

C-1701



aaradhya
PARKWOOD
Enchanted Serene Living

Name: ASHWINI MINGAD KHAIRNAR

Wing: LOVE Flat No: 1701

76/4908

Friday, March 15, 2024

9:13 AM

पावती

Original/Duplicate

नोंदणी क्र. :39म

Regn.:39M

पावती क्र.: 5588 दिनांक: 15/03/2024

गावाचे नाव: महाजनवाडी
दस्तऐवजाचा अनुक्रमांक: टनन4-4908-2024
दस्तऐवजाचा प्रकार : करारनामा
सादर करणाऱ्याचे नाव: अश्विनी मिलिंद खैरनार

नोंदणी फी रु. 30000.00
दस्त हाताळणी फी रु. 1660.00
पृथांची संख्या: 83

एकूण: रु. 31660.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
9:32 AM ह्या वेळेस मिळेल.

Joint Sub Registrar, Thane 4

सह. दुय्यम निबंधक वर्ग-२
ठाणे. क्र. ४

बाजार मूल्य: रु.4619809.84 /-
मोबदला रु.8100000/-
भरलेले मुद्रांक,शुल्क : रु. 567000/-

- 1) देयकाचा प्रकार: DHC रक्कम: रु.1660/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0324142820694 दिनांक: 15/03/2024
बँकेचे नाव व पत्ता:
- 2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH016360765202324M दिनांक: 15/03/2024
बँकेचे नाव व पत्ता:

A.M.Khoulencu

मुळ दस्तऐवज घेत मिळाला

A.M.Khoulencu
M.S.K.R.A.S.V.N.



19/03/2024

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. ठाणे 4

दस्त क्रमांक : 4908/2024

नोंदणी :

Regn:63m

गावाचे नाव : महाजनवाडी

(1) विलेखाचा प्रकार करारनामा
 (2) मोवदला 8100000
 (3) बाजारभाव (भाडेपट्ट्याच्या वावतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे) 4619809.84

(4) भू-मापन, पांटहिस्सा व घरक्रमांक (असल्यास)

1) पालिकेचे नाव: मिरा-भाईदर मनपा इतर वर्णन : इतर माहिती: मोजे महाजनवाडी जूना सर्वे नं. 260 (पार्ट), नवीन सर्वे नं. 12 हिस्सा नं. 2 मध्ये बांधला जाणारा प्रकल्प आराध्या पार्कवूड मध्ये सदनिका क्रमांक. सी/1701, 17 वा मजला, टॉवर-3 (क्लोव), आराध्या पार्कवूड-1, सिंगापूर इंटरनेशनल शाळे जवळ, महाजनवाडी, वेस्टर्न एक्सप्रेस हायवे, मिरा रोड पूर्व, ठाणे-401107. दस्तात नमूद केलेले सदनिका चे क्षेत्रफळ 41.99 चौ.मीटर रेरा कारपेट आणि वाहनतळ क्षेत्रात एक वाहन पार्क करण्याचे अधिकार सह. (Survey Number : जूना सर्वे नं. 260 (पार्ट), नवीन सर्वे नं. 12 हिस्सा नं. 2 ;)

(5) क्षेत्रफळ

1) 46.19 चौ.मीटर

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा कुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.

1): नाव:- मन वास्तुकॉन एल.एल.पी चे अधिकृत हस्ताक्षरी श्री मुकेश एम. शेठ तर्फे मुखत्यार श्री यश के गजरे वय:-29; पत्ता:- प्लॉट नं:-, माळा नं: 12 वा मजला, इमारतीचे नाव: कुशल कमर्शियल कोम्प्लेक्ष, ब्लॉक नं: चेंबूर पश्चिम, मुंबई-400089, रोड नं: जी. एम. रोड, महाराष्ट्र, मुंबई. पिन कोड:-400089 पॅन नं:- ACRFS8663E

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

1): नाव:- अश्विनी मिलिंद खैरतार वय:-41; पत्ता:- प्लॉट नं: सी -209, माळा नं:-, इमारतीचे नाव: गीता टॉवर, ब्लॉक नं: आनंद नगर, के.टी विजय सिनेमा जवळ, वसई पश्चिम, ठाणे-401202, रोड नं:-, महाराष्ट्र, ठाणे. पिन कोड:-401202 पॅन नं:- AXEPK1593P

2): नाव:- मिलिंद सुधाकर खैरतार वय:-47; पत्ता:- प्लॉट नं: सी -209, माळा नं:-, इमारतीचे नाव: गीता टॉवर, ब्लॉक नं: आनंद नगर, के.टी विजय सिनेमा जवळ, वसई पश्चिम, ठाणे-401202, रोड नं:-, महाराष्ट्र, ठाणे. पिन कोड:-401202 पॅन नं:- AGNPK6856B

(9) दस्तऐवज करून दिल्याचा दिनांक

11/03/2024

(10) दस्त नोंदणी केल्याचा दिनांक

19/03/2024

(11) अनुक्रमांक, खंड व पृष्ठ

4908/2024

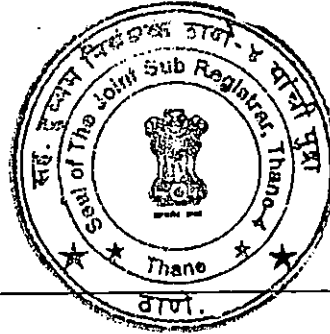
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क

567000

(13) बाजारभावाप्रमाणे नोंदणी शुल्क

30000

(14) शेरा



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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

7 सह. दुय्यम निबंधक वर्ग-२
 ठाणे. क्र. ४

A.M. Khatwal
 M.S. Khatwal

Valuation ID 2024031588

मूल्यांकनाचे वर्ष 2023
 जिल्हा ठाणे
 मूल्य विभाग तालुका : ठाणे
 उप मूल्य विभाग 6/25/1-भु-विभाग महाजनवाडी गावातील पश्चिम द्रुतगती मार्गाच्या पुर्व दक्षिणेकडील सर्व्हे क्र12 व्यतिरिक्त इतर सर्व मिळकती
 क्षेत्राचे नांव Mira Bhaindar Municipal Corporation सर्व्हे नंबर /न. भू. क्रमांक :

वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.	खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक चौ. मीटर
	27040	82800	99800	103100	99800	

बांधीव क्षेत्राची माहिती	बांधकाम क्षेत्र(Built Up)-	बांधकामाचे वर्गीकरण-	उडवाहन सुविधा-	प्रकल्पाचे क्षेत्र -	Sale Type -	Sale/Resale of built up Property constructed after circular dt.02/01/2018
बांधीव क्षेत्राची माहिती	46.189चौ. मीटर	1-आर सी सी	आहे	Above 2 hector	First Sale	

बांधकाम क्षेत्र(Built Up)-	बांधकामाचे वर्गीकरण-	उडवाहन सुविधा-	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचे वय -	मजला -	मिळकतीचा प्रकार-	बांधीव
46.189चौ. मीटर	1-आर सी सी	आहे	मिळकतीचा वापर-	निवासी सदनिका	0 TO 2वर्षे	11th to 20th Floor	मिळकतीचा प्रकार-	बांधीव
							बांधकामाचा दर-	Rs.26620/-
							कार्पेट क्षेत्र-	41.99चौ. मीटर

(सूत्र) प्रकल्पाचे क्षेत्रानुसार दर = ((मिळकतीचा प्रति चौ. मीटर मूल्यदर) * 105 %)
 प्रकल्पाचे क्षेत्रानुसार निवासी सदनिका करीता प्रती चौ. मीटर दर = Rs. 86940/-
 मजला निहाय घट/वाढ = 107.5 / 100 Apply to Rate= Rs.93460/-
 घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर = ((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी) + खुल्या जमिनीचा दर
 = (((93460-27040) * (100 / 100)) + 27040)
 = Rs.93460/-

A) मुख्य मिळकतीचे मूल्य = वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र
 = 93460 * 46.189
 = Rs.4316823.94/-

B) बंदिस्त वाहन तळाचे क्षेत्र 13.94चौ. मीटर
 बंदिस्त वाहन तळाचे मूल्य = 13.94 * (86940 * 25/100)
 = Rs.302985.9/-

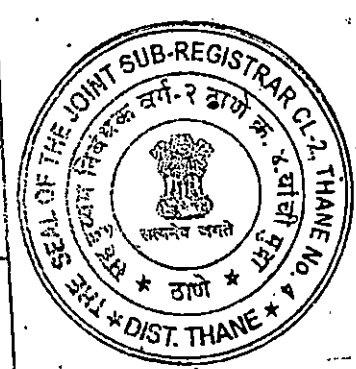
Applicable Rules = 3, 5 अ, 9, 18, 19, 15

एकत्रित अंतिम मूल्य = मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + मेझनाईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य(खुली बाल्कनी) + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + स्वयंचालित वाहनतळ
 = A + B + C + D + E + F + G + H + I + J
 = 4316823.94 + 0 + 0 + 0 + 0 + 302985.9 + 0 + 0 + 0 + 0 + 0
 = Rs.4619810/-
 = ₹ सेहेचाळीस लाख एकोणवीस हजार आठ शे दहा /-

Home Print

सह. दुखम निबंधक वर्ग-२
 ठाणे. क्र. ४

ट न न ४
 दस्ता क्र. २००८ / २०२४
 १/३



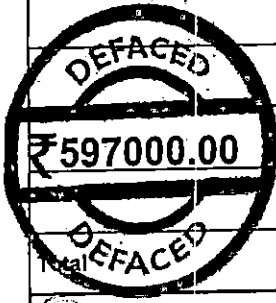
A.M. Kulkarni
 M. S. Kulkarni



CHALLAN
MTR Form Number-6



GRN	MH016360765202324M	BARCODE	Date		28/02/2024-10:36:11	Form ID	25.2
Department	Inspector General Of Registration			Payer Details			
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)					
		PAN No.(If Applicable)	AXEPK1593P				
Office Name	THN4_THANE NO 4 JOINT SUB REGISTRA		Full Name	ASHWINI MILIND KHAIRNAR AND MILIND SUDHAKAR KHAIRNAR			
Location	THANE		Flat/Block No.	FLAT NO.C/1701, 17 TH FLOOR, AARADHYA			
Year	2023-2024 One Time		Premises/Building	PARKWOOD, NEAR DAHISAR CHECK NAKA			
Account Head Details		Amount In Rs.	Road/Street	MAHAJANWADI / W.E.H., NEAR SINGAPORE INTERNATIONAL SCHOOL			
0030046401	Stamp Duty	567000.00	Area/Locality	MIRA ROAD EAST / DIST. THANE			
063301	Registration Fee	30000.00	Town/City/District				
			PIN	4	0	1	1 0 7
			Remarks (If Any)	PAN2=ACR..38663E-SecondPartyName=MAN VASTUCON LLP-CA=8100000			
			Amount In	Five Lakh Ninety Seven Thousand Rupees Only			
		5,97,000.00	Words				
Payment Details:		IDBI BANK	FOR USE IN RECEIVING BANK				
Cheque-DD Details		Bank CIN	Ref. No.	69103332024022815545	738707075		
Cheque/DD No.		Bank Date	RBI Date	28/02/2024-18:46:33	29/02/2024		
Name of Bank		Bank-Branch	IDBI BANK				
Name of Branch		Scroll No.	Date	100729/02/2024			
Department ID :		Digitally signed by DS		9823161495			
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered documents.		DIRECTORATE OF ACCOUNTS AND TREASURIES, MUMBAI 02		MIRAJI			
सदर चलन केवल दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तऐवजांसाठी लागू आहे. नोंदणी न करता/रिजिस्टर कार्यालयात नोंदणी लागू नाही.		Date: 2024.03.15 09:25:25 IST		MIRAJI			
Challan Defaced Details		Reason: GRAS Secure Document Location: India		MIRAJI			
Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount		
1	(IS)-76-4908	0009156704202324	15/03/2024-09:12:51	IGR116	30000.00		
2	(IS)-76-4908	0009156704202324	15/03/2024-09:12:51	IGR116	567000.00		
Total Defacement Amount					5,97,000.00		



A.M. Khairnar
M.S. Khairnar

A.M. Khairnar
M.S. Khairnar

AGREEMENT FOR SALE

THIS AGREEMENT is made at Thane on this 11th day of MARCH in the year Two Thousand and Twenty Four.

BETWEEN

MAN VASTUCON LLP (PAN: ACRFS8663E), a Limited Liability Partnership, registered under the Limited Liability Partnership Act, 2008, having its registered office at 12th Floor, Krushal Commercial Complex, G. M. Road, Chembur (West), Mumbai - 400089, hereinafter referred to as "**the Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns) of the **One Part**;

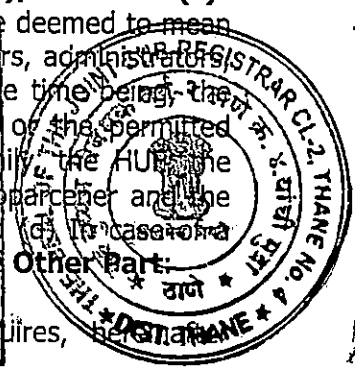
AND

**ASHWINI MILIND KHAIRNAR,
MILIND SUDHAKAR KHAIRNAR,**

(PAN: AXEPK1593P),
(PAN: AGNPK6856B),

having address at **C-209, Geeta Tower, Anand Nagar, Near K.T Vision Cinema, Vasai West, Thane - 401202**, hereinafter referred to as the "**the Allottee(s)/Purchaser(s)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include (a) in case of individual(s), his/her/their respective heirs, executors, administrators and permitted assigns; (b) in case of a Partnership Firm, its partners for the time being, the survivors or the last survivor of them and heirs, executors, administrators of the permitted assigns of such last survivor of them; (c) in case of Hindu Undivided Family, the HUF, the members and the coparceners of HUF and the last surviving member and coparcener and the legal heirs, executors and administrators of such last surviving member; and (d) in case of a Company, LLP and body corporate, its successors and permitted assigns) of the **Other Part**;

The Promoter and the Purchaser(s) are, wherever the context so requires, hereinafter individually referred to as the "**Party**" and collectively as the "**Parties**".



A.M. Khairnar

M. S. Khairnar

A.M. Khairnar

M. S. Khairnar

WHEREAS Lion Pencils Limited is the owner of and sufficiently seized and possessed of all that piece or parcel of non-agricultural land bearing Old Survey No. 260 (part), New Survey No. 12, Hissa No. 2, admeasuring 40,500 sq. mtrs. or thereabouts situated at Village Mahajanwadi, Taluka and District Thane (the "said Larger Land") within the jurisdiction of Mira Bhayandar Municipal Corporation.

AND WHEREAS pursuant to Agreement for Joint Development dated 19th January, 2018 ("said Joint Development Agreement") registered under Serial No. TNN-7/982/2018, Lion Pencils Limited agreed to grant unto the Promoter, an irrevocable and exclusive development rights in respect of part of the said Larger Land admeasuring **10,509 sq. mtrs.** or thereabouts (the "said Property") and the parties therein have agreed to provide access/Right of Way ("ROW"), in accordance with the terms and conditions as recorded in the said Joint Development Agreement. The said Property is more particularly described in the **First Schedule** hereunder written.

AND WHEREAS pursuant to execution of aforesaid Agreement for Joint Development, the Power of Attorney dated 19th January 2018, registered under Serial No. TNN-7/984/2018 was executed by Lion Pencils Limited in favour of the Promoter, thereby authorising the Promoter to do all acts, deeds and things in respect of the said Property in the manner more particularly recorded therein.

AND WHEREAS the Promoter is entitled and enjoined upon to construct new buildings on the said Property in accordance with the terms and conditions contained in the aforesaid Agreement for Joint Development and the Power of Attorney and the recitals as mentioned hereinabove.

AND WHEREAS the Promoter is in possession of the said Property.

AND WHEREAS the Promoter is developing the said Property phase-wise. The Promoter has proposed to construct on part of the said Property, 2 (two) new towers namely Tower 3 (Clove) and Tower 4 (Dion) to be known as "**Aaradhya Parkwood 1**" (hereinafter collectively referred to as "**the New Buildings**"), comprising of 1 (one) Basement, Ground/Plinth Level, 2 (two) Podiums, Podium Top/Stilt Level, 1st (First) to 35th (thirty fifth) habitable upper floors and 36th (thirty sixth) floor for club house with terrace floor as part of the project to be known as "**AARADHYA PARKWOOD**" (hereinafter referred to as "**the Project**"). The **Location** of the **New Buildings** are delineated on the **Plan** annexed hereto as "**Annexure A**".

AND WHEREAS the development of the said New Buildings namely Tower 3 (Clove) and Tower 4 (Dion) to be known as "Aaradhya Parkwood 1" has been registered by the Promoter as an independent project with Maharashtra authority as mentioned herein and development of any future phases of the said Project on the said Property shall be registered as a separate real estate project with Maharashtra authority.

AND WHEREAS the Allottee(s) is offered a **Flat** more particularly described in **Part A of Second Schedule** hereunder written (hereinafter referred to as the "**said Flat**") in **Tower-3 (Clove)** being constructed on part of the said Project by the Promoter.

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect namely M/s. Disha Design Consultants, registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

AND WHEREAS the Promoter has appointed 'Mahimtura Consultants Private Limited' as Structural Engineer for the preparation of the structural design and drawings of the said New Buildings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the said New Buildings.

AND WHEREAS the Promoter through its Architects have prepared and submitted to Mira Bhayander Municipal Corporation ("MBMC") the construction plans of the New Buildings by utilizing FSI (Floor Space Index), present and future, as may be available under the Development Control Regulations, 1991 (hereinafter referred to as "DCR") and Unified Development Control and Promotion Regulations for Maharashtra ("UDCPR") and/or any other rules/regulations/laws

A.M. Khairnar

M.S. Khairnar

A.M. Khairnar

M.S. Khairnar

"carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser(s) or verandah area and exclusive open terrace area appurtenant to the said Flat (if any) for exclusive use of the Purchaser(s), but includes the area covered by the internal partition walls of the said Flat.

AND WHEREAS the **Typical Floor Plan** of the said Flat shown by red colour boundary line, agreed to be purchased by the Purchaser(s), as sanctioned and approved by the local authority has been annexed and marked as "**Annexure F**".

AND WHEREAS, prior to the execution of these presents the Purchaser(s) has/have paid to the Promoter an amount as more particularly described in **Part B of Second Schedule** hereunder written, being Part Payment of the sale consideration of the said Premises agreed to be sold/ allotted by the Promoter to the Purchaser(s) as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser(s) has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has informed the Purchaser(s) that the Promoter has availed financial facility and to secure the same, the Promoter has created encumbrance by creating charge on the Project being developed on the said Property in favour of such Lender as mentioned in the Declaration of Encumbrances uploaded on MahaRERA website. The Lender has issued **NOC** for the sale of the said Premises, a copy of which is hereto annexed and marked as "**Annexure G**".

AND WHEREAS, 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.

AND WHEREAS, in accordance with the terms and conditions as set out in this Agreement and as mutually agreed upon by and between the Parties herein, the Promoter hereby agrees to sell and the Purchaser(s) hereby agrees to purchase the said Premises.

AND WHEREAS, under Section 13 of the said Act the Promoter is required to execute a written Agreement for Sale of said Premise with the Purchaser(s), being in fact these presents and also to register said Agreement under the Registration Act, 1908.


In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser(s) hereby agrees to purchase the said Premises.

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

1. The recitals contained above form an integral and operative part of this Agreement, as if the same were set out and incorporated herein seriatim. The Purchaser(s) hereby confirm/s that he/she/they has/have fully read and understood the foregoing recitals and has/have agreed that the Promoter shall be entitled to develop the said Property.

2. The Promoter shall construct the said New Buildings comprising of 1 (one) Basement, Ground/Plinth Level, 2 (two) Podiums, Podium Top/Stilt Level, 1st (First) to 35th (thirty fifth) habitable upper floors and 36th (thirty sixth) floor for club house with terrace floor on part of the said Property in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

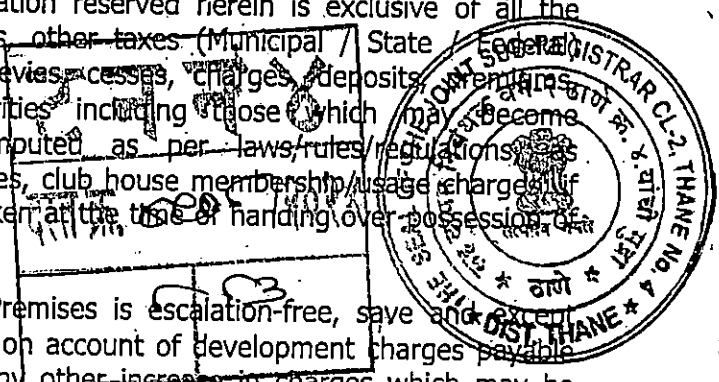
Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser(s) in respect of variations or modifications which may adversely affect the said Premises of the Purchaser(s) except any alteration or addition required by any Government authorities or due to change in law.


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3. **PAYMENT:**

- a. Subject to provisions of this Agreement, the Purchaser(s) hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser(s) the said Premises more particularly described in **Part A of Second Schedule** hereunder written in the said New Buildings being constructed in the said Project; as shown in the **Typical Floor Plan** thereof hereto annexed and marked as "**Annexure F**" for the total consideration as mentioned in **Part B of Second Schedule** hereunder written; including the proportionate price of the common areas and facilities appurtenant to the Premises and Parking Spaces, if any. The fixtures, fittings and amenities to be provided in the said Flat are as set out in the **Third Schedule** and the common area facilities and the materials to be used in the construction of the New Building are set out in the **Fourth Schedule** hereunder written and the Purchaser(s) has satisfied himself/herself/themselves about the design of the Premises and also about the specifications and amenities to be provided therein. The Parking Space(s); if any shall be assigned and communicated to the Purchaser(s) at the time of handing over possession of the said Premises.
- b. The Total Consideration amount and Other Charges payable on possession in respect of the said Premises are as mentioned in **Part B of Second Schedule** hereunder written. In addition to above, the Purchaser(s) hereby agrees to pay to the Promoter on demand all applicable charges/ deposit for installation, connection of gas line, telephone line, internet connectivity, cable TV, satellite/digital TV services, fibre optic lines and/or for any other services, as may be applicable and determined by the Promoter plus service charges, if any and applicable statutory levies thereon.
- c. The Purchaser(s) has/have paid on or before execution of this Agreement an amount as mentioned in **Part B of Second Schedule** hereunder written towards part advance payment and hereby agrees to pay to the Promoter the balance amount as mentioned in **Part B of Second Schedule** hereunder written.
- d. All consideration (other than GST and other taxes and charges as mentioned in the Agreement), by whatsoever name called, shall be deposited in such bank account opened by the Promoters and details of which as may be intimated to the Purchaser(s) by the Promoters from time to time. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser(s) as advance or deposit, sums received on account of the share capital for the formation of the Co-operative Society or association or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- e. The Purchaser(s) is/are aware that the Purchaser(s) is/are required to deduct tax at source (TDS) in accordance with the applicable rates as per the Income Tax Act, 1961. The Purchaser(s) shall pay the tax deducted to the government and deliver the relevant TDS certificate, challans, receipts and other relevant documents relating to each payment, to the Promoter as per the provisions of the Income-tax Act, 1961 and the rules made thereunder. Any delay in making the payment and/or taxes as aforesaid, the Purchaser(s) shall be liable to pay the interest and/or any penalty levied by the concerned authority/ies in respect thereof.
- f. It is clarified that the Total Consideration reserved herein is exclusive of all the property tax, land revenue, NA Taxes, other taxes (Municipal / State / Federal) and/or other statutory duties, GST, levies, cesses, charges, deposits, penalties and duties imposed by statutory authorities including those which may become enforceable retrospectively and computed as per laws, rules/regulations as applicable, building maintenance charges, club house membership/usage charges, if any, corpus, deposits that would be taken at the time of handing over possession of the said Premises.
- g. The Total Consideration of the said Premises is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authorities and/or any other increase in charges which may be



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levied or imposed by the competent authorities/ local bodies/Government from time to time. The Purchaser(s) shall without any demur or protest, make payment within 15 (Fifteen) days of issuance of such demand, time being of the essence. The Promoter undertakes and agrees that while raising a demand on the Purchaser(s) for increase in development charges, cost, or levies imposed by the competent authorities/ local bodies/ Government from time to time, 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 Purchaser(s), which shall only be applicable to subsequent payments.

- h. The Purchaser(s) agrees and undertakes to pay the Total Consideration as per the "Payment Plan" in the manner provided in **Part B of Second Schedule** hereunder written and all other amounts which become due or payable by the Purchaser(s) on the dates mentioned in the intimation letter/demand notice from his/her/their own bank accounts and legitimate resources only. The Promoter shall not be obliged to accept amounts from any person other than the Purchaser(s) herein. The Promoter shall not be responsible towards any third party making any payments or remittances on behalf of Purchaser(s) and such third party shall not have any right in the Premises and the Promoter shall issue payment receipts in the name of Purchaser(s) only. Further in case of cancellation of Premises in accordance with provisions of this Agreement, all refunds (subject to deductions) shall be made in the name of Purchaser(s) only.
- i. It is agreed between the Parties hereto that a notice/intimation forwarded by the Promoter to the Purchaser(s) stating that a particular stage of construction is being commenced or is achieved or is completed shall be sufficient proof that a particular stage of construction is being commenced or achieved or completed (as the case may be) for the purpose of making payment of the installment of the total consideration, other charges and applicable taxes thereon as per **Part B of Second Schedule** hereto. The Promoter is not bound and shall not be called upon or required to give any further notice or intimation requiring any such payment; and non-furnishing of any further particulars or non-issuance of any further notice or intimation, shall not be pleaded by the Purchaser(s) as an excuse for non-payment of any amount/s due on the respective due dates or events.

- j. The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser(s) by discounting such early payments at such rate per annum as may be agreed between parties for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Purchaser(s) by the Promoter. The Purchaser(s) shall not by virtue of making timely payment of the installments of the total consideration, other charges and applicable taxes thereon (as per **Part B of Second Schedule** hereto) seek to claim or be entitled to claim any rebate or discount thereon.

k. The Promoter shall confirm the final carpet area that has been allotted in the said Flat to the Purchaser(s) after the construction of the said 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, subject to a variation cap of +/- 3% (three percent). All dimensions of the said Flat are of unfinished structural dimensions. Variation in RERA areas may occur on account of planning constrains/ site conditions/ columns/ finishing. The Total Consideration 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 Purchaser(s) within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such excess amount was paid by the Purchaser(s). If there is any increase in the carpet area allotted to Purchaser(s), the Promoter shall demand additional amount from the Purchaser(s), which shall be paid by the Purchaser(s) prior to taking possession of the said Premises. All these monetary adjustments shall be made at the same rate per square meter as agreed herein. The Promoter and the Purchaser(s) agrees and acknowledge that a


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change/variation in such areas up to 3% (three percent) (plus or minus) in the said Flat is acceptable to each Party.

- l. The Purchaser(s) authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Purchaser(s) undertakes not to object/demand/direct the Promoter to adjust his/her/their payments in any other manner.
- m. The Purchaser(s) shall be liable to pay cheque bouncing charges incurred by the Promoter at actuals on account of a cheque bounced for any reason whatsoever including but not limited to 'insufficient funds', 'stop payment' or 'account closed', as levied by the Bank.
- n. It is clearly understood and agreed that it shall not be the obligation of the Promoter to make the payment of the taxes and other outgoings payable to the concerned authorities after receipt of occupation certificate unless and until the Promoter has received the same from the purchasers of various Premises in the said New Buildings. The Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Premises and/or the new Building due to non-payment of taxes, electricity bills and/or other dues etc. to the said authorities on account of default in making payments of the said taxes, electricity bills and/or other dues etc. by the Purchaser(s) and/or other purchasers of the premises therein and/or their failing to comply with their obligations under this Agreement.

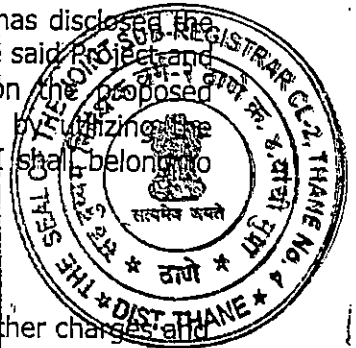
4.1. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Purchaser(s), obtain from the concerned local authority occupancy and/or completion certificates in respect of the Premises.

4.2. Time is essence for the Promoter as well as the Purchaser(s). The Promoter shall abide by the time schedule for completing the project and handing over the Premises to the Purchaser(s) and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser(s) shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided herein above. ("Payment Plan").

5. The Promoter hereby declares that the proposed and sanctioned Floor Space Index (FSI) (including by way of availing TDR, fungible/compensatory FSI or FSI available on payment of premium, Additional FSI, Pro-rata FSI or FSI available as incentive FSI by implementing various schemes as per DCR/UDCPR/MBMC and or any other benefit of FSI as available under the DCR/UDCPR) to be utilised on the said Property in respect of the said New Buildings of the Project is on or about 39960.08 sq. mtrs. The Promoter has disclosed the Floor Space Index proposed to be utilized on the said New Buildings in the said Project and Purchaser(s) has/have agreed to purchase the said Premises based on the proposed construction and sale of the Flats to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

6. **DEFAULT BY PURCHASER(S) AND CONSEQUENCES THEREOF:**

6.1. The time for making payments of the installments of total consideration, other charges and applicable taxes thereon as mentioned in **Part B of Second Schedule** hereto is strictly of the essence of this contract. The Purchaser(s) agrees to pay to the Promoter, interest as specified in the Rules, on all the delayed payment which become due and payable by the Purchaser(s) to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Promoter. The right of the Promoter to receive interest as aforesaid shall not entitle the Purchaser(s) to delay the payment of any



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amounts payable in terms of this Agreement on their respective due dates, nor shall it amount to or be construed as a waiver on the part of the Promoter of any of its rights, remedies and privileges in case of default in payment of any such amounts on their respective due dates in the agreed manner by the Purchaser(s). Further the Purchaser(s) agrees that in event of non-payment of any of the amounts payable by the Purchaser(s) under this Agreement, the Promoter shall have first lien on the said Premises for the recovery of such amounts without prejudice to the other rights of the Promoter as contained herein.

6.2. Any delay by the Purchaser(s) in making the said payment/s shall forthwith render this Agreement voidable at the sole and exclusive option of the Promoter without any further act and/or reference and/or recourse to the Purchaser(s) and in the event of the Promoter so treating this Agreement void, the Promoter shall be entitled to forfeit 10% (Ten Percent) of the Total Consideration of the Premises towards recovery of liquidated damages/cancellation charges plus cheque bouncing charges, interest on delayed and unpaid installments or other amounts, penalties, GST and other applicable taxes thereon and brokerage paid (if any) from the amounts till then received by the Promoter from the Purchaser(s); and thereupon the Promoter shall also be free and entitled in its own right to deal with the said Premises and the Promoter's rights therein, in any manner as the Promoter in its sole discretion deems fit and proper, without any reference and/or payment whatsoever to the Purchaser(s); and without the requirement of obtaining any orders of declaration of termination from any Courts; and without the requirement of execution of any document or deed of cancellation or alternatively, at its sole discretion, may execute and register a unilateral Deed of Cancellation in respect of said Premises.

6.3. A termination letter issued by the Promoter to the Purchaser(s) regarding such termination shall effectively terminate this Agreement; and thereupon the Purchaser(s) shall have no right, title, interest, share, claim or demand in to or upon the said Premises and/or any part thereof and/or otherwise against the Promoter in any manner whatsoever and howsoever arising. The Purchaser(s) hereby undertake/s with the Promoter that in such an event of termination, the Purchaser(s) shall forthwith handover the original registered set of this Agreement to the Promoter. The refund pursuant to the termination as provided herein above shall be made by the Promoter to the Purchaser(s) (without any interest thereon) within 3 (three) months of the sale by the Promoter of the said Premises to a third party. The amount of refund in such an event shall further be subject to deduction of aforesaid liquidated damages/cancellation charges, any taxes paid and other amounts expended by the Promoter pursuant to this Agreement including inter alia any brokerage charges and other expenses incurred or paid by the Promoter in pursuance of the transaction recorded in this Agreement; and other amounts payable by the Purchaser(s) thereunder as may be payable up to the date of termination, as well as the costs incurred by the Promoter in finding a new willing acquirer/transferee who may acquire the said Premises including, but not limited to, brokerage charges as may be incurred by the Promoter in that behalf. It is clarified that in the event if the Purchaser(s) has/have obtained a housing finance or loan from any bank or financial institution by offering the rights of the Purchaser(s) under this Agreement or the said Premises, then and in such an event, the refund shall be made by the Promoter directly to the lender from whom the Purchaser(s) may have obtained such housing finance or loan and balance amount, if any refundable, shall be paid by the Promoter to the Purchaser(s).

6.4. The Purchaser(s) hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Promoter/its transferee/s/allottee/s/nominee/s and/or otherwise in to upon the said Premises in such an event **PROVIDED HOWEVER THAT** the Promoter shall not exercise the aforesaid right of termination unless and until the Purchaser(s) committing 3 (three) defaults in making payments of the installments as mentioned in **Part B of Second Schedule** hereto **PROVIDED FURTHER THAT** a notice of 15 (Fifteen) days demanding payment of the due installment is given to the Purchaser(s) and even thereafter, the Purchaser(s) fail to make payment of the relevant installment **PROVIDED FURTHER THAT** strictly without prejudice to the aforesaid, the Promoter in its sole and absolute discretion may, instead of treating this Agreement void as aforesaid, permit the Purchaser(s) to pay the said installments after their respective due dates but


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after charging interest thereon at the applicable interest rate under the said Act on such outstanding amounts (from the date such amount/s has/have become due to be paid by the Purchaser(s) till the date of actual payment thereof).

7. The Purchaser(s) agree and undertake that in the event of the Purchaser(s) availing for a financial assistance for payment of the consideration agreed to be paid herein, then the Promoter(s) shall not in any way be liable or responsible for the repayment of the financial assistance/loan taken by the Purchaser(s). All costs in connection with the procurement of the financial assistance/loan and creation of a mortgage over the said Premises and payment of charges to the bank or financial institutions in this connection shall be solely and exclusively borne and incurred by the Purchaser(s).
8. The Purchaser(s) declares and affirms that in case of joint allotment, failure to pay by anyone shall be deemed as failure to pay by all and all Purchaser(s) shall be treated as one single person/ entity for the purpose of this Agreement and all shall be liable for the consequences jointly as well as severally.
9. The fixtures and fittings with regard to the flooring and sanitary fittings to be provided by the Promoter in the said Flat are as set out in the **Third Schedule** hereunder written. It is specifically agreed between the Parties hereto that the Promoter shall have the right to change /substitute the said Internal Fixtures in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Promoter. It is further clarified that the Internal Fixtures are not manufactured or produced by the Promoter and that the same are sourced from third party vendors/suppliers. Some of the Internal Fixtures may be acquired under warranties and others may not have any warranties and the Promoter shall not be responsible to repair and/or replace the same. Accordingly, once possession of the said Flat with the Internal Fixtures is handed over by the Promoter to the Purchaser(s), thereafter in case of to any operational issues or malfunctioning of the Internal Fixtures, the Purchaser(s) shall not hold the Promoter responsible and/or liable for repairs or replacement thereof; and the Purchaser(s) shall make appropriate claims only against the supplier/manufacturer thereof, as per the terms of the respective warranties of the respective Internal Fixtures (if applicable). Accordingly, the defect liability obligation of the Promoter as set out herein shall not be applicable to the Internal Fixtures and the same shall pertain only to the construction of the said New Building.
10. The Promoter shall give possession of the Premises to the Purchaser(s) on or before **31st December, 2028** (hereinafter referred to as the "**Possession Date**"). If the Promoter fails or neglects to give possession of the Premises to the Purchaser(s) on account of reasons beyond its control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchaser(s) the amounts already received by it in respect of the Premises with interest at the same rate as may mentioned herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the Premises on the aforesaid date, if the completion of building in which the Premises is to be situated is delayed on account of a Force Majeure Event as stipulated hereunder:

- i War, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions or act of God;
- ii any notice, order, rule, notification of the Government and/or other public authority or competent authority/court.

If, for any reason, the Promoter are unable or fail to give possession of the said Premises to the Purchaser(s) within the time period specified herein above, or within any time period, and not on account of reasons mentioned herein above, then in such case, (1) the Purchaser(s), who intends to withdraw from the Project, shall be entitled to give notice



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to the Promoter terminating the Agreement, in which event, the Promoter shall after the receipt of such notice, refund to the Purchaser(s) within 45 (forty five) days of notice, the amounts that may have been received by the Promoter from the Purchaser(s) as an by way of instalments of part-payment in respect of the Premises along with interest as mentioned in the Rules from the date of receipt till repayment of such amounts. In this event neither party shall have any other claim against the other arising out of this Agreement and the Promoter shall be at liberty to sell and dispose-off the said Premises to any other person(s) at such price and upon such terms and conditions as the Promoter may deem fit; and (ii) the Purchaser(s), who do not intends to withdraw from the Project, shall be entitled to interest as per applicable law on the amounts paid by the Purchaser(s) every month of delay till handing over the Possession and the Purchaser(s) shall not be entitled to exercise the alternative option to terminate this Agreement, regardless of the further period of delay in the delivery of possession of the said Flat. The Purchaser(s) agrees that the repayment as aforesaid constitutes his/her/their/its sole remedy in such circumstances and the Purchaser(s) foregoes any and all his/her/their/its rights to claim against the Promoter for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever including but not limited to those of a direct or consequential nature or otherwise.

11.1 The Purchaser(s) has/have agreed to take membership of the club house proposed in the said Project and has/ have agreed to pay club house membership charges to the Promoter as mentioned herein. The Purchaser(s) shall also be liable to bear and pay usage and service charges as and when applicable and the Purchaser(s) shall be required to sign the necessary documents for membership of the club, which shall contain the detailed terms and conditions governing such membership. The Purchaser(s) is/are aware that the terms and conditions of membership and use of the clubhouse and other amenities shall be governed by the terms and conditions as formulated by the Promoter/ Facility Management Company ('FMC') as appointed/ nominated by the Promoter and the Purchaser(s)/ Association of Purchasers of Premises shall abide by the same. The Purchaser(s) also confirms that the Promoter at its sole discretion shall be entitled to give membership of the Clubhouse and related areas, facilities and amenities to such parties having interest in the Larger Property (other than Premises Purchaser(s) in the Project) and/or permit utilisation of the Clubhouse and related areas, facilities and amenities by such parties on such terms and conditions it deems fit. The Promoter shall have the sole discretion to appoint/ nominate the service/ utility Providers/ vendors and FMC on such terms and conditions as agreed by the Promoter for a period of 5 (five) years or up to the formation of Apex body, whichever is later and the same shall be binding upon the Purchaser(s)/ the Society.

11.2 The Purchaser(s) is/are aware that the Promoter shall apply for and obtain part/ full occupation certificate in respect of the New Buildings and accordingly the possession of the said Premises shall be handed over by the Promoter to the Purchaser(s) subject to the payment of Other Charges including but not limited to deposit of interest free Refundable Security Deposit as mentioned in **Part B of Second Schedule** hereunder. The Purchaser(s) is/are further aware that at the time of taking possession of the said Premises the Purchaser(s) shall deposit with Promoter the aforesaid interest free Refundable Security Deposit along with the payment of Other Charges as mentioned in **Part B of Second Schedule** hereunder. The aforesaid Refundable Security Deposit shall be refunded after deducting amounts for rectifying defects; if any towards damages caused while drilling holes in the walls / damage to the internal walls / external walls and flooring causing leakage in the said Flat, water proofing work, seepage problem in the said Flat and/or neighbouring/ downstairs flat or to any common areas or to the building / while loading/ unloading/ transporting the furniture inside the said Flat / causing damages to the passenger lifts etc., while shifting or carrying out interior work / civil work in the said Flat.

11.3 **Procedure for Taking Possession:** The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser(s) as per the Agreement, shall offer in writing the possession of the Premises, to the Purchaser(s) in terms of this Agreement to be taken within 30 (thirty) days from the date of issue of such notice and the Promoter shall give possession of the Premises to the Purchaser(s).



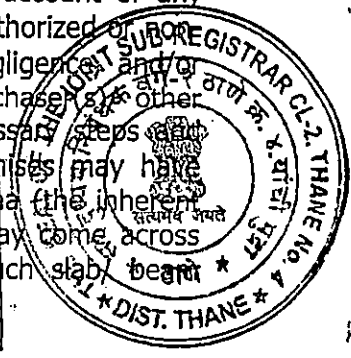
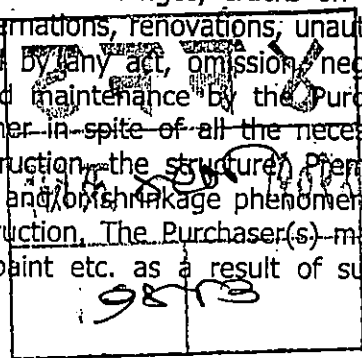
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- 11.4 The Purchaser(s) shall take possession of the Premises within 30 (thirty) days of the written notice from the Promoter to the Purchaser(s) intimating that the said Premises is ready for use and occupancy.
- 11.5 The Purchaser(s) shall be liable to bear and pay the proportionate share of outgoings in respect of the said Property and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Property and building/s as mentioned hereinabove. Until the Society is formed and the said structure of the building/s or wings is transferred to it, the Purchaser(s) shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. The Purchaser(s) further agrees that till the Allottee's share is so determined, the Purchaser(s) shall pay to the Promoter provisional monthly contribution towards the outgoings/other charges as described in **Part B of Second Schedule** hereunder written. The amounts so paid by the Purchaser(s) to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of the structure of the building or wing is executed in favour of the society as aforesaid. On conveyance/assignment being executed for the structure of the building and handover of affairs to the Society, aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society, as may be formed.
- 11.6 The Purchaser(s) shall on or before delivery of possession of the said Premises keep deposited with the Promoter the Other Charges as described in **Part B of Second Schedule** hereunder written.
- 11.7 **Failure of Purchaser(s) to take Possession of Premises:** Upon receiving a written intimation from the Promoter as mentioned herein above, the Purchaser(s) shall take possession of the Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Premises to the Purchaser(s). In case the Purchaser(s) fails to take possession within the time provided herein, the Promoter shall not be liable and responsible for maintaining the said Premises and such Purchaser(s) shall continue to be liable to pay maintenance charges as applicable.
- 11.8 That at the time of offer of possession of the said Flat, certain fixtures/facilities/amenities proposed to be provided in the said New Buildings like lobby furniture, common area fixtures, lights, equipment, etc. may not be ready or other facets of the Project or floor/s may not be completed and the Purchaser(s) shall not delay accepting possession of the said Flat or delay making any payments on the ground that such fixtures/facilities/amenities are not operational and/or that certain work in respect thereof is pending to be completed.
- 11.9 If within a period of 5 (five) years from the date of handing over possession of Premises to the Purchaser(s), the Purchaser(s) brings to the notice of the Promoter any structural defect in the Premises or the building in which the Premises is 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 Purchaser(s) shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. PROVIDED FURTHER THAT, the Promoter shall not be held responsible/liable for any such defects if the same have been caused by reason of default and/or negligence of the Purchaser(s) or any other occupant/user of the premises/building. It is further clarified that any such defects shall always exclude wear and tear, minor changes, cracks on account of any variation in temperature/ weather, misuse, alterations, renovations, unauthorized or non-permitted alterations, loss or damage caused by any act, omission, negligence and/or failure to take proper and effective care and maintenance by the Purchaser(s) and other occupants and his/her family members. Further in spite of all the necessary steps and precautions taken while designing and construction, the structure/ Premises may have minor deflections due to imposed load, creep and shrinkage phenomena (the inherent properties of concrete), for years after construction. The Purchaser(s) may come across cracks in finishes, flooring, slabs, gypsum, paint etc. as a result of such slab being



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deflection and also caused due to renovation and/or alterations etc. carried out by the Purchaser(s) and/or any other purchasers/ users in the new Building. The Purchaser(s) agrees and covenants not to hold the Promoter liable and/ or responsible in respect thereof.

12 The Purchaser(s) shall use the said Flat or any part thereof or permit the same to be used only for the purpose as agreed between parties. The Purchaser(s) shall use the parking space(s) only for purpose of keeping or parking vehicle.

13 **PARKING SPACES:**

13.1 The Purchaser(s) acknowledge/s and understand/s the car-parking spaces that may be provided for in the New Building, may be in the form of an automated mechanical stack parking or tower parking or puzzle pit parking in the form of level/horizontal mechanical parking system or any other form of automated or mechanical parking wherein there shall be no identified spot/place which may be earmarked for a particular acquirer of premises in the New Building and which parking system shall be designed to minimize the area and/or volume required for parking cars (hereinafter referred to as "**the Mechanical Parking**"). The Purchaser(s) is/are aware that such Mechanical Parking involves operation of an automated machine for parking and removing cars from the Mechanical Parking system and the same could be time-consuming and the Purchaser(s) acknowledge/s that the Purchaser(s) has/have no objection to the same. The Purchaser(s) hereby agree/s and undertake/s that the Purchaser(s) to whom parking is allocated in such Mechanical Parking shall bear the costs and expenses of the maintenance of such Mechanical Parking system. The Purchaser(s) shall not refuse to bear such costs and/or expenses on the ground of non-utilisation of such Mechanical Parking system or on any other ground whatsoever and howsoever arising.

13.2 As per such earmarking of parking spaces done by the Promoter, the holder(s)/purchaser(s) of the said Flat shall be entitled to exclusively use, occupy and enjoy the right to park vehicle/s in the designated parking spaces in the Said New Buildings. However, the location of such parking spaces shall be earmarked by the Promoter at the time of completion of construction of the Said New Buildings and at the time of handover of possession of the said Flat to the Purchaser(s).

14 It is expressly and specifically agreed and confirmed by and between the parties hereto that at any time prior to the execution of the transfer/conveyance in respect of the said Property, if F.S.I in respect of Property is increased and the usage of T.D.R. becomes permissible on the Project under the applicable law, then such beneficial increase in F.S.I. and or such beneficial permission, Loading of T.D.R. on the Project shall exclusively belong to and accrue for the sole benefit and enjoyment of the Promoter and the Promoter alone shall have the entire and exclusive benefit of such increase in the F.S.I. and the beneficial use of the permitted T.D.R. which may be consumed on the Project. The Purchaser(s) hereby expressly and specially agrees and confirm that he/she/they shall not have any right, title interest and claim of whatsoever nature over the further increase in F.S.I. of the Land, which shall exclusively belong to the Promoter. The Promoter may, subject to provisions of the Act and the Rules, construct additional floor(s) on the new Buildings and/or at the sole discretion of the Promoter, generate appropriate certificate whereof with the approval of concern authority and utilize the same in any other Project.

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15 The Purchaser(s) confirms that he/she/they/it is/are aware that the development will be phase-wise and that transfer/conveyance of the said Property will be executed in favour of the Society/Apex Body/Federation/Association of the societies, as may be formed as per the guidelines of the Deputy Registrar, Co-operative Societies, after completion of the entire Project.

16 The Purchaser(s) along with other allottee(s) of the Flats in the building shall join in forming and registering the Society or Association to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to

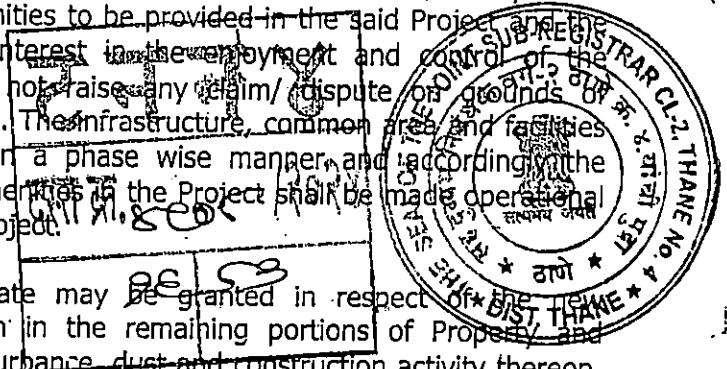


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the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Purchaser(s), so as to enable the Promoter to register the common organisation of Purchaser(s). No objection shall be taken by the Purchaser(s) if any, changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies, as the case may be, or any other Competent Authority.

- 16.1 The Purchaser(s) confirms that he/she/they/it is/are aware that the development of the said Project shall be phase-wise and that the Promoter shall, within 3 (three) months of registration of the Society or Association, as aforesaid, cause to be transferred/conveyed to the Society or Association, as the case may be, all the right, title and the interest of the Promoter in the said structure of the New Buildings or Wings in which the said Premises is situated.
- 16.2 The Purchaser(s) confirms that he/she/they/it is/are aware that the development of the said Project shall be phase-wise, as aforesaid and that post registration of the Federation/apex body of the Societies, as aforesaid, the Promoter shall cause to be transferred/conveyed to the Federation/Apex body all the right, title and the interest of the Land Owner Promoter/Promoter in the said Property on which the building with multiple wings or buildings are constructed.
17. At the time of registration of conveyance of the structure of the building or wing of the building, the Purchaser(s) shall pay to the Promoter, the Purchaser(s)' share of stamp duty and registration charges payable, by the said Society on such conveyance or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of transfer/conveyance of the said Property, the Purchaser(s) shall pay to the Promoter, the Purchaser(s) ' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the said Property to be executed in favour of the Apex Body or Federation.
18. The Promoter shall have absolute authority and control as regards to the unsold Premises and the disposal thereof. The Promoter shall be liable to pay only the municipal taxes at actual and no other charges in respect of the unsold Premises and when such Premises are sold to the persons of the Promoter's choice, the Society shall admit the purchaser of such Premises as its member without charging any premium or any other extra payments from them and notwithstanding any provision in the bye-laws or charter or constitution documents of the Proposed Society/Association/Apex Body to the contrary.
19. The Promoter have informed the Purchaser(s) and the Purchaser(s) is/are fully aware and hereby provide his/her/their/its irrevocable consent and also undertake not to raise any objection in respect of following:
- (a) The Project will be undertaken/executed in Phases and the Promoter shall at their sole discretion, be entitled to develop the balance area of the Property and utilize the FSI and development potential of the Property till entire development of the Project as per business plan formulated by Promoter from time to time.
- (b) Till the entire development of Project is completed, the Purchaser(s) shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the unallotted areas, open spaces, infrastructure facilities, recreation facilities and/or any other common areas/ facilities or the amenities to be provided in the said Project and the Purchaser shall have no right or interest in the employment and control of the Promoter in this regard and shall not raise any claim/dispute on grounds of inconvenience, nuisance or otherwise. The infrastructure, common area and facilities and amenities shall be developed in a phase wise manner, and accordingly the common area facilities and layout amenities in the Project shall be made operational only upon completion of the entire Project.
- (c) Whilst the Part Occupation Certificate may be granted in respect of buildings, there will be construction in the remaining portions of Property and accordingly, there may be noise, disturbance, dust and construction activity thereon,



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and the workmen, employees, representatives, movement of construction materials/ equipment, Machineriies, agents of the Promoter will/ may be utilizing the lifts, the common lobbies and common areas and facilities for undertaking development of the Property including ingress, egress, storage, access, etc. until the completion of the entire Project and the Purchaser(s) agrees not to object to the same on any grounds whatsoever or do any act which would in any manner prejudice and/or affect the right and authority of the Promoter to undertake and complete the Project.

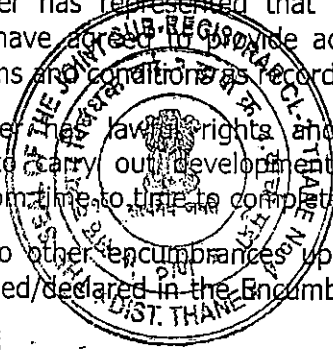
- (d) Subject to approval from concerned authorities, the Promoter may amend and modify the sanctioned plan and/or Project layout for residential and/or commercial and/or mixed use at their sole discretion. However, such amendment/ modification will not have effect on the area, location, specification of the said Premises and Total Consideration agreed to be paid by the Purchaser(s) pursuant to provisions of this Agreement.
- (e) The development of the said Project is dynamic and the scope thereof could be substantially increased from time to time by the amalgamation, mixture and composition of land parcels, FSI and various development schemes under the applicable laws. The Promoter shall be entitled to amalgamate the schemes in respect of the adjoining lands with the development scheme of the said Property.
- (f) The Purchaser(s) has/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Promoter; and is/are aware that some of such conditions and/or obligations shall require compliance in continuity by the Purchaser(s) and/or the Proposed Society even after the development and construction of the Said New Buildings is completed and after the management of the Said New Buildings is handed over to the Proposed Society/Apex Body as provided herein; and the Purchaser(s) has/have agreed to abide by and comply with such continuing conditions and obligations.

20. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Purchaser(s) as follows:

- i. The Promoter has clear and marketable title to the development rights in respect of the said Property; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Property and also has actual, physical and legal possession of the said Property for the implementation of the Project;
- ii. The Promoter has represented that the parties in the said Joint Development Agreement have agreed to provide access/Right of Way (ROW), in accordance with the terms and conditions as recorded therein.
- iii. The Promoter has the lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- iv. There are no other encumbrances upon the said Property or the Project except those disclosed/declared in the Encumbrance Certificate as uploaded on MahaRERA website;
- v. There are no litigations pending before any Court of law with respect to the said Property or Project except those disclosed in the title report; if any;
- vi. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Property and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said Property and said Building/wing shall be obtained by following 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 Project, said Property, Building/wing and common areas;

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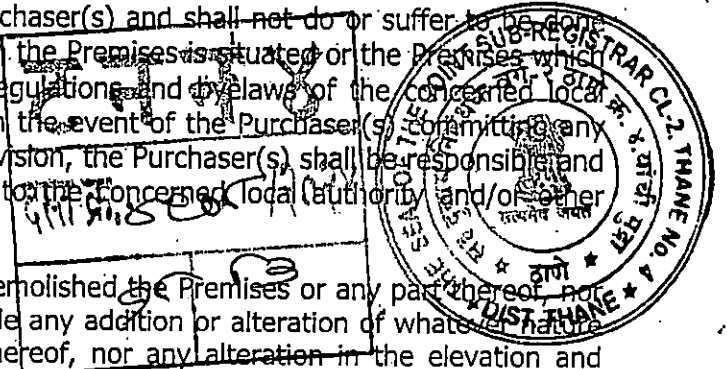
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- vii. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser(s) created herein, may prejudicially be affected;
- viii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Property, including the Project and the said Premises which will, in any manner, affect the rights of Purchaser(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 Purchaser(s) in the manner contemplated in this Agreement;
- x. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- 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 said Project to the competent Authorities up to the date of receipt of Occupation Certificate;
- 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 Property) has been received or served upon the Promoter in respect of the said Property and/or the Project except those disclosed in the title report.

21. The Purchaser(s) or himself/herself/themselves with intention to bring all persons into whosoever hands the Premises may come, hereby covenants with the Promoter as follows:

- i. TO MAINTAIN the Premises at the Purchaser(s)'s own cost in good and tenable repair and condition from the date that of possession of the Premises is taken and shall not do or suffer to be done anything in or to the building in which the Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Premises is situated and the Premises itself or any part thereof without the consent of the local authorities, if required.
- ii. NOT TO STORE in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Premises is situated, including entrances of the building in which the Premises is situated and in case any damage is caused to the building in which the Premises is situated or the Premises on account of negligence or default of the Purchaser(s) in this behalf, the Purchaser(s) shall be liable for the consequences of the breach.
- iii. TO CARRY OUT at his/her/their own cost all internal repairs to the said Premises and maintain the Premises in the same condition, state and order in which it was delivered by the Promoter to the Purchaser(s) and shall not do or suffer to be done anything in or to the building in which the Premises is situated or the 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 Purchaser(s) committing any act in contravention of the above provision, the Purchaser(s) shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. NOT TO DEMOLISH or cause to be demolished the 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 Premises or any part thereof, nor any alteration in the elevation and



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outside colour scheme of the building in which the Premises is situated and shall keep the portion, sewers, drains and pipes in the Premises and the appurtenances thereto in good, tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Premises without the prior written permission of the Promoter and/or the Society.

- v. NOT TO DO or permit to be done any act or thing which may render void or voidable any insurance of the said Building in which the Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. NOT TO DO or permit to be done in or upon the Premises or any portion of the new Buildings, or any act, deed or thing which shall cause nuisance annoyance, disturbance, danger or inconvenience to the other occupants/allotees of other Premises of the new Buildings;
- vii. NOT TO AFFIX any sign boards, neon lights or advertisements either on the terrace or on the exterior of the new Buildings or on the compound wall or otherwise in and or upon the Land and not to fix any grills outside the Premises;
- viii. TO MAINTAIN the Premises at his/her/their own cost in good tenantable repair and condition from the date of taking possession thereof and not to do or suffer to be done anything in or upon the Premises and the new Buildings, its staircase or any passage which may be against the rules and regulations of the concerned local or any other authority or which may change/alter or make additions in or to the Premises or any part thereof;
- ix. TO KEEP the premises inside and outside in a neat, clean and sanitary condition, free from waste and other debris, to store all items inside the premises hereby agreed to be purchased and not in vacant places or in common areas or walk areas, pathways, etc. and not to hang any sign boards, hoardings, name boards etc. in passage or inner or outer wall of the new buildings. The Promoter/ society/apex body shall have right to immediately dispose-off or move away items left un-attended/stored outside the premises at the expenses and liability of purchaser(s).
- x. NOT TO USE the refuge area provided in the new buildings for any purpose whatsoever as the same is exclusively provided for a refuge in case of fire in the new buildings;

xi. NOT TO OBJECT and consent for any variations in colour, size and design etc. of the tiles, marble, granite, stones or any other construction material provided in the premises during repairs/ replacement which are beyond control of the Promoter.

xii. NOT TO CHANGE the elevations of the premises or do any structural changes or to put grills on the outer side of the new buildings and shall maintain the same in the same form as the Promoter have constructed and not at any time alter the said elevations in any manner whatsoever without the prior consent in writing from the Promoter/ society/ apex body concerned authorities; as the case may be;

xiii. TO ENSURE that the proposed society shall preserve and maintain the documents/ plans received from the Promoter and subsequently carry out necessary repairs/ structural audit/fire audit at regular interval and also present periodical structural audit reports and repair history, to check and to carry out fire safety audit from time to time as per requirement of the chief fire officer, through an authorised agency.

xiv. 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 Property and the said Building in which the Premises is situated.

xv. TO CONTRIBUTE proportionately towards costs and expenses for maintenance and repairs of the Building and other charges payable to concerned authorities in respect



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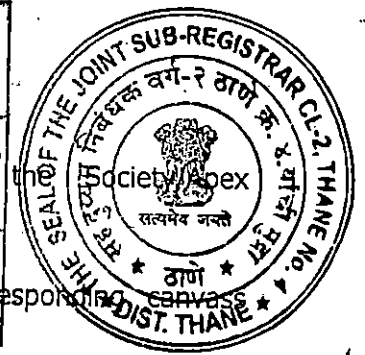
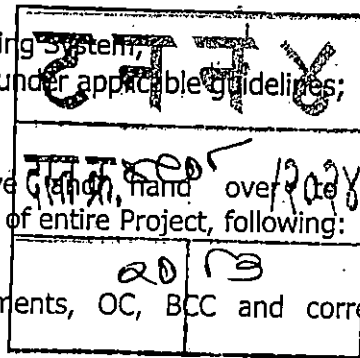
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thereof and to pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the said Building in which the Premises is situated.

- xvi. TO BEAR AND PAY increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Premises by the Purchaser(s) for any purposes other than for purpose for which it is sold.
- xvii. The Purchaser(s) shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser(s) to the Promoter under this Agreement are fully paid up and only after obtaining No Objection Certificate from the Promoter/ Society as the case may be.
- xviii. The Purchaser(s) shall observe and perform all the rules and regulations which the Society or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the Flats 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 Government and other public bodies. The Purchaser(s) shall also observe and perform all the stipulations and conditions laid down by the Society/Apex Body/Federation regarding the occupancy and use of the Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xix. Till a conveyance of the structure of the said Building in which Premises is situated is executed in favour of Society, the Purchaser(s) shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Buildings or any part thereof to view and examine the state and condition thereof.

The Purchaser(s) shall indemnify and hold safe, harmless and indemnified the Promoter and the other occupants of the Building of from and against a breach of the aforesaid covenants by the Purchaser(s).

22. The Purchaser(s) is/are aware that amenities/ facilities in the basement and/or ground/stilt level of the New Buildings are for common use by the purchasers of Premises in all the Sale Towers and the Purchaser(s) agrees not to take any objections or raise any concerns in respect thereof and hereby agrees to all terms and conditions in respect of use and enjoyment of such amenities/ facilities as may be stipulated by Promoter from time to time.
23. The Purchaser(s) is/are aware of the following and shall not raise any objection in respect thereof in future and MBMC/ MCGM shall not be held responsible for the same:
- the new buildings are constructed with open space deficiency and the Purchaser(s) shall not object to the development of neighbouring plot whenever they come forward for the development of their respective plot which may involve open space deficiency;
 - uses of the Mechanical/stack/pit Parking System;
 - room sizes are adequate as required under applicable guidelines;
 - Manoeuvring space for car parking.
24. The Promoter shall compile, preserve and hand over to the Society/Apex Body/Federation/Association on completion of entire Project, following:
- All ownership Documents;
 - Copies of CC, subsequent amendments, OC, BCC and corresponding mounted plans;
 - Copies of soil investigation reports;



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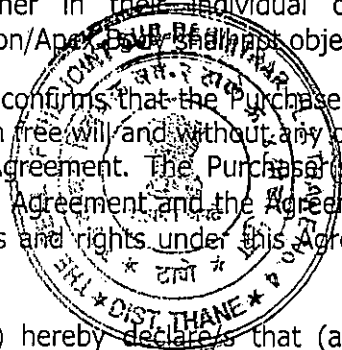
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- (d) RCC details and canvass mounted structural drawings;
- (e) Structural Stability Certificate from Licensed Structural Engineer;
- (f) Supervision Certificate issued by Licensed Site Supervisor;
- (g) Building Completion Certificate issued by Licensed Surveyor/Architect; and
- (h) NOC and Completion Certificate issued by the CFO.

25. The Society shall preserve and maintain the documents/ plans received from the Promoter and subsequently carry out necessary repairs/ structural audit/fire audit at regular interval and also present periodical structural audit reports and repair history, to check and to carry out fire safety audit from time to time as per requirement of the Chief Fire Officer, through an authorised agency of MBMC/ MCGM.
26. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Property and Building or any part thereof. The Purchaser(s) shall have no claim save and except in respect of the Premises hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the new buildings / wings is/are transferred/conveyed to the Society or other body and until the said Property is transferred/conveyed to the Apex Body /Federation as hereinbefore mentioned.
27. The Promoter will, at all times, be entitled to install the logos and/or name boards and/or put-up advertisements boards/ hoarding etc. of the Promoter and/or its affiliates (hereinafter referred as the "displays") with various devices (including electronic, laser and neon signs) in one or more places in the new Buildings therein including, on open space/s, the terraces of the new Buildings and/or any parts of the new Buildings if it so desires at its own costs and expenses. The Promoter and/or affiliates will not be liable to make any payment of any nature to Purchaser(s) and/or the occupant/s of the other Premises in the new Buildings and/or the co-operative society or limited company in respect of the displays.
28. The Promoter may permit various consultants, service providers, financiers, manufacturers, suppliers and other third parties to publish the image of the Said New Buildings and the name of the Said New Buildings in advertisements, publications, brochures, and such other marketing and/or promotional materials as the Promoter may deem fit and the Purchaser(s) either in their individual capacity or as members of the Proposed Society/ Association/Apex Body shall not object thereto.

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29. The Purchaser(s) confirms that the Purchaser(s) has/have entered into this Agreement out of his/her/its own free will and without any coercion and after reviewing and understanding all the terms of this Agreement. The Purchaser(s) has/have obtained suitable advice prior to entering into this Agreement and the Agreement is being entered into with full knowledge of the obligations and rights under this Agreement and the Applicable Law governing the same.
30. The Purchaser(s) hereby declares that (a) he/she/they/it has/have gone through this Agreement and all the documents related to the said Property; (b) The Purchaser(s) has/have also reviewed all documents uploaded by the Promoter pertaining to the Project on the website of the Maharashtra Real Estate Regulatory Authority and has/have read and expressly understood the contents, terms and conditions of the same; and (c) the Promoter have entered into this Agreement with the Purchaser relying solely on the Purchaser(s) agreeing, undertaking and covenanting to strictly observe, perform, fulfil and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Purchaser to be observed, performed and fulfilled and complied with. Therefore, the Purchaser(s) hereby agrees, undertakes and covenants to indemnify, save, defend and keep harmless at all times hereafter, the Promoter and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-

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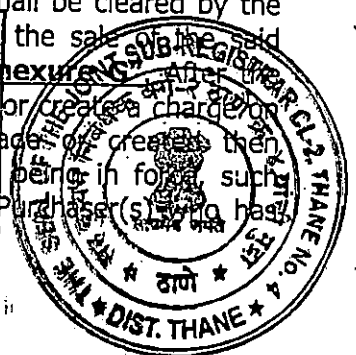
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compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser(s).

- 31. The Purchaser(s) if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ("FEMA"), Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s)/modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc., and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of this Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other Applicable Law. The Purchaser(s) understands and agrees that in the event of any failure on his/her part to comply with applicable guidelines issued by the Reserve Bank of India then he/she shall be liable for action under the FEMA as amended from time to time. The Promoter accepts no responsibility in this regard. Whenever there is any change in the residential status of the Purchaser(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittance on behalf of any purchaser and such party shall not have any right in the application/allotment of the said Premises applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Purchaser(s) only.
- 32. Any delay or indulgence shown by the Promoter in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser(s) shall not be construed as a waiver on the part of the Promoter for any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser(s) nor shall the same in any manner prejudice the rights of the Promoter.
- 33. It is understood between the parties that images, pictures, colours, furniture shown/contained in marketing collateral, if any, are indicative and for space planning purposes only and shall not be included as part of the said Premises. No right of any nature whatsoever shall be construed and/or deemed to have accrued in favour of any person and/or Purchaser/s from or by virtue of brochure, etc. The Promoter shall not be liable and/or responsible for any loss, damages, cost, charges, expenses suffered / incurred and/or likely to be suffered and/or incurred by any person and/or Purchaser/s. No person or Purchaser/s shall have any right or be entitled to claim or enforce any right based on marketing material, advertisement, brochure, etc.
- 34. Notwithstanding anything contained herein, it is agreed between the parties hereto that the sample Premises if any, constructed by the Promoter and all furniture, items, electronic goods, amenities etc. provided therein are only for the purposes of showing the Premises, and the Promoter is not liable, required and/or obligated to provide any furniture, items, electronic goods, amenities etc. as displayed in the said sample Premises, other than as expressly agreed by the Promoter under this Agreement.
- 35. **Promoter shall not mortgage or create a charge:** The Purchaser(s) hereby gives his/her/their express and specific consent to the Promoter to raise financial facilities/any loan (in addition to the existing loans; if any) against the Project and to mortgage the same and/or create a charge thereon including on receivables from the Project with any bank(s)/ financial institution(s) or any other party. This consent is on the express understanding that any such loan and the liability thereof, if any shall be cleared by the Promoter only at their expenses. The lender has issued NOC for the sale of the said Premises, a copy of which is hereto annexed and marked as **Annexure A**. After the Promoter executes this Agreement the Promoter shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other part of the agreement being in force, such mortgage or charge shall not affect the right and interest of the Purchaser(s) who has taken or agreed to take such Premises.

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A.M. Khairnar
M. S. Kharman

36. **Binding effect:** Forwarding this Agreement to the Purchaser(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser(s) until, firstly, the Purchaser(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser(s) 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 Purchaser(s) for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser(s), application of the Purchaser(s) shall be treated as cancelled and all sums deposited by the Purchaser(s) in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.
37. **Entire agreement:** This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises, as the case may be.
38. **Right to amend:** This Agreement may only be amended through written consent of the Parties.
39. **Provisions of this agreement applicable to purchaser(s)/ subsequent purchaser(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 Project shall equally be applicable to and enforceable against any subsequent Allottees of the Premises, in case of a transfer, as the said obligations go along with the Premises for all intents and purposes. For the purposes of this Agreement, transfer shall mean the sale, transfer, assignment, directly or indirectly, to any third party of (a) the said Premises or any part thereof or (b) the benefit of this Agreement and/or (c) in case the Purchaser is a company, directly or indirectly, the change in (i) control and/or management and/or (ii) shareholding constituting more than 25% of the voting rights and/or economic interest, (d) in case the Purchaser is a partnership firm or limited liability partnership, the change in constitution thereof.

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२०१५	२३
२३	२३

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

41. **Method of calculation of proportionate share wherever referred to in the agreement:** Wherever in this Agreement it is stipulated that the Purchaser(s) has/have to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the Premises to the total carpet area of all the Flats in the Project.
42. **Further assurances:** Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions 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 or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
43. **Place of execution:** The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Purchaser(s), and after the Agreement is duly executed by the Purchaser(s) and the Promoter or simultaneously with the execution the said Agreement shall be registered at

[Handwritten signature]

A.M. Kholnani

M.S. Kharmon
A.M. Kholnani

M.S. Kharmon

the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

44. The Purchaser(s) and/or Promoter shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Purchaser(s) / the Promoter will attend such office and admit execution thereof.
45. That all notices to be served on the Purchaser(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser(s) or the Promoter by Registered Post A.D. or Under Certificate of Posting or email at their respective addresses notified by parties to each other from time to time.

It shall be the duty of the Purchaser(s) and the Promoter to inform each other of any change in address/email id subsequent to the execution of this Agreement in the above address by Registered Post/UCP/email; failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Purchaser(s), as the case may be.

46. **Joint allottees:** That in case there are Joint Allottees all communications shall be sent by the Promoter to the Purchaser(s) whose name appears first and at the address given by him/her/them which shall for all intents and purposes to consider as properly served on all the Allottees.
47. **Stamp Duty and Registration:** The Purchaser(s) and the Promoter shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Parties will attend such office and admit execution thereof. The Purchaser(s) shall bear and pay the amounts payable towards the stamp duty and registration charges on this Agreement. The Purchaser(s) alone shall be liable to bear and pay all other charges, costs and expenses incidental to or in connection with this Agreement.
48. **Dispute Resolution:** Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
49. **Governing law:** That the rights 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 the time being in force and the Mumbai courts will have the jurisdiction for this Agreement.

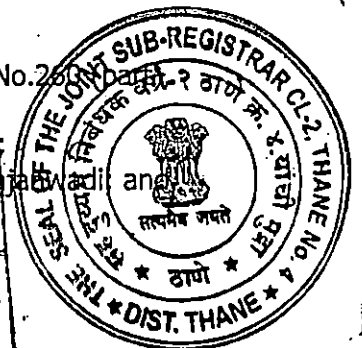
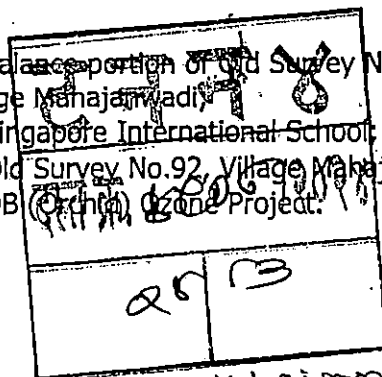
IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale in the presence of attesting witness, signing as such on the day first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO:
THE SAID PROPERTY

All that piece and parcel of non-agricultural land admeasuring **10,509 sq. mts.** or thereabouts out of the larger land admeasuring 40,500 sq. mts., or thereabouts, bearing Old Survey No.260 (part), New Survey No.12, Hissa No.2, situate, lying and being at Village Mahajanwadi, Taluka and District Thane within the jurisdiction of Mira Bhayandar Municipal Corporation, located at Western Express Highway, Near Singapore International School, Mahajanwadi, Mira Road (East), Thane - 401107 and bounded as follows:

On the East
On the West
On the North
On the South

: by balance portion of Old Survey No.260 (part) Village Mahajanwadi
: by Singapore International School
: by Old Survey No.92, Village Mahajanwadi and
: by DB (Ordnance) Zone Project.



A.M. Khatwal

M.S. Khatwal
A.M. Khatwal

**THE SECOND SCHEDULE ABOVE REFERRED TO:
DESCRIPTION OF THE SAID FLAT, CAR PARKING,
CONSIDERATION & PAYMENT TERMS**

PART A	
Details of Flat	Flat bearing Number C-1701 admeasuring on or about 41.99 sq. mtrs. of RERA Carpet Area on the 17th Floor of Tower-3 (Clove) , together with the right to park 01 (One) Car(s) in the car parking area of the New Buildings to be known as " Aaradhya Parkwood 1 " of the project to be known as " Aaradhya Parkwood ", situated on land bearing Old Survey No.260 (part), New Survey No.12, Hissa No.2, lying and being at Village Mahajanwadi, Taluka and District Thane within the jurisdiction of Mira Bhayandar Municipal Corporation, located at Western Express Highway, Near Singapore International School, Mahajanwadi, Mira Road (East), Thane - 401107.

PART B	
Total Consideration (excluding all applicable taxes and Other Charges)	Rs. 81,00,000.00 (Rupees Eighty One Lakh Only).
Amount received	Rs. 31,59,000.00 (Rupees Thirty One Lakh Fifty Nine Thousand Only).

OTHER CHARGES:

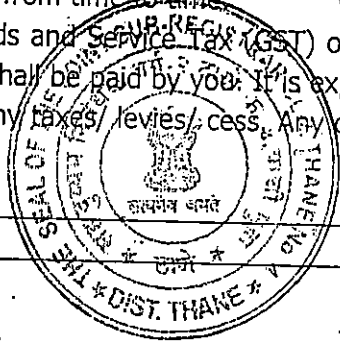
Sr. No.	Details	Amount (Rs.)
1.	Legal Charges	20,000.00
2.	Club House Charges	1,75,000.00
3.	Society and Apex Body Formation	15,000.00
4.	Share Money and Entrance Fees of the Society	700.00
5.	Water and Electricity Charges	40,000.00
6.	Infrastructure and Development Charges	1,65,000.00
7.	Advance deposit for the maintenance, management and upkeep of the building as also taxes and other outgoings (@ Rs.10 on RERA Carpet Area for 12 Months) (excluding property tax)	54,240.00
8.	Corpus Fund (@Rs.100 on RERA Carpet Area)	45,200.00
9.	Refundable Security Deposit	1,00,000.00
Total Rupees Six Lakh Fifteen Thousand One Hundred Forty Only		6,15,140.00

Notes:

- The list of charges mentioned hereinabove are indicative and not exhaustive and you hereby agree to pay all or any such other charges, fees or levies or additional charges and any increases thereon which we may indicate to you from time to time.

All taxes including Goods and Service Tax (GST) or any other statutory taxes/ levies/ cess that may be imposed as applicable shall be paid by you. It is expressly understood that the Other Charges mentioned herein do not include any taxes/ levies/ cess. Any other incidental or consequential charges; if any, shall be charged extra.

Handwritten signature and stamp area with text: "GPA No. 8006/2028" and "F3".



A.M. Khairnar

M.S. Khairnar

A.M. Khairnar
M.S. Khairnar

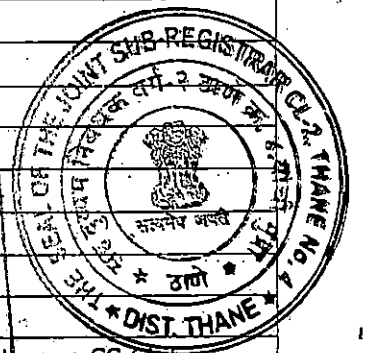
PAYMENT SCHEDULE:

Details	% Due	Amount (Rs.)
On Booking and before Registration of Agreement for Sale	10%	8,10,000.00
On Completion of Excavation of said tower	10%	8,10,000.00
On Completion of Plinth of said tower	10%	8,10,000.00
On Completion of Stilt of said tower	10%	8,10,000.00
On Completion of 11th Floor Slab of said tower	10%	8,10,000.00
On Completion of 22nd Floor Slab of said tower	10%	8,10,000.00
On Completion of Terrace Slab of said tower	10%	8,10,000.00
On Completion of Walls, Internal Plaster, Flooring, Doors, Windows, Sanitary Fittings, Staircases, Liftwells, Lobbies upto the Floor Level of the said Flat	10%	8,10,000.00
On Completion of External Plumbing, External Plaster, Elevation, Terraces with Water Proofing, Lifts, Water Pumps and Electrical Fittings	15%	12,15,000.00
At the time of Possession	5%	4,05,000.00
Total Rupees Eighty One Lakh Only	100%	81,00,000.00

*All taxes including Goods and Service Tax (GST) or any other statutory taxes/ levies/ cess that may be imposed as applicable shall be paid by you. It is expressly understood that the Total Consideration mentioned herein do not include any taxes/levies/cess/other charges.

THE THIRD SCHEDULE ABOVE REFERRED TO:**INTERNAL FLAT FINISHES, FITTINGS, FIXTURE AND EXTERNAL FINISHES**

Sr. No.	Particulars
1.	Entrance Lobby.
2.	600 x 600 mm Premium Vitrified Flooring in entire apartment.
3.	Asian, Dulux or equivalent texture paint for exterior walls and plastic paint for internal walls.
4.	Good Quality CP and Sanitary fittings.
5.	Fire protection system as per CFO-norms.
6.	High speed passenger elevators of reputed brand.
7.	Main door – Fire-rated Laminate Flush door with teak wood frame.
8.	All Internal doors are laminated Flush door with granite frame.
9.	Good Quality anodised Aluminium windows with clear glass.
10.	Intercom System with 1 good quality instrument.
11.	Branded Electrical Fittings
12.	Earthquake Resistant Structure
13.	Concealed Copper Wiring
14.	DG power back up for common area lighting
15.	Good Quality Hardware for all doors
16.	Kitchen - 1 BHK - 1 Platform with SS Sink & 2 BHK - 2 Platform with one SS Sink.
17.	Kitchen Dado tiles 2 ft. above platform
18.	Toilet Dado tiles till beam bottom



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M.S. Khairnar

**THE FOURTH SCHEDULE ABOVE REFERRED TO:
COMMON AREA AMENITIES AND FACILITIES**

Club House	On Podium Landscape	Terrace Amenities
Indoor Games Room	Mumbai Katta	Swimming Pool
Party Hall	Jogging Path	Relaxation Seating
Toddlers Play area	Cricket Pitch	Sky Deck Seating
Library space	Zen Garden	Pool Bar
Sports Lounge	Reflexology zone	Outdoor Jacuzzi
Male/Female spa	Senior Citizen Sit Out Space	Star Gazing Corner
Lounge with Juice Bar	Kid's Play Area	Sunset Point
Mini Theatre	Kid's Pool	Sunrise Point
Gymnasium	Lawn	Yoga Lawn
Yoga Room		Solar Panels

SIGNED AND DELIVERED

By the within named "PROMOTER":
MAN VASTUCON LLP
by the hand of its **Designated Partner/
Authorised Signatory**

Mukesh M. Sheth

In the presence of:

SIGNED AND DELIVERED

by the within named "ALLOTTEE(S)/PURCHASER(S)":

ASHWINI MILIND KHAIRNAR,

MILIND SUDHAKAR KHAIRNAR,

In the presence of:

Parabha M. S. Khairnar

RECEIPT

RECEIVED from the Allottee(s)/Purchaser(s) a sum of **Rs. 31,59,000.00 (Rupees Thirty One Lakh Fifty Nine Thousand Only)** being Part Payment towards Total Consideration of the said Premises.

दस्तावेज क्र. 8205 / 2028

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THE SEAL OF THE JOINT SUB-REGISTRAR CL-2, THANE NO. 4, DIST. THANE

We say received,
For Man Vastucon LLP

Designated Partner/Authorised Signatory



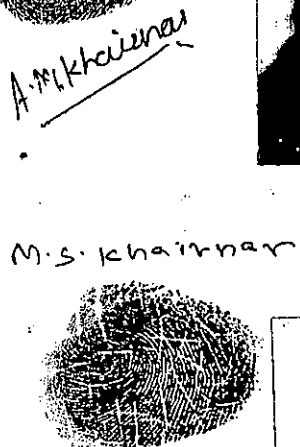


Witness:

Parabha M. S. Khairnar

A.M. Khairnar
M. S. Khairnar

For MAN VASTUCON LI

Authorised Signat

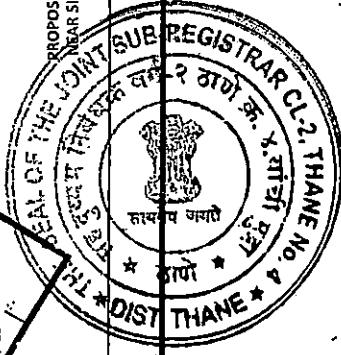
ANNEXURE 'A'

LAYOUT / BUILDINGS LOCATION PLAN



PROPOSED "AARADHYA PARKWOOD 1" PROJECT SITUATED ON LAND BEARING OLD SURVEY NO.260 (PART), NEW SURVEY NO.12, HISSA NO.2, LOCATED AT WESTERN EXPRESS HIGHWAY, NEAR SINGAPORE INTERNATIONAL SCHOOL, MAHAJANWADI, MIRA ROAD (EAST), THANE - 401107

2	1	1
1	1	1
1	1	1



AMI. Khawar
M. S. K. Karmar



मिरा भाईदर महानगरपालिका

नगररचना विभाग

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

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



जा.क्र. : मनपालिका 9084/2023-2028

दिनांक : 21/7/2023

प्रति,

अधिकार पत्रधारक - मे. मनवास्तु कॉन एल.एल.पी.

व्दारा - वास्तुविशारद - मे. दिशा डिझाईन कन्सल्टंट



विषय :-

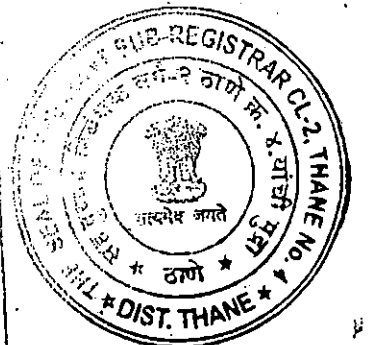
मिरा भाईदर महानगरपालिका क्षेत्रातील मॉर्ज-महाजनवाडी

सर्वे क्र./ हिस्सा क्र. :- (92 (जुना) 13 (नविन) हिस्सा क्र. 1 मधील सिसक्र. 3815, 4174 ते 4192, 4101, 4250, 3458, 3460, 3342 ते 3343, 3346, 4243, 3805, 3807, 3809, 3811, 3813, 3814, 3867, 3749, 4100, 4244 ते 4249, 3459, 3805, 3807, 3809, 3811, 3813, 3814, 3867, स.क्र. 260 (जुना) 12 (नविन) हिस्सा क्र. 2 पैकी व स.क्र. 85 (जुना) 6 (नविन) हिस्सा क्र. 5 पैकी या एकत्रित जागेतील फेज क्र. II मधील इमारत प्रकार- 1 ते 4 (1 बेसमेंट + तळ + 3 पॉडिअम + 1 ते 36) करिता दि. 18/05/2022 रोजीच्या मंजूर नकाशा नुसार बांधकाम करणेस परवानगी देणेबाबत.

- संदर्भ :-
- 1) आपला दि. 24/05/2023 व दि. 21/07/2023 चा अर्ज.
 - 2) मे. सक्षम प्राधिकारी नागरी संकुलन ठाणे यांचेकडील क्र. सी/युएलसी/टे-5/6(1)/एसआर-6/928 दि. 29/01/2009, पत्र क्र. युएलसी/टिए/डब्ल्युएसएचएस-20/एसआर-1137 दि. 18/01/2001 अन्वये कलम 20 चे आदेश व पत्र क्र. युएलसी/टिए/एटीपी/कलम-20/एसआर-1137/12/591/ 2020 दि. 21/12/2020 अन्वये अंतिम ना-हरकत दाखला, पत्र क्र. युएलसी/टिए/टेनं.4 मिरा/एसआर-320 दि. 22/08/2007 अन्वयेचे आदेश व पत्र क्र. युएलसी विभागाकडील पत्र क्र. युएलसी/टिए/एटीपी/अरे-सुद/लायन्सपेन्सिल.प्रा.लि./320/423/2020-21 दि. 13/07/2021 अन्वयेचा ना-हरकत दाखला.
 - 3) मा. जिल्हाधिकारी ठाणे यांचेकडील क्र. महसूल/क-1/टे-1/एनएपी/एसआर/173/ 03 दि. 07/12/2004, महसूल/क-1/टे-1/एनएपी/एसआर-111/2002, दि. 02/09/2002, महसूल/क-1/टे-1/एनएपी/एसआर-98/2008, दि. 08/05/2008 अन्वयेचे आदेश, तसेच क्र. महसूल/क-1/टे-2/जमिनबाब/एसआर-66/2017 दि. 06/02/2018, महसूल/जमिनबाब/टे-2/कावि-22/2021, दि. 24/06/2021 व महसूल/जमिनबाब/ टे-2/कावि-23/ 2021, दि. 24/6/2021 अन्वये रुपांतरित कर भरणा दाखला.

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2023
21/7/2023
2023



A.M. Khaichal

M.S. Khanna



मिरा भाईंदर महानगरपालिका

नगररचना विभाग

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

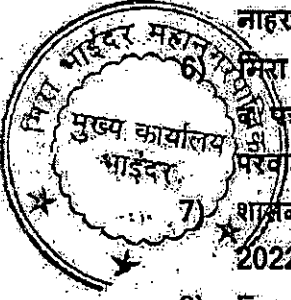
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जा.क्र. :- मनपा/नर 9684/2023-2024

दिनांक :- 2 एप्रिल 2023

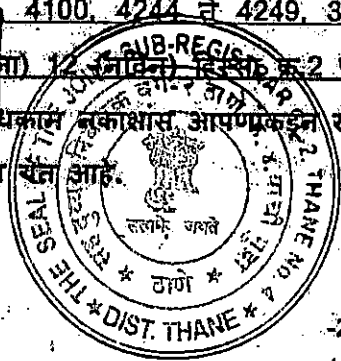
- 4) दि इस्टेट इनवेस्टमेंट कंपनी प्रा.लि. क्र. इ.आय/275 दि.11/01/2010 यांचेकडील नाहरकत दाखला सादर.
- 5) अग्निशमन विभागाकडील पत्र क्र.मनपा/अग्नि/1294/2021-22 दि.07/01/2022 व पत्र क्र.मनपा/अग्नि/1295/2021-22 दि.07/01/2022 अन्वये प्राथमिक नाहरकत दाखला.
- 6) मिरा भाईंदर महानगरपालिका पत्र क्र.मनपा/नर/1563/2021-22 दि.25/08/2021 व पत्र क्र. मनपा/नर/2403/2021-22 दि.09/11/2021 अन्वये सुधारीत बांधकाम परवानगी
- 7) शासनाचे पर्यावरण विभाग SEIAA यांचेकडील पत्र क्र. SIA/MM/MIS/7730/2022, दि. 18/05/2023 अन्वये नाहरकत दाखला.
- 8) Eco Sensitive Zone बाबत शासनाचे संबंधित पर्यावरण विभागाचे पत्र क्र.Desk/1/20/LND/ESZ/2857/2019-20 दि.27/08/2019.
- 9) विकासकाचे दि. 26/03/2022, दि. 29/04/2022 व दि. 20/06/2023 रोजीचे हमीपत्र.



-: सुधारीत बांधकाम परवानगी :- (सुधारीत नकाशे मंजुरीसह)
(विकास हक्क प्रमाणपत्राच्या वापरासह)

महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 च्या कलम 44, 45 अन्वये व महाराष्ट्र महानगरपालिका अधिनियम 1949 चे कलम 253 ते 269 विकासकार्य करण्यासाठी / बांधकाम प्रारंभपत्र मिळण्यासाठी आपण विनंती केले नुसार मिरा भाईंदर महानगरपालिका क्षेत्रातील मोजे - महाजनवाडी सि.स.नं./सर्वे क्र./हिस्सा क्र. (92 (जुना) 13 (नविन) हिस्सा क्र.1) मधील सिसक्र.3815, 4174 ते 4192, 4101, 4250, 3458, 3460, 3342 ते 3343, 3346, 4243, 3805, 3807, 3809, 3811, 3813, 3814, 3867, 3749, 4100, 4244 ते 4249, 3459, 3805, 3807, 3809, 3811, 3813, 3814, 3857, 3858 (जुना) 12 (नविन) हिस्सा क्र.2 पैकी व स.क्र. 85 (जुना) 6 (नविन) या जागेतील रेखमकन, हमीपत्राचे बांधकाम नुकाशास आपण एकत्रित खालील अटी व शर्तीचे अनुपालन होण्याच्या अधीन

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दस्त क्र. 30/23	
30	23



A.M. Kharwal
M. S. Kharwal



मिरा भाईंदर महानगरपालिका

नगररचना विभाग

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

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जा.क्र. : मनपा/नर/ 9084 / 2023. 2028 दिनांक : 21/5/2023

- 1) सदर भूखंडाचा वापर फक्त बांधकाम नकाशात दर्शविलेल्या उद्दिष्टास वापरासाठीच करण्याचा आहे.
- 2) सदरच्या बांधकाम परवानगीने आपणास आपल्या हक्कात नसलेल्या जागेवर कोणतेही बांधकाम करता येणार नाही.
- 3) मंजूर नकाशाप्रमाणे जागेवर प्रत्यक्ष मोजणी करून घेणेची आहे व त्याची उपअधिकार भूखंडाच्या अखिलेख, ठाणे यांनी प्रमाणीत केलेली नकाशाची प्रत या कार्यालयाच्या अखिलेखार्थे दोन प्रतीमध्ये पाठविल्या आहेत व त्यास मंजूरी घेणे आवश्यक आहे.
- 4) सदर भूखंडाची उपविभागणी महानगरपालिकेच्या पूर्वपरवानगी शिवाय करता येणार नाही. तसेच मंजूर रेखांकनातील इमारती विकसित करण्यासाठी इतर / दुस-या विकासकास अधिकार दिल्यास / विकासासाठी प्राधिकृत केल्यास दुरुयम / दुस-या विकासकाने मंजूर बांधकाम नकाशे व चटईक्षेत्राचे व परवानगीत नमुद अटी व शर्तीचे उल्लंघन केल्यास / " लन न केल्यास या सर्व कृतीस मुळ विकासक व वास्तुविशारद जबाबदार राहिल.
- 5) या जागेच्या आजूबाजूला जे पूर्वीचे नकाशे मंजूर झाले आहेत त्याचे रस्ते हे सदर नकाशातील रस्त्याशी प्रत्यक्ष मोजणीचे व सिमाकनाचे वेळी सुसंगत जुळणे आवश्यक आहे. तसेच या जागेवरील प्रस्तावित होणा-या बांधकामास रस्ते संलग्नित ठेवणे व सार्वजनिक वापरासाठी खुले ठेवणेची जबाबदारी विकासक / वास्तुविशारद / धारक यांची राहिल. रस्त्याबाबत व वापराबाबत आपली / धारकांची कोणतीही हरकत असणार नाही.
- 6) नागरी जमीन धारणा कायदा 1976 चे तरतुदीना व महाराष्ट्र जमीन महसूल अधिनियमाच्या तरतुदीस कोणत्याही प्रकारची बाधा येता कामा नये व या दोन्ही कायद्यान्वये पारित झालेल्या व यामुळे वेळोवेळी होणा-या सर्व आदेशाची अंमलबजावणी करण्याची जबाबदारी विकासक व वास्तुविशारद इतर धारक यांची राहिल.
- 7) रेखांकनात / बांधकाम नकाशात इमारतीचे समोर दर्शविण्यात / प्रस्तावित करण्यात आलेली सामासिक अंतराची जागा ही सार्वजनिक असून महानगरपालिकेच्या मालकीची राहिल व या जागेचा वापर सार्वजनिक रस्त्यासाठी / रस्ता रुंदीकरणासाठी करण्यात येईल. याबाबत अर्जदार व विकासक व इतर धारकांचा कोणताही कायदेशीर हक्क असणार नाही.
- 8) मालकीहक्काबाबतचा वाद उत्पन्न झाल्यास त्यास अर्जदार, विकासक, वास्तुविशारद, धारक व संबंधित व्यक्ती जबाबदार राहतील. तसेच वरील जागेस पोहोच मार्ग उपलब्ध असल्याची व जागेच्या हद्दी जागेवर प्रत्यक्षपणे जुळविण्याची जबाबदारी अर्जदार, विकासक, वास्तुविशारद यांची राहिल. यामध्ये तफावत निर्माण झाल्या झाल्यास सुध्द मंजूरी घेणे कसेच आहे.

मंजूर
दिनांक. 20/5/2023
39/13



A.M. Khairnal
M.S. K. Khairnal



मिरा भाईंदर महानगरपालिका

नगररचना विभाग

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

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



जा.क्र :- मनपा/नर/ 9084 / 2023 - 2028

दिनांक :- 24/1/2023

9) मंजूर रेखांकनातील रस्ते, ड्रेनेज, गटारे व खुली जागा (आर.जी.) अर्जदाराने / विकासकाने महानगरपालिकेच्या नियमाप्रमाणे पूर्ण करून सुविधा सार्वजनिक वापरासाठी कायम स्वरूपाची खुली ठेवणे बंधनकारक राहिल.

10) इमारतीचे उद्वाहन, अग्निशमन तरतूद, पाण्याची जमिनीवरील व इमास्तीवरील अशा दोन प्रकारच्या, दोन इलेक्ट्रीक पंपसेटसह तरतूद केलेली असली पाहिजे.

11) महानगरपालिका आपणास बांधकामासाठी व पिण्यासाठी व इतर कारणासाठी पाणीपुरवठा करण्याची हमी घेत नाही. याबाबतची सर्व जबाबदारी विकासक / धारक यांची राहिल. तसेच सांडपाण्याची सोय व मलविसर्जनाची व्यवस्था करण्याची जबाबदारी विकासकाची / धारकाची राहिल. तसेच बांधकाम सुरु करतवेळी बांधकाम संपेपर्यंत नेथील बांधकाम कामगारांसाठी आवश्यकतेप्रमाणे पुरेशा शौचालयाची व पाळणाघराची व्यवस्था करणे आपणावर बंधनकारक राहिल.

12) अर्जदाराने स.क्र. / हि.क्र. मोजे, महानगरपालिका मंजूरी, बिल्डरचे नाव, आर्किटेक्टचे नाव, अकृषिक मंजूरी व इतर मंजूरीचा तपशील दर्शविणारा फलक प्रत्यक्ष जागेवर लावण्यात आल्यानंतरच इतर विकास कामास सुरुवात करणे बंधनकारक राहिल. तसेच सर्व मंजूरीचे मूळ कागदपत्र तपासणीसाठी / निरीक्षणासाठी जागेवर सर्व कालावधीसाठी उपलब्ध करून ठेवणे ही वास्तुविशारद व विकासक यांची संयुक्त जबाबदारी आहे. अशी कागदपत्रे जागेवर प्राप्त न झाल्यास तातडीने काम बंद करण्यात येईल.

13) मंजूर रेखांकनातील इमारतीचे बांधकाम करण्यापूर्वी मातीची चाचणी (Soil Test) घेऊन व बांधकामाची जागा भूकंप प्रवण क्षेत्राचे अनुषंगाने सर्व तांत्रिक बाबी विचारात घेऊन (Specifically earthquake of highest intensity in seismic zone should be considered) आर.सी.सी. डिझाईन तयार करून संबंधीत सक्षम अधिका-यांची मंजूरी घेणे. तसेच इमारतीचे आयुष्यमान, वापर, बांधकाम चालू साहित्याचा दर्जा व गुणवत्ता व अग्नि क्षमण व्यवस्था याबाबत नॅशनल बिल्डींग कोड प्रमाणे तरतुदी करून कार्यान्वीत करणे तसेच बांधकाम चालू असतांना तांत्रिक व अतांत्रिक कार्यवाही पूर्ण करून त्याची पालन करण्याची जबाबदारी अर्जदार, विकासक, स्ट्रक्चरल अभियंता, वास्तुविशारद, बांधकाम पर्यवेक्षक, धारक संयुक्तपणे राहिल.

14) रेखांकनातील जागेत विदग्धता असल्यास तोडण्यासाठी महानगरपालिकेची व इतर विभागांची पूर्व मंजूरी घेतून करणे बंधनकारक आहे. तसेच खुल्या जागेत वृक्षारोपण करण्यात यावे.	
15) मंजूर बांधकाम नकाशे व जागेवरील बांधकाम यामध्ये तफावत असल्यास नियमावलीनुसार त्वरीत सुधारित बांधकाम नकाशांना मंजूरी घेणे बंधनकारक आहे अन्यथा हे बांधकाम मंजूर विकास नियंत्रण नियमावलीनुसार अनाधिकृत ठरते त्यानुसार उक्त अनाधिकृत बांधकाम तोडण्याची कार्यवाही	
32	13

A.M. Khallane
M.A. Kulkarni

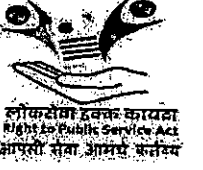


मिरा भाईंदर महानगरपालिका

नगररचना विभाग

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

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जा.क्र. : मनपा/नर/ 9084 / 2023-2028

दिनांक : 21/7/2023

करण्यात येईल.

- 16) बांधकाम साहित्य रस्त्यावर व सार्वजनिक ठिकाणी ठेवता येणार नाही. याबाबतचे उल्लंघन झाल्यास महानगरपालिकेकडून आपणाविरुद्ध दंडात्मक कार्यवाही करण्यात येईल.
- 17) महानगरपालिकेने मंजूर केलेले बांधकाम नकाशे व बांधकाम प्रारंभपत्र रद्द करण्याची कार्यवाही खालील बाबतीत करण्यात येईल व महाराष्ट्र महानगरपालिका अधिनियम 1949 व महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 च्या तरतुदीनुसार संबंधिताविरुद्ध विवेकीस कार्यवाही करण्यात येईल.
 - 1) मंजूर बांधकाम नकाशाप्रमाणे बांधकाम न केल्यास.
 - 2) मंजूर बांधकाम नकाशे व प्रारंभपत्रातील नमुद सर्व अटी व शर्तीचे पालन होत नसल्याचे निदर्शनास आल्यास.
 - 3) प्रस्तावित जागेचे वापरात महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 व इतर अधिनियमान्वये प्रस्तावाखालील जागेच्या वापरात बदल होत असल्यास अथवा वापरात बदल करण्याचे नियोजित केल्यास.
 - 4) महानगरपालिकेकडे सादर केलेल्या प्रस्तावात चुकीची माहिती व विधी ग्राह्यता नसलेली कागदपत्रे सादर केल्यास व प्रस्तावाच्या अनुषंगाने महानगरपालिकेची दिशाभूल केल्याचे निदर्शनास आल्यास या अधिनियमाचे कलम 24C अन्वये कार्यवाही करण्यात येईल.
- 18) प्रस्तावित इमारतीमध्ये तळ मजल्यावर स्टिल्ट (Still) प्रस्तावित केले असल्यास स्टिल्टची उंची मंजूर बांधकाम नकाशाप्रमाणे ठेवण्यात यावी व या जागेचा वापर वाहनतळासाठीच करण्यात यावा.
- 19) मंजूर विकास योजनेत विकास योजना रस्त्याने / रस्ता रुंदीकरणाने बांधित होणारे क्षेत्र 8929.06 चौ.मी. महानगरपालिकेकडे हस्तांतर केले असल्याने व ह्या हस्तांतर केलेल्या जागेच्या मोबदल्यात आपणास अतिरिक्त चटईक्षेत्राचा लाभ / मंजूरी देण्यात आली असल्याने सदरचे क्षेत्र कायमस्वरुपाची खुले, मोकळे, अतिक्रमणविरहीत ठेवण्याची जबाबदारी विकासकाची राहिल. तसेच या जागेचा सालकीहक्क इतरांकडे कॅणत्याही परिस्थितीत व केव्हाही वर्ग करता येणार नाही. तसेच या क्षेत्राच्या इतरांकडून मोबदला आपणास इतर संबंधितास व धारकास स्विकारता येणार नाही.
- 20) मंजूर रेखांकनाच्या जागेत विद्यमान इमारत तोडण्याचे प्रस्तावित केले असल्यास विद्यमान बांधकाम क्षेत्र महानगरपालिकेकडून प्रमाणीत करून घेतल्यानंतर विद्यमान इमारत तोडून नविन बांधकामास प्रारंभ करणे बंधनकारक आहे.
- 21) प्रस्तावातील इमारतीचे बांधकाम पूर्ण झाल्यानंतर नियमाप्रमाणे पूर्ण झालेल्या इमारतीस

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A.M. Khanna
M.S.K. Khanna



मिरा भाईंदर महानगरपालिका

नगररचना विभाग

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

जि. ठाणे - 401 107. दुरध्वनी : 022-28121455, • E-mail id : rb@mbmc.gov.in



जा.क्र :- मनपा/नर/ 9084/ 2023 - 2024

दिनांक : 21/03/2023

परवाना प्राप्त करून घेणे व नूतनतरच इमारतीचा वापरासाठी वापर करणे अनिवार्य आहे.

महानगरपालिकेकडून वापर परवाना न घेता इमारतीचा वापर चालू असल्याचे निदर्शनास आल्यास वास्तुविशारद, विकासक व धारक यांच्यावर व्यक्तिशः कायदेशीर कार्यवाही करण्यात येईल.

22) या मंजूरीची मुदत चार वर्षांपर्यंत राहिल. तथापि एका वर्षात काम सुरु न केल्यास एकत्रिकृत विकास प्रस्ताहन नियमावली मधील विलियम 2.71 नुसार परवानगी नूतनीकरण करण्याची जबाबदारी विकासकाची राहिल. अन्यथा सदरची मंजूरी कायदेशीररित्या आपोआप रद्द होईल.

23) सदरच्या आदेशातील अटी व शर्तीचे पालन करणेची जबाबदारी अधिकारपत्रधारक, बांधकाम पर्यवेक्षक, वास्तुविशारद, स्ट्रक्चरल अभियंता व धारक यांची राहिल.

24) सदर जागेच्या मालकीबाबत व न्यायालयात दावा प्रलंबित नसल्याबाबत आपण प्रतिज्ञापत्र दि. 26/03/2022 रोजी दिलेले आहे. याबाबत काहीही विसंगती आढळून आल्यास दिलेली परवानगी रद्द करण्यात येईल.

25) सदर जागेच्या मालकीहक्काबाबत जागेच्या हद्दीबाबत मा. न्यायालयीन दाव्याबाबत व पोहोच रस्त्याबाबत सर्वस्वी जबाबदारी विकासकाची राहणार असून त्याबाबत महानगरपालिका जबाबदार राहणार नाही. तसेच याबाबत कोणत्याही प्रकारची विसंगती आढळल्यास सदर परवानगी रद्द समजणेत येईल.

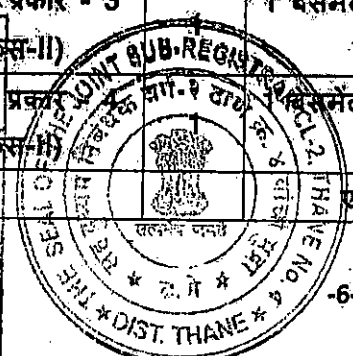
26) मिरा भाईंदर महानगरपालिकेकडील पत्र क्र. मनपा/नर/509/2022-23, दि. 18/05/2022 अन्वयेच्या मंजूर रेखांकनात फेज-11 मधील प्रस्तावित केलेल्या इमारतीचे बांधकाम खालीलप्रमाणे क्षेत्राच्या मर्यादित बांधकाम करणे बंधनकारक राहिल.

अ. क्र.	इमारतीचे नांव / प्रकार	संख्या	तळ + मजले	प्रस्तावित बांधकाम क्षेत्र (चौ.मी.)
1	इमारत प्रकार - 1 (फेज-II)	1	1 बेसमेंट + तळ + 3 पॉडिअम + 1 ते 36	15271.64
2	इमारत प्रकार - 2 (फेज-II)	1	1 बेसमेंट + तळ + 3 पॉडिअम + 1 ते 36	16303.08
3	इमारत प्रकार - 3 (फेज-II)	1	1 बेसमेंट + तळ + 3 पॉडिअम + 1 ते 36	16503.57
4	इमारत प्रकार - 4 (फेज-II)	1	1 बेसमेंट + तळ + 3 पॉडिअम + 1 ते 36	23456.51
			एकूण बांधकाम क्षेत्र	71,534.80 चौ.मी.

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A.M. Khairnar
M.S. Khairnar



मिरा भाईंदर महानगरपालिका

नगररचना विभाग

स्वामी विवेकानंद भवन आरबीकेस्कूलच्या बाजूला कनाकिया, मिरारोड (पु.)

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



जा.क्र. - मनपा/नर/ 9084/ 2023- 2024

दिनांक - 24/11/2023

- 27) यापूर्वी पत्र क्र.मिभा/मनपा/नर/2403/2021-22, दि. 09/11/2021 अन्वये फेज-11 मधील इमारत प्रकार 1 ते 4 करीता देण्यात आलेली मंजूरी रद्द करण्यात येत आहे.
- 28) जागेवर रेन वॉटर हार्वेस्टिंगची व्यवस्था करणे तसेच त्याबाबतची यंत्रणा स्वतंत्र ओव्हरटेक व प्लंबिंग लाईनसह कार्यान्वीत ठेवणे व त्याबाबत पाणीपुरवठा विभागाकडील प्रमाणपत्र सादर करणे बंधनकारक राहिल.
- 29) रखांकनातील जागेत सेप्टिक टॅकचे बांधकाम IS-2470 च्या मानकानुसार बांधणे आवश्यक राहिल.
- 30) प्रस्तावित इमारतीसाठी भोगवटा दाखल्यापूर्वी प्रती सदनिका 100 लिटर या क्षमतेची सौर उर्जा पुरवठा कार्यालय भाईंदर पाणी गरम करण्याची व्यवस्था (सोलार वॉटर हीटिंग सिस्टीम) किंवा UDCPR Regulation No. 13.2 अन्वये Roof Top Photovoltaic (RTPV) System बसवून कार्यान्वीत करणे व त्याबाबत सार्वजनिक बांधकाम विभागाकडील नाहरकत दाखला सादर करणे आपणावर बंधनकारक राहिल.
- 31) भोगवटा दाखल्यापूर्वी सदर वृक्ष प्राधिकरणाच्या सल्ल्याप्रमाणे भूखंडामध्ये प्रती 100 चौ.मी. करिता दोन झाडे साप्रमाणे तसेच आर.जी. च्या भूखंडामध्ये प्रती 100 चौ.मी. करिता पाच झाडांची लागवड करून त्याबाबत वृक्ष प्राधिकरण विभागाकडील नाहरकत दाखला सादर करणे बंधनकारक राहिल.
- 32) भोगवटा दाखल्यापूर्वी अग्निशमन विभागाकडील तात्पूरता नाहरकत दाखल्यामधील अटीशर्तीची पूर्तता करून अंतिम नाहरकत दाखला सादर करणे बंधनकारक राहिल.
- 33) विषयांकित जागेसाठी रूपांतरित कराचा भरणा करणेसह सदर जागेसाठीची सनद सादर करणे व सदर सनद मधील अटीशर्तीची व अकृषिक परवानगीच्या आदेशामधील अटीशर्तीची पूर्तता करणे आपणावर बंधनकारक राहिल.
- 34) महाराष्ट्र महानगरपालिका अधिनियम 1949 चे कलम 263 अन्वये भोगवटा दाखला घेणे आपणावर बंधनकारक राहिल.
- 35) सदरच्या जागेवर बांधकामासाठी 200 पेक्षा जास्त बांधकाम कामगार असल्यास काम करणाऱ्या बांधकाम कामगारांसाठी महाराष्ट्र इमारत व इतर बांधकाम कामगार कल्याणकारी मंडळ यांचेमार्फत राबविण्यात येणाऱ्या योजना, त्यासाठीचे अर्ज, त्यासंबंधी इतर आवश्यक माहिती तसेच पात्र बांधकाम कामगारांची नोंदणी करिता आवश्यक प्रक्रिया नोंदणी, नुतनीकरण, बांधकाम कामगारांचे बँक खाते उघडणे इत्यादी सर्व प्रकारची संबंधित कामे करणेसाठी Facilitation Centre उभारणे बंधनकारक राहिल.
- 36) इमारत पूर्ण झाल्यानंतर बांधकाम परवानगी मधील नमुद अटी व शर्तीचे पालन केल्याशिवाय बांधकाम पूर्णत्वाचे प्रमाणपत्र व भोगवटा दाखला देण्यात येणार नाही अटीची पूर्तता

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AM. Kharina
M. S. Kharina



मिरा भाईंदर महानगरपालिका

नगररचना विभाग

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

जि. ठाणे - 401 107. दूरध्वनी : 022-28121455, • E-mail id : ip@mbmc.gov.in



जा.क्र :- मनपा/नर 9084/2023-2028

दिनांक :- 29/11/2023

महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 व महाराष्ट्र महानगरपालिका अधिनियम 1949 अन्वये विकासकावर गुन्हा नोंद करून पुढील कार्यवाही करण्यात येईल.

सदर जागेमध्ये इमारतीचे बांधकाम सुरु करतांना बांधकामाच्या अनुषंगीक कामामुळे सभोवतालच्या इमारतीला / बांधकामांना / रहिवाश्यांना त्रास होणार नाही किंवा जिवीत वा वित्त हानी होणार नाही याची खबरदारी घेणेची सर्वस्वी जबाबदारी विकासक / वास्तुविशारद, स्ट्रक्चरल इंजिनियर / साईट सुपरव्हाइजर यांची राहणार असून त्यासाठी महानगरपालिका जबाबदार राहणार नाही.

38) सदर गृहसकुलातील रहिवाश्यांसाठी आवश्यक क्षमतेचा जैविक खत निर्माती प्रकल्प उभारून कार्यान्वीत करणे आपणावर बंधनकारक राहिल.

39) रेषांकनातील प्रस्तावित वाहनतळांमध्ये इलेक्ट्रिक वाहनांकरीता मान्यताप्राप्त संस्थेकडून इलेक्ट्रिक चार्जिंग पॉइंट लावणे व त्याबाबतचा दाखला इमारतीच्या भोगवटा दाखल्यापूर्वी सादर करणे प्रस्तावाचे विकासक यांचेवर बंधनकारक राहिल.

40) शासनास हस्तांतरित करावयाच्या सदरनिका शासनास हस्तांतरित करून त्याबाबतच्या नाहरकत दाखल्यासह शासनाच्या इतर विभागाकडील आवश्यक नाहरकत दाखले / परवानग्या प्राप्त करून घेणेची सर्वस्वी जबाबदारी विकासक व वास्तुविशारद यांची राहिल.

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

42) सदर जागेबाबत शासन निर्देशाप्रमाणे आवश्यक असणा-या परवानग्या / नाहरकत दाखले प्राप्त करून घेणेची जबाबदारी विकासकाची राहिल.

43) मोकळ्या जागेच्या कराचा भरणा प्रत्येक वर्षाच्या आर्थिक वर्षामध्ये भोगवटा दाखला प्राप्त दिनांकापर्यंत भरणा करणे आपणावर बंधनकारक राहिल. कराचा भरणा न केल्यास आपणावर पुढील कायदेशीर कार्यवाही करण्यात येईल.

44) बांधकाम परवानगी प्राप्त झाल्यापासून पुढील 180 दिवसांत प्रस्तावातील मौजे-महाजनवाडी, सं.क्र. 12(260)/2पे., या जागेवरील बांधीत भूखंडाचा उप-अधीक्षक, भूमी अभिलेख, ठाणे यांचेकडील पोटहिस्सा मोजणी नकाशा सादर करणे, व त्यानुसार आवश्यकतेनुसार मंजूर नकाशात दुरुस्ती करणे, विकासक व वास्तुविशारद यांचेवर बंधनकारक राहिल.

भोगवटा दाखल्यापूर्वी प्रमाणित सदर जागेमध्ये आवश्यक क्षमतेचा सांडपाणी प्रक्रिया व पुर्नवापरासाठीचा प्रकल्प उभारून कार्यान्वीत करणे बंधनकारक राहिल.

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A.M. Khairnar
M.S. Khairnar



मिरा भाईंदर महानगरपालिका

नगररचना विभाग

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

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



जा.क्र. - मनपा/नर/ 9084 / 2023 - 2028

दिनांक :- 24/11/2023

- 46) अविश्यात मिरा भाईंदर महानगरपालिका प्रारूप सुधारीत विकास योजना अंतिम झाल्यानंतर त्यानुसार कार्यवाही करणे प्रस्तावाचे विकासक व वास्तुविशारद यांचेवर बंधनकारक राहिल.
- 47) MMRDA प्राधिकरणाकडील दि.13/04/2023 रोजीच्या पत्रानुसार किंवा इतर शासन आदेशानुसार 100% अतिरिक्त विकास आकाराचा भरणा करणे विकासकावर बंधनकारक राहिल.
- 48) प्रस्तावित जागेतील बांधकाम सुरु केल्यापासून ते बांधकाम पूर्ण होईपर्यंतच्या कालावधीमध्ये सुरक्षिततेच्या दृष्टीने बांधकाम क्षेत्र तळापासून ते बांधकामाच्या उंचीपर्यंत ग्रीन नेट (Green Net) ने झाकणे अत्यावश्यक व बंधनकारक आहे, यामध्ये काही कसूर झाल्यास संबंधित विकासक/ वास्तुविशारद/सल्लागार अभियंता यांचेवर नियमानुसार कारवाई करण्यात येईल.
- 49) प्रस्तावित इमारतीसाठी सार्वजनिक बांधकाम विभागाने निश्चित केलेल्या बंचमार्क क्र.30(TBM) RL-16.649 मी., आरक्षण क्र. 370, संघवी इको सिटी, महाजनवाडी, मिरारोड - 401 107. नुसार इमारतीची Plinth Level ठेवणे विकासक / वास्तुविशारद / सल्लागार अभियंता यांचेवर बंधनकारक राहिल.

जा.क्र. मनपा/नर/ 9084 / 2023 - 28

दिनांक :- 24/11/2023



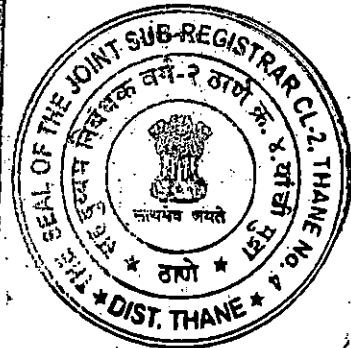
(दिनेश घेवारे)

प. सहायक संचालक, नगररचना
मिरा भाईंदर महानगरपालिका

प्रत माहितीस्तव व प्रदील कार्यवाहीस्तव :-

- 1) विभाग प्रमुख,
अतिक्रमण तथा अनाधिकृत बांधकाम निर्मूलन विभाग,
मिरा भाईंदर महानगरपालिका.
- 2) कर निर्धारक व संकलक अधिकारी,
कर विभाग,
मिरा भाईंदर महानगरपालिका.

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M.S. Kharwar

ANNEXURE - D



HJ/AK/SC/625/2022

REPORT ON TITLE

To,
MahaRERA,
Housefin Bhavan, Plot No. C-21,
E Block, Bandra Kurla Complex,
Bandra (East), Mumbai 400 051.

Dear Sir,

Re: Property being all that piece and parcel of non-agricultural land admeasuring 10509 sq. mts., or thereabouts ("said Property") out of larger land admeasuring 40500 sq. mts., or thereabouts bearing old Survey No. 260 (part), New Survey No. 12, Hissa No. 2, situated at Village Mahajanwadi, Taluka and District Thane ("said Larger Property") within the jurisdiction of Mira Bhayandar Municipal Corporation and bounded as follows:

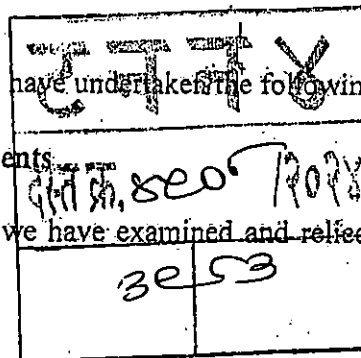
On or towards the East	:	By balance portion of Old Survey No. 260 (part) Village Mahajanwadi;
On or towards the West	:	By Singapore International School;
On or towards the North	:	By Old S. No. 92 Village Mahajanwadi; and
On or towards the South	:	By DB (Orchid) Ozone Project.

1. Man Vastucon LLP, a limited liability partnership firm, registered under the provisions of the Limited Liability Partnership Act, 2008 and having its office at 12th Floor, Krushal Commercial Complex, G M Road, Chembur (West), Mumbai - 400089 ("our Client") has requested us to investigate the title of Lion Pencils Limited (CIN: U99999MH1951PTC008449), a company incorporated under the Indian Companies Act, 1913, having their registered office at Andrew Nagar, Post Mira, District Thane - 401107 ("Lion Pencils") to the said Property.

2. For the purpose of issuing this report, we have undertaken the following steps:

2.1. Examination and Inspection of Documents.

For the purposes of issuing this report, we have examined and relied on the



Page 1 of 9

A.M. Khanna
M.S. Khanna

PARINAM LAW ASSOCIATES

photocopies of all documents provided to us by our Client as more particularly mentioned in Annexure A hereto.

Our observations are limited to the extent of such documents, papers and information provided to us.

2.2. Search

2.2.1. At the Office of Sub-registrar of Assurances:

We have caused to conduct a search with the Office of the Sub-Registrar of Assurances at (i) Mumbai from 1978 to 2022 (44 years) and (ii) Thane from 1978 to 2022 (44 years), in respect of the said Property, through Mr. Chandrashekhar Athalye, Advocate.

2.2.2. Litigation Search:

- (a) We have been informed by the Client that, one Cubic Tree Technology Solutions Pvt. Ltd., had conducted litigation search and issued its Search Report dated 8th March 2018. We have further been informed that Cubic Tree Technology Solutions Pvt. Ltd., in its search report had observed that there are no cases filed or pending at the Courts (as mentioned therein) in the records of Register of Companies maintained on the website of Ministry of Corporate Affairs.
- (b) We have carried out a litigation risk assessment, by means of searches on the online portals of the Hon'ble High Court, Bombay and other lower court/s and adjudicatory fora, in respect of any litigation which may be conducted affecting the said Property for the period 2018 to 2022. Upon a perusal of the litigations on these portals, we observe that save and except a Contempt Petition no. CP/52/2020, filed by Tradewell Constructions against Lion Pencils (which presently is at Admission stage) there are no litigations filed/pending in respect against the said Property. We have been informed that this litigation does not in any manner affect the said Property and/or the Client's right and authority to develop the said Property.

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2.3. Public Notice

We have been informed by the Client that a public notice was issued by ALMT Legal, Advocates & Solicitors, on 5th February 2018, in Navshakti (a Marathi daily) and Free Press Journal (an English daily), for investigating the right, title and interest of Lion Pencils to the said Property and that no claims/objections, were then received. We have further been informed, that while a public notice was issued, no title report was issued by ALMT Legal.

A.M. Kholhat
M.S. Chaturvedi

PARINAM LAW ASSOCIATES

We have not issued any public notice, inviting claims/objections, to the title of Lion Pencils to the said Property or authority of our Client, to develop the same from 2018 onwards till the date hereof.

3. Change in name of Lion Pencils:

From the records available on the website of the Ministry of Corporate Affairs ("ROC"), it is observed that originally a private limited company named as "Lion Pencils Private Limited", was formed and registered on 3rd April 1951. Further, from the Articles of Association as available on the records of the ROC, it appears that in terms of provisions of Section 43A1(a) of the Companies Act, the name has been changed to "Lion Pencils Limited". We however, have not come across Certificate of incorporation pursuant to change of name, issued in this regard. We further observe that the column for "class of company" records Lion Pencils to be a private limited company.

4. Flow of Title:

On perusal of the documents referred to in Annexure A, it appears that:

- 4.1. Vide Mutation Entry No. 810 dated 24th August 1964, name of Lion Pencils then known as "Lions Pencils Private Limited", was incorporated in the revenue records i.e. 7/12 extracts of the said Larger Property. The said mutation entry makes reference of an Order No. LMD-WS 3024 dated 22nd August 1964. We have been provided with copy of the Letter bearing No. Revenue/K-1/T-2/ Land Related/KV- 7575/2017 dated 15th April 2017 (in Marathi language) issued by the Tehsildar's office, Thane, which states that a certified copy of the Order bearing No. referred to in Mutation Entry No. 810, is not available. We have been provided with copy of Mutation Entry No. 810 and have relied upon the contents thereof.
- 4.2. Thereafter, vide Mutation Entry No. 1435 dated 8th February 1989, the name of "The Estate Investment Company Limited" was recorded in the Other Rights column of the 7/12 extracts of the said Larger Property, as the yearly lessee. However, Estate Investments Company Limited has addressed a letter dated 11 January 2017 to the Tehsildar, Thane informing that their name has erroneously been recorded in the other rights column of the 7/12 extract of inter-alia the said Property and that the same should be deleted.
- 4.3. Mutation Entry No. 810 dated 24th August 1964 records the said Larger Property to fall in Village Mira, however, the same was subsequently divided into 3 (three) villages viz. Mire, Penkapada and Mahajanwadi and that the said Larger Property bearing Survey No. 260 (part) now forms part of village Mahajanwadi.

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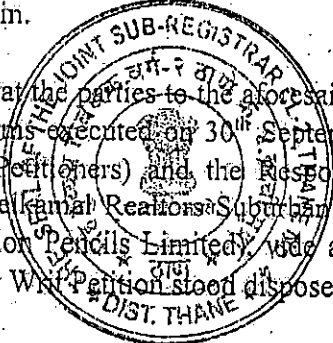


A.M. Khairnar
M.S. Khairnar

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- 4.4. By and under an Indenture of Lease dated 30th June 2006 registered under Serial No. TMM/10/5310/0/2006 ("Tradewell Lease"), executed by and between Lion Pencils (as the Lessor therein) and Tradewell Construction Corporation Private Limited (as the Lessee therein and for the sake of easy reference hereinafter referred to as "Tradewell"), leasehold rights in respect of an area admeasuring about 8 acres equivalent to 38,720 sq. yds. (equivalent to 32375 sq. mtrs.) alongwith the unconsumed FSI to the extent of about 2,50,000 sq. ft. ("Leased Property") out of the said Larger Property, were granted unto Tradewell, for a period of 99 years, commencing on and from 1st January 2006, renewable for further term of 99 (Ninety Nine) years, for the lease rent and on the terms and conditions therein recorded.
- 4.5. Vide an Order bearing No. Revenue/Class-1/T-1 NP/SR-98/08 dated 8th May 2008 ("N. A. Order") passed by the Collector, Thane, user of the said Larger Property was converted from agriculture to non-agriculture for commercial purposes and accordingly, the said Larger Property was allotted New Survey No. 12/2 admeasuring 40500 sq. mtrs., and effect to such change of user was given in the revenue records vide Mutation Entry No. 318 dated 3rd August 2012. Thus, now reference to the term "said Larger Property" shall mean reference to non-agricultural land bearing Old Survey No. 260 (part), New Survey No. 12/2, admeasuring 40500 sq. mtrs., of Village Mahajanwadi, Taluka and District Thane.
- 4.6. In the interim, disputes and differences arose between Lion Pencils and Tradewell, as regards the Tradewell Lease and accordingly, Writ Petition No. 6444 of 2014, was filed in the Hon'ble High Court at Bombay (Civil Appellate Jurisdiction) by Tradewell inter alia against Lion Pencils, praying for reliefs sought therein.

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It appears that the parties to the aforesaid suit arrived at a settlement and thus, Consent Terms executed on 30th September 2015 by and between Tradewell (Being the Petitioners) and the Respondent Nos. 2 to 4 i.e. Lion Pencils Limited, Neelkamal Realtors Suburban Private Limited and Mr. Kiran Patel (Director, Lion Pencils Limited) vide an Order dated 30th September, 2015, the aforesaid Writ Petition stood disposed off.

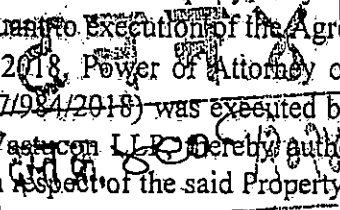
- 4.8. As per the Consent Terms, Tradewell agreed, declared and confirmed and undertook to handover unto Mira Bhayander Municipal Corporation (Respondent No. 1 therein- "MBMC") or to Lion Pencils Limited (Respondent No. 2 therein) an area admeasuring about 4598 sq. mtrs. out of the Leased Property. Accordingly pursuant to execution of the consent terms, the area of Leased Property stood reduced to an area admeasuring about 27,777 sq. mtrs., ("Revised Leased Property") with existing structures and Tradewell was entitled to construct further 30,000 sq. ft. of Built-up area/FSI and future FSI. The Hon'ble Court has observed that MBMC i.e. Respondent

A.M. Khairnar
M.S. Khairnar

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No. 1 is not a party to the consent terms and therefore, the consent terms and the order passed in terms of the consent terms will not bind MBMC i.e. Respondent No. 1. Effect to the Consent Terms was given in the revenue records vide Mutation Entry No. 394 dated 18th February 2016 passed in this regard and in terms thereof, name of Tradewell i.e. "Tradewell Construction Corporation Private Limited", has been updated in the Other Rights Column of the 7/12 extracts of property bearing Old Survey No. 260 (part), New Survey No. 12/2.

- 4.9. As per the sanctioned layout plan, issued by the MBMC, on 31st December 2010, out of the said Larger Property (save and except the Revised Leased Property), an area admeasuring about 5910.42 sq. mtrs. or thereabouts and another admeasuring about 4598.60 sq. mtrs., or thereabouts, admeasuring in the aggregate 10509 sq. Mtrs., were demarcated to be reserved for Amenity Open Space on account of conversion of user from Industrial to Residential/Commercial (for the sake of brevity hereinafter referred to as "the AOS Land/said Property") and accordingly Lion Pencils were required to handover the AOS Land to MBMC.
- 4.10. Pursuant to letter bearing No. MNP/NR/439/2015-16 dated 30th April 2015, issued by the MBMC, the AOS Land/said Property, was amalgamated with adjoining land bearing Survey No. 92 of Village Mahajanwadi, Taluka and District Thane and accordingly, the amenities earlier reserved on the AOS Land/said Property, have been relocated on a demarcated portion of the adjoining property bearing Survey No. 92 of Village Mahajanwadi, Taluka and District Thane, as approved under the amalgamation plan dated 30th April 2015. Pursuant thereto, Amalgamation Plan of 2015 was prepared and sanctioned by MBMC wherein the AOS Land / said Property has been delineated. Therefore, there were no reservations on the AOS Land/said Property.
- 4.11. By and under an Agreement for Joint Development dated 19th January 2018 registered under Serial No. TNN-7/982/2018 entered into between Lion Pencils Limited (therein also referred to as "Lion Pencils") and Our Client (therein referred to as "Man Vastucon") and Go in Hotels & Realty Private Limited (therein referred to as "Goan Hotels") and Eversmile Construction Company Private Limited (therein referred to as "ECC") and Horizontal Realty and Aviation Pvt. Ltd. (therein referred to as "Horizontal"), Lion Pencils agreed to grant unto our Client i.e. Man Vastucon LLP, irrevocable and exclusive development rights in respect of the said Property, subject to the terms and conditions therein recorded. Pursuant to Execution of the Agreement for Joint Development dated 19th January 2018, Power of Attorney of even date (and registered under serial No. TNN-7/984/2018) was executed by Lion Pencils in favour of Our Client i.e. Man Vastucon LLP. Thereby authorising Our Client to do all acts, deeds and things in respect of the said Property in the


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PARINAM LAW ASSOCIATES

8.3. On a perusal of the latest 7/12 extract for land bearing old Survey No. 260(part), New Survey No. 12, Hissa No. 2, we observe that 7/12 extract for the period of 2018 to 2019 in respect of the Land we note that only the name of Lion Pencil is recorded as the holder of the said Property and further the tenure of the Land is recorded as "Class I Occupancy".

9. Inspection of documents:

We have only perused photocopies of the documents as listed in Annexure A and procured photocopies thereof. Save and except the documents referred to in Annexure A, we have not perused any other documents in respect of the said Property.

10. Conclusion:

Subject to our observations as stated above, we are of the view that our Client- Man Vastucon LLP (in terms of the registered Agreement for Joint Development and registered Power of Attorney, both dated 19th January 2018) is entitled to develop the said Property, owned by Lion Pencils.

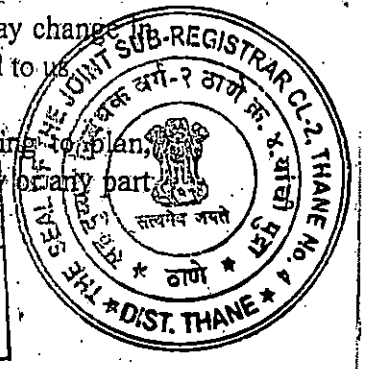
11. Disclaimers

11.1. This Report is addressed to and is for the sole benefit of our Client. Accordingly, this Report shall not be used for any other purpose and shall not be disclosed, furnished, quoted or relied upon by any person other than our Client for any purpose, without our prior written consent. It may however be disclosed or furnished by Our Client as may be required in connection with any transaction or legal process or in relation to an inquiry or demand by any Indian governmental or regulatory authority.

11.2. This Report is issued solely based on the documents provided to us as mentioned in the Annexure A. Our observations are therefore limited to the extent of such documents, papers and information. We take no responsibility for the authenticity of any of the documents furnished to us. Further, we take no responsibility for any information, declaration or undertakings that may be contained in such documents and papers, that have not been provided to us for the purpose of issuing this Report or such information, particulars or details that may not have been disclosed to us. Our opinion and views may change in case any other / further documents and information is provided to us.

11.3. We are not authorized or qualified to express an opinion relating to plan, permissions approval or development potential of the said Property or any part thereof.

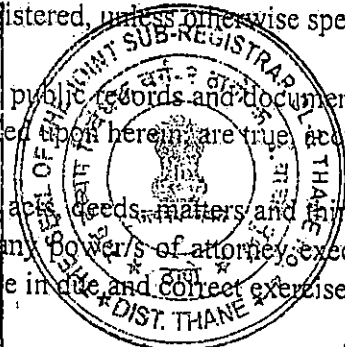
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PARINAM LAW ASSOCIATES

- 11.4. We have not caused to be taken any physical inspection of the said Property. Any reference to the admeasurement of any piece or parcel of land in this Report is hence based upon the papers made available to us.
- 11.5. In no circumstances shall the liability, if any, of Messrs. Parinam Law Associates, its partners, associates or employees related to the services provided in connection with the preparation of this Report exceed the professional fees paid by our Client, in that behalf.
- 11.6. We have whilst issuing this Report, assumed the following:
- (a) That any statement in the documents, authorization or any certificates or confirmations relied upon by us for issuance of this Report are correct and otherwise genuine;
 - (b) The legal capacity of all natural persons, genuineness of all signatures, authenticity of all documents submitted to us as certified or photocopy;
 - (c) That the copies provided to us are accurate copies of originals;
 - (d) Each document binds the parties intended to be bound thereby;
 - (e) The accuracy and completeness of all the factual representations made in the documents;
 - (f) That there have been no amendments or changes to the documents examined by us;
 - (g) All prior documents of title have been adequately stamped and registered, unless otherwise specified in the Report;



- (h) All public records and documents and the entries therein, referred to or relied upon herein, are true, accurate and validly made;
- (i) All acts, deeds, matters and things done by any person/s in furtherance of any power/s of attorney, executed in their favour have been validly done in due and correct exercise of such powers;
- (j) The lineage of any individuals referred to in the devolution of title in this report is based on information provided to us by the Owner and we have assumed the same to be true and accurate; &
- (k) All sanctions and permissions referred to or relied upon herein have been validly obtained and have not been cancelled or revoked.

A.M. Khanna
M.S. Khanna

PARINAM LAW ASSOCIATES

Dated this 12th day of July 2022.

Amyal Khatwal

Parinam Law Associates
Partner

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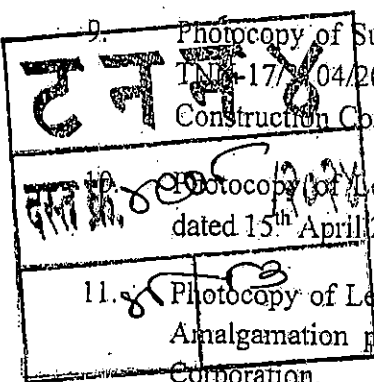


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PARINAM LAW ASSOCIATES

ANNEXURE "A"

1. Certified copy of Mutation Entry No. 810 dated 24th August 1964, Mutation Entry No. 1435 dated 8th February 1989, Mutation Entry No. 810 dated 24th August 1964, Mutation Entry No. 394 dated 18th February 2016.
2. Photocopy of 7/12 extracts issued for Survey No. 12, Hissa No. 2 of Village Mahajanwadi issued for the period 2018-2022.
3. Photocopy of Indenture of Lease dated 30th June 2006 registered under serial No. TMM-10/5310/2006, executed by and between Lion Pencils Private Limited (as "the Lessor") and Tradewell Construction Corporation Private Limited (as "the Lessee").
4. Photocopy of Letter dated 13th April 2007 (in Marathi language) addressed by Mr. Sachin Desai to the Tehsildar, Thane-requesting for certified copy of Order No. LND-WS 3024 dated 22nd August 1964, referred to in Mutation Entry No. 810
5. Photocopy of Order bearing No. Revenue/Class-1/T-1 NP/SR-98/08 dated 8th May 2008 passed by the Collector, Thane, regards change of user of property bearing Old Survey No. 260(part).
6. Photocopy of Letter dated 11th January 2010 addressed by The Estate Investment Co. Private Ltd., addressed to the Tahsildar, Thane.
7. Photocopy of the Layout Plan dated 31st December 2010 as approved by the Mira-Bhayander Municipal Corporation.
8. Papers and proceedings of Writ.Petition No. 6444 of 2014 filed in the Hon'ble High Court at Bombay (Civil Appellate Jurisdiction) by Tradewell Construction Corporation Private Limited inter alia against Lion Pencils Limited.
9. Photocopy of Surrender of Land dated 15th April 2014 registered under Serial No. TN-17/04/2014 executed between Lion Pencils Limited and Tradewell Construction Corporation Private Limited.
10. Photocopy of Letter bearing No. Revenue K-1/T-2/ Land Related/KV- 7575/2017 dated 15th April 2017 (in Marathi language) issued by the Tehsildar's office, Thane.
11. Photocopy of Letter bearing No. MNP/MR/439/2015-16 dated 30th April 2015 and Amalgamation plan dated 30th April 2015 issued by Mira Bhayandar Municipal Corporation.
12. Photocopy of Consent Terms dated 30th September 2015 filed in Writ Petition No. 6444 of 2014 filed in the Hon'ble High Court at Bombay (Civil Appellate Jurisdiction) by Tradewell Construction Corporation Private Limited inter alia against Lion Pencils Limited.



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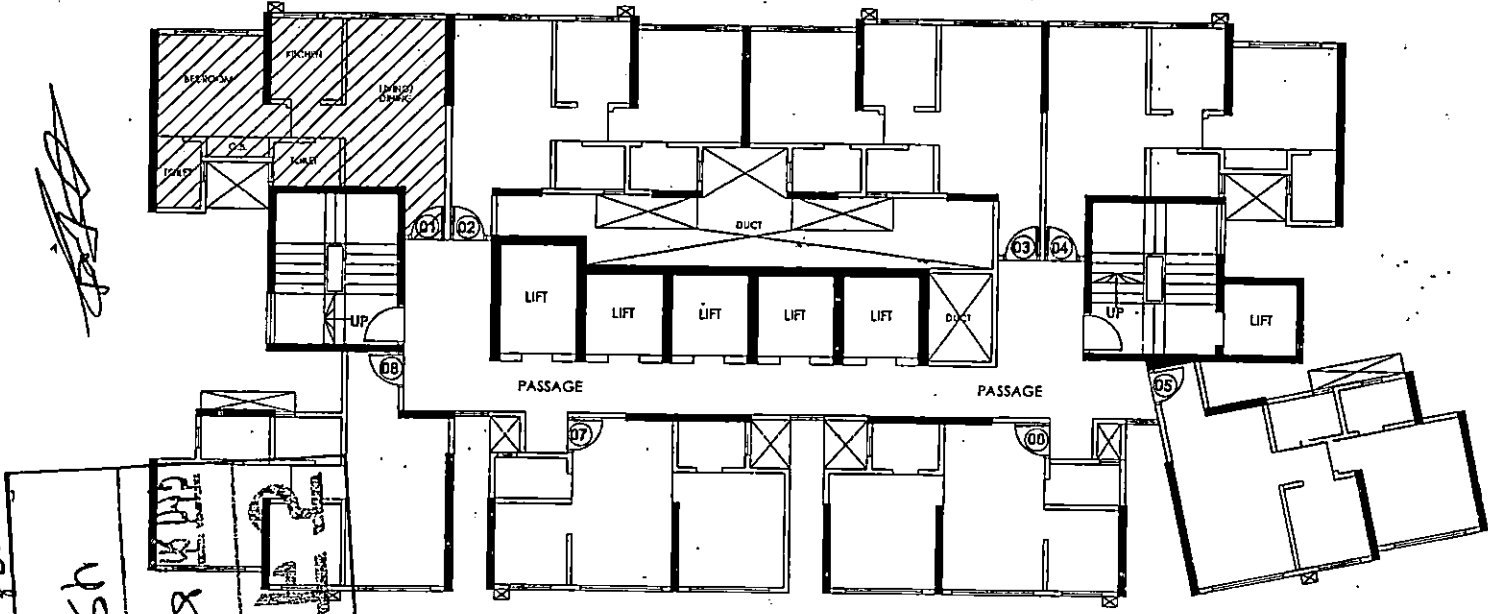
PARINAM LAW ASSOCIATES

- 13. Photocopy of Order dated 30th September 2015 passed in Writ Petition No. 6444 of 2014 filed in the Hon'ble High Court at Bombay (Civil Appellate Jurisdiction) by Tradewell Construction Corporation Private Limited *inter alia* against Lion Pencils Limited.
- 14. Photocopy of Agreement for Joint Development dated 19th January, 2018 registered under Serial No. TNN-7/982/2018 entered into between Lion Pencils Limited (therein referred to as "Lion Pencils") and Man Vastucon LLP (therein referred to as "Man Vastucon") and Goan Hotels & Realty Private Limited (therein referred to as "Goan Hotels") and Eversmile Construction Company Private Limited (therein referred to as "ECC") and Horizontal Realty and Aviation Pvt. Ltd. (therein referred to as "Horizontal").
- 15. Photocopy of Power of Attorney dated 19th January 2018 registered under Serial No. TNN-7/984/2018, executed by Lion Pencils Limited in favour of Man Vastucon LLP.
- 16. Photocopy of Articles of Association and Memorandum of Association of Lion Pencils Limited.

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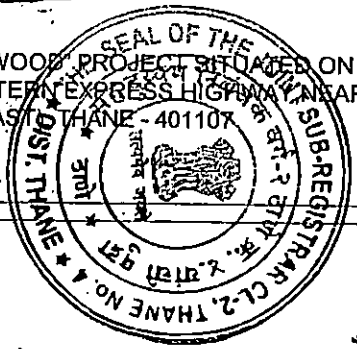
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TOWER 3 - CLOVE FLOOR NO. - 17 FLAT NO. - 1701

FLOOR PLAN

PROPOSED "AARADHYA PARKWOOD" PROJECT SITUATED ON LAND BEARING OLD SURVEY NO.260 (PART), NEW SURVEY NO.12, HISSA NO.2, LOCATED AT WESTERN EXPRESS HIGHWAY NEAR SINGAPORE INTERNATIONAL SCHOOL, MAHAJANWADI, MIRA ROAD (EAST) THANE - 401107

RERA C.A. - 41.99 M²



IDBI Trusteeship Services Ltd.

CIN : U65991MH2001GOI131154

No. 62273-8/ITSL/OPR/2023-24

Date: 06.03.2024

ANNEXURE 'G'



To,
Man Vastucon LLP
12th Floor, Krushal Commercial Complex,
GM Road, Chembur West,
Mumbai, Maharashtra - 400089

Dear Sir/ Ma'am,

Ref: No Objection for sale of Flat at 'AARADHYA PARKWOOD', Next to Dahisar check Naka, Mira Road East, Thane- 401107.

This is to confirm that the aforesaid premises are currently mortgaged to IDBI Trusteeship Services Limited ("ITSL") (the "Trustee"), Universal Insurance Building, Ground Floor, Sir P M Road, Fort, Mumbai - 400 001, vide:

1. Security Trustee Agreement dated April 11, 2023, executed by and amongst ITSL, IndusInd Bank and Man Vastucon LLP (the "Company")
2. Deed of Mortgage cum charge dated April 11, 2023, executed by and amongst ITSL and Company.

Your Company has requested a No Objection Certificate to enable sale of unit to the purchaser/s ("Purchaser/s") detailed hereto. We state that on the basis of email approval received from the Lender i.e. IndusInd Bank Limited dated 06.03.2024 we have No Objection of Sale of the said Unit(s) to the Purchaser/s as detailed in Annexure I.

We state that, consent is hereby accorded for sale of the said Unit/s to the Purchaser/s subject to the following conditions:

- i. This consent hereby granted is restricted to the said Unit described above in the project AARADHYA PARKWOOD of the Company, being constructed Next to Dahisar check Naka, Dahisar East, Mumbai-401107; in order to enable sale of the said Unit to the Purchaser/s. Notwithstanding anything contained hereinabove, the consent hereby granted shall not authorize the Company to sell any other unit in the said project without applying to Trustee for a fresh consent letter.
- ii. The consent hereby granted is subject to the Purchaser/s depositing all the moneys payable as consideration for purchase of the said Units in AARADHYA PARKWOOD bearing Account No MVLLP - APW 1 - Collection A/c 256015200002 held with IndusInd Bank, Mumbai, IFSC: INDB0000152 If the Purchaser/s fail to deposit such monies/ sales proceeds in the said Account, the NOC shall automatically stand revoked/ cancelled.
- iii. In the event the sale to the Purchaser/s is cancelled for any reason, the consent above accorded shall automatically stand revoked forthwith and your Company shall have to apply for a fresh consent in relation to sale of the said Unit to any other person.
- iv. Please note that the Trustee shall continue to hold mortgage and charge on behalf of Lender, over the Project, underlying land and other properties except for the aforesaid Units (i.e. after receipt of the entire sale consideration in the aforesaid Account) till such time the facilities availed by the Company are fully repaid.
- v. This certificate is being given without any prejudice or liabilities of any nature on part of the Trustee/ Lender/ or its officer.
- vi. Our mortgage and charge on all other properties shall continue in full force and effect.
- vii. The Purchaser may also reconfirm the authenticity of this NOC with our Company's representative, Munjal Dhanani on email munjald@idbitrustee.com

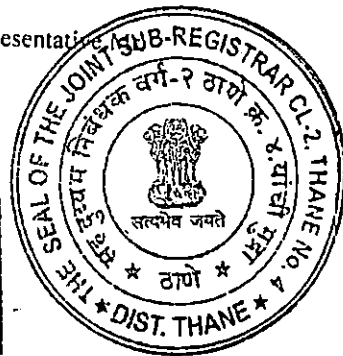
Yours faithfully,
For IDBI Trusteeship Services Limited

Merchant

(Authorised Signatory)



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०६/०३/२०२४	
५२	३



Regd. Office : Universal Insurance Building, Ground Floor, Sir P. M. Road, Fort, Mumbai - 400 001.
Tel. : 022-4080 7000 • Fax : 022-6631 1776 • Email : itsl@idbitrustee.com • response@idbitrustee.com
Website : www.idbitrustee.com

A.M. Khullai
M.S. Kharman

76/20730.

पावती

Original/Duplicate

Thursday, December 15, 2022

नोंदणी क्र.: 39म

1:21 PM

Regn.:39M

पावती क्र.: 23604 दिनांक: 15/12/2022

गावाचे नाव: महाजनवाडी

दस्तावेजाचा अनुक्रमांक: टनन4-20730-2022

दस्तावेजाचा प्रकार: पॉवर ऑफ अॅटर्नी

सादर करणाऱ्याचे नाव: मन वास्तुकॉन एल.एल.पी. चे डेजिगनेटेड पार्टनर श्री. मनन पी. शाह

नोंदणी फी

रु. 100.00

दस्त-हाताळणी फी

रु. 400.00

पृष्ठांची संख्या: 20

एकूण:

रु. 500.00

वापणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

1:37 PM ह्यावेळेस मिळेल.

Joint Sub Registrar, Thane 4

वाजार मुल्य: रु.0/-

मोबदला रु.1/-

मरलेले मुद्रांक शुल्क : रु. 500/-

सह. दुय्यम निबंधक कार्यालय - २

ठाणे. क्र. ४

1) देयकाचा प्रकार: DHC रकम: रु.400/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1412202239543 दिनांक: 15/12/2022

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: रु.100/-

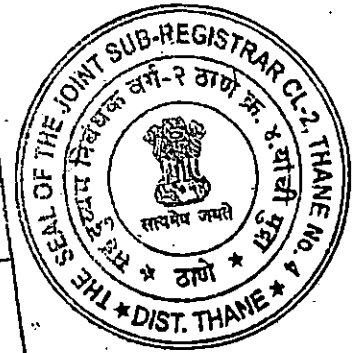
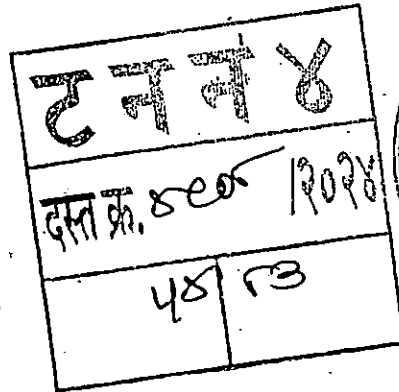
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH012145886202223E दिनांक: 15/12/2022

बँकेचे नाव व पत्ता:

मन वास्तुकॉन एल.एल.पी.

knsj6Z5

12/15/2022



A.M. Khairnar
M.S. Khairnar



CHALLAN
MTR Form Number-6



GRN	MH012145866202223E	BARCODE	Date		14/12/2022-14:18:59	Form ID	48(f)
Department				Inspector General Of Registration			
Type of Payment				Registration Fee			
Stamp Duty				TAX ID / TAN (If Any)			
PAN No.(If Applicable)				ACRFS8663E			
Office Name				THN4_THANE NO 4 JOINT SUB REGISTRA			
Location				THANE			
Year				2022-2023 One Time			
Account Head Details				Amount In Rs.			
0030046401 Stamp Duty				500.00			
0030063301 Registration Fee				100.00			
Flat/Block No.				OLD SURVEY NO.260 (PART), NEW SURVEY			
Premises/Building				NO.12, HISSA NO.2-AARADHYA PARKWOOD			
Road/Street				NEAR SINGAPORE INTERNATIONAL SCHOOL/ OFF. WESTERN EXPRESS HIG-WAY			
Area/Locality				MIRA ROAD (EAST), THANE			
Town/City/District							
PIN				4 0 1 1 0 7			
Remarks (If Any)				PAN2-AICR PartyName=CHIRAG MEHTA AND KISHOR EGAJRE AND RAVINDRA F GAJRE-			
Total				600.00			
Payment Details				IDBI BANK			
Cheque/DD Details				FOR USE IN RECEIVING BANK			
Cheque/DD No.				Bank CIN			
Name of Bank				Ref. No.			
Name of Branch				Bank Date			
				RBI Date			
				Bank-Branch			
				Scroll No. , Date			

टन नं ४
दस्त क्र. ४००/२०२४
१२०



टन नं ४
दस्त क्र. ४००/२०२४
४४/०३



Handwritten signatures and initials: A. M. Khatwal, M. S. Khatwal, Chirag Mehta, Ravindra F. Gajre, etc.

Department ID: 7666776347
NOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
नोंदणी केवल केवल दस्त क्र. ४००/२०२४ नोंदणी केवल केवल दस्तांसाठी लागू आहे. नोंदणी न करायच्या दस्तांसाठी सदर चलन लागू

A.M.Khatwal
M.S.Khatwal



CHALLAN
MTR Form Number-6



GRN	MH012145866202223E	BARCODE	Date 14/12/2022-14:18:59		Form ID	48(f)	
Department Inspector General Of Registration.				Payer Details			
Stamp Duty				TAX ID / TAN (If Any)			
Type of Payment Registration Fee				PAN No.(If Applicable)		ACRFS8663E	
Office Name THN4_THANE NO 4 JOINT SUB REGISTRA				Full Name		MAN VASTUCON,LLP	
Location THANE				Flat/Block No.		OLD SURVEY NO.260 (PART), NEW SURVEY	
Year 2022-2023 One Time				Premises/Bulding		NO.12, HISSA NO.2-AARADHYA PARKWOOD	
Account Head Details			Amount In Rs.	Road/Street		NEAR SINGAPORE INTERNATIONAL SCHOOL/ OFF. WESTERN EXPRESS HIGHWAY	
0030046401 Stamp Duty			500.00	Area/Locality		MIRA ROAD (EAST), THANE	
0030063301 Registration Fee			100.00	Town/City/District			
				PIN		4 0 1 1 0 7	
				Remarks (If Any)			
				PAN2=AICPM4584F~SecondPartyName=CHIRAG MEHTA AND KISHOR F GAJRE AND YASH K GAJRE AND RAVINDRA F GAJRE-			
				Amount In	Six Hundred Rupees Only		
				Words	600.00		
Payment Details IDBI BANK				FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN	Ref. No.	69103332022121416498 2782216496	
Cheque/DD No.				Bank Date	RBI Date	14/12/2022-14:22:05 Not Verified with RBI	
Name of Bank				Bank-Branch		IDBI 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. Not valid for unregistered documents.
 चालन केवल दृश्यम निबंधक कार्यालयत नोंदणी करणें च्या दस्तोखादी लागू आहे. नोंदणी न करणें च्या दस्तोखादी लागू नाही.

दस्तावेज
दस्त क्र. 20030/2022
220

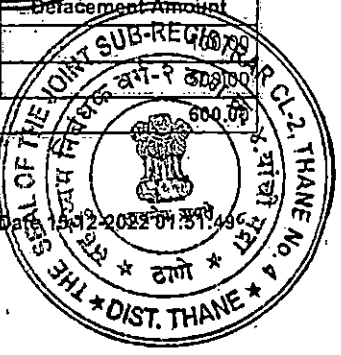


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Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-76-20730	0006044248202223	14/12/2022-13:21:10	IGR116	600.00
2	(IS)-76-20730	0006044248202223	15/12/2022-13:21:10	IGR116	600.00
Total Defacement Amount					1200.00

14/12/2022-13:51:49
453



A.M. Khairnar
M.S. Khairnar

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दस्त क्र. २०७३०/२०२२	
3	२०

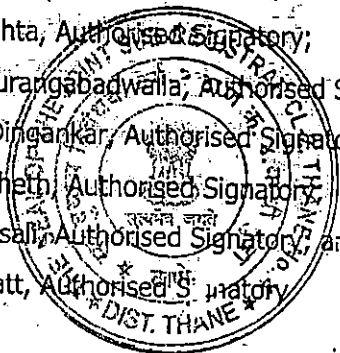


POWER OF ATTORNEY



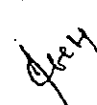

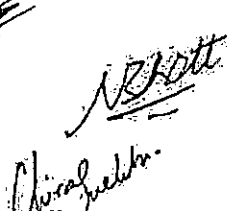



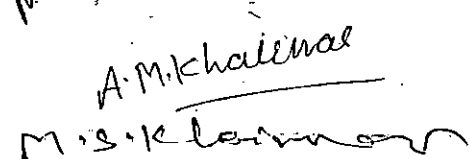
TO ALL TO WHOM THESE PRESENTS SHALL COME, WE:

1. Manan P. Shah, Designated Partner;
2. Adhok M. Mehta, Authorised Signatory;
3. Sameer S. Aurangabadwala, Authorised Signatory;
4. Durgesh S. Dingankar, Authorised Signatory;
5. Mukesh M. Sheth, Authorised Signatory;
6. Amit P. Bharsali, Authorised Signatory; and
7. Nikunj V. Bhatt, Authorised Signatory.

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दस्त क्र. ०८०५/२०२२	
५५	१३



the Authorised Signatories of **Man Vastucon LLP** ("said LLP"), a Limited Liability Partnership, registered under provisions of the Limited Liability Partnership Act, 2008 and having its address at Aaradhya Parkwood, Off. Western Express Highway, Near Singapore International School, Mahajanwadi, Mira Road (East), Thane - 401107; **SEND GREETINGS:-**










 1

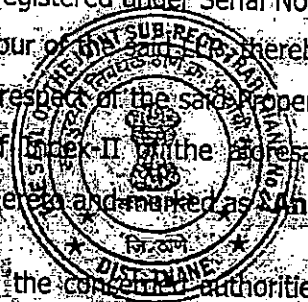
WHEREAS:

- A. We are the Authorised Signatories of the said LLP and the said LLP is carrying on the business of builders and developers and to develop, redevelop the real estate projects and properties.
- B. One Lion Pencils Limited is the owner of and sufficiently seized and possessed of all that piece or parcel of non-agricultural land bearing Old Survey No. 260 (part), New Survey No. 12, Hissa No. 2, admeasuring 40,500 sq. mtrs. or thereabouts situated at Village Mahajanwadi, Taluka and District Thane (the "said Larger Land") within the jurisdiction of Mira Bhayandar Municipal Corporation, located at Western Express Highway, Near Singapore International School, Mahajanwadi, Mira Road (East), Thane - 401107.
- C. By and under an Agreement for Joint Development dated 19th January, 2018 ("said Joint Development Agreement") registered under Serial No. TNN-7/982/2018, Lion Pencils Limited granted unto the said LLP, an irrevocable and exclusive development rights in respect of part of the said Larger Land admeasuring **10,509 sq. mtrs.** or thereabouts (the "said Property"), in accordance with the terms and conditions as recorded in the said Joint Development Agreement. Copy of Index-II of the said Joint Development Agreement dated 19th January, 2018 is annexed hereto and marked as "Annexure A".

- D. Pursuant to execution of the said Joint Development Agreement, the Power of Attorney dated 19th January 2018 registered under Serial No. TNN-7/984/2018 was executed by Lion Pencils Limited in favour of the said LLP, thereby authorising the said LLP to do all acts, deeds and things in respect of the said Property in the manner more particularly recorded therein / Copy of Index-II of the said Power of Attorney dated 19th January 2018 is annexed hereto and marked as "Annexure B".

- E. Subject to approvals from the concerned authorities, said LLP is developing the said Property in phase-wise manner. The said LLP has proposed to construct on part of the said Property, 2 (two) new towers namely Tower 3 (Clove) and Tower 4 (Dion) to be known as "Aaradhya Parkwood 1" as part of the project to be known as "AARADHYA PARKWOOD" (hereinafter referred to as "the Project"). Aaradhya Parkwood 1 project has been registered with the Maharashtra Real Estate Regulatory Authority ("MahaRERA"), under the provisions 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") and the Authority has duly issued the RERA Registration Certificate bearing

Handwritten text in Marathi: 'एन पी लिमिटेड' and '19/01/2018'.



Handwritten signatures and names: 'A.M. Khairnar', 'N.S. Khairnar', and other illegible signatures.

No. P51700046758, dated 5th September, 2022 for Aaradhya Parkwood 1, Project Copy of the aforesaid RERA Registration Certificate No. P51700046758 dated 5th September, 2022 is annexed hereto and marked as "Annexure C".

F. By and under a resolution dated 8th November, 2022 ("said Resolution"), the Designated Partners/Partners of the said LLP have duly authorized us i.e. the Authorised Signatories herein to execute documents namely Agreement(s) for Sale, Sale Deed, Gift Deed(s), Supplementary Agreement, Leave and License Agreement(s), Lease Agreement(s), Agreement(s) with the existing occupiers of the said Property for Permanent Alternate Accommodation (PAA), Cancellation Deed(s), Confirmation Deed(s), Rectification Deed(s), Modification Deed(s), Conveyance Deed, Deed of Assignment and such other documents including but not limited to declarations, undertakings, indemnities, affidavits, Power of Attorneys, submissions, confirmations, representations, and writings and other documents, in respect of Flats or any other structure in the Project (hereinafter collectively referred to as "the Executed Documents"). Copy of the said Resolution dated 8th November, 2022 is annexed hereto and marked as "Annexure D".

G. On account of business commitments, it may not be possible for the Authorised Signatories to appear personally before the office of the concerned Sub-Registrar of Assurances and to lodge the Executed Documents for registration and/or admit execution thereof.

H. In order to enable the aforesaid, the said LLP through its Authorised Signatories, is/are proposing to **severally** appoint, constitute and authorize **any one** of:

<p>ट न न ४</p>	<p>Chirag Menta, Indian adult, having his address at Aaradhya Parkwood 1, Singapore International School, Kirti Western Express Highway, (Mira Road, East), Mumbai - 401107.</p>	<p>ट न न ४</p>	
<p>वर्तमान म. ०००५</p>	<p>(ii) Kishor F. Gajre, Indian adult, having his address at Plot No. 357/377, Opp. Mumbai District Bank, Gorai-2, Borivali (West), Mumbai-400092;</p>	<p>५/२०</p>	
<p>ये ३</p>	<p>(iii) Yash K. Gajre, Indian adult, having his address at Plot No. 357/377, R. S. C-37, Opp. Mumbai District Bank, Gorai-2, Borivali (West), Mumbai-400092; and</p>		
	<p>(iv) Ravindra F. Gajre, Indian adult, having his address at B-306, Shivalaya CHS Ltd., Opp. Matruchhaya School, C. S. X. Road No.2, Dahisar (East), Mumbai - 400068.</p>		

to do all acts and things required to be done for lodging for registration and admission of agreements/ documents executed by the Authorised Signatories in the manner appearing herein above and which they have agreed to do.

3

NOW KNOW YOU ALL BY THESE PRESENTS WITNESSETH THAT WE:

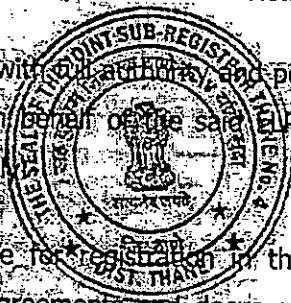
1. Manan P. Shah, Designated Partner;
2. Ashok M. Mehta, Authorised Signatory;
3. Sameer S. Aurangabadwalla, Authorised Signatory;
4. Durgesh S. Dingankar, Authorised Signatory; and
5. Mukesh M. Sheth, Authorised Signatory;
6. Amit P. Bhansali, Authorised Signatory; and
7. Nikunj V. Bhatt, Authorised Signatory

the Authorised Signatories of **Man Vastucon LLP** hereby *severally* appoint, constitute and authorise *any one* of:

- (i) **Chirag Mehta**, Indian adult, having his address at Aaradhya Parkwood, next to Singapore International School, Off Western Express Highway, Mira Road (East), Thane - 401107;
- (ii) **Kishor F. Gajre**, Indian adult, having his address at Plot No. 357/377, R. S. C-37, Opp. Mumbai District Bank, Gorai-2, Borivali (West), Mumbai- 400092;
- (iii) **Yash K. Gajre**, Indian adult, having his address at Plot No. 357/377, R. S. C-37, Opp. Mumbai District Bank, Gorai-2, Borivali (West), Mumbai- 400092; and
- (iv) **Ravindra F. Gajre**, Indian adult, having his address at B-306, Shivalaya CHS Ltd., Opp. Matruchhaya School, C. S. X. Road No.2, Dahisar (East), Mumbai - 400068.

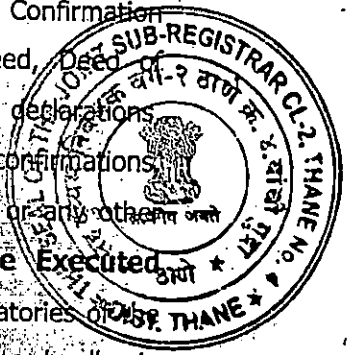
to be our lawful Attorneys with full powers and powers to do all following acts, deeds and things in the name and on behalf of the said LLP and on our behalf and in the manner herein after written.

25/10/20



1. To present and lodge for registration in the office of concerned Sub-Registrar of Assurances various agreements and documents namely Agreement(s) for Sale, Sale Deed, Gift Deed(s), Supplementary Agreement, Leave and License Agreement(s), Lease Agreement(s), Agreement(s) with the existing occupiers of the said Property for Permanent Alternate Accommodation (PAA), Cancellation Deed(s), Confirmation Deed(s), Rectification Deed(s), Modification Deed(s), Conveyance Deed, Deed of Assignment and such other documents including but not limited to declarations, undertakings, indemnities, affidavits, Power of Attorneys, submissions, confirmations, representations, and writings and other documents, in respect of Flats or any other structure in the Project (hereinafter collectively referred to as "the Executed Documents"); signed and executed by any one of the Authorised Signatories of said LLP and/or to appear before them and admit execution thereof and to do all acts and things that are necessary for effectively registering such documents and to receive

25/10/20



Handwritten signatures and names at the bottom of the page, including 'A.M. Khaitan' and 'M.S.K. Kulkarni'.



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 : **P51700046758**

Project: **AARADHYA PARKWOOD**, Plot Bearing / CTS / Survey / Final Plot No.: **OLD SURVEY NO 260 PART/NEW SURVEY NO 12 HISSA NO 2** at **Mira-Bhayandar (M Corp.), Thane, Thane, 401107;**

1. **Man Vastucon Llp** having its registered office / principal place of business at **Tehsil: Kurla, District: Mumbai Suburban, Pin: 400089**

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

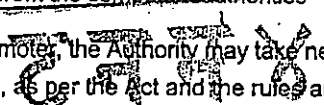
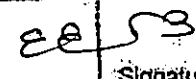
- The promoter shall enter into an agreement for sale with the allottees;
- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation 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 (f) of sub-section (2) of section 4 read with Rule 5;

OR

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

- The Registration shall be valid for a period commencing from **05/09/2022** and ending with **31/12/2028** 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.

	
दस्त क्र. २००३०/२०२२	
	

Signature valid
Digitally signed by
Mr. Arun Abbasahb Nadagoudar
(Secretary Incharge, MahaRERA)
Date: 16-09-2022 17:42:43



Dated: 16/09/2022
Place: Mumbai

	
दस्त क्र. २००३०/२०२२	
	



A.M. Khoulence
M.S. Khoulence



MAN VASTUCON LLP

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE MEETING OF PARTNERS OF MAN VASTUCON LLP HELD ON TUESDAY, 8TH NOVEMBER, 2022, AT 12TH FLOOR, KRUSHAL COMMERCIAL COMPLEX, G. M. ROAD, CHEMBUR (WEST), MUMBAI - 400 089

AUTHORITY TO EXECUTE AGREEMENTS AND DOCUMENTS ON BEHALF OF THE LLP:

"RESOLVED THAT in connection with real estate Project of LLP namely **"Aaradhya Parkwood"**, located at Western Express Highway, Near Singapore International School, Mahajanwadi, Mira Road (East), within the jurisdiction of Mira Bhayander Municipal Corporation (MBMC), **any one** of Mr. Manan P. Shah, Designated Partner or Mr. Ashok M. Mehta, Authorised Signatory or Mr. Sameer S. Aurangabadwalla, Authorised Signatory or Mr. Durgesh S. Dingankar, Authorised Signatory or Mr. Mukesh M. Sheth, Authorised Signatory or Mr. Amit P. Bhansali, Authorised Signatory or Mr. Nikunj V. Bhatt, Authorised Signatory of the LLP be and are hereby **severally authorized** to sign and execute the Agreement(s) for Sale, Sale Deed, Gift Deed, Supplementary Agreement, Leave and License Agreement(s), Lease Agreement(s), Agreement(s) with the existing occupiers of the said Land for Permanent Alternate Accommodation (PAA) and such other documents including but not limited to declarations, undertakings, indemnities, Cancellation Deed(s), Confirmation Deed(s), Rectification Deed(s), Modification Deed(s), Conveyance Deed, Deed of Assignment, affidavits, undertakings, Power of Attorneys, submissions, confirmations, representations, and writings and other documents, in respect of Flats or any other Structure in the aforesaid Project and to negotiate, finalise, and accept on behalf of the LLP such modifications therein and to do all such acts, deeds, matters and things in their absolute discretion they may consider necessary, expedient or desirable and to settle any question or doubt that may arise in relation thereto in order to give effect to this resolution or otherwise considered by them in the best interest of the LLP.

ट न न ४	RESOLVED FURTHER THAT any one of Mr. Manan P. Shah, Designated Partner or Mr. Ashok M. Mehta, Authorised Signatory or Mr. Sameer S. Aurangabadwalla, Authorised Signatory or Mr. Durgesh S. Dingankar, Authorised Signatory or Mr. Mukesh M. Sheth, Authorised Signatory or Mr. Amit P. Bhansali, Authorised Signatory or Mr. Nikunj V. Bhatt, Authorised Signatory of the LLP be and are hereby severally authorized to represent the LLP before the Registrar or Sub-Registrar or any other appropriate authority appointed by law having jurisdiction to register the aforesaid agreements/ documents and/ or admit registration of agreements/documents executed as above AND ALSO to appoint and nominate such person(s) as they may deem fit for admission of agreement/ document for registration executed as above and to sign, execute and register the Power of Attorney in favour of such person(s).
दस्तावेज	
६००	

RESOLVED FURTHER THAT copy of this resolution duly signed by the Designated Partner be furnished to such authorities as may be required from time to time.

Certified true copy
For Man Vastucon LLP

Suketu P. Shah
Designated Partner



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दिनांक 20/11/2022

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MAN VASTUCON LLP

Registered under the Limited Liability Partnership Act, 2008 (LLPIN: AAD-0592)
12th Floor, Krushal Commercial Complex, G.M. Road, Chembur (West), Mumbai - 400 089, India
☎ +91 22 4246 3999 | ✉ office@maninfra.com | 🌐 www.maninfra.com

A.M. K. Ballal
M.S. K. Kulkarni

76/4908

शुक्रवार, 15 मार्च 2024 9:13 म.पू.

दस्त गोषवारा भाग-1

टनन4 0953

दस्त क्रमांक: 4908/2024

दस्त क्रमांक: टनन4 /4908/2024

बाजार मूल्य: रु. 46,19,810/-

मोबदला: रु. 81,00,000/-

भरलेले मुद्रांक शुल्क: रु.5,67,000/-

दु. नि. सह. दु. नि. टनन4 यांचे कार्यालयात

अ: क्र. 4908 वर दि.15-03-2024

रोजी 9:11 म.पू. वा. हजर केला.

पावती:5588

पावती दिनांक: 15/03/2024

सादरकरणाराचे नाव: अश्विनी मिलिंद खैरनार

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1660.00

पृष्ठांची संख्या: 83

A.M.Khairnar

दस्त हजर करणाऱ्याची सही:

एकुण: 31660.00

[Signature]
Joint Sub Registrar, Thane 4

[Signature]
Joint Sub Registrar, Thane 4

दस्ताचा प्रकार: करारनामा

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

शिक्षा क्र. 1 15 / 03 / 2024 09 : 11 : 51 AM ची वेळ: (सादरीकरण)

शिक्षा क्र. 2 15 / 03 / 2024 09 : 12 : 42 AM ची वेळ: (फी)

टनन 4
दस्त क्र. 4908 / 2024
0953



A.M.Khairnar
M.S.Khairnar