

AGREEMENT FOR SALE

This Agreement for Sale executed on this 20th day of Jan 2023,

By and Between

M/S MANGALAM INFRA (PAN No: ABIFM4345F), through Its Partners **MR. MAVJI GELA GANDHI** (PAN No: AATPG7069C), having its registered office at **Shop No. 6, Om Residency, S. No. 1/ 5/A, Shil-Diva Road, Dawale, Diva (E), Dist- Thane-400612**, hereinafter referred to as "**THE PROMOTER**" (shall mean and include partners or partner for the time being of the said respective firm, the survivors or survivor of them and the heirs, executors and assigns of the last surviving partner or their assigns) **OF THE ONE PARTY.**

AND

Mrs. POONAM UMESH NISHAD (PAN No: ENWPK9831A) & **Mr. UMESH RAMKEWAL NISHAD** (PAN No: BCFPN6739R) Indian Inhabitant, Residing at **Room No.5/A, Shiv Sai Chawl Committee, Sanjay Nagar, Marol pipe Line, BHD Gurudwara, A.K. Road, Andheri (East), Mumbai-400059** called and referred to as "**THE ALLOTTEE/S** (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his / her / their respective heirs present and future executors administrators and assignees) of the **SECOND PART**

WHEREAS:

1. All the pieces and parcel of the land situated at **Survey No. 4, Hissa No. 14, admeasuring 6,750 sq. meters at Village - Dawale, Taluka - Thane, District - Thane** (hereinafter referred to as "**The Said Land**") was originally belonging to 1] **Abdul Kadir Ali (Alimiya) Patel**, 2] **Salim Abdul Kadir Patel**, 3] **Aslam Abdul Kadir Patel**, 4] **Naeem Abdul Kadir Patel**, 5] **Salama Ibrahim Patel**, 6] **Yaseen Ibrahim Patel**, 7] **Iiyas Ibrahim Patel**, 8] **Nasrin Ibrahim Patel**, 9] **Sajida Ibrahim Patel**, 10] **Atik Ibrahim Patel**, 11] **Imtiyaz Ibrahim Patel** and 12] **Majida Ibrahim Patel alias Majida Junaid Jalgoankar.** (hereinafter referred to as "**Original Owners**")
2. Further, the original owners 1] **Abdul Kadir Ali (Alimiya) Patel**, 2] **Salim Abdul Kadir Patel**, 3] **Aslam Abdul Kadir Patel**, 4] **Naeem Abdul Kadir Patel**, 5] **Salama Ibrahim Patel**, 6] **Yaseen Ibrahim Patel**, 7] **Iiyas Ibrahim Patel**, 8] **Nasrin Ibrahim Patel**, 9] **Sajida Ibrahim Patel**, 10] **Atik Ibrahim Patel**, 11] **Imtiyaz Ibrahim Patel** and 12] **Majida Ibrahim Patel alias Majida Junaid Jalgoankar,**

FOR MANGALAM INFRA

(Signature)

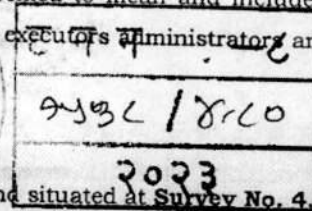
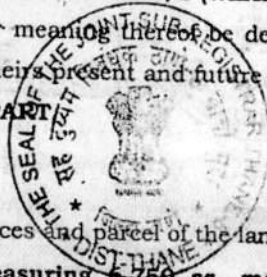
PARTNER

Promoter

Poonam

(Signature)

Allottee



CHALLAN
MTR Form Number-6



| | | | | | | | | |
|--|--------------------|---------|---------------|---|--|---------------------|----------------------|-----------------------|
| GRN | MH014042085202223E | BARCODE | | | Date | 20/01/2023-11:58:12 | Form ID | 25.2 |
| Department Inspector General Of Registration | | | | | Payer Details | | | |
| Stamp Duty | | | | | TAX ID / TAN (If Any) | | | |
| Type of Payment Registration Fee | | | | | PAN No.(If Applicable) ENWPK9831A | | | |
| Office Name THN8_THANE NO 8 JOINT SUB REGISTRA | | | | | Full Name POONAM UMESH NISHAD | | | |
| Location THANE | | | | | Flat/Block No. FLAT NO.1202, BUILDING-A, 12TH FLOOR, | | | |
| Year 2022-2023 One Time | | | | | Premises/Building RADHE KRISHNA RESIDENCY, | | | |
| Account Head Details | | | Amount In Rs. | Road/Street SURVEY NO.4, HISSA NO.14, VILLAGE DAWALE, | | | | |
| 0030046401 | Stamp Duty | | 238000.00 | Area/Locality THANE | | | | |
| 0030063301 | Registration Fee | | 30000.00 | Town/City/District | | | | |
| | | | | | PIN 4 0 0 6 1 2 | | | |
| | | | | | Remarks (If Any) | | | |
| | | | | | PAN2=ABIFM4345F-SecondPartyName=MANGALAM INFRA- | | | |
| | | | | | 9432/1360 | | | |
| | | | | | 2023 | | | |
| | | | | | Amount In Words Sixty Eight Thousand Rupees Only | | | |
| Total | | | 2,68,000.00 | Words | | | | |
| Payment Details IDBI BANK | | | | | FOR USE IN RECEIVING BANK | | | |
| Cheque-DD Details | | | | | Bank CIN | Ref. No. | 69103332023012013424 | 2788608418 |
| Cheque/DD No. | | | | | Bank Date | RBI Date | 20/01/2023-11:59:17 | Not Verified with RBI |
| Name of Bank | | | | | Bank-Branch IDBI BANK | | | |
| Name of Branch | | | | | Scroll No. , Date Not Verified with Scroll | | | |



Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : 9324972188
रादर चालन केवल दृश्य निबंधक कार्यालयात नोंदणी करावयाच्या दस्त्यासाठी लागू आहे. नोंदणी न करावयाच्या दस्त्यासाठी सदर चलन लागू नाही.

8. The Promoter has proposed to construct on the said land in accordance with the recitals hereinabove as per the plans sanctioned and the development permission granted by the Corporation vide **Commencement Certificate** bearing No. **V.P.No. S11/0194/18 TMC/TDD/ 3108/19** dated **20/06/2019** including such additions, modifications, revisions, alterations therein, if any, from time to time as may be approved by the Planning Authorities. Copy of the commencement certificate is annexed herewith as "**Annexure-A**".

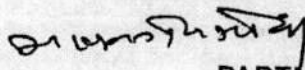
AND WHEREAS Town Planning Department of Thane Municipal Corporation vide its letter bearing Ref. No. **V. P. No. S11/ 0194/ 18 TMC / TDD / 3718 / 21, Dated 13/10/2021**, has given further Sanction Development Permission & has also amended the plan for Bldg. A - Stilt + 1st to 9th Floor only, Bldg. B - Stilt + 1st to 13th Floor Only and Bldg. C - Stilt + 1st to 13th Floor only is annexed hereto and marked as "**ANNEXURE - A**".

AND WHEREAS Town Planning Department of Thane Municipal Corporation vide its letter bearing Ref. No. **V. P. No. S11/ 0194/ 18 TMC / TDD / 4257 / 22, Dated 25/11/2022**, has given further Sanction Development Permission & has also amended the plan for Bldg. A - Stilt + 1st to 13th Floor only, Bldg. B - Stilt + 1st to 13th Floor Only and Bldg. C - Stilt + 1st to 13th Floor only is annexed hereto and marked as "**ANNEXURE - A**".

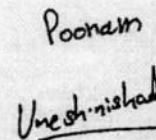
9. The Promoter has proposed to construct on the said land a project known as "**RADHE KRISHNA RESIDENCY**" (Currently comprising of **3 buildings namely Building A, Building B, Building C**) for residential use, on OWNERSHIP BASIS to the prospective buyers.

10. The Allottee/s has/have applied for an Flat bearing Number **1202** on the **12th Floor, Building A** (hereinafter referred to as the said "Flat") in project called "**RADHE KRISHNA RESIDENCY**" (hereinafter referred to as the said "Building") being constructed on the said land, by the promoter. The carpet area of the said Flat is **36.99 Sq. Meters.** and "Carpet Area" means the net usable floor area of Flat, excluding the area covered by the external walls, the area under the enclosed balcony, natural terrace, cupboard area, areas under services shafts, exclusive balcony appurtenant to the said Flat for the exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Flat for the exclusive use of the allottee/s, but includes the area covered by the internal partition walls of the Flat.

FOR MANGALAM INFRA


PARTNER

Promoter


Allottee

Allottee

executed the said land in favour of the Promoter, a Sale Deed dated 30th August 2018 duly registered in the office of the Sub-Registrar of Assurance Thane at Sr. No. TNN/1/12936/2018 dated 30th August 2018. Along with the said Sale Deed dated 30th August 2018 thereby handing over the vacant, peaceful and actual possession of the said land to the **M/S MangalamInfra** through its partners 1] **Mr. Mavji Gela Gandhi** 2] **Mr. Madeva Gela Gandhi** 3] **Mr. Milind Madhukar Kamble**. For the land bearing **Survey No. 4, Hissa No. 14, admeasuring 6,750 meters** situated at **Village Dawale, Taluka-Thane, District - Thane**, more specifically described in Schedule 1. The original owners also executed a separate power of attorney dated 30th August 2018 duly registered in the office of the Sub Registrar of Assurance Thane at Sr. No. TNN/1/12937/2018 dated 30th August 2018 in pursuance to the said Sale Deed dated 30th August 2018.

3. By virtue of the aforesaid Agreement, to Sale, the Promoters are absolutely seized and possessed of and well and sufficiently entitled to develop the said land;
4. The Promoter has obtained the final layout plan approvals for the Project from **Thane Municipal Corporation, Thane**. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Real Estate (Regulation and Development) Act, 2016 and other laws as applicable.
5. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed.
6. The Promoter has also obtained the sanction of Development Permission Certificate for the Project from **Thane Municipal Corporation, Thane**, vide Document Serial No. **V.P.No. S11/0194/18 TMC/TDD/3016/19** dated **13.03.2019**.
7. The promoter is entitled and enjoined upon to construct the residential building.

FOR MANGALAM INFRA

[Handwritten Signature]

PARTNER

Promoter

[Handwritten Signature]
Umesh Mishra

Allottee

18. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations, and restrictions which are to be observed and performed by the Promoter while developing the said land and the said buildings and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority.
19. The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
20. The Parties relying on the confirmations, representations, and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereafter.
21. Prior to the execution of these presents, the Allottee/s has/have paid to the Promoter a sum of **3,01,000/- (Rupees Three Lakhs One Thousand Only)**, being part payment of the sale consideration of the Flat agreed to be sold by the Promoter to the Allottee/s as an advance payment or application fee for the payment, and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee/s agree(s) to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
22. The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority bearing No. **P51700022023**; the authenticated copy of the Registration Certificate is annexed herewith as "**Annexure-E**".
23. Under Section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of said Flat with the Allottee/s, being, in fact, these presents and also to register said Agreement under the Registration Act, 1908.

FOR MANGALAM INFRA

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PARTNER

Promoter

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Allottee

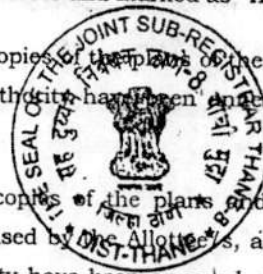
11. The Promoter has entered into a standard Agreement with an Architect **VINAY PATIL & ASSOCIATES** registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
12. The Promoter has appointed **M/S Adharshila Consultants** a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings.
13. By virtue of the aforesaid Agreements, the promoter has sole and exclusive right to sell the Flats and Other Units of their part as per proposed building to be constructed by the Promoter on the project land and to enter into Agreement with the Allottee/s of the said Flats, and Other Units therein and to receive the sale price in respect thereof.
14. On-demand from the allottee/s, the Promoter have given inspection to the Allottee/s of all the documents of title relating to the project and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 ((hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder.
15. The authenticated copy of Certificate of Title dated **16th October, 2018** issued by the **Adv. Amit Shaligram** to the Promoter, showing the nature of the title of the land on which the Flats are to be constructed have been annexed hereto and marked as "**Annexure-B**".
16. The authenticated copies of the plans of the layout as approved by the concerned Local Authority have been annexed hereto and marked as "**Annexure-C**".
17. The authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as "**Annexure-D**".

FOR MANGALAM INFRA

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PARTNER

Promoter



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| 9436 / 10-60 |
| 2023 |

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Allottee

Allottee

| Sr. | Particulars | Percent |
|-----|--|-------------|
| 1. | Earnest Money | 10% |
| 2. | On Execution of Agreement | 20% |
| 2. | On Completion of plinth | 15% |
| 3. | On Completion of 1 st Slab | 03% |
| 4. | On Completion of 2 nd Slab | 03% |
| 5. | On Completion of 3 rd Slab | 03% |
| 6. | On Completion of 4 th Slab | 02% |
| 7. | On Completion of 5 th Slab | 02% |
| 8. | On Completion of 6 th Slab | 02% |
| 9. | On Completion of 7 th Slab | 02% |
| 10. | On Completion of 8 th Slab | 02% |
| 11. | On Completion of 9 th Slab | 02% |
| 12. | On Completion of 10 th Slab | 01% |
| 13. | On Completion of 12 th Slab | 01% |
| 14. | On Completion of 13 th Slab | 01% |
| 15. | On Completion of 14 th Slab | 01% |
| 16. | On Completion of Brickwork | 05% |
| 17. | On Completion of Internal Plaster | 05% |
| 18. | On Completion of Conceal Plumbing Work | 05% |
| 19. | On Completion of External Plaster. | 05% |
| 20. | On Completion of Painting Work | 05% |
| 21. | On Possession | 05% |
| | Total | 100% |

- c) The Total Purchase Price of said Flat excludes taxes such as Value Added Tax, Service Tax, GST and Cess or any other taxes which may be levied by the government, in connection with the said Flat up to the date of handing over the possession of the Flat.
- d) The Total Price is escalation free, save and except escalations/ increases, due to an increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertake and agree that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order /rule/ regulation published /issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- e) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes,

FOR MANGALAM INFRA

[Signature]
PARTNER

Promoter

Poonam
Unadunishad

Allottee

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

Now, therefore, this Agreement witnesseth and it is hereby agreed by and between the parties hereto as follows:

1. The Promoter shall construct the said project to be known as "RADHE KRISHNA RESIDENCY" consisting of Three Buildings (namely Building A, Building B, and Building C) On the said land comprising of Ground/Stilt + Thirteen Floor or additional upper floors or/and any other upcoming buildings on the said land in accordance with the plans, designs and specifications approved by the concerned local authority and which have been seen and approved by the Allottee/s with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority/Government to be made in any of the Premises, provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of such variations or modifications which may adversely affect the Flat of the Allottee/s except any alteration or addition required by any Government authorities or to comply with the law.

- a) The Allottee/s hereby agree(s) to purchase from the Promoter and the Promoter hereby agree to sell to the Allottee/s the said Flat bearing No. 1202, Building A, admeasuring 36.99 Sq. Meter carpet area on the 12th Floor on the said land a project called "RADHE KRISHNA RESIDENCY" hereinafter referred to as "THE FLAT" and more particularly described in the "Second Schedule" hereunder written and as shown on the floor plan thereof hereto annexed and marked as "Annexure-D" for a lump sum price of 34,00,000/- (Rupees Thirty Four Lakhs Only)
- b) The Allottee/s have paid on or before the execution of this agreement a sum of Rs. 3,01,000/- (Rupees Three Lakhs One Thousand Only) as an advance payment or application fee and hereby agree(s) to pay to the Promoter the balance amount of Rs. 30,99,000/- (Rupees Thirty Lakhs Ninety Nine Thousand Only) in the following manner:-

FOR MANGALAM INFRA

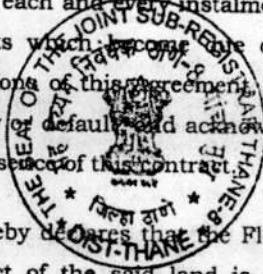
[Signature]
PARTNER

Promoter

Poo Nam
Omash nishad

Allottee

and/or claim of the Allottee/s on the said Flat agreed to be sold until and unless the entire consideration/purchase price and all other amounts specified in this Agreement is paid by the Allottee/s to the Promoter herein. The Allottee/s further undertake to accept and pay and agree to never dispute the certificate of the stage of completion of the Wing/Building set out in the demand letter issued by the Promoter or by any other person for and on behalf of the Promoter, for raising a demand of the corresponding installment of the Purchase Price. The Allottee/s further agree and undertake to accept the certificate that may be issued by the Promoter or by any other person for and on behalf of the Promoter, for certifying the completion of stages/intervals required for the purposes of payment of the corresponding installments of Purchase Price as envisaged herein. The Allottee/s confirm and undertake to pay each and every instalment of the Purchase Price and all other amounts which become payable by the Allottee/s under the provisions of this agreement on the respective due dates, without any delay or default and acknowledges that the time for such payment is the essence of this contract.



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2023

- 2) The Promoter hereby declares that the Floor Space Index approved as on date in respect of the said land is **6,618.77 Sq. Meters.** only. However, the Floor Space Index proposed but not approved as on date in respect of the said land is **7000 Sq. Meters.** Proposed built-up area Promoter has disclosed, the Floor Space Index of 2.5 as proposed to be utilized by him on the said land in the said Project and Allottee/s have agreed to purchase the said Flat based on the proposed construction and sale of Flat to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. The Allottee(s) have been explained and made aware of the available FSI on the said Land and also the additional FSI/Premium FSI, Ancillary FSI and Transferable Development Right (hereinafter referred to as "TDR") which may be availed thereon by purchasing from TMC(Thane municipal corporation) or/and from vendor. Until conveyance of the said Land in favour of Apex Body/ Federation Body and conveyance of the said Building in favour of the Organisation, if the FSI/Floor Area Ratio in respect of the said Land is increased and/or additional construction is possible on the

FOR MANGALAM INFRA

[Signature]
PARTNER

[Signature]
[Signature]

Promoter

Allottee

If any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand an additional amount from the Allottee/s as per the next milestone of the Payment Plan.

- f) 1) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee/s undertake not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.
- 2) The Promoter hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Flat the Allottee/s, obtain from the concerned local authority Occupation and/or Completion Certificates in respect of the said Flat. Notwithstanding anything to the contrary contained herein, the Allottee/s shall not be entitled to claim possession of the said Flat until the completion certificate is received from the local authority and the Allottee/s has/have paid all the dues payable under this agreement in respect of the said Flat to the Promoter and has/have paid the necessary maintenance amount/deposit, Service Tax, VAT, GST, and other taxes payable under this agreement of the said Flat to the Promoter.
- g) Time is the essence for the Promoter, as well as the Allottee/s undertake to pay all of the corresponding instalments of the Purchase Price as set out above [Refer Clause One (b)] and all amounts which become due or payable by the Allottee/s under the provisions of this Agreement, within a period of 15 days of a demand letter for such payments being sent to the Allottee/s at the address set out in this Agreement. It is specifically agreed by the Allottee/s that this Agreement shall not create any right, interest



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|-------------|
| 9436/199-10 |
| 2023 |

FOR MANGALAM INFRA

[Signature]
PARTNER

Promoter

[Signature]
Umesh Mishra

Allottee

(I) Non-availability of steel, cement, other Building material or labour at market competitive prices; and/or

(II) Non-availability / shortage of water or electric supply; and/or

(III) War, civil commotion, strikes of workmen or labours or other persons, transport strike, terrorist attack, terrorist attack or an act of God, irresistible force or reasons beyond the control of or unforeseen by the Promoter; and/or

(IV) Any legislation, notice, order, rule, circular, notification of the Government and/or other public or other competent authority or court or injunction or stay or prohibitory orders or directions passed by any court, tribunal, body or authority; and/or

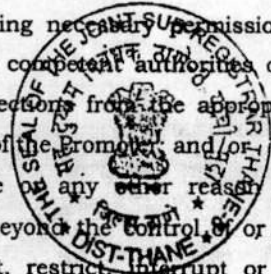
(V) Delay in issuing any permission, approval, NOC, sanction and/or Building occupation certificate and/or completion certificate by the concerned authorities; and/or

(VI) Delay in securing necessary permissions or completion/occupancy certificate from the competent authorities or water, electricity, drainage and sewerage connections from the appropriate authorities, for reasons beyond the control of the Promoter, and/or

(VII) Force majeure (or any other reason not limited to the reasons mentioned above) beyond the control of or unforeseen by the Promoter, which may prevent, restrict, interrupt or interfere with or delay the construction of the Building including the said Flat; and/or

(VIII) Other force majeure and vis major circumstances or conditions including but not limited to the inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lockouts, action of labour unions or other causes beyond the control of or unforeseen by the Promoter or their agents; and/or

(IX) Any other forces or reasons beyond the control of the Promoter. For the purpose of this Agreement, this expression "force majeure" shall include any natural calamity, landslide, strikes, terrorist action or threat, civil commotion, riot, crowd disorder, labour unrest, invasion, war, threat of or preparation of war, fire, explosion, storm, flood, earthquake, subsidence, structural damage, epidemic or other natural disaster, calamity or changes in law, regulations, rules or orders issued by any Court or Government authorities or any acts, events, restrictions beyond the reasonable control of the Promoter.



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2022

FOR MANGALAM INFRA

[Handwritten Signature]
PARTNER

Promoter

[Handwritten Signature]
Poonam

[Handwritten Signature]
Chakraborty

Allottee

said Land on account of FSI and/or TDR originating from the said Land, on account of portions thereof under D. P. Road/setback and/or TDR/ FSI/Premium FSI/Ancillary FSI of other properties being available for being used on the said Land (and/or on the amalgamated property, as the case may be) the Promoter shall be entitled to utilize such additional FSI, including by amending the present layout of the said Land subject to the necessary permission/sanction being granted by the concerned authorities. The Promoter can also amalgamate any adjoining property or land with this Project and develop the said Property.

3) Unless prevented by force majeure event/s, the Promoter liable to handover peaceful possession of the said Flat to the Allottee/s on or before I] **31st December 2023** Date of the completion of the project declared by the promoter under sub-clause (C) of clause (1) of sub-section (2) of section 4 of Real Estate (Regulation and Development) Act,2016 II] Or if, the promoter has applied for an extension of registration under section 6 of Real Estate (Regulation and Development) Act,2016, then such date upto which the extension has been approved by MAHARERA Authority,

i) If the promoter fails or neglects to give possession on the date, he is liable to give possession to the Allottee/s on account of reasons beyond their agents by the aforesaid date then-

I] Allottee can withdraw from the project and the without prejudice to any other remedy available to return the amount received by him in respect of that Flat , as the case may be, with interest for the every month as per state bank of India marginal cost of lending rate plus 2% (Two Percent) per annum with monthly rests, on the amount paid against the Flat , from the date on which such amount received against the Flat till the date on which such amount refunded to the Allottee/s. Or, **9336 193-60**
 II] If an Allottee/s does not intend to withdraw from the project he shall be paid, by the promoter, interest for every month of delay, as per state bank of India marginal cost of lending rate plus 2% (Two Percent) per annum with monthly rests, On the amount paid against the Flat from the date on which Promoter is liable to give possession of Flat till the date of Actual possession given to the Allottee/s.

ii) Provided that the Promoter shall be entitled to a reasonable extension of time for giving delivery of said Flat on the aforesaid date if the completion of Building in which the said Flat is situated is delayed on account of: -

FOR MANGALAM INFRA

[Signature]

PARTNER

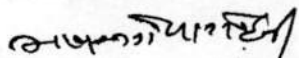
Promoter

[Signature]
 Umesh Mishra

Allottee

- (c) Any payment/s made by the Allottee/s to the Promoter shall be first appropriated towards interest and the balance, if any, towards the principal sums of the installments of the said Purchase Price and/or any other outstanding dues. The balance amount(s) due and payable by the Allottee/s under this Agreement, whether as installments of Purchase Price or otherwise, shall continue to attract interest as agreed above.
- (d) The right of the Promoter to receive interest as aforesaid shall not entitle the Allottee/s to delay the payment of any amounts payable in terms of this Agreement on their respective due dates, nor shall it amount to or be construed as a waiver on the part of the Promoter of any of its rights, remedies and privileges in case of default in payment of any such amounts on their respective due dates in the agreed manner by the Allottee/s.
- (e) Notwithstanding anything herein contained or any other communication addressed by the Promoter to the Allottee/s either prior to or after the execution of this Agreement, the Promoter shall have the first lien and charge on the said Flat agreed to be purchased by the Allottee/s, in respect of any amount due and payable by the Allottee/s to the Promoter or otherwise under the terms and conditions of this Agreement.
- (f) Upon termination of this Agreement in terms hereof, the Promoter shall be at liberty to dispose of and sell the said Flat to such person and at such price as the Promoter may in their absolute discretion think fit. As a consequence of the termination of this Agreement, the Promoter shall within 30 days of termination refund to the Purchaser the amount paid by the Purchaser subject to the following deductions:
- i) 10% of the Purchase Price (which is to stand forfeited to the Promoter upon the termination of this Agreement);
 - ii) The taxes and outgoings, if any, due and payable by the Allottee/s in respect of the said Flat upto the date of termination of this Agreement;
 - iii) Processing fee and brokerage paid if any etc. in respect of the said Flat;
 - iv) The amount of interest payable by the Allottee/s to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
 - v) Pre-EMI interest, if any, paid by the Promoter on behalf of the Allottee/s under a particular scheme;
 - vi) In the event of the resale price of the said Flat to a prospective purchaser is less than the Purchase Price mentioned herein, the amount of such difference; and

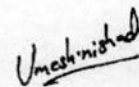
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PARTNER

Promoter

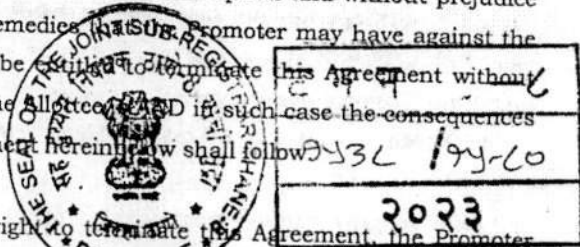
Poonam



Allottee

4) Any default in payment of any of the amounts set out above or elsewhere in this Agreement, on their respective due dates, shall amount to a breach on the part of the Allottee/s of the terms of this Agreement. In the event of the Allottee/s committing any delay and/or default in making payment of any of the installments of the Purchase Price on their respective due dates and/or of any other amount due or payable by the Allottee/s to the Promoter under this Agreement (including the Purchaser's proportionate share of additional infrastructure charges, rates, taxes, cesses and assessments levied or imposed by the concerned local body or Government authority and all other outgoings including the Charges, Contributions, Subscriptions and Fees) or the Allottee/s committing breach of any of the terms and conditions herein contained, the Promoter shall serve upon the Allottee/s 15 days' notice in writing to the Allottee/s by Registered post with AD at the address provided by the Allottee/s and mail at the E-mail address provided by the Allottee/s, specifying the breach or breaches of the terms and conditions of this Agreement by the Allottee/s and calling upon the Allottee/s to rectify the breach or breaches as specified in such notice.

If the Allottee/s fail to rectify such default or breach within the said period of 15 (Fifteen) days, the Promoter at its sole option and without prejudice to any other rights and remedies available to it, may terminate this Agreement without any further reference to the Allottee/s and in such case the consequences as provided in this Agreement shall follow.



- (a) Without prejudice to its right to terminate this Agreement, the Promoter may in its sole discretion accept from the Allottee/s payment of the delayed installment/s of the Purchase Price or any other amounts payable by the Purchaser to the Promoter in terms of this Agreement on the Allottee paying to the Promoter interest at the rate of State Bank of India highest marginal cost of Lending Rate +2% per annum from the respective due dates of each such installment/s or the due date for payment of any
- (b) Other amount payable in terms of this Agreement, until payment and/or realization of such amount in favour of the Promoter, whichever is later.

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PARTNER

Promoter

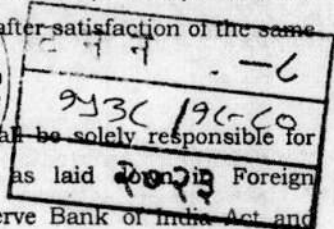
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Umesh Nishad

Allottee

7) The Promoter has made full and true disclosure of the title of the said land as well as encumbrances, if any, known to the Promoter in the title report of the advocate. The Promoter has also disclosed to the Allottee/s nature of its right, title, and interest or right to construct the building(s), and also given inspection of all documents to the Allottee/s as required by the law. The Allottee/s having acquainted himself/herself/themselves with all facts and rights of the Promoter and after satisfaction of the same has entered into this Agreement.

8) i) The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, the Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modification (s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

ii) The Promoter accepts no responsibility in this regard. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee after the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with the necessary formalities if any under the applicable laws. The promoter shall not be responsible towards any third-party making payment/ remittances on behalf of any Allottee/s and such third party shall not have any right in the application/allotment of the said Flat applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/s only.



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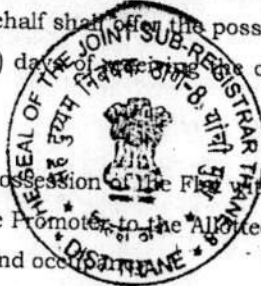
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PARTNER

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Poonam
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Umaleshwari

Promoter

Allottee

- vii) The costs incurred by the Promoter in finding a new buyer for the said Flat. The Promoter shall not be liable to pay to the Allottee/s any interest on the amount so refunded and upon the termination, the Allottee/s hereby agree to forgo all their right, title and interest to immediate ejection as trespassers. The decision of the Promoter in this respect shall be final and binding upon the Purchaser, which the Promoter agrees and undertakes not to dispute in any manner whatsoever.
- 5) The fixtures and fittings with regards to flooring and sanitary fittings and amenities like one or more lift with the particular brand to be provided by the Promoter in the Flat and the said building are those that are set out in the **"Third Schedule"** mentioned hereunder.
- 6) The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Flat to the Allottee/s in terms of this Agreement to be taken within 3 (Three) months from the date of issue of such notice and the Promoter shall give possession of the Flat to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottee/s as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 (seven) days of receiving the occupancy certificate of the Project.
- a) The Allottee/s shall take possession of the Flat within 15 (Fifteen) days of the written notice from the Promoter to the Allottee/s intimating that the said Flat is ready for use and occupation.
- c) Upon receiving a written intimation from the Promoter as per clause 7, the Allottee/s shall take possession of the Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Flat to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 7 such Allottee/s shall continue to be liable to pay maintenance charges as applicable.



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PARTNER

Promoter

Poonam

Umesh Mishra

Allottee

c) Within 15 (Fifteen) days after notice in writing is given by the Promoter to the Allottee/s that the Flat is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect to the project and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined at time of possession. The Allottee/s further agree that at time of possession the Allottee/s will pay his/her share of particular amount which will be decided at time of possession to the Promoters towards the outgoings in respect to the said project mentioned hereinabove. The amounts so paid by the Allottee/s to the promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of a lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of a lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be. Also, as per the norms there are certain Flats allotted to MHADA, till the time the possession of the said Flat is not given to any particular allottee by MHADA, the maintenance charges would not be liable for that particular Flat.

- 11) At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the promoter shall pay the Allottee's share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building/wing of the building. At the time of registration of conveyance or Lease of the saidland, the Promoter shall pay, the Allottee's share of stamp duty and registration charges payable, by the said Society or Limited company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Society or limited company.

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PARTNER

Promoter

Poonam
Umashinshad

Allottee

- 9) The Allottee/s shall use the Flat or any part thereof or permit the same to be used only for residence and shop for carrying on any business. He shall use the parking space only for the purpose of keeping or parking own vehicle.
- 10) The Allottee/s along with other Allottee/s of Flat in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association 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 Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common organisation of Allottee/s. No objection shall be taken by the Allottee/s 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.
- a) The Promoter shall, within three months of registration of the Society or Association or Limited Company as aforesaid, cause to be transferred to the society or Limited Company all the right, title and interest of the Promoter in the said structure of the Building or wing in which the said Flat is situated.
- b) The Promoter shall, within three months of registration of the Society or Limited Company, as aforesaid, cause to be transferred to the Society, company or federation of the society, all the right, title and interest of the Promoter in the said land on which the buildings are constructed. However, in case the Allottee(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. are demanded within the period mentioned in the demand letter, the Allottee(s) authorises the Promoter withhold registration of the conveyance deed in his/her favour till full and final settlements of the amount and payment of stamp duty and registration charges to the Promoter is made by the Allottee(s). However, the conveyance of said land/said project would be done after deducting the said land/plot area went under Road widening, footpath, not in possession area, etc.

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PARTNER

Promoter

Poonam
Umesh.nishad

Allottee

- h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee/s in the manner contemplated in this Agreement;
- i) At the time of execution of the conveyance deed of the structure to the association of Allottee/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/s;
- j) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.
- k) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, the notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said land and/or the Project.
- 13) The Allottee/s for himself/herself/themselves with the intention to bind himself/herself/themselves and all persons into whomsoever hand the said Flat may come, doth hereby covenant with the Promoter(s) as follows: -
- a) To maintain the Flat at the Allottee/s own cost in good and tenantable repair and condition from the date of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or by-laws or change/alter or make additions in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.
- b) Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to

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PARTNER

Promoter

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Umesh Mishra

Allottee

- 12) The Promoter hereby represents and warrants to the Allottee/s as follows:
- a) The Promoter has a clear and marketable title with respect to the said land; as declared in the title report annexed to this agreement and have the requisite rights to carry out development upon the said land and also have actual, physical and legal possession of the said land for the implementation of the Project;
 - b) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out the development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
 - c) There are no encumbrances upon the said land or the Project;
 - d) There are no litigations pending before any Court of law with respect to the said land or Project;
 - e) All approvals, licenses, and permits issued by the competent authorities with respect to the Project, said land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Project, said land and said building/wing shall be obtained by following due process of law and the Promoter have been and shall at all times remain to be in compliance with all applicable laws in relation to the said Project, said land Building/wing and common areas.
 - f) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act of thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially affect;
 - g) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said land, including the said Project and the said Flat which will, in any manner, affect the rights of Allottee/s under this Agreement;

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Mangalam Infra

PARTNER

Promoter



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| remain to be in compliance with all applicable laws in relation to the said Project, said land Building/wing and common areas. |
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Poonam

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Allottee

- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said land and the building in which the Flat is situated.
- g) Pay to the Promoter within 15 (Fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
- h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottee/s for any purpose other than for the purpose for which it is sold.
- i) The Allottee/s shall not let, ~~rent~~ ^{transfer}, assign or part with interest or benefit factor of this Agreement or part with possession of the Flat until all the dues payable ~~by the Allottee/s~~ ^{to the Promoter} under this Agreement are fully paid up.
- j) The Allottee/s shall ~~observe and perform~~ ^{observe and perform} all the rules and regulations which the Society or the ~~Limited Company~~ ^{Company} may adopt at its reception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats/Shops therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- k) Till a conveyance of the structure of the building in which Flat is situated is executed in favour of, Society/Limited Society or Apex body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and

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PARTNER

Promoter

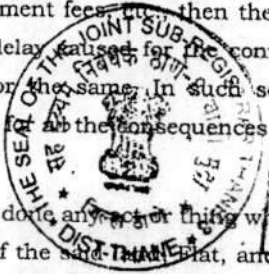
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Allottee

damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- c) To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Flat without the prior written permission of the Promoter and/or the Society or the Limited Company. If any such changes are done by the allottee/s cause any delays for the conveyance procedure or attracts any extra charges in the form of Penalties, Government fees, etc. then the Allottee/s himself will be responsible for such delay caused for the conveyance procedure and such charges incurred for the same. In such scenarios the Allottee/s would be held responsible for all the consequences.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Flat, and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.



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PARTNER

Promoter

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Umesh Mishra

Allottee

- 18) It has been made clear by the Promoter to the Allottee/s that the electric meters, as well as the water meter in the, said Proposed Buildings/Project will be in the name of the Promoter herein and the Allottee/s and /or the legal body which may be formed shall get the same transferred in their favour and the Promoter(s) will grant their No Objection as and when required.
- 19) The Promoter and the Allottee/s hereby covenant with each other that after formation of the society of the various Allottee/s, the Promoter shall be entitled to sell and dispose of the unsold premises in the said buildings/Project to any prospective buyers without payment of any transfer fee or premium and the society shall admit the buyers of the premises as may be nominated by the Promoter without payment of any transfer fee or premium or any other charges to the said Society/Condominium.
- 20) It is expressly agreed and confirmed by the Allottee/s that the terraces which are attached to the respective Flat will be in exclusive possession of the said Allottee/s of the said Flat and other Allottee/s will not in any manner object to the Promoter selling the Flat with an attached terrace with exclusive rights of the said Allottee/s to use the said terraces.
- 21) This Agreement shall always be subject to the terms and conditions of the Sale deed, and the rules and regulations if any made by the Corporation and/or the Government of Maharashtra and/or any other authority.
- 22) The charges towards stamp duty and Registration of this Agreement for sale shall be borne and paid by the Promoter only.
- 23) It is expressly agreed by and between the parties hereto that notwithstanding anything herein contained, if the Corporation charges any premium and/or any other amount for the purpose of execution of the Deed of Lease by the Corporation in respect of the said Plot and the building constructed/to be constructed thereon in favour of the co-operative society or limited company or other legal bodies or if such Deed



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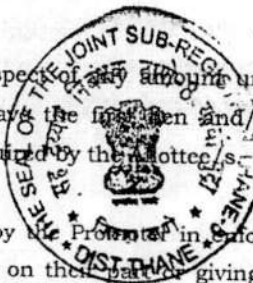
Promoter

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Allottee

examine the state and condition thereof. After the conveyance of the property the promoter and his representative agent are allowed to access the property for the purpose of carrying out the procedure to sale unsold Flats.

- 1) Not to change the position of the sliding windows provided by the Promoter in the Flat by the Flat Allottee/s and not to change the shape and size of the door frames and French doors and sliding windows section and elevation thereof in the said Flat.
- 14) The Promoter shall maintain separate account in respect of the sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the co-operative society or limited company or any other legal body to be formed or towards the outgoings, legal charges and shall utilise the amounts only for the purpose for which they have been received.
- 15) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise and/or assignment in the law of the said Flat or the said building or any part thereof. The Allottee/s shall has/have no claim save and except in respect of the said Flat hereby agreed to be sold to him/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreational spaces will remain the property of the Promoter until the said structure of the building is transferred to the society / limited company or other legal bodies as hereinbefore mentioned.
- 16) The Promoter shall in respect of any amount unpaid by the Allottee/s under this Agreement, have the first lien and/or charge on the said Premises agreed to be acquired by the Allottee/s.
- 17) Any delay or indulgence by the Promoter in enforcing the terms of this Agreement or forbearance on their part in giving extensions of time by the Promoter to the Allottee/s for payment of purchase price in installments or otherwise shall not be construed as a waiver on the part of the Promoter of any breach of this Agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Promoter.



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PARTNER

Promoter

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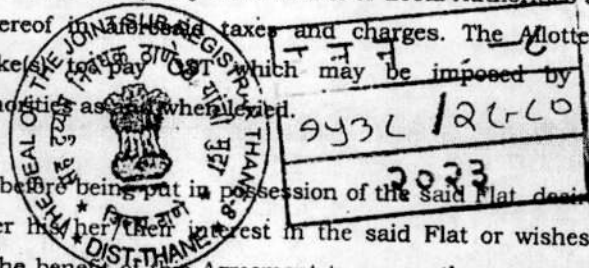
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Allottee

If the Promoter has agreed to do any additional extra work for the Allottee/s, the Allottee/s shall deposit the amount within 7 (seven) days from the date when the Promoter informs the Allottee/s the estimated cost for carrying out the said additional extra work. If the Allottee/s fail(s) to deposit the estimated cost for carrying out the said additional extra work of the Allottee/s agreed to be carried out by the Promoter, then the promoter shall not be liable to carry out the additional/extra work in the premises of the Allottee/s.

27) The Allottee/s undertake(s) to pay any Deposit, Insurance, Tax, Charges, Levies, Penalties, Cess, Service Tax, VAT Charges, GST, etc. of whatsoever nature imposed by any Government or Local Authorities and any increase thereof including taxes and charges. The Allottee/s further undertake(s) to pay GST which may be imposed by the Government authorities as when levied.

28) If the Allottee/s, before being put in possession of the said Flat desire(s) to sell or transfer his/her/their interest in the said Flat or wishes to transfer or give the benefit of this Agreement to some other person, the same shall be done only after the Allottee/s obtain(s) the prior written permission of the Promoter(s) in that behalf. In the event of the Promoter(s) granting such consent, the Allottee/s shall be liable to and shall pay to the Promoter(s) such sums as the Promoter(s) may in its absolute discretion determine by way of the transfer charges and administrative and other costs, charges, expenses pertaining to the same provided however that such transferee(s)/assignee(s) of the Allottee/s shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Allottee/s to be observed, performed and complied with. All the provisions of this Agreement shall ipso facto and automatically apply mutatis mutandis to such transferee(s)/assignee(s) also. The Allottee/s and the persons to whom the said Flat is permitted to be transferred with the written consent of the Promoter, shall observe and perform by laws and/or the rules and regulations of the co-operative society or other organization, as and when registered and the additions, alterations or amendments thereof and shall also observe and



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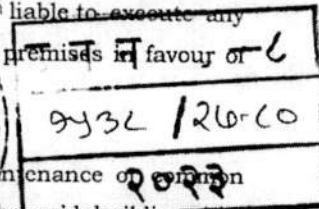
poenam
Cheshmishad

Promoter

Allottee

of Lease is already executed in the favour of the Promoter and if any premium or any other amount is required to be paid to the Corporation for the purpose of obtaining the permission for execution of the Deed of Assignment/Transfer of the said Lease by the Promoter in respect of the said Plot and the building constructed/to be constructed thereon in favour of such co-operative society or limited company or other legal bodies, then such premium amount shall be borne and paid by the Allottee/s proportionately. In order to enable such co-operative society or limited company or other legal bodies to make payment of any premium and/or any other amount that may be demanded by the Corporation as aforesaid, the Allottee/s hereby agree(s) and bind(s) himself/herself/themselves to pay such co-operative society or limited company or any other legal bodies his/her/their share in such premium and/or amount payable to the Corporation in proportion to the area of the Flat in the said building.

- 24) The Allottee/s shall at no time demand partition of his/her/their interest of their premises in the building. It is hereby agreed and declared by the parties that the interest in the said building is impartible and it is agreed by the Allottee/s that the promoter shall not be liable to execute any document for that purpose in respect of the said premises in favour of the Allottee/s.
- 25) The promoter shall not be liable to pay any maintenance or common expenses in respect of the unsold premises in the said building. The Allottee/s undertake(s) to pay in taxes, water charges, insurance, and such other levies, if any, which are imposed by the concerned local authority or Government or other public authority. The Allottee/s agree(s) and confirm(s) that the promoter shall not be liable to pay any maintenance or common expenses or outgoings in respect of the unsold Flats/Shops in the said building. The Promoter shall, however, pay the municipal tax/cess payable to the concerned authority in respect of such unsold Flats.
- 26) The promoter shall not be bound to carry out any extra additional work for the Allottee/s without there being a written acceptance by the Promoter to carry out the said additional extra work for the Allottee/s which again shall be at the sole discretion of the Promoter.



FOR MANGALAM INFRA

[Handwritten Signature]

PARTNER

Promoter

[Handwritten Signature]
Umesh Mishra

Allottee

Provided however, that the Allottee/s shall not carry out any alterations of whatsoever nature in the said Flat of wing and in specific the structure of the said unit/wing of the said building which shall include but not limited to columns, beams etc. or in fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of water, if any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect(s) caused on account of willful neglect on the part of the Promoter and shall not mean defect(s) caused by normal wear and tear and by negligent use of Flat by the occupants, vagaries of nature, etc. That it shall be the responsibility of the Allottee/s to maintain his unit in a proper manner and take all due care needed including but not limited to the joints in the tiles in his Flat are regularly filled with white Cement/epoxy to prevent water seepage. Further, where the manufacturer warranty as shown by the Promoter to the Allottee/s ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/wing. And if the annual maintenance contracts are not done/renewed by the Allottee/s the promoter shall not be responsible for any defects occurring due to the same. That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment's, fixtures sustainable and in proper working condition to continue warranty in both the Flats/Shops and the common project amenities wherever applicable. That the Allottee/s has/have been made aware and that the Allottee/s expressly agrees that the regular wear and tear of unit/building/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20° c and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall then submit a report to state the defects in materials used, in the structure built of the unit/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

FOR MANGALAM INFRA

[Signature]
PARTNER

Promoter

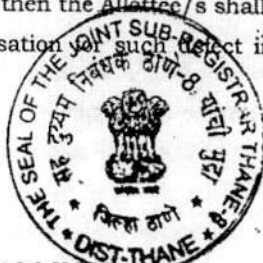
Poonam
Unestmishal

Allottee

carry out the building rules and regulations and the bye-laws for the time being of the municipal council and/or public bodies. The Allottee/s and persons to whom the said Flat is allowed to be transferred shall observe and perform all the stipulations and conditions laid down by such co-operative society or other organization, regarding the occupation and use of the said Flat and the said property and shall pay and contribute regularly and punctually towards rates, cess, taxes and/or expenses and all other outgoings.

29) a) Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the promoter herein has decided to have the name of the project "RADHE KRISHNA RESIDENCY" and building will be denoted by letters or name "RADHE KRISHNA RESIDENCY" building numbers in numerical as per sanction plan or as decided by the promoter herein on a building and at the entrance of the scheme. The Allottee/s in the said project/building/s or proposed organization are not entitled to change the aforesaid project name and remove or alter the promoter's name board in any circumstances. The name of the co-operative society or limited company or other legal bodies to be formed, may bear the same name. The name of the building, however, shall not be changed under any circumstances. This condition is an essential condition of this agreement.

b) If within a period of 5 (Five) years from the date of handing over the Flat to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flats/Shops are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defects in the manner as provided under the Act.



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FOR MANGALAM INFRA

(Handwritten signature)

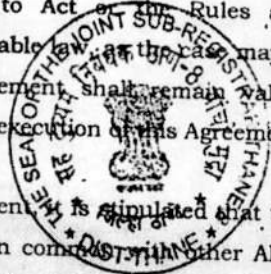
PARTNER

Poonam
Cheshmishah

Promoter

Allottee

- 34) It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.
- 35) If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, ~~at the case may be, and the remaining~~ provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement. *9432/32-60*
- 36) Wherever in this Agreement ~~is stipulated~~ that the Allottee/s has/have to make any payment, in common with other Allottee/s in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the Flat in the Project. *2023*
- 37) Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- 38) The Promoter reserves the Right to give road access to any adjacent land/project from the said Project land by 'right of way'.



~~at the case may be, and the remaining~~
9432/32-60
2023

FOR MANGALAM INFRA

[Signature]
 PARTNER

Promoter

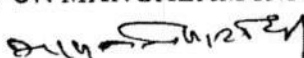
Poonam
Unmeshwari

Allottee

- 30) After the Promoter execute this Agreement for sale, they shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has\have taken or agreed to take such Flat.
- 31) Forwarding this Agreement to the Allottee/s by the promoter does not create a binding obligation on the part of the promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/s fails to execute and deliver to the Promoter this Agreement within 30 (Thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (Fifteen)days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.
- 32) This Agreement, along with its schedules and annexure, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any ~~all understandings, any other~~ agreements, allotment letter, ~~correspondence, arrangements whether~~ written or oral, if any, between the Parties in regard to the said Flats/building, as the case may be.
- 33) This Agreement may only be amended through the written consent of the Parties.



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| <p>ಇತರ ಒಪ್ಪಂದಗಳು, ಲೆಕ್ಕಪತ್ರ, ಉಪಸ್ಥಾನಗಳನ್ನು ಒಪ್ಪಂದದ ಒಂದು ಭಾಗವಾಗಿ ಪರಿಗಣಿಸಲಾಗುವುದಿಲ್ಲ.</p> <p>ಇತರ ಒಪ್ಪಂದಗಳು, ಲೆಕ್ಕಪತ್ರ, ಉಪಸ್ಥಾನಗಳನ್ನು ಒಪ್ಪಂದದ ಒಂದು ಭಾಗವಾಗಿ ಪರಿಗಣಿಸಲಾಗುವುದಿಲ್ಲ.</p> |
| <p>2436 / 3960</p> |
| <p>2023</p> |

FOR MANGALAM INFRA

 PARTNER

Promoter

Poonam
 Umeshmishra

Allottee

- 43) That in case there are Joint Allottee/s all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/s.
- 44) Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
- 45) That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Thane will have the jurisdiction for this Agreement.
- 46) Outgoings of maintenance will include local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, common area electricity bill, repairs and salaries of clerks bill collectors, sweepers, house keepings, security person, maintenance of DG & electric substation, diesel for Diesel generator, maintenance of water pump, electric shock circuit, repair of damage done by the allottee's or their members in common area of building, lift maintenance/AMC, solar water system maintenance, Intercom maintenance, stack parking maintenance, damaged light replacement, damaged pump repair or replacement, payment to service provider to carry out repair & maintenance, septic tank cleaning, chamber cleaning, UG & OH water tank cleaning, maintenance of CCTV camera of all in building and all other expenses necessary and incidental to the management and maintenance of the project and building
- 47) Dish or Antenna of setup box used for television will ~~not be~~ allowed to be installed on building ~~at~~ Thane
- 48) All the Payment should be made in the following Account.

Account Name : MANGALAM INFRA
 Bank Name : DCB Bank Ltd
 Branch : Vashi Branch
 Account No : 03022000000338
 IFSC NO : DCBL0000030

FOR MANGALAM INFRA

[Signature]

PARTNER

Promoter

*Poonam
Umeshwari*

Allottee

- 39) The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, After the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed within the limits of Thane district.
- 40) The Allottee/s and/or Promoter shall present this Agreement as well as the conveyance/assignment of the lease at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
- 41) The allottee/s will be liable to pay his/her share of property tax & local municipal taxes from the date of completion certificate/occupancy certificate of the project received from the authority.
- 42) That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D and notified Email ID at their respective addresses specified below:

PROMOTER: M/S. MANGALAM INFRA having its office at Shop No. 6, Om Residency S. No. 1/ 5/A, Shil-Diva Road, Dawale, Diva(E), Dist-Thane - 400612

Notified Email ID: mangalaminfra@gmail.com

**ALLOTTEE: Mrs. POONAM UMESH NISHAD,
Mr. UMESH RANKEWAL NISHAD**

having their address at : Room No.5 A, Shiv Sai Chawl Committee, Sanjay Nagar, Marol pipe Line, BHE, Andheri (East), Mumbai-400059

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

FOR MANGALAM INFRA

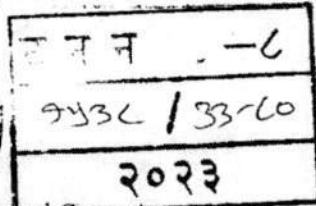
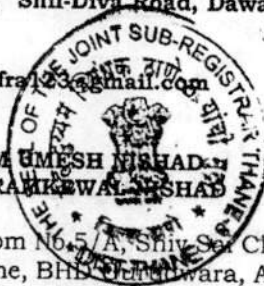
[Signature]

PARTNER

Promoter

*Poonam
Umeshnishad*

Allottee



IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed to their respective hands and seals on this day, month and year first hereinabove written.

SIGNED, SEALED & DELIVERED
By the within named "THE PROMOTER"
M/S MANGALAM INFRA
Through its PARTNERS-



MR. MAVJI GELA GANDHI

FOR MANGALAM INFRA

M. Gela Gandhi

PARTNER

SIGNED, SEALED & DELIVERED BY THE
Within named "ALLOTTEE/S"

Mrs. POONAM UMESH NISHAD *Poonam*



Mr. UMESH RAMKEWAL NISHAD

Umesh.nishad



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| त न - 6 |
| 9436 / 3810 |
| 2023 |

In the presence of.....

- 1) Ujjwala Shelam *Ujjwala*
- 2) Sushant Chavan *SC*

Promoter

Allottee

FIRST SCHEDULE**Description of the said Land**

1. All that piece and parcel of the said Land, bearing **Survey No. 4, Hissa No. 14, admeasuring 6750 meters, situated at village Dawale, Taluka and District Thane.** or thereabout and bounded as follows:

On or towards the North by: Natural Pond
 On or towards the South by : 12 meter DP Road
 On or towards the East by : Survey No. 3
 On or towards the West by : Hissa No. 10

SECOND SCHEDULE**Description of the said Flat**

Right, title, interest, and ownership of **Flat bearing No. 1202, Building A, admeasuring about 36.99 Sq. Meters Carpet Area, on the 12th Floor** project called "**RADHE KRISHNA RESIDENCY**" to be constructed on **Survey No. 4, Hissa No. 14, admeasuring 6750 meters, situated at Village Dawale, Taluka- Thane, District - Thane.**

**THIRD SCHEDULE
(LIST OF AMENITIES)**

- 1) **WALLS :**
External wall to be 6" brick work and/or Siforex Blocks with 2 coats of sand face plaster. Internal partition walls to be 4" bricks work and/or Siforex Blocks.
- 2) **FLOORING :**
24" x 24" vitrified flooring in all rooms.
12" x 12" flooring in bathroom, W.C. & Terrace.
- 3) **KITCHEN :**
Granite platform with S. S. sink and modern tiles up to Beam Level.
- 4) **WINDOWS :**
Granite frame sill in all windows.
Aluminum powder coating sliding window.
- 5) **ELECTRIFICATION :**
Sufficient electric points of concealed copper wiring with modular switches.
- 6) **PAINTING :**
Good quality paint for the external face of the building.
Good quality paint for internal walls.
- 7) **BATHROOM & W.C. :**
Glazed tiles in Bath & W.C. with modern concepts upto 6.5 ft' height.
- 8) **WATER SOURCE :**
Provision of separate overhead and underground drinking water tank with adequate capacity in each building.



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| 7 न - 6 |
| 9436 / 34-60 |
| 2023 |

FOR MANGALAM INFRA

PARTNER

Promoter

Poonam

Allottee

ANNEXURE-A

DRC No.399 (Road)
DRC No.59 (Const. Authority).

Certificate No. 5050



THANE MUNICIPAL CORPORATION, THANE

(Registration No. 3 & 24)
SANCTION OF DEVELOPMENT
COMMENCEMENT CERTIFICATE

Amended

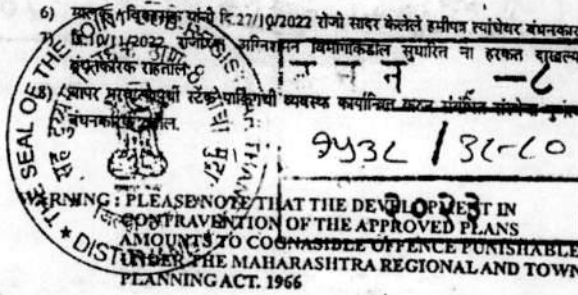
Building Wing A - Stilt + 1st to 13th Floor, Building Wing B - Stilt + 1st to 13th Floor
Building Wing C - Stilt + 1st to 13th Floor, Fitness Centre - Ground Floor, Society Office -
Ground Floor, Driver Room.

V. P. No. S11/0194/18 TMC / TDD / 4257/22 Date: 25/11/2022
To, Shri / Smt. M/s. Vinay Patil & Associates (Architect)
104, Navnath Prasad Apt., Ghantali Rd., Naupada, Thane
Shri Kaigalam Intra (Owners)

With reference to your application No. 559 dated 20/04/2022 for development permission / grant of Commencement certificate under section 45 & 69 of the Maharashtra Regional and Town Planning Act, 1966 to carry out development work and or to erect building No. _____ in village Dawale Sector No. XI Situated at Road / Street 12 mt. wide Road S. No. / C.S.T. No. / F.P. No. 4/14

The development permission / the commencement certificate is granted subject to the following conditions.

- 1) The land vacated in consequence of the enforcement of the set back line shall form Part of the public street.
- 2) No new building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission has been granted.
- 3) The development permission / Commencement Certificate shall remain valid for a period of one year Commencing from the date of its issue.
- 4) This permission does not entitle you to develop the land which does not vest in you.
- 5) यापूर्वीच्या सुधारित परवानगी / सी.सी. प्रमाणपत्र क्र. टा.म.पा. / रा.वि.वि / 3718 / 21 दिनांक 13/10/2021 मधील अटी बंधनकारक राहिल.
- 6) यापूर्वीच्या सुधारित परवानगी / सी.सी. प्रमाणपत्र क्र. टा.म.पा. / रा.वि.वि / 3718 / 21 दिनांक 13/10/2021 मधील अटी बंधनकारक राहिल.
- 7) 27/10/2022 रोजी सादर केलेले इमीग्रेशन तपासणीचे बंधनकारक राहिल.
- 8) 10/11/2022 रोजी सादर केलेले अग्निशमन विभागाकडून सुधारित ना हरफत दाखल्यामधील अटी आपणावर बंधनकारक राहिल.
- 9) आपण यापूर्वीच्या सुधारित परवानगी / सी.सी. प्रमाणपत्र क्र. टा.म.पा. / रा.वि.वि / 3718 / 21 दिनांक 13/10/2021 मधील अटी बंधनकारक राहिल.



Office No. _____
Office Stamp _____
Date _____
Issued _____

Yours Sincerely,

Municipal Corporation of
Hub City of, Thane.

P.T.O.

RECEIPT

RECEIVED of and from the within named Allottee a sum of **Rs. 3,01,000/- (Rupees Three Lakhs One Thousand Only)** as mentioned hereinabove being the part payment out of the total amount of price and/or consideration of **Rs. 34,00,000/- (Rupees Thirty Four Lakhs Only)** in respect of the Said Flat in the following manner:

| No | Cheque No. | Date | Bank Name | Amount |
|----|------------|----------------|---------------------------|-------------------|
| 1 | 000056 | 21-03-2022 | HDFC Bank, Andheri (East) | 51,000/- |
| 2 | NEFT | 21-03-2022 | HDFC Bank, Andheri (East) | 50,000/- |
| 3 | NEFT | 04-01-2023 | HDFC Bank, Andheri (East) | 2,00,000/- |
| | | TOTAL : | | 3,01,000/- |

WE SAY RECEIVED,

For **M/S. MANGALAM INFRA**
FOR MANGALAM INFRA

[Signature]

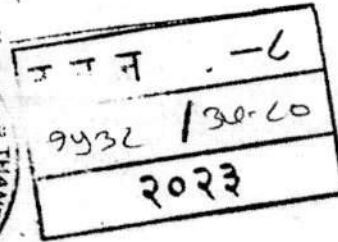
PARTNER
MR. MAVJI GELA GANDHI

(Partner)

In the presence of

1) Ujwala Shelar *[Signature]*

2) Sushant charan *[Signature]*



ANNEXTURE - B

AKSHAR CONSULTANCY

Online Services : CSC, Aaple Sarkar, G.S.T.
Registration : Online Leave & License
Property Documents, Company,
Ltd. Company, Partnership Firm,
Society, Trust, Union etc.
Documentation : Draft, Agreement,
Lease, Leave & License, Notary etc.
Advocate and Council at Panel

Shop No. 1, Tara Manek CHSL, Opp. Laxmi Narayan Mandir, Subhash Road,
Court Naka, Thane (W) - 400601. | Email : mvishnupant@yahoo.com

Vishnupant Mandir CHSL
Mob. : 9892162292
8898587150



GST
Suvidha Kendra
One Stop Destination for
GST Solutions

Dated: 14th Aug, 2019

To,
M/S. MANGALAM INFRA
6, Om Residency, Shil-Diwa Road, Davale Thane (W) 400612

Investigated Search

Searched Property:-

All that Plot of Land bearing Survey No. 4,
Hissa No. 14, admeasuring 0-67-0 H.R.P.
lying, being and situated at Revenue
Village Dawale, Taluka & District Thane
within the limits of Thane Municipal
Corporation and within the Registration
District and Sub-District Thane;

As per 7/12 Extract Details of Property (Owner/s & other right):-

No. 4 Hissa No. 14 is owned by M/s.

Mangalam Infra, the Partnership
Firm.

9532/8000

2022

Respected Sir,

Under your kind control instructions & regards I have taken
centralized on line search for Thane Registration Offices for the period from
2008 to 2019 (12 years) after paying a Search Fees of Rs. 100/- under
Receipt No. 13957, Dtd. 14/08/2019 through eChallan No.
MH005204907201920P & MH005209729201920P, Dtd. 14.08.2019 for
Search of property bearing Survey No. 4, Hissa No. 14 of Village Dawale,
Tal. & Dist. Thane vide Application No. 3149/2019, Dt. 14/08/2019 on
obtaining 7/12, 6 & 8 extracts, the details pointed out as under;

For M/s. AKSHAR CONSULTANCY

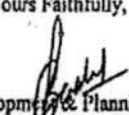
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Pragatkar

- 9) वापर परधान्यापूर्वी स्ट्रॉम वॉटर ड्रेनचा संबंधित विभागाचा काम पूर्णत्वाचा दाखला व नकाशे सादर करणे बंधनकारक राहिल.
- 10) वापर परधान्यापूर्वी विनियम क्र. 13.5 नुसार Solid Waste Management System कार्यान्वित करणे बंधनकारक राहिल.
- 11) वापर परधान्यापूर्वी विनियम क्र. 13.5 नुसार Grey Water Recycling Plant कार्यान्वित करणे बंधनकारक राहिल.

रहायश-11-1
 "मैत्रुवत वास्तव्यासाठी आवश्यक व कार्ये तसेच
 विकास विभागाच्या विभागातील कामे, आवश्यक त्या
 परधान्यापूर्वी विनियम क्र. 13.5 नुसार, शिवाय
 परधान्यापूर्वी विनियम क्र. 13.5 नुसार अधिनियम क्र. 49
 अनुसार आवश्यक मुदत 30 दि. म्यारगट्टी कायदा
 क्र. 24 च्या अटी व शर्तीचा अंतर्गत घेऊन घेतला"

Yours Faithfully,


 Town Development & Planning Officer
 Town Development Department
 Municipal Corporation of
 the city of Thane.



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| २०२३ |

- M.E. No. 1650

Entry taken on 24th June, 2011; For record the names of heirs to properties bearing S.No. 4/14, 8/7, 62/2, 74/5, 210/1 on death of account holder Late Allisaheb Amirmiya Patel, died on 18.11.1947 and the names of 5 heirs viz. 1. Abdul Kadir Ali-Son, 2. Ibrahim Allisaheb-Son, 3. Amina Ambiya Gujar-Daughter, 4. Hafiza Bashir Patel-Daughter, 5. Maimuna Hasanmiya Pawale-Daughter, the lawful heirs. But as per M.E. No. 262 Dtd. 03.05.1948 the names of No. 1 and 2 only are recorded to the said properties and the entry is taken for recording the name of daughters nos. 3 to 5. As well as in M.E. No. 1017 the heirs of late Ibrahim Allisaheb Patel are already recorded. Entry taken according to application, affidavit and as per M.E. No. 1017 of village Dawale.

- M.E. No. 2120

Entry taken on 25th May, 2015; According to rights in land bearing S.No. 4/14, 8/7, 62/2, 74/5, 210/1 an appeal no. RTS-55/14 was filed by Mr. Abdul Kadir Alimiya Patel and 8 other against Smt. Amina Amiya Gujar and 6 other in the Court of Sub-Divisional Officer, Thane. The appeal is decided as below; 1. The Mutation Entries bearing No. 2000 and 1650 of the properties has been cancelled as per orders in the appeal submitted by applicant for properties bearing S.No. 4/14 admn. 0-67-5 H., S.No. 8/7, admn. 0-02-0 H. S.No. 62/2 admn. 0-36-9 H. S.No. 74/5 admn. 0-11-4 H. S.No. 210/1 admn. 0-11-0 H. has been cancelled and the previous position will be restored. M.E. taken in accordance with the Order, Dtd. 06.04.2015 of Sub-Divisional Officer, Thane in RTS appeal No. 55/14.



म न न - 6
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- M.E. No. 2203

Not available

.. 4 ..
For M/s. AKSHAR CONSULTANCY

Proprietor

Mutation Entries:-

1) Survey No. 4/14 : 98, 262, 500, 818, 1344, 1650, 2120, 2203, 2244, 2414

Major Mutation Entries out of said M.E. Pointed out in short as below:

- M.E. No. 98 Entry taken on 31st July, 1932; Alli Saheb Amirmiya Patel had purchased land bearing S.No. 4/14 from Surendrarao Rajendrarao Sav for a consideration of Rs. 300/- by virtue of Document Dtd. 2.6.32.
- M.E. No. 262 Entry taken on 3rd May, 1948; Entry taken for recording the heirs of Alli Saheb Amirmiya Patel after his death on 18.11.1947 and recorded the heirs viz. Son-Abdul Kadir Allisaheb, aged 14 yrs. and Son-Ibrahim Allisaheb aged 6 yrs., guardian Saybinbai Amirmiya on death to the total 10 properties.
- M.E. No. 500 Entry taken on 1st May, 1955; According to statement given by Abdull Kadir Allimiya Patil for deletion of name as per self statement for the properties bearing S.No. 4/14 and 5/3 favouring Ibrahim Allisaheb guardian Saybinbi Allimiya.
- M.E. No. 818 Mutated for implementation of Metric system.
- M.E. No. 1344 Entry taken on 9th May, 2005; Entry taken to record the names of heirs 1. Salma Ibrahim Patel-Wife, 2. Yasin Ibrahim Patel-Son, 3. Iliyas Ibrahim Patel-Son, 4. Nasrin Ibrahim Patel-Daughter, 5. Sajida Ibrahim Patel-Daughter, 6. Atik Ibrahim Patel-Son, 7. Imtiyaj Ibrahim Patel-Son, 8. Majida Ibrahim Patel-Daughter, Salma Ibrahim Patel is a natural guardian to minors no 6 to 8 on death of account holder Ibrahim Allisaheb Patel for the total 12 properties shown in the Mutation according to application, death certificate and Mutation Entry NO. 1299 of village Dawale.



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14/08/2019

Note:-Generated Through eSearch
Module,For original report please
contact concern SRO office.

सूची क्र.2

दुय्यम निबंधक : दु.नि. ठाणे 1

दस्त क्रमांक : 12936/2018

नोदणी :

Regn:63m

गावाचे नाव : 1) डावले

| | |
|---|-----------|
| (1)विलेखाचा प्रकार | खरेदीखत |
| (2)मोबदला | 128250000 |
| (3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे) | 56680700 |
| (4) भू.मापन,पोटहिस्सा व धरक्रमांक(असल्यास) | |

(5) क्षेत्रफळ

(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 पत्ता.

1) पालिकेचे नाव:ठाणे म.न.पा.इतर वर्णन : इतर माहिती: मौजे-डावले,ता.जि. ठाणे येथील सर्वे नं. 4 हिस्सा नं. 14 जमिनीचे क्षेत्रफळ 0हे-67आर-5प्रती म्हणजेच अंदाजे 67.5 गुठे जमिनीचे खरेदीखत (Survey Number : सर्वे नं. 4 हिस्सा नं. 14 ;))

1) 6829 चौ.मी

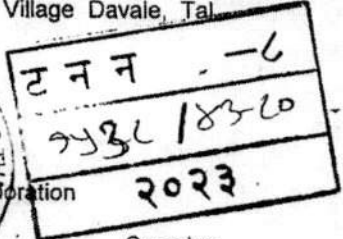
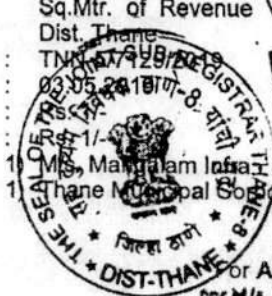
- 1): नाव:-अब्दुल कादिर अली (अली मिया) पटेल - वय:-79; पत्ता:-प्लॉट नं. 8, माळा नं. 8, इमारतीचे नाव: कादीर पटेल हाऊस, ब्लॉक नं. जुना मुंबई पुणे रस्ता, रोड नं: भारत गियर कंपनी, मुंब्रा, जि. ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-400612 पॅन नं:-
- 2): नाव:-सलीम अब्दुल कादीर पटेल - वय:-56; पत्ता:-प्लॉट नं. 8, माळा नं. 8, इमारतीचे नाव: कादीर पटेल हाऊस, ब्लॉक नं: जुना मुंबई पुणे रस्ता, रोड नं: भारत गियर कंपनी, मुंब्रा, जि. ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-400612 पॅन नं:-BPMPP9097N
- 3): नाव:-अस्लम अब्दुल कादीर पटेल - वय:-49; पत्ता:-प्लॉट नं. 8, माळा नं. 8, इमारतीचे नाव: कादीर पटेल हाऊस, ब्लॉक नं: जुना मुंबई पुणे रस्ता, रोड नं: भारत गियर कंपनी, मुंब्रा, जि. ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-400612 पॅन नं:-CHAPP3034L
- 4): नाव:-नईम अब्दुल कादीर पटेल - वय:-46; पत्ता:-प्लॉट नं. 8, माळा नं. 8, इमारतीचे नाव: कादीर पटेल हाऊस, ब्लॉक नं: जुना मुंबई पुणे रस्ता, रोड नं: भारत गियर कंपनी, मुंब्रा, जि. ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-400612 पॅन नं:-AZHPP0952A
- 5): नाव:-सलमा इब्राहिम पटेल - वय:-40; पत्ता:-प्लॉट नं. 8, माळा नं. 8, इमारतीचे नाव: सलमा बिल्डींग, ब्लॉक नं: विरनी पेट्रोलपंप जवळ, रोड नं: कौसा-मुंब्रा, जि. ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-400612 पॅन नं:-
- 6): नाव:-यासिन इब्राहिम पटेल - वय:-43; पत्ता:-प्लॉट नं. 8, माळा नं. 8, इमारतीचे नाव: सलमा बिल्डींग, ब्लॉक नं: विरनी पेट्रोलपंप जवळ, रोड नं: कौसा-मुंब्रा, जि. ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-400612 पॅन नं:-
- 7): नाव:-इल्हास इब्राहिम पटेल - वय:-40; पत्ता:-प्लॉट नं. 8, माळा नं. 8, इमारतीचे नाव: सलमा बिल्डींग, ब्लॉक नं: विरनी पेट्रोलपंप जवळ, रोड नं: कौसा-मुंब्रा, जि. ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-400612 पॅन नं:-
- 8): नाव:-नसरीन इब्राहिम पटेल - वय:-32; पत्ता:-प्लॉट नं. 8, माळा नं. 8, इमारतीचे नाव: सलमा बिल्डींग, ब्लॉक नं: विरनी पेट्रोलपंप जवळ, रोड नं: कौसा-मुंब्रा, जि. ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-400612 पॅन नं:-
- 9): नाव:-साजिदा इब्राहिम पटेल - वय:-30; पत्ता:-प्लॉट नं. 8, माळा नं. 8, इमारतीचे नाव: सलमा बिल्डींग, ब्लॉक नं: विरनी पेट्रोलपंप जवळ, रोड नं: कौसा-मुंब्रा, जि. ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-400612 पॅन नं:-
- 10): नाव:-अतीक इब्राहिम पटेल - वय:-29; पत्ता:-प्लॉट नं. 8, माळा नं. 8, इमारतीचे नाव: सलमा बिल्डींग, ब्लॉक नं: विरनी पेट्रोलपंप जवळ, रोड नं: कौसा-मुंब्रा, जि. ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-400612 पॅन नं:-
- 11): नाव:-इम्तियाज इब्राहिम पटेल - वय:-27; पत्ता:-प्लॉट नं. 8, माळा नं. 8, इमारतीचे नाव: सलमा बिल्डींग, ब्लॉक नं: विरनी पेट्रोलपंप जवळ, रोड नं: कौसा-मुंब्रा, जि. ठाणे, महाराष्ट्र, ठाणे.

- M.E. No. 2244 Not available
- M.E. No. 2414 Entry taken on 14th Sep, 2018; On transaction of said Land bearing 4, Hissa No. 14, admeasuring 0-67-0 H.R.P. from Sellers- Mr. Abdul Kadir Ali Saheb and others by the Buyer- **M/s. Mangalam Infra** for the valuable consideration as per Conveyance Deed, Registered with the Sub-Registrar, Thane under Sr.No. TNN-1/12936/2018 on 30.08.2018.

| YEAR | TRANSACTION | REGD. NO. |
|--------------|-----------------|------------------|
| 2008 To 2017 | Nil | Nil |
| 2018 | Conveyance Deed | TNN-1/12936/2018 |
| 2019 | Transfer Deed | TNN-5/7129/2019 |

Particulars in brief of above Transactions

- 1) Document Type : Conveyance Deed
Property : Plot of Land bearing Survey No. 4, Hissa No. 14, Admeasuring 0-67-5 H.R.P. of Revenue Village Davale, Tal. Dist. Thane.
Registration Number : TNN-1/12936/2018
Date of Registration : 30.08.2018
Consideration : Rs. 128,250,000/-
Market Value : Rs. 56,680,700/-
Seller : 1) Abdul Kadir Ali (Ali Miya) Patel and 11 Others
Purchaser : 1) M/s. Mangalam Infra
- 2) Document Type : Transfer Deed
Property : Transfer of affected area under reservation of 12 M wide D.P. Road of Plot bearing Survey No. 4, Hissa No. 14, admeasuring 33.25 Sq.Mtr. out of total area 6750 Sq.Mtr. of Revenue Village Davale, Tal. Dist. Thane.
Registration Number : TNN-5/7129/2019
Date of Registration : 03.05.2019
Consideration : Rs. 1/-
Market Value : Rs. 1/-
Transferor : M/s. Mangalam Infra
Transferee : Thane Municipal Corporation



Searcher
for Akshar Consultancy
for M/s. AKSHAR CONSULTANCY
Prop. Vishnupant M. Mahamune

ANNEXURE-B

Res: Shaligram House,
3rd Floor,
Opp. Old TMC Office,
Old Station Road,
Thane - 400 601.

AMIT A. SHALIGRAM
B.A.L.L.B., Advocate High Court
Mob: 9821661472 / 9821623797
Ph. No. : 28364242
Fax : 28362993

Off: 1st Floor,
Divekar Building,
Near A-1 Furniture,
Old Station Road,
Thane - 400 601.

E-mail: shaligramamit@hotmail.com; advocateshaligram@gmail.com; shaligramamit@yahoo.com

Date: 16th October 2018

TO WHOSOEVER IT MAY CONCERN

TITLE CERTIFICATE

1. Name of the Owners:-

- Mr. Manji Gela Gandhi, Age 43 years, PAN No. AATPO7069C,
- Mr. Madava Gela Gandhi, Age 49 years, PAN No. AFRPG0750R,
- Mr. Milind Madhakar Kambhe, Age 44 years, PAN No. ANKPK4455E,

All Agriculturist, being the partners of M/s. Mangalam Infra, a Partnership Firm having its registered office at Shop No.4, Om Residency, S. No. 1/5 (A), 5D and 6, Devle village, Shil Diva Road, District Thane-400612 (All 'a' to 'c' above hereinafter referred to as the Owners)

2. Description of Property:-

Land / immovable property bearing Survey No. 4, Hissa No. 14, admeasuring 0-67-5 H.R.P equivalent to 67.5 guntas approximately, (an agricultural land), lying, being and situate at village Devle, Taluka and District Thane, within the limits of Thane Municipal Corporation, Registration District Thane (hereinafter called "The Said Land").

a) The following persons viz:

- Abdul Kadir Ali (Alimiy) Patel
- Safim Abdul Kadir Patel,
- Aslam Abdul Kadir Patel,
- Naseem Abdul Kadir Patel,
- Sahna Ibrahim Patel,
- Yasin Ibrahim Patel,
- Niyas Ibrahim Patel,
- Nasrin Ibrahim Patel,
- Sajida Ibrahim Patel,
- Atik Ibrahim Patel,
- Imtiyaz Ibrahim Patel,
- Majida Ibrahim Patel

alias Majida Jumeid Jalgaonkar,

(all (i) to (xii) above (hereinafter referred to as the original owners) were well and sufficiently entitled to the land bearing Survey No. 4, Hissa No. 14, admeasuring 0-67,5 H.R.P equivalent to 67.5 guntas approximately, lying, being and situate at village Devle, Taluka and District Thane, within the limits of Thane Municipal Corporation, Registration District Thane (hereinafter called "The Said Land"). The said original owners have undivided share, right, title and interest in the said land.

Page 1 of 5

Please Note : Correspondence at Residence Address Only



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| 9536 / 8E70 |
| 2023 |

पिन कोड:-400612 पॅन नं:-

12): नाव:-माजिदा इब्राहीम पटेल उर्फ माजिद जुनेद जळगावकर -- वय:-24; पत्ता:-प्लॉट नं: चाळ नं. 8, माळा नं: -, इमारतीचे नाव: सलमा बिल्डींग, ब्लॉक नं: विरनी पेट्रोलपंप जवळ, रोड नं: कोसा-मुंब्रा, जि. ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-400612 पॅन नं:-ASIPJ2529D

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

1): नाव:-मे. मंगलम इन्फ्रा तर्फे भागीदार मावजी गेला गांधी -- वय:-43; पत्ता:-शॉप नं. 6, -, ओम रेसिडेन्सी, शिळ दिवा रोड, डावले, ता.जि. ठाणे, डावळे, MAHARASHTRA, THANE, Non-Government. पिन कोड:-400612 पॅन नं:-ABIFM4345F

2): नाव:-मे. मंगलम इन्फ्रा तर्फे भागीदार मादेवा गेला गांधी -- वय:-40; पत्ता:-प्लॉट नं: शॉप नं. 6, माळा नं: -, इमारतीचे नाव: ओम रेसिडेन्सी, ब्लॉक नं: शिळ दिवा रोड, रोड नं: डावले, ता.जि. ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-400612 पॅन नं:-ABIFM4345F

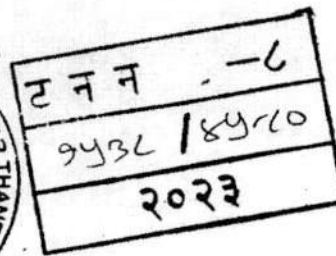
3): नाव:-मे. मंगलम इन्फ्रा तर्फे भागीदार मिलींद मधुकर कांबळे -- वय:-44; पत्ता:-प्लॉट नं: शॉप नं. 6, माळा नं: -, इमारतीचे नाव: ओम रेसिडेन्सी, ब्लॉक नं: शिळ दिवा रोड, रोड नं: डावले, ता.जि. ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-400612 पॅन नं:-ABIFM4345F

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| (9) दस्तऐवज करून दिल्याचा दिनांक | 30/08/2018 |
| (10)दस्त नोंदणी केल्याचा दिनांक | 30/08/2018 |
| (11)अनुक्रमांक,खंड व पृष्ठ | 12936/2018 |
| (12)बाजारभावाप्रमाणे मुद्रांक शुल्क | 7695000 |
| (13)बाजारभावाप्रमाणे नोंदणी शुल्क | 30000 |
| (14)शेरा | |

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-:

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



Res: Shaligram House,
3rd Floor,
Opp. Old TMC Office,
Old Station Road,
Thane - 400 601.

AMIT A. SHALIGRAM
BALLB, Advocate High Court
Mob: 987001472 / 9820033787
Ph. No.: 23264342
Fax : 28362083

Off: 1st Floor,
Divekar Building,
Near A-1 furniture,
Old Station Road,
Thane - 400 601.

E-mail: shaligramamit@hotmail.com; advocateshaligram@gmail.com; shaligramamit@yahoo.com

- f) Thereafter some of the original owners had preferred an Application bearing S. R. No. 18 of 2014 under section 150(4) of the Maharashtra Land Revenue Code before the Tahsildar, Thane challenging the said Mutation Entries referred herein above. Vide its Order dated 17th November 2014 the Tahsildar, Thane was pleased to allow the said Application under section 150(4) of the Maharashtra Land Revenue Code and cancel the Mutation Entry No. 2007 dated 21st January 2014.
- g) The original owners yet again filed a R.T.S Appeal bearing No. 55/2014 before the Sub-Divisional Officer Thane for cancellation of Mutation Entries bearing Nos. 1650 and 2007. The Sub-Divisional Officer Thane, vide Order dated 6th April 2015 was pleased to allow the said Appeal thereby cancelling both the Mutation Entries bearing Nos. 1650 and 2007.
- h) Thereafter said Zainuddin Hasan Pawle, Sultana Abdul Patel, Sayoeda Mushtaq Mukri, Swaleha Jaleel Burhan and Alia Saleemuddin Shaik preferred an Appeal bearing No. 229/2015 before the Sub-Divisional Officer, Thane against the Order dated 17th November 2014 passed by the Tahsildar, Thane. The Sub-Divisional Officer, Thane was pleased to dismiss the said Appeal vide Order dated 17th April 2015 further confirming the Order dated 17th November 2014 passed by Tahsildar, Thane whereby Mutation Entry No. 2007 was cancelled.
- i) Thereafter said Zainuddin Hasan Pawle, Sultana Abdul Patel, Sayoeda Mushtaq Mukri, Swaleha Jaleel Burhan and Alia Saleemuddin Shaik preferred yet another Appeal bearing No. 74/2015 before the Deputy Collector, Thane against the Order dated 6th April 2015 passed by Sub-Divisional Officer Thane. The Deputy Collector, Thane was pleased to dismiss the said Appeal vide Order dated 17th February 2018 further confirming the Order dated 6th April 2015 passed by Sub-Divisional Officer, Thane whereby Mutation Entries bearing Nos. 1650 and 2007 were cancelled.
- j) Thereafter said Zainuddin Hasan Pawle, Sultana Abdul Patel, Sayoeda Mushtaq Mukri, Swaleha Jaleel Burhan and Alia Saleemuddin Shaik preferred another appeal bearing No. 90 of 2011 before the Deputy Collector, Thane against the Order dated 17th April 2015 passed by the Sub-Divisional Officer, Thane. The Deputy Collector, Thane was pleased to dismiss the said Appeal vide Order dated 17th February 2018 further confirming the Orders dated 17th April 2015 passed by Sub-Divisional Officer, Thane whereby Mutation Entry bearing No. 2007 was cancelled.
- k) In view of the above mentioned facts and circumstances the original owners become the absolute Owners of the said land and were in actual and physical possession of the said land as co-owners thereof each having their undivided share, right, title and interest in the said land having full right and authority to sell, convey, transfer and assign all their undivided share, right, title and interest with respect to the said land to any party/s and/or person/s they desire.

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- b) The said land was originally purchased by Alishah Amirliya Patel from Surendran Rajendran Sav by virtue of Sale Deed dated 2nd June 1932 for a consideration of Rs. 300/- Upon the purchase of the said land Alishah Amirliya Patel became the sole and absolute Owner and/or well and sufficiently entitled to the said land. Accordingly the name of Alishah Amirliya Patel was mutated in the Revenue Records of the said land vide Mutation Entry No. 98 dated 31st July 1932.
- c) Thereafter as per the Revenue records the said Alishah Amirliya Patel died intestate on 18th November 1947 leaving behind his sons viz. Abdul Kadir Ali (Alimiya) Patel (Vendor No. 1) and one Ibrahim Alishah Patel as his only legal heirs as his successors in title to the said land. Accordingly upon the death of Alishah Amirliya Patel the names of the Abdul Kadir Ali (Alimiya) Patel (original owner No. 1) and Ibrahim Alishah Patel came to be mutated in the record of rights column of the 7/12 extract of the said land vide Mutation Entry No. 262 dated 3rd May 1948.
- d) Thereafter the said Ibrahim Alishah Patel died on 1st August 2001 leaving behind his widow, sons and daughters viz. Salma Ibrahim Patel, Yasin Ibrahim Patel, Hiyaz Ibrahim Patel, Nasrin Ibrahim Patel, Sajida Ibrahim Patel, Atik Ibrahim Patel, Imtiyaz Ibrahim Patel and Majida Ibrahim Patel (original owners Nos. 5 to 12 respectively) as his only legal heirs having full right and authority to inherit the undivided share, right, title and interest of Ibrahim Alishah Patel in the said land. Accordingly upon the death of Ibrahim Alishah Patel the names of Salma Ibrahim Patel, Yasin Ibrahim Patel, Hiyaz Ibrahim Patel, Nasrin Ibrahim Patel, Sajida Ibrahim Patel, Atik Ibrahim Patel, Imtiyaz Ibrahim Patel and Majida Ibrahim Patel (original owners Nos. 5 to 12 respectively) came to be mutated in the record of rights column of the 7/12 extract of the said land vide Mutation Entry No. 1344 dated 9th May 2005.
- e) In the year 2011 one Amina Amibya Gujar, Hafiza Bashir Patel and Maimuna Hasanmiya Pawale made an application before the concerned Talhathi to mutate their names in record of rights column of the 7/12 extract of the said land by representing to be the daughters of deceased Alishah Amirliya Patel. Upon the said representation the names of Amina Amibya Gujar, Hafiza Bashir Patel and Maimuna Hasanmiya Pawale came to be mutated in the record of rights column of the 7/12 extract of the said land vide Mutation Entry No. 1650 dated 24th June 2011. Thereafter upon the death of Maimuna Hasanmiya Pawale the names of her legal heirs viz. Zainuddin Hasan Pawla, Sultana Abdul Patel, Sayeeda Mushtaq Mukri, Swaleha Jaleel Burhan and Alia Saleenuddin Shaik were mutated in the record of rights column of the 7/12 extract of the said land vide Mutation Entry No. 2007 dated 21st January 2014.



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Please Note: Correspondence to be sent to the Resident, Thane District Office.

Res: Shaligram House,
3rd Floor,
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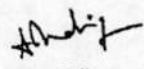
owners). I have gone through the said documents and title deeds and on the basis of the same I have narrated hereinafter the History of Title of the said land.

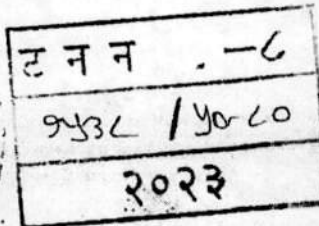
7. The said original owners also instructed Shri. Tejas R. Tipre (Advocate) to issue a Public Notice on their behalf in daily Koutan Sakal dated 12th June 2018 and The Afternoon News paper in the edition dated 8th June 2018 to invite any objections from the third parties with respect to the title of the said land within 15 days from then. As on today neither the said original owners nor Shri. Tejas R. Tipre (Advocate) have received any objections from any person whatsoever in that behalf.

8. I have also perused the certified copy of the latest 7/12 extract dated 9th October 2018 with respect to the said land. The name of/s. Mangalam Infra, a Partnership Firm through its partners Mr. Mavji Gela Gandhi, Mr. Madava Gela Gandhi, Mr. Milind Madhukar Kamble are entered into the record of rights of the said Land as Holders thereof vide Mutation Entry No.2414 dated 14th September 2018, certified copy whereof is also perused to me.

9. On the basis of the observations aforesaid and replying upon the Certified Copies of the orders of different Revenue Courts mentioned above referred documents and also the original Sale Deed dated 30th August 2018 along with its annexure as well as the original power of attorney dated 30th August 2018, the search report, TILR Plan, Public Notice and the 7/12 extracts and Mutation Entries and other relevant documents produced to me, in my opinion the said Mr. Mavji Gela Gandhi, Mr. Madava Gela Gandhi and Mr. Milind Madhukar Kamble, all Agriculturist, being the partners of M/s. Mangalam Infra, are the lawful owners of the said land having full power and absolute authority to develop the said land in accordance with the Development Control Rules of the Thane Municipal Corporation and/or sell and/or to deal with the same or any part thereof as the rightful owners thereof.

Thane dated 16th October 2018


Amit A. Shaligram



Page 5 of 5

Please Note : Correspondence at Residence Address Only

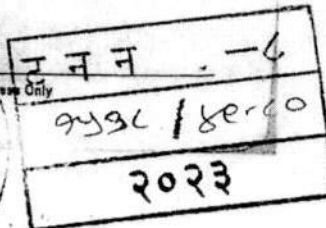
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Old Station Road,
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AMIT A. SHALIGRAM
B.A.L.R., Advocate High Court
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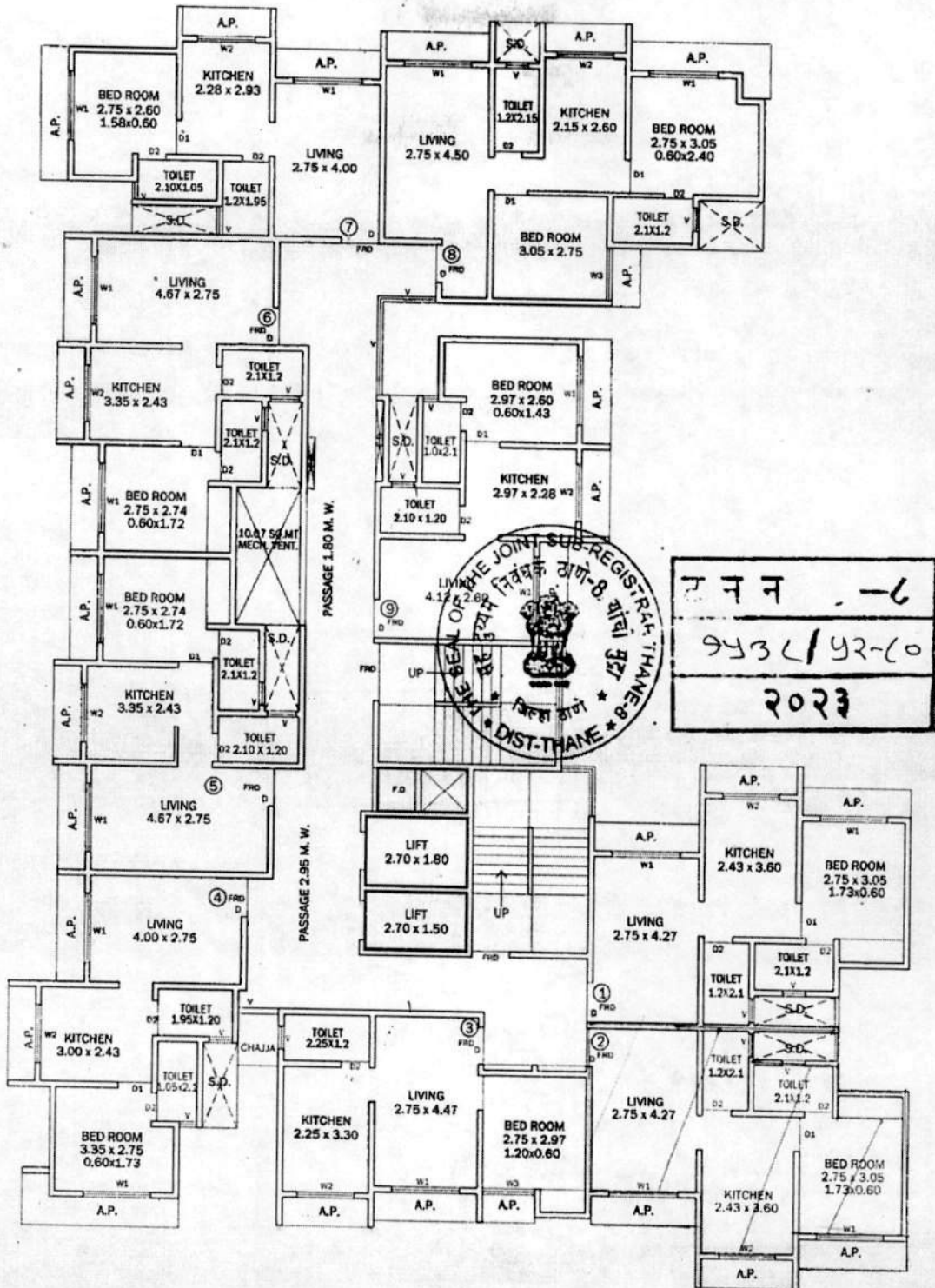
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Near A-1 Furniture,
Old Station Road,
Thane - 400 601.

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- 1) The original owners were desirous of selling their undivided share, right, title and interest of all kinds with respect to the said land to a prospective Purchaser and hence they after several meetings and negotiations decided to sell, convey, transfer and assign all their undivided share, right, title and interest in the said land to the Owners.
- 2) Accordingly the original owners executed in favor of the owners, a Sale Deed dated 30th August 2018 duly registered in the office of the Sub-Registrar of Assurances Thane at Sr. No. TNN/1/12936/2018 dated 30th August 2018. Along with the said Sale Deed dated 30th August 2018 the original owners executed in favor of the owners Possession Letter dated 30th August 2018 thereby handing over the vacant, peaceful and actual possession of the said land. The original owners also executed a separate power of attorney dated 30th August 2018 duly registered in the office of the Sub-Registrar of Assurances Thane at Sr. No. TNN/1/12937/2018 dated 30th August 2018 in pursuance to the said Sale Deed dated 30th August 2018.
3. I have also peruse the certified copy of the 7/12 extracts of the said land issued under the seal and signature of the Talathi Shil Thane dated 6th July 2018 in favour of the original owners. On perusal of the same it is seen that the names of the original owners reflected in the occupancy rights of the said 7/12 extracts. I have also perused the certified copies of the relevant mutation entries and Village Form VIII A with respect to the said land. On perusal of the same it can be confirmed that the said original owners had full right and authority to sell, convey, transfer and assign all their undivided share, right, title and interest in the said land.
4. The said original owners also instructed V.M. Mahamune of Akshar Consultancy (Search Clerk) to take detailed search of the said land for the last 30 years. Under the said instructions the said V.M. Mahamune of Akshar Consultancy (Search Clerk) did the needful and submitted his search report dated 6th June 2018. The said search report along with receipt thereof is perused to me.
5. The said original owners also made an application to TILR for survey of the said land. Accordingly the office of the TILR conducted and concluded the survey of the said land on 17th May 2018 and submitted a TILR plan dated 31st May 2018. The said TILR plan dated 31st May 2018 along with receipt is perused by me and it was revealed from the said plan that the total area of the said land was 67.5 guntas and the same was conveyed/sold by the original owners to the owners under the sale deed dated 30th August 2018.
6. I have perused the Certified Copies of the orders of different Revenue Courts mentioned above and also the original Sale Deed dated 30th August 2018 along with its annexure as well as the original power of attorney dated 30th August 2018 which were supplied to me by my client (the said



ANNEXURE - D



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1ST-7TH, 9TH - 12TH FLOOR PLAN (BLDG. A)
 SCALE 1 : 100

A-1202

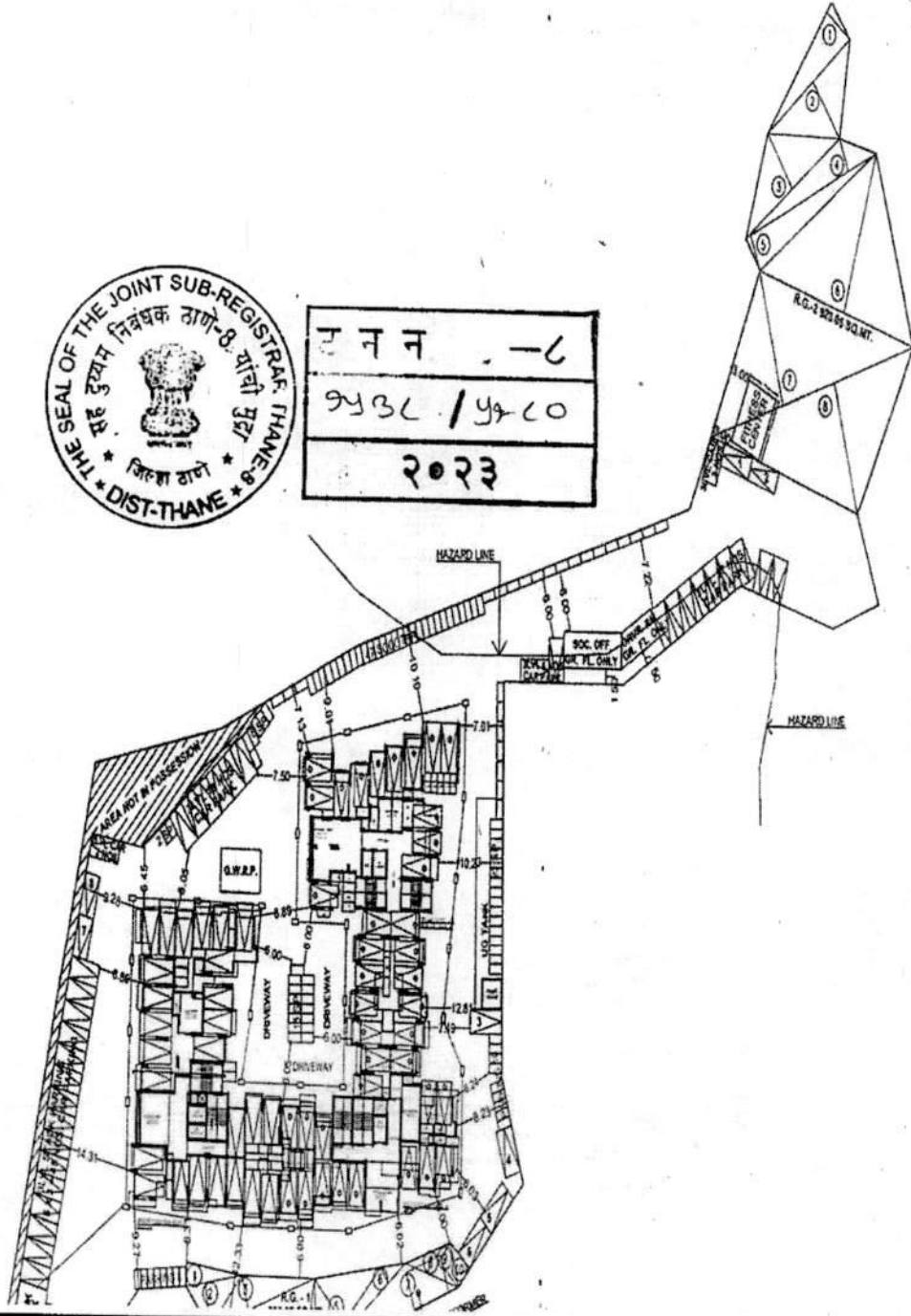
FOR MANGALAM INFRA
(Signature)
PARTNER

Pooram
Umashishal

ANNEXURE-C



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ANNEXTURE-E



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

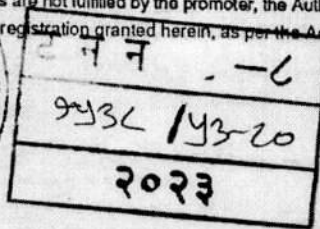
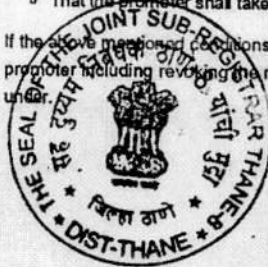
[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number : P51700022023

Project: **RADHE KRISHNA RESIDENCE** / Plot Bearing / CTS / Survey / Final Plot No.: Survey No -4 Hissa No -14 at Thane (M Corp.), Thane, Thane, 400612;

1. Mangalam Infra having its registered office / principal place of business at Tehsil: Thane, District: Thane, Pin: 400612.
2. This registration is granted subject to the following conditions, namely:-
 - o The promoter shall enter into an agreement for sale with the allottees;
 - o The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - o The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
OR
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
 - o The Registration shall be valid for a period commencing from 25/08/2019 and ending with 31/12/2023 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - o The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - o That the promoter shall take all the pending approvals from the competent authorities

3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



Signature valid
Digitally Signed by
Dr. Vasanti Premchand Prabhur
(Secretary, MahaRERA)
Date: 8/25/2019 10:01:51 PM

Dated: 25/08/2019
Place: Mumbai

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