पावती

Original/Duplicate

2018, 26 Thursday, July 26

नोंदणी क्रं. :39म

11:11 AM

Regn.:39M

पावती क्रं.: 7970

दिनांक: 26/07/2018

गावाचे नाव: मोरीवली

दस्तऐवजाचा अनुक्रमांक: उहन3-6115-2018

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: - - विजय यशवंत लोटणकर

नोंदणी फी दस्त होताळणी फी र. 30000.00

₹. 1840.00

पृष्ठांची संख्या: 92

एंकूण:

₹. 31840.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 11:16 AM ह्या वेळेस मिळेल.

iub Registrar <del>U</del>

बाजार मुल्य: रु.2627000 /-मोबदला रु.4371000/-

भरलेले मुद्रांक शुल्क : रु. 262300/-

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH002931553201819R दिनांक: 20/06/2018

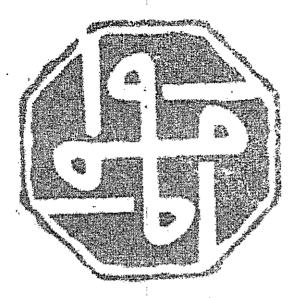
बँकेचे नाव व पत्ता: IDBI

2) देयकाचा प्रकार: DHC रक्कम: रु.1840/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 2607201800612 दिनांक: 26/07/2018

बँकेचे नाव व पत्ता:

Hotankon



26/07/2018

सूची क्र.2

द्य्यम निबंधक : सह दु.नि.उल्हासनग्र 3

दस्त क्रमांक : 61़15/2018

नोदंणी :

Regn:63m

# गावाचे नाव: मोरीवली

(1)विलेखाचा प्रकार

4371000

(2)मोबदला

2627000

करारनामा

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)

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

1) पालिकेचे नाव:अंबरनाथ इतर वर्णन :, इतर माहिती: , इतर माहिती: विभाग क्र. 2/10 सी 6/2),मौजे - मोरीवली,अंबरनाथ पुर्व,तालुका अंबरनाथ,जिल्हा ठाणे येथील प्लॉट नं. आर एच - 1 यावरील बांधलेल्या "निसर्ग ग्रीन्स" मधील "ऑर्चीड बी",बिल्डींग नं. 4,निवासी सदनिका नं. 1005,दहावा मजला,क्षेत्र. 43.37 चौ. मी.(कार्पेट)अशी मिळकत( ( Plot Number : RH 1 ; ) )

(5) क्षेत्रफळ

1) 43.37 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व

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

1): नाव:-मेसर्स निसर्ग निर्माण डेव्हलपर्स तर्फे भागीदार श्री. गिरीश व्ही. देढीया यांचे तर्फे कबुली जबाब म्हणुन श्री. अमीन लक्ष्मीदास ठक्कर, - वय:-73; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: 310, देवव्रत बिल्डींग, प्लॉट नं. 83, सेक्टर - 17, वाशी, नवी मुंबई, महाराष्ट्र, ठाणे. पिन कोड:-400703 पॅन नं:-AAOFM9742P

1): नाव:-- - विजय यशवंत लोटणकर वय:-56; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: 143 - 4273, आकाशगंगा को. ऑप. हौसिंग सोसायटी, कन्नमवार नगर 2, विक्रोळी पूर्व, मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400083 पॅन नं:-AAJPL8502B 2): नाव:-- - वंदना विजय लोटणकर वय:-50; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: 143 - 4273, आकाशगंगा को. ऑप. हौसिंग सोसायटी, कन्नमवार नगर 2, विक्रोळी पूर्व, मुंबई, महाराष्ट्र सम्बई. पिन कोड:-400083 पॅन नं:-ABGPL8663F

(9) दस्तऐवज करुन दिल्याचा दिनांक

(10)दस्त नोंदणी केल्याचा दिनांक

(11)अनुक्रमांक,खंड व पृष्ठ

26/07/2018

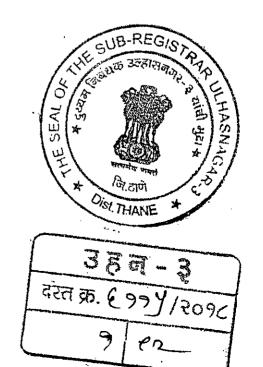
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SUB-REGIST

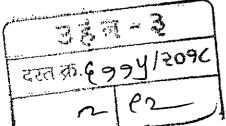
·		मूल्यांकन पत्रक (	शहरी क्षेत्र - बांधीव )			,		
Valuation ID 20180 उहन3	726556		26 July 2018,10:58:36 AM					
म्ल्यांकनाचे वर्ध जिल्हा मृल्य विभाग उप मुल्य विभाग	भाग).	ा वली गावातील नवरे नगर		कल्याण पूो रेल्वे लाईन नंबर /न. भू क्रमांक :	पच्या दक्षिणेकडील	भाग (मोरीवर्ल		
क्षेत्राचे नांव	A Class Palika		1196	) aid ( ter al Niella) .				
,,	सार मृल्यदर रू. नेवासी सदनिका 3700	कार्यालय 51500	दुकाने 61500	औद्योगीक 51500	मोजमापनाचे एकक चौ. मीटर			
बांधीय क्षेत्राची आहिती बांधकाम क्षेत्र(Built Up)-	52.04चौ. मीटर	मिळकतीचा वापर-	निवासी सदनिका		चा प्रकार-	बांधीव Rs.43700		
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय -	0 TO 2वर्षे .	मूल्यदर/	बंधकामाचा दर-	RS.43700		
उद्ववाहन सुविधा	आहे	मजला -	5th to 10th Floor					
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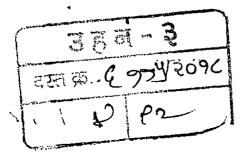


Department of Stamp & Registration, Maharashtra Receipt of Document Handling Charges 26/07/2018 Date 2607201800612 PRN Received from - - vijay yashwant lotnkar, Mobile number 000000011, an amount of Rs.1840/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Ulhasnagar 3 of the District Thane Grm. **Payment Details** 26/07/2018 Date **Bank Name** SBIN CH86775952 REF No. Bank CIN 10004152018072600499 This is computer generated receipt, hence no signature is required.



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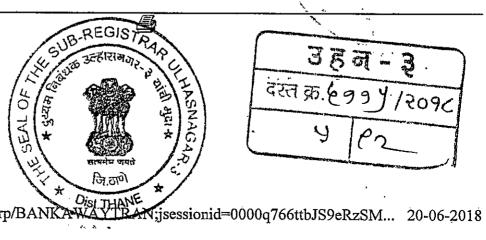


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## Hot Payment Successful. Your Payment Confirmation Number is 171077564

### **CHALLAN**

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GRN NUMBER	MH002931553201819R BAF			RCODE	Form ID:			ate: 20- 6-2018		
Department	IGR				Payee Details					
Receipt Type RM				Dept. ID (If Any)						
Office Name	IGR130- ULH3_ULHASNAGAR 3 JT SUB REGISTRAR Location				PAN No. (I Applicable)	PAN-AAJPL8502B				
Year .	Period: From: 20/06/2018 To: 31/03/2099				Full Name	Vijay	Vijay Yeshwant Lotankar			
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Payment Details:IDBI NetBanking Payment ID: 171077564				FOR USE IN RECEIVING BANK						
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330-3



## AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT made at Vashi, Navi Mumbai this 26 day of 500 day of 1000 in the year Two Thousand Eighteen BETWEEN

M/S. NISARG NIRMAN DEVELOPERS, having PAN No. AAOFM9742P, a Partnership Firm duly formed under the Indian Partnership Act 1932, and having its registered Office at 310, Devavrata Building, Plot No.83, Sector-17, Vashi, Navi Mumbai-400 703 and its administrative Office at Sales Office, Nisarg Nirman Developers, Nisarg Greens, Plot No. RH-1, B-Cabin Road, Ambernath (E), Thane-421501, through its Authorized Partner/s MR. Chinish Diality hereinafter referred to as the "PROMOTERS" (which expression shall, unless it be repugnant to the context or meaning thereof shall mean and include the partner of partners of the said firm for the time being, the survivor or survivors among them and the being executors administrators

#### AND

Mr. Vijay Yeshwant Lotankar Age 56 Yrs. (PAN Card no.AAJPL8502B) and Mrs. Vandana Vijay Lotankar Age 50 Yrs. (PAN Card No.ABGPL8663F) Both Adults, Indian Inhabitants, residing / having their address at 143-4273, Akashganga Co-Op. Hsc. Kannamvar Nagar-2, Vikhroli (East), Mumbai 400083, hereinafter referred to as the "PURCHASERS" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed mean and shall include their heirs, executors administrators and permitted assigns and in case of firm its partner/s from time to time and their respective heirs, executors and administrators) of the OTHER PART.

### WHEREAS:-

- 1. THE MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, CORPORATION constituted under the Maharashtra Industrial Development Act, 1961 (Mah. III of 1962) and having its Principal Office at "Udyog Sarathi" Marol Indl. Area, Mahakali Caves Road, Andheri (East), Mumbai-400 093 (hereinafter referred to as "MIDC") is the Authority declared for granting lease of Plots.
- 2. By an Allotment Letter dated 12-12-2013, bearing reference no. MIDC/RO-2/Thane/AMB/RH-1/3180, the MIDC has allotted to Shri Yogesh Popatial Thakkar and others as the Partners of M/s. Nisarg Nirman Developers, being the Promoters herein, a plot being Plot No. RH-1 admeasuring about 102071 Square meters in the Ambernath Industrial Area upon such terms and conditions thereon mentioned.
- 3. By a Corrigendum dated 25-03-2014, bearing reference no. MIDC/RO-2/Thane/AMB/RH-1/984, the MIDC has revised certain terms and conditions of the said Allotment Letter dated 12-12-2013 to the Promoters herein, upon such terms and conditions as mentioned therein.

By arr Agreement to Lease dated 22-05-2014 executed between the said Maharashtra incustrial Development Ediporation, (for the sake of brevity, hereinafter referred to as the MIDO therein referred to as the Grantor of the One Part and the Promoters herein, therein referred to as the Licensees of the Other Part (hereinafter referred to as the said Agreement), the MIDO agreed to grant to the said Promoters herein a lease of all that piece and parcel of land known as Plot No.RH-1 admeasuring about 102071 Square meters in the Ambernath Industrial Area, within Village limits of Ambernath and within / outside the limits of Municipal Council in rural area Taluka & Registration Sub District Ambernath/ Ulhasnagar, District and Registration District Thane (hereinafter referred to as the said plot) and which is more

said Agreement. The said Agreement to Lease is registered with the Sub-Registrar of Assurance at Ulhasnagar -3 under serial no. 3601-2014 dated 22-05-2014.

- 5. In the circumstances, the Promoters herein are seized and possessed of and otherwise well and sufficiently entitled to develop the said plot by constructing a Building/s as per the Building plans sanctioned by the concerned authority.
- 6. At the request of the Promoters herein, the MIDC has permitted the Promoters to utilize 15% of the total area of the said plot for the commercial user.
- 7. The Promoters have informed the Purchasers and the Purchasers are aware and accepted that the Promoters have applied to the MIDC for grant of additional FSI of 0.5 to be consumed upon the said plot. MIDC, by its letter dated 22-05-2014, interalia granted the Promoters right to utilize 0.5 additional FSI admeasuring 51,035 Sq. meters or thereabouts upon payment of such lease premium and other charges as mentioned therein. The Promoters have paid the said lease premium to MIDC for additional FSI for 0.5 and as such the Promoters are entitled to utilize and consume such additional FSI of 0.5 admeasuring 51,035 Sq. meters or thereabouts along with the basic FSI of 1.0 thus the Promoters are cumulatively entitled to utilize and consume 1.5 FSI having an aggregate area of 1,53,106 Sq. meters or thereabouts.
- 8. Thereafter, by a registered Lease dated 16-09-2016 executed between MIDC and the Promoters herein, MIDC demised unto the Promoters the said plot upon such terms and conditions as mentioned therein. The said Lease is registered with the Sub Registrar of Assurances at Ulhasnagar 3 under serial no. 9172/2016 on 17-09-2016.
- 9. Subsequent to the said Lease dated 16-09-2016, by a General Agreement dated 16-09-2016 executed between MIDC and the Promoters, MIDC has permitted the Promoters to mortgage residential flats/ commercial units on the said plot purchased by First Allottees in favour of such Banks/ Financial Institutions as approved by MIDC without obtaining prior written permission of MIDC and without payment of any fees applicable for the grant of permission of such mortgage and interalia recording such other terms as mentioned therein are said General Agreement is registered with the Sub Registrar of Assurances at Ulhasnagar Bunder serial no. 9174/2016 on 17-09-2016.
- Trishul, 8th Road, Sindhi Society, Chembur, Mumbai- 400 071, have prepared Building plans by initially utilizing permissible FSI, by proposing to construct a Residential cum Commercial Building (hereinafter referred to as the said Layout) and submitted the Building plans to the MIDC and obtained from the MIDC the approval of Building plans, vide its letter bearing no. EE/AIA/RH-1/ B-53136/14 dated 26-05-2014, for constructing Residential CUM Commercial Building of Ground and Upper Floors. The copy of the said Letter dated 26-05-2014 is annexed

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- 11. Thereafter, at the request of the Promoters, MIDC has, by its letter dated 24-08-2015, granted the extension of validity of Building plans for a period of one year.
- 12. The Promoters have obtained the Environmental clearance from State Level Environment Impact Assessment Authority dated 25-01-2016 in respect of the said Project in accordance with the conditions mentioned therein.
- 13. The Promoters have, after obtaining the said Environmental clearance, submitted the same to MIDC and has obtained Commencement Certificate for the said Project bearing no. EE/AMB/RH-1/A-35909/2016 dated 02-02-2016. A copy of the said Commencement Certificate is annexed hereto and marked as Annexure "B".
- 14. The Promoters have appointed 'EPICONS CONSULTANTS PVT. LTD.' having its Office at 216/A, Amargain Complex, Opp. S.T. Depot, L.B.S. Road, Khopat, Thane (W) -400 601, as Structural Consultants and have entered into standard Agreement for carrying out construction of the said Building/s and also have entered into standard Agreement with the Architect for preparing plans of the said Building/s to be constructed on the said plot.
- 15. The Promoters intend to erect on the said plot Residential Cum Commercial Building consisting of Ground and Upper Floors in accordance with the plans approved by the MIDC and sell to the intending buyers the said shops/residential flats / commercial premises upon the terms and conditions contained in the said Agreement.
- The Promoters have informed the Purchasers and the Purchasers are aware that the Promoters will develop the said Plot by constructing Building/s to be used for Residential Cum Commercial purpose and as per the sanctioned plans, with such modifications thereto as the Promoters may from time to time determine and as may be approved by the concerned authorities or socal bodies. The schedule of the said development will also be determined by the Promoters at the grown discretion.

By a Loan Agreement dated 22<sup>nd</sup> November 2016 executed between the Promoters herein as the lightnower's Firm of the First Part, Mr. Yogesh Thakkar as the Obliger 1 of the Secon 1 Part. Mr. Nitin Thakkar as the Obliger 2 of the Third Part, Mr. Girish Dedhia as the Obliger 3 of the Fifth Part, Mr. Hemendra Vira as the Obliger 5 of the Sixth Part AND Piramal Finance Private Limited, a Company incorporated in the Companies Act, 1956, a Non-Banking Financial Company within the meaning of the Reserve Bank of India Act, 1934 and having its registered Office address at 1st floor, Piramal Tower Annexe, Ganpatrao Kadam Marg, Lower Parel, Mumbai – 400 013, as the LENDER of the Seventh Cart, the Promoters herein had, in lieu of the loan availed from the said Piramal Finance Private Limited the exclusive charge ever (i) lear shold rights of the Promoters in the said plot; (ii) the Unsold Units

said Loan Agreement.

- 18. By a Deed of Mortgage dated 25<sup>th</sup> November, 2016 executed between the Promoters herein as the Mortgagor therein and IDBI Trusteeship Services Limited, a Company incorporated under the provisions of Companies Act, 1956 and having its Office at Asian Bldg, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai 400 001 as the Mortgagee therein, the Promoters herein had, in order to secure (i) the repayment of the entire loan amount to Piramal Finance Private Limited and (ii) the discharge of all the obligations of the Promoters in this regard, agreed to grant to the said IDBI Trusteeship Services Limited the charge on their (i) leasehold rights in respect of the said plot, (ii) the Unsold units on the said plot, (iii) Retention Account, (iv) Escrow Account and (v) Project Documents and upon such terms and conditions as are more particularly mentioned in the said Deed. The said Deed of Mortgage is registered with the sub- Registrar of Assurances under serial no. 11380-2016 on 25-11-2016. Pursuant to the said Loan Agreement dated 22<sup>nd</sup> November 2016 and the said Deed of Mortgage dated 25<sup>th</sup> November, 2016, the Promoters herein had also executed other incidental documents in this regard.
- 19. The Promoters have further informed the Purchasers and the Purchasers are aware that the Promoters are developing the said Plot and selling the premises constructed thereon in accordance with the terms and conditions and rules and regulations of MIDC as are mentioned in the Agreement to Lease dated 22-05-2014, Allotment Letter dated 12-12-2013 and Corrigendum dated 25-03-2014 and subject to the rights of the said Piramal Finance Private Limited under the said Loan Agreement dated 22<sup>nd</sup> November 2016 and the rights of the said IDBI Trusteeship Services Limited under the said Deed of Mortgage dated 25<sup>th</sup> November, 2016 & all other incidental documents thereto and the Purchasers hereby agree, declare and confirm to observe and perform all the term and conditions mentioned in the above documents.
- Plot in accordance with the sanctioned plans or in accordance with such further revised plans that shall be sanctioned by MIDC by permitting construction of such premises as per the terms & conditions of the said Agreement to Lease & in accordance with the applicable bevelopment Control Rules and Regulations and the Promoters are desirous of selling Permises in the said proposed Building which is intended to be named as "NISARG GREENS" or such name as the Promoters may decide. A Layout Plan of the said Plot is annexed hereto and marked as Annexure "C".
- 21. The Report on Title issued by MS. TRUPTI TAMLURKAR, Advocates, has been seen and inspected by the Purchasers and a copy thereof has been annexed hereto and marked as Annexure "D". The Purchasers have also prior to the execution of this Agreement for themselves satisfied about the right and title of the Promoters to the said Plot, the right of the Promoters to develop the said Plot and to construct the said proposed Complex/building on the

objection shall be raised upon it in any matter relating thereto.

- 22. The Promoters herein have applied to the said IDBI Trusteeship Services Limited for the grant of its no objection for sale of the said premises. In response thereto, the Promoters have received from the said IDBI Trusteeship Services Limited, the required no objection for the sale of the said premises. A copy of the said Letter issued by IDBI Trusteeship Services Limited is annexed hereto and marked Annexure "E"
- On satisfying themselves about the plans and other terms and conditions including the Title, the Purchasers hereby agrees to purchase Flat No. 1005 on the 10<sup>th</sup> Floor, Building No. 4 Known as Orchid B, in the First Phase, admeasuring 43.37 Square Meters or thereabouts (Carpet Area) equivalent to 467 Square Feet (Carpet Area), in the Project known as "NISARG GREENS" (hereinafter referred to as the said Premises and which is more particularly described in the Second Schedule hereunder written) for a total consideration of Rs.4371000/- (Rupees Forty Three Lakh Seventy One Thousand Only). The Typical floor plan depicting the said premises in Red colour is annexed hereto & marked as Annexure "F". This carpet area is inclusive of unfinished wall surface, area under RCC column and shear wall and other such structural members of the premises in the building on the Plot of Land being constructed thereof.
- The Promoters have given to the Purchasers inspection of the said Allotment Letter 24. dated 12-12-2013, Corrigendum dated 25-03-2014, Agreement to Lease dated 22-05-2014, MIDC's letter dated 26-05-2014 for constructing Residential cum Commercial Building, MIDC's Letter dated 24-08-2015 granting extension of validity of Building plans, Environmental clearance from State Level Environment Impact Assessment Authority dated 25-01-2016, Commencement Certificate dated 02-02-2016, Loan Agreement dated 22<sup>nd</sup> November, 2016, Deed of Mortgage dated 25th November, 2016 and all other relevant documents, letters, papers and writings referred to therein as well as plans sanctioned by the MIDC, design's specifications etc. as required under the provisions of the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1963, and the rules and regulations made there under the Purchasers have examined the foregoing agreements, and relevent documents letters papers and writings inspection of which, the Promoters have given to them and get them satisfied. The Purchasers have approved the building and floor plan, the nature and quality of construction and fittings, fixtures, facilities and amenities to be provided in the said premises as per the general specifications and amenities to be provided in the said premises as per the general specifications and amenities as set out in the Annexure "G"

25: Now both the Parties are desirous of recording the terms and conditions of these presents so reached between them.

annexed hereto.

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- 1. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and the Maharashtra Ownership Flats Rules, 1964 or any amendment there in or re-enactment thereof for the time being in force or any other provisions of law applicable from time to time. Under the provisions contained in the Maharashtra Ownership Flats Act, 1963, the Promoters herein are the Promoters under the Maharashtra Ownership Flats Act, 1963 and all references herein shall be read and construed accordingly. It is further agreed that from the date of implementation of the Real Estate (Regulation And Development) Act, 2016, this Agreement shall be regulated and be always subject to the provision as contained in the said Real Estate (Regulation And Development) Act, 2016and the rules framed there under shall become applicable.
- 2. a) The Promoters shall under normal conditions construct building/s on the said plot in accordance with the said plans and specifications duly approved and sanctioned by the MIDC and other concerned authorities with variations and modifications as the Promoters may consider necessary or desirable as may be required by MIDC or such other Public Body or Authority, and /or any other changes or alteration which the Promoters in their absolute discretion deem fit either in the whole Building or part thereof or in the said premises, and the Purchasers hereby give irrevocable consent to the Promoters to incorporate all such changes, modifications etc as may be required by, MIDC or any other authority. The Purchasers doth hereby specifically agree with the Promoters that the Promoters shall be entitled to make any or all such changes, additions, variations, alteration, amendments & modifications therein as they may consider necessary or as may be required to be done /considered proper by MIDC or any other local /public body /authority. The Purchasers shall give their full consent in respect of all such variations / modifications /alterations / amendments that are required by the Promoters. The said plans and specifications have been kept at the office of the Promoters for inspection.
- 2. b) The Promoters have further informed the Purchasers and the Purchasers are aware that the Promoters are developing the said Plot and selling the premises constructed thereon in accordance with the terms and conditions and rules and regulations of MIDC as are mentioned in the Agreement to Lease dated 22-05-2014, and the Purchasers hereby agree declare and confirm to observe and perform all the term and conditions mentioned in the above doctare buts.
- 3. (a) The Purchasers have, prior to execution of this Agreement satisfied themselves about the title of the Promoters to the said Plot described in the First Schedule hereunder written and the Purchasers shall not be entitled to further investigate, the title of the Promoters and no requisitions or objections shall be raised on any matter relating thereto.
- (b) The Promoters herein have applied to the said IDBI Trusteeship Services Limited for the grant of its no objection for sale of the said premises. In response thereto, the Promoters have

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- No. 4 Known as Orchid B, in the First Phase, admeasuring 43.37 Square meters or thereabouts (Carpet Area) equivalent to 467 Square feet (Carpet Area), including proposed enclosed balconies (as applicable) in the Project known as "NISARG GREENS" (hereinafter referred to as the said Premises and which is more particularly described in the Second Schedule hereunder written) for a total consideration of Rs.4371000/- (Rupees Forty Three Lakh Seventy One Thousand Only) including the proportionate price of the common areas and facilities and amenities appurtenant to the premises, the nature, extent and description of the common/limited common areas and facilities which are more particularly described in the Annexure G annexed hereto, which shall be paid by the Purchasers to the Promoters as per the Payment Schedule given in the Third Schedule hereunder written (Time being essence of the contract). The above consideration does not include various other charges, expenses more particularly mentioned in this Agreement and the same shall be paid by the Purchasers over and above the consideration mentioned herein on their respective due dates.
  - 4 (b) In addition to the area mentioned above, the Promoters have also proposed to provide certain areas which are presently sanctioned by MIDC including Ornamental Projections, Elevational Projections and Flower Bed etc. having a cumulative aggregate area of 12.71 Square Meters equivalent to 137 Square Feet abutting the said premises which shall be fused to the said premises and the same are subject to the final approval from MIDC at the time of obtaining the final Occupancy Certificate from MIDC. The said areas are as shown in the Typical floor plan of the said premises annexed hereto. The said areas shall be provided to the Purchasers without any monetary consideration being charged for the same.
  - 4(c) The carpet area mentioned hereinabove means and include area representing the dimensions from brick to brick of each wall and the thickness of plaster/ POP, area under RCC column and shear wall and other such structural members of the premises etc. The Certificate issued by the Architect certifying the above area shall be final and binding on the parties.

issued by the Architect certifying the above area shall be final and binding on the parties.

A(d) The Promoters have informed the Purchasers and the Purchasers are aware that the carpet area mentioned in this Agreement is on the basis of unfinished wall surface, area under RCC column, and shear wall and other such structural members of the premises and the carpet area of the said premises upon completion shall include the plastering on the Wall, POP, if any, the areas under the wall and under RCC columns, shear walls and other structural members. Therefore, the Promoters have informed the Purchasers and the Purchasers are aware that there is likelihood that there can be some discrepancy in the Carpet area mentioned in this Agreement and the carpet area of the said premises upon completion. The Certificate issued by the Architect certifying the above area shall be final and binding on the parties. The Purchasers hereby agree declare confirm and undertake not to raise any objection, claim, dispute regarding such-discrepancy in respect of the said carpet area and it is further agreed that in case if the

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discrepancy in the carpet area exceeds 5% of the carpet area mentioned in this Agreement, then the monetary consideration payable by the Purchasers to the Promoters shall increase or decrease proportionately to the monetary consideration mentioned hereinabove. Such differential amount shall be paid / adjusted in the immediate next installment or as may be mutually agreed by the parties.

- The Promoters have informed the Purchasers and the Purchasers are aware that the 4 (e) carpet area of the said premises mentioned hereinabove in clause 4 (a) hereof is mentioned in accordance with the definition of the Carpet area as defined under THE MAHARASHTRA OWNERSHIP FLATS (REGULATION OF THE PROMOTION OF CONSTRUCTION, SALE, MANAGEMENT AND TRANSFER) (AMENDMENT) ACT, 2008. The Promoters have also informed the Purchasers categorically and the Purchasers have agreed/ understood that from the date of implementation of the Real Estate (Regulation And Development) Act, 2016 (hereinafter also referred to as the said New Law), all the Rules and Regulations governing the sale of flats / premises by the Promoters or development of the said plot by the Promoters shall be made applicable thereof AND in the event of there being any change in the definition of the Carpet area as per the said New Law, then and in that event, the carpet area mentioned herein shall be read and construed to be such carpet area as shall be defined under the said Real Estate (Regulation And Development) Act, 2016 and in the event of there being any change in the area mentioned hereinabove in clause 4 (a) hereof, the carpet area as defined under the Real Estate (Regulation And Development) Act, 2016, shall be construed to be the carpet area of the said premises with effect from the date of applicability of such new law. From the date of implementation of the Real Estate (Regulation And Development) Act, 2016 both the Promoters and the Purchasers shall execute a Deed of Rectification or any other appropriate document wherein the said new carpet area of the said Premises shall be mentioned along with such other additions and alterations to this Agreement as shall be required by the Promoters in accordance with the said the Real Estate (Regulation And Development) Act, 2015, The Cost of registration of such Deed of Rectification shall be borne by the Purchasers.
- 4 (f) In addition to the total consideration mentioned hereinabove, the Purchaser shall be liable to pay VAT (Value Added Tax) and Service Tax, LBT (Local bodies Tax) Goods and Service Tax (as and when applicable) payable on this Agreement in accordance with the tries, regulations and notifications applicable at the relevant time. In case if there is any increase fir the chargeable rates for VAT, Service Tax, LBT and / or if GST is levied on this Agreement then all such additional charges shall also be payable by the Purchasers as and when demanded by the Promoters.
- 4 (g) The Purchasers hereby agree, declare and confirm with the Promoters that in the event the Purchasers deducting any TDS on any amounts paid to the Promoters under this Agreement, then the Purchasers shall file the necessary return of such 1DS with the theorem. Tax authorities within the stipulated period under the Income tax Act, 1961 and shall also issue.

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to get the credit of the TDS deducted by them only if the Promoters are entitled to get the credit from the Income Tax Department of such TDS amount paid by the Purchasers.

- 4 (h) Provided that during the said financial year or at the time before the handing over the possession of the said premises, if the Promoters have not received the credit of any such TDS deduction for any reason whatsoever, or the Purchasers fails or commits delay to produce any such certificate, then the Purchasers shall pay to the Promoters an equivalent amount.
- 5. The payment of all the above installments /payment will be accepted by cheque /Demand Draft or Pay Order Only and as per the schedule mentioned hereinabove. The cheque, Demand Draft or Pay Order should be drawn in favour of "NISARG NIRMAN DEVELOPERS-ESCROW ACCOUNT A/c no. 409000532290, The Ratnakar Bank Ltd., Lower Parel Branch" and shall be sent to the Office of Promoters at Sales Office, Nisarg Nirman Developers, Nisarg Greens, Plot No. RH-1, B-Cabin Road, Ambernath (E), Thane-421501, either by hand Delivery or by Registered A/D or by Courier (Acknowledges Due in all types of Deliveries). In case the Promoters desires to receive further payments of balance installments favouring certain other Bank/ Account then and in that event, the Promoters shall specifically mention the new Bank/ Account in the Installment Demand Letter that shall be addressed to the Purchasers. Thereafter the Purchasers shall themselves or cause their Financial Institute to draw the Cheque/s favouring the said new Bank/ Account.
  - The time for payment of all the above installments on their respective due dates is an essence of contract. Whether the Purchasers are availing the loan facilities from any financial institution or not, the Purchasers have unconditionally agreed to pay all the above installments due within 10 days from the due dates, failing which the Purchasers shall pay financial charges at the rate of 21% partill, the payment of the installments. The Promoters shall charge the financial charge to the Purchasers without prejudice to their other rights in law.

It is hereby expressly agreed that the time of payment of each of the aforesaid installments of the purchase price as set out in Clause 4(a) written hereinabove shall be the essence of the contract. In the event of the Purchasers making any default in payment of any two installments of the purchase price, the Promoters will be entitled to terminate this Agreement in which event 20% of the purchase price of Premises shall stand forfeited and balance shall be retunded to the Purchasers (but without any interest, compensation, damage or cost) after the Promoters sell the said premises to any other prospective buyer and receive the consideration from new buyer. The Promoters will be entitled immediately after the

- If the Purchasers surrender/s their Premises for any reason of whatsoever nature at any stage, during the construction, the Promoters are entitled to forfeit the 20% of the purchase price of Premises and will refund the balance amount without any interest. In this case the Purchasers will not be entitled to any claim in respect of Registration, Stamp Duty, Service Tax, VAT or interest paid by them.
- The Promoters have categorically informed the Purchasers and the Purchasers are 9 aware that although the Agreement to Lease between MIDC and Promoters is for the entire Plot, the Plans are sanctioned by MIDC for the entire plot as one singular layout and the environmental clearance received by the Promoters is for the entire layout, the Promoters shall commence the construction on the said Plot progressively and in stages whereby the construction of all the sanctioned premises as per the sectioned plan shall be commenced and completed in 3 or more further phases. At present the Promoters are desirous of commencing the construction of Building 1 to 6 in the First Phase and construction of other areas/ premises shall commence subsequently in Second and balance Phases. In the layout plan annexed hereto and marked as Annexure "C", the First Phase mentioned herein has been shown separately in Red colour highlight. Under the circumstances, for the Building comprised in the First Phase, the Promoters shall commence the construction in accordance with the terms of Building permission and Commencement Certificate issued by MIDC. For the Building/Premises in the Second and balance Phases, the Promoters hereby reserve their rights to submit revised plans whereby the Premises/Building or their location or their area and /or their user or their height and dimensions may change, increase and decrease. Thus, by virtue of signing this Agreement, the Purchasers hereby irrevocably agree, declare, confirm and indertakes that they shall not raise any objection, claim, dispute or challenge or question the absolute right and authority of the Promoters to submit the revised building plans for the Building / Premises which are to be constructed in other Phases. Thus by virtue of the Parchase signed this Agreement, it shall be construed that the Purchasers has/ have given the execution in evocably written consent and no objection to the Promoter for submitting the revised layout plans and changing the Building / Premises to be constructed in other phases as the Promoters may deem fit proper and necessary in their absolute unrestricted and unqualified discretion. The rights of the Purchasers are restricted only to the said premises agreed to be purchased and other Building/Premises that are to be constructed in First Phase only.

The Promoters shall give a notice to the Purchasers intimating the Purchasers the amount of the installment or the balance amount payable by the Purchasers to the Promotere in accordance with the payment schedule mentioned in the Third Schedule bereunder written

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Purchasers will not hold the Promoters responsible for delay in postal service or delay in receipt or non-receipt of the said letter.

- 11 The Purchasers do hereby undertake and covenant/s with the Promoters as follows:
  - During the said term hereby created to pay unto the MIDC, the proportionate rent for the said premises agreed to be bought by the Purchasers.

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- b. To pay all existing and future taxes, rates, assessments and outgoings of every description for the time being payable by the occupier in respect of the said premises.
- c. Throughout the said term hereby created to pay to the MIDC from time to time in respect of the said premises such proportionate yearly recurring fees or service charges/Drainage charges as may from time to time to be prescribed by the Government of Maharashtra under the Maharashtra Industrial Development Act, 1961 or Rules framed there under in respect of the amenities or common facilities provided by the MIDC. All charges including rent, recurring fees, service charges due and payable by the Purchasers, if not paid within time limit, shall be recovered along with delayed payment charge at the rate prescribed by the MIDC from time to time.
- d. Throughout the said term, at the Purchaser's expense, well and substantially, to repair, pave cleanse and keep in good and substantial repair and conditions to the satisfaction of the Executive Engineer, the said building / buildings and premises and the drains, compound walls and fences thereunto belonging and all fixtures and additions thereto.
- e. To permit the MIDC or the Chief Executive Officer or the Executive Engineer and the Officers, Surveyors, Workmen or others employed by them from time to time and at all reasonable times of the day during the term hereby granted after a week's previous notice to enter into and upon the said premises and to inspect that state of

Not operest or permit to be erected on any part of the said premises any stables, shed consolver structures of any description whatsoever for keeping horses, cattle, consolver of other animals provided always that moveable dog kennels and cages, or pet birds of normal dimensions and in reasonable numbers may be

allowed.

Not to know on the said premises any horses, cattle, poultry or other animals (except still the said dogs in reasonable numbers) not to do or permit to be done anything the son which may be a nuisance, annoyance or disturbance to the owners, occupiers or residents of other premises in the vicinity.

not, ous the said premises only for the purpose of Residential / Commercial use and

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thereon PROVIDED always that the Purchaser shall be at liberty if they shall have paid the rent and all Municipal or other taxes, rates and assessments then due and shall have performed and observed the covenants and conditions herein contained prior to the expiration of the said term to remove and appropriate to themselves all buildings, erections and structures and materials from the said land but so nevertheless that the Purchaser shall deliver up as aforesaid to the MIDC leveled and put in good order and condition to the satisfaction of the MIDC all land from which such buildings, erections or structures may have been removed.

- j. Not to assign, underlet or part with the possession of the said premises or any part thereof or any interest without the previous written consent from the Chief Executive Officer of the MIDC PROVIDED FURTHER that the Purchasers will not be permitted to assign and transfer their said premises/ tenement/ gala within the Society building / buildings within the stipulated period from the date of handing over possession of the said plot to the Promoter herein,
- k. And in the event of death of any of the Purchasers, the person or persons to whom the Purchasers title shall be transferred as heir/s or otherwise shall cause notice thereof to be given to the MIDC within three months from such death.
- All such other terms and conditions as the MIDC may stipulate from time to time including at the time of execution of Lease Deed/ Deed of Assignment or anytime thereafter.
- 12. The amenities to be provided in this Phase have been approved by MIDC. The said amenities shall be handed over to the Society/ Federation of Society, at the time of execution of Lease Deed and / or vesting documents in favour of the Society / Federation of Society, that shall be formed on such terms and conditions as the Promoters may deem fit, necessary and proper.
- The Promoters have also informed the Purchasers and the Purchasers are that till such time as the Co-operative Society / Federation of Society / Condominium of Apartments / Private Limited Company in respect of the said Project is not formed the maintained ance upkeep and all affairs relating to the day to day management of the said plemaises spalling be looked after by the Promoters and/or any other specialized agency appointed by the promoters. The Purchasers hereby agree, declare and confirm with the Promoters that all open spaces, Common Terrace, open spaces of the said Plot, Basement / Podium open spaces, equipment shall be in the exclusive and uninterrupted management and authority of the Promoters alone and save and except the exclusive right to the said Premises the Purchasers shall not claim any right, title, interest in the said spaces in any manner whatsoever. The Purchasers are also aware that upon the formation of Co-Operative Society / Federation of Society / Condominium of Apartments / Private Limited Company in respect of the said Operative and upon the ground upon the specific Co-Operative Co-Operative

above areas shall be managed and administered either by the Promoters themselves or any such specialized agency as may be decided in the interest of the project.

- 14. The Purchasers admit having taken an inspection of all the documents required to be given by the Promoters under the provisions of the Maharashtra Ownership Flats Act and hereby agree and confirm that the Promoters shall have irrevocable rights for the purpose as set out herein below & the Promoters shall be entitled to exercise the same as if Purchasers have given prior written consent to the Promoters as required under the said Act. However, with the view to remove any doubt, the Purchasers hereby confer/s upon the Promoters such right /authority to the Promoters for the purpose as set out herein below:-
  - (a) Without modifying the plan of the said Premises, the Promoters shall be entitled to amend, modify and/or vary the building plans or the lay out or sub-division plan/s as also the specifications in respect thereof.
  - (b) The Promoters shall be entitled to merge the said Plot with the adjoining plot. However they are required to obtain the revised permission from the concerned authority.
  - (c) The Promoters hereby declares that no part of the said Floor Space Index has been utilized by the Promoters elsewhere for any purpose whatsoever. The Promoters shall be entitled to consume the entire F.S.I as may be available in respect of the said Plot or any part thereof at present or in future by constructing additional floors/Wings on the said Plot as the Promoters shall think fit and proper. In case the said floor space index has been utilized by the Promoters elsewhere, then the Promoters shall furnish to the Purchasers all the detailed particulars in respect of such utilization of said Floor Space Index by them. In case while developing the said plot, the Promoters has utilized any Floor Space Index of any other land or property by way of floating Floor Space Index or otherwise howsoever, then the particulars of such Floor Space Index shall be disclosed by the Promoters to the Purchasers.
  - (d) The Promoters have informed the Purchasers and the Purchasers are aware that the Promoters will consume the entire FSI available on the said plot to develop the said Plot by constructing Building's to be used for Residential Cum Commercial purpose and as per the sanctioned plans, with such modifications thereto as the Promoters may from time to time determine and as may be approved by the concerned local bodies and/or authorities. The schedule printe said development will also be determined by the Promoters at their own discretion.
  - (e) The Purchasers or the Society of the Purchasers of all premises holders shall not raise any objections on any ground as to Promoters rights reserved hereunder.
    - (f) The Promoters shall, after consuming such balance and/or additional FSI by

- (g) The Promoters shall be entitled, after consuming such balance or additional global FSI available under G D.C. Rules or by any special concession being granted by MIDC or any other authorities.
- (h) The Purchasers herein and all other Purchasers of the premises in the said building/s shall not have any right, title, claim or interest in respect of the open spaces, open areas, hoardings and common area of the buildings including the garden areas and that the rights of the Purchasers are confined to the said Premises so purchased by this agreement only & such areas shall belong to Promoters until execution of the said final Lease Deed / Vesting Documents in respect of the said Plot in favour of such Society & thereinafter the same, shall belong to the said Society alone.
- (i) The percentage of undivided interest of the Purchasers in the common areas & facilities limited or otherwise pertaining to the said Premises hereby agreed to be sold to the Purchasers shall be in proportion to the areas of the said premises hereby agreed to be sold hereunder to the common areas and facilities limited or otherwise as disclosed by the Promoters.
- (j) The Purchasers hereby agree and undertake to execute /deliver letter of consent accordingly their consent under section 7 of the Maharashtra Ownership Flats Act, without raising any objection or requisition.
- (k) If there is any increase in F.S.I. or any other benefits, then such increase in F.S.I. or other benefits shall go to the Promoters. The Purchasers or the member of the proposed Co-Operative Housing Society or a Limited Company or any other legal body shall not raise any objections to the Promoters utilizing such increased F.S.I. and or using and or appropriating such benefits.
- benefits under this Agreement to any person without obtaining prior in writing. Described benefits under this Agreement to any person without obtaining prior in writing. Described benefits and rights of this Agreement for the Purchasers for transferring and assigning the benefits and rights of this Agreement for the said premises only on payment of the transfer charges as may be desided by the Promoters from time to time. The Purchasers shall not be entitled for grant of such No-Objection Certificate unless and until all the dues payable under this Agreement are paid by them in full.

(m) Irrespective of possession of the said Premises being given to the Purchasers or not, the right under this clause and/or Agreement reserved for the Promoters to explain the potentiality

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any such right in the said Plot in their favour as may be outstanding at the time of execution of such Lease Deed / Vesting Documents in favour of the Society.

- 26. The Purchasers herein doth hereby agree and give their irrevocable consent that the Promoters shall have right to make additions, alterations, amendments & changes in the building plans and/or to the said building or any part thereof for any users or to change the user (excluding the said Premises) including to raise additional floors or structures on the said Complex /building or open part or parts of the said Complex /building /Plot including the terrace at anytime either before or after transfer of the Plot & such rights shall include the right to use /consume F.S.I. or additional F.S.I. or global FSI which may become available in respect of the said Plot or any other lands at anytime hereafter in future by reserving such rights in Lease Deed / Vesting Documents or to make such amendments alterations in the revised sanctioned plan as may be permitted by MIDC and/or any other authorities and such additions of additional structures or floors or storey or Premises shall be the sole and absolute property of the Promoters who shall be fully entitled to sell, deal with and dispose off the same to any person/s.
- 27. The Promoters hereby agree that they shall, before handing over possession of the said premises to the Purchasers and in any event before execution of a conveyance/assignment of lease of the said plot in favour of a corporate body to be formed by the Purchasers of flats/ Shops/ Commercial premises in the building to be constructed on the said plot (hereinafter referred to as "the Society"/ "the Limited Company") make full and true disclosure of the nature of their title to the said plot as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said plot and shall, as far as practicable, ensure that the said plot is free from all encumbrances and that the Promoters have absolute, clear and marketable title to the said plot so as to enable them to convey to the said Society/ Federation of Society /Limited Company such absolute, clear and marketable title on the execution of a conveyance/assignment of lease of the said plot by the Promoters in favour of the said Society/ Limited Company.

The Promoters have informed the Purchasers and the Purchasers are aware that they shall use the said Residential / Commercial premises for the Residential / Commercial purposes and they shall not change the user of the said premises.

29 The Purchasers for themselves do hereby covenant with the Promoters as follows:

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(a) To pay to the Promoters such amounts as shall be required to pay to MIDC for obtaining MIDC's NOC / permission (if required) for the sale of the said premises by the Promoters to Purchasers and to do such deeds, documents and to comply with all such terms and conditions as may be stipulated by MIDC in this regard.

tenantable repair & conditions from the date of their taking the possession of the said

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bye-laws of concerned local authorities or Co-op. Society or change /alter or make any addition and or alteration in or to the said premises or any part thereof without obtaining prior written consent of the Society/Promoters.

- Not to store in the said premises any goods /articles which are of hazardous, (c) combustible or dangerous nature or are so heavy that it may damage the construction /structural stability of the building in which the said premises are situated or storing of which is objected to by the concerned local or other authority & shall not carry or cause to be carried any heavy package on the upper floor/s which may damage or are likely to damage the common passage, staircase or any other structures of the said building including entrance of the building in which the said premises is situated & in case, if any damage is caused to the building or to the said premises on account of negligence or default of the premises Purchasers in this behalf, then Purchasers shall alone be liable for the consequences of such breach / default.
- Before carrying out the interior work in the said premises, the Purchasers shall (d) deposit with the Promoters an interest free refundable security deposit of such amount as the Promoters may demand. During the course of the Purchasers carrying out the said interior work if there is any damage to the said premises or to the said building or to any of the open areas or if the interior work interferes or damages any of the RCC members of the said building, or is not in accordance with the permission given by the Promoters or is in contravention of the rules and regulations of MIDC, then the Promoters shall have full right and absolute authority to remove /demolish such work as may be in contravention as mentioned hereinabove and to restore the said premises / building /open spaces in their original form and deduct all costs, expenses, losses that shall be suffered or incurred in this regard from and out of the said refundable deposit. Similarly, if there is no damage or contravention while carrying out the interior work in the said premises, upon the completion of all the interior works, the Promoters shall refund (without interest) the said deposit to the premises Purchasers. Provided however, the Purchasers shall aduring the remove all the debris interior work and /or upon the completion of the interior work/ materials kept in the common area (if any) in this regard.
- To carry out at their own cost, charges and expenses, all internal repairs to the said (e) premises & maintain the said premises in the same condition, set and order in which it was delivered by the Promoters to the Purchasers & shall not do or suffered to be done anything in / to the building or the said premises which may contravene the rules, regulations and bye-laws of the concerned local authority or the said Society nor cause any alterations in elevation or outside colour scheme of the said building in which the said premises is situated and shall also keep the sewers, drains, pipes of the said premises or appurtenances thereto,

good and tenentable conditions so as to support or protect the other parts

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columns, beams, walls, slabs, RCC, pardis or other structural changes in the said premises without prior written, permission of the Promoters or the Society.

- (f) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Plot or building in which the said premises are situated or any part thereof, whereby any increase in premium shall become payable in respect thereof.
- (g) Not to throw any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises into the compound / ducts / inner chowk or any part of the said Plot and building in which the premises is situated.
- (h) Pay to the Promoters, within 7 days of demand by them, their share of security deposits demanded by concerned local authority or Government for giving water, electricity or any other service connections to the building in which the said Premises is situated.
- (i) To bear & pay any increases in local tax, water charges, insurance and such other levies, if any, which may be imposed by the concerned local authority or Government or other public authority on account of the change of user of the said Premises by the Purchasers.
- (j) The Purchasers shall not let, sub-let, transfer, assign or part with possession of the said premises or their interests or benefits under this Agreement until all dues, payable by them to the Promoters under this Agreement are fully paid and only if the Purchasers have not been guilty of breach for non-observance of any of the terms & conditions of this Agreement or until the Purchasers have intimated about the same in writing to the Promoters. The Purchasers shall, prior to transferring or assigning their rights in respect of the said premises, first obtain a written consent from the Promoters.
- Society or a Limited Company may adopt at its inception & the additions, alterations or amendments which may be made therein from time to time for the protection & maintenance of the said building or the said premises therein that may be made from time to time for observance and performance of building rules, regulations & bye-laws for the time being in force, of the concerned local body /authority or Government. The Purchasers shall also observe /perform all stipulations / conditions as laid down by the said Society regarding the use /occupation of the said premises in the building & shall contribute punctually towards taxes and other dues /outgoings in accordance with the terms of this Agreement.
- (i) Till the Lease Deed / Vesting Documents of the said Plot along with the said Building/s is executed in favour of the Society, the Purchasers shall permit the Promoters, their servants

- (m) In the event of Purchasers committing any breach or act in contravention of the above provision, the Purchasers shall be liable or responsible for the consequence in respect thereof to the Promoters or to the concerned local authority or other public authority in that behalf.
- 30. During the construction work of the Complex / building the Promoters can commence the work on any floor or Premises as per their convenience, the Purchasers will not object to that and pay their installment as per the stipulated time mentioned in the Third Schedule hereunder written. The Commencement of work means the commencement of work of the Complex / particular building and not the commencement of work of a particular premises.
- 31. The Purchasers have taken inspection of the aforesaid Agreements, Sanctioned Plans, and other relevant documents and the Purchasers have visited the site of construction and made themselves familiar with the terms and conditions imposed by the MIDC and other relevant authorities. The Purchasers binds themselves to adhere with terms and conditions of the Allotment Letter and the Agreement to Lease all other documents correspondence with MIDC. All the liabilities pertaining to the above shall be borne and paid by the Purchasers as and when demanded by the MIDC or the Promoters.
- 32. The Promoters hereby declare that no part of the said FSI has been used / utilized or will be utilized by the Promoters elsewhere for any purpose whatsoever save /except global FSI of the reserved plots or set back area of the said plot. In case while developing the said plot if the Promoters have utilized the FSI of any other Plot by way of floating F.S.I. then the Promoters shall disclose the particulars of such FSI to the said Co-op Society so formed in which the Purchasers shall be admitted as the member thereof.
- 33. The Promoters have informed the Purchasers and the Purchasers are aware that the Promoters shall submit to MIDC the revised Building plans for First Phase and for each subsequent Phase from time to time for the entire permissible FSI or such additional FSI as may be permissible under the GDCR or as may be permitted by MIDC the Purchasers have by executing this Agreement have specifically given their full, free and complete consent to the Promoters for utilizing the balance area, if any, in respect of the First Phase attributes and First Phase and/ or in the each subsequent Phase in such a manner that the Figure 1.5 are able to utilize and consume the entire FSI of 1.5 (One point Five for Residential Cum Commercial use along with such additional FSI as may be permitted under the GDCR and as may be sanctioned by MIDC in each subsequent phase. It is agreed that if the Floor Space Index for the First Phase or each subsequent phase is not consumed in full in the construction of the said Building & before the formation of Co-operative Society in respect of the Buildings to be constructed in the First Phase or in each subsequent Phase, if any

Lor construction in the First Phase and for each subsecute

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Phase and for each subsequent Phase on the said Plot from time to time without any let or objection or hindrance by the Purchasers and also to sell the same on ownership basis upon such terms &condition at their sole discretion and also to receive & appropriate the price in respect thereof. The Promoters have presently proposed to construct the Buildings in the First Phase only and the Promoters hereby reserve with themselves full right and absolute authority to propose Buildings on the said plot in 2 or more Phases as the Promoters may deem fit, necessary and proper. The Promoters have specifically informed the Purchasers and the Purchasers are aware that the right of the Purchasers are restricted only to the said premises and the common areas as defined under Maharashtra Ownership Flats Act, 1963/ Real Estate (Regulation and Development) Act, 2016 shall be restricted only to the common areas proposed in the First Phase and the Promoters shall be entitled to carry on construction of each subsequent phase in such manner and with such sanctioned Building plans and by providing such amenities as the Promoters may deem fit, necessary and proper in their sole and absolute discretion.

- 34. The Purchasers have agreed declared & confirmed with the Promoters that the Purchasers shall:
  - a. Having regard to the elevation of the buildings in the said Project, the Purchasers shall fix identical grills and the Air Conditioner in the places that are predetermined by the Promoters that shall be approved by the Promoters. The Purchasers shall affix the external grill of such common design as shall be finalized by the Promoters in the manner and as per the specifications given by the Promoters. Accordingly, the Promoters have informed the Purchasers that with a view to maintain the esthetics and elevation of the said Building, the Purchasers shall, prior to fixing the grills to the windows/ balcony, take written permission from the Promoters interalia undertaking to use similar material and similar design to those already provided by the Promoters in the said premises.

b. Similarly the Purchasers shall install the Dish Antenna for the Set Top Box on the common Terrace on the Top Floor only in the area specifically earmarked for the said purpose. Shall any linearly other new/ additional facility/ service/s, should the Purchasers require to install any Instrument/Receiver/Dish either outside the said premises or on the Top Terrace, then the Burchasers shall install such instrument/Receiver/Dish only after obtaining the written consent from the Promoters in the manner and at the location identified and approved by the Promoters.

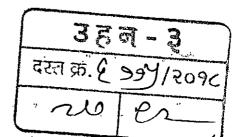
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d: The Purchasers shall not store any of their materials, belongings, and stocks in the open passage, refuge area/common area, floor lobby, terrace, fire rescue gallery, mid

c. Not put or place flower pots, Vases or any plantations outside the Windows.

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- e. Before the Purchasers commence the work of interior decoration in their respective premises, they shall give full details of the proposed interior work to be carried out in their premises together with all the drawings and other details. The Purchasers shall also deposit with the Promoters such amount as refundable interest-free deposit as the Promoters may demand to ensure that no damage is caused to the other open areas and to the structure of the said building while carrying out such interior work. All damages to the said building shall be recovered from such deposits and if additional amounts are to be recovered to cover the damage caused, the Purchasers hereby agree to pay the said additional amounts promptly upon the demand being made by the Promoters. Notwithstanding anything contained herein the Purchasers shall be solely liable and responsible for any illegal unauthorized construction/ changes carried out by the Purchasers in the said premises and it shall be the sole and absolute liability and responsibility and obligation of the Purchasers to remove all such illegal unauthorized construction carried out by the Purchasers in the said premises and restore the said premises in its original form, entirely at the cost risk of the Purchasers. Similarly in case there is any damage to any part of the premises or the said building or to any of the open space/s of the said building, due to any act deed or activity carried out by the Purchasers then the Purchasers shall be solely liable and responsible to repair the damage and restore the said premises or the said building or open spaces to its original form at its own cost, risk, and effort.
- f. The Purchasers shall not use lifts for transporting the furniture and other construction material to their respective premise. All such transportation shall be done using the staircase only.
- 35. The Promoters have informed the Purchasers that as per the Fire norms of MIDC, the Promoters have provided Water Sprinklers in each Flat. The location of the said Water Sprinklers and the height of the pipe from the ceiling to the base of the Water Sprinklers are as per the requirement of Fire norms. The Purchasers hereby agree, declare and confirm not to change the location or length of the pipe of Water Sprinklers and to ensure that the said Water Sprinklers is not covered or blocked (wholly or partly) by anywother structure, beautification feature or covered by false ceiling or obstructed in any other way.
- 36. The Promoters have informed the Purchasers and the Purchasers are aware that they shall not be entitled to use the said premises for all the following purposes:
  - a. Wine Shop
  - b. Non Vegetarian Restaurant
  - c. Mutton Shop
  - d. Beer Bar
  - e. Flour Mill
  - f For immoral numees



- 37. The Promoters have categorically informed the Purchasers, for self and on behalf of all persons/ parties claiming through or under them and on behalf of the Purchaser's nominees/ assigns do hereby agree, declare, confirm and undertake to the Promoters and to MIDC as follows:
  - a) The Purchasers shall keep the Stilts / terraces and other areas in the same conditions as per the approval plans and the Purchasers hereby further undertake that Purchasers shall not misuse the projected Terrace, Ornamental projection, Eleventional projection, Flower Bed, Staircase and lift lobbies as per the plans submitted by the Promoters to MIDC.
  - b) The projected Terrace, Ornamental projection, Eleventional projection, Flower Bed shall not be merged within the Room, failing which the Promoters/ MIDC shall take disciplinary action against the Purchasers.
  - c) The Purchasers hereby further undertake that at the point of time when there is Deed of Conveyance /Lease Deed / Vesting documents being prepared, the Purchasers shall add the above mentioned conditions in the conveyance.
  - d) This clause shall be binding on the entire Society and its members.
- The Promoters shall give the possession of the said premises to the Purchasers after the said Complex /building is ready for use and the Building Completion or Part/ Full Occupation Certificate shall have been obtained from the MIDC or other relevant authority or body or public authority. The Promoters shall give possession of the said premises to the Purchasers on or before 35 March 2019, Subject to Force Majeure and reasons beyond the Control of the Promoters shall be entitled to reasonable extension of time for completing construction of the said Premises within the aforesaid period if the same is delayed on account of

War, civiled mmotion or act of God;

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Any notice order notification of the Government and / or other public or other public or competent authority;

Civil commotion, agitation by local persons, strike (full or partial).

Non availability of any vital building material including cement, steel, sand.

Order judgment / decree of any judicial / quasi-judicial body or authority restraining the development of the said Plot.

Any suit, action, litigation, disputes restraining the development of the said Plot.

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- viii. And also the Promoters shall not be liable for any delay that shall be caused due to any delay on the part of Government, Semi Government, MIDC, revenue Authority or any other concerned authority in granting the necessary permissions, sanctions, NOC that shall be required by the Promoters from time to time.
- 39. On obtaining the Part Occupancy/Occupancy Certificate from the concerned authority the Promoters shall be entitled to hand over possession of the said premises to the Purchasers even though permanent electricity and water connections are not sanctioned by the concerned authorities. The Purchasers shall not be entitled to make any claim or demand on the Promoter's for the delay in getting the permanent electric and water connections. On the Promoters offering possession of the said premises to the Purchasers, the Purchasers shall be liable to bear and pay their proportionate share in the consumption of electricity and water.
- 40. The Purchasers shall, within 10 days of the receipt of the written notice by them from the Promoters stating that the said premises is ready for use and occupation, pay the entire pending consideration and take possession of the said premises.
- 41. The Purchasers shall be entitled to take possession of the said premises if the Purchasers have duly observed and performed all the obligations and stipulations contained in this Agreement and the Purchasers shall observe, perform and also pay to the Promoters all the amounts and whatsoever amounts payable by the said Purchasers to the Promoters under this Agreement & not otherwise. Provided however till such time as the Purchasers does not pay the entire monetary consideration together with the entire other charges payable hereunder, the Purchasers shall not be entitled to obtain the possession of the said premises purchased by them. Provided however the Purchasers shall be liable and responsible to pay to the Promoters the maintenance charges and other charges as shall be demanded by the Promoters for the said premises.
- 42. The Promoters shall not be liable for any loss, damage injury or delay due to Maharashtra State Electricity Distribution Co. Ltd. causing delay in sanctioning and supplying electricity or due to MIDC / Local authority concerned, causing delay in grant supplying permanent water connection or such other service connections necessary for string / occupying the said Premises.
- 43. The Purchasers shall be liable to bear and pay all taxes and other charges payable in respect of their premises and common expenses of their Building proportionally from the date from which MIDC has granted the Occupancy Certificate to the Promoters and shall also be liable to pay service charges and outgoings from the date the Promoters obtain the Part Occupancy / Occupancy Certificate from the MIDC.

- a) Legal and document charges at the time of execution of this Agreement.
- b) Transfer charges payable to MIDC.
- c) Charges for valuation report, if required.
- d) Co-operative Society/ Condominium of Apartments /Limited Company formation/ registration charges.
- e) Property Tax from the date of receipt of the Part Occupation Certificate.
- f) Service Charges, Cess or any other taxes or charges levied by the MIDC, state or Central Government authorities.
- g) Any other charges, taxes and expenses levied by the Government / Revenue authorities.
- In addition to the agreed consideration and other charges mentioned hereinabove, the Service Tax, Value Added Tax, GST, LBT (Local bodies Tax) payable to the Central Government /State Government or any other or additional taxes, charges, levies as and when levied on the sale of the said premises shall be borne and paid by the Purchasers alone. It is hereby specifically agreed by the parties hereto that the liability of the Purchasers to pay the above service tax/ VAT/GST/ LBT and any other taxes/levies shall remain in force even after the Promoters have handed over the possession of the said Premises to the Purchasers. And at no point of time the Promoters shall be liable to bear or pay the same in any manner whatsoever. The above amounts shall be payable at the time of execution of this Agreement or as and when demanded by the Promoters.
- 46. Upon the possession of the said premises being delivered to the Purchasers, the Purchasers shall be entitled to the use and occupation of the said premises and thereafter the Purchasers shall have no claim against the Promoters as to any defect in any item or work of construction of the said premises or on any ground whatsoever.
- The Purchasers shall after the expiry of a period of 10 days after the receipt of the notice from the Bromoters that the said premises is ready for use and occupation be liable to bear and pay all taxes, ground rents and charges for electricity and other services and outgoings payable in respect of the said premises, as provided herein irrespective of the fact whether they have taken possession of the premises from the Promoters or not.
- A Taxes if any levied by the MIDC, Gram Panchayat/ any other competent authority in respect of the said premises and accordingly the said Premises agreed to be purchased by the Purchasers shall pay the proportionate amount of the said additional ground rent. The determination by the Promoters or the Society, as the case may be, of the ground rent payable by the Purchasers of the premises shall be accepted as final and binding upon the

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Promoters may deem fit, necessary and proper. Upon the Promoters obtaining the Occupation Certificate in respect of the last of such building or full Occupation Certificate for the entire lay out, the Promoters shall commence the formation of Co-operative Society either for one building or for cluster of Building/s and separate Society for other building / cluster of Buildings as the Promoters may determine in their absolute discretion. In the alternative the Promoters may form one Co-operative Society for the entire lay out. In case if the Promoters decide to form more than one Co-operative Society for the entire project, then the Promoters shall also form an Apex / Federation of Society. Upon formation of such Apex / Federation of Society, the Promoters shall within stipulated period from the registration of Apex / Federation of Society execute Deed of Conveyance / Vesting Documents in favour of such Apex / Federation of Society conveying / vesting the said plot along with the Building constructed thereon. Such Deed of Conveyance / Vesting Documents shall be prepared in accordance with the Rules and Regulation as may be the prevalent.

- The Purchasers, along with other purchasers of Flats / Shops/ Commercial premises in 50. the building, shall join in forming and registering the Society or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within 15 days of the same being forwarded by the Promoters to the Purchasers, so as to enable the Promoters to register the organisation of Purchasers. No objection shall be taken by the Purchasers if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The required papers for formation of Co-operative Society shall be kept at suitable place as the Promoters may deem fit, necessary and proper and the Purchasers shall attend the said Office and sign the necessary documents and submit the required proofs and other details as required by MIDC within the stipulated period.
- 51. The Purchasers, at the time of taking possession, agree and bind the pay to the Promoters such amount in advance as the Promoters may demand being the lump sum amount towards the General maintenance charges for the said Premises pending the formation of Co-op Society. (Excluding the proportionate Property tax). The Promoters have exclusive right to determine the said Maintenance charges payable by the Residential premises user and the Commercial premises user in accordance with the utility used by them. The Promoters shall not be liable to render any accounts for the above maintenance charges not shall they be table to refund any amount to the Purchasers or the Co-op Hsg Society that shall be formed. On the receipt of the bill for property tax from the MIDC, the Purchasers shall pay their proportionate share of property tax for the said Premises immediately on demand either by the Promoters of

advance as the Promoters may demand being maintenance charges until the Deed of Assignment / Lease Deed / Vesting Documents of the said plot with Building or Buildings is executed in favour of the Co-operative Housing Society and/or other body corporate and/or other organization (hereinafter referred to as "the said Society"). After the formation of the Society and after the Promoters have handed over the charge of the said Building to the Society, the Purchasers shall pay to the said Society their proportionate share that may be decided by the said Society as the case may be, all rates taxes ground rent (including additional ground rent levied by the MIDC in respect of the premises) dues, duties, impositions, outgoings and burdens now or at any time levied, assessed or imposed upon or in respect of the said plot or the said new Building or occupiers thereof by the MIDC or the Government or Revenue authority in respect of the said Building/s or the use thereof and payable either by the Purchasers or occupiers and shall also pay their proportionate share of all outgoings in respect of the said premises viz. taxes, ground rent, additional ground rent, insurance, sanitation charges, water charges, charges in respect of common electricity consumed, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said premises and the Purchasers shall indemnify and keep indemnified the Promoters in that behalf.

- 52. The Purchasers have perused and are aware of all the terms and conditions contained in the said documents, recited above. The Purchasers hereby agree and undertake that notwithstanding anything to the contrary contained herein or in the said documents they shall be bound and liable to pay to the Promoters their proportionate shares in all respects taxes, outgoings and other charges in respect of the said premises from the period referred herein and in accordance with the provisions of this Agreement.
- tenantable repair and condition at their own costs & shall not do or suffer to be done anything in or to the said building of the said premises, staircases and common passages which is or may be contrary to or against the rules or bye-laws of the MIDC or any other authority. The Purchasers wither covenants with the Promoters and through them with the Purchasers of the other premises in the said Complex / building that they at any time shall not demolish or caused to be demolished any structure in the said Complex / building or any part or portions of the same nor will they at any time make or caused to be made any new construction of whatsoever nature on or in the said Complex /building or any part thereof nor will make any additions or alterations in or to the said premises or said Complex /building and balcony, Projected Terrace, Ornamental Projections, Elevational Projections in the front without previous consent of the MIDC or the Promoters of the said Society, as the case may be. The Purchasers from the date of possession will maintain the lift, water pump, firefighting equipment and other assets provided by the Promoters at their own cost: The Promoters will not be held responsible for the same in

any manner whatsoever-

- 54. Nothing contained in these presents is intended to be nor shall be construed to grant demise or assignment in law of the said premises or the said plot or any part thereof or the said Complex /building thereon or any part thereof. Such grant demise or assignment as aforesaid shall take place only upon the transfer by the Deed of Assignment / Lease Deed / Vesting Documents of the said plot and of the Building to be constructed thereon to the said Society.
- 55. So long as all or any of their dues herein stated remains unpaid and so long as the said Society shall not be registered the Purchasers shall not without the prior consent in writing of the Promoters let, sublet, transfer, assign or part with the possession of the said premises or any part thereof.
- The Purchasers along with such other persons who shall have taken possession or acquired the Premises from the Promoters as well as the Allottee/s shall form themselves into a Co-operative Society under and in accordance with the Maharashtra Co-operative Societies Act, 1960 or any other body corporate or other organization determined by the Promoters. The said Complex shall always be known as "NISARG GREENS" and the said society or any other body corporate or other organization determined by the Promoters on the said plot shall always be known by such name as suggested by the Promoters and approved by the authorities. The Purchasers shall co-operate with the Promoters in forming, registering and incorporating the said Society and shall sign all necessary papers and documents and do all other acts and things as the Promoters may require the Purchasers to do from time to time in that behalf or safe guarding or better protecting the interest of the said Society and that of the Purchasers of the Premises in the Complex / building. All costs and charges for above shall be borne and paid by the Purchasers alone.
- 57. In respect of any amount liable to be paid by the Purchasers to the Promoters under or by virtue of this agreement the Promoters shall have a first lien and charge on the said premises so long as the same shall remain unpaid. All unsold Premises and other areas will also remain as the property of the Promoters.
- The Purchasers and the person/s to whom the said premises shall have been lest sublet, transferred, assigned or given possession of and in accordance with the provisions hereof shall duly observe and perform all the rules and regulations of the said Society that may be in force from time to time relating to the protection and maintenance of the said building with Premises thereof and for the observance and carrying out the building rules and regulations and Bye-laws for the time being enforced by the MIDC, the Government and/ or any public body or any other local authority.

59. It is expressly agreed and confirmed by and between the parties hereto that the terrace which is attached to the respective premises will be exclusive possession of the Purchasers of

to the Purchasers of the premises with an attached terrace with exclusive rights of the said Purchasers to use the said terrace.

- 60. The Promoters shall not be bound to carry out any extra work in the said premises agreed to be sold by the Promoters to the Purchasers under this Agreement.
- 61. After the said Society or body corporate and /or other organization shall have been duly registered and after the completion of the said Complex / building and after all the Premises in the said Complex / building shall have been sold and disposed off by the Promoters and after the Purchasers of all the Premises in the said Complex / building shall have paid in full their respective dues payable to the Promoters and strictly complied with all the terms and conditions of their respective agreements with the Promoters, thereafter the Promoters shall procure the Deed of Lease /Assignment / Vesting Documents or other document transferring the said plot together with the Complex /building in favour of the said Society. All the costs and expenses for Deed of Lease /Assignment/ Vesting Documents shall be borne by the Purchasers alone.
- The Purchasers further agree and bind themselves to pay from the date of delivery of possession of the said Premises (the date means the date on which the Promoters shall give notice to the Purchasers that the said Premises is ready to be handed over to them) the proportionate share to be determined by the Promoters and all outgoings taxes and other taxes levies, insurance, water charges, common lights, sewage, sanitation, electric bills and all other expenses incidental to the management and maintenance of the plot until the MIDC taxes and water charges are fixed and / or assessed separately and exact amounts are worked out for each of the Premises. PROVIDED HOWEVER that the Purchasers shall pay such further amounts or amount to the Promoters as required by them from time to time towards the aforesaid deposit or any other deposits in the event of the said deposit/s being insufficient to meet the expenses.
- The Purchasers agree and undertake that from the aforesaid date of possession they shall regular play such amounts as is determined by the Promoters every month in advance on account of taxes, water charges, insurance, maintenance, expenses etc. to the MIDC as aforesaid by the Promoters and the Purchasers shall indemnify and keep indemnified the Promoters against the said charges in respect of the said Premises. The outgoings payable by the Purchasers shall be as per the intimation/Bills sent by the Promoters from time to time.
- hereby agreed to be acquired by the Purchasers. All open spaces, floor spaces indexes, staircases etc will remain to be the property of the Promoters until the whole plot together with the structures standing thereon are transferred to the said Society but subject to the rights of the Promoters contained herein.

- 65. So long as the said premises in the said Complex /building shall not be separately assessed for MIDC charges and water rates, the Purchasers shall pay proportionate share of the water tax assessed on the whole Complex /building, such proportions is to be on the basis of the proportionate area of the premises in the said Complex /building agreed to be purchased by the Purchasers.
- 66. The Purchasers hereby agree that in the event of any amount to be paid by way of premium or security deposit to the MIDC or the State Government or to any other competent authority for betterment charges or development tax or security deposits for the purpose of giving water connection or any other tax or payment of similar nature becoming payable by the Promoters, the same shall be reimbursed by the Purchasers to the Promoters in proportion to the area of the premises agreed to be purchased by the Purchasers and in determining such amount the decision of the Promoters shall be conclusive and binding upon the Purchasers.
- 67. In the event of the said society or other body corporate being formed and registered before the sale /allotment and disposal of all the Premises and other areas in the said Complex/building by the Promoters the power and authority of the said society and the Purchasers of the Premises shall be subjected to the overall authority and control of the Promoters or any of the matters concerning the said Complex/building and the construction and completion thereof and all amenities pertaining to the same and in particular the Promoters shall have absolute authority and control as regard to all the unsold Premises and other areas and to the disposal of the same thereof.
- 68. The Promoters shall not be liable to pay any maintenance or common expenses in respect of the unsold Premises and other areas in the said Complex /Building. The Promoters shall however, bear and pay the Municipal taxes and dues to the Corporation for the same.
- During the course of construction, if the Purchasers are desirous of visiting the said plot, the Purchasers shall obtain a written permission from the Promoters During such Visits to the Site, in case if there is any accident / mishap or casualty then the Promoters will not be their responsible or liable in any manner whatsoever.
- Assignment / Lease Deed / Vesting Documents and all other documents which are to be, or may be executed in pursuance of this Agreement. The Purchasers shall bear all costs, professional charges and expenses for the same and further shall also bear all expenses for the Stamp Duty, Registration Charges for the Deed of Assignment /Lease Deed / Vesting Documents or any other Deed/s, consents, writings and any other documents, all costs in connection with the formation of the Society and /or body corporate or other organization, the

Promoters shall be borne and paid by the said Society or proportionately by all the Purchasers of the Premises in the said Building alone.

- 71. It is understood by the Purchasers that whatever payments are made by the Promoters or are paid by them in connection with or incidental to this Agreement or any other documents in respect of the said plot in which the Purchasers premises is situated, then the same shall be reimbursed by the Purchasers to the Promoters on demand.
- 72. That the Purchasers shall also pay their share of insurance premium to keep the Complex /building insured against loss or damages by fire or by any natural calamities and to get an Insurance Policy of a sum equivalent to the total sale price of all the Premises, in the said Complex /building with a company to be approved by the Promoters. All the moneys as and when received by virtue of any such insurance shall be spent in rebuilding or repairing the premises. Whenever any damage is caused, for any reasons whatsoever, the Purchasers shall pay their proportionate share for reinstating or replacing the same and shall nevertheless continue to make all the payments to reinstate the said building/s, as if no such destruction or damage has happened. The Purchasers shall pay their proportionate share of expenses for keeping the said Complex /building in good and substantial repair and condition to the satisfaction of the Promoters.
- The Promoters have informed the Purchasers about their intention to grant / sell the parapet walls of the terrace, blank walls on the external periphery of the said building or in any suitable place in the said complex. (hereinafter called "the said hoarding space") and the same shall be utilized only for the purpose of advertisement which includes hoardings, any display of such sign-boards as well as neon light and the Purchaser/s of such hoarding space shall install separate electric meter for neon-light and shall also bear and pay the MIDC's taxes directly or through the Society to be formed. The Purchaser/s of the hoarding space shall not contribute for any other outgoings to the said Society. The Purchasers shall not object in any manner and shall object with the Purchaser/s of such hoarding space and admitting them as nominal members of the said Society etc. The Purchaser / Society will honor the agreement/understanding between the Promoters and holder of advertising space. The Promoters and building and the suitable place of the said building and the purchaser / society will not object it.
- 74. Any delay, indulgence and negligence on the part of the Promoters in enforcing the terms and conditions of these presents or any forbearance or the grant of time to the Purchasers shall not be construed as a waiver on the part of the Promoters for the breach of any of the terms and conditions of these presents nor shall waiver in any way, prejudice the

rights of the Promoters

of Real Estate (Regulation and Development) Act, 2016 upon coming into force or any amendment or re-enactment thereof for the time being in force or any other provisions of law applicable thereto.

76. a) All notices to be served on the Purchasers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers by courier, registered post, prepaid post under Certificate of Posting at their address specified below:-

Name: Mr. Vijay Yeshwant Lotankar and Mrs. Vandana Vijay Lotankar

Address: 143-4273, Akashganga Co-Op. Hsc. Kannamvar Nagar-2, Vikhroli (East), Mumbai 400083

- b) In case if the Purchasers changes their address specified herein then and in that event, the Purchasers shall intimate by Registered AD Letter the new address and shall cause the Promoters to rectify their records by recording the new addresses. In case if the Purchasers fail/s to provide the Promoters their new address then the Promoters shall not be liable or responsible for the non receipt of any letter or communication from the Government authorities and the Purchasers alone shall be responsible for all legal consequences arising there from.
- 77. The Purchasers and the Promoters shall immediately after the execution of this Agreement as well as Deed of Conveyance / Assignment of Lease / vesting documents in favour of said Society lodge the same for Registration with the concerned Sub-Registrar of Assurances a within the time limit prescribed by the Registration Act and the Purchasers shall within two days after lodging the same intimate the Promoters of having done so with the date and serial number which the same has been so lodged for Registration of the Agreement. All out of pocket costs, charges and expenses including the Stamp duty and registration charges of and incidental to this Agreement as well as Deed of Conveyance / Assignment of Agreement and the Promoters will attend such office and admit execution thereof.
- In case if the Purchasers, with the prior consent of the Promoters, sellist passer/s their rights, title and interest in respect of the said premises to any third person party within a period of one year or such other stipulated period, then as per the provision of party Stamp Act, 1958, the Purchasers shall be entitled to the refund/ adjustment of the Stamp Duty paid by them on the said premises. Provided however all the necessary application to the concerned authorities and compliance of the terms and conditions of the concerned authorities shall be done/complied by the Purchasers alone.
- 79. It is expressly agreed that the competent Courts or the Real Estate Appellate Tribunal

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN AS HEREINAFTER APPEARING.

### FIRST SCHEDULE

(Description of the said plot)

All that piece of land known as Plot No.RH-1 in the Ambernath Industrial Area, within village limits of Ambernath and within/outside the limits of Municipal Council in rural area Taluka & Registration Sub District Ambernath/ Ulhasnagar, District & registration District Thane, containing by admeasurements 102071 Square meters or thereabouts and bounded as follows, that is to say:-

On or towards the North by : MIDC Road R/W 20 meters & Modern Education Society School

On or towards the South by : MIDC / Private Land
On or towards the East by : MIDC / Private Land
On or towards the West by : MIDC / Private Land

### SECOND SCHEDULE

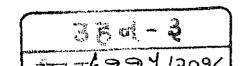
(Description of the premises)

Flat No. 1005 on the 10<sup>th</sup> Floor, in Building no. 4 Known as Orchid B, in the First Phase, admeasuring 43.37 Square meters or thereabouts (Carpet Area) equivalent to 467 Square feet (Carpet Area) in the Project known as "NISARG GREENS" constructed on the plot more particularly described in the First Schedule mentioned hereinabove.

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V.V. Warker

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# THIRD SCHEDULE (PAYMENT SCHEDULE)

The said consideration of Rs.4371000/- (Rupees Forty Three Lakh Seventy One Thousand Only) shall be paid by the Purchasers to the Promoters as per the following scheduled manner:-

Stages	Amount (Rs.)
On Booking	Rs.437100/-
On Completion of Plinth/Foundation	Rs.1092750/-
On Completion of 1st Slab Work	Rs.218550/-
On Completion of 3rd Slab Work	Rs.218550/-
On Completion of 5th Slab Work	Rs.218550/-
On Completion of 7th Slab Work	Rs.218550/-
On Completion of 9th Slab Work	Rs.218550/-
On Completion of 11th Slab Work	Rs.218550/-
On Completion of 13th Slab Work	Rs.218550/-
On Completion of 15th Slab Work	Rs.218550/-
On Completion of 17th Slab Work	Rs.218550/-
On Completion of 19th Slab Work	Rs.218550/-
On Completion of Brick Work	Rs.131130/-
On Completion of Plastering Work	Rs.131130/-
On Completion of Tiling & Plumbing	Rs.131130/-
On Completion of Door, Windows & Wiring	Rs.131130/-
On Offering Possession	Rs.131130
	1 / / / w

J. V. lotankas

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**Total** 

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MR. GIRISH DEDHIA

IN THE PRESENCE OF

[1] RADENDRA . B. ARGEKAR - PFAVL

[2] Suryawan & hinde - Sh

SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PURCHASERS

MR. VIJAY YESHWANT LOTANKAR

J. V. btankar

MRS. VANDANA VIJAY LOTANKAR

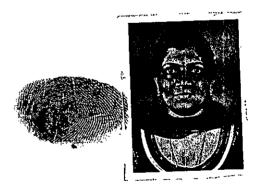
IN THE PRESENCE OF

[1] PATENDRA. B. ARGEICAR - PRAVIO)

[2] Sudgenian Shirder 85)

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#### RECEIPT

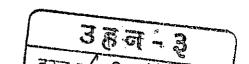
RECEIVED OF AND FROM THE WITHIN NAMED PURCHASERS MR. VIJAY YESHWANT LOTANKAR AND MRS. VANDANA VIJAY LOTANKAR THE DAY AND THE YEAR MENTIONED FIRST HEREIN ABOVE THE SUM OF RS.51000/- (RUPEES FIFTY ONE THOUSAND ONLY) BY CHEQUE NO.222676, DRAWN ON STATE BANK OF INDIA, VIKHROLI EAST BRANCH DATED 29-04-2018 PAID BY THEM TO US BEING THE EARNEST MONEY DEPOSIT/ PART PAYMENT TOWARDS THE WITHIN MENTIONED AGREED MONETARY CONSIDERATION ON THE EXECUTION HEREOF AS PER THE TERMS & CONDITIONS OF THIS AGREEMENT. (CHEQUES SUBJECT TO REALISATION)

WE SAY RECEIVED

FOR M/S NISARG NIRMAN DEVELOPERS

MR. GIRISH DE-DHIA (AUTHORIZED PARTNERS)





#### **LIST OF ANNEXURES:**

Annexure A --- MIDC's Letter dated 26-05-2014for approval of Building plans.

Annexure B --- Commencement Certificate and Development

permission.

Annexure "C"— A Layout Plan of the said Plot.

Annexure "D" --- Report on Title.

Annexure "E" --- NOC issued by IDBI Trusteeship Services Limited for the sale of the said

premises.

Annexure "F" --- Typical floor plan of the Flat/ Commercial premises/ Shop.

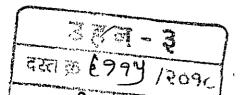
Annexure "G" --- List of Amenities.

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V.V. Cofankas

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## Annexure "A"



# MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION

(A Government of Maharashtra Undertaking)

Email:- eeambernath@midcinda.org Contact No. :- 0251-2610377

No. EE/AIA/ RH-1 / B-53136 / 14, Office of the Executive Engineer, MIDC, Ambernath Civil Division, Ambernath. Date: - 26/05/2014

Mis. Nisarg Nirman Developers., Plot No. RH-1, B Cabin Road, MIDC Residential Zone, Ambernath.

Sub: - Ambernath Industrial Area...

Approval to Fresh building Plans for proposed Residential cum Commercial Complex on Plot No. RH-1, B- Cabin Road, MIDC Residential Zone, Ambernath.

Ref: - 1) Your application Dt. 15/04/2014

2) Your Online application No. SWC / 278658 dt. 22/05/14

3) Provisional Fire NOC issued by Chief Fire Officer , MIDC Andheri. vide No. MIDC/Fire/1230 Dt.22/05/2014.

Dear Sir,

1] The set of Fresh Building plans, received from you, vide your letter cited above, are hereby approved subject to following terms and conditions. One set of approved drawing is returned herewith for your reference and record. This approval is granted for Building Plans only as per provisions of Revised Development Control Rules & Regulations 2009 and no work shall be commenced unless prior Environment Clearance is obtained by you as per MOEF notification dated 14/09/2006 and subsequent amendments.

2] You had submitted the plans and drawings for 8128.29 Sqm of plinting rea in/S the plot area of 102071.00 Sqm. at present; this office has approved the plans for 1,37,674.75 Sqm up to date built up area. This office has approved Seventy Seven Nos. of drawing detail of which are attached in the accompanying, statement.

3] You will have to obtain following permissions /clearances /consents ] commencing any work at site.

A) Consent to Establish from Maharashtra Pollution Control Board.

B) Environmental clearance is to be obtained from the state level committee of Central level committee as per the applicability as per MOEF notification dt. 14th September 2006.

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- C) All Statutory / Mandatory approvals, clearances required for the project.
- D) Revised provisional fire NOC issued by MIDC Fire Department, Andheri.
- 4] You are requested to submit the certified copies of the letter of approval in triplicate from the above authorities to the office of the undersigned, before any work is started

6] Temporary structures shall not be allowed except during construction period (after obtaining prior approval from Executive Engineer.) and the same shall be demolished immediately after building work is completed.

7] During the period of construction, stacking of materials shall be done only in the area of plot allotted. In no case, material be stacking along MIDC, road land width/open plot area.

- 8] The boundary marks demarcating the boundary of the plot shall be properly preserved and kept in good condition and shown to Department staff as and when required.
- 9] No tube well, bore well or open well shall be constructed by the plot holder in the plot except that is required for rain water harvesting as approved by Executive Engineer.
- 10] Work of water supply and drainage shall be carried out through the agency licensed plumber only as per MIDC water supply Regulations 1973 and further modifications to the same. Separate approval for sewage / water supply connection is to be obtained from the Executive Engineer, prior to start of the actual construction work.
- 11] Plans for any future additions, alterations or extensions will have to be got approved from this office as well as departments competent to do so.
- 12] The present approval to the plans does not pertain to approval to the structural design and RCC members, foundations etc. It is only locational approval to the structure with reference to the plot.
- 13] In case any power line is passing through the plot, the plot holder should approach MSEB and obtain their letter specifying the vertical and horizontal clearance to be left and plan his structures accordingly.
- 14] Whenever a compound wall and gate is constructed, the gate should open inside the plot and if the plot is facing on two or more sides of the road then gate shall be located at least 15 m. away from the corner of junction or roads.
- 15] The treated sewage from the treatment plant shall be used for plantation and gardening purpose and balance soaked in a soak pit. (If sewer lines are not available in the are in case sewerage system is functioning, sewage shall be connected to the drainage plantation and provide after a sewerage system is functioning, sewage shall be connected to the drainage plantation and provide a sewerage system. The sewage shall be pretreated confirming to the standard mentioned in consent of Maharashtra Pollution Control and Control Maharashtra.

as uninterrupted water supply cannot be guaranteed.

to be ensure that the maximum quantity of rain water that flow at the point of entry of stream is allowed to flow uninterrupted through the plot and up to the point of out flow of the original stream. The points of entry and exit of the natural stream not be changed. The detailed plans section and design for allowing maximum expected discharge of rain water through the plot have to be furnished the office and no filling of plot and diversion of nalla should be under taken unless a written permission for the work proposed, is taken from the Executive Engineer.

18] The validity of the Plan Approval is for 12 (Twelve) months from the date of issue of this letter. The date of starting construction work and date of completion shall be informed to the Executive Engineer in charge immediately. The construction shall be completed within period given in lease agreement.

19] The breach of any rules stipulated will render the plot -holder liable for action as provided in MIDC., Act 1961 (II) of 1962 and regulations made there under and also terms of lease agreement and schedule of penalties prescribed by the Corporation for this purpose.

20] MIDC has got powers to add, amend, vary or rescind any provisions of Development Control regulations from time to time as it may deem fit, and the plot-holder has to be abide by these rules and regulations.

21] As soon as the building work is completed, you shall approach the Executive Engineer, MIDC, Civil Division Ambernath to get the work verified and building shall not be occupied unless Building Completion Certificate/ Occupancy Certificate is obtained from this office.

22] The plot-holder within a period of one year from the date of agreement to lease, shall plant at least one tree per 200 Sq. m. of plot area along the periphery of the plot. In addition, shall also plant one tree per 15 m. on the frontage of road or part thereof inside the plot and maintain the trees so planted in good condition throughout the period of agreement to lease and lease agreement.

23] The basement provided is to be used only for parking purpose.If the basement is proposed to be used for storage of house hold or other goods of ordinary non combustible material, strong room, bank lockers or safe deposit vaults, electric sub stations (Confirming safety requirements) with prior written permission of MIDC then required parking shall be provided by you as affected.

24] The plot-holder shall inform the Executive Engineer to check up the layout of the building when the plinth level of building is completed. This is an obligatory condition to be done at the initial stage only.

### 25] The plot holder has paid:-

i) Development Charges amounting to Rs.4, 90, 78,000 / vide DR No. 107782-8-407783 dt.26/05/2014 dt.26/05/2014 dt.26/05/2014 dt.26/05/2014 dt.26/05/2014 dt.26/05/2014 dt.26/05/2014 dt.26/05/2014 dt.26/05/2014 dt.26/05/2014

The plot number shall be displayed at main entrance of plot

The plot holder shall construct STP as per MPCB norms, &

posal line of Ambernath Municipal Council, with permission and bod

foundation of the building/structure shall rest on the firm strata and not on made up/filled ground. The Architect and Structure consultant appointed by the owner shall be held solely responsible for this condition.

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- 31) You will have to pay additional premium at prevailing rates, if you intends to regularize / enclose the balconies. Enclosing balconies without prior additional premium at prevailing rates will be violation of Building Plan Approval.
- 32) Neither the grant of commencement certificate nor the approval of the drawing and specifications nor inspections made by MIDC during the carrying out of development shall in any way relieve the applicant of his responsibility for carrying out the development in accordance with the requirement of MIDC current D.C.R.
- 33) All provisions of Provisional Fire NOC issued by Fire Deptt. Vide letter mentioned at Sr. No. 3 under reference shall be strictly followed.
- 34) All provisions that will be suggested during Environment Clearance to the project by the Committee shall be followed.

The undersigned reserves the right to amend / suggest any additional recommendation deemed fit, due to statutory provisions amended from time to time in the DCR - 2009 in the interest of the protection of the corporation.

You are hereby requested to go carefully through the conditions of this letter and take necessary actions accordingly.

Thanking you,

Your's faithfully.

Executive Engineer & MIDC, Civil Division, Ambernath

D.A.: - 1] One statement showing of Drawings approved.

2] Copy of approved drawings.

- ❖ Copy f.w.c.s. to the Regional Officer, MIDC Wagle Estate, Thane for favour of information.
- Copy to the Deputy Engineer, MIDC Sub Division, Ambernath for information.

Copy to the Tax Officer, Ambernath Municipal Council for information.

Copy to Licensed Architect M/s. Homework, A-103, Trishul, 8 th Road., Sindhi Colony, Chembur, Munibai-400071.



Addressed to: - M/s. Nisarg Nirman Developers , Plot No. RH-1 , Ambernath. MIDC, Civil Division, Ambernath. (W) EE/AMB/ CT Name of Industrial Area. :- Ambernath Industrial Area Ų N O Drg. & <u>1</u> & 2 2 7 15 10 ယ 28 To 32 70 27 6 7 귱 4 ဖ Calculation, Section, Elevation Particulars of Drawing Calculation, Section, Elevation ,Parking Calculation, Section, Elevation Terrace Diagram, Amenity Diagram Calculation, Section, Elevation Calculation, Section , Elevation Calculation, Section , Elevation Terrace Gr. Floor, Upper Floors And Terrace Gr. Floor, Upper Floors And Terrace Gr. Floor, Upper Floors And Gr. Floor, Upper Floors And Layout Plan , Area Statement Terrace Gr. Floor, Upper Floors And Terrace Gr. Floor, Upper Floors And Statement , Area Floor Plan, Floor Plan, Floor Floor Plan, Floor Plan, Floor Plan, of 2014, dated:-Plan, Area Area Area Area Area Area &28 = 4 Nos &14=3 Nos. Nos. Res. Building No.3, 15, 26, No.1,12 Res. Building No.2 = 1 No. Res. Building Proposed area for Approval = Residential Building No.1 to No.5 = 1 No. Res. Building No.4 & 16 =2 No.27 = 1 NoRes.Building Res. Building Description 4×10.89= 2x10.89= 3x327.86 Area in =983.58 Gr. Fl. 327.86 21.78 43.56 issued by the Office of the Executive Engineer, 10.35 8.93 =1632.24 1x6x272.04 =1260.421x6x210.07 =3003.12 2x6x250.26 =1501.561x6x250.26 =3003.124x3x250.26 =2252.34 3x3x250.26 1sto 6th FI. 1sto 6th FI. 1sto 6th FI. 1<sup>st</sup>to 3<sup>rd</sup>F1. 15to 3rdF1. 1sto 6th FI Architects Mas Homework 1x6x175.75 1x6x206.21 4x3x206.21 4th to 6thFl. 3x3x206.21 1x6x222,48= 7th 12th F1. 2x6x206.21 4th to 6thFl 7<sup>th</sup>to 12<sup>th</sup>Fl. 7<sup>th</sup>to 12<sup>th</sup>FI. 1334.88 7<sup>th</sup>to 12<sup>th</sup>Fl. =1237.26=2474.52=1855.89=1554.50=2474.52 STR Upper (S) \* दुख्यम निक्रं SEAL OF THE 3x6x250.26 =1334,88 4x6x250.26 1x6x272.04 13th to 18th FI 1x6x210.07 13th to 18th FI 2x6x250.26 13th to 18th Fl. 1x6x250.26 13th to 18th FI. 7<sup>th</sup>to 12<sup>th</sup>FI. 7th 12th Fl. =1260.42=1501.56 =6006.24 =3003.12=4510.08 4x3x206.21 3x3x206.21 13th to 15th Fl. 13th to 15th Fl. Dist =2474.52 =1855.89hitec 3 & Interio O. 4x3x250.26 3x3x250.26 16th to 18th 16th to 18th F 2096 9 Çħ रत =2252.34 =3003.12Desi \$ Q

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		75 77	770	68 69	64 67	63 7 8	To	54 56 57	70 50	39 To 44	Drg. No.
		Commercial Bidg.No.3-Basement ,Gr. Floor , Upper Floors And Terrace Floor Plan, Area Calculation, Section Elevation etc	Gr. Floo Ferrace Julation,	Gr. Flo	Gr. Floor , Upper Floors And Terrace Floor Plan, Area Calculation, Section ,Elevation	Gr. Floor , Upper Floors And Terrace Floor Plan, Area Calculation, Section ,Elevation	race F	race Floor Plan, culation, Section Eleva	, Upper Floors And Floor Plan, Area on, Section Elevation	Floor Plan, Area on, Section Elevation	ticulars of Drawing
	Total :-	Commercial Building No 3	Commercial Building No 2	Commercial Building No	Res. Building No.11 =1 No.	Res. Building No.9 =1 No.	No.7 & 8	Res. Building No.17,19,21, 23 & 25 =5 Nos.	Res. Building No.10,13,18, 20,22 & 24 =6 Nos.	Res. Building No.6 = 1 No.	Description
	8128.29	251.11	1444.79	326.16	604.23	332.38	2x10.01 =20.02	5x340.29 =1701.45	6x340.29 =2041.74	10.35	Gr. Fl. Area in Sqm
		1 <sup>st</sup> FI. to 3 <sup>rd</sup> FI. 3x347.64 = 1042.92	1 <sup>st</sup> FI. = 1405.10	1 <sup>st</sup> FI. 1x806.75 = 806.75	1 <sup>st</sup> to 18 <sup>th</sup> FI. 18x230.69 = 4152.42	1 <sup>st</sup> to 18 <sup>th</sup> FI. 18x213.45 = 3842.10	1 <sup>st</sup> to 18 <sup>th</sup> F1. 2×18×232.02 = 8352.72	1 <sup>st</sup> to 3 <sup>rd</sup> FI. 5x3x272.04 = 4080.60	1 <sup>st</sup> to 6t <sup>h</sup> FI. 6x6x272.04 = 9793.44	1 <sup>st</sup> to 3 <sup>rd</sup> FI. 1x3x272.04 = 816.12	
		5 <sup>th</sup> FI. to 7th CFI. FI. 3x347.64 = 1042.92	2 <sup>rd</sup> Fl. = 639.91	2 <sup>nd</sup> Fl. 640.69				4 <sup>th</sup> to 6thFL 5x3x222.48 = 3337.20	7 <sup>th</sup> to 12 <sup>th</sup> F1. 6x6x222.48 = 8009.28	4 <sup>th</sup> to6 <sup>th</sup> F1. 1x3x222.48 = 667.44	Upj
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		Dist 7: M	49367					13 <sup>th</sup> to 15 <sup>th</sup> FI. 5x3x222.48 = 3337.20		13 <sup>th</sup> to 15 <sup>th</sup> FI. 1x3x222.48 = 667.44	in Sqm
	7-1	2()		90				16 <sup>th</sup> to 18 <sup>th</sup> FI. 5x3x272.04 = 4080.60		16 <sup>th</sup> to 18 <sup>th</sup> F1. 1x3x272.04 = 816.12	

EMARKS..- 1. Plot Area.

2. Up to date ground coverage in m<sup>2</sup>: 32,951.94 M<sup>2</sup>

:- 102071.00 M<sup>2</sup>

3. F.S.I. in Ground coverage

4. Total built up area in M2.

5. Total F.S.I consumed.

-0.32 < 0.33

:- 1,37,674.75 M²

:- 1.349 < 1.35

Executive Engineer & SPA MIDC, Civil Division Ambernath.



EE / AIA/ RH-1/B-53136 / 14 dated 26/05/2014 issued by the office of the Executive Engineer

MIDC Civil Division, Ambernath(W)
Addressed to M/s, Nisarg Nirman Developers, Plot No. RH-1, Ambernath Architect: M/s. Homework, Architect & Interior Designer, Mumbai.

THE DETAILS OF PROPOSED CONSTRUCTION BUILT UP AREA

																	<u> </u>			7					
	Total Residential + Commercial			9=7+8	303.24	7825.05	9716.86		8785.61	8951.45	6955.33	6899.30		6899.30	6991.62	6643.98		6643.98	6643.98	66.42 00	0645130	6643.98	6551.66	6551.66	6551.66
	Total Residential Area	<del>-</del>		80	303.24	0.00	7157 37	/12/.3/	7157.37	7157.37	6551.66	6551 66	00:475	6551.66	6643.98	66/13 00	00.5.00	6643.98	6643.98	2000	6643.98	6643.98	6551.66	6551.66	6551.66
	Total Commercial Area			/=3+4+5+6	0.00	7825.05	2559.49	2000	16.8.24	1794.08	403.67	347.64		347.64	347.64	0.00		0.00	0.00	0	000	0.00	0.00	0000	0.00
	Commercial Area in Residential	Bldgs.	9		0.00	5802.99	0.00	0	20:0	00.00	00.00	0.00	00 0	00.0	0.00	0.00	6	00:0	0.00	0.00		00:00	0.00	0.00	0.00
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+			7157.37	7157.37	7157.37	137674.75	7
Total Residential + Commercial		9=7+8		71	17	1376	
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Total Commercial Area		7=3+4+5+6	000		OÖ.O	1	
Commercial Area in	Residential Bldgs.	9	00:0			58	
Commercial Bldg. No 3		ī,	00:00	00 0	00.0	2336.95	
Commercial Bldg. No 2		4	00:0	00.0	00.00	5339.91	
Commercial Bldg. No 1		3	00.00	00.0	0.00	1773.60	
Floors		. 2	18 Sixteenth Floor	19 Seventeen Floor	20 Eighteen Floor	Grand Total	
Sr. No.		H	18	13	70		

102071.00 Sqm	2 60 62910
	0.90X102071
1 PLOT AREA	2 NET PLOT AREA

3 PERMISSIBLE FSI (1.00)

4 ADDL. PERMISSIBLE FSI = 91863,90X0,50

6 PERMISSIBLE COMM. AREA = 15% OF PLOT 5 MAX.PERMISSIBLE BUILT UP AREA

137795.85 Sqm

15310.65 Sqm

122485.20 Sqm 122421.30 Sqm 15253.45 Sqm

91863,90 Sqm 45931.95 Sqm

7 BALANCE AREA PERMISSIBLE FOR RESIDENTIAL USE

9 PROPOSED COMMERCIAL AREA 8 PROPOSED RESIDENTIAL AREA

a SHOPS ON G.F. OF RES. BLDG.

b COMMERCIAL BUILDING NOT SEAL c COMMERCIAL BUJÓN

d COMMERCIAL BUILD 10 TOTAL COMMERCE

11 TOTAL BUILT UR ARE 12 FSI CONSUMED

MIDC AMBERNATH PIVISION (CIVIL) **AMBERNATH** 

1.349 < 1.350

15253.45 Sqm 2336.95 Sqm

137674.75 Sqm



5802.99 Sqm

1773.60 Sqm 5339.91 Sqm

Addressed to M/s. Nisarg Nirman Developers , Plot No. RH-1 , Ambernath Architect :- M/s. Homework , Architect & Interior Designer , Mumbai.

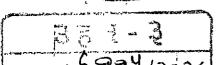
### THE DETAILS OF PROPOSED CONSTRUCTION BUILT UP AREA

Sheet No. I

Sr. No.	Floors	T	T-4.4		· · · · · · · · · · · · · · · · · · ·	Sheet No. I
		Bldg. No. 1	Bldg. No.2	Bldg. No.3	Bldg. No.4	Bldg. No.5
- 3	Stilt Floor	10.55	10.55	10.89	10.89	10.35
2	Ground Floor	317.31	317.31	0,00	0.00	O
3	First Floor	250.26	250.26	250.26	250.26	272.04
4	Second Floor	250.26	250.26	250.26	250.26	272.04
5	Third Floor	250.26	250:26	250.26	250.26	272.04
6	Fourth Floor	206.21	250.26	. 206.21	250.26	272.04
7	Fifth Floor	206.21	250.26	206.21	250.26	272.04
8	Sixth Floor	206.21	250.26	206.21	250.26	272.04
9	Seventh Floor	250.26	206.21	250.26	206.21	222.48
10	Eighth Floor	250.26	206.21	250.26	206.21	222.48
11	Nineth Floor	250.26	206.21	250.26	206.21	222.48
12	Tenth Floor	250.26	206.21	250.26	206.21	222.48
13	Eleventh Floor	250.26	206.21	250.26	206.21	222.48
14	Twelth Floor	250.26	206.21	250.26	206.21	222.48
15	Thirteenth Floor	206.21	250.26	206.21	250.26	272.04
16	Fourteenth Floor	206.21	250.26	206.21	250.26	272.04
17	Fifteenth Floor	206,21	250.26	206.21	250.26	272.04
18	Sixteenth Floor	250.26	250.26	250.26	250.26	272.04
19	Seventeen Floor	250.26	250.26	250.26	250.26	272.04
20 5	Eighteen Floor	250.26	250.26	250.26	250.26	272.04
	Grand Total	4568.24	4568.24	4251.27	4251.27	4609.71







Addressed to M/s. Nisarg Nirman Developers , Plot No. RH-1 , Ambernath Architect :- M/s. Homework , Architect & Interior Designer , Mumbai.

# THE DETAILS OF PROPOSED CONSTRUCTION BUILT UP AREA

Sheet No.il

Sr. No.	Floors	Bldg. No.6	Bldg. No.7	Bldg. No. 8	Bldg. No.9	Bidg. No. 10
	Stilt Floor	10.35	10.01	10.01	8.94	11.8
	Ground Floor	0	0	0	323.44	328.49
3	First Floor	272.04	232.02	232.02	213.45	272.04
4	Second Floor	272.04	232.02	232.02	213.45	272.04
5	Third Floor	272.04	232.02	232.02	213.45	272.04
6	Fourth Floor	222.48	232.02	232.02	213.45	272.04
7	Fifth Floor	222.48	232.02	232:02	213.45	272.04
8	Sixth Floor	222.48	232.02	232.02	213.45	272.04
g	Seventh Floor	272.04	232.02	232.02	213.45	222.48
10	Eighth Floor	272.04	232.02	232.02	213.45	222.48
1:	Nineth Floor	272.04	232.02	2 232.02	2 213.45	222.48
12	Tenth Floor	272.04	232.02	2 232.07	2 213.4	222.48
13	B Eleventh Floor	272.04	232.0	2 232.0	2 213.4	222.48
14	4 Tweith Floor	272.04	232.0	2 232.0	2 213.4	222.48
1!	5 Thirteenth Floor	222.4	232.0	2 232.0	2 213.4	272.04
1	6 Fourteenth Floor	222.4	8 232.0	2 232.0	2 213.4	272.04
1	7 Fifteenth Floor	222.4	8 232.0	2 232.0	2 213.4	5 272,04
1	8 Sixteenth Floor	272.0	4 232.0	2 232.0	2 213.4	5 272.04
1	9 Seventeen Floor	272.0	4 232.0	2 232.0	2 213.4	5 272.04
2	0 Eighteen Floor	272.0	4 232.0	2 232.0	2 213.4	5 272.04
	Grand Total	4609.7	1 4186.3	7 4186.3	7 4174.4	8 4939.65





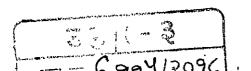
Addressed to M/s. Nisarg Nirman Developers , Plot No. RH-1 , Ambernath Architect :- M/s. Homework, Architect & Interior Designer , Mumbai.

#### THE DETAILS OF PROPOSED CONSTRUCTION BUILT UP AREA

Sheet No.III

Sr. No.	Floors	Bldg. No.11	Bldg. No.12	Bldg. No. 13	Bldg. No.14	Bldg. No. 15
1	Stilt Floor	7.31	10.55	11.8	10.55	. 10.89
2	Ground Floor	596.92	317.31	328.49	317.31	0
3	First Floor	230.69	ź50.26	272.04	250.26	250.26
4	Second Floor	230.69	250.26	272.04	250.26	250.26
5	Third Floor	230.69	250.26	272.04	250.26	250.26
6	Fourth Floor	230.69	206,21	272.04	206.21	206.21
7	Fifth Floor	230.69	206.21	272.04	206.21	206.21
8	Sixth Floor	230.69	206.21	272.04	206.21	206.21
9	Seventh Floor	230.69	250.26	222.48	250.26	250.26
10	Eighth Floor	230.69	250.26	222.48	250.26	250.26
11	Nineth Floor	230.69	250.26	222.48	250.26	250.26
12	Tenth Floor	230.69	250.26	222.48	250.26	250.26
13	Eleventh Floor	230.69	250.26	222.48	250.26	250.26
14	Twelth Floor	230.69	250.26	222.48	250.26	250.26
15	Thirteenth Floor	, 230.69	206.21	272.04	206.21	206.21
16	Fourteenth Floor	230.69	206.21	272.04	206.21	206.21
17	Fifteenth Floor	230.69	206.21	272.04	206.21	206.21
18	Sixteenth Floor	230.69	250.26	272.04	250.26	250.26
	Seventeen Floor	230.69	250.26	272.04	250.26	250.26
E SUB 20	REG Elghteen Floor	230.69	250.26	272.04	250.26	250.26
(g)	Grand Total	4756.65	4568.24	4939.65	4568.24	4251.27





Addressed to M/s. Nisarg Nirman Developers , Plot No. RH-1 , Ambernath Architect :- M/s. Homework , Architect & Interior Designer , Mumbai.

# THE DETAILS OF PROPOSED CONSTRUCTION BUILT UP AREA

**Sheet No.IV** 

Sr. No.	Floors	Bldg. No.16	Bldg. No. 17	Bldg. No.18	Bldg. No.19	Bldg. No.20
	Stilt Floor	10.89	11.80	11.80	11.80	11.80
	Ground Floor	0	328.49	328.49	,328.49	328.49
	First Floor	250.26	272.04	272.04	272.04	272.04
	Second Floor	250.26	272.04	272.04	272.04	272.04
	Third Floor	250.26	272.04	272.04	272.04	272.04
	Fourth Floor	250.26	222,48	272.04	222.48	272.04
<u> </u>	Fifth Floor	250.26	222.48	272.04	222.48	272.04
	Sixth Floor	250.26	222.48	272.04	222.48	272.04
	Seventh Floor	206.23	272.04	222.48	272.04	222.48
10	Eighth Floor	206.2	272.04	222.48	272.04	222.48
	1 Nineth Floor	206.2	272.0	222.4	272.04	222.48
	2 Tenth Floor	. 206.2	1 272.0	222.4	8 272.04	222.48
	3 Eleventh Floor	206.2	1 272.0	4 222.4	8 272.0	222.48
<del></del>	4 Twelth Floor	206.2	1 272.0	4 222.4	8 272.0	4 222.48
	5 Thirteenth Floor	250.2	6 222.4	8 272.0	4 222.4	8 272.04
	6 Fourteenth Floor	250.2	6 222.4	8 272.0	4 222.4	8 272.04
	7 Fifteenth Floor	250.2	6 222.4	8 272.0	4 222.4	8 272.04
		. 250.2		272.0	4 272.0	4 272.04
	9 Seventeen Floor	250.2	6 272.0	272.0	272.0	4 272.04
	O Eighteen Floor	250.2			14 272.0	A SUB-REN
	Grand Total	4251.2			/¿^\	5 Ser 34939.6



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Addressed to M/s. Nisarg Nirman Developers , Plot No. RH-1 , Ambernath Architect :- M/s. Homework , Architect & Interior Designer , Mumbai.

### THE DETAILS OF PROPOSED CONSTRUCTION BUILT UP AREA

Sheet No. V

<del></del>	1	<del></del>		1	<del>,</del>	T
Sr. No.	Floors	Bldg. No.21	Bldg. No.22	Bldg. No.23	Bldg. No. 24	Bldg. No. 25
	1 Stilt Floor	11.80	11.80	11.80	11.80	11.80
	2 Ground Floor	328.49	328.49	328.49	328.49	328.49
3	First Floor	272.04	272.04	272.04	272.04	272.04
4	Second Floor	272.04	272.04	. 272.04	272.04	272.04
5	Third Floor	272.04	272.04	272.04	272.04	272.04
_ 6	Fourth Floor	222.48	272.04	222.48	272.04	272.04
7	Fifth Floor	222.48	272.04	222.48	272.04	272.04
8	Sixth Floor	222,48	272.04	. 222.48	272.04	272.04
9	Seventh Floor	272.04	222.48	272.04	222.48	222,48
10	Eighth Floor	272.04	222.48	272.04	222.48	222.48
11	Nineth Floor	272.04	222.48	272.04	222.48	222.48
12	Tenth Floor	272.04	222.48	272.04	222.48	222.48
13	Eleventh Floor	272.04	222.48	272.04	222.48	222.48
14	Twelth Floor	272.04	222.48	272.04	222.48	222.48
15	Thirteenth Floor	222.48	272.04	222.48	272.04	272.04
16	Fourteenth Floor	222.48	272.04	222.48	272.04	272.04
17	Fifteenth Floor	222.48	272.04	222.48	272.04	272.04
18	Sixteenth Floor	272.04	272.04	272.04	272.04	
19	Seventeen Floor	272.04	272.04	272.04	272.04	272.04
20	Eighteen Floor	272.04	272.04	272.04		272.04
1	Grand Total	4939.65	4939.65	4939.65	272.04	272.04
3016	T AND SO THE	177			4939.65	4939.65





Addressed to M/s. Nisarg Nirman Developers , Plot No. RH-1 , Ambernath

Architect :- M/s. Homework Architect & Interior Designer , Mumbai.

THE DETAILS OF PROPOSED CONSTRUCTION BUILT UP AREA

Sheet No. VI

Sr. No.	Floors	Bidg. No.26	Bldg. No. 27	Bidg. No.28	rotar Residential	Total Shop Area
	Stilt Floor	10.89				
		10.89			303.24	0.00
2	Ground Floor	0	0	0'	0	5802.99
3	First Floor	250.26	210.07	250.26	7157.37	0
, 4	Second Floor	250,26	210.07	250.26	7157.37	0
٠ 5	Third Floor	250.26	210.07	250.26	7157.37	0
6	Fourth Floor	206.21	210.07	250.26	6551.66	. 0
7	Fifth Floor	. 206.21	210.07	250,26	6551.66	0
8	Sixth Floor	206.21	175.75	250.26	6551.66	o
9	Seventh Floor	250.26	175.75	206.21	6643.98	. О
10	Eighth Floor	250.26	175.75	206.21	6643.98	0
11	Nineth Floor	250.26	175.75	206.21	6643.98	0
12	Tenth Floor	250.26	175 <i>.</i> 75	206.21	6643.98	0
13	Eleventh Floor	250.26	175.75	206.21	6643.98	0
14	Twelth Floor	250.26	175.75	206.21	6643.98	0
15	Thirteenth Floor	206.21	210.07	250.26	6551.66	0
16	Fourteenth Floor	206.21	210.07	250.26	6551.66	0
17	Fifteenth Floor	206.21	210.07	250.26	6551.66	0
18	Sixteenth Floor	250.26	210.07	250.26	7157.37	0.
19	Seventeen Floor	250.26	· 210.07	250.26	7157.37	0
20	Eighteen Floor	250.26	210.07	250.26	7187.37	UB-REGISP
	Grand Total	4251.27	3549.95	4251.27	122421,30	हाळ उटहारा <sub>ग</sub> ु 5802.99

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A OISI THANK A SECONDARY OF SEC

## MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION (A Government of Maharashtra Undertaking)

No.EE /AMB /RH-1/ A-3 5909 /2016,, Office of the Executive Engineer &SPA MIDC Civil Division, Ambernath. Date:- 2/02/2016

To. M/s. Nisarg Nirman Developers ., Plot No RH-1, Residential Zone, Ambernath Indi Area, Ambernath.

> Sub: COMMENCEMENT CERTIFICATE Ref:-1) This office letter No. C-56204 Dt. 24/08/2015. 2) Your letter Dt. 29/01/2016.

Sir,

In connection with the above mentioned subject, you have submitted a copy of "Environment Clearance Certificate" for proposed construction work at Plot No. RH-1, Ambernath and requested to grant commencement certificate vide letter @ Sr.No.2 under reference. Your request for grant of commencement certificate to carry out development work @ Plot No.RH-1 under section 45 of M R&T.P. Act, 1966 is granted subject to the following conditions.

1. The land vacated in consequence of the enforcement of the set-back rule

part of the public street.

2. No new building or part thereof shall be occupied or allowed to be occupied or use or permitted to be used by any person until occupancy permission has been granted.

3. The commencement certificate/building permit shall remain valid for the period of one year from the date of extension of validity of building plans granted by this office vide letter @ Sr. No. 1 under reference i.e. up to 25/06/2016.

4. This permission does not entitle you to develop the land which does not

vest in you.

Minimum two trees in plots of 200.00 sqm. & such number of trees at REGISthe rate of one tree per 100.00 sqm. for plots more than 200.00 sqm. in BRITION Shall be planted & protected.

6. In case of group housing, minimum two trees per tenement shall be

planted and protected.

The party should inform the commencement of work as per the approval

asued by this office only.

The construction water rate will be 1.5 times the normal water rate till the ित उपट्राम्बार्क certificate is obtained.

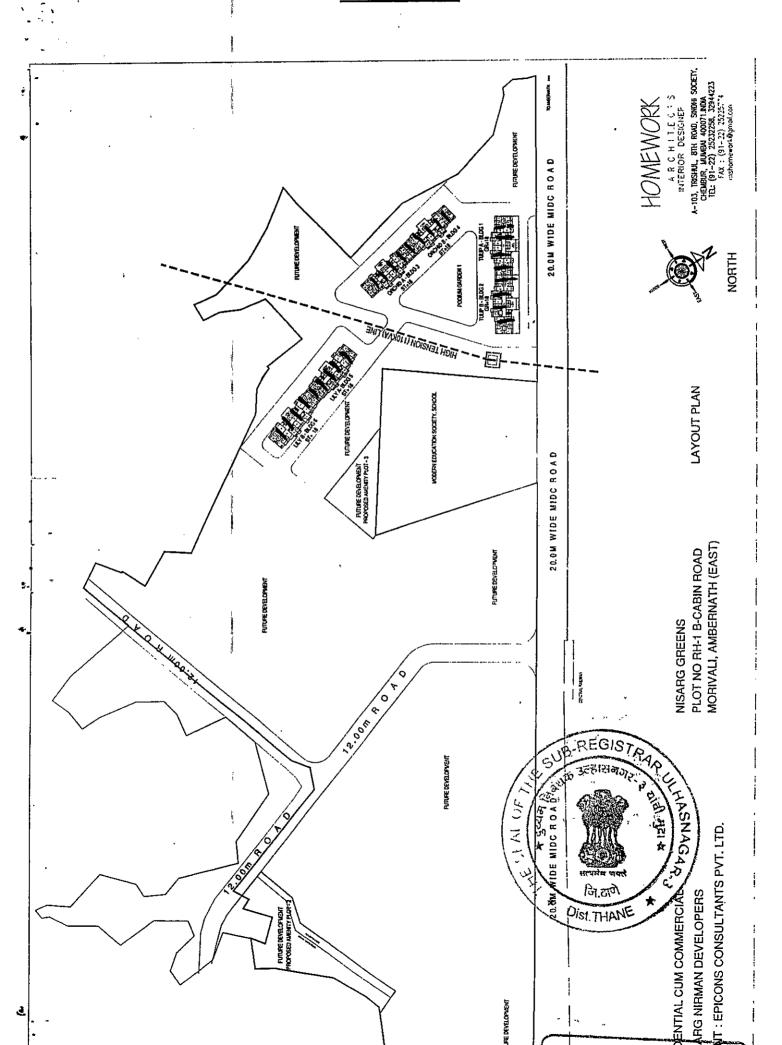
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SEAL OF

(R.V.Kendre) Executive Engineer & Special Planning Authority MIDC Civil Division, Ambernath.

Copy submitted to: 1. Chief Fire Officer, MIDC, Andheri, Mumbai for information 1 .

: 4



### TRUPTI R. TAMLURKAR

B.A. LLB

ADVOCATE HIGH COURT

Mob., 9820840473.

Shop No.5, Mansarovar complex, Sector-34, Plot No. 1 to 9, Kamothe-410 209.

# REPORT ON TITLE TO WHOMSOEVER IT MAY CONCERN

Sub:- Report on Title in respect of Plot No. RH-1 in the Ambernath Industrial Area, within Village limits of Ambernath and within / outside the limits of Municipal Council in Rural area, Taluka & Registration Sub District Ambernath / Ulhasnagar, District & registration District Thane, containing by admeasurements 102071 Square meters or thereabouts.

THIS IS TO CERTIFY that I have perused the documents of M/S. NISARG NIRMAN DEVELOPERS, represented by its Partners 1) Shri. Yogesh Popatlal Thakkar, 2) Shri. Nitin Popatlal Thakkar, 3) Shri. Hemendra Ramji Vira, 4) Shri. Girish Vishanji Dedhia & 5) Shri. Mayur Rasiklal Satra and having its office address at 310, Devavrata Building, Plot No. 83, Sector-17, Vashi, Navi Mumbai - 400 703, (hereinafter referred to as the said Licensees) in respect of Plot No. RH-1, within Village limits of Ambernath and within/outside the limits of Municipal Council in Rural Area, Taluka & Registration Sub District Ambernath/ Ulhasnagar, District & Registration District Thane, containing by admeasurements 102071 Square meters or thereabouts (hereinafter referred to as the said Plot).

i have inspected the Photocopies of the following Documents:-

Allotment Letter dated 12-12-2013.

- 2. Order dated 25-02-20 14 passed by Civil Judge, Junior Division, Ulhasnagar.
- 3. 7/12 Extract & Mutation Entry no. 1551.
- 4. Corrigeridum dated 25-08-2014.
- 5. Agreement to Lease dated 22-05-2014.
- 6. Order dated 22-98-2014 passed by Hon'ble High Court of Judicature at Bombay Civil Appellate Jurisdiction.

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N.

7. Release Deed dated 17-09-2014.

- 8. Search Report dated 10-02-2016.
- 9. Lease dated 16-09-2016.
- 10. General Agreement dated 16-09-2016.
- 11. Loan Agreement dated 22<sup>nd</sup> November, 2016.
- 12. Deed of Mortgage dated 25th November, 2016.
- 13. Deed of Hypothecation of even dated in favour of IDBI Trusteeship Services Ltd.
- 14. Security Trustee Agreement of even dated with IDBI Trusteeship Services Ltd.
- 15. Deed of Guarantee of even dated in favour of IDBI Trusteeship Services Ltd.
- 16. Escrow Agreement of even dated with IDBI Trusteeship Services Ltd. (as the Security Trustee) and RBL Bank Ltd. (as the Escrow Bank).
- 17. Agreement dated 22-11-2016 in favour of IDB! Trusteeship Services Ltd.
- 18. Power of Attorney of even dated.
- 19. Demand Promissory Note dated 07-11-2016.

The manner in which M/S. NISARG NIRMAN DEVELOPERS have acquired Leasehold Title in respect of the said plot is narrated as under:-

- 1. THE MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, CORPORATION constituted under the Maharashtra Industrial Development Act, 1961 (Mah. III of 1962) and having its Principal Office at "Udyog Sarathi" Marol IndiBARGA, Mahakali Caves Road, Andheri (East), Mumbai-400 093 (hereinafter referred to as MIDGINA is the Authority declared for granting lease of Plots.
- 2. By an Allotment Letter dated 12-12-2013, bearing reference no. MIDG/Ro 2/Thane/AMB/RH-1/3180, the MIDC has allotted to 1) Shri. Yogesh Popatlal Thakkar. Shri. Nitin Popatlal Thakkar, 3) Shri. Hemendra Ramji Vira, 4) Shri. Girish Vishanji Dedhia & 5) Shri. Mayur Rasiklal Satra, the Partners of the said M/S. Nisarg Nirman Developers (hereinafter referred to as the said Licensees), all that pieces and parcel of land known as Plot No. RH-1 in the Ambernath Industrial Area, within Village limits of Ambernath and within/outside the limits of Municipal Council in Rural Area, Taluka & Registration Sub District Ambernath/ Ulhasnagar, District & Registration District Thane, containing by

admeasurements 102071 Square meters or thereabouts (hereinafter referred to as the said plot) and which is more particularly described in the Schedule hereunder written upon such terms and conditions thereon mentioned.

- 3. Prior to the said Allotment letter dated 12-12-2013, 1) Shri. Tukaram Ragho Sase, 2) Shri. Kisan Janu Hadap, 3) Shri.Narayan Nana Sase, 4) Shri. Gotiram Dunda Hadap, 5) Shri. Balaram Babu Sase, 6) Shri. Bharat Babu Zanje, 7) Shri. Mahendra Madhukar Shelar, 8) Shri. Gajanan Shankar Shelar, 9) Shri. Santosh Bhaga Chorge, 10) Shri. Sanjay Sadanand Jadhav, 11) Shri. Nilesh Sambhaji Sase, 12) Shri. Santosh Narayan Jadhav, 13) Shri. Vijay Dashrath Thakare, 14) Shri. Rohidas Maruti Dabhane, 15) Shri. Sandeep Chandrakant Jadhav and 16) Shri. Jagdish Balwant Thete, all adults, Indian Inhabitants, having their common address at Village Morivali, Taluka Ambernath, District Thane, have filed a Civil Suit being Suit no. 50 / 2008 before the Civil Judge, Junior Division, Ulhasnagar, against the MIDC and one Mrs. Sumati Ganpat Patil in respect of their lands, which have been acquired by MIDC.
- 4. The aforesaid Shri. Tukaram Ragho Sase & 15 ors have filed an application for amendment of Suit no. 50 of 2008 interalia releasing all their rights, title, interest and claim in respect of an area admeasuring 28 Acres of land being the said Plot no. RH-1, DD Scheme 15, which has been now allotted to M/s. Nisarg Nirman Developers.
- By an Order dated 25-02-2014, the Hon'ble Court has granted the amended application of the aforesaid Shri. Tukaram Ragho Sase & 15 ors and accordingly the said Shri grant Ragho Sase & 15 ors have amended the said Suit no. 50 of 2008, whereby they have released all their rights, title and interest in respect of the said plot.
- Revenue Authorities as regards the amendment of the said Suit no. 50 of 2008 interalia for releasing all their rights, title, interest and claim in respect of an area admeasuring 28 Acres and accordingly, vide Mutation Entry no. 1551, the other rights column of the 7/12

378-3

Extract is mutated to restrict the said Suit no. 50 of 2008 for an area admeasuring 4H - 61 R - 6P.

- 7. By a Corrigendum dated 25-03-2014, bearing reference no. MIDC/RO-2/Thane/AMB/RH-1/984, the MIDC has revised certain terms and conditions of the said Allotment Letter dated 12-12-2013 in respect of the said plot upon such terms and conditions as mentioned therein.
- 8. Prior to the said Corrigendum dated 25-03-2014, one Vashu Panjumal Kukreja filed a Petition under Public Interest Litigation bearing PIL no. 17 of 2011 in the Hon'ble High Court of Judicature at Bombay Civil Appellate Jurisdiction against the Ulhasnagar Municipal Corporation & ors pertaining to the said plot which was later withdrawn by the said Vashu Panjumal Kukreja and accordingly, Hon'ble Justice Anoop V. Mehta and Hon'ble Joint Justice A. S. Gadkari, by an Order dated 22-08-2014, disposed off the said Petition.
- 9. Thereafter, by an Agreement to Lease dated 22-05-2014 duly registered with the office of the Sub-Registrar of Assurances at Ulhasnagar 3 under serial no. 3601-2014 and 3602 2014 on 22-05-2014 and executed by and between MIDC (therein-referred to as the Grantor) and the said Licensees (therein referred to as the Licensees) MIDC defined unto the said Licensees the said plot on payment of premium and rent and subject to the terms, conditions, covenants and stipulations more particularly mentioned therein.
- 10. Subsequent thereto, by a Release Deed dated 17-09-2011 executed between the aforesaid Shri. Tukaram Ragho Sase & 15 ors (therein referred to as the Releasers) and M/s. Nisarg Nirman Developers (therein referred to as the Releasers) the said Shri. Tukaram Ragho Sase & 15 ors have released in favour of M/s. Nisarg Nirman Developers all their rights, title and interest in respect of an area admeasuring 28 Acres of land being the said Plot no. RH-1 for such consideration and upon such terms and conditions as are mentioned therein. The said Release Deed is registered before the Sub Registrar of Assurances at Ulhasnagar 3 under serial no. 6445-2014 dated 17-09-2014.

- 11. The Search Clerk Mr. Vinay Mankame has taken search in respect of the said plot. The Search Clerk has submitted his Search Reports vide his letter dated 10-02-2016, wherein he has stated that the available index for the year 1987 to 2016 has been checked and he further stated that the records for the year 2016 were not ready.
- 12. Subsequent thereto, by a registered Lease dated 16-09-2016 executed between MiDC and M/s. Nisarg Nirman Developers, MIDC demised unto M/s. Nisarg Nirman Developers the said plot upon such terms and conditions as mentioned therein. The said Lease is registered with the Sub Registrar of Assurances at Ulhasnagar 3 under serial no. 9172/2016 on 17-09-2016.
- 13. Subsequent to the said Lease dated 16-09-2016, by a General Agreement also dated 16-09-2016 executed between MIDC and M/s. Nisarg Nirman Developers, MIDC has permitted M/s. Nisarg Nirman Developers to mortgage residential flats/ commercial units on the said plot purchased by First Allottees, in favour of such Banks / Financial Institutions as approved by MIDC, without obtaining prior written permission of MIDC and interalia recording such other terms as mentioned therein. The said General Agreement is registered with the Sub Registrar of Assurances at Ulhasnagar 3 under serial no. 9174/2016 on 17-09-2016.
- Nirman Developers as the Borrower / Firm of the First Part, Mr. Yogesh Thakkar as the Obligor 1 of the Second Part, Mr. Nitin Thakkar as the Obligor 2 of the Third Part, Mr. Girish Dedhia as the Obligor 3 of the Fourth Part, Mr. Mayur Satra as the Obligor 4 of the Fifth Part, Mr. Herriendra Vira as the Obligor 5 of the Sixth Part AND Piramal Finance Private Limited, a Company incorporated under the Companies Act, 1956, a Non-Banking Financial Company within the meaning of the Reserve Bank of India Act, 1934 and having its registered to prant of the Seventh Part, Mrs. Nisarg Nirman Developers had, in lieu of the loan availed from the said Piramal Finance Private Limited, agreed to grant to the said Piramal Finance Private Limited the exclusive charge over (i) leasehold rights of Mrs. Nisarg Nirman Developers in the said plot; (ii) the Unsold Units on



the said plot (iii) Receivables; (iv) Escrow Account and (v) Project Documents together with the Personal Guarantee and a demand Promissory note in the form acceptable to the said Piramal Finance Private Limited and upon such terms and conditions as are mentioned in the said Loan Agreement.

- 15. By a Deed of Mortgage dated 25th November, 2016 executed between M/s. Nisarg Nirman Developers as the Mortgagor therein and IDBI Trusteeship Services Limited, a Company, incorporated under the provisions of Companies Act, 1956 and having its Office at Asian Bldg, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai - 400 001 as the Mortgagee therein, M/s. Nisarg Nirman Developers had, in order to secure (i) the repayment of the entire loan amount to Piramal Finance Private Limited and (ii) the discharge of all the obligations of M/s. Nisarg Nirman Developers in this regard, agreed to grant to the said IDBI Trusteeship Services Limited the charge on their (i) leasehold rights in respect of the said plot, (ii) the Unsold units on the said plot, (iii) Retention Account, (iv) Escrow Account and (v) Project Documents and upon such terms and conditions as are more particularly mentioned in the said Deed. The said Deed of Mortgage is registered with the Sub-Registrar of Assurances under serial no. 11380-2016 on 25-11-2016. Pursuant to the said Loan Agreement dated 22<sup>nd</sup> November, 2016 and the said Deed of Mortgage dated 25th November, 2016 M/s. Nisarg Nirman Developers had also executed other incidental documents in this regards namely :-
- a. Deed of Hypothecation of even dated in favour of IDBI Trusteeship Services Ltd.
- b. Security Trustee Agreement of even dated with IDBI Trusteeship Services Ltd.
- c. Deed of Guarantee of even dated in favour of IDBI Trusteeship Services Ltd. SUB-REGIS
- d. Escrow Agreement of even dated with IDBI Trusteeship Services Ltd. (as the Security Trustee) and RBL Bank Ltd. (as the Escrow Bank).
- e. Agreement dated 22-11-2016 in favour of IDBI Trusteeship Services
- f. Power of Attorney of even dated.
- g. Demand Promissory Note dated 07-11-2016.
- 16. In the circumstances, subject to the compliance of the terms & conditions/of the said Allotment Letter dated 12-12-2013, Order dated 25-02-2014 passed by Civil Judge, Junior Division, Ulhasnagar, 7/12 Extract & Mutation Entry no. 1551, Corrigendum dated

25-03-2014, Agreement to Lease dated 22-05-2014, Order dated 22-08-2014 passed by Hon'ble High Court of Judicature at Bombay Civil Appellate Jurisdiction, Registered Release Deed dated 17-09-2014, Search Report dated 10-02-2016 and registered Lease dated 16-09-2016 and subject to the rights of the said Piramal Finance Private Limited under the said Loan Agreement dated 22<sup>nd</sup> November, 2016 and rights of the said IDBI Trusteeship Services Limited under the said Deed of Mortgage dated 25th November, 2016 & all the aforesaid incidental documents thereto, the title of M/S. NISARG NIRMAN DEVELOPERS to the said plot is clear & marketable & free from all registered encumbrances.

### THE SCHEDULE ABOVE REFERRED TO:

All that piece of land known as Plot No. RH-1 in the Ambernath Industrial Area, within village limits of Ambernath and within/outside the limits of Municipal Council in rural area Taluka & Registration Sub District Ambernath/ Ulhasnagar, District & registration District Thane, containing by admeasurements 102071 Square meters or thereabouts and bounded as follows, that is to say :-

On or towards the North by : MIDC Road R/W 20 meters & Modern Education Society

School

்ற p tawards the South by : MIDC / Private Land

or fowards the East by

: MIDC / Private Land

ortowards the West by

: MIDC / Private Land

DAY OF JANUARY, 2017.

ADV. TRUPTI TAMLURKAR (ADVOCATE, HIGH COURT)

### Annexure "E"

### **IDBI Trusteeship Services Ltd**

CIN: U65991MH2001GOI131154



No. 3362-E/ITSL/OPR/2018-19

Date: July 04, 2018

Nisarg Nirman Developers Nisarg Greens, Plot No. RH-1, B Cabin Road, Navre Nagar, Near Panyelkar Green City, Ambemath (E)- 421 506

Dear Sir.

Ref: No Objection for sale of Flats at Project "Nisary Greens" being constructed on the land bearing Plot no RH-1, B-Cabin Road, Ambernath East, Thane-421 501

This is to confirm that the aforesaid premises are currently mortgaged by Nisarg Nirman Developers to IDBI Trusteeship Services Limited, Ground: Floor, 17, R Kamani Marg, Ballard Estate, Mumbal-400 001, vide Deed of Mortgage Dated 25th November, 2016.

Your firm has requested a No Objection Certificate to enable sale of the said units to purchaser/s. We state that on the basis of email approval received from Lender Le. Piramal Housing Finance Limited dated July 04, 2018, we have No Objection of Sale of the unit to the Purchaser as detailed below:

Si a No	eoTower No	Jakino	iDalino) (Booking)		l(Emer©A:I	legisto).		etheri richer richenii richenii (sci si)).	Abjectman Veluca(sen)	Ardovine Reseavad (Roj)
1.	4	1005	04-May-2018	Mr. Vijay Vandana Vi	Yeshwant jay Lotankar		& Mrs.	467	43,71,000/-	51,000/-

We state that, consent is hereby accorded to the release of charge by IDBI Trusteeship Services Limited over the said units and that IDBI Trusteeship Services Limited shall have no claim, right, title or interest in respect of the said units any more whatsoever subject to the following conditions:

This consent hereby granted is restricted to release of mortgage/ charge over the units described above in the Project Nisarg Greens of Nisarg Nirman Developers, being constructed on the land bearing Plot no RH-1 situated at MIDC, Ambernath Industrial Area, Ambernath. Thane; in order to enable sale of the said units to the purchasers. Notwithstanding anything contained hereinabove, the consent hereby granted shall not authorize Nisarg Nirman Developers to sell any other unit in the said project without applying to IDBI Trusteeship Services Limited for a fresh consent letter.

The consent hereby granted is subject to the Purchasers depositing all the moneys payable as consideration for purchase of the said unit Ħ. in Nisarg Niman Developers Escrow Account A/c bearing No. 409000532290 held with RBL Bank Limited, Lower Parel Branch. If the purchasers fall to deposit such monies/ sales proceeds in the said Escrow Account, the NOC shall stand revoked/ cancelled.

in the event the sale to the purchaser is cancelled for any reason, the consent above accorded shall stand revoked for my full and your firm 10.

In the event the sale to the purchaser is cancelled for any reason, the consent above accorded shall have to apply for a fresh consent in relation to sale of the said unit to any other person.

Please note that Security Trustee will continue to hold charge on behalf of Lender, over the Project except for the efforesaid unit till the kinds of the said unit to any other person. 10: availed by Nisaro Nirman Developers is fully repaid.

This certificate is being given without any prejudice or liabilities of any nature on part of the Lender/Security trustee or its V.

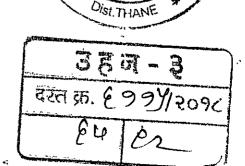
Our mortgage and charge on all other properties shall remain unchanged. vi:

Our mortgage and charge on all other properties shall remain unchanged.

The Purchaser may also reconfirm the authenticity of this NOC with our Company's regressionative Mr. I yii. nikhil@idbitrustee.com

Yours faithfully, or IDBI Trusteeskip Services Limited

**Authorised Signatory** 



जि.ठाणे

SEAL

Annexure "F" Flat No: 1005 on 18th Floor

BEDROOM 2.90X3.35 9'6"x11'

STUDY 2.45X2.10 8x611\*

KITCHEN 2.15X2.10 71"x6"11"

Q.80 H.W. PASS

LIVING 2.90X4.68 96"x15"4"

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UFT (15PASS) 1.80X250 60Y8Z

UFT (15PASS) 1.80X2.50 607X82

£

LIVING 2.90X4.68 9'6"x15'4"

XITCHEN 2.15X2.10 71%611°

STUDY 2.45X2.10 8x611\*

BEDROOM 2.90X3.35 9'6"x11"

13K W. O.P.

1.15 K.W. O.P.

CONT. N.

1,20)C2,23

1,25,122 2,232,13 1,132,13

NNER CHOWK 250X250 87x87

PASSAGE 16,75X2.55 54'11"x8'4"

ELEVIPION W.

TOWNO.

1.15 M. W. O.P.

**E**3

85

REFUGE AREA AT 7TH,12TH,17TH FL

BATH 1,85#1.22 617X4

1.20X2.23 311 x74

INNER CHOWK 2.50X2.50 87.87

TERROGENT WHY S. 3HL

STITE STITE

1,20X1.0

LIVING 3.00X4.30 9\*10\*x14\*1\*

LIVING 3.00X4.30 9'10"x14'1"

W.C.

1,20X18

INNER CHOWK -1.90X2.50 63°x87"

10 E

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INNER CHOWK 1,90X2.50 63"x87"

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Dist.

CERTAL MARKET

BEDROOM 3.00X3.15 9'10"x10"4"

KITCHEN 2.15X2.10 71°x6'11"

211.

KITCHEN 2.15X2.10 71 x611

BEDROOM 3.00X3.15 9'10"x10'4"

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ETEANON A.

1.50 M. W. O.P.

1.50 M. W. G.P.

FOM VATE

R.C.C CONSULTANT: EPICONS CONSULTANTS PVT. LTD. DEVELOPER: NISARG NIRMAN DEVELOPERS PROJECT: RESIDENTIAL CUM COMMERCIAL

> MORIVALI, AMBERNATH (EAST) PLOT NO RH-1 B-CABIN ROAD **NISARG GREENS**

TYPICAL FLOOR ORCHID - B BLDG. NO-4

(10TH,12TH)

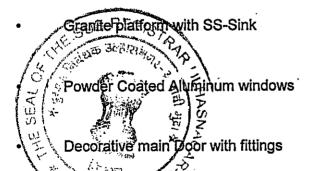


ARCHITECTS
INTEROR DESIGNER
A-10. TRESHU, EITH ROAD, SON-HE
CHEMBUR, MUMBAL 40071-18-0
TEL (91-27) 2522234, 259422
FAX: (91-27) 252274
INSTORMORADORADOMORAD

#### **ANNEXURE "G"**

#### **SPECIFICATIONS AND AMENITIES**

- Earthquake resistant RCC Frame Structure
- Quality construction with Excellent Elevation
- Standard automatic lifts with Power back up
- Podium Garden
- 100% Acrylic Paint for external surface
- Decorative main Entrance foyer
- Vitrified tile flooring
- Designer tiles in Toilets
- Branded bath fittings



Plastic emulsion paint on internal walls of premises

Concealed ISI wiring with Branded Switches

• E Provision for Telephone, Intercom & T.V. Points

DINCE STREET STREET

पावती

Original/Duplicate नोंदणी फ्रं. :39म

Wednesday, April 05, 2017

Regn.:39M

3:45 PM

पावती फ्रं.: 4779

दिनांक: 05/04/2017

गावाचे नाव: मोरीवली

दस्तऐवजाचा अनुक्रमांक: उहन3-3512-2017

दस्तऐवजाचा प्रकार : पॉवर ऑफ अँटर्नी सादर करणाऱ्याचे नाव: - - श्री. हिमांशु रमेशचंद्र सतरा

ন, 100.00

नोंदणी फी दस्त हाताळणी फी

पृष्ठांची संख्या: 14

रु. 280.00

एकूण:

स्, 380.00

आपणास मूळ दस्त , यंबनेल प्रिंट, सूची-२ अंदाजे 4:02 PM ह्या वेळेस मिळेल.

Sub Registran Ulha shagar 3

उल्हासनगर क.

बाजार मुल्यः रु.1 /-मोबदला रु.0/-भरलेले मुद्रांक शुल्क : रु. 500/-

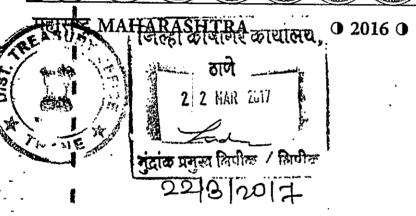
1) देयकाचा प्रकार: By Cash रक्कम: रु 100/-

2) देयकाचा प्रकार: By Cash रक्कम: रु 280/-



TO SECURE OF THE PARTY OF THE P \*\*\*





SPECIFIC POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME We, M/S. NISARG NIRMAN DEVELOPERS, having PAN No. AAOFM9742P, a Partnership Firm duly formed under the Indian Partnership Act 1932, and having our registered Office at 310, Devavrata Building, Plot No.83, Sector-17, Vashi, Navi Mumbai-400 703 and our administrative Office at Sales Office, Nisarg Nirman Developers, Nisarg Greens, Plot No. RH-1, B-Cabin Devaluation of the partnership (E). The partnership of the partnership of

Road, Ambernath (E), Thane-421501, through our authorized Partners 1) or Rogern Popatlal Thakkar and 2) Mr. Girish Vishanji Dedhia, hereinafter called and referred to as

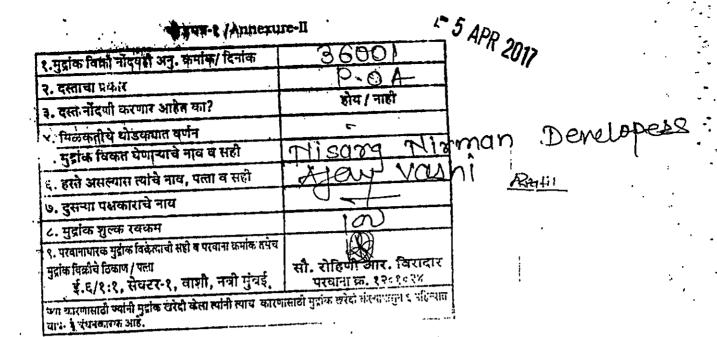
the "DONORS" SEND GREETINGS:-

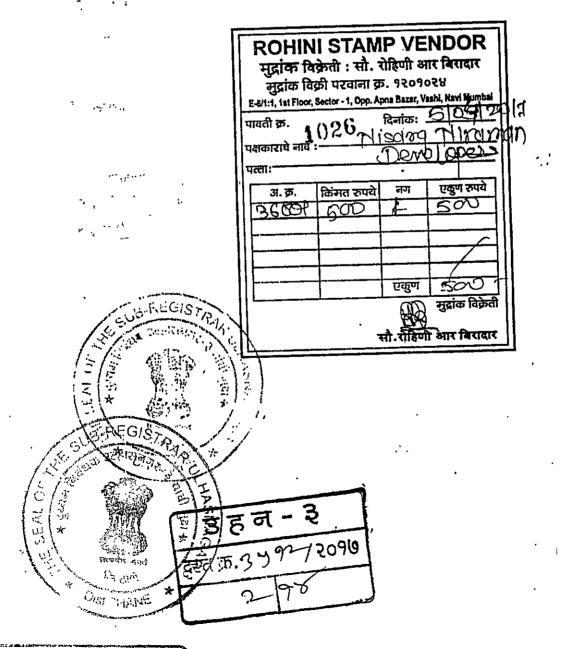
Woodhing.



S. NISARIA NIRMAN

474657





AMIN LAXMIDAS THAKKAR, an adult, Indian Inhabitant, having his address at B/8, Anjali Soc., 90 Feet Road, Gavanpada, Mulund (East), Mumbai-400081 and 2) MR. HIMANSHU RAMESHCHANDRA SATRA, an adult, Indian Inhabitant, having his address at Flat No. 12, 2<sup>nd</sup> Floor, Bulbul-2, Kalash Udyan, Plot No.23, Sector-11, Kopar Khairane, Navi Mumbai - 400709 (hereinafter collectively referred to as the said Attorneys), jointly and / or severally, to be our true and lawful Attorneys to do all or any of the following acts, deeds, matters and things for us and in our name and on our, behalf as appearing hereinafter.

- 1. To lodge Agreements to Sell/ Deeds of Cancellation / Declarations/ Deeds of Rectification etc in respect of the Flats/ Shops/ Commercial premises to be constructed on the said plot which is more particularly described in the Schedule hereunder written & to admit the execution thereof for us & on our behalf from time to time.
- 2. To apply for certified copies & to correspond with the concerned Sub Registrar of Assurances in respect of aforesaid Agreements and documents & to accept the original thereof after their registrations for us & on our behalf from time to time.

3. To comply with all terms and conditions as the concerned assurances or any other authority may require from time to time.

AND WE HEREBY for ourselves, executors and administrators letify, continue, and agree to ratify and confirm whatsoever our said Attorneys have done or shall lawfully of purport to do in respect of the said plot by virtue of these presents.

AND WE HEREBY declare that whatsoever our said Attorneys shall do or purport to do under or by virtue of these presents shall be at their entire risk and cost and that they shall keep us indemnified against any loss or damage occasioned to us or our successors and assigns by virtue of their said acts.

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The Attorneys have signed at the foot of this Power of Attorney.

IN WITNESS WHEREOF WE, HAVE HEREUNTO SET AND SUBSCRIBED OUR HANDS AT NAVI MUMBAI THIS 5TH DAY OF APRIL , 2017

## THE SCHEDULE ABOVE REFERRED TO

(Description of the said Plot)

All that piece of land known as Plot No.RH-1 in the Ambernath Industrial Area, within village limits of Ambernath and within/outside the limits of Municipal Council in rural area Taluka & registration sub district Ambernath/ Ulhasnagar, District & registration District Thane, containing by admeasurements 102071 Sq. meters or thereabouts and

3

- Maharashtra Industrial Development Corporation, (for the sake of brevity hereinafter referred to as the MiDC) therein referred to as "the Grantor" of the One Part and ourselves, therein referred to as "the Licensees" of the Other Part, the MIDC agreed to grant to us a lease of all that piece and parcel of land known as Plot No.RH-1, admeasuring about 102071 Square meters in the Ambernath Industrial Area, within Village limits of Ambernath and within / outside the limits of Municipal Council in rural area Taluka & Registration Sub District Ambernath/ Ulhasnagar, District and Registration District Thane (hereinafter referred to as the said plot) and which is more particularly described in the Schedule hereunder written, upon performance and observance by the Promoters of the obligations and the terms and conditions contained in the said Agreement. The said Agreement to Lease is registered with the Sub-Registrar of Assurance at Ulhasnagar -3 under serial no. 3601-2014 dated 22-05-2014.
- Pursuant thereto, we are well and sufficiently entitled to the said plot.
- 3. In the above circumstances, we are entitled to develop the said plot by constructing Building/s for Residential cum Commercial purposes in accordance with the present sanctioned plans or in accordance with such revised plans that shall be sanctioned by MIDC. We are further entitled to sell, transfer and assign the premises that shall be constructed on the said plot to such third parties as we may deem fit, necessary and proper.
- 4. \* We have to execute various Agreements to Sell in respect of the Flats/ Shops/Commercial premises in the Building/s to be constructed on the said plot.

Flats, Shops Commercial premises in the Building/s to be constructed on the said plot.

Flats, Shops Commercial premises in the Building/s to be constructed on the said plot.

We are therefore desirous to appoint 1) MR. AMIN LAXMIDAS THAKKAR, an adult, Indian Inhabitant, having his address at B/8, Anjali Soc., 90 Feet Road, Gavanpada, Michiga (East), Mumbai-400081 and 2) MR. HIMANSHU RAMESHCHANDRA SATRA, an adult indian Inhabitant, having his address at Flat No. 12, 2nd Floor, Bulbul-2, Kalash Blot No.23, Sector-11, Kopar Khairane, Navi Mumbai - 400709 (hereinafter collectively referred to as the said Attorneys), jointly and / or severally, as our lawful & true appearing hereinafted as appearing hereinafted as appearing hereinafted.

11/1

NOW KNOW YE AND THESE PRESENTS WITHNESSETH THAT We, M/S. NISARG

NIRMAN DEVELOPERS, having PAN No. AAOFM9742P, a Partnership Firm duly formed

under the Indian Partnership Act 1932, and having our registered Office at 310, Devavrata

Building Plot No.83, Sector-17, Vashi, Navi Mumbai-400 703 and our administrative

office at Sales Office, Nisarg Nirman Developers, Nisarg Greens, Plot No. RH-1, B-Cabin

On or towards the North by : MIDC Road R/W 20 meters and

Modern Education Society School

On or towards the South by : MIDC / Private Land On or towards the East by : MIDC / Private Land

On or towards the West by : MIDC / Private Land

SIGNED SEALED AND DELIVERED BY

M/S. NISARG NIRMAN DEVELOPERS

Through authorized Partner/s

THE WITHINNAMED DONOR

Mr. Yogesh Popatlal Thakkar

Mr. Girish Vishanji Dedhia

IN THE PRESENCE OF

WE CONFIRM HAVING ACCEPTED THE ABOVE POWER OF

Anappel 1) MR. AMIN LAXMIDAS THAKKAR

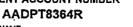
2) MR. HIMANSHU RAMESHCHANDRA SATRA

proed (my)



उ हैं **व** -दस्त क़. **६** 92 **y** 994/2096 6 DIST THANA

स्थार्थ तेव्या गंव्या /PERMANENT ACCOUNT NUMBER





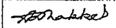
नान /NAME AMIN LAXMIDAS THAKKAR

পিলা আ শাব IFATHER'S NAME LAXMIDAS HIRJEE THAKKAR

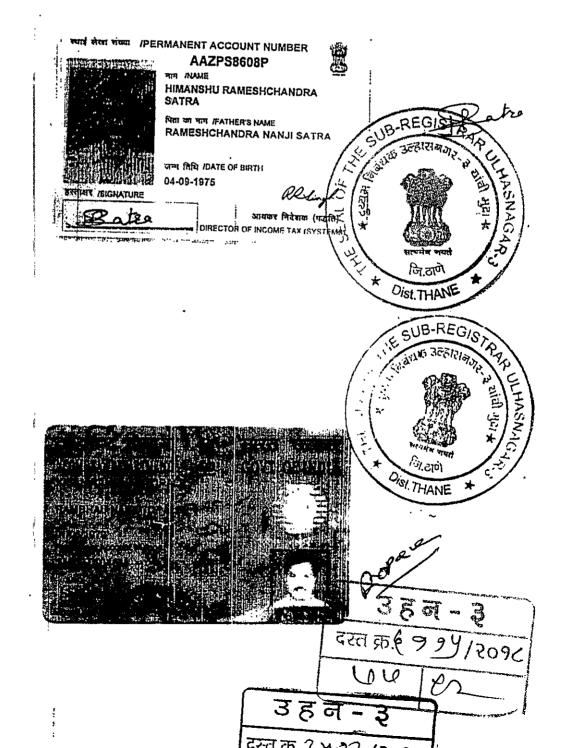
जना तिथि /DATE OF BIRTH 22-02-1944

इस्ताक्षर /SIGNATURE

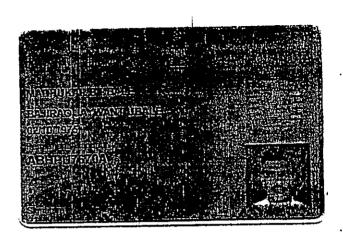
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आयकर निर्देशक (पद्धति) :DIRECTOR OF INCOME TAX (SYSTEMS) Analaker -



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22/05/2014

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दुस्यम निर्वधक : मह दु.नि.उल्हासनगर

दम्त क्रमांक : 3601/2014

नोदंणी : Regn:63m

गायाचे नाव: 1) मोरीवली

(1)विलेखाचा प्रकार

भाडेपट्टा

(2)मोबदला

1340957852

(3) बाजारभाव(भाडेपटटयाच्या बावतितपटटाकार आकारणी देतो की पदटेवार ते नमुद करावे)

439000000

(4) भू-मापन,पोटहिस्सा य घरक्रमांक (असल्याम)

1) पालिकेचे नाव:अंबरनाथइतर वर्णन :, इतर माहिनी: मौजे - मोरीवली, अंबरनाथ औद्योगिक विभाग, अंबरनाथ पुर्व; तालुका अंबरनाथ, जिल्हा ठाणे येथील प्लॉट नं. आर.एच. -1, क्षेत्र. 102071 चौ. मी.( ( Plot Number : RH-1 ; ) )

(5) র্ধিসদক্ত

1) 102071 ची.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा,

(7) वन्तऐवज फरुन देणा-या/लिहन ठेवणा-या पक्षकाराचे नाव किंवा विवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्याम,प्रतिवादिचे नाव व पत्ता.

1): नाव:-- - मे. निमर्ग निर्माण डेव्हलपर्म तर्फे भागीदार की समिता पोपटनान सून 49; पत्ता:-प्लॉट नं: ८३, ३१० , माळा नं: -, इमारकी नाव: देवा सेक्टर १७ , रोड नं: वाशी, नवी मुंबई , महाराष्ट्र, ठिएी. AAPPT1825P

2): नाव:-- में. निमर्ग निर्माण डेव्हलपर्म तर्फे भागीताए सी. निनी स्थाप 48; पत्ता:-प्लॉट नं: ८३, ३१०, माळा नं: -, इम्म्रिमीचे नाव: देवब्रेस्ट सेक्टर १७, रोड नं: वाशी, नवी मुंबई, महाराष्ट्र, केएने किन् कोड: व्यापित्रण पन नु AAHPJ2179C

3): नाव:-- - मे. निमर्ग निर्माण डेव्हलपर्म तर्फे भागीदार में होते ही पत्ता:-प्लॉट नं: ८३, ३१०, माळा नं: -, इमारतीचे नाव: देववेन विन्डांग १७ , रोड मं: वाशी, नवी मुंबई , महाराष्ट्र, ठाणे. पिन कोड:-400705 पैन नं:-AABPV6781A

4): नाव:-- - मे. निमर्ग निर्माण डेव्हलपर्म तर्फे भाषीदार श्री. क्षिप्रकार की देखिया ब्या:-51; पत्ता:-प्लॉट नं: ८३, ३१०, माळा नं: -, डमारतीचे नाव: देवप्रत विस्त्रींग कराक मं भीकटर १७ , रोड नं: वाशी, नवी मुंबई , महाराष्ट्र, ठाणे. सिन,कोड: 400705 रोन न:-AAEPD7643N

5): नाव:-- - मे. निमर्ग निर्माण डेव्हलपर्म तर्फे भागिदार श्री. 36; पत्ता:-प्लॉट नं: ८३, ३१०, माळा नं: -, इमारतीचे नाव विविधि क्रिक नं: सेक्टर १७ , रोड नं: वाशी, नवी मुंबई , महाराष्ट्र, आणे, पिन कोड:-400705 पैन नं:-AAGPS1326M

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

(9) दस्तऐवज करुन दिल्याचा दिनांक

(10)दस्त नोंदणी केल्याचा दिनांक

(11)अनुक्रमांक,खंड व पृष्ठ

1): नाव:-- - महाराष्ट्र इंडम्ट्रीयल डेव्हलपमेंट कॉपॉरशन तर्फे क्रिक्सिन अ श्री. बी. इ. चीरलेकर वय:-60; पत्ता:-प्लॉट नं: -, माळा नं: र्झाउनीच आवारास्त्र ब्लॉक नं: मरोळ इंडस्ट्रीयल विभाग , रोड नं: महाकाली केव्य रेड्ड अधिरी पु महाराष्ट्र, मुंबई. पिन कोड:-400093 पॅन नं:-

22/05/2014

22/05/2014

3601/2014

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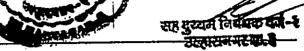
(12)बाजारभाषाप्रमाणे मुद्रांक शुल्क

53638320

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

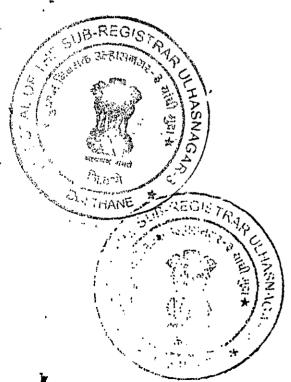
(14)शेरा

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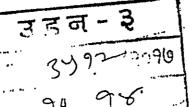


मुल्यांकनामाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुष्येद :- : (ii) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.



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## Summary I (GoshwaraBhag-I)

दस्त गोषवारा माग-1

उहन3

दस्त क्रमांक: 3512/2017

दस्त क्रमांक: उहन3 /3512/2017

बाजार मुल्य: रु. 01/-

मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.500/-

दु. नि. सह. दु. नि. उहन3 यांचे कार्यालयात अ. क्रं. 3512 वर दि.05-04-2017 रोजी 3:41 म.नं. वा. हजर केला.

पावती:4779

पावती दिनांक: 05/04/2017

सादरकरणाराचे नाव: - - श्री. हिमांशु रमेशचंद्र सतरा

नोंदणी फी

₹. 100.00

दस्त हाताळणी फी

₹. 280.00

पृष्टांची संख्या: 14

दस्त हजर करणाऱ्याची सही:

एकुण: 380.00

Sub Registrar Ulhasnagar 3

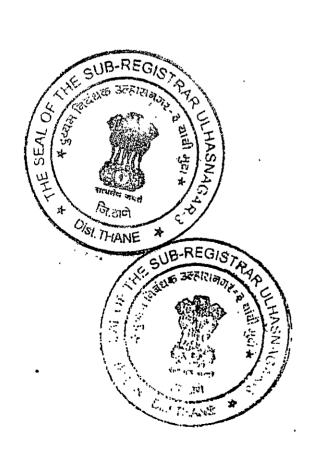
दस्ताचा प्रक्रार: पॉवर ऑफ अँटर्नी

मुद्रांक शुल्क: (48-ह) (अ) ते (ग) खेरीज@ इतर कोणत्याही प्रकरणात

शिक्का क्रं. 1 05 / 04 / 2017 03 : 39 : 55 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 05 / 04 / 2017 03 : 42 : 19 PM ची वेळ: (फी)





उह**न - ३** 

337-3



दस्त गोषवारा भाग-2

05/04/2017 3 49:15 PM

दस्त क्रमांक :उहन3/3512/2017 दस्ताचा प्रकार :-पॉवर ऑफ ॲंटर्नी

अनुक्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

1 नाव:- - मेसर्स. निसर्ग निर्माण डेव्हलपर्स तर्फे भागीदार कुलमुखत्यार देणार श्री. योगेश पोपटलाल ठक्कर वय:-53 पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक स्वाक्षरी:- नं: -, रोड नं: 310, देवब्रत बिल्डींग, प्लॉट नं: 83 सेक्टर - 17, वाशी, नवी मुंबई, महाराष्ट्र, क्लॉ.

पॅन नंबर:AAOFM9742P

2 नाव:- - मेसर्स. निसर्ग निर्माण डेन्हलपर्स तर्फे भागीदार कुलमुखत्यार देणार श्री. गिरीश विसनजी देढिया वय :-54
पत्ता:-, -, -, -, 310, देवब्रत बिल्डींग, प्लॉट नं. 83, स्वाक्षरी:-

सेक्टर - 17, वाशी, नवी मुंबई, क्.ऊ.बाळाऱ, MAHARASHTRA, THANE, Non-

Government. पॅन नंबर:AAOFM9742P propelling

3 नाव:- - श्री. अमीन लक्ष्मीदास ठक्कर पाँवर ऑफ़ अटॉर्नी पत्ता:फ्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक होल्डर नं: -, रोड नं: बी/८, अंजली सोसायटी, 90 फुट रोड, वय:-73 गवनपाडा, मुलुंड (पूर्व), मुंबई, महाराष्ट्र, मुम्बई. स्वाक्षरी:- पून नंबर:AADPT8364R

4 नाव:-ं- श्री. हिमांशु रमेशचंद्र सतरा पत्ता:-, -, -, -, -, पलॅट नं. 12, दुसरा मजला , बुलबुल-2, कलश उद्यान, प्लॉट नं.23, सेक्टर -11, कोपर खैराने, नवी मुंबई, कोपर क्:आईऱ्णे ,

MAHARASHTRA, THANE, Non-Government.

पॅन नंबर:AAZPS8608P















12096

अंगठ्याचा ठसा

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळख्तात, वृत्यांची ओळख

अनु क. पक्षकाराचे नाव व पत्ता

1 नाव:- - मधुकर बी उबाळे वय:41 पत्ता:अंबरनाथ पु पिन कोड:421501

Ch

स्वाक्षरी

पॉवर ऑफ़ अटॉर्नी

होल्डर

वय:-42

स्वाक्षरी:-

स्वाक्षरी



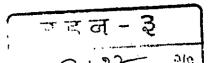


 नाब:- - किसन टोप्से वय:37 पत्ता:अंबरनाथ पु
 पिन कोड:421501

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Summary-2(दस्त गोषवारा भाग - २)





शिक्का क्र.4 चौ वेळ:05 / 04 / 2017 03 : 45 : 14 PM

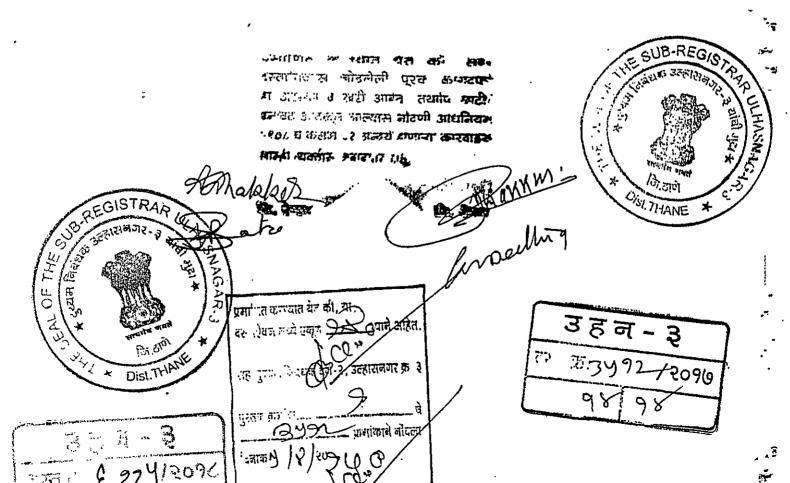
शिक्का क.5 ची वेक्ट 95 104 / 2017 03: 45: 46 PM नोंदणी पुस्तक 4 मध्ये

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3512 /2017

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## ह्माथमध्य रहमायाच

खालील संही करणार असे भोषीत करती की सदर नोंदणीमा दस्त नोंदविष्पापुर्वी आसंधी प्रबाधदारी नुसार आन्ही बस्तातील मिळकतीचे मालक नोंदविष्पापुर्वी आसंधी प्रबाधदारी नुसार आन्ही बस्तातील मिळकतीचे /बारस/हक्क हितसंबंधील व्यक्ती माली मालकी (Sible) तसेन मिळकतीचे मालकाने नमुद्र दिलेल्या कुलमुखत्यारघारक (P.A. Holdes) लिहून देणार हे ह्यात मालकाने नमुद्र दिलेल्या कुलमुखत्यारघारक (P.A. Holdes) लिहून देणार हे ह्यात आहेत व कुलमुखत्यारपत्र अदयापही रदद झालेले नाही. आजही सदरचे आहेत व कुलमुखत्यारपत्र अदयापही रदद झालेले नाही. आजही सदरचे मुखत्यारपत्र अस्तित्वात आहे याची आम्ही खात्री देत आहोत तसेंद्र मिळकतीचे इतर हक्क, कर्ज बेजे वेजे विकसन वोजे व मुखत्यारघारकांनी केलेले दयवहाराच्या अधिन राहून आम्ही आमचा आर्थिक व्यवहार पुर्ण केला आहे.

त्यामुळे नोंदणीसाठी सादर केलेल्या दस्तऐवजामधील मिळकत ही फसवृणुक्तीद्वार दुबार विक्री होत नाही. याचा आम्ही अभिलेख शोध घेतलेला आहे. दस्तातील लिहुन देणीर/मुख्त्यारधारक है खरे असून याची धाम्ही स्वतः खात्री करून या दस्तासोबत दोन ओळखीचे इसम स्वाक्षरीसाठी घेऊन आली. पुणे व्यवहार करतेवळी पुरावा कायद्यानुसार दस्तावर 'साक्षीदार याच्या स्वाक्षन्य व्यवहार करतेवळी पुरावा कायद्यानुसार दस्तावर 'साक्षीदार याच्या स्वाक्षन्य घेण्यात आलेल पुरक कागदपत्र है खरे अधितः तसचे मिळकतीचा हस्तांवरणाबाबत कोण्यात आलेल पुरक कागदपत्र है खरे आहेतः तसचे मिळकतीचा हस्तांवरणाबाबत कोण्यात्याही मा न्यायालयाची अथवा शासदाचा मनाई हुकुम नाही याचीही खात्री देता आहेतः या बाबी आमचे कायदिशीर सल्लागार/वक्षील यांचा दाखवून त्यांच्या सल्ल्यानुसार आपल्या कार्यालयात् दस्तऐवज नोंदणीसाठी सादर करण्यात येत आहे.

मिळकतीची मालकी तपासणे रेठरविणेसाठी सक्षम तलाठी व भुमी अभिलेख कार्यालय व मा त्यापालय यांना अधिकार आहेत. त्यामुळे नोवणी कायवा १९०० चे कलमा ४४ व वेळवेळी सा उड्ड्य त्यापालयाने दिलेल्या निर्णयानुसार दस्तामधील मिळकतीचे मालक मुखत्यारधारक, खरेपणा ठरविणे व दस्तातील वैधता तपासणे हे नोदणी अधिकारी यांची जडाबदारी नाही यांची आम्हास जाणीव आहे.

तरी मिळकतीविषयी सध्या होत असलेली फसवणुक व त्या अनुषगाने पेलिस चौकीत दाखल होत असलेले गुन्हें हे माह्या दस्तातील मिळकतीविषयी होता वाखल होत असलेले गुन्हें हे माह्या दस्तातील मिळकतीविषयी होणाद नाही फडणून आम्ही घोषणापत्र भाषणाय लिहन देत आहोत. भविष्यात मी नोदविष्यात आलेल्या व्यवहारात मुद्राक कागद्वयानुसार मुद्राक कमी लावल्यास अध्वा नोदणी कागद्वयानुसार कोणताही कापदेशीर प्रका उद्भवल्यास मी स्वतः व त्यातील सर्व निष्पादक जबाबदार राहणार आहोत. तसेच भारें, संहिता १८६० मधील नमुद्र असलेल्या शिक्षेस पात्र राहणार आहोत. याची मला/आम्हाला गुण जाणीव आहे. त्यामुळे हे घोषणापत्र शायथपत्र दस्ताचा भाग महणून जोडत आहोत.

Yokavi V V Skonkav टिल्ह्ल घेणार



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## घोषणायत्र

कुलमूखत्यार धारकाची सही

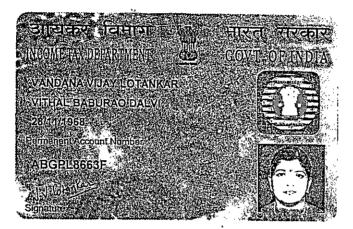
अम्बर्गाम हिन्द्र



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Hotanken



V.V. Watankar







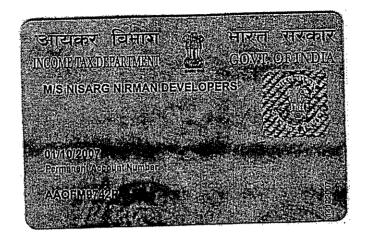
भारत सरका GOVI OF INDIA

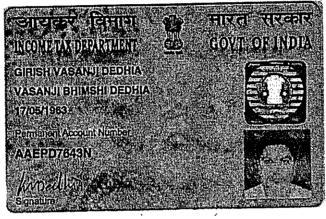


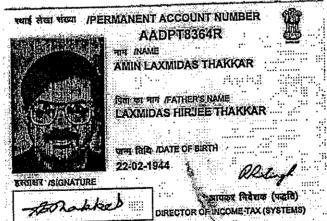




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ग्रहवार,26 जुलै 2018 11:11 म.पू.

दस्त गोषवारा भाग-1

उहन3

दस्त क्रमांक: 6115/2018

दस्त क्रमांक: उहन3 /6115/2018

बाजार मुल्य: रु. 26,27,000/-

मोबदला: रु. 43,71,000/-

भरलेले मुद्रांक शुल्क: रु.2,62,300/-

दु. नि. सह. दु. नि. उहन3 यांचे कार्यालयात

अ. क्रं. 6115 वर दि.26-07-2018

रोजी 10:55 म.पू. वा. हजर केला.

पावती:7970

पावती दिनांक: 26/07/2018

सादरकरणाराचे नाव: - - विजय यशवंत लोटणकर

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

**ড. 1840.00** 

पृष्टांची संख्या: 92

दस्त हजर करणाऱ्याची सही:

एकुण: 31840.00

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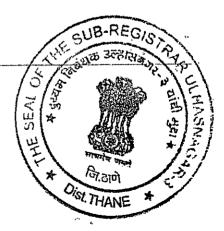
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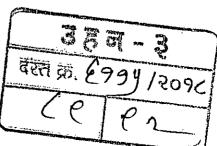
दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: (दोन) कोणत्याही नगरपालिका किंवा नगर पंचायत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हदीत किंवा मुंबई महानगर प्रदेश ॥विकास प्रा॥धिकरणाच्या हदीत असलेल्या कोणत्याही ग्रामीण क्षेत्रात, किंवा मुंबई मुद्रांक (मालमत्तेच्या प्रत्यक्ष बाजार मूल्याचे निधारण) नियम, 1995 अन्वये प्रकाशित झालेल्या वार्षिक विवरणपत्रातील दराप्रमाण् प्रभाव क्षेत्रात.

शिक्का फ्रें. 1 26 / 07 / 2018 10 : 55 : 13 AM ची वेळ: (सादरीकरण)

शिक्का कं. 2 26 / 07 / 2018 10 : 56 : 25 AM ची वेळ: (फी)







35可-3 दस्त 京。をラップ/२०१८ **その** アル . .

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दस्त गोषवारा भाग-2

उहन3

दस्त क्रमांक:6115/2018

26/07/2018 11 14:03 AM

दस्त क्रमांक :उहन3/6115/2018 दस्ताचा प्रकार:-करारनामा

पक्षकाराचे नाव व पत्ता अनु क्र.

> 1 नाव:- - विजय यशवंत लोटणकर पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: 143 - 4273, आकाशगंगा को. ऑप. हौसिंग सोसायटी, कन्नमवार नगर 2, विक्रोळी पूर्व, मुंबई, महाराष्ट्र, मुम्बई.

पॅन नंबर:AAJPL8502B

नाव:- - वंदना विजय लोटणकर पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, वय:-50 रोड नं: 143 - 4273, आकाशगंगा को, ऑप, हीसिंग सोसायटी, कन्नमवार नगर 2, विक्रोळी पूर्व, मुंबई, महाराष्ट्र, मुम्बई.

पॅन नंबर:ABGPL8663F ं नाव:मेसर्स निसर्ग निर्माण डेव्हलपर्स तर्फे भागीदार श्री.

गिरीश व्ही. देढीया यांचे तर्फे कबुली जबाब म्हणुन श्री. अमीन लक्ष्मीदास ठक्कर, -पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: 310, देवब्रत बिल्डींग, प्लॉट नं. 83, सेक्टर - 17, वाशी, नवी मुंबई, महाराष्ट्र, ठाणे. पॅन नंबर:AAOFM9742P

पक्षकाराचा प्रकार

लिहन घेणार वय:-56 स्वाक्षरी:-

लिहुन घेणार

स्वाक्षरी:-V.V. Lotankov

> लिहुन देणार वय:-73 स्वाक्षरी:-

छायाचित्र

अंगठ्याचा ठसा













वरील दस्तऐवज करुन देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात. शिक्का फ्र.3 ची वेळ:26 / 07 / 2018 10 : 57 : 58 AM

ओळख:-

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

अनु क्र. पक्षकाराचे नाव व पत्ता

नाव:- - राजेंद्र बाळकृष्ण अर्गेकर पत्ता:कन्नमवार नगर विक्रोळी मुंबई पिन कोड:400083

2 नाव:- - सत्यवान शिंदे वय:48 पत्ता:अंबरनाथ प पिन कोड:421505

छायाचित्र





अंगठ्याचा ठसा







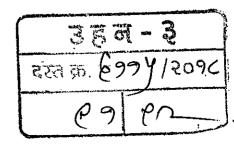


शिक्का क्र.4 ची वेळ: 26 / 07 / 2018 10 : 58 : 49 AM

शिक्का क्र.5 ची वेळ:26+)07 / 2018 10:59:08 AM नोंदणी पुस्तक 1 मध्ये

Sub Registrar Uhasnagar 3

EPayment Details.







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	DV.
	ी दुस्ता जिल्लाक का - २, जन्मसनगर क. ३
	344 1000 9
1	- <u>६९५५</u> ज्यांकाने बॉटला
_\J	क्रिद्याम निवंधक वर्ग २, उत्हासनमर क्र. ३
البـــ	र ३ व्याप्त वरत ८, उद्धासन्बद्ध के ई

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