

Tina Tröker

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Original/Duplicate

Wednesday, November 06, 2024

नोंदणी क्र.: 39M

12:26 PM

Regn.: 39M

पावती क्र.: 24434 दिनांक: 06/11/2024

गावाचे नाव: नवघर

दस्तऐवजाचा अनुक्रमांक: टनन4-21928-2024

दस्तऐवजाचा प्रकार : करारनामा

मादर करणाऱ्याचे नाव: टीना भंगलचंद ठाकूर -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2460.00

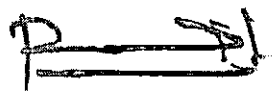
पृष्ठांची संख्या: 123

एकूण:

रु. 32460.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

12:45 PM ह्या वेळेस मिळेल!


Joint Sub Registrar, Thane 4

वाजार मुल्य: रु.4663728,048 /-

मोवदला रु.7147444/-

भरलेले मुद्रांक शुल्क : रु. 500500/-

सह. दुय्यम निबंधक वर्ग-१
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1) देयकाचा प्रकार: DHC रकम: रु.2000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1124063603864 दिनांक: 06/11/2024

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रकम: रु.460/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1124063603925 दिनांक: 06/11/2024

बँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH010029431202425R दिनांक: 06/11/2024

बँकेचे नाव व पत्ता: Panjab National Bank

मुद्रांक शुल्क माफी अमल्यास तपशिल :-

1) Mudrank 2021/UOR12/CR107/M1 (Policy) : For Women : Mudrank 2021/UOR12/CR107/M1

(Policy) : For Women - Corporations Area





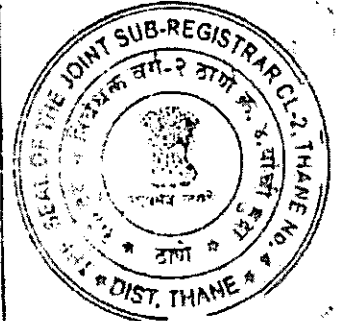
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MTR Form Number-6



GRN	MH010029431202425R	BARCODE	[Barcode]		Date	18/10/2024-16:12:39	Form ID	B25
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Bank Portal - Simple Receipt			TAX ID / TAN (If Any)				
				PAN No.(If Applicable)	AEOPT0836M			
Office Name	THN4_THANE NO 4 JOINT SUB REGISTRA			Full Name	TINA M THAKUR			
Location	THANE			Flat/Block No.	1606,ELANZA A WING,NAVGHAR,			
Year	2024-2025 One Time.			Premises/Building				
Account Head Details		Amount In Rs.		Road/Street	BHAYANDAR EAST			
0030046401	Stamp Duty(Bank Portal)		500500.00	Area/Locality	THANE,Maharashtra			
0030063301	Registration Fee		30000.00	Town/City/District				
				PIN	4 0 1 1 0 5			
				Remarks (If Any)	Prop mvblty=Immovable-Prop Amt=7147444.00-Prop area=442.00-Prop area UOM=sq.feet-oth Prop ID=PAN-AFDFS1706F-oth Prop Name=MS STONEWALL BUILDCON LLP-			
				Amount In	Five Lakh Thirty Thousand Five Hundred Rupees Only			
Total			5,30,500.00	Words				
Payment Details				FOR USE IN RECEIVING BANK				
PUNJAB NATIONAL BANK				Bank CIN	Ref. No.	03006172024101850067	181024M702484	
Cheque-DD Details				Bank Date	RBI Date	18/10/2024-12:59:03	Not Verified with RBI	
Name of Bank				Bank-Branch		PUNJAB NATIONAL BANK		
Name of Branch				Scroll No. , Date		Not Verified with Scroll		

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : 9820137324
सदर चलान केवल दुय्यम निवेशक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलान लागू नाही.

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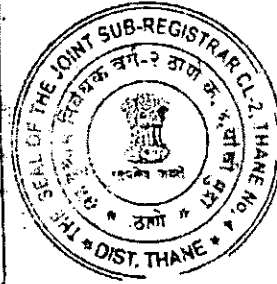


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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is made at Mira-Bhayandar, Dist. Thane, on this 06th day of November, 2024; **BETWEEN**

STONEWALL BUILDCON LLP, a Limited Liability Partnership registered as per the provisions of Limited Liability Partnership Act, 2008, Registration No.ACD4677 PAN No.AFDIFS1706F, having address at 101, New Sai Kripa Building, Modi Patel Road, Bhayandar (West), Thane - 401 101; hereinafter referred to as the "**PROMOTER**" (which expression shall unless it be repugnant to the context and meaning thereof be deemed to include the said LLP and all its Partners from time to time and their respective legal heirs, executors, nominees, assigns and administrators at all times) of **ONE PART**

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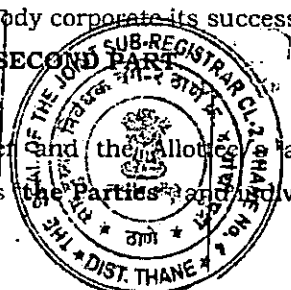
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SMT. TINA MANGALCHAND THAKUR, Adult/s, Indian Inhabitant/s / a partnership firm registered under the Indian Partnership Act, 1932 / a private limited / public company registered under the provisions of the Companies Act, 1956 / 2013, having their address for the purpose of these presents at A/102, Indu Sagar, Plot No.5, Near Charkop Bus Depot, Sector-7, ^{Kandivali} ~~Malad West~~, Mumbai-400067; hereinafter referred to as "Allottee/s" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual/s (his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm; the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the HUF and in case of a coparcenary, the coparcenary and survivor/s of them and 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)

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Part of the SECOND PART and the Allottee/s are hereinafter collectively referred to as the Parties and individually as a "Party".

WHEREAS:

- A. By diverse deeds, factors and documents one Mr. Niket Khushal Rambhia became owner vide registered Deed of Conveyance dated 22/04/2013 [Regn. No.TNN-2/6262/2013] of all that piece and parcel of Old Survey No.462, Hissa No.4 corresponding New Survey No.138, Hissa No.4, admeasuring 3110 sq. meters (as

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recorded in the Old 7/12 extract) lying, being and situated at Village Navghar, Taluka and District Thane, within the time of Mira Bhayandar Municipal Corporation, Registration District and Sub-District of Thane within the time of Mira Bhayandar Municipal Corporation, Registration District and Sub-District of Thane and hereinafter referred to as the "said Entire Land A" and accordingly, by and vide a Mutation Entry No.1146, the name of the said Mr. Niket Khushal Rambhia, came to be mutated in the 7/12 Extract of the said Entire Land A.

B. An area admeasuring 807.49 sq.mtrs. out of the said Entire Land A is falling under 18-meter-wide road, subsequently by and vide a duly registered Agreement dated 25/11/2022 [Regn. No.TNN-4/19569/2022 dated 25/11/2022] the said Mr. Niket Khushal Rambhia have handed over the portion of land falling under 18-meter-wide D.P.Road of area 807.49 sq.mtrs. out of the said Entire Land A to Mira Bhayandar Municipal Corporation, in terms of the Development Rules and accordingly name of MBMC is mutated in 7/12 Extract for the portion of land admeasuring 807.49 sq.mtrs. vide Mutation Entry No.3253.

C. Balance portion admeasuring 2302.51 sq.mtrs. of the said Entire Land A (balance area after handing over area of 807.49 sq.mtrs. to MBMC) out of the said Entire Land A is mutated in 7/12 Extract by Mutation Entry bearing No.3253 in the name of Mr. Niket Khushal Rambhia and more particularly described in **Firstly** in the **First Schedule** written hereunder, is referred to as "The said Land A".

D. Simultaneously, by diverse deeds, factors and documents Niket Khushal Rambhia also became owner vide registered Deed of Conveyance dated 15/04/2015 [Regn. No.10/5572/2015] of all that piece and parcel of Old Survey No. 138, Hissa No.7 corresponding New Survey No.138, Hissa No.7, admeasuring 130 sq. meters, lying being and situated at Village Navghar, Taluka and District Thane, within the time of Mira Bhayandar Municipal Corporation, Registration District and sub District of Thane which is more particularly described in **Secondly** in the **First Schedule** written hereunder, is hereafter

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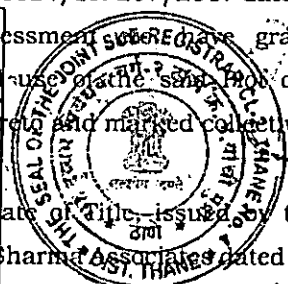
referred to as "The said Land B" and accordingly, by and vide a Mutation Entry bearing No.2173, the name of the said Mr. Niket Khushal Rambhia, came to be mutated in the 7/12 Extract in respect of the said Land B.

E. The Lands which are described Firstly and Secondly in the First Schedule written hereunder aggregating to 2432.51 sq.mtrs. or thereabouts and which is delineated in red coloured ink in the authenticated copy of Table Plan annexed hereto and marked as Annexure - "A" are hereinafter collectively referred to as "The said Plot of Land".

F. On 13/04/2015 and 31/05/2017 No-objection have been issued by the Estate Investment Co. Pvt. Ltd. thereafter, by Deed of Release dated 16th August 2016 executed by Estate Investment Co. Pvt. Ltd. in favour of Mr. Niket Khushal Rambhia which is registered before Sub-Registrar, Thane-4 bearing Registration No.TNN-4/433/2017 on 09/02/2017 have transferred in favour of the said Mr. Niket Khushal Rambhia; copies whereof are annexed hereto and marked collectively as Annexure "B".

G. Tahsildar & Executive Magistrate, Thane vide its letter bearing No.Kra.Mahsul/ Ka-1 / Te-2 / Jaminbab / Kavi-779 /SR-4/2018 dated .18/01/2018 and bearing No.Kra.Mah/Ka-1/Te-2/Ja. Baa/Kavi-21324/SR-207/2017 dated 30/01/2018 post payment

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H.	The Certificate of Title issued by the advocate Shri Tarun S. Sharma of Sharma Associates dated 17/10/2023 in favour of Mr. Niket Khushal Rambhia in respect of the said Plot of Land.



of NA Assessment, the Government has granted Sanad for the Non-Agricultural use of the said Plot of Land; copies whereof are annexed hereto and marked collectively as Annexure "C".

H. The Certificate of Title issued by the advocate Shri Tarun S. Sharma of Sharma Associates dated 17/10/2023 in favour of Mr. Niket Khushal Rambhia in respect of the said Plot of Land.

I. Upon submitting plans with MBMC for development of the said Plot of Land for construction of buildings thereon to MBMC with the set of plans for processing and sanction. The MBMC accorded its sanction to such layout plan on 27/01/2024 (hereinafter referred to as "Layout Plan") which includes the F.S.I.

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entitlement of portion of the land gone under D.P.Road as stated hereinabove; copy whereof are annexed hereto and marked collectively as **Annexure "D"**.

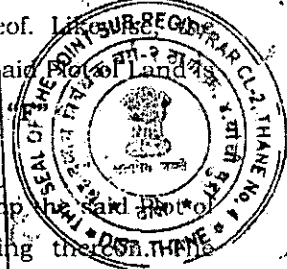
J. Mira Bhayandar Municipal Corporation (MBMC) has issued Commencement Certificate ("CC") bearing Ref. No.MBMC/B/2024/APL/00183 dated 28th February, 2024, permitting the construction/development of the two number of wings i.e. Wing A consisting of Basement + Ground + 17 nos. upper floors and Wing B consisting of Ground + 7 nos. upper floors, copies whereof are annexed hereto and marked collectively as **Annexure "E"**.

K. By virtue of a duly registered Deed of Conveyance, dated 29th February, 2024 [Reg. No.TNN-8/4444 of 2024] in favor of the Promoters herein, the Promoters herein are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Plot of Land more particularly described **Firstly** and **Secondly** in the **First Schedule** written hereunder.

L. Accordingly, name of the Promoter herein is mutated in 7/12 Extract vide Mutation Entry No.3640 and become entitled to the said Plot of Land as absolute owners thereof. A copy of the 7/12 Extract of the said Plot of Land also annexed hereto and marked as **Annexure "F"**.

M. The Promoter is vested with the right to develop Land inter-alia by constructing new building the building to be constructed by the utilization of the full and maximum development potential (both present and future) of the said Plot of Land are hereinafter for the sake of convenience referred to as **"the New Building"**.

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

O. The Promoter is undertaking the development of the said Plot of Land for a mixed-use project and is constructing a mixed-use project thereon in the following manner:

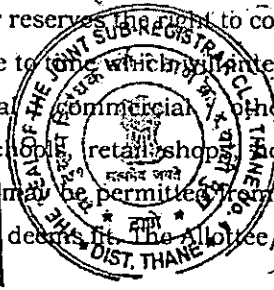
(i) On a portion of the said Plot of Land admeasuring approximately 1954.61 square meters ("the said Project Land"), the Promoter is proposing to construct the Real Estate Project (as defined below) known as "ELANZA WING A" comprising of Basement + Ground + 17 nos. upper floors, subject to the approvals by the concerned authorities and in accordance with applicable laws.

(ii) At present, a total FSI of 8201.88 square meters have been sanctioned for the construction of the said Real Estate Project. The said Project Land is more particularly described in the Second Schedule hereunder written and delineated with red coloured boundary on the Plan annexed hereto and marked as Annexure "G".

P. On the balance portion of the said Plot of Land, if any, the

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Promoter reserves the right to construct other real estate projects from time to time which may 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 and confirm/s the same



Q. The Allottee/s acknowledge/s and confirm/s that the Promoter proposes to undertake construction on the said Plot of Land by utilization of the full and maximum development potential of the said Plot of Land in accordance with the approvals and permissions obtained/to be obtained from time to time. The

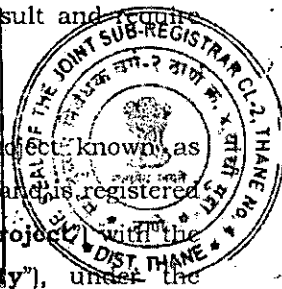
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Promoter reserves its rights and is and shall continue to be entitled to amend, modify and/or substitute the Layout including any future and further development on the said Plot of Land including the location of the reservations, if any, affecting the said Plot of Land and to be constructed at any place on the said Plot of 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 said Plot of Land anywhere on the said Plot of Land, 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 said Plot of Land inter alia in consonance with revised UDCPR. Any amendments to the Layout in accordance with the approvals and permissions and what is stated herein will result and require changes to the Layout.

R. The development of the said Real Estate Project, known as "ELANZA WING A" is on the said Plot of 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. P51700076871 dated 03/07/2024, for the Real Estate Project ("RERA Certificate") and a copy of the RERA Certificate is annexed and marked as Annexure "H" hereto.

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S. 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 to the development of the said Plot of 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.

T. The Allottee/s being desirous of purchasing a residential premises / unit / shop / office as more particularly described in the **Third 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.

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

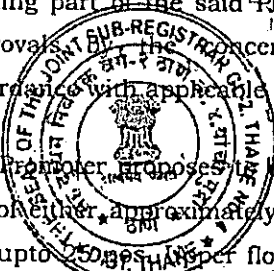
a. ELANZA WING A is a New Building.

b. The Real Estate Project shall comprise of a Basement + Ground + 17 nos. upper floors, on the said Project Land forming part of the said Plot of Land, subject to the approvals of the concerned authorities and in accordance with applicable laws.

The Promoter proposes to eventually consume a total FSI of either approximately 11683.72 square meters (i.e. upto 50.39 upper floors) and/or the maximum development potential of the said Plot of Land as is/may be permissible from time to time under the governing regulations ("Total FSI"), for the construction of the New Building on the said Plot of Land.

d. The Allottee/s has/have been explained by the Promoter, and the Allottee/s understand/s, that even

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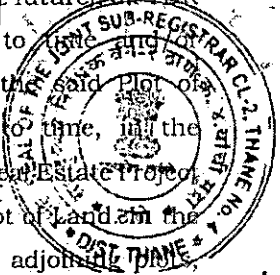


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though the Promoter has currently received approvals for the construction of **ELANZA WING A** consisting of Basement + Ground + 17 nos. upper floors, the Promoter may at their sole discretion apply for further height approvals to increase the number of floors and the Allottee/s explicitly and irrevocably agree/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 for the same subject to any of these changes not affecting the location of the said Premises.

- e. The Real Estate Project shall comprise of units/premises consisting of apartments, flat/s, shops/commercial tenement/s, retail shops/offices (on any floor) and other units.
- f. At present, a total FSI of **8201.88** 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 to the maximum development potential of the said Plot of 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 said Plot of Land in the event of amalgamation of any of the adjacent 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.
- g. The common areas, facilities and amenities located in the Real Estate Project that may be usable by the Allottee/s are listed in the **Fourth Schedule** hereunder

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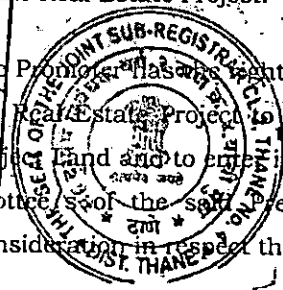
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written ("**Real Estate Project Amenities**").

- h. The common areas, facilities and amenities located in the said Plot of Land that may be usable by the Allottee/s are listed in the **Fourth Schedule** hereunder written ("**Amenities**").
- i. The details of the formation of the Society (defined below) with respect to the Real Estate Project are more particularly specified in Clause (12) below.
- j. 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>.
- k. The Promoter has entered into standard agreement/s with a Licensed Surveyor registered with the MBMC.
- l. 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 completion of the Real Estate Project.

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

- n. On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the said Plot of Land and the plans, designs and specifications prepared by the Licensed Surveyor/Architect of the Promoter, Tej's Consultants, and of such other documents as are

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specified under the RERA and the Rules and Regulations made thereunder, including *inter alia* the following:

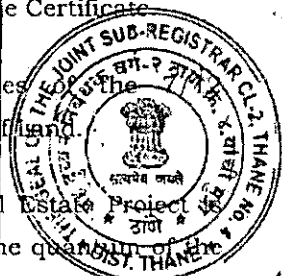
- (i) All the title deeds, documents, etc., referred to in this Agreement.
- (ii) All the title deeds and documents in relation to the said Plot of Land.
- (iii) All the approvals and sanctions of all the relevant authorities issued till date for the development of the said Plot of Land including the layout plan, building plan, floor plan and the commencement certificate; and
- (iv) Copy of the Title certificate (hereinafter referred to as the "said Title Certificate") certifying the right/entitlement of the Promoter is annexed and marked as **Annexure "I"**.
- (v) Copies of all deeds and documents as referred to in the said Title Certificate

(vi) The authenticated copies of the said Plot of Land.

V. The present Sanctioned layout Plan of the Real Estate Project annexed hereto and marked as Annexure "D". The quantity 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 Premises is annexed hereto and marked as **Annexure "J"**.

W. The carpet area (as defined under RERA) of the said Premises is as set out in the **Third Schedule** hereunder written (hereinafter referred

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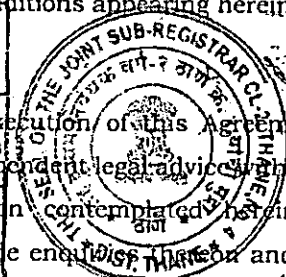
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to as the "Final Carpet Area").

- 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.

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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 en masse, and is/are satisfied with respect to, (i) the title of the Promoter to undertake the said construction on the said Plot of 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; and (ii) the approvals and permissions (including Commencement Certificate)

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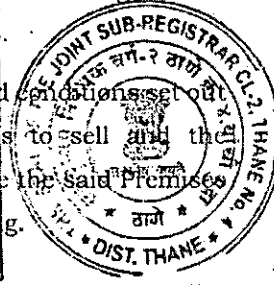
obtained till date. The Allottee/s undertake(s) that he/she/it/they has/have verified with his/her/its/ their financial advisor and confirm that the Allottee/s has/have the financial capability to consummate the transaction. The Allottee/s hereby confirm/s that he/she/they has/have perused the terms and conditions of this Agreement and is/are signing this Agreement out of free will, under legal advice and that the terms and conditions mentioned herein are not arbitrary or one sided.

CC. Prior to the execution of these presents the Allottee/s has/have paid to the Promoter a sum of **Rs.13,58,014/-** (Rupees Thirteen Lakhs Fifty Eight Thousand and Fourteen Only), being part payment of the sale consideration of the said Premises agreed to be sold by the Promoter to the Allottee/s as advance payment (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

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.

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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 operative section of this

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

2. The Promoter proposes to construct the said Real Estate Project specifically under this Agreement for "ELANZA WING A" consisting of Basement + Ground + 17 nos. upper floors subject to the approvals / modifications / amendment 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

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THE DISTRICT SUB-REGISTRAR, THANE, DIST. THANE

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3. **PURCHASE OF THE SAID PREMISES AND SALE CONSIDERATION:**

- a) The Allottee/s hereby agree/s to purchase from the Promoter, and the Promoter hereby agrees to allot to the Allottee(s), a premises, being **Flat No. 1606**, on **16th Floor**, admeasuring **39.54 sq.mtrs.** i.e. equivalent to **426.00 sq.feet.** (carpet) as per RERA along with Enclosed Balcony admeasuring **1.60 sq.mtrs.** i.e. equivalent to **17.22 sq.feet** (carpet), in the "ELANZA WING A" hereinafter

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referred to as "The Said Premises", as shown in the Floor plan thereof, annexed hereto and marked as Annexure - "J" and more particularly described in the **Third Schedule** written hereunder, along with the specifications, fixtures and fittings like the flooring, sanitary fittings and amenities with regard to the said premises to be provided by the Promoter in the said Building and the said premises as are set out in **Fourth and Fifth Schedule** written herein under or its equivalent thereof. The Allottee/s is/are satisfied about the specifications, fixtures and fittings agreed to be provided by the Promoter and undertakes that the Allottee/s shall not raise any objection in respect thereof hereafter.

b) In consideration of the above, the Allottee/s hereby agrees to pay to the Promoter the aggregate sale consideration as per mention herein:-

Serial No.	Terms and Expressions	Meaning
1.	The said Premises	Fat No. 1606 admeasuring approximately 39.54 square metres equivalent to approximately 426.00 square feet carpet area along with Enclosed Balcony admeasuring 1.60 sq.mtrs. i.e. equivalent to 17.22 sq.feet (carpet) ("Final Carpet Area") as per RERA on the 16th Floor (i.e. Habitable floor) Ground Floor of the Project i.e. "ELANZA WING A".
2.	Car Parking Space	(1) no. of Car Parking Space
3.	The Additional Area	Approximately 922 square metres equivalent to approximately 922 sq. feet
4.	The Consideration	Sale Rs. 71,47,444/- (Rupees Seventy One Lakhs Forty Seven Thousand Four Hundred and Forty Four Only)
5.	Name of the Account for the Payment of	Name of Account: STONEWALL BUILDCON LLP ELANZA WING A Account No.: 300004000003104

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	the Lupsum Sale Consideration	Bank Name: The Shamrao Vithal Co-operative Bank Ltd, Bhayander west Branch IFSC CODE: SVCB0000039
6.	Completion Date	31/03/2027
7.	Name, Address and E-mail of the Allottee/s for the Purposes of this Agreement.	SMT. TINA MANGALCHAND THAKUR A/102, Indu Sagar, Plot No.5, Near Charkop Bus Depot, Sector-7, Malad West, Mumbai-400067
8.	Name, Address and E-mail of the Promoter for the Purposes of this Agreement.	STONEWALL BUILDCON LLP Ground & 1 st Floor, Salasar Business House, Behaind D'Mart, Bhayander West, Thane-401101 E-mail id- stonewallbuildconllp@gmail.com
9.	Permanent Account Number	Promoter's PAN: AFDFS1706F Allottee/s' PAN: AEOPT0836M Co-Allottee/s' PAN:

c)(i) The Allottee(s) hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee(s), garage/covered car parking Space at _____ level basement/podium/stilt /mechanical car parking unit bearing No. _____ admeasuring _____ sq.ft. _____ ft. length x _____ ft. breadth x _____ ft. vertical clearance.

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c)(ii) The Allottee(s) has requested the Promoter for allotment of an open car parking space and the Promoter agrees to allot to the Allottee an open car parking space without consideration bearing No. _____ admeasuring _____ sq.ft. having _____ ft. length x _____ ft. breadth.

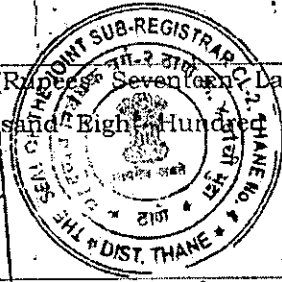
d) The Allottee(s) agrees to pay the above said amount agreed consideration to the Promoter for the said Premises comprising Final Carpet Area, as more particularly described hereunder written. The Allottee(s) hereby confirm(s)/ undertake(s) that

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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.

e) The Allottee/s hereby agree/s to pay to the Promoter the aggregate Sale Consideration for the said premises in the following manner:-

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.7,14,474/- (Rupees Seven Lakhs Fourteen Thousand Four Hundred and Seventy Four Only)
2	Being sum equivalent to 10% has been paid on execution of agreement, receipt whereof for part consideration is acknowledged at the foot of this writing.	Rs.7,14,474/- (Rupees Seven Lakhs Fourteen Thousand Four Hundred and Seventy Four 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.17,86,861/- (Rupees Seventeen Lakhs Eighty Six Thousand Eight Hundred and Sixty One Only)
4	aggregating to 25% of the total consideration to be paid in 23 equal installments of Rs. 77,690/- completion of each of 23 slabs of the building	Rs.17,86,861/- (Rupees Seventeen Lakhs Eighty Six Thousand Eight Hundred and Sixty One Only)
5	Being sum equivalent to 2.5% to be paid on completion of brick work	Rs.1,78,686/- (Rupees One Lakh Seventy Eight Thousand Six Hundred and Eighty Six Only)
6	Being sum equivalent to 2.5% to be paid on completion of Plastering (Internal)	Rs.1,78,686/- (Rupees One Lakh Seventy Eight Thousand Six Hundred and Eighty Six Only)

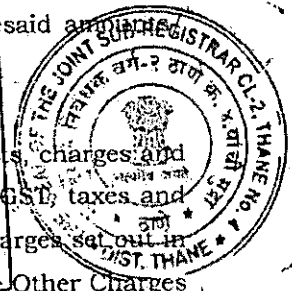


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(f) The Sale Consideration excludes all taxes, GST, applicable to this transaction currently or in the future (consisting of tax paid or payable by way of any and all levies, duties and cess or any other indirect taxes which may be levied, in connection 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 amount/taxes by the Allottee/s.

(g) The Sale Consideration shall also exclude all charges and expenses like stamp duty, registration charges, GST, taxes and expenses incidental thereto as also the Other Charges set out in clause 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 hereinunder are only indicative and not

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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.

(h) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/ order / rule / regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

(i) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The carpet area shall be subject to a variation cap of three per cent.

The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3(a) of this Agreement.

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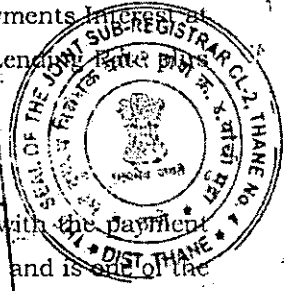
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(j) In case the Promoter fails to get the revised sanction plans, thereby reducing the Final Carpet Area then the Allottee/s explicitly confirms to accept such revised Carpet Area ("Revised Carpet Area") and shall not raise any issue with respect to 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 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 or such suitable document as suggested by the Promoter for the Revised Carpet Area, which is obligatory on Allottee/s and a pre-requisite for providing credit of the differential amount as mentioned herein.

(k) 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 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. For all the late payments in the State Bank of India highest Marginal Cost of Lending shall be two percent.

(l) The payment by the Allottee/s in accordance with the payment 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 payment 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

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by the Allottee/s simultaneously on the execution of this Agreement.

(m) 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.

(n) The Promoter hereby agrees to permit/authorize the Allottee/s to use parking spaces as more particularly described in the **Third Schedule ("the said Car Parking Space")** upon allotment. 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 the handing over the possession of the said Premises and same will be binding on the society formed by all the Purchasers of the said building and becoming members of the society. The Allottee/s further agree/s and acknowledge/s that;

(i) The said Car Parking Space is provided 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

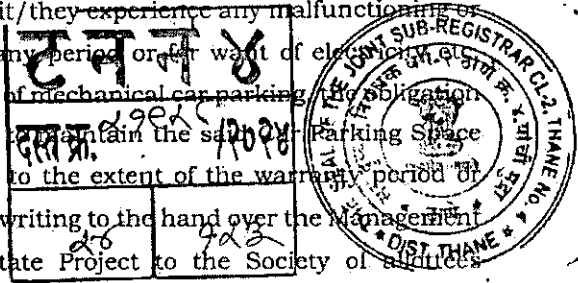
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Said Car Parking Space the Promoter and/or the Society of the Allottee/s in the Real Estate Project and shall pay such outgoings in respect of the said Car Parking Space as may be levied by the Promoter or the Society of Allottee/s in the Real Estate Project. Further, the Allottee/s agree to dispute about the location of the said Car Parking Space and/or the suitability thereof at any time in future.

(ii) The Promoter shall identify and permit to use the said Car Parking Space on or after handing over possession of the said Premises. The decision of the Promoter with

respect to such identification and allocation of the said Car Parking Space shall be final and binding on the Allottee/s and the Allottee/s undertake/s not to dispute such allocation at any time in future. The Allottee/s undertake/s not to sell/transfer/lease or give on license or in any other manner part with the said Car Parking Space allotted to him/her/them/it. The rights of the Allottee/s in respect of the said Car Parking Space shall be co-extensive and co-terminus along with this Agreement. The Allottee/s agree/s that unauthorized use of the Car Parking Space will tantamount material breach of the terms of this Agreement. For such breach, the 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.

(iii) Any mechanical / electronic / electrical 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 allotees 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



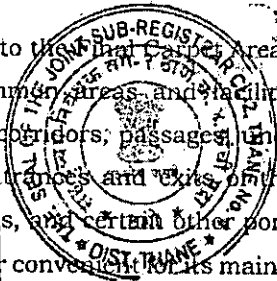
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allottee/s who have been permitted to use the Car Parking Space in the Car Parking System installed in the said Building and ensure that other Allottee/s are able to park their car/vehicles in their permitted car parking space/s at all times, without 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.

(o) 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 and as more particularly described in the **Third Schedule** hereunder written (hereinafter referred to as "**the Additional Areas**"). The Additional Areas shall be exclusive to the said Premises.

(p) 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.

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(q) 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.

(r) The common areas, facilities and amenities located in the Real Estate Project that may be usable by the Allottee/s are listed in the

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Fourth Schedule hereunder written shall be completed at or around occupation certificate of the last real estate project on the said Plot of Land. The internal fittings, fixtures and amenities in the said Premises that shall be provided by the Promoter as listed in the **Fifth Schedule** hereunder written.

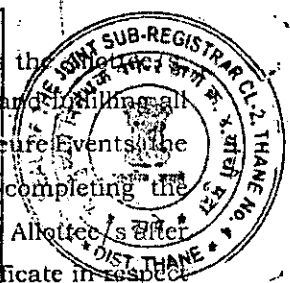
(s) The Promoter has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase from the Promoter the said Premises on the basis of the Final Carpet Area only and the Sale Consideration agreed to be paid by the Allottee/s to the Promoter is agreed on the basis of the Final Carpet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

(t) 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, either the Part or whole Occupation Certificate in respect of the said building and/or said premises.

(u) Time is of the essence for the Promoter as well as the 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 either the part or whole 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 **Fourth Schedule**.

(v) Similarly, the Allottee/s shall make timely payments of all

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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.

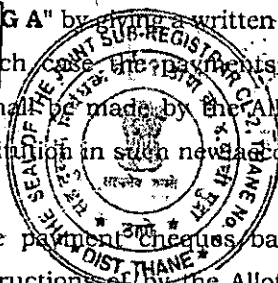
(w) The Allottee/s shall be at liberty to make the payment of Sale Consideration or part thereof, in advance before the same is due.

(x) 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 i.e. **"STONEWALL BUILDCON LLP ELANZA WING A"**. 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 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 i.e. **"STONEWALL BUILDCON LLP ELANZA WING A"**. Any payments made in favour of/to any other account other than as mentioned herein 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 instalments of the Sale Consideration. The Promoter shall be entitled to change the account i.e. **"STONEWALL BUILDCON LLP**

ELANZA WING A" by 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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(y) If any of the payment cheques, banker's cheque or any other payment instructions of/by the Allottee/s is/are not honored for any reason whatsoever, then the same shall be treated as default under this Agreement as mentioned below and the Promoter may at its option be entitled to exercise the recourse available thereunder. Further, the Promoter may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor



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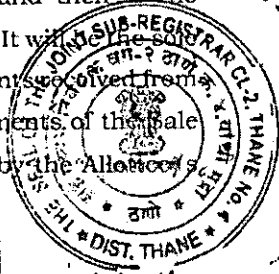
charge of Rs.5,000/- (Rupees Five Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs.10,000/- (Rupees Ten Thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.

(2) 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. The Payment shall be considered as received unless the TDS certificate is provided to the Promoter along with Payment receipt.

(aa) 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 or under law, 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.

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

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(4) FSI, TDR and development potentiality with respect to the Real Estate Project:

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

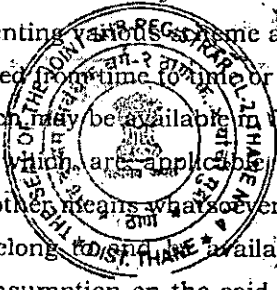
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manner more particularly detailed at Recitals above and the Allottee/s has/have agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

(5) FSI, TDR and development potentiality with respect to the Proposed Future and Further Development of the said Plot of Land:

- a) The Allottee/s hereby agree/s, accept/s and confirm/s that the Promoter proposes to develop the said Plot of 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.
- b) The Promoter shall be entitled to the entire unconsumed and residual FSI in respect of the said Plot of 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 and implementing various schemes as mentioned in the said UDPR, as amended from time to time or based on expectation of increased FSI which may be available in future on modification of the said UDPR which are applicable to the 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 said Plot of 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 Lands and neither the Allottee/s nor the Society shall have any claims, rights, benefits or interests whatsoever including

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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.

(7) Procedure for taking possession:

- a. 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 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 to the Allottee/s in writing 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.
- b. The Allottee/s shall take possession of the said Premises within 15 (fifteen) days from the date mentioned in the Possession Notice.
- c. 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

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Project and its common areas etc., and/or any neighboring 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 shall be without prejudice to other rights and remedies which the Promoter is entitled to.

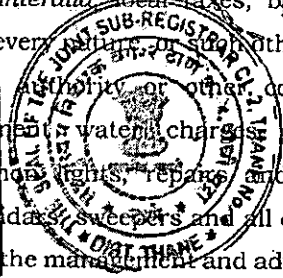
d. Upon receiving the Possession Notice from the Promoter as per Clause 7(a) above, the Allottee/s shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give 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 (7)b above, such Allottee/s shall continue to be liable to pay advance maintenance charges and all other charges with respect to the Premises, as applicable and which shall fall due for payment from the date the actual possession of the said Premises is taken by the Allottee/s or within 15 (fifteen) days of the Possession Notice, whichever is earlier.

e. 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 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 said Plot of

~~Land including inter alia local taxes, betterment charges, other indirect taxes of every nature or other levies by the MBMC or other competent authority or other concerned local authority and/or Government water charges, water tanker charges, insurance, common rights, 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 said Plot of 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

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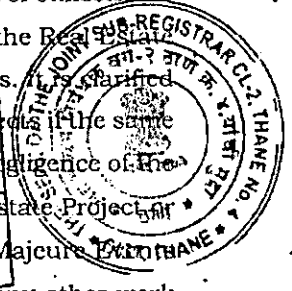
sole discretion.

f. 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 30 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 as per intimated in the notice for 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.

(8) If within a period of five years from the date of handing over the Building to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the building in which the said Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

Provided 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 allottee/s in the Real Estate Project or acts of third party(ies) or on account of any Force Majeure Events including on account of any repairs/redecoration/any other work undertaken by the Allottee/s and/or any other allottee/person in the Real Estate Project and/or the said Plot of Land.

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(9) Provided further that the Allottee/s shall not carry out any

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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:

- a. 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.

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;

- c. 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, the Promoter shall not be liable for the defects therein. The Allottee/s or the

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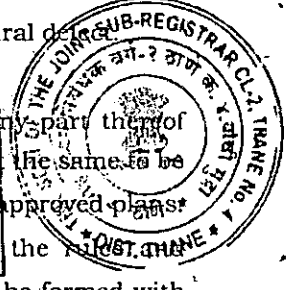
Society of the premises purchasers shall ensure that annual maintenance contracts are done/renewed from time to time; Further the Allottee(s) confirm that they understand that equipment/ systems/appliances as mentioned in the list of amenities are not the manufactured by Promoter and these systems of equipment/systems/ appliances. The Promoter does not warrant or guarantee or replacement for the use, performance or otherwise of these equipment / systems / appliances.

d. That, the Real Estate Project 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;

e. 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 defects.

(10) 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 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.

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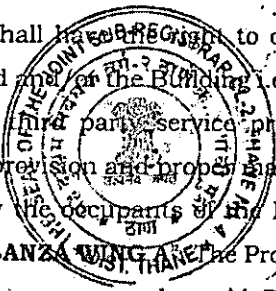


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(11) Facility Manager:

a. 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 said Plot of Land and/or the said Building wing/s, and such decision shall be final and binding until the Society / Apex Body Transfer in respect of the said Plot of Land is executed in favor of the Apex Body or individual Society as per the sole decision of Promoter. Thereafter, subject to the provisions of Clause (11)c below, the Society and/or the Apex Body, as the case may be, shall be entitled to undertake the maintenance of the said Plot of Land /the Building/s wing/s 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 said Plot of 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.

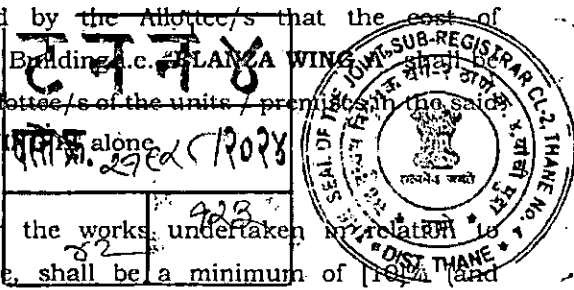
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c. Notwithstanding any other provision of this Agreement,

i. The Promoter has, till the handing over of the affairs of the New Building to the Society and / or the Apex Body thereof, right to supervise and manage the operation and maintenance of the Building/s and/or the said Building i.e. "ELANZA WING A", common amenities and facilities on the said Plot of Land (if any) after/during the development of the said Plot of 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 said Building i.e. "ELANZA WING A" in the manner as may be determined by the Facility Manager and/or the Promoter, as part of the development and common infrastructure charges referred to herein in accordance with the term of this Agreement. Such charges may vary from time to time and the Allottee/s agrees that he/she/it/they shall not raise any dispute regarding the appointment of any such Facility Manager by the Promoter 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 Building i.e. "ELANZA WING A" shall be borne and paid by the Allottee/s of the units / premises in the said Building i.e. "ELANZA WING A" alone.



ii. The Promoter shall for the works undertaken in relation to paragraph 11(c)(i) above, shall be a minimum of 10% (and escalation thereto) on the actual expenses to be incurred towards management, operation and maintenance of the said Building i.e. "ELANZA WING A" common amenities and facilities on the said Plot of Land and/or the said Plot of Land as management fee ("Management Fees") until such time the Society has been formed

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and the Promoter has handed over the management of the operation and maintenance of the Real Estate Project to the Society.

iii. The Allottee/s hereby agrees to pay the Management Fees to the Promoter in the manner as set out in Clause 15 herein under 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 the **clause 15** include the Management Fees. The Promoters 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.

d. The Allottee/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the 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 Plot of Land and/or the said Building "**ELANZA WING A**" and/or the said Plot of Land and/or the Building - wing/s constructed thereon.

(12) Formation of the Society and Transfer of the appurtenant Land to Building "ELANZA WING A";

a. Within three months after 51% (fifty-one percent) of the total number of units/premises in the Real Estate Project of Building "**ELANZA WING A**" being registered by the respective Allottees and the Promoter have received the full consideration for the said 51% sold units/premises 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 and further to

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conveyance the title of the appurtenant land /plots of the said Building "ELANZA WING A" in favor of the society within three months from receipt of Occupation Certificate or Building completion certificate whichever is earlier.

b. 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").

c. 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-op. Societies or any other Competent Authority.

d. The name of the Society shall be solely decided by the Promoter.

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

f. The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Real Estate Project, if any.

g. The Promoter shall within three months of registration of the Federation/apex body of the Society or Limited Company, as

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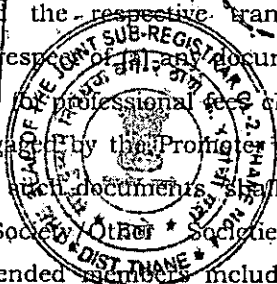


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- aforesaid, cause to be transferred to the Federation/Apex Body all the right, title and the interest in respect of the said Project Land.
- h. Post execution of the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the Building/s and common amenities, 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.
- i. The Promoter shall be entitled to use and consume the entire development potential on the said Plot of 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.
- j. 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.
- k. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the Society transfer and the respective transfers to Other Societies, including in respect of all documents, instruments, papers and writings, of 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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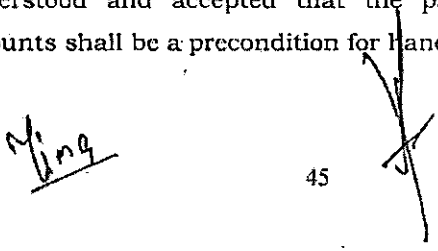
- (13) The Allottee/s shall, before delivery of possession of the

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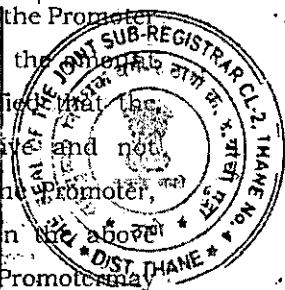
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said Premises in accordance with this Clause, deposit such amounts as mentioned in the **Clause 15** hereunder with the Promoter. The amounts mentioned in the **Clause 15** shall not be accountable by the Promoter. The Other Charges are tentative and 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 **Clause 15** to the bank account of the Promoter, as detailed herein 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.

(14) The amounts as mentioned in the **Clause 15** 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 & Water taxes/ water tanker charges Property taxes & water 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 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 for handing over possession of



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the said Premises.

- (15) In addition, 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 by-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 herein below:


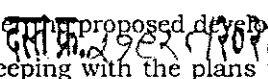


Sr. No	Particulars	Amount
1	An amount towards charges of share money, application entrance fee of the Society / Apex Body and formation and registration of the Society and/or Apex Body	Rs.10,000/-
2	An amount towards Fire and Solar charges	Rs. 75,000/-
3	Charges towards meeting all legal costs, charges and expenses	Rs.10,000/-
	An amount towards development charges	Rs.55,000/-
	An amount towards LUC	Rs.25,000/-
	An amount towards advance maintenance for 18 months	Rs. _____
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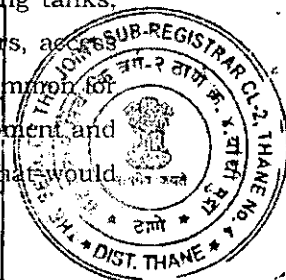
- (16) The Promoter has informed the Allottee/s that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant

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and other common amenities and conveniences in the layout of the said Plot of 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 along with other purchasers of flats/Shop/Office/premises in the Real Estate Project and/or on the said Plot of 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/Shop/Office/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/Shop/Office/premises in the Real Estate Project shall object to the Promoter laying through or under or over the said Plot of 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 said Plot of Land.

(17) The development of the said Plot of Land envisages construction of underground tanks, firefighting tanks, rain harvesting tanks, sewage treatment plants and installation of transformers, access roads and recreation grounds, which will be shared in common for all the buildings constructed under the proposed development and accordingly would be finalized keeping with the plans that would be sanctioned by MBMC from time to time.



(18) 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 Building "ELANZA WING A", the Promoter will be entitled, if required by law or in terms of this Agreement, to construct structures ancillary to the said Building "ELANZA WING A" such as pump rooms, meter rooms, underground tanks, sewerage

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treatment plant, watchman room, temporary transit camp for tenants, labour camps, substation for power supply company etc. on any portion of the said Plot of Land or such other structures or provisions on the said Plot of Land which shall be part of the entire development. In addition to the said ancillary structures, the service lines common to the said Building "ELANZA WING A" and other buildings/structures being constructed on the said Plot of Land shall pass through portion of the said Plot of Land upon which the said Building "ELANZA WING A" is being constructed and other building/s being constructed on the said Plot of Land for which the Promoter will not be required to take any further approval of the Allottee/s under this Agreement.

(19) Representations and Warranties of the Promoter:

- a. 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:
 - i. The Promoter is the owner of the said Plot of Land as more particularly set out in the Title Certificate annexed herein.
 - ii. The Promoter has a clear and marketable title and has the requisite rights to carry out the development on the said Plot of Land and also has actual, physical and legal possession of the said Plot of Land for the implementation of the Real Estate Project;
 - iii. 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;
 - iv. There are no encumbrances upon the Real Estate Project, except those disclosed to the Allottee/s; (if any)
 - v. There are no litigations pending before any Court of Law with respect to the Real Estate Project, except those disclosed to the Allottee/s;

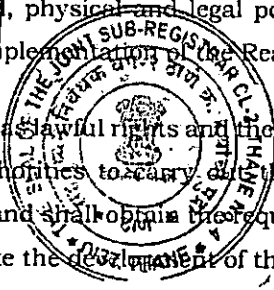
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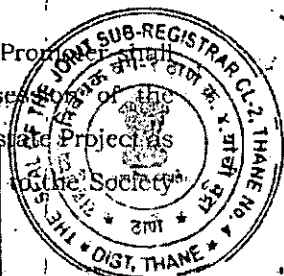
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- vi. All the approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project are valid and subsisting and have been obtained by following the due process of law. Further, all the approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project shall be obtained by following the due process of law and the Promoter 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;
- vii. 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;
- viii. 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 Plot of Land and the said Premises which will, in any manner, adversely affect the rights of the Allottee/s under this Agreement;
- ix. 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;
- x. 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 **Fourth Schedule** hereunder written to the Society upon obtaining Occupation Certificate;

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



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

(20) 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:

a) To maintain the said Premises at the Allottee/s' own cost in good and tenantable repair and condition from the date the possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-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.

b) Not to store in the said Premises any goods which are of hazardous,

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<p>दस्तावेज क्र. २९२८</p>	<p>Joint Sub-Registrar Dist. Jhansi U.P.</p>
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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.

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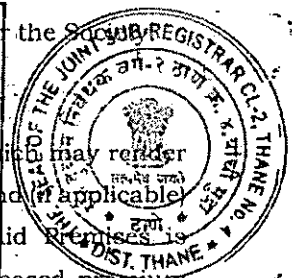
c) To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the Real Estate Project in which the said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

d) 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, parda or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society.

e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Plot of Land 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.

f) 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 said Plot of Land and/or the Real Estate Project in which the said Premises is situated or the common areas thereto

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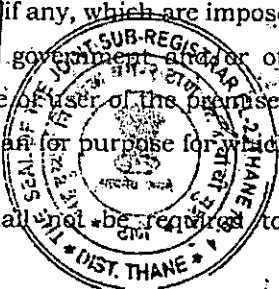
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and shall segregate their everyday dry and wet garbage separately to facilitate the recycling of the same by the Society.

- g) Not to raise any objection to the utilization of the total FSI of the said Plot of Land by the Promoter in such manner as may be approved by the competent authorities. The Allottee/s confirm that he/she/they 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.
- h) 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.
- i) Bear and pay in a timely manner all amounts, dues, taxes. Cess, 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.
- j) Bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by any concerned local authority and/or government and/or other public authority on account of change of user of the premises by the Allottees for any purposes other than for purpose for which it is sold.

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- k) The Promoter shall not be required to obtain consent in the following events:
- (i) Any minor additions or alterations,
 - (ii) Any addition or alterations to any common areas, amenities, etc.
 - (iii) 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.

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l) That the Allottee/s hereby 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 and/or the local development authority not releasing water connections to the new Buildings. Therefore, then in any of the aforesaid events the Allottee/s shall have to pay charges for the water supplied 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. The Advance Maintenance charges to be collected from the Allottee/s are calculated purely on estimated basis and 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, 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.

m) Bear and pay the proportionate charges, fees, costs and expenses for the Real Estate Project Amenities/Larger Amenities.

n) Not to change the user of the said Premises without the prior written permission of the Promoter and the Society.

o) The Allottee/s is /are aware that the Promoter shall develop and maintain the open space, Reservations, Recreational Grounds for the common use of all the Allottee/s of the said Building "ELANZA WING A". The Allottee/s are further aware that all the pathways/walkways as shown in the layout plan shall be used by all the Allottee/s of the Occupants under the other buildings in larger layout as per previous sanctioned plan.

p) 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

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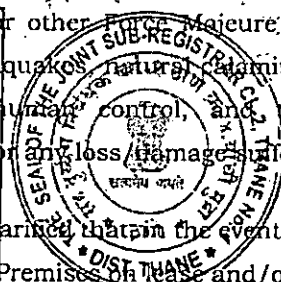
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this Agreement or part with the possession of the said Premises and/or the Car Parking Space, if any, or dispose of or alienate otherwise howsoever, the said Premises and/or his/her/its/their rights, entitlements and obligations under this Agreement 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.

q) 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 Building/s of the said Plot of Land, 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.

r) 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.

२४	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.
५५	s) 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 prior to society formation in such event, the Allottee/s shall be required to obtain the prior written permission of the Promoter before execution of any such lease and/or leave and license arrangement.



t) The Allottee/s shall observe and perform all the rules and regulations which the Society and/or the Apex Body may adopt at

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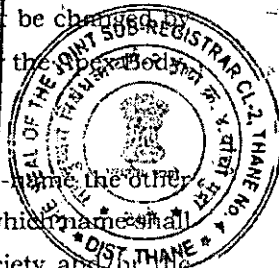
their inception and the additions, alterations or amendments thereof that may be made, from time to time, for the protection and maintenance of the Real Estate Project and the said Premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being 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 conditions laid down by the respective Society/the Apex Body with respect to the occupancy and use of the said Premises in the Real Estate Project and/or the said Car Parking Space, if any, within this Real Estate Project or otherwise, wherever allocated by the Promoter at its sole discretion, and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- u) 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.
- v) The said Real Estate Project is currently known as two Separate Building/s 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 individual Society and/or the Apex Body as the case may be.
- w) The Promoter shall be entitled to formally name/re-name the other buildings/Real Estate Projects 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.

- x) 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 hereby further agree/s not to dispute

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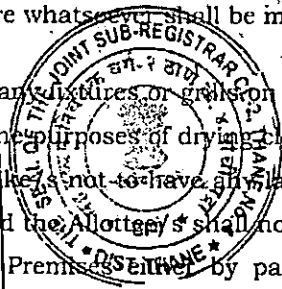
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or object to the same. The Allottee/s, along with any and all allottees of the units/premises of the Real Estate Project, are strictly prohibited to make any structural changes internally in the concrete structure, i.e., walls, columns, beams and slabs, which may result in temporary and/or permanent changes and defects in the monolithic structure and may also have severe damaging consequences on the stability of the Real Estate Project. The said Premises shall contain the amenities within it as set out in the **Fifth Schedule** hereto. The Promoter 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.

- y) 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.

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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 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

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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.

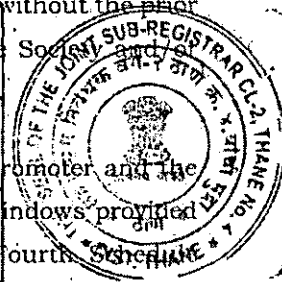
aa) Not to affix air conditioner/s at any other place other than those earmarked for fixing such air conditioner/s in the said Premises so as not to affect the structure, façade and/or elevation of the Real Estate Project in any manner whatsoever. The Allottee/s shall not install a window air-conditioner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

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

cc) 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 Fourth 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 elevation.

dd) 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

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within the said 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.

ee) 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.

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

gg) Not to do or permit to be done any act or thing which may render void or violable any insurance of the said Plot of Land and/or the Real Estate Project and/or the new Building/s or Floors any part thereof or whereby an increased premium shall become payable in respect of the insurance.

2778	हह) To abide by, observe and perform all the rules and regulations which the Society, Apex Body and/or the Association may adopt at the 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 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
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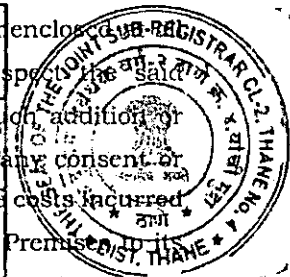
punctually towards the taxes, expenses and outgoings.

ii) 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 in connection with any interior / civil works that the Allottee/s may carry out in the said Premises (the "Fit-Out Guidelines").

jj) 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.

kk) 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 Promoters 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.

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ll) 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

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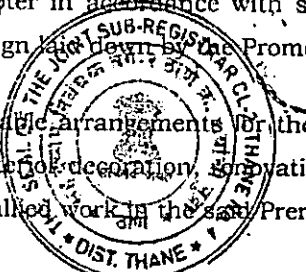
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the installations for providing facilities in the Real Estate Project. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate or any other facility provided in the Real Estate Project and/or the said Plot of Land.

mm) Shall not display at any place in the Real Estate Project and/or the said Plot of Land 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 said Plot of Land 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 said Plot of Land.

nn) 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.

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oo) To make suitable arrangements for the removal of debris arising out of any interior decoration, renovation, furniture work making or any other allied work in the said Premises.

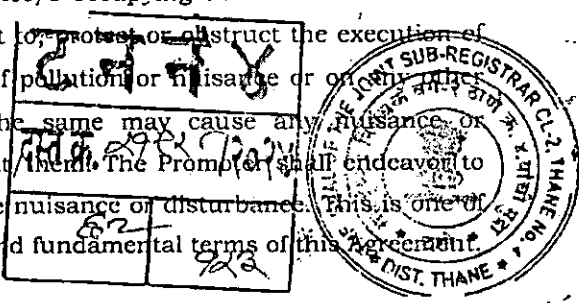
pp) The Allottee/s shall permit the Promoter and its surveyors, agents and assigns, with or without workmen and others, at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving

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or used for the Real Estate Project. The Allottee/s is/are aware that the main water / drainage pipes of the Real Estate Project may pass through certain areas within 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 / drainage pipes, in any manner howsoever. 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 purpose of the maintenance, repair and upkeep of the water pipes and the Allottee/s agrees for the same.

qq) 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.

rr) 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 Building/s 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 endeavor to minimize the cause of the nuisance or disturbance. This is one of the principals, material and fundamental terms of this Agreement.



ss) 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.

tt) 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

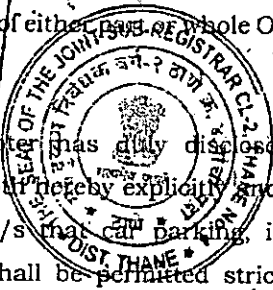
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place, select, decide the sites and put hoarding/boards of their Logo and/or Brand Name or any other Logo and/or Brand name as decided by the Promoter from time to time, in perpetuity in the form of Neon Signs, MS Letters, and Vinyl & Sun Boards or 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.

uu) 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 transferred to the Society or to the Apex Body, as the case may be, until the entire development on the said Plot of Land is fully completed and Complete Occupation Certificate and Building Completion Certificate is issued by the MBMC.

vv) 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 / reside the Real Estate Project prior to obtaining of either the Complete Occupation Certificate in respect thereof.

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ww) The Promoter has duly disclosed to the Allottee/s and the Allottee/s do hereby explicitly and irrevocably agree/s, accept/s and confirm/s that car parking, if any, allotted along with 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 Promoter is under no obligation thereafter to

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provide a car parking to the Allottee/s in the future.

xx) In order to regulate vehicular movement and discipline within the said Plot of 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 allotted to them under this Agreement and it will be mandatory for the car stickers to be displayed on the vehicle at all given times, without which vehicle access at anyplace within the Real Estate Project.

yy) 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, for allocation to the Allottee/s and the allottee/s hereby agree/s, accept/s and confirm/s the same.

zz) Notwithstanding what is agreed in this Agreement, in the event, the Allottee/s commit/s default or breach in observance and performance of any of the terms and conditions of this Agreement including without limitation to non-payment of Sale Consideration or part thereof, Other Charges, facility charges, maintenance, taxes and outgoings, the 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 actions as may be advised in accordance with law including termination of this Agreement.

(21) It is agreed that as and when the Promoter enters into agreements, arrangements with any person or otherwise the Promoter is in position to provide all the Utilities (as defined hereinafter) 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, telephonic, cable television, internet

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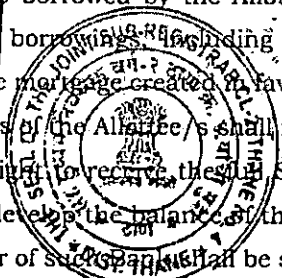
services and such other service of mass consumption as may be utilized by the Allottee/s on a day-to-day basis. It is further clarified that this Clause shall not be interpreted / construed to mean that the Promoter is obligated / liable to provide all or any of the Utilities, whether or not the Promoter 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.

(22) 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 Plot of Land and/or 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.

(23) 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 it's no objection, whereby the Promoter will express it's 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 favor of such Bank in respect of the said Premises of the Allottee/s shall not in any manner jeopardize the Promoter's right to receive the said Sale Consideration and other charges and to develop the balance of the said Plot of Land and such mortgage in favor 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

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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;

- a. he/she/it/they is/are not prohibited from acquiring the said Premises and/or the said Car Parking Space, if any, under any applicable law or otherwise.;
- b. 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;
- c. 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;
- d. 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.;
- e. no notice is received from the Government of India (either Central, State or Local) and/or from any other Government abroad for his/her/its/their involvement in any money laundering or any illegal activity and/or is/are declared to be a proclaimed offender and/or a warrant is issued against him/her/it/them;
- f. no execution or other similar process is issued and/or levied against him/her/it/them and/or against any of his/her/its/their assets and properties;

g. he/she/it/they has/have not compounded his/her/its/their creditors;

h. 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;

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i. 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 at any time thereafter and will not

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default in making the payment of the amounts mentioned in this Agreement; and

- j. 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 undertake(s) not to enter into any settlement under one 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 consequence to action instituted under SARFAESI / otherwise. The

27/11/2018	Allottee(s) hereby agree(s) and undertake(s) to indemnify and keep indemnified the Promoter in respect of unpaid dues as contemplated herein.
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(24) ९२३	It is abundantly made clear by 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

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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.

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

(26) In case the transaction being executed by this agreement between the promoter and the Allottee/s is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/ fees/charges for services/ commission/ brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/allottee/both, as the case may be, in accordance with the agreed terms of payment.

(27) Nothing contained in this agreement is intended to be construed as a grant, demise or assignment in law of the Premises and/or the said Car Parking Space, if any, in the Real Estate Project or the said Plot of Land or the said Larger Land and/or any building/s as may be constructed thereon, or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, reservations and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the

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execution of the Society Transfer and/or the Apex Body Transfer, as the case may be.

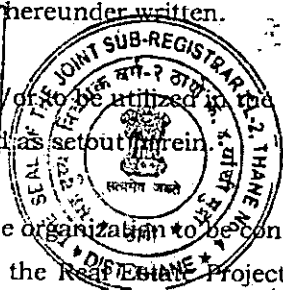
(28) **DISCLOSURES AND TITLE:**

(A) The Allottee/s hereby declare/s and confirm/s that prior to the execution 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 said Plot of 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 website, and has/have also satisfied himself / herself / themselves of the particulars and disclosures, including the following:

- i. Nature of the right, title and interest of the Promoter to undertake construction on the said Plot of Land and the development of the Real Estate Project and the encumbrances thereon.
- ii. 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.
- iii. Particulars of fixtures, fittings and specifications proposed to be provided in the said Premises as more particularly mentioned in the

Fifth Schedule hereunder written.

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E.C.	v. The nature of the organization to be constituted of the Allottee/s of the Premises in the Real Estate Project and the Allottee/s of the other Real Estate Projects in the said Plot of Land.



- vi. The Approvals to be obtained, in relation to the Real Estate Project

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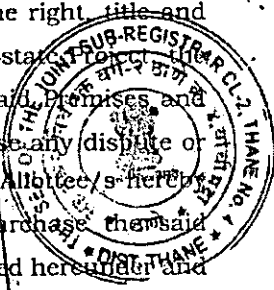
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/ development of the said Plot of Land.

- vii. Nature of responsibilities of the Promoter and Allottee/s under this Agreement.
- viii. Nature of inter-se roles, responsibilities and obligations of the Promoter shall be as per the terms of the Agreements executed between them.
- ix. 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.
- x. The nature of the right, title and interest of the Allottee/s in the said Premises hereby agreed to be created.

(B) 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 said Plot of 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 and the development of the said Plot of Land and the said Premises and doth hereby agree/s and undertake/s not to raise any dispute or objections to the same, ~~and~~ 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.

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(C) 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

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

- (D) 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.

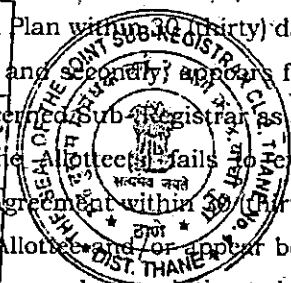
(29) Mortgage or Creation of Charge:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said building or 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 taken or agreed to take such said Premises.

(30) Binding Effect:

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated

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to the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be

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treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

(31) Entire Agreement:

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:

i. 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.

ii. 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.

(32) Right to Amend:

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

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(33) Provisions of this Agreement Applicable to the Allottee/s Subsequent allottee/s:

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 shall equally be applicable to and enforceable against any subsequent

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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:

(34) Severability:

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.

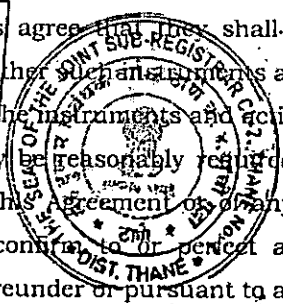
(35) Method of Calculation of Proportionate Share:

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.

(36) Further Assurances:

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.

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(37) Place of Execution:

The execution of this Agreement shall be complete only upon its 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

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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.

(38) Notices:

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 Clause (3) Sub Clause (b) hereinabove. 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.

(39) Joint Allottee/s:

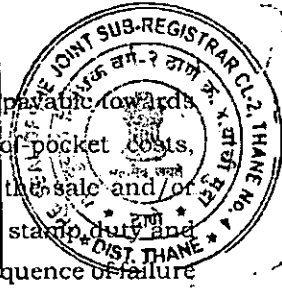
In case there are Joint Allottee/s, all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her/it/them which shall, for all intents and purposes, be considered as properly served on all the Joint Allottees.

(40) Stamp Duty and Registration:

- a. The Allottee/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all other charges of pocket costs, charges and expenses on all the documents for the sale and/or transfer of the said Premises, including applicable stamp duty and registration charges on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Allottee/s' account.

- b. 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

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attend such office and admit execution thereof.

(41) Dispute Resolution:

- a. If any dispute or difference, arises between the parties at any time then the aggrieved Party shall notify the other Party in writing thereof and the parties shall endeavor to resolve the same by mutual discussions and agreement within reasonable time period and any such dispute between parties shall be settled amicably.
- b. In case of failure to settle the dispute amicably, the dispute shall be referred to the MAHARera Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
- c. 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.

(42) Governing Law:

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

Agreement	
IN WITNESS WHEREOF the Parties hereinabove named	
9/11/2018	have set their respective hands and signed this Agreement for
04	Sale in the presence of attesting witnesses, signing as such on the
	day first hereinabove written.

THE DISTRICT SUB-REGISTER, DIST. THANE

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:
(Description of the said Plot of Land)

Firstly:-

ALL THAT piece and parcel of land bearing Old Survey No.462, Hissa No.4 corresponding to New Survey No.138, Hissa No.4 admeasuring 3110 sq.mtrs. lying, being and situated at Village Navghar, Taluka and District Thane, within the time of Mira

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Bhayandar Municipal Corporation, Registration District and Sub-District of Thane, which as per the sanctioned D.P.Plan of Mira Bhayander Municipal Corporation, out of which, a portion admeasuring 807.49 sq.mtrs. falling under 18-meter-wide D.P.Road and remaining portion admeasuring 2302.51 sq.mtrs. which is more particularly delineated by red coloured boundary lines on the plan annexed hereto and bounded as follows:

On or towards the East by: S.No.462, New S.No.138, H.No.3

On or towards the West by: S.No.462, New S.No.138, H.No.3

On or towards the South by: 18 mtrs. D.P.Road

On or Towards the North by: S.No.462, New S.No.138, H.No.3

Secondly:-

ALL THAT piece and parcel of land bearing Old Survey No.462, Hissa No.7 corresponding to New Survey No.138, Hissa No.7 admeasuring 130 sq.meters. lying being and situated at Village Navghar, Bhayandar (E), Taluka and District Thane, within the time of Mira Bhayandar Municipal Corporation, Registration District and sub District of Thane and which is more particularly delineated by red coloured boundary lines on the plan annexed hereto and bounded as follows:

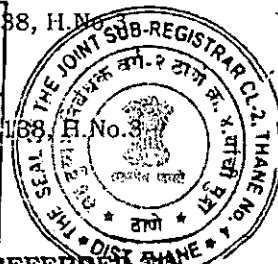
On or towards the East by: S.No.462, New S.No.138, H.No.3

On or towards the West by: S.No.462, New S.No.138, H.No.3

On or towards the South by: 18 mtrs. D.P.Road

On or Towards the North by: S.No.462, New S.No.138, H.No.3

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S.No.462, New S.No.138, H.No.3	
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THE SECOND SCHEDULE HEREINABOVE REFERRED TO

(Description of the said Project Land)

A portion of land admeasuring 1954.61 sq. mtrs., which is delineated in red coloured ink in the authenticated copy of the table plan annexed hereto and marked as **Annexure-A** and forming part and portion of the said Plot of Land which is more particularly described in Firstly and Secondly in the First Schedule written

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hereinabove, upon which the building "ELANZA WING A" is to be constructed.

THE THIRD SCHEDULE HEREINABOVE REFERRED TO:

ALL that Premises bearing Flat No.1606, on 16th Floor, is admeasuring 39.54 sq.mtrs. i.e. equivalent to 426.00 sq.feet. (carpet) as per RERA along with Open/enclosed Balcony admeasuring 1.60 sq.mtrs. i.e. equivalent to 17.22 sq.feet (carpet) in the Building "ELANZA WING A" along with [___] no. of covered/Stack car parking space in the building to be constructed on the plot of land mentioned in the First Schedule hereinabove.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

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

External Amenities

- Entrance lobby with Marble flooring and wall Cladding.
- Landscaped RG areas.
- 2 Spacious High-speed elevators.
- CCTV in Entrance lobby and designated common areas.
- Intercom.
- Rain water harvesting system.
- External area lighting.
- Firefighting equipment's in common areas.

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THE FIFTH SCHEDULE ABOVE REFERRED TO:

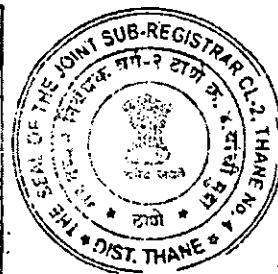
(Description of the amenities, fittings and fixtures in the said Premises)

Residential unit Amenities

- French windows in living room.
- Vitriified tiles flooring in entire flat.
- Well planned kitchen with exquisite granite platform with S.S. Sink.
- Designer tiles up to beam bottom in kitchen.
- Adequate electrical point for maximum utility.
- Circuit breaker for the safety for your family.
- A.C. and T.V. point in all bedroom.
- Designer bathroom and toilet with elegant fixtures concealed plumbing with quality sanitary ware.
- P.O.P. finished walls with plastic paints in entire flat.
- Laminated internal doors with decorative fitting and marine flush doors in bathroom.
- Anodized aluminum sliding windows with clear glass.

77

ट न न ४	
दस्ता क्र. २९५८/२०२४	
७८	१५३



77

SIGNED, SEALED AND DELIVERED
by the within named the "PROMOTER"
STONEWALL BUILDCON LLP
through its one of the Authorized Partner
SHRI. ANAND RAMPRASAD AGRAWAL

[Handwritten signature of Anand Ramprasad Agrawal]

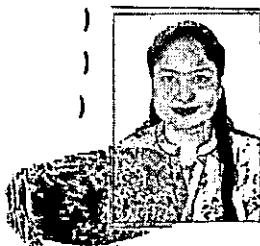


in the presence of

- 1. *[Handwritten signature]*
- 2. *[Handwritten signature]*

SIGNED, SEALED AND DELIVERED
by the within named ALLOTTEE/S
SMT. TINA MANGALCHAND THAKUR

Tina



in the presence of

- 1. *[Handwritten signature]*
- 2. *[Handwritten signature]*

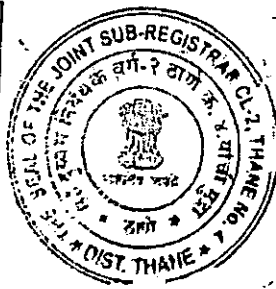
८११४	
दस्तावेज क्र. २९६६/२०१४	
वे	१२२
78	



LIST OF ANNEXURES

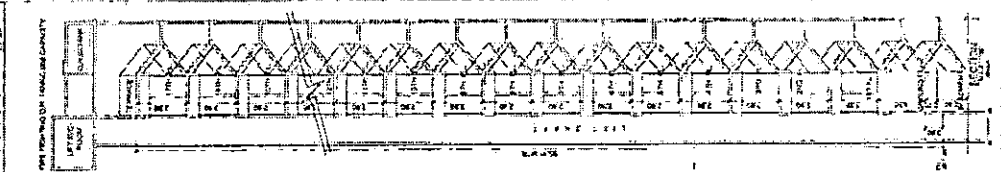
- Annexure A:** Authenticated Copy of Table Plan.
- Annexure B:** Authenticated Copy of Nocs form The Estate Investment Company Pvt. Ltd.
- Annexure C:** Authenticated Copy of N.A. permission.
- Annexure D:** Authenticated Copy of the Sanctioned Layout Plan.
- Annexure E:** Authenticated Copy of the Commencement Certificate.
- Annexure F:** Authenticated Copy of 7/12 Extracts.
- Annexure G:** Authenticated Copy of plan showing Project Land.
- Annexure H:** Authenticated Copy of RERA Registration.
- Annexure I:** Authenticated Copy of Title Certificate.
- Annexure J:** Authenticated Copy of Floor Plan.

८७४४	
११११.११११ ११११	
८७	११११



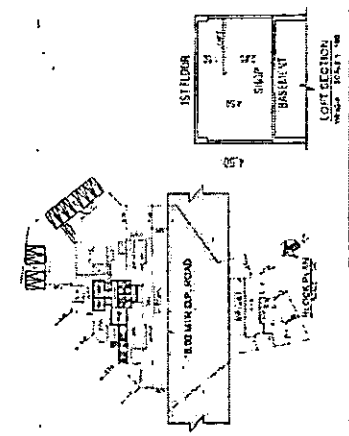
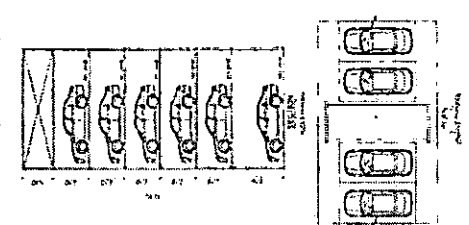
Signature valid
LAVOZ
DRETTCH

1. NAME OF THE PROJECT	2. ADDRESS	3. DATE OF SUBMISSION
4. NAME OF THE ARCHITECT	5. NAME OF THE ENGINEER	6. NAME OF THE SURVEYOR
7. NAME OF THE CONSULTANT	8. NAME OF THE CONTRACTOR	9. NAME OF THE FINANCER
10. NAME OF THE APPROVING AUTHORITY	11. NAME OF THE REGISTERED ARCHITECT	12. NAME OF THE REGISTERED ENGINEER
13. NAME OF THE REGISTERED SURVEYOR	14. NAME OF THE REGISTERED CONTRACTOR	15. NAME OF THE REGISTERED FINANCER



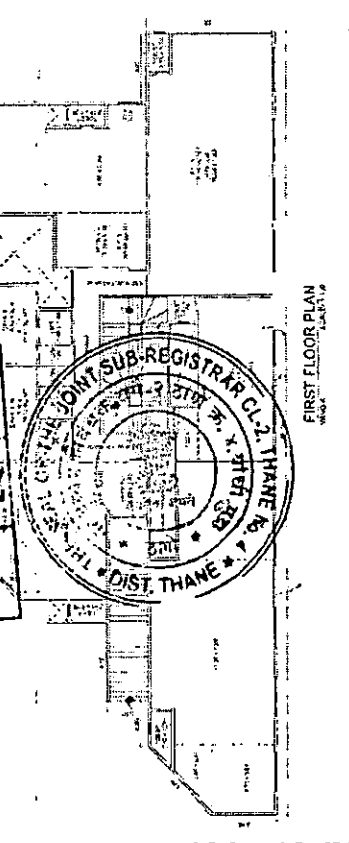
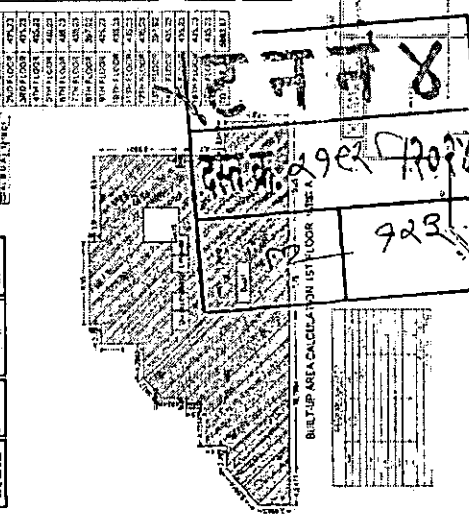
NO.	DESCRIPTION	UNIT	AREA (SQ. M)	VOLUME (CU. M)
1	GROUND FLOOR	1	1000	1000
2	FIRST FLOOR	1	1000	1000
3	SECOND FLOOR	1	1000	1000
4	THIRD FLOOR	1	1000	1000
5	ROOF	1	1000	1000

NO.	DESCRIPTION	UNIT	AREA (SQ. M)	VOLUME (CU. M)
1	GROUND FLOOR	1	1000	1000
2	FIRST FLOOR	1	1000	1000
3	SECOND FLOOR	1	1000	1000
4	THIRD FLOOR	1	1000	1000
5	ROOF	1	1000	1000



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5	ROOF	1	1000	1000

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2	FIRST FLOOR	1	1000	1000
3	SECOND FLOOR	1	1000	1000
4	THIRD FLOOR	1	1000	1000
5	ROOF	1	1000	1000

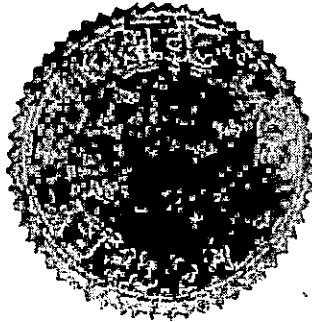


FIRST FLOOR PLAN
SCALE: 1:100



THE ESTATE INVESTMENT CO. PVT. LTD.

Seksaria Chambers, 4th Floor,
139, Nagindas Master Road,
Mumbai - 400 001.
Email : bmg@govindgroup.net



EI/359

31st May, 2017

The Office of the Collector,
Thane
Dist. Thane.

Sir,

In continuation of our earlier letter dated 25th December, 2012 bearing Sr.No. EI/581 we hereby confirm having issued our SUTI N.O.C. in respect of following Survey No. :-

Village : Mtra

Old Survey No. : *462* (Four Hundred Sixty Two)

New Survey No.: *138* (One Hundred Thirty Eight)

Hissa No. : *4* (Four)

Area : Adm.*3110 Sq.Mtrs* (Three Thousand One Hundred Ten Approx.)

Name of Occupant Shri Gajanan Har Thakur & Ors.

We have therefore to request you to kindly remove our name from the "Table of Other Rights" column of the record of rights in respect, only of the land described in table above, after following the due procedure as necessary, but at cost and consequences of Shri Naresh Hanshraj Shah at whose request we have issued this NOC.

Thanking you,

Yours faithfully,
For The Estate Investment Co. Pvt. Ltd.

Constituted Attorney

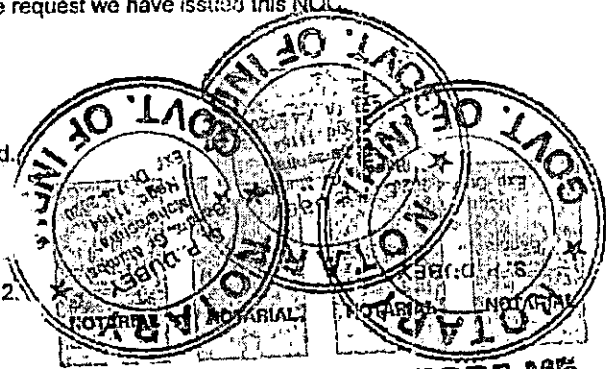
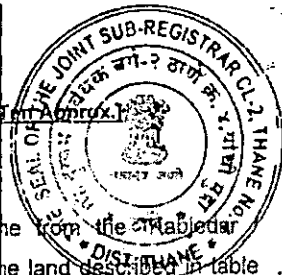
Encl : Letter dated 25th December, 2012.

c.c.: [1] Commissioner, MBMC

[2] Addl. Director, Town Planning, MBMC

KRB/apj

Notarial Register
1958/10/2017
27 OCT 2017



BEFORE ME
S P DUBEY
B.A LLB
NOTARY OF MUMBAI
MAHARASHTRA
INDIA

CIN No.: U65990MH1945PTC004351

Phone : 2264 3344

Fax : 2264 3377



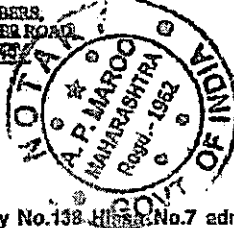
The Estate Investment Co. Private Ltd.

GIRIBASIA CHAMBERS,
139, NAUNDAS MASTER ROAD,
HANDS BELWEE

EINOC/1293/2016

13th April, 2016

To
The Office of the Collector,
Thane
Dist. Thane.



Re: Land bearing Old Survey No. 462 New Survey No. 138 Hissa No. 7 admeasuring 130 Sq. Mtrs.
approx. of Village Navghar.

Sir,

At the request of Shri Niket Rambhla contending to be Constituted Attorney of our tenant Smt. Laxmbai Mahadev Patil & Ors. (in respect of the above plot), we say that we have no objection if N.A. and / or Development permission is granted by your goodself or any other Competent Authorities only in respect of the above mentioned property. The location plan thereof annexed hereto as bounded in Red colour, entirely at the risk and cost of said Tenant and / or Constituted Attorney abovenamed and subject to liability of said Tenant / Constituted Attorney to bear and pay the N.A. Assessment as applicable and all area of land revenue for above plot with penalty etc., as applicable.

Village : Navghar
Old Survey No. : *462 [Four Hundred Sixty Two]
New Survey No. : *138 [One Hundred Thirty Eight]
Hissa No. : *7 [Seven]
Area : *130 sq. Mtrs [One Hundred Thirty Approx.]

Thanking you,

Yours faithfully,
For The Estate Investment Co. Pvt. Ltd.,

R. S. Shetty
CONSTITUTED ATTORNEY

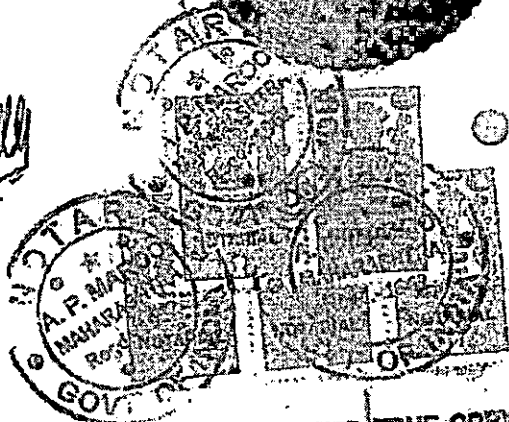
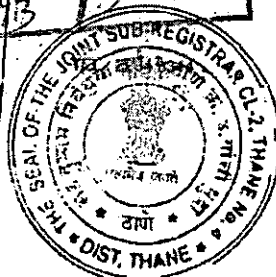
cc: [1] C/A Shri Niket Rambhla
B-4, Lanu Villa, Tagor Road,
Santacruz (W), Mumbai - 400054.

[2] The Commissioner, M.B.M.C.

[3] Addl. Director, Town Planning M.B.M.C.

दस्तावेज क्र. 833 13090

13/32
सि.नं. 2925/13090
6 909



CERTIFIED TRUE COPY

A. P. MAROO
NOTARY
GOVT. OF INDIA



FAX: 2294 3377

462/A

NA conversion from tehsildar

NA conversion from tehsildar

तहसिलदार तथा कार्यकारी वंडाधिकारी, ठाणे

तहसिलदार कार्यालय ठाणे, ठाणे स्टेशन रोड, ठाणे (पश्चिम) तालुका ठाणे जि. ठाणे
पिन कोड :- ४०० ६०१ दुरधनी क्र :- ०२२ - २५२३११५५

क्र.मह/क-४/टे-२/ज.वा/कादि-२१३१४/एसआर-२०७/२०१७.

दिनांक २०/०४/२०१८

प्रति
मी.निवेत राबिया,
रा.मौजे-नवघर,ता.जि.ठाणे

विषय:- सर्वांतरित कर भरून घेणेबाबत

संदर्भ :- (१) आपला दिनांक-०६/१२/२०१७ रोजीचा अर्ज.

(२) महाराष्ट्र शासन, महसूल व पनविभाग यांचेकडील महाराष्ट्र
अमीन महसूल संहिता (सुधारणा) अध्यादेश २०१७, अधिसूचना
दिनांक-०५/०१/२०१७

उपरोक्त विषयाबाबत संदर्भित अर्जावये आपण मौजे-नवघर ता.जि.ठाणे येथील जुना स.नं. ४६२/४, नविन स.नं. १३८/४ एकूण क्षेत्र ३११०.०० चौमी या जागेबाबत सर्वांतरित कर भरून घेणेबाबत या कार्यालयात आपण संदर्भित अर्ज क्र. १ अन्वये विनंती अर्ज सादर केलेला आहे.

शासन महसूल व पन विभाग यांचेकडील सन २०१७ या महाराष्ट्र अध्यादेश क्रमांक दि. ०५/०१/२०१७ (महाराष्ट्र अमीन महसूल संहिता १९६९ यात आणखी सुधारणा करण्यासाठी अध्यादेश) वारी करण्यात येऊन उक्त संहिता घटकम ४२४ नंतर ४२४, ४२४ हे नव्याने समाविष्ट करणेत येऊन सुधारणा करणेत आलेली आहे.

या अधिसूचनेनुसार या क्षेत्रात सर्वांतरित कर घट्टन घेणे व अकृषिक आकारणी निमित्त करणे आवश्यक आहे. उपरोक्त अर्जावयात, शहर विकास विभाग, जणे महानगरपालिका, ठाणे यांचेकडील पत्र क्र.सा.म.पु/रापिधि/१६४४, दि.१५/०७/२०१७ येथील पत्रानुसार सदर जागा रडिवास विभागात समाविष्ट होत आहे. त्यानुसार मौजे-नवघर ता.जि.ठाणे येथील जुना स.नं. ४६२/४, नविन स.नं. १३८/४ एकूण क्षेत्र ३११०.०० चौमी पैकी २३०२.५१ चौमी सर्वांतरित करणी आकारणी व सन २०१७-१८ या वर्षाची एकूण आकारणी खालीलप्रमाणे होत आहे.

(१) मौजे-नवघर ता.जि.ठाणे येथील जुना स.नं. ४६२/४, नविन स.नं. १३८/४ क्षेत्र २०२.१४ चौमी या जागेबाबत

मौजे-नवघर या गावाकरीता विनसोती आकारणी दर १२.७५ रु.प्रति चौ.मी.

अकृषिक आकारणी (वाणिज्य प्रयोजनार्थ) = विनसोती दर X क्षेत्र X ३

१२.७५ X २०२.१४ X ३ = ७७३२.००

(२) मौजे-नवघर ता.जि.ठाणे येथील जुना स.नं. ४६२/४, नविन स.नं. १३८/४ क्षेत्र २१००.३७ चौमी या जागेबाबत

मौजे-नवघर या गावाकरीता विनसोती आकारणी दर १२.७५ रु.प्रति चौ.मी.

अकृषिक आकारणी (रडिवास प्रयोजनार्थ) = विनसोती दर X क्षेत्र

१२.७५ X २१००.३७ = २६७८०.००

एकूण अकृषिक आकारणी = ७७३२.०० + २६७८०.०० = ३४५१२.००

सर्वांतरित कर = अकृषिक कर X ५ = ३४५१२ X ५ = १७२५६०.००

एकूण = अकृषिक आकारणी + सर्वांतरित कर = ३४५१२ + १७२५६० = २,०७,०७२/-

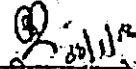
घट्टनप्रमाणे अकृषिक कर व सर्वांतरित कर मिळून ठेगाची एकूण रक्कम सध्या 2,07,072/- (दोन लाख सात हजार रुपये मात्र) सदर रकमेचा पनादेशा SBI GOVT B-COLLECTION A/C ३२४२२१५७२१ या नावाने या कार्यालयात जमा करणेत याबाबत सदरची रकम घटनाद्वारे शासनजबाब केलेंतवर नियोजन प्राधिकारी यांचेकडून बांधकामाबाबत परवानगी (JOD/CC), मौजे-नवघर

Scanned by CamScanner

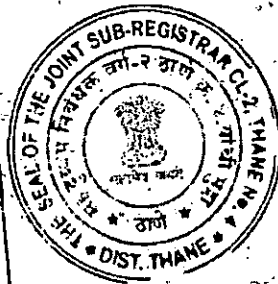
४	
दिनांक २१/०४/२०१८	
२५	१२२



सा.वि.ठाणे येथील जुना स.नं. ४६२/४, नविन स.नं. १३८/४ एकूण क्षेत्र ३३१०.०० चौमी पेकी २३०२.५ चौमी या अग्निनीचे अघ्रायवत ७/१२ उतारे व बांधकाम पुरवणगीच्या प्रमाणपत्राच्या प्रतीसह मा.वि.ठाणे येथील कार्यालयात सनद मिळणेकामी अर्ज सादर करावा.


सहसिलदार ठाणे

ट न न ४	
दस्तावेज क्र. १९२२/२०२४	
CE	१०३



सहस्रिस्वयार कार्यालय ठाणे, ठाणे स्टेशन रोड, ठाणे (पश्चिम), ता.सहस्र ठाणे, जि.ठाणे
 पिन कोड : ४०० ६०१
 दुरध्वनी क्रमांक ०२२ २५३३११६४

महसूल/क-१/टे-२/नमिनवाच/कॉल-७७१/एसआर-४/२०१८

दिनांक : १८/११/२०१८

प्रति,
 निवेदन खुशाल राधिका

विषय : मोने नगर येथील स.नं.१३८/७, क्षेत्र १३०.०० चौ.मी. या भागाचा रुपांतरित कर भरण्याबाबत

संदर्भ : १.) आपला दिनांक ११/०१/२०१८ रोजीचा अर्ज
 २.) महाराष्ट्र शासन, महसूल व वन विभाग यांचेकडील महाराष्ट्र वन भू-संहिता (सुधारणा) अध्यादेश २०१७, अधिसूचना दि.०५/०१/२०१७.

उपरोक्त विषयाबाबत संदर्भित अर्जाबाबत आपण मोने नगर येथील स.नं.१३८/७, क्षेत्र १३०.०० चौ.मी. या भोगवट्यावर वर्ष -१ च्या भूमिनीस अकृषिक करणाकरीत अकृषिक आकारणी व रुपांतरित कर भरून घेणेबाबत या कर्णालयात विनंती अर्ज सादर केलेला आहे. शासन महसूल व वन विभाग यांचेकडील सन २०१७ चा महाराष्ट्र अध्यादेश क्रमांक दि.०५/०१/२०१७ (महाराष्ट्र अधिन महसूल-संहिता-१९६६) यात आणखी सुधारणा करण्यासाठी अध्यादेश) जारी करण्यात येऊन उक्त संहिता कलम ४२अ नंतर ४२ब, ४२क हे नव्याने समाविष्ट करण्यात येऊन सुधारणा करण्यात आलेली आहे.

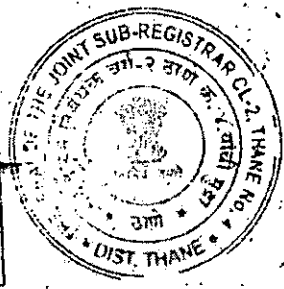
या अधिसूचनेनुसार या क्षेत्रात रुपांतरित कर भरून घेणे व अकृषिक आकारणी निरिक्त करणे आवश्यक आहे. नगरवचनाकार, मिठ भाईदर महानगरपालिका यांचेकडील मंथूर विकास योजनेनुसार विषयावबत जमिन रूढिवास विभागात समाविष्ट होत आहे. त्यानुसार यानी मोने नगर येथील स.नं.१३८/७, क्षेत्र १३०.०० चौ.मी. या भूमिनीची रूढिवास प्रयोजनाचे रुपांतरित करावी आकारणी व सन २०१७ च्या वर्सुकी अकृषिक आकारणी खालीलप्रमाणे होत आहे.

मोने नगर गाव्याकरीत विनंती आकारणी दर १७.११५ प्रति चौ.मी.
 अकृषिक आकारणी (रूढिवास प्रयोजनाचे) = विनंती दर X क्षेत्र
 = १७.११५ X १३०.०० = २२२९.००
 रुपांतरित कर = अकृषिक कर X ५ = २२२९ X ५ = १११४५.००
 एकूण = अकृषिक आकारणी + रुपांतरित कर = २२२९ + १११४५ = ११३६७४.००

अशाप्रकारे वरीलप्रमाणे अकृषिक कर व रुपांतरित कर मिळवण होणारी एकूण रक्कम रुपये ११३६७४/- मात्र या कार्यलयत चलनाद्वारे (SBI GOVT E- COLLECTION A/C NO.२११२२३५७२३) शासनच्या वेबसाईट व नियोजन प्राधिकारी यांचेकडून बांधकामाबाबत प्राप्त परवानगी (IOD/CC) मोने नगर येथील स.नं.१३८/७, क्षेत्र १३०.०० चौ.मी. या भूमिनीचे अद्यत्त ७/१२ वतार, व बांधकाम परवानगीच्या प्रमाणपत्राच्या प्रतीसह या निवेदनाद्वारे कार्यलयत सनद मिळवणेबाबत अर्ज सादर करावा.

प्रति,
 प्रत्येकी सत्य अर्थाने
 प्रयोजनाकरीत अर्जा नोंदी अधिसूचर अधिलेखित तालमसूच घेणेबाबत

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 २०२१
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BUILT-UP AREA CALCULATION GROUND FLOOR WING A

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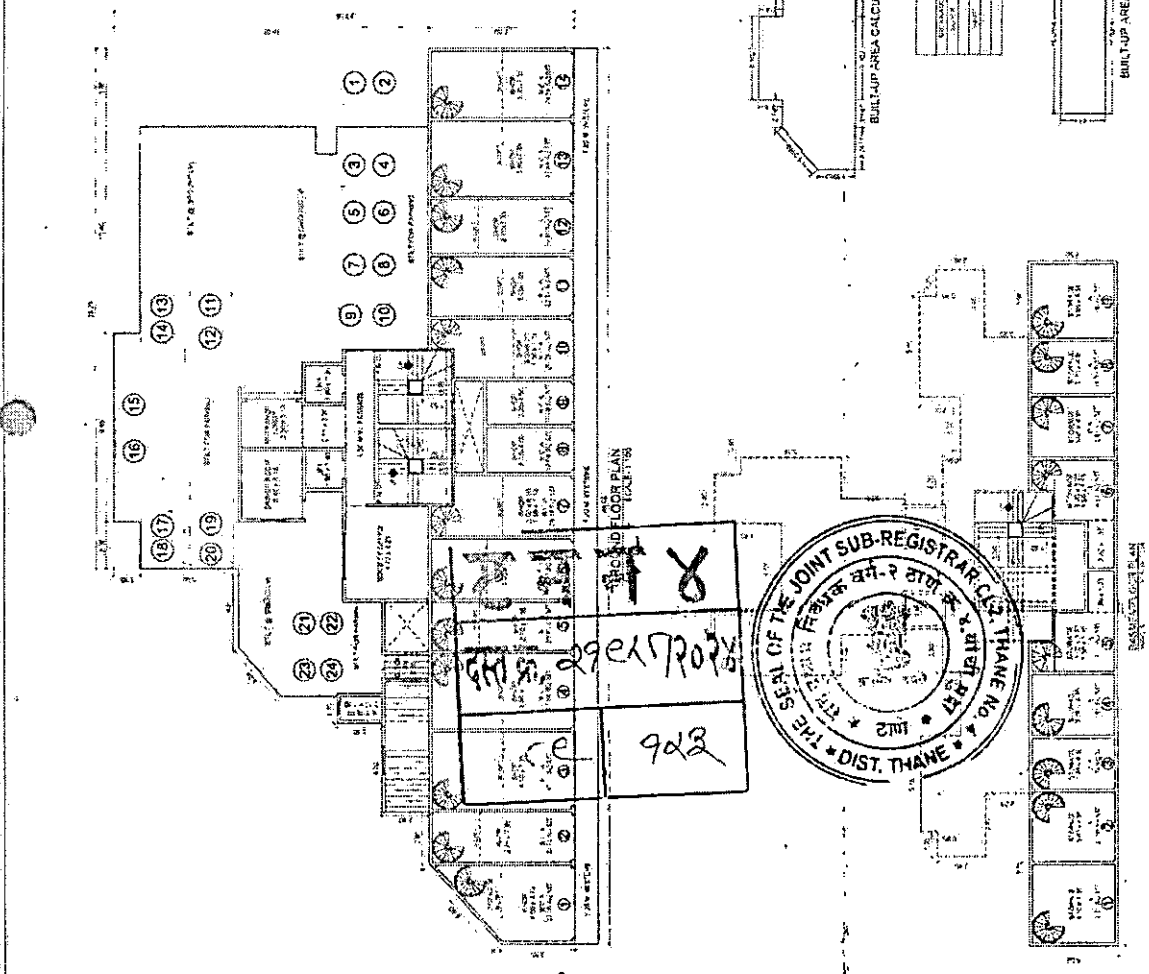
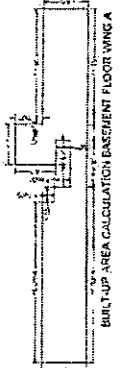
BUILT-UP AREA CALCULATION GROUND FLOOR WING A

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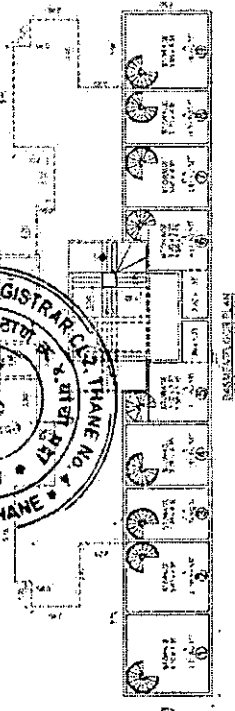
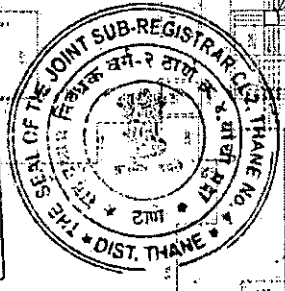


BUILT-UP AREA CALCULATION GROUND FLOOR WING A

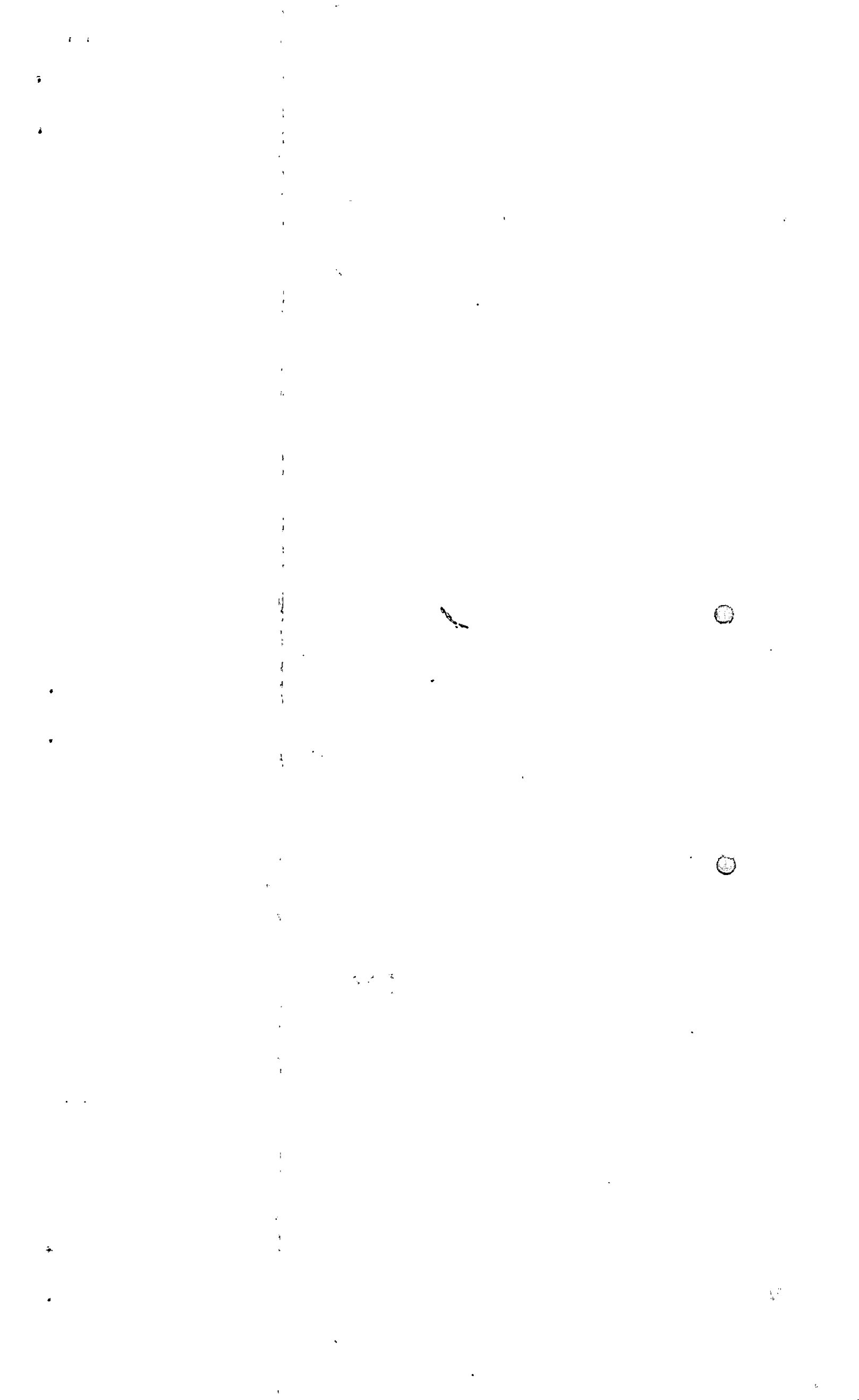
Sl. No.	Room Name	Area (sq. ft.)
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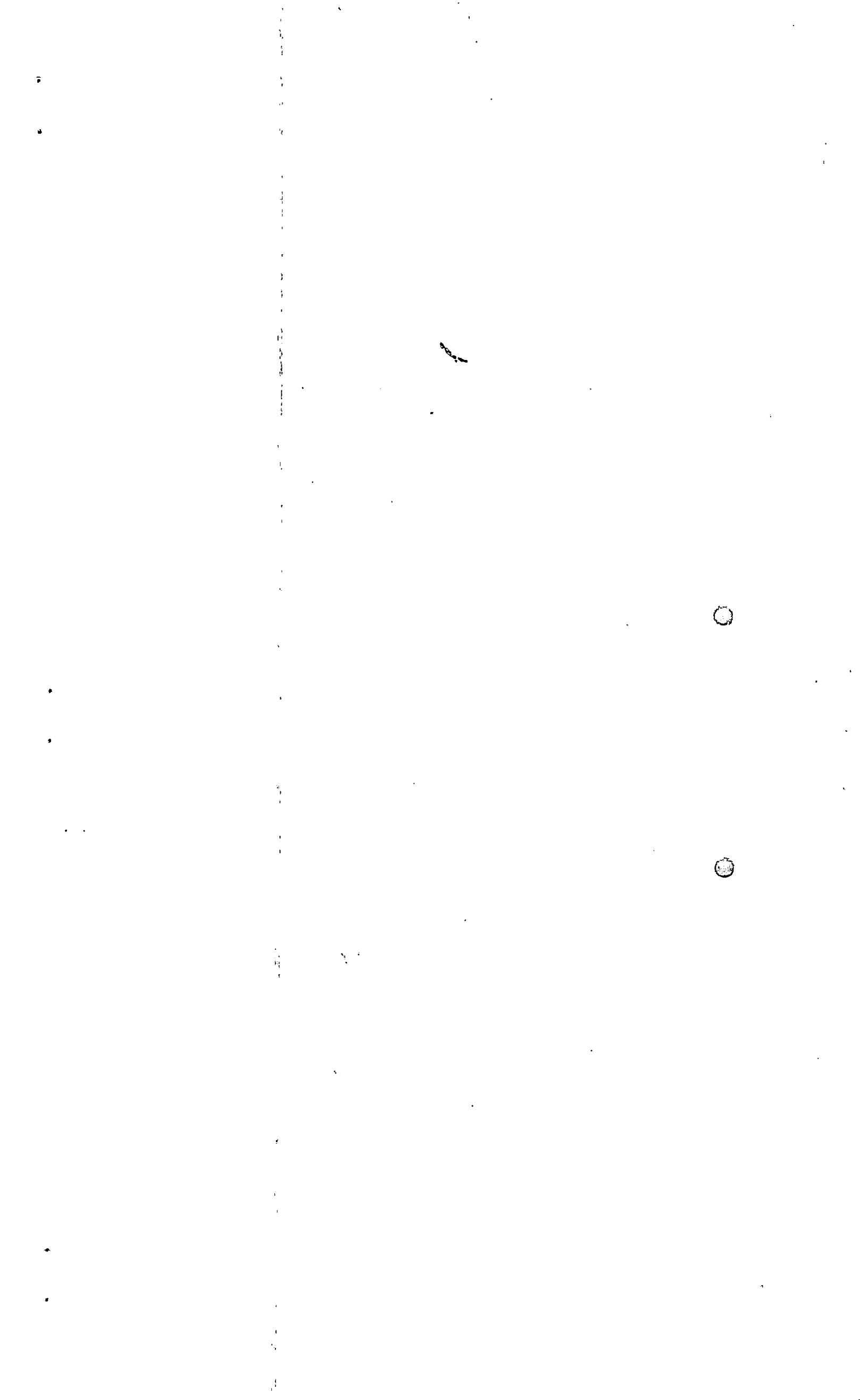


Handwritten notes and signatures in a box, including the number '902'.



Vertical text label on the right side of the main plan.

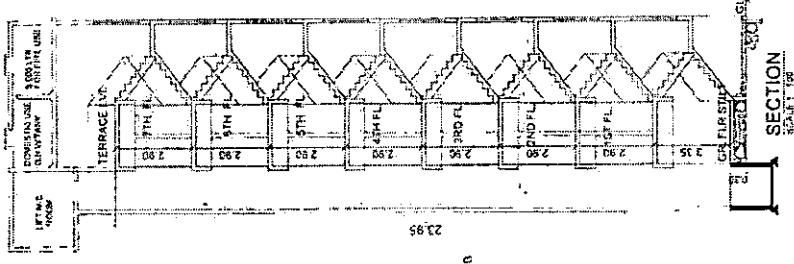




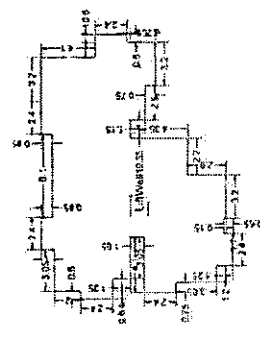
Signature valid

WING B
SHEET-3/6

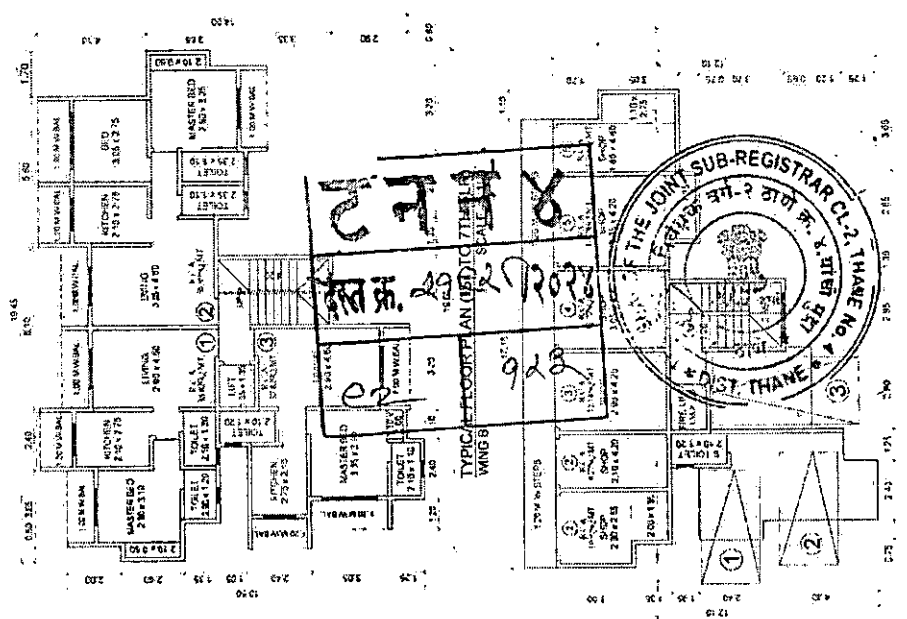
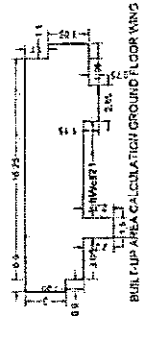
NO. 5	DATE	18/08/2023
BY	NAME	...
FOR	NAME	...
DATE	18/08/2023	
SCALE	AS SHOWN	
PROJECT	...	
CLIENT	...	
DESIGNER	...	
CHECKER	...	
DATE	18/08/2023	



DATA OF AREA CALCULATIONS			
AREA NAME	LENGTH	WIDTH	AREA (SQ. M)
BLOCK	18.50	18.50	341.25
WING A	18.50	18.50	341.25
WING B	18.50	18.50	341.25
TOTAL			1023.75



DATA OF AREA CALCULATIONS			
AREA NAME	LENGTH	WIDTH	AREA (SQ. M)
BLOCK	18.50	18.50	341.25
WING A	18.50	18.50	341.25
WING B	18.50	18.50	341.25
TOTAL			1023.75



GROUND FLOOR PLAN
WING B
SCALE: 1/50





Mira Bhayandar Municipal Corporation
APPENDIX D-1
SANCTION OF BUILDING PERMISSION
AND COMMENCEMENT CERTIFICATE



Building Permit No - 241085
Proposal Code : MBMC-24-08674

Permit No. : MBMC/B/2024/APL/00183
Date : 28/02/2024

Building Name :	WING A(Mixed)	Floors :	BASEMENT FLOOR,GROUND FLOOR,1ST FLOOR ,2ND FLOOR,TYPICAL FLOOR 3RD TO 7TH 9TH TO 12TH 14TH TO 17TH,REFUGE FLOOR 8TH FLOOR,REFUGE FLOOR 13TH FLOOR
Building Name :	WING B(Mixed)	Floors :	GROUND FLOOR,TYPICAL FLOOR 1ST TO 7TH

To,

i) Niket Khushal Rambhia,

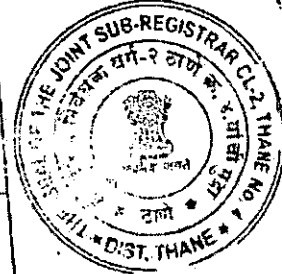
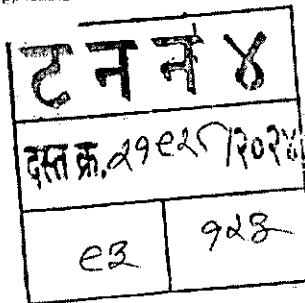
(OLD) SURVEY NO. 462/4, 7; (NEW) SURVEY NO. 138/4, 7; VILLAGE- NAVGHAR, TAL. AND DIST- THANE.

ii) Basavaraj Gadekar (Engineer)

Sir/Madam,

With reference to your application No MBMC202400013, dated 31-01-2024 for the grant of sanction of Commencement Certificate under Section 18/44 of The Maharashtra Regional and Town Planning Act, 1966 read with - , to carry out development work / Building on Plot No , City Survey No./Survey No./Revenue S.No./Khasra/No./Gut No. (OLD) SURVEY NO. 462/4, 7; (NEW) SURVEY NO. 138/4, 7, Final Plot No. , Sector No. , Mouje Navghar situated at Road / Street , Society . The Commencement Certificate / Building Permit is granted under Section 18/45 of the said Act, subject to the following conditions :

1. The land vacated in consequence of the enforcement of the set back line shall form part of the public street.
2. No new building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until Occupancy permission has been granted.
3. The Development permission/Commencement Certificate shall remain valid for a period of one year commencing from the date of its issue.
4. This permission does not entitle you to develop the land which does not vest in you.
5. This permission is being issued as per the provisions of UDCPR. If any permission is required to be obtained from any department of the state or central government under the provisions of any other laws / rules , it shall be binding on the owner/ developer to obtain such permission from the concerned authority.
6. Information Board to be displayed at site till Occupation Certificate.
7. If in the development permission reserved land/amenity space/road widening land is to be handed over to the authority in the lieu of DEVELOPMENT RIGHTS if any, then necessary possession receipt, registered transfer deed alongwith change in name on record of rights shall be executed in the name of authority with in 6 month from the commencement certificate.
8. All the provision mentioned in UDCPR,as may be applicable, shall be binding on the owner/developer.
9. Provision for recycling of Gray water ,where ever applicable shall be completed prior to completion certificate and design, drawing with completion certificate shall be submitted along with the application for occupancy certificate.
10. Lift Certificate from PWD should be submitted before Occupation Certificate, if applicable.
11. Permission for cutting of tree, if necessary, shall be obtained from the tree authority. Also the certificate/letter for plantation of trees on the land, if required under the provision of tree act, shall be submitted before occupation certificate.
12. All guidelines mentioned in the environment and forest climate change department, Govt. of Maharashtra, letter no CAP-2023/CR-170,TC-2, shall be followed, if applicable
13. Authority will not supply water for construction.





Mira Bhayandar Municipal Corporation
APPENDIX D-1
SANCTION OF BUILDING PERMISSION
AND COMMENCEMENT CERTIFICATE

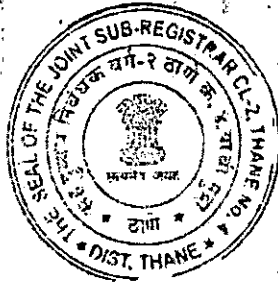


Building Permit No - 241085
Proposal Code : MBMC-24-08674

Permit No. : MBMC/B/2024/APL/00183
Date : 28/02/2024

14. Areas/cities where storm water drainage system exists or designed, design and drawings from Service consultant for storm water drainage should be submitted to the concerned department of the authority before Commencement of the work and completion certificate of the consultant in this regard shall be submitted along with the application for occupancy certificate.
15. The owner/developer shall submit the completion certificate from the service consultant for completion of the septic tank or proper connection to the sewerage system of the authority or sewage treatment plant (where ever necessary)
16. i. It shall be mandatory for the applicant or developer to complete the roads, drainage, sewers, and open space (RG) in the approved drawings as per the rules of the Municipal Corporation and keep the facility open for public use permanently. ii. The validity of this approval will last up to four years. However, if the work is not started within one year, the responsibility of the developer to renew the permission as per regulation 2.71 of the Consolidated Development Control Promotion Rules remains. Otherwise, the said approval shall be legally void automatically. iii. It shall be the responsibility of the developer/ sub-developer, licensee, construction supervisor, architect/ consulting engineer, structural engineer, site supervisor to comply with the roles and responsibilities as mentioned in APPENDIX - C of UDCPR 2020. iv. An affidavit given by the developer regarding the ownership of the said premises and that there is no claim pending in court. If any inconsistency is found in this, the permission given will be revoked. v. Regarding the ownership of the said place and the boundaries of the place, the developer will be fully responsible for the court claim and access road, and the Municipal Corporation will not be responsible for the same. Also, if any kind of inconsistency is found in this regard, the said permission will be considered cancelled. vi. It will be mandatory to arrange rainwater harvesting on site, to keep the system in operation with a separate over-tank and plumbing line, and to submit a certificate from the water supply department in this regard. vii. The construction of the septic tank in the space shown in the drawings shall be as per IS-2470. viii. Solar Water Heating System (Solar Water Heating System) of 100 liter capacity per flat or UDCPR Regulation No, before the occupancy certificate for the proposed building. As per 13.2, it will be mandatory for us to install and operate a rooftop Photovoltaic (RTPV) System and submit the no-failure certificate from the Public Works Department. ix. As advised by the tree authority before issuing an occupancy certificate Per 100 sq. m., there will be two trees, as well as R.G., in the plot of 100 sq. m. It will be mandatory to plant five trees and submit an approval certificate from the tree authority department. x. It will be mandatory to submit the final occupancy certificate after fulfilling the conditions of the provisional occupancy certificate from the fire department. xi. Under Section 263 of the Maharashtra Municipal Corporation Act, 1949, it will be mandatory for us to obtain an occupancy certificate. xii. A completion certificate and Occupancy Certificate will not be issued after the completion of the building unless the terms and conditions specified in the building permit are complied with. If the conditions are not fulfilled, a case will be registered against the developer under the Maharashtra Regional and Town Planning Act 1966 and the Maharashtra Municipal Corporation Act 1949, and further action will be taken. xiii. While starting the construction of the building on the said site, it will be the sole responsibility of the developer, architect, structural engineer, and site supervisor to ensure that the surrounding buildings, constructions, and residents will not be disturbed due to the ancillary work of the construction or that there will be no loss of life or money, and the Municipal Corporation will not be responsible for the same. xiv. It will be our obligation to set up and implement a bio-fertilizer production project of the required capacity for the residents of the said housing complex. xv. It will be mandatory for the developer of the proposal to install electric charging points for electric vehicles from a recognized organization in the proposed parking lot as shown in the drawings and to submit the certificate for the same before the occupancy certificate of the building. xvi. It shall be mandatory to obtain permission from the concerned revenue authority and pay the necessary fee for earth filling or excavation in the said place. xvii. It will be the responsibility of the developer to obtain the necessary permits and approval certificates for the said site as per government directives. xviii. Payment of Vacancy Tax will be mandatory for you in every financial year until the date of receipt of the Occupancy Certificate. Failure to pay tax will result in further legal action being taken against you. xix. Prior to the Occupancy Certificate, Government Notification No. As per TPS1218/2710/Pro.No.117/18, Navi-12, dated October 6, 2018, it will be mandatory to construct and implement a sewage treatment and reuse project of the required capacity in the said place. xx. It is essential and mandatory to cover the construction area with a green net from the bottom to the height of the construction during the period from the commencement of the construction to the completion of the construction in the proposed area. xxi. Right of way must be insisted from Main road to the said premises. xxii. Sprinkler System must be installed in the said premises. xxiii. It is necessary to set up a system for cleaning the tires of the vehicles coming and going in the said proposed area. xxiv. In this proposal as per MMRDA letter dated 13/04/2023 or as per Government further order it is binding to developer to pay 100% additional development charges against metro line no. 09.

241085	
29/02/24	100%
20	92%





Mira Bhayandar Municipal Corporation
 APPENDIX D-1
 SANCTION OF BUILDING PERMISSION
 AND COMMENCEMENT CERTIFICATE



Building Permit No - 241085
 Proposal Code : MBMC-24-08674

Permit No. : MBMC/B/2024/APL/00183
 Date : 28/02/2024

17. 1. In the said proposal as per an affidavit submitted dated 4th July 2023 regarding the ownership of the land if any title problem arise in future developer will be sofe responsible for the said property and if any consistency is found in this the permission given will be cancelled. 2. In the said proposal, the required parking for the Wing-B is indicated in the stack parking at Wing- A as shown on the plan. The developer should proceed accordingly.

Signature valid

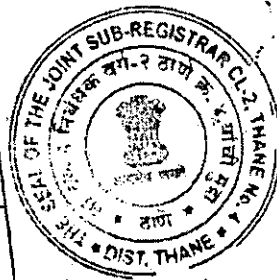
Digitally signed by PURUSHOTTAM KUNDOHARRAO
 SHINDE
 Date: 2024.02.28 17:43:37 IST
 Reason: Approved & Issued
 Location: Mira Bhayandar Municipal Corporation
 Project Code : MBMC-24-08674
 Application Number: MBMC/B/2400013
 Proposal Number: 241085
 Certificate Number: MBMC/B/2024/APL/00183

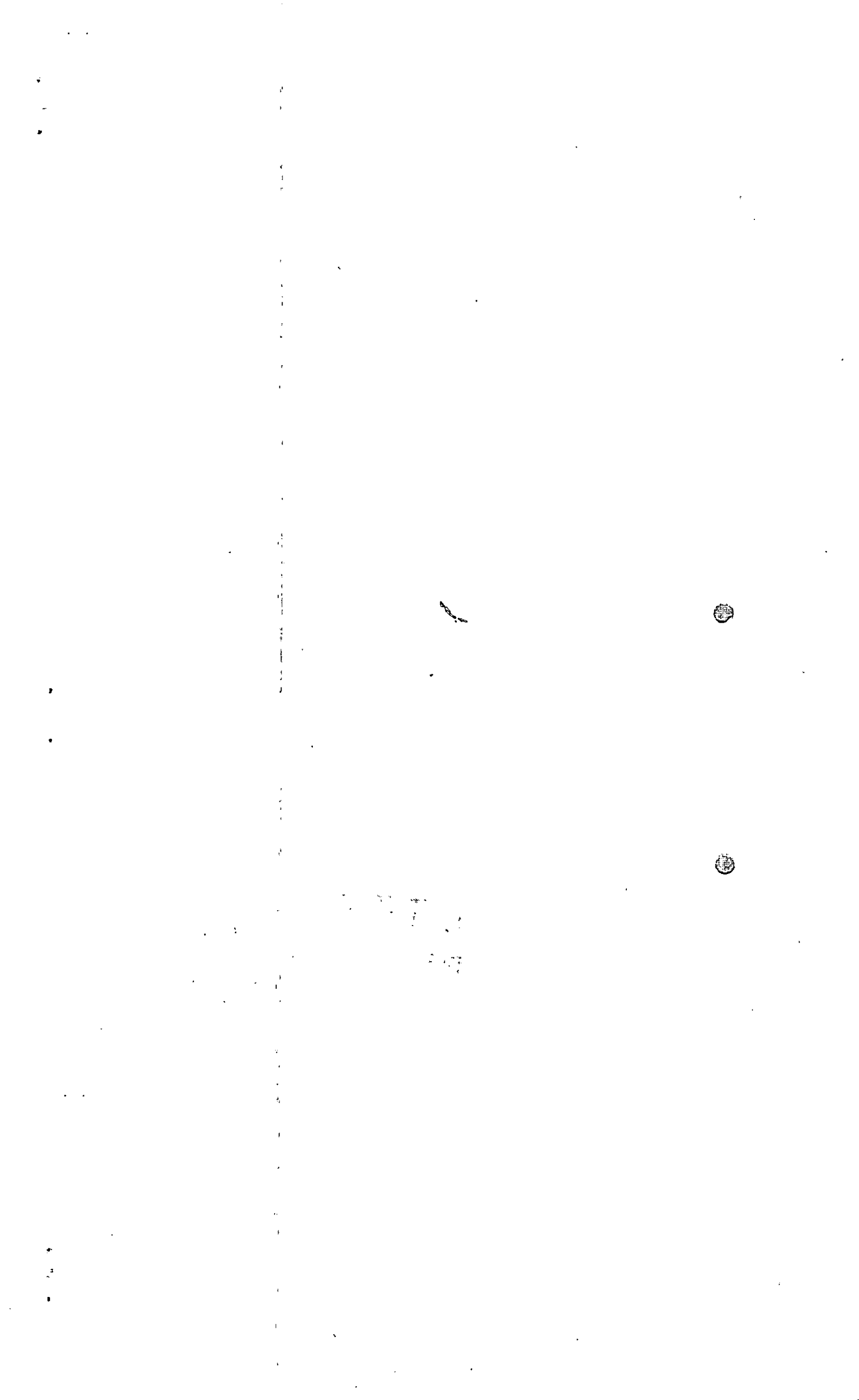


Scan QR code for verification of authenticity.

Assistant Director Town Planning,
 Mira Bhayandar Municipal Corporation,

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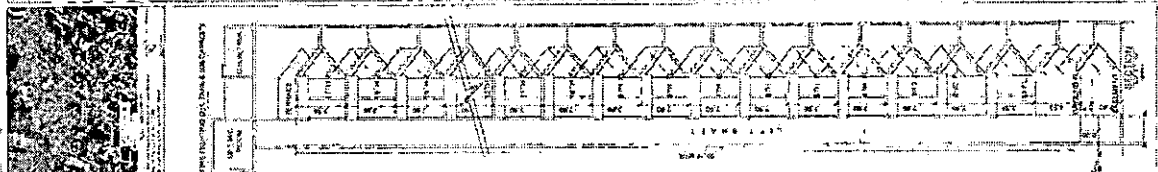


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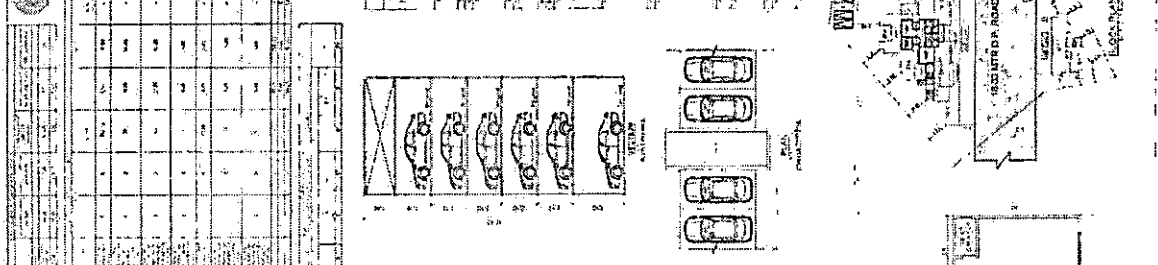
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MUNICIPALITY
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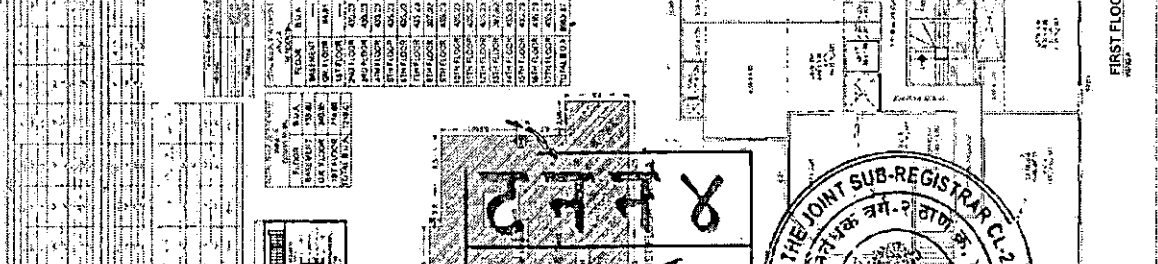
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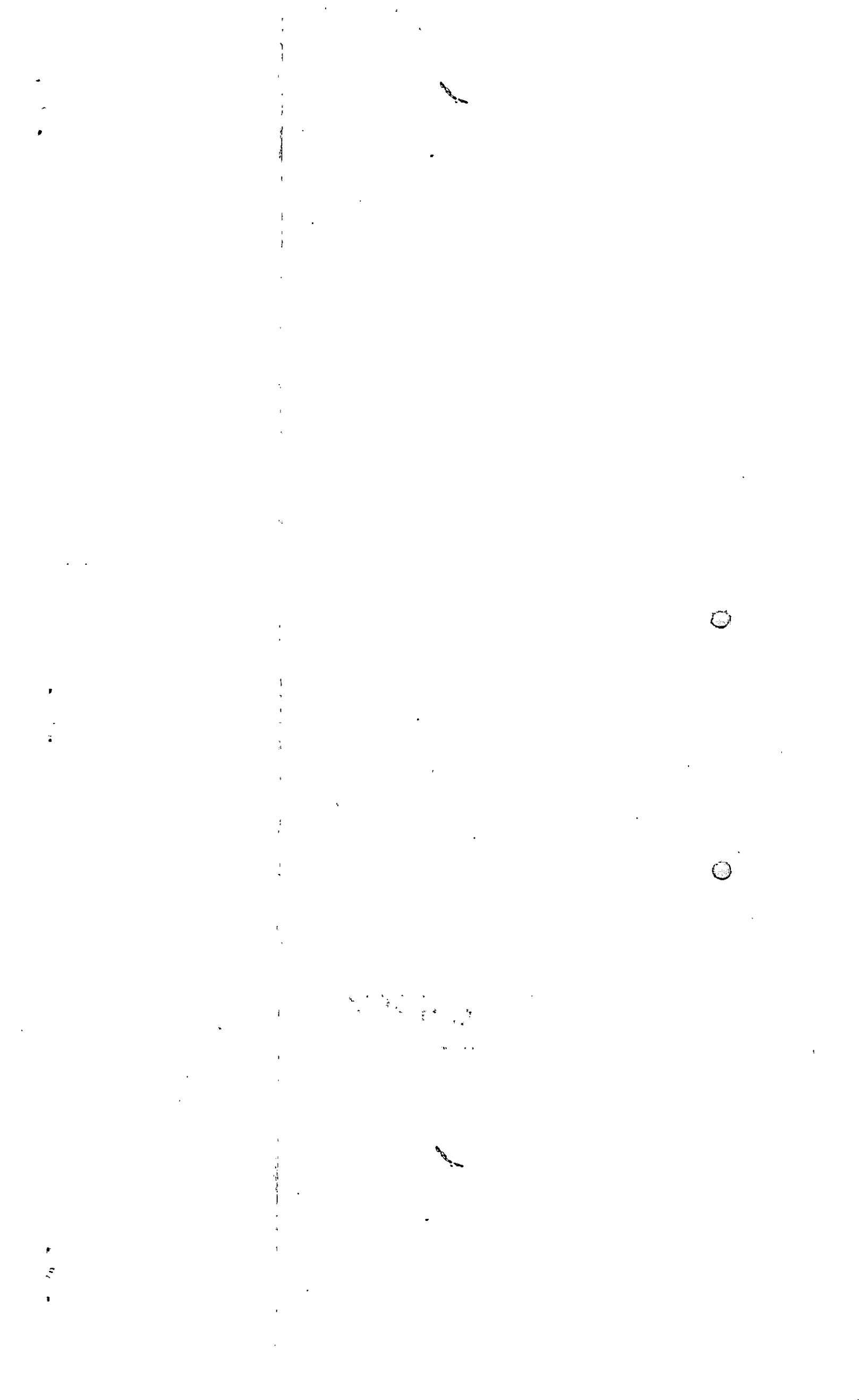


8 नंवा

दस्तावेज क्र. १००१२०२४

THE SEAL OF THE JOINT SUB-REGISTRAR C-2, THANE NO. 453, DIST. THANE.

FIRST FLOOR PLAN



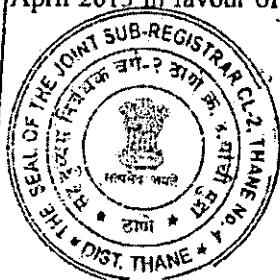
It appears heirs of Rose Itur Gomes in the meantime transferred their rights in the lands inherited including to one Shri. Dinesh Manihar by diverse Deeds of Assignment and also executed Power of Attorney in favour of Shri. Dinesh Manihar. The said Shri. Dinesh Manihar did contest Tenancy Proceedings but without success. The matter is pending before Sub Divisional Officer (S.D.O), Thane after order dated 12th April 2019 passed by Member Maharashtra Revenue Tribunal Mumbai (M.R.T) in case no. TNC/REV/247/18 to remand back the Tenancy Proceedings. The order passed by the Member M.R.T. Mumbai was challenged by Shri. Niket Khushal Rambhia before Hon'ble High Court by filing Writ Petition No. 11594/2019. The Hon'ble High Court Bombay by order dated 29th January 2021 was pleased to set aside the order passed by the Member M.R.T. condoning the delay and directed S.D.O., Thane to decide the application for condonation of delay a fresh.

The Hon'ble S.D.O., Thane by order dated 11th October 2021 passed in Tenancy revision Appeal No. 21 of 2021 was pleased to dismiss the application filed by Cecil Domic Gomes and others for delay condonation. As a result, thereof the order passed by A.L.T. u/s. 32 G stands confirmed.

The heirs of Rose Itur Gomes by alleged conveyance dated 21st December 2010 transferred whatever rights held by them to Shri. Ghanyasham Naik of M/s. G.N. Construction on as is where is basis who has filed Special Civil Suit No. 481 of 2014 but no prohibitory orders are passed against heirs of Hari Damodar Thakur or Shri. Niket Khushal Rambhia.

It appears that Gajanan Hari Thakur and others thereafter by executed Conveyance dated 22nd April 2013 in favour of Shri. Niket Khushal Rambhia after

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ARUN SINGH

Advocate, High Court

C 1708, Indraprasth, New Golden Nest Phase 16, Bhayandar (East) Thane 401105

E-Mail ID: arun.singh2011@yahoo.co.in

Tel. No. 9769979751

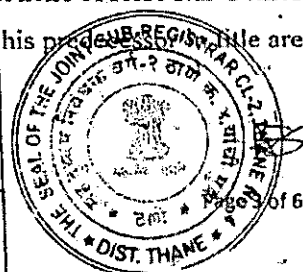
obtaining Sale permission bearing No. SR-15/2012 U/s 43 of B.T. and A.L. act from Sub Divisional Officer Dated 19/01/2013. The said conveyance is duly lodged for registration with Sub Registrar of Assurance on 05th August 2013 at Sr. No. TNN-2/6262/2013. The sale permission granted in favour of Shri. Niket Khushal Rambhia was challenged before Maharashtra Revenue Tribunal Mumbai by heirs of Rose Itur Gomes and Mr. Uday Ghanyasham Naik by way of Revision Application No. 230 of 2014, but the same was dismissed by order dated 16th April 2016, passed by Member, Maharashtra revenue Tribunal.

The Hon'ble Bombay High Court by order dated 30th January 2017, passed in Appeal from Order No.492/2016 filed by Uday G. Naik against the dismissal of injunction application in Special Civil Suit No. 481/2014 directed the respondents therein i.e. heirs of Hari Damodar Thakur and Shri. Niket Khushal Rambhia to give notice of 8 weeks inter alia before starting construction. Shri. Niket Rambhia in compliance of order of Bombay High Court gave notice dated 13th November 2018 to Mr. Uday Ghanyasham Naik.

On the Application of Shri. Niket Khushal Rambhia, Tahasildar Thane by Order bearing No. SR.207/2017, dated 30/01/2018 was pleased to fix N.A. assessment tax which order has been duly complied with.

From the search report dated 26/09/2014, 19/10/22 and 11/10/23, it appears that Special Civil Suit No. 131/2013 has been filed against heirs of Rose Itur Gomes and others but neither Shri. Niket Khushal Rambhia nor his predecessors are party to it.

टनन ४	
दस्ता क्र. २९२१/२०१४	
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No objections were received in response to public notice dated 1st November 2021 and published in daily free Press Journal and Navshakti both dated 2nd November 2021.

In the Development Plan for the city of Mira Bhayander, an area of 807.49 sq. meters is shown as 18 meters wide D.P. Road' of the land bearing Old Survey No. 462, New Survey No. 138, Hissa No. 4, admeasuring 3110 sq. meters, situated, lying and being at Village Navghar, Taluka and District Thane, in the Registration District and Sub-District of Thane and within the limits of Mira Bhayandar Municipal Corporation (hereinafter referred as 'the reserved area').

By Deed of Transfer, dated 25th November 2022, duly registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/19569/2022, dated 25th November 2022, Shri. Niket Khushal Rambhia had handed over the said reserved area to Mira Bhayandar Municipal Corporation on the terms and conditions stipulated therein and by Mutation Entry No. 3253, dated 24th January 2023, the name of Mira Bhayandar Municipal Corporation has been mutated on an area of 807.49 sq. meters on the 7/12 extract of the entire property.

By an Agreement for Sale, dated 29th February 2024, duly registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No. TNN-8/4438/2024, dated 1st March 2024, Shri. Niket Khushal Rambhia and other had agreed to sell an area admeasuring 2302.51 sq. metes forming the portion of the land bearing Old Survey No. 462, New Survey No. 138, Hissa No. 4, admeasuring 3110 sq. meters alongwith all benefits, rights, TDR, FSI and other entitlements in whatsoever form arising out of area 807.49 sq. meters surrendered to

29/02/2024	
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Tel. No. 9769979751

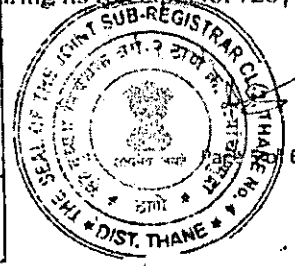
MBMC, situated at Village Navghar, Taluka & District Thane (hereinafter referred as 'the said property') to M/s. Stonewall Buildcon LLP through its Partners M/s. Seven Eleven Construction Pvt. Ltd. and M/s. Salasar Estate Developers LLP at the price and on the terms and conditions stipulated therein.

In pursuance of Agreement for Sale, dated 29th February 2024, Shri. Niket Khushal Rambhia and other executed an Irrevocable General Power of Attorney, dated 29th February 2024, duly registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No. TNN-8/4439/2024, dated 29th February 2024, in favour of the partners of M/s. Stonewall Buildcon LLP conferring upon them several powers inter-alia power to sell the said property to the person or persons of their choice.

By a Deed of conveyance dated 29th February 2024, duly registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No. TNN-8/4444/2024, dated 1st March 2024, Shri. Niket Khushal Rambhia and other had sold, transferred and conveyed the said property to M/s. Stonewall Buildcon LLP through its Partners M/s. Seven Eleven Construction Pvt. Ltd. and M/s. Salasar Estate Developers LLP for the consideration mentioned therein and by Mutation Entry No. 3640, dated 4th March 2024, the name of M/s. Stonewall Buildcon LLP had mutated on the 7/12 extract of the said property.

The search Clerk Shri. P. Nikam has taken the searches on 5th April 2024 in the office of Sub-Registry of Thane from 2023 to 2024 bearing its Receipt No. 726].

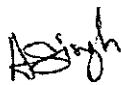
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On the whole from the searches taken search clerk in the office of Sub-Registry of Thane and also on the basis of documents produced before me as well as on the basis of information provided to me, I hereby state and certify that the title to an area admeasuring 2302.51 sq. metes forming the portion of the land bearing Old Survey No. 462, New Survey No. 138, Hissa No. 4, admeasuring 3110 sq. meters alongwith all benefits, rights, TDR, FSI and other entitlements in whatsoever form arising out of area 807.49 sq. meters surrendered to MBMC, situated at Village Navghar, Taluka & District Thane, owned by M/s. Stonewall Buildcon LLP through its Partners M/s. Seven Eleven Construction Pvt. Ltd. and M/s. Salasar Estate Developers LLP is clear, marketable and free from all encumbrances subject to the Judgement and Decree passed in Special Civil Suit No. 481/2014. I further state and certify that M/s. Stonewall Buildcon LLP are entitled to develop the said property on obtaining necessary permissions and sanctions from the authorities concerned.

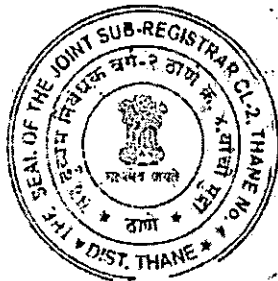
Dated this 13th Day of May, 2024

Arun Singh



Advocate

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दिनांक 29 th 12/2023	
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ARUN SINGH

Advocate, High Court

C 1708, Indraprasth, New Golden Nest Phase 16, Bhayandar (East) Thane 401105
E-Mail ID: arun.singh2011@yahoo.co.in Tel. No. 9769979751

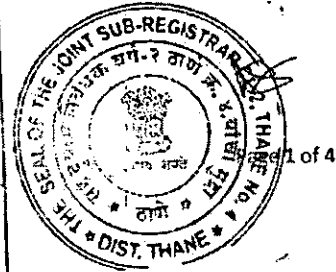
TITLE CERTIFICATE

THIS IS TO CERTIFY that I have investigated the title of the land bearing Old Survey No. 462, New Survey No. 138, Hissa No. 7, admeasuring 130 sq. meters, situated at Village Navghar, Taluka & District Thane, owned by M/s. Stonewall Buildcon LLP through its Partners M/s. Seven Eleven Construction Pvt. Ltd. and M/s. Salasar Estate Developers LLP have to state asunder;

At all the relevant time one Lakshmibai Mahadev Patil was the holder of the land bearing New Survey No. 138/7 corresponding (Old Survey No. 462/7) admeasuring 130 sq.mtrs., situated at Village Navghar, Taluka & District Thane are herein after referred to as "Said Property". The said Lakshmibai Mahadev Patil died intestate on 02nd December 1994 leaving behind Shri. Gajanan Mahadev Patil being the only heir and legal representative entitled to succeed to the estates and properties of the said deceased under the provisions of the Hindu Succession Act, by which the said deceased governed at the time of death.

The said Gajanan Mahadev Patil died intestate on 31st March 2002 leaving behind his legal heirs namely (i) Shri. Rupesh Gajanan Patil, (ii) Shri. Bhushan Gajanan Patil (iii) Shri. Nitesh Gajanan Patil, (iv) Rupali Vinod Pawshe and (v) Smt. Leclabai Gajanan Patil (vi) Shri. Pradeep Mahadev Patil (vii) Smt. Jyotsna Keshav Thakur (viii) Smt. Kundabai Kishore Patil being the only heirs and legal representatives entitled to succeed to the estates and properties of the said deceased under the provisions of the Hindu Succession Act, by which the said deceased governed at the time of his death.

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दस्ता क्र. २१२५/२०१४	
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ARUN SINGH

Advocate, High Court

C 1708, Indraprasth, New Golden Nest Phase 16, Bhayandar (East) Thane 401105

E-Mail ID: arun.singh2011@yahoo.co.in

Tel. No. 9769979751

By Mutation Entry No. 1460 dated 22nd March 2012 of Village Navghar the names of (i) Shri. Rupesh Gajanan Patil, (ii) Shri. Bhushan Gajanan Patil (iii) Shri. Nitesh Gajanan Patil, (iv) Rupali Vinod Pawshe and (v) Smt. Leelabai Gajanan Patil (vi) Shri. Pradeep Mahadev Patil (vii) Smt. Jyotsna Keshav Thakur (viii) Smt. Kundabai Kishore Patil have been recorded in the 7/12 Extract of the Said Property.

By Deed of Conveyance dated 15th April 2015 registered in the office of Sub-Registrar of Assurances at Thane-10 under document No. TNN-10 5572-2015 dated on 16th April 2024 executed between (i) Shri. Rupesh Gajanan Patil, (ii) Shri. Bhushan Gajanan Patil (iii) Smt. Leelabai Gajanan Patil (iv) Shri. Pradeep Mahadev Patil (v) Smt. Jyotsna Keshav Thakur (vi) Smt. Kundabai Kishore Patil (vii) Shri. Nitesh Gajanan Patil, (viii) Rupali Vinod Pawshe and Shri. Niket Khushal Rambia. The said (i) Shri. Rupesh Gajanan Patil, (ii) Shri. Bhushan Gajanan Patil (iii) Smt. Leelabai Gajanan Patil (iv) Shri. Pradeep Mahadev Patil (v) Smt. Jyotsna Keshav Thakur (vi) Smt. Kundabai Kishore Patil (vii) Shri. Nitesh Gajanan Patil, (viii) Rupali Vinod Pawshe conveyed sold all right, title, interest in the said property to Shri. Niket Khushal Rambia.

In pursuance of Deed of Conveyance dated 15th April 2015, (i) Shri. Rupesh Gajanan Patil, (ii) Shri. Bhushan Gajanan Patil (iii) Smt. Leelabai Gajanan Patil (iv) Shri. Pradeep Mahadev Patil (v) Smt. Jyotsna Keshav Thakur (vi) Smt. Kundabai Kishore Patil and Shri. Niket Khushal Rambia. The said (i) Shri. Rupesh Gajanan Patil, (ii) Shri. Bhushan Gajanan Patil (iii) Smt. Leelabai Gajanan Patil (iv) Shri. Pradeep Mahadev Patil (v) Smt. Jyotsna Keshav Thakur (vi) Smt. Kundabai Kishore Patil (vii) Shri. Nitesh Gajanan Patil, (viii) Rupali Vinod Pawshe executed an Irrevocable General Power of Attorney, dated 15th April 2024, duly registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No. TNN-10 5572-2015, dated 16th April 2015, in favour of

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the partners of M/s. Stonewall Buildcon LLP conferring upon them several powers inter-alia power to sell the said property to the person or persons of their choice.

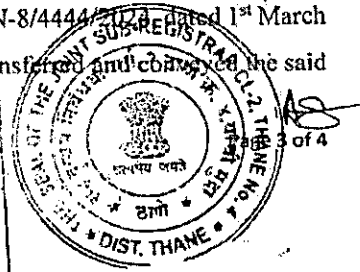
The name of Estate Investment Company Pvt. Ltd was appearing on 7/12 Extract of Said Property for which the Estate Investment Company Pvt. Ltd has issued a No Objection on 13th April 2015. By Deed of Release dated 16th August 2016 executed by the Estate Investment Company Pvt. Ltd in favour of Shri. Niket Kushal Rambhiya the said Estate Investment Company Pvt. Ltd have released all the right, title, interest in the said property in favour of Shri. Niket Kushal Rambhiya.

By an Agreement for Sale, dated 29th February 2024, duly registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No. TNN-8/ 4438/ 2024, dated 1st March 2024, Shri. Niket Khushal Rambhia and other had agreed to sell the land bearing Old Survey No. 462, New Survey No. 138, Hissa No. 7, admeasuring 130 sq. meters, situated at Village Navghar, Taluka & District Thane to M/s. Stonewall Buildcon LLP through its Partners M/s. Seven Eleven Construction Pvt. Ltd. and M/s. Salasar Estate Developers LLP at the price and on the terms and conditions stipulated therein.

In pursuance of Agreement for Sale, dated 29th February 2024, Shri. Niket Khushal Rambhia and other executed an Irrevocable General Power of Attorney, dated 29th February 2024, duly registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No. TNN-8/4439/2024, dated 29th February 2024, in favour of the partners of M/s. Stonewall Buildcon LLP conferring upon them several powers inter-alia power to sell the said property to the person or persons of their choice.

By a Deed of conveyance dated 29th February 2024, duly registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No. TNN-8/4444/2024 dated 1st March 2024, Shri. Niket Khushal Rambhia and other had sold and transferred the said

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ARUN SINGH

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Tel. No. 9769979751

property to M/s. Stonewall Buildcon LLP through its Partners M/s. Seven Eleven Construction Pvt. Ltd. and M/s. Salasar Estate Developers LLP for the consideration mentioned therein and by Mutation Entry No. 3640, dated 4th March 2024, the name of M/s. Stonewall Buildcon LLP is mutated on the 7/12 extract of the said property.

The search Clerk Shri. P. Nikam has taken the searches on 5th April 2024 in the office of Sub-Registry of Thane from 2023 to 2024 bearing its Receipt No. 7261.

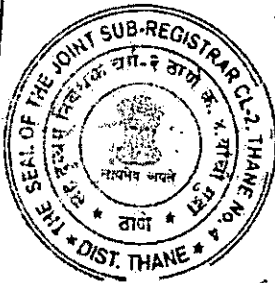
On the whole from the searches taken search clerk in the office of Sub-Registry of Thane and also on the basis of documents produced before me as well as on the basis of information provided to me, I hereby state and certify that the title to the land bearing Old Survey No. 462, New Survey No. 138, Hissa No. 7, admeasuring 130 sq. meters, situated at Village Navghar, Taluka & District Thane, owned by M/s. Stonewall Buildcon LLP through its Partners M/s. Seven Eleven Construction Pvt. Ltd. and M/s. Salasar Estate Developers LLP is clear, marketable and free from all encumbrances. I further state and certify that M/s. Stonewall Buildcon LLP are entitled to develop the said property on obtaining necessary permissions and sanctions from the authorities concerned.

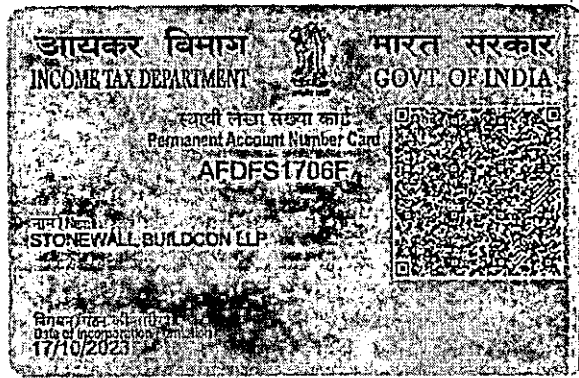
Dated this 13th Day of May, 2024



Advocate

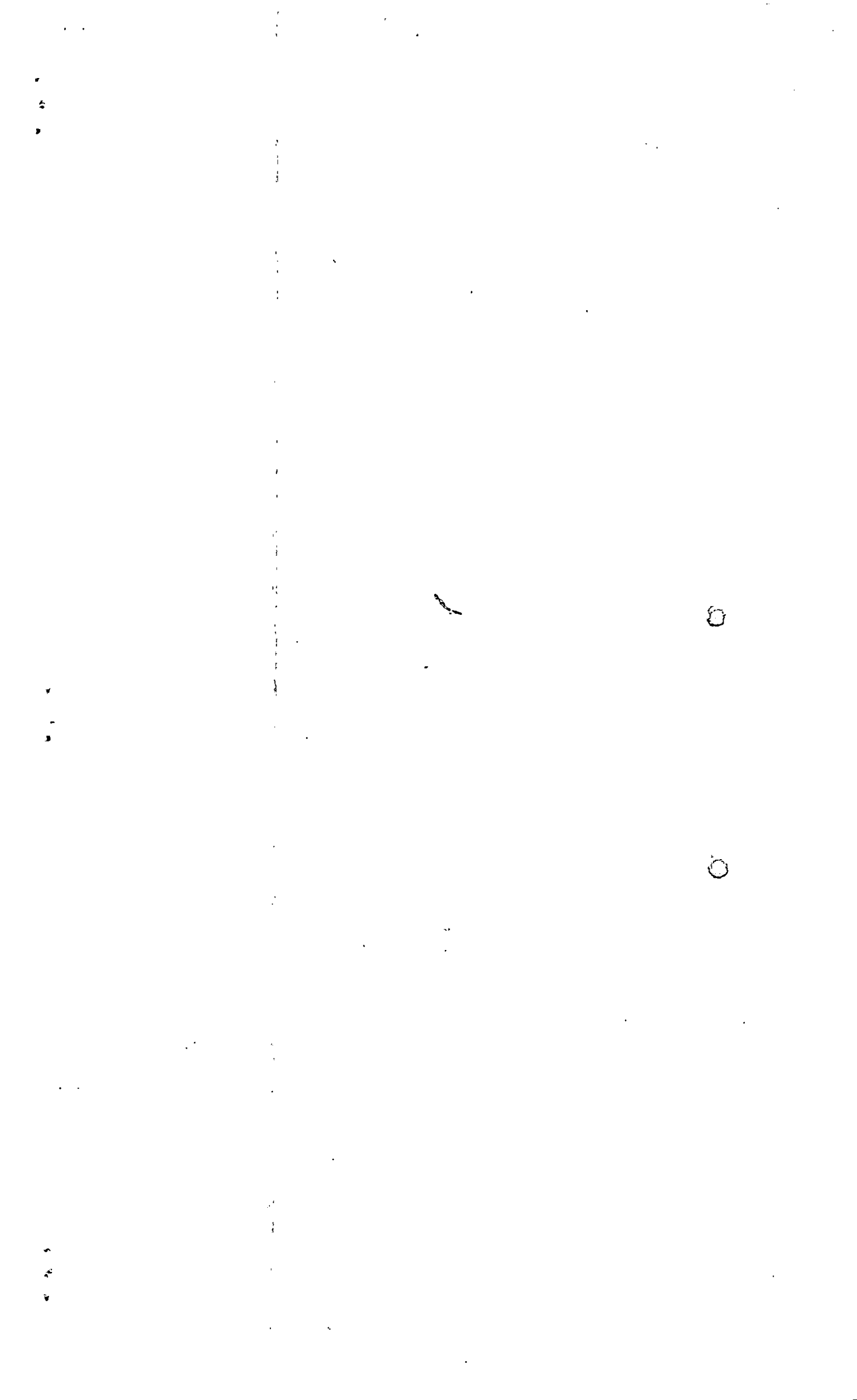
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Maharashtra Real Estate Regulatory Authority

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 :
P51700076871

Project: ELANZA WING A , Plot Bearing / CTS / Survey / Final Plot No.:(OLD) SURVEY NO. 462 HISSA NO 4 AND 7, (NEW) SURVEY NO. 138 HISSA NO 4 AND 7 at BHAYANDAR, Thane, Thane, 401105;

1. **Stonewall Buildcon LLP** having its registered office / principal place of business at **Tehsil: Thane, District: Thane, Pin: 401101.**

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 (l) 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.

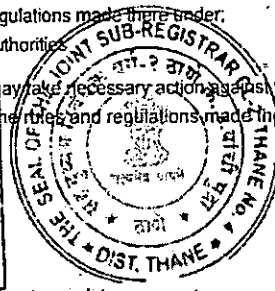
- The Registration shall be valid for a period commencing from **03/07/2024** and ending with **31/03/2027** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the 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.



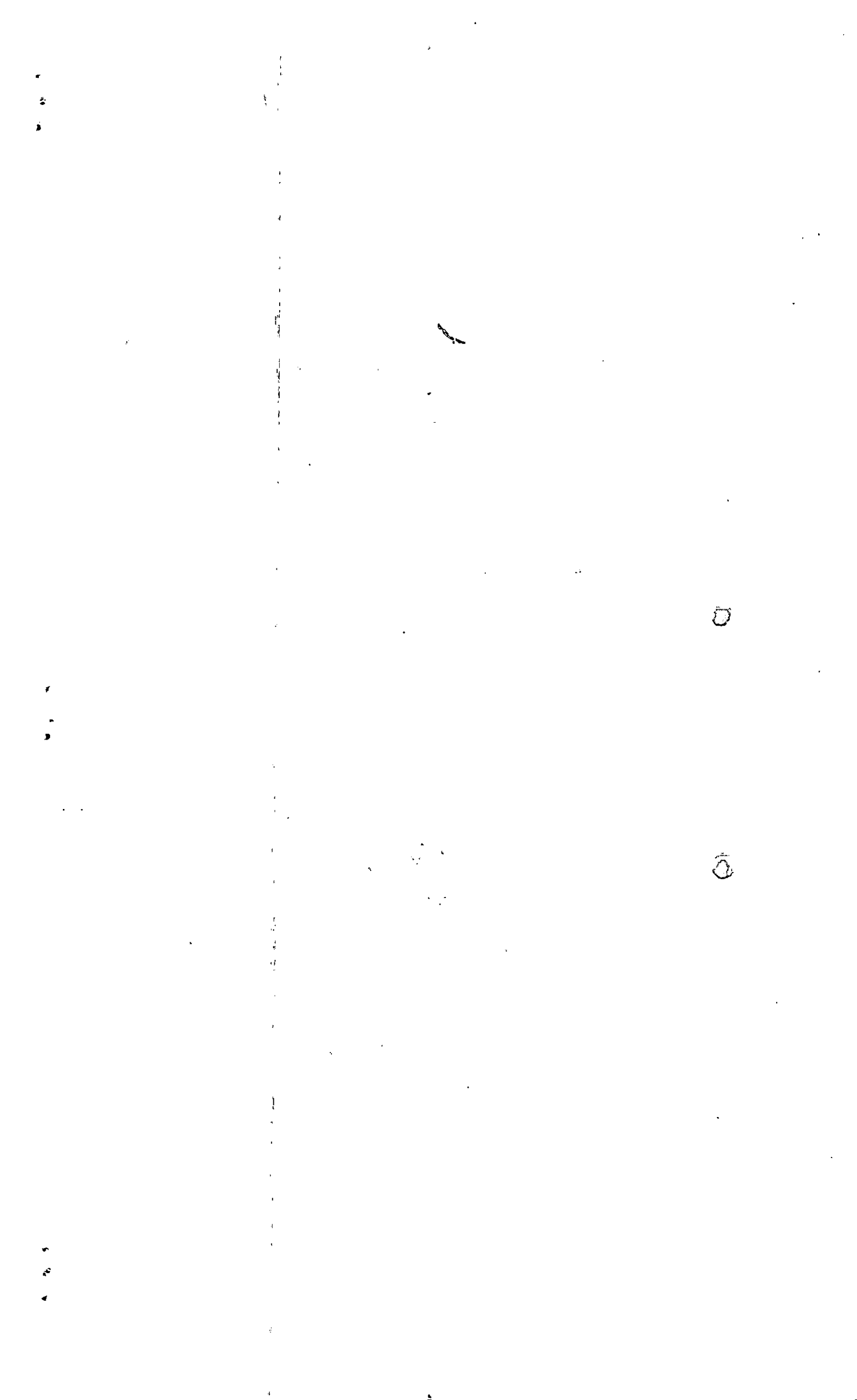
Dated: **03/07/2024**
Place: **Mumbai**

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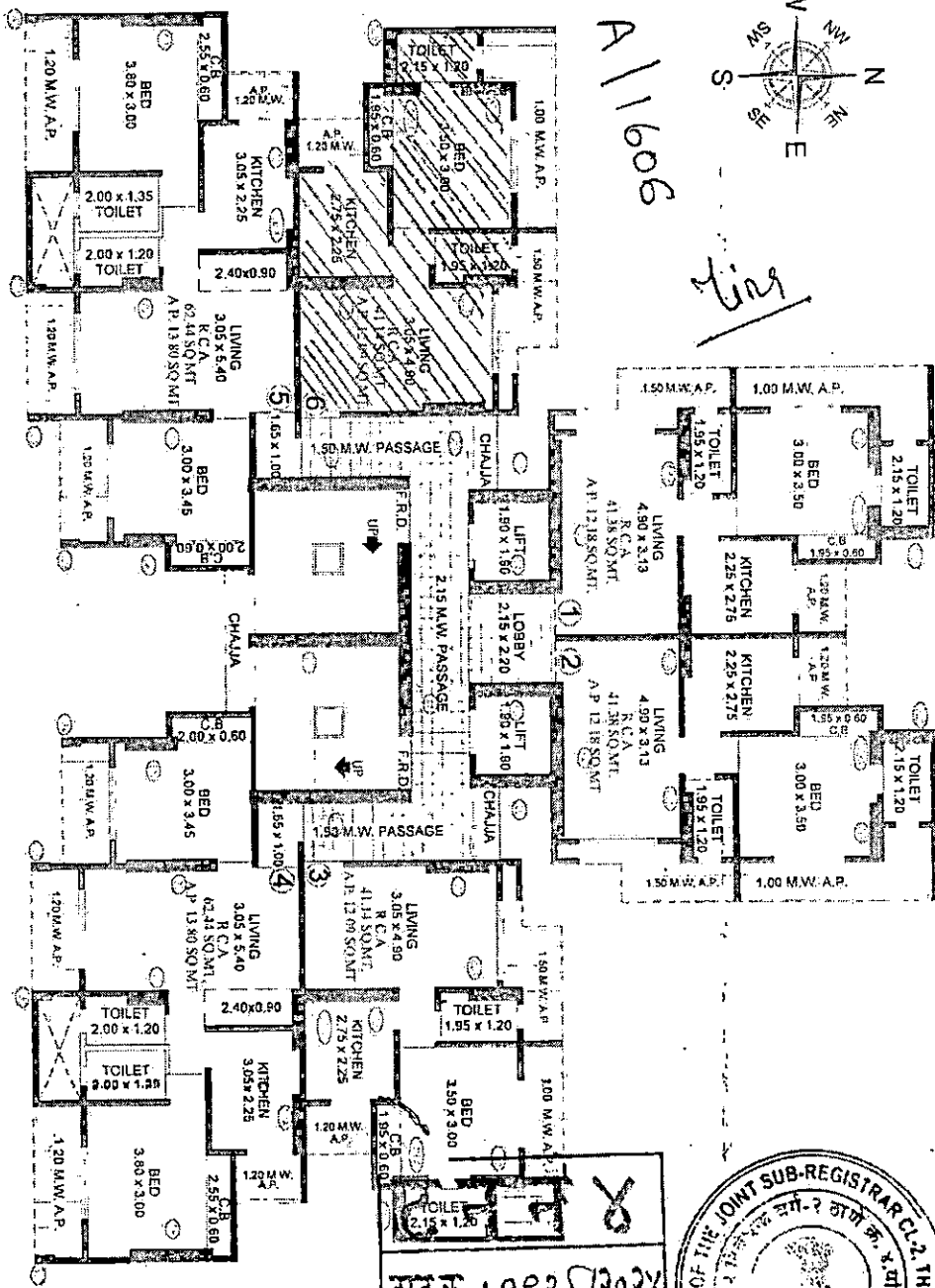
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Dr. Vasanti remanand Prabhu
(Secretary, MahRERA)
Date: 7/3/2024 5:06:47 PM

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

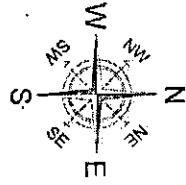


A PROJECT BY
STONEWALL BUILDCON LLP.

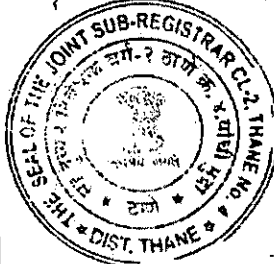
TYPICAL FLOOR PLAN
TOWER-1



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