

529/2024

Saturday, February 01, 2025

5:08 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39M

Regn.: 39M

पावती क्र.: 2188

दिनांक: 01/02/2025

गावाचे नाव: वहाळ

दस्तऐवजाचा अनुक्रमांक: पवल5-2024-2025

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: प्रजा भास्कर काळे -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1400.00

पृष्ठांची संख्या: 70

एकूण:

रु. 31400.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

5:26 PM ह्या वेळेस मिळेल.

Prade
Joint Sub Registrar Panvel 5

वाजार मुल्य: रु.2563815.24 /-

मोबदला रु.3800000/-

भरलेले मुद्रांक शुल्क : रु. 228000/-

सह दुय्यम निबंधक वर्ग-२,
(पनवेल-५)

1) देयकाचा प्रकार: DHC रक्कम: रु.1400/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0225016902933 दिनांक: 01/02/2025

बँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH015431159202425E दिनांक: 01/02/2025

बँकेचे नाव व पत्ता:

पक्षकाराची स्वाक्षरी
Prade
मुख्यदस्तावेज परत मिळाला.

Prade लिपिक
सह दुय्यम निबंधक, पनवेल ५.(वर्ग-२)

पो श्री / श्रीम.

हा मुळ दस्तऐवज

परत नेण्यासाठी श्री / श्रीमता

पाना प्राधिकृत करत आहे. तरी सदर दस्तऐवज
त्यांचेकडे देण्यात यावा ही विनंती

Prabh
सही



01/02/2025

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.पनवेल 5

दस्त क्रमांक : 2024/2025

नोंदणी :

Regn:63m

गावाचे नाव : वहाळ

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	3800000
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	2563815.24
(4) भू-मापन, पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव: रायगड इतर वर्णन : , इतर माहिती: विभाग क्र 6, दर 56700/-प्रती चौ. मी., सदनिका क्र 601, सहावा मजला, " सफल रेसीडेन्सी " भूखंड क्र 396, सेक्टर क्र 24, पुष्पकनगर वहाळ, ता. पनवेल, जि. रायगड. क्षेत्रफळ 25.37 चौ. मी. कारपेट + 8.22 चौ मी एनक्लोज बाल्कनी एरिया + 3.02 चौ मी ओपन बाल्कनी + 1.38 चौ मी सी बी(भूखंडाचे क्षेत्र 500 चौ.मी. पेक्षा कमी आहे)((Plot Number : 396 ;))
(5) क्षेत्रफळ	1) 25.37 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-मेसर्स सफल रिअल्टी तर्फे भागीदार अंशुल गंगवार वय:-35; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: शॉप नं 6, तळ मजला, प्लॉट न 15, सूरज रेसीडेन्सी, नवी मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:-400706 पॅन नं:-ADSF0144A
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:-प्रज्ञा भास्कर काळे - वय:-29; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: एफ/74, 9/20, एम.जी.एस. वसाहत, भोईवाडा, व्हीटीसी परेल, जेरबाई वाडिया रोड, मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुंबई. पिन कोड:-400012 पॅन नं:-DJQPK2709N 2): नाव:-प्रशांत प्रभाकर कसबे - वय:-34; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: एफ/74, 9/20, एम.जी.एस. वसाहत, भोईवाडा, व्हीटीसी परेल, जेरबाई वाडिया रोड, मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुंबई. पिन कोड:-400012 पॅन नं:-BXJPK7848B
(9) दस्तऐवज करून दिल्याचा दिनांक	01/02/2025
(10) दस्त नोंदणी केल्याचा दिनांक	01/02/2025
(11) अनुक्रमांक, खंड व पृष्ठ	2024/2025
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	228000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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

Arundha
सह दुय्यम निबंधक वर्ग-२,
(पनवेल-५)

मूल्यांकन पत्रक (ग्रामीण क्षेत्र - बांधीव)		01 February 2025,04:51:27 PM	
Valuation ID	20250201899	पवल 5	
मूल्यांकनाचे वर्ष	2024		
जिल्हा	रायगड		
तालुक्याचे नांव :	पनवेल		
गांवाचे नांव :	वहाळ		
क्षेत्राचे नांव	Rural	सर्व्हे नंबर /न. भू. क्रमांक :	
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.		कार्यालय	दुकाने
खुली जमीन	निवासी सदनिका		औद्योगिक
4750	56700		मोजमापनाचे एकक चौ. मीटर
बांधीव क्षेत्राची माहिती			
मिळकतीचे क्षेत्र -	43.064 चौ. मीटर	मिळकतीचा वापर -	निवासी सदनिका
बांधकामाचे वर्गीकरण -	1-आर सी सी	मिळकतीचे वय -	0 TO 2वर्षे
उद्दवाहन सुविधा -	आहे	मजला -	5th to 10th Floor
मिळकतीचा प्रकार -		बांधीव	
मूल्यदर/बांधकामाचा दर -		Rs.4750/-	
Sale Type - First Sale			
Sale/Resale of built up Property constructed after circular dt.02/01/2018			
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर	= (((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी) + खुल्या जमिनीचा दर)		
	= (((56700-4750) * (100 / 100)) + 4750)		
	= Rs.56700/-		
मजला निहाय घट/वाढ	= 1.05 of 56700 = Rs.59535/-		
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र		
	= 59535 * 43.064		
	= Rs.2563815.24/-		
Applicable Rules :	3 ,18,19		
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + लगतच्या गच्चीचे मूल्य + वरील बांधीव मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + तळघराचे मूल्य + मेझनाईन मजला क्षेत्र मूल्य + बंदिस्त बाल्कनी + स्वयंचालित मूल्य		
	= A + B + C + D + E + F + G + H + I + J		
	= 2563815.24 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0		
	=Rs.2563815/-		
	= २ पंचवीस लाख त्रेसष्ट हजार आठ शे पंधरा /-		

पवल - ५
२०२४ | २०२५
९ / १००



पत्र - ५	
२०२४	२०२५
२ / ७०	





CHALLAN
MTR Form Number-6



GRN	MH015431159202425E	BARCODE	[Barcode]		Date	01/02/2025-13.05:38	Form ID	25 2						
Department Inspector General Of Registration				Payer Details										
Type of Payment Stamp Duty				TAX ID / TAN (If Any)										
				PAN No.(If Applicable)		DJQPK2709N								
Office Name PNL3_PANVEL 3 JOINT SUB REGISTRAR				Full Name		PRADNYA BHASKAR KALE								
Location RAIGAD														
Year 2024-2025 One Time				Flat/Block No.		FLAT NO. 601, 6TH FLOOR, SAFAL RESIDENCY								
Account Head Details			Amount In Rs.		Premises/Building									
0030046401 Stamp Duty			228000.00		Road/Street		PLOT NO. 396, SECTOR 24, PUSHPAK VAHAL							
0030063301 Registration Fee			30000.00		Area/Locality		PANVEL, RAIGAD							
					Town/City/District									
					PIN		4 1 0 2 0 6							
				Remarks (If Any)										
				PAN2=ADDFS0144A-SecondPartyName=SAFAL REALTY										
				<table border="1"> <tr> <td colspan="2">द व ल - ५</td> </tr> <tr> <td>202४</td> <td>२०२५</td> </tr> <tr> <td colspan="2">3 / ००</td> </tr> </table>					द व ल - ५		202४	२०२५	3 / ००	
द व ल - ५														
202४	२०२५													
3 / ००														
Total				2,58,000.00		Amount In Words		Two Lakh Fifty Eight Thousand Rupees Only						
Payment Details				IDBI BANK		FOR USE IN RECEIVING BANK								
Cheque-DD Details				Bank CIN		Ref. No.		691033122502011332250249776						
Cheque/DD No.				Bank Date		RBI Date		01/02/2025 13:15:37						
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.

सदर चटान केवल दुय्याम निकाक कार्यालयात नोदणी करावयाच्या दस्तासाठी लागू आहे. नोदणी न करावयाच्या दस्तासाठी सदर चटान लागू नाही.

Prade

CHALLAN
MTR Form Number-6



GRN	MH015431159202425E	BARCODE	[Barcode]		Date	01/02/2025-13:05:38	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty			TAX ID / TAN (If Any)				
Office Name	PNL3_PANVEL 3 JOINT SUB REGISTRAR			PAN No.(If Applicable)	DJQPK2709N			
Location	RAIGAD			Full Name	PRADNYA BHASKAR KALE			
Year	2024-2025 One Time			Flat/Block No.	FLAT NO. 601, 6TH FLOOR, SAFAL RESIDENCY			
Account Head Details	Amount In Rs.		Premises/Building		PLOT NO. 396, SECTOR 24, PUSHPAK VAHAL			
0030046401 Stamp Duty	228000.00		Road/Street					
0030063301 Registration Fee	30000.00		Area/Locality		PANVEL, RAIGAD			
			Town/City/District					
			PIN		4 1 0 2 0 6			
			Remarks (If Any)					
			PAN2=ADSF50144A-SecondPartyName=Ms. SAFAL REALTY-					
			Amount In		Two Lakh Fifty Eight Thousand Rupees Only			
			Words		४/७०			
Total	2,58,000.00		FOR USE IN RECEIVING BANK					
Payment Details	IDBI BANK			FOR USE IN RECEIVING BANK				
Cheque/DD Details	Bank CIN		Ref. No.	6910333285000129849760				
Cheque/DD No.	Bank Date		RBI Date	01/02/2025 13:05:37 Not Verified with RBI				
Name of Bank	Bank-Branch		IDBI BANK RAIGAD					
Name of Branch	Scroll No. , Date		Not Verified with Scrips					



पवल - ५
2024-2025
४/७०



Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
संपूर्ण चालान फोटोच दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी खंड घेऊन घेऊन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(iS)-529-2024	0008529270202425	01/02/2025-17:08:36	IGR548	30000.00
2	(iS)-529-2024	0008529270202425	01/02/2025-17:08:36	IGR548	228000.00
Total Defacement Amount					2,58,000.00

Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRN 0225016902933

Date 01/02/2025

Received from , Mobile number 9221336958, an amount of Rs.1400/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Panvel 5 of the District Raigarh.

Payment Details

Bank Name SBIN

Date 01/02/2025

Bank CIN 10004152025020102779

REF No. 503218822851

This is computer generated receipt, hence no signature is required.

[Handwritten signature]

Prate

[Handwritten signature]

पवल - ५	
२०२४	२०२५
५ / ७०	



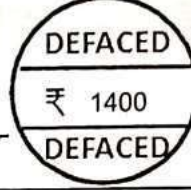


Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	0225016902933	Receipt Date	01/02/2025
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Received from _____, Mobile number 9221336958, an amount of Rs.1400/-, towards Document Handling Charges for the Document to be registered on Document No. 2024 dated 01/02/2025 at the Sub Registrar office Joint S.R. Panvel 5 of the District Raigarh.



Payment Details

Bank Name	SBIN	Payment Date	01/02/2025
Bank CIN	10004152025020102779	REF No.	503218822851
Deface No	0225016902933D	Deface Date	01/02/2025

This is computer generated receipt, hence no signature is required.

पवल - ५	
२०२४	२०२५
₹ / ००	

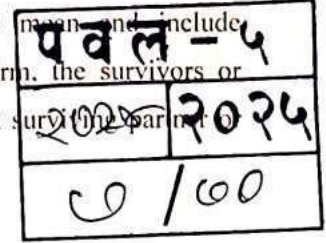


AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Ulwe Node on this 1st day of February, 2025;

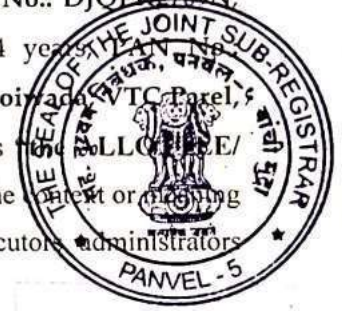
BETWEEN

M/s. SAFAL REALTY, PAN No.: ADSFS0144A, having office at: Shop No. 6, Ground Floor, Plot No. 15, Suraj Residency, Navi Mumbai - 400706, hereinafter referred to as "THE PROMOTER/DEVELOPERS" (which expression 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 FIRST PART;**



AND

(1) MRS. PRADNYA BHASKAR KALE, Age: 30 years, PAN No.: DJOPK2700N, and (2) MR. PRASHANT PRABHAKAR KASBE, Age: 34 years, PAN No.: BXJPK7848B, both residing at - F/74, 9/20, M. G.S. Vasahat, Bhoirpada, TTC Parel, 4th Floor, Jerbai Wadia Road Mumbai- 400 012, hereinafter referred to as "THE PURCHASER/s", (which expression shall unless it repugnant to the context or meaning thereof shall be deemed to mean and include her/his/their heirs, executors, administrators and assigns) **OF THE SECOND PART.**



WHEREAS:

A. THE CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, is a company incorporated under the Companies Act, 1956 (I of 1956) (hereinafter referred to as "THE CORPORATION") and having its registered office at Nirmal, 2nd Floor, Nariman Point, Mumbai- 400 021. The Corporation has been declared as a New Town Development Authority under the provisions of Sub Section (3A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No.-XXXVII of 1966) (hereinafter referred to as "THE SAID ACT") for the New Town of Navi Mumbai by the Government of Maharashtra in the exercise of its powers for the area designated as site for a New Town under Sub-Section (1) of Section 113 of the said Act.

B. The State Government has acquired lands within the designated area of Navi Mumbai and vested the same in the Corporation by an order duly made on that behalf as per the provision of Sec.113 of the said Act.

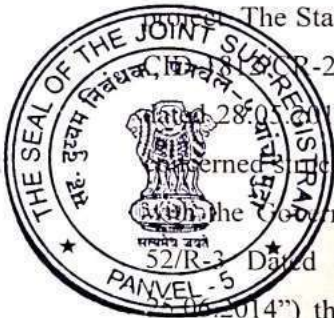
- C. The Corporation, as a part of the development, of Navi Mumbai has decided to establish an International Airport namely "Navi Mumbai International Airport" with the approval of the State and Central Government.
- D. Except for land(s) already in possession of the Corporation, the remaining private land(s), require for the project, were notified for acquisition before 01.01.2014 under the erstwhile Land Acquisition Act, 1894 (hereinafter referred to as the "LA ACT, 1894") by the state Government.
- E. The Right to fair Compensation and Transparency in Land Acquisition Rehabilitation and Resettlement Act, 2013 (hereinafter referred to as the LARR ACT,2013) came into force w.e.f. 01.01.2014 replacing the LA Act, 1894. Although the land for the Project was notified under the LA Act, 1984, awards under section 11 of the LA Act, 1894 have not been declared for certain lands as on 01.01.2014. The determination of compensation for such lands shall be in conformity with the LARR Act, 2013.
- F. Pursuant to Section 108 (1) and 108 (2) of the LARR Act, 2013, the State Government vide Govt. Resolution Urban Development Department No. CID-1812/CR-274/UD-10 dated 1st March, 2014 (hereinafter referred to as the "G.R. dated 01.03.2014") has, in lieu of monetary compensation, provided for higher and better compensation in the form of development plots to the land owners, whose lands are to be acquired for the Project. Accordingly, the Corporation is obliged to

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2028	2024
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allot a plot to the land owner concerned if he has opted for compensation in the form of developed plot in lieu of Monetary Compensation.

G. There are some structures erected on the land already acquired and in possession of the Corporation. These structures are also required to be shifted due to the

The State Government Resolution of Urban Development Department No. CID-1812/CR-274/UD-10 dated 28th May, 2014 (hereinafter referred to as "G.R. dated 28.05.2014") has taken the decision to grant plots and other benefits to the structure owners for their resettlement as a Special Case. In accordance with the Government Resolution Revenue and Forest Dept. No. RPA-2014/CR-52/R-3 Dated 25th June 2014 (hereinafter referred to as the "G.R. dated 25.06.2014") the District Rehabilitation officer has authorized to determine the eligibility of the structure owners, whose structures are situated on the land possessed by the Corporation and required to be shifted as stated hereinabove, with the approval of the Collector Raigad. As per G.R. dated 25.06.2014, the plots are to be allotted by the corporation as per the applicable provisions of G.R. dated



[Signature]

(Promoter)

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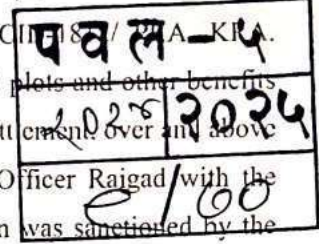
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(Allottee)

[Signature]

01.03.2014, G.R. dated 28.05.2014 and as per circular issues by the Corporation bearing no. "CIDCO/Vya.sa. Aa.Vi.Ta./2014" dated 19.09.2014 and as determined by the District Rehabilitation Officer Raigad, with the approval of the Collector Raigad, or as per the award declared by the Deputy Collector (Land Acquisition), as the case may be.

- H. The State Govt. vide Govt. Resolution of UDD No. CID-1812/PRA.KRA.274/NAVI-10 dtd. 22.09.2017 has taken decision to grant plots and other benefits to certain structure owners specified in B. R. for their resettlement over and above the entitlements decided by the District Rehabilitation Officer Raigad/with the prior approval of the Collector Raigad. The said decision was sanctioned by the State Govt. in it's notification No. CID-1812/PRA.KRA.274/NAVI-10 dtd. 22.09.2017.



- I. The Original Licensee had un-authorized structure on the land possessed by the Corporation at Village ULWA Tal. Panvel which is affected by the Project. The Managing Director, CIDCO has determined eligibility of the Original Licensee for grant of a plot of 440.00 Sq.Mtr. for resettlement and other benefits as per G.R. No. CID-1812/PRA.KRA.274/NAVI-10 dtd. 22.09.2017 hereinabove mentioned. The Relevant details of the structure of the Licensee mentioned is reproduced hereunder



Unique ID No.	Name of the Structure Owner	Building No. as per Survey	Structure No. as per Survey	Use of Structure	Area of the Plot to be allotted jointly
UVL-ICOGD-208N	RevubaiDattatreyPati 1	208N	UL-6474A. 647B	Residential and Commercial	440,69

- J. As per directions of the State Government Vide G.R dated 22.09.2017, referred to hereinabove, and as per the entitlement sanctioned by the Managing Director, CIDCO according to G.R. No. CID-1812/PRA.KRA.274/NAVI-10 dtd. 22.09.2017, the Corporation has allotted to Smt. RevubaiDattatreyPatil, vide its Allotment letter No. सिडको/ आवित/ पुनःस्थापना/उलवे/2017/03 dated 14/06/2017, a piece and parcel of land bearing Plot No. 396 area admeasuring 440.69Sq.Mtrs. lying, being and situated at Sector No. 24, Node: Pushpak (Vahal), TalukaPanvel, District Raigad (hereinafter referred to as "the said Plot" which is more particularly described in the Schedule-I hereunder written.

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K. The licensee has, before the execution of this Agreement paid to the Corporation on 27/11/2018 a sum of Rs.60/- (Rupees Sixty Only) being "Lease Rent" for the period of 60 (Sixty) years at the rate of Rs.1/- per annum as per the letters from the Urban Development bearing Dept. No.CID-1812 CR-274/UD-10 Dated 18/08/2014 and Dept. No. CID- 1812/CR-274/UD-10 Dated 06/10/2015.

L. Vide Agreement to Lease dated 27/11/2018, CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD. therein referred to as "the Corporation" Party of the One Part agreed to lease, transfer and assign all their leasehold rights, title, interest and benefits with respect to the Said Plot in favour of Smt. RevubaiDattatreypatil therein, referred to as "the Licensee" Party of the Other Part as per the terms and conditions mentioned therein. The same is duly registered with the Sub-Registrar of Assurances at Panvel bearing Registration Document Serial No.PVL-5/-12778/2018 dated 01/12/2018(hereinafter referred to as "the said Agreement to Lease").

M. Further, Tripartite Agreement was executed on 20/11/2020, by and between, City and Industrial Development Corporation of Maharashtra Ltd., therein referred to as "the Corporation" or as "the Lessor", party of the First Part, Smt. RevubaiDattatreypatil, therein referred to as "the Original Licensee" party of the Second Part and M/s. Safal Realty through its Partners, therein referred to as "the

999-6	New Licensee
2020	2024
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party of the Third Part, wherein party of the second part relinquished and released all the rights, title, interest, claims and benefits in favour of Party of the Third Part and Party of the First Part confirmed the same on the terms and conditions mentioned therein. The same is duly registered before the Office of Sub-registrar of Assurance at Panvel under document serial No. PVL-16893/2020 On 20/11/2020(hereinafter referred to as "the said Tripartite



Agreement, the Promoter is absolutely seized and possessed of and well and sufficiently entitled to develop the said Plot in accordance with the recitals hereinabove.

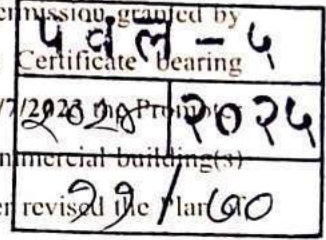
O. This agreement shall be subject to rules contained in REAL ESTATE (REGULATIONS AND DEVELOPMENT) ACT, or any amendment there in or any re-enactment thereof from time to time or any law as applicable from time to time

(Promoter)

(Licensee)

P. 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 Plot on which Project is to be constructed.

Q. Initially, as per the plans sanctioned and the development permission granted by the Associate Planner (BP), CIDCOvide Commencement Certificate bearing No. CIDCO/BP-18256/TPO(NM & K)/2022/10717, dated 7/7/2023, the Promoter was entitled to construct on the said Plot residential cum Commercial building(s) comprising of Ground Floor + 5 Floors. Further, the Promoter revised the plan of the said Project and applied for approvals of amended plan. Subsequently, the plans were sanctioned and Associate Planner (BP) issued Amended Commencement Certificate bearing reference No. CIDCO/BP-18256/TPO(NM & K)/2022/12850, dated 2/8/2024 for the building(s) comprising of Ground Floor + 7 Floors including such additions, modifications, revisions, alterations, etc. wherever necessary from time to time as may be approved by the Planning Authorities. Copy of the Amended Commencement Certificate is annexed herewith as "Annexure-A".



R. The Promoter has proposed to construct on the said Plot a building project known as "SAFAL RESIDENCY", having 1 (One) Building/s for residential and Commercial use, on OWNERSHIP BASIS to the prospective buyers.

S. The Allottee/s has/have applied an Apartment bearing number 601 on the Sixth floor, (hereinafter referred to as "the said Apartment") of the building project called "SAFAL RESIDENCY" (hereinafter referred to as "the said BUILDING") being constructed of the said project, by the promoter.

T. The Promoter has entered into a standard Agreement with an Architect Ms. Deepali S Chawak, Kalpak Architects, Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

U. The Promoter has appointed Strucon Consulting Engineers, as RCC Consultants, 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.

V. By virtue of the said Tripartite Agreement, the Promoter has the sole and exclusive right to sell the Apartments and Other units of their part as per proposed building

to be constructed by the Promoter on the said Plot and to enter into Agreement with the Allottee/s of the said Apartments, and Other Units therein and to receive the sale price in respect thereof.

W. On-demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the said Plot 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.

X. The authenticated copy of Certificate of Title dated 31/01/2025 issued by the Advocate Girish Tribhuvan, KC and Partner to the MahaRERA, showing the nature of the title of the Promoter to the said Plot, on which the Apartment are to be constructed have been annexed hereto and marked as "Annexure-B".

Y. The authenticated copies of the plans of the Layout and according to which the construction of the buildings and open spaces are proposed to be provided for on the said Project have been annexed hereto and marked as "Annexure-C".

Z. The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as "Annexure-D".

497-4	
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AA. The Promoter has got some of the approvals from the concerned local authority/s to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said



BB. The Promoter has sanctioned the said plans concerned local authority and/or Government has downloaded in terms, conditions, stipulations, and restrictions which are to be observed and performed by the Promoter while developing the said Plot and the building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

CC. The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.


(Promoter)

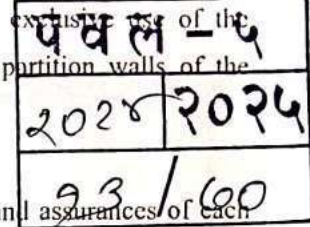
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(Allottee)

DD. The carpet area of the said Apartment is 25.37 Sq. Meters. and "Carpet Area" means the net usable floor area of an apartment, excluding the area covered by the external walls, the area under service shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Apartment.



EE. 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.

FF. Prior to the execution of these presents, the Allottee/s has/have paid to the Promoter a sum of Rs.38,00,000/- (Rupees Thirty Eight Lakhs Only), being part payment of the sale consideration of the Apartment agreed to be paid by the Promoter to the Allottee/s as an advance payment or application fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.



GG. The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority.

HH. Under Section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee/s, being, in fact, these presents and also to register said Agreement under the Registration Act, 1908.

II. 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 Apartment.

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

1) PROMOTER RIGHT OF DEVELOPMENT AND ACCEPTANCE THEREOF BY ALLOTTEE/S:

1.1) The Promoter shall construct the said project "SAFAL RESIDENCY", consisting of Ground Floor + 7 Floorson the said Plot in accordance with the plans, designs

(Promoter)

(Allottee)

and specifications as approved by the concerned local authority. The promoter during the course of carrying out the construction of the said building, shall submit further revised and amended plans for approval to the Navi Mumbai Municipal Corporation and shall utilize under such further revised and amended plans, all further available and balance development potentiality of the said Plot to its fullest extent.

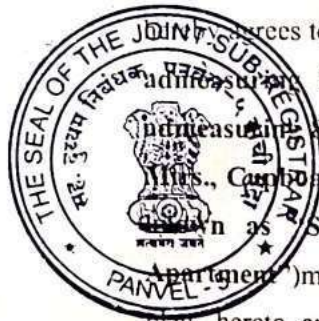
Provided that the Promoter shall have to obtain prior consent of the Allottees in writing in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.2) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 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 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. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary

adjustments shall be made at the same rate per square meter as agreed in Clause 1.1 of this Agreement.

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2024	2026
2.	ALLOTMENT OF APARTMENT AND PAYMENT OF CONSIDERATION:
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2.1) The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter



agrees to sell to the Allottee/s Apartment bearing No 601 on Sixth floor, 25.37 sq. meters carpet area along with Enclose Balcony 8.22 Sq. Mtrs., + 3.02 Sq. Mtrs., Open Balcony area + 1.38 Sq. Mtrs., Carpeted area as per the approved plans of the said building project "SAFAL RESIDENCY", hereinafter referred to as "the said Apartment" more particularly described in SCHEDULE II as shown in the floor plan, hereto annexed and marked ANNEXURE 'D' for the consideration of Rs.38,00,000/- (Rupees Thirty Eight Lakhs Only Only), including Rs.0/- (Rupees NIL only) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the Common/limited common areas


(Promoter)

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(Allottee)



and facilities which are more particularly described in the SCHEDULE III annexed herewith.

2.2) The purchase price of the Apartment as mentioned above, is determined on the basis of above referred carpet area of the apartment which Allottee/s confirm/s. Thus, the other appurtenant area such as terrace if any, balcony if any, service shaft if any, exclusive verandah, if any, are neither included in the carpet area nor are considered for determining the purchase price.

2.3) The Allottee/s has/have paid on or before execution of this agreement a sum of

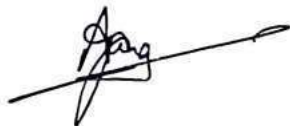
Rs.3,50,000/- (Rupees Three Lakhs Fifty Thousand Only) as advance and hereby agree/s to pay to the Promoter the balance amount in consideration of **Rs.34,50,000/- (Rupees Thirty Four Lakhs Fifty Thousand Only)** and shall be deposited in RERA Designated Collection Bank Account, Federal Bank, Vashi, Navi Mumbai Branch having IFS Code FBML0369 situated at Vashi Navi Mumbai. In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. 13690200031444 and _____ respectively.

Allottee hereby agrees to pay to Promoter the said balance amount in the following manner:

PAYMENT SCHEDULE

Total Amount:	Rs. 38,00,000/-
Amount Received:	Rs. 3,50,000/-
Balance Amount	Rs. 34,50,000/-

Sr. No.	Particulars	Percentage
1.	On Booking	10%
2.	After the Execution of Agreement	20%
3.	On or before Completion of the plinth Works	15%
4.	On or before Completion of 1 st slab	03%
5.	On or before Completion of 2 nd slab	03%
6.	On or before Completion of 3 rd slab	04%
7.	On or before Completion of 4 th slab	04%
8.	On or before Completion of 5 th slab	04%
9.	On or before Completion of 6 th slab	04%
10.	On or before Completion of 7 th slab	04%
11.	On or before Completion of 8 th slab	04%
12.	On or before Completion of Brick Work Door & Window	05%

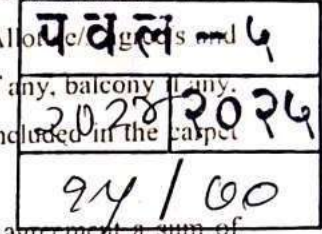


(Promoter)

9







	Frames	
13.	On Completion of internal & External Plaster	05%
14.	On Completion of Flooring Tiles & wall Tiles	05%
15.	On or before Completion of Plumbing, Electrical Fittings, Painting	05%
16.	On Possession	05%
	Total:	100%

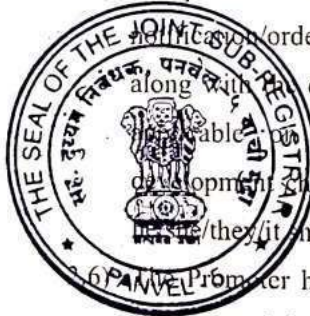
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he total price/consideration as mentioned in clause (2.3) above is excluding all taxes/levies such as value added taxes (VAT), Services Taxes, GST, Swatch Bharat Cess Tax and/or such other taxes which may be levied any time, hereinafter in connection with construction/development of said project upon Said Plot payable by the Promoter, irrespective as to who is made liable under concerned Statute/Rules to pay such taxes, all such taxes in proportion to the area of said apartment, shall be payable by the Allottee/s in addition to the said total price/consideration on or before taking over the possession of the said apartment. In fact, unless all such payments such as total consideration, all such proportionate taxes as well as other charges payable under this agreement are paid by the Allottee/s, he/she/they shall not be entitled to the possession of said apartment.

2.5) The Total Price/consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable

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to the competent authority and/or any other increase in charges, which may be levied or imposed by the Competent Authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the Competent Authorities etc. The Promoter shall enclose the said



order/rule/regulation published/ issued in that behalf to that effect demand letter being issued to the Allottee/s, which shall only be payable subsequent payments. Unless said demanded increase in development charges, costs or levies are paid by the Allottee/s to the promoter, he/she/they shall not be entitled to the possession of the said apartment.

Promoter has allowed a rebate in the purchase consideration and for early payments of the installments payable by the Allottee/s by discounting such early payments by which the respective installment has been preponed and/or mutually worked out between the Promoters and the Allottee/s and accordingly the payments under 2.3 have been worked out by the Parties hereto.



(Promoter)

10



(Allottee)



- 2.7) In case of any financing arrangement entered by the Allottee with any financial institution with respect to the purchase of the Flat the Allottee undertake/s to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such installment of Total Consideration amounts due and payable to Promoter through an NEFT/RTGS/account payable on demand draft drawn in favour of the Promoter's bank details as mentioned in the clause 2.12 herein or any other account that may be mentioned by the Promoters subsequently. The Allottee agrees that in the event the Allottee avails any loan or loan facilitation services ("Services") from any external third party, the Allottee shall do so at his/her own cost and expense whatsoever and shall remain the Developer liable/responsible for any loss/defective service/claims/demand that the Allottee/s may have incurred due to the Services so availed.
- 2.8) If any of the payment cheques/banker's cheque or any other payment instruction of/by the Allottee/is/are not honored for any reason whatsoever, then the same shall be treated as default under these presents and the Promoter may at its option be entitled to exercise the recourse available thereunder. Further, the Promoter may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs.5,000/- (Rupees Five Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs.10,000/- (Rupees Ten Thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.
- 2.9) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her/them/it under any head(s) of dues against lawful outstanding, if any, in his/her/their/its name as the Promoter may in its sole discretion deem fit and the Allottee/s undertake/s not to object/demand/direct the Promoter to adjust his/her/their/its payments in any other manner.
- 2.10) The Allottee/s agree/s and undertake/s to pay the purchase consideration as mentioned in clause 2.1 and 2.3 above as per the respective installment and as & when it shall mature for payment. The payment of concerned installment is linked with the stage wise completion of the said building. Upon completion of each stage, the Promoter shall issue demand letter to the Allottee/s by RPAD/courier/hand delivery at the address of the Allottee/s mentioned in this agreement as well as by email on Allottee/s' email address, if provided by the Allottee/s. Upon receipt of said demand letter by RPAD/courier/email/hand delivery, whichever is earlier, within 7 (seven) days Allottee/s shall make the payment of respective installment. In case of failure on the part of Allottee/s in adhering to the time schedule of 7 (seven) days, Promoter shall become entitle to

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take all such legal steps for breach of contract as contemplated under the provisions of Contract Act and RERA. In case of Allottee/s commit/s any delay in making the said payment then Allottee/s shall become liable to pay interest as specified in MahaRERA Rules on all delayed payments. In addition to such rights and without prejudice to such rights, the consequences as contemplated in clause 7 below shall also become applicable and effective.

2.11) As per the payment schedule given under clause 2.3 hereinabove, the project has already been completed to the extent of%. Accordingly,% of purchase price has become due and payable. The Allottee/s therefore has/have paid/agreed to pay the said entire due amount within 7 days from the date of execution and registration of this agreement. Upon failure of Allottee/s in making payment of said due amount the consequences as stipulated in clause 2.8 above and/or clause 7 below shall become applicable and effective.

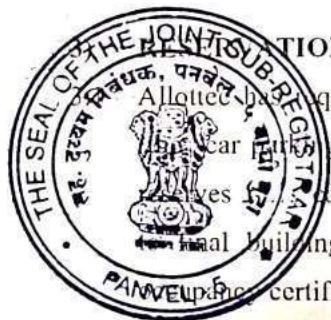
2.12) All payment shall be made by Allottee by drawing cheque/ DD/ RTGS/ NEFT in the name of "M/s. SAFAL REALTY" A/c.No. "13690200031444" in Federal Bank, Vashi, Navi Mumbai Branch having IFS Code **FDRL0001369**, payable at Navi Mumbai or other account as Promoter may intimate subsequently to the Allottee. Allottee shall separately pay transfer charges, if any, and other statutory dues which may be levied from time to time.

2.13) Allottee shall deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to Promoter within seven (07) days of

2.14) Provided that the TDS payment to the competent authority shall not be construed to be a deposit of consideration unless bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the Promoter or in the account of Promoter subsequently intimated to the Allottee.	
2020	2021
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such deduction is made.

2.14) Provided that the TDS payment to the competent authority shall not be construed to be a deposit of consideration unless bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the Promoter or in the account of Promoter subsequently intimated to the Allottee.



CONDITION FOR CAR PARKING:

Allottee hereby requested for reservation of covered/mechanical car parking (..... "Car Parking") to be used to park its vehicle. Accordingly, Promoter hereby reserves car parking for exclusive use of Allottee. The car parking is subject to the final building plan approved by the corporation at the time of grant of certificate and exact parking shall be allotted at the time of possession on the basis of final plan.

The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking at level basement/podium/stilt/mechanical car parking unit bearing No....., measuring Sq. Ft. having ft. length x ft. breadth


(Promoter)





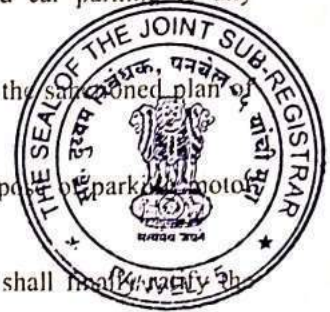
x ft. vertical clearance, being constructed in the layout for the total consideration of Rs...../- (Rupees Only).

OR

The Allottee has requested to the Promoter for allotment of an open parking space and the Promoter hereby agrees to allot to the Allottee an ^{open parking space} bearing no....., admeasuring Sq. Ft., having ft. length x ft. breadth, without consideration.

- 3.2 Allottee undertakes and assures not to raise objection in case of change in the present location of said car parking space as per Occupancy Certificate.
- 3.3 Allottee shall not be allowed to allot/transfer/let-out said car parking to any outsider/visitor i.e. other than the Allottee of said Unit.
- 3.4 Allottee shall keep the said car parking space as shown in the plan of said project and shall not enclose or cover it in any manner.
- 3.5 The said car parking space shall be used only for the purpose of parking motor vehicle and not for any other purpose.
- 3.6 The Society or Limited Company/Federation/ Apex body shall make reservation of such car parking in its first meeting at the time of handover by the Promoter.

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OR

Allottee has informed the promoter that he/she does not require any car parking space in said project. Accordingly, no reservation of car parking is made against said Unit. Allottee undertakes, assures and guarantees not to claim any car parking space in said project in future, nor raise any objection to use of car parking by other Allottees.

In case of Mechanized Car Parking in the project:

The Promoter has informed the Allottee/s and the Allottee/s is/are aware that it intends to assign the contract to install mechanized parking/car lifts in the said Building to a Contractor/Vendor who would be liable for acts and omissions/commissions in this behalf. The Allottee/s hereby agree and confirm that in the event of any nuisance, damages, cost, etc., litigations, if any, the same shall be filed against such Contractor/Vendor as mentioned hereinabove during the subsistence of the contract. Further, the Allottee/s agree and undertake to not hold the Promoter liable thereof. The aforesaid Contractor/Vendor shall be liable for the full term of the contract as shall be assigned to him/them. The Allottee/s hereby irrevocably agree and undertake that the Association of Allottees by whatever name called, upon expiration/termination of the said contract with the aforesaid Contractor/Vendor, appoint a Contractor/Vendor of their choice for management

and maintenance of the mechanical parking system/car lift and shall get executed from such Contractor/Vendor an Undertaking-cum-Indemnity indemnifying the Promoter and the Association of Allottees by whatever name called, against any litigation(s), damages, cost consequences, etc., arising out of failure, nuisance, mishap of mechanical parking system/car-lift, etc., to the said Wing/Building and/or to any adjoining Wing Building.

The Allottee/s is aware that such Mechanical Parking involves or may involve operation of one or more machine/s for parking and removing cars and the same could be time-consuming and the Allottee/s acknowledge/s that the Allottee/s has no objection to the same. The Allottee/s is/are aware that the Mechanical Parking may also require a valet system by appointment of qualified drivers and parking operators, for ease of parking and removing of vehicles from the parking slots.

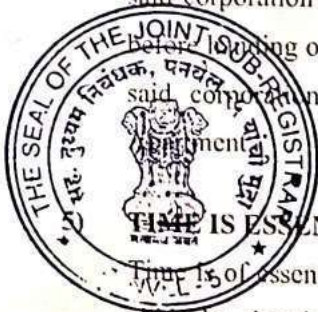
The Allottee /s hereby confirm/s that the Allottee/s has/have no objection to the aforesaid and that the Purchaser/s shall not park his/her/their car/s at any other place other than specifically designated for the parking of the vehicles of the Allottee/s. The Allottee/s hereby agree/s and undertake/s that the Allottee/s shall bear the costs and expenses of the maintenance of the Mechanical Parking and also keep such valet parking facility at his/her/their costs for parking or removal of cars from the Mechanical Parking. The Allottee/s shall not refuse to bear such costs and/or expenses on the ground of non-utilisation of the Mechanical Parking or

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AGREES TO SANCTION PLAN:

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions stipulations and restrictions if any, which have been imposed by the said corporation at the time of sanctioning the said plans or thereafter and shall,

before handing over possession of the Apartment to the Allottee/s, obtain from the said corporation occupancy and/or completion certificates in respect of the



TIME IS ESSENCE FOR BOTH PROMOTER AND ALLOTTEE/S:

Time is of essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s after receiving the occupancy certificate subject to what is stated in clause 9.1 below. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her/them and shall meet

(Promoter)

14

(Allottee)

and comply with the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter.

6) **DISCLOSURE OF FLOOR SPACE INDEX AND ACCEPTANCE BY ALLOTTEE/S:**

The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and Promoter has planned to utilize basic Floor Space Index sanctioned as per provisions of UDCPR-2020 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations which are applicable to the said Project. The Promoter has disclosed the Floor Space Index sanctioned as per provisions of UDCPR-2020 proposed to be utilized on the project land in the said Project.

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The Allottee/s have been explained and made aware of the available FSI on the said Plot and also the additional FSI and Transferable Development Right (hereinafter referred to as "TDR") which may be availed thereon. Until conveyance of the said Plot in favour of Apex Body/ Federation Body and conveyance of the said Building in favour of the Organization, if the FSI/Floor Area Ratio in respect of the said Plot is increased and/or further development is possible on the said Plot on account of FSI and/or TDR originating from the said Plot, on account of portions thereof under D. P. Road/setback and/or TDR/ FSI of other properties being available for being used on the said Plot (and/or on the amalgamated property, as the case may be) the Promoter solely shall be entitled to utilize such additional FSI.

7) **CONSEQUENCES UPON FAILURE IN ADHERING TO TIME SCHEDULE:**

7.1) If the Promoters fail to abide by the time schedule for completing the project and handing over the said premises to the Purchaser/s, the Promoters agree to pay to the Purchaser/s, who does not intend to withdraw from the project, interest at the rate of 2% p.a. above the marginal cost of lending rate of State Bank of India, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Promoter shall send the Demand Notice to the Purchaser/s at the address given by the Purchaser/s in this Agreement whenever such installments have become due and payable and the Purchaser/s shall be bound to pay the amount of the installments within 7 (seven) days from receipt of such

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Demand Notice sent by RPAD/Courier/Speed Post/Hand Delivery/Email, whichever is earlier. In the event of the Purchaser/s making any delay or defaults in making payment of any of the aforesaid installments on due dates the Promoters shall be entitled to recover from the Purchaser/s and the Purchaser/s agree/s to pay to the Promoters/Developers, interest at the rate of 2% p.a. above the marginal cost of lending rate of State Bank of India, for every and all the delayed payments which become due and payable by the Purchaser/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoter.

- 7.2) Without prejudice to the right of the Promoter to charge interest in terms of sub clause (7.1) above, on the Allottee/s committing three defaults in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings), the Promoter shall at its own option, may terminate this Agreement:

Provided that, the Promoter shall give notice of 15 days in writing to the Allottee/s by registered Post A.D. at the address provided by the Allottee/s and mail at the email address provided by the Allottee/s of his/her/their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to

rectify the breach or breaches mentioned by the Promoter within the period of notice then, at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided further that, upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of

paid damages as mentioned below) within a period of 30 days of the termination of the instalments of sale consideration of the Apartment which may till the date of termination have been paid by the Allottee/s. It is agreed and understood that after termination of the Agreement and as stated above to the Allottee/s, it shall be construed as due compliance by the Promoter of the termination clause and accordingly thereafter Promoter shall be at liberty and shall have all legal right to allot and/or sell/transfer the said apartment to any third party Allottee/s upon such terms and conditions as may be deemed fit by the Promoter. The Allottee/s shall not be entitled to raise any dispute or objection for such third-party allotment of the said apartment by the Promoter. The Promoter shall within 30 days of termination refund to the Purchaser the amount paid by the Purchaser subject to the following deductions:

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(Promoter)

16

[Handwritten Signature]

(Allottee)

[Handwritten Signature]

- 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 Apartment upto the date of termination of this Agreement;
- iii) Processing fee and brokerage paid if any etc. in respect of the said Apartment;
- 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;
- vi) In the event of the resale price of the said Apartment to a prospective purchaser is less than the Purchase Price mentioned herein, the amount of such difference; and
- vii) The costs incurred by the Promoter in finding a new purchaser for the said Apartment. The Promoter shall not be liable to pay the Allottee/s an interest on the amount so refunded and upon the termination of this Agreement, the Allottee/s hereby agree to forgo all their right, title and interest to immediately claim the amount as trespassers. The decision of the Promoter in this respect shall be final and binding upon the Purchaser, which the Allottee/s agrees and undertakes not to dispute in any manner whatsoever.

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7.3) It is agreed and understood that after deducting the total amount of liquidated damages, the balance amount if any shall be refunded to the Allottee/s in the manner stated in clause (7.2) above and that too simultaneously upon Allottee/s executing and registering the deed of cancellation of this agreement, which deed Allottee/s shall be liable to execute and register within 15 days from the date of receipt of termination notice by him/her/them as stated in clause (7.2) above, failing which the Promoter shall be entitled to proceed to execute/register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Allottee/s and the Allottee/s hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution/registration shall not prejudice the cancellation and/or the Promoter's right to forfeit and refund the balance to the Allottee/s and the Promoter's right to sell/transfer the Apartment including but not limited to car park(s) to any third party. Further, upon such cancellation, the Allottee/s shall not have any right, title and/or interest in the Apartment and/or Car Park(s) and/or the Project and/or the Project Property and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Promoter in any manner whatsoever. The Allottee/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

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7.4) In the event, the Allottee/s intends to terminate this Agreement, then the Allottee/s shall give a prior written notice ("Notice") of 60 (sixty) working days to the Promoter expressing his/her/its intention to terminate this Agreement. The Allottee/s shall also return all documents (in original) with regards to this transaction to the Promoter along with the Notice. Upon receipt of such Notice for termination of this Agreement by the Promoter, the procedure and consequences upon termination as contemplated in clause (7.2) and (7.3) above shall become automatically applicable and the refund of purchase price to the Allottee/s shall be made in accordance with what has been stated in the said clauses.

8) AMENITIES AND FIXTURE:

8.1) The Promoter shall provide to the said apartment the amenities, fixtures and fittings and to said building such specifications and/or facilities, which are more particularly set out in SCHEDULE III annexed hereto.

9) POSSESSION DATE:

9.1) The Promoter shall give possession of the apartment to the Allottee/s on or before _____. If the Promoter fails or neglects to give possession of the apartment to the Allottee/s on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand, to refund to the Allottee/s the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause (7.1) herein above from

पवल - ५	the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of apartment on the aforesaid date, if the completion of building in which the apartment is to be situated is delayed on account of:
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(i) war, civil commotion or act of God.

(ii) notice, order, rule, notification of the Government and/or other public or competent authority/court.



PROCEDURE FOR TAKING POSSESSION:

(0.1) The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee/s in terms of this Agreement to be taken within 15 days from the date of issuance of such notice and the Promoter shall give possession of the Apartment to the Allottee/s subject to the Allottee/s making payment to Promoter of entire consideration as well as other amounts payable under this agreement including the interest for delayed payment if any accrued thereupon. The Allottee/s also agree/s

[Signature]

(Promoter)

[Signature]

(Allottee)

[Signature]

and undertake/s to pay the maintenance charges as determined by the Promoter or association of Allottee/s, as the case may be at the time of and/or before taking the possession. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate in respect of the said building in which said apartment is situated.

10.2) The Allottee/s shall take possession of the Apartment within 15 days of the Promoter giving written notice to the Allottee/s intimating that the said Apartment is ready for use and occupation. Even if the Allottee/s does/do not take possession of the apartment, still he/she/they shall become liable for the payment of maintenance charges as mentioned in clause 12.1 below, so also for all other taxes, levies, cess and charges as may be imposed or become payable in respect of said apartment.

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10.3) FAILURE OF ALLOTTEE/S TO TAKE POSSESSION OF APARTMENT :-
Upon receiving a written intimation from the Promoter as per clause (10.1) the Allottee/s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation.



Allottee/s fails to take possession within the time provided in clause (10.1) such Allottee/s shall continue to be liable to pay maintenance charges as applicable as stated above.

10.4) If within a period of 5 (Five) years from the date of handing over the Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartments 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 defect in the manner as provided under the Act.

Provided however, that the Allottee/s shall not carry out any alterations of whatsoever nature in the said Apartment of wing and in specific the structure of the said Apartment 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 Nil. The word defect here means only the manufacturing and workmanship defect(s) caused on account of wilful neglect on the part of the Promoter and shall not mean

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defect(s) caused by normal wear and tear and by negligent use of Apartment 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 Apartment 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 Apartment 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 200 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/s, 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 Apartment/building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

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10.5) The Allottee/s is/are aware that the Promoter is not in the business of or providing services proposed to be provided by the service Providers/Facility Management Company or through the Service Providers/ FMC. The Promoter does not warrant or guarantee the use, performance or otherwise of these services provided by the Service Providers/FMC. The parties here to agree that the Promoter is not be responsible or liable in connection with any defect or the non-performance or otherwise of these services provided by the respective Service Providers/FMC.



11) The Allottee/s shall use the apartment or any part thereof or permit the same to be used only for purpose of residence and as may be permissible as per the said revised sanctioned plan. Allottee/s shall use parking space, if any only for purpose of keeping or parking his/her/their owned vehicle.

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12) PAYMENT OF ADDITIONAL AMOUNT BY ALLOTTEE/S:

12.1 The Sale consideration of the Said Apartment shall be appropriated by the Developer/Promoter. The Allottee/s shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:

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- (a) Legal and Document charges at the time of execution of this Agreement
 - (b) Valuation Report
 - (c) Development Charges/Transfer Charges/Infrastructure Charges payable to Competent Authority.
 - (d) Proportionate Stamp Duty and Registration Charges for Lease Deed/Deed of Assignment/Conveyance
 - (e) Water and drainage connection deposit and meter charges and other charges imposed by the concerned competent authority of the Government Authority
 - (f) Electricity Connection, Meter Deposit, Service Charges or for the Electricity Service Provider Charges, Cable Charges and Transformation Charges
 - (g) Co-operative Societies/Condominium of Apartment/Limited Company Formation/Registration Charges
 - (h) Property Tax
 - (i) Stamp Duty and Registration Charges on Apartment/Unit. If any additional Stamp Duty is payable over and above the Stamp Duty on premises, then the Allottee/s shall be liable to pay the same.
 - (j) Service Tax, VAT, Cess, GST, or any other Taxes or Charges levied by the State or Government Authorities
 - (k) Any other charges, taxes and expenses levied by the Government Authorities
 - (l) Share money, application entrance fee of the Society or Limited Company
 - (m) Transfer Charges (if applicable) which are payable to Competent Authority
- (All the above amounts to be decided at the time of possession on actual amount incurred)



The Allottee/s hereby agree/s that he/she/they shall not be entitled to question either the quantum of such amount nor claim any interest thereon.

13) ACCEPTANCE BY ALLOTTEE/S ABOUT PROMOTER'S LIABILITY:

SAVE AND EXCEPT as provided under RERA, the Promoter shall not be liable to give any account to Allottee/s for and of above stated amounts. It is also agreed and accepted that unless aforesaid amounts as mentioned in clause 12 above are fully paid by Allottee/s, he/she/they shall not be entitled to demand the possession of said Apartment.

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14) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee/s as follows:

- The Promoter has clear and marketable title with respect to the Said Plot; subject to what has been stated hereinabove and/or in the title certificate and/or disclosed on the website of the authority under RERA, Promoter has requisite rights to carry out development upon the Said Plot and also have actual, legal and physical possession of the said real estate project.
- The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite as and when required under law further approvals from time to time to complete the development of the project;
- There are no encumbrances upon the Said Plot or the Project except those disclosed in the title report and/or disclosed on the website of the regulatory authority under RERA.
- There are no litigations, save and except litigations, if any, as mentioned in Title Certificate annexed hereto at Annexure B, pending before any Court of law with respect to the Said Plot or Project. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Plot and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Said Plot and said building shall be obtained by following due process of law;

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- The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any party with respect to the Said Plot and the said Apartment, which will, in any manner, affect the rights of Allottee/s under this Agreement;
- The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;
- 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, which it has agreed to pay under the said development agreement

(Promoter)

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(Allottee)

till handing over possession of said Apartment to Allottee/s.

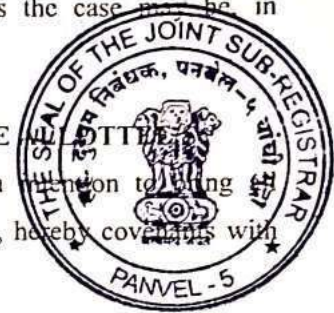
- i) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Plot) has been received or served upon the Promoter in respect of the Said Plot and/or the Project except those disclosed in the title report.

- j) In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, amounts (including taxes) agreed as payable remuneration/ fees/ charges for services/ commission/ brokerage to the said Registered Real Estate Agent shall be paid by the Promoter/ allottee/ both, as the case may be in accordance with the agreed terms of payments.

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15) **WARRANTIES AND COVENANTS OF AND BY THE**

The Allottee/s has/have himself/herself/themselves with reference to the Apartment mentioned in the title report, hereby covenants with the Promoter as follows:



- a) To maintain the Apartment at the Allottee/s's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- b) Not to store in the Apartment 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 Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- c) To carry out at his/her/their own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall

not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment 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/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

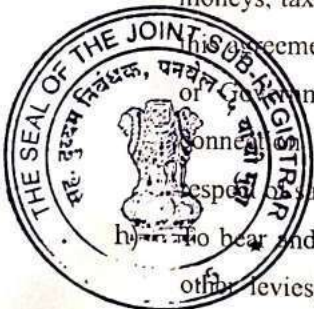
d) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment 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 Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society.

e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Plot and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Plot and the building in which the Apartment is situated.

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g) Pay to the Promoter within fifteen days of demand by the Promoter, his/her/their share of security deposit and/or such other charges, amount, moneys, taxes, cess, etc. as the case may be payable by the Allottee/s under



agreement and or as may be demanded by the concerned local authority or Government or water, electricity or any other service providers in connection to the building in which the Apartment is situated and or in respect of said apartment.

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 Apartment by the Allottee/s to any purposes other than for purpose for which it is sold and/or for any other reasons.

(Promoter)

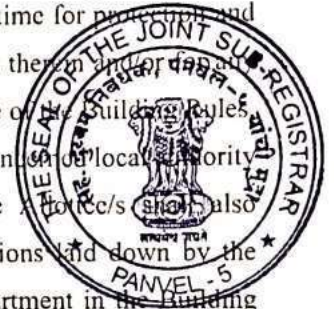
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(Allottee)

i) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has/have intimated in writing to the Promoter and obtained the prior written consent of the Promoter for such transfer, assign or part with the interest etc.

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j) The Allottee/s shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for all other reasons and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the competent 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 regarding the occupation and use of the Apartment 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 complete and full development of the said Plot the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, shall have right to enter into and upon the Said Plot or any part thereof to view and examine the state and condition thereof. The Allottee/s and/or anybody claiming through him/her/them/it shall not be entitled to take objection or create obstruction in the said right of Promoter.

l) Unless and until all the amounts the Allottee/s is/are liable to pay to the Promoter by and under this agreement and/or otherwise in law, are fully and completely paid, the Allottee/s shall not be entitled to transfer/agree to transfer his/her/their interest in the said Apartment and/or benefit of this agreement to anyone else without taking prior written consent of the promoter. While giving such written consent the Promoter shall be entitled to demand from the Allottee/s by way of transfer charges and administrative and other costs, charges and expenses, such amounts as may be deem just and proper by them in their sole discretion if not prohibited under provisions of RERA.

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- m) The Allottee/s and/or the persons to whom said Apartment is transferred or to be transferred hereby agree to sign and execute all papers, documents and to do all other things as the Promoter may require of him/her/it/them to do and execute from time to time for effectively enforcing this agreement and/or for safeguarding the interest of the Promoter and all persons acquiring the remaining Apartments in the said building/s on the said Plot.
- n) The Promoter shall in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this agreement, shall have a first lien and charge on the said Apartment, agreed to be purchased by the Allottee/s.
- o) Without prejudice, to the rights of the Promoter under RERA and/or any other Act, the Promoter shall be entitled to take action against the Allottee/s if the Allottee/s do/does not pay his/her/its/their proportionate share of outgoing every month and if remain/s in arrears for three months and/or do/does not pay the purchase price and/or other amounts which he/she/it/they is/are liable to pay under this agreement diligently, fully and finally; then the Promoter shall be entitled to terminate this agreement and enter upon the said Apartment and resume possession of the said Apartment.
- p) The Promoter shall be entitled to sell, transfer and/or agree to sell/transfer all the other Apartments and also agree to allot parking areas situated or to be situated in the said building/s and/or upon any portion of the Said Plot to anyone else in any manner whatsoever and such Allottee/s shall be entitled to use their respective Apartments/parking spaces/etc. for any purposes as

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- may be permissible under law and the Allottee/s shall not take any objection of any nature in that regard.
- q) In case of acquisition or requisition of the Said Plot and/or any portion thereof, for any reason whatsoever by the said Corporation and any other competent authority; the Promoter alone shall be entitled to appropriate the compensation receivable or that shall be given against such acquisition or
- r) Not to erect white brick walls onto any location, which does not have a beam to support the brick wall.
- s) Not to change the location of the plumbing or electrical lines (except internal extensions).
- t) Not to change the location of the wet/waterproofed areas.
- u) Not to make any alteration in the elevation and outside color scheme of the building.

[Signature]

(Promoter)

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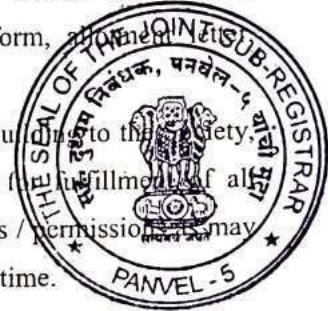
[Signature]

(Allottee)

[Signature]

- v) The Allottee s shall not allow the said apartment to be used for user different from the nature of the user that it is intended for use by the Promoter.
- w) Not to put any claim in respect of the restricted amenities including open spaces, any space available for hoardings. gardens attached to their apartment or terraces and the same are retained by the Promoter as restricted amenities. The Allottee/s is/are aware that certain parts of the building shall be allocated for exclusive use of certain users/residents. The plan of the apartment has been determined taking this into consideration and the Allottee/s waives his/her/their/its right to raise any dispute in this regard.
- x) The Allottee/s confirm/s that this agreement is the binding arrangement between the parties and overrides any other written and/or oral understanding but not limited to the application form, brochure or electronic communication of any form.
- y) Upon and after handover of the management of the Building to the Society, the Society (and its members) will be responsible for the fulfillment of all obligations and responsibilities in relation to approvals / permissions may be required by the concerned Authorities from time to time.
- z) The Allottee/s, if is a resident of outside India (NRI) then he/she/they shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999(FEMA), Reserve Bank of India Act and Rules made there under or any statutory amendments(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 provision of FEMA or statutory enactments or amendments thereof and the rules and regulation of the Reserve Bank of India or any other Applicable Law. The Allottee/s understand/s and agree/s that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for action under the FEMA as amended from time to time. The Promoter accepts no responsibility / liability 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/s subsequent to 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

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and comply with 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 apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/s only.

- aa) The Allottee/s undertake/s to observe all other stipulations and rules which are provided herein in order to enable the building to be well maintained and enable all Allottee/s to enjoy the usage of these areas as originally designed.
- bb) The Allottee/s doth hereby assure and declare that before executing the present agreement, he/she/it/they has/have investigated the title of the Promoter in and over the said Plot and has/have got himself/herself/itself/themselves satisfied about the same and as such has/have no grievances in respect thereof.
- cc) After receiving possession of the said apartment from the Promoter, the Allottee/s shall make necessary application to the society for becoming member of the Society.
- dd) That Allottee/s admit and accept the binding effects of all the covenants given hereinabove and the same shall be binding upon and enforceable against Allottee/s. The Allottee/s shall not commit any breach or violation of any of the above-mentioned covenants given to the Promoter and understand that the entitlement to the 5 years defect liability clause as stipulated in

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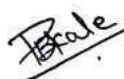
by the Allottee/s shall be subject to Allottee/s not violating the covenants given by him/her/them vide clause 'a to cc' above. Any breach or violation of above covenants shall make Allottee/s liable for action in accordance with law for breach of Contract.

16) FORMATION OF SOCIETY:



16.1 The Allottee/s along with other allottee(s) of Apartments in the building shall join 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 and execute the application for registration and/or membership and 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, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or


(Promoter)


(Allottee)


(Allottee)

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. Any delays in signing and handing over of documents by the Allottee to the Promoter shall not constitute default of the Promoter and the prescribed time period shall stand extended accordingly.

Provided that in the absence of local laws, the association of allottees by whatever name called, shall be formed within a period of three months of the majority of allottees having booked their plot or apartment or building, as the case may be, in the project.

Where a Co-operative Housing Society or a Company or any other legal entity of Allottees is to be constituted for a single building not being part of a case of layout of more than 1 Building or a Wing of 1 Building, the Promoter shall submit the application in that behalf to the Registrar for registration of the Co-Operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other legal entity, within three months from the date on which 51 % (Fifty-one percent) of the total number of Allottees in such a Building or a Wing, have booked their Apartment.

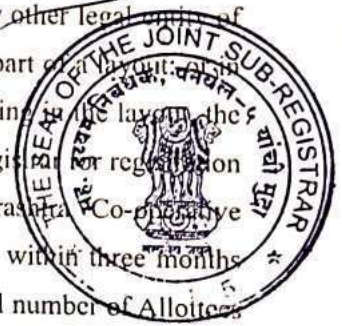
Where a Promoter is required to form an Apex Body either as a Federation of separate and independent Co-operative Housing Societies or Companies or any other Legal Entities or as a Holding Company of separate and independent Co-operative Housing Societies or Companies or any other Legal Entities, then the Promoter shall submit an application to the Registrar for registration of the Co-Operative Society or the Company to form and register an Apex Body in the form of Federation or Holding entity consisting of all such entities in the Layout formed. Such application shall be made within a period of three months from the date of the receipt of the Occupancy Certificate of the last of the building which was to be constructed in the Layout.

16.2 The Allottee shall be expelled from the said society if the Allottee defaults in making timely payments or violates this deed in any manner. For such expulsion the termination letter from Promoter shall be sufficient document.

17) CONVEYANCE/ASSIGNMENT OF LEASEHOLD RIGHTS TO SOCIETY:

17.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, or after Occupancy Certificate, initiate the transfer to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the

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said structure of the Building or wing in which the said Apartment is situated.

The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, initiate the transfer to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

As per Clause No. 7 of said Agreement to Lease dated 27/11/2018 executed by the Corporation in favour of the Original, bearing Registration Document Serial No. PVL-5/12778/2018. The Corporation will grant and the Licensee will accept lease of the said plot and the building erected thereon for the term of 60 years from the date of Agreement to Lease at the yearly rent of Rupees One only.

Further Corporation and Original Licensee executed the said Tripartite Agreement in the favour of the Promoter/New Licensee and all the terms and conditions of the Agreement to Lease are applicable to the Promoter/New Licensee.

The Promoter/New Licensee shall enter into a Deed of Assignment/Lease Deed with the Society or shall cause Corporation to enter into such document within 3 months of the receipt of Occupancy Certificate.

17.2 The charges, costs expenses for conveyance/assignment of leasehold rights, including but not limited to CIDCO Transfer Charge, or any other charge or taxes that may be levied due to this transaction by Competent Authority, Government or Quasi Government, Judicial Or Quasi-Judicial Authorities or any other charge for the transfer of the said plot on 'actual basis' shall be borne by the Allottee in proportion to his gross usable area and that the Allottee shall come forward to accept conveyance of the said plot in the name of the society formed within two (02) months from the date of intimation by the Promoter. This amount is not included in agreement value and shall be calculated and informed to the members

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2028/2024
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after Occupancy certificate.



SOCIETY MAINTENANCE CHARGES:

Commencing one week after notice in writing is given by the Promoter to the Allottee that the said Unit is ready for use and occupation, irrespective of the Allottee taking the possession of the said Unit, the Allottee will be liable for proportionate share of outgoings in respect of said plot for water charges, insurance, common lights, repairs, salaries, property tax if any, security, sweepers and all other expense necessary and incidental to the maintenance of the society. Such proportionate share of expense shall be calculated on the basis of area of the

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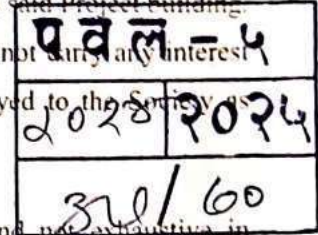
(Promoter)

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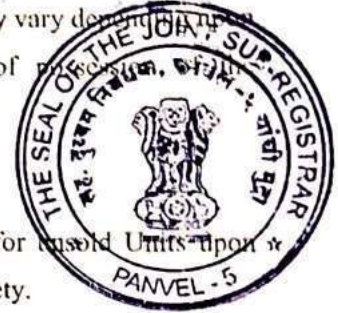
(Allottee)

said Unit plus the additional area attached to the said Unit i.e. gross usable area vis a vis total gross usable area of said project.

- 18.2 The Allottee shall pay to the Promoter at the time of possession, an advance maintenance for months aggregating to Rs...../- (Rupees Only) alongwith Service Tax/GST as "common maintenance charges" for the upkeep and maintenance of the said Project building. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the building is conveyed to the Society as aforesaid.



The aforesaid maintenance charges are only indicative and not exhaustive in nature. The actual amount of maintenance to be charged may vary depending upon the cost of maintenance of the project at the time of possession of the apartments/at the time of receipt of Occupancy Certificate.



19) **UNSOLD UNITS IN SAID PROJECT:**

- 19.1 Promoter shall be inducted as a member of said society for unsold Units upon formation of society and conveyance of the said Plot to society.
- 19.2 Promoter shall be entitled to sell the unsold Units in said project without any separate permission or consent of society and the members of society. The prospective Allottee of such unsold Units shall be inducted by the society as members and no objection shall be raised either by existing members or the society.
- 19.3 Allottee or society shall not be entitled to demand any transfer charge for the transfer of unsold Unit by the Promoter to prospective Allottees.
- 19.4 Promoter shall also be entitled to car parking reserved for the unsold Units and the society or Allottee shall not stake claim on such parking.
- 19.5 Promoter shall be entitled to mortgage the unsold Units of the said project with the financial institutions without any separate NOC from society or the members of society.
- 19.6 Promoter is entitled to all the rights of being a member of society i.e. right to attend meeting, right to vote in the meeting etc.

20) **RESTRICTION ON RIGHT OF ALLOTTEE/S:**

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the Said Plot and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him/her/them and all open spaces, common areas, parking spaces, lobbies, staircases, lift area, terrace internal

(Promoter)

road, etc. will remain the property of the Promoter unless conveyed as per the provisions of law to and in favour of the society.

21) PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

21.1) There is no any mortgage or charge upon the Said Plot. The Promoter agrees that after execution of this agreement it shall not of its own unilaterally and without the consent of Allottee/s mortgage or create a charge on the said apartment. In case if any such mortgage or charge is made or created by the Promoter by itself 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 taken or agreed to take such apartment.

21.2) In case if the Allottee/s avail the financial assistance or home loan inter-alia for purchasing and acquiring the said apartment, then in that event, Promoter shall at the request and at the cost of Allottee/s, allow the charge or mortgage to be created upon the said apartment of such financial institution from whom the Allottee/s shall avail such financial assistance or home loan. It is agreed and understood that the entire responsibility/liability of repayment of the said financial assistance / home loan shall be that of the Allottee/s alone. The Promoter in no way shall be liable for the payment of or repayment of the said financial assistance/home loan to the said financial institution. The Allottee/s alone shall be liable and responsible for all consequences, costs and or litigations that may arise due to non-payment

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and default in repayment of said financial assistance and home loan. In any case mortgage or charge that shall be created pursuant to availing of such financial assistance/home loan by the Allottee/s, shall be limited to and/or restricted to or upon to the said apartment only. Save and except the said apartment, no other portion of the said building and or said Plot shall be encumbered or charged with any liability of mortgage or otherwise against said financial assistance/home loan.

Allottee/s undertake/s to indemnify and keep indemnified the promoter against all claims, injuries or damages that may be caused to the Promoter due to non-payment of the said financial assistance/home loan.



22) 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, appear for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the

[Signature]

(Promoter)

[Signature]

(Allottee)

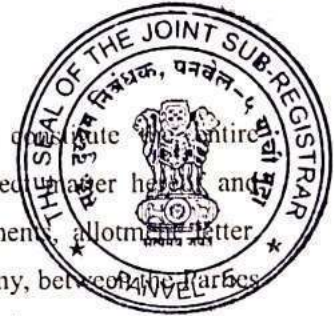
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Allottee/s fail/s to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 7 (Seven) days from the date of its receipt by the Allottee/s application of the Allottee/s for allotment of apartment 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 and by deducting herefrom liquidated damages as stated in clause 7.3 above.

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23) **ENTIRE AGREEMENT:**

This Agreement, along with its schedules, annexures and other documents constitute the entire Agreement between the Parties with respect to the subject matter hereof and shall supersede any and all understandings, any other agreements, arrangements, correspondence, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.



24) **RIGHT TO AMEND:**

This agreement shall not be amended by either of the parties without mutual consent of each other. The amendment if any is to be made to this agreement shall be made only by written consent of both the parties and not otherwise.

25) **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

26) **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the provisions of RERA Act or the Rules framed thereunder then, such provisions of the Agreement shall be deemed to have been amended or deleted and or shall be considered as 'severed' from this agreement as if it was not forming part of this agreement. But in that eventuality the remaining Provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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27) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it 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 the proportion of the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

28) FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction. All costs expenses, charges, taxes, including stamp duty, GST, Registration Charges etc., that shall be required to be incurred for execution of such instruments and/or for taking such other action, shall be incurred and paid by the Allottee/s in proportionate share.

29) PLACE OF EXECUTION:

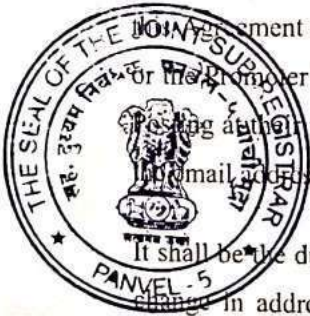
The execution of this Agreement shall be complete only upon its execution by the Promoter at the Promoter's Office as mentioned in the title clause.

The Allottee/s and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution

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2024/2024

30) ADDRESS FOR CORRESPONDENCE:

That all notices to be served on the Allottee/s and the Promoter as contemplated by the Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified hereinbefore in this agreement or at the email address provided herein:



It shall be the duty of the Allottee/s 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/s, as the case may be.

[Signature]

(Promoter)

[Signature]

(Allottee)

31) **JOINT ALLOTTEE/S:**

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.

32) **STAMP DUTY AND REGISTRATION:**

The charges towards stamp duty and registration of this Agreement shall be borne by Allottee/s.

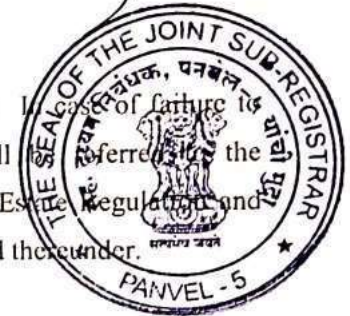
33) **DISPUTE RESOLUTION:**

Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, such unsettled dispute shall be referred to the authority as per the provisions of Real Estate Regulation and Development Act 2016 and the Rules and Regulation framed thereunder.

34) **GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

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SCHEDULE I

THE SAID PLOT ABOVE REFERRED TO:

ALL THAT piece and parcel of plot of land bearing Plot No. 396, admeasuring about 440.00 Sq. Mts. located in Sector No. 24 situated at Node Pushpak (Vahal), Taluka Panvel, District Raigad and bounded as follows:

- On or towards the North by : 11 M Wide Road
- On or towards the South by : Plot No. 380 and 381
- On or towards the East by : Plot No. 395
- On or towards the West by : Plot No. 397

SCHEDULE II

SAID APARTMENT ABOVE REFERRED TO:


Apartment bearing No.601, on the Sixth Floor, admeasuring 25.37 sq. meters carpet area along with Enclose Balcony admeasuring 8.22 Sq. Mtrs., + 3.02 Sq. Mtrs., Open Balcony area + 1.38 Sq. Mtrs., Cupboard area as per the approved plans of the said building project known as "SAFAL RESIDENCY", which is constructed in or upon the above referred said Plot, which apartment is shown on the floor plan thereof as Annexure 'D',

[Signature]

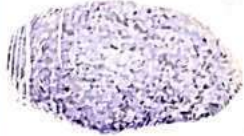
[Signature] *[Signature]*

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS
THIS 01st DAY OF February 2025 AT Panvel,


THE COMMON SEAL OF THE)
WITHIN NAMED "PROMOTER")
M/s. SAFAL REALTY)
Through its Partner/s)
1) MR. ANSHUL GANGWAR)


(Signature)





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SIGNED & DELIVERED BY THE)
WITHIN NAMED "ALLOTTEE/S")
(1) MRS. PRADNYA BHASKAR KALE, E)


(Signature)

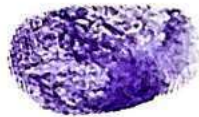



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(2) MR. PRASHANT PRABHAKAR KASBE,)


(Signature)




(Left Thumb)

In the presence of

1) MR. M. N. Thakare 

2) MR. R. S. Jadhav 

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RECEIPT

Received an amount of **Rs.3,50,000/- (Rupees Three Lakhs Fifty Thousand Only)** from the Allottee/s towards part payment of total consideration as mentioned in clause No.2 above in following manner:

Date	Amount (Rs.)	Cheque No.	Name of the Bank
04/01/2025	Rs.1,00,000/-	067594	ICICI Bank
27/01/2025	Rs.2,50,000/-	029009	Bank of Maharashtra

I say received

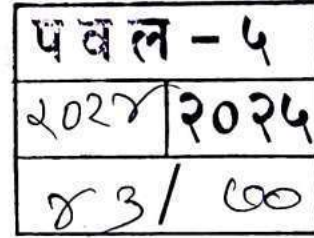


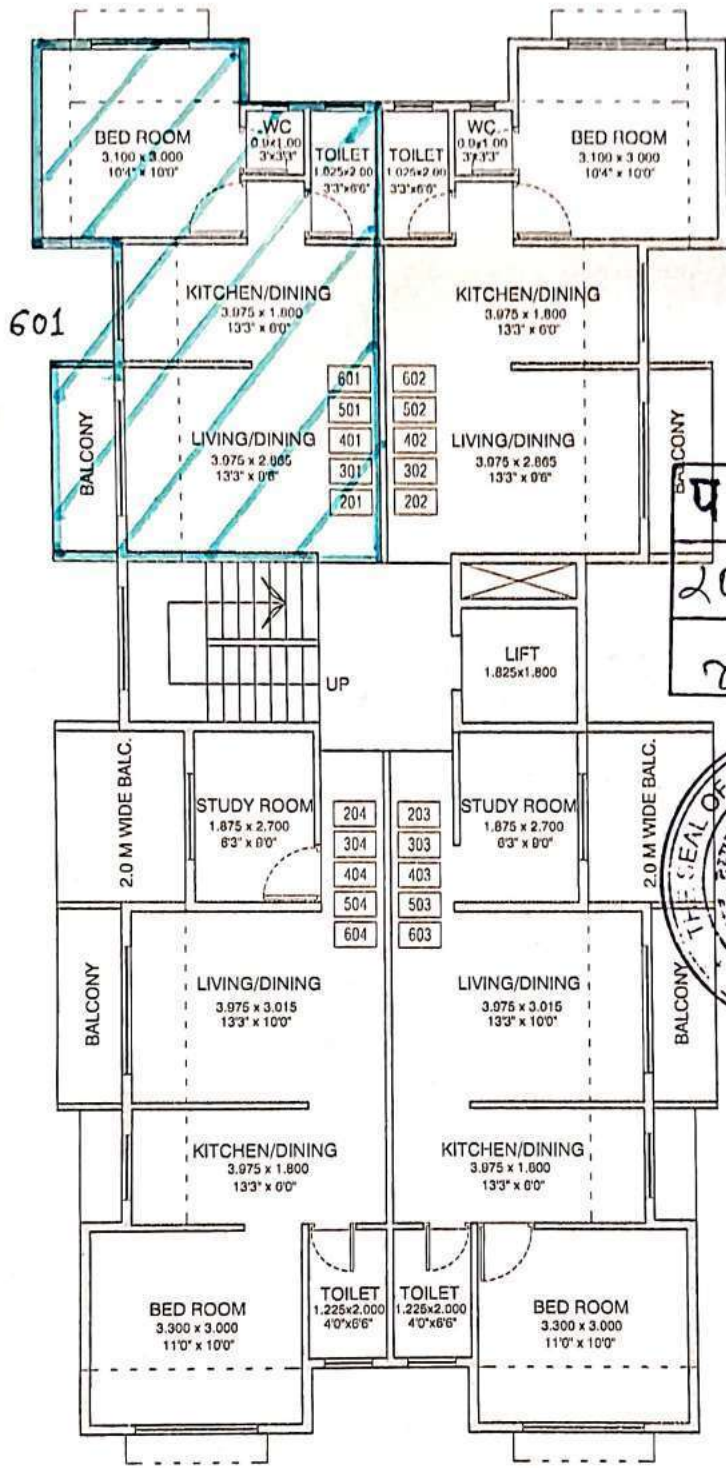
M/s. SAFAL REALTY
Through its Partner/s

In the presence of

1) MR. M.N. Thakare 

2) MR. R.S. Jadhav 






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TYPICAL FLOOR PLAN (2ND TO 6TH)

Builders & Developers. M/S.SAFAL REALTY	PROJECT: PROPOSED RESIDENTIAL BUILDING ON PLOT NO - 396, SECTOR:- 24, PUSHPAK NODE, NAVI MUMBAI.	 Kalpak Architects <small>ARCHITECTS & INTERIORS DESIGNERS</small> <small>11, 22, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100</small> <small>11, 22, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100</small>
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FORMAT - A

(Circular 28/2021 dated 08/03/2021)

To,

MahaRERA

Plot No. C-21, E-Block, Near Kamgar Bhavan
Behind RBI Building, Bandra Kurla Complex
Bandra (E), Mumbai – 400051

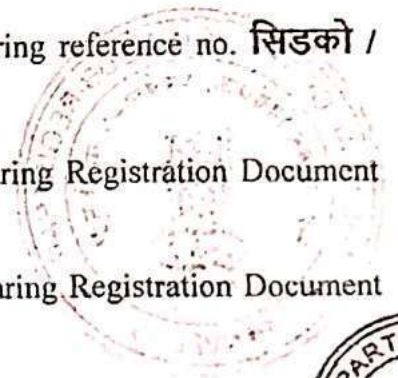
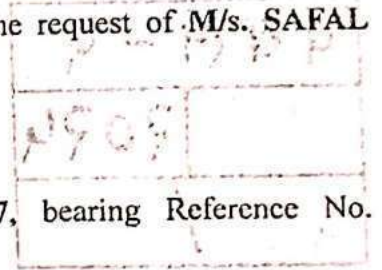
पवल - ५	
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LEGAL TITLE REPORT

Sub: Title Clearance Certificate with respect to all that piece or parcel of Land Bearing Plot No. 396, area admeasuring about 440.69 sq. mtrs., lying, being and situated at Sector No. 24, Village/Node: Pushpak (Vahal), Taluka: Panvel and District: Raigad. (hereinafter referred as the "*Said Plot*").

We have investigated the title of the Said Plot on the request of M/s. SAFAL REALTY and following documents i.e.:-

- 1) Description of the property.
- 2) Copy of the Allotment Letter dated 14/06/2017, bearing Reference No. सिडको/आंवित्त/पुनःस्थापना/उलवे/२०१७/०३.
- 3) Copy of Corrigendum Letter dated 20/11/2018 bearing reference no. सिडको / अमुधुवधुअ (नमुआवि) / २०१७/345.
- 4) Copy of Agreement to Lease dated 27/11/2018, bearing Registration Document Serial No. PVL-5/12778/2018.
- 5) Copy of Tripartite Agreement dated 20/11/2020, bearing Registration Document Serial No. PVL-4/6883/2020.

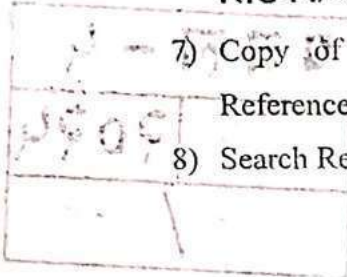




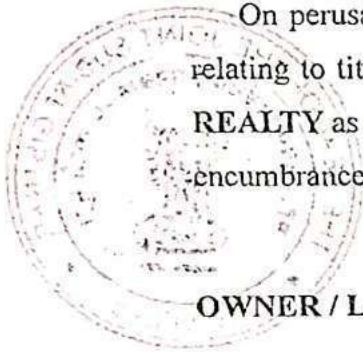
6) Copy of Final Transfer Order dated 10/12/2020, bearing Reference No. सिडको/अमुभूवभूअ/नमुंआवि/उलवा/ULV-OG -२०८N/२०२०/5516.

7) Copy of Amended Commencement Certificate dated 02/08/2024, bearing Reference No. CIDCO/BP-18256/TPO (NM & K)/2022/12850.

8) Search Report for 14 years from 2012 till 2025.

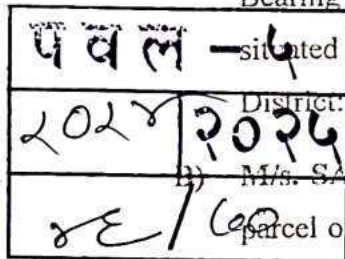


On perusal of the above-mentioned documents and all other relevant documents relating to title of the Said Plot, we are of the opinion that the title of M/s. SAFAL REALTY as the Leasehold Right Holder/Lessee is clear, marketable and without any encumbrances.



OWNER / LEASEHOLD RIGHT HOLDER OF THE SAID PLOT:

A) **CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD (Owner / Lessor):** All that piece or parcel of Land Bearing Plot No. 396, area admeasuring about 440.69 sq. mtrs., lying, being and



situated at Sector No. 24, Village/Node: Pushpak (Vahal), Taluka: Panvel and District: Raigad.

B) **M/s. SAFAL REALTY (Leasehold Right Holder / Lessee):** All that piece or parcel of Land Bearing Plot No. 396, area admeasuring about 440.69 sq. mtrs., lying, being and situated at Sector No. 24, Village/Node: Pushpak (Vahal), Taluka: Panvel and District: Raigad.



The report reflecting the flow of the title of M/s. SAFAL REALTY as the Leasehold Right Holder / Lessee on the Said Plot is enclosed herewith as annexure.

Annexure





FORMAT - A

(Circular 28/2021 dated 08/03/2021)

FLOW OF THE TITLE OF THE SAID PLOT

पवल - ५	
२०१२	२०२५
२०/६०	

Sr. No.

- 1) Search Report for 14 years from 2012 - 2025 taken from Online Search bearing Challan No. MH015371542202425E dated 31/01/2025
- 2) Vide Allotment Letter No. सिडको/आंवि/पुनःस्थापना/२०१७/३४५ dated 14/06/2017, City and Industrial Development Corporation of Maharashtra Limited (CIDCO Maharashtra Ltd.) allotted the Land bearing Plot No. 396, area admeasuring about 440.69 sq.mtrs, lying, being and situated at Sector No. 24, Village/Node: Pushpak (Vahal), Taluka: Panvel and District: Raigad in the name of RENUBAI DATTATREY PATIL (hereinafter referred as the "Said Plot")
- 3) Vide Corrigendum Letter dated 20/11/2018, bearing Reference No. सिडको / अमुभुवभुअ (नमुआवि) / २०१७/३४५, issued by CIDCO of Maharashtra Ltd. (the Corporation), wherein it is stated that, the said Plot was allotted in the name of Renubai Dattatrey Patil, however, as per the request letter and necessary documents submitted, the name of Revubai Dattatrey Patil was taken on record in place of Renubai Dattatrey Patil.
- 4) Vide Agreement of Lease dated 27/11/2018, whereby the City and Industrial Development Corporation of Maharashtra Limited therein referred as "the Corporation / Licensor", party of the One Part agreed to lease, transfer and assign all their leaschold rights, title, interest and benefits with respect to the Said Plot in

