337/7326

पावती

Orlginal/Duplicate

Tuesday, September 22, 2020

मोंदणी फ्रं. :39म

Regn.:39M

1:44 PM

पावती कं.: 8013

दिनांक: 22/09/2020

गावाचे नाव: घोडवंदर

दस्तऐवजाचा अनुक्रमांक: टनन7-7326-2020

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाय: भिनाज सुलेगान शेख - -

नोंदणी फी दस्त हाताळणी भी पष्टांची संख्या: 173 ₹, 30000.00

च. 3460.00

च, 33460.00

आपणास मूळ दस्त ,धंवनेन प्रिंट,सूची-२ अंदाजे 2:04 PM ह्या वेळेस मिळेल.

y Joint Sub Registrar Thane 7

वाजार मुल्य: रु.2697228.666 /-मोबदला रु.4456436/-

भरलेले मुद्रांक शुल्क : रु. 133700/-

1) देयकाचा प्रकार: DHC रक्षम: रु.2000/-

हीडी/बनादेश/पे ऑर्डर क्रमांक: 1809202004997 दिनांक: 18/09/2020

ें देंकेचे नाव व पत्ताः

2) देयकाचा प्रकार: DHC रक्षम: रु.1460/-

हीडी/बनादेश/पे ऑर्डर क्रमांक: 1809202007252 दिनांक: 18/09/2020

3) देयकाचा प्रकार: eChallan रक्षम: रु.30000/-हींडी/धनादेश/पे ऑर्डर क्रमांक: MH004570738202021E दिनांक: 21/09/2020



सूची क्र.2

दुय्यम निवंधक : सह दु.नि.ठाणे 7

दस्त क्रमांक : 7326/2020

नोदंणी: Regn:63m

गावाचे नाव: घोडवंदर

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

4456436

(3) वाजारभाव(भाडेपटटयाच्या वावतितपटटाकार आकारणी देतो की पटटेदार 2697228.666

ते नमुद करावे)

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

1) पालिकेचे नाव:मिरा-भाईदर मनपा इतर वर्णन :, इतर माहिती: सदिनका नं. 1703,सदिनका क्षेत्रफळ 25.45 चौ. मि. कारपेट व 3.58 चौ. मी. बाल्कनी,17 वा मजला,वी-विंग,जे. पी. नॉर्थ एविवा विल्डिंग,विनय नगर,आर् एन. ए. कॉम्प्लेक्स ज्या पुढे,मीरा रोढ पूर्वे,ता.जि. ठाणे-401107,मौजे-घोडवंदर,वार्ड-यु-2,विभाग-8/34,सर्वे नं. 25/1पै,26/9पै,110/1पै व 110/2पै व इतर((Survey Number : सर्वे नं. 25/1पै, 26/9पै, 110/1पै व 110/2पै व इतर;))

(5) क्षेत्रफळ

1) 25.45 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा नाव व पत्ता.

1): नाद्रश्र-जे. पी. इन्क्रा रियल्टी प्रा. लि. चे ॲयोराईज सिग्नेटरी विकास सज्जन खेतान यांच्या तर्फे कु.मू म्हणून लुक्रमणनाथ योगी (पूर्वी ओळखते जात होते या नावाने स्कायलार्क रिअल्टर्स प्रा.लि.) - वय:-45; पत्ता:-प्लॉट नं: हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे < 401-402, माळा नं: चौथा मजला, इमारतीचे नावः विराज टॉवर, ब्लॉक नं: बेस्टर्म एक्स्प्रेस हायवे, डब्लूईएच मेट्रो स्टेशन जवळ, रोड नं: अंधेरी पूर्व, मुंबई; महाराष्ट्र, MUMBAI. पिन कोड:-400093 पॅन

> 2) नान: कमल ओमप्रकाश जैन यांच्या तर्फे कू. मू. म्हणून स्कायलार्क रिअल्टर्स प्रा.सि. (पूर्वी ओळखले जात होते ऱ्या नावाने स्कायलार्क रिअल्टर्स प्रा.सि.) चे झायरेक्टर विजय जैन यांच्या तर्फे ॲथोराईज सिग्नेटरी (अधिकृत सही करणार) विकास सज्जन खेतान यांच्या तर्के कु.मू म्हणून लक्ष्मणनाय योगी - वय:-45; पत्ता:-प्लॉट नं: वी1 सी1, माळा नं: -, इमारतीचे नाव: सोमनाथ महादेव सोधीग्रदी, दूर्तोक ने: पार्के पॉइंट, सुरत, रोड नं: गुजरात, गुजरात, सुरत. पिन कोड:-395007 पॅन नं:-AAKPJ4325K

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

सुरत. पिन कोट:-395007 पन न:-AAKP44330K 1):' नाव:-मिनाज सुलेमान शेख -- चया देश पूर्वा न्लॉट नं. 402, बीलुडींग नं. 4, माळा नं: -, इमारतीचे नाव: साई कृपा-अपार्टमेंट, ब्लॉक नं: मलकार्ती ईस्ट्रेट शेड मं: मिलाईड पूर्व मुंबई, महाराष्ट्र, सुंबई. पिन कोड:-400097 पन नं:-CJTPS38258 केंद्र 2): नाव:-सुलेमान गुडूअली शेख -- वंग:-38 पूर्वा:-प्लॉटनेंड-402, बीलुडींग नं.4, माळा नं: -, इमारतीचे नाव: साई कृपा आपर्टमेंट, ब्लॉक नं: मालकार्नी ईस्टेट, राड नं: मालाड पूर्व, महाराष्ट्र, MUMBAI. पिन कोड:-400097 पेन नं-8KMPS4461A

(Procom

(9) दस्तऐवज करुन दिल्याचा दिनांक

22/09/2020

(10)दस्त नोंदणी केल्याचा दिनांक

22/09/2020

(11)अनुक्रमांक,खंड व पृष्ठ

7326/2020

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

133700

(13)वाजारमावाप्रमाणे नोंदणी शुल्क

30000

(14)शेरा

मुल्यांकनामाठी विचारात घेतलेला तपशील:-:

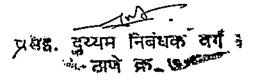
मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

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

Payment Details

SF.	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	Used At	Detace Number	Deface Date
1	Minaaz Suleman Shaikh	eChallan	69103332020092110785	MH004570738202021E	133700.00	SD	0002065916202021	22/09/2020
2		DHC		1809202004997	2000	RF	1809202004997D	22/09/2020
3		DHC		1809202007252	1460	RF	1809202007252D	22/09/2020
4	Minaaz Suleman Shalkh	eChallan		MH004570738202021E	30000	RF	0002065916202021	22/09/2020

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





ट.न.न. - ७

दस्त क्रमांक 0326 / २०२

9 / 963



CHALLAN MTR Form Number-6

GRN MH004570738202021E		• • • • • • • • • • • • • • • • • • •		— ₋							***
					Date	21/09/2020-11	:48:54	For	m ID	25.2	
•	Payer Details										
Stamp Duty Type of Payment Registration F	TAX ID /	TAX ID / TAN (If Any)									
	PAN No.(PAN No.(if Applicable) BKMPS4461A									
Office Name THN7_THANE NO	Full Nam	Full Name Minaaz Suleman Shaikh									
Location THANE	Location THANE										
Year 2020-2021 One Ti	Year 2020-2021 One Time					at No 1703 Win	0 B JP	Norti	- Aviva		
Account Head Do	etalis	Amount in Rs	Premises	Flat/Block No. Flat No 1703 Wing B JP North Aviv							
0030046401 Stamp Duty		133700.00	0 Road/Stre	et	Ğ	hodbunder Road	1				-
0030063301 Registration Fee		30000.00	Area/Loca	Area/Locality Mira Road East					\dashv		
					Town/City/District						
	San Sub Rev		PIN		+		4	0	1 1	0	7
						Remarks (If Any) PAN2=AAOCS9607A-SecondPartyName=JP INFRA REALTY PRIVATE				\dashv	
₹163700.00	mone.		LIMITED~								
			Amount in	Onela		yty Thrae The				- <u>-</u> -	_
TAMEFACE		1.63,700.00	Words	One Danie Only Three Fnousand Seven Hundred Rupees							
ayment Details IDBI BANK									4		
Cheque-DD Details					FOR USE IN RECEIVING BANK						
Cheque/DD No.			Bank CIN	Ref. No.		91033320200921		687	552277		
Name of Bank	lame of Bank		Bank Date RBI Date		21	1/09/2020-11:49:	59 ——	Not	Verified	with R81	
ame of Branch				Bank-Branch IDBI BANK							
spartment ID:				Scroll No. , Date Not Verified with Scroll				1			

Department ID :

NOTE:- This challen is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सहर चलन केवळ दुस्यम निवंधक कार्यालयात गोंदणी करावयाच्या दस्तांसाठी लागु आहे . नोंदणी न करावयाच्या दस्तांसाठी सदर चलन ताम्

Challan Defaced Details

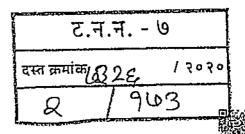
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_	Sr. No.	Remarks				V
	1	(IS)-337-7328	Defacement No.	Defacement Date	Userld	Defacement Amount
		(iS)-337-7326	0002065916202021	22/09/2020-13:44:32	IGR119	30000.00
•			0002065916202021	22/09/2020-13:44:32	IGR119	133700.00
1				Total Defacement Amount		1,63,700.00

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CHALLAN MTR Form Number-6

- GRN MH004570738202021E BARCODE	1 11 (7 1 1 1 1 1 7 1 1 1 1 1 1 1 1 1 1										
BARCOBE IIIII				ate 21/09/2020-11:	48;54	Forr	n ID	25.2			
	Stamp Duty						Payer Details				
Type of Payment Registration Fee	•						TAX ID / TAN (If Any)				
	PAN No.	AN No.(if Applicable) BKMPS4461A									
Office Name THN7_THANE NO 7 JOINT SUB REGIS	Full Nam	Full Name Minaaz Suleman Shalkh									
Location THANE	-										
Year 2020-2021 One Time	Year 2020-2021 One Time										
Account Head Details	Amount in Rs	Flat/Bloc - Premises		Flat No 1703 Wing	I D JF I	North	AVIVA				
0030046401 Stamp Duty	133700.0	0 Road/Str		Ghodbunder Road							
0030063301 Registration Fee	30000.0	Area/Loc	ality	Mira Road East							
		-{	Town/City/District						•		
STATUTE STOP		PIN			4	0	. T		 _		
hay so out to	3	Remarks	Remarks (If Any)			1 0	7				
	IX. ≠ X	PAN2=AAOCS9607A~SecondPartyName=JP INFRA REALTY PRIVATE LIMITED~									
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		Amount In	One Lakh	Ciulis There 7							
Total	1,63,700.00		Only	Sixty Three Thousa	nd Sev	ren H	lundre	1 Rupee	:s		
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Name of Branch			Bank-Branch IDBI BANK				\neg				
Department (D :		Scroll No. , Date Not Verified with Scroll			\neg						

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवळ दुय्यम निवंधक कार्यालयात मोदंगी करावयाच्या दस्तासाठी लागु आहे . मोदंगी न करावयाच्या दस्तासाठी सदर चलन लागु 2242415678

Print Date 21-09-2020 11:50:18

 $\sum_{i=1}^{n}\sum_{j=1}^{n}\sum_{i=1}^{n}\sum_{j=1}^{n}\sum_{i=1}^{n}\sum_{j=1}^{n}\sum_{i=1}^{n}\sum_{j=1}^{n}\sum_{i=1}^{n}\sum_{j=1}^{n}\sum_{i=1}^{n}\sum_{j=1}^{n}\sum_{i=1}^{n}\sum_{j=1}^{n}\sum_{i=1}^{n}\sum_{j=1}^{n}\sum_{i=1}^{n}\sum_{j=1}^{n}\sum_{i=1}^{n}\sum_{j=1}^{n}\sum_{i=1}^{n}\sum_{j=1}^{n}\sum_{i=1}^{n}\sum_{j=1}^{n}\sum_{i=1}^{n}\sum_{j=1}^{n}\sum_{i=1}^{n}\sum_{j=1}^{$

ट.न.न. - ७ दस्त क्रमांक ७३२६ / २०२० 3 / १७३

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made at Thane this 22 day of Selfemon Two Thousand and Twinty:

BETWEEN

00

JP INFRA REALTY PRIVATE LIMITED (formerly known as SKYLARK REALTORS PRIVATE LIMITED), a Company incorporated under the provisions of the Companies Act, 1956 and also governed as per Companies Act, 2013 and having its registered office address at 401-402, 4th Floor, Viraj Towers, Western Express Highway, Near WEH Metro Station, Andheri East, Mumbai 400093, hereinafter referred to as the "SRPL" or "Promoter 1" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the FIRST PART;

AND

KAMAL OMPRAKASH JAIN, an Indian Inhabitant, having address at B1 C1, Somnath Mahadev Society, Parle Point, Surat, Gujarat - 395 007, hereinafter reference to as the "Promoter 2" (which expression shall, unless it be repugnant to context of Sub Remaining thereof, be deemed to mean and include her heirs, executors, successors and assigns) of the SECOND PART:

AND

(1)MINAAZ SULEMAN SHAIKH (2)SULEMAN GHUDUALI SHAIKH Adult Shaikh Indian Inhabitant/s of Mumbai / a partnership firm registered under the Indian Partnership Act, 1932 / a private limited / public company registered under the provisions of the Companies Act, 1956 / 2013, having their address for the purpose of these presents at 402, Building no 4, Sai Krupa Apt, Malkani Estate, Malad East, Mumbai-400097 hereinafter referred to as "Allottee/s" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual/s (his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the HUF and in case of a coparcenary, the coparcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and the heirs, executors and administrators of the last survivor of them and in case of a company/ body corporate its successors and permitted assigns) of the THIRD PART.

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

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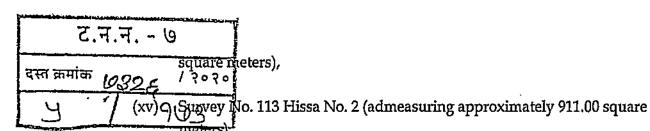
And I

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WHEREAS:

- A. The Promoter 1 is undertaking development of all those pieces and parcels of land admeasuring approximately 96,629.00 square meters of the realization / २०२० aggregate bearing the following Survey Numbers / Hissa Numbers, lying being and situate at Village Ghodbunder, Taluka and District Thane and in the Registration District and Sub District Thane and now within the limits of Mira Road Municipal Corporation ("the Larger Land") in accordance with applicable laws (as amended / modified from time to time), including the provisions of the Development Control Regulations of Mira Bhayandar Municipal Corporation ("DCR") as applicable from time to time, in the manner as stated herein:
 - (i) Survey No. 110 Hissa No. 1 (part) (admeasuring approximately 661.00 square meters),
 - (ii) Survey No. 110 Hissa No. 2 (part) (admeasuring approximately 4149.00 square meters),
 - (iii) Survey No. 110 Hissa No. 3 (admeasuring approximately 20.00 square meters),
 - (iv) Survey No. 25 Hissa No. 1 (admeasuring approximately 3435.00 square meters),
 - (v) Survey No. 26 Hissa No. 8 (part) (admeasuring approximately 70.00 square meters),
 - (vi) Survey No. 26 Hissa No. 8 (part) (admeasuring approximately 129.00 square meters),
 - (vii) Survey No. 26 Hissa No. 5 (part) (admeasuring approximately square meters),
 - (viii) Survey Nos. 26 Hissa Nos. 9 (admeasuring approximately square meters),
 - (ix) Survey No. 24 Hissa No. 3 (admeasuring approximately 19425.00 square meters),
 - (x) Survey No. 22 Hissa No. 2 (admeasuring approximately 860.00 square meters),
 - (xi) Survey No. 22 Hissa No. 5 (admeasuring approximately 2380.00 square meters),
 - (xii) Survey No. 21 Hissa No. 2A (part) (admeasuring approximately 685.00 square meters),
 - (xiii) Survey No. 21 Hissa No. 2B (part) (admeasuring approximately 6612.00 square meters),
 - (xiv) Survey No. 112 Hissa No. 2 (part) (admeasuring approximately 4895.00

approximately 6612.00



(xvi) Survey No. 117 Hissa No. 1 (admeasuring approximately 810.00 square meters),

- (xvii) Survey No. 117 Hissa No. 3 (admeasuring approximately 230.00 square meters),
- (xviii) Survey No. 117 Hissa No. 4 (admeasuring approximately 300.00 square meters),
- (xix) Survey No. 117 Hissa No. 5 (admeasuring approximately 1600.00 square meters),
- (xx) Survey No. 117 Hissa No. 6 (admeasuring approximately 1540.00 square meters),
- (xxi) Survey No. 116 Hissa No. 1 (part) (admeasuring approximately 476.00 square meters),
- (xxii) Survey No. 116 Hissa No. 2A (admeasuring approximately 1132.00 square meters),

(xxiii) Survey No. 116 Hissa No. 3 (admeasuring approximately 2280.00 square meters),

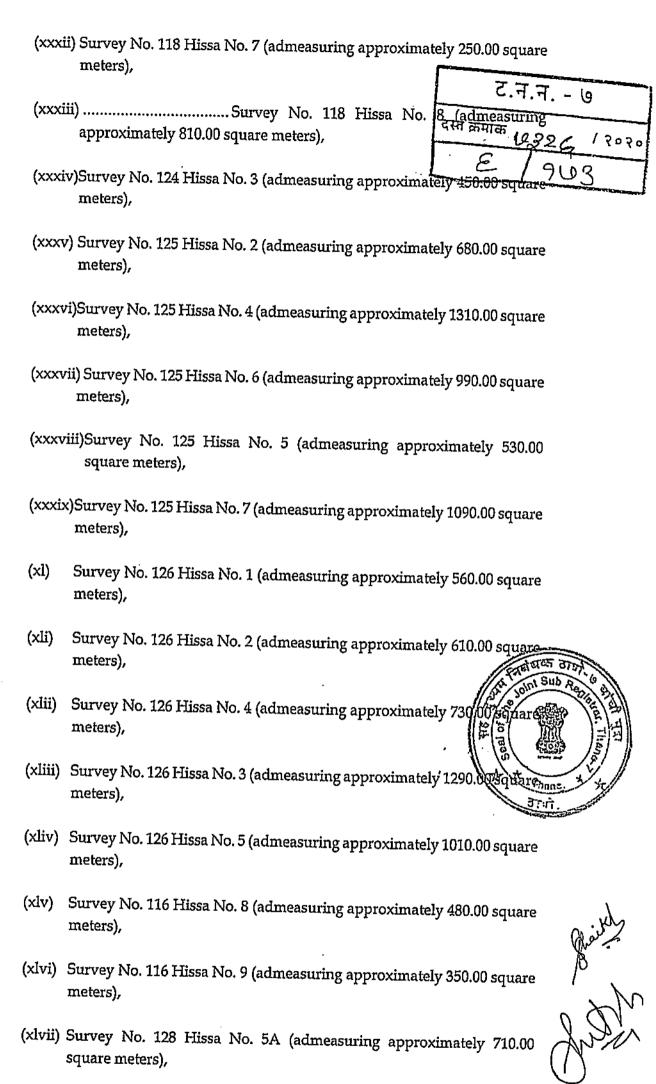
durvey No. 116 Hissa No. 4 (admeasuring approximately 2020.00 square poeters),

Survey No. 118 Hissa No. 2 (admeasuring approximately 2360.00 square meters),

- (xxvi) Survey No. 118 Hissa No. 3 (admeasuring approximately 2280.00 square meters),
- (xxvii) Survey No. 116 Hissa No. 5 (admeasuring approximately 1820.00 square meters),
- (xxviii)......Survey No. 116 Hissa No. 7 (admeasuring approximately 400.00 square meters),
- (xxix) Survey No. 125 Hissa No. 1 (admeasuring approximately 760.00 square meters),
- (xxx) Survey No. 118 Hissa No. 5 (admeasuring approximately 400.00 square meters),
- (xxxi) Survey No. 118 Hissa No. 4 (admeasuring approximately 2020.00 square meters),

Tark The same of t

meters),



(xlviii) Survey No. 128 Hissa No. 5B (part) (admeasuring approximately 30.00 square meters),

(xlix) Survey No. 127 Hissa No. 2 (admeasuring approximately 380.00 square meters),

e e

Survey No. 127 Hissa No. 1 (admeasuring approximately 1470.00 square

(II) Survey No. 127 Hissa No. 3 (admeasuring approximately 480.00 square meters),

- (lii) Survey No. 134 Hissa No. 2 (admeasuring approximately 560.00 square meters),
- (liii) Survey No. 134 Hissa No. 8 (admeasuring approximately 400.00 square meters),
- (liv) Survey No. 134 Hissa No. 5A (admeasuring approximately 350.00 square meters),
- (Iv) Survey No. 133 Hissa No. 1 (admeasuring approximately 1140.00 square meters),
- (Ivi) Survey No. 133 Hissa No. 2 (admeasuring approximately 450.00 square meters),
- (lvii) Survey No. 133 Hissa No. 5 (admeasuring approximately 350.00 square meters),

jurvey No. 133 Hissa No. 6 (admeasuring approximately 330.00 square leters),

Survey No. 133 Hissa No. 8 (admeasuring approximately 1220.00 square meters),

- (lx) Survey No. 133 Hissa No. 7 (admeasuring approximately 680.00 square meters),
- (lxi) Survey No. 148 Hissa No. 2 (admeasuring approximately 1310.00 square meters),
- (lxii) Survey No. 132 Hissa No. 3 (admeasuring approximately 710.00 square meters),
- (lxiii) Survey No. 134 Hissa No. 3 (admeasuring approximately 860.00 square meters),
- (lxiv) Survey No. 148 Hissa No. 1 (admeasuring approximately 530.00 square meters),
- (lxv) Survey No. 127 Hissa No. 4 (admeasuring approximately 860.00 square meters),
- (lxvi) Survey No. 126 Hissa No. 6 (admeasuring approximately 300.00 square meters),

(lxvii) Survey No. 135 Hissa No. 3 (part) (admeasuring approximately 149.00

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square meters),

(lxviii) Survey No. 127 Hissa No. 5 (admeasuring approximately 40.00 square meters),

(lxix) Survey No. 116 Hissa No. 6 (admeasuring appro meters),

- (lxx) Survey No. 133 Hissa No. 3 (admeasuring approximately 610.00 square meters),
- (lxxi) Survey No. 133 Hissa No. 4 (admeasuring approximately 430.00 square meters),
- (lxxii) Survey No. 125 Hissa No. 3 (admeasuring approximately 280.00 square meters),
- (Ixxiii) Survey No. 134 Hissa No. 1 (admeasuring approximately 330.00 square meters); and
- (lxxiv) Survey No. 134 Hissa No. 4 (admeasuring approximately 350.00 square meters).

The Larger Land is more particularly described in the Part A of the First Schedule hereunder written and delineated with thick black coloured boundary line on the Plan annexed hereto and marked as Annexure "1".

B. The Larger Land is owned in the following manner:

> The Promoter 1 is the owner of all those pieces and parcel (i) admeasuring approximately 46,311.00 square meters in aggi bearing the following Survey Numbers / Hissa Numbers form of the Larger Land ("First Land"):

Survey No. 22 Hissa No. 2 (admeasuring approximately 860.00 (a) square meters),

- Survey No. 26 Hissa No. 8 (part) (admeasuring approximately (b) 129.00 square meters),
- Survey No. 112 Hissa No. 2 (part) (admeasuring approximately (c) 4895.00 square meters),
- Survey No. 113 Hissa No. 2 (admeasuring approximately 911.00 (d) square meters),
- Survey No. 117 Hissa No. 1 (admeasuring approximately 810.00 (e) square meters),
- Survey No. 117 Hissa No. 3 (admeasuring approximately 230.00 (f) square meters),
- Survey No. 117 Hissa No. 4 (admeasuring approximately 300.00 (g) square meters),

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h) Survey No. 117 Hissa No. 5 (admeasuring approximately 1600.00

Survey No. 117 Hissa No. 6 (admeasuring approximately 1540.00 square meters),

- (j) Survey No. 116 Hissa No. 1 (part) (admeasuring approximately 476.00 square meters),
- (k) Survey No. 116 Hissa No. 4 (admeasuring approximately 2020.00 square meters),
- (l) Survey No. 118 Hissa No. 2 (admeasuring approximately 2360.00 square meters),
- (m) Survey No. 118 Hissa No. 3 (admeasuring approximately 2280.00 square meters),
- (n) Survey No. 118 Hissa No. 5 (admeasuring approximately 400.00 square meters),
- (o) Survey No. 118 Hissa No. 4 (admeasuring approximately 2020.00 square meters),



Survey No. 118 Hissa No. 7 (admeasuring approximately 250.00 square meters),

Survey No. 118 Hissa No. 8 (admeasuring approximately 810.00 square meters),

Survey No. 124 Hissa No. 3 (admeasuring approximately 450.00 square meters),

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- (s) Survey No. 125 Hissa No. 2 (admeasuring approximately 680.00 square meters),
- (t) Survey No. 125 Hissa No. 4 (admeasuring approximately 1310.00 square meters),
- (u) Survey No. 125 Hissa No. 6 (admeasuring approximately 990.00 square meters),
- (v) Survey No. 125 Hissa No. 7 (admeasuring approximately 1090.00 square meters),
- (w) Survey No. 126 Hissa No. 1 (admeasuring approximately 560.00 square meters),
- (x) Survey No. 126 Hissa No. 2 (admeasuring approximately 610.00 square meters),

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Survey No. 126 Hissa No. 4 (admeasuring approximately 730.00

square meters),

Survey No. 126 Hissa No. 3 (admeasuring approximately 1290.09 (z) square meters),

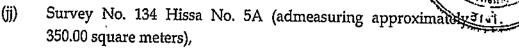
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Survey No. 126 Hissa No. 5 (admeasuring approximate (aa) square meters),

- Survey No. 126 Hissa No. 6 (admeasuring approximately 300 (bb) square meters),
- Survey No. 116 Hissa No. 8 (admeasuring approximately 480.00 (cc) square meters),
- Survey No. 116 Hissa No. 9 (admeasuring approximately 350.00 (dd) square meters),
- Survey No. 127 Hissa No. 2 (admeasuring approximately 380.00 (ee) square meters),
- Survey No. 127 Hissa No. 1 (admeasuring approximately 1470.00 (ff) square meters),
- Survey No. 134 Hissa No. 2 (admeasuring approximately 560.00 (gg) square meters),

Survey No. 134 Hissa No. 3 (admeasuring approximately & (hh) square meters),

Survey No. 148 Hissa No. 1 (admeasuring approximately (ii) square meters),



- Survey No. 133 Hissa No. 5 (admeasuring approximately 350.00 (kk) square meters),
- (II)Survey No. 133 Hissa No. 6 (admeasuring approximately 330.00 square meters),
- (mm) Survey No. 133 Hissa No. 8 (admeasuring approximately 1220.00 square meters),
- Survey No. 133 Hissa No. 7 (admeasuring approximately 680.00 (nn) square meters),
- Survey No. 132 Hissa No. 3 (admeasuring approximately 710.00 (00) square meters),
- Survey No. 128 Hissa No. 5A (admeasuring approximately (pp) 710.00 square meters),

ट.न.न. (qq) Survey No. 133 Hissa No. 2 (admeasuring approximately 450.00 वस्त क्रमांक ७३२३ / २०२० | Survey No. 134 Hissa No. 8 (admeasuring approximately 400.00 square meters),

- (ss) Survey No. 22 Hissa No. 5 (admeasuring approximately 2380.00 square meters),
- (tt) Survey No. 127 Hissa No. 3 (admeasuring approximately 480.00 square meters),
- (uu) Survey No. 148 Hissa No. 2 (admeasuring approximately 1310.00 square meters),
- (vv) Survey No. 127 Hissa No. 5 (admeasuring approximately 50.00 square meters),
- (ww) Survey No. 125 Hissa No. 3 (admeasuring approximately 280.00 square meters).
- (xx) Survey No. 133 Hissa No. 4 (admeasuring approximately 430.00 square meters),

(yy) Survey No. 128 Hissa No. 5B (part) (admeasuring approximately 30.00 square meters), and

Survey No. 133 Hissa no. 3 (admeasuring approximately 610.00 square meters).

The First Land is washed with green colour on the Plan annexed hereto and marked as Annexure "1".

SPH Agro Farms and Estates Private Limited ("SPH Agro") and Mr. Sadanand P. Hajare ("Sadanand") are the owners of all those pieces and parcels of land admeasuring approximately 5,246.00 square meters in aggregate and bearing the following Survey Numbers / Hissa Numbers, forming part of the Larger Land ("Second Land"):

- (a) Survey No. 25 Hissa No. 1 (admeasuring approximately 3435.00 square meters),
- (b) Survey No. 26 Hissa No. 8 (part) (admeasuring approximately 70.00 square meters), and
- (c) Survey Nos. 26 Hissa Nos. 9 (admeasuring approximately 1060.00 square meters).
- (d) Survey No. 110 Hissa No. 1 (part) (admeasuring approximately 661.00 square meters),
- (e) Survey No. 110 Hissa No. 3 (admeasuring approximately 20.00 square meters),

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The Second Land is washed with blue colour on the Plan annexed hereto and marked as Annexure "1". SPH Agro and Sadanand are hereinafter collectively referred to as the "Prompter 3".

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(iii) The Promoter 1, the Promoter 2 and the Promoter 3 are hereinafter referred to as "the Promoters".

- (iv) JP Infra Constructions Private Limited ("JPIC") is the owner of all (13 those pieces and parcels of land admeasuring approximately 7,297.00 square meters in aggregate and bearing the following Survey Numbers / Hissa Numbers, forming part of the Larger Land ("Third Land"):
 - (a) Survey No. 21 Hissa No. 2A (part) (admeasuring approximately 685.00 square meters), and
 - (b) Survey No. 21 Hissa No. 2B (part) (admeasuring approximately 6612.00 square meters).

The Third Land is washed with magenta colour on the Plan annexed hereto and marked as Annexure "1".

- (v) JP Infra Builders and Developers ("JPIBD") is the owner of all those pieces and parcels of land admeasuring approximately 3,412.00 square meters in aggregate and bearing the following Survey Numbers / Hissa Numbers, forming part of the Larger Land ("Fourth Land"):
 - (a) Survey No. 116 Hissa No. 2A (admeasuring approximately 1132.00 square meters),
 - (b) Survey No. 116 Hissa No. 3 (admeasuring approximately 2 square meters), and

The Fourth Land is washed with yellow colour on the Plantanne hereto and marked as Annexure "1".

- (vi) JP Infra Mumbai Private Limited and Mrs. Sharda Jain are the joint owners, as tenants-in-common, with respect to all that piece and parcel of land admeasuring approximately 19,425.00 square meters and bearing Survey No. 24 Hissa No. 3 forming part of the Larger Land ("the Fifth Land"). The Fifth Land is washed with red colour on the Plan annexed hereto and marked as Annexure "1".
- (vii) Mrs. Rashi Agarwal is the Owner of all those pieces and parcels of land admeasuring approximately 4,100.00 square meters and bearing the Survey Number 26 Hissa Number 5 ("the Sixth Land"). The Sixth Land is washed with purple colour on the Plan annexed hereto and marked as Annexure "1".
- (viii) The Promoter 1 proposes to acquire / is in the process of acquiring ownership and/or development rights with respect to all those pieces and parcels of land admeasuring approximately 6,689.00 square meters forming part of the Larger Land ("Balance Land"). The Balance Land is more particularly described in the Part C of the First Schedule hereunder written and hatched with grey colour on the Plan annexed hereto and marked as Annexure "1".
- C. Mr. Manoj Purohit has been seized, possessed of and is the Owner of all that piece and parcel of land bearing Survey No. 110, Hissa No. 2 (part)

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ट.न.न. – 19 admeasuring 7,992 square meters situate, lying and being at village Ghodbunder, Talaka and District Thane and in the Registration District and Sab-District Thane and in the Registration District and now within the limit of Miga Bhayander Municipal Corporation

Vide Development Agreement dated 7th June, 2018, registered in the (ī) the Joint Sub-Registrar, Thane-12 under Sr. No. offic TN: 920/2018 dated 7th June, 2018 executed by and between Mr. rohit (the Owner therein) and the Promoter 2 (the Developer Ma: the he Owner therein granted development rights of a portion ring 369.00 square meters out of land bearing Survey No. 110, adn: 2 (part) "the DA Property" to the Promoter 2, on the terms His and itions which are more particularly described therein. Further oj Purohit has also executed a Power of Attorney dated 7th Mr. S, registered in the office of the Joint Sub-Registrar, Thane-12 under Sr. No. TNN12/6922/2018 dated 7th June, 2018 in favor of Promoter 2 authorizing him to do and carry out various acts, deeds, matters and things in respect of the said DA Property as contained therein.

Further vide Agreement for Grant of Sub-Development Rights dated 7th June, 2018, registered in the office of the Joint Sub-Registrar, Thane-12 under Sr. No. TNN12/6932/2018 dated 7th June, 2018 executed by and between Promoter 2 (the Developer therein), Mr. Manoj Purohit (the Owner therein) and Skylark Realtors Private Limited (now known 15 JP Infra Realty Private Limited) (the Sub-Developer therein), the Developer therein granted sub-development rights of the DA Property to the Sub-Developer therein with the confirmation of the Owner therein, on the terms and conditions which are more particularly described therein. Further the Developer therein has also executed a Substituted power of attorney dated 7th June, 2018, registered in the office of the Joint Sub-Registrar, Thane-12 under Sr. No. TNN12/6933/2018 dated 7th June, 2018 in favor of the Sub-Developer therein authorizing it to do and carry out the various acts, deeds, matters and things in respect of the DA property.

Vide Agreement for Sale dated 7th June, 2018, registered with Joint Thane-12 under of Assurances, Sub-Registrar TNN12/6936/2018 dated 7th June, 2018 executed by and between Mr. Manoj Purohit (the Vendor therein) and Promoter 2 (the Purchaser therein), the Vendor therein agreed to sell, convey and transfer and assign his right, title and interest of an area admeasuring 3,780.00 square meters out of land bearing Survey No. 110, Hissa No. 2 (part) "the AFS Property" to the Purchaser therein, for the consideration and upon the terms and conditions which are more particularly described therein. Further Mr. Manoj Purohit has also executed a Power of Attorney dated 7th June, 2018, registered in the office of the Joint Sub-Registrar, Thane-12 under Sr. No. TNN12/6937/2018 dated 7th June, 2018 in favor of Promoter 2 authorizing him to do and carry out various acts, deeds, matters and things in respect of the said AFS Property as contained therein.

(iv) Further vide Agreement for Grant of Development Rights dated 7th June, 2018, registered in the office of the Joint Sub-Registrar, Thane-12 under Sr. No. TNN12/6939/2018 dated 7th June, 2018 executed by and between Promoter 2 (the Owner therein), Mr. Manoj Purohit (the Confirming Party therein) and Skylark Realtors Private Limited (now known as JP Infra Realty Private Limited) (the Developer therein), the Owner therein granted development rights of the AFS Property to the Developer therein with the confirmation of the Confirming Party therein, on the terms and conditions which are more particularly

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described therein. Further the Developer therein has also executed a substituted power of attorney dated 7th June, 2018, registered in the office of the Joint Sub-Registrar, Thane-12 under Sr. No. TNN12/6938/2018 dated 7th June, 2018 in favor of the Developer therein authorizing it to do and carry out the various acts, deeds, matters and things in respect of the DA property.

- (v) The DA Property and the AFS Property admeasuring approximately, 4,149.00 square meters and bearing the Survey Number 110 Hissa Number 2 (part) are collectively referred to as "the Seventh Land". The Seventh Land is washed with orange colour on the Plan annexed hereto and marked as Annexure "1".
- D. By and under an Agreement dated 18th July, 2018, registered in the office of the Joint Sub-Registrar, Thane-1 under Sr. No. TNN1/10855/2018 dated 18th July, 2018 executed by and between Manoj Purohit (the Vendor therein), Skylark Realtors Private Limited (Now known as JP Infra Realty Private Limited) (the Purchaser therein), and Mr. Shishir Agarwal (the Confirming Party therein); the Vendor therein irrevocably with a confirmation of the Confirming Party therein agreed to grant and assign the Setback/TDR/FSI/road widening FSI of the very said Plot, admeasuring 6,732.60 sq.mts. ("Setback - 1") to the Purchaser on the terms and conditions which are more particularly described therein. Further the Vendor therein has also executed Substituted Power of Attorney dated 11th April 2018, registered in the office of the Joint Sub-Registrar, Thane-1 under Sr. No. TNN1/10857/2018 dated 18th July, 2018, in favor of Skylark Realtors Private Limited (Now known as JP Infra Realty Private Limited) authorizing it to do and carry out the various acts, deed and one matters and things in respect of the said Setback - 1.
- Ę. By and under an Agreement dated 18th July, 2018, registered in the office of Joint Sub-Registrar, Thane-1 under Sr. No. TNN1/10856/2018 dated 18 74 2018 executed by and between Manoj Purohit (the Vendor therein), Saylaria Realtors Private Limited (Now known as JP Infra Realty Private Limited) Purchaser therein), and Mr. Shishir Agarwal (the Confirming Party therein); the Vendor therein irrevocably with a confirmation of the Confirming Party therein agreed to grant and assign the Setback/TDR/FSI/road widening FSI of the very said Plot admeasuring 10,143.00 sq.mts. ("Setback - 2") to the Purchaser on the terms and conditions which are more particularly described therein. Further the Vendor therein has also executed Substituted Power of Attorney dated 27th February 2018, registered in the office of the Joint Sub-Registrar, Thane-1 under Sr. No. TNN1/10859/2018 dated 18th July, 2018, in favor of Skylark Realtors Private Limited (Now known as JP Infra Realty Private Limited) authorizing it to do and carry out the various acts, deeds, matters and things in respect of the said Setback - 2.
- F. The Promoter 1 is the owner of all that piece and parcel of land bearing Survey No. 116, Hissa No. 4, admeasuring approximately 2,020.00 square meters out of which an area of approximately 1,595.69 square meters or thereabouts, was majorly reserved for road under the Development Plan ("Reservation 1"). Vide an Agreement dated 24th January, 2019, registered in the office of the Joint Sub-Registrar, Thane-10 under Sr. No. TNN4/1110/2019 dated 24th January, 2019 executed by and between Skylark Realtors Private Limited (Now known as JP Infra Realty Private Limited) (the Owner therein), and Mira Bhayandar Municipal Corporation (the Corporation therein); the Owner therein handed over possession of the Reservation 1 to the Corporation therein and in consideration of the same, the Corporation has granted Development Rights to be utilized as FSI against road widening of the very said Plot ("FSI 1") to the Owner therein in the manner and on the terms and conditions as set out therein.
- G. By and under an Agreement for Transfer of Development Right (TDR) dated

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99 1st June, 2019, registered in the office of the Joint Sub-Registrar, Thane-4 under 2Sr. No. T NN4/6264/2019 dated 1st June, 2019 executed by and between Estate

Investment Company Pvt. Ltd. and Man Vastucon LLP (collectively the Transferors therein); Skylark Realtors Private Limited (Now known as JP Infra Realty Private Limited) (the Transferee therein); and Goan Hotels & Realty Private Limited, Horizontal Realty & Aviation Private Limited and Eversmile Construction Company Private Limited (collectively the Confirming Parties therein); the Transferors therein with the confirmation of the Confirming Parties agreed to transfer / sell the benefit of TDR to the extent of 10,000 sq.mts., i.e. 1,07,640 sq.ft. ("TDR - 1") to the Transferee on the terms and conditions which are more particularly described therein. Further Man Vastucon LLP has also executed a Power of Attorney of even date, registered in the office of the Joint Sub-Registrar, Thane-4 under Sr. No. TNN4/6265/2019 dated 1st June, 2019 in favor of the Transferee therein authorizing it to do and carry out the various acts, deeds, matters and things in respect of the said TDR - 1.

By and under an Agreement dated 4th June, 2019, registered in the office of the Joint Sub-Registrar, Thane-7 under Sr. No. TNN7/8852/2019 dated 4th June, 2019 executed by and between Sparsh Builders Private Limited (the Vendor therein); and Skylark Realtors Private Limited (Now known as JP Infra Realty Private Limited) (the Purchaser therein); the Vendor therein unconditionally and irrevocably agreed to grant, assign and transfer the TDR admeasuring 7,197.75 sq.mts. ("TDR - 2") to the Purchaser on the terms and conditions which are more particularly described therein. Further the Vendor therein has also executed an Irrevocable General Power of Attorney of even date, registered in the office of the Joint Sub-Registrar, Thane-7 under Sr. No. 17NN7/8855/2019 dated 4th June, 2019, and a substituted power of attorney dated 4th June, 2019, registered in the office of the Joint Sub-Registrar, Thane-7 under Sr. No. TNN7/8861/2019 dated 4th June, 2019 in favor of Skylark Realtors Private Limited (Now known as JP Infra Realty Private Limited) authorizing it to do and carry out the various acts, deeds, matters and things in respect of the said TDR - 2.

Vide an Agreement dated 8th July, 2019, registered in the office of the Joint Sub-Registrar, Thane-1 under Sr. No. TNN1/9042/2019 dated 8th July, 2019 executed by and between Sparsh Builders Private Limited (the Vendor therein), and Skylark Realtors Private Limited (now known as JP Infra Realty Private Limited) (the Purchaser therein), the Vendor therein agreed to grant, assign and transfer TDR/FSI/Setback/Road Widening FSI ("Setback ~ 3") admeasuring 2,965.20 square meters in favor of the Purchaser therein on the terms and conditions which are more particularly described therein. Further the Vendor therein has also executed an Irrevocable General Power of Attorney of even date, registered in the office of the Joint Sub-Registrar, Thane-1 under Sr. No. TNN1/9043/2019 dated 8th July, 2019, and a substituted power of attorney dated 8th July, 2019, registered in the office of the Joint Sub-Registrar, Thane-1 under Sr. No. TNN1/9044/2019 dated 8th July, 2019 in favor of the Developer therein authorizing it to do and carry out the various acts, deeds, matters and things in respect of the said Setback ~ 3.

The Promoter 1 is the owner of all those pieces and parcels of land admeasuring approximately 2,630.00 in aggregate and bearing (i) Survey No. 124, Hissa No. 3, (admeasuring approximately 450.00 square meters); (ii) Survey No. 133, Hissa No. 5, (admeasuring approximately 350.00 square meters); (iii) Survey No. 128, Hissa No. 5A, (admeasuring approximately 710.00 square meters); (iv) Survey No. 133, Hissa No. 3, (admeasuring approximately 610.00 square meters); and (v) Survey No. 124, Hissa No. 2, (admeasuring approximately 510.00 square meters) out of which an area of approximately 989.11 square meters or thereabouts was majorly reserved for road and garden under the Development Plan ("Reservation – 2"). Vide an Agreement dated 11th July, 2019, registered in the office of the Joint Sub-Registrar, Thane-10 under Sr. No.

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TNN10/5925/2019 dated 11th July, 2019 executed by and between Skylark Realtors Private Limited (Now known as JP Infra Realty Private Limited) (the Owner therein), and Mira Bhayandar Municipal Corporation (the Corporation therein); the Owner therein handed over possession of the Reservation - 2 to the Corporation therein and in consideration of the same, the Corporation has granted Development Rights to be utilized as FSI against road widening of the very said Plot / Development rights including incentive against handing over of Amenity ("FSI - 2") to the Owner therein in the mainer and on the terms and conditions as set out therein.

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- K. Vide an Agreement dated 5th August, 2019, registered in the office of the Joint Sub-Registrar, Thane-1 under Sr. No. TNN1/9815/2019 dated 5th August, 2019 executed by and between Anushwar Enterprises (the Vendor therein), and Skylark Realtors Private Limited (now known as JP Infra Realty Private Limited) (the Purchaser therein), the Vendor therein agreed to grant and assign TDR/FSI/Setback/Road Widening FSI ("Setback 4") admeasuring 3,116.00 square meters in favor of the Purchaser therein on the terms and conditions which are more particularly described therein. Further the Vendor therein has also executed an Irrevocable General Power of Attorney dated 5th August, 2019, registered in the office of the Joint Sub-Registrar, Thane-1 under Sr. No. TNN1/9817/2019 dated 5th August, 2019, in favor of the Attorney therein authorizing it to do and carry out the various acts, deeds, matters and things in respect of the said Setback 4.
- L. The FSI utilized for the said building includes part/full portions of the said Setback 1, Setback 2, FSI 1, TDR 1, TDR 2, Setback 3, FSI 2 and Setback 4 as detailed in Clauses D, E, F, G, H, I, J and K above.
- M. The land admeasuring approximately 8,219.70 square meters bearing approximately 2,705.70 square substitution Substitution Substitution Substitution Substitution Substitution Substitution Substitution Survey No. 25 Hissa No. 2 (part) (admeasuring approximately 704.00 square meters); (iii) Survey No. 110 Hissa No. 1 (part) (admeasuring approximately 661.00 square meters) and (iv) Survey No. 110 Hissa No. 2 (part) (admeasuring approximately 4,149.00 square meters) (are hereinatter collectively referred to as "the said Land". The said Land is more particularly manodescribed in the Part C of the First Schedule hereunder written and 3 vol. demarcated with thick red boundary on the Plan annexed hereto and marked as Annexure "1".
- N. Out of the Larger Land, land bearing (i) Survey No. 110 Hissa No. 1(part) (admeasuring approximately 661.00 square meters) (ii) Survey No. 110 Hissa No. 2(part) (admeasuring approximately 4149.00 square meters) (iii) Survey No. 110 Hissa No. 3 (admeasuring approximately 20.00 square meters), (iv) Survey No. 116 Hissa No. 2A (admeasuring approximately 1132.00 square meters), and (v) Survey No. 116 Hissa No. 3 (admeasuring approximately 2280.00 square meters), are affected by orders passed under the provisions of Urban Land (Ceiling and Regulation) Act, 1976.
- O. The manner in which the respective owners of the said Land have purchased / acquired the ownership of their respective portions of the said Land and granted development rights, if any, with respect to the same to the Promoter 1, are duly set out in the said Title Certificate (as defined below).
- P. List of the pending litigation with respect to the Larger Land is as follows:

Sr. No.	Forum	Case No.	Parties.
1	District Court, Thane	Spl. C.S.648/2007	Leelabai G. Patil vs Dnyaneshwar Shivram

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90 /91	<u>se</u> 93	District Court, Thane	Suit No. 203/2016	Shahnawaz Khan vs Parshuram Tare & 25 Ors.
	3	Bombay High Court	Civil Writ Petition (St) No. 12056 of 2017	Shri John Titus Jerome D'souza and Ors. vs Smt. Florence D. Correa and Ors.
	4.	Bombay High Court	Civil Writ Petition No. 6454 of 2018	Leelabai Gajanan Patil & Anr. vs M/s. RNA Corp Pvt. Ltd. & Ors.
	5	SDO, Thane	RTS Appeal No. 261 of 2018	Shahnawaz Khan vs Parshuram Tare & 18 Ors.

Q. Details of mortgage(s) with respect to the Said Land (or part thereof) and the Said Building are as follows:

	Sr.	Mortgagee	Document of	Date	Registration no.
•	No.		Mortgage/		
			Encumbrance		
इत्यं बद्धा ठार्थः	1	Catalyst	Debenture Trust		BDR1-7546-2018
St. John Bub Roof H	.	Trusteeship	cum Mortgage		
AL JOIN BUD ROZZELLON THE	N	Ltd	Deed	21.06.2018	
	12	Catalyst	Supplementary	-	TNN7-12367-2018
	y	Trusteeship	Deed	31.08.2018	
A to Diamer & to		Ltd			
317.	3	Catalyst	Debenture Trust		TNN7-15123-2018
The same of the sa		Trusteeship	cum Mortgage	26.10.2018	
		Ltd	Deed		
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- The Promoter 1 is vested with the right to develop the First Land to Seventh Land inter-alia by constructing new buildings thereon. The Promoter 1 is in the process of acquiring / has acquired the right to own and / or develop the Balance Land inter-alia by constructing new buildings thereon. New buildings to be constructed by the utilization of the full and maximum development potential (both present and future) of the Larger Land are hereinafter for the sake of convenience referred to as "the New Buildings".
- S. The Promoter 1 is undertaking the development of the Larger Land for a mixed-use project and is constructing a mixed-use project thereon in the following manner:
 - (i) On a portion of the said Land (forming part of the Larger Land) admeasuring approximately 3,717.03 square meters ("the Aviva Land"), the Promoter 1 is proposing to construct the Real Estate Project called 'JP North Aviva', comprising of four wings being Wings A, B, C and D having stilt(pt.) + ground(pt.)(commercial) + 1st (pt.) podium (commercial) + 1st (pt.) podium + 2nd upto a maximum of 45 upper floors (hereinafter for the sake of brevity referred to as "the said Building"). The Aviva Land is shown and delineated with thick blue boundary on the Plan annexed hereto and marked as Annexure "1".
 - (ii) At present, a total FSI of 35,762.83 square meters has been sanctioned for the construction of Wings A, B and C having stilt(pt.) +

ground(pt.)(commercial) + 1st (pt.) podium (commercial) + 1st (pt.) podium + 2nd to 31st upper floors and Wing D having डॉग्रेडिंग + 10 ground(pt.)(commercial) + 1st (pt.) podium (commercial) + 1st (pt.) podium + 2nd to 30th upper floors of the said Building क्रमांक USPE / २०२०

- (iii) On the balance portion of the Larger Land, the Promoter 1 proposes to 02 construct other Real Estate Projects from time to time which will interalia comprise of a mixed use of residential / commercial / other users, shopping complexes / malls, schools, retail shops, hotels, hospitals and such other users as may be permitted from time to time, in the manner the Promoter 1 deems fit.
- Т. The Allottee/s acknowledge/s and confirm/s that the Promoter 1 proposes to undertake construction on the Larger Land by utilization of the full and maximum development potential of the Larger Land and in accordance with the approvals and permissions obtained/ to be obtained from time to time and as disclosed in the Disclosed Layout. The proposed layout plan being Disclosed Layout ("Disclosed Layout") and annexed to this Agreement as Annexure "2", tentatively indicates the present/future/new buildings/towers/wings that may be built on the said Land / Larger Land as separate Real Estate Projects. The Promoter 1 reserves its rights and is and shall continue to be entitled to amend, modify and/or substitute the Disclosed Layout including any future and further development of the Larger Land and / or the said Land including the location of the reservations, if any, affecting the Larger Land and to be constructed at any place on the Larger Land, in full or in part, as may be required by the Promoter 1 from time to time or due to planning constraints which inter alia may include construction of buildings with such permutations of and combinations of commercial / residential or residential cum commercial premises or such other users as may be permissible and shifting the locations the reservations affecting the Larger Land anywhere on the Larger La line phase-wise manner as may be deemed fit and proper by the Prombtek ? including by implementing various schemes / regulations as mentioned with the Development Control Regulations or based on expectation of increased Page 1981 development potential which may be available in future on modification of provisions of the Development Control Regulations of Mira Bhayandar Municipal Corporation ("DCR") as applicable from time to time, which are applicable to the development of the Larger Land inter alia in consonance with revised DCR. Any amendments to the Disclosed Layout in accordance with the approvals and permissions and what is stated herein will result and require changes to the Disclosed Layout.
- U. The development of the said Real Estate Project known as 'JP North Aviva' is on a portion of the Larger Land (as defined below) and proposed as a "real estate project" by the Promoter 1 and is registered as a 'real estate project' ("the Real Estate Project") with the Real Estate Regulatory Authority ("Authority"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("RERA Rules") modified from time to time. The Authority has duly issued the Certificate of Registration No. P51700023940 dated 18.05.2020, for the Project ("RERA Certificate") and a copy of the RERA Certificate is annexed and marked as Annexure "3" hereto.
- V. The Allottee/s has / have, prior to the date hereof, examined a copy of the RERA Certificate and has / have caused the RERA Certificate to be examined in detail by his/her/their/its Advocates and Planning and Architectural Consultants. The Allottee/s has/have agreed and consented to the development of the Larger Development (as defined below). The Allottee/s has/have also examined all the documents and information uploaded by the Promoter 1 on the website of the Authority as required by RERA and the RERA



Rules and has understood the documents and information in all respects.

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(۱) The Allottee's being desirous of purchasing a residential premises / unit / shop as more particularly described in the Second Schedule hereunder written (hereinafter referred to as the "said Premises") has / have approached the Promoters and requested to allot to him/her/them the said Premises..

- X. The principal and material aspects of the development of the Real Estate Project, are briefly stated below:
 - (i) The Real Estate Project is known as 'JP North Aviva' and was launched under its alias 'Codename Now or Never'.
 - (ii) The said Building is a part of the New Buildings.
 - (iii) The said Building is proposed to comprise of four wings being Wings A, B, C and D having stilt(pt.) + ground(pt.)(commercial) + 1st (pt.) podium (commercial) + 1st (pt.) podium + 2nd upto a maximum of 45 upper floors, on the Aviva Land forming part of the said Land.
 - By and under its Letter dated 26th November, 2019, the Mira Bhayandar Municipal Corporation ("MBMC") has approved the amended plans for a building comprising of Wings A, B & C having part ground+1 (part) podium +2nd to 31st upper floors and Wing D having part ground+1 (part) podium +2nd to 30th upper floors and granted Commencement Certificate upto 23 floors of the building No. 9 known as 'JP North Aviva' on the Aviva Land. Copy of the said Commencement Certificate dated 26th November, 2019 is hereto annexed and marked as Annexure "4". The Promoter has sufficiently and adequately disclosed to the Allottee/s that the current IOD is approved for 31 floors for wings A, B & C and 30 floors for Wing D. If for any unforeseen reasons, including that of the competent authority/ies, there is a change required in the number of floors of the said building / Real Estate Project, there could be a change in the total number of floors and the Allottee/s explicitly and irrevocably agree/s and consent/s for the same.

The Promoter 1 has planned "JP North Aviva" as a High-Rise Building consisting of a maximum of 45 habitable floors and is proceeding/has proceeded to apply for further approvals to the concerned competent authorities in accordance with the applicable laws as amended / modified from time to time.

- The Allottee/s has/have been explained by the Promoter 1 and the Allottee/s understand/s that the Promoter 1 may in its discretion including but not limited to planning constraints or on account of the height not being sanctioned or for any other reason may construct a building having floors less than the aforesaid maximum of 45 floors and the Allottee/s explicitly and irrevocably agree/s and consent/s for the same. On account of the above, there may be changes / amendments in location, area, count (of refuge floors/units, water tanks, staircases, width of staircases, lifts, car parking, fire check floor, fire chute, etc), and the Allottee/s agree/s and provide/s his/her/their/it consent for the same subject to any of these changes not affecting the location of the said Premises.
- (vii) The Allottee/s has/have been further explained by the Promoters and the Allottee/s understand/s that there might be a change in sharing of the premises in future on account of change in applicable laws, amended agreements/understandings and/or availability of further FSI.

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- (viii) The Real Estate Project shall comprise of units / premises consisting of apartments, flat/s, shops / commercial tenement/s, retall shops (on any floor) and other units.
- दस्त क्रमांक (ix) At present, a total FSI of 35,762.83 square meters has been sand for consumption in the construction and development of the Real Estate Project. The Promoter 1 proposes to eventually consume any further FSI that may be generated from time to time in the construction and development of the Real Estate Project or to be used anywhere in the larger layout.
- The common areas, facilities and amenities located in the Real Estate (x) Project that may be usable by the Allottee/s are listed in the Third Schedule hereunder written ("Real Estate Project Amenities").
- (xi) The common areas, facilities and amenities located in the Larger Development that may be usable by the Allottee/s are listed in the Fourth Schedule hereunder written ("Larger Development Amenities").
- (xii) The Larger Development Amenities shall be constructed in a phasewise manner and shall be completed at or around obtainment of the occupation certificate of the last real estate project in the Larger Development: Further, the Promoter 1 reserves the right to substitute, upgrade, modify, relocate or enhance any or all the Real Estate Project Amenities or the Larger Development Amenities.
- The Promoter 1 shall have the exclusive right to control advertising (xiii) and signage, hoarding, and all other forms of signage whatsoever within the Real Estate Project. The Promoter 1 shall be entitled to place, select, decide the sites and put hoarding/boards of their Logo and/or Brand Name or any other Logo and/or Brand name as decided by the Promoter 1 from time to time, in perpetuity in the form of Neon Signs, MS Letters, and Vinyl & Sun Boards or any other form on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project and all revenues arising from the same. The Promoter 1 or its nominee shall have right of ingress and egress to such signboards at all the times for the purposes of repairs and maintenance and the Allottee/s or the Society of the purchasers in the Real Estate Project shall not directly or indirectly obstruct the same. The Promoter 1 shall not be liable to pay any fees, charges or moneys for the same to the Society.
- The Promoter 1 shall be entitled to put up hoardings / boards of its (xiv) Brand Name, in the form of neon signs, MS letters, vinyl and supplied the signs of the sign boards on the Real Estate Project and on the façade, terrace, composition wall and/or any other part of the Real Estate Project. The Proportion Sub Reshall also be entitled to place, select and decide the hoarding / Board sites.
- The Promoter 1 would be entitled to aggregate any contiguity land (xv) parcel with the development of the Larger Land, as provided under the parcel with the development of the Larger Land, as provided under the parcel with the development of the Larger Land, as provided under the parcel with the development of the Larger Land, as provided under the parcel with the development of the Larger Land, as provided under the parcel with the development of the Larger Land, as provided under the parcel with the development of the Larger Land, as provided under the parcel with the development of the Larger Land, as provided under the parcel with the development of the Larger Land, as provided under the parcel with the parcel w the Proviso to Rule 4(4) of the RERA rules.In the event amalgamation of the said Land or the Larger Land with adjoining Land parcels, the Larger Development Amenities and facilities comprised in the Fourth Schedule including access roads shall be used by the flat/unit purchasers of the buildings constructed on the adjoining plots also.
- The details of the formation of the Society (defined below) and the (xvi)

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Project are more particularly specified in Clauses 13 and 16 below.

Q9 / Quarailable for inspection on the website of the Authority at https://madacrera.mahaonline.gov.in.

- Y. The principal and material aspects of the development of the Larger Land ("Larger Development") as disclosed by the Promoters are briefly stated below:
 - (i) The Larger Development is known as 'JP North'.
 - (ii) The area of the Larger Land upon which the Larger Development is being developed is approximately 96,629.00 square meters. The Larger Land shall inter-alia comprise of buildings for residential / commercial / other users, shopping complexes / malls, schools, retail shops, hotels, hospitals and such other users as may be permitted from time to time.
 - (iii) The Promoter 1 proposes to eventually consume a total FSI of approximately 4,30,000.00 square meters and any further FSI by whatever name called that may be generated from time to time ("Total FSI") in the construction of the said new buildings on the Larger Land. In the event of amalgamation of any of the adjoining plots, amendments in DCR / FSI, by which the Total FSI shall increase, then the term Total FSI shall be deemed to be inclusive of such increased FSI.

The Promoter 1 shall be entitled to put up hoardings / boards of its Brand Name, in the form of neon signs, MS letters, vinyl and sun boards on the Larger Land and on the façade, terrace, compound wall or other part of the buildings / towers as may be developed on the Larger Land from time to time. The Promoter 1 shall also be entitled to place, select and decide the hoarding / board sites in its sole discretion.

- (v) The Promoter 1 shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the Larger Land. The Promoter 1 shall be entitled to place, select, decide the sites and put hoarding/boards of their Logo and/or Brand Name or any other Logo and/or Brand name as decided by the Promoter 1 from time to time, in perpetuity in the form of Neon Signs, MS Letters, and Vinyl & Sun Boards or any other form on the façade, terrace, compound wall or other part of the buildings / towers as may be developed on the Larger Land from time to time and and all revenues arising from the same. The Promoter 1 or its nominee shall have right of ingress and egress to such signboards at all the times for the purposes of repairs and maintenance and the Allottee/s or the Society of the purchasers in the Real Estate Project shall not directly or indirectly obstruct the same. The Promoter 1 shall not be liable to pay any fees, charges or moneys for the same to the Society.
- (vi) The Promoters shall be entitled to confer / cause to confer title of particular building / tower to such Other Societies, as mentioned at Clauses 13 and 16 below.
- (vii) The details of the formation of the Apex Body and the conferment of title upon the Apex Body with respect to the Larger Land and all the common areas, facilities and amenities, basements, podiums and other spaces and areas on the Larger Land are setout in Clause 13 and 16 below.
- (viii) The statutory approvals mandatorily require the Promoter 1 to hand



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- (ix) The Larger Development would constitute a number of Real Estate Projects from time to time and a mixture of users as may be permissible under applicable law from time to time.
- (x) The Promoter 1 would be entitled to aggregate any contiguous land parcel with the development of the Larger Land, as provided under the Proviso to Rule 4(4) of the RERA Rules. In the event of amalgamation of the said Land or the Larger Land with the adjoining Land parcels, the Larger Development Amenities and facilities comprised in the Fourth Schedule including access roads shall be used by the flat/unit purchasers of the buildings constructed on the adjoining plots also.
- (xi) The Promoter 1 is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the Larger Land (defined below), in full or in part, as may be required under applicable law transport time to time.
- Z. The above details and further aspects of the proposed Future and Sylther Development of the said Larger Land, are available for inspection on the website of the Authority at https://maharera.mahaonline.gov.in artil are annexed with the RERA Certificate at Annexure "3" hereto ("Proposed Future and Further Development of the said Larger Land").
- AA. The Promoter 1 has entered into standard agreement/s with a Licensed Surveyor registered with the MBMC.
- BB. The Promoter 1 has appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Real Estate Project shall be under the professional supervision of the Licensed Surveyor and the Structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project.
- CC. The Promoters have the right to sell the said Premises in the Real Estate Project to be constructed on the said Land and to enter into this Agreement with the Allottee/s of the said Premises to receive the Sale Consideration in respect thereof.
- DD. On demand from the Allottee/s, the Promoters have given inspection to the Allottee/s of all the documents of title relating to the said Larger Land and the plans, designs and specifications prepared by the Promoter 1's Licensed Surveyors, Shri Rajesh Khandeparkar of Messrs URBDES, and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including inter alia the following:
 - All the title deeds, documents, etc., referred to in this Agreement.
 - (ii) All the title deeds and documents in relation to the Larger Land.
 - (iii) All the approvals and sanctions of all the relevant authorities issued till date for the development of the said Land including the layout plan, building plan, floor plan and the commencement certificate; and

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क्साक (iv) Copy of the Title certificate dated 24th December, 2019, read alongwith the Corrigendum dated 11th February, 2020 issued by M/s. Mukesh Jain & Associates, Advocates certifying the right/entitlement of the Promoters is annexed and marked as Annexure "5" (collectively).

- (v) Copies of all deeds and documents as referred to in the said Title Certificate.
- (vi) The authenticated copies of the 7/12 Extracts of each of the lands forming part of the Larger Land are annexed hereto as Annexure "6" (collectively).
- (vii) The present Sanctioned Layout Plan of the Real Estate Project is annexed hereto and marked as Annexure "7". The present sanctioned floor plan with respect to the said Premises is annexed hereto and marked as Annexure "8".
- EE. The carpet area (as defined under RERA) of the said Premises is as setout in the Second Schedule hereunder written.
- FF. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter 1 while developing the Real Estate Project and only upon the due observance and performance of which the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.

GG. Further, (i) the requisite approvals and sanctions for the development of the requisite Project from the competent authorities are obtained / being some substained and (ii) the approvals and sanctions from other relevant statutory authorities, are applied for and/or in the process of being obtained and/or lave been obtained by the Promoter 1.

The From ter 1 has accordingly commenced the construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and the apprevals and permissions, as referred hereinabove.

The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

Prior to execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is/are satisfied with respect to, (i) the title of the Promoters to undertake the said construction on the said Land/Larger Land, and such title being clear and marketable and to construct the Real Estate Project thereon as mentioned in this Agreement and applicable law and sell the premises therein; (ii) the nature and development on the Larger Land as proposed by the Promoter 1 and disclosed in the said Disclosed Layout; and (iii) the approvals and permissions (including Commencement Certificate) obtained till date. The Allottee/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee/s has/have the financial capability to consummate the transaction.

KK. The Allottee/s has/have approached the Promoter seeking a rebate in the sale Consideration for the said Premises in lieu of early payment of the Sale Consideration. In this regard, pursuant to the discussions and negotiations

between the Parties, the Promoters have agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase from the Promoters, the said Premises for lumpsum consideration as set out in the Second Schedule ("Sale Consideration") hereunder written and upon the temps and conditions. 19 mentioned in this Agreement. It is agreed and clarified that the Sale Consideration is the sale consideration (after providing rebate by the Promoter as per the aforesaid discussions and negotiations) fixed as per the Second Schedule in lieu of the Allottee/s agreeing to pay the Installments (defined) below) of the sale Consideration as mentioned in the Second Schelinic The Allottee/s agrees and confirms that the Sale Consideration referred above to be paid by the Allottee/s to the Promoters is after taking into account all the benefits available and / or derived on account of GST and/or transition to GST. In case if the benefits available and/or derived under the GST Laws, are reduced due to change in the Law / Rules / Regulations and / or on account of change in the interpretation by the Tax Authorities, then the Allottee/s agree and confirm that, the Promoters shall accordingly increase the Sale Consideration to compensate for the amount of such reduced benefits.

LL. Under Section 13 of RERA, the Promoters are required to execute a written agreement for sale of the said Premises with the Allottee/s, i.e., this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.

MM. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoters hereby agrees to sell and the Allottee/s hereby agree/s to purchase and acquire the said Premises on the Terms and Conditions hereinafter appearing.

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.

2. The Promoter 1 proposes to construct the Real Estate Project being the said Building known as 'JP North Aviva' consisting of 4 (four) wings viz., four wings being Wings A, B, C and D having stilt(pt.) + ground(pt.)(commercial) + 1st (pt.) podium (commercial) + 1st (pt.) podium + 2nd upto a maximum of 45 upper floors, on the Aviva Land, in accordance with the plans, designs and specifications as referred hereinabove and as approved by the MBMC and/or the other competent authorities from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee/s and which are listed in the Third Schedule hereunder written.

PROVIDED THAT the Promoters shall have to obtain the prior consent, in writing, of the Allottee/s in respect of any variations or modifications which may adversely affect the said Premises of the Allottee/s, except any alteration or addition required by any Government authorities and/or by the Chief Fire Officer with respect to regulations for High Rise Buildings or due to change in law or any change as contemplated by any of the disclosures already made to the Allottee/s. Adverse effect for the purposes of this Clause shall mean a change in the location of the said Premises within the Real Estate Project. Provided further that the Promoters shall be entitled to make modifications, variations, additions or alterations as may be required by the Promoters from time to time, by obtaining 2/3rd consent of concerned adversely affected Allottee/s in the Real Estate Project as the case may be. It is clarified that the consent of those Allottee/s who are not affected by the modifications, variations, additions or alterations proposed and/or carried out by the Promoters as aforesaid shall not be required. It is further clarified that only if

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ट.न.न the typea of the said Premises varies more than the stipulated cap of 3%, the Allottee/s shall be deemed to be adversely affected person for the purposes 2009 consent. The Promoters shall also be entitled to make such changes within Real Estate Project or in the Premises as may be required by the Promoters ીંબાલિક concerned authorities or as may be necessary due to architectural and structural requirements, without any consent from the Allottee/s.

DISCLOSURES AND TITLE: 3.

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

Nature of the right, title and interest of the Promoters to (a) undertake construction on the said Land / Larger Land and the development of the Real Estate Project and the encumbrances thereon;

The drawings, plans and specifications duly approved and sanctioned till date by the sanctioning authorities in respect of the Real Estate Project, and the floor plan of the said Premises;

Particulars of fixtures, fittings and specifications proposed to be provided in the said Premises as more particularly mentioned in the Fifth Schedule hereunder written;

FSI utilized and/or to be utilized in the Real Estate Project / the (d) Larger Land as setout herein;

The nature of the organization to be constituted of the Allottee (e) of the Premises in the Real Estate Project and the Allottees of the other Real Estate Projects in the Larger Land;

The Approvals to be obtained, in relation to the Real Estate (f) Project / development on the Larger Land;

Nature of responsibilities of the Promoters and Allottee/s under (g) this Agreement;

Nature of inter-se roles, responsibilities and obligations of the (h) Promoters shall be as per the terms of the Agreements executed between them;

The various amounts and deposits that are to be paid by the (i) Allottee/s including the Sale Consideration, Other Charges, facility charges, taxes, maintenance and outgoings.

(j) The nature of the right, title and interest of the Allottee/'s in the said Premises hereby agreed to be created.

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- (ii) The Promoters would be entitled to aggregate any configuous land us parcel with the development of the Larger Land, in accordance with applicable law, as may be amended, modified and / or re-enacted from time to time.
- (iii) The Promoters are entitled to amend, modify and/or substitute the plans, in full or in part, as may be required by them from time to time in accordance with law and / or as stated/disclose herein.
- The Allottee/s further confirm/s and warrant/s that the Allottee/s (iv) has/have independently investigated and conducted legal and technical due diligence in respect of the Real Estate Project and the development of the Larger Land and the said Premises and has satisfied himself/herself/themselves in respect of the title thereof and waives his/her/their right to dispute or raise objections in that regard, at any time in future. The Allottee/s confirm/s that the Allottee/s has been suitably advised by his/her/their Advocate and that after fully, understanding and accepting the terms hereof, the Allottee/s has / । विकास कार्य decided and agreed to enter into this Agreement. The Allottocassub Ro. has/have accepted the right, title and interest of the Property in respect of the Real Estate Project, the development of the Lauger Land and the said Premises and doth hereby agree/s and undertak (s net to raise any dispute or objections to the same, any time hereafter. The Allottee/s hereby confirms that the Allottee/s has agreed to purchase and the said Premises based on the terms and conditions stated hereunder and that the Promoters shall not be held liable for anything not stated in this Agreement.
- (v) It is expressly agreed that the right of the Allottee/s under this Agreement or otherwise shall always be restricted only to the Premises agreed to be sold and such right will accrue to the Allottee/s only on the Allottee/s making full and final payment of the Sale Consideration, Other Charges, facility charges, taxes, maintenance and outgoings payable in pursuance hereof to the Promoters in accordance with this Agreement and only on the Allottee/s performing and complying with the terms, conditions, covenants, obligations, undertakings etc. as contained herein without any breach of the same.
- (vi) The Allottee/s agrees that in the event of any change in plan due to statutory requirements or otherwise, the Promoters shall have option to allot any other Premises of the same area, in lieu of the Premises hereby agreed to be sold, provided that the Sale Consideration shall be adjusted at the same rate as agreed herein.

4. Purchase of the said Premises and Sale Consideration:

(i) The Allottee/s hereby agree/s to purchase from the Promoters, and the Promoters hereby agrees to sell to the Allottee/s, the said Premises, as more particularly described in the Second Schedule hereunder written and as shown hatched with black colour on the floor plan annexed and glade

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ट.न.न. - ७ marked Annexure "8" hereto, at and for the Sale Consideration as set

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The Allottee/s has/have paid before execution of this Agreement, part rayment of the Sale Consideration as advance payment as more particularly described in the Sixth Schedule hereunder written and hereby agree/s to pay to the Promoters the entire Sale Consideration in the manner as more particularly mentioned in the Sixth Schedule hereunder written.

- (iii) The Promoters shall issue Demand and Tax Invoice to the Allottee/s intimating the Allottee/s about the stage-wise payment due more particularly detailed out the the Sixth Schedule hereunder written (the payment at each stage is individually referred to as "the Installment" and collectively referred to as "the Installments"). The payment shall be made by the Allottee/s within 7 (seven) days of the Promoters making a demand for the payment of the Installment, time being the essence of the contract.
- (iv) The Promoters hereby agrees to allot to the Allottee/s open/covered parking spaces as more particulary described in the Second Schedule ("the said Car Parking Space"). The said Car Parking Space shall be allotted by the Promoters to the Allottee/s at the sole discretion of the Promoters, on or around the Completion Date. It is agreed and clarified that the allocation of the said Car Parking Space may be undertaken even post handing over of possession of the said Premises.

The payment by the Allottee/s in accordance with the Sixth Schedule is the basis of the Sale Consideration and is one of the principal, material and fundamental terms of this Agreement (time being the essence of this Agreement). The Promoters have agreed to allot and sell the said Premises to the Allottee/s at the Sale Consideration inter-alia because of the Allottee/s having agreed to pay the Sale Consideration in the manner more particularly detailed out in the Sixth Schedule hereunder written. All the Installments payable in accordance with this Agreement with respect to the completion of the stage of construction on the date of signing of this Agreement shall be paid by the Allottee/s simultaneously on the execution of this Agreement.

The Sale Consideration excludes taxes (consisting of tax paid or payable by way of GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the construction / development of the Real Estate Projects and/or with respect to the said Premises and/or this Agreement and Other Charges payable by the Allottee/s under this Agreement). It is clarified that all such taxes, levies, duties, cesses which may applicable/payable now or (whether applicable/payable in future) including GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein by whatsoever name / nomenclature and/or in relation to the said Premises, shall be borne and paid by the Allottee/s alone and the Promoters shall not be liable to bear or pay the same or any part thereof. The Allottee/s shall also fully reimburse the expenses that may be incurred by the Promoters consequential upon any legal proceedings that may be instituted by the concerned authority/ies against the

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Promoters or by the Promoters against any authority/ies or third party on account of such liability arising out of non-payment and/or any other individual liability of the Allottee/s with respect to the aforesaid amounts/taxes and this Agreement of the aforesaid amounts / taxes by the Allottee/s.

दस्त क्रमांक ७.८:०६ The Sale Consideration shall also exclude all costs: expenses including but not limited to stamp duty, registration charges and expenses incidental thereto as also the Other Charges ("Other Charges") Charges") set out in Seventh Schedule hereunder written. The Other Charges are tentative and subject to finalization on or before handing over possession of the said Premises. Changes, if any, in the Other Charges as setout above shall be intimated by the Promoters to the Allottee/s on or before handing over possession of the said Premises to the Allottee/s. It is further clarified that the heads of Other Charges mentioned in the Seventh Schedule are only indicative and not exhaustive and the Allottee/s agree/s to pay to the Promoters, such other charges/amounts or such increase in the other charges/ amounts as the Promoters may indicate without any delay or demur. The Allottee/s irrevocably and unconditionally agree/s to pay the same and has/have understood and accepted that the payment of Other Charges shall be a precondition for handing over possession of the said Premises.

- (viii) The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter 1 undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter 1 shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- The Promoters shall confirm the final carpet area that has been allotted (ix) to the Allottee/s after the construction of the Real Estate Project is complete and the Occupation Certificate is granted by the MBMC, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent) on account of structural design and construction variances or for planning and other constraints. In case of any dispute on the measurement of carpet area, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of removal after refitting of such finshes shall be solely borne and paid by the Allottee/s alone. The total Sale Consideration payable on the basis of the re-measured carpet area of the said Premises, shall be recalculated by the Promoters. If there is app reduction in the carpet area within the defined limit of 3%, the Promoters shall refund the proportionate excess money paid of the Sub Repossession of the said Promises said Promi possession of the said Premises with an annual interest at the Tate specified in the RERA Rules, from the date of such joint measure hight. Provided that the Promoters shall cease to be liable to make the payment of any interest, if the Allottee/s fails to take possession in Thank accordance with the Possession Notice, as detailed out in clause 8 below. If there is any increase in the carpet area allotted to Allottee/s; the Promoters shall demand additional amount from the Allottee/s towards the Sale Consideration, which shall be payable by the Allottee/s on or prior to taking possession of the said Premises. It is

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clarified that the payments to be made by the Promoters/ Allottee/s;

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Is the case may be, under this Clause, shall be made at the same rate per square meter as agreed in the Sixth Schedule hereunder written. Fairure to make payments by the Allottee/s shall amount to be default and the Allottee/s shall be liable for consequences of default or breach in terms of this Agreement. It is clarified that the payments to be made by the Promoters or the Allottee/s, as the case may be, under this Clause shall be made at the same rate per square meter as agreed under this Agreement. After the possession of the said Premises is handed over to the Allottee/s, he/she shall have no dispute or claim of whatsoever nature with regard to the said Premises or otherwise.

- (x) The Allottee/s authorizes the Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoters may in their sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.
- (xi) The Promoters have allowed a rebate for early payments. The said rebate and the rate of the said rebate shall not be subject to any revision / withdrawal.
 - The Promoters have agreed to provide for the exclusive use of the Allottee/s with the said Premises, the said car parking space in the form of Mechanical / Puzzle / Tower / Robotic / MLCP / Stack / standalone or whatsoever parking system the Promoter might construct at their sole discretion. The Allottee/s agree/s and acknowledge/s that:
 - The said Car Parking Space is provided for exclusive use by the Allottee/s. The Allottee/s will be bound to abide by the rules and regulations as may be framed in regard to the said Car Parking Space by the Promoters and/or the Society of the Allottee/s in the Real Estate Project and shall pay such outgoings in respect of the said Car Parking Space as may be levied by the Promoters or the Society of Allottee/s in the Real Estate Project. Further, the Allottee/s agree/s not to dispute about the location of the said Car Parking Space and/or the suitability thereof at any time in future.
 - The Promoters shall identify and allocate the said Car Parking Space on or before handing over possession of the said Premises. The decision of the Promoters with respect to such identification and allocation of the said Car Parking Space shall be final and binding on the Allottee/s and the Allottee/s hereby give/s his/ her/their/its irrevocable consent for the same and undertake/s not to dispute such allocation at any time in future. The Allottee/s undertake/s not to sell/transfer/lease or give on license or in any other manner part with the said Car Parking Space allotted to him/her/them/it. The rights of the Allottee/s in respect of the said Car Parking Space shall be co-extensive and co-terminus along with this Agreement. The Allottee/s agree/s that unauthorized use of the Car Parking Space will tantamount material breach of the terms of this Agreement. For such breach, the Promoters shall have right inter-alia to levy such penalty or take such action as they may deem fit. The Allottee/s

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undertake/s to pay such maintenance charges in respect of the said Car Parking Space as may be decided by the Promotors or the Society from time to time.

Any mechanical / electronic / electrical Car Parking System (c) that is purchased by the Promoters from third party Vendor is subject to normal wear and tear and is also susceptible. malfunctioning. It may require shut down for repairs and maintenance. The Allottee/s waives any and all claims, liabilities against the Promoters and / or its affiliates or their successors, MBMC and its officers in case he/she/it/they experience any malfunctioning or shut down for any period or for want of electricity etc. Further, in case of mechanical car parking, the obligation of the Promoters to maintain the said Car Parking Space shall be limited to the extent of the warranty period or until offering in writing to the hand over the Management of the Real Estate Project to the Society of allottees therein, whichever is earlier. The Allottee/s agree/s not to withhold the maintenance to be paid towards the said Premises and/or the said Car Parking Space for any reason whatsoever.

(xiii) In addition to the carpet area of the said Premises, there are certain constructed areas free of FSI including cupboard(s), ornamental projections, service areas and enclosed balcony(s), as more particularly or described in the Second Schedule hereunder written, and shown in Sub Rethe plan annexed hereto and marked as Annexure "8" (hotelinester referred to as "the Additional Areas"). The Additional Areas shall be the said Premises, there are certain constructed areas areas free of FSI including cupboard(s), ornamental projections, service areas and enclosed balcony(s), as more particularly on Sub Rethe Policy of Sub Rethe Policy of

exclusive to the said Premises.

(xiv) The Promoter 1 has duly disclosed to the Allottee/s and the Allottee/s and confirms and agrees that the Promoter 1 may, at its sole discretion and for the purpose of aesthetics and/or compliance in accordance with any new applicable law/regulations, as the case maybe, after obtaining necessary approvals in this regard, duly make necessary / corresponding changes in part or whole of the layout plans, building plans and / or unit plans of the Real Estate Project. In any event, if a change in regulation permits / enforces changes/amendments in location, areas, count (of refuge floors/units, water tanks, staircases, width of staircases, lifts, mezzanine floors, car parking, fire check floor, fire chute) and/or the conversion of Additional Areas into the carpet area of the said Premises, the Promoter 1 may undertake the same and the Allottee/s doth hereby gives his/her/their explicit and irrevocable consent for the same and also to accordingly increase the Sale Consideration on a pro rata basis.

- (xv) The Allottee/s confirms that in the instance of the Promoters requiring a NOC from the Allottee/s with respect to any variations or modifications to the said Real Estate Project, due to requirements of any Government authorities or due to changes in law/regulations/FSI or any change as contemplated by any of the disclosures already made to the Allottee/s under this agreement, they shall provide the same immediately upon request, as long as there is no change in the location/size of the Said Premises within the Real Estate Project.
- (xvi) In addition to the carpet area of the said Premises, there are certain common areas and facilities such as the refuge areas, staircases, corridors, passages, underground and overhead tanks, common entrances and exits of the building, meter room, other service areas,

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and certain other portions of the Real Estate Project necessary or year entered for its maintenance, safety, etc., in the Real Estate Project and the usage of the same shall be in common and a proportionate share of which can be attributed to the said Premises of the Real Estate Project.

(xvii) The common areas, facilities and amenities located in the Real Estate Project that may be usable by the Allottee/s are listed in the Third Schedule hereunder written. The common areas, facilities and amenities located in the Larger Development that may be usable by the Allottee/s are listed in the Fourth Schedule hereunder written, which shall be completed at or around occupation certificate of the last real estate project in the Larger Development. The internal fittings, fixtures and amenities in the said Premises that shall be provided by the Promoters are listed in the Fifth Schedule hereunder written.

(xviii) The Promoters have agreed to sell to the Allottee/s and the Allottee/s has / have agreed to acquire from the Promoters the said Premises on the basis of the carpet area only and the Sale Consideration agreed to be paid by the Allottee/s to the Promoters is agreed on the basis of the carpet area of the said Premises. The Sale Consideration is only in respect of the said Premises. The Promoters have neither charged nor recovered from the Allottee/s any price or consideration for the additional areas and the common areas, amenities and facilities shall be allowed to be used free of cost, without any price or consideration.

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The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MBMC or other competent authority at the time of sanctioning of the said plans or thereafter and shall, before handing over possession of the said Premises to the Allottee/s, obtain from the MBMC or other competent authority, the Occupation Certificate in respect of the said Premises.

Time is of the essence for the Promoters as well as the Allottee/s; Subject to the Allottee/s meeting, complying with and fulfilling all its obligations under this Agreement, and Force Majeure Events, the Promoter 1 shall abide by the time schedule for completing the Premises and handing over the said Premises to the Allottee/s after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities located in the Real Estate Project that may be usable by the Allottee/s are listed in the Third Schedule.

Similarly, the Allottee/s shall make timely payments of all installments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

(xxi) The Allottee/s shall be at liberty to make the payment of Sale Consideration or part thereof, in advance before the same is due.

(xxii) All payments shall be made by way of demand drafts/ pay orders/
account payee cheques/ RTGS/ ECS/ NEFT or any other instrument
drawn in favour of / to the account of the Promoters as set out in the
Second Schedule hereunder written. In case of any financing
arrangement entered by the Allottee/s with any financial institution
with respect to the purchase of the said Premises, the Allottee/s
undertake/s to direct such financial institution to, and shall ensure that
such financial institution does disburse / pay all such amounts due and

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payable to the Promoters through an account payee cheque / demand draft / pay order / wire transfer drawn in favour of / to the account of the Promoters more particularly mentioned in the Second Schedule hereunder written. Any payments made in favour of / to any other account other than as mentioned in the Second Schedule shall not be treated as payment towards the said Premises. The Allottee/s shall satisfy the Promoters either through his/her/its/their banker's commitment or in such other manner as shall be determined by the Promoters with regard to the security for the payment of each installment of the Sale Consideration. The Promoters shall be entitled to change the account (as set out in the Second Schedule) by giving a written notice to the Allottee/s to this effect in which case the payments of the amounts under this Agreement shall be nade by the Allottee/s and / or the aforesaid financial institution in such new account?

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(xxiii) The Allottee/s is / are aware that the Allottee/s is / are required to deduct tax at source in accordance with the applicable rates as per the Income Tax Act, 1961 and the Allottee/s shall comply with the same.

(xxiv) The Allottee/s agree/s and confirm/s that in the event of delay / default in making payment of Goods and Services Tax ("GST"), TDS or any such taxes or amounts under this Agreement as called upon by the Promoters, then without prejudice to any other rights or remedies available with the Promoters under this Agreement, the Promoters shall be entitled to adjust the said unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment) against any subsequent amounts received from the Allottee/s and the one Allottee/s shall forthwith pay the balance amount due and payable by sub Root the Allottee/s to the Promoters.

(xxv) Notwithstanding anything contained herein, each payment made by the Allottee/s shall be allocated at the discretion of the Promoters, first to the discharge of any damages, interest and then to the payment of any other amount due in terms hereof. It will be the sole discretion of the Promoters to appropriate any amounts received from the Allottee/s towards the payment of any Installments of the Sale Consideration or any amount that may be owed by the Allottee/s to the Promoters.

- 5. FSI, TDR and development potentiality with respect to the Real Estate Project:
 - (i) The Allottee/s hereby agree/s, accept/s and confirm/s that the Promoter 1 proposes to develop the said Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed at Recitals above and the Allottee/s has / have agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter 1 in this regard.
- 6. FSI, TDR and development potentiality with respect to the Proposed Future and Further Development of the Larger Land/Larger Development:
 - (i) The Allottee/s hereby agree/s, accept/s and confirm/s that the Promoter 1 proposes to develop the Larger Development on the Larger Land (by utilization of the full development potential) and undertake multiple real estate projects therein in the manner more particularly detailed in Recitals above constituting the Disclosed Layout and Allottee/s has/have agreed to purchase the said Premises based on the unfettered and vested rights of the Promoters in this regard.
 - (ii) The Promoter 1 shall be entitled to the entire unconsumed and



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any authority by payment of premium or price or arising out of the / a change of law and policy, the purchase of TDR, availability and increase of FSI/TDR, floating FSI, clubbing FSI, Incentive FSI, addational FSI, FSI arising due to changes in layout and the development thereof and FSI/TDR that may accrue due to handing over of the reservations to the concerned authorities and/or FSI which is not computed towards FSI by any concerned authority or due to proposed changes in layout by implementing various scheme as mentioned in the said DCR or based on expectation of increased FSI which may be available in future on modification of the said DCR which are applicable to the development of the Larger Development or otherwise by any other means whatsoever, which shall absolutely and exclusively belong to and be available to the Promoters for utilization and consumption on the Larger Land and which shall be developed as a proposed /separate phase and the same shall not affect the existing development that is proposed on the said Land and neither the Allottee/s nor the Society shall have any claims, rights, benefits or interests whatsoever including for use and consumption in respect thereof and/or object to, obstruct or hinder on grounds of any inconvenience.

7. Completion Date, Delays and Termination:

The Promoter 1 shall endeavour to complete the construction of the said Premises and obtain the Occupation Certificate from the MBMC for the said Premises by the date as more particularly mentioned in the Second Schedule hereunder written ("Completion Date"). Provided however, that the Promoters shall be entitled to extension of time for giving delivery of the said Premises on the Completion Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors ("Force Majeure Events"):

- (a) War, Civil Commotion, Flood, Drought, Fire, Cyclone, Earthquake, Act of God, epidemic, pandemic or any calamity by nature affecting the regular development of the Real Estate Project;
- (b) Non-availability of cement, labour, steel, sand or other construction material, strike of manufacturers, suppliers, transporters, or other intermediaries or due to any reason whatsoever;
- (c) Any notice, order, rule, notification of the Government and/or other Public or Competent Authority / Court, which adversely affects the development work;
- (d) Any stay order /injunction order issued by any Court of Law, Tribunal, Competent Authority, SRA, MCGM, Statutory Authority, High Power Committee etc.;
- (e) Any suit, application, writ or complaint, filed by any third party against the Promoters;
- (f) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Government Authority that prevents or restricts Promoters from complying with any or all the terms and conditions as agreed under this Agreement; or any legislation, order or rule or regulation made or issued by the Government or any other authority which would affect the development or;

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- (g) If any matter or issue relating to such approvals, permissions, to notices, notifications by the Competent Authority become subject matter of any suit/ writ before a competentianur or:
- (h) If any Competent Authority refuses delays (including a administrative delays), withholds OC /CC or denies the grant U3 of necessary approvals for the said Premises/Real Estate Project or;
- (i) Any other circumstances that may be deemed reasonable by the Authority;
- (j) Any delay in granting approvals from the Ministry of Environment and Forest and Maharashtra Pollution Control Board (MPCB);
- (k) Any event or circumstances analogues to the foregoing or beyond the reasonable control of the Promoters;
- (I) Any event of whatsoever nature due to which the Promoter 1 is restricted involuntarily from undertaking the development of the Real Estate Project.
- (ii) If the Promoter 1 fails to abide by the time schedule for completing the Real Estate Project and for handing over the said Premises to the Allottee/s on the Completion Date (save and except for the reacons and except for the reacons stated in Clause 7(i)), then the Allottee/s shall be entitled to either on the following:
 - (a) Call upon the Promoters by giving a written notice by Courier

 E-mail / Registered Post A.D. at the address provided by the
 Promoters ("Interest Notice"), to pay interest at the prevailing and rate of State Bank of India Highest Marginal Cost of Lending".

 Rate plus 2% (two percent) thereon for every month of delay from the Completion Date ("the Interest Rate"), on the Sale Consideration paid by the Allottee/s. The interest shall be paid by the Promoters to the Allottee/s till the date of offering to hand over of the possession of the said Premises by the Promoters to the Allottee/s; or
 - the Allottee/s shall be entitled to terminate this Agreement by (b) giving written notice to the Promoters by Courier / E-mail / Registered Post A.D. at the address provided by the Promoters ("Allottee/s Termination Notice"). It is clarified that except for the failure of the Promoters to hand over the possession of the said Premises on or about the Possession date or further date as maybe mutually agreed between the Promoter and the Allottee/s (subject to Force Majeure Events), the Allottee/s shall have no right to terminate this Agreement. On receipt of the Allottee/s Termination Notice by the Promoters, this Agreement shall stand terminated and cancelled forthwith. Within a period of 30 (thirty) days from the date of receipt of the Termination Notice by the Promoters, the Promoters shall refund to the Allottee/s, subject to settlement/adjustment of the bank loan, if any, availed by the Allottee/s from any bank/ financial institution (FI) against the mortgage / security of the said Premises and applicable taxes and outgoings, the balance amounts of the Sale Consideration, if any, with interest applicable in accordance with the RERA rules prevailing at the relevant time ("Interest Rate") to be computed from the date

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the Promoters received Allottee/s Termination Notice.

Provided that the Allottee/s shall collect the refund of balance, if any, of the Sale Consideration (paid to the Promoters till the date of receipt of Allottee/s Termination Notice) and interest within 30 days from the date of receipt of the Allottee/s Termination Notice by the Promoters by simultaneously executing and registering deed of cancellation in respect of this Agreement.

It is agreed that if the Allottee/s does/do not settle the bank (c) loan and register the deed of cancellation within 15 (fifteen) days from the date of the Promoters receiving the Allottee/s Termination Notice, the Promoters shall cease to be liable to pay any interest thereafter to the Allottee/s and the Promoters shall be at liberty to sell and transfer the said Premises and assign the said Car Parking Space, if any, to any third party of its choice on such terms and conditions as the Promoters may deem fit in its sole discretion and thereafter the Promoters shall upon resale of the said Premises i.e. upon the Promoters subsequently selling and transferring the said Premises to another allottee and receipt of the sale price thereof, after deducting and adjusting the said deductions (as defined below) including the Forfeiture Amount and also after deducting interest on any overdue payments, brokerage/referral fees, and other administrative charges as determined by the Promoters in terms of this Agreement and exclusive of any indirect taxes, stamp duty and registration charges as set out i, refund to the Allottee/s, the balance amount if any of the paid-up Sale Consideration subject to clearance of any bank loan/financial obligation/lein/mortgage and registration of the Deed of cancellation. On such repayment of the amounts by the Promoters (as stated in this Clause), the Allottee/s shall have no claim of any nature whatsoever on the Promoters and/or the said Premises and/or the said Car Parking Space, if any, and the Promoters shall be entitled to deal with and/or dispose off the said Premises and/or the said Car Parking Space, if any, in the manner it deems fit and proper in their absolute discretion without reference/recourse and passing any accounts to the Allottee/s..



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(iii) In case if the Allottee/s elects his/her/its/their remedy under Clause 7(ii)(a) above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under Clause 7(ii)(b) above.

- (iv) If the Allottee/s fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee/s shall pay to the Promoters interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.
- (v) Without prejudice to the right of the Promoters to charge interest at the Interest Rate mentioned at Clause 7(iv) above, and any other rights and remedies available to the Promoters, the Allottee/s committing three defaults in payment on due date of any amount due and payable by the Allottee/s to the Promoters under this Agreement (including but not limited to his/her/its proportionate share of taxes levied by concerned local authority and other outgoings), shall constitute an event of default of the Allottee/s ("Event of Default").



Upon occurrence of an Event of Default, the Promoters shall be entitled

to at their own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee/s; Provided that, the Promoters shall give notice of 15 (fifteen) days in writing to the Allottee/s ("Default Notice"), by Courier / E-mail / Registered Post 9 A.D. at the address provided by the Allottee/s; of its intention to terminate this Agreement with detail/s of the specific brench or / २०२० breaches of terms and conditions in respect of which it is intended to terminate this Agreement.

- (vii) If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoters within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoters shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s ("Promoter Termination Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s; On the receipt of the Promoters Termination Notice by the Allottee/s; this Agreement shall stand terminated and cancelled.
- (viii) On the issuance of the Promoters' Termination Notice, this Agreement shall stand terminated and cancelled and the Allottee/s shall cease to have any right, title and / or interest in the said Premises and / or the said Car Parking Space, if any, with effect from the date of expiry of the Promoters' Termination Notice. Thereupon, the Promoters shall be entitled to (i) deal with and/or dispose of or alienate the said Premises and assign the said Car Parking Space, if any, in the manner as the Sub Roy Promoters may deem fit without any reference to the Allottee/s; affair on the Promoters shall be entitled to deduce the results of the Promoters shall be entitled to deduce the results of the results the Promoters shall be entitled to deduct from the Sale Considerates paid by the Allottee the following ("the said Deductions") which the Allottee/s hereby agree/s, confirm/s and acknowledge/s, consultuited reasonable genuine and agreed pre-estimate of damages that will be caused to the Promoters, and that the same shall be in the natur liquidated damages and not penalty (a) an amount equivalent to 20% (Twenty percent) of the Sale Consideration ("Forfeiture Amount"), together with the applicable taxes thereon and any losses that may be caused to or suffered by the Promoters (b) brokerage, if any, paid to the channel partner/agent as per actuals together with the applicable taxes thereon (c) all other unpaid taxes and outgoings in respect of the said Premises up to the date of the Promoters' Termination Notice, (d) the amount of interest payable by the Allottee/s in terms of this Agreement from the date of default in payment till the date of Promoters' Termination Notice (e) amount of stamp duty and registration charges and expenses incidental thereto on the deed of cancellation (f) in case the Allottee/s has opted for subvention scheme, the total amount of Pre-EMI interest paid and /or payable by the Promoters (in their discretion), if any, to the lending Bank/Financial Institution (g) any interest reimbursed by Promoters (in their discretion), if any, to the Allottee/s (where subvention scheme is not availed) (h) in case the Allottee/s has availed any loan then all amounts disbursed by the lending Bank/Financial Institution to the Promoters, which amounts may be refunded by the Promoters (in their discretion), if any, to such lending Bank/Financial Institution directly and the Allottee/s authorizes the Promoters to collect the original Agreement for Sale from such Bank/Financial Institution and shall not be required to take any consent/ confirmation from the Allottee/s at any time and refund the balance, if any, to the Allottee/s. The Allottee/s agrees to execute a deed of cancellation if so required by the Promoters for recording the termination of this Agreement in the form and manner as may be

(ix) Upon receiving the Promoters' Termination Notice, or if the Allottee/s

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required by the Promoters.

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wishes to terminate this Agreement for Sale for any reasons other than those mentioned in clause 7(ii) above, the Allottee/s shall have no claim of any pature whatsoever against the Promoters and/or the said Premises and the Promoters shall be entitled to deal with and/or dispose off the said Premises and/or the said Car Parking Space, if any, in the manner it deems fit and proper. The Promoters shall upon resale of the said Premises i.e. upon the Promoters subsequently selling and transferring the said Premises to another allottee and receipt of the sale price thereof, after deducting and adjusting the said deductions (as defined below) including the Forfeiture Amount and also after deducting interest on any overdue payments, brokerage/referral fees, and other administrative charges as determined by the Promoters in terms of this Agreement and exclusive of any indirect taxes, stamp duty and registration charges as set out in Clause 7(viii), refund to the Allottee/s, the balance amount if any of the paid-up Sale Consideration clearance bank any loan/financial obligation/lein/mortgage and registration of the Deed of cancellation..

(x) In case if the Promoter 1 receives a credit/refund of the GST amount paid on this transaction from the statutory authorities, then in such a case the same shall be refunded by the Promoter 1 to the Allottee/s without any interest thereon.

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The Promoters shall within a period of 15 (fifteen) days from the date of resale of the said Premises and receipt of Sale consideration, refund the paid-up Sale Consideration, if any, subject to the Allottee/s meeting all terms and conditions as mentioned in the clauses above and after deducting the said Deductions including the said Forfeiture Amount and after also deducting interest on any overdue payments, brokerage/referral fees, and other administrative charges as determined by the Promoters in terms of this Agreement, vide a cheque ("said Cheque") sent by registered post or such other mode as may be decided by the Promoter, at the last known address of the Allottee/s as and by way of full and final settlement. Further, after issuance of the Promoters' Termination Notice, the Promoter shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs or expenses or any other amount and shall also not be liable to reimburse to the Allottee/s any incidental costs including but not limited to GST, stamp duty, registration fees etc.

The Promoters and the Allottee/s have agreed on the said Deductions taking into account all the relevant factors including but not limited to the timelines given to the Allottee/s to pay the Sale Consideration. The Allottee/s waives his/her/their/its right to raise any objection to the said Deductions or adjustment or appropriation of the said Deductions including the Forfeiture Amount as agreed herein and acknowledges that the amount of Forfeiture Amount is reasonable considering the consequent hardship and inconvenience that would be caused to the Promoters. The understanding arrived at in this Clause forms the material and fundamental basis on which the Promoters have agreed to sell the said Premises to the Allottee/s.

8. Procedure for taking possession:

(i) Upon obtainment of the Occupancy Certificate from the MBMC or other competent authority and upon payment by the Allottee/s of the requisite Installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement and in compliance with all terms and conditions of the intimation of possession letter, the Promoter 1 shall offer possession of the said Premises to the Allottee/s

in writing ("Possession Notice"). The Allottee/s agrees to pay the maintenance charges as determined by the Promoter 1 or the Society, as the case may be, prior to taking possession. The Promoter Top its behalf shall offer the possession to the Allottee/sin writing within 3 (three) months after receipt of Occupation certificate increases of the Real Estate Project and after compliance of all the remaining terms and \$\frac{1}{2} \cdot 2 \cdot

- (ii) The Allottee/s shall take possession of the said Premises within 15 (fifteen) days from the date mentioned in the Possession Notice.
- Post receipt of the Possession Notice, the Allottee/s may undertake any (iii) fit out activities in the said Premises at his/her/its/their sole cost, expense and risk, after obtaining all the requisite approvals and permissions from the competent authorities and in accordance with the Fit-Out Guidelines (which shall be prepared by the Promoter 1 which will be provided to the Allottee/s at the time of handing over possession of the said Premises) and after depositing Rs 50,000/-(Rupees Fifty Thousand Only) as an Interest Free Building Protection Deposit to secure compliance with the Fit Out Guidelines. This deposit will be refunded without interest one month after the successful completion of joint inspection of the Premise's Fit Out in accordance with the Fit-Out Guidelines. The Allottee/s is/are aware that the said refund shall be subject to deduction of amounts towards damages, if any, to the Real Estate Project and its common areas etc., and/or any neighbouring flats/premises in the Real Estate Project and/or the determination completely removed from the Real Estate Project and / or the discertion Development and shall be without projection Development and shall be without prejudice to other right

remedies which the Promoter 1 is entitled to.

(iv) Upon receiving the Possession Notice from the Promoter 1 as per Man Clause 8(i) above, the Allottee/s shall take possession of the said Premises from the Promoter 1 by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter 1, and the Promoter 1 shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the Premises within the time provided in Clause 8(ii) above, such Allottee/s shall continue to be liable to pay advance maintenance charges and all other charges with respect to the Premises, as applicable and which shall fall due for payment from the date the actual possession of the said Premises is taken by the Allottee/s or within 15 (fifteen) days of the Possession Notice, whichever is earlier.

Within 15 (fifteen) days of the date mentioned in the Possession Notice (v) or from the date the actual possession of the said Premises is taken by the Allottee/s, whichever is earlier, the Allottee/s shall be liable to bear and pay his/her/its/their proportionate share, i.e., in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and the Larger Land including inter alia, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MBMC or other competent authority or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and advance maintenance of the Real Estate Project and/or the Larger Land. Until the Society is formed and the Society Transfer is duly executed and registered, the Allottee/s shall pay to the Promoters such proportionate share of advance outgoings as may be determined by the Promoters at its sole discretion.

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duration of 2 months of receiving the Occupancy Certificate of the Real Estate Project; whichever is earlier, the Allottee/s brings to the notice of the Promoter 1 any structural defect in the said Premises or the Real Estate Project or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter 1 at its own cost or at the option of the Promoter 1, the Allottee/s may receive from the Promoter 1 resonable compensation provided that the defect is not caused due to any act of omission or commission by the Allottee/s or other Allottee/s in the Real Estate Project or third party or due to force majeure events. It is clarified that the Promoters shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee/s and/or any other allottees in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee/s and/or any other allottee/person in the Real Estate Project and/or the Larger Development and/or the Larger Land.

10. Provided further that the Allottee/s shall not carry out any additions or alterations of whatsoever nature in the said Premises and in specific the structure of the said Premises/Real Estate Project which shall include but not limited to columns, beams, walls, railings etc., in particular. It is hereby agreed that the Allottee/s shall not make any addition or alterations in any pipes, water supply connections or any addition or alteration in the bathroom, toilet and kitchen which may result in leakage or seepage and shall not cover the duct area. If any such addition or alteration is carried out without the prior without area. If any such addition or alteration is carried out without the prior broken consent of the Promoters, the defect liability automatically shall become void. The word "defect" here means only the manufacturing and work manufacturing and consent of the part of the

Proportion of the said Premises by the Allottee/s or occupants thereof, yagaries of nature etc. It is further agreed between the Parties:

That, before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to jointly appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure of the Premises/ Real Estate Project and in the workmanship executed taking into consideration of the clauses of this Agreement.

(ii) That, it shall be the responsibility of the Allottee/s to maintain the said Premises and the said Real Estate Project in a proper manner and take all due care needed including but not limiting to the joints in the tiles in the said Premises are regularly filled with white cement/epoxy to prevent water seepage;

(iii) That, further where the manufacturer's warranty on any product/amenity provided in the said Premises/ Real Estate Project and/or the said Car Parking Space, if any, ends before the defects liability period and such warranties are covered under the maintenance of the said Premises/ Real Estate Project/Larger Development, the Promoters shall not be liable for the defects therein. The Allottee/s or the Society of the premises purchasers shall ensure that annual maintenance contracts are done/renewed from time to time;

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- (iv) That, the Real Estate Project and the Larger Development as a whole has been conceived, designed and is being constructed based on the commitments and warranties given by the vendor /manufacturers that all equipment, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to the supplicable and in proper working condition to continue warranty in both the 25/2020 Premises and the common project facilities wherever applicable. The Allottee/s shall not do any act or omission which invalidates any of the warranties in respect of equipment, fixtures and fittings provided by the Promoters;
- (v) That, the Allottee/s has been made aware and that the Allottee/s expressly agree/s that the regular wear and tear of the said Premises including minor cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature, do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- 11. The Allottee/s shall use the said Premises or any part thereof or the said Car Parking Space, if any, or permit the same to be used only for sanctioned purpose as per the latest approved plans. The Allottee/s shall and confirm/s to abide by the rules and guidelines laid down by the Society/Apex Body to be formed with respect to the said premises, part thereof, car parking spaces on sub Rolling any, and common areas with respect to its maintenance, upkeep and rests and incurred thereon.

12. Facility Manager

- (i) The Promoters have the right to enter into contract with any third party / agency for the purpose of maintenance and upkeep of the Real Estate Project and/or the Larger Land and/or the New Buildings, and such decision shall be final and binding until the Apex Body Transfer in respect of the Larger Land is executed in favour of the Apex Body. Thereafter, subject to the provisions of Clause 12(iii) below, the Society and/or the Apex Body, as the case may be, shall be entitled to undertake the maintenance of the Larger Land / the New Buildings or any part thereof in the manner it was handed over, save and except normal wear and tear thereof. The Society and/or the Apex Body, as the case may be, shall create and maintain a Sinking Fund for the purpose of maintenance and if the Society and / or the Apex Body, as the case may be, commits default, the Promoter 1 shall have a right to rectify the default and recover the expenses from the Society and / or the Apex Body, as the case may be. The Promoter 1 may also formulate the rules, regulations and bye-laws for the maintenance and upkeep of the Real Estate Project and/or the Larger Land and the Allottee/s hereby agree and undertake to abide and follow and not to deviate from any of the provisions of such rules, regulations and bye-laws.
- (ii) The Promoter 1 shall have the right to designate any space on the Larger Land and/or the New Building and/or the said Land and/or the said Building or any part thereof to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the New Buildings and/or the said Building. The Promoter 1 shall also be entitled to designate any space on the Larger Land or the said Land and/or in the terrace/basement/podium of the New Buildings and/or the said Building to such utility provider, either on leave and licence or leasehold basis for the purpose of installing power sub-stations with a

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Notwithstanding any other provision of this Agreement, the Promoter 1 has right to and shall be entitled to nominate any person ("Facility Manager") to manage the operation and maintenance of the New Buildings and/or the said Building, common amenities and facilities on the Larger Land and/or the said Land after/during the development of the Larger Land. The Promoter 1 has the authority and discretion to negotiate with such Facility Manager and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the Facility Manager shall be borne and paid by the residents/ allottees / occupiers of the premises in the New Buildings in the manner as may be determined by the Facility Manager and / or the Promoter 1, as part of the development and common infrastructure charges referred to herein in accordance with the term of this Agreement. Such charges may vary from time to time and the Allottee/s agrees that he/she/it/they shall not raise any dispute regarding the appointment of any such Facility Manager by the Promoter 1 or towards the maintenance charges determined by such agency and / or the Promoter 1. It is agreed and understood by the Allottee/s that the cost of maintenance of the said Building shall be borne and paid by the Allottee/s of the units / premises in the said Building alone.

The Allottee/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter 1 and/or the Facility Manager, including without limitation, payment of the Allottee/s' share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the Real Estate Project and/or the said Land and/or the said Building and/or the Larger Land and/or the New Buildings constructed thereon.

Management and Maintenance of the said Premises and/or the Real Estate Project and/or the Larger Land and/or the New Buildings and common areas, including installation and activation of other facilities like MGL etc., shall be taken care by the Maintenance Agency nominated and appointed by the Promoter 1. Expenses incurred plus applicable taxes, if any, towards the same shall be payable by the Alottee/s directly to the Agency, before taking possession of the said Premises. The Maintenance Agency will be responsible to render the accounts of the monies paid by the Allottee/s. Property tax payable shall be billed to the said Premise and/or the Real Estate Project and common areas by the local Municipal authority. This amount is not included in the Maintenance and Management charges to be collected by the Agency. Each Alottee/s shall be required to pay their individual property taxes separately as and when billed to them. All maintenance and management charges are provisional and subject to variation based on actual consumption/expenses. The agency providing these services shall be entitled to charge a management fee plus applicable taxes, if any, for their services. The charges towards advance maintenance expenses for 24 months is Rs.66,960.00 (Rupees Sixty Six Thousand Nine Hundred Sixty Only).

13. Formation of the Society and Other Societies:

(i) Upon 51% (fifty one percent) of the total number of units/premises in the Real Estate Project being booked by allottees, the Promoter 1 shall submit an application to the competent authorities to form a co-

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allottees of units/premises in the Real Estate Project under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.

(ii) The Allottee/s shall, along with other allottees of prentises/units in the Real Estate Project, join in forming and registering accorporative? ? ? ? ? o housing society under the provisions of the Maharashtra Co-pperative Societies Act, 1960 and the Rules thereunder and accordance with 2 the provisions of the RERA and RERA Rules, in respect of the Real Estate Project in which the allottees of the premises / units in the Real Estate Project alone shall be joined as members ("the Society").

- (iii) For this purpose, the Allottee/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter 1 within 7 (seven) days of the same being made available to the Allottee/s; so as to enable the Promoter 1 to register the Society. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- (iv) The name of the Society shall be solely decided by the Promoter 1. The Real Estate Project is known as as 'JP North Aviva' and was lauxing under its alias 'Codename Now or Never'

(v) The Society shall admit all purchasers of flats and premises in the great Estate Project as members, in accordance with its bye-laws.

- (vi) The Promoters shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Real Estate Project, any.
- (vii) Post execution of the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

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- (viii) The Promoters shall be entitled to use and consume the entire development potential on the said Land or part thereof even after formation of the Society and the Society and/or the Allottee/s shall have no objection against the same.
- (ix) Post execution of the Society Conveyance, the Promoters shall continue to be entitled to such unsold premises and to undertake the marketing etc. in respect of such unsold premises. The Promoters shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society/Apex Body for the sale/allotment or transfer of the unsold premises in the Real Estate Project or in the Larger Development, save and except the municipal taxes at actuals (levied on the unsold premises) and a sum of Rs. 500/- (Rupees Five Hundred only) per month in respect of each unsold premises towards the outgoings.
- (x) Upon 51% (fifty one percent) of the allottees of premises/units in the other real estate projects to be developed on the Larger Land having

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booked their respective premises/units, the Promoter 1 shall submit application/s to the competent authorities to form a co-operative housing society to comprise solely of the allottees of units/premises in those particular real estate project, under the provisions of the Mahadashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("Other Societies"). The Promoter 1 shall similarly undertake the necessary steps for formation of the Other Societies in which the allottees of the premises/units comprised in the other real estate projects comprised in the Larger Land shall become members, in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder and the RERA and RERA Rules.

(xi) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates and Solicitors engaged by the Promoters for preparing, drafting and approving all such documents, instruments, papers and writings shall be borne and paid by the respective Society/Other Societies and their respective members/intended members including the Allottee/s, as the case may be, and the Promoters shall not be liable towards the same in any manner whatsoever.

14. Transfer to the Society and Other Societies:

Within 3 (three) months from the date of issuance of the Full Catupation Certificate or as prescribed by the Local Law Regulations/Competent Authority, the Real Estate Project shall be transferred to the Society vide a registered indenture ("Society Fransfer"). The Society shall be required to join in execution and registration of the Society Transfer. The costs, expenses, charges, levies and taxes on the Society Transfer and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, including any common areas facilities and amenities and the Promoters shall not be responsible for the same, subject to the terms of this Agreement.

The Promoters shall execute and register similar conveyances to the Other Societies with respect to their respective real estate project or portions thereof.

(iii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the Society Transfer and the respective transfers to Other Societies, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoters for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society/Other Societies and their respective members/intended members including the Allottee/s; as the case may be, and the Promoters shall not be liable towards the same.

15. Formation of the Apex Body:

(i) Within a period of 3 (three) months of obtainment of the Occupation Certificate of the last real estate project in the layout of the Larger Land and the Larger Development, the Promoter 1 shall submit application/s to the competent authorities to form a federation of

societies comprising the Society and Other Societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("Apex Body").

(ii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers / २०२० and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoters for preparing drafting and 3 approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Promoters shall not be liable toward the same.

16. Title of the Larger Land to the Apex Body:

- (i) Within a period of 3 (three) months of registration of the Apex Body, the Promoters and the Apex Body shall execute and register an Indenture whereby the Promoters shall transfer / cause to transfer all their right, title and interest in the Larger Land alongwith the right, title and interest of the other owners / developers in the Larger Land and in all areas, spaces, common areas, facilities and amenities in the Larger Land that are not already transferred to the Society / Other Societies, in favour of the Apex Body ("Apex Body Transfer").
- (ii) The Apex Body shall be required to join in execution and regif of the Apex Body Transfer.
- (iii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates Solicitors engaged by the Promoters for preparing, drafting and approving the Apex Body Transfer document and all such documents, as may be required in this regard, shall be borne and paid by the Apex Body and its members/intended members, and the Promoters shall not be liable toward the same.
- The Allottee/s shall, before delivery of possession of the said Premises in 17. accordance with this Clause, deposit such amounts as mentioned in the Seventh Schedule hereunder with the Promoters. The amounts mentioned in the Seventh Schedule shall not be accountable by the Promoters except the amounts collected under point 1 & point 3 which shall be accounted only to the Society of the premises purchasers and not to the Allottee/s individually. The Other Charges are tentative and are liable to be revised by the Promoters on or before handing over possession of the said Premises. Changes, if any, in the amounts shall be intimated by the Promoters to the Allottee/s on or before handing over possession of the said Premises to the Allottee/s. The Allottee/s shall make payments of such amounts as more particularly mentioned in the Seventh Schedule to the bank account of the Promoters, as detailed in the Second Schedule hereunder written or as may be prescribed by the Promoters at the time of payment. For the purposes of this clause, the expression "Promoters" includes its nominee.
- 18. The amounts as mentioned in the Seventh Schedule are intended to be used for the purposes as mentioned and are not refundable nor interest bearing, and the same shall be binding on the Allottee/s and the Allottee/s undertakes not to contest the same. The said amounts do not include Property taxes. Property taxes will be billed separately as and when raised by the MBMC and the Allottee/s shall make payment towards the same immediately to the

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Promoter. If, under some unforeseen circumstances, the Promoter 1 is unable to make the requisite applications for MGL connection within 1 (one) year from Ue date of the Allottee/s making payment to the Promoter 1 towards the same, the Promoter 1 shall credit to the Allottee's maintenance account the amours collected without any interest. It is further clarified that the heads of amounts mentioned are only indicative and not exhaustive and the Allottee/ agrees to pay to the Promoters, such other charges/amounts or such increase in the above mentioned other charges/ amounts as the Promoters may indicate without any delay or demur. The Allottee/s irrevocably and unconditionally agree/s to pay the same and has understood and accepted that the payment of the above amounts shall be a precondition for handing over possession of the said Premises.

19. The Promoters have informed the Allottee/s that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Larger Land. The Promoters have further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s alongwith other purchasers of flats/units/premises in the Real Estate Project and/or on the Larger Land, and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats/units/premises on the Real Estate Project including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoters and the Allottee/s agrees

Bub Residence to the same regularly without raising any dispute or objection with regard such as the sets. Neither the Allottee/s nor any of the purchasers of New York premises in the Real Estate Project shall object to the Promoter 1 laying through or under or over the Larger Land or any part thereof pipelines, underglound electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, other connections, etc., belonging to or meant for shy of the other real estate projects / wings / buildings which are to be

developed and constructed on any portion of the Larger Land.

Representations and Warranties of the Promoters: 20.

> The Promoters hereby represent and warrant to the Allottee/s as (i) follows, subject to what is stated in this Agreement and all its Schedules and Annexures, subject to what is stated in the said Title Certificate and subject to the RERA Certificate:

- The Promoter 1 has a clear and marketable title a portion of the (a) said Land (which forms part of the First Land), and has the requisite rights to carry out the development on the said Land and also has actual, physical and legal possession of the said Land for the implementation of the Real Estate Project;
- The Promoter 3 is the owner of a portion of the said Land (which (b) forms part of the Second Land), and have granted development rights in respect thereof in favour of the Promoter 1 as more particularly set out in the said Title Certificate Annexed hereto at Annexure "5".
- The Promoter 1 & Promoter 2 have acquired development rights (c) in respect of a portion of the said Land (which forms part of the Seventh Land), as more particularly set out in the said Title Certificate Annexed hereto at Annexure "5".
- The Promoter 1 has lawful rights and the requisite approvals from the competent authorities to carry out the development of

the Real Estate Project and shall obtain the requisite approvals from time to time to complete the development of the Real Estate Project;

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(e) There are no encumbrances upon the Real Estate Project, except those disclosed to the Allottee/s;

(f) There are no litigations pending before any Court of Law with respect to the Real Estate Project, except those disclosed to the Allottee/s;

- (g) All the approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project are valid and subsisting and have been obtained by following the due process of law. Further, all the approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project shall be obtained by following the due process of law and the Promoter 1 has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and the common areas;
- (h) The Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein may prejudicially be affected;
- (i) The Promoters have not entered into any agreement for sale and/or development agreement and/or any other agreement arrangement with any person or party with respect to the said some Sub-Land and the said Premises which will, in any, manner adversely affect the rights of the Allottee/s under this Agreement;
- (j) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;
- (k) At the time of execution of the Society Transfer, the Promoters shall handover lawful, vacant, peaceful, physical possession of the Real Estate Project to the Society;
- (I) The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent authorities till the Society Transfer, and thereupon the same shall be proportionately borne by the Society; and
- (m) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land / the Larger Land) has been received or served upon the Promoters in respect of the said Land / the Larger Land and/or the Real Estate Project / Larger Development, except those disclosed to the Allottee/s.
- 21. The Allottee/s, with the intention to bring all the persons into whosoever's hands the said Premises and/or his/her/its/their rights, entitlements and obligations under this Agreement may come, hereby agree/s and covenant/s with the Promoters as follows:

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To maintain the said Premises at the Allottee/s' own cost in good and tenantable repair and condition from the date the possession of the said Premises is taken and shall not do or suffer to be done anything in or कि the Real Estate Project which may be against the rules, regulations or by laws or change / alter or make any additions in or to the Real Estate Project in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and the Promoters.

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



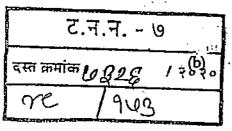
To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter 1 to the Allottee/s and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or the said Premises, which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provisions, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.



Not to demolish or cause to be demolished the said Premises 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 Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support, shelter and protect the other parts of the Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, pardis or other structural members in the said Premises without the prior written permission of the Promoter 1 and/or the Society.

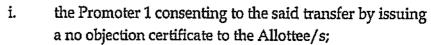
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Larger Land (if applicable) and/or the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Larger Land and/or the Real Estate Project in which the said Premises is situated or the common areas thereto and shall segregate their everyday dry and wet garbage separately to facilitate the recycling of the same by the Society.

- (vii) Not to raise any objection to the utilization of the total FSI of the Larger Development by the Promoter in such manner as may be approved by the competent authorities and that this consent is deemed to be a consent given by the Allottee/s. The Allottee/s confirm that herishe to shall give necessary co-operation as may be required in this regard and shall not raise any grievance on the normal grounds of maise, dust or 12020 any inconvenience which may be temporarily cause
- (viii) Pay to the Promoters, within 15 (fifteen) days of domand b Promoters, his/her/its/their share of the security deposit demanded by the concerned local authority or Government or authority / body giving water, electricity or any other service connection to the Real Estate Project in which the said Premises is situated.
- Bear and pay in a timely manner all amounts, dues, taxes. Cesses, levies (ix) and duties including property tax, water charges, electricity bills, common area maintenance, Sale Consideration or part thereof, Other charges, facility charges, maintenance and outgoings, as required to be paid under this Agreement.
- (x) Bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by any concerned local authority and/or government and/or other public authority on account of change of user of the premises by the Allottees for any purposes other than for purpose for which it is sold.
- (xi) Bear and pay the proportionate charges, fees, costs and experies the Real Estate Project Amenities / Larger Development Amenities
- (xii) Not to change the user of the said Premises without the prior permission of the Promoters and the Society.
- The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on (xiii) leave and license, or part with the interest or benefit factor of this Agreement or part with the possession of the said Premises and/or the Car Parking Space, if any, or dispose of or alienate otherwise howsoever, the said Premises and/or his/her/its/their rights, entitlements and obligations under this Agreement until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee/s to the Promoters under this Agreement are fully and finally paid together with the applicable interest thereon, if any, at the Interest Rate.
- (xiv) Without prejudice to Clause 21(xiii) above, in the event the Allottee/s. intend(s) to sell, transfer, lease, license, assign and/or deal with or dispose of the said Premises and/or the Allottee/s' benefit/s under this Agreement, then the Promoter 1 shall be entitled to a right of first refusal to the said Premises as well as the Allottee/s' right(s), title and interest under this Agreement ("ROFR"), which shall be exercised in the following manner:
 - The Allottee/s shall address a letter ("Offer Letter") to the (a) Promoter 1 stating therein (i) the name and address of the proposed transferee (ii) the proposed sale price (hereinafter referred to as "Offer Price"), including the proposed amount and consideration and terms and conditions offered by such proposed transferee, (iii) the date of consummation of the



proposed sale, (iv) a representation that the proposed transferee has been informed of the terms of this Agreement and in particular, the terms embodied into this clause.

In the event the Promoter 1 wishes to exercise the ROFR upon the said Premises, the Promoter shall, at its sole option, be entitled to purchase the said Premises under the Offer Letter at the Offer Price, in which case, the Promoter 1 shall address a letter to the Allottee/s within a period of 20 (twenty) days from the date of the receipt of the Offer Letter ("Notice Period") informing the Allottee/s of the Promoter 1's intention to purchase/acquire the said Premises ("Acceptance Letter"), and till the receipt of the Acceptance Letter or the completion of 20 days, whichever is later, the Allottee/s shall not proceed with the sale/transfer of the said Premises. Upon issuance of the Acceptance Letter, the Allottee/s shall be bound to sell and/or transfer the said Premises to the Promoter 1 or such persons/entities nominated by the Promoter 1 at the Offer Price. Incase of the Promoter 1's failure to issue the acceptance letter within the said period of 20 (twenty) days, the Allottee/s shall be free to sell, transfer, lease, license, assign and/or deal with or dispose of the said Premises to the proposed transferee on the same terms and conditions as were offered by the Allottee/s to the Promoter 1 in the Offer Letter and upon compliance of following conditions of the Promoter 1:



- ii. the Allottee/s making a full and final payment of the Sale Consideration and all other amounts, including taxes and other charges, payable by the Allottee/s to the Promoter 1's under this Agreement
- iii. the Allottee/s making a payment of a sum not less than 2% (two per cent) of the average market value for the said premises, determined by the Promoter 1, based on the last 3 registered sales, by the Promoter 1 ("Transfer Fees");

In the event the proposed sale of the said premises to the proposed transferee is not completed in the form of registration of the Agreement within 60 (sixty) days from the receipt of the NOC or if the Agreement Value differs from the Offer Price, then the NOC shall deemed to have expired / become invalid, the right of the Allottee/s to sell/transfer the said Premises shall lapse and the rights of the Promoter 1 in respect of the said Premises shall stand automatically reinstated and the provisions of the Clause No. 21(xiv) above shall once again apply to the Allottee/s for any subsequent proposed sale of the said Premises or to initiate a new transfer.

It is expressly agreed that the ROFR is a covenant running with the said Premises and hence will continue with the new purchaser of the said Premises, and the Allottee/s undertake/s



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to expressly include the same vide a specific term in the new agreement for sale between the Allottee/s and the proposed transferee.

- (e) It is hereby clarified that, in the event of the Allettee/s proposing to give the said Premises on lease and/or leave and license basis only, then the provisions contained like Clauses 21(xiv)(a) to 21(xiv)(d) above shall not apply, except that the Allottee/s shall be required to obtain the prior writter permission of the Promoter 1 before effecting any such lease and/or leave and licence arrangement.
- (f) It is further clarified that the provisions as contained in Clauses 21(xiv)(a) to 21(xiv)(d) above shall be applicable till the Society Conveyance
- (xv) The Allottee/s shall observe and perform all the rules and regulations which the Society and the Apex Body may adopt at their inception and the additions, alterations or amendments thereof that may be made, from time to time, for the protection and maintenance of the Real Estate Project and the said Premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Allottee/s shall also observe and perform the stipulations and conditions laid down by the Society / the Body regarding the occupancy and use of the said Premises in the Real Estate Project and/or the said Car Parking Space, if any, and shall pust and contribute regularly and punctually towards the taxes, expenses of other outgoings in accordance with the terms of this Agreement.
- (xvi) The Allottee/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof.
- (xvii) Till the execution of the Apex Body Transfer in favour of the Apex Body, the Allottee/s shall permit the Promoter 1 and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Larger Land, the buildings / towers / units thereon, or any part thereof, to view and examine the state and condition thereof.
- (xviii) The said Building is currently known as 'JP North Aviva' and was launched under its alias "Codename Now or Never' and the Promoter 1 shall be entitled to formally re-name the said Building at a later date and which name shall not be changed by the Allottee/s and / or the Society and / or the Apex Body, as the case may be.
- (xix) The Larger Development is currently known as 'JP North' and the Promoter 1 shall be entitled to formally re-name the Larger Development at a later date and which name shall not be changed by the Allottee/s and / or the Society and / or the Apex Body, as the case may be.
- (xx) The Promoter 1 shall be entitled to formally name / re-name the other buildings in the Larger Development at a later date and which name shall not be changed by the Allottee/s and / or the Society and / or the Other Societies and / or the Apex Body, as the case may be.



(xxi) It is agreed that the said Premises shall be of RCC structure with normal brick / block wall / dry wall with gypsum / putty / cement plaster. The Allottee/s hereby agree/s that the Promoter 1 may, if required due to any structural reasons, convert any brick / block wall / dry wall in / २0 the said Premises into a load bearing RCC wall or vice versa and the ottee/s hereby further agree/s and irrevocably consent/s not to dispute or object to the same. The Allottee/s, along with any and all allettees of the units / premises of the Real Estate Project, are strictly prohibited to make any structural changes internally in the concrete structure, i.e., walls, columns, beams and slabs, which may result in temporary and/or permanent changes and defects in the monolithic structure and may also have severe damaging consequences on the stability of the Real Estate Project. The said Premises shall contain the amenities within it as set out in the Fifth Schedule hereto. The Promoter 1 shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and/or amenities in the said Premises or in the Real Estate Project.

(xxii) The Allottee/s agree/s and covenant/s that the Allottee/s and/or any other person shall not load in the said Premises, either by way of fit-out or construction or in any other manner whatsoever, anything more than what is prescribed in the Fit-Out Guidelines as described hereinbelow. The Allottee/s shall be responsible to apply for and obtain the permission of the concerned statutory authorities for such refurbishment / fit-out at his/her/its/their costs and expenses. Accordingly, the Promoter 1 shall provide electrical, plumbing and drainage connectivity upto the said Premises and hand over the said Premises. The Allottee/s confirm/s that no structural changes and/or structural alterations of any nature whatsoever shall be made by the Allottee/s.

Not to affix any fixtures or grills on the exterior of the Real Estate Project for the purposes of drying clothes or for any other purpose and undertake/s not to have any laundry drying outside the said Premises and the Allottee/s shall not decorate or alter the exterior of the said Premises either by painting and/or otherwise. The Allottee/s shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Allottee/s from the Promoter 1 and the Allottee/s undertake/s not to fix any grill having a design other than the standard design approved by the Promoter 1. If found that the Allottee/s has / have affixed fixtures or grills on the exterior of the said Premises for drying clothes or for any other purpose or that the Allottee/s has / have affixed a grill having a design other than the standard approved design, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his/her/its/their obligations as mentioned herein.

(xxiv) Not to affix air conditioner/s at any other place other than those earmarked for fixing such air conditioner/s in the said Premises so as not to affect the structure, façade and/or elevation of the Real Estate Project in any manner whatsoever. The Allottee/s shall not install a window air-conditioner within or outside the said Premises. If found that the Allottee/s has / have affixed a window air conditioner or an outdoor condensing unit which projects outside the said Premises, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his/her/its/their obligations as mentioned herein.

(xxv) To keep the sewers, drains and pipes in the said Premises and appurtenances thereto in good tenantable repair and condition and in particular support, shelter and protect the other parts of the Real Estate

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Project and the Allottee/s shall not chisel or in any other manner damage the columns, beams, walls, slabs, RCC or pardis or other structural members in the said Premises without the prior written permission of the Promoter 1 and/or of the Society and the Apex Body.

(xxvi) The Allottee/s has/have been explained by the Prointing that Allottee/s understand/s that all the doors and mindows provided in the said Premises, in accordance with the Fifth transfer hereunder,/ 2005 form part of the elevation of the Real Estate Project and the explicitly and irrevocably agree/s and confirms Habany Hanges / 1 2 amendments with respect to their number, location, material appearance shall not be undertaken by them as that may affect / change or spoil the the elevation.

(xxvii) Not to make any alteration in the elevation and outside colour scheme of the paint and glass of the Real Estate Project and not to cover / enclose the planters and service slabs or any of the projections from the said Premises, within the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises, nor do / cause to be done any hammering for whatsoever use on the external / dead walls of the Real Estate Project or do any act to affect the FSI potential of the Real Estate Project and/or the Larger Land.

(xxviii) Not to do or permit to be done any renovation / repair within the said and any Premises without the prior written permission of the Promoter 1. In the Sub event of the Allottee/s carrying out any renovation / repair with the sub event of the Allottee/s carrying out any renovation / repair with the sub event of the Allottee/s carrying out any renovation / repair with the sub event of the Allottee/s carrying out any renovation / repair with the sub event of the Promoter 1. In the sub event of the Promoter 2. In the sub event of the sub event of the Promoter 2. In the sub event of the su said Premises, without the prior written permission and prior contravention of the terms of such prior written permission, as the charge may be, then in such event the Promoter 1 shall not be responsible Mi the rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the Real Estate Project or any part thereof on account of such renovation / repair.

(xxix) Not to enclose the passages, if any, forming part of the said Premises without the previous written permission of the Promoter 1 and/or the said Society and/or the Apex Body, as the case may be, and of the MBMC and other concerned authorities.

(xxx) Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Premises / said Building in any manner whatsoever. Not to change the façade or outer look of the Premises/ Real Estate Project.

(xxxi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Larger Land and/or the said Land and the Real Estate Project and/or the New Buildings and shall segregate their every day dry and wet garbage separately to facilate the recycling of the same by the Society.

(xxxii) Not to do or permit to be done any act or thing which may render void or violable any insurance of the said Land and/or the said Larger Land and/or the Real Estate Project and/or the New Buildings or any part thereof or whereby an increased premium shall become payable in respect of the insurance.

(xxxiii) To abide by, observe and perform all the rules and regulations which the Society and/or the Apex Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from

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Troject the Larger Development and the said Premises therein and for the observance and performance of the building rules and regulations for the time being in force of the concerned local authority and of the Government and other public bodies and authorities. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Society and/or the Apex Body regarding the occupation and use of the said Premises in the Real Estate Project and the Allottee/s shall pay and contribute regularly and punctually towards the taxes, expenses and outgoings.

(xxxiv)Not to violate and to abide by all the rules and regulations framed by the Promoter 1 / its designated Facility Manager and/or by the said Society and/or the Apex Body, as the case may be, for the purpose of maintenance and up-keep of the Real Estate Project and/or the Larger Development and in connection with any interior / civil works that the Allottee/s may carry out in the said Premises (the "Fit-Out Guidelines").

(xxxv) The Allottee/s agree/s not to do, omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Real Estate Project or the Promoters or its representatives. In the event the Allottee/s does or omit/s to do any such act, deed or thing then the Promoters shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement by sending the notice of termination to the Allottee/s.

The Allottee/s shall never, in any manner, enclose any flower beds / planters / ledges / pocket terrace/s / deck areas / ornamental projects / dry yards / service yards and other areas. These areas should be kept open and should not be partly or wholly enclosed, including installing any temporary or part shed or enclosure, and the Allottee/s shall not include the same in the said Premises or any part thereof and keep the same unenclosed at all times. The Promoter 1 shall have the right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee/s and also to recover the costs incurred for such demolition and reinstatement of the said Premises to its original state.

(xxxvii) Shall not do, either by himself/herself/itself/themselves or any person claiming through the Allottee/s, anything which may be or is likely to endanger or damage the Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the Real Estate Project. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate or any other facility provided in the Real Estate Project and/or the Larger Development.

(xxxviii) Shall not display at any place in the Real Estate Project and/or the Larger Development any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the Real Estate Project and/or the Larger Development or the common areas therein or in any other place or on the window, doors and corridors of the Real Estate Project and/or the Larger Development.

(xxxix)Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the Real Estate

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Project or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever, save and except the name of the Allottee/s in such places only as shall have been previously approved in writing by the Fromoter 1 in accordance with such manner, position and standard design raid down by the Promoter 1.

- (xl) Shall not park at any other place and shall park all vehicles in the said Car Parking Space only as may be permitted / allotted by the Promoters.
- (xli) To make suitable arrangements for the removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Premises.
- (xlii) The Allottee/s shall permit the Promoter 1 and its surveyors, agents and assigns, with or without workmen and others, at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Real Estate Project. The Allottee/s is/are aware that the main water / drainage pipes of the Real Estate Project may pass through certain areas within a season the said Premises. The Allottee/s agree/s that he/she/it/they shall not such areas within the said undertake any civil works / fit out works in such areas within the said of Premises and/or permanently cover / conceal such areas with said Premises, nor shall they, in any manner, restrict the access to water / drainage pipes and/or damage the water / drainage pipes any manner howsoever. The Promoter 1 / the Facility Manager and or their respective workmen, staff, employees, representatives and agents shall, at all times, be entitled to access such areas within the said Premises for the purpose of the maintenance, repair and upkeep of the water pipes and the Allottee/s hereby give/s his/her/its/their express consent for the same.
- (xliii) The Allottee/s is/are aware and acknowledge/s that the Promoters are entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the units / premises, garages or other premises as herein stated comprised in the Real Estate Project and the Allottee/s undertake/s that he/she/it/they shall not be entitled to raise any objection with respect to the same.
- (xliv) The Allottee/s is/are aware that the Promoter 1 or its agents or contractors etc., shall carry on the work / balance of the other New Buildings with the Allottee/s occupying the said Premises. The Allottee/s shall not object to, protest or obstruct the execution of such work, on account of pollution or nuisance or on any other account, even though the same may cause any nuisance or disturbance to him/her/it/them. The Promoter 1 shall endeavour to minimise the cause of the nuisance or disturbance. This is one of the principal, material and fundamental terms of this Agreement.
- (xlv) The Promoter 1 shall have the exclusive right to control the advertising and signage, hoarding and all other forms of signage whatsoever within the Real Estate Project.
- (xlvi) The Promoter 1 shall be entitled to construct site offices / sales lounges in the Real Estate Project or any part thereof and shall have the right to

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access the same at any time, without any restriction whatsoever, irrespective of whether the Real Estate Project or any portion thereof is - leased to the Society or to the Apex Body, as the case may be, until the entire development on the Larger Land / the said Land is fully completed.

- (xlvii) The Allottee/s has been appraised of the terms and conditions of the Development Agreements (as defined herein) and the same shall be fully binding on the Allottee/s. Further, nothing as contained herein shall dilute / change / modify the extent of the rights, obligations and entitlements of the Promoters inter-se as more particularly set out in the Recitals.
- 22. The Allottee/s has/have been explained by the Promoters, and the Allottee/s understand/s, agree/s and accept/s that the Allottee/s shall not be permitted to visit the Real Estate Project prior to obtainment of the Occupation Certificate in respect thereof.
- 23. The Promoters have duly disclosed to the Allottee/s and the Allottee/s doth hereby explicitly and irrevocably agrees, accepts and confirm/s that car parking, if any, allotted alongwith this agreement shall be permitted strictly within the designated car parking spaces within the Real Estate Project, and no car parking shall be allowed in any other spaces that are not designated for parking within the Real Estate Project. Incase the Allottee/s does not opt for Car Parking along with the said Premises under this agreement, then the sub Royal Republication is under no obligation thereafter to provide a car parking to the Sub Royal Republication in the future.

Indicate to regulate vehicular movement and discipline within the Larger Land, the Promoters have abundantly informed, disclosed and clarified to the Allottee/s that car stickers shall be provided to the Allottee/s based on the number of car parking spaces allotted to them under this Agreement and it will be mandatory for the car stickers to be displayed on the vehicle at all given times, without which vehicle access at anyplace within the Real Estate Project shall not be permitted.

The Promoters may provide, at its sole discretion, car parking in the open spaces, subject to approval from the statutory authorities, in the form of stack car parking / conventional car parking and/or any other form as they may deem fit, for allocation to the Allottee/s and the allottee/s hereby agree/s, accept/s and confirm/s the same.

Notwithstanding what is agreed in this Agreement, in the event, the Allottee/s commit/s default or breach in observance and performance of any of the terms and conditions of this Agreement including without limitation to non-payment of Sale Consideration or part thereof, Other Charges, facility charges, maintenance, taxes and outgoings, the Promoters shall have right to call upon the Allottee to cure such breach or default within such period as may be deemed fit by the Promoter, failing which the Promoters shall have right to take such action as may be advised in accordance with law including termination of this Agreement.

27. It is agreed that as and when the Promoters enter into agreements / arrangements with any person, or otherwise the Promoters are in a position to provide all the Utilities (as defined hereinafter) or any of them, then in that event the Allottee/s herein shall procure such Utilities only from the Promoters or any person as may be nominated by the Promoters in that behalf,

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as the case may be, and pay such amount as may be fixed by the Promoters or its nominee, to the Promoters or to its nominee, as the case may be. This term is the essence of this Agreement. For the purposes of this Clause, "Utilities" refers to gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption as may be utilized by the Allottee/s on a day-to-day basis. It is further clarified that this Clause shall not be interpreted / construed to mean that the Promoters are obligated / liable to provide all or any of the Utilities, whether or not the Promoters have entered into agreements / arrangements with any person, or otherwise the Promoter are in a position to provide all the Utilities or any of them.

- 28. The Promoter 1 and/or any professional agency appointed by it shall formulate the rules, regulations and bye-laws for the maintenance and upkeep of the Real Estate Project and/or the New Buildings and/or the said Land and/or the Larger Land and the costs and expenses together with the applicable taxes thereon for the same shall be borne and paid by the Allottee/s as may be determined by the Promoters and/or such professional agency.
- 29. The Allottee/s hereby nominate/s the persons as set out in the Second Schedule ("the said Nominee") as his/her/its/their nominee in respect of the said Premises. On the death of the Allottee/s, the said Nominee shall assume all the obligations of the Allottee/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Allottee/s shall, at any time hereafter, be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoter 1 shall only recognize the said Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Promoter 1 in writing) and deal with him/her/it/them in all matters pertaining to the said Premises. The heirs and legal representatives of the Allottee/s shall be bound by any or all the age deeds, dealings, breaches, omissions, commissions, etc., of and/or by the self som 800 Nominee. The Promoters shall, at their discretion, be entitled to insist or a self-transfer of the self-transfe Probate / Succession Certificate / Letter of Administration and/or sucli of he documents as the Promoters may deem fit, from such nominee. The nothing would be required to give an indemnity bond indemnifying the Promotel stage may be necessary and required by the Promoters.

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- It is agreed that the Allottee/s shall be entitled to avail a loan from a Bank and to mortgage the said Premises by way of security for the repayment of the said loan to such Bank only with the prior written consent of the Promoters. The Promoters will grant their no objection, whereby the Promoters will express its no objection to the Allottee/s availing of such loan from the Bank and mortgaging the said Premises with such Bank ("said No Objection Letter"), provided however, that the Promoters shall not incur any liability / obligation for the repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings, including the interest and costs, and provided that the mortgage created in favour of such Bank in respect of the said Premises of the Allottee/s shall not in any manner jeopardise the Promoter 1's right to receive the full Sale Consideration and other charges and to develop the balance of the Larger Land and such mortgage in favour of such Bank shall be subject to the Promoter 1's first lien and charge on the said Premises in respect of the unpaid amounts payable by the Allottee/s to the Promoters under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoters will issue the said No Objection Letter addressed to the Bank on the Bank and the Allottee/s undertaking to make the payment of the balance Sale Consideration of the said Premises directly to the Promoters as per the schedule of the payment of the Sale Consideration as set out hereinabove and such confirmation letter shall be mutually acceptable to the Parties hereto and to the said Bank.
- 31. The Allottee/s hereby represent/s and warrant/s to the Promoters that:

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ट.न.न. (i) he/she/it/they is / are not prohibited from acquiring the said Premises and/or the said Car Parking Space, if any, under any applicable law or उत्ता क्रमांक ७३०६ / २०२० vise;

he/she/it/they has / have not been declared and/or adjudged to be an insolvent, bankrupt, etc., and/or ordered to be wound up or dissolved, as the case may be;

- (iii) no receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee/s or all or any of his/her/its/their assets and/or properties;
- (iv) none of his/her/its/their assets / properties is/are attached and/or no notice of attachment has been received under any rule, law, regulation, statute, etc.;
- (v) no notice is received from the Government of India (either Central, State or Local) and/or from any other Government abroad for his/her/its/their involvement in any money laundering or any illegal activity and/or is / are declared to be a proclaimed offender and/or a warrant is issued against him/her/it/them;
- (vi) no execution or other similar process is issued and/or levied against him/her/it/them and/or against any of his/her/its/their assets and properties;

he/she/it/they has / have not compounded payment with his/her/its/their creditors;

he/she/it/they is / are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;

he/she/it/they is / are not an undesirable element and will not cause nuisance and/or cause hindrances in the completion of the Real Estate Project and/or the Larger Development and/or at any time thereafter and will not default in making the payment of the amounts mentioned in this Agreement; and

(x) The Allottee/s is/are in a good financial position to pay the Sale Consideration and the Installments in the manner as stated in this Agreement, without any delay or default and shall, as and when called upon by the Promoters, provide such security as may be required by the Promoters towards the payment of the Sale Consideration and the Installments.

It is abundantly made clear to the Allottee/s who is/are or may become a non-resident / foreign national of Indian Origin during the subsistence of this Agreement that, in respect of all remittances, acquisitions / transfer of the said Premises, it shall be his/her/its/their sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable laws from time to time. The Allottee/s understand/s and agree/s that in the event of any failure on his/her/its/their part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/it/they alone shall be liable for any action under the Foreign Exchange Management Act,

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1999 or any other statutory modifications or re-enactments thereto. The Promoters accept no responsibility in this regard and the Allottee/s agree/s to indemnify and keep the Promoters indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

33. The Promoters shall maintain a separate account in respect of the sums / २०२० received from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the outgoings of the share sand shall utilize the amounts only for the purposes for which they have been received.

34. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Premises and/or the said Car Parking Space, if any, or the Real Estate Project or the Larger Land and/or any buildings / towers as may be constructed thereon, or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoters as hereinbefore mentioned until the execution of the Society Transfer and the Apex Body Transfer, as the case may be.

35. Mortgage or Creation of Charge:

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

(ii) The Allottee/s agree/s, acknowledge/s and undertake/s that the Promoters are entitled to and have obtained / is in the process of obtaining loans from various banks and/or financial institutions and create such securities with respect to any and all of its right, title, benefits and interest in the Larger Land or any part thereof, as may be solely decided by the Promoters, and the Allottee/s take/s notice that a no objection certificate may be required from such banks and financial institutions for the creation of any encumbrances on the said Premises. The Allottee/s agree/s and undertake/s to the same and further agree/s that the Allottee/s shall not create any encumbrances over the said Premises till such time that a no objection certificate in writing is received from such banks and financial institutions. The payments in relation to the purchase of premises / units need to be deposited by way of a cheque drawn in favour of "JP INFRA REALTY PRIVATE LIMITED JP NORTH AVIVA RERA 100% ESCROW ACCOUNT" with HDFC Bank.

(iii) After the Promoters execute this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has / have taken or agreed to take the said Premises. Provided however, that nothing shall affect the already subsisting mortgage / charge created/to be created over the said Premises in favour of Catalyst Trusteeship Ltd. as detailed

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Forwarding this Agreement to the Allottee/s by the Promoters does nor eleate a binding obligation on the part of the Promoters or the Allottee/s until, firstly, the Allottee/s sign/s and deliver/s this Agreement with all the Schedules and Annexes thereto along with the payments due as stipulated in the Installments as detailed out in the Sixth Schedule mentioned hereunder, within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for the registration of this Agreement before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoters. If the Allottee/s fail/s to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar of Assurances for its registration as and when intimated by the Promoter 1, then the Promoters shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, the application of the Allottee/s shall be treated as cancelled and all the sums deposited by the Allottee/s in connection therewith, including the booking amount, shall be returned to the Allottee/s without any interest or compensation whatsoever.

37. Entire Agreement:

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(i) This Agreement, along with its Schedules and Annexes, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes:

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Any and all understandings, any other agreements, booking form, Brochure, Expression of Interest (EoI), letter of acceptance, allotment letter, correspondences, arrangements, whether written or oral, if any, between the Parties in regard to the said Premises and/or the said Car Parking Space, if any.

Brochures/Leaflets/Pamphlets/ads/ walk through presentations/ master plan/layout plan or any other document including photographs, images, designs, plans, height, dimensions, facilities, layout, specifications, vegetation, features and communication as contained therein, which are merely an artistic impression and imagination and may vary to actual project on site. The actual and physical features, amenities and facilities in the Real Estate Project/s or the said Premises would be in accordance with plans and specifications approved by the authorities and as contained in this agreement.

38. Right to Amend:

- (i) This Agreement may only be amended through the written consent of the Parties.
- 39. Provisions of this Agreement Applicable to the Allottee/s Subsequent allottee/s:
 - (i) It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations

arising hereunder in respect of the Real Estate Project and the Larger Development shall equally be applicable to and enforceable against any subsequent allottee/s of the said Premises in case of a transfer as the said obligations go along with the said Premises, for all intents and - 9

purposes.

40. Severability:

(i) If any provision of this Agreement shall be determined to be void or unenforceable under RERA or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Agreement shall be deemed to be amended or deleted in so far as they are reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA or the Rules and Regulations made thereunder or the applicable laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of the execution of this Agreements,

41. Method of Calculation of Proportionate Share:

Wherever in this Agreement it is stipulated that the Allottee/s has / (i) have to make any payment in common with the other allottees in Real Estate Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/areas/spaces in the Real Estate Project.

42. Further Assurances:

(i) All the Parties agree that they shall execute, acknowledge and reliver to the other such instruments and take such other actions, it is a little of the other actions. to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to co or perfect any right to be created or transferred hereunder or pursuants to any such transaction.

43. Place of Execution:

The execution of this Agreement shall be complete only upon its (i) execution by the Promoters, through their authorized signatories, at the Promoter 1's office or at some other place which may be mutually agreed between the Promoters and the Allottee/s. After this Agreement is duly executed by the Allottee/s, the Promoters or simultaneously with the execution hereof, the said Agreement shall be registered at the office of the concerned Sub-Registrar of Assurances.

44. Notices:

> All notices to be served on the Allottee/s, the Promoters as (i) contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoters by courier or registered post A.D or notified email ID / under certificate of posting at their respective addresses specified in the Second Schedule. It shall be the duty of the Allottee/s, the Promoters 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 Promoters or the Allottee/s, as the case may be.

45. Joint Allottee/s:

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ट.न.न. - र्रं। Incase there are Joint Allottees, all communications shall be sent by the Promoters to the Allottee/s whose name appears first and at the address given by him/her/it/them which shall, for all intents and purposes, be considered as properly served on all the Joint Allottees.

- (i) The Allottee/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all the documents for the sale and/or transfer of the said Premises, including applicable stamp duty and registration charges on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Allottee/s' account.
- (ii) The Allottee/s and/or the Promoters shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act, 1908 and the Promoters will attend such office and admit execution thereof.

47. Dispute Resolution:

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

verning Law:

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

Permanent Account Number:

(i) The Permanent Account Number of the Parties are as set out in the Second Schedule hereunder written.

50. Interpretation:

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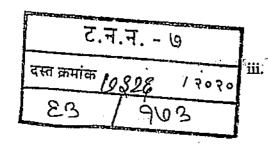
- (i) In this Agreement where the context admits:
 - (a) any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
 - (b) any reference to the singular shall include the plural and viceversa;

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- (c) any references to the masculine, the feminine and the neuter shall include each other;
- (d) any references to a "company" shall include a body comparate;
- (e) the word "Business Day" would be construed as landay which is not a Sunday, or a public holiday or a bank holiday under the '?o?o Negotiable Instruments Act, 1881 either at Thank, or any placed where any act under this Agreement is to be performed;
- (f) the Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any Schedules thereto. Any references to clauses, sections and schedules are to the clauses, sections and schedules of this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the clauses, sections and schedules in which the reference appears;
- (g) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (h) the expression "the Clause" or "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;
- (i) each of the representations and warranties provided in the Agreement is independent of the other representations and warranties in this Agreement and unless the configuration expressly stated, no clause in this Agreement limits the extent capplication of another clause;
- in the determination of any period of days for the occurrence of an event or the performance of any act or thing, it shall be not deemed to be exclusive of the day on which the event happened or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;
- (k) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (l) references to a person (or to a word importing a person) shall be construed so as to include:
 - i. an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality / separate legal entity);
 - that person's successors in title and permitted assigns or transferees in accordance with the terms of this Agreement; and

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references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;

(m) where a wider construction is possible, the words "other" and "otherwise" shall not be construed *ejusdem generis* with any foregoing words.

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

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

Part A (Description of the Larger Land)

All those pieces and parcels of land collectively admeasuring approximately 96,629.00 square meters bearing following Survey Numbers / Hissa Numbers, lying, being and situate at Village Ghodbunder, Taluka and District Thane and in the Registration District and Sub District Thane and now within the limits of Mira Road Municipal Corporation

Survey No. 110 Hissa No. 1 (part) (admeasuring approximately 661.00 square meters),

Survey No. 110 Hissa No. 2 (part) (admeasuring approximately 4149.00 square meters),

Survey No. 110 Hissa No. 3 (admeasuring approximately 20.00 square meters),

(iv) Survey No. 25 Hissa No. 1 (admeasuring approximately 3435.00 square meters).

(v) Survey No. 26 Hissa No. 8 (part) (admeasuring approximately 70.00 square meters),

(vi) Survey No. 26 Hissa No. 8 (part) (admeasuring approximately 129.00 square meters),

(vii) Survey No. 26 Hissa No. 5 (part) (admeasuring approximately 4100.00 square meters),

(viii) Survey Nos. 26 Hissa Nos. 9 (admeasuring approximately 1060.00 square meters),

(ix) Survey No. 24 Hissa No. 3 (admeasuring approximately 19425.00 square meters),

(x) Survey No. 22 Hissa No. 2 (admeasuring approximately 860.00 square meters),

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- (xi) Survey No. 22 Hissa No. 5 (admeasuring approximately 2380.00 square meters), ट.न.न. - ७ Survey No. 21 Hissa No. 2A (part) (admeasuring approximately 685.00 (xii) square meters), (xiii) Survey No. 21 Hissa No. 2B (part) (admeasuring approximately 6012.00 square meters), (xiv) Survey No. 112 Hissa No. 2 (part) (admeasuring approximately 4895.00 square meters), Survey No. 113 Hissa No. 2 (admeasuring approximately 911.00 square (xv)
- meters),
- (xvi) Survey No. 117 Hissa No. 1 (admeasuring approximately 810.00 square meters),
- (xvii) Survey No. 117 Hissa No. 3 (admeasuring approximately 230.00 square meters),
- (xviii) Survey No. 117 Hissa No. 4 (admeasuring approximately 300.00 square meters),
- (xix) Survey No. 117 Hissa No. 5 (admeasuring approximately 1600.08) meters),
- Survey No. 117 Hissa No. 6 (admeasuring approximately 1540,00 (xx)meters),
- (xxi) Survey No. 116 Hissa No. 1 (part) (admeasuring approximately 476 111) square meters),
- (xxii) Survey No. 116 Hissa No. 2A (admeasuring approximately 1132.00 square meters),

- (xxiii) Survey No. 116 Hissa No. 3 (admeasuring approximately 2280.00 square meters),
- (xxiv) Survey No. 116 Hissa No. 4 (admeasuring approximately 2020.00 square meters),
- (xxv) Survey No. 118 Hissa No. 2 (admeasuring approximately 2360.00 square meters),
- (xxvi) Survey No. 118 Hissa No. 3 (admeasuring approximately 2280.00 square meters),
- (xxvii) Survey No. 116 Hissa No. 5 (admeasuring approximately 1820.00 square meters),
- (xxviii) Survey No. 116 Hissa No. 7 (admeasuring approximately 400.00 square meters),

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- Survey No. 118 Hissa No. 5 (admeasuring approximately 400.00 square meters),
- (xxxi) Survey No. 118 Hissa No. 4 (admeasuring approximately 2020.00 square meters),
- (xxxii) Survey No. 118 Hissa No. 7 (admeasuring approximately 250.00 square meters),
- (xxxiii)Survey No. 118 Hissa No. 8 (admeasuring approximately 810.00 square meters),
- (xxxiv)Survey No. 124 Hissa No. 3 (admeasuring approximately 450.00 square
- (xxxv) Survey No. 125 Hissa No. 2 (admeasuring approximately 680.00 square meters),

vi)Survey No. 125 Hissa No. 4 (admeasuring approximately 1310.00 square meters),

ii) Survey No. 125 Hissa No. 6 (admeasuring approximately 990.00 square meters),

(xxxviii)Survey No. 125 Hissa No. 5 (admeasuring approximately 530.00 square meters),

- (xxxix)Survey No. 125 Hissa No. 7 (admeasuring approximately 1090.00 square meters),
- Survey No. 126 Hissa No. 1 (admeasuring approximately 560.00 square (Ix) meters),
- Survey No. 126 Hissa No. 2 (admeasuring approximately 610.00 square (xli) meters),
- Survey No. 126 Hissa No. 4 (admeasuring approximately 730.00 square meters),
- (xliii) Survey No. 126 Hissa No. 3 (admeasuring approximately 1290.00 square meters),
- (xliv) Survey No. 126 Hissa No. 5 (admeasuring approximately 1010.00 square meters),
- (xlv) Survey No. 116 Hissa No. 8 (admeasuring approximately 480.00 square meters),
- (xlvi) Survey No. 116 Hissa No. 9 (admeasuring approximately 350.00 square 63

meters),

(xlvii) Survey No. 128 Hissa No. 5A (admeasuring square meters),

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(xlviii) Survey No. 128 Hissa No. 5B (part) (admeasuring approximately square meters),

- (xlix) Survey No. 127 Hissa No. 2 (admeasuring approximately 380.00 square meters),
- Survey No. 127 Hissa No. 1 (admeasuring approximately 1470.00 square (l) meters),
- (li) Survey No. 127 Hissa No. 3 (admeasuring approximately 480.00 square meters),
- Survey No. 134 Hissa No. 2 (admeasuring approximately 560.00 square (lii) meters),
- (liii) Survey No. 134 Hissa No. 8 (admeasuring approximately 400.00 square meters),
- Survey No. 134 Hissa No. 5A (admeasuring approximate) (liv) square meters),
- (lv)Survey No. 133 Hissa No. 1 (admeasuring approximately 1140 meters),
- Survey No. 133 Hissa No. 2 (admeasuring approximately 450.00 square (lvi) meters),
- Survey No. 133 Hissa No. 5 (admeasuring approximately 350.00 square meters),
- (lviii) Survey No. 133 Hissa No. 6 (admeasuring approximately 330.00 square meters),
- Survey No. 133 Hissa No. 8 (admeasuring approximately 1220.00 square (lix) meters),
- Survey No. 133 Hissa No. 7 (admeasuring approximately 680.00 square (lx)meters),
- Survey No. 148 Hissa No. 2 (admeasuring approximately 1310.00 square (lxi) meters),
- Survey No. 132 Hissa No. 3 (admeasuring approximately 710.00 square (Ixii) meters),
- (Ixiii) Survey No. 134 Hissa No. 3 (admeasuring approximately 860.00 square meters),

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- (Ixvi) Survey No. 126 Hissa No. 6 (admeasuring approximately 300.00 square meters),
- (lxvii) Survey No. 135 Hissa No. 3 (part) (admeasuring approximately 149.00 square meters),
- (lxviii) Survey No. 127 Hissa No. 5 (admeasuring approximately 50.00 square meters),
- (lxix) Survey No. 116 Hissa No. 6 (admeasuring approximately 350.00 square meters),

Survey No. 133 Hissa No. 3 (admeasuring approximately 610.00 square meters),

Survey No. 133 Hissa No. 4 (admeasuring approximately 430.00 square meters),

iii) Survey No. 125 Hissa No. 3 (admeasuring approximately 280.00 square meters),

(lxxiii) Survey No. 134 Hissa No. 1 (admeasuring approximately 330.00 square meters); and

(lxxiv) Survey No. 134 Hissa No. 4 (admeasuring approximately 350.00 square meters).

and bounded as follows:

On the North

110/1 (pt), 26/8(pt), 26/6, 26/3C, 26/4, 27/4, 24/2, 20/7,

20/6, 18 mtr DP Road

On the South : 132/5, 132/4, 132/2, 132/1, 148/3, 135/2

: 21/2A and 2B (pt), 22/1C, 22/3, 22/4, 23/1, 23/2, 23/3, On the East by

112/2(pt0, 113/1, 113/2(pt), 114/6, 116/1(pt), 116/2B, 115, 115/5, 126/1, 126/5B, 129/1, 129/4, 129/13, 130, 60

mtr Wide DP Road

On the West by :

135/3(pt), 135/6, 134/5, 134/6, 134/7, 123/9, 124/5,

124/4, 124/1, 124/2, 119/2, 118/1, 112/4, 112/1, 25/2,

110/2(pt), 18 mts wide road.

Part B

(Description of the Balance Land)

All those pieces and parcels of land collectively admeasuring approximately 7,299.00 square meters bearing following Survey Numbers / Hissa Numbers, lying, being and situate at Village Ghodbunder, Taluka and District Thane and in the Registration District and Sub District Thane and now within the limits of Mira Road Municipal Corporation:

- (i) Survey No. 116 Hissa No. 5 (admeasuring approximately 1820.00 square meters),
- (ii) Survey No. 116 Hissa No. 7 (admeasuring approximately AUTO square meters),
- (iii) Survey No. 125 Hissa No. 1 (admeasuring approximately 760.00 square meters),
- (iv) Survey No. 125 Hissa No. 5 (admeasuring approximately 530.00 square meters),
- (v) Survey No. 133 Hissa No. 1 (admeasuring approximately 1140.00 square meters),
- (vi) Survey No. 127 Hissa No. 4 (admeasuring approximately 860.00 square meters),
- (vii) Survey No. 135 Hissa No. 3 (part) (admeasuring approximately 149.00 square meters),
- (viii) Survey No. 116 Hissa No. 6 (admeasuring approximately 350.00, meters),
- (ix) Survey No. 133 Hissa No. 3 (admeasuring approximately 610.0) meters),
- (x) Survey No. 134 Hissa No. 1 (admeasuring approximately 330.00 square meters); and
- (xi) Survey No. 134 Hissa No. 4 (admeasuring approximately 350.00 square meters).

Part C (Description of the said Land)

All those pieces and parcels of land collectively admeasuring approximately 8,219.70 square meters bearing (i) Survey No. 25 Hissa No. 1 (part) (admeasuring approximately 2,705.70 square meters), (ii) Survey No. 26 Hissa No. 9 (admeasuring approximately 704.00 square meters), (iii) Survey No. 110 Hissa No. 1 (part) (admeasuring approximately 661 square meters), and (iv) Survey No. 110 Hissa No. 2 (part) (admeasuring approximately 4,149.00 square meters) of Village Ghodbunder, Taluka and District Thane and in the Registration District and Sub District Thane and now within the limits of Mira Road Municipal Corporation and bounded as follows:

On the North: 18.00 mtr D.P. Road;

by

On the South : 25/2, 110/3, 111/1;

by

On the East by : 26/5, 24/3;

On the West by : 18.00 mtr D.P. Road.

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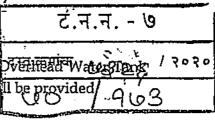
July 1

₹.₹	न. -	THE SECOND SCHEDU	LE HEREINABOVE REFERRED TO:	
दस्त क्रमांक	1328	/२०२९ Meaning of th	ne Terms and Expressions)	
lee 1		Terms/and Expressions	Meaning	
	1.	The Premises	Flat/Unit/Shop No. 1703 admeasuring approximately 25.45 square metres equivalent to approximately 273 square feet carpet area as per RERA on the 17th floor (i.e., Habitable Floor) of the Wing B of the	
	2.	Car Parking Space	Real Estate Project i.e. JP North Aviva. 0 (Nil) no. of open/covered car parking space	
-	3.	The Additional Areas	approximately 3.58 square metres equivalent to approximately 39 square feet	
	4.	The Sale Consideration	Rs.44,56,436.00 (Rupees Forty Four Lakh(s) Fifty Six Thousand Four Hundred Thirty Six Only)	
f		Name of the Account for the Payment of the Sale Consideration	Name of Account: JP INFRA REALTY PRIVATE LIMITED JP NORTH AVIVA RERA 100% ESCROW ACCOUNT Account No.: 57500000050910 Bank Name: HDFC Bank Branch: JVPD Juhu Vile Parle West	
_	6.	Completion Date	30th June 2026	
A STATE OF THE STA		The said Nominee	Name: Relationship with Allottee/s: Address of the said Nominee:	
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		Nathe, Address and E- gmail of the Allottee/s for the Purposes of this Agreement	(1)MINAAZ SULEMAN SHAIKH (2)SULEMAN GHUDUALI SHAIKH 402, Building no 4, Sai Krupa Apt, Malkani Estate, Malad East, Mumbai- 400097	
John Market Control of the Control o	9.	Name, Address and E- mail of the Promoter 1 for the Purposes of this Agreement	JP INFRA REALTY PRIVATE LIMITED (formerly known as SKYLARK REALTORS PRIVATE LIMITED) sales@jpinfra.com 4th Floor, 401 - 402, Viraj Tower, Western Express Highway, Near WEH Metro Station, Andheri (East), Mumbai - 400093.	
	10.	Permanent Account Number	Promoter 1's PAN: AAOCS9607A Promoter 2's PAN No: AAKPJ4325R Allottee/s' PAN: CJTPS3825B Co-Allottee/s' PAN: BKMPS4461A	
	11.	Architects/Licensed Surveyor	Rajesh Khandeparkar, Licensed Surveyor; Urbdes, 437, Hind Rajasthan Building, Dadasaheb Phalke Road, Dadar E, Mumbai - 400014.	
	12.	RCC Consultants	J+W Structural Consultants LLP, Sai Radhe, Office No. 201, 2nd Floor, Behind Hotel Le Meridien, 100-101, Kennedy Road, Pune – 411001.	

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Description of Common Areas, Facilities and Amenities located in the Real Estate Project)

- 1. External Paint: External grade paint.
- 2. Water Tank: R.C.C. Underground Water Tank & Dverffead Water Tank with Domestic Tank, Flushing Tank, Fire Tank shall be provided



- 3. Rain Water Harvesting: Optimum use of rain water rain harvesting system provided as per regulatory authority guidelines.
- 4. Entrance Lobby: Entrance Lobby Area on ground level.
- 5. Typical level Lift Lobby: Lift Lobby/Corridor at typical level.
- 6. Elevator: Thyssen Krupp/Kone/Schindler or equivalent.
- 7. Meter Rooms: as per requirement of regulatory authority.
- 8. Sewage Treatment Plant.
- 9. Organic Waste Composter
- 10. INDOOR AREA
 - Gymnasium
 - · Yoga Studio
 - Indoor games (TT, Carom, Pool Table)
 - Banquet Hall
 - Toddler Zone/ Art & Craft
 - Wi Fi Lounge

11. OUTDOOR AREA

- Amphitheatre seating
- Multiplay Area
- Kids Play Area
- Jogging Track
- Multi-Purpose Lounge.



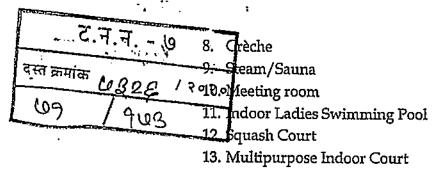
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THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Description of the Common Areas, Facilities and Amenities located in the Larger Land i.e. Larger Development)

- 1. Gym
- 2. Yoga Area
- 3. Café/Library
- 4. Indoor games (TT, Carom, Pool Table)
- 5. Guest Rooms
- 6. Banquet Hall
- 7. Mini Theater

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- 14. Swimming Pool
- Amphitheatre
- Gardens

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Description of the amenities, fittings and fixtures in the said Premises)

- 1. Flooring: Soluble salt Vitrified Tile (600 \times 600mm tiles) in living room, bedroom, and passage & in kitchen.
- 2. All Balcony Area with IPS finish.
- 3. Door: Door frame, door shutter with Skin laminate finish.
- 4. Windows: Powder coated/Anodized aluminum sliding windows.
 - Kitchen Platform: Granite kitchen platform with stainless steel sink, ceramic wall tiles 2' above platform only.
 - Toilet/Bathroom: Concealed plumbing pipes with ESSCO of Jaguar C.P. fittings and sanitary ware. Adequate plumbing points with Geyser point. Open Cistern for flushing.
- 7. Toilet Dado Ceramic Tiles Dado up to 7 feet for Bathroom and up to 2feet for W/C.
- 8. Washbasin without counter for W/C.
- 9. Wiring: Concealed wiring with good quality switches. Provision of telephone point in living room.
- 10. Internal Paint: Distemper Paint in all rooms.

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THE SIXTH SCHEDULE ABOVE REFERRED FO (Schedule of payment of Installments of the Sale Consideration by the Allottee/s. 19 to the Promoter) Rs.1,96,089.00 (Rupees One Part consideration paid as advance payment before 1. Lakh(s) Ninety Six the execution of this Agreement Thousand Eighty Nine Only) Rs.18,09,307.00 (Rupees An amount not exceeding 45% of the Sale Eighteen Lakh(s) Nine Consideration after execution of this Agreement and 2. Thousand Three Hundred simultaneously upon registration Seven Only) Rs.11,14,109.00 (Rupees An amount not exceeding 70% of the Sale Eleven Lakh(s) Fourteen 3. Consideration upon completion of Plinth of the said Thousand One Hundred Building or Wing of the said Premises Nine Only) Rs.11,14,109.00 (Rupees An amount not exceeding 95% of the Sale Eleven Lakh(s) Fourteen 4. Consideration upon completion of the Top Floor Slab Thousand One Hundred of the said Building or Wing of the said Premises Nine Only) The Balance amount at the time of handing over of the possession of the said Premises to the Allottee/s Rs.2,22,822.00 (Rupees Two Lakh(s) Twenty Two 5. on/after receipt of the Occupation Certificate or Completion Certificate with respect to the said Thousand Eight Hundred

THE SEVENTH SCHEDULE ABOVE REFERRED TO

(Other Charges - being the amounts to be paid by the Allottee/s in accordance with this Agreement)

Sr No	(Landiculars)	// ///////////////////////////////////
		Rs.700.00
1	Share Money & Entrance Fee Deposit;	(Rupees Seven
		Hundred Only)

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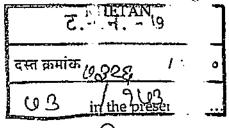
Building

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Twenty Two Only)

SIGNED, SEALED AND DELIVERED by) the within named Promoter 1, i.e., JP) INFRA REALTY PRIVATE LIMITED) (formerly known as SKYLARK REALTORS) PRIVATE LIMITED), through its) Authorised Signatory Mr. VIKASH)





SIGNED AND DELIVERED by the) within named Promoter 2 i.e. MR.) KAMAL OMPRAKASH JAIN, through) their Power of Attorney holder M/s) Skylark Realtors Private Limited (now) known as JP Infra Realty Private Limited),) through its Authorised Signatory Mr.) VIKASH KHETAN





For JP Infra Page Private Limited

Authorized Signatory





in the presence of ...

1.

SIGNED AND DELIVERED by the within named ALLOTTEE/S
MINAAZ SULEMAN SHAIKH

Villelube









through its Authorised Signatory/Partner Mr./Mrs. NIL in the presence of







duth

RECEIVED of and from the within named)
Allottee/s, the sum of Rs.1,96,089.00)
(Rupees One Lakh(s) Ninety Six)
Thousand Eighty Nine Only) towards)
Installments mentioned at Serial No. 1 and)
2 of the Second Schedule hereinabove)
written paid by him/her/it/them to the)
Promoter 1, as mentioned below.	

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Sr. No.	Cheque No.	Date	Bank Name / UTR No.	Amount in Rs.
1	000029	20.02.2020	Bank of Baroda	26,733.00
2	000038	09.09.2020	Bank of Baroda	48,564.00
3	164395	09.09.2020	Union Bank of India	1,20,792.00
			TOTAL	1,96,089.00

We Say Received
For the Promoter 1

Authorised Signatory/ies

Witness:

72

ट.न.न. - ७ दस्त क्रमांक *USDE* /२०२० ७५ /१७२०nnexure"

<u>List of Annexures</u>

: Plan of the Larger Land

Annexure "2" : Disclosed Layout

Annexure "3" : Copy of the RERA Certificate

Annexure "4" : Copy of the Commencement Certificate

Annexure "5" : Copy of the said Title Certificate and the said

Corrigendum

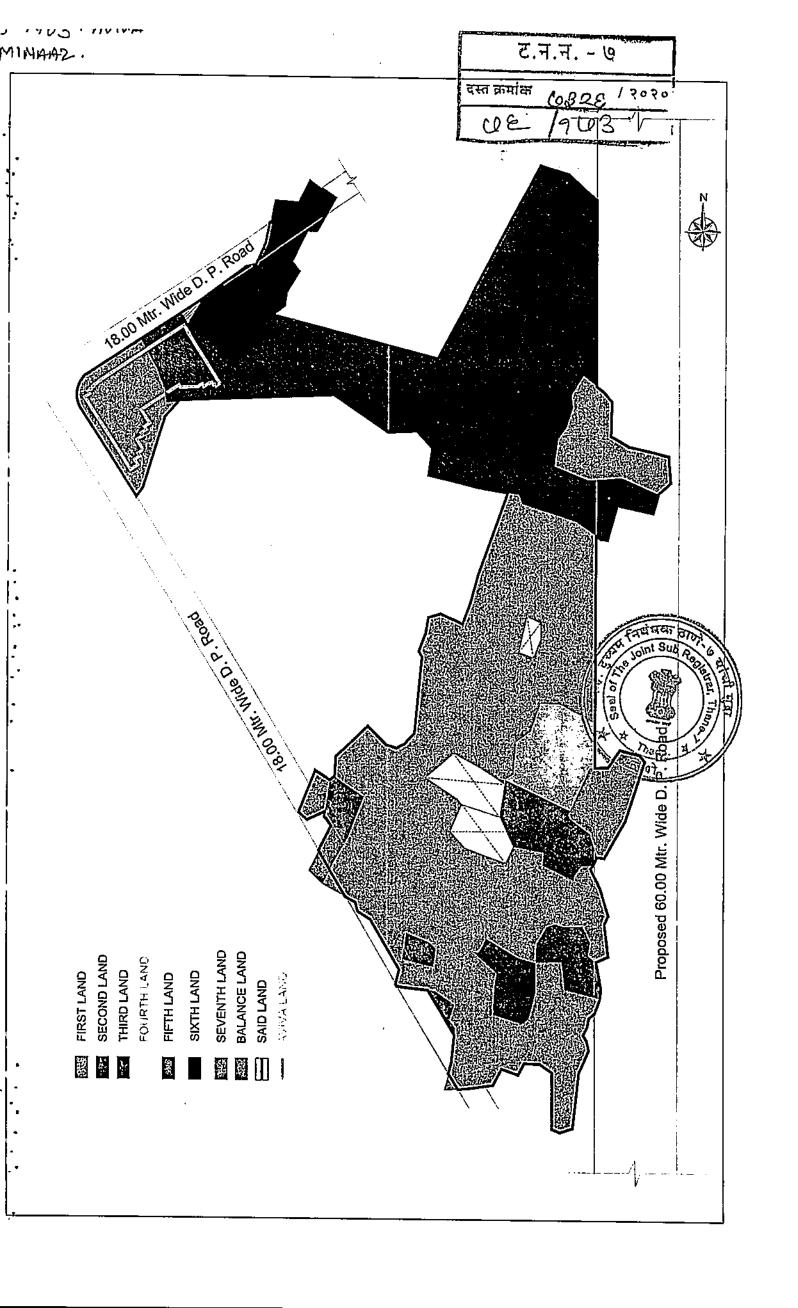
Annexure "6" : Authenticated Copies of the 7/12 Extracts

Annexure "7" : Sanctioned Layout Plan

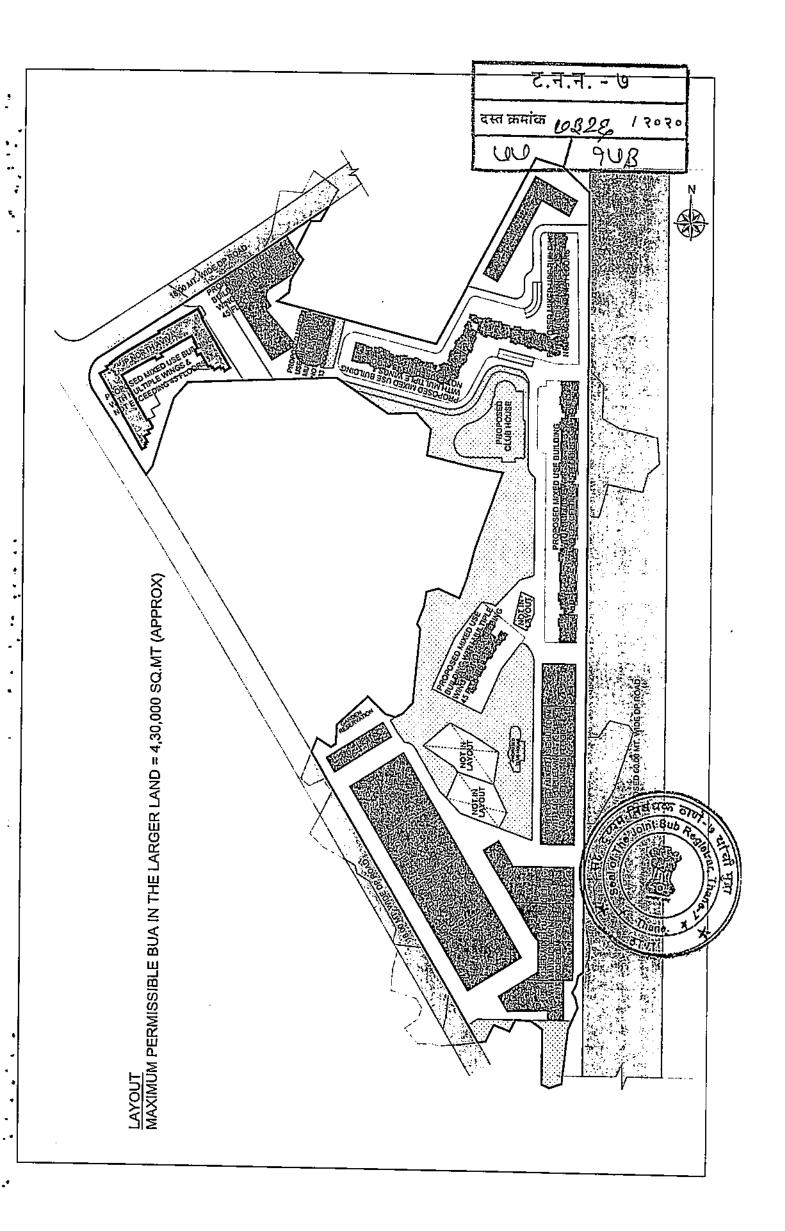
Annexure "8" : Copy of the Sanctioned Floor Plan of the said

Premises





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Maharashtra Real Estate Regulatory Author/tyनमांक 10,3,2%

REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

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[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number : P51700023940

Project: JP North Aviva, Plot Bearing / CTS / Survey / Final Plot No.: Survey Hissa No 25-1 pt 26-9 pt 110-1 pt and 110-2 pt at Village Ghodbunder District and Taluka Thane 401107 at Mira-Bhayandar (M Corp.), Thane, Thane, 401107;

- 1. Jp Infra Realty Private Limited having its registered office / principal place of business at *Tehsil: Andheri, District:*Mumbal Suburban, Pin: 400093.
- 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;

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 14/01/2020 and ending with 30/06/2026 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.

· The promoter shall comply with the provisions of the Act and the rules and regulations made there under

That the promoter shall take all the pending approvals from the competent authorities

If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary actions
promoter including revoking the registration granted herein, as per the Act and the rules and regulations
under.

Signature valid Digitally Signed by Dr. Vaşant/Premanand Prabhu (Secretary, MahaRERA) Date:28-06-2020 13:05:43

Dated: 18/05/2020 Place: Mumbal

Signature and seal of the Authorized Officer Maharashtra Real Estate Regulatory Authority ट्रान्मःमः ७३२६ : / २०२० दस्त क्रमांक ७३२६ : / २०२०

् मिरा भाईदर् महानगरपालिका मुख्य कार्या<u>नग्र</u>ुक्काईदर (प.),

छत्रपती शिवाजी सहाराज्य मार्गी ता जाणे - 401 101

जा.क्र. मिभा्र मनपा / नर <u>विश्व ८० / २०५</u>८ -२०

दिनांक - ८४ १९ १८०९ ट

प्रति,

अधिकार पत्रधारक - में, स्कायलांके रिअलटर्स प्रालि.

द्वारा- सल्लागार अभियता - में अविडीज

विषय: - मिरा आईदर महानगरपालिका क्षेत्रातील मीजे - <u>घोडबंदर</u> सर्वे क्र.! हिस्सा क्र. 21/2अपे.: 21/2वीपे., 22/2.5. 24/3. 25/1. 26/5.8(पे.).9. 110/वि. 112/2पे.. 113/2. 116/वि.8.9. 117/1.3. 4.5.6. 118/2.3.4.5.7.8. 125/2.34.5.6.7. 126/1 ते 6. 127/वि.3.5. 133/वे.2.3.4.7. 134/2.3.536.8. 148/2. 113/1. 114/1.3.4.6. 132/3. 133/6.8. 20/4वी.8पे.. 22/1वी. 22/1सी. 22/3. 110/2पे. 116/4.5.7. 124/2.3. 127/2. 128/53/5वपे.. 133/5. 148/1 या जागेतील नियोजित बांधकामास नकाशे मंजुरीसह सुधारीत बांधकाम प्रारंभपत्र मिळणेवाबत.

संदर्भ :- 1) आपला दि:25/11/2019 रोजीचा प्रस्ताव:

- 2) मे. सक्षम प्राधिकारी नागरी संकुलन ठाणे यांचेकडील आदेश क्र.यु.एल.सी:/टिए/घोडवंदर/एसआर-30/42, दि:20/12/2010 अन्वयेचे पन व यु.एल.सी. विभागाकडील कलम 10(3) 10(5) ची कार्यवाही झालेली नसलेवाबत रू.500/- चे दि.19/11/2019 रोजीचे बंधपन
- 3) <u>मा. जिल्हाधिकारी ठाणे यांचेकडील अकृषिक परवानगी आदेश क्र.</u> महस्तुल/क-1/टे-7/एनएपी/एसंआर-126/93 दि.29/10/1993,
- 4) तहसीलदार, ठाणे यांचेकडील पेत्र के. महस्तुल/क-1/टे-2/जमिनवाव/कावि-8502/एसआर-तह-85/2016 दि:06/06/2016, महस्तुल/क-1/टे-2/जमिन बाब/कावि/8504/एसआर-तह-84/2016 दि:06/06/2016, महस्तुल-1/टे-2/जमिन बाब/कावि-7513/एसआर-76/2016 दि:01/06/2016 अन्वये विनिश्चिती दाखला.

5) तहसीलदार ठाणे यांचेकडील पत्र कः महसूल/क-1/टे-2/जमिनबाव/कांचि/ 12517/2017. दि.31/07/2017 अन्वरीचा रुपांतरील कर भरणा दांखला

स.क. 26/5 करिता दि.27/03/2018, स.क. 134/3 करिता दि.21/03/2018, स.क. 126/6, 125/3 करिता दि.31/01/2018 रोजीची रुपांतरीत कर अरणा पावती. पर्यावरण विभागाचे पत्र क्र.एफ.नं.21-3/2016-IA-III दि.19/09/2017 अन्वये नाहरकत दाखला

Directorate of Maharashtra fire service पत्र क. MFS/51/2019/461, दि.07/06/2019 अन्वये नाहरकत देखिला.

9) <u>या कार्योलयाचे पन्न क्र. मिभा/मनपा/नर/1834/2017-18 दि.09/08/2017 अन्वयेची</u> स्धारीत बांधकाम प्रवानगी.

- 10) <u>या कार्यीलयाचे पत्र क. मिमा/मॅनेपा/नर/5532/2018-19: दि:21/12/2018</u> अन्वरोची सुधारीत बांधकामि परवानगी.
- 11) <u>या कार्यालयाचे पत्र क्र. मिंभा/मनपा/नर/6758/2018-19, दि.16/02/2019</u> अन्वयेची:वांधकाम परवानगी.
- 12) <u>या कार्यालयाचे पत्र क्र. मिक्षा/मनपा/नर/7183/2018-19. दि.12/03/2019</u> अन्वयेची: बांधकाम परवालगी:
- 13) <u>या कार्यालयाचे पत्र क्र. मिभा/मनपा/नर/3758/2019-20, दि 24/10/2019</u> अन्वरोची बांधकाम परवानगी.
- 14) <u>या कार्यालयाचे पत्र कं. मिभा/मनपा/नर/4114/2019-20 दि.22/11/2019 अन्वयेची</u> बार्यकाम परवानगी.
- 15) दि.23/09/2018 व दि.24/06/2019 रोजीचे हमीपत्र.



: बांधकाम प्रारंभपन :- (इमारत क. 93) 9बी, 9सी व 9 डी कम्युनिटि सँक वाक्स । करिता) (जोत्याच्या मुर्यादित)

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महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 च्या कलम 44, 45 अन्वये व मुंबई प्रांतिक महानगरपालिका अधिनियम 1949 चे कलम 253 ते 269 विकास कार्य करण्यासाठी / प्रारंभपत्र मिळण्यासाठी आपण विनंती केले नुसार मिरा भाईदर महानगरपालिका क्षेत्रातील मौजे - <u>घोडबंदर</u> सि.स.नं./सर्वे क्र<u>./हिस्सा क्र. 21/2भेपे.. 21/2बीपे.. 22/2.5. 24/3, 25/1,</u> 26/5,8(年),9, 110/1年, 112/2年, 113/2, 116/1,8,9, 117/1,3, 4,5,6, 118/2,3,4,5,7,8, 125/2,3,4,5,6,7, 126/1 計 6, 127/1,3,5, 133/1,2,3,4,7, 134/2,3,537,8, 148/2, 113/1, 114/1,3,4,6, 132/3, 133/6,8, 20/4बी,8पै., 22/1बी, 22/1सी, 22/3, 110/2पै.,116/4,5,7, 124/2,3, 127/2, 128/53:5वपै., 133/5, 148/1 या जुमिनीतील सुधारित रेखांकन व इमारतीचे बांधकाम नकाशांस खालील अटी व शर्तीचे अनुपालन आपणाकडून होण्याच्या अधीन राहून ही मंजूरी देण्यात येत आहे.

- सदर भुखंडाचा वापर फक्त बांधकाम नकाशात दर्शविलेल्या <u>रहिवास + वाणिज्य</u> वापरासाठीच करण्याचा आहे.
- 2) सदरच्या बांधकाम परवानगीने आपणास आपल्या हक्कात नसलेल्या जागेवर कोणतेही बांधकाम करता येणार नाही.
- मंजूर नकाशाप्रमाणे जागेवर प्रत्यक्ष मोजणी करुन घेणेची आहे व त्यांची तालुका 3) निरीक्षक भूमि अभिलेख, ठाणे यांनी प्रमाणीत केलेली नकाशाची प्रत या कार्यालयाच्या अभिलेखार्थ दोन प्रतीमध्ये पाठविणेची आहे व त्यास मंजूरी घेणे आवश्यक आहे.
- सदर भूखंडाची उपविभागणी महानगरपालिकेच्या पूर्वपरवानगी शिवाय करत्री भारती विकसीत करण्यासाठी इतर

विक्रासम्बर्भास अधिकार दिल्यास / विकासासाठी प्राधिकृत केल्यास दुय्यम 🕺

विकारिकामी मंजूर बांधकाम नकाशे व चटईक्षेत्राचे व परवानगीत नमुद अटी व श्रिती क्रिंज़ि किल्यास / पालन न केल्यास या सर्व कृतीस मुळ विकासक व वास्तुेि दूर

म्बब्दिहर्र राहील.

- 💯 जागेच्या आजुबाजुला जे पुर्वीचे नकाशे मंजूर झाले आहेत त्याचे रस्ते हे सदर 5) नकाशातील रस्त्याशी प्रत्यक्ष मोजणीचे व सिमांकनाचे वेळी सुसंगत जुळणे आवश्यक आहे. तसेच या जागेवरील प्रस्तावीत होणा-या बांधकामास रस्ते संलग्नित ठेवणे व सार्वजनिक वापरासाठी खुले ठेवणेची जबाबदारी विकासक / वास्तुविशारद / धारक यांची राहील. रस्त्याबाबत व वापराबाबत आपली / धारकांची कोणताही हरकत असणार
- नागरी जमीन धारणा कायदा 1976 चे तरतुदींना व महाराष्ट्र जमीन महसूल 6) अधिनियमाच्या तरतुदीस कोणत्याही प्रकारची बाधा येता कामा नये व या दोन्ही कायद्यान्वये पारित झालेल्या व यापुढे वेळोवेळी होणाऱ्याः सर्व आदेशाची अंमलबजावणी करण्याची जबाबदारी विकासक व वास्तुंविशारद इतर धारक यांची राहील.
- रेखांकनात / बांधकाम नकाशात इमारतीचे समोर दर्शविण्यात / प्रस्तावित करण्यात 7) आलेली सामासिक अंतराची जागा ही सार्वजनिक असून महानगरपालिकेच्या मालकीची राहील व या जागेचा वापर सार्वजनिक रस्त्यासाठी / रस्ता रुँदीकरणासाठी करण्यात येईल. याबावत अर्जदार व विकासक व इतर धारकांचा कोणताही कायदेशीर हक्क असणार नाही.

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दस्त क्रमांक 1982 रिउ२० सनमा निता को धर्मा निर्माण को धर्मा अर्जदार, विकासक, वास्तुविशारद, धारक व प्रिक्रियोत व्यक्ती जवाबदार राहतील. तसेच वरील जागेस पाँच मार्ग उपलब्ध असल्याची व जागेच्या हदी जागेवर प्रत्यक्षपणे जुळविण्याची जेबाबदारी अर्जदार, विकासक, वास्तुविशारद यांची राहील. यामध्ये तफावत निर्माण झाल्या झाल्यास सुधारीत मंजूरी धेणे क्रमप्राप्त आहे.

- 9) मंजूर रेखांकनातील रस्ते, ड्रेनेज, गटारे व खुली जागा (आर.जी.) अर्जदाराने / विकासकाने महानगरपालिकेच्या नियमाप्रमाणे पूर्ण करून सुविधा सार्वजनिक वापरासाठी कायम स्वरुपी खुली ठेवणे बंधनकारक राहील.
- 10) मंजूर रेखांकनातील इमारतीचे नियमावलीनुसार जोत्याचे प्रमाणपत्र प्राप्त केल्याशिवाय उर्वरीत बांधकाम करण्यात येऊ नये.
- 11) इमारतीचे उद्वाहन, अग्निशमन तरतुद, पाण्याची जिमनीवरीसल व इमारतीवरील अशा दोन टाक्या, दोन इलेक्ट्रीक पंपसेटसह तरतूद केलेली असली पाहिजे.
- 12) महानगरपालिका आपणास बांधकामासाठी व पिण्यासाठी व इतर कारणासाठी पाणीपुरवठा करण्याची हमी घेत नाही. याबाबतची सर्व जवाबदारी विकासक / धारक यांची राहील. तसेच सांडपाण्याची सोय व मलविसर्जनाची व्यवस्था करण्याची जवाबदारी विकासकाची / धारकाची राहील. तसेच बांधकाम सुरु करतेवेळी बांधकाम संपेपर्यंत तेथील बांधकाम कामगारांसाठी आवश्यकतेप्रमाणे पुरेशा शौचालयाची व पाळणाघराची व्यवस्था करणे आपणावर वंधनकारक राहिल.
- 13) अर्जदाराने स.ज. / हि.ज. मौजे, महानगरपालिका मंजूरी, बिल्डरचे नाव, आर्किटेक्टचे नाव, अकृषिक मंजूरी व इतर मंजूरीचा तपशील दर्शविणारा फलक प्रत्यक्ष जागेवर लावण्यात आल्यानंतरच इतर विकास कामास सुरुवात करणे बंधनकारक राहील. तसेच सर्व मंजूरीचे मुळ कागदपत्र तपासणीसाठी / निरीक्षणासाठी जागेवर सर्व कालावधीसाठी उपलब्ध करून ठेवणे ही वास्तुविशारद व विकासक यांची संयुक्त जबाबदारी आहे. अशी कागदम्बे जागेवर प्राप्त न झाल्यास तातडीने काम बंद करण्यात येईल:

मिन्स खाकुनातील इमारतीचे बांधकाम करण्यापुर्वी मातीची चांचणी (Soil Test)

प्रक्रिम व वांधुकामाची जागा भूकंप प्रवण क्षेत्राचे अनुषंगाने सर्व तांत्रिक बाबी विचारात घटना है (Specifically earthquake of highest intensity in seismic zone should be considered) आर.सी.सी. डिझाईन तयार करून संबंधील सक्षम अधिकायांची मंजूरी घेणे. तसेच इमारतीचे आयुष्यमान, वापर, बांधकाम चालू साहित्याचा दर्जा व गुणवत्ता व अग्नि क्षमण व्यवस्था याबाबत नॅशनल बिल्डींग कोड प्रमाणे तरतुदी करून कार्यान्वीत करणे तसेच बांधकाम चालू असतांना तांत्रिक व अतांत्रिक कार्यवाही करून त्याची पालन करण्याची जबाबदारी अर्जदार, विकासक, स्ट्रक्चरल अभियंता,

रेखांच्यातील जागेत विद्यमान झाडे असल्यास तोडण्यासाठी महानगरपालिकेची व इंडिंग विभागांची पूर्व मंजूरी प्राप्त करणे बंधनकारक आहे. तसेच खुल्या जागेत वेह्यारोयण करण्यात यावे.

मंद्र्र बांधकाम नकाशे व जागेवरील बांधकाम यामध्ये तफावत असल्यास नियमावलीनुसार त्वरीत सुधारीत बांधकाम निकाशांना मंजूरी घेणे बंधनकारक आहे अन्यथा है बांधकाम मंजूर विकास नियंत्रण नियमावलीनुसार अनाधिकृत ठरते त्यानुसार उक्त अनाधिकृत बांधकाम तीडण्यांची कार्यवाही करण्यात येईल.

17) बांधकाम साहित्य रस्त्यावर व सार्वजनिक ठिकाणी ठेवता येणार नाही. याबावतचे उल्लंघन झाल्यास महानगरपालिकेकडून आपणाविरुद्ध दंडात्मक कार्यवाही करण्यात येईल.

18) इमारतीचे बांधकामाबाबत व पुर्णत्वाबाबत नियमावलीतील वाव क्र. 43 ते 46 ची काटेकोरपणे अंमलबजावणी करण्याची संपुर्ण जबाबदारी विकासक, वास्तुविशास्ट्र, स्ट्रक्चरल अभियंता, बांधकाम पर्यवेक्षक व धारक यांची राहिल.

- 19) महानगरपालिकेने मंजूर केलेले बांधकाम नकाशे व वांधकाम प्रारंभपा रह्म करण्याची कार्यवाही प्र खालील बावतीत करण्यात येईल व मुंबई प्रांतिक महानगरपालिका आधानियम 1949 व । २०२० महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 च्या तरतूदीनुसार संबंधिताविकान विहास कार्यवाही करण्यात येईल.
 - 1) मंजूर वांधकाम नकाशाप्रमाणे बांधकाम न केल्यास.
 - 2) मंजूर बांधकाम नकाशे व प्रारंभपत्रातील नमुद सर्व अदी व शर्तीचे पालन होत नसल्याचे निदर्शनास आल्यास.
 - 3) प्रस्तावित जागेचे वापरात महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 व इतर अधिनियमान्वये प्रस्तावाखालील जागेच्या वापरात बदल होत असल्यास अथवा वापरात बदल करण्याचे नियोजित केल्यास.
 - 4) महानगरपालिकेकडे सादर केलेल्या प्रस्तावात चुकीची माहिती व विधी ग्राह्यता नसलेली कागदपत्रे सादर केल्यास व प्रस्तावाच्या अनुषंगाने महानगरपालिकेची दिशाभूल केल्याचे निदर्शनास आल्यास या अधिनियमाचे कलम २५८ अन्वये कार्यवाही करण्यात येईल.
- 20) प्रस्तावित इमारतीमध्ये तळ मजल्यावर स्टिल्ट (Stilt) प्रस्तावित केले असल्यास स्टिल्टची उंची मंजूर बांधकाम नकाशाप्रमाणे ठेवण्यात यावी व या जागेचा वापर वाहनतळासाठीच करण्यात यावा.
- 21) मंजूर विकास योजनेत विकास योजना रस्त्याने / रस्ता रुंदीकरणाने बाधीत होणारे क्षेत्र 24898.75 चौ.मी. महानगरपालिकेकडे हस्तांतर केले असल्याने व ह्या हस्तांतर केलेल्या जागेच्या मोबदल्यात आपणास अतिरिक्त चर्ड्क्षेत्रांचा लाभ / मंजूरी देण्यात आली असल्याने सदरचे क्षेत्र कायमस्वरुपाची खुले, मोकळे, अतिक्रमणविरहीत ठेवण्याची जबाबदारी विकासकाची राहील. तसेच या जागेचा मालकीहक्क इतरांकडे केणत्याही परिस्थितीत व केव्हाही वर्ग करता येणार नाही. तसेच या क्षेत्राचा इरतांकडून मोबदला आपणास इतर संबंधितास व धारकास स्विकारता येणार नाही.

22) मंजूर बांधकाम नकाशातील 15.00 मी. पेक्षा जास्त उंचीचे इसारतीचे अग्निशमन दूर्वप्रस्थवात् सक्षम अधिका-याचे ' नाहरकत प्रमाणपत्र ' सादर करणे बंधनकारक

मंजूरे रेखिंकूनाच्या जागेत विद्यमान इमारत तोडण्याचे प्रस्तावित केले असल्यास विद्यमान वीधुक्रीम क्षेत्र महानगरपालिकेकडून प्रमाणीत करन घेतल्यानंतर विद्यमान इमारते तेडून स्विन बांधकामास प्रारंभ करणे बंधनकारक आहे.

24) प्रस्तावातील इमारतीचे बांधकाम पूर्ण झाल्यानंतर नियमाप्रमाणे पूर्ण झालेल्या इमारतीस वापर परवाना प्राप्त करन घेणे व तद्नंतरच इमारतीचा वापरासाठी वापर करणे अनिवास अमहानगरपालिकेकडून वापर परवाना न घेता इमारतीचा वापर चालू असल्याचे निवर्ण आल्यास वास्तुविशारद, विकासक व धारक यांच्यावर व्यक्तिशः कायदेशीर कार्यवाही कर्ण येईल.

25) या मंजूरीची मुदत एक वर्षापर्यंत राहीले. तद्वांतर महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 चे तरत्दीनुसार विहीत कालावाधीसाठी नुतनीकरण करण्यात येईल अन्यथा सदरची मंजूरी कायदेशीरिंत्या आपीआप रद होईल.

- 26) सदरच्या आदेशातील अटीः व शर्तीचे पालन करणेची जनाबदारी अधिकारप्रच्यारक, बांधकाम पर्यवेक्षक, वास्तुविशारद, स्ट्रक्चरल अभियंता व धारक यांची राहील.
- 27) सदर जागेच्या मालकीबाबत व न्यायालयात दावा प्रलंबित नसल्यावाबत आपण प्रतिज्ञापत्र दि.06/06/2019 रोजी दिलेले आहे. याबाबत काहीही विसंगती आढळून आल्यास दिलेली परवानगी रह करण्यात थेईल.
- 28) सदर जागेच्या मालकीहक्कावाबत जागेच्या हदीबावत मा. न्यायालयीन दाव्याबावत व पोहोंच रस्त्याबावत सर्वस्वी जबावदारी विकासकांची राहणार असून त्याबावत महानगपालिका जबाबदार राहणार नाही. तसेच याबाबत कोणत्याही प्रकारची विसंगती आढळल्यास सदर परवानगी रद्द समजणेत येईल.

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मिभा/मनपा/नर/5532/2018-19. दि:21/:12/2018, पत्र क्र. मिभा/सनपा/नर दि:16/02/2019, पत्र क्र. मिभा/मनपा/नर/7183/2018-19, दि:12/03/2019

व पत्र क्र.मिंभा/मनपा/नर/4114/2019-20 दि.22/11/2019 अन्वये यासीवतच्या मंजूर रेखांकनात् प्रस्तावित केलेल्या इमारतीचे बांधकाम खालीलप्रमाणे मर्यादीत ठेवून त्यानुसार कार्यान्वीत करणे बंधनकारक राहिल.

30) सदर परवानगीन्वये खालीलप्रमाणेच्या इमारतीसाठी रेखांकन नकाशांना प्रस्तावित High Rise Committee च्या मान्यतेकरिता तत्वतः मंजूरी देण्यात येत आहे.

अ.क्र.	इमारतीचे	संख्या	तळ + मजले	प्रस्तावित बांधकाम
	नांव / प्रकार			क्षेत्र (चौ.मी.)
1	9अं,बी,सी	-,	पार्ट तळ + 1 पार्ट पोडियम + 2 ते 31	35762.83
2	9डी	֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓	पार्ट तळ + 1 पार्ट पोडियम + 2 ते 30	33702.83

31) खालील प्रमाणेच्या इमारतीसाठी सद्यस्थितीत त्यासमोर दर्शविल्याप्रमाणे बांधकाम परवानगी देण्यात येत आहे.

अ.क्र.	इमारतीचे	संख्या	तळ + मजले	प्रस्तावित बांधकाम
	नांव / प्रकार			क्षेत्र (चौ.मी.)
1	9अं,वी,सी		पार्ट तळ + 1 पार्ट पोडियम + 2 ते 23	26774.24
2	9डी	1 1	पार्ट तळ + 1 पार्ट पोडियम + 2 ते 23	20/74.24
3	कम्युनिटी हॉल	1	पार्ट तळ	65.13
4	क्लब हाऊस	1	तळ + 1 (Free of FSI)	
			एकूण बांधकाम क्षेत्र	26839.37 चौ.मी. \

32) सामूर्वी पत्र क्र<u>मनपानिर/3758/2019-20, दि.24/10/2019</u> अन्वये (इमारत-क्र.9. च्या

विद्विद्विप्यात आलेली मंजूरी रह करण्यात येत आहे.

जीमोवर रेह्न वॉटर हार्वेस्टींगची व्यवस्था करणे तसेच त्याबाबतची युंजणा स्वृतंत्र आर्वेहरूटॅक चेव प्लंबींग लाईनसह कार्यान्वीत ठेवणे व त्याबाबत पाणीपुरवंठा विभागानुक्कील प्रमाणपत्र सादर करणे बंधनकारक राहिल.

सस्तावित इमारतीसाठी भोगवटा दाखल्यापूर्वी प्रती सदिनका 100 लिटर या क्षमतेची सीर उर्जा वरिल पाणी गरम करण्याची व्यवस्था (सोलार वॉटर हिटींग सिस्टीम) बसवून कार्यान्वीत करणे व त्याबाबत सार्वजनिक बांधकाम विभागाकडील नाहरकत दाखला सादर करणे आपणावर बंधनकारक राहिल.

भोगवटा दाखल्यापूर्वी वृक्ष प्राधिकरणांकडील नाहरकत दाखला सादर करणे बंधनकारक राहिल. अभागवटा दाखल्यापूर्वी अग्निशमन विभागांकडील तातपूरता नाहरकत दाखल्यामधील द्वीवीशर्तीची पूर्तता करून अंतिम नाहरकत दाखला सादर करणे बंधनकारक राहिल.

मा. जिल्हाधिकारी, ठाणे यांचेकडील अकृषिक परवानगीच्या आदेशामधील अटीशर्तींची पूर्वता करणे आपणावर बंधनकारक राहिल.

सदरची सुधारीत बांधकाम परवानगी 70.00 मी. उंचीच्या मर्यादित असून 70.00 मी. उंचीवरील बांधकाम बांधकामासाठी प्रस्तावित High Rise Committee ची मान्यता घेवून, जर High Rise Committee ने बदल सुचिवले तर त्याप्रमाणे पूर्तता करणेसह सुधारित नकाशे सादर करून मंजूरी प्राप्त करून घेणे आपणावर बंधनकारक राहिल.

39) सदर वांधकाम प्रारंभपत्रान्वये 70.00 मी. पर्यंतच्या मर्यादित असून त्यावरिल उंचीसाठी प्रस्तावित High Rise Committee च्या मान्यतेसाठी तत्वतः मान्यता देत आहे.

- 40) यासोबतच्या मंजूर नकाशाच्या आधारे High Rise Committee साठी पूर्वबांधीलकी .नं. ७ गृहित धरता येणार नाही. तसेच सदर बाबतीत High Rise Committee क्रिकेटिंग मुहुट / २०२० निर्णय अंतिम राहिल.
- 41) दि:23/09/2018 रोजी विकासकाने सादर केलेल्या प्रस्तावित तलासी हायवेने वासील नागरी सुविधा क्षेत्राखालील जागेचे क्षेत्र धुलगती महामार्ग प्राधिकरणामार्फत संपादित केल्यास नागरी सुविधा क्षेत्राची सुयोग्य आकाराची जागा मंजूर रेखांकनात इतरत्र स्थलांतरित करून देण्याबाबत हमीपत्राचे पालन करणे आपणावर बंधनकारक राहिल.
- 42) या मंजूर रेखांकनातील जागेवर मंजूर विकास योजना रस्त्याने / रस्ता रंदीकरणाने बाधीत होणारे क्षेत्र (24898.75 चौ.मी.) व आ.इ. 325 (बगीचा) क्षेत्र (841.76 चौ.मी.) व आ.इ. 326ए (बगीचा), क्षेत्र (124.45 चौ.मी.) व आ.इ.326 (ट्रक टर्मिनल), क्षेत्र (2491.10 चौ.मी.) यापुर्वी नोंदणीकृत करारनाम्यासह मिरा भाईदर महानगरपालिकेस हस्तांतरीत केले असून या मंजूर रेखांकनातील नागरी सुविधा क्षेत्र (Amenity Open Space), क्षेत्र (3150.37 चौ.मी.), इमारत इ. 9 च्या जोत्याच्या दाखल्यापुर्वी नोंदणीकृत करारनाम्यासह मिरा भाईदर महानगरपालिकेस हस्तांतरीत करन सदरच्या वरील सर्व जागांचे मालकीहक्क महसूल अभिलेखी मिरा भाईदर महानगरपालिकेच्या नावे झालेबाबतचे निर्विवाद 7/12 उतारे सादर करणे आपणावर वंधनकारक राहील.

43) या जागेवरील प्रस्तावित बांधकामाकरिता पर्यावरण विभागाकडील सुधारीत नाहरकत परिवर्ता रहार्द्यवित इमारत क. 9 च्या जोत्याच्या दाखल्यापुर्वी सादर करणे व त्या पुरुष्ठातील अद्भित् शर्तीचे पालन करणे आपणावर बंधनकारक राहील.

भाइति निर्देशिती TPS-1816/CR-443/16/RP Directives/UD-13, dt.13/04/2017 मधील अद्वीशितीचे पालन करणे बंधनकारक राहिल.

- 45) भोगवटा देखिलापूर्वी प्रस्तावाखालील जागेबाबत मा. जिल्हाधिकारी, ठाणे यांचेकडील समद सादर करणे आपणावर बंधनकारक राहिल.
- 46) महाराष्ट्र प्रांतिक महानगरपालिका अधिनियम 1949 चे कलम 263 अन्वये भोग्वटा दाखला घेणे आपणावर बंधनकारक राहिल.
- 47) सदरच्या जागेवर वांधकामासाठी 200 पेक्षा जास्त वांधकाम कामगार असल्यास काम करणा या वांधकाम कामगारांसाठी महाराष्ट्र इमारत व इतर वांधकाम कामगार कल्याणकारी मंड्रित यांचेमार्फत रावविण्यात येणाऱ्या योजना, त्यासाठीचे अर्ज, त्यासंबंधी इतर आवश्यक महिता तसेच पात्र वांधकाम कामगारांची नोंदणी करिता आवश्यक प्रक्रिया नोंदणी, नुत्वप्रकर्णी, बांधकाम कामगारांचे वंक खाते उधडणे इत्यादी सर्व प्रकारची संबंधित कामे कर्योसाठी Facilitation Centre उभारणे वंधनकारक राहित.
- 48) सदर जागेमध्ये इमारतींचे बांधकाम सुरु करतांना बांधकामाच्या अनुषंगीक कामामुळे सभीवतालच्या इमारतींना / बांधकामांना / रहिवाश्यांना त्रास होणार नाहीं किंवां जिवीत वा वित्त हानी होणार नाही याची खबरदारी घेणेची सर्वस्वी जवाबदारी विकासक / वास्तुविशारद, स्ट्रक्चरल इंजिनिअर / साईट सुपरव्हाईजर यांची राहणार असून त्यासाठी महानगरमातिका जबाबदार राहणार नाही.
- 49) सदर गृहर्सकुलातील रहिवाश्यांसाठी यापुर्वीचे मंजूरी पत्र क्र. मिभा/मनपा/नर/6758/2018-19, दि:16/02/2019 वगळून 12 टन क्षमतेच्या जैविक खत निर्मीती प्रकल्प उभारून कार्यान्वीत करणे आपणावर वंधनकारक राहील.
- 50) इमारत पूर्ण झाल्यानंतर बांधकाम परवानगी मधील नमुद्र अटी व शर्तीचे पालन केल्याशिवाय बांधकाम पूर्णत्वाचे प्रमाणपत्र व भोगवटा दाखला देण्यात येणार नाही. अटींची पूर्तता न केल्यास महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 व मुंबई प्रांतिक महानगरपालिका अधिनियम 1949 अन्वये विकासकावर गुन्हा नोंद करन पुढील कार्यवाही करण्यात येईल.

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शासनास हस्तांतरीत करावयाच्या सदनिका शासनास हस्तांतरीत करन त्याबाबतच्या नाहरकत 51)~ दाखल्यासहः शासनाच्या इतर विभागाकडील आवश्यकः नाहरकत दाखले / परवानग्या प्राप्त करन घेणेची सर्वस्वी जबाबदारी विकासक व वास्तुविंशारद यांची राहिल.

सदर जागेमध्ये माती भरणी किंवा खोदकाम करणेसाठी संबंधित महसूल 52) प्राधिकरणाकडून परवानगी घेणे व त्याअनुषंगींक आवश्यक शुल्काचा भरणा करणे बंधनकारक राहिल.

- मंजूर विकास नियंत्रण नियमावलीमधील तरत्दीप्रमाणे आवश्यक वृक्ष लागवड करणे 53)
- सदर जागेबाबत शासन निर्देशाप्रमाणे आवश्यक असणा-या परवानग्या / नाहरकत 54) दाखले प्राप्त करून घेणेची जवाबदारी विकासकाची राहिल.
- सदर प्रकल्पासाठी निर्माण होणा-या घनकच-याची विल्हेवाट लावण्यासाठी घनकचरा 55) व्यवस्थापन आणि मलनिस्सारण करणेची सर्वस्वी जबाबदारी विकासकाची राहिल.
- मोकळ्या जागेच्या कराचा भरणा प्रत्येक वर्षाच्या आर्थिक वर्षामध्ये भोगवटा दाखला 56) प्राप्त दिनांकापर्यंत भरणा करणे आपणावर बंधनकारक राहिल. कराचा भरणा न केल्यास आपणावर पुढील कायदेशीर कार्यवाही करण्यात येईल.
- भोगवटा दाखल्यापुर्वी शासन अधिसुचना क्र. टिपीएस-1218/2710/प्र.क्र.117/18, नवि-57) 12, दि.06/10/2018 प्रमाणे सदर जागेमध्ये आवश्यक क्षमतेचा सांडपाणी प्रक्रिया व पुर्नवापरासाठीचा प्रकल्प उभारन कार्यान्वीत करणे बंधनकारक राहिल.

जा.क्र. मनपा / नर /४९९२/८०९८ - ५०

दि. व 6199 1409e मिरा भाईदर महानगरपालिका

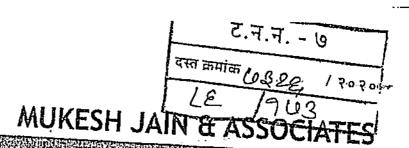
प्रत - माहितीस्तव व पुढील कार्यवाहीस्तव

१) विभाग प्रमुख अतिक्रमण तथा अनाधिकृत बांधकाम नियंत्रण विभाग

२) कर निर्धारक व संकलक अधिकारी







Mukesh Jain

`.Jaswant Khatodiya

Divya Kundnani

· Hitesh Jain

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Email: advmukeshjair(@gmail.com

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TO WHOMSOEVER IT MAY CONCERN

CORRIGENDUM

This is with reference to our Title Certificate dated 24th December, 2019, wherein we have certified the title of our clients, namely JP Infra Realty Private Limited (Formerly known as Skylark Realtors Private Limited) having its registered office at 4th Floor, Viraj Towers, Western Express Highway, Near WEH Metro Station, Andheri (East), Mumbai – 400 093 ("Developer") in respect of the said Property i.e All that plece and parcel of lands bearing (i) Survey No.25, Hissa No.1 (part) admeasuring 3252 sq. mtrs (ii) Survey No.26, Hissa No.9 (part) admeasuring 704 sq. mtrs (iii) Survey No.110, Hissa No.1 (part) admeasuring 661 sq. mtrs & (iv) Survey No.110, Hissa No.2(part) admeasuring 4149 sq. mtrs, all situate, lying and being at village Ghodbunder, Taluka and District Thane and in the Registration District and Sub-District Thane and now within the limit of Mira Bhayander Municipal Corporation. It is to be informed to all concern that the following documents were inadvertently remained to be mentioned in our Title Certificate.

Hence, the following correction may please be noted by all the concern.

The TDR/FSI purchased and utilized for the said Building as per duly apprincludes the followings:

a) By and under an Agreement dated 18th July, 2018, registered in the office of the Joint Sub-Registrar, Thane-1 under Sr. No. TNN1/10855/2018 dated 18th July, 2018 executed by and between Manoj Purohit (the Vendor therein), Skylark Realtors Private Limited (Now known as JP Infra Realty Private Limited) (the Purchaser therein and Developer herein), and Mr. Shishir Agarwal (the Confirming Party therein), the Vendor therein irrevocably with a confirmation of the Confirming Party therein agreed to grant and assign the



ट.न.न. - ७ दस्त क्रमांक ७३२६ / २०२० ८७ / १७३

MUKESH JAIN & ASSOCIATE

Setback/TDR/FSI/road widening FSI of the very said plot, admeasuring 6,732.60 sq.mts to the Developer herein on the terms and conditions which are more particularly described therein. Further the Vendor therein has also executed Substituted Power of Attorney dated 11th April 2018, registered in the office of the Joint Sub-Registrar, Thane-1 under Sr. No. TNN1/10857/2018 dated 18th July, 2018, in favor of the Developer herein authorizing it to do and carry out the various acts, deeds, matters and things mentioned therein.

b) By and under an Agreement dated 18th July, 2018, registered in the office of the Joint Sub-Registrar, Thane-1 under Sr. No. TNN1/10856/2018 dated 18th July, 2018 executed by and between Manoj Purohit (the Vendor therein), Skylark Realtors Private Limited (Now known as JP Infra Realty Private Limited) (the Purchaser therein and Developer herein), and Mr. Shishir Agarwal (the Confirming Party therein), the Vendor therein irrevocably with a confirmation of the Confirming Party therein agreed to grant and assign the Setback/TDR/FSI/road widening FSI of the very said plot admeasuring 10,143.00 sq.mts to the Developer herein on the terms and conditions which are more particularly described therein. Further the Vendor therein has also executed Substituted Power of Attorney dated 27th February 2018, registered in the office of the Joint Sub-Registrar, Thane-1 under Sr. No. TNN1/10859/2018 dated 18th July, 2018, in favor of the Developer herein authorizing it to do and carry out the various acts, deeds, matters and things mentioned therein.

Sirvey No. 116, Hissa No. 4, admeasuring approximately 2,020.00 square meters out of which an area of approximately 1,595.69 square meters or mereabouts, was majorly reserved for road under the Development Plan. Vide an Agreement dated 24th January, 2019, registered in the office of the Joint Sub-Registrar, Thane-10 under Sr. No. TNN4/1110/2019 dated 24th January, 2019 executed by and between Skylark Realtors Private Limited (Now known as JP Infra Realty Private Limited) (the Owner therein and Developer herein), and Mira Bhayandar Municipal Corporation (the Corporation therein), the Developer



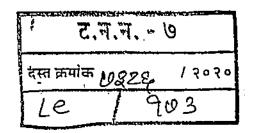
herein handed over possession of the reserved land to the Corporation therein and in consideration of the same, the Corporation has granted Development Rights to be utilized as FSI against road widening of the very said plot to the Developer herein in the manner and on the terms and conditions as set out therein.

d) By and under an Agreement for Transfer of Development Right (TDR) dated 1st June, 2019, registered in the office of the Joint Sub-Registrar, Thane-4 under Sr. No. TNN4/6264/2019 dated 1st June, 2019 executed by and between Estate Investment Company Pvt. Ltd. and Man Vastucon LLP (collectively the Transferors therein), Skylark Realtors Private Limited (Now known as JP Infra Realty Private Limited) (the Transferee therein and Developer herein), and Goan Hotels & Realty Private Limited, Horizontal Realty & Aviation Private Limited and Eversmile Construction Company Private Limited (collectively the Confirming Parties therein), the Transferors therein with the confirmation of the Confirming Parties agreed to transfer/sell the benefit of TDR to the extent of 10,000 sq.mts., i.e. 1,07,640 sq.ft. to the Developer herein on the terms and conditions which are more particularly described therein. Further Man Vastucon LLP has also executed a Power of Attorney of even date, registered in the office of the Joint Sub-Registrar, Thane-4 under Sr. No. TNN4/6265/2019

June, 2019 in favor of the Developer herein authorizing it to do and the various acts, deeds, matters and things mentioned therein.

e) By and under an Agreement dated 4th June, 2019, registered in the the Joint Sub-Registrar, Thane-7 under Sr. No. TNN7/8852/2019 dates June, 2019 executed by and between Sparsh Builders Private Limited (the Vendor therein) and Skylark Realtors Private Limited (Now known as JP Infra Realty Private Limited) (the Purchaser therein and Developer herein), the Vendor therein unconditionally and irrevocably agreed to grant, assign and transfer the TDR admeasuring 7,197.75 sq.mts to the Developer herein on the terms and conditions which are more particularly described therein. Further the Vendor therein has also executed an Irrevocable General Power of Attorney of





MUKESH JAIN & ASSOCIATES

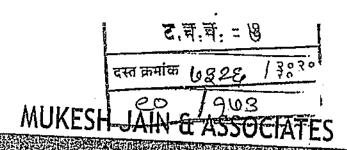
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even date, registered in the office of the Joint Sub-Registrar, Thane-7 under Sr. No. TNN7/8855/2019 dated 4th June, 2019, and a substituted power of attorney dated 4th June, 2019, registered in the office of the Joint Sub-Registrar, Thane-7 under Sr. No. TNN7/8861/2019 dated 4th June, 2019 in favor of the Developer herein authorizing it to do and carry out the various acts, deeds, matters and things mentioned therein.

f) The Developer herein is the owner of all those pieces and parcels of land admeasuring approximately 2,630.00 in aggregate and bearing (i) Survey No. 124, Hissa No. 3, (admeasuring approximately 450.00 square meters), (ii) Survey No. 133, Hissa No. 5, (admeasuring approximately 350.00 square meters), (iii) Survey No. 128, Hissa No. 5A, (admeasuring approximately 710.00 square meters), (iv) Survey No. 133, Hissa No. 3, (admeasuring approximately 610.00 square meters) and (v) Survey No. 124, Hissa No. 2, (admeasuring approximately 510.00 square meters) out of which an area of approximately 989.11 square meters or thereabouts was majorly reserved for road and garden under the Development Plan. Vide an Agreement dated 11^{th} July, 2019, registered in the office of the Joint Sub-Registrar, Thane-10 under Sr. No. TNN10/5925/2019 dated 11th July, 2019 executed by and between Skylark Realtors Private Limited (Now known as JP Infra Realty Private Limited) (the Owner therein and Developer herein), and Mira Bhayandar Municipal Corporation (the Corporation therein), the Developer herein handed over possession of the reserved land to the Corporation therein and in consideration the same, the Corporation has granted Development Rights to be utilized as I against road widening of the very said plot/Development rights including icentive against handing over of Amenity to the Developer herein in the manner and on the terms and conditions as set out therein.

g) Vide an Agreement dated 5th August, 2019, registered in the office of the Joint Sub-Registrar, Thane-1 under Sr. No. TNN1/9815/2019 dated 5th August, 2019 executed by and between Anushwar Enterprises (the Vendor therein), and Skylark Realtors Private Limited (now known as JP Infra Realty Private Limited)





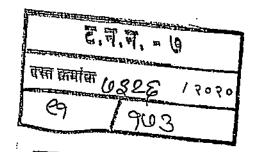
(the Purchaser therein and Developer herein), the Vendor therein agreed to grant and assign TDR/FSI/Setback/Road Widening FSI admeasuring 3,116.00 square meters in favor of the Developer herein on the terms and conditions which are more particularly described therein. Further the Vendor therein has also executed an Irrevocable General Power of Attorney dated 5th August, 2019, registered in the office of the Joint Sub-Registrar, Thane-1 under Sr. No. TNN1/9817/2019 dated 5th August, 2019, in favor of the Developer herein authorizing it to do and carry out the various acts, deeds, matters and things mentioned therein.

Place: Mumbai

Date: 11.02.2020

Mukesh Jain Advocate





MUKESH JAIN & ASSOCIATES

Mukesh Jain Jaswant Khatodiya Divya Kundnani Hitesh Jain

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6 & 407, A-Wing, Pignade Comparts Park

Opp. BKC Telephone Exchange, Bandra Kurla Complex, Mumbal - 400 051.

Tel.: 022- 6725 8778 / 6725 8877 Email: advmukeshjain@gmail.com

TITLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

Re: ALL THAT pieces and parcels of lands bearing: -

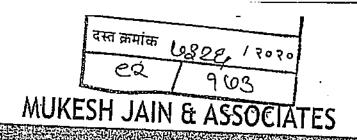
- (1) Survey No.25, Hissa No.1 (part) admeasuring 3252 sq. mtrs;
- (2) Survey No.26, Hissa No.9 (part) admeasuring 704 sq. mtrs;
- (3) Survey No.110, Hissa No.1 (part) admeasuring 661 sq. mtrs; &
- (4) Survey No.110, Hissa No.2(part) admeasuring 4149 sq. mtrs.

all situate, lying and being at village Ghodbunder, Taluka and District Thane and in the Registration District and Sub-District Thane and in the Registration District and now within the limit of Mira Bhayander Municipal Corporation(hereinafter collectively referred to as the said "Property").

This is to certify that under instructions of our clients, JP Infra Realty Private Limited (Formerly known as Skylark Realtors Private Limited) having its registered office at 4th Floor, Viraj Towers, Western Express Highway, Near WEH Metro Station, Andheri (East), Mumbai – 400 093 ("Developer"), we have investigated its rights and interest in respect of the development rights of the said Property more particularly described in the Third Schedule hereunder written and certify the right and interest of our clients in respect thereof as

SPH Agro Farms & Estate Private Limited through its Director Mr. Sadanand P. Hajare state en seized, possessed of and is the owner of all that pieces and parcels of lands bearing (i) Survey No. 110, Hissa No. 1 admeasuring 9672 sq. mtrs (ii) Survey No. 110, Hissa No. 4 admeasuring 20 sq. mtrs (iii) Survey No. 224, Hissa No. 1A & 1B [New Survey No. 224, Hissa No. 1B] admeasuring 2,498 sq. mtrs (iv) Survey No. 25, Hissa No. 1 admeasuring 3,435 sq. mtrs (v) Survey No. 26, Hissa No. 8 admeasuring 70 sq. mtrs& (vi) Survey No. 26, Hissa No. 9 admeasuring 1,060 sq. mtrs, totally

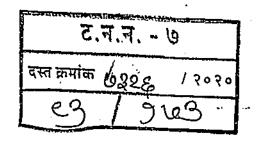




admeasuring 16755 sq. mtrs, all situate, lying and being at village Ghodbunder, Taluka and District Thane and in the Registration District and Sub-District Thane and in the Registration District and now within the limit of Mira Bhayander Municipal Corporation (hereinafter referred to as the said "Hajare Property").

- The name of the said SPH Agro Farms & Estate Private Limited through its Director Mr. Sadanand P. Hajare has been duly recorded in the 7/12 Extract in respect of the said Hajare Property.
- The sald SPH Agro Farms & Estate Private Limited through its Director Mr. Sadanand P. Hajare is hereinafter referred to as the "Owner of Hajare Property".
- 4. Vide Joint Development Agreement dated 19th December 2011, registered in the office of the Sub-Registrar, Thane-4 under Sr. No. TNN4/09612/2011 dated 19th December, 2011 executed by the Owner of Hajare Property of One Part and JP Infra (Mumbai) Private Limited (the Developer therein) of the Other Part, the parties thereto have agreed to carry out the development work of the said Hajare Property under a joint development scheme, on the terms and conditions which are more particularly described in the said Joint Development Agreement dated 19th December 2011.
- 5. The said SPH Agro Farms & Estate Private Limited and said Shri Sadanand P.Hajare have executed a power of attorney dated 19th December, 2011 in favour of Mr. Vijay Jain, nominee of JP Infra (Mumbai) Private Limited authorizing the Developer therein i.e. JP Infra (Mumbai) Private Limited to do and carry out the various acts, deed matters and things in respect of the said Hajare Property as contained therein. power of attorney is duly registered with the Sub-Registrar of Assurances, Thane-4 at sr. no. TNN4/09613/2011 dated 19th December, 2011.
- 6. Vide Deed of Rectification dated 04th April 2012, registered in the office of the Sub-Registrar, Thane- 7 under Sr. No. TNN 7/03080/2012 executed by the said SPH Agro-Farms & Estate Private Limited and said Shri Sadanand P. Hajare of One Part and the Developer therein i.e. JP Infra (Mumbal) Private Limited of the Other Part, the parties





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modified some terms and conditions of the said Joint Development Agreement dated $19^{\rm th}$ December, 2011 as set out therein.

- 7. There is a DP Road passing through the said Hajare Property and hence the said Hajare Property is naturally getting divided into two parts and out of these two parts:
 - Plot A Property comprises of the following lands:-

Sr. No.	Survey No.	Hissa No.	Area in Sq. mtrs.
1,	110	1(pt)	8377
2.	224	1A & 1B [New No. 1B]	2498
		TOTAL	10875

ii. Plot B Property comprises of the following lands:-

<u>Sr. No.</u>	Survey No.	Hissa No.	Area in Sq. mtrs.
1.	25	1(pt)	3252
2.	26	9	704
3.	. 26	8(pt)	70
4.	110	1(pt)	661
5.	110	4(pt)	20
		TOTAL	4707

Regulfication Deed dated 4th April, 2012 made by and between the Owner of Hajare Property and the Developer therein i.e. JP Infra (Mumbai) Private Limited, each of the said parties is entitled to 50% of the total premises to be constructed on the said Hajare Property. Accordingly, each of the said parties has become entitled to 50% of the total constructed area generated from utilization of the entire development potential of Plot A & Plot B.

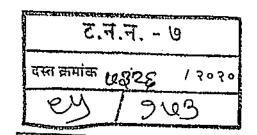
9. JP Infra (Mumbai) Private Limited is developing independently a larger layout inter alia including the said Plot A Property known as 'Celeste Layout'.



- 10. It has been agreed by and between the parties that the sub development right of the said Plot B shall be granted by JP Infra (Mumbal) Private Limited in favour of Skylark Realtors Private Limited(now known as JP Infra Realty Private Limited) with the confirmation of the Owner of Hajare Property. The said Skylark Realtors Private Limited (now known as JP Infra Realty Private Limited) shall develop the said Plot B as a part of its larger layout ('Skylark Layout').
- 11. Vide Supplementary to Joint Development Agreement dated 14th February, 2017 registered in the office of the Joint Sub-Registrar, Thane-12 under Sr. No. TNN12/405/2017 dated 20th February, 2017 executed by the said Owner of Hajare Property and JP Infra (Mumbai) Private Limited, the parties thereto have earmarked among themselves various flats in the building as per a chart annexed thereto in respect of the Plot A, for which approved plans were available.
- 12. Vide Further Supplementary Agreement to Joint Development Agreement dated 10th November, 2017, registered in the office of the Joint Sub-Registrar, Thane-12 under Sr. No. TNN12/3288/2017 dated 10th November, 2017 executed by the Owner of Hajare Property, JP Infra (Mumbal) Private Limited (the Developer therein) and Skylark Realtors Private Limited (now known as JP Infra Realty Private Limited) (the Sub-Developers/Skylark therein and the Developer herein), the Developer therein granted sub-development rights of Plot B to Skylark Realtors Private Limited (now known as JP Infra Realty Private Limited) with the confirmation of the Owner of Hajare Property, on the terms and conditions which are more particularly described in the said Further Supplementary Agreement to Joint Development Agreement dated 10th November.
- 13. As per the said Further Supplementary Agreement to Joint Development Agreement Than dated 10th November, 2017, the entitlements of the Owner of Hajare Property in 37th respect of Plot B shall be located in the said Celeste Layout and the same shall be independently delivered by JP Infra (Mumbai) Private Limited to the Owner of Hajare Property.

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MUKESH JAIN & ASSOCIATES

14. In the above circumstances, Skylark Realtors Private Limited (now known as JP Infra Realty Private Limited) is entitled to independently develop the said Plot B Property.

15. Out of the said Plot B Property, the following Property is now being developed by our client:-

Sr. No.	Survey No.	<u> Hissa No.</u>	Area in Sq. mtrs.
1.	25	1(pt)	3252
2.	26	9	704
3,	110	1(pt)	661

Hereinafter referred to as the said "DA Property No.1" and more particularly described in the First Schedule hereinafter appearing.

16. Mr. Manoj Purohit has been seized, possessed of and is the owner of all that piece and parcel of land bearing Survey No. 110, Hissa No. 2(part) admeasuring 7902 sq. mtrs situate, lying and being at village Ghodbunder, Taluka and District Thane and in the Registration District and Sub-District Thane and In the Registration District and now within the limit of Mira Bhayander Municipal Corporation (hereinafter referred to as the said "Manoj Property").

Vide Development Agreement dated 7th June, 2018, registered in the office of the Joint Sub-Registrar, Thane-12 under Sr. No. TNN12/6920/2018 dated 7th June, 2018 are cuted by the said Mr. Manoj Purohit (the Owner therein) and Mr. Kamal Jain (the Developer therein), Mr. Manoj Purohit granted development rights of a portion agrae suring 369 sq mtrs out of the said Manoj Property ("Manoj DA Property") to Kamal Jain, on the terms and conditions which are more particularly described in the said Development Agreement dated 7th June, 2018. Further, Mr. Manoj Purohit has also executed a power of attorney dated 7th June, 2018, registered in the office of the Joint Sub-Registrar, Thane-12 under Sr. No. TNN12/6922/2018 dated 7th June, 2018 in favour of Mr. Kamal Jain authorizing him to do and carry out various acts, deeds, matters and things in respect of the said Manoj DA Property as contained therein.

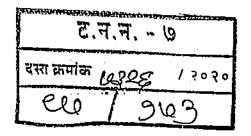


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- 18. Further vide Agreement for Grant of Sub-Development Rights dated 7th June, 2018, registered in the office of the Joint Sub-Registrar, Thane-12 under Sr. No. TNN12/6932/2018 dated 7th June, 2018 executed by the said Mr. Kamal Jain (the Developer therein), Mr. Manoj Purohit (the Owner therein) and Skylark Realtors Private Limited (now known as JP Infra Realty Private Limited) (the Sub-Developers therein and the Developer herein), Mr. Kamal Jain granted sub-development rights with the confirmation of Mr. Manoj Purohitof the said Manoj DA Property, on the terms and conditions which are more particularly described in the said Agreement for Grant of Sub-Development Rights dated 7th June, 2018. Further, Mr. Kamal Jain has also executed a substituted power of attorney dated 7th June, 2018, registered in the office of the Joint Sub-Registrar, Thane-12 under Sr. No. TNN12/6933/2018 dated 7th June, 2018 in favour of Skylark Realtors Private Limitedauthorizing it to do and carry out the various acts, deeds, matters and things in respect of the said Manoj DA Property as contained therein.
- 19. Vide Agreement for Sale dated 7th June, 2018 registered with Joint Sub-Registrar of Assurances, Thane-12 under serial no. TNN12/6936/2018 on 7th June, 2018, the said Mr. Manoj Purohita greed to sell, convey and transfer and assign his right, title and interest of an area admeasuring 3780 sq mtrs out of the remaining Manoj Property ("Manoj AFS Property") to Mr. Kamal Jainfor the consideration and subject to other terms and conditions specified therein. Mr. Kamal Jainhas paid the entire sale consideration to Mr. Manoj Purohit and Mr. Manoj Purohit has handed over the possession of the said Manoj AFS Property to Mr. Kamal Jainin part performance as set out in Section 53A of Transfer of Property Act, 1882. Further, Mr. Manoj Purohit is also granted various powers including power to convey the said Manoj AFS Property vide registered power of attorney dated 7th June, 2018 registered with Joint September 1988. Registrar of Assurances, Thane-12 under serial no. TNN12/6937/2018 on 7th June 2018.
- 20. Further vide Agreement for Grant of Development Rights dated 7th June, 2018, registered in the office of the Joint Sub-Registrar, Thane-12 under Sr. No. TNN12/6939/2018 dated 7th June, 2018 executed by the said Mr. Kamal Jain (the Owner therein), Mr. Manoj Purohit (the Confirming Party therein) and Skylark Realtors





MUKESH JAIN & ASSOCIATE

Priv ted (now known as JP Infra Realty Private Limited) (the Developer therein and eveloper herein), Mr. Kamal Jain granted development rights with the confirm of Mr. Manoj Purohit of the said Manoj AFS Property, on the terms and condition which are more particularly described in the said Agreement for Grant of Develor and Rights dated 7th June, 2018. Further, Mr. Kamal Jain has also executed a substitual power of attorney dated 7th June, 2018, registered in the office of the Joint Sub-Registrar, Thane-12 under Sr. No. TNN12/6938/2018 dated 7th June, 2018 in favour of Skylark Realtors Private Limited authorizing it to do and carry out the various acts, deeds, matters and things in respect of the said Manoj AFS Property as contained therein.

- 21. The name of Mr. Manoj Purohit has been duly recorded in the 7/12 Extract in respect of the said Manoj Property.
- 22. In the above circumstances, Skylark Realtors Private Limited (now known as JP Infra Realty Private Limited) is entitled to develop the said Manoj DA Property and Manoj AFS Property. The Manoj DA Property and Manoj AFS Property hereinafter collectively called as "DA Property No.2" and more particularly described in the SecondSchedule hereinafter appearing.
- 23. The said DA Property No. 1 & DA Property No.2 hereinafter collectively called as the said "Property" andmore particularly described in the Third Schedule hereinafter appearing.

As a proved layout dated 26/11/2019, the larger layout presently comprising land also addressuring 1,10,528.22 sq mtrs (which inter alia includes the said Property) which is eligible to exploit total FSI & TDR of 2,30,816.33 sq mtrs as is set out therein. Presently, our client is undertaking development of various pieces and parcels of lands described in the said layout plan with total built up area of 1,49,225.16 sq mtrs which inter alia includes Building No.9. Mira Bhayander Municipal Corporation (MBMC) has approved the modified plans in respect of Building No. 9 comprising of four wings being Wings A, B & C having part ground+1 (part) podium +2nd to 31st upper floors and Wing D having part ground+1 (part) podium +2nd to 30th upper floors, collectively

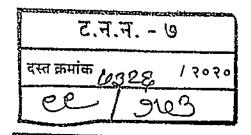


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called as "JP North-Aviva", which is a part of the Larger Layout as per the aforesaid approved layout (hereinafter referred to as the said "Building") which inter alia includes Community Hall and Club House. The notionally divided piece & parcel of land underneath the said Building having an aggregate area admeasuring 3,717.03 sq mtrs ('Footprint Area of the said Building') a part of the said Property as is more set out in the approved plans dated 26/11/2019. MBMC has issued the Commencement Certificate ('CC') in respect of Building No. 9 comprising of four wings being Wings A, B,C & D having part ground+1 (part) podium +2nd to 23rd upper floors, which has been amended from time to time, last being the revised CC No.Ja.Kra/Mi.Bha/Mnapa/Nar/4192/2019-2020 dated 26/11/2019, ("the Larger Layout-JP North") in accordance with provisions of law as applicable from time to time, in the manner as stated herein.

- 25. Part of the said Property including the Footprint Area of the said Building has been mortgaged in favour Catalyst Trusteeship Limited as per diverse deeds and documents.
- 26. We have caused to be taken searches in the office of the Sub Registrar of Assurances, Thane in respect of the said Property upto21/12/2019, &subject to torn/missing pages as set out in the search reports, we have not observed any substantiated untoward entry in respect of the lands which fall under the said Building/project.
- 27. We have inserted public notice in local newspapers i.e. Free Press Journal (English and Nav Shakti (Marathi) on 13/12/2019. We have not received any third patry claim whatsoever in respect thereof till date.
- 28. The client has informed us that:
 - (i) The said Property is in the sole and exclusive possession of our clien
 - (ii) There are no lessees or tenants or licensees with respect to the said Property in which fall under the said Building/project, third party structures standing thereon or any part thereof;
 - (iii) There is no subsisting encumbrance, lien, charge or adverse interest of any nature whatsoever with respect to the said Property which fall under the said Building/projectsave and except as stated hereinabove; and





MUKESH JAIN & ASSOCIATES

- There are no disputes/litigations with respect to the said Property which fall (iv) under the said Building/project.
- 29. We have been informed that the FSI utilized for the said Building as per duly approved plans mentioned hereinabove including TDR acquired from Sparsh Builders Private Limited vide Agreement dated 8th July, 2019 registered with the Joint Sub-Registrar of Assurances at Thane-1 under Serial No. TNN1/9042/2019 on 8th July, 2019.
- 30. We have perused the copies of the documents of title relating to the said Property & the TDR mentioned above. We have relied upon information given to us by our client from time to time.
- 31. In light of the above, it is stated that the right and interest of our client namely JP Infra Realty Private Limited (Formerly known as Skylark Realtors Private Limited) having the development rights of the said Property is clear, marketable and free from encumbrances subject to (i) entitlement of Mr. Kamai Jain under DA Property No.2, (ii) the right of the mortgagee as mentioned above, and (iii) right and interest of buyers of

acious flats sold/allotted/booked.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO (the said DA Property No.1)

es or parcels of lands situate, lying and being at Village Ghodbunder, Taluka and Her Thane and in the Registration District and Sub District Thane and now within the limits of Mira Road Municipal Corporation bearing Survey Nos. as under:-

Sr. No.	Survey No.	Hissa No.	Area in Sq. Mtrs.
1	25	1(pt)	3252
2	26	9	704
3	110	1(pt)	661



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THE SECOND SCHEDULE HEREINABOVE REFERRED TO (the said DA Property No.2)

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Firstly (Manoj DA Property):

All that piece or parcel of land admeasuring 369 sq. mtrs being a part of land admeasuring 7902 sq mtrs bearing Survey No. 110, Hissa No. 2 (part), situate, lying and being at Village Ghodbunder, Taluka and District Thane and In the Registration District and Sub District Thane and now within the limits of Mira Road Municipal Corporation.

Secondly (Manoj AFS Property):

All that piece or parcel of land admeasuring 3780 sq. mtrs being a part of land admeasuring 7533 sq mtrs (area adm. 369 sq mtrs deducted) bearing Survey No. 110, Hissa No. 2 (part), situate, lying and being at Village Ghodbunder, Taluka and District Thane and in the Registration District and Sub District Thane and now within the limits of Mira Road Municipal Corporation.

THE THIRD SCHEDULE HEREINABOVE REFERRED TO (The said Property)

Firstly:

The said DA Property No. 1 as appearing in the First Schedule hereinabove.

Secondly:

The said DA Property No. 2 as appearing in the Second Schedule hereinabove.

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Advodate,

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Place: Mumbai

Date: 24.12.2019

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अहवास दिनांक ::(

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गाव नमुना बारा पिकांपी नोंदवही [महाराष्ट्र जमीन महसूत अधिकार अभितेख आणि नोंदवहया (तयार करणे व सुस्थितीत ठेवणे) नियम,१९७१ यातील नियम २९] तालुका :- ठाणे शेवटचा फैरफार क्रमांक : 2981 व दिनांक : 14 श्नापन क्रमांक व उपविभाग : 25/I

,											+ 5301 4 10	rusi : 14/02/,	2018	
वर्ष	1 2				<u>घटक पिर</u>	ने व प्रत्येकात	ाबील भेज	- निर्म <u>े</u>	ळ पिकासातीह	नक्षेत्र		ाठी उपलब्ध रिजगीन	जन सिंधनाचे साथन	1
(1)	(?)	मिश्रणाया संकेत क्रमांक (3)	जल सिंपित (४)	अज़त सिंचित (९)	पिकांचे नाव (C)	जत सिं्धित			अत सिवित	अजल सिचित	स्वरूप	शेन	10	
			हें.आर. चौ.मी	हे.आर. घौ.मी	(4)	(0) हे.आर. चौ.मी	(८) हे.आर. घौ.मी	(R)	(to) है.आर. घी.मी	(११) हे आर. घो.मी	<u>(t3)</u>	(t3) 6.311c.	(48)	(\$6

2016-17 संपूर्ण वर्ष 'ति पुण वन्। ''या प्रमाणित प्रतीसाठी फी न्हणून १५/- रूपये मिळाले.'' दिनांक :- 12/12/2019 साफेतिक क्रमांक :- 2721000942130017001220191225

गाव:- घोडबंदर

गाव :- पोइरंद्रंर

(नाव :- अभिजीत गापळ बोडक) तसाठी साझा :- घोडबंदरता :- ठाणे जि :-ठाणे



://mahaferfar.enlightcloud.com/DDM/PgHtml712

र.न.न. - ७ / Spage of of दस्त क्रमांक ७८८ ह 902 अहवास दिनोक : 03/10/2019

गांव हमूना सात अधिकार अभिनेध पतक महाराष्ट्र जमीन महसून अधिकार अभिनेध आणि नोंदबह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यासीस नियम ३,५,८ आणि ७ |

١,	भुगापन करगाह य उपविभ	FF: 26/9	144 14 0141	जिल्ह्य :- ठाणे		शेवटर	ग फेरफार क्र	मांक : 3014 द दिनांक : 20/03/2018	
	भुमाध्ये क्रमांक व ३ २६७ शेताचे स्थानिक तांव :-	पविभाग	भ्-धारणा पद्धती भौगवटादार वर्ग-१	भोगवटादाराच न	व		 -		
3	सेन एकस जिस्पत नागायत तरी वरकस इतर 0. एकुण सेच 0. पटेंट्याण (सागायीस अयो वर्ग (अ) 0.0	0.50 7	एस पी एस अँगो कार्न अ बा.सि.चे सदानंद पी हजारे (810)/1195)/1388)/(1		30 m/r 0.77	प्राप्त. 0.00 <u>.</u> 50	<u>জ্জা</u> (2231) (2231)	82 कुञाचे नाव इतर अधिकार इतर नुकडा (313) इतर "अकृषिक प्रयोजना करिता धर्म" (3014)	
								ीमा आणि <u>म</u> ुमापन चिन्हे :	j

गाव समृतः बारा भिकाषा नीदवरी [महत्त्वाष्ट्र जमीन महत्त्व अधिकार अभिनेख आणि नीदवहरा (तयार करणे व मुस्पितीत ठेवणे) नियम,१९७१ यातीस नियम २९ | तालुका :- ठाणे शेवटषा केरकार क्रमांक : 3014 व दिनांक : 20

गामः धोडबंदर		[महाराष्ट्र	जमीन मह	तुन अधिकारः	प्रक्षितेयः भावि	भिकार्धीः जीवन्यस्य	नोंदवही						•
भगापन क्रमांक ध) उपविभाग : 26/9	तातुक	ाः ठाणी		जिल्हा	:- ठाणे जनसङ्ग्रह्म	थार करण दः	पुस्यितीत ठेवणे शेवटचा दे) तियम् १५७: १रकार क्रमांक	चातीस निव : 3014 हारिज	म् २६ स्ट. २००२ व		
:			सिश्र पिर	पिका स्थानीस क्षेत्र	खातील शेत्राए	र सपशील					16134H21		
वर हंगास	4.4.4.4.4144	जम	अजन	पटक पि	के व प्रत्येकार जन सिंपित			ळ पिकासातीत		नसमेत	ावा अपसम्प रेजमीत	जन सिंपनार्थ साधन	र्थरा
(f) (3)	संकेत क्रमांक (3)	सिंधित (४)	सिंधित (५)	(6)		अजन सिंधित	भिकांचे ताव 	जर विधित	अजन सिंपित	स्यस्थ	शेव		-
<u>-: </u>		हे.आर. धो.मी	हे.आर. धौ.सी	- <u>- [6]</u>	(6) है.आर.	(८) हे.आर.	(t)	(10) \$307.	(11)	(15)	((3)	(IV)	(14)
)(6-17 15/04/54					घौ.मी	घौ.मो		ण मा	है.आर. घौ.मी		हे.आट. <u>पी.मी</u>		

116-17 संपूर्ण वर्ष "या प्रनाणित प्रतीसाठी की स्रुप्त १५/- रूप में निद्याते."

•ै गाव :- घोडचेंदर

दिनांत :- 12/12/2019 सांचितिस जनांक :- 2721000942130017001220191163

(नाव :- अभिनीतं गांपळं बोडनं) तमाठी साम्रा :- पोडवंदरता :- ठाणं जि :-ठाणं



0.1010

अहवाल दिनांक ;

गाव नमुना सात अधिकार अभिलेख प्रतक [महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदबहया (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम २,५,८ आणि ७]

भुमापन क्रिकेक व उपविभाग: 110/1	तिकाः :- ठाणे (नादग्रहमा (तया (क जेल्हा :- ठाणे 	रण व सुरस				यम ३,५,६ आणि व दिनांकः: ३१/	•
भुम्मापन प्रामान व उपविभाग 110/1 शेनाचे स्टार्मिक नोव :-	भू-धारणा प्रध्यती १९ अभिवटादार वर्ग -!	ओगवटादाराचे न	<u> </u>	40.7				No.
क्षेत्र एकक है.आर.चा.मी		क्षेत्र	आकार	पो.ख.	फे.फा	100	777	-
जिसयत बागायत तरी बरकस 0.78.82 प्रकृण क्षेत्र 0.78.82 प्रकृण क्षेत्र 0.17.90 वर्ग (अ) 0.17.90 वर्ग (य) 0.17.90 अकारणी 3.65 जुडी किंवा विशेष		0.57.61 0.21.21	2.67	0.17.90	(3058)	इस्सातरण व हेतर	त कार गु.अधिनियम ने अंतर्रात चे क्षे दी. क्षेत्र्देश्श≖	१९७६ घ्या मंजूर कल १९७६ घ्या मंजूर कल १९०६ घ्या मंजूर कल १९० घो सी (2720) ता सर्ग (30)4)
जुले फेरफार का. <u>(304) (332) (808) (810)</u> ,	(1180) (1181) (1195) (1597) (1784).	2232),(2496),(272	0).(2778)	(2828) (300)		भीवार अस्तिर व	मापम चिन्हे :	<u> </u>

गाव नमुना शारा [महाराष्ट्र जमीन महसूत अधिकार अभिलेख आणि नोंदबस्या (तयार नरणे व सुस्थितीत ठेवणे) नियम,१९७१ यातील नियम २९] तालुना :- ठाणे जिल्हा :- ठाणे शेवटया फेरफार क्रमांक : 3058 व दिनांक : 31 गातः :- घोडबँदरः <u>भूमापन क्रमांक व</u> उपविभागः : 110/1

11111111111		3 7 14 41 14 1 1 1 1 1 Q	/!							. i 4 West 11.20	1 2020 4 1th	71177 : 31/03/,		
				निश्र पिक	ाखातीत क्षेत्र			निमें	ळ पिकावातीत	र क्षेत्र		ाठी उपतन्ध 1 जमीन	जेत सिंघनार्च साधन	
	गाग	मिश्रणावा संकेत क्रमांक	जल सिंचित	अज़त सिंचित	पिकामे शाद	के व प्रत्येकाण जल सिवित		पिकार्च नाद	जन सिंपित	अज़ल सिंपित	स्यरुप	क्षेत्र	1	
(1)	141	(3)	(४) हे.आर. घौ.मी	(9) है.आर. घौ.सी	(६)	(७) हे.आर.	(८) हे.आर. घी.मी	(8)	(१०) हे,आर.	((1) 6.397.	(13)	(१३) हे.आर.	(\$4)	
			41.41	ધા.જા		णै.मी	<u>घा.मा</u>	1	<u> 테</u> 귀	घों.सी	ľ	घौमी	1 !	' 1

2016-17 संपूर्ण, वर्ष

सिप्फ ०५। "या प्रमाणित प्रतीसाठी फी न्हणून १५/- २५ये मिळाले." दिनांक :- 12/12/2019 सांकेतिक क्रमांक :- 2721000942130017001220191226

(नाव:-अभिजीतगापळ बाउक) तनाठी साझा:- घोडबंदरता:- ठाणे जि:-ठाणे

पडील



दस्त क्रमांक

अहवाल दिनांन : 20/12/2019

भाव नमुना साप्त आधिकार अभिकेख पत्रक | गुँहारान्ट्र जमीन महसून अधिकार अभिकेख आणि नोंदवहया (सयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ थातीन नियम ३,५,६ आणि ७]

गाव:- घोडवंदर गाव :- घोडवंदर सालुका :- ठाणे शुमापन अमाक च उपविभाग : 110/2

जिल्हा :- ठाणे

शेवटचा फेरफार क्रमांक: 3205 व दिमांक: 23/08/2019

भुभापन फ्रमांव 110	-	भू-धारणा पध्दती भौगवटादार सर्ग -1	भोगवटादार	ाचे नांव			
<u>शेताचे स्थानिक र</u>	वि:-		क्षेत्र	आकार	पो.ख.	फे.पत	खाते क्रमांक
क्षेत्र एकक जिस्तयत	हे.आर.घो.मी 0.93,48	मे.आर.एन.ए. कॉर्प प्रा.ति.	16.10,0	0.07		(3124)	900, 956, 1060
बागायत तरी		मनोज एम पुरोहित	0.79,02	3.67		(2230)	कुळाचे नाव इतर अधिकार
यरकस् इतर	•	मिरा आईदर महानगर पालिका	0,12,85	0.60	0.21.30	(3124)	
एकण क्षेत्र	0.93.48	1					कलम 20/21 खालील योजने अंतर्गत्वे क्षेत्र तसेष दुवपरवानमी शियाय हस्तांतरणास बंदी. क्षेत्र
पोट-खराच (लागव वर्ग (अ)	डीस अयोग्य) 0.21.30		.,	, -			5240.00 घो.मी. 3(3205)
वर्ग (व) एकण पो ख	0.21.30						
आकारणी	4.34						
जुडी किंवा विशेष भोकारणी	•		•				
नने केरावार स्ट [ा] र्ट	1047 (222) (000)	210 (1140 (1140 (1140 (1140					
2714).(2720).(27	66),(2778),(2818)	810),(1146),(1149),(1195),(152 .(3020)	o),(1595),(1:	999),(1783	3),(2225),((2230),	सीमा आणि भुमापन चिन्हे :

गाव :- योडबंदर तालुका :- ठाणे भागभम क्रमान च उपधिभाग : 110/2

गाय नमुना बारा पिकायों नोंदबरी | महाराष्ट्र जमीन महसून अधिकार अभिलेख आणि नोंदबहर्या (तयार करणे व सुस्थितीत ठेवणे) नियम,१९७१ यातील नियम २९ | तालुका :- ठाणे जिल्हा :- ठाणे शेवटचा फेरफार क्रमांक : 3205 व दिनांक : 23/08/2019

•					<u> पिकाय</u>	ातील क्षेत्राच	। तपशील				सारावहीस	ठी उपलब्ध	जन	- 577
				मिश्र पिक	ा <mark>यातीत क</mark> ्षेत्र			निर्भेत	पिकावार्त	ल देख	नसतेर्	ो जमीन -	ज़त सिंघनांचे	शेरा
,	,				घटक पिके	य प्रत्येकार	ग्रातील क्षेत्र	1			,	111	साधन	l
বর্ণ	हंगास	मिश्रणाचा सफेत <u>कमां</u> क	जल सिंचित	अजत सिंपित	पिकांचे नाव	ज़त सिंपित	अजल सिंपित	पिकार्य नाव	जल सिंपित	अज़त सिंचित	स्वरूप	क्षेत	.,	
<u>(i)</u>	(3)	(3)	(8)	(9)	(6)	(U)	(0)	_(3)	(10)	(11)	(१२)	(t3)	(18)	(84
	<u>.</u>		हे.अर. ची.मी	हे.आर. चौ.भी		हे.आर. चौ.मी	हे.अर. चौ.ची		हे.आर. को ची	हे.आर. जोजी		हे.आर.	3.27	_11.7

	•		
2018- सपूर्ण 19 वर्ष		पडीत 0.9348	

"या प्रमाणित प्रतीसाठी की म्हणून १५/- रूपये मिळाले."

दिनांक :- 20/12/2019 सांकेतिक क्रमांक :- 2721000942130017001220191564

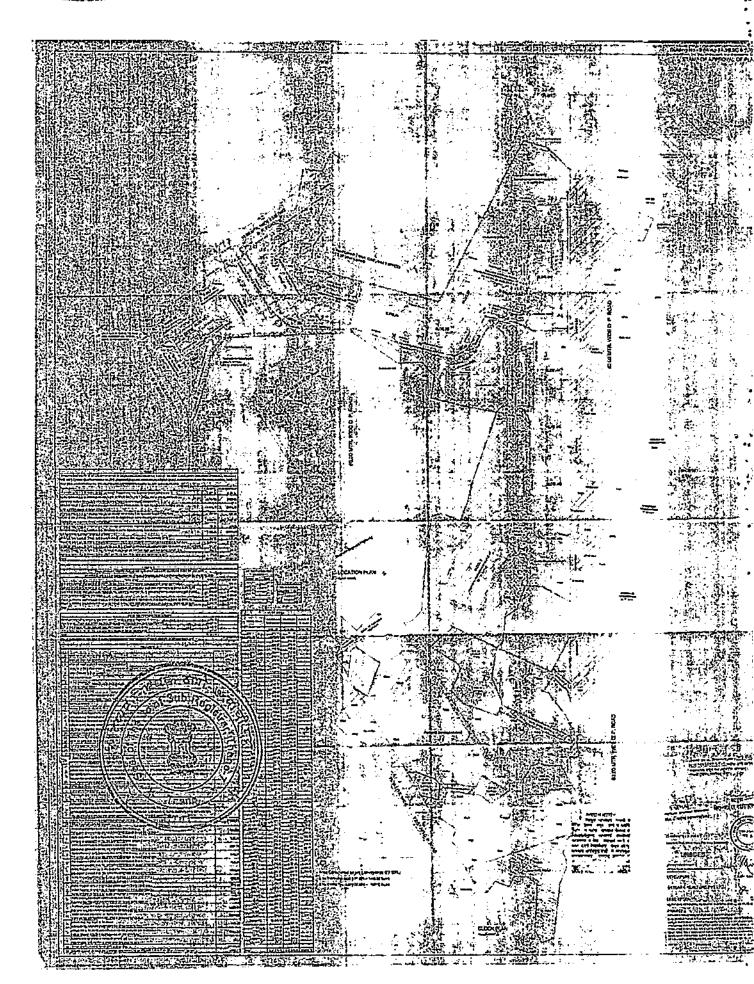
(नाव:- अभिजीक् गीपळचोडके)

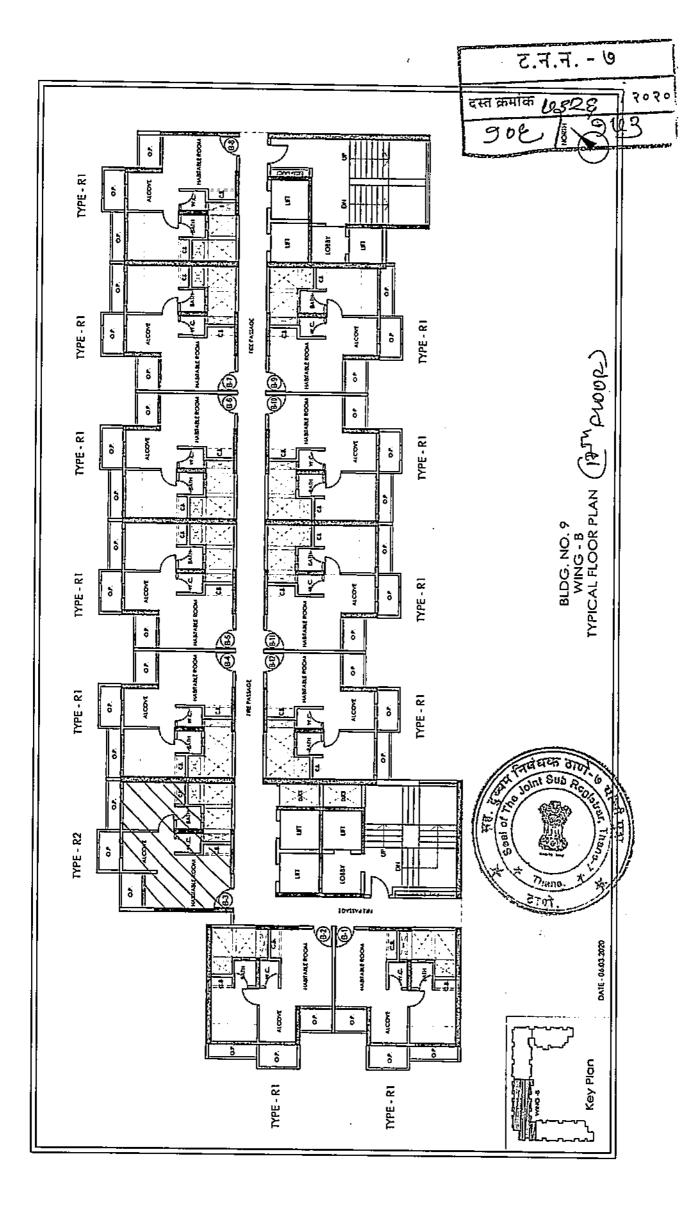
तनाठी साला है घोडवंदरता :- ठाणे जि : ठाणे

ता. - ८.२, रज. ठाणे.



ट.ने.न. - ७ इस्त क्रमांक ७८८६ /२०२० ९७५ / ५७३





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ट.न.न. - ७ दस्त क्रमांक 12020 کی و

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Original/Duplicate

दिनांक: 17/11/2016

2016, Thursday, November 17

6:09 PM

नोंदणी क्रं. :39म Regn.:39M

पावती क्रं.: 10008

गावाचे नाव: अंधेरी

दस्तऐवजाचा अनुक्रमांक: बदर17-9497-2016

दस्तऐवजाचा प्रकार : कुलमुखत्यारमञ

सादर करणाऱ्याचे नाव: स्कायलार्क रियलटर्स प्रा लि चे ऑयोराइझ सिग्नेटरी विकास सज्जन खेतान

नोंदणी फी

₹. 200.00

दस्त हाताळणी फी

₹. 280.00

पृष्ठांची संख्या: 14

एकूण:

হ. 480:00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 🕝 6:31 PM ह्या वेळेस मिळेल.

सह दुस्यम व्हिडिक, जिवेरीफ़ि. ६ मुंबई उपनगर जिल्हा

वाजार मुल्य: रु.१ /-

मोवदला रु.0/-

भरलेले मुद्रांक शुल्क : रु. 500/-

1) देयकाचा प्रकार: eChallan रक्कम: रु.200/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH006036176201617E दिनांक: 17/11/2016

र्वेकिचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: रु 280/-

नोंद्णी फी माफी असल्यास तपशिल :-

1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping tack of adjusted fees

Vikblila

REGISTERED ORIGINAL DOCUMENT BELIVERED ON.



ट.न.न. - ७ दस्त क्रमांक ७,८८८

पावती

Thursday, November 17, 2016 6:09 PM

Original/Duplicate नोंदणी कं. :39म Regn.:39M

पावती कं.: 10008

दिनांक: 17/11/2016

गावाचे नाव: अंधेरी

दस्तऐवजाचा अनुक्रमांक: यदर17-9497-2016

दस्तऐवजाचा प्रकार : कुलमुखत्यारपत्र

सादर करणाऱ्याचे नाव: स्कायलाके रियलटर्न प्रा लि चे ऑयोराइझ सिग्रेंटरी विकास सज्जन खेतान

नोंदणी फी दस्त हाताळणी फी पृष्टांची संख्या: 14

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सह दुस्यम व्यवस्थितः जियैरिपी. ६ मुंबई उपमगर जिल्हा

वाजार मुल्य: रु.1 /-

मोबदला रु.0/-

भरलेले मुद्रांक शुल्क : इ. 500/-

1) देवकाचा प्रकार: eChallan रक्कम: रु.200/-डीडी/धनादेश/पे ऑर्डर क्रमांक: MH006036176201617E दिनांक: 17/11/2016 र्वेकेचे नाव व पत्ताः

2) देयकाचा प्रकार: By Cash रक्षम: र 280/-नोंद्णी फी माफी असल्यास तपशिल :-

1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping tack of adjusted fees

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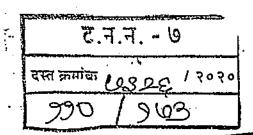
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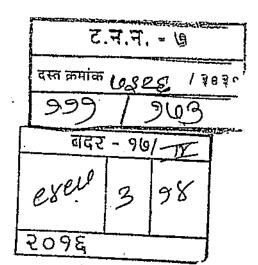




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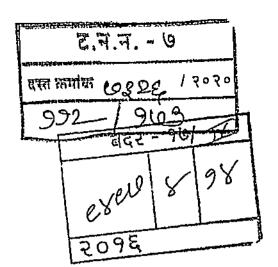


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SPECIAL POWER OF ATTORNEY	२०१६	<u></u>	j		

TO ALL TO WHOM THESE PRESENTS SHALL COME, I Mr. Vikash Sajjan Khetan an Adult Authorized Signatory of M/s. Skylark Realtors Private Limited, a company duly incorporated under the Companies Act, 1956 and also governed by the Companies Act, 2013, - 9 having its registered office at 401-402, 4th Floor, Viraj Towers, Western Express Highway, Andheri (East), Mumbai - 400 093, GREETINGS:

WHEREAS:

(i) Skylark Realtors Private Limited (hereinafter referred to as "the said Company") is engaged in the business of real estate development and is developing various lands owned by them and/or under development rights with various entities situated at Village Ghodbundar, Taluka & District Thane under the Master Project named JP North (hereinafter referred to as the "said Project").

(ii) The said Company has entered and/or shall be entering various Agreements for Sale of various units with Purchaser/s in JP North Project at Ghodbunder Road, Mire Thane which is being developed on the said property.

annexed as Annexure 'A'.

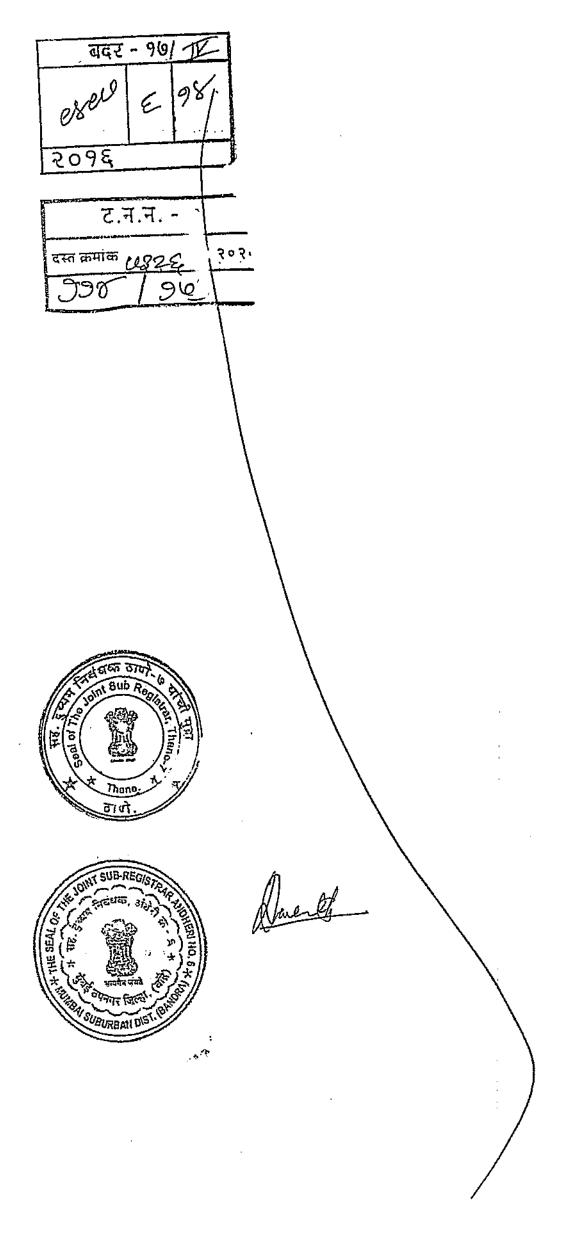
(iii) The said Company has vide its Board Resolution ("the said uno Resolution") dated 10.11.2016 held at its registered office at Floor, 401-402, Viraj Towers, Western Express Highway, Near WEH Metro Stn, Andheri (East), Mumbai – 400 093 has authorised me to execute Sale Agreements with various Purchaser/s of units in JP North Project at Ghodbunder Road.

Mira Road, Thane. The said Resolution is hereto marked and

(iv) Due to my pre-occupation with other matters, I am unable to attend the work of registration of the Sale Agreement/s executed one with various unit purchasers in the said Project before the Sub-Registrar and hence I am desirous of appointing Mr. Laxmannath Yogi and/or Mr. Laxmi Narayan Sharma, to be my lawful attorney to do for me and on my behalf severally one or more of the

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following acts, deeds, matters and things registration of the various Agreement for Sale and other ancillary documents executed by me and completing the registration formalities and it is hereby also recorded that there is no mone any consideration payable to the Attorney and have therefore executed this Specific 9

Power of Attorney in favour of Mr. Laxmannath (Yogingid) or Mr. Laxmi Narayan Sharma, in the manner aforesaid.

NOW KNOW YE ALL MEN AND THESE PRESENTS WITNESSETH, that I, Mr. Vikash Sajjan Khetan the authorized Signatory of M/s. Skylark Realtors Private Limited, a company duly incorporated under the Companies Act, 1956 and also governed by the Companies Act, 2013, having its registered Indian Inhabitants and having their office at 401-402, 4th Floor, Viraj Towers, Western Express Highway, Andheri (East), Mumbai – 400 093 vide the said Resolution, do hereby appoint nominate and constitute the said Mr. Laxmannath Yogi and/or Mr. Laxmi Narayan Sharma to be my true and lawful Attorney (hereinafter referred to as "the said Attorney/s") for me and in my name and on my behalf to do, execute and perform, either jointly and/or severally, the following acts, deeds, matters and things, that is to say.

Registrar of Assurances at Thane, and/or any other concerned.

Sub-Registrar and to present the Agreement for Sale executed by me as the authorised representative of Skylark Realtors Physics Limited in respect of the various units in the building/s being constructed in the said Project named JP North on various lands as also any other Deeds, Undertakings, Affidavit, Indemnity Bond, Declaration and other documents etc. and to admit execution of such original document/s signed by me and on my behalf to do not such original document/s and things necessary in connection fusions.

 And I hereby authorize my said Attorney/s or any respectively on my behalf

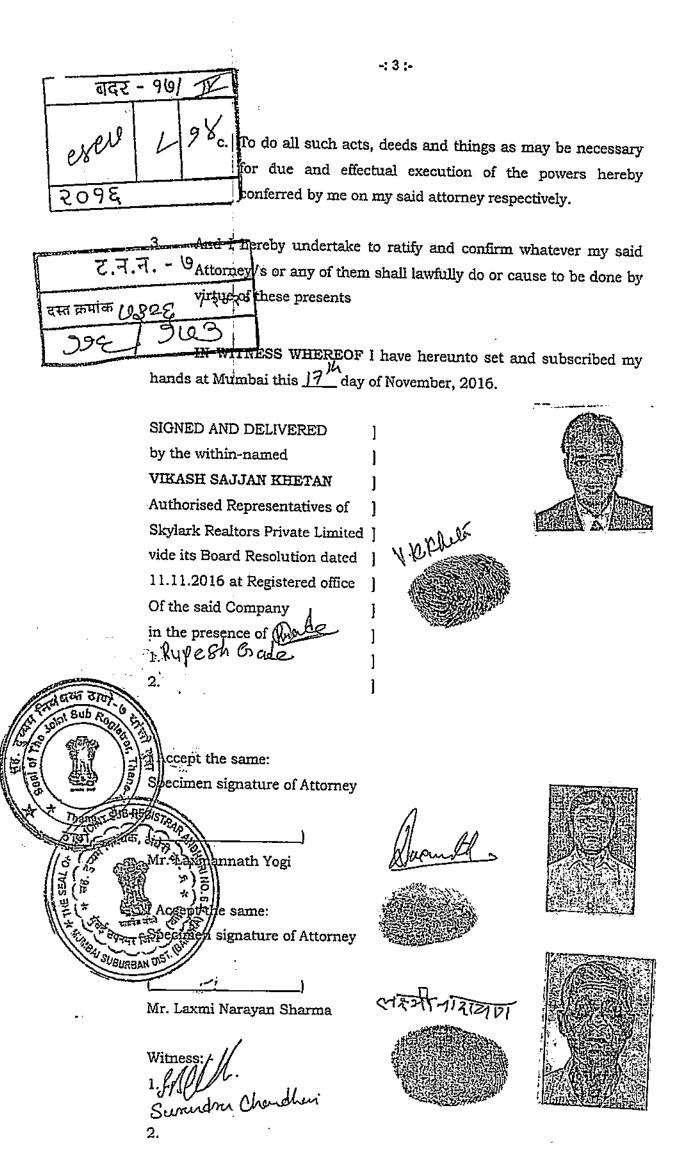
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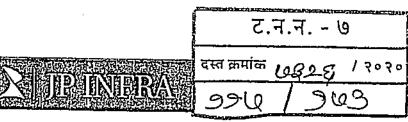
a. to present for registration any such documents which may hereafter be made or executed or signed as aforesaid;

b. To comply with the registration formalities including payments to be made, acceptance of receipts, to apply for certified copies and to receive the same.

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SKYLARK REALTORS PVT. LTD. 4th Floor, Viraj Towers, Western Express Highway, Near WEH Metro Station, Andhert (East), Mumbal - 400 093.

T: +91 022 4241 5678 | F: +91 022 4241 5679 | E: info@jpinfra.com | W: www.jpinfra.com | CIN: 45200MH2010PTC206022

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF SKYLARK REALTORS PRIVATE LIMITED HELD ON 11th NOVEMBER 2016 AT 11.00 A.M. AT THE REGISTERED OFFICE OF THE COMPANY AT 04th FLOOR, 401-402, VIRAJ TOWER, WESTERN EXPRESS HIGHWAY, NEAR WEH METRO STN, ANDHERI EAST -400093, MUMBAI.

The Company has entered and/or shall be entering into various Agreements for Sale of flats with various Purchasers in "JP North Projects" at Ghodbunder Road, Mira Road, Thane. The Company has authorized Mr. Virendra Agarwal and/or Mr. Vikash Khetan, Authorized Representative of the Company to Sign and execute the said Sale Agreements. Due to pre-occupation with other matters, Mr. Virendra Agarwal and Mr. Vikash Khetan are unable to attend to the registration of the Sale Agreements with the Sub-Registrar. It has therefore been decided that Mr. Virendra Agarwal and/or Mr. Vikash Khetan as Authorized Representative of the Company shall execute and register a Power of Attorney in favour of Mr. Laxmannath Yogi and Mr. Laxminarayan Sharma to attend the office of Sub-Registrar and admit execution of the Sale Agreements on behalf of Mr. Virendra Agarwal and/or Mr. Vikash Khetan.

"RESOLVED THAT Mr. Virendra Agarwal and/or Mr. Vikash Khetan as Authorized Representative of the Company, be and is hereby authorized to settle, sign and execute the Agreement of Sale, Power of Attorney etc. for sale of flats in "JP North Projects" at Ghodbunder Road, Mira Road Thane, as also any other documents incidental or ancillary thereto, for and on behalf of the Company;

RESOLVED THAT Mr. Laxmannath Yogi and/or Mr. Laxminarayan Sharma Authorized Signatory of the Company be and is hereby authorized to attend the Office of the Signatory of the Company be and is hereby authorized to attend the Office of the Signatory of the Company and admit execution of the Agreement of Sale of flats in "JP North Projected and South State of the Company Authorized Representative of the Company

RESOLVED FURTHER THAT the company do hereby agree to ratify all and things done by Mr. Laxmannath Yogi and/or Mr. Laxminarayan Shoconnection."

For Skylark Realtors Private Limited

Director

Name: Shubham Jain

DIN: 01925704

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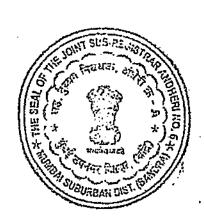
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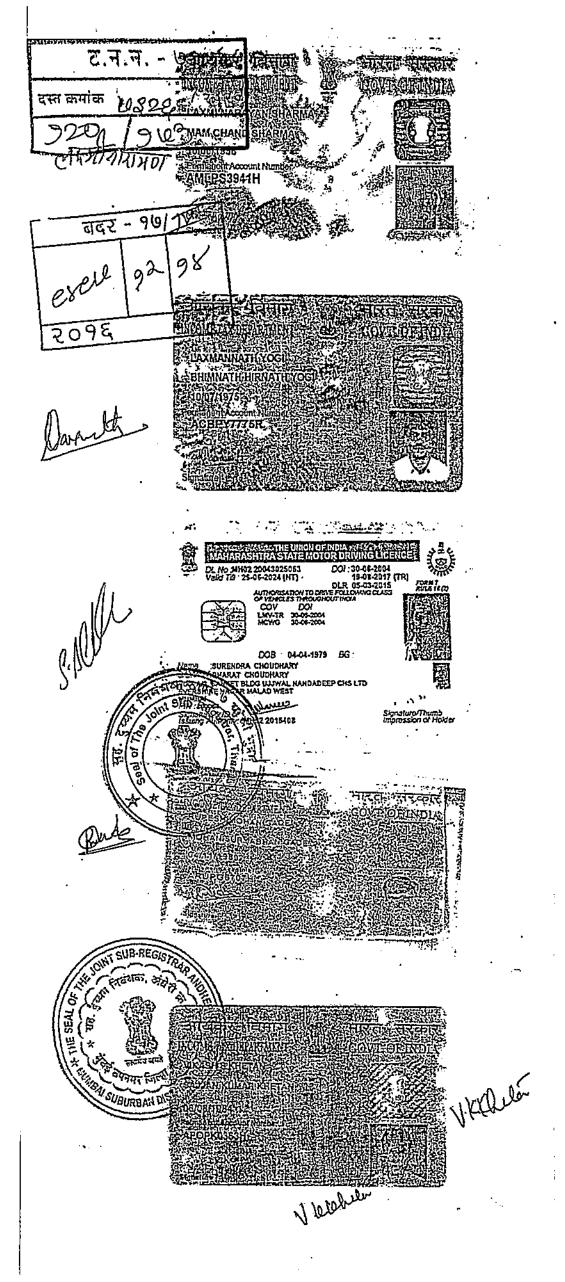


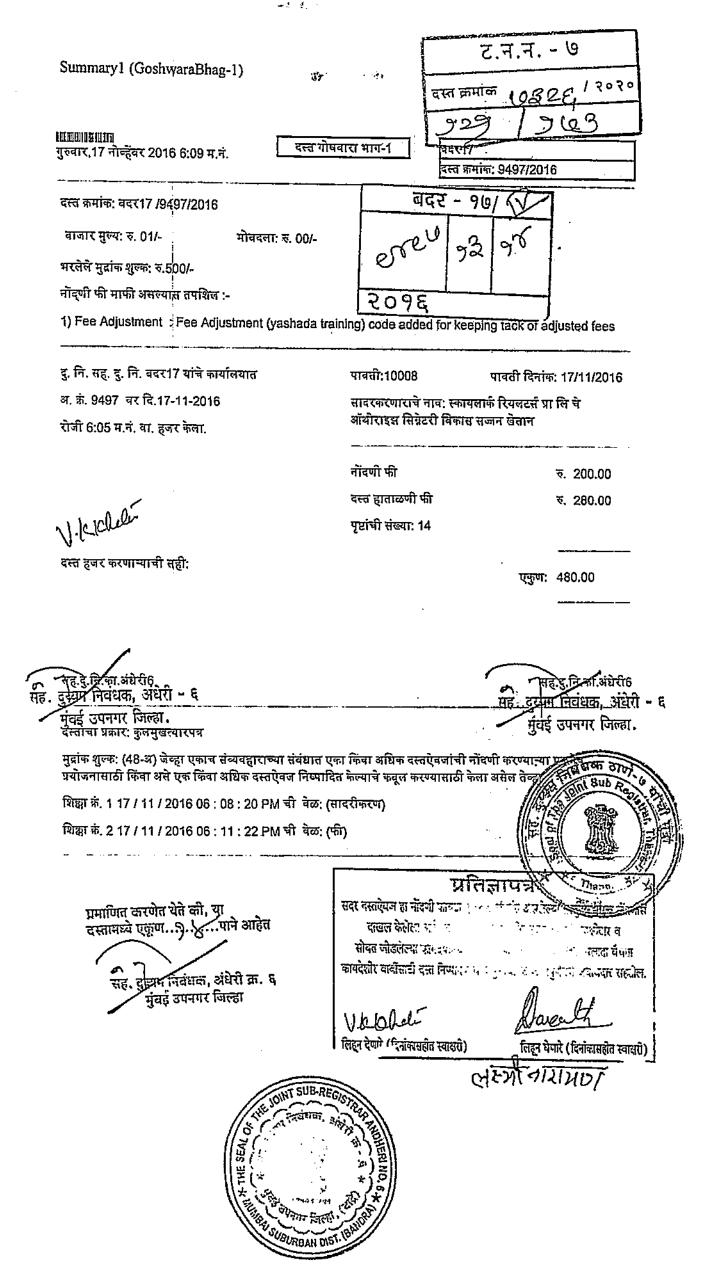


193024 २०१६ Energy Your Electricity Bill for - OCT-16 Account No.: 152141381 801 Date: 05-11-2016 <u>Name</u> : J.P.INFRA(MUMBAI)PVT.LTD. ; 401/402 VIRAJ TOWERS, NRLANDMARK JUNOTION, W.E.HIGHWAY, AIC ROAD, ANDHERI (EAST) MUMEAI 400059 ; Please call 1600 200 3030 to register Address Mobile No. BIII Distribution No.: SOUTH CENTRAL/SCZ3-MIDCA3/S12 Tariff : LT II (C) | Bill No. :101652282168 Cycle No. on causur though . Type of Supply dill amount (2) Category: COMMERCIAL Net other charges (5)) 17 1762.67 OF STREET 9 m2.220 balance (2) Total (2) Units consumed including peak hour units OCT-15 2123 "" For details, please see overleaf. NZ ZUZA 44.00 SEP-16 20/2/2014 44.00 AUG-16 11368 4400 JUL-15 图(2012)[2][2] 13511 44.00 JUN-16 DIC CONTRACTOR 14830 44.00 MAY-15 11743 44.00 APR-16 Manager 15 10431 454 P-15 医抗发送 400 0EC-15 / 1800-200-3030 tell free no. (or power outage (24 hours) **STATE** B161 Kenney. A Your nearest Customer Care Centro/Internal Gilevence Redressal Cell (IGRC): E-4, MIDC, Ancher(E), Mombat • 400 093
Fax: 3009 4200 • Empit energy, helpdock Grafance add.com एस्टाइक्ट (Croy to picatest unstained by SCC reich Common Colorade Relevant Foreman L.C., MICC, Anchor U.C. (Croy to picatest unstained by SCC reich Common Common Perfordance for mobile copyright and the Manual 100 093 Tet 3007 4247. E-mail: common foreman Perfordance for mobile copyright and the Common Copyright and C Shringh Ka solicines stamp duty paid by order no. Mudrank A. M. S. 2010 / 572 C. R. 17874-1 cased 14.03.2016 THE MANTE ! receipt of for cheque, of the costs E. E.O. E. If paying by cheque, please remember: Make cheque psyable to Reliance Infrastructure Ltd. B/C No.: :152141281 · Cheque should be account payer Chaque should not be post-dated Cheque should be payable through local clearing . Always attach payment slip. Do not staple 0152141381500155Q3025112016001579800 Ref. No. : X749\2182-2501 T: 1762.22 Cr Roundsum payable by : 26-11-2016 Rupoos ONE FIVE SIX ZERO THREE ZERO ₹ 158039,00* Roundsum payable between: 27-11-2016 and 26-12-2016 Reposs ONE FIVE SEVEN NINE EIGHT ZERO ₹ 157980.00

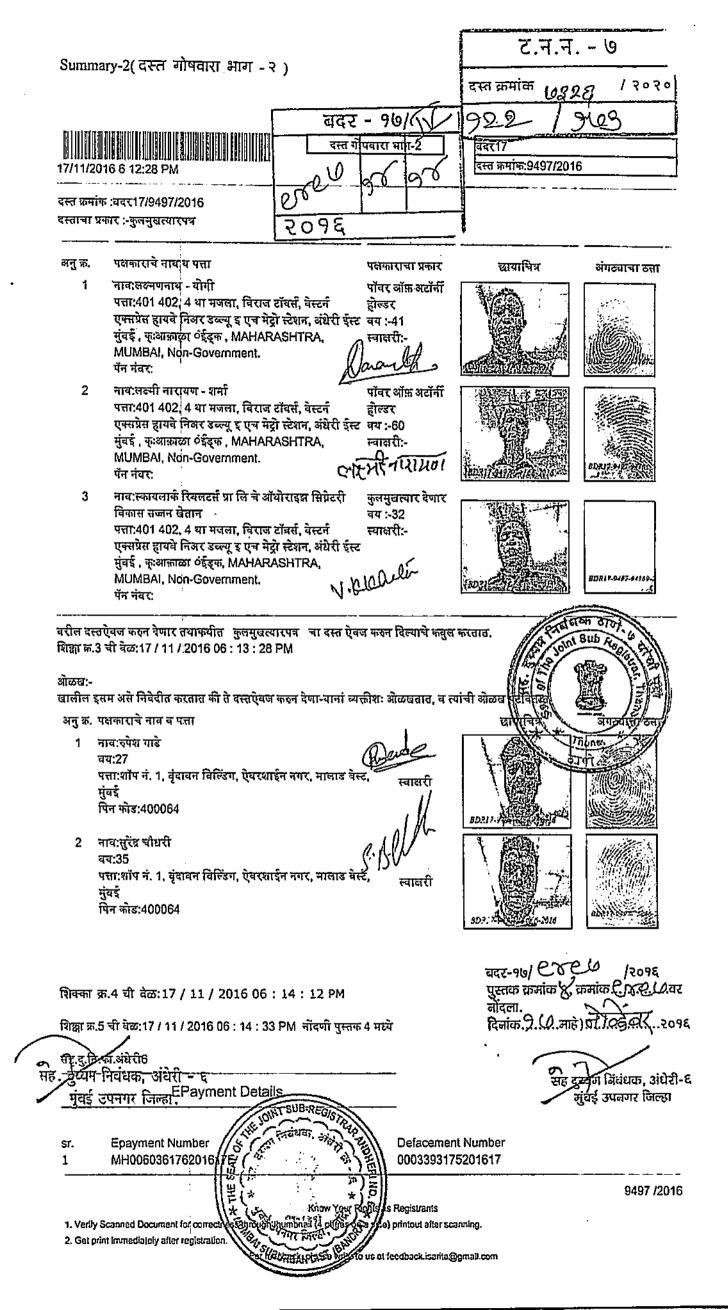
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घोषणापत्र

मी/आम्ही लक्ष्मणनाथ योगी या द्वारे घोषित करतो कि दुय्यम निबंधक ठाणेयांचे कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात
आला आहे. जे. पी. इन्फ्रा रियल्टी प्रा. लि. चे अथोराईज सिग्नेटरी विकास सज्जन
खेतान (पूर्वी ओळखले जात होते या नावाने स्कायलार्क रिखल्टर्स प्रा.लि.) व इतर
यांनी दि. 17/11/2016 रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे आम्ही,
सदर दस्त नोंदणीस सादर केला आहे, निष्पादित करुन कबुलीजबाब दिला
आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्रा रद्द केलाल
नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तिपैकी कोणीही मयत जालेल
नाही किंवा अन्य कोणत्याही कारणामुले कुलमुखत्यारपत्र रद्दबाबत ठरलेले
नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कुती करण्यास
आम्ही. पर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढलुन आल्यास्त्र अधिनियम 1908 चे कलम 82 अन्वये शिक्षेस आम्ही पात्र राहण्य स्वार्वी स्वर्णाः

कुलमुखत्यारपत्र धारकाचे नाव व सही

ट.न.न. - ७ दंस्त क्रमांक *७३२६* 1 2020

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पावती

Original/Duplicate नोंदणी फ्रं. :39म

Thursday, June 07, 2018

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Regn.:39M

भावती कं.: 7430

दिनांक: 07/06/2018

गावाचे नाव: घोडवंदर

दस्तऐवजाचा अनुक्रमांक: टनन12-6938-2018

दस्तऐवजाचा प्रकार: मुलमुखत्यारपत्र

सादर करणाऱ्याचे नाव: स्कायलाकं रिअल्टर्स प्रा.ति. चे अँथोराईज सिग्नेटरी विजय जैन तर्फें

कु.मू. म्हणून लक्ष्मीनारायण शर्माहु

₹. 100.00 ⊽. 800.00 ₹.,900.00 र्यम निबंधक क्रा -२ वाणे क्र. १२

याजार मुल्य: रु.1 मोवदला रु.१/-भरलेने मुद्रांक शुल्क : रु. 500

1) देसकाचा प्रकार: By Cash रक्क्षम: रु 100/-2) देवकाचा प्रकार: By Cash एक्षम: रु 800/-

> मुळ दस्तऐवज पर्ख मिळाला न्गरायर्था



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CHALLAN MTR Form Number-8

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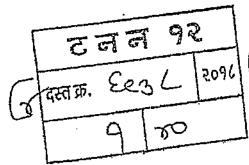
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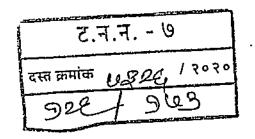
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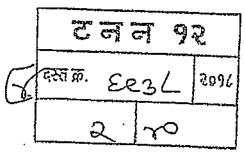
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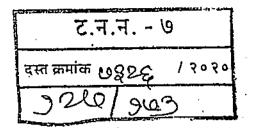


IRRECOVERABLE POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I KAMAL JAIN, PAN No. AAKPJ4325K, an Adult, Indian Inhabitant, having residence at BIC1, Somnath Mahadev Society, Parle Point, Surat, hereinafter referred to as "KAMAL/EXECUTOR" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her legal herest administrators, executors and assigns) SEND GREETINGS;

WHEREAS:

A. One MANOJ had under a Deed of Conveyance dated 26th February 2016, registered in the Office of the Joint Sub-Registrar of Assurances, Thane-10 under Sr. No. TNN-10/3129/2016 on 26th February 2016, acquired right title and interest of all that piece and parcel of land bearing Survey No. 110 Hissa No. 2 admeasuring approximately 7902 square meters or thereabouts situate, lying and being at Village Ghodbunder, Taluka and District Thane in the Registration District and Sub-District of Thane and now within the limits of Mira Bhayander Municipal Corporation (hereinafter referred as the said "Land") as more particularly described in the First Schedule hereunder written, for the consideration and in the manner specified therein.



B.

("AFS") registered with the Joint Sub-Registrar of Assurances at Thane under Serial No. 2018 on 7/6/ 18 - executed by and between MANOJ and KAMAL, MANOJ had agreed to sell, convey, transfer, assign to KAMAL, portion of the said land i.e. land admeasuring 3780 sq. mtrs. (approx.) forming the notionally divided portion of the said land admeasuring 7902 sq. mtrs. bearing Survey No. 110 H. No. 2 situate, lying and being at Village Ghodbunder, Tal.& Dist, Thane in the Registration District and Sub District of Thene and now within the limits of Mira Bhayander Municipal Corporation more particularly described in the Second Schedule hereunder written (hereinafter referred to as the "said Property") written marked in red coloured hatched boundary lines of the Plan hereto annexed as Annexure "A", for a consideration of Rs.13,03,73,102/- (Rupees Thirteen Crores Three Lakhs Seventy Three Thousand and One Hundred and Two Only] and on other terms and conditions as set out therein. Simultaneously with the receipt of total consideration of Rs.13,03,73,102/- (Rupees Thirteen Crores Three Lakhs Seventy Three Thousand and One Hundred and Two Only), MANOJ has handed over vacant, peaceful and physical possession of the said property to KAMAL vide Possession Letter dated ____ ___ as and by way of part performance as is contemplated under section 53A of Transfer of Property Act, 1882.



D.

third party right/claim.

E. By a Development Agreement dated 7/6/8. (hereinafter referred to as the said "DA"), executed by and between KAMAL, MANOJ and SKYLARK REALTORS PRIVATE LIMITED (CIN NO. U45200MH2010PTC206022), (PAN No. AAOCS9607A), having registered office address at 4th Floor, Viraj Towers, Western Express Highway, Near



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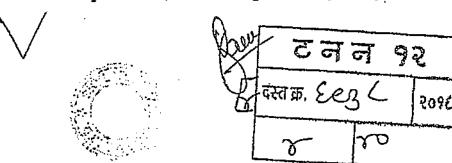
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ent rights of SUS

WEH Metro Station, Andheri (East), Mumbai - 400 093 (hereinatter referred to as the "SKYLARK"), KAMAL has granted development rights of the said property for the consideration and in the mander specified therein. The said DA is registered with Sub-Registrar, Thane, under registration no. 6739 dated 7/06/2018.

- F. In pursuance of the said DA, it is desired that the Executor herein makes and execute an Irrevocable Power of Attorney in favour of the said SKYLARK and the Executor herein has agreed to give to SKYLARK the powers to carry out the tasks hereinafter listed.
- G. The Executor herein has agreed to execute this Power of Attorney in favour of SKYLARK in order to enable them to carry out the following acts, deeds and matters as contemplated in these presents with a view to develop the said property as per Applicable Law, and also to do and perform all acts and matters consequential to the pursuant to the said DA.
- H. The said POA by Clause No. _____ empowers KAMAL to execute a substitute Power of Attorney as KAMAL from time to time think fit and proper. KAMAL by exercising the said clause, substituting SKYLARK in place of KAMAL for carrying out the tasks as appearing in the said POA.
- I. This power of attorney is in addition to as also in substitution of the POA executed by MANOJ in favour of KAMAL, in favour of SKY pursuant to the said DA.
- J. The said DA being the principal instrument employed in the selling rights of the said property to the Developer/Acquirer has been duly stamped with the requisite ad-valorem stamp duty prescribed under Article 5 of Schedule-I to the Bombay Stamp Act, 1958, and accordingly, this Power of Attorney has been duly stamped with fixed stamp duty Rs.500/- in accordance with Article 48(h) of Schedule-I to the Bombay Stamp Act, 1958.

NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH that I, KAMAL AGRAWAL an adult, Indian inhabitant residing at B1C1, Somnath Mahadev Society, Parle Point, Surat; do hereby irrevocably nominate, constitute and appoint SKYLARK REALTORS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and governed by Companies Act, 2013 and





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having registered office at 4th Floor, Viraj Towers, Western Express Highway, Near WEH Metro Station, Andheri (East), Mumbai – 400 093, acting through its authorized signatory/Director _______ or any such other person as may be authorised for the purpose by a resolution of Board of Directors of the Attorney to be my true and lawful attorney and as a substituted attorney of the said POA, for me on my behalf and in my name, to do and execute or cause to be done or executed, to act for me and manage and look after my affairs which the Attorney has consented to do all or any of the following acts, deeds, matters and things in respect of the said property, I, KAMAL AGRAWAL, hereby confer upon the Attorney the following powers and authorities as mentioned below and the same shall be irrevocable and shall continue to be in full force and effect till the said property is completely developed by Skylark Realtors Private Limited:-

I TO CONVEY AND ASSIGN:-

1. To sign and execute the conveyance/sale deed/assignment/sub-development agreement and all other documents on my behalf for the purpose of completing sale, transfer and assignment of our right title and interest in the said property in favour of the attorney or any third party or its nominee(s) including the body of purchasers as the premises which may be constructed by the Developer on the said property.

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To present, lodge and admit execution of the Indentification Conveyances, and/or all other deeds, documents, agreements and wraings for the purpose of completing the conveyance, sale and transfer of my right title and interest in the said property in favour of the Purchaser or its nominee(s) including the body of purchasers & the premises which may be constructed by the Developer on the said property for registration before the appropriate office of the Sub-Registrar of Assurances and to appear before him and/or to attend and remain present whenever called upon before the office of the Sub-Registrar of Assurances to admit execution of the Indenture of Conveyance and other deeds, documents on our behalf;

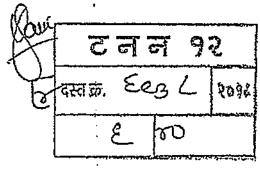
3. To do and perform all acts, deeds, matters and things, including to execute all documents including deed of rectification, corrigendum agreement, addendum agreement, deed poll and/or other document in relation to the Indenture of Conveyance or otherwise with respect to the said property, as may be required by the Attorney;

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- 4. To collect sale proceeds in the name of the Attorney and give discharge thereof;
- To grant sub development rights in respect of the said property in favour of the other party.

II SANCTIONS AND PERMISSIONS:-

- 1. To approach all the concerned authorities under the Urban Land (Ceiling and Regulation) Act, 1976 ("the ULC Act") for the purpose of obtaining all necessary permissions for development and/or transfer of the said property or any part thereof and for permission, if required, for sale of constructed units / premises thereon and for such purpose to sign such applications, papers, writings, undertakings, declarations etc. as may be required and to carry on correspondence with the authorities under the said Act and also to prefer appeal or appeals from any order of the Competent Authority and/or any other authority made under the provisions of the ULC Act in connection with the said property;
- To initiate necessary steps or proceedings for the change of present zoning
 of the said property or any part or portion thereof; to any other zone/s
 before all concerned authorities/bodies having jurisdiction over and/or
 against the said property;
- 3. To apply and obtain any permission or No-objection, so necessary for sale or assignment of the development rights of the said property from concerned authorities;
- 4. To utilize the entire Floor Space Index ("FSI")/Floor Space Area ("F
- 5. To avail the benefits of TDR regarding the said property and for the said purpose to utilize the floor space area of any other plot on the said property or to transfer the present and/or future floor space area available on the said property to any other plot and for any other purposes aforesaid, including for the purchase of Development Rights Certificate





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("DRC") to pay the prescribed fees thereof and to sign and submit all the necessary papers/documents for any of the aforesaid purposes;

- To negotiate, obtain and use TDR or Floating FSI in the said property subject to prevailing laws or rules or regulations from time to time;
- 7. To prepare, sign and submit and obtain any revision of the development plan of the said property from the local municipal corporations and also apply and obtain any revisions or amendments thereof, from time to time;
- 8. To apply and obtain any further or additional permissions, no objections or sanctions from all concerned authorities/bodies for carrying out any development work of the said property or the benefits arising of the said property;
- 9. To secure such necessary Environment Clearance permission, as any be required and also the necessary clearance from Civil Aviation Ministry for completion of the entire Project To sign, apply, submit, and obtain for the necessary sanctions and/or approval and Environment Clearance permission and Civil Aviation Ministry.

To get the said property demarcated from the Appropriate

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AMALGAMATION AND SUB DIVISION:-

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obtain a Demarcation Certificate in respect thereof, as also to take all steps necessary to be taken for getting the boundaries of the said property exed and ascertained and to apply for and obtain the measurement, maps plans and to pay all costs, charges or expenses payable in connection Herewith. To divide/sub-divide the said property and/or to survey the a property and/or to amalgamate the said property or any part(s) thereof with any contiguous, adjoining or adjacent lands or properties for the purpose of jointly developing and/or redeveloping the same with the said property and/or for grant of sub-development rights and/or any other purposes as may be deemed fit by SKYLARK. For these purposes, SKYLARK shall be entitled to deal with, correspond with and represent me before all concerned government, semi-government, local and public bodies and authorities, including Land Records Authorities, TILR, Town Planning Authorities, Authorities under any Acts and the Collector and other Revenue Authorities including the City Survey Officer, the Talathi, , the Tehsildar, the Sub-Divisional Officer, and to apply for and obtain from



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them all necessary permissions, sanctions, approvals, orders, elearances, exemptions, no objection certificates and other certificates, and to obtain or get approved or sanctioned from them amendments or modifications to or in respect of any sub-division(s) and/or amalgamation(s) earlier carried out, and to do and perform all necessary acts, deeds, matters and things, including to pay all necessary charges, fees, premia, deposits and other amounts whatsoever, and to sign, execute, submit, file and register (if required) all necessary forms, plans, applications, declarations, indemnities, affidavits, representations, undertakings, agreements and other papers, deeds, documents, instruments, assurances and writings

 To take all necessary steps for the sub-division/amalgamation of the said property, by metes and bounds and also civil court or tribunal or any forums in connection thereof and apply and obtain separate or city survey numbers.

IV PAYMENTS AND DEPOSITS:-

whatsoever as may be required.

- To pay development charges or betterment charges or scrutiny fees or any other charges, levies or cess, including any deposits that become payable in respect of any development work to be carried out of the said property;
- 2. To make payment of any deposits or charges that become payable in respect of the said property to all concerned authorities/bodies from time;
- To apply for and obtain and receive refund of moneys paid and/or do not which may be deposited with the relevant authorities/corporation to sign receipt for the purpose;
- 4. To sign all applications, forms, papers, undertakings, indemnities, authorities terms and conditions etc. as well as pay all fees, deposits and other amounts under whatsoever head to any of such authorities and to receive back the same and pass valid receipts and to take and give oral and written statements before any such authorities or persons whomsoever, as may from time to time be required by the authorities concerned;

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> 5. To demand, sue for, enforce payment of and receive and give effectual receipts and discharge for all moneys, debts, goods which are or may become due, owing payable or transferable in respect of the said property from any person/s.

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V FINANCE:-

1. To apply for and obtain finance/loans from any financial institutions against security/mortgage of the said property and/or the Development Rights and to mortgage the said property or any part thereof to raise any finance from any institution whatsoever for procuring loan by execution and registration of a Deed of Mortgage and in case required to sign on my behalf as either as consenting party or in any other capacity, either under this power of attorney or otherwise to execute such Deed of Mortgage and present the same for registration in the appropriate registering office and admit the execution.

VI <u>LITIGATION:</u>

Authorities under the provisions of the ULC Act or any other law/act to represent me in any such other proceedings either by the said Attorney or through any Advocate, Pleaders, Counsels, Solicitors or any other professionals or any other person/s competent in this behalf, to pay the fees of such persons appointed and also to terminate their appointments and appoint others in their places, to give information and papers to the Competent Authority in this connection and generally do all things necessary to be done for presentation/processing of my case before the

Striperty;

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negotiate and settle any disputes with authorities with respect to the said property;

3. For me in my name to accept service of any Writ of Summons or other legal process and to appear in any court and before all Courts, Magistrates or Judicial or other Officers whatsoever as by the said Attorneys shall be thought advisable and to commence any action or other proceedings in any Court of Justice or Authority and the same action or proceedings to prosecute or discontinue or become non-suited therein and to settle, compromise or refer to Arbitration any suit, action or proceedings as the

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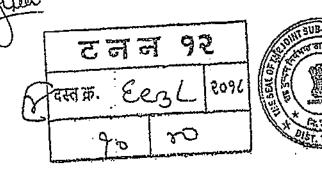
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also to take such other lawful ways and means for the recovering or getting in any such money or other thing whatsoever which shall by the said Attorney be conceived to be due owing, belonging or payable to meloy any person firm or body corporate and also to appoint any Solicitor and/or Advocate or Lawyer or Counsel to prosecute or defend in the premises aforesaid or any of them as occasion may arise either in my name or in the their name as the said Attorney;

- To sign, verify and execute Plaints, Written Statements, Counter-Claims, 4. Appeals, Reviews, Applications, Affidavits, Authorities and papers of every description that may be necessary to be signed, verified and executed for the purpose of any suits, actions, appeals and proceedings of any kind whatsoever (including action against the tenants/occupants) in any Court of Law or Equity whether of Original, Appellate, Testamentary or Revisional Jurisdiction or Judicial Authority established by lawful Authority and to do all acts and appearances and applications in any such Court or Courts aforesaid in any suits, actions, appeals or proceedings brought or commenced and to defend, answer or oppose the same or suffer Judgments or Decrees to be had given, taken or pronounced in any such suits, actions, appeals, proceedings and to execute Decrees as the said Attorney shall be advised or think proper and also to bid at the Auction Sales that may be held by or on my behalf under the powers reserved to me under any Mortgage or Charge or by any Court or any Officer thereof and to purchase any land hereditaments and premise such Auction Sales and to sign, verify and execute any applic
- 5. To nominate, appoint, engage and authorize Solicitors, Advocates, Architects, Surveyors, Engineers and other professional agents and to sign and give warrants or Vakalatnama or other necessary documents in their favour and such other authorities as may be necessary from time to time and to revoke their appointments and to pay their remunerations including fees and charges;

affidavits, agreements or other documents;

 To compromise and/or settle the suits and/or any matter pending before the appropriate forum in respect of the said property.



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VII PERMISSION FROM COMPETENT AUTHORITIES:-

- 1. To obtain necessary orders, approvals, sanctions, permissions, clearances from the Collector, the Government of Maharashtra, the MBMC, City Survey Officer, TILR, DILR and all other competent and concerned authorities as may be required for recording the SKYLARK as the owner of my right title and interest in the said property as specified in the Second Schedule hereunder in the records of the aforesaid authorities as may be deemed fit and proper by the SKYLARK, and for the aforesaid purpose, to sign and submit all necessary applications, forms, indemnities, undertakings, affidavits, declarations, papers, documents and writings, and to pay all charges, fees, premia, deposits and other amounts and levies whatsoever and to do and perform all other necessary acts, deeds, things and matters as may be required in this regard;
- 2. To change the name and other details in the records of Reliance Infrastructure (Electric), M.T.N.L, B.S.N.L., TATA Power and/or all other relevant utility providers to the name of the SKYLARK and in that regard to sign, seal and execute all applications, letters and/or writings as and when required or necessitated or required by the said SKYLARK;
- 3. To make/apply for applications for water connections, drainage, electric supply, telephone cables and other incidental requirements before the Collector and/or Municipal Corporation, Reliance/Maharashtra State Electricity Board/TATA's and/or any Competent Authority which may be required for the use and/or development of the said property;

To appear and represent me/owners before the Collect me Period of the conspetent authority for getting the necessary permissions for the agricultural use and for the development of the said property project and to make the necessary applications;

5. To apply for in my name on my behalf for conversion of the said property to non-agricultural use either for the residential purposes or commercial purpose or to obtain, if necessary, modified permissions for non-agricultural use from the Collector or Additional Collector and/or from such other concerned authorities and/or apply for and obtain relaxation, extension or modification or otherwise with respect to any matter contained in or concerned with the non-agricultural permission and to sign and execute all papers necessary to get the unauthorized non-



agricultural uses regularized on payment of fines or other considerations—9
payable in this connection and to do other things necessary for getting the 1,2020
said non-agricultural permission from the concerned authorities.

VIII RECORD OF RIGHTS:-

- 1. To sign, execute and make on my behalf all such deeds, declarations, documents, writings, applications, letters and correspondences as may be required for mutating the name of Skylark as the owner of the said property as specified in the Second Schedule hereunder in the records of the Collector, Tahsildar, Talathi, the Government of Maharashtra, the MBMC and all other competent and concerned authorities as may be required in that regard.
- 2. Further to sign, execute and make on our behalf all such deeds, declarations, documents, writings, applications, letters and correspondences as may be required for mutating the name of SKYLARK as the owner of the said property as specified in the Second Schedule hereunder in the records of the Collector, Tahsildar, Talathi, the Government of Maharashtra, the MBMC and all other competent and concerned authorities as may be required in that regard.
- To undertake all acts, deeds, matters and things as may be required to 3. update and/or rectify all the revenue records with respect to the said property and for that purpose to execute all the necessary deeds, documents, declarations and writings as may be required by the relevan authorities and to also update and rectify all other records statutory/public/ private bodies/authorities/utilities with respect said property and to obtain necessary orders, approvals, said permissions, clearances from the Collector, Tahsildar, Talathi, Government of Maharashtra, the MBMC and all other competent and concerned authorities as may be required in that regard and for the crait aforesaid purpose, to sign and submit all necessary applications, forms, indemnities, undertakings, affidavits, declarations, papers, documents and writings, and to pay all charges, fees, premia, deposits and other amounts and levies whatsoever therefor, and to do and perform all other necessary acts, deeds, things and matters as may be required in this fegard.

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Officer or any private surveyor and to get necessary plans and area od from the Officer of the City Survey Office, Superintendent of Land Records or his superiors and to get the rectified area duly noted in the pprocepty registered card/7/12 extract and to claim additional area if any and the benefit of the additional area for the purpose of F.S.I. under the Development Control Regulations applicable to the said property.

5. To do all acts, deeds and apply for copies of Property register cards/7/12 extract or City Survey Plan of the said property, development plan, or such other records, plans and certificates as my Attorney may deem fit and proper and for that purpose make and file such application and writings and affidavits and represent me/owner before such authority or authorities as the Attorney of myself/owner may think fit and proper.

IX OTHER POWERS:-

1. If due to any change or amendment in any existing statute or law and/or any new statute or law being passed, the said property or any part/s thereof is/are affected in any manner, then to comply with the provisions of such law/statute in all respects as regards the said property, and to do and perform all acts, deeds, things and matters required thereunder in respect of the said property, including to sign, execute, affirm, verify, file and/or register all statements, forms, returns and other papers, writings and documents as may be required, and to apply for and obtain all necessary approvals, permissions, sanctions, exemptions, orders,

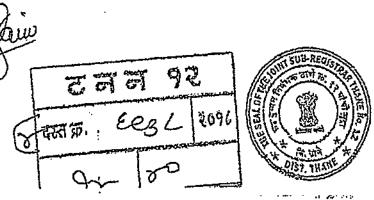
clearances and no objection certificates and other certificates in respect of the said property and/or the development and construction, were to be affect out thereon and/or in respect of the said fransformatic deposal thereof or any part/s thereof;

To negotiate, deal and settle with any person/s claiming with title and interest or benefits of any nature whatsoever in respect of the said property or any part thereof and obtain the surrender of rights of whatsoever nature and enter into necessary agreements/deeds/documents on such terms and conditions, as the said Attorney may in their sole discretion may deem fit and proper;

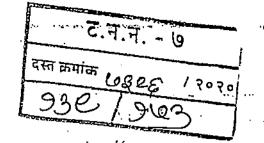
3. To enter into any settlement or compromise with such person or persons;

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- 4. To negotiate with the tenants in the building, if any for the purpose of vacating the premises in their use and occupation by giving alternative accommodation either in the said property or in any other part thereof and to sign and execute necessary agreements and or writings in that behalf and if required to register the same with any competent authority;
- 5. To enter upon the said property either alone or along with others for the purpose of commencing continuing and completing the construction activities on the said property;
- 6. To appear and represent me before all concerned authorities as may be necessary in connection with the development of the said property and/or revenue records pertaining to the said property;
- 7. To erect and/or putting up hoardings/ boards in the said property either for the purpose of advertisement of any nature/for information of general public and to insert in the advertisement of the newspapers that may be published such information and to do all acts, deeds and things to promote and complete the sale of units in the said property;
- 8. To publish a public notice in any Marathi or English newspaper at her own choice and desire and at its cost and expense through itself or through her Advocate for any purposes connected with the said property;
- 9. To sign and execute any agreement of any nature and or generally to acts concerning grant of any type of rights to any third party in letting out the said property or part thereof or plots therein or to on lease and/or contract and/or development for any purpose as receive consideration under such lease and/or contract development;
- 10. To handover possession of the said property or part thereof of the same under any agreements, lease agreements, deed/s of assignment and/or conveyances as also to any authority for any area under road widening or road under Development plan and obtain FSI or TDR or compensation in any form and for the same to all necessary acts, things and execute all deeds, documents and forms as may require by the concerned authority;



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- 11. To issue proper discharge receipt of sale consideration in the Conveyance Deed to be executed by and between the parties;
- 12. To carry on correspondence with all the concerned authorities and bodies including the Government of Maharashtra in all the Departments, Municipal or local bodies, Gram Panchayat, and/or Town Planning authorities in connection with the development of the said property;
- 13. In case of enforcement of any Town Planning Scheme in the area, to represent me in the proceedings and receive the final plot allotted to me in any Scheme;
- 14. To pay all the taxes, costs, charges, expenses and other outgoings in respect of the said property out of their own moneys and on their own account:

15. To form society/body of purchasers and apex body as per the extant provisions of the Real Estate (Regulation and Revelopment Act, 2016 (RERA).

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For the better doing, performing and executing all Hemperters and things aforesaid, hereby further grent unto SKYLARK full power and absolute authority at my risk, cost and consequences to substitute and appoint in their place and stead on such terms as they shall think fit one or more Attorneys to exercise all or any of the powers and authorities hereby conferred and to revoke any such appointment from time to time and to substitute or appoint any other or others in place of such Attorneys as SKYLARK shall from time to time think fit and proper.

AND GENERALLY to do all the acts, deeds, matter and things and execute all the deeds, documents and writings for carrying obtaining necessary permissions and approvals for the development of the said property or any part thereof and updating the revenue records in respect of the said property including the property registered cards in respect of the said property and for effectively exercising the powers hereby conferred on the SKYLARK.

The powers granted herein shall be construed in the widest possible sense as may be synergic with the terms and conditions of the said DA and shall inter alia expedient for discharge of the functions and exercise of powers set out fierein. All \$ / ? ? ? o payment which may be made or received in the course of exercise of power set) 03 out herein, shall be made/received in the name of the Attorney.

The Power granted herein is coupled with interest and shall be irrevocable.

AND I hereby agree and undertake to ratify and confirm all and whatsoever my said Attorney or any substitute or agent appointed by them under the power in that behalf hereinbefore contained may lawfully do or cause to be done in the premises by virtue of these presents whatever the Attorney lawfully do or cause to be done in and by virtue of these presents.

THE FIRST SCHEDULE ABOVE REFERRED TO (The said land)

ALL THAT piece and parcel of land bearing Survey No. 110 Hissa No. 2 admeasuring approximately 7902 square meters or thereabouts, situate, lying and being at Village Ghodbundar, Taluka and District Thane and in the Registration District and Sub-District Thane, now within the limit of Mira Bhayandar Municipal Corporation.

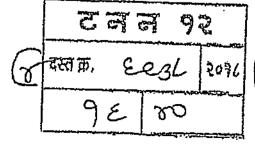
THE SECOND SCHEDULE ABOVE REFERRED TO

(The said property)

ALL THAT piece and parcel of land admeasuring 3780 sq. mtrs. (approx.) forming the notionally divided portion of the said entire property admeasuring 7902 sq. mtrs. bearing Survey No. 110 H. No. 2 situate at Village Ghodbunder, Taluka & District Thane in the Registration and Sub-District of Thane

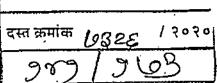








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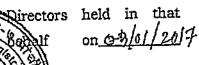
IN WITNESS WHERE OF, I, have hereunto set and subscribed my hand and seals at THANE. on this D7 day of TUNE., 2018.

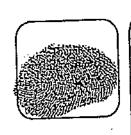
SIGNED SEALED AND)
DELIVERED)
by the within named)
KAMAL JAIN)

V

We Accept

SKYLARK REALTORS
PRIVATE LIMITED by its
Director
Mr. M.T.J.A.Y. TATN.
Pursuant to the
Resolution passed in the
meeting of its Board of



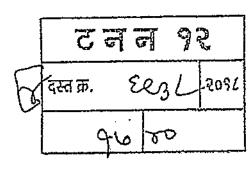




Comalain









ट.न.न. - ७ दस्त क्रमांक १९४२ ह

Index-II

14/03/2018

सूची क्र.2

दुस्यम निर्वधक : सह दु.नि. छाण 10

दस्त क्रमांक : 3129/2016

नोदंणी :

Regn:83m

गावाधे साव: 1) घोडवेंदर

(1)वितेखाधा प्रवतर

चरेंदी ढंत

(2)भोनदला

(९) बालारभाव(आडेपटट्याच्या बावतिसपटदाकार आकारणी देतो की पटदेदार ते नमुद करावे)

(4) भू-भापन,पोटहिस्सा व चरक्रमांज (असल्यास)

1) पातिकेचे माधःनिरा-माईदर मनचा इतर धर्पन :, इतर नाहितीः मौने घोडचंदर वेधात 1. सन्तं.110.हि.नं.1,पक्ण क्षेर 19520 घों.मी. मधुन 948 चो.मी. 2. स.मं.110.हि.नं.2.एकूण क्षेत्र 5290 घो.मा. ३. स.मं.११०,हि.म्ं.३,एकूण क्षेत्र 2630 घो.मा. ४.

त्तानं 110 हि.नं ४ प्रपूरा होन 2830 स्त्रीनी. एकूण सातराच्या वरीत क्षेत्र 21170 ची.मा. पेका आर.एत.ओ कुर्न प्राहेती केला होता है. आर. एत.ओ बिल्डसं(अ.ओकंपताचे क्षेत्र 11478 धी.जो. अपन्त 7902 धी.चे.ब्रेडी केतीएडवर्डी क्षेत्रीय क्षेत्रीय आकार फोड पत्रानुतार म्हणकंप नमुद्राहरू व्यवस्था होता होता होता है. विकास क्षेत्र भारत स्थापन नमुद्राहरू क्षेत्रीय स्थापन स्थापन विकास क्षेत्रीय स्थापन क्षेत्रीय स्थापन विकास क्षेत्रीय स्थापन विकास क्षेत्रीय स्थापन स्थाप हिर्पियोप असलेले क्षेत्र ३५७६ घो.मी. होंगे 10, दस्त इ.3125/2016 दिनांक 110/1-& Others ;))

(6)आकारणी किया जुडी देण्यात

(7) दस्तरंवन करन देणा-यद्यतिहून

क्षित्र महिन्द्रम्या चे पुर्वीयं आहण्याने विहेडतं (क्षेत्रो) । 1): नाव-म अहिएँनुई ठेयणाऱ्या पशकाराचे ताव किंवा : इाम्प्रेक्टर अनुमुक्त अरोवासी गाँधे चूर्तमु, ज्रहणून मुलवचंद्र मोर्जा - वयः 51; पत्ताः दिद्याणी न्यायातयाचा हुकुमनाना किंवा 'सीट नी , माळा तो - इमारतीचे नाव - क्लोंक तो - रोड़ नी मिरा रोड पूर्व ता.

(8)दस्तरेवज करत घेणाऱ्या पक्षकाराये व किंवा दिवाणी त्यायालयाचा हुकुमतामा किंवा आदेश असल्यास,प्रतिवादिये नाव व पत्ना

1): नादा-मतोज एम. पुरोहीत • - धया-53: पत्ताः-प्लॉट तं: ३४/१०२, माळा तं: -, इम्प्रकृषि नावः सुनाता गाँपीम संदर , क्लॉक नं: नवगर रोड , रोड नं: माईन्दर पूर्व ता. जि. दार्ग., महाराष्ट्र, THANE . हिन कोड:-101105 पॅन में:-

(9) दस्तरेवल कस्न दिल्याचा दिलाक 26/02/2016

(10)दन्स नींदणी केल्पाचा दिनांक

26/02/2016

(11)अनुक्रमांफ,खंड व पृच्ठ

3129/2016

(12)बाजसमावाप्रमाणे नुदांक शुल्क

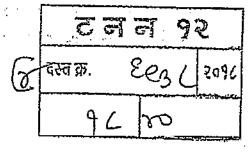
(13)बाजारमावाप्रमाणे नोंदणी शुल्क

(14)*शेख*

मुल्पकिनासाठी विचारात घेतलेला

मुद्रांक शुल्क आकारताना निवडतेला अनुष्येद :- !

(I) Within the limits of any Municipal Corporation of any Cantonment area annoxed to it.





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Page 1 of 2

ट.न.न. - ७ गाव बमुना सात दस्त क्रमांक ७८८६ अधिकार अभिलेख पत्रक (महाराष्ट्र ज़र्मीन महसूल अधिकार अभिलेख आणि नोंदब्रह्मा (जयार करणे व सुस्थितीत नेदने) निवस्त १९७१ यातील नियम ३, ५, ६ आणि ७) गाव :-धोर्ड्संदर त्तालुका ⊱ ठाणे ज़िल्हा :- ठाणें दिनांक:-०८/०२/२०१७ पर्यंत अदयावत न्यात्रप्रधानम् विद्यारम् । विद्यारम् चेमेविसास 990/2 मोमवद्भादार व्यो - १ शेतीचे स्थानिक क्षेत्र 'जाकारओणे में 'में द्वा फेरफ वाते गमान सेव एककेट आरविकी । अनिक फूमार अगरवाल PARAMAN SPREE MAKACI [12,400 प्रमेखार एनः यः विल्डानी (209E) कुळाझें नात्. भागीदार जिरायत ०,९३,६८ इतर अधिकार -सामाईक *क्षेत्र-*হর্ वासायत -तेखारापुनाम् कॉर्पे प्रातिः ०.५३,४८४,३८ ०.३१,३०५,२८४८) [46.68 2000]] 5530) [किस्रमलाळभूगन वाल त्तरी' पुरोहीत गांचा र रा.३५००००/-वंदकंश वा विकास करासचा बोजा.] इतर २२३०) पुतुरमा क्षेत्रक १३,४८ पोट्यंत्रातालागायहीस अर्थोग्स) चेगे (व) ० ३१५५० 'दर्ग [ड़] एकुणभी इ.६५.३० अस्काइणी ४ ३४ जुदी क्रिया -विशेष ऑक्ट्रास्थी सीमा आणि भुमापन चिन्हे (308),[337),(COE),(C90),(998E),(9989),(9984),(9470), https://ib.187203.31/eferfor2beto/PgHtml712.asfbx 🗗 🗗 92 EezL दस्त क्र. 2096 90

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ट.न.न. - ७ दस्त क्रमांक ७३२६ /२० ९४३४ / ५७९

Page 2 of 2

(201931/19828)/198531/155549/153281/15948/19816C)

गाव नसुना सारा

दिनक्रिः ०४/वर्/२वर्थभर्यतः अद्यावतः

अधिकारअभिलेखपत्रक

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ग्वः घोडवंदर

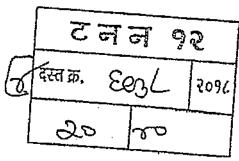
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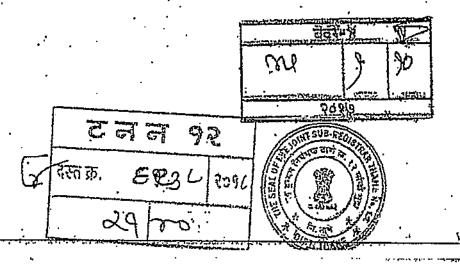


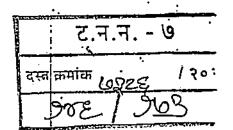
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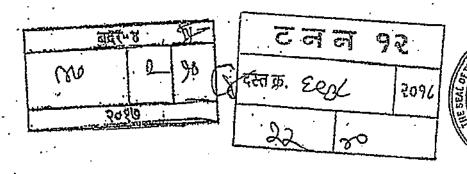
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SPECIFIC POWER OF ATTORNEY

ट.न.न.

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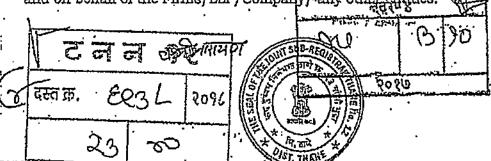
TO ALL TO WHOM THESE PRESENTS SHALL COME I, VIJAYKUMAR OMPRAKASH JAIN, age 53 years, an adult, of Mumba, Indian Inhabitant, having my address at 71, Govind Vihar, 7th Floor, Plot No. 55, N S Road - 7 J. V. P. D. Scheme, Mumbai - 400 049, SEND GREETINGS.

WHEREAS:

- I am the owner/developer, either in my individual capacity or as a sole proprietor or as a partner in various partnership firms. Limited Liability partnership firms and also director in various Companies and also authorized signatory in various entities vide various resolutions passed from time to time interalia carrying on businesses as Owners and/or Developers and/or Promoters of various immoveable properties and/or any other businesses;
- As such sole proprietor in sole proprietor firm, partner in such partnership firms, Limited Liability partnership firms and also as such director in such Companies and also authorized signatory in such entities, I am required to execute several Agreements, Deeds, Declarations, Indemnities, Affidavits and other document/s from time to time to which the Common Seal of the firm/partnership/ LLP/ Company or any other entities is required to be affixed and/or are required to be executed and/or attested by me as proprietor/partner/Director/authorized person of the n/partnership/ LLP/ Company/ any other entities and the sag s, Agreements etc., should be executed by me for and

all of the Firm/LLP/Company/ any other entities.

such proprietor/partner/Director of such partnership firms/LLP/ Company/ any other entities, the instruments and deeds under which plot of land/ structures/ buildings/ FSI/ FAR/ TDR/ various Flats/bungalows/ shops/ commercial premises/ industrial premises/ residential cum commercial premises constructed in various buildings by the Firm/LLP/Company/ any other entities are sold, are also required to be executed by me for and on behalf of the Firms/LLP/Company/ any othin



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तक व्य

٠.

D. Several such deeds, writings, agreements and conveyance to which the Common Seal of the Firms/LLP/Company/ any other entities is or is likely to be affixed or may or may not be affixed and which are or are likely to be attested by me, are or will be required to be registered under the provisions and thus I am and will be required to attend personally before the Sub-Registrar to admit execution thereof and identify the Common Seal of the Firms/LLP/Company/ any other entities affixed thereto and admit execution thereof;

E. Due to other engagements, I am not in a position to attend personally at the Office of the Sub-Registrar for the aforesaid purposes and I am therefore desirous of appointing Mr. Laxminarayan Sharma, having his address at A-203, Saraswati Sadan No. 2 Navghar Road, Near S R Classes, Bhayander East, Thane-401105, Maharashtra, to admit execution of such deeds, agreements and/or any other documents /writings and identify on signatures proprietor/partner/Director/authorized person such Firms/LLP/Company/entities and the Seal ppany/entities, if any, affixed to such Deeds, Agreements and /

y other document/s before the concerned Sub-Registrar of

VIJAYKUMAR OMPRAKASH JAIN, do hereby nominate, constitute and appoint the said Mr. Mr. Laxminarayan Sharma, having his address at A-203, Saraswati Sadan No. 2 Navghar Road, Near S R Classes, Bhayander East, Thane-401105, Maharashtra, to be my true and lawful Attorneys for myself and in my name and on my behalf to attend and appear before the concerned Sub-Registrar of Assurances, or any other Officer or Authority appointed under the Indian Registration Act XVI of 1908 or any other Act for the time being in force in that behalf and present for registration all documents to which I am in my individual capacity or the said Firms/ LLP/ Company/ any other entities may be a party and secondary partner/Director/authorized person of the said partnership firms/ LLP/ Company/ any other entities, or in my individual capacity, any other entities.

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entities, may be a party and identify my signature on all such decis and documents and to do all other acts, deeds, matters and things necessary for the aforesaid purposes as may from time to time be required and generally to do all acts, matters and things as fully and effectually to all intents and purposes as ourselves could do and execute as if I were personally present.

AND to execute, declare and affirm on my behalf all the applications, declarations and affidavits as may be necessary for the purposes of completion of registration transaction thereof.

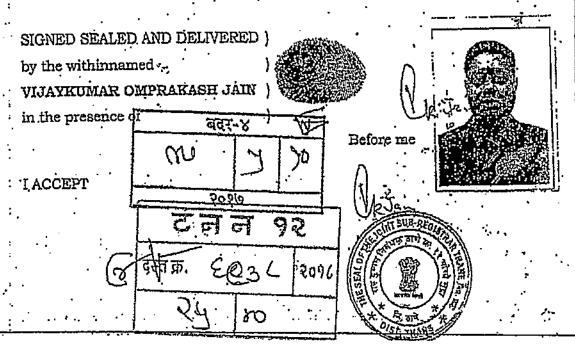
AND to receive back the original sale deed/conveyance/agreements and any other documents from the Sub-Registrar or any other competent authority and to pass valid receipt for the same in respect of the any property/properties/premises.

AND I hereby declare that any all every matter and thing which shall by my said Attorneys be done for the aforesaid purposes shall be as good, valid and effectual to all intents and purposes whitsperson if the same had been done by me in my own proper person.

AND I hereby undertake at all times its Satisfy and constitute whatsoever my said Attorneys shall lawfully do on takes to be described or concerning the premises by virtue of this Power of Australian and the premises by virtue of this Power of Australian and the premises by virtue of this Power of Australian and the premises by virtue of this Power of Australian and the premises by virtue of this Power of Australian and the premises by virtue of this Power of Australian and the premises by virtue of this Power of Australian and the premises by virtue of this Power of Australian and the premises by virtue of this Power of Australian and the premises by virtue of this Power of Australian and the premises by virtue of this Power of Australian and the premises by virtue of this Power of Australian and the premises by virtue of this Power of Australian and the premises by virtue of this Power of Australian and the premises by virtue of this Power of Australian and the premises by virtue of this Power of Australian and the premises by virtue of this Power of Australian and the premises by virtue of the premises and the premises by virtue of this Power of Australian and the premises a

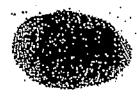
Dated this 28th day of September 2016.

IN WITNESS WHEREOF I, the said VIJAYKUMAR OMPRAKASH JAIN, have hereunto set and subscribed my hands the day and year first hereinabove written. DATEL 3 1/2016



2.4.4 - 0
दस्त क्रमांक ७३२८ । २०२०
940/943

Mr. Laxminarayan Sharma (Constituted Attor (%))





Witness:

1. Sughanct Mane

2. Nikhil Ghenand N

<u>अस्त्रीनगायज</u>

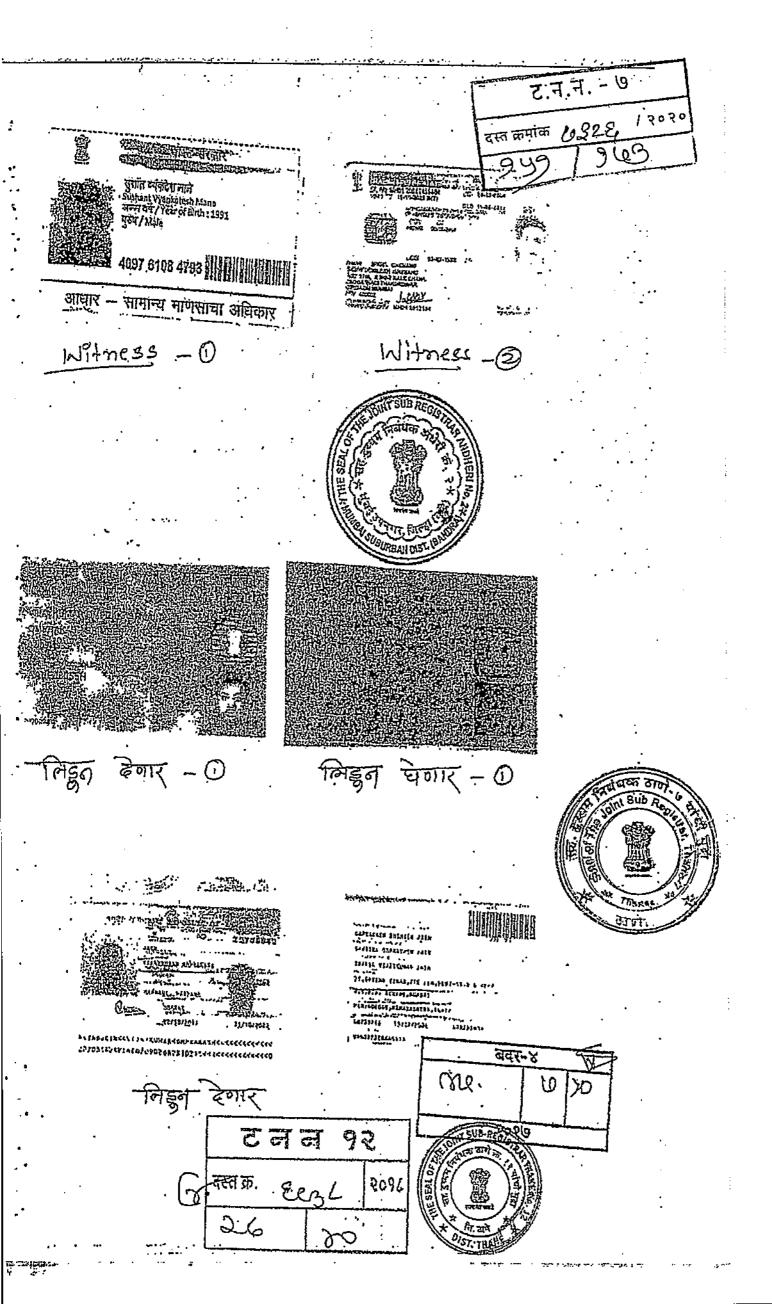


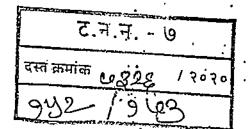
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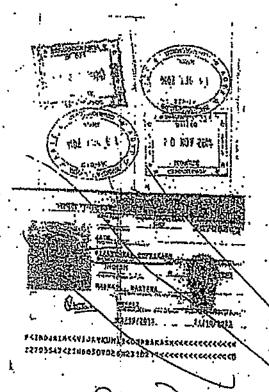
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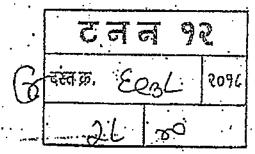
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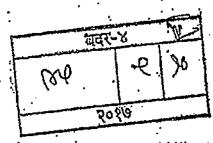


दस्त गोपनारा भाग-1 वदर4 मंगळवार,03 जानेवारी 2017 6:44 म.नं. दस्त क्रमांकः 47/2017 दस्त क्रमांकः वंदरे4 /47/2017 ट.न.न. - ७ वाजार मुल्य: र. 01/-मोबदलाः रु. 00/-दस्त क्रमांक 1932% भरतेते मुद्रांक शुष्क: च.500/-दु. नि. सहं, दु. नि. वदर4 यांचे कार्यालगात पावती:66 पावती दिनांक: 05/8/12017 ब. कं. 47 बर दि.03-01-2017 सादरकरणाराचे गावः विजयकुमार ओमप्रकाश जैन रोजी 8:42 म.नं. वा. हजर केला. नोंदणी फी ₹. 100.00 दस्त हाताळणी फी ₹. 200.00 पृष्टांचीः संख्याः 10 ण: 300.00 दस्त हुजर र्करणाऱ्याची सहीः दुव्यम् निर्वेशकार्थकेते क. २ सुंबंशकार्याः जिल्हा मुंबई उपनेगर जिल्हा दस्ताचा प्रकारः विशेष मुखत्यास्तामा मुद्रांक शुल्क: (48-क) जेव्हा त्यामुळे खंड (र्ख) में यवद्वारात एकान किंवा अधिक व्यक्तींस काम चालविषयाचा प्राधिकार मिळत असेले? बदर-४ शिक्षा के. 1 03 / 01 / 2017 08 : 38 : 12 PM भी शिक्षा कं. 2 03 / 01 / 2017 08 : 40 : 23 PM ची वेळ: (फी) MU 90 २०१७ प्रतिज्ञापत्रं सर्वा बस्वपेवय हा नीवणी कावता १९०८ केवपैव असतिह्वा वातुवीनुसार भारणीत यावत केतेला बाहे. दातावीत संपूर्ण मयकूर निम्मदक व्यक्ती, पार्शवार व सोबव पोदनेला कागतपूर्वाची स्तवता सपास्ती आहे. दरवाबी सत्यवा, चैयवा कायवेशीर बाबीसाठी वस्त्र निमावक व कहसीयारक है संपूर्णपणे वदाबरार शहरील. एर्स्सीनारायण संबक्त ठाण ट्रेंटिव के विद्वार वेणारे लिहुन येणारे. 92 2090 दस्त क्र. 8 <u>v0</u>

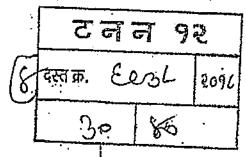
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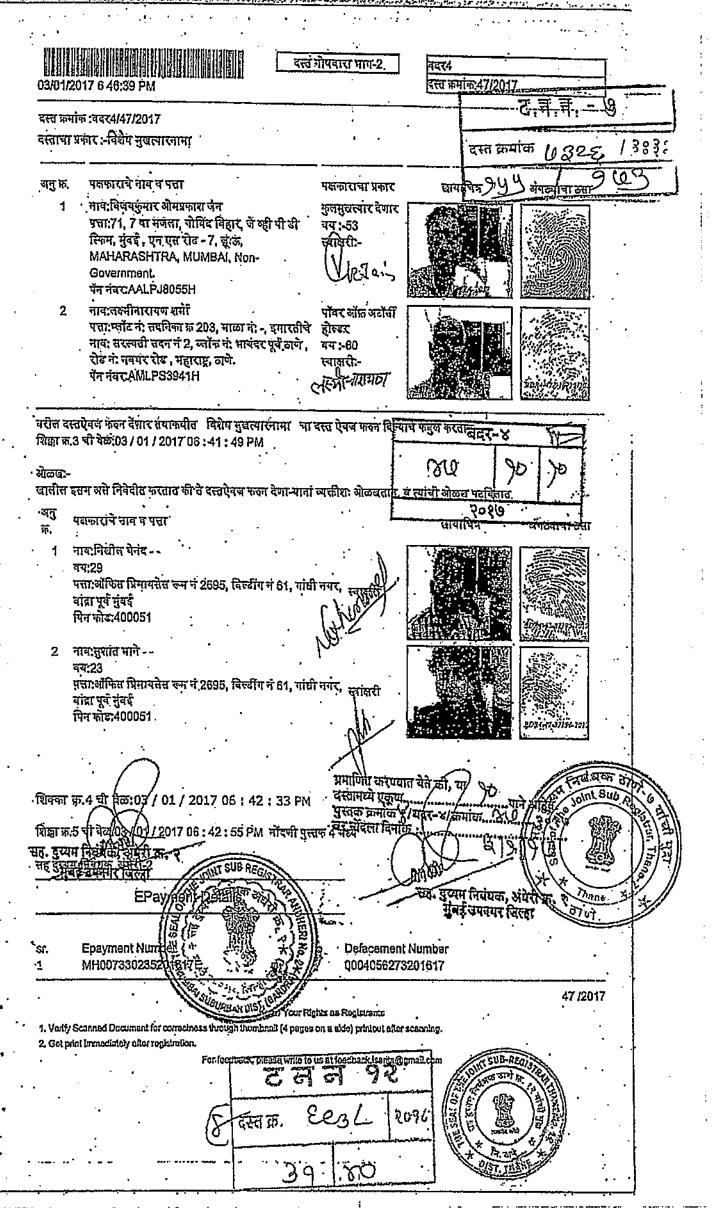


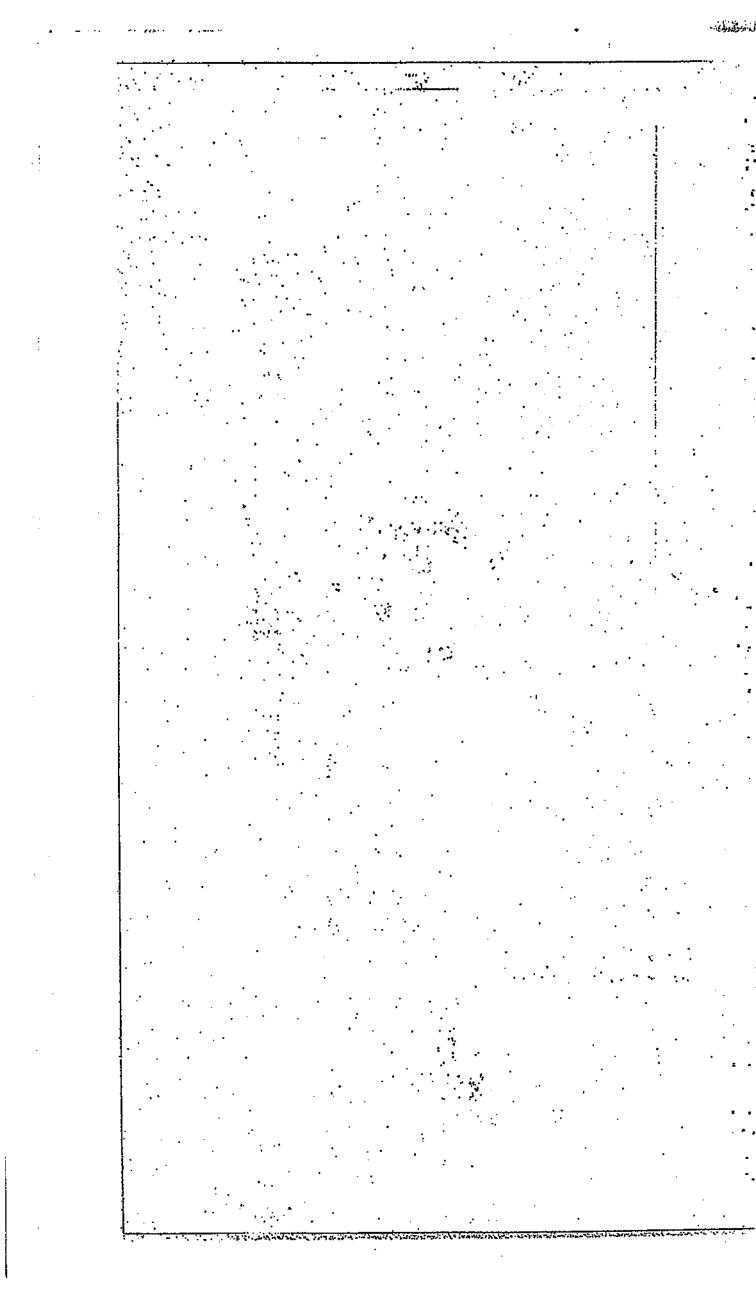












<u> घोषणापत्र</u>

ट.न.न. - ७ दस्त क्रमांक ७३०६ / २०२० ७५६/ ७७९

आम्ही त्रिक्त स्थान निबंधक यांचे कार्यालयात यांचे कार्यालयात करतो कि दुय्यम निबंधक विकास हिंदी अस्ति यांचे कार्यालयात आला कुछुद्धर स्थान यांचे कार्यालयात आला कुछुद्धर स्थान यांचे कार्यालयात आला कुछुद्धर स्थान यांचे क्रिक्त यांचे कार्यालयात आला व इतर यांची ति. अस्ति स्थान कुछुद्धर यांची मला दिलेल्या कुछुद्धर यांची कुछुद्धर यांची आधारे आम्ही, सदर दस्त नींदणीस सादर केला आहे. निष्पादित करून कबुलीजबाब दिला आहे. सदर कुछुमुख्धरयारपत्र लिहून देणार यांची कुछुमुख्धरयारपत्र रह केलेला नाही किंवा कुछुमुख्धरयारपत्र लिहून देणार व्यक्तिपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुछुमुख्धर्यारपत्र रहदातल ठरलेले नाही. सदरचे कुछुमुख्धर्यारपत्र पूर्णपणे वैध असून अपरोक्त कृती करण्यास आम्ही. पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कछुम ८२ अन्वये शिक्षेस आम्ही पात्र रहनार यांची महा जाणीव आहे.

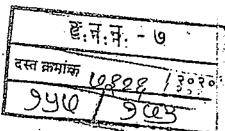
लक्ष्मा*ना*ग्रापण

कुलमुखत्यारपत्रधारकाचे नाव व सही

हनन १२ ४ इस्तक. Ees L २०१८ 32 २०



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<u>घोषणापत्र / शपथपत्र</u>

मी/आम्ही खालील सही करणार मा. नोंदणी महानिरीक्षक व मुद्रांक नियंत्रक, म. रा. पुणे यांचे दिनांक ३०.११.२०१३ रोजीचे परिपत्रक वाचून असे घोषित करतो की, नोंदणीसाठी सादर केलेल्या दस्तऐवजामधील मिळकत हि फसवणूकद्वारे अथवा दुवार विक्री होत नाही. याचा आम्ही अभिलेख शोध घेतलेला आहे. दस्तातील लिहून देणारे / कुलमुखत्यारधारक हे खरे असून यांनी आम्ही स्वतः खात्री करून या दस्तासोवत दोन प्रत्यक्ष ओळखणारे इसम स्वाक्षरीसाठी घेऊन आलो आहे.

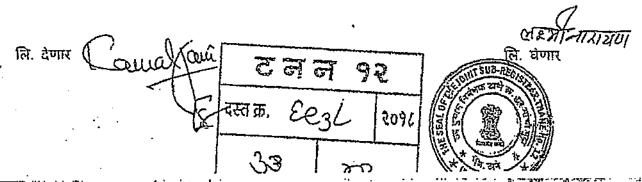
सदर नोंदणीचा दस्तऐवज निष्पादित करताना नोंदणी प्रक्रीयेनुसार आमच्या जबाबदारीने मी/आम्ही दस्तातील मिळकतीचे मालक / वारस हक्कदा/कब्जेदार हितसंबंधीत व्यक्ती यांची मालकी (Title) तसेच मिळकतीचे मालकाने नेमून दिलेल्या कुलमुखत्यारधारक (P.A. Holder) लिहून देणार हे ह्यात आहेत व उक्त कुलमुखत्यारपत्र अद्यापही अस्तीत्वात आहे व ते आजपावतो रद्ध झालेले नाही याची मी/ आम्ही खात्री देत आहोत. तसेच सदरची मिळकत शासन मालकीची नाही व मिळकतीत इतर हक्क, कर्ज, बँक बोजे, विकंसन बोजे, शासन बोजे, व कुलमुखत्यारधारकांनी केलेले व्यवहाराच्या अधीन राहून आम्ही आमच्या आर्थिक व्यवहार पूर्ण करून दस्तऐवज साक्षीदारा समक्ष निष्पादित केलेला आहे.

या दस्तासोबत नोंदणी प्रक्रीयेमध्ये जोडण्यात आसेलं पूरक कागदपत्रे हे खरे आहेत व मिळकतीचा हस्तांतरणवाबत कोणत्याही मा. न्यायालय/शासकीय कार्यालयाचा मनाई नाही. तसंच महाराष्ट्र नोंदणी नियम १९६१ चे नियम ४४ नुसार वाधित होत नाही याची मी/आम्ही खात्री देत आहोत.

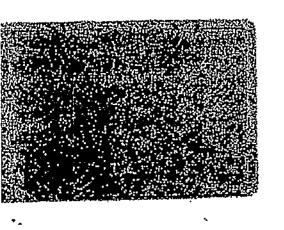
नोंदणी नियम १९६९ चे नियम ४४ व वेळाेवेळी न्यायालयाने दिलेल्या निर्णयानुसार दस्तऐवजामधील मिळकतीचे मालक/ कुलमुखत्यारधारक यांची मालकी व दस्तऐवजाची वैधता सपारण हे नोंदणी अधिकारी यांची जवाबदारी नाही. यांची आम्हास पूर्ण पणे जाणीव आहे.

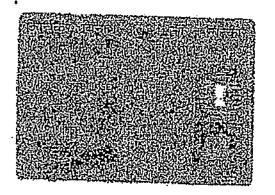
स्थावर मिळकतीविषयी सध्या होत असलेली फसवण्क/ वनावटीकरण/ संसम्द्राह्म विश्वातिका अलुषंभाने पोलिस स्टेशनमध्ये दाखल होत असलेले गुन्हें हे माझ्या दस्तऐवजानार्क किंक्ततीविष्ण हों निर्मा स्टेशनमध्ये दाखल होत असलेले गुन्हें हे माझ्या दस्तऐवजानार्क किंक्ततीविष्ण हों निर्मा स्टेशन में अधिनयम १९०८ चे कलम ८२ नुसार मी/आम्ही घोषणी हो शर्म हों कि शाहोत. अविष्यात मी/आम्ही नोंदविष्यात आलेल्या व्यवहारात कार्यद्याक शुन्हें में किंदा बोदणी भी किंमी लावली/बुडविली असल्यास अथवा नोंदणी अधिनियम १९०८ चे कलम ८५ में कलम ६५ केंद्रा से स्टेशन स्टेशन

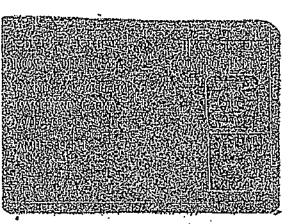
त्थामुळे मी/आम्ही नोंदणी प्रक्रियेमध्ये कोणत्याही प्रकारचे गुन्हा घडणारे कृत्य केलेले नाही. जर अविष्यात कायद्यानुसार कोणतेही गुन्हे घडल्यास मी/आम्ही नोंदणी अधिनियम १९०८ चे कलम ८३ व भारतीय दंड संहिता १९६० मधील नमूद असलेल्या ७ वर्षाच्या शिक्षेस आम्ही पात्र राहणार आहोत याची मला/आम्हाला पूर्णपणे जाणीव आहे. त्यामुळे हे घोषणापत्र/शपथपत्र दस्ताचा भाग भ्रहणून जोडत आहोत.

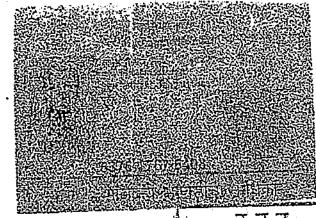


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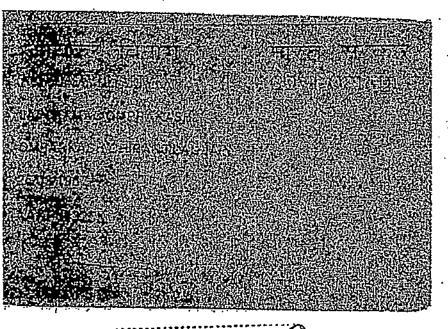






ट.न.न. - ७ इस्त क्रमांक ७८९८६ 15050

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पुरुष हारीय DOB: 26/03/1967 Ba 41214



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टनन १२ EezL 2096 -दस्त्र क्र. Br S



दस्त क्रमांक ७९२६ / २०२०

शासन निर्णय क्रमांक प्रमुख 614/ 345 /प्र.क्र. 71/18-अ दिनांक 09 मार्

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प्रपत्र- ब

स्वयं- साक्षांकनासाठी स्वयं घोषणापत्र (Self Deceleration)

लिहून देणार व लिहून घेणार साईज फोटो



मी लिह्न	देणार श्री./ श्री	भिती / मेसर्स	कुमल जै	<u> </u>	,		
राहणार :-	क्षेत्र एक	डच्यासना आधार क्रमांक	थ्"अशहेद्द	्योखाः	व्यवसाय	स्रात	
मी लिहून	घेणार श्री./ श	भीमती /सुन्	ज्यलाकी हि जो का उ	अस्व प	माः लिः चे स्टानिकार	्राष्ट्र स्टाबर	मोशाइज जामी
१९१६ न ८ र राहणार :- वय वर्ष:-	.\ 195 	थ नाम व्याप्तिस्ति आधार क्रमांक	लफ् हुः है न टीवर असल्यास :	सहस्र	व्यवसाय	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	ज्वा <u>ट</u>

याद्वारे घोषित करतो / करते कि, मी स्वयं साक्षांकित (Self Attested) केलेल्या प्रत् कागदपत्राच्या सत्य प्रती आहेत. त्या खोट्या असल्याचे आढळुन असल्यास आरतीय वंद्र्य महाराष्ट्र नोंदणी अधिनियम 1908 किंवा संबंधित कायद्यानुसार माझ्यावर खटला हिन्द्रित त्यानुसार मी शिक्षेस पात्र राहिल याची मला पुर्ण जाणीव आहे. या मध्ये दस्त लिहुन घेण्ठी लिहुन देणार आम्ही सर्वस्वी जवाबदार राह् तसेच या मध्ये कुठलाही कन्सलटन्सी अध्वार करून देणारा व शासकीय कर्मचारी जवाबदार राहणार नाही.

सिह्न देणार सही /-िटाअ

लिह्न घेणार सही /-

ठिकाणः 🗸 🚺

दिनांकः ०७ १०६ । ५०७ ८

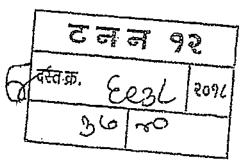
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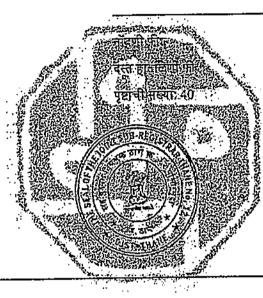


दु. नि. सह. दु. नि. टनन12 यांचे कार्यालयात अ. फ्रं. 6938 वर दि.07-06-2018 रोजी 2:20 म.नं. वा. हजर केता. पावती:7430

पावती दिनांक: 07/06/2018

सादरकरणाराचे नाव: स्कायलार्क रिअल्टर्स प्रा.लि. चें अथोराईज सिग्नेटरी विजय जैन तर्फे कु.मू. म्हणून लक्ष्मीनारायण शर्मा -

लहर्मी जगरायण दस्त इजर करणाऱ्याची सही:



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एकुण: 900.00

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दस्ताचा प्रकारः क्षेल्मुखत्यारपत्र

मुद्रांक शुरुक: If relating to Order of High Court W.R.T. amalgamation or reconstruction of companies under section 394 of Companies Act 1956 or under the order of Reserve Bank of India under section 44A of the Banking Regulation Act 1949.

शिक्का कं. 1 07 / 06 / 2018 02 : 20 : 53 PM ची वेळ: (सादरीकरण)

शिक्का कं. 2 07 / 06 / 2018 02 : 21 : 44 PM ची वेळ. (फी)

प्रतिज्ञापत्र

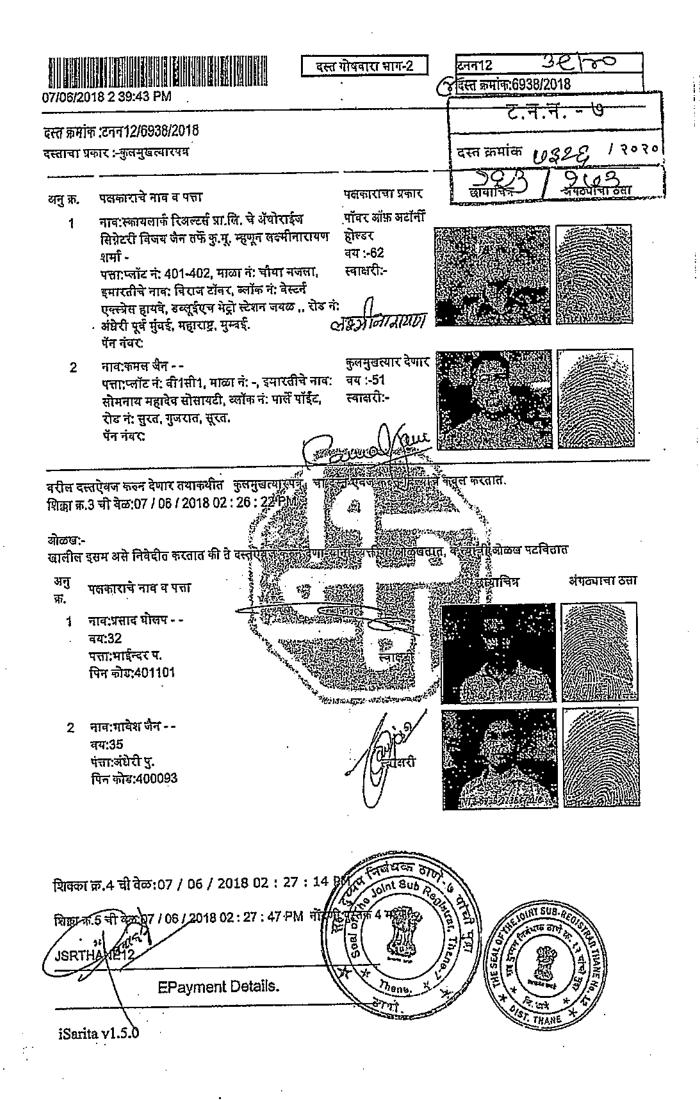
सदर दस्तरेवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखन केलेला आहे, दस्तातील संपूर्ण मजकुर. विष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या काणदपत्रांची आणी दस्तातील सत्यता, वैधता कायदेशीर बाबीसाठी खालील दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जनवदार राहतील

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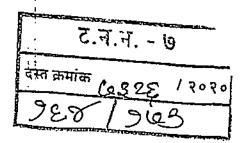
तिहुन घेणार १) *लेस्मीनीस्*।यर्ग

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Summary-2(दस्त गोषवारा भाग - २)

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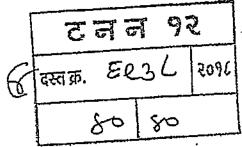
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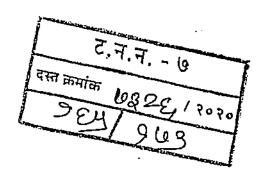
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(जी. दी सांतर्दि) सह दुस्यम निवंधक ठाणे क. १२ दि. 6/ ६) २०१४



<u>Aviva</u>

घोषणापत्र

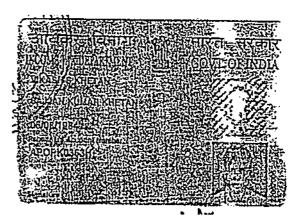
मी/आम्ही लक्ष्मणनाथ योगी या द्वारे घोषित करतो कि दुय्यम निबंधक ठाणेयांचे कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात
आला आहे. कमन ओमप्रकाश जैन यांच्या तर्फे क्. म्. म्हणून स्कायनार्क रिअन्टर्स प्रा.लि.
(पूर्वी ओळखले जात होते या नावाने स्कायनार्क रिअन्टर्स प्रा.लि.) चे डायरेक्टर विजय जैन
यांच्या तर्फे ॲथोराईज सिग्नेटरी (अधिकृत सही करणार) विकास सज्जन खेतान व इतर यांनी
दि. <u>०२१०६११</u> रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे
आम्ही, सदर दस्त नोंदणीस सादर केला आहे, निष्पादित करुन कबुलीजबाब
दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्रा रद्द
केलाल नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तिपैकी कोणीही मयत
जालेल नाही किंवा अन्य कोणत्याही कारणामुले कुलमुखत्यारपत्र रद्दबाबत
ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कुती
करण्यास आम्ही. पर्णत: सक्षम आहे. सदरचे कथन चुकीचे आढलुन आल्यास,
नोंदणी आधिनियम 1908 चे कलम 82 अन्वये शिक्षेस आम्ही पात्र राहणार
यांची मला जाणीव आहे.

क्लम्खत्यारपत्र धारकाचे नाव व सही

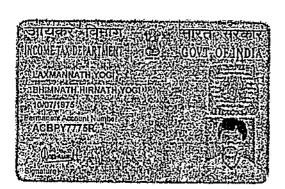


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AUCOME OVARION NOTICE SECTION OF THE
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28/07/2010
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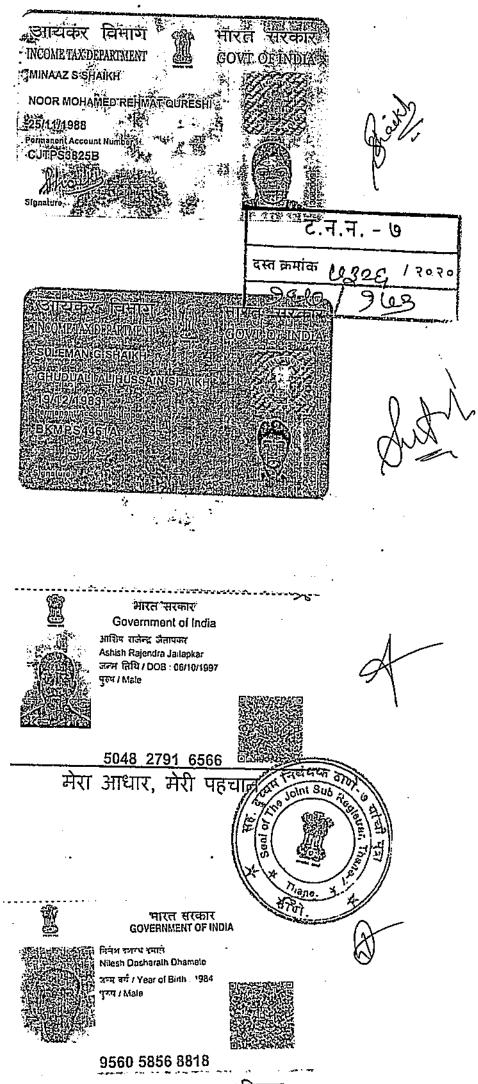


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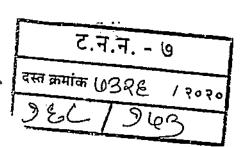


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🗕 सामान्य माणसाचा अधिकार







		<u>मूल्यांकन पत्र</u>	क (शहरी क्षेत्र - वांधीय)		
Valuation ID	202009223816				22 September 2020,01:39:17
मूल्यांकनाचे वर्ष	2020				
जिल्हा	ठाणे				
मूल्य विभाग	तालका : ठाणे				-
उप मूल्य विभाग		गा घोडवंटर महातील थ	-भाग यु-१ वगळता गावातील	and framesh which were	_
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चोधकाम क्षेत्र(Built Up		मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्र	: o.
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उद्भवाहन सुविधा -	आहे	मजला -	11th to 20th Floor	मूल्यदर/वांधक	
प्रकल्पाचे क्षेत्र -	Less than 2 Hector		1 114 to 2011 F100F	कार्पेट क्षेत्र-	25 45ची. मीटर
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थसा-पानुसार मिळक	तीचा प्रति चौ. भीटर मूल्यदर	=(वार्षिक मूल्यः	दर • घसा-यानुसार टक्केवार	ो ।* मजला निहाय घट/वात	3
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		= Rs.87588/-			
सूत्र) प्रकल्पाचे क्षेत्रानुसार प्रकल्पाचे क्षेत्रानुसार १) मुख्य मिळकतीचे मृ		= ((घसा-गानुसार मिळ निवासी सदनिका करी = वरील प्रमाणे मूल्य द = 87588 = 27.995 = Rs. 2452026.06-	क्वतीचा प्रति चें! मीटर मूत्य ता प्रती चों. मीटर दर = Rs.8 र = मिळकतीचे क्षेत्र	दर) १७५८८४-	
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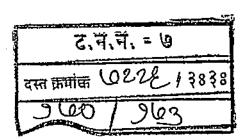
. हमीपत्र ट.न.न. - ७ ^{दस्त क्रमांक} *७*४*२६ ।* २०२० *9६७ | ९*७९

सदरचे हमी पत्र आजदिनांक <u>भ</u> माहे सन २०२० रोजी चे दिवशी याद्वारे घोषित करण्यात येते कि, या दस्तासोवत निवासी या स्थावर मिळकती सोवत वाहनतळ विकत देण्यात / विकत घेण्यात आलेले नाही.

तिहून देणाऱ्याची । घेणाऱ्याची सही

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337/7326

मंगळवार,22 सप्टेंबर 2020 1:44 म.नं.

दस्त गोषवारा भाग-1

टनन7 9 69 / 963 दस्त क्रमांक: 7326/2020

दस्त क्रमांक: टनन7 /7326/2020

वाजार मुल्य: रु. 26,97,229/-

मोबदला: रु. 44,56,436/-

भरलेले मुद्रांक शुल्क: रु.1,33,700/-

दु. नि. सह. दु. नि. टनन7 यांचे कार्यालयात

पावती:8013 पावती दिनांक: 22/09/2020

अ. कं. 7326 वर दि.22-09-2020

सादरकरणाराचे नाव: मिनाज सुलेमान शेख - -

रोजी 1:42 म.नं. वा. हजर केला.

दस्त हाताळणी फी

হ. 3460.00

पृष्टांची संख्या: 173

प्कुण: 33460.00

दस्त हजर करणाऱ्याची सही:

Sub Registrar Thane 7

Joint Sub Registrar Thane 7

दस्ताचा प्रकार: करारनामा

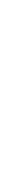
मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का कं. 1 22 / 09 / 2020 01 : 42 : 56 PM ची वेळ: (सादरीकरण)

शिक्षा कं. 2 22 / 09 / 2020 01 : 44 : 23 PM ची वेळ: (फी)

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-दस्त गोपवारा भाग-2

962/969 दस्त क्रमांक:7326/2020

22/09/2020 1 49:22 PM

दम्त क्रमांक :टनन7/7326/2020 दस्ताचा प्रकार :-करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

नाव:जे. पी. इन्क्रा रियल्टी प्रा. लि. चे ॲथोराईज सिग्नेटरी विकास सिट्टम देणार मज़न खेतान यांच्या तर्फे कु.मू म्हणून सध्मणनाथ योगी (पूर्वी ओळखले जात होते या नावाने स्कायलार्क रिअल्टर्स प्रा.लि.) -पत्ता:प्लॉट नं: 401-402, माळा नं: चौथा मजला, इमारतीचे नाव: विराज टॉवर, ब्लॉक नं: वेस्टर्न एक्स्प्रेस हायवे, टब्लूईएच मेट्रो स्टेशन जवळ, रोड नं: अंग्रेरी पूर्व, मुंबई, महाराष्ट्र, MUMBAI. पॅन नंबर:AAOCS9607A

माव:कमल ओमप्रकाश जैन यांच्या तर्फे कू. मू. म्हणून स्कायलाम 2 रिअन्टर्म प्रा.लि. (पूर्वी ओळखले जात होते या नावाने स्कार्स्वार्फ रिअल्टर्स प्रा.लि.) में टायरेक्टर विजय जैन यांच्या तर्फे ॲथोराईज सिग्नेटरी (अधिकृत सही करणार) विकास नज्जन खेतान यांच्या तर्फे कु.मू म्हणून लक्ष्मणनाथ योगी -

पत्ता:प्लॉट नं: बी1 मी1, माळा नं: -, इमारतीचे नाव: सोमनाथ महादेव सोसायटी , ब्लॉक नं: पालें पॉइंट, मुस्त, रोड नं: गुजरात, गुजरात, सुरत. पैन नंबर:AAKPJ4325K

नाव:मिनाज मुलेमान शेख - -3 पत्ता:प्लॉट नं: 402, बील्डींग नं. 4, माळार्म: -, इमारतीचे नाव: साई कृपा अपार्टमेंट , ब्लॉक नं: मलकानी ईस्टेट, रोड नं: मालाड पूर्व मुंबई, महाराष्ट्र, मुंबई. पॅन नंबर:CJTPS3825B

नाव:मुलेमान गुडूअली शेख - -पत्ता:प्लॉट नं: 402, वील्डॉग नं.4, माळार्नं: -, इमारतीचे नाव: माई कृपा आपर्टमेंट, ब्लॉक नं: मालकनी ईस्टेट, रोड नं: मालाड पूर्व, स्वाक्षरी:-महाराष्ट्र, MUMBAI. पॅन नंबर:BKMPS4461A

पक्षकाराचा प्रकार

व्रय :-45 न्वाक्षरी:-







ख्रायाचित्र



अंगडपाचा उमा

लिहून देणार वय :-45 स्वाक्षरी:-







लिहून घेणार वय :-31 न्याक्षरी:-

वय :-36











वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज क्रवन दिल्याचे कबुल करतात. शिक्षा क्र.3 ची वेळ:22 / 09 / 2020 01 : 48 : 18 PM

खालील इमम अमे निवेदीत करतात की ते दस्तऐवज करन देणा-यानां व्यक्तीयाः ओळखनात, व त्यांची ओळख पटवितात

अनु क्र. पक्षकाराचे नाव व पता

नाव:आशीप फैतापकर - -वय:24 पत्ता:शॉप नं 9, वैभव टावर, शांति पार्क, मीरा रोड पूर्व पिन कोड:401107

नाव:निलेश ढमासे - -वय:36 पत्ता:शॉप नं 9, वैभव टावर, शांति पार्क, मीरा रोड पूर्व पिन कोष्ट:401107





छायाचित्र



अंगट्याचा रुमा

म्बाक्षरी





शिक्का क्र.4 ची वेळ:22 / 09 / 2020 01 : 48 : 54 PM

शिक्षा क.5 ची वेळ:22 / 09 / 2020 01 : 49 : 12 PM नोंदणी पुस्तक 1 मध्ये

149_ Q Joint Sub Registrar Thane 7



rayment Details	Payment I	Details	L
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sr.	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	Used	Deface Number	Deface
1	Minaaz Suleman Shaikh	eChallan	69103332020092110785	MH004570738202021E	133700.00	SD	0002065916202021	Date 22/09/2020
2		DHC		1809202004997	2000	RF	1809202004997D	22/09/2020
3		DHC		1809202007252	1460	RF	1809202007252D	22/09/2020
4	Minaaz Suleman Shaikh	eChallan		MH004570738202021E	30000	RF	0002065916202021	22/09/2020

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

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ट.न.न. - ७ दस्त क्रमांक ७९८ <u>-</u> । २०२० ९७९ / ९७९

ट्रा 'सह. इय्यम निसंधक ठाणे क्र. ७ वि. २२/ ००/२०२०





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Kindinger		

AGREEMENT FOR SALE

BETWEEN

JP Infra Mumbai Pvt. Ltd.

....DEVELOPERS

AND

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Address:		
	Off.:	
Mobile:	Email:	
		DIIDCHAGEDO