

337/18892

पावती

Original/Duplicate

Thursday, October 17, 2024

नोंदणी क्र. :39म

4:28 PM

Regn.:39M

पावती क्र.: 20256 दिनांक: 17/10/2024

गावाचे नाव: नवघर

दस्तऐवजाचा अनुक्रमांक: टनन7-18892-2024

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: कमलेश केशवलाल मिस्त्री - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2500.00

पृष्ठांची संख्या: 125

एकूण:

रु. 32500.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
4:47 PM ह्या वेळेस मिळेल.

Joint Sub. Registrar Thane 7

बाजार मूल्य: रु.3977681.675 /-

मोबदला रु.6199924/-

भरलेले मुद्रांक शुल्क.: रु. 434000/-

सह दुय्यम निबंधक वर्ग. २
ठाणे क्र ७

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1024177814585 दिनांक: 17/10/2024

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु.500/-


डीडी/धनादेश/पे ऑर्डर क्रमांक: 1024170114642 दिनांक: 17/10/2024

बँकेचे नाव व पत्ता:

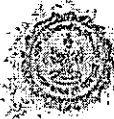
3) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH009540600202425R दिनांक: 17/10/2024

बँकेचे नाव व पत्ता: Panjab National Bank



मुळदस्त परत मिळाल्या



CHALLAN
MTR Form Number-6



GRN	MH009540600202425R	BARCODE	[Barcode]		Date	09/10/2024-18:15:57	Form ID	B25
Department			Inspector General Of Registration					
Type of Payment			Bank Portal - Simple Receipt					
Office Name			THN7_THANE NO 7 JOINT SUB REGISTRAR					
Location			THANE					
Year			2024-2025 One Time					
Account Head Details			Amount In Rs.		Payer Details			
0030046401 Stamp Duty(Bank Portal)			434000.00		TAX ID / TAN (If Any)			
0030063301 Registration Fee			30000.00		PAN No.(If Applicable)		AKRPM0893J	
					Full Name		KAMLESH K MISTRY AND REENA K MISTRY	
					Flat/Block No.		1704 17TH FLR,ESQUIRE TOWER A,NAVGHAR,	
					Premises/Building		1704 17TH FLR,ESQUIRE TOWER A,NAVGHAR,	
					Road/Street		BHAYANDAR EAST	
					Area/Locality		THANE,Maharashtra	
					Town/City/District		THANE,Maharashtra	
					PIN		4 0 1 1 0 5	
					Remarks:(If Any)			
					Prop. mvlty=Immovable~Prop Amt=6199924.00~Prop area=39.95~Prop			
					area =UGM=90 Meter~oth Prop. area=11945N~oth Prop			
					Name=MS. JP INERA AND SALASAR BUILDGONKLE			
					दस्तावेज क्र. 2/2024			
					Amount In Words			
					Four Lakh Sixty Four Thousand Rupees Only			
Total			4,64,000.00					
Payment Details			PUNJAB NATIONAL BANK					
			FOR USE IN RECEIVING BANK					
Cheque/DD Details			Bank CIN		Ref. No.		03006172024100950061 091024M1091088	
Cheque/DD.No.			Bank Date		RBI Date		09/10/2024-15:32:44 10/10/2024	
Name of Bank			Bank Branch		PUNJAB NATIONAL BANK			
Name of Branch			Scroll No. , Date		1, 10/10/2024			

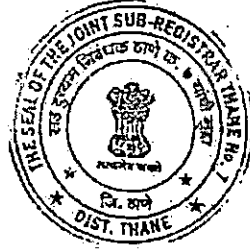
Department ID: [Blank] Mobile No.: 9820137324
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सदर् चलन केवल दुर्यम निबंधक कार्यालयात नोंदणी करवयाच्या दस्तावेजासाठी लागू आहे. नोंदणी न करवयाच्या दस्तावेजासाठी सदर् चलन लागू नाही.

Signature Not Verified

Digitally signed by DS
 DIRECTORATE OF ACCOUNTS
 AND TREASURY, MUMBAI 02
 Date: 2024.10.10 12:47:43 IST
 Reason: GRAS Secure Document
 Location: India

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[Handwritten Initials]

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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made at Mira-Bhayandar /Thane this 17th day of OCT, Two Thousand and Twenty Four:

BETWEEN

M/s JP INFRA & SALASAR BUILDCON LLP, a limited liability partnership firm, governed under the Limited Liability Partnership Act, 2008, having its registered office address at Salasar Business House, Ground & 1st Floor, Shree Vallabh, Near Dmart, 150ft Road, Bhayandar (West), Thane- 401101, hereinafter referred to as the "Promoter" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its Designated Partners, Partners, Successors and assigns) of the FIRST PART;





AND

1. SHRI. KAMLESH KESHAVLAL MISTRY & 2. SMT. REENA KAMLESH MISTRY Adult/s, 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 B/205, Sai Charanam C Building, Navghar Fatak Road, Near Sai Baba Shirdi Nagar, Bhayander East, Thane-401105. hereinafter referred to as "Allottee/s"

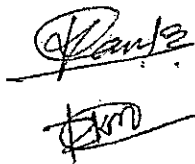
(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual/s (his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, 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 their 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 SECOND PART.

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

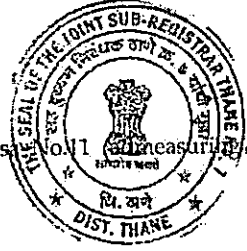
WHEREAS:

A. The Promoter is undertaking development of all those pieces and parcels of land admeasuring area 5,620 square meters in aggregate bearing the following Survey Numbers / Hissa Numbers, lying, being and situate at Village Navghar, Bhayandar East, Taluka and District Thane and in the Registration District and Sub District Thane and now within the limits of Mira Bhayandar Municipal Corporation ("the Larger Land") in accordance with applicable laws (as amended / modified from time to time), including the provisions of the Unified Development Control and Promotion Regulations for Maharashtra State ("UDCPR") as applicable from time to time, in the manner as stated herein:

(i) Old Survey No. 221, New Survey No. 195 Hissa No.1 (admeasuring approximately 4,890.00 square meters) and



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Old Survey No. 221, New Survey No. 195, Hissa No. 1
approximately 730.00 square meters



(ii) Old Survey No. 221, New Survey No. 195, Hissa No. 1 approximately 730.00 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".

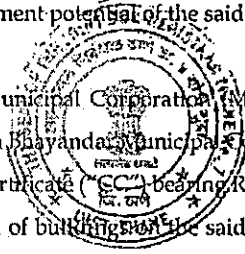
- B. By virtue of Consent Terms dated 11th March, 2019 ("the said First Consent Terms") filed in the Special Civil Suit bearing no. 309 of 2010 and Order dated 11th March, 2019 in the said Suit ("the said First Order") and Decree dated 11th March, 2019 drawn up by the Hon'ble Court ("said First Consent Decree") read with the Order dated 11th March, 2020 ("said Second Order") passed in the Review Petition and Amended Consent Decree drawn on 17th October, 2020 as per the said Second Order passed on 11th March, 2020 in the said Review Petition ("said Amended Consent Decree") duly registered under Sr. No. TNN-4/6216/2020 on 21st October, 2020 and by diverse deeds, factors and documents M/s. Seven Eleven Construction Pvt. Ltd. became owner of the said Larger Land.
- C. Vide Mutation Entry No. 2629, certified on 10th November 2020, the said M/s. Seven Eleven Construction Pvt. Ltd. name has been mutated in the 7/12 Extract of the said Larger Land.
- D. By a Deed of Conveyance Cum Assignment dated 9th July, 2021, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-1/9153/2021 ("the said Deed"), M/s. Seven Eleven Construction Pvt. Ltd. (Vendor therein) has conveyed and assigned to the Promoter the Land admeasuring 5233.04 square meter out of total area 5620 square Meters (deduction of 386.96 square meters area for D.P. Road and FSI used in the permission) ("the said Land").
- E. Simultaneously alongwith the execution of the said Deed, M/s. Seven Eleven Construction Pvt. Ltd., had executed a Power of Attorney, dated 9th July, 2021 registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No. TNN-1/9154/2021 in favour of the Promoter herein, conferring upon them several powers, inter-alia powers to deal with the said Land and any/all other permissions as received in respect to the construction on the said Land.
- F. The manner in which the Promoter has purchased / acquired the ownership of

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the said Larger Land and/or acquired the development/construction rights on the same, is duly set out in the said Deed. M/s. Seven Eleven Construction Pvt. Ltd. (Vendor therein) is in the process of obtaining requisite approvals and permissions from the competent authorities for the development of the said land by the construction of the building thereon by utilization of the full and maximum development potential of the said Larger Land.

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G.	Mira Bhayandar Municipal Corporation (MBMC) has sanctioned Layout on 06 May, 2021, Mira Bhayandar Municipal Corporation (MBMC) has issued the Commencement Certificate ("CC") bearing Ref. No. MNP/NR/530/2021-2022, for the construction of building on the said Land ("the said Commencement Certificate").
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H. The Appeal from order no. 466/2021 challenging the order passed in the Civil Misc. Application bearing no. 719 of 2020, is pending for hearing in the Hon'ble High Court. The Hon'ble High Court by its order dated 25th November 2021 has granted interim relief in favour of M/s. Seven Eleven Constructions Pvt. Ltd. being the appellant therein.

I. Details of mortgage(s) with respect to the Larger Land (or part thereof) are as follows:

Sr. No.	Mortgagee	Document of Mortgage/ Encumbrance	Date	Registration No.
1.	Catalyst Trusteeship Limited	Deed of Mortgage Cum Charge	25.10.2021	TNN7-15782-2021

J. The Promoter is vested with the right to develop the said Land inter-alia by constructing new buildings thereon. The 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".

K. The Promoter is entitled to sell the premises in the New Buildings to be constructed on the said Land, in accordance with the terms and conditions of the sanctions and approvals obtained / being obtained in relation to the same.

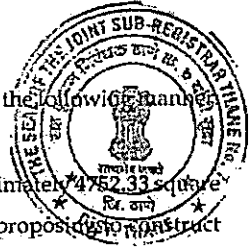
L. The Promoter is undertaking the development of the said Land for a mixed-use

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project and is constructing a mixed-use project thereon in the following manner

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- (i) On a portion of the said Land measuring approximately 4752.33 square meters ("the said Project Land"), the Promoter is proposing to construct the Real Estate Project (as defined below) comprising of a cluster of 2 (two) towers - 1A and 1B, to be individually known as "the said Towers" and collectively known as "ESQUIRE", where the Tower 1A is consisting of stilt + podium (part residential + part amenities) + 1st floor to 20th upper residential floors and Tower 1B is consisting of stilt + podium (part residential + part amenities) + 1st floor to 19th upper residential floors, subject to the approvals by the concerned authorities and in accordance with applicable laws.
- (ii) At present, a total FSI of 18401.99 square meters have been sanctioned for the construction of the said Real Estate Project.

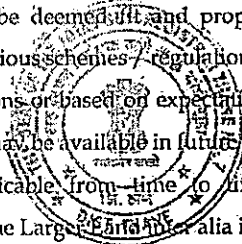
The said Project Land is more particularly described in the Part B of the First Schedule hereunder written and delineated with thick dark blue coloured boundary on the Plan annexed hereto and marked as Annexure "1".

- M. On the balance portion of the said Land, if any, the Promoter reserves the right to construct other real estate projects from time to time which will inter-alia 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 deems fit. The Allottee/s acknowledge/s, consent/s and confirm/s the same.
- N. The Allottee/s acknowledge/s and confirm/s that the Promoter proposes to undertake construction on the said Land by utilization of the full and maximum development potential of the Larger Land 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 as separate Real Estate Projects. The Promoter 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 on 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 from time to time or due to planning constraints which inter alia may include construction of buildings with such permutations and combinations of commercial/residential or residential cum commercial premises or such other users as may be permissible and shifting the location of the reservations affecting the Larger Land anywhere on the Larger Land, in a phase-wise manner as may be deemed fit and proper by the Promoter, including by implementing various schemes/regulations as mentioned in the Development Control Regulations or based on expectation of increased FSI / development potential which may be available in future on modification of provisions of the UDCPR as applicable from time to time, which are applicable to the development of the Larger Land, inter alia in consonance with revised UDCPR.

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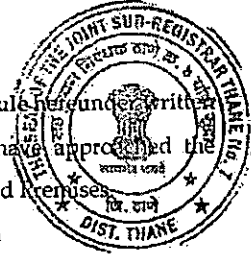
Any amendments to the Disclosed Layout in accordance with the approvals and permissions and what is stated herein will result and require changes to the Disclosed Layout.

- O. The development of the said Real Estate Project known as 'ESQUIRE' is on a portion of the Larger Land 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. P51700030151 dated 31/07/2021, for the Real Estate Project ("RERA Certificate") and a copy of the RERA Certificate is annexed and marked as Annexure "3" hereto.
- P. 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 Land. The Allottee/s has/have also examined all the documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.
- Q. The Allottee/s being desirous of purchasing a residential premises / unit /

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shop as more particularly described in the Second Schedule hereunder written (hereinafter referred to as the "said Premises") has/have approached the Promoter and requested to allot to him/her/them the said Premises.

R. The principal and material aspects of the development of the Real Estate Project, are briefly stated below:

- (i) ESQUIRE is a part of the New Buildings.
- (ii) The Real Estate Project shall comprise of a cluster of 2 (two) towers - 1A and 1B, where the Tower 1A consists of ground (still) + podium (part residential + part amenities) + 1st to 20th upper residential floors and Tower 1B consists of ground (still) + podium (part residential + part amenities) + 1st to 19th upper residential floors, on the said Project Land forming part of the said Larger Land, subject to the approvals by the concerned authorities and in accordance with applicable laws.
- (iii) The Promoter proposes to eventually consume a total FSI of either approximately 22,000.00 square meters and/or the maximum development potential of the Larger Land as-is/may be permissible from time to time under the governing regulations ("Total FSI"), for the construction of the New Buildings on the Larger Land.
- (iv) By and under its Letter dated 14th May, 2021, the Mira Bhayandar Municipal Corporation ("MBMC") has approved the plans and granted Commencement Certificate for the construction of the said Real Estate Project. Copy of the said Commencement Certificate dated 14th May, 2021, is hereto annexed and marked as Annexure "4".
- (v) The Promoter has planned "Esquire" as a High-Rise Building consisting of a maximum 40th 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.
- (vi) The Allottee/s has/have been explained by the Promoter, and the Allottee/s understand/s, that even though the Promoter has currently received approvals for the construction of ESQUIRE consisting of 20 floors for Tower 1A and 19 floors for Tower 1B, the Promoter may at their sole discretion apply for farther height approvals to increase the number of

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floors both for Tower 1A & Tower 1B 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 consent for the same subject to any of these changes not affecting the location of the said Premises.

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(vii)	The Real Estate Project shall comprise of units/premises consisting of
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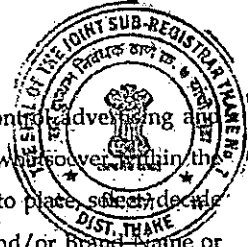
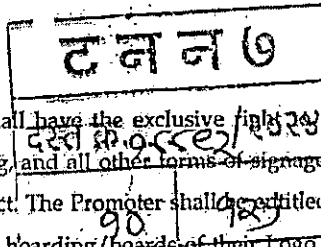
(viii) At present, a total FSI of 18401.99 square meters have been sanctioned for consumption in the construction and development of the Real Estate Project. The Promoter proposes to eventually consume all FSI (whether paid or free, by whatsoever name it may be known, whether available now or in the future), all TDR that may be generated from time to time and/or maximum development potential of the Larger Land as is permissible from time to time, in the construction and development of the Real Estate Project or to be used anywhere in the Larger Land. In the event of amalgamation of any of the adjoining plots, amendments in UDCPR/FSI, by which the Total FSI shall increase, then the term Total FSI shall be deemed to be inclusive of such increased FSI.

(ix) 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 ("Real Estate Project Amenities").

(x) The common areas, facilities and amenities located in the Larger Land that may be usable by the Allottee/s are listed in the Fourth Schedule hereunder written ("Larger Land Amenities").

(xi) The Larger Land Amenities shall be constructed in a phase-wise manner and shall be completed at or around obtainment of the full occupation certificate of the last real estate project in the Larger Development. Further, the Promoter reserves the right to substitute, upgrade, modify, relocate or enhance any or all the Real Estate Project Amenities or the Larger Development Amenities.

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(xii) The Promoter shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the Real Estate Project. The Promoter 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 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 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 shall not be liable to pay any fees, charges or moneys for the same to the Society.

(xiii) The Promoter 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 and/or the Larger Land with adjoining Land parcels, the Larger Land 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.

(xiv) The details of the formation of the Society (defined below) and the conferment of title upon the Society with respect to the Real Estate Project are more particularly specified in Clauses 13 and 16 below.

The above details along with the annexures to the RERA Certificate are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.

- S. The Promoter has entered into standard agreement/s with a Licensed Surveyor registered with the MBMC.
- T. The Promoter 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

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completion of the Real Estate Project.

- U. The Promoter has the right to sell the said Premises in the Real Estate Project to be constructed on the said Project Land and to enter into this Agreement with the Allottee/s of the said Premises to receive the Sale Consideration in respect thereof.

V.C. Demand from the Allottee/s the Promoter has 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 Licensed Surveyor/Architect of the Promoter, his Consultants, and of such other documents as are specified under the REEA and the Rules and Regulations made thereunder, including *inter alia* the following:

- (i) 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
- (iv) Copy of the Title certificate dated 14th July, 2021 issued by Adv. Anilkumar Marlecha (hereinafter referred to as the "said Title Certificate") certifying the right/entitlement of the Promoter is annexed and marked as Annexure "5".
- (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 quantum of the Total FSI namely basic FSI, FSI against road widening (setback), incentive FSI against handing over of amenity, TDR is detailed in the Sanctioned Layout Plan. The present sanctioned floor plan with respect to the said

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Premises is annexed hereto and marked as Annexure



- W. The carpet area (as defined under RERA) of the said Premises is as per the Second Schedule hereunder written (hereinafter referred to as the "Final Carpet Area"). However, the Promoter is yet to revise the current sanctioned plans to reflect the Final Carpet Area. The Carpet area as per the current sanctioned plans is 429.69.00 sq.ft and after revision of the sanctioned plans is proposed to be 430.00 sq.ft (i.e. the Final Carpet Area).
- X. 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 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.
- Y. Further, (i) the requisite approvals and sanctions for the development of the Real Estate Project from the competent authorities are obtained/being obtained and (ii) the approvals and sanctions from other relevant statutory authorities, are applied for and/or in the process of being obtained and/or have been obtained by the Promoter.
- Z. The Promoter has accordingly commenced the construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and the approvals and permissions, as referred hereinabove.
- AA. 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.
- BB. 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 Promoter to undertake the said construction on the 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

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development on the Larger Land as proposed by the Promoter 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. The Allottee/s hereby confirm/s that he/she/they has/have

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perused the terms and conditions of this Agreement and is/are signing this Agreement out of free will under legal advise and that the terms and conditions mentioned herein are not arbitrary or one sided.

The Promoter has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase from the Promoter, the said Premises comprising Final

Carpet Area for a Sale consideration as set out in the Second Schedule ("Sale Consideration") hereunder written and upon the terms and conditions mentioned in this Agreement. The Allottee/s agree/s and confirm/s that the Sale Consideration referred above to be paid by the Allottee/s to the Promoter 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 Promoter shall accordingly increase the Sale Consideration to compensate for the amount of such reduced benefits:

DD. Under Section 13 of RERA, the Promoter is 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.

EE. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter 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:

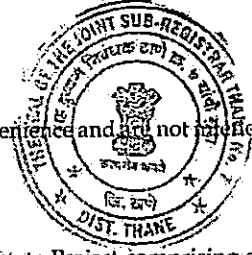
NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

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




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operative section of this Agreement are only for convenience and are not intended in derogation of RERA.



2. The Promoter proposes to construct the said Real Estate Project comprising of a cluster of 2 (two) towers – A and B, to be individually known as ("the said Tower") and collectively known as "ESQUIRE", where the Tower 1A consists of ground (still) + podium (part residential + part amenities) + 1st to 20th upper residential floors and Tower 1B consists of ground (still) + podium (part residential + part amenities) + 1st to 19th upper residential floors, subject to the approvals by the concerned authorities and in accordance with applicable laws. 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 Promoter 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 if applicable, 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 Promoter shall be entitled to make modifications, variations, additions or alterations as may be required by the Promoter 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 Promoter as aforesaid shall not be required. It is further clarified that only if the premises allotted to the Allottee/s under this Agreement is relocated anywhere else in the Real Estate Project and/or the Larger Land, the Allottee/s shall be deemed to be adversely affected person for the purposes of consent. The Promoter shall also be entitled to make such changes within the Real Estate Project or in the Premises as may be required by the Promoter or the concerned authorities or as may be necessary due to architectural and structural requirements, without any consent from the Allottee/s.

3. DISCLOSURES AND TITLE:

- (i) The Allottee/s hereby declare/s and confirm/s that prior to the execution

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of this Agreement, the Promoter 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 Promoter to 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 Promoter on the MahaRERA

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website, and has/have satisfied himself / herself / themselves of the particulars and disclosures, including the following:

Nature of the right, title and interest of the Promoter to undertake construction on the Larger Land and the development of the Real Estate Project and the encumbrances thereon.

- (b) 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.
- (c) Particulars of fixtures, fittings and specifications proposed to be provided in the said Premises as more particularly mentioned in the Fifth Schedule hereunder written.
- (d) FSI utilized and/or to be utilized in the Real Estate Project / the Larger Land as set out herein.
- (e) The nature of the organization to be constituted of the Allottee of the Premises in the Real Estate Project and the Allottees of the other Real Estate Projects in the Larger Land.
- (f) The Approvals to be obtained, in relation to the Real Estate Project / development on the Larger Land.
- (g) Nature of responsibilities of the Promoter and Allottee/s under this Agreement.
- (h) Nature of inter-se roles, responsibilities and obligations of the Promoter shall be as per the terms of the Agreements executed between them.




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- (i) The various amounts and deposits that are to be paid by the 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.
- (ii) The Promoter is entitled to aggregate any contiguous land 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 Promoter is 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.
- (iv) The Allottee/s further confirm/s and warrant/s that the Allottee/s 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/have decided and agreed to enter into this Agreement. The Allottee/s has/have accepted the right, title and interest of the Promoter in respect of the Real Estate Project, the development of the Larger Land and the said Premises and doth hereby agree/s and undertake/s not 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 the said Premises based on the terms and conditions stated hereunder and that the Promoter 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 Promoter in accordance with this Agreement and only on the

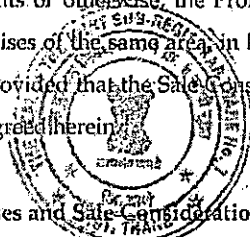
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Allottee/s performing and complying with the terms, conditions, covenants, obligations, undertakings etc. as contained herein without any breach of the same.

(vi) The Allottee/s agrees that in the event of any change in plan due to statutory requirements or otherwise, the Promoter 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.



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4. Purchase of the said Premises and Sale Consideration:	



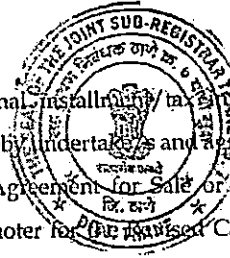
(i) The Allottee/s hereby agree/s to purchase from the Promoter, and the Promoter hereby agrees to sell to the Allottee/s, the said Premises comprising Final Carpet Area, as more particularly described in the Second Schedule hereunder written and as shown hatched with black colour on the floor plan annexed and marked Annexure "8" hereto, at and for the Sale Consideration as set out in the Second Schedule hereunder written. The Allottee(s) hereby confirm(s)/undertake(s) that he/she/they is/are law abiding citizen(s) and that the Sale Consideration including Other Charges and taxes paid/payable under this Agreement is/shall be funded from their own bonafide employment/business earnings or by procuring financial assistance from Financial Institution(s)/lender. The Allottee(s) indemnifies the Promoter explicitly to this extent.

(ii) (a) The Allottee/s has/have paid before execution of this Agreement, part payment 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 Promoter the entire Sale Consideration in the manner as more particularly mentioned in the Sixth Schedule hereunder written.

(b) In case the Promoter fails to get the revised sanction plans, thereby reducing the Final Carpet Area then the Allottee/s explicitly confirms to accept such revised Carpet Area ("Revised Carpet Area") and shall not raise any issue with respect to the same. The Sale Consideration thus payable on the basis of the Revised Carpet Area of the said Premises, shall be recalculated and the Promoter shall provide a credit for the differential

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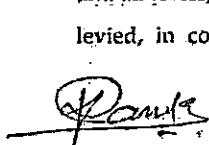
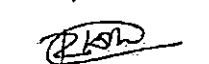
amount of such consideration from the final installment/tax invoice payable by the Allottee/s. The Allottee/s hereby undertake/s and agree/s to execute and register the Supplemental Agreement for Sale of such suitable document as suggested by the Promoter for the assigned Carpet Area, which is obligatory on Allottee/s and a pre-requisite for providing credit of the differential amount as mentioned herein.

(iii) The Promoter shall issue Demand and Tax Invoice to the Allottee/s intimating the Allottee/s about the stage-wise payment due more particularly detailed out in 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 Promoter making a demand for the payment of the Installment, time being the essence of the contract.

(iv) The Promoter hereby agrees to permit/authorize the Allottee/s to use car parking space as more particularly described in the Second Schedule ("the said Car Parking Space"). The final location of the said Car Parking Space to be allotted by the Promoter to the Allottee/s will be at the sole discretion of the Promoter, 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 the possession of the said Premises.

(v) 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 Promoter has 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.

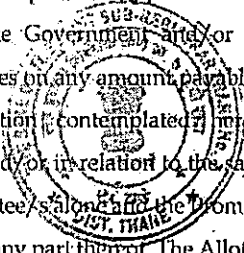
(vi) The Sale Consideration excludes all taxes applicable to this transaction currently or in the future (consisting of tax paid or payable by way of any and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the



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 other taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) 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 Promoter 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 Promoter consequential upon any legal proceedings that may be instituted by the concerned authority/ies against the Promoter or by the Promoter 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.

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(vii) The Sale Consideration shall also exclude all costs, charges and expenses including but not limited to stamp duty, registration charges and expenses incidental thereto as also the Other Charges set out in Seventh Schedule hereunder written ("Other Charges"). 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 set out above shall be intimated by the Promoter 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 Promoter, such other charges/amounts or such increase in the other charges/ amounts as the Promoter 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

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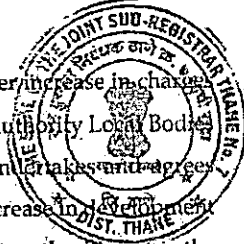
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payable to the competent authority and/or any other increase in charges
which may be levied or imposed by the competent authority Local Bodies
/ Government from time to time. The Promoter undertakes and agrees
that while raising a demand on the Allottee/s for increase in development
charges, cost, or levies imposed by the competent authorities etc., the
Promoter 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.

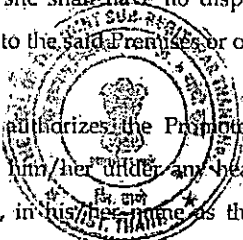
(ix) The Promoter shall confirm the Final Carpet Area/Revised Carpet Area that has been allotted to the Allottee/s after the construction of the Real Estate Project is complete and the Occupation Certificate is granted by the MBMC, by furnishing details of the changes, if any, in the Final Carpet Area /Revised 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 the Final Carpet Area, the same shall be physically re-measured after removing all finishes that have been applied / fitted and the cost of removal after refitting of such finishes shall be solely borne and paid by the Allottee/s alone. The Sale Consideration payable on the basis of the re-measured Final Carpet Area or the Revised Carpet Area of the said Premises, shall be recalculated by the Promoter. If there is any reduction in the Final Carpet Area or the Revised Carpet Area within the defined limit of 3%, then the Promoter shall refund the proportionate excess money paid by the Allottee/s within 45 (forty-five) days from the date of handing over of possession of the said Premises with an annual interest at the rate specified in the RERA Rules, from the date of such joint measurement. Provided that the Promoter shall cease to be liable to make the payment of any interest, if the Allottee/s fails to take possession in accordance with the Possession Notice, as detailed out in clause 8 below. If there is any increase in the Final Carpet Area or Revised Carpet Area allotted to Allottee/s; the Promoter 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 clarified that the payments to be made by the Promoter/ Allottee/s; as 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. Failure to make payments by the Allottee/s shall amount to be "default" and the

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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 Promoter 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.

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The Allottee/s authorizes the Promoter 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 Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

(xi) The Promoter has agreed to permit/authorise for the 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:

- (a) The said Car Parking Space is permitted/authorised for 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 Promoter 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 Promoter 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.
- (b) The Promoter shall identify and permit/authorise to use the said Car Parking Space on or before handing over possession of the said Premises. The decision of the Promoter with respect to such identification and authorization/permission to use 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 authorization/permission at any time in future. The Allottee/s

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undertake/s not to sell/transfer/lease or give on license in any other manner ^{20/01/2024} said Car Parking Space permitted/authorized for use to him/herself them/itself. The rights of the Allottee/s in respect of the said Car Parking Space shall be co-extensive and co-terminus along with this ^{20/01/2024} DISTANCE. 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 Promoter shall have right *inter-alia* to levy such penalty or take such action as they may deem fit. The Allottee/s undertake/s to pay such maintenance charges in respect of the said Car Parking Space as may be decided by the Promoter or the Society from time to time.

- (c) Any mechanical / electronic Car Parking System that is purchased by the Promoter from third party Vendor/s, is subject to normal wear and tear and is also susceptible to malfunctioning. It may require shut down for repairs and maintenance. The Allottee/s waives any and all claims, liabilities against the Promoter 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 Promoter 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. The Allottee/s agree/s to extend complete co-operation at all times with the other allottee/s who have been permitted to use the Car Parking Space in the Car Parking System installed in the said ESQUIRE and ensure that other Allottee/s are able to park their car/vehicles in their permitted car parking space/s at all times, without any difficulty, till such time the Society/ Association of the Allottee/s in the said Real Estate Project takeover day to day affairs and regulate car parking as per Society Bye-laws.

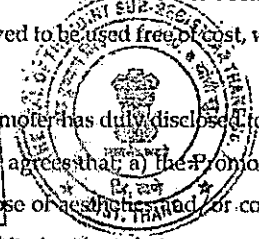
(xii) In addition to the Final Carpet Area of the said Premises, there may be certain constructed areas free of FSI as may be permitted by the MBMC

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and as more particularly described in the Second Schedule hereunder written and shown on the plan annexed hereto and marked as Annexure "8" (hereinafter referred to as "the Additional Areas"). The Additional Areas shall be exclusive to the said Premises. The Additional Areas, if any shall be allowed to be used free of cost, without any price or consideration.

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(xii) The Promoter has duly disclosed to the Allottee/s and the Allottee/s confirms and agrees that: a) the Promoter 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; b) In any event, if a change in regulation permits/enforces changes/amendments in location, area, count (of refuge floors/units, water tanks, staircases, lifts, mezzanine floors, car parking, fire check floor, fire chute) and/or the conversion of Additional Areas into the Final Carpet Area of the said Premises, the Promoter 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.

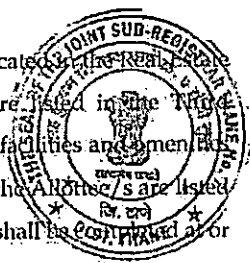
(xiv) The Allottee/s confirms that in the instance of the Promoter requiring a NOC from the Allottee/s with respect to any variations or modifications to the said Real Estate Project, due to requirements of any Government authorities or due to changes in law/regulations/FSI or any change as contemplated 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.

(xiv) In addition to the Final 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, and certain other portions of the Real Estate Project necessary or convenient 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.

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(xv) 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 Land that may be usable by the Allottee/s are listed in the Fourth Schedule hereunder written, which shall be completed or around occupation certificate of the last real estate project in the Larger Land. The internal fittings, fixtures and amenities in the said Premises that shall be provided by the Promoter are listed in the Fifth Schedule hereunder written.

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(xvi) The Promoter has agreed to sell to the Allottee/s and the Allottee/s has / have agreed to acquire from the Promoter the said Premises on the basis of the Final Carpet Area only and the Sale Consideration agreed to be paid by the Allottee/s to the Promoter is agreed on the basis of the Final Carpet Area of the said Premises. The Sale Consideration is only in respect of the said Premises.

(xvii) The Promoter hereby agrees 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.

(xviii) Time is of the essence for the Promoter 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 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.

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

(xx) 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 Promoter 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 undertakes to direct such financial institution to and shall ensure that such financial institution does not disburse/pay all such amounts due and payable to the Promoter through an account payee cheque/demand draft/pay order/wire transfer drawn in favour of/to the account of the Promoter 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 Promoter either through his/her/its/their banker's commitment or in such other manner as shall be determined by the Promoter with regard to the security for the payment of each installment of the Sale Consideration. The Promoter 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 made by the Allottee/s and/or the aforesaid financial institution in such new account.

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(xxi) 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.

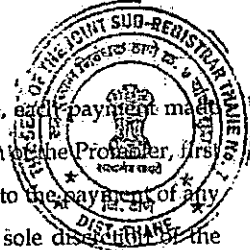
(xxii) The Allottee/s agree/s and confirm/s that in the event of delay / default in making payment of Goods and Services Tax ("GST"), TDS or any taxes or amounts under this Agreement as called upon by the Promoter, then without prejudice to any other rights or remedies available with the Promoter under this Agreement, the Promoter shall be entitled to adjust the said unpaid 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 Allottee/s shall forthwith pay the balance amount due and payable by the Allottee/s to the Promoter.

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(xxiii) Notwithstanding anything contained herein, each payment made by the Allottee/s shall be allocated at the discretion of the Promoter, firstly 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 Promoter 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 Promoter.



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 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 in this regard.

6. FSI, TDR and development potentiality with respect to the Proposed Future and Further Development of the Larger Land:

(i) The Allottee/s hereby agree/s, accept/s and confirm/s that the Promoter proposes to develop the Larger Land (by utilization of the full development potential) and undertake multiple real estate projects therein in the manner more particularly detailed in the 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 Promoter in this regard.

(ii) The Promoter shall be entitled to the entire unconsumed and residual FSI in respect of the Larger Land whether purchased from any authority by payment of premium or price or arising out of the change of law and policy, the purchase of TDR, availability and increase of FSI/TDR, floating FSI, clubbing FSI, Incentive FSI, premium FSI, ancillary FSI, additional 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 UDCPR, as amended from time to time, or based on expectation of

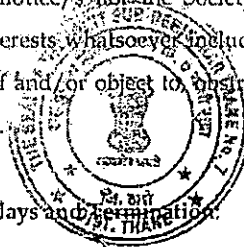
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increased FSI which may be available in future on modification of the said UDCPR which are applicable to the development of the Larger Development or otherwise by any other means whatsoever, which shall absolutely and exclusively belong to and be available to the Promoter 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 Project 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.

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<p>7. Completion Date, Delays and Termination.</p>	



- (i) The Promoter 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 Promoter 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, lockdowns 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.;

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(e) Any suit, application, writ or complaint filed by any third party against the Promoter;

(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 Promoter 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;

(g) If any matter or issue relating to such approvals, permissions, notices, notifications by the Competent Authority become subject matter of any suit/ writ before a competent court or;

(h) If any Competent Authority refuses, delays (including administrative, delays), withholds OC /CC or denies the grant 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 analogous to the foregoing or beyond the reasonable control of the Promoter;

(l) Any event of whatsoever nature due to which the Promoter is restricted involuntarily from undertaking the development of the Real Estate Project.

(ii) If the Promoter 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 reasons as stated in Clause 7(i)), then the Allottee/s shall be entitled to either of the following:

(a) Call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the

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Promoter ("Interest Notice"), to pay interest at the prevailing 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

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paid by the Allottee/s. The interest shall be paid by the Promoter to the Allottee/s till the date of offering to hand over of the possession of the said Premises by the Promoter to the Allottee/s; or

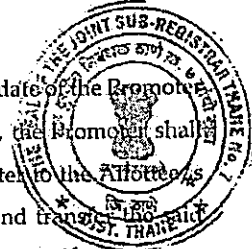
the Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("Allottee/s Termination Notice"). It is clarified that except for the failure of the Promoter to hand over the possession 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 Promoter, 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 Promoter, the Promoter 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 the Promoter 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 Promoter 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 Promoter by simultaneously executing and registering deed of cancellation in respect of this Agreement.

- (c) It is agreed that if the Allottee/s does/do not settle the bank loan or the Allottee/s does/do not procure conditional no objection certificate from existing bank/financial institution permitting resale of the said Premises to third party and register the deed of


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cancellation within 15 (fifteen) days from the date of the Promoter receiving the Allottee's Termination Notice, the Promoter shall cease to be liable to pay any interest thereafter to the Allottee/s and the Promoter shall be at liberty to sell and transfer



Premises and assign the said Car Parking Space, if any, to any third party of its choice on such terms and conditions as the Promoter may deem fit in its sole discretion and thereafter the Promoter shall upon resale of the said Premises i.e. upon the Promoter 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 Promoter in terms of this Agreement and exclusive of any indirect taxes, stamp duty and registration charges as set out in clause 7(viii) below, 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 Promoter (as stated in this Clause), the Allottee/s shall have no claim of any nature whatsoever, on the Promoter and/or the said Premises and/or the said Car Parking Space, if any, and the Promoter 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..

- (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 Promoter 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.

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- (v) Without prejudice to the right of the Promoter to charge interest at the Interest Rate as more particularly mentioned at Clause 7(iv) above, and any other rights and remedies available to the Promoter, (a) if Allottee/s fail/s to execute and deliver to the Promoter this Agreement within 30 (thirty)

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- (vi) Upon occurrence of an Event of Default, the Promoter shall be entitled to at his own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee/s; Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s ("Default Notice"), by Courier/E-mail/Registered Post A.D. at the address provided by the Allottee/s; of its intention to terminate this Agreement with detail/s of the specific breach or 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 Promoter 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 Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s ("Promoter's Termination Notice"), by Courier/E-mail/Registered Post A.D. at the address provided by the Allottee/s; On the receipt of the Promoter's Termination Notice by the Allottee/s; this Agreement shall stand terminated and cancelled.

- (viii) On the issuance of the Promoter's 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 Promoter's Termination Notice. Thereupon, the Promoter 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 Promoter may deem fit

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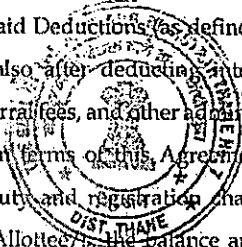
without any reference to the Allottee/s, and (ii) the Promoter shall be entitled to deduct from the Sale Consideration paid by the Allottee/s the following ("the said Deductions") which the Allottee/s hereby agree/s, confirm/s and acknowledge/s, constitute a reasonable estimate and agreed pre-estimate of damages that will be caused to the Promoter, and that the same shall be in the nature of 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 Promoter (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 Promoter's 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 Promoter's 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 Promoter (in their discretion), if any, to the lending Bank/Financial Institution (g) any interest reimbursed by Promoter (in their discretion), if any, to the Allottee/s (where subvention scheme is not availed) (h) in case the Allottee/s has/have opted for any special scheme of the Promoter, the total amount of EMI's borne and paid by the Promoter on behalf of the Allottee/s (i) in case the Allottee/s has availed any loan then all amounts disbursed by the lending Bank/Financial Institution to the Promoter, which amounts may be refunded by the Promoter (in their discretion), if any, to such lending Bank/Financial Institution directly and the Allottee/s authorizes the Promoter 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 Promoter for recording the termination of this Agreement in the form and manner as may be required by the Promoter.

- (ix) Upon receiving the Promoter's Termination Notice, or if the Allottee/s wish/es 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 nature whatsoever against the Promoter and/or the said Premises and the Promoter 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 Promoter shall upon resale of the said Premises i.e. upon the Promoter 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 above) including the Forfeiture Amount and also after deducting interest on any overdue payments, brokerage/referrantees, and other administrative charges as determined by the Promoter in terms of this Agreement and exclusive of any indirect 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 subject to clearance of any bank loan/financial obligation/lein/mortgage and registration of the Deed of cancellation.

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- (x) In case if the Promoter 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 to the Allottee/s without any interest thereon.
- (xi) The Promoter 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 Promoter. The understanding arrived at in this Clause forms the material and fundamental basis on which the Promoter has agreed to sell the said Premises to the Allottee/s.

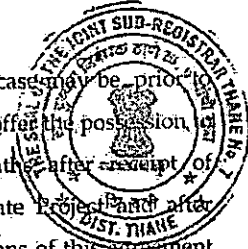
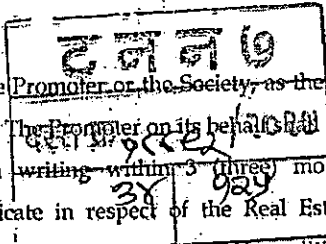
8. Procedure for taking possession:

- (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 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

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determined by the Promoter or the Society, as the case may be, prior to taking possession. The Promoter on its behalf shall offer the possession of the Allottee/s in writing within ³ (three) months after receipt of Occupation certificate in respect of the Real Estate Project and after compliance of all the remaining terms and conditions of this agreement and the intimation of possession.



- (ii) The Allottee/s shall take possession of the said Premises within 15 (fifteen) days from the date mentioned in the Possession Notice.
- (iii) Post receipt of the Possession Notice, the Allottee/s may undertake any 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 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 equipment's installed therein and subject to the debris being completely removed from the Real Estate Project and / or the Larger Development and shall be without prejudice to other rights and remedies which the Promoter is entitled to.
- (iv) Upon receiving the Possession Notice from the Promoter as per Clause 8(i) above, the Allottee/s shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter 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

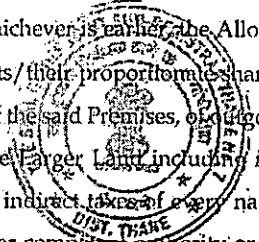
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Premises is taken by the Allottee/s or within 15 (fifteen) days of the Possession Notice, whichever is earlier.

(v) Within 15 (fifteen) days of the date mentioned in the Possession Notice or from the date the actual possession of the said Premises is taken by the

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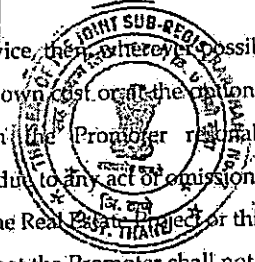
Allottee/s, whichever is earlier, the Allottee/s shall be liable to bear and pay his/her/its/their proportionate share, i.e., in proportion to the Final Carpet Area of the said Premises, of outgoings in respect of the Real Estate Project and the Larger Land including, *inter alia*, local taxes, betterment 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 Promoter such proportionate share of advance outgoings as may be determined by the Promoter at its sole discretion.

(vi) The Allottee/s hereby agree/s that in case the Allottee/s fail/s to respond and/or neglects to take possession of the said Premises within the time stipulated by the Promoter i.e. within 15 days from the Possession Notice/Possession intimation, then the Allottee/s shall in addition to the said Sale Consideration and other charges, pay to the Promoter holding charges at the rate of Rs. 5/- (Rupees Five Only) per month per square feet of the Total Area of the said Premises including taxes ("Holding Charges") and applicable maintenance charges towards upkeep and maintenance of the common areas and facilities (if any) for the period of such delay. During the period of such delay the said Premises shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee/s in relation to its deterioration in physical condition.

9. If within a period of 5 (five) years from (i) the date of taking physical possession of the said Premises in accordance with Clause 8 above, or; (ii) within a duration of 3 months of receiving the Occupancy Certificate of the Real Estate Project; whichever is earlier, the Allottee/s brings to the notice of the Promoter any structural defect in the said Premises or the Real Estate Project or any defects on

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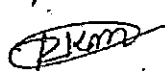
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account of workmanship, quality or provision of service, the possible such defects shall be repaired by the Promoter at its own cost. In the opinion of the Promoter, the Allottee/s may receive from the Promoter reasonable compensation provided that 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 Promoter 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/re-decoration/any other work undertaken by the Allottee/s and/or any other allottee/person in the Real Estate Project and/or the said 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 written consent of the Promoter, the defect liability automatically shall become void. The word "defect" here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of the said Premises by the Allottee/s or occupants thereof, vagaries of nature etc. It is further agreed between the Parties:

- (i) 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 Promoter shall not be liable for the defects therein. The Allottee/s or the Society of the premises shall ensure that annual maintenance contracts are done/renewed from time to time.

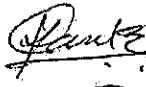

(iv) That, the Real Estate Project and the Larger Development as a whole has been conceived, designed and is being constructed based on the commitments and warranties given by the vendors/manufacturers, that all equipment, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the 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 Promoter;

(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 and/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 and common areas with respect to its maintenance, upkeep and costs incurred thereon.

12. Facility Manager

(i) The Promoter has 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

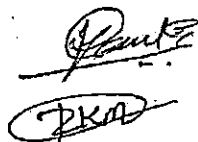


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decision shall be final and binding until the Apex Body Transfer in respect of the Larger Land is executed in favour of the Apex Body. Thereafter, subject to the provisions of Clause 12(iii) hereof, the Society and/or the Apex Body, as the case may 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 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 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 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 Towers. The Promoter shall also be entitled to designate any space on the Larger Land or the said Land and/or in the terrace/basement/common podium of the New Buildings and/or the said Towers to such utility provider, either on leave and licence or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the New Buildings and/or the said Towers.
- (iii) Notwithstanding any other provision of this Agreement,

- (a) the Promoter has, till the handing over of the affairs of the New Building/s to the Society and / or the Apex Body thereof, right to supervise and manage the operation and maintenance of the New Buildings and/or the said Towers, common amenities and facilities on the Larger Land and/or the said Land after/during the development of the Larger Land and shall in this regard be entitled to nominate any one or more persons or agency for undertaking necessary activities in this regard ("Facility Manager"). The Promoter 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

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by the Facility Manager and/or the Promoter, as part of the development and common infrastructure charges referred to herein in accordance with the terms 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 such Facility Manager by the Promoter or towards the maintenance charges determined by such agency and / or the Promoter. It is agreed and understood by the Allottee/s that the cost of maintenance of the said Towers shall be borne and paid by the Allottee/s of the units / premises in the said Towers alone.

- (b) The Promoter shall for the works undertaken in relation to paragraph 12(iii)(a) above, charge a fee amounting to 8% on the cost and expenses incurred towards management, operation and maintenance of the New Buildings and/or the said Towers, common amenities and facilities on the Larger Land and/or the said Land as management fee ("Management Fees") until such time the Society has been formed and the Promoter has handed over the management of the operation and maintenance of the Real Estate Project to the Society.
- (c) The Allottee/s hereby agrees to pay the Management Fees to the Promoter in the manner as set out in Clause 17 hereinunder and the same shall be due and payable by the Allottee/s from the date of 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. The amounts set out in point (3) of the Seventh Schedule include the Management Fees. The Promoter shall be entitled to appropriate itself the Management Fees and the applicable taxes thereon including GST thereon directly therefrom without any further notice or intimation to the Allottee/s every month. The Allottee/s shall solely be liable to proportionate GST on the Management Fees.




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- (iv) The Allottee/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by this Promoter 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 Towers and/or the Larger Land and/or the New Buildings constructed thereon.

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 registered by allottees, the Promoter shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee/s along with the other 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 premises/units in the Real Estate Project, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with 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 within 7 (seven) days of the same being made available to the Allottee/s; so as to enable the Promoter 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.

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

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दस्त क्र १०८८२/२०२४	(vii) Post execution of the Society conveyance, the Society shall be responsible for
६९	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.

- (viii) The Promoter shall be entitled to use and consume the entire development potential on the said Land/said Larger 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 Promoter shall continue to be entitled to all unsold premises and to undertake the marketing etc. in respect of such unsold premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of any 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 registered their respective premises/units, the Promoter 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 Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("Other Societies"). The Promoter shall similarly undertake the necessary steps for formation of the Other Societies in which

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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 Promoter 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 Promoter shall not be liable towards the same in any manner whatsoever.

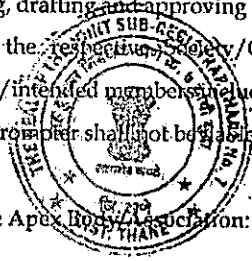
14. Transfer to the Society and Other Societies:

- (i) Within 3 (three) months from the date of issuance of the Full Occupation Certificate or as prescribed by the Local Laws/Regulations/Competent Authority, the Real Estate Project with the common areas, facilities and amenities described in the Third Schedule hereunder written shall be transferred to the Society vide a registered indenture ("Society Transfer"). 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 Promoter shall not be responsible for the same, subject to the terms of this Agreement.
- (ii) The Promoter 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

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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 Promoter 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 Promoter shall not be liable towards the same.

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15. Formation of the Apex Body/Association:
- Within a period of 3 (three) months of obtainment of the full Occupation Certificate of the last real estate project in the layout of the Larger Land and the Larger Development, the Promoter shall submit application/s to the competent authorities to form a federation of societies/association 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").
 - 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 Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable towards the same.

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

- Within a period of 3 (three) months of registration of the Apex Body, the Promoter and the Apex Body shall execute and register an Indenture whereby the Promoter shall transfer / cause to transfer all their right, title and interest in the said Land alongwith the right, title and interest of the other owners / developers in the said Land and in all areas, spaces, common areas, facilities and amenities in the said Land that are not already transferred to the Society / Other Societies, in favour of the Apex Body/Association of societies ("Apex Body Transfer").
- The Apex Body/Association shall be required to join in execution and

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registration 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/ Association, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter 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/ Association and its members/intended members, and the Promoter shall not be liable towards the same.

17. The Allottee/s shall, before delivery of possession of the said Premises in accordance with this Clause, deposit such amounts as mentioned in the Seventh Schedule hereunder with the Promoter. The amounts mentioned in the Seventh Schedule shall not be accountable by the Promoter 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 Promoter on or before handing over possession of the said Premises. Changes, if any, in the amounts shall be intimated by the Promoter 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 Promoter, as detailed in the Second Schedule hereunder written or as may be prescribed by the Promoter at the time of payment. For the purposes of this clause, the expression "Promoter" 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 Promoter. If, under some unforeseen circumstances, the Promoter is unable to make the requisite applications for MGL connection within 2 (two) year from the date of the Allottee/s making payment to the Promoter towards the same, the Promoter shall credit to the Allottee's maintenance account the amount collected without any interest. It is further clarified that the heads of amounts mentioned are only

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indicative and not exhaustive and the Allottee/s agrees to pay to the Promoter, such other charges/amounts or such increase in the above mentioned other charges/ amounts as the Promoter 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 of handing over possession of the said Premises.

19. दस्तावेजों के अभाव में, The Allottee/s shall also pay to the Promoter an amount towards meeting all legal costs, charges and expenses including professional costs of the Attorney-at-Law / Advocates of the Promoter in connection with this Agreement, the transaction contemplated hereby, the formation of the Society / Apex Body, for preparing the rules, regulations and bye-laws of the Society / Apex Body, and, the cost of preparing and engrossing the Society Transfer, the Apex Body Transfer and other deeds, documents and writings, as more particularly detailed out in the Seventh Schedule mentioned herein.

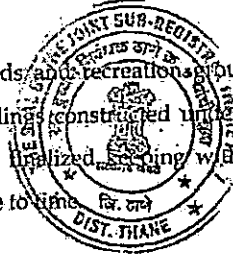
20. The Promoter has informed the Allottee/s that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Larger Land. The Promoter has 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 Promoter and the Allottee/s agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the purchasers of flats/units/premises in the Real Estate Project shall object to the Promoter laying through or under or over the Larger Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, other connections, etc., belonging to or meant for any of the other real estate projects / wings / buildings which are to be developed and constructed on any portion of the Larger Land.

21. The development of the said Larger Land/said Land envisages construction of underground tanks, firefighting tanks, rain harvesting tanks, sewage treatment

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plants and installation of transformers, access roads and recreational grounds, which will be shared in common for all the buildings constructed under the proposed development and accordingly would be finalized, Esquire with the plans that would be sanctioned by MBMC from time to time.





22. The Promoter has informed the Allottee/s and the Allottee/s is/are aware that in addition to units to be constructed in the said ESQUIRE, the Promoter will be entitled, if required by law or in terms of this Agreement, to construct structures ancillary to the said ESQUIRE such as pump rooms, meter rooms, underground tanks, sewerage treatment plant, watchman room, temporary transit camp for tenants, labour camps, substation for power supply company etc. on any portion of the said Land or such other structures or provisions on the said Land or Larger Land which shall be part of the entire development. In addition to the said ancillary structures, the service lines common to the said ESQUIRE and other buildings/structures being constructed on the said Project Land shall pass through portion of the said Land upon which the said ESQUIRE is being constructed and other amenities and facilities which are common for the use of the said ESQUIRE and other buildings being constructed on the said Land/said Larger Land may be provided on the portion of the said Land over which the said ESQUIRE is being constructed and for which the Promoter will not be required to take any further consent of the Allottee/s under this Agreement.

23. Representations and Warranties of the Promoter:

(i) The Promoter hereby represents and warrants to the Allottee/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the said Title Certificate and subject to the RERA Certificate:

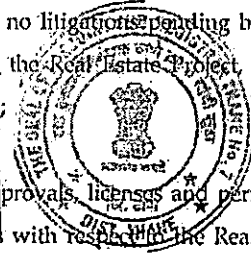
- (a) The Promoter is the owner of the said Land as more particularly set out in the said Title Certificate Annexed hereto at Annexure "5".
- (b) The Promoter has a clear and marketable title and has the requisite rights to carry out the development on the said Land and also has actual, physical and legal possession of the said Land for the implementation of the Real Estate Project;
- (c) The Promoter 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;

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

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substanting 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 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;

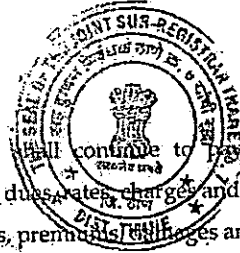
- (g) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein may prejudicially be affected;
- (h) The Promoter has not entered into any agreement for sale and/or development agreement and/or any other agreement/arrangement with any person or party with respect to the said Land and the said Premises which will, in any manner, adversely affect the rights of the Allottee/s under this Agreement;
- (i) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;
- (j) At the time of execution of the Society Transfer, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas, facilities and amenities of the Real Estate Project as detailed in the Third Schedule hereunder written to the Society;

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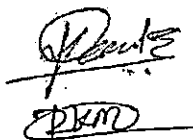
(k) The Promoter has duly paid and discharge undisputed governmental dues, water charges and taxes and other monies, levies, impositions, premiums/charges and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent authorities till the Society Transfer, and thereupon the same shall be proportionately borne by the Society; and

(l) 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) has been received or served upon the Promoter in respect of the said Land and/or the Real Estate Project/Larger Development, except those disclosed to the Allottee/s.

24. The Allottee/s, with the intention to bring all the persons into whosever'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 Promoter as follows:

(i) To maintain the said Premises at the Allottee/s' own cost in good and tenable 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 to 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 Promoter.

(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 Towers 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.

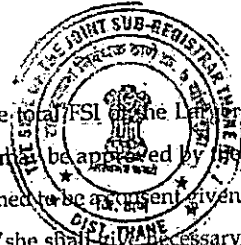
- (iii). To carry but at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the Real Estate Project in which the 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.

- (iv) 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 tenable 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, pards or other structural members in the said Premises without the prior written permission of the Promoter 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


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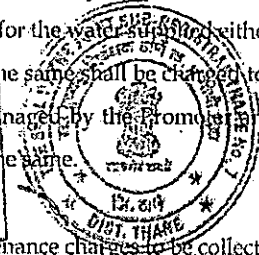
- (vii) Not to raise any objection to the utilization of the total FSI of the Land Development by the Promoter in such manner as may be approved by the competent authorities and that this consent is deemed to be a consent given by the Allottee/s. The Allottee/s confirm that he/she shall give necessary co-operation as may be required in this regard and shall not raise any grievance on the normal grounds of noise, dust or any inconvenience which may be temporarily causes.
- (viii) Pay to the Promoter, within 15 (fifteen) days of demand by the Promoter, 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.
- (ix) Bear and pay in a timely manner all amounts, dues, taxes, Cesses, levies 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 Alloitees for any purposes other than for purpose for which it is sold.
- (xi) The Promoter shall not be required to obtain consent in the following events:
- Any minor additions or alterations.
 - Any addition or alterations to any common areas, amenities, etc.
 - Any addition or alteration in compliance of any direction or order issued by the competent authority or statutory authority under any law of the State or Central Government.
- (xii) That the Allottee/s are fully aware that the supply of water is a subject matter of availability and within the purview of Mira Bhayander Municipal Corporation ("MBMC"). The Allottee/s further agree/s and






confirm/s that he/she/they is/are aware of the fact that there is likelihood of scanty water supply from the local authority, or in some cases non release of new water connections by the local development authority to the New Buildings. Water from Central Ground Water Authority ("CGWA") as and when available is only a source of top-up water supply and is wholly dependent on availability of ground water. The Promoter shall accordingly order water tankers for the purpose of use by Allottee/s of the said Real Estate Project to cover any shortfall of water supply from MBMC. Therefore, then in any of the aforesaid events the Allottee/s shall have to pay charges for the water supply either by tanker/s or any other means. The cost of the same shall be charged to the Maintenance account of the Allottee/s managed by the Promoter and the Allottee/s confirms their acceptance of the same.

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(xiii) The Advance Maintenance charges to be collected from the Allottee/s are calculated purely on an estimated basis at the beginning of the Real Estate Project development. Upon intimation of possession, it is possible that the estimated amount might vary due to diverse reasons as may occur at the time of possession and the Allottee/s agree/s to pay the revised maintenance charges as invoiced by the Promoter/s.

Further, once the maintenance charges/revised maintenance charges are collected, as it is only an estimated expense the same may deplete faster than anticipated for various reasons including cost to be incurred towards supply of water through tanker or water through other sources, change in taxes, increase in rates due to inflation, regulations, etc. In such an event, prior to the earlier depletion of the Allottee/s estimated advance maintenance collected by the Promoter, the Promoter shall raise a quarterly invoice for replenishment of the monthly Maintenance charges to be paid by the Allottee/s to the Promoter. The Allottee/s confirm/s to pay such further Maintenance as and when the invoice for the same is raised by the Promoter.

- (xiv) Bear and pay the proportionate charges, fees, costs and expenses for the Real Estate Project Amenities/Larger Development Amenities.
- (xv) Not to change the user of the said Premises without the prior written permission of the Promoter and the Society.

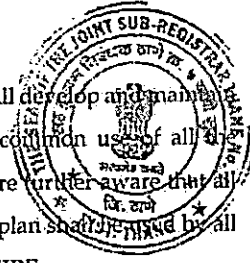
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(xvi) The Allottee/s is/are aware that the Promoter shall develop and maintain the open space (Recreational Grounds) for the common use of all the Allottee/s of the said ESQUIRE. The Allottee/s are further aware that all the pathways/ walkways as shown in the layout plan shall be handed by all the Allottee/s of the Towers under the said ESQUIRE.



(xvii) The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on 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, of Sale Consideration and all other amounts payable by the Allottee/s to the Promoter under this Agreement are fully and finally paid together with the applicable interest thereon, if any, at the Interest Rate.

(xviii) The Allottee/s further confirm/s and agree/s that the Promoter shall be entitled to carry out the remaining construction of the upper floors or other Tower of the said ESQUIRE, if the same is not completed till then, then in such event the Allottee/s shall not object to or obstruct the construction work. The Promoter agrees and confirms that the Promoter shall take appropriate safety precaution to minimize the nuisance and inconvenience which may be caused to the Allottee/s due to the ongoing work, if any. The Allottee/s further agree/s that it shall not seek any costs or damages from the Promoter in respect of the further construction of the upper floors.

(xix) After possession of the said Premises is handed over to the Allottee/s, the Allottee/s shall insure the said Premises from any loss, theft, damage caused due to human intervention or due to any Act of God or other Force Majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Promoter shall not be responsible for any loss/damage suffered thereafter.

(xx) Without prejudice to Clause 22(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 shall be entitled to a right of first refusal to

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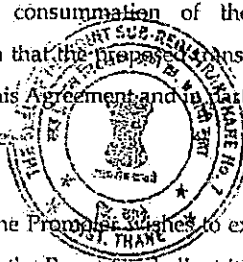
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the said Premises as well as the Allottee/s' right(s), title and interest under this Agreement ("ROFR"); which shall be exercised in the following manner:

(a) The Allottee/s shall address a letter ("Offer Letter") to the Promoter 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)

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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 in this clause.



(b) In the event the Promoter 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 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'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 or such persons/entities nominated by the Promoter at the Offer Price. In case of the Promoter'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 in the Offer Letter and upon compliance of following conditions of the Promoter.

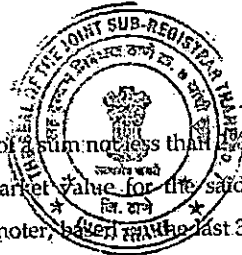
- i. the Promoter consenting to the said transfer by issuing a no objection certificate to the Allottee/s;
- ii. the Allottee/s making a full and final payment of the Sale Consideration and all other amounts, including taxes and other charges, payable by the Allottee/s to the Promoter

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under this Agreement;

- iii. the Allottee/s making a payment of sum not less than (two per cent) of the average market value for the said premises, determined by the Promoter, based on the last 3 registered sales by the Promoter ("Transfer Fees");



- (c) 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 in respect of the said Premises shall stand automatically reinstated and the provisions of the Clause No. 22(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.
- (d) 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 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 Allottee/s proposing to give the said Premises on lease and/or leave and license basis only, then the provisions contained in Clauses 22(xiv)(a) to 22(xiv)(d) above shall not apply, except that, the Allottee/s shall be required to obtain the prior written permission of the Promoter before effecting any such lease and/or leave and licence arrangement.
- (f) It is further clarified that the provisions as contained in Clauses 22(xiv)(a) to 22(xiv)(d) above shall be applicable till the Society Conveyance.

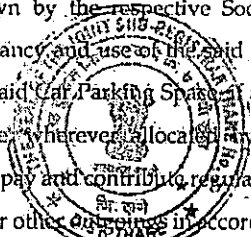
- (xxi) The Allottee/s shall observe and perform all the rules and regulations which the Society and the Apex Body may adopt at their inception and the additions, alterations or amendments thereof that may be made, from time

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.

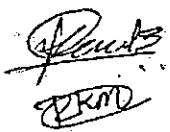

The Allottee/s shall also observe and perform all the stipulations and

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Agreement.

- (xxii) The Allottee/s shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof.
- (xxiii) Till the execution of the Apex Body Transfer in favour of the Apex Body, the Allottee/s shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Larger Land, the buildings / towers / units thereon, or any part thereof, to view and examine the state and condition thereof.
- (xxiv) The said Real Estate Project is currently known as 'ESQUIRE' and the Promoter shall be entitled to formally re-name the same 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.
- (xxv) The Promoter shall be entitled to formally name/re-name the other buildings/Real Estate Projects 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.
- (xxvi) 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 may, if required due to any structural reasons, convert any brick/block wall/dry wall in the said Premises into a load bearing RCC wall or vice versa and the Allottee/s



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hereby further agree/s and irrevocably consent/s not to dispute or object to the same. The Allottee/s, along with any and all allottees of the units/premises of the Real Estate Project, are strictly prohibited to make any structural changes internally in the concrete structural 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 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.

(xxvii) 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 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.

(xxviii) 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 and the Allottee/s undertake/s not to fix any grill having a design other than the standard design approved by the Promoter. 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.

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(xxix) 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 or dismantle the same so as to be in compliance with his/her/its/their obligations as mentioned herein.~~

(xxx) To keep the sewers, drains and pipes in the said Premises and appurtenances thereto in good tenable repair and condition and in particular support, shelter and protect the other parts of the Real Estate 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 and/or of the Society and the Apex Body.

(xxxi) The Allottee/s has/have been explained by the Promoter and the Allottee/s understand/s that all the doors and windows provided in the said Premises, in accordance with the Fifth Schedule hereunder, form part of the elevation of the Real Estate Project and the Allottee/s explicitly and irrevocably agree/s and confirm/s that any changes / amendments with respect to their number, location, material and appearance shall not be undertaken by them as that may affect / change or spoil the the elevation.

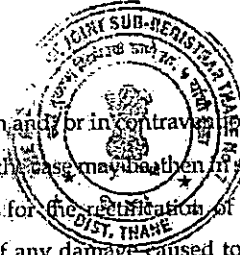
(xxxii) Not to make any alteration in the elevation and outside colour scheme of the paint and glass of the Real Estate Project and not to cover / enclose the planters and service slabs or any of the projections from the said Premises, within the said Premises, nor chisel or in any other manner cause 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.

(xxxiii) Not to do or permit to be done any renovation / repair within the said Premises without the prior written permission of the Promoter. In the event of the Allottee/s carrying out any renovation / repair within the said

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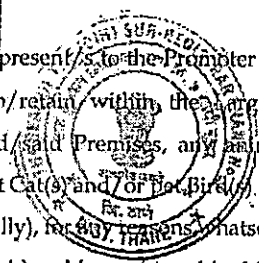


Premises, without the prior written permission and/or in contravention of the terms of such prior written permission, as the case may be, then in such event the Promoter shall not be responsible for the rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the Real Estate Project or any part thereof on account of such renovation / repair.

- (xxxiv) Not to enclose the passages, if any, forming part of the said Premises without the previous written permission of the Promoter and/or the said Society and/or the Apex Body, as the case may be, and of the MBMC and other concerned authorities.
- (xxxv) 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 Towers in any manner whatsoever, Not to change the façade or outer look of the Premises/ Real Estate Project.
- (xxxvi) 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.
- (xxxvii) To abide by, observe and perform all the rules and regulations which the Society and/or the Apex Body and/or the Association may adopt at its 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, 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 and/or the Association 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.
- (xxxviii) Not to violate and to abide by all the rules and regulations framed by the Promoter / 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").

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The Allottee/s represent/s to the Promoter that the Allottee/s shall at no point bring/keep/retain within the Larger Development/Real Estate Project/said Land/said Premises, any animal(s)/bird(s) other than pet Dog(s) and/or pet Cat(s) and/or Pet Bird(s) (restricted to those breeds that are allowed lawfully), for any reasons whatsoever. The Allottee/s desirous of keeping pet dog(s) and/or cat(s) and/or bird(s) shall additionally ensure that the pet(s) are always kept restrained and shall not pose any threat/inconvenience to any of the other Allottees within the Larger Development/Real Estate Project/said Land/said Premises.

- (xi) 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 Promoter or its representatives. In the event the Allottee/s does or omit/s to do any such act, deed or thing then the Promoter 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.
- (xii) 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 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.
- (xiii) 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 electricity poles, tables, wiring, telephone cables, sewage lines, water in compound gate or any other facility provided in the Real Estate Project and/or the Larger Development.



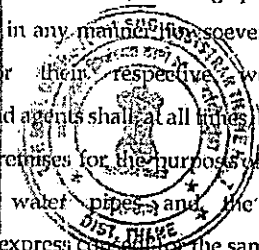
- (xliii) Shall not display at any place in the Real Estate Project and/or the Larger Development any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the Real Estate 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.
- (xliv) 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 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 Promoter in accordance with such manner, position and standard design laid down by the Promoter.
- (xlv) 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 Promoter.
- (xlii) 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.
- (xlvii) The Allottee/s shall permit the Promoter 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

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may pass through certain areas within the said Premises. The Allottee/s agree/s that he/she/it/they shall not undertake any civil works / fit out works in such areas within the said Premises and/or permanently cover / conceal such areas within the said Premises, nor shall they, in any manner, restrict the access to the water / drainage pipes and/or damage the water

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drainage pipes, in any manner whatsoever. The Promoter / 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 purposes of the maintenance, repair and upkeep of the water pipes and the Allottee/s hereby give/s his/her/its/their express consent to the same.

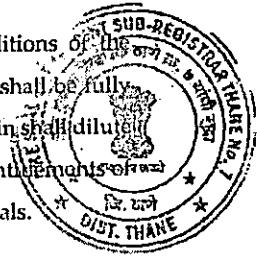
(xlvi). The Allottee/s is/are aware and acknowledge/s that the Promoter is entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the units / premises, garages or other premises as herein stated comprised in the Real Estate Project and the Allottee/s undertake/s that he/she/it/they shall not be entitled to raise any objection with respect to the same.

(xlix) The Allottee/s is/are aware that the Promoter 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 shall endeavour to minimise the cause of the nuisance or disturbance. This is one of the principals, material and fundamental terms of this Agreement.

(i) The Promoter shall have the exclusive right to control the advertising and signage, hoarding and all other forms of signage whatsoever within the Real Estate Project.

(ii) The Promoter shall be entitled to construct site offices / sales lounges in the Real Estate Project or any part thereof and shall have the right to 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.

(lii) 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 contained herein shall dilute / change / modify the extent of the rights, obligations and entitlements of the Promoter inter-se as more particularly set out in the Recitals.



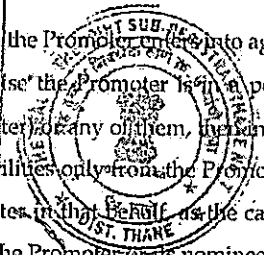
25. The Allottee/s has/have been explained by the Promoter, and the Allottee/s understand/s, agree/s and accept/s that the Allottee/s shall not be permitted to visit the Real Estate Project prior to obtainment of the Occupation Certificate in respect thereof.
26. The Promoter has duly disclosed to the Allottee/s and the Allottee/s doth hereby explicitly and irrevocably agree/s, accept/s and confirm/s that car parking, if any, permitted/authorized 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. In case the Allottee/s does not opt for Car Parking along with the said Premises under this agreement, then the Developer is under no obligation thereafter to provide a car parking to the Allottee/s in the future.
27. In order to regulate vehicular movement and discipline within the Larger Land, the Promoter has 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 permitted/authorised 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 any place within the Real Estate Project and/or the Larger Development and/or the Larger Land shall not be permitted.
28. The Promoter 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 anywhere within the Real Estate Project, permitting usage of the car parking for the Allottee/s and the allottee/s hereby agree/s, accept/s and confirm/s the same.
29. 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,

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taxes and outgoings, the Promoter shall have right to call upon the Allottee/s to cure such breach or default within such period as may be deemed fit by the Promoter, failing which the Promoter shall have right to take such action as may be advised in accordance with law including termination of this Agreement.

30.

It is agreed that as and when the Promoter enters into agreements/ arrangements with any person, or otherwise the Promoter is 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 Promoter or any person as may be nominated by the Promoter in that behalf as the case may be, and pay such amount as may be fixed by the Promoter or its nominee, to the Promoter 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 Promoter is obligated / liable to provide all or any of the Utilities, whether or not the Promoter has entered into agreements / arrangements with any person, or otherwise the Promoter is in a position to provide all the Utilities or any of them.



31.

The Promoter 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 Promoter and/or such professional agency.

32.

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 shall only recognize the said Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Promoter 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 acts, deeds, dealings, breaches, omissions, commissions, etc., of and/or by the said Nominee. The Promoter shall, at its discretion, be

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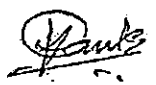

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entitled to insist on a Probate/Succession Certificate/Letter of Administration
 and/or such other documents as the Promoter may deem fit from such nominee.
 The nominee would be required to give an indemnity bond in favour of the
 Promoter, as may be necessary and required by the Promoter.

93. 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 Promoter. The Promoter will grant its no objection, whereby the Promoter 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 Promoter 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'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's first lien and charge on the said Premises in respect of the unpaid amounts payable by the Allottee/s to the Promoter under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoter will issue the said No Objection Letter addressed to the Bank and the Allottee/s undertaking to make the payment of the balance out of Sale Consideration of the said Premises directly to the Promoter as per the schedule of the payment of the Sale Consideration as set out hereinabove and such No Objection Letter

- (i) he/she/it/they is/are not prohibited from acquiring the said Premises, if any, under any applicable law or otherwise;
- (ii) 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,

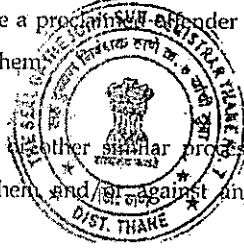





statute, etc.;

- (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

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declared to be a proclaimed offender and/or a warrant is issued against him/her/it/them.

- (vi) no execution of 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;

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

- (viii) 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;

- (ix) 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

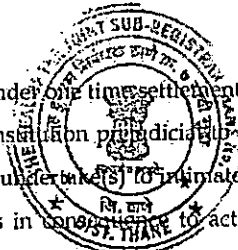
- (x) The Allottee/s is/are in a good financial position to pay the Sale Consideration and the Installments in the manner as stated in this Agreement, without any delay or default and shall, as and when called upon by the Promoter, provide such security as may be required by the Promoter towards the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

Notwithstanding the aforesaid the Allottee/s further agree(s) and undertake(s) that in the case of any default on his/her/its/their part in making payment of Pre-EMI / EMI to the Bank/Financial Institution for the housing loan availed in respect of the said Premises and subsequent action by the Bank/Financial Institution under any provisions of law including SARFAESI, then the Allottee/s shall intimate to the Bank/Financial Institution in respect of unpaid consideration a/w interest and other charges as stated herein. The Allottee(s) further agree(s) and

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undertake(s) not to enter into any settlement under the time settlement or any other scheme with the Bank / Financial Institution prejudicial to the interest of the Promoter and also agree(s) and undertake(s) to intimate to the prospective purchaser about unpaid dues in connection to action instituted under SARFAESI / otherwise. The Allottee(s) hereby agree(s) and undertake(s) to indemnify and keep indemnified the Promoter in respect of unpaid dues as contemplated herein.

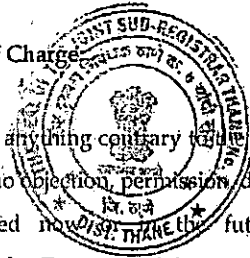
34. It is abundantly made clear to the Allottee/s who is/are or may become a non-resident/foreign national of Indian Origin during the subsistence of this Agreement that, in respect of all remittances, acquisitions/transfer of the said Premises, it shall be his/her/its/their sole responsibility to comply 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, 1999 or any other statutory modifications or re-enactments thereto. The Promoter accepts no responsibility in this regard and the Allottee/s agree/s to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.
35. The Promoter shall maintain a separate account in respect of the sums 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 and legal charges and shall utilize the amounts only for the purposes for which they have been received.
36. 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,

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staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the execution of the Society Transfer and the Apex Body Transfer, as the case may be.

37.	37. हस्तांतरण Mortgage or Creation of Charge
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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 Promoter) and notwithstanding the Promoter giving any no objection/permission 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 Promoter 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 due and payable by the Allottee/s to the Promoter under this Agreement or otherwise.

- (ii) The Allottee/s agree/s, acknowledge/s and undertake/s that the Promoter is entitled to and has 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 Promoter, 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 & SALASAR BUILDCON LLP".
- (iii) After the Promoter executes 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 over the said Premises in favour of

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Catalyst Trusteeship Ltd. as detailed out in recd. above	
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38. Binding Effect:

- (i) Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s 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 Promoter.

39. Entire Agreement:

- (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:
- (a) Any and all understandings, any other agreements, Application 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.
- (b) All Brochures/Leaflets/Pamphlets/ads/ walk through presentations/ master plan/layout plan or any other document including photographs, images, designs, plans, specifications, layout, height, dimensions, facilities, 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.

40. Right to Amend:

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- (i) This Agreement may only be amended through the written consent of the Parties.

41. Provisions of this Agreement Applicable to the Allottee/s Subsequent allottee/s:
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(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 purposes.

42. Severability:

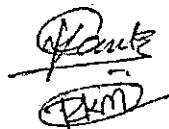
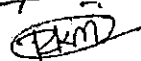
- (i) If any provision of this Agreement shall be determined to be void or unenforceable under RERA or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Agreement shall be deemed to be amended or deleted in so far as they are reasonably inconsistent with 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 Agreement.

43. Method of Calculation of Proportionate Share:

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

44. Further Assurances:

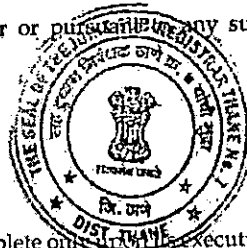
- (i) All the Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement

or of any transaction contemplated herein or to confirm to or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

45. Place of Execution:

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

46. Notices:

- (i) All notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter 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 and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by registered post, failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee/s, as the case may be.

47. Joint Allottee/s:

- (i) In case there are Joint Allottees, all communications shall be sent by the Promoter 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.

48. Stamp Duty and Registration:

- (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

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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 Promoter shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

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Dispute Resolution:	
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49.

- (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.

- (ii) The Allottee/s hereby confirm/s that he/she/they/it has/have perused the terms and conditions of this Agreement and is/are signing this Agreement out of free will, under legal advise and that the terms and conditions mentioned herein are not arbitrary or one sided.

50. **Governing Law:**

- (i) 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.



51. **Permanent Account Number:**

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

52. **Interpretation:**

- (i) In this Agreement, where the context admits:

- (a) any reference to any statute or statutory provisions 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 or after the date of this Agreement) to the extent that 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) For the purpose of this Agreement as per the provisions of RERA, the definition of "carpet area" means the net usable floor area of the premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the said Premises;
- (c) any reference to the singular shall include the plural and vice-versa;
- (d) any references to the masculine, the feminine and the neuter shall include each other;
- (e) any references to a "company" shall include a body corporate;
- (f) the word "Business Day" would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Thane, or any place where any act under this Agreement is to be performed;
- (g) 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;

- (h) 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

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to time;

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;

- (j) each of the representations and warranties provided in this Agreement is independent of the other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- (k) 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 deemed to be exclusive of the day on which the event happens 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;
- (l) 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;
- (m) 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);




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ii. दत्तल पर्सन's successors in title and permitted assigns or transfers in accordance with the terms of this Agreement;	
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iii. 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;

(n) 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 or parcels of land or ground together with structures standing thereon collectively admeasuring approximately 5620 sq. meters bearing Old Survey No. 221, New Survey No. 195, Hissa No. 1, admeasuring 4890 sq. meters and Old Survey No. 221, New Survey No. 195, Hissa No. 11, admeasuring 730 sq. meters, situate, lying and being at Village Navghar, Bhayandar (East), Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of the Mira Bhayandar Municipal Corporation.

Part B

(Description of the said Project Land)

All those pieces and parcels of land collectively admeasuring approximately 4752.33 square meters bearing Old Survey No. 221, New Survey No. 195, Hissa No. 1 and Old Survey No. 221, New Survey No. 195, Hissa, No. 11 situate, lying and being at Village Navghar, Bhayandar (East), Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of the Mira Bhayandar Municipal

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Corporation.

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:

(Meaning of the Terms and Expressions)

Serial No.	Terms and Expressions	Meaning
1.	The said Premises	Flat No. 1704 admeasuring approximately _____ square metres equivalent to approximately 430.00 square feet carpet area (Final Carpet Area") as per RERA on the 17 th floor (i.e. Habitable floor) floor of the Tower A of the Real Estate Project i.e. ESQUIRE.
2.	Car Parking Space	(1) no. of Car Parking Space
3.	The Additional Areas.	approximately _____ square metres equivalent to approximately _____ square feet
4.	The Sale Consideration	Rs. 61,99,924/- (Rupees Sixty One Lakhs Ninety Nine Thousand Nine Hundred, and Twenty Four Only).
5.	Name of the Account for the Payment of the Lumpsum Sale Consideration	Name of Account: JP INFRA & SALASAR BUILDCON LLP Account No.: 57500000799618 Bank Name: HDFC BANK, BHAYANDER WEST BRANCH IFSC CODE: HDFC0001024
6.	Completion Date	31 st of December 2027.
7.	Name, Address and E-mail of the Allottee/s for the Purposes of this Agreement	1. SHRI. KAMLESH KESHAVLAL MISTRY 2. SMT. REENA KAMLESH MISTRY B/205, Sai Charanam C Building, Navghar Fatak Road, Near Sai Baba Shirdi Nagar, Bhayander East, Thane-401105
8.	Name, Address and E-mail of the Promoter for the Purposes of this Agreement	JP INFRA & SALASAR BUILDCON LLP Jpinfrasalar221@gmail.com Salasar Business House, Ground & 1st Floor, Shree Vallabh, Near Dmart, 150ft Road, Bhayandar (West), Thane- 401101.
9.	Permanent Account Number	Promoter's PAN: AANFJ1945N Allottee/s' PAN: AKRPM0893J

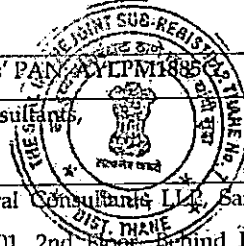
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		Co-Allottee's PAN	
10.	Architects Licensed Surveyor	RCC/SC/CE/Consultants	
11.	RCC Consultants	J+W Structural Consultants LLP, Sai Radhe, Office No: 201, 2nd Floor, behind Hotel Le Meridien, 100-101, Kennedy Road, Pune - 411001.	



THE THIRD SCHEDULE ABOVE REFERRED TO:

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

1. External Paint: External grade paint.
2. Water Tank: R.C.C Underground water tank & Overhead water tank with Domestic Tank, Flushing Tank Fire Tank shall be provided.
3. Rain Water Harvesting: Optimum use of Rain Water. Rain-water harvesting system provided as per regulatory guidelines.
4. Entrance lobby: Entrance Lobby Area on ground level.
5. Typical level Lift Lobby: Lift Lobby/Corridor at typical level.
6. Elevator: Otis/Thyssen Krupp/Kone/ Schidler or equivalent.
7. Meter Rooms: as per requirement of regulatory authority.
8. Sewage Treatment Plant.
9. Organic Waste composter.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

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



1. Clubhouse which includes the following:
 - a). Gym.
 - b). Café/Library
 - c). Swimming Pool.
 - d). Kids swimming pool.
 - e). Party Lawn.
2. Kids Play Area.

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[Handwritten initials]

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3. Kids Climbing Wall.
4. Yoga and Meditation Zone.
5. Senior Citizen Corner.
6. Mini Amphitheater.
7. Accupresure walkway.

<u>THE FIFTH SCHEDULE ABOVE REFERRED TO:</u>	
(Description of the amenities, fittings and fixtures in the said Premises)	
<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px;"> 624/2024 </div> <div style="margin-left: 10px;"> 10/22 </div> </div>	Flooring: Vitrified/ PGVT flooring (600 x 600 mm tiles) in living room, bedroom, M. Bedroom, passage & in kitchen.
2.	Door: Keyless main door, wooden VPC door frame, door shutter with laminate finish, granite door frame in toilet.
	3. Windows: Powdercoated/Anodized aluminum sliding/openable windows.
	4. Kitchen Platform: Granite kitchen platform with stainless steel sink ceramic wall tiles 2' above platform.
	5. Toilet/Bathroom: Concealed plumbing pipes with Jaguar/Cera or equivalent provision of telephone point in living room and bedroom.
	6. Wiring: Concealed wiring with good quality switches (Anchor/GM or equivalent). Provision of telephone point on living room and bedroom.
	7. Internal Paint: Acrylic Emulsion in all rooms.






THE SIXTH SCHEDULE ABOVE REFERRED TO
(Schedule of payment of Installments of the Sale Consideration by the Allottee/s to
the Promoter)

दस्तावेज क्र. 9552/2024



Sr. No.	Milestone	Amount
1	Being sum equivalent to 10% of Booking/ Advance Payment or applied fee, non refundable, receipt whereof for part consideration is acknowledged at the foot of this writing.	Rs.6,19,992/- (Rupees Six Lakhs Nineteen Thousand Nine Hundred and Ninety Two Only)
2	Being sum equivalent to 10% has been paid now at the time of addressing this allotment letter or execution of agreement, receipt whereof for part consideration is acknowledged at the foot of this writing	Rs.6,19,992/- (Rupees Six Lakhs Nineteen Thousand Nine Hundred and Ninety Two Only)
3	Being sum equivalent to 25% to be paid on completion of plinth of the building or wing in which the said flat is located	Rs. 15,49,981/- (Rupees Fifteen Lakhs Forty Nine Thousand Nine Hundred and Eighty One Only)
4	aggregating to 25% of the total consideration to be paid in 24 equal installments of Rs. 64,583/- on completion of each of 24 slabs of the building	Rs. 15,49,981/- (Rupees Fifteen Lakhs Forty Nine Thousand Nine Hundred and Eighty One Only)
5	Being sum equivalent to 2.5% to be paid on completion of brick work	Rs.1,54,998/- (Rupees One Lakh Fifty Four Thousand Nine Hundred and Ninety Eight Only)
6	Being sum equivalent to 2.5% to be paid on completion of Plastering (Internal)	Rs.1,54,998/- (Rupees One Lakh Fifty Four Thousand Nine Hundred and Ninety Eight Only)
7	being sum equivalent to 2.5% to be paid on completion of Plastering (External)	Rs.1,54,998/- (Rupees One Lakh Fifty Four Thousand Nine Hundred and Ninety Eight Only)
8	Being sum equivalent to 2.5% to be paid on completion of Plumbing (External & Internal).	Rs.1,54,998/- (Rupees One Lakh Fifty Four Thousand Nine Hundred and Ninety Eight Only)
9	Being sum equivalent to 2.5% to be paid on completion of Flooring.	Rs.1,54,998/- (Rupees One Lakh Fifty Four Thousand Nine Hundred and Ninety Eight Only)
10	Being sum equivalent to 2.5% to be paid on completion of Sliding Windows	Rs.1,54,998/- (Rupees One Lakh Fifty Four Thousand Nine Hundred and Ninety Eight Only)
11	Being sum equivalent to 2.5% to be paid on completion of Electric Fittings (Internal) and Paving of Areas of the said Towers	Rs.1,54,998/- (Rupees One Lakh Fifty Four Thousand Nine Hundred and Ninety Eight Only)

12	being sum equivalent to 2.5% to be paid on completion of Water Pumps	Rs.1,54,998/- (Rupees One Lakh Fifty Four Thousand Nine Hundred and Ninety Eight Only)
13	being sum equivalent to 2.5% to be paid on completion of Lifts	Rs.1,54,998/- (Rupees One Lakh Fifty Four Thousand Nine Hundred and Ninety Eight Only)
14	being sum equivalent to 2.5% to be paid on completion of Lobby	Rs.1,54,998/- (Rupees One Lakh Fifty Four Thousand Nine Hundred and Ninety Eight Only)
15	being sum equivalent to 5% to be paid on notice being issued at the time of handing over of the possession of the said flat on or after receipt of Occupancy certificate or Completion certificate	Rs.3,09,996 (Rupees Three Lakhs Nine Thousand Nine Hundred and Ninety Six Only)

दस्तावेज क्रमांक 924/2028

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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	Particulars	Amount
1	Charges towards Development.	Rs.25000/- (Rupees Twenty Five thousand Only)
2	Charges towards Life Time Club Membership;	Rs.75000/- (Seventy Five thousand Only)
3	Charges towards Fire & Solar Charges;	Rs.50,000/- (Rupees Fifty thousand Only)
4	Charges towards Land Under Construction;	Rs.25,000/- (Rupees Twenty Five Thousand Only)
5	18 Month Adv. Maintenance (Approx)	
6	Charges towards Society Formation	Rs.7,500/- (Rupees Seven Thousand Five Hundred Only)
7	Charges towards meeting all legal costs, charges and expenses;	Rs.10,000/- (Rupees Ten Thousand Only)

[Handwritten signatures]

SIGNED, SEALED AND DELIVERED by
the within named Promoter, i.e., JP INFRA
& SALASAR BUILDCON LLP, through
its Partner, SHRI. ANAND R. AGRAWAL



[Handwritten signature]

in the presence of ...

1. *[Handwritten signature]*

2. *[Handwritten signature]*

SIGNED AND DELIVERED by the within
named ALLOTTEE/S

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दस्तावेज क्रमांक / २०२४	
०	१२५



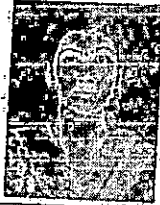
1. SHRI. KAMLESH KESHAVLAL
MISTRY

[Handwritten signature]



2. SMT. REENA KAMLESH MISTRY

[Handwritten signature]



in the presence of

1. *[Handwritten signature]*

2. *[Handwritten signature]*

RECEIVED of and from the within named)
 Allottee/s, the sum of Rs. 35,75,000/- (Rupees.)
 Thirty Five Lakhs Seventy Five Thousand)
 Only) towards Installments mentioned at)
 Serial No. 1 of the Sixth Schedule hereinabove)
 written paid by him/her/it/them to the)
 Promoter, as mentioned below.)

Sr No.	Cheque No.	Date	Bank Name/UTR No.	Amount In Rs.
1	170061	18/01/2024	Bank of India/ Mira-Bhayander	Rs. 5,00,000/-
2	170060	18/01/2024	Bank of India/ Mira-Bhayander	Rs. 5,00,000/-
3	170063	24/01/2024	Bank of India/ Mira-Bhayander	Rs. 2,50,000/-
4	648903	24/01/2024	State Bank of India/ Andheri	Rs. 5,00,000/-
5	648906	27/01/2024	State Bank of India/ Andheri	Rs. 2,50,000/-
6	648904	27/01/2024	State Bank of India/ Andheri	Rs. 5,00,000/-
7	648901	31/01/2024	State Bank of India/ Andheri	Rs. 5,00,000/-
8	170068	16/04/2024	Bank of India/ Mira-Bhayander	Rs. 2,00,000/-
9	165156	16/04/2024	NKGSB Bank/ Bhayander	Rs. 75,000/-
10	165159	31/05/2024	NKGSB Bank/ Bhayander	Rs. 1,50,000/-
11	165162	07/07/2024	NKGSB Bank/ Bhayander	Rs. 1,50,000/-
Total				Rs. 35,75,000/-

ट न न ७	
दस्ता क्र.	१००२/२०२४
७	१२५



We Say Received

M/S. JP INFRA & SALASAR BUILDCON LLP

(PARTNER/AUTHORISED SIGNATORY)

Witness:

Pink

Pink

List of Annexures

- Annexure "1" : 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
- 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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दस्ता क्र १२२२/२०२४	
८२	१२५



=====
DATED THIS DAY OF 2024
=====

BY AND BETWEEN

JP INFRA & SALASAR BUILDCON LLP
... THE PROMOTER

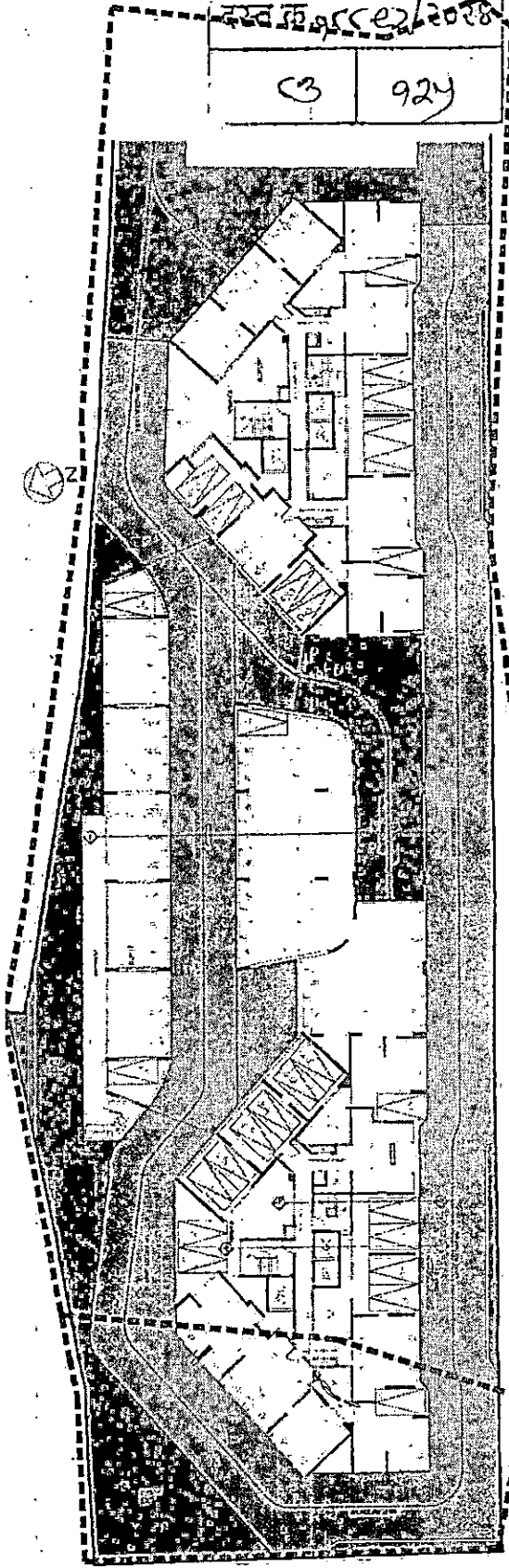
AND

1. SHRI. KAMLESH KESHAVLAL MISTRY
2. SMT. REENA KAMLESH MISTRY

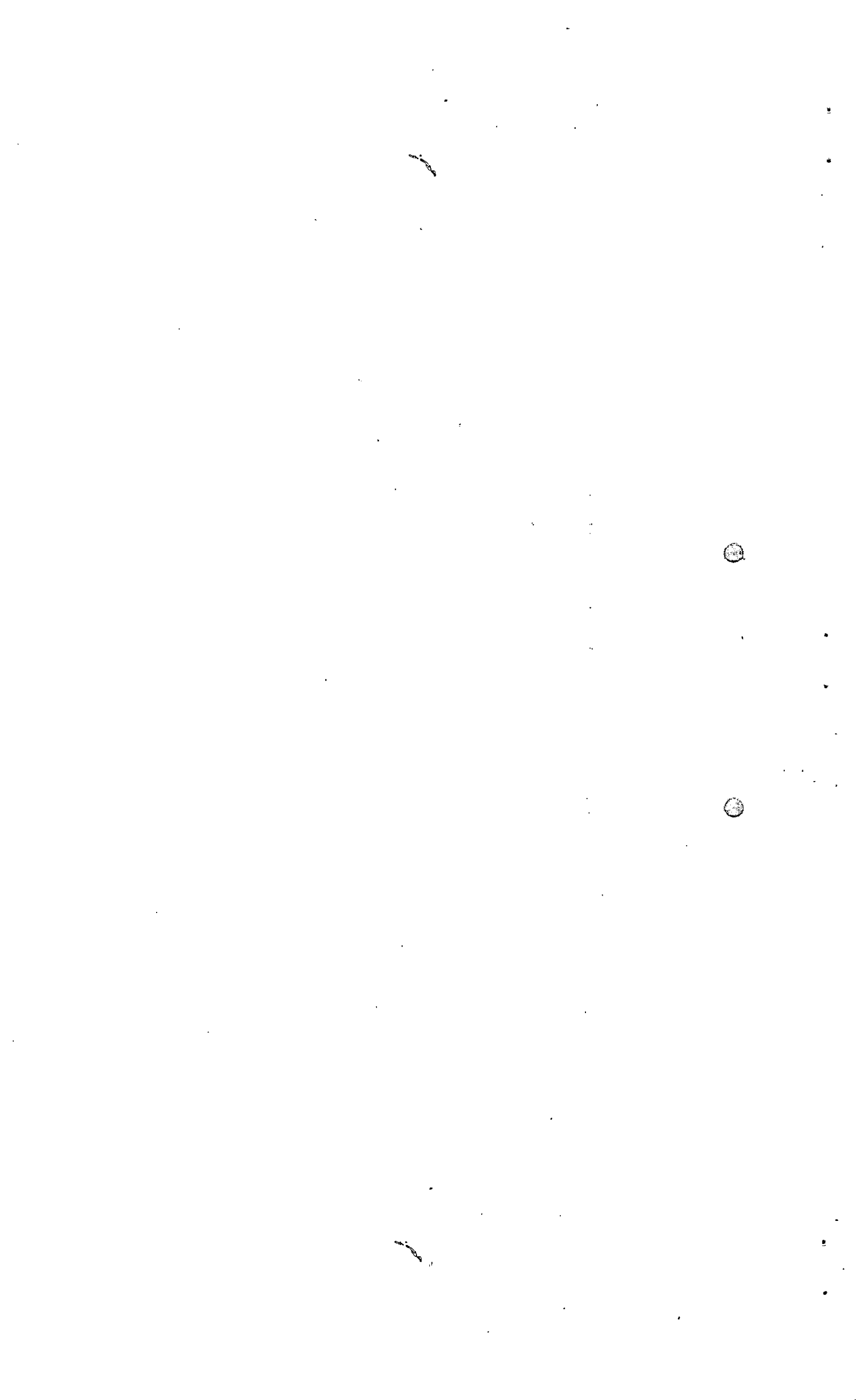
... THE ALLOTTEE/S

=====
AGREEMENT FOR SALE
(ESQUIRE - Tower [A])
=====

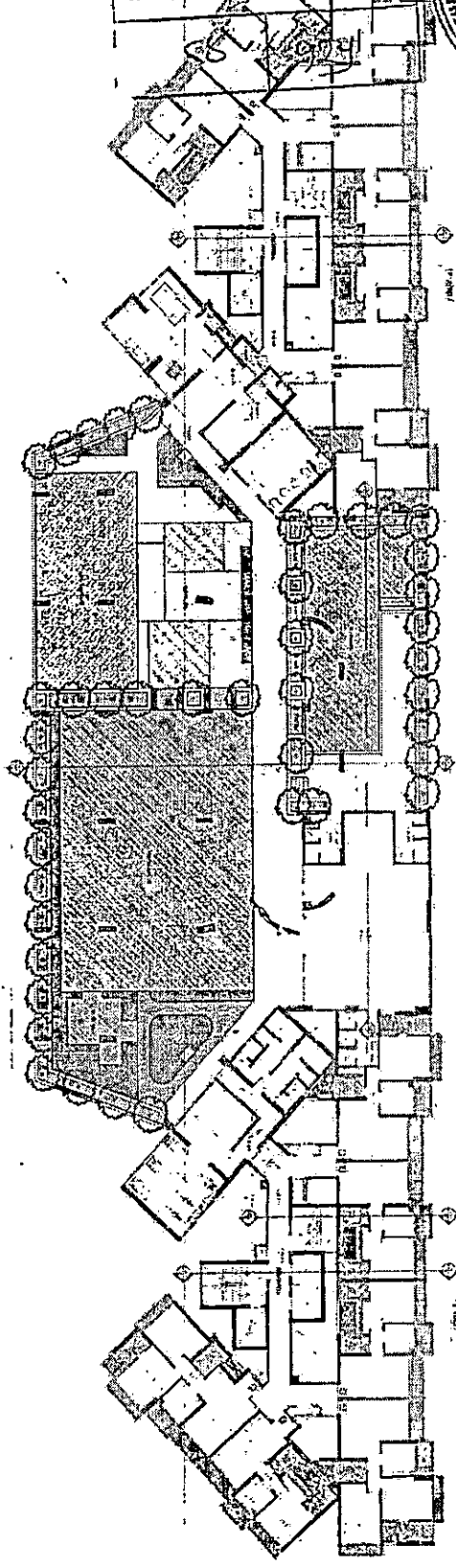
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दस्तावेज क्र. २०२४	
७	१२५

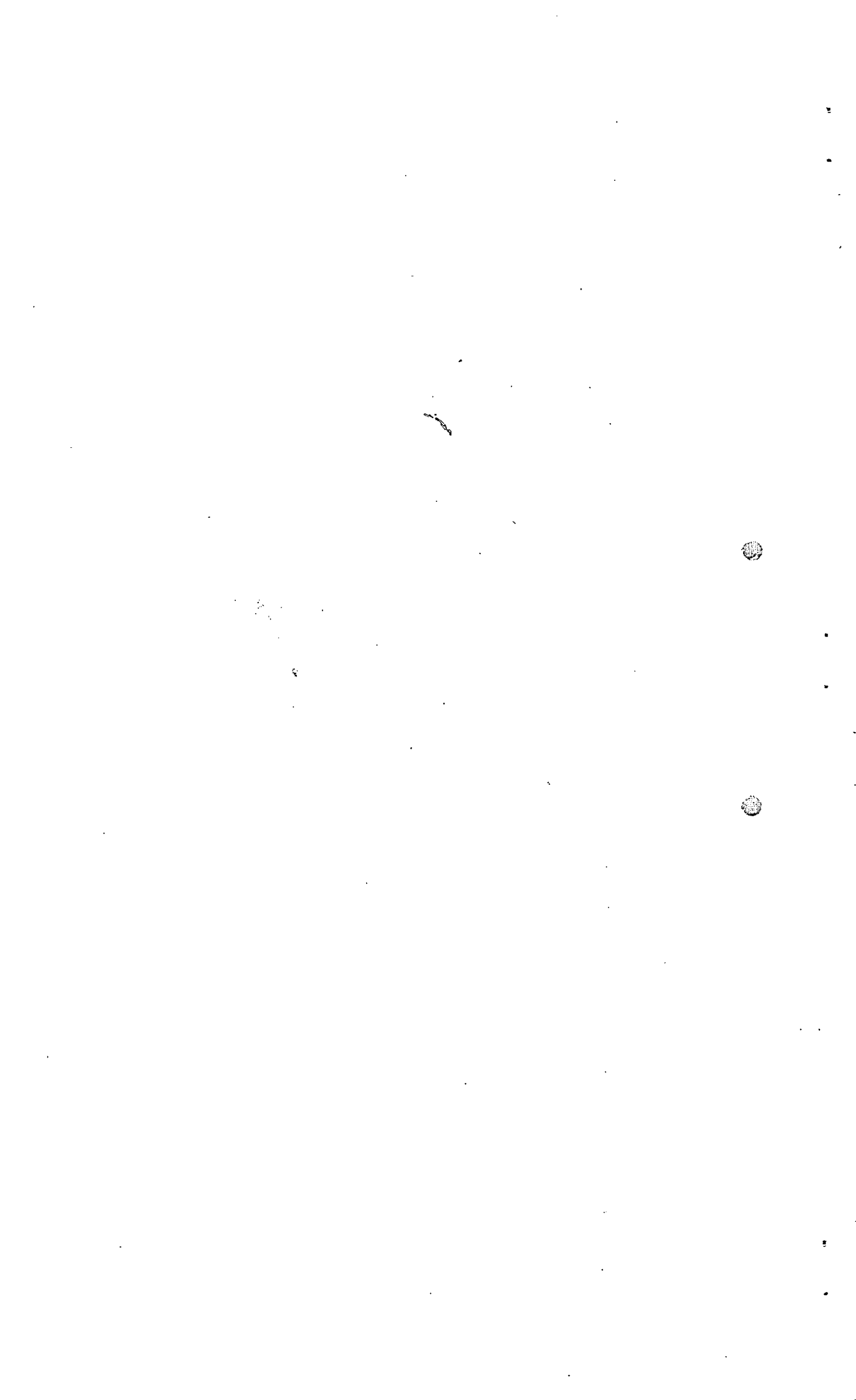


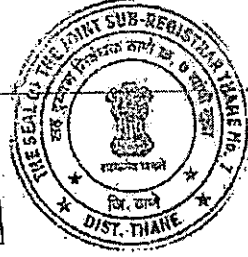
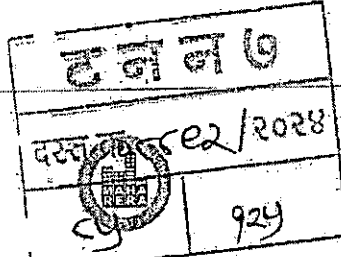
GROUND (STILT) FLOOR PLAN
(TOWER-A & B) SCALE - 1:100



ढन न ७
दस्त क्र १०१२२ / २०२५







Maharashtra Real Estate Regulatory Authority

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

This registration is granted under section 5 of the Act to the following project under project registration number :
P51700030151

Project: ESQUIRE, Plot Bearing / CTS / Survey / Final Plot No.: **221/1 11** at **Mira-Bhayandar (M Corp.), Thane, Thane, 401105;**

1. **Jp Infra&Salasar Buildcon Llp** having its registered office / principal place of business at **Tehsil: Thane, District: Thane, Pin: 401105.**

2. This registration is granted subject to the following conditions, namely:-

- The promoter shall enter into an agreement for sale with the allottees;
- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

OR

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose; since the estimated receivable of the project is less than the estimated cost of completion of the project.

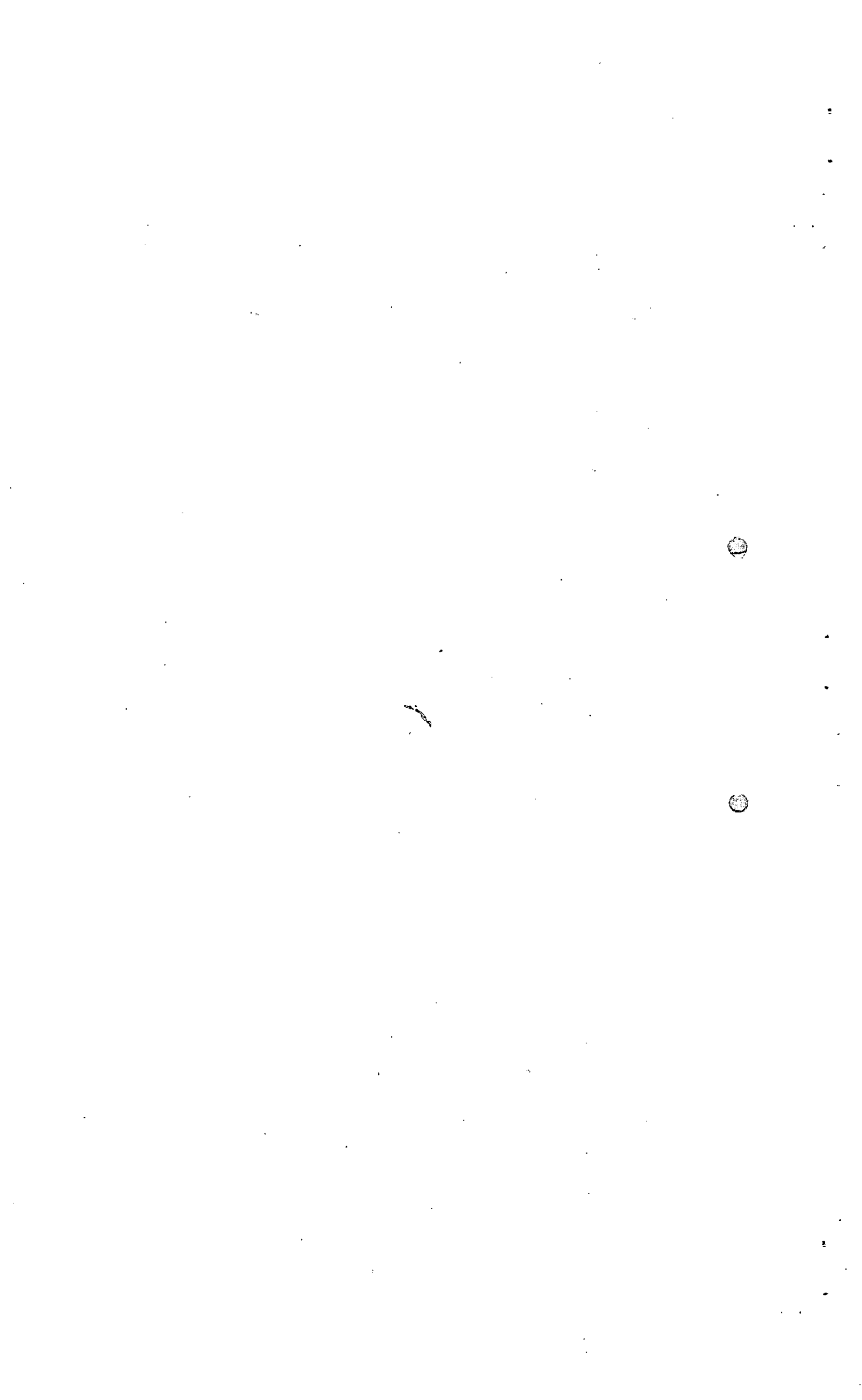
- The Registration shall be valid for a period commencing from **31/07/2021** and ending with **31/12/2027** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities

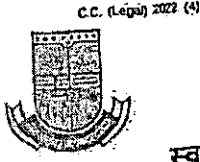
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid
Digitally Signed by
Dr. Vasant Premanand Prabhu
(Secretary, MahaRERA)
Date: 31-07-2021 14:30:51

Dated: **31/07/2021**
Place: **Mumbai**

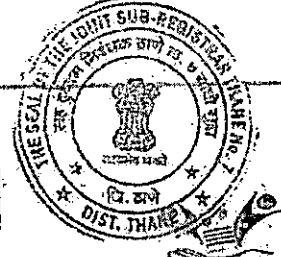
Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority





C.C. (Legal) 2022 (4)

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दस्त क्र. १२२/२०२४	
९६	१२५



श्रीकाशीवा इत्यस्य काया
अपत्ति सा अत्र प्रते

मिरा भाईदर महानगरपालिका
नगररचना विभाग

स्वामी विवेकानंद भवन आरबीके स्कूलच्या बाजूला कनाकिया, मिरारोड (पु.)
जि. ठाणे - 401 107. दूरध्वनी : 022-28121455. • E-mail Id : lr@mbmc.gov.in

जा.क्र. :- मनपा/नरा/४६२२/२०२१-२०२२

दिनांक :- ३१/३/२०२२

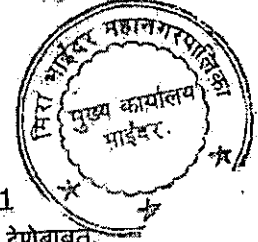
प्रति,

अधिकार पत्रधारक :- 1) मे. सेवहन इलेवन कन्स्ट्रक्शन प्रा.लि.

2) मे. जे.पी. इन्फ्रा ऑपंड सालासर बिल्डकॉन एल.एल.पी. चे भागीदार

श्री. आनंद आर अयबाल

द्वारा - सल्लागार अभियंता - मे. तेजस कन्स्ट्रक्ट



विषय :- मिरा भाईदर महानगरपालिका क्षेत्रातील मोजे - नवघर

सर्वे क्र./ हिस्सा क्र. 221(जुना), 195(नविन) दि.क्र. 1 व 11

या जागेत नियोजित बांधकामास सुधारीत बांधकाम परवानगी देणेबाबत.

संदर्भ :- (1) आपलेकडील AR-805/2021, दि.20/12/2021 व दि.24/01/2022 रोजीचे अर्ज.

(2) तहसीलदार, ठाणे यांचेकडील पत्र क्र. महसुल/क-1/टे-2/जमिनबाब-कावि-14479/एसआर-261/2019/जाक्र.-14 दि.08/04/2019 अन्वये रूपांतरित कराचा भरणा करणेबाबत पत्र व दि.10/04/2019 रोजीचे पत्र

(3) युएलसी बाबत 10(3) 10(5) खालील कार्यवाही झालेली नसलेबाबत 300/- च्या स्टॅम्पपेपरवर दि.18/10/2021 रोजीचे नॉटराइज केलेले शपथपत्र व बंधपत्र सादर.

(4) दि.इस्टेट इन्वेस्टमेंट कं.प्रा.लि. याचे कडील पत्र

1) क्र. ईआय/एनओसी/1631/2019 दि.20/03/2019

2) क्र. ईआय/एनओसी/1632/2019 दि.20/03/2019 अन्वये नाहरकत दाखला.

(5) अग्निशमन विभागाकडील पत्र क्र.मनपा/अग्नि/742/2021-22 दि.28/09/2021 रोजीचा नाहरकत दाखला.

(6) विकासकाचे दि. 21/02/2022 अन्वयेचे शपथपत्र.

॥



मिरा भाईंदर महानगरपालिका

नगररचना विभाग

स्वामी विवेकानंद भवन, आरबीके स्कूलच्या बाजूला, कनाकिया, मिरारोड (पु.)

जि. ठाणे - 401 107 दूरध्वनी : 022-28121455 • E-mail Id : tp@mbmc.gov.in



जा.क्र. :- मनिपा/नरी/४६२/२०१९

दिनांक :- ३१/३/२०२२

दस्त क्र. ४६२ / २ सुधारित बांधकाम परवानगी :-

महाराष्ट्र निर्देशिक व नगररचना अधिनियम १९६६ च्या कलम ४४, ४५ अन्वये व महाराष्ट्र महानगरपालिका अधिनियम १९४९ च्या कलम २५३ ते २६९ विकास कार्य करण्यासाठी /

बांधकाम प्रारंभ पत्र मिळण्यासाठी आपण विनंती केले नुसार मिरा भाईंदर महानगरपालिका क्षेत्रातील मोजे - नवघर, सर्वे क्र./हिस्सा क्र. २२१(जुना), १९५(नविन) हि.क्र. १ व ११ या मुळगातीतील इमारतीचे बांधकाम नकाशांस आपणांकडून खालील अटी व शर्तीचे अनुपालन होण्याच्या अधीन राहून ही मंजूरी देण्यात येत आहे.

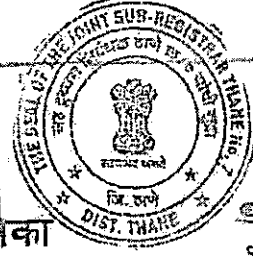
१) सदर भूखंडाचा वापर फक्त बांधकाम नकाशात दर्शविलेल्या रहिवास वापरासाठीच करण्याचा आहे.

- २) सदरच्या बांधकाम परवानगीने आपणास आपल्या हक्कात नसलेल्या जागेवर कोणतेही बांधकाम करता येणार नाही.
- ३) मंजूर नकाशाप्रमाणे जागेवर प्रत्यक्ष मोजणी करून घेणेची आहे व त्यांची उपअधिकार भूमि अभिलेख, ठाणे यांनी प्रमाणीत केलेली नकाशाची प्रत या कार्यालयाच्या अभिलेखाथर दोन प्रतीमध्ये पाठविणेची आहे व त्यास मंजूरी घेणे आवश्यक आहे.
- ४) सदर भूखंडाची उपविभागणी महानगरपालिकेच्या पूर्वपरवानगी शिवाय करता येणार नाही. तसेच मंजूर रेखांकनातील इमारती विक्रीत करण्यासाठी इतर / दुस-या विकासकास अधिकार दिल्यास / विकासासाठी प्राधिकृत केल्यास दुय्यम / दुस-या विकासकाने मंजूर बांधकाम नकाशे व चटईक्षेत्राचे व परवानगीत नमुद अटी व शर्तीचे उल्लंघन केल्यास / पालन न केल्यास या सर्व कृतीस मुळ विकासक व वास्तुविशारद जबाबदार राहिल.
- ५) या जागेच्या आजुबाजुला जे पूर्वीचे नकाशे मंजूर झाले आहेत त्याचे रस्ते हे सदर 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 राहिल. रस्त्याबाबत व वापराबाबत आपली / धारकांची कोणताही हरकत असणार नाही.
- ६) नागरी जमीन धारणा कायदा १९७६ चे तरतुदींना व महाराष्ट्र जमीन महसूल अधिनियमाच्या तरतुदीस कोणत्याही प्रकारची बाधा येता कामा नये व या दोन्ही कायद्यान्वये पारित झालेल्या व यापुढे वेळोवेळी होणा-या सर्व आदेशाची अंमलबजावणी करण्याची जबाबदारी विकासक व वास्तुविशारद इतर धारक यांची राहिल.



C.C. (Legal), 2022 (4)

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मिरा भाईंदर महानगरपालिका

नगररचना विभाग

स्वामी विवेकानंद भवन आरबीके स्कूलच्या बाजूला कनाकिया, मिरारोड (पु.)

जि. ठाणे - 401 107. दूरध्वनी : 022-28121455, • E-mail-Id : td@mbrmc.gov.in

जा.क्र :- मनपा/नर ४६२९/२०२१-२०२२

दिनांक :- ३१/३/२०२२

- 7) रेखांकनात / बांधकाम नकाशात इमारतीचे समोर दर्शविण्यात / प्रस्तावित करण्यात आलेली सामासिक अंतराची जागा ही सार्वजनिक असून महानगरपालिकेच्या मालकीची राहिली व या जागेचा वापर सार्वजनिक रस्त्यासाठी / रस्ता, रुंदीकरणासाठी करण्यात येईल. याबाबत अर्जदार व विकासक व इतर धारकांचा कोणताही कायदेशीर हक्क असणार नाही.
- 8) मालकीहक्काबाबतचा वाद उत्पन्न झाल्यास त्यास अर्जदार, विकासक, वास्तुविशारद, धारक व संबंधीत व्यक्ती जबाबदार राहतील. तसेच वरील जागेस पोहोच मार्ग उपलब्ध असल्याची व जागेच्या हद्दी जागेवर प्रत्यक्षपणे जुळविण्याची जबाबदारी अर्जदार, विकासक, वास्तुविशारद यांची राहिल. यामध्ये तफावत निर्माण झाल्या झाल्यास सुधारीत मंजूरी घेणे क्रमप्राप्त आहे.
- 9) मंजूर रेखांकनातील रस्ते, ड्रेनेज, गटारे व खुली जागा (आर.जी.) अर्जदाराने / विकासकाने महानगरपालिकेच्या नियमाप्रमाणे पूर्ण करून सुविधा सार्वजनिक वापरासाठी कायम स्वरूपी खुली ठेवणे बंधनकारक राहिल.
- 10) इमारतीचे उदवाहन, अग्निशामन तरतूद, पाण्याची जमिनीवरील व इमारतीवरील अशा दोन टाक्या, दोन इलेक्ट्रीक पंपसेटसह तरतूद केलेली असली पाहिजे.
- 11) महानगरपालिका आपणास बांधकामासाठी व पिण्यासाठी व इतर कारणासाठी पाणीपुरवठा करण्याची हमी घेत नाही. याबाबतची सर्व जबाबदारी विकासक / धारक यांची राहिल. तसेच सांडपाण्याची सोय व मलविसर्जनाची व्यवस्था करण्याची जबाबदारी विकासकाची / धारकाची राहिल. तसेच बांधकाम सुरु करतवेळी बांधकाम संपेपर्यंत तेथील बांधकाम कामगारांसाठी आवश्यकतेप्रमाणे पुरेशा शौचालयाची व पाळणाघराची व्यवस्था करणे आपणावर बंधनकारक राहिल.
- 12) अर्जदाराने स.क्र. / हि.क्र. मोजे, महानगरपालिका मंजूरी, बिल्डरचे नाव, आर्किटेक्टचे नाव, अकृषिक मंजूरी व इतर मंजूरीचा तपशील दर्शविणारा फलक प्रत्यक्ष जागेवर लावण्यात आल्यानंतरच इतर विकास कामास सुरुवात करणे बंधनकारक राहिल. तसेच सर्व मंजूरीचे मुळ कागदपत्र तपासणीसाठी / निरीक्षणासाठी जागेवर सर्व कालावधीसाठी उपलब्ध करून ठेवणे ही वास्तुविशारद व विकासक यांची संयुक्त जबाबदारी आहे. अशी कागदपत्रे जागेवर प्राप्त न झाल्यास तातडीने काम बंद करण्यात येईल.
- 13) मंजूर रेखांकनातील इमारतीचे बांधकाम करण्यापूर्वी मातीची चाचणी (Soil Test) घेऊन व बांधकामाची जागा भूकंप प्रवण क्षेत्राचे अनुषंगाने सर्व तांत्रिक बाबी विचारात घेऊन (Specifically earthquake of highest intensity in seismic zone should be considered) आर.सी.सी. डिझाईन तयार करून संबंधीत सक्षम अधिका-यांची मंजूरी घेणे. तसेच इमारतीचे आयुष्यमान,



मिरा भाईंदर महानगरपालिका

नगररचना विभाग

स्वामी विवेकानंद भवन आरबीके स्कूलच्या बाजूला कनाकिया, मिरारोड (पु.)

जि. डा. क्र. 401-107, दूरध्वनी : 022-28121455 • E-mail id : ip@mbmcs.gov.in



महाराष्ट्र शासन
महानगरपालिका विभाग
अल्पसंख्यक समाज कल्याण

जा.क्र. :- मगपा/नर १६२९/२०२१

दिनांक :- ३१/३/२०२२

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वापर बांधकाम साहित्याचा दर्जा व गुणवत्ता व अभियंता क्षमण व्यवस्था याबाबत नॅशनल बिल्डींग कोड प्रमाणे तरतूदी करत कार्यान्वीत करणे बांधकाम चालू असतांना तांत्रिक व प्रशासनिक कार्यवाही पूर्ण करून त्याची पालन कार्याची जबाबदारी अर्जदार, विकासक, स्ट्रक्चरल अभियंता व वास्तुविशारद, बांधकाम पर्यवेक्षक, धारक संयुक्तपणे राहिल.

प्रमुख कार्यान्वीत जागेत विद्यमान झाडे असल्यास तोडण्यासाठी महानगरपालिकेची व इतर विभागांची पूर्व मंजूरी प्राप्त करणे बंधनकारक आहे. तसेच खुल्या जागेत वृक्षारोपण करण्यात यावे.

15) मंजूर बांधकाम नकाशे व जागेवरील बांधकाम यामध्ये तफावत असल्यास नियमावलीनुसार त्वरीत सुधारीत बांधकाम नकाशांना मंजूरी घेणे बंधनकारक आहे अन्यथा हे बांधकाम मंजूर विकास नियंत्रण नियमावलीनुसार अनाधिकृत ठरते त्यानुसार उक्त अनाधिकृत बांधकाम तोडण्याची कार्यवाही करण्यात येईल.

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

17) महानगरपालिकेने मंजूर केलेले बांधकाम नकाशे व बांधकाम प्रारंभपत्र रद्द करण्याची कार्यवाही खालील बाबतीत करण्यात येईल व महाराष्ट्र महानगरपालिका अधिनियम 1949 व महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 च्या तरतूदीनुसार संबंधिताविरुद्ध विहित कार्यवाही करण्यात येईल.

1) मंजूर बांधकाम नकाशाप्रमाणे बांधकाम न केल्यास.

2) मंजूर बांधकाम नकाशे व प्रारंभपत्रातील नमुद सर्व अटी 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.

18) प्रस्तावित इमारतीमध्ये तळ मजल्यावर स्टिल्ट (Stillt) प्रस्तावित केले असल्यास स्टिल्टची उंची मंजूर बांधकाम नकाशाप्रमाणे ठेवण्यात यावी व या जागेचा वापर वाहनतळांसाठीच करण्यात यावा.

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मिरा भाईंदर महानगरपालिका

नगररचना विभाग

स्वामी विवेकानंद भवन आरबीके स्कूलच्या वाजूला कनाकिया, मिरारोड (पु.)

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लीकरीया इलाहाबाद
Right to Public Service &
आपली सेवा आणणे करा

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- 19) मंजूर विकास योजनेत विकास योजना रस्त्याने / रस्ता रुंदीकरणाने बाधीत होणारे क्षेत्र ३८६.९६ चौ.मी. महानगरपालिकेकडे हस्तांतर केले असल्याने व त्या हस्तांतर केलेल्या जागेच्या मोबदलाची आपणास अतिरिक्त चटईक्षेत्रांचा लाभ / मंजूरी देण्यात आली असल्याने सदरचे क्षेत्र कायमस्वरूपाची खुले, भोकळे, अतिक्रमणविरहीत ठेवण्याची जबाबदारी विकासकर्त्याच्या जागेच्या मालकीहक्क इतरांकडे केणत्याही परिस्थितीत व केव्हाही वर्ग करता येणार नाही तसेच या क्षेत्राचा इतरांकडून मोबदला आपणास इतर संबंधितास व धारकास स्विकारता येणार नाही.
- 20) मंजूर रेखांकनाच्या जागेत विद्यमान इमारत तोडण्याचे प्रस्तावित केले असल्याने विद्यमान बांधकाम क्षेत्र महानगरपालिकेकडून प्रमाणीत करून घेतल्यानंतर विद्यमान इमारत तोडून नविन बांधकामास प्रारंभ करणे बंधनकारक आहे.
- 21) प्रस्तावातील इमारतीचे बांधकाम पूर्ण झाल्यानंतर नियमाप्रमाणे पूर्ण झालेल्या इमारतीस प्रथम वापर परवाना प्राप्त करून घेणे व तदनंतरच इमारतीचा वापरासाठी वापर करणे अनिवार्य आहे. महानगरपालिकेकडून वापर परवाना न घेता इमारतीचा वापर चालू असल्याचे निदर्शनास आल्यास वास्तुविशारद, विकासक व धारक यांच्यावर व्यक्तिशः कायदेशीर कार्यवाही करण्यात येईल.
- 22) या मंजूरीची मुदत चार वर्षांपर्यंत राहिल. तथापि एका वर्षात काम सुरु न केल्यास एकत्रिकृत विकास नियंत्रण प्रोत्साहन नियमावली मधील विनियम 2.71 नुसार परवानगी नुतनीकरण करण्याची जबाबदारी विकासकाची राहिल. अन्यथा सदरची मंजूरी कायदेशीररित्या आपोआप रद्द होईल.
- 23) सदरच्या आदेशातील अटी व शर्तीचे पालन करणेची जबाबदारी अधिकारप्रधारक, बांधकाम पर्यवेक्षक, वास्तुविशारद, स्ट्रक्चरल अभियंता व धारक यांची राहिल.
- 24) सदर जागेच्या मालकीबाबत व न्यायालयात दावा प्रलंबित नसल्याबाबत आपण प्रतिज्ञापत्र दि.21/01/2022 रोजी दिलेले आहे. याबाबत काहीही विसंगती आढळून आल्यास दिलेली परवानगी रद्द करण्यात येईल.
- 25) सदर जागेच्या मालकीहक्काबाबत जागेच्या हद्दीबाबत मा. न्यायालयीन दाव्याबाबत व पोहोच रस्त्याबाबत रस्त्याची जबाबदारी विकासकाची राहणार असून त्याबाबत महानगरपालिका जबाबदार राहणार नाही. तसेच याबाबत कोणत्याही प्रकारची विसंगती आढळल्यास सदर परवानगी रद्द समजणेत येईल.



मिरा भाईंदर महानगरपालिका

नगररचना विभाग

स्वामी विवेकानंद भवन आरबीके स्कूलच्या बाजूला कनाकिया, मिरारोड (पु.)

जि. ठाणे - 401 107. दूरध्वनी : 022-28121455, * E-mail Id : ip@mbmnc.gov.in



ज.क्र. - मनपा/नर/ 530/2021-22 दिनांक :- 31/3/2022

26) यासंबंधीच्या इमारतीच्या रेखांकनात प्रस्तावित केलेल्या इमारतीचे बांधकाम खालीलप्रमाणे मर्यादीत ठेवून त्यानुसार कार्यान्वीत करणे बंधनकारक राहिले.

दरता क्र.मी	इमारतीचे नाव	प्रकार	संख्या	तळी	मजले	प्रस्तावित बांधकाम क्षेत्र (चौ.मी.)
1	924					
2	Tower-A		1		स्टील्ट + पहिला मजला	9745.93
3	Tower-B		1		(पार्ट पॉडियम + पार्ट सदनिका) + 2 ते 6 पार्ट (सदनिका) + 7 ते 21 मजले	9909.75
3	सोसायटी ऑफिस झयव्हर रुम		1		--	55.80
4	पहिला मजला पॉडियम		1		--	
एकूण क्षेत्र						19,711.48 चौ.मी.

- 27) यापूर्वी पत्र क्र.मिभा/मनपा/नर/530/2021-22 दि.14/05/2021 अन्वये देण्यात आलेली मंजूरी रद्द करण्यात येत आहे.
- 28) जागेवर रेन वॉटर हार्वेस्टिंगची व्यवस्था करणे तसेच त्याबाबतची यंत्रणा स्वतंत्र ओव्हरटॅक व प्लंबिंग लाईनसह कार्यान्वीत ठेवणे व त्याबाबत पाणीपुरवठा विभागाकडील प्रमाणपत्र सादर करणे बंधनकारक राहिल.
- 29) रेखांकनातील जागेत सेप्टिक टँकचे बांधकाम IS-2470 च्या मानकानुसार बांधणे आवश्यक राहिल.
- 30) प्रस्तावित इमारतीसाठी भोगवटा दाखल्यापूर्वी प्रती सदनिका 100 लिटर या क्षमतेची सौर उर्जा वरिल पाणी गरम करण्याची व्यवस्था (सोलार वॉटर हीटिंग सिस्टीम) किंवा UD CPR Regulation No. 13.2 अन्वये Roof Top Photovoltaic (RTPV) System बसवून कार्यान्वीत करणे व त्याबाबत सार्वजनिक बांधकाम विभागाकडील नाहरकत दाखला सादर करणे आपणावर बंधनकारक राहिल.
- 31) भोगवटा दाखल्यापूर्वी सदर वृक्ष प्राधिकरणाच्या सल्ल्याप्रमाणे भूखंडामध्ये प्रती 100 चौ.मी. करिता दोन झाडे याप्रमाणे तसेच आर.जी. च्या भूखंडामध्ये प्रती 100 चौ.मी. करिता पाच झाडांची लागवड करून त्याबाबत वृक्ष प्राधिकरण विभागाकडील नाहरकत दाखला सादर करणे बंधनकारक राहिल.

ट न न ७	
वसंत १९२२/२०२४	
१२	१२५



G.C. (Legal) 2022 (4)

मिरा भाईंदर महानगरपालिका

नगररचना विभाग

स्वामी विवेकानंद भवन आरवीके स्कूलच्या बाजूला कनाकिया, मिरारोड (पु.)

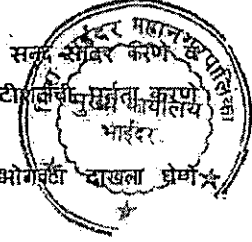
जि. ठाणे - 401 107. दूरध्वनी : 022-28121455, * E-mail Id : tr@mbmc.gov.in



जा.क्र. :- मनपा/नस/४६२१/२०२१ - २०२२

दिनांक :- ३१/३/२०२२

- 32) भोगवटा दाखल्यापूर्वी अग्निशामन विभागाकडील तात्पुरता नाहरकत दाखल्यामधील अटीशर्तीची पूर्तता करून अंतिम नाहरकत दाखला सादर करणे बंधनकारक राहिल.
- 33) विषयांकित जागेसाठी रुपांतरीत कराचा भरणा करणेसह सदर जागेसाठीची सदन सादर करणे व सदर सदन मधील अटीशर्तीची व अकृषिक परवानगीच्या आदेशामधील अटीशर्तीची पूर्तता करणे आपणावर बंधनकारक राहिल.
- 34) महाराष्ट्र महानगरपालिका अधिनियम 1949 चे कलम 263 अन्वये भोगवटा दाखला घेणे आपणावर बंधनकारक राहिल.
- 35) सदरच्या जागेवर बांधकामासाठी 200 पेक्षा जास्त बांधकाम कामगार असल्यास काम करणाऱ्या बांधकाम कामगारांसाठी महाराष्ट्र इमारत व इतर बांधकाम कामगार कल्याणकारी मंडळ यांचेमार्फत राबविण्यात येणाऱ्या योजना, त्यासाठीचे अर्ज, त्यासंबंधी इतर आवश्यक माहिती तसेच पात्र बांधकाम कामगारांची नोंदणी करिता आवश्यक प्रक्रिया नोंदणी, नुतनीकरण, बांधकाम कामगारांचे बँक खाते उघडणे इत्यादी सर्व प्रकारची संबंधित कामे करणेसाठी Facilitation Centre उभारणे बंधनकारक राहिल.
- 36) इमारत पूर्ण झाल्यानंतर बांधकाम परवानगी मधील नमुद अटी व शर्तीचे पालन केल्याशिवाय बांधकाम पूर्णत्वाचे प्रमाणपत्र व भोगवटा दाखला देण्यात येणार नाही. अटीची पूर्तता न केल्यास महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 व महाराष्ट्र महानगरपालिका अधिनियम 1949 अन्वये विकासकावर गुन्हा नोंद करून मुदतील कार्यवाही करण्यात येईल.
- 37) सदर जागेमध्ये इमारतीचे बांधकाम सुरु करताना बांधकामाच्या अनुषंगीक कामामुळे सभोवतालच्या इमारतींना / बांधकामांना / रहिवाश्यांना त्रास होणार नाही किंवा जिवीत वा वित्त हानी होणार नाही याची खबरदारी घेणेची सर्वस्वी जबाबदारी विकासक / वास्तुविशारद, स्ट्रक्चरल इंजिनियर / साईट सुपरव्हाईजर यांची राहणार असून त्यासाठी महानगरपालिका जबाबदार राहणार नाही.
- 38) सदर गृहसंकुलातील रहिवाश्यांसाठी आवश्यक क्षमतेचा जैविक खत निर्मिती प्रकल्प उभारून कार्यान्वीत करणे आपणावर बंधनकारक राहिल.
- 39) रेखांकनातील प्रस्तावित वाहनतळांमध्ये इलेक्ट्रिक वाहनांकरिता मान्यताप्राप्त संस्थेकडून इलेक्ट्रिक चार्जिंग पॉईंट लावणे व त्याबाबतचा दाखला इमारतीच्या भोगवटा दाखल्यापूर्वी सादर करणे प्रस्तावाचे विकासक यांचेवर बंधनकारक राहिल.
- 40) शासनास हस्तांतरीत करावयाच्या सदनिका शासनास हस्तांतरीत करून त्याबाबतच्या नाहरकत दाखल्यासह शासनाच्या इतर विभागाकडील आवश्यक नाहरकत दाखले / परवानग्या प्राप्त करून घेणेची सर्वस्वी जबाबदारी विकासक व वास्तुविशारद यांची राहिल.





मिरा भाईंदर महानगरपालिका

नगररचना विभाग



स्वामी विवेकानंद भवन, आरबीके स्कूलच्या वाजूला कनाकिया, मिरारोड (पु.)

नि. क्र. 401-407, इ.स.व. : 022-28121459, Email Id : ip@mbmc.gov.in

- जा.क्र. : मिनपा/नर/18E2E/2022-2022 दिनांक :- 31/8/2022
- दस्ता क्र. 9552/2022
- 41) विषयांकित जागेसाठी उप-अधिकांक, भूमि अभिलेख ठाणे, प्राधिकडील प्रमाणित केलेला अद्यावत मोजणी नकाशा 3 महिन्यांच्या आत सादर करणे बंधनकारक राहिल.
- 42) सदर जागेमध्ये माती भरणी किंवा खोदकाम करणेसाठी संबंधित महसूल प्राधिकरणाकडून परवानगी घेणे व त्याअनुषंगीक आवश्यक शुल्काचा भरणा करणे बंधनकारक राहिल.
- 43) सदर जागेबाबत शासन निर्देशाप्रमाणे आवश्यक असणाऱ्या परवानग्या / नाहरकत दाखले प्राप्त करून घेणेची जबाबदारी विकासासाठी राहिल.
- 44) मोकळ्या जागेच्या कराचा भरणा प्रत्येक वर्षाच्या आर्थिक वर्षामध्ये भोगवटा दाखला प्राप्त दिनांकापर्यंत भरणा करणे आपणावर बंधनकारक राहिल. कराचा भरणा न केल्यास आपणावर पुढील कायदेशीर कार्यवाही करण्यात येईल.
- 45) भोगवटा दाखल्यापूर्वी शासन अधिसूचना क्र. टिपीएस-1218/2710/प्र.क्र.117/18, नवि-12, दि.06/10/2018 प्रमाणे सदर जागेमध्ये आवश्यक क्षमतेचा सांडपाणी प्रक्रिया व पुर्नवापरासाठीचा प्रकल्प उभारून कार्यान्वीत करणे बंधनकारक राहिल.

जा.क्र. मिनपा / नर 18E2E/2022-2022

दि. 31/8/2022

(मा. आयुक्त सो. यांच्या मंजूरीने)



(Signature)

(हे. रा. ठाकरे)

सहा. संचालक, नगररचना

मिरा भाईंदर महानगरपालिका

प्रत - माहितीस्तव व पुढील कार्यवाहीस्तव

- 1) विभाग प्रमुख
अतिप्रमाण तथा अनाधिकृत बांधकाम नियंत्रण विभाग
- 2) कर निर्धारक व संकलक अधिकारी
कर विभाग

दस्तावेज नं ७
दस्तावेज नं ७/२०२४
७ १२५



Adv. Anilkumar Marlecha B.Com., L.L.M.
Advocate, Bombay High Court

To,
MAHARERA

LEGAL TITLE REPORT

Subject: Title clearance certificate with respect to all that piece and parcel of Land bearing Old Survey No. 221 and New Survey No. 195, Hissa No. 1 admeasuring 4,890 square meters out of which 4503.04 Sq. Meters and Old Survey No. 221, New Survey No. 195, Hissa No. 11, admeasuring 730 Sq. meters, [i.e. total area of 5233.04 square meters], both situate, lying and being at Village - Navghar, Taluka and District - Thane, now falling within the local limits of the Mira Bhayandar Municipal Corporation, hereinafter collectively referred to as "The said Plots".

I have investigated the title of the said Plot on the request of JP INFRA & SALASAR BUILDCON LLP, a limited liability partnership firm incorporated and governed by the Limited Liability Partnership Act, 2008, having its registered office at Salasar Business House, Ground & 1st Floor, Shree Vallabh, Near Dmart, 150ft Road, Bhayandar (West), Thane-401101, through its designated Partners 1) Mr. Anand R. Agrawal and 2) Mr. Shubham V. Jain, on basis of the following documents;

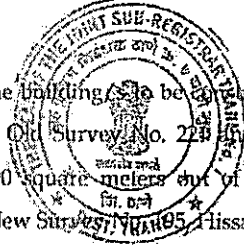
1) DESCRIPTION OF PROPERTY-

- a) The Promoter / Vendor i.e. M/s. SEVEN ELEVEN CONSTRUCTION PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 and governed by the Companies Act, 2013, having its registered address at 7, Shyam Bhavan, B. P. Road, Bhayander (East), Taluka and District Thane, has submitted development plan of the said Plots to Mira Bhayandar Municipal Corporation, being the development authority and vide its order bearing Ref. No. MNP/NR/530/2021-2022 dated 14th May, 2021, has sanctioned the development plan of the said Plots and issued the Commencement Certificate ("The said First CC").

Adv. Anilkumar Marlecha B.Com., LL.M
Advocate, Bombay High Court



क न न ७
दस्तावेज क्र. १६२/२०२१
२५

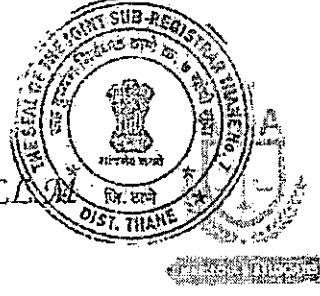


b) AND Whereas, the building(s) to be constructed on all that piece and parcel of the land bearing Old Survey No. 221 and New Survey No. 195, Hissa No. 1 and measuring 4,890 square meters out of which 4503.04 Sq. Meters and Old Survey No. 221, New Survey No. 195, Hissa No. 11, admeasuring 730 Sq. meters, [i.e. total area of 5233.04 square meters], both situate, lying and being at Village - Navghar, Taluka and District - Thane, now falling within the local limits of the Mira Bhayandar Municipal Corporation, hereinafter collectively referred to as "The said Plots":

2) DOCUMENTS / AGREEMENT OF THE PLOTS -

- a) By virtue of duly registered Deed of Conveyance Cum Assignment dated 09th July, 2021 executed between the plots owner M/s. SEVEN ELEVEN CONSTRUCTION PRIVATE LIMITED as Vendor and JP INFRA & SALASAR BUILDCON LLP as Purchaser and registered in the office of Sub-Registrar of Assurance at Thane District bearing document Serial No. TNN1-9153/2021, dated 12/07/2021, for the said Plots and said first CC.
 - b) In pursuance to the execution of the said Deed of Conveyance Cum Assignment dated 09th July, 2021 the said M/s. SEVEN ELEVEN CONSTRUCTION PRIVATE LIMITED have also made and executed a Irrevocable Power of Attorney dated 09/07/2021, in favour of the JP INFRA & SALASAR BUILDCON LLP, herein, inter-alia, conferring upon various rights, powers and privileges, which are more particularly described in the said writing.
- 3) 7/12 Extract generated online dated 07/07/2020, bearing Mutation entry No. 2629.
- 4) SEARCH REPORT FOR 30 YEARS FROM 1990 TO 14th JULY, 2021-
- a) Search Report dated 1st April, 2019, for the period from 1990 to 2019 was carried out and issued by searcher P. Nikam for the said Plots.

दस्तावेज नं ७
दस्तावेज नं १०२२ / २०२४
Adv. Anilkumar Marlecha, B.Dyn., LL.M.



Adv. Anilkumar Marlecha, B.Dyn., LL.M.
Advocate, Bombay High Court

- b) Search Report dated 14th July, 2021, for the period from 2019 to 2021 was carried out and issued by searcher Narayan Kenny for the said Plots.
- 5) On perusal of the abovementioned documents and all other relevant documents relating to title of the said Plots, I am of the opinion that the title of JP INFRA & SALASAR BUILDCON LLP, for the said Plots is clear, marketable and without any encumbrances.
- 6) **OWNERS OF THE SAID PLOT-**
- a) M/s. SEVEN ELEVEN CONSTRUCTION PRIVATE LIMITED, for all that piece and parcel of Land bearing Old Survey No. 221 and New Survey No. 195, Hissa No. 1 admeasuring 4,890 square meters out of which 386.96 Sq. Meters, situate, lying and being at Village - Navghar, Taluka and District - Thane, now falling within the local limits of the Mira Bhayandar Municipal Corporation.
- b) JP INFRA & SALASAR BUILDCON LLP, for all that piece and parcel of land bearing Old Survey No. 221 and New Survey No. 195, Hissa No. 1 admeasuring 4,890 square meters out of which 4503.04 Sq. Meters and Old Survey No. 221, New Survey No. 195, Hissa No. 11, admeasuring 730 Sq. meters, [i.e. total area of 5233.04 square meters], both situate, lying and being at Village - Navghar, Taluka and District - Thane, now falling within the local limits of the Mira Bhayandar Municipal Corporation.
- 7) The report reflecting the flow of the title of the owner JP INFRA & SALASAR BUILDCON LLP on the said Plots is enclosed herewith as annexure.

Encl. Annexure

Date: 14th July, 2021



Adv. A. M. Marlecha

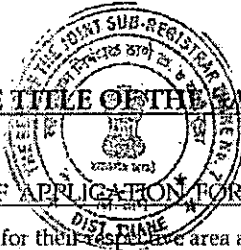
Adv. Anilkumar Marlecha B.Com., LL.M
Advocate, Bombay High Court



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FLOW OF THE TITLE OF THE SAID PLOTS

दस्ता क्र. १११२/२०२१



1. 7/12 EXTRACT AS ON DATE OF APPLICATION FOR REGISTRATION M/S. Seven Eleven Construction Private Limited for their respective area as mentioned herein and Jp Infra & Salasar Buildcon LLP holds the respective area as mentioned in the aforesaid para having title on basis of Deed of Conveyance cum Assignment and Irrevocable Power of Attorney.
2. MUTATION ENTRY DETAILS- No. 2629
3. SEARCH REPORT for 30 years taken from the Sub- Registrar office at Thane District 1, 2, 3, 4, 5, 7 and 10.
4. ANY OTHER RELEVANT TITLE - Title Certificate dated 04th April, 2019, for the period from 1990 to 2019 was carried out and issued by Adv. Nitish Kumar Verma of Saffron Law Firm.
5. LITIGATION IF ANY- Yes
M/s. Gujarat Realtors and M/s. Zone Properties Pvt. Ltd. (being Defendant Nos. 7 and 9 respectively in the Special Civil Suit bearing No. 309 of 2010 in the Court of the Hon'ble Civil Judge, Senior Division Thane) has filed Civil Misc. Application bearing No. 719 of 2020 in the Court of the Hon'ble Joint Civil Judge, Senior Division Thane for rectification of technical error as can be ascertained from the Public Notice dated 17th December, 2020 issued by Adv D. R. Raja on behalf of M/s. Zone Properties Pvt. Ltd. inter-alia in respect of the said Plots. The said Civil Misc. Application vide No. 719 of 2020 is pending before the Hon'ble Court. Though till date no refraining order has been passed or any relief granted that effect the title of the said plots.

Date: 14th July, 2021



Adv. A. M. Marlecha

"या प्रमाणित प्रतीसादी की मर्यादा (क) रुपये मिलाते."
दिनांक :- 02/09/2021
संकेतिक क्रमांक :- 27210019421300110092021140

(नाम :- विमल चरण सिंह)
तलाठी साहाय्यक :- उषा जि. ठाणे

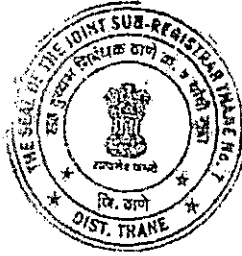
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दस्त क्र. 9572/2028	
ee	924



"या प्रमाणित प्रतीसादी की मूल्य १५० रुपये मिकाते."
दिनांक :- 02/09/2021
संकेतिक क्रमांक :- 272 (000094213001 (0092021141)

। नाव :- *(Signature)*
सहादी साक्षात :- *(Signature)* जणे जि :- ठणे

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दस्त क्र. १२२/२०२४	
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वस्त क्र. १९९२/२०२४	
१०२	१२५



गाव नमुना ६
फेरफार नोंदवही (फेरफार पत्रक).
| महाराष्ट्र जमीन महसुल अधिकार अधिलेख आणि नोंदवही (तयार करणे व सुस्थितीत ठेवणे) नियम, १९६१ यातील नियम १० |

गाव :- नवघर

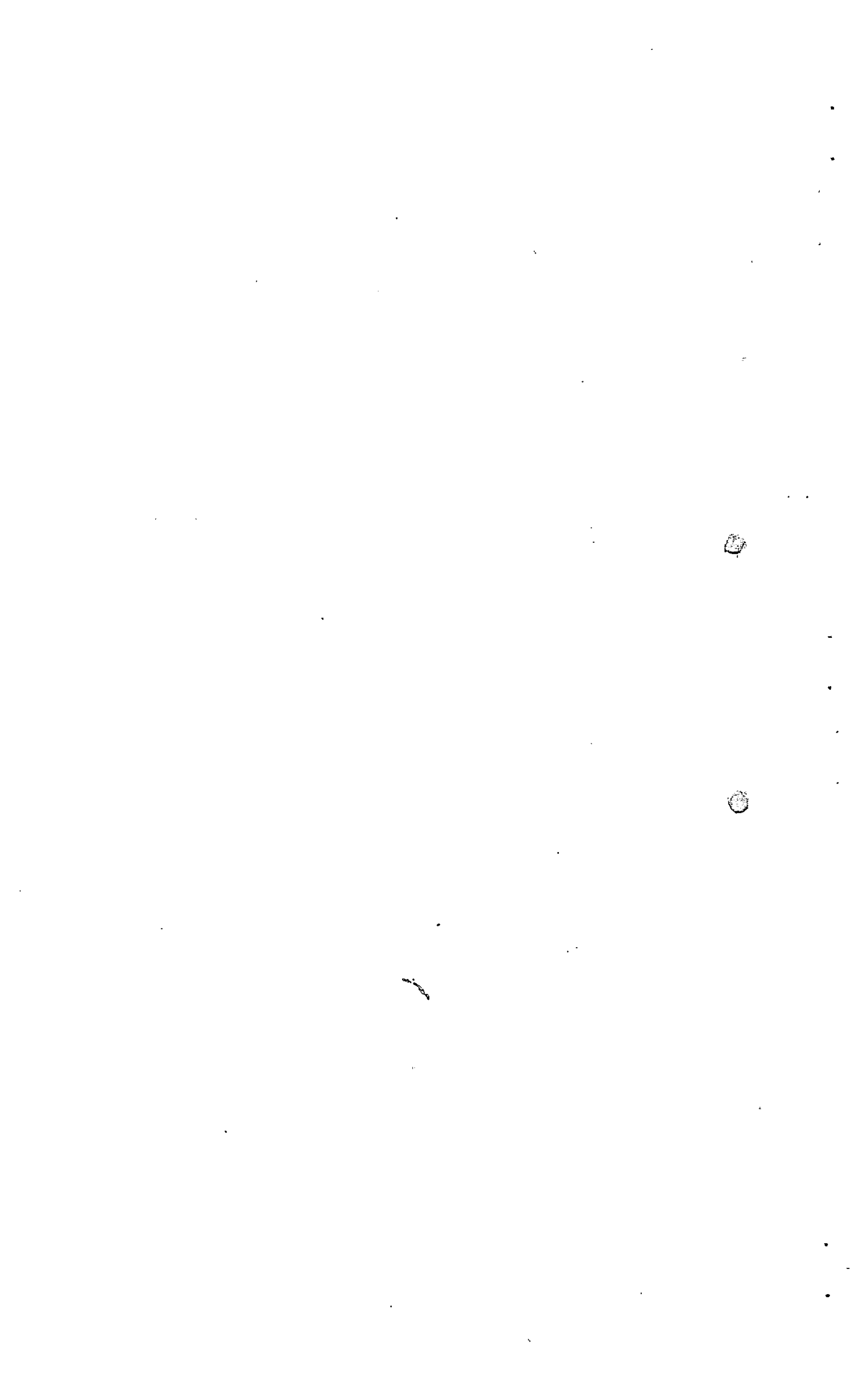
तालुका :- ठाणे

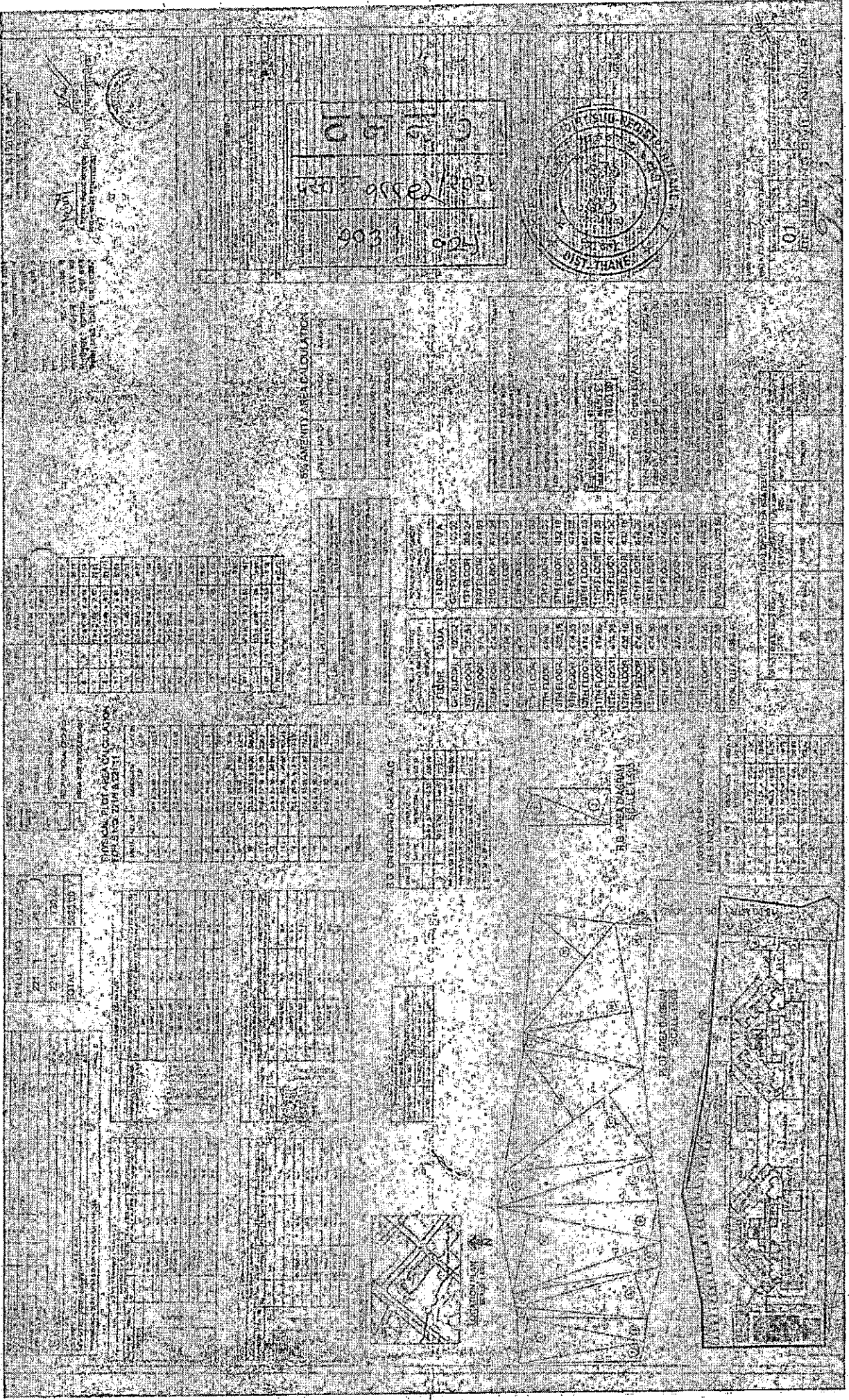
जिल्हा :- ठाणे

नोंदीचा अनुक्रमांक	संपादन केलेल्या अधिकाराचे स्वरूप	परिणाम झालेले भुमापन व उपविभाग क्रमांक	अधिकार्याचे नाव, आदयाक्षरी व शेरा
2769	<p>फेरफाराचा प्रकार : अनौदणीकृत नोंदीचा प्रकार : खरेदी फेरफाराचा दिनांक : 29/07/2021 माहिती मिळालेला दिनांक :- 15/07/2021 खरेदीखताने बाजूस दाखल केलेल्या स.नं.ची जमीन मॅ. जे पी इन्फ्रा अॅण्ड सालासार विल्डकॉन एलएलपी चे भागिदार १) आनंद आर. अय्यवाल तर्फे क.मू म्हणून महेश कोलाटकर २) राजम विजय जैन तर्फे क.मू म्हणून लक्ष्मीनारायण शर्मा यांनी सेवेन इलेवन कन्स्ट्रक्शन प्रायव्हेट लिमिटेड तर्फे डायरेक्टर संजय सखाराम सुर्वे यांच्यासून र.रु.५०,००,०००/- (अक्षरी पन्नास कोटी रुपये मात्र) यास दि. १२/०६/२०२१ रोजी सह दुय्यम निबंधक ठाणे । यांचेकडील नोंदणीकृत खरेदीखत दस्तनोद क्र.१/५३/२०२१ अन्तये कायम खरेदी घेतली असे. सदरची नोंद अधिकार अधिलेख आदयावत करणेकामी केली असे. (नोंद :- वडी अर्ज, इडेवस २ व सह दुय्यम निबंधक ठाणे । यांचेकडील नोंदणीकृत खरेदीखत दस्तनोद क्र.१/५३/२०२१ दि. 12/07/2021 वरून) स.नं. - क्षेत्र (चौ.सि) (जना) नवीन (२२१) १९५१ - ४८९०.०० पैकी ४५०३.०४ (२२१) १९५११ - ७३०.००</p> <p>हितसंबंधितांना नोंदीस वजावल्याचा दि. 30/07/2021 फेरफार नोंद निर्गतीचा दि. 02/09/2021</p> <p>(नितीन नारायण पिंगळे) तलाठी नवघर साझा नवघर ता. ठाणे जि. ठाणे</p>	<p>195/1 195/11</p> <p>एकूण :- 2</p>	<p>वडी अर्ज पाहिला. सह दुय्यम निबंधक ठाणे । यांचेकडील रजि. खरेदीखत दस्त क्र. १/५३/२०२१ दि. 12/07/2021 व सूची क्रमांक दोन पाहिले. दि. इस्टेट इन्व्हेस्टमेंट कॅ.लि. यांचेकडील नाहरकल पत्र क्रमांक - E1/NOC/1631/2019 दिनांक 20/03/2019 व E1/NOC/1632/2019 दिनांक 20/03/2019 पाहिले. शासन निर्णय दि. ०१/०१/२०१६ प्रमाणे सदर जमिनीचा अक्विक वापर खरेदी दिनांकापासून पाच वर्षांचे आत करणेचा आहे. सदरचा ७/१२ हा शेतकरी असल्याचा पुरावा म्हणून वापरता येणार नाही. सदर नोंद प्रमाणित केली असे.</p> <p>(दिपक भास्कर अहिरे) मंडळ अधिकारी :- आईदर ता. : ठाणे जि. : ठाणे दि. : 02/09/2021</p>

"या प्रमाणित प्रतीसाठी फी म्हणून १५/- रुपये मिळाले."
दिनांक :- 02/09/2021
सांकेतिक क्रमांक :- 37210009421300110092021337

(नाव :- नितीन नारायण पिंगळे)
तलाठी साझा - नवघर ता. :- ठाणे जि :- ठाणे





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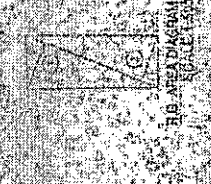
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COVERED AREA	8000
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2ND FLOOR	1000	CONCRETE
3RD FLOOR	1000	CONCRETE
4TH FLOOR	1000	CONCRETE
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6TH FLOOR	1000	CONCRETE
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8TH FLOOR	1000	CONCRETE
9TH FLOOR	1000	CONCRETE
10TH FLOOR	1000	CONCRETE

REINFORCEMENT AREA CALC

NO. OF REINFORCEMENT	100
AREA	1000



REINFORCEMENT AREA CALC

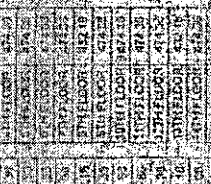
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AREA	1000

FINISH AND AREA CALCULATION

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2ND FLOOR	1000	CONCRETE
3RD FLOOR	1000	CONCRETE
4TH FLOOR	1000	CONCRETE
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7TH FLOOR	1000	CONCRETE
8TH FLOOR	1000	CONCRETE
9TH FLOOR	1000	CONCRETE
10TH FLOOR	1000	CONCRETE

REINFORCEMENT AREA CALC

NO. OF REINFORCEMENT	100
AREA	1000



REINFORCEMENT AREA CALC

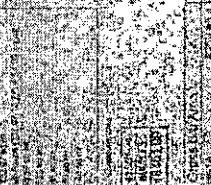
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AREA	1000

FINISH AND AREA CALCULATION

FLOOR	AREA	FINISH
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3RD FLOOR	1000	CONCRETE
4TH FLOOR	1000	CONCRETE
5TH FLOOR	1000	CONCRETE
6TH FLOOR	1000	CONCRETE
7TH FLOOR	1000	CONCRETE
8TH FLOOR	1000	CONCRETE
9TH FLOOR	1000	CONCRETE
10TH FLOOR	1000	CONCRETE

REINFORCEMENT AREA CALC

NO. OF REINFORCEMENT	100
AREA	1000



REINFORCEMENT AREA CALC

NO. OF REINFORCEMENT	100
AREA	1000

MEASUREMENTS

NO. OF FLOORS	10
TOTAL AREA	10000
COVERED AREA	8000
UNCOVERED AREA	2000

FINISH AND AREA CALCULATION

FLOOR	AREA	FINISH
1ST FLOOR	1000	CONCRETE
2ND FLOOR	1000	CONCRETE
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4TH FLOOR	1000	CONCRETE
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9TH FLOOR	1000	CONCRETE
10TH FLOOR	1000	CONCRETE

REINFORCEMENT AREA CALC

NO. OF REINFORCEMENT	100
AREA	1000



REINFORCEMENT AREA CALC

NO. OF REINFORCEMENT	100
AREA	1000

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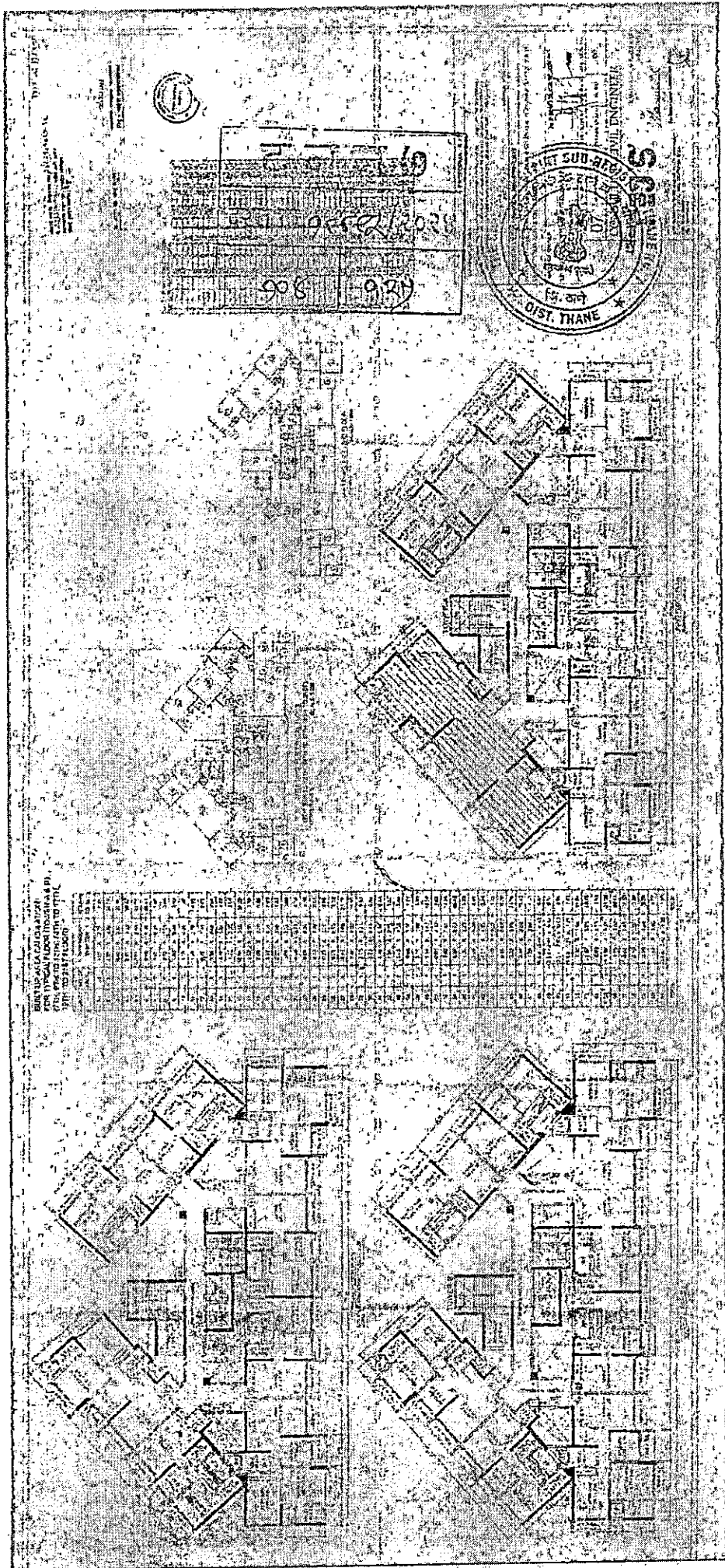
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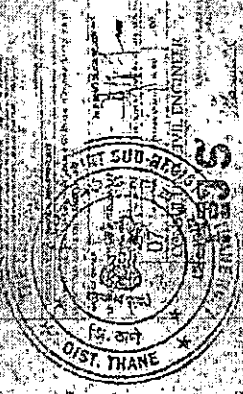
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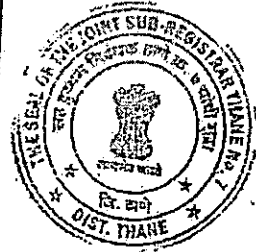


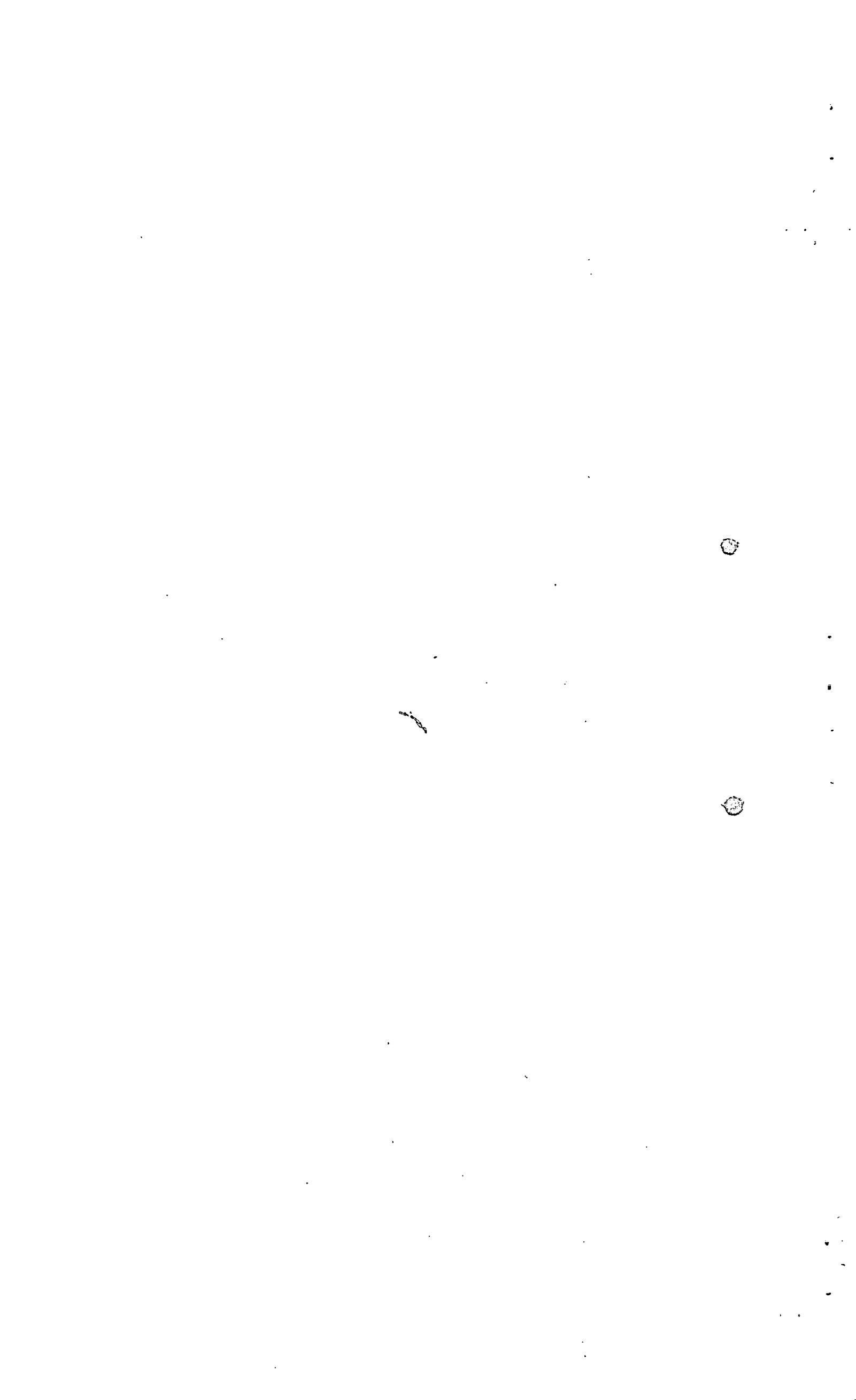
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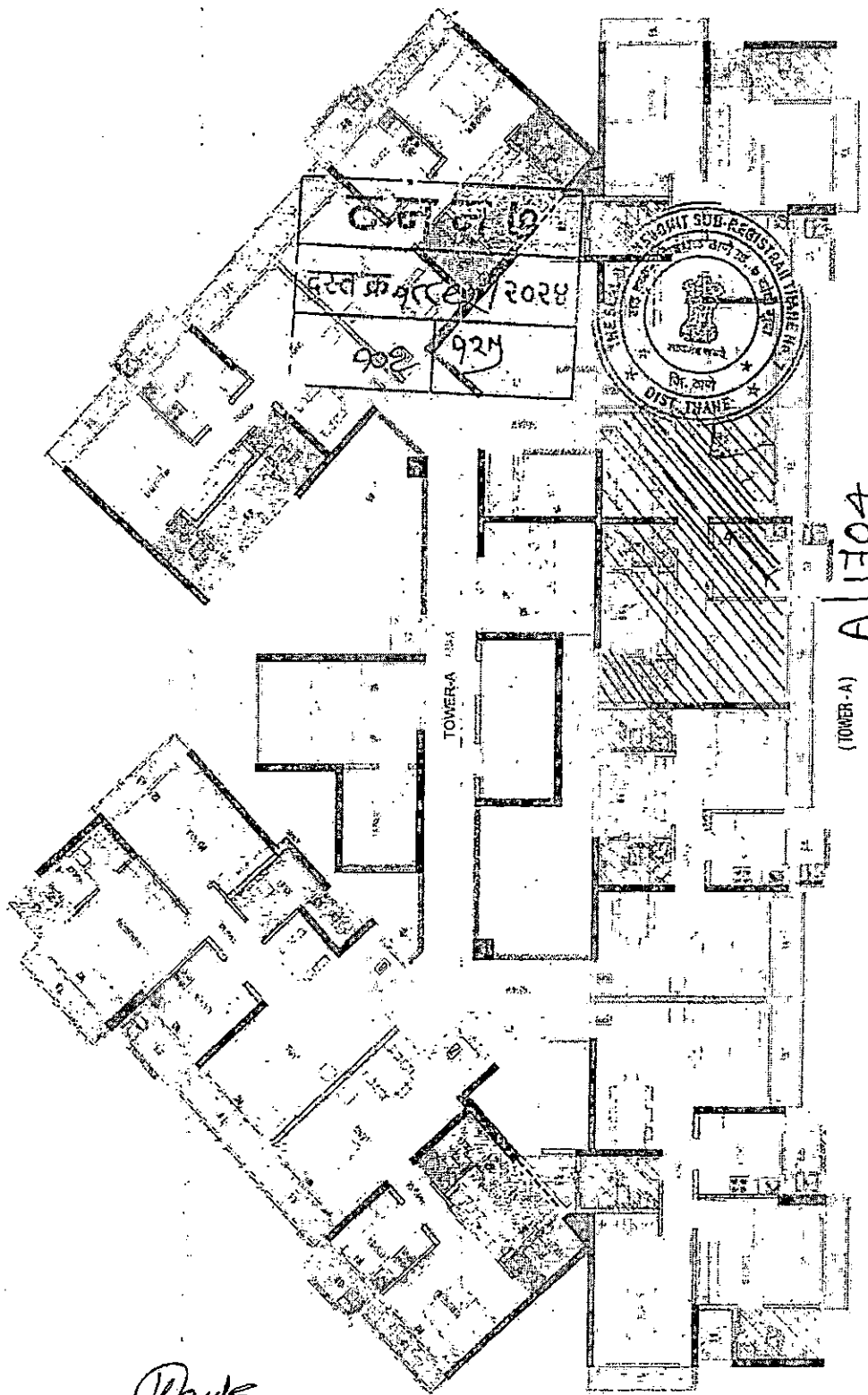
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Page No. 1

Original Date: 12/20/21
Page No. 128

Date: 12/20/21
Page No. 128

वकील का नाम
वकील का पता
वकील का फोन नंबर

शुल्क
शुल्क का प्रकार
शुल्क का मूल्य

वकील का नाम
वकील का पता
वकील का फोन नंबर

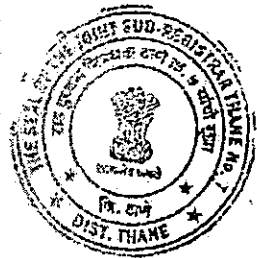
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2) कृपया नोट: यह नोटिस केवल सूचना के लिए है।
3) कृपया नोट: यह नोटिस केवल सूचना के लिए है।

12/20/21

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दस्तावेज क्र. 9562/2028

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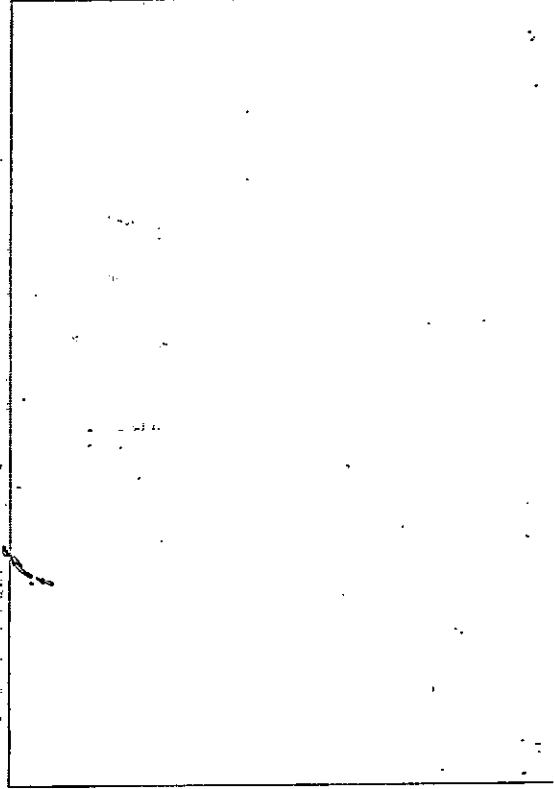
CHALLAN
MTR Form No. 10/2018

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4	Registration Fee	200	200	
5	Stamp Duty	1000	900	
6	Registration Fee	200	200	
7	Stamp Duty	1000	900	
8	Registration Fee	200	200	
9	Stamp Duty	1000	900	
10	Registration Fee	200	200	

Total: 900 + 200 = 1100

Date: 9/24

12/20/21



८.१.१. - ७
 २/२५

SPECIFIC POWER OF ATTORNEY FOR ADMISSION

We undersigned - **M/s. J.P. INFRA & SALASAR BUILDCON LLP**, through its authorized signatory/Director **MR. ANAND R. AGRAWAL & MR. SHUBHAM V. JAIN**, a limited liability partnership firm incorporated and governed by the Limited Liability Partnership Act, 2008, having its registered office at Salasar Business Hub, 1st Floor, Street Valmiki, Near Oman, 125A, Dada, D'Mayandar (B), Thane - 401301, SEND GREETINGS

WHEREAS **M/s. J.P. INFRA & SALASAR BUILDCON LLP** is developing a housing project named "REQUIRE TOWER A & TOWER B" on land bearing Old Survey No. 221, New Survey No. 11, lying and being in the District of Thane, State of Maharashtra, Taluka of Dahanu Thane. On the basis of the said land, the said firm is developing a housing project named "REQUIRE TOWER A & TOWER B" in the District of Thane, State of Maharashtra, Taluka of Dahanu Thane. The said firm is developing the said project in accordance with the provisions of the Maharashtra Real Estate Regulatory Act, 2017 and the Maharashtra Real Estate (Regulation and Construction) Act, 2017. The said firm is also in possession of the necessary approvals and clearances from the relevant authorities for the development of the said project.

AND WHEREAS **MR. ANAND R. AGRAWAL & MR. SHUBHAM V. JAIN**, the authorized signatory/Director of **M/s. J.P. INFRA & SALASAR BUILDCON LLP** in the capacity of the said firm, is hereby authorized to execute, sign, seal, and deliver any and all documents, including but not limited to, the Specific Power of Attorney, Deed of Conveyance, Exchange, Mortgage and other documents, in connection with the development of the said project, in the name of the said firm, and to do all such acts and things as may be necessary or incidental thereto for the purpose of the said project.

८.१.१. - ७
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WE HEREBY ACCEPT:

MRS. NEHA DEELIP KOTHIARI, Dist. Thane, to be true and lawful Attorney for the purpose of registration of such documents.

NOW KNOW YE ALL TO WHOM THESE PRESENTS MAY COME, WE **MR. ANAND R. AGRAWAL & MR. SHUBHAM V. JAIN** through our authorized signatory/Director of **M/s. J.P. INFRA & SALASAR BUILDCON LLP**, do hereby appoint, constitute and appoint as our true and lawful Attorney, **MRS. NEHA DEELIP KOTHIARI**, to do jointly and severally as our Attorney the following acts, deeds, matters and things:

1. To appear before the Joint Sub-Registrar of Assurances concerned in respect of any documents of **M/s. J.P. INFRA & SALASAR BUILDCON LLP** hereinafter executed and to execute, sign, seal and deliver the same, and to do all such acts, deeds and things as may be necessary or incidental thereto for the purpose of the said project.

2. To do all such acts, deeds and things as may be necessary or incidental thereto for the purpose of the said project.

3. To do all such acts, deeds and things as may be necessary or incidental thereto for the purpose of the said project.



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4. This Power of Attorney is given only for above purpose.

5. And we hereby hereto read and confirm all Goals and things done lawfully by our Attorney before Joint Sub-Registrar. To wit verbatim of these presents.

IN WITNESS WHEREOF We **MR. ANAND R. AGRAWAL & MR. SHUBHAM V. JAIN** through its authorized signatory/Director of **M/s. J.P. INFRA & SALASAR BUILDCON LLP** have hereunto set and subscribed our hands as executors of this SPECIFIC POWER OF ATTORNEY FOR ADMISSION on this 15th day of June, 2024.

SCHEDULE OF PROPERTY
PROJECT NAME - "REQUIRE TOWER A & TOWER B"
 All that piece or parcel of land bearing Old Survey No. 221, New Survey No. 11, lying and being in the District of Thane, State of Maharashtra, Taluka of Dahanu Thane. The said land is situated in the vicinity of the said firm's office at Salasar Business Hub, 1st Floor, Street Valmiki, Near Oman, 125A, Dada, D'Mayandar (B), Thane - 401301.

SIGNED SEALED AND DELIVERED
 By the undersigned
J.P. INFRA & SALASAR BUILDCON LLP,
 through its authorized signatory/Director
MR. ANAND R. AGRAWAL

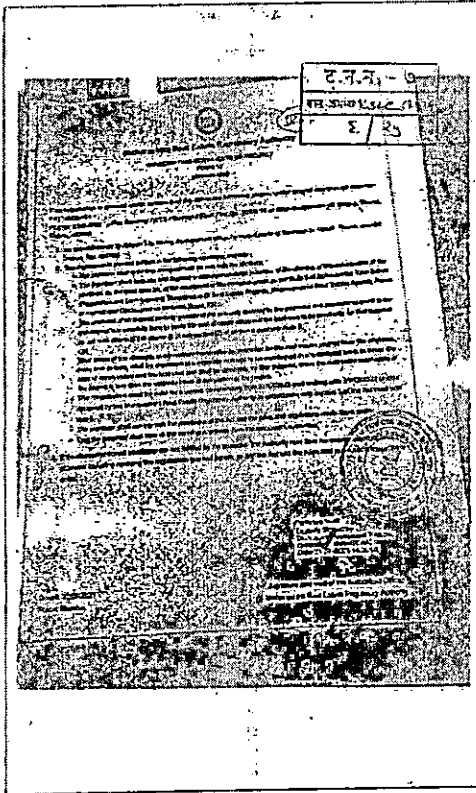
८.१.१. - ७
 ७/२५

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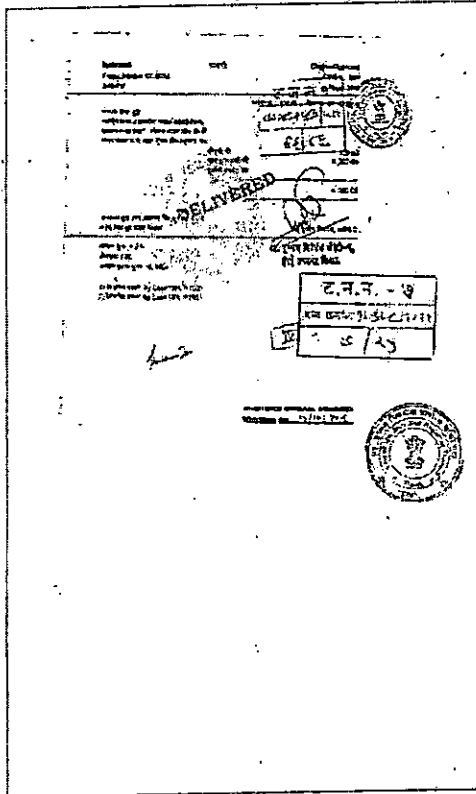
WE ACCEPT:

MRS. NEHA DEELIP KOTHIARI
 Signature: Dist. Thane Impression:

MRS. KAVITA DEELIP KOTHIARI
 Signature: Dist. Thane Impression:



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दस्तावेज क्र १०८२२/२०२४	
१०८	१२५



ट.न.न. - ७	
दस्तावेज क्र १०८२२/२०२४	
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DETAILED FOR Rs. 100.00	
Sl. No.	Description
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Sanction 1 (Discharge/Death Cert) Page 1 of 1

Application No. /

Date:

Applicant:

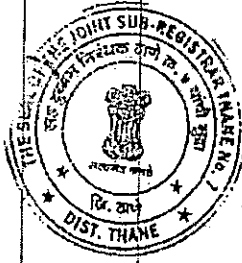
Signature:

Stamp: 

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23/2/24

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Sanction 1 (Discharge/Death Cert) Page 2 of 2

Application No. /

Date:

Applicant:

Signature:




Stamp: 


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2. **२३/२/२४**

3. **२५**

Sanction 1 (Discharge/Death Cert) Page 3 of 3

No.	Name	Age	Relationship	Signature	Date
1					
2					
3					

Stamp: 

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२३/२/२४

२५

प्रतिज्ञापत्र / घोषणापत्र

मी/आम्ही खालील सही करणार प्रतिज्ञापत्राद्वारे घोषित करतो की, मा. नोंदणी महानिरीक्षक व मुद्रांक नियंत्रक, महाराष्ट्र राज्य पुणे यांचे दि. 30.11.2013 रोजीचे परिपत्रकाचे काळजीपूर्वक वाचन केलेले आहे. त्यातील सर्व अटी शर्ती आम्हास कबूल आहेत. तसेच नोंदणीसाठी सादर केलेल्या दस्तऐवजामधील मिळकत हि फसवणुकद्वारे अथवा दुबार विक्री होत नाही. मी/आम्ही सदर दस्तातील मिळकतीबाबत अभिलेखात शोध घेतलेला आहे. दस्तातील लिहून देणार/घेणार/कुलमुखत्यारधारक हे खरे असून आज रोजी आम्ही सर्व हयात आहोत व खात्री करून देण्यासाठी या दस्तासोबत दोन प्रत्यक्ष चांगल्याप्रकारे ओळखणारे इंसम स्वाक्षरीसाठी घेऊन आलो आहे. सदर नोंदणीचा दस्तऐवज निष्पादित करताना नोंदणी प्रक्रियेनुसार आमची वैयक्तिक मालकी (Title) तसेच मिळकतीचे मालकाने नेमून दिलेल्या कुलमुखत्यारधारक (P. A. Holder) लिहून देणार हे ह्यात आहेत व उक्त कुलमुखमुखत्यारपत्र अद्यापही अस्तीत्वात आहे व ते आजपावतो रद्द झालेले नाही याची मी / आम्ही खात्री देत आहोत. सदरची मिळकत शासन मालकीची नसून अतिक्रमण केलेली नाही. दस्तातील मिळकतीवर कोणतेही शासकीय, निमशासकीय कर्ज, हक्क, बोजा, हितसंबंध बँक बोजे, विकसन बोजे नाहीत. भविष्यात तसे काही निघाल्यास मी/आम्ही देणार, घेणार जबाबदार राहू याची जाणीव आहे दस्तातील मिळकती बाबतचे मी/आम्ही आर्थिक व्यवहार पूर्ण करून दस्तऐवज साक्षीद्वारा समक्ष निष्पादित केलेला आहे.

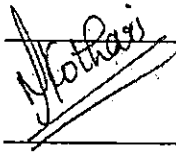
नोंदणी अधिनियमानुसार या दस्तासोबत नोंदणी प्रक्रियेमध्ये जोडण्यात आलेले पूरक कागदपत्रे हे खरे आहेत. दस्तातील मिळकतीचा हस्तांतरणाबाबत कोणत्याही मा. न्यायालय/शासकीय कार्यालयाचा मनाई हुकुम नाही. तसेच दावा दाखल नाही किंवा प्रस्तावित नाही. नोंदणी नियम 1961 चे नियम 44 नुसार बाधित होत नाही. याची मी/आम्ही खात्री देत आहोत. मी/आम्ही नोंदविलेल्या व्यवहारात भविष्यात कायदानुसार मुद्रांक शुल्क किंवा नोंदणी फी कमी लावली/कमी पडली/बुडाली असल्यास ती शासन जमा करण्याची जबाबदारी घेणार देणार म्हणून आमची राहिल हे आम्हास कबूल आहे.

मा. न्यायालयाने दिलेल्या निर्णयानुसार (मा. उच्च न्यायालय नागपूर यांनी गोपाल द्वारकादास पांडे विरुद्ध जिल्हाधिकारी भंडारा व इतर रिट पिटीशन क्र. 29/2003, मध्ये 24/03/2003 रोजी दिलेल्या निकाल) विक्रेता यांचे मिळकतीचे मालकी हक्क (Title) तपासून पहाण्याची जबाबदारी नोंदणी अधिकाऱ्याची नाही. (Title Verification) मालकी हक्काची पडताळणी करण्याची जबाबदारी ही ट्रान्झॅक्शन ऑफर्स अँड अँड, 1882 कलम 55 नुसार संबंधित व्यवहार करणाऱ्या उभय पक्षकारांची असते याची आम्हास पूर्ण जाणीव आहे.

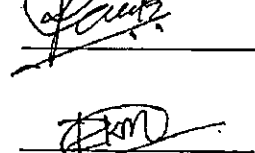
स्थावर मिळकतीविषयी सध्या होत असलेली फसवणुक/बाधा/संगुणमत व त्या अनुषंगाने पोलीस दस्तऐवज दाखल होत असलेले गुन्हे हे माझ्या दस्तऐवजातील मिळकतीविषयी होऊ नये म्हणून नोंदणी अधिनियम 1908 चे कलम ८२ तरतुदीचे अधीन राहून मी/ आम्ही प्रतिज्ञापत्र/घोषणापत्र लिहून देत आहोत. तसेच मी/आम्ही नोंदणी प्रक्रियेमध्ये कोणत्याही प्रकारचे गुन्हा घडणारे कृत्य केलेले नाही. भविष्यात कोणत्याही प्रकारचा कायदेशीर प्रश्न उदभवल्यास किंवा कोणतेही गुन्हे घडल्यास मी/आम्ही व दस्तऐवजातील सर्व निष्पादक व ओळख देणारे जबाबदार राहणार आहोत. याची आम्हास पूर्ण जाणीव आहे.

नोंदणी अधिनियम 1908 चे कलम 83 भारतीय दंड संहिता 1960 मधील नमूद असलेल्या 7 वर्षांच्या शिक्षेस मी/आम्ही पात्र राहणार आहोत याची मला/आम्हाला पूर्णपणे जाणीव आहे. त्यामुळे हे प्रतिज्ञापत्र/घोषणापत्र दस्ताचा भाग म्हणून जोडत आहे.

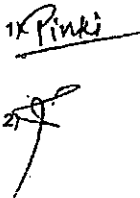
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लिहून घेणार:

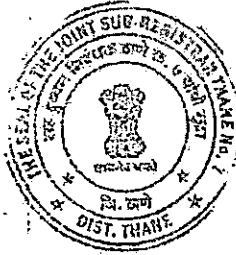


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भारत सरकार
Government of India

कमलेश के मिश्री
Kamlesh K Mistry
जन्म तारीख / DOB : 23/11/1972
पुरुष / Male

9510 0119 7788

आधार - सामान्य माणसाचा अधिकार

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA

कमलेश के मिश्री
KAMLESH K MISTRY
केशव लाल वाशराम
KESHAV LAL VASHRAM

31/11/1972
आयकर अकाउंट नंबर
AKRPPM0893J

Signature

भारत सरकार
GOVERNMENT OF INDIA

रीना कमलेश मिश्री
Reena Kamlesh Mistry

जन्म वर्ष / Year of Birth : 1978
स्त्री / Female

4367 1535 7693

आधार - सामान्य माणसाचा अधिकार

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
AYLPM1885G

नाम / Name
REENA KAMLESH MISTRY

पिता का नाम / Father's Name
DALPATRAI SAVJIBHAI JOLAPURA

जन्म की तारीख / Date of Birth
31/01/1978

हस्ताक्षर / Signature

भारत सरकार
GOVERNMENT OF INDIA

पिंकी गौतम पराडकर
Pinki Gautam Paradkar
जन्म तारीख / DOB : 16/04/1989
महिला / FEMALE
Mobile No. 7045091634

2886 1048 8498

आधार सामान्य लोक अभिक्रम

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Data of Bank Receipt for GRN MH009540600202425R
Bank - PUNJAB NATIONAL BANK

Bank/Branch :
 Pmt Txn id : 091024M1091088 Simple Receipt
 Pmt DtTime : 09/10/2024 15:32:44 Print DtTime :
 ChallanIdNo : 03006172024100950061 GRAS GRN : MH009540600202425R
 District : 1201 / THANE GRN Date : 09/10/2024 18:15:57
 Office Name : IGR119 / THN7_THANE NO 7 JOINT SUB REGISTRAR

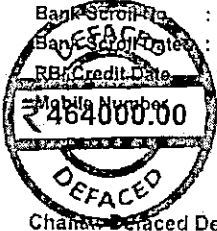
StDuty Schm : 0030046401-75/ Stamp Duty(Bank Portal)
 StDuty Amt : Rs 4,34,000.00/- (Rs Four Lakh Thirty Four Thousand Rupees Only)

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

Only for verification not to be printed and used

Article : B25
 Prop Mvblty : Immovable Consideration : 61,99,924.00/-
 Prop Descr : 1704 17TH FLR,ESQUIRE TOWER A,NAVGHAR, , BHAYANDAR EAST
 : THANE,Maharashtra
 : 401105
 Duty Payer : PAN-AK RPM0893J KAMLESH K MISTRY AND REENA K MISTRY
 Other Party : PAN-AANFJ1945N MS JP INFRA AND SALASAR BUILDCONLLP

Bank Scrip No : 1
 Bank Scrip Date : 10/10/2024
 RBI Credit Date : 10/10/2024
 Mobile Number : 9820137324



Challan Defaced Details

Sr. No.	Remarks	Dofacement No.	Defacement Date	UserId	Defacement Amount
1	(IS)-337-18892	0005474758202425	17/10/2024-16:28:01	IGR119	30000.00
2	(IS)-337-18892	0005474758202425	17/10/2024-16:28:01	IGR119	434000.00
Total Defacement Amount					4,64,000.00

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मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)					
Valuation ID	20241017S169			17 October 2024, 01:32:45 PM	
मूल्यांकन वर्ष	2024				
जिल्हा	ठाणे				
मूल्य विभाग	तालुका : ठाणे				
उप मूल्य विभाग	11/21-डब्ल्यू भू.विभाग नवघर गांवातील वरील विभाग - व्ही * मधील मिळकती वगळता उरलेल्या उत्तरेकडील सर्व मिळकती				
क्षेत्राचे नांव	Mira Bhaidor, Municipal Corporation		सर्व्हे नंबर / न. भू. क्रमांक:	सर्व्हे नंबर/195	
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.	खुली जमीन	निवासी रादनिका	कार्यालय	दुकाने	औद्योगिक
26920	84200	90000	90000	105200	90000
बांधीव क्षेत्राची माहिती	बांधकाम क्षेत्र (Built Up)	43.945 चौ. मीटर	मिळकतीचा वापर - मिळकतीचे वय - मजला -	निवासी रादनिका 0 TO 2वर्षे 11th to 20th Floor	मिळकतीचा प्रकार - बांधकामाचा दर - कार्पेट क्षेत्र -
	बांधकामाचे वर्गीकरण - उद्वसन सुविधा -	1-आर सी.सी आहे			बांधीव Rs.26620/- 39.95 चौ. मीटर
Sale Type - First Sale. Sale/Resale of built up Property constructed after circular dt.02/01/2018					
मजला निहाय घट/वाढ = 107.3 / 100 Apply to Rate = Rs.90515/-					
घसा. यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर = ((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा. यानुसार टक्केवारी) + खुल्या जमिनीचा दर = (((90515-26920) * (100 / 100)) + 26920) = Rs.90515/-					
A) मुख्य मिळकतीचे मूल्य = वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 90515 * 43.945 = Rs.3977681.675/-					
Applicable Rules = 3, 9, 18, 19					
<p>एकत्रित अंतिम मूल्य</p> <p>= मुख्य मिळकतीचे मूल्य + संपन्नते मूल्य + येथे नसलेल्या क्षेत्र मूल्य + संपन्नता मधील मूल्य (खुली जमीन) + वरील गमनीचे मूल्य + बांधकामाचे मूल्य + खुल्या जमिनीचे मूल्य + इतर मिळकतीचे मूल्य + इतर मिळकतीचे मूल्य + बांधकामाचे मूल्य + बांधकामाचे मूल्य + स्वयंचालित बांधकाम</p> <p>= A + B + C + D + E + F + G + H + I + J</p> <p>= 3977681.675 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0</p> <p>= Rs.3977681/-</p> <p>= २ एकोयचाळीस लाख सत्याहत्तर हजार सहा शो व्याशेसी/-</p>					

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337/18892

गुरुवार, 17 ऑक्टोबर 2024 4:28 म.नं.

दस्त गेपवारा भाग-1

टनन7

दस्त क्रमांक: 18892/2024

दस्त क्रमांक: टनन7 /18892/2024

वाजार मुल्य: रु. 39,77,682/-

मोवदला: रु. 61,99,924/-

भरलेले मुद्रांक शुल्क: रु.4,34,000/-

हु. नि. सद्. दु. नि. टनन7 यांचे कार्यालयाने

पावती:20256

पावती दिनांक: 17/10/2024

अ. क्रं. 18892 वर दि.17-10-2024

सादरकरणाचे नाव: कमलेश केशवनाथ मिश्री - -

रोजी 4:26 म.नं. वा. हजर केला.

नोंदणी फी

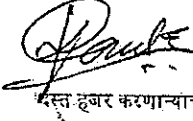
रु. 30000.00

दस्त हाताळणी फी

रु. 2500.00

पृथांची संख्या: 125

एकूण: 32500.00



दस्त हजर करणाऱ्याची सही:



Joint Sub Registrar Thane 7



Joint Sub Registrar Thane 7

दस्ताचा प्रकार: कारारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थानगत असलेल्या कोणत्याही वटक क्षेत्राच्या हद्दीत किंवा उप-खंड (सोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्रं. 1 17 / 10 / 2024 04 : 26 : 17 PM ची वेळ: (सादरीकरण).

शिक्का क्रं. 2 17 / 10 / 2024 04 : 27 : 22 PM ची वेळ: (फी).

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दस्त क्र. १८८९२/२०२४

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दस्तावेज प्रकार भाग-2

दस्तावेज क्रमांक: 18892/2024

दस्तावेज क्रमांक: 18892/2024
दस्तावेज प्रकार: करारनामा

अनु क्र.	पक्षकारांचे नाव व पत्ता	पक्षकाराचा प्रकार	द्वामाचिच	उता प्रमाणित
1	नाव: संजय डी. पी. इन्फ्रा आणि साप्तासत्र विल्डकोन एल एल पी चे भागीदार आनंद अणुबान यांच्या तर्फे कु. मु. - म्हणून वेदा दिलीप कोठारी पत्ता: फ्लॉट नं. - माळ्या नं. - इमारतीचे नाव: पहिला मजला साप्तासत्र विमानतळ हाउस, धी थल्लंथ डीमार्ट च्या जवळ, 150 फुट रोड भाईंदर पश्चिम, ब्लॉक नं. - रोड नं. - महाराष्ट्र, ठाणे. पिन नंबर: AANFJ1945N	विहून वेपार पिन :- 33 <i>Not Pass</i>		
2	नाव: कमलेश केशवबाळ मिस्त्री - - पत्ता: फ्लॉट नं. - माळ्या नं. - इमारतीचे नाव: वी 205, माई चरणम सी विल्डिंग, नवघर फाटक रोड चाई बाबा मंदीर शिर्डी नगर जवळ भाईंदर पूर्व, ब्लॉक नं. - रोड नं. - महाराष्ट्र, THANE. पिन नंबर: AKRPM0893J	विहून वेपार वय :- 51 स्वाधारी:- <i>Pass</i>		
3	नाव: रीना कमलेश मिस्त्री - - पत्ता: फ्लॉट नं. - माळ्या नं. - इमारतीचे नाव: वी 205, माई चरणम सी विल्डिंग, नवघर फाटक रोड चाई बाबा मंदीर शिर्डी नगर जवळ भाईंदर पूर्व, ब्लॉक नं. - रोड नं. - महाराष्ट्र, THANE. पिन नंबर: AYLPM1085G	विहून वेपार वय :- 46 स्वाधारी:- <i>Pass</i>		

परीत दस्तऐवज करून देणारे उपाकधीत करारनामा चा दस्तऐवज करून दिल्याचे फवुल करताना. शिक्का क्र.3 ची वेळ: 17/10/2024 04:31:32 PM

भोळकट:- दस्तऐवज निष्पादनाचा फवुलीजबाब देणाऱ्या सर्व पक्षकारांची ओळख समती-आधारित - आधार प्रणासीदारे पढताळण्यात आली आहे. त्याबाबत प्राप्त माहिती पुढीलप्रमाणे आहे.

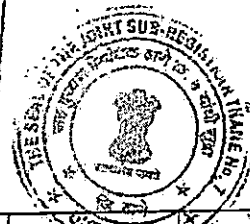
Sr. No.	Type of Party & Name	Date & Time of Verification with UJDAI.	Information received from UJDAI (Name, Gender, UID, Photo)
1	विहून वेपार संजय डी. पी. इन्फ्रा आणि साप्तासत्र विल्डकोन एल एल पी चे भागीदार आनंद अणुबान यांच्या तर्फे कु. मु. - म्हणून वेदा दिलीप कोठारी	17/10/2024 04:32:02 PM	वेदा दिलीप कोठारी F 1169906618953453568
2	विहून वेपार कमलेश केशवबाळ मिस्त्री - -	17/10/2024 04:31:08 PM	कमलेश क. मिस्त्री M 1296427888229769216
3	विहून वेपार रीना कमलेश मिस्त्री - -	17/10/2024 04:30:48 PM	रीना कमलेश मिस्त्री F 1296427806898020352

शिक्का क्र.4 ची वेळ: 17/10/2024 04:32:03 PM

शिक्का क्र.5 ची वेळ: 17/10/2024 04:32:15 PM नोंदणी पुस्तक 1 मध्ये

Joint Sub-Registrar Thane 7

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दस्तावेज क्र 18892/2024
१२५ १२५



Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date.
1	KAMLESH K MISTRY AND REENA K MISTRY	eSBTR/Simple Receipt	030061720241009503	प्रमाणित करण्यात येते की, या दस्तऐवजचे प्रमाणित १२५ पाने आहेत. सदां दस्तऐवज के. अ. क्र. ... AKRPM0893J ... वर नोंदला आहे. MH009540600202425R	434000.00	SD	0005474758202425	17/10/2024
2		DHC		1024177814585	2000	RF	1024177814585D	17/10/2024
3		DHC		1024170114642D	500	RF	1024170114642D	17/10/2024
4	KAMLESH K MISTRY AND REENA K MISTRY	eSBTR/Simple Receipt		सह. दुय्यम निबंधक, वॉ-२, ठाणे क्र. ७. दि. 17/10/2024 MH009540600202425R	3000	RF	0005474758202425	17/10/2024

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

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

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



17/10/2024

सूची क्र.2

दुस्यम निबंधक : सह दु.वि.ठाणे 7

दस्त.क्रमांक : 18892/2024

नोंदणी :

Regn:63m

गावाचे नाव.: नवघर

(1) विलेखाचा प्रकार	करारनामा
(2) मोंवदला	6199924
(3) वाजारभावा(भाडेपट्ट्याच्या वातवितपट्टाकार आकारणी देतो-की पट्टेदार ते नमुद करावे)	3977681.675
(4) भू-मापन,मोटहिस्सा व परतर्मांक(असल्यास)	1) पादिकेचे नाव:मिरा-भाईदर मनपा इतर वर्णन :- इतर माहिती: , इतर माहिती: मोंजे नवघर,वाडे -इक्यु:विभाग - 11/41,सदनिका क्र-1704,सवराजा मजला,एस्कायर टॉवर ग,नवघर,भाईदर पूर्व. ठाणे(सदनिकेचे क्षेत्र 39.95 चौ. मीटर रेटा कारसेट) (Survey Number : 195/1;)
(5) क्षेत्रफळ	1) 39.95 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात कसेल वेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुजुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-मेसर्स जे. पी. इन्फ्रा-आणि सात्सवर विल्डकॉन एल.एल.पी चे भागीदार आनंद अग्रवाल यांच्या वर्क कु.मु. - म्दपून वेव्हा दिवाणी कोठारी वय:-33; पत्ता:-स्वॉट नं. :-, माळा नं. :- इमारतीचे नाव: पहिला मजला सात्सवर विमानम ह्राउस , थी वल्लभ डीमार्ट च्या जवळ ,150 फुट रोड भाईदर पश्चिम, ब्लॉक नं. :-, रोड नं. :-, महाराष्ट्र, मुंबई. पिन कोड:-401101 पॅन नं:- AANFJ1945N
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुजुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-कमलेश केशवदास मिश्री :- वय:-51; पत्ता:-स्वॉट नं. :-, माळा नं. :-, इमारतीचे नाव: वी 205, माई चरणम सी विल्डिंग , नवघर फाटक रोड माई सावा मंदीर शिडी नगर जवळ भाईदर पूर्व , ब्लॉक नं. :-, रोड नं. :-, महाराष्ट्र, THANE. पिन कोड:-401105 पॅन नं:-AKRPM0893J 2): नाव:-रीना हनुमेश मिश्री :- वय:-46; पत्ता:-स्वॉट नं. :-, माळा नं. :-, इमारतीचे नाव: वी 205, माई चरणम सी विल्डिंग , नवघर फाटक रोड माई सावा मंदीर शिडी नगर जवळ भाईदर पूर्व , ब्लॉक नं. :-, रोड नं. :-, महाराष्ट्र, THANE. पिन कोड:-401105 पॅन नं:-AYLPM1885G
(9) दस्तऐवज करून दिल्याचा दिनांक	17/10/2024
(10) दस्त नोंदणी केल्याचा दिनांक	17/10/2024
(11) अनुक्रमांक,खंड व पृष्ठ	18892/2024
(12) वाजारभावाप्रमाणे मुद्रांक शुल्क	434000
(13) वाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शंरा	

मुद्रांकनामाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारलाना निवडलेला अनुच्छेद :-

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

सह दुस्यम निबंधक वर्ग. २
ठाणे क्र ७



Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Lcance	Amount	Used At	Deface Number	Deface Date
1	KAMLESH K MISTRY AND REENA K MISTRY	eSBTR/Simple Receipt	03008172024100950C61	MH009540600202425R	434000.00	SD	0005474758202425	17/10/2024
2		DHC		1024177814585	2000	RF	1024177814585D	17/10/2024
3		DHC		1024170114642	500	RF	1024170114642D	17/10/2024
4	KAMLESH K MISTRY AND REENA K MISTRY	eSBTR/SimpleReceipt		MH009540600202425R	30000	RF	0005474758202425	17/10/2024

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