

338/13087

पावती

Original/Duplicate

Tuesday, September 12, 2023

नोंदणी क्र.: 39M

10:36 AM

Regn.: 39M

पावती क्र.: 14242 दिनांक: 12/09/2023

गावाचे नाव: वाडेघर

दस्तऐवजाचा अनुक्रमांक: फलन4-13087-2023

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: ट्रेस्कॉन लि. तर्फे डायरेक्टर दिनेश रविलाल घटेर - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 800.00

पृष्ठांची संख्या: 40

एकूण:

रु. 30800.00

Joint Sub Registrar Kalyan 4

बाजार मूल्य: रु. 46992400 /-

मोबदला रु. 52500000/-

भरलेले मुद्रांक शुल्क : रु. 3675000/-

1) देयकाचा प्रकार: DHC रक्कम: रु. 800/-

डीडी धनादेश/पे ऑर्डर क्रमांक: 0923126100658 दिनांक: 12/09/2023

बँकेचे नाव व पत्ता:

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

डीडी धनादेश/पे ऑर्डर क्रमांक: MH007956046202324E दिनांक: 12/09/2023

बँकेचे नाव व पत्ता:

मुख्य दस्तऐवज घटक निव्वळली

पावती घटक

आयुक्तक निव्वळली

सूची क्र.2

दुय्यम विबंधक : सह दु.नि.कल्याण 4

दम्न क्रमांक : 13087/2023

नोंदणी :

Regn 63m

12/09/2023

माग्याने नाव : वाडेघर

(1) विनिश्चाना प्रकार	करारनामा
(2) मोजकना	52500000
(3) वाजाराभावाभावाच्या वास्तुनिष्ठाकराकर आकारणी देतो की घट्टेदार ने समुद्र करारने	46992400
(4) भू-मालक, पॉलिग्रामा व करक्रमांक(अमल्यान)	1) गाणिकेने नाव: कल्याण-डोविबनी इतर वर्णन ; उत्तर माहिती: मीने वाडेघर येथील म. नं. 51/3/व 12 क्षेत्र 4830 ची मीटर वा पेकी 445 ची मीटर म. नं. 51/5/1 क्षेत्र 5445 ची मीटर वा पेकी 3327 ची मीटर एकूण क्षेत्रफळ 10275 ची मीटर वा पेकी 3772 ची मीटर((Survey Number : 51/3/A/1 and others ;))
(5) क्षेत्रफळ	1) 3772 ची.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल किंवा.	
(7) दम्नसंबंध करार देणा-या/निवृत्त देवणा-या पक्षकारांचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्यान, प्रतिवादिने नाव व पत्ता	1): नाव:-मेसर्स इतिमिड एंटरप्रायझेस लॉडे भागीदार करीदा मुल्लाका अन्ना - - वय:-52; पत्ता:-प्लॉट नं. -, माळा नं. -, इमागनीचे नाव: समृद्धी हार्डटूम , ब्लॉक नं: तळ मजला , रोड नं: रामबाब खेत नं. 4 खेरी वंगल्या जवळ चिकणघर कल्याण प. , महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-AAEFH0065N
(8) दम्नसंबंध करार देणा-या पक्षकारांचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्यान, प्रतिवादिने नाव व पत्ता	1): नाव:-ट्रेड्कॉन लि, लॉडे टायनेकटन दिव्हेज रविजान फ्लेव - - वय:-56; पत्ता:-प्लॉट नं. -, माळा नं. -, इमागनीचे नाव: विल्कॅट कार्पोरट पार्क , ब्लॉक नं: 304 तिसरा वरला , रोड नं: नाथानी रोड विद्याविहार प. मुंबई , महाराष्ट्र, मुंबई. पिन कोड:-400086 पॅन नं:-AAACP9180B
(9) दम्नसंबंध करार दिल्याचा दिनांक	12/09/2023
(10) दम्न नोंदणी कल्याणा दिनांक	12/09/2023
(11) अनुक्रमांक, खंड व गुण	13087/2023
(12) वाजाराभावाप्रमाणे मुद्रांक शुल्क	3675000
(13) वाजाराभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	

मुल्यावगाय्यारी विचारान. घतनेला नपणीन:-

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




सह.दुय्यम निबंधक कल्याण - ४

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	TRESCON LIMITED	eChallan	02608671109202340152	MH007956046202324E	3675000.00	SD	0004179662202324	12/09/2023
2		DHC		0923126100658	800	RF	0923126100658D	12/09/2023
3	TRESCON LIMITED	eChallan		MH007956046202324E	30000	RF	0004179662202324	12/09/2023

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

मूल्यांकन पत्रक (शहरी क्षेत्र-खुली जमीन)					
Valuation ID : 202308257812	25 August 2023:05:02:51 PM				
मूल्यांकनाचे वर्ष :	2023				
जिल्हा :	ठाणे				
तालुका :	तालुका कल्याण				
उपमूल्य विभाग :	1658-विभाग 8 अ बाहेर या गावातील सर्व मिळकत ही				
क्षेत्राचे नाव :	Kalyan/Dombival Municipal Corporation				
मिळकतीचा क्रमांक :	सर्क नंबर 851				
वार्षिक मूल्य दर तक्त्यानुसार जमिनीचा दर					
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	सोजमापनाचे एकक
14000	70100	77900	87900	77900	चौ मीटर
मिळकतीचे क्षेत्र	3327 चौ मीटर	Bulk Land			
Applicable Rules :	.16 व				
1. 300चौ मीटर क्षेत्रासाठी वार्षिक मूल्य दरावर 100 % मूल्य दर =140000/-					
300चौ मीटर क्षेत्रासाठी मूल्य = 500 * 14000					
=7000000/-					
2. 1500चौ मीटर क्षेत्रासाठी वार्षिक मूल्य दरावर 90 % मूल्य दर =126000/-					
1500चौ मीटर क्षेत्रासाठी मूल्य = 1500 * 12600					
=18900000/-					
3. 1327चौ मीटर क्षेत्रासाठी वार्षिक मूल्य दरावर 80 % मूल्य दर =11200/-					
1327चौ मीटर क्षेत्रासाठी मूल्य = 1327 * 11200					
=14862400/-					
जमिनीचे एकत्रित अंतिम मूल्य - मिळकतीचे क्षेत्र (1) मूल्य + मिळकतीचे क्षेत्र (2) मूल्य + मिळकतीचे क्षेत्र (3) मूल्य					
=7000000 + 18900000 + 14862400					
= Rs.40762400/-					
= ४ कोटी सात लाख बासह हजार चार शे /-					

क ल न - ४
दस्त क्र. 930CU/2023
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Print



मूल्यांकन पत्रक (शहरी क्षेत्र-खुली जमीन)					
Valuation ID : 202308257843	25 August 2023, 05:06:05 PM				
मूल्यांकनाचे वर्ष :	2023				
जिल्हा :	ठाणे				
तालुका :	ता.कल्याण				
उपमूल्य विभाग :	16/38-विभाग 8-अ बडेपर या गावातील सर्व मिल्क ती				
क्षेत्राचे नाव :	Kalyan/Dombival Municipal Corporation				
मिल्कतीचा क्रमांक :	सर्व्हे नंबर 051				
वार्षिक मूल्य दर लक्षानुसार जमिनीचा दर					
खुली जमीन	निवासी सटनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनावे एकक
14000/-	70100	77900	87900	77500	चौ. मीटर
मिल्कतीचे क्षेत्र	445 चौ. मीटर	Layout Plot			
Applicable Rules	.16 क				
1. 445चौ. मीटर क्षेत्रासाठी वार्षिक मूल्य दरावर 100 % मूल्य दर = 14000/-					
445चौ. मीटर क्षेत्रासाठी मूल्य = 445 * 14000					
= 6230000/-					
जमिनीचे एकत्रित अंतिम मूल्य = मिल्कतीचे क्षेत्र (1) मूल्य + मिल्कतीचे क्षेत्र (2) मूल्य					
= 6230000 + 0					
= Rs. 6230000/-					
= ₹ बाराशु लाख तीस हजार /-					

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क ल न - ४
दस्त क्र. 9306/2023
2/80



Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0923128100658	Date 12/09/2023
Received from Honest enterprises , Mobile number 0000000000, an amount of Rs.800/-, towards Document Handling Charges for the Document to be registered(ISARITA) in the Sub Registrar office Joint S.R.Kalyan 4 of the District Thane.	
Payment Details	
Bank Name sbiepay	Date 12/09/2023
Bank CIN 10004152023091200617	REF No. 202325555228494
This is computer generated receipt, hence no signature is required.	

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वस्त क्र. १३०८५२०२३
३/४०





CHALLAN
MTR Form Number-6



GRN	MH007956046202324E	BARCODE			Date	11/09/2023-16:10:44	Form ID	25.2	
Department	Inspector General Of Registration			Payer Details					
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)					
Office Name	KLN2_KALYAN 2 JOINT SUB REGISTRAR			PAN No.(If Applicable)	AAACF9180B				
Location	THANE			Full Name	TRESCON LIMITED				
Year	2023-2024 One Time			Flat/Block No.	51/5/1 AND 51/3/B/2				
Account Head Details		Amount In Rs.		Premises/Building					
0030046401	Stamp Duty	3675000.00		Road/Street	WADEGHAR KALYAN				
0030063301	Registration Fee	30000.00		Area/Locality	THANE				
				Town/City/District					
				PIN	4 2 1 3 0 1				
				Remarks (If Any)	PAN2-AAEFH0065N~SecondPartyName=HONEST ENTERPRISE-CA-52500000				
				<div style="border: 1px solid black; padding: 5px; display: inline-block;">कलन - 8 दस्त क्र. 73000/2023 10/00</div>					
Total		37,05,000.00		Amount In Words	Thirty Seven Lakh Five Thousand Rupees Only				
Payment Details		INDIAN BANK			FOR USE IN RECEIVING BANK				
Cheque/DD Details					Bank CIN	Ref. No.	02608671109202340152		5055802147
Cheque/DD No.					Bank Date	RBI Date	11/09/2023-16:16:25		Not Verified with RBI
Name of Bank					Bank-Branch		INDIAN BANK		
Name of Branch					Scroll No. , Date		Not Verified with Scroll		

Department ID :

Mobile No. : 8652200158

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

सदर चलान केवल दुर्यज निबंधक कार्यालयात नोंदणी करवावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करतावयाच्या दस्तांसाठी सदर चलान लागू नाही.



क ल न - ४
दस्त क्र. १३०८७ / २०२३
५ / ४०

AGREEMENT FOR SALE

This Agreement made at Kalyan

On this 12 day of September 2023

BETWEEN

[Handwritten signature]

[Handwritten signature]



कलन - ४
दस्त क्र. १३०८०/२०२३
६/४०

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M/s **Honest Enterprise**, a partnership firm having its office at Ground Floor, Samrudhi Heights, Rambaug Lane No. 4 end, Near Chhatri Bungalow, Chikanghar, Kalyan West, 421 301, through its partner Mrs. **Farida Mustafa Attar** hereinafter called and referred to as the "**Owner**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include the said firm, all its partners, or partners for the time being of the said firm jointly and severally and the survivor/s of them and their respective heirs, executors, administrators and assignees) being the Party of the First Part;

AND

Trescon Limited, a limited company, registered under the Companies Act, 1956, having its office at 304, Third Floor, Neelkanth Corporate Park, Nathani Road, Vidyavihar West, Mumbai 400 086, through its Director Shri **Dinesh Ravilal Patel**, hereinafter called and referred to as the "**Purchaser**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its executors, survivors, administrators and assignees) being the Party of the Second Part;

WHEREAS the Owner owns and possesses and / or otherwise well and sufficiently entitled to all those pieces and parcels of land lying, being and situate at village Wadeghar, Taluka Kalyan, District Thane bearing

Survey No.	Hissa No.	Area (sq. mtrs)
51	3/B/2	4830
51	5/1	5445
	Total →	10275

within the limits of Kalyan Dombivali Municipal Corporation hereinafter called and referred to as the "**entire property**" for the sake of brevity and more particularly described in the First Schedule hereunder written and shown on the plan annexed hereto by Yellow colour

AND WHEREAS Owner has acquired the piece and parcel of land bearing Old Survey No. 51/5/pt, New Survey No. **51/5/1** admeasuring 5445 sq. metres from Shri Bandu Kundlik Jadhav and others under the Deed of Conveyance dated 05.02.2014 registered at the office of Sub-Registrar of Assurances at Kalyan-1 under serial No. 1070/2014 dated 05.02.2014 and the said property stands mutated in the name of the Owner under mutation entry No. 1419;



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AND WHEREAS Owner has acquired the piece and parcel of land bearing Old Survey No. 51/3/2pt, New Survey No. 51/3/B/2 admeasuring 4830 sq. metres from Shri Mangal Shankar Jadhav and others under the Deed of Conveyance dated 26.06.2009 registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial No. 4194/2009 dated 26.06.2009 and the said property stands mutated in the name of the Owner under mutation entry No. 1220;

AND WHEREAS the Owner is well and sufficiently entitled to the said entire property and every part thereof to intending person free from encumbrances and doubts;

AND WHEREAS the Owner is desirous of selling, transferring and conveying a portion of land admeasuring 3772 sq. metres out of the entire property comprising of

Survey No.	Total Area (sq. mtrs)	Area under sale sq.Mts
51/3/B/2	4830	445
51/5/1	5445	3327
Total →	10275	3772

more particularly described in the Second Schedule hereunder written, hereinafter called and referred to as the "said property" and shown on the plan annexed hereto by Red colour

AND WHEREAS the Purchaser being engaged in the field of acquiring and/or developing immovable properties came to know of the same, approached the Owner and during the course of meetings and negotiations, the Owner represented to the Purchaser that they are well and sufficiently entitled to said Property and every part thereof and the title to the said property is clear, marketable and free from encumbrances and doubts and that except them no else has any right, title, interest and possession in the said property or any part thereof and that if any person claims any right and interest from, through or under them, then they shall settle the same at their own costs and expenses and shall indemnify and keep indemnified the Purchaser from any claim, action, suit or demand to that effect and that they have paid the entire consideration to the then owners and claimants and the agreements, power of attorney, deeds and documents in respect of the said property executed by the then Owners and the claimants are still valid, subsisting and completely in force and effect.

[Handwritten signature]

[Handwritten signature]



कलन - ४
दस्ता क्र. १३०८०/२०२३
८/२०

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AND WHEREAS the Owner has agreed to comply with any issues of title, impediments therein as well as any claim or demand raised by any person claiming or having right, title and interest in the said property and every part thereof thereby making available the said property free from any claims and obstruction for development and in no way they will call upon the Purchaser to settle the claims if any of the claimants and further shall at all material times safeguard their interest as well as the interest, right, title and possession of the Purchaser herein. However, the Purchaser shall be entitled to investigate the title of the erstwhile Owner and / or the present Owner herein to the said property in usual manner and shall be entitled to publish public notice/s if necessary, in various newspapers for investigation of the title so also shall be entitled to carry out search in various government office. In case if any adverse entries or claims or objections are found or received during such search, in respect of the said property, then all such adverse claim/s and objections are to be settled and/or set aside by the Owner entirely at its own costs, expenses, risks and liability;

AND WHEREAS relying upon the representations of the Owner as regards the clear and marketable title of the said property, the Purchaser agreed to acquire the aforesaid property for carrying out the development, construction thereon and in lieu thereof the Purchaser have agreed to pay and provide a lump sum monetary consideration of Rs.5,25,00,000/- (Rupees Five Crore Twenty Five Lakhs only);

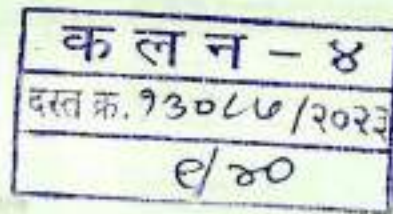
AND WHEREAS the offer of the Purchaser being fair and reasonable is accepted by the Owner;

AND WHEREAS in pursuance to the said offer and acceptance the parties hereto are desirous of reducing to writing the understanding reached between the parties by executing these presents.

Now therefore this agreement witnesses and it is hereby mutually agreed by and between the parties hereto as under:

1. The Owner do hereby declares and confirms that what is recited hereinabove with regard to its right, title and interest shall be treated as declarations and representations on their part as if the same are set out herein in verbatim and forming an integral part of this Agreement and it shall adhere to fulfil the representations and declarations as recited herein and shall deduce a clear and marketable title to the said property and every part thereof so as to legally, effectively and effectually vest the same in favour of the





Purchaser and/or their nominees or transferees in the manner as envisaged herein.

2. The Owner do hereby grants, assigns and transfers free from encumbrances and doubts to the Purchaser all that portion of land admeasuring **3772 sq. metres** out of the entire property comprising of

Survey No.	Total Area (sq. mtrs)	Area under sale sq.Mts
51/3/B/2	4830	445
51/5/1	5445	3327
Total →	10275	3772

more particularly described in the Second Schedule hereunder written, hereinafter called and referred to as the "said property" and shown on the plan annexed hereto by Red colour along with the right to have beneficial enjoyment of the said property and every part thereof and to commence, carry out and complete the entire construction of buildings as may be sanctioned by the Kalyan Dombivali Municipal Corporation or any Town Planning Authorities and/or concerned planning authorities from time to time along with the maximum potentiality of Floor Space Index under the provisions of Unified Development Control and Promotion Regulation inclusive of transferable development rights, staircase floor space index, premium Floor Space Index, ancillary areas, permitted increases and incentives therein as well as the increase in Floor Space Index in future and from time to time thereby using, utilizing and consuming the entire and maximum potentiality of the floor space index from time to time and in lieu of acquiring the said property along in the manner as recited hereinabove.

3. The Purchaser herein has agreed to pay and provide the lump sum monetary consideration of Rs.5,25,00,000/- (Rupees Five Crore Twenty Five Lakhs only) to the Owner in the following manner -
- (i) Rs.94,00,000/- (Rupees Ninety Four Lakhs only) paid prior to and till date of execution of this agreement in the following manner
- a) Rs.48,00,000/- (Rupees Forty Eight Lakhs only) by cheque no. 639303 dated 31.07.2023 drawn on Indian Bank, Ghatkopar Branch.

[Handwritten Signature]

[Handwritten Signature]



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- b) Rs.46,00,000/- (Rupees Forty Six Lakhs only) by cheque no. 639304 dated 03.08.2023 drawn on Indian Bank, Ghatkopar Branch.
(the payment and receipt whereof the Owner do hereby admit and acknowledge the same and discharge the Purchaser from the payment thereof).
- (ii) Rs.2,00,00,000/- (Rupees Two Crores only) paid by cheque No. 639305 dated 28.08.2023 drawn on Indian Bank, Ghatkopar Branch (the payment and receipt whereof the Owner do hereby admit and acknowledge the same and discharge the Purchaser from the payment thereof).
- (iii) Rs.2,25,75,000/- (Rupees Two Crores Twenty Five Lakhs Seventy Five Thousand only) paid by cheque No. 639306 dated 29.08.2023 drawn on Indian Bank, Ghatkopar Branch (the payment and receipt whereof the Owner do hereby admit and acknowledge the same and discharge the Purchaser from the payment thereof).
- (iv) Rs.5,25,000/- (Rupees Five Lakhs Twenty Five Thousand only) deducted by way of Tax Deducted at Source, the payment challan thereof will be submitted within fifteen days from the date hereof.

The Purchaser categorically declare that the time for payment of the above installments and clearance of post dated cheques on its due dates is and shall be the essence of contract and accordingly the Owner will be executing and registering the deed of conveyance in favour of the Purchaser herein simultaneously along with the execution and registration of this Agreement.

4. The Owner hereby declares and undertakes that:

- a) the title to the said property is clear, marketable and free from encumbrances and doubts and further if any defect in title is found, then they shall clear the same at their own costs and expenses and they shall ensure the clear and marketable title of the said property along with the actual, vacant and peaceful possession of the said property and every part thereof and the Purchaser is well and sufficiently entitled to have the beneficial use and enjoyment thereof as the Purchaser may deem fit and proper.



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- b) they have not created any encumbrances like Agreements, Exchange, Mortgage, Trust, Gift, Lien, Possession, Lease or even otherwise whatsoever and the title to the said property is clear, marketable and free from all reasonable doubts and encumbrances.
- c) that no notice of requisition or acquisition or of whatsoever nature is received by them under any enactments, statutes and prevailing laws nor the said property is subject of any mortgage, charge, lien or any other encumbrances thereon and that the owner has not raised any loan or advances against security of the said property or any part thereof.
- d) they shall pay the taxes, cesses or other charges levied from time to time by Government, Semi-Government or other local authority in respect of the said property till the date of registration of this present Agreement in favour of the Purchaser.
- e) that there are no tenants on the said property and that the said property is not affected by forest or any reservations and that the said property falls in residential zone and the Owner shall procure the necessary no objections and permissions if required to that effect at their own cost and efforts and shall make available the said property vacant and free from encroachments and claims and with a clear and marketable title free from any doubts and encumbrances.
- f) that there are no boundary disputes in respect of the said property and the said property has a clear, adequate and uninterrupted access from the existing municipal road.
- g) they shall at his own risk, costs and expenses settle the claims of the claimants if any, and make available the said property free from any claims and obstruction for development and in no way they will call upon the Purchaser to settle the claims of the claimants if any, and further shall at all material times safeguard the interest, right, title and possession of the Purchaser herein and shall indemnify and keep indemnified the Purchaser from any claims, actions, suits or demands if any raised by any person claiming through or under them or through the previous Owner and/or his predecessors in title.

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- h) there are no activities and business carried out on the said property or any part thereof and there are no income tax, service tax, wealth tax, sales tax or other taxation proceedings whether for recovery or otherwise initiated by any taxation authorities or local authorities pending whereby the said Properties or any part thereof is in any way affected and/or jeopardized or whereby the rights of the Owner to deal with the said Property are in any way is affected.
- i) no material facts affecting the title of the said property is concealed or hidden thereby jeopardizing the interest of the Purchaser.
5. Simultaneously with the execution of this Agreement, the Owner has handed over the actual, vacant and peaceful possession of the said property and every part to the Purchaser herein in part performance of contract and the Purchaser and its representatives, agents and/or their servants, employees, contractors, surveyors are authorised and well and entitled to enter upon and/or have access to the said property and/or any or every part thereof to inspect and/or survey and/or preparing the plans, schemes for development and other incidental acts thereto and also to commence and carry out the incidental developmental work as the bona-fide Purchaser and well and sufficiently and absolutely entitled to be in possession of the said property as they may deem fit and proper without any recourse to the Owner and/or any persons claiming through the owner do hereby accept, confirm and ratify the sale, grant and transfer of the said property in favour of the Purchaser herein.
6. It is agreed between the parties that Purchaser shall at his own costs and expenses follow the due procedure of law and obtain all the sanctions, approvals and clearances including interim sanction of plan, conversion of land to non-agricultural use, acquisition of floor space, increases and incentives in floor space index, building commencement certificate, revised permissions, clearances incur the expenses of scrutiny fees, development charges, Architect fees up to sanction and approval open land tax and other incidental charges thereto and shall obtain the maximum potentiality of floor space index under the provisions of



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Unified Development Control and Promotion Regulation from time to time to be used, utilised and consumed on the said property.

7. The Purchaser do hereby agree and assure to perform the following requisitions at their own costs, risk, liability and responsibility and on principal to principal basis but not as an Agent of the owner viz.:
- (i) to commence, carry out and complete the entire construction in all respect on the said property and every part thereof as per the sanctioned plans and permissions, revisions and modifications therein from time to time along with all the infrastructural facilities and amenities as well as utility areas and to obtain the building completion certificate / occupation certificate in part/s as per the completion and progress of construction in the scheme of construction to be carried out on the said property and finally to complete the entire scheme of construction in all respect.
 - (ii) to follow the due process of law to form and register the cooperative housing society and/or condominium of apartment Owner, and/or any corporate body as the case may be and as and when the occasion needs so.
 - (iii) to defend, contest and follow the due procedure of law in respect of the objection, claim, actions and demand if any raised by any purchaser in respect of the defect in construction of flat or unit or any amenities and infrastructural facilities to be provided in the scheme of construction.
8. The Purchaser are well and sufficiently entitled to sell the flats, shops and units to be constructed in the buildings on the said property to any intending purchasers and to receive and appropriate the sale proceeds, form a cooperative housing society or condominium of apartment owners or any corporate body and further to convey the land and building in favour of such cooperative housing or condominium of apartment owners or any corporate body.
9. The parties hereto agree and assure to render their sincere support, cooperation and co-ordination to each other in the process of formation and registration of the cooperative housing society, condominium of apartment Owner or corporate body and

Further



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to execute and register the final deed of conveyance in favour of such society or any corporate body as the case may be.

10. The Purchaser do hereby agree and assure to perform the following requisitions at their own costs, risk, liability and responsibility and on principal to principal basis but not as an Agent of the owner viz.:
- i) carry out and complete the entire scheme of construction including all infrastructural and recreational facilities and amenities in the scheme of construction
 - ii) carry out the work of septic tank, drainage system, compound wall, internal road development, storm water drainage, streetlights, bore-well, water tanks, recreational garden
 - iii) to do all the acts, deeds, things and matters in the day to day to day affairs, management and administration of the entire scheme of construction.
 - iv) to obtain the maximum utilisation of floor space index under the provisions of Unified Development Control and Promotion Regulation along with the increases and incentives in floor space index as per the Development Control Regulation on the said property from time to time by paying the premium and cost of acquisition thereto and to obtain the sanctions, approvals, revisions for utilising and consuming the same on the said property.
 - v) to bear and pay expenses and charges for sanction of plans, premium, open land tax in respect of the said property and every part thereof till the date of grant of building completion certificate.
 - vi) to follow the requisite procedure under law and obtain the clearance and approvals in respect of the construction to be carried out and completed on the said property and every part thereof.
11. The Purchaser shall be entitled to enter into separate contracts in their own name with the building contractors, agents, architects and other ancillary service provider related to the development of the said property and for carrying out the said development at their own cost, risk, liability and responsibility.



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12. It is agreed and understood between the parties that the Purchaser at their own costs and expenses shall carry out, construct and complete all the infrastructural and recreational facilities in the scheme of construction and further all the infrastructural and recreational facilities shall be used, utilized and availed by all the purchasers of the buildings in the entire scheme of construction and all the purchasers shall be liable and responsible to pay the charges, outgoings for the maintenance and administration thereof.
13. It is agreed and understood between the parties that the amounts payable by the Purchaser on account of goods and service tax, value added tax, local body tax, government and semi-government taxes, charges, stamp duty and registration fees will be collected by the Purchaser herein under appropriate heads under the provisions of law and the Purchaser herein shall be liable and accountable for the same.
14. On the execution of this presents, the Purchaser shall at their own costs be entitled to put up their boards and hoardings on the said property showing and/or indicating the proposed development scheme on the said property hereby agreed to be developed and the proposed housing scheme in respect thereof. The Owner have permitted the Purchaser to issue public notices in any newspapers, erect sign boards and name boards on the said property proclaiming the proposed development and if any claim is raised by any person, then the Owner shall clear the same at his own costs and expenses to the entire satisfaction of the Purchaser or their Advocate/s.
15. It is clearly agreed and understood between the parties that the Purchaser shall be responsible for the entire development of the said property including the responsibility of any mishap, accidents, claims and compensation to workmen under all labour laws in relation to the labour employed by Purchaser for the scheme of construction herein and further including the responsibility under all other laws as applicable calling for due diligence in the construction work under them by Purchaser herein and shall bear and pay the construction cost, development cost and other incidental expenses thereof and shall be responsible and liable for the complaints and requisitions of the intending purchasers due to defect in construction and workmanship and shall indemnify and

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keep indemnified the Owner there from. It shall be responsibility of the Purchaser to hand over and deliver the possession of the flats and units to the intending purchasers. The Purchaser shall be liable and responsible to pay the bills of contractors, site office expense, salaries, electric bills and other expenses in respect of the development on the said property. The Purchaser shall further also be liable and responsible for payment of all statutory taxes, duties and levies under the taxation laws governing the said scheme of construction. The Purchaser in terms of the above agree and assure to indemnify and keep indemnified the Owner there from and shall also make good the loss or damage caused to the Owner herein in that behalf.

16. The Purchaser shall also indemnify and keep indemnified the Owner against all losses, damages, injuries, if any, cause or sustain by the Owner due to any breach or violation or permission for development and/or arising out of illegal or unauthorised construction. The Purchaser would carry out all and whatever construction by obtaining all requisite permissions and would not cause any violation or breaches of any of the conditions imposed under such permission and/or would not carry out any illegal or unauthorised construction and in any case shall ensure that the Owner will not be held responsible for any such violation, breach or non-obtainment of permissions and shall keep indemnified the Owner in that regard forever.
17. The Purchaser shall also indemnify and keep indemnified the Owner against all losses, damages, costs, charges expenses that will be incurred or suffered by the Owner on account of or arising out of any breach of any of these terms or any law, rules or regulations or due to accident or any mishap during construction or due to any claim made by any Developer in respect of such construction or otherwise howsoever.
18. It is agreed and understood by and between the parties that the Owner will execute and/or cause the persons having interest in the said property and every part thereof to execute the necessary Deed of Conveyance in favour of cooperative housing society and/or any corporate body or person on completion of the entire construction, sale and disposal of the flats / units therein and/or as and when called upon by the Purchaser.



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19. It is agreed and understood by and between the parties that the Owner shall pay and discharge all taxes and outgoings including municipal taxes, and all other charges, rates, cess taxes that may be levied by the public body or authorities in respect of the said property till the date of this agreement and thereafter the Purchaser will be liable and responsible for the same. It is further agreed and understood that the Purchaser herein are entitled, empowered and authorized to receive the refundable deposit from the town planning authorities, and other concerned authorities and to appropriate the same as they may deem fit and proper.
20. The Owner agrees and undertakes to ensure that no obstruction of whatsoever nature will be caused by any person claiming right in the property through them in the progress of construction to be carried on by the Purchaser as per the plans to be sanctioned by the concerned authorities. The Owner assure that they will not do any act, matter or thing whereby the Purchaser shall be prevented from carrying out the construction work as envisaged under this Agreement.
21. It is agreed and understood by and between the parties that the Purchaser shall have right and authority to create charge, mortgage and lien on the said property and the construction to be carried out on the said property with any banks or financial institution, person or company and to execute, sign and deliver, lodge and register the deed of mortgage, deed of further charge, to execute the Memorandum for Deposit of Title Deeds and to do all further acts, deeds, matters and things as the Purchaser may deem fit and proper at their own risk, costs and expenses and the Owner have granted its express and irrevocable consent for the same and the Purchaser shall indemnify and keep indemnified the Owner from any action, suit, claim, demand if any raised by any person claiming through or under them. It is clarified that such creation of charge and mortgage shall not cause prejudice to the Owner to receive their consideration as recited herein.
22. It is clearly agreed and understood between the parties that if the purchasers of the flats / units of the Purchaser intends to avail the financial assistance and/or housing loan from the financial institutions and/or banks, the Purchaser shall have the right to mortgage the flats and units agreed to be sold to such intending purchasers so as to enable the intending flat / unit purchasers to

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