

Sourcing: Amilcet: 8871238682

Cust:

Ritesh Gupta: 7678095802 23718/2022

Loan Amt: 85 Lacs

SCANNED

~~XXXXXXXXXXXX~~

A.V →	9667500
OCR	- 1000000
Perid.	<u>8667500</u>
- 1% TDS	96675
	<u>8570825</u>

Loan Amount → 85,00,000/-

76/23718

Saturday, November 30, 2024

11:47 AM

पावती

Original/Duplicate

नोंदणी क्र.: 39M

Regn.: 39M

गावाचे नाव: भाईदर
दस्तऐवजाचा अनुक्रमांक: टनन4-23718-2024
दस्तऐवजाचा प्रकार: करारनामा
सादर करणाऱ्याचे नाव: रीतेश नेमीचंद गुप्ता -

पावती क्र.: 26406 दिनांक: 30/11/2024

नोंदणी फी
दस्त हाताळणी फी
पुण्याची मध्या: 160

रु. 30000.00

रु. 3200.00

एकूण:

रु. 33200.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सुची-२ अंदाजे
12:06 PM ह्या वेळेस मिळेल.

वाजार मुल्य: रु. 5951565.774/-

मोवदला रु. 9667500/-

भरलेले मुद्रांक शुल्क: रु. 676725/-

Joint Sub Registrar, Thane 4

सह. दुय्यम निबंधक दर्जा-३
अण. क्र. ४

- 1) देयकाचा प्रकार: DHC रकम: रु. 1200/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1124306900135 दिनांक: 30/11/2024
बँकेचे नाव व पत्ता:
- 2) देयकाचा प्रकार: DHC रकम: रु. 2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1124305600132 दिनांक: 30/11/2024
बँकेचे नाव व पत्ता:
- 3) देयकाचा प्रकार: eSBTR/SimpleReceipt रकम: रु. 30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH010948644202425R दिनांक: 30/11/2024
बँकेचे नाव व पत्ता: Panjab National Bank

Ritesh

मुळ दस्तऐवज परत मिळाला

गावाचे नाव : भाईंदर

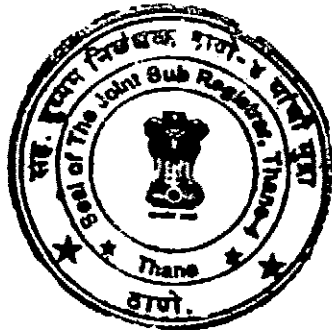
(1) विलेवाचा प्रकार	करारनामा
(2) भोंवदना	9667500
(3) वाजारभाव(भाडेपट्ट्याच्या वाववितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	5951565.774
(4) भू-सापन,पोट्टिहिन्या व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:मिरा-भाईंदर मनपा इतर वर्णन : , इतर माहिती: . इतर माहिती: भांजे भाईंदर,एच-2 वार्ड,विभाग क्र. 1/11 वरील मिल्कनीवरील मदनिचा क्र. 1004.10 वा मजला,विंडरमीयर टॉवर ए,महेश्वरी भवन रोड,मालीटर हाईटन ममीर,भाईंदर पश्चिम,तालुका जिल्हा ठाणे,मदनिकेचे रंग कारपेट क्षेत्रफळ 60.80 चौ. मीटर भोवत वापरता घण्यांजोगा कारपेट क्षेत्रफळ 9.71 चौ. मीटर एकूण कारपेट क्षेत्रफळ 70.51 चौ. मीटर व इतर मदन दस्त्यामध्ये नमुद केल्याप्रमाणे.. PUI: 222 ((Survey Number : जुना न.नं. 580, नविन न.नं. 222, हिन्ना नं. 6.1,2, जुना न.नं. 567, नविन न.नं. 267, हिन्ना नं. 2/1, 1, जुना न.नं. 564, नविन न.नं. 221, हिन्ना नं. 1.8, 4B,3,4A, जुना न.नं. 579, नविन न.नं. 245, हिन्ना नं. 2,1A,3A,1B,3B,7,3C,4,5,8,6, जुना न.नं. 565, नविन न.नं. 220, हिन्ना नं. 6.7,8,4,1,9,10 :))
(5) क्षेत्रफळ	1) 70.51 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात अनेक त्रुटी.	
(7) दस्तऐवज करून घेणा-या/निहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-मै. स्पॅन डेव्हलपर्स चे भागिदार गोपालजी दिवेडी, सितेश देडपागा, - नरपतगाज मेहता, मै. रामफिलकप प्रा.नि. चे डायरेक्टर अनश्याम एच. रावड वर्फे कु.सु. विनय सी. राजू वय:-54; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: नमुद्री, तळ मजला, अन्नपूर्णा इस्टेट, इंद्रलोक फेज 6, भाईंदर पूर्व, जिल्हा ठाणे, ब्लॉक नं:-, रोड नं:-, महागाट्ट, ठाणे. पिन कोड:-401105 पॅन नं:-ABKFS4524N
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-रीतेश नेमीचंद गुता - वय:-26; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: ए-202, गणेश टॉवर, ओम नाई कॉम्प्लेक्स, शिवसेना गल्ली, जनता नगर, भाईंदर पश्चिम, जिल्हा ठाणे, ब्लॉक नं:-, रोड नं:-, महागाट्ट, ठाणे. पिन कोड:-401101 पॅन नं:-CMMPG8592H 2): नाव:-योगेश नेमीचंद गुता वय:-24; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: ए-202, गणेश टॉवर, ओम नाई कॉम्प्लेक्स, शिवसेना गल्ली, जनता नगर, भाईंदर पश्चिम, जिल्हा ठाणे, ब्लॉक नं:-, रोड नं:-, महागाट्ट, ठाणे. पिन कोड:-401101 पॅन नं:-DMJPG6915A 3): नाव:-मीनादेवी नेमीचंद गुता - वय:-51; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: ए-202, गणेश टॉवर, ओम नाई कॉम्प्लेक्स, शिवसेना गल्ली, जनता नगर, भाईंदर पश्चिम, जिल्हा ठाणे, ब्लॉक नं:-, रोड नं:-, महागाट्ट, ठाणे. पिन कोड:-401101 पॅन नं:-AJJPG4155G
(9) दस्तऐवज करून दिल्याचा दिनांक	30/11/2024
(10)दस्त नोंदणी केल्याचा दिनांक	30/11/2024
(11)अनुक्रमांक,चंड व पृष्ठ	23718/2024
(12)वाजारभावाप्रमाणे मुद्रांक शुल्क	676725
(13)वाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

सह. दुय्यम निबंधक वर्ग-२
ठाणे. क्र. ४

मुल्यांकनासाठी विभागल घेतलेला नपशीत:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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





CHALLAN
MTR Form Number-6



GRN	MH011824115202425P	BARCODE	[Barcode]		Date	30/11/2024-08:18:49	Form ID	25.2	
Department				Inspector General Of Registration					
Type of Payment				Stamp Duty					
Office Name				THN4_THANE NO 4 JOINT SUB REGISTRAR		Payer Details			
Location				THANE		Full Name			
Year				2024-2025 One Time		RITESH N GUPTA, YOHAN N. GUPTA, MEENADEV N. GUPTA			
Account Head Details				Amount In Rs.		Flat/Block No.			
0030046401 Stamp Duty				75.00		Flat No. A/1004, WINDERMERE TOWER A			
						Premises/Building			
						Road/Street			
						Opp. Solitaire Heights			
						Area/Locality			
						BHAYANDAR West			
						Town/City/District			
						PIN			
						4 0 1 1 0 1			
						Remarks (If Any)			
						SecondPartyName=SPAN DEVELOPERS-			
						Amount In			
						Sevonty Five Rupees Only			
Total				75.00		Words			
Payment Details				STATE BANK OF INDIA		FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN		Ref. No.		10000502024113000147	5689058067713
Cheque/DD No.				Bank Date		RBI Date		30/11/2024-08:18:59	Not Verified with RBI
Name of Bank				Bank-Branch		STATE BANK OF INDIA			
Name of Branch				Scroll No. , Date		Not Verified with Scroll			

Department ID :

Mobile No. : 9821122123

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

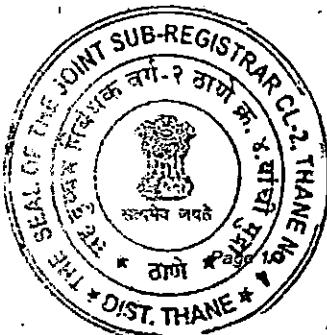
सदर चलन केवल दस्तावेज निवहन कार्यालयत मोदणी कन्यायाच्या दस्त्यासाठी लागू आहे. मोदणी न कन्यायाच्या दस्त्यासाठी सदर चलन लागू नाही.

Ritish

Gupta

Meena Devi Gupta

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दस्ता क्र. 2309	
२	१६०



AGREEMENT FOR SALE

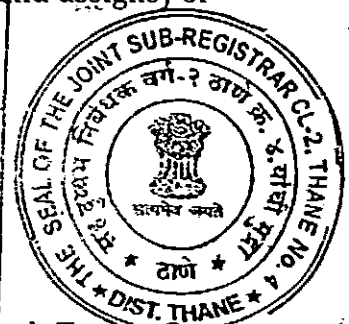
THIS AGREEMENT FOR SALE made and entered into at Bhayander, Thane on this 30th day of NOV 2024;

BETWEEN

M/s SPAN DEVELOPERS, a registered Partnership Firm having its office at Samriddhi, Ground Floor, Annapurna Estate, Indralok Phase-VI, Bhayander East, Thane-401105 hereinafter referred to as the "Co-Promoter (the Land Owner)" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include include the partner or partners for the time being of the said firm and the last survivor or survivors of them or their respective heirs, executors, administrators and assigns) of the One Part;

Mr. Ritesh Nemichand Gupta
Mr. Yohan Nemichand Gupta
Mrs. Meenadevi Nemichand Gupta

ट न न ४	
AND	
दस्ता क्र. २३०९	
२	१६०



an adult/all adults Indian Inhabitant, residing at A/202 Ganesh Tower, Om Sai Complex, Shivsena Galli, Janta Nagar, Bhayander (West), Thane - 401101., hereinafter referred to as the "Allottee/s" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators and permitted assigns) of the Other Part;

Ritesh

Depta

Meena Devi Gupta

The Co-Promoter (the Land Owner) and the Allottee/s are hereinafter individually referred to as "Party" and collectively as "Parties".

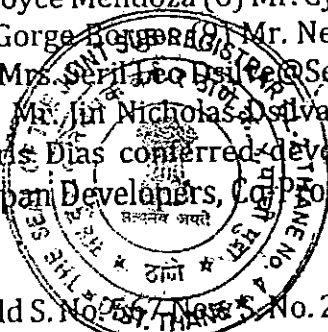
WHEREAS:

A. The Co-Promoter (the Land Owner) is the owner of and is absolutely seized, possessed and/or well and sufficiently entitled to the lands (details whereof are mentioned in column nos. 5 to 8 of the table below) having acquired ownership or development rights from the erstwhile owners (names whereof are mentioned in column 2 of the table below) under various conveyance deeds/sale deeds/ writings (details whereof are mentioned in column nos. 3 and 4 of the table below):

a. Land bearing Old S. No. 580 New S. No. 222 Hissa No. 6 area admeasuring 1453.00 Sq. Mtrs. Vide Conveyance Deed/Development Agreement dated 27-04-2010 registered with the sub-registrar under Sr. No. TNN7/4066/2010 owner (1) Mr. Francis Jasin Gomes (2) Mr. Stephen Francis Gomes (3) Mrs. Rosy Francis Gomes (4) Mr. Romuld Francis (5) Mr. Joyce Mendoza (6) Mr. Cyprin Pinmeta (7) Mr. Olife Lopes, all through their constituted attorney Mr. Stephen Francis Gomes conferred development rights/ conveyed said land/s to M/s Span Developers, Co-Promoter (The Land Owners);

b. Land bearing Old S. No. 567 New S. No. 267 Hissa No. 2/1 area admeasuring 1210 Sq. Mtrs. Vide Conveyance Deed/Development Agreement dated 09-08-2010 registered with the sub-registrar under Sr. No. TNN7/6942/2010 owner (1) Mr. Francis Jasin Gomes (2) Mr. Stephen Francis Gomes (3) Mrs. Rosy Francis Gomes (4) Mr. Romuld Francis (5) Mr. Joyce Mendoza (6) Mr. Cyprin Pinmeta (7) Mr. Olife Lopes (8) Mr. Herald Gorge Borges (9) Mr. Nedra Leo Dsilva @Nedra Kennett Gonsalves (10) Mrs. Seril Leo Dsilve@Seril Trover Fonseca (11) Mr. John Leo Dsilva (12) Mr. Jin Nicholas Dsilva, (13) Mrs. Henrietta Leo Dsilva @Henrietta Carls Dias conferred development rights/ conveyed said land/s to M/s Span Developers, Co-Promoter (The Land Owners);

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दस्ता क्र.	960
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c. Land bearing Old S. No. 567 New S. No. 267 Hissa No. 1 area admeasuring 3090 Sq. Mtrs. Vide Conveyance Deed/Development Agreement dated 09-08-2010 registered with the sub-registrar under Sr. No. TNN7/6942/2010 owner (1) Mr. Francis Jasin Gomes (2) Mr. Stephen Francis Gomes (3) Mrs. Rosy Francis Gomes (4) Mr. Romuld Francis (5) Mr. Joyce Mendoza (6) Mr. Cyprin Pinmeta (7) Mr. Olife Lopes (8) Mr. Herald Gorge Borges (9) Mr. Nedra Leo Dsilva @Nedra Kennett Gonsalves (10) Mrs. Seril Leo Dsilve@Seril Trover Fonseca (11) Mr. John Leo Dsilva (12) Mr. Jin Nicholas Dsilva, (13) Mrs. Henrietta Leo Dsilva @Henrietta Carls Dias conferred development rights/ conveyed said land/s to M/s Span Developers, Co-Promoter (The Land Owners);

d. Land bearing Old S. No. 564 New S. No. 221 Hissa No. 1 area admeasuring 848 Sq. Mtrs. Vide Conveyance Deed/Development Agreement dated 08/02/2011 registered with the sub-registrar under Sr. No. TNN7/01053/2011 owner (1) Sanjay G. Gokhale (2) Mr. Vijay Gajanan Gokhale (3) Ms. Shruti Shripad Modak (4) Mr. Mr. Rajendra Gajanan

NA

Ritish
Rupita

3

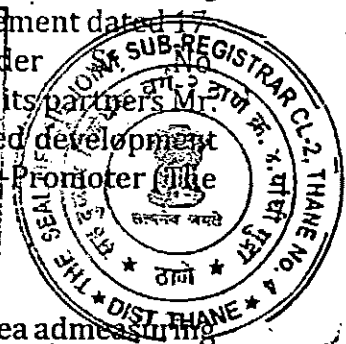
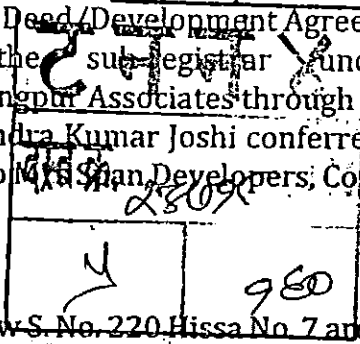
MEENA DEVI LURGA

Gokhale (5) Mr. Dilip Damodar Gokhale (6) Mr. Ajit Damodar (7) Ms. Trupti Suresh Jambekar (8) Mr. Satyawan Dinanath Patil (9) Ms. Kanchan Laxman Patil, all through its constituted attorneys (10) Mr. Ramesh N. Jain (11) Mr. Shailesh S. Shah, all through substituted constituted attorney (12) Mr. Morarji M. Chheda for self and as a partner of M/s. Chheda Enterprises, through substituted constituted attorneys (13) Mr. Dinesh Chheda (14) Mr. Morarjibhai M. Chheda for self and as Director of M/s. Sunshine Builders and Developers, all through substituted constituted attorneys (15) Mr. Nilesh Sharadbhai Parekh (16) M/s. Om Constructions through its partner Ms. Hanskumar Kamalkumar Pandey and Ms. Shital Hanskumar Pandey wherein Ms. Padmakar Gopal Matondkar was is the confirming party through his constituted Attorney (a) Mr. Nilesh S. Sheth (b) Mr. Nilesh Sharadbhai Parekh and (c) Mr. Sharadbhai R. Parekh. conferred development rights/ conveyed said land/s to M/s Span Developers, Co-Promoter (The Land Owners);

e. Land bearing Old S. No. 579 New S. No. 245 Hissa No. 2 area admeasuring 960 Sq. Mtrs. Vide Conveyance Deed/Development Agreement dated 17-05-2010 registered with the sub-registrar under Sr. No. TNN7/4771/2010 owner Salangpur Associates through its partners Mr. Rakesh Agarwal and Mr. Rajendra Kumar Joshi. conferred development rights/ conveyed said land/s to M/s Span Developers, Co-Promoter (The Land Owners);

f. Land bearing Old S. No. 579 New S. No. 245 Hissa No. 1A area admeasuring Sq. Mtrs. 910 vide Conveyance Deed/Development Agreement dated 17-05-2010 registered with the sub-registrar under Sr. No. TNN7/4771/2010/ owner Salangpur Associates through its partners Mr. Rakesh Agarwal and Mr. Rajendra Kumar Joshi conferred development rights/ conveyed said land/s to M/s Span Developers, Co-Promoter (The Land Owners);

g. Land bearing Old S. No. 565 New S. No. 220 Hissa No. 6 area admeasuring Sq. Mtrs. 760 vide Conveyance Deed/Development Agreement dated 17-05-2010 registered with the sub-registrar under TNN7/4772/2010 owner Salangpur Associates through its partners Mr. Rakesh Agarwal and Mr. Rajendra Kumar Joshi conferred development rights/ conveyed said land/s to M/s Span Developers, Co-Promoter (The Land Owners);



h. Land bearing Old S. No. 565 New S. No. 220 Hissa No. 7 area admeasuring Sq. Mtrs. 830 Vide Conveyance Deed/Development Agreement dated 17-05-2010 registered with the sub-registrar under Sr. No. TNN7/4772/2010 owner Salangpur Associates through its partners Mr. Rakesh Agarwal and Mr. Rajendra Kumar Joshi. conferred development rights/ conveyed said land/s to M/s Span Developers, Co-Promoter (The Land Owners);

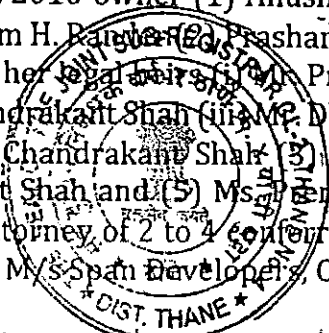
i. Land bearing Old S. No. 579 New S. No. 245 Hissa No. 3A area admeasuring Sq. Mtrs. 660 Vide Conveyance Deed/Development

Ritesh
 Preeti
 Meena Devi Gupta

Agreement dated 17-05-2010 registered with the sub-registrar under Sr. No. TNN7/4772/2010 owner Salangpur Associates through its partners Mr. Rakesh Agarwal and Mr. Rajendra Kumar Joshi conferred development rights/ conveyed said land/s to M/s Span Developers, Co-Promoter (The Land Owners);

- j. Land bearing Old S. No. 579 New S. No. 245 Hissa No. 1B area admeasuring 400 Sq. Mtrs. Vide Conveyance Deed/Development Agreement dated 29-04-2010 registered with the sub-registrar under Sr. No. TNN7/4200/2010 owner (1) Tarabai W. Patil (2) Mr. Tukaram Waman Patil (3) Mr. Yawant Waman Patil (4) Mr. Hari Ganpat Patil (5) Mr. Liladhar Ganpat Patil (6) Mr. Ramesh Ganpat Patil (7) Ms. Sunanda Balkrushna Patil (8) Ms. Hansabai Madhukar Patil all through their constituted attorney Mr. Naresh N. Jam where Mr. Umesh N. Jain was the confirming party conferred development rights/ conveyed said land/s to M/s Span Developers, Co-Promoter (The Land Owners)
- k. Land bearing Old S. No. 564 New S. No. 221 Hissa No. 8 area admeasuring 19 Sq. Mtrs. Vide Conveyance Deed/Development Agreement dated 22-12-2010 registered with the sub-registrar under Sr. No. TNN7/10436/2010 owner (1) Anushree Construction through its partner Mr. Ghanshyam H. Rander (2) Ms. Sarojben Chandrakant Shah through her legal heirs (i) Mr. Prashant Chandrakant Shah (ii) Mr. Virendra Chandrakant Shah (iii) Mr. Dhimant Chandrakant Shah and (iv) Mr. Hemant Chandrakant Shah (3) Ms. Amita Dhimant Shah (4) Ms. Naina Hemant Shah and (5) Ms. Premal Virendra Shah for herself and constituted attorney of 2 to 4 conferred development rights/ conveyed said land/s to M/s Span Developers, Co-Promoter (The Land Owners)
- l. Land bearing Old S. No. 580 New S. No. 222 Hissa No. 1 area admeasuring 3897 Sq. Mtrs. Vide Conveyance Deed/Development Agreement dated 22-12-2010 registered with the sub-registrar under Sr. No. TNN7/10436/2010 owner (1) Anushree Construction thru its partner Mr. Ghanshyam H. Rander (2) Prashant Shah Ms. Sarojben Chandrakant Shah through her legal heirs (i) Mr. Prashant Chandrakant Shah (ii) Mr. Virendra Chandrakant Shah (iii) Mr. Dhimant Chandrakant Shah and (iv) Mr. Hemant Chandrakant Shah (3) Ms. Amita Dhimant Shah (4) Ms. Naina Hemant Shah and (5) Ms. Premal Virendra Shah for herself and constituted attorney of 2 to 4 conferred development rights/ conveyed said land/s to M/s Span Developers, Co-Promoter (The Land Owners)

2778
वर्तमान 23/12/2010
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- m. Land bearing Old S. No. 580 New S. No. 222 Hissa No. 2 area admeasuring 26 Sq. Mtrs. Vide Conveyance Deed/Development Agreement dated 22-12-2010 registered with the sub-registrar under Sr. No. TNN7/10436/2010 owner (1) Anushree Construction through its partner Mr. Ghanshyam H. Rander (2) Prashant Shah, Ms. Sarojben Chandrakant Shah through her legal heirs (i) Mr. Prashant Chandrakant Shah (ii) Mr. Virendra Chandrakant Shah (iii) Mr. Dhimant Chandrakant Shah and (iv) Mr. Hemant Chandrakant Shah (3) Ms. Amita Dhimant Shah (4) Ms. Naina Hemant Shah and (5) Ms. Premal Virendra Shah for

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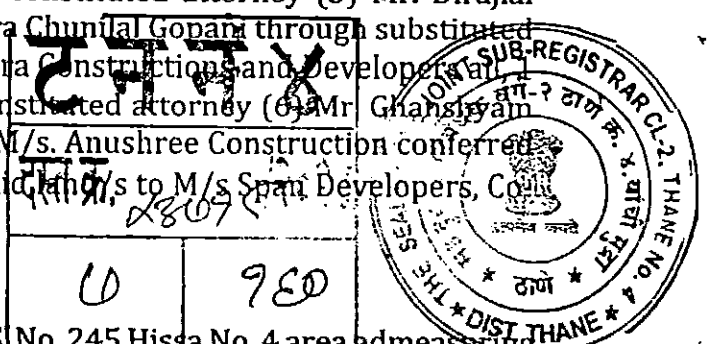
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herself and constituted attorney of 2 to 4 conferred development rights/ conveyed said land/s to M/s Span Developers, Co-Promoter(The Land Owners)

- n. Land bearing Old S. No. 579 New S. No. 245 Hissa No. 3B area admeasuring 1160 Sq. Mtrs. Vide Conveyance Deed/Development Agreement dated 22-12-2010 registered with the sub-registrar under Sr. No. TNN7/10436/2010 owner (1) Anushree Construction its partner Mr. Ghanshyam H. Rander (2) Prashant Shah, Ms. Sarojben Chandrakant Shah through her legal heirs (i) Mr. Prashant Chandrakant Shah (ii) Mr. Virendra Chandrakant Shah (iii) Mr. Dhimant Chandrakant Shah and (iv) Mr. Hemantr Chandrakant Shah (3) Ms. Amita Dhimant Shah (4) Ms. Naina Hemant Shah and (5) Ms. Premal Virendra Shah for herself and constituted attorney of 2 to 4 conferred development rights/ conveyed said land/s to M/s Span Developers, Co-Promoter(The Land Owners);
- o. Land bearing Old S. No. 564 New S. No. 221 Hissa No. 4B area admeasuring 849 Sq. Mtrs. Vide Conveyance Deed/Development Agreement dated 05-08-2010 registered with the sub-registrar under Sr. No. TNN7/6848/2010 owner Anushree Construction through its partner Mr. Ghanshyam H. Rander conferred development rights/ conveyed said land/s to M/s Span Developers, Co-Promoter (The Land Owners);
- p. Land bearing Old S. No. 579 New S. No. 245 Hissa No. 7 area admeasuring 1598 Sq. Mtrs. Vide Conveyance Deed/Development Agreement dated 05-08-2010 registered with the sub-registrar under Sr. No. TNN7/6848/2010 owner Anushree Construction through its partner Mr. Ghanshyam H. Rander conferred development rights/ conveyed said land/s to M/s Span Developers, Co-Promoter (The Land Owners);
- q. Land bearing Old S. No. 579 New S. No. 245 Hissa No. 3C area admeasuring 1420 Sq. Mtrs. Vide Conveyance Deed/Development Agreement dated 05-08-2010 registered with the sub-registrar under Sr. No. TNN7/6847/2010 owner (1) Sukur Dharman Mhatre (2) Mr. Govind Manglybhoir through its constituted attorney (3) Mr. Dirajlal Chunilal Gopani (4) Pravinchandra Chunilal Gopani through substituted constituted attorney (5) M/s. Arora Constructions and Developers all to 5 through their substituted constituted attorney (6) Mr. Ghanshyam H. Rander for self and partner of M/s. Anushree Construction conferred development rights/ conveyed said land/s to M/s Span Developers, Co-Promoter(The Land Owners)
- r. Land bearing Old S. No. 579 New S. No. 245 Hissa No. 4 area admeasuring 630 Sq. Mtrs. Vide Conveyance Deed/Development Agreement dated 17/8/2010 registered with the sub-registrar under Sr. No. TNN7/7166/2010 owner (1) Mangesh G. Bhoir, (2) Mr. Kalpesh Bhoir (3) Ms. Laxmibai Gajanan Bhoir (4) Ms. Kusum Ramesh Kadu (5) Ms.



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Sarita Gurnath Patil (6) Ms. Chandralekha Gajanan Kini (7) Ms. Minakshi Harish Gaikwad (8) Mr. Jagmohan Singh Arora (9) Mr. Kuljitsingh Arora (10) Mr. Ghyamsham H. Rander for self and partner of M/s. Anushree Construction conferred development rights/ conveyed said land/s to M/s Span Developers, Co-Promoter(The Land Owners);

s. Land bearing Old S. No. 579 New S. No. 245 Hissa No. 5 area admeasuring 1640 Sq. Mtrs. Vide Conveyance Deed/Development Agreement dated 17-08-2010 registered with the sub-registrar under Sr. No. TNN7/7166/2010 owner Bindiya H. Malkani through her constituted attorney (2) Chandu T. Paryani through substituted constituted attorney (3) Mr. Kuljitsingh D. Arora through substituted constituted attorney (4) Mr. Ghanshyam H. Rander for self and partner of M/s. Anushree Construction conferred development rights/ conveyed said land/s to M/s Span Developers, Co-Promoter (The Land Owners);

t. Land bearing Old S. No. 579 New S. No. 245 Hissa No. 8 area admeasuring 2130 Sq. Mtrs. Vide Conveyance Deed/Development Agreement dated 05-08-2010 registered with the sub-registrar under Sr. No. TNN7/6849/2010 owner Tarabai Bhaskar Bhoir through her constituted attorney Jagmohan Arora and Poonam K Arora through constituted attorney Ghanshyam H Rander for self and partner of M/s. Anushree Construction conferred development rights/ conveyed said land/s to M/s Span Developers, Co-Promoter (The Land Owners);

u. Land bearing Old S. No. 565 New S. No. 220 Hissa No. 8 area admeasuring 1720 Sq. Mtrs. Vide Conveyance Deed/Development Agreement dated 05-08-2010 registered with the sub-registrar under Sr. No. TNN7/6849/2010 owner Tarabai Bhaskar Bhoir through her constituted attorney Jagmohan Arora and Poonam K Arora through constituted attorney Ghanshyam H Rander for self and partner of M/s. Anushree Construction conferred development rights/ conveyed said land/s to M/s Span Developers, Co-Promoter (The Land Owners);

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v. Land bearing Old S. No. 565 New S. No. 221 Hissa No. 3 area admeasuring 1470 Sq. Mtrs. Vide Conveyance Deed/Development Agreement dated 05-08-2010 registered with the sub-registrar under Sr. No. TNN7/6849/2010 owner Tarabai Bhaskar Bhoir through her constituted attorney Jagmohan Arora and Poonam K Arora through constituted attorney Ghanshyam H Rander for self and partner of M/s. Anushree Construction conferred development rights/ conveyed said land/s to M/s Span Developers, Co-Promoter (The Land Owners);

w. Land bearing Old S. No. 565 New S. No. 220 Hissa No. 4 area admeasuring 880 Sq. Mtrs. Vide Conveyance Deed/Development Agreement dated 3/09/2010 registered with the sub-registrar under Sr. No. TNN7/7572/2010 read with Supplementary Agreement dated 24/03/2022 registered with the sub-registrar under Sr. No TNN2-6662-2022 owner (1) Prashant Chandrakant Shah (2) Mr. Virendra Chandrakant Shah through his legal heirs (a) Ms. Viral Virendra Shah (b)

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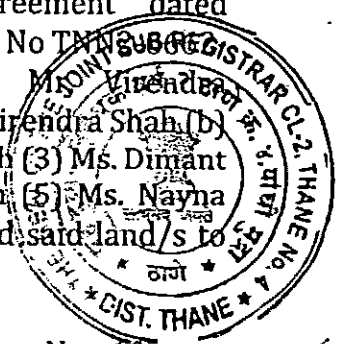
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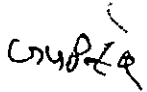
Ms. Manisha Virendra Shah (c) Ms. Premal Virendra Shah (3) Ms. Dimant Chandrakant Shah (4) Mr. Hemant Chandrakant Shah (5) Ms. Nayna Hemant Shah conferred development rights/ conveyed said land/s to M/s Span Developers, Co-Promoter (The Land Owners)

- x. Land bearing Old S. No. 564 New S. No. 221 Hissa No. 4A area admeasuring 690 Sq. Mtrs. Vide Conveyance Deed/Development Agreement dated 3/09/2010 registered with the sub-registrar under Sr. No. TNN7/7572/2010 read with Supplementary Agreement dated 24/03/2022 registered with the sub-registrar under Sr. No TNN2-6662-2022 owner (1) Prashant Chandrakant Shah (2) Mr. Virendra Chandrakant Shah through his legal heirs (a) Ms. Viral Virendra Shah (b) Ms. Manisha Virendra Shah (c) Ms. Premal Virendra Shah (3) Ms. Dimant Chandrakant Shah (4) Mr. Hemant Chandrakant Shah (5) Ms. Nayna Hemant Shah conferred development rights/ conveyed said land/s to M/s Span Developers, Co-Promoter (The Land Owners)
- y. Land bearing Old S. No. 565 New S. No. 220 Hissa No. 1 area admeasuring 80 Sq. Mtrs. Vide Conveyance Deed/Development Agreement dated 3/09/2010 registered with the sub-registrar under Sr. No. TNN7/7572/2010 read with Supplementary Agreement dated 24/03/2022 registered with the sub-registrar under Sr. No TNN2-6662-2022 owner (1) Prashant Chandrakant Shah (2) Mr. Virendra Chandrakant Shah through his legal heirs (a) Ms. Viral Virendra Shah (b) Ms. Manisha Virendra Shah (c) Ms. Premal Virendra Shah (3) Ms. Dimant Chandrakant Shah (4) Mr. Hemant Chandrakant Shah (5) Ms. Nayna Hemant Shah conferred development rights/ conveyed said land/s to M/s Span Developers, Co-Promoter (The Land Owners)
- z. Land bearing Old S. No. 565 New S.No. 220 Hissa No. 9 area admeasuring 1470 Sq. Mtrs. Vide Conveyance Deed/Development Agreement dated 3/09/2010 registered with the sub-registrar under Sr. No. TNN7/7572/2010 read with Supplementary Agreement dated 24/03/2022 registered with the sub-registrar under Sr. No TNN2-6662-2022 owner (1) Prashant Chandrakant Shah (2) Mr. Virendra Chandrakant Shah through his legal heirs (a) Ms. Viral Virendra Shah (b) Ms. Manisha Virendra Shah (c) Ms. Premal Virendra Shah (3) Ms. Dimant Chandrakant Shah (4) Mr. Hemant Chandrakant Shah (5) Ms. Nayna Hemant Shah conferred development rights/ conveyed said land/s to M/s Span Developers, Co-Promoter (The Land Owners)

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- aa. Land bearing Old S. No. 565 New S. No. 220 Hissa No. 10 area admeasuring 910 Sq. Mtrs. Vide Conveyance Deed/Development Agreement dated 3/09/2010 registered with the sub-registrar under Sr. No. TNN7/7572/2010 read with Supplementary Agreement dated 24/03/2022 registered with the sub-registrar under Sr. No TNN2-6662-2022 owner (1) Prashant Chandrakant Shah (2) Mr. Virendra Chandrakant Shah through his legal heirs (a) Ms. Viral Virendra Shah (b) Ms. Manisha Virendra Shah (c) Ms. Premal Virendra Shah (3) Ms. Dimant Chandrakant Shah (4) Mr. Hemant Chandrakant Shah (5) Ms. Nayna

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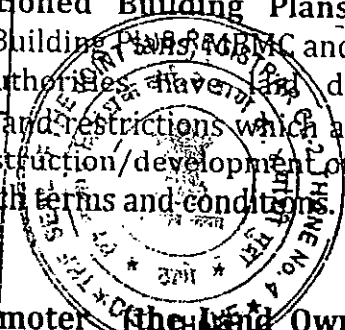
Hemant Shah conferred development rights/ conveyed said land/s to M/s Span Developers, Co-Promoter (The Land Owners)

bb. Land bearing Old S. No. 579 New S. No. 245 Hissa No. 6 area admeasuring 250 Sq. Mtrs. Vide Conveyance Deed/Development Agreement dated 3/09/2010 registered with the sub-registrar under Sr. No. TNN7/7572/2010 read with Supplementary Agreement dated 24/03/2022 registered with the sub-registrar under Sr. No TNN2-6662-2022 owner (1) Prashant Chandrakant Shah (2) Mr. Virendra Chandrakant Shah through his legal heirs (a) Ms. Viral Virendra Shah (b) Ms. Manisha Virendra Shah (c) Ms. Premal Virendra Shah (3) Ms. Dimant Chandrakant Shah (4) Mr. Hemant Chandrakant Shah (5) Ms. Nayna Hemant Shah conferred development rights/ conveyed said land/s to M/s Span Developers, Co-Promoter (The Land Owners)

B. Hereinafter, the aforesaid parcels of lands collectively admeasuring 31,960 square meters situated at revenue Village Bhayander, Taluka and District Thane, lying, being and situate at Bhayander West, within the limits of Mira Bhayandar Municipal Corporation/ Mira Bhayander Mahanagarपालिका ("MBMC"), are collectively referred to as the "said Lands" which are more particularly described in the **First Schedule** hereunder written and delineated in a red colour boundary line on the plan hereto annexed and marked as **Annexure "A"**.

C. The primary building plans for putting up construction on the said Lands have been sanctioned by the MBMC/ relevant planning authority on 07 January 2022 vide its approval No. MBMC/NR/3308/2021-22, on the terms and conditions mentioned therein (hereinafter referred to as the **said Sanctioned Building Plans**). While sanctioning the said Sanctioned Building Plans, MBMC and the concerned Local Authorities/ planning authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed, and the construction/development of the said Lands shall be subject to inter-alia such terms and conditions.

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D. The Co-Promoter (the Land Owner) being the owner of and/or entitled to the said Lands approached by A. G. SUPERSTRUCTURES PRIVATE LIMITED, a Private Limited Company registered under the Companies Act, 1956 having CIN: U70102MH2010PTC209759 and having office at 115, Maker Chambers III, Nariman Point, Mumbai 400 021, hereinafter referred to as the "Promoter (the Developer)" to develop the said Lands by constructing thereon towers, buildings, wings and commercial building/s as may be permissible under the applicable laws on certain terms and conditions as agreed between the Co-Promoter (the Land Owner) and Promoter (the Developer).

E. By and under a Development Agreement dated 11th August 2022, executed between the Co-Promoter (the Land Owner) and the Promoter (the Developer) & registered with the office of sub-registrar of assurances at T.N.N. - 10 under serial number 13365 of 2022

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("Development Agreement"), the Co-Promoter (the Land Owner) granted development rights to develop the said Lands to the Promoter (the Developer) for the consideration and on the terms and conditions more particularly mentioned therein.

- F. By and under a General Power of Attorney dated 17th August 2022, executed by the Co-Promoter (the Land Owner) in favour of the said Promoter (the Developer) and registered with the office of sub-registrar of assurances at T.N.N. - 10 under serial number 13366 of 2022 ("General Power of Attorney"), the Co-Promoter (the Land Owner) granted certain powers and authorities more particularly mentioned therein in favour of Promoter (the Developer) with respect to development of the said Lands.
- G. As per the terms of the Development Agreement, the said Promoter (the Developer) shall construct and handover to the Co-Promoter (the Land Owner), 34% of the total area to be constructed as per the current approved plan ("Co-Promoter's (the Land Owner) Share") and the Promoter (the Developer) shall retain with itself the balance 66% of the total area to be comprised in the constructed premises to be constructed as per the current approved plan ("Promoter's (the Developer) Share").
- H. The said Lands are notionally segregated into different portions of lands namely (i) the demarcated plot of land which is identified and delineated in a yellow colour boundary line on the plan hereto annexed and marked as Annexure "B" admeasuring 21,973 square meters (hereinafter referred to as the "said Plot"), and more particularly described in the Second Schedule hereunder written and (ii) the balance demarcated portion of land which is identified and delineated in a green colour boundary line on the plan hereto annexed and marked as Annexure "B" (hereinafter referred to as the "Other Portions of said Lands"). As per the current sanctioned/proposed plans, on the said Plot, the Promoter (the Developer) shall construct 5 Towers namely Tower A, Tower B, Tower C, Tower D & Tower E. Each of the aforesaid Buildings shall comprise of Gr. + 4 Podiums + 33 Upper Floors or such further/additional floors as may be approved by the relevant authority from time to time. The Promoter intends to construct shops/commercial units on certain portion of Ground/ST Podium and 2nd Podium Levels in a aforesaid Tower No. A to C and the remaining portion of 3rd and 4th Podium Levels in aforesaid Tower A to C, shall be parking floors. This the shops proposed to be constructed on certain portion Gr/St + 1st and 2nd Podium of the aforesaid Tower A to C shall have commercial user, shops and flats proposed to be constructed from 5th level to 37th levels or such further/additional floors as may be approved by relevant authority from time to time. The 3rd and 4th Podium levels of aforesaid Tower A to E shall be parking Floors. The said Plot may be developed in single phase or multiple phases over the period of time as per the sole discretion of the Promoter.

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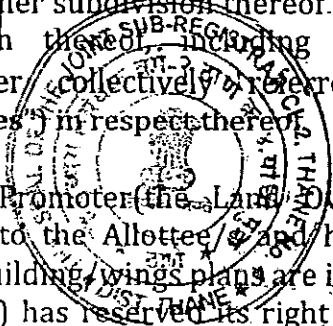
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I. On the Other Portions of said Lands, the Promoter (the Developer) shall construct such Towers, Buildings, Wings, common areas and amenities etc., as may be permissible by law as per the plans sanctioned and to be sanctioned and to be revised from time to time. The Other Portions of said Lands will be developed by the Promoter (the Developer) in several phases over time and shall be registered with RERA as multiple projects as may be decided by the Promoter (the Developer) at its sole discretion from time to time.

J. The Promoter (the Developer) is desirous of developing the said Lands by utilizing all the (present and future) inherent Floor Space Index ("FSI"), all the beneficial /additional/ ancillary/ compensatory/ incentive FSI/TDR, fungible FSI etc., other permissible FSI/TDR for staircases, lifts, lift lobbies and other areas permitted either by way of payment of premium or free of cost or otherwise howsoever, arising out of the said Lands and/or in respect of the amalgamated property (i.e. in the event the said Lands are amalgamated with other property (s)) and full or part of the FSI/TDR granted/to be granted in lieu of surrender of any proposed development plan road or any amenity etc., set back or other reservation and/or any additional FSI and/or any other advantage, benefit, privilege, relaxation, special concession, as shall be permitted under the policies, laws, applicable Development Control Regulations, (hereinafter referred to as the "DCPR") etc., as maybe in force and/or as may be revised / amended from time to time (all of which is hereinafter collectively referred to as "Maximum Development Potential") in accordance with the layout plans, building plans, commencement certificate(s), permissions, sanctions, approvals, no objection certificate, consents, completion certificate, occupancy certificate and all other regulatory approvals, clearances, permits (hereinafter collectively referred to as "Approvals") granted/to be granted from time to time by semi-government, revenue or statutory authority, government department, commission, board, tribunal or court or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other authority thereof, including MBMC or any local authorities (hereinafter collectively referred to as "said Governmental Authorities") in respect thereof.

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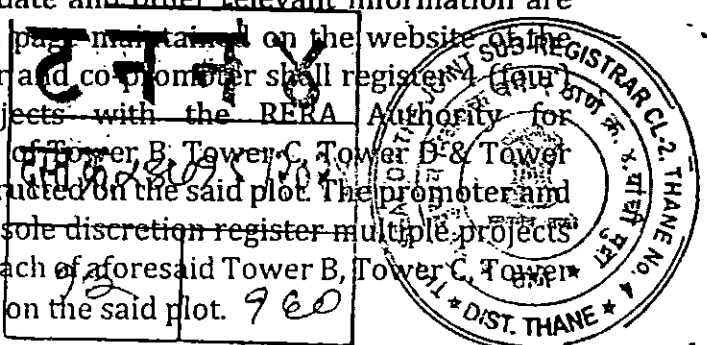
K. The Co-Promoter (the Land Owner), prior hereto has expressly disclosed to the Allottee/ and hereby once again clarifies that the present building/wings plans are interim plans and that Promoter (the Developer) has reserved its right and shall further amend, change or revise the Approvals including the Sanctioned Building Plans, from time to time without affecting the area of the said Premises (defined herein below) so as to utilize / consume the Maximum Development Potential and/or part thereof.

L. The MBMC has issued a Commencement Certificate dated 31/01/2024 bearing Ref. No. MBMC/NR/3595/2023-24, granting permission to the

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Promoter (the Developer) for carrying out construction up to Gr/St + 4 Podiums + 5th to 37th Floors of Tower A on said Plot (hereinafter referred to as the "CC"). A copy of CC is annexed hereto and marked as Annexure "C". A copy of the sanctioned layout plan is annexed hereto and marked as Annexure "D".

- M. The development of the entire said Lands (comprising of development of the said Plot and Other Portions of the said Lands) shall be collectively referred to as the "Larger Project". The Promoter (the Developer) shall develop the said Lands/Larger Project in several phases over a period of time. In the first phase of development of the said Lands, the Promoter (the Developer) shall develop the said Plot by constructing thereon 5 wings namely Tower A, Tower B, Tower C, Tower D & Tower E. Each of the aforesaid Buildings shall comprise of Gr. + 4 Podiums + 33 Upper Floors or such further/additional floors as may be approved by the relevant authority from time to time and certain common areas, amenities and facilities which are more broadly set out in Third Schedule hereunder written (hereinafter referred to as the "Said Common Areas, Amenities and Facilities"), on the said Plot by utilising the Maximum Development Potential in accordance with the Approvals obtained from time to time from Governmental Authorities and in compliance of the applicable laws including the provisions of the DCPR;
- N. The entire development/construction on a portion of the said Plot is registered as a standalone 'real estate project' known as "WINDERMERE - TOWER A" (hereinafter referred to as the "said Project") with the Maharashtra Real Estate Regulatory Authority (hereinafter referred to as "said RERA Authority") under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016, (hereinafter referred to as the "RERA Act") 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 Disclosure on Website) Rules, 2017 and other applicable rules (hereinafter collectively referred to as the "RERA Rules"). The said Plot is delineated in a yellow colour boundary line on the plan annexed hereto and marked as Annexure "B". The RERA Authority has issued a certificate of registration bearing number P51700052078 dated 19/07/2023 for the said Project (hereinafter referred to as the "RERA Certificate"). A copy of the RERA Certificate, all the Approvals granted till date and other relevant information are available on the said Project's page maintained on the website of the RERA Authority. The promoter and co-promoter shall register different and separate projects with the RERA Authority for development and construction of Tower B, Tower C, Tower D & Tower E each respectively to be constructed on the said plot. The promoter and co-promoter may also at their sole discretion register multiple projects with RERA authorities for the each of aforesaid Tower B, Tower C, Tower D & Tower E to be constructed on the said plot. 900



- O. For the purpose of constructing the said Project, Promoter (the Developer) has entered into a standard agreement with Nakasha Architects, Architects, duly registered with the Council of Architects. The

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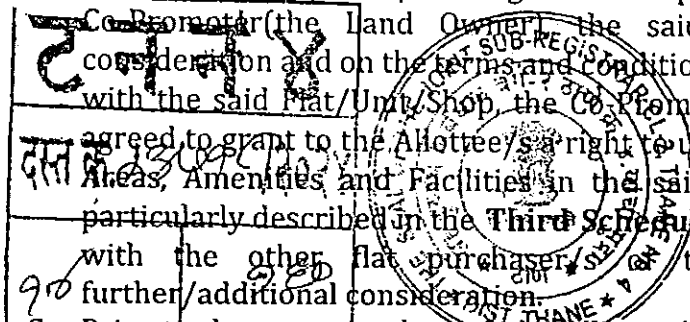
Promoter (the Developer) has also appointed JW Consultants LLP as the structural engineer for preparation of the structural designs and drawings of the said Project. The development of the said Project shall be under the supervision of the aforementioned architect and the structural engineer.

P. Copy of the Property Register Card or 7/12 extract reflecting the name of the Co-Promoter (the Land Owner) as owner in respect of the said Lands and a copy of the Legal Title Report dated 22/12/2022 issued by Adv. S. P. Singh, have been annexed hereto and marked as ANNEXURES "E" AND "F", respectively.

Q. The Co-Promoter is entitled to sell the said premises (defined hereunder) as the same forms the part of the co-promoters share.

R. The Allottee/s being desirous of acquiring a Flat/Unit/Shop in Tower A ("New Building") proposed to be constructed on the said Plot approached the Co-Promoter (the Land Owner) and requested to allot to him/her/it/them, a Flat/Unit/Shop no. 1004, of RERA carpet area admeasuring 60.80 square meters plus other usable carpet area admeasuring 9.71 Sq. Meters and total usable area admeasuring 70.51 Sq. Meters on the 10th floor in the building Tower A, which is delineated by red outline on the proposed floor plan annexed hereto and marked as Annexure "G" and more particularly described in **FOURTH SCHEDULE** hereunder written (hereinafter referred to as the "said Flat/Unit/Shop") along with No car parking space/s (hereinafter referred to as the "Car Parking Space") relying on the representations, warranties and undertakings given by the Allottee/s herein, the Co-Promoter (the Land Owner) has agreed to sell and allot to the Allottee/s and the Allottee/s has/have agreed to acquire and purchase from the Co-Promoter (the Land Owner) the said Flat/Unit/Shop for the consideration and on the terms and conditions mentioned herein. Along with the said Flat/Unit/Shop, the Co-Promoter (the Land Owner) has agreed to grant to the Allottee/s a right to use in common the Common Areas, Amenities and Facilities in the said project which are more particularly described in the **Third Schedule** hereunder written along with the other flat purchaser/s of the said project for no further/additional consideration.

S. Prior to the execution hereof, the Allottee/s has/have demanded from the Co-Promoter (the Land Owner) and the Co-Promoter (the Land Owner) has given inspection and furnished to the Allottee/s, copies of all the documents of title relating to the said Lands, in principle Approvals, the designs and specifications prepared by the Promoter's (the Developer) Architect and all other documents/information as specified under RERA Act and RERA Rules made thereunder in respect of the said Project. The Allottee/s has/have examined the aforesaid documents as well as has/ have caused it to be examined by his/her/their/its advocates and consultants and thereafter is/are completely satisfied with the (i) title of Co-Promoter (the Land Owner) to the said Lands and entitlement of Promoter (the Developer) to



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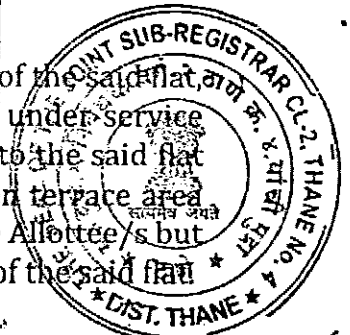
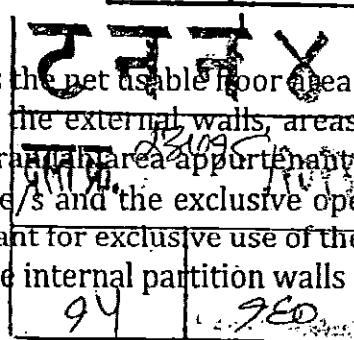
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develop the said Lands; (ii) aforesaid in principle Approvals; (iii) entitlement of the Co-Promoter (the Land Owner) to sell the constructed area (forming part of Co-Promoter's (the Land Owner) Share) in the Larger Project and (iv) the nature of rights in respect of the said Project and the Larger Project reserved by Promoter (the Developer) unto themselves. The Co-Promoter (the Land Owner) has answered all the requisitions of the Allottee/s to the complete satisfaction of the Allottee/s and the Allottee/s agree/s and undertake/s not to raise any further queries and/or objections henceforth. This Agreement is entered into by the Allottee/s after seeking necessary legal advice and being fully satisfied legally.

T. The Co-Promoter (the Land Owner) has sole and exclusive right to sell the Flat/Unit/Shop and such other areas as deemed fit, in the said Project to be constructed by it on the said Lands which forms a part of the Co-Promoter (the Land Owner) Share and is fully competent to enter into agreement/s with the Allottee/s for sale of the same and to receive the sale proceeds in respect thereof.

U. In the event, the Allottee/s is/are Non Resident Indian (N.R.I.), then Allottee/s represents and assures to the Co-Promoter (the Land Owner) that he/she/it/they have procured the necessary/statutory permissions from the Reserve Bank of India or any other Governmental Authorities required to be allotted the said Premises and the said Car Parking Space and that the Co-Promoter (the Land Owner) shall not be held liable for deficiency of any statutory permissions not being available or procured by the Allottee/s.

V. The "RERA Carpet Area" means the net usable floor area of the said flat, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area appurtenant to the said flat for exclusive use of the Allottee/s and the exclusive open terrace area appurtenant to the said flat meant for exclusive use of the Allottee/s but includes the area covered by the internal partition walls of the said flat



W. Prior to the execution of this Agreement, the Allottee/s has/have paid to the Co-Promoter (the Land Owner) a sum of **Rs. 10,00,000/- (Rupees Ten lakh only)** as and by way of token money / earnest money towards the said Flat/Unit/Shops and which upon execution hereof shall be deemed to be adjusted towards Purchase Price (defined hereinbelow), (the payment and receipt whereof the Co-Promoter (the Land Owner) do hereby admit and acknowledge and of and from the payment thereof and every part thereof release, discharge, and acquit the Allottee/s absolutely and forever) and the Allottee/s has/ have agreed to pay to the Co-Promoter (the Land Owner), the balance of the Purchase Price (defined hereinbelow) in the mode, manner and in accordance with Payment Plan set out under this Agreement.

X. The Allottee/s has/have entered into this Agreement with full knowledge of all the terms, conditions, stipulations and restrictions

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contained in the title documents, Approvals granted till date, complete understanding of the proposed stipulations restrictions and conditions to be performed and observed by Promoter (the Developer) or Co-Promoter (the Land Owner) and Allottee/s from time to time upon receipt of balance of the Approvals and knowing fully well that only upon due observance and performance thereof, the occupation certificate and building completion certificate in respect of the said Project/Larger Project shall be granted by the Governmental Authorities.

Y. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions declarations, warranties and covenants contained in this Agreement and all applicable laws in respect of the said Project/Larger Project, are now willing to enter into this Agreement inter alia as per the provisions of RERA to record the terms and conditions mutually agreed between them and admit the execution thereof with the office of the Sub-Registrar of Assurances under the provisions of the Registration Act, 1908.


Z. **RECITALS:**

The recitals stated above shall form an integral part of the operative portion of this Agreement as if the same have been set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and shall not form an operative part of this Agreement or Schedules and shall be ignored in construing the same.

AA. **TITLE:**

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The Co-Promoter (the Land Owner) has given inspection and furnished to the Allottee/s, copies of all the documents of title relating to the said Lands in principle Approvals, the designs and specifications prepared by the Promoter's (the Developer) Architect and all other documents as specified under RERA Act and RERA Rules made thereunder in respect of the said Project and the Larger Project and the Allottee/s has/have examined the aforesaid documents as well as has/ have caused it to be examined by his/her/their/its advocates and consultants. Accordingly, the Allottee/s confirm that the Allottee/s is/are completely satisfied with the (i) title with respect to the said Lands; (ii) aforesaid in principle Approvals; (iii) entitlement of the Co-Promoter (the Land Owner) to sell the said Flat/Unit/Shops, (iv) the nature of rights in respect of the said Project and the Larger Project reserved by Promoter (the Developer) unto themselves and (v) phases of development of the said Lands/Larger Project. The Co-Promoter (the Land Owner) has answered all the requisitions of the Allottee/s to the complete satisfaction of the Allottee/s and the Allottee/s agree/s and undertake/s not to raise any further queries and/or objections henceforth. The Allottee/s confirm that he/she/it/they have entered into this Agreement after seeking necessary legal advice and being fully satisfied legally.

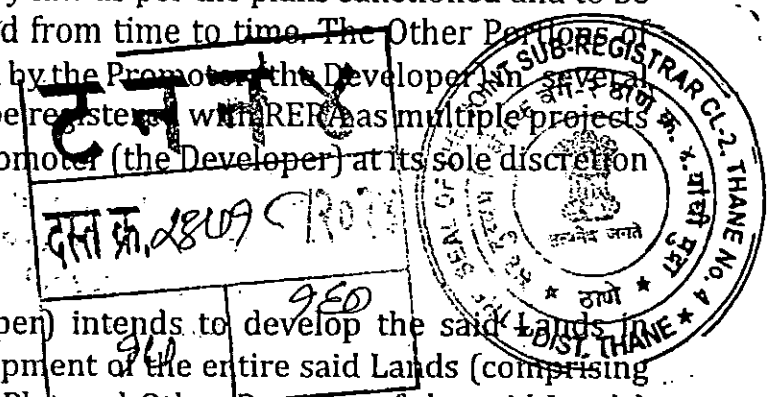


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BB. PROJECT:

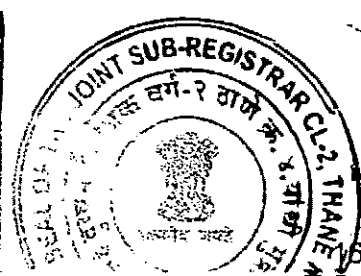
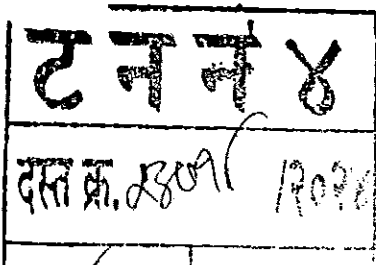
- a. The said Lands are notionally segregated into different portions of lands namely (i) the demarcated plot of land which is identified and delineated in a green colour boundary line on the plan hereto annexed and marked as Annexure "B" admeasuring **21,973 square meters** (hereinafter referred to as the "said Plot"), and more particularly described in the **Second Schedule** hereunder written and (ii) the balance demarcated portion of land which is identified and delineated in a green colour boundary line on the plan hereto annexed and marked as Annexure "B" (hereinafter referred to as the "**Other Portions of said Lands**").
- b. As per the current sanctioned plans, on the said Plot, the Promoter (the Developer) shall construct as per the current proposed sanctioned plans, on the said Plot, the Promoter (the Developer) shall construct 5 Towers namely Tower A, Tower B, Tower C, Tower D & Tower E shall comprise of Gr. + 4 Podiums + 33 Upper Floors or such further/additional floors as may be approved by the relevant authority from time to time. The Promoter intends to construct shops/commercial units on certain portion of Ground/ST + 1st podium and 2nd Podium Levels in a aforesaid Tower No. A to C and the remaining portion of 3rd and 4th Podium Levels in aforesaid Tower A to C, shall be parking floors. This the shops proposed to be constructed on certain portion Gr/St + 1st and 2nd Podium of the aforesaid Tower A to C shall have commercial user and flats proposed to be constructed from 5th level to 37th levels or such further/additional floors as may be approved by relevant authority from time to time. The 3rd and 4th Podium levels of aforesaid Tower A to E shall be parking Floors. The said Plot may be developed in single phase or multiple phases over the period of time as per the sole discretion of the Promoter.
- c. On the Other Portions of said Lands, the Promoter (the Developer) shall construct such Towers, Buildings, Wings, common areas and amenities etc., as may be permissible by law as per the plans sanctioned and to be sanctioned and to be revised from time to time. The Other Portions of said Lands will be developed by the Promoter (the Developer) in several phases over time and shall be registered with RERA as multiple projects as may be decided by the Promoter (the Developer) at its sole discretion from time to time.
- d. The Promoter (the Developer) intends to develop the said Lands in multiple phases. The development of the entire said Lands (comprising of development of the said Plot and Other Portions of the said Lands) shall be collectively referred to as the "**Larger Project**". The Promoter (the Developer) shall develop the said Lands/Larger Project in several phases over a period of time. In the first phase of the development of the said lands, Promoter (the Developer) shall develop the Plot by constructing thereon construct 5 Towers namely Tower A, Tower B, Tower C, Tower D & Tower E. Each of the aforesaid tower nos. A to E shall comprise of Gr. + 4 Podiums + 33 Upper Floors or such further/additional floors as may be approved by the relevant authority



Handwritten signatures and names: *3*, *NH*, *Ritesh*, *Pujita*, *Meena Devi* (with initials *MD*).

from time to time and certain common areas, amenities and facilities, which are more broadly set out in **Third Schedule** appended hereunder (hereinafter referred to as the "**Common Areas and Amenities and Facilities**"), on the said Plot by utilising the Maximum Development Potential in accordance with the Approvals obtained from time to time from Governmental Authorities and in compliance of the applicable laws including the provisions of the DCPR;

- e. Notwithstanding anything contrary mentioned in this Agreement or any other document/s, the Allottee/s understands, undertakes, agrees and confirms that the scheme of development with respect to common areas, amenities and facilities etc. shall be different for said Plot and Other Portions of said Lands. The purchasers of flats/units/premises in buildings/structures constructed/ to be constructed on Other Portions of said Lands shall be entitled to exclusively use the common areas, amenities and facilities etc. built/ to be built/constructed/located on Other Portions of said Lands and shall not be entitled to use the common areas, amenities and facilities etc. built/ to be built/constructed/located on the said Plot and the purchasers of Flat/Unit/Shops in buildings/structures constructed/ to be constructed on the said Plot shall be entitled to exclusively use the common areas, amenities and facilities etc. built/ to be built/constructed/located on the said Plot and shall not be entitled to use the common areas, amenities and facilities etc. built/ to be built/constructed/located on the Other Portions of said Lands. The Allottee/s shall not raise any dispute, objection or hindrance to the aforesaid in future also and/or not do any act, deed, or thing contrary to the above. The Allottee/s hereby waive all his/its rights with respect to the common areas, amenities and facilities etc. built/ to be built/constructed/located on Other Portions of said Lands. The Allottee/s further agrees and confirms that the deed of conveyance/lease deed to be ultimately executed in favour of the Society/Apex Body with respect to the land and building/s will also incorporate suitable clauses in respect of the aforesaid.
- f. The entire development/construction on the said Plot is registered as a standalone 'real estate project' known as "**WINDERMERE - TOWER A**" (hereinafter referred to as the "**said Project**") with the Maharashtra Real Estate Regulatory Authority (hereinafter referred to as "**said RERA Authority**") under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016, (hereinafter referred to as the "**RERA Act**") 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 Disclosure on Website) Rules, 2017 and other applicable rules (hereinafter collectively referred to as the "**RERA Rules**"). RERA Authority has issued a certificate of registration bearing number P51700052078 dated 19/07/2023 for the said Project (hereinafter referred to as the "**RERA Certificate**") Annexure "I". A copy of the RERA Certificate, all the Approvals granted till date and other relevant information are available on the said Project's page maintained on the website of the RERA Authority.



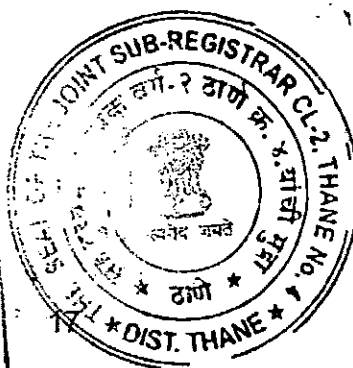
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NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED, DECLARED AND CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. The Promoter shall construct the said building to be known as "WINDERMERE TOWER-A" on the project land in accordance with the plans designs and specifications as approved by the concerned local authority from time to time.
2. The Allottee/s hereby agree/s to purchase and acquire from the Co-Promoter (the Land Owner) and the Co-Promoter agrees to sell to the allottee Flat/Unit/Shop no. **1004**, of RERA carpet area admeasuring square meters **60.80** Sq. Meters plus other usable carpet area admeasuring **9.71** Sq. Meters and total usable area admeasuring **70.51** Sq. Meters of on the **10th** floor in the building Tower A, which is delineated by red outline on the proposed floor plan annexed hereto and marked as Annexure "G" and more particularly described in **FOURTH SCHEDULE** hereunder written (hereinafter referred to as the "said Premises") for the consideration of **Rs. 96,67,500/- (Rupees Ninty-Six lakhs Sixty Seven Thousand Five Hundred only)** (hereinafter referred to as the "Purchase Price") including **Rs. Nil** being the proportionate price of the common areas and facilities in the said Project.
 - i. The Allottee/s hereby agrees to purchase from the Co-Promoter (the Land Owner) and the Co-Promoter (the Land Owner) hereby agrees to allot to the allottee **No** car parking space Situated at Stilt / Stack in Parking Tower for an additional consideration of **NIL**.
 - ii. The total aggregate consideration amount for the Flat/Unit/Shops without the covered car parking spaces is thus **Rs. 96,67,500/-**
 - iii. Prior to the execution of this Agreement, the Allottee/s has/have paid to the Co-Promoter (the Land Owner), a sum of **Rs. 10,00,000/- (Rupees Ten Lakhs only)** as and by way of token money / earnest money towards the said Flat/Unit/Shops which upon execution hereof shall be deemed to be adjusted towards Purchase Price; (the payment and receipt whereof the Co-Promoter (the Land Owner) do hereby admit and acknowledge and of and from the payment thereof and every part thereof release, discharge, and acquit the Allottee/s absolutely and forever). The Allottee/s hereby agree/s to pay to the Co-Promoter (the Land Owner) the balance Purchase Price of **Rs. 86,67,500/- (Rupees Eighty Six Lakh Sixty Seven Thousand Five Hundred only)** in the following manner:

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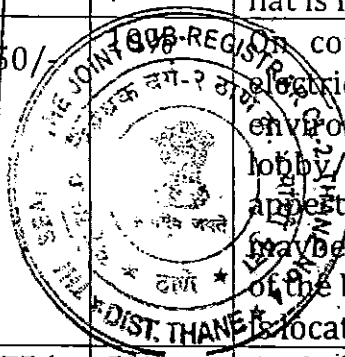
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Sr	Amount in Rupees	% slab	Particulars
1	9,66,750/-	10%	To be paid before registration of the present agreement.
2	19,33,500/-	20%	To be paid on or after or the execution of Agreement
3	14,50,125/-	15%	On Plinth / Foundation Stage (including car park amount)
4	3,86,700/-	4%	On or before 3 rd Slab
5	2,90,025/-	3%	On or before 5 th Slab
6	2,90,025/-	3%	On or before 10 th Slab
7	2,90,025/-	3%	On or before 15 th Slab
8	2,90,025/-	3%	On or before 20 th Slab
9	2,90,025/-	3%	On or before 25 th Slab
10	2,90,025/-	3%	On or before 30 th Slab
11	2,90,025/-	3%	On or before 37 th Slab
12	4,83,375/-	5%	On completion of walls, internal plaster, flooring, doors and windows of the said flat
13	4,83,375/-	5%	On completion of Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said flat
14	4,83,375/-	5%	On completion of External Plumbing, External Plaster, elevation, terraces with waterproofing of the building in which the flat is located.
15	9,66,750/-	10%	On completion of the lifts, water pump, electrical fittings, electro, mechanical and environments requirements, entrance lobby/s, plinth protection, paving of areas appertain and all another requirement as maybe prescribed in the agreement of sale of the building or wing in which the said flat is located.
16	4,83,375/-	5%	At the time of handing over the possession of the apartment to the allotted on or after receipt of occupancy certificate or completion certificate.
	96,67,500/-	100%	

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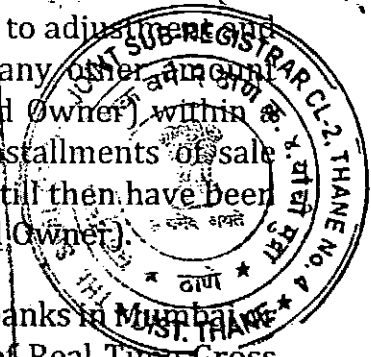
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The Allottee/s agree/s and undertake/s to accept and not dispute the certificate of the stage of completion of the said New Building as set out in the demand letter issued by the Co-Promoter (the Land Owner) or by any other person for and on behalf of the Co-Promoter (the Land Owner), for raising a demand of the corresponding instalment of the Purchase Price and further undertakes to pay the amounts mentioned in the demand letter within 15 (fifteen) days of demand letter being sent by Co-Promoter (the Land Owner) to the Allottee/s in a separate account opened by Co-Promoter (the Land Owner) for said purposes.

iv. It is hereby expressly agreed that the timely payment of each of the installments of the Purchase Price and other amounts payable hereunder is the essence of this Agreement. If the Allottee/s fails to make the payment/s within a period of 15 (Fifteen) days as set out hereinabove, then the same shall be considered as a default in payment and the Co-Promoter (the Land Owner) shall be entitled to charge and the Allottee/s shall be liable to pay the same along with interest thereon as per the provisions of RERA i.e. at the rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum for the period of default till the date of payment, as specified in the RERA Rules to the RERA Act. Without prejudice, the Allottee committing three defaults of payment of installments, the Co-Promoter (the Land Owner) shall at his own option, may terminate this agreement; provided that the Co-Promoter (the Land Owner) shall give notice of fifteen days in writing to the Allottee, by Registered A.D. at the address provided by the Allottee and mail at the email address provided by the Allottee, of his intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or beaches mentioned by the Co-Promoter within the period of notice then at the end of such notice period, the Landowner Promoter shall be entitled to terminate this agreement. Provided further that upon termination of this agreement as aforesaid, the Co-Promoter (the Land Owner) shall refund to the Allottee (subject to adjustment of recovery of any agreed liquidated damages or any other amount which may be payable to Co-Promoter (the Land Owner) within period of thirty days of the termination, the installments of sale consideration of the Flat/Units/Shops which may till then have been paid by the Allottee to the Co-Promoter (the Land Owner).

v. All payments shall be made by cheque drawn on banks in Mumbai demand draft payable at Mumbai or by means of Real Time Gross Settlement/ National Electronic Funds Transfer or by cheque in the name of the Co-Promoter (the Land Owner), till further instructions by the Co-Promoter (the Land Owner). The timely payment of each of the instalment/s of the Purchase Price and other amount/s as aforesaid shall be the essence of this Agreement. The Promoter (the

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Developer) or Co-Promoter (the Land Owner) shall maintain a separate account in respect of the sums received from the Allottee/s and that the Promoter (the Developer) or Co-Promoter (the Land Owner) shall be entitled to withdraw such amounts from this account and utilize the same as contemplated and permitted under the RERA Act read with RERA Rules.

Amount payable towards consideration:

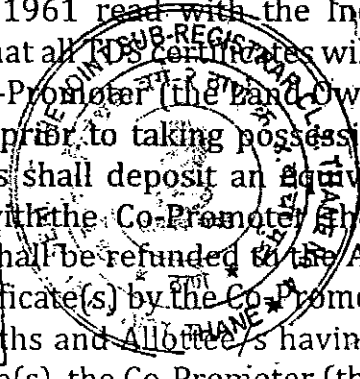
Name: Span Developers Windermere Wing A
Bank Name: SVC Co-Operative Bank Ltd.
Account No.: 103904180000866
IFSC Code: SVCB0000039
Branch: Bhayandar W, Thane

Amount payable towards GST/Taxes:

Name: Span Developers
Bank Name: SVC Co-Operative Bank Ltd
Account No.: 100404180003511
IFSC Code: SVCB0000004
Branch: Borivali E, Mumbai

- vi. The Allottee/s shall pay the aforesaid instalments of the Purchase Price and all other amounts payable under this Agreement to the Co-Promoter (the Land Owner) or Promoter (the Developer), as the case may be, after deducting therefrom the Tax Deducted at Source (TDS) ("said TDS") as per the provisions of Section 194-IA of the Income Tax Act, 1961 for the time being in force and/or any other statutory amendments/ modifications thereto and shall deposit the said amount to the credit of the Central Government and shall handover a TDS Certificate favoring the Co-Promoter (the Land Owner) or Promoter (the Developer) in the prescribed Form No.16B for the same, within the statutory period as prescribed under the Income Tax Act, 1961 read with the Income Tax Rules, 1962. Provided further that all TDS Certificates will be handed over by the Allottee/s to the Co-Promoter (the Land Owner) or Promoter (the Developer) (5) days prior to taking possession and upon failure to do so the Allottee/s shall deposit an equivalent amount as an interest free deposit with the Co-Promoter (the Land Owner), which interest free deposit shall be refunded to the Allottee/s only upon receipt of the TDS certificate(s) by the Co-Promoter (the Land Owner). Upon lapse of 4 months and Allottee/s having not furnished the requisite TDS certificate(s), the Co-Promoter (the Land Owner) shall be entitled to appropriate the said interest free deposit towards such deficit in payment of Purchase Price. It is clarified that the Allottee/s shall be entirely responsible for any delay and/ or default in complying with the provisions of Section 194-IA of the Income Tax Act, 1961.

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- vii. The Co-Promoter (the Land Owner) herein has specifically informed the Allottee/s and the Allottee/s hereby agree, confirm and undertake that irrespective of any disputes, which may arise between the Co-Promoter (the Land Owner) and the Allottee/s, the

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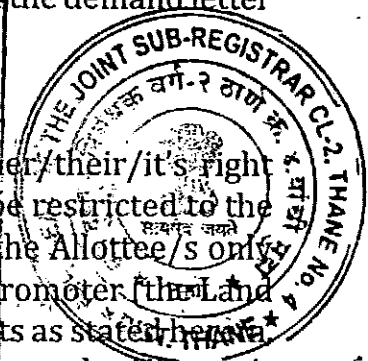
Allottee/s shall punctually pay all amounts payable towards Purchase Price along with all taxes payable on sale or transfer of the said Premises and shall not withhold the same for any reason whatsoever.

- viii. Any payments by the Allottee/s shall first be adjusted towards interest payable and any other due from the Allottee/s and the balance, if any, shall be adjusted against the payment which is due against the Purchase Price. The Allottee/s authorizes the Co-Promoter (the Land Owner) to adjust/appropriate all payments made by the Allottee/s under any head(s) and in any order as the Co-Promoter (the Land Owner) may deem fit and proper against any outstanding dues of the Allottee/s under this Agreement.
- ix. The Purchase Price is escalation-free, save and except escalations/increases, due to increase on account of sums, levies, deposits, amounts, cess, duties, rent, premium, development charges, betterment charges and/or assignments and/or charges of any nature whatsoever (present or future), including, local body tax, labour welfare cess, fire cess, imposed levied or recovered by Governmental Authorities as per the laws in force today or those that may become enforceable and payable at any time in future (prospective or retrospective) as are or may be applicable and/or payable hereunder or in respect of the said Premises or otherwise. The Allottee(s) confirms and agrees that he/she/it/they shall be solely and exclusively liable to pay the aforesaid amounts as and when demanded by the Co-Promoter (the Land Owner) without any delay, demur or protest. The Co-Promoter (the Land Owner) shall while raising a demand on the Allottee/s for the aforesaid, enclose the supporting documents to that effect along with the demand letter issued to the Allottee/s.

- x. The Allottee/s agree/s and confirm/s that his/her/their/it's right under this Agreement or otherwise shall always be restricted to the said Premises only and such right will accrue to the Allottee/s only on the Allottee/s making full payment to the Co-Promoter (the Land Owner) of the Purchase Price and all other amounts as stated herein strictly in accordance with this Agreement and only on the Allottee/s performing and complying with all other terms, conditions, covenants, obligations, undertakings etc. recorded herein.

- xi. The standard fixtures and fittings to be provided in the said Premises are those that are set out in Annexure "H" hereto. The Allottee/s confirm/s that the Promoter (The Developer) and Co-Promoter (the Land Owner) shall not be liable to provide any other fixtures and fittings save and except those mentioned in the Annexure "H" hereto. Further, the Allottee/s confirm/s and consent/s that the Promoter (the Developer) has/ have full right to change the standard fixtures and fittings to be provided in the circumstances wherein there is an uncertainty about the availability of fixtures and fittings required to

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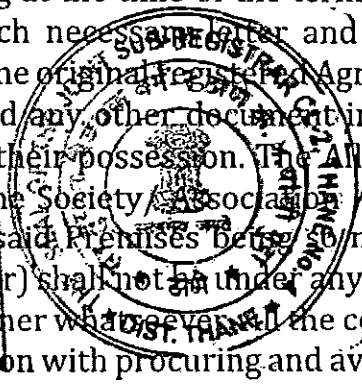
Handwritten signatures and names: Ritesh, Meena Dasi Gupta

be provided either in terms of quantity/ quality / delivery schedule and/or for any other reason beyond the control of the Promoter (the Developer), and in lieu thereof provide fixtures and fittings of equivalent quality. The Allottee/s agrees not to claim any reduction or concession in the Purchase Price due and payable to the Co-Promoter (the Land Owner) on account of any such change or substitution in the fixtures and fittings in the said Premises.

3. ALLOTTEE(S) FINANCING CONTINGENCY

The Allottee/s may obtain finance from any financial institution/bank or any other source but the Allottee/s obligation to purchase the said Premises pursuant to this Agreement shall not be contingent on the Allottee/s ability or competency to obtain such financing and the Allottee/s will remain bound to perform its obligations under this Agreement whether or not he/she/it/they has/have been able to obtain finance for the purchase of the said Premises or any reason whatsoever. The Allottee/s hereby agrees that he/she/it shall not be absolved from his/her/its/their liabilities and obligations under this Agreement in case bank/financial institute doesn't sanction loan or delays in sanctioning loan or delay in disbursements for any reasons whatsoever. Further, in the event that the Allottee/s obtains a loan after execution of this Agreement against the security of the said Premises, then it shall be solely the Allottee/s responsibility to satisfy any charge/lien in respect of the said Premises and the Co-Promoter (the Land Owner) shall not be liable in any form or manner whatsoever. It is clarified that in the event, the Allottee/s defaults in its payment obligation to such lender, the rights of such lender shall be subject to the first charge of the Co-Promoter (the Land Owner) on the said Premises for the entire Purchase Price, said Taxes, said Outgoings and all other amounts payable by the Allottee/s under this Agreement. Further, in the event that this Agreement is cancelled at any time, then the Allottee/s shall clear the mortgage debt outstanding at the time of the termination / cancellation and obtain the NOC or such necessary letter and other documents including but not limited to the original registered Agreement for Sale, Registration Receipt, Index A and any other document in respect of the said Premises which may be in their possession. The Allottee/s shall inform and give proper notice to the Society/Association / Condominium as and when formed, about the said Premises being mortgaged and the Co-Promoter (the Land Owner) shall not be under any obligation to provide such intimation in any manner whatsoever. All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the loan, mortgage of the said Premises and/or Car Parking Space shall be solely and exclusively borne and incurred by the Allottee(s). The Co-Promoter (the Land Owner) shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.

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4. TAXES:

i. The Purchase Price and also all other amounts as may be due and payable by the Allottee/s under this Agreement are exclusive of all the

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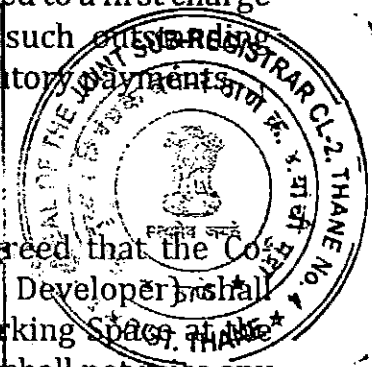
taxes, levies, duties, cesses etc. All such taxes, levies, duties, cesses including but not limited to Goods and Service Tax (GST), Works Contract Tax, Swachh Bharat Cess, Krishi Kalyan Cess, land under construction tax, LBT and/or all other direct / indirect taxes, duties, impositions etc, levied by the Central and/or State Government and/or any local, public or statutory authorities / bodies etc., or any other tax/liability on account of this transaction and/or payable on the Purchase Price and/or any other amounts payable under this Agreement required to be paid as per the provisions of the applicable laws (hereinafter collectively referred to as the "said Taxes") shall be borne and paid by the Allottee/s alone. The Co-Promoter (the Land Owner) shall never be liable, responsible and/or required to bear and / or pay the said Taxes or any part thereof.






- ii. Upon intimation by Co-Promoter (the Land Owner), the Allottee/s shall bear and pay (or reimburse to the Co-Promoter [the Land Owner]) the said Taxes, in a separate account as mentioned above opened by the Co-Promoter (the Land Owner) as mentioned above. Provided further that the Co-Promoter (the Land Owner) shall not be bound to accept the payment of any installment of Purchase Price unless the same is paid along with the amount of the said Taxes. The Allottee/s shall be deemed to have committed default in payment of installment of Purchase Price due to the Co-Promoter (the Land Owner) if such payment is not accompanied with the said Taxes as applicable.
- iii. In the event or in case of default by the Allottee/s in the payment of said Taxes or further statutory payments, liabilities in respect of the said Premises or relating to present transaction then (a) the same will be payable along with interest as mentioned in this Agreement; and (b) the Co-Promoter (the Land Owner) will be entitled to a first charge and lien on the said Premises to the extent of such outstanding amounts in respect of the said Taxes including statutory payments.

5. CAR PARKING SPACE:

- i. The Allottee/s has been made aware and has agreed that the Co-Promoter (the Land Owner) or Promoter (the Developer) shall determine the location and number of the Car Parking Space at the later date as per their discretion and the Allottee/s shall not raise any claim, dispute, concern or objection to the same under any circumstances whatsoever.
- ii. The Allottee/s shall use the said Car Parking Space only for the purpose of parking the Allottee/s' own vehicle. The parking space is for parking light, small and mid-sized motor vehicles only and not for parking lorry, tempo, public transport vehicle etc. It is clarified and the Allottee/s agree/s and confirm/s that the Co-Promoter (the Land Owner) or Promoter (the Developer) shall not be responsible or liable, in case the Allottee/s car does not fit into the said Car Parking Space. The Allottee/s acknowledge/s that the said Car Parking Space

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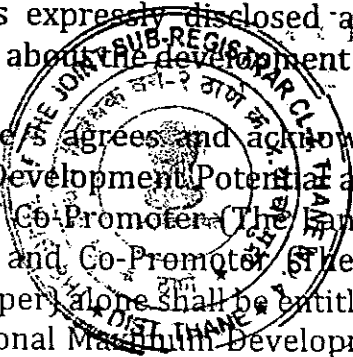
shall be held by Allottee/s as one composite unit along with the said Flat/Unit/Shops and the Allottee/s shall not be entitled to transfer the use and enjoyment of said Car Parking Space without the said Flat/Unit/Shops.

- iii. The allotment of the said Car Parking Space shall be final as allotted by the Promoters and the same shall be ratified by the Society/Association/ Condominium (as may be formed) where allottee/s will be the members. The rules governing such use of the said Car Parking Space shall be framed and administered by the Promoter (the Developer) and after conveyance of the said Lands and said New Building in favour of the Society/ Association/ Condominium (as may be formed) shall accept the same.
- iv. All unallotted car parking spaces shall always be the sole and absolute property of the Promoter (the Developer) which the Promoter (the Developer) shall be fully entitled to sell, allot, deal with or dispose off as it may deem fit even after the conveyance of the said Lands are executed in favour of the Apex Society/ Apex Federation Apex Condominium (as may be formed).
- v. The Allottee/s agree/s, confirm/s and clarify/s that the allotment of car parking space(s) is not an arrangement for custody of vehicle by the Promoter (the Developer) or Co-Promoter (the Land Owner) and/or Society/Association/ Condominium. The parking arrangement does not include any security or any liability on the part of Promoter (the Developer) or Co-Promoter (the Land Owner) and/or Society/Association/ Condominium, related to any damage to the vehicle and/or anything inside it or on it.






6. PLANS AND UTILIZATION OF MAXIMUM DEVELOPMENT POTENTIAL:

i. The Allottee/s agrees and confirms that the Co-Promoter (the Land Owner) has expressly disclosed and that he/ she/ it/ they have understood about the development scheme of the said Lands.

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ii. The Allottee/s agrees and acknowledges that any increase in the Maximum Development Potential at any time hereafter, shall be the property of Co-Promoter (The Land Owner) and/or Promoter (the Developer) and Co-Promoter (The Land Owner) and/or Promoter (the Developer) alone shall be entitled to the entire benefit and use of such additional Maximum Development Potential for the purpose of the development and /or additions to the built-up area on the said Lands and/or any other land as may be permissible. It is also agreed by the Allottee/s that even after Society / Association / Condominium and Apex Body shall have been formed in respect of the said Project in which the said Premises is located, the Promoter (the Developer) alone shall continue to retain full right and authority to utilize the

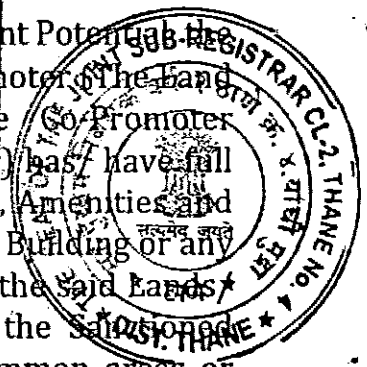





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Maximum Development Potential on the said Lands or any other land as deemed fit.

iii. The Allottee/s expressly consents to all variations, alterations, amendments, modifications, changes, new designs, scheme of development of the said Lands etc. as may be decided by Co-Promoter (The Land Owners) and/or Promoter (the Developer) at its sole discretion including without limitation, to the layout & building plans of the said Project and/or the Larger Project, Common Areas, Amenities and Facilities, common areas, amenities and facilities of the Larger Project, other development on said Lands and/or details and specifications in respect of said Project and/or the Larger Project and/or varying the access to the said Project which arises on account of and/or if the same is required for the purpose of efficacious planning and exploitation of Maximum Development Potential and/or to utilize the balance/unutilized FSI / TDR and/or development potential, benefits in respect of the said Lands thereof as available presently or that as may be available in future on the said Lands including the said Lands or any part thereof and the said Project and/or the Larger Project and the Allottee/s further agree/s and undertake/s not to raise any claim, demand or dispute of any nature whatsoever in respect thereof as long as such variations, alterations or amendments or deletions proposed by the Co-Promoter (The Land Owners) and/or Promoter (the Developer) does not affect the location and/or area of the said Premises. In the event any law, for the time being in force, requires Co-Promoter (The Land Owners) and/or Promoter (the Developer) to obtain consent of all the purchasers and/or allottee/s in the said project, then the Allottee/s shall not unreasonably withhold such consent and shall not claim any amount, consideration, compensation, etc, and shall consent, fully co-operate and assist the Co-Promoter (The Land Owners) and/or Promoter (the Developer) or in respect thereof.

iv. To utilise and consume the said Maximum Development Potential the Allottee/s hereby expressly consent/s to the Co-Promoter (The Land Owners) and/or Promoter (the Developer) that the Co-Promoter (The Land Owners) and/or Promoter (the Developer) has/ have full rights and authority to re-design the Common Areas, Amenities and Facilities or increase the number of floors of the New Building or any buildings/structures proposed to be constructed on the said Lands Larger Project, amend the existing layout and/or the said Building Plans and/or add the recreation/open/common areas or realign any amenity space, open space, recreational area and passages and such other area or areas, utilise the said Maximum Development Potential even after completion of the Larger Project (including the said Project) and/or the execution and/or registration of the Deed of Conveyance/Lease of the said Lands to the Apex Body/ Apex Federation/ Apex Organization, whichever is later, as and when the Co-Promoter (The Land Owners) and/or Promoter (the Developer) may desire to do so. In the event any law, for the time being in force, requires the Promoter (the Developer) or Co-Promoter (the Land

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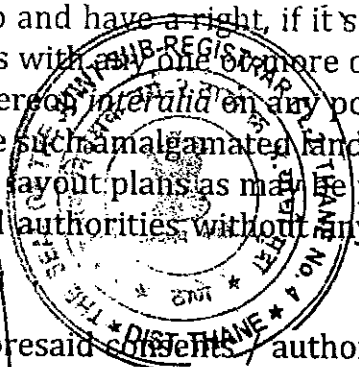
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Owner) to obtain consent of all the purchasers and/or allottee/s in the said Project and/or the Larger Project, then the Allottee/s shall not unreasonably withhold such consent and shall not claim any amount, consideration, compensation, etc. and shall consent, fully co-operate and assist the Promoter (the Developer) and/or Co-Promoter (the Land Owner) in respect thereof. All such additions, alterations, additional floors and/or structures shall be the sole property of the Promoter (the Developer) who shall be entitled to sell/ allot and/or otherwise deal with the same in the manner as they may desire and deem fit and proper in their sole and unfettered discretion. The Allottee/s shall not be entitled to claim any rebate in price or any other advances on the ground of the Co-Promoter (The Land Owners) and/or Promoter (the Developer) making/ enjoying additional monetary or other benefits.

v. It is agreed by and between the Parties that if the permitted FSI or density is not consumed in the said Project and/or the Larger Project being put up, the Co-Promoter (The Land Owners) and/or Promoter (the Developer) shall always have the right to put additional construction and/or consume the balance FSI and/or additional FSI of any other property whatsoever and the Allottee/s shall neither be entitled to claim any share, right, title or interest in such additional FSI / TDR as aforesaid nor shall they be entitled to raise any objection whatsoever in respect of its use by the Co-Promoter (The Land Owners) and/or Promoter (the Developer) in any manner they choose. The Promoter (the Developer) shall be entitled to float the FSI / TDR of the said Lands to any other property and vice versa if so permitted by the Governmental Authorities.

vi. As provided under the proviso to Rule 4(4) of the RERA Rules, the Co-Promoter (The Land Owners) and Promoter (the Developer) will be entitled to and have a right, if it so desires, to amalgamate/ join the said Lands with any one or more of the adjoining lands and to utilize the FSI thereof *inter alia* on any portion of the said Lands and also to sub-divide such amalgamated lands and to submit and/or amend the building / layout plans as may be permitted by MBMC and any other concerned authorities without any prior intimation/ consent of the Allottee/s.

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vii. All the aforesaid ~~consents~~ / authorizations shall be considered to be the Allottee/s' consent contemplated as per the provisions of section 7 of Maharashtra Ownership Flats Act 1967 and as per the provisions of section 14 of RERA Act.

viii. The Allottee/s agree and confirm that he/she/it/they shall not take any objection on the ground of any nuisance, noise and/ or shall not claim any easement rights and/ or any other rights in the nature of easement or other rights of any nature whatsoever and/ or shall not directly and/or indirectly do anything which will lead to or resulting in and/or shall not ask for an injunction, and/or prohibitory order

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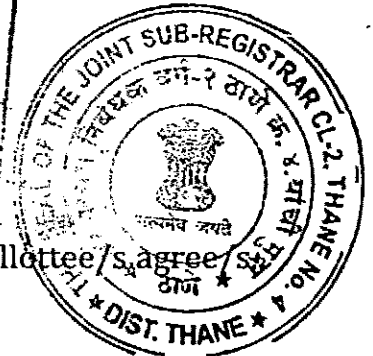
and/or calling the statutory authorities to issue stop work notice, and/or withdraw and/or suspend or cancel any orders passed and/or approved plans so as to prevent the Co-Promoter (The Land Owners) and/or Promoter (the Developer), or any of their nominees or transferees, from developing and/or to carry out additional construction, on the said Lands as provided herein.

- ix. The Allottee/s agree/s and confirm/s that any additional benefits arising out of the amenities/areas handed over/ to be handed over to MBMC or any other authority/ies by any reason whatsoever, the Co-Promoter (The Land Owners) and/or Promoter (the Developer) shall be exclusively entitled to make or use such claim or benefits/ advantages of the amenities and the Allottee/s or their nominee or assignee or Society / Association / Condominium or Apex Body if formed till then will not have any claim, objection or protest of any nature at any time in future hereafter.
- x. In the event of a portion of the said Lands being notified for setback, the Allottee/s hereby specifically and unconditionally agrees and undertakes that the Co-Promoter (The Land Owners) and/or Promoter (the Developer) alone shall be entitled to the TDR/ FSI and any other benefits/ advantages present or future arising out of the said setback area shall solely and exclusively belong to the Co-Promoter (The Land Owners) and/or Promoter (the Developer) alone.
- xi. The Allottee/s undertake/s, declare/s and confirm/s that at no point of time he/she/it/they or anybody on his/her/its/their behalf will raise any objections/ protest, claim of whatsoever nature on account of noise pollution, vibration, disturbance and like similar nature for construction and use of the aforesaid areas by the Promoter (the Developer).

7. **RIGHTS OF PROMOTER (THE DEVELOPER):** The Allottee/s, agree/ declare/s and confirm/s that:

- i. Save and except the said Common Areas, Amenities and Facilities, the Promoter (the Developer) or Co-Promoter (the Land Owner) shall not be liable, required and /or obligated to provide any other common areas, amenities and facilities on the said Project.
- ii. The Co-Promoter (The Land Owners) and/or Promoter (the Developer) is entitled to use the terrace including the parapet wall of the buildings to be constructed in said Project and/or the Larger Project for displaying the hoardings, signboards, and advertisement and/or publicity items. The Allottee/s shall not be entitled to raise any objection or claim any abatement in the price of the said Premises to

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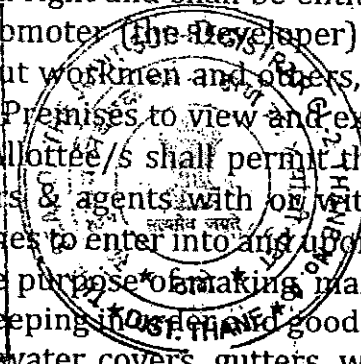
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be acquired by the Allottee/s and/or demand any compensation or damages on the ground of inconvenience or any other grounds whatsoever. The Allottee/s hereby agree/s, admit/s, acknowledge/s and confirms/ that benefits of such use, vests with and shall always accrue to the Co-Promoter (The Land Owners) and/or Promoter (the Developer), even after handing over of the management and administration of the said Project to and in favour of the Society/ Association/Condominium (as may be formed)/ Apex Body.

- iii. The said Larger Project shall always be known as "WINDERMERE" and this name shall not be changed without the prior written consent of the Promoter (the Developer).
- iv. The Allottee/s hereby authorize/s and permit/s the Co-Promoter (land owners) and Promoter (the Developer) to raise finance/ loan from any financial institution/ bank by way of mortgage/ charge/ securitization of receivables or in any other mode or manner by charge/ lien/ mortgage of the said Project and/or the Larger Project and/or the said Lands, subject to the condition that the said Premises shall be free from all encumbrances at the time of execution of these presents or the Promoter (the Developer) will deposit all sale proceeds thereof with the mortgagees towards repayment of the loan amount. The Allottee/s hereby expressly consents to the Co-Promoter (Land Owners) and Promoter (the Developer) creating a mortgage over the said Project and/or Larger Project and/or said Lands and all the buildings/structures proposed to be constructed on the said Lands/Larger Project in favor of any bank or financial institutions.
- v. The Promoter (the Developer) shall have irrevocable, unconditional and unfettered right and shall be entitled to and the Allottee/s shall permit the Promoter (the Developer) and its surveyors and agents with or without workmen and others, at all times, to enter into and upon the said Premises to view and examine the state and condition thereof. The Allottee/s shall permit the Promoter (the Developer), their surveyors & agents with or without workmen and others at reasonable times to enter into and upon the said Premises or any part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in good condition all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the said Project and also for the purpose of laying down, maintaining, repairing and also for the purpose of cutting of essential services including water supply to or any of the flats/units/shops in the said Project in respect whereof the purchasers of such other flats, as the case may be, shall have made default in paying his/her/their/its share of taxes, maintenance charges etc.
- vi. The Allottee/s agree/s and confirm/s that the sample flat if any, constructed by the Promoter (the Developer) and all furniture, items, electronic goods, amenities etc. provided therein are only for the

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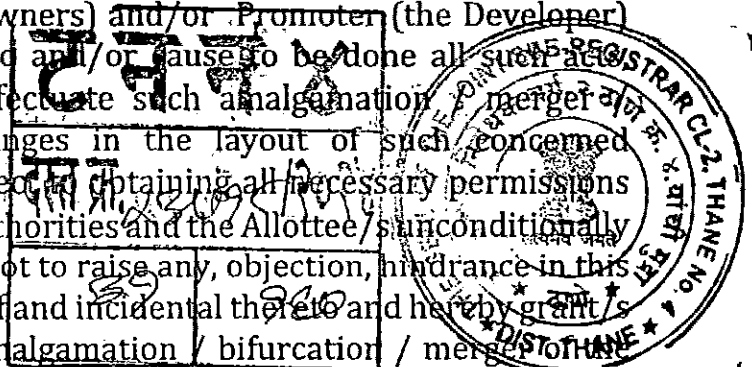
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purposes of show casing the flats and the Promoter (the Developer) or Co-Promoter (the Land Owner) is not liable, required and/or obligated to provide any furniture, items, electronic goods, amenities etc. as displayed in the sample flat, other than as expressly agreed under this Agreement;

- vii. The Allottee/s declare/s and warrant/s that his / her / their / its interest and concern shall be confined to the said Premises and notwithstanding anything contained herein or otherwise, the Co-Promoter (The Land Owners) and/or Promoter (the Developer) shall be at full and absolute liberty to revise, alter or otherwise deal with the remainder of said Project and/or the Larger Project or any part thereof in such manner as the Co-Promoter (The Land Owners) and/or Promoter (the Developer) deem fit and the Allottee/s shall not directly or remotely interfere or object or challenge to the same;
- viii. The Allottee/s agree/s and confirm/s that the Promoter (the Developer) shall be exclusively entitled to hold and otherwise deal with, in all respects, for its own benefit and account all or any Common Areas, Amenities and Facilities on the said Plot in such a manner desired by the Promoter (the Developer) including construction of residential, commercial and other premises together with benefit of use of and/or dealing with in all respects, all or any Common Areas, Amenities and Facilities on the said Project;
- ix. It is expressly agreed by the Allottee/s that if Co-Promoter (The Land Owners) and/or Promoter (the Developer) desire to amalgamate or merge any particular flat/commercial unit with any other flat/commercial unit (adjoining / above / below) into one and/or bifurcate any flat/commercial unit into more than one unit, then the Co-Promoter (The Land Owners) and/or Promoter (the Developer) shall be at liberty to do so and/or cause to be done all such matters and things to effectuate such amalgamation, merger or bifurcation including changes in the layout of such concerned flat/commercial unit, subject to obtaining all necessary permissions from the Governmental Authorities and the Allottee/s unconditionally agree/s and undertake/s not to raise any, objection, hindrance in this behalf and/or all matters of and incidental thereto and hereby grant/s irrevocable consent for amalgamation / bifurcation / merge of flats same provided that the same does not directly affect or prejudice the said Premises herein agreed to be acquired by the Allottee/s;
- x. All costs, charges and expenses to be incurred in connection with the handover of the said Project and/or the Larger Project to the Society/Association/ Condominium and/or the Apex Body as well as preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoter (the Developer), payment of stamp duty and registration charges, etc. in respect of such documents, as well as the entire professional costs of the attorneys of the Promoter (the Developer) for preparing and approving all such



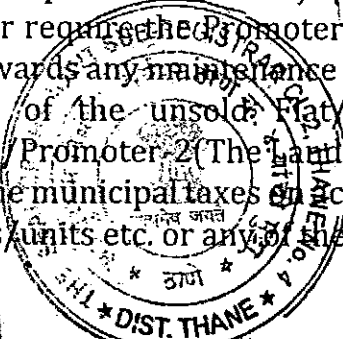
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documents shall be borne and paid by all the purchasers/allottees of the flats/units/shops in the said Project and/or the Larger Project including the Allottee/s herein. It is clarified that the Promoter (the Developer) shall not be liable to contribute anything towards any of the aforesaid expenses;

- xi. The Allottee/s shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Promoter (the Developer) may require for safeguarding the interest of the Co-Promoter (The Land Owners) and/or Promoter (the Developer) and/or the other flat/unit/shop holders in the said Project and/or Larger Project.
- xii. The Allottee/s has/have taken note that pending admission of the Allottee/s as a member of the Society/Association/Condominium, the decision of the Promoter (the Developer) shall be final in respect of the installation of TV Cable / Satellite T.V. communication and shall be binding on the Allottee/s.
- xiii. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Lands and/or the said Project.

- xiv. It is expressly agreed and understood by and between the Parties hereto that the Allottee/s and/or the purchasers of other Flat/Unit/Shops in the said Project and/or the Larger Project will not call upon or require the Promoter (the Developer) to contribute any amount towards any maintenance charges outgoing or contributions in respect of the unsold Flat/Unit/Shops. The Promoter (the Developer)/ Promoter-2 (The Land Owner) shall also be entitled to get refund of the municipal taxes on account of the vacancy of such unsold flats/shops/units etc. or any of them.

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- xv. The Allottee/s agree/s and confirm/s that the final area of the said Premises is subject to variation of 3% (three percent) and that the Promoter (the Developer) or Co-Promoter (the Land Owner) shall confirm the final carpet area of the said Premises that has been allotted to the Allottee/s after obtaining occupation certificate and furnish details of the changes, if any, in the carpet area, over and above the permitted variation cap of 3% (three percent). If the actual carpet area of the said Premises increases or decreases by more than 3% (three percent) on account of any structural design, construction variances and/or as a result of physical variations due to tiling, ledges, plaster skirting, RCC column etc., the Purchase Price shall proportionally stand increased or reduced. The increased/reduced/recalculated Purchase Price shall be adjusted or paid (as the case may be) within 45 days of such determination or simultaneously with the handover of possession of the said Premises, whichever is earlier. Such increase or decrease in Purchase Price will

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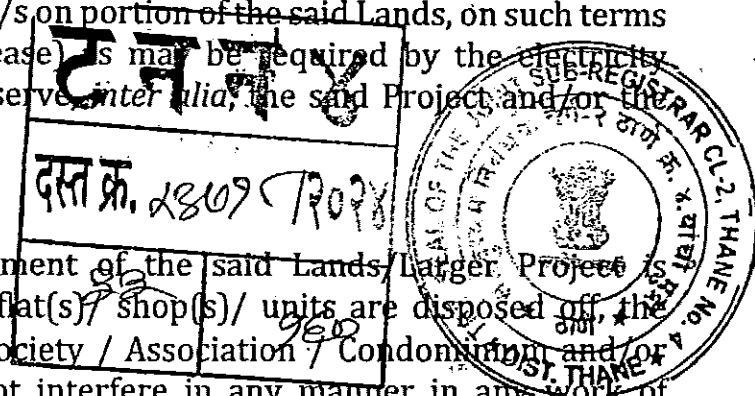
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be in respect of the differential percentage only i.e. the difference above or below 3% variation. For the purpose of determination of the constructed area of the said Premises, the decision of the Architect appointed for the construction of the said Project shall be final and binding upon the Parties hereto. Notwithstanding the aforesaid, the Allottee/s hereby agree/s to and accept/s all and any increase or decrease in the carpet area of the said Premises due to change in any law, rules, regulations, notifications etc. issued by the Governmental Authorities from time to time without any change in consideration.

- xvi. It is clarified that the Promoter (the Developer) or Co-Promoter (the Land Owner) shall never be liable or required to pay any transfer fees / charges and/or any amount, whatsoever to the Society/ Association/ Condominium for the sale or transfer of the unsold flats/units/shops and unsold car parking spaces in the said Project.
- xvii. The Promoter (the Developer) and Co-Promoter (the Land Owner) has installed/shall be entitled to install its logo in/upon one or more places in the said Project and/or the said Larger Project and the Promoter (the Developer) shall reserve to itself full, free and complete right of way and means of access to such place or places at all times for the purpose of repairing, painting, altering or changing the logo at its own cost and the Allottee/s and/or Society / Association / Condominium (as may be formed) shall not obstruct or object or change or remove the logo, so installed, under any circumstances and for all times to come.
- xviii. The Promoter (the Developer) may construct electrical sub-station/s and/or receiving station/s on portion of the said Lands, on such terms (including lease/ sub-lease) as may be required by the electricity supplying authority to serve, *inter alia*, the said Project and/or the Larger Project.
- xix. Till the entire development of the said Lands/Larger Project is completed, and all the flat(s)/ shop(s)/ units are disposed off, the Allottee/s and/or the Society / Association / Condominium and/or the Apex Body shall not interfere in any manner in any work of development or construction and the Promoter (the Developer) alone shall have full control, absolute authority and say over the un-allotted flat(s) / unit / areas, roads, open spaces, garden, infrastructure facilities, recreation facilities and/ or any other common areas, amenities and facilities.
- xx. It is expressly agreed that the right of the Allottee/s under this Agreement is only restricted to the said Premises agreed to be sold by the Co-Promoter (the Land Owner) to the Allottee/s and all other flats/ units/ shops, car parking spaces, other areas, restricted / limited common area, etc. in the said Project shall be the sole property of the Promoter (the Developer) and the Promoter (the Developer) shall be entitled to sell, deal or dispose of the same without any



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reference or recourse or consent or concurrence from the Allottee/s in any manner whatsoever to any third party.

- xxi. The Promoter (the Developer) or Co-Promoter (the Land Owner) shall have a charge on the said Premises and said Car Parking Space for all amounts due and payable to the Promoter (the Developer) or Co-Promoter (the Land Owner) by the Allottee/s as per the terms of this Agreement, until the same are validly paid to the Promoter (the Developer) or Co-Promoter (the Land Owner).
- xxii. The Allottee/s agree/s and confirm/s that the Common Areas, Amenities and Facilities listed in the Third Schedule shall be the general common areas, amenities and facilities for all the purchasers of units/flats/premises in the buildings/structures/wings constructed/to be constructed on the said Plot and the Promoter (the Developer) shall be entitled to declare at its discretion certain areas as restricted / limited common areas and facilities for one or more of the specific purchasers of the flat/ units. The Allottee/s agree/s and confirm/s that he/ she/it is aware and acknowledges that the Allottee/s shall not be entitled to access or use the open areas / common areas, amenities, facilities etc. constructed/ to be constructed on Other Portions of said Lands.

8. POSSESSION:

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Subject to receipt from the Allottee/s of the entire Purchase Price and all other amounts due and payable to the Co-Promoter (the Land Owner) or Promoter (the Developer) as per the terms of this Agreement and the Allottee/s not being in breach of any of the terms and conditions of this Agreement, the Promoter (the Developer) or Co-Promoter (the Land Owner) shall offer possession of the said Premises to the Allottee/s on or before 31/12/2028 subject to a grace period of 6 (Six) months (hereinafter referred to as the "Date of Offer of Possession") by way of a written intimation (hereinafter referred to as the "Possession Notice").

- ii. Provided that the Promoter (the Developer) or Co-Promoter (the Land Owner) shall be entitled to a further extension for offering possession of the said Premises, if the same is delayed, on account of: War, Flood, Drought, Cyclone, Earthquake or any other calamity caused by the nature affecting the regular development of the project.
- iii. The Allottee/s shall take possession of the said Flat/Unit/Shops within 15 (Fifteen) days of the Possession Notice being sent by the Promoter (the Developer) or Co-Promoter (the Land Owner).
- iv. The Allottee/s shall, prior to taking possession of the said Premises, execute necessary declaration, indemnities, undertakings and such other documentation in respect of the said Premises, said Car Parking

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Space, said Project, the Common Areas, Amenities and Facilities, and/or further a development of the said Lands as the Promoter (the Developer) or Co-Promoter (the Land Owner) deems fit at that relevant time.


- v. Within 15 (Fifteen) days of receipt of the Possession Notice, irrespective of whether the Allottee/s has/have taken physical possession of the said Premises, it shall be deemed that the Allottee/s has/have accepted the possession of the said Premises.
- vi. It is expressly clarified by the Co-Promoter (the Land Owner) and agreed by the Allottee/s that if the Allottee/s desire/s any modification/s in the specification/s and amenities to be provided in the said Premises and offers to make payment of the additional charges for such modification to the Co-Promoter (the Land Owner) in advance and if the Co-Promoter (the Land Owner) accepts such offer, then the time required for such modification shall be added to the time for delivery of possession of the said Premises to the Allottee/s and as such the Date of Offer of Possession shall stand extended.
- vii. The Co-Promoter (the Land Owner) has informed and the Allottee/s has/have agreed that the Common Areas, Amenities and Facilities in the said project are for common use by the Flat/Unit/Shops purchasers along with other unit owners of all buildings constructed/to be constructed on the said Plot and that may not be ready at the time of handing over possession of the said Premises as mentioned hereinabove. The Promoter (the Developer) shall be free to complete the same on or before the completion of the development of the entire said Lands/ Larger Project.
- viii. Upon taking possession of the said Premises, the Allottee/s shall have no claim against the Promoter (the Developer) in respect of any item of work in the said Premises which may be alleged not to have been carried out and/or completed and/or being not in accordance with the plans, specifications, etc. and/or this Agreement and/or otherwise howsoever in relation thereto.

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9. OBLIGATION OF ALLOTTEE UPON OFFER OF POSSESSION OF SAID PREMISES:

- i. The Allottee/s shall before taking possession of the said Premises pay to the Promoter (the Developer) i.e. **M/s A. G. Superstructure Private Ltd.**, the following amounts over and above and in addition to the Purchase Price:

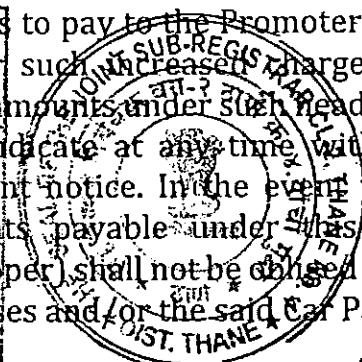
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Particulars	Amount (Rs.)
Accountable	
1. Share Money	600/-
2. Maintenance Charges @ Rs.8 per sq. ft. per month x 12months	72,768/-
Not Accountable	
1. Development/Infra Charges	2,00,000/-
2. Club House Charges	2,00,000/-
3. Society Formation and Legal Charges	35,000/-
Total:	5,08,368/-

** GST payable on the above shall be additional

- ii. It is further clarified that the list of charges mentioned hereinabove are only indicative and not exhaustive and that all the aforesaid charges are non-refundable charges. The Allottee/s shall not ask for refund of any charges recorded in the above table from the Promoter (the Developer) at any time. The Allottee/s agree/s to pay to the Promoter (the Developer), the said charges and/or such increased charges and/or other charges or such other amounts under such heads as the Promoter (the Developer) may indicate at any time within 7 (Seven) days of receipt of payment notice. In the event the Allottee/s fails to pay all the amounts payable under this Agreement, the Promoter (the Developer) shall not be obliged to handover possession of the said Premises and/or the said Car Parking Space to the Allottee/s

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- iii. In the event pursuant to handing over possession of the said Premises, the Promoter (the Developer) or Co-Promoter (the Land Owner) determines that there is any deficit in any of the amount/s (including deposits) or in any of the amounts specified hereinabove, then the Allottee/s shall forthwith on demand pay to the Promoter (the Developer) or Co-Promoter (the Land Owner) (as the case may be), the Allottee/s proportionate share to make up such deficit.
- iv. It is hereby expressly clarified that the aforesaid amounts mentioned hereinabove does not include the dues for electricity, gas / piped gas and other bills for the said Premises and the Allottee/s shall be liable to pay electricity, gas / piped gas and other bills for the individual meters separately.

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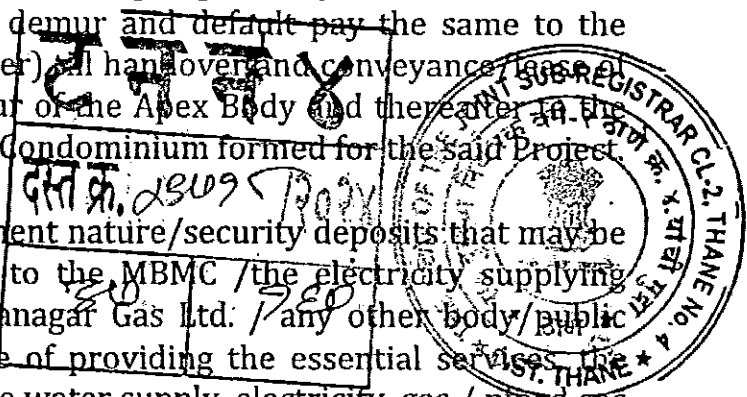
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v. On and from the date of the possession/deemed possession of said Premises, the Allottee/s agree/s and confirm/s that he/she/it shall be bound and liable to bear and pay without any delay, demur or protest all amounts due and payable under this Agreement (including the balance portion of the Purchase Price & all other amounts, if any), his/her/their/its proportionate share of all costs, charges, expenses and outgoings for maintenance / repair/ replacement of said Project, property taxes, non-agricultural taxes, rates, taxes, land revenue, cesses, assessments, insurance premia, costs for running generator, costs charges and expenses of cleaning and lighting the passages, landings, staircases, costs of maintenance, management and upkeep of the Common Areas, Amenities and Facilities and operation and maintenance and repairs of lifts, water pumps, utility charges, electricity charges, water charges, salaries of all staff including managers, security, sweepers, liftmen, gardeners and such other charges/expenses necessary or incidental for maintenance and upkeep of the said Project or any part thereof and other charges and levies of like nature, payable in respect of the said Project and the said Premises, to all Governmental Authorities and/or any private bodies, security agencies, service providers, house-keeping agencies, etc (hereinafter collectively referred to as "Outgoings"), in proportion/share decided by the Promoter (the Developer) and/or the said Society / Association / Condominium as the case may be, within 15 (Fifteen) days from such demand. The Allottee/s agree/s and confirms/s that he/she/it/they shall not withhold the payment of Outgoings for any reason whatsoever and shall without any demur and default pay the same to the Promoter (the Developer) ~~and hand over and conveyance of the said Lands in favour of the Apex Body and thereafter the Society / Association / Condominium formed for the said Project.~~



vi. The deposits of permanent nature/security deposits that may be demanded by or paid to the MBMC /the electricity supplying authority/ body/ Mahanagar Gas Ltd. /any other body/public bodies for the purpose of providing the essential services, the amenities/ facilities like water supply, electricity, gas / piped gas or any other service connection to the said Project shall be reimbursed to the Promoter (the Developer), at actuals, by the Allottee/s and/or Society / Association / Condominium in proportion to the respective area flats/ units/ shops held by them, the amount of the same shall be determined by the Promoter (the Developer). The Allottee/s agrees to pay to the Promoter (the Developer) within 15 (Fifteen) days of demand, such proportionate share of the Allottee/s towards such deposit/s.

vii. If at any time any additional development and/or betterment charges or other levy are charged, levied or sought to be recovered by the Governmental Authorities in respect of the said Lands and/or in respect of the said Project, the same shall be borne and

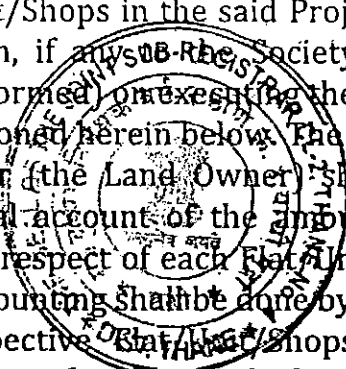
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paid by all the Allottee/s in proportion to the respective area of his/her/it/their respective premises.

viii. If the Allottee/s fail/s or neglect/s to pay the Other Charges and/or the Outgoings in respect of the said Premises and/or any other amounts demanded by the Promoter (the Developer) or in proportionate share of the said Premises the Allottee/s shall be liable to pay and the Promoter (the Developer) shall be entitled to recover the outstanding arrears of the aforesaid amounts along with interest thereon calculated at the rate of 18% payable from their relevant due dates until the receipt thereof in full by the Promoter (the Developer) or . In such event, the Promoter (the Developer) or shall not only be entitled to adopt appropriate legal proceedings for recovery thereof but also be entitled to terminate this Agreement and/or to stop and restrict the Allottee/s from using the said Premises, Common Areas, Amenities and Facilities the said Car Parking Space absolutely and unconditionally. Without prejudice to the aforesaid, non-payment of Outgoings shall authorize the Promoter (the Developer) or Co-Promoter (the Land Owner) to prevent the use of the lift by the persons residing in or visiting the said Premises, prevent the Allottee/s from using Common Areas, Amenities and Facilities. The Allottee/s are hereby granting irrevocable authority to Promoter (the Developer) or Co-Promoter (the Land Owner) for the same.

ix. The Promoter (the Developer) or Co-Promoter (the Land Owner) shall maintain only a consolidated account of all the amounts/ deposits collected from the purchasers/ Allottee/s of the Flat/Unit/Shops in the said Project and shall transfer the excess collection, if any, to the Society/Association/Condominium (as may be formed) on execution of the deed of conveyance/ lease deed as mentioned herein below. The Promoter (the Developer) or Co-Promoter (the Land Owner) shall not be liable to render any individual account of the amounts collected or disbursements made in respect of each Flat/Unit/Shops in the said Project and such accounting shall be done by all the purchasers/ Allottee/s of the respective Flat/Unit/Shops in the said Project amongst themselves after the deed of conveyance/lease deed is executed in favour of the Apex Body of the Larger Project. It is also agreed in particular between the Parties hereto that notwithstanding any excess/deficit collection from any particular purchaser/allottee of the Flat/Unit/Shops in the said Project, the Promoter (the Developer) or Co-Promoter (the Land Owner) shall not be required to make up accounts with each purchaser/ Allottee/s of the flat/unit/shop in the said Project and the Allottee/s shall not raise any grievance or take any objection to the consolidation of all receipts and expenses in respect of flats/units/shops in the said Project.

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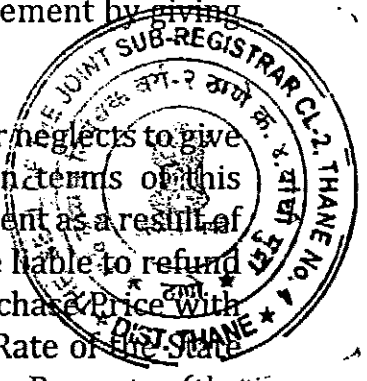
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12 DELAY IN COMPLETION OF PROJECT OR HANDING OVER POSSESSION OF SAID PREMISES

- i. In the event, the Co-Promoter (the Land Owner) fails or neglects to give possession of the said Premises to the Allottee/s in terms of this Agreement, then the Allottee/s shall have an option, within a period of 7 (Seven) days from the date of on which possession is due to be given by the Co-Promoter (the Land Owner), to terminate this Agreement by giving 15 (Fifteen) days' notice in writing;
- ii. In the event the Allottee/s do not exercise his/her/it/their option to withdraw from the said Project/ terminate this Agreement as recorded hereinabove, then the Co-Promoter (the Land Owner) shall be liable to bear and pay to the Allottee/s interest as per highest Marginal Cost of Lending Rate of the State Bank of India plus 2% per annum on the amounts received out of the Purchase Price, for each month of delay in handing over possession of the said Premises;
- iii. Notwithstanding the above, it is agreed between the Parties that in the event of the delay exceeding a period of 12 (Twelve) months for any reason whatsoever or if as a result of any legislative or regulation or direction of the Governmental Authorities which is not resolved within reasonable time as result of which the Promoter (the Developer) or Co-Promoter (the Land Owner) is unable to continue the construction and complete the said Project, the Co-Promoter (the Land Owner) at their sole option shall have the right to terminate this Agreement by giving 15 (Fifteen) days' notice in writing;
- iv. In the event, the Co-Promoter (the Land Owner) fails or neglects to give possession of the said Premises to the Allottee/s in terms of this Agreement and the Allottee/s terminating this Agreement as a result of the same, the Co-Promoter (the Land Owner) shall be liable to refund to the Allottee/s, the amounts received out of the Purchase Price with interest as per the highest Marginal Cost of Lending Rate of the State Bank of India plus 2% per annum, from the date the Co-Promoter (the Land Owner) received the last instalment till refund thereof. The Co-Promoter (the Land Owner) shall refund within 30 days on expiry of 6 (six) months from the date of the Allottee/s exercising the option to withdraw from the said Project and/or termination by the Co-Promoter (the Land Owner), as the case may be. It is agreed and clarified that the Co-Promoter (the Land Owner) shall be liable to refund the Goods and Services Tax and Stamp Duty paid by the Allottee/s, only in the event of receipt of refund from Governmental Authorities and only to the extent of the amount refunded and no more. Provided however that simultaneously against the refund by the Co-Promoter (the Land Owner) to the Allottee/s of the Purchase Price/part of Purchase Price thereof along with interest, the Allottee/s shall execute and register a deed of cancellation of this Agreement;
- v. The aforesaid refund amount shall be accepted by the Allottee/s in full satisfaction of all his/ her/ their claim under this Agreement and/or in

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respect of the said Premises along with said Car Parking Space. The Allottee/s agree/s that receipt/deemed delivery of the refund cheque by the Allottee/s from the Co-Promoter (the Land Owner) via registered post at the address given by the Allottee/s in this Agreement whether the Allottee/s accept/s or encashes the cheque or not, will result in the amount being refunded and thereafter the Allottee/s shall have no claim in respect of the said Premises, said Car Parking Space and/or against the Co-Promoter (the Land Owner) under this Agreement.

- vi. Upon/on and from refund of Purchase Price and/or part thereof, the Allottee/s unconditionally agrees and confirms that the Allottee/s shall cease to have any right, title, interest, claim demand etc. of any nature whatsoever in the said Premises and said Car Parking Space and/or against the Co-Promoter (the Land Owner) and that the Co-Promoter (the Land Owner) shall be entitled to sell, allot, deal with and dispose off the said Premises and said Car Parking Space to any other person/s as it deems fit on/at such consideration and on such terms & conditions as the Co-Promoter (the Land Owner) deems fit, without any further act or consent of or recourse available to, the Allottee/s.

13 DEFECT LIABILITY

The Promoter (the developer) has undertaken due care in the construction of the said Premises.

- i. The defect liability of the project shall be solely borne by the Promoter namely, **M/s A G SUPERSTRUCTURES PRIVATE LIMITED** who is been assigned the developmental rights of the said lands under the said Developmental Agreement dated 11 August 2022, specifically mentioned under the Clause 23 of the said Developmental Agreement

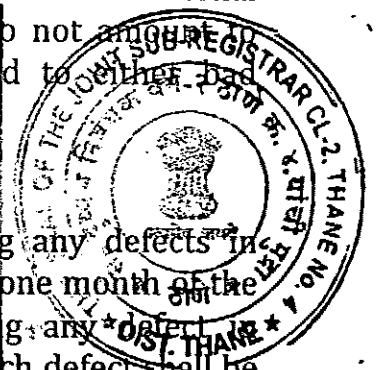
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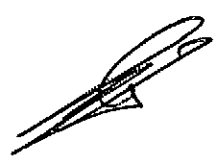


- ii. If within a period of 5 (Five) years from the date of handing over possession of the said Premises to the Allottee/s, any major structural defect in the said Premises (wear and tear and misuse excluded) is brought to the notice of the Promoter (the Developer) by Allottee/s, the Promoter (The Developer) agrees that it shall rectify, wherever possible such defect at its own cost and expense. In the event, it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter (The Developers), reasonable compensation of rectifying such defects as may be determined by the architect of the Promoter (The Developer), which the Allottee/s agree/s and confirm/s to accept without any demur, protest, dispute, etc.

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- iii. In this regard, it is further agreed between the Parties that the Promoter (The Developer) shall cause the defects to be examined by its architects and if the same are certified by the architect to be on account of defect in the Promoter (The Developer) workmanship or the material used therein, the Promoter (The Developer) shall rectify the same at its own costs.
- iv. Notwithstanding anything herein contained, it is expressly clarified that the Promoter (The Developer) and the Co-Promoter (the Land Owner) shall not be liable for any defects in the said Premises (i) if the Allottee/s has carried out / caused any alterations in (a) the structure of the said Premises, which shall include but not be limited to columns, beams, etc. (b) any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water; (c) civil, electrical, plumbing, waterproofing, etc. and (ii) as a result of negligence, improper maintenance, improper operation, any change, repair or alteration carried out by the Allottee/s. In the aforesaid eventualities, the defect liability shall automatically become void.
- v. The word 'defects' in this clause means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Promoter (The Developer) and Co-Promoter (the Land Owner) and shall not mean defect/s caused by normal wear and tear and/or by negligent use of the apartment by the Allottee/s / authorized occupants / vagaries of nature. The Allottee/s has been made aware and the Allottee/s agrees that the regular wear and tear of the said Premises / said Project includes minor hairline cracks on the external and internal walls excluding the RCC structure and the same do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- vi. The Allottee/s also agrees to point out in writing any defects in construction (other than Structural Defects) within one month of the possession. If the Allottee/s points out in writing any defect in construction (other than Structural Defects), then such defect shall be rectified by the Promoter (The Developer). In case of leakage from wall due to monsoon, same shall be rectified by the Promoter (The Developer) within one month of the completion of first monsoon after the date of Possession. Promoter (The Developer) and/or Co-Promoter shall not be responsible for leakage due to monsoon after completion of first monsoon from the date of possession.
- vii. In case of defects in the standard fixtures and fittings provided in the said Premises (wear and tear and misuse excluded), the liability of the Promoter (The Developer) and Promoter -2 (The Land Owner) shall be restricted only to the extent of product warranty given to the by the manufactures / re-sellers.

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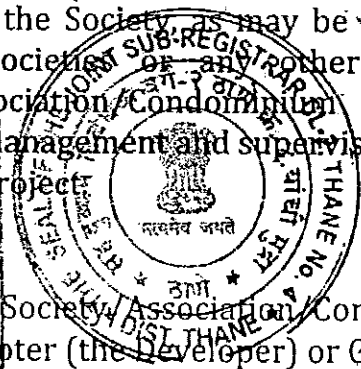







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14 FORMATION OF SOCIETY/ASSOCIATION/CONDOMINIUM/APEX BODY:

- i. Subject to necessary co-operation of all the Flat/Unit/Shops purchasers of all the buildings and Towers, the Promoter (the Developer) or Co-Promoter (the Land Owner) shall, within 3 (Three) months from the date of issuance of the full occupation certificate in respect to all the buildings/structures comprised in the said Project, form and register a co-operative housing society or a condominium or association as deemed fit by the Promoter (the Developer) or Co-Promoter (the Land Owner) (for the sake of brevity hereinafter referred to as the "**Society/Association/ Condominium**") for the management and administration purpose of the said Project and the common areas of the said Project and shall, for that purpose, submit application to the Governmental Authorities under the provisions of the Maharashtra Co-operative Societies Act, 1960 read with the rules made thereunder or any other applicable act and rules as the case maybe.
- ii. For this purpose, the Allottee/s shall from time to time sign and execute all papers, forms, writings and documents necessary for the formation and registration of the Society/Association/ Condominium and shall duly fill in, sign and return to the Promoter (the Developer) or Co-Promoter (the Land Owner) within 7 (Seven) days of the same being made available to the Allottee/s so as to enable to the Promoter (the Developer) or Co-Promoter (the Land Owner) to register the Society/ Association/ Condominium. No-objection shall be taken by the Allottee/s if any changes or modifications are made in the draft/final

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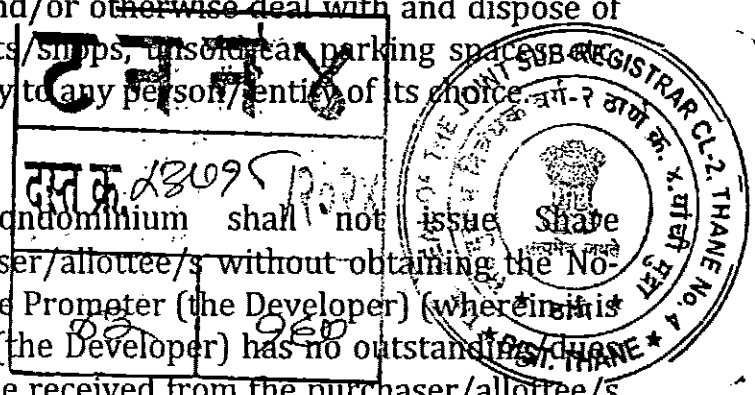
bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Governmental Authority. The Society/ Association/ Condominium shall be responsible for the operation, management and supervision of all the buildings comprised in the said Project.

iii. The name of Society/ Association/ Condominium shall be solely decided by the Promoter (the Developer) or Co-Promoter (the Land Owner).

- iv. The Allottee/s herein shall be admitted as member of the Society/ Association/ Condominium on payment of membership fees and entrance fee. The Allottee/s agree/s to adhere to the bye-laws of the Society/ Association/ Condominium.
- v. The Bye-Laws etc of Society / Association / Condominium shall not contain any provision, save to the extent required by law, which is contrary to the provisions herein contained.
- vi. In case the Society / Association / Condominium is formed before the disposal by the Promoter (the Developer) or Co-Promoter (the Land Owner) of all the other Flat/Unit/Shops(s)/ in the said Project then the

Promoter (the Developer) or Co-Promoter (the Land Owner) shall at its option (without any obligation) join in as a member in respect of such unsold Flat/Unit/Shops and as and when such Flat/Unit/Shops are sold, the Society / Association / Condominium shall admit such allottee/s as the member/s without charging any premium/ transfer fees or extra payment of any nature whatsoever.

- vii. In the event, the Society/Association/Condominium is formed and registered before the sale/allotment and disposal by the Promoter (the Developer) or Co-Promoter (the Land Owner) of all Flat/Unit/Shops, and the car parking spaces, then the powers and the authority of the Society/ Association/ Condominium so formed and/or the Allottee/s and/or other holders of the Flat/Unit/Shops etc. in the said Project shall be subject to the overall superintending authority and control of the Promoter (the Developer) or Co-Promoter (the Land Owner) in respect of all the matters concerning the said Project including the unsold units and unsold car parking spaces. The Promoter (the Developer) or Co-Promoter (the Land Owner) shall be entitled to but not obliged to join as a member of the Society/ Association/ Condominium in respect of the un-sold flats/units/shops and un-sold car parking spaces in the said Project, if any.
- viii. It is agreed and clarified that the Promoter (the Developer) and Promoter-2(The Land owner) shall have all the rights, absolute authority and control and be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the unsold flats, unsold units/shops, unsold car parking spaces separately and independently to any person/entity of its choice.
- ix. The Society/Association/Condominium shall not issue Share Certificate(s) to any purchaser/allottee/s without obtaining the No-Objection Certificate from the Promoter (the Developer) (wherein it is certified that the Promoter (the Developer) has no outstanding dues pending on any account to be received from the purchaser/allottee/s and remaining unpaid). If the Society/Association/Condominium issues Share Certificate (s) to any purchaser/allottee/s without adhering to or abiding by the aforesaid condition, the Society/Association/Condominium shall be responsible and liable to pay such amounts due and payable, if any, by such purchaser/allottee/s to the Promoter (the Developer).
- x. The costs, charges, expenses, fees, taxes, duties, including stamp duty, with respect to the formation of the Society, preparing any documents, instruments, papers and writings, (b) professional fees payable to by the Advocates & Solicitors engaged by the Promoter (the Developer) for the same, shall be borne and paid by the Society/ Association/ Condominium and their respective members/ intended members, including the Allottee/s, as the case may be, and the Promoter (the Developer) shall not be liable for the same.



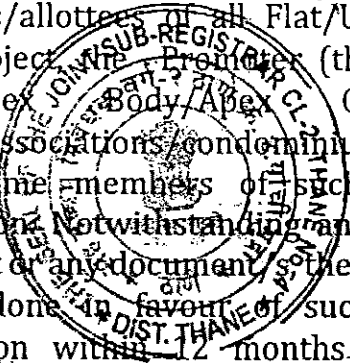
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15 CONVEYANCE/LEASE:

i. Within 3 months of the last building/structure comprised in the said Project receiving full Occupation Certificate, and subject to the Promoter receiving all amounts payable by all the purchasers/allottees of all units/flats/shops/ premises of all buildings of the said Project, the Promoter shall convey/cause conveyance of all the buildings (excluding common podiums) comprised in the said Project in favour of Society/Association/Condominium. The Deed of Conveyance to be executed as provided hereinabove shall be in such form and shall contain such terms, conditions, covenants, stipulations and provisions including those contained in this Agreement as may be decided and determined by the Promoter in its sole, absolute and unfettered discretion. At the time of execution of a Deed of Conveyance as above stated, the Allottee/s shall pay to the Promoter, the Allottee/'s share of the stamp duty, registration charges and other statutory charges payable, in respect of the said Deed of Conveyance of all buildings of the said Project to be executed in favour of Society/Association/Condominium.

ii. Within 12 months of last building/structure comprised in the Larger Project receiving full Occupation/Completion Certificate and subject to the Promoter (the Developer) and Co-Promoter (the Land Owner) (as the case may be) receiving all amounts payable by all the purchasers/allottees of all Flat/Unit/Shops of all buildings of the Larger Project, the Promoter (the Developer) shall form an Apex Society/Apex Body/Apex Organization and all the societies/associations/condominiums comprised in the Larger Project shall become members of such Apex Society/Apex Body/Apex Organization. Notwithstanding anything contrary mentioned in this Agreement or any document, the conveyance/lease of the said Lands shall be done in favour of such Apex Society/Apex Body/Apex Organization within 12 months of the formation of such Apex Society/Apex Body/Apex Organization. The allottees/ Flat/Unit/Shops purchaser's/ unit purchasers of all the flats/units/premises in all the buildings/structures forming part of the Larger Project shall proportionately pay all the amounts, charges and expenses inter-alia for formation and registration of such Apex Society/Apex Body/Apex Organization and inclusion of all societies/associations/condominiums of all buildings/structures of the Larger Project in to such Apex Society/Apex Body/Apex Organization. The Promoter (the Developer) and the Co-Promoter (the Land Owner) shall not be responsible or liable to contribute or pay any amounts towards the same. At the time of execution of a Deed of Conveyance/Lease Deed of the said Lands as above stated, the Allottee/s shall pay to Promoter (the Developer), the Allottee/'s share of the stamp duty, registration charges and other statutory charges payable, in respect of the said Deed of Conveyance/Lease Deed of the said Lands in favour of the Apex Society/Apex Body.

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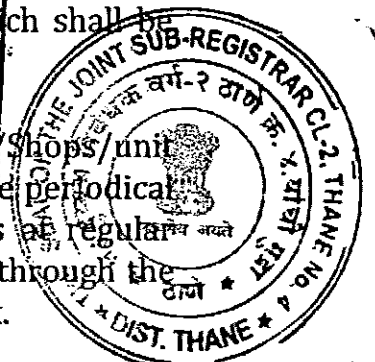
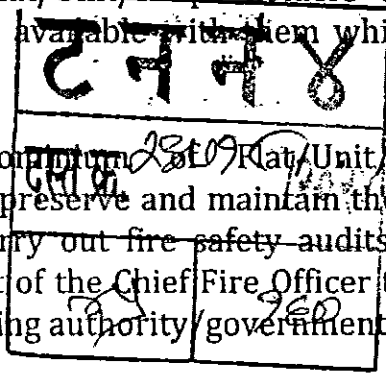
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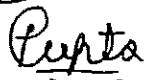
- iii. The Deed of Conveyance/Lease Deed of the said Lands to be executed as provided hereinabove shall be in such form and shall contain such terms, conditions, covenants, stipulations and provisions including those contained in this Agreement as may be decided and determined by the Co-Promoter (The Land Owner) in its sole, absolute and unfettered discretion.
- iv. The Promoter (the Developer) shall be entitled to retain site offices / sales lounge on the said Lands and shall have the right to access and use the same at any time without any restriction whatsoever irrespective of whether the said Lands or any portion thereof has been conveyed/leased.
- v. Further the Allottee/s not only as the allottee/s but also as a member of the Society/ Association/ Condominium agrees that in case the Promoter (the Developer) executes a Deed of Conveyance/Lease Deed in favour of the Apex Society/ Apex Body before completing the entire development of the said Lands/Larger Project, then the balance FSI / TDR and development potential of the said Lands/Larger Project shall exclusively belong to the Promoter (the Developer) and Promoter (the Developer) shall alone be entitled to develop and sell the units constructed from such balance development potential.

vi. At the appropriate time (as may be decided by the Promoter [the Developer]), the Promoter (the Developer) and the Co-Promoter (the Land Owner) shall handover jointly to the Society/ Association/Condominium of Flat/Unit/Shops holders of the said Project, the relevant documents available with them which shall be maintained and preserved by it.

vii. The Society/Association/Condominium of Flat/Unit/Shops/unit holders of the said Project shall preserve and maintain the periodical structural audit reports and carry out fire safety audits at regular intervals as per the requirement of the Chief Fire Officer through the authorized agencies of the planning authority/government.



viii. All documents necessary and the entire process for the formation and registration of the Society/ Association / Condominium and the Federal Body/Federal Society and also Apex Society/Apex Body as stated herein above, shall be prepared by Advocates & Solicitors of the Promoter (the Developer). At the time of execution of a Deed of Conveyance/Lease Deed as above stated, the Allottee/s shall pay to the Promoter (the Developer), the Allottee/s share of the stamp duty, registration charges and other statutory charges payable, if any, in respect of the said Deed of Conveyance/Lease Deed or any other document or instruments of transfer to be executed in favour of the Society/ Association / Condominium and also Apex Society/Apex Body or filing of the declaration for formation of the condominium in the same proportion to the RERA carpet area of the respective



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Flat/Unit/Shops which bears to the total RERA carpet area of all the Flat/Unit/Shops in the said Project or the Larger Project as the case may be and as may be informed by the Promoter (the Developer).

- ix. The Allottee/s shall be bound, from time to time, to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the interests of the Promoter (the Developer) in the Larger Project.
- x. At the first general meeting of the Society / Association / Condominium after its formation, the Allottee/s shall cause the Society / Association / Condominium to accept and ratify this Agreement and all other agreements entered with the allottee(s) of other flats/units/shops including the allocation of the said Car Parking Space(s) by the Promoter (the Developer) or Co-Promoter (the Land Owner) to various allottee/s. The Allottee(s) shall not cause Society / Association / Condominium to alter or change the allocation of car parking space(s) in the manner allocated by the Promoter (the Developer) or Co-Promoter (the Land Owner) to the various allottee/s of the Flat/Unit/Shops in the said Project.

xi. Nothing contained in this Agreement shall be construed so as to confer upon the Allottee/s whatsoever, into or over any portion of the said Lands or any part thereof, including the said Premises, save as provided herein. It is agreed by and between the parties that such conferment of title in respect of the said Premises shall take place in favour of the Allottee/s on the formation of the Society / Association / Condominium/ Company subject to Allottee/s complying with all the terms and conditions of this Agreement.

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Stamp: SUB REGISTRAR, DIST. THANE

16 REPRESENTATIONS, WARRANTIES OF THE CO-PROMOTER (THE LAND OWNER):

The Co-Promoter (the Land Owner) hereby represents and warrants to the Allottee/s as follows:

- i. The Promoter (the Developer) is entitled to develop the said Lands;
- ii. The Promoter (the Developer) has obtained principle Approvals from the Governmental Authority to commence the development of the said Project and that the Promoter (the Developer) shall obtain further/ necessary Approvals from time to time from the Governmental Authorities to complete the development of the said Project;
- iii. There are no litigations pending before any Court of law with respect to the said Project.

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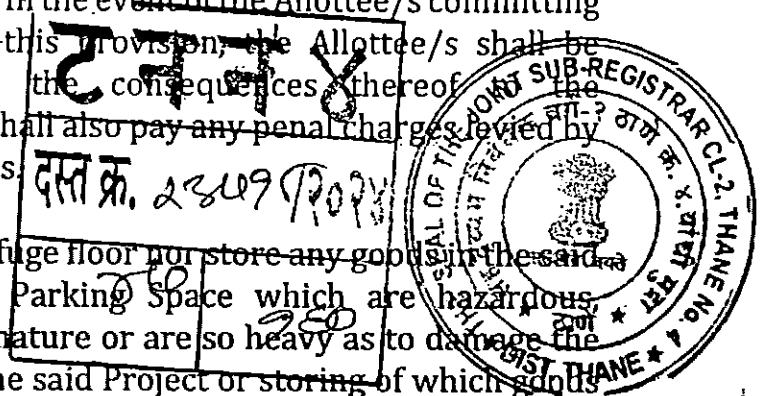
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- iv. The Co-Promoter (the Land Owner) has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- v. The Co-Promoter (the Land Owner) has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the said Premises;

17 REPRESENTATIONS, WARRANTIES & COVENANTS OF ALLOTTEE/S:

The Allottee/s by himself / herself / themselves with intention to bind all persons into whose hands the said Premises and the said Car Parking Space may hereinafter come, even after completion of the said Project and the Larger Project, hereby covenant/s with the Co-Promoter (the Land Owner) and Promoter (the Developer) as follows:

- i. Not to do or suffer to be done anything in or to the said Project, said Premises, the said Project or any part thereof which may be against the rules, regulations or byelaws of Governmental Authority or change/alter or make addition in or to the said Project or to the said Premises or any part thereof and to maintain the said Premises, at the Allottee/s own cost in good repair and condition from the date on which the Allottee/s is/are called upon to take possession of the said Premises in the manner mentioned herein. In the event of the Allottee/s committing any act in contravention of this provision, the Allottee/s shall be responsible and liable for the consequences thereof the Governmental Authority and shall also pay any penal charges levied by such Governmental Authorities.
- ii. Not to store anything in the refuge floor nor store any goods in the said Premises and the said Car Parking Space which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Project or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the said Project and in case any damage is caused to the said Project on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach and shall repair the same at his/her/their/its own costs.
- iii. Not to change the user of the said Premises and/or the said Car Parking Space and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Premises and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces (including the said Car Parking Space) and/or refuge areas.

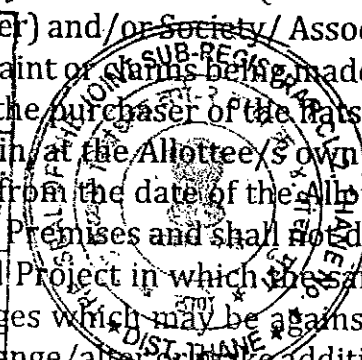





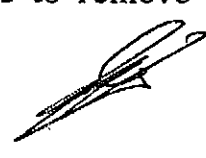

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- iv. Not to demolish or cause to be demolished the said Premises and/or the said Car Parking Space or any part thereof, nor at any time make or cause to be made any addition or alteration whatsoever in or to the same (or either of them) or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Project in which the said Premises is situated and shall keep the partitions, sewers, drains pipes in the said Premises and appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Project in which the said Premises is situated and shall not chisel or in any other manner damage the columns, beam, walls, slabs or RCC Partis or other structural changes in the said Premises without the prior written permission of the Promoter (the Developer) or Co-Promoter (the Land Owner) or Society/ Association/ Condominium (as the case may be). In case on account of any alterations being carried out by the Allottee/s in the said Premises, if any damage is caused to the adjoining Flat/Unit/Shops or to the Flat/Unit/Shops situated below or above the said Premises (inclusive of leakage of water and damage to the drains) then the Allottee/s shall at his / her / its / their own cost/s and expenses repair such damage (including recurrence of such damages) including payment of compensation / penalty ordered to be paid under the applicable laws and indemnify and keep the Promoter (the Developer) and Co-Promoter (the Land Owner) and Society/Association/ Condominium indemnified from and against all costs, charges (including legal charges), losses, penalty, compensation suffered or incurred by the Promoter (the Developer) and/or Co-Promoter (the Land Owner) and/or Society/ Association/ Condominium on account of any complaint or claims being made by such adjoining Flat/Unit/Shops holder or the purchaser of the flats above or below the said Premises.
- v. To maintain at the Allottee's own cost, in good tenable repair and condition from the date of the Allottee/s being called upon to take ion of the said Premises and shall not do or suffer to be done anything in or to the said Project in which the said Premises is situated, staircase or any passages which may be against the rules, regulations or bye-laws and/or change/alter or make addition in or to the said Premises and/or the said Car Parking Space itself or any part thereof.

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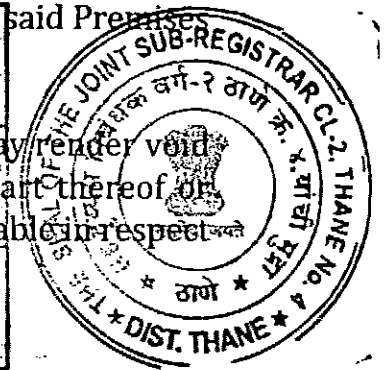
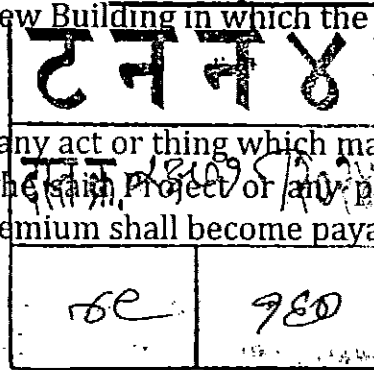
- vi. Not to shift windows of the said Premises and/or carry out any changes in the said Premises so as to increase the area of the said Premises and/or do any act which would affect the elevation of the said Project and/or carryout any unauthorized construction in the said Premises. Not to put up or install box grills outside the windows of the said Premises or in any other manner do any of the acts which would in the opinion of the Promoter (the Developer) or the Society, as the case maybe, affect or detract from the uniformity and aesthetics of the exterior of the said Project. In the event if any such change is carried out, the Allottee/s shall at his sole costs and expense remove the same within 24 (Twenty-Four) hours of notice in that regard from the Promoter (the Developer) or Co-Promoter (the Land Owner) and/or Society/Association/Condominium for the said Project in that regard. In the event if the Allottee/s fails to remove the same within the

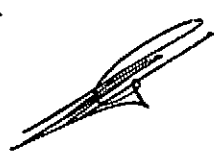






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aforesaid period of 24 (Twenty-Four) hours, then the Promoter (the Developer) or Co-Promoter (the Land Owner) and/or Society/Association/ Condominium for the said Project (as the case may be) shall be entitled to remove such unauthorised construction and the Allottee/s hereby agree/s and undertake/s not to raise any objection for the same and / or demand any damages for the same from the Promoter (the Developer) or Co-Promoter (the Land Owner) and/or Society for the said Project and further agree/s and undertake/s to reimburse the Promoter (the Developer) or Co-Promoter (the Land Owner) and/or Society/ Association/ Condominium for the costs and expenses incurred towards the same.

- vii. Not to install a window Air-conditioner within or outside the said Premises. If it is found that the Allottee/s has/have affixed a window air conditioner or the outdoor condensing unit which projects outside the said Premises, the Allottee/s shall be required to remove the same upon being called upon by the Promoter (the Developer) or Co-Promoter (the Land Owner) and/or Society/ Association/ Condominium Society/ Association/ Condominium to do so.
- viii. The Allottee/s shall not dry clothes in any area visible on the outside of the said Premises, else the Allottee/s shall be liable to pay to the Promoter (the Developer) or Co-Promoter (the Land Owner) and/or the Society/ Association/ Condominium for the said Project (as the case may be) Rs. 2,000/- (Rupees Two Thousand only) per day as a penalty for doing the same. The Allottee/s shall not place, keep or install exhaust fan or any other devices in deck area/ terrace area (if any), and further, the Allottee/s shall do not do any act that spoils the external elevation of the said New Building in which the said Premises is situated.
- ix. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Project or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- x. Not to delay/default in payment of the amounts due and payable under this Agreement.
- xi. Not to delay/default in payment of the local taxes, water charges, insurance and such other levies, if any, which are imposed by the Governmental Authority and/or other public authority and/or the Society/ Association/ Condominium (including increases in the aforesaid charges) from time to time.
- xii. 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 and/or Society for the said Project that may be levied on the Allottee/s on



    
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account of change of user of the said Premises by the Allottee/s viz. user for any purposes other than purpose for which the same is allotted.

- xiii. Not to transfer or assign or part with the Allottee/s right, interest or benefit under this Agreement and/or let, sub-let, sell, mortgage and/or otherwise transfer, assign or part with occupation or give on leave and licence, care taker, paying guest or tenancy basis or induct any person/s into or part with the said Premises until all the payments whether due or not but payable by the Allottee/s to the Promoter (the Developer) or Co-Promoter (the Land Owner) under this Agreement or otherwise under any law are fully paid up and only if the Allottee/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and subject to the Allottee/s having obtained the prior written permission of the Promoter (the Developer) or Co-Promoter (the Land Owner) and/or Society / Association / Condominium for the said Project as the case may be, along with payment of the charges as may be levied for the proposed transfer/ dealing with the said Premises and also on the intending transferee undertaking to observe and perform and carry out the terms and conditions as may be imposed in that behalf. Such consent shall be at the discretion of the Promoter (the Developer) or Co-Promoter (the Land Owner) and/or Society / Association / Condominium for the said New Building and upon such terms and conditions as stipulated by them (or either of them), as the case may be. In the event of any contravention of what is stated hereinabove in this sub-clause the Co-

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Promoter (the Land Owner) shall be entitled (but not bound) at its option to terminate this Agreement hereof and the Promoter (the Developer) or Co-Promoter (the Land Owner) and/or Society / Association / Condominium shall be entitled to treat any person who is placed in possession / occupation of the said Premises as a trespasser and to deal with him accordingly including without prejudice to charge monetary compensation from the Allottee/s or the said person on account of such breach. The Promoter (the Developer) or Co-Promoter (the Land Owner) may permit the Allottee/s to assign, transfer, nominate or convey the said Premises subject to the payment of administrative charges as may be decided by the Promoter (the Developer) or Co-Promoter (the Land Owner) at the time of such transfer and further shall be subject to the terms, conditions and charges as the Promoter (the Developer) or Co-Promoter (the Land Owner) may impose. The Allottee/s shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignments and the Promoter (the Developer) or Co-Promoter (the Land Owner) shall have no direct or indirect involvement in any manner whatsoever. Any purported assignment by the Allottee/s in violation of this Agreement shall be a default on the part of Allottee/s entitling the Promoter (the Developer) or Co-Promoter (the Land Owner) to cancel this Agreement and to avail of remedies as set forth in this Agreement.

- xiv. The Allottee/s and the persons, to whom the said Premises are transferred, assigned, let, sublet, given possession of:

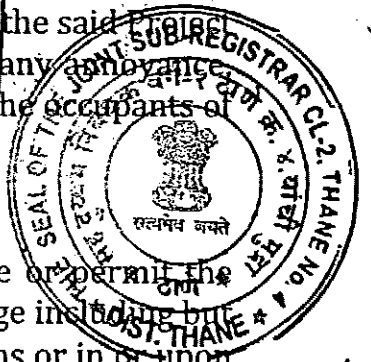
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- a. shall, from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Promoter (the Developer) or Co-Promoter (the Land Owner) and/or Society / Association / Condominium may require for safeguarding the interest of the Promoter (the Developer) or Co-Promoter (the Land Owner) and/or of the other transferees/holders of the other flats/ units/ shops in the said Project as may be finally constructed on the said Lands
- b. shall observe and perform all the stipulations and conditions laid down by such Promoter (the Developer) or Co-Promoter (the Land Owner) and/or Society / Association / Condominium regarding the occupation and use of the said Project and their concerned flats therein and shall pay their respective contribution/s regularly and punctually towards the taxes and/or expenses and other outgoings in accordance with the terms of this Agreement.
- c. Not to throw dirt, rubbish rags, garbage or other refuse or permit the same to be thrown from the said Premises into the compound or the refuge floor or any portion of the said Project. To segregate or separate the dry garbage/ trash and wet garbage / trash as per the rules and regulations of the MBMC.
- d. Shall not at any time cause or permit any public or private nuisance or to use a loud speaker etc. in or upon the said Premises, the said Project or any part thereof or do anything which shall cause any annoyance, inconveniences, suffering, hardship or disturbance to the occupants of the said Project.
- e. Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Premises and/or the said Project and/or the said Lands nor litter or permit any littering in the Common Areas, Amenities and Facilities and at the Allottee/s own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated by the Allottee/s to the requirement and satisfaction of the Promoter (the Developer) or Co-Promoter (the Land Owner) and/or Society for the said Project and/or relevant government and statutory authorities.
- f. Shall neither by himself/herself/themselves or any person claiming by/ through/ from the Allottee/s do anything which may or is likely to endanger or damage the said Project or any part thereof, the Common Areas, Amenities and Facilities, and/or the said Project and/or the garden, greenery, fencing, saplings, shrubs, trees and the installations if any for providing facilities in the said Project and/or the Common Areas, Amenities and Facilities. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Project.

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- g. Shall not display at any place in the said Project and/or the said Project any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the said New Building and/or in the Common Areas, Amenities and Facilities or in any other place on the said Lands and/or on the window, doors and corridors in the said Project.
- h. Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Project and/or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the nameplate of the Allottee/s outside the said Premises in such places only as shall have been previously approved in writing by the Promoter (the Developer) or Co-Promoter (the Land Owner) and/or Society in accordance with and in such manner, position and standard design laid down in that regard.

<p>ट न ४ ४</p>	<p>i. The Allottee/s is/are aware that animal slaughter is not permitted in the said Project and Allottee/s agree/s and undertake/s not to use the open places, terrace, stairs (or any) Common Areas, Amenities and Facilities in the said Project for killing of animals and/or birds or in public view or otherwise or to offend religious feelings of other communities.</p>
<p>दस्तावेज नं. 28075</p>	<p>9ED Not to use the said Premises for any purpose other than a private residence and shall not use the said Premises for conducting social club, recruitment agency or any other purposes. Not to park at any other place and shall park all vehicles in the said Car Parking Space, the location whereof shall be notified in writing to the Allottee/s by the Promoter (the Developer) or Co-Promoter (the Land Owner) before the Date of Offer of Possession and which shall be subsequently ratified by the Society.</p>

- k. Shall not violate and shall abide by all rules and regulations framed by the Promoter (the Developer) or Co-Promoter (the Land Owner) and/or the Society/ Association/ Condominium for the purpose of maintenance and up-keep of the said Project in connection with any interior/civil works that the Allottee/s may carry out in the said Premises and for the purpose of maintenance and up-keep of the Common Areas, Amenities and Facilities.
- l. Shall not violate and shall observe and perform all the rules, regulations and bye-laws which the Society/ Association/ Condominium may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of



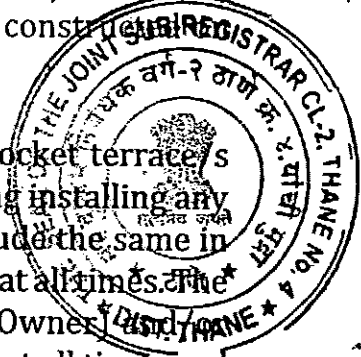
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the said Project as also the Common Areas, Amenities and Facilities as well as observance and performance of the building rules, regulations and bye-laws for the time being of the concerned Governmental Authorities. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/ Association/ Condominium regarding the occupation and use of the said Premises and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

m. Shall not do or permit or suffer to be done anything in or upon the said Premises or any part of the said Project which is or may, or which in the opinion of the Promoter (the Developer) or Co-Promoter (the Land Owner) and/or Society/ Association/ Condominium is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining flats/commercial units/Shops or the neighbourhood. Provided always that the Promoter (the Developer) or Co-Promoter (the Land Owner) and/or Society/ Association/ Condominium for the said Project shall not be responsible to the Allottee/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the Flat/Unit/Shops of the said Project and/or occupants of the buildings being constructed or to be constructed on the said Lands.

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n. Shall never in any manner enclose any flower beds/pocket terrace/s and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Premises and shall keep such areas unenclosed at all times. The Promoter (the Developer) or Co-Promoter (the Land Owner) and Society shall have the right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas, without any consent or concurrence of the Allottee/s and also to recover costs incurred for such demolition and reinstatement of the said Premises and the additional area to its original state;

o. Notwithstanding anything contrary to any of the clauses contained herein or in any other letter, no objection, permissions, deeds, documents and writings (whether executed now or in future by the Promoter (the Developer) or Co-Promoter (the Land Owner) as also permission/no objections for mortgaging the said Premises or creating any charge or lien on the said Premises and notwithstanding the mortgages/ charges/lien of or on the said Premises, the Co-Promoter (the Land Owner) shall have first and exclusive charge on the said Premises and all the right, title and interest of the Allottee/s under this Agreement for recovery of any amount due and payable by the Allottee/s to the Co-Promoter (the Land Owner) and Promoter (the Developer) under this Agreement or otherwise.

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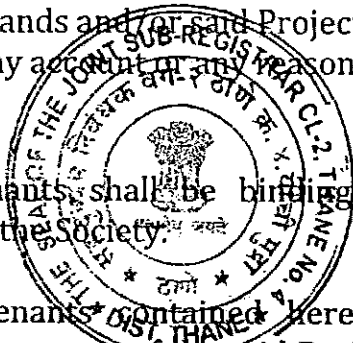
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- p. Shall not raise objections with respect to any difference in the said Project from the marketing collaterals in respect of the said Project. It shall be assumed that the Allottee(s) are aware of the fact that such marketing collaterals contain materials/pictorial depictions in the nature of artist's impressions and renderings and the same shall differ on an actual basis.
- q. The Allottee/s confirm/s, understand/s and agree/s that the information, details, images, sketches and elevation contained in the leaflets/ brochures or any other printed material are only indicative and an artistic imagination and may not be exact or accurate, and the same does not form either the basis or part of the offer or contract. The Allottee/s further confirm/s and accept/s that he/ she/ they has/have only relied upon the Approvals and duly approved/sanctioned plans. The Allottee/s confirm/s that he/she/ they have done site inspection and is/are aware that the plans can be modified / amended at any point in time by the Promoter (the Developer) or Co-Promoter (the Land Owner).
- r. The Allottee/s shall as and when called upon by the Promoter (the Developer) or Co-Promoter (the Land Owner) to sign and execute any application, affidavit, undertaking, consent as may be required for approval of additional construction beyond what is presently approved for the said Lands and/or said Project and shall not raise any objection thereto on any account in any manner whatsoever.

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- s. These covenants shall be binding and operative even after the formation of the Society.
- t. All the covenants contained herein and the obligations arising hereunder in respect of the said Project shall be equally applicable to and enforceable against any subsequent purchasers of the said Premises, in case of a transfer, as the said obligations go along with the said Premises for all intents and purposes.

18. TERMINATION

- i. Without prejudice to the other rights and remedies available to the Promoter (the Developer) or Co-Promoter (the Land Owner) under this Agreement and/or under the law, in the event the Allottee/s defaults or does not perform any of his/her/its/their obligations under this Agreement, including but not limited to making payment of all amounts due and payable as per this Agreement along with interest thereon, the Co-Promoter (the Land Owner) shall issue a notice (of such default) to the Allottee/s, and the Allottee/s shall be provided with a cure period of 15 (fifteen) days to rectify such default. In the event the Allottee/s fails to cure the default within 15 (fifteen) days, from the date of such default notice then the Co-Promoter (the Land Owner) at its sole

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discretion shall be entitled to terminate this Agreement with immediate effect.

ii. Upon/on and from the date of such termination of the Agreement, the Allottee/s unconditionally agrees and confirms that: -

a. the Allottee/s shall cease to have any right, title, interest, claim demand, etc. of any nature whatsoever in the said Premises and/or against the Promoter (the Developer) or Co-Promoter (the Land Owner) and;

b. the Co-Promoter (the Land Owner) shall be entitled to sell, allot, deal with and dispose off the said Premises and said Car Parking Space to any other person/s as it deems fit on/at such consideration and on such terms & conditions as the Co-Promoter (the Land Owner) deems fit, without any further act or consent of or recourse available to, the Allottee/s;

iii. Within 30 (Thirty) days of termination of this Agreement, the Parties shall execute and register a Deed of Cancellation of this Agreement.

iv. Within 60 (Sixty) days from the execution and admission of the execution of the Deed of Cancellation of this Agreement, the Co-Promoter (the Land Owner) shall refund to the Allottee/s the amount paid by the Allottee/s to the Co-Promoter (the Land Owner) in pursuance of this Agreement after deducting therefrom:

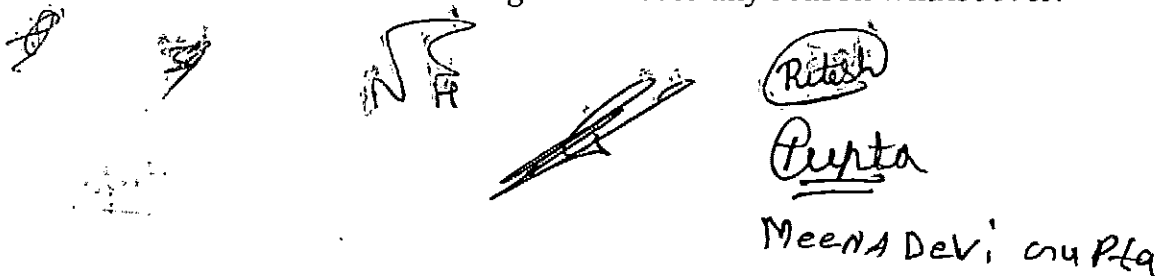
a. an amount equal to 2% of the Purchase Price of the said Premises along with said Taxes thereon (if any payable) as and by way of pre-estimated and agreed liquidated damages;

b. all the said Taxes including GST paid or payable on this Agreement as well as on the termination/cancellation of this Agreement;

c. the amount of interest due and payable by the Allottee/s to the Co-Promoter (the Land Owner) in terms of this Agreement from the date(s) of default in payment till the date of termination;

d. all losses, damages and liabilities actually incurred by the Co-Promoter (the Land Owner) on account of the default / breach of the terms and conditions of this Agreement by the Allottee/s.

v. It is agreed and clarified that the Co-Promoter (the Land Owner) shall not be liable to reimburse to the Allottee/s any of said Taxes paid such as Goods and Services Tax, Stamp Duty, Registration Fees etc. on account of termination of this Agreement for any reason whatsoever.

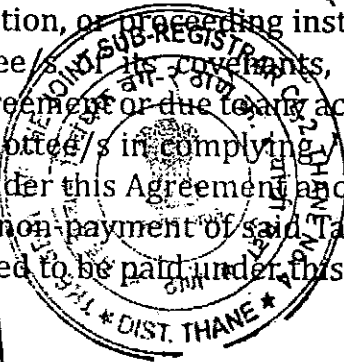
The block contains several handwritten signatures and a circular stamp. On the left, there are three distinct handwritten marks. In the center, there is a signature that appears to be 'NR'. To the right, there is a signature 'Ritesh' inside a circle, followed by another signature 'Purta' also inside a circle. Below these, the name 'MEENA DEVI' is written in capital letters, followed by 'MURTA' in a cursive script.

- vi. The aforesaid refund amount shall be accepted by the Allottee/s in full satisfaction of all his/ her/ their claim under this Agreement and/or in respect of the said Premises alongwith said Car Parking Space. The Allottee/s agree/s that receipt/deemed delivery of the refund cheque by the Allottee/s from the Co-Promoter (the Land Owner) via registered post at the address given by the Allottee/s in this Agreement whether the Allottee/s accept/s or encashes the cheque or not, will result in the amount being refunded and thereafter the Allottee/s shall have no claim in respect of the said Premises, said Car Parking Space and/or against the Co-Promoter (the Land Owner) under this Agreement.

19 MISCELLANEOUS

- i. This Agreement is presently governed by the provisions of the RERA Act and other applicable laws for the time being in force and all other ordinance, regulations, statute, etc. being enacted by the Governmental Authorities to regulate and provide for promotion, construction, sale, management and transfer of Flat/Unit/Shops on ownership basis in Maharashtra.
- ii. The Allottee/s hereby agree/s to indemnify and keep indemnified, saved, defended and harmless the Co-Promoter (the Land Owner) and/or Promoter (the Developer) against any or all costs, charges, demands, claims, losses, damages, expenses, costs or other liabilities incurred or suffered by the Co-Promoter (the Land Owner) and/or Promoter (the Developer) and/or any risk, harm or prejudice suffered or any suit, action, or proceeding instituted from or due to any breach by the Allottee/s its covenants, representations and warranties under this Agreement or due to any act, omission, breach, default on the part of the Allottee/s in complying / performing his / her/ their / its obligations under this Agreement and/or in respect of or arising out of or due to the non-payment of said Taxes, said Outgoings and/or other amounts agreed to be paid under this Agreement.

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- iii. Any delay, tolerance or indulgence shown by the Co-Promoter (the Land Owner) in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s by the Co-Promoter (the Land Owner) in respect of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s shall not in any manner prejudice the rights and remedies of the Co-Promoter (the Land Owner).
- iv. If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the RERA Rules and Regulations thereto or under any other applicable laws, such provisions of this Agreement shall be deemed to be amended or deleted in so far as they are reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the RERA Act or the RERA Rules and regulations thereto or other applicable laws, as the case may be, and the

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Meena Devi Gupta

remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of the execution of this Agreement.

- v. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing in a separate agreement duly signed by and between the Parties.
- vi. All notices to be served on the Allottee/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s by Registered Post A.D. / Under Certificate of Posting / Courier or by Hand Delivery or by Fax, E-mail to the address of the addressee at his / her / their / it address mentioned below or as may be existing in the records of the Co-Promoter (the Land Owner) based on the information and details provided by the Allottee/s.

Name: **Mr. Ritesh Nemichand Gupta**
Mr. Yohan Nemichand Gupta
Mrs. Meenadevi Nemichand Gupta

Email: guptaritesh2818@gmail.com

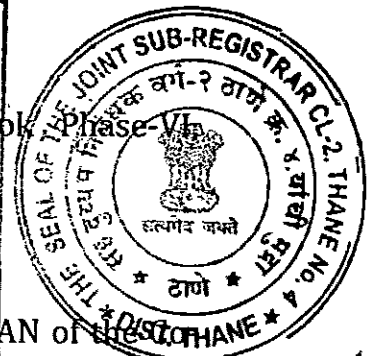
Address: A/202, Ganesh Tower, Om Sai Complex, Shivsena Galli, Janata Nagar, Bhayander (West), Thane - 401101.

SPAN DEVELOPERS

Samriddhi, Ground Floor, Annapurna Estate, Indrabhawan, Bhayander East, Thane-401105.

Email : gujaratgroups@yahoo.com

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- vii. For the purposes of this transaction, the details of the PAN of the Promoter (the Land Owner) and the Allottee/s are as follows:

(i) SPAN DEVELOPERS: ABKFS4524N

(ii) **Mr. Ritesh Nemichand Gupta: -(CMMPG8592H)**

Mr. Yohan Nemichand Gupta: -(DMJPG6915A)

Mr. Meenadevi Nemichand Gupta :- (AJJPG4155G)

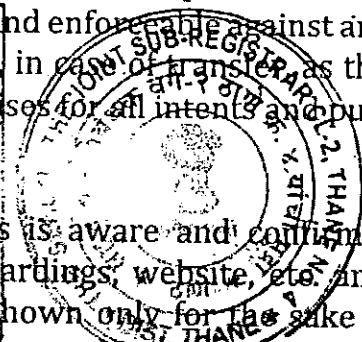
- viii. This Agreement is the sole repository of the terms and conditions governing the allotment of the said Premises and/or said Car Parking Space to the Allottee/s and overrides any other terms and conditions hereto before agreed upon between the Allottee/s and the Co-Promoter (the Land Owner) which may in any manner be inconsistent with what is stated herein.

- ix. That in case there are joint allottees, all communications shall be sent by the Co-Promoter (the Land Owner) to the Allottee/s whose name appears first and at the address given by him/ her which shall for all intents and purposes to consider as properly served on all the allottees.

Meena Devi Gupta

- x. The Allottee/s and the Co-Promoter (the Land Owner) shall present this Agreement at the proper registration office the time limit prescribed by the Registration Act, 1908 and the Parties hereby undertake to attend such office of the sub-registrar and admit the execution hereof. The stamp duty and registration charges payable on this Agreement and all other writing/s shall be borne and paid by the Allottee/s alone.
- xi. This Agreement and the rights, entitlements and obligations of the Parties under or arising out this Agreement shall be construed and enforced in accordance with the laws of India, and the Court of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.
- xii. Wherever in this Agreement it is stipulated that the Allottee/s have to make any payment in common with other purchasers/allottees in the said Project the same shall be in proportion to the carpet area of the said Premises to the carpet area of all other flats in the said Project.
- xiii. 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 said Project shall equally be applicable to and enforceable against any subsequent purchasers or the said Premises, in case of transfer, as the said obligation go along with the said Premises for all intents and purposes.

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- xiv. The Allottee/s is aware and confirms that all pamphlets, leaflets, brochures, hoardings, website, etc. and other promotional media or medium are shown only for the sake of advertisement and that this Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes, overrides and cancels any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.
- xv. The Allottee/s hereby declare that he / she / they / it have gone through this Agreement and all the documents related to the said Lands and the said Premises and has / have expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied has / have entered into this Agreement and further agree not to raise any dispute or objection in regard to the same.
- xvi. 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

Ritesh

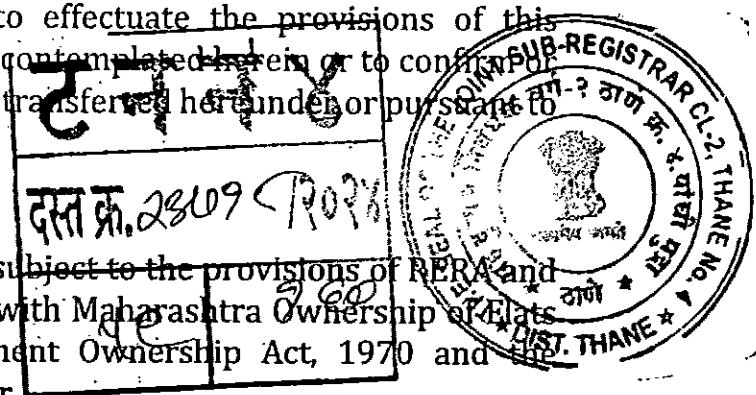
 Meena Devi Gupta

written or oral, if any, between the Parties in regard to the said Premises.

xvii. If any dispute or difference arises between the Parties hereto at any time relating to the construction or interpretation, validity and implementation of this Agreement or breach of any term or provision hereof or anything done or omitted to be done pursuant to this Agreement, then the Parties shall attempt in the first instance to resolve the same by negotiations. If the dispute or difference cannot be resolved within a period of 30 (Thirty) days, from the notice by the aggrieved Party, then the dispute shall be referred to the Regulatory Authority as per the provisions of RERA. The Co-Promoter (the Land Owner) herein has specifically informed the Allottee/s and the Allottee/s hereby agree, confirm and undertake that irrespective of any disputes, which may arise between the Co-Promoter (the Land Owner) and the Allottee/s, the Allottee/s shall punctually pay all amounts payable under this Agreement including towards Purchase Price along with all the Taxes and Outgoings payable on sale or transfer of the said Premises and/or any other amounts payable under this Agreement and shall not withhold the same for any reason whatsoever.

xviii. 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 reasonable 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.

xix. This Agreement shall always be subject to the provisions of RERA and the same shall be read together with Maharashtra Ownership of Flats Act, 1963, Maharashtra Apartment Ownership Act, 1970 and respective rules made thereunder.



IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

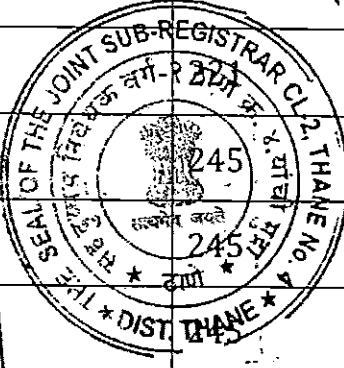
(Description of the said Lands)

All those pieces and parcels of lands collectively admeasuring 31,960 square meters situated at revenue Village Bhayander, Taluka and District Thane, lying, being and situate at Bhayander West, within the limits of Mira Bhayander Municipal Corporation/ Mira Bhayander Mahanagarपालिका (MBMC), which are mentioned in the table below:

Meena Devi Gupta

Sr.	Old Survey No.	New Survey No.	Hissa No.	Sq. Mtrs.
1.	580	222	6	1453
2.	567	267	2/1	1210
3.	567	267	1	3090
4.	564	221	1	848
5.	579	245	2	960
6.	579	245	1A	910
7.	565	220	6	760
8.	565	220	7	830
9.	579	245	3A	660
10.	579	245	1B	400
11.	564	221	8	19
12.	580	222	1	3897
13.	580	222	2	26
14.	579	245	3B	1160
15.	564	221	4B	849
16.	579	245	7	1598
17.	579	245	3C	1420
18.	579	245	4	630
19.	579	245	5	1640
20.	579	245	8	2130
21.	565	220	8	1720
22.	564	221	3	1470
23.	565	220	4	880
24.	564	221	4A	690
25.	565	220	1	80
26.	565	220	9	1470

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Handwritten signatures and initials: *NS*, *Ritash*, *Pryta*

Meena Devi Ompra

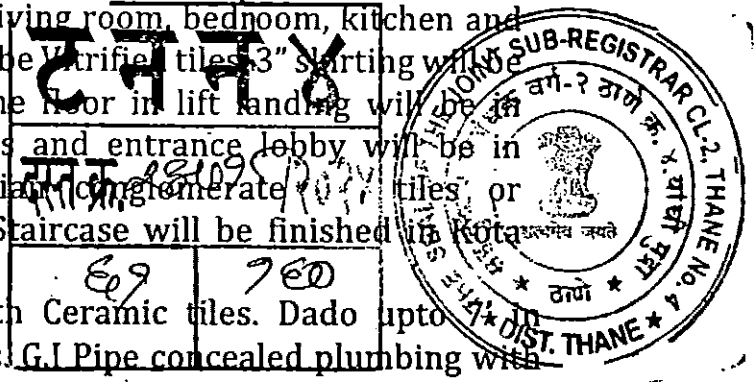
27.	565	220	10	910
28.	579	245	6	250





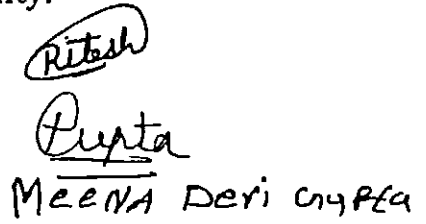
THE SECOND SCHEDULE ABOVE REFERRED TO:
(Description of the said Plot)

A portion of the demarcated land admeasuring 6,042 square meters which is identified and delineated in a yellow colour boundary line on the plan hereto annexed and marked as **Annexure "B"**, situated at revenue Village Bhayander, Taluka and District Thane, lying, being and situate at Bhayander West, within the limits of Mira Bhayander Municipal Corporation.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Description of the Common Areas, Amenities and Facilities on the said Plot)

- STRUCTURE : RCC framed structure.
- WALLS : Autoclaved Cement Concrete Blocks/Brick walls without plaster. External walls of the building will be finished with textured paint or equivalent
- DOORS : Wooden Door frames.
Door shutters will be hot pressed solid core flush doors with cylinder type mortice lock.
- WINDOWS : Coloured Anodized Aluminium sliding windows with light tinted glass glazing.
- FLOORING : Flooring in living room, bedroom, kitchen and passage will be Vitrified tiles 3" starting with provided. The floor in lift landing will be Vitrified tiles and entrance lobby will be in vitrified/Italian (Conglomerate) tiles or equivalent. Staircase will be finished in stone.
- TOILETS : Flooring with Ceramic tiles. Dado upto ceramic tiles. G.I Pipe concealed plumbing with sanitary ware and Jaguar or equivalent CP fittings will be provided. One Geyser will be provided in each toilet.
- KITCHEN : Granite or equivalent kitchen platform with stainless steel sink. Dado with ceramic tiles up to door height above platform.
- ELECTRIFICATION: Three phase Copper wiring with ELCB & MCB laid in concealed PVC conduits with adequate lights & power points. One Telephone & TV point in bed rooms and living room. Modular type switches will be provided.
- LIFTS : Branded Lift in each building will be provided.
- CABLE TV / SECURITY: Cable TV point will be provided (subject to conditions). Intercom Facility.



THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Description of the said Premises)

Flat/~~Unit/Shop~~ no. **1004** of RERA carpet area admeasuring **60.80** square meters plus other usable carpet area admeasuring **9.71** Sq. Meters and total usable area admeasuring **70.51** Sq. Meters the on **10th** floor in the project known as "**WINDERMERE - TOWER A**" proposed to be constructed on a portion of the said Plot.

IN WITNESS WHEREOF the CO-PROMOTER (the LAND OWNER) and the ALLOTTEE/S have hereunto set and subscribed their respective hands on the day and year first hereinabove written.

Signed and Delivered by the within named)
"Co-Promoter (the Land Owner)")

M/s SPAN DEVELOPERS)
through the hands of its Authorized Signatory)

Mr. Gopalji Dwivedi



For SPAN DEVELOPERS

[Signature]
PARTNER

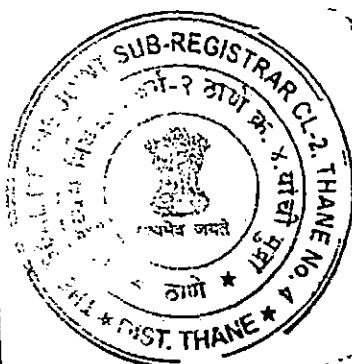
Mr. Nitesh Hedpara



For SPAN DEVELOPERS

[Signature]
PARTNER

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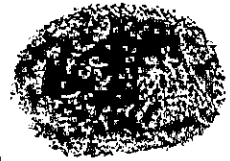
Mr. Narpatraj Mehta



For SPAN DEVELOPERS

Narpatraj Mehta
PARTNER

Ram Fincap Pvt. Ltd.
Director
Mr. Ghanshyam Rander



For SPAN DEVELOPERS

Ghanshyam Rander
PARTNER

in the presence of....

1. *N. B. Gupta* -

2. *Ritesh*

Signed and Delivered by the within named
"ALLOTTEE/S"

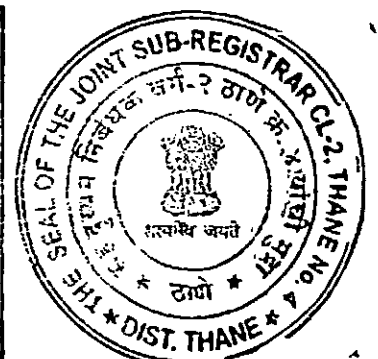
Mr. Ritesh Nemichand Gupta



Ritesh



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६८	१६०



Mr. Yohan Nemichand Gupta



Yohan



Mrs. Meenadevi Nemichand Gupta



MEENA DEVI GUPTA



in the presence of...

1. N. R. Gupta

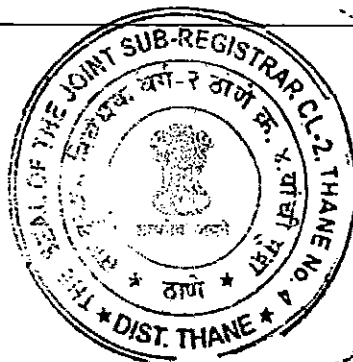
2. R. R. Gupta

RECEIPT

Received with thanks from the above named Allottee/s, a sum of **Rs. 10,00,000/- (Rupees Ten Lakh Only)** being part of the Purchase Price vide RTGS bearing reference no./Cheque No./ Demand Draft No., Via the below mentioned details: -

Date	Bank Name.	CHEQUE NO	Amount(Rs.)
04/09/2024	Union Bank of India	345510	10,00,000/-
TOTAL			10,00,000/-


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We say received

Rs. 10,00,000/-

For SPAN DEVELOPERS


PARTNER

M/s Span Developers

For SPAN DEVELOPERS


Partners PARTNER

Witnesses:

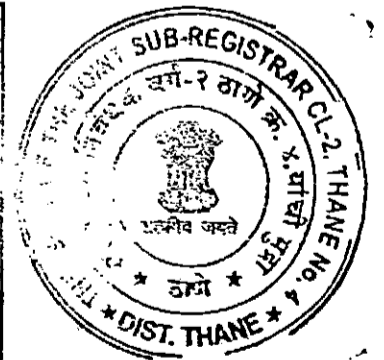
1. N. B. Gupta -

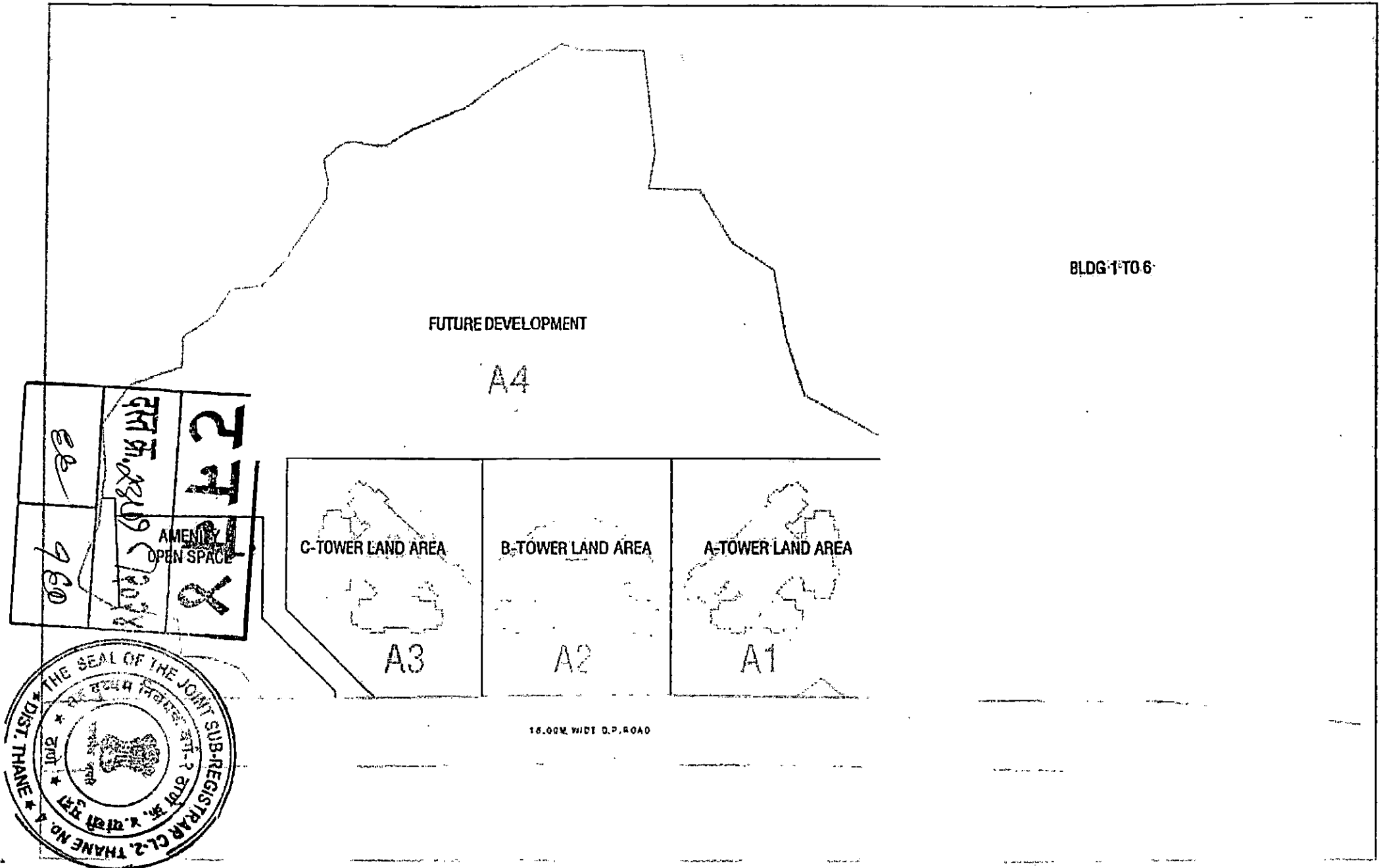
2. R. K. Sharma

LIST OF ANNEXURES

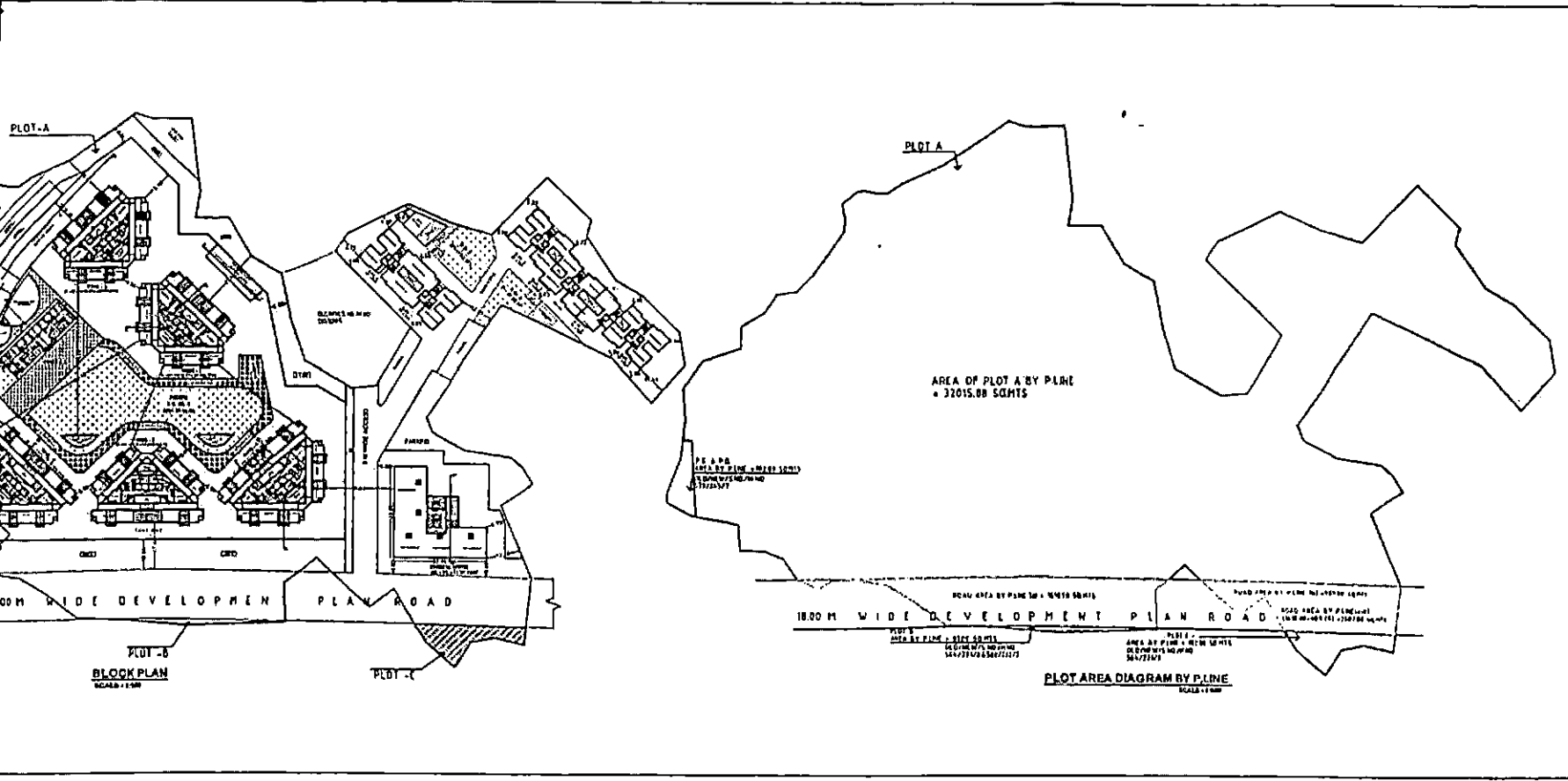
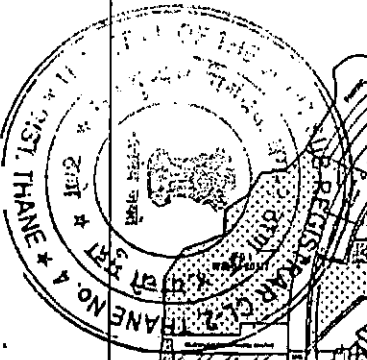
Annexure "A"	Plan showing said Lands
Annexure "B"	Plan showing said Plot and Other Portions of said Lands
Annexure "C"	Commencement Certificate
Annexure "D"	Copy of the sanctioned layout plan.
Annexure "E"	Property Register Cards
Annexure "F"	Legal Title Report
Annexure "G"	Floor Plan showing the said Premises
Annexure "H"	standard fixtures and fittings to be provided in the said Premises
Annexure "I"	RERA Authority certificate of registration bearing number P51700052078 dated 19/07/2023

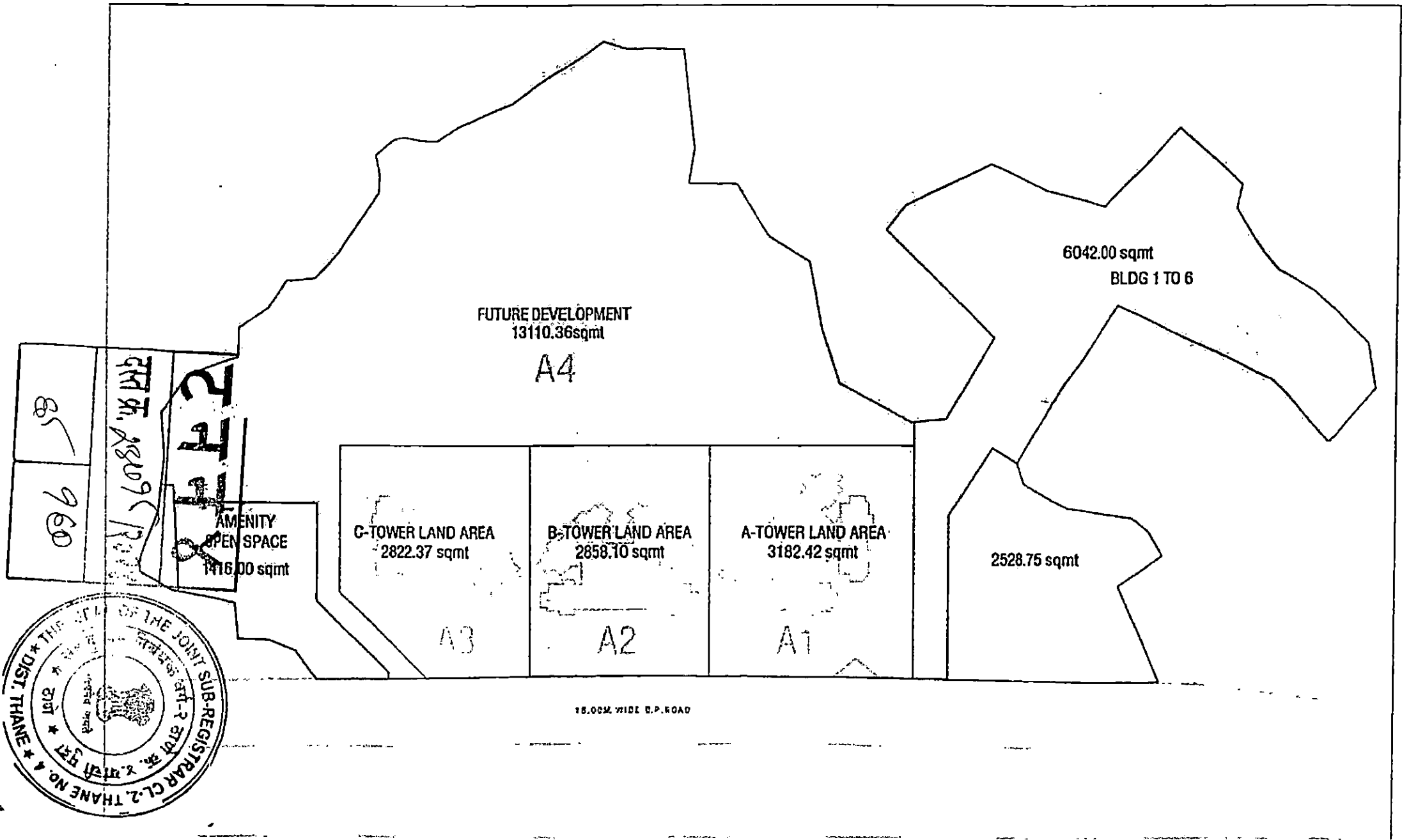
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ANNEXURE-C

C.C. (Legal) 2022 (9)



मिरा भाईंदर महानगरपालिका

नगररचना विभाग



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

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

जा.क्र. :- मनपा/नरा 2034/2022 - 2023

दिनांक :- 8/99/2022

प्रति,

अधिकार पत्रधारक - - मे. स्पॅन डेव्हलपर्स

द्वारा - वास्तुविशारद - - मे. नकाशा आर्किटेक्ट

विषय :- मिरा भाईंदर महानगरपालिका क्षेत्रातील मौजे - भाईंदर

सर्वे क्र./ हिस्सा क्र. 221(564)/1.3.4अ.4ब.8 स.क्र.220(565)/1.4.6.7.8.9

व 10 स.क्र.267(567)/1 व 2/1. स.क्र. 245(579)/ 1अ.1ब.2. 3अ.3ब.3क.

4.5.6.7 व 8 स.क्र.222(580)/1.2.6 या जागेतील बांधकाम परवानगीतील

उर्वरीत बांधकाम क्षेत्र (Release) करणेबाबत.

संदर्भ :- 1) आपला 15/09/2022 चा अर्ज.

- मे. सक्षम प्राधिकारी नागरी संकुलन ठाणे यांचेकडील क्र.युएलसी/टिए/टे.नं.6/भाईंदर/एसआर-447,893 दि.05/11/2007 अन्वये कलम 8(4) आदेश, युएलसी/टिए/एटीपी/कलम-20/एसआर/1695/313/20 दि.30/06/2020, युएलसी/टिए/एटीपी/कलम-20/एसआर/1696/308/20 दि.30/06/2020, युएलसी/टिए/एटीपी/कलम-20/एसआर/1858/328/20 दि.30/07/2020, युएलसी/टिए/एटीपी/कलम-20/एसआर/1658/304/20 दि.30/06/2020, युएलसी/टिए/एटीपी/20/एसआर/1551/310/20 दि.30/06/2020 अन्वये कलम 20 आदेशाबाबत नाहरकत दाखला, तसेच क्र.युएलसी/टिए/एटीपी/नाहरकत दाखला/कलम-20/एसआर/1027 दि.28/02/2012, युएलसी/टिए/एटीपी/नाहरकत दाखला/कलम-20/एसआर/172 दि.28/02/2012, युएलसी/टिए/एटीपी/नाहरकत दाखला/कलम-20/एसआर/1029 दि.28/02/2012, युएलसी/टिए/एटीपी/नाहरकत दाखला/कलम-20/एसआर/1022 दि.28/02/2012, युएलसी/टिए/एटीपी/नाहरकत दाखला/कलम-20/एसआर/44 दि.28/02/2012, युएलसी/टिए/एटीपी/नाहरकत दाखला/कलम-20/एसआर/1028 दि.28/02/2012, युएलसी/टिए/एटीपी/नाहरकत दाखला/कलम-20/एसआर/1030 दि.28/02/2012, युएलसी/टिए/एटीपी/नाहरकत दाखला/कलम-20/एसआर/1026 दि.28/02/2012, युएलसी/टिए/एटीपी/नाहरकत दाखला/कलम-20/एसआर/1024 दि.28/02/2012 अन्वयेच

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मिरा भाईंदर महानगरपालिका

नगररचना विभाग

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

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



जा.क्र :- मनपा/नर 2234/2022-2023

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- 3) मा. जिल्हाधिकारी ठाणे यांचेकडील अकृषिक परवानगी पत्र क्र. महसुल/क-1/टे-1/एनएपी/एसआर-42/2002 दि.08/09/2003 अन्वये अकृषिक परवानगी, महसुल/क-1/टे-2/भाईन्दर/सनद/एसआर-34/2019 दि.15/10/2019 व महसुल/क-1/टे-2/ भाईन्दर/सनद/एसआर-48/2018 दि.05/03/2019 व महसुल/ क-1/टे-2/ भाईन्दर/सनद/एसआर-21/2019 दि.11/09/2019 अन्वये सनद

दि. इस्टेट इन्व्हेस्टमेंट कं.प्रा.लि., यांचेकडील

पत्र क्र. RE/314 Dt.26/02/03, EI/NOC/553/2011 Dt.11/07/2011,

EI/NOC/715/2012 Dt.04/04/2012, EI/NOC/600/2011

Dt.12/09/2011, EI/NOC/721/2012 Dt.11/04/2012,

EI/NOC/716/2012 Dt.04/04/2012, EI/NOC/715/2012

Dt.04/04/2012, EI/NOC/602/2011 Dt.12/09/2011,

EI/NOC/717/2012 Dt.04/04/2012, EI/NOC/714/2012

Dt.04/04/2012, EI/NOC/565/2011 Dt.20/07/2011,

EI/NOC/634/2011 Dt.13/10/2011, EI/NOC/635/2011

Dt.13/10/2011, EI/NOC/636/2011 Dt.13/10/2011,

EI/NOC/720/2012 Dt.04/04/2012, EI/NOC/719/2012

Dt.04/04/2012, EI/NOC/566/2011 Dt.20/07/2011,

EI/NOC/552/2011 Dt.11/07/2011, EI/NOC/714/2012

Dt.04/04/2012, EI/NOC/601/2011 Dt.12/09/2011,

EI/NOC/553/2011 Dt.11/07/2011, EI/NOC/755/2012

Dt.27/07/2012, EI/NOC/721/2012 Dt.11/04/2012,

EI/NOC/718/2012 Dt.04/04/2012 अन्वये नाहरकत दाखला.

- 5) पर्यावरण विभागाकडील पत्र क्र. SIA/MH/MIS/64368/2021 दि.03/08/2022

अन्वये नाहरकत दाखला.

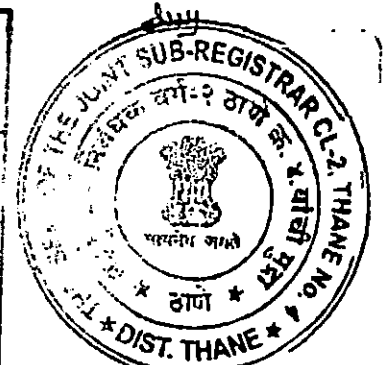
- 6) अग्निशमन विभागाकडील पत्र क्र. मनपा/अग्नि/337/20-21 दि.26/10/2020

रोजीचा तात्पुरता नाहरकत दाखला

- 7) या कार्यालयाकडील पत्र क्र. मिभा/मनपा/नर/3308/2021-22 दि.07/01/2022

अन्वये बांधकाम परवानगी

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मिरा भाईंदर महानगरपालिका

नगररचना विभाग

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

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



जा.क्र. :- मनपा/नर 2234/2022-2023

दिनांक :- 8/9/2022

:- बांधकाम परवानगी :-

महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 च्या कलम 44, 45 अन्वये व महाराष्ट्र महानगरपालिका अधिनियम 1949 चे कलम 253 ते 269 विकास कार्य करण्यासाठी / बांधकाम मिळण्यासाठी आपण विनंती केले नुसार मिरा भाईंदर महानगरपालिका क्षेत्रातील मोजे - भाईंदर, सर्वे क्र./हिस्सा क्र. 221(564)/1,3,4अ,4ब,8 स.क्र.220(565)/1,4,6,7,8,9 व 10 स.क्र.267(567)/1 व 2/1, स.क्र.245(579)/1अ,1ब,2,3अ,3ब,3क,4,5,6,7 व 8 स.क्र.222(580)/1,2,6 जागेतील रेखांकन, इमारतीचे बांधकाम नकाशांस आपणांकडून खालील अटी व शर्तीचे अनुपालन होण्याच्या अधीन राहून ही मंजूरी देण्यात येत आहे.

- 1) सदर भूखंडाचा वापर फक्त बांधकाम नकाशात दर्शविलेल्या रहिवास + वाणिज्य 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 त्यांची उपअधिकक भूमि अभिलेख, ठाणे यांनी प्रमाणीत केलेली नकाशाची प्रत या कार्यालयाच्या अभिलेखार्थ दोन प्रतीमध्ये पाठविणेची आहे 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 दुय्यम / दुस-या विकासकाने मंजूर बांधकाम नकाशे व चटईक्षेत्राचे व परवानगीत नमुद अटी व शर्तीचे उल्लंघन केल्यास / पालन न केल्यास या सर्व कृतीस मुळ विकासक व वास्तुविशारद जबाबदार राहिल.
- 5) या जागेच्या आजुबाजुला जे पूर्वीचे नकाशे मंजूर झाले आहेत त्याचे रस्ते हे सदर नकाशातील रस्त्याशी प्रत्यक्ष मोजणीचे व सिमांकनाचे वेळी सुसंगत जुळणे आवश्यक आहे. तसेच या जागेवरील प्रस्तावीत होणा-या बांधकामास रस्ते संलग्नित ठेवणे व सार्वजनिक वापरासाठी खुले ठेवणेची जबाबदारी विकासक / वास्तुविशारद / धारक यांची राहिल. रस्त्याबाबत व वापराबाबत आपली / धारकांची कोणताही हरकत असणार नाही.
- 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 यापुढे वेळोवेळी होणा-या सर्व आदेशाची अंमलबजावणी करण्याची जबाबदारी विकासक व वास्तुविशारद इतर धारक यांची राहिल.

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मिरा भाईंदर महानगरपालिका

नगररचना विभाग

स्वामी विवेकानंद भवन आरबीकेस्कूलच्या बाजूला कनाकिया मिरारोड (पु.)

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



जा.क्र. :- मनपा/नरा 2234/2022-2023

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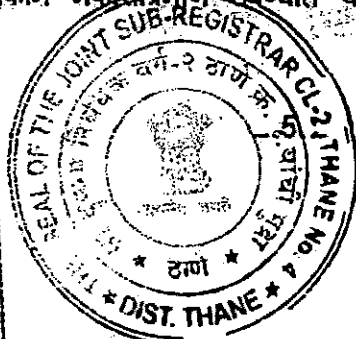
क्षमण व्यवस्था याबाबत नॅशनल बिल्डींग कोड प्रमाणे तरतुदी करून कार्यान्वीत करणे व सुसामान्य बांधकाम चालू असतांना तांत्रिक व अतांत्रिक कार्यवाही पूर्ण करून त्याची पालन करण्याची जबाबदारी अर्जदार, विकासक, स्ट्रक्चरल अभियंता, वास्तुविशारद, बांधकाम पर्यवेक्षक, धारक, मालक, संयुक्तपणे राहिल.

- 14) रेखांकनातील जागेत विद्यमान झाडे असल्यास तोडण्यासाठी महानगरपालिकेची व इतर विभागांची पूर्व मंजूरी प्राप्त करणे बंधनकारक आहे. तसेच खुल्या जागेत वृक्षारोपण करण्यात यावे.
- 15) मंजूर बांधकाम नकाशे व जागेवरील बांधकाम यामध्ये तफावत असल्यास नियमावलीनुसार त्वरीत सुधारीत बांधकाम नकाशांना मंजूरी घेणे बंधनकारक आहे. अन्यथा हे बांधकाम मंजूर विकास नियंत्रण नियमावलीनुसार अनाधिकृत ठरते त्यानुसार उक्त अनाधिकृत बांधकाम तोडण्याची कार्यवाही करण्यात येईल.
- 16) बांधकाम साहित्य रस्त्यावर व सार्वजनिक ठिकाणी ठेवता येणार नाही. याबाबतचे उल्लंघन झाल्यास महानगरपालिकेकडून आपणाविरुद्ध दंडात्मक कार्यवाही करण्यात येईल.
- 17) महानगरपालिकेने मंजूर केलेले बांधकाम नकाशे व बांधकाम प्रारंभपत्र रद्द करण्याची कार्यवाही खालील बाबतीत करण्यात येईल व महाराष्ट्र महानगरपालिका अधिनियम 1949 व महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 च्या तरतुदीनुसार संबंधिताविरुद्ध विहित कार्यवाही करण्यात येईल.

- 1) मंजूर बांधकाम नकाशाप्रमाणे बांधकाम न केल्यास.
- 2) मंजूर बांधकाम नकाशे व प्रारंभपत्रातील नमुद सर्व अटी व शर्तीचे पालन होत नसल्याचे निदर्शनास आल्यास.
- 3) प्रस्तावित जागेचे वापरात महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 व इतर अधिनियमान्वये प्रस्तावाखालील जागेच्या वापरात बदल होत असल्यास अथवा वापरात बदल करण्याचे नियोजित केल्यास.
- 4) महानगरपालिकेकडे सादर केलेल्या प्रस्तावात चुकीची माहिती व विधी ग्राह्यता नसलेली कागदपत्रे सादर केल्यास व प्रस्तावाच्या अनुषंगाने महानगरपालिकेची दिशामूल केल्याचे निदर्शनास आल्यास या अधिनियमाचे कलम 25C अन्वये कार्यवाही करण्यात येईल.

- 18) प्रस्तावित इमारतीमध्ये तळ मजल्यावर स्टिल्ट (Still) प्रस्तावित केले असल्यास स्टिल्टची उंची मंजूर बांधकाम नकाशाप्रमाणे ठरवण्यात यावी व या जागेचा वापर वाहनतळासाठीच

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मिरा भाईंदर महानगरपालिका

नगररचना विभाग

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

जि. ठाणे - 401 107. दूरध्वनी : 022-28121455. E-mail: id: tp@mbrmc.gov.in



जा.क्र :- मनपा/नर/2034/2022-2023

दिनांक :- 8/99/2022



मंजूर विकास योजनेत विकास योजना रस्त्याने / रस्ता रुंदीकरणाने बाधित होणारे क्षेत्र 2607.00 चौ.मी. महानगरपालिकेकडे हस्तांतर केले असल्याने व ह्या हस्तांतर केलेल्या जागेच्या मोबदल्यात आपणास अतिरिक्त चॅटईक्षेत्राचा लाभ / मंजूरी देण्यात आली असल्याने सदरचे क्षेत्र कायमस्वरूपाची खुले, मोकळे, अतिक्रमणविरहीत ठेवण्याची जबाबदारी विकासकाची राहिल. तसेच या जागेचा मालकीहक्क इतरांकडे केल्याही परिस्थितीत व केव्हाही वर्ग करता येणार नाही. तसेच या क्षेत्राचा इतरांकडून मोबदला आपणास इतर संबंधितास व धारकास स्विकारता येणार नाही.

- 20) मंजूर रेखाकनाच्या 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 प्रथम वापर परवाना प्राप्त करून घेणे व तदनंतरच इमारतीचा वापरासाठी वापर करणे अनिवार्य आहे. महानगरपालिकेकडून वापर परवाना न घेता इमारतीचा वापर चालू असल्याचे निदर्शनास आल्यास वास्तुविशारद, विकासक व धारक यांच्यावर व्यक्तिशः कायदेशीर कार्यवाही करण्यात येईल.
- 22) या मंजूरीची मुदत चार वर्षांपर्यंत राहिल. तथापि एका वर्षात काम सुरु न केल्यास एकत्रिकृत विकास नियंत्रण प्रोत्साहन नियमावली मधील विनियम 2.71 नुसार परवानगी नुतनीकरण करण्याची जबाबदारी विकासकाची राहिल. अन्यथा सदरची मंजूरी कायदेशीररित्या आपोआप रद्द होईल.
- 23) सदरच्या आदेशातील अटी व शर्तीचे पालन करणेची जबाबदारी अधिकारपत्रधारक, बांधकाम पर्यवेक्षक, वास्तुविशारद, स्ट्रक्चरल अभियंता व धारक यांची राहिल.
- 24) सदर जागेच्या मालकीबाबत व न्यायालयात दावा प्रलंबित नसल्याबाबत आपण प्रतिज्ञापत्र दि.11/02/2021 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 या जागेच्या मालकीहक्काची विसंगती आढळल्यास सदर परवानगी रद्द समजणेत येईल.

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मिरा भाईंदर महानगरपालिका

नगररचना विभाग



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

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

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26) यासोबतच्या मंजूर रेखांकनात प्रस्तावित केलेल्या इमारतीचे बांधकाम खालीलप्रमाणे मर्यादीत ठेवून त्यानुसार कार्यान्वीत करणे बंधनकारक राहिल.

अ.क्र.	इमारतीचे नांव / प्रकार	संख्या	तळ + मजले	प्रस्तावित बांधकाम क्षेत्र (चौ.मी.)
1	शॉप	1	तळ मजला + 2	4022.36
2	विंग "अ"	1	स्टिल्ट + 4 पॉडिअम + 17	12112.75
3	विंग "बी"	1	स्टिल्ट + 4 पॉडिअम + 17	11982.41
4	विंग "सी"	1	स्टिल्ट + 4 पॉडिअम + 17	12021.32
5	विंग "डी"	1	स्टिल्ट + 4 पॉडिअम + 3	2321.35
6	विंग "ई"	1	स्टिल्ट + 4 पॉडिअम + 2	1703.29
7	इमारत 1	1	स्टिल्ट + 7	1586.25
8	इमारत 2	1	स्टिल्ट + 7	1586.25
9	इमारत 3	1	स्टिल्ट + 7	1587.45
10	इमारत 4	1	स्टिल्ट + 7	1587.45
11	इमारत 5	1	स्टिल्ट + 7	913.25
12	इमारत 6	1	स्टिल्ट + 7	1587.45
13	बिझनेस सेंटर	1	तळ + स्टिल्ट + 1	966.63
14	क्लब हाऊस	1	तळ + 1	-
एकूण बांधकाम क्षेत्र				53978.21

27) जागेवर रेल वॉटर हार्वेस्टिंगची व्यवस्था करणे तसेच त्याबाबतची यंत्रणा स्वतंत्र ओव्हरटॅक व प्लॅनिंग लाईनसह कार्यान्वीत ठेवणे व त्याबाबत पाणीपुरवठा विभागाकडील प्रमाणपत्र सादर करणे बंधनकारक राहिल.

28) रेखांकनातील जागेत सिप्टिक टॅकचे बांधकाम IS-2470 च्या मानकानुसार बांधणे आवश्यक राहिल.

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मिरा भाईंदर महानगरपालिका

नगररचना विभाग

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

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



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29) प्रस्तावित इमारतीसाठी भोगवटा दाखल्यापूर्वी प्रती सदर 100 लिटर या क्षमतेची सौर उर्जा वरिल 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.

30) भोगवटा दाखल्यापूर्वी सदर वृक्ष प्राधिकरणाच्या सल्ल्याप्रमाणे भूखंडामध्ये प्रती 100 चौ.मी. करिता दोन झाडे याप्रमाणे तसेच आर.जी. च्या भूखंडामध्ये प्रती 100 चौ.मी. करिता पाच झाडांची लागवड करून त्याबाबत वृक्ष प्राधिकरण विभागाकडील नाहरकत दाखला सादर करणे बंधनकारक राहिल.

31) भोगवटा दाखल्यापूर्वी अग्निशमन विभागाकडील तात्पूरता नाहरकत दाखल्यामधील अटीशर्तीची पूर्तता करून अंतिम नाहरकत दाखला सादर करणे बंधनकारक राहिल.

32) विषयाकित जागेसाठी रूपातरीत कर्ताचा भरणा करणेसह सदर जागेसाठीची सनद सादर करणे व सदर सनद मधील अटीशर्तीची व अकृषिक परवानगीच्या आदेशामधील अटीशर्तीची पूर्तता करणे आपणावर बंधनकारक राहिल.

33) महाराष्ट्र महानगरपालिका अधिनियम 1949 चे कलम 263 अन्वये भोगवटा दाखला घेणे आपणावर बंधनकारक राहिल.

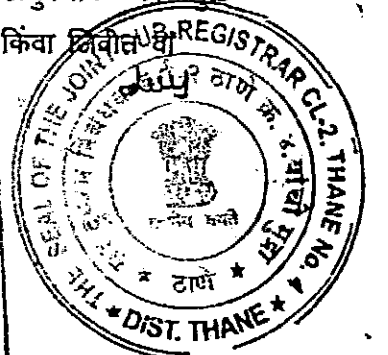
34) सदरच्या जागेवर बांधकामासाठी 200 पेक्षा जास्त बांधकाम कामगार असल्यास काम करणाऱ्या बांधकाम कामगारांसाठी महाराष्ट्र इमारत व इतर बांधकाम कामगार कल्याणकारी मंडळ यांचेमार्फत राबविण्यात येणाऱ्या योजना, त्यासाठीचे अर्ज, त्यासंबंधी इतर आवश्यक माहिती तसेच पात्र बांधकाम कामगारांची नोंदणी करिता आवश्यक प्रक्रिया नोंदणी, नुतनीकरण, बांधकाम कामगारांचे बँक खाते उघडणे इत्यादी सर्व प्रकारची संबंधित कामे करणेसाठी Facilitation Centre उभारणे बंधनकारक राहिल.

35) इमारत पूर्ण झाल्यानंतर बांधकाम परवानगी मधील नमुद अटी व शर्तीचे पालन केल्याशिवाय बांधकाम पूर्णत्वाचे प्रमाणपत्र व भोगवटा दाखला देण्यात येणार नाही. अटीची पूर्तता न केल्यास महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 व महाराष्ट्र महानगरपालिका अधिनियम 1949 अन्वये विकासकावर गुन्हा नोंद करून पुढील कार्यवाही करण्यात येईल.

36) सदर जागेमध्ये इमारतीचे बांधकाम सुरु करतांना बांधकामाच्या अनुषंगीक कामामुळे सभोवतालच्या इमारतींना / बांधकामांना / रहिवाश्यांना त्रास होणार नाही किंवा निवीत



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मिरा भाईदर महानगरपालिका

नगररचना विभाग

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

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



जा.क्र :- मनपा/नर/ 2034/2022 - 2023

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वित्त हानी होणार नाही याची खबरदारी घेणेची सर्वस्वी जबाबदारी विकासक / वास्तुविशारद, स्ट्रक्चरल इंजिनिअर / साईट सुपरव्हाईजर यांची राहणार असून त्यासाठी महानगरपालिका जबाबदार राहणार नाही.

- 37) सदर गृहसंकुलातील रहिवाश्यांसाठी आवश्यक क्षमतेचा जैविक खत निर्माती प्रकल्प कार्यान्वीत करणे आपणावर बंधनकारक राहिल.
- 38) रेखांकनातील प्रस्तावित वाहनतळांमध्ये इलेक्ट्रिक वाहनांकरिता मान्यताप्राप्त रेखांकन इलेक्ट्रिक चार्जिंग पॉईंट लावणे व त्याबाबतचा दाखला इमारतीच्या भोगवटा दाखल्यापूर्वी सादर करणे प्रस्तावाचे विकासक यांचेवर बंधनकारक राहिल.
- 39) शासनास हस्तांतरीत करावयाच्या सदनिका शासनास हस्तांतरीत करून त्याबाबतच्या नाहरकत दाखल्यासह शासनाच्या इतर विभागाकडील आवश्यक नाहरकत दाखले / परवानग्या प्राप्त करून घेणेची सर्वस्वी जबाबदारी विकासक व वास्तुविशारद यांची राहिल.
- 40) सदर जागेमध्ये माती भरणी किंवा खोदकाम करणेसाठी संबंधित महसूल प्राधिकरणाकडून परवानगी घेणे व त्याअनुषंगीक आवश्यक शुल्काचा भरणा करणे बंधनकारक राहिल.
- 41) सदर जागेबाबत शासन निर्देशाप्रमाणे आवश्यक असणा-या परवानग्या / नाहरकत दाखले प्राप्त करून घेणेची जबाबदारी विकासकाची राहिल.
- 42) 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.
- 43) मा. शासनाच्या एकत्रिकृत विकास नियंत्रण व प्रोत्साहन नियमावली (UDGPR) मधील विनियम क्र.2.2.14(B) Option-2 अन्वये अॅन्सलरी व अतिरिक्त प्रिमियम शुल्कामध्ये सवलत घेतल्याने सोबत सादर केलेल्या प्रतिज्ञापत्रानुसार उर्वरित अॅन्सलरी प्रिमियम शुल्क रु.4,00,00,000/- (अक्षरी रुपये चार कोटी मात्र) हे 8.50% प्रति वर्ष व्याजाने मंजूर रेखांकनातील सदर इमारतीच्या भोगवटा दाखल्यावेळी भरणा करणे विकासक व वास्तुविशारद यांचेवर बंधनकारक राहिल.
- 44) भोगवटा दाखल्यापूर्वी शासन अधिसूचना क्र. टिपीएस-1218/2710/प्र.क्र.117/18, नवि-12,

दि.06/10/2018 मनाफे/सदर/सदर/सदरमध्ये आवश्यक क्षमतेचा सांडपाणी प्रक्रिया व पुर्नवास्तुसाठीचा प्रकल्प उभारून कार्यान्वीत करणे बंधनकारक राहिल.

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मिरा भाईंदर महानगरपालिका

नगररचना विभाग



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

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

जा.क्र. - मनपा/नर 2234/2022-23

दिनांक :- 8/99/2022

- 45). प्रस्तावित जागेतील बांधकाम सुरु केल्यापासून ते बांधकाम पूर्ण होईपर्यंतच्या कालावधीमध्ये सुरक्षीतेच्या 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.
- 46) विकासक यांनी दि.13/10/2022 अन्वये दिलेल्या हमीपत्रानुसार जागेवर प्रत्यक्ष बांधकाम चालू करण्यापूर्वी 18:00 मी. रुंद विकास योजना रस्ता जागेवर पक्क्या स्वरूपात विकसित करणे बंधनकारक राहिल.
- 47). प्रस्तावित इमारतीसाठी सार्वजनिक बांधकाम विभागाने निश्चित केलेल्या बॅचमार्क क्र.6(TBM) RL-4.734 मी., कल्पना चावला, अग्निशमन केंद्र, 150 फुट रोड, भाईंदर (प.) नुसार इमारतीची Plinth Level ठेवणे विकासक / वास्तुविशारद / सल्लागार अभियंता यांचेवर बंधनकारक राहिल.

जा.क्र. मनपा/नर 12234/2022-23 दि. 8/99/2022

(Signature)

(मा. आयुक्त तथा प्रशासक सो., यांच्या मंजूरीने)

(हे. रा. ठाकूर)

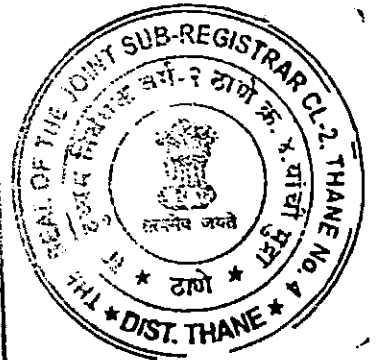
सहा: संचालक, नगररचना
मिरा भाईंदर महानगरपालिका



प्रत - माहितीस्त्व व पुढील कार्यवाहीस्त्व

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

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मिरा भाईंदर महानगरपालिका

नगररचना विभाग

स्वामी विवेकानंद भवन, आर.बी.के. स्कूलच्या बाजूला, कनाकिया, मिरासाई (पूर्व)

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



जा.क्र :- मनपा/नर/ 3494/ 2023- 2028

दिनांक :- 31/9/2028

प्रति,

अधिकार पत्रधारक - मे. स्पॅन डेव्हलपर्स

द्वारा - वास्तुविशारद - मे. नकाशा आर्किटेक्ट

विषय :- मिरा भाईंदर महानगरपालिका क्षेत्रातील मौजे भाईंदर, येथील स.क्र./हि.क्र. 221(564)/1,3,4अ,4ब,8 स.क्र. 220(565)/1,4,6,7,8,9,10, स.क्र. 267(567)/1,2/1, स.क्र. 245. (579)/1अ,1ब,2,3अ,3ब,3क, 4,5,6,7,8 स.क्र. 222(580)/1,2,6 या जागेतील नियोजित इमारत प्रकार (विंग अ, बी, सी.) या इमारतीकरीता एकत्रिकृत विकास नियंत्रण व प्रोत्साहन नियमावलीनुसार (UDCPR) सुधारीत नकाशे मंजुरीसह सुधारीत बांधकाम परवानगी देणेबाबत.

संदर्भ :- 1) आपला दि. 13/09/2023 रोजीचा प्रस्ताव.

2) नागरी जमिन कमाल धारणा अधिनियमातील आदेश

- पत्र क्र. युएलसी/टिए/डब्ल्यूएसएचएस-20/एसआर-172, दि.05/05/1995 अन्वये पत्र क्र. कलम 20 चे आदेश.
- पत्र क्र. युएलसी/टिए/एटीपी/डब्ल्यूएसएचएस-20/एसआर-1551, दि.30/06/2005 अन्वये कलम 20 चे आदेश.
- पत्र क्र. युएलसी/टिए/डब्ल्यूएसएचएस-20/एसआर-734, दि. 31/10/1994 अन्वये कलम 20 चे आदेश.
- पत्र क्र. युएलसी/टिए/एटीपी/डब्ल्यूएसएचएस-20/एसआर-1695, दि.26/09/2006 अन्वये कलम 20 चे आदेश.
- पत्र क्र. युएलसी/टिए/एटीपी/डब्ल्यूएसएचएस-20/एसआर-1696, दि.26/09/2006 अन्वये कलम 20 चे आदेश.
- पत्र क्र. युएलसी/टिए/एटीपी/डब्ल्यूएसएचएस-20/एसआर-1858, दि.15/11/2007 अन्वये कलम 20 चे आदेश.
- पत्र क्र. युएलसी/टिए/एटीपी/डब्ल्यूएसएचएस-20/एसआर-1658, दि.24/08/2006 अन्वये कलम 20 चे आदेश.
- पत्र क्र. युएलसी/टिए/एटीपी/कलम-20एस.आर.-172/548 दि.14/11/2018 अन्वयेचे आदेश

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पत्र क्र. युएलसी/टिए/एटीपी/कलम-20/1029/545 दि.14/11/2018 अन्वयेचे



मिरा भाईंदर महानगरपालिका

नगररचना विभाग



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

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

जा.क्र :- मनपा/नर 3494 | 2023-2024

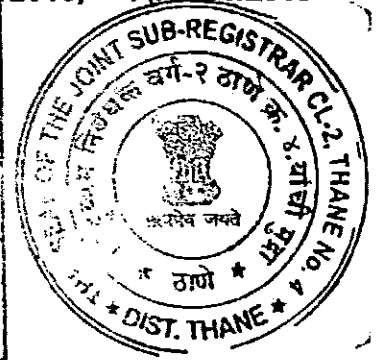
दिनांक :- 31/9/2024

- पत्र क्र. युएलसी/टिए/एटीपी/कलम-20/1027/541 दि.14/11/2018 अन्वयेचे आदेश.
- पत्र क्र. युएलसी/टिए/एटीपी/कलम-20/1022/56 दि.14/11/2018 अन्वयेचे आदेश.
- पत्र क्र. युएलसी/टिए/एटीपी/कलम-20/एस.आर.-1551/310/2020, दि.30/06/2020 अन्वयेचे आदेश.
- पत्र क्र. युएलसी/टिए/एटीपी/कलम-20/एसआर-734/66 दि.22/01/2019 अन्वयेचे आदेश.
- पत्र क्र. युएलसी/टिए/एटीपी/कलम-20/एस.आर.-1695/313/2020, दि.30/06/2020 अन्वयेचे आदेश.
- पत्र क्र. युएलसी/टिए/एटीपी/कलम-20/एसआर.1028/583 दि.14/11/2018 अन्वयेचे आदेश.
- पत्र क्र. युएलसी/टिए/एटीपी/कलम-20/एस.आर.-1696/308/2020, दि.30/06/2020 अन्वयेचे आदेश.
- पत्र क्र. युएलसी/टिए/एटीपी/कलम-20/एसआर- 1030/542 दि.14/11/2018 अन्वयेचे आदेश.
- पत्र क्र. युएलसी/टिए/एटीपी/कलम-20/एस.आर.-1858/328/2020, दि.30/07/2020 अन्वयेचे आदेश
- पत्र क्र. युएलसी/टिए/एटीपी/कलम-20/1024/547 दि.14/11/2018 अन्वयेचे आदेश.
- पत्र क्र. युएलसी/टिए/एटीपी/कलम-20/1026/540 दि.14/11/2018 अन्वयेचे आदेश.
- पत्र क्र. युएलसी/टिए/एटीपी/कलम-20/एस.आर.-1658/304, दि.30/06/2020 अन्वयेचे आदेश.
- नागरी जमिन कमाल धारणा कायद्यातील कलम 10(3) 10(5) नुसार प्रस्तावित जागेत कार्यवाही झालेली नसलेबाबत विकासकाचे विहित नमुन्यातील रु.300/- च्या स्टॅम्प पेपरवरील दि.08/09/2023 रोजीचे शपथपत्र व बंधपत्र.

3) मा. जिल्हाधिकारी व जिल्हादंडाधिकारी कार्यालय ठाणे रूपांतरीत कर भरणा, अकृषिक मंजूरी व सनदचा तपशील

- पत्र क्र. महसुल/क-1/टि-2/भाईंदर/सनद/एसआर-21/2019, दि.11/09/2019 अन्वये सनद आदेश.

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मिरा भाईंदर महानगरपालिका

नगररचना विभाग



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

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

जा.क्र :- मनपा/नर/ 3454 | 2023- 2024

दिनांक :- 31/9/2024

- पत्र क्र. महसुल/क-1/टे-2/भाईंदर/सनद/एसआर-48/2018, दि. 05/03/2019 अन्वये सनद आदेश
- पत्र क्र. महसुल/क-1/टे-2/भाईंदर/सनद/एसआर-34/2019, दि. 15/10/2019 अन्वये सनद आदेश.

4) दि. इस्टेट इन्व्हेस्टमेंट कं. प्रा. लि. यांचा नाहरकत दाखला

- RE/314 दि. 26/02/2003
- EI/NOC/553/2011, दि. 11/07/2011
- EI/NOC/715/2012 दि. 04/04/2012
- EI/NOC/600/2011 दि. 12/09/2011
- EI/NOC/721/2012, दि. 11/04/2012
- EI/NOC/716/2012, दि. 04/04/2012
- EI/NOC/602/2011, दि. 12/09/2011
- EI/NOC/717/2012, दि. 04/04/2012
- EI/NOC/714/2012, दि. 04/04/2012
- EI/NOC/565/2011, दि. 20/07/2011
- EI/NOC/634/2011, दि. 13/10/2011
- EI/NOC/635/2011, दि. 13/10/2011
- EI/NOC/636/2011, दि. 13/10/2011
- EI/NOC/720/2012, दि. 04/04/2012
- EI/NOC/719/2012, दि. 04/04/2012
- EI/NOC/566/2011, दि. 20/07/2011
- EI/NOC/552/2011, दि. 11/07/2011
- EI/NOC/601/2011, दि. 12/09/2011
- EI/NOC/755/2012, दि. 27/07/2012
- EI/NOC/721/2012, दि. 11/04/2012
- EI/NOC/718/2012, दि. 04/04/2012

5) मिरा भाईंदर महानगरपालिकेच्या अग्निशमन विभागाकडील जा.क्र. MBMC/FIRE/

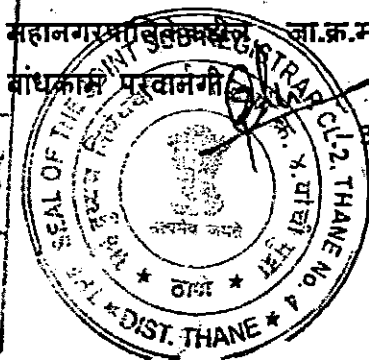
322/2022-23 दि. 08/06/2022 रोजीचा तात्पुरता नाहरकत दाखला

महानगरपालिकेच्या जा.क्र. मनपा/नर/2935/2022-23 दि. 04/11/2022 अन्वये

बांधकाम परवानगी



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मिरा भाईंदर महानगरपालिका

नगररचना विभाग



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

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

जा.क्र :- मनपा/नर/ 34ey | 2023-2028

दिनांक :- 30/9/2028

- 7) विकासक व वास्तुविशारद यांचे दि. 25/10/2023 व 08/09/2023 रोजीचे शपथपत्र व हमीपत्र.
- 8) शासनाच्या पर्यावरण SEIAA यांचेकडील पत्र क्र.SIAMH/MIS/64368/2021, दि.03/08/2022

-: सुधारीत बांधकाम परवानगी :-

(सुधारीत नकाशे मंजूरीसह)

महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 च्या कलम 44, 45 अन्वये व महाराष्ट्र महानगरपालिका अधिनियम, 1949 चे कलम 253 ते 269 विकासकार्य करणेसाठी / बांधकाम प्रारंभपत्र मिळणेसाठी आपण विनंती केलेनुसार मिरा भाईंदर महानगरपालिका क्षेत्रातील मौजे-भाईंदर, येथील स.क्र.हि.क्र. 221(564)/1,3,4अ,4ब,8 स.क्र. 220(565)/1,4,6,7,8,9,10, स.क्र. 267(567)/1,2/1, स.क्र. 245. (579)/1अ,1ब,2,3अ,3ब,3 क, 4,5,6,7,8 स.क्र. 222(580)/1,2,6 या जागेतील रेखांकन, इमारतीचे बांधकाम नकाशांस आपणांकडून खालील अटी व शर्तीचे अनुपालन होण्याच्या अधिन राहून ही मंजूरी देण्यात येत आहे.

1) भूखंडाचा वापर फक्त बांधकाम नकाशात दर्शविलेल्या रहिवास + वाणिज्य वापरासाठीच करण्याचा आहे.

2) सदरच्या बांधकाम परवानगीने आपणास आपल्या हक्कात नसलेल्या जागेवर कोणतेही बांधकाम करता येणार नाही.

3) मंजूर केलेल्या नकाशाप्रमाणे जागेवर प्रत्यक्ष मोजणी करून घेणेची आहे व त्यांची उप-अधीक्षक, भूमी अभिलेख, ठाणे यांनी प्रमाणीत केलेली नवीन नकाशाची प्रत या कार्यालयाच्या अभिलेखार्थ दोन प्रतीमध्ये पाठविणेची आहे 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 दुस-या विकासकाने मंजूर बांधकाम नकाशे व चटईक्षेत्राचे व परवानगीत नमुद अटी व शर्तीचे उल्लंघन केल्यास / पालन न केल्यास यासुद्धा कक्षाक सुळ विकासक व वास्तुविशारद जबाबदार राहिले.

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मिरा भाईंदर महानगरपालिका

नगररचना विभाग



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

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

जा.क्र :- मनपा/नर/ 3444/ 2023 - 2028

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- 5) या जागेच्या आजूबाजूला जे पूर्वीचे नकाशे मंजूर झाले आहेत, त्याचे रस्ते हे सदर नकाशातील रस्त्याशी प्रत्यक्ष मोजणीचे व सिमांकनाचे 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 कोणताही 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 यापुढे वेळोवेळी होणाऱ्या 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) कायदाबाबतचा 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 झाल्यास सुधारीत मंजूरी घेणे क्रमप्राप्त आहे.
- 9) मंजूर रेखांकनातील रस्ते, ड्रेनेज, गटारे व खुली जागा (आर.जी.) अर्जदाराने / विकासकाने महानगरपालिकेच्या नियमाप्रमाणे पूर्ण करून सुविधा सार्वजनिक वापरासाठी कायम स्वरुपी खुली ठेवणे बंधनकारक राहिल.
- 10) इमारतीचे उद्वाहन, अग्निशमन तरतुद, पाण्याची जमिनीवरील व इमारतीवरील अशा दोन टाक्या, दोन इलेक्ट्रीक पंपसेटसह तरतुद केलेली असली पाहिजे.
- 11) महानगरपालिका आपणास बांधकामासाठी व पिण्यासाठी व इतर कारणासाठी पाणी पुरवठा 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 करणेसाठी बांधकाम संपर्क तयारी बांधकाम कामगारांसाठी आवश्यकतेप्रमाणे पुरेशा शौचालयाची व



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मिरा भाईंदर महानगरपालिका

नगररचना विभाग

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

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

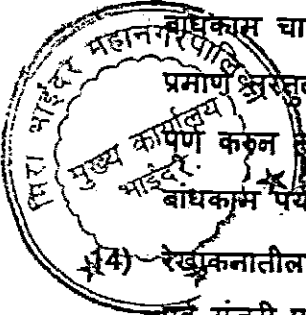


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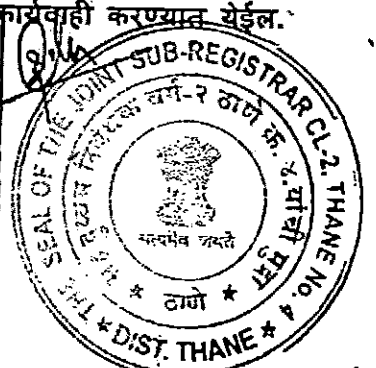
दिनांक :- 31/9/2024

पाठणाघराची व्यवस्था करणे आपणावर बंधनकारक राहिल.

- 12) अर्जदाराने मौजे, सर्वे क्रमांक, हिस्सा क्रमांक, महानगरपालिका मंजूरी, बिल्डरचे नाव, आर्किटेक्टचे नाव, अकृषिक मंजूरी व इतर मंजूरीचा तपशील दर्शविणारा फलक प्रत्यक्ष जागेवर लावण्यात आल्यानंतरच इतर विकास कामास सुरुवात करणे बंधनकारक राहिल. तसेच सर्व मंजूरीचे मुळ कागदपत्र तपासणीसाठी / निरीक्षणासाठी जागेवर सर्व कालावधीसाठी उपलब्ध करून ठेवणे ही वास्तुविशारद व विकासक यांची संयुक्त जबाबदारी आहे. अशी कागदपत्रे जागेवर प्राप्त न झाल्यास तातडीने काम बंद करण्यात येईल.
- 13) मंजूर रेखांकनातील इमारतीचे बांधकाम करण्यापूर्वी मातीची चाचणी (Soil Test) घेऊन व बांधकामाची जागा भूकंप प्रवण क्षेत्राचे अनुषंगाने सर्व तांत्रिक बाबी विचारात घेऊन (Specifically earthquake of highest intensity in seismic zone should be considered) आर.सी.सी. डिझाईन तयार करून संबंधित सक्षम अधिकाऱ्यांची मंजूरी घेणे. तसेच इमारतीचे आयुष्यमान, वापर, बांधकाम चालू साहित्याचा दर्जा व गुणवत्ता व अग्निशमन व्यवस्था याबाबत नॅशनल बिल्डींग कोड प्रमाणानुसार करून कार्यान्वीत करणे, तसेच बांधकाम चालू असतांना तांत्रिक व अतांत्रिक कार्यवाही पूर्ण करणे त्याची पालन करण्याची जबाबदारी अर्जदार, विकासक, स्ट्रक्चरल अभियंता, वास्तुविशारद, बांधकाम पर्यवेक्षक, धारक संयुक्तपणे राहिल.
- 14) रेखांकनातील जागेत विद्यमान झाडे असल्यास तोडण्यासाठी महानगरपालिकेची व इतर विभागांची पूर्व मंजूरी प्राप्त करणे बंधनकारक आहे. तसेच खुल्या जागेत वृक्षारोपण करण्यात यावे.
- 15) मंजूर बांधकाम नकाशे व जागेवरील बांधकाम यामध्ये तफावत असल्यास नियमावलीनुसार त्वरीत सुधारीत बांधकाम नकाशांना मंजूरी घेणे बंधनकारक आहे. अन्यथा हे बांधकाम मंजूर विकास नियंत्रण नियमावलीनुसार अनाधिकृत ठरते त्यानुसार उक्त अनाधिकृत बांधकाम तोडण्याची कार्यवाही करण्यात येईल.
- 16) बांधकाम साहित्य रस्त्यावर व सार्वजनिक ठिकाणी ठेवता येणार नाही. याबाबतचे उल्लंघन झाल्यास महानगरपालिकेकडून आपणाविरुद्ध दंडात्मक कार्यवाही करण्यात येईल.
- 17) महानगरपालिकेने मंजूर केलेले बांधकाम नकाशे व बांधकाम प्रारंभपत्र रद्द करण्याची कार्यवाही खालील बाबतीत करण्यात येईल, व महाराष्ट्र महानगरपालिका अधिनियम, 1949 व महाराष्ट्र प्रादेशिक व नगररचना अधिनियम, 1966 च्या तरतूदीनुसार संबंधित विहित कार्यवाही करण्यात येईल.



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मिरा भाईंदर महानगरपालिका

नगररचना विभाग



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

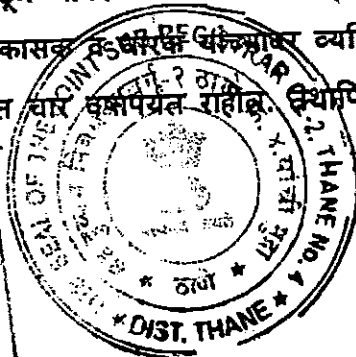
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जा.क्र :- मनपा/नर/ 3494 / 2023- 2024

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- 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 महाराष्ट्र महानगरपालिका अधिनियमाचे कलम 258 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 बाधित होणारे क्षेत्र 2607.00 चौ.मी. महानगरपालिकेकडे हस्तांतर केले असल्याने व ह्या हस्तांतर केलेल्या जागेच्या मोबदल्यात आपणास अतिरिक्त चटईक्षेत्रांचा लाभ / मंजूरी देण्यात आली असल्याने सदरचे क्षेत्र कायमस्वरुपाची खुले, मोकळे, अतिक्रमण विरहीत ठेवण्याची जबाबदारी विकासकाची राहिल. तसेच या जागेचा मालकी हक्क इतरांकडे कोणत्याही परिस्थितीत व केव्हाही वर्ग करता येणार नाही. तसेच या क्षेत्राचा इतरांकडून मोबदला आपणास इतर संबंधितास व धारकास स्विकारता येणार नाही / मिळणार 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 प्रथम वापर परवाना प्राप्त करून घेणे व तदनंतरच इमारतीचा वापरासाठी वापर करणे अनिवार्य आहे. महानगरपालिकेकडून वापर परवाना न घेता इमारतीचा वापर चालू असल्याचे निदर्शनास आल्यास वास्तुविशारद, विकासक व धारक यांच्या व्यक्तित्वात कायदेशीर कार्यवाही करण्यात येईल.

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व्यक्तिशः कायदेशीर कार्यवाही करण्यात येईल.



मिरा भाईंदर महानगरपालिका

नगररचना विभाग



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

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

जा.क्र. :- मनपा/नर/ 3494/ 2023 - 2028

दिनांक :- 31/9/2028

नियंत्रण प्रोत्साहन नियमावली मधील विनियम 2.71 नुसार परवानगी नुतनीकरण करण्याची जबाबदारी विकासकाची राहिल. अन्यथा सदरची मंजूरी कायदेशीररित्या आपोआप रद्द होईल.

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

24) सदर जागेच्या मालकीबाबत व न्यायालयात दावा प्रलंबित नसल्याबाबत आपण प्रतिज्ञापत्र दि.04/12/2023 रोजी दिलेले आहे. याबाबत काहीही विसंगती आढळून आल्यास दिलेली परवानगी रद्द करण्यात येईल.

25) सदर जागेच्या मालकी हक्काबाबत 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 करण्यात येईल.

26) यासाहितच्या मंजूर रेखांकनात प्रस्तावित केलेल्या इमारतीचे बांधकाम खालीलप्रमाणे मर्यादीत ठेवून त्यानुसार कार्यान्वीत करणे बंधनकारक राहिल.

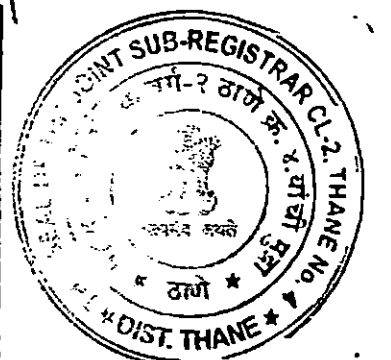
अ.क्र.	इमारतीचे नांव / प्रकार	संख्या	तळ + मजले	प्रस्तावित बांधकाम क्षेत्र (चौ.मी.)
1	इमारत विंग "अ"	1	स्टील्ट + 4 पोंडियम + 5 ते 37 मजले	23158.26
2	इमारत विंग "बी"	1	स्टील्ट + 4 पोंडियम + 5 ते 37 मजले	23022.75
3	इमारत विंग "सी"	1	स्टील्ट + 4 पोंडियम + 5 ते 29 मजले	17572.42
एकूण बांधकाम क्षेत्र				63753.43 चौ.मी.

27) यापूर्वी जा.क्र. मनपा/नर/2935/2022-23, दि. 04/11/2022 अन्वये देण्यात आलेली मंजूरी इमारत क्र. विंग-अ,बी व सी च्या मर्यादेत सुधारीत करण्यात येत आहे.

28) जागेवर रेन वॉटर हार्वेस्टिंगची व्यवस्था करणे तसेच त्याबाबतची यंत्रणा स्वतंत्र ओव्हरटॅक व प्लंबिंग लाईनसह कार्यान्वीत ठेवणे व त्याबाबत पाणीपुरवठा विभागाकडील प्रमाणपत्र सादर करणे बंधनकारक राहिल.

29) रेखांकनातील जागेत सेप्टिक टँकचे बांधकाम IS-2470 च्या मानकानुसार बांधणी आवश्यक राहिल.

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मिरा भाईंदर महानगरपालिका

नगररचना विभाग

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

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



जा.क्र :- मनपा/नर/ 3494/ 2023-2028

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- 30) प्रस्तावित इमारतीसाठी भोगवटा दाखल्यापूर्वी प्रती सदनिका 100 लिटर या क्षमतेची सौर उर्जा वरिल 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 100.00 चौ.मी. करिता दोन झाडे याप्रमाणे तसेच आर.जी. च्या भूखंडामध्ये प्रती 100 चौ.मी. करिता पाच झाडांची लागवड करून त्याबाबत वृक्ष प्राधिकरण विभागाकडील नाहरकत दाखला सादर करणे बंधनकारक राहिल.
- 32) भोगवटा दाखल्यापूर्वी अग्निशमन विभागाकडील तात्पूरता नाहरकत दाखल्यामधील अटीशर्तीची पूर्तता करून अंतिम नाहरकत दाखला सादर करणे बंधनकारक राहिल.
- 33) विषयांकित जागेसाठी रुपांतरीत 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 तसेच UDCPR मधील विनियम क्र. 2.10 नुसार भोगवटा दाखला घेणे आपणावर बंधनकारक राहिल.
- 35) सदरच्या जागेवर बांधकामासाठी 200 पेक्षा जास्त बांधकाम कामगार असल्यास काम करणा-या बांधकाम कामगारांसाठी महाराष्ट्र इमारत व इतर बांधकाम कामगार कल्याणकारी मंडळ यांचेमार्फत राबविण्यात येणा-या 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 नमूद अटी व शर्तीचे पालन केल्याशिवाय बांधकाम पूर्णत्वाचे प्रमाणपत्र व भोगवटा दाखला देण्यात येणार नाही. अटीची पूर्तता न केल्यास महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 व महाराष्ट्र महानगरपालिका अधिनियम 1949 अन्वये विकासकावर सुन्हा नोंद करणे मधील कार्यवाही करण्यात येईल.

37) सदर जागेमध्ये इमारतीचे बांधकाम सुरू करतांना बांधकामाच्या अनुषंगीक कामामुळे सभोवतालच्या

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(Signature)



मिरा भाईंदर महानगरपालिका

नगररचना विभाग



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

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

जा.क्र :- मनपा/नर/ 3494/ 2023-2024

दिनांक :- 30/9/2024

- इमारतींना / बांधकामांना / रहिवाश्यांना त्रास होणार नाही किंवा जीवित वा वित्त हानी होणार नाही याची खबरदारी घेणेची सर्वस्वी जबाबदारी विकासक / वास्तुविशारद, स्ट्रक्चरल इंजिनियर / साईट सुपरव्हाईजर यांची राहणार असून त्यासाठी महानगरपालिका जबाबदार राहणार नाही.
- 38) सदर गृहसंकुलातील रहिवाश्यांसाठी आवश्यक क्षमतेचा जैविक खत निर्माती प्रकल्प उभारून कार्यान्वीत करणे आपणावर बंधनकारक राहिल.
- 39) रेखांकनातील प्रस्तावित वाहनतळांमध्ये इलेक्ट्रीक वाहनांकरीता मान्यताप्राप्त संस्थेकडून इलेक्ट्रीक चार्जिंग पॉइंट लावणे व त्याबाबतचा दाखला इमारतीच्या भोगवटा दाखल्यापूर्वी सादर करणे प्रस्तावाचे विकासक यांचेवर बंधनकारक राहिल.
- 40) शासनास हस्तांतरित करावयाच्या सदनिका 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 प्राधिकरणांकडून 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 झाल्यापासून भाईंदर दिनांकापर्यंत भरणा करणे आपणावर बंधनकारक राहिल. कराचा भरणा न केल्यास आपणावर पुढील कायदेशीर कार्यवाही करण्यात येईल.
- 44) मा. शासनाच्या एकत्रिकृत विकास नियंत्रण व प्रोत्साहन नियमावली (UDCPR) मधील विनियम क्र.2.2.14(B) Option-2 अन्वये अॅन्सिलरी प्रिमियम शुल्कामध्ये सवलत घेतल्याने सोबत सादर केलेल्या प्रतिज्ञापत्रानुसार यापूर्वीचे उर्वरित शुल्क रु. 4,00,00,000/- व यावेळीचे (रु. 12,90,10,168/-) असे एकुण शुल्क रु. 16,90,10,168/- हे 8.50% प्रति वर्ष व्याजाने मंजूर रेखांकनातील पहिल्या इमारतीचा भोगवटा दाखल्यावेळी भरणा करणे विकासक व वास्तुविशारद यांचेवर बंधनकारक राहिल. (तसेच मेट्रो लाईन क्र. 9 करीता विकास आकार, दि. 01/10/2024 अखेर शिल्लक रक्कम 03 हफत्यात भरणा करणे बंधनकारक आहे.)
- 45) मा. शासनाच्या एकत्रिकृत विकास नियंत्रण व प्रोत्साहन नियमावली (UDCPR) मधील विनियम



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मिरा भाईंदर महानगरपालिका

नगररचना विभाग

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

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



लोकसेवा हक्क कायदा
Right to Public Service Act
आपली सेवा आमचे कर्तव्य

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क्र.2.2.14(i)A(a) नुसार प्रिमियम शुल्कामध्ये सवलत घेतल्याने सोबत सादर केलेल्या प्रतिज्ञापत्रानुसार उर्वरित प्रिमियम शुल्क हे 8.50% प्रति वर्ष व्याजाने चार वार्षिक हप्त्यात महानगरपालिकेस जमा केल्यानुसार Post dated Cheque नुसार प्रति वर्षी रक्कमेचा भ्रणा करणे विकासक व वास्तुविशारद यांचेवर बंधनकारक राहिल.

46) भोगवटा दाखल्यापुर्वी शासन अधिसूचना क्र. टिपीएस-1218/2710/प्र.क्र.117/18, नवि-12, दि.06/10/2018 प्रमाणे सादर जागेमध्ये आवश्यक क्षमतेचा सांडपाणी प्रक्रिया व पुर्नवापरासाठीचा प्रकल्प उभारून कार्यान्वीत करणे बंधनकारक राहिल.

47) प्रस्तावाखालील इमारतीस शासनाचे पर्यावरण विभागाकडील नाहरकत दाखला सादर केल्यानंतरच पुढील बांधकाम परवानगी देण्यात येईल. तसेच सादरची पर्यावरण विभागाकडील परवानगी सादर केल्यानंतरच प्रत्यक्ष जागेवर बांधकाम सुरु करणे 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) MMRDA प्राधिकरणाकडील दि.13/04/2023 रोजीच्या पत्रानुसार किंवा इतर शासन आदेशानुसार 100% अतिरिक्त विकास आकाराचा भ्रणा करणे विकासकावर बंधनकारक राहिल.

(पत्र क्र. मनपा/नर/3459/2023-24, दि. 15/01/2024 अन्वये)

50) पर्यावरण विभागाकडील दि. 03/08/2022 रोजीच्या नाहरकत दाखल्यातील अटीशर्तीचे पालन करणे आपणांवर बंधनकारक राहिल.

51) विषयांकित जागेतील प्रस्तावित इमारतीसाठी भोगवटा दाखला घेणेपूर्वी उप-अधीक्षक, भूमी अभिलेख, ठाणे यांचेकडील अद्यावत मोजणी नकाशा सादर करणे बंधनकारक राहिल. तसेच अद्यावत मोजणी नकाशानुसार भूखंडाच्या हद्दीमध्ये तफावत आल्यास प्रथमतः सादरचे नकाशे सुधारीत करून घेणे बंधनकारक राहिल.

52) पाणी फवारणी यंत्र (Sprinkler System) बांधकाम परिसरात उभारणी करून कार्यान्वीत करणे बंधनकारक राहिल.

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मिरा भाईंदर महानगरपालिका

नगररचना विभाग



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

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

जा.क्र. :- मनपा/नर/ 34ey/ 2023- 2028

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- 53) मुख्य रस्त्यांपासून बांधकाम सुरु असणाऱ्या स्थळापर्यंत जाणे-येणेसाठी पक्क्या स्वरूपाचा रस्ता तयार करून सदर रस्ता बांधकाम पूर्ण होईपर्यंत कार्यान्वीत असणे बंधनकारक राहिल.
- 54) बांधकाम सुरु असणाऱ्या क्षेत्राच्या मुख्य प्रवेशद्वारापासून जवळच्या अंतरात प्रकल्पामध्ये चिखलाने माखलेले वाहनाचे टायर स्वच्छ करण्यासाठी यंत्रणा उभी करणे बंधनकारक आहे.
- 55) प्रस्तावित इमारतीसाठी सार्वजनिक बांधकाम विभागाने निश्चित केलेल्या बेंचमार्क क्र. क्र.6(TBM) RL-4.734 मी., कल्पना चावला, अग्निशमन केंद्र, 150 फुट रोड, भाईंदर (प.) नुसार इमारतीची Plinth Level ठेवणे विकासक / वास्तुविशारद / सल्लागार अभियंता यांचेवर बंधनकारक राहिल.

जा.क्र. मनपा/नर/ 34ey/ 2023- 2028

दिनांक :- 39/9/2028

(मा. आयुक्त तथा प्रशासक सो., यांचे मान्यतेने.)

(पु.म.शिंदे)

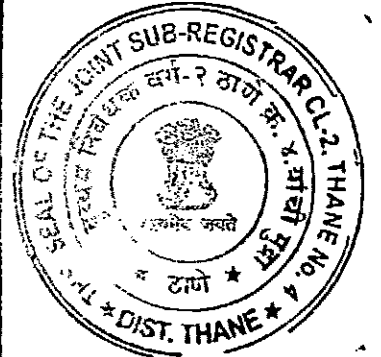
सहायक संचालक, नगररचना
मिरा भाईंदर महानगरपालिका

प्रत माहितीस्तव व पुढील कार्यवाहीस्तव :-

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



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दस्त क्र. 2309/2028	
-12-	
००	१६०



ANNEXURE-F

Flat No. B/204,
Ram-Isha Apartment,
Indralok, Phase - 1,
Bhayander (E) - 401 105.
Tel.: 022-35581100
Cell : 98217 10565
98706 87378

S. P. SINGH
VIKAS SINGH
V. P. SINGH
ADVOCATES HIGH COURT

Markande Niwas, H. T. Road,
Kajupada, Borivali (E),
Mumbai - 400 066.
vedprakashsingh7@yahoo.com

To,
MaharERA,
Mumbai.

LEGAL TITLE REPORT:

SUB: Title clearance certificate in respect of the lands properties described in Table below;

Sr. No.	Old Survey No.	New Survey No.	Hissa No.	Sq. Meters
1	580	222	6	1590
2	567	267	2/1	1210
3	567	267	1	3090
4	564	221	1	1970
5	579	245	2	960
6	579	245	1A	910
7	565	220	6	760
8	565	220	7	830
9	579	245	3A	660
10	579	245	2B	400
11	564	221		910
12	580	222		3900
13	580	222	2	580
14	579	245	3B	1160

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दस्तावेज क्र. ४८०९/२०२४	
१२३	१६०

Flat No. B/204,
Ram-Isha Apartment,
Indralok, Phase - 1,
Bhayander (E) - 401 105.
Tel.: 022-35581100
Cell.: 98217 10565
98706 87378

S. P. SINGH
VIKAS SINGH
V. P. SINGH
ADVOCATES HIGH COURT

Markande Niwas, H. T. Road,
Kajupada, Borivali (E),
Mumbai - 400 066.
vedprakashsingh7@yahoo.com

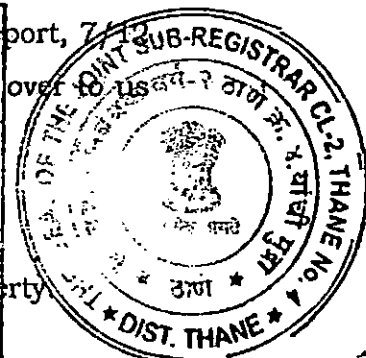
15	564	221	4B	960
16	579	245	7	1780
17	579	245	3C	1420
18	579	245	4	630
19	579	245	5	1640
20	579	245	8	2130
21	565	220	8	1720
22	564	221	3	1470
23	565	220	4	880
24	564	221	4A	860
25	565	220	1	80
26	565	220	9	1470
27	565	220	10	910
28	579	245	6	250

All of Revenue Village BHAYANDER, Taluka & District THANE, lying, being and situate at Bhayander (W), within the limits of Mira Bhayander Municipal Corporation, Registration sub District at Thane, hereinafter referred to as "the said properties".

We have investigated the title of the said plot of M/s. A. G. SUPERSTRUCTURES PVT. LTD. on the basis of search report, 7/12 extract and various registered linking documents handed over to us for the investigation of the title of the said property like;

- 1) Description of the property.
- 2) The Documents for assignment and transfer of the property

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दस्तावेज क्र. 2809/2028	
920	960



Correspondence at Borivali Address only.

Flat No. B/204,
Ram-Isha Apartment,
Indralok, Phase - 1,
Bhayander (E) - 401 105.
Tel.: 022-35581100
Cell : 98217 10565
98706 87378

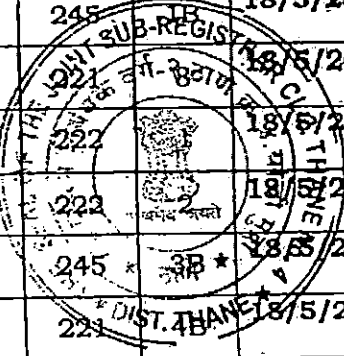
S. P. SINGH
VIKAS SINGH
V. P. SINGH
ADVOCATES HIGH COURT

Markande Niwas, H. T. Road,
Kajupada, Borivali (E),
Mumbai - 400 066.
vedprakashsingh7@yahoo.com

3) 7/12 extract issued by Talathi Saja Bhayander of respective properties area described hereunder also showing the names of the M/s. Span Developers as owners and Developers under respective Mutation Entries and mentioned in Table below;

Sr. No.	Old Survey No.	New Survey No.	Hissa No.	7/12 extract verified on	Mutation Entry in the name of Owner/Developers M/s. Span Developers
1	580	222	6	14/07/2022	7942
2	567	267	2/1	18/05/2022	7615
3	567	267	1	18/5/2022	7615
4	564	221	1	18/5/2022	7512
5	579	245	2	18/5/2022	7616
6	579	245	1A	18/5/2022	7616
7	565	220	6	18/5/2022	6473
8	565	220	7	18/5/2022	6473
9	579	245	3A	18/5/2022	6473
10	579	245		18/5/2022	6913
11	564	221		18/5/2022	7617
12	580	222		18/5/2022	7617
13	580	222		18/5/2022	7617
14	579	245		18/5/2022	7613
15	564	221		18/5/2022	7609
16	579	245	7	14/07/2022	7942

रजिस्ट्रार
गणेश. 25/07/2022
924



Flat No. B/204
 Ram-Isha Apartment,
 Indralok, Phase-1,
 Bhayander (E) - 401-105.
 Tel. 022-35581100
 Cell: 98217-10565
 98706 87378

S. P. SINGH
VIKAS SINGH
V. P. SINGH
 ADVOCATES HIGH COURT

Mahade Nivas, H. T. Road,
 Kajupada, Borivali (E),
 Mumbai - 400 066.
 vedprakashsingh7@yahoo.com

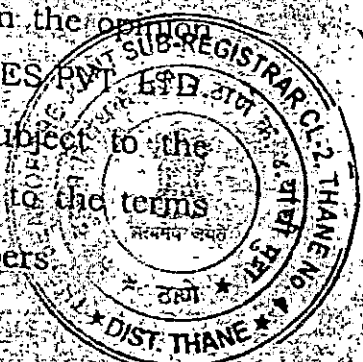
17	579	245	3C	18/5/2022	6806
18	579	245	4	18/5/2022	6503
19	579	245	5	18/5/2022	7942
20	579	245	8	14/07/2022	6626
21	565	220	8	18/5/2022	6626
22	564	221	3	18/5/2022	7920
23	565	220	4	22/06/2022	7920
24	564	221	4A	22/06/2022	7920
25	565	220	1	22/06/2022	7920
26	565	220	9	22/06/2022	7920
27	565	220	10	22/06/2022	7920
28	579	245	6	22/06/2022	7920

4) Search Report for 30 YEARS from the year 1993 till 2022.

5) Our Title Certificate dated 20/12/2022 shows the flow of the properties from the land owners M/s. Span Developers to the Promoters M/s. A. G. SUPERSTRUCTURES PVT. LTD

ON PERUSAL of the above mentioned documents and all other relevant documents relating to title of the said property we are of the opinion that the title of the Promoter M/s. A. G. SUPERSTRUCTURES PVT. LTD is clear, marketable and without any encumbrances subject to the development and construction of buildings according to the terms and conditions agreed with land owners M/s. Span Developers.

हमारा
सहमत
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Flat No. B/204,
Ram-Isha Apartment,
Indralok, Phase - 1,
Bhayander (E) - 401 105.
Tel.: 022-35581100
Cell : 98217 10565
98706 87378

S. P. SINGH
VIKAS SINGH
V. P. SINGH
ADVOCATES HIGH COURT

Markande Niwas, H. T. Road,
Kajupada, Borivali (E),
Mumbai - 400 066.
vedprakashsingh7@yahoo.com

Owners and Developers of the Lands:

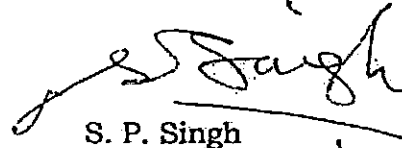
1. M/s. Span Developers are the Owners and Developers of the said respective lands described in the Table above.
2. Amalgamated layout.

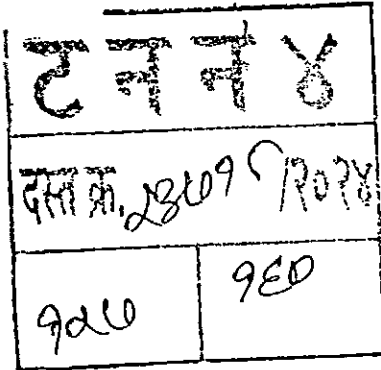
The report reflecting the flow of the title of M/s. .A. G. SUPERSTRUCTURES PVT. LTD. on the said land is enclosed herewith as annexure.

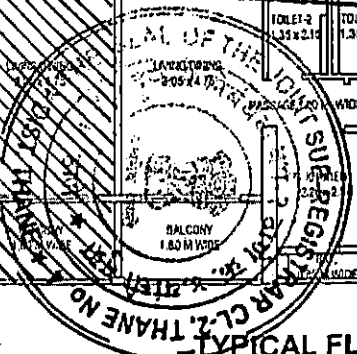
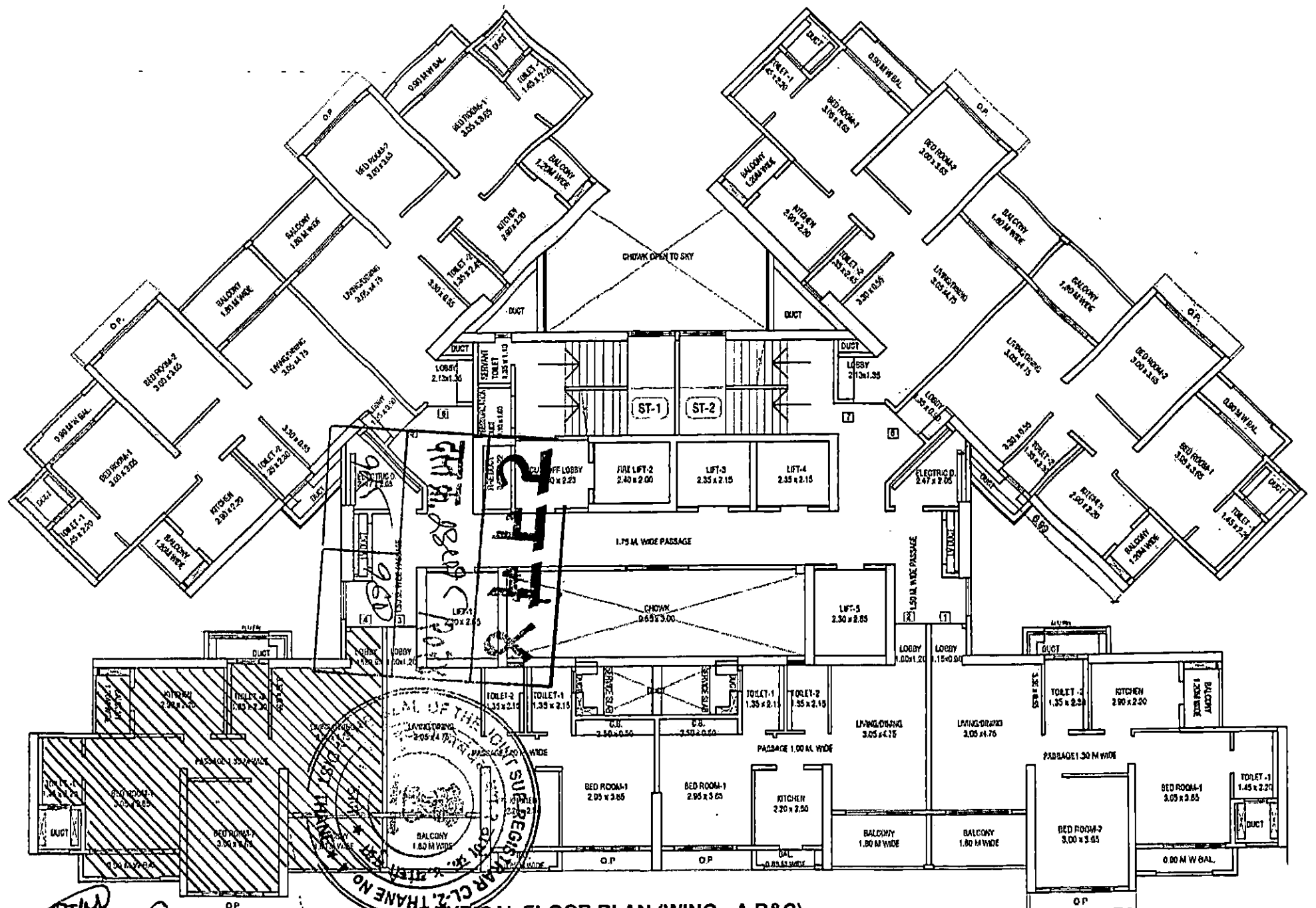
Encl: Annexure.

Place: BHAYANDER

DATE: 22/12/2022


S. P. Singh
Advocate, High Court





TYPICAL FLOOR PLAN (WING - A, B & C)

5TH, 6TH, 8TH TO 11TH, 13TH TO 15TH, 17TH TO 20TH,
 22ND TO 24TH, 26TH TO 29TH, 31ST TO 34TH, 36TH, 37TH & 1 SERVICE FLOOR ABOVE 21ST FLOOR
 SCALE - 1:100

Handwritten signatures and notes:
 For SPAN DEVELOPERS
 PARTNER
 McENA Devi Gupta

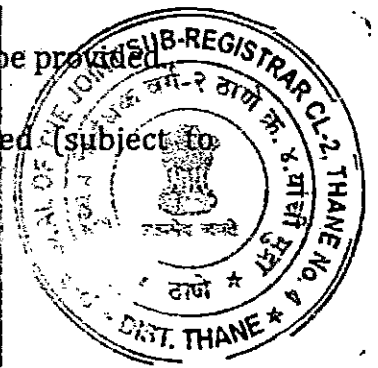
Handwritten notes:
 Penta
 McENA Devi Gupta

ANNEXURE -H

(Description of the Common Areas, Amenities and Facilities on the said Plot)

- STRUCTURE** : RCC framed structure.
- WALLS** : Autoclaved Cement concrete Blocks/Brick walls without plaster. External walls of the building will be finished with textured paint or equivalent
- DOORS** : Wooden Door frames.
Door shutters will be hot pressed solid core flush doors with cylinder type mortice lock.
- WINDOWS** : Coloured Anodized Aluminium sliding windows with light tinted glass glazing.
- FLOORING** : Flooring in living room, bedroom, kitchen and passage will be Vitrified tiles, 3" skirting will be provided. The floor in lift landing will be in Vitrified tiles and entrance lobby will be in vitrified/Italian conglomerate tiles or equivalent. Staircase will be finished in Kota stone.
- TOILETS** : Flooring with Ceramic tiles. Dado upto 7' in ceramic tiles. G.I Pipe concealed plumbing with sanitary ware and Jaguar or equivalent CP fittings will be provided. One Geyser will be provided in each toilet.
- KITCHEN** : Granite or equivalent kitchen platform with stainless steel sink. Dado with ceramic tiles up to door height above platform.
- ELECTRIFICATION** : Three phase Copper wiring with ELCB & MCB laid in concealed PVC conduits with adequate lights & power points. One Telephone & TV point in bed rooms and living room. Modular type switches will be provided.
- LIFTS** : Branded Lift in each building will be provided.
- CABLE TV / SECURITY** : Cable TV point will be provided (subject to conditions). Intercom Facility.

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ANNEXURE I



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 : P51700052078

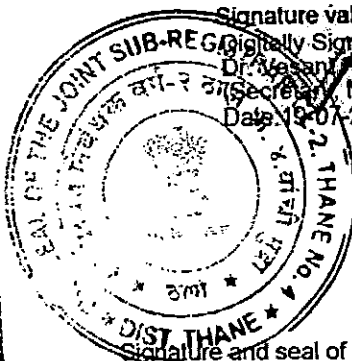
Project: WINDERMERE TOWER A , Plot Bearing / CTS / Survey / Final Plot No.: NEW S.NO/OLDS.NO/H.NO 221/564/1,3,4A,4B,8 NEW S.NO/H.NO.220/565/1/4,6,7,8,9,10 NEW S.NO/OLD S.NO/H.NO. 267/567/1,2/1 NEW S.NO/OLD S.NO/H.NO 245/579/1A,1B,2,3A,3B,3C,4,5,6,7,8 NEW S.NO/OLD S.NO/H.NO 222/580/1,2,6 Thane, Thane, 401101;

1. A G Superstructures Private Limited having its registered office / principal place of business at Tehsil: Mumbai City, District: Mumbai City, Pin: 400021.
2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
OR
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
 - The Registration shall be valid for a period commencing from 19/07/2023 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.



Dated: 19/07/2023
Place: Mumbai

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Signature valid
Digitally Signed by
Dr. Anant Pramanand Prabhu
(Secretary, MahaRERA)
Date: 19/07/2023 14:30:14

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

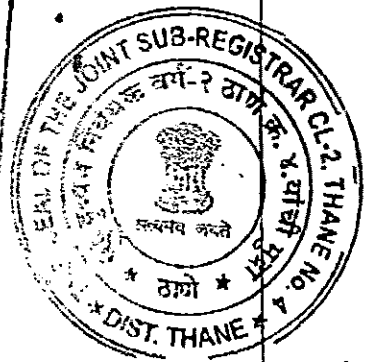
SCANNED

09/02/28

WINDERMERE
BLDG./WING 'A' & BLDG. NO. 2,3

POWER OF ATTORNEY

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दस्ता क्र. 2309/12028	
932	980



337/950

पावती

Original/Duplicate

Tuesday, January 16, 2024

नोंदणी क्र.: 39म

4:05 PM

Regn.: 39M

पावती क्र.: 1039 दिनांक: 16/01/2024

गावाचे नाव: भाईदर

दस्तऐवजाचा धनुक्रमांक: टमम7-950-2024

दस्तऐवजाचा प्रकार: कुलमुखत्यारपत्र

सादर करणाऱ्याचे नाव: विनय सी. राऊत --

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

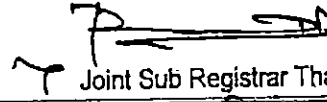
रु. 300.00

पृष्ठांची संख्या: 15

एकूण:

रु. 400.00

आपणास मूळ दस्त, थंवनेल प्रिंट, सूची-२ बंदाबे
4:25 PM ह्या वेळेस मिळेल.


Joint Sub Registrar Thane 7

सह दुय्यम निबंधक वर्ग. ७
ठाणे क्र ७

वाच्यार मुल्य: रु. 1/-

मोबदला रु. 0/-

भरलेले मुद्रांक शुल्क : रु. 500/-

1) देयकाचा प्रकार: DHC रकम: रु. 300/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 0124162513710 दिनांक: 16/01/2024

बँकेचे नाव व पत्ता:

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

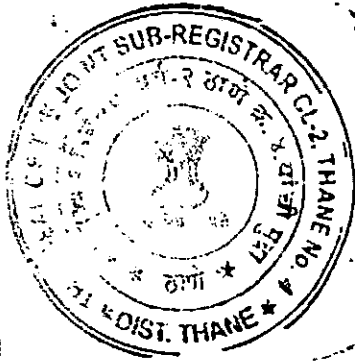
डीडी/घनादेश/पे ऑर्डर क्रमांक: MH013959992202324P दिनांक: 16/01/2024

बँकेचे नाव व पत्ता:

दस्त परत मिळाला

1/16/2024

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दस्त क्र. 2809/2024	
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CHALLAN
MTR Form Number-6



GRN	MH013959992202324P	BARCODE	[Barcode]		Date	15/01/2024-09:19:36	Form ID	48(f)	
Department				Inspector General Of Registration					
Type of Payment				Stamp Duty, Registration Fee					
Office Name				THAN4_THANE NO 4 JOINT SUB REGISTRAR					
Location				THANE					
Year				2023-2024 One Time					
Account Head Details			Amount In Rs.		Premises/Building				
0030046401 Stamp Duty			500.00		ROAD/STREET				
0030063301 Registration Fee			100.00		Area/Locality				
					Town/City/District				
					PIN				
					4 0 1 1 0 1				
Remarks (If Any)				SecondPartyName=VINAY C. RAUT-					
Total				600.00 Words		दुन न ७			
Payment Details				STATE BANK OF INDIA					
Cheque/DD Details				FOR USE IN RECEIVING BANK					
Cheque/DD No.				दस्तावेज क्र. १२७९					
Name of Bank				STATE BANK OF INDIA					
Name of Branch				STATE BANK OF INDIA					
				Bank CIN		Ref. No.			
				1000050202401150049714698673152232		15/1			
				Bank Date		RBI Date			
				15/01/2024-09:19:53		Not Verified with RBI			
				Scroll No. , Date		Not Verified with Scroll			

Department ID :

Mobila No. : 9821122123

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

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासारी लागू आहे. नोंदणी न करावयाच्या दस्तासारी सदर चलन लागू नाही.

सदर

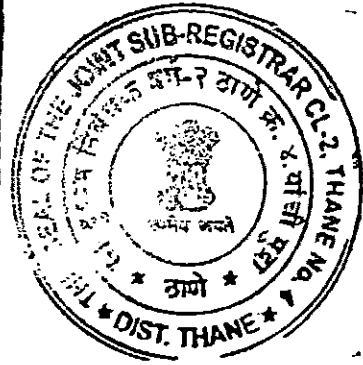
Sub Registrar

Signatures

दुन न ७	
दस्ता क्र. १२७९	
Page 1/1	१२७९



ट न न ४	
दस्ता क्र. ४३५९/२०२४	
१३५	१३०



POWER OF ATTORNEY
(Only for Admit and Execution)

TO ALL TO WHOM THESE PRESENTS SHALL, COME, We, M/S. SPAN DEVELOPERS, Pan No. ABKFS4524N, a registered Partnership Firm, through its authorized partners : (1) MR. GOPALJI DWIVEDI, (2) MR. NITESH HEDPARA, (3) MR. NARPATRAJ MEHTA, (4) MR. ANIL BHANDARI, (5) M/S. TVISHA VENTURE through its Director MR. KRISHNA RANDE And, (6) M/S. RAMFIN CAP PVT. LTD. through its Director MR. GHANSHYAM H. RANDE, an adults, having its Office at Ground Floor, Samridhi, Annapurna Estate, Indralok Phase - VI, Bhayandar [East] Taluka & District Thane - 401 105, [hereinafter referred to as The Executants] **SEND GREETINGS:**









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दस्ता क्र. ७५०/२०२४	
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WHEREAS,

i. We, **M/S. SPAN DEVELOPERS** are seized, possessed and/or well and sufficiently entitled for the Building known as **"WINDERMERE TOWER A' and BLDG. NO. 2 & 3,** the Residential/Commercial Complex constructed on pieces of parcels of lands bearing Old S.No. 564, New S.No. 221 , H.No. 1,3, 4A, 4B & 8, Old S.No. 565, New S.No. 220 H.No. 1,4,6,7,8,9 & 10, Old S.No. 567, New S.No. 267, H.No. 1&2/1, Old S.No.579 New S.No.245, H.No. 1A,1B,2,3A,3B,3C,4,5,6,7 & 8, Old S.No. 580, New S.No. 222, H.No. 1,2 & 6, of Village Bhayander , Tal. & Dist. Thane within the limits of Mira Bhayandar Municipal Corporation and as more particularly described in the Schedule hereunder written, hereinafter referred to as "the said BUILDING".

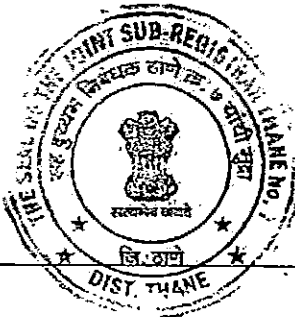
ii. We due to our busy schedule and involvement of our Partnership in various business activities We are unable to look after and manage be present before the Registrar of Assurance for admission of the documents for Registration and execution therefore We have decided to sign and execute the Agreement for Sale and other related documents of flat/-shop/ Units/ Offices /Parking place/ in favour of respective flats/ shops/ units /Office /Parking place/Garage purchaser/s in respect of the said building and handover the same to **MR. VINAY C. RAUT and/or MR. PRASHANT J. PABT** whom We are appointing as our attorney to admit and execute the Agreement for Sale, Sale Deed, Deed of Rectification, Cancellation Deed, Leave &

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License Agreement duly signed by us before the Registrar & Sub-Registrar at Bhayandar/Mira Road.

- iii. We are unable to personally attend before the Sub-Registrar of Assurances for admitting execution of documents duly signed by us as Partners of our Partnership firm and authorized signatory abovenamed, We are wish to appoint **Mr. VINAY C. RAUT**, residing at 203, Kusum Chhaya, Navghar Road, Opp. NKGSB Bank, Bhayandar [East] Dist. Thane - 401 105 AND/OR **MR. PRASHANT JAYWANT PATIL** residing at 101, Janaki Niwas, Vitthal Mandir Road, Bhayandar [East] Thane severally as our true and lawful attorney to attend the Office of the Sub-Registrar of Assurances to lodge and to admit execution in our name and on our behalf.

It is hereby placed on record that he is appointed to admit and execution before Sub-registrar of Assurances of the document duly signed and executed by us only.

NOW KNOW YE ALL BY THESE PRESENTS that We, **M/S. SPAN DEVELOPERS**, through its authorized partners : (1) **MR. GOPALJI DWIVEDI**, (2) **MR. NITESH HEDPARA**, (3) **MR. NARPATRAJ MEHTA**, (4) **MR. ANIL BHANDARI**, (5) **M/S. TVISHA VENTURE** through its Director **MR. KRISHNA RANDER** And, (6) **M/S. RAM FINCAP PVT. LTD.** through its Director **MR. GHANSHYAM H. RANDER** do hereby nominate, constitute and Appoint **MR. VINAY C. RAUT AND/OR MR. PRASHANT J. PATIL** (hereinafter referred to as "the said ATTORNEY") and of law for us and in our names and on our behalf to act severally and to do all or any of the following acts, deeds, matters and things:

1. To present and lodge in the Office of Sub-Registrar of Assurances at Bhayandar/Mira Road and to appear

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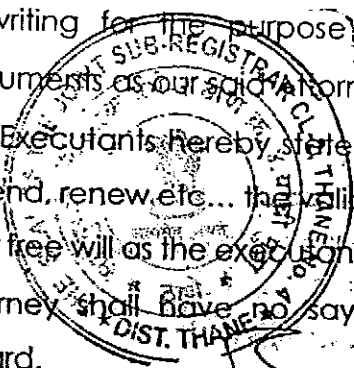


him/her and to admit in our name and on our behalf execution of the Agreement for Sale of flats/shops/units /Office/Parking place/ and other units in the said Building known as "WINDERMERE TOWER A" AND BLDG. NO. 2 & 3, The Residential/ Commercial Complex executed by us in favour of the various Purchasers thereof and to do all acts and things necessary for effectively registering the said deeds, documents and agreements.

2. To appear before the Sub-Registrar of Assurances Bhayandar/Mira Road in respect of above said documents or any documents relating to Agreement for Sale, Sale Deed, Leave & License Agreement, Cancellation, Rectification, heretofore executed by us or to be executed by us and on behalf of us to admit, execution of such documents executed by us
3. For us and on our behalf to present for Registration any documents heretofore executed by us or to be executed by us as a Partners of M/S. SPAN DEVELOPERS.
4. To do all acts, deeds and things for us and on our behalf to cause to attendance of us and executing parties to any documents before the Sub-Registrar of Assurances, Bhayandar/Mira Road to make any application or submission in writing for the purpose of effectively registering any documents as our said Attorney may deem Fit and proper.

The Executants hereby state that they can rescind, cancel, amend, renew etc... the validity and context of this power at their free will as the executants may deem fit and proper. The attorney shall have no say on executants action in this regard.

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Handwritten signatures and initials: 'श', 'NA', 'CGD', and a large signature.

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दस्ता क्र. २५०/२०२८	
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AND We ourselves agree to ratify and confirm all and whatsoever our said Attorney shall purpose to do or cause to be done by virtue of these presents.

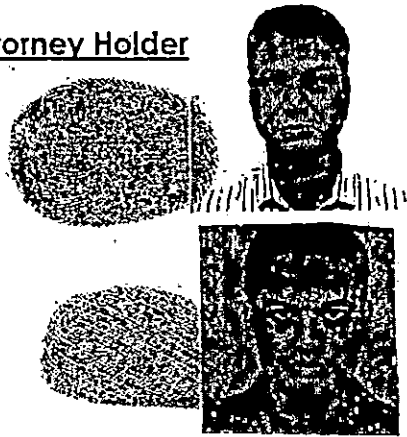
THE SCHEDULE ABOVE REFERRED TO :

ALL THAT building known as "WINDERMERE TOWER A" AND BLDG. NO. 2 & 3, the Residential/Commercial Complex constructed on pieces of parcels of lands bearing Old S.No. 564, New S.No. 221 , H.No. 1,3, 4A, 4B & 8, Old S.No. 565, New S.No. 220 H.No. 1,4,6,7,8,9 & 10, Old S.No. 567, New S.No. 267, H.No. 1 & 2/1, Old S.No.579 New S.No.245, H.No. 1A,1B,2,3A,3B,3C,4,5,6,7 & 8, Old S.No. 580, New S.No. 222, H.No. 1,2 & 6, of Village Bhayander , Tal. & Dist. Thane and in the Registration District & Sub-District of Thane and within the Jurisdiction of Mira Bhayandar Municipal Corporation.

Specimen Signature Of Power Of Attorney Holder

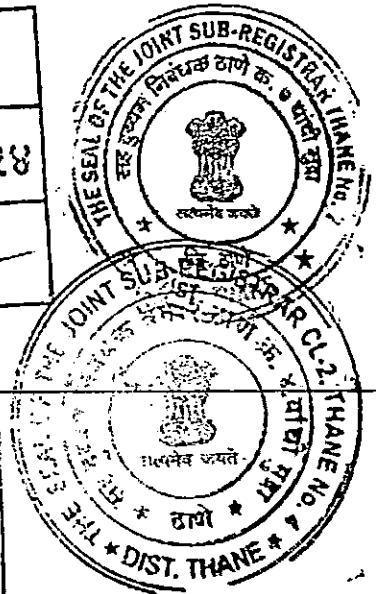
~~[MR. VINAY C. RAUT]~~

[MR. PRASHANT J. PATIL]



IN WITNESS WHEREOF, We have set our respective hands to this writing on this 16th day of JANUARY, 2024.

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दस्त क्र. २४०/२०२४	
टन न ४	
दस्त क्र. २४०९६/२०२४	
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SIGNED SEALED & DELIVERED by the
withinnamed " EXECUTANTS "

M/S. SPAN DEVELOPERS,
through its authorized partners :

(1) MR. GOPALJI DWIVEDI,

[Signature]
RedPass

(2) MR. NITESH HEDPARA,

[Signature]

(3) MR. NARPATRAJ MEHTA,

[Signature]

(4) MR. ANIL BHANDARI
For Tvisha Ventures Private Limited

[Signature]

Authorized Signatory / Director
(5) M/S. TVISHA VENTURE PVT. LTD
through its Director
MR. KRISHNA RANDE
For RAM FINCAP PVT. LTD.

[Signature]

(6) M/S. RAM FINCAP PVT. LTD.
through its Director
MR. GHANSHYAM H. RANDE

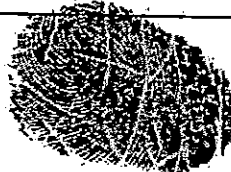
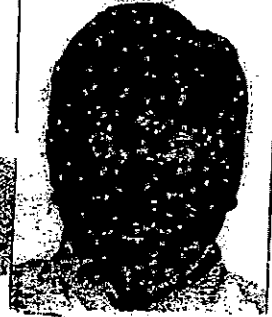
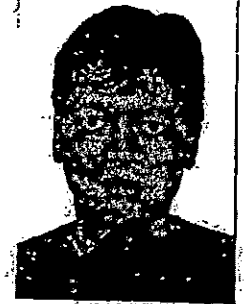
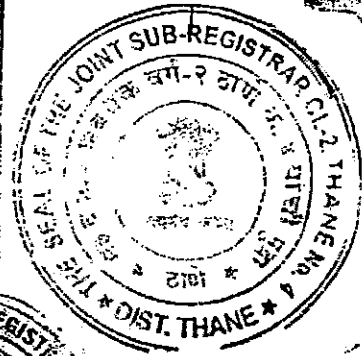
in the presence of

- [Signature]*
- [Signature]*

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18/08/2022

सूची क्र.2

दुय्यम निबंधक: सह दु.नि. ठाणे 10

दस्त क्रमांक: 13365/2022

नोदणी:

Regn:63m

गावाचे नाव: भाईदर

(1) वित्तेखाचा प्रकार	विकसनकरारनामा
(2) नोबदला	558460000
(3) बाजारभावा/भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देखीकी पट्टेदार ते नमुद करावे	752616500
(4) भूमापन/पोटहिस्सा व धरक्रमांक(असल्यास)	

1) पालिकेचे नाव/मिरा-भाईदर मनपा इतर वर्णन ; इतर माहिती: मौजे भाईदर तालुका व जिल्हा ठाणे येथील(1)जुना सर्वे नं.564 नविन सर्वे नं.221 हिस्सा नं.1 चे एकूण क्षेत्रफळ 1970 चौ.मी.पैकी 848 चौ.मी.(2)जुना सर्वे नं.564 नविन सर्वे नं.221 हिस्सा नं.3 चे क्षेत्रफळ 1470 चौ.मी.(3)जुना सर्वे नं.564 नविन सर्वे नं.221 हिस्सा नं.4/ए चे एकूण क्षेत्रफळ 860 चौ.मी. पैकी 690 चौ.मी.(4)जुना सर्वे नं.564 नविन सर्वे नं.221 हिस्सा नं.4/बी चे एकूण क्षेत्रफळ 960 चौ.मी.पैकी 849 चौ.मी.(5)जुना सर्वे नं.564 नविन सर्वे नं.221 हिस्सा नं.8 चे एकूण क्षेत्रफळ 910 चौ.मी.पैकी 19 चौ.मी.(6)जुना सर्वे नं.565 नविन सर्वे नं.220 हिस्सा नं.1 चे क्षेत्रफळ 80 चौ.मी.(7)जुना सर्वे नं.565 नविन सर्वे नं.220 हिस्सा नं.4 चे क्षेत्रफळ 880 चौ.मी.(8)जुना सर्वे नं.565 नविन सर्वे नं.220 हिस्सा नं.6 चे क्षेत्रफळ 760 चौ.मी.(9)जुना सर्वे नं.565 नविन सर्वे नं.220 हिस्सा नं.7 चे क्षेत्रफळ 830 चौ.मी.(10)जुना सर्वे नं.565 नविन सर्वे नं.220 हिस्सा नं.8 चे क्षेत्रफळ 1720 चौ.मी.(11)जुना सर्वे नं.565 नविन सर्वे नं.220 हिस्सा नं.9 चे क्षेत्रफळ 1470 चौ.मी.(12)जुना सर्वे नं.565 नविन सर्वे नं.220 हिस्सा नं.10 चे क्षेत्रफळ 910 चौ.मी.(13)जुना सर्वे नं.567 नविन सर्वे नं.267 हिस्सा नं.1 चे क्षेत्रफळ 3090 चौ.मी.(14)जुना सर्वे नं.567 नविन सर्वे नं.267 हिस्सा नं.2/1 चे क्षेत्रफळ 1210 चौ.मी.(15)जुना सर्वे नं.579 नविन सर्वे नं.245 हिस्सा नं.1/अ चे क्षेत्रफळ 910 चौ.मी.(16)जुना सर्वे नं.579 नविन सर्वे नं.245 हिस्सा नं.1/ब चे क्षेत्रफळ 400 चौ.मी.(17)जुना सर्वे नं.579 नविन सर्वे नं.245 हिस्सा नं.2 चे क्षेत्रफळ 960 चौ.मी.(18)जुना सर्वे नं.579 नविन सर्वे नं.245 हिस्सा नं.3अ चे क्षेत्रफळ 660 चौ.मी.(19)जुना सर्वे नं.579 नविन सर्वे नं.245 हिस्सा नं.3ब चे क्षेत्रफळ 1160 चौ.मी.(20)जुना सर्वे नं.579 नविन सर्वे नं.245 हिस्सा नं.3क चे क्षेत्रफळ 1420 चौ.मी.(21)जुना सर्वे नं.579 नविन सर्वे नं.245 हिस्सा नं.4 चे क्षेत्रफळ 630 चौ.मी.(22)जुना सर्वे नं.579 नविन सर्वे नं.245 हिस्सा नं.5 चे क्षेत्रफळ 1640 चौ.मी.(23)जुना सर्वे नं.579 नविन सर्वे नं.245 हिस्सा नं.6 चे क्षेत्रफळ 250 चौ.मी.(24)जुना सर्वे नं.579 नविन सर्वे नं.245 हिस्सा नं.7 चे एकूण 1780 चौ.मी. पैकी 1598 चौ.मी.(25)जुना सर्वे नं.579 नविन सर्वे नं.245 हिस्सा नं.8 चे क्षेत्रफळ 2130 चौ.मी.(26)जुना सर्वे नं.580 नविन सर्वे नं.222 हिस्सा नं.1 चे क्षेत्रफळ 3900 चौ.मी. पैकी 3897 चौ.मी.(27)जुना सर्वे नं.580 नविन सर्वे नं.222 हिस्सा नं.2 चे क्षेत्रफळ 580 चौ.मी. पैकी 26 चौ.मी.(28)जुना सर्वे नं.580 नविन सर्वे नं.222 हिस्सा नं.6 चे एकूण क्षेत्रफळ 1590 चौ.मी. पैकी 1453 चौ.मी. असे सर्व मिळून एकूण क्षेत्रफळ 31960 चौ.मी. यावरील एफएसआय आणि अंतीतरी चे क्षेत्र 53998.40 चौ.मी. चा विकसनकरारनामा बाबतचा दस्त.अभिनिर्णय प्र.क्र.326/2022 दिनांक 05/08/2022 चलाय क्र. MH005876275202223M, डिफेस नं.0003008110202223 अन्यवे मुद्रांक शुल्क रुपये रक्कम 37630900/- या अभिनिर्णय प्रकरणासम्ये समापोजित करण्यात आली आहे. सदर अभिनिर्णय प्रकरणाचा जातक क्र.14226/2022 दिनांक 05/08/2022 आहे. ((Survey Number : 221/1, 221/3, 221/4 अ, 221/4 ब, 221/8, 220/1, 220/4, 220/6, 220/7, 220/8, 220/9, 220/10, 267/1, 267/2-1, 245/1 अ, 245/1 ब, 245/2, 245/3 अ, 245/3 ब, 245/3 क, 245/4, 245/5, 245/6, 245/7, 245/8, 222/1, 222/2, 222/6 ;))

(5) क्षेत्रफळ 1) 53998.40 चौ.मीटर

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(7) दस्तऐवज करून देणाऱ्या/तिहून ठेवणाऱ्या पक्षकाराचे नाव किंवा दिवाणी न्यायालय/दुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.

1) नाव:- मे.सॅन डेव्हलपर्स तर्फे भागिदार गोपालजी के. दिवेदी -- वय:-62; पत्ता:-प्लॉट नं.-, माळा नं.-, इमारतीचे नाव:-, बँक नं.-, रोड नं:- तळमजला, समुद्री अन्नपूर्णा इस्टेट, इंदूर लोक फेस 6, भाईदर पूर्व, महाराष्ट्र, ठाणे. पिन कोड:-401105 पॅन नं:-ABKFS4524N
 2) नाव:- मे.सॅन डेव्हलपर्स तर्फे भागिदार अनित वी. भंडारी तर्फे कु. मु. म्हणून संतोष शर्मा -- वय:-54; पत्ता:-प्लॉट नं.-, माळा नं.-, इमारतीचे नाव:-, बँक नं.-, रोड नं:- तळमजला, समुद्री अन्नपूर्णा इस्टेट, इंदूर लोक फेस 6, भाईदर पूर्व, महाराष्ट्र, ठाणे. पिन कोड:-401105 पॅन नं:-ABKFS4524N
 3) नाव:- मे.सॅन डेव्हलपर्स तर्फे भागिदार नितेश वी. हेडपारा -- वय:-45; पत्ता:-प्लॉट नं.-, माळा नं.-, इमारतीचे नाव:-, बँक नं.-, रोड नं:- तळमजला, समुद्री अन्नपूर्णा इस्टेट, इंदूर लोक फेस 6, भाईदर पूर्व, महाराष्ट्र, ठाणे. पिन कोड:-401105 पॅन नं:-ABKFS4524N
 4) नाव:- मे.सॅन डेव्हलपर्स तर्फे भागिदार मे. राम फिनकॉप प्रायव्हेट लिमिटेड तर्फे डायरेक्टर धनश्याम एच. रोडठ - वय:-56; पत्ता:-प्लॉट नं.-, माळा नं.-, इमारतीचे नाव:-, बँक नं.-, रोड नं:- तळमजला, समुद्री अन्नपूर्णा इस्टेट, इंदूर लोक फेस 6, भाईदर पूर्व, महाराष्ट्र, THANE. पिन कोड:-401105 पॅन नं:-ABKFS4524N

(8) दस्तऐवज करून घेणाऱ्या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा दुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता

1) नाव:- मे. एजी सुपरस्ट्रक्चर्स प्रायव्हेट लिमिटेड तर्फे डायरेक्टर आशिय वेद तर्फे कु. मु. म्हणून सुनील तालवानी - वय:-53; पत्ता:-प्लॉट नं.-, माळा नं.-, इमारतीचे नाव:-, बँक नं.-, रोड नं:- 115, अकर चेम्बर्स 3, नरीमन पॉईंट, मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:-400021 पॅन नं:-AAJCA0663P

(9) दस्तऐवज करून दिल्याचा दिनांक 11/08/2022

(10) दस्त नोदणी केल्याचा दिनांक 17/08/2022

(11) अनुक्रमांक/खंड व पृष्ठ 13365/2022

(12) बाजारभावाप्रमाणे मुद्रांक शुल्क 37630900

(13) बाजारभावाप्रमाणे नोदणी शुल्क 30000

(14) धेरा

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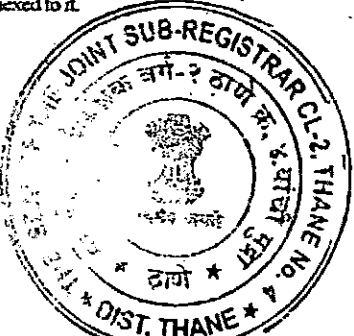
मुल्यांकनासाठी विचारात घेतलेला तपशील:-

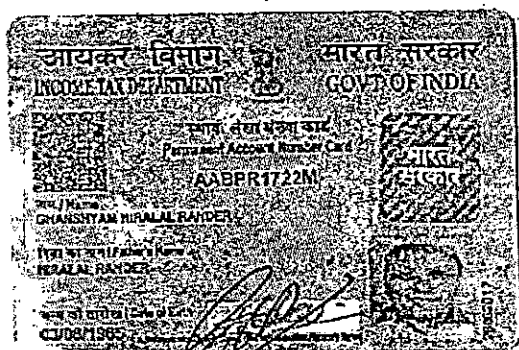
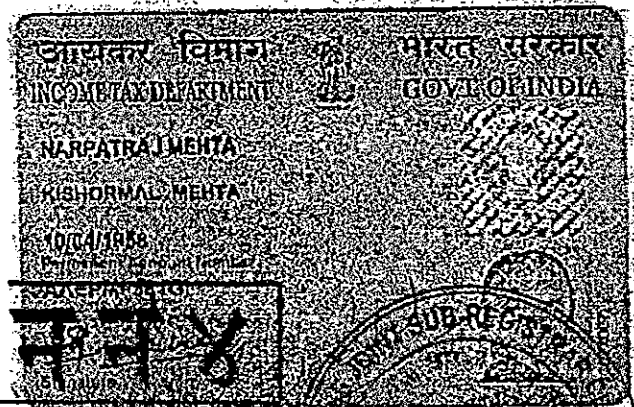
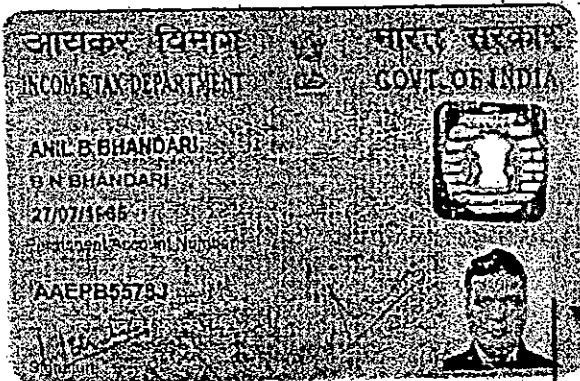
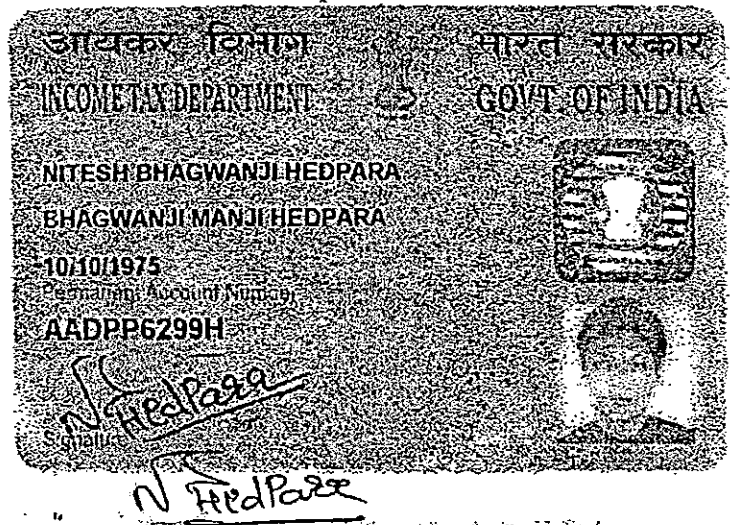
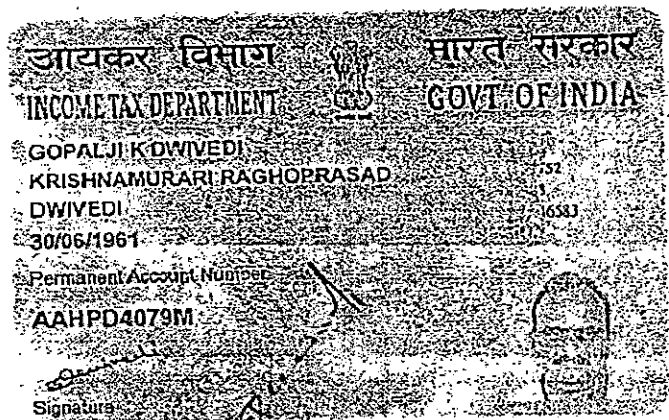
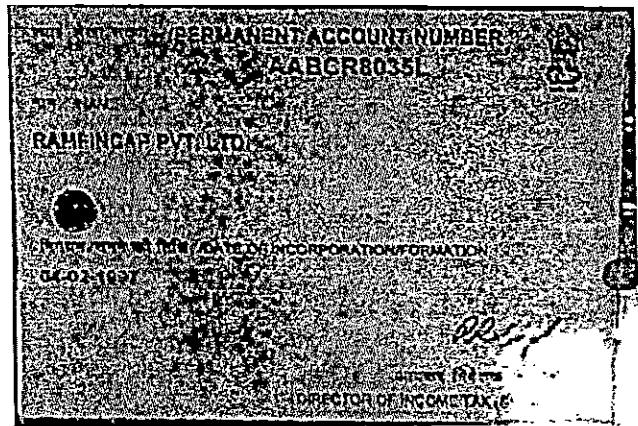
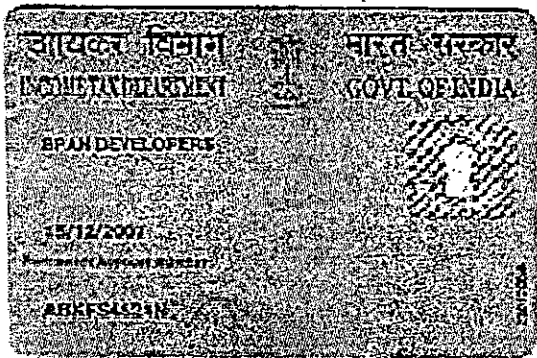
मुल्यांकनाची आवश्यकता नाही कारण अभिनिर्णीत दस्त कारणाचा तपशील अभिनिर्णीत दस्त क्र. 326/2022 दिनांक 23/06/2022

मुद्रांक शुल्क अकारणा निवडलेला अनुच्छेद:-

(i) within the limits of any Municipal Corporation or Government area subjected to it.

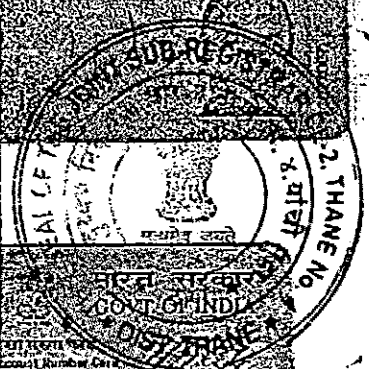
ट न न ४	
दस्त क्र. २४०९/२०२४	
१०६९	१६०





ट न न ४
दस्त क्र ४०९५/२०२४
१०२

ट न न ७
दस्त क्र. ९४०/२०२४
९ २६



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



PRASHANT JAYWANT PATIL
JAYWANT BASU PATIL
04/02/1991
Permanent Account Number
BGGPP0340B



Patil
Signature

Solke

भारत सरकार
GOVERNMENT OF INDIA

शैलेश पुष्पवंदन जादव
Shailesh Pushpvardan Jada
जन्म तिथि / DOB : 07/07/1983
पुरुष / MALE

3523 7605 9100



आदमी



भारत सरकार
GOVERNMENT OF INDIA



चिराग नटवरलाल धामेचा
Chirag Natwarlal Dhamecha
जन्म तारीख/DOB: 16/06/1982
पुरुष / MALE

6089 6143 4875

VID : 9115 4807 3056 3094

माझे आधार, माझी ओळख



भारत निर्वाचन आयोग
ELECTION COMMISSION OF INDIA

भारत निर्वाचन आयोग
ELECTOR PHOTO IDENTITY CARD

XGE0041327

MTA/08/0035027



व्यक्तीचे नाव : विनाय चंद्रकांत राऊत

Elector's Name: Vinay Chandrakant Raut

व्यक्तीचे नाव : चंद्रकांत राऊत

Father's Name: Chandrakant Raut

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

ANIL ANANT CHAVAN
ANANT BALU CHAVAN

27/09/1985

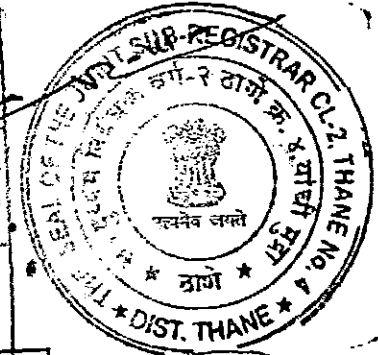
Permanent Account Number

AGBPC1431G

Chavan
Signature

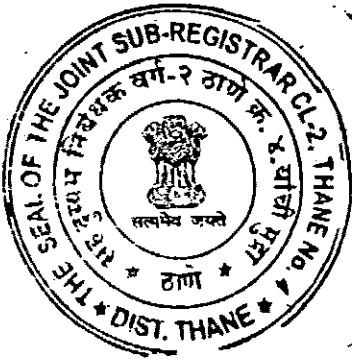


ट न न ४	
दस्ता क्र. १४७९/२०२४	
१०३	१६०
ट न न ७	
दस्ता क्र. १५०/२०२४	
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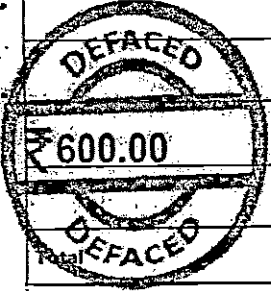




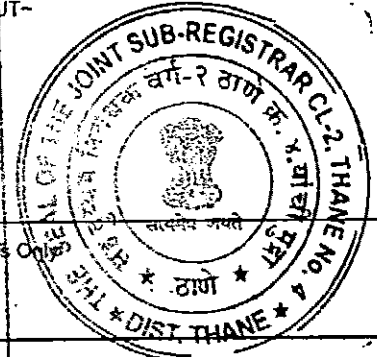
CHALLAN
MTR Form Number-5



GRN	MH013959992202324P	BARCODE	Date		15/01/2024-09:19:36	Form ID	48(f)
Department				Inspector General Of Registration			
Stamp Duty				Payer Details			
Type of Payment				Registration Fee			
Office Name				THN4_THANE NO 4 JOINT SUB REGISTRA		Full Name	
Location				THANE		SPAN DEVELOPERS	
Year				2023-2024 One Time		Flat/Block No.	
Account Head Details				Amount In Rs.		Premises/Building	
0030046401 Stamp Duty				500.00		Road/Street	
0030063301 Registration Fee				100.00		Area/Locality	
						Town/City/District	
						PIN	
						4 0 1 1 0 1	
				Remarks (If Any)			
				Second Party Name-VINAY C. RAUT-			
				दस्तावेज क्र. २५०९/२०२४			
				Amount in Words			
				600.00			
				Six Hundred Rupees Only			
				१६०			
Payment Details				STATE BANK OF INDIA			
				FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN		Ref. No.	
						10000502024011500197	
				Bank Date		RBI Date	
						15/01/2024-09:19:53	
						Not Verified with RBI	
Name of Bank				Bank-Branch			
				STATE BANK OF INDIA			
Name of Branch				Scroll No. , Date		Not Verified with Scroll	

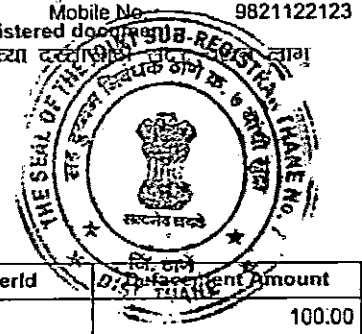


दस्तावेज क्र. २५०९/२०२४
१६०



Department ID :
NOTE:- This challan is valid for document to be registered in Sub-Registrar Office only. Not valid for unregistered documents.
सदर चालन केवल दृश्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तऐवजांच्यासाठीच वैध आहे. अननोंदणी केलेल्या कागदांच्या दस्तऐवजांच्यासाठी वैध नाही.

दस्तावेज क्र. २५०/२०२४
११ १६

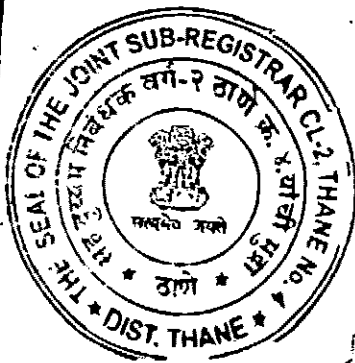


Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	User Id	Defacement Amount
1	(IS)-337-950	0007414128202324	16/01/2024-16:05:47	IGR119	100.00
2	(IS)-337-950	0007414128202324	16/01/2024-16:05:47	IGR119	500.00
Total Defacement Amount					600.00

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टनन ४
दस्तावेज क्र. २४०९/१२०१४
१५६ १६०



337/950

मंगळवार, 16 जानेवारी 2024 4:06 म.नं.

दस्त गोषवारा भाग-1

टनन 7 92/9E

दस्त क्रमांक: 950/2024

दस्त क्रमांक: टनन 7 /950/2024

बाजार मूल्य: रु. 01/-

मोबंदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.500/-

दु. नि. सह. दु. नि. टनन 7 यांचे कार्यालयात

पावती:1039

पावती दिनांक: 16/01/2024

अ. क्र. 950 वर दि.16-01-2024

सादरकरणाराचे नाव: विनय सी. राजत --

रोजी 4:04 म.नं. वा. हजर केला.

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 300.00

पृष्ठांची संख्या: 15

एकुण: 400.00

दस्त हजर करणाऱ्याची सही:

Joint Sub Registrar Thane 7

कमी पडलेली पाने फी

रु. 20/-

पा क्र 925E

अन्वये वसूल केली

Joint Sub Registrar Thane 7

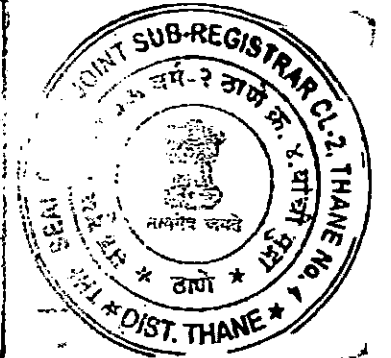
दस्ताचा प्रकार: कुलमुखत्यारपत्र

मुद्रांक शुल्क: (48-अ) जेव्हा एकाच संव्यवहाराच्या संबंधात एका किंवा अधिक दस्तऐवजांची नोंदणी करण्याच्या एकमेव प्रयोजनासाठी किंवा असे एक किंवा अधिक दस्तऐवज निष्पादित केल्याचे कवूल करण्यासाठी केला असेल तेव्हा

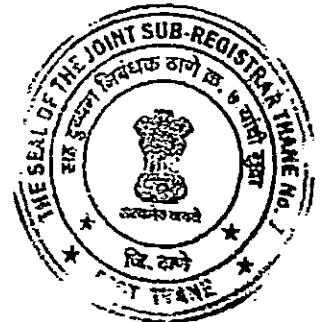
शिक्का क्र. 1 16 / 01 / 2024 04 : 04 : 56 PM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 16 / 01 / 2024 04 : 05 : 35 PM ची वेळ: (फी)

टनन ४	
दस्त क्र. ९५०/२०२४	
९००	९००



टनन ७	
दस्त क्र. ९५०/२०२४	
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दस्त गोथवारा भाग-2

दन 7 93/98
दस्त क्रमांक:950/2024

16/01/2024 4 28:56 PM

दस्त क्रमांक :दन 7/950/2024
दस्ताचा प्रकार :-कुलमुखत्यारपत्र

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:विनय सी. राऊत - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 203, कुसुम छाया, नवघर रोड, एनकेजीएसबी बँक समीर, भाईदर पूर्व, जिल्हा ठाणे, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पॅन नंबर:	पॉवर ऑफ अटॉर्नी हॉल्डर वय :-54 स्वाक्षरी:-		<input checked="" type="checkbox"/>
2	नाव:प्रशांत जयवंत पाटील - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 101, जानकी निवास, विठ्ठल मंदिर रोड, भाईदर पूर्व, जिल्हा ठाणे, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पॅन नंबर:	पॉवर ऑफ अटॉर्नी हॉल्डर वय :-32 स्वाक्षरी:-		<input checked="" type="checkbox"/>
3	नाव:मै. स्पॅन डेव्हलपर्सचे भागिदार गोपालजी के. द्विवेदी - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: तळ मजला, समूह, अन्नपूर्णा इस्टेट, इंद्रलोक फेज 6, भाईदर पूर्व, तालुका जिल्हा ठाणे, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पॅन नंबर:ABKFS4524N	कुलमुखत्यार देणार वय :-62 स्वाक्षरी:-		<input checked="" type="checkbox"/>
4	नाव:मै. स्पॅन डेव्हलपर्सचे भागिदार नरपतराज मेहता - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: तळ मजला, समूह, अन्नपूर्णा इस्टेट, इंद्रलोक फेज 6, भाईदर पूर्व, तालुका जिल्हा ठाणे, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पॅन नंबर:ABKFS4524N	कुलमुखत्यार देणार वय :-65 स्वाक्षरी:-		<input checked="" type="checkbox"/>
5	नाव:मै. स्पॅन डेव्हलपर्सचे भागिदार अनिल भंडारी पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: तळ मजला, समूह, अन्नपूर्णा इस्टेट, इंद्रलोक फेज 6, भाईदर पूर्व, तालुका जिल्हा ठाणे, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पॅन नंबर:ABKFS4524N	कुलमुखत्यार देणार वय :-58 स्वाक्षरी:-		<input checked="" type="checkbox"/>
6	नाव:मै. स्पॅन डेव्हलपर्सचे भागिदार मै. दिदिशा व्हेन्वर्सचे डायरेक्टर कृष्णा रांदड - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: तळ मजला, समूह, अन्नपूर्णा इस्टेट, इंद्रलोक फेज 6, भाईदर पूर्व, तालुका जिल्हा ठाणे, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पॅन नंबर:ABKFS4524N	कुलमुखत्यार देणार वय :-34 स्वाक्षरी:-		<input checked="" type="checkbox"/>
7	नाव:मै. स्पॅन डेव्हलपर्सचे भागिदार मै. समफिनकॅप प्रा.लि. चे डायरेक्टर घनश्याम एच. रांदड - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: तळ मजला, समूह, अन्नपूर्णा इस्टेट, इंद्रलोक फेज 6, भाईदर पूर्व, तालुका जिल्हा ठाणे, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पॅन नंबर:ABKFS4524N	कुलमुखत्यार देणार वय :-58 स्वाक्षरी:-		<input checked="" type="checkbox"/>

दस्त क्र. 93/98
दस्ताचा प्रकार :-कुलमुखत्यारपत्र
अनु क्र. 1
पक्षकाराचे नाव व पत्ता
नाव:शैलेश जाधव
वय:40
पत्ता:भाईदर पूर्व, जिल्हा ठाणे
पिन कोड:401105

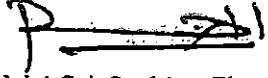
दस्त क्र. 93/98
दस्ताचा प्रकार :-कुलमुखत्यारपत्र
अनु क्र. 2
पक्षकाराचे नाव व पत्ता
नाव:अनिल चव्हाण - -
वय:38
पत्ता:भाईदर पूर्व, जिल्हा ठाणे
पिन कोड:401105

दस्त क्र. 93/98
दस्ताचा प्रकार :-कुलमुखत्यारपत्र
अनु क्र. 1
पक्षकाराचे नाव व पत्ता
नाव:शैलेश जाधव
वय:40
पत्ता:भाईदर पूर्व, जिल्हा ठाणे
पिन कोड:401105

दस्त क्र. 93/98
दस्ताचा प्रकार :-कुलमुखत्यारपत्र
अनु क्र. 2
पक्षकाराचे नाव व पत्ता
नाव:अनिल चव्हाण - -
वय:38
पत्ता:भाईदर पूर्व, जिल्हा ठाणे
पिन कोड:401105

खातील पक्षकाराची कबुली उपलब्ध नाही.

अनु क्र. पक्षकाराचे नाव व पत्ता
 1 में. स्पॅन डेव्हलपर्सचे भागिदार नितेश हेडपरा - :-
 प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: तळ मजला, समृद्धी, अत्रपुर्जा इस्टेट, इंद्रलोक फेज 6, भाईदर पूर्व, तातुका जिल्हा ठाणे, ब्लॉक नं: -, रोड नं: -,
 महाराष्ट्र, ठाणे.
 ABKFS4524N



Joint Sub Registrar Thane 7

Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	SPAN DEVELOPERS	eChallan	10000502024011500197	MH013959992202324P	500.00	SD	0007414128202324	16/01/2024
2		DHC		0124162513710	300	RF	0124162513710D	16/01/2024
3	SPAN DEVELOPERS	eChallan		MH013959992202324P	100	RF	0007414128202324	16/01/2024

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

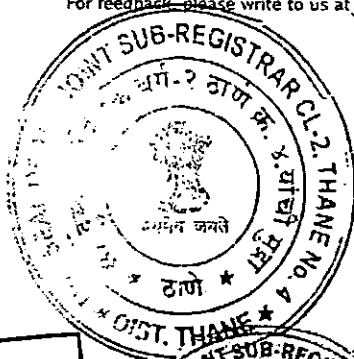
950 / 2024

Know Your Rights as Registrants

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

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

ट न न ४	
दस्त क्र. २३०९ / २०२४	
१४०	१६०



ट न न ७	
दस्त क्र. २३० / २०२४	
१४	१६



प्रमाणित करण्यात येते की, या दस्तामध्ये
 एकूण घन आहेत.
 सदर दस्त पुस्तक क्र. १
 अ. क्र. दर पोंदला

आर. एम. यशेश्वर
 सह, दुय्यम निबंधक, वर्ग-२, ठाणे क्र. ७,
 दि: / / २०२४

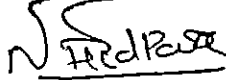

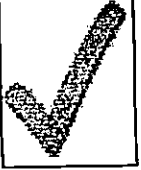
दस्त.गोषवारा भाग-2

दनन 7 98/98
दस्त क्रमांक:950/2024

18/01/2024 2 11:05 PM

दस्त क्रमांक :दनन7/950/2024

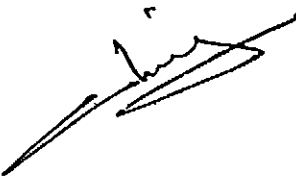


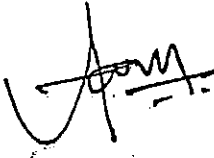

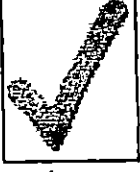
दस्तोचा प्रकार :-कुलमुखत्यारपत्र

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:मै. स्पॅन डेव्हलपर्सचे भागिदार नितेश हेडपरा -- पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: तळ मजला, समृद्धी, अन्नपूर्णा इस्टेट, इंद्रलोक फेज 6, भाईदर पूर्व, तालुका जिल्हा ठाणे, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पिन नंबर:ABKFS4524N	कुलमुखत्यार देणार वय :-48 स्वाक्षरी:- 		


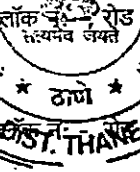
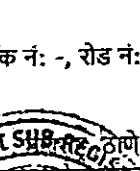



वरील दस्तऐवज करून देणार तथाकथीत कुलमुखत्यारपत्र चा दस्त ऐवज करून दिल्याचे कबुल करतात.
थिक्का क्र.3 ची वेळ:18 / 01 / 2024 02 : 07 : 01 PM

ओळख:-


खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	ठसा प्रमाणित	
1	नाव:चिराम धामेचा -- वय:40 पत्ता:भाईदर पूर्व, जिल्हा ठाणे पिन कोड:401105	स्वाक्षरी 		
2	नाव:अनिल चव्हाण -- वय:38 पत्ता:भाईदर पूर्व, जिल्हा ठाणे पिन कोड:401105	स्वाक्षरी 		

खालील पक्षकाराची कबुली उपलब्ध आहे .

अनु क्र.	पक्षकाराचे नाव व पत्ता	दस्त क्र.	ठसा प्रमाणित
1	मै. स्पॅन डेव्हलपर्सचे भागिदार गोपालजी के. द्विवेदी -- प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: तळ मजला, समृद्धी, अन्नपूर्णा इस्टेट, इंद्रलोक फेज 6, भाईदर पूर्व, तालुका जिल्हा ठाणे, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. ABKFS4524N	ट न न ४ दस्त क्र. १४७९ १४७९ १६०	
2	मै. स्पॅन डेव्हलपर्सचे भागिदार अनिल भंडारी -- प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: तळ मजला, समृद्धी, अन्नपूर्णा इस्टेट, इंद्रलोक फेज 6, भाईदर पूर्व, तालुका जिल्हा ठाणे, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. ABKFS4524N		
3	मै. स्पॅन डेव्हलपर्सचे भागिदार नरपतराज मेहता -- प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: तळ मजला, समृद्धी, अन्नपूर्णा इस्टेट, इंद्रलोक फेज 6, भाईदर पूर्व, तालुका जिल्हा ठाणे, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. ABKFS4524N		
4	मै. स्पॅन डेव्हलपर्सचे भागिदार मै. दिविशा व्हेन्वर्स चे डायरेक्टर कृष्णा रावेंड प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: तळ मजला, समृद्धी, अन्नपूर्णा इस्टेट, इंद्रलोक फेज 6, भाईदर पूर्व, तालुका जिल्हा ठाणे, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. ABKFS4524N		
5	मै. स्पॅन डेव्हलपर्सचे भागिदार मै. रामफिनकॅप प्रा.लि. चे डायरेक्टर घनश्याम एच. रांदे -- प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: तळ मजला, समृद्धी, अन्नपूर्णा इस्टेट, इंद्रलोक फेज 6, भाईदर पूर्व, तालुका जिल्हा ठाणे, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. ABKFS4524N		
6	विनय सी. राऊत -- प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 203, कुसुम छाया, नवघर रोड, एनकेजीएसवी बँक समोर, भाईदर पूर्व, जिल्हा ठाणे, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे.		
7	प्रशांत जयवंत पाटील -- प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 101, जानकी निवास, विहल मॉडर्न रोड, भाईदर पूर्व, जिल्हा ठाणे, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे.		

खालील पक्षकाराची कबुली उपलब्ध आहे .

अनु क्र.	पक्षकाराचे नाव व पत्ता	दस्त क्र.	ठसा प्रमाणित
1	मै. स्पॅन डेव्हलपर्सचे भागिदार गोपालजी के. द्विवेदी -- प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: तळ मजला, समृद्धी, अन्नपूर्णा इस्टेट, इंद्रलोक फेज 6, भाईदर पूर्व, तालुका जिल्हा ठाणे, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. ABKFS4524N	दस्त क्र. १४०/२०२४ १४०	

- 2 में. स्पॅन डेव्हलपर्सचे भागिदार अनिल भंडारी :-
प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: तळ मजला, समृद्धी, अन्नपूर्णा इस्टेट, इंद्रलोक फेज 6, भाईदर पूर्व, तालुका जिल्हा ठाणे , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे.
ABKFS4524N
- 3 में. स्पॅन डेव्हलपर्सचे भागिदार नरयतराज मेहता :-
प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: तळ मजला, समृद्धी, अन्नपूर्णा इस्टेट, इंद्रलोक फेज 6, भाईदर पूर्व, तालुका जिल्हा ठाणे , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे.
ABKFS4524N
- 4 में. स्पॅन डेव्हलपर्सचे भागिदार में. टिविशा व्हेन्सर्स चे डायरेक्टर कृष्णा रांदड :-
प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: तळ मजला, समृद्धी, अन्नपूर्णा इस्टेट, इंद्रलोक फेज 6, भाईदर पूर्व, तालुका जिल्हा ठाणे , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे.
ABKFS4524N
- 5 में. स्पॅन डेव्हलपर्सचे भागिदार में. रामफिनकॅप प्रा.लि. चे डायरेक्टर घनश्याम एच. रांदड :-
प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: तळ मजला, समृद्धी, अन्नपूर्णा इस्टेट, इंद्रलोक फेज 6, भाईदर पूर्व, तालुका जिल्हा ठाणे , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे.
ABKFS4524N
- 6 विनय सी. राऊत :-
प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 203, कुसुम ह्यादा, नवधर रोड, एनकेजीएसबी बँक समोर, भाईदर पूर्व, जिल्हा ठाणे , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे.
- 7 प्रशांत जयवंत पाटील :-
प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 101, जानकी निवास, विठ्ठल मंदिर रोड, भाईदर पूर्व, जिल्हा ठाणे , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे.

शिकका क्र.4 ची वेळ:18 / 01 / 2024 02 : 10 : 36 PM

शिकका क्र.5 ची वेळ:18 / 01 / 2024 02 : 10 : 53 PM नोंदणी पुस्तक 4 मध्ये

Joint Sub Registrar Thane 7

Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	SPAN DEVELOPERS	eChallan	10000502024011500197	MH013959992202324P	500.00	SD	0007414128202324	16/01/2024
2		DHC		0124162513710	300	RF	0124162513710D	16/01/2024
3	SPAN DEVELOPERS	eChallan		MH013959992202324P	100	RF	0007414128202324	16/01/2024

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

950 /2024

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

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

942
940

950

ट न न ७

दस्त क्र. ९५० / २०२४

९६ ९६

THE SEAL OF THE JOINT SUB-REGISTRAR THANE No. 7
जि. ठाणे
DIST. THANE

प्रमाणित करण्यात येले की, या दस्तामध्ये एकूण.....९६.....पाने आहेत.
सदर दस्त पुस्तक क्र. ९६
अ.क्र.....९५०.....वर नोंदना
7 सह. दुय्यम निबंधक, ठाणे क्र. ७ (वर्ग-२)
दिनांक १८ मार्च ०९ २०२४

Data of Bank Receipt for GRN MH010948644202425R
Bank - PUNJAB NATIONAL BANK

Bank/Branch :
 Pmt Txn id : 111124M814963 Simple Receipt
 Pmt DtTime : 11/11/2024 12:45:36 Print DtTime :
 ChallanIdNo : 03006172024111150023 GRAS GRN : MH010948644202425R
 District : 1201 / THANE GRN Date : 11/11/2024 14:12:34
 Office Name : IGR116 / THN4_THANE NO 4 JOINT SUB REGISTRAR

StDuty Schm : 0030046401-75/ Stamp Duty(Bank Portal)
 StDuty Amt : Rs 6,76,725.00/- (Rs Six Lakh Seventy Six Thousand Seven Hundred Twenty Five Rupees Only)

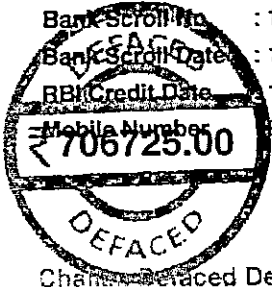
RgnFee Schm : 0030063301-70 / Registration Fee
 RgnFee Amt : Rs 30,000.00/- (Rs Thirty Thousand Rupees Only)

Only for verification not to be printed and used

Article : B25
 Prop Mvblty : Immovable Consideration : 96,67,500.00/-
 Prop Descr : Flat No. A/1004,WINDERMERE,TOWER A,Opp. Solitaire , Heights
 : BHAYANDAR West,District Thane,Maharashtra
 : 401101

Duty Payer : PAN-CMMPG8592H RITESH N GUPTA YOHAN N GUPTA MEENADEV I GUPTA
 Other Party : PAN-ABKFS4524N SPAN DEVELOPERS

Bank Scroll No : 1
 Bank Scroll Date : 12/11/2024
 RBH Credit Date : 12/11/2024
 Mobile Number : 9821122123



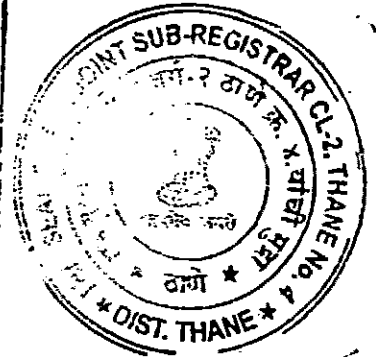
Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-76-23718	0006509240202425	30/11/2024-11:47:16	IGR116	30000.00
2	(IS)-76-23718	0006509240202425	30/11/2024-11:47:16	IGR116	676725.00
Total Defacement Amount					7,06,725.00

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दस्ता क्र. २४७९/२०२४

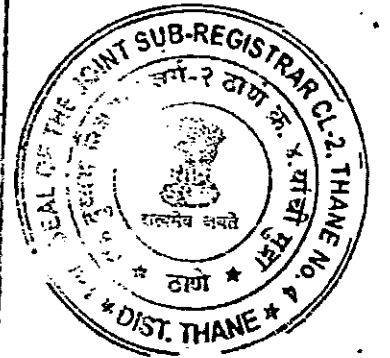
१५४ १६०



मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)					
Valuation ID	20241130104	30 November 2024, 10:36:31 AM			
टननं					
मूल्यांकनाचे वर्ष	2024				
जिल्हा	ठाणे				
मूल्य विभाग	तालुका : ठाणे				
उप मूल्य विभाग	1/11-एच - 2) भू-भाग मौजे भाईदर गांवातील रेल्वे लाईनच्या पश्चिमेकडील व वरील अे ते जी व एच -1 भागातील मिळकती वगळता इतर सर्व मिळकती				
क्षेत्राचे नांव	Mira Bhaindar Municipal Corporation	सर्व्हे नंबर /न. भू. क्रमांक :	सर्व्हे नंबर#222		
वाषिक मूल्य दर तक्त्यानुसार मूल्यदर रु.	खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक
	22400	69600	79910	108400	79910
मोजमापनाचे एकक	चौ. मीटर				
बांधीव क्षेत्राची माहिती	बांधकाम क्षेत्र (Built Up)-	77.561 चौ. मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-
	बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय -	0 TO 2वर्षे	बांधकामाचा दर-
	उद्दवाहन सुविधा -	आहे	मजला -	5th to 10th Floor	कार्पेट क्षेत्र-
प्रकल्पाचे क्षेत्र -	Above 2 hector				
Sale Type -	First Sale				
Sale/Resale of built up Property constructed after circular dt.02/01/2018					
(सूत्र) प्रकल्पाचे क्षेत्रानुसार दर	= ((मिळकतीचा प्रति चौ. मीटर मूल्यदर) * 105 %)				
प्रकल्पाचे क्षेत्रानुसार	निवासी सदनिका करीता प्रती चौ. मीटर दर = Rs. 73080 /-				
मजला निहाय घट/वाढ	= 105 / 100 Apply to Rate = Rs.76734/-				
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर	=(((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी)+ खुल्या जमिनीचा दर)				
	= (((76734-22400) * (100 / 100)) + 22400)				
	= Rs.76734/-				
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र				
	= 76734 * 77.561				
	= Rs.5951565.774/-				
Applicable Rules	= 3, 5 अ, 9, 18, 19				
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + मेझॅनाईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य (खुली बास्कनी) + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बास्कनी + स्वयंचलित वाहनतळ				
	= A + B + C + D + E + F + G + H + I + J				
	= 5951565.774 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0				
	= Rs.5951566/-				
	= ₹ एकोणसाठ लाख एक्कावन्न हजार पाच शे सहासष्ट /-				

Home Print

टननं ४	
दस्त क्र. 2809/2024	
१५०	१६०



76/23718

शनिवार, 30 नोव्हेंबर 2024 11:47 म.पू.

दस्त गोषवारा भाग-1

टनन4

94E1960

दस्त क्रमांक: 23718/2024

दस्त क्रमांक: टनन4 /23718/2024

वाजार मुल्य: रु. 59,51,566/-

मोवदला: रु. 96,67,500/-

भरलेले मुद्रांक शुल्क: रु.6,76,725/-

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

पावती:26406

पावती दिनांक: 30/11/2024

अ. क्रं. 23718 वर दि.30-11-2024

सादरकरणाराचे नाव: रीतेश नेमीचंद गुप्ता -

रोजी 11:45 म.पू. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 3200.00

पृटांची संख्या: 160

एकुण: 33200.00

दस्त हजर करणाऱ्याची सही:

Ritesh

Ritesh

Joint Sub Registrar, Thane 4

Ritesh

Joint Sub Registrar, Thane 4

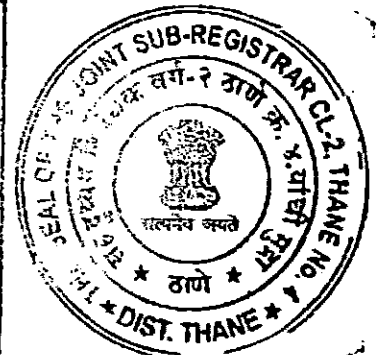
दस्ताचा प्रकार: करारनामा

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

शिक्का क्रं. 1 30 / 11 / 2024 11 : 45 : 10 AM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 30 / 11 / 2024 11 : 46 : 09 AM ची वेळ: (फी)

टनन ४
दस्त क्र. २३७१९६०
९४६ ९६०



शिक्का क्रं. 1 30 / 11 / 2024 11 : 45 : 10 AM ची वेळ: (सादरीकरण)