

80/26345

पावती

Original/Duplicate

Wednesday, December 11, 2024

नोंदणी क्र.: 39म

10:47 AM

Regn.: 39M

पावती क्र.: 29384

दिनांक: 11/12/2024

गावाचे नाव: नारींगी

दस्तऐवजाचा अनुक्रमांक: वसई-2-26345-2024

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: तुषार बबन हुमणे -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2780.00

पृष्ठांची संख्या: 139

एकूण:

रु. 32780.00

आपणास मूळ दस्त **थंबनेल प्रिंट, सूची-२ अंदाजे**

11:05 AM ह्या वेळीस मिळेल.

Sub Registrar Vasai 2

बाजार मूल्य: रु. 1458688/-

मोबदला रु. 3161000/-

भरलेले मुद्रांक शुल्क : रु. 221270/-

सह. दुय्यम निबंधक वर्ग- ३
वसई क्र. २ (विरार)

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1224119000999 दिनांक: 11/12/2024

वेंकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु. 780/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1224117101092 दिनांक: 11/12/2024

वेंकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH012368115202425E दिनांक: 11/12/2024

वेंकेचे नाव व पत्ता:

Tamara

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)					
Valuation ID	20241211675	11 December 2024, 10:38:52 AM			
मूल्यांकनाचे वर्ष	2024	वसई 2			
जिल्हा	पालघर				
मूल्य विभाग	तालुका : वसई				
उप मूल्य विभाग	6-रहिवास व इतर तत्सम अनुज्ञेय वापरातील जमिनी				
क्षेत्राचे नांव	Vasai-Virar Municipal Corporation	सर्व्हे नंबर /न. भू. क्रमांक :	सर्व्हे नंबर#231		
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.					
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक
9310	44800	51500	56900	51500	चौ. मीटर
बांधीव क्षेत्राची माहिती					
बांधकाम क्षेत्र(Built Up)-	32.56चौ. मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय -	0 TO 2वर्षे	बांधकामाचा दर-	Rs.26620/-
उद्दवाहन सुविधा -	आहे	मजला -	1st To 4th Floor	कार्पेट क्षेत्र-	29.6चौ. मीटर
Sale Type - First Sale					
Sale/Resale of built up Property constructed after circular dt.02/01/2018					
मजला निहाय घट/वाढ	= 100 / 100 Apply to Rate= Rs.44800/-				
घसा.यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर	=(((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा.यानुसार टक्केवारी)+ खुल्या जमिनीचा दर)				
	= ((44800-9310) * (100 / 100)) + 9310)				
	= Rs.44800/-				
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र				
	= 44800 * 32.56				
	= Rs.1458688/-				
Applicable Rules	= 3, 9, 18, 19				
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + मेहेंनाईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य(खुली बाल्कनी) + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भावतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + स्वयंचलित वाहनतळ				
	= A + B + C + D + E + F + G + H + I + J				
	= 1458688 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0				
	=Rs.1458688/-				
	= ₹ चौदा लाख अठ्ठावन्न हजार सहा शे अठ्ठ्याऐशी /-				

Home

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सह. दुय्यम निबंधक वर्ग-२
वसई क्र. २ (विरार)





CHALLAN
MTR Form Number-6

वसई क्र. - २

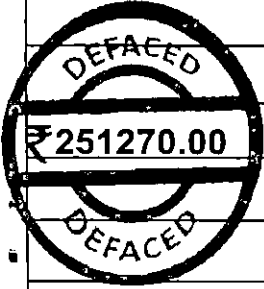
२६३४५ २ १३९

Date 10/12/2024-20:42:03 Form ID 25.2



GRN	MH012368115202425E	BARCODE				Date	10/12/2024-20:42:03	Form ID	25.2
Department	Inspector General Of Registration		Payer Details						
Type of Payment	Stamp Duty		TAX ID / TAN (If Any)						
Office Name	VSI2_VASAI NO 2 JOINT SUB REGISTRAR		PAN No.(If Applicable)	AGGPP7201A					
Location	PALGHAR		Full Name	MAHESHWAR HASHA PATIL					
Year	2024-2025 One Time		Flat/Block No.	411 4TH FLOOR MRIDA HOMES HASHA					
			Premises/Building	HEIGHTS					

Account Head Details	Amount In Rs.		
0030046401 Stamp Duty	221270.00	Road/Street	NARINGI ROAD
0030063301 Registration Fee	30000.00	Area/Locality	VIRAR
		Town/City/District	
		PIN	4 0 1 3 0 5
		Remarks (If Any)	PAN2=AHEPH1165Q-SecondPartyName=TUSHAR BABAN HUMANE-CA=3161000
		Amount In	Two Lakh Fifty One Thousand Two Hundred Seventy Rupees Only
Total	2,51,270.00	Words	
Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK	
Cheque/DD Details		Bank CIN	Ref. No. 69103332024121110276 2903528162
Cheque/DD No.		Bank Date	RBI Date 10/12/2024-20:42:53 Not Verified with RBI
Name of Bank		Bank-Branch	IDBI BANK
Name of Branch		Scroll No. , Date	Not Verified with Scroll



Department ID : Mobile No. : 9226205728
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चालन केवल द्रव्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी व करावयाच्या दस्तांसाठी सदर चालन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-80-26345	0006819138202425	11/12/2024-10:46:52	IGR134	30000.00



Print Date 11-12-2024 01:52:14



CHALLAN
MTR Form Number-6



वसई क्र.-२		
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२०२४		

GRN	MH012368116202425E.	BARCODE	Date		10/12/2024-20:42:05	Form ID	25.2
Department	Inspector General Of Registration		Payer Details				
Type of Payment	Stamp Duty		TAX ID / TAN (If Any)				
Office Name	VSI2_VASAI, NO 2 JOINT SUB REGISTRAR		PAN No.(If Applicable)	AGGPP7201A			
Location	PALGHAR		Full Name	MAHESHWAR HASHA PATIL			
Year	2024-2025 One Time		Flat/Block No.	411 4TH FLOOR MRIDA HOMES HASHA			
			Premises/Building	HEIGHTS			
Account Head Details		Amount In Rs.	Road/Street	NARINGI ROAD			
0030046401 Stamp Duty		221270.00	Area/Locality	VIRAR			
0030063301 Registration Fee		30000.00	Town/City/District				
			PIN	4	0	1	3 0 5
			Remarks (If Any)	PAN2=AHEPH1166Q~SecondPartyName=TUSHAR BABAN			
				HUMANE~CA=3161000			
			Amount In	Two Lakh Fifty One Thousand Two Hundred Seventy Ru			
Total		2,51,270.00	Words	pees Only			
Payment Details		IDBI BANK	FOR USE IN RECEIVING BANK				
Cheque-DD Details		Bank CIN	Ref. No.	69103332024121110276	2903528162		
Cheque/DD No.		Bank Date	RBI Date	10/12/2024-20:42:53	Not Verified with RBI		
Name of Bank		Bank-Branch	IDBI BANK				
Name of Branch		Scroll No. , Date	Not Verified with Scroll				

Department ID :

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

Mobile No. : 9226205728

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



वसई क्र.- २		
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AGREEMENT FOR SALE

This Agreement for sale made, entered into and executed at Virar on this 11th day of December in the year Two Thousand and Twenty Four.

BETWEEN

MR. MAHESHWAR HASHA PATIL, Age 46 Year, Indian Inhabitant, having its office at- Shop No.11, Ground Floor, Kunti Sadan, Below Shree Mangal Karyalya Hall, Veer Savarkar Marg, Virar (E), Tal. Vasai, Dist. Palghar- 401305. hereinafter referred to and called as "OWNERS'S/VENDORS" for the sake of brevity (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his legal heirs, executors, administrators or assigns) of the ONE PART;

AND

1) MR.TUSHAR BABAN HUMANE, Age 32 Year, 2) MRS. TANVI TUSHAR HUMANE, Age 28 Year, having its address at - Guravwadi, Pacheri Agar, Guhagar, Ratnagiri, Maharashtra-415726. hereinafter referred to and called as "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual-his/her/their heirs, executors, administrators and permitted assigns, in case of a Partnership Firm/LLP - the partner or partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors, administrators and permitted assigns of the last surviving partner, in case of a Company - its successors and permitted assigns, and in case of a Trust - the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and permitted assigns) of the SECOND PART.

AND

M/S. FIN WHALES LIFESTYLE LLP, a registered partnership firm, having its office at Shop No.11, Ground Floor, Kunti Sadan, Below Shree Mangal Karyalya Hall, Veer Savarkar Marg, Virar (E), Tal. Vasai, Dist. Palghar-401305. hereinafter referred to and called as "THE PROMOTER/CONFIRMING PARTY (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its partners, successors and assigns) of the THIRD PART.

A. WHEREAS (1) Smt. Kuntibai Hasha Patil, (2) Shri. Maheshwar Hasha Patil, (3) Ranjan Hasha Patil, (4) Smt. Smita Subhash Patil, (5) Smt. Mohan Gharat, (6) Smt. Daksha Chandrakant Patil, (7) Smt. Shraddha Sanjay Mhatre, (8) Smt. Nirmala Ravindra Mhatre, (9) Smt. Bharati Rajesh Gawad, (10) Smt. Aruna Atul Mhatre, (11) Smt. Mamata Kailas Dhangar ("the said Owners") are the owners of land bearing (1) Survey No.231 (Old Survey No.17), Hissa No.2, area admeasuring 2500 square meters, assessed at Rs.0-40 Paise, (2) area admeasuring 100 square meters, out of



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Survey No.231 (Old Survey No.17), Hissa No.7, total area admeasuring 400 square meters, assessed at Rs.0-06 Paise, (3) Survey No.231 (Old Survey No.17), Hissa No.8, area admeasuring 300 square meters, assessed at Rs.0-06 Paise, (4) area admeasuring 150 square meters, out of Survey No.231 (Old Survey No.17), Hissa No.9, total area admeasuring 300 square meters, assessed at Rs.0-06 Paise, (5) Survey No.231 (Old Survey No.17), Hissa No.10, area admeasuring 900 square meters, assessed at Rs.0-11 Paise, lying, being and situated at Village Naringi, Taluka Vasai, District. Palghar, within the jurisdiction of Vasai Virar City Municipal Corporation (the VVCMC) and within the limits of Sub Registrar Vasai, Tal. Vasai, Dist. Palghar (hereinafter the said lands collectively referred to as "**the said Property**"). The authenticated copy of 7/12 Extracts of the said Property are hereto annexed and marked as the **Annexure "A-1" & "A-5" respectively.**

- B. AND WHEREAS the Collector Palghar has granted Non-Agricultural (NA) permission vide order No.REV/D-1/T-1/NAP/Naringi-Vasai/SR-480/2015 dated 5/1/2017 in respect of the said Property. The authenticated copy of the NA permission is hereto annexed and marked as the **Annexure "B"**.
- C. AND WHEREAS the VVCMC has granted Commencement Certificate bearing No. VVCMC/TP/CC/VP-5692/187/2019-20 dated 19/10/2019 for the proposed residential Building consisting of Stilt + 5 (five) upper floors, having 1993.35 square meters Built up area and authenticated copies of the Commencement Certificate is hereto annexed and marked as the **Annexure "C"**.
- D. AND WHEREAS by a Development Agreement dated registered on 05/02/2021 vide Document No.VSI-2/1810/2021 (herein after referred to as "the said First Agreement"), executed by and between (1) Smt. Kuntibai Hasha Patil, (2) Shri. Maheshwar Hasha Patil, (3) Ranjan Hasha Patil, (4) Smt. Smita Subhash Patil, (5) Smt. Suman Mohan Gharat, (6) Smt. Daksha Chandrakant Patil, (7) Smt. Shraddha Sanjay Mhatre. (8) Smt. Nirmala Ravindra Mhatre, (9) Smt. Bharati Rajesh Gawad, (10) Smt. Aruna Atul Mhatre, (11) Smt. Mamata Kailas Dhangar (the Owners therein) and M/s. Fin Whales Lifestyle LLP. (the Developers therein) in respect the said Property and thereby the Owners therein have granted development rights in respect of 1993.35 square meters Built up area, consisting of Stilt + 5 (five) upper floors, having 1993.35 square meters Built up area, out of the said Property in favour of the Developer therein (the Promoter herein) for consideration and on other terms and conditions mentioned in the said Development Agreement. Further the said Owners have executed Registered Power of Attorney dated 5/2/2021 in favour of the Promoter herein for development and construction of Building.
- AND WHEREAS in view of the said Development Agreement, M/s. Fin Whales Lifestyle LLP. have obtained development rights in respect of proposed Residential Building consisting of Stilt + 5 (five) upper floors,



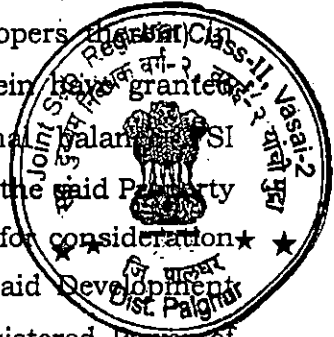
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having 1993.35 square meters Built up area to be constructed over the said Property more particularly described in "the First Schedule" hereunder written.

- F. AND WHEREAS the authenticated copy of the plan of the residential Building having Stilt + 5 (five) upper floors, having 1993.35 square meters Built up area sanctioned by the VVCMC as proposed by the said Owners and further according to the plan the Promoter has started construction of the said Building and open spaces.
- G. AND WHEREAS now, in pursuance to the Unified Development Control and Promotion Regulation, 2020 ("the UDCPR"), the VVCMC has granted Revised Development Permission No. VVCMC/TP/RDP/VP-5692/289/2021-22 dated 14/7/2021 and thereby granted permission and approved the Building Plan for construction of residential Building consisting of Ground + stilt + 15 (fifteen) upper floors, having aggregate approved built up area 8330-67 square meters, in the said Property. The authenticated copy of the Revised Development Permission hereto annexed and marked as **Annexure "D"**. The authenticated copy of the Revised sanctioned Building Plan hereto annexed and marked as **Annexure "E"**.
- H. The Promoter hereby declares, confirms and ratifies that as per the provisions of DCR 2001 & UDCPR (New DCR) the VVCMC has granted permission to construct residential Building consisting of stilt + 15 (fifteen) upper floors, having aggregate 8330-67 square meters Built up area (sanctioned area as per DCR-2001, 1196-01 square meters constructed area + sanctioned area as per UDCPR, 9134-66 square meters) in the said Property.
- I. AND WHEREAS by a Development Agreement dated 24/09/2021, registered vide Document No.VSI-2/12097/2021 (herein after referred to as "the said Seventh Agreement"), executed by and between (1) Smt. Kuntibai Hasha Patil, (2) Shri. Maheshwar Hasha Patil, (3) Ranjan Hasha Patil, (4) Smt. Smita Subhash Patil, (5) Smt. Suman Mohan Gharat, (6) Smt. Daksha Chandrakant Patil, (7) Smt. Shraddha Sanjay Mhatre, (8) Smt. Nirmala Ravindra Mhatre, (9) Smt. Bharati Rajesh Gawad, (10) Smt. Aruna Atul Mhatre, (11) Smt. Mamata Kailas Dhanger (the Owners therein) and M/s. Fin Whales Lifestyle LLP. (the Developers therein) in respect of the said Property and thereby the Owners therein have granted additional development rights in respect of additional built up area measuring 6337-32 square meters Built up area out of the said Property in favour of the Developer therein (the Promoter herein) for consideration and on other terms and conditions mentioned in the said Development Agreement. Further the said Owners have executed registered Power of Attorney dated 24/09/2021, in favour of the Promoter herein for development and construction of Building. AND WHEREAS by and under Release Deed dated-25/08/2021, under registration Notary bearing No. 385/2021, dated-25/08/2021, The Said Smt. Kunti Hasha Patil, Mrs.



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वसई क्र.- २		
Smita Subhash Patil	Smt. Suman Mohan Gharat,	Smt. Daksha
2-384 Chandrakant Patil,	Mrs. Shradha Sanjay Mhatre,	Mrs. Nirmala Ravindra
Mhatre,	Mrs. Bharti Rajesh Gawad,	Mrs. Aruna Atul Mhatre,
	Mrs. Mamta	

Kailash Dhangar, have Release his Flat to the 1) MR. Maheshwar Hasha Patil, 2) Mr. Ranjan Hasha Patil, on the terms and conditions mentioned in the said Agreement.

- J. AND WHEREAS in view of the said First Agreement and the said Seventh Agreement, M/s. Fin Whales Lifestyle LLP. have obtained development rights in respect of proposed Residential Building consisting of Ground + stilt + 15 (fifteen) upper floors; having aggregate approved built up area 8330-67 square meters, to be constructed over the said Property more particularly described in "**the First Schedule**" hereunder written.
- K. AND WHEREAS the authenticated copy of the plan of the residential Building having Ground + stilt + 15 (fifteen) upper floors, having aggregate approved built up area 8330-67 square meters, sanctioned by the VVCMC as proposed by the said Owners and further according to the plan the Promoter has started construction of the said Building and open spaces and authenticated copy of the sanctioned Building Plan hereto annexed and marked as **Annexure "F"**.
- L. AND WHEREAS the Promoter discloses and represents that in pursuance of the said First Agreement and the said Seventh Agreement, the Promoter is entitle to construct the Residential Building consisting of Ground Floor + stilt + 15 (fifteen) upper Floors, having aggregate approved built up area 8330.67 square meters, in respect of residential Building known as "**Mrida Homes Hasha Heights**" (herein after referred to as "**the said Building**") is to be constructed on the said Property. In this background the Promoter has started construction and development of the said Building on the said Property as per the sanctioned plan and permissions obtained time to time from the VVCMC and to construct the said Building.
- M. AND WHEREAS the Promoter declares and represents that the said Property is a Lay-out and the Owners have granted development right to the Promoter to construct the said Building on the said Property as per the permissions granted by the VVCMC. The said Property *inter-alia*, comprises of residential Building, facilities along-with covered/stilt car parking spaces of the Building, to be constructed and developed on the said Property in accordance with the plans approved by the Sanctioning Authorities. The Promoter discloses that currently the VVCMC has granted the Revised Development permission to construct Ground + stilt + 15 (fifteen) upper floors, having aggregate approved built up area 8330-67 square meters, on the said Property. In this background, the Promoter has proposed to construct and develop the Property as per the sanctions and permissions obtained time to time from the VVCMC and to construct the Residential Building, consisting of Ground floor + stilt + 15 (fifteen) upper floors, having aggregate approved built up area 8330-67 square meters



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(i.e. the Phase-1 and the Phase-2). The Promoter has represented to the Allottee that the Promoter has already done strong base of piling work with the clear intention that in future the VVCMC may grant permission to construct high rise Building at least upto 15 upper Floors.

- N. AND WHEREAS the Promoter declares that an area admeasuring 659.570 square meters out of the said Property is under encroachment. The Promoter further declares that an area admeasuring 805.480 square meters out of the said Property comes under Road widening and an area admeasuring 74.16 square meters out of the said Property comes under Picnic Park. The Promoter declares that after deductions of the aforesaid area of encroachment, road widening and Picnic Park, the Promoter is in actual possession of the said Property and the Promoter has started to construct the said Residential Building consisting of Ground floor + stilt + 15 (fifteen) upper floors, having aggregate approved built up area 8330-67 square meters, on the said Property in accordance with the permissions and the recitals hereinabove. The Promoter declares that the Owners of the said Property shall avail and obtain FSI/TDR/DR the aforesaid area of road widening and Picnic Park as and when against sanctioned.
- O. AND WHEREAS the Promoter is solely and exclusively entitled to sell, transfer, assign and create Seventh party rights in respect of various flats of the said Building, at the sole and exclusive discretion of the Promoter and the Promoter hereby intends to sell on ownership basis the flats of the said Building.
- P. AND WHEREAS the Promoter has entered into a standard Agreement with Mr. Umesh Kekre, an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. Further, the Promoter has appointed a structural Engineer M/s. Jay Shree Krishna Consultant for the preparation of the structural design and drawings of the said Building and the Promoter has accepted the professional supervision of the Architect and the structural Engineer till the completion of the said Building.
- Q. AND WHEREAS the Promoter hereby further declares that the aggregate 8330-67 square meters Built up area, and the Promoter shall construct the said Building as per the sanctioned Plan of the said Building, subject to further permissions and sanction.
- R. As Per Development Agreement dated- 05/02/2021 and 24/09/2021, Promoter have agreed to give 40% Constructed area in building Constructed thereon to Smt. Kuntibai Hasha Patil, & others 10, and internal MOU between Smt. Kuntibai Hasha Patil, & others 10, they have distributed 40% Constructed area in themselves and as per MOU the confirming party has allotted the Flat No. 411 on the Fourth Floor, Building known as "Mrida Homes Hasha Heights" along with Other Flat/Shop to the Vendor/Owner herein.

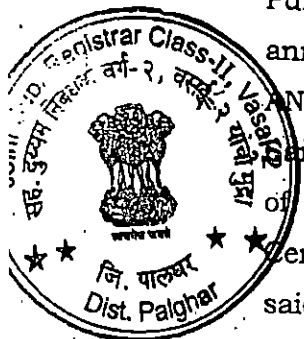


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S. AND WHEREAS in this background the Purchaser is offered the said Flat, 2-E 3/4 by the Owners/Vendors with the confirmation of the Promoter.	११ ११९
T. AND WHEREAS the Purchaser has visited and inspected the site of construction on the said Property and has seen the said Building (defined in this Agreement) being under construction and the Promoter has furnished and given inspection of all relevant documents to the Purchaser and wherever applicable copies of the aforesaid deeds and documents to the Purchaser relating to the said Property, the approved plans and specifications of the said Building, Development permissions, other permissions and the title certificate, other relevant documents and relevant registered deeds and record showing the nature of the title of the Promoter to the said Building in which the flats are to be constructed and such other documents which are specified under the Real Estate (Regulation and Development) Act, 2016 (herein after referred to and called as "the Act") and the Rules and Regulations made thereunder. The Purchaser has independently investigated and is fully satisfied with the title of the Promoter in respect of the said Property and further in respect of the said Flat (defined herein below) and the Promoter's right to construct, allot and sell various flats in the said Building. The Purchaser confirms that in view of full satisfaction of the Purchaser, from the date hereof the Purchaser shall not raise any objection or requisition in respect to the title of the Promoter to the said Property/the said Flat.	

- U. AND WHEREAS the Promoter has informed to the Purchaser that by virtue of the said deeds, documents and the several permissions and sanctioned plans the Promoter has the sole and exclusive right to develop the said Building and to sell the flats therein and to enter into separate agreements with other flats purchasers for the sale/allotment of flats in the said Building being constructed on the said Property and to receive the sale price in respect thereof.
- V. AND WHEREAS the Purchaser is offered a residential flat bearing number 411 having 29.60 square meters Carpet area (as per the RERA), on the **Fourth Floor** (herein after referred to as "**the said Flat**") in the said Building known as "**Mrida Homes Hasha Heights**" (herein after referred to as "**the said Building**"), Beside Foothill, Naringi, Virar (East), Tal. Vasai, Dist. Palghar, to be constructed on the said Property, by the Promoter.
- W. AND WHEREAS the authenticated copy of the drawing and specifications of sanctioned Floor Plan of the said Flat agreed to be purchased by the Purchaser, as sanctioned and approved by the local authority have been annexed and marked as **Annexure "G"**.
- X. AND WHEREAS the Owners have got the approvals from the concerned sanctioning Authority to the plans, the specifications, elevations, sections of the said Building and the Promoter shall obtain the Occupancy Certificate of the said Building and complete the construction work of the said Building. AND WHEREAS while sanctioning the said plans of the said



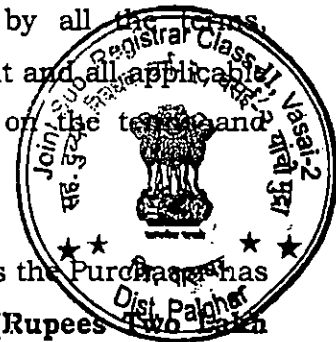




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Building the concerned local authority and/or the Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed/to be observed and performed by the Promoter while developing the said Building and upon due observance and performance of which the occupancy certificate in respect of the said Building shall be granted by the concerned local authority. AND WHEREAS the Promoter has accordingly commenced construction work of the said Building in accordance with the said permissions and plans.

- Y. AND WHEREAS the Purchaser, being fully satisfied in respect of the title to the said Building, the said Property and all permissions, plans etc. and all the representations made by the Promoter and rights of the Promoter to develop the said Building, has approached the Promoter and applied for allotment of the Flat No. 411 area admeasuring 29.60 square meters carpet area [as per the Real Estate (Regulation and Development) Act, 2016], on the **Fourth Floor**, of the said Building known as "**Mrida Homes Hasha Heights**" (herein after referred to as "**the said Building**"), Beside Foothill, Naringi, Virar (East), Tal. Vasai, Dist. Palghar to be constructed on the said Property as the Project (the said Flat more particularly described in the **SECOND SCHEDULE** hereunder written and the said Flat is shown in hatched lines on the Floor Plan annexed hereto and marked as **Annexure "H"**. The Purchaser has personally inspected the said Flat and its fixtures, fittings and amenities of the said Flat and the Purchaser is fully satisfied with the brands, description and specifications of the fittings, fixtures and amenities of the said Flat. The Purchaser is fully satisfied that the said Flat is under construction.
- Z. AND WHEREAS the carpet area of the said Flat is 29.60 square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the said Flat.
- AA. AND WHEREAS the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- BB. AND WHEREAS prior to the execution of these presents the Purchaser has paid the Vendors/Owners a sum of **Rs. 3,20,000/- (Rupees Twenty Thousand Only)** being Part payment of the sale consideration of the said Flat agreed to be sold by the Vendors/Owners to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Vendors/Owners doth hereby admits and acknowledges) and the



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Purchaser has agreed to pay to the Vendors/Owners the balance of the sale consideration as per the term and conditions and the manner agreed in this Agreement.

- CC. AND WHEREAS the Purchaser hereby expressly confirms that he has entered into this Agreement with full knowledge, implication, effect etc. of various terms and conditions contained in the documents, plans, orders, schemes including the rights and entitlements available to and reserved by the Promoter contained in this Agreement. Further, the Promoter shall always entitle to use and consume the balance FSI, TDR, DR on the said Building, the balance land area of the said Property.
- DD. AND WHEREAS the Promoter has registered the Phase-1 being the Building Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (herein after referred to as "the Act") and the rules made thereunder with the Real Estate Regulatory Authority under Serial No.P99000026476 dated 25/09/2020. An authenticated copy of the registration certificate granted by the RERA Authority, in this regard, is annexed hereto and marked as Annexure "I".
- EE. AND WHEREAS the said Owners have got the approvals from the VVCMC to the plans, the specifications, elevations, sections and of the said Building and after completion of the construction work the Promoter shall obtain Occupancy Certificate of the said Building.
- FF. AND WHEREAS it is clarified by the Promoter that the Building plans and the lay out plans though approved by the Sanctioning Authorities, the same are tentative and are liable to be changed and/or revised or amended as per the requirements of the Promoter, the Owners and/or as may be ultimately approved and sanctioned by the Sanctioning Authorities and other concerned public bodies and authorities.
- GG. AND WHEREAS the rights of the Purchaser under this Agreement, unless otherwise specified, are restricted to the said Flat hereby agreed to be purchased by the Purchaser from the Promoter as stipulated herein.
- HH. AND WHEREAS under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of the said Flat with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the said Flat from the Promoter.



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

The parties declare and confirm that all the aforesaid recitals of this Agreement shall form an integral part of this Agreement and shall be read accordingly.

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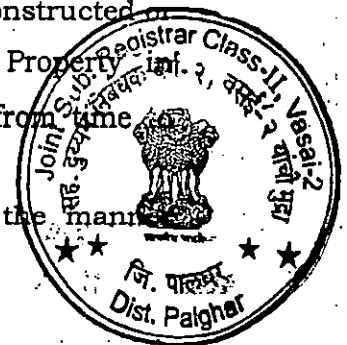
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1) **Definitions:** In this Agreement, unless repugnant to the context, the following terms shall have the following meanings:

- (i) **"This Agreement"** shall mean this Agreement for Sale together with the Schedules hereunder written and the Annexures hereto.
- (ii) **"The said Building"** shall mean the residential Building consisting of the Ground Floor + stilt + 15 (fifteen) upper floors, having aggregate approved built up area 8330.67 square meters, known as **"Mrida Homes Hasha Heights"** constructed over the said Property.
- (iii) **"Common Areas/Amenities and Facilities"** shall mean the common areas, amenities and facilities as are available in the said Building, which are to be used by the Purchaser along with other occupants/ holders of the other flats of the said Building, as the case may be.
- (iv) **"Contribution"** shall mean the amounts payable by the Purchaser in respect of the said Flat towards legal charges, water meter connection charges, electricity meter connection charges, provisional outgoings, corpus fund, membership charges, infrastructure charge, generator maintenance charges, betterment charges, membership fees, monthly maintenance charges, any other connections charges, internet connection deposits, deposits, House tax receipt name transfer, Registration Charges, stamp duty, Service Tax Charges, LBT, Goods & Service Tax (GST), MVAT charges, other deposits, etc.
- (v) **"Liquidated Damages"** shall mean an amount equivalent to 5% (five percent) of the total consideration amount of the said Flat, as agreed in this Agreement.
- (vi) **"The Project"** shall mean the construction and development of Building consisting of the Ground Floor + stilt + 15 (fifteen) upper floors, having aggregate approved built up area 8330.67 square meters, known as **"Mrida Homes Hasha Heights"** being the Phase-1 and the Phase-2, to be constructed over the said Property alongwith amenities and facilities, car parking spaces and open spaces, utility area/s, and any other structures to be constructed or developed over the part and parcels of the said Property in accordance with the plans approved/to be approved from time to time by the Sanctioning Authorities.
- (vii) **"Society"** shall mean the society to be formed in the manner contemplated herein below in Clause 12.



2) The Promoter shall construct the said Building as per sanctions and permissions obtained from the VVCMC, the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which

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may adversely affect the said Flat of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

The Purchaser hereby agrees to purchase from the Vendors/Owners with the consent of the Promoter and the Vendors/Owners hereby agrees to sell to the Purchaser the residential Flat bearing No. 411 area admeasuring 29.60 square meters carpet area as per the Act, on the **Fourth Floor**, of the said Building known as "**Mrida Homes Hasha Heights**", **Beside Foothill, Narangi, Virar (East), Tal. Vasai, Dist. Palghar** to be constructed on the said Property for the consideration of **Rs. 31,61,000/- (Rupees Thirty One Lakh Sixty One Thousand Only)** including the proportionate price of the common areas and facilities appurtenant to the said Flat, the nature, extent and description of the common areas and facilities of the said Flat, which are more particularly described in the **Annexure "J"** annexed herewith.

(ii) The Promoter/ Vendors/Owners has agreed to allot to the Purchaser a stilt/covered Parking space bearing No.____ having area _____ square meters situated at the Stilt area of the Ground Floor of the said Building. It is agreed that in case if there is dash line mark/symbol (-) or Blank put in this Clause 2 (a) (ii) after the words "Parking space bearing No.____" then it shall presume and understand that the Purchaser has not been allotted stilt/covered parking area and in that circumstances the Purchaser shall have no right to claim over the stilt/covered parking area of the said Building. However, it is agreed that the Promoter/ Vendors/Owners shall have exclusive right and authority to execute written and separate allotment letter in respect of stilt/covered Parking area to Purchaser or any other flat purchaser.

2 (b) The consideration amount of the said Fiat is **Rs. 31,61,000/- (Rupees Thirty One Lakh Sixty One Thousand Only)** (herein after referred to and called as "the Consideration amount").

2(c) The Purchaser has paid on or before execution of this agreement a sum of **Rs. 3,20,000/- (Rupees Three Lakh Twenty Thousand Only)** as advance payment or application fee and hereby agrees to pay to that Vendors/Owners the balance amount of **Rs.28,41,000/- (Rupees Twenty Eight Lakhs Forty One Thousand Only)** in the following manner: -

- i. **Rs. 8,52,300/- (Rupees Eight Lakhs Fifty Two Thousand Three Hundred Only)** (not exceeding 30% of the consideration amount) to be paid to the Promoter on completion of the plinth of the said Building in which the said Flat is located;
- ii. **Rs.2,84,100/- (Rupees Two Lakhs Eighty Four Thousand One Hundred Only)** (not exceeding 10% of the consideration amount)

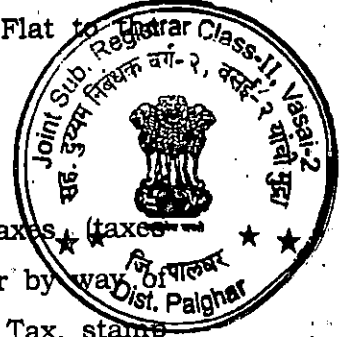


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to be paid to the Promoter on completion of the First Floor Slab of the said Building in which the said Flat is located.

- iii. **Rs. 1,42,050/- (Rupees One Lakh Forty Two Thousand Fifty Only)** (not exceeding 5% of the consideration amount) to be paid to the Promoter on completion of the Seventh Floor Slab of the said Building in which the said Flat is located.
- iv. **Rs. 1,42,050/- (Rupees One Lakh Forty Two Thousand Fifty Only)** (not exceeding 5% of the consideration amount) to be paid to the Promoter on completion of the Fifth Floor Slab of the said Building in which the said Flat is located.
- v. **Rs. 85,230/- (Rupees Eighty Five Thousand Two Hundred Thirty Only)** 3% on every slab from 7th to 16th slab.
- vi. **Rs. 1,42,050/- (Rupees One Lakh Forty Two Thousand Fifty Only)** (not exceeding 5% of the consideration amount) to be paid to the Promoter on completion of the walls, internal plaster, doors and windows frames of the said Flat.
- vii. **Rs. 1,42,050/- (Rupees One Lakh Forty Two Thousand Fifty Only)** (not exceeding 5% of the consideration amount) to be paid to the Promoter on completion of the sanitary fittings, staircases, lift wells, lobbies, External Plaster, POP up to the floor level of the said Flat.
- viii. **Rs. 1,42,050/- (Rupees One Lakh Forty Two Thousand Fifty Only)** (not exceeding 5% of the consideration amount) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the said Building in which the said Flat is located.
- ix. Balance Amount of **Rs. 1,42,050/- (Rupees One Lakh Forty Two Thousand Fifty Only)** on intimation of receipt of occupancy certificate or completion certificate and before the date of handing over the possession of the said Flat to the Purchaser.

- 2 (d) The Consideration amount above said excludes Taxes (taxes consisting of all taxes paid or payable by the Promoter by way of Goods & Service Tax [GST], Value Added Tax, Service Tax, stamp duty, registration charges and cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the said Building payable by the Promoter) up to the date of handing over the possession of the said Flat. The Consideration amount is exclusive of any sums or amounts and is further excluding inter alia contribution, membership fees/charges or premiums of any nature whatsoever as are or may be applicable and/or payable hereunder or in respect of the said Flat or otherwise, present or in future. The



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Purchaser confirms and agrees that contribution and all sums, taxes, cess, levies, fees, premiums, deposits and outgoing and maintenance shall be solely borne and paid by the Purchaser. The Purchaser would also be liable to pay interest, penalty, loss incurred by the Promoter/Vendors/Owners on account of the Purchaser's failure and/or delay to pay such taxes, levies, cess, statutory charges, penalties, etc. Further, the Purchaser agrees to pay the same, as and when due or demanded, without any demur, objection or set off. In case the Purchaser fails to pay the balance consideration amount of the said Flat mentioned in this Agreement then in that event the Purchaser shall liable to pay an interest from the date when such amount due and payable by the Purchaser, at the rate specified in the Real Estate (Regulation and Development) Act, 2016 and the Rules thereof. The Purchaser shall also fully reimburse the expenses that may be incurred by the Promoter/Vendors/Owners consequential upon any legal proceedings that may be instituted by the concerned authorities against the Promoter/Vendors/Owners or vice versa on account of such liability.

- 2 (e) The total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the notification, order, rule, regulation published /issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.
- 2 (f) The Promoter and the Vendors/Owners shall confirm the final carpet area that has been allotted to the Purchaser after the completion of construction of the Building and after the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter/ the Vendors/Owners. If there is any reduction in the carpet area within the defined limit then Vendors/Owners shall refund the excess money by the Purchaser within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to the Purchaser, the Vendors/Owners shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall



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be made at the same rate per square meter as agreed in Clause 2 (a) (i) of this Agreement.

- 2 (g) In addition to the above, the Purchaser shall also liable to bear and pay such monthly charges, fees, expenses as may be fixed by the Promoter and also the taxes as may be applicable for utilizing such additional facilities, restricted facilities and amenities as provided in the said Building.
- 2 (h) It is specifically agreed that the Promoter has agreed to accept the aforesaid Consideration amount on the specific assurance of the Purchaser that the Purchaser shall:
- make payment of the installments and contribution as mentioned hereinabove, to the Promoter from time to time and regular without any delay or demur for any reason whatsoever, time being of the essence;
 - observe all the covenants, obligations and restrictions stated in this Agreement; and
 - any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a major breach of the terms of this Agreement by the Purchaser.
- 2 (i) It is specifically agreed that the consideration amount is a composite price without there being any apportionment. The Purchaser is aware of the applicability of Tax Deduction at Source (TDS) with respect of the said Flat. Further, the Purchaser is aware that the Purchaser has to deduct the applicable TDS at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per Section 194-IA in the Income Tax Act, 1961. Further, the Purchaser shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.
- 2 (j) The Purchaser hereby agrees and undertakes that he/she/they accord/s his/her/their irrevocable consent that any payment made by the Purchaser to the Vendors/Owners hereunder shall, notwithstanding any communication to the contrary be appropriated in the manner below:
- firstly, towards taxes and other statutory dues in relation to the said Flat and/or this Agreement;
 - Seventhly, towards costs and expenses for enforcement of this Agreement and recovery of the Consideration amount;
 - Seventhly, towards interest on the amounts (including the Consideration amount) payable hereunder;
 - Seventhly, towards the charges and other amounts payable hereunder; and;
 - finally, towards the Consideration amount.
- 2 (k) Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Purchaser, with regard



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to appropriation/application of the payments made hereunder shall be valid or binding upon the Vendors/Owners.

The aforesaid payments shall be made by the Purchaser within 15 (fifteen) days of such notice in writing by the Vendors/Owners to be given as hereinafter mentioned.

- 2 (m) The Purchaser authorizes the Vendors/Owners to adjust/appropriate all payments made by him/her under any head/s of dues against lawful outstanding, if any, in his/her name as the Vendors/Owners may in its sole discretion deem fit and the Purchaser undertakes not to object/ demand/direct the Vendors/Owners to adjust his payments in any manner.
- 2 (n) It is clarified that, as the Promoter is carrying out the Building development and construction and in future the Promoter/the said Owners may develop the said Property by using ancillary FSI, Premium FSI, TDR, DR, balance FSI of the said Property as and when sanctioned. The Promoter/the said Owners may use the stilt/car parking space/s, open spaces, amenity area, utility area etc. to park the construction material or to undertake certain construction related activity/activities thereon and the Purchaser agrees and undertakes not to raise any dispute in this regard at any given point in time for any reasons whatsoever or claim any compensation/damages thereon.
- 2 (o) All payments to be made by the Purchaser under this Agreement shall be made by cheque/demand draft/pay order/RTGS/wire transfer/any other instrument drawn in favor of "MAHESHWAR H PATIL M H HASHA HEIGHTS MCA AC" bearing Account No. 50200076607768 maintained with the **HDFC Bank, VIRAR-(W)** Branch (hereinafter referred to as 'the Designated Account'/ 'the Vendors/Owners Specified Account'). In case of any financing arrangement entered by the Purchaser with any bank or financial institution with respect to the purchase of the said Flat, the Purchaser undertakes to direct such bank or financial institution to ensure that such Bank or financial institution does disburse/pay all such amounts towards the consideration amount as due and payable to the Vendors/Owners on the respective dues date/s through an account payee cheque/demand draft/pay order/wire transfer/RTGS/any other instrument in favour of the Designated Account/Promoter's Specified Account, as the case may be. Any payment made in favour of any other account other than the Designated Account/ Vendors/Owners Specified Account/such other accounts as instructed/specified by the Vendors/Owners shall not be treated as payment towards the said Flat and shall be construed as a breach on the part of the Purchaser.



3) DISCLOSURES AND TITLE:

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3.1 The Purchaser hereby declares and confirms that prior to the execution of this Agreement, the Promoter/Vendors/Owners has made full and complete disclosure of the title to the said Property and the said Building and the Purchaser has taken full, free and complete inspection and disclosure of the title of the said Property and the said Building of the Promoter/Vendors/Owners and the Purchaser has taken full, free and complete inspection and verification of all relevant documents of the said Property and the said Building and has also satisfied himself/herself/themselves of the particulars and disclosures of the following:-

- (i) Nature of the Promoter's right, title and interest to the said Property and the said Building and the development thereof and the encumbrances thereon, if any;
- (ii) The drawings, plans and specifications duly approved and sanctioned by the Sanctioning Authorities in respect of the said Property and the said Building and the plans in respect of the same, if any;
- (iii) Nature, particulars and details of common fixtures, fittings and amenities to be provided in the said Flat are as more particularly mentioned in the Annexure "J" annexed hereto;
- (iv) Nature, particulars and details of common facilities and amenities to be provided in the said Building are as more particularly mentioned in the Annexure "K" annexed hereto;
- (v) All particulars of the designs and materials to be used in the construction of the said Flat and the said Building;
- (vi) The nature of the Society to be constituted of the flats purchasers/ acquirers in the said Building.
- (vii) The transfer of structure of the said Building is to be passed, in favour of the Co-operative Housing Society to be governed by the provisions of the Societies Act;
- (viii) The title in respect of the said Property is to be passed in favour of the Co-operative Housing Society to be constituted and formed as per the Act and to be governed by the provisions of the Societies Act. The title of the said Property shall be given by the said Owners in favour of the Co-operative Housing Society as per the Provisions of the Act within 3 months from the date of receipt of the occupation certificate of the Phase-2 of the said Building;
- (ix) The development of the future FSI by the Promoter/Vendors/Owners or their assignees in respect of further Building/additional floors as and when sanctioned by the Planning Authority in accordance of the UDCPR.
- (x) The Approvals obtained and to be obtained in relation to the said Building and/or the development thereof; and



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The various amounts and deposits that are to be paid by the Purchaser including contribution, stamp duty, registration charges, taxes, GST, society formation charges, municipal water connection charges, electricity meter installation charges for the said Flat, premium, penalties and other outgoings, which shall be in addition to the Consideration amount.

- 3.2 The Purchaser further confirms and warrants that the Purchaser has independently investigated, searched and conducted his/her/their due diligence and has satisfied himself/herself/themselves in respect of the title of the said Property as well as encumbrances, if any, including any right, title, interest or claim of any other party to or in respect of the said Property and the Purchaser waives his/her/their right to raise any queries or objections in that regard. The Purchaser further confirms that the Purchaser was provided with a draft of this Agreement and had sufficient opportunity to read and understand the terms and conditions hereof. The Purchaser further confirms that the queries which were raised by him/her/them with regard to the said Flat, the said Building, the said Property and the terms hereof have been responded to by the Promoter and the Purchaser is fully satisfied with the response. Further, the Purchaser confirms that the Purchaser has been suitably advised by his/her/their legal advisor/s and well-wisher/s and that after fully understanding and accepting the terms hereof, the Purchaser has decided and agreed to enter into this Agreement. The Purchaser has independently investigated and is fully satisfied with the title of the Owner/vendors to the said Property and the said Building and has accepted the title of the Owner/vendors and hereby agrees and undertakes not to raise any requisitions on or objections to the same, any time hereafter.
- 3.3 It is expressly agreed that the right of the Purchaser under this Agreement or otherwise shall always be only restricted to the said Flat agreed to be sold and such right will accrue to the Purchaser only on the Purchaser making full payment to the Owner/vendors of the consideration amount and all the amounts, strictly in accordance with this Agreement and only on the Purchaser performing and complying with other terms, conditions, covenants, obligations, undertakings, etc. hereof. Likewise, the Promoter is only concerned with and entitled to the said Building out of the said Property. The remaining premises, benefits, rights, areas the Balance FSI, Premium FSI, Ancillary FSI, etc. in the said Property shall be the sole property of the said Owners/the Promoter and they shall be entitled to develop the balance FSI of the said Property without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever and shall be solely entitled to deal with such premises, benefits, rights, areas in the said Property.



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4) **PLANS, PROJECT & DEVELOPMENT :**

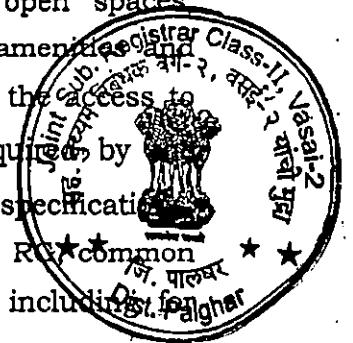
4.1 The Promoter has started to construct the said Building known as "Mrida Homes Hasha Heights" on the said Property in accordance with the sanctioned plans, drawings, designs and specifications currently approved/to be approved time to time by the VVCMC/Sanctioning Authorities and the sanctions and permissions obtained from the Planning Authority in accordance of the UDCPR. The Phase-1 is consisting of residential Building having Stilt + 5 (five) upper floors, having 1993.35 square meters Built up area sanctioned by the VVCMC. The Phase-2 is consisting of the balance FSI admeasuring 6337-32 square meters Built up area out of the said Property obtained under the Revised Development Permission.

4.2 It is clarified that the layout, scheme of development of the said Property, location and dimension of parking spaces, utility area, plans and specification of the Building are tentative and subject to change. The Promoter has informed the Purchaser that the said Property may be developed in Phases by the Promoter. The Promoter may modify the Building plans and construct further Additional floors by using the full development potential of the said Property/the FSI, Premium FSI, ancillary FSI, any other FSI, TDR, DR in accordance with the provisions of the UDCPR, Government policy, the Act, the Rules and as agreed in this Agreement. The Purchaser confirms that in accordance with the provisions of the UDCPR, Government policy, the Act, the Rules and as agreed in this Agreement the Promoter shall be entitled to amend, modify, vary, alter, increase, decrease (as the case may be), the Building and layout plans and specifications of the said Building, the said Property, floor plans and/or the dimension or location of the parking spaces, utility area relocating/realignment of the water, power, sewage and other services and utility connections and lines, overhead/ underground tanks, pumps, open spaces garden spaces and all or any other common areas, amenities and facilities and/or varying and changing the location of the access to the said Building/the said Property as may be required by Promoter towards product improvement, design, specification services, facilities, amenities, facade, elevation, layout, RCC common areas, infrastructure, features of the said Property including loading the full development potential and also subject to UDCPR and the Government policy and optimum use of the said Property and/or as may be required by the Sanctioning Authorities.

4.3 The Promoter has informed to the Purchaser and the Purchaser hereby confirms and acknowledges that the said Property and the said Building is being developed by the Promoter and if the balance land area/ balance FSI, Premium FSI, ancillary FSI, TDR, DR may be

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available in future that will be consumed and developed by the Owners as further phases at their absolute discretion, subject to sanctions and permission from the Planning Authority. The Purchaser further acknowledges and confirms that the Promoter and/or the said

Owners may, at any time, revise/modify the sanctioned plan of the said Property, except for the said Flat, in such manner as the Promoter and/or the said Owners may deem fit, in their sole discretion. However, the same is subject to the sanction of the competent authorities.

4.4. The Promoter hereby declares that presently the aggregate Floor Space Index available in respect of the said Building is 8330-67 square meters and that no part of the said FSI has been utilized by the Promoter or the said Owners elsewhere for any purpose whatsoever. The Promoter hereby declares that the aggregate FSI approved as on date in respect of the said Building is 8330-67 square meters Built up only and the Promoter shall utilized 8330-67 square meters Built up area for the said Building. It is agreed by the Purchaser that the said Owners shall be entitled to generate and utilize the FSI by availing of Premium FSI, ancillary FSI, TDR, DR or any other FSI available on payment or FSI available as incentive FSI by implementing various scheme as mentioned in the UDCPR or based on expectation of increased FSI which may be available in future under the UDCPR applicable to the said Property. The Promoter has disclosed the aggregate Floor Space Index of 8330-67 square meters Built up, which is to be utilized for the said Building and the Purchaser knows that the construction will be carried out by the Promoter by utilizing the aggregate FSI of 8330-67 square meters Built up and on the clear cut understanding that the future FSI, Premium FSI, ancillary FSI, DR, TDR shall always belong to the Promoter and/or the said Owners only.

4.5 The Purchaser further acknowledges that, at their sole discretion (i) the Promoter/the Owners shall also be entitled to freely deal with additional Floors on the said Building (subject to grant of the Premium FSI, ancillary FSI, FSI/DR/TDR and permissions and sanction in that respect) including by way of sale or transfer to any entity as the Promoter/the Owners may deem fit and (ii) the Promoter/the Owners may also sell/transfer the same to any person as it deem fit, in accordance with the existing and applicable laws.

The Purchaser has entered into this Agreement knowing fully construction of the Phase-1 and the Phase-2 to be carried out by the Promoter on the said Property and future Phases and the Scheme of development to be carried out by the Owners in respect of the said Property.



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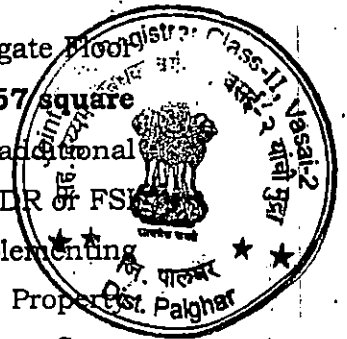
4.6 The unutilized/residual FSI, Premium FSI, ancillary FSI (including future FSI incremental or enhancement or otherwise) in respect of the said Property shall always be available to and shall always be for the benefit of the Owners. The Owners shall have right to deal or use the Premium FSI, ancillary FSI, FSI, DR and/or TDR as it may deem fit, without any objection or interference from the Purchaser and the Society. In the event of any additional FSI, Premium FSI, ancillary FSI in respect of the said Property or any part thereof being increased as a result of the UDCPR/any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at any time, hereafter, the Owners shall be entitled to use and consume the same and to avail benefit of all such additional FSI for the purpose of the development and/or construction of structures on the said Property as may be permissible under applicable laws.

5) **COMPLIANCES OF SANCTIONS AND PERMISSIONS:**

5.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Planning Authority, the VVCMC and/or the concerned local authority at the time of sanctioning the plans or thereafter and shall hand over possession of the said Flat to the Purchaser, on receiving the occupancy certificate from the concerned local authority in respect of the said Flat/the said Building.

5.2 Time is essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the said Building and handing over the said Flat to the Purchaser and the common areas to the association of the flats purchasers after receiving the occupancy certificate, as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues ("Payment Plan") and other payments payable by him/her and meeting the other obligations contemplated under the Agreement.

6) **THE BUILDING FSI:** The Promoter hereby declares that the aggregate Floor Space Index in respect of the said Building is admeasuring **8330-67 square meters Built up** only. The said Owners/the Promoter may obtain additional Floor Space Index by availing of Premium FSI, ancillary FSI, TDR, DR or FSI available on payment or FSI available as incentive FSI by implementing various scheme as mentioned in the UDCPR I respect of the said Property. The Promoter has disclosed to the Purchaser the aggregate Floor Space Index, which is to be utilized by him on the said Property and the Purchaser has agreed to purchase the said Flat based on the construction of the said Building. It is further declared by the Promoter that the Owners shall entitle to utilize the Premium FSI, ancillary FSI, balance FSI in respect of the said Property as per the UDCPR and the same shall belong to the Owners.

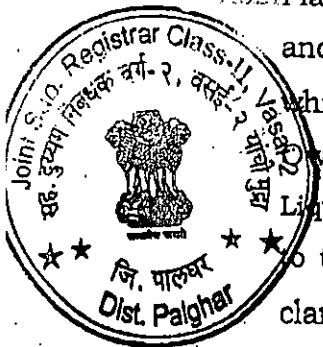


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PAYMENT CONDITIONS:

- 7.1 If the Promoter in spite of the receipt of the full and final payment and all other payment mentioned in this Agreement, fails to abide by the time schedule for completing the said Building and handing over the said Flat to the Purchaser, the Promoter agrees to pay to the Purchaser, who does not intend to withdraw from the said Building/the said Flat, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession.
- 7.2 The Purchaser agrees to pay to the Owner/vendors interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser to the Owner/vendors under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Owner/vendors.
- 7.3 Without prejudice to the right of the Owner/vendors to charge interest in terms of sub clause 7.2 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Owner/vendors under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Owner/vendors shall at his own option, may terminate this Agreement. Provided that, the Owner/vendors shall give notice of **fifteen days** in writing to the Purchaser, by Registered Post A.D. at the address provided by the Purchaser and mail at the e-mail address in case provided in this Agreement by the Purchaser, 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 Purchaser fails to rectify the breach or breaches mentioned by the Owner/vendors within the period of notice then at the end of such notice period, the Owner/vendors shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, **5% (five percent)** amount of the total Consideration amount will stand ipso facto forfeited without any reference or recourse to the Purchaser towards Liquidated Damages and the Owner/vendors shall refund to the Purchaser the remaining amount actually received from the Purchaser towards price of the said Flat (excluding payment towards taxes, stamp duty, registration charges and other charges of any nature whatsoever paid to the Government) which may till then have been paid by the Purchaser to the Owner/vendors after deducting and retaining the amount of the Liquidated Damages, but the Owner/vendors shall not be liable to pay to the Purchaser any interest on the amount so refunded. It is hereby clarified that this Agreement shall be deemed to be terminated upon

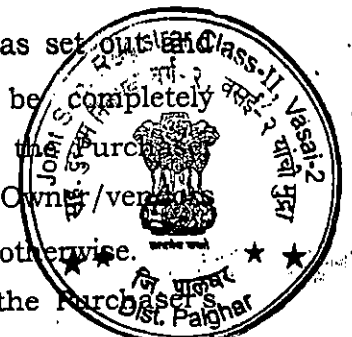


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expiry of the termination notice of 15 (fifteen) days. It is hereby clarified that such balance amount after deducting the Liquidated Damages shall be refunded by the Owner/vendors to the Purchaser within 30 (thirty) days from the date of termination of this Agreement, provided simultaneously on payment after deducting the amount of the Liquidated Damages, the Purchaser shall execute registered cancellation deed in respect of the said Flat. The Purchaser confirms and warrants that the Liquidated Damages is a genuine pre-estimate of the loss or damage that is likely to be suffered by the Owner/vendors on account of breach of the terms of this Agreement by the Purchaser. The Liquidated Damages is also arrived at having regard inter alia to the cost of construction, the cost of funds raised by the Owner/vendors, the ability or inability of the Owner/vendors to resell the said Flat, among others. The Purchaser waives his/her/their right to raise any objection to the payment or determination of the Liquidated Damages in the manner and under the circumstances set out herein. It is hereby agreed between the Parties hereto that receipt of the aforementioned refund amount under this Clause as the case may be, by way of cheque will be considered as the payment made by the Owner/vendors towards such refund and the liability of the Owner/vendors in terms of the said refund shall come to an end forthwith. On termination and cancellation of this Agreement, the Purchaser shall have no right, title, interest, claim, demand or, except for the refund of the aforesaid amounts (subject to deductions as aforesaid including the Liquidated Damages) dispute of any nature whatsoever either against the Promoter or against the said Flat or under this Agreement and for that the Owner/vendors is hereby irrevocably authorized to comply with all the formalities for execution and registration of the Deed of Cancellation and the Purchaser shall not cooperate to the Owner/vendors and the Purchaser shall not raise any objection or dispute in that regard. The Purchaser acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

- 7.3 It is clarified that upon termination of this Agreement as set out and mentioned herein above, the Owner/vendors shall be completely discharged of its obligation under this Agreement and the Purchaser shall not be entitled to make any claim against the Owner/vendors whether by way of any losses, damages, compensation or otherwise.
- 7.4 Time is the essence of this contract, with respect to the Purchaser's obligations to pay all such amounts as mentioned in this Agreement and also to perform or observe all the other obligations of the Purchaser under this Agreement.
- 7.5 The Purchaser is aware that the Purchaser has to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Owner/vendors, whichever is



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the original TDS certificate within the prescribed time.		

8) **DISCRIPTION OF FITTINGS AND FIXTURES:** The fixtures and fittings with regard to the flooring and sanitary fittings with particular brand, or price range (if unbranded) to be provided by the Promoter in the said Flat as are set out in annexures hereto.

9) **DELIVERY OF POSSESSION OF THE SAID FLAT BY THE PROMOTER /THE OWNER:** On receipt of the Occupation Certificate and also the full and final Consideration amount and the other dues payable by the Purchaser contemplated in this Agreement and subject to compliances on part of the Purchaser, the Promoter shall give/hand over possession of the said Flat to the Purchaser on or before **31ST day of DEC 2026**. Subject to written confirmation from the Owner regarding the full and final payment of the consideration amount to the Owner. If the Promoter fails or neglects to give possession of the said Flat to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchaser the amounts already received by Owner in respect of the said Flat with interest at the same rate as may mentioned in the clause 7.1 herein above from the date the Owner received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the said Flat on the aforesaid date, if the completion of the Building in which the said Flat is to be situated is delayed on account of - (i) war, civil commotion or act of God, force majeure, (ii) any notice, order, stay, rule, notification of the Government and/or other public or competent authority/court/RERA authority, (iii) any prohibitory or injunction order from any Court of Law, (v) pendency of any litigation and any order therein, (vi) delay or default in payment of any installment or dues by the Purchaser, (vii) delay for grant of completion certificate, occupation certificate or any other sanction and permissions by the Planning Authority necessary Completion Certificate or Occupation Certificate, (viii) any pandemic situation, lockdown, scarcity of labours, (ix) due to any order issued by Civil Court or any other Court of Competent Jurisdiction, (x) any other circumstances beyond the control of the Promoter or force majeure, (xi) extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of the said Building could not be carried by the promoter as per sanctioned plan due to specific stay or injunction orders relating to the said Building/the said Property from any Court of law, or Tribunal, competent authority, statutory/competent authority, high court committee etc. or due to such circumstances as may be decided by the Authority, or any other reason beyond the control or unforeseen by the



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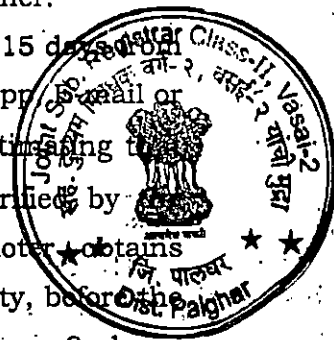
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Promoter or its agents or not directly attributable to any ~~act~~ or omission on part of the Promoter, which may prevent, restrict, interrupt or interfere with or delay the construction of the said Building including the said Flat.

10) PROCEDURE FOR TAKING POSSESSION -

10.1 The Owner, upon receipt of the full and final Consideration amount from the Purchaser and other dues and payable amounts mentioned in this Agreement duly paid by the Purchaser, shall give intimation to the Purchaser and thereby offer in writing the possession of the said Flat, to the Purchaser in terms of this Agreement to be taken within 15 (fifteen) days from the date of receipt of the consideration amount and on compliance thereof the Promoter shall give possession of the said Flat to the Purchaser. The Purchaser agrees and undertakes to indemnify the Owner in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Purchaser. The Purchaser agrees to pay the maintenance charges and other amounts as determined by the Promoter or association of flats purchasers, as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser in writing within 15 days of receiving the full and final Consideration amount and other due and payable amounts mentioned in this Agreement from the Purchaser. It is agreed that in case the intimation or offer is given to the Purchaser, by WhatsApp, E-mail message or any other mode, then the Purchaser shall waive such intimation in writing or offer in writing to be issued by the Owner in respect of the possession of the said Flat, then in that event there shall no requirement or precondition to issue intimation in writing or offer in writing for taking possession of the said Flat. The Purchaser shall be presumed to have knowledge or intimation of the grant of the occupancy certificate and intimation of offer for taking possession from such date the Purchaser receives message through WhatsApp, E-mail or any other mode or intimation in writing from the Promoter and the Owner.

10.2 The Purchaser shall take possession of the said Flat within 15 days of the receipt of the written notice or message through WhatsApp or any other mode sent by the Promoter to the Purchaser intimating that the said Flat is ready for use and occupancy. It is clarified by Promoter and the Purchaser that in case the Promoter obtains Occupation Certificate from the VVCMC/competent authority, before the specified date of delivery of possession as mentioned in clause 9 above, then in that event the Owner shall intimate to the Purchaser regarding receipt of the Occupation Certificate and offer to the Purchaser the possession of the said Flat. In that circumstance the Purchaser shall pay the total balance consideration amount and other payments mentioned in this Agreement to the Owner within 15 days from the date of receipt of



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such intimation from the Owner and only on full and final payment of consideration of the said Flat and other payments mentioned in this Agreement made to the Owner, the Purchaser shall entitle to obtain possession of the said Flat from the Owner. The Promoter may send such messages to the Purchaser through WhatsApp, E-mail or any other mode for taking possession of the said Flat. The Purchaser agrees to pay the maintenance charges as determined by the Promoter of the said flat on completion 15 days from the date of such offer or intimation.

10.3 Failure of the Purchaser to take Possession of the said Flat: Upon receiving a written intimation or message through WhatsApp, E-mail or any other mode from the Promoter as per clause 10.1, the Purchaser shall take possession of the said Flat from the Owner by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Owner shall give possession of the said Flat to the Purchaser in accordance of the terms and conditions of this Agreement. In case the Purchaser fails to take possession within the time provided in clause 10.1, the Purchaser shall continue to be liable to pay maintenance charges and other charges as applicable to the said Building to the Promoter.

10.4 Due to result of any legislative order or regulation or direction or the non-receipt of any relevant Approvals from the Government or public authorities or for a reason beyond the control of the Promoter or its agent, the Promoter is unable to provide the said Flat for fit-outs or complete the said Building and/or give possession of the said Flat to the Purchaser in the time as mentioned in **Clause 9** above or on such extended period, the Promoter and the Owner may by notice in writing terminate this Agreement and the only responsibility and liability of the Promoter and the Owner in such an event will be to pay back to the Purchaser such consideration amount as may have been paid by the Purchaser towards the sale consideration amount (excluding the amount of taxes, fees, stamp duty, registration charges and other charges paid to the Government) with such interest thereon at the rate may be prescribed under the Act from the date the Owner receives such amounts till the date the amounts and the interest thereon is repaid. It is hereby clarified that such balance sale consideration amount after deducting taxes shall be refunded by the Owner to the Purchaser within a period of 30 days from the date of termination of this Agreement. The Purchaser further agrees that the Owner shall refund the balance amounts either by way of (i) personal hand delivery of cheque/s to the Purchaser or (ii) courier of cheque/s to the Purchaser at the address mentioned in this Agreement or Allotment Letter/application form, or (iii) through any other means as the Promoter may deem fit. The Owner may at its sole discretion also make refund of the Balance sale consideration amount through RTGS to the Purchaser as per account details for refund as

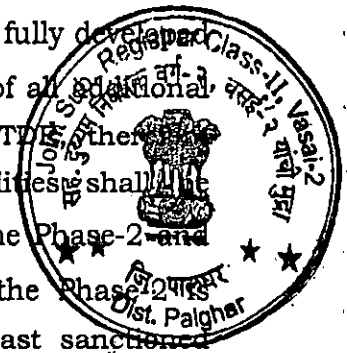


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mentioned in the Application form or Agreement signed by the Purchaser. In case of the Purchaser who have availed home loan and mortgaged the said Flat to any Bank/Financial Institution, such refund to the Purchaser shall be processed post intimation to any Bank/Financial Institution and release of amounts to such Bank/Financial Institution as per agreements, documents, papers etc. signed between the Purchaser and such Bank/Financial Institution and the Purchaser. In the event the Purchaser is untraceable and/or unreachable and/or does not accept refund amount, the Owner shall place the balance refundable amount in an interest free escrow account of the Bank. The date of such personal handover or courier of cheque or transfer to the interest free account would be deemed to be the date on which the Owner has refunded the balance consideration amount and the Owner's liability shall end on such date. Such refund of the balance consideration amount shall be made to and in the name of the first Applicant (in case the Purchaser has procured a loan from a Bank/financial institution), as the case may be. This shall be full and final discharge of all obligations on the part of the Owner and the Purchaser shall not raise any objection or claim on the Owner in this regard.

- 10.5 The Promoter is developing the said Building with rights under the said Development Agreement. The Promoter has decided and declared that the said Building will complete under the Phase-1 and the Phase-2 as disclosed to the RERA Authority. The Promoter declares that the Promoter has obtained only partial development right of the said Property and the Owners may entitle to develop and construct Building on grant of revised Permissions in respect of the said Property. The Promoter declares that the rights of the Owners in respect of remaining development potential of the said Property shall not be curtailed or obstructed on the ground that the Promoter did not disclose it to the Purchaser. In case of sanction and grant of such additional FSI, Premium FSI, ancillary FSI, etc. the Owners shall entitle to develop and sale the same. The said Property is a Lay-Out and will be fully developed and completed after full development and consumption of all additional FSI, Premium FSI, ancillary FSI, any other FSI, DR/TDR. The availability of few common amenities, services, facilities shall be dependent on the construction of all the Phase-1 and the Phase-2 and such amenities, services, facilities may get ready till the Phase-2 completed or/and at the end of the development of last sanctioned additional floors/Building in the said Property. It is agreed by the Purchaser that few amenities, facilities and infrastructures may not be ready and fully available at the date of offer of possession of the said Flat and the same may be completed upon construction of the Phase-2 and/or development of the said Property. The Purchaser has confirmed



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that he/she/they are aware of the same and the Purchaser shall not raise any objection or make any claim/compensation from the Promoter on account of such inconvenience and/or non-availability of any amenities, services, facilities, if any, due to such developmental/construction activities or incidental/related activities. Further, non-availability and/or partial availability of the all amenities, common facilities and infrastructures in the said Building shall not be a reason for non-payment or default in payment of the charges and outgoings as mentioned in this Agreement.

- 10.6 After the possession of the said Flat, the Purchaser shall permit and shall deemed to have granted a license to the Promoter and the owner and its surveyors and agents with or without workmen and others, including any work maintenance Agency at all reasonable times to enter into and upon the said Flat or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs in this behalf and also for repairing of any part of the said Building. This shall be also for the purpose of repairing, maintaining, rebuilding, cleaning, structural strengthening, lighting and keeping in order all services, drains, pipes, cables, water courses, gutters, wires, parts, structures of other convenience in the said Building and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes. In case of exigency situations like fire, short circuits, leakages on the floor above or below etc. the Purchaser authorizes the Promoter and/or its agents to break open the doors/windows of the said Flat and enter into the said Flat to prevent any further damage to the said Flat, other flats and the said Building. In such a case, the Promoter and the Owner and/or his agents shall not be liable for any theft or loss or inconvenience caused to the Purchaser on account of entry to the said Flat as aforesaid.

- 11) **NATURE OF USE:** The Purchaser shall use the said Flat or any part thereof or permit the same to be used only for purpose allowed by the Sanctioning Authority. The Purchaser shall use the said Flat only for residence use. The Purchaser shall use the parking space only for Purpose of keeping or parking vehicle owned by the Purchaser. The Purchaser shall not use or allowed to be used the said Flat or any part thereof in any manner that may cause nuisance or annoyance to occupants or other flat owners. The Purchaser hereby indemnifies the Promoters against any action, damages or loss caused on account of any misuse of the said Flat or any part thereof or parking area and the action, damages or loss caused on account of any misuse shall be at risk and responsibility of the Purchaser and any consequences arising therefrom shall be borne by the Purchaser alone. After handing over possession of the said Flat, in case the Purchaser intends to



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install or fix any device and furniture such as instruments, fixtures, electronic items, etc. to any wall, column, ceiling, floor of the said Flat or the Building, then the Purchaser shall take written permission from the Promoter for installation or fixation of such devices. In case the Purchaser fixes or installs any such devices or furniture without permission of the Promoter and in consequence thereof any damage or defect is caused to the structure of the said Flat or the Building then the Purchaser shall be liable and responsible to repair and cure such damage, unauthorized work and defect in the said Flat/the said Building and the Purchaser shall indemnify and agrees to keep always saved, harmless and indemnified, the Promoter (i) from and against all actions, proceedings, claims, demands, costs, charges, loss and expenses whatsoever, which may be made against the Promoter or which the Promoter may suffer or incur as a result of any unauthorized changes or alteration in or causing any damage, defect in or to the said Flat and/or the Building; and (ii) for all costs and expenses incurred by the Promoter for instituting any legal proceedings for recovery of such costs and charges and expenses incurred by it for rectification and restoration to the said Flat and/or the Building. In case the Purchaser fixes or installs any such devices or furniture without permission of the Promoter and in consequence thereof any damage or defect is caused to the structure of the Building then the defect liability of the Promoter shall fully shift upon the Purchaser in respect of the damage to Building or any part of the Building and the Purchaser alone shall be responsible and liable to cure and remove such defects caused in the Building by the Purchaser. In case the Purchaser fixes or installs any such devices or furniture without permission of the Promoter and in consequence thereof any damage or defect is caused only to inside/outside of the said Flat, then in that event defect liability of the Promoter shall come to an end and the Purchaser alone shall be responsible and liable to cure and remove such defects caused by acts of the Purchaser. The Purchaser agrees that the Purchaser shall indemnify and agrees to keep always saved, harmless and indemnified, the Promoter in this regard.

12) **FORMATION OF SOCIETY/ASSOCIATION:**

12.1 "Society" means the Society/Association of flats purchasers of the Building that may be formed by the Promoter and the Owner of the Building in accordance with the provisions of the Society Act as applicable, in respect of the said Building known as "Mrida Homes Hasha Heights", to be constructed and proposed to be constructed on the said Property and in accordance with the provisions of this Agreement.

12.2 As per the Rule 9 (1) (i) of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) rules, 2017, the Promoter shall submit an application for formation of society of the said Building, to the Registrar of Registration of the Co-



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20 on which fifty one percent of the total number of flats purchasers in the said Building booked their flats.

12.3 The Promoter shall, within three months of from the date of registration of the Co-Operative Housing Society of the said Building and further subject to receipt of full and final consideration amounts from all flats purchasers of the said Building, cause to be transferred to the Society all the right, title and the interest of the structure of the said Building of the Promoter/the said Owners in which the said Flat is situated. The Purchaser agrees that the Owners shall always entitle to consume full development potential in respect of the said Property and entitle to construct and sale the flats of the additional Building/s to be proposed by the Owners, irrespective of the conveyance of structure of the said Building given to the Co-Operative Society. The Purchaser agrees that the rights of the Owners to construct additional Building/s on the said Property shall be always saved by the Co-Operative Society of the Purchaser and the Owners shall not be deprived from making construction of additional Building/s proposed in the said Property, due to execution of the transfer of the structure of the said Building in favour of the Society.

12.4 The Purchaser along with other flats purchasers of the said Building shall join in forming and registering the Society or Association to be known by "**Mrida Homes Hasha Heights Co-Op. Housing Society**" or any such similar name as the Promoter may decide and for this purpose also from time to time sign and execute the application, letters, memorandum, affidavits for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the common Society of the Purchaser. No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum, as may be required by the Registrar of Co-operative Societies, as the case may be, or any other Competent Authority. The Purchaser agrees, declares, represents and undertakes that after formation of the Society, the Purchaser and the Society within seven days from date of application of membership from new flat buyer of the said Building shall admit and confer membership of the Society on payment of membership fees and entrance fees from such buyer of Flat in the said Building. The Purchaser agrees, declares, represents and undertakes that after formation of the Society, within seven days

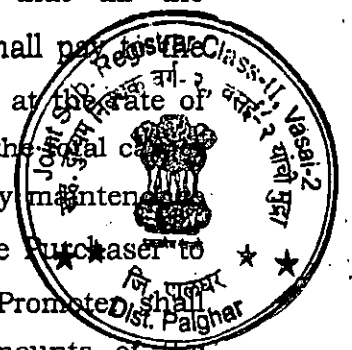


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from date of receipt of application of flat buyer/s for membership of the Society, the Purchaser and the Society shall admit and confer membership to such flat buyer/s of the said Building after receiving such membership fees and entrance fees. The Purchaser agrees, declares, represents and undertakes that the Purchaser and the Society shall not demand and ask any additional amount or transfer fees (except nominal membership fees/entrance fees and share money) from such flat buyers of the said Building.

- 12.5 The Promoter shall request to the said Owners to execute deed of Conveyance of the said Property, within three months of from the date of Occupation Certificate issued from the Planning Authority in respect of the said Building. It is agreed between the Parties that on obtaining occupation /completion certificate of the said Building and on receipt of the full and final consideration amounts from all flats purchasers of the Phase-1 and the Phase-2, the Promoter shall transfer and vest the title by executing the Deed of Conveyance in respect of the said Property in favour of the Co-Operative Society along-with the said Owners.
- 12.6 Within 15 days after notice in writing is given by the Owner to the Purchaser that the said Flat is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Flat) of outgoings in respect of the said Building, the said Property namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Building/the said Property. Until the Society is formed and the structure of the Building is transferred to it, the Purchaser shall regularly pay to the Promoter such proportionate share of monthly outgoings as may be determined by the Promoter. The Purchaser further agrees that till the Purchaser's share is so determined, the Purchaser shall pay to the Promoter provisional monthly contribution calculated at the rate of **Rs.6/- (Rupees Six only)** per square feet multiply to the carpet area of the said Flat per month, towards the monthly maintenance expenses and outgoings. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and the Promoter shall entitle to make necessary expenses out of the amounts of the contribution received from flat buyers. It is agreed that if the balance amounts is there in the hands of the Promoter after deducting all expenses, the same shall remain with the Promoter until the transfer of the structure of the Building, which is to be executed in favour of the society as aforesaid. On such transfer of the structure being



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executed in favour of the society, the balance remained from aforesaid deposits (after deduction of expenses carried out) shall be paid over to the Promoter to the Society, as the case may be.		

12.7 Further, the Purchaser agrees that the Promoter shall have exclusive control and management in respect of all stilt/covered parking areas of the said Building and the Promoter shall have exclusive right and authority to give and allot stilt, covered, open parking areas of the Building as per the discretion of the Promoter. The Purchaser agrees that the Purchaser shall not take any objection in that regard to the Promoter or such flat transferees whom stilt, covered, open parking areas given, allotted and assigned.

12.8 Further, the Purchaser and the other flats purchasers of the said Building shall enter into, sign and execute such documents/writings, as may be required, containing covenant/s for payment of the expenses relating to the common areas, amenities and facilities which are situated on the said Building/the said Property.

12.9 It is agreed that in the event that the Society of the said Building is being formed but there is/are flats or any other premises in the said Building that are not sold by the Promoter, the Promoter and the transferee of unsold flats shall not be liable to pay maintenance charges, transfer charges/fees or any other charges/expenses of any nature whatsoever for the unsold flats or premises to the Society, till such time that the sale of such unsold flats or premises occurs.

12.10 The Purchaser and the Society as and when formed shall not claim any right title and interest over the premium FSI, ancillary FSI, future FSI, DR, TDR or additional construction of any future FSI, DR or TDR and only the Promoter or the Owners shall entitle to appropriate the entire sale proceeds thereof and the obligation of the Society to admit such flat purchasers comprised in the said Building, as its member without charging any additional amount towards arrears of maintenance charges, transfer charges/fees or any other charges/expenses of any nature whatsoever (save and except membership fees/entrance fees and share money) for the unsold flats or premises to the Society;

12.11 It is agreed that the right of the said Owners and the Promoter to have full and complete access on road the said Property for the construction of the future Phases if any, in the said Property;

12.12 It is agreed that the Promoter have exclusive right to allot and give on exclusive basis certain areas/parking areas in the said Building to any flat buyer to the exclusion of others including the Purchaser;

It is agreed that the obligation of the Purchaser/the Society to pay the share of taxes in respect of all tax assessments, dues, cesses and outgoings, in respect of said Building/the said Property and/or any portion thereof;



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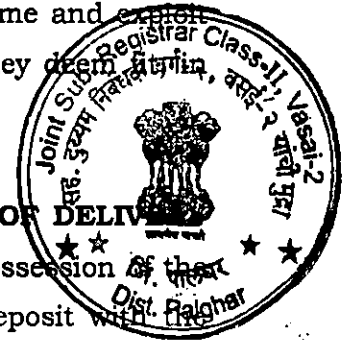
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12.14 It is agreed that till the receipt of the Occupation certificate of the Phase-2, the Purchaser and/or the Society shall not be entitled to the existing FSI, premium FSI, ancillary FSI, future FSI (whether by change of law or otherwise) and/or TDR to arise in any manner whatsoever and the same shall always stand vested in the Promoter/the Owners. The Promoter/the Owners shall always be entitled to utilize and exploit the same on the said Property and/or otherwise in such manner as it may deem fit and the Purchaser and the Society shall not take/have any objection in this regard;

12.15 The Purchaser shall observe and perform all the rules and regulations and bye-laws of the Society on its formation and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the said Building and/or the said Property and the premises therein and for the performance and observance of building rules, regulations and bye-laws for the time being of the concerned local authority, Government or public bodies. The Purchaser shall also observe and perform all the terms and stipulations to be laid down by the Society regarding occupation and use of the said Flat and shall pay outgoings in accordance with the terms of this Agreement.

12.16 It is clarified that till the receipt of the Occupation certificate of the Phase-2, the Society shall not deal with any matters relating to the development of the said Property or any part thereof or the transfer or the sale or utilization of premium FSI, ancillary FSI, any permissible FSI, DR, TDR in accordance with the scheme of development. The Society shall strictly function within the frame work of its constitution as framed by the Promoter. All the development potential of the said Property including in the form of the premium FSI, ancillary FSI, existing and future FSI/DR and/or arising in any manner whatsoever, shall always stand vested in the Promoter/the Owners. The Owners shall always be entitled to utilize, consume and exploit the same on the said Property in such manner as they deem fit in accordance with the provisions of the Act.

- 13) **LIABILITY OF THE PURCHASER TO PAY AT THE TIME OF DELIVERY OF POSSESSION:** The Purchaser, on or before delivery of possession of the said Flat in addition to the Consideration amount, shall deposit with the Promoter, such amounts (i) towards share money, entrance fee of the Society/ Association; (ii) towards formation and registration of the Society, (iii) towards Ad-hoc maintenance charges, (iv) towards provisional maintenance deposit, (v) towards provisional amount of the charges/expenses for procuring, installing and using electricity, water, drainage, sewerage connections etc., (vi) towards development charges, etc. The above-mentioned amounts are subject to service tax/GST and the



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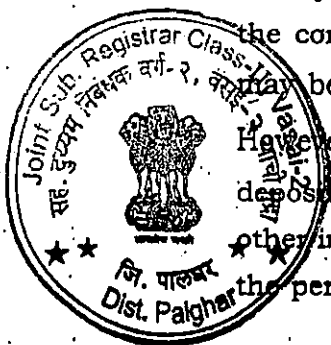
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Purchaser agrees and undertakes to pay all the above amounts/charges along-with Service Tax/GST thereupon as and when demanded by the Promoter. The said amounts are as per the prevailing rates/ charges in effect which is always subject to change and the Purchaser is given understanding to that effect and the Purchaser is aware of the same, as such if the Promoter effects any change in such charges or amount in future, the Purchaser shall be bound by the same and he/she/they shall pay the same without fail. The Purchaser further agrees to pay his contribution towards expenses of stamp duty and registration charges in respect of transfer of the said Building.

- 14) **PAYMENT TOWARDS CERTAIN CHARGES:** The Purchaser shall pay to the Promoter an additional sum of Rs.10,000/- (Rupees Ten Thousand only) for meeting all legal costs, charges and expenses, including professional costs for preparing and registration charges of this Agreement.
- 15) **LIABILITY OF THE PURCHASER TO PAY EXPENSES TOWARDS DEED OF TRANSFER OF THE BUILDING STRUCTURE:** The Promoter, within three months from the receipt of the occupation certificate of the construction of the said Building or on receipt of the full and final consideration amounts by the Promoter from the total number of fifty one percent flats purchasers of the said Building, whichever is earlier, the Promoter shall execute a transfer deed of the structure of the said Building to the society as may be formed. However, in case the Purchaser fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded by the Promoter within the period mentioned in the demand letter, the Purchaser authorizes to the Promoter to withhold registration of the transfer deed of the structure of the said Building in favour of the Society till full and final settlement of all dues and payment of stamp duty and registration charges made to the Promoter by the Purchaser and all flat buyers.
- 16) **LIABILITY OF THE PURCHASER TO PAY EXPENSES TOWARDS DEED OF TRANSFER OF THE SAID PROPERTY OF THE PROJECT :** The Promoter agrees that within three months from the receipt of the Occupation Certificate of the said Building (if permission granted by the VVCMC) of the said Property, the Promoter shall request to the said Owners to execute a conveyance deed of the said Property with proportionate indivisible share in the common areas, amenities and facilities to the Co-Operative Society as may be formed all the right, along-with title and interest of the Promoter. However, in case the Purchaser and other members of the Society fails to deposit the payment towards the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded by the Promoter within the period mentioned in the demand letter, the Purchaser authorizes to the



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Promoter, to withhold registration of the conveyance deed of the said Property in favour of the Co-Operative Society till full and final settlement of all dues and stamp duty and registration charges to the Promoter and/or the Owners is made by the Purchaser and the Co-Operative Society.

17) **RIGHTS OF THE PROMOTER AND THE OWNER:**

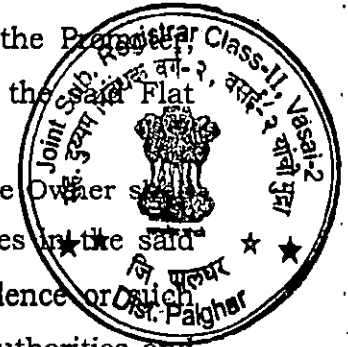
17.1 It is expressly agreed that the right of the Purchaser under this Agreement is only restricted to the said Flat agreed to be sold by the Owner to the Purchaser and all other unsold flats, premises, structure of the Building constructed by the Owner shall be the sole and exclusive property of the Owner and the Owner shall be entitled to sell or deal with the same without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever.

17.2 Subject to the provisions of the Act, the Owner shall be at liberty and be entitled to amend and revise the lay-out plan of the said Property, the Building plans, other Approvals.

17.3 The Purchaser hereby grants his/her/their irrevocable authority, permission and consent to the Promoter and the Owner that the Promoter and the Owner shall have the sole and absolute right and authority and shall be entitled to deal with, sell and/or allot or otherwise dispose off the unsold flats of the said Building and to permit the same to be utilized by anyone for any purpose. The Promoter shall have the sole and absolute right and authority and shall be entitled to deal with and/or allot the stilt/covered car parking spaces forming part of the said Building and to permit the same to be utilized by such Allottee. The Promoter and the Owner shall have the absolute right to deal with and dispose off the unsold flats and allot the stilt/covered car parking spaces forming part of the said Building or appurtenant thereto including for any purpose and shall be entitled to obtain change of user thereof from the Sanctioning/Planning Authority, at the discretion of the Registrar Class-II, Vesai-2 subject to the same shall not cause change or alter the said Flat agreed to be purchased by the Purchaser.

17.4 It is hereby expressly agreed that the Promoter and the Owner shall always be entitled to sell the unsold flats and premises in the said Building for the purpose of using the same for residence or other other user as may be permitted by the Sanctioning Authorities and the purchasers thereof shall be entitled to use such premises purchased by them accordingly and similarly the Purchaser shall not object to the use of the flats for such approved purposes by the respective purchasers thereof.

17.5 It is specifically declared, disclosed and represented to the Purchaser by the Promoter that for the VVCMC, the Government has approved



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the UDCPR and due to the said UDCPR, the FSI of the said Property is increased. In case after the execution of this Agreement, if any further FSI is increased and any FSI is permitted to be utilized on the said Property in view of the UDCPR, the same shall be utilized and consumed for the benefit of the Owners alone. In case, the FSI in respect of the said Property is increased by the Sanctioning Authorities due to the UDCPR by the Government and/or additional construction is possible on the said Property on account of the said UDCPR or otherwise and/or if the Sanctioning Authorities permit the construction of additional Building/s, then in such event, subject to the provisions of the Act, the Owners alone shall be entitled to construct such additional Building as per the approval of the revised Building plans sanctioned by the Sanctioning Authorities. The Owners shall entitle to utilize and consume such premium FSI, ancillary FSI, additional FSI, DR, TDR and all the benefits, potentials, yield, advantages etc. presently available and/or that may be available under the UDCPR, regulations, laws, rules, etc. in respect of the said Property and continue development till the benefit is fully utilized and consumed by the Promoter directly or indirectly. The Purchaser shall not be entitled to claim any damages or rebate in price or compensation for usage of the amenities etc. or any other advantage from the Promoter on the ground of the additional construction of floors on the said Buildings in the said Property or any other ground whatsoever.

- 17.6 It is hereby agreed and confirmed by the Purchaser and the Purchaser hereby irrevocably consents that, the Owners is fully entitled to use and consume the entire FSI (including DR, TDR, Setback, future FSI, fungible FSI, FSI obtained from surrender, etc.) in respect of the said Property and/or which may be available in future including by way of amendment to the rules, regulations, bye-laws and statute governing the said Property or in lieu thereof as also FSI which may be acquired/may have already been acquired as compensation for any area under setback or reservation in any form along with top floor, terrace, parking spaces of the building, which may come into existence hereafter. The FSI also deemed to include all types of FSI and FSI in respect of staircase, passage, lift, basement, stilt; etc. of the building. It is specifically agreed between the parties hereto that if anytime hereinafter there is any increase in FSI available in respect of the said Property, the Promoter/the Owners shall be entitled to the same and the Purchaser hereby expressly authorizes and irrevocably gives consent to the Promoter/the Owners to utilize and consume such increased FSI either on the said Property by constructing additional buildings/structures in the said Property or otherwise in any manner whatsoever including by way of selling



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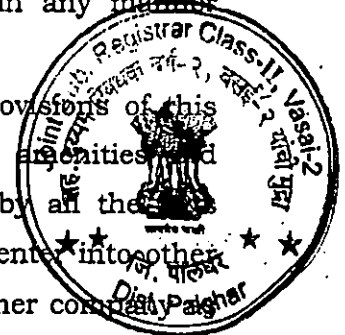
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the same as and by way of Transferable Development Rights (TDR), so as to avail of the full FSI, as may from time to time, be available, without any further intimation to or consent of the Purchaser. The FSI of any nature whether available at present or in future and/or additional construction/s shall always be the exclusive property of the Promoter/the Owners, who shall be at liberty to use, deal with, dispose of, sell and transfer the same in any manner the Promoter/the Owners may choose. The Purchaser hereby admits and acknowledges that the Purchaser shall not challenge or dispute with the Promoter's/the Owners' aforesaid right and shall not at any time raise any claim, objection or contention whatsoever nature in that behalf and hereby unconditionally and irrevocably consents to the same being done by the Promoter/the Owners.

17.7 It is hereby agreed and confirmed by the Purchaser and the Purchaser hereby irrevocably consents that, the Promoter/the Owners are fully entitled to use and consume the entire FSI available at present or in future in respect of the said Property or any part thereof.

17.8 It is hereby agreed and confirmed by the Purchaser and the Purchaser hereby irrevocably consents that the Promoter/the Owners shall be entitled to develop the said Property, by acquiring TDR benefits for use with respect to the same and/or generating TDR with respect to the same. The Promoter/the Owners shall be entitled to all the benefits arising out of the development of the said Property or any part thereof including but not limited to FSI, premium FSI, ancillary FSI, TDR benefits and or any other benefits which may be available and/or become available at a later date, without being accountable to the Purchaser and/or the Society, in any manner whatsoever and shall be at liberty to develop the said Property or any part thereof in any manner whatsoever. It is expressly agreed and understood between the Parties that, the Promoter/the Owners shall be at liberty to develop the said Property or any part thereof in any manner whatsoever.

17.9 Notwithstanding anything contained in the other provisions of this Agreement, the Promoter shall be providing various amenities and facilities in the said Building, which will be used by all the purchasers in the said Property. The Promoter may enter into other related agreements with any management agency, other company may be necessary for effective, full and efficient management of the infrastructure, common amenities and facilities of the Building and/or the said Property. It is hereby clarified that any amenities and facilities provided to the said Building shall also be used by the other flats holder in the said Property and the Purchaser hereby agrees and undertakes not to raise any dispute or objection in this regard.



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17.10 hereby clarified that the Promoter shall not be responsible, accountable or liable in any manner whatsoever to any person including the Purchaser or the Society for any act, deed, matter or thing legally committed or omitted to be done by such management agency and/or any such other agency, firm, corporate body, organization, association or any other person/s in due course of such maintenance, management, control and regulation of the said Property.

17.11 The Promoter/the Owners shall always have the right and be entitled to consume premium FSI, ancillary FSI, DR, TDR, full FSI potential and benefit arising out of the said Property as per the UDCPR and consume the same on the said Property or any part thereof in accordance with permissions of the Sanctioning Authority and the provisions of the Act and construct additional Buildings in accordance of the UDCPR and deal with the same in the manner the Promoter deems fit and proper, subject to necessary permissions from the Planning Authority.

17.12 The Owners shall always have the exclusive right and be entitled to purchase and acquire TDR from the market and consume the same in accordance with the provisions of the Act and to deal with the same in the manner the Promoter deems fit and proper.

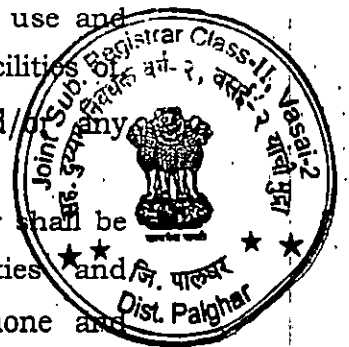
17.13 In the event of the Society being formed and registered before the sale and disposal by the Promoter of all the flats in the said Building, the power and authority of the society so formed or that of the Purchaser and the unsold flats, un-allotted stilt, covered parking, other premises in the said Building and the Phase-1 and the Phase-2 shall be subject to the overall authority and control of the Promoter in respect of such unsold flats, un-allotted stilt, covered parking, other premises in the said Building and the Phase-1 and the Phase-2 and any of the matters concerning to the said Building, the construction and completion thereof and all the amenities pertaining to the same and in particular, the Promoter shall have the absolute authority and control as regards the unsold flats, un-allotted stilt, covered parking, other premises in the said Building and the Phase-1 and the Phase-2 and the disposal or allotment thereof. The Promoter shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold flats, other premises in the said Building and the Phase-1 and the Phase-2. In case the Society is formed before the disposal by the Promoter of all the flats, other premises in the said Building, then the Promoter shall at its option (without any obligation) join in as a member in respect of such unsold flats, other premises and as and when such premises are sold, the society shall admit such flats purchaser as the member/s without charging any premium or extra payment or transfer charges.



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- 17.14 Till the entire development of the said Property and the Phase-2 is completed, the Purchaser shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the roads, open spaces, gardens, infrastructure facilities and/or any other common facilities or the amenities to be provided in the said Property and the Purchaser shall have no right or interest to interfere the enjoyment and control of the Promoter in this regard.
- 17.15 The Purchaser is aware that the said Property is lay-out and that the Promoter/the Owners shall entitle to all the benefit of FSI, DR, TDR under the UDCPR and any such entitlements for the beneficial and optimum use and enjoyment of the same in such manner as the Promoter/the Owners deem fit and in accordance with the provisions of the Act.
- 17.16 The Promoter shall be at liberty to sell, assign, transfer, mortgage, allot or otherwise deal with its right, title and interest in the unsold flats, allot the stilt, covered parking, the said Building, other premises, provided that the same does not in any way materially prejudice the right of the Purchaser in respect of the said Flat.
- 17.17 The express right, authority and entitlement of the Promoter to give and/or grant over, upon and/or in respect of the said Property and/or any construction thereon or any portion/s thereof, all rights, interests, benefits, privileges in favour of any person/s whatsoever, on such terms, conditions and provisions and as may be desired or deemed necessary by the Promoter in their sole and unfettered discretion and/or as may be required by any Government, Semi-Government, Local or Public body or authority. This right, authority and entitlement of the Promoter shall include, but without any limitation, the right to light and air, right to any other facilities, utilities and amenities on the said Property and/or any construction thereon and the right to give and/or grant or permit the use and enjoyment of all or any of the areas, amenities and/or facilities provided in and/or relating to the said Property and/or any construction thereon.
- 17.18 In accordance with the provisions of the Act, the Promoter shall be entitled to make variations in the lay-out, amenities and specifications, re-locations, water, power, sewage, telephone and other service and utility connection, facilities and underground water tanks, pumps, their dimension as the Promoter deems fit. In accordance with the provisions of the Act, the Promoter shall entitled to make variations in the said Property in respect of amenities and specifications, re-locations, water, power, sewage, telephone and other service and utility connection, facilities and underground water tanks, pumps, their dimension, etc.



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17.19	In the event the Promoter has paid or is required to pay any	
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development charges etc. to any Sanctioning Authority or other authority, the same shall be reimbursed by the Purchaser to the Promoter in proportion to the carpet area wherever applicable of the said Flat or otherwise as may be determined by the Promoter. Non-payment of the same shall constitute a breach of this Agreement. Provided however, it is hereby clarified that the Promoter shall enclose the requisite notification, order, rule, regulation, letter, notice published /issued in that behalf along with the demand letter which will be issued by the Promoter and the Purchaser shall be liable to pay such amounts to the Promoter, within 15 (fifteen) days of such demand being made by the Promoter.		
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In the event the Promoter has paid or is required to pay any additional amount by way of premium, betterment charges, development charges etc. to any Sanctioning Authority or other authority, the same shall be reimbursed by the Purchaser to the Promoter in proportion to the carpet area wherever applicable of the said Flat or otherwise as may be determined by the Promoter. Non-payment of the same shall constitute a breach of this Agreement. Provided however, it is hereby clarified that the Promoter shall enclose the requisite notification, order, rule, regulation, letter, notice published /issued in that behalf along with the demand letter which will be issued by the Promoter and the Purchaser shall be liable to pay such amounts to the Promoter, within 15 (fifteen) days of such demand being made by the Promoter.

17.20 In accordance with the provisions of the Act, the Promoter shall be entitled to make such changes in the Building plans as the Promoter may from time to time determine and as may be approved by the Sanctioning Authorities.

17.21 If the Purchaser makes any unauthorized change or alteration or causes any unauthorized repairs in or to the said Flat and/or the Building, the Promoter shall be entitled to call upon the Purchaser to rectify the same and to restore the said Flat and/or the said Building to its original condition within 30 (thirty) days from the date of intimation by the Promoter in that behalf. If the Purchaser does not rectify the breach within the such period of 30 (thirty) days, the Promoter may carry out necessary rectification and restoration to the said Flat or the Building (on behalf of the Purchaser) and all such costs and charges and expenses incurred by the Promoter shall be reimbursed by the Purchaser. If the Purchaser fails to reimburse to the Promoter any such costs and charges and expenses within 7 (seven) days of demand by the Promoter, the same would be deemed to be a charge on the said Flat of the Purchaser. The Purchaser hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Promoter (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Promoter or which the Promoter may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the said Flat or the Building and; (ii) for all costs and expenses incurred by the Promoter for instituting any legal proceedings for recovery of such costs and charges and expenses incurred by the Promoter for rectification and restoration to the said Flat and/or the Building.



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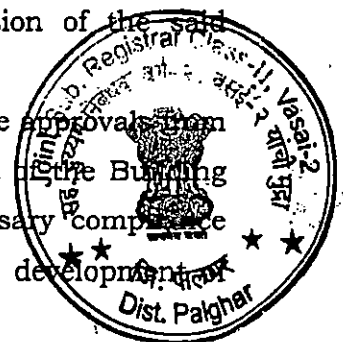
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18) **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:** The

Promoter hereby represents and warrants to the Purchaser as follows:

- i. The Promoter has made full and true disclosure of the Title of the said Property and the said Building as well as encumbrances, if any, known to the Promoter in this Agreement as well as in the Title report of the advocate. The Promoter has also disclosed to the Purchaser nature of its right, title interest or right to construct the Building, structures and also given inspection of all documents to the Purchaser as contemplated in the Act. The Purchaser having acquainted himself/herself/themselves with all facts and right of the Promoter and after satisfaction of the same has entered into this agreement.
- ii. The Promoter has constructed the structure of the said Building in accordance with the plans, designs, specifications time to time approved by the concerned local authority. Further, the Promoter shall entitle to construct the said Building in the said Property in accordance with the plans, designs, specifications time to time approved by the concerned local authority, with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them and for that the Purchaser herein has given his/her/their irrevocable consent, provided such variations or modifications do not adversely affect the said Flat of the Purchaser. It is agreed that the Purchaser shall not obstruct construction of the Promoter in the said Property if the permissions are obtained from the Planning Authority. It is agreed that the Purchaser shall not object or obstruct the Buildings on the grounds of view change, change of access, air and light obstruction, etc. in the said Flat/the said Building.
- iii. The Promoter have clear and marketable title with respect to the said Building and the said Property and have the requisite rights to carry out development subject to sanctions, permissions and authorizations and also is in actual, physical and legal possession of the said Property of the said Building.
- iv. The Promoter has lawful rights and obtained requisite approvals from the competent Authorities to carry out development of the Building and shall obtain requisite approvals and do necessary compliance from time to time to complete the construction and development of the said Building;
- v. There are no encumbrances upon the said Property except those disclosed in the title report and this Agreement;
- vi. There are no litigations pending before any Court of law with respect to the said Property, except those disclosed in the title report and this Agreement;



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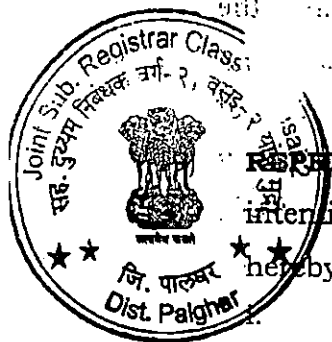
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vii.	All approvals, licenses, plans and permits issued by the competent authorities till date	24/9/31
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- vii. All approvals, licenses, plans and permits issued by the competent authorities till date with respect to the Building, the said Property are valid and subsisting and have been obtained by following due process of law. All approvals, plans, licenses and permits to be issued by the competent authorities with respect to the Building/the said Property are obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Building and common areas thereof;
- viii. The Promoter and the Owner has right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- ix. The Promoter and/or the Owner has not entered into any agreement for sale and/or confirmation deed and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Property except disclosed in this Agreement and the said Flat which will, in any manner, affect the rights of Purchaser under this Agreement;
- x. The Promoter confirms that the Promoter and/or the Owner is not restricted in any manner whatsoever from selling the said Flat to the Purchaser in the manner contemplated in this Agreement;
- xi. At the time of execution of the transfer deed of the said Property to the Society of flats purchasers, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the said Building to the Society;
- xii. The Promoter has duly paid and shall continue to pay and discharge undisputed Government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Building to the competent Authorities, till the date of the execution of transfer deed of the structure of the Building;
- xiii. No notice from the Government or any other local body or authority or (including any notice for acquisition or requisition of the said Property) has been received or served upon the Promoter in respect of the said Property except those disclosed in the title report and this Agreement.



REPRESENTATION OF THE PURCHASER: The Purchaser himself with intention to bring all persons into whatsoever hands the said Flat may come, hereby covenants with the Promoter and the Owner as follows :-

To maintain the said Flat at the Purchaser's own cost in good and tenable repair and condition from the date that of possession of

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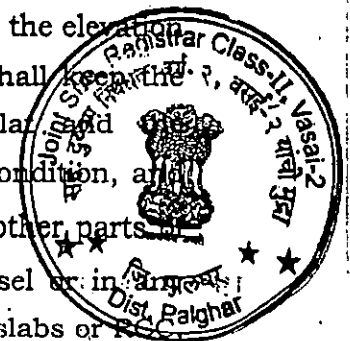
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the said Flat is taken and shall not do or suffer to be done anything in or to the said Building in which the said Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Building in which the said Flat is situated and the said Flat itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building in which the said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages, common areas/facilities or any other structure of the said Building including entrances of the said Building in which the said Flat is situated and in case any damage is caused to the said Building or the said Flat on account of act, negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order, in which it was delivered by the Promoter and/or the Owner to the Purchaser and shall not do or suffer to be done anything in or to the said Building or the said Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority or the terms and conditions of this Agreement. In the event of the Purchaser committing any act, negligence, omission or default in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the columns, walls, slab, floor of the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Building and shall keep the portion, sewers, drains and pipes of the said Flat and its appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Building and the said Flat and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or other structural members in the said Flat without prior written permission of the Promoter or the Society (as and when formed) and the planning authority.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance as and when obtained by the Society in

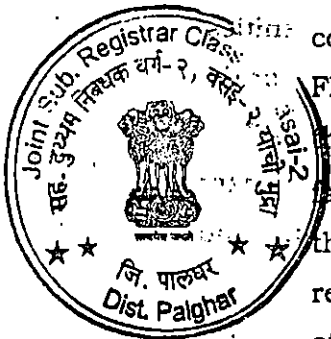


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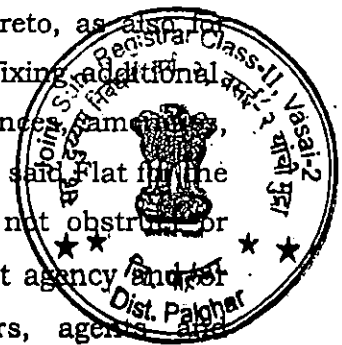
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- in respect of the insurance (in case such insurance policy is obtained).
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said Property and the said Building in which the said Flat is situated.
 - vii. Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Building in which the said Flat is situated.
 - viii. To bear and pay all rents, rates, taxes, cesses, assessments, municipal/ property taxes, water charges, charges for maintenance of garbage disposal system, rain water harvesting system, any other system for common area, and such other facilities that the Promoter has installed, operated and maintained under the guidelines prescribed under statutory authorities including any increase in local taxes, development or betterment charges, water charges, insurance premium (in case such insurance policy is obtained) and such other levies, if any, which are and which may be imposed by the Sanctioning Authorities and/or government and/or other public authority on account of change of user of the said Flat or otherwise.
 - ix. Bear and pay all service tax, works contract tax, MVAT, Goods & Service Tax (GST), LBT, etc. and such other levies, if any, which may be imposed with respect to the said Flat and/or any activity whatsoever related to the said Flat by the Sanctioning Authorities and/or State, Central, Government and/or public authority from time to time;
 - x. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Flat by the Purchaser for any purposes other than for purpose for which it is sold.
 - xi. To bear and pay all the charges of registration, stamp duty and registration fees of the said Flat. So also, to bear and pay the contribution of the amount in proportionate of the area of the said Flat the charges of registration, stamp duty and registration fees of the Transfer Deed of the structure of the Building to be executed in favour of the Society and further to bear and pay the contribution of the amount in proportionate of the area of the said Flat the charges of registration, stamp duty and registration fees of the conveyance deed of the said Property to be executed in favour of the Society.



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- xii. To install air-conditioning units only in the space/s designated for the said purpose in the said Flat. If the Purchaser desires to install air-conditioner/s of a type which or any part, unit or component of which protrude/project substantially outside the said Flat, or be required to be affixed/installed outside the said Flat, then the Purchaser shall install/ affix the same only after obtaining prior written permission from the Promoter and/or the society (as the case may be). The Purchaser shall strictly observe and comply with all the terms and conditions, which may be imposed by the Promoter and/or the society, as the case may be, in respect of the same;
- xiii. The Purchaser shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions to be laid down by the Society regarding the occupancy and use of the said Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings; monthly subscription fees and the contribution in accordance with the terms of this Agreement.
- xiv. To permit the Promoter and its architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others including the representatives of the project management agency and its employees, at all reasonable times, to enter into and upon the said Flat or any part thereof, to view and examine the state and condition thereof and/or for the purpose of carrying out the service, repairs, upkeep, cleaning and maintenance of the said Building or any part thereof, including all drains, pipes, cables, wires, gutters and other fixtures, fittings, utilities, conveniences, amenities and facilities belonging, serving or appurtenant thereto, as also for the purpose of making, laying, installing and/or affixing additional new and other fixtures, fittings, utilities, conveniences, amenities, facilities and services in, through, over or outside the said Flat for the benefit of the said Building. The Purchaser shall not obstruct or hinder the Promoter and/or the project management agency and/or their architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others, in carrying out their duties. The Purchaser shall rectify and make good all defects, and unauthorized changes within 15 (fifteen) days from the date of receipt of a written notice from the Promoter in that regard and in case of



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extreme emergency immediately on oral notice/ intimation by the Promoter to the Purchaser;

The Purchaser shall not without the prior written consent of the Promoter let, sub-let, transfer, assign or part with the Purchaser's interest or benefit of this Agreement or part with the possession of the said Flat, until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated the Promoter and obtained their prior consent in writing in that regard;

- xvi. Till the conveyance deed of the said Property executed and registered in favour the Society, to allow the Promoter and/or the Owner, its surveyors and agents in the said Property at all reasonable time to enter into or upon the said Flat/ the said Property, to view and examine the state and condition thereof;
- xvii. Not to close or permit to be closed varandas or balconies of the said Flat/the said Building or change the external colour scheme, balcony railing or the pattern of the colour of the said Building;
- xviii. Not to enclose or put any claim in respect of the open car parking space, open space or terrace or the utility area/s;
- xix. Not to change the exterior elevation or the outlay of the said Building/the said Flat;
- xx. Not to demand partition of the Purchaser's interest in the said Property, it being expressly agreed, understood and confirmed by the Purchaser that the Purchaser's interest therein is impartible and not to demand any sub-division of the Said Property or the Plot or any part thereof.
- xxi. Not to hang clothes, garments or any other item or things from the balcony, windows or terrace or any other place appurtenant to the said Building/the said Flat, save and except in the areas designated for the said purpose;
- xxii. Not to keep flower-vase outside the said Building/the said Flat or on the window, staircase, common open areas, parapet or chajja of the said Building.
- xxiii. To co-operate and render all assistance and facilities to the Promoter and to do and perform all acts, deeds, things and matters, as may be required by the Promoter from time to time and at all times hereafter, including to sign and execute and admit execution of all necessary writings/documents as may be required by the Promoter, within 7 (seven) days from receipt of the Promoter's intimation in respect thereof and to attend the Promoter's office in this regard, for enforcing and putting into complete effect the terms, conditions and provisions of this Agreement and all related or incidental documents and



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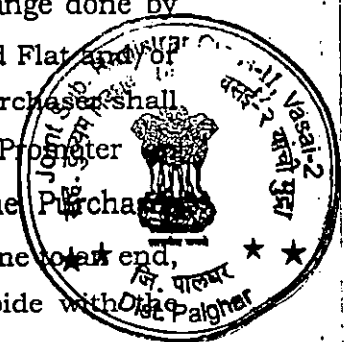
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writings and so as to enable the Promoter to carry out and complete the development of the said Building in the manner that may be desired and deemed fit and as envisaged by the Promoter in their sole and unfettered discretion, including as mentioned in this Agreement; and

- xxiv. The covenants of this Agreement shall be binding and operative even after the formation of the society.
- xxv. The Purchaser hereby agrees to grant to the Promoter, all the facilities, assistance and co-operation as the Promoter may reasonably require from time to time even after the Promoter has delivered possession of the said Flat to the Purchaser, so as to enable the Promoter to complete the scheme of development of the said Property. In accordance with the provisions of the Act, the Promoter shall be entitled to modify, amend, alter, change the layout of the said Property by changing the alignment, locations, placement of the Buildings, garden, parking area and other amenities or facilities and shall further be entitled to the said Building.
- xxvi. The Purchaser declares and confirms that the Purchaser shall not object to utilise the FSI, premium FSI, ancillary FSI, TDR, DR of whatever name and nature sanctioned to the Promoter/the Owners in respect of the said Property.
- xxvii. The Purchaser agrees and undertakes that the Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said Flat by the concerned authorities due to non-payment by the Purchaser or any other flat holder or owner of their respective proportion of the taxes/outgoings payable to the concerned authorities on account of default in making such payments.
- xxviii. The Purchaser is aware that tiles and natural stone are susceptible to staining and variations in shade and shall not make the Promoter be held liable in any manner whatsoever, for the same.
- xxix. The Purchaser confirms that the Promoter shall not liable and responsible for any defect liability in respect of any change done by the Purchaser to any material, fixture, fittings in the said Flat and/or of the Building. The Purchaser further confirms that the Purchaser shall not claim any damages or compensation from the Promoter on account of such changes done by the Purchaser. The Purchaser confirms that the defect liability of the Promoter shall come to an end, if the Purchaser infringes, contravenes or does not abide with the terms and conditions mentioned in this Agreement.
- xxx. The Purchaser confirms that the Promoter has given full, free and complete inspection of documents of title in respect of the said Property and the Purchaser confirms that he/she/they has/have entered into this Agreement after inspecting all relevant documents



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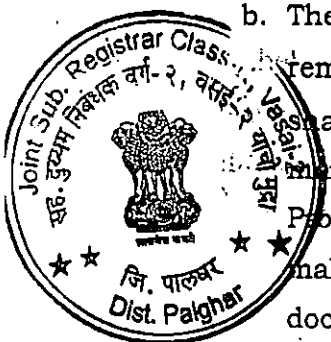
and the Purchaser has inspected the Title Certificate issued by Advocate Shri. Vijay J. Kore. The Purchaser undertakes that the Purchaser shall not raise any objection and/or requisition on the title of the Promoter to the Said Property. The copy of the Title Certificate is hereto annexed and marked as **Annexure "L"**.

20) **MAINTAINANCE OF SEPARATE ACOUNT:** The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser as advance or deposit, sums received on account of share capital for the promotion of the Co-operative Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

21) **LOAN AGAINST THE SAID FLAT:**

a. It is hereby further expressly agreed that notwithstanding the Purchaser approaches/has approached any bank/ financial institution or any other financier (hereinafter referred to as "**the Financer**") for availing of a loan in order to enable the Purchaser to make payment of the Consideration amount or part thereof in respect of the said Flat to the Owner and/or mortgaged/mortgages the said Flat with the Financer (which is to be subject to issuance by the Promoter and/or the Owner of a no-objection letter in favour of the Financer) for repayment of the loan amount. It shall be the sole and entire responsibility of the Purchaser to ensure the timely payment of the Consideration amount or the part thereof and/or the amounts payable as per the schedule of payment mentioned in Clause 2 (c). Further, the Owner shall not be liable or responsible for the repayment to the Financer of any such loan amount or any part thereof taken by the Purchaser. All costs in connection with the procurement of such loan and mortgage of the said Flat and payment of charges to the Financer shall be solely and exclusively borne and incurred by the Purchaser. Notwithstanding the provisions hereof, it is clarified that until all the amounts (including consideration amount, contribution, outgoings and maintenance charges, property tax and other taxes, any other payment mentioned in this Agreement) payable hereunder have not been paid, the Owner shall have a lien on the said Flat to which the Purchaser has no objection and hereby waives his right to raise any objection in that regard.

b. The Purchaser hereby expressly agrees that so long as the aforesaid loan remains unpaid/outstanding, the Purchaser, subject to the terms hereof, shall not sell, transfer, let out and/or deal with the said Flat in any manner whatsoever without obtaining the prior written permission of the Promoter and/or the Owner and the Financer. In case the Purchaser makes or executes such document with intend to defraud then that document shall become invalid. It is confirmed and declared by the



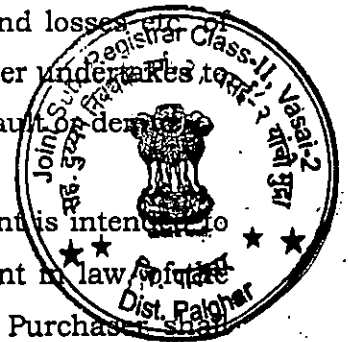
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Purchaser that such invalid document even though registered shall not affect and prejudice the rights of the Promoter and/or the Owner. It shall be the responsibility of the Purchaser to inform such transferee about invalidity of the document, which may be executed without written consent of the Promoter and/or the Owner. The Promoter and/or the Owner shall not be liable or responsible for any of the acts of omission or commission of the Purchaser, which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Purchaser to inform the Society about the lien/charge of such Financer and the Promoter and/or the Owner shall not be liable or responsible for the same in any manner whatsoever.

- c. In case the Purchaser has not paid total consideration amount of the said Flat to the Owner and the Purchaser fails to repay the loan amount to the Bank or the Purchaser is not traceable, in that event notwithstanding the mortgage deed executed by the Purchaser to the Bank, the terms and conditions and contents of this Document shall prevail over the mortgage deed executed by the Purchaser in respect of the said Flat. Notwithstanding anything contained in the subsequent document of the mortgage deed executed by the Purchaser in favour of Bank, the Owner shall have first and preferential right to recover balance consideration amount of the said Flat from the Purchaser.
- d. The Purchaser shall indemnify and keep indemnified the Promoter and/or the Owner and its successors, transferee and assigns from and against all claims, costs, charges, expenses, damages, actions and losses which the Promoter and/or the Owner and its successors and assigns may suffer or incur by reason of any action that the Financer may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the said loan in respect of the said Flat and any other terms and conditions of this Agreement. Notwithstanding the provisions hereof, the Purchaser hereby agrees and undertakes that the Promoter and/or the Owner shall have first lien/charge on the said Flat towards all the claims, costs, charges, expenses and losses etc. the Promoter and/or the Owner and the Purchaser further undertakes to reimburse the same to the Owner without any delay, default or deduction.

- 22) **RESTRICTED RIGHT** : Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Building, the said Property or any part thereof. The Purchaser shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him/her/them, and it is agreed that all open spaces, parking spaces, lobbies, staircases, terraces spaces, will remain the property of the Promoter except the Owner, until the said Property is transferred to the Society as hereinbefore mentioned. After execution of Transfer deed of the structure of



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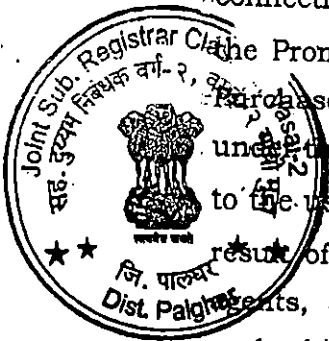
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the said Building the common areas will be dealt as per the provisions contained in the Transfer Deed.

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23)	COMMON AREAS/AMENITIES	

It is expressly agreed that the Purchaser shall be entitled to the other common areas/ amenities and facilities available for the said Building, subject to regular advance or monthly payment of maintenance charges as set out in this Agreement. It is clarified that the other common areas and facilities shall include such further areas, amenities and facilities as may be identified and earmarked by the Promoter, only after completion of the development of the Phase-2 of the said Property. It is clarified that since the said Property is being constructed and developed as Lay-Out, the common areas/amenities and facilities to be provided in the said Property, shall be provided by the Promoter after grant of Occupation certificate of the said Building. It is hereby agreed that the common areas/ amenities and facilities and so identified and earmarked in the sanctioned Plan shall be completed at the end of completion of the Project and after grant of occupation certificate of the flats of the Phase-2 in the said Property.

- 24) **THE PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:** After the execution of this Agreement the Promoter and/or the Owner shall not mortgage or create a charge on the said Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Said Flat. However, the Promoter and the Owner shall entitle to mortgage the unsold flats or any other premises to any financial institute, Bank, finance company, save and except the said Flat agreed to transfer to the Purchaser. The Promoter and the Owner shall entitle to create charge on such unsold flats or any other Premises by way of mortgage.
- 25) **INDEMNIFICATION BY THE PURCHASER:** The Purchaser shall indemnify and keep indemnified the Promoter and hold the Promoter harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Promoter directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoter under this Agreement; (b) any breach and/or default by the Purchaser in the performance of any and/or all of his/her/its obligations under this Agreement; (c) damages to any property howsoever arising related to the use and/or occupation of the said Flat and directly or indirectly as a result of the negligence, act and/or omission of the Purchaser or his/her agents, servants, tenants, guests, invitees and/or any person or entity under his/her control; and (d) non-compliance with any of the restrictions



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by the Purchaser regarding the use and/or occupation of the said Flat; (e) encroachment by the Purchaser upon any common area, amenity or facility of the said Building/the said Property.

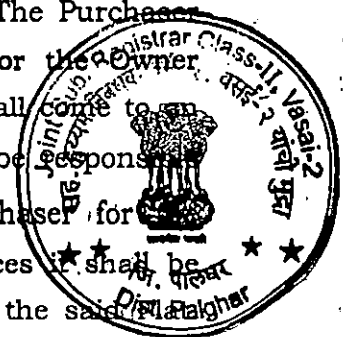
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- 26) **LIABILITY OF PAYMENT OF TAXES, CHARGES:** All taxes, charges, levies present or future including but not limited to service tax, GST, VAT or any other impositions or levies, (i) on account of this transaction or (ii) pro-rata on account of the entire development of the said Building/the said Property, or (iii) on the consideration amount and other amounts payable by the Purchaser to the Promoter and/or the Owner, or (iv) otherwise shall be to the account of the Purchaser alone and the Promoter and/or the Owner shall not be liable to pay the same. For the avoidance of doubt, any such taxes, impositions, etc. shall be payable by the Purchaser over and above the consideration amount of the said Flat and the Promoter's and/or the Owner decision as regards the quantum of the same shall be final and binding on the Purchaser and the quantum shall be decided on the area of the said Flat.

- 27) **DATE OF OBTAINING OCCUPATION CERTIFICATE OF THE BUILDING:** The Promoter declares that the Promoter shall obtain the occupation certificate on or before **31st Day of Dec 2026** from the Planning authority in respect of the said Building known as "Mrida Homes Hasha Heights".

28) **DEFECT LIABILITY:**

- (i) In the event the Purchaser fails to take possession of the said Flat within such period as mentioned in the offer of Possession letter, then the said Flat shall lie at the risk and cost of the Purchaser. The maintenance charges and the defect liability period shall commence from the date of such receipt of Offer letter as contemplated in Clause 10.2 of this Agreement. In addition to payment of interest for delayed payments, the Purchaser shall be liable to pay such charges till the Purchaser takes actual possession of the said Flat. The Purchaser agrees and acknowledges that the Promoter's and/or the Owner's obligation of delivering possession of the said Flat shall come to an end and the Promoter and/or the Owner shall not be responsible and/or liable for any obligation towards the Purchaser for possession of the said Flat. Under such circumstances it shall be deemed that the Purchaser has taken possession of the said Flat. During the period of the said delay by the Purchaser, the said Flat shall remain locked and shall continue to be in possession of the Promoter and/or the Owner but at the sole risk, responsibility and cost of the Purchaser in relation to its deterioration in physical condition.



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Additionally, the Promoter and/or the Owner shall not be liable in case of (a) Structural defects caused or attributable to the Purchaser including carrying out structural or architectural changes from the

original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy loads or using the said Flat other than for its intended purpose; (b) Structural defects caused by accidental breaking of fire or any kind of explosion of gas cylinder, any other reason, etc.; (c) Structural defects induced anyhow by failure of waterproofing system of the said Flat or the said Building; (d) Structural defects induced by Force Majeure situations, such as war, flood, act of God, explosions of any kind by terrorist, etc.; (e) Structural defects occurring in the said Flat or the Building that has undergone civil renovations; (f) In the event of any damage due to wear and tear of whatsoever nature is caused (save and except the defects as mentioned hereinabove) after the date of receipt of Offer letter as contemplated in Clause 10.2 of this Agreement, the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Purchaser and the Purchaser alone shall be liable and responsible to rectify and reinstate the same at his/her/their own costs and expenses; (g) any willful act, negligence, omission, commission, refusal, abstain on part of the Purchaser against the provisions of this Agreement.

- (iii) The Purchaser shall not carry out any alterations of the whatsoever nature in the said Flat, the said Building, the said Property, which shall include but not limit to columns, beams, walls, ceiling, floor, etc. or in the fittings therein, in particular it is hereby agreed that the Purchaser shall not make any alterations in any of the fittings, pipes, water supply connections or any erection, opening or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water and cracks to the construction. If any of such works are carried out by the Purchaser without the written consent of the Promoter the defect liability automatically shall become void and come to an end. It shall be the responsibility of the Purchaser to maintain the said Flat/the Building and the Premises of the said Property in a proper manner and to take all due care needed including but not limiting to the joints in the tiles in the said Flat are regularly filled with white cement/epoxy to prevent water seepage. Further, where the manufacturer warranty as shown by the Promoter to the Purchaser ends before the defects liability period and such warranties are covered under the maintenance of the said Flat, the said Building, the said Property and if the annual maintenance contracts are not done/renewed by the Purchaser the Promoter shall not be responsible for any defects occurring due to the same. The said Building has been



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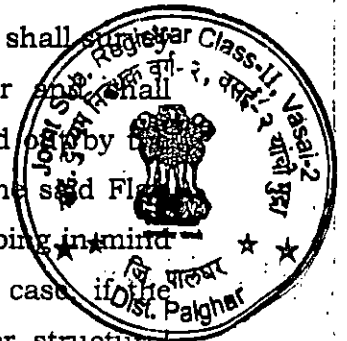
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conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in the said Flat and the common amenities, wherever applicable.

- (iv) The Purchaser has been made aware and that the Purchaser expressly agrees that the regular wear and tear of the said Flat, the Building, the said Property includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 (twenty) degree Celsius and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- (v) Barring the terms and conditions mentioned in the above Clause 28 (i), (ii), (iii) and (iv), if within a period of five years from the date of handing over the said Flat (whether possession is actually taken or not) to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the said Flat or the Building in which the said Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act, however the defect liability would not be applicable to the Promoter, if the Purchaser violates the terms and conditions of this Agreement or the situation arises as contemplated in the terms and conditions mentioned in the Clause 28 (i), (ii), (iii) and (iv) above. Moreover, it is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser, it shall be necessary to appoint an expert (who shall be a nominated and recognized Government surveyor and Architect), who shall survey and assess the defects pointed out by the Purchaser and thereafter submit a report to state of the defects pointed out by the Purchaser in materials used, in the structure built of the said Flat, the said Building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement and in case the Report of the expert confirms the bad workmanship or structural defect, then in that event, the Purchaser shall entitle to get rectification of such structural defects from the Promoter. It is agreed that the Promoter and the Purchaser may jointly and mutually decide the compensation amount for such structural defects, and close forever the dispute of structural defects raised by the Purchaser. However, the Purchaser shall execute receipt of such compensation in



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favour of the Promoter and end forever the issue of structural defect in the said Flat. The Structural Defect liability cannot be attributed again and again even twice upon the Promoter and the structural defect liability shall not continue to subsequent transferee/purchaser of the said Flat, when such defect is already dealt with, decided, raised previously and/or satisfied/ settled by the Promoter.

- 29) **BINDING EFFECT:** Forwarding this Agreement to the Purchaser by the Owner does not create a binding obligation on the part of the Promoter/the Owner or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and Seventhly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Owner then the Owner shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned after deduction of the amount of 15% of the Consideration amount towards the liquidated damages as defined in this Agreement, to the Purchaser without any interest or compensation whatsoever.
- 30) **ENTIRE AGREEMENT:** This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether executed in writing or oral, if any, by and between the Parties in regard to the said Flat.
- 31) **RIGHT TO AMEND:** This agreement can be modified by consent of both parties on execution of written document jointly signed by both the parties. All amendments or modifications to this Agreement shall be valid and effective only through a written instrument jointly agreed and signed by both the Parties.



PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS: 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 Building shall equally be applicable to and enforceable against any subsequent transferee of the said

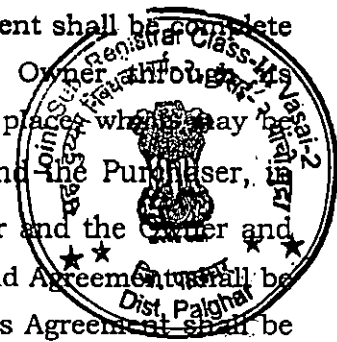
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Flat, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes. However, when any obligation or liability of the Owner is saved in this Agreement for subsequent Purchaser, then this Clause shall not be applicable and in that event the obligations and liability of the Owner shall not be applicable and enforceable.

- 33) **SEVERABILITY:** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- 34) **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:** Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other flats purchasers in the said Building/the Said Property (as the case may be), the same shall be in proportion to the carpet area of the said Flat to the total carpet area of all the said Flat in the Building/the said Property (as the case may be).
- 35) **FURTHER ASSURANCES:** The Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- 36) **PLACE OF EXECUTION:** The execution of this Agreement shall be complete only upon its execution by the Promoter and the Owner through their authorized signatory at their Office, or at some other place mutually agreed between the Promoter and Owner and the Purchaser, after the Agreement is duly executed by the Purchaser and the Owner and the Promoter simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Virar.
- 37) **PRESENTATION FOR REGISTRATION:** The Purchaser and /or the Owner and / or the Promoter shall present this Agreement as well as the Transfer deed of the structure of the said Building at the proper registration office of



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registration within the time limit prescribed by the Registration Act and the Owner and / or the Promoter will attend such office and admit execution thereof.

38) **SERVICE OF NOTICES:** That all notices to be served on the Purchaser and the Owner and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Owner and/or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

(a) Name & Address of the Purchaser: -

1) **MR. TUSHAR BABAN HUMANE,**

2) **MRS. TANVI TUSHAR HUMANE,**

having its address at - Guravwadi, Pacheri Agar,
Guhagar, Ratnagiri, Maharashtra-415726.

Notified Email ID: _____

(b) Name & Address of the Land Owner :-

MR. Maheshwar Hasha Patil,

Residing at - Shop No.11, Ground Floor, Kunti Sadan,

Below Shree Mangal Karyalya Hall,

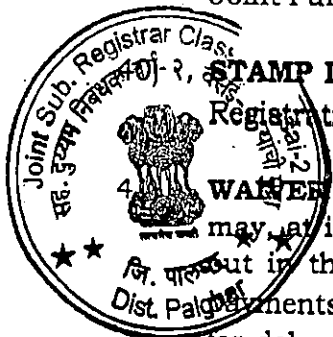
Veer Savarkar Marg, Virar (E),

Tal. Vasai, Dist Palghar- 401305.

Notified Email ID: mridahomes@gmail.com

It shall be the duty of the Purchaser and the Owner to inform each other of any change in address and E-mail ID subsequent to the execution of this Agreement in the above address or E-mail by Registered Post failing which all communications and letters posted/mailed at the above address and Email ID shall be deemed to have been received by the promoter and the Owner or the Purchaser, as the case may be.

39) **JOINT PURCHASERS:** In case there are Joint Purchasers purchasing the said Flat, all communications shall be sent by the Promoter and/or the Owner to the Purchaser 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 Purchasers. Further it is clarified that any consent, NOC, declaration, writing given or executed by either of the Joint Purchaser in favour of the Promoter shall presume and deem to be executed jointly by the Joint Purchaser.



STAMP DUTY AND REGISTRATION: The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser.

WAIVER NOT A LIMITATION TO ENFORCE: The Promoter and the Owner may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser that

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exercise of discretion by the Promoter and the Owner in the case of one purchaser shall not be construed to be a precedent and/or binding on the Promoter and the Owner to exercise such discretion in the case of other purchasers. Failure on the part of the Promoter and the Owner to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

- 42) **DISPUTE RESOLUTION:** Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Competent Authority contemplated as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
- 43) **GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Vasai courts will have the jurisdiction for this Agreement.

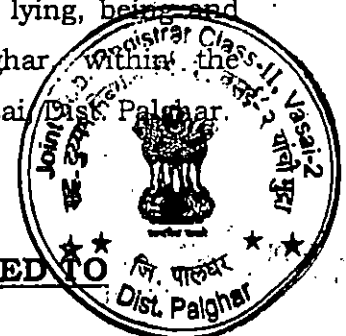
IN WITNESS WHEREOF THE PARTIES HEREINABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT FOR SALE IN THE PRESENCE OF ATTESTING WITNESSES, SIGNING AS SUCH ON THE DAY FIRST ABOVE WRITTEN.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT PIECE AND PARCELS OF the Non Agricultural lands (1) Survey No.231 (Old Survey No.17), Hissa No.2, area admeasuring 2500 square meters, assessed at Rs.0-40 Paise, (2) area admeasuring 100 square meters, out of Survey No.231 (Old Survey No.17), Hissa No.7, total area admeasuring 400 square meters, assessed at Rs.0-06 Paise, (3) Survey No.231 (Old Survey No.17), Hissa No.8, area admeasuring 300 square meters, assessed at Rs.0-06 Paise, (4) area admeasuring 150 square meters, out of Survey No.231 (Old Survey No.17), Hissa No.9, total area admeasuring 300 square meters, assessed at Rs.0-06 Paise, (5) Survey No.231 (Old Survey No.17), Hissa No.10, area admeasuring 900 square meters, assessed at Rs.0-11 Paise, lying, being and situated at Village Naringi, Taluka Vasai, District. Palghar within the jurisdiction of Vasai Virar City Municipal Corporation, Tal. Vasai, Dist. Palghar.

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT DESCRIPTION OF the Flat No. 411 area admeasuring 29.60 square meters carpet area as per the Act, on the **Fourth floor**, of the Building known as "**Mrida Homes Hasha Heights**", Virar (East), Tal. Vasai, Dist. Palghar to be constructed on the land bearing (1) Survey No.231 (Old Survey No.17), Hissa No.2, 7, 8, 9, 10, of Village Narangi, within the jurisdiction of Vasai Virar City Municipal Corporation, Tal. Vasai, Dist. Palghar and within the area of Sub-Registrar at Vasai, Tal. Vasai, Dist. Palghar.



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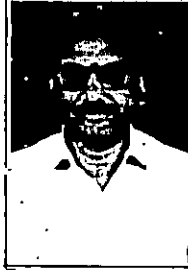
By the within named **"THE OWNER"**

MR. MAHESHWAR HASHA PATIL,

in the presence of Witnesses

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MHP

SEALED, SIGNED & DELIVERED

By the within named **"THE PURCHASER"**

1) MR. TUSHAR BABAN HUMANE,

2) MRS. TANVI TUSHAR HUMANE,

in the presence of Witnesses

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SEALED, SIGNED & DELIVERED

By the within named **"THE PROMOTER**

CONFIRMING PARTY"

M/S. FIN WHALES LIFESTYLE LLP.

through its partner

MR. ANKUR DEVDAS BHOGESARA

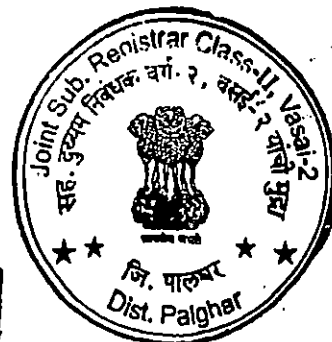
in the presence of Witnesses

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Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :
P99000026476

Project: MRIDA HOMES HASHA HEIGHTS, Plot Bearing / CTS / Survey / Final Plot No.:231 HNO. 2,7,8,9,10 at Vasai, Palghar, 401305;

1. Fin Whales Lifestyle Llp having its registered office / principal place of business at Tehsil: Vasai, District: Palghar, Pin: 401305.
2. This registration is granted subject to the following conditions, namely:-
 - o The promoter shall enter into an agreement for sale with the allottees;
 - o 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;
 - o 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.
 - o The Registration shall be valid for a period commencing from 25/09/2020 and ending with 31/12/2026 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - o The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - o That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



Signature valid
Digitally Signed by
Dr. Vasant Premchand Prabhu
(Secretary, MahaRERA)
Date:25-09-2020 09:01:15

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

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VVCMC/TP/RDP/VP-5692/289/2021-22 Date: 14/07/2021
 Commencement Certificate No. VVCMC/TP/CC/VP-5692/187/2019-20 Dt.19/10/2019
 stands applicable to this approval of amended plans along with the following conditions:

- 1) This revised plan is valid for one year from the date of issue of commencement certificate for each building distinctively. The revalidation shall be obtained as per section 48 of MRTP Act, distinctively for each building.
- 2) The Occupancy Certificate for the buildings will be issued only after provision of potable water is made available to each occupant.
- 3) Notwithstanding anything contained in the commencement certificate condition it shall be lawful to the planning authority to direct the removal or alteration of any structures erected or use contrary to the provisions of this grant within the specific time.
- 4) The commencement certificate shall remain valid for a period of one year for the particular building under reference from the date of its issue (Clause 2.7.1 of Unified Development Control and Promotion Regulations-2020).
- 5) You shall submit detailed proposal in consultation with Engineering Department, Municipal Corporation for rain water harvesting and solid waste disposal to treat dry and organic waste separately by design department.
- 6) You shall construct the compound wall /Retaining as per site condition which will be design & supervised by certified structural engineer before Plinth Completion Certificate.
- 7) You shall provide the Rain Water Harvesting systems as per Govt. notification No.TB-432001/2133/CR-230/01/UD-11 dtd. 10/03/2005 & TPB-4307/396/CR-24/2007/UD-11 dtd. 06/06/2007 by appointing the Rain Water Consultants empanelled by VVCMC. Occupancy Certificate shall be granted after certification of Rain Water Harvesting systems by said empanelled consultant of VVCMC.
- 8) You have to fix a board of public notice regarding unauthorized covering of marginal open spaces before applying for occupancy certificate of next building as per the format finalized by Municipal Corporation.
- 9) You shall transport all the construction material in a good transport system and the material shall not be stacked in unhygienic / polluting condition/on road without permission of VVCMC.
- 10) You shall see that water shall not be stored to lead to unhygienic conditions like mosquito breeding/disease prone conditions.
- 11) You shall provide drainage, sewerage, water storage systems strictly to the satisfaction of Vasai-Virar City Municipal Corporation. Else occupancy certificate shall not be granted to you, which may please be noted.



मुख्य कार्यालय, विरार
विरार (पूर्व),

ता. वासई, जि. पालघर - ४०१ ३०५.

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फॅक्स : ०२५० - २५२५१०७
ई-मेल : vasalvirarcorporation@yahoo.com

जावक क्र. : व.वि.श.म.
दिनांक :

Date: 14/07/2021

WCMC/TP/RDP/VP-5692/289/2021-22
(Sr.No.1 X 0.50)

(b) Proposed F.S.I. On Payment Of Premium	0.00
14 In-Situ F.S.I. / TDR Loading	2664.315
(a) In-situ area against D.P.road (2.15xSr.No.5 (a),if any(801.20X2.15)	0.00
(b) In-situ area against Amenity Space if handed over (2.00 or 1.85 Sr.No 4 (b)and/or (C)	0.00
(c) TDR area	0.00
(d)Total in situ /TDR loading proposed (a)+(b)+(C)	0.00
15 Permissible Area including DR/TDR	1196.01
16 Approved BUA	
17 Total Entitlement of FSI in the proposal	1037.782
A) Balance Potential base FSI of plot	4144.49
B) Add. Permium BUA proposed	3524.476
C) Ancillary Area FSI upto 60% with Payment of Premium for residential use	8706.748
D) Total Entitlement for Potential FSI	
E) Total Entitlement	
18 Maximum Utilization limit of FSI (Building Potential) Permissible As per Road.	4.00
19 Total proposed P-Line area in proposal (FSI+Ancillary)=P-Line	7134.59

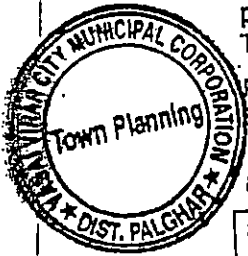
The commencement certificate shall remain valid for a period of one year for the particular building under reference from the date of its issue (As per Section 44 of MR & TP Act, 1966 and Clause 2.42 & 2.6.9 of Sanctioned D.C. Regulations-2001).

Please find enclosed herewith the proposed Residential Building on land bearing S.No.231, H.No.2,7,8,9 & 10 of Village: Naringl, Tal : Vasal, Dist: Palghar.

as per the following details:-

Sr. No.	Predominant Building	No. of Floors	No. of Flats	Built Up Area (in sq. mt.)
2	Residential	Gr+Stilt+15 Floors	208	5655.13 Sq.mt.

The revised plan duly approved here with supersedes all the earlier approved plans of the conditions of Commencement Certificate granted vide this office letter



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फैक्स : ०२५० - २५२५२०७

ई-मेल : vasalvirarcorporation@yahoo.com

जावक क्र. : व.वि.श.म.

दिनांक :

मुख्य कार्यालय, विरार

विरार (पूर्व),

ता. वसई, जि. पालघर - ४०१ ३०५.



Date: 14/07/2021

VVCMC/TP/RDP/VP-5692/289/2021-22

- 12) You shall develop the access road to the satisfaction of Vasal-Virar City Municipal Corporation as per the width as shown in the approved plan (D.P. Road/ access obtained as the case may be) before applying for Plinth Completion Certificate. You shall give detailed engineering report comprising reclamation level to be maintained, Storm Water drainage systems, sewerage systems and water supply (tank sizes etc) before applying for Plinth Completion Certificate.
- 13) You shall construct cupboard if any, as per UDCPR Regulation.
- 14) You shall provide Mosquito proof treatment in order to avoid Mosquito breeding to the satisfaction of VVCMC. Occupancy Certificate will not be granted if Mosquito treatment is not provided by providing Dr. Major Covells system of Mosquito-proofing to control Malaria to the satisfaction of VVCMC.
- 15) You shall provide two distinct pipelines for potable and for non-potable water.
- 16) You shall provide the Rain Water Harvesting systems as per Govt. notification No.TBA-432001/2133/CR-230/01/UD-11 dtd. 10/03/2005 & TPB-4307/396/CR-24/2007/UD-11 dtd. 06/06/2007 by appointing the Rain Water Consultants empanelled by VVCMC. Occupancy Certificate shall be granted after certification of Rain Water Harvesting systems by said empanelled consultant of VVCMC.
- 17) You shall construct the compound wall /Retaining as per site condition which will be design & supervised by certified structural engineer before Plinth Completion Certificate.
- 18) You shall submit subsoil investigation report for structural stability & Rain water harvesting purpose before Plinth completion Certificate.
- 19) You are responsible for the disputes that may arise due to Title/ Access matter. Vasal-Virar City Municipal Corporation is not responsible for any such disputes.
- 20) You shall provide flush tanks in all W.C/Tollets with dual valve system.
- 21) You shall do structural Audit for the buildings under reference after 30 years of completion as per Government of Maharashtra Act No.6 of 2009.
- 22) You shall plant the plants by taking the sapling/Plants available with Vasal Virar City Municipal Corporation. You shall contact DMC, Vasal-Virar City Municipal Corporation and shall plant the same as will be directed by DMC, VVCMC under intimation to this office.
- 23) You are responsible for obtaining various permissions from other authorities subsequent to grant of permission like revised N.A order, PWD NOC, NOC from Highway Authority, NOC from Railway, NOC from MSEB, NOC from Eco Sensitive Zone, TWLS, MOEF, CRZ/wetlands etc., as may be applicable and N.A TILR as required as per N.A order and other applicable compliances. If any of the compliances as per other Dept/Acts/ requirements are not done, only you shall face the consequence arising out of such lapse from your side and VVCMC is not responsible for the lapses from your side.

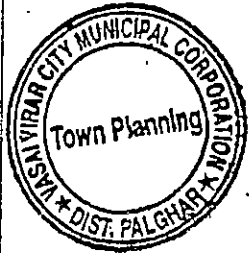


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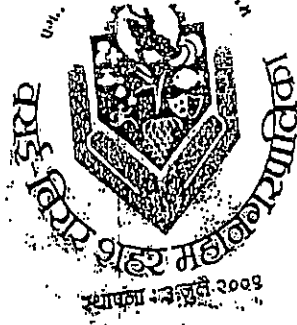
VVCMC/TP/RDP/VP-5692/2.89/2021-22

Date: 14/07/2021

- 24) You are responsible for complying with all conditions of N.A. order/sale permission / other permissions of other authorities including MOEF/CRZ/wetlands, TWLS etc. In case of any violation with reference to conditions of N.A. order / permissions of other Authorities, only you shall be responsible for the said violation and the same may call for actions by Concerned Authority as per their statutory provisions. Vasai Virar City Municipal Corporation has no role in the said matters. However, if any conditions pertaining to validity of said orders are not complied like validity of N.A. order etc. Only you are liable for any actions as may be contemplated by the said authority notwithstanding the permission granted by VVCMC as the same need to be ensured by Concerned Authority.
- 25) You shall take all precautionary measures as per various statutory provisions including provisions as contained in National Building code of India in order to avoid injury/loss to lives and property during construction and till the property is handed over to the subsequent legitimate owner of the property. If any such incident occurs you are responsible for the same and VVCMC is not responsible for your negligence, in providing various precautionary measures to avoid accidents leading to loss of life, injury or loss of property
- 26) The responsibility of obtaining any other statutory NOC as per other acts shall be with the applicant.
- 27) You are responsible for the disposal of Construction & Demolition Waste (debris) that may be generated during the demolition of existing structure & during the execution work of buildings.
- 28) You shall provide separate dust bins per wing of buildings for Dry & Wet waste & Composting unit as per MSW rules 2016 prior to Occupancy Certificate.
- 29) You shall abide by all conditions mentioned in MSW rules 2016 and guidelines/order about Solid Waste Management which needs to be implemented in your proposal from time to time as instructed by this office as per Swacch Bharat Mission and guidelines from VVCMC and State/Central Govt. You shall submit compliance report regarding the above before approaching this office for grant of Occupancy Certificate
- 30) VVCMC has asked IIT-Bombay and NEERI to prepare Comprehensive flood management plan by reviewing current development plan and past studies. The applicant shall have to adhere and do the necessary implementation as per recommendations of IIT Bombay and NEERI for flood management of Vasai Virar Sub region affecting for your layout.



मुख्य कार्यालय, विरार
विरार (पूर्व),
ता. वसई, जि. पालघर - ४०१ ३०५.



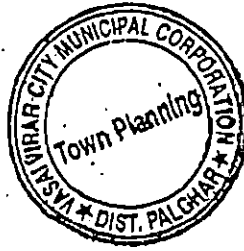
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दुखना : ०२२२२२२२	६०	९३९
ई-मेल : vasalvirar@vccmc.org.in, vasalvirar@vccmc.com		

जाबक क्र. : व.वि.रा.म.
दिनांक :

Date: 14/07/2021

VVCMC/TP/RDP/VP-5692/ 289/2021-22

- 31) You shall abide by all conditions mentioned in MSW rules 2016 and guidelines/order about Solid Waste Management which needs to be implemented in your proposal from time to time as instructed by this office as per Swacch Bharat Mission and guidelines from VVCMC and State/Central Govt. You shall submit compliance report regarding the above before approaching this office for grant of Occupancy Certificate.
- 32) You will be liable to pay any charges/areas with applicable interest for your proposal as and directed by VVCMC/any other competent authority.
- 33) You shall provide temporary toilet Blocks at site for labours/ Workers for the ongoing construction activity. The temporary constructed toilets blocks shall be demolished before final Occupancy Certificate.
- 34) You will be liable to pay any charges/areas with applicable interest for your proposal as and directed by VVCMC/any other competent authority.



Encl.: a/a.
c.c. to:

1. Asst. Commissioner, UCD,
Vasal-Virar city Municipal Corporation.
Ward office

Commissioner
Vasal Virar City Municipal Corporation
Certified that the above permission is
issued by Commissioner VVCMC, Virar.

Deputy Director,
VVCMC, Virar.



LAYOUT

SHEET 01/02

VP -5692

वसई क्र.-२

THIS PLAN SHALL NOT BE CONSIDERED AS PROOF OF OWNERSHIP FOR ANY DISPUTES IN ANY COURT OF LAW.

[Issued As per Approved by Commissioner]

Approved as amended in..... Subject to the Conditions mentioned in this Office Letter No. VVCMC/TP/- CC VP 5692/187/2019-20 Dated 19/10/2019



Deputy Director Town Planning Vasai-Virar City Municipal Corporation Vasai - Virar (E).

PROFORMA

CERTIFICATE OF AREA

certified the plot under reference was surveyed by me on..... and dimensions of as etc. of the plot stated on plan are as measured on site and the area worked out lies with the area stated in the document/ T.P Scheme Records Department/ City Survey Record.

Signature of Architect, Engineer & Structural Engineer

CERTIFICATE

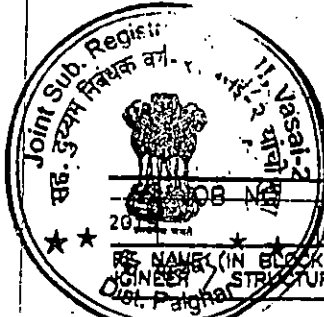
certified that the building plan submitted for approval satisfies the safety requirements structural having constructed in seismic zone III also certify that structural sign including safety from natural hazards has been prepared by duly qualified structural engineer at least B.E.Civil or equ.

DESCRIPTION OF PROPOSAL AND PROPERTY PROPOSED RESIDENTIAL BUILDING ON LAND BEARING S.NO.231 H.NO. 2,7,8,9 &10, AT VILLAGE-NARINGI TALUKA VASAI, DIST PALGHAR.

NAME OF OWNER/APPLICANT

MAHESHWAR H. PATIL

SIGNATURE OF OWNER



JOB NO. DRG NO. SCALE DRAWN BY CHECKED BY 2019 1 OF 2 VIJAY

NAME (IN BLOCK LETTERS) AND ADDRESS OF LICENSED SURVEYOR/ENGINEER/STRUCTURAL ENGINEER/SUPERVISOR OR ARCHITECT

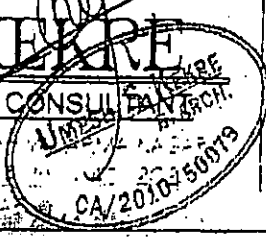
NORTH LINE



UMESH.S.KERRE

ARCHITECTURAL CONSULTANT

F-208, BLDG. NO. 18 AMBADI ROAD



VIJAY J. KORE

वसई क्र.-२		
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ADVOCATE B. COM, LL.B

FLAT NO. B/204, ESHAKRUPA CHS LTD. VEER SAVARKAR MARG, OPP. VIRAR MOTER, VIRAR (E), Pin- 401305

Dated :- 02/01/2019

TITLE CLEARANCE CERTIFICATE &
SEARCH REPORT

I have investigated the title of the land bearing survey no as follows :-

No	Survey No		Hiss No	Arca	Assess Rs. Paise
	Old	New		H. R. P	
1.	17	231	2	0-19-0 P.K 0-06-0	0.40
2.	17	231	7	0-01-0 Out of 0-03-0 P.K 0-01-0	0.06
3.	17	231	8	0-03-0	0.06
4.	17	231	9	0-01-5 Out of 0-03-0 P.K 0-01-0	0.06
5.	17	231	10	0-05-0 P.K 0-04-0	0.11

lying and situated at Village- Naringi, Tal- Vasai, Dist- Palghar, hereinafter referred to as the "said Property", is owned by **KUNTIBAI HASHA PATIL & OTHERS.**



(Handwritten signature)

VIJAY J. KORE
ADVOCATE B. COM, LL.B

वसई क्र.-२		
22884	4	98e
VIRAJ J. KORE		

2

FLAT NO. B/2D4, ESHAKRUPA CHS LTD, VEER SAVARKAR MARG, OPP. VIRAR MOTER, VIRAR (E), Pin-401305

ADVOCATE B. COM. LL.B

I have taken Search of the Said Property from the Office of Sub-Registrar Vasai Vide receipt No. 5150/2015, Dated- 08/04/2015 & Vide Receipt No. 70/2019, Dated- 02/01/2019, for the year from 1952 to 2018.

The findings are as under.

<u>Year</u>	<u>Remarks</u>
1952	TORN
1953	TORN
1954	TORN
1955	TORN
1956	TORN
1957	TORN
1958	TORN
1959	TORN
1960	TORN
1961	TORN
1962	TORN
1963	TORN
1964	TORN
1965	TORN
1966	TORN
1967	TORN
1968	TORN
1969	TORN
1970	TORN
1971	TORN
1972	TORN
1973	TORN
1974	TORN



(Signature)
VIRAJ J. KORB
 Advocate
 Flat No. B/2D4, Eshakrupa Chs Ltd
 Veer Savarkar Marg, Opp. Virar Moter,
 Virar (E), Pin-401305

VIJAY J. KORE

3


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ADVOCATE B. COM.LL.B

FLAT NO. B/204, ESHAKRUPA CHS LTD, VEER SAVARKAR MARG, OPP. VIRAR MOTER, VIRAR (E), Pin- 401305

1975	TORN
1976	TORN
1977	TORN
1978	TORN
1979	ENTRY
1980	ENTRY
1981	TORN
1982	NIL
1983	TORN
1984	TORN
1985	TORN
1987	NIL
1988	NIL
1989	NIL
1990	NIL
1991	NIL
1992	NIL
1993	NIL
1994	NIL
1995	NIL
1996	NIL
1997	NIL
1998	NIL
1999	NIL
2000	NIL
2001	NIL
2002	NIL
2003	NIL




VIJAY J. KORE
Advocate, High Court & CHS;
1/02, Eshakrupa Co-op. Housing Society,
Veer Savarkar Marg, Virar (E), Pin-401305.
Regd. No. MAH/37/1996
VIJAY J. KORE

VIJAY J. KORE

ADVOCATE B. COM. LL.B

FLAT NO. B/204, ESHAKRUPA CHS LTD, VEER SAVARKAR MARG, OPP. VIRAR MOTER, VIRAR (E), Pin- 401305

वसई क्र.-२			
		2004	NIL
28384	८८	998	ENTRY
	२०२४	2005	NIL
		2006	NIL
		2007	NIL
		2008	NIL
		2009	NIL
		2010	NIL
		2011	NIL
		2012	NIL
		2013	NIL
		2014	NIL
		2015	NIL
		2016	NIL
		2017	NIL
		2018	NIL

My Observation are as follows :-

- 1) Mr.Hasha Lakhama Patil, purchased the said Land Bearing Survey No.17(Old), 231(New), Hissa No.2, admeasuring area 0-19-0, H.R. P.K. 0-06-0. H. R. lying being and situated at Village-Naringi, Tal-Vasai, District-Paghar, from the Tahasildar Vide Tenancy Certificate No. TNC/ALT679 Dated:- 26/06/1979 with the Sub Registrar at Vasai-1 Under Serial No. 136, came on record by the virtues of the Mutation Entry effected with regard to said property.



VIJAY J. KORE
Advocate, High Court
1/02, Eshkrupa Comp. Hiss. No. 2
Veer Savarkar Marg,
Virar (E), Dist. Palghar
Pin-401305



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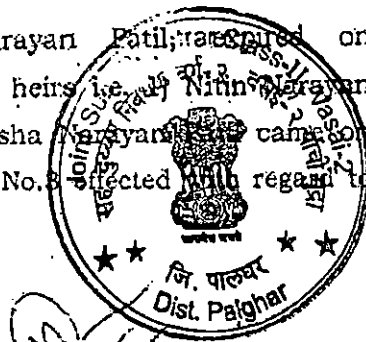
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VIJAY J. KORE

ADVOCATE B. COM. LL.B

PLAT NO. B/204, ESHAKRUPA CHS LTD, VEER SAVARKAR MARG, OPP. VIRAR MOTER, VIRAR (E), Pin- 401305

- 2) I say That Mr. Hari Patil was the owner of land bearing Survey No.17(Old), 231(New), Hissa No.8, admeasuring area 0-03-0, lying being and situated at village-Naringi, Taluka-Vasai, District-Paghar, Within the area of sub-registrar at vasai.
- 3) I say that Mr. Hari Patil, expired and after his death his legal heirs i.e. 1) Vithabai Alias Shantibai Hari Patil, 2) Vasudeo Hari Patil, 3) Narayan Hari Patil, 4) Rambai Joma Patil, 5)Bebibai Rama Patil, 6) Godavari Dattatray Bhoir, 7) Jayanti Suresh Bhoir, 8)Kamlibai Hari Patil, Come On Record.
- 4) I say that Mr.Narayan Hari Patil, expired on 10/05/1989, and after his death his legal heirs i.e. 1) Chandrabhaga Narayan Patil, 2)Nitin Narayan Patil, 3)Rohini Moreshwar Bhoir, 4) Aasha Narayan Patil, Came On record by the virtue of mutation entry no.2, effected with regard to said property.
- 5) I say That Smt.Kamlibai hari patil, unmarried, expired on 10/05/1989, and after his death His legal heirs i.e. 1) Vasudeo Hari Patil, 2) Nitin Narayan Patil, 3)Rohini Moreshwar Bhoir, 4)Aasha Narayan Patil, 5)Rambai. Joma Patil, 6) Bebibai Rama Patil, 7) Godavari Dattary Bhoir, 8)Jayanti Suresh Bhoir, came on record by virtue of the mutation entry No.1 effected with regard to said property.
- 6) I say that smt.Chandrabhaga Narayan Patil, expired on 14/05/1993. After his death his legal heirs i.e. 1) Nitin Narayan Patil, 2)Rohini Moreshwar Bhoir, 3)Aasha Narayan Patil, came on record by virtue of the mutation entry No.3 effected with regard to said property.



VIJAY J. KORB
 ADVOCATE B. COM. LL.B
 102, Ashokra Camp, H.No. 3029
 Veer Savarkar Marg,
 Virar (E) - 401305

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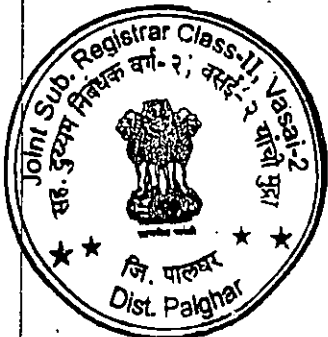
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VIJAY J. KORE

ADVOCATE B. COM.LL.B

FLAT NO. B/204, ESHAKRUPA CHS LTD, VEER SAVARKAR MARG, OPP. VIRAR MOTER, VIRAR (E), Pin- 401305

- 7) I say that smt. Vithabai Alias Shantabai Hari Patil., expired on 11/07/1993 after his death his legal heirs i.e. 1) Vasudeo Hari Patil, 2) Nitin Narayan Patil, 3) Rohini Moreshwar Bhoir, 4) Aasha Narayan Patil, 5) Rambai Joma Patil, 6) Bebibai Rama Patil, 7) Godavari Dattary Bhoir, 8) Jayanti Suresh Bhoir. Came on record by virtue of the Mutation Entry No.4 effected with regard to said property.
- 8) I say that. Mr.Hasha Lakhama Patil, purchased the said land bearing Survey No.17(Old), 231(New), Hissa No.8, admeasuring area 0-03-0, lying being and situated at village-Naringi, Taluka-Vasai, District-Paghar, from the owner Mr. Vasudeo Hari Patil & Others, vide conveyance deed dated-14/10/2005 with the sub-registrar at vasai-2, under serial No.05704/2005 came on record by the virtue of the Mutation Entry effected with regard to said property.
- 9) I say that, Mr. Nathu Katu Patil, was the owner of land bearing 1) Survey No. 17(Old), 231 (New), Hissa No. 7, admeasuring area 0-01-0, H.R, out of total area 0-03-0, H.R, P.K 0-01-0, 2) Survey No. 17(Old), 231 (New), Hissa No. 9, admeasuring area 0-01-5, H.R, out of total area 0-03-0, lying being and situated at Village- Naringi, Taluka Vasai, District Palghar, within the area of sub-registrar at Vasai.
- 10) I say that, Mr. Nathu Katu Patil, expired on 17/02/1953. And after his death his legal heirs i.e 1) Mr. Hira Nathu Patil, 2) Mr. Padman Nathu Patil, 3) Mr. Joma Patil, 4) Mr. Chintu Patil, 5) Mr. Rajo Patil, came on record by the virtue of the mutation entry no. 1397.



VIJAY J. KORE
 Advocate, High Court
 A-02, Eshakrupa Co-op. Hsg. Socy
 Veer Savarkar Marg,
 VIRAR (E)-401305.

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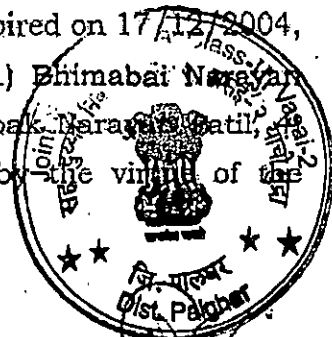
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VIJAY J. KORE

ADVOCATE B. COM.LL.B

FLAT NO. B/204, ESHAKRUPA CHS LTD, VEER SAVARKAR MARG, OPP. VIRAR MOTER, VIRAR (E), Pin- 401305

- 11) I Say that, Mr. Hira Nathu Patil, expired and after his death his legal heirs i.e Mr. Bhaskar Hira Patil, came on record by the virtue of the mutation entry no. 6062.
- 12) I Say that, Mr. Padman Nathu Patil, expired and after his death his legal heirs i.e 1) Sitaram Padman Patil, 2) Narayan Padman Patil, 3) Ganpat Padman Patil, 4) Parvati Laxman Gharat, 5) Shakuntala Ambo Patil, 6) Anusaya Chintaman Patil, 7) Gangubai Padman Patil, came on record by the virtue of the mutation entry no. 5506.
- 13) I Say that, Smt. Gangubai Padman Patil, expired and after his death his legal heirs i.e 1) Sitaram Padman Patil, 2) Narayan Padman Patil, 3) Ganpat Padman Patil, 4) Parvati Laxman Gharat, 5) Shakuntala Ambo Patil, 6) Anusaya Chintaman Patil, came on record by the virtue of the mutation entry no. 12.
- 14) I Say that, Mr. Sitaram Padman Patil, expired on 31/07/2003, and after his death his legal heirs i.e 1) Ramabai Sitaram Patil, 2) Kishor Sitaram Patil, 3) Vishvas Sitaram Patil, 4) Satish Sitaram Patil, 5) Jayashri Jaywant Patil, came on record by the virtue of the mutation entry no. 342.
- 15) I Say that, Mr. Narayan Padman Patil, expired on 17/12/2004, and after his death his legal heirs i.e 1) Bhimabai Narayan Patil, 2) Dayanand Narayan Patil, 3) Dipak Narayan Patil, Nilam Narayan Patil, came on record by the virtue of the mutation entry no. 343.



VIJAY J. KORE

Advocate, High Court
 A-1, 20th Floor, Court House, 1st
 Floor, Court House,
 High Court Building

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VIJAY J. KORE

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ADVOCATE B.COM.LL.B

FLAT NO. B/204, ESHAKRUPA CHS LTD. VEER SAVARKAR MARG. OPP. VIRAR MOTER, VIRAR (E), Pin- 401305

- 16) I Say that, Mr. Rajo Ganu Patil, expired on 29/03/1997, and after his death his legal heirs i.e 1) Namubai Rajo Patil, 2) Suresh Rajo Patil, 3) Sanjay Rajo Patil, 4) Hirubai Harishchandra Patil, 5) Sukribai Vasudeo Patil, came on record by the virtue of the mutation entry no. 11.
- 17) Mr. Hasha Lakhama Patil, Purchased the said land bearing 1) Survey No. 17(Old), 231 (New), Hissa No. 7, admeasuring area 0-01-0, H.R, out of total area 0-03-0, H.R, P.K 0-01-0, 2) Survey No. 17(Old), 231 (New), Hissa No. 9, admeasuring area 0-01-5, H.R, out of total area 0-03-0, lying being and situated at Village- Naringi, Taluka Vasai, District Palghar, from the owner Mr. Bhaskar Hira Patil & Others, vide Conveynce dated 28/12/2005. with the Sub-Registrar at Vasai, under Serial No. 07411/2005, came on record by the virtue of the Mutation Entry No. 356 effected with regard to Said Property.
- 18) I say that Mr. Janu Kalya Bhoir, was the owner of land bearing Survey No. 17(Old), 231 (New), Hissa No. 10, admeasuring area 0-05-0, H.R, P.K 0-04-0, lying being and situated at Village- Naringi, Taluka Vasai, District Palghar, within the area of sub-registrar at Vasai.
- 19) Mr. Hasha Lakhama Patil, Purchased the said land bearing Survey No. 17(Old), 231 (New), Hissa No. 10, admeasuring area 0-05-0, H.R, P.K 0-04-0, lying being and situated at Village- Naringi, Taluka Vasai, District Palghar, from the owner Mr. Janu Kalya Bhoir, vide Conveynce dated 13/03/1980. came on record by the virtue of the Mutation Entry No. 5697 effected with regard to Said Property.



VIJAY J. KORE
Advocate
A, 22, Eshakrupa Chs Ltd
Veer Savarkar Marg,
Virar (E) 401305.

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VIJAY J. KORE

ADVOCATE B. COM. LL. B

FLAT NO. B/204, ESHAKRUPA CHS LTD, VEER SAVARKAR MARG, OPP. VIRAR MOTER, VIRAR (E), Pin- 401305

20) I say that, MR. HASHA LAKHAMA PATIL, was the owner of land bearing (1) Survey No. 17(Old), 231 (New), Hissa No. 2, admeasuring area 0-19-0, H.R, P.K 0-06-0, (2) Survey No. 17(Old), 231 (New), Hissa No. 7, admeasuring area 0-01-0, H.R, out of total area 0-03-0, H.R, P.K 0-01-0, (3) Survey No. 17(Old), 231 (New), Hissa No. 8, admeasuring area 0-03-0, H.R, (4) Survey No. 17(Old), 231 (New), Hissa No. 9, admeasuring area 0-01-5, H.R, out of total area 0-03-0, (5) 1) Survey No. 17(Old), 231 (New), Hissa No. 10, admeasuring area 0-05-0, H.R, P.K 0-04-0, lying being and situated at Village-Naringi, Taluka Vasai, District Palghar, within the area of Sub-Registrar at Vasai.

21) I say that, MR. HASHA LAKHAMA PATIL, expired, and after his death his legal heirs i.e 1) Smt. Kuntibai Hasha Patil, 2) Mr. Maheshwar Hasha Patil, 3) Mr. Ranjan Hansha Patil, 4) Mrs. Smita Subhash Patil, 5) Mrs. Suman Mohan Gharat, 6) Mrs. Daksha Chandrakant Patil, 7) Mrs. Shradha Sanjay Mhatre, 8) Mrs. Nirimala Ravindra Mhatre 9) Mrs. Bharati Rajesh Gawad, 10) Mrs. Aruna Atul Mhatre, 11) Mrs. Mamta Kailas Dhangar, came on record by the virtue of the Mutation Entry No. 695 effected with regard to Said Property.

22) During the relevant year I have not found any registered encumbrance on the said property. Therefore on the basis of 7/12 extract, Title Deed, Mutation entries, and search of provided by the search clerk, I am of the opinion that the title of the said property Land bearing (1) Survey No. 17(Old), 231 (New), Hissa No. 2, admeasuring area 0-19-0, H.R, P.K 0-06-0,



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VIJAY J. KORE

ADVOCATE B. COM.LL.B

FLAT NO. B/204, ESHAKRUPA CHS LTD, VEER SAVARKAR MARG, OPP. VIRAR MOTER, VIRAR (E), Pin- 401305

(2) Survey No. 17(Old), 231 (New), Hissa No. 7, admeasuring area 0-01-0, H.R, out of total area 0-03-0, H.R, P.K 0-01-0, (3) Survey No. 17(Old), 231 (New), Hissa No. 8, admeasuring area 0-03-0, H.R, (4) Survey No. 17(Old), 231 (New), Hissa No. 9, admeasuring area 0-01-5, H.R, out of total area 0-03-0, (5) 1) Survey No. 17(Old), 231 (New), Hissa No. 10, admeasuring area 0-05-0, H.R, P.K 0-04-0, lying being and situated at Village-Naringi, Tal-vasai, Dist-Palghar, is clear, marketable and free from any registered encumbrance.

DATED 02 DAY OF JAN 2019



ADV. VIJAY J. KORE

VIJAY J. KORE

Advocate, H.S. Sec-1
V.L. Eshakrupa Corp. H.S. Sec-2
Veer Savarkar Marg,
Virar (E) Dist. Palghar



VIJAY J. KORE

1

ADVOCATE B. COM.LL.B

FLAT NO. B/204, ESHAKRUPA CHS LTD, VEER SAVARKAR MARG, OPP. VIRAR MOTER, VIRAR (E), Pin- 401305

वसई क्र.- २

Dated : 30/07/2021

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२०२४ TITLE CLEARANCE CERTIFICATE & SEARCH REPORT

I have investigated the title of the land bearing survey no as follows :-

No	Survey No		Hiss No	Area	Assess
	Old	New		H. R. P	Rs. Paise
1.	17	231	2	0-19-0 P.K 0-06-0	0.40
2.	17	231	7	0-01-0 Out of 0-03-0 P.K 0-01-0	0.06
3.	17	231	8	0-03-0	0.06
4.	17	231	9	0-01-5 Out of 0-03-0 P.K 0-01-0	0.06
5.	17	231	10	0-05-0 P.K 0-04-0	0.11

lying and situated at Village- Naringi, Tal- Vasai, Dist- Palghar, hereinafter referred to as the "said Property", is owned by SMT. KUNTIBAI HASHA PATIL & OTHERS.

VIJAY J. KORE

Advocate, High Court
1/02, Ishkrupa Co-op. Hsg. Socy
Veer Savarkar Marg,
VIRAR (East) 401 303



2
VIJAY J. KORE

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ADVOCATE B. COM. LL.B.
FLAT NO. B/204, ESHAKRUPA CHS LTD. VEER SAVARKAR MARG, OPP. VIRAR MOTER, VIRAR (E), Pin- 401305

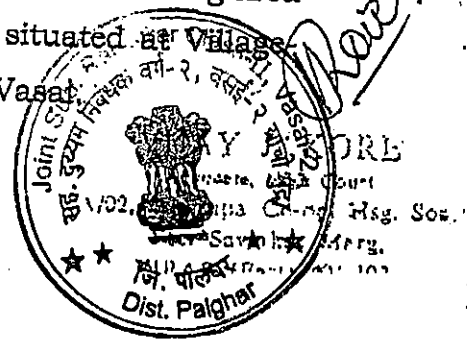
I have taken Search of the Said Property from the Office of Sub-Registrar Vasai Vide receipt No. 10663/2021, Dated- 30/07/2021, for the year from 2019 to 2021.

The findings are as under.

<u>Year</u>	<u>Remarks</u>
2019	NIL
2020	NIL
2021	ENTRY

My Observation are as follows :-

1) Smt. Kuntibai Hasha Patil, 2) Mr. Maheshwar Hasha Patil, 3) Mr. Ranjan Hansha Patil, 4) Mrs. Smita Subhash Patil, 5) Mrs. Suman Mohan Gharat, 6) Mrs. Daksha Chandrakant Patil, 7) Mrs. Shradha Sanjay Mhatre, 8) Mrs. Nirmala Ravindra Mhatre 9) Mrs. Bharati Rajesh Gawad, 10) Mrs. Aruna Atul Mhatre, 11) Mrs. Mamta Kailas Dhangar, is the owner of land bearing (1) Survey No. 17(Old), 231 (New), Hissa No. 2, admeasuring area 0-19-0, H.R, P.K 0-06-0, (2) Survey No. 17(Old), 231 (New), Hissa No. 7, admeasuring area 0-01-0, H.R, out of total area 0-03-0, H.R, P.K 0-01-0, (3) Survey No. 17(Old), 231 (New), Hissa No. 8, admeasuring area 0-03-0, H.R, (4) Survey No. 17(Old), 231 (New), Hissa No. 9, admeasuring area 0-01-5, H.R, out of total area 0-03-0, (5) 1) Survey No. 17(Old), 231 (New), Hissa No. 10, admeasuring area 0-05-0, H.R, P.K 0-04-0, lying being and situated at Village Naringi, within the area of sub-registrar at Vasai.



VIJAY J. KORE

FLAT NO. B/204, ESHAKRUPA CHS LTD, VEER SAVARKAR MARG, OPP. VIRAR MOTER, VIRAR (E), Pin- 401305
 ADVOCATE B. COM.LL.B

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M/S. FIN WHALES LIFESTYLE LLP, a registered partnership Firm, Develop the said land bearing (1) Survey No. 17(Old), 231 (New), Hissa No. 2, admeasuring area 0-19-0, H.R, P.K 0-06-0, (2) Survey No. 17(Old), 231 (New), Hissa No. 7, admeasuring area 0-01-0, H.R, out of total area 0-03-0, H.R, P.K 0-01-0, (3) Survey No. 17(Old), 231 (New), Hissa No. 8, admeasuring area 0-03-0, H.R, (4) Survey No. 17(Old), 231 (New), Hissa No. 9, admeasuring area 0-01-5, H.R, out of total area 0-03-0, (5) 1) Survey No. 17(Old), 231 (New), Hissa No. 10, admeasuring area 0-05-0, H.R, P.K 0-04-0, lying being and situated at Village- Naringi, Tal-Vasai, Dist- Palghar, from the Owner 1) Smt. Kuntibai Hasha Patil, 2) Mr. Maheshwar Hasha Patil, 3) Mr. Ranjan Hansha Patil, 4) Mrs. Smita Subhash Patil, 5) Mrs. Suman Mohan Gharat, 6) Mrs. Daksha Chandrakant Patil, 7) Mrs. Shradha Sanjay Mhatre, 8) Mrs. Nirmala Ravindra Mhatre 9) Mrs. Bharati Rajesh Gawad, 10) Mrs. Aruna Atul Mhatre, 11) Mrs. Mamta Kailas Dhangar, vide development Agreement dated 05/02/2021, with the Sub-Registrar at Palghar, under Serial No. VSI-2-1810/2021, dated- 05/02/2021.

- 2) The said Owner 1) Smt. Kuntibai Hasha Patil, & Others, also executed an irrevocable Power of Attorney in favour of M/S. FIN WHALES LIFESTYLE LLP, dated 05/02/2021, with the office of sub-registrar of Palghar.

Vijay J. Kore

VIJAY J. KORE

Advocate, High Court
 1/02, Ishkrupa Co-op Hsg. Soc.
 Veer Savarkar Marg,
 VIRAR (East) 401 303



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VIJAY J. KORE

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ADVOCATE B. COM. LL.B
FLAT NO. B/204, ESHAKRUPA CHS LTD, VEER SAVARKAR MARG, OPP. VIRAR MOTER, VIRAR (E), Pin- 401305

- 3) During the relevant year I have not found any registered encumbrance on the said property. Therefore on the basis of 7/12 extract, Title Deed, Mutation entries, and search of provided by the search clerk, I am of the opinion that the title of the said property Land bearing (1) Survey No. 17(Old), 231 (New), Hissa No. 2, admeasuring area 0-19-0, H.R, P.K 0-06-0, (2) Survey No. 17(Old), 231 (New), Hissa No. 7, admeasuring area 0-01-0, H.R, out of total area 0-03-0, H.R, P.K 0-01-0, (3) Survey No. 17(Old), 231 (New), Hissa No. 8, admeasuring area 0-03-0, H.R, (4) Survey No. 17(Old), 231 (New), Hissa No. 9, admeasuring area 0-01-5, H.R, out of total area 0-03-0, (5) 1) Survey No. 17(Old), 231 (New), Hissa No. 10, admeasuring area 0-05-0, H.R, P.K 0-04-0, lying being and situated at Village-Naringi, Tal-vasai, Dist-Palghar, is clear, marketable and free from any registered encumbrance.

DATED 30 DAY OF .0.7.2021


ADV. VIJAY J. KORE

VIJAY J. KORE
Advocate, High Court
A/02, Eshakrupa Chs. Hsg. Soc.
Veer Savarkar Marg,
VIRAR (East) 401305



वसई क्र. २
दस्ता क्रमांक ८०८००/२०२१
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वसई क्र.-२		
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: POWER OF ATTORNEY :

TO ALL TO WHOM THESE PARESENTS SHALL COME, We 1) MR. RANJAN HASHA PATIL , Age 41 Year, 2) MR. ANKUR DEVDAS BHOGESARA, Age 27 Year, 3) MR. ALTAF INAYATALI MOTANI, Age 38 Year, having business office at - Shop No. 3, Kunti Sadan, Below Shree Mangal Karyalya Hall, Veer Savarkar Marg, Virar-(E), Tal. Vasai, Dist- Palghar. do here by :-

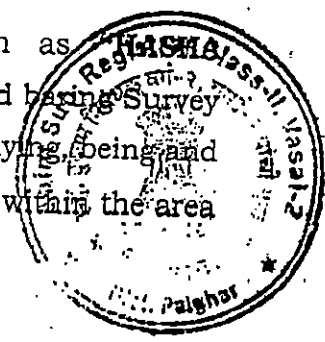
: Send Greeting :

W H E R E A S :-

a) We are the Partner of M/S. FIN WHALES LIFESTYLE LLP, a Partnership Firm, having its business office at- Shop No. 3, Kunti Sadan, Below Shree Mangal Karyalya Hall, Veer Savarkar Marg, Virar-(E); Tal. Vasai, Dist- Palghar. and doing the business of builder and developers.



b) We are constructing a Building known as HEIGHTS, Residential Building Constructed on land bearing Survey no. 17 (Old), 231 (New), Hissa No. 2, 7, 8, 9 & 10, lying being and situate at Village- Naringi, Tal- vasai, Dist- Palghar, within the area of sub-registrar at vasai.



c) On account of our preoccupation it is not possible for us to attend, manage, supervise or look after the day management of the said business.

Handwritten signatures: Prathmesh, and other illegible signatures.

दस्तावेज क्र. -
83/92

NOW, THEREFORE, THESE PRESENTS WITNESSES AND We

1) MR. RANJAN HASHA PATIL, 2) MR. ANKUR DEVDAS
RHOGESARA, 3) MR. ALTAF INAYATALI MOTANI, Partners of

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2028

M/S. FIN WHALES LIFESTYLE LLP, do hereby irrevocably
appoint 1) MR. PRATHMESH PRAKASH KARLE, age ... year, AND

2) MR. SURAJ PUTTANNA KARKERA, age ... year Residing at-
Shop No. 3, Kunti Sadan, Below Shree Mangal Karyalya Hall, Veer
Savarkar Marg, Virar-(E), Tal-Vasai, Dist-Palghar. to be my agent
and true and lawful attorney for me in my name and on my behalf
to do and execute or cause to be done and executed all or any of
the following acts, deeds, matters and things that is to say :-

1. TO PRESENT agreement for Sale, correction lease, assignment, supplementary agreement of flat's, Shop's, unit's, amenities agreement in the said building or any other documents executed by me for registration, admit execution or otherwise perfect of cause to be registered and perfected any agreement, correction, Cancellation, lease assignment of surrender or other instrument and assurance which may be executed and signed by me.
2. THIS power of Attorney is given for registration of the document executed by me and not to sign or execute any document.
3. THIS Power of Attorney is revocable and can be revoke at any time given notice to the attorney.

IN WITNESS WHEREOF I, HAVE HEREONTO SET AND
SUBSCRIBED MY RESPECTIVE HANDS AND SIGNATURE ON THIS
01...DAY OF ... 2021



[Handwritten signature]

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[Handwritten signature: Prathmesh]



वसई क्र. २
 दस्त, क्रमांक 6060 12028
 9 192

SIGNED, SEALED AND DELIVERED

By the withinnamed Executant

- 1) MR. RANJAN HASHA PATIL,
- 2) MR. ANKUR DEVDAS BHOGESARA,

3) MR. ALTAF INAYATALI M

Partners of

M/S. FIN WHALES LIFESTYLE LLP,

In the presence of

- 1.
- 2.

Accepted

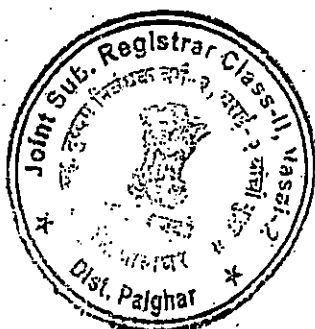
- 1) MR. PRATHMESH PRAKASH KARLE,
- 2) MR. SURAJ PUTTANNA KARKERA,

In the presence of

- 1.
- 2.



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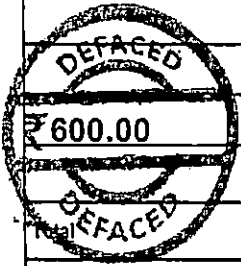




CHALLAN
MTR Form Number-6



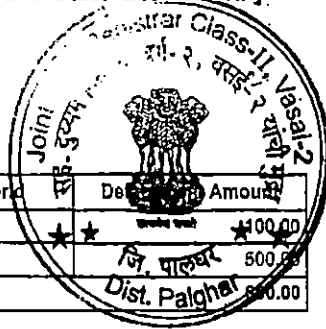
GRN	MH011663919202324E	BARCODE	Date		28/11/2023-18:25:50	Form ID	48(7)
Department	Inspector General Of Registration		Payer Details				
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (if Any)	वसई क्र.-२				
Office Name	VSI2_VASAI NO 2 JOINT SUB REGISTRAR	PAN No.(if Applicable)	२९३०५ ९९५ ९३९				
Location	PALGHAR	Full Name	PRATHAMESH PRAKASH KARLE				
Year	2023-2024 One Time	Flat/Block No.	२०२४				
Account Head Details	Amount In Rs.	Premises/Building	POWER OF ATTORNEY				
0030048401 Stamp Duty	500.00	Road/Street	NARINGI ROAD				
0030063301 Registration Fee	100.00	Area/Locality	VIRAR				
		Town/City/District					
		PIN	4 0 1 3 0 5				
		Remarks (if Any)	SecondPartyName=MAHESHWAR HASHA PATIL-				
		Amount In	Six Hundred Rupees Only				
		Words	600.00				
Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK					
Cheque/DD Details		Bank CIN	Ref. No.	69103332023112820828 2840535902			
Cheque/DD No.		Bank Date	RBI Date	28/11/2023-18:26:34 Not Verified with RBI			
Name of Bank		Bank-Branch	IDBI BANK				
Name of Branch		Scroll No. , Date	Not Verified with Scroll				



Department ID : Mobile No. : 9226205728
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
याचर घडन केवल दृष्टान निबंधक कार्यालयात नोंदणी करण्याच्या दस्तऐवादी लागू आहे. नोंदणी न करण्याच्या दस्तऐवादी चढवू नये.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	User	Defaced Amount
1	(IS)-80-21205	0006069124202324	28/11/2023-13:27:38	IGR134	100.00
2	(IS)-80-21205	0006069124202324	28/11/2023-13:27:38	IGR134	500.00
Total Defacement Amount					600.00



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२०२३		



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 २०२३

वसई क्र.-२
 २९३४५ ९९८ ९३९
 Date 28/11/2023 8:25:50 Form D 48(I)
 २०२४
 Payer Details

CHALLAN
 MTR Form Number-6

GRN MH011563919202324E	BARCODE	Date 28/11/2023 8:25:50 Form D 48(I)	
Department Inspector General Of Registration	Payer Details		
Type of Payment Stamp Duty	TAX ID / TAN (If Any)		
Type of Payment Registration Fee	PAN No.(If Applicable)		
Office Name VSI2_VASAI NO 2 JOINT SUB REGISTRAR	Full Name	PRATHAMESH PRAKASH KARLE	
Location PALGHAR	Flat/Block No.	POWER OF ATTORNEY	
Year 2023-2024 One Time	Premises/Bullding		
Account Head Details	Amount In Rs.	Road/Street	NARINGI ROAD
0030046401 Stamp Duty	500.00	Area/Locality	VIRAR
0030063301 Registration Fee	100.00	Town/City/District	
		PIN	4 0 1 3 0 5
		Remarks (If Any)	SecondPartyName=MAHESHWAR HASHA PATIL-
		Amount in	Six Hundred Rupees Only
Total	600.00	Words	
Payment Details IDBI BANK	FOR USE IN RECEIVING BANK		
Cheque-DD Details	Bank CIN	Ref. No.	6910333202811287882 2840535902
Cheque/DD No.	Bank Date	RBI Date	28/11/2023 26:34 Verified with RBI
Name of Bank	Bank-Branch	Scroll No. , Date	IDBI BANK Not Verified with Scroll
Name of Branch			Mobile No. : 9226205728

Department ID :
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for Disregistered document.
 सदर चालन फॉर्मल दृष्टान निबंधक कार्यालयात नोंदणी करायच्या दस्तऐवजासाठी लागू आहे. नोंदणी न करता येईल. दस्तऐवजासाठी सदर चालन लागू नाही.



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WHEREAS :-
a) On account of my preoccupation it is not possible for me to Deal, attend, manage, supervise or look after the day management of the my all

OWN Property. वसई क्र. - २		
22884	922	930
2028 MR MAHESHWAR HASHA PATIL		

NOW, THEREFORE, THESE PRESENTS WITNESSES AND I
MR MAHESHWAR HASHA PATIL, do hereby irrevocably appoint
MR. PRATHAMESH PRAKASH KARLE, age 22 year, Residing at- Room
No.307, Third Floor, Snehgandha Apartment, Veer Savarkar Marg, Virar
East, Vasai, Palghar-401305. to be my agent and true and lawful attorney
for me in my name and on my behalf to do and execute or cause to be done
and executed all or any of the following acts, deeds, matters and things that
is to say :-

1. TO PRESENT agreement for Sale & Purchase, Conveyance Deed, Development Agreement, Release Deed, Leave and License, correction lease, assignment, supplementary agreement and all Legal Documents of flat's, Shop's, unit's, amenities agreement Owned by me or any other documents executed by me for registration, admit execution or otherwise perfect of cause to be registered and perfected any agreement, correction, Cancellation, lease assignment of surrender or other instrument and assurance which may be executed and signed by me.



THIS power of Attorney is given for registration of the document executed by me and not to sign or execute any document.

3. THIS Power of Attorney is revocable and can be revoke at any time given notice to the attorney.

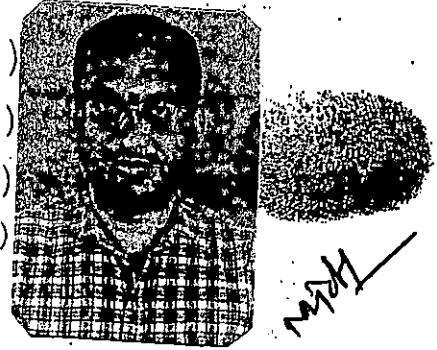
MHM

Prathmesh

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IN WITNESS WHEREOF I, HAVE HEREUNTO
 SUBSCRIBED MY RESPECTIVE HANDS AND SIGNATURE ON THIS
 29th DAY OF Nov.....2023.

SIGNED, SEALED AND DELIVERED
 By the with in named Executant
MR. MAHESHWAR HASHA PATIL,
 In the presence of



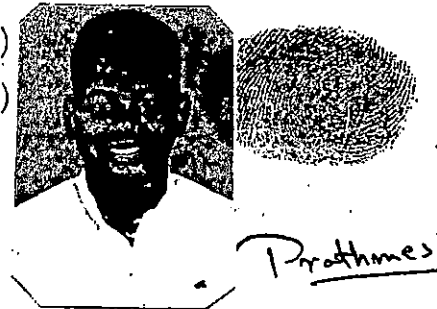
1.

2.

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SIGNED, SEALED AND DELIVERED
 Accepted

MR. PRATHAMESH PRAKASH KARLE,
 In the presence of



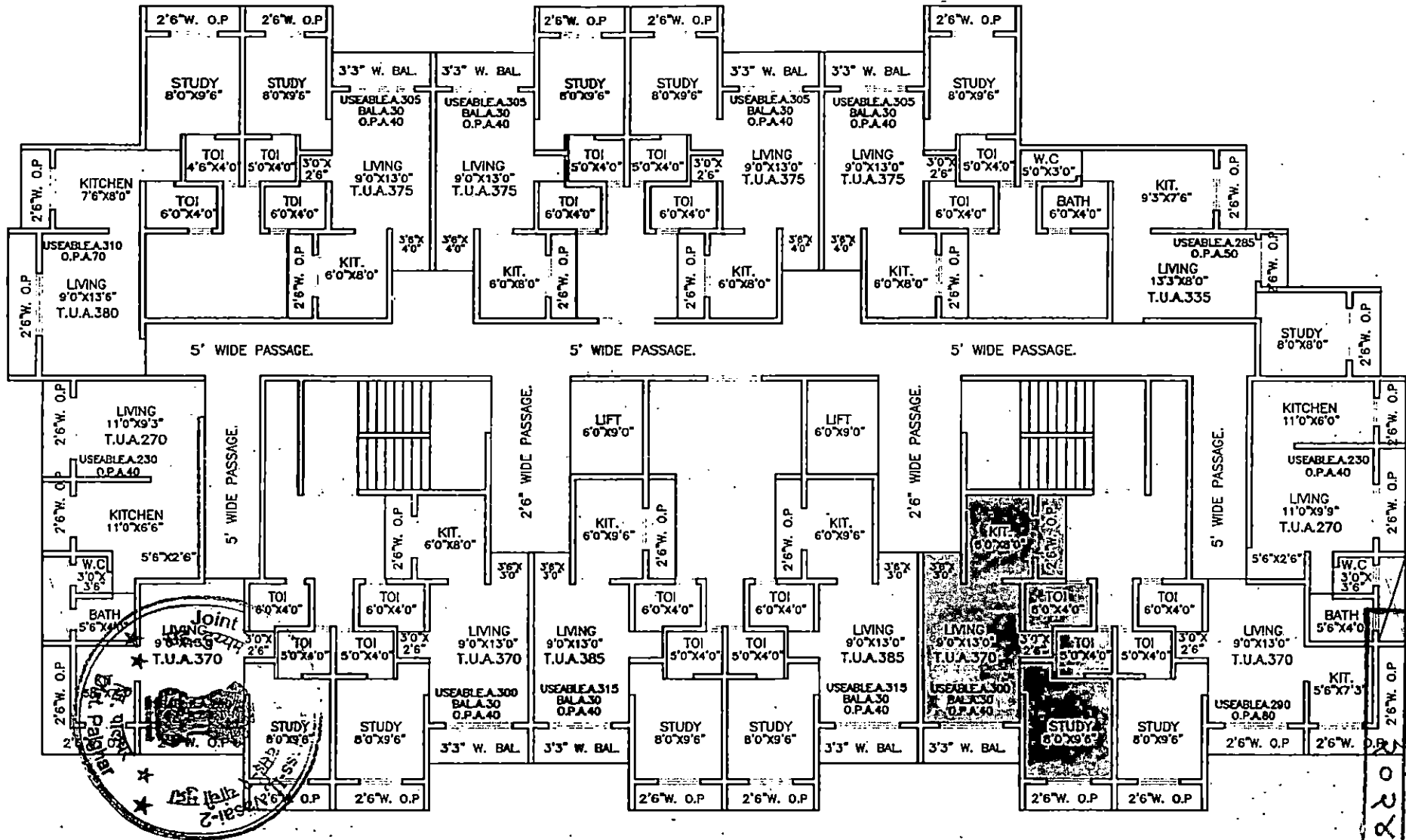
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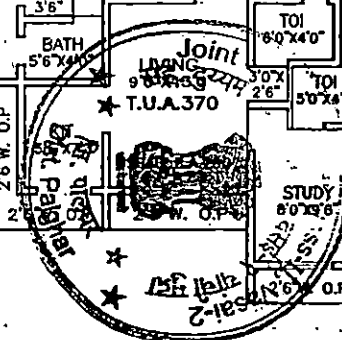
PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT



TYPICAL FLOOR PLAN
 4TH TO 7TH, 9TH TO 12 & 14TH TO 15TH FLOOR
 PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

Handwritten notes:
 D.V.
 1/10/11
 Ahmed
 Humans



25384	939	998
2028		

FLAT NO.
 411

वर्ग क्र. - २

गावाचे नाव : नारीगी

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	3161000
(3) वाजारभाव(भाडेपट्ट्याच्या वावतिनपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	1458688
(4) भू-मापन, पोटहिस्सा व घग्गक्रमांक(असल्यास)	1) पालिकेचे नाव:पालघर इतर वर्णन : , इतर माहिती: , इतर माहिती: गाव मौजे:- नारीगी, विभाग:-6, सर्वे नं. 231(जुना सर्वे नं.17), हिस्सा नं. 2,7,8,9,10, सदनिका क्र.411, चौथा मजला, घिदा हौम्म हाशा हार्ड्ट्स, नारीगी रोड, विरार(पु), ता- वसई, जि- पालघर-401305, क्षेत्र 29.60 चौरस मीटर्स कार्पेट एरिया(सर्वे नं. 231(जुना सर्वे नं.17), हिस्सा नं. 2,7,8,9,10)--((Survey Number : 231 (Old Survey No.17), Hissa No.2,7,8,9,10 ;))
(5) क्षेत्रफळ	1) 29.60 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा,	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-महेश्वर हाशा पाटील तर्फे कु.मु.प्रथमेश कर्ले - वय:-21; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: शॉप नं. ११, कुंती सदन, श्री मंगल कार्यालय हॉलच्या खाली, वीर सावरकर मार्ग, विरार(पु), वसई, पालघर-, महाराष्ट्र, ठाणे. पिन कोड:-401305 पॅन नं:-AGGPP7201A 2): नाव:-मान्यता देणार मे फिनव्हेलस लाईफस्टाईल्सएलएलपी तर्फे भागीदार अंकुर देवदास भोगेसारा कु.मु.प्रथमेश कर्ले - वय:-21; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: शॉप नं. ११, कुंती सदन, श्री मंगल कार्यालय हॉलच्या खाली, वीर सावरकर मार्ग, विरार(पु)-, महाराष्ट्र, ठाणे. पिन कोड:-401305 पॅन नं:-AAGFF4173K
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:-तुषार बबन हुमणे - वय:-32; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: गुरववाडी, पाचेरी आगर, गुहागर, रत्नागिरी, महाराष्ट्र-, महाराष्ट्र, रत्नागिरी. पिन कोड:-415726 पॅन नं:-AHEPH1165Q 2): नाव:-तन्वी तुषार हुमणे - वय:-28; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: गुरववाडी, पाचेरी आगर, गुहागर, रत्नागिरी, महाराष्ट्र-, महाराष्ट्र, रत्नागिरी. पिन कोड:-415726 पॅन नं:-CPMPN1193L
(9) दस्तऐवज करून दिल्याचा दिनांक	11/12/2024
(10) दस्त नोंदणी केल्याचा दिनांक	11/12/2024
(11) अतुक्रमांक, खंड व पृष्ठ	26345/2024
(12) वाजारभावाप्रमाणे मुद्रांक शुल्क	221270
(13) वाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

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