

Draft Without Prejudice

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at THANE, on this ____ day of _____ in the Christian Year Two Thousand Twenty Five.

BETWEEN

PURANIK TOKYO BAY PRIVATE LIMITED (Formerly known as SAI PUSHUP ENTERPRISES) a company incorporated under the Companies Act, 2013 having CIN No. U41001MH2023PTC402600 having its registered office at Puranik's One, Kanchan Pushp, Kavesar, Ghodbunder Road, Thane (West) 400615, Email id _____, hereinafter referred as "the PROMOTER" (which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the ONE PART; AND;

FOR INDIVIDUALS/JOINT ALLOTTEES

a. Sh./Smt. _____

S/D/W of Sh. _____

Resident of _____

PAN _____

Email Id : _____

b. *Sh./Smt. _____

S/D/W of Sh. _____

Resident of _____

PAN _____

Email Id : _____

(*To be filled In case of joint Allottees)

(hereinafter singly/ jointly, as the case may be, referred to as the 'Allottee' which expression shall unless repugnant to the context or meaning thereof, be deemed to include his heirs, executors, administrators, legal representatives, successors, nominees and permitted assigns of the) OTHER PART.

II. FOR PARTNERSHIP FIRMS

**M/s. _____ a Partnership Firm duly registered under the Partnership Act through its authorized representative/ partner Sh./ Smt. _____ having office at _____

Email Id : _____ (hereinafter referred to as the 'Allottee' which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership and their heirs, legal representatives, administrators, executors, nominees, successors and permitted assigns) of the OTHER PART

III. FOR COMPANIES

** M/s. _____ a Company registered under the Companies Act, 1956, having its registered office at _____

_____ Email Id : _____ through its duly authorized signatory Sh./Smt. _____ authorized by Board Resolution dated _____ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof, be deemed to include its administrators, successors in interest, nominees and permitted assigns) of the OTHER PART.

WHEREAS :

- A. The Promoter is entitled to piece and parcel of properties bearing 1) Survey No. 20 Hissa No.1 admeasuring 2740 sq.mtr (therein after referred **First Property**), 2) Survey No. 20 Hissa No.2B admeasuring 4080 sq.mtr, (therein after referred **Second Property** 3) Survey No. 21 Hissa No. 9 admeasuring 3240 sq.mtr (therein after referred **Third Property**), 4) Survey No. 22 Hissa No.5 admeasuring 2130 sq.mtr (therein after referred **Fourth Property**), 5) Survey No. 21 Hissa No. 11A admeasuring 7840 sq.mtrs (therein after referred **Fifth Property**), 6) Survey No. 22 Hissa No.1 admeasuring 1550 sq.mtr, 7) Survey No. 23 Hissa No.4 admeasuring 660 sq.mtr 8) Survey No. 23 Hissa No.3/1 admeasuring 1320 sq.mtr and 9) Survey No. 23 Hissa No.2/1 admeasuring 1060 sq.mtr (said Survey No. 22 Hissa No.1, Survey No. 23 Hissa No.4 Survey No. 23 Hissa No.3/1 and Survey No. 23 Hissa No.2/1 are therein after collectively referred as **Sixth Property**) aggregating to 24620 sq.mtr all situated at Village Vadavali, Taluka and District Thane as more particularly described in the First Schedule hereunder written (hereinafter referred to as the "said Property").

B. BRIEF HISTORY OF FIRST PROPERTY:-

- i. One Laxmibai Ramdas Patil and others were seized and possessed of and otherwise sufficiently entitled to said First Property, more particularly described as First Property in the First Schedule hereunder written.

- ii. Said Laxmibai Ramdas Patil and other by Development Agreement dated 6th December 1989, granted right to develop the said First property to Mr Sunil Tukaram Borhade for consideration and on the terms and condition as stated therein.
- iii. The said Mr. Sunil Tukaram Borhade, was not able to develop the said First property therefore at the request of said Mr. Sunil Tukaram Borhade, said Laxmibai Ramdas Patil and other by Agreement for Sale dated 24th August 1993 agreed to sell the said First Property to Mr. Veerdhaval Ghag and Mrs. Sangeeta Ghag (hereinafter referred as Ghag) for consideration and on the terms and condition therein contained. The said Mr. Sunil Tukaram Borhade also confirmed the said Agreement for Sale by joining as the Confirming Party to the said Agreement for Sale. The said Agreement for Sale is duly registered with Sub- Registrar of Assurance at Thane at serial no. 2723/1993 and along with the said Agreement for Sale, Laxmibai Ramdas Patil and others also granted Power of Attorney to said Ghag to do all acts and deed for developing the said property as stated in the said Power of Attorney. The said Power of Attorney is authenticated with Sub-Registrar of Assurance at Auth. No 92/1993.
- iv. By order dated 2nd November 1998 bearing No ULC/TA/TE-5 Kasarvadavali/SR/100 by the Additional Collector and Competent Authority, Thane Urban and Agglomeration u/s 8(4) of the Urban Land (Ceiling and Regulation) Act, 1976 (hereinafter referred as ULC Act) ordered that provisions of ULC Act is not applicable to the said First Property. Thereafter, Additional Collector and Competent Authority again by letter dated 19th December 2002, confirmed ULC Act is not applicable to the said First Property.
- v. The said Ghag by a Development Agreement dated 24th October 2005 agreed to assign their development right of the said First Property to Unnathi Associates, for consideration and on terms and condition therein contained. The said Development Agreement is also duly registered before Sub-Registrar of Assurance, Thane at serial no. TNN2-6713/2005 on 26th October 2005. Alongwith said Development Agreement, said Ghag's also granted Power of Attorney to Mr. Rajan N Bandelkar and Vijay P Mody to do all acts and deed as referred therein to develop the said First Property. The said Power of Attorney is also registered at serial no. TNN2-540/2005 before Sub-Registrar of Assurance, Thane on 26th October 2005.
- vi. By Deed of Conveyance dated 14th May 2011 the said Laxmibai Ramdas Patil and other sold, conveyed and transferred the said First Property to the said Ghag. The said Deed of Conveyance is duly registered with Sub-Registrar of Assurance Thane on 24th June 2011 at Serial No TNN5-6072/2011. The name of said Ghag is recorded in also record of right by Mutation Entry No.1296.

- vii. By Agreement for Assignment of Development Rights dated 3rd June 2014, the said Ghag, assigned the development right of the said First Property to the Promoter herein for consideration and on the terms and condition therein contained. The said M/s. Unnati Associates also joined the said Agreement for Assignment of Development Agreement as the Confirming Party. The said Development Agreement is duly registered with Sub-Registrar of Assurance, Thane at Serial No:-TNN2/ 4590/2014 on 3rd June 2014. Along with the said Development Agreement the said Ghag and Unnati Associates have also granted Power of Attorney to the Promoter herein to do all acts and deed as stated therein, to develop the said First Property. The said Power of Attorney is also duly registered with Sub-Registrar of Assurance, Thane at Serial No:-TNN2/ 4591-2014.
- viii. By a Confirmation Deed dated 14th August, 2014, Smt. Laxmibai Ramdas Patil & others confirmed the right of the Promoter to develop the said First Property and execution of various documents as stated therein. The said Deed is registered with the Registrar of Assurances at Thane under Sr.TNN-2/6766/2014. Similarly family members consisting of Smt. Yogita Devanand Bhoir, Kavita Nandkumar Patil, Sarita Nandkumar Patil, Yogesh Nandkumar Patil, Poonam Nandkumar Patil, Vanita Nandkumar Patil, Chandrabhaga Ananta Patil by Deed of Confirmation dated 27th August 2014, confirmed right of Promoter to develop the said First Property and also execution of various Agreements, Power of Attorneys, Kharedikhat with respective parties mentioned in the said various Deeds and Documents. The said Deed of Confirmation is duly registered in the Office of Sub Registrar of Assurance at Thane on 27th August, 2014, at Sr. No. TNN-2-7088. The family consisting of Gangabai Harishchandra alias Baburao Patil, Vinod Harishchandra Patil, Pushpa Sunil Mhatre, Meena Sandeep Patil and Suvarna Rajendra Patil have also executed Deed of Confirmation dated 16th September 2014, confirming right of Promoter to develop the said First Property and also execution of various Agreements, Power of Attorneys, Kharedikhat with respective parties mentioned in the said various Deeds and Documents. The said Deed of Confirmation is duly registered in the Office of Sub Registrar of Assurance at Thane on 16th September, 2014 at Sr. No. TNN-2-7565/2014.
- ix. The said Ghag, therein referred as Vendors at the request of the Promoter, therein referred as Confirming Party with confirmation of said Laxmibai Ramdas Patil and others, therein referred as said Patil, by Agreement for Sale and Development, dated 4th September 2014 granted development right and also agreed to sell part of the said First Property admeasuring 345 sq.mtr to Haware Housing, a Partnership Firm duly registered under the Partnership Act for consideration and on the terms and condition stated therein. The said Agreement for Sale and Development dated 4th September 2014 is registered with Sub-Registrar of Assurance at Thane vide Serial No. TTN-8998/2014. Thus out of said

First Property, Promoter is entitled to develop only 2395 sq.mtr and herein after First Property means only 2395 sq.mtr out of Survey No. 20 Hissa No.1 situated at Village Vadavali, Ghodbunder Road, Thane.

- x. By Declaration dated 3rd May, 2016 M/s. Sai Pushp Enterprises through its Partner Mr. Jagdish K. Khetwani, declared that they will construct 12 mtrs access road from 30 mtrs and 40 mtrs wide D.P. Road which passes through the Said Property and others properties. The said Declaration is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN5/5556/2016.
- xi. By Deed of Transfer of Transferable Development Rights dated 17th February, 2017, Chandrakant Walkya Mukadam and others with confirmation of M/s. Aarti Estates transferred and conveyed the TDR admeasuring 1720 sq. meters out of the DRC bearing No. 236 under Folio No. TDR\SO6\Mun.Pur-3\0295/2015, Sector VI dated 24th October, 2016 to Sai Pushp Enterprises for consideration and on terms and conditions stated therein. The said Deed of Transfer of Transferable Development Rights is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN9/1011/2017.
- xii. By Deed of Conveyance dated 18th March, 2019, 1) Veerdhaval Sitaram Ghag and 2) Smt. Sangeeta Veerdhaval Ghag, with confirmation of Unnati Associates conveyed and transferred the said Property to Sai Pushp Enterprises for consideration stated therein. The said Deed of Conveyance is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN9/3620/2019.
- xiii. The Sai Pushp Enterprises acquired further share/entitlement of Land Owner in some of the properties under varies Conveyance Deed and Deed of Confirmation, the said share/entitlement acquired by the Promoter was further mortgaged to Catalyst to secure the said finance facility of Indostar by Supplementary Mortgage Deed dated March 18, 2019 (Supplementary Mortgage Deed). The Supplementary Mortgage Deed is registered with the Sub-Registrar of Assurance Thane at Sr. No. TNN-9/3631/2019, Promoter have further mortgaged the said property along with the other properties. The Promoter have further mortgaged the said property along with the other properties in favour of Beacon Trusteeship Limited to secure the issuance of senior, secured, redeemable non-convertible debentures by Puranik Rumah

Bali Private Limited under the Debenture Trust cum Mortgage Deed dated January 27, 2023 registered with the Sub-Registrar of Assurance Thane at Sr. No. TNN-9/2598/2023 on February 13, 2023.

C. BRIEF HISTORY OF SECOND PROPERTY:-

- i. One Suryakant Pandharinath Owalekar was the original owner and otherwise sufficiently entitled to said Second Property and Gopal Joma

Patil was in use and occupation as Tenant of said Second Property, more particularly described as Second Property in the First Schedule hereunder written.

- ii. Said Gopal Joma Patil, being tenant was in use and occupation of the said Second Property on the tillers day, under then Bombay Tenancy and Agricultural Land Act, 1948 (hereinafter referred to as "BTAL Act") was deemed to have purchased the said Second Property, therefore Additional Tahsildar and Agricultural Lands Tribunal (herein after referred as Tribunal) by an order dated 28th November 1974 under section 32G of BTAL Act vide Order no. IPL/I/15/P/40 Vadavali/VP/337 declared Gopal Joma Patil as Purchaser and determined the purchase price of the said Second Property. As determined by the Tribunal by an order dated 28th November 1974 Gopal Joma Patil paid purchase price of Rs. 912.52/- to Ramesh Suryakant Owalekar and on payment of said amount Tribunal issued Certificate u/s 32M of BTAL Act being Certificate No. 4026 dated 18/02/1974, certifying the Gopal Joma Patil as the Purchaser of the said Second property. The name of said Gopal Joma Patil were recorded vide Mutation Entry No. 361 and 362 in the record of rights.
- iii. The said Gopal Joma Patil died intestate in the year 1978 leaving behind him his legal heirs and representative his wife Padibai Gopal Patil and four sons i.e 1) Vitthal Gopal Patil 2) Krushna Gopal Patil 3) Ananta Gopal Patil 4) Parshuram Gopal Patil and one married daughter Chandrabhaga Ramchandra Shinge as per Hindu Succession Act, 1956 by which he was governed at the time of his death. The name of legal heirs of said Gopal Joma Patil was recorded vide Mutation Entry No. 255 which was certified on 11th June 1990 in the record of rights.
- iv. The Vitthal Gopal Patil one of said Gopal Joma Patil died intestate leaving behind him his legal heirs and representative his two sons i.e. Indrapal Vitthal Patil and Baban Vitthal Patil and one daughter Vatsala Sakharam Thakur as per Hindu Succession Act, 1956 by which he was governed at the time of his death. The name of legal heirs of said Vitthal Gopal Patil was recorded vide Mutation Entry No. 421 in the record of rights in the said Second Property.
- v. The Krushan Gopal Patil also died intestate leaving behind him, his legal heirs and representative, his wife Chandrarekha Krushna Patil and two sons i.e Vinod Krushna Patil and Arun Krushna Patil and one daughter Manisha Krushna Patil as per Hindu Succession Act, 1956 by which he was governed at the time of his death. The name of legal heirs of said Krushan Gopal Patil was recorded vide Mutation Entry No. 421 in the record of rights in the said Second Property.
- vi. Indrapal Vitthal Patil died intestate on 14th January 1997 leaving behind him, his legal heirs and representative two daughters Asha Indrapal Patil

and Mohini Indrapal Patil and one son Dadu Indrapal Patil as per Hindu Succession Act, 1956 by which he was governed at the time of his death. The name of legal heirs of said Indrapal Vitthal Patil was recorded vide Mutation Entry No. 1075 in the record of rights of the said Second Property.

- vii. Padibai Gopal Patil and Others by Development Agreement dated 3rd February 1999, granted development rights of the said Second Property to Veerdhaval Sitaram Ghag for the consideration and on terms and condition therein contained. The said Development Agreement is duly registered on 3rd February 1999 with the Sub-Registrar of Assurances at Thane vide Serial No. TNN1-796/1999.
- viii. The Additional Collector & Competent Authority, Thane Urban Agglomeration Under Section 8(4) of the ULC Act, 1976 by an order bearing no. ULC/TA/TE-Owala-SR-247 dated 27/7/2000 declared that the provision of the said act is not applicable to the said Second Property.
- ix. Pursuant to an application by Ananta Gopal Patil & others to SDO, Thane u/s 43 of BT & AL Act, SDO Thane vide order no. K/TD/6/KV/VP/SR/81/2000 dated 18/7/2001, granted permission to develop the said property. The grant of permission to develop the said property was recorded vide Mutation Entry No. 485 in the record of rights.
- x. Ananta Gopal Patil died intestate on 30/6/2003 leaving behind his legal heirs and representative his wife Mangala Ananta Patil, two sons Sunil Ananta Patil and Manesh Ananta Patil and one married daughter Lalita Ravindra Saste as per Hindu Succession Act, 1956 by which he was governed at the time of his death. The name of legal heirs of said Ananta Gopal Patil was recorded vide Mutation Entry No. 584 in the record of rights in the said Second Property.
- xi. By Development Agreement dated 24th October 2005, Veerdhaval Sitaram Ghag (therein referred as Assignor) assigned his development rights to M/s Unnathi Associates, therein referred as Assignee for the consideration and on terms and condition therein contained. The said Development Agreement is registered on 26th October 2005 with Sub-Registrar of Assurances at Thane, vide Serial no. TNN2- 6712/2005. Alongwith the said Development Agreement, said Veerdhaval Ghag also substituted his Power of Attorney to Rajan N Bandelkar and Vijay P Mody, the said Power of Attorney is authenticated before Sub-Registrar of Assurance, Thane at Sr. No.536/2005.
- xii. The Collector of Thane by his order Rev/K-1/T1/NAP/SR 183/2004 dated 11th May, 2007 granted permission for Non-Agricultural use of the Said First and Second Property. The copy of said permission for Non-Agricultural is annexed hereto as **“Annexure B”**;

- xiii. Veerdhaval Sitaram Ghag by an Agreement for Assignment of Development Rights, dated 3rd June 2014 with consent and confirmation of Unnati Associates agreed to grant development right of the said Second Property to the Promoter herein, therein referred as Assignee for the consideration and on terms and condition therein contained. The said agreement is duly registered with Sub-Registrar of Assurances at Thane, vide Serial no.TNN2- 4588/2014.
- xiv. Madhuri Kunal Mukadam, Dadu Vishwas Indrapal Patil and Mohini Jagdish Patil executed Deed of Rectification cum Confirmation Deed dated on 21/11/2014 interalia confirmed the Agreement dated 3rd June 2014 in favour of Promoter. The said Deed of Rectification cum Confirmation Deed is duly registered at Sub-Registrar of Assurance Thane vide Serial no. TNN2-9485/2014.
- xv. By Declaration dated 7th June, 2016 M/s. Sai Pushp Enterprises through its Partner Mr. Jagdish K. Khetwani, surrendered the property bearing Survey No. 20/2/B/2 1080 sq. meters area for 40 mtrs wide D.P. Road to Thane Municipal Corporation. The Declaration is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN5/7055/2016.
- xvi. By Deed of Transfer of Transferable Development Rights dated 17th February, 2017, Chandrakant Walkya Mukadam and others with confirmation of M/s. Aarti Estates transferred and conveyed the TDR admeasuring 1720 sq. meters out of the DRC bearing No. 236 under Folio No. TDR\SO6\Mun.Pur-3\0295/2015, Sector VI dated 24th October, 2016 to Sai Pushp Enterprises for consideration and on terms and conditions stated therein. The said Deed of Transfer of Transferable Development Rights is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN9/1011/2017.
- xvii. By Deed of Conveyance dated 18th March, 2019, Gauribai Parshuram Patil and others with confirmation of Mr. Veerdhaval Sitaram Ghag and M/s. Unnati Associates conveyed and transferred the said Property to Sai Pushp Enterprises for consideration stated therein. The said Deed of Conveyance is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN9/3621/2019.

D. BRIEF HISTORY OF THIRD PROPERTY:-

- i. One Mr. Ratan Kashinath Kaware & Others were possessed and entitled to piece and parcel of land bearing Survey No.21, Hissa No.9, admeasuring 3240 sq. mtrs. situated at Village Vadavali, Taluka and District Thane, more particularly described as Third Property in the First Schedule hereunder written.
- ii. The Ratan Kashinath Kaware by Development Agreement dated 7th April, 2000 granted the development right of the said Third Property to 1) Mr.

Sudhakar Pandurang Patil and 2) Mrs. Sunanda Sudhakar Patil for consideration and terms and conditions therein contained. The said Development Agreement is duly registered with the Sub-Registrar of Assurances, Thane at Sr. No.TNN1/2211/2000. Alongwith the said Development Agreement the said Ratan Kashinath Kavare also granted the Power of Attorney in favor of 1) Mr. Sudhakar Pandurang Patil and 2) Mrs. Sunanda Sudhakar Patil, to do all acts, deeds and matters therein contained. The said Power of Attorney is duly registered with the Sub-Registrar of Assurances Thane Vide Sr. No.113/2000 on 7/4/2000.

- iii. The said Mr. Sudhakar Pandurang Patil and Mrs. Sunanda Sudhakar Patil by the Development Agreement dated 24th October, 2005 assigned their Development Rights to Unnati Associates. The said Development Agreement dated 24th October, 2005 is duly registered with the Sub-Registrar of Assurances, Thane at Sr No.TNN2/6711/2005. Alongwith the said Development Agreement the said Mr. Sudhakar Pandurang Patil and Mrs. Sunanda Sudhakar Patil granted the Power of Attorney to Rajan Bandelkar and Vijay P. Mody, the Partners of Unnati Associates to do all acts, deeds and matters therein contained. The said Power of Attorney is duly registered with the Sub-Registrar of Assurances, Thane at Sr. No.539/2005.
- iv. The said Sudhakar Pandurang Patil and Sunanda Sudhakar Patil with consent and confirmation of Unnati Associates assigned their development rights to Promoter herein by an Agreement of Assignment of Development Right dated 3rd May, 2014 for consideration and on the terms and conditions therein contained. The Agreement of Assignment of Development Right dated 3rd May, 2014 is duly registered with the Sub-Registrar of Assurances, Thane at Sr. No.TNN2/4595/2014. Alongwith the said Agreement the said Sudhakar Pandurang Patil and Sunanda Sudhakar Patil granted Power of Attorney to Shri. Jagdish Kanayalal Khetwani and Shri. Naresh Sudama Khetwani, the Partners of Promoter to do all acts, deeds and matters therein contained. The said Power of Attorney is duly registered with the Sub-Registrar of Assurance, Thane at Sr. No.TNN2/4597/2014.
- v. Ratan Kashinath Kavare as an Owner alongwith Sudhakar Pandurang Patil and Sunanda Sudhakar Patil as Vendor with confirmation of Unnathi Associates conveyed the said Third Property to Promoter by Deed of Conveyance dated 31st March, 2016 on the terms and conditions contained therein. The said Deed of Conveyance is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN12/588/2016.
- vi. By Confirmation Deed dated 18th March, 2019, 1) Sudharkar Pandurang Patil and 2) Mrs. Sunanda Sudhakar Patil and M/s. Unnati Associates confirmed the exclusive rights of the owner i.e. Sai Pushp Enterprises in the said Property. The said Confirmation Deed is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN9/3625/2019.

E. BRIEF HISTORY OF FOURTH PROPERTY:-

- i. One Mr.Ratan Kashinath Kaware& Others possessed and entitled to piece and parcel of land bearing Survey No.22, Hissa No.5, admeasuring 2130 sq. mtrs. situated at Village Vadavali, Taluka and District Thane, more particularly described as Fourth Property in First Schedule hereunder written.
- ii. By Development Agreement dated 7th April, 2000 the said Ratan Kashinath Kavare and others granted development rights of the said Fourth Property to Ashok Sitaram Ghag for consideration and on the terms and conditions therein contained. The said Development Agreement dated 7th April, 2000 is duly registered with the Sub-Registrar of Assurances, Thane at Sr. No.2214/2000.Alongwith the said Agreement the said Ratan Kashinath Kaware also granted Power of Attorney to Ashok Sitaram Ghag to do all acts, deeds and things for developing the said Fourth Property.
- iii. The said Ashok Sitaram Ghag by Development Agreement dated 17th May, 2006 assigned and granted his development rights of the said Fourth Property to Tirupati Developers for consideration and on the terms and conditions therein contained. The said Development Agreement dated 17th May, 2006 could not be registered, therefore, by the Deed of Confirmation dated 19th January, 2007, the Parties therein confirmed the said Development Agreement dated 17th May, 2006. The said Deed of Confirmation is duly registered with the Sub-Registrar of Assurances, Thane at Sr. No.TNN5/576/2007. Alongwith the said Agreement and Confirmation Deed the said Ashok Sitaram Ghag also granted Power of Attorney to M/s. Tirupati Developers to do all acts, deeds and things for developing the said Fourth Property.
- iv. The said Ashok Sitaram Ghag thereafter with consent and confirmation of the Tirupati Developers by Agreement for Sale cum Development dated 8th October, 2014 assigned its development rights to Promoter herein for consideration and on terms and conditions therein contained. The said Agreement for Sale cum Development is duly registered with the Sub-Registrar of Assurances Thane at Sr. No. TNN5/9583/2014. Alongwith the said Agreement for Sale cum Development the said Ashok Sitaram Ghag also granted Power of Attorney to 1) Shri Jagdish Kanayalal Khetwani and 2) Yogesh Govind Puranik, Partners of Promoter, to do all acts, deeds and things for developing the said Fourth Property.
- v. Thereafter by Deed of Conveyance dated 28th March, 2016 the said Ratan Kashinath Kavare conveyed the said Fourth Property to Promoter herein for consideration as therein contained. The said Ashok Sitaram Ghag also joined the said Deed of Conveyance as a Confirming Party and confirmed the conveyance of the said Fourth Property in favour of Promoter herein. The said Deed of Conveyance is duly registered with the

Sub-Registrar of Assurances, Thane at Sr. No.TNN12/719/2016 on 18th April, 2016 and conveyed the said Fourth property to Promoter.

F. BRIEF HISTORY OF FIFTH PROPERTY:-

- i. One Pandurang Patil was in use and occupation of piece and parcel of land bearing Survey No.21, Hissa No.11A, admeasuring 7840 sq. mtrs situated at Village Vadavali, Taluka and District Thane, more particularly described as Fifth Property in the First Schedule hereunder written.
- ii. After demise of Pandurang Patil died intestate leaving behind him his two sons 1) Dattatray Pandurang Patil and 2) Kalya Pandurang Patil and Mainibai Pandurang Patil as his only legal heirs.
- iii. The Dattatraya Pandurang Patil died intestate sometime around 1960 and Mainabai Pandurang Patil died intestate sometime around 1982 leaving behind Ramdas Dattatray Patil (son) and one married daughter Shevantabai Moreshwar Patil as per Hindu Succession Act, 1956 by which they were governed at the time of their death.
- iv. The said Ramdas Dattatraya Patil died intestate on 9th June 1986 leaving behind wife Laxmibai Ramdas Patil, two sons 1) Manish Ramdas Patil and 2) Rajiv Ramdas Patil and two daughters 1) Savita Ramdas Patil and 2) Sunanda Ramdas Patil as per Hindu Succession Act, 1956 by which he was governed at the time of his death.
- v. The Kalya Pandurang Patil died intestate in or about year 1989 leaving behind him, his legal heirs two sons 1) Nandkumar Kalya Patil 2) Valimiki Kalya Patil, 3) Chandrabhaga Ananta Patil (wife of pre deceased son Ananta Kalya Patil), 4) Vinod Harishchandra Patil, 5) Gangabai Harishchandra Patil (son and daughter of predeceased married daughter of Kalya Pandurang Patil namely Jijabai Harishchandra Patil) as per Hindu Succession Act, 1956. The Legal heirs of said Kalya Pandurang Patil is recorded by Mutation Entry No. 284.
- vi. Nandkumar Maruti Patil died intestate on 12/3/1996 leaving behind him, his legal heirs wife Vanita Kalya Patil, one son Yogesh Kalya Patil and three daughters 1) Yogita Kalya Patil, 2) Sarita Kalya Patil and 3) Kavita Kalya Patil as per Hindu Succession Act, 1956 by which he was governed at the time of his death.
- vii. The Said Laxmibai Ramdas Patil and others by Development Agreement dated 6th December 1989, granted development rights of the said Fifth property to Mr Sunil Tukaram Borhade for consideration and on the terms and condition contained therein.
- viii. The said Mr Sunil Tukaram Borhade, was not able to develop the said Fifth property therefore at the request of said Mr Sunil Tukaram Borhade, the said Laxmibai Ramdas Patil and others, by an Agreement for Sale dated 24th August 1993 agreed to sell the said Fifth Property to 1) Mr. Ajay R. Gupta and 2) Jagannath Pandurang Khangate for

consideration and on the terms and condition therein contained and said Mr. Sunil Tukaran Borhade also confirmed the said Agreement for Sale by joining it as the Confirming Party to the said Agreement for Sale. The said Agreement for Sale is duly registered with Sub- Registrar of Assurances at Thane at serial no. 2724/2006 and alongwith the said Agreement for Sale, Laxmibai Ramdas Patil and others also granted Power of Attorney to said 1) Mr. Ajay R. Gupta and 2) Jagannath Pandurang Khangate, to do all acts and deeds for developing the said property as stated in the said Power of Attorney. The said Power of Attorney is also registered, with Sub-Registrar of Assurance Thane at Serial No 92/1993.

- ix. By Agreement for Assignment of Development Rights dated 27th August, 2007 the said Mr. Ajay R. Gupta, assigned his 50% share in the development rights of the said Fifth Property to the Mr. Veerdhaval Sitaram Ghag for consideration and on the terms and condition therein contained. The said Agreement for Assignment of Development Rights is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN1/4721/2007 and along with the aforesaid Agreement, Ajay Ramchandra Gupta also granted Power of Attorney to said Mr. Veerdhaval Sitaram Ghag, to do all acts and deeds for developing the said property as stated in the said Power of Attorney. The said Power of Attorney is also registered, with Sub-Registrar of Assurances Thane at Serial No 721/07.
- x. Jagannath Pandurang Khangate died on 21st September 2008 leaving behind will dated 6th September 2008, under the said Will he bequeathed all his right, title and interest in said Fifth Property in favour of 1) Vivek Jagannath Khangate and 2) Ganesh Jagannath Khangate. The said Will is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. 7713/2008.
- xi. Thereafter the Original land Owners i.e. Laxmibai Ramdas Patil and 27 others, by Deed of Conveyance dated 29th April 2011 conveyed the said Fifth Property to 1) Mr. Ajay Ramchandra Gupta, 2) Vivek Jagannath Khangate and 3) Ganesh Jagannath Khangate by on terms and conditions therein contained. According to said Deed of Conveyance 50% share was conveyed to Mr. Ajay Ramchandra Gupta and remaining 50% share was conveyed, jointly to Vivek Jagannath Khangate and Ganesh Jagannath Khangate being legal heirs of Jagannath Pandurang Khangate. The said Deed of Conveyance was duly registered with Sub-Registrar of Assurance, Thane at Sr. No.TNN5-04218/2011 on 30th April 2011.
- xii. By an Agreement for Sale and Development, dated 8th August, 2014, the said Vivek Jagannath Khangate and Ganesh Jagannath Khangate, assigned their development right, being 50% share in the said Fifth Property to Promoter herein on the terms and condition therein

contained. Since said 50% share was maintained from the fund of Vivek Khangate HUF through its Karta Shri. Vivek Jagannath Khangate and Ganesh J. Khangate HUF, through its Karta Shri. Ganesh Jagannath Khangate, they also joined the said Agreement for Sale and Development as the Confirming Party and confirmed the agreement. The said Agreement for Sale and Development is duly registered with the Sub-Registrar of Assurances Thane at Sr. No. TNN5/10085/2014. Along with the said Agreement for Sale and Development, the said 1) Vivek Jagannath Khangate, 2) Ganesh Jagannath Khangate have also granted Power of Attorney to 1) Jagdish Kanhaiyalal Khetwani, and 2) Naresh Sudama Khetwani, partners of Promoter herein, to do all acts and deed as stated therein. The said Power of Attorney is also duly registered with Sub-Registrar of Assurance, Thane at Serial No.TNN5/9477/2014.

- xiii. By Agreement for Sale and Development, dated 21st October, 2014, the said Ramchandra Gupta therein referred as Owner/Vendor, assigned development rights of his 50% share in the said Fifth Property to Promoter herein on terms and condition therein contained. Veerdhaval Sitaram Ghag joined the said Agreement for Sale and Development as the Confirming Party and confirmed the assignment. The said Agreement for Sale and Development is duly registered with the Sub-Registrar of Assurances Thane at Sr. No. TNN5/10085/2014. Along with the said Agreement for Sale and Development the said Ghag have also granted Power of Attorney to 1) Jagdish Kanhaiyalal Khetwani, and 2) Shailesh Gopal Puranik partners of Promoter hereinto do all acts and deed as stated therein, to develop the said Fifth Property. The said Power of Attorney is also duly registered with Sub-Registrar of Assurance, Thane at Serial No.TNN5/10087/2014.
- xiv. By a Confirmation Deed dated 14th August, 2014, Smt. Laxmibai Ramdas Patil and others have executed Confirmation Deed in favour of Promoter. The Confirmation Deed is registered with the Registrar of Assurances at Thane under Sr.TNN-2/6766/2014 and thereby confirmed ownership and title of the Promoter and sole and exclusive development rights of the Promoter to the Said Fifth Property.
- xv. Similarly family members consisting of Smt. Yogita Devanand Bhoir, Kavita Nandkumar Patil, Sarita Nandkumar Patil, Yogesh Nandkumar Patil, Poonam Nandkumar Patil, Vanita Nandkumar Patil, Chandrabhaga Ananta Patil by Deed of Confirmation dated 27th August 2014, confirming right of Promoter to develop the said Fifth Property and also execution of various Agreements, Power of Attorneys, Kharedikhat with respective parties mentioned in the said various Deeds and Documents. The said Deed of Confirmation is duly registered in the Office of Sub Registrar of Assurances at Thane on 27th August, 2014 at Sr. No. TNN-2-7088/2014.

- xvi. The family consisting of Gangabai Harishchandra alias Baburao Patil, Vinod Harishchandra Patil, Pushpa Sunil Mhatre, Meena Sandeep Patil and Suvarna Rajendra Patil have executed Deed of Confirmation dated 16th September 2014, confirming right of Promoter to develop the said Fifth Property and also execution of various Agreements, Power of Attorneys, Kharedikhat with respective parties mentioned in the said Deed. The said Deed of Confirmation is duly registered in the Office of Sub Registrar of Assurances at Thane on 16th September, 2014 at Sr. No. TNN-2/7565/2014.
- xvii. The Sub-Divisional officer Thane by its order TD/T-6/KU/Sec.63/SR-81/2015 dated 11th September, 2015 granted permission u/s. 63 of Bombay Tenancy and Agricultural Lands Act for sale of the said Fifth Property.
- xviii. Thereafter, by Deed of Conveyance dated 30th September, 2015, the said Mr. Ajay Ramchandra Gupta as owner, and Shri Veerdhawal Sitaram Ghag as the Confirming Party conveyed their 50% share in Fifth Property to Promoter herein for consideration and on terms and conditions therein contained. The said Deed of Conveyance is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN9/6809/2015 on 1st October, 2015.
- xix. Thereafter, by Deed of Conveyance dated 30th September, 2015, the said Vivek Jagannath Khangate and Ganesh Jagannath Khangate conveyed their 50% share in Fifth Property to Promoter herein for consideration and on terms and conditions therein contained. The said Deed of Conveyance is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN9/6810/2015 on 1st October, 2015. Thus Promoter is entitled to said Fifth Property
- xx. By Declaration dated 3rd May, 2016 M/s. Sai Pushp Enterprises through its Partner Mr. Jagdish K. Khetwani, declared that they will construct 12 mtrs access road from 30 mtrs and 40 mtrs wide D.P. Road which passes through the Said Property and others properties. The said Declaration is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN5/5556/2016.

G. BRIEF HISTORY OF SIXTH PROPERTY:-

- i. One Ayeshabibi Sirajuddin Bharmar was entitled to said Sixth Property more particularly described as Property A, B, C and D as Sixth Property in the First Schedule hereunder written
- ii. Aishabibi Sirajuddin Bharmar died on 26th May, 1974 leaving behind his legal heirs (1) Mahammad Ali Sirajuddin Bharmar (Son), (2) Rafiq Mahammad Sirajuddin Bharmar(Son), (3) Mahammad Hanif Sirajuddin Bharmar(Son) and (4) Najir Mahammad Sirajuddin Bharmar as per the principle of succession applicable to the deceased.

- iii. The said Mohammad Ali Sirajuddin and others by Deed of Conveyance dated 20th July, 1974 conveyed and transferred the said Sixth Property to Janardhan Atamaram Patil for consideration, therein contained. The said Deed of Conveyance is duly registered with the Sub-Registrar of Assurances, Thane at Serial No.490/1974. Accordingly the mutation entry of the said Deed of Conveyance had recorded in the Revenue Record by the Mutation Entry No.772 dated 12th August, 1974.
 - iv. The said Janardhan Atamaram Patil by the Development Agreement dated 10th July, 2006 granted the Development Rights of the Said Sixth Property to Haware Engineer and Builders Pvt. Ltd. for consideration and on the terms and conditions therein contained. The said Development Agreement is duly registered with the Sub-Registrar of Assurances, Thane at Serial No.5283/2006. The Mutation Entry No.680 dated 26/10/2006 recorded in the Revenue Record. Alongwith the Development Agreement Janardhan Aatmaram Patil also granted Power of Attorney to Shri. Sanjay Haware and Shri. Praveen Haware, to do all acts and deed as stated therein to develop the said Property. The said Power of Attorney is also duly registered with Sub-Registrar of Assurances, Thane at Serial No.446/2006.
 - v. By order dated 24th January 2007 bearing No ULC/TA/ATP/WSHS-20/SR/730, Additional Collector and Competent Authority, Thane Urban and Agglomeration granted exemption u/s 20 of ULC Act, to said Janardhan Atmaram Patil and others, to hold Sixth Property on terms and condition stated therein
 - vi. The said Haware Engineer and Builders Pvt. Ltd. and Janardan Aatmaram Patil and others by Agreement for Sale and Development dated 16th September, 2014 assigned its Development Rights to Promoter for the consideration and on the terms and conditions contained therein. The said Agreement for Sale and Development is duly registered with the Sub-Registrar of Assurance, Thane at Serial No.TNN5/8999/2014. Thus the Promoter herein has acquired the development rights of the sixth Property subject to the said ULC Order dated 24th January, 2007. Alongwith the Agreement for Sale and Development Haware Engineers and Builders Private Limited and Janardan Aatmaram Patil and others also granted Power of Attorney to 1) Jagdish Kanhaiyalal Khetwani and 2) Naresh Sudama Khetwani, partners of Promoter herein to do all acts and deed as stated there into develop the said Property. The said Power of Attorney is also duly registered with Sub-Registrar of Assurances, Thane at Serial No.TNN5/9005/2014.
- H. By Agreement for Right of Way dated 19th November, 2015 executed between Promoter and Annapurnalife Spaces LLP, granted Right of way from their respective properties to other adjacent Properties to each other. The said Agreement for Right of Way is duly registered with the Sub-Registrar of Assurances, Thane vide Sr. No. TNN9/8032/2015.

- I. Pursuant to application to the State Environment Impact Assessment Authority(**SEIAA**), (MAHARASHTRA), the SEIAA by its letter dated 11/10/2023, granted Environmental Clearance (**EC**) to the proposed Project Activity on the said property, under the provision of EIA Notification 2006. The Environmental Clearance is granted to construct the building having 117 meter height, which covers up to 35 Floors, since, NOC from the Civil Aviation Department was not obtained by the Promoter. The Promoter subsequently applied to the Airport Authority of India(**AAI**) and AAI has granted permission to construct up to 366.04 Meter. The Promoter, on obtaining the NOC from AAI, has applied for Environmental Clearance to construct up to 50 floor and is awaiting the Environmental Clearance.
- J. Thus, the promoter is entitled to develop the said property as the promoter may desire. The Promoter is developing a Real Estate Project of residential cum commercial complex on the said Property known as Tokyo Bay, in phased manner. As a part of development, Promoter made an application to Thane Municipal Corporation (herein after referred as **TMC**) to develop said First and Second Property aggregating to 6820 sq.mtr (herein after First and Second Property are collectively referred as **Tokyo Bay 1 Property**). Pursuant to said application TMC, vide VP. No. 2003/188 TMC/TD-15 dated 30th April 2015 granted permission to construct a building consisting of two wings, Wing A consisting of Ground/lower stilt plus upper stilt plus fifteen floors and Wing B consisting of lower stilt plus upper stilt plus five floor. The said plan was thereafter revised and TMC by its VP No. 2003/188(SO6/0235/16) TMC/TDD-1802/16 dated 10th May 2016 has granted permission and commencement certificate to construct Wing A consisting of ground plus lower ground one plus lower ground two plus upper stilt plus fourteen floor and Wing B consisting of ground plus lower ground one plus lower ground two plus upper stilt plus four floor. The said plan was further revised and TMC by its VP No. 2003/188(SO6/0235/16) TMC/TDD-2538/18 dated 12th March 2018 has granted permission and commencement certificate to construct Wing A consisting of ground plus lower ground one plus lower ground two plus upper stilt plus One to Sixteen (16) floor and Wing B consisting of ground plus lower ground one plus lower ground two plus upper stilt plus one to Fourteen (14) floor and Fitness Center on Part Upper Stilt floor of Wing A,
- K. DP Road passes through the 'Tokyo Bay 1 property' and the Promoter is entitled to FSI of the area under DP Road as per Government of Maharashtra Notification dated 29.01.2016 issued u/s 37(1KK) of Maharashtra Regional and Town Planning Act, 1966(hereinafter referred as **MRTP Act**). Due to said notification, the Promoter is entitled to additional FSI for loading on the said 'Tokyo Bay 1 property'.
- L. To develop the second phase, Promoter made an application to TMC to develop Third to Sixth Property (hereinafter Third to Sixth Property are collectively referred as **Tokyo Bay 2 Property**). Pursuant to said application

TMC by its letter dated 17th March, 2016 bearing VP No.S06/0230/16 (2001/05)/TMC/TDD/1725/16 has given sanction to construct four buildings being (1) Building No.1 consisting Lower Ground Floor -1 plus Lower Ground Floor-2 plus stilt plus 2 floors, (2) Building No.2 consisting of Lower Ground Floor-1 plus Lower Ground Floor-2 plus stilt plus 1 to 26 floors, (3) Building No.3 consisting of Lower Ground Floor-1 plus Lower Ground Floor-2 plus stilt plus 1 to 26 floors and(4) Building No.4 consisting of Lower Ground Floor-1 plus Lower Ground Floor-2 plus stilt plus 1 floor. The TMC, thereafter, by V.P.NO.S06/0030/16(2001/05)TMC/TDD/1811/16 dated 19th May 2016 has issued Commencement Certificate to commence the construction of the said Tokyo Bay 2 Property. The said plan was further revised and TMC by its VP No. 2003/188(SO6/0235/16) TMC/TDD-2538/18 dated 12th March 2018 has granted permission and commencement certificate to construct Building No. 1 and 4 consisting of Lower Ground 1 plus Lower Ground 2 plus stilt plus 1 floor, and Building No. 2 and 3 consisting of Lower Ground 1 plus Lower Ground 2 plus stilt plus 1 to 26 floor and Fitness Center on Part Lower Ground (Basement) of Building No. 2 and 3.

M. Out of the said 'Tokyo Bay 2 property' part of the property admeasuring approximately 1625.24 sq. mtrs (herein after referred as "**Not in Possession Property**") is not in possession of the Promoter. The Promoter is negotiating with the occupant to acquire the possession of said 'Not in Possession Property' and will acquire the said Not in Possession Property and further amend the said plan to utilize FSI of not in possession property.

N. As per notification dated 8th November, 2013 issued under section 37 (1) (AA) of MRTP Act, Promoter has reserved some of the Apartments in Tokyo Bay 2 property for the economically weaker section. After construction of those Apartments, Promoter will hand over the same to MHADA for allotment to the economically weaker section.

O. To consume the entire development potential of said Tokyo Bay 1 and Tokyo Bay 2 Property, the promoter has amalgamated the Tokyo Bay 1 and Tokyo Bay 2 property(Tokyo Bay 1 Property and Tokyo Bay 2 Property are herein after collectively referred as **Said Property**) and submitted a revised Plan to TMC. The TMC by its VP. No. 2003/188(SO6/0235/16) TMC/TDD-2919/18 dated 20th December, 2018 has granted permission and commencement certificate to construct Building No. 1 Wing A consisting of Lower ground one (part) plus Lower Ground 2 (part) plus Upper Stilt Plus One to Sixteen (16) floor and Building No. 1 Wing B consisting of Lower ground one (part) plus Lower Ground 2 (part) plus Upper Stilt Plus One to Sixteen (16) floor and Building No. 1 and 4 consisting of Lower Ground 1 plus Lower Ground 2 plus stilt plus 1 floor, and Building No. 2 and 3 consisting of Lower Ground 1 plus Lower Ground 2 plus stilt plus 1 to 26 floor and Fitness Center on Part Upper Stilt floor of Wing A, Fitness Center on Ground/Stilt of Building No. 2 and 3. Pursuant to further application to TMC, TMC has

revised the plan by way of Amended Permission/Commencement Certificate issued vide No. S06/0235/16 (2003/188) TMC/TDD/4220/22 dated 12/10/2022(**2022 Permission**) for Building No. B-2 – Lower Ground 1 + Lower Ground 2 + Ground/Stilt+ 1st to 35th Floor and Building No. B-3 – Lower Ground 1 + Lower Ground 2 + Ground/Stilt+ 1st to 31st Floor + 32 (Part) to 35 (Part) Floors. The 2022 permission is further revised by Amended Permission/Commencement Certificate issued by TMC vide letter bearing reference No. S06/0235/16 (2003/188) TMCB/TDD/0094/(P/C)2024/ AutoDCR dated 26/02/2024(**2024 Permission**) for Building No. B-1 – Lower Ground 1 + Lower Ground 2 + Ground/Stilt+ 1st Floor and Building No. B-3 – 32nd upper floor to 35th Upper Floor and Building No. B-4 : Lower Ground 1 + Lower Ground 2 + Ground/Stilt+ 1st Floor. Even after the sanction of the plan by 2024 Permission, entire development potential of the said property is not consumed, the Promoter will amend the plan for increasing the floors of Building No.B1 from existing 1st floor to 50th floors, and of Building No. B4 from existing 1st floor to 50th floors. At present Promoter will in the first stage obtain permission from TMC to construct upto 35 Floor and after obtaining Environmental Clearance, will future revise the plan to construct upto 50th Floor. The Promoter is laying the foundation of the said buildings to withstand the number of floors that the Promoter intends to construct. The copy of Sanction dated 26th February, 2024 and Copy of Commencement Certificate dated 20th December, 2018, 12th October, 2022 and 26th February, 2024 are annexed hereto as **ANNEXURE-“C” & “D” respectively.**

P. Under Real Estate(Development and Regulation) Act 2016 (herein after referred as **RERA**), all real Estate Projects are required to be registered with the Real Estate Regulatory Authority(herein after referred as **Authority**). If a project is developed in phases, each phase is considered as a standalone project and requires separate registration. Since Promoter is developing said property in phases, it will be registered as a separate project. The phases of the projects on the said property along with the present status of the project viz sanction, proposed amendment, phase etc are as under:-

Sr. No	Phase	Building	Present Sanction	Proposed amendment
1	Phase 1	Building No. 1 Wing A	Lower ground one (part) plus Lower Ground 2 (part) plus Upper Stilt Plus One to Sixteen (16) floor and	Completed & Possession given
2	Phase 1	Building No. 1 Wing B	Lower ground one (part) plus Lower Ground 2 (part) plus Upper Stilt Plus One to Sixteen (16) floor	Completed & Possession given.
3	Phase 2B	Building No. B1 (Earlier No.1)	Lower Ground 1 plus Lower Ground 2 plus stilt plus 1 floor,	From existing 1 st floor to 50 th floors

4	Phase 2A	Building No.B2 (Earlier Building No.2)	Lower Ground 1 + Lower Ground 2 + Ground/Stilt+ 1st to 35th Floor	Completed & OC received
5	Phase 2A	Building No.B3 (Earlier Building No.3)	Lower Ground 1 + Lower Ground 2 + Ground/Stilt+ 1st to 35 Floors	Completed & OC Received
6	Phase 2C	Building No.B4 (Building No.4)	Lower Ground 1 plus Lower Ground 2 plus stilt plus 1 floor,	From existing 1 st floor to 50 th floors
7	Fitness Centre	Building No. 1 Wing A	On Part Upper Stilt	Completed & OC received
8	Fitness Centre	Building No. 2 and 3	Ground/Stilt)	Completed & OC received

The location of the buildings within the layout and all other amenities are shown in the **Annexure A**.

Q. Thus Allottee is put to specific notice and fully aware of the Promoters desire to construct additional floor and/or additional building in the said layout, on the said property and plans sanctioned on 26th February 2024 is not final and it will be further amended to consume development potential of the said property in the manner as stated hereinabove.

R. Disclosure of future development

Thus, Promoter has represented to the Allottee, entire scheme of development of said property, the Allottee is aware that the plan sanctioned on 26th February, 2024 is not final and Promoter will further revise the said plan to develop the said Property in the manner as stated herein above. The Allottee, thus hereby after being aware of whole scheme of development of the said property and after being aware has agreed to purchase the said Apartment, will not object Promoter developing the said property as disclosed herein, this disclosure herein should be considered as disclosure under section 7 of **The Maharashtra Ownership Apartments (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 (MOFA)** and section 14 of **The Real Estate (Regulation And Development) Act, 2016 (RERA)** and Promoter has absolute authority and right to revise the plan to develop the said property as disclosed hereinabove. The Allottee or anyone through him will not, in any manner, cause any obstruction to the Promoter to develop the said Property as per the said scheme disclosed herein and do construction after receiving approval of the revised plans from TMC or any other authority.

S. PROJECT

The Promoter already registered the Project Tokyo Bay 2A, consisting of a building with two buildings, Building B2(earlier Building No. 2) and Building No.B3 (earlier Building No. 3) as a real estate project with the

Real Estate Regulatory Authority (**Authority**) having Maharera Registration No. **P5170000520**.

Since under RERA, each project is a standalone project, and it is mandatory to register each phase as a separate Real Estate Project. The Promoter now proposes to construct develop, and sale, Apartments in Building No.B1(Earlier Building No.1), as required under RERA, made an application for registration of Tokyo Bay 2B. At present, as per the 2025 Sanction, TMC has approved construction up to 1st Floor and the Promoter will further revise the plan to construct up to 50th Floor. The Promoter applied to the Real Estate Regulatory Authority (**Authority**) to register the said Building No.B1, as **Tokyo Bay 2B** under section 4 of RERA and Rules made thereunder. Pursuant to the said application Authority on _____ registered the said project and granted MahaRERA Registration No. _____, available at website : <http://maharera.mahaonline.gov.in>. The copy of the said MahaRERA Registration Certificate is attached hereto as "**Annexure E**".

T. For the purpose of registration under RERA, said Tokyo Bay 2A and Tokyo Bay 2B are separate projects, but for municipal approval entire Tokyo Bay Project being developed on the said property is one project. All calculations of FSI, requirement of amenities, club house, recreation garden etc, the area of said property is taken into consideration and not any particular part of the said property where buildings referred in this project is being constructed. None of the occupiers of any buildings in the said property, will claim any exclusive right to use any of the amenities within the said complex known as Tokyo Bay, even if it is part of this project for registration under RERA.

U. The Promoter herein have entered into a standard agreement with their Architect M/s. VASTUSHILPA ASSOCIATES and M/s Archetype Consultants (I) Pvt Ltd ("**SAID ARCHITECT**") who are duly registered with the Council of Architects, for Architectural work concerning Development of the Said Property including preparation of the amalgamation and layout and construction plans of the various buildings and further has entered into standard agreement with Structural Engineer M/s. EPICON Consultants Private Limited ("**SAID STRUCTURAL ENGINEER**") for preparation of structural designs and have accepted the professional supervision of Said Architect and Said Structural Engineer till the completion of the said project; subject to the reservation of rights and authority by the Promoter herein to change in the sole opinion of the Promoter, the Said Architect and/or Said Structural Engineer, as the case may be, and to appoint new Architect or Structural Engineer for completion of the project.

V. The said property was mortgaged to GDA TRUSTEESHIP LIMITED for securing Senior Secured Redeemable Non-Convertible Debentures issued by Puranik Builders Ltd, one of the Partners of the Promoter by Debenture Trust Deed dated 14th November, 2014 and 4th December,

2015 respectively. The Company has paid all amount due as per the terms of issue of said Debenture to the Debenture Holder and have redeemed the said Debentures and Debenture Holder have issued no due certificate to the Puranik Builders Ltd, on 12th August, 2016 and have granted no objection to release the security. The Catalyst trusteeship limited (formerly known as GDA Trusteeship LIMITED) reconveyed and released the said property alongwith other property free from mortgage by two separate Deed of Reconveyance dated 20th August, 2016. The said Deed of Reconveyance is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN9/7953/2016 and TNN9/7952/2016 respectively.

- W. Thereafter, Puranik Builders Ltd, Annapurna Lifespaces LLP, Sai Shraddha Enterprises and Promoter have jointly obtained project loan for the development of Said Property alongwith other properties from PNB Housing Finance Limited. To secure the said loan said Puranik Builders Ltd, Annapurna Lifespaces LLP, Promoter and Sai Shraddha Enterprises by Deed of Mortgage dated 30th July, 2016 mortgaged the said Property alongwith other properties. The said Deed of Mortgage is duly registered with the Sub-Registrar of Assurance, Thane 9 at Sr. No. 7455/2016.
- X. By Supplementary Mortgage cum Loan Agreement dated 6th November, 2017 Puranik Builders Limited, Annapurna Lifespaces LLP, Sai Shraddha Developer and Sai Pushp Enterprises further mortgaged properties in that Project of Tokyo Bay in which said Property is also mortgaged alongwith other properties as stated in the Supplementary Mortgage cum Loan Agreement. To secure the mortgage debt of Rs. 280,00,00,000/- (Rupees Two Hundred And Eighty Crores Only) granted under Mortgage cum Loan Agreement dated 30/7/2016, registered at Sub-Registrar of Assurances Thane vide Sr. No. TNN9/7455/2016. The said Supplementary Mortgage cum Loan Agreement dated 6th November, 2017 is duly registered with the Sub-Registrar of Assurance, Thane 9 at Sr. No. 7569/2017.
- Y. Puranik Builders Ltd has repaid the amounts secured by mortgage and PNBHFL has by letter dated January 9, 2019 have issued No Due Certificate to Puranik Builders Ltd and have also released guarantee given by the Guarantors. Thus the said property along with the other properties had become free from any encumbrance or charge of PNBHFL.
- Z. Annapurna Lifespaces LLP along with Puranik Builders Limited (PBL), Sai Pushp Enterprises and other persons as stated in the Mortgage Deed dated November 22, 2018 (Mortgage Deed) have mortgaged the said property along with other properties to Catalyst Trusteeship Ltd. (Formerly known as GDA Trusteeship Ltd.) the Trustee to secure proposed loan by the Indostar Capital Finance Limited (Indostar). The said Mortgage Deed is duly registered before the Sub-Registrar of Assurance, Thane at Sr. No. TNN-5/16159/2018.

- AA. The PNBHFL reconveyed and released the said property alongwith other property free from mortgage by Deed of Reconveyance dated March 1, 2019, which is duly registered with the Sub-Registrar of Assurances Thane vide sr. No, TNN9/2768/2019.
- BB. The Promoter acquired further share/entitlement of Land Owner in some of the properties under varies Conveyance Deed and Deed of Confirmation, the said share/entitlement acquired by the Promoter was further mortgaged to Catalyst to secure the said finance facility of Indostar by Supplementary Mortgage Deed dated March, 18, 2019 (Supplementary Mortgage Deed). The Supplementary Mortgage Deed is registered with the Sub-Registrar of Assurance Thane at Sr. No. TNN-9/3631/2019, Promoter have further mortgaged the said property along with the other properties.
- CC. The Promoter along with Puranik Builders Limited has recorded a second ranking charge over the properties mortgaged originally in favour of Catalyst Trusteeship Limited (now replaced by Beacon Trusteeship Limited) under the Mortgage Deed and First Supplementary Mortgage Deed to secure the financing facilities availed from Indostar by the Second Supplementary Mortgage Deed dated February 13, 2023 registered with Sub-Registrar of Assurance Thane at Sr. No. TNN9/2592/2023 (**Second Supplementary Mortgage Deed**).
- DD. The Promoter along with Puranik Builders Limited, Puranik Rumah Bali Private Limited and other persons as stated in the Debenture Trust cum Mortgage Deed dated January 27, 2023 registered with the Sub-Registrar of Assurance Thane at Sr. No. TNN-9/2598/2023 (Debenture Trust Deed) have created a first ranking charge by way of mortgage on the said property along with other properties in favour Beacon Trusteeship Limited, to secure the issuance of senior, secured, redeemable non-convertible debentures by Puranik Rumah Bali Private Limited.
- EE. Pursuant to the Debenture purchase Deed dated August 21, 2023 entered into by and between Real Estate Opportunities Fund - 1 managed by Dalmia Nisus Finance Investment Managers LLP and Nisus Finance and Investment Managers LLP ("Sellers"), IndoStar Capital Finance Limited ("Purchaser") and IndoStar Capital Finance Limited (Debenture Trustee), the Sellers sold the Nisus Debentures to the Purchaser.
- FF. In order to record consequential changes to the debenture trust cum mortgage deed dated January 27, 2023 on account of the aforesaid Debenture purchase Deed dated August 21, 2023 a Supplementary Deed to the Debenture Trust Cum Mortgage Deed was entered into between Puranik Builders Limited, Puranik Rumah Bali Private Limited the promoter herein and other persons as mentioned therein. The said Supplementary Deed to the Debenture Trust Cum Mortgage Deed has been duly registered with the sub-Registrar of Assurance Thane at Sr. No. TNN-9/15416/2023.
- GG. By Deed of Assignment dated August 25, 2023 (Assignment Agreement") Indostar Capital Finance Limited assigned all their financial assets in

respect of Promoter together with underlying security interest, guarantees, benefits, all rights title and interest thereto to the Phoenix Arc Pvt. Ltd.

HH. The Promoter along with Puranik Builders Limited has recorded a second ranking charge over the properties as mentioned therein in favour of Beacon Trusteeship Limited (Security trustee) to secure the financing facilities availed from Indostar Capital Finance Limited and the said deed is duly registered with Sub-Registrar of Assurance Thane at Sr. No. TNN9/15418/2023.

II. By Deed of Simple Mortgage dated 16/12/2024, Puranik Rumah Bali Pvt. Ltd alongwith Puranik Tokyo Bay Pvt. Ltd. and Annapurna Lifespaces LLP mortgaged the Said Property alongwith other properties to Phoenix Arc Pvt. Ltd. (as the mortgagee therein) and Beacon Trusteeship Ltd. (as trustee therein) for securing finance to the extent of Rs. 100,00,00,000/-. The said Deed of Simple Mortgage is duly registered with Sub Registrar of Assurance vide Sr. No. TNN-9/25000/2024.

JJ. The Allottee have demanded from the Promoter and the Promoter has given inspection to the Allottee of the documents of title, Title Certificate of Advocate Mr. Sachin Katkar dated 27th June, 2017, Revenue Record (7/12 Extracts and mutation entries), building plans and specifications approved by the TMC and all the other documents relating to the Said Property as are specified under the RERA and Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the MOFA") and the rules made thereunder, which is hereby acknowledged and confirmed by the Allottee. Copies of the title certificate of Advocate dated 27th June, 2017, 7/12 extracts (colly) are hereto marked and annexed as "**Annexure F**" and "**Annexure G**" respectively;

KK. Promoter completed the construction of the Building B2 and B3 as per the plans sanctioned by TMC, and TMC vide Approval No. TMCB/PO/2025/APL/00147 having Building Proposal Number 269107 alongwith Proposal Code TMCB-24-ENTRY-55461 on 10th February, 2025 granted Occupancy Certificate for the Building B2 (earlier known as Building No. 2) consisting of Lower Ground 1 + Lower Ground 2 + Ground/Stilt + 1st floor to upper 19th Floor and for Building No. B3 (earlier known as Building No. 3) consisting of Lower Ground 1 + Lower Ground 2 + Ground/Stilt + 1st floor to upper 26th Floor and thereafter TMC vide Approval No. TMCB/PO/2025/APL/00157 having Building Proposal Number 269107 alongwith Proposal Code TMCB-24-ENTRY-55461 on 28th March, 2025 granted Occupancy Certificate for the Building B2 (earlier known as Building No. 2) consisting of from 20th Floor to 35th Floor and for Building No. B3 (earlier known as Building No. 3) from upper 27th Floor to 35th Floor. The copy of Occupancy Certificate dated 10th February, 2025 and 28th March, 2025 is annexed hereto as "**Annexure H**".

LL. Allottee is aware of whole scheme of development of the said Property and after being aware of the whole scheme of development, the Allottee made an application to Promoter to purchase and acquire Apartment No. _____

on _____ floor (consisting of Living Room, Kitchen, ___ Bed Room) admeasuring _____sq. mtr. carpet area, alongwith appurtenant area of _____ sq.mtr enclosed Balcony , _____ sq.mtr deck/balcony, (hereinafter referred to as "the said Apartment") in the Building No. B1 known as "**Mirai**" (hereinafter referred to as "the said building") being constructed on the said property and more particularly stated in the Second Schedule hereunder written alongwith one covered parking spaces bearing Nos _____ situated at Basement/stilt/podium/ or stacked/mechanised Car Parking Space(herein after referred as Car Parking Space). The typical floor plan of said Apartment is annexed and marked as **Annexure "I"**. On representation of Allottee in said application, Promoter has agreed to sell the said Apartment for lump sum consideration of Rs. _____/- (Rupees _____

_____ only) and Car Parking Space for Rs. _____/- (Rupees _____

_____ Only), the aggregate cost of the said Apartment and Car Parking Space is Rs _____/- (Rupees _____

_____ only) on the terms, conditions, covenants, stipulations and provisions hereinafter contained appearing. In addition to said amount the Allottee has also agreed to pay stamp duty, registration charges, development charges, general charges, society formation charges etc plus State/Central Goods and Service Tax 2017(**GST**) and any other statutory charges/tax.

MM. On or before the execution of these presents, the Allottee has paid to the Promoter sum of Rs. _____/- (Rupees _____

_____ only) (the payment and receipt where of the Promoter hereby admits and acknowledges) being part of earnest money for purchase of the said Apartment and the Allottee has agreed and undertaken to pay to the Promoter the balance amount of the agreed consideration in the manner hereinafter mentioned.

NN. The Promoter was originally constituted and registered as Partnership Firm under the provisions of Partnership Act 1932 in the name and style as "Sai Pushp Enterprises". Pursuant to the application under the provisions of Companies Act 2013, the Registrar of Companies have granted certificate of registration to the Promoter firm as Private Limited Company by the name and style of "Puranik Tokyo Bay Private Limited". The certificate of Incorporation is attached hereto and marked as Annexure J.

OO. Under Section 4 of Apartment MOFA and Sec 13 of RERA the Promoter is required to execute a written agreement for Sale of the said Apartment, to the Allottee, being in fact these presents and also register the said agreement under the Registration Act, 1908.

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

1. DEFINITIONS AND INTERPRETATION

A. INTERPRETATION:-

- i. The terms referred to in this Agreement, unless defined otherwise, or unless inconsistent with the context or meaning thereof, shall bear the same meaning as ascribed to them in common parlance or as defined under the relevant Statute/ Legislation.
- ii. All references in this Agreement to any statutory provision(s) shall be construed as meaning and including references to:
- iii. Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
- iv. All Annexure, Schedule and documents referred in this Agreement and recital referred herein above shall form an integral part of this Agreement and in the interpretation of this Agreement shall be read and constructed in its entirety.
- v. References to any document (including the Agreement) are references to that document as amended, consolidated, supplemented, novated or replaced from time to time.
- vi. The terms expressed in Singular are all words importing the singular terms which shall include, where the context admits or requires, plural terms and vice versa;
- vii. The terms importing the masculine gender also include the feminine gender and vice versa unless the context otherwise requires;
- viii. The terms “include” and “including” shall mean, “include without limitation”.
- ix. The term *Month* shall mean Gregorian Calendar Month;
- x. The term *Parties* shall mean the Promoter and Allottee collectively;
- xi. The terms *Person/ Persons* shall include corporation and firm as well as individuals; as more particularly stated in Section 2 (zg) of RERA.

B. DEFINITION:-

- i. **APEX BODY:-** The term Apex Body shall means any body formed of all Organisation of the buildings in the said property, which will manage all the common amenities and infrastructure in the said property.
- ii. **BANK:-** The term Bank means any Company incorporated under the Companies Act, 1956 or Companies Act, 2013 or State Bank of India Act or Societies Act or any other provision of law and authorized to do business of banking as defined under the Banking Regulation Act by

the Reserve Bank of India Act and includes Financial Institution as defined under the Reserve Bank of India Act.

- iii. **BUILDING**:- The building means Building No.B1(Earlier Building No.1), proposed to be constructed on the project land, as per the commencement certificate issued by TMC by letter bearing reference No. S06/0235/16 (2003/188) TMCB/TDD/0094/(P/C)2024/AutoDCR dated 26/02/2024(2024 Permission). At present, TMC has sanctioned Lower Ground 1 + Lower Ground 2 + Ground/Stilt+ 1st Floor. The Promoter will further revise the plan, in the first stage obtain permission upto 35 Floor and after obtaining further Environmental Clearance, will future revise the plan to construct up to 50th Floor.
- iv. **CARPET AREA**:- The term Carpet Area means the net usable floor area of an Apartment excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment.
- Explanation.*— For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee;
- v. **COMMON AMENITIES**:- The term Common Amenities means all amenities provided in the said Tokyo Bay project
- vi. **COMPLEX**:- The term Complex mean cluster of buildings consisting residential and commercial buildings being constructed on the said property by name Tokyo Bay.
- vii. **CONVEY**:- The term convey means to transfer the said building or said property as the case may be, by executing Conveyance in favour of Organisation or Apex Body/Federation.
- viii. **CONVEYANCE**:- The term Conveyance mean transfer of right title and interest in the Building or Said Property to the Organisation or the Apex Body/Federation as the case may be, by executing instrument of Transfer viz Deed of Conveyance or Lease Deed or Transfer Deed etc on the terms and condition as stated in the said instrument of transfer and registering the same as required under Registration Act, 1908.
- ix. **COVERED PARKING SPACE**:- The term "Covered parking space" means an enclosed or covered area as approved by the Competent Authority as per the applicable Development Control Regulations for parking of vehicles of the Allottee which may be in basements and/or

stilt and/or podium and/or space provided by mechanised parking arrangements but shall not include a garage and/or open parking

- x. **DESIGNATED ACCOUNT:-** The term Designated Account means account in which 70% of the amount realized from the Allottee will be deposited, to cover the cost of construction and Land as required u/s 4 (2) (l) (D) of RERA,
- xi. **EARNEST MONEY:-** The term Earnest Money means 10% of the total consideration of the Apartment, which Promoter is entitled to forfeit on termination of Agreement due to breach of terms and conditions of this Agreement.
- xii. **FACILITY MANAGEMENT SERVICES:-** The term Facility Management Service [FMS] means services like housekeeping, maintenance of the Buildings, plumbing, electricity, security and of any other general nature for maintaining the said complex and all buildings within the Complex and facility viz. , gardens, common area, common amenities etc.,
- xiii. **FIXTURES AND FITTINGS :-** The term Fixtures and Fittings as referred in this Agreement means subject to it being provided in the Apartment as per the terms of this Agreement all the fixtures namely Electric Sockets, Switches of Light, Fans, Air Conditioners Fixtures, Security Alarm Systems, Television Aerials and Satellite Dishes, Fire Alarm, Plumbing Installations, Fixed Furniture, Kitchen Units, Built in Wardrobes, Cupboards or Shelf Units. And all the Fittings namely Carpets, Curtains and Curtain rails, Paintings or Mirrors, Ovens, Refrigerators, Washing Machines and Dryers, Beds/Sofas and other free standing Furniture, Lamps and Lampshades and will also include equipment and machines for the building namely Lift, Sewerage Treatment Plant (STP), Organic Waste Converter (OWC), Water Electric Pumps, Stack Parking System, Generator or any other machineries. The above referred Fixtures /Fittings/Equipment/Machinery are just indications but include any other items of similar nature.
- xiv. **HOUSING LOAN:** - Housing Loan means any loan taken by the Allottee to acquire and purchase the said Apartment from any Bank and/or Financial Institutions by mortgaging or creating charge over the said Apartment.
- xv. **INFRASTRUCTURE:-** The term infrastructure means all infrastructures viz Road, streetlights, sewage water treatment Plant or any other similar facilities within the said Tokyo Bay.
- xvi. **INTEREST PAYABLE:-** The term interest payable under the Rule means interest at the rate of State Bank of India highest Marginal cost of lending rate plus 2% p.a

- xvii. **INTERNAL STREET:-** The term Internal Street means and includes street laid within the layout of the said property for movement of the vehicle within the said property.
- xviii. **ORGANIZATION:-** The term Organisation means and includes Society registered under Maharashtra Co-operative Society Act or Company Registered under Companies Act 2013 or Condominium formed under Apartment Ownership Act.
- xix. **PLANNING AUTHORITY/ LOCAL AUTHORITY :-**The terms *Planning Authority* and *Local Authority* shall mean and include the Planning Authority and Local Authority for the time being under Maharashtra Provisional Municipal Corporation Act, 1949 and Maharashtra Regional and Town Planning Act, 1966;
- xx. **SAID PROPERTY:-**The term said Property means piece and parcel of properties bearing 1) Survey No. 20 Hissa No.1 admeasuring 2740 sq. mtr (therein after referred **First Property**),, 2) Survey No. 20 Hissa No.2B admeasuring 4080 sq. mtr, (therein after referred **Second Property** 3) Survey No. 21 Hissa No. 9 admeasuring 3240 sq. mtr (therein after referred **Third Property**), 4) Survey No. 22 Hissa No.5 admeasuring 2130 sq. mtr (therein after referred **Fourth Property**), 5) Survey No. 21 Hissa No. 11A admeasuring 7840 sq. mtrs (therein after referred **Fifth Property**), 6) Survey No. 22 Hissa No.1 admeasuring 1550 sq. mtr, 7) Survey No. 23 Hissa No.4 admeasuring 660 sq. mtr 8) Survey No. 23 Hissa No.3/1 admeasuring 1320 sq. mtr and 9) Survey No. 23 Hissa No.2/1 admeasuring 1060 sq.mtr (said Survey No. 22 Hissa No.1, Survey No. 23 Hissa No.4 Survey No. 23 Hissa No.3/1 and Survey No. 23 Hissa No.2/1 are therein after collectively referred as Sixth Property) aggregating to 24620 sq.mtr all situated at Village Vadavali, Taluka and District Thane as more particularly described in the First Schedule hereunder written
- xxi. **PROJECT LAND :-** The Part of the said property admeasuring 604.10 sq.mtr and more particularly described in the First Schedule hereunder written, on which said building will be constructed, which will be conveyed to the Society formed by the allottees of the Apartment in the said Building.
- xxii. **STRUCTURAL DEFECT:-**The Structural Defect means defect in a major element of a building that is attributable to defective design, defective or faulty workmanship, defective materials or any combination of these.

2. Promoter shall construct complex of buildings/s known as “**TOKYO BAY**” consisting of buildings on said property as stated herein above, in accordance with the plans, designs, specifications approved by the Thane Municipal Corporation (TMC). As a part of the said development pursuant to application by the Promoter, TMC under VP. No. 2003/188 TMC/TDD-15 dated 30th April 2015 further amended by VP. No. 2003/188 TMC/TDD-1806/16 dated 10th May 2016 and the said plan was further revised and

TMC by its VP No. 2003/188(SO6/0235/16) TMC/TDD-2538/18 dated 12th March 2018 has granted permission and commencement certificate to construct Wing A consisting of ground plus lower ground one plus lower ground two plus upper stilt plus One to Sixteen (16) floor and Wing B consisting of ground plus lower ground one plus lower ground two plus upper stilt plus one to Fourteen (14) floor and Fitness Center on Part Upper Stilt floor of Wing A, and further revised and TMC by its VP. No. 2003/188(SO6/0235/16) TMC/TDD-2919/18 dated 20th December, 2018 has granted permission and commencement certificate to construct Building No. 1 and 4 consisting of Lower Ground 1 plus Lower Ground 2 plus stilt plus 1 floor, and Building No. 2 and 3 consisting of Lower Ground 1 plus Lower Ground 2 plus stilt plus 1 to 26 floor and Fitness Center on Part Lower Ground (Basement) of Building No. 2 and 3, and further revised Amended Permission/Commencement Certificate by TMC its vide No. S06/0235/16 (2003/188) TMC/TDD/4220/22 dated 12th October, 2022 for Building No. B-2 – Lower Ground 1 + Lower Ground 2 + Ground/Stilt+ 1st to 35th Floor and Building No. B-3 – Lower Ground 1 + Lower Ground 2 + Ground/Stilt+ 1st to 31st Floor + 32 (Part) to 35 (Part) Floors and further revised Amended Permission/Commencement Certificate by TMC its vide No. S06/0235/16 (2003/188) TMC/TDD/0094/(P/C)2024/ AutoDCR dated 26/02/2024 for Building No. B-1 – Lower Ground 1 + Lower Ground 2 + Ground/Stilt+ 1st Floor and Building No. B-3 – 32nd upper floor to 35th Upper Floor and Building No. B-4 : Lower Ground 1 + Lower Ground 2 + Ground/Stilt+ 1st Floor. The location of the said buildings are shown in the plan annexed hereto as “**Annexure A**”.

3. **SALE**

- i. The Allottee hereby agrees to purchase from the Promoter and Promoter hereby agrees to sell to the Allottee Apartment No. _____ (consisting of Living Room, Kitchen, ___ Bed Room)admeasuring _____ Sq. Mtrs carpet area alongwith appurtenant _____ sq.mtr enclosed balcony, _____ sq.mtr deck/Balcony, (hereinafter referred to as “the said Apartment”) on _____ floor in Building No. B1 known as “**Mirai**”(herein after referred as said building) being constructed on the said property more particularly described in Second Schedule hereunder written and shown on the floor plan annexed and marked as **Annexure "J"**, for the lump sum consideration of _____ Rs. _____/- (Rupees _____ Only).
- ii. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos___admeasuring _____sq. ft. having _____ ft. length x _____ ft. breath x _____ ft. vertical clearance and situated at Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs. _____/-

- iii. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos admeasuring _____sq. ft. having _____ ft. length x _____ ft. breath x _____ ft. vertical clearance and situated at Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs. _____ /-.
- iv. The total aggregate consideration for the said Apartment including covered parking spaces is thus Rs. _____/- (Rupees _____ Only)
- v. In addition to said amount the Allottee has also agreed to pay development charges, stamp duty, registration charges, general charges, society formation charges etc as stated hereinafter plus State/Central Goods and Service Tax 2017(**GST**) and any other statutory charges/tax.

4. PAYMENT

- i) On or before the execution of this presents, the Allottee has paid to the Promoter sum of Rs. _____/- (Rupees _____ only) alongwith GST of Rs. _____/- (Rupees _____ Only) and the Allottee hereby agrees and undertakes to pay to Promoter the balance amount of the sale consideration being Rs. _____/- (Rupees _____ only) alongwith GST of Rs. _____/- (Rupees _____ Only) in the manner as more particularly described **in Annexure "I" hereto**. It is hereby expressly agreed by the Allottee that 10% of the consideration will be considered as Earnest Money. All payment shall be deposited in RERA Designated Collection Bank Account _____, _____ Bank, _____, Branch having IFS Code _____ situated at _____. In addition to the above bank account, the Promoter have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively.

- ii) Said sale consideration will be paid by the Allottee after deducting 1% to be deducted towards Tax Deducted at Source(TDS) under Sec 194-IA of Income Tax Act. The Allottee hereby agrees and undertake to deposit the TDS deducted by him in the Government Treasury as required under Sec 194-IA of Income Tax Act, 1961and furnish proof of payment at the time of payment of respective installment by issuing TDS Certificate. In the event of

the Allottee's failure to deduct and pay the tax as aforesaid, then the Allottee alone will be liable to pay the interest and/or penalty as also for the prosecution if any as per the provisions of the Income Tax Act 1961. The Allottee hereby indemnify and keep indemnified saved, defended and harmless the Promoter in that behalf. The Allottee does hereby irrevocably and unconditionally agree and undertake to execute and sign all such deeds documents forms etc as may be required by the Promoter to claim the benefits of the TDS. Payment by deduction of TDS under this Agreement shall be acknowledged / credited by the Promoter, only upon Allottee submitting original TDS certificate and the amount mentioned in the certificate matching with Income Tax Department website.

iii) The Allottee hereby agrees that, in addition to the sale consideration and other charges, the Allottee shall be responsible and liable to pay GST or any such other levies, statutory charges etc., as may be applicable on transfer and sale of said Apartment by Promoter to the Allottee. The Allottee shall also be liable to pay interest / penalty / loss incurred by the Promoter on account of the Allottee's failure and/or delay to pay GST or any other tax and statutory charges and will paid the same within 7 (seven) days of being called upon by Promoter.

iv) The amount of GST is as per Central Goods and Service Tax Act, 2017 (**GST Act**) is subject to revision as per the applicable rate for the relevant instalments and before taking the possession of the said Apartment, Allottee will pay GST or any other tax (if applicable) with interest and penalty if any on the said taxes or statutory charges. At present 18% interest is payable for late payment, in case of delay in payment of GST, Allottee will be bound and liable to pay interest @18% from due date till payment.

v) The Allottee will not be entitled to the possession of the said Apartment unless all the Taxes are paid by him to the satisfaction of the Promoter as per the statutory provision at the time of possession of the said Apartment.

vi) In addition to taxes, statutory charges as stated herein above, if any other tax, Government or Semi Government charge is applicable or become applicable on any future date for sale of said Apartment. Allottee will be liable to pay all such taxes, Government or Semi Government due alongwith Penalty or interest on the same and Promoter will not be liable to contribute any amount towards such charge taxes, interest, penalty or any other amount.

5. The sale price of the said Apartment is fixed on the basis of the costs of building materials as also the labour charges prevailing on the date of booking of the said Apartment. In the event of cost escalation of the building materials and or labour charges resulting in overall escalation in cost of construction by more than 5% over the present cost of construction, the Allottee shall pay to the Promoter such additional cost of construction for the said Premises as may be certified by the Architects of the Project. The Allottee shall be bound to pay such additional price before the Allottee

become/s entitled to delivery of possession of said Apartment. The Allottee shall also be responsible for the payment of differential amount of additional development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter shall enclose the said notification/order/rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

6. The fixtures, fittings and amenities to be provided by the Promoter in the said Apartment and in the said building are those that are set out in Third Schedule hereunder written. None of the fixtures and fittings i.e electrical, plumbing, lifts etc. are manufactured by the Promoter but are manufactured by different companies and warranties/ guarantees are given by those manufactures. The Allottee is also hereby informed that those fixtures and fitting are fixed nearly 3-4 months before the issue of Occupation Certificate, therefore the warranty /Guarantee of those fixtures and fitting will start from the date of fixing the same. Promoter is not liable and responsible for any defect in quality of those fixtures and fitting, but will facilitate for enforcing the warranty and guarantee of those fixture and fitting.
7. The Promoter hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning of the said plans or thereafter and shall, before handing over possession of the said Apartment to the Allottee, obtain from the concerned local authority occupation and/or completion certificates in respect of the said Apartment.
8. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to variation cap of three percent.. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3(i) of this Agreement.

9. TIME ESSENCE OF AGREEMENT.

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas of the Building to Society of the allottees after receiving the occupancy certificate. The whole complex Tokyo Bay, unless prevented due to Force a Majeure, will be completed on or

before December, 20____. This time period is subject to sanction and approval by all competent and statutory authority being granted in time. Promoter will be entitled for extension of time due to Force Majeure and delay in any statutory approval. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him and fulfill all obligations under the Agreement subject to the simultaneous completion of construction by the Promoter.

10. As per the progress of construction, on completion of the work, the Promoter will intimate Allottee at the address by Courier and email id given by the Allottee in this Agreement and the Allottee will be bound to pay the amount of installments within eight days of Promoter dispatching intimation at the address of the Allottee as given herein. The Promoter will keep Certificate of their Architects certifying that Promoter has completed the work as stated in said certificate and said certificate will be open for inspection by the Allottee at the office of the Promoter and such Certificate shall be conclusive proof of completion of respective stages of work. The Allottee is not entitled to and hereby agrees not to raise any dispute to the certificate issued by the Promoters Architect as aforesaid. The respective stage of completion of work mean, completion of work in any of the Apartment in the building, example completion of the flooring means, completion of the flooring in any of the Apartments, similarly it will be applicable to the external plaster, internal plaster etc and it will not be applicable to specific Apartments and the Allottee will be liable to make payment on commencement of respective work in the building and not his specific Apartment.

11. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any other manner.

12. DELAY IN PAYMENT

The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payments which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoter.

Without prejudice to the Promoter's other rights and remedies, including its right to cancel and terminate this Agreement, as specified hereinafter, for delay in payments towards the consideration amount and towards all deposits, outgoings and monthly contributions Allottee shall be liable to pay interest as per the Rule.

i) In addition to the Allottee's liability to pay interest as mentioned herein above, the Allottee shall also be liable to pay and reimburse to the Promoter, all the costs, charges and expenses whatsoever, which are borne, paid and/or incurred by the Promoter for the purpose of enforcing payment of and recovering from the Allottee any amount/s or due/s whatsoever payable by the Allottee under this Agreement.

- ii) All payments received will be first applied towards applicable taxes then interest payable and then towards other dues, if any, and there after towards the installments. No payment will be received after due date without the payment of the applicable interest, if any as mentioned.

13. FORFEITURE AND CANCELLATION

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

Provided that, the Promoter shall give notice Fifteen days in writing to the Allottee by email at the email address provided by the Allottee of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectifies the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement and upon the termination of this Agreement the Promoter shall be at liberty to dispose of and sell the Apartment to such person and at such price as the Promoter may in his absolute discretion think fit.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

14. DEFAULT IN PAYMENT OF BANK.

Before handing over the possession of the said Apartment, if default is committed by the Allottee in repayment of housing loan as per the terms and conditions that may be agreed between Bank and Allottee and Allottee fails to pay the installments for repayment of loan and thereby commits breach of agreement and bank in enforcement of the terms and conditions of the agreement with the Bank shows its readiness and willingness to pay the balance amount and calls upon the Promoter to handover the possession of the said Apartment. In that case Promoter is entitled to accept balance amount from Bank and give possession of the said Apartment to the Bank. But before exercising this option, the Promoter will give seven days' notice to the Allottee informing its intention to accept balance from the Bank and desire to handover possession of the Apartment to the Bank. In response to notice of intention of Promoter to accept balance amount and handover possession to the Bank, if Allottee pays the balance amount within 7 days as stated in the notice, then

Promoter will accept the same and handover possession of the Apartment to Allottee. If Allottee fails to pay balance within 7 days, the Promoter at its sole discretion may accept the balance amount from Bank and handover the possession of the said Apartment to the Bank.

15. POSSESSION OF THE APARTMENT

Time will be essence of contract for the Promoter to endeavor to hand over possession of the said Apartment to the Allottee on or before _____. PROVIDED FURTHER that the Promoter shall be entitled to extension of time for giving possession of the said Apartment on the aforesaid date, if the completion of the said Building in which the said Apartment is situated is delayed on account of:-

- i. war, civil commotion or act of God ;
- ii. any notice, order, rule, or notification of the Government and/or other public or competent authority.

If Promoter is unable to give possession of the said Apartment to the Allottee for reasons beyond their control as stated hereinabove the Allottee shall not be entitled to any damages or compensation for delay in handing over the possession of the said Apartment.

Without prejudice to the above, the Promoter will be entitled to a grace period (moratorium) of 1 year from the due date for giving possession of the said Apartment, and the Allottee will not be entitled to any interest during the grace period of 1 year from the due date. The grace period of 1 year will be considered as the part of period for the possession of the said Apartment.

The Promoter on complete development of the said building and after obtaining all NOCS from the various concerned Government / Local Authorities, will make an application for Occupation Certificate. However, if the Local Authority delays in issuing of Occupation Certificate beyond 21 21-day period after applying, the same shall not be construed as delay on the part of the Promoter in obtaining Occupation Certificate.

16. DELAY IN POSSESSION

A. If the Promoter is unable to offer the possession of the said Apartment to the Allottee on its due date (with permitted extension of time attributable to Force Majeure event) or mutually agreed extended period for possession, the Allottee is entitled to either of following.

- (i) The Allottee is entitled to terminate this agreement by giving written notice (**Termination Notice**) to the Promoter by Courier/Registered Post AD/ email at the address provided herein. On receipt of such termination notice this agreement will stand cancelled and terminated. Upon termination of this agreement the Allottee shall have no right, title, interest, claim, demand or dispute of any nature whatsoever against the Promoter or in respect of the said Apartment and the Promoter will be entitled to deal and dispose off the said apartment to

such person and for such terms and conditions at its absolute discretion may deem fit and proper. After termination of this Agreement, Promoter will refund the amount paid with interest as per the rule from the due date for the possession of the said Apartment. The said amount will be refunded only upon Allottee executing Deed of Cancellation or any other documents as may be required by the Promoter and registering the same before the Sub-Registrar of Assurance. If Allottee is member of organization formed by the Allottees, Allottee will surrender his right title and interest in such Organisation in favour of Promoter or its nominee. The said compensation will be paid only if the Allottee has paid minimum 75% of the aggregate consideration payable under this agreement and have not committed any breach of terms and conditions of the Agreement. OR Call upon the Promoter by Written Notice(**Interest Notice**) by Registered Post AD/Courier/Email to pay the interest as per the rule for delay from the due date of possession till date of offering the said apartment by the Promoter to the Allottee and such interest shall be paid by the Promoter at the time of Allottee taking possession of the said Apartment.

(ii) The Allottee will have to exercise his right to terminate agreement or claim interest, by issuing Termination Notice or Interest Notice, within 30 days from the due date of possession or mutually agreed extended date of possession. If the Allottee fails to exercise his right to terminate agreement or claim interest within 30 days, from the due date of possession or mutually agreed extended date of possession, it will be deemed that the Allottee has waived his right to terminate the agreement and also claim interest and also compensation as hereinabove referred.

B. Once Termination Notice or Interest Notice is issued by the Allottee, for delay in giving possession or not giving possession of the said apartment, the Allottee will not be entitled to any other remedy other than as stated herein and Allottee hereby waives his right against the Promoter for any specific performance of agreement or claim of any other loss or damages.

17. LIABILITY OF ALLOTTEE ON DEEMED POSSESSION

a. The Promoter, upon obtaining the occupancy certificate from the competent authority, shall give written notice to the Allottee intimating that the said Apartment is ready for use and occupation and offer possession of said Apartment on payment of balance amount. The Allottee shall pay the balance amount and take possession of the said Apartment within seven days of the Promoter intimating him, in the event of the Allottee for any reason whatsoever failing and/or neglecting to pay balance outstanding amount and take possession of the said Apartment within the stipulated period, the Allottee for the purposes of this Agreement shall be deemed to have taken possession on the expiry of the seventh day from the date of issue of said notice and Allottee will

be liable to pay all outgoing charges, cost and maintenance as required to be paid under any statute or under this agreement or any other service being provided to the said building or Apartment. Before taking possession of the said Apartment the Allottee shall sign and/or execute all writings and papers as may be reasonably required by the Promoter including declarations, applications, indemnities, possession letter, electric meter transfer forms and other papers necessary or expedient for formation and registration of the Organisation. Under no circumstances the Allottee shall be entitled to the possession of the said Apartment unless and until all the payments required to be made under this Agreement by the Allottee have been made to the Promoter and other obligation terms and conditions agreed by the Allottee and mentioned in this Agreement are carried out fully by the Allottee. It is specifically agreed by the Allottee that, he waives his right to claim charge u/s 55 of Transfer of Property Act on said Apartment till he pays entire consideration and other charges as per this Agreement.

- b. The Promoter is aware that the said Apartment and all fixtures and fitting in the said Apartment will get damaged due to non-utilization of the same, therefore if the Allottee fails to take possession of the said Apartment on being offered by the Promoter, by payment of balance amount as demanded by the Promoter, the Promoter will not be liable and responsible for any damages that may be caused to said Apartment due to non-usage of said Apartment and all fixtures and fitting in the said Apartment. The Allottee will not claim any compensation for any such damage to the said Apartment and all fixtures and fitting in the said Apartment.

18. DEFECT LIABILITY PERIOD

A. If within Five years from receipt of Occupancy Certificate, the Allottee brings to the notice of the Promoter any structural defect in the said Apartment or the said Buildings in which the said Apartment is situated, or any defects on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the Promoter at their own cost and expenses, PROVIDED Allottee has not caused any such damages to the said Apartment by doing any addition/alteration to the said Apartment or are not due to reason as stated hereunder in the exclusion clause. If such damages are caused due to any such addition/alteration the liability of the Promoter will automatically cease and Promoter will not be liable and responsible to rectify/repair such defect or any damages suffered by the Allottee. The minor temperature/shrinkage, creep crack, which are inherent to concrete curing process, will not be considered as structural defect. The defect liability is not applicable for any fitting and fixture, which are manufactured by the third Party as they are covered by Warranty/Guarantee provided by manufactures of those fixtures and fitting and Promoter will facilitate the enforcement of Warranty/Guarantee against such third Party.

19. The Promoter shall be at liberty and be entitled to complete any wing/part/portion/floor in the said Buildings and apply for and obtain part-Occupation Certificates therefore and give possession thereof to the Allottee of the said Apartment therein, and the Allottee herein shall not object to the same and also shall not obstruct or object to the execution of such works, even if it causes any nuisance or annoyance to him or other Occupants of the said Apartment, however Promoter will ensure that such nuisance is minimum in course such development.

20.A) Promoter will provide electricity connection through Maharashtra State Electricity Distribution Company Limited (MSEDCL) or any other electricity supply company providing electricity in the said area, however, Promoter will not in any manner be responsible for the supply of electricity by MSEDCL or any such other company. The Allottee is further aware that Promoter will not be responsible for any faulty installation of meter or regular supply of electricity.

B) Subject to water connection being granted by the local authority, Promoter will provide water connection to the said Apartment, however Promoter will not in any manner be responsible or liable for supply of water to said Apartment. Promoter at the cost and expenses of Allottee/Organization may facilitate for provision of water either through bore-well (subject to permission from authority and availability of ground water) or tanker or any other source. The Promoter if requested by Organization of Allottee at the cost of Organisation/Allottee will create suitable infrastructure for treatment of raw water for domestic consumption, which may not be suitable for drinking. The Allottee is thus aware of source of water supply, agrees to pay necessary water charges, tanker charges, will not object the same, and shall keep Local Authority/Sanctioning Authority/Promoter indemnified against all claims and damages due to anything related to water supply.

21. ORGANISATION AND CONVEYANCE

a. The Promoter shall form and register separate Organisation of Allottees of each building in the said property and shall form Apex Body of all the Organisations in the said property.

b. The Promoter will make an application for formation of Society under the Maharashtra Co-operative Society Act 1960(**MCS Act**).. The Allottee shall actively assist and co-operate for formation and registration of such Organization and for that purpose from time to time sign all applications, letters, writings, document, bye laws and return the same to the Promoter within seven days of receipt thereof without objecting to any changes, modifications as may have been in the model bye law by the Promoter and also do all other acts, deeds, matters and things as the Promoter may reasonably require for registration of the Organization of the said Allottee. The Promoter may decide in its sole, absolute and unfettered discretion the name of such Organisation (which name shall not be changed by the Allottee or the said Organization without the prior written permission of the Promoter). Promoter will not be

responsible for any delay caused due to time taken by the Allottee or any other Apartment Allottee to sign and execute the application form and other documents required for formation of the organization.

- c. The Promoter will not be responsible for the time taken for the registration of the Organisation; his responsibility will be to make application in the format and the manner as required under applicable Act.
- d. The said Organization shall upon being registered or formed, pass the necessary resolutions confirming the terms, conditions, covenants, stipulations and provisions of this Agreement, or such of them as the Promoter may require, and agreeing and undertaking to be bound by the same, and the Allottee shall vote in favour of such resolutions.
- e. Promoter shall become member of the said Organisation in respect of unsold Apartment and Promoter shall be liable to pay only the Municipal taxes any other Government charges at actual and no other maintenance charges in respect of the unsold Apartments. When such Apartments are sold by the Promoter, the Organisation shall admit such Allottee as members of such Organisation without charging any premium or any other extra charges for the same save and except entrance Fees for membership and fully paid value of the shares, of the Organisation along with his application for membership. The Promoter will be entitled to mortgage all unsold Apartments to Bank/Financial Institution or any person for raising finance to the Promoter and said Organisation will record the Mortgage in their books as and when said Bank/Financial Institution intimates the said Organisation. It is specifically agreed that for mortgaging the said unsold Apartments, No Objection Certificate (NOC) will not be required from the Organization formed of all the Allottees.
- f. On completing one year, after developing the said property by utilizing full development potential of the said property as per the D C Regulation by use of FSI or TDR or any additional FSI by payment of premium or in any other manner and receiving Occupation Certificate of last such building to be constructed on the said Property and upon the Promoter selling / transferring / allotting all the Apartments constructed in the said complex, and upon the Promoter receiving the entire payment (towards the consideration, deposits, outgoings or otherwise) due and payable to it under all Agreements for Sale executed with all Allottees of the Apartment, the Promoter will convey said building excluding basement and podium to the Organisation of the Allottees.
- g. The said Apex Body of all Organisation, within the said Complex will be formed only after entire development of the said property is completed by using full development potential of the said property as per existing D C Regulation and also future amendment and enactment as may be applicable to the said property by use of FSI, TDR or FSI on payment of premium or in any other manner and after 2 years from receiving

Occupation Certificate of last building constructed on the said property.

- h. On completing three (3) months, after the construction of the last Buildings and obtaining full Occupation Certificate for said Building in the layout, and upon the Promoter selling / transferring / allotting all the Apartments constructed in the said Project, and upon the Promoter receiving the entire payment (towards the consideration, deposits, outgoings or otherwise) due and payable to it under all Agreements for Sale executed with all Allottees of the Apartments in the said Building, the Promoter will convey said building excluding basement and podium to the Society of the Allottees.
- i. Within three (3) months after receiving the Occupation Certificate of the said building, the Promoter will cause conveyance of the Building alongwith the project land to the Society in the manner as stated herein.
- j. Thus Organisation will hold said building excluding basement and podium and Apex Body will hold the said property including basement, podium, garden, playground, open space, road, infrastructure viz. STP, sub-station (if any), common electricity or any amenities for the benefit of all user and occupier of the said property and also for the benefit of any other property as per the Agreement with the owner of the adjoining property.
- k. Until such Conveyance is executed, the right of the Allottee shall be confined only to the respective Apartment and the Allottee and/or the Organisation to be formed for the purpose of the maintenance of the said Building shall have no right on any portion of the said property. The conferment of right shall take place only on the execution of the Conveyance in favor of Organisation/Apex Body as aforesaid. Unless all the Allottee of Apartment and other premises in the building, have paid all their dues including their contribution for Stamp Duty and Registration Charges payable on such conveyance, to the Promoter, the Promoter shall not be bound to execute or cause the conveyance to be executed in favor of the Organisation or the Apex body as the case may be.
- l. The decision of the Promoter whether full development potential of the said property is consumed or not shall be final and binding upon the Allottee and all organizations.
- m. The Organization will be responsible for maintenance and administration of the respective building and Apex Body will be responsible for administration maintenance and management of the layout common roads, gardens, open spaces, common Waterlines, sub-station (if any), common electricity lines up to individual buildings, security services and other common services facilities, conveniences and amenities in the said Complex.
- n. The Allottee shall be entitled to use the common area and external

facilities as per the terms set by the Promoter till it is handed over to the Organisation/Apex Body. After handing over of the said property to the Organisation/Apex Body, Organisation/Apex Body shall maintain said common areas and external facilities. Apex Body hereby envisaged shall have every right to give to any person/s and/or parties and/or entities permission for user of all the said common areas and external facilities on such terms and condition as Organisation /Apex Body may deem fit. It is clearly understood by the Allottee that no right or interest of the Allottee is being hereby created in the said common areas and external facilities. The Allottee hereby acknowledges and admit that the said Organisation/Apex body, in making such rule for use of such common facilities take into consideration any agreement / arrangement which Promoter might have arrived with owners of adjoining property.

- o. The Organisation/ Apex Body as the case maybe shall under guideline of the Promoter frame such rules, regulations and bye-laws for the effective maintenance/management of the infrastructure and all amenities and the same shall be binding and shall have full effect and full force against the Allottee of Apartment in the buildings constructed on the said Property. Any contravention/violation of the said rules, regulations or bye-laws as framed by the Organisation/ Apex Body shall be liable to such action as stated in the said rules, regulations and bye-laws as the Apex Body may determine from time to time.
- p. The Allottee hereby agrees, confirms and undertakes to pay such monthly charges as may be determined by the Organisation/ Apex Body from time to time for the maintenance, upkeep, repairs and replacements and/or renovation of all infrastructure and amenities with the said property.
- q. If necessary, Allottee undertakes to become member of Apex Body that may be formed by the Promoter to run, manage and maintain the amenities and shall abide by all terms, conditions, stipulations, rules, regulations and bye-laws in respect of its use and enjoyment thereof, as may be framed from time to time by the Promoter/the Organisation/ and/or the Apex body and shall pay and discharge all dues and outgoings both of a capital and recurring nature in that behalf.
- r. The cost for formation of Organisation will be collected and paid to Promoter or its nominee in advance by each Apartment Allottee and cost for formation of the Apex Body of all the Organisation will paid by each Organisation to the Promoter or it nominee. Till the formation of the Apex Body and it taking over management and administration from the Promoter, the Allottee shall pay Rs. 250/- (Rupees Two Hundred and Fifty Only) per month, to Promoter towards the maintenance and administration of the internal road, street light and all common amenities (excluding STP or any other amenities specifically for the benefit of the occupiers of the said Building) within the said property and after formation of the Apex Body and Apex Body taking over

management and administration of the said property Allottee himself or respective Organization shall pay to the Apex Body an amount as may be determined by the Apex Body. The said amount is provisional amount and is based on assumed expenses and if expenses are increased Promoter will increase the same and if expenses are reduced, Promoter will reduce the same.

- s. In case of formation of the Organisation of any of building in the said property and if the management of the building is taken over by the said Organisation, the said Organisation will contribute towards the maintenance of the STP, internal road, electricity of the common area, maintenance expenses of club house, garden etc. The contribution towards the said common amenities will not be withheld for any reason and also in case of any delay in contribution by the Allottee/Organisation, the Allottee / Organisation will pay interest on the said outstanding amount at the rate as per the Rule. Till formation of Apex Body, the said organization will contribute said amount as determined by Promoter to maintain and manage all such common facilities within the said complex and in case for delay in contribution with pay interest as per rule from due date till payment and realization. It is hereby expressly clarified, agreed and understood that neither the Allottee nor the said Organization / Apex Body shall raise any objection or dispute, and/or claim any compensation, if area to be conveyed / transferred by the Promoter is at variance with or is less than the area of the said Property as shown in the Schedule hereunder written and/or as shown in the site plan annexed hereto, whether the same is consequent upon the amenity space and the reserved portions of the said Property being handed over and transferred to the said local authority and/or other Government/Local bodies or authorities, or any other reason whatsoever.

22. FACILITY MANAGEMENT SERVICE

- a. Promoter itself or will nominate Facility Management Service (FMS), for management, maintenance and administration of the said building and the said Property. All cost of management maintenance and administration of the said building and said property will always be borne and paid by the Allottee or the organization and the Promoter will not be liable or responsible to contribute any amount toward management, maintenance and administration charges of said building or said property.
- b. The Promoter will maintain the said building till, administration and management of the said building is handed over to the Organisation formed of all Allottees in the building and will maintain the said property till administration and management of the said property is handed over to Apex Body of all organization.
- c. The Allottee shall pay to Promoter or its nominee, on or before taking possession of the said Apartment, his estimated proportionate share of

provisional outgoing for One year in advance (based on the chargeable area of the said Apartment), for the purpose of management and administration of said building and said property and shall continue to do so till Management and administration of the said building and said property is handed over to the Organisation/Apex Body as contemplated herein.

- d. The maintenance by the Promoter will be subject to all Allottees and all organization regularly paying their contribution towards the administration, management and maintenance charges of the said building and said property. The Allottee hereby indemnify the Promoter against all charges, damages, loss and liability of the Promoter to maintain the said building and said property, that may arise due non maintenance of infrastructure due to non-contribution or irregular contribution by the Allottees/Organisation.
- e. It is further agreed, accepted and confirmed by the Allottee that till formation of Apex Body for the maintenance and management of the infrastructure as mentioned hereinabove the Promoter shall have full power, control and absolute authority to manage and maintain all infrastructure facilities with said property in the manner they may deem fit and for that purpose Promoter shall be entitled to lay down such terms and conditions as regards payment by the Allottees of Apartments in all the Buildings regarding monthly maintenance charges or otherwise. The Allottee hereby agree to abide by the terms as laid down by the Promoter and the Allottee shall not have right to question and dispute the decision of the Promoter in regard to their powers and the authority for maintaining and managing the infrastructure facilities. In the event the Allottee fail to abide by the terms and conditions as laid down by the Promoter, the same shall be deemed as a breach of the terms of this agreement and thereupon the Promoter shall have the right to avail such remedies under the law and as per the terms of this Agreement.

23. MAINTENANCE AND OTHER CHARGES

- (a) The Allottee, on execution of this Agreement or before taking possession of the said Apartment, shall pay the following amounts to Promoter or its nominee.

(i) Rs. _____/- towards electric meter installation and security Deposit for the meter payable to MSEDCL and erection of transformer, cable laying etc.

(ii) Rs. _____/- towards water Connection Charges.

GST of ____% will be charged on above charges.

(iii) Rs. _____/- towards Formation and Registration of the Society /Apex Body and Legal Charges in connection there with.

- (iv) Rs. _____/- towards proportionate share of Development Charges and including premium payable to local authority.
- (v) Rs. _____/- towards share money, application and entrance fee of the Society.
- (vi) Rs. _____/- towards Legal Fees
- (vii) Rs. _____/- towards proportionate share of Municipal Taxes, N.A. Taxes, assessments and other charges.
- (viii) Rs. _____/- towards advance maintenance charges of common areas for 1 year.
- (ix) Rs. _____/- towards club house maintenance charges for 1 year

GST of 18% will be charged on above charges.

- (b) All aforesaid charges are fixed on basis of existing taxes, rules and regulation, however at the time of handing over of the possession of the said Apartment or any time after handing over possession, if there is any change in the aforesaid amounts or if any other tax/charge/duty is levied and/or is found to be, then payable on the transaction hereby envisaged either because of any amendment to the prevailing laws or because of enactment of any new law or otherwise, the Allottee do hereby agree to pay to the Promoter or its nominee such amount as shall be then prevailing.
- (c) The maintenance charges collected herein are just estimated cost of expenses and are subject to review/ escalation depending upon the costs of inputs which include but not limited to expenses towards salary, consumption of electricity, water and other consumables and /or due to increase in levies or imposition of new charges/taxes by any authorities.
- (d) If any deposit premium or security deposit, in addition to the above mentioned payments, is/are demanded by the Government, Municipality, or any local authority or electric supply agency or gas supply agency or any other department or authority for providing water, drainage, electricity connection, gas connection or any other services, amenity or facility in the said Buildings or said complex, the same shall be borne and paid by the Allottee along with the Allottee of all other Apartment in the said Buildings in proportion to the area of their respective Apartment and the Allottee shall pay his proportionate share therein before taking possession of the said Apartment. Till water supply to the different building in the said Complex is separately assessed, the Allottee shall pay along with the other outgoings proportional water charges in respect of his Apartment as may be determined by the Promoter or its nominee.
- (e) If amount collected from the Allottees is not sufficient for the maintenance, Promoter or its nominee shall raise advance bills for every

quarter on the Allottee in respect of his proportionate share of outgoings for the said Apartment (based on the chargeable area of the said Apartment) for maintaining the said building the common areas/facilities as aforesaid, whether the Allottee and/or his family-member/s is/are using such common areas/facilities or not. Allottee shall duly pay to Promoter or its nominee said amount within 7 (seven) days from demand and shall not withhold the same for any reason whatsoever. If Allottee fails to pay the said amount within 7 days from the issue of bill to the Allottee, Allottee agrees to pay Promoter interest as per rule from due date, till realization of the said amount. Promoter at its discretion will raise bills for advance maintenance charges, when it envisages it will require additional amount for maintenance of said building/property.

(f) The aforesaid maintenance charges are estimated expenses for maintenance for One year and if amount collected towards maintenance fall short and Promoter or its nominee continues to maintain the said building, Promoter or its nominee will raise the bill on the Allottee, Allottee agrees and undertakes to pay all future maintenance charges in advance and on quarterly basis till, management and administration of said building / complex is handed over to the Organisation. After handing over of management and administration of the said building to the Organisation, Allottee will pay to the Organisation / Apex Body all maintenance charges of the building and pay to Promoter or its nominee his proportionate charge towards the cost and expenses for maintaining all common amenities and infrastructure of Said Property.

(g) The Promoter shall be entitled to appropriate the amounts collected under one head for meeting expenses under another head. The Allottee shall not be entitled to raise grievance in respect of the same. All the aforesaid amounts mentioned in Clause 23 are non-refundable and are non-accountable. The Promoter and or its nominee will render account only in respect amount collected towards advance maintenance charges of common area, advance maintenance charges, clubhouse and property tax. In the event of there being any increase in the general charges on the date of handing over the possession of the said Apartment, Allottee shall pay the same before taking over the possession of said Apartment

(h) The amounts collected by the Promoter or its nominee under the provisions of this agreement or otherwise howsoever shall not carry any interest. Promoter or its nominee shall maintain a consolidated account of all the amounts collected towards the maintenance charges from all the Allottee of the Apartments/shops/offices in the buildings and in the said *Complex* and of all the amounts spent on expenses chargeable to them, and on formation of the Organisation of all Allottees in the said building shall at the time of handing over administration and management render a consolidated account of amount collected under clause under clause 23 a (viii) , (ix) and (x) to such Organisation and also handover the unexpended amount to such Organisation after retaining the amount required for maintaining common amenities and

infrastructure of the said property. Promoter or its nominee shall not be liable to maintain or render any separate account of the different Allottees of Apartment individually. Rendering of such consolidated account to such Organisation and settlement of account with them shall discharge Promoter or its nominee of their responsibility, to refund excess, if any, out of such collections to the individual Allottees of Apartment, and the different Allottee of Apartment shall make up and adjust their respective accounts between themselves, as members of such Organization.

- (i) Allottee or its organization should regularly contribute towards the maintenance and operation of the equipment, if the Allottee and its organization fails to contribute to maintain the such equipment, the Promoter will not be liable and responsible to the loss and damages to those equipment. Example :- It STP is not used continuously for more than 7 days, to start STP plant, sludge becomes dry, requires filter media needs to be cleaned, sand filter back wash, fresh procedure of bacteria cultivation requires to done etc which is quite expensive and time consuming.

24. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the said Entire Property; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said property and also has actual, physical and legal possession of the said property for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the said property or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the said property or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Property and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said property and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said property , Building/wing and common areas;

- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said property including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the said building excluding basement and podium to the association of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the said Building to the Organization of the Allottees;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till receiving Occupation Certificate
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said property and/or the Project except those disclosed in the title report.
- xii. The Promoter shall deposit 70% of the amount received from the Allottee in separate account being Puranik Tokyo Bay Private Limited RERA Designated Separate bank Account Tokyo Bay Phase 2B as required under section 4(2) (l) (D) of RERA HDFC Bank, Kapurbawdi Branch, Thane (West). The Promoter will not deposit the amounts in the said account, the money received from Allottee towards water connection charges and deposit, share money, application and entrance fee of the Society, formation and registration of the Organization /Apex Body and legal fees, N.A Tax/Property Tax, Advance maintenance charges of common areas and club House and GST/any statutory taxes, if applicable.
- xiii. In case the transaction being executed by this agreement between the Promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/fees/charges for services/commission/brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/allottee/both, as the case may be, in accordance with the agreed terms of payment.

25. LIMITED RIGHT OF ALLOTTEE

- a. The Promoter has agreed to sell and transfer only said Apartment to Allottee and Allottee has agreed to acquire and purchase only said Apartment from the Promoter save and accept the said Allottee hereby agree and admit that he will not have any claim interest or any other right interest on the said property. All other portions of the said Building and said Property shall remain the property of the Promoter until transfer thereof to the Organisation or Apex Body or the sale of the last Apartment by the Promoter whichever is later.
- b. The Allottee shall have no claim upon the open spaces, parking spaces, (other than or unless specifically allotted by the Promoter) lobbies, terrace, garden areas etc. and the same shall absolutely belong to the Promoter until transfer of the said property to such Organisation of the Allottee/s of all the Apartment.
- c. The Allottee/s shall not have any claim, right or interest in respect of any common areas, amenities and facilities whatsoever in the said complex, including the open spaces, lobbies, staircases, common entrances, common passages / corridors, terraces, recreation areas, Sewage Treatment Plant, Electric Sub-Stations, save and except the right To use hereby expressly given to the Allottee in respect thereof, all such common areas, amenities and facilities shall remain the property of the Promoter till execution of Deed of Conveyance in favour of the said Organization/Apex Body as mentioned herein.
- d. The common areas, amenities and facilities in the said complex, including the open spaces, common entrances, common passages/corridors, lobbies, staircases, terraces, recreation areas, Sewage Treatment Plant, Electric Sub-Stations shall be used in reasonable manner and only for the purposes for which the same are provided and the same shall be used in accordance with the rules and regulations as may be framed in this regard by the Promoter or the said Organization/Apex Body.
- e. The Allottee shall not use the common areas, amenities and facilities, or permit the same to be used for any purpose other than the purposes for which the same are intended, and the Allottee shall not commit any nuisance or do anything, which may cause disturbance or an annoyance to the owners/occupants of the said Buildings.
- f. The Allottee agrees not to change, user of the said Apartment without prior consent in writing from the Promoter which the Promoter will be entitled to refuse if they deem fit and any unauthorized change of the user of the said Apartment by the Allottee shall render this Agreement void/voidable at the option of the Promoter and the Allottee in that event shall not be entitled to any rights under or arising out of this Agreement.

g. The said building will be constructed as per the plan approved by the Local Authority and shown to Allottee, however colour combination of the building or elevation of the building will be decided and finalized as per direction of Architect to increase aesthetic. The decision of the Promoter/Architect in deciding the elevation and color combination of building will be final and binding on Allottee and Allottee will not be entitled to object or dispute the same on any ground.

26. Till such Conveyance is executed, the right of the Allottee shall be confined only to the respective Apartment and the Allottee and/or the Organisation to be formed for the purpose of the said Buildings shall have no right on any part of the said property. The conferment of right shall take place only in respect of the said building/property in favour of the Organisation or Apex body on the execution of the Conveyance

27. FSI STATEMENT

Area of the said property where Tokyo Bay(TB) 1 & 2 is being developed on area admeasuring 24125 sq. mtrs and as per the D. C. Regulation Promoter is entitled to use FSI of 83726.62 (Plot potential) sq. mtrs .The said FSI is used and proposed to be used as under

Sr. No	Phase	Buildin g	Sanctione d floor	FSI consume d	Proposed floor	Additional FSI	Total FSI that will be consumed
1	TB 1	Wing A	16	4511.99	NA	NA	8777.32
2	TB 1	Wing B	16	1066.08	NA	534.05	
3	TB2B	Bldg.B 1	1	688.91	50	22126.40	22815.31
4	TB2A	Bldg. B2	35	7228.41	NA	NA	7228.41
5	TB2A	Bldg. B3	35	11909.45	NA	NA	11909.45
6	TB2C	Bldg. B4	1	934.71	50	31918.08 2	32852.792

28. CAR PARKING (IF ALLOTTED BY PROMOTER)

- a. Allottee agrees that the Allottee will not be entitled to park any vehicle within the said property unless Allottee has been allotted specific parking space by the Promoter.
- b. The said car parking space is provided alongwith the said Apartment and cannot be independently sold or transferred by the Allottees and in the event of termination/cancellation of this agreement the car parking space also shall automatically be deemed to have been cancelled and terminated.
- c. Allottee shall not be entitled to transfer the said parking space or the benefit thereof in any manner whatsoever except in the circumstances of

you're transferring the said Apartment. While transferring the said Apartment, Allottee shall be under obligation to transfer the said parking space together with the said Apartment to the transferee.

- d. Said Car parking space and Car Parking space allotted to any other Allottees in the said Building or with the said Property shall not form part of common area and facility of the said building or said complex.
- e. The Allottees undertake to pay such monthly maintenance charges for car parking space, to the Promoter till Promoter manages the said building/said complex and thereafter to Organization such maintenance charges may be fixed by the Promoter or by the Organization or all Allottees of the said building. At present, Promoter has provisionally fixed Rs. 200/- per month as maintenance charges to be paid from the day possession of the said Apartment is offered to the Allottee. Irrespective of whether Allottee is parking his car in the said parking space or not Allottee will be liable to pay the said monthly maintenance charges to the Promoter/Organization.
- f. The car parking space shall be utilized for parking the Allottees' own vehicles and will not be used for parking of any other vehicles or for any other purpose.
- g. The Allottee acknowledges that the Promoter shall provide the parking space for normal light motor vehicles and not for large extra size motor vehicle. The Promoter shall not be responsible or liable to the Allottee if the Allottees car does not fit in the said car parking space.
- h. Allottee will not use the said parking space for parking of heavy/commercial vehicles or store goods or put the said parking space to any residential/commercial use or any other use other than for parking of vehicles.
- i. All car parking spaces allotted by the Promoter within the said building or said complex shall be deemed to be of respective Apartment owners and organization formed of the said complex will not have any right over the said car parking space. However, Allottee shall be liable to pay regularly maintenance charges fixed by the said organization to maintain the said car parking space viz light, painting, security etc. The Allottees undertake to pay such monthly maintenance charges to the Promoter till Promoter manages the said building/said complex and thereafter to Organization such maintenance charges may be fixed by the Promoter or by the Organization or all Allottees of the said building.
- j. Allottee will not enclose the said parking space by erecting shutters, rolling/sliding/collapsible gate, grills or partitions or otherwise in any manner whatsoever or provide/use communication lines, electric or water connections therein. In case of breach hereof, Promoter and/or the society /apex body formed for managing aforesaid complex are entitled demolish the same without recourse.

- k. If car parking allotted is mechanize car parking it will have to be shared with other Allottees of the said car parking slot. Allottee therefore will accordingly co-operate with other Allottees to facilitate smooth use of car parking space and if required arrive at an understanding for proper use of mechanized parking space. The Allottee will also share additional expenses for repair and maintenance of allotted mechanized parking space.

29. RIGHT OF PROMOTER

- a. The Promoter reserves for itself the exclusive ownership of the Said property and have right of use and occupation of open spaces, parking places, terrace/s of all building/s constructed or to be constructed on the Said Property and shall be absolutely at liberty for leasing out, allotting the same and/or setting up communication or information sites or links, equipment, with an attendant room to be constructed for the purpose and/or for setting up and displaying hoardings, advertisements and sign boards, illuminated or otherwise, and neon signs and to install dish antennae with certain systems and electric meter rooms, communication links, cables and connection lines on the Said property. The Promoter shall also be entitled to deal with the same and receive consideration in respect thereof. The Allottee and the Organisation shall not raise any obstruction or interfere with the rights, powers and authorities of the Promoter in this regard to use open space, terrace, common area etc. for the aforesaid purpose. However in the event any rates, charges or taxes or any other levies are charged, imposed or levied by the Corporation, local or public or private bodies or the Government (state and central) or any other concerned authorities for and in respect of the aforesaid use, enjoyment and benefit of the same shall be borne and paid by the Promoter.
- b. The Promoter and/or their respective nominee/s successors and assigns shall, be entitled and have the right to become members of the Organisation formed of all Allottees of the Apartment in the said building in respect of the aforesaid areas and shall have, with the same, to the extent permitted by law, rights, powers and authorities and subject to the same obligations and liabilities, as the Allottee herein and all other ordinary members thereof. In the event Promoter retains possession of the terrace, the Promoter shall, on receiving prior written intimation in that behalf, allow the members of the organization to visit the overhead tank, lift room for the purposes of its maintenance, service and repair.
- c. In the event Promoter using, the terrace of said building and hand over the said building to the Organisation, the Promoter, its servants, agents, workmen, staff and employees and such other persons shall at all times have the right and authority to enter into and upon the said building and the said property, for the purpose of access to and from the said open spaces, terraces, parapet walls, external walls and other areas and to apply for, lay down, install and connect electric, communication and

utility lines, cables and meters and to do and carry out all other work, acts, deeds and things thereon/therein and in respect thereof as the Promoter may desire and deem fit in their sole and unfettered discretion. If necessary the Promoter or its nominee will also be entitled to get separate electricity connection and Allottee/Organisation if required will give all co-operation and issue No Objection Certificate if required by electricity supply company.

- d. The entire revenue and income received or derived by the Promoter upon sale, transfer, assignment and/or disposal of all or any rights in the said property or the said buildings on said property or the entire construction, including additional construction, carried out on the said property and/or in the said buildings by utilizing and consuming the FSI, FAR, DR and TDR or upon sale, transfer, assignment and/or disposal thereof, shall be the absolute property of and exclusively belong to and be appropriated by the Promoter, who shall not be liable to or called upon to disclose or render any account/s in respect thereof to the Allottee herein and/or the organisation. The Promoter shall not be liable to pay or grant any compensation, charges or other amount whatsoever or rebate in consideration in respect of the aforesaid or on variation in the scheme of development, plans, specifications and/or layout to the Allottee herein, or to the Allottees of any other Apartment, Allottee, in the said buildings, or to the Organisation. Neither the Allottee nor the Organisation hereby envisaged shall be entitled to demand any compensation or rebate on account of any of the aforesaid use by the Promoter.
- e. The Promoter shall have a right to make additions and alterations to the said Building or any part or parts thereof and also to raise or put additional storeys or structures on the open land or open part or parts of the said Buildings including terraces at any time before transfer of the said property and such right shall include the right to use the Floor Space Index or the additional Floor Space Index which may be available in respect of the said plot or other land at any time in future or by use of TDR brought from outside as may be permitted by the Thane Municipal Corporation under Development Regulation applicable to the said property and such additional Floor Space Index, additions and additional structures or storeys shall always be and shall always be deemed to be the sole property of the Promoter who shall be entitled to deal with or dispose of the same in any way they choose without any objection or hindrance from the Allottee. The Allottee and Organisation hereby agrees that said Allottee/s of such additional storeys or structure being made members of the Organisation.
- f. In the event of any portion of the Said property being required by M.S.E.D.C. for putting up an electric sub-station, the Promoter shall be entitled to give such portion to the said M.S.E.D.C or any other body for such purpose on terms and conditions as may be agreed by the Promoter. The Promoter shall be entitled to give consent to the benefit of such an electric sub-station being given to any other plots of land in the

vicinity, whether forming part of the said property and/or the said Buildings or not.

- g. The Promoter shall have full and unfettered right to grant to any Organisation and/or to the occupants of any other buildings/s standing on any plot/s adjacent to and/or in the vicinity of the Said property Right of Way inter alia on the Said property and/or any part thereof even after formation of such Organisation as is hereby envisaged and/or after execution of a conveyance of the Said property and/or any part thereof as is hereby envisaged and the Allottee/s either individually or collectively as a member of any such Organisation shall not object to any such arrangement on any ground whatsoever

30.NO OBJECTION TO DEVELOP SAID PROPERTY AS PER THE DISCLOSURE

- i. The Allottee is aware that as per the plans sanctioned till date Promoter has not utilized full development potential of the said property for developing said property, Promoter will be further modifying the Plan for additional building and additional floor in the buildings sanctioned as per DC Regulation applicable to the said property for loading of TDR or any FSI available by premium or in any other manner. All construction upto plinth level is done to withstand the construction of upto the potential of the respective building. The Allottee is therefore specifically put to notice that the said sanction plan is not final plan and Promoter will be entitled to amend the said plan for utilizing the entire development potential of the said property by constructing additional floors or additional building on the said property. Allottee is aware of the entire scheme and hereby confirms that Promoter right to develop the said property as disclosed herein by revising the plan and if demanded by the Promoter or TMC will sign and execute such documents and application as may be necessary for such amendment of the sanctioned plan.
- ii. On the part of Tokyo Bay 1 property, promoter is constructing Building Wing A and Wing B each consisting of ground plus lower ground one plus lower ground two plus upper stilt plus sixteen floor and on part of Tokyo Bay 2 property, Promoter will construct Building B1(Earlier Building No.1) of 50 floor , by increasing from existing 1st floor to 50 floors, Building Nos. 2 and 3 of 35 floors and Building No. 4 from existing 1 floor to 50 floors and ground coverage of Building No.4 will be increased to accommodate more Apartments on each floors by utilizing full development potential of the said amalgamated property of Tokyo Bay 1 and Tokyo Bay 2.
- iii. The Promoter has obtained Environmental Clearance (EC) from the State Environment Impact Assessment Authority(SEIAA), (MAHARASHTRA), by its letter dated 11/10/2023. The Environmental Clearance (EC) was restricted up to the height of 117 meter , which covers up to 35 Floors in view of not obtaining NOC from the Civil

Aviation Department. The Promoter subsequently applied to the Airport Authority of India(AAI) and AAI has granted permission to construct up to 366.04 Meter. The Promoter, on obtaining the NOC from AAI, has applied for Environmental Clearance to construct up to 50 floor and is awaiting the Environmental Clearance. The Promoter will thus after obtaining Environmental Clearance will revise the plant to construct upto 50th Floor.

- iv. The Allottee after fully understanding the scheme of development and being satisfied himself in respect thereof, Allottee hereby is aware the proposed development of the said property and will be considered as disclosure under Section 7 of MOFA and Section 14 of RERAw and will not object for change of permission for carrying out and implementing the scheme of development of full potential of the said property and right of the Promoter to make the alteration variation, amendment and modifications thereof and in the layout, plans and specifications thereof and for making additional construction, as may be deemed necessary by the Promoter in their sole and unfettered discretion. The Allottee, either in his personal capacity and/or in his capacity as one of the members of the Apex Body/s and/or Organisation shall not raise any dispute or objection to the Promoter and/or their nominees in implementing the scheme of development or making and effecting such additional construction on any ground whatsoever, including that of nuisance or annoyance etc, and they shall extend all co-operation, assistance and facilities to the Promoter in respect thereof at all times hereafter, even after entering into occupation of the said Apartment, and they shall not raise any dispute or obstruction or interfere with the benefits, rights, powers, discretions and authorities of the Promoter in relation to the said FSI, FAR, DR and TDR and the utilization, consumption and transfer of the same including the right of the Promoter to deal with or dispose of the same in such manner as the Promoter may deem fit. The Conveyance hereby envisaged for ultimately vesting the said property in favour of the organization as is hereby envisaged shall contain necessary covenants in favour of the Promoter in respect thereof.
- v. The Allottee hereby further agrees that after formation and registration of the Organisation and at all times thereafter, the Allottee as such member thereof shall extend all facilities to the Promoter for enabling them to exercise their aforesaid rights including for making such additional construction and they shall not raise any obstruction or interfere with the rights, powers and authorities of the Promoter in relation thereto, and also the revenue and/or income received or derived by the Promoter upon sale, transfer, lease or disposal of such entire additional construction and of such FSI, FAR, DR and TDR, and the Promoter shall be entitled to utilize and/or avail of power and water supply from connections, lines or storage tanks and other convenience and amenities for the aforesaid purposes and the Allottee hereby consents to the same.

The Allottee shall not demand any consideration or any concession from the Promoter for doing any additional work as aforesaid.

- vi. The location of amenities shown in the said plans are provisional amenities and the Promoter reserves his right to relocate the amenities and Allottee will not object the same. The terms and conditions of this agreement will be binding on the organization to be formed by the Apartment Allottees and this agreement is also deemed to have been executed between the Organization and also Promoter.
- vii. The Allottee will not do any acts, deeds and things whereby the Promoter's development right will get affected in any manner and indemnify the Promoter against any loss or damages the Promoter may suffer due to any act or omission of the Allottee or the Organisation.
- viii. The Promoter's Associate concern Annapurna Life Space LLP is constructing the housing complex known as "Aarambh" on the adjacent property and for better utilization of amenities the some of the amenities will be common with the said Aarambh and Occupants of Aarambh will be entitled to use some of the amenities within the Complex, similarly the Apartment Allottees will be entitled to use the amenities of said Aarambh subject to maintenance cost for amenities.

31. The Allottee hereto specifically declares and confirms that:

- a) The Allottee has inspected title deeds relating to the Said Property and has ascertained for himself the title of the Promoter to develop the Said Property and therefore Allottee shall not be entitled to further investigate the title and no requisition or objection shall be raised upon any matter relating thereto.
- b) The Allottee acknowledges and admit the allotment of the Car parking space to other allottees of the said Building and will not disturb such car parking space allotted by the Promoter to other allottees in the said building or said property and hereby undertake he or Organisation formed by the all Allottee will recognize and acknowledge such allotment and will not in any manner interfere with the use of such parking space any other Allottee.
- c) The said Apartment is not transferred to the Allottee on execution of this Agreement, but will be deemed to have been transferred on payment of entire consideration and all other charges and deposits as state in the Agreement, till the payment of entire amount Allottee expressly waive the charge u/s 55 of the Transfer of Property Act on the said Apartment for the amount paid by the Allottee.
- d) The Allottee is aware that facilities and amenities stated in the brochure, advertisement will not be provided to the Allottee unless same is part of the amenities listed in this Agreement.

32. It is an express, essential, vital and integral term and condition of this Agreement that:

- a. Promoter shall be entitled to make any variations, alterations, amendments or deletions to or in the said complex, buildings, layout, plans and specifications of the Apartment in the said buildings, relocating/realignment of the water, power, sewerage, telephone, gas and other service and utility connections and lines, overhead/underground tanks, pumps, open spaces, parking spaces, recreation areas, garden spaces and all or any other areas, amenities and facilities and/or varying the location of the access to the said buildings as they may deem fit in their sole and unfettered discretion or if the same is or are required to be done by the concerned local authorities;
- b. The Promoter will form one Organization of each building, but if for sake of convenience or for operational reason, Promoter may, in its sole and absolute discretion, form and register one or more Organisation comprising Allottees, of more than one building in the said Complex or for any wing/s of any buildings therein.
- c. It is clearly understood that no right/title/interest of the Allottees or any other person is being created hereby in the internal street. The Allottees and person/s claiming through him/them will merely have license to pass and re-pass from the Internal Street without any obstruction or hindrance from the Promoter subject to Allottees or respective organizations of the building contributing towards the maintenance of the infrastructure. It is further understood that no Organisation will have exclusive right over the internal street within the complex even after conveyance of the respective building excluding basement and podium to the Organisation. The right of way, will always be deemed to be integral right to all Organizations and no Organisation can for any reason claim exclusive right of way on any of the internal Street. The Promoter shall use the internal street within the complex to provide access to the Allottee/s alongwith the Allottees of other Apartment/shops/Garages etc in any other buildings adjoining to the said property, whether developed by the Promoter or anyone else.
- d. Till complete development of the **TOKYO BAY** Project and conveying the said property as stated herein, Promoter will have right of way through all internal roads and Allottees or the Organisation formed of the building thereon will not create any obstruction or hindrance to the Promoter to do construction on the said property and passing and re-passing from the said internal road.
- e. The Promoter are desirous of selling, transferring or otherwise allotting or disposing of Apartment, and other areas including gardens/terraces appurtenant to or adjoining or abutting and/or above certain Apartment in or around the said buildings on what is popularly known as ownership basis and/or otherwise and they are entering into separate agreement for sale, transfer and/or disposal thereof with various Allottees or transferees thereof;

33. The Allottee hereby agrees that:

- a. Till Transfer of the Said property and the said building is executed in favour of the Organisation or Apex Body, the Promoter shall be entitled to transfer, assign, allot, dispose of and/or sell in any manner it deems fit or proper the terraces, parking spaces, common and open areas to anybody for such price and on such terms and conditions as the Promoter deem fit. The Allottee/s along with the other Allottee or Organisation formed of the Allottees will recognize such agreement and right created by the Promoter and shall not raise or be entitled to raise any objection of whatsoever nature or kind.
- b. Until such time the conveyance of the Said property is executed in favour of the Apex Body/s as aforesaid the Allottee/s shall abide by the rules and regulations framed or to be framed at any time and from time to time and at all times by the Promoter and generally to do all and every reasonable act that the Promoter may call upon the Allottee to do or carry out.
- c. The Allottee shall not have claim or right on any part of the Said property and also to any part or parts of the said Building other than the said Apartment agreed to be taken by him. All open spaces, road, club house, garden, utility areas and common amenities, lobbies, staircases, terraces shall, remain the property of the Promoter until the whole property is assigned and transferred to the Organisation or Apex body as the case may be as herein mentioned but subject always to the rights, reservations, covenants and easements in favour of the Promoter as herein provided.
- d. The Promoter shall have absolute and exclusive right and authority to use, utilize and consume present and future F.S.I. and/or T.D.R., which will be made available to them, by the concerned local authorities and the Allottee/s shall not have or claim any rights and/or benefits of whatsoever nature in respect thereof. The Allottee will also not demand any consideration or any discount of any nature for use of TDR or FSI by the Promoter of the said property, in the manner as may be deemed by the Promoter.
- e. The Promoter is entitled to amalgamate said property with any other adjoining property and make integrated development of the said property alongwith such amalgamated property by using development potential of the said amalgamated property by constructing building on the said amalgamated property for consumption of development potential of the such amalgamated property
- f. The Promoter hereby gives express notice to the Allottee that some of the common areas and external facilities described hereunder written may be put up/provided by the Promoter on the said property or on any of the plots adjoining and/or being in the vicinity of the said property. In such an eventuality Promoter may enter into an agreement with owners of the such adjoining Property for use of such common areas and external facilities being used by the occupiers of the Apartment /Shops/Offices in

the building/s standing on the Said property. The Allottee hereby expressly agree/s not to raise any objection of whatsoever nature to any of the arrangement/s that may be arrived at in this behalf by the Promoter with any other Owner/Promoter.

- g. The Promoter shall install lightning arrestor as required under the rules and regulation for installation of lightning arrestor, if despite said installation of lightning arrestor Allottee or any person suffer loss, injury or damage to life or the property due lightning strike, Promoter will not in any manner be responsible or liable for such loss or damages.

34. The Allottee with an intention to bring all persons into whomsoever hands the said Apartment may come, doth hereby covenant with the Promoter as follows:

- a. To maintain the said Apartment at Allottee's own costs in good tenantable repair and condition from the date of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the said Building in which the said Apartment is situated or staircase or any passages which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the said Building in which the said Apartment is situated and/or the said Apartment itself or any part thereof;
- b. Not to store in the said Apartment any goods, which are prohibited under any law or which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Building or shall not carry or cause to be carried heavy packages in upper floors which may damage or likely to damage the staircase, common passages, or any other structure of the said Building including entrances of the said Building. In case of any damage is caused to the said Building due to any act or omission of Allottee or anyone on his behalf, it will be breach of this Agreement.
- c. To carry at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the said Building in which the said Apartment is situated or the said Apartment or which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority AND in the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and/or liable for the consequences thereof to the concerned local authority and/or other public authority.
- d. Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time, make or cause to be made any addition or alteration of whatsoever nature in or to the said Apartment or any part thereof nor any alteration in the elevation and outside colour scheme of the said Building in which the said Apartment is situated and shall keep the portion, sewers, drains pipes in the said Apartment and

appurtenances thereto in good tenantable repair and condition, and in particular so as to support, shelter and protect the other parts of the said Building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams walls, slabs or R.C.C. Purdis or other structural members in the said Apartment without the prior written permission of the Promoters and/or the Organisation as the case may be;

- e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Said property and the said Building in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Said property and the said Building in which the said Apartment is situated;
- g. Will not make any changes of whatsoever nature including shifting of the walls, doors, windows, bedrooms, kitchen, bathrooms, balconies, terrace, enclose balconies, flower bed, extending rooms, change floorings, plumbing systems, electrical wiring, sanitary systems and fix of grills or doing any work affecting and damaging the columns and/or beams of the building, or damaging the stability of the structure of the building.
- h. Will be responsible for damage to structure due to (i) installation of Air-conditioners on the external walls (ii) Loading of heavy luggage in the lift, (iii) damage to any portion of the neighbor's Apartment, or common area by drilling or hammering etc. and (iv) does not follow the conditions mentioned in the maintenance manual.
- i. Not to use the said Apartment or permit the same to be used for any purpose other than that permitted by the Promoter or for any purpose, which may or is likely to cause nuisance or annoyance to the occupiers of neighboring Apartment or for any illegal or immoral purpose, or in violation of any rules applicable thereto.
- j. Not to encroach upon or make use of any portion of the said Building not agreed to be acquired by him/her/them or keep any shoes racks, decorative material or chair or any other material in the lobby, landing stair case etc.
- k. Carry out along with other Allottee/s in the said Buildings, at their own costs, without holding the Promoter responsible or liable for, all repairs, additions and alterations in or to the said Building and the said Apartments may be required to be carried out hereafter by the Government, Gram Panchayat, Municipal Corporation or any other Statutory Authority.
- l. Not to change the external elevation facade or colour scheme of the said Building.

- m. Until all Apartments in the said Building are not separately assessed for Municipal taxes and other levies, pay his shares thereof.
- n. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority, on account of change of user of the said Apartment by the said Allottee/s viz. user for any purpose other than for residential/commercial purpose as the case may be.
- o. The Allottee/s shall not let, sub-let, transfer, assign or part with the Allottee/s interest, benefit of this agreement or part with the possession of the said Apartment until all the dues, payable by the Allottee/s to the Promoter under this agreement are fully paid up **and only if the Allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Promoter and obtain it's no objection till the Organisation is registered;**
- p. The Allottee shall observe and perform all the rules and regulations which the Organisation or Apex Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Apartment therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Organisation or Apex Body or regarding the occupation and use of Apartment in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses maintenance of the said Building and other outgoings in accordance with the terms of this agreement;
- q. Till Conveyance of building, excluding basement and podium the Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the said property and the said Buildings or any part thereof to verify and examine the state and condition thereof **and also for the purpose of repairing any part of the said Building and/or the said Apartment and/or for the purpose of repairing, maintaining, rebuilding, clearing and keeping in order and good condition all services, lift, pumps, drains, pipes, cables, water cover, gutter, wires and structures and other conveniences belonging to or used for the said Building and also for the purpose of laying down, maintaining, repairing and testing drainage gas and water pipes and electric wires etc. and for similar purpose and also for the purposes of cutting off the supply of water to the said Apartment or any other Apartment in case the Allottee/s or other Allottee/s shall have made any default in paying his/her/their share of water tax.**

35. MORTGAGE

A) The Allottee hereby declares and confirms that the Promoter has prior to the execution hereof, specifically informed the Allottee/s that:-

- i. The Promoter has mortgaged the said Larger property to Beacon Trusteeship Limited the Trustee to secure proposed loan by the Phoenix Arc Pvt. Ltd. (Phoenix).
- ii. The Promoter specifically reserve its right to discharge the said Mortgage and offer the said property as security to any other Bank/Financial Institution or any other person along with the construction there on or any part thereof (save and except the said Apartment), as security (including by way of a mortgage or charge) to any other credit/ financial institution, bank or other person/body, who has advanced or may hereafter advance credit, finance or loans to the Promoter and the Allottee/s has/have given and granted his/her/their/its specific and unqualified consent and permission to the Promoter for doing the same.
- iii. If Promoter exercise its right to mortgage the Said property to any other Bank/Financial Institution or any other person. If under the term of such mortgage, if future payments are required to be made to such other Bank/Financial Institution or any other person, the Allottee hereby undertake to pay such amount as be informed by the Promoter. The payment of all consideration as per the direction of the Promoter will discharge the Allottee of all amount paid by the Allottee.

B) The Allottee hereby declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that he shall, if and whenever requested by the Promoter hereafter in this regard, and within 7 (seven) days of receiving the Promoter's written intimation in this regard, sign, execute and give to the Promoter, and in such form as may be desired by the Promoter, any letter or other document recording his specific, full, free and unqualified consent and permission for the Promoter offering and giving the said property and/or the said buildings and/or the other buildings and structures proposed to be constructed on the Said property by the Promoter or any part there of (save and except the said Apartment), as security in the manner mentioned in sub-clause (b) hereinabove. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of the Allottee shall be of the essence of the contract, and that on the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by the Allottee herein, the Promoter has entered in to this Agreement.

36. The said complex shall always be known as **"TOKYO BAY"** and neither the Allottee herein nor the said Organization/Apex body, shall alter/change this name in any manner, without the prior written consent and permission of the Promoter. The Allottee hereby confirm/s and declare/s that the Promoter has prior to the execution here of specifically informed the Allottee that the Promoter, has conceived and coined said word, and is in the process of registering and promoting at

its sole costs and expenses, a trade / service mark being **“TOKYO BAY”**. It is hereby expressly clarified, agreed and understood that the Promoter alone shall have the entire right, title, benefit and interest in respect of the said trade/service mark, and neither the Allottee/s nor the said Organization/Apex Body, shall have any right, title, benefit or interest in respect of the same, and the Promoter alone shall be titled to use the same in any manner it deems fit and proper, including in respect of any other project undertaken by it, and neither the Allottee/s nor the said Organization/Apex Body, shall raise any dispute or objection in this regard.

37. The Allottee shall use the said Apartment and every part thereof or permit the same to be used only for the purpose of residence or such other purpose sanctioned by Local Authority and Planning Authority and on such terms and conditions imposed by such Authority and in accordance with the rules and regulations for the time being in force of such authority and also Organisation.

38. Nothing contained in this Agreement is intended to be nor shall it be construed to be a grant, demise or assignment in law or as conferring any right upon the Allottee/s in or to the said Apartment or any part of the said property. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies staircases, terraces recreation spaces,. Such conferment will take place only in favour of the proposed Organisation of the Allottees of all Apartments in the said Buildings and only upon execution of a Conveyance of the said building excluding basement and podium and Conveyance of the Said Property in favour of the Apex Body as hereinbefore mentioned.

39. Any delay, tolerance or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee 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 Allottee nor shall the same in any manner prejudice the rights of the Promoter.

40. It is agreed and understood by the Allottee that during the period of construction, the Allottee and/ or his/her family member/s or any other person/s on his/her behalf shall not enter the site and/ or building(s) till 30 days before the expected date of completion and any visit during this period by the aforesaid person/s shall be solely at the risk of the Allottee and the Promoter shall not be responsible and/ or liable for any untoward incident or accident. Also Promoter project staff is not accountable to respond to Allottee enquiries during the visit as the staff is expected to focus primarily on timely and quality construction.

41. The show Apartment, which, if shown at the time of booking, was just for the purpose of display to have firsthand visual experience of the Apartment,

for all prospective customer. The said show Apartment might also had interior decoration work, to enable the prospective customer to know proper utilization of the space. The intention of show Apartment is to give prospective customer firsthand experience of Apartment and optimal utilization of space and is not intended for any other purpose. The Apartment sold herein under this Agreement is without any interior fixtures and fittings as shown in the show Apartment, unless stated in this Agreement, Apartment will not be provided with those fixture, fitting and material as shown in the show Apartment.

42. WHOLE PROJECT

- i.** The said project Tokyo Bay is one project being constructed on the said Property admeasuring 24125 sq. mtrs.
- ii.** For approval of the said project under DC Regulation, for provision of mandatory amenities and facilities viz open space, Recreation Ground(RG), Sewerage Treatment Plant(STP) and all other facilities entire area of the said property is considered by the TMC. The amenities are provided for said property and located at different places within the said property and they are for benefit and enjoyment of all Apartment owners in the said complex known as Tokyo Bay and not for exclusive use by any of the occupants of any particular building.
- iii.** Even though Tokyo Bay is one project for all Government approvals, the Promoter is developing it in phases, under RERA each phase is required to be registered as a separate project. While taking into considerations, as a separate project for registration under RERA along with said Building, the Promoter is developing some of the amenities and facilities alongwith difference Phases of the Project as stated in the Fourth Schedule. Even though such amenities are developed with any particular phase of the project, they are not for exclusive use of any Apartment Owners of the said project, but are for use of all Apartment owners and occupants of said Tokyo Bay Project.
- iv.** The car parking spaces within the said project are allotted and designed after considering number of apartments in the entire project of all buildings. Therefore the Promoter is entitled to allot car parking space in any part of the whole complex, including under the stilt of any building. In the process of the allotment, the Promoter may also allot car parking space under any of the stilt parking space of any building, even if Apartment purchaser has not acquire an Apartment in said building but another building within the complex and the said car parking will be attached to the said Apartment. In case of the allotment of car parking in building other than building in which Apartment purchaser has acquired the Apartment, the organization of the said building may charge from such allottee reasonable amount towards the cost of maintenance of the said car parking space viz. electricity, cleaning and also property tax, if applicable. The Car Parking Space allotted to the Allottee will not be disturbed by the Organization of the

Allottee, under any circumstance and if required such allottee of Car Parking space will be made member of such Organisation with limited right.

43. INDEMNIFICATION BY THE ALLOTTEE

The Allottee shall indemnify and keep indemnified the Promoter and hold the Promoter harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses, liabilities (including its professional fees in relation thereto) whatever nature incurred or suffered by the Promoter directly or indirectly due (a) Any act and omission by the Allottee by making any change in the said apartment, which may damage the said building or any warranty/guarantee given for water proofing and thereby make the Promoter liable.(b) impair enforcement or preservation of any right of the promoter under this agreement.(c) any breach or default by the Allottee in performance of any or all of obligations under this agreement. (d) Any injury to any property or person or death of person howsoever arising related to use and occupation of the said premises, which is directly or indirectly result of negligence, act or omission of the Allottee or his agents, servants, tenants, guests, invitees or any person or entities under this control or (e) the Allottees non-compliance of any restrictions/instruction/manner for use and occupation of the said premises or any of the amenities/equipment within the said complex.

44. REGISTRATION AND STAMP DUTY

- a. The Allottee shall bear and pay the cost of registration and stamp duty payable on this Agreement as also any other document/s as may be required to be executed for duly recording the transaction hereby envisaged. The Allottee shall present this agreement at the proper registration office for registration within the time prescribed under the Registration Act and shall give a proper notice in this behalf to the Promoter whereupon the Promoter Representative will attend such office and admit execution thereof. It is specifically made clear that it is not responsibility of the Promoter to register this Agreement and Allottee will not hold Promoter liable for non-registration of this agreement and all consequences flowing from it.
- b. In addition to above charges, at the time of registration of conveyance of the said building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Organization on such conveyance or any document or instrument of transfer of the said Building. At the time of registration of conveyance of the said property, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the said property to be executed in favour of the Apex Body or Federation.
- c. In case of conveyance of building in favour of the Organisation and/or Conveyance of said property in favour Apex Body as the case may be if required to be executed before the disposal off all the Apartments by the Promoter in said project, the Promoter shall join in as the member of the

said Organisation. As and when such Apartments are sold, to the persons of the choice and at the discretion of the Promoter, the Organisation and/or Apex Body shall admit such Allottee/s as members of such Organisation without charging any premium or any other extra payment for the same save and except entrance fees.

- d. All costs, charges and expenses including but not limited to Stamp Duty, Registration Charges to be executed by the Promoter in respect of any documents for transferring said property and buildings in favour of the Organisation as well as the entire professional cost of the Advocates of the Promoter in preparing and/or approving all such documents shall be borne and paid by the Organisation or proportionately by the members of such Organisation. The Promoter shall not contribute any amount either for stamp duty, registration charges or any other amount towards such transfer even if the Promoter might have accepted membership of such an Organisation or Apex Body as is envisaged inter alia by the foregoing clause.
- e. If any further stamp duty is demanded by the Superintendent of Stamps or any other Authorities then paid on this agreement, the Allottee shall pay the said additional stamp duty and penalty / interest if applicable.

45. **BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from delivery of this agreement to the Allottee and secondly, pay stamp duty and registration charges and appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter.

46. This Agreement alongwith it schedule and annexure constitutes the entire agreement between the parties hereto, and supersedes terms and condition of application form, allotment letter all prior representations, inducements correspondence, arrangement, understanding or agreements oral or otherwise, between the parties with respect to the subject matter hereof. Allottee is specifically aware that all representation by advertisement in newspaper, brochure, leaflet, booklet, website were just made for promotion of the project and amenities disclosed therein are not part of this project unless specifically stated in the Schedule hereunder written and Allottee will not make any claim based on any advertisement made by the Promoter. No addition to, deletion of or deviation from the provisions of this Agreement shall be binding unless in writing and duly signed by the parties hereto. The terms of this agreement shall not be altered or added to nor shall anything be omitted from this agreement except by means of agreement in writing duly signed by the parties hereto.

47. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES**

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

48. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

49. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction and for protecting and preserving the right and interest of the Promoter or for securing the due fulfillment of the provision hereof on the part of Allottee. The Allottee further hereby agree and undertake on demand to do, execute and deliver and cause to be done, executed and delivered all acts, deeds, things, matters, documents, letters, writings and papers as may be reasonably required by the Promoter for further better and more perfectly protecting or preserving the rights and interest of the Promoter or for securing the due fulfillment of the provisions hereof on the part of Allottee.

50. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office and the Allottee at Thane after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Thane.

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

52. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified in this agreement. It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the

execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

53. In case of death or in case of incapacity of the Allottee (Due to any physical ailment or otherwise) Allottee hereby authorize Mr. _____ and Mr. _____ (Nominee) who are related as _____, as his /her nominee, who will be entitled to said Apartment. Promoter is entitled to deal with said nominees as authorized representative of the Allottees. The said Allottees if required pay the balance payment i.e. any amount unpaid and also be entitled for possession of the said flat. In case the Promoter deals with the nominees and handover the possession of the said flat to the Nominees. The Promoter will be indemnified against any costs, charge and expenses, that Promoter may suffer due to any claim by any persons as legal heirs/ representative of the Allottees and all such cost and expenses incurred by the Promoter will be a charge on the said Apartment.

54. JOINT ALLOTTEES

- a. That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
- b. In case of Joint Allottee and on death of one of the Allottee (Deceased Allottee), the parties hereby agree that remaining Allottees (Surviving Allottee) will be entitled to the said apartment. The Surviving Allottee will fulfill all obligations and liability under this agreement and will also be entitled for the benefit that may arise from this agreement.
- c. The parties further agreed that on payment of entire consideration by the Surviving Allottee, the Promoter will handover vacant and peaceful possession of the said Apartment to the Surviving Allottee. The handing over the possession of the said apartment to the Surviving Allottee will discharge the liability of the Promoter under this Agreement.
- d. The Surviving Allottee hereby further agrees to keep indemnified and hereby indemnifies and keep harmless the Promoter and/or its successors in title of, from and against any loss, damages, demand, action, dispute, claim, costs, charges and expenses of any nature suffered or sustained by the Promoter due to any claim made or which may hereafter be made on the said Apartment by any legal heir and representative of the Deceased Allottee and further agree to pay Promoter and/or its nominees and/or successors in title all cost, damages, charges and expenses arising due to claim of Deceased Allottee.

55. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

56. DISPUTE RESOLUTION

Any dispute between parties shall be settled amicably. If parties fail to settle the dispute amicably, then dispute will be referred to the Real Estate Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

57. GOVERNING LAW

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

58. Save as is expressly provided hereinabove, this agreement shall always be subject to the provisions of the Maharashtra Ownership (Regulation for Promotion of Construction, Sale, Management and Transfer) Act, 1963 and Real Estate (Regulation and Development) Act, 2016 and the Rules made thereunder and/or any other enactment and/or amendment thereof.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

First Property :

All that piece or parcel of Survey No. 20 Hissa No.1 admeasuring 2395 sq.mtrs out of 2740 sq.mtrs situate lying and being at village Vadavli, Taluka and Dist. Thane in the Registration District & Sub-District Thane and within the limits of Thane Municipal Corporation of the city of Thane.

Second Property:

All that piece or parcel of Survey No. 20 Hissa No.2B admeasuring 4080 sq.mtrs situate lying and being at village Vadavali, Taluka and Dist. Thane in the Registration District & Sub-District Thane and within the limits of Thane Municipal Corporation of the city of Thane.

Third Property:

All that piece or parcel of Survey No. 21 Hissa No. 9 admeasuring 3240 sq.mtr situate lying and being at village Vadavali, Taluka and Dist. Thane in the

Registration District & Sub-District Thane and within the limits of Thane Municipal Corporation of the city of Thane.

Fourth Property :

All that piece or parcel of Survey No. 22 Hissa No.5 admeasuring 2130 sq.mtr situate lying and being at village Vadavali, Taluka and Dist. Thane in the Registration District & Sub-District Thane and within the limits of Thane Municipal Corporation of the city of Thane.

Fifth Property:

All that piece or parcel of Survey No. 21 Hissa No.11A admeasuring 7840 sq.mtr situate lying and being at village Vadavali, Taluka and Dist. Thane in the Registration District & Sub-District Thane and within the limits of Thane Municipal Corporation of the city of Thane.

Sixth Property:

A: All that piece or parcel of Survey No. 22 Hissa No.1 admeasuring 1550 sq.mtr situate lying and being at village Vadavali, Taluka and Dist. Thane in the Registration District & Sub-District Thane and within the limits of Thane Municipal Corporation of the city of Thane.

B : All that piece or parcel of Survey No. 23 Hissa No.2/1 admeasuring 1060 sq.mtr situate lying and being at village Vadavali, Taluka and Dist. Thane in the Registration District & Sub-District Thane and within the limits of Thane Municipal Corporation of the city of Thane.

C: All that piece or parcel of Survey No. 23 Hissa No.3/1 admeasuring 1320 sq.mtr situate lying and being at village Vadavali, Taluka and Dist. Thane in the Registration District & Sub-District Thane and within the limits of Thane Municipal Corporation of the city of Thane.

D: All that piece or parcel of Survey No. 23 Hissa No.4 admeasuring 660 sq.mtr situate lying and being at village Vadavali, Taluka and Dist. Thane in the Registration District & Sub-District Thane and within the limits of Thane Municipal Corporation of the city of Thane.

PROJECT LAND

Project Land :- The Part of the said property admeasuring 604.10 sq.mtr bearing 1) Survey No. 21/9 and 21/11A and shown in the annexure ___ bound as under :-

Towards South :-

Towards North :-

Towards East :-

Towards West :-

THE SECOND SCHEDULE ABOVE REFERRED TO

Residential Apartment No. _____ on _____ floor (consisting of Living Room, Kitchen, ____ Bed Room) admeasuring _____sq. mtr. carpet area, alongwith appurtenant area of _____ sq.mtr enclosed Balcony, _____ sq.mtr deck/balcony, in the Building No. **B1** known as “**Mirai**” being constructed on the said property.

THE THIRD SCHEDULE ABOVE REFERRED TO

INTERNAL SPECIFICATIONS IN THE SAID APARTMENT

- 1) 600 x 600 mm vitrified tiles flooring in all rooms
- 2) 2' high Dado Above kitchen platform
- 3) Granite kitchen platform with single bowl SS sink (without drain Board)
- 4) Toilet with ceramic tiles for flooring and Dado upto lintel level
- 5) Both Side prelamminated Flush doors for bedroom and Main door with WPC frames
- 6) CP fitting in all toilets
- 7) Sanitary fitting in all toilets
- 8) Concealed wiring with modular electrical switches
- 9) Acrylic emulsion paint on internal walls /ceiling
- 10) Cement paint on external walls.
- 11) Passenger lift (2nos) and Stretcher lift (1 no)

Disclaimer:- The Promoter have sole discretion to choose the Brand/Type/Model/Material, the Allottee will not have any right to insist upon particular equivalent Brand/Type/Model/Material. All the material will be subject to availability in the market. Further if due to change in trend to use any particular material, type, colour etc Promoter at its sole discretion has right to change the same. Natural material like stone, marble, wood will not have same texture and varies and at time it does not bound properly with the wall, the Allottee will not hold Promoter responsible for unbounding or uniformity of the natural material.

THE FOURTH SCHEDULE ABOVE REFERRED TO

A.) Description of the common areas provided:

Sr. No.	Types of Common areas provided	Proposed Date of Occupancy Certificate	Proposed date of handover for use	Size/area of the common areas provided	Phase Name Number
1	Gymnasium	Already provided	Already provided	116.42 SQ.MT.	2A
2	Indoor games	Already provided	Already provided	71.34 SQ.MT.	2A
3	Multi-Activity	Already	Already	36.56 SQ.MT.	2A

	Room	provided	provided		
4	Recreation Garden	Already provided	Already provided	RG-1 - 1553.90 SQ.MT.	2A

B.) Facilities/ amenities provided to be provided within the building including in the common area of the building:

Sr. No.	Types of facilities/ amenities to be provided	Phase Name Number	Proposed date of Occupancy Certificate	Proposed date of handover for use	Size/area of the common areas provided	FSI Utilisation or Free of FSI
1	Lift lobby	2B			1.5m. wide	FSI utilisation
2	2nos. Staircase	2B			1.5 m. wide	FSI utilisation
3	3nos.Passenger Lift, 1-fire man lift	2B			2.10 x 2.20 & 3.00 x 2.00	Free of FSI
4	Refuge area	2B			36.147 sq.mt.	Free of FSI

C) Facilities/ amenities provided/to be provided within the Layout and/or common area of the Layout:

Same as above table -A.

D.) The size and the location of the facilities/ amenities in form of open spaces (RG / PG etc.) provided / to be provided within the plot and / or within the layout.

	Types of Opens space RG/PG to be provided	Phase Name/ Number	Size / area Open Space to be provided	Proposed date of availability for use.	Proposed date of handing over to the common organization
1	RG-1	2B	1553.897 sq.mt.		
2	RG-2	2B	688.662 sq.mt.		
3	RG-3	2B	404.911 sq.mt.		
4	RG-4	2C	415.482 sq.mt.		
5	RG-5	2C	1138.186 sq.mt.		
6	RG-6	1	632.556 sq.mt.		
7	RG-7	1	334.757 sq.mt.		
8	RG-8	1	393.093 sq.mt.		

E.) Details and specifications of the lifts:

Sr.No.	Type Lift (passenger/ service/ stretcher/goods/ fire evacuation/ any Other	Total no of lifts Provided	Number of passengers or carrying capacity in weight(kg)	Speed (Mtr/Sec)
1	Passenger lift	3nos.	12nos. each	2.50
2	Fire man lift	1no.	15nos.	2.50

COMMON SEAL OF THE withinnamed)
 PURANIK TOKYO BAY PRIVATE LIMITED (Formerly)
 Known as SAI PUSHP ENTERPRISES) was)
 hereunto affixed pursuant to the Resolution)
 passed by its Board of Directors in its meeting held)
 onin the presence of Managing Director,) **For PURANIK TOKYO BAY**
PRIVATE LTD.

Mr. Shailesh Gopal Puranik or)
 Mr. Yogesh Govind Puranik who has)

In token of the affixation of the) **DIRECTOR**
 common seal hereunto set his heads)

in the presence of

- 1.
- 2.

SIGNED AND DELIVERED by the)
 withinnamed "THE ALLOTTEE/S")

_____)

_____)

in the presence of

- 1.
- 2.

Received on the day and year first)
 hereinabove mentioned the aforesaid)
 sum of Rs. _____/- in Cash /)
 by Cheque / Draft No. _____)
 dated _____ drawn on the _____)
 _____ Bank)
 _____ Branch, before execution of)
 this agreement)

_____/-

We SAY RECEIVED

For PURANIK TOKYO BAY PRIVATE
 LIMITED (Formerly Known as SAI PUSHP
 ENTERPRISES)

(Director)

Housiety.com
 Draft Without Prejudice