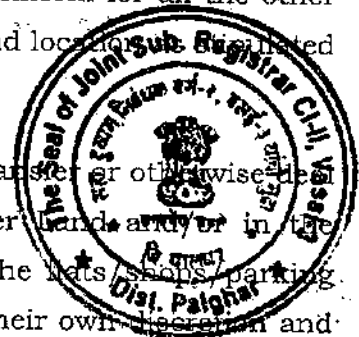
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by all the Entities & Organizations formed in respect of the Project and all other entities and originations formed in respect of the Other Projects; and the Promoter shall not bear or pay the same or contribute towards the same at all. If any delay or default is made in the payment or reimbursement of such costs, charges or expenses, for any reason whatsoever, The Promoter shall never be held responsible or liable for any delay in the formation and registration of the Entities & Organizations and/or the Apex Body

**11. COVENANTS AND OBLIGATIONS OF ALLOTTEE/S**

The Allottee/s with the intention to bind all persons in whosoever's hands the Apartment may come, hereby agree/s, confirm/s undertake/s and covenant/s with the Promoter as follows:

- (i) The Allottee/s shall maintain the Apartment at his/her/their own cost in a good condition and shall not do or suffer to be done anything in or to the Apartment and/or common passages, or the compound which may be against, the Rules or Bye-Laws of the Municipality or CIDCO/VVCMC/Planning Authority or any other Governmental authority and shall also comply with the orders passed by the Government of Maharashtra and other authorities under the provisions of Law;
- (ii) The Allottee/s shall maintain the Apartment in the same form as the Promoter constructs it and shall not at any time affect/alter the elevations in any manner whatsoever or alter the size and position of any of the windows of the Apartment without the prior consent in writing from the Promoter and or the concerned Governmental Authorities;
- (iii) The Allottee/s shall, if required, at his/her/their/its own costs fit the external grills to the windows of the design, size, material and colour as stipulated by the Promoter and which shall be uniform for all the other purchasers and shall fit it them at the position and location stipulated by the Promoter;
- (iv) The Promoter shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the Larger ~~land~~ and/or in the building/s to be constructed thereon and also the ~~lands~~ shops, parking and other space and other premises entirely at their own discretion and upon such terms and conditions that the Promoter shall deem fit and proper and the Allottee/s will not be entitled to object to the same;
- (v) Not to store in the Apartment any goods which are hazardous, combustible or of dangerous nature or are so heavy as to damage any



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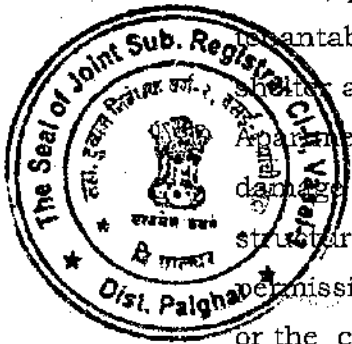
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part of the said Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the stair-cases, common passages or any other structure of the said Building and in case any damage is caused to the said Building on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach and damages;

(vi) Not to do or suffer to be done anything in or to the said Building in which the said Apartment is situated or in the said Apartment which may be against the Rules and Regulations and Bye-Laws of the concerned local authority or other public authority and in the event of the Allottee/s committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;

(vii) Not to demolish or cause to be demolished the said 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 said Apartment or any part thereof nor any alteration in which the elevation and outside colour scheme of the said Building is affected and keep the portion, sewers, drains, pipes in the said Apartment and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect the other parts of the said Building in which the said Apartment is situated and not to chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, partits or other structural chambers in the said Apartment without the prior written permission of the Promoter and the respective Entities & Organizations or the concerned local authorities and/or any other public bodies;



(viii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Building in which the said Apartment is situated or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance;

(ix) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment into the compound or the Project Land and/or the Larger Land or the adjacent Buildings or open spaces and the said Building;

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- (x) Pay within eight (8) Days of demand, his/her/then/its share of security deposit/maintenance or any other charges as demanded by the Promoter;
- (xi) The Allottee/s shall observe and perform all the Rules and Regulations and Bye-Laws for the time being of the concerned local authority and of the Government and other public bodies in matter of use and enjoyment of the said Apartment; and
- (xii) The Allottee/s shall not at any time cause or permit any public or private nuisance in or upon the said Apartment or the said Building or the Project Land, and/or any portion thereof, open spaces and/or the Larger Land or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the Promoter or to the occupants of the neighboring Buildings.

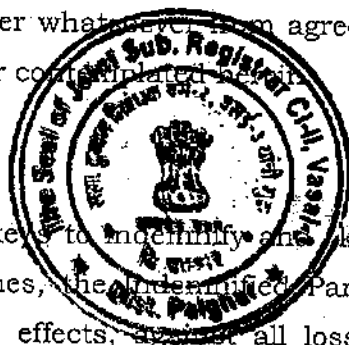
**12. REPRESENTATIONS OF THE PROMOTER**

Subject to the disclosures made herein by the Promoter, and what is stated in the Certificate of Title, the Promoter hereby represents and undertakes as follows:

- 12.1 The Promoter is seized and possessed of or otherwise well and sufficiently entitled (including to develop) to the Project Land;
- 12.2 The Promoter has not entered into any agreement for sale or any other agreement/arrangement with any person or party with respect to the Apartment; and,
- 12.3 The Promoter is not restricted in any manner whatsoever from agreeing to allot and sell the Apartment in the manner contemplated hereunder.

**13. INDEMNITY**

13.1 The Allottee/s hereby agree/s and undertake to indemnify and keep indemnified and saved harmless, at all times, the Indemnified Parties (defined hereinafter), and their estates and effects, against all loss or damage, and/or any suits, actions, proceedings or notices that they, or any of them, may sustain and suffer, and all costs, charges and expenses, that they, or any of them, may incur by reason, or as a result of: (a) any failure, breach, default, non-observance, non-performance, or non-compliance, by the Allottee/s of any of the terms, conditions and provisions of this Agreement, and/or (b) any accident or injury caused to,



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or suffered by, the Allottee/s, or his/her/their/its family members, guests, servants, agents, representative/s, and any person/s residing in, or occupying, or entering upon, the Apartment, including any persons visiting the Allottee/s or his/her/their/its family, guests or visitors or staff, and all persons claiming through or under them or any of them.

13.2 Wherever the term "Indemnified Parties" appears in this Agreement, the same shall mean the Promoter, Promoter's Affiliates, and their respective directors, partners, shareholders, constituents, representatives, officers, employees, servants, agents, and all persons claiming under them, and their respective successors and assigns.

**14. NO LIABILITY**

14.1 Neither the Promoter, nor any Promoter's Affiliates, nor any of their respective directors, officers, employees, agents, or contractors, shall be liable to the Allottee/s, and/or any persons claiming through or under the Allottee/s, or otherwise, for and/or in respect of:

14.1.1 Any harm, injury, loss or damage to any person/s, or property caused by, or through, or in any way associated with, a failure, malfunction, explosion or suspension of electricity, telephone, gas, water, drainage, or sewerage, supply or connections to the Apartment or any part thereof, and whether or not the same is caused by any Force Majeure, or otherwise however; any harm, injury, loss, damage, or inconvenience suffered by, and/or caused to, any person/s, or property, due to, or related to, or caused by, or in the course of the use, or entry into the Apartment, and/or the access to any part thereof; and,



For the security, safekeeping and insurance, of the Apartment, or any part thereof, and of any person/s therein, and/or of the contents and possessions thereof.

**15. GENERAL PROVISIONS**

**15.1 Interest:**

Without prejudice to all the Promoter's rights and remedies herein, and under Applicable Law (defined hereinafter), the Allottee/s shall be liable to pay, to the Promoter, Interest on all outstanding, overdue, and/or unpaid, aggregate payments calculated from the due date for payment thereof till payment in full (with accrued Interest). In addition to the

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Allottee/s liability to pay Interest as aforesaid, the Allottee/s shall also be liable to pay and reimburse to the Promoter, all costs, charges, expenses and damages whatsoever, which may be incurred, borne, suffered, or paid, by the Promoter, including in relation to any suits, actions, proceedings, or notices filed, instituted or issued by or against it, for the purpose of enforcing any of its claims, rights and/or benefits under this Agreement and/or for enforcing obligations, payments of and recovering from the Allottee/s such outstanding amounts, charges and liabilities, including Interest as aforesaid under this Agreement.

**15.2 Allottee/s Obligation of Confidentiality**

15.2.1 The Allottee/s shall during the subsistence of this Agreement and at all times thereafter, keep strictly confidential all Confidential Information (defined hereinafter), and shall not, without the prior written permission of the Promoter, which may be granted, or refused, in the Promoter's discretion, disclose, or divulge, directly, or indirectly to any third party, except to the Allottee/s advisors and officers (subject always to similar duties of confidentiality), any Confidential Information (defined hereinafter), except where any Confidential Information (defined hereinafter):

- 15.2.1.1 Is required by Applicable Law (defined hereinafter) to be disclosed;
- 15.2.1.2 Is required to be disclosed by any Governmental Authority with relevant powers to which the Allottee/s is subject or submits;
- 15.2.1.3 Is or shall (otherwise than by breach or default of this Agreement) be in the public domain;
- 15.2.1.4 Is required in connection with any financing which the Allottee/s may require or has already obtained on terms and in accordance with this Agreement.



15.2.2 Without prejudice to the generality of the foregoing provisions, the Allottee/s agree/s and undertake/s that no press releases, statements, interviews, publicity, advertisement, notices, disclosures, and/or any other publicity, whether in print or digital media (including social media), of, or concerning, or related to, the

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agreement for allotment and sale herein, and/or any Confidential Information (defined hereinafter), shall be directly or indirectly issued, given, made, motivated, distributed, generated, or disseminated, in any manner, and by the Allottee/s, without the prior written permission of the Promoter, which permission may be refused by the Promoter, in its discretion.

15.2.3 Wherever the term "Confidential Information" is used in this Agreement, the same shall include all information imparted by the Promoter to the Allottee/s, and obtained by the Allottee/s under, and/or in connection with this Agreement on, before, or after, the date of execution of this Agreement, relating to the Project Land and/or the Project, and/or the external infrastructure, and/or current or projected plans or affairs of the Promoter, or Promoter's Affiliates, including: (i) this Agreement and the terms hereof, (ii) all documents, records, writings, Plans, Approvals, the Informative Materials, etc., product information and unpublished information related thereto, and any other commercial, financial or technical information relating to the Project Land, and/or Project, and/or the external infrastructure, or any part/s thereof, and (iii) the existence of any discussions, or negotiations, any proposal of business terms, and any due diligence materials, and other transaction documents, in each case to the extent relating to the transaction contemplated under this Agreement.

### 15.3 Intellectual Property

15.3.1 The Allottee/s acknowledge/s that all Intellectual Property (defined hereinafter) is and shall always be exclusively owned and held by the Promoter alone and that the Allottee/s shall never have any right, title, interest or license in respect thereof;



The Allottee/s shall not reproduce/replicate /publish or use in any manner whatsoever, whether for commercial purposes, personal reasons, or otherwise, any Intellectual Property (defined hereinafter), and/or any Plans, Approvals, Informative Materials and/or any such materials which may be created or intended/proposed to be created or marketed by the Promoter, and disclosed to the Allottee/s, prior to, or during the subsistence of, the Agreement;

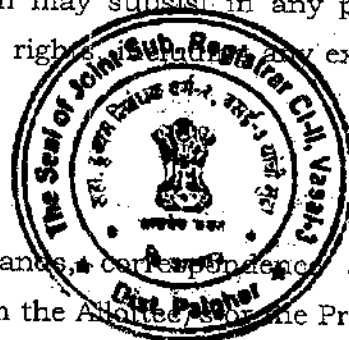
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- 15.3.3 The Allottee/s shall immediately bring to the notice of the Promoter any improper or wrongful use or any unauthorized replication/reproduction of Intellectual Property (defined hereinafter), by any persons or parties, which has come to its/ their knowledge;
- 15.3.4 The Allottee/s shall not assist, and/or co-operate, with any person, in any manner howsoever, in the commission of any acts, deeds, matters or things, the commission whereof would amount to a breach or default of the provisions of this Article (14).
- 15.3.5 Wherever the term "Intellectual Property" is used in this Agreement, the same means the wordmark "Evershine Developers" and any combination of words in which such name and word mark is used and any word, name, device, symbol, logos, corporate names, insignia, emblems, work marks, slogan, design, brand, service mark, service names, trade name, trade dress, patents, circuit layouts, business and domain names, copyrights, other distinctive feature or any combination of the aforesaid, whether registered or unregistered, and used in connection with the businesses and activities of the Promoter and/or in respect of the Project Land and/or the developments and projects to be undertaken thereon from time to time (with all amendments, upgrades, additions or improvements thereto), and product configuration, industrial design, or trade secret law or any other laws with respect to designs, formulas, algorithms, procedures, methods, techniques, ideas, know-how, programs, subroutines, tools, inventions, creations, improvements, works of authorship, other similar materials and all recordings, graphs, designs, drawings, reports, analyses, other writings and any other embodiment of the foregoing, in any form whether or not specifically listed herein, which may subsist in any part of the world, for the full term of such right, and any extension to the terms of such right.

#### 15.4 Notices

- 15.4.1 All notices, intimations, demands, correspondence and other communications to be served on the Allottee/Promoter, as the case may be, under, and/or in pursuance of this Agreement,



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shall be deemed to have been duly, effectively and sufficiently delivered, if dispatched to the Allottee/s or the Promoter by Registered Post A.D., or by hand delivery, to the postal address, and/or by e-mail, at the e-mail address of the Allottee/s and the Promoter, respectively, as recorded in the Statement annexed hereto and marked **Annexure 'K'**

15.4.2 It shall be the duty of the Allottee/s, and the Promoter, respectively, 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/s, as the case may be.

15.4.3 That in case there are Joint Allottee/s all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by it/him/her which shall for all intents and purposes to consider as properly served on all the Allottee/s.

#### 15.5 Amendment

15.5.1 Neither this Agreement, nor any term or provision hereof, shall be changed, waived, discharged, or amended, orally, except that any term of this Agreement may be amended and the observance of any such term may be waived (either generally or in a particular instance and either retroactively or prospectively) by the parties; provided however that no such waiver shall extend to or affect any obligation of a Party not expressly waived by the other Party, or impair any right consequent therein.



Neither the failure to exercise, nor any delay in exercising, any right, power, privilege or remedy, by a Party, under this Agreement, shall in any way impair or affect the exercise thereof by such Party, or operate as a waiver thereof by the Promoter in whole or in part.

#### 15.6 Promoter's Rights Cumulative

The rights, powers, privileges and remedies of the Promoter under this Agreement, are and shall always be cumulative, and are not exclusive of any rights, powers, privileges or remedies of the Promoter, as may be available under Applicable Law (defined hereinafter), or otherwise.

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15.7 **Severability**

If any provision of this Agreement shall be determined to be void or unenforceable under RERA, or under other Applicable Law (defined hereinafter), such provisions of this 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 RERA or Applicable Law (defined hereinafter), as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

15.8 **Entire Agreement**

Unless otherwise specifically stated to the contrary herein, this Agreement constitutes and contains the entire, composite and complete agreement between the Parties with respect to the agreement herein for allotment and sale of the Apartment, and supersedes all prior letters of intent, term sheets, writings, correspondence, e-mails, communications, negotiations, Informative Materials etc. (whether oral or written), issued, and/or executed and/or exchanged between the Parties, and/or their respective agents, representatives and officers; none of which shall be referred to and/or relied upon by the Allottee/s. All terms & conditions as contained hereunder shall be subject to the provisions of the Real Estate (Regulation & Development) Act, 2016.

15.9 **Registration**

The Promoter and the Allottee/s shall, as required under RERA, immediately after the execution of this Agreement but in any event, not later than four (4) months from the date hereof, at the Allottee/s' own costs, expenses and initiation, present and lodge this Agreement for registration with the Office of the Sub-Registrar/Joint Sub-Registrar of assurances concerned, and admit execution of the same. If the Allottee/s fail/s or neglect/s to present and lodge this Agreement for registration and admit execution thereof for any reason whatsoever, the Promoter will not be liable or responsible for the non-registration of this Agreement and for the consequences arising therefrom, nor shall the Promoter be liable to pay any penalty for their late attendance at the registration formalities.



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15.10 Informative Materials; Show Apartment

15.10.1 The Allottee/s is/are fully and completely informed and is/are aware that all advertisements, publicity, or promotions, of whatsoever nature in respect of the Project Land, including the Project, in any media, including print, and/or electronic, and/or digital media, and includes writings, brochures, leaflets, pamphlets, handouts, presentations, advertisements, oral or written representations, made and/or published, and/or generated by, or on behalf of, the Promoter, and any other such information or materials as may be made, or published by, or on behalf of the Promoter; and includes publicity reports and includes the show/sample apartment/units with fixtures, fittings and amenities etc. provided therein, and/or all matters related or incidental thereto (hereinafter collectively referred to as the "Informative Materials"), have been, and always will be, merely for the sake of convenience, whereby the terms, conditions, and provisions of this Agreement shall solely and exclusively apply and control.

15.10.2 The show/sample apartment including all furniture, items, electronic goods, amenities etc. therein, if any, are only for representational purposes for depicting lifestyle and illustrating a possible option of the design and layout of the apartment/unit. The Promoter is not liable or obligated to provide the Apartment as per show/sample apartment/unit with furniture, items, electronic goods, amenities etc. therein.

15.11 Definitions & Interpretation

15.11.1 Wherever the following terms are used in this Agreement, the same shall have the meanings respectively assigned to them below:



(a) "Agreement" means this Agreement and includes all recitals and schedules herein and all annexures hereto, and also includes any modification hereof reduced to writing and executed by the duly authorised representative/s of the Promoter and by the Allottee/s; which writing shall be expressed to be supplemental to, or as a modification or amendment of, this Agreement.

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- (b) "Applicable Law" includes all laws, rules, regulations, development control rules and regulations including the orders, judgments, decrees, ordinances, guidelines, notices, notifications, schemes, Government Resolutions (GRs) and directions, the Approvals, and the terms and conditions thereof, as may be issued, or imposed, or required, or mandated, in any manner by any concerned authority, or courts of law, or judicial or quasi-judicial bodies or authorities, and as are, or may be, in force from time to time, and/or applicable to the Project Land, or any part/s thereof; all being of the Republic of India.
- (c) "Day" means a working day, in the State of Maharashtra, as notified by the State Government of Maharashtra from time to time.
- (d) "Promoter's Affiliates" means any company/ies, Entities/ies, concern/s or person/s who/which is/are nominee/s of, and/or group, holding, or affiliate, or subsidiary company/ies, Entities/ies, or concern/s, of the Promoter, and/or associated, or affiliated, with the Promoter by contract, or otherwise.

15.12 **Costs**

All costs, charges and expenses, including stamp duty and registration charges payable upon and in respect of this Agreement shall be borne and paid solely by the Allottee/s.

15.13 **Successors and Assigns**

15.13.1 No rights, liabilities or obligations under this Agreement shall be assigned by the Allottee/s without the prior written consent of the Promoter;

15.13.2 The Promoter shall always be entitled, in their discretion, to assign this Agreement, and/or all, or any of, its rights and obligations under this Agreement, to any Promoter's Affiliates, including any Entities in amalgamation, merger, demereger, restructuring of the Promoter.



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This Agreement and the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with Applicable Law.

**15.15 Dispute Resolution**

All disputes, differences and/or claims arising under or in respect of this Agreement, and/or any terms, conditions or provisions hereof, shall be referred to arbitration of a sole arbitrator, who shall be one of the three persons named (in writing) by the Promoter to the Allottee/s, out of which the Allottee/s shall select one name, and such person shall thereupon act as the sole arbitrator and the decision/award of such arbitrator shall be final and binding on the Parties. The arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be in English language and shall be held only in Mumbai. The arbitrator shall have summary powers and be entitled to give interim directions and awards from time to time. The cost of the arbitration proceedings shall be borne by the Promoter and the Allottee/s in equal shares.

**15.16 Jurisdiction**

This Agreement shall be governed in all respects by Applicable Law and subject to the provisions of Clause (15.15) (Dispute Resolution), courts at Mumbai shall have exclusive jurisdiction.

**15.17 Survival**

This Article (15.17), Article (15.4) (Notices), Article (15.16) (Jurisdiction); Article (15.15) (Dispute Resolution) and Article (15.2) (Allottee/s Obligation of Confidentiality), and all other rights and obligations of the Parties that are held after, and/or are required to be observed and performed upon and after the termination of this Agreement, shall survive the termination of this Agreement, and the Parties shall continue to respectively hold such rights, and be bound, liable and obliged to comply with their obligations in respect thereof.



**15.18** The Promoter shall in its discretion, control the placement, installation and provision of any types of temporary and permanent signage and hoardings (including neon, backlit and illuminated signage and

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hoardings) of whatsoever nature upon and in the Project Land and the Buildings till such time as the Deed/s of Conveyance-cum-Lease are executed and registered in favour of the Entities & Organizations to be formed in respect of the Project. Further the Promoter shall always have full complete and unrestricted access to such hoardings, and signage. Without prejudice to the generality of the foregoing provisions the Promoter shall have full rights, in its discretion, to install its name at one or more places or in or upon the Project Land and/or upon the Buildings and/or any Common Areas & Amenities, and/or any Limited Common Areas & Amenities and/or at the entrances and exits thereof. The Promoter has, shall always have and reserves, to themselves full and free right of way and means and access to such place or places for the purpose of installing, maintaining and replacing such hoardings and signage;

15.19 The Promoter has informed the Allottee/s and the Allottee/s has/have accepted, that the Promoter has constructed a club house having certain leisure and recreational facilities upon one of the Amenity Plots, which does not in any manner form part of the Project Land and/or the Project (hereinafter referred to as the "Club House"). The Allottee/s shall be bound and liable to take up membership of the Club House and bear and pay the necessary subscription fees in respect thereof (either directly to the Club House management or through the Promoter, as the Promoter directs) as a condition to the agreement to allot and sell herein. The Allottee/s shall be admitted to the membership of the Club House on making such payments and the Allottee/s complying with, observing and performing all the terms, conditions and provisions of this Agreement. The membership of the Club House and the use and enjoyment of the amenities and facilities provided in the Club House shall always be subject to the above and subject to: (i) payment of user fees, tariffs and charges as fixed from time to time, and (ii) compliance of the bye-laws, rules and regulations, terms, conditions and restrictions stipulated by the management of the Club House.

15.20 In the event of the Entities & Organizations being formed and registered before the sale and disposal by the Promoter, of all the flats and shops respective built-up areas in the said Buildings and other Buildings in the Project, the power and authority of the Entities & Organizations in respect of the Project so formed or

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of the other flats and shops in the Buildings, shall be subject to the overall authority and control of the Promoter in respect of matters concerning the Building in the Project, the construction and completion thereof and all amenities pertaining to the same, and in particular the Promoter shall have the absolute authority and control as regards its unsold premises and the disposal thereof. The Promoter shall be liable to pay only the municipal taxes at actual in respect of the unsold apartments and shops, then held by them respectively. In case the Deed of Conveyance-cum-Lease is executed in favour of the respective Entities & Organizations before the disposal and allotment by the Promoter of its unsold flats and shops, the Promoter shall join in as the developer/members in respect of their respective unsold premises, and as and when such premises are sold to the persons of the choice at the discretion of the Promoter the entire realizations shall belong to the Promoter alone in respect of these unsold premises. The Entities & Organizations formed in respect of the Project shall admit as its members, all such purchasers of such premises, without charging any premium and/or transfer fees or any other amounts; In the event of the Entities & Organizations being formed and registered before the sale and disposal by the Promoter, of all the flats and shops respective built-up areas in the said Building and other Buildings in the Project, the power and authority of the Entities & Organizations in respect of the Project so formed or of the purchasers of the other flats and shops in the Buildings, shall be subject to the overall authority and control of the Promoter in respect of matters concerning the Building in the Project, the construction and completion thereof and all amenities pertaining to the same, and in particular the Promoter shall have the absolute authority and control as regards their respective unsold premises and the disposal thereof. The Promoter shall be liable to pay only the municipal taxes at actual in respect of unsold flats and shops, then held by it. In case the Deed of Conveyance-cum-Lease is executed in favour of the respective Entities & Organizations before the disposal and allotment by the Promoter of its unsold flats and shops, the Promoter shall join in as the developer/members in respect of their respective unsold premises, and as and when such premises are sold to the persons of the choice at the discretion of the Promoter the entire realizations shall belong to the Promoter alone in respect of these unsold premises. The Entities & Organizations formed in respect of the Project shall admit as its members, all such purchasers of such premises, without charging any premium and/or transfer fees or any other amounts;



*Rohit Bannari*

*R.S. Naidu*

*M.*

*MR*

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Year

15.21 The non-refundable deposits that may be demanded by or paid to CIDCO/VVCMC/Planning Authority and/or concerned authorities for the purpose of sanctioning the Plans and/or issuing the Commencement Certificate/s and/or OC/s and/or Building completion certificate/s and for giving water connection and for any other purpose to the said Building shall be payable by all the purchasers of the said Building in proportion to the respective carpet area of their respective flats and shops, the amount of the same to be determined by Promoter. The Allottee/s agree to pay to Promoter within eight (8) Days of demand, such proportionate share of the Allottee/s of such deposit;

15.22 If at any time any further tax and/or charges, and/or betterment charges or other levy are charged, levied or sought to be recovered by CIDCO/VVCMC/Planning Authority, Government and/or any other public authority in respect of the Project and/or the Project Land and/or the Buildings and/or the approval of construction or occupation thereof the same shall be borne and paid by all the purchasers in proportion to the respective carpet area of their respective flats and shops;

15.23 The Allottee/s shall permit the Promoter and its surveyors and agents, with or without workmen and others at all reasonable times to enter into and upon the said Apartment or any part thereof to view and examine the state and condition thereof (and the Allottee/s shall make good, within three months of the Promoter giving a notice, all defects, decays and works of repairs of which such notice in writing shall be given by the Promoter to the Allottee/s) and also for the purpose of repairing any part of the said Building and for the purpose of making, repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and condition all service, drains, pipes, cables, water courses, gutters, wires, partition, walls or structure or other convenience belonging to serving or used for the said Building, or the Project, and also for the purpose of laying, maintaining, repairing and testing drainage and water pipes and electric wires and cables within the Project and for similar other purposes and for other purposes contemplated by this Agreement;

15.24 It is also understood and agreed by and between the Parties hereto:-

- (a) Open terraces, if any, forming part of and attached appurtenant to any of the flats and premises in the Project are intended for and



*Rahul Baramane*  
*R.S. Vasai*

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shall be exclusively used and occupied by the respective purchasers, allottees, and owners of the concerned flats and premises who shall never be entitled to enclose such open terraces without the prior permission in writing of the Promoter and governmental authorities, and in case such permissions are granted by the Promoter, the governmental authorities, the concerned purchasers, allottees and owners of such flats and premises in the Project shall observe, perform and comply with all the terms and conditions as may be stipulated in respect thereof and also for the consequences arising from any breach or violation thereof;

- (b) That the consideration/purchase price mentioned hereinabove is purely on lumpsum basis and no dispute whatsoever shall be entertained at any time relating to the Purchase Price. The aggregate of the carpet areas mentioned herein for flats and shops shall be used for determining the proportionate distribution amongst the various purchaser/s of any common expenses incurred or to be incurred on the said Buildings and the Project or any portion thereof;
- (c) The contribution by the Allottee/s towards the Corpus Fund and provisional maintenance charges will be determined proportionally on the carpet area (as per RERA) acquired by the Allottee/s;
- (d) That irrespective of disputes if any, which arise between the Allottee/s and the Promoter and/or the Entities & Organizations all amounts, contributions and deposits including amounts payable by the Allottee/s to the Promoter under this Agreement shall always be paid punctually by the Allottee/s to Promoter and shall not be withheld by the Allottee/s for any reason whatsoever;

15.25 The Allottee/s has/have been informed that the Larger Land bears one Survey Number and has not been sub-divided. The Allottee/s will, therefore, not claim/demand sub-division of the portion of the Larger Land and/or the portion of the Project Land to be leased to the Entities & Organizations in accordance with these presents. It is further agreed that in view of the fact that some of the Approvals obtained and to be obtained will be in respect of the development on the Larger Land, the Allottee/s and the Entities & Organizations when formed will not commit any breach or default which will result in the validity of the



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दस्त क्र. १५९८०/२०२२
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Approvals obtained and to be obtained being vitiated or the Approvals being revoked;

15.26 The PAN No of Promoter Evershine Developers - **AABFE6729P**.

The PAN No of the Allottee/s

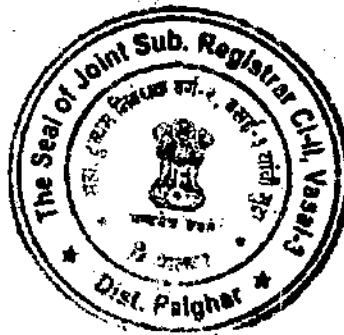
**Mr. Rahul Atmaram Bamane - ASPPB8235R**

**Mrs. Reshma Shashikant Naik - AOJPN8054J**

*Rahul Bamane*

*R.S. Naik*

*M.*  
*Rh.*



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THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Larger Land)

**ALL THAT PIECE AND PARCEL** of non-agricultural vacant Land bearing New Survey Nos. 5/5/A, 5/5/B, 5/5/C, 5/5/D, 5/5/E, 5/6, 5/7 and 5/8 as per latest Record of Rights admeasuring in the aggregating 8,79,581 square meters situate, lying and being at Village Dongare (Dongar Pada) also known as "Village Narangi" within the Registration Sub-District of Vasai, District - Palghar.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the Project Land)

All those demarcated portion/s of the Avenue I Plot admeasuring 32810 square meters and is shaded by a Blue colour and designated 'I-1' on Plan annexed thereto. The Avenue I-1 Plot being a part of the Larger Land and bounded as follows:-

On or towards North : 20 mtrs. Wide D. P. Road.

On or towards South : 24 mtrs. Wide proposed road

On or towards East : 20 mtrs. Wide D. P. Road

On or towards West : Open land



THE THIRD SCHEDULE ABOVE REFERRED TO:

(Description of the Apartment)

All the proposed residential apartment bearing flat no. **1002** admeasuring approximately **51.11** square meters Carpet Area (as per RERA)\* that is approximately **550.15** square feet Carpet Area (RERA)\*, on **10<sup>th</sup> floor**, of the Building no. **19, Type YI1B, Avenue "I-1"** in the Project known as "**Evershine Amavi 303 Phase-I**" situated at Global City, Village Dongre, Virar (W), Dist-Palghar being developed on a portion of the Project Land, more particularly described in the Second Schedule hereinbefore written.

Enclosed balcony area attached to the Apartment is approximately **5.73** square meters, that is, approximately **61.68** square feet;

Utility/open balcony area attached to the Apartment is approximately **-Nil-** square meters, that is, approximately **-Nil-** square feet;

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 दस्त क्र. ५५९६०/२०२१  
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IN WITNESS WHEREOF the parties hereto have hereunto heretofore set and subscribed their respective hands and seals on the day and year first hereinabove written.

**SIGNED SEALED AND DELIVERED**

by the within named "Promoter"

**M/S. EVERSINE DEVELOPERS**

Through its Partner/s

1) **Mr. Lachmandas Bhawandas Ludhani**  
 through his Constitute Attorney  
**Mr. Bharatkumar Bhawandas Ludhani**

*Lachmandas Bhawandas Ludhani*



2) **Mrs. Rachna Kishinchand Ludhani**

*Rachna Kishinchand Ludhani*

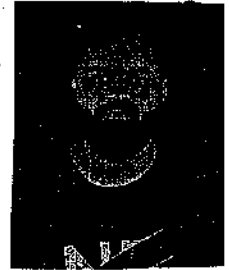


**SIGNED SEALED AND DELIVERED**

by the within named "Allottee/s"

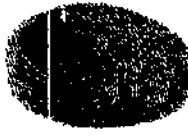
**Mr. Rahul Atmaram Bamane**

*Rahul Bamane*



**Mrs Reshma Shashikant Naik**

*R.S. Naik*



In the presence of

Witness:

1)

2)



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**Payment Receipt**

Sr. No.	Particulars	Cheque/DD/ Payorder/RT GS/NEFT/Ba nk Card Transfer payment Date	Cheque/DD/ Payorder No./ RTGS/ NEFT/ Bank Card payment No.	Bank Name/Branch Payment details	Amt in Rs
1	Part payment towards flat consideration	01.09.2021	158184 (PP)	Union Bank of India, Virar (West)	2,51,428/-
2	Part payment towards flat consideration	01.10.2021	158185 (PP)	Union Bank of India, Virar (West)	52,380/-
3	Part payment towards flat consideration	01.10.2021	Certificate No.XMPEABA	TDS	11,000/-
	<b>Total</b>				<b>3,14,808/-</b>

*Rohit Damore*

*R.S. Nair*

*M.*

*Mh*



वसई - ३  
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२५ / १२

**ANNEXURE-I**

**PAYMENT SCHEDULE**

The Purchase Price of **Rs. 55,00,000/-** (Rupees Fifty Five Lakh Only) payable by the Allottee/s in installments against the following milestones:

Sr.	Time For Payment	Amounts
1	On Booking / Agreement Rs 3,14,808/-	5,50,000/-
2	Part payment towards flat consideration Rs 2,35,192/- on or before 23.09.2021	
3	Part payment towards flat consideration Rs 5,39,000/- on or before 23.09.2021	5,50,000/-
4	Part payment towards flat consideration (TDS) @ 1% Rs 11,000/-	
5	On Occupation Certificate Rs 42,90,000/- On Date of Possession Rs.1,10,000/-	44,00,000/-
6	All Interest Will be Calculated on Actual for delay Period of the above payments	
	<b>Total</b>	<b>Rs. 55,00,000/-</b>

*Rahul Baramore*  
*R.S. Nair*

*Mh* *MM*



## ANNEXURE 'J'

### APARTMENT AND ALLOTTEE/S DETAILS

Sr.	Particular		
(1).	Apartment	Apartment bearing no. <b>1002</b> , on <b>10<sup>th</sup></b> habitable Floor of the Building no. <b>19</b> , Type <b>Y11B</b> , Evershine Amavi 303 Phase-1, in Avenue "I-1", Global City, Village Dongre, Virar (W), Dist- Palghar, admeasuring approximately;	
		Square Meters	Square Feet
	Carpet Area (RERA) of Apartment	<b>51.11</b>	<b>550.15</b>
	Enclosed balcony/Utility area attached to the Apartment	<b>5.73</b>	<b>61.68</b>
	Balcony Open)/ Dry yard Area attached To the Apartment	<b>-Nil-</b>	<b>-Nil-</b>
	Open terrace area attached to the Apartment		
(2).	Purchase Price (Lump sum Price)	<b>Rs. 55,00,000/-</b> (Rupees Fifty Five Lakh Only)	
(3).	Date of Offer of Possession of the Apartment	On or before <b>30<sup>th</sup> December 2023</b>	

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Rahul Bamane

R.S. Nair



**ANNEXURE K'**

वसई - ३
दस्ता क्र. १५९६० १२०२१
६८ १९७८

**CORRESPONDENCE AND OTHER COMMUNICATIONS OF THE PROMOTER AND ALLOTTEE/S**

<b>Name of the Promoter</b>	Evershine Developers
<b>Permanent Account Number</b>	AABFE6729P
<b>Address</b>	215, Veena Beena Shopping Centre, Opp. Bandra Railway Station Bandra (W) Mumbai -400 050
<b>Email</b>	evershinegroup@evershinebuilders.com
<b>Name of Allottee/s and Permanent Account Number</b>	Mr. Rahul Atmaram Bamane Pan no. ASPPB8235R Mrs. Reshma Shashikant Naik Pan no - AOJPN8054J
<b>Address</b>	At Post-Adoor, Fontkhalwadi, Adoor, Ratnagiri, Maharashtra-415705
<b>Contact Number</b>	7028489112 / 8976225782
<b>Email</b>	<a href="mailto:bamanerahulota2012@gmail.com">bamanerahulota2012@gmail.com</a> <a href="mailto:reshmanaik22@gmail.com">reshmanaik22@gmail.com</a>

*Rahul Bamane*  
R.S. Naik

*Mr. M.*



**ANNEXURE 'L'**



वसई - ३  
 एवर्सई क्र. १५१००१२०२१  
 EL 197

Date: 29/09/2021  
 To,  
 Mr. Hira Ludhani  
 Evershine Developers  
 Mumbai

Dear Sir,

**Ref:** Term loan of INR 87.50 Cr/- (Indian Rupees Eighty Seven Crores Fifty Lakhs Only) ("Facility") granted to you by M/s. Bajaj Housing Finance Limited on the terms and conditions inter alia mentioned in our Sanction Letter dated 26/06/2021, Term loan Agreement dated 20/08/2021 and other documents in respect of the Facility ("Facility Documents").

Capitalised / defined terms used but not defined herein shall have the same meaning as assigned under the Facility Documents.

**Sub:** NOC for sale of below mentioned unit at / in "Evershine Amavi 303" (as defined in the Facility Documents).

This is with respect to the captioned subject and your request letter dated 25/09/2021 for our no-objection for sale (as per below details) of the below mentioned units at / in the Project "Evershine Amavi 303", Virar

Customer name	Bldg	Unit	RERA Area (sq. ft.)	Sale Value (Rs)	Received Amount (Rs)	Balance to be received (Rs)	Financer's Name
Mr. Rahul Atamaram Bamane/ Mrs. Reshma Sheshikant Naik	19	1002	611.83	5500000	264000	5236000	Not yet decided

Relying on your representations, undertakings, covenants, confirmations contained in the Facility Documents, Facility Letter, your request letter dated 25/09/2021 and Subject to below mentioned conditions, we give our in-principle no-objection for sale of the above mentioned units in / at the Project "Evershine Amavi 303", Virar

All Receivables in respect of the above-mentioned unit/s shall be deposited directly and only in the below detailed escrow account:  
 Account No: 10451232000079  
 Name of the Account: Evershine Amavi 303 Phase-1 Collection A/c  
 Bank: Punjab National Bank  
 Branch: Bandra (west)  
 Branch Code: 104510  
 IFS Code: PUN0104510  
 MICR: 400024140

This in-principle no-objection is restricted for transaction of sale only of the aforesaid unit and shall be without prejudice to our rights, securities, remedies, title and interest under the Facility Documents.

That it is pertinent to mention here that the deposition of the receivables/payment in the mentioned Escrow account is the pre-condition of the "Facility" and if you fail to honour the same, this NOC shall be deemed to be revoked with immediate effect and also all the transactions based on this NOC shall be construed as null & void.

Thanking you,  
 Yours faithfully,



For Bajaj Housing Finance Limited  
**BAJAJ HOUSING FINANCE LIMITED**  
 100% SUBSIDIARY OF BAJAJ FINANCE LIMITED

Authorised Signatory

7th Floor, Sumer Plaza, Unit No. 701, Sankasth Pada Welfare Society, Marol, Andheri (E), Mumbai - 400071, Maharashtra, India  
 Corporate Office: Cerebrum IT Park, B2 Building, 5th Floor, Kumar City, Kalyani Nagar, Pune - 411 014  
 Registered Office: Mumbai - Pune Road, Akurdi, Pune - 411 035, Maharashtra, India

Corporate ID No. 165910MH1987PLC02961

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# "ANNEXURE-B"

अहवाल दिनांक : 28/09/2020

गाव नमुना सात अधिकार अभिलेख पत्रक  
 ( महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या ( तयार करणे व सुस्थितीत ठेवणे ) नियम, १९७१ यातील नियम ३,५,६ आणि ७ )

गाव :- डोंगरे तालुका :- वसई जिल्हा :- पालघर शेवटचा फेरफार क्रमांक : 1641 व दिनांक : 24/09/2020  
 भूमापन क्रमांक व उपविभाग : 5/5/31

भूमापन क्रमांक व उपविभाग 5/5/31	भू-धारणा पध्दती / भोगवट्यादार वर्ग - I	भोगवट्यादाराचे नाव	क्षेत्र आकार पो.ख. फेरफा	खाते क्रमांक
क्षेत्र एकक आर.चौ.मी विन शेती 5338.65.03 विन शेती आकारणी 405738.00 जिरायत बागायत तरी बरकत इतर एकूण क्षेत्र पॉट-खारव (लागवडीस अयोग्य) वर्ग (अ) वर्ग (ब) एकूण पो ख 0.00.00 आकारणी 0.00 जुडी किंवा विशेष आकारणी	मे. एव्हरसाईन डेव्हलपर्स लॉफे भागीदार संतोष आर. लुधानी	5338.65.03405738.00 (1641)	94	कळोचे नाव ईतर अधिकार अकृषिक वापर राहवास (1641) बोजा - गीणखनिज देय मे.औरा डेव्हलपर्स यांच्यावर गीणखनिज यंत्रबाकीची र.रुपये 2609110/- (अक्षरी सव्वीस लाख नऊ हजार एकशे दहा मात्र) या बोजा. (1641) मे.इंजिन्या कन्स्ट्रक्शन प्रा.ली. यांच्यावर मा.मुद्राक जिल्हाधिकारी, ठाणे यांमार्फत याचा रक्कम रु. 20734380/- (अक्षरी दोन कोटी सात लाख चौतीस हजार तिनशे ऐशी) या बोजा. (1641)
जले फेरफार क्र. (517),(518),(551),(608),(626),(1301),(1316),(1404),(1428),(1429),(1430),(1475),(1490),(1502),(1507),(1508),(1549),(1550),(1576),(1610),(1612),(1613)				सीमा आणि भूमापन चिन्हे :

**वसई - ३**  
**दस्ता क्र. 949 ए/12022**  
**09/19/20**

गाव नमुना बारा पिकांची नोंदवह्या

( महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या ( तयार करणे व सुस्थितीत ठेवणे ) नियम, १९७१ यातील नियम २९ )

गाव :- डोंगरे तालुका :- वसई जिल्हा :- पालघर शेवटचा फेरफार क्रमांक : 1641 व दिनांक : 24/09/2020  
 भूमापन क्रमांक व उपविभाग : 5/5/31

वर्ष	हंगाम	पिकांसाठी क्षेत्राचा तपशील						निर्गळ पिकांसाठी क्षेत्र			लागवडीसाठी उपलब्ध नसलेली जमीन		जल सिंचनाचे साधन	शेरा
		मिश्र पिकांसाठी क्षेत्र	घटक पिके व प्रत्येकासाठी क्षेत्र					स्वरूप	क्षेत्र					
(१)	(२)	मिश्रपिका संकेत क्रमांक (३)	जल सिंचित (४)	अजल सिंचित (५)	पिकाचे नाव (६)	जल सिंचित (७)	अजल सिंचित (८)	पिकाचे नाव (९)	जल सिंचित (१०)	अजल सिंचित (११)	(१२)	(१३)	(१४)	(१५)
			आर. चौ.मी	आर. चौ.मी		आर. चौ.मी	आर. चौ.मी		आर. चौ.मी	आर. चौ.मी		आर. चौ.मी		

"या प्रमाणित प्रतीसाठी फी म्हणून १५/- रुपये मिळाले."  
 दिनांक :- 28/09/2020  
 संकेतिक क्रमांक :- 272100084211600003920201124

( नाव :- अक्षय किशोर गायकर )  
 तलाठी साक्षात :- नोदीनीता :- वसई जि :- पालघर

**खताची सजा नारिंगी**  
**वहसीळ वसई.**



वसई - ३  
दस्तावेज क्र १५१६०  
ANNEXURE-C  
०२१९७

LAYOUT AMENITIES

Sl. No.	Amenities Description
1	Jogging Path
2	Activity Lawn
3	Sand Pit
4	Tot Lot
5	Feature Wall
6	Children's Playground
7	Sit at Pod
8	Fitness Corner
9	Multi Purpose Court
10	Yoga Deck
11	Cascading Planter
12	Timber Deck
13	Outdoor Chess Board
14	Reading Corner
15	Amphitheatre
16	Lounge Pavilion
17	Accent Sculpture
18	Hammock Lounge
19	Senior Corner





## "ANNEXURE-D"



**M.T.Miskita & Co.**  
Advocates & Solicitors

Ref no. 167/2021

14<sup>th</sup> October, 2021

Report on Title

To,  
Messrs. Evershine Developers,  
215, Veena Beena Shopping Centre,  
Second Floor, Guru Nanak Road,  
Bandra (West),  
Mumbai - 400050

वसई - ३
दस्त क्र. १५१६१/२०२१
२३/१०

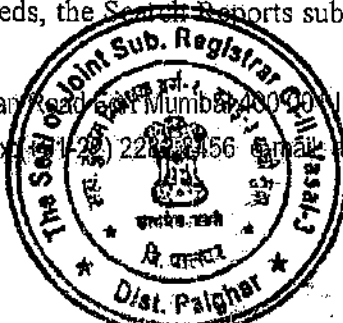
Dear Sirs:

We had, under instructions of Messrs. Evershine Developers a partnership firm registered under the Indian Partnership Act, 1932, having its place of business at Veena Beena Shopping Centre, Second Floor, Guru Nanak Road, Bandra (West), Mumbai 400 050 and Keystone Realtors Private Limited ("Predecessor-in-title"), a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at 702, Natraj, MV Road Junction, Western Express Highway, Andheri (East), Mumbai 400 069 (individually referred to as "Evershine" and "Keystone" and collectively the "Owners") examined their title to the Larger Land admeasuring 8,79,581 Square Meters situate at Village Dongare (Dongar Pada), within the Registration Sub-District of Vasai, District Thane more particularly described in the First Schedule hereunder written (the "Larger Land").

The Owner with an intent to notify the original Owners and/or those having any interest in the Larger Land or any part thereof about the proposed acquisition, constructed a compound wall around the boundaries of the Larger Land during the period 2005 to 2007.

We had: (a) after taking searches at the Office of the Sub-Registrar of Assurances at Vasai, Virar and Nala Sopara, (b) publishing the usual Public Notices in the local newspapers, that is, (i) Free Press Journal (English) dated 9<sup>th</sup> March, 2005 and Nav Shakti (Marathi) dated 11<sup>th</sup> March, 2005, (ii) Free Press Journal (English) dated 26<sup>th</sup> January, 2006 and Nav Shakti (Marathi) dated 25<sup>th</sup> January, 2006, (iii) Free Press Journal (English) dated 13<sup>th</sup> June, 2006 and Nav Shakti (Marathi) dated 13<sup>th</sup> June, 2006, (iv) Free Press Journal (English) dated 12<sup>th</sup> September, 2006 and Nav Shakti (Marathi) dated 13<sup>th</sup> September, 2006 and (v) Free Press Journal (English) dated 27<sup>th</sup> December, 2006 and Nav Shakti (Marathi) dated 27<sup>th</sup> December, 2006, and (c) perusing the photocopies of several title deeds, the Search Reports submitted by our

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search clerk Mr. Shrinwas Chipkar and the extracts from Record of Rights issued our Report on Title dated 3<sup>rd</sup> June, 2009 to the Owners. Evershine has now requested us to provide to them an updated Report on Title with specific reference to Avenue I-1 admeasuring 32,810 square meters and certify Evershine's title to Avenue I-1 by virtue of the Deed of Release-cum-Transfer (defined hereinafter) executed by Keystone in its favour referred to below.

We give below a brief devolution of title of the Owners to the Larger Land, in which Avenue "I-1" is *inter alia* comprised, that is:

1. The Larger Land originally comprised of several pieces and parcels of agricultural land bearing different Survey numbers and were owned and possessed by various owners/agriculturists. These pieces and parcels of Land were acquired by Palghar Land Development Corporation ("PLDC") under several Deeds of Conveyance executed by the Original Owners in favour of PLDC and duly registered with the Sub-Registrar of Assurances at Vasai. The Land was pursuant to such Deeds of Conveyance mutated to the name of PLDC in the Record of Rights. The said Deeds of Conveyance were executed after certain permissions were obtained for the transfer and development of the Larger Land including the Order No. Revenue/K-1/T-9/ANAP/ASR-11/2004 dated 27<sup>th</sup> February, 2004 passed by the Collector, Thane for conversion of the Larger Land to Non-agricultural use;
2. Evershine became seized and possessed of or otherwise well and sufficiently entitled to the Larger Land under five Deeds of Conveyance, that is, the Deed of Conveyance dated 9<sup>th</sup> August, 2005 (as rectified by the duly registered Deeds of Rectification dated 8<sup>th</sup> February, 2006 and 11<sup>th</sup> May 2009), the Deed of Conveyance dated 8<sup>th</sup> February, 2006, the Deed of Conveyance dated 21<sup>st</sup> August, 2006, the Deed of Conveyance dated 27<sup>th</sup> February 2007 and the Deed of Conveyance dated 11<sup>th</sup> May, 2007 made by and between PLDC as Vendors of the First Part, the Erstwhile Partners of PLDC as Confirming Parties of the Second Part and Evershine as Purchaser of the Third Part all adjudicated under the Bombay Stamp Act, 1958 and registered with the Sub-Registrar of Assurances at Vasai. The Larger Land was transferred to Evershine's name in the Record of Rights. Extracts from Index II of the Deeds of Conveyance were obtained. PLDC also made appropriate Declarations as its title to the Larger Land;
3. It was agreed by and between Evershine and PLDC prior to Evershine agreeing to acquire the Larger Land for development that PLDC would obtain all requisite approvals and sanctions from all concerned



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- authorities including the Planning Authority and other concerned authorities for development of the Larger Land in phases. Upon acquisition of the Larger Land by Evershine, PLDC amalgamated the several pieces of Land and allocated new survey nos. 5/1, 5/2, 5/3, 5/4, 5/5A, 5/5B, 5/5C, 5/5D, 5/5E, 5/6, 5/7 and 5/8;
4. Parts/portions of the Larger Land have been reserved and earmarked, under the approved Development Plan of the VVCMC, for development plan roads, development plan reservations, playgrounds, schools, colleges, recreational grounds, common facilities centers, markets, parking areas, channels, etc. (hereinafter collectively referred to as the "Reservations/Amenity Plots").
  5. The Larger Land were originally within the jurisdiction of the City and Industrial Development Corporation of Maharashtra (hereinafter referred to as "CIDCO"), and since 2009 have come under the jurisdiction, and within the limits, of the Vasai-Virar City Municipal Corporation (hereinafter referred to as the "VVCMC");
  6. Pursuant to a group housing scheme jointly evolved by the PLDC and Evershine for development of the Larger Land, a lay-out plan and building proposal were submitted by PLDC to CIDCO, through their Project Architects. In pursuance thereof, CIDCO issued its Commencement Certificate bearing no. CIDCO/VVSR/CC/BP-3519/W/2615, dated 2<sup>nd</sup> December 2005. Thereafter CIDCO approved the plan in respect of the development of the Larger Land vide its Approval bearing no. CIDCO/VVSR/CC/BP-3519/Layout/W/151, dated 29<sup>th</sup> January 2008 and issued 282 (two hundred and eighty-two) commencement certificates in respect thereof (hereinafter collectively referred to as the "2005/2008 Sanctioned Lay-out & Approvals");
  7. Under the 2005/2008 Sanctioned Lay-out & Approvals, various development plan roads, footpaths lighting, street lights, footpath lights, drainage, sewerage, storm, water mains, tree plantation, recreational grounds, play grounds were earmarked required to be developed and provided upon the Larger Land (hereinafter referred to as the "Infrastructure");
  8. Environmental Clearance Certificate/Approval bearing no. 21-544/2006-1A-III, dated 13<sup>th</sup> March 2007 was issued in respect of the Larger Land and the development thereof, by the Government of India, Ministry of Environment and Forests (hereinafter referred to as the "Environmental Clearance")



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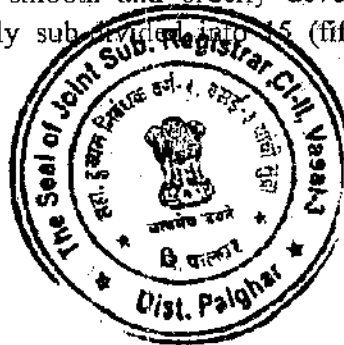
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upon an application made by PLDC prior to the 2008 Sanctioned Lay-out & Approvals;

9. Pursuant to an agreement arrived at by and between Evershine and Keystone's predecessor-in-title, that is Enigma Constructions Private Limited ("Enigma") Evershine by a Deed of Conveyance dated 20<sup>th</sup> March, 2009 made by and between Evershine of the One Part and Enigma of the Other Part, duly registered with the Sub-registrar of Assurances at Vasai under Serial No. 1995 of 2009 ("Deed of Conveyance") conveyed to the Enigma a one-half undivided share in the Larger Land for the consideration mentioned therein. By a Joint Venture Agreement dated 20<sup>th</sup> March 2009, made by and between Evershine of the One Part and Enigma of the Other Part, also registered in the Office of the Sub-Registrar of Assurances at Virar, vide Serial no. Vasai2/1996/2009 dated 21<sup>st</sup> March 2009 (hereinafter referred to as the "Joint Venture Agreement") they agreed to jointly develop the Larger Land, inter alia, with a view to (a) setting up a residential-cum-commercial Complex known as "Global City" upon the Aggregate Avenues, in a phase-wise manner (hereinafter referred to as the "Complex"), in terms of the 2005/2008 Sanctioned Lay-out & Approvals, and further revised lay-out, approvals and permissions to be sanctioned and issued from time to time, including those that are hereinafter recited and selling flats, shops and other premises on ownership basis then under the Maharashtra Ownership Flats Act, 1963, and now the Real Estate (Development And Regulation) Act, 2016 (b) apportionment in equal shares of all sale proceeds from sale of flats and other premises and other dealings with portions of the Larger Land by grant of development rights to third parties, (c) forming co-operative societies of purchasers of flats and other premises in the building and executing leases in perpetuity for a nominal rent in favour of each such societies, (d) transferring by conveyance upon the completion of the entire project the reversionary rights of Evershine and Enigma to an apex body to be formed, *inter alia* of co-operative societies and (e) to collect subscription fee and contributions towards the Corpus Fund from purchasers of flats at stipulated rates therein and to deposit such amounts in designated accounts of the joint venture. It was mutually agreed by and between Evershine and Enigma that we should act as common Solicitors and Advocates and that all dealings and transactions with respect to Larger Land or its developments or developments of any part thereof would be attended to and documented by us;

10. For the smooth and orderly development thereof, the Larger Land was notionally subdivided into 15 (fifteen) or more avenues, which avenues



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- were further sub-divided from time to time (initially by the Predecessor-in-title and Evershine, and subsequently by Keystone and Evershine), whereby there are now approximately 22 (twenty-two) or more avenues identified and earmarked upon the Larger Land (hereinafter referred to as the "Aggregate Avenues"). Some of the avenues, including Avenue 'I' which has been sub-divided into sub-avenues;
11. Upon the Larger Land coming within the jurisdiction of VVCMC as successor of CIDCO, as the planning authority in respect thereof, the Predecessor-in-title and Evershine jointly prepared and submitted, to the VVCMC, revised building proposals in respect of the development of the Larger Property/Complex, through their architect, and the VVCMC issued further Commencement Certificate bearing no. VVCMC/TP/AM/VP-0453/084/2011-12, dated 13<sup>th</sup> September, 2011, as modified by the Commencement Certificate bearing no. VVCMC/TP/AM/VP-0453/296/2011-12, dated 31<sup>st</sup> March, 2012 (hereinafter collectively referred to as the "2011/2012 Revised Lay-out & Approvals"). Subsequently, separate commencement certificates were issued by the VVCMC on an avenue-wise basis, pursuant to which the 2005/2008 Sanctioned Lay-out & Approvals and the 2011/2012 Revised Lay-out & Approvals have been modified and amended, from time to time, to the extent of such amendments to lay-outs of the specific avenues;
  12. By and under the Agreement of Modification dated 13<sup>th</sup> October 2012, made by and between the Evershine and the Predecessor-in-title and registered in the Office of the Sub-Registrar of Assurances at Vasai-2, vide Serial no. 9924 of 2012 (hereinafter referred to as the "Modification Agreement") as subsequently amended and modified by certain letter agreements, executed by Keystone and Evershine, the Predecessor-in-title and Evershine agreed to apportion the saleable FSI of 29,39,133.76 sanctioned under Commencement Certificate No. VVCMC/T.P./AMEND/BP-3519/VP-0453/071/2012-13 dated 13/6/2012 issued by the VVCMC in equal shares and to utilize and exploit their respective shares of the FSI separately and independently in the construction of buildings on designated portions of Avenues 'K' and 'L';
  13. By and under the Order dated 7<sup>th</sup> November 2014, passed in Company Petition Nos. 403 to 411 in the Hon'ble Bombay High Court, Enigma was duly amalgamated with Keystone, whereby all assets, properties, liabilities and obligations of Enigma including its one-half undivided share, right, title and interest in the Larger Land vested absolutely and exclusively in Keystone in the manner as stated thereat;



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14. The hereinbefore recited Environmental Certificate, duly validated subsequently, the commencement certificates and the other approvals obtained till date are hereinafter collectively referred to as the "Approvals, Sanctions and Permissions";
15. The entire Larger Land bears one Survey Number and has not been and will not be subdivided and consequently, a transferable and assignable lease in perpetuity at a nominal annual lease rent of Re. 1/- (Rupee One Only) per annum will be executed by the Owners of the portions of the Avenue 'I-1' described in the Second Schedule hereunder and the conveyance will be executed by the Evershine of the Residential Building/s constructed thereon with appurtenant area/s around each such Residential Building not less than 6 meters in width in favour of each Co-operative Housing Societies formed of purchasers of flats, shops and other premises in such Residential Building under the Maharashtra Co-operative Societies Act, 1960.
16. Pursuant to the Joint Venture Agreement, Rustomjee Evershine Joint Venturers have constructed buildings on Avenues G, H, J and M and sold flats, shops and other premises on ownership basis under MOFA, and have in the past about 8 years executed several development agreements in favour of Developers in respect of certain Avenues or Sub-Avenues granting irrevocable development rights to each of them pursuant to which development of these Avenues/Sub-Avenues have either been completed or in progress.
17. Pursuant to an agreement arrived at by and between Evershine and Keystone, Keystone by and under the Deed of Release-cum-Transfer dated 28<sup>th</sup> day of March, 2018, made by and between the Keystone of the One Part and Evershine of the Other Part and registered in the Office of the Sub-Registrar at Vasai-2 under Serial no. 3156 of 2018 ("Release-cum-Transfer") read with Deed of Rectification dated 10<sup>th</sup> day of September, 2020, made by and between the Keystone of the One Part and Evershine of the Other Part and registered in the Office of the Sub-Registrar at Vasai-5 under Serial no. 3530 of 2020 ("Rectification Deed"), has irrevocably released, granted and transferred unto Evershine its entire one-half undivided share, right, title and interest, in and to the said Avenue 'I-1' (being a portion of the Larger Land) admeasuring approximately 32,810 square meters and more particularly described in the Second Schedule hereunder written ("Avenue I-1") in accordance with the terms and conditions of the said Release-cum-Transfer. Keystone has in the said Release-cum-Transfer made representations, *inter*



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*alia*, to the effect that (a) the original Deed of Conveyance executed by Evershine in favour of the Predecessor-in-title is in the custody and possession of Keystone and Keystone has not created any mortgage, charge, negative lien or other third party rights in respect of Avenue 'I-1' or in respect of the building potential and/or F.S.I. utilizable on Avenue 'I-1', (b) no permission or approval of any persons or parties is required to be obtained by Keystone for entering into and consummating the transaction herein, (c) With regard to the share of Keystone in Avenue I-1, Keystone has not agreed to grant or granted any development rights or entered into any joint venture for development of Avenue 'I-1' or sale or utilization of its share of the F.S.I. and that Keystone is absolutely and unconditionally entitled to deal with and/or dispose off and/or develop Avenue 'I-1' without notice or reference to any person or party except Evershine and (d) accordingly, Keystone has not done or undertaken any act, deed, matter or thing whereby the title of Keystone to Avenue 'I-1' is encumbered or any third party rights created in respect thereof. Evershine has also by its Declaration dated 12<sup>th</sup> October, 2021 to us, *inter alia*, confirmed that Evershine has not created any mortgage or charge, or third party rights, or other encumbrance on the said Avenue I-1 or any part thereof as also there are no suits, actions, proceedings, notices, claims, or demands or order of injunction or attachment affecting Avenue I-1 or any part thereof or the F.S.I. to be utilized in the construction of building/s on Avenue I-1.

18. You have vide your Declaration informed us that you have undertaken the following matters in respect of Avenue 'I-1', that is:

(a). You are developing the Avenue 'I-1' in three phases as follows:

(i) Phase I – in respect of which you will develop and construct buildings identified as “Building Nos. 14 to 23” and in pursuance thereof have registered this phase as a “real estate project” as defined under RERA with the Maharashtra Real Estate Regulatory Authority (“MahaRERA”), Mumbai bearing MahaRERA Registration No. P99000024780 being, Evershine Amavi 303 Phase 1 on 18<sup>th</sup> May, 2020.

(ii) Phase II – in respect of which you will develop and construct buildings identified as “Building Nos. 10 to 13” and in pursuance thereof have registered this phase as a “real estate project” as defined under RERA with the MahaRERA,



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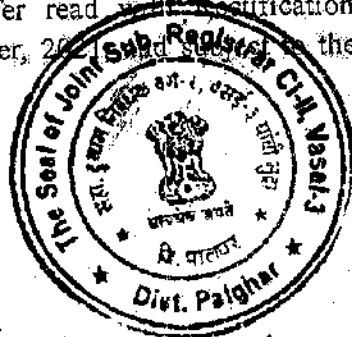
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Mumbai bearing MahaRERA Registration No. P99000024860 being, Evershine Amavi 303 Phase 2 on 18<sup>th</sup> May, 2020.

(iii) Phase III – in respect of which you will develop and construct buildings identified as “Building Nos. 6 to 9 and 24 to 26” and in pursuance thereof have registered this phase as a “real estate project” as defined under RERA with the MahaRERA, Mumbai bearing MahaRERA Registration No. P99000024753 being, Evershine Amavi 303 Phase 3 on 18<sup>th</sup> May, 2020.

(b) You have availed of a rupee facility from Bajaj Housing Finance Limited (“BHFL”) to an extent of Rs. 87,50,00,000/- (Rupees Eighty-Seven Crores Fifty Lakhs Only) upon the terms and conditions recorded and contained in the Loan Agreement dated 20th August, 2021 (“Loan Agreement”) and as a security for repayment thereof of the Secured Liabilities (as defined under the BHFL Mortgage Deed as defined hereunder), by and under the Indenture of Mortgage cum Charge dated 7th September, 2021 (“BHFL Mortgage”), registered in Office of the Joint Sub-Registrar Class II Vasai II under Serial no. Vasai- 3/11733 of 2021, made by and between Evershine as Borrower or Mortgagor and BHFL as Security Trustee or Mortgagee as amended and rectified by Letter Agreement dated 8th October, 2021 (duly notarised) by and between Evershine and BHFL (“BHFL Mortgage Deed”) you created in favour of BHFL, (i) a mortgage by way of first ranking and exclusive charge over, inter alia, Avenue ‘I-1 (being a portion of the Larger Land) admeasuring approximately 32,810 square meters, together with maximum utility of 7,58,442 square feet FSI along with the projects referred to in sub-paragraph (a) hereinabove, the unsold units as stated in Schedule 1 – Part A and (ii) registered charge over the present and future Receivables (as defined under the BHFL Mortgage Deed), upon the terms and conditions recorded and contained therein. You have vide your Declaration informed us that you have filed the necessary forms with the Registrar of Companies in respect of the creation of the aforesaid charge, on the said Avenue I-1.

19. In our opinion, and based on our investigation, the declarations / writings executed by PLDC, representations made by Keystone in the Release-cum-Transfer read with Rectification Deed, and the Declaration dated 12<sup>th</sup> October, 2021, are in conformity with the covenant and conditions of the Release-



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cum-Transfer and the terms and conditions of the lay-out and other approvals and permissions in respect of the Larger Land and Avenue 'I-1', Evershine's title to Avenue 'I-1' admeasuring 32,810 square meters is marketable and free from all encumbrances subject to what is stated hereinabove, including paragraph 15 hereof and the BHFL Mortgage. Evershine is entitled to develop Avenue 'I-1' in accordance with and subject to the covenants in Deed of Release-cum-Transfer including the covenant not to utilize FSI exceeding 7,58,442 square feet FSI in the construction of the building/s on Avenue I-1.

**The First Schedule Above Referred To:**

**(Description of The Larger Land)**

**ALL THAT PIECE AND PARCEL** of non-agricultural vacant Land bearing New Survey Nos. 5/1, 5/2, 5/3, 5/4, 5/5A, 5/5B, 5/5C, 5/5D, 5/5E, 5/6, 5/7 and 5/8 as per latest Record of Rights admeasuring in the aggregating 8,79,581 square meters situate, lying and being at Village Dongare (Dongar Pada) also known as "Village Narangi" within the Registration Sub-District of Vasai, District - Thane.

**The Second Schedule Above Referred To:**

**(Description of Avenue "I-1")**

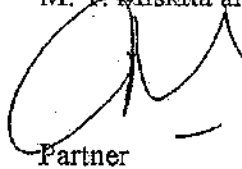
All those demarcated portion/s of the Avenue I-1 Plot admeasuring 32810 square meters and is shaded by a Blue colour and designated 'I-1' on Plan annexed thereto. The Avenue I-1 Plot being a part of the Larger Land and bounded as follows:-

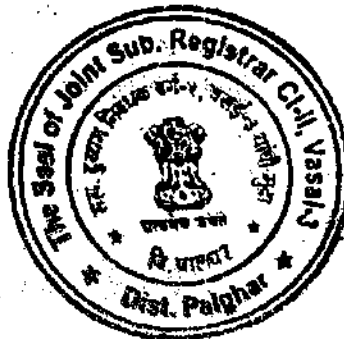
- On or towards North :- 20 mtrs. Wide D. P. Road.
- On or towards South :- 24 mtrs. Wide proposed road
- On or towards East :- 20 mtrs. Wide D. P. Road
- On or towards West :- Open land

Dated this 14<sup>th</sup> day of October 2021.

Yours faithfully,

M. T. Miskita and Company

  
Partner



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CA 1972

Speed Post/Online

F. No. 21-186/2017-IA-III  
Government of India  
Ministry of Environment, Forest and Climate Change  
(IA.III Section)

Indira Paryavaran Bhawan,  
Jor Bagh Road, New Delhi - 3

Date: 12<sup>th</sup> October, 2017

To,

M/s Evershine Developers  
215, Veena Beena Shopping Center,  
Opp Bandra Station, Bandra West,  
Mumbai - 400050 (Maharashtra)  
Email : [evershinegroup@evershinebuilders.com](mailto:evershinegroup@evershinebuilders.com)

**Subject:** Expansion in EC of Residential & Commercial complex at Evershine Global City, New survey no. 5, 5B, 5F, 5G, 5D at Village Dongre, Virar (west), Taluka Vasai, District Thane by M/s Evershine Developers - Environmental Clearance - reg.

Sir,

This has reference to your online proposal No. IA/MH/NCP/64339/2014 dated 18<sup>th</sup> May, 2017 submitted to this Ministry for grant of Environmental Clearance (EC) in terms of the provisions of the Environment Impact Assessment (EIA) Notification, 2006 under the Environment (Protection) Act, 1986.

2. The proposal for grant of environmental clearance to the project 'Expansion in EC of Residential & Commercial complex at Evershine Global City', New survey no. 5, 5B, 5F, 5G, 5D at Village Dongre, Virar (west), Taluka Vasai, District Thane by M/s Evershine Developers was considered by the Expert Appraisal Committee (Infra-2) in its meeting held on 27-29 June, 2017 and 21-24 August, 2017. The details of the project, as per the documents submitted by the project proponent, and also as informed during the above meeting, are under:-

- (i) The project "Expansion in EC of Residential & Commercial complex at Evershine Global City, New survey no. 5, 5B, 5F, 5G, 5D at Village Dongre, Virar (west), Taluka Vasai, District Thane is located at 19°28'13.81"N Latitude and 72°48'16.93"E longitude.
- (ii) This is an expansion project. Earlier environmental clearance was granted vide letter no. 21-544/2006-IA-III dated 13.03.2007 for built-up area 845591.43 sqm. Construction of 5,25,904.52 sqm is completed as per EC received out of 845591.43 sqm.
- (iii) The total plot area is 9,32,440 sqm, FSI area is 14,59,803.39 sqm and total construction (built-up) area of 25,05,114.36 sqm after expansion.
- (iv) During construction phase, total water requirement is expected to be 30 KLD which will be met by outsourced Tanker water. During the construction phase, Septic tanks will be provided for disposal of waste water. Temporary sanitary toilets will be provided during peak labor force.

Proposal No. IAMHNC/2017/186



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- (v) During operational phase, total water demand of the project is expected to be 16007 KLD and the same will be met by the VVCMC/Recycled Water (5409 KLD for flushing, 1000 KLD for landscaping). Out of which 10598 KLD is domestic water requirement. Wastewater generated (12862 KLD) uses will be treated in 4 nos. of STPs of total 12900 KLD capacity. 6409 KLD of treated wastewater will be recycled (5409 for flushing, 1000 for gardening). About 5166 KLD (in Non-Monsoon) & 6166 KLD (in Monsoon season) will be disposed in to municipal drain.
- (vi) About 70,301 Kg/day solid waste will be generated in the project. The biodegradable waste (40,316 Kg/Day) will be processed in OWC and the non-biodegradable waste generated (29,985 Kg/Day) will be handed over to authorized local vendor.
- (vii) The total power requirement during construction phase is 100 KVA and will be met from MSEDC Land total power requirement during cooperation phase is Connected load: 99788 KW, Maximum Demand: 39872 KW and will be met from MSEDC.
- (viii) Rooftop rainwater of buildings will be collected in various no. of RWH tanks of total 789 cum capacity for harvesting after filtration. Capacity of RWH Tanks - 1577 cum considering 2 days capacity.
- (ix) Parking facility for 18133 nos. four wheelers and 25443 no. of two wheelers is proposed to be provided against the requirement according to local norms.
- (x) Proposed energy saving measures would be Overall saving - 21% saving through Solar (renewable component) -13.6% of power.
- (xi) It is located /not located within 10 km Eco sensitive area - The project is 10.00 km away from Tungreshwar Wildlife Sanctuary.
- (xii) There is no court case pending against the project.
- (xiii) ToR was granted in 38<sup>th</sup> SEAC-II, Maharashtra meeting held on 5-8 October, 2015.
- (xiv) Investment/Cost of the project is Rs. 3900.00 Crore.
- (xv) Employment potential: 100 shall be provided with temporary housing facilities. Since it is a partially commercial project it will generate permanent employment of approx. 2000 persons.
- (xvi) Benefits of the project:-This is a township project which will help in reducing population density of Mumbai city and for convinces in employment for industrial belts of Virar Palghar and adjoin industrial estate. The project also has proposals for school which will add to the basic infrastructure of the Vasai Virar region. This is a residential project which will create 2000 direct employment and 1500 indirect employment during the operation phase.

3. The EAC, in its meeting held on 21-24 August, 2017, after detailed deliberations on the proposal, has recommended for grant of Environmental Clearance to the project. As per recommendations of the EAC, the Ministry of Environment, Forest and Climate Change hereby accords Environmental Clearance to the project 'Expansion in EC of Residential & Commercial complex at Evershine



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Global City', New survey no. 5, 5B, 5F, 5G, 5D at Village Dongre, Virar (west), Taluka Vasai, District Thane by M/s Evershine Developers, under the provisions of the EIA Notification, 2006 and amendments/circulars issued thereon, and subject to the specific and general conditions as under:-

**PART A – SPECIFIC CONDITIONS:**

**I. Construction Phase**

- (i) The project proponent shall obtain all necessary clearance/ permission from all relevant agencies including town planning authority before commencement of work. All the construction shall be done in accordance with the local building byelaws.
- (ii) The natural drain system should be maintained for ensuring unrestricted flow of water. No construction shall be allowed to obstruct the natural drainage through the site, on wetland and water bodies. Check dams, bio-swales, landscape, and other sustainable urban drainage systems (SUDS) are allowed for maintaining the drainage pattern and to harvest rain water. Buildings shall be designed to follow the natural topography as much as possible. Minimum cutting and filling should be done.
- (iii) Construction site shall be adequately barricaded before the construction begins. Dust, smoke & other air pollution prevention measures shall be provided for the building as well as the site. These measures shall include screens for the building under construction, continuous dust/ wind breaking walls all around the site (at least 3 meter height). Plastic/tarpaulin sheet covers shall be provided for vehicles bringing in sand, cement, murrum and other construction materials prone to causing dust pollution at the site as well as taking out debris from the site. Sand, murrum, loose soil, cement, stored on site shall be covered adequately so as to prevent dust pollution. Wet jet shall be provided for grinding and stone cutting. Unpaved surfaces and loose soil shall be adequately sprinkled with water to suppress dust.
- (iv) All construction and demolition debris shall be stored at the site (and not dumped on the roads or open spaces outside) before they are properly disposed. All demolition and construction waste shall be managed as per the provisions of the Construction and Demolition Waste Rules, 2016. All workers working at the construction site and involved in loading, unloading, carriage of construction material and construction debris or working in any area with dust pollution shall be provided with dust mask.
- (v) Provisions shall be made for the housing of construction labour within the site with all necessary infrastructure and facilities such as fuel for cooking, mobile toilets, mobile STP, safe drinking water, medical health care, creche etc. The housing may be in the form of temporary structures to be removed after the completion of the project.
- (vi) At least 20% of the open spaces as required by the local building bye-laws shall be pervious. Use of Grass pavers, paver blocks with at least 50% opening, landscape etc. would be considered as pervious surface.

Proposal No. 14/MH/NCPR/...



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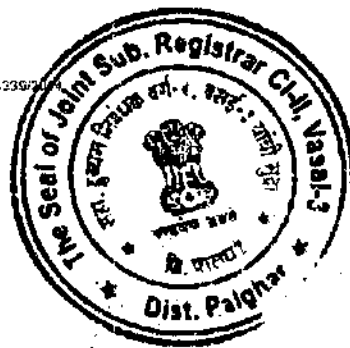
- (vii) Compliance with the Energy Conservation Building Code (ECBC) of Bureau of Energy Efficiency shall be ensured. Buildings in the States which have notified their own ECBC, shall comply with the State ECBC. Outdoor and common area lighting shall be LED. Concept of passive solar design that minimize energy consumption in buildings by using design elements, such as building orientation, landscaping, efficient building envelope, appropriate fenestration, increased day lighting design and thermal mass etc. shall be incorporated in the building design. Wall, window, and roof u-values shall be as per ECBC specifications.
- (viii) Use of water saving devices/ fixtures (viz. low flow flushing systems; use of low flow faucets tap aerators etc) for water conservation shall be incorporated in the building plan.
- (ix) Installation of dual pipe plumbing for supplying fresh water for drinking, cooking and bathing etc and other for supply of recycled water for flushing, landscape irrigation, car washing, thermal cooling, conditioning etc. shall be done.
- (x) Separation of grey and black water should be done by the use of dual plumbing system. In case of single stack system separate recirculation lines for flushing by giving dual plumbing system be done.
- (xi) Sewage shall be treated in the STP with tertiary treatment. The treated effluent from STP shall be recycled/re-used for flushing, horticulture & DG cooling.
- (xii) The local bye-law provisions on rain water harvesting should be followed. If local bye-law provision is not available, adequate provision for storage and recharge should be followed as per the Ministry of Urban Development Model Building Byelaws, 2016. As proposed, Rainwater of buildings will be collected and 06 No. of tanks and 134 pits shall be provided for storm water recharging to ground after filtration as per CGWB guidelines.
- (xiii) Separate wet and dry bins must be provided in each unit and at the ground level for facilitating segregation of waste. Solid waste shall be segregated into wet garbage and inert materials. Wet garbage shall be composted in Organic Waste Converter. Adequate space shall be provided for solid waste management within the premises which will include area for segregation, composting. The inert waste from group housing project will be sent to dumping site.
- (xiv) Solar based electric power shall be provided to each unit for at least two bulbs/light and one fan. As proposed, central lighting and street lighting shall also be based on solar power.
- (xv) A First Aid Room shall be provided in the project both during construction and operations of the project.
- (xvi) Topsoil should be stripped to a depth of 20 cm from the areas proposed for buildings, roads, paved areas, and external services. It should be stockpiled appropriately in designated areas and reapplied during plantation of the proposed vegetation on site.



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- (xvii) Disposal of muck during construction phase shall not create any adverse effect on the neighboring communities and be disposed taking the necessary precautions for general safety and health aspects of people, only in approved sites with the approval of competent authority.
- (xviii) The diesel generator sets to be used during construction phase shall be low sulphur diesel type and shall conform to Environmental (Protection) prescribed for air and noise emission standards.
- (xix) Water demand during construction should be reduced by use of pre-mixed concrete, curing agents and other best practices referred.
- (xx) As proposed, no ground water shall be used during construction/ operation phase of the project.
- (xxi) Approval of the CGWA require before any dewatering for basements.
- (xxii) The approval of the Competent Authority shall be obtained for structural safety of buildings due to earthquakes, adequacy of firefighting equipment etc as per National Building Code including protection measures from lightening etc.
- (xxiii) Any hazardous waste generated during construction phase, shall be disposed off as per applicable rules and norms with necessary approvals of the State Pollution Control Board.
- (xxiv) Vehicles hired for bringing construction material to the site should be in good condition and should have a pollution check certificate and should conform to applicable air and noise emission standards be operated only during non-peak hours.
- (xxv) Ambient noise levels shall conform to residential standards both during day and night as per Noise Pollution (Control and Regulation) Rules, 2000. Incremental pollution loads on the ambient air and noise quality shall be closely monitored during construction phase. Adequate measures shall be made to reduce ambient air and noise level during construction phase, so as to conform to the stipulated standards by CPCB / SPCB.
- (xxvi) Use of environment friendly materials in bricks, blocks and other construction materials, shall be required for at least 20% of the construction material quantity. These include Fly Ash bricks, hollow bricks, AACs, Fly Ash Lime Gypsum blocks, Compressed earth blocks, and other environment friendly materials. Fly ash should be used as building material in the construction as per the provision of Fly Ash Notification of September, 1999 and amended as on 27<sup>th</sup> August, 2003 and 25<sup>th</sup> January, 2016. Ready mixed concrete must be used in building construction.
- (xxvii) A comprehensive mobility plan, as per MoUD best practices guidelines (URDPFI), shall be prepared to include motorized, non-motorized, public, and private networks. Road should be designed with due consideration for environment, and safety of users. The road system can be designed with these basic criteria.
- Hierarchy of roads with proper segregation of vehicular and pedestrian traffic.

Proposal No. I/M/H/INCP/64236/21



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- Traffic calming measures.
- Proper design of entry and exit points.
- Parking norms as per local regulation.

## II. Operational Phase

- (i) The gaseous emissions from DG set shall be dispersed through adequate stack height as per CPCB standards. Acoustic enclosure shall be provided to the DG sets to mitigate the noise pollution. Low sulphur diesel shall be used. The location of the DG set and exhaust pipe height shall be as per the provisions of the Central Pollution Control Board (CPCB) norms.
- (ii) For indoor air quality the ventilation provisions as per National Building Code of India.
- (iii) Fresh water requirement from HUDA shall not exceed 1011 m<sup>3</sup>/day.
- (iv) The quantity of fresh water usage, water recycling and rainwater harvesting shall be measured and recorded to monitor the water balance as projected by the project proponent. The record shall be submitted to the Regional Office, MoEF&CC along with six monthly Monitoring reports.
- (v) The installation of the Sewage Treatment Plant (STP) shall be certified by an independent expert and a report in this regard shall be submitted to the Ministry before the project is commissioned for operation. Periodical monitoring of water quality of treated sewage shall be conducted. Necessary measures should be made to mitigate the odour problem from STP.
- (vi) No sewage or untreated effluent water would be discharged through storm water drains.
- (vii) Sludge from the onsite sewage treatment, including septic tanks, shall be collected, conveyed and disposed as per the Ministry of Urban Development, Central Public Health and Environmental Engineering Organization (CPHEEO) Manual on Sewerage and Sewage Treatment Systems, 2013.
- (viii) The provisions of the Solid Waste (Management) Rules, 2016, e-Waste (Management) Rules, 2016, and the Plastics Waste (Management) Rules, 2016 shall be followed.
- (ix) Solar, wind or other Renewable Energy shall be installed to meet electricity generation equivalent to 1% of the demand load or as per the state level/ local building bye-laws requirement, whichever is higher.
- (x) Solar power shall be used for lighting in the apartment to reduce the power load on grid. Separate electric meter shall be installed for solar power. Solar water heaters shall be used to meet hot water demand, as far as possible.
- (xi) Energy conservation measures like installation of CFLs/ LED for the lighting the area outside the building should be integral part of the project design and should be in place before project commissioning. Used CFLs, TFL and LED shall be properly collected and disposed off/sent for recycling as per the prevailing guidelines/rules of the regulatory authority to avoid mercury contamination.



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- (xii) A minimum of 1 tree for every 80 sqm of land should be planted and maintained. The existing trees will be counted for this purpose. Preference should be given to planting native species. Where the trees need to be cut, compensatory plantation in the ratio of 1:3 (i.e. planting of 3 trees for every 1 tree that is cut) shall be done and maintained. Recreational Ground Area shall be provided as per norms.
- (xiii) An environmental management plan (EMP) shall be prepared and implemented to ensure compliance with the environmental conditions specified above. A dedicated Environment Monitoring Cell with defined functions and responsibility shall be put in place to implement the EMP. The environmental cell shall ensure that the environment infrastructure like Sewage Treatment Plant, Landscaping, Rain Water Harvesting, Energy efficiency and conservation, water efficiency and conservation, solid waste management, renewable energy etc. are kept operational and meet the required standards. The environmental cell shall also keep the record of environment monitoring and those related to the environment infrastructure.
- (xiv) The company will draw up and implement a Corporate Social Responsibility plan as per the Company's Act of 2013.

#### PART B - GENERAL CONDITIONS

- (i) A copy of the environmental clearance letter shall also be displayed on the website of the concerned State Pollution Control Board. The EC letter shall also be displayed at the Regional Office, District Industries centre and Collector's Office/ Tehsildar's office for 30 days.
- (ii) The funds earmarked for environmental protection measures shall be kept in separate account and shall not be diverted for other purpose. Year-wise expenditure shall be reported to this Ministry and its concerned Regional Office.
- (iii) Officials from the Regional Office of MoEF&CC, Nagpur who would be monitoring the implementation of environmental safeguards should be given full cooperation, facilities and documents/data by the project proponents during their inspection. A complete set of all the documents submitted to MoEF&CC shall be forwarded to the APCCF, Regional Office of MoEF&CC, Nagpur.
- (iv) In the case of any change(s) in the scope of the project, the project would require a fresh appraisal by this Ministry.
- (v) The Ministry reserves the right to add additional safeguard measures subsequently, if found necessary, and to take action including revoking of the environment clearance under the provisions of the Environmental (Protection) Act, 1986, to ensure effective implementation of the suggested safeguard measures in a time bound and satisfactory manner.
- (vi) All other statutory clearances such as the approvals for storage of diesel from Chief Controller of Explosives, Fire Department, Civil Aviation Department, the Forest Conservation Act, 1980 and the Wildlife (Protection) Act, 1972 etc. shall be obtained, as applicable by project proponents from the respective competent authorities.

Proposal No. IJMHRCP/64339



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- (vii) These stipulations would be enforced among others under the provisions of the Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act 1981, the Environment (Protection) Act, 1986, the Public Liability (Insurance) Act, 1991 and the EIA Notification, 2006.
- (viii) The project proponent shall advertise in at least two local Newspapers widely circulated in the region, one of which shall be in the vernacular language informing that the project has been accorded Environmental Clearance and copies of clearance letters are available with the State Pollution Control Board and may also be seen on the website of the Ministry of Environment, Forest and Climate Change at <http://www.envfor.nic.in>. The advertisement shall be made within Seven days from the date of receipt of the Clearance letter and a copy of the same shall be forwarded to the Regional Office of this Ministry at Nagpur.
- (ix) Any appeal against this clearance shall lie with the National Green Tribunal, if preferred, within a period of 30 days as prescribed under Section 16 of the National Green Tribunal Act, 2010.
- (x) A copy of the clearance letter shall be sent by the proponent to concerned Panchayat, Zilla Parishad/Municipal Corporation, Urban Local Body and the Local NGO, if any, from whom suggestions/ representations, if any, were received while processing the proposal. The clearance letter shall also be put on the website of the company by the proponent.
- (xi) The proponent shall upload the status of compliance of the stipulated EC conditions, including results of monitored data on their website and shall update the same periodically. It shall simultaneously be sent to the Regional Office of MoEF&CC, the respective Zonal Office of CPCB and the SPCB. The criteria pollutant levels namely; SPM, RSPM, SO<sub>2</sub>, NO<sub>x</sub> (ambient levels as well as stack emissions) or critical sectoral parameters, indicated for the project shall be monitored and displayed at a convenient location near the main gate of the company in the public domain.
- (xii) The environmental statement for each financial year ending 31<sup>st</sup> March in Form-V as is mandated to be submitted by the project proponent to the concerned State Pollution Control Board as prescribed under the Environment (Protection) Rules, 1986, as amended subsequently, shall also be put on the website of the company along with the status of compliance of EC conditions and shall also be sent to the respective Regional Offices of MoEF&CC by e-mail.
4. This issues with the approval of the Competent Authority.

*Kushal*  
(Kushal Vashist)  
Director

**Copy to:**

- 1) The Principal Secretary, Environment Department, Government of Maharashtra, 15<sup>th</sup> Floor, New Administrative Building, Mantralaya, Mumbai - 400 032.
- 2) The APCCF (C), MoEF&CC, Regional Office (WCZ), Ground Floor, East Wing, New Secretariat Building, Civil Lines, Nagpur - 440001.



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दस्ता क्र १५९६० १२०२१
२०१९

- 3) The Chairman, Central Pollution Control Board Parivesh Bhavan, CBD-cum-Office Complex, East Arjun Nagar, New Delhi - 110 032.
- 4) The Chairman, Maharashtra Pollution Control Board, Kalpataru Point, 3<sup>rd</sup> and 4<sup>th</sup> floor, Opp. Cine Planet, Sion Circle, Mumbai-400 022.
- 5) Monitoring Cell, MoEF&CC, Indira Paryavaran Bhavan, New Delhi.
- 6) Guard File/ Record File/ Notice Board.

  
(Kushal Vashist)  
Director



"ANNEXURE-३"- ३

वसु क. १५९८८/२०२१

२९/०७

दस्तावेज नं. : ०२५० - २५२५२०९ / ०२/०३/०४/०५/०६

फॅक्स : ०२५० - २५२५२०९

ई-मेल: vassivirarcorporation@yahoo.com

मुख्य कार्यालय, विरार  
विरार (पूर्व),  
ता. वसई, जि. पालघर - ४०१ ३०५.



स्थापना : २ जुलै २००९

जावक क्र. : व.वि.श.म.

दिनांक : 16/07/2018

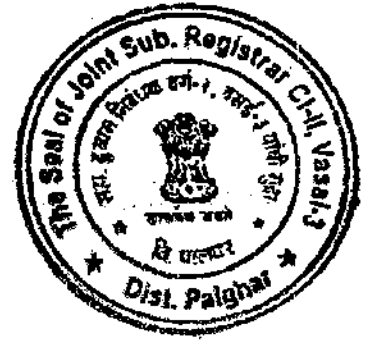
VVCMC/TP/RDP/VP-0453/81/2018-19

To,  
M/s. Evershine Developers  
215, Veena Beena Shopping Centre  
Opp. Bandra Station, Bandra West,  
Mumbai - 400 050.

Sub: Revised Layout Plan & Revised Development permission for Residential with shopline buildings Type T11-6, 8, 9, T12-7, Y11A-10, 11, 13, 17, 18, Y11A-12, T11A-14, 15 & Residential Buildings Type Y11B- 19, 20, & RSI1A-21, 22, 23, 24, 25, 26 in Avenue I & Residential buildings Type 1A (Wing A&C), Type 1B (Wing B), Type 1A (Wing D), Commercial building & Podium Parking in Avenue D1 on land bearing New S.No.5, 5B, 5D, 5F, 5G of Village: Dongre, Tal: Vasai, Dist: Palghar

- Ref: 1) Commencement Certificate No. CIDCO/VVSR/CC/BP-3519/W/2617 Dated. 02/12/2005.
- 2) Commencement Certificate No. CIDCO/VVSR/CC/BP-3519/Layout/W/151 Dated. 29/01/2008.
- 3) Revised Development Permission granted vide letter no. DL. 15/06/2009, 08/10/2009 & 07/07/2010.
- 4) Revised Development Permission granted vide letter no. VVCMC/TP/AM/VP-0453/010/2011-12 dated 10/05/2011.
- 5) Revised Development Permission granted vide letter no. VVCMC/TP/AM/VP-0453/084/2011-12 dated 13/09/2011.
- 6) Revised Development Permission granted vide letter no. VVCMC/TP/AM/VP-0453/296/2011-12 dated 31/03/2012.
- 7) Revised Development Permission granted vide letter no. VVCMC/TP/AM/VP-0453/071/2012-13 dated 13/06/2012.
- 8) Revised Development Permission granted vide letter no. VVCMC/TP/AM/VP-0453/073/2012-13 dated 13/06/2012.
- 9) Revised Development Permission granted vide letter no. VVCMC/TP/RDP/VP-0453/0229/2012-13 dated 14/03/2013.
- 10) Revised Development Permission granted vide letter no. VVCMC/TP/RDP/VP.0453/0279/2013-14. Dated 28/10/2013
- 11) Revised Development Permission granted vide letter no. VVCMC/TP/RDP/VP.0453/077/2014-15. Dated 02/07/2014
- 12) Revised Development Permission granted vide letter no. VVCMC/TP/RDP/VP.0453/2758/2014-15. Dated 09/10/2014
- 13) Revised Development Permission granted vide letter no. VVCMC/TP/RDP/VP.0453/0276/2014-15. Dated 17/01/2015
- 14) Revised Development Permission granted vide letter no. VVCMC/TP/RDP/VP.0453/262/2015-16. Dated 07/11/2015
- 15) Revised Development Permission granted vide letter no. VVCMC/TP/RDP/VP.0453/028/2017-18. Dated 20/05/2017
- 16) Revised Development Permission granted vide letter no. VVCMC/TP/RDP/VP.0453/091/2017-18. Dated 13/10/2017
- 17) Revised Development Permission granted vide letter no. VVCMC/TP/RDP/VP.0453/025/2018-19. Dated 14/05/2018
- 18) Competant Authority Order of VVCMC as per MRTIP Act. Dated 02/06/2018.
- 19) Your Architects letter dated 20/02/2018

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वसई - ३

दस्तावेज क्र. ५९६०/२०२१

६३/१९७८



मुख्य कार्यालय, विरार  
विरार (पूर्व),  
ता. वसई, जि. पालघर - ४०१ ३०५.

दूरध्वनी : ०२२५० - २५२५१०१/२२/०२३/०४/०५/०६  
फॅक्स : ०२२५० - २५२५१०७  
ई-मेल : vasaivirarcorporation@yahoo.com

जावक क्र. : व.वि.श.म.  
दिनांक :

16/07/2018

VVCMC/TP/RDP/VP-0453/81/2018-19

23574 Dated 07/10/2009, Challan No. 27527 Dated 07/07/2010 with CIDCO & Receipt No. 91454 Dated 07/05/2011, Receipt No. 150528 & 150529 Dated 23/08/2011, Receipt No. 227974 Dated 30/05/2012 & Receipt No. 600082 Dt.28/09/2017 with VVCMC as interest from security deposit shall be forfeited either in whole or in part at the absolute discretion of the Municipal Corporation for breach of any other building Control Regulation & Conditions attached to the permission covered by the Commencement Certificate. Such forfeiture shall be without prejudice to any other remedial right of the Municipal Corporation.

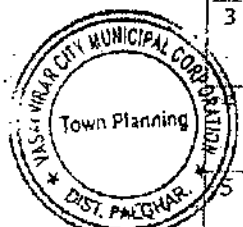
Please find enclosed herewith the approved Revised Development permission for Residential with shopline buildings Type TI1-6, 8, 9, TI2-7, YI1A-10, 11, 13, 17, 18, YI12A-12, TI1A-14, 15 & Residential Buildings Type YI1B- 19, 20, & RSI1A-21, 22, 23, 24, 25, 26 in Avenue I & Residential buildings Type 1A (Wing A&C), Type 1B (Wing B), Type 1A (Wing D) & Commercial Building & Podium Parking in Avenue D1 on land bearing New S.No.5,5B,5D,5F,5G of Village: Dongre, Tal : Vasai, Dist :Palghar  
The details of buildings is given below:

**AVENUE I ( NOW AMENDED)**

Sr No	Predominant Use	Bldg. Type	No. of Floors	No of Bld g.	BUA per Bldg.	No of Flats	No. of Shops	Total B.U.A. (in sq.m.)
1	Residential/ with Shopline (Now Amended)	TI1-6,8,9	Stilt/Gr+14	3	2813.22	162	12	8439.64
2	Residential/ with Shopline (Now Amended)	TI2-7	Stilt/Gr+14	1	2965.18	54	14	2965.13
3	Residential/ with Shopline (Now Amended)	YI-1A, 10,11,13, 17,18	Stilt/Gr+14	5	3141.33	265	30	15706.65
4	Residential/ with Shopline (Now Amended)	YI-2A,12	Stilt/Gr+14	1	3204.91	54	8	3204.91
5	Residential/ with Shopline (Now Amended)	TI-1A, 14,15	Stilt/Gr+14	2	2766.01	106	8	5532.92
6	Residential (Now Amended)	YI-1B, 19,20	Stilt/Gr+14	2	3116.43	110	0	6232.86
7	Residential (Now Amended)	RSI-1A 21,22,23, 24,25,26	Stilt+14	6	4201.86	660	0	25211.16

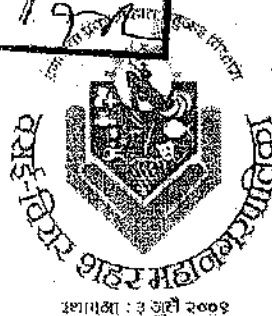
**AVENUE D1 ( NOW AMENDED)**

Sr No	Predominant Use	Bldg. Type	No. of Floors	No of Bld g.	BUA per Bldg.	No of Flats	No. of Shops	Total B.U.A. (in sq.m.)
1	Residential (Now Amended)	1A(wing A)	Gr+12	1	4186.13	101	0	4186.13
2	Residential (Now Amended)	1B (wing B)	Gr+14	1	4845.34	117	0	4845.34
3	Residential (Now Amended)	1A(wing C)	Gr+12	1	4186.13	101	0	4186.13



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 वसई क्र. १५९ ए०/२०२१  
 २०१९

मुख्य कार्यालय, विरार  
 विरार (पूर्व),  
 ता. वसई, जि. पालघर - ४०१ ३०५.



दूरध्वनी : ०२५० - २५२५२०१ / ०२/०३/०४/०५/०६  
 फॅक्स : ०२५० - २५२५२०७  
 ई-मेल : vasai@rarcorporation@yahoo.com

जावक क्र. : व.वि.स.प.

दिनांक : 16/07/2018

VVCMC/TP/RDP/VP-0453/81/2018-19

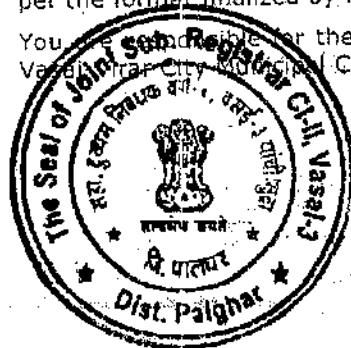
4	Residential (Now Amended)	1A(wing D)	Gr+14	1	4841.72	117	0	4841.72
5	Commercial (Now Amended)		Gr+1 (part)	1	392.87	0	2	392.87

The revised plan duly approved herewith supersedes all the earlier approved plans. The conditions of Commencement Certificate granted vide Commencement Certificate No.CIDCO/VVSR/CC/3P-3519/Layout/W/151 Dated. 29/01/2008.Revised Development Permission granted vide letter no. Dt. 15/06/2009, 08/10/2009 & 07/07/2010. Revised Development Permission granted vide letter no. VVCMC/TP/AM/VP 0453/010/2011-12 dated 10/05/2011.Revised Development Permission granted vide letter no. VVCMC/TP/AMVP-0453/084/2011-12 dated 13/09/2011.Revised Development Permission granted vide letter no. VVCMC/TP/AM/VP-0453/296/2011-12 dated 31/03/2012.Revised Development Permission granted vide letter no. VVCMC/TP/AM/VP-0453/071/2012-13 dated 13/06/2012.Revised Development Permission granted vide letter no. VVCMC/TP/AM/VP-0453/073/2012-13 dated 13/06/2012. Revised Development Permission granted vide letter no. VVCMC/TP/RDP/VP-0453/0229/2012-13 dated 14/03/2013.Revised Development Permission granted vide letter no. VVCMC/TP/RDP/VP.0453/0279/2013-14. Dated 28/10/2013,Revised Development Permission granted vide letter no. VVCMC/TP/RDP/ VP.0453/077/2014-15. Dated 02/07/2014,Revised Development Permission granted vide letter no. VVCMC/TP/RDP/VP.0453/2758/2014-15. Dated 09/10/2014 Revised Development Permission granted vide letter no. VVCMC/TP/RDP/ VP.0453 /0276 / 2014-15. Dated 17/01/2015. Revised Development Permission granted vide letter no. VVCMC/TP/RDP/VP.0453/262/2015-16. Dated 07/11/2015, Revised Development Permission granted vide letter no. VVCMC/TP/RDP/VP.0453/028/2017-18. Dated 20/05/2017,Revised Development Permission granted vide letter no. VVCMC/TP/RDP/VP.0453/091/2017-18. Dated 13/10/2017, Revised Development Permission granted vide letter no. VVCMC/TP/RDP/VP.0453/025/2018-19. Dated 14/05/2018. Stands applicable to the approval of amended plans along with the following conditions:

*Handwritten signature*



- 1) This revised plan is valid for one year from the date of issue of commencement certificate for each building distinctively. The revalidation shall be obtained as per section 48 of MRTTP Act, distinctively for each building.
- 2) The Occupancy Certificate for the buildings will be issued only after provision of potable water is made available to each occupant.
- 3) Notwithstanding anything contained in the commencement certificate condition it shall be lawful to the planning authority to direct the removal or alteration of any structures erected or use contrary to the provisions of this grant within the specific time.
- 4) The Municipal Corporation reserves the right to enter the premises for inspection of maintenance of infrastructure facilities during reasonable hours of the day and with prior notice.
- 5) You shall submit detailed proposal in consultation with Engineering Department, Municipal Corporation for rain water harvesting and solid waste disposal to treat dry and organic waste separately by design department.
- 6) You have to fix a board of public notice regarding unauthorized covering of marginal open spaces before applying for occupancy certificate of next building as per the format finalized by Municipal Corporation.
- 7) You shall be responsible for the disputes that may arise due to Title/ Access matter. Vasai-Virar City Municipal Corporation is not responsible for any such disputes.



मुख्य कार्यालय, विरार  
विरार (पूर्व),  
ता. वसई, जि. पालघर - ४०१ ३०५.



स्थापना : ३ जून २००९

वसई - ३

दस्त क्र: १५१६०/२०२१

६५१७८

दस्तावेज नं. : ०२५० - २५२५२०७ - २०१३/०४/०५/०९

फैक्स : ०२५० - २५२५२०७

ई-मेल: vasaiVirarCorporation@yahoo.com

आवक क्र. : व.वि.श.म.

दिनांक :

16/07/2018

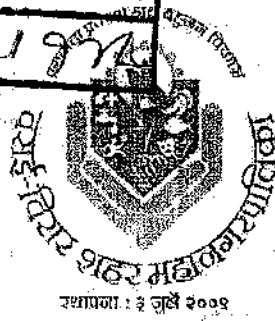
VVCMC/TP/RDP/VP-0453/81/2018-19

- 8) You shall construct Compound wall as per approved drawing before applying for any kind of permission.
- 9) You shall submit Chief Fire officer NOC before applying for Plinth Complication Certificate. If applicable.
- 10) You shall provide two distinct pipelines for drinking, cooking and for other rest of the activities.
- 11) You shall not cut any tree which is existing on site. The existing tree shall be replanted by adopting suitable technology by taking permission from Vasai Virar city municipal Corporations. New trees shall be planted on the premises @ 30 per sq.m of BUA and 10@ per Sq.m in R.G. Further you shall submit NOC from tree Authority of VVCMC before applying for occupancy certificate regarding compliance to governing tree act also.
- 12) You shall provide the Rain Water Harvesting systems as per Govt. notification No.TBA-432001/2133/CR-230/01/UD-11 dtd. 10/03/2005 & TPB-4307/395/CR-24/2007/UD-11. dtd. 06/06/2007 by appointing the Rain Water Consultants empanelled by VVCMC. Occupancy Certificate shall be granted after certification of Rain Water Harvesting systems by said empanelled consultant of VVCMC.
- 13) You are responsible for obtaining various permissions from other authorities subsequent to grant of permission like revised N.A order, PWD NOC, NOC from Highway Authority, NOC from Railway, NOC from MSEB, MOEF, CRZ/Wetlands etc., as may be applicable and N.A TILR as required as per N.A order and other applicable compliances. If any of the compliances as per other Dept/Acts/ requirements are not done, only you shall face the consequence arising out of such lapse from your side and VVCMC is not responsible for the lapses from your side.
- 14) You are responsible for complying with all conditions of N.A. order/sale permission / other permissions of other authorities including MOEF/CRZ/Wetlands etc. In case of any violation with reference to conditions of N.A. order / permissions of other Authorities, only you shall be responsible for the said violation and the same may call for actions by Concerned Authority as per their statutory provisions. Vasai Virar City Municipal Corporation has no role in the said matters. However if any conditions pertaining to validity of said orders are not complied like validity of N.A. order etc. Only you are liable for any actions as may be contemplated by the said authority notwithstanding the permission granted by VVCMC as the same need to be ensured by Concerned Authority.
- 15) As per notification no: TPB-4312/CR-45/2012/(1)/UD-11 dtd. 8<sup>th</sup> November 2013 from GOM U/s. 37 (1AA) (C) of MR & TP Act, 1966, you shall construct EWS/LIG housing in the form of tenements as prescribed in above notification at least to the extent of 20% of basic zone FSI. (Of area Nil sq.m) which is earmarked in the drawing as enclosed and conditions (Specified in clause of the said notification) are strictly to be followed. For this purpose you shall contact Executive Engineer-I, Konkan Housing and Area Development Board, MHADA, Room No.169A, Mezzanine Floor, Grihanirman Bhavan, Bandra (E), Mumbai-403 051 contact No. 02266405018. If applicable.
- 16) You shall take all precautionary measures as per various statutory provisions including provisions as contained in National Building code of India in order to avoid injury/loss to lives and property during construction and till the property is handed over to the subsequent legitimate owner of the property. If any such incident occurs you are responsible for the same and VVCMC is not responsible for your negligence, in providing various precautionary measures to avoid accidents, leading to loss of life, injury or loss of property.
- 17) You shall develop the access road to the satisfaction of Vasai-Virar City Municipal Corporation as per the width as shown in the approved plan (D.P. Road/ access



वसई - ३
दस्तावेज क्र. 499/2018/2022
२२/७/१८

मुख्य कार्यालय, विरार  
विरार (पूर्व),  
ता. वसई, जि. पालघर - ४०१ ३०५.



दूरध्वनी : ०२५० - २५२५१०१ / ०२/०३/०४/०५/०६  
फॅक्स : ०२५० - २५२५१०७  
ई-मेल : vasavirarcorporation@yahoo.com.

जावक क्र. : व.वि.श.म.

दिनांक : 16/07/2018

VVCMC/TP/RDP/VP-0453/३१/२०१८-१९

obtained as the case may be) before applying for Plinth Completion Certificate. You shall give detailed engineering report comprising reclamation level to be maintained, Storm Water drainage systems, sewerage systems and water supply (tank sizes etc) before applying for Plinth Completion Certificate.

- 18) You shall follow the MOEF notification and all other applicable notifications and guidelines issued by Central and State Governments for development of these lands by following all provisions including Hon'ble Court Orders.
- 19) You are responsible for the disposal of construction & Demolition waste (debris) that may be generated during the demolition of existing structure & during the execution work of buildings.
- 20) You shall provide separate dust bins per wing of buildings for Dry & Wet waste & Composting unit as per MSW rules 2016 prior to occupancy certificate.
- 21) You shall abide by all conditions mentioned in MSW rules 2016 and guidelines/order about Solid Waste Management which needs to be implemented in your proposal from time to time as instructed by this office as per Swacch Bharat Mission and guidelines from VVCMC and State/Central Govt. You shall submit compliance report regarding the above before approaching this office for grant of Occupancy Certificate.

Yours faithfully,

(Issued as per approved by the Commissioner)

Dy. Director of Town Planning  
Vasai Virar City Municipal Corporation

C.C. to:

1. Asst. Commissioner, UCD,  
Vasai-Virar city Municipal Corporation.  
Ward office .....A.....
2. Shri. Divyesh Shah, Architect.  
103, Lucky Palace, Station Road,  
Vasai (W), Taluka : Vasai,  
Dist: Palghar.





"ANNEXURE E-3" वसई - ३

मुख्य कार्यालय, विरार  
विरार (पूर्व),  
ता. वसई, जि. पालघर - ४०१ ३०५.



दस्त क्र. 49960/2019
दृष्टवनी : ०२५/०२/२०१९
फॅक्स : ०२५० - २५२१२०९

ई-मेल : vasavirarcorporation@yahoo.com

जातक क्र. : च.वि.श.म.  
दिनांक :

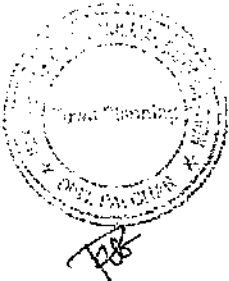
VVCMC/TP/RDP/VP-0453/59/2019-20

31/07/2019

To,  
M/S. Evershine Developers,  
215, Veena Beena Shopping Centre,  
Opp. Bandra Station, Bandra West,  
Mumbai - 400 050.

Sub: Revised Development permission for Residential with shopline building Type T12-7 (Gr+14<sup>th</sup>), Type T11-8 & T11-9 (St/Gr+14<sup>th</sup>), Type Y11A-10& Y11A-11 (St/Gr+14pt), Type Y12A-12 (St/Gr+14<sup>th</sup>), Type Y11A-13 (st/Gr+14pt), Type T11A-14&T11A-15 ( St/Gr+14<sup>th</sup>) & Type T11A-16 (Ground Only), Type Y11A-17&Y11A-18 (St/Gr+14pt ) on land bearing New S.No.5, 5B, 5D, 5F, 5G of Village: Dongre, Tal: Vasai, Dist: Palghar.

- Ref:
- 1) Commencement Certificate No. CIDCO/VVSR/CC/BP-3519/W/2617 Dated. 02/12/2005.
  - 2) Commencement Certificate No. CIDCO/VVSR/CC/BP-3519/Layout/W/151 Dated. 29/01/2008.
  - 3) Revised Development Permission granted vide letter no. Dt. 15/06/2009, 08/10/2009 & 07/07/2010.
  - 4) Revised Development Permission granted vide letter no. VVCMC/TP/AM/VP-0453/010/2011-12 dated 10/05/2011.
  - 5) Revised Development Permission granted vide letter no. VVCMC/TP/AM/VP-0453/084/2011-12 dated 13/09/2011.
  - 6) Revised Development Permission granted vide letter no. VVCMC/TP/AM/VP-0453/296/2011-12 dated 31/03/2012.
  - 7) Revised Development Permission granted vide letter no. VVCMC/TP/AM/VP-0453/071/2012-13 dated 13/06/2012.
  - 8) Revised Development Permission granted vide letter no. VVCMC/TP/AM/VP-0453/073/2012-13 dated 13/06/2012.
  - 9) Revised Development Permission granted vide letter no. VVCMC/TP/RDP/VP-0453/0229/2012-13 dated 14/03/2013.
  - 10) Revised Development Permission granted vide letter no. VVCMC/TP/RDP/VP.0453/0279/2013-14. Dated 28/10/2013
  - 11) Revised Development Permission granted vide letter no. VVCMC/TP/RDP/VP.0453/077/2014-15. Dated 02/07/2014
  - 12) Revised Development Permission granted vide letter no. VVCMC/TP/RDP/VP.0453/2758/2014-15. Dated 09/10/2014.
  - 13) Revised Development Permission granted vide letter no. VVCMC/TP/RDP/VP.0453/0276/2014-15. Dated 17/01/2015
  - 14) Revised Development Permission granted vide letter no. VVCMC/TP/RDP/VP.0453/262/2015-16. Dated 07/11/2015
  - 15) Revised Development Permission granted vide letter no. VVCMC/TP/RDP/VP.0453/028/2017-18. Dated 20/05/2017
  - 16) Revised Development Permission granted vide letter no. VVCMC/TP/RDP/VP.0453/091/2017-18. Dated 13/10/2017
  - 17) Revised Development Permission granted vide letter no. VVCMC/TP/RDP/VP.0453/025/2018-19. Dated 14/05/2018
  - 18) Revised Development Permission granted vide letter no. VVCMC/TP/RDP/VP.0453/081/2018-19. Dated 16/07/2018
  - 19) Revised Development Permission granted vide letter no. VVCMC/TP/RDP/VP.0453/150/2018-19. Dated 05/11/2018
  - 20) Revised Development Permission granted vide letter no. VVCMC/TP/RDP/VP.0453/246/2018-19. Dated 20/07/2019



वसई - ३
दस्त क्र. १५९८०/२०२१
२६/१२

VVCMC/TP/RDP/VP-0453/59/2019-20

31/07/2019

- 20) Competant Authority Order of VVCMC as per MRTP Act. Dated 02/06/2012.  
21) Your Architects letter dated. 08/05/2019

Sir / Madam,

The Development Plan of Vasai Virar Sub Region is sanctioned by Government of Maharashtra vide Notification no TPS-1205/1548/CR-234/2005/UD-12 dated 09/02/2007. Keeping 113 EPS in pending. Further 5 EPS were approved vide Notification No. TPS-1208/1917/CR-89/09/UD-12 dtd. 13/03/2009, 31 EPS were approved vide Notification No. TPS-1208/1917/CR-89/09/UD-12 dtd 19/09/2009, Notification No. TPS-1208/1917/CR-89/08/UD-12 dtd 05/10/2009, 11 EPS were approved vide Notification No. TPS-1209/1917/CR-89/09 UD-12 dtd. 4<sup>th</sup> April 2012 and 1 EP was approved vide notification no. TPS-1214/975/CR-77/14/UD-12 dtd. 16<sup>th</sup> August 2014. Govt. entrusted Planning Authority functions for respective jurisdiction of Vasai-Virar City Municipal Corporation vide notification no. TPS-1209/2429/CR-262/2010/UD-12 dtd. 07/07/2010. Further Vasai Virar City Municipal Corporation is appointed by Govt. of Maharashtra as SPA for 21 villages Arnala, Arnala Killa, Patilpada, Mulkam, Temb, Kolhapur, Chandrapada, Tokri, Khaipada, Vasalai, Rangao, Doliv, Khardi, Khochiwada, Pali, Tivri, Octane, Tarkhad, Maljipada, Satpala & Kalamb, notification no. TPS-1214/UOR-54/CR-17/15/UD-12 dtd. The 21<sup>st</sup> February 2015. In the capacity of Municipal Corporation/Planning Authority for respective jurisdiction and SPA for 21 villages VVCMC is functioning as per MRTP Act 1966.

The details of permission are as under:.

The drawing shall be read with the layout plan approved along with this letter and conditions mentioned in the letter No. CIDCO/VVSR/CC/BP-3519/W/2617. Dated. 2/12/2005 & CIDCO/VVSR/CC/BP-3519/Layout/W/151, Dated. 29/01/2008.

The detail of the Layout are given below

1	Name of assessee/ Owner	M/s Evershine Developers
2	Location	Dongre
3	Land Used (Predominant)	Residential / Residential with shopline C.F.C- Building
4	Area of plot (As per 7/12 extract)	879581.01 Sq.m
5	Area deleted from layout S.No 1A(467) H.No. 1-1-9(p)	800.00 Sq.m
6	Balance plot area	878781.01 Sq.m
7	Less proposed 20mt & 30mt D.P Road (127052.07-397.67)	126654.40 Sq.m
8	Less D.P reservation	85448.83Sq.m
9	Total area (7+8)	212103.23 Sq.m
10	Net plot area (6-9)	666677.78 Sq.m
11	R.G 15% of 10 ( Net plot area)	100001.67 Sq.m
12	5% C.F.C. of 10 ( Net plot area)	33333.89 Sq.m
13	Buildable area 85 % OF (10)	566676.11.Sq.m
14	Add 9.5% Land pooling area (13)	53834.23 Sq.m
15	Add. 75%	94990.80 Sqm
15	Perm	715501.14.Sq.m



मुख्य कार्यालय, विरार  
विरार (पूर्व),  
ता. वसई, जि. पालघर - ४०१ ३०५.



वसई - ३  
दस्त क्र. १५१२०/२०१९  
२२/०३/०४/०४/०४

फॅक्स : ०२५० - २५२५२०७  
ई-मेल : vasavirarcorporation@yahoo.com

जाचक क्र. : व.वि.श.म.  
दिनांक :

VVCMC/TP/RDP/VP-0453/59/2019-20

३१/०७/२०१९

15	Previously approved area	715430.57 Sq.m
18	Total Builtup area Proposed	715426.77 Sq.m
20	Balance area	74.37 Sq.m

The commencement certificate shall remain valid for a period of one year for the particular building under reference from the date of its issue (As per Section 44 of MR & TP Act, 1966 and Clause 2.42 & 2.6.9 of Sanctioned D.C. Regulations-2001).

The amount of Rs. 10580016/- (Rupees One Crore Five Lakh Eighty Thousand Sixteen only) deposited vide Challan No. 4025 Dated 02/12/2005, Challan No. 14613 Dated 21/01/2008, Challan No. 20613 Dated 11/06/2009, Challan No. 23574 Dated 07/10/2009, Challan No. 27527 Dated 07/07/2010 with CIDCO & Receipt No. 91454 Dated 07/05/2011, Receipt No. 150528 & 150529 Dated 23/08/2011, Receipt No. 227974 Dated 30/05/2012, Receipt No. 600082 Dt.28/09/2017 & Receipt No.763588 Dt.29/07/2019 with VVCMC as interest from security deposit shall be forfeited either in whole or in part at the absolute discretion of the Municipal Corporation for breach of any other building Control Regulation & Conditions attached to the permission covered by the Commencement Certificate. Such forfeiture shall be without prejudice to any other remedial right of the Municipal Corporation.

Please find enclosed herewith the approved Revised Development permission for Residential with shopline building Type T12-7 (Gr+14<sup>th</sup>), Type T11-8 & T11-9 (St/Gr+14<sup>th</sup>), Type Y11A-10&Y11A-11 (St/Gr+14pt), Type Y12A-12 (St/Gr+14<sup>th</sup>), Type Y11A-13 (St/Gr+14pt), Type T11A-14&T11A-15 (St/Gr+14<sup>th</sup>) & Type T11A-16 (Ground Only), Type Y11A-17& Y11A-18 (St/Gr+14pt) on land bearing New S.No.5, 5B, 5D, 5F, 5G of Village: Dongre, Tal: Vasai, Dist: Palghar

The details of buildings is given below:

AREA SUMMARY ( NOW AMENDED)

AVENUE - I

Sr No	Predominant Use	Bldg. Type	No. of Floors	No of Bldg.	No of Wing	No of Flats	No. of shop	Total B.U.A. (In sq.m.)
1	Residential /shopline	T12-7	Gr+14	1	1	54	09	2964.34
2	Residential /shopline	T11-8,9	Stilt/Gr+14	1	2	108	09	5617.88
3	Residential /shopline	Y11-A 10&11	Stilt/Gr+14	1	2	106	13	6276.62
4	Residential /shopline	Y12A-12	Stilt/Gr+14	1	1	53	06	3206.38
5	Residential /shopline	Y11A-13	Stilt/Gr+14	1	1	54	10	3141.33
6	Residential /shopline	T11A-14,15, 16	Stilt/Gr+14& 16 Ground floor only	1	3	104	14	5548.20
7	Residential /shopline	Y11A-17,18	Stilt/Gr+14	1	2	106	13	6276.62

The revised plan duly approved herewith supersedes all the earlier approved plans. The conditions of Commencement Certificate granted vide this office letter No.CIDCO/VVSR/CC/BP-3519/Layout/W/151 Dated. 29/01/2008.

- 1) This revised plan is valid for one year from the date of issue of commencement certificate for each building distinctively. The revalidation shall be obtained as per section 48 of MRTP Act, distinctively for each building.

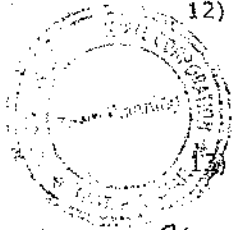


वसई - ३
दस्त क्र. १५९६६/२०२१
१००/१९८

VVCMC/TP/RDP/VP-0453/59/2019-20

31/07/2019

- 2) The Occupancy Certificate for the buildings will be issued only after provision of potable water is made available to each occupant.
  - 3) Notwithstanding anything contained in the commencement certificate condition it shall be lawful to the planning authority to direct the removal or alteration of any structures erected or use contrary to the provisions of this grant within the specific time.
  - 4) The Municipal Corporation reserves the right to enter the premises for inspection of maintenance of infrastructure facilities during reasonable hours of the day and with prior notice.
  - 5) You shall submit detailed proposal in consultation with Engineering Department, Municipal Corporation for rain water harvesting and solid waste disposal to treat dry and organic waste separately by design department.
  - 6) You have to fix a board of public notice regarding unauthorized covering of marginal open spaces before applying for occupancy certificate of next building as per the format finalized by Municipal Corporation.
  - 7) You are responsible for the disputes that may arise due to Title/ Access matter. Vasai-Virar City Municipal Corporation is not responsible for any such disputes.
  - 8) You shall construct the compound wall / Retaining as per site condition which will be designed and supervise by certified structural Engineer before Plinth Completion Certificate.
  - 9) You shall submit Chief Fire officer NOC before applying for Plinth Completion Certificate. If applicable.
  - 10) You shall provide two distinct pipelines for drinking, cooking and for other rest of the activities.
  - 11) You shall not cut any tree which is existing on site. The existing tree shall be replanted by adopting suitable technology by taking permission from Vasai Virar city municipal Corporations. New trees shall be planted on the premises @ 30 per sq.m of BUA and 10@ per Sq.m in R.G. Further you shall submit NOC from tree Authority of VVCMC before applying for occupancy certificate regarding compliance to governing tree act also.
  - 12) You shall provide the Rain Water Harvesting systems as per Govt. notification No.TBA-432001/2133/CR-230/01/UD-11 dtd. 10/03/2005 & TPB-4307/396/CR-24/2007/UD-11 dtd. 06/06/2007 by appointing the Rain Water Consultants empanelled by VVCMC. Occupancy Certificate shall be granted after certification of Rain Water Harvesting systems by said empanelled consultant of VVCMC.
- You are responsible for obtaining various permissions from other authorities subsequent to grant of permission like revised N.A order, PWD NOC, NOC from Highway Authority, NOC from Railway, NOC from MSEB, MOEF, CRZ/Wetlands etc., as may be applicable and N.A TILR as required as per N.A order and other applicable compliances. If any of the compliances as per other Dept/Acts/ requirements are not done, only you shall face the consequence arising out of such lapse from your side and VVCMC is not responsible for the lapses from your side.
- 14) You are responsible for complying with all conditions of N.A. order/safe permission / other permissions of other authorities including MOEF/CRZ/Wetlands etc. In case of any violation with reference to conditions of N.A. order / permissions of other Authorities, only you shall be responsible for the said violation and the same may call for actions by Concerned Authority as per their statutory provisions. Vasai Virar City Municipal Corporation has no role in the said matters. However if any conditions pertaining to validity of said orders are not complied like validity of N.A. order etc. notwithstanding the fact that the permission granted by VVCMC as the same need to be considered as a matter of priority.



मुख्य कार्यालय, विरार  
विरार (पूर्व),  
ता. वसई, जि. पालघर - ४०१ ३०५.



दूरध्वनी : ०२५० - २५२५२०१ / ०२/०३/०४/०५/०६  
फॅक्स : ०२५० - २५२५१०७  
ई-मेल : vasaivirarcorporation@yahoo.com

VVCMC/TP/RDP/VP-0453/Sq/2019-20

जावक क्र. : व.वि.स.प.
दस्तावेज क्र. : १५१६०/२०२१
१०९/१०१५

- 15) As per notification no: TPB-4312/CR-45/2012/(I)/UD-11 dtd. 8<sup>th</sup> November 2013 from GOM U/s. 37 (1AA) (C) of MR & TP Act, 1966, you shall construct EWS/LIG housing in the form of tenements as prescribed in above notification at least to the extent of 20% of basic zone FSI. (Of area Nil sq.m) which is earmarked in the drawing as enclosed and conditions (Specified in clause of the said notification) are strictly to be followed. For this purpose you shall contact Executive Engineer-1 Konkan Housing and Area Development Board, MHADA, Room No.169A, Mezzanine Floor, Grihanirman Bhavan, Bandra (E), Mumbai-403 051 contact No. 02266405018.  
If applicable
- 16) You shall take all precautionary measures as per various statutory provisions including provisions as contained in National Building code of India in order to avoid injury/loss to lives and property during construction and till the property is handed over to the subsequent legitimate owner of the property. If any such incident occurs you are responsible for the same and VVCMC is not responsible for your negligence, in providing various precautionary measures to avoid accidents leading to loss of life, injury or loss of property.
- 17) You shall develop the access road to the satisfaction of Vasai-Virar City Municipal Corporation as per the width as shown in the approved plan (D.P. Road/ access obtained as the case may be) before applying for Plinth Completion Certificate. You shall give detailed engineering report comprising reclamation level to be maintained, Storm Water drainage systems, sewerage systems and water supply (tank sizes etc) before applying for Plinth Completion Certificate.
- 18) You shall follow the MOEF notification and all other applicable notifications and guidelines issued by Central and State Governments for development of these lands by following all provisions including Hon'ble Court Orders.
- 19) You are responsible for the disposal of construction & Demolition waste (debris) that may be generated during the demolition of existing structure & during the execution work of buildings.
- 20) You shall provide separate dust bins per wing of buildings for Dry & Wet waste as per MSW rules 2016 prior to occupancy certificate.
- 21) You shall abide by all conditions mentioned in MSW rules 2016 and guidelines/order about Solid Waste Management which needs to be implemented in your proposal from time to time as instructed by this office as per Swacch Bharat Mission and guidelines from VVCMC and State/Central Govt. You shall submit compliance report regarding the above before approaching this office for grant of Occupancy Certificate.
- 22) VVCMC has asked IIT-Bombay and NEERI to prepare Comprehensive flood management plan by reviewing current development plan and past studies. The applicant shall have to adhere all recommendations of IIT Bombay and NEERI for flood management of Vasai Virar Sub region affecting the layout.
- 23) You shall provide temporary toilet Blocks at site for labours/ Workers for the ongoing construction activity. The temporary constructed toilets blocks shall be demolished before final Occupancy Certificate.  
(Issued as per approved by the Commissioner)

Yours faithfully,

Dy. Director of Town Planning (I/C)  
Vasai Virar City Municipal Corporation

C.C. to:

1. Asst. Commissioner, UCD,  
Vasai-Virar city Municipal Corporation.  
Ward office --- 'A'---
2. Shri. Divyesh Shah, Architect,  
103, Lucky Palace, Station Road,  
Vasai (W), Taluka : Vasai,  
Dist: Palghar.



## Annexure-F

वसई - ३
दस्ता क्र १५१६०/२०२१
१०२१९७



### 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 P99000024780

Project: **EVERSHINE AMAVI 303 PHASE 1**, Plot Bearing / CTS / Survey / Final Plot No.: part of Avenue I-1 being pt of larger layout bearing New Survey no.5 5B 5D 5F 5G of village Dongare at Dongare, Palghar, Palghar, 401303.

1. Evershine Developers having its registered office / principal place of business at Tehsil: Andheri, District: Mumbai Suburban, Pin: 400050.
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 05/03/2020 and ending with 30/12/2023 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. Vasantrao Remanand Prabhu  
(Secretary, MahaRERA)  
Date: 08-09-2021 23:26:38

Dated: 08/09/2021  
Place: Mumbai

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

वसई - ३

दस्ता क्र. ५९६० १२०२१

१०५ १९२८

Annexure-F



## 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 :  
P99000024860

Project: **EVERSHINE AMAVI 303 PHASE 2, Plot Bearing / CTS / Survey / Final Plot No.: Part of Avenue I-1, being pt of larger layout bearing New Survey No 5,5B,5D,5F,5G of Village Dongare at Dongare, Palghar, Palghar, 401303;**

1. Evershine Developers having its registered office / principal place of business at Tehsil: **Andheri, District: Mumbai Suburban, Pin: 400050.**
  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 09/03/2020 and ending with 30/12/2023 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 Premchand Prabhu  
(Secretary, MahaRERA)  
Date:08-09-2021 23:25:11

Dated: 08/09/2021  
Place: Mumbai

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



## Annexure-F

वसई - ३
दस्ता क्र. १५९६०/२०२१
१०/१२



### 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 P99000024753

Project: **EVERSHINE AMAVI 303 PHASE 3, Plot Bearing / CTS / Survey / Final Plot No.: Part of Avenue I-1, Being pt of Larger Layout bearing New Survey No 5, 5B, 5D, 5F, 5G of Village Dongareat Dongare, Palghar, Palghar, 401303:**

1. Evershine Developers having its registered office / principal place of business at Tehsil: Andheri, District: Mumbai Suburban, Pin: 400050.
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 scheduled 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 (1) 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 02/03/2020 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. Vasanti Pramanand Prabhu  
(Secretary, MahaRERA)  
Date: 08-09-2021 15:23:22

Dated: 08/09/2021  
Place: Mumbai

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

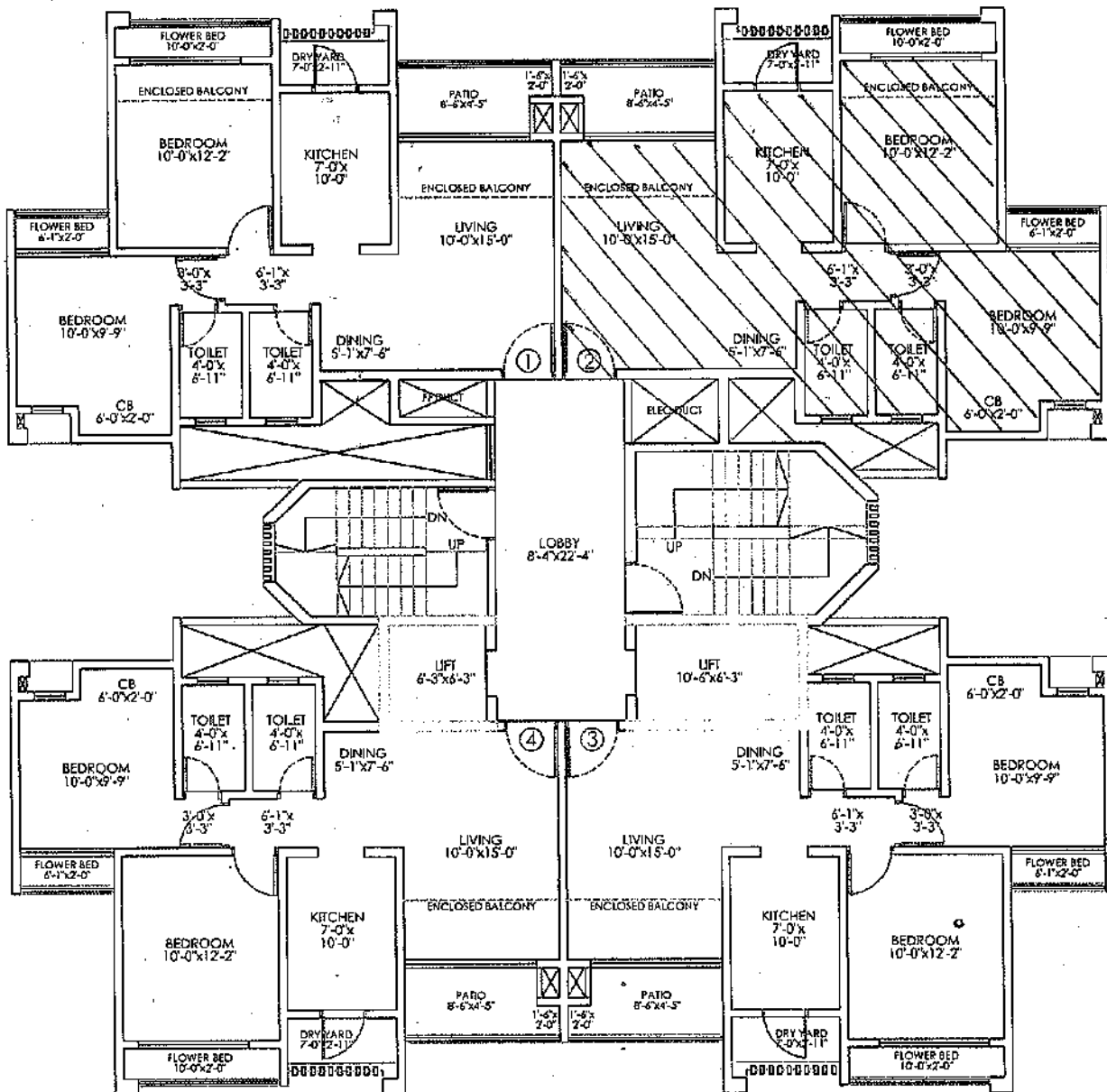


"ANNEXURE-G"

EVERSHINE AMAVI 303 PHASE

GLOBAL CITY - VIRAR

वर्सई - ३  
 १०५ १७८

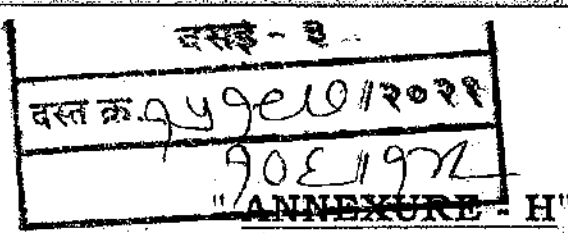


TYPE Y11B

TYPICAL FLOOR PLAN (2ND, 4TH, 6TH & 10TH)



FLAT NO :	1002	PURCHASER'S SIGNATURE <i>Rahul Damore</i> <i>R.S. Nalk</i>	PROMOTER'S SIGNATURE DEVELOPER NAME
FLOOR :	10th		FOR EVERSHINE DEVELOPERS
BLDG NO :	19		<i>Mudhan</i> <i>Rachna Chudhary</i>
		PARTNER	PARTNER



**APARTMENT AMENITIES**

Project : Evershine Amavi -303, Avenue I, Global City

Sr.No	Amenities Description
1	RCC Frame Structure
2	Main Door with both side laminate.
3	Vitrified tile flooring in size 600mm x 600 mm in all rooms with skirting.
4	Aluminum powder coated sliding window with mosquito net in Bedroom and Living Room.
5	Concealed Copper wiring with modular switches
6	Concealed plumbing.
7	Telephone, Cable Point in Living Room and Bedrooms.
8	Distribution Board with MCB & ELCB.
9	Granite Kitchen Platform with Stainless Steel (SS) Kitchen Sink, Modular Kitchen, Hob & Chimney.
10	Water Purifier.
11	Dado of glazed tiles (size -300mm x 300mm) above Kitchen platform up to two feet height.
12	Toilet & Bathroom dado of ceramic tile (size - 300mm x 600mm).
13	Toilet & Bathroom flooring of ceramic tile (size - 300mm x 300mm).
14	Toilet & Bathroom CP fittings of "Jaquar" make.
15	Toilet & Bathroom sanitary fittings of "CERA" Make.
16	Geysers in Bathroom.
17	Inverter / DG backup for lift and staircase Lighting.
18	Video Door Phone. (VDP)



3781383  
Monday, February 01, 2021  
2:01 PM

पावती

वसई - ३
Original/Duplicate
दस्तावेज क्र. 149/200/2021
दिनांक: 01/02/2021

पावती क्र.: 1516

दिनांक: 01/02/2021

गावाचे नाव: इस्मालिया  
दस्तावेजाचा अनुक्रमांक: वदर9-1383-2021  
दस्तावेजाचा प्रकार : स्पेशल पॉवर ऑफ अॅटर्नी  
सादर करणाऱ्याचे नाव: मे. एकरशाईन डेव्हलपर्स तर्फे भागिदार रचना किशिनचंद लुधानी  
नोंदणी फी रु. 100.00  
दस्त हाताळणी फी रु. 680.00  
पृष्ठांची संख्या: 34

एकूण: रु. 780.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे  
२:२० PM ह्या वेळेस मिळेल.

राजार मूल्य: रु 0.0 -  
सोबदला रु 0 -  
भरलेले मुद्रांक शुल्क : रु. 500/-

सह. दुय्यम निबंधक, अंधेरी क्र. ३,  
मुंबई उपनगर जिल्हा.

१. दस्तावेजाचा प्रकार: DHC रक्कम: रु.680/-  
डाई. धनादेश पे ऑर्डर क्रमांक: 0102202104707 दिनांक: 01/02/2021  
वकिलचे नाव व पत्ता:  
२. दस्तावेजाचा प्रकार: eChallan रक्कम: रु.100/-  
डाई. धनादेश पे ऑर्डर क्रमांक: MH010931839202021E दिनांक: 01/02/2021  
वकिलचे नाव व पत्ता:

Rachia K Kudhane

REGISTERED ORIGINAL DOCUMENT  
DELIVERED ON... 02 FEB. 2021



बसई - ३  
 क्र. ५१२०१२०२१  
 १०८१७८



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

**Receipt of Document Handling Charges**

PRN 0102202104707 Receipt Date 01/02/2021

Received from EVERSHINE DEVELOPERS THROUGH PARTNERS, Mobile number 9320625766, an amount of Rs.680/-, towards Document Handling Charges for the Document to be registered on Document No. 1383 dated 01/02/2021 at the Sub Registrar office Joint S.R. Andheri 3 of the District Mumbai Sub-urban District.

DEFACED  
 ₹ 680  
 DEFACED

**Payment Details**

Bank Name BARB	Payment Date 01/02/2021
Bank CIN 10004152021020104369	REF No. 1245881603
Deface No 0102202104707D	Deface Date 01/02/2021

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



बंदर-९  
 क्र. ९ १३८३ १/३४  
 २०२१



वसई - ३  
 हस्त क्र. १५१६६१२०२१  
 १०६७७

CHALLAN  
 MTR Form Number-6

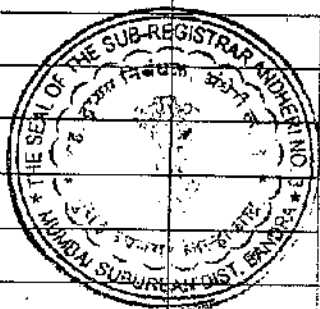


GRN: M-013931639202021E	BARCODE	Date: 01/02/2021-10:52:32	Form ID: 48(f)
-------------------------	---------	---------------------------	----------------

Department: Inspector General Of Registration		Payer Details	
Type of Payment: Stamp Duty	Registration Fee	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name: BOP15 JT SUB REGISTRAR ANDHERI 4		Full Name	Rachna Kishinchand Ludhani and others being
Location: MUMBAI			Partners Evershine Developers
2020-2021 One Time		Flat/Block No.	As per Document
Account Head Details	Amount In Rs.	Premises/Building	
Stamp Duty	500.00	Road/Street	As per Document
Registration Fee	100.00	Area/Locality	Narangi
		Town/City/District	
		PIN	4 0 1 3 0 3

Remarks (If Any)  
 SecondPartyName=Vijay Purswani  
 Amount In Words: Six Hundred Rupees Only  
 २०२१

DEFALED  
 ₹ 600.00  
 DEFALED

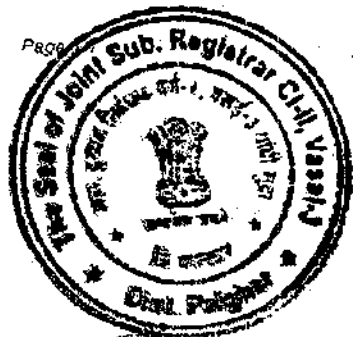


वसई - ९  
 १३६३२/३४  
 २०२१

Payment Details: IDBI BANK	FOR USE IN RECEIVING BANK		
Cheque-DD Details	Bank CIN	Ref. No.	69103332021020110271 692530555
Cheque/DD No	Bank Date	RBI Date	01/02/2021-10:55:42 Not Verified with RBI
Name of Bank	Bank-Branch	IDBI BANK	
Name of Branch	Scroll No. , Date	Not Verified with Scroll	

Department ID: \_\_\_\_\_ Mobile No: 9320625766  
 Note: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
 ही चालान केवल दस्तावेज निलयाक कार्यालयका नोंदणी कार्यालयका दस्तऐवजी एवम आहे. नोंदणी व कार्यालयका दस्तऐवजी हाय रजिस्टर एवम नाही.

Sr No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(RS)-378-1383	0005083090202021	01/02/2021-14:01:40	IGR188	100.00
2	(RS)-378-1383	0005083090202021	01/02/2021-14:01:40	IGR188	500.00
Total Defacement Amount					600.00



Print Date 01-02-2021 02:06:15



CHALLAN  
MTR Form Number-6



GRN	MH010931639202021E	BARCODE	Date		01/02/2021-10:52:32	Form ID	48(f)
Department				Inspector General Of Registration			
Type of Payment				Registration Fee			
Stamp Duty				TAX ID / TAN (If Any)			
Office Name				Full Name			
Location				Partners Evershine Developers			
Year				Flat/Block No.			
Account Head				Premises/Building			
0030045501 Stamp Duty				500.00			
0030083301 Registration Fee				100.00			
Total				600.00			
Payment Details				FOR USE IN RECEIVING BANK			
Cheque/DD Details				Bank CIN			
Cheque/DD No.				Bank Date			
Name of Bank				Bank-Branch			
Name of Branch				Scroll No. , Date			
Remarks (If Any)				SecondPartyName=Vijay Purswani-			
Amount In				Six Hundred rupees Only			
Words				2022			

वसई - ३  
दस्तावेज १५९६०/२०२२  
११० १९५



वसई - ३  
दस्तावेज क्र. १३६३ ३/३४  
२०२२

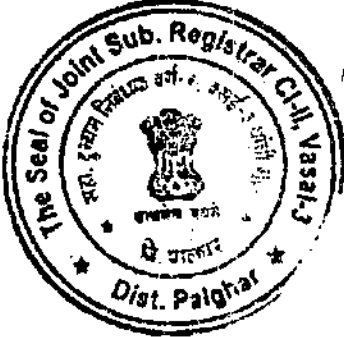
Department ID :  
NOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
यादर चालन केवल मुख्य निबंधक कार्यालय व नोंदणी कार्यालयाच्या दस्तऐवादी लागू आहे. नोंदणी व फायद्याच्या दस्तऐवादी यादर चालन लागू नाही.

Rachna K. Ludhani

*[Handwritten Signature]*

*[Handwritten Signature]*

*[Handwritten Signature]*





वसई - १		
पुस्तक क्र. १	१३६३	४/३६
२०२१		

वसई - ३
दस्त क्र. १५१६०/२०२१
१११ १९७८

**SPECIAL POWER OF ATTORNEY**  
(only for Admit)

TO ALL TO WHOM THESE PRESENTS SHALL COME, We, M/S.EVERSHINE DEVELOPERS, a partnership firm registered under the provisions of the Indian Partnership Act, 1932, having its registered office at 215, Veena Beena Shopping Centre, Second Floor, Guru Nanak Road, Bandra (West), Mumbai 400 050 AND Site Office at EVERSHINE AMAVI 303, Avenue - I 1, Global City, Narangi Bypass Road, Close to Viva College, Virar (W), Pin Code - 401 303 through its partner/s (1) Mrs. Rachna Kishinchand Ludhani (2) Mr. Santosh Rajkumar Ludhani and (2)Mr.Bharatkumar Bhawandas Ludhani (Constituted Attorney of Mr. Lachmandas Bhawandas Ludhani, partner of Evershine Developers) **SEND GREETINGS:**

**WHEREAS:**

- (i) Enigma Constructions Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 702, Natraj, M. V. Road Junction, Western Express Highway, Andheri (East), Mumbai - 400 069 (hereinafter referred to as the "Predecessor-in-title"), (and since amalgamated with Keystone Realtors Pvt. Ltd. as hereinafter recited) and M/s. Evershine Developers are jointly seized and possessed of or otherwise well and sufficiently entitled, as tenants-in-common, in equal one-half (1/2) shares, to the contiguous pieces or parcels of freehold



non-agricultural lands, admeasuring in the aggregate approximately 8,79,581 square meters, bearing new Survey nos. 5/5/A, 5/5/B, 5/5/C, 5/5/D, 5/5/E, 5/6, 5/7 and 5/8 situate, lying and being at Village Dongare (Dongar Pada) also known as Village Narangi, District Palghar, more particularly described in the First Schedule hereunder

वसई - ३
दस्ता क्र. 499/2022 (iii)
११२११

written hereinafter referred to as the "Larger Lands");  
 By and under the Deed of Release-cum-Transfer dated 28<sup>th</sup> March, 2018, made and executed by and between Keystone Realtors Pvt. Ltd. ("Keystone") and M/s. Evershine Developers ("Evershine"), and registered in the Office of the Joint Sub-Registrar at Vasai-2, vide Serial no. Vasai-2/3156 of 2018, (hereinafter referred to as the "2018 Release-cum-Transfer Deed"), Keystone has released and transferred to Evershine, its ½ (one-half) undivided share, right, title and interest, in and to one of the residential Avenues, that is, Avenue - I 1 (hereinafter referred to as "Project"), and the FSI arising there from as specified therein (as defined and described to in the 2018 Release-cum-Transfer Deed and herein as "Avenue - I 1"). By virtue of the aforesaid release and transfer by Keystone of Avenue - I 1, Evershine (herein after known as "Developers") is solely and exclusively entitled to the ownership of Avenue - I 1 and such FSI as stated therein, more particularly described in the Second Schedule hereunder written. The said project, Avenue - I 1 is known as "Evershine Amavi 303".

(iii) Pursuant to the Release-cum-Transfer, the Developers was entitled to utilize its existing FSI of 3,79,221 square feet belonging to the Developers itself along with the additional FSI of 3,79,221 square feet arising from Keystone's entire one-half undivided share, right, title and interest in the said Avenue - I 1. However the same was inadvertently not mentioned in the aforementioned Release-cum-Transfer, and rectified, by and under the Deed of Rectification dated 28<sup>th</sup> September, 2020, made by and between Keystone of the One Part and the Developers of the Other Part and registered with the Office of the Sub-Registrar of Assurances at Vasai-5 under Serial no. 3530 of 2020 (hereinafter referred to as the "Deed of Rectification"), the parties therein irrevocably confirmed that the Developers was entitled to utilize in addition to the FSI referred to in the Release-cum-Transfer, the existing FSI of 3,79,221 square feet (Built-up-Area)



वसई - ३	१३६३	५/३०६	SM
पुराण क्र. १			
	२०२१		





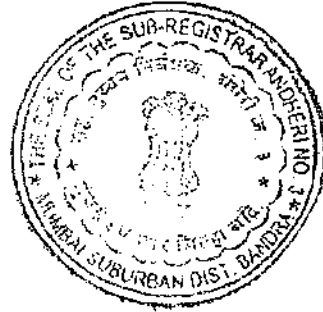
बसई - ३  
 दस्त क्र. १५९६०/२०२१  
 ११३/१५

belonging to the Developers itself. Accordingly, wherever the term "maximum utility of 3,79,221 square feet FSI (Built-up-Area)" appeared in the Release-cum-Transfer is now replaced with "maximum utility of 7,58,442 square feet (Built-up-Area)" as if the FSI of "7,58,442 square feet (Built-up-Area)" had been incorporated therein from the outset.

(iv) Evershine shall develop the said project "Evershine Amavi 303" in phases as follows:

(a). Phase I - development and construction of buildings identified as "Building Nos. 14 to 23" including the Limited Common Areas & Amenities attached thereto upon part/ portion of the Project Land (hereinafter referred to as the said "Phase I Buildings");

EVERSHINE AMAVI 303 Phase-1	14	TI1A
	15	TI1A
	16	TI1A
	17	YI1A
	18	YI1A
	19	YI1B
	20	YI1B
	21	RSI1A
	22	RSI1A
	23	RSI1A



(b). Phase II - development and construction of buildings identified as "Building Nos. 10 to 13" including the Limited Common Areas & Amenities attached thereto upon part/portion of the Project Land (hereinafter referred to as the said "Phase II Buildings");

EVERSHINE AMAVI 303 Phase-2	10	YI1A
	11	YI1A
	12	YI2A
	13	YI1A

११३-१  
 १३६३ E/३४  
 २०२१

SM  
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- (c). And Phase III - development and construction of a building identified as "Building Nos. 6 to 9 and 24 to 26" including the Limited Common Areas & Amenities attached thereto upon part/portion of the Project Land (hereinafter referred to as the said "Phase III Buildings").

वसई - ३	EVERSHINE AMAVI 303 Phase-3	6	TI1
दस्त क्र. १५९२७२०२१		7	TI2
११२११२		8	TI1
		9	TI1
		24	RSI1A
		25	RSI1A
		26	RSI1A

- (d). The development and construction of the said Phase I Buildings, Phase II Buildings and Phase III Buildings have been registered as separate phases, under RERA and the following registrations have been obtained there under in respect thereof:

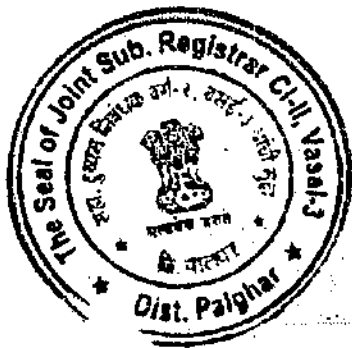
- (i). Phase I Buildings - registration no. P99000024780;  
(ii). Phase II Buildings - registration no. P99000024860; and  
(iii). Phase III Buildings - registration no. P99000024753.



Evershine have sold and/or have agreed to sell, transfer etc. several flats / shops and other premises in respect of the above said project under the Ownership Agreement/Deeds/documents etc. in favor of Purchasers/ third party etc.

- (vi) By virtue of Power of Attorney dated 28/12/2020, attested through Indian Embassy at UAE, Mr. Lachmandas Bhawandas Ludhani, Partner of Evershine Developers has appointed his real brother, Mr. Bharatkumar Bhawandas Ludhani as his Constituted lawful attorney to sign, execute on behalf of him jointly with signature of other Partner/s of Evershine, Mrs. Rachna Kishinchand Ludhani or Mr.

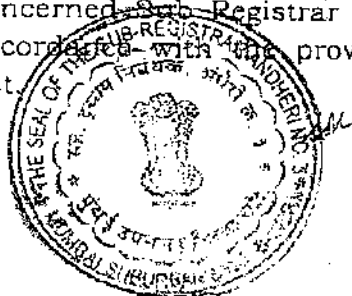
बदर-९	Santosh Rajkumar Ludhani, the Allotment letters, Ownership Agreements/ Agreement for Sale, Sale Deed,	
पुस्तक क्र. १	१३६३	७/३४
	२०२१	



बदर - ३
दस्तावेज क्र. 994/2020
994/2020

Deed of Transfer, Supplementary Agreements, Deed of Confirmation/Rectification/Cancellation/ Modification, Agreement to Lease, Lease Deed, Leave and License Agreements etc. with third parties/prospective purchasers in respect of the flats/shops /offices/units/parking spaces/premises in the said Project known as "EVERSHINE AMAVI 303" and to admit the execution thereof before the Sub Registrar of assurances in accordance with the provisions of the Indian Registration Act on behalf of M/s.Evershine Developers, and have further empowered him to appoint any substitute attorney in his place.

- (vii) The said Power of Attorney dated 28/12/2020 is valid, subsisting and binding. A certified copy of the said Power of Attorney is annexed hereto and marked as Annexure "A" and shall be deemed to form part of this Power of attorney.
- (viii) Pursuant to the said Power of Attorney dated 28/12/2020 to Mr.Bharatkumar Bhawandas Ludhani (Constituted Attorney of Mr.Lachmandas Bhawandas Ludhani, Partner of Evershine Developers), jointly with Mrs. Rachna K. Ludhani, a Partner of Evershine Developers are authorized to appoint any substitute/s and delegate the power to lodge the Ownership Agreements and/or other deeds documents referred to above that may be executed for registration and to admit execution thereof before the concerned Sub-Registrar of Assurances.
- (ix) We, (1) Mr. Bharatkumar Bhawandas Ludhani (Constituted Attorney of Mr.Lachmandas Bhawandas Ludhani, Partner of Evershine Developers), (2) Mrs. Rachna Kishinchand Ludhani and (3) Mr. Santosh Rajkumar Ludhani, Partner/s of M/s. Evershine Developers are unable to attend the office of the Sub-Registrar of Assurances concerned for lodging the said Ownership Agreements/ Agreement for Sale, Sale Deed, Deed of Transfer, Supplementary Agreements, Deed of Confirmation/Rectification/ Cancellation/Modification, Agreement to Lease, Lease Deed, Leave and License Agreements etc. with third parties/prospective purchasers in respect of the flats/shops/offices/units/parking spaces/premises in the said Project known as "EVERSHINE AMAVI 303" and to admit the execution thereof before the concerned Sub-Registrar of assurances for Registration in accordance with the provisions of the Indian Registration Act.



बदर - ९
युक्ति क्र. 9363 C/38
2020



(x) We are desirous of appointing Mr. Vijay Purswani residing at A/403, Evershine Harmony, Evershine City, Vasai East, Dist : Palghar - 401 208, as our constituted attorney only for the purpose of lodging such above mentioned relevant agreements, writings, deeds etc., executed by us in respect of the flats / shops or any other premises constructed or to be constructed in the said Project known as "EVERSHINE AMAVI 303" and to admit the execution thereof before the Sub-Registrar or Assurances concerned on our behalf.

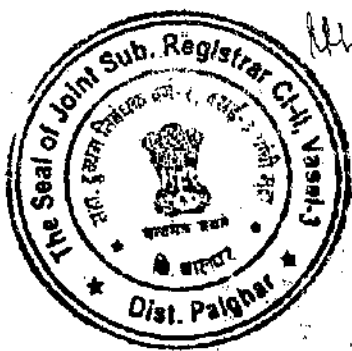
वसई - ३
दस्त क्र. १५९६/२०२१
११ ए १५

NOW KNOWN YE ALL AND THESE PRESENTS WITNESS THAT We (i) Mr. Bharatkumar Bhawandas Ludhani (Constituted Attorney of Mr. Lachmandas Bhawandas Ludhani, Partner of Evershine Developers), (ii) Mrs. Rachna K. Ludhani and (3) Mr. Santosh Rajkumar Ludhani, Partner/s of M/s. Evershine Developers, a partnership firm registered under the Indian Partnership Act, 1932, having its place of business at 215, Veena Beena Shopping Centre, Second Floor, Guru Nanak Road, Bandra (West), Mumbai 400 050, AND Site Office at Evershine Amavi 303, Avenue - I 1, Global City, Narangi Bypass Road, Close to Viva College, Virar (W), Pin Code - 401 303 do hereby nominate, constitute and appoint Mr. Vijay Purswani to be the true and lawful attorney (here in after called "OUR ATTORNEY") in our name and on our behalf to do execute and perform the following acts, deeds matters and things, that is to say :

1) To appear before the Sub-Registrar of Assurances, to present and lodge the above said (i) Ownership Agreements/ Agreement for Sale, Sale Deed, Deed of Transfer, Agreement to Assign, Agreement to Lease, Lease Deed, Leave and License Agreements etc. executed with third parties/prospective purchasers etc. and (ii) Supplementary Agreements, Deed of Confirmation/ Rectification Cancellation/ Modification to the agreements/deeds executed with the purchasers/third parties etc. in respect of the flats/shops/offices/units/parking spaces/premises in the said Project known as "EVERSHINE AMAVI 303" presently being constructed set up on the said property situated at Village Dongare (Dongar Pada) also known as Village Narangi, more particularly described in the schedule hereunder and to admit the execution of such documents

पुस्तक क्र. १	१३१३	२०२१	२
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before the Sub-Registrar of Assurances at Vasai/Virar/Thane/Palghar or any other registering authority appointed under the Indian Registration Act for



वसाई - ३  
 दस्त क्र. १५१८८/२०२१  
 ११८/१९८८

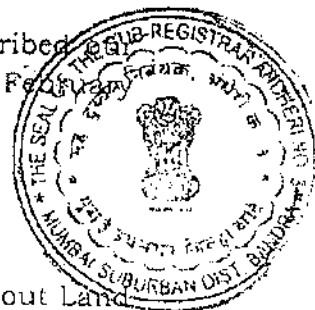
the time being in force in India for Registration, to pay such fees as shall be necessary for the registration and to do all acts, deeds, matters and things as may be necessary for effectuating and completing the registration thereof in accordance with law.

- 2) And to do, perform and execute all acts, deeds, matters, documents and things for the Registration of the Deeds and for that purpose aforesaid amply and effectually to all intents and purposes as we could do in our proper person if these presents had not been made.
- 3) This Power of Attorney is restricted to only admit the execution of documents stated in clause (1) above before the Sub-Registrar of Assurances for registration. It is explicitly stated and clarified that no powers are granted for the execution of any Agreements, Sale Deeds etc. under this Power of attorney.
- 4) We hereby agree to ratify and confirm all whatsoever my said Attorney do or caused to be done by virtue of these presents, with respect to admission for registration of Agreements for Sale / Sale Deed / Supplementary Agreement / Leave and License / Confirmation / rectification / cancellation / modification etc. executed with the Purchasers/ third party etc. only with respect to the flats/shops/ offices/units/ parking spaces/premises in the said Project known as "EVERSHINE AMAVI 303" constructed or to be constructed on the said property by Evershine.

IN WITNESS WHEREOF, We have hereto set and subscribed our hands and seal to this writing at Mumbai this 1<sup>st</sup> day of February 2021.

First Schedule Above Referred To:  
 (Larger Land)

All those pieces or parcels of non-agricultural vacant Lay-out Land bearing New Survey Nos. 5/5/A, 5/5/B, 5/5/C, 5/5/D, 5/5/E, 5/6, 5/7 and 5/8 as per latest Record of Rights situate lying and being at Village Dongare (Dongar Pada) also known as "Village Narangi" within the Registration Sub-District of Vasai, District - Thane admeasuring in the aggregating 8,79,581 Square Metres.



Handwritten signatures and initials.

बदर-९  
 पुस्तक क्र. १ १३८३ १०/३४  
 २०२१



Second Schedule Above Referred To:

(Description of the Project)

All those demarcated portion/s of the Avenue I Plot admeasuring 32810 square meters and is shaded by a Blue colour and designated Avenue - I 1 on Plan annexed thereto. The Avenue - I 1 Plot being a part of the Larger Land and bounded as follows:-

- On or towards North : 20 mtrs. Wide D. P. Road.
- On or towards South : 24 mtrs. Wide proposed road
- On or towards East : 20 mtrs. Wide D. P. Road
- On or towards West : Open land

वसई - ३
दस्त क्र. १५१६१०/२०२२
११६१

Specimen Signature, Thumb Impression & Photograph of Mr. Bharatkumar Bhawandas Ludhani, (Constituted Attorney of Mr. Lachmandas Bhawandas Ludhani, Partner of Evershine Developers)



*Bharatkumar*



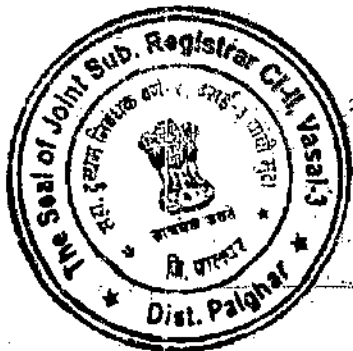
Specimen Signature, Thumb Impression & Photograph of Mrs. Rachna Kishinchand Ludhani, Partner of M/s. Evershine Developers



for Evershine Developers  
*Rachna Kishinchand*  
Partner

*DK*  
*3/1/22*

बदर-९		
पुस्तक क्र. १	१३६३	११/३४
२०२२		





वसई - ३  
 दस्त क्र. ११९८०/२०२१  
 १२६११८

वसई - ९  
 पुस्तक क्र. १ / १३६३ १९३४  
 २०२१

**SPECIFIC POWER OF ATTORNEY**

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, Mr. Lachmandas B. Ludhani, permanently residing at 1201-1204, Evershine Jewel, 15<sup>th</sup> Road, Near Gabbana, Khar - West, Mumbai - 400052 SEND GREETINGS:

**WHEREAS:**

- (i) I am Partner of M/S. EVERSHPINE DEVELOPERS, a partnership firm registered under the provisions of the Indian Partnership Act, 1932, having its registered office at 215, Veena Beena Shopping Centre, Second Floor, Guru Nanak Road, Bandra (West), Mumbai 400 050 AND Site Office at EVERSHPINE AMAVI 303, Avenue - I 1, Global City, Narangi Bypass Road, Close to Viva College, Virar (W) - 401303
- (ii) Evershine Developers have sold and/or have agreed to sell, transfer etc. several flats/shops and other premises in respect of the property (hereinafter mentioned in the Second Schedule) under the Ownership Agreement/Deeds documents etc. in favor of Purchasers/ third parties, etc.
- (iii) However due to exigencies of work, I, Mr. Lachmandas Ludhani am not in a position to remain personally present



GENERAL STAMP OFFICE  
 TOWER HALL  
 507, MUMBAI  
 MAHARASHTRA  
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Page 1 of 6

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Smt. V. PATIL  
 Proper Officer  
 General Stamp Office, MUMBAI

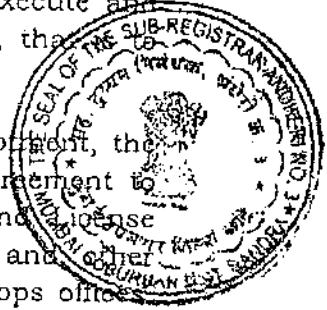
वसई - ३  
 दस्त क्र. १५९८०/२०२१  
 १२०/१७४



and sign, execute the Ownership Agreements/ Agreement for Sale, Sale Deed, Supplementary Agreements, Deed of Confirmation / Rectification / Cancellation / Modification, Agreement to Lease, Lease Deed, Leave and License Agreements etc. with prospective purchasers/third parties in respect of the flats / shops / offices / units / parking spaces/premises in the said Project and admit the execution thereof before the Sub Registrar of assurances in accordance with the provisions of the Indian Registration Act and therefore I am desirous of appointing my real brother, Mr. Bharatkumar B. Ludhani having his present address at Flat No. 13, Sailesh Apartment, Plot No. 94, Linking Road, Santacruz West, Mumbai - 400 054 as my constituted attorney for the purpose of execution of such above mentioned relevant agreements, writings, deeds etc., in respect of the flats / shops / offices / units / parking spaces / premises etc. constructed or to be constructed in the said project known as "EVERSHINE AMAVI 303" and to admit the execution thereof before the Sub Registrar or Assurances concerned on my behalf.

NOW KNOWN YE ALL AND THESE PRESENTS WITNESSETH THAT I, Mr. Lachmandas B. Ludhani do hereby nominate, constitute and appoint my <sup>BHARATKUMAR</sup> real brother, Mr. Bharatkumar B. Ludhani having his present address at Flat No. 13, Sailesh Apartment, Plot No. 94, Linking Road, Santacruz West, Mumbai - 400054 to be my true and lawful attorney (herein after called as said "ATTORNEY") for me and on my behalf to do, execute and perform the following acts, deeds matters and things, that say:

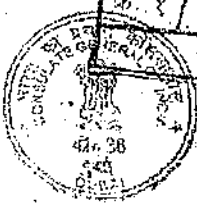
- 1) To sign and execute on my behalf Letters of Allocation, the Ownership Agreements/ Agreement for Sale, Agreement to Assign, Sale Deed, Deed of Transfer, Leave and License Agreement, Agreement to Lease, Lease Deed and other deeds, documents etc. in respect of the flats/shops/offices/units, parking spaces etc. constructed or to be constructed by the Developers in the said project known as "EVERSHINE AMAVI 303" presently being constructed on the said property situated at Village Dongare (Dongar Pada) also known as Village Narangi, more particularly described in the schedule hereunder written.
- 2) To sign and execute on my behalf, Supplementary Agreement, Deed of Rectification, Deed of Modification or



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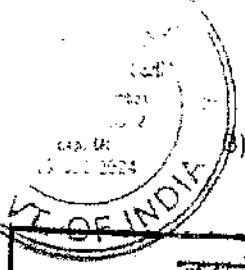


वसई - ३  
 १५९८३ २०२१  
 २०२१





Cancellation or Confirmation or any other documents as may be required in connection with Agreement for Sale, Sale Deed, Deed of Transfer, Agreements to Assign, etc. executed with the purchasers/third parties in respect of the flats/shops offices, units, parking spaces etc. in the said project known as "EVERSHINE AMAVI 303".



वसई - 3  
 दस्त क्र. 449/2022  
 924/92

To appear before the Sub-Registrar of Assurances, to present and lodge the above said Ownership Agreements/ Agreement for Sale, Agreement to Assign, Sale Deed, Deed of Transfer, Supplementary Agreements, Leave and License Agreements, Agreement to Lease, Lease Deeds, Deed of Rectification, Deed of Modification or Cancellation or Confirmation etc. in respect of the flats/shops offices, units, parking spaces etc. in the said project known as "EVERSHINE AMAVI 303" and to admit execution of such documents by the said Attorney/ before the Sub-Registrar of Assurances at Vasai/Virar/ Thane or any other registering authority appointed under the Indian Registration Act for the time being in force in India for Registration of documents, to pay such fees as shall be necessary for the registration and to do all acts, deeds, matters and things as may be necessary for effectuating and completing the registration thereof in accordance with law.

4) For the better doing, performing and executing the matters and things aforesaid, I hereby further grant unto the said Attorney full power and absolute authority to substitute and appoint in his place on such terms as he shall think it one or more Attorneys to exercise the power only for admission of Agreement for Sale, Sale Deed, Deed of Transfer, Supplementary Agreements, Deed of Confirmation, Rectification/ Cancellation/ Modification, Agreement to Lease, Lease Deed, Leave and License Agreements etc. before the office of Sub-Registrar and authorities hereby confirmed and to revoke any such appointment from time to time to substitute or appoint any other or others in place of Attorneys as the said Attorneys shall from time to time think fit and proper.



5) AND GENERALLY to do, perform and execute all acts concerning to myself as a partner of firm for the purposes aforesaid as fully and effectively as the said Attorney deem fit and proper as if I was personally present and have done, admitted and performed the same myself.

वसई - 9  
 पुस्तक क्र. 9363 29/38  
 2022

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This Power of Attorney is given by me to Mr. Bharatkumar B. Ludhani without any monetary consideration.

बाराई - ३  
१२/१२/२०२२  
१२/१२/२०२२

I hereby agree to ratify and confirm all whatsoever our Attorneys and their substitute do or caused to be done by virtue of these presents.

IN WITNESS WHEREOF, I have hereto set and subscribed my hand and seal to this writing at \_\_\_\_\_ this 28<sup>th</sup> day of December 2022.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Larger Land)

All those pieces or parcels of non-agricultural vacant Lay-out Land bearing New Survey Nos. 5/5/A, 5/5/B, 5/5/C, 5/5/D, 5/5/E, 5/6, 5/7 and 5/8 as per latest Record of Rights situate lying and being at Village Dongare (Dongar Pada) also known as "Village Narangi" within the Registration Sub-District of Vasai, District - Thane admeasuring in the aggregating 8,79,581 Square Metres.

Second Schedule Above Referred To:

(Description of the Project)

All those demarcated portion/s of the Avenue I Plot admeasuring 32810 square meters and is shaded by a Blue colour and designated Avenue - I 1 on Plan annexed thereto. The Avenue - I 1 Plot being a part of the Larger Land and bounded as follows:-

- On or towards North : 20 mtrs. Wide D. P. Road.
- On or towards South : 24 mtrs. Wide proposed road
- On or towards East : 20 mtrs. Wide D. P. Road
- On or towards West : Open land



**SIGNED AND DELIVERED**

By the within named Executant

**MR. LACHMAN B. LUDHANI**

LACHMANDAS BHALUSWARS  
In the presence of: LUDHANI

- 1.
- 2.

Executant (Lachman B. Ludhani, Dtdat), does not accept any responsibility for the contents of this document.



बाराई - १  
१३/१२/२०२२  
२२/३४  
२०२२



वसई - ३
दस्त क्र. १५१ ए/१२०२१
१३२११८

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Dated this \_\_\_\_ of \_\_\_\_\_ 202\_\_

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LACHMANDAS B. LUDHANI

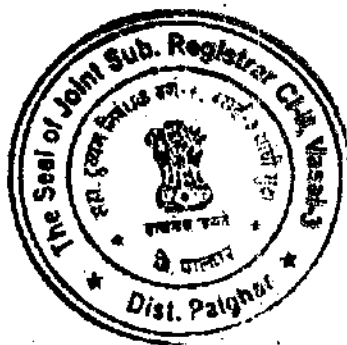
TO

BHARATKUMAR B. LUDHANI

\*\*\*\*\*

POWER OF ATTORNEY

\*\*\*\*\*



11/22/2021

Summary 1 (Dastgoshwara bhag 1)

350/15197

सोमवार, 22 नोव्हेंबर 2021 9:14 म.पू.

दस्त गोषवारा भाग-1

वसई 3

दस्त क्रमांक: 15197/2021

दस्त क्रमांक: वसई 3 /15197/2021

बाजार मूल्य: रु. 31,22,000/-

मोबदला: रु. 55,00,000/-

भरलेले मुद्रांक शुल्क: रु. 3,30,000/-

दु. नि. सह. दु. नि. वसई 3 यांचे कार्यालयात

पावती: 16157

पावती दिनांक: 22/11/2021

अ. क्र. 15197 वर दि. 22-11-2021

सादरकरणाचे नाव: राहुल आत्माराम बामने

रोजी 9:11 म.पू. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2960.00

पृष्ठांची संख्या: 148

दस्त हजर करणाऱ्याची सही:

एकुण: 32960.00

Sub Registrar Vasai 3

सह. दुय्यम निबंधक वर्ग-३

वसई क्र. ३

दस्ताचा प्रकार: करारनामा

Sub Registrar Vasai 3

सह. दुय्यम निबंधक वर्ग-३

वसई क्र. ३

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

शिक्का क्र. 1 22 / 11 / 2021 09 : 11 : 55 AM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 22 / 11 / 2021 09 : 13 : 54 AM ची वेळ: (फी)

दस्तावेजजागतेवर जोडलेले कागदपत्रे, कुलमुत्यारपत्र  
मधील शक्ती इत्यादी वनावट आढळून आल्यास  
याची संपूर्ण जबाबदारी निष्पादकाची राहिल.

लिहून देणार

लिहून घेणार





22/11/2021

सूची क्र.2

दुय्यम निबंधक : सह.दु.नि.वसई 3

दस्त क्रमांक : 15197/2021

नोंदणी :

Regn:63m

गावाचे नाव : डोंगरे

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	5500000
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	3122000
(4) भू-मापन, पोटहिस्ता व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: पालघर इतर वर्णन : इतर माहिती: गाव चौजे डोंगरे, सर्वे नं-5/5/ए, 5/5/बी, 5/5/सी, 5/5/डी, 5/5/इ, 5/5/5/7 आणि 5/8, सदनिका क्र-1002, दहावा मजला, विल्डिंग नं. 19, अचेन्यू आय-1, एव्हरशाइन अमावी 303 फेम -1, ग्लोबल सिटी, गाव -डोंगरे, बिरार पश्चिम, तालुका-वसई, जिल्हा-पालघर, सदनिका क्षेत्र. 51.11 चौ.मी (कार्पेट). बाल्कनी 5.73 चौ.मी ( Survey Number : 5/5/A, 5/5/B, 5/5/C, 5/5/D, 5/5/E, 5/6, 5/7 & 5/8 ; )
(5) क्षेत्रफळ	1) 51.11 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:- मेसर्स एव्हरशाइन डेव्हलपर्स तर्फे भागीदार लक्ष्मणदास भवनदास लुधानी तर्फे कु. सु. भरतकुमार भवनदास लुधानी तर्फे कु. सु. विजय पुर्सवानी वय:-37; पत्ता:- प्लॉट नं:- ऑफिस नं. -215, माळा नं:-, इमारतीचे नाव: विना वीना शॉपिंग सेंटर, ब्लॉक नं: गुरु नानक रोड, रोड नं: बांद्रा -पश्चिम, महाराष्ट्र, मुम्बई. पिन कोड:-400050 पॅन नं:- AABFE6729P 2): नाव:- मेसर्स एव्हरशाइन डेव्हलपर्स तर्फे भागीदार रचना किशिनचंद लुधानी तर्फे कु. सु. विजय पुर्सवानी वय:-37; पत्ता:- प्लॉट नं: ऑफिस नं. -215, माळा नं:-, इमारतीचे नाव: विना वीना शॉपिंग सेंटर, ब्लॉक नं: गुरु नानक रोड, रोड नं: बांद्रा -पश्चिम, महाराष्ट्र, मुम्बई. पिन कोड:-400050 पॅन नं:- AABFE6729P
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- राहुल आत्माराम बामने वय:-32; पत्ता:- प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं: पोस्ट अडूर, फोंटाखालवाडी, अडूर, रोड नं: रत्नागिरी, महाराष्ट्र, रत्नागिरी. पिन कोड:-415705 पॅन नं:-ASPPB8235R 2): नाव:- रेश्मा शशिकांत नाईक वय:-32; पत्ता:- प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं: पोस्ट अडूर, फोंटाखालवाडी, अडूर, रोड नं: रत्नागिरी, महाराष्ट्र, रत्नागिरी. पिन कोड:-415705 पॅन नं:-AQJPN8054J
(9) दस्तऐवज करून दिल्याचा दिनांक	27/10/2021
(10) दस्त नोंदणी केल्याचा दिनांक	22/11/2021
(11) अनुक्रमांक, खंड व पृष्ठ	15197/2021
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	330000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	

सह. दुय्यम निबंधक वर्ग-२  
वसई क्र. ३

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारनामा निवडलेला अनुच्छेद :-

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