

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“this Agreement”) is executed at the place and on the date as mentioned in the **Second Schedule** hereunder written.

BETWEEN

DHRUVA WOOLLEN MILLS PVT. LTD, (Permanent Account No. AAACD3893P), company incorporated under the Companies Act, 1956 and having its registered office at 5th Floor, Runwal & Omkar Esquare, Opp. Sion-Chunabhatti Signal, Sion (East), Mumbai - 400 022 represented by its Authorized Signatory as mentioned in the **Second Schedule** pursuant to the Board Resolution detailed in the **Second Schedule** hereunder written hereinafter referred to as the “**Promoter**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns) of the **ONE PART**;

AND

THE ALLOTTEE (mentioned in the **Second Schedule** hereunder written), (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual, his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company, its successors and permitted assigns) of the **OTHER PART.**

WHEREAS:

- A. Vide and under certain agreements/conveyances, the Promoters are owned and/or well and sufficiently entitled to all that part and parcels of land admeasuring about 57,130 square meters in the aggregate, situated at Village Chitalsar Manpada, Taluka Thane, District Thane comprising of two adjacent contiguous parcels of land more particularly described as “**said Property-I**” and “**said Property –II**” in Part-I and Part-II respectively of the First Schedule hereunder written. The said Property-I and said Property-II are collectively referred to as “**said Property**”. Below is the brief detail of acquisition by the Promoter of the said Property which is presently being developed.
- B. Originally, Gram Panchayat, Chitalsar Manpada was the owner and seized and possessed of and/or well and sufficiently entitled to *inter-alia* land bearing Gat No. 2 (Part) of Village Chitalsar Manpada, Taluka Thane, District Thane being the said Property-I as more particularly described in the “**First Schedule Part I**” hereinbelow.
- C. The Additional Collector, Thane vide its order bearing no. CB/LBP-SR-2010 dated January 3, 1961, permitted the Sarpanch, Village Panchayat Chitalsar Manpada to transfer the land bearing Gat No. 2 (part)

admeasuring 6 Acres 20 Gunthas under Section 55 of the Village Panchayat Act, 1958 to Bharat Pulverising Mills Private Limited (“BPMPL”) on the terms and conditions contained therein.

D. By and under a Sale Deed dated January 9, 1961, duly registered with the office of Sub-Registrar of Assurances, Bombay under Book No.689 at page 199 to 207, the Gram Panchayat Village Panchayat Chitalsar Manpada sold, transferred, conveyed and assigned land bearing Gat No. 2 (part) admeasuring 6 Acres 20 Gunthas of Village Chitalsar Manpada, Taluka Thane, District Thane to BPMPL for the consideration and on the terms and conditions as more particularly contained therein.

E. Vide an order bearing no.RB-V-LBP-2019 dated August 26, 1964, the Collector, Thane permitted the Sarpanch, Village Panchayat Chitalsar Manpada to transfer additional land admeasuring 2 Acres 30 Gunthas bearing Gat No.2 (part) of Village Chitalsar Manpada, Taluka Thane, District Thane to Pesticides Limited on the terms and conditions contained therein.

F. The aforesaid Order dated August 26th, 1964 states that:

- (i) upon conducting physical survey and measurement of the land which was conveyed to BPMPL vide the Sale Deed dated 9th January 1961, it was found that the actual area of the land transferred to BPMPL is admeasuring 9 Acres 10 Gunthas instead in place of 6 Acres 20 Gunthas and BPMPL was in possession of additional land admeasuring 2 Acres and 30 Gunthas. Thus, BPMPL made an application for grant of additional land admeasuring 2 Acres 30 Gunthas bearing Gat No.2 (part) of Village Chitalsar Manpada, Taluka Thane, District Thane.
- (ii) The name of BPMPL was changed to Pesticides Ltd.
- (iii) The Government of Maharashtra, Industrial and Labour Department, vide its letter bearing no. IDN-1062/23492 IDN I dated April 16, 1964, confirmed that the Government has no objection to allow the aforesaid land admeasuring 2 Acres 30 Gunthas to be granted to Pesticides Ltd.

G. By and under a Sale Deed dated November 14, 1964, duly registered with the Sub-Registrar of Assurances at Thane under serial no.1487 of 1964, the Village Panchayat, Chitalsar Manpada sold, transferred, conveyed and assigned land bearing Gat No. 2 (part) admeasuring 2 Acres 30 Gunthas to Pesticides Limited for the consideration and on the terms and conditions contained therein.

H. It appears that it was erroneously recorded in the order bearing no.RB-V-LBP-2019 dated August 26, 1964, that the name of BPMPL was changed to Pesticides Ltd. Pesticides Ltd was a public joint stock entity promoted by BPMPL and as such BPMPL had obtained the order/s from the Collector and also acquired the land for Pesticides Ltd (now known as P.B Global Ltd), as recorded in the aforesaid Sale Deed dated 14th November 1964.

I. The Collector, Thane vide its order bearing no. CB/LBP-SR-2010 dated December 18, 1964, has confirmed that Pesticides Limited has been allowed to purchase total land admeasuring 9 Acres 10 Gunthas out of the land bearing Gat No.2 (part) of Village Chitalsar Manpada, Taluka Thane, District Thane.

J. By and under a Sale Deed dated March 2, 1966, registered with the Sub-Registrar of Assurances at Bombay under serial no.917 of 1966, BPMPL sold, transferred, conveyed and assigned land bearing Gat No.2 (part) admeasuring 6 Acres 20 Gunthas in favour of Pesticides Ltd for the consideration and on the terms and conditions contained therein.

K. The name of Pesticides Limited was changed to Pesticides & Brewers Limited and accordingly the Registrar of Companies issued a certificate of change of name dated 29th January 1971 in respect thereof.

L. Thereafter name of Pesticides & Brewers Ltd was changed to P.B Global Ltd and accordingly the Registrar of Companies issued a certificate of incorporation dated 10th August 2016 in respect thereof.

M. Thereafter, land bearing Gat No. 2 (pt) admeasuring 9 Acres 10 Gunthas was sub divided and assigned Gat Nos. 2/2 and 2/5 of Village Chitalsar Manpada, Taluka Thane, District Thane admeasuring in

aggregate 9 Acres and 10 Gunthas equivalent to 37,400 square meters or thereabouts being the “**said Property-I**” as more particularly described in the **First Schedule Part-I** hereunder written and the name of P.B Global was recorded as owner thereof in the revenue records.

- N. Thus, in the premises stated above, P. B Global Limited became owner and well and sufficiently entitled to and seized and possessed of the said Property-I.
- O. The Collector, Thane, vide its order dated April 1, 2022, converted the tenure of the said Property-I from Class-II Occupancy to Class-I Occupancy on payment of conversion premium/charges and on the terms and conditions contained therein.
- P. By and under a Deed of Conveyance dated March 31, 2022, registered on 5th April 2022, with the Sub-Registrar of Assurance under Serial no. TNN2-7863 of 2022, P B Global Limited sold, transferred and conveyed said Property-I in favour of Dhruva Woollen Mills Pvt. Ltd., the Promoter herein, for the consideration and on the terms and conditions contained therein.
- Q. Simultaneously with execution of the aforesaid Deed of Conveyance, P B Global Limited also executed a Power of Attorney dated March 31, 2022, registered on 5th April 2022 with the Sub-Registrar of Assurances at Thane under Serial No. TNN2-7867 of 2022 in favour of the Company to perform various acts, deeds, matters and things in relation to the said Property-I as more particularly contained therein.
- R. By a Deed of Rectification dated July 8, 2022, registered with the Sub-Registrar of Assurances under Serial No. TNN2-15652 of 2022, P B Global Limited and Dhruva Woollen Mills Pvt. Ltd, rectified the aforesaid Deed of Conveyance of said Property- I recording therein that the said Property-I had been assigned CTS Nos. bearing CTS Nos. 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486, 1487 and 1666 and aggregate area of the said Property-I admeasures 38,335.10 square metres instead of 37,400 square metres and such other the terms and conditions as more particularly contained

therein.

- S. With regard to the said Property –II, originally one Abdul Gafoor Badruddin Varekar was the owner of and/or well and sufficiently entitled to and seized and possessed of all that piece and parcel of the land bearing Gat Nos. 7/1 and 7/2 of Village Chitalsar Manpada, Taluka Thane, District Thane admeasuring in aggregate 4 Acres and 35 Gunthas equivalent to 19,730 square metres or thereabouts as more particularly described in the "**First Schedule Part – II**" hereunder written.
- T. The Assistant Collector, Thane vide its order bearing no. TNC/SR/677 dated January 22, 1965, permitted Abdul Gafoor Badruddin Varekar to sell and transfer the said Property-II to P B Global Limited (then known as Pesticides Limited) under Section 63 of the Bombay Tenancy and Agriculture Lands Act, 1948 (now known as Maharashtra Tenancy and Agriculture Lands Act, 1948) ("**MTAL Act**") read with Rule 36 of Bombay Tenancy and Agriculture Lands Rules, 1956 (now known as Maharashtra Tenancy and Agriculture Lands Rules, 1956) ("**MTAL Rules**") for non-agriculture use for industrial purposes on the terms and conditions contained therein.
- U. By and under a Sale Deed dated March 10, 1965, registered with the Sub-Registrar of Assurances at Thane under serial no. THN-270 of 1965, Abdul Gafoor Badruddin Varekar sold, transferred, conveyed the said Property-II to Pesticides Limited (now known P B Global Limited) for the consideration and on the terms and conditions contained therein.
- V. Thus, in the premises, P. B Global Limited became owner and/or well and sufficiently entitled to and seized and possessed of the said Property-II.
- W. By and under a Deed of Conveyance dated March 31, 2022, registered on 5th April 2022 with the Sub-Registrar of Assurance under Serial no. TNN2-7864 of 2022, PB Global Limited sold, transferred and conveyed said Property-II in favour of Dhruva Woollen Mills Pvt. Ltd for the consideration and on the terms and conditions contained therein.

X. Simultaneously with execution of the aforesaid Deed of Conveyance, PB Global Limited also executed a Power of Attorney dated March 31, 2022, registered on 5th April 2022 with the Sub-Registrar of Assurances at Thane under Serial No. TNN2-7868 of 2022 in favour of Dhruva Woollen Mills Pvt. Ltd. to perform various acts, deeds, matters and things in relation to the said Property-II as more particularly contained therein.

Y. By and under an Agreement for Sale dated March 31, 2022, registered on 5th April 2022 with the Sub-Registrar of Assurance under Serial no. TNN2-7862 of 2022, executed between P.B. Global Limited and the Promoter herein, it has been agreed that P.B Global Ltd shall sell, transfer and convey a third parcel of land (adjacent and contiguous to Said Property –I and said Property –II) bearing Gat No. 1/1/A, 1/4/B, 1/5, and 1/6/C of Village Chitalsar Manpada, Taluka and District Thane admeasuring in aggregate 6 Acres and 34 Gunthas equivalent to 27,728 square meters or thereabouts in favour of the Promoters herein for the consideration and on the terms and conditions contained therein (“**Additional Property**”).

Z. Simultaneously with execution of the aforesaid Agreement for Sale, PB Global Limited also executed a Power of Attorney dated March 31, 2022, registered on 5th April 2022 with the Sub-Registrar of Assurances at Thane under Serial No. TNN2-7866 of 2022 in favour of Dhruva Woollen Mills Pvt. Ltd., the Promoter herein to perform various acts, deeds, matters and things in relation to the said Additional Property as more particularly contained therein.

AA. Upon execution of conveyance of the Additional Property as stated hereinabove, the Promoter shall be entitled to amend the existing layout of the said Property and/or such modification/s thereof, to include the development and construction on the Additional Property alongwith the said Property. The said Property-I, said Property-II and the Additional Property is collectively referred to as the “**Larger Property**”.

BB. The 7/12 extracts of the said Property-I, Property-II are annexed and marked as **Annexure “A”** hereto.

CC. The title of Promoter with respect to the said Property-I is clear, marketable and free from all encumbrances and Certificate of Title dated 4th August 2022 is issued by DSK Legal in respect thereof. The copy of the said Certificate of Title dated 4th August 2022 is annexed hereto and marked as **Annexure “B”**.

DD. The Promoter has obtained the approvals for carrying out construction on the said Property as a layout development for mixed use in a phase-wise manner as per the permissions/approvals granted/ to be granted by the concerned authorities from time to time by consuming such FSI/TDR as may be available in any form, from time to time, upon the said Property including any additional FSI/TDR as may become available due to change in the applicable law or policy of Thane Municipal Cooperation (TMC), or otherwise, on any other portion of the land comprising the said Property, as the case may be including any amendments/modifications thereto as may be permissible under law from time to time (“**present Layout**”). The Promoter shall upon conveyance of the Additional Property, become entitled to amend the present Layout to include the development potential of the Additional Property and thereupon develop and construct on the Larger Property (**Master Layout**). The present Layout has been uploaded on <https://maharera.mahaonline.gov.in>. In relation to this, the Promoter is/ shall be entitled to amend, alter, modify and/or substitute the present Layout/Master Layout, in full or in part, as may be required/ permissible including due to any change in the applicable law from time to time.

EE. Pursuant to above, the Promoter is in receipt of approvals for construction on the said Property as per the permissions/approvals granted/ to be granted by the concerned authorities from time to time.

FF. It is clarified that the Promoter will be entitled to develop, transfer, dispose of, use, operate, manage and otherwise monetise the Project (as defined hereinafter) and other developments on the said Property in the manner it deems fit and proper and the Allottee will have no right to raise any objection/dispute with regard thereto. The Promoter, at its sole discretion, shall be entitled to formulate such rules and regulations or

impose such terms and conditions as may be necessary for the use and operation of the aforesaid development as it may deem fit and proper.

GG. There is presently access to the said Property from a portion of the Additional Property, subject to any modification in respect thereof by the Promoter (“**the said Access**”). The Allottee shall not raise any dispute and/or objection with respect to the same nor will the Allottee demand or request for the same to be changed or modified in any manner whatsoever.

HH. The Allottee is informed that there may be several open and green spaces and amenities within the said Larger Property, however, the Allottee will be entitled to use and access only those open and green spaces as shall be made available for the “Whole Project Common Areas and Amenities” (as defined hereinafter) as may form part of/ be located on the said Property/Larger Property and will not use or access any other.

II. It is further clarified that the Area/s under Reservation on the Larger Property may get altered/changed/revised as per the amendment in plans/regulations from time to time. The Allottee shall not raise any dispute and/or objection with respect to the same against the Promoter.

JJ. The Promoter shall be entitled to designate any spaces/areas in the Whole Project (including on the terrace and at basement levels of Residential Buildings comprised in the Whole Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructures such as cables, pipes, wires, meters, antennae, base sub– stations, towers etc.

KK. The scheme and scale of development proposed to be carried out by the Promoter on the Larger Property will be as set out in the Master Layout, as amended and approved by the concerned authorities from time to time.

LL. The Promoter shall be entitled to put hoarding/boards of their Brand Name or such other hoardings/boards for advertisement purposes in the form of Neon Signs, MS Letters, Vinyl & Sun Boards on the said Larger Property and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed on the said Property from time to time, at all times. The Promoter shall also be entitled to place, select, decide hoarding/board sites and be entitled to a full and free unconditional right of way and means and access to such place or places for the purpose of repair, maintenance, painting or changing the logo/ signs. The Allottee confirm that they shall not object to the same.

MM. The Promoter shall be entitled to confer title as mentioned at Clause 18 and 20 hereinbelow.

NN. The details of formation of the Society/Apex Body/ Federation to be formed by and consisting of the respective individual organisations formed in respect of various buildings constructed/to be constructed on the said Property/Larger Property or such part thereof to maintain, administer and manage the Residential Buildings thereon (“**Federation**”) and conferment of title upon the Federation with respect to the said Property and/or the Larger Property or such part thereof and/or all common areas, facilities and amenities, basements, podiums and other spaces and areas thereon are mentioned at Clauses 19 and 20 herein below.

OO. As per the statutory approvals, the Promoter is presently required to hand over certain stipulated percentage of the said Property (in addition to Area under Reservation) to the concerned authorities as reservations and/or to develop the same as public amenities. The Promoter shall determine and identify the portion and location of the same on the said Property to be handed over for complying with the terms and conditions of statutory approvals. The portion of the said Property /Larger Property or such part thereof remaining in balance after handing over the stipulated percentage/ reservations if any, to the TMC or any other statutory, local or public bodies or authorities and/or after developing public amenities, alone would be available for transferring and/or conveying to the Federation.

PP. The nature of development of the said Property will be residential/commercial use development as may be permissible under applicable law from time to time and shall be carried out in a phase wise manner.

QQ. The Promoter would be entitled to amalgamate/aggregate any contiguous land parcel with the Larger Property/said Property/ Project Property, as provided under the Proviso to Rule 4(4) of the RERA Rules (defined below).

RR. The Promoter will be entitled to develop the said Property/Larger Property by itself or in joint venture with any other person or entity and will also be entitled to mortgage and charge the Larger Property/said Property/Project Property and the structures to be constructed thereon from time to time.

SS. The Promoter shall be developing the Whole Project on the said Property/ Larger Property or such part thereof. Out of the Whole Project, the Promoter is presently in the process of developing and constructing a residential building/tower known as "**25Hourlife-Tower B1**" ("Project Building"), on a portion of the said Property admeasuring about 1553 sq. meters (plinth area) ("hereinafter referred to as the **Project Property**") as more particularly described in the **First Schedule - Part III** hereunder written.

TT. The Project Building is proposed as a "real estate project" by the Promoter known as "**25Hourlife- Tower B1**" and has been registered as a 'real estate project' ("the Project") with the Real Estate Regulatory Authority ("Authority"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("RERA Rules"). The Authority has duly issued a Certificate of Registration bearing No. **P51700048270** dated **22/12/2022** ("RERA Certificate") and a copy of the RERA Certificate is annexed and marked as **Annexure "C"** hereto.

UU. In addition to the Project Building, the Promoter shall also be entitled to construct additional buildings for residential/commercial purposes on the said Property/ Larger Property or such part thereof. The Project Building and the aforesaid additional buildings are hereinafter collectively referred to as the “**said Buildings**”. The said Buildings including its amenities and open spaces will be constructed on the said Property /Larger Property or such part thereof / (after deduction of reserved areas allotted/to be allotted to various authorities). The said Buildings alongwith common amenities and facilities to be provided/ constructed on the said Property/ Larger Property or such part thereof is hereinafter collectively referred to as (“**the Whole Project**”). The aforesaid area of the said Property/Larger Property may undergo variation as per the amendment in plans to be determined by the Promoter and as may be approved by the concerned authority/ies from time to time. The Allottee undertakes not to raise any dispute and/or object to the same.

VV. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates, Planning and Architectural consultants, as deemed fit. The Allottee has agreed and consented to the development of the said Property/Larger Property or such part thereof in a phase-wise manner. The Allottee has also examined all documents recited hereinabove and the documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

WW. The principal and material aspects of the development of the Project as sanctioned under the RERA Certificate, are briefly stated below:

- (i) The name of the Project shall at all times be known as “**25HOURLIFE- Tower B1**”. The Project shall consists of 1 (one) residential building namely Tower-B1 (**Project Building**).

- (ii) The details of the Project Building are as specified in the **Third Schedule** hereunder written.

- (iii) The Project shall comprise units/premises consisting of apartments and flat/s and tenement/s as per the details provided on RERA website;
- (iv) The Promoter will develop certain common areas and amenities as part of the Project. The common areas and amenities provided in the Project for the benefit of the allottees of the Project are listed in the **Fourth Schedule - Part I** hereunder written (“**Project Common Areas and Amenities**”).
- (v) The Promoter may develop certain common areas and amenities on portions of the said Property/Larger Property or such part thereof which may be utilised by the Allottee as well as the other allottees of the Whole Project, more particularly listed in the **Fourth Schedule – Part II** hereunder written (“**Whole Project Common Areas and Amenities**”).
- (vi) The Promoter shall be entitled to put hoarding/boards of their Brand Name or such other hoardings/boards for advertisement purposes in the form of Neon Signs, MS Letters, Vinyl & Sun Boards on the said Property/Larger Property and/or the Project and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed thereon from time to time, at all times. The Promoter shall also be entitled to place, select, decide hoarding/board sites and be entitled to a full and free unconditional right of way and means and access to such place or places for the purpose of repair, maintenance, painting or changing the logo/ signs. The Allottees confirm that they shall not object to the same.
- (vii) The Promoter shall be entitled to designate any spaces/areas in the Project (including on the terrace and/or at the basement levels of the Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee and other allottees of apartments/flats in the Project. Such designation may be undertaken by the Promoter on lease, leave and license

basis and/or any other method as deemed fit and proper. For this purpose, the Promoter may lay and provide the necessary infrastructures such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.

- (viii) The details of formation of the Society and conferment of title upon the Society with respect to the Project, are more particularly specified in Clauses 17 and 18 below.
- (ix) The TMC has sanctioned/ approved the building plans of the Project dated 19/10/2022 and has also issued a Commencement Certificate (“CC”) vide **V.P.No.S05/0218/22/TMC/TDD/4229/ 22** dated **19/10/2022**. Copy of the Permission/ CC is annexed hereto and marked **Annexure “D”** hereto. Approvals/ Commencement Certificate as and when sanctioned/amended by TMC from time to time with respect to the Project, shall be uploaded on RERA website.

The above details along with the RERA Certificate, are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.

- XX. The Allottee/s is/are desirous of purchasing residential premises forming part of the Project (hereinafter referred to as “**the said Flat/Premises**”), details whereof are more particularly described in the **Second Schedule** hereunder written.
- YY. The Promoter has entered into standard agreement/s with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.
- ZZ. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the Project Buildings and the Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacements/ substitutes thereof) till the completion of the Project.

AAA. The Promoter has the right to sell the said Premises in the Project to be constructed by the Promoter and to enter into this Agreement with the Allottee of the Premises and to receive the sale consideration in respect thereof.

BBB. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Larger Property and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under RERA and the Rules and Regulations made thereunder, including *inter-alia* the following: -

- (i) All approvals and sanctions issued by the competent authorities for the development of the Project and Whole Project including layout plans, master plan, approved plans, building plans, floor plans, change of user permissions, C.C., Parking Plans, MOEF EC, etc. and such other documents as required under Section 11 of RERA;
- (ii) All title documents by which the Promoter has acquired the right and entitlement to develop the said Property;
- (iii) All the documents mentioned in the Recitals hereinabove;
- (iv) Certificate of Title dated 4th August 2022 is issued by DSK Legal with respect to the said Property-I. ("Title Certificate"), certifying the right/entitlement of the Promoter, a copy whereof is annexed hereto and marked as **Annexure "B"**; and
- (v) The certified true copies of the 7/12 Extracts of said Property-I and Property-II are annexed hereto and collectively marked as **Annexure "A"**.

CCC. The copy of the approved floor plan of the said Premises (“**the said Approved Floor Plan**”) is annexed and marked as **Annexure “E”** hereto. The copy of the proposed floor plan of the said Premises is also annexed and marked as **Annexure “E-1” hereto (“the said Proposed Floor Plan”)**. The said Approved Floor Plan and Proposed Floor Plan are uploaded on RERA. The Allottee is aware that the Promoter is in the process of getting the Proposed Floor Plan sanctioned/approved from concerned authority. The Allottee has checked, confirmed and accepted the said Proposed Floor Plan and undertakes not to raise any dispute with regard thereto. The Allottee further agrees and confirms that the Promoter shall not be required to obtain any further consent of the Allottee in respect thereof.

DDD. While sanctioning the plans, approvals and permissions as referred to hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project and upon due observance and performance of which only, the Occupation Certificate in respect of the Project shall be granted by the competent authority.

EEE. Further, (i) the requisite approvals and sanctions, for development of the Project from the competent authorities are obtained and/or are being obtained, and (ii) all approvals and sanctions from other relevant statutory authorities as may be required for development of the Project are applied for and/or in process of being obtained and/or obtained by the Promoter. The Promoter has accordingly commenced construction of the Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.

FFF. Prior to execution of this Agreement, the Allottee has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Project Property and the said Property/Larger Property and such title being clear and marketable; (ii) the approvals and permissions (including plans and CC) obtained till date and (iii) the Promoter’s entitlement to develop the Project Property

and the Project and to construct the Project thereon as mentioned in this Agreement and applicable law and to sell the Premises therein. The Allottee undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm(s) that the Allottee has/have the financial capability to consummate the transaction.

GGG. The carpet area of the said Premises as defined under the provisions of RERA, is mentioned in the **Second Schedule** hereunder written.

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

III. The Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoter, the said Premises upon the terms and conditions mentioned in this Agreement and at or for the price more particularly mentioned in the **Sixth Schedule** hereunder written (“**Sale Consideration**”) payable by the Allottee to the Promoter in the manner set out in the **Sixth Schedule** hereunder written. Prior to the execution of these presents, the Allottee has paid to the Promoter part payment of the Sale Consideration of the said Premises as more particularly mentioned in the **Sixth Schedule** hereunder written, (the payment and receipt whereof the Promoter does hereby admit and acknowledge).

JJJ. Under Section 13 of RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee i.e. this Agreement and is also required to register this Agreement under the provisions of the Registration Act, 1908.

KKK. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase and acquire, the said Premises alongwith the allotment of the car parking space on the specific terms and conditions as set out herein below.

A. The list of Annexures attached to this Agreement are stated hereinbelow:-

| | |
|---------------|--|
| Annexure “A” | Copies of 7/12 Extract |
| Annexure “B” | Copy of Certificates of Title issued by DSK Legal dated 4 th August 2022 |
| Annexure “C” | Copy of Project Registration Certificate issued by RERA |
| Annexure “D” | Copy of Commencement Certificate dated 19/10/2022 bearing No. S05/0218/22/TMC/TDD/ 4229/22 |
| Annexure “E” | Approved Floor Plan |
| Annexure “E-1 | Proposed Floor Plan |

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same have been set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA or this Agreement.
2. The Promoter shall construct the Project comprising of a residential building being the Project Building to be known as “**25Hourlife - Tower B1**” consisting of such floors as described in the **Third Schedule** hereunder written, in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the TMC from time to time. The Project shall have the Project Common Areas and Amenities and the Whole Project Common Areas and Amenities that may be usable by the Allottee as listed in the **Fourth Schedule Part I and Fourth Schedule Part-II** respectively hereunder written.

PROVIDED THAT the Promoter may have to obtain prior consent in writing of the Allottee in respect of any variations or modifications which

may adversely affect the said Premises of the Allottee, except, any alteration or addition required by any Government authorities, or, due to change in law, or any change as contemplated by any of the disclosures already made to the Allottee.

3. Purchase of the Premises and Sale Consideration:

- (i) The Allottee hereby agrees to purchase and acquire from the Promoter and the Promoter hereby agrees to sell to the Allottee, the said Premises more particularly described in the **Second Schedule** hereunder written for the Sale Consideration (as more particularly mentioned in the **Second Schedule** hereunder written). The said Premises are marked in Red colour hatched lines on the Proposed Floor Plan annexed and marked as **Annexure “E-1”** hereto.
- (ii) The Promoter shall allot to the Allottee, car parking space/s being constructed on the basement/podium/stilt as more particularly mentioned in the **Second Schedule** hereunder written and hereinafter referred to as the “**Parking Space**”, the cost of which is included in the Sale Consideration. The exact location of the Parking Space will be finalized by the Promoter at the time of handing over Possession.
- (iii) The Allottee has paid on or before the execution of this Agreement, part payment of the Sale Consideration of the said Premises as more particularly mentioned in the **Sixth Schedule** hereunder written and hereby agree/s to pay to the Promoter the balance amount of the Sale Consideration as and by way of instalments in the manner more particularly mentioned in the **Sixth Schedule** hereunder written.
- (iv) The Allottee agrees to pay the Sale Consideration in instalments as set out in **Sixth Schedule** hereto, along with applicable taxes, within 15 (Fifteen) days from the date of written demand made by the Promoter in respect thereof, subject to deduction of applicable TDS as per the Income Tax Act, 1961. The TDS shall be deducted at the time of making payment of instalment and remitted by Allottee in the government account in accordance with the provisions of the

Income Tax Act, 1961. The Allottee further agrees and undertakes to submit to the Promoter, the original TDS Certificate within 7 (seven) days from the date of payment of TDS. The Allottee is aware and agrees that it is only upon the Allottee submitting the TDS Certificate to the Promoter, that the amount of TDS shall be credited to his account. On the failure of the Allottee in submitting the TDS Certificate, the Promoter shall be entitled not to give credit to the Allottee in respect of the amount of TDS. Further, the Allottee is aware that payment of TDS in the government account is solely the responsibility of the Allottee and in the event of the Allottee not paying the TDS in accordance with the provisions of Income Tax Act, 1961, the Allottee alone shall be liable for the consequences as per the Income Tax Act, 1961, and the Promoter shall not be responsible for non-payment or delayed payment thereof.

- (v) It is clarified that the Sale Consideration shall be payable by the Allottee in the Bank Account more particularly mentioned in the **Sixth Schedule** hereunder written (“**the said Account**”). It is clarified that in accordance with RERA and the RERA Rules, 70% of the Sale Consideration shall be transferred in the Bank Account more particularly mentioned in the **Sixth Schedule** hereunder written (“**the RERA Account**”).
- (vi) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/ payable now or which may become applicable/ payable in future) including GST and all other indirect and direct taxes, the proportionate share of property tax towards land under construction, duties and impositions applicable and/or levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and

the Promoter shall not be liable to bear or pay the same or any part thereof. All these payments will be made by the Allottee as and when called upon by the Promoter and/or as required by the concerned Government or authority, as the case may be. The Allottee agrees and accepts that the Sale Consideration value is arrived at mutually as per prevailing market rates and conditions, after considering the benefit of any additional input tax credit accruing to the Promoter under the GST law. Post absorption of the incremental tax impact under GST by the Promoter, to the extent absorbed by it, the Allottee/s hereby unconditionally and irrevocably agrees and accepts that the Promoter has no further obligation to pass any additional benefit under the anti-profiteering provisions under Section 171 of CGST Act, 2017.

(vii) The Sale Consideration is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable only for subsequent payments.

(viii) It is agreed between the parties that in the event the Allottee has/have availed of the benefit of any subvention scheme or any other scheme as may have been made available to the Allottee, the terms and conditions of such scheme including the subvention scheme and any letters, NOCs, Indemnity Bonds, Deeds, Agreements/Tripartite Agreements, MOUs, etc. as may have been executed between the Promoter and the concerned Banks/Financial Institutions shall apply and the Allottee/s shall comply with the same. The Promoter shall also be authorized to take such steps

under the schemes and documents executed in that regard, as deemed fit by the Promoter.

(ix) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Building is complete and the Occupation Certificate is granted by the TMC or such other competent authority, by furnishing details of the changes, if any, in the carpet area, as mentioned in the **Second Schedule** hereunder written subject to a variation cap of 3% (three per cent). The total Sale Consideration payable on the basis of the carpet area of the Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area, and if such reduction is more than the defined limit of 3% (three per cent), then the Promoter shall refund the excess money paid by Allottee for the area above and beyond 3%, within 45 (forty-five) days (with interest at the rate specified in the RERA Rules) from the date when possession of the said Premises shall be offered by the Promoter, till the date of refund. If there is any increase in the carpet area, over and above the defined limit of 3% (three per cent), then the Promoter shall demand additional amount for the area above and beyond the 3% from the Allottee towards Sale Consideration, which shall be payable by the Allottee prior to taking possession of the Premises. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this Clause, shall be made at the same rate per square metre as agreed herein. The Allottee will not have any right to claim possession of the said Premises till the Allottee makes payment of all dues towards the consideration of the said Premises as well as other charges and amounts as demanded by the Promoter.

(x) 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/its 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/ her/ its payments in any manner.

(xi) On a written demand being made by the Promoter upon the Allottee with respect to a payment amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee shall pay such amount to the Promoter, within 15 (fifteen) days of the Promoter's said written demand, without any delay, demur or default. If the Allottee fails to make payment of any amounts in terms of this Agreement within the time as specified herein, then, the Promoter shall be entitled to recover and the Allottee shall be liable to pay the same to the Promoter with interest at the Interest Rate (defined hereinafter), on all delayed payments, for the period of delay viz. computed from their respective due dates, till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.

(xii) If the Allottee enters into any loan/financing arrangement with any bank/ financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed in **Sixth Schedule** herein below (which will not absolve Allottee of its responsibilities under this Agreement).

(xiii) The Promoter shall be entitled to securitise the Sale Consideration and other amounts payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.

4. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the TMC or any other authority at the time of sanctioning the plans of the Project or thereafter and shall, before handing

over possession of the said Premises to the Allottee, obtain from the TMC, the Occupation Certificate in respect of the said Premises.

5. Time is of the essence of this Agreement for the Promoter as well as the Allottee. The Promoter shall abide by the respective time schedules for completing the said Premises and offering possession of the Premises to the Allottee after receiving the Occupation Certificate in respect thereof as per the terms of these presents. Similarly, the Allottee shall make timely payments of all instalments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.
6. The Promoter has notified and the Allottee is aware that the Project Common Areas and Amenities to be provided in the Project shall be completed only at the time of completion of the Project (subject to any Force Majeure event). Similarly the Whole Project Common Areas and Amenities to be provided in the Whole Project shall be developed in a phase-wise manner and may be shared by all the respective allottees and occupants therein and that the same will be completed on or before completion of the Whole Project (subject to any Force Majeure event). It is further clarified that the amenities and facilities comprised in the said Project as well as the Whole Project may not be ready at the time of the Promoter offering possession of the said Premises to the Allottee and may not be available for use and enjoyment immediately. The Allottee agrees and confirms not to raise any dispute in respect thereof in any manner whatsoever.
7. **FSI, TDR and development potential with respect to the said Project on the said Property:**

The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Project (including by utilization of the full development potential of the said Property /the Larger Property or such part thereof as per Unified DCR) in the manner more provided herein and all the plans and specifications pertaining thereto and the Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard. It is clarified that the Promoter will

be entitled to utilise the FSI emanating from the said Property/Larger Property or such part thereof (including TDR, incremental FSI or any other benefit whether on payment of any premium or otherwise, by whatever name called) in any manner and on any portion of the said Property/Larger Property as it deems fit and proper and the Allottee shall not demand sub-division of the said Property/Larger Property in any manner whatsoever.

8. FSI, TDR and development potential with respect to the Proposed Future and Further Development of the said Property / Whole Project:

The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Whole Project on the said Property /Larger Property or such part thereof (by utilization of the full development potential and as per Unified DCR) and to develop the same in phase-wise manner and has undertaken/ will undertake multiple real estate projects as may be amended from time to time and the Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard. It is clarified that the Promoter will be entitled to utilise the FSI/TDR/premium FSI etc. emanating from the said Property/ Larger Property or such part thereof (including TDR, incremental FSI or any other benefit whether on payment of any premium or otherwise, by whatever name called) in any manner and on any portion of the said Property/ Larger Property or such part thereof as it deems fit and proper and the Allottee shall not demand sub-division of the said Property/Larger Property in any manner whatsoever.

9. Possession Date, Delay and Termination:

- (i) The Promoter expects to give possession of the said Flat on or before **31/12/2029** being the project completion date declared by the Promoter in the RERA Registration Certificate or any such date as may be extended by RERA (“**Possession Date**”) and for all claims of interest/ delayed possession and legal purposes RERA Project Completion date alone shall be considered subject to any extension as may be granted by RERA. Provided however, that the Promoter shall be entitled to

such extension of time beyond the Possession Date for giving delivery of the Premises that is equivalent to the entire period of the delay caused due to any /all the event/s, beyond the control of the Promoter (“Extended Date”), as listed hereinafter: -

- (a) War, civil commotion or act of God;
- (b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;

(ii) If the Promoter fails to offer possession of the said Premises to the Allottee on the project completion date as declared under RERA (subject to any extensions on account of any force majeure events), then the Allottee shall be entitled to exercise either of the following options: -

- (a) call upon the Promoter by giving a written notice by Registered Post A.D. at the address provided by the Promoter (“**Interest Notice**”), to pay interest at the rate of interest specified in Rule 18 of the Real Estate (Regulation and Development) (Registration of the Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (hereinafter referred to as “**RERA Rules**”) for every month of delay from the expiry of the extended period for delivery of possession till actual offer of possession (“**the Interest Rate**”), on the amount of Sale Consideration paid by the Allottee. The interest shall be paid by the Promoter to the Allottee at the time of the Promoter offering to hand over of the possession of the said Premises to the Allottee;

OR

- (b) the Allottee shall be entitled to terminate this Agreement by giving a written notice to the Promoter by Registered Post A.D. at the address provided by the Promoter (“**Allottee Termination Notice**”). On the receipt of the Allottee Termination Notice by the Promoter, this Agreement shall stand automatically and ipso facto terminated and cancelled. Within a period of 30 days from the date of receipt of the Allottee Termination Notice by the Promoter, the Allottee shall execute and register the formal Deed of Cancellation as may be specified by the Promoter and upon registering the same, the

Promoter shall refund to the Allottee by a post dated cheque within 30 (thirty) days from the date of registration of the Deed of Cancellation, the amounts already received by the Promoter under this Agreement with interest thereon at the Interest Rate, to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest are repaid to the Allottee. On receipt by the Promoter of the Allottee Termination Notice, the Allottee shall have no claim of any nature whatsoever in respect of the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or the car park in the manner it deems fit and proper.

10. In case the Allottee elects its remedy under sub-clause 9(ii) (a) above then in such a case the Allottee shall subsequently not be entitled to the remedy under sub-clause 9(ii) (b) above and shall be deemed to be continuing in the Project with the date of possession as may be revised by the Promoter, without claiming any further compensation or damages in that regard from the Promoter.

11. DEFAULT OR FAILURE IN PAYMENT OF PURCHASE PRICE:

Notwithstanding anything to the contrary contained in this Agreement, it is specifically agreed that:

- (a) The time for making payments of each of the installments of the Sale Consideration as mentioned this Agreement and of the other amounts as mentioned in this Agreement is strictly of the essence of this contract and any delay by the Allottee/s in making the said payment/s shall forthwith render this Agreement terminable and voidable at the sole and exclusive option of the Promoter without any further act and/or reference and/or recourse to the Allottee/s and in the event of the Promoter so terminating this Agreement, the Promoter shall be entitled to forfeit 10% (Ten Percent) of the total Purchase Price (excluding any taxes or stamp duty, interest at the said Interest Rate on delayed and unpaid installments or other amounts) from the amounts till then received by the Promoter from the Allottee/s; and thereupon the Promoter shall also be free and entitled in its own right to deal with the said Premises and car park and the Promoter's rights

therein, in any manner as the Promoter in its sole discretion deems fit and proper, without any reference and/or payment whatsoever to the Allottee/s; and without the requirement of obtaining any orders of declaration of termination from any Courts; and without the requirement of execution of any document or deed of cancellation.

(b) A termination letter issued by the Promoter to the Allottee/s regarding such termination shall effectively terminate this Agreement and thereupon the Allottee/s shall have no right, title, interest, share, claim or demand in to or upon the said Premises and/or any part thereof and/or otherwise against the Promoter in any manner whatsoever and howsoever arising. The Allottee/s hereby undertake/s with the Promoter that in such an event of termination, the Allottee/s shall forthwith handover the original registered set of this Agreement to the Promoter. The refund pursuant to the termination as provided in Clause (a) shall be made by the Promoter to the Allottee/s (without any interest thereon) within 3 (three) months of the sale by the Promoter of the said Flat to a third party or completion of the construction of the entire Proposed Building, whichever is earlier. The amount of refund in such an event shall further be subject to deduction of any taxes paid and other amounts expended by the Promoter pursuant to this Agreement (including inter alia any brokerage charges paid by the Promoter in pursuance of the transaction recorded in this Agreement); and other amounts payable by the Allottee/s hereunder as may be payable up to the date of termination, as well as the costs incurred by the Promoter in finding a new willing acquirer/transferee who may acquire the said Flat (including but not limited to brokerage charges as may be incurred by the Promoter in that behalf). It is clarified that in the event if the Allottee/s has/have obtained a housing finance or loan from any bank or financial institution by offering the rights of the Allottee/s under this Agreement or the said Premises, then and in such an event, the refund pursuant to this Clause (a) (b) shall be made by the Promoter directly to the lender from whom the Allottee/s may have obtained such housing finance or loan and balance amount, if any refundable, shall be paid by the Promoter to the Allottee/s.

(c) The Allottee/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Promoter/its transferee/s/ allottee/s/nominee/s and/or otherwise in to upon the said Premises in such an event **PROVIDED HOWEVER THAT** the Promoter shall not exercise the aforesaid right of termination unless and until a notice of 15 (Fifteen) days demanding payment of the due installment is given to the Allottee/s and even thereafter, the Allottee/s fail to make payment of the relevant installment **PROVIDED FURTHER THAT** strictly without prejudice to the aforesaid, the Promoter in its sole and absolute discretion may, instead of treating this Agreement void as aforesaid, permit the Allottee/s to pay the said installments after their respective due dates but after charging interest thereon at the Agreed Interest Rate on such outstanding amounts (from the date such amount/s has/have become due to be paid by the Allottee/s till the date of actual payment thereof).

(d) In the event of any delayed payment being received by the Promoter from the Allottee/s, the Promoter shall notwithstanding any instructions to the contrary by the Allottee/s accompanying such payment, be entitled to appropriate the amount received first towards the interest receivable from the Allottee/s in respect of the delayed payment and thereafter towards the principal amount of the delayed payment.

12. The Project Common Areas and Amenities in the Project that may be usable by the Allottee are listed in the **Fourth Schedule – Part I** hereunder written. The Whole Project Common Areas and Amenities in the whole Project that may be usable by the Allottee are listed in the **Fourth Schedule – Part- II** hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed in the **Fifth Schedule** hereunder written.

13. **Procedure for taking possession:**

- a. Upon obtainment of the Occupancy Certificate including part occupation certificate/s from the TMC or such other competent authority and upon payment by the Allottee of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee in writing (“**Possession Notice**”). The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate of the Project, provided the Allottee has made payment of entire Sale Consideration and all other amounts due and payable in terms of this Agreement.
- b. The Allottee shall take possession of the said Premises within 15 days of the Possession Notice. If the Allottee fails to take possession of the said Premises within the aforesaid period, then the Allottee shall bear and pay to the Promoter separate/independent pre-estimated and fixed charges calculated at the rate of Rs.10/- per square feet Carpet Area (RERA) of the said Premises, per month (Holding Charges).
- c. Upon receiving the Possession Notice from the Promoter as per Clause 13 (a) above, the Allottee shall take possession of the said Premises from the Promoter by executing necessary Possession Letter, indemnities, undertakings, declaration and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee. Irrespective of whether the Allottee takes or fails to take possession of the Premises within the time provided in Clause 15 (ii) above, such Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises from the date mentioned in the Possession Notice, which shall be over and above the Holding Charges.
- d. Within 15 (fifteen) days of receipt of the Possession Notice, the Allottee shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Project Property and/or Whole Project

including inter-alia local taxes, property tax, NA tax, betterment charges, other indirect taxes of every nature, or such other levies by the TMC or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers, one time club membership charges (non-refundable) and usage charges, maintenance and upkeep of common areas and facilities and all other expenses necessary and incidental to the management and maintenance of the Project and/or the Whole Project. Until the Society is formed and the Society Conveyance is duly executed and registered, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee further agrees that till the Allottee's share is so determined by the Promoter at its sole discretion, the Allottee shall pay to the Promoter provisional monthly contribution per month towards the outgoings as per **Seventh Schedule** subject to actual cost to be determined at the time of handover of possession of the said Premises and/or handover of the charge of the affairs of the Project Building/s to the Society/ies at the discretion of the Promoter. The amounts so paid by the Allottee to the Promoter shall not carry any interest and shall remain with the Promoter until the Society Conveyance is duly executed and registered. On execution of the Society Conveyance, the aforesaid deposits less any deductions as provided for in this Agreement, shall be paid over by the Promoter to the Society. The Allottee however agrees that in the event any deficit/shortfall is found, in respect of the advance maintenance charges/outgoings collected from him/her, upon reconciliation of accounts at the time of such handover of statement of accounts to the organisation/ Society, then in such an event he/she shall be bound and liable to make the payment in that regard upon demand by the Promoter.

14. If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Premises or the said building or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its

own cost and in case it is not possible to rectify such defects, then the Allottee may be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the wilful default and/or negligence of the Allottee and/or any other allottees in the Project or by wear and tear in regular course. The Allottee is notified and is aware that all natural materials that are to be installed in the said Premises and/or in the Project and/or that form part of the amenities, including, tiles, timber etc., are susceptible to tonality differences, and their non-conformity, natural discoloration, or variations at the time of installation will be unavoidable. The Allottee is further informed and agrees that the warranties with respect to any equipment, appliances and electronic items (white goods) provided by the Promoter in the said Premises or in the said Project, as the case may be, shall be as per the standard warranties provided by their respective manufacturers only and in the event of any defect in such equipment, appliances and electronic items, the Allottee shall deal with the concerned dealer/equipment installer/manufacturer directly and the Promoter shall not be liable for the same. It is agreed and acknowledged that beyond the manufacturer warranties, annual maintenance contracts shall be obtained by the Allottee/s, Society, Project Apex Body, and/or the Federation as the case may be at its costs and expenses. It is further agreed that the appliances and electronic items installed and forming part of the said Premises and/or the Project as the case may be, shall be maintained, serviced and repaired only by the manufacturers, suppliers, dealers or authorized third party maintenance providers and if such equipment, appliances and electronic items are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the manufacturers, suppliers, dealers or authorized third party maintenance providers, then the warranties in respect thereof shall be rendered void.

15. The Allottee shall use the said Premises or any part thereof or permit the same to be used only for residential purpose. The Allottee shall use the car parking space only for purpose of parking vehicle.

16. CAR PARKING

- a. The Allottee is/are aware that as a part of the Project Building/Project the Promoter is constructing basement and ground floor which consists of several/covered/ stilt/basement/podium/ mechanically operated/ stack car parking spaces to be used by the Allottees of the residential flats in the Project Building/ Project. The Allottee is also aware that the basements and podium may/shall be constructed in common for the residential buildings constructed/to be constructed in the Whole Project inclusive of the said Project and all future phases to be developed on the said Property/Larger Property or such part thereof and car parking space/s to be allotted to the Allottee shall be located anywhere in the basement area irrespective of location of the said Premises or Project Building. The Allottee hereby agrees and undertakes not to raise any dispute with regards to allotment of car parking space.

- b. The Allottee is/ are aware that the open car parking spaces (if allotted) are part of the said buildings common amenity which shall be owned by the Promoter/ Society /Apex Body/ Federation and the Allottee's right to use such open car parking spaces shall be subject to the rules and regulations, as and when framed in respect of the said Project Building.

- c. The Allottee is/ are aware that the Promoter shall be allocating other car parking space/s like covered/stilt/podium etc. to several allottees of the residential flats in the Project and the Allottee undertakes not to raise any objection in that regard and the rights of Allottee to raise any such objection shall be deemed to have been waived. The Allottee hereby accords his/ her/ their irrevocable and unconditional consent to the Promoter to sell/allocate the other car parking spaces to the allottees of the respective residential flats in the Project. The Allottee hereby confirms warrants and undertakes to use the car parking spaces so allocated to him/ her/ them for the purpose of parking of car only and not otherwise. The Allottee hereby further warrants and confirms that the Allottee shall upon formation of the Society/Apex Body/Federation, as contemplated herein, cause such Society/Apex Body/Federation to confirm and ratify the said

allocation and shall not cause the Society/Apex Body/ Federation to alter or change the allocation of car parking spaces in the manner allocated by the Promoter to the various allottees (including the Allottee herein) of the residential flats in the Project Buildings/Project. The allocation is for smooth functioning and to avoid disputes between Allottees.

17. Formation of the Society and Other Societies:

- a. The Promoter may in its discretion form separate society for Project Building forming part of the Project to be constructed on the Project Property.
- b. Upon 51% of the total number of units/premises in the Project Building being booked by allottees, the Promoter shall initiate the process for applying to the competent authorities to form a co-operative housing society or an association to comprise solely of the Allottee and other allottees of units/ premises in that said Project Building, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with the provisions of RERA and the RERA Rules.
- c. The Allottee shall, along with other allottees of premises/units in the said Project Building, join in forming and registering a co-operative housing society or an association under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder, and in accordance with the provisions of the RERA and RERA Rules, in respect of the said Project Building in which the allottees of the respective premises in the said Project Building alone shall be joined as members (“**the Society**”).
- d. For this purpose, the Allottee shall, from time to time, sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye -laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of

the same being made available to the Allottee, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

- e. The name of the Society shall be solely decided by the Promoter.
- f. The Society shall admit all allottees of flats and premises in the said Project Building as members, irrespective of such allottees purchasing their respective units subsequent to the formation and registration of the Society, upon the Promoter calling upon the Society to admit such allottees as its members, without charging any fee, transfer fee, premium or any other amount of any nature whatsoever, from such es.
- g. The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the said Project Building, if any. Notwithstanding formation of Society and/or execution of the Society Conveyance (as defined hereinafter), the Promoter shall continue to be entitled to such unsold premises alongwith the unallotted car parking spaces and to undertake the marketing etc. in respect of such unsold premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/ charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society/ Apex Body/Federation for the sale/ allotment or transfer of the unsold premises/ areas in the said wing/ building/ the Project or elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises) and a sum of Rs.1000/- (Rupees One Thousand only) per month in respect of each unsold premises towards the outgoings.
- h. Upon receipt of the full occupation certificate with respect to the said Project Building of the said Project, the Society shall be responsible for the operation and management and/or supervision of the said wing/building and its common areas, amenities and facilities including payment of all applicable taxes and charges,

and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard. Post the receipt of the full occupation certificate of the said Project Building of the said Project, the Allottee shall be liable to bear and pay his/her/its share of outgoings as may be determined by the Society.

- i. It is clarified that the Promoter may at its sole discretion form separate societies for each wing/building in the Whole Project (“**Other Societies**”).
- j. For the sake of convenience and for ease of management, the Promoter may, at its sole discretion form an apex society comprising the Society and the Other Societies in the Whole Project (“**the Apex Society/ Federation**”). Upon formation of the Apex Society/Federation, the Allottee shall be liable to bear and pay his/her/its share of outgoings as may be determined by the Project Apex Society/ Federation.
- k. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies and/or the Project Apex Society/ Federation, including in respect of (a) any documents, instruments, papers and writings, and (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society/Other Societies/Project Apex Society/ Federation and their respective members/ intended members including the Allottee on prorate basis, as the case may be, and the Promoter shall not be liable towards the same.
- l. Till the formation of the Apex Society /Federation, the Promoter shall undertake the maintenance and management of such Whole Project Common Areas Facilities and Amenities more particularly specified in the **Fourth Schedule – Part II** hereunder written (excluding those handed over to the Society/ Other Societies/ under their respective Society Conveyance). Post the formation of the Apex

Society/ Federation, the Apex Society/ Federation shall be responsible for the operation and management and/or supervision of the said Property/Larger Property or such part thereof, including any common areas facilities and amenities thereon and the Promoter shall not be responsible for the same and the Allottee will have to make necessary contributions and payments as decided by the Federation from time to time.

18. Conveyance to the Society and Other Societies:

- a. Within 3 months from the date of issuance of the full Occupation Certificate or the full Completion Certificate with respect to the said Project Building, and subject to the receipt of the entire sale consideration and other amounts due and payable by all the allottees of all the units/premises in the said Project Building, whichever is later, the structure of Project Building comprising the habitable floors and common areas and amenities situated on these habitable floors together with the FSI/development potential consumed in construction thereof, shall alone be conveyed to the Society vide a registered indenture of conveyance, provided however that the basements, podium and stilts may/shall be retained by the Promoter and shall not be conveyed to the Society (“**Society Conveyance**”). The Society shall be required to join in execution and registration of the Society Conveyance. The costs, expenses, charges, levies and taxes on the Society Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the receipt of the full occupation certificate, the Society shall be responsible for the operation and management and/or supervision of the said wing/ building including any common areas facilities and amenities and the Promoter shall not be responsible for the same.
- b. The Promoter shall execute and register similar conveyances in favour of the Other Societies with respect to their respective wings/buildings.

- c. The Allottee for himself and as prospective member of the Society acknowledges that the FSI and development potential of the Project arises from the said Property/Larger Property or such part thereof and the Allottee shall neither raise any claim or demand in respect thereof nor seek sub-division of the said Larger Property in any manner whatsoever.
- d. It is clarified that the Whole Project Common Areas and Amenities including Project Common Areas & Amenities will be conveyed/handed over to the Apex Society/Federation.

19. Formation of the Apex Society/Federation:

- a. Within a period of 3 months of obtainment of the full Occupation Certificate or full completion certificate of the last wing/building in the Whole Project, the Promoter shall initiate the process for applying to the competent authorities to form a federation of societies comprising the Society and/or Other Societies on the said Property/Larger Property or such part thereof as the Promoter may deem fit and proper, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with the provisions of RERA and the RERA Rules (“**Apex Society/Federation**”).
- b. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Federation, including in respect of (a) any documents, instruments, papers and writings, and (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be proportionately borne and paid by the Society and/or Other Societies , as the case may be and its members/intended members, and the Promoter shall not be liable toward the same.
- c. Till the formation of the Federation, the Promoter shall undertake the maintenance and management of such common areas facilities and amenities more particularly specified in the **Fourth Schedule** –

Part II hereunder written (excluding those handed over to the Society/ Other Societies/under their respective Society Conveyance). Post the formation of the Federation, the Federation shall be responsible for the operation and management and/or supervision of the said Property/Larger Property or such part thereof, including any common areas facilities and amenities thereon and the Promoter shall not be responsible for the same and the Allottee will have to make necessary contributions and payments as decided by the Federation from time to time.

20. Transfer of the said Property/such part of the Larger Property to the Federation:

- a. Within a period of 3 (three) months of registration of the Federation, and subject to the receipt of the entire sale consideration and other amounts due and payable by all the allottees of all the units/premises in the Whole Project, whichever is later, the Promoter shall execute or cause to be executed and register a Transfer Deed whereby the Promoter shall transfer/ cause to be transferred whether by way of conveyance or lease, as the Promoter may deem fit and proper, all its undivided right, title and interest the land parcel on which the Whole Project is developed and constructed including any areas, spaces, common areas, facilities and amenities developed thereon that are not already conveyed to the respective Society and/or Other Societies in favour of the Apex Society /Federation (“**Federation Transfer**”). It is clarified that only the portion of the said Property/such part of the Larger Property remaining in balance after handing over the stipulated percentage if any, to the TMC or any other statutory, local or public bodies or authorities and/or after developing public amenities, alone will be transferred and conveyed to the Federation.

- b. The Allottee and/or the Society and/or Other Societies and/or the Apex Society/ Federation shall not raise any objection or dispute if the area of the Whole Project shall be at variance with or may be less than the area contemplated and referred to herein, including by virtue of any reservations and/or the reservations being handed over

and transferred to government authorities or acquired by them during the course of development of the Whole Project or for any other reason of the like nature.

- c. The Apex Society /Federation and all its member societies shall be required to join in execution and registration of the Federation Transfer. The costs, expenses, charges, levies and taxes on the Federation Transfer and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Federation alone.
21. The Allottee shall, before delivery of possession of the said Premises in accordance with the Clause 9 above, pay to the Promoter such amounts towards charges and deposits, as specified in the **Seventh Schedule** hereunder written.
22. The said amounts are not refundable and the Allottee will not be entitled to ask for accounts or statement of accounts from the Promoter in respect of the above amounts deposited by the Allottee with the Promoter. The Promoter shall maintain a separate account in respect of sums received from the Allottee as advance or deposit, and the amounts as mentioned in **Seventh Schedule** hereunder written, towards on account of the share capital for the formation of the Society, applicable taxes including GST etc. or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received. It is clarified that the said other amounts, any other amount other than the Sale Consideration shall be payable by the Allottee into a separate Bank Account which will be intimated by the Promoter to the Allottee. It is clarified that in the event the Allottee fails to pay the aforesaid sums as and when called upon, then without prejudice to the rights and remedies available to the Promoter, the Promoter shall be entitled to charge interest at the Interest Rate on the outstanding sums and not be obligated to offer/ handover possession of the said Premises to the Allottee.
23. The Promoter has informed the Allottee that there may be common access roads, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage

lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the present layout /Master Layout which shall be maintained and paid for in the manner set out hereinabove.

24. Loan and Mortgage:

- a. The Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee has/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee under this Agreement.
- b. All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.
- c. The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Sale Consideration and balance other amounts payable by the Allottee under this Agreement.
- d. In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoter shall be entitled to extend the necessary assistance/support as may be required under applicable law, subject however to receipt of the entire Sale

Consideration alongwith applicable taxes and other charges as per the terms hereof.

25. **Representations and Warranties of the Promoter:**

The Promoter hereby represents and warrants to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate, and subject to the RERA Certificate: -

- a. The Promoter has clear title and has the requisite rights to carry out development presently upon the said Property and also has actual, physical and legal possession of the said Property, subject to the terms and conditions of the Indentures mentioned above, the litigations and the mortgages referred to in the Title Certificate and as updated by the Promoter from time to time on the website of the Authority as required by RERA and the RERA Rules.
- b. 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;
- c. There are no encumbrances upon the Project except those disclosed in this Agreement and as may be updated by the Promoter from time to time on the website of the Authority as required by RERA and the RERA Rules;
- d. There are no litigations pending before any Court of law with respect to the Project except as disclosed in the Title Certificate/s;
- e. All approvals, licenses and permits issued by the competent authorities with respect to the Project, 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, 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 and common areas;

- f. 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 be prejudicially affected;
- g. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Property/Larger Property or such part thereof and the said Premises, which will, in any manner, adversely affect the rights of Allottee under this Agreement;
- h. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement;
- i. At the time of execution of the Society Conveyance, the Promoter shall handover to the Society, lawful, vacant, peaceful, physical possession of the structure of the Project Building, together with common areas situated in the Project Building so long as they shall be forming part of the Society, save and except the basements, podium and stilts retained by the Promoter;
- j. 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 Property) has been received or served upon the Promoter in respect of the said Property and/or the Project except those disclosed to the Allottee.
- k. The Promoter may appoint a third party / agency for the purpose of operating and maintaining the Project and the said Project Property/Whole Project or any part thereof including any

common areas facilities and amenities on such terms and conditions as it may deem fit. The Allottee hereby agrees and confirms to pay and reimburse to the Promoter, the fee payable to the agency on prorate basis. Over and above the same, the Allottee/s shall also be liable to pay to the Promoter management fees, equivalent to 15% of the costs incurred by the Promoter towards the maintenance of common areas and facilities in the Project.

26. The Promoter shall be entitled to designate any spaces/areas on the Whole Project or any part thereof (including on the terrace and basement levels of the Project) for third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed including by the allottee/s of the units/premises to be constructed thereon. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter may deem proper in accordance with applicable law. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub -stations, towers) in respect of the utility services may be laid/provided in the manner the Promoter may require, and may be utilized in common including by allottee/s of units/premises in the Whole Project, as the case may be. The Promoter and its workmen/agents/contractors/employee and any third party contractors shall be entitled to access and service such infrastructure and utilities over the Whole Project.
27. The Promoter shall be entitled to control advertising, marketing, signage, hoarding and all other forms of signage whatsoever within the land parcel of the Whole Project at all times. Such advertising and signage may comprise of hoardings, print media, electric signs, and may be constructed in a permanent or temporary manner and may be maintained, serviced, repaired and replaced and the Promoter and its nominees shall have access to such hoardings, print media and electric signage for this purpose.

28. The Promoter shall be entitled to transfer and/or assign the benefit of addition al F.S.I./T.D.R. or any other rights of the said Larger Property/ said Property to any third party and/or to allow any third parties to use and/or consume T.D.R. or any other benefits or advantages of any other properties, on the said Property/ Larger Property or such part thereof, who shall be entitled to all the rights mentioned above, including to do construction mentioned above. The Allottee/s agree(s), accept (s) and confirm(s) that the fundamental entitlement of the Promoter to utilise, exploit and consume the full development potential of the Property (both inherent and further/future) as provided herein, would require the Promoter to amend, modify, vary, alter, change, substitute and rescind the plans in respect of the Whole Project or any part thereof (including layout plans, building plans, floor plans) and undertake such modified/ altered/ new construction and development in accordance therewith.
29. The amenity plot areas in the Project Property/Whole Project land may increase or change after the implementation of the DCR. The Promoter shall be entitled to change, alter or amend the layout plan of the said Property/Larger Property or such part thereof accordingly as per the permission/approval granted by the authority and the Allottee will not be entitled to object to the same.
30. The right of way provided for the said Project/Whole Project shall be used in common for the residential development and other developments if any on the said Property/Larger Property or such part thereof and the Allottee shall neither raise any dispute or objection to the same nor seek to alter or modify the same.
31. For all or any of the purposes mentioned under this Agreement, the Promoter shall be entitled to keep and/or store any construction materials, on any portion of the Larger Property, and/or to have additional electricity supply and/or additional water supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. In such an event or otherwise, the Allottee/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/ or shall not claim any easement rights and/ or any other rights in the nature of easement or prospective or other rights of

any nature whatsoever. The Allottee/s directly and/ or indirectly, shall not do any act, deed, matter or thing, whereby the Promoter may be prevented from putting any such additional and/ or new construction and/or shall not raise objection and/ or obstruction, hindrance or otherwise.

32. In the event the Allottee intend(s) to sell, transfer, lease, license, assign and/or deal with or dispose of the said Flat and/or the Allottee/s's benefit/s under this Agreement, then the Promoter/Owner shall be entitled to a right of first refusal to the said Flat as well as the Allottee/s's right(s), title and interest under this Agreement ("ROFR"), which shall be exercised in the following manner:-

32.1 The Allottee/s shall address a letter ("Offer Letter") to the Promoter/Owner stating therein (i) the name and address of the proposed transferee (ii) the proposed sale consideration (such sale consideration shall be denominated in rupees i.e. INR) and hereinafter referred to as "Offer Price"), including the proposed amount and consideration and terms and conditions offered by such proposed transferee, (iii) the date of consummation of the proposed sale, (iv) a representation that the proposed transferee has been informed of the terms this Agreement and in particular, the terms embodied into this clause. The Offer Letter shall include a calculation of the fair market value of the said Flat and an explanation of the basis for such calculation.

32.2 In the event the Promoter/Owner wishes to exercise the ROFR upon the said Flat, the Promoter shall, at its sole option, be entitled to purchase the said Flat under the Offer Letter at the Offer Price, in which case, the Promoter/Owner shall address a letter to the Allottee/s within a period of 7 (seven) days from the date of the receipt of the Offer Letter ("Notice Period") informing the Allottee/s of the Promoter's intention to purchase/ acquire the said Flat ("Acceptance Letter"), and till the receipt of the Acceptance Letter the Allottee/s shall not proceed with the sale/ transfer of the said Flat. Upon issuance of the Acceptance Letter, the Allottee/s shall be bound to sell and/or transfer the said Flat to the

Promoter/Owner or such persons/entities nominated by the Promoter at the Offer Price. In the event the Promoter/ Owner does not convey its acceptance within the Notice Period then the Allottee/s shall be entitled to proceed with the sale of the said Flat in the manner set out below.

32.3. The Promoter/Owner may at its sole discretion, on a written request to that effect made by the Allottee/s prior to the exercise of the option by the Promoter/Owner as contemplated in Clause 32.2 above, dispense with the ROFR upon the Allottee/s making payment of such sum not exceeding 2% (two per cent) of (a) the Offer Price or (b) the price at which the Promoter/ Owner is selling a flat of a similar nature at the relevant time, whichever is higher, together with GST, Service Tax, VAT thereon as may be decided by the Promoter/Owner. Only after the Promoter/ Owner issues the said letter conveying its decision and only upon the Promoter/ Owner receiving the amount decided by the Promoter/ Owner for such dispensation, shall the Allottee/s be entitled to sell the said Flat to the said proposed transferee on the same terms and conditions as were offered by the Allottee/s to the Promoter/ Owner in the Offer Letter. It is expressly agreed that the ROFR is a covenant running with the said Flat and hence will continue with the new allottee of the said Flat, and the Allottee/s undertake/s to expressly include the same vide a specific term in the new agreement for sale between the Allottee/s and the proposed transferee.

32.4 The Allottee/s agree(s) that if completion of the sale of the said Flat to the proposed transferee does not take place (i) within a period of 15 (fifteen) days from the date of the Allottee/s making payment of such sum not exceeding 2% (two per cent) together with applicable taxes thereon as decided by the Promoter/Owner in terms of Clause 32.3 above or (ii) within 15 (fifteen) days from the expiry of the Notice Period as contemplated in Clause 32.2 above, then the Allottee/s right to sell the said Flat to such proposed transferee shall lapse, and the ROFR of the Promoter/Owner in respect of the said Flat shall stand automatically reinstated and the provisions of

this Clause and the process to be followed therein shall once again apply to the Allottee/s for any subsequent proposed sale of the said Premises.

33. It is hereby clarified that, in the event of the Allottee/s proposing to give the said Flat on lease and/or leave and license basis only, then the provisions contained in Clauses 32.2 to 32.3 above shall not apply, except that, the Allottee/s shall be required to obtain the prior written permission of the Promoter/Owner before effecting any such lease and/or leave and license arrangement.
34. The Allottee, with intention to bring all persons into whosoever hands the Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter as follows:-
 - a. To maintain the said Premises at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Project Building in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and Promoter.
 - b. Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Project Building in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, lifts, common passages or any other structure of the building in which the said Premises is situated, including entrances of the Project in which the said Premises is situated and in case any damage is caused to the Project Building in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee in this

behalf, the Allottee shall be liable for the consequences of the breach.

- c. To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises 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 Project in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d. Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Project in which the said Premises is situated and shall not alter, chisel or in any other manner cause damage to or remove columns, beams, internal walls, slabs or RCC, Pardi or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society;
- e. Not to enclose the balcony area or flowerbed inside the said Premises without the prior express written permission of the Promoter.
- f. The Allottee is aware that the balcony of the said Premises has a glass railing from the outside. The Allottee will not damage the glass of the balcony and ensure safety measures and in case of any

damage to the same promptly get it repaired and reinstated at his/her/their own cost without causing any risk to the residents and damage to any part of the Project Building .

- g. Not to carry out any illegal activity from the said Premises, which is against the interest of the Organization/ other Allottees in the Project Building.
- h. 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/or the Whole Project and/or the Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- i. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Project Property and/or the Project in which the said Premises is situated.
- j. To pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Project in which the said Premises is situated.
- k. To bear and pay in a timely manner and forthwith, all amounts, dues, taxes, instalments of Sale Consideration, as required to be paid under this Agreement.
- l. Not to change the user of the said Premises without the prior written permission of the Promoter and Society;
- m. Not to use or access the open and green spaces falling outside the Whole Project;
- n. The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or

dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Allottee is desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoter.

- o. Not to change the external colour scheme or the pattern of the colour of the Project Buildings;
- p. Not to change exterior elevation or the outlay of the Project Buildings;
- q. Not to carry out civil work, including, but not limited to, any work in the kitchen and bathroom/toilets wherein any work of tiling, flooring etc. which damages the waterproofing, plumbing or sanitary lines laid at site. In case the Allottee carries out any changes, modifications or alterations by himself or his agencies then the warranty of the said items becomes null and void and the defect liability of the Promoter shall lapse and the Allottee is solely liable to rectify and repair the same for all the affected area within his flat and/or the floors below accordingly at his own costs, expenses and consequences.
- r. The Allottee shall not seek any sub-division of the said Property/Larger Property;
- s. During the execution of interior works, the Allottee shall be responsible for acts of any contractor/ workmen/ agents/ representatives and if such persons behave in any manner which is unacceptable to the Promoter then such contractor/workmen/ agents/ representatives will be removed forthwith and will not be allowed to re-enter the said Premises again;

- t. The Allottee shall ensure that the execution of interior works in the said Premises is carried on only between 8 a.m. to 2 p.m. and 4 p.m. to 7 p.m. on all days of the week except Sundays;
- u. The refuge area to be provided in the Project shall form a part of the common area and facilities in the Project and no individual allottee shall claim any right to occupy the same in any manner whatsoever.
- v. The Allottee shall observe and perform all the rules and regulations which the Society and Federation 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 Project 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 Society /Apex Body/ Federation regarding the occupancy and use of the said Premises in the Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- w. 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 Premises and the Project or any part thereof to view and examine the state and condition thereof. Furthermore, for the purpose of making, laying down, maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Project, the Promoter and their surveyors and agents with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof and undertake the necessary works.

- x. The Allottee agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building / Project or the Promoter or its representatives. In the event the Allottee does or omits to do any such act, deed or any such thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement sending the Promoter Termination Notice.
- y. All terms, conditions, covenants, stipulations and provisions contained in any agreement/s, undertakings, declarations, indemnity bond/ bonds, deeds and writing/s given/executed and/or may be executed by the Promoter in favour of TMC and the concerned bodies/authorities in respect of the said Property/ Larger Property and its development, shall be binding upon the Allottee/s and Society including the Federation as may be formed of the allottee/s of flat/ premises.
- z. The Allottee has seen the representations made by the Promoter on the website of the Regulatory Authority as required by RERA read with RERA Rules and shall keep himself updated with all the matters relating to the Project and/or Whole Project, as the case may be, which the Promoter will upload from time to time.
- aa. Till the entire development of the said Property/Larger Property or such part thereof is completed, the Allottee/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/ or any other common facilities or the amenities to be provided in the said Property/Larger Property and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter in this regard. The Promoter shall, in the interest of the Allottee, and the Project, be entitled to take decisions regarding management and allocation of funds/monies, and the type, mode, quality of services

to be provided, in respect of the Project, and the management and administration thereof.

- bb. The Allottee/s shall not take any objection, on the ground of nuisance, annoyance, and/or claiming any rights, of easement, and/ or any rights in nature of an easement and/ or obstruction of light, air, ventilation, open space and/ or open area, and/ or on any other grounds, of any nature whatsoever and/ or shall not directly or indirectly do anything and/or shall not ask for an injunction, and/or prohibitory order and/or calling the Municipal or any other authorities to issue stop work notice, and/or withdraw and/or suspend or cancel any orders passed and/or approved Plans so as to prevent the Promoter, or any of their nominees or transferees, from developing and/ or to carry out construction, on the said Property/Larger Property.
- cc. The Allottees are aware and confirm that the Whole Project Common Areas and Amenities shall be usable by the allottees of the Whole Project, the Project Common Areas and Amenities shall be usable by the allottees of the Project and shall be utilised in accordance with the prevailing rules and regulations.
- dd. It is further agreed that the Promoter shall not be required to give inspection of the said Premises to the Allottee till the time the Promoter calls upon the Allottee to come forward and take inspection of the said Premises before offering for possession.
- ee. Till the Federation Transfer is executed in favour of the Federation, 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 Whole Project land, the buildings/towers/wings/units thereon, or any part thereof, to view and examine the state and condition thereof.
- ff. Not to affix any fixtures or grills on the exterior of the Project or any part thereof for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said

Premises. For fixing grills on the inside of the windows, the standard design for the same shall be obtained by the Allottee from the Promoter and the Allottee undertakes not to fix any grill having a design other than the standard design approved by the Promoter. If the Allottee has affixed fixtures or grills on the exterior of the said Premises for drying clothes or for any other purpose or if the Allottee has affixed a grill having a design other than the standard approved design, the Allottee shall be liable to pay such sum as may be determined by the Promoter/ the Society to the Promoter / the Society, as the case may be.

- gg. Promoter shall have all rights for end use of treated sewage water of the available quantity at specified quality for any deemed necessary application or use purposes in the said Project. Surplus secondary treated water meeting quality level as per relevant prevalent norms of concerned statutory authority (ies) shall be utilised at the Promoter's discretion which may be utilized in the said Project for gardening and other purposes and/or in the adjacent residential and other projects and/or discharged into water /drainage bodies. Promoter shall have the right to refuse, determine and decide drawl of treated sewage in any case and under all circumstances and the Allottee undertake not to raise any dispute for the same.
- hh. The Allottee shall not create any hardship, nuisance or annoyance to any other allottees in the Project.
- ii. The Allottee has expressly agreed to take prior written consent from the Promoter or the Society, as the case may be, before carrying out any changes/alteration/modification in the said Premises or part thereof. If the Allottee has carried out such changes/ alteration/ modification without the written consent of the Promoter or the Society then the Promoter will not be liable for any consequences or compensation on account of such changes/alterations/modifications.

- jj. The Allottee agrees and covenants that the name of the Project shall at all times be “_____” and shall not be changed without the prior written permission of the Promoter.
- kk. The Allottee agrees and covenants that the Whole Project Common Areas and Amenities and any other areas as may be designated by the Promoter including common open areas, common landscapes and driveways etc. in/on the Whole Project/said Property shall be an integral part of the layout of the development of the Whole Project including the neighbouring buildings/towers on the said Property/Larger Property or such part thereof and neither the Allottee nor any person or entity on the Allottee's behalf shall, at any time claim any exclusive rights with respect to the same.
- ll. The Allottee agrees and covenants that the entry and exit points and access to the Whole Project and/or the said Property shall be common to all allottees, users and occupants in the Whole Project including all buildings, towers and structures thereon. The Allottee agrees and covenants to not demand any separate independent access and/or entry/exit point exclusively for himself/herself/ themselves and/or any other allottees, users and/or occupants in the Project, the Whole Project and/or any part thereof.
- mm. The wet and dry garbage generated in and from the said Premises shall be separated by the Allottee and the wet garbage generated in and from the Project shall be treated separately by the Society and/or jointly by all the allottees/allottees/occupants of the respective premises in the Project, in accordance with the rules and regulations as may be specified by TMC from time to time.
- nn. In the event if the Allottee is/are non-resident Indian citizen or a Person of Indian Origin or an Overseas Citizen of India, or a foreign national/ citizen then it shall be the Allottee's sole obligation and liability to comply with the provisions of all applicable laws, including Foreign Exchange Management Act, 1999 and Reserve Bank of India rules and regulations, and all other applicable/necessary requirements of the Government or any other authority,

from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. Refunds (if any) to be made to such Allottees for any reason whatsoever, shall be made only in Indian Rupees.

- oo. The Allottee shall not demand or claim any partition or division of the Allottee's ultimate interest in the Project and/or said Property and or the Larger Property and/or the Project Common Areas and Amenities and/or the Whole Project Common Areas and Amenities and/or said Property and/or Whole Project and or any part thereof. The Allottee expressly agrees, understands and confirms that his interest therein will be imitable, and will be held only through the Society formed by the Promoter in respect of the Project, of which he shall be admitted as a prospective member.
- pp. The Allottee confirms and acknowledges that the plans, layout plans, approvals etc. of the Project/said Property/Larger Property are not the subject matter of this Agreement and there shall be no right, entitlement, or interest of the Allottee in respect thereof, and are also not the subject matter of this Agreement. So far as the Allottee's right and scope of this Agreement is concerned, the same is limited to an agreement for allotment and sale of the said Premises strictly upon and subject to the terms, conditions and provisions herein. The Allottee/s shall also not have any claim, save and except, in respect of the said Premises hereby agreed to be allotted and sold.
- qq. The Allottee hereby agrees and undertakes to indemnify and keep indemnified and saved harmless at all times, the Promoter against all loss or damage, and/or against any suits, actions, proceedings or notices that the Promoter or any of its directors, executives or employees may sustain and suffer, and all costs, charges and expenses, that they may incur by reason of the Allottee's failure, breach, default, non-observance, non-performance, or non-compliance of any of the terms, conditions and provisions of this Agreement, and/or any accident or injury caused to or suffered by the Allottee, or his family members, guests, servants, agents, representative/s.

rr. The Allottee shall not hold the Promoter liable or responsible for any harm, injury, loss or damage caused to the Allottee by, or through any failure, malfunction, explosion or suspension of electricity, telephone, gas, water, drainage, or sewerage, supply or connections to the Project whether or not the same is caused by any Force Majeure Events, or otherwise however.

35. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Project or the said Property /Larger Property or such part thereof and/or any buildings/ towers/ wings as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the Society Conveyance and the Federation Transfer, as the case may be.

36. **Promoter shall not mortgage or create a charge:**

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained herein and/or in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Premises. Provided however, that nothing shall affect the already subsisting mortgage/ charge created over the said Premises, which will be subject to the no-objection received from the mortgagees therein. The Promoter shall however have a right to raise finances on the said Property/Larger Property or such part thereof and other areas excluding the said Premises. The details of such mortgages shall be disclosed in accordance with the provisions of RERA.

37. **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 and Annexes along with the payments due as stipulated in the Payment Plan in Sixth Schedule, within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, the application of the Allottee shall be treated as cancelled.

38. Nominee:

- a. The Allottee hereby nominates the person/s as mentioned in **Eighth Schedule** mentioned hereunder (“**said Nominee**”) as his/her/their nominee in respect of the said Premises. In the event of the death of the Allottee, the Nominee shall assume all the obligations of the Allottee under this Agreement and in respect of the said Premises, and shall be liable and responsible to perform the same, so far as permissible in law. The Allottee shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoter shall only recognize the Nominee or the nominee substituted by the Allottee (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Premises, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representatives of the Allottee.
- b. The heirs and legal representatives of the Allottee shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the Nominee.

39. Entire Agreement:

This Agreement, along with its schedules and annexes, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

40. Right to Amend:

This Agreement may only be amended through written consent of the Parties.

41. 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 said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes.

42. Severability:

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this 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 the RERA 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.

43. Method of calculation of proportionate share:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in the Project or

the whole Project, as the case may be, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/ units/ areas/ spaces in the Project or the Whole Project, as the case may be.

44. Further Assurances:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

45. Waiver:

No forbearance, indulgence or relaxation or inaction by either Party at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice the rights of such Party to require performance of that provision and any waiver or acquiescence by such Party of any breach of any of the provisions of these presents by the other Party shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

46. 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, or at some other place, which may be mutually agreed between the Promoter and the Allottee. 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.

47. The Allottee and/or Promoter shall present this Agreement at the proper office of registration within the time limit prescribed by the Registration Act, 1908 and the Parties will attend such office and admit execution thereof.
48. 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 Courier or Registered Post A.D or notified Email ID/ Under Certificate of Posting at their respective addresses specified below:

FOR ALLOTTEE

Details are more particularly
described in the **Second Schedule**
hereunder written
Notified Email ID : _____

FOR PROMOTER:

DHRUVA WOOLLEN MILLS PVT. LTD.

Through its Director/Authorized Signatory& Notified Email ID as
described in **Second Schedule** hereunder written

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.

49. Joint Allottees:

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.

50. Stamp Duty and Registration Charges:

The charges towards stamp duty fees and registration charges of this Agreement and all out of pocket costs, charges and expenses on all documents for sale and/or transfer of the said Premises and the said Car Parking Space/s shall be borne by the Allottee alone.

51. Dispute Resolution:

If any disputes, differences or claims arise between the parties hereto in connection with or touching this Agreement or the validity, interpretation, implementation or alleged breach of this Agreement anything done or omitted to be done pursuant to this Agreement, the Parties shall attempt in the first instance to resolve the same by negotiation. If the disputes, differences or claims are not resolved by negotiation within 90 (ninety) days after commencement of discussions or such longer period as the parties may agree to in writing, then either party may refer the disputes, differences or claims, to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

52. Governing Law:

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

53. In case the Allottee/s has accepted to book the apartment under payment scheme as described in Sixth Schedule mentioned hereinunder, the Allottee/s hereby accepts the Payment Schedule and the Allottee/s hereby agrees and accepts that no further discount of any nature shall be provided to the Allottee/s.

54. Permanent Account Numbers:

Details of the Permanent Account Numbers of the Promoter is set out in Title clause and of the Allottee is/are set in Second Schedule hereunder written:-

55. Construction of this Agreement:

- a. Any reference to any statute or statutory provision shall include:-
 - i. all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
 - ii. any amendment, modification, re-enactment, substitution or consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment, substitution or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted, substituted or consolidated) which the provision referred to has directly or indirectly replaced;
- b. Any reference to the singular shall include the plural and vice versa;
- c. Any references to the masculine, the feminine and/or the neuter shall include each other;
- d. The Schedules and Annexes form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it;
- e. References to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;

- f. Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- g. References to a person (or to a word importing a person) shall be construed so as to include:
 - i. An individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/separate legal entity); and
 - ii. That person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

FIRST SCHEDULE

(Description of the said Property)

PART - I

All that piece and parcel of land admeasuring 9 Acres and 10 Gunthas equivalent to 37,400 square meters or thereabouts bearing Gat Nos. 2/2 and 2/5 of Village Chitalsar Manpada, Taluka Thane, District Thane, Thane (West) Maharashtra, India, situate within the limits of Thane Municipal Corporation forming part of the Larger Property.

PART - II

All that piece and parcel of land admeasuring 4 Acres and 35 Gunthas equivalent to 19,730 square metres or thereabouts bearing Gat Nos. 7/1 and 7/2 of Village Chitalsar Manpada, Taluka Thane, District Thane, Thane (West) Maharashtra, India situate within the limits of Thane Municipal Corporation forming part of the Larger Property.

PART - III**(Description of “the Project Property”)**

All that piece and parcel of land admeasuring ,1553 square metres or thereabouts bearing Gat Nos. 2/2(part) and 2/5(part) of Village Chitalsar Manpada, Taluka Thane, District Thane, Thane (West) Maharashtra, India situate within the limits of Thane Municipal Corporation forming part of the said Property

Housiey.com

SECOND SCHEDULE

(Details of Flat and Allottee/s)

Housiey.com

THIRD SCHEDULE

(Description of the Project Building)

The said Building comprising of :

1. 3 (Three) Basements
2. Ground floor/ 4 (Four) Podiums/stilt upto 55 upper habitable floors

Housiey.com

FORTH SCHEDULE-PART I

PROJECT COMMON AREAS & AMENITIES

Housiey.com

FOURTH SCHEDULE – PART II

WHOLE PROJECT COMMON AREAS & AMMENITIES

Housiey.com

FIFTH SCHEDULE

INTERNAL FITTING AND FIXTURES

Housiey.com

SIXTH SCHEDULE

(Sale Consideration & Payment Schedule)

Housiey.com

SEVENTH SCHEDULE

OTHER CHARGES

Housiey.com

EIGHTH SCHEDULE**DETAILS OF NOMINEE**

Name of the Nominee/s : _____

Age : _____

Date of Birth if the Nominee is Minor : _____

Address: _____

Relationship with the Allottee/s : _____

Housiey.com

IN WITNESS WHEREOF the parties hereinabove have set their respective hands and signed this Agreement for Sale at _____ (Maharashtra) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED)

By the within named **PROMOTER**)

DHRUVA WOOLLEN MILLS PVT. LTD.)

By the hand of its Director/Authorized Signatory)

Mr. _____)

in the presence of)

1 _____)

2 _____)

SIGNED AND DELIVERED)

By the within named **ALLOTTEE/S**)

_____)

_____)

_____)

_____)

in the presence of)

1. _____)

2. _____)

RECEIVED of and from the Flat/Unit)
Allottee/s /s above named the sum of)
Rs. _____ /-)
(Rupees _____)
_____ **Only**)
Towards advance payment or deposit paid)
by the Allottee/s to the Promoter)

For **DHRUVA WOOLLEN MILLS PVT. LTD.**

Director/Authorised Signatory

Housiey.com

ANNEXURE “ A ”
7/12 EXTRACTS

अहवाल दिनांक : 18/05/2022



महाराष्ट्र शासन

गाव नमुना सात (अधिकार अभियोग आवधार)

। महाराष्ट्र जमीन महाराष्ट्र अधिकार अभियोग आवधार (तपार करणे व सुस्थिरीत करणे) नियम, १९७१ यातील नियम ३.५.६ आणि ७।

गाव : चित्रछसर मानपाडा तातुका - ठाणे

जिल्हा : - ठाणे

गट क्रमांक व उपायिभाग : 2/2

भू-धारणा पद्धती : भोगवटादार वर्ग -

शेताचे स्थानिक नाव -

| क्षेत्र, एकांक व आकाराणी | शेताचे क्र. भोगवटादाराचे नाव | क्षेत्र आकार पो.ख. फे.फा. | कुळ, संड व इतर अधिकार |
|---|------------------------------|---------------------------|---|
| क्षेत्रांक अरु चो.मी । १४१ गावी गाव वारकरी । ४४४,००,०० | । १४१ गावी गाव वारकरी | । १४१ ४४४,००,०० | क्षेत्रांचे गाव व संड |
| अकारांक दृश्य विवर अंती १११,००,०० | । १४१ गावी गाव वारकरी | । १४१ १११,००,०० | दृश्य अधिकार |
| आकाराणी ०,०० | ३०% पुढ बुलन विस्त घाति | १११,००,०० | आवृत्तातील १ ते १० अटी व भर्तीत अधीन राखण (१११) |
| | | | अभियोगातील यांची विवाहांकाळीसम वर्द्दी (१११) |
| | | | प्रतिविवरण घेणारांना : नाही |
| | | | प्रतिविवरण घेणारांना : नाही |
| | | | प्रतिविवरण घेणारांना : १६१ व दिनांक १७/०५/२०२२ |
| | | | शेता आणि अभ्यापन विवर |
| | | | |
| उन क्रमांकांक ३८ (३२७,५४१०) (६७८) (६३५) (१०४३) (११३४) (११८०) (११९९) | | | |

गाव नमुना वारा (पिकांची नोंदवाही)

। गहारां जमीन गहारां अधिकार अभियोग आवधार नोंदवाहा (तपार करणे व सुस्थिरीत करणे) नियम, १९७१ यातील नियम २९।

गाव : चित्रछसर मानपाडा तातुका - ठाणे

जिल्हा : - ठाणे

गट क्रमांक व उपायिभाग : 2/2

| वर्ष | हंगाम | खाता क्रमांक | पिकाखालील क्षेत्राचा तपशील | | | | | | लागवडीसाठी उपलब्ध नसलेली जमीन | जल सिंचनाचे साधन | शेरा | | | |
|------|-------|--------------|----------------------------|-------------------|-------------------|-------------------------|-----------|-----------|-------------------------------|------------------|-----------|------|--|--|
| | | | पिकाखालील क्षेत्र | | | निमेल पिकाखालील क्षेत्र | | | | | | | | |
| | | | घटक | पिकाखालील क्षेत्र | पिकाखालील क्षेत्र | पिकाखालील क्षेत्र | जल सिंचन | अंजला | | | | | | |
| (१) | (२) | (३) | (४) | (५) | (६) | (७) | (८) | (९) | (१०) | (११) | (१२) | (१३) | | |
| | | | | | | | | | | | | | | |
| | | | | आर. वो.मी | आर. वो.मी | | आर. वो.मी | आर. वो.मी | आर. वो.मी | आर. वो.मी | आर. वो.मी | | | |

सुचना - सदरचे क्षेत्र अकृषक क्षेत्रामध्ये रुपांतरीत झाले असल्याने पा क्षेत्रासाठी गाव नमुना न.१२ ची आवश्यकता नाही

*या प्रमाणित प्रतीकास्ती फी म्हणून १५- रुपये घिलावा.
दिनांक : - १८/०५/२०२२
साकारतक क्रमांक : - २७२१०००४२१३१००८००५२०२२११६२

(नाव : विजय लगान गडवे)
तातुकी साझा : - चित्रछसर मानपाडा - ठाणे जि - ठाणे



अहवाल दिनांक : (६/५/२०२२)

महाराष्ट्र शासन

गाव नमना सात (अधिकार अभिलेख पत्रक)

महाराष्ट्र जारीन महसूत अधिकार अभिलेख आणि गोदवडा (तपार करणे व सुस्थितीत ठवणे) नियम, १९७१ यातीत नियम ३५६ आणि ८।

गाव - चित्तलसर मानपाडा तालुका - ठाणे

जिल्हा - ठाणे

गट क्रमांक व उपविभाग : २/५

भोगवटादार वर्ग - I

शेताचे स्थानिक नाव :

| क्षेत्र एकक व अकारणी | खाते क्र. नाव | भोगवटादाराचे नाव | क्षेत्र आकार पी.टी. फे.फा. | कुल, खड त इतर अधिकार |
|--|---------------|-----------------------------|----------------------------|------------------------|
| क्षेत्र एकक आर.चो.मी | (४३) | प्रेस्टीज मार्केट प्रेस्टीज | २६,१००.०० | (११३७) |
| अनुभवीक शेत्र | (४४१) | पी.टी.फे.फा. फार्मिंग | | (११६१) |
| कैन डेनी | २६३,००.०० | | | |
| आकाराती | ०.०० | ३६७ घुरुस गिरस प्रांति | २६३,००.०० | (११६१) |
| कैन फरफार क्र. (१२६१) (३०१) (६७८) (५३५) (१०२५) (१०४३) (११३४) (११५९) (११९९) | | | | जोग आणि भग्नापन विक्री |
| | | | | |

गाव नमना वारा (पिकांची नोंदवाही)

महाराष्ट्र जारीन महसूत अधिकार अभिलेख आणि नोंदवडा (तपार करणे व सुस्थितीत ठवणे) नियम, १९७१ यातीत नियम ३५६ आणि ८।

गाव - चित्तलसर मानपाडा तालुका - ठाणे

जिल्हा - ठाणे

गट क्रमांक व उपविभाग : २/५

| क्षेत्र एकक व अकारणी | पिकाखालील क्षेत्राचा तपशील | | | | लागवडीसाठी उपलब्ध नसलेली जामीन | जत सिवाय साधन | | |
|----------------------|-------------------------------|--------------|---------------------------|-----------|--------------------------------|---------------|--------------|--|
| | मिश्र पिकाखालील क्षेत्र | | निमित्त पिकाखालील क्षेत्र | | | | | |
| | पटक पिक व प्रलकाखालील क्षेत्र | | | | | | | |
| क्षेत्र | हगाम | खाता क्रमांक | पिकाचे नाव | जल सिंचित | पिकाचे नाव | जल सिंचित | खरुप क्षेत्र | |
| (१) | (२) | (३) | (४) | (५) | (६) | (७) | (८) | |
| | | | | आर. चो.मी | आर. चो.मी | आर. चो.मी | आर. चो.मी | |

सूचना :- सदरचे क्षेत्र अकृषक क्षेत्रामध्ये रुपांतरीत झाले असल्याने या क्षेत्रासाठी गाव नमुना न.१२ ची आवश्यकता नाही

“या प्रमाणित प्रतीक्षांची फोटो न्हणून १५० रुपये मिळाले।”
दिनांक :- १८/५/२०२२
साकेतिक क्रमांक :- २२१०००४२१३१००९००५२०२२११६४

(नाव : उपलब्ध तपार गडवू)
तसाठी साझा :- चित्तलसर मानपाडा - ठाणे पि - ठाणे

ANNEXURE “ B ”
Title Certificates



DSK Legal
 Advocates & Solicitors
 1203-04, One World Office
 Tower 21, Floor 12A
 8A, Sengar Road Metro
 Ghatkopar East
 Mumbai - 400 075, India

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TITLE CERTIFICATE

We have investigated the title of Dhruva Woollen Mills Private Limited ("DWMPL"), in respect of the said Property more particularly described in the **Schedule** hereunder written and based on the documents and information provided to us, we have to state as follows:

1. For the purposes of this Title Certificate:

- A. We have perused the documents as set out in **Annexure "A"** hereto and have relied upon the mutation entries and the 7/12 extracts of the said Property.
- B. We have caused searches to be conducted by Mr. Ashish Jhevari (Title Investigator) who has conducted searches in the concerned office of the Sub-Registrar of Assurances in respect of the said Property. We have relied upon his Search Reports dated May 26, 2021 and March 26, 2022, and the same are separately provided.
- C. We have caused searches to be conducted by VVS & Associates (Company Secretary) on PB Global Limited ("Company"), who has conducted searches in the records of the Registrar of Companies. We have relied upon the Search Reports dated May 25, 2021 and March 30, 2022, and the same are separately provided.
- D. We have caused CERSAI Search to be conducted by VVS & Associates (Company Secretary) in respect of the said Property, who has conducted searches in the portal maintained by the Central Registry of Securitisation Asset Reconstruction and Security Interest of India (<https://cersai.ctp.in/CERSAI/home.php>). We have relied upon their Search Reports dated May 24, 2021 and March 30, 2022, and the same are separately provided.
- E. We have issued public notice in Times of India, Mumbai, Delhi, NCR and Kolkata Edition (English) and Maharashtra Times, Mumbai Edition (Marathi) on May 25, 2021, for inviting claims/objections from the public, inter-alia in respect of the title of the Company to the said Property. Pursuant to issuance of the public notices, we have received objection(s), which have been separately dealt with in **Annexure "B"** annexed hereto.
- F. Since verifying pending litigations in respect of the said Property become difficult due to various reasons including (i) litigations can be filed/relitigated in various fora depending upon the relief claimed; and/or (ii) records of litigations maintained by courts and other authorities (judicial or otherwise) are not updated nor maintained descriptively and not easily available/accessible; and/or (iii) there are no registers maintained in respect of matters referred to arbitration, we have not conducted any searches before any court of law or before any other authority (judicial or otherwise) to verify whether the said Property are a subject matter of any litigation. However, we have caused online litigation searches by Cubictree Technology Solutions Private Limited on May 26, 2021 and updated on March 25, 2022, in respect of PB Global Limited and Pesticides and Brewers Limited separately, to ascertain if there are any litigation proceedings initiated against them and have relied upon their reports dated May 26, 2021 and updated reports dated March 25, 2022 ("Litigation Search Reports"), copy whereof are separately provided. Upon perusal of the Litigation Search Reports, we note that there are certain litigations, which are pending in respect of the said Property and/or against PB Global Limited and Pesticides and Brewers Limited and the same are dealt herein below.

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G: We have not conducted any investigation / enquired into the pending direct/indirect tax liability of the PB Global Limited (or its predecessors in title) in respect of the said Property. This aspect needs to be independently verified by Chartered Accountant or Tax Consultant.

H: Since our scope of work does not include considering aspects within the domain of an architect and surveyor, we have not carried out any physical inspection of the said Property nor have we commented on the development aspects and /or development potential of the said Property.

I. We have relied upon the information in relation to:

- lineage, on the basis of revenue records and information;
- copies of documents of title as listed in Annexure "A";
- copies of 7/12 extracts, Mutation Entries (Form-VI) and other revenue records; and
- information provided by the representatives of PB Global Limited.

J. We have assumed that:

- the mutation entries provided to us accurately reflect the transactions contained therein and have presumed the correctness of the contents thereof in accordance with Section 157 of the Maharashtra Land Revenue Code, 1966;
- the mutation entries and other revenue records, which are not available do not have any adverse effect on the title of said Property;
- the revenue records provided for our perusal are updated and have not been modified/revised;
- the persons executing the documents have the necessary authority to execute the same;
- the consideration payable to the erstwhile owners / other parties under all the agreements have been paid;
- all documents/records submitted to us as photocopies conform to the originals and all such originals are authentic and complete;
- all signatures and seals on any documents/records submitted to us are genuine;
- wherever any minor's rights are involved (if applicable) the same have been dealt with by their rights / natural guardian for legal necessity and the same have not been challenged by such minors upon their attaining majority; and
- the legal capacity of all natural persons are as they purport it to be.

Based on the aforesaid and the documents provided to us, we have to Report as under:

Flow of Title:



- Originally, Gram Panchayat, Chitalsar Manpada was the owner of and seized and possessed of and well and sufficiently entitled to *inter-alia* land bearing Gari No. 2 (Part) of Village Chitalsar Manpada, Taluka Thane, District Thane.
- The Additional Collector, Thane vide its order bearing no. CB/LBP-SR-2010 dated January 3, 1961, permitted the Sarpanch, Village Panchayat, Chitalsar Manpada to transfer the land bearing Gari No.2 (part) admeasuring 5 Acres 20 Gunthas under Section 55 of the Village Panchayat Act, 1958 to Bharat Pulverising Mills (Private) Limited on payment of Rs.1500/- per Acre and on the terms and conditions contained therein. The aforesaid order, *inter-alia*, records that:
 - i. Gari No.2 (part) admeasuring 5 Acres 20 Gunthas is Guracharan land and shall be used for setting up factory for manufacturing of insecticides and pesticides;
 - ii. Bharat Pulverising Mills (Private) Limited shall not sell / lease or create any charge/mortgage or any encumbrance on the land without previous permission in writing from the Collector;
 - iii. On breach of any of the terms of the permission, the transaction shall be treated as cancelled;
- We have been verbally informed by the representatives of Company that copy of the aforesaid order is not available with them. The reference of the aforesaid order is obtained from Sale Deed dated January 9, 1961, duly registered with the office of Sub-Registrar of Assurances, Bombay under Book No.689 at page 199 to 207.
- The Prospectus dated February 23, 1961 of Pesticides Limited records that Bharat Pulverising Mills Private Limited is the promoter of Pesticides Limited. The Prospectus further records that Bharat Pulverising Mills Private Limited is acquiring land at Thane for Pesticides Limited and as such Pesticides Limited had secured all services of technicians for acquiring the land through Bharat Pulverising Mills Private Limited. Thus, it seems that the aforementioned order was obtained by Bharat Pulverising Mills Private Limited for acquiring lands for Pesticides Limited.
- By and under a Sale Deed dated January 9, 1961, duly registered with the office of Sub-Registrar of Assurances, Bombay under Book No.689 at page 199 to 207, the Gram Panchayat Village Panchayat Chitalsar Manpada sold, transferred, conveyed and assigned land bearing Gari No.2 (part) admeasuring 5 Acres 20 Gunthas of Village Chitalsar Manpada, Taluka Thane, District Thane to Bharat Pulverising Mills (Private) Limited for the consideration and on the terms and conditions contained therein. Mutation Entry No.261 dated July 12, 1961 reflected in 7/12 extract of Gari No. 2/5 confirms the same.
- By an order bearing no. RB/NAPS/2048 dated April 3, 1962, the Collector, Thane granted permission under Section 65 of Land Revenue Code to Bharat Pulverising Mills Private Limited to use *inter-alia* land bearing Gari No. 2(pt), Gari No. 1/3(pt), Gari No. 1/4(pt), Gari No. 1/5 and Gari No. 1/6(pt) aggregate admeasuring 42,592 square yards for non-agricultural purpose of industrial use and allowed to amalgamate the same with the original non-agricultural area and to form entire non-agricultural plot admeasuring 84,700 square yards on the terms and conditions contained therein.
- Mutation Entry No. 302 dated April 8, 1963, reflected in 7/12 extract of Gari No. 2/5 records that the name of Bharat Pulverising Company Private Limited is changed to Pesticides Public Limited. Mutation Entry No. 302 should have been reflected in 7/12 extract of Gari 2/2 also. This appears to be an error as the name was always Bharat Pulverising Mills Private Limited and not Bharat Pulverising Company Private Limited.



- By an order bearing no.RB-V-LBP-2019 dated August 26, 1964, the Collector, Thane permitted the Sarpanch, Village Panchayat Chitalsar Manpada to transfer additional land admeasuring 2 Acres 30 Gunthas bearing Gat No. 2 (part) of Village Chitalsar Manpada, Taluka Thane, District Thane to Pesticides Limited on the terms and conditions contained therein. On perusal of order bearing no.RB-V-LBP-2019 dated August 26, 1964, issued by the Collector, Thane, we note that:
 - i. Upon conducting physical survey and measurement of aforementioned Gat No.2 (part) of Village Chitalsar Manpada, Taluka Thane, District Thane, it was found that actual area of the land transferred to Bharat Pulverising Mills (Private) Limited is 9 Acres 10 Gunthas instead of 6 Acres 20 Gunthas and Bharat Pulverising Mills Private Limited was in possession of additional land admeasuring 2 Acres 30 Gunthas. Thus, Bharat Pulverising Mills Private Limited made the application for grant of the additional land admeasuring 2 Acres 30 Gunthas.
 - ii. In the meanwhile, name of Bharat Pulverising Mills Private Limited was changed to Pesticides Limited.
 - iii. The Government of Maharashtra, Industrial and Labour Department, vide its letter bearing no. IDN-1062/23492 IDN 1 dated April 16, 1964, informed that there is no objection to allow the land of 2 Acres 30 Gunthas to be granted to Pesticides Limited.
- We have been verbally informed by the representatives of PB Global Limited that order bearing no.RB-V-LBP-2019 dated August 26, 1964, erroneously records that name of Bharat Pulverising Mills Private Limited is changed to Pesticides Limited. Pesticide Limited is public joint stock entity promoted by Bharat Pulverising Mills Private Limited and as such Bharat Pulverising Mills Private Limited acquired all these lands for Pesticides Limited and this fact is recorded in Sale Deed dated November 14, 1964, duly registered with the Sub-Registrar of Assurances at Thane under serial no.1487 of 1964.
- By and under a Sale Deed dated November 14, 1964, duly registered with the Sub-Registrar of Assurances at Thane under serial no.1487 of 1964, the Village Panchayat, Chitalsar Manpada sold, transferred, conveyed and assigned land bearing Gat No.2 (part) admeasuring 2 Acres 30 Gunthas to Pesticides Limited for the consideration and on the terms and conditions contained therein. Mutation Entry No.327 dated February 17, 1965 reflected in 7/12 extract of Gat No. 2/2 confirms the same.
- The Collector of Land, Thane vide its order bearing no. CB/LBP-SR-2013 dated December 18, 1964, has confirmed that Pesticides Limited is permitted to purchase land bearing Gat No. 2 (pt) admeasuring 9 Acres 10 Gunthas.
- By and under a Sale Deed dated March 2, 1966, registered with the Sub-Registrar of Assurances at Bombay under serial no.517 of 1966, Bharat Pulverising Mills (Private) Limited sold, transferred, conveyed and assigned land bearing Gat No. 2 (part) admeasuring 6 Acres 20 Gunthas in favour of Pesticides Limited for the consideration and on the terms and conditions contained therein.
- Thus, Pesticides Limited became the owner of land bearing Gat Nos. 2/2 and 2/5 aggregately admeasuring 9 Acres and 10 Gunthas equivalent to 37,400 square metres or thereabouts situate at Village Chitalsar Manpada, Taluka Thane (West), Maharashtra ("the said Property")



- Mutation Entry No. 410 dated February 1971 records the effect of decimal system in the revenue records under the provisions of the Bombay Weights and Measures (Enforcement) Act, 1958 and Indian Coinage Act, 1935 in revenue records of entire Village Chitalsar Marpada.
- Mutation Entry No. 678 dated August 9, 2003 records that pursuant to Government's Circular dated November 23, 2002 and subsequent order dated August 8, 2003 issued by Talukdar, Thane, the 7/12 extracts pertaining to various properties including the land bearing Gat No.2 (part) were computerised and rectified under Section 159 of the Maharashtra Land Revenue Code, 1956. Pursuant thereto, the land bearing Gat No.2 (part) was subdivided and assigned the following Hissa numbers:

| Gat No. | Hissa No. | Area H-R-P | Holder's name |
|---------|-----------|------------|---------------------------|
| 2 | 2 | 1-11-00 | Pesticides Public Limited |
| 2 | 5 | 2-63-00 | Pesticides Public Limited |

- Mutation Entry No. 835 dated January 14, 2010 records that pursuant to Order dated December 11, 2009 of the Sub-Divisional Officer, Thane Division, internally, the said Property is classified as Class-II land and the remark as "transfer restricted without prior permission from the Government" came to be recorded in the other-right column of the 7/12 extract of the said Property.
- The 7/12 extract of Gats No. 2/2 and 2/5 reflects Mutation Entry No. 1025 and 1043. We are provided with a certificate issued by Talukdi, Chitalsar Marpada confirming therein that Mutation Entry No. 1025 and 1043 is for computerizing the revenue records for entire village of Chitalsar Marpada.

TRANSACTION WITH DWMPL

- The Collector, Thane, vide its order dated April 1, 2022, converted the tenure of the said Property from Class-II Occupancy to Class-I Occupancy on the terms and conditions contained therein. The order dated April 1, 2022, further records that premium of Rs. 96,71,61,000/- (Rupees Ninety Six Crore Seventy One Lakh Sixty Four Thousand Only) towards 60% of the market value of the said Property has been paid to the concerned authority (towards conversion premium) / charges in respect of the said Property.
- By and under a Deed of Conveyance dated March 31, 2022, registered with the Sub-Registrar of Assurance under Serial no. TNN2-7863 of 2022, PB Global Limited sold, transferred and conveyed said Property in favour of DWMPL for the consideration and on the terms and conditions contained therein.
- Simultaneously with execution of the aforesaid Deed of Conveyance, PB Global Limited also executed a Power of Attorney dated March 31, 2022, registered with the Sub-Registrar of Assurances at Thane under Serial No. TNN2-7867 of 2022 in favour of DWMPL to perform various acts, deeds, matters and things in relation to the said Property on the terms and conditions contained therein.



- By a Deed of Rectification dated July 8, 2022, registered with the Sub-Registrar of Assurances under Serial No. TNN2-15652 of 2022, PB Global Limited and DWMPL rectified the aforesaid Deed of Conveyance and recorded therein that the said Property is bearing CTS Nos. 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486, 1487 and 1666 and aggregate area of the said Property is 38,335.10 square metres instead of 37,400 square metres and on the terms and conditions contained therein.

7/12 EXTRACTS

- The 7/12 extracts pertaining to the said Property all dated May 18, 2022 record as follows:

| Sr. No. | Gate No. | Tenure | Area in square metres | Name of Owner | Remarks in the other right column |
|--------------|----------|-------------------|-----------------------|--------------------------------------|--|
| 1. | 2/2 | Occupancy Class I | 11,100 | Dhruva Woollen Mills Private Limited | ✓ Subject to conditions 1 to 10 of the order |
| 2. | 2/5 | Occupancy Class I | 26,300 | Dhruva Woollen Mills Private Limited | ✓ Subject to conditions 1 to 10 of the order |
| Total | | | 37,400 | | |

PROPERTY REGISTER CARDS

- The Property Register Cards pertaining to the said Property record as under:

| Sr. No. | CTS No. | Class of Land | Area in square metres | Name of Owner |
|---------|---------|---------------|-----------------------|----------------------------|
| 1. | 1463 | C | 8.70 | Pesticides Limited Company |
| 2. | 1464 | C | 80.10 | Pesticides Limited Company |
| 3. | 1465 | C | 72 | Pesticides Limited Company |
| 4. | 1466 | C | 408.20 | Pesticides Limited Company |
| 5. | 1467 | C | 157.20 | Pesticides Limited Company |
| 6. | 1468 | | | Not provided |
| 7. | 1469 | C | 145.60 | Pesticides Limited Company |
| 8. | 1470 | C | 72.40 | Pesticides Limited Company |
| 9. | 1471 | C | 314.30 | Pesticides Limited Company |
| 10. | 1472 | C | 20.60 | Pesticides Limited Company |



| | | | | |
|-----|------|-----|-----------|----------------------------|
| 11. | 1473 | Nil | Nil | Nil |
| 12. | 1474 | C | 120.20 | Pesticides Limited Company |
| 13. | 1475 | C | 23.60 | Pesticides Limited Company |
| 14. | 1476 | C | 535 | Pesticides Limited Company |
| 15. | 1477 | C | 186 | Pesticides Limited Company |
| 16. | 1478 | C | 143.70 | Pesticides Limited Company |
| 17. | 1479 | C | 143.70 | Pesticides Limited Company |
| 18. | 1480 | C | 143.70 | Pesticides Limited Company |
| 19. | 1481 | C | 10.60 | Pesticides Limited Company |
| 20. | 1482 | C | 10.60 | Pesticides Limited Company |
| 21. | 1483 | C | 12.80 | Pesticides Limited Company |
| 22. | 1484 | C | 12.80 | Pesticides Limited Company |
| 23. | 1485 | C | 12.80 | Pesticides Limited Company |
| 24. | 1486 | C | 14.30 | Pesticides Limited Company |
| 25. | 1487 | C | 12.80 | Pesticides Limited Company |
| 26. | 1666 | C | 35,239.80 | Pesticides Limited Company |

- We understand that the property register cards pertaining to the said Property are required to be updated to record the name of DWMPPL as owner thereof.

MORTGAGE

- By and under Indemnity Cum Undertaking dated June 17, 2016, registered with the office of the Sub-Registrar of Assurances, Thane under serial no.TNN9-6145 of 2016, the Company (then known as Pesticides and Brewers Limited Limited) had agreed and confirmed that it shall not sell, transfer, mortgage or create third party rights *inter-alia* on the said Property without prior permission of Union Bank of India until all amounts due and payable by PB Global Limited to Union Bank of India are paid in full.
- PB Global Limited vide its letter dated March 26, 2021, had deposited the following original documents *inter-alia* of the said Property as the additional collateral security with Union Bank of India against additional loan facility of Rs.6.80 Cr:



- (i) Sale Deed dated January 9, 1961, duly registered with the office of Sub-Registrar of Assurances, Bombay under Book No.689 at page 199 to 207;
- (ii) Sale Deed dated November 14, 1964, duly registered with the Sub-Registrar of Assurances at Thane under serial no.1467 of 1964; and
- (iii) Sale Deed dated March 2, 1966, registered with the Sub-Registrar of Assurances at Bombay under serial no. 917 of 1966.
- Union Bank of India, via its No Dues Certificate dated April 5, 2022 has confirmed that the credit facilities availed by PB Global Limited has been paid in full and further confirmed that no further dues are outstanding and released, amongst the other, the aforesaid original documents of the said Property to PB Global Limited.
- By and under a Deed of Re-conveyance dated April 26, 2022, registered with the Sub-Registrar of Assurances at Thane under Serial No. TNNS-6980 of 2022, Union Bank of India reconveyed and released, inter alia, the said Property in favour of PB Global Limited.

CHANGE OF NAME

- The Prospectus dated February 23, 1961, of Pesticides Limited records that Bharat Pulverising Mills Private Limited is the promoter company of Pesticides Limited.
- Pesticides Limited was incorporated and registered under the provisions of Companies Act, 1956 and as such the Registrar of Companies had issued a Certificate of Incorporation bearing no.11861 of 1960-61 dated October 28, 1960, in respect thereof.
- The name of Pesticides Limited was changed to Pesticides and Brewers Limited, and accordingly Registrar of Companies issued a Certificate of Change of Name dated January 21, 1971 in respect thereof.
- Thereafter name of Pesticides and Brewers Limited was changed to PB Global Limited, and accordingly Registrar of Companies issued a Certificate of Incorporation pursuant to Change of Name dated August 10, 2016, in respect thereof.

ASSESSMENT AND UTILITY BILLS

- Thane Municipal Corporation has issued the Property Tax Bill for the period of April 1, 2021 to March 31, 2022 in the name the Company for an amount of Rs.1,64,104/- (Rupees One Lakh Sixty Four Thousand One Hundred and Four Only).
- The Company made online payment of the aforesaid Property Tax Bill on May 12, 2021.
- Maharashtra State Electricity Distribution Company Limited ("MSEB") issued the Electricity Bill for the month of May 2022 to the Company for an amount of Rs.1,310/- (Rupees One Thousand Three Hundred and Ten Only).

NO OF LABOUR COMMISSIONER



- PB Global Limited vide its letter dated June 17, 2021 had made an application to the Deputy Labour Commissioner for issuance of the Labour NOC for sale and transfer inter-alia of the said Property.
- The Labour Commissioner vide its letter bearing no.9443 dated September 1, 2021 has granted its no objection in favour of PB Global Limited, for sale/transfer/development inter-alia of the said Property.

DEVELOPMENT PLANNING RESERVATION:

- DP Remarks dated August 28, 2021, issued by Thane Municipal Corporation records that the said Property is affected by proposed 12 metres, 20 metres and 60 metres road, having reservation of secondary school / playground and balance of the said Property falls in industrial and residential zone.

LITIGATION

1. Suit No. 12 of 2009

- Mr. Narendra Kumar Beria ("Narendra") one of the shareholders of the Company Limited has filed Civil Suit No. 12 of 2009 ("2009 Suit") before the Hon'ble High Court, Calcutta, against Mr. Om Prakash Beria and others seeking certain reliefs as more particularly mentioned therein.
- We understand that there were certain applications filed in 2009 Suit, which now is resulted into filing of APOT No. 90 of 2022 before the Hon'ble High Court, Calcutta.
- We note that 2009 Suit and APOT No. 90 of 2022 are pending adjudication. It is further noted that no adverse orders have been passed in 2009 Suit and/or APOT 90 OF 2022 affecting the sale and/or the development of the said Property.

2. Civil Suit No. 79 of 2011

- Narendra filed Civil Suit No.79 of 2011 ("2011 Suit") against Mr. Om Prakash Beria and others before the Hon'ble High Court, Calcutta, seeking certain reliefs as more particularly mentioned therein.
- We note that 2011 Suit is pending. It is further noted that no adverse orders have been passed in 2011 Suit affecting the sale and/or the development of the said Property.

SEARCHES

- We have perused Search Reports dated May 26, 2021, and March 28, 2022, issued by Mr. Ashish Jhaveri, Title Investigator. Upon perusal of the same, we note the following encumbrances:
 - Notice of Ls. Pending dated September 18, 2014, registered with the Sub-Registrar of Assurances at Thane under Serial No.TNN2/7853 of 2014 in respect of the 2011 Suit;
 - Deed of Mortgage dated September 3, 2015, registered with the Sub-Registrar of Assurances at Thane under Serial No.TNN5/9269 of 2015 in favour of Union Bank of India.



Title Deeds & Conveyances

- c. Indemnity Cum Undertaking dated June 17, 2016, registered with the Sub-Registrar of Assurances at Thane under Serial No.TNNS/6145 of 2016, and,
- d. Deed of Mortgage dated November 9, 2020, registered with the Sub-Registrar of Assurances at Thane under Serial No.TNNS/11524 of 2020 in favour of Union Bank of India;
- We note that aforementioned Deeds of Mortgage are not in respect of the said Property. However, under a Deed of Re-conveyance dated April 26, 2022, registered with the Sub-Registrar of Assurances at Thane under Serial No.TNNS-5960 of 2022, Union Bank of India has reconveyed and released, inter-alia, the said Property in favour of PB Global Limited.
- We have caused searches to be conducted by VVS & Associates (Company Secretary) on PB Global Limited, who has conducted searches in the records of the Registrar of Companies. We have relied upon their Search Reports dated May 25, 2021 and March 30, 2022, which confirms that save and except what is stated in this Report, there are no other pending charges in respect of the said Property.
- We have caused CERSAI Search to be conducted by VVS & Associates (Company Secretary) in respect of the said Property, who has conducted searches in the portal maintained by the Central Registry of Securitisation Asset Reconstruction and Security Interest of India (<https://ceraisai.org.in/CERSAI/home.org>). We have relied upon their Search Reports dated May 24, 2021 and March 30, 2022, which confirms that save and except what is stated in this Report, there are no other pending charges in respect of the said Property.
- We have caused online litigation searches by Cubictree Technology Solutions Private Limited, in respect of PB Global Limited and Pesticides and Breweries Limited separately, to ascertain, if there are any litigation proceedings initiated against them and have relied upon their reports dated May 26, 2021 and March 25, 2022, copy whereof are separately provided.

OPINION

- Subject to what is stated hereinabove, DWML is the owner of the said Property and the title of DWML to the said Property is free, clear and marketable.

THE SCHEDULE HEREINABOVE REFERRED TO

All that piece and parcel of land aggregately admeasuring 37,400 square metres as per II/12 extracts, (admeasuring 38,335.10 square metres as per the physical measurement) and bearing CTS Nos. 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486, 1487 and 1666 corresponding to Gt. Nos. 2/2 and 2/5 of Village Chitalsar Marpada, Taluka Thane, District Thane (West) Maharashtra, India, situated within the limits of Thane Municipal Corporation.

This Title Certificate is based on the provisions of applicable laws prevailing at the present time and the facts of the matter, as we understand them to be. Our understanding is based upon and limited to the



documents and information provided to us. Any variance of facts or of law may cause a corresponding change in this Title Certificate.

We would be pleased to discuss the contents of this Title Certificate and provide any additional information / clarifications that may be required. In case you have any specific queries relating to this Title Certificate, please do not hesitate to contact us.

Dated 4th day of August, 2022



Housiey.com

DSK Legal

Annexure "A"
(List of documents perused)

| Sr. No. | Particular | Original | Photocopy |
|---------|---|----------|-----------|
| 1. | Certificate of Incorporation bearing no.11854 of 1960-61 dated October 28, 1960 of Pesticides Limited issued by the Registrar of Companies; | X | ✓ |
| 2. | Sale Deed dated January 9, 1961, duly registered with the office of Sub-Registrar of Assurances, Bombay under Book No.689 at page 199 to 207 executed between the Gram Panchayat Village Panchayat Chitalsar Maripada of the One Part and Bharat Pulverising Mills (Private) Limited of the Other Part; | ✓ | ✓ |
| 3. | The Prospectus dated February 23, 1961 of Pesticides Limited; | X | ✓ |
| 4. | Order bearing no. RB/NAPSR/2048 dated April 3, 1962 passed by the Collector, Thane under Section 65 of Land Revenue Code in favour of Bharat Pulverising Mills Private Limited; | X | ✓ |
| 5. | Order bearing no. RB-V-LBP-2019 dated August 26, 1964 issued by the Collector, Thane under Section 51 of the Village Panchayat Act, 1958; | X | ✓ |
| 6. | Sale Deed dated November 14, 1964, duly registered with the Sub-Registrar of Assurances at Thane under serial no.1487 of 1964 executed between the Village Panchayat, Chitalsar Maripada of the One Part and Pesticides Limited of the Other Part; | ✓ | ✓ |
| 7. | Order bearing no. CB/LBP-SR-2010 dated December 18, 1964 passed by the Collector of Land, Thane; | X | ✓ |
| 8. | Sale Deed dated March 2, 1966, registered with the Sub-Registrar of Assurances at Bombay under serial no.917 of 1966 executed between Bharat Pulverising Mills (Private) Limited of the One Part and Pesticides Limited of the Other Part; | ✓ | ✓ |
| 9. | Certificate of Change of Name dated January 21, 1971 for the Company issued by the Registrar of Companies; | X | ✓ |



| | | | |
|-----|--|-------------------------------------|-------------------------------------|
| 10. | Indemnity Cum Undertaking dated June 17, 2016, registered with the office of the Sub-Registrar of Assurances, Thane under serial no. TNM9-6145 of 2016 executed between The Company of the One Part and Union Bank of India of the Other Part; | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 11. | Certificate of Incorporation pursuant to Change of Name dated August 10, 2016 for The Company Limited issued by the Registrar of Companies; | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 12. | Letter dated March 26, 2021 of the Company addressed to Union Bank of India for deposit of original title documents; | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 13. | Property Tax Bill for the period of April 1, 2021 to March 31, 2022 in the name The Company issued by Thane Municipal Corporation and payment receipt thereof; | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 14. | Application dated June 17, 2021 of the Company Limited for the Labour NOC; | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 15. | DP Remarks dated August 28, 2021 issued by Thane Municipal Corporation; | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 16. | No Objection Certificate dated September 1, 2021 issued by The Labour Commissioner; | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 17. | Deed of Conveyance dated March 31, 2022, registered with the Sub-Registrar of Assurances under Serial no. TNM2-7863 of 2022 executed between PB Global Limited and DWMPL; | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 18. | Power of Attorney dated March 31, 2022, registered with the Sub-Registrar of Assurances at Thane under Serial No. TNM2-7867 of 2022 executed by PB Global Limited in favour of DWMPL; | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 19. | Deed of Rectification dated July 8, 2022, registered with the Sub-Registrar of Assurances under Serial No. TNM2-15652 of 2022 executed between PB Global Limited and DWMPL; | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 20. | Permission dated April 1, 2022 issued by the Collector of Thane; | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 21. | No Dues Certificate dated April 5, 2022 issued by Union Bank of India, Mahalaxmi Branch; | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |



| 22. | Deed of Re-conveyance dated April 26, 2022, registered with the Sub-Registrar of Assurances at Thane under Serial No. TNNS-6960 of 2022 executed between Union Bank of India and the Company; | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
|-----|---|-------------------------------------|-------------------------------------|
| 23. | Electricity Bill for the month of May 2022 in name of the Company The Company issued by Maharashtra State Electricity Distribution Company Limited; | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 24. | The 7/12 extracts pertaining to Grit Nos. 2/2 and 2/5 both dated May 18, 2022; and | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 25. | Property Register Cards pertaining to CTS Nos. 1463, 1464, 1465, 1466, 1467, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486, 1487 and 1566. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |

A handwritten signature in black ink, appearing to read "R. S. DSK Legal".

Housiey.com



Annexure "B"

Details of objections/claims received pursuant to public notice

| Sr. No. | Name of Claimant | Details of claim |
|---------|--|---|
| 1. | Yashmeet Kaur and Akshay Singh, Advocates for (i) Shri Vijay Kumar Beria, (ii) Shri Vijay Kumar Beria HUF, (iii) Sucha Beria | By a letter dated May 28, 2021, the Advocates for the Claimants informed us that the matter is subjudice before the Hon'ble High Court at Calcutta bearing Civil Suit No.79 of 2011 and said Property is joint estate of Beria family. |
| 2. | Mr. Arnab Sardar, Advocate for Narendra Kumar Beria | By a letter dated May 28, 2021, the Advocate for Claimant informed us that the matter is subjudice before the Hon'ble High Court at Calcutta bearing Civil Suit No.79 of 2011 and said Property is joint estate of Beria family. |
| 3. | Ms. IBI Datta, Advocate and Guardian of Mr. Shiv Kumar Beria | By a letter dated May 28, 2021, the Advocate and Guardian for the Claimant informed us that the matter is subjudice before the Hon'ble High Court at Calcutta bearing Civil Suit No.79 of 2011 and said Property is joint estate of Beria family. |

ANNEXURE “ C ”
RERA Certificate



Maharashtra Real Estate Regulatory Authority

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

This registration is granted under section 5 of the Act to the following project under project registration number :
P51700048270
Project: 26HOURLIFE - Tower B1 , Plot Bearing / CTS / Survey / Final Plot No.: 2/2 (part) & 2/5 (part) at Thane (M Corp.), Thane, Thane, 400607;

1. Dhruba Woollen Mills Pvt Ltd having its registered office / principal place of business at Tehsil: Ward F/North, District: Mumbai City, Pin: 400022.

2. This registration is granted subject to the following conditions, namely:-

- ❖ The promoter shall enter into an agreement for sale with the allottees;
- ❖ The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 3 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
- ❖ The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (i) of sub-section (2) of section 4 read with Rule 5;
- OR
- That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
- ❖ The Registration shall be valid for a period commencing from 22/12/2022 and ending with 31/12/2028 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- ❖ The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- ❖ That the promoter shall take all the pending approvals from the competent authorities.

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

Signature valid
Digitally Signed by
Dr. Vasantrao Manand Prabhu
(Secretary, MahaRERA)
Date: 22-12-2022 15:15:01

Dated: 22/12/2022
Place: Mumbai

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

ANNEXURE “ D ”
Commencement Certificate

Certificate No. 5153



THANE MUNICIPAL CORPORATION, THANE

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

मार्गील पानाकर नव्युद नुसार

V. P. No. इस.०५/०२६८/२२ TMC / TDD 4229 | 2.2 Date: 19 | 05 | 2022
 To: Shri / Smt. श. जगि देशमुख अंद-असा. (Architect)
 Shri म. शुभ चूलन मिल्स इ. लि. (Owner)

With reference to your application No. ५०९९ dated २५.०९.२२ for development permission / grant of Commencement certificate under section 45 & 59 of the Maharashtra Regional and Town Planning Act, 1966 to carry out development work and/or to erect building No. वर्षील प्राची in village फलक्ष्मी वानपाडा Sector No. ३ Situated at Road / Street योगेश्वर रोड Sy.No. ९८, ९९, १००, १०१, १०२, १०३, १०४, १०५ व छूट

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

- 1) The land vacated in consequence of the enforcement of the set back line shall form Part of the public street.
- 2) No new building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission has been granted.
- 3) The development permission / Commencement Certificate shall remain valid for a period of one year Commencing from the date of its issue.
- 4) This permission does not entitle you to develop the land which does not vest in you.
- 5) This Permission is being issued as per the provisions of UDCLP. If any permission is required to be obtained from any department of the State and Central Govt. under the provisions of any other laws / rules, it shall be binding on the owner / developer to obtain such permission from the concerned authority.
- 6) Necessary charges shall be paid to TMC as and when become due.
- 7) Necessary Permissions from Revenue Department required for Development of Land shall be taken as per Maharashtra Land Revenue Code & prevailing policies.
- 8) Thane Municipal Corporation shall not supply water for construction.
- 9) Applicant will remain responsible for any disputes regarding Ownership and boundary of plot & approach Road.

WARNING : PLEASE NOTE THAT THE DEVELOPMENT IN CONTRAVENTION OF THE APPROVED PLANS AMOUNTS TO COGNISABLE OFFENCE PUNISHABLE UNDER THE MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

Office No. _____
 Office Stamp _____
 Date _____
 Issued _____

Name: शिवाजी,
 श. जगि पानाकर

Thane Municipal Corporation
 the 19th of May 2022

I to R Permission**प्रदानरती फलस**

इमारत क्र. १ - सिटेट + ३ मंजले, इमारत क्र. २ - तळ / सिटेट + १ ते ४५ मंजले,
इमारत क्र. ३ - तळ / सिटेट + १ ते ३५ मंजले, इमारत क्र. ४ - तळ / सिटेट + १ ते ६ मंजले
व इमारत क्र. ५ - तळ / सिटेट + १ ते ८ मंजले + १ पर मंजल (पार्ट)

सी.सी. कावत

इमारत क्र. २ - तळ / सिटेट + १ ते ११ मंजले, इमारत क्र. ३ - तळ / सिटेट + १ ते १० मंजले,
इमारत क्र. ४ - तळ / सिटेट + १ मंजला व इमारत क्र. ५ - तळ / सिटेट + १ ते ८ मंजले + १
पर मंजल (पार्ट)

- 10) Permissions / clearances / NOCs from other Government departments if any required, shall be obtained by the applicant at appropriate stages.
- 11) Structural designs as per L.S. Code No.1993 & 4326 and drawings from RCC consultant should be submitted before C.C. If not submitted.
- 12) Sanitary Water Heating System should be installed before applying for Occupation Certificate.
- 13) C.C.T.V. System shall be installed before applying for Occupation Certificate.
- 14) Rain Water Harvesting System should be installed before applying for Occupation Certificate.
- 15) Organic Waste composting system shall be installed before applying for Occupation Certificate.
- 16) All site safety arrangements to be made while construction phase.
- 17) It is mandatory to implement Verococ Burne Disease action plan.
- 18) Initial CCO NOC needs to be submitted before applying for CCO for building no. 1 & 3.
- 19) Information board to be displayed at site till Occupation Certificate.
- 20) If in the development permission reserved land / acreage spent / road widening land is to be handed over to the authority in the lieu of development rights if any, then necessary possession certificate / registered transfer deed along with change in title or record of rights shall be executed in the name of authority within 6 months from the C.C.
- 21) The proposed Building should be structurally designed by considering seismic forces as per L.S. Code No. 1993 & 4326 and certificate of structural stability should be submitted at the stage of Plan and Occupation Certificate.
- 22) Regularization for waste water treatment and recycling as per Government resolution dated 15th January, 2016 is applicable and to be complied prior to applying for Occupation Certificate where STP is mandatory.
- 23) It is necessary to submit Status of Work every three months by Architect & Applicant.
- 24) Design drawings from Service consultant for storm water drainage & completion certificate must be submitted before applying for Occupation Certificate.
- 25) If the number of female labours on site are more than 10, then babysitting & other arrangements are to be provided for their children.
- 26) Boundary wall should be constructed before plan Certificate.
- 27) Lift Certificate from PWD should be submitted before Occupation Certificate.
- 28) Letter box should be installed on Ground floor before Occupation Certificate.
- 29) Sanad from Collector Office should be submitted before applying Occupation Certificate.
- 30) NOC from environment department should be submitted before Commencement Certificate.

- 31) All the provisions mentioned in UDCPR, as may be applicable, shall be binding on the owner / developer.
- 32) Developer shall make artificial ventilation provision for proposed ventilation shaft as per National Building Codes.
- 33) Tree, Water, Drainage & CFO NOC must be submitted before Occupation Certificate.
- 34) It shall be binding upon the owner/developer/POA to follow and abide by all the guidelines, rules and regulations issued by Central/State Government and TMC from time to time for prevention of COVID-19 pandemic.
- 35) Developer's Undertaking with respect to ULC shall be binding upon them.
- 36) Directive given by Maharashtra Pollution Control Board & State / Central Gov. about Construction of building for prevention of pollution will be binding on Developer.
- 37) काम सुन करणापूर्वी बांधकामाने यांची वृक्ष तोडण्याबाबत वृक्ष विभागाकडील नाहरकल दाखला सादर करणे आवश्यक.
- 38) इमारत क्र. १ च्या प्रारंभ प्रमाणपत्रापूर्वी पार्किंगसाठी विचुत वितरण कंपनीकडील नाहरकल दाखला सादर करणे आवश्यक.
- 39) इमारत क्र. १ च्या प्रारंभ प्रमाणपत्रापूर्वी नाल्यावर फूलांचे बांधकाम करणेबाबत स्टोरंग बंगटर इंनेज विभागाता नाहरकल दाखला सादर करणे आवश्यक.
- 40) सुविधा भुवंडाकरीत प्रस्तावित १२.० सू. रुदीच्या अंतर्गत रस्त्यावळ access (right of way) उपलब्ध करून दणे बंधनकारक राहील.
- 41) कामगारांचे देणी प्रलंबित नसल्याबाबत देण्यात आलेल्या नाहरकल दाखल्यातील शटो व शतो भुवंडमालक यांच्यावर बंधनकारक राहील.
- 42) दाखल करण्यात आलेल्या right of way मधील अटो व शतो भुवंडधारक यांच्यावर बंधनकारक राहील.
- 43) भुवंडमालक यांनी बेळोवेळी दाखल केलेली हमीपत्रे त्याच्यावर बंधनकारक राहील.
- 44) गट नं. २/२ व २/५ ह्या भुवंडाचे गट नं. निहाय हड दर्शकिणारा योजनी नकाशा व गट नं. ७/१ व ७/२ या भुवंडाचा एकत्रीत हड कायम मोजणी नकाशा इमारत क्र. १ च्या सी.सो. पूर्वी दाखल करणे आवश्यक.
- 45) गट नं. १/४ यी हिस्ता नंबर नुसार हड दर्शकिणारा योजनी नकाशा इमारत क्र. १ च्या प्रारंभ प्रमाणपत्रापूर्वी सादर करणे आवश्यक.
- 46) इमारत क्र. १ च्या सी.सो. पूर्वी अंतिमालील इमारतीचा भालमता कर व पाणी पुरकट विभाग यांचे कडील यांकांवरी नसल्याबाबतचा दाखला सादर करणे आवश्यक.

टावधान

“मऱ्याद लक्षणावृत्तावर बळवाहास व उटांगी वरेप विषाणुस विशेषता विनाशकावृत्तावर आवश्यक असा घरावाताचा न दिले अंतिमालक जपव करून, न लावाऱ्या घावेतुक व लांग उल्लं अंदिनीलाला लहान ५३ अंतुलं अंतुलावर गुटा अडू, आपांची भालीली जाईल ३ अंतुल वैदू अंतुल ५३, ५००८०८० देणे होयल शक्या.”

मा. सहायक संचालक नागर रचना यांच्या मान्यतेनुसार,



Yours faithfully,
 (मुनिसिपलिटी)
 कायकारी अभियंता
 (नाहर विकास विभाग)
 Municipal Corporation of
 the city of, Thane

ANNEXURE “ E ”

APPROVED FLOOR PLAN

ANNEXURE “ E-1 ”
PROPOSED FLOOR PLAN

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