

398/2794

पावती

Original/Duplicate

Tuesday, February 04, 2025

नोंदणी क्र. :39म

2:33 PM

Regn.:39M

पावती क्र.: 3043

दिनांक: 04/02/2025

गावाचे नाव: दापोली
दस्तऐवजाचा अनुक्रमांक: पवल3-2794-2025
दस्तऐवजाचा प्रकार : करारनामा
सादर करणाऱ्याचे नाव: बादल पटनायक

नोंदणी फी
दस्त हाताळणी फी
पृष्ठांची संख्या: 160

रु. 30000.00

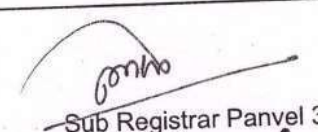
रु. 3200.00

एकूण:

रु. 33200.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
2:50 PM ह्या वेळेस मिळेल.

बाजार मूल्य: रु.2983266 /-
मोबदला रु.6000000/-
भरलेले मुद्रांक शुल्क : रु. 360000/-


Sub Registrar Panvel 3
सह दुय्यम निबंधक वर्ग-३,
पनवेल क्र. ३.

- 1) देयकाचा प्रकार: DHC रकम: रु.1200/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0225034721329 दिनांक: 04/02/2025
बँकेचे नाव व पत्ता:
- 2) देयकाचा प्रकार: DHC रकम: रु.2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0225036921309 दिनांक: 04/02/2025
बँकेचे नाव व पत्ता:
- 3) देयकाचा प्रकार: eChallan रकम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH015527737202425E दिनांक: 04/02/2025
बँकेचे नाव व पत्ता:





04/02/2025

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.पनवेल 3

दस्त क्रमांक : 2794/2025

नोदणी :

Regn:63m

गावाचे नाव : दापोली

(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	6000000
(3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	2983266
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:रायगड इतर वर्णन : इतर माहिती: विभाग क्रमांक 6,दर 49,400 प्रति चौ. मी. सदनिका क्र. 303,ए- विंग,तिसरा मजला,मॅट्रिक्स लॅंडमार्क,प्लॉट क्र. 67+68,सेक्टर क्र. 8,पुष्पक नगर दापोली,ता. पनवेल,जि. रायगड क्षेत्र- 54.90 चौ. मी. कारपेट एरिया((Plot Number : 67+68, SECTOR 8 ;))
(5) क्षेत्रफळ	1) 54.90 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:-मे. मॅट्रिक्स इन्फ्रा तर्फे भागीदार जयंतीलाल रामजी मसुरीया यांच्या तर्फे कबुली जबाब देणार मंगेश महादेव इंदोरे वय:-38; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: ऑफिस क्र. बी ६०३, शेल्टन सफायर, भुखंड क्र. १८ व १९, सेक्टर क्र. १५, सेशन कोर्ट जवळ, सी.बी.डी. बेलापूर, नवी मुंबई, महाराष्ट्र, ठाणे. पिन कोड:-400614 पॅन नं:-ABLFM6041R 2): नाव:-मान्यता देणार- १. मदन हाडकु भगत, २. वसंत हाडकु भगत, ३. शाम हाडकु भगत यांच्या तर्फे कु. मु. मे. मॅट्रिक्स इन्फ्रा च्या वतीने भागीदार जयंतीलाल रामजी मसुरीया यांच्या तर्फे कबुली जबाब देणार मंगेश महादेव इंदोरे वय:-38; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: 222 क, मु. वरचे ओवळे, पो. पारगाव, ता. पनवेल, जि. रायगड, महाराष्ट्र, राईगाः(०:). पिन कोड:-410206 पॅन नं:-BRMPB2648K
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-बादल पटनायक वय:-48; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: ४०४, शिखा सीएचएच, प्लॉट नं. ०४, सेक्टर- ०६, घणसोली, नवी मुंबई, महाराष्ट्र, ठाणे. पिन कोड:-400701 पॅन नं:-AQCPP2233J 2): नाव:-कल्पना पटनायक वय:-42; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: ४०४, शिखा सीएचएच, प्लॉट नं. ०४, सेक्टर- ०६, घणसोली, नवी मुंबई, महाराष्ट्र, ठाणे. पिन कोड:-400701 पॅन नं:-DMHPP3545P
(9) दस्तऐवज करून दिल्याचा दिनांक	04/02/2025
(10)दस्त नोंदणी केल्याचा दिनांक	04/02/2025
(11)अनुक्रमांक,खंड व पृष्ठ	2794/2025
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	360000
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

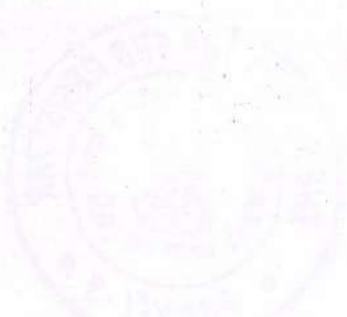
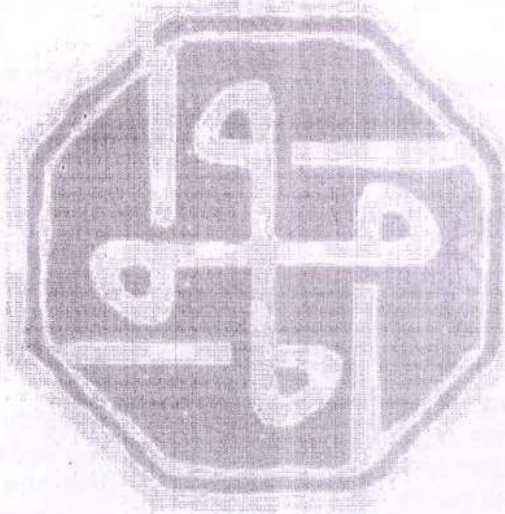
मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-:

(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.

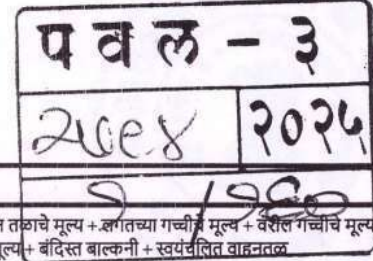
सह दुय्यम निबंधक वर्ग-२,
पनवेल क्र. ३.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	BADAL PATNAIK AND ONE	eChallan	69103332025020319886	MH015527737202425E	360000.00	SD	0008600934202425	04/02/2025
2		DHC		0225034721329	1200	RF	0225034721329D	04/02/2025
3		DHC		0225036921309	2000	RF	0225036921309D	04/02/2025
4	BADAL PATNAIK AND ONE	eChallan		MH015527737202425E	30000	RF	0008600934202425	04/02/2025

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



मूल्यांकन पत्रक (ग्रामीण क्षेत्र - बांधीव)						
Valuation ID	20250204576	04 February 2025,10:40:23 AM				
						पवल3
मूल्यांकनाचे वर्ष	2024					
जिल्हा	रायगड					
तालुक्याचे नांव :	पनवेल					
गांवाचे नांव :	दापोली					
क्षेत्राचे नांव	Rural	सर्व्हे नंबर /न. भू. क्रमांक :				
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.						
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक चौ. मीटर	
4390	49400	-	-	-		
बांधीव क्षेत्राची माहिती						
मिळकतीचे क्षेत्र -	60.39चौ. मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव	
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय -	0 TO 2वर्षे	मूल्यदर/बांधकामाचा दर-	Rs.4390/-	
उद्भववाहन सुविधा -	आहे	मजला -	1st To 4th Floor			
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)					
	= ((49400-4390) * (100 / 100)) + 4390)					
	= Rs.49400/-					
मजला निहाय घट/वाढ	= 100% of 49400 = Rs.49400/-					
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र					
	= 49400 * 60.39					
	= Rs.2983266/-					
Applicable Rules :	3,18,19					
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + लागतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + तळघराचे मूल्य + मेझनाईन मजला क्षेत्र मूल्य + बंदिस्त बाल्कनी + स्वयंचलित वाहनतळ					
	= A + B + C + D + E + F + G + H + I + J					
	= 2983266 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0					
	= Rs.2983266/-					
	= ₹ एकोणतीस लाख ज्याऐशी हजार दोन शें सहासष्ट /-					

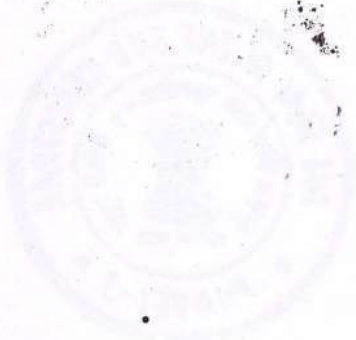


Home

Print



प व ल - ३	
2008	2024
2 / AEO	





CHALLAN
MTR Form Number-6



GRN	MH015527737202425E	BARCODE	Date		03/02/2025-19:52:58	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)	AQCPP2233J		
Location	RAIGAD			Full Name	BADAL PATNAIK AND ONE		
Year	2024-2025 One Time			Flat/Block No.	FLAT NO 303 A WING 3RD FLOOR MATRIX		
Account Head Details	Amount In Rs.	Premises/Building	LANDMARK PLOT NO 67 68				
0030046401 Stamp Duty	360000.00	Road/Street	SECTOR NO 08 NODE PUSHPAK DAPOLI TAL PANVEL DIST RAIGAD				
0030063301 Registration Fee	30000.00	Area/Locality	DAPOLI				
		Town/City/District					
		PIN	410206				
		Remarks (If Any)	PAN2=ABLFM6041R--Second Party Name=MATRIX INFRA-CA=6000000--Marketval=0				
		Amount In	Three Lakh Ninety Thousand Rupees Only				
Total	3,90,000.00	Words					
Payment Details	IDBI BANK			FOR USE IN RECEIVING BANK			
Cheque/DD Details	Bank CIN	Ref. No.	69103332025020319886	2912868290			
Cheque/DD No.	Bank Date	RBI Date	03/02/2025-19:53:42	Not Verified with RBI			
Name of Bank	Bank-Branch	IDBI BANK					
Name of Branch	Scroll No.	Date	Verified with Scroll				

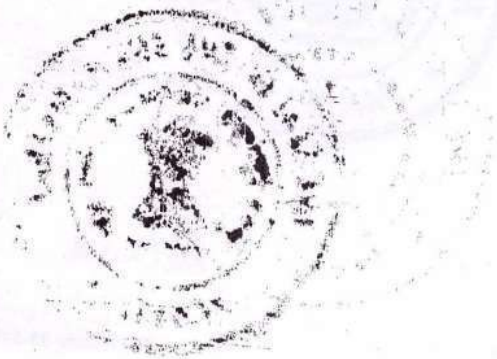
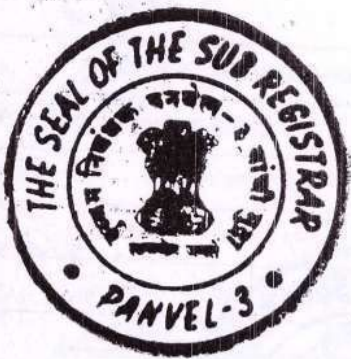
पवल - 3
2008 2024
302/480

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar Office only. Not valid for unregistered document.
सदर चलन केवल दुयम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी केलेल्या दस्तासाठी सदर चलन लागू नाही.



Badal Patnaik

प व ल - ३	
2008	2024
8/1980	





CHALLAN
MTR Form Number-6



GRN	MH015527737202425E	BARCODE	03/02/2025-19:52:58	Date	03/02/2025-19:52:58	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)	AQCPP2233J		
Location RAIGAD				Full Name	BADAL PATNAIK AND ONE		
Year 2024-2025 One Time				Flat/Block No.	FLAT NO 303 A WING 3RD FLOOR MATRIX		
Account Head Details		Amount In Rs.	Premises/Building	LANDMARK PLOT NO 67 68			
0030046401	Stamp Duty	360000.00	Road/Street	SECTOR NO 08 NODE PUSHPAK DAPOLI TAL PANVEL DIST RAIGAD			
0030063301	Registration Fee	30000.00	Area/Locality	DAPOLI			
				Town/City/District			
				PIN	4	1	0 2 0 6
				Remarks (If Any)	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p>पवल - ३</p> <p>2008 2024</p> <p>4/1960</p> </div>		
				PAN2=ABLFM6041R~SecondPartyName=MATRIX			
				INFRA~CA=6000000~Marketval=0			
Total		3,90,000.00	Amount In	Three Lakh Ninety Thousand Rupees Only			
			Words				
Payment Details IDBI BANK				FOR USE IN RECEIVING BANK			
Cheque/DD Details				Bank CIN	Ref. No.	69103332025020319886	2912868290
Cheque/DD No.				Bank Date	RBI Date	03/02/2025-19:53:42	Not Verified with RBI
Name of Bank				Bank-Branch	IDBI BANK		
Name of Branch				Scroll No. , Date	Not Verified with Scroll		

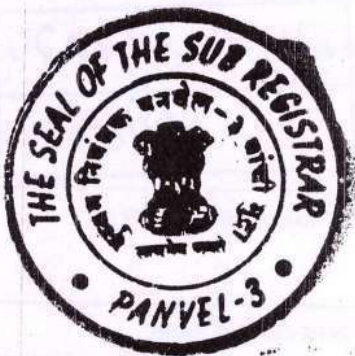
Department ID : 9987520570
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered documents.
 सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी केन वयाच्या दस्तांसाठी सदर चलन लागू नाही.



Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Defacement Amount
1	(IS)-398-2794	0008600934202425	04/02/2025-14:32:33	30000.00
2	(IS)-398-2794	0008600934202425	04/02/2025-14:32:33	360000.00
Total Defacement Amount				3,90,000.00

प व ल - ३
2028/2024
६/१६०



Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0225036921309	Date 03/02/2025
Received from M, Mobile number 7977482090, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Panvel 2 of the District Raigarh.	
Payment Details	
Bank Name SBIN	Date 03/02/2025
Bank CIN 10004152025020320081	REF No. CHS4090849
This is computer generated receipt, hence no signature is required.	

प व ल - ३
 2000/- 2024
 03/02/2025
 0 / 980

Badal P. Patil

Ketkar

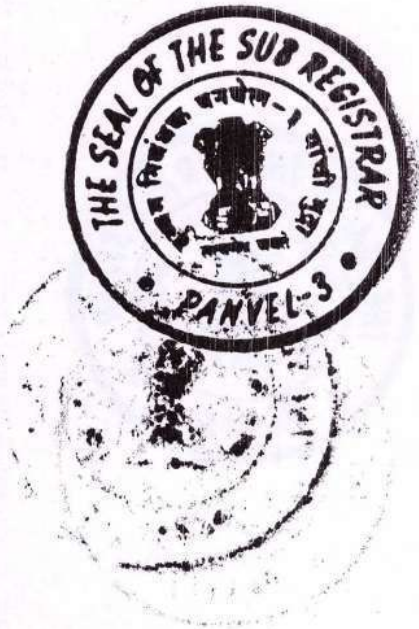


Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0225034721329	Date 03/02/2025
Received from M, Mobile number 7977482090, an amount of Rs.1200/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Panvel 2 of the District Raigarh.	
Payment Details	
Bank Name SBIN	Date 03/02/2025
Bank CIN 0004152025020320099	REF No. CHS4091008
This is computer generated receipt, hence no signature is required.	

प्रवर्तक
21068 2024
C/480

Badal Khatu

Rehman



Badal Patnaik

Patnaik

AGREEMENT

[Signature]

ARTICLES OF AGREEMENT made at Panvel this 04th day of Feb, 2025 BETWEEN,

M/s. **MATRIX INFRA** (holding its PAN No. ABLFM6041R), a Partnership Firm registered under the provisions of Partnership Act, 1932, having its registered Office at Office no. B/603, Shelton Sapphire, Plot no.18 & 19, Sector-15, near Sessions Court, CBD-Belapur, Navi Mumbai – 400614, through its authorized Partner/s **Mr. JAYANTILAL RAMJI MASURIA** (PAN No. AGYPM9959L), hereinafter referred to as the “**PROMOTERS**” (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include partners for the time being of the said firm, the survivor(s) of them and the heirs, executors, administrators and assigns of the last surviving partner) of the **FIRST PART**.

पत्र - 3	
2008	2024
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AND

1) **Mr. MADAN HADKU BHAGAT** (PAN No. BRMPB2648K), (Aadhaar No. 3419 8048 0789), an adult, Indian Inhabitant, having his address at House no. 222K, situate at Varche, Owale, Post-Pargaon, Taluka Panvel, District Raigad – 410 206, 2) **Mr. VASANT HADKU BHAGAT** (PAN No. CEDPB5847K), (Aadhaar No. 9306 8142 9268), an adult, Indian Inhabitant, having his address at Varche, Owale, Post-Pargaon, Taluka Panvel, District Raigad – 410 206 and 3) **Mr. SHYAM HADKU BHAGAT** (PAN No. BPCPB2518G), (Aadhaar No. 4620 3531 6744), an adult, Indian Inhabitant, having his address at House no. 455, situate at Bhaghatwadi, Post-Sukapur, Taluka Panvel, District Raigad – 410 206, hereinafter collectively referred to as the “**CO-PROMOTERS**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include their respective heirs, administrators and permitted assigns) of the **SECOND PART**.

AND

Mr. BADAL PATNAIK Aged about 48 years, Indian Inhabitant/s (Pan No. AQCP02133J), (Aadhaar No. 8085 1055 8166), AND **Mrs. KALPANA PATNAIK** Aged about 42 years, Indian Inhabitant/s, (Pan No. DMHPP3545P), (Aadhaar No. 9395 4073 5149), residing at: **404, Shikha CHS, Plot No- 04, Sector- 06, Ghansoli, Navi Mumbai, Maharashtra- 400701** hereinafter referred to as “**THE PURCHASER/S/ ALLOTTEE/S**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his/her/their heirs, administrators and permitted assigns) of the **THIRD PART**.



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Badal Patnaik

Patnaik

WHEREAS:

1. The City and Industrial Development Corporation of Maharashtra Limited is a Government Company within the meaning of the Companies Act, 1956, (hereinafter referred to as "The Corporation/CIDCO Ltd") 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 sec. (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No. XXXVIII of 1966, hereinafter referred to as 'the said Act') for the New Town of Navi Mumbai by Government of Maharashtra in the exercise of its powers of the area designated as Site for New Town under sub-section (1) of Section 113 of the said Act.

2. The State Government has acquired land 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 provisions of Sec.113 of the said Act.

3. By virtue of being the Development Authority, the Corporation has been empowered under Section 118 of the said Act to dispose of any land acquired by it or vested into it in accordance with the proposal approved by the State Government under the said Act.

4. By an Agreement to Lease dated 18-02-2021 executed between CIDCO Ltd. and Tukaram Balaram Patil and 36 Ors (hereinafter collectively referred to as the said First Original Licensees), the CIDCO Ltd. has granted the said First Original Licensees, license to enter upon all that pieces and parcel of land known as Plot No. 67, Sector- 8, Node Pushpak (Dapoli) under CIDCO's 22.5% Scheme, admeasuring 1580 Square meters or thereabouts (hereinafter referred to as the **said First Plot**), for such lease premium and upon such terms and conditions as mentioned in the said Agreement to Lease. The said Agreement to Lease is registered with the Sub-Registrar of Assurances under Serial No. PVL-5-2922-2021 dated 26-02-2021.

5. By a Tripartite Agreement dated 28-07-2021 executed between CIDCO Ltd., the said First Original Licensees and the Promoters herein, the said First Original Licensees have agreed to sell, transfer and assign all their rights, title and interest in respect of the said First Plot to the Promoters herein and the CIDCO Ltd. agreed to accept and substitute the Promoters herein as the New Licensee for the said First Plot upon such terms and conditions as mentioned therein. The said Tripartite Agreement is registered with the Sub-Registrar of Assurances under Serial No. PVL-3-12147-2021 dated 02-08-2021.

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6. The CIDCO Ltd., vide its letter bearing reference no. CIDCO/AMUBHUVABHUA (NMIA)VASAHAT-22.5%/Owale-184/2021/1336 dated 21-09-2021, has substituted the Promoters herein as the New Licensee instead and in place of the said First Original Licensees and at the request of the said First Original Licensees, the CIDCO Ltd. has transferred the said First Plot admeasuring 1580 Square meters in favour of the Promoters herein, upon such terms & conditions as mentioned therein and upon such terms & conditions as mentioned therein.

7. By an Agreement to Lease dated 11-02-2022 executed between CIDCO Ltd. and 1) Shri. Madan Hadku Bhagat, 2) Shri. Vasant Hadku Bhagat, and 3) Shri. Shyam Hadku Bhagat (the Co-Promoters herein) along with 4) Smt. Chandrabhaga alias Sangeeta Rambhau Chaudhari, an adult, Inhabitant, having her address at Post- Shirdhon, Taluka Panvel, District Raigad – 410 221, 5) Smt. Lalita Rajendra Gharat, an adult, Inhabitant, having her address at House no. 436, situate at Varche Owale, Post- Pargaon, Taluka Panvel, District Raigad – 410 206 and 6) Smt. Lilabai Maruti Chaudhari, an adult, Inhabitant, having her address at Shivkar, Post- Chkhale, Taluka Panvel, District Raigad – 410 221 (hereinafter collectively referred to as the said Second Original Licensees), the CIDCO Ltd. has granted the said Second Original Licensees license to enter upon all that pieces and parcel of land known as Plot No. 68, Sector-7 Node Pushpak (Dapoli) under CIDCO's 22.5% Scheme, admeasuring 1610 Square meters or thereabouts (hereinafter referred to as the said **Second Plot**), for such lease premium and upon such terms and conditions as mentioned in the said Agreement to Lease. The said Agreement to Lease is registered with the Sub-Registrar of Assurances under Serial No. PVL-2-2267-2022 dated 15-02-2022.

8. By a Tripartite Agreement dated 22-06-2022 executed between CIDCO Ltd., the said Second Original Licensees and the Promoters herein, the said Second Original Licensees have agreed to sell, transfer and assign 50% of their undivided share (i.e. **805 Square meters**) in respect of the said Second Plot admeasuring 1610 Square meters to the Promoters herein, upon such terms and conditions as mentioned therein. The said Tripartite Agreement is registered with the Sub-Registrar of Assurances under Serial No. PVL-2-8946-2022 dated 22-06-2022.

9. The CIDCO Ltd., vide its letter bearing reference no. CIDCO/ VASAHAT-22.5%/OW A-185+PAD-168/2022/1873 dated 19-07-2022, has transferred 50% of the undivided share (i.e., **805 Square meters**) of the said Second Original Licensees in respect of the said Second Plot admeasuring 1610 Square meters in favour of the Promoters herein upon such terms & conditions as mentioned therein and upon such terms & conditions as mentioned therein.



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10. In the above circumstances, the said Second Plot shall be jointly held by the Promoters herein and the said Second Licensees. Thus, the CIDCO Ltd. has substituted the Promoters herein along with the said 1) Shri. Madan Hadku Bhagat, 2) Shri. Vasant Hadku Bhagat, 3) Shri. Shyam Hadku Bhagat (the Co-Promoters herein), 4) Smt. Chandrabhaga alias Sangeeta Rambhau Chaudhari, 5) Smt. Lalita Rajendra Gharat and 6) Smt. Lilabai Maruti Chaudhari jointly as the New Licensees in respect of the said Second Plot.

11. Upon the application of the Promoters herein and upon the payment of necessary charges for amalgamation, a Modified Agreement dated 17-11-2022 was executed between CIDCO Ltd. and the Promoters herein and said Second Original Licensees for the purpose of effective amalgamation of the said First Plot and the said Second Plot aggregately admeasuring **3189.27 Square meters** upon such terms and conditions as are mentioned therein. The amalgamated plot, i.e., the said First Plot and the said Second Plot aggregately admeasuring **3189.27 Square meters** is hereinafter collectively referred to as the "**said Plot**" and which is

more particularly described in the First Schedule hereunder written. The said Modified Agreement is registered with the Sub-Registrar of Assurances under Serial No. PVL-3-19358-2022 dated 17-11-2022.

12. Pursuant thereto, CIDCO Ltd., by its Order dated 29-11-2022 bearing ref. no. CIDCO/AMUBHUVABHUA(NMIA)/AMALGAMATION/VASAHAT/2022/3957, recorded the amalgamation of the said First Plot and the said Second Plot under the said Modified Agreement dated 17-11-2022 in favour of the Promoters herein and 1) Shri. Madan Hadku Bhagat, 2) Shri. Vasant Hadku Bhagat, 3) Shri. Shyam Hadku Bhagat (the Co-Promoters herein), 4) Smt. Chandrabhaga alias Sangeeta Rambhau Chaudhari, 5) Smt. Lalita Rajendra Gharat and 6) Smt. Lilabai Maruti Chaudhari jointly.

The promoters for self and on behalf of the Second Original Licensee, through their Architectural ESTIMATION ARCHITECTURE INTERIOR DESIGNS, having its Office address at 42 & 14, Great Eastern Summit – B, Plot no. 66, Sector-15, CBD Belapur, Navi Mumbai – 400 614, have prepared and submitted to CIDCO Ltd. and other authorities the initial building plans, specifications and designs for the said Plot by presently utilizing the permissible FSI on the said Plot by proposing to construct Building/s consisting of Basement + Ground + upper Floors on the said Plot. The CIDCO Ltd. has sanctioned the building plans, specifications and designs submitted by the Promoters and granted its Development permission and Commencement Certificate, vide its letter dated 13-03-2023, having reference no. CIDCO/BP-18360/TPO(NM & K)/2023/10492 read with Corrigendum dated 08-05-2023 having reference no. CIDCO/BP-18360/TPO(NM & K)/2023/4815, to construct a Building comprising of 2 (Two) Wings, namely Wing A and Wing B, each Wing consisting of 1 Basement Level + Ground Floor + 1 Parking Floor + 5 upper Floors (hereinafter referred to as the said Layout). The copies of the



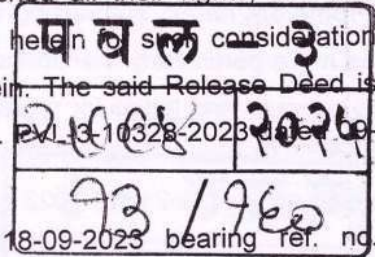
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said Commencement Certificate dated 13-03-2023 and Corrigendum dated 08-05-2023 issued by CIDCO Ltd. are annexed hereto and marked **Annexure "A (Colly)"**.

14. Subsequent thereto, by a Release Deed dated 07-06-2023 executed between 1) Chandrabhaga alias Sangeeta Rambhau Chaudhari, 2) Lalita Rajendra Gharat and 3) Lilabai Maruti Chaudhari (as the Releasers therein) and the Co-Promoters herein (as the Releasees therein), the said 1) Chandrabhaga alias Sangeeta Rambhau Chaudhari, 2) Lalita Rajendra Gharat and 3) Lilabai Maruti Chaudhari released and relinquished all their rights, title and interest in respect of the said Second Plot to the Co-Promoters herein for such consideration and upon such terms and conditions as are mentioned in therein. The said Release Deed is registered with the Sub-Registrar of Assurances under Serial No. PVL-3-10328-2023 dated 06-06-2023.



15. Pursuant thereto, CIDCO Ltd., by its Letter dated 18-09-2023 bearing ref. no. CIDCO/AMUBHUVABHUA(NMIA)/VASAHAT/22.5%/OWA+PAD-184+185+168/2023/2891, recorded the release under the said Release Deed dated 07-06-2023 in respect of all their rights, title and interest in the said Second Plot in favour of the Co-Promoters herein.

16. In the above circumstances, the Promoters herein and the Co-Promoters herein are jointly entitled to the said Plot aggregately admeasuring 3189.27 Square meters as the Licensees therein, out of which, the Promoters herein are entitled to 2384.27 Square meters (entire area i.e., 1580 Square meters of the said First Plot along with 50% of the undivided share, i.e., 805 Square meters of the said Second Plot) and the Co-Promoters herein are entitled to 805 Square meters (balance 50% of the undivided share of the said Second Plot).

17. By a Development Agreement dated 06-12-2023 executed between the Co-Promoters herein and the Promoters herein, the Co-Promoters have agreed to grant the development rights in respect of the said Plot to the Promoters and the Promoters herein have agreed to develop the said Plot by constructing Buildings/ thereon for such consideration and upon such terms and conditions as mentioned therein. The said Development Agreement is registered with the Sub-Registrar of Assurances under Serial No. PVL-3- 21441-2023 on 06-12-2023.



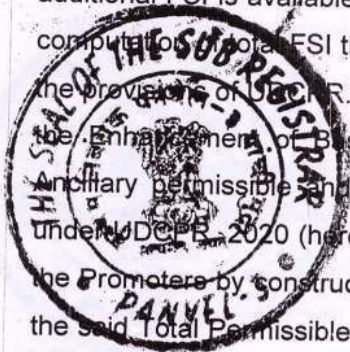
18. As per the terms of the aforesaid Development Agreement, the Co-Promoters herein have identified and numbered specifically the Flats/ Shops to be constructed on the said Plot which are coming to the share of each of the Co-Promoters respectively as specified therein (hereinafter referred to as the "said Co-Promoter's entitlement") with each of them respectively having the rights to alienate or encumber such Flats/Shops forming part of their respective entitlement. Further, all the balance Flats/ Shops/ Premises to be constructed on the said Plot shall come to the exclusive share of the Promoters as specified therein (hereinafter referred to as the "said Promoter's entitlement") with Promoters having the rights to alienate or encumber such Flats/Shops/ Premises forming part of the said Promoter's entitlement. The Flat/Shop/Premises hereby agreed to be sold is from and out of the said Promoter's entitlement

and consequently all financial dealings of and pertaining to this Agreement upto the stage of handing over of possession of the flat /shop/ premises shall be done by Purchasers herein exclusively with the Promoters herein. Consequently, wherever context permits, reference hereunder to the Promoters shall mean and refer only to the Promoters and to the exclusion of the Co-Promoters in respect of Agreements for Sale of flats / shops from and out of the said Promoter's entitlement.

19. As mutually agreed between the Promoters and Co-Promoters herein, the Co-Promoters herein have executed an Irrevocable Power of Attorney dated 06-12-2023 in favour of the Promoters herein authorizing the Promoters herein to do such acts, deeds, matters and things as more particularly mentioned in the said Power of Attorney including the power and authority to execute and lodge for registration this Agreement for and on the behalf of the Co-Promoters herein. The said Power of Attorney is registered with the Sub-Registrar of Assurances under the serial no. PV/03-21442-2023 dated 06-12-2023.

20. In the above circumstances, the Promoters are entitled to develop the said Plot by constructing Residential cum Commercial Building as per the Building plans sanctioned by the concerned Authority.

21. The Promoters shall presently construct a Residential cum Commercial Building comprising of 2 (Two) Wings, namely Wing A and Wing B, each Wing consisting of 1 Basement Level + Ground Floor + 1 Parking Floor + 5 upper Floors in accordance with the sanctioned Building plans under the said Commencement Certificate dated 13-03-2023 read with Corrigendum dated 08-05-2023. However, as per the new Unified Development Control and Promotion Regulation (UDCPR) which has already come into effect from 03/12/2020, an additional FSI is available over & above the present base FSI available on the said Plot and the computation of total FSI that shall be permissible for construction on the said Plot is done as per the provisions of UDCPR. Accordingly, the total permissible FSI including Base FSI together with the Enhancement of Base FSI (if any), additional premium FSI and/or TDR and additional Ancillary permissible and such other FSI/ benefits that shall be permissible on the said Plot under UDCPR, 2020 (hereinafter referred to as the "Total Permissible FSI") shall be utilized by the Promoters by constructing additional Floors/Flats/ Shops in the said Building. Thus, to utilize the said Total Permissible FSI on the said Plot, the Promoters, through the said Architects, shall submit the revised building plans in respect of the said Plot for eventually constructing a Building comprising of 2 (Two) Wings, each Wing consisting of with 1 Basement Level + Ground Floor + 1 Parking Floor + 11 upper Floors as shall be permissible on the said Plot (hereinafter referred to as the said Entire Layout) by utilizing the full potential of the said Plot by the way of utilizing Enhancement of Base FSI (if any), additional Premium FSI and/or TDR and additional Ancillary permissible and such other FSI/ benefits that shall be permissible on the said Plot under UDCPR, 2020 and obtain the Amended Commencement Certificate for utilizing such additional



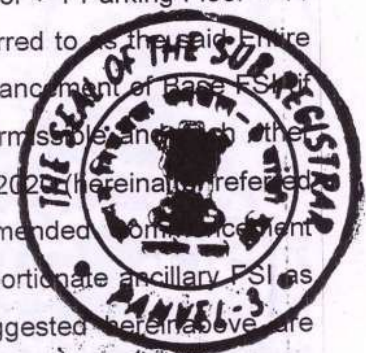
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FSI and/or TDR along with proportionate ancillary FSI as shall be permissible on the said Plot. The Purchaser/s is/are informed and is/are aware and the Purchaser/s hereby accept/s that the Promoters are free and entitled to amend and/or modify the said plans and add additional Flats/ Shops/ premises/, floors to the said Building/s or alter the user of any of the present users into any other permissible user as may be possible and permissible. Provided however the same does not in any manner prejudicially alter the plan and specifications of the Premises agreed to be purchased by the Purchaser/s herein. The Promoters herein have informed the Purchaser/s herein that the Promoters herein are proposing to raise the height of the said Building by constructing 6 (six) additional Floors in both the Wings (with a total of 11 Floors) in accordance with the revised Building Plans that shall be sanctioned for the said Building and the Purchaser/s herein, by signing this Agreement, accept/s the construction of such additional 6 (Six) Floors by the Promoters herein.

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22. The Purchaser/s is/are informed and is/are aware and the Purchaser/s hereby accept/s that as per the proposed revised Building plans, the Promoters shall (i) construct additional Floors above 6th Floor comprising of Residential Flats in the said Building and (ii) carry out such additional changes as shall be required and approved by CIDCO Ltd./Concerned Authority as shall be required for the betterment of the Project and which are approved by CIDCO Ltd. in the said Building/ Project The Purchaser/s is/are further informed and is/are aware and the Purchaser/s hereby accept/s that the Building shall eventually construct a Building comprising of 2 (Two) Wings, each Wing consisting of with 1 Basement + Ground Floor + 1 Parking Floor + 11 upper Floors as shall be permissible on the said Plot (hereinafter referred to as the said Entire Layout) by utilizing the full potential of the said Plot by the way of Enhancement of Base FSI (if any), additional premium FSI and/or TDR and additional Ancillary permissible and other FSI/ benefits that shall be permissible on the said Plot under UDCPR, 2025 (hereinafter referred to as the **Proposed Additional Construction**) and obtain the Amended Commencement Certificate for utilizing such additional FSI and/or TDR along with proportionate ancillary FSI as shall be permissible on the said Plot. The proposed changes suggested hereinabove are provisional and tentative changes. Provided however the proposed changes shall not in any manner prejudicially alter the plan and specifications of the Premises agreed to be purchased by the Purchaser/s herein. The Promoters herein have informed the Purchaser/s herein that the Promoters herein are proposing to raise the height of the said Building by constructing 6 (six) additional Floors in both the Wings (with a total of 11 Floors) in accordance with the revised Building Plans that shall be sanctioned for the said Building and the Purchaser/s herein, by signing this Agreement, accept/s the construction of such additional 6 (Six) Floors by the Promoters herein.



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23. The Promoters have also appointed "B. S. SUKTHANKAR & ASSOCIATES" having its Office address at 412, Vardhaman Market, Plot no.75, Sector-17, Vashi, Navi Mumbai - 400705, as RCC Consultants and have entered into standard Agreement for carrying out the construction of the said Building/s and also have entered into standard agreement with the Architect for preparing plans of the said Building/s.

24. The said Plot is earmarked for the purpose of building a Residential cum Commercial Building comprising of 2 (Two) Wings, namely Wing A and Wing B, each Wing consisting of 1 Basement Level + Ground Floor + 1 Parking Floor + 11 upper Floors whereby, (i) Basement Level shall be reserved for Car Parking (ii) Ground Floor shall be partly reserved for Shops and partly reserved for Car Parking and Entrance Lobby, (iii) First Floor (Parking Floor) shall be reserved for Car Parking, (iv) Second Floor shall be partly reserved for proposed Amenities and partly reserved for Residential Flats and (v) Third Floor onwards shall be reserved for Residential Flats (hereinafter referred to as the said **Entire Layout**) by utilizing the said Total Permissible FSI on the said Plot in the Project known as "**MATRIX LANDMARK**" (hereinafter referred to as the said Building/ Project).

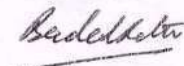
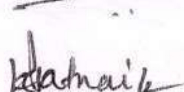
25. The Promoters have registered the said Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at Mumbai on **31/04/2024** under registration no. **P52000054565**. The copy of the Certificate of Registration of the Project is annexed hereto and marked as **Annexure "B"**.

26. The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters will develop the said Plot by constructing Building/s to be used for Residential and Commercial purpose and as per the sanctioned plans, with such modifications thereto as the Promoters may from time to time determine and as may be approved by the concerned local bodies and/or authorities. The Schedule of the said development will also be determined by the Promoters at their own discretion.

27. The Purchaser/s and/or have seen the approved plans as prepared by the Architect and the Purchaser/s is/are aware that the Promoters may change the said building plans from time to time and/or as may be required by CIDCO Ltd. and/or all other concerned authorities while giving the approval to the same and/or at any time and from time to time thereafter. A Layout Plan of the said Plot is annexed hereto and marked as **Annexure "C"**.

28. The Promoters have now commenced construction of the Building on the said Plot in accordance with the sanctioned plans as per Commencement Certificate dated 13-03-2023. The Promoters shall continue the development of the said Plot in accordance with such further development permission and Commencement Certificate. As per the terms & conditions of the said Agreement to Lease, the Promoters are desirous of selling Premises in the said building project which is intended to be named as "**MATRIX LANDMARK**" or will have such name as the



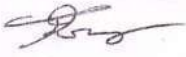
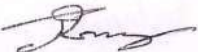




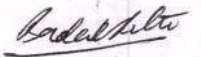
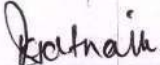
Promoters may decide. The Purchaser/s has/have, after understanding the manner in which the development of the said Plot shall be completed by the Promoters, agreed to purchase from the Promoters a Flat in the said Project for such consideration and upon such terms and conditions as appearing hereinafter.

29. The Report on Title issued by Adv. Abhimanyu H Jadhav, has been seen and inspected by the Purchaser/s and a copy thereof has been annexed hereto and marked as **Annexure "D"**. The Purchaser/s has/have, also prior to the execution of this Agreement, for himself/herself satisfied about the right and title of the Promoters to the said Plot, the right of the Promoters to develop the said Plot and to construct the said building on the said Plot, more particularly described in the First Schedule hereunder written. The Purchaser/s, by virtue of his/his/their having executed this Agreement, is/are deemed to have accepted the title of the Promoters to the said Plot as clear & marketable and no further requisition or objection shall be raised upon it in any matter relating thereto.

30. On satisfying himself/herself/themselves about the plans and after the perusal of various deeds and documents, specifically referred to herein above and after satisfying himself/herself/themselves as regards the other terms and conditions including the Title of the Promoters to the said Plot, the Purchaser/s hereby agree/s to purchase **Flat No. 303, A - Wing** on the **Third Floor**, admeasuring **54.90 Square Meters** (Carpet Area) or thereabouts in the Project/Building known as "**MATRIX LANDMARK**" to be constructed on the said Plot (hereinafter referred to as the said Premises and which is more particularly described in the Second Schedule hereunder written) for a total consideration of **Rs. 60,00,000/- (Rupees Sixty Lakhs Only)**. The Typical floor plan of the said Premises is annexed hereto & marked as **Annexure "E"**. The said Premises is forming the part of the said Promoter's development and is identified, earmarked & allotted to Promoters herein under the said Development Agreement dated 06-12-2023, hence the Promoters herein have full right and absolute authority to sell the said premises to the Purchaser/s. This carpet area is inclusive of unfinished wall surfaces and area under RCC Column and shear wall and other such structural members of the Premises in the Building on the said Plot being constructed thereof, as per the rules and regulations of Real Estate (Regulation and Development) Act, 2016.

31. The Promoters have further represented that as per the sanctioned Building plans, CIDCO Ltd. has sanctioned certain additional areas as permitted under UDCPR. The Certificate of the Architect detailing the aforesaid additional areas is annexed hereto and marked as **Annexure "F"**. The Promoters shall pay/ have paid the necessary premium/charges to CIDCO Ltd. for getting the sanction of the said additional areas from CIDCO Ltd. The aforesaid additional areas are fused to the said Premises. However, the Promoters have not charged any additional consideration for the aforesaid additional areas from the Purchaser/s. The Certificate

issued by the Architect certifying the said carpet area and the said additional area sanctioned by CIDCO Ltd. as mentioned herein above shall be final and binding on the parties hereto.

32. The Purchaser/s has/have seen and approved the Building and floor plan, and have understood the nature and quality of construction and fittings, fixtures, facilities and amenities to be provided in the said Premises as per the general specifications and amenities to be provided in the said Premises.

33. The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

34. Both the Promoters and the Purchaser/s, hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

35. Now both the parties are desirous of recording the terms and conditions of these presents so reached between them.

NOW IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. ACT AND RULES GOVERNING THE AGREEMENT:

This Agreement shall always be subject to the provisions contained in the Real Estate (Regulation and Development) Act, 2016 (RERA) or any amendment therein or re-enactment thereof, for the time being in force or any other provisions of law applicable from time to time and the rules framed there under. Under the provisions contained in the Real Estate (Regulation and Development) Act, 2016 the Promoters are the Promoters and all references herein shall be read and construed accordingly. The said Real Estate (Regulation and Development) Act, 2016 shall be hereinafter referred to as the "Act" and the Rules framed there under shall be referred to as the "Rules".

2. INSPECTION OF DOCUMENTS AND SITE VISIT:

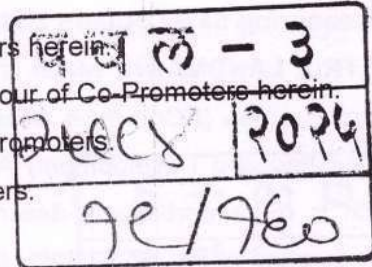
The Purchaser/s has/have inspected the Agreements, Sanctioned Plans and other relevant documents required to be given by the Promoter under the provisions of the Real Estate (Regulation and Development) Act, 2016 in respect of the said Plot and the Purchaser/s has/have visited the site of construction and made himself/herself/themselves familiar with the terms and conditions imposed by CIDCO Ltd. and other relevant authorities. The Purchaser/s has/have demanded and the Promoters have given to the Purchaser/s inspection of the following documents:

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- a i. Agreement to Lease dated 18-02-2021 in respect of said First Plot.
- ii. Tripartite Agreement dated 28-07-2021 in respect of said First Plot.
- iii. CIDCO's Final Order dated 21-09-2021 in respect of said First Plot.
- iv. Agreement to Lease dated 11-02-2022 in respect of said Second Plot
- v. Tripartite Agreement dated 22-06-2022 in respect of said Second Plot.
- vi. CIDCO's Final Order dated 19-07-2022 in respect of said Second Plot.
- vii. Modified Agreement dated 17-11-2022 in respect of said First Plot and Second Plot.
- viii. CIDCO's Amalgamation Order dated 29-11-2022 in respect of said First Plot and Second Plot.
- ix. Release Deed dated 07-06-2023 in favour of Co-Promoters herein.
- x. CIDCO's Letter dated 18-09-2023 recording release in favour of Co-Promoters herein.
- xi. Development Agreement dated 06-12-2023 in favour of Promoters.
- xii. Power of Attorney dated 06-12-2023 in favour of Promoters.
- xiii. Report on Title.
- xiv. All the other deeds and documents on uploaded on MahaRERA website
- xv. All other relevant documents, letters, papers and writings referred to herein.



b. All plans sanctioned by CIDCO Ltd. and other authorities, the designs, specifications, etc. submitted to CIDCO Ltd. and other authorities as required under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made thereunder, including the Commencement Certificate dated 13-03-2023 read with Corrigendum dated 08-05-2023.

c. The Purchaser/s has/have examined the foregoing Agreements and relevant documents, letters, papers and writings, inspection of which, the Promoters have given to him/her and got him/her/them satisfied.

d. The Purchaser/s bind/s himself/herself/themselves to adhere with terms and conditions of all documents/correspondence with CIDCO Ltd and other concerned authorities. All the liabilities pertaining to the above shall be borne and paid by the Purchaser/s as and when demanded by the CIDCO Ltd./other concerned authorities or the Promoters.

3. ADDITIONS AND ALTERATIONS:

The Promoters shall under normal conditions construct building/s on the said Plot in accordance with the said plans and specifications duly approved and sanctioned by CIDCO Ltd. and other concerned authorities. It is agreed that the Promoters shall, save as permissible under the Act and the Rules, not make any additions and alterations in the sanctioned plans, layout plans in respect of the said Premises, plot or building, as the case may be, without the previous written consent of the Purchaser(s)/Allottee(s). Provided however, in case if any change, additions, alterations in the layout plans are required by the sanctioning Authority, then such additions,

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alterations, shall be carried out without seeking any prior permission from the Purchaser(s)/Allottee(s) and the Purchaser(s)/Allottee(s) shall not challenge, dispute or raise any objection against the said changes in the sanctioned plans. Provided further that the Promoters may make such minor additions or alterations as may be required by CIDCO Ltd. /other concerned Authorities as per the provisions of the Real Estate (Regulation And Development) Act, 2016 or any other act, statute or law governing the development of the said Plot. The Promoters shall keep the said revised plans and specifications at the office of the Promoters for inspection of the Purchaser/s.

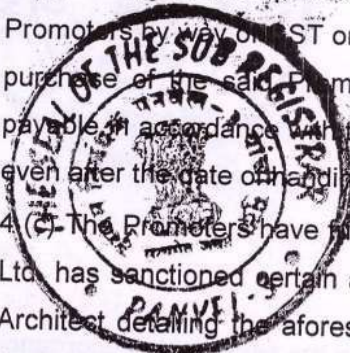
4. SALE OF PREMISES AND PAYMENT CONDITIONS:

4 (a) The Purchaser/s hereby agree/s to purchase **Flat No. 303, A- Wing** on the **Third Floor**, **admeasuring 54.90 Square Meters** thereabouts (Carpet Area) in the Building/Project known as **"MATRIX LANDMARK"** which is to be constructed on the said Plot and *pro rata* share in the common areas [{"**Common Areas**"}] as defined under clause (n) of Section 2 of Real Estate (Regulation and Development) Act, 2016] (hereinafter referred to as the **said Premises** and which is more particularly described in the Second Schedule hereunder written) for a total consideration of **Rs. 66,00,000/- (Rupees Sixty Lakhs Only)**. The said Premises is forming the part of the said Promoters entitlement and is identified, earmarked & allotted to Promoters herein under the said Development Agreement dated 06-12-2023, hence the Promoters herein have full right and absolute authority to sell the said Premises to the Purchaser/s herein and as mutually discussed and agreed between the Promoters and the Purchaser/s, the said total consideration shall be paid by the Purchaser/s to the Promoters as per the Payment Schedule annexed hereto and marked as **ANNEXURE "G"** (time being essence of the contract). The above consideration does not include various other charges, expenses more particularly mentioned in this Agreement and the same shall be paid by the Purchaser/s over and above the consideration mentioned herein on their respective due dates.

4 (b) The said total consideration excludes Taxes [consisting of tax paid or payable by the Promoters by way of ST or any other similar taxes which may be levied, in connection with the purchase of the said Premises and construction of the Project, payable by the Promoters] payable in accordance with the rules, regulations and notifications applicable at the relevant time even after the date of handing over the possession of the said Premises

4 (c) The Promoters have further represented that as per the sanctioned Building plans, CIDCO Ltd. has sanctioned certain additional areas as permitted under UDPCR. The Certificate of the Architect detailing the aforesaid additional areas is annexed hereto. The Promoters shall pay/ have paid the necessary premium/charges to CIDCO Ltd. For getting the sanction of the said additional areas from CIDCO Ltd. The aforesaid additional areas are fused to the said Premises. However, the Promoters have not charged any additional consideration for the aforesaid additional areas from the Purchaser/s. The Certificate issued by the Architect certifying the said

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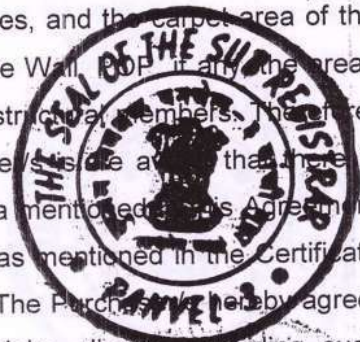
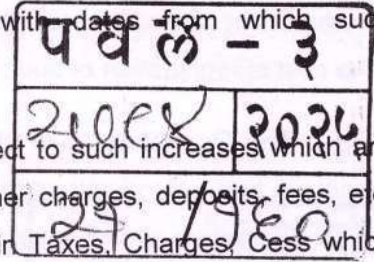
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carpet area and the said additional area sanctioned by CIDCO Ltd. as mentioned herein above shall be final and binding on the parties hereto.

4 (d) The Promoters shall periodically give intimation to the Purchaser(s)/Allottee(s), on the amount payable as stated in Clause 4(a) above and the Purchaser(s)/Allottee(s) shall make payment within 15 (Fifteen) days from the date of such written intimation. In addition, the Promoters shall provide to the Purchaser(s)/Allottee(s) the details of the taxes payable or demanded along with the acts/rules/notifications together with ~~the~~ dates from which such taxes/levies, etc. have been imposed or become effective.

4 (e) The said total consideration is mutually agreed and subject to such increases which are due to increase on account of development charges or any other charges, deposits, fees, etc. payable to the competent authority and/or any other increase in Taxes, Charges, Cess which may be levied or imposed by the competent authority from time to time. The Promoter agrees that while raising a demand on the Purchaser(s)/Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoters shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser(s)/Allottee(s), which shall only be applicable on subsequent payments.

4 (f) The Carpet area of the said Premises is in accordance with the definition of the Carpet area as per the Real Estate (Regulation and Development) Act, 2016. Further, the Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the carpet area mentioned in this Agreement is on the basis of unfinished internal wall surface, area under RCC Column and shear wall and other such structural members of the premises, and the carpet area of the said Premises upon completion shall include the plastering on the Wall, POP if any, the areas under the wall and under RCC columns, shear walls and other structural members. Therefore, the Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that there is likelihood that there can be some discrepancy in the Carpet area mentioned in this Agreement and the final carpet area of the said Premises upon completion as mentioned in the Certificate issued by the Architect shall be final and binding on the parties. The Purchaser/s hereby agree, declare, confirm and undertake not to raise any objection, claim, dispute regarding such discrepancy in respect of the said carpet area. The Promoters shall confirm the final carpet area that has been allotted to the Purchaser(s)/Allottee(s) after the construction of the Building/s is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. If there is any reduction in the carpet area within the defined limit, the total price payable for the carpet area shall be recalculated upon receiving the net carpet area statement for the said Premises from the Project Architect. In case there is any reduction in carpet area, subject to the permissible variation cap of three percent, then Promoters shall refund the excess money paid by Purchaser(s)/Allottee(s) within the time



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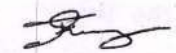
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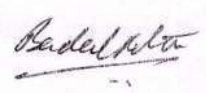
prescribed in law and if there is any increase in the carpet area allotted to Purchaser(s)/Allottee(s), the Promoters shall demand the increased consideration from the Purchaser(s)/Allottee(s) in the immediate next milestone of the Payment Schedule. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 4(a) herein. It is agreed between the parties hereto that in case of increase or reduction in carpet area, both the Promoters and the Purchaser/s shall execute a Deed of Rectification or any other appropriate document wherein the said new carpet area of the said Premises shall be mentioned along with such other additions and alterations to this Agreement as shall be required by the Promoters in accordance with the said the Real Estate (Regulation And Development) Act, 2016. The cost of registration of such Deed of Rectification shall be borne by the Purchaser/s alone.

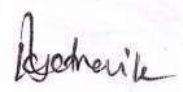
4 (g) The Promoters have also informed the Purchaser/s categorically and the Purchaser/s has/have agreed/understood that all the rules and regulations governing the sale of Flats / Shops by the Promoters and/or development of the said Plot by the Promoters and this Agreement shall be governed by Rules and Regulations under Real Estate (Regulation and Development) Act, 2016.

4 (h) The Purchaser/s hereby agree/s, declare/s and confirm/s with the Promoters that at the time of execution of this Agreement, the Purchaser/s shall deposit the entire TDS presently applicable at 1% of the total consideration or such amount of TDS as shall be applicable from time to time and deposit the same with the concerned authorities under Income Tax Department and the Purchaser/s shall file the necessary return of such TDS with the Income Tax authorities within the stipulated period under the Income Tax Act, 1961 and shall also issue the TDS Certificate to the Promoters within the stipulated period. The Permanent Account Number (PAN) of the Promoter is **ABLEM6041R** and the Purchaser/s shall deposit the TDS in the said PAN No. and shall complete all procedures accordingly. NOTWITHSTANDING anything contained herein, it is specifically agreed by the Purchaser that the Purchaser shall be entitled to get the credit of the TDS deducted by him/her from only if the Promoters are entitled to get the credit from the Income Tax Department of such TDS amount paid by the Purchaser/s. Provided however, if no credit is available to the Promoters, then the same shall be reimbursed by the Purchaser/s. In case if there is any additional TDS required to be deducted (in addition to the TDS already deducted), then the Purchaser/s shall deduct the same as and when required under law and the conditions mentioned above in this Clause shall be applicable for the additional TDS so deducted.

4 (i) At the request of Purchaser/s, the Promoters have agreed to reserve for the Purchaser/s a covered/ Stilt/ Stack Car Parking Space/s bearing no situated at Basement and/ or stilt and/ or podium being constructed in the layout for the consideration of **Rs. NIL**.





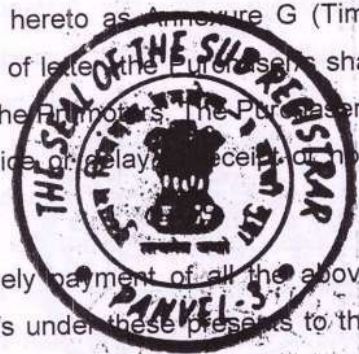
5. MODE OF PAYMENT:

The payment of all the above installments will be accepted by Cheque/Demand Draft/Pay Order/NEFT/RTGS only and as per the Payment Schedule annexed hereto. The Cheque/s or Demand Draft or Pay Order should be drawn in favour of: **MATRIX INFRA Current Account No. 777705500566**, with **ICICI Bank Ltd., Seawoods Branch, IFSC: ICIC0000957** and shall be sent to the administrative office of Promoters at Office no. B/603, Shelton Sapphire, Plot no.18&19, Sector-15, near Sessions Court, CBD-Belapur, Navi Mumbai – 400614 either by hand delivery or by Registered A/D or by Courier (Acknowledgement Due in all types of deliveries). In case if the Purchaser/s has/have made the payment by NEFT or by RTGS, then immediately upon the Purchaser/s making such payment to the Promoters designated account, the Purchaser/s shall intimate to the Promoters the UTR Number, bank details and such other details as shall be required by the Promoters to identify and acknowledge the receipt of the payment by the Promoters. In case, if the Promoters desires to receive further payments of balance installments, favouring certain other Bank Account of the Promoters, then and in that event, the Promoters shall specifically mention the new Bank Account in the Installment Demand Letter that shall be addressed to the Purchaser/s. Thereafter, the Purchaser/s shall himself/herself/themselves or cause his/her/their financial institution to draw the Cheque/s or Demand Draft or Pay Order favouring the said new Bank Account.

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6. TIMELY PAYMENT OF THE INSTALLMENTS:

6(a) The Promoters shall give a Notice to the Purchaser/s intimating the Purchaser/s about the amount of the installment or the balance amount payable by the Purchaser/s to the Promoters in accordance with the Payment Schedule annexed hereto as Annexure G (Time being essence of the contract) and within 15 days from the date of letter the Purchaser/s shall pay the amount of the said installment or the balance amount to the Promoters. The Purchaser/s will not hold the Promoters responsible for delay in postal service or delay in receipt or non-receipt of the said Notice.



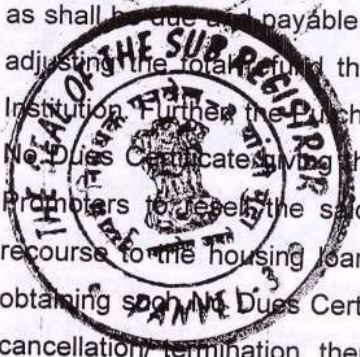
6(b) Both the parties hereby agree with each other that timely payment of all the above installments and every other amount payable by the Purchaser/s under these presents to the Promoters shall be the essence of this contract. Both the Promoters and the Purchaser/s has/have mutually agreed that the Purchaser/s shall be liable and responsible to pay all the installments payable for the purchase of the said Premises and other charges payable under this Agreement on their respective due dates without committing any delay, defaulter demur. The payment of any installments on the respective due date is essence of contractual shall be governed as per the terms of this Agreement. Notwithstanding the Schedule of payments mentioned in this Agreement if the Purchaser/s mixed any advance payment or additional payment not due at the time or receipt of this payment then any such advance shall be adjusted in the immediate next installment. No interest /compensation /rebate / adjustment shall be

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paid/made by the promoter for such advance payment made by the Purchaser/s or by housing finance companies/bank etc. on behalf of Purchaser/s. In case if the Purchaser/s has/have obtained/shall obtain from any Bank/NBFC or Money Lenders finance/Loan on the said Premises, then it shall be the sole and absolute responsibility of Purchaser/s herein to ensure that the disbursement of all the installments by the Bank/Financial Institution/Money Lender is done within the time frame mentioned in this Agreement. Both the Promoters and Purchaser/s has/have further agreed that if the Purchaser/s is/are in default of any of his/her/their obligations under this Agreement, including (but not limited to) making payment of all due amounts as per Payment Schedule annexed hereto, together with interest accrued thereon (if any), within 14 (fourteen) days of the date of the Demand letter from the Promoters, the Purchaser/s shall be deemed to be in default. In the event of such default, the Promoters shall issue to the Purchaser/s notice of such default and the Purchaser/s shall be provided with a further period of 14 (fourteen) days from the date of such notice to cure the said default. In the event that the Purchaser/s fails to cure such default within 14 (fourteen) days from the date of notice of such default (or such default is not capable of being rectified), the Promoters shall have the option to terminate and cancel this Agreement by sending a notice of termination by registered AD / speed post and all legal consequences as per the Act and the Rules shall follow. Subsequent to such termination, the Promoters shall deduct an amount not exceeding 2% of the said total consideration of the said Premises and refund the balance amount (if any) to the Purchaser/s as per the provisions of law. The refund by the Promoters shall be subject to the repayment of the loan amounts and interest and other charges payable under the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution in case of the mortgage of the said Premises. The refund, after deducting such amounts as are deductible under this Agreement, shall be paid directly to such Bank, NBFC, Financial Institution only after the Purchaser/s has/ have fully and entirely paid any other balance amount as shall be due and payable by the Purchaser/s to such Bank, NBFC, Financial Institution after adjusting the total refund that the Promoters shall deposit with such Bank, NBFC, Financial Institution. Further the Purchaser/s shall obtain from such Bank, NBFC, Financial Institution the No Dues Certificate giving the full discharge of the loan taken and also NOC in favour of the Promoters to re-let the said Premises to any third party without having any reference or recourse to the housing loan taken by the Purchaser/s. In the event of the Purchaser/s not obtaining such No Dues Certificate and NOC within a period of 15 days from the date of such cancellation/ termination, then and in that event, the Purchaser/s shall be liable to pay to the Promoters interest at maximum permissible rate for such delay. In case of such termination, the Stamp Duty, Registration charges, GST and all taxes paid by the Purchaser/s shall neither be refunded by the Promoters nor will the Promoters be under any obligation to facilitate the refund. It is further agreed by the parties hereto that part payment of any installment shall be construed to be the default in the payment of the said installment. The Purchaser/s hereby

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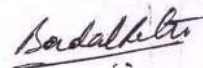
agree/s and confirm/s to the aforesaid arrangement and agrees not to dispute or raise any objection against the Promoter/s or any Order or judgment that shall be passed against the Purchaser/s in law. In the event of such termination, the Promoters shall be entitled to resell the said premise to such third person/party, as the Promoters may deem fit, necessary and proper and recover and appropriate to themselves the entire sales consideration and other amounts that shall be received from such resale.

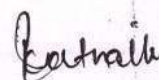
6 (c) It is agreed by the Purchaser/s that till such time as he/she/they has/have paid to the Promoters the entire consideration with or without interest amounts (as the case may be), as are stipulated hereinafter and all other outstanding amounts payable in respect of the said Premises, he/she they shall not claim any right, title, interest or possession in, of, ever and upon the said Premises. Further, the Purchaser/s is/are also aware that ultimately the Promoters herein in consultation with the Co-Promoters herein, in their sole and absolute discretion shall, as per the provisions of Real Estate (Regulation and Development) Act, 2016, form a Co-operative Society or Company or Association (hereinafter referred to as the said Society) within a period of three months from the majority (51%) of Allottees/Purchasers have booked their Flat/Shop/Premises in the Project and within a period of three months from the date of the receipt of the Occupancy Certificate, the Promoters herein and the Co-Promoters herein shall execute Lease Deed/ Deed of Assignment in favour of such Co-operative Society or Company or Association that shall be formed for the said Building/ the entire layout, for the residual period of 60 years which will be computed with effect from 18-02-2021 as mentioned in clause 5 of the said Modified Agreement dated 17-11-2022. As per Clause No.7 of both Agreement to Lease dated 18/02/2021 and 11/02/2022 for Plot No. 67 and 68 (the Said Plot) respectively, bearing Registration Document Serial No. PVL-5/2922/2021 and PVL-2/2267/2022, executed between the Corporation and the Licensees mentioned therein, the Corporation will grant lease of the said plot with 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. Subsequently, in accordance with the recitals more particularly mentioned in these presents, the Promoter became absolutely entitled to develop the said plot by entering into necessary Tripartite Agreements and Development Agreement.

The Promoter applied for amalgamation of both the plots, details whereof are more particularly mentioned in Recital Paras 11 and 12 and as per clause 5 of the Modified Agreement, the construction period and period for computing levy of charges shall be from 18/02/2021. Therefore, the corporation shall grant lease for the Said Plot (amalgamated plot No 67 & 68) from 18/02/2021 for a period of 60 years at the yearly rent of Rupees One Only.

6(d) The Promoters shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser(s)/Allottee(s) and such third party shall not have any right in the application/allotment of the said Premises applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Purchaser(s)/Allottee(s) only.





7. The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters are proposing to provide the amenities as mentioned herein, the management thereof shall initially be entrusted to such person or party as the Promoters may deem it necessary and proper and upon the Society formation, the management may be entrusted to the Society/Ultimate Organization of Purchasers that shall be formed.

8. It is made clear by the Promoters, and the Purchaser(s)/Allottee(s) agree/s that the said Premises shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Plot and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other Project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser(s)/Allottee(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser(s)/Allottee(s) of the Project.

9. CANCELLATION BY PURCHASER(S)/ALLOTTEE(S):

a. The Purchaser(s)/Allottee(s) shall have the right to cancel/withdraw his/her/their allotment in the Project as provided in the Act. Provided that where the Purchaser(s)/Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoters, the Promoters herein are entitled to forfeit an amount not exceeding 2% of the said total consideration of the said Premises. Subject to the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution, in case of the mortgage of the said Premises, the balance amount of money paid by the Purchaser(s)/Allottee(s) shall be returned by the Promoters to the Purchaser(s)/Allottee(s) as per the provisions of law. Provided however, such refund amount, if any, shall be governed as per the provisions of clause 6 (b) hereof. In this case, the Purchaser/s will not be entitled to any claim/taxes paid by them or demand Registration charges, Stamp Duty or interest paid by them. In case of the GST amount paid by the Purchaser/s, the Promoters shall not be obliged to refund any such amount paid by the Purchaser/s towards GST unless the Purchaser/s co-operate/s and complete/s the necessary procedure for completing the refund process from the GST Department in favour of the Promoters and the Promoters receive the refund of the GST paid by the Purchaser/s. In the event of such Cancellation, the Promoters shall be entitled to resell the said premise to such third person party, as the Promoters may deem fit, necessary and proper.

b. Immediately upon the cancellation of this Agreement, the Purchaser/s herein shall handover the original Agreement together with all original receipts for payments made, original mortgage NOC to the Promoters within 7 (Seven) days of the cancellation notice by the Purchaser/s. Upon receiving all the aforesaid original documents from the Purchaser/s, the Promoters shall refund the excess monies (if any) refundable in accordance with clause 6 (b) hereof.

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10. The Promoters shall provide the amenities and facilities as per the List of proposed Amenities annexed hereto and marked ANNEXURE "H".

11. RIGHTS OF THE PROMOTERS TO AMEND THE LAYOUT AND OBTAIN AMENDMENT IN SANCTION PLANS AND TO UTILIZE THE ENTIRE FSI/ADDITIONAL FSI/TDR OR ANY INCREMENTAL FSI:

The Purchaser/s hereby agree/s, declare/s and confirm/s that the Promoters shall have Permission for the purpose as set out herein below & the Promoters shall be entitled to exercise the same as if Purchaser/s has/have given prior written consent to the Promoters as required under the said Act. However, with a view to remove any doubt, the Purchaser/s hereby confer/s upon the Promoters such right/authority to the Promoters for the purpose as set out herein below:

(a) The Promoters hereby declare that at present the permissible Floor Space Index in respect of the said Plot is 2 (Base FSI) and the Promoters shall presently construct a Residential cum Commercial Building comprising of 2 (Two) Wings, namely Wing A and Wing B, each Wing consisting of 1 Basement Level + Ground Floor + 1 Parking Floor + 5 upper Floors in accordance with the sanctioned Building plans under the said Commencement Certificate dated 13-03-2023 read with Corrigendum dated 08-05-2023. The Promoters, however, have planned to utilize the entire permissible Floor Space Index on the said Plot FSI including the Base FSI together with Enhancement of Base FSI (if any), additional Premium FSI and/or TDR, additional Ancillary FSI and such other benefits that may be permissible under UDCPR, 2020 on the said Plot (hereinafter referred to as the Total Permissible FSI). The Promoters, therefore, reserves the right to utilize the said Total Permissible FSI including additional FSI/TDR that may be permissible on the said Plot by constructing additional Floors/premises in the said Building by obtaining the Amended Commencement Certificate for utilizing such additional Permissible FSI on the said Plot in accordance with the sanctioned revised building plans. The Purchaser(s) has/have agreed to purchase the said Premises based on the proposed additional construction (if any) and sale of premises to be carried out by the Promoters by utilizing the balance FSI/ additional FSI (if any) and on the understanding that the declared balance FSI/ additional FSI (if any) shall belong to Promoters only.

(b) The Promoters hereby further declare that the said Total Permissible FSI/additional permissible FSI on the said Plot shall be utilized by the Promoters by carrying out the said Proposed Additional Construction, viz., (i) construct additional Floors above the 6th Floor comprising of Residential Flats in the said Building and (ii) carry out such additional changes as required and which are approved by CIDCO Ltd. as shall be required for the

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betterment of the Project and which are approved by CIDCO Ltd. in the said Building/ Project. The Promoters hereby declare that the Promoters shall eventually construct a Building comprising of 2 (Two) Wings, each Wing consisting of with 1 Basement + Ground Floor + 1 Parking Floor + 11 upper Floors (hereinafter referred to as the said Entire Layout) in accordance with the revised Building plans, by utilizing the full potential of the said Plot by the way of Enhancement of Base FSI (if any), additional premium FSI and/or TDR and additional Ancillary permissible and such other FSI/ benefits that shall be permissible on the said Plot under UDCPR, 2020 (hereinafter referred to as the **Proposed Additional Construction**) and obtain the Amended Commencement Certificate for utilizing such additional FSI and/or TDR along with proportionate ancillary FSI as shall be permissible on the said Plot. The aforesaid proposed changes suggested herein are provisional and tentative changes. The Purchaser/s have been informed about such change proposed in the Project and the Promoters reserve their right to carry out such other and additional changes as the Promoters may deem fit, necessary and proper in their absolute discretion. The Promoters herein have informed the Purchaser/s herein that the Promoters herein are proposing to raise the height of the said Building by constructing 6 (six) additional Floors in both the Wings (with a total of 11 Floors) in accordance with the revised Building Plans that shall be sanctioned for the said Building and the Purchaser/s herein, by signing this Agreement, accept/s the construction of such additional 6 (Six) Floors by the Promoters herein.

(c) Save as mentioned in Clause 11(a) hereof, the Promoters hereby declare that no part of the said Floor Space Index for the said Plot has been utilized by the Promoters elsewhere in any other plot for any purpose whatsoever. The Promoters shall be entitled to consume the entire FSI/TDR/Additional FSI as available in respect of the said Plot or any part thereof under UDCPR at present or in future by constructing additional floor(s)/Wing(s) on the said Plot in accordance with the Act and Rules, as the Promoters shall think fit and proper.



(d) In case the said FSI has been utilized by the Promoters elsewhere, then the Promoters shall furnish to the Sanctioning Authorities all the detailed particulars in respect of such utilization of said FSI by them. In case while developing the said Plot, the Promoters have utilized any FSI of any other land or property by way of floating FSI or otherwise howsoever, then the particulars of such FSI shall be disclosed by the Promoters to the Sanctioning Authorities.

(e) The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters will develop the said Plot by constructing Building/s to be used for permissible users/purposes and any other purpose as shall be permitted as per the sanctioned plans, with such modifications thereto as the Promoters may from time to time determine and as may be approved by the concerned local bodies and/or authorities. The

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schedule of the said development will also be determined by the Promoters/at their own discretion.


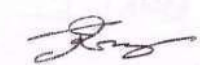
(f) Without modifying the plan of the said Premises, the Promoters shall be entitled to amend, modify and/or vary the building plans or the lay out or sub-division plan/s as also the specifications in respect thereof as may be permissible under the Act and Rules.

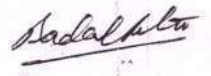
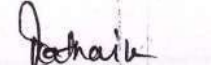
(g) The Purchaser/s or the Society of the Purchaser/s of all premises holders shall not raise any objections on any ground as to Promoters rights reserved hereunder and as shall be available to the Promoters under the Act and the Rule

(h) The Promoters hereby reserve full right and absolute authority to utilize the said Total Permissible FSI on the said Plot along with (i) any FSI/benefit that may become available due to change in rules and regulations of CIDCO Ltd., whereby certain areas which presently are categorizing under consumable FSI, are permitted to be constructed free of FSI or certain additional benefits/ additional FSI is likely to be granted by CIDCO Ltd. and other concerned Authorities or (ii) by virtue of excluding certain part of area / FSI computed under carpet area subsequently being permitted as free area under the revised rules and regulations of CIDCO Ltd. Such additional / incremental/ Free FSI shall be consumed by the Promoters alone by constructing additional flats/ shops/premises either within the said existing structure or by constructing additional floors on the said existing structure as may be permitted by CIDCO Ltd. Thus, by virtue of the Purchaser/s having signed this Agreement, it shall be construed that the Purchaser/s has/have given his/her/their specific Permission to the Promoters in this regard and neither the Purchaser/s nor his/her/their legal heirs/assigns shall raise any objection or dispute in case of any change in the sanctioned Plan for the balance/ additional FSI or the Purchaser/s or his/her/their legal heirs/assigns cause any hindrance, obstruction in the Promoters carrying out all the development activity on the basis of further Revised Building Plan that shall be sanctioned by CIDCO Ltd. and other authorities on the said Plot. The rights of the Purchaser/s are restricted only to the said Premises agreed to be purchased.

(i) The Purchaser/s hereby agree/s and undertake/s to, execute/deliver letter of consent under the provisions of Real Estate (Regulation and Development) Act, 2016, without raising any objection or requisition.

(j) Irrespective of possession of the said Premises being given to the Purchaser/s or not, the rights under this clause and/or under this Agreement reserved for the Promoters to exploit the potentiality of the said Plot, shall be valid, subsisting and binding on the Purchaser/s and shall continue to vest in the Promoters even after the execution of the Lease Deed/Deed of Assignment in favour of the Society that shall be formed. All the

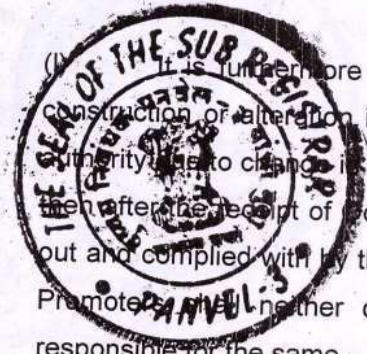



aforsaid rights of the Promoters to exploit the said potentiality shall remain unchanged, unhindered and the Promoters shall execute the Lease Deed/Deed of Assignment reserving with themselves all such rights, title, interest in the said Plot in their favour as may be outstanding at the time of execution of such Lease Deed /Deed of Assignment in favour of the Society that shall be formed. The Purchaser/s hereby agree/s declare/s and undertake/s not to obstruct, create hindrances, challenge or dispute the rights of the Promoters to carry out the construction and development and to utilize and exploit full potentiality of the said Plot. The Purchaser/s further agree/s not to challenge, dispute or hamper such development that the Promoters may carry out either on the grounds of nuisance, inconvenience or health grounds or any other grounds or reasons whatsoever.

(k) The Purchaser/s herein doth, in accordance with the Act and the Rules, hereby agree and give their Permission that the Promoters shall have full right and absolute authority to make additions, alterations, amendments & changes in the building plans and/or to the said Building/s to be constructed on the said Plot or any part thereof for any users or to change the user (excluding the said Premises) including to raise additional floors or structures on the said Building or open part or parts of the said Building /Plot

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including the terrace at anytime either before or after transfer of the Plot & such rights shall include the right to use/consume FSI or additional FSI or global FSI which may become available in respect of the said Plot or any other lands at anytime hereafter in future by reserving such rights in Lease Deed/Deed of Assignment or to make such amendments, alterations in the revised sanctioned plan as may be permitted by CIDCO Ltd. and/or any other authorities and such additions of additional structures or floors or storey or Premises shall be the sole and absolute right and entitlement of the Promoters who shall be fully entitled to sell, deal with and dispose of the same to any person/s.



(l) It is further agreed that if any modification, addition, demolition, variation, construction or alteration is required to be made by CIDCO Ltd. or any other concerned authority to change the prevalent building byelaws or on account of change in policy, then after the receipt of Occupation Certificate from CIDCO Ltd. the same shall be carried out and complied with by the Purchaser/s at his/her/their own costs and expenses and the Promoter/s shall neither contribute any amount nor shall they be anywise liable or responsible for the same.

12. The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that he/she/they shall use the said Premises only for the Residential / Commercial purposes and he/she/they shall not change the user of the premises.

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13. PURCHASER/S/ALLOTTEE/S COVENANTS:

13 (i) The Purchaser/s for himself/herself/themselves do hereby covenant with the Promoters as follows:

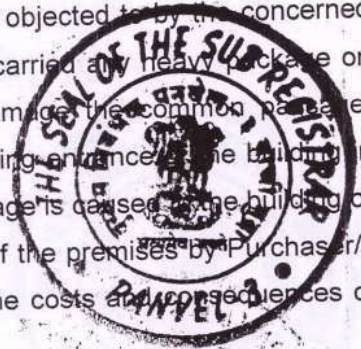
(a) To pay to the Promoters such amounts as shall be required to be paid to CIDCO Ltd /other concerned authority for obtaining its NOC/permission for the sale of the said Premises by the Promoters to Purchaser/s and to do such deeds, documents and to comply with all such terms and conditions as may be stipulated by CIDCO Ltd. / or other concerned authority in this regard.

(b) To maintain the said Premises at his/her their own costs, charges & expenses in good tenantable repair and condition from the date of receipt of intimation from the Promoters that the said Premises is ready, irrespective of the fact whether the Purchaser/s has/have taken possession or not and shall not do or suffer to be done anything in or to the Building/s in which the said Premises is situated, or to act or to do anything against the rules, regulations and bye-laws of concerned local authorities or Co-operative Society or change/alter or make any addition and/or alteration in or to the said Premises or any part thereof, without obtaining prior written consent of the Society that shall be formed.

(c) Not to store in the said Premises any goods/articles which are of hazardous, inflammable, explosive, corrosive, toxic combustible or dangerous nature or goods that are so heavy that it may damage the construction/structural stability of the building in which the said Premises are situated or storing of which is objected to by the concerned local or other authority and shall not carry or cause to be carried any heavy package on the upper floor/s which may damage or are likely to damage the common passage, staircase or any other structures of the said building including entrance to the building in which the said Premises is situated and in case, if any damage is caused by the building or to the said Premises on account of negligence or default of the premises by Purchaser/s in this behalf, then Purchaser/s shall alone be liable for the costs and consequences of such breach/default.

(d) During the course of the Purchaser/s carrying out the said interior work if there is any damage to the said Premises or to the said building or to any of the open areas or if the work disturbs the elevation/aesthetics of the building or if the interior work interferes or damages any of the RCC members of the said building or is not in accordance with law or the permission given by the Promoters or is in contravention of the rules and regulations of the CIDCO Ltd. or other concerned authorities, then immediately upon intimation of the same, the Purchaser/s shall remove such alteration and restore to its original state at his/her/their own cost, failing which, the Promoters shall have full right and absolute authority to remove/demolish such work as may be in contravention as mentioned

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hereinabove and to restore the said Premises/building/open spaces in their original form at the entire cost, risk and expense of the Purchaser/s. The affixing of such costs will be at the sole discretion of the Promoters.

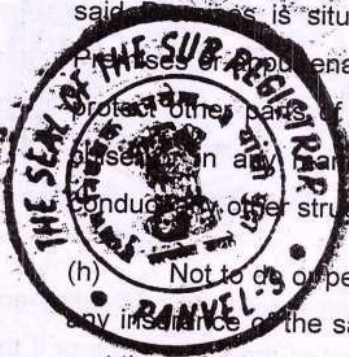
(e) Further, as a result of any work, addition, alteration, amendment and change made by the Purchaser/s, if there is any damage to any adjoining premises or any premises above or below the said Premises or abutting the said Premises or to any portion of the said Building, then the Purchaser/s shall be liable and responsible to carry out the necessary repairs to all such premises or any part of the Building as may be required under the Act and the Rules and the Promoters shall be absolved of the obligation and the responsibility under the Act and Rules.

(f) Similarly, if as a result of any addition, alteration or changes carried out by the Purchaser/s to his/her premises, if CIDCO Ltd. or any other Authority adopts any action either against the Promoters or the said Building/Project, then the Purchaser/s alone shall be liable and responsible for all such actions in law. The Promoters shall have further rights to adopt such action against the Purchaser/s including that of termination of this Agreement and/or recovery of compensation as the Promoters may be entitled under the Act and Rules.

(g) To carry out at their own cost, charges and expenses, all internal repairs to the said Premises and maintain the said Premises in the same condition, set and order in which it was delivered by the Promoters to the Purchaser/s and not do or suffer to be done anything in/to the building or the said Premises which may contravene the rules, regulations and bye-laws of the concerned local authority or the said society nor cause any alterations in elevation or outside colour scheme of the said building/s in which the said Premises is situated and shall also keep the sewers, drains, pipes of the said Premises or appurtenances thereto in good and tenantable conditions so as to support or protect other parts of the building in which the said Premises is situated and shall not be responsible in any manner damage the columns, beams, walls, slabs, RCC, pardis, or conduct any other structural changes in the said Premises.

(h) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Plot or building in which the said Premises are situated or any part thereof, whereby any increase in premium shall become payable in respect thereof.

(i) Not to throw any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises into the compound or any part of the said Plot and building in which the premises is situated. The Purchaser/s should strictly abide by the prescribed methods of garbage disposal, including following of stipulations by the local civic body to segregate the dry and wet garbage at source.



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(j) The Purchaser/s shall not let, sub-let, transfer, assign or part with possession of the said Premises or his/her/their interests or benefits under this Agreement until all dues, payable by him/her/them to the Promoters under this Agreement are fully paid and only if the Purchaser/s has/have not been guilty of breach for non-observance of any of the terms & conditions of this Agreement or until the Purchaser/s has/have intimated about the same in writing to the Promoters.

(k) That the Purchaser/s/Allottee/s shall during the Lease Period, observe, perform and comply strictly with the provisions, rules, regulations, enactments and bye-laws of CIDCO and/or Bye-laws and Rules and Regulations that may be formed by the Project Management Company/Maintenance Company (hereinafter referred to as the PMC) and/or by the Promoters and which may for the time being and from time to time be in force in so far and to the extent any such rules, regulations, bye laws or terms are required to be observed and performed by the Purchaser/s/Allottee/s as occupant/s of the said Premises/Unit and not to do any acts, deeds, matters or things whereby directly or by reason whereof the right of the Promoters are prejudicially or adversely affected.

(l) That Purchaser/s shall observe and perform all rules and regulations which the society or a limited company may adopt at its inception and the additions, alterations or amendments which may be made therein from time to time for the protection and maintenance of the said building or the said Premises therein that may be made from time to time for observance and performance of building rules, regulations and bye-laws for the time being in force, of the concerned local body/authority or Government. The Purchaser/s shall also observe/perform all stipulations/conditions as laid down by the said society regarding the use/occupation of the said Premises in the building and shall contribute punctually towards taxes and other dues/outgoings in accordance with the terms of this Agreement.

(m) Till the Lease Deed/Deed of Assignment of the said Plot along with the said building is executed in favour of the Society and subsequent thereto, till the Promoters have completely utilized the FSI/Development potential of the said Plot, the Purchaser/s shall permit the Promoters, their servants and agents, with or without workmen, at all reasonable times, to enter into and upon the said Plot and building or any part thereof to view the state and conditions thereof.

(n) During the course of construction, if the Purchaser/s is/are desirous of visiting the said Plot, the Purchaser/s shall obtain a written permission from the Promoters. During such visits to the site, in case if there is any accident/mishap or casualty, then the Promoters will not be held responsible or liable in any manner whatsoever.

