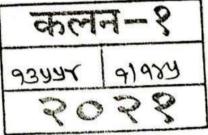
		मूल्यांकन पत्र	क ( शहरी क्षेत्र - बांधीव )		
/aluation ID 202113	2225989			22 Dec	einher 2021,04,24,33 PM
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V CONTROL OF CONTROL CONTRO	<b>मृत्यदर रू</b> . वासी सदनिका 400	कार्यालय 72500	दुकाने 88100	211 641 41 42	पोजमापनाचे एकक वी. मीटर
<b>बांधीव क्षेत्राची माहिती</b> बाधकाम क्षेत्रतात्रातार Upr- बांधकामाचे वर्गीकरण- उद्भवाहन सुविधा -	40.832ची मीटर 1-आर सी सी आहे	मिळकतीचा वापर- मिळकतीचे वय - मजला -	निवासी सदनिका 0 TO 2वर्षे 21st and Above	मिळकतीचा प्रकार- मूल्यदर/बांधकामाचा दर कार्पेट क्षेत्र-	बांधीय Rs 63400/- 37 (2वी मीटर
Sale Type - First Sale Sale Resale of built up Prop घसा-यानुसार मिळकतीचा १	E 2 (40)			ारी )* मजला निहाय घट/वाढ	
		= (63400 * (1 = Rs.72910/-	00/100))*115/100		
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सह.दुय्यम चिवंधक कल्याण-१







### CHALLAN MTR Form Number-6



GRN MH0	10489424202122E	BARCODE	HUMLER		1 1   K   2	Date			0:01 For		25.2
Department	Inspector General O	Registration					Pay	er Detai	ls 		
	Stamp Duty				TAX ID / TAN	(If Any)					
Type of Paym	ent Registration Fee				PAN No.(If App	olicable)	BFZPM750	)8C			
Office Name	KLN1_KALYAN NO	1 SUB REGIS	TRAR		Full Name	and the second second	KULDEEF	MISHR	A		57.55,55
Location	THANE	Name and Address of the Owner, or the Owner,				_			an early (a) 1 years (1984)		
Year	2021-2022 One Tim	e			Flat/Block No	1.	SWAMIN	AYAS	CITY P	HASE	MA/16 14
	Miller of Manager's lists in that is the sale was considerable of				Premises/Bu	iiding	NO-A "A	HENA"	BLCG A-	WING	FLAT NO.21
	Account Head Det	ails		Amount In Rs.			21 Trl FL				
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0030063301	Registration Fee			30000.00	Area/Locality	/	THANE F	ALYAN			
					Town/City/D	istrict					
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	Cheque	-DD Details			Bank CIN	Ref. No	02300	04	122E213	05 004	5958 7 5
Cheque/DD	No.				Bank Date	RBI Da		1202	t ris		Venling \$
Name of Bar	ik				Bank-Branc	:h	BAN	OF M	The said	त्यात- १९८५	//
Name of Bra	nch				Scroll No.	Date	Not	Verified	with Scro	LYAI	
Department NOTE:- This सदर चटान जाही	ID : challan is valid for d केवळ दुव्यंग निबंधव	document to कार्योत्स्यात	be regis जोदणी	stered in Sub Re करावयाच्या दस्त	gistrar office असाठी लागु .	only. No			E Annu	lo Nio :	9970 it.

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### CHALLAN MTR Form Number-6



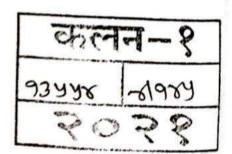
GRN MH010489424202122E BARCODE	# 11 <b>41 1</b> 11 1 <b>284 1</b> 411 2 <b>318/18 144 1</b> 4		I III Da	te 22/12/2021-12:30:01	Form ID 25.2
Department Inspector General Of Registration				Payer Details	
Stamp Duty Type of Payment Registration Fee		TAX ID / TA	N (If Any)	A STATE OF THE PARTY OF THE PAR	ACCOMPANIE STREET
Type of Payment Registration 7 to		PAN No.(If A	(pplicable	BFZPM7508C	
Office Name KLN1_KALYAN NO 1 SUB REGIS	STRAR	Full Name		KULDEEP MISHRA	
Location THANE					
Year 2021-2022 One Time		Flat/Block	No.	SWAMINARAYAN CIT	Y PHASE I/1A/1B PLOT
		Premises/E	luilding	NO-A "ATHENA"BLDG	A-WING FLAT NO 2106
Account Head Details	Amount In Rs.		-	21 TH FLOOR	
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0030063301 Registration Fee	30000.00	Area/Local	ity	THANE KALYAN	
		Town/City/	District		
		PIN		. 4	2 1 2 0 2
		Remarks (I	f Any)		
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Total	2,99,000.00	Words		A.C.	
Payment Details BANK OF MAHAR	ASHTRA		F	OR USE IN RECEIVING	BANK
Cheque-DD Details		Bank CIN	Ref. No.	0230004202	
Cheque/DD No		Bank Date	RBI Date	22/12/2021-	(Not Veryfield with/RB)
Name of Bank		Bank-Branc	h	BANK OF MANARAS	HYRA
Name of Branch		Scroll No .	Date	Not Verified with Sch	DIL

Department ID. Mobile No. 9870624499 NOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सहर व्यवसाय केवल दुरसम निवंधक कार्याल्यात नोदंगी करावसाल्या दस्तांसाठी लागू आहे. नोदंगी न करावसाल्या दस्तांसाठी सदर व्यवसाय वस्तांसाठी लागू आहे.

Charan I faced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1	(iS) 70-13554	0005028906202122	22/12/2021-17:43:50	IGR124	30000.00

## Department of Stamp & Registration, Maharashtra Receipt of Document Handling Charges 22/12/2021 Date PRN 2212202102945 Received from MS SWAMINARAYAN LIFE SPACE LLP LTD, Mobile number 9870624499, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office S.R. Kalyan 1 of the District Thane. **Payment Details** 22/12/2021 **Bank Name** MAHB Date 003336410 Bank CIN REF No. 10004152021122202662 This is computer generated receipt, hence no signature is required.







### **Receipt of Document Handling Charges**

PRN 2212202102945 Receipt Date 22/12/2021

Received from MS SWAMINARAYAN LIFE SPACE LLP LTD, Mobile number 9870624499, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 13554 dated 22/12/2021 at the Sub Registrar office S.R. Kalyan 1 of the District Thane.

**Payment Details** 

DEFACED

₹ 2000

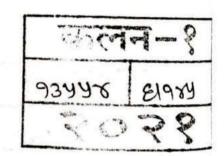
		_
Payment Date	22/12/2021	
REF No.	003336410	_
Deface Date	22/12/2021	
	REF No.	REF No. 003336410

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

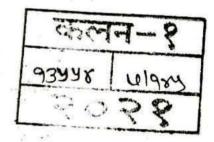
कलन-१ १३५५४ ५११४५ २०२१



## Department of Stamp & Registration, Maharashtra Receipt of Document Handling Charges PRN 2212202103471 22/12/2021 Date Received from MS SWAMINARAYAN LIFE SPACE LLP LTD . Mobile number 9870624499, an amount of Rs.900/-, towards Document Handling Charges for the Document to be registered in the Sub Registrar office S.R. Kalyan 1 of the District Thane. **Payment Details Bank Name** MAHB 22/12/2021 Date Bank CIN 10004152021122203119 003683444 REF No. This is computer generated receipt, hence no signature is required.











## **Receipt of Document Handling Charges**

PRN 2212202103471

Receipt Date 22/12/2021

DEFACED

DEFACED

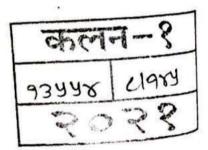
Received from MS SWAMINARAYAN LIFE SPACE LLP LTD , Mobile number 9870624499, an amount of Rs.900/-, towards Document Handling Charges for the Document to be registered on Document No. 13554 dated 22/12/2021 at the Sub Registrar office S.R. Kalyan 1 of the District Thane.

₹ 900

### **Payment Details**

МАНВ	Payment Date	22/12/2021
10004152021122203119	REF No.	003683444
2212202103471D	Deface Date	22/12/2021
	10004152021122203119	10004152021122203119 REF No.

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





Ward

: "H"

Wing

. "A"

Flat No.

: 2106

Carpet area

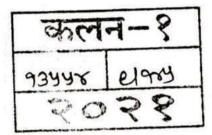
: 37.12 Sq.meters

Market Value

: Rs. 91,26,500/- /-

Agreement Value

: Rs. 44,82,100/-





# AGREEMENT FOR SALE

made at ... Kalyan...... on this 22th day of ....Dec...., 2021

BETWEEN ....

Joseph .

M/s. SWAMINARAYAN LIFE SPACE LLP, Limited Liability Partnership Firm, having (Pan No. ACXFS8846B) duly incorporated and registered under the provisions of The limited liability Partnership Act, 2008 having its office at 2/5, Ratna Niwas, Bhaji Market, Nehru Road, Above Kunjvihar Hotel, Dombivli (E)- 421201 Through its Partner Mr. HEMANT MULCHAND PATEL, age 40 years hereinafter referred to as "THE PROMOTER" (which expression shall unless repugnant to the context or meaning thereof be deemed to include the partner or partners for the time being of the Partner, the survivor or survivors of them and the heirs, executors, and

administrators of the last surviving partner) of the FIRST PART; 93448 901974

AND ....

1. Mr. KULDEEP MISHRA, age - 34 years, assessed to income tax under

permanent account number (PAN) BFZPM7508C, 2. Ms. PRIYANKA RAVISHANKAR MISHRA, age - 32 years, assessed to income tax under permanent account number (PAN) BVNPM5061N, both Residing at 2-D-26 Mahaveer Nagar, EXT, Kota, Rajasthan-324009 hereinaster referred as the MALVAPURCHASER(s)/ ALLOTTEE" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, legal representatives, administrators and assigns) of the SECOND PART;

The Promoter and the Flat Purchaser are hereinafter collectively referred to as Parties and individually as Party.

#### WHEREAS:

All those pieces and parcels of land having details as per 7/12 extracts as under:-

S.	Survey No.		Hissa	Area
No.	New	Old	No.	(sq.mts)
1.	61	363	21	2500
2.	61	363	51	2900
3.	61	363	80	3200
4.	60	29	7	860
5.	61	363	58	1600
6.	60	29	8	180
		Total .	Area	11240

lying, being and situate at Village Thakurli, Dombivli (W), Taluka Kalyan, District Thane within the local limits of Kalyan Dombivli Municipal Corporation and Registration District Thane, more particularly described in the **Schedule** hereunder written and delineated by the boundary line on the plan annexed and marked as **Annexure "3"** hereto (hereinafter referred to as "the said Plot A");

### History of the said Plot A: -

### 1. Survey No. 61(363), Hissa No. 21 and 51

- A. The aforesaid Land was originally owned by one Shri. Pandu Nathu Mahar. The said Pandu Nathu Mahar. After the death of the said original owner by Mutation Entry No.- 3625 dated 11/09/1977 that Smt. Bamubai Dagdu Jadhav and Smt. Laxmibai Gopal Pandu Pandu Nathu Mahar.
- B. The Smt. Laxmibai Gopal Pawar died on 25/05/1983 leaving behind no any legal heirs. The Smt. Bamubai Dagdya Jadhav died on 10/03/1986 leaving behind her married daughter Smt. Nirabai Halya Bhalerao. The said Smt. Nirabai Halya Bhalerao died on 11/09/1991 leaving behind the

Owner

legal heirs namely 1. Shri. Nandkumar Halya Bhalerao, 2. Shri. Gang Halya Bhalerao, 3. Smt. Vijayabai alies Laxmibai Manik Gaikwad, 4. Sm Jijabai Tukaram Gaikwad and 5. Smt. Sushila Sudhakar Jadhav. The names were mutated in Revenue records on **07/01/2011** by Mutation Entry No. **4682.** 

- C. By and under sale Deed dated 25/05/2017 registered in the office of Su Registrar Kalyan-1 under Serial No. 5678/2017 the said owners so transferred and conveyed the S.No. 61(363), Hissa No. 21 and 51 un M/s. Swaminarayan Life Space LLP, a Registered Partnership firm purchaser, herein Promoter.
- D. In view of the aforesaid Deeds, the name of M/s. Swaminarayan L. Space LLP, have been mutated as owners in respect of the said land of 7/12 Extract and all record of rights by virtue of Mutation Entry No. 486 dated 06/07/2017.

Survey No. 60(29), Hissa No. 7 and Survey No. 61(363)/80

The aforesaid property was originally owned and possessed by one Ami-Kathodi Mahar (Gaikwad). After the death of said original owner, his leg heirs were brought on record i.e. 1. Sitaram Ambo Mahar, 2. Krishi Ambo Mahar and 3. Maruti Ambo Mahar. However after the death of the legal heirs in succession the names of their legal heirs was brought tir to time on revenue records in respect of the land by different Mutation entries.

B. As regards of Survey No. 61/80, By and under Sale Deed data 13/04/2018 registered in the office of Sub-Registrar Kalyan-2 under Serial No. 4450/2018 the said owners i.e. Shri. Ankush Krishna Gaikwa and others sold, transferred and conveyed the land under reference under M/s. Swaminarayan Life Space LLP, a Registered Partnership firm a purchaser, herein Promoter.

Ower

- C. In view of the said Sale Deed, the name of M/s. Swaminarayan Life Space LLP, had been mutated as owners in respect of the said land on 7/12 Extract and all record of rights by virtue of Mutation Entry No. 4934 dated 17/05/2018.
- D. As regards of Survey No. 60/7, the said owners executed, agreed and granted development rights by and under Agreements for sale dated 18/10/2016, 10/04/2017 and 28/03/2018 duly registered in the office of Sub-Registrar of assurance at Kalyan bearing Serial No 8438/2016, 3808/2017 and 3651/2018.
- E. It appears from the order passed by Collector, Thane bearing Order No-Revenue/T-2/Lnd-2/KV-48/21 dated 24/03/2021, the conditions of Navin Shart has been relaxed and the tenure of land of Survey No- 60 Hissa No-7 under reference has been converted from Occupant Class-I. (Bhogwatdar No-1).

### 3. Survey No. 61(363), Hissa No. 58

- A. The aforesaid property was originally owned by one Dundha Kalya Mahar After his death the name of his only legal heir Tukaram Dundha Mahar (Gaikwad) was subsequently shown as owner in record of rights by Mutation Entry No. 731 dated 26/03/1939. After the death of said Tukaram Dudha Mahar (Gaikwad), the name of Tukaram Gaikwad being the legal heir, his name was recorded in record of rights by Mutation Entry No. 2373 and 2374 dated 15/12/1996.
- B. After the death of Namdev Tukaram Gaikwad, the names of his legal heirs Shri. Dilip Namdev Gaikwad and 6 others were recorded in record of right by Mutation entry No. 4837 dated 01/03/2015.
- C. By and under Sale Deed Dated 13.04.2018 registered in the office of sub registrar of assurance Kalyan-2, bearing Serial No. 4449/2018 the owners

Owner

sold, transferred and conveyed the aforesaid survey no. unto  $M_{/\delta}$  Swaminarayan Life Space LLP., the Promoters herein.

D. In view of the aforesaid Deeds, the name of M/s. Swaminarayan Life Space LLP, have been mutated as owners in respect of the said land on 7/12 Extract and all record of rights by virtue of Mutation Entry No. 5042 dated 24/03/2021.

## 4. Survey No. 60(29), Hissa No. 8

A. That Damu Janu Gaikwad was the original owner of the aforesaid land. The said Original owner Damu Janu Gaikwad died somewhere in the year 1970 and vide Mutation Entry No. 2897 dated 21/10/1972, the names of his legal heirs were brought on revenue records from time to time in respect of the land vide different Mutation entries.

B. That by and under Agreement for sale dated 28/10/2016 duly registered in the office of Sub-Registrar of assurance at Kalyan-1, bearing Serial No. 11341/2016, the surviving legal heirs shown on 7/12 extract have 93 yyx executed, agreed and granted development rights in favour of M/s. Swaminarayan Life Space LLP., the Promoters herein.

C. It appears from the order passed by Collector, Thane bearing Order No-Revenue/T-2/Lnd-2/KV-47/21, dated 24/03/2021, the conditions of Navin Shart has been relaxed and the tenure of land of Survey No- 60 Hissa No-8 under reference has been converted from Occupant Class-II to Occupant Class I. (Bhogwatdar No-1).

Owner

All those pieces and parcels of land having details as per 7/12 extracts as under:-

	Area	Hissa	ey No.	Surv	s.
	(sq.mts)	No.	Old	New	Vo.
79.	1500	17	363	61	1.
	1900	18	363	61	2.
unequan P	4800	19	363	61	3.
लन-१	1400	20	363	61	4.
४ विष्विष्य	721.47 93448	51(pt)	363	61	5.
038	5800	52	363	61	6.
042	600	53	363	61	7.
Parties No.	900	54	363	61	8.
	1100	55	363	61	9.
	800	56	363	61	10.
	1200	57	363	61	11.
क्रियाण-१ 🖈	20721.4W	Area	Total		

lying, being and situate at Village Thakurli, Dombivli (W), Tarayan, District Thane within the local limits of Kalyan Dombivli Municipal Corporation and Registration District Thane, more particularly described in the Schedule hereunder written and delineated by the boundary line on the plan annexed and marked as Annexure "3" hereto (hereinafter referred to as "the said Plot B");

### History of the Plot B :-

## 1. Survey No. 61(363), Hissa No. 17,57

A. The aforesaid land of this survey no. was Originally owned by Damu Janu Gaikwad who died somewhere in the year 1970 and vide Mutation Entry No. 2897 dated 21/10/1972 and the names of his legal heirs was brought time to time on revenue records in respect of the land by different Mutation entries.

B. That by and under Agreements for sale dated 28/10/2016 duly registered in the office of Sub-Registrar of assurance at Kalyan-1, bearing Serial No. 11341/2016 the surviving legal heirs shown on 7/12 extract have executed, agreed and granted development rights and agreed to sell the aforesaid property un to M/s. Swaminarayan Life Space LLP, the

Promoter herein.

In pursuant to the aforesaid Agreement for sale dated 28/10/2016, the owners Shri. Nandkumar Bhramdev Gaikwad and others have also executed Hower of Attorney dated 28/10/2016 in favour of partners of M/s. Swaminarayan Life Space LLP to do all acts deed and things set out therein. The said Power of attorney dated 28/10/2016 is registered in the office of Sub-Registrar Kalyan-1 at bearing Sr. No- 11342/2016.

It appears from the order passed by Collector, the conditions of Navin Shart has been relaxed and the tenure of land of Survey No- 61/17 and 61/57 under reference has been converted from Occupant Class-II to Occupant Class-I. (Bhogwatdar No-1). The said order is reflected in M.E No- 4991 dated 23/09/2019.

E. That by and under Sale Deed dated 17/10/2019 duly registered in the office of Sub-Registrar of assurance at Kalyan-4, bearing Serial No. 13390/2019, Nandkumar Bhrhmdev Gaikwad and others have sold, transferred and conveyed the aforesaid property to M/s. Swaminarayan Life Space LLP, the Promoter herein.

## 2. Survey No. 61(363), Hissa No. 18,20 and 53

A. The said property was originally owned by one Dundha Kalya Mahar. After his death the name of his only legal heir Tukaram Dundha Mahar (Gaikwad) was subsequently shown as owner in record of rights by Mutation Entry No. 731 dated 26/03/1939. After the death of said Tukaram Dudha Mahar (Gaikwad), the name of Namdev Tukaram

Gaikwad being the legal heir, his name was recorded in record of rights by Mutation Entry No. 2373 and 2374 dated 15/12/1996.

- B. After the death of Namdev Tukaram Gaikwad, the names of his legal heirs Shri. Dilip Namdev Gaikwad and 6 others were recorded in record of right by Mutation entry No. 4837 dated 01/03/2015.
- C. That by and under Agreements for sale dated 18/10/2016 duly registered in the office of Sub-Registrar of assurance at Kalyan-4, bearing Serial No. 8454/2016. & Agreements for sale dated 20/10/2016 duly registered in the office of Sub-Registrar of assurance at Kalyan-4, bearing Serial No. 8542/2016, the surviving legal heirs shown on 7/12 extract have executed, agreed and granted rights unto M/s. Swammarayan Lie space. LLP, i.e. the promoters herein.
- D. That, in pursuance to the aforesaid Agreements, the owners also executed Power of Attorney in favour of partners of M/s. Swaminarayan Life Space LLP to do all acts deed and things set out there in bearing Sr. No.8455/2016 & 8543/2016.
- E. It appears from the order passed by Collector, the conditions of Navin Shart has been relaxed and the tenure of land of Survey No- 61 Hassa No-18, 61/20 and 61/53 under reference has been converted from Occupant Class to Occupant Class I. (Bhogwatdar No-1). The said order is reflected in M.E. No- 4989 dated 23/09/2019.
- F. That by and under Sale Deed dated 17/10/2019 duly registered in the office of Sub-Registrar of assurance at Kalyan-4, bearing Serial No. 13391/2019, Dilip Namdev Gaikwad and others have sold, transferred and conveyed the aforesaid property to M/s. Swaminarayan Life Space LLP, the Promoter herein.

Owner

G. In view of the aforesaid Deeds, the name of M/s. Swaminarayan Life Space LLP, have been mutated as owners in respect of the said land on 7/12 Extract and all record of rights by virtue of Mutation Entry No. 5006 dated 06/07/2017.

## Survey No. 61(363), Hissa No. 19

A. The said property under reference was originally owned by one Charya Barkya Mahar. After the death of said Original owner Charya Barkya Mahar, the names of his legal heir Shri. Rama Nana Mahar and Shri. Kachrya Kalya Mahar has been recorded in record of rights as owners,

Vide M.E Entry No- 1425.

As per the record the said Rama Nana Mahar died on 16/03/1991 and his legal heirs namely Prabhavati, Bhardwaj, Priya, Rajshree, Gautam, Dinkar and Sangita were brought on record vide Mutation Entry No- 4436 dated 13/12/1993.

The said Kachru alias Kachrya Kalya Mahar died intestate on 02/03/1991 leaving behind Waman Kalya Gaikwad, Krushna Kachru alias Kachrya Gaikwad, Ashabai Rama Jadhav and Ushabai Gautam Jadhav as his legal heirs.

- D. That the one of legal heir of Kachru alias Kachrya Kalya Mahar i.e. his son Krushna Kachru alias Kachrya Gaikwad died on 11/11/1996 leaving behind his legal heirs namely Muktabai, Priyanka, Pooja, Sagar, and Ujawala and their names were recorded on 7/12 extract vide Mutation Entry No- 4496 dated 29/04/1999.
- E. That the one of the legal heir of Kachru alias Kachrya Kalya Mahar i.e. his brother Waman Kalya Gaikwad died on 22/05/2000 hence the following legal heirs were recorded by Mutation Entry No- 4511 dated 09/08/2000.

Owner

Sr. No	Legal heirs names	Relation
1.	Baby Waman Gaikwad	Wife
2.	Bhagwan Waman Gaikwad	Son
3.	Vishnu Waman Gaikwad	Son
4.	Parvati Rajesh Jadhav	Daughter
5.	Bharat Waman Gaikwad	Son
6.	Sharad Waman Gaikwad	Son
7.	Manda Pradeep Salvi	Daughter
8.	Jaidev Waman Gaikwad	Daughter

F. It further appears that the Mutation Entry No- 4511 was challenged before Sub-Divisional Officer, vide RTS Appeal no. 37/2002 & 41/2002. The Hon'ble Sub- divisional Officer, was pleased to cancel to cancel say Mutation entry-4511. The order passed by the SDO, was-recorded in the record of rights vide ME. No- 4538 dated 12/12/2002.

G. It appears that appeals bearing no. 117/2002 & 118/2002 were filed before the Dy. Collector, Thane (Appeal) against the aforesaid order passed by Sub-Divisional Officer. It appears that the order passed by the SDO was set-aside, and held that M.E No- 4511 showing the names of legal heirs of Waman Kalya Gaikwad was confirmed and the aforesaid mutation entry no. 4538 was set aside.

- H. It appears that the aforesaid order was challenged before Dy. Commissioner, Konkan Division vide RTS/REV 22/2003. It appears that the said revision was dismissed vide order dated 12/12/2004 and Mutation Entry No-4511 was confirmed by M.E No- 4550 dated 09/03/2005.
- I. That by and under Release Deed dated 07/08/2010 registered in the office of Sub-Registrar of assurance, Kalyan- 3 at Serial No- 5230/2010, the legal heirs of Rama Nana Mahar i.e. 1. Prabahvati Rama Mahar 2. Dinkar Rama Mahar 3. Bhardwaj Rama Mahar 4. Priya Rama Mahar 5.

Gautam Rama Mahar 6. Sangita Rama Mahar and 7. Rajshree Chitama Pawar have released their respective rights in favour of 1. Shri. Visha Waman Gaikwad 2. Shri. Bhagwan Waman Gaikwad 3. Shri. Bhagwan Gaikwad 3. Shri. Bhagwan Gaikwad 4. Shri. Sharad Waman Gaikwad and 5. Shri. Jaid Waman Gaikwad. It further appears that the effect of the said Released Deed dated 07/08/2010 was given effect on 7/12 extract vide Mutatic

Entry No- 4739.

- K. As per the above mentioned proceedings, Documents and 7/12 extract, Shri. Vishnu Waman Gaikwad 2. Shri. Bhagwan Waman Gaikwad 3. Shr Bharat Waman Gaikwad 4. Shri. Sharad Waman Gaikwad and 5. Shr Jaidev Waman Gaikwad 6. Parwati Rajesh Jadhav 7. Manda Pradeep Sal 8. Baby Waman Gaikwad and 9. Priyanka Krushna Gaikwad are thowners in respect of the said property under reference.
- L. That by and under Development Agreement dated 17/10/2017 registere in the office of Sub-Registrar of Assurance, Kalyan-2 on even day at Seria No-11224/2017 1. Bhagwan Waman Gaikwad, 2. Bharat Wama Giakwad, 3. Sharad Waman Gaikwad, 4. Jaidev Waman Gaikwad an their respective heirs have granted development rights to extend of the

Owner

share in respect of the said Property unto M/s. Swaminarayan Life Space LLP through its Partner on terms and conditions more particularly mentioned therein.

M. In pursuant to the aforesaid Development Agreement dated 17/10/2017, the Bhagwan Waman Gaikwad and others have also executed Power of Attorney dated 17/10/2017 in favour of partners of M/s. Swaminarayan Life Space LLP to do all acts deed and things set out therein. The said Power of attorney dated 17/10/2017 is registered in the office of Superior Kalyan- 2 at bearing Sr. No-11225/2017.

### Survey No. 61(363), Hissa No. 52

- A. The aforesaid property was originally owned and possessed by one Ambo Kathodi Mahar (Gaikwad). After the death of said original owner, his legal heirs were brought on record i.e. 1. Sitaram Ambo Mahar, 2. Krishna Ambo Mahar and 3. Maruti Ambo Mahar. However after the death of these legal heirs in succession the names of their legal heirs brought time to time on revenue records in respect of the land by different Mutation entries.
- B. As regards of Survey No. 61/52, By and under Sale Deed dated 13/04/2018 registered in the office of Sub-Registrar Kalyan-2 under Serial No. 4450/2018 the said owners i.e. Shri. Ankush Krishna Gaikwad and others sold, transferred and conveyed the land under reference unto M/s. Swaminarayan Life Space LLP, i.e. herein Promoter.

In view of the said Sale Deed, the name of M/s. Swaminarayan Life Space LLP, have been mutated as owners in respect of the said land on 7/12 Extract and all record of rights by virtue of Mutation Entry No. 4934 dated 17/05/2018.

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## 5. Survey No. 61(363), Hissa No. 54 and 56

A. The said property was originally owned and possessed by one Sukrya Halya Gaikwad. The Said Sukrya Halya Gaikwad died on 20/03/1985. After the death of said original owner, his legal heirs were brought on record i.e. Narayan Sukrya Gaikwad (son) and Gangabai Krushna Gaikwad (Married daughter) were brought on record by Mutation Entry No- 4355 dated 22/05/1987. Thereafter Narayan Sukrya Gaikwad died intestate on 28/08/1997 leaving behind him the following as his only

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Sr. No	Names of Legal Heirs of Narayan
1.	Suman Narayan Gikawad
2.	Chandrabhaga Narayan Gaikwad
3.	Madan Narayan Gaikwad
4.	Sangita Narayan Gaikwad

That vide mutation entry no. 4494, the names of aforesaid legal heirs of Narayan Gaikwad were recorded in the record of rights.

That Chandrabhaga Narayan Gaikwad died intestate on 06/09/1993 leaving behind him the following as her only legal heirs.

Sr. No	Names
1.	Ranjana Ashok Bhoir
2	Anjana Shirish Gaikwad
3.	Sanjivani Narayan Gaikwad
4.	Sharada Narayan Gaikwad

That vide Mutation Entry No- 4536, the names of aforesaid Legal heirs were brought on record.

C. The said Shiva Halya Gaikwad died intestate leaving behind him the following as his only legal heirs -

Owner

Sr. No.	NAMES
1.	Ramdas Shiva Gaikwad
2.	Bhagubai Sitaram Gaikwad
3.	Draupadibai Shivram Randive
4.	Mangubai Nana Gaikwad
5.	Sunanda Alias Lilabai Vasant Sonawale

That vide Mutation Entry No- 4536, the names of aforesaid legal heirs were brought on record in place of Shiva Halya Gaikwad.

D. That Ramdas Shiva Gaikwad died intestate on 22/12/2006, leaving behind him the following as his only Legal heirs:

	N	- 0	तल	न-१
Sr. No	Names			1
1,	Ratan Ramdas Gaikwad	934	48	231984
2.	Bharat Ramdas Gaikwad	*	20	35
3.	Santosh Ramdas Gaikwad	<u> </u>	-	` *
4.	Prashant Ramdas Gaikwad	,		173
5.	Pramila Suresh Kamble	10	1	100
		110		2 / 11.11

That vide Mutation Entry No- 4589 the names of aforesaid legal he were brought on record in place of Ramdas Shiva Gaikwatt

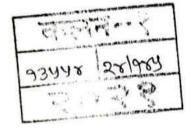
E. That Mangubai Nana Gaikwad intestate on 11/09/1994, him the following as her only legal heirs:

Sr. No	Names			
1.	Sharubai Vasant Gaikwad			
2.	Ranjanabai Bhagwan Kamble			
3.	Pushpa lahu Kamble Sharada Sham Gaikwad Kusum Vilas Gaikwad Kamini Bharat Gore			
4.				
5.				
б.				
7.	Chandu Nana Gaikwad			
8.	Hari Nana Gaikwad			

Owner

That vide Mutation Entry No- 4601 and 5601the names of aforesaid legal heirs were recorded in record of rights in place of Mangubai Nang Gaikwad.

F. That the said Sunanda alias Lilabai Vasant Sonavale died of 02/07/2014. The details of legal heirs of Sunanda alias Lilabai Vasan Sonavale are as under-



Sr. No	Names	
1.	Seema Sunil Sawant	
2.	Surekha Naresh Kamble	
3.	Sarika Kailas Salunkhe	
4.	Usha Vasant Sonavle	
5.	Pooja Vasant Sonavale	

By virtue of the aforesaid Mutation entries, the names of legal heirs of Halya Kalya Gaikwad were mutated in the record of rights as owners.

That by and under Agreement for Sale dated 02/02/2017 registered in the office of Sub-Registrar of Assurance Kalyan-1 at Sr. No-1265/2017 registered on even date the land owners Smt. Suman Narayan Gaikwad and others (branch of the Sukrya Gaikwad) have agreed to sale and transfer their undivided share in respect of said property under reference unto M/s. Swaminarayan Life Space LLP through its Partners on terms conditions and consideration mentioned therein.

H. In pursuant to the aforesaid Agreement for sale dated 02/02/2017, the owners Smt. Suman Narayan Gaikwad and others have also executed Power of Attorney dated 02/02/2017 in favour of partners of M/s Swaminarayan Life Space LLP to do all acts deed and things set out therein. The said Power of attorney is registered in the office of Sub-Registrar Kalyan-1 at bearing Sr. No- 1266/2017.

Owner

- I. By and under Agreement for sale dated 20/04/2017 registered in the office of Sub-Registrar of Assurance Kalyan-1 at Sr. No-4314/2017 registered on even date the land owners Shri. Ratan Ramdas Gaikwad and others (Branch of Shiva Gaikwad) have agreed to sale and transfer their undivided share in respect of said property under reference unto M/s. Swaminarayan Life Space LLP through its Partners on terms conditions and consideration mentioned therein.
- J. In pursuant to the aforesaid Agreement for sale dated 20/04/2017, the owners Shri. Ratan Ramdas Gaikwad and others have also executed Power of Attorney dated 20/04/2017 in favour of partners of M/s. Swaminarayan Life Space LLP to do all acts deed and things set out therein. The said Power of attorney is registered in Registrar Kalyan-1 at bearing Sr. No- 4315/2017.
- K. By and under Agreement for sale dated 14/07/2017 registered in the office of Sub-Registrar of Assurance Kalyan-5 at Sr. No-8755/2017 registered on even date, Smt. Ashwini alias Ranjana Ashok Bhoir and others (one of the branch of Narayan Sukrya Gaikwad) have agreed to sale and transfer their undivided share in respect of said property under reference unto M/s. Swaminarayan Life Space LLP through its Partners on terms conditions and consideration mentioned therein.
- L. In pursuant to the aforesaid Agreement for sale dated 14/07/2017, the owners Smt. Ashwini alias Ranjana Ashok Bhoir and others and others have also executed Power of Attorney dated 14/07/2017 in favour of partners of M/s. Swaminarayan Life Space LLP to do all acts deed and things set out therein. The said Power of attorney is registered in the office of Sub-Registrar Kalyan-5 at bearing Sr. No- 8756/2017.
- M. By and under Agreement for sale dated 09/10/2017 registered in the office of Sub-Registrar of Assurance Kalyan-2 at Sr. No-10800/2017 registered on even date, Smt. Gangabai Krishna Gaikwad have agreed to

sale and transfer her undivided share in respect of said property undereference unto M/s. Swaminarayan Life Space LLP through its Partner on terms conditions and consideration mentioned therein.

N. In pursuant to the aforesaid Agreement for sale dated 09/10/2017, the owners Smt. Gangabai Krishna Gaikwad has also executed Power Attorney dated 09/10/2017 in favour of partners of M/s. Swaminaraya Life Space LLP to do all acts deed and things set out therein. The sai Power of attorney is registered in the office of Sub-Registrar Kalyan-2.

bearing Sr. No- 10801/2017.

By and under Agreement for sale dated 30/10/2017 registered in the office of Sub-Registrar of Assurance Kalyan-2 at Sr. No-11509/2017 registered on even date the land owners Smt. Seema Sunil Sawant and others (legal heirs of Sunanda @Leelabai Vasant Sonavale) (one of the branch of Shiva Gaikwad) have agreed to sale and transfer their undivides share in respect of said property under reference unto M/s Swaminarayan Life Space LLP through its Partners on terms condition and consideration mentioned therein.

In pursuant to the aforesaid Agreement for sale dated 30/10/2017, the owners Smt. Seema Sunil Sawant have also executed Power of Attorned dated 30/10/2017 in favour of partners of M/s. Swaminarayan Life Space LLP to do all acts deed and things set out therein. The said Power of attorney is registered in the office of Sub-Registrar Kalyan-2 at bearing St No- 11510/2017.

Q. By and under Agreement for sale dated 19/12/2018 registered in the office of Sub-Registrar of Assurance Kalyan-2 at Sr. No-15014/2018 registered on even date the land owners Smt. Sherubai Vasant Gaikwad and others (legal heirs of Mangubai Nana Gaikwad) (one of the branch of Shiva Gaikwad) have agreed to sale and transfer their undivided share it respect of said property under reference unto M/s. Swaminarayan Lill

Owner

Space LLP through its Partners on terms conditions and consideration mentioned therein.

- R. In pursuant to the aforesaid Agreement for sale dated 19/12/2018, the owners Smt. Sherubai Vasant Gaikwad and others have also executed Power of Attorney dated 19/12/2018 in favour of partners of M/s. Swaminarayan Life Space LLP to do all acts deed and things set out therein. The said Power of attorney is registered in the office of Sub-Registrar Kalyan-2 at bearing Sr. No- 15015/2018.
- S. It appears that, by and under Agreement for Sale dated 12/04/2019, registered in the office of Sub-registrar of Assurances, Kalyan -2 at serial no. 5438, Shri Ramesh Sitaram Gaikwad and others have agreed to sell their share in respect of the aforesaid property unto M/s. Swaming available Life Space LLP through its Partners on terms conditions and consideration mentioned therein.
- T. In pursuance to the aforesaid Agreement for Sale, Shri Ramesh Sitaram Gaikwad and others have executed a Power of attorney dated 12/04/2019, registered in the office of Sub-registrar of Assurances Kalyan -2 at serial no. 5439 in favour of partners of M/s Swaminarayan Life Space LLP to do all acts deed and things set out therein
- U. It appears that, by and under Deed of Confirmation dates 18/04/2019; registered in the office of Sub-registrar of Assurances, Kalyan no. 5704, Smt. Lata Balaram Gaikwad has confirmed the aforesaid Agreement for Sale dated 12/04/2019.
- V. It appears from the order passed by Collector, the conditions of Navin Shart has been relaxed and the tenure of land of Survey No- 61 Hissa No-54 and 56 under reference has been converted from Occupant Class-II to Occupant Class- I. (Bhogwatdar No-1). The said order is reflected in M.E No- 4990.

Owner

F. That by and under Sale Deed dated 17/10/2019 duly registered in the office of Sub-Registrar of assurance at Kalyan-4, bearing Serial No. 13389/2019, Suman Narayan Gaikwad and others have sold, transferred and conveyed the aforesaid property to M/s. Swaminarayan Life Space LLP, the Promoter herein.

Survey No. 61(363), Hissa No. 51(pt) and 55

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The Land was originally owned by one Shri. Pandu Nathu Mahar. The said Pandu Nathu Mahar. After the death of the said original owner by Mutation Entry No.- 3625 dated 11/09/1977 that Smt. Bamubai Dagdu Jadhav and Smt. Laxmibai Gopal Pawar being legal heirs, their names have been recorded in record of rights in place of Pandu Nathu Mahar.

The Smt. Laxmibai Gopal Pawar died on 25/05/1983 leaving behind no any legal heirs. The Smt. Bamubai Dagdya Jadhav died on 10/03/1986 leaving behind her married daughter Smt. Nirabai Halya Bhalerao. The said Smt. Nirabai Halya Bhalerao died on 11/09/1991 leaving behind the legal heirs namely 1. Shri. Nandkumar Halya Bhalerao, 2. Shri. Ganesh Halya Bhalerao, 3. Smt. Vijayabai alies Laxmibai Manik Gaikwad, 4. Smt. Jijabai Tukaram Gaikwad and 5. Smt. Sushila Sudhakar Jadhav. These names were mutated in Revenue records on 07/01/2011 by Mutation Entry No. 4682.

- F. By and under sale Deed dated 25/05/2017 registered in the office of Sub-Registrar Kalyan-1 under Serial No. **5678/2017** the said owners sold, transferred and conveyed Survey No. 61(363), Hissa No. 51(pt) and 55 unto M/s. Swaminarayan Life Space LLP, a Registered Partnership firm as purchaser, herein Promoter.
- G. In view of the said above Deed, the name of M/s. Swaminarayan Life Space LLP, have been mutated as owners in respect of the said land on 7/12 Extract and all record of rights by virtue of Mutation Entry No. 4868 dated 06/07/2017.

Owner

And Whereas the Plot no. A and Plot No. B are adjacent to each other and hence collectively called and referred to as the "Entire property".

And Whereas the Promoters are in Possession of the entire property by virtue of above the said Deeds. The Promoter is entitled to develop the entire property in view of above deeds in phase wise manner and / or as they deem fit and proper.

- "SWAMINARAYAN CITY PHASE I" under the buildings name "ATHENA", "ALMADA" AND "AVEIRO" & "SWAMINARAYAN CITY PHASE 1A" under the buildings name "ESTONIA", "AMADORA" & "SWAMINARAYAN CITY PHASE 1B" under the buildings name "GEORGIA" ( the "building" or any other such names as may be decided by the Promoter) comprising of residential cum commercial buildings on the said property.
- particularly described in Title Certificates issued by Adv. Vaishali
  Kapure annexed as Annexure "4", and the same shall be deemed to
  form part of the recitals of this Agreement.
- been obtained vide order bearing No. SR. 28/2018 paid by receipt no. 938 dated 29/01/2018, SR. 78/2018 paid by receipt no. 942 dated 29/01/2018 and SR. 38/2018 paid by receipt no. 58 dated 25/04/2018, SR/287/2019, SR. 298/2018 paid by receipt no. 448 dated 03/08/2018, SR. 130/2019 paid by receipt no. 157 dated 16/05/2019 and SR. 258/2019 paid by receipt no. 137 dated 05/11/2019 A copy of N.A. Order annexed hereto as Annexure "5".

Owner

d. The Promoter through its Architect Mr. VIJAY ARVIND PATHAK h submitted building plans to Kalyan Dombivli Municipal Corporation (hereinafter referred to as "the said Corporation") for its approval respect of the said Plot no. A. The corporation has duly sanction the plan as per section 44 and 45 and 253 of M.R.T.P. Act 1966 via KDMC/NRV/BP/DOM/CC/0026/18 dated 11/07/2018 upon terms & Conditions mentioned therein for carrying out construction on Plot no. A. The said Corporation granted C.C. A copy of C.C.

Innexed hereto as Annexure "6".

The Fromoter through its Architect Mr. Mr. VIJAY ARVIND PHATA has submitted building plans to Kalyan Dombivli Municip Corporation (hereinafter referred to as "the said Corporation") for i revision in respect of the said Plot no. A which has been du sanctioned by the said Corporation vide KDMC/NRV/BP/DV/2018 19/0026/54 dated 26/06/2019 for carrying out construction (Wing A & B consisting of Stilt Part, Ground Part + 16 upper Floors and Wing C consisting of Stilt Part, Ground Part + 1 upper Floors. The said Corporation granted Revised C.C. A copy (Revised C.C. is annexed hereto as Annexure "6".

f. The Promoter through its Architect Mr. VIJAY ARVIND PATHAK has submitted building plans to Kalyan Dombivli Municipal Corporation (hereinafter referred to as "the said Corporation") for its approval it respect of the said Plot No. B. The corporation has duly sanctioned the plan as per section 44 and 45 and 253 of M.R.T.P. Acts 1966 vide KDMC/NRV/BP/DOM/CC/0004/19 dated 10/01/2019 upon terms & Conditions mentioned therein for carrying out construction of Wing D & H consisting of Basement + Stilt + podium + 22 Upper Floors for Residential and Commercial use. The said Corporation granted C.C. A copy of C.C. is annexed hereto as Annexure "6".

Owner

g. The Promoter being entitle to the entire property, i.e. Plot A & plot B, decided to get the plans revised by amalgamating the entire property, i.e. Plot A & plot B, therefore The Promoter through its Architect Mr. VIJAY ARVIND PATHAK has submitted revised building plans to Kalyan Dombivli Municipal Corporation (hereinafter referred to as "the said Corporation") for its approval in respect of the said Plot No. A & B. The corporation has duly sanctioned the plan as per section 44 and 45 and 253 of M.R.T.P. Acts 1966 vide KDMC/TPD/BP/DOM/2018-19/0026/156 dated

18/03/2021 upon terms & Conditions mentioned

carrying out construction of following buildings:

### Plot A

Building A - Stilt Part + Ground Part + Podium floors+ upper 24 floor

(Residential +Commercial)

Building B- Stilt Part + Ground Part + Podium floors + upper 24 floor

(Residential +Commercial)

Building C- Stilt Part + Ground Part + Podium floors

(Residential +Commercial)

#### PLOT B

**Building D-** Stilt Part + Ground Part + Podium floors + upper 26 floor (Residential +Commercial)

Building H- Stilt + Ground + Podium floors + upper 24 floor (Residential)

**Building G**- Stilt + Ground + Podium floors + upper 26 floor (Residential)

Building F- Stilt + upper 17 floor (For MHADA)

Owber

The said Corporation granted Building permission for the entire property.

A copy of Building permission is annexed hereto as **Annexure "6"**.

h. The Promoter has intended to construct multi-storied residentic cum commercial buildings comprising self-contained independential residential Flat.

The Promoter by virtue of the said Agreement for Sale, confirmatic Deed and said Power of Attorney as well as sanctioned plan by the said Corporation, is entitled to develop the said Property and all has sole and exclusive rights to sell the Flat in the building/s to be constructed thereon and to enter into Agreement/s with the Fl Purchaser/s and receive the sale consideration in respect thereof.

The Promoter is constructing buildings namely "ATHENA "ALMADA" AND "AVEIRO" on the Plot-A and "ESTONIA "AMADORA" and "GEORGIA" on the Plot-B (the "building" or ar other such names as may be decided by the Promoter)

### PLOT A

Wing - A Stilt Part + Ground Part + Podium floors+ upper 24 floo (Residential +Commercial) will be known as "ATHENA".

Wing - B Stilt Part + Ground Part + Podium floors+ upper 24 floo (Residential +Commercial), will be known as "ALMADA"

Wing - C Stilt Part + Ground Part + Podium floors+ upper 24 floo (Residential +Commercial), will be known as "AVEIRO".

Owner

### PLOT B-

k.

**Building D**- Stilt Part + Ground Part + Podium floors + upper 26 floor (Residential +Commercial), will be known as "ESTONIA".

**Building- H-** Stilt + Ground +Podium floors + upper 24 floor (Residential), will be known as "AMADORA".

Building G- Stilt + Ground + Podium floors + upper 26 floor (Residential) will be known as "GEORGIA"

Building F- Stilt + upper 17 floor (For MHADA) will Ge

The Promoter has registered the said Building under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA") and the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, registration of real estate agents, rates of interest and disclosures on we have Rules 2017 (hereinafter referred to as "Maharashtra RERA Rules") with the Real Estate Regulatory Authority (hereinafter referred to as "RERA Authority") under project registration number P51700018305 for Saturna an City Phase I & registration number P51700019326 for Swaminarayan City Phase 1A & registration number P51700031749 for Swaminarayan City Phase 1B (hereinafter referred to as the "said collectively called as Project"). Accordingly, the said Project shall be considered as a separate project within the meaning of the RERA and

The Promoter has appointed Architect Mr. VIJAY ARVIND PATHAK having License No. CA/2001/27890 as their architects for the said Project and the same is as per the prescribed format prescribed by the Council of Architect, whereas the Promoter has also appointed RCC specialist and Structural Engineer Mr. Subramanya Rao (SR Consultants) having Registration No. MCGM/STR/R/43 for

Maharashtra RERA Rules. A copy of the registration certificate is annexed

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and marked hereto as Annexure "7".

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preparation of the structural designs and drawings of the building by accepting the professional supervision of the Architects and the structural Engineers till the completion of the Building. The structural designs prepared by the said structural engineers are earthquake resistance which is duly certified by said Structural Engineer Certificate dated 02/03/2019 A copy of stability certificate

is annexed as Annexure "8".

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e Purchaser has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined detail by his/her/its Advocates and/or other consultants. The Purchase has agreed and consented to the development of the said Property, is the manner mentioned in the RERA Certificate. The Purchaser/s has have demanded from the Promoter and the Promoter has given full free and complete inspection to the Purchaser/s of all the documents of title //relating to the said Property, the said plans, designs and pecifications prepared by the Promoter's Architect, Engineers and approved by the concerned authorities and such other documents a are specified under the RERA (herein referred to as the "said Act") and the Rules made there under. The Promoter has furnished to the Purchaser/s true copies of all such documents as mentione hereinabove. The Purchaser hereafter shall not be entitled to make an requisition or call for any further documents of title of the said property from the Promoter. The Purchaser has also examined all documents and information uploaded by the Promoter on the website of the Authority 2 required by RERA and the RERA Rules and has understood the documents and information in all respect. The Purchaser/s has/haw entered into the said Agreement knowing fully well and understanding the contents and the implications thereof and has/ have satisfied himself herself/ themselves as regards the title of the Promoter to the sail Property. The Purchaser/s hereby accepts the title of the Promoter to the same;

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- The Purchaser/s has/ have applied to the Promoter for allotment to the m. Purchaser/s and Promoter has agreed to allot to the Purchaser/s on Ownership basis a Flat, ("Carpet Area" shall mean the net area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/verandah/open terrace area or any exclusive open terrace area. Carpet area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to tolerance of +/-3 percent on account of structural, design and construction variances. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area the details of which are more particularly described in Annexure "1" hereto and shown by red colour outline on the plan annexed hereto as Annexure "11" ("hereinafter referred to as the Flat"), together with/without the a covered (i.
- n. The Promoter alone shall have the sole and exclusive right to sell, lease, convey, assign, transfer etc. the Flat and premises in the said building to be constructed by the Promoter and to enter into agreement/s with the purchaser/s and to receive the sale price in respect thereof. The Purchaser/s further agree/s that the Promoter shall in the own discretion appoint an agency to maintain, manage and control all the other common areas and amenities and facilities in the said building and for such other purposes as may be agreed upon between the Promoter and the said agency;

mechanically operated car parking space;

o. The Promoter alone shall have the sole and exclusive right to sell, lease, convey, assign, transfer etc. the Flat and premises in the said building to be constructed by the Promoter and to enter into agreement/s with

Owner

Purchaser/s

93448

the purchaser/s and to receive the sale price in respect thereof. The Purchaser/s further agree/s that the Promoter shall in its own discretion appoint an agency to maintain, manage and control all the other common areas and amenities and facilities in the said building and for such other purposes as may be agreed upon between the Promoter and the said agency;

the said Property and all orders, permissions and plans and to representations made herein by the Promoter, the Purchaser/s here agree/s to purchase from the Promoter and the Promoter here agree/s to sell and transfer to the Purchaser/s on Ownership basis the said Flat along with the right to use in common the open areas attached to the said Flat as well as the proportionate common areas, amenitic and facilities in the said building on the terms and conditions hereinafted appearing;

- q. The total consideration of the said Flat and the payment term thereof are detailed in <u>Annexure "2"</u> annexed hereto and th Purchaser/s has/ have agreed to pay to the Promoter balance of th sale consideration and other charges and deposits in the manne hereinafter appearing;
- r. The Promoter is required to execute a written agreement for sale of sale. Flat to the Purchaser/s under the said Acts being in fact these present and also registered the said Agreement under the Registration Act 1908.
- and as mutually agreed upon by and between the parties as well a replying upon the said application made by the Allottee, the Promoter hereby agree to sell and the Allottee hereby agrees to purchase the said Flat and or Parking (if any) at or for the consideration and on ownership basis in the manner appearing hereinafter.

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

The Parties hereto agree that the recitals hereinabove shall form an integral part of this Agreement.

### PLANS:

The Promoter shall construct/develop the said building's in the known as "SWAMINARAYAN CITY PHASE I/1A/1B" or any other name as may be decided by the Promoter on the said Property for the residential cum commercial use in accordance with the plans, designs, specifications approved and/ or will be approved and/ or amended by the concerned local authorities from time to time. It is agreed by the Parties hereto that the Promoter be entitled to make such variations and modification as the reporter consider necessary for using the full potential of the said Property or as may be required by the concerned local authority/ Government, using such present and future Floor Space Index ("FSI")/ Transferable Development Right ("TDR") that may be available to the Promoter, from the concerned authority and/ or such other global FSI/ TDR that may be available to the Promoter. It being clearly agreed and understood by the Purchaser/s, that any benefit available by way of increase in FSI/ TDR, which may be increased by way of global FSI/ TDR or otherwise, shall only be for the use and utilization by the Promoter, and the Purchaser/s shall have no right and/ or claim in respect of the same, whether during the time of commencement of construction or during construction or after construction having been completed but before execution of the final conveyance deed that may be executed in favour of the society or condominium or any other entity that may be formed between the Flat purchaser/s but after completion of the entire project.

The Allottee has prior to execution of this agreement satisfied himself with the title of the said first owner & promoter to their respective property including the

Owner

agreements & other documents refereed to hereinabove and the allottee herebagree and confirm that he/she/they shall not be entitled to further investigate the title of the respective co-promoter (owner) and promoter, right of development and No requisition or objection shall be raised by the allottee in any matter relating thereto or howsoever in connection therewith.

AGREEMENT:

93448 361984 the said Flat No. A/2106 is 37.12 square meters and "carpe area" means the net usable floor area of Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee or varanda area and exclusive oper terrace are appurtenant to the said Flat for exclusive use of the Allottee, bu includes the area covered by the internal partition walls of the Flat (i.e. carpe area of the Fat is 37.12 sq. meters. and of the exclusive balcony area, open errace area Cupboard area and service area is 10.25 sq. mtrs) on the 214 floor, in the Building "ATHENA", on Plot No- A (herein after referred to as the said "premises"), in the scheme of construction known as "SWAMINARAYAN CITY PHASE I/1A/1B" more particularly described in Annexure "1" along with the right to use in common the open areas attached to the said Flat as well as the proportionate common areas, amenities and facilities in the said building for the total consideration as mentioned in Annexure "2".

### 3. PAYMENT:

3.1 In addition to the above consideration, the Purchaser/s has/ have further agreed and accepted to pay the amount towards GST, cess any other taxes as applicable, stamp duty, registration charges/ fees, deposit and charges for society formation, maintenance charges, charges for electricity connections/ meter, legal charges, and various other charges which has been stated under this Agreement. The Purchaser shall also pay in addition to the total consideration as mentioned in <a href="#">Annexure "2"</a>, any WCT/GST/cess or any other new levies/ tax (direct and indirect)

Purchaser/s

Owner

become payable in respect of this Agreement either in future or with retrospective effect, the same shall be borne and paid by the Purchaser/s alone. The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the said building is complete and the Occupation Certificate with respect to the said Flat is granted by the KDMC, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. It is hereby agreed that if there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser towards consideration, which shall be payable by the Furchaser prior to taking possession of the said Flat.

- 3.2 The Purchaser/s hereby agree to pay all the amounts (including interest) payable under the terms of this Agreement as and when it becomes due and payable, time for the payment of each installment being the essence of this Agreement. Dispatch of demand letter electronically or / and by post/ courier, shall be deemed as receipt of the same by the Purchaser, the Purchaser shall not claim for receipt of the demand letter as a plea, or an excuse for non-payment of any amount or amounts on their respective due dates.
- 3.3 Time shall be the essence of contract for all payments/deposits to be made by the Purchaser/s under this Agreement and at law. The Purchaser/s hereby agree and undertake to pay each and every instalment within 10 (Ten) days of the respective due dates as mentioned in <a href="#">Annexure "10"</a> hereto. Without prejudice to the above, if the Purchaser/s fails to make the payment within a period of 10 days or levied mentioned in the demand letters/emails, then and in such an event, the Purchaser/s agrees to pay to the Promoter interest on all the amounts outstanding under the terms of this Agreement at the rate

Owner

of the State Bank of India Highest Marginal Cost of Lending Rate pla 2% per annum and for continued default beyond 30 days penal interest the rate of 6% p.a over and above the State Bank of India PLR pla 2% Provided that, payment of interest shall not save the termination this agreement by the Promoter on account of any default/ bread committed by the Purchaser/s in payment of any outstanding amoun and/or on account of any default/breach committed by the Purchaser of any of the terms and conditions herein contained. It is specifical agreed that the amount received by Promoter will be first appropriate

towards interest receivable by the Promoter.

10 addition to the purchase price and the charges and deposit mentioned hereinabove, the Purchaser/s doth/do and each of them dot hereby agree/s to pay/reimburse to the Promoter on demand his/ her their proportionate share of increased development charges or othe charges/deposits in case the Municipal Corporation or the Concerne Authority/Government claims the same either due to any change in th Laws, Rules, Bye-laws or otherwise for any reason whatsoever.

Purchaser/s further agrees, declares and undertakes that in th event of delay in payment of any instalment or any other amour under this agreement or otherwise, the Promoter shall be entitled t raise, recover and receive the amount of interest at any point of time.

The total consideration as mentioned in Annexure "2" to be paid by the 3.6 Purchaser/s has been calculated inter alia on all the authorities permissions and on the basis that the Purchaser/s have granted the irrevocable and binding consent to make any such variations alterations, amendments or deletions as may be permissible under the provisions of law. In the event that the Purchaser/s withdraw the consent or in the event the validity of the same is challenged, then the amount of consideration under Annexure "2" shall automatically stan

enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Promoter due to such consent not being granted to the Promoter.

3.7 The Allottee authorizes the Promoters to adjust/appropriate all payment made by him/her under any Head(s) of dues against lawful outstanding if any in his /her name as one Promoter may in their sole discretion deem fit and one Allottee undertakes not to object/demand direct the Promoters to adjust his payment in any manner.

### 4. OBLIGATIONS OF PROMOTER:

- 4.1 The Promoter hereby agrees to observe perform and comply with all the terms and conditions, stipulations and restrictions if any, which, may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall before handing over possession of the said Flat to the Purchaser/s, botain from the concerned local authority occupation, either in full or in particular completion certificates in respect of the said Flat.
- 4.2 The Promoter hereby declares that initially for Plot A 16,555.16 and Plot B 14,361.49 square meters FSI was available in respect of the entire property. However as per the revised sanctioned C.C. the area of FSI has been enhanced to extend for Plot A 40,460.68 and Plot B- 37,932.33 square meters and therefore the 1,74,096 square meters FSI is available in respect of the said Property as per the prevailing Development Control Regulations.
- 4.3 In addition to the above, the Promoter has further informed to the Purchaser/s that as per the prevailing rules and regulations of the Development Control Regulations Act., 1991 and/ or Kalyan Dombivali Municipal Corporation, the Promoter is additionally entitled to

purchase and load TDR on the said Property for construction purpose and the Promoter shall carry out the construction activities on the said Property as per the discretion of the Promoter.

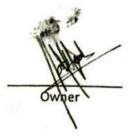
### 5. DEFAULT BY THE PURCHASER/S AND THE CONSEQUENCES:

In the event that

or

The Parchaser terminates this agreement for any reason whatsoen excluding any termination due to a default of the Promoter under RER

- 5.2 The Purchaser/s committing default in payment of any amount du and payable under this Agreement (including his/her proportionate share of property taxes levied by concerned local authority and othe outgoings, deposits etc.)
- 5.3 and/ or the Purchaser/s committing breach/es of any of the terms and conditions herein contained, this Agreement shall stand terminated.
- 5.4 Provided always that in the above events the Promoter shall have given to the Purchaser/s notice in writing of its intention to terminate this Agreement specifying the default in payment of amounts or/and other the breach or breaches of terms and conditions of this agreement and giving the Purchaser/s an opportunity to remedy such breaches within 15 days of such notice. In the event the Purchaser fails to remedy the breach/es, this Agreement shall stand terminated forthwith, irrespective of whether the Promoter has refunded any amounts to the Purchaser. Upon such termination of this Agreement as per Clause 5.1 above, the Purchaser consents and the Parties agree that 50% of the sale consideration and any other amount which may be payable to the Promoter shall stand forfeited and the Promoter shall refund the balance sale/consideration received after adjusting and retaining the 50% of the



total sale consideration for the Flat towards agreed liquidated damages.

In the event that the sale consideration paid till the date of termination is less than 50% of the sale consideration, the Promoter shall be entitled to retain the entire sale consideration paid till the date of termination as agreed liquidated damages. It is agreed that the upon such termination, the Purchaser shall sign, execute, and register Deed of Cancellation with respect to the said Flat. In the event Purchaser fails to do so, the Promoter shall be entitled to retain all amounts to be refunded to the Purchaser as stated above and shall not entitled to claim any right, title and/or interest over the said Flat. It is agreed that the Promoter shall not be liable to pay to the Purchaser/s any interest on the amount refunded upon termination of this agreement. Irrespective of whether the Purchaser executed the Deed of Cancellation or received the refund amount, the Promoter shall be at liberty to dispose and sell the said Flat to such person and at such price as the Promoter may in its absolute discretion think fit irrespective of whether any amount to be refunded to the Purchaser has been refunded. It is further expressly agreed and understood between Promoter and Purchaser/s that the Promoter shall not be liable to refund the amount to the Purchaser/s till such time the said Flat is sold by the Promoter to the thing part have realized the total amount from third party.

In the event of such termination, if the amount paid by the Purchasen are less than the total dues recoverable, then the Purchaser/s will be liable to pay the difference amount to the Promoter within 7 days of such cancellation, failing which the amount would attract interest at the rate of the State Bank of India Highest Marginal Cost of Lending Rate plus 2% and for continued default beyond 30 days pend therest at the rate of 6% p.a over and above the SBI PLR plus 2% till arch that the payments are made.

Owner

5.6 The refund of any amounts by the Promoter shall be net of any taxe cess, charges, fees paid to the Government or any competent authorizing tax deducted at source, Goods and Service Tax, etc. and the Promoter shall not be liable to refund such amounts paid in respective.

93448 The Promo

The Promoter shall also be entitled to adjust and retain any other amount which may be payable to the Promoter by the Purchaser/s.

Only in the event that the Purchaser/s terminates this Agreemen due to failure of the Promoter to give possession of the said Fla Premises within the period agreed herein, the Promoter shall refund the Purchaser/s the booking amount/earnest money or any other amounts till then paid by the Purchaser to the Promoter with interest a the State Bank of India Highest Marginal Cost of Lending Rate plus 29 per annum and for continued default beyond 30 days penal interest a the rate of 6% p.a over and above the State Bank of India PLR plu 2%. It is further provided, that in such circumstances, the Purchaser/ shall not be entitled to any additional compensation, loss or damag including but not limited to the loss, if any, being the difference of the amount in the rate at which the Purchaser/s booked the said Flat and the rate prevailing at the time of cancellation by the Purchaser/s. The Purchaser/s will also be liable to pay interest on any default payment at per the terms, herein contained, at the time of making accounts when the Purchaser/s has expressed his/ her/ their desire to cancel the Agreement. It is agreed by and between the Parties that the entire above-referred amount due and payable by the Purchaser/s as specified hereinabove shall be received by the Promoter from the Purchaser/s till the time of such cancellation. In the event of such termination, if the monies paid by the Purchaser are less than the total dues recoverable then the Purchaser/s will be liable to pay the difference amount to

Owner

the Promoter within 30 days of the application for cancellation, failing which the amount would attract interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum and for continued default beyond 30 days penal interest at the rate of 6% p.a over and above the State Bank of India PLR plus 2%, till such times that the payments are made, inclusive of the accrued interest.

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5.9 If the Purchaser/s has availed of a loan from financial institutions of

banks or any other lender (the "Lender") against the security of the said Flat for which a written NOC/ consent and approval of the Promoter has been issued, then in the event of (a) the Purchaser/s committing a default of the payment of the installments of the consideration amount (b) the Purchaser/s deciding cancel the agreement and/ or (c) the Promoter exercising its right to terminate this Agreement, the Purchaser/s shall clear the mortgage debt out and the time of the said termination. The Purchaser/s shall obtain the NOC or such necessary letter and other documents including but not limited to the original registered Agreement for Sale and NOC from the Promoter, receipt etc. from the Lender stating that the Purchaser/s has/ have cleared the mortgage debt. Notwithstanding the above, the Purchaser's obligation to make payment of the installments under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional.

5.10 It is also agreed that the Purchaser/s shall be solely responsible to ensure timely disbursement of the installments towards consideration from the Lender. Any delay in receiving the installment from the Purchaser/s or the Lender for any reason whatsoever will entitle the Promoter to charge interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% and for continued default beyond 30 days penal interest at the rate of 6% p.a over and above the State Bank of India PLR plus 2% on the outstanding amount.

Owner

### 6. AMENITIES:

The Promoter has agreed to provide the amenities/facilities in the sai Flat as per details mentioned in the Annexure "9".

### RIGHTS OF PROMOTER:

It is expressly agreed that the right of the Purchaser/s under the Agreement is only restricted to the said Flat agreed to be sold by the Promoter to the Purchaser/s and all other premises shall be the sold property of the Promoter and the Promoter shall be entitled to selded or dispose of the same without any reference or recourse of consent or concurrence from the Purchaser/s in any manner whatsoeve to any third party.

of the said Property, the building plans, other approvals for, is accordance with prevailing provisions of law, including but not limited to

- 7.3 acquisition of additional plots/ property/ adjoining property and inclusion of such plots of land in the lay out plan of the said Property and
- 7.4 amalgamation of the said Property with any adjoining plots of land;
- 7.5 The Purchaser/s and/ or the Organisation/ Apex Body or any other body formed by the purchasers/ of the said Property shall not have any objections to the aforesaid and the Purchaser/s hereby grants his/ her their irrevocable consent and no objection to the Promoter to carry out the necessary acts, deeds, matters and things.

Owner

- 7.6 The Promoter plans to construct and develop the said Property or the said Project further in the future and details of which have been certified and permitted / or will be certified and permitted under the RERA certificate and inter alia the include the following:-
- 7.7 If the Floor Space Index (FSI), by whatever name or form is increased (a) in respect of the said Property and/ or additional construction (i.e. more than what is envisaged at present) is possible on the said Property (b) on account of Transfer of Development Rights (TDR) (or in any other manner is made available for being utilised or otherwise and/or if the sanctioning authorities permit the construction of additional floors/ wing, then in such event, the Promoter shall be entitled to construct such additional floors, wing/s as per the revised building/s plane and deal with the same in the manner the Promoter deems fit and proper.
- 7.8 The Purchaser/s expressly consent/s and confirms the irrevocable and unfettered right of the Promoter to construct the said building and other structures (if any) on the said Property and/or additional floors on the said building being constructed/ to be constructed in the future as on the said Property in the manner as per the permissions approvals received from time to time, without any further or other consent or concurrence in future. These consents and confirmation shall be treated as irrevocable No Objection ("NOC") consent, permission great building and other Purchaser, under sections 7 and 7A of MOFA and Section 14 of the RERA or any amendment shall be deemed to have been complied herewith, to the same as long as the total area of the said Flat is not reduced.
- 7.9 The Promoter shall always have a right to get the benefit of additional Floor Space Index for construction from sanctioning authorities and also to make the additions, alterations, raise storey/s or put up

additional structures as may be permitted by sanctioning authoritiand other competent authorities and such additions structures at storey/s will be the sole and absolute property of the Promoter alone.

7.10 The Promoter will be entitled to use the terrace/s including the paran wall for any purpose including display of advertisements and sign boar and for such purpose may utilize any common facility or amenity such; water, electricity etc. available in the said Flat to which the Purchaser/s shall not have any right to object, and it is express agreed that the Promoter shall entitled to put a hoarding or give ite for cell base station and telecom towers on the said Proper or on the Buildings or any part thereof including the terrace and the said hoardings may be illuminated or comprising neon sign and for the purpose Promoter is fully authorized to allow temporary or permaner construction or erection or installation either on the exterior of the building/s as the case may be and the Purchaser/s agrees not to object or dispute the same. The Purchaser/s shall not be entitled to raise an objection or claim or any abatement in the price of the said Flat agreed be acquired by him/ her/ them and/ or claim any compensation t damage on the ground of inconveniences or any other groun whatsoever from the Promoter. The Promoter shall be entitled to insta its logo in one or more places in or upon the building/s and the Promot reserves to itself full and free right of way and means and access to suc

7.11 The Purchaser/s hereby further agrees and covenants with the Promote to sign and execute all papers and documents in favour of the Promote or otherwise as may be necessary for the purpose of enabling the Promoter to construct the said building/s in accordance with the said plans relating thereto or such other plans with such additions and alterations as Promoter may in their sole discretion deem fit and proper and/or for the purpose of applying for or obtaining the

place or places for the purpose of repair, painting or changing the logo.

Owner

approval or sanction of the KALYAN DOMBIVALI MUNICIPAL CORPORATION or any other appropriate authorities in that behalf as well as for the construction of such building/s in the said Property upon or after the grant of such approval or sanction relating thereto provided the size and location of the said Flat agreed to be purchased by the Purchaser/s is/ are not in any manner adversely affected. The Purchaser/s agree/s that the said consent is irrevocable.

- 7.12 The Purchaser/s agrees and gives his/ her/ their irrevocable consent/s to the Promoter for carrying out the amendments, alterations, modifications and/ or variations to the scheme of development in respect of the said Property, including the layout plans, designs and elevations etc which are made available either at the Promoter's office or on the website of the Real Estate Authority. Further, the Promoter shall not be required to obtain consent in the following events:
  - a. Any minor additions or alterations.
  - b. Any addition or alterations to any common areas, amenities, etc.
  - c. Any addition or alteration in compliance of any direction or order issued by the competent authority or statutory authority under any law of the State or Central Government.
- 7.13 The Purchaser/s irrevocably agrees not to obstruct and properties any objections whatsoever and/or interfere with the Promote or carrying out amendments, alterations, modifications, variations as afor the further building/s plans, if any, in respect of one or more floors, wing or wings and/ or building or buildings to be developed and/ or constructed that are permissible as per the provisions of law.
- 7.14 The Purchaser/s is/are aware that proposed building is constructed with concession in open spaces/joint open spaces and the Promoter has executed registered undertaking in favour of the Municipal Corporation. It is further agreed between the parties that all undertaking, declaration,



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Indemnity bond/ bonds, deeds and writing/s given/ executed by Promoter in favour of concerned bodies/ authorities in respect of said Property and its development shall be binding upon Purchaser/s and society or condominium formed by the Purchaser/s

Flat.

40/984 7.15 In the event of the Organisation being formed and registered before a sale and disposal by the Promoter of all the Flat in the Building the power and authority of the Organisation so formed or that of 6 Purchaser/s and the Purchaser/s of other premises in the Building shall be subject to the overall authority and control of the Promoter respect of any of the matters concerning the Building(s), construction and completion thereof and all the amenities pertaining the same and in particular Promoter shall have the absolute author and control as regards the unsold Flat and disposal thereof. To Promoter shall be liable to pay only the municipal taxes, at actuals, respect of the unsold Flat, if any. In case the Organisation is forme before the disposal by the Promoter of all the Flat premises then the Promoter shall at its option (without any obligation) join in as a memb in respect of such unsold Flat and as and when such Flat are sold, ti Organisation shall admit such Purchaser/s as the member/s without

charging any premium/ transfer fees or extra payment of any natu

7.16 Till the entire development of the said Property is completed, ti Purchaser/s shall not interfere in any manner in any work development or construction and the Promoter alone shall have fu control, absolute authority and say over the un-allotted areas, road open spaces, gardens, infrastructure facilities, recreation facilities and or any other common facilities or the amenities to be provided in said Property and the Purchaser/s shall have no right or interest the enjoyment and control of the Promoter in this regard.

whatsoever

- 7.17 The Promoter shall be at liberty to sell, assign, transfer mortgage or otherwise deal with its right, title and interest in the said Property and/or the Building, provided that the same does not in any way materially prejudice the right of the Purchaser/s in respect of the said Flat which is agreed to be sold to the Purchaser/s.
- 7.18 In the event of the Promoter having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges, etc. payable to any sanctioning authority or other authority or the Government of Maharashtra, then the same shall be reimbursed by the Purchaser/s to the Promoter in proportion to the carpet area of the Flat or otherwise as may be determined by the Promoter and non-payment of the same, shall constitute a breach of this Agreement.
- Property to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the buildings that may be developed on the said Property. The Promoter shall also be entitled to designate any space in the said Property to such utility provider either on leave the license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said Property and the building/s constructed thereon.
- 7.20 Under the present Agreement, the Promoter has given a bare permission to the Purchaser/s, to enjoy the common facilities like internal roads, garden, recreation, open space or otherwise, of the said Property which at the discretion of the Promoter is liable to be shifted, without giving any prior intimation and/ or notice in writing, to the Purchaser/s or otherwise, and Purchaser/s shall not be entitled for any loss, damages, costs, charges, expenses or otherwise of any nature whatsoever from

the Promoter or their nominees or transferees on these account.

shall be entitled to nominate any person ("project manageme agency") to manage the operation and maintenance of the building and the infrastructure on the said Property, common amenities at facilities on the said Property for a period until the Organisation formed and the charge for maintenance is handed over to the said Organisation or until said Property is developed (as determined by Promoter). The Promoter shall have the authority and discretion negotiate with such project management agency and to enter into at execute formal agreement/s for maintenance and management infrastructure with it/ them. The cost incurred in appointing an operating the project management agency shall be borne and paid the occupants of the buildings that may be developed in the said Property including the Purchaser/s on a pro rata basis as part of the development and common infrastructure charges referred to herein.

In such event, the Purchaser/s agrees to abide by any and all term conditions, rules and/or regulations that may be imposed by the Promoter or the project management agency, including without limitation, payment of the Purchaser's share of the service charges the may become payable with respect to the operation and maintenance the common areas and facilities of the said Property and common area and facilities within the said Property and buildings constructed thereat and inclusive of the payment fees of the project management agency.

7.23 The Promoter shall have the exclusive right to control advertising an signage, hoarding, and all other forms of signage whatsoever within the said Property, till such time as the said Property together with the buildings constructed thereon are transferred to the Organisation/ Apc Body.

Owner

7.24 The Promoter shall be entitled to construct site offices/ sales lounge in the said Property and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Property or any portion thereof is conveyed/ assigned to the Organisation or the Apex Body and shall continue until the entire said Property is developed.

7.25 Save and except or otherwise not to reduce any area of the said Flat, the Promoter shall have full and absolute discretion, to do all acts, so as to exploit full residential or commercial potential (if any) of the said Property. The Promoter shall also be entitled to use utilize and consume the development potential of the said Property in the manner as the Promoter may deem fit and proper in their absolute descretion;

- 7.26 The Promoter shall be entitled to amend, modify and/ or vary the building plans, and/ or the specifications in respect thereof, without reducing area of the said Flat.
- 7.27 Brochures, Pamphlets, Literature, showing Gardens, Open Space, Recreation Area or any other details in the said Plans and/ or in the Brochure, Pamphlets or otherwise, are based on Plans approved by the concerned authority/ies. Notwithstanding anything contained under this agreement, in case of any conflict with the details provided in Brochures, Pamphlets, Literature and/ or Plans and in this Agreement, the provisions of this Agreement shall prevail. The Purchaser/s confirms and consents that the Purchaser/s have purchased the said Premises solely on the basis of the terms and conditions and representations made in this Agreement and nothing contained in any brochures, pamphlets, literature or any other material shall be binding on either Party and this Agreement supersedes all earlier documents, letters, brochures and/or oral/written representations whatsoever.

7.28 Irrespective of disputes if any, which may arise between the Promo and the Purchaser/s and/ or the Organisation, all amou contributions and deposits, including amounts payable by Purchaser/s to Promoter, under this Agreement, shall always be punctually by the Purchaser/s, to the Promoter and shall not withheld pending the disputes, by the Purchaser/s for any reas

Ch Carl whatsoever.

The Promoter shall be entitled to transfer and/ or assign the benefit additional F.S.I./ T.D.R. or any other rights of the said Property to a third party and/or to allow any third parties to use and/ or consumant. T.D.R. or any other benefits or advantages of any other properties, the said Property, who shall be entitled to all the rights mention above, including to do construction mentioned above.

For all or any of the purposes mentioned under this Agreement to Promoter shall be entitled to keep and/ or store any construction materials, on any portion of the said Property, and/ or to have additional Electricity Supply and/ or additional Water Supply and for the purpose construction, to do all such further acts, deeds, matters and things may be necessary. In such an event, the Purchaser/s shall not take a objection or otherwise, on the ground of any nuisance, noise and/ shall not claim any easement rights and/ or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Purchaser/s directly and/ or indirectly, shall not any act, deed, matter or thing, whereby the Promoter may be prevented from putting any such additional and/ or new construction and/ shall not raise objection and/ or obstruction, hindrance or otherwise.

7.31 The Purchaser/s shall not take any objection, on the ground nuisance, annoyance, and/ or claiming any rights, of easement, and or any rights in nature of an easement and/ or obstruction of light, a

Owner

ventilation, open space and/ or open area, and/ or on any other grounds, of any nature whatsoever and/ or shall not directly or indirectly do anything and/ or shall not ask for an injunction, and/ or prohibitory order and/ or calling the Municipal or any other authorities to issue stop work notice, and/ or withdraw and/ or suspend or cancel any orders passed and/ or approved Plans so as to prevent the Promoter, or any of their nominees or transfereds, from developing and/ or to carry out construction, on the said Property and/ or on adjoining properties.

- 7.32 In order to facilitate development and/ or to explore total commercial residential potential, of the said Property, Promoter shall be entitled to sub divide/ amalgamate the said Property with the neighbouring property, and/ or after sub division/ amalgamation again amalgamate/ sub-divide the said Property, and/or from time to time, apply for and obtain revised approved plans and/, or ask for any mountained and/ or change the approved Plans, including to do such further acts as may be necessary. It is further agreed that Purchaser/s or anybody may heir behalf shall not be entitled to raise any objections against the Promoter exercising their aforesaid power.
- 7.33 Under the present Agreement, Promoter has agreed to sell and transfer only the said Flat to the Purchaser/s. The Purchaser/s hereby agree that he/ she /they shall not claim any right, title and interest in the said Property or any part thereof or in the buildings on the said Property or any part thereof, save and except the said Flat. The Purchaser/s shall have right only in respect of the said Flat agreed to be sold to him/ her/ them and only upon full payment of the consideration and other charges and deposit, which is agreed in this Agreement.
- 7.34 Under the present Agreement and at this stage, Promoter intends to use

Owner

actual FSI and TDR alongwith any additional FSI/ TDR available, payment of premium on the said Property and IOD and Plans have be approved presently only of an actual FSI of the said Property. The Promoter, however, reserve their right, to use the unutilized FSI/ at other development potential/ TDR and the FSI/ any other development potential that may become available in future in respect of the sai Property and TDR of any other property on the said Property construction of buildings/ additional buildings on the said Property. P. all times in future, Promoter shall be entitled to use/ consume or explain usitedill Conveyance or any other final transfer document in respect of the said Property in proportion to the area occupied by the said buildings; respect of the said Property along with Building/s thereon, have bee executed, in favour of the Organization that is to be formed by th Purchaser/s of various premises in the building and as permissible under the applicable laws. For the purpose of consuming such balance and/ or additional FSI/ TDR, the Promoter shall be entitled to construc any sertical or horizontal extension thereto and/ or put up additional floods and/ or the new or additional structure/ building, as the Promote may think fit and proper and to do all such things, as may be necessar for this purpose and as permissible under the applicable laws.

- 7.35 The Promoter shall be entitled to purchase, load, consume additional and/ or balance F.S.I./ TDR now available or which may hereafte become available, under D.C. Rules or any other law for the time being in force or by reason of any special concession being granted by the Municipal Corporation or any other Authorities (including F.S.I available in lieu of the D.P. Road, Setback Reservations, Slum Heritage, etc.) and as permissible under the applicable laws.
- 7.36 The Purchaser/s do hereby give their irrevocable consent and no objection to the Promoter for carrying out any such additional construction on the terrace or otherwise in or upon any part of the said

Property as permissible under law. Contractors or agents shall not be entitled to enter upon or have access to the terrace/s or any part thereof, save and except for the limited purpose of attending to the water tank for the purpose or cleaning or carrying out repairs thereto. The Purchaser/s hereby further gives irrevocable consent to the demolition, removal and relocation of the water tank or any other extistes for the time being, to carry out such additional constructions

- 7.37 The Purchaser/s hereby grants their irrevocable consent to the Promoter for mortgaging the said Property or any part thereof along with the building/s being constructed on the said Property save and except the Purchaser's Flat in favour of any bank, financial institutions, body, trust, lenders, persons etc., to enable the Promoter to augment the fund for the Promoter for development of the said Property. The Promoter shall clear the mortgage debt in all temperature in favour of the said Organization formed of all the Purchaser's in the said building.
- 7.38 The Purchaser hereby also grants its irrevocable authority, permission and consent to the Promoter and agrees and undertakes that:
  - i) The Purchaser/s shall at their sole cost and expense do and perform all necessary acts, things and matters, including signing, executing and admitting execution of all further and other deeds, documents, writings, papers, forms, applications, etc. as may be directed by the Promoter and which the Promoter may in their sole and absolute discretion deem fit and proper, putting into complete effect the provisions of this Agreement.
  - ii) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Property and/or said building or any part thereof. The Purchaser/s shall have no claim save and except the said Flat

hereby agreed to be sold hereunder and all open spaces, lobbie, common space, parking stilt, podium or basement, staircas, garden, terraces, recreation spaces etc. remain the property th Promoter until the Property and said building/s are conveyed the Organization as herein, mentioned.

(iii) Unless the context otherwise suggests warrants. or obligations, conditions and liabilities herein imposed upon the Purchaser/s whether expressly or impliedly, shall be deemed to h

covenant running with the said Flat and shall be binding upo the Organization.

For all or any of the purposes mentioned under this Agreement the Promoter shall be entitled to keep and/ or store an construction materials, on any portion of the said Property fo carrying out additional constructions, and/ or to have additional electricity supply and/ or additional water supply and for the purpose of construction, to do all such further acts, deeds matters and things as may be necessary. It is further agreed tha in such an event, the Purchaser/s shall not take any objection o otherwise, on the ground of any nuisance, noise and/ or shall no claim any easement rights and/ or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Purchaser/s directly and/or indirectly, shall no do any act, deed, matter or a thing, whereby the Promoter may be prevented from putting any such additional and/ or nev construction and/ or shall not raise objection and/ or obstruction

The Promoter has provided and/or will provide certain amenities V) plot/area/facilities to the Municipal Corporation as per the terms of the Plans approved by the Municipal Corporation. The Purchaser/s or their nominee or assignee or Organisation

hereby specifically and unconditionally agrees and undertakes that all the TDR/ FSI and any other benefits/ advantages present or future arising out of the said amenities plot/area/ facilities shall solely and exclusively belong to the Promoter alone and Purchaser/s or their nominees or assignee hereby waive all such claim etc. Additionally, all the benefits, areas under the podium shall solely and exclusively belong to the Promoter and Purchaser/s and/ or Organization/ society shall not raise any claim or objection on the same. The Promoter has further informed to the Purchaser/s that in addition to the above any additional benefits arising out of the said amenities plot by any reason whatsoever nature, the Promoter will exclusively be entitled to make or use such claim or benefits/ advantages of the said amenities plot and the Purchaser/s or their nominee or assignee or Organization will not have any claim, objection for any nature at any time in future hereafter.

vi) In the event of a portion of the said Property being notified for setback prior to the transfer of the said Property to the Organization, the Purchaser/s hereby specifically and unconditionally agree and undertakes that the promoter alone shall be entitled to the TDR/ FSI and any other benefits/advantages present or future arising out of the said setback area shall solely and exclusively belong to the Promoter alone and Purchaser/s or their nominees or assignee hereby was cally as a claim etc.

vii) It is clearly agreed and accepted by the Purchaser/s that neither the Purchaser/s nor any of their assignee or nominee will have any claim, right, title or interest on any parts of the land, said buildings, open space, car parking, amenities plot save and except the said Flat which is agreed to be sold under this Agreement.

Owner

viii) The Promoter has further informed to the Purchaser/s that the Promoter will be developing the adjoining plots/ portions and Purchaser/s undertake, declare and confirm that at no point time they or anybody on their behalf should raise any objections protest, claim of whatsoever nature on account of noise pollution vibration, disturbance and like similar nature for construction

and use of the aforesaid areas by the Promoter.

93998 (ix) It is further agreed that car parking allotment letter will be issued to the Purchaser/s at the time of handing over the possession of the said Flat indicating the location and car parking number/s.

The terrace on top of the building shall not be a part of the common area/amenities available to the Purchaser/s or to any Flat Purchaser in the project.

It is expressly agreed between the Parties that the consideration payable inter Annexure-"2" and as per Annexure-"10" by the Purchaser/s is inter alia based on and arrived at after taking into consideration all the authorities, permissions and consents provided by the Purchaser/s under this Clause 7 and otherwise in this Agreement. In the event that the Purchaser/s withdraw their consent or in the event the validity of the same is challenged, then the amount of consideration under Annexure "2" shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure (including loss of business) suffered by the Promoter due to such consent not being granted to the Promoter.

7.40 Various terms and conditions of this Agreement shall always be read subject to the terms and conditions, mentioned in the aforesaid paragraphs.

### 8. POSSESSION:

- 8.1 The possession of the said Flat shall be delivered to the Purchaser/s after the said Flat is ready for use and occupation provided all the amounts due and payable by the Purchaser/s under this Agreement and the stamp duty and registration charges in respect of the said Flat are duly paid by the Purchaser/s. Subject to force majeure, the Promoter expects to give possession of the Premises to the Purchaser/s on or before 31st December 2026 Provided that the Promoter shall be entitled to reasonable extension of time for giving possession on the aforesaid date, if the completion of building in which the said Project is to be situated is delayed on account of
  - i) war, civil commotion or act of God
  - ii) any notice, order, rule, notification of the Govt. and/or other or competent authority/court and
  - iii) circumstances beyond the control of the Promoters,
- 8.2 The Promoter shall be entitled to a grace period by six months beyond the aforesaid date. Notwithstanding anything cuntury contained in this Agreement the date of handing over possession period is mentioned in Clause hereinabove shall be automatically extended for the period during which a force majeure event exists as under the applicable provisions of RERA and/or any other applicable laws.
- 8.3 If as a result of any legislative order or regulation or direction of the Government or Public authorities, or change in rules, the Promoter is unable to complete the aforesaid building and/ or give possession of the said Flat to the Purchaser/s in the time prescribed in 8.1 and 8.2 above, the Promoter may by notice in writing terminate this Agreement and the only responsibility and liability of the Promoter in such an event will be to pay over to the Purchaser/s such consideration as may have

been paid by the Purchaser/s with interest thereon as may be prescribed under the applicable law from time to time from the date of receipt of each installment till the date of notice of termination by the

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The Purchaser/s agree that the refund of the payment and the interest damages mentioned under this Agreement constitutes the Purchaser, sole remedy in such circumstances and the Purchaser/s foregoes an and all his/ her/ their rights to claim against the Promoter for an specific performance and/ or any losses, damages, costs, expenses or liability whatsoever.

The Pyrchaser/s shall take possession of the said Flat within 15(Fifteen of the Promoter giving written notice to the Purchaser/t intimating that the said Flat is ready for use and occupation. In the event the Purchaser/s fails and/or neglects to take possession of the saic Flat within the said period, the Purchaser/s shall be liable to pay the Promoter compensation calculated at the rate of Rs. 10/- per sq.ft. of the carpet area per month or part thereof till such time the Purchaser/s takes possession of the said Flat. Notwithstanding the aforesaid, it shall be deemed that the Purchaser/s has taken possession from the expiry of the 7th day of the said written notice and this date shall be deemed to be the "Date of Possession" and all the obligations of the Purchaser/s related to the said Flat shall be deemed to be effective from the date of such Date of Possession. The Purchaser/s shall be liable to pay maintenance, outgoings and other charges, taxes from the date of Date of Possession irrespective as to whether Purchaser/s takes possession of the said Flat or not. In case of non payment, Promoter shall be entitled to exercise various rights, available under this Agreement. The Purchaser/s shall alone be responsible/ liable in respect of any loss or damage that may be caused to the said Flat from the expiry of 7 days from the notice of possession.

Owner

### 9. DEFECT LIABLITY

If within a period of 5 (Five) years from the date of making available the said Flat to the Purchaser/s for fit outs or such other minimum period as may be prescribed under the applicable laws, the Purchaser/s brings to the notice of the Promoter in writing any major structural defect or defect in workmanship of the said Flat or the material used thereon (wear and tear and misuse excluded), wherever possible, such defects (unless caused by or attributable to the Purchaser/s) shall be rectified by the Promoter at their own costs. Provided further, if any defect or damage is found to have been caused due to any changes carried out by the Purchaser or due to the negligent use, act or omission of the Purchaser/s or his agents, then the Promoter shall not be liable to the

### 10. CAR PARKING

same.

- 10.1 The Purchaser/s is/ are aware that as a part of the building the Promoter is constructing ground & podium which consist of several / covered/ stilt / podium/ mechanically operated car parking spaces be used by the purchasers of the residential Flat in the building Project.
- 10.2 Promoter hereby allocate to the Purchaser/s car parking indicated in Annexure "2" hereto (hereinafter referred to as "the said Car Parking Space"). The exact location of the said Car Parking Space allocated to the Purchaser/s shall be finalized by the Promoter and will be handed over at the time of handing over possession of the said Flat.
- 10.3 The Purchaser/s is/ are aware that the open car park allotted is part of the building common amenity which shall subject to the Purchaser's right of use, is owned by the Promoter/ Society/ Company. The exact location of the said Car Parking Space allocated to the Purchaser/s

Owner

shall be finalized by the Promoter and will be handed over at the ting of handing over possession of the said Flat. The Purchaser/s is/ a aware that the Promoter has in like manner allocated and shall allocating other car parking space/s to several purchasers of the residential flats in the Building/Project and the Purchaser undertakenot to raise any objection in that regard and the rights of Purchaser.

raise any such objection shall be deemed to have been waived.

10.4 The Purchaser/s hereby accords his/ her/ their irrevocable and the sunconditional consent to the Promoter to sell/ allocate the other toogred / uncovered car parking spaces to the purchasers of the respective residential Flat in the building. The Purchaser/s here confirms warrants and undertakes to use the car parking spaces a allocated to him/ her/ them for the purpose of the parking of conly and not otherwise. The allottee agrees not to change the user of the said without consent in writing of Promoter and any unauthorise change by user by allottee shall render this agreement voidable at the purchaser by user by allottee in that event shall not be entitled to an right arising out of this agreement. The Purchaser/s hereby further warrants and confirms that the Purchaser/s shall upon formation of the Organization Apex Body, as contemplated herein, cause such organization.

Organization/ Apex Body to confirm and ratify and shall not and/ o shall cause the Organization/ Apex Body not to alter or change the allocation of car parking spaces in the manner allocated by the Promoter to the various purchasers(including the Purchaser/s herein of the residential Flat in the Building/ Project. The allocation is for smooth functioning and to avoid disputes between Purchaser/s.

## 11. ORGANISATION AND APEX BODY:

11.1 The Promoter shall take steps for the formation of a society under the Maharashtra Co-operative Societies Act, 1960 / condominium under the

Owner

MOA Act in respect of the Building (the "Organisation") as per provisions of applicable law.

- 11.2 It is agreed and understood by the Parties that the Promoter may, in its sole, discretion form and register an apex organisation ("Apex Body") comprising of the various organisations formed in respect of the Building and/ or other buildings to be constructed on the said Property including the Organisation referred to hereinabove for the purpose of proper management, maintenance, regulation and control of the infrastructure and common amenities and facilities of the said Property and for such other purposes as the Promoter may decide.
- The Purchaser/s and the purchaser/s of the other lat shall join in formation and registration of the Organization and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, documents and other papers and writings for the purpose of formation and registration of the Organization including bye-laws of the Organization and duly fill in sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Purchaser/s. No object the latest by the Purchaser/s if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- 11.4 The Apex Body shall be formed by the Promoter after formation of all organizations and the execution of all conveyance(s) or deed of assignment or transfer documents in their favour to look after the repair and maintenance of the infrastructure and common amenities and facilities of the said Property and the management of the Corpus Fund.
- 11.5 The Purchaser/s shall observe and perform all the rules and regulations and bye-laws of the Organisation and/ or the Apex Body on its formation and the additions, alterations and amendments thereof that may be made

from time to time for protection and maintenance of the build standing on the said Property and the premises therein and for performance and observance of building rules, regulations and byes for the time being of the concerned local authority, government or he bodies. The Purchaser/s shall also observe and perform all the and stipulations laid down by the Organisation and/ or the Apex regarding occupation and use of the Flat and shall pay outgoing

accordance with the terms of this Agreement.

The Promoter hereby agrees that they shall, before execution conveyance/assignment of lease of the said Property in favour Organization to be formed by the purchaser/s of Flat in the building be constructed on the said Property make full and true disclosure of nature of their title to the said Property as well as encumbrance any including any right, title interest or claim of any party or over property and shall as far as practicable, ensure that the property is free from all encumbrances and that the Promoter bsolute, clear and marketable title to the said Property so as to en them to convey to the said Organisation such absolute, clear, marketable title on the execution of a Conveyance of the proportion area of the said Property by the Promoter in favour of the Organisation.

#### COVENANTS BY THE PURCHASER/S: 12.

12.1 The Purchaser/s shall use the said Flat or any part thereof or permit same to be used only for the purpose of residence and shall not use said Flat for any purpose other than for residence/commercial ex with the written permission of the Promoter or the organization w formed. The Purchaser/s shall use the parking space only for purp of keeping or parking the Purchaser/s own vehicles. The Purchase shall not use the open spaces/ parking/ stilt/ podium area etc.

parking their vehicles without prior written permission of the Promoter/ Organization as the case may be.

- 12.2 The Purchaser/s has/ have declared that he/ she/ they have already complied with all the requirement of Income Tax, and other concerned authorities including RBI (in case of Non Resident Indian) before entering into this Agreement for Sale with the Promoter. Any breach or violation of any Acts or Rules or Laws by the Purchaser? That be entirely at their own cost and risk.
- 12.3 Notwithstanding anything contained under this Agreement, it is clearly and expressly agreed and accepted by the Purchaser/s that they shall not use any other road or access for ingress and egress to the residential property, save and except the access road as provided by the Promoter.
- 12.4 The Purchaser/s further confirms that they have verified and inspected the approved plans and certain areas' have been deservated as reservation and other set back and Promoter have given various undertaking and writing to the Municipal Corporation and authorities which shall be binding upon the Purchaser/s and the benefits/ TDR/DRC shall be for the sole benefit of the Promoter alone for which Purchaser/s have no objection for the same. The Purchaser/s is/ are aware of that proposed building is constructed with concession in open spaces/ joint open spaces and the Promoter has executed registered undertaking in favour of the Municipal Corporation.
- 12.5 The Purchaser/s with an intention to bring all persons in whose hands the said Flat may come, doth hereby covenant with the Promoter as follows: To maintain the said Flat at the Purchaser's own cost in good tenantable repairs and condition from the date on which the Purchaser are offered access to the said Flat for carrying out interior work (irrespective of whether such offer is accepted) and shall not do or suffer

to be done anything in or to the building/s, staircase/s, passage/s or an other common areas which may be against the rules, regulations or by laws of concerned local authority or change/ alter or make addition is or to the building or the said Flat or part thereof;

12.6 Not to store in the said Flat any goods which are of hazardout combustible or dangerous nature or are so heavy so as to damage the construction of the Building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structure of the building/s including the entrance thereof. In case any damage is caused to the said Flat or the building/s on account of the negligenous

or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach;

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To carry at the Purchaser's own cost all internal repairs to the said Flat and maintain it in good condition, state and order and not to do or

suffer to be done anything in the Flat which is in contravention of rules regulations or bye-laws laid down by the Promoter or of the concerned local public authority;

Not so demolish or cause to be demolished the Flat or any part thereof not at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Flat or any part thereof nor alter the elevation and outside colour scheme of the building/s and to keep the portion, sewers, drain pipes in the Flat and appurtenances thereto in good tenantable repair and condition so as to support, shelter and protect other part of the Building and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC pardis or other structural members in the said Flat:

Owner

- 12.9 Not to do or permit to be done any act which may render void or voidable any insurance of the said Property or the building(s) or any part thereof or whereby any increase in premium shall be payable in respect of the insurance;
- 12.10 Not to enclose the balcony area or flowerbed inside without express written permission of the Promoter.

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- may be and not to use the said Flat for any unlawful uses or purposes, which is prohibited/ restricted under any law of land.
- 12.12 The Purchaser/s shall not carry out any structural changes, modification inside of the Flat and also shall not describe change of modify the exterior of the said Flat or any part thereof.
- 12.13 Not to carry out any illegal activity from the said Flat, which is against the interest of the Organisation/other purchasers in the building.
- 12.14 Not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Flat in the compound or any portion of the said Property and the Building/s and not to place or keep any garbage cans, waste paper baskets, in the common passage, staircases, landing or lobbies of the said Property and the building/s thereon or any part of the compound thereof.

Pay to the Promoter within 7 (seven) days of demand by the Promoter, his/ her share of deposit/ charges demanded by the concerned local authority or government for giving water, electricity or any other service connection to the building/s;

Owner

12.15 To bear and pay increase in local taxes, development or bettermen charges, water charges, insurance premium and such other levies, any, which are and which may be imposed by the Municipal Corporation and/ or Government and/ or other public authority of

account of change of user of the said Flat or otherwise.

bear and pay all works contract tax, GST, etc., and such other levies, if any, which may be imposed with respect to the construction of the said Property and/ or any activity whatsoever related to the Flat by

the Corporation and/ or State/ Central/Government and/ or Public

Authority from time to time;

12.17 Not to et, sub-let, transfer, assign, mortgage or give Power of attorne or any authority or part with the Purchaser's interest or benefit factor of YANTES Agreement or part with the possession of the said Flat until all the dues payable by the Purchaser/s to the Promoter under this agreement are fully paid up and only if the Purchaser/s has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has obtained prior written permission of the Promoter which permission shall be granted by the Promoter on such terms and conditions as may be applicable from time to time. The Promoter will always be entitled to and are hereby authorized to charge administrative charges, legal charges and other costs, charges and expenses pertaining to such transfer at such rates and on such other terms and conditions as the Promoter may stipulate. The Purchaser/s does/do hereby agree and undertake not to oppose or object to the stipulations of such charges and/or such other terms and conditions as may be stipulated by the Promoter and will forthwith pay and abide by the same;

12.18 Till the management of the Building/s is handed over to the Organisation and/ or the Apex Body, the Purchaser shall allow the

Promoter/Organisation, its surveyors and agents at all reasonable time to enter into or upon the said Flat to view and examine the state and condition thereof and to carry out repairs;

12.19 Not to change the external colour scheme or the pattern of the colour of the building;

12.20 Not to change exterior elevation or the outlay of the building

12.21 Not to fix any grill to the building/s or windows except in accordance with the design approved by the Promoter. The split unit air conditioners should be appropriately installed in the place provided therefor, as may be clarified by the Promoter;

- 12.22 Not to carry out civil work, including, but not limited to, an work in the kitchen and bathroom/toilets wherein any work of tiling, flooring etc. which damages the waterproofing, plumbing or sanitary lines laid at site. In case the Purchaser carries out any changes, modifications or alterations by himself or his agencies then the warranty of the said items becomes null and void and the defect liability of the Promoter shall be lapsed and the Purchaser is solely liable to rectify and repair the same for all the affected area within his Flat and/or the floors below accordingly at his own costs, expenses and consequences.
- 12.23 Purchaser/s shall not do or suffer to be done anything in the said Flat or in the said Property or the building which, would be forbidden or prohibited by the rules of the concerned government authorities. In the event, the Purchaser/s commits any acts or omissions in contravention to the above, the Purchaser/s alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Promoter in that behalf;

Owner

12.24 During the execution of interior works, the Purchaser/s shall k responsible for acts of any contractor/ workmen/ representatives and if such persons behave in any manner which : unacceptable to the Promoter then such contractor/ workmen agents/ representatives will be removed forthwith and will not b

Nowed to re-enter the said Premises again;

The Purchaser/s shall ensure that the execution of interior works in the said Premises is carried on only between 8 a.m. to 2 p.m. and 4 p.m. p.m. on all days of the week except Sundays:

12.26 The Purchaser/s shall extend full cooperation to the Promoter, the agerys, contractors to ensure good governance of such works;

Purchaser/s is/are further made aware that the Promoter are in the business of construction, development and redevelopment of immoveable properties and during the construction of the building/s on the said Property and after completion thereof, the Promoter may desire to show the said building/s and or any areas therein including but not limited to common areas to various prospective clients of the Promoter including inter alia occupants of building/s which the Promoter are redeveloping or proposing to redevelop and accordingly, the Promoter may arrange for site visits to the said Property and the building/s thereon and may organize functions in the common areas like compound/s, terrace/s, lobby/ies, podium/s, amenities, etc. of the said Property for such purposes and the Purchaser/s either in their individual capacity or as member/s of the said Organisation shall not object thereto.

12.28 The Promoter may permit various consultants, service providers, financiers, manufacturers, suppliers and other third parties to publish the image of the said Property and the buildings thereon in

advertisements, publications, brochures, and such other marketing and/or promotional materials as the Promoter may deem fit and the Purchaser/s either in their individual capacity or as member/s of the Organisation shall not object thereto.

- 12.29 The Purchaser/s is/are aware of the various terms, conditions and stipulations mentioned by the KDMC and other concerned authorities while granting various approvals for the purpose of construction of the said Property and which terms, conditions and stipulations are more particularly mentioned in the permissions granted by KDMC and other concerned authorities and the Purchaser/s has/have read and understood the contents thereof and after being aware of the same in all respects has/have agreed to acquire the said Premises and is/are entering into these presents;
- 12.30These covenants shall be binding and operative formation of the Organization/Apex Body.
- 12.31 The Purchaser/s shall observe and perform all the rules and regulations which the Organisation may adopt at its importion; and the additions, alterations or amendments thereof that manufer made from time to time for protection and maintenance of the said building and the Flat therein and for the observance and performance of Rules, Regulations and Bye-Laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser / s shall also observe and perform all the stipulations and conditions laid down by the Organisation regarding the occupation and use of the Flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.
- 12.32 The Purchaser/s shall have no claim, save and except in respect of the Flat. All other areas including common area and facilities will remain

Owner

the property of the Promoter until the whole of the said Property is transferred as herein provided subject to the rights of the Promoter as contained in this Agreement.

12.33 The Purchaser/s shall not enclose the said terrace/balcony till the permission in writing is obtained from the concerned local authority and the Promoter or the Society or the Limited Company as the case may

2.34 Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser/s by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser /s nor shall the same in any manner prejudice the rights of the Promoter.

12:35 This agreement shall be subject to the applicable provisions of the MAO LYAN Act MOFA, RERA and the rules thereunder for Maharashtra any other provisions of law applicable thereto or any other law applicable from time to time. The Purchaser/s hereby agrees to comply with, from time to time, all the requirements, requisitions, provisions etc. of the Applicable Laws as may be in force and/or come into force in respect of the Project.

12.36 The Purchaser/s hereby agrees that in the event of any amount by way of premium or security or any charges is payable to the Municipal Corporation or State Government or to the Utility Companies, or betterment charges or development charges, tax or security deposit or charges for the purpose of giving water connection, drainage, connection and electricity connection or any other tax or payment of similar nature becoming payable by the Promoter, the same shall be paid by the Purchaser/s to the Promoter in proportion to the area of the said Flat and in determining such amount the discretion of the

Owner

Promoter shall be conclusive and binding upon the Purchaser/s. It is agreed that the betterment charges referred to hereinabove shall mean and include pro-rate charges which the Purchasers may be called upon to pay the Promoter in respect of installation of water line, water mains, sewerage lines, electric cables, electric sub-station (if any) making and maintaining of internal road, and access to the said Property drainages, layouts, etc. till handover of the Flat to the organization of all purchasers and this amount shall be in addition to any other appointmentioned under this Agreement.

12.37 The Purchaser/s shall not ask for any partition, and/ or division towards his/ her rights in the said Flat and/ or the said building in which the said Flat is situated and/ or of the said Property and/ or shall not ask for independent rights, access in the said building and/ or in the said Property and/ or any independent agreement or any other agreement of the said Flat.

12.38 The Purchaser/s are aware that stilt car parking, podium ar ranking, covered parking and open car parking belong to the Promoter only and the same cannot be used by the Purchasers/ Ad-Hoc Committee/ Proposed Societies/ Managing Committee unless acquired from the Promoter under a separate allotment letter and or an Agreement is executed by the Promoter. The security of Promoter shall have every right to remove any such car/ vehicles parked by purchasers, Ad-Hoc Committee/Society Managing Committee from site, who have parked, without obtaining such allotment letter/ Agreement. Without prejudice to the aforesaid, it will be the personal, joint and several responsibility of members of the Adhoc Committee and/ or of the Committee of an Organisation, to ensure that, members and/ or the Purchaser/s do not park their cars, on any open area of the said Property, to whom, the Promoter have not allotted, any car parking, and in such an event, the person committing default, along with members of the Committee, shall

Owner

personally be responsible, jointly and severally, for the costs and consequences thereof. The Purchaser/s are not allowed/ entitled use any area for car parking or otherwise unless the Promoter; writing permits the same.

OUTGOINGS:

(seven) days after notice in writing is given by the Promoter to the urchaser/s that the Flat is ready for use and occupation, the

·Purchaser/s shall be liable to bear and pay the proportionate share (i.e. proportion to the floor area of the Flat) of outgoings in respect of the said

Property and said buildings viz. local taxes, betterment charges and such other charges as levied by the concerned local authority and/ or Government, water charges, insurance, common lights, repairs and

salaries of the clerk, bill collectors, chowkidars, sweepers, liftman

electricians, maintenance and all other expenses necessary and ncidental to the Management and maintenance of the Property and said buildings. Until the Organisation/s is formed and the building/s are transferred to it, the Purchaser/s shall pay to the Promoter whether demanded or not at all times such proportionate share of outgoings in respect of the said premises, all rates, taxes, dues, duties, impositions, outgoings, burden, water charges, insurance premium, maintenance, common lights charges, repairs, salaries of employees (bill collector, chowkidar, liftman, sweeper, etc...) and all other expenses of and incidental to the management and maintenance of the said building whether the same are charged separately or as a part of maintenance bills in the manner as the Promoter may determine. The Purchaser/s further agrees that till the Purchaser/s' share is so determined the Purchaser/s shall pay to the Promoter provisional monthly contribution per month towards the outgoings charges, payable in advance for 24 months. The amounts so paid by the Purchaser/s to the Promoter shall be utilized/ spent for meeting the outgoing charges

in respect of the said Flat/Project and the same shall not carry any interest and balance if any shall remain with the Promoter until the formation of Society/ Deed of Conveyance is executed in favour of the Society or Limited Company as aforesaid, subject to the provisions of the said Acts. On such conveyance or any other Deed as may be agreed between the Promoter and Organization being executed, the aforesaid and the below mentioned deposits subject however to the deductions by the Promoter of the amounts due and payable by the Purchaser/s of the premises to the Promoter under the terms and conditions of this agreement shall be paid over by the Promoter to the Organization. The Purchaser/s undertake to pay such provisional monthly contributions and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. WU 1984 93448

13.2 The Purchaser/s agree and confirm that as from the date of delivery of possession of the said Flat, the Purchaser/s and other purchaser/s shall observe and perform all the rules and regulations of the Municipal Corporation and other statutory bodies and shall indemnify and keep indemnified the Promoter against any loss or manage.

13.3 The Purchaser/s shall in addition to consideration mensioned in this Agreement before the delivery of possession of the said Park to the Promoter, the amounts also detailed in Annexure "2" hereto.

13.4 In the above payments/ deposits, if there is any increase in the rate of electricity service provider, gas services provider or any of the abovementioned items or any services, same shall be payable by the Purchaser/s before possession of the said Flat /Premises. In addition to the above any WCT Tax/GST and or any other new levies/ tax that may become due and payable at any time hereinafter on the aforesaid charges shall be borne and paid by the Purchaser/s alone.

Owner

13.5 The grill fitting in the said Flat will be done by the Purchaser/s, as per the design provided by the Promoter. The Purchaser/s will have to pay extra for the grill and for fitting thereof. The Purchaser/s will not be provided a separate grill, or allowed to make any change in the design or do any alteration with the grill. The Purchaser/s further undertakes not to fix or install the grill from outside of sliding window, which may

damage, the elevation of the said buildings.

Before taking possession of the said Flat, the Purchaser/s will inspect the aid Flat and will fully and completely satisfy himself/ herself/

quality of work or the materials used for construction of the said building and the amenities provided, and after taking possession, the Purchaser/s will not raise any claims about the area, amenities provided by the fromoter /s with respect to the said Flat.

Promoter shall utilize the sum as referred to herein above for meeting all legal costs, charges including the professional cost of the Attorney/ Advocates of the Promoter in connection with formation of the Organisation preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the conveyance/ assignment of lease and in case of any short fall in the expenses, the Purchaser/s agree/s and accepts to pay the Promoter for the same.

13.8 The Promoter shall hand over the deposits or balance thereof to the Organisation/ as aforesaid. In the event of any additional amount becoming payable, the Purchaser/s shall forthwith on demand pay and deposit the difference to the Promoter. The aforesaid amount/ deposit shall not carry any interest.

13.9 Subject to what is stated herein above, the Promoter shall maintain a separate account in respect of sum received by the Promoter from the Purchaser/s as advance or deposit, on account of the share capital of the Organisation, outgoings, legal charges and shall utilize the same for the purpose for which they have been received;

#### 14. SET OFF/ ADJUSTMENT

The Purchaser/s hereby grants to the Promoter the unequivocal and irrevocable consent to recover/ set off/ adjust the amounts payable by the Purchaser/s to the Promoter including the total consideration, the said charges, interest and/ or liquidated damages from the amounts if any, payable by the Promoter to the Purchaser/s. The Purchaser/s agrees and undertakes not to raise any objection or make any claims with regard to such adjustment/ set off and the claims, if the purchaser/s, in that regard, shall be deemed to have been waived.

#### 15. FINAL TRANSFER DOCUMENT:

15.1 The Conveyance, Lease or Assignment of the Structures and the entire undivided underlying land in favour of the Organisation under the MAO Act/ MOFA or RERA as the case may be shall be entered into within 42 months of obtaining the BCC or Occupation Certificate of the Last building on the said Property and the complete utilization and exploitation of the FSI and TDR potential of the said Property by the Promoter and shall be subject to the receipt of all the outstanding payments from the respective buyers of the Flat in the said Property. Further, such Conveyance/assignment shall be in accordance either all the terms and conditions of this Agreement and will contain such terms and conditions as the Promoter may in their absolute discretion determine.

Owner

- 15.2 A Deed of Conveyance or Deed of Assignment to be executed in respect of the said Property in favour of the Organisation or Declaration to be submitted under the MAO Act/ MOFA and RERA other documents in favour of the Organisation shall inter alia contain the following:
- 15.3 such provisions and covenants as may be necessary for giving effect to the restrictions mentioned herein as well as the restrictions which may be imposed by the Promoter for safeguarding its overall interest in the said Property and the Building

15.4 a covenant by the Purchaser/s to indemnify and keep indemnified the 9349% (1) Fromoter against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein and therein.

- 15.5 The right of the Promoter to full and complete access of the said Property for the construction of the additional structures as mentioned herein and to sell or otherwise transfer the same and appropriate the entire sale proceeds thereof and the obligation of the Organization to admit such parchaser of the Flat comprised therein as its member without charging any additional amount.
- 15.6 The Promoters shall be entitled to construct site offices/ sales lounge in the said Property and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Property or any portion thereof is conveyed/ assigned to the Purchasers and shall continue until the entire said Property is developed;

Owner

- 15.7 Even after conveyance of the said Property the Promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any Flat or building or plot which is still not sold or allotted and shall be allowed to do so without any restriction or entry of the building and development of common areas;
- 15.8 The Promoter shall be permitted access and entry to the buildings and the common areas on the said Property so as to discharge the obligations of the Promoter under Section 14(3) of the Real Estate (Regulation and Development) Act;

15.9 The obligation of the Organization to become a member of the Apes Body as and when formed;

- the said Property by utilization of the fullest present or future ESI and TDR thereof and upon completion of the entire scheme of development of the said Property in accordance with Scheme and on completion of the infrastructure and common areas and the sale of buildings or built-up areas therein and receipt of all sale and other proceeds and deposits and amounts payable under these presents and the agreements to sell and/ or any other agreements made with purchaser/s and/ or lessees, licensees, etc. and formation of all society/ condominium and execution of conveyances/ deeds of assignment in favour of the Organisation and other organisations formed in respect of all the buildings constructed on the said Property.
- 15.11 The Advocates for the Promoter shall prepare and/or approve, as the case may be, deed of conveyance or deed of assignment in favour of the Organisation or the Declaration to be submitted under the MAO Act, the deeds of apartments or any and all other documents to be executed. All costs, charges, expenses including stamp duty, registration charges

in connection with the preparation and execution of and the deed of conveyance/deed of assignment declaration and other documents and formation and registration of the Organization shall be borne and paid by all the purchaser/s of the various Flat in the Building and/or Organization on its formation. Such amount shall be kept deposited by the Purchaser/s with the Promoter at the time of taking the possession of the said Flat and shall, until utilization, remain with the Promoter.

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lothing contained in this Agreement is intended to be or shall be construct as a grant, demise or assignment in law of the said Property or the Building or any part thereof save and except the said Flat agreed to be sold to the Purchaser/s.

#### STAMP DUTY AND REGISTRATION: 16.

The stamp duty and the registration charges of and incidental to this Agreement shall be borne and paid by the Purchaser/s. The Purchaser/s shall at his/ her/ their cost and expenses, lodge this Agreement before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice in this regard the Promoter shall attend such office and admit the execution thereof.

#### 17. NOTICES:

Any notice, demand letter, intimation or communication ("Notice") to any party hereto in connection with this Agreement shall be in writing and shall be sent to such party's contact details as mentioned in their respective description at the beginning of the agreement; Each party shall inform the other party in writing of any changes in his/its contact details. Notices shall be deemed to have been properly given, if sent through any one of the modes viz. registered letter, courier service,

personal delivery e-mail or facsimile. Date of service of a notice delivered personally, by courier service or registered letter shall be the actual date of such delivery. Date of service for facsimile notice shall be the business day after sending of such facsimile and the date of service of email Notice shall be deemed to be the date on which the email has been sent by the concerned Party. The Parties hereby agree and undertakes to send/ receive any Notice to/ from the other Party by email to the email addresses specified in this Agreement.

#### 18. INDEMNIFICATION BY THE PURCHASER/S:

The Purchaser/s hereby indemnify and keep indemnified the Promoter and hold the Promoter harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its, professional and legal fees in relation thereto) of whatsoever nature. incurred or suffered by the Promoter directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoter under this Agreement; (b) any breach and/or defact Purchaser/s in the performance of any and/ or all of his/its obligations under this agreement; (c) any injury to any property(ies) or persons(s); or death of person(s); or damages to any property(ies) howsoever arising related to the use and/ or occupation of the said Flat and directly or indirectly as a result of the negligence, act and/ or omission of the Purchaser/s or his / her/ its agents, servants, tenants, guests, invitees and/ or any person or entity under his/its control; and (d) Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the said Flat.

### 19. DISPUTE RESOLUTION-

All or any disputes that may arise with respect to the terms and conditions of the Agreement, including the interpretation and validity

Owner

of the provisions hereof and the respective rights and obligations of the parties shall be first settled through mutual discussion and amicable settlement, failing which the same shall be subject to RERA Authorities.

#### 20. GENERAL PROVISIONS

by reference, constitute the entire agreement between the parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied written or oral wheels

collateral agreements, express or implied, written or oral, whether made by the Promoter, any agent, employee or representative of the Promoter or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser/s or made available for the Purchaser's viewing. This Agreement shall form the only

binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous writings, agreements, deeds, documents, including sales brochures, marketing materials, models, photographs, videos, illustrations concerning the said Flat between the parties hereto.

- 20.2 The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.
- 20.3 No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.
- 20.4 If there is more than one Purchaser named in this Agreement, all obligations hereunder of such Purchasers shall be joint and several. All

Owner

name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the?

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purchasers.

20.5 Notwithstanding anything contained under this agreement, the Purchaser/s has/ have expressly agreed, accepted and confirmed to pay/ reimburse to the Promoter immediately as and when demanded by the Promoter and/ or to the appropriate authorities of the present/ future/ revised/ new Property/ Municipal Tax, Education Cess, W.C.T tax/GST, and/ or any other levies, taxes, cess, surcharge dues, duties; fine, penalty, interest, etc which may be under any name or terminology payable and/ or may become payable due to change/ amending the existing laws, rules or due to implementation/enactment of any new laws/ rules by the local bodies, State Government, Central Government or by any competent authorities. In determining such amount, the decision of the Promoter shall be conclusive and binding upon the Purchaser. The Purchaser/s shall pay such amount in addition to any amount mentioned under this agreement or otherwise. On the Purchaser/s committing default in paying any of the amounts as aforesaid, the Promoter shall be entitled at its own option to terminate this Agreement. Provided, always that the power of termination herein before contained shall not be exercised by the Promoter, unless and until the Promoter shall have given to the Purchaser/s 30 days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which, it is intended to terminate this Agreement and default shall have been made by the Purchaser/s in remedying such breaches within 7 days after giving such notice.

Owner

#### SCHEDULE OF THE PLOT NO. A

All those pieces and parcels of land bearing As per 7/12 extracts

*	S.	Surv	ey No.	Hissa	Area
	No.	New	Old	No.	(sq.mts)
	1.	61	363	21	2500
-	2.	61	363	51	2900
विद्य	3.	61	363	80	3200
93448	£ 19×	u 60	29	7	860
12220	5	€1	363	58	1600
~~~	6.5	60	29	8	180
A	3.		Total	Area	11240

lying, being and situate at Village Thakurli, Dombivli (W), Taluka Kalya District Thane and within the limits of Kalyan Dombivli Municipal Corporation

#### Boundaries :-

On or towards East	:	Property of Survey No. 61(363), Hissa No. 12,13
On or towards West	:	Property of Survey No. 61(363), Hissa No. 59,60
On or towards North	:	Property of Survey No. 61(363), Hissa No. 78,79,82
On or towards South	*	Property of Survey No. 61(363), Hissa No. 22,55,56

Owner

Air Ser/s

#### SCHEDULE OF THE PLOT NO. B

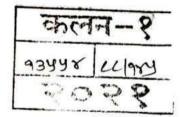
All those pieces and parcels of land bearing as per 7/12 extracts

	Area	Hissa	ey No.	Surv	S.
	(sq.mts)	No.	Old	New	No.
	1500	17	363	61	1.
लन-१	1900 📆	18	363	61	2.
x / cu 1984	4800	19	363	61	3.
8 120 MB	1400 939	20	363	61	4.
043	721.47	51(Pt)	363	61	5.
west to the	5800	52	363	61	6.
	600	53	363	61	7.
	900	54	363	61	8.
	1100	55	363	61	9.
7/5/	800	56	363	61	10.
FALYAN-1	1200	57	363	61	11.
	20721.47	Area	Total	2008352	

lying, being and situate at Village Thakurli, Dombivli (W), Taluka Kalyan, District Thane and within the limits of Kalyan Dombivli Municipal Corporation

#### Boundaries :-

	10000	Survay No. 61(363), Hissa No. 13
On or towards East	7.5.4	INCOMPANIES OF THE PROPERTY OF
On or towards West	:	45 mtrs Ring Road
	•	18 Mtrs Road
On or towards North	-	Survay No. 61(363), Hissa No. 18 and 14
On or towards South	•	Survey 1.5



F. .....

#### SECOND SCHEDULE OF PROPERTY

ALL THAT PIECE OR PARCEL of the Self-Contained Ownership Flat bearing No A/2106; on 21th Floor, admeasuring 37.12 Sq. mtrs. Carpet area, in the Building 'ATHENA", on Plot No- A in the scheme of construction known as "SWAMMARAYAN CITY PHASE I/1A/1B" Situated at Mauje Thakurli, Ref.

Bandar Road, Dombivli (West), Taluka-Kalyan, Dist Thane.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seals to this writing on the day and the year first hereinabove mentioned.

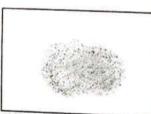
#### SIGNED & DELIVERED

By the withinnamed Promoter

### M/s. SWAMINARAYAN LIFE SPACE LLP

Limited Liability Partnership firm Through its partner/s

Mr. HEMANT MULCHAND PATEL



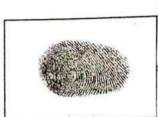


#### SIGNED & DELIVERED

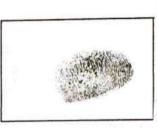
by the withinnamed

### PURCHASER(s)/ALLOTTEE

1. Mr. KULDEEP MISHRA



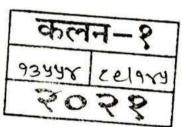




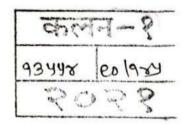


WITNESS:

1.Mr. अपमा मिया 2.Mr. Mishra Shivom Amil







#### RECEIPT

Received a sum of Rs. 2,24,105/- (Rupees Two Lakh Twenty Four Thousand One Hundred Five only) prior to execution of this Agreement in the following manner:-

Sr.No.	Cheque No.	Date	Amount	Bank
1.	swipe	07/11/2021	51,000/-	
2.	422946	07/12/2021	1,73,105/-	PNB, Mandvi
		Total	2,24,105/-	

From the Allottee herein as and by way of advance/part consideration payable by him to us in respect of the said Flat.

#### Rs. 2,24,105/-

We say Received

For SWAMINARAYAN LIFE SPACE LLP

Authorized Signature

The Promoter

### ANNEXURE - "1"

#### CARPET AREA

**Building Name** 

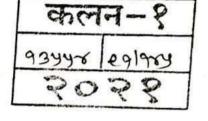
:- "ATHENA"

Flat No.

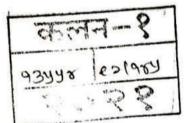
:- A/2106

Area (Carpet area)

:- 37.12



Carpet Area		Exclusive area		
Particulars Particulars	Sq.mtrs.	Particulars	Sq.mtrs.	
Including Inter walls as per RERA	37.12	Ancillary area/ Usable Projected Balcony, F.B. area, Terrace Area, Service Area	10.25	
Carpet Area	37.12	Exclusive free of cost area	10.25	



#### ANNEXURE - "2"

#### **Total Consideration Of Flat**

**Building Name** 

70

:- "ATHENA"

Flat No

:- A/2106

Area (Carpes area)

:- 37.12

Carpet Area		Exclusive area	
Particulars	Sq.mtrs.	<u>Particulars</u>	Sq.mtrs
Including Inter walls as per RERA	37.12	Ancillary area/ Usable Projected Balcony, F.B. area, Terrace Area, Service Area	10.25
Carpet Area	37.12	Exclusive free of cost area	10.25

Actual Value	Rs. 44,82,100/-	(Rupees:		
Stamp Duty, Registration Fees, GST, and any other Govt. Taxes extra as applicable				Comy

#### ANNEXURE - "3"

#### PLOT A

All those pieces and parcels of land bearing As per 7/12 extracts

S.	Surv	ey No.	Hissa	Area
No.	New	Old	No.	(sq.mts)
1.	61	363	21	2500
2.	61	363	51	2900
3.	61	363	80	3200
4.	60	29	7	860
5.	61	363	58	1600
6.	60	29	8	180
			Area	11240

lying, being and situate at Village Thakurli, Dombivli (W), Taluka Kalyan, District Thane and within the limits of Kalyan Dombivli Municipal Corporation

#### Boundaries :-

On or towards East	:	Property of Survey No. 61(363), Hissa No. 12,13	
On or towards West		Property of Survey No. 61(363), Hissa No. 59,60	
On or towards North		Property of Survey No. 61(363), Hissa No. 78,79,82	9
On or towards South	:	Property of Survey No. 61(363), Hissa No. 22,35,36	,

#### PLOT B

All those pieces and parcels of land bearing As per 7/

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2 extracts	23

S.	Surv	ey No.	Hissa	Area	
No.	New	AY-		(sq.mts)	
	61	363	17	1500/67/	
2.	61	363	18	1900	
3.	61	363	19	48 <b>0</b> g	
4.	61	363	20	1400	
5.	61	363	51(Pt)	721.	
6.	61	363	52	5800 *	
7.	61	363	53	600	
8.	61	363	54	900	
9.	61	363	55	1100	
10.	61	363	56	800	
11.	61	363	57	1200	
1.	- 01		Area	20721.47	

lying, being and situate at Village Thakurli, Dombivli (W), Taluka Kalyan, District Thane and within the limits of Kalyan Dombivli Municipal Corporation

#### Boundaries :-

î l Foot		Survay No. 61(363), Hissa No. 13
On or towards East	50	45 mtrs Ring Road
On or towards West	•	18 Mtrs Road
On or towards North	•	Survay No. 61(363), Hissa No. 18 and 14
On or towards South	•	

REGISTRAP

-1-1211	विकासातील से विकासातील से विकासातील से विकासातील से विकासातील से वार्य	वत विश्व स्थित	विकास सिंद्र सामित के स्वाप अपनी स्वाप स्वाप अपनी स्वाप स्वाप अपनी स्वाप अपन	विश्वासारीम सेवाचा त्र विश्व विश्वासारीम सेव पटक विश्वे व प्राचेका स्थानी वस प्रचन विश्वोचे नाम चन सिचेत
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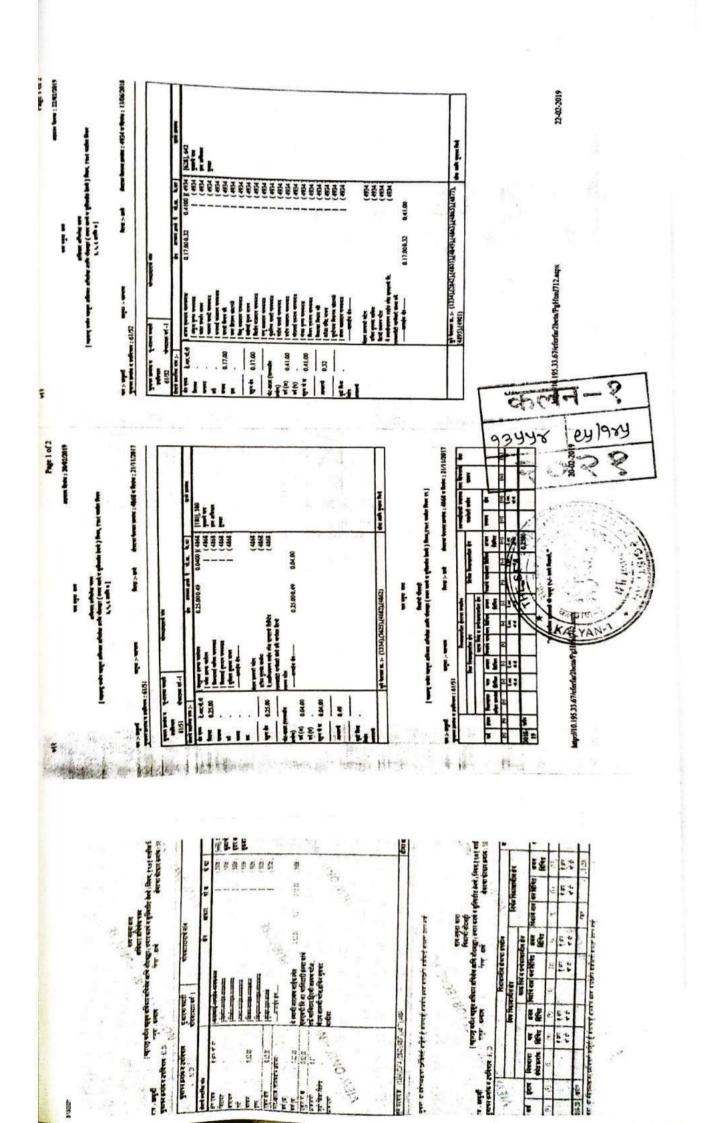
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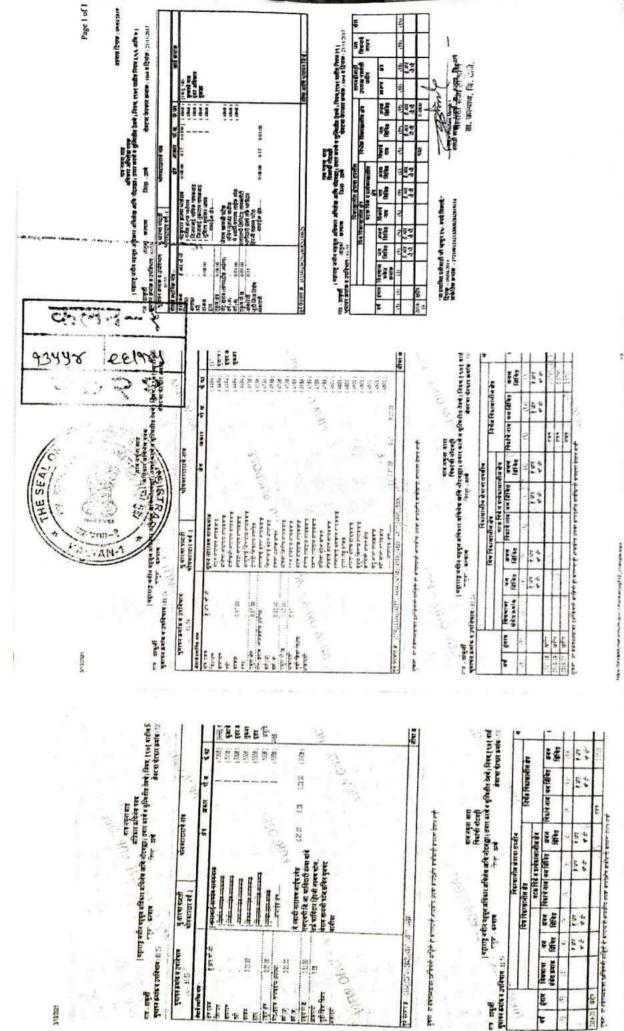
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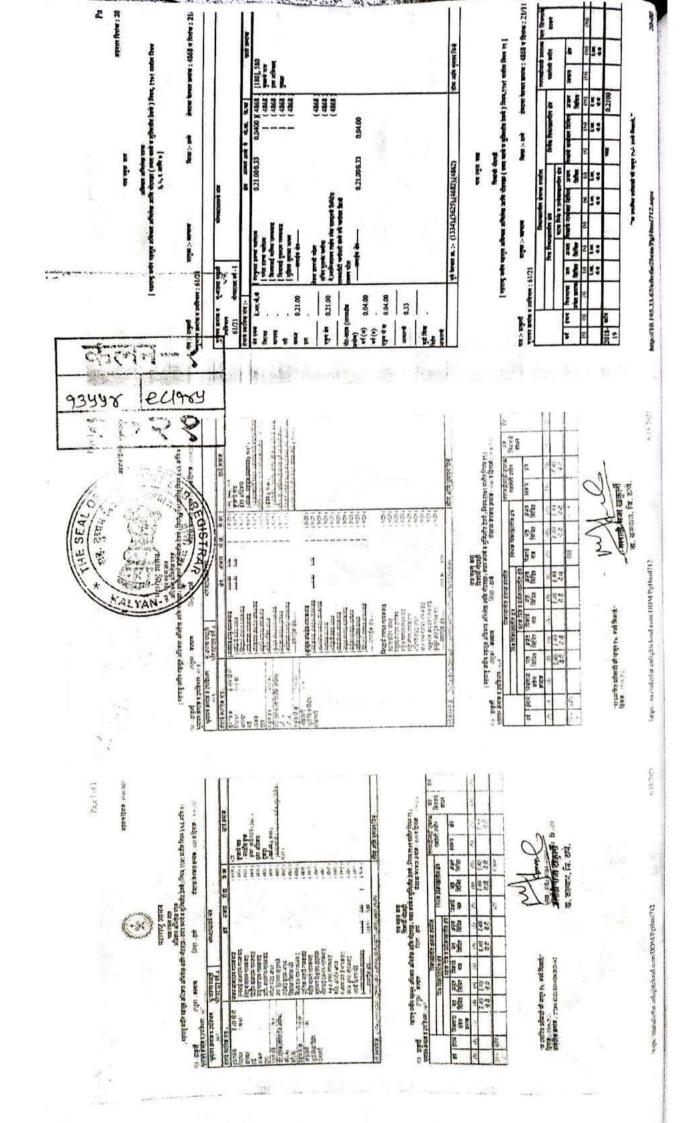
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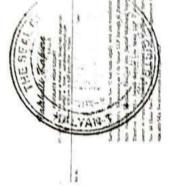
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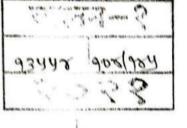
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the office of Sub-Registry Kaband or beaging to No-6543/2016.

for sale dated 15/10/2016 and 20/10/2016, Mrs. Swarel Names at Life Space LLP have equalized right in respect of onthe property i.e. 600 9. It further appears that by virtue at above montaned two Agreements

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Summer and others in favour of Pertuens of MAS Summissings Uff. Space LJJF, daty registered in the office of Sub-Equitous of Assumence Kalyan-2 at No. 115102017. 13.The Power of anormsy dated 30/10/2017 executed by Smit Seema mail

13. The Agreement for said dated 19/12/2018 made and emerch behaves Sent. Sherdon! Vasant Galland and others as Chemer and Mix. Swanishmensyn Life Styles Life or Perfebance day reglacered in the office of Sud-Regulation of Assertance Kalyan. 24 St. Nos. 1501-1501.

14. The Power of administry dated 19/12/2018. executed by Sail. Sherdold Vasant Gallands dated others to favour of Partners of Mix. Sherdold.

THE SEAM Life Space LLP, duly reglasered in the Assurance Kalyno 2 at Sr. No. 15013995 15. The search report dated 15,01.70 16 Search Report of Edward 20 in sequent of property und

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# THE CERTIFICATE

described negative permittees and approval from computers authorising.

This title certificate has been insued by the undersigned in respect of the property in respect of all those pieces and praceds of least bytile being and abstract at Village Thakard, Tale Katgon Dive. These within head territories the katgon benefits all Manicipal Corporation, Registeration District These, No District Asily on bouring.

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betiend him two wass in Sukrya Halya Gathwad and Shive Halya

The History of Sahrys Halys Gallward

2. It appears that Sukrya Helya Galkwad died innestate on 2040/1985,

izering behind him Narayan Sukrya Gushwad (rom) and Gusquibol Korubun Guik und (dengdaren ash kindi kepi berin. 3. In apagean tan iske Narainan enty no. 4355, den number of Narayan Sukrya Guikwad (soo) and Gusquan Korubun Guikwad (denghar) were brought on recent in place of Sukrya Uniya Guikwad.

Narayan Sukeya Claikwad diest interaste on on behind tules the fullowing as his only legal beies. mes of Legal Heirs of Narayan Chambradeuga Narayan Gaikwad Madan Narayan Gaikwad beneath Owner Glassad 0

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I have referred and investigated the following places expres of services and record before counting this title certificate.

- 1. The 7/12 entract of the said property
- Swaininarayae Life Space L.L.P as Pareliasers daly registered in the The Agreement for sale dated 02/02/2017 made and ordered between Smit. Surfam Naroyan Gail-lead and refuers or themes and No.
  - office of Sub-Registers of Assammer Kalyan I at Se No. 1265-2017.

    4. The Person of attentory dated 02/03/2417 executed by Not. Suman Name, an Guidenad and eleters in throom Partners of Mis. Namemers Life Space LLP, duy, registered in the office of Sub-Registers Assurance Kalyan-1 at St. No. 1246-2017.
    - 5. The Agreement for sale dated 20:14-20:17 made and cottend herocer. Note: Resear Parentes Unitional and others or Owner and Mix. Swaminarayan Life Space LLP or Purchasers duly registered in the
      - Randes Galband and others in Sector Partners of Mrs. Swaminsteam Life Space LLP, daily registered in the office of Sub-Registra of Assurance Kalyan 1 at St. No. 4315-2017 office of Sub-Registing of Associates Edition 1 of St. No. 4314-2917.

        6. The Power of attenties dated 2004-2017 executed by Shis. Rasan

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D appears that wide evaluation entry be, 4494, the cancers of elements legal being of Nampan Gallman was recorded in the record of 4 Sangha Namer Galdwad

5. It further appears that Charakachaga Narryan Californi dud inscribed on Ontwellos) feating behind him the following as her any legal

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6. Il further appears Shiva Halya Gaikwad died intestate leaving behind him the following as his only legal beirs -

		-			***************************************
NAMES	Ramdas Shiva Gaikwad	Bhagubal Siturum Gaikwad	Draupedibal Shivman Randive	Manguhui Nana Galkwad	Summary Aller Hear 1
SR.NO.		-1	^	+	

- 7. It appears that vide Mutarion Fatty No. 4536, the numes of aforenaki legal heirs were brought on record in place of Shiva Haly a Galkwad
- It further appears that Ramdas Shiva Gallward died intestate on 22/12/2006, leaving behind him the fullawing as his only Legal

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13 to pursuant to the admirectal Agreement for use classed 192.01/2017.
The investor has been to hargen Grahmeld and others have also class control of America dated (EAS) 2017 in factor of persons of Mis. Swammers on Life Space LLP to the all not shoot and things on thereto. The said Power of uterrory is replaced in the office. of Such Registrar Kedyan-1 at hearing Sr. Nov. 1304-2013

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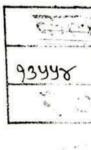
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nate of the Space 11 P preparty under reference satis Nes Sesanar through its Partners on terms condition (Alte parameter to the atoricusal Agreement for each dated 20-04-2017). The natural Shift Rabon Ramalas Chakwall and others have also everyted hower of Altering dated 20-04-2017 in taxes of partners and MYs Securiorating on Life Space 1.1 P. to the all that sheed and things set and therein. The used Power of anomery to registered in the reffice of Sob-Keppatest Kalyan-1 of bearing to No-471,5201.2

registered in the office of Suth Registers of Assurance Kalipacis at Su-Ne 175/2/2017 registered on even date. Your Advance this Margan Ashed Blinds and others tops of the branch of Neuron Kalipaci Gald-and have agreed to take and transfer their understand above in respect of said property under reference outsit. As Securition of Life Space 13,2 through its Parisers on terms constitutes and 16.11 appress that by and under Agreement for table dated 14.07.2017

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10.11 fluctor appears that Sameria alias Lilabai Vasant Somavale died on 2007/2014. The details of legal heirs of Sunanda alias Lilabai Vasant Sonaville are so under. It appears that side Mutation Britis No. 4601 and 3601the names of affectional legal beins were recorded in record of rights in place of Mangdon Name Chilbrant.

Sorekha Narmsh Kamble Sarika Kalisa Salunkhe Usha Vacant Sonavle Prope Vacant Senavale Names Sr. No

11.11 appears by virtue of the aforesaid Mutation confex, the names of legal hein of Italya Kalya Galkward were mutated in the record of rights as owners.

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On concave Next. Ashived sites Majatan Ashivi, third said others and others and others have also recovered Power of Mariney Said 1447/2417 of lives of guinness of Next. Semantarion Life Squee LLP in the hill have deed and things set out therein. The mid Power of saintness on 17 in paramet in the absenced Agreement in rate dated 14 is 72017 registered in the ortics of Nuts-Register Knipans? in business No. No. \$750,2017

respond of said preparty under enforces elected NA's Swammanayan Life News LLP fateuagh to Persons on teres conditions and registered in the office of Sub-Registers or Assurance Kalyan-2 m Se No. 10000-2017 regardered on over date. Seat. Langabar Keralma Guiltunal have agreed to sale and reguler her undivided share in 12.11 appears that by and under Agreement for sale shack the the text

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therein. The said Fower of attorney is registered to the office of Sub

reference unto M's. Swaminarayan Life Space LLP through its registered in the office of Sob-Registrar of Assurance Kalyan-2 at St No.11509,2017 registered on even date the land owners Smt. Scena Sunit Sawaru and others (legal fairs of Sunarda 471 celubal Vaxaru Sonavale) (one of the beanch of Shiva Galkwad) have agreed to sale and transfer their undivided where in respect of said property under

21.In pursuant to the aforesaid Agreement for sale dated 30/10/2017, the owners Smt. Seems Stand Savant have also executed Power of Allemery duted 30/10/2017 in favor of partners of Mil Swaminarayan Life Space LLP to do alt acts deed and things set ou therein. The said Power of attorney is registered in the office of Suf-Registrar Kalyar-2 at bearing Sr No. 11510/2017. 22.ft appears that by and under Agreement for sake dated 19/12/2018

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2) In pursuant to the aforesaid Agreement for sale dated 19:12:2018.

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23.On going through the 7/12 extract of Survey No. 61 Hisca No-56

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Not-15014/2018 registered as even date the land owners Noti. Shoulded Vasua Galikwad and others (Egal helm of Mangotai Nana Galikwad) (one of the branch of Shiva Galikwad) have agreed to safe reference unto M/n. Swaminatayan Life Space LLP through its and transfer their undivided share in respect of said property under autioned therein.

M.s. Swaminarayan Life Space LLP to do all acts deed and things the owners Seat. Sherubal Vacient Gallanad and others have also executed Power of Attorney dated 19/12/2018 in favor of partners of set out therein. The said Power of attorney is registered in the office of Sub-Registrar Kalyan-2 at benring Sr. No- 15014/2018.

24. I have perused the Search report issued by Stiri. G.H. Jagartap and registered encumbrance on the said property.

and Survey No-61 Hissa No-57, there appears the entry of Occupant Ciase-II (Blogwardar-II) In this scapect an application is filed on

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26.It further appears that by virtue of above mentioned Agreement for sale as well as Power of Attorney, the landowners have agreed to sell the said property to the extent of their share unto M/s. Swaminarth an

in Tehnidae, Kalyan for conversation the said land from Occaspent clears II to Occupies Chen 1, and the same is under process.

property is clear and marketable and they have executed Power of Attorneles & other documents in favour of M/s. Swaminarayan Life 27. I, therefore certify that the Trite of land owners in respect of the said

space LLP for doing all acis, deeds and things set our factors and are further entitled to carry our construction on said property by authorities subject to relaxation of condition Navin Shart and to

obtaining requisite permission and approval from competent

convert the lands from Class II to Class I.

(Autrocate High Court) Varidali Kapure

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Registrar Kalyan-J at bearing Sr. No. 10801/2017.

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संबर्ध :- १. पडसूल व वय विश्वार, पंचालय, महामकतमा सार्ग, हुमान्या चोवा. पुंबर्द ४०० ०३१, प्रांचेवजील अधितृष्टमा दिसांच ५ जलवर्णः उत्तरः

- ६. सा. जिल्ह्यांसकारीयाणं यांगेवाबीकः गव का.गह्यकृत्या-एष्ट-ए२/र.कार/का.आवारकी/वरिषक्षकः०१/राह, दिवाकः- १९/०१/०१८
- आपण या कार्यालयात रुपालरीत कर अरणेकाची कलेला कर्ण.

महसूल श्र वाच विभाग, सहाराष्ट्र शासन यांनी निर्माणन संस्ताराष्ट्र जारीम सहसूत्र शीहत। (सुभारणा) अध्यादेश - २०१७ पध्ये भहाराष्ट्र वाधीन सहसूत्र अधितंत्रस १९६६ चे करास ४२ त (१) मुसार करास ४२, ४२अ, ४४ मधील ४४ अ या मध्ये वाधीले संस्तार्ग असले तरी, काराष्ट्र धार्मात्रक निर्माणन म प्रारम्भा आधित्या, १९६६ वाच्या सहसूरीपुमार कोणायाली शेमायध्ये असित विध्यास चोणाम प्रतिप्र केणायाली स्थार प्रारम्भा (१) क्यो सरसूर केण्याच्याच्याचे क्योतस्थ करा अवशिक्ष आकारणी श्रीण माना श्रास्त त्रेस, क्याराण विका जीहरूवा, किया इसर शासकीय देणो परिवा परणा केणा श्रीमा तर, अश्चा क्षामा समाविष्ट असलक्या कोणायाली जीवलीया 

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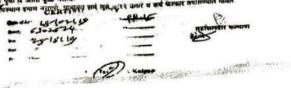
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> (रापक आकडे) तहसिलबार कल्याण

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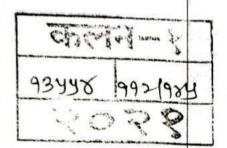
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४०० ०३२, संविकारीक अधिमुखना दिनांक ५ जनकार, २०५० ६. मा. जिल्लोभकारीटाणे वांसकडील पत्र जा गरमूल/ज-४/टे-

१२/४,करा त्र, जातवरणी/परिशतक-०११७, विशेषा- १६७०४-०१० ३. अपने या प्राचीनवाल क्योलील कर भवनेकारी केळेला अर्थ.

महराम य यन विभाग, प्रहाराष्ट्र शामन यांनी निर्मायन केलेल्या बहाराष्ट्र अधीन सहराम बहिला (सुभारणा) अध्यारेश - २०१७ भाग्ये प्रशासन क्षात्र कार्यक्ष साध्यात्र स्वत्य ४० म (१) नृत्या करूका २२, ४२अ, ४४ मणील ४४ म या मध्ये प्रशंकी अंतर्यत अर्थन तरी, महारूट प्रशिक्त निर्धान व स्वारत्वना अधिनयम, १९६६ धाच्या महत्त्वीनुसार कोणल्याते क्षेत्रामध्ये अतिम विकास योजना प्रसिद्ध केर्रायात्र, सर् नायन्त्रम्, १९६६ याच्या तत्व्यन्त्रात् काणस्थाते अधामध्य आतम एकतारा कानना प्रास्त्रक करूपावरः नर पाट कलम् (२) मध्ये तत्त्वर केल्यायाथये रयोतराव स्वर, अस्त्रियक आकारणी आगि न्यापु असने तेथे. नवराणा किळा अधिमुख्य, किथा प्रारं प्रासकीय रेणी योचा परणा केला अर्थेल तर, अधा केलात रामाजिष्ट असमेरेत्या कोणस्यारी जमिनीचा योपर हा अधा विकास योजनेतील वाट्य, आरक्षण किंद्र्या निर्देशन या स्वरूपात वर्गविलेल्या वापरास क्रमोत्तरित करण्यांत आले असल्याये मानण्यात येईल असे नथुव आहे. ए त्याअनुवंगाने



कार्यातव प्रसा - दिशानी न्याचालवासारोर, रेज्वे स्टेशन प्रस्क, ता. प्रच्याता, वित ठाणे, वित्र कोरा - ४३१ ५०% संपर्क का ०२५१ - ३३१५२४ - इं-मेल : प्रकटमान्यादेशकार्याताता

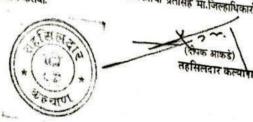
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TRAP अशा क्षेत्रात रुपांतरण कर आणि त्या विकास योजनेत दर्शविलेल्या वापराच्या आधारे अशा जीमनोची अकृषिक आकारणी निश्चित करण्यात याची असे निर्देश देण्यात आलेले आहेत. त्यानुसार व मा. जिल्हाधिकारी टाणे यांचेकडोल दिनांक १६/०३/२०१७ रोजीचे परिपत्रकान्त्रयं दिलेल्या सुचनांप्रमाणं आपण विनंती केलेल्या विषयांकीत जमीन मिळकतीची खालील रुपांतरीत कराचा रक्कम आपणास कर्ळावण्यात येत आहे.

सदर रुपांतरीत कराची रक्कम ही महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम १५७ मधील तरतुर्दीना अधीन राहून उपलब्ध कागदपत्रानुसार व कल्याण डॉविक्ती महानगरपालिका कल्याण यांचेकडील झोनवावतचे पत्र, त्यामध्ये नमुद असलेली टिप, वास्तुविशारद यांचेकडील पत्र व आपण सादर केलेले प्रतिज्ञापत्र यांस अधिन राहुन भरून घेण्यात येत आहे. सदर जागंचा वापर जमीन मालकाकडुन होता अथवा अन्य कोणाकडून होतो याबाबतची जवाबदारी महसूल खाल्याची नसेल. तसेच सदरचा रूपांतरीत कर फक्त कल्याण डॉबियली महानगरपालिका यांचेकडोल झोन दाखल्यामध्ये नमूद प्रयोजनासाटी भरुन घेण्यात येत आहे. तसेच सदरचा रुपांतरीत कर भरुन घेतांना वास्तुविशारद यांचेकडोल दाखल्यानुसार हरोत विभागाने वाधित असलेली जागा बगळण्यात आलेली आहे. मात्र अशा आरक्षित जागेवर एतंन मंजुर झाल्यास व नवीन प्लंन वापर असलाता जाता बनाव-चार असलाता आवा अनुवंगाने रुपांतरीत कर अकृषिक कर भरणा करून घेणे आवश्यक असेल. सुरु करण्यानायाः स्वयाः वाराज्याः व्यवस्थाः वाराज्याः वाराज्याः वाराज्याः वाराज्याः वाराज्याः वाराज्याः वाराज्य तथापि, सदर रुपांतरीत कराची स्करम शासन जमा केलेचे नंतर भविष्यांत उक्त जमीन मिळकतीचे मालकीसंदर्भात कोणताही याद किंवा कोणतीही न्यायालयीन वाब उद्भवल्यास त्यांची सर्वस्यो उ

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वरीलप्रमाणे रुपांतरण कराची आपण चलनाहारे शासनजमा करावी सदर रक्कम आपण शासनास भरणा कल्यानंतर तसेच नियोजन प्राधिकारी यांचेकडून बांधकामाबाबत परवानगी (IOD/CC) प्राप्त केल्यानंतर १) कल्यानतर तातव । जन्म व नमुना नं.७/१२ उतारे २) बांधकाम परवानगीच्या प्रमाणपत्राची प्रतीसह मा.जिल्हाधिकारी



#### तहसिलदार तथा कार्यकारी वंडाधिकारी कल्याण ता. कल्याण यांचे कार्यालय

Non 3/2/2005

प्रतिः, याःजिल्हाचिकानी वार्थ (गष्टचूल आकाः)

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विषय :- अपोत्तीत का य अपूर्वयक्त का प्रत्या करने सकत

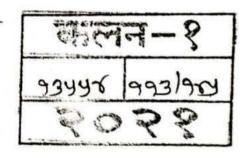
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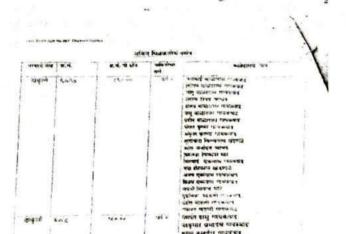
शिवस्तरिकारी व्यवस्था वालीका सम्बद्धाः शिकांक

- र, परवृत्त च तथ जिल्ला, सङ्क्ष्य, धारावकात कर्त, हुत्यम बाब, पृथा ४२० २३२ अधकारीय प्राथमुक्ता दिवक, अस्तार, १४१
- e transmitte an attable to the extreme at an entrementation
- स्टेन्स की प्रेयन गुरुवाद करिक्स काले क कार्यानकाल स्थानका का भारतिकाली केलेना आले.

अर्थना को संध्य पुराचंद्र सामित्र वांची ग्रंथ स्कृत्ये कंग्नेत विषयांच्या विश्वकरीया स्थानक व्यांन प्रश्नाम संक्रित शुचारचा अत्यारंत्र २०१७ व प्रशास वांचीर प्रश्नाम संक्रित १९६२ वे स्थान ४४ व वृत्रार स्थानीय संदे के अकृत्य आस्त्राची पत्र वर्णायका स्थानकार अर्थ केला आहे. सरद अर्थानार व्यांचेत्रकार स्थानकार अर्थ विषयांचीन विश्वकरीया अर्थनकार्थी मजानमां केली अत्याद्य सामित्र प्रधान व्यांचित्रकी रिद्यानकी

कार्यात्व पता :- दिवाली व्यावासधासभीर, रेज्वे स्टेशन जन्म, ता. कव्यान, वि. ठावे. विन कोड - ४२५ ३०५

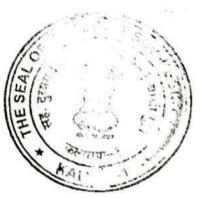




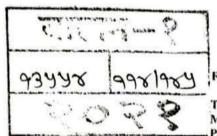
प्रकारों आंबेदार कारों विश्वविद्या निकासतीय स्वतिभावित्य करेंद्र जायार स्वाम म्याप अवनायात किये आस्त्र विश्वविद्यातीन रिकासकी हो भीताबदा वर्ग व वो स्थित यस सरका करेन्द्र पाने विभावित्य स्वत्यक्षातीया विकास स्वत्यन्त्रित अनुमेश व्यापायाता साम्बाण प्रविद्याची सहायात वर्णस्य प्रत्याम कार्य कर्तीन हात व्यापने प्रसारणी सहर केरोले आहेत







#### ANNEXURE - "6"



#### KALYAN DOMBIVALI MUNICIPAL CORPORATION, KALYAN

APPENDIX 'D-1'

FORM FOR SANCTION OF BUILDING PERMISSION AND COMMENCEMENT CERTIFICATE

Mr. Ankush Gaikwad & Others P.O.A. M/s Swaminarayan Life Space LLP Through Mr. Sachin M. Vaviya Architect - Mr. Vijay A. Pathak Structural Engineer Mr.S Rao



Sir.

With reference to your application No.15031 dated 28/12/2020 for the grant of sanction of Commencement Certificate under Section 44 of The Maharashtra Regional and Town Planning Act, 1966 read with Section 253 cf Maharashtra Municipal Corporations Act, 1949 to carry out development work / Building on S No.363 (OLD), 61 (NEW), H.No.17,18,19,20,21,51,52, 53,54,55,56,57,58,75C,80,S No.29 (OLD) 60 (NEW), H.No.,7,8 Mauje Thakurli at Dombivali (W) the Commencement Certificate/Building Permit is granted under Section 45 of the said Act, subject to the following conditions:

- 1. The land vacated in consequence of the enforcement of the set-back rule shall form part of the public street in future.
- 2. No new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy certificate is granted.
- 3. The Commencement Certificate/ Building permit shall remain valid for a period of one year commencing from the date of its issue unless the work is not commenced within the valid period.
- 4. This permission does not entitle you to develop the land which does not vest in you.

Office No.KDMC TPD/BP/DOM 2018-19/0026 156

Date: 18 03 2021

Yours faithfully.

Assistant Director of Town Planning Kalyan Dombivali Municipal Corporation, Kalyan.



# कल्याण डोंबिवली महानगरपालिका नगर रचना विभाग

# अटी व शर्ती

बांधकाम परवानगी कर् RMC TPD BP DOM 2018-19 0026 156 Dt -18 03 2021

महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे कलम ४४ तसेच म.प्रा. व न.र. अधिनियम १९६६ चे कलम ४५ नुसार मौजे—ठाकुर्ली स.नं.३६३ (जुना) ६१ (निवन) हि.नं. १७,१८,१९,२०,२१,५१,५२,५३,५४,५५,५६,५७,५८,७५क,८० स.नं.२९ (जुना) ६० (निवन) हि.नं. ७,८ मध्ये ३२२४०.०० चौ.मी. क्षेत्राच्या भूखंडावर UDCPR नुसार Ancillary FSI व Basic FSI चा विचार करुन प्लॉट ओ वर ४०४६०.६८ चौ.मी. व प्लॉट बी वर ३७९३२.३३ चौ.मी. एकूण बांधकाम क्षेत्राच्या भुखंडाचा विकास करावयास बांधकाम करण्यासाठी केलेल्या दिनांक २८/१२/२०२० च्या अर्जीस अनुसरुन खालील अटी व शार्तीस अधिन राहून, तसेच नकाशावर हिरव्या रंगाने दुरुस्ती दाखविल्याप्रमाणे वाडे—भिंतीच्या बांधकामासह, सुधारीत बांधकाम प्रमाणमून टेण्यात येत आहे.

बांधकामाचा तपशील :--

फॉट A

इमारत 🗛 — स्टिल्ट (पै), तळ (पै) + पोडीयम मजले + चोवीस मजले (रहिवास+ वाणिज्य)

इमारत B — स्टिल्ट (पै), तळ (पै) + पोडीयम मजले + चोवीस मजले (रहिवास+ वाणिज्य )

इमारत C — स्टिल्ट (पै), तळ (पै) + पोडीयम मजले + चोवीस मजले (रहिवास+ वाणिज्य

<u>प्लॉट B</u>

इमारत D — स्टिल्ट (पै), तळ (पै) + पोडीयम मजले + सब्बीस मजले (रहिवास+ वाणिज्य)

इमारत H — स्टिल्ट + तळ + पोडीयम मजले + चोवीस मजले (रहिवास )

इमारत G — स्टिल्ट + तळ + पोडीयम मजले + सव्वीस मजले ( रहिवास )

इमारत F — स्टिल्ट + सतरा मजले ( म्हाडा इमारतीकरिता)

१) एकत्रिकृत विकास नियंत्रण व प्रोत्साहन नियमावली (UDCPR) मधील विनियम के कि. विनियम के कि. विनियम के कि. विनियम के कि. विनयम के कि. वि. विनयम के कि. विनयम कि

 एDCPR मधील विनियम क.1.5 Savings मध्ये नमूद a to h बाबत शासनाच्या वेळोवेळी निर्गमित होणाऱ्या मार्गदर्शक सूचना आपणांवर बंधनकारक राहील.

बांधकाम चालू करण्यापूर्वी सात दिवस आधी महापालिका कार्यालयास लेखी कळिवण्यात
 यावे.

 ४) UDCPR मधील Appendix-F नुसार वाडेभिंत व जोत्याचे बांधकाम झाल्यानंतर वास्तुशिल्पकाराचे प्रमाणपत्र महानगरपालिकेस सादर करण्यात यावे व त्यानंतरच पुढील बांधकाम करण्यात यावे.

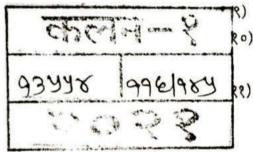
 ५) सदर अभिन्यासात कोणत्याही प्रकारचा फेरफार पूर्व परवानगी घेतल्याशिवाय करू नये, तसे केल्याचे आढळून आल्यास सदरची विकास परवानगी रद्द समजण्यात येईल.



- ६) UDCPR मधील विनियम क. १२.१ ते १२.३ नुसार इमारतीच्या बांधकामाच्या सुरक्षिततेची (स्ट्रक्चरल सेफ्टी) जबाबदारी सर्वस्वी वास्तुशिल्पकार, Structural Engineer व परवानगीधारक यांचेवर राहिल, याची नोंद घ्यावी.
- ७) भूखंडाकडे जाण्या—येण्याच्या मार्गाची जबाबदारी संपूर्णपणे आपलेकडे राहिल, बांधकाम प्रारंभ प्रमाणपत्र नियोजित रस्त्याप्रमाणे दिले असल्यास त्या रस्त्याचे काम महानगरपालिकेच्या सोयी प्रमाणे व प्राधान्याप्रमाणे केले जाईल व तसा रस्ता होईपर्यंत इमारतीकडे येणा—जाण्याचे मार्गाची जबाबदारी सर्वस्वी आपली राहिल.
- ट) जागेत जूने भाडेकर असल्यास त्यांच्याबाबत योग्य ती व्यवस्था करावयाची जबाबदारी मालकाची राहिल व मालक भाडेकर यांचेमध्ये काही वाद असल्यास किंवा निर्माण झाल्यास त्याचे निराकरण मालकाने करणे आवश्यक राहिल.

सदर जागेत विहीर असल्यास ती संबंधित विभागाच्या परवानगी शिवाय बुजवू नये.

- १०) सदर जागेतून पाण्याचा नैसर्गिक निचरा होत असल्यास तो जलिन:सारण विभाग,(क.डॉ.म.पा.)च्या परवानगीशिवाय वळवू अथवा बंद करु नये.
- १) बांधकामाचे साहित्य रस्त्यावर टाकावयाचे झाल्यास महापालिकेच्या बांधकाम खात्याची परवानगी घेणे आवश्यक राहील व त्याकरीता नियमाप्रमाणे लागणारी रक्कम (दंड झाल्यास त्यासह रक्कम) भरावी लागेल तसेच निरूपयोगी साहित्य महापालिका सांगेल त्या ठीकाणी स्वखर्चाने वाहून टाकणे आपणावर बंधनकारक राहील.
- १२) सदर जागेत बांधकाम करण्याबाबत पूर्वीची बांधकाम परवानगी असेल तर ती या वांधकाम परवानगीमुळे अधिकमीत (Supersede) झाला असे समजण्यात यावे.
- १३) रेखांकन प्रस्तावातील सर्व भूखंड रस्ते, खुल्या जागा, यांची प्रस्तावित नकाशाप्रमाणे जागेवर आखणी भूमी अभिलेख यांचेमार्फत करुन घ्यावी व त्यांचेकडील प्रमाणित मोजणी नकाशाची प्रत, सुधारीत बांधकाम प्रमाणपत्र दिल्या तारखेपासून एक वर्षांचे आत सादर करावी.
- १४) भूखंडातील आरक्षित भाग समतल करून व वाडेभिंतीचे बांधकाम करून तसेच विकास योजना रस्ते रितसर नोंदीकृत करारनामा व खरेदीखतासह क.डॉ.म.पा.स विनामूल्य हस्तांतरित करावे.
- १५) वापर परवाना दाखला घेण्यापुर्वी कर विभाग, जलिन:सारण विभाग व मलिन:सारण विभाग, अग्निशमन विभाग, पाणी पुरवठा विभाग, उद्यान विभाग, क.डॉ.म.पा. यांचेकडील ना—हरकत दाखला बांधकाम नकाशासह सादर करणे आपणावर बंधनकारक राहील.
- १६) जागेच्या मालकी हक्काबाबत काही वाद असल्यास अथवा निर्माण झाल्यास त्यांचे सपूर्ण 'निराकरण करण्याची जबाबदारी आपली राहील.
- १७) ओल्या व सुक्या कचऱ्यासाठी स्वतंत्र कचराकुंडयांची व्यवस्था करणे आपणावर बंधनकारक राहील.
- १८) बांधकाम पूर्णत्वाचा दाखला घेणेपूर्वी कल्याण डोबिवली महानगरपालिकेच्या निर्देशाप्रमाणे इमारतीत सौरउर्जा उपकरणे बसवून विद्युत विभागाकडील ना हरकत दाखला सादर करणे बंधनकारक राहील.
- १९) UDCPR मधील विनियम क. १३.३ नुसार भुखंडावरील इमारतीत रेन वॉटर हार्वेस्टिंगबाबत अंगलबजावणी करणे आपणांवर बंधनकारक ग्रहील.
- २०) वापर परवाना दाखला घेणेपूर्वी महसूल विभागाकडून गौणखनिज स्वामित्वधन रक्कम शासनास जमा केलेबाबतचा ना हरकत दाखला सादर करणे आपणावर बंधनकारक सहील.





- २१) वापर परवाना दाखल्यापूर्वी मा. जिल्हाधिकारी, यांचेकडील सनद सादर करणे आपणावर बंधनकारक राहील.
- २२) UDCPR मधील विनियम क. १३.४ नुसार ग्रे—वॉटर रिसायकर्लींग बाबत कार्यवाही करणे तसेच संबंधित विभागाचा ना हरकत दाखला सादर करणे आपणांवर बंधनकारक राहील.
- २३) UDCPR मधील विनियम क. १३.५ नुसार घनकचरा व्यवस्थापना बाबत कार्यवाही करणे तसेच संबंधित विभागाचा ना हरकत दाखला सादर करणे आपणांवर बंधनकारक राहील.
- २४) नकाशात हिरव्या रंगाने केलेल्या दुरूस्त्या आपल्यावर बंधनकारक राहतील.
- २५) इमारतीचे बांधकाम या सोबतच्या मंजूर केलेल्या नकाशांप्रमाणे आणि वरीलप्रमाणे घालून दिलेल्या अटींप्रमाणे करणे आपणावर बंधनकारक राहील.
- २६) सदर प्रकरणी चुकीची व अपुर्ण माहिती दिली असल्यास सदर बांधकाम परवानगी रद्द समजण्यात येईल.

टिप:— UDCPR नुसार वरीलपैकी आपणास लागु असलेल्या अर्टीची पूर्तता करणे आपणास विकास क्षेत्रकारक राहील, याची नोंद घ्यावी.

इशारा:-मंजूर बांधकाम प्रस्तावाव्यितिरिक्त केलेल्या अनिधकृत फेरबदलांबाबत आएग महाराष्ट्र १९६६ प्रधील कलम-५१ ते ५७ व्या बरतूदी १९७५ नुसार दखलपात्र गुन्हयास पात्र राहाल.

प्रस्तुत प्रकरणामध्ये एकूण रक्कम रु.१०,४२,३२,५२१/— असून, आवेदकाने पहिल्या टप्प्यात १० टक्के रक्कम रु.१,०४,२३,५२१/— भरणा केला आहे.UDCPR मधील तरतुदीनुसार उर्वरित रक्कम रु.९,३८,०९,२७०/— व्याजासह भरणा करणेची आहे.

बांधकाम परवानगीअंतर्गत भरण्यात आलेल्या रक्कमेचा तपशिलः

अ.क.	लेखाशिर्ष	रक्कम	पावती कृ.	दिनांक	यापुर्वीचा एकुण भरणा तपशिल	が出
2	ARI 020101	17,23,555/-	FI04/61142	12/03/21	1 1 N	1/2/
२	ARI 020103	18,864/-	FI04/61142	12/03/21		1
3	ARI 020104	46,23,439/-	FI04/61142	12/03/21	Labe	
Y	ASI 010304	11,31,840/-	F104/61142	12/03/21		
4	ASI 010513	12,05,167/-	F104/61142	12/03/21		
4	ASI 010518	17,20,386/-	F104/61142	12/03/21		
	Total	1,04,23,251/-		9	1	

सहाय्यक संस्कृष्क नगररचना, किट्रिट्रा कल्याण डोंबिवली महामालिका, कल्याण



प्रतः— १) करनिर्घारक व संकलक क.डो.म.पा.कल्याण.

२) प्रभाग क्षेत्र अधिकारी 'ह' प्रभाग क्षेत्र.

ANNEXURE - "7"



# Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT FORM 'C' [See rule 6(a)]

egistration is granted under section 5 of the Act to the following project under project registration number 51700018305

Project Swaminarayan City Phase | Plot Bearing / CTS / Survey / Final Plot No.: S No 60/7, 60/8, 61/21, 61/51, 61/58 and 61/80 Mauje Thakurli at DOMBIVLI, Kalyan, Thane, 421202;

- 1. Swaminarayan Life Space LIp having its registered office / principal place of business at Tehsil: Kalyan, District: Thane, Pin: 421201.
- 2. This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
  - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- dause (D) of dause (I) of sub-section (2) of section 4 read with Rule 5; OR

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees. from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- The Registration shall be valid for a period commencing from 23/10/2018 and ending with 31/12/2026 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under:
- That the promoter shall take all the pending approvals from the competent authorities
- 3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid Digitally Signed by remanand Prabhu (Secret MahaRERA)
Date: 10/23/2018 2:41:42 PM

Dated. 23/10/2018 Place: Mumbai

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

#### **ANNEXURE "8"**

#### S.R. CONSULTANTS CONSULTING STRUCTURAL ENGINEERS

SR /2000A,B,C/ 2018 21

Date: 25 March 2021

# STABILITY CERTIFICATE TO WHOMSOEVER IT MAY CONCERN

1 Proposal

: Proposed Project "Swaminarayan City" at

Mouje Thakurli, Taluka-Kalyan, District-Tha

Tower A, B & C

Ground plus Twenty Four upper floors

2 Ref. No

: KDMC/TPD/BP/DOM/2018-19/0026/156

Dated 18/03/2021

3 Name & Address of

Owner

: M/s Swaminarayan Lifespace LLP

Mouje Thakurli, Taluka- Kalyan, District- Tha

4 Name & Address of

Architect

: Ar. Vijay Pathak

Juhi Niharika Mirage

5<sup>th</sup> Floor, Office No.508, Plot No. 274, Kopra Rd, Sector 10, Kharghar, Navi Mumbai, Maharashtra 410210.

I, hereby submit that the structural design and construction of the intended in conformity with the provisions of IS 1893 – 1994, IS 13920 – 1993 for resistance design of structure, ductile detailing of reinforced concrete struct to seismic forces & IS 4326 – 1993 for earthquake registrant design and co-building.

I am fully responsible for all the consequences due to earthquake. Failing which I will be liable for any legal action as per provisions of law.

For S.R. Consultants

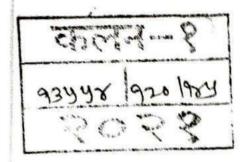
SUBRALIANYA RAO S. R. CONSULTANTS REG. No. STR:R/43

(Subramanya Rao) Consulting Structural Engineer

MCGM Registration No. STR / R / 43

312, Puna Chambers, Sector - 16, MAFCO, Vashi, Nevi Mumbai - 400 705 Tel.: 2788 8176 Emait : srcontuitants@yahdo.com





ANNEXURE"9"

#### SCHEDULE OF AMENITIES AND FACILITIES

R.C.C

Earthquake Resistance

# EXTERNAL FEATURES

Decorative Entrance Lobby.

Power Backup Elevators, Staircase, Common Lights & Water Pumps. Elevator of Reputed Brand.

#### FLOORING

Elegant Vitrified Tiles in Entire Flat. Good Quality Anti-skid Bathroom & Flower Bed.

#### WALL FINISH

Gypsum/P.O.P. Finished Wall & Ceiling. OBD Paint in Complete Flat. Semi Acrylic Paint for External Walls.

#### KITCHEN

Granite Kitchen platform with stainless steel sink. Provision for water purifier.

Good quality design tiles above platform upto above door.

#### BATHROOM

Provision for heater in Common bathrooms. Concealed CPVC/GI Pipes. Jagur/Equivalent concealed plumbing fittings.

All Bathrooms beautifully designed with premium designer good quality tiles to door level.

#### DOORS

Decorative Main Door.

Good Quality Wooden frames with oil paint finished/melamine polish. Branded accessories on all doors in entire flat.

#### WINDOWS

Elegant French windows with marble sills.

Colour anodized/power coated aluminium sliding window (tinted glass) with mosquito net shutter.

#### ELECTRICALS

Single Phase connection in each flats.

Well planned concealed electrical points with branded /ISI quality wiring.

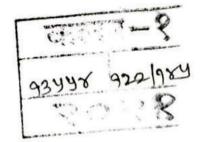
T.V. and Telephone points in entire flat. Fan and Tube light points in entire flat.

Distribution board with ELCB & Circuit breaker & branded modular switches.

# ELECTRICALS

C.C.T.V. Security system on ground level. Flat to Flat security intercom system.

Fire fighting system.



Annexure - "10 "

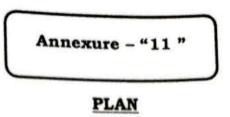
Total Consideration of the said Flat No. A/2106 of 37.12 sq.mtrs carpet area is Rs. 44,82,100/- out of which we have received a sun of Rs. 24,105/- and the Balance amount of Rs. 42,57,995/- will be pay as per following Payment Schedule

# PAYMENT SCHEDULE

a	9% on or before issuing this letter
b	20% on intimation of commencement of Division
С	of Slabs. Demand will be sent for two slabs together on
d	4% on intimation of community
e	4% on intimation of commencement of Brick Work
f	
g	4% on intimation of commencement of internal plaster 3% on intimation of commencement of external plaster
h	3% on intimation of commencement of external plaster 3% on intimation of commencement of the flooring work
i	3% on intimation of commencement of the flooring work 3% on possession windows work, and

Owner

Purchaser

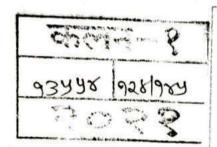


BALCONY LIVING / DINING 9231984 PASSAGE KITCHEN FB BASIN SERVICE SLAB CUPBOARD BED ROOM FB











### GOVERNMENT OF INDIA



S/O Ghanshyam Mishra, 2-D-26, MAHAVEER NAGAR EXT., kota, Kota, Rajasthan, 324009



MERA AADHAAR, MERI PEHCHAAN मेरा आधार, मेरी पहचान



GOVERNMENT OF INDIA





Kuldeep Mishra 15-10-1987 Male



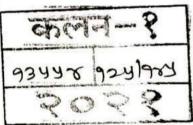
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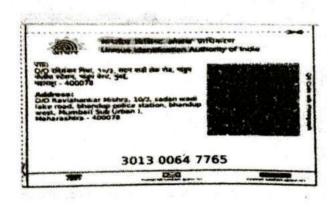
MERA AADHAAR, MERI PEHCHAAN मेरा आधार, मेरी पहचान

Que de la companya dela companya dela companya dela companya de la companya de la companya de la companya dela companya de la companya de la companya de la companya dela co



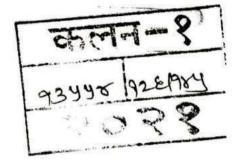








Lington





आयकर विभाग MCOME TAX DEPARTMENT



भारत सरकार GOVT. OF INDIA

SWAMINARAYAN LIFE SPACE LLP

10/11/2015

Permanent Account Number

ACXFS8846B

20112015



72/5193

Wednesday, May 15, 2019

6:25 PM

पावती

Original/Duplicate

नोंदणी क्रं. :39म

Regn.:39M

पावती कं.: 5982

दिनांक: 15/05/2019

गावाचे नाव: डोंबिवली (नवी)

दस्तऐवजाचा अनुक्रमांक: कलन3-5193-2019

इस्तऐवजाचा प्रकार: कुलमुखत्यारपत्र

सादर करणाऱ्याचे नाव: दिव्येशभाई अरविंदभाई सोजित्रा

नोंदणी फी

दस्त हाताळणी फी

पृष्ठांची संख्या: 13

₹. 100.00

₹. 260.00

एकूण:

₹. 360.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 6:51 PM ह्या वेळेस मिळेल.

बाजार मुल्य: रु.0 /-

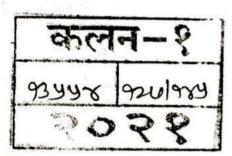
मोबदला रु.0/-

भरलेले मुद्रांक शुल्क : रु. 500/-

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

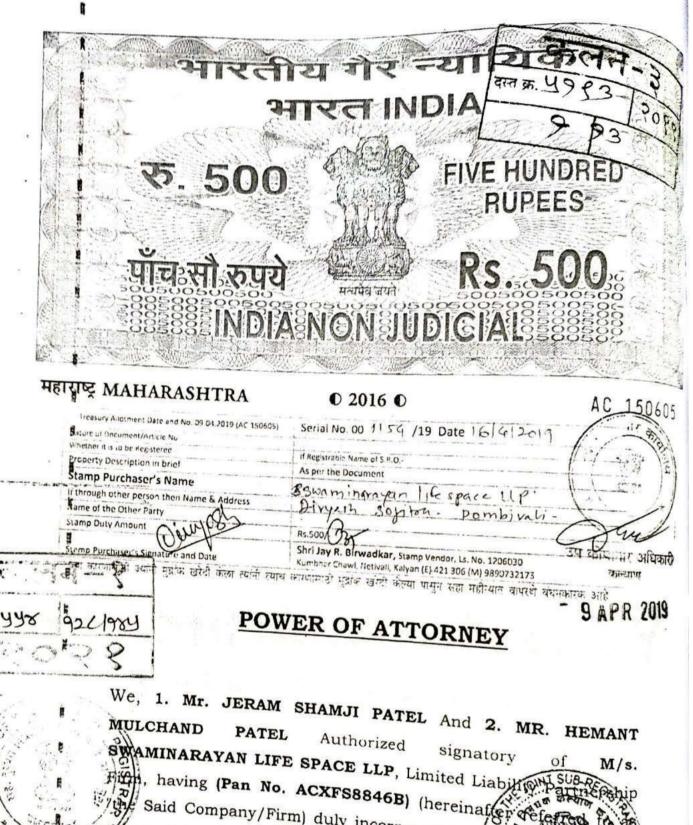
2) देयकाचा प्रकार: By Cash रक्कम: रु 260/-

Joint Sub Registrar Kalyan 3 सह द्वयम निबंधक वर्ग-२ कल्याण क्र-३



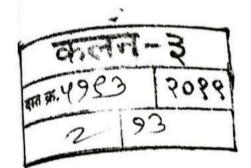


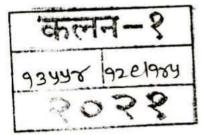
Ojimed



High, having (Pan No. ACXFS8846B) (hereinafter of Said Company/Firm) duly incorporated and regis provisions of The limited liability Partnership its office at 2/5, Ratna Niwas, Bhaji Market, New Kunjvihar Hotel, Dombivli (E) - 421 201, Send Greeting

deurat









कारनन-३ वस्त्र क. ५९८३ २०१९ 3 ३३

WHEREAS the said Company/Firm M/s, SWAMINARAYAN LIPE SPACE LLP, by its Board Resolution dated 24/04/20 authorized and empowered us, jointly or severally to sign and execute document for and on behalf the said Company/Firm for the transactions of Flat in District Thane, Taluka Kalyan and for the said purpose execute Agreement for Sale, Declaration, Affidavit, applications. letters, forms and correspondence as may be necessary in connection therewith AND to lodge and register the decays.

Assurances and to complete registration of all the documents and to do all acts, deeds, matters and things as may be required.

AND WHEREAS it is practically not possible for mc/us to attend the registration of aforesaid documents at the office of sub-Registrar in Taluka Kalyan, Dist. Thane and therefore We hereby pominate, constitute and appoint 1. Mr. DIVYESHBHAI VINDBHAI SOJITRA (PAN NO. GCQPS2642J) AND 2. Mr. CINESH SADASHIV PALANDE (PAN NO. AVPPP3959H) as to be may/our true and lawful attorney to act, jointly or severally, on my/our behalf to do the following acts, deeds, matters and things:

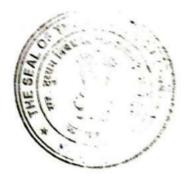
1. To lodge various Deeds of Agreement for Sale, Declaration, Affidavit, applications. letters, forms and correspondence as may be necessary in connection therewith, executed by me/us as authorized signature of M/s. SWAMINARAYAN LIFE SPACE LLP, and to remain personally present before the Joint/Sub-registrar/s of Assurances and Substitute execution thereof, on my/our behalf.

2. Obtain the certified copy of index II of the documents from the Joint/Sub-registrar/s evidencing registration thereof, on my/our behalf.

Ointogr.

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कर्य	न-१
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20	58





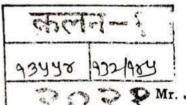
3. To do all or any of the other acts deeds, matters and thing for completing registration of the aforesaid deeds and documents, on my/our behalf.

I/We as Authorized Signatory of M/s. SWAMINARAYAN LIFE SPACE LLP, shall ratify and confirm the acts done by the Attorney, which the Attorney shall lawfully do, by virtue of these presents.

in witness whereof, we have signed on this ........ day of May 2019

SIGNED, SEALED & DELIVERED

By the withinnamed



0

Mr. JERAM SHAMJI PATEL



Mr. HEMANT MULCHAND PATEL

porized Signatory of

s. Swaminarayan life space llp

Limited Liability Partnership firm

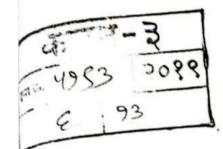
WE ACCEPT THE POWER

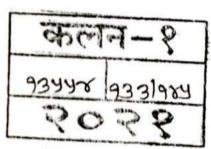
1. Mr. DIVYESHBHAI ARVINDBHAI SOJITRA







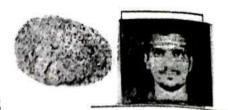












# 2. Mr. GANESH SADASHIV PALANDE

in the presence of

1. A Rojoh Sotte

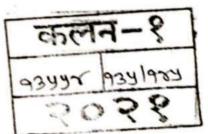
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दात क्र. ५७९	3 2099
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2. Phinde Zyoti Shinde

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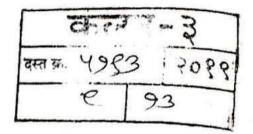


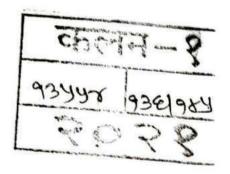
THE SEL ON THE SEL ON















Signature

Signature

Signature

ARVINDERAL SOUTHA

ARVINDERAL SOUTHA

Permiament Account Number

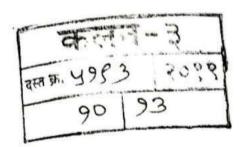
GCQPS2842J

Divisely

Signature







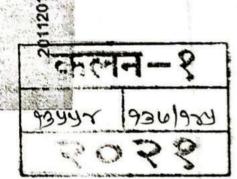
आयकर विभाज INCOMETAX DEPARTMENT SWAMINARAYAN LIFE SPACE LLP

भारत सरकार GOVT OF INDIA

10/11/2015

Permanent Account Number

ACXFS8846B





Sour





72/5193 व्धवार, 15 में 2019 6:25 म.नं.

दस्त गोषवारा भाग-1

991 कलन3 दस्त क्रमांक: 5193/2019

दस्त क्रमांक: कलन3 /5193/2019

वाजार मुल्यः रु. 00/-

मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.500/-

दु. नि. मह. दु. नि. कलन3 यांचे कार्यालयात

अ. क्रे. 5193 वर दि.15-05-2019

रोजी 6:31 म.नं. वा. हजर केला.

पावती:5982

पावनी दिनांक: 15/05/2019

मादरकरणाराचे नाव: दिव्येशभाई अरर्विदभाई मोजित्रा

नोंदणी फी

五. 100.00

दस्त हाताळणी फी

₹. 260.00

पृष्टांची संख्या: 13

एक्ण: 360.00

Joint Sub Registrar Kalyan 3

दस्ताचा प्रकार: कुलमुखत्यारपत्र

Joint Sub Registrar Kalyan 3

मुद्रांक शुल्क: a जेव्हा तो प्रर्तिफलार्थ देण्यात आलेला असून@ त्यामुळे कोणतीही स्थावर मालमत्ता विकण्याचा प्राधिकार 

शिका के. 1 15 / 05 / 2019 06 : 31 : 10 PM ची वेळ: (सादरीकरण)

शिक्का के. 2 15 / 05 / 2019 06 : 31 : 41 PM ची वेळ: (फी)

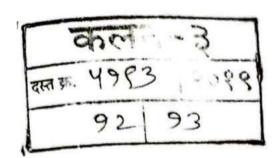
934984

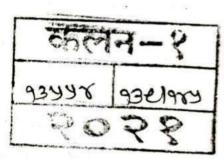
वस्त पेवजासीयव जोडबेले कागवपत्रे, कुलमुखत्यार पत्र व्यक्ती इत्सवि बनावट आठकूम आल्यास याची

संपूर्ण जवाक्यारी निष्यावकांची राहील













दम्त गांपवारा भाग-2

दम्त क्रमांक:5193/2019

दस्त क्रमांक :कलत3/5193/2019

दस्ताचा प्रकार :-कुलमुखत्यारपत्र

अन् क्र. पक्षकाराचे नाव व पना

> नाव:दिव्येशभाई अर्ग्विदभाई मोत्रित्रा पना:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्र्लॉक .तं: ॣद्रोंबिवली-प, रोड नं: -, महाराष्ट्र, THANE. पैन नंबर:GCQPS2642J

> > नं: डॉविवली-प, रोड नं: -, महाराष्ट्र, ठाणे.

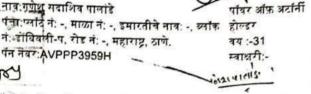
पक्षकाराचा प्रकार पांचर ऑफ़ अटॉर्नी

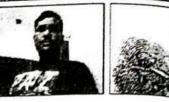
होल्डर वय:-22

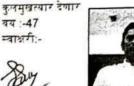
छायाचित्र

अंगठ्याचा ठ्या















93448

जाव:मेनर्स स्वामीनारायण लाईफ स्येम एलएलपी तर्फे जेरोम शामजी पटेल -

पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: रवा निवास, ब्लॉक नं: 2/5, रोड नं: भाजी मार्केट, नेहरू रोड, कुंजविहार हटिलच्या वर, डोंबिवली पूर्व, संद्धाराष्ट्र, ठाणे.

ग्न तेय: ACXFS8846B

<u>ताव:गृणेश</u>ु सदाशिव पालांडे

पॅन नेवर:AVPPP3959H

980 984

है। क्रिक्मार्स स्वामीनारायण लाईफ स्येस एसएलपी तर्फे

्रिम्स् भूतवंद पटेल -रान्य /ताट नं: -, माळा नं: -, इमारतीचे नाव: रत्ना किर्मास, ब्लॉक नं: 2/5, रोड नं: भाजी मार्केट, नेहरू रीड, कुंजविहार हॉटेलच्या वर, डॉविवली पूर्व, महाराष्ट्र, ठाणे.

पॅन नंबर:ACXFS8846B

कुलमुखत्यार देणार वय:-37 स्वाक्षरी:-







वरील दस्तऐवज करुन देणार तथाकथीत कुलमुखत्यारपत्र चा दस्त ऐवज करुन दिल्याचे कवुल करतात. शिक्का क्र.3 ची वेळ:15 / 05 / 2019 06 : 33 : 35 PM

आळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटविनात

पक्षकाराचे नाव व पना 7.

1 नाव:राजश्री माठे - -वय:34 पत्ता:डोंबिवली-पूर्व पिन कोड:421201

नाव:ज्योती शिंदे -वय:28 पत्ता:डॉविवली-पूर्व पिन कोड:421201



स्वाभरी

द्यायाचित्र

अंगठ्याचा रुमा









प्रशाणित करण्यात येते की सदर दस्त कं. 4953 मध्ये . 93. पाने आहे. पुस्तक क्रमांक ..... ठ .... वर नौंदता. दिनांक 94 / 4 /2098

शिक्का क्र.4 ची वेळ:15 / 05 / 2019 06 : 34 : 10 PM

शिक्का क.5 नी के 15 / 05 / 2019 06 : 34 : 16 PM नोंदणी पुस्तक 4 मध्ये

Joint Sub Registrar Kalyan 3

Know Your Rights as Registrants

Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after

2 Get print immediately after registration.

तिहार्यम निर्वधक वर्ग-२, कल्याण-३ For feedback, please write to us at feedback selfita@gmail.com

5193/2019

# । घोषणापत्र ।।

मी/आम्ही श्री. गणेश सदाशिव पालांडे, वय ३३ वर्ष, य मांडा, टिटवाळा पूर्व, याद्वारे होषीत करतो की, दुय्यम निबंधक किल्पाहा- यू यांचे कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. मे. स्वामीनारायण लाईफ स्पेस एलएलपी तर्फे भागीदार श्री. हेमंत मुलचंद पटेल यांनी दिनांक १५/०५/२०१९ रोजी मला/आंम्ही सदर दस्त नोंदणीस सादर केला आहे/निष्पादीत करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहुन देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहुन देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असुन उपरोक्त कृती करण्यास मी/आम्ही पूर्णतः सक्षम आहे. सदरचे कथन युकीचे आढळून आल्यास, नोंदणी अधिनयम १९०८ चे कलम ८२ अन्वये शिक्षेस मी/आम्ही पात्र राहीन/राहू यांची मला/आम्हांस जाणीव आहे.

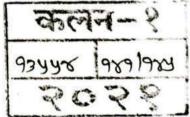
तारीख: २२। १२ | २०२ )

- Ipiaiain's

ठीकाणः कल्पाठा

श्री. गणेश सदाशिव पालांडे कुलमुखत्यारपत्रधारकाची सही व नांव

सदर कुलमुखत्यारपत्राचे सत्यतेविषयी मी संपूर्ण चौकशी केली आहे व त्याचे सत्यतेविषयीची मी खात्री करून घेतली आहे.





#### प्रपत्र-ब

#### स्वयं - साक्षांकनासाठी स्वयं घोषणापत्र



- Joisin Mis

दस्त लिहन देणार स्वाक्षरी

दस्त ।लहून दणार स्वाक्षरा

१ कलवीप मिश्रा 38 वर्ष



हमीपत्र

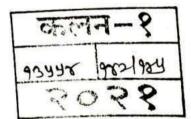


ठीकाण:- फल्पाठा

दिनांक :- २२/१२/२०२)

- 10, गतामाप्ट

दस्त लिहून देणार स्वाक्षरी





gisla Nix

दस्त लिहून घेणार स्वाक्षरी

<sub>70 13554</sub> बुग्चार,22 डिमेंबर 2021 5:43 म.नं.

दस्त गोषवारा भाग-1

कलन1 9~63 969 इस्त क्रमांक: 13554/2021

इस्त क्रमांकः कलना /13554/2021

वाजार मुल्यः रु. 31,26,500/-

मोबदला: रु. 44,82,100/-

भगलेले मुद्रांक शुल्कः रु.2,69,000/-

दू. ति. गह. दु. ति. कलन1 यांचे कार्यालयात अ. क्रं. 13554 वर दि.22-12-2021

रोजी 5:40 म.नं. वा. हजर केला.

पावती:17530

पावती दिनांक: 22/12/2021

मादरकरणाराचे नाव: कुलदीप मिथा - -

नोंदणी फी

五. 30000.00

दस्त हानाळणी फी

五. 2900.00

पृष्टांची संख्या: 145

ग्कुण: 32900.00

रू इन्त हजर करणाऱ्याची सही:

Sub Registrar Kakan सह.दुरयम निवधक कल्याण-१

हरताचा प्रकार: करारनामा

Sub Register Kalyan 1 सहःद्यम निबंधक कल्याण-१

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा इप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिका के. 1 22 / 12 / 2021 05 : 40 : 18 PM ची वेळ: (सादरीकरण)

शिक्षा कं. 2 22 / 12 / 2021 05 : 43 : 49 PM ची वैळ: (फी)

#### प्रतिज्ञा पत्र

सदर दस्तऐवज नोंदणी कायदा १९०८ नियम १९६१ अंतर्गत तस्तुदीनुसार नोंदणीस दाखल केला आहे. दस्तामधील संपुर्ण मजकुर, निष्पादक व्यक्ती साक्षीदार व सोवत जोडलेले कागदपत्रे दस्तांची सत्यता, वैधता कायदेशीर बावीसाठी खालील निष्पादक व्यक्ती संपुर्णपणे जवावदार आहेत. तसेच सदर हस्तातरण दस्तांमुळे राज्यशासन/केंद्रशासन यांच्या कोणताही कायदा/निम्नम/परिषटकक यांचे उद्घंचन होत नाही.

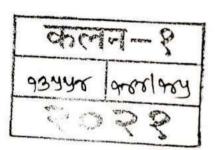
लिहून घेणार सही

new district

लिह्न देणार सही

/ Sir S







22/12/2021 5 50:28 PM
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दम्न गोपबारा भाग-2

कलन1 दस्त क्रमांक:13554/2021

दम्न क्रमोकः कलन 1/13554/2021

दम्ताचा प्रकार :-करारनामा

अन् क. पक्षकाराचे नाव व पना

नाव:मेसर्स.स्वामिनारायण लाईफ स्पेस एलएलपी लिमिटेड लायविलिटी भागीदारी संस्था तफें भागीदार - हंमत मुलचंद पटेल यांचे कुलमुखन्यार धारक म्हणून गणेश मदाशिव पालांडे पना:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: ऑफिस २/५ रता निवास भाजी मार्केट नेहरू रोड कुंजविहार हाँटेलच्या वर डॉवियली पूर्व, महाराष्ट्र, ठाणे. पैन नवर:ACXFS8846B

म्बाधगी:-א ווצובואים

पक्षकाराचा प्रकार

लिहन देणार

वय :-35

ह्यायाचित्र



नाव:क्लडीप मिथा - -2 पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: २-डी-२६ महाबीर नगर एक्सटेब्शन कोटा राजस्थान , राजस्थान, KOTA. पैन नंबर:BFZPM7508C

लिहन येणार वय:-34 म्बाधरी(-)





3 नाव:प्रियंका रविशंकर मिथा - -पत्ताःप्लॉट नं: -, माळा नं: -, डमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: २-डी-२६ महाबीर नगर एक्सटेन्शन कोटा राजस्थान . राजस्थान, KOTA. पॅन नंबर:BVNPM5061N

लिहुन घेणार वय:-32 म्बाक्षगी:-





वरील दस्तांग्वज करुन देणार तथाकथीत करारनामा चा दस्त ग्रेवज करून दिल्याचे कथल करतात. शिक्का क.3 नी नेळ:22 / 12 / 2021 05 : 49 : 04 PM

ओळच:-

खालील इसम असे निवेदीत करनात की ने दस्तऐवज करन देणा-यानां व्यक्तीशः ओळखतान, व त्यांची ओळख पटविनान

अन् क. पक्षकाराचे नाव व पना

1 नाव:मुपमा रविशंकर मिथा - -वय:49 पना:भांदुप पिन कोड:400078





2 नाव:मिथा शिवम अनिल - -वय:23 पत्ता:वमई पालघर पिन कोड:401209





शिक्का क्र.4 ची वेळ:22 / 12 / 2021 05 : 50 : 09 PM

शिका क.5 ची बेळ:22 / 12 **▮** 20**%**1 05 : 50 : 16 PM नोंदणी पुस्तक 1 मध्ये

Sub Registrar Kalyan 1

	Purchaser		Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	KULDEEP	eChallan	02300042021122221305	MH010489424202122E	269000.00	SD	0005028906202122	22/12/2021
,	MISHRA	eChallan		MH010489424202122E	30000	RF	0005028906202122	22/12/2021
_	MISHRA		2212202102945	2000	RF	2212202102945D	22/12/2021	
3	(1)	DHC		2212202103471	900	RF	2212202103471D	22/12/2021

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

रत्याण-

प्रमाणित करण्यात येते की, ...../२०२? \$ \$ 4/2021

VEP 75. PO

22192 /२०२१ वर भोदला.

सह. दुय्यम निबंधक कल्याण क्र. १

4



22/12/2021

सची क.2

द्रश्यम निबंधक : दु.नि. कल्याण 1

वस्त क्रमांक: 13554/2021

नोवंणी: Regn:63m

गाबाचे नाव: ठाकुर्ली

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

4482100

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार

3126500

ते नम्द करावे)

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

 पालिकेचे नाव:कल्याण-डोंबिवली इतर वर्णन :, इतर माहिती: मौजे ठाकुर्ली ता-कल्याण जि-ठाणे येथील नवीन सर्वे नं.61 जुना सर्वे नं.363 हिस्सा नं.21,नबीन सर्वे नं.61 जुना सर्वे नं.363 हिस्सा नं 51,नबीन सर्वे नं.61 जुना सर्वे नं.363 हिस्सा नं.80,नवीन सर्वे नं.60 जुना सर्वे नं.29 हिस्सा नं.7,नवीन सर्वे नं.61 जुना सर्वे नं.363 हिस्सा नं.58,नबीन सर्वे नं.60 जुना सर्वे नं.29 हिस्सा नं.8,नबीन सर्वे नं.61 जुना सर्वे नं.363 हिस्सा नं.17,नबीन सर्वे नं.61 जुना सर्वे नं.363 हिस्सा नं.18,नवीन सर्वे नं.61 जुना सर्वे नं.363 हिस्सा नं.19,नवीन सर्वे नं.61 जुना सर्वे नं.363 हिस्सा नं.20,नबीन सर्वे नं.61 जुना सर्वे नं.363 हिस्सा नं.51(पार्ट),नबीन सर्वे नं.61 जुना सर्वे नं.363 हिस्सा नं.52,नबीन सर्वे नं.61 जुना सर्वे नं.363 हिस्सा नं.53,नबीन सर्वे नं.61 जुना सर्वे नं.363 हिस्सा नं.54,नबीन सर्वे नं.61 जुना सर्वे नं.363 हिस्सा नं.55,नबीन सर्वे नं.61 जुना सर्वे नं.363 हिस्सा नं.56,नबीन सर्वे नं.61 जुना सर्वे नं.363 हिस्सा नं.57 यावरील स्वामिनारायण सिटी फेज-1/1ए/ 1बी प्रोजेक्ट प्लॉट नं.-ए अधेना बिल्डिंग मधील ए-विंग सदनिका क्रमांक-2106 एकविसावा मजला चे क्षेत्र 37.12 चौ.मीटर कारपेट रिरा प्रमाणपत्र क.P51700018305 जोडले आहे)( ( Survey Number : नवीन सर्वे नं.६१ जुना सर्वे नं.३६३ ड इतर. ; HISSA NUMBER : हिस्सा नं.२१,५१ व इतर. ; ) )

(5) क्षेत्रफळ

1) 37.12 ची.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

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

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

1): नाव:-मेसर्स.स्वामिनारायण लाईफ स्पेस एलएलपी लिमिटेड लायबिलिटी भागीदारी संस्था तर्फे मागीदार - हेमंत मुलचंद पटेल यांचे कुलमुखत्यार धारक म्हणून गणेश सदाशिव पालांडे वय:-35; पत्ता:-प्लॉट के -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: ऑफिस २/५ रत्ना निवास भाजी मार्केट नेहरू रोड कुंजविहार हॉटेलच्या वर डोंबिवली पूर्व, महाराष्ट्र, ठाणे. पिन कोड:-421201 पैन नं:-ACXFS88468

1): नाव:-कुलदीप मिश्रा - - वय:-34; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: २-डी-२६ महाबीर नगर एक्सटेन्शन कोटा राजस्थान, राजस्थान, KOTA. पिन कोड:-324009 पैन नं:-BFZPM7508C

2): नाव:-प्रियंका रविशंकर मिश्रा - - वय:-32; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: २-डी-२६ महाबीर नगर एक्सटेन्शन कोटा राजस्थान , राजस्थान, KOTA. पिन कोड:-324009 पैन नं:-BVNPM5061N

(9) दस्तऐवज करुन दिल्याचा दिनांक

22/12/2021

(10)दस्त नोंदणी केल्याचा दिनांक

22/12/2021

(11)अनुक्रमांक,खंड व पृष्ठ

13554/2021

S W

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

269000

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

30000

(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (i) within the limit

oration or any Cantonment area annexed to it.

#### Payment Details

sr.	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	KULDEEP MISHRA	eChallan	02300042021122221305	MH010489424202122E				22/12/2021
2	KULDEEP MISHRA	eChallan		MH010489424202122E	30000	RF	0005028906202122	22/12/2021
3		DHC		2212202102945	2000	RF	2212202102945D	22/12/2021
4		DHC		2212202103471	900	RF	2212202103471D	22/12/2021

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