

AGREEMENT FOR SALE

THIS AGREEMENT is made at BHAYANDER this.....day of..... in the year TWO THOUSAND AND

BETWEEN

M/s. SHUBHAM HOUSING, a partnership firm, PAN:ACAFS8906R, having its office at 101, Mukund Villa, New Golden Nest Road, Bhayander (East), Thane-401105, hereinafter called as “THE PROMOTER/S”, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being of the said firm and the partners from time to time of the said firm, the survivor or survivors of them and the heirs, executors and permitted assigns) **of the ONE PART:**

AND

Mr./Mrs./M/s._____,
Mr./Mrs./M/s._____,
Mr./Mrs./M/s._____, an/all
adults Indian Inhabitant, presently residing at

Hereinafter called as “THE ALLOTTEE/S” (which expression shall unless repugnant to the context or meaning thereof be deemed to include his/her/their heirs, executors, administrators and assigns or partners) **of the OTHER PART.**

PROLOGUE:

- A. The Promoters M/s. SHUBHAM HOUSING is the builders and developers by profession, who have developed and constructed various buildings in the vicinity by utilizing its specific skills and experience for development and construction of buildings.
- B. The Promoter is seized, possessed and/or well and sufficiently entitled for the pieces or parcels of lands properties described in table below;

Properties	Old Survey No.	New Survey No.	Hissa No.	Land area adm. in Sq. Meters	By Deed of Conveyances/ Agreement dated	Regd. of
1 st Property	236	30	2	60.80	28/05/2012	
2 nd	236	30	3	1238	21/03/2013	

Property					&03/12/2013
3 rd Property	236	30	4	942.58	16/04/2012
4 th Property	236	30	7	925	16/04/2012 & 31/03/2021
5 th Property	236	30	8	115.78	25/06/2012
6 th Property	236	30	12	141.29	28/05/2012
7 th Property	236	30	6pt	943	19/05/2023
8 th Property	242	33	1	900	31/03/2021

All of Revenue Village NAVGHAR, Taluka & District Thane, lying, being and situated at Bhayander (E), within the limits of Mira Bhayander Municipal Corporation, hereinafter collectively called as “the said property”, as more particularly described in the **First Schedule** hereunder written, and accordingly the name of the Promoters appeared on the Land Records including 7/12 extracts of the respective property as owner.

- C. The Promoters after obtaining all the necessary sanctions and permissions for the development and construction of the said building to be known as “**SHREE BALAJI EMPIRE**”, the said project is registered with the Real Estate Regulatory Authority at _____ no_____ .
- D. The Allottee has approached to the Promoter with a proposal to purchase and acquire a flat in the said building and the Promoter has accepted the proposal of the Allottee and agreed to sell a flat mentioned herein in detail for the consideration and on the agreed terms and conditions which are described under this Agreement for Sale of Flat in respect of flat;

Building known as “ SHREE BALAJI EMPIRE ”	
Shop/Flat No.	
Area (Carpet area)	Sq. Meters
Car Parking No.	

WHEREAS:-

1st Property:

- i. The pieces or parcels of lands property bearing Old Survey No. 236, corresponding New Survey No. 30, Hissa No. 2, admeasuring 2780 Sq. Meters, of Revenue Village NAVGHAR, Taluka and District Thane, situate, lying and being at Bhayander (E), within the limits of Mira Bhayander Municipal Corporation, in the Registration District and Sub-District of Thane, (hereinafter referred to as “THE SAID ENTIRE 1st PROPERTY”), Which belonged to SHRI SUDHIR YASHWANT PATIL & OTHERS as per Revenue record, however their grandfather late Shri Shivram Dongra Patil, the then owner of the said entire 1st property had gifted away and handed over the said entire 1st property to his daughter Mrs. Sitabai Harischandra Patil who is since deceased.
- ii. One Shri Bhaskar Harischandra Patil the only son and heir apparent of the said Mrs. Sitabai Harischandra Patil had been seized and possessed of the said entire 1st property by virtue of the aforesaid gifts granted to his late mother, which the said Shri Bhaskar Harischandra Patil had agreed to sell to Shri Ramesh V. Seth by an Agreement dated 22nd September 1994 wherein the owners on record i.e. the said Shri Sudhir Yashwant Patil & Ors. were also joined as Vendors

therein and the said Mr. Bhaskar Harischandra Patil as confirming party therein, whereby the said purchaser Mr. Ramesh V. Seth purchased and acquired the rights title and interest of every nature in respect of the said entire 1st property for its development at considerations and on the terms and conditions mentioned in the said Agreement, save & except the right of conveyance which is reserved under the appropriate covenant to execute the same as and when required.

- iii. The said Mr. Ramesh V. Seth with the consent and confirmation from the owners as per record of rights and the said Shri Bhaskar Harischandra Patil had, by an Agreement for Development cum Sale dated 12/05/1998 reassigned and transferred his all rights and benefits of the said agreement dated 22/09/1994 to the M/s. SHREE JYOTIRLING CONSTRUCTION CO. at consideration and on the terms and conditions mentioned in the said Agreement and by virtue of the said transfer and assignment in favour of the partners of M/s. Shree Jyotirling Construction Co., and thereby handed over the peaceful and vacant possession of the said entire property to them absolutely.
- iv. The said M/s. SHREE JYOTIRLING CONSTRUCTION CO. in turn, by an Assignment of Development right dated 12/05/2004 agreed to sell, reassigned and transferred their all development rights, title and interests in respect of the said entire property to M/s. GUJARAT ESTATE at considerations and on the terms and conditions mentioned in the said Assignment. Simultaneously the said M/s. Shree Jyotirling Construction Co. had also executed a General Power of Attorney in favour of its partners and thereby granted various powers and authorities interalia to sell the said

entire 1st property and executed conveyance thereof. In performance of the said Assignment the said M/s. Shree Jyotirling Construction Co. have also handed over the peaceful and vacant possession of the said entire 1st property to M/s. Gujarat Estate free from all encumbrances.

- v. The said M/s. GUJARAT ESTATE after acquiring the said property in turn by an Assignment of Development Right dated 21/07/2004, reassigned and transferred their all right, title and interests in respect of the said entire 1st property to M/s. INDER DEVELOPERS for considerations and on the terms and conditions mentioned in the said Assignment. Simultaneously the said M/s. Gujarat Estate had also executed a General Power of Attorney in favour of its partners and thereby granted various powers and authorities interalia to sell the said entire 1st property and execute conveyance thereof. In performance of the said Assignment the said M/s. Gujarat Estate has also handed over the peaceful and vacant possession of the said entire property to M/s. INDER DEVELOPERS free from all encumbrances. After acquiring the development rights in respect of the said entire 1st property from its owners, have also obtained the rights and restrictions of M/s. ESTATE INVESTMENT CO PVT. LTD duly released from them in their favour and also obtained NOC from them by their Letter No.RE/786 dated 25/04/2006.
- vi. As per the Development Plan of Mira Bhayander Municipal Corporation the part of area admeasuring 1166.13 Sq. Meters is reserved for D.P. Road, area admeasuring 1237.65 Sq. Meters is reserved for Garden which is surrendered and handed over to MBMC and their name appears in the Record of Rights i.e. 7/12

Extract and area admeasuring 60.80 Sq. Meters is reserved for Shopping Centre (The said 1st Property) and balance area admeasuring 315.42 Sq. Meters falls under R-Zone forming the said entire property under the provision of the Development Control Regulations, 1991.

- vii. The said M/s. INDER DEVELOPERS in turn by a Development Agreement dated 04/09/2006 registered under Doc. No. TNN-4/07498/2006 dated 04/09/2006, agreed to resell, reassign and transfer the development rights in respect of FSI admeasuring 58965 Sq. Ft to be utilized on the area admeasuring 2490 Sq. Meters forming the (i) portion admeasuring 2174.58 Sq. Meters out of Old Survey No. 236, New Survey No. 30, Hissa No. 12, and (ii) portion admeasuring 315.42 Sq. Meters out of the said Entire Property i.e. Old Survey No. 236, New Survey No. 30, Hissa No.2 as described in the said Development Agreement dated 04-09-2006, of village NAVGHAR to M/s. RAMDEV PROPERTIES PVT. LTD. and simultaneously the said M/s. INDER DEVELOPERS executed a General Power of Attorney in favour of the Directors of the company and thereby granted various powers and authorities in respect of the entire property as mentioned therein. The said FSI of 58965 Sq. Ft. is already utilized on the said area of 2490 Sq. Meters have been generated by way of total FSI of said 2490 Sq. Meters plot area, 996 Sq. Meters of Road area, 996 Sq. Meters of TDR and staircase balcony and cup-board area benefits.
- viii. The said M/s. INDER DEVELOPERS are seized, possessed and/or well and sufficiently entitled for the balance area of land admeasuring 60.80 Sq. Meters forming the part of land property bearing Old Survey

No. 236, corresponding New Survey No. 30, Hissa No. 2, admeasuring 1298.45 sq. meters of Revenue Village NAVGHAR, Taluka and District Thane, situate, lying and being at Bhayander (E), within the limits of Mira Bhayander Municipal Corporation, in the Registration District and Sub-District of Thane, as more particularly described in the **First Schedule** hereunder written, (hereinafter referred to as **“The said 1st Property”**), which under the Development Plan of Mira Bhayander Municipal Corporation falls under the Reservation of “SHOPPING CENTRE RESERVATION”, is absolutely, free from all encumbrances, claims and demands and as mentioned on C.C. No.MB/MNP/NR/2012/ 06-07 dated 27/09/2006.

- ix. The said Owners SHRI SUDHIR YASHWANT PATIL & OTHER, by a Conveyance dated 28/05/2012, duly registered under Doc No.TNN-7/03893/2012 dated 08/06/2012 sold, assigned, transferred and conveyed their all rights, title and interests in respect of the said 1st property to M/s. SHUBHAM HOUSING i.e. the Promoters abovenamed herein, at the consideration price mentioned therein. The said M/s. RAMDEV PROPERTIES PVT. LTD. as being the Confirming Party in the said conveyance had also confirmed the said sale in favour of M/s. SHUBHAM HOUSING and they had also handed over the peaceful and vacant possession of the said 1st property to M/s. SHUBHAM HOUSING and accordingly the 7/12 extract of the said property mutated in the name of the Promoter M/s. SHUBHAM HOUSING.

2nd Property:

- x. The pieces or parcels of land property bearing Old Survey No. 236, corresponding New Survey No. 30, Hissa No. 3, admeasuring 49.60 Guntha or 4960 sq. Meters, of Revenue Village NAVGHAR, Taluka & district Thane, lying, being and situate at Bhayander (E), within the limits of Mira Bhayander Municipal Corporation, and as more particularly described in the Schedule hereunder written hereinafter referred to as “the said entire 2nd property”), which originally belonged to SHRI LAXMAN NARAYAN PATIL, SHRI PANDURANG NARAYAN PATIL and SHRI HARISCHANDRA NARAYAN PATIL who were equally seized, possessed and/or well and sufficiently entitled for several properties alongwith the said entire 2nd property and accordingly their names appeared in the Land Record i.e. 7/12 extract of the said entire 2nd property.
- xi. One SHRI BALARAM GANPAT PATIL alias BALARAM NARAYAN PATIL had been the real brother of the co-owners above named. The pedigree of the family goes as such that Shri Narayan Laxman Patil and Shri Ganpat Laxman Patil were real brothers. Shri Narayan Laxman Patil had 4 sons as mentioned above and Shri Ganpat Laxman Patil had no issue. After the death of Shri Ganpat Laxman Patil his widow Smt Matibai Ganpat Patil had adopted the said Shri Balaram Narayan Patil the one son of Shri Narayan Laxman Patil who was later known as Shri Balaram Ganpat Patil. The evidence shows that Shri Narayan Laxman Patil and Shri Ganpat Laxman Patil had separated during their life time and had divided their land holdings also, as reflected in their separate Khata-Utara maintained in the land records. Subsequently several pieces of lands were purchased by late Shri Narayan Laxman Patil out of his

own funds and efforts. Despite the facts as aforesaid the names of the 6 daughters of late Shri Balaram Ganpat Patil appear in respect of all the lands, even if the name of late Shri Balaram Ganpat Patil was not appearing in the land records. In the circumstances and with view to clear the title of the properties M/s. ZONE PROPERTIES PVT. LTD. have purchased the rights of the daughters of the said Shri Balaram Ganpat Patil and determined their collective shares at 1/4th out of the said entire 2nd property for statistical reasons as their names appear in the Land Records of the said entire 2nd property.

- xii. The said Co-owner SHRI BALARAM GANPAT PATIL died in the year 1962 leaving behind him 6 daughters namely; (1) Mrs. Hemlata Uday Patil, (2) Mrs Rekha Madhukar Patil, (3) Mrs. Mangla Ramanand Gawand, (4) Mrs. Sangeeta Arun Mahtre (5) Mrs. Vandana Jagannath Patil and (6) Smt. Madhuri Hansraj Patil. The names of all the 6 daughters are appearing in the Land Records pertaining to all the properties.
- xiii. The Co-owner SHRI PANDURANG NARAYAN PATIL died leaving behind him his widow SMT. LAXMIBAI P. PATIL who also died on 12/05/2006 and his legal heirs SHRI HEMANT PANDURANG PATIL, SHRI NITIN PANDURANG PATIL, SHRI JITENDRA PANDURANG PATIL, entitled for the estates of the deceased and accordingly their names appear in the Land Record of the said entire 2nd property.
- xiv. The said SHRI HEMANT PANDURANG PATIL & OTHERS alongwith their next of kin by a Conveyance dated 19/10/2010, registered under Doc. No.TNN-3/06943/2010, dated 19/10/2010 and thereby sold,

assigned, transferred and conveyed their all undivided rights title and interests in respect of the said entire 2nd property to M/s. ZONE PROPERTIES PVT. LTD. at the consideration price mentioned therein.

- xv. The co-owner SHRI HARISCHANDRA NARAYAN PATIL & OTHERS alongwith SMT. SHILPA SADASHIV GAWAND & SMT. SWAPNA SUHAS MHATRE executed a Development Agreement dated 16/05/2007 registered under Sr. No.TNN4-04647/2007 dated 18/05/2007 and thereby agreed to sell, assign and transfer their all undivided share, rights, title and interests of the said entire 2nd property in favour of M/s. GUJARAT REALTORS at the consideration price and on the terms and conditions mentioned therein. Simultaneously the said co-owner had also executed a General Power of Attorney in favour of the partners of M/s. Gujarat Realtors and thereby granted various powers and authorities interalia to sell the said entire property and execute conveyance thereof.
- xvi. The said co-owners SHRI HARISCHANDRA NARAYAN PATIL & OTHERS as Vendors by a Conveyance dated 13/12/2011, registered under Doc.TNN-7/08987/2011 dated 13/12/2011 sold, assigned, transferred and conveyed their all undivided rights, title and interests in respect of the said entire 2nd property to M/s. ZONE PROPERTIES PVT. LTD. at the consideration price mentioned therein and the said M/s. GUJARAT REALTORS as being the Confirming Party therein also released and relinquished all their undivided rights, title and interests in respect of the said entire 2nd property and also confirmed the said sale. Simultaneously they have also executed a General Power of Attorney in favour of its Directors and thereby

granted various powers and authorities as mentioned therein.

xvii. The said Co-owners SHRI LAXMAN NARAYAN PATIL died leaving behind him his widow SMT. HIRABAI LAXMAN PATIL, 2 sons namely; SHRI BALWANT LAXMAN PATIL, SHRI RANJAN LAXMAN PATIL and 2 married daughters namely; SMT. SHILPA SADASHIV GAWAND, SMT. SWAPNA SUHAS MHATRE who are all entitled equally for the estates of the deceased including the said entire 2nd property.

xviii. The said SMT. SHILPA SADASHIV GAWAND and SMT. SWAPNA SUHAS MHATRE jointly by a Conveyance dated 19/10/2011, registered under Doc. No.TNN-7/07585/2011 dated 19/10/2011 and thereby sold, assigned, transferred and conveyed their undivided rights, title and interests in respect of the said entire 2nd property to M/s. ZONE PROPERTIES PVT. LTD. at the consideration price mentioned therein and the said M/s. GUJARAT REALTORS as being the Confirming Party therein also released and relinquished all their undivided rights, title and interests in respect of the said entire 2nd property and also confirmed the said sale. Simultaneously they had also executed a General Power of Attorney in favour of its Directors and thereby granted various powers and authorities as mentioned therein.

xix. The said Co-owners Mrs. Rekha Madhukar Patil, Mrs. Sangeeta Arun Mahtre and Mrs. Vandana Jagannath Patil i.e. the legal heirs of late Shri Balaram Ganpat Patil, collectively by a Conveyance dated 31/12/2010, registered under Doc. No.TNN-7/10823/2010 dated 31/12/2010 sold, assigned, transferred and conveyed

their undivided rights, title and interests in respect of the said entire 2nd property to M/s. ZONE PROPERTIES PVT. LTD. at the consideration price mentioned therein. Simultaneously they have also executed a General Power of Attorney in favour of its Directors and thereby granted various powers and authorities as mentioned therein.

xx. The said co-owner Mrs. Mangla Ramanand Gawand i.e. the another legal heir of late Shri Balaram Ganpat Patil as mentioned above by a Conveyance dated 11/10/2011, registered under Doc. No.TNN-7/07300/2011 dated 11/10/2011 and thereby sold, assigned, transferred and conveyed their undivided rights, title and interests in respect of the said entire 2nd property to M/s. ZONE PROPERTIES PVT. LTD. at the consideration price mentioned therein. Simultaneously they had also executed a General Power of Attorney in respect of the said entire 2nd property in favour of its Directors and thereby granted various powers and authorities as mentioned therein.

xxi. The said SHRI BALWANT LAXMAN PATIL & Others alongwith their next of kin by a Conveyance dated 06/09/2012, registered under Doc. No.TNN-7/06260/2012, dated 06/09/2012 and thereby sold, assigned, transferred and conveyed their all undivided rights title and interests in respect of the said entire 2nd property to M/s. ZONE PROPERTIES PVT. LTD. at the consideration price mentioned therein. Simultaneously they had also executed a General Power of Attorney in respect of the said entire 2nd property in favour of its Directors and thereby granted various powers and authorities as mentioned therein.

xxii. The said co-owner Mrs. Hemlata U. Patil i.e. the another legal heir of late Shri Balaram Ganpat Patil as mentioned above by a Conveyance dated 13/12/2012, registered under Doc. No.TNN-7/8512/2012 dated 14/12/2012 and thereby sold, assigned, transferred and conveyed their undivided rights, title and interests in respect of the said entire 2nd property to M/s. ZONE PROPERTIES PVT. LTD. at the consideration price mentioned therein. Simultaneously they had also executed a General Power of Attorney in respect of the said entire 2nd property in favour of its Directors and thereby granted various powers and authorities as mentioned therein.

xxiii. The said SMT. MADHURI HANSRAJ PATIL & her next of kin by a Conveyance dated 30/10/2013 duly registered under Doc. No.TNN-7/8255/2013 dated 31/10/2013 sold, assigned, transferred and conveyed their undivided rights, title and interests in respect of the said entire 2nd property to M/s. ZONE PROPERTIES PVT. LTD. herein at the consideration price mentioned therein. Simultaneously they had also executed a General Power of Attorney in favour of its Directors and thereby granted various powers and authorities as mentioned therein.

xxiv. In the manner aforesaid M/s. ZONE PROPERTIES PVT. LTD. was seized, possessed and/or well and sufficiently entitled for land admeasuring 1238 Sq. Meters falling under Shopping Centre Reservation being the undivided shares of the Owners abovenamed out of the said entire 2nd property bearing Old Survey No. 236, corresponding New Survey No. 30, Hissa No. 3, admeasuring 49.60 Guntha or 4960 sq. Meters, of Revenue Village NAVGHAR, Taluka & district Thane,

lying, being and situate at Bhayander (E), within the limits of Mira Bhayander Municipal Corporation, and as more particularly described in the **First Schedule** hereunder written hereinafter referred to as “**the said 2nd property**”) and accordingly the name of M/s. Zone Properties Pvt. Ltd. appeared in the Land Record including 712 extract of the said entire 2nd property maintained by Talathi - Navghar as co-owners of the said property.

xxv. The said M/s. Zone Properties Pvt. Ltd. after becoming the owner of the said entire 2nd property in turn by 2 separate conveyances bearing Conveyance dated 21/03/2013 duly registered under Doc. No.TNN-7/2226/2013 dated 22/03/2013 in respect of land adm. 1186 Sq. Meters of the said 2nd property and another Conveyance dated 03/12/2013 registered under Doc. No.TNN-7/9040/2013 dated 05/12/2013 in respect of lands adm. 52 sq. Metes of the said 2nd property and thereby sold, assigned, transferred, conveyed and handed over in aggregated land property adm.1238 Sq. Meters out of the said 2nd property to and in favour of M/s. SHUBHAM HOUSING i.e. the Promoters herein, at the respective consideration price mentioned therein. Simultaneously the said M/s. Zone Properties Pvt. Ltd. had also executed a General Power of Attorney to and in favour of its partner and thereby granted various powers and authorities interalia to sell the said property and execute conveyance thereof. Accordingly the names of the Promoters M/s. Shubham Housing entered and recorded in the Land Records including the said 7/12 extract of the said 2nd property as owners.

xxvi. One M/s. Seven Eleven Construction Pvt. Ltd. had instituted a Spl. Civil Suit No.309/2010 in respect of various property including the said property against some of the Co-owners Mrs. Hemlatat Uday Patil & Others, whereby M/s. Zone Properties Pvt. Ltd., however the Plaintiff M/s. Seven Eleven Construction Pvt. Ltd. has settled its claim in the said suit and filed Consent Terms with the parties to the suit and as per the terms of the Consent Terms M/s. SHUBHAM HOUSING has become absolute owner of the said 2nd property.

3rd Property:

xxvii. The pieces or parcels of lands property bearing Old Survey No. 236, New Survey No. 30, Hissa No. 4, admeasuring 39.5 guntha, or 3950 Sq Meters, of Village NAVGHAR, Taluka & District THANE, lying, being and situate at Bhayander (E), within the limits of Mira-Bhayander Municipal Corporation, hereinafter referred to as “the said entire 3rd Property”, which belongs to late SHRI ATMARAM RAMJI PATIL free from all encumbrances.

xxviii. The said owner SHRI ATMARAM RAMJI PATIL during his lifetime, by an Agreement for Sale dated 25th day of January 1990, agreed to sell, assign and transfer his all rights, title and interests in respect of the said entire 3rd property to SMT. SUNITA JAYWANT PATIL at the consideration price and on the terms and conditions mentioned in the said Agreement. Simultaneously executed an irrevocable General Power of Attorney in her favour and thereby granted various rights interalia

right to sell the said entire 3^r property and execute conveyance in respect thereof.

xxix. The said SMT. SUNITA JAYWANT PATIL, in turn, had by a Tripartite Agreement for Sale dated 19th day of December 1994, with confirmation from the owners joining the said agreement agreed to sell, assign and transfer the said entire 3rd property with all rights, entitlements and benefits of the said agreement executed by the owners as mentioned above to SHRI JAYESH KANJI MARU and thereby granted a development right also in respect of the said entire 3rd property with covenant to execute the conveyance of the said entire lands in favour of the said partnership firm. Simultaneously the said Smt. Sunita Jaywant Patil and the owners had also executed an irrevocable General Power of Attorney in favour of SHRI JAYESH KANJI MARU alongwith rights and authorities to deal with the said entire 3rd property and granted powers to interalia sell the said entire 3rd property and execute the conveyance thereof.

xxx. The said SHRI JAYESH KANJI MARU had in turn, by an Agreement for Sale cum Development dated 29th day of December 1994 agreed to sell, assign and transfer the said entire 3rd property and all the benefits attached thereto and the benefits of the said agreement dated 19th day of December 1994 to M/s. CHHEDA ENTERPRISES a registered partnership firm through its partners Shri Dinesh M. Chheda and Shri Morarji M. Chheda and thereby granted a development right also in respect of the said entire 3rd property with covenant to execute the conveyance of the said entire 3rd property in favour of the said partnership firm. The said SHRI JAYESH KANJI MARU also allowed and permitted the

said firm and their nominee/s to enter into the said entire 3rd property for the purposes of development and to do the entire works incidental thereto. Simultaneously the said SHRI JAYESH KANJI MARU has also executed an irrevocable General Power of Attorney in favour of the partners of M/s. CHHEDA ENTERPRISES and thereby granted various powers and authorities interalia to sell the said entire 3rd property and execute conveyance thereof.

xxxii. The said partners of M/s. CHHEDA ENTERPRISES as mentioned above have, later on, converted the said registered firm into a company incorporated under the Companies Act 1956, limited by the shares and brought all the benefits, entitlements, estates, effects, properties movable and immovable and assets and liabilities to the said company i.e. M/s. SUN-SHINE DEVELOPERS PVT. LTD.

xxxiii. The said M/s. Sun-Shine Developers Pvt. Ltd., by an Agreement for Development dated 5th day of October 2006 registered under Doc. No. TNN-4/08345/2006 dated 06/10/2006, sold, assigned and transferred the development right in respect of the said entire 3rd property to M/s. GUJARAT ESTATE at the consideration price and on the terms and conditions mentioned in the said Agreement. Simultaneously the said M/s. Sun-Shine Developers Pvt. Ltd. had also executed an irrevocable General Power of Attorney duly registered at the same time in favour of the partners of M/s. GUJARAT ESTATE alongwith various powers and authorities interalia power to sell and execute the conveyance in respect of the said entire 3rd property.

xxxiii. The said M/s. GUJARAT ESTATE in turn, by an Agreement for Sale dated 28/12/2010 agreed to sell, assign and transfer the said entire 3rd property to M/s. Gujarat Realtors and accordingly the said M/s. Gujarat Estate had also granted various authorities to deal in respect of the said properties mentioned in the said Agreement. The said M/s. Gujarat Estate after acquiring the said entire 3rd property had also obtained NOC granted by The Estate Investment Co. Pvt. Ltd. by their Letter No.RE/866 dated 14/02/2007.

xxxiv. This is to place on record that the said entire 3rd property is the large plot of land and falls under different zones of the Development Plan of the area. The land admeasuring 349.51 Sq. Meters out of the said entire 3rd property was reserved for D.P. Road which was handed over to MBMC and accordingly the names of MBMC appears on Land Record i.e. 7/12 extract and another part of land admeasuring 1518.71 Sq. Meters out of the said entire 3rd property falls under Garden Reservation and the third part of land admeasuring 1139.20 out of the said property falls under Residential Zone for which the Mira Bhayander Municipal Corporation has issued I.O.D. bearing No.MB/MNP/NR/3123/ 2006-2007 dated 20/12/2006 and the said Municipal Corporation has also sanctioned and approved the building plan and issued C.C. No.MB/MNP/NR/126/2009-10 dated 15/4/2009 and the balance part of the said entire 3rd property lands admeasuring 942.58 Sq. Meters Reserved for Shopping Centre out of lands property bearing Old Survey No. 236, New Survey No. 30, Hissa No. 4, admeasuring 39.5 guntha, or 3950 Sq Meters, of Village NAVGHAR, Taluka and District Thane, situate, lying and being at

Bhayander (E), within the limits of Mira Bhayander Municipal Corporation, in the Registration District and Sub-District of Thane, (hereinafter referred to as **“The said 3rd Property”**) as more particularly described in the **First Schedule** hereunder written, absolutely, free from all encumbrances, claims and demands.

xxxv. The said Owners Shri Ramesh Atmaram Patil & Others jointly by a Conveyance dated 16/04/2012, duly registered under Doc No.TNN-7/02717/2012 dated 16/04/2012 sold, assigned, transferred and conveyed their all rights, title and interests in respect of the said 3rd property to M/s. SHUBHAM HOUSING, i.e. the Promoter herein at the consideration price mentioned therein. The said M/s. Gujarat Estate and M/s. Gujarat Realtors as being the Confirming Parties in the said conveyance had also thereby released and relinquished all their rights, title and interests and confirmed the said sale in favour of the Promoter M/s. SHUBHAM HOUSING and they had also handed over the peaceful and vacant possession of the said property to M/s. SHUBHAM HOUSING and accordingly the 7/12 extract of the said 3rd property mutated in the name of Promoter M/s. SHUBHAM HOUSING.

4th Property:

xxxvi. The pieces or parcels of lands property bearing Old Survey No. 236, New Survey No. 30, Hissa No. 7, admeasuring 16.2 Guntha, or 1620 Sq. Meters, of Village NAVGHAR, Taluka and District Thane, situate, lying and being at Bhayander (E), within the limits of Mira Bhayander Municipal Corporation, in the Registration District and Sub-District of Thane, (hereinafter referred to as **“The Said Entire 4th**

Property”), which originally belonged to one Shri Anantrao Narayan Patil as owner of the said entire 4th property.

xxxvii. The said Shri Anantrao Narayan Patil died in 1959, leaving behind him his only son by name SHRI BHALCHANDRA ANANTRAO PATIL as his heirs and legal representatives entitled to the estate of the deceased as per the provisions of Hindu Succession Act 1956. One daughter by name SMT MANUBAI RAGHUNATH RAUT was also the descendant of the original owner however her name is not entered in to the Record of Rights.

xxxviii. The said Shri Bhalchandra Anant Patil died on 9th day of January 2003, leaving behind him his four sons namely; (1) SHRI BHARAT BHALCHANDRA PATIL, (2) SHRI BHANUDAS BHALCHANDRA PATIL, (3) SHRI HEMRAJ BHALCHANDRA PATIL and (4) SHRI GANESH BHALCHANDRA PATIL and a daughter by name SMT. RANJANA BHANUDAS PATIL as his heirs and legal representatives entitled to the estate of the deceased including the undivided shares in the said entire 4th property as per the provisions of the Hindu Succession Act, 1956. Accordingly The heirs (1) SHRI BHARAT BHALCHANDRA PATIL, (2) SHRI BHANUDAS BHALCHANDRA PATIL, (3) SHRI HEMRAJ BHALCHANDRA PATIL, (4) SHRI GANESH BHALCHANDRA PATIL, and (5) SMT RANJANA BHANUDAS PATIL, became the co Owners of the said entire 4th property in the premises as aforesaid.

xxxix. The said one of co-owner SHRI GANESH BHALCHANDRA PATIL by an Agreement for Sale cum Development dated 7/08/2006, agreed to sell, assign

and transfer their all right, title and interests in respect of the said entire 4th property to M/s. Gujarat Estate at the consideration price mentioned therein and simultaneously executed a General Power of Attorney dated 7/08/2006 in favour of its partners with various powers and authorities interalia to sell the said entire 4th property and execute conveyance thereof.

- xl. Thereafter the other co-owners Shri Bharat Bhalchandra Patil & Others all jointly by an Agreement for Sale cum Development dated 22/12/2006, agreed to sell, assign and transfer their all right, title and interests in respect of the said entire 4th property to M/s. Gujarat Estate at the consideration price mentioned therein and simultaneously executed a General Power of Attorney dated 22/12/2006 in favour of its partners with various powers and authorities interalia to sell the said entire 4th property and execute conveyance thereof.
- xli. The said M/s. Gujarat Estate, in turn by an Agreement dated 12/12/2010, agreed to sell, assign and transfer the said entire 4th property to M/s GUJARAT REALTORS at the consideration price and on the terms and conditions mentioned therein.
- xlii. It is to record that the said entire 4th property is the large plot of land and falls under different zones of the Development Plan of the area. The land admeasuring 630 Sq. Meters out of the said property was reserved for D.P. Road which was handed over to MBMC and accordingly the names of MBMC appears on 7/12 extract and the part of land admeasuring 50 Sq. Meters out of the said property is reserved for Dispensary and Maternity Home bearing Reservation No.225 and the

other part land admeasuring 65 Sq. Meters out of the said property falls under Residential Zone for which the Mira Bhayander Municipal Corporation have issued N.A. NOC bearing No.MB/MNP/NR/876/07-08 dated 11/06/2007 and the said Municipal Corporation has also sanctioned and approved the building plan and issued C.C. No. MB/MNP/NR/400/ 2008-2009 dated 07/05/2008 and THE BALANCE PART OF LANDS ADMEASURING 875 SQ. METERS RESERVED UNDER RESERVATION NO.227 FOR SHOPPING CENTRE as reflected on the D.P. Sheet out of the said entire lands property Old Survey No. 236, New Survey No. 30, Hissa No. 7, admeasuring 16.2 Guntha, or 1620 Sq. Meters, of Village NAVGHAR, Taluka and District Thane, situate, lying and being at Bhayander (E), within the limits of Mira Bhayander Municipal Corporation, in the Registration District and Sub-District of Thane, (hereinafter referred to as **“The Said 4th Property”**) as more particularly described in the **First Schedule** hereunder written. The sanctioned plan as mentioned above has erroneously reflected the position of the reservation and number of the reservation being opposite to each other however the same is rectified under these present to match with the D.P. Plan of the area.

xliii. The said Owners SHRI BHARAT B. PATIL & OTHER, SHRI GANESH BHALCHANDRA PATIL jointly by a Conveyance dated 16/04/2012, duly registered under Doc No.TNN-7/02719/2012 dated 20/04/2012 sold, assigned, transferred, conveyed and handed over their all rights, title and interests in respect of the land adm. 875 Sq. Meters out of the said 4th property to M/s. SHUBHAM HOUSING i.e. the Promoter abovenamed

herein, at the consideration price mentioned therein. The said SMT. MANUBAI RAGHUNATH RAUT as one of the co-owner and M/s. Gujarat Realtors as being the Confirming Parties in the said conveyance had also thereby released and relinquished all their rights, title and interests and confirmed the said sale in favour of M/s. SHUBHAM HOUSING and they had also handed over the peaceful and vacant possession of the said property to M/s. SHUBHAM HOUSING and accordingly the 7/12 extract of the said 4th property mutated in the name of the said Promoter M/s. SHUBHAM HOUSING.

xliv. Another part of the said lands adm.50 Sq. Meters out of the entire said 4th property was also sold, assigned, transferred and conveyed to M/s. SHUBHAM HOUSING i.e. the Promoter abovenamed by then owners' M/s. INDER ASSOCIATES for the considerations mentioned by a Conveyance dated 31/03/2021 duly registered under Doc. No.TNN-1/9481/2021 dated 15/07/2021 and accordingly the Promoter became owner of the said 4th property and the name of the Promoters appears in the Land Records including the 7/12 extracts of the said 4th property i.e. aggregate adm.925 Sq. Meters under Mutation Entry No.3366 under Khata No.505 as owners of the said 4th property.

5th Property:

xlvi. The pieces or parcels of land property bearing Old Survey No. 236, New Survey No. 30, Hissa No. 8, admeasuring 18.2 Guntha, or 1820 Sq. Meters, of Village NAVGHAR, Taluka and District Thane, situate, lying and being at Bhayander (E), within the limits of Mira Bhayander Municipal Corporation, in the Registration District and Sub-District of Thane, , which

originally belonged to Originally SHRI RAMCHANDRA RAMA BHOIR and after his death his widow Smt. Mankubai Ramchandra Bhoir also died leaving behind their legal heirs namely: (1) SHRI JAGANNATH RAMCHANDRA BHOIR, (2) SHRI ROHIDAS RAMCHANDRA BHOIR, (3) SHRI KAMLAKAR RAMCHANDRA BHOIR, (4) SMT. JAYWANTI KESHRINATH THAKUR, however the area admeasuring 749 Sq. Meters out of this property was affected by reservation which was subsequently surrendered and handed over to Mira Bhayander Municipal Corporation and in accordance therewith the name of MBMC is entered in to the Record of Rights i.e. 7/12 extract and the balance property admeasuring 1071 Sq. Meters is standing in the name of (1) Shri Jagannath Ramchandra Bhoir, (2) Shri Rohidas Ramchandra Bhoir, (3) Shri Kamlakar Ramchandra Bhoir, (4) Smt. Jaywanti Keshrinath Thakur, (5) Smt. Mankubai Ramchandra Bhoir (Since Deceased), (hereinafter referred to as “the said entire 5th Property”).

xlvi. The said owner SHRI RAMCHANDRA RAMA BHOIR during his lifetime by an Agreement for Sale dated 05/08/1994 agreed to sell, assign and transfer the said entire 5th property to M/s. ASHISH ESTATES & PROPERTIES PVT. LTD. herein at consideration price and on the terms and conditions mentioned therein. Simultaneously the said Owner SHRI RAMCHANDRA RAMA BHOIR had also executed a General Power of Attorney in favour of its Directors and thereby granted various powers and authorities interalia to sell the said entire property and execute conveyance thereof.

xlvi. The said M/s. ASHISH ESTATES & PROPERTIES PVT. LTD. intended to sell the said entire 5th property to

M/s. Gujarat Estate, however the said M/s. Gujarat Estate, before purchasing the said entire 5th property from M/s. Ashish Estates & Properties Pvt. Ltd. arranged to get an Agreement dated 11/12/2004 executed SHRI JAGANNATH RAMCHANDRA BHOIR & 3 Others i.e. the heirs of the original owner late Shri Ramchandra Rama Bhoir in favour of M/s. Gujarat Estate, whereby they released and relinquished all their rights, title and interests in respect of the said entire 5th property in favour of M/s. Gujarat Estate on the terms that they will purchase the rights of M/s. Ashish Estates & Properties Pvt. Ltd. therefore they also confirmed the sale made by their late father Shri Ramchandra Rama Bhoir to and in favour of M/s. Ashish Estates & Properties Pvt. Ltd. simultaneously the said SHRI JAGANNATH RAMCHANDRA BHOIR & 3 Others had also executed a General Power of Attorney in favour of the partners of M/s. Gujarat Estate and thereby granted various powers and authorities interalia to sell the said entire 5th property and execute conveyance thereof.

xlvi. The said M/s. ASHISH ESTATES & PROPERTIES PVT. LTD. by an Assignment of Development Right dated 01/04/2005 sold, assigned and transferred their all rights alongwith development rights of the said entire 5th property to and in favour of M/s. Gujarat Estate at the consideration price and on the terms and conditions incorporated therein. Simultaneously the said M/s. Ashish Estates & Properties Pvt. Ltd. had also executed a General Power of Attorney in favour of its partner and thereby granted various powers and authorities interalia to sell the said entire 5th property and execute conveyance thereof.

xlix. This is to place on record that the said entire 5th property is the large plot of land and falls under different zones of the Development Plan of the area. The land lands admeasuring 115.78 Sq. Meters Reserved for Shopping Centre under Reservation site No.227 as shown and described in sanctioned plan of Mira Bhayander bearing No.MB/MNP/NR-1573/2006-07 dated 10/08/2006 marked as Plot -'F' in the said plan OUT OF the said entire 5th property bearing Old Survey No. 236, New Survey No. 30, Hissa No. 8, admeasuring 1071 Sq. Meters, of Village NAVGHAR, Taluka and District Thane, situate, lying and being at Bhayander (E), within the limits of Mira Bhayander Municipal Corporation, in the Registration District and Sub-District of Thane, (hereinafter referred to as **“The Said 5th Property”**), as more particularly described in the **First Schedule** hereunder written, absolutely, free from all encumbrances, claims and demands.

1. The said Owners SHRI JAGANNATH RAMCHANDRA BHOIR & 3 OTHERS all jointly by a Conveyance dated 25/06/2012, duly registered under Doc No.TNN-7/04934/2012 dated 24/07/2012 sold, assigned, transferred, conveyed and handed over their all rights, title and interests in respect of the said 5th property to M/s. SHUBHAM HOUSING i.e. the promoter abovenamed herein, at the consideration price mentioned therein. The said M/s. Gujarat Estate and M/s. Ashish Estates & Properties Pvt. Ltd. as being the Confirming Parties in the said conveyance had also thereby released and relinquished all their rights, title and interests and confirmed the said sale in favour of M/s. Shubham Housing and they had also handed over the peaceful and vacant possession of the said 5th

property to M/s. SHUBHAM HOUSING and accordingly the 7/12 extract of the said property mutated in the name of the Promoter M/s. SHUBHAM HOUSING.

6th Property:

- li. The pieces or parcels of lands property bearing Old Survey No. 236, corresponding New Survey No. 30, Hissa No. 12, admeasuring 2680 sq. Meters, equivalent to 3242.8 sq. Yards, of Revenue Village NAVGHAR, Taluka and District Thane, situate, lying and being at Bhayander (E), within the limits of Mira Bhayander Municipal Corporation, in the Registration District and Sub-District of Thane, (hereinafter referred to as “The Said Entire 6th Property”), which originally belonged to SHRI ATMARAM RAMJI PATIL (since deceased). The said entire property was subsequently transferred in the names of SHRI RAMESH ATMARAM PATIL and SMT SUNANDA VASANT MHATRE the heirs and legal representatives of the deceased owner and accordingly the said entire 6th property stands in their names in the Record of Rights including 7x12 Extract (Form No. VII) Maintained by Talathi Navghar, Taluka & District Thane, (hereinafter referred to as the “Owners”) thus they were absolutely seized and possessed and/or well and sufficiently entitled to the said property by way of inheritance.
- lii. The said Owners SHRI RAMESH ATMARAM PATIL & ANOTHER intended to develop the said entire 6th property and accordingly approached the builders and developers M/s. INDER DEVELOPERS and offered them to develop the said entire 6th property. Pursuant thereto the Owners SHRI RAMESH ATMARAM PATIL & ANOTHER abovenamed had entered into and executed

an Agreement for Development dated 28th day of September 2005 and an irrevocable General Power of Attorney of the same date, duly registered under Doc. No.TNN-7/5898/2005 with the sub-Registrar of Assurances at Thane and transferred the sole and exclusive development rights in respect of the said entire 6th property and ultimately sell the same free from all encumbrances, claims and demands of every nature and thereby also granted various powers and authorities interalia to sell the said entire property and execute conveyance thereof. The said M/s Inder Developers had also obtained the rights and restrictions of M/s. ESTATE INVESTMENT CO PVT. LTD duly released from them in their favour and also obtained NOC from them by their Letter No.RE/785 dated 25/04/2006.

- liii. As per the Development Plan Mira Bhayander Municipal Corporation the part of area admeasuring 364.13 Sq. Meters out of the said entire 6th property was reserved for D.P. Road.
- liv. The said M/s. INDER DEVELOPERS in turn by a Development Agreement dated 04/09/2006 registered under Doc. No. TNN-4/07498/2006 dated 04/09/2006, agreed to resell, reassign and transfer their development rights in respect of FSI admeasuring 58965 Sq. Ft to be utilized on the area admeasuring 2490 Sq. Meters forming the (i) portion admeasuring 2174.58 Sq. Meters out of Old Survey No. 236, New Survey No. 30, Hissa No. 12 and (ii) portion admeasuring 315.42 Sq. Meters out of Old Survey No. 236, New Survey No. 30, Hissa No.2, of Revenue Village NAVGHAR, to M/s. RAMDEV PROPERTIES PVT. LTD. and simultaneously the said M/s. INDER

DEVELOPERS executed a General Power of Attorney in favour of the Directors of the company and thereby granted various powers and authorities in respect of the entire property as mentioned therein. The said FSI of 58965 Sq. Ft. is already utilized on the said area of 2490 Sq. Meters have been generated by way of total FSI of said 2490 Sq. Meters of plot area, 996 Sq. Meters of Road area and adm. 996 Sq. Meters of TDR and staircase balcony and cup-board area benefits.

- iv. The said M/s. INDER DEVELOPERS who were seized, possessed and/or well and sufficiently entitled for the balance area of land admeasuring 141.29 Sq. Meters out of and forming the part of land property bearing Old Survey No. 236, corresponding New Survey No. 30, Hissa No. 12, of Revenue Village NAVGHAR, Taluka and District Thane, situate, lying and being at Bhayander (E), within the limits of Mira Bhayander Municipal Corporation, in the Registration District and Sub-District of Thane, (hereinafter referred to as **“the said 6th property”**), as more particularly described in the **First Schedule** hereunder written, which as per the Development Plan of Mira Bhayander Municipal Corporation falls under the “SHOPPING CENTRE RESERVATION”, is absolutely, free from all encumbrances, claims and demands and as mentioned on C.C. No.MB/MNP/NR/2012/06-07 dated 27/09/2006.
- lvi. The said Owners SHRI RAMESH ATMARAM PATIL & OTHER, by a Conveyance dated 28/05/2012, duly registered under Doc No.TNN-7/03891/2012 dated 08/06/2012 sold, assigned, transferred and conveyed their all rights, title and interests in respect of the said 6th property to M/s. SHUBHAM HOUSING i.e. the

Promoter abovenamed herein at the consideration price mentioned therein. The said M/s. Ramdev Properties Pvt. Ltd. as being the Confirming Party in the said conveyance had also confirmed the said sale in favour of M/s. SHUBHAM HOUSING and they had also handed over the peaceful and vacant possession of the said 6th property to M/s. SHUBHAM HOUSING and accordingly the 7/12 extract of the said 6th property mutated in the name of M/s. SHUBHAM HOUSING.

7th Property:

lvii. By virtue of a Deed of Transfer (Under Buy Back Policy) dated 22/11/2022 duly registered under Doc. No.TNN-4/19324/2022 executed by The Mira Bhayander Municipal Corporation i.e. the Transferor/s therein to and in favour of M/s. GUJARAT REALTORS i.e. the Transferee/s therein and thereby Mira Bhayander Municipal Corporation assigned, transferred and handed over the land admeasuring 943 Sq. Meters out of and forming the part of the lands bearing Old Survey No.236, New Survey No.30, Hissa No.6, admeasuring 1620 Sq. Meters, Assessed at Rs.1.31/-, of Revenue Village NAVGHAR, Taluka and District Thane, situate, lying and being at Bhayander (E), within the limits of Mira Bhayander Municipal Corporation, in the Registration District and Sub-District of Thane, as more particularly described in **First Schedule** hereunder written, hereinafter referred to as **“the said 7th property”**, to M/s. Gujarat Realtors for the considerations as mentioned therein and upon the terms and conditions mentioned therein which is that M/s. Gujarat Realtors shall construct the Shopping Center on the 40% area of the said 7th property and accordingly hand over the same to MBMC in

compliance of the said Buy Back Scheme of MBMC under which the said 7th property is assigned to M/s. Gujarat Realtors and the balance 60% area of the said property shall be available for development and construction by utilizing the 100% FSI for construction of building thereon for sale in open market for the benefits of Developers exclusively.

lviii. Mira Bhayander Municipal Corporation is a Corporation constituted under the provisions of The B.P.M.C. Act, 1949 for and in respect of Mira Bhayander. The present D.P. and proposed D.P. yet to be sanctioned has various changes and modifications in the development of lands property which are infested with reservations like Playgrounds, Hospitals, Schools, Gardens, Dispensary, Maternity Homes and many more heads for reservation in the lands lying within the Municipal Corporation limits.

lix. The said property was reserved for Shopping Centre and Maternity Home under Reservation No.225 and 227 and it belonged to MBMC absolutely which was surrendered and handed over to the MBMC by then owners and accordingly the name of MBMC is recorded in the Land Records including the 7/12 extract of the said 7th property as owner.

lx. The MBMC has devised a Scheme of Buy-Back the lands surrendered to them under Reservation Scheme. Under the Buy Back Scheme approved under Case No.63 and Resolution No.64 dated 05/09/2018 and 26/09/2018 respectively approved by MBMC and General Body of Municipal Corporation and also by Urban Development Department vide G.R. No.TPB/4317/103/CR-61/2017/UD-11 under which a Buy Back Policy was

approved and adopted. In pursuance thereof the Mira Bhayander Municipal Corporation offer Letter dated MB/MNP/NR/79/2020-21 dated 15/05/2020 to Shri Gopalji K. Dwivedi the partner of M/s. Gujarat Realtors abovenamed to buy back the said 7th property under the scheme and the offer was accepted and the said M/s. Gujarat Realtors through M/s. Shubham Housing deposited a sum of Rs.2,65,96,372/- by a Pay Order No.048454 dated 21/05/2020 drawn on Bassien Catholic Co-operative Bank Ltd, towards the costs or consideration for the said land and accordingly MBMC issued a Receipt dated 22/05/2020 bearing No. 146319 in respect of the said amount. Accordingly, Mira Bhayander Municipal Corporation has executed a Deed of Transfer dated 22/11/2022 duly registered under Doc. No.TNN-4/19324/2022 executed by The Mira Bhayander Municipal Corporation to and in favour of M/s. Gujarat Realtors.

lxi. In the manner aforesaid M/s. Gujarat Realtors are seized, possessed and/or well and sufficiently entitled for the said property subject to the compliance of the terms and conditions for development and construction of Shopping Center on the 40% area of the said 7th property and the same shall be handed over to the MBMC for complying with the said Scheme, as per provisions of the UDCPR, 2020.

lxii. The said M/s. Gujarat Realtors and the M/s. Shubham Housing i.e. the Promoters herein have jointly amalgamated the said 7th property with the adjoining properties bearing S. No.30(236)/2pt, 3pt, 4pt, 6pt, 7pt, 8pt, 12pt and 33(242)/1pt and 31(235)/9, 10pt of Revenue Village Navghar, Taluka and District Thane and all the properties are falling under

Reservation No.227 (Shopping Center) and Reservation No.225 (Dispensary and Maternity Home) under the Development Plan of Mira Bhayander by Govt. Notification dated 02/05/2016. Accordingly, the said 7th property is amalgamated in its layout after acquiring the same from MBMC and submit the same to MBMC for obtaining necessary sanctions and permission for construction of building thereon including the Shopping Center, Maternity Home and saleable component. The MBMC has sanctioned the plan and approved the proposal and issued Commencement Certificate under vide No.MB/MNP/NR/154/2020-2021 dated 28/05/2020 and the said plan is revised and accordingly a revised Commencement Certificate bearing No.MNP/NR/1754/2021-22 dated 08/09/2021 issued for the construction of buildings as per the sanctioned plan and the said C.C. are issued in the joint name of M/s. Gujarat Realtors & M/s.Shubham Housing i.e. the Promoter herein.

- lxiii. M/s. Shubham Housing i.e. the Promoter herein have approached to M/s. Gujarat Realtors with a proposal to purchase and obtain the development rights of the said 7th property alongwith its sanctions and approvals for construction of buildings thereon by complying all the terms and condition of MBMC mentioned under the said Deed of Transfer dated 22/11/2022 and the M/s. Gujarat Realtors have accepted the proposal of M/s. Shubham Housing and agreed to assign and transfer the development right of the said 7th property subject to the development and construction of Shopping Center on the 40% reserved lands of the said 7th property for complying with the terms of development according to the sanctions and approvals granted by the MBMC and

thereafter M/s. Shubham Housing i.e. the Promoters herein shall handover the said Shopping Center to M/s. Gujarat Realtors and in turn M/s. Gujarat Realtors shall handover the said Shopping Center constructed on the 40% reserved lands to MBMC **as per UDCR and** in compliance to the terms of the said Deed of Transfer dated 22/11/2022.

lxiv. In the manner aforesaid M/s. Gujarat Realtors and M/s. Shubham Housing made a single large layout development plan for construction of various buildings on the amalgamated properties.

lxv. The Promoters M/s. Shubham Housing are aware about the scheme of MBMC under which the said lands is reserved for Shopping Center under Reservation No.227 and Partly falls under Reservation No.225 for Maternity Home under which the constructed building and units are required to be handed over to MBMC after survey and measurement conducted by TILR and issue of OC of the buildings and the M/s. Shubham Housing hereby undertake to comply all the terms of the Scheme by constructing Shopping Center and Maternity Home on the part of the said property.

lxvi. M/s. Gujarat Realtors after obtaining all the necessary sanctions and approvals in respect of the said 7th property have executed an Agreement dated 19/05/2023 duly registered under Doc. No.TNN-2/11674/2023 dated 19/05/2023 to and in favour of M/s. Shubham Housing i.e. the Promoters herein and thereby agreed to assign and transfer the development rights of the said 7th property with a specific condition to develop the reserve part of the said property under the scheme of MBMC and accordingly handover the

reserve part to M/s. Gujrat Realtors to comply with the said scheme and upon other terms and conditions mentioned therein. Simultaneously the said M/s. Gujarat Realtors had also executed a General Power of Attorney dated 19/05/2023 duly registered under Doc. No.TNN-2/11675/2023 to and in favour of M/s. Shubham Housing and thereby granted various powers and authorities inter alia to develop the said property and sell the flats and units constructed therein.

8th Property:

lxvii. The pieces or parcels of the land property admeasuring 900 Sq. Meters out of and forming the part of land property bearing Old Survey No. 242, corresponding New Survey No. 33, Hissa No. 1, admeasuring 15.4 guntha, or 1540 sq Meters, of Revenue Village NAVGHAR, Taluka & District THANE, lying, being and situate at Bhayander (E), hereinafter called as **“the 8th entire property”** and which belonged to SHRI PARSHURAM BHAU PATIL & OTHERS as owners.

lxviii. The said owners SHRI PARSHURAM BHAU PATIL & OTHERS by a Development Agreement dated 10/04/2006 agreed to sell assign and transfer the development right in respect of the said 8th entire property to M/s. GUJARAT ESTATE at consideration price paid by them and on the terms and conditions mentioned therein. In pursuance of the execution of the said Agreement the said owners SHRI PARSHURAM BHAU PATIL & OTHERS had also executed a General Power of Attorney in favour of its partners with various powers and authorities to sell the said 8th entire property and execute conveyance thereof in favour of

the party or parties of their choice or in favour of their nominee/s.

lxix. The said M/s. GUJARAT ESTATE after acquiring the said 8th entire property from the owners, in turn, by an Agreement dated 14/10/2011 agreed to sell, assign and transfer alongwith their all rights, title and interests in respect of land admeasuring 900 Sq. Meters out of the said 2nd entire property i.e. the said 8th property, to M/s. GUJARAT REALTORS at consideration price paid by them and on the terms and conditions mentioned therein.

lxx. In turn the then Owners SHRI PARSHURAM BHAU PATIL & OTHERS with confirmation from the Confirming Parties i.e. M/s. Gujarat Estate and M/s. Gujarat Realtors had jointly executed a Conveyance dated 07/12/2011 registered under Doc.TNN-09242/2011 dated 07/12/2011, sold, assigned, transferred and conveyed the land property admeasuring 900 Sq. Meters out of and forming the part of land property bearing Old Survey No. 242, corresponding New Survey No. 33, Hissa No. 1, of Revenue Village NAVGHAR, Taluka & District THANE, lying, being and situate at Bhayander (E), i.e. **the said 8th property**, as more particularly described in the Schedule hereunder written to and in favour of M/s. INDER ASSOCIATES for the considerations mentioned therein and accordingly M/s. Inder Associates became the absolute owners of the said 8th property and accordingly its name was entered in the Land Records including 7/12 extract of the said 8th property as owners.

lxxi. The said Owner M/s. INDER ASSOCIATES by a Conveyance dated 31/03/2021 duly registered under Doc. No.TNN-1/9481/2021 dated 15/07/2021 sold, assigned, transferred, conveyed and handed over the peaceful possession of the said 8th property to M/s. Shubham Housing i.e. the Promoters herein for the considerations mentioned therein and accordingly the name of M/s. Shubham Housing is entered in the Land Records including the 7/12 extract of the said 8th property under Mutation Entry No.3366 of Khata No.505 as owner.

**THE OWNER M/s.SHUBHAM HOUSING IS THE
PROMOTER OF THE SAID PROPERTIES:**

lxxii. In the manner aforesaid, the Promoter M/s. SHUBHAM HOUSING by virtue of various conveyances, deeds and documents executed by the then respective owners of the said 1st property, the said 2nd property, the said 3rd property, the said 4th property, the said 5th property, the said 6th property, the said 7th property and the said 8th property described in the table hereunder;

Properties	Old Survey No.	New Survey No.	Hissa No.	Land area adm. in Sq. Meters
1 st Property	236	30	2	60.80
2 nd Property	236	30	3	1238
3 rd Property	236	30	4	942.58
4 th Property	236	30	7	925
5 th Property	236	30	8	115.78
6 th	236	30	12	141.29

Property				
7 th Property	236	30	6pt	943
8 th Property	242	33	1	900

All of Revenue Village NAVGHAR, Taluka & District Thane, lying, being and situated at Bhayander (E), within the limits of Mira Bhayander Municipal Corporation hereinafter collectively called as “**the said property**” as more particularly described in the **FIRST SCHEDULE** mentioned hereunder to and in favour of the Promoter M/s. Shubham Housing. Accordingly, the Promoter is seized, possessed and/or well and sufficiently entitled for the said 1st property, the said 2nd property, the said 3rd property, the said 4th property, the said 5th property, the said 6th property, the said 7th property and the said 8th property free from all encumbrances, claims and demands as owner of the said property and the name of the Promoter M/s. Shubham Housing appears on the Land Records including the 7/12 extract of the said property as Owner.

SANCTIONS & APPROVALS:

lxxiii. The said M/s. SHUBHAM HOUSING and one Shri Gopalji K. Dwivedi partner of M/s. Gujarat Realtors who is the owner/holder of the adjoining properties bearing Old survey No.235, New Survey No.31, Hissa No.9 & 10pt, bearing all of Village Navghar have interacted together and M/s. Shubham Housing and Shri Gopalji K. Dwivedi partner of M/s. Gujarat Realtors to prepare a larger single layout plan for development and construction of building have amalgamated the said property and with the help of an Architect prepared a development plan for construction

of building in such a manner that the FSI of the respective property and building of the Promoter herein shall stands on its owned properties mentioned herein above and accordingly the Architect have prepare the development plan and submitted the same to Mira Bhayander Municipal Corporation for obtain its sanctioned and approval and the plan is sanction and the Mira Bhayander Municipal Corporation had sanctioned plan and granted permissions and approvals to construct Commercial and Residential buildings in respect of the said property and accordingly the various sanctions and approvals granted by the concerned authorities for development and construction of the buildings on the said property are described hereunder;

(a) Order u/s. 8 (4) of U.L.C. Act (1) bearing No. ULC/ TA /ATP/S.-20/SR.1458/144 Dated 15/02/2020 in respect of lands S.No.236/2, (2) in respect of lands S.No.236/3 an Affidavit dated 04/08/2018 was provided for compliance of Section 10(3) 10(5) of the Act, (3) bearing No. ULC/ TA /ATP/S.-20/SR.1676/143 Dated 15/02/2020 in respect of S.No.236/4, (4) S.No.236/6 stands in the name of Mira Bhayander Municipal Corporation, (5) bearing No. ULC/ TA /ATP/S.-20/SR.1726/145 Dated 15/02/2020 in respect of S.No.236/7, (6) bearing No. ULC/ TA /ATP/S.-20/SR.1469/149 Dated 15/02/2020 in respect of S.No.236/8, (7) bearing No. ULC/ TA /ATP/S.-20/SR.1672/148 Dated 15/02/2020 for S.No.242/1, (8) bearing No. ULC/TA/ATP/T.-6/SR.1376 Dated 18/04/2002 in respect of S.No.235/9,10 and (9) for lands S.No.236/12 bearing ULC/TA/ATP/S-20/SR-1532/146 dated 15/02/2020 obtained from the Additional Collector & Competent Authority, Thane.

(b) The NOC of The Estate Investment Co. Pvt. Ltd. granted by its NOC bearing (1) NOC No.RE/786 dated

25/04/2006 for S.No.236/2, (2) NOC No. EI/NOC/1032/DRC/2013 dated 23/12/2013 and No.EI/NOC/1663/2019 dated 22/07/2019 for S.No.236/3, (3) NOC No. RE/866 dated 14/02/2007 for S.No.236/4, (4) NOC No.RE/801 dated 13/06/2006 for S.No.230/8, (5) NOC No.RE/944 dated 26/09/2007 for S.No.242/1 & 236/7 and (6) NOC No.RE/785 dated 25/04/2006 for S.No.236/12 in respect of the said property.

(c)N. A. Order from the Collector at Thane, (1) bearing No. Rev/K-1/T-2/Navghar/Sanad/S. R.-69/2019, dated 15/01/2020 for Village Navghar in respect of lands S.N.236/2 adm.60.80 Sq. Meters, S.No.236/4 adm.942.58 Sq. Meters, S. No.236/7 adm.875.00 Sq. Meters, S. No.236/8 adm.115.78 Sq. Meters, S. No.236/12 adm.141.29 Sq. Meters, (2) bearing No. Rev/K-1/T-2/Navghar/Sanad/S. R.-22/2019, dated 27/08/2019 for S.No236/3 adm.4960 Sq. Meters, (3) bearing No. Rev/K-1/T-1/ANP/Village Navghar/S. R.-86/2014, dated 28/11/2014 for S.No.242/1 & S.No.236/7pt and (4) lands bearing S.No.236/6 stand in the name of Mira Bhayander Municipal Corporation.

(d) Fire NOC issued by Fire Department by a Letter No.MNP/Fire/309/21-22 dated 28/05/2021.

(e) The Mira Bhayander Municipal Corporation granted Commencement Certificate (C.C.) bearing No.MB/MNP/NR/154/2020-21 dated 28/05/2020 and the said plan is revised and accordingly a revised Commencement Certificate bearing No.MNP/NR/1754/2021-22 dated 08/09/2021 for development and construction of building as per the

sanctioned plan by following the terms and conditions mentioned therein.

The copies of the above mentioned orders, sanctions and approvals are attached herewith forming the part of Annexure. In case, the plan is revised in the course of development and construction of the said property the copy of valid Commencement Certificate shall be annexed herewith as Annexure and that the revised C.C. then obtained shall replace the C.C. mentioned herein.

lxxiv. In the manner as aforesaid, the M/s. Shubham Housing is also entitled to commence and carry on the development work upon the said property as more particularly described in the First Schedule hereunder written and construct the building/s as per plan sanctioned by the Mira Bhayander Municipal Corporation, and they are also entitled to all the benefits in respect of the said property and building/s constructed thereon and further entitled to sell the flats and other units to prospective buyers.

lxxv. In the manner aforesaid the Promoters i.e. M/s. SHUBHAM HOUSING are fully entitled to develop the said property and construct building/s thereon in accordance with the plans sanctioned by the Mira Bhayander Municipal Corporation. The Promoters have got approved from the concerned local authority the plans, the specifications, elevations, sections and details of the said building to be constructed on the said property.

lxxvi. Mira Bhayander Municipal Corporation have sanctioned and approved the plan and issued the C.C. (Commencement Certificate) upto ____ floor for

carrying out the construction in respect of the said property on the basis of the plan submitted by the Promoter and it is the further proposal of the Promoter to expand the construction by using TDR/Premium FSI and as per DC Rules and for that they will submit their plan for construction of additional floors in the said building or more as may be sanctioned by utilizing the TDR/Premium FSI and in accordance therewith the Promoter shall apply for and obtain a revised C.C. from MBMC.

THE SAID BUILDING:

lxxvii. In accordance with the plans sanctioned by the Mira Bhayander Municipal Corporation, the Promoters are developing the said property described in the First Schedule hereto and they are constructing thereon the building to be known as **“SHREE BALAJI EMPIRE”** consisting *inter alia* of Stilt *plus* _____ upper floors now or more as may be sanctioned, hereinafter referred to as “the said building”.

lxxviii. The Promoter is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

lxxix. The Promoter is in possession of the project land.

FSI CONSUMED IN BUILDING:

lxxx. The Promoter has proposed to construct ‘The Project’ (means the FSI admeasuring _____ Sq. Meters (the area of FSI subject to revision from time to time as may be sanctioned) to be consumed for the construction of the building known as **“SHREE BALAJI EMPIRE”** on the part of the said land.

THE SAID FLAT:

lxxxii. The Allottee is offered a SHOP/FLAT bearing number _____, on the _____ floor, (herein after referred to as the said “flat”) in the Building called **“SHREE BALAJI EMPIRE”** being constructed by the Promoter.

lxxxiii. The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

MahaRERA Certificate:

lxxxiv. The Promoter has registered the Project under the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at _____ no _____; authenticated copy is attached in **Annexure ‘F’**;

lxxxv. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

lxxxvi. By virtue of above referred Agreement for Sale/Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Flats in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the Allottee(s)/s of the Flats to receive the sale consideration in respect thereof;

lxxxvii. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of

title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

lxxxvii. The authenticated copies of Certificate of Title issued by the attorney at Law or Advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Flats are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively.

lxxxviii. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority i.e. Mira Bhayander Municipal Corporation (MBMC) have been annexed hereto and marked as **Annexure C-1**.

lxxxix. The authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure C-2**,

xc. The authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure D**.

xc. The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said

building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

xcii. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

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

xciv. The Allottee has applied to the Promoter for allotment of a Shop/Flat No. onfloor in the building known **“SHREE BALAJI EMPIRE”** being constructed on the said property,

xcv. The carpet area of the said Shop/Flat is _____ Square Meters being the total usable area of the said flat and **"CARPET AREA"** means the net usable floor area of a flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the flat.

xcvi. 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;

xcvii. Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. _____/- (Rupees _____ only), being part payment of the sale consideration of the flat agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

xcviii. U/s.13 of the said Act the Promoter is required to execute a written Agreement for sale of said Flat with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Flat/Plot) and the garage/covered parking (if applicable).

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

1. The Promoter shall construct the said building to be known as **“SHREE BALAJI EMPIRE”** on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Flat of the Allottee except any alteration or addition required by any Government authorities or due to change in law.
- 1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Shop/Flat No. of Carpet Area admeasuring Sq. Meters of total useable area of the flat and the RERA Carpet area adm. _____ Sq. Meters alongwith other useable area adm. ____ Sq. Meters of the flat on floor in the building known as **“SHREE BALAJI EMPIRE”** (hereinafter referred to as **“the Flat”**) as shown in the Floor plan thereof hereto annexed and marked **Annexures** for the consideration of Rs./- (Rupees Only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule** Annexed herewith.

Building known as “SHREE BALAJI EMPIRE”	
Shop/Flat No.	
Area (Carpet area)	Sq. Meters
Floor	
Car Parking No.	
Cost of Flat	

(Consideration)	
Car Parking Charges	
GST	
Total price in Rs.	

(The price of the Flat including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee the said car parking for its specific consideration/fees mentioned hereinabove.

1(b) The total aggregate consideration amount for the flat including covered parking spaces is thus Rs. _____/-.

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs/-(Rupees) in the following manner :-

i. Amount of Rs...../-(Rupees Only) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii. Amount of Rs...../-(Rupees Only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Flat is located.

iii. Amount of Rs...../-
(Rupees.....
..... Only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Flat is located in the following manner;

Sr. No.	on Completion of Slab	Amount
1.	Completion of 1 st Slab	
2.	Completion of 2 nd Slab	
3.	Completion of 3 rd Slab	
4.	Completion of 4 th Slab	
5.	Completion of 5 th Slab	
6.	Completion of 6 th Slab	
7.	Completion of 7 th Slab	
8.	Completion of 8 th Slab	
9.	Completion of 9 th Slab	
10.	Completion of 10 th Slab	
11.	Completion of 11 th Slab	
12.	Completion of 12 th Slab	
13.	Completion of 13 th Slab	
14.	Completion of 14 th Slab	
15.	Completion of 15 th Slab	
16.	Completion of 16 th Slab	
17.	Completion of 17 th Slab	
18.	Completion of 18 th Slab	
19.	Completion of 19 th Slab	
20.	Completion of 20 th Slab	
21.	Completion of 21 st Slab	
22.	Completion of 22 nd Slab	
23.	Completion of 23 rd Slab	
24.	Completion of 24 th Slab	

25.	Completion of 25 th Slab	
26.	Completion of 26 th Slab	
27.	Completion of 27 th Slab	
28.	Completion of 28 th Slab	
29.	Completion of 29 th Slab	
30.	Completion of 30 th Slab	
31.	Completion of 31 st Slab	

iv. Amount of Rs...../-(Rupees Only) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Flat.

v. Amount of Rs...../-(Rupees Only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat.

vi. Amount of Rs...../-(Rupees Only) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat is located.

vii. Amount of Rs...../-(Rupees Only) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas

appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Flat is located.

viii. Balance Amount of Rs...../-(Rupees Only) against and at the time of handing over of the possession of the Flat to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Flat].

1(e) The Total Price 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 published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ ____ % per

annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

Note: Each of the installment mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple

installments linked to number of basements/podiums/floors in case of multi-storied building /wing.

2.1 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 concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Flat/Plot] to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is mentioned hereinabove and Promoter has planned to utilize Floor Space Index as may be permitted by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to

Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Flat based on the proposed construction and sale of flats to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Flat] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

4.2 Without prejudice to the right of Promoter to charge interest in terms of Sub Clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement: PROVIDED that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail

address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Flat which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Flat as are set out in **Annexure 'E'**, annexed hereto.
6. The Promoter shall give possession of the Flat to the Allottee on or before _____. If the Promoter fails or neglects to give possession of the Flat to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned in the Clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat on

the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of -

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

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Flat/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Flat/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottees, as the case may be. 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.

7.2 The Allottee shall take possession of the Flat within 15 days of the written notice from the Promoter to the Allottee intimating that the said Flats are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of [Flat/Plot]:

Upon receiving a written intimation from the Promoter as per Clause 7.1, the Allottee shall take possession of the [Flat] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the

Promoter shall give possession of the [Flat] to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose of *residence/office. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other Allottee(s) of Flats in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to

enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Flat is situated.

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

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and

maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs./- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises keep unaccountable deposit with the Promoter, the following amounts:-

- (i) Rs./- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs./- for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs./- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/
Apex body.

(iv) Rs./- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs./- For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs./- for deposits of electrical receiving and Sub Station provided in Layout.

11. The Allottee shall pay to the Promoter a sum of Rs./- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- i. The Promoter has clear and marketable title with respect to the project land; as declare in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or

thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Promoter as follows :-

- i. To maintain the Flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat 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 building in which the Flat is situated or the Flat 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.

- iv. Not to demolish or cause to be demolished the Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.
- vii. Pay to the Promoter within 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 building in which the Flat is situated.

- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or 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 said building and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Flat is situated is executed in favour of

Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Flat is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Flat] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Flat].

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar 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, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties

with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said flat/plot/building, as the case may be.

20. RIGHT TO AMEND

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

21. 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 [Flat/Plot], in case of a transfer, as the said obligations go along with the [Flat/Plot] for all intents and purposes.

22. SEVERABILITY

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

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

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

24. FURTHER ASSURANCES

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

25. 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, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at.

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease

at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

Name of Allottee:_____

(Allottee's Address):_____

Notified Email ID:_____

Contact No._____

M/s Promoter name: SHUBHAM HOUSING

(Promoter Address) :_____

Notified Email ID: shubhamhousing2020@gmail.com

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.

28. **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.

29. Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

30. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. **GOVERNING LAW**

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT the pieces and parcels lands property lands properties described in table below;

Old Survey No.	New Survey No.	Hissa No.	Land area adm. in Sq. Meters	Assessed at Rs.
236	30	2	60.80	0.04/-
236	30	3	1238	0.99/-
236	30	4	942.58	0.73/-
236	30	7	925	0.72/-
236	30	8	115.78	0.09/-
236	30	12	141.29	0.11/-
236	30	6pt	943	0.81/-
242	33	1	900	0.72/-

All of Revenue Village NAVGHAR, Taluka & District Thane, lying being and situate at Bhayander (E), within the limits of Mira-Bhayander Municipal Corporation, Registration Sub-District of Thane, Registration sub District at Thane and bounded as follows:

On or towards the East: By Survey No.

On or towards the West: By Survey No.

On or towards the North: By Survey No.

On or towards the South: By Survey No.

THE SECOND SCHEDULE ABOVE REFERRED TO:

A SHOP/FLAT No. _____ admeasuring _____ Square Meters Carpet area on the _____ floor in the Building known as **“SHREE BALAJI EMPIRE _”** to be constructed in the layout of the properties described in the first schedule hereinabove written.

IN WITNESS WHEREOF the parties hereto have hereunto set subscribed their respective hands and seals the days and year first herein above written.

SIGNED, SEALED & DELIVERED)

By the within named “PROMOTER/S”))

M/s. SHUBHAM HOUSING)

Through its partner:)

_____)

in the presence of WITNESSES:)

1. Name:

Signature _____

2. Name:

Signature _____

SIGNED, SEALED & DELIVERED)

By the within named “**ALLOTTEE/S**”)

_____)

_____)

_____)

_____)

in the presence of WITNESSES:)

1. Name

Signature _____

2. Name

Signature _____

RECEIPT

RECEIVED the day AND year first hereinabove)

Written from the withinnamed Allottee/S)

a sum of RS. _____/-(Rupees _____)

_____Only)

as part payment towards the purchase of shop/flat)

as within mentioned paid by him/her to us)

by Cash/Cheque No. _____)

Dated_____ Drawn on the _____)

_____.)

WE SAY RECEIVED

RS. _____/-

PARTNER

For M/s. SHUBHAM HOUSING

Witnesses:

1.

2.