

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at **Nagpur**, this _____ day of _____, in the year Two Thousand and Twenty Six (“**Agreement**”),

BETWEEN

ARYA ESTATE, a sole proprietary concern through its proprietor Mr. Parag M. Munot, having its office at **101, Kalpataru Synergy, Vakola Pipeline Road, Vakola, Santacruz East, Mumbai- 400 055**, hereinafter referred to as “**Promoter-1**” (which expression shall, unless it be repugnant to the subject or context thereof, include its legal heirs, executors, administrators, successors and assigns), of the **FIRST PART**;

AND

AZURE TREE ENVIRO FARMS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013, with Corporate Identification Number U01111MH2007PTC169060 and having its registered office at **101, Kalpataru Synergy, Opp. Grand Hyatt, Santacruz (East), Mumbai, Maharashtra 400 055**, hereinafter referred to as “**Promoter-2**” (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns), of the **SECOND PART**;

AND

Mr. Praveen Kumar Bhatia & Mrs. Shashi Bhatia, Indian Inhabitant/s having his-/her/ their address at **RZ-H-26 S/F, Gali No-7, Kh No 34/3, Chhel Singh Block, Raghu Nagar, Dabri, South West Delhi - 110045 Delhi, India, [or] _____, LLP**, a limited liability partnership, constituted under the Limited Liability Partnership Act, 2008, having its registered office at _____, represented herein by its duly authorized partner _____, **[or] Messrs. _____**, a partnership firm, registered under the Indian Partnership Act, 1932, having its principal place of business at _____, represented herein by its duly authorized partner _____, **[or] _____ Private Limited/Limited**, a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at _____, **[or] _____ HUF**, a Hindu Undivided Family, having its address at _____, represented herein by its karta and manager _____, **[or] _____ trustees of the private trust constituted under the Deed of Trust/Settlement dated _____, having their/its address at _____, [or] _____ Trust**, a public trust registered under the _____ Act, 19_____, having its registered office at _____, represented herein by its trustees, hereinafter referred to as the “**Allottee/s**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in the case of a/an: (i) individual or individuals, his, her or their respective heirs, legal representatives, executors, administrators, successors and permitted assigns, (ii) limited company, or limited liability partnership, its successors and permitted assigns, (iii) partnership firm, the partners from time to time of the firm and the heirs, legal representatives, executors and administrators, of its last surviving partner its or their successors and permitted assigns, (iv) hindu undivided family, the

karta and manager and the coparceners from time to time thereof and the survivors or survivor of them and the heirs, legal representatives, executors and administrators, of the last survivor of them, its or their successors and permitted assigns and (v) trust, the trustees for the time being and from time to time of the trust and the survivors or survivor of them and its/their successors and permitted assigns) of the **THIRD PART**.

The Promoter-1, Promoter-2 and the Allottee/s are hereinafter collectively, wherever the context may so require, individually referred to as “**Party**” and collectively referred to as “**Parties**”.

WHEREAS:

- A. By diverse deeds and writings as set out in the statement annexed hereto and marked as **Annexure ‘A’**, the Promoter-1 became the owner and absolutely and exclusively entitled to freehold non-agricultural parcels of lands admeasuring approximately 21.893 acres equivalent to 88,600 square meters or thereabouts situate and lying at Village Khadaka, Taluka Hingna, District Nagpur, (“**Promoter-1’s Land**”) and the Promoter-2 through its proprietor, is exclusively entitled to freehold non-agricultural parcels of lands admeasuring approximately 15.122 acres equivalent to 61,200 square meters or thereabouts situate and lying at Village Khadaka, Taluka Hingna, District Nagpur, (“**Promoter-2’s Land**”) both collectively aggregating to 37.01 acres equivalent to 1,49,800 square meters or thereabouts, more particularly described **Firstly and Secondly** respectively in the **First Schedule** hereunder written and shown delineated in red colour boundary line on the plan hereto annexed and marked as **Annexure ‘B’** (hereinafter collectively referred to as the “**Larger Land**”).
- B. The Promoter-1 and the Promoter-2 intended of implementing plotted development on the Larger Land. The Larger Land has certain reservations viz: Recreational Ground (RG), internal road, DP Roads and Amenity Spaces approximately admeasuring 75,314.825 square meters or thereabouts (“**Reservations**”) as shown in the Sanctioned Layout Plan (defined hereinafter). Excluding the Reservations, the Promoter-1 and the Promoter-2 desires to jointly develop the balance portion of the Larger Land admeasures approximately 18.405 acres or thereabouts equivalent to 74,485.175 square meters or thereabouts, as plotted development being more particularly described in the **Second Schedule** hereunder written and delineated in blue colour on the Plan hereto annexed and marked as **Annexure ‘B’** (hereinafter referred to as the “**Project Land**”), in accordance with the provisions of the Unified Development Control and Promotion Regulations for Maharashtra State, 2020 (“**UDCPR 2020**”) and register the same as a single real estate project under the provisions of the Real Estate (Regulation and Development) Act, 2016.
- C. The Promoter-1 and the Promoter-2 have obtained Title Certificate dated 1st March 2024, issued by Advocate Ajit Vijayrao Mude, in respect of the Larger Land (hereinafter referred to as the “**Title Certificate**”), photocopies of which are hereto annexed and marked **Annexure ‘C’**.
- D. The Promoter-1 and the Promoter-2 have accordingly obtained from Nagpur Metropolitan Region Development Authority, being the authority having jurisdiction of the Project Land (“**NMRDA**”), the final sanctioned layout of the Larger Land (“**Sanctioned Layout Plan**”). The Sanctioned Layout Plan discloses the manner in which NMRDA has presently sanctioned the development of the Larger Land by the development of individual plots on the Project Land, various infrastructure, amenities and facilities and the Common Areas & Amenities on Larger Land. While issuing the Sanctioned Layout Plan, NMRDA and/or other concerned local authority and/or government has laid down and/or may lay down certain terms, conditions, stipulations and restrictions which are observed/to be observed and performed by the Promoter-1 and the Promoter-2 while developing the Larger Land / Project Land / Project (defined hereunder). A copy of Sanctioned Layout Plan is annexed hereto and marked as ‘**Annexure ‘D-1’**’.
- E. The Promoter-1 and the Promoter-2 have jointly entered into a Development Agreement with NMRDA on 8th July 2025 (“**Development Agreement**”) with respect to carrying out development work on the Larger Land as per the Sanctioned Layout Plan and on upon such terms and conditions set-out in the Development Agreement.
- F. The Promoter-1 and the Promoter-2 have appointed architects, registered with the council of architects (hereinafter referred to as the “**Project Architect**”, which includes any architect/s or

- licensed surveyors registered with the local planning authority like NMRDA, that have been jointly appointed, from time to time, by the Promoter-1 and the Promoter-2, in relation to the Project (defined hereunder) and a project engineer (hereinafter referred to as the “**Project Engineer**”, which includes any structural and/or civil engineers, that have been jointly engaged, from time to time, by the Promoter-1 and the Promoter-2, in relation to the Project) in respect of the design and execution of the Project and have accepted their professional supervision till the completion of the Project. The Promoter-1 and the Promoter-2 reserves the right to change the Project Architects and the Project Engineer, as they deem fit and proper in the interest of the Project and the Allottee/s will not be entitled to raise any objection over such change.
- G. The Promoter-1 and the Promoter-2 have conceived and planned the plotted development of the Project Land, presently comprising of plots, under the name “**Kalpataru Ardene**” (hereinafter referred to as the “**Project**”), which inter alia, involves the development of individual non-agricultural (NA) plots and various infrastructure, amenities and facilities and Common Areas & Amenities etc., including the currently allotted/ascribed FSI/TDR thereon as per the Sanctioned Layout Plan and the terms and conditions of Development Agreement.
- H. The Promoter-1 and Promoter-2 have obtained certain Approvals (defined hereinafter). Wherever the term “**Approvals**” is used in this Agreement, the same shall mean all approvals, permissions, sanctions, licenses, and no objection certificates/letters, by whatever name called, obtained, in the process of being obtained, and to be obtained, under Applicable Law, as Promoter-1 and Promoter-2 may consider necessary and expedient, and/or as required by NMRDA or any governmental authority, inter alia, in relation to the development of the Larger Land including the Project Land and the Project, or any part thereof, and includes specifically: (1) the Sanctioned Layout Plan pertaining to Larger Land including Project Land as annexed hereto and marked as **Annexure ‘D’**, and other approvals, permissions obtained from time to time in respect Larger Land including the Project Land, as may be amended from time to time, (2) the Completion Certificate that may be issued by the NMRDA in respect of the Project Land including Project, together with all further and other approvals, permissions, sanctions, licenses, no objection letters/certificates, and together with renewals, extensions, revisions, amendments and modifications thereof, from time to time, as Promoter-1 and Promoter-2 may consider necessary and expedient, or for the betterment of the Larger Land, the Project Land including Project, in its discretion, and/or as required by the NMRDA, and/or any governmental authority.
- I. The Promoter-1 and Promoter-2 have registered the Project as a “real estate project” as defined under the Real Estate (Regulation & Development) Act, 2016 and the rules made thereunder, including the applicable Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules, 2017 and such amendments, enactments, modification including orders, regulations, circulars and notifications issued from time to time (hereinafter referred to as “**RERA**”) with the Maharashtra Real Estate Regulatory Authority, Mumbai, bearing MahaRERA Registration No. **P50500077372**. The photocopy of the Certificate evidencing the aforesaid registration is hereto annexed and marked as **Annexure ‘E’**.
- J. Apart from the various infrastructure, amenities, facilities and common areas, to be developed on the Larger Land, in terms with the Sanctioned Layout Plan and the Development Agreement with NMRDA, the Promoter-1 and Promoter-2 shall be developing/providing shared network of utilities, inter alia electricity, water supply, sewerage /drainage, road/s access and street lighting (“**Basic Infrastructure Facilities**”). All the internal roads, DP Roads and development works shall be handed over to NMRDA or Gram Panchayat or Municipal Council or to any other concerned authorities, as the case may be.
- K. The Promoter-1 and Promoter-2 have the sole and exclusive right to develop the Larger Land including the Project Land and the Project as per the Sanctioned Layout Plan and the Development Agreement, including agreeing to sell their respective individual plots in the Project being developed on the Project Land, enter into jointly or severally at their sole discretion, agreements for sale with the purchaser/s with respect to their respective individual plots on ‘ownership basis’ along with the right to use the common infrastructure forming part of the Project and Common Areas and Amenities to be constructed over the Larger Land, and receive the sale consideration in respect thereof, as the case may be.

- L. The Promoter-1 and Promoter-2 shall accordingly commenced development of the Larger Land/Project Land/Project in accordance with the terms of the Sanctioned Layout Plan, and the Development Agreement as referred hereinabove and shall be completing the development of the Larger Land/Project Land/Project in accordance therewith and all the amended plans, permissions, approvals obtained/to be obtained from NMRDA and other concerned authorities, from time to time, as the case may be.
- M. The subject matter of this Agreement is to allot and agree to sell non-agricultural plot in the Project on the Project Land and receive sale consideration in respect thereof.
- N. The Allottee/s has/have approached, and applied to the Promoter-1 for allotment of plot details whereof is described in the annexure hereto annexed and marked as **Annexure ‘F’** and shown in on the plan hereto annexed and marked as **Annexure ‘G’**, and more particularly described in the **Third Schedule** hereunder written (hereinafter referred to as “**the Plot**”), in the Project together with the right to consume and utilize the allocated/ascribed FSI as prescribed in **Annexure ‘F’** hereto (“**Plot FSI**”) on the Plot by construction of a residential bungalow in the manner stated herein. The Plot is solely and exclusively owned by Promoter-1 and forms a part of Promoter-1’s land. The Plot and the Plot FSI are hereinafter collectively referred to as “**the Premises**”. A copy of 7/12 Extract in respect of the Plot is annexed hereto and marked as **Annexure H**.
- O. The Allottee/s has/have demanded from the Promoter-1 and Promoter-2, and the Promoter-1 and Promoter-2 have given to the Allottee/s, inspection of the documents and records relating to the Larger Land including the Project Land, as well as all other documents specified under RERA and Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (MOFA) (as applicable), including the Sanctioned Layout Plan and other documents as required to be disclosed. The Promoter-1 and the Promoter-2 have provided to the Allottee/s, inspection of the Title Certificate in respect of the Larger Land including the Project Land. The Allottee/s has/have satisfied himself/herself/themselves/itself in respect the title of the Promoter-1 and the Promoter-2 to the Larger Land, including the Promoter-1’s and the Promoter-2’s right to develop the Project, and its status. The Allottee/s has/have also examined all documents and information uploaded on the MAHARERA website as required under RERA and the RERA Rules and has/have understood the documents and information in all respects.
- P. Apart from giving inspections of the aforesaid documents, the Promoter-1 and the Promoter-2 have informed and explained to the Allottee/s that, since the Plot is forming a part of the Promoter-1’s Land, the Allottee/s shall pay to the Promoter-1 the consideration along with applicable Taxes payable in respect of the Plot.
- Q. Prior to execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the Larger Land, the Project Land, the Project and the Plot, made enquiries thereon and fully understanding the same is/are satisfied with respect to, (i) the title of Promoter-1 and the Promoter-2 to their respective portions of land comprised in the Plot and the Plot FSI and such title being clear and marketable; (ii) the Approvals obtained till date; (iii) Promoter-1 and the Promoter-2’s respective entitlement to develop the Larger Land including the Project Land and the Project with all the rights and entitlements of the Promoter-1 and the Promoter-2 as explained to the Allottee/s as mentioned in this Agreement and (iv) the fundamental term of this Agreement and the essence of the contract. The Allottee/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirms that the Purchaser/s has/have the financial capability to consummate the transaction.
- R. Based upon the agreements, confirmations and undertakings of, and applicable to the Allottee/s herein, including to observe, perform and comply with all the terms, conditions and provisions of this Agreement, the Promoter-1 has agreed to allot and sell the Plot to the Allottee/s, strictly upon and subject to the terms, conditions and provisions hereof.
- S. Under the provisions of RERA and MOFA (as applicable), the Promoter-1 is required to execute a written agreement for sale of the Plot with the Allottee/s and is also required to register this Agreement under the provisions of the Registration Act, 1908.

- T. 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.

NOW IT IS HEREBY AGREED, BY AND BETWEEN THE PARTIES AS FOLLOWS:-

1. ARTICLE 1 – AGREEMENT FOR ALLOTMENT & SALE

- 1.1. The recitals and schedules herein and all annexures hereto, and also any modifications hereof reduced to writing and executed by the duly authorized representatives of the Promoter-1 and Promoter-2 and by the Allottee/s, which writing shall be expressed to be supplemental to, or as a modification or amendment of shall be an integral part of this Agreement, and the interpretation of this Agreement and in all matters relating to the agreement herein, this Agreement shall be read and construed in its entirety.
- 1.2. Subject to and upon the terms, conditions and provisions hereof, the Promoter-1 hereby agrees to grant, sell, transfer, convey and assign and Allottee/s hereby agrees to purchase and acquire from the Promoter-1 (i) the Plot forming a part of Promoter-1's Land viz. described in **Annexure 'F'** and shown on the plan hereto annexed and marked as **Annexure 'G'** and more particularly described in **Third Schedule** hereto in the Project together with the right to consume and utilize the Plot FSI as prescribed in **Annexure 'F'** on the Plot by construction of a residential bungalow in the manner stated herein along with the right to utilize the additional FSI, Transferable Development Right (TDR) and/or development potential by whatever name called available in respect of the Plot as per the provisions of UDPCR 2020 on payment of premium to the concerned authorities and/or by purchase from the open market and/or otherwise howsoever on the terms mentioned in this Agreement, for the agreed purchase price payable by the Allottee/s to the Promoter-1 as set out in **Annexure 'F'** hereto (hereinafter referred to as the "**Purchase Price**").
- 1.3. The Promoter-2 do hereby record, declare and confirm that notwithstanding anything to the contrary contained herein or any other writings, consents, permissions or revenue records, Promoter-1 is the sole, exclusive and absolute owner of the Plot and is absolutely and exclusively entitled to receive and appropriate to itself the Aggregate Payments including the Purchase Price payable by the Allottee/s in respect of the Plot and further that Promoter-2 do not have any share, right, title or interest in the Plot or any part thereof including the Aggregate Payments receivable from the Allottee/s in respect of the Plot. The Promoter-2 is a party to this Agreement since the Promoter-1's Land and Promoter-2's Land are being developed as a single composite layout. It is one of the express terms of this Agreement that Promoter-2 shall not be liable to the Allottee/s or any other persons claiming by or through or under or in trust of the Allottee/s or any of them as "promoters" under RERA Act, 2016, the RERA Rules or otherwise howsoever. The Allottee/s hereby expressly confirm that he/she/it/they shall not make any claim or demand against the Promoter-2.
- 1.4. The Plot is presently not fenced. If the Allottee/s is/are desirous of having the Plot fenced prior to the Date of Offer of Possession (defined hereinafter), the Promoter-1 shall do so subject to payment of additional costs to be borne and paid by the Allottee/s and within the time frame as may be mutually agreed between the Parties. The Allottee/s hereby confirms that the fencing of the Plot is not included in the scope of this Agreement and is an additional service being provided by Promoter-1 to the Allottee/s and/or allottee/s of the Project.

1.5. Common Areas and Amenities:

- 1.5.1. The Promoter-1 and the Promoter-2 may develop areas, amenities, facilities and infrastructure in respect of the Project upon the Larger Land, in phases, which are intended for the common use of, inter alia, the allottee/s, owners and occupants from time to time of the plots over the Project Land or Larger Land or adjacent/adjoining lands which are owned by the Promoter-1 and Promoter-2 and shall be developed by them separately at their discretion as a future development ("**Common Areas and Amenities**"). A list of Common Areas and Amenities is annexed and marked hereto as **Annexure 'J'**.
- 1.5.2. The Promoter-1 and the Promoter-2 may provide club house and other amenities on any of the Amenity Spaces on the Larger Land at their discretion forming a part of the Larger Land, which shall be developed as per the approvals and sanctions as may be obtained from

time to time by the concerned authorities/government bodies. The Promoter-1 and Promoter-2 shall be entitled to relocate the Amenity Spaces and obtain revised approvals and sanctions accordingly. The Promoter-1 and Promoter-2 shall retain the Amenity Spaces along with the club house and other amenities, if provided and shall permit the use of the same to the Allottee/s and other allottees, occupiers, users in the Project or Larger Land at a fee as deem fit by the Promoter-1 and Promoter-2 or may construct infrastructure or develop the same in phases thereupon. The Allottee/s hereby confirm that, the Promoter-1 and Promoter-2 shall be entitled to deal with all the amenities on the Amenity Spaces and the Larger Land and create third party rights, as they may deem fit and proper, which may be constructed by the Promoter-1 and Promoter-2 as future development in accordance with the approvals required for the same or transfer the same to any authorities/third parties at its sole discretion.

- 1.5.3. The Promoter-1 and Promoter-2 shall be entitled to make/permit the commercial use of the club house and other amenities on the one of Amenity Spaces, if provided at their discretion and on terms and conditions as they may deem fit and proper. Further, the Promoter-1 and Promoter-2 at their sole discretion shall decide whether to convey/transfer on certain terms and conditions or not to convey/transfer the Common Areas and Amenities, the club house and such other amenities on the Amenity Spaces or on the Larger Land to the Project Entity and Organization (defined hereinafter) or Apex Body (defined hereinafter).
- 1.5.4. The Common Areas and Amenities for the Project may not be completed on the Date of Offer of Possession as set out in **Annexure 'F'** hereto and the Allottee/s shall not raise any objection in respect thereof and/or claim any damages or compensation whatsoever. The Common Areas and Amenities along with other amenities of the Project shall be provided/made available to the Allottee/s at the time when the same is duly developed and completed upon the Larger Land and the same are subject to normal wear and tear.
- 1.5.5. The Promoter-1 and Promoter-2, shall handover the DP Road to NMRDA, and the internal roads on the Project Land to the Project Entity and Organisation/NMRDA/Gram-panchayat as per the terms and conditions of the approvals sanctioned from time to time in respect the Project/Project Land, as the case may be;
- 1.5.6. The Promoter-1 and Promoter-2 shall grant on lease the electricity sub-station to be constructed on the Larger Land, as per the Sanctioned Layout Plan of the Project Land and to any electricity authority for the lease period and rent as deem fit by the Promoter-1 and Promoter-2, without any permission/NOC/consent whatsoever from the Allottee/s and other purchasers including Project Entity and Organisation when formed as the case may be.

ARTICLE 2 - PURCHASE PRICE

- 2.1. (a) The Allottee/s agree/s and undertake/s to pay to Promoter-1, the Purchase Price in installments, strictly in accordance with the schedule of payment set out in the Statement annexed hereto and marked as **Annexure 'I'**, and in terms of and subject to the terms and provisions of this Article or within fifteen (15) days from the date of written demand being made by the Promoter-1 as may be directed by Promoter-1. All payments shall be made by cheques, and/or pay orders, and/or demand drafts as may be directed by the Promoter-1, by direct bank transfer/RTGS deposited by the Allottee/s drawn in favour of the Promoter-1's bank account, along with the applicable Taxes, subject to deduction of applicable tax deducted at source under the Income Tax Act, 1961 (hereinafter referred to as "**TDS**").

(b) The Allottee/s has/have prior to the execution of this Agreement paid to the Promoter-1, the earnest money/deposit as set out in **Annexure 'I'** hereto (hereinafter referred to as the "**Booking Amount**"). The Allottee/s further confirm/s that he/she/they/it has/have voluntarily and willingly paid the Booking Amount and other installments of the Purchase Price to Promoter-1 on or prior to the execution of this Agreement, as recorded in the Receipt annexed hereto and marked as **Annexure 'K'**.

(c) The Allottee/s agree/s and undertake/s to deliver to Promoter-1 as the case may be, an original certificate evidencing payment of TDS, presently in Form 16B under the Income Tax Act, 1961 (hereinafter referred to as "**TDS Certificate**"), by the expiry of seven (7) Days from the date of each payment of TDS made by the Allottee/s. The Allottee/s shall be liable to deposit with the Promoter-1 as the case may be, an amount equivalent to the unpaid TDS along with Interest, on or before the Date of Offer of Possession (defined hereinafter). On the Allottee/s

producing the TDS Certificate and on Promoter-1 receiving the credit for the TDS the deposit amount shall be refunded after deducting Interest therefrom for the period of delay in payment of TDS by the Allottee/s to the concerned authorities.

2.2. The Purchase Price shall be free of escalation, other than escalation/increases on account of escalation/increase in development charges payable to the concerned authorities and/or any other increase in charges which have or may be levied or imposed by any concerned authorities, from time to time. The Promoter-1 shall consequently be entitled to an increase in the Purchase Price proportionate to such escalations/increases. Such additional Purchase Price shall be determined by the Promoter-1 and shall be due and payable on or before the Date of Offer of Possession, or apportioned equally between the (unpaid) balance installments of the Purchase Price and payable along with the same. While raising a demand on the Allottee/s for increase in the Purchase Price, the Promoter-1 shall enclose the notification/order/rule/regulation published/issued providing for, or other evidence of, such escalation/increase in the Purchase Price.

2.3. Other Charges & Deposits:

2.3.1. The Allottee/s shall, in addition to the Purchase Price (to be paid to Promoter-1, as per the payment schedule and infrastructure development charges as agreed between the Parties in the Cost Sheet), be liable to bear, pay and discharge to Promoter-1, as the case may be, no later than fifteen (15) Days from the Date of Offer of Possession, the following charges and deposits (hereinafter referred to as the “Other Charges & Deposits”, as under:

Sr. No.		Particulars
1	(a)	Share Money
	(b)	Corpus Fund
2	(a)	Project Entity and Organisation Formation Charges
	(b)	Legal & Documentation charges
	(c)	Outgoings for one year in advance excluding non-agricultural taxes/cess or property tax

2.3.2. The amounts of the Other Charges & Deposits have been separately agreed by the Parties, recorded in writing, signed by the Allottee/s and shall form part of this Agreement and the same are non-refundable. The Other Charges & Deposits referred to in this Article 2.3.1, and/or elsewhere in this Agreement, along with subsequent incremental, if any, shall be determined by the Promoter-1 in its discretion, and/or calculated on such basis as the Promoter-1 may deem fit.

2.3.3. The Promoter-1 shall be entitled to deploy/invest the Corpus Fund (less aggregate payments payable to Promoter-1 and/or the PMC’s), in fixed deposits and/or any other investment schemes for an appropriate period as may be determined by the Promoter-1 in its discretion, and shall have the benefit of accretion and the credit of tax deducted at source (TDS) in respect thereof, if and as applicable.

2.3.4. The Promoter-1 shall maintain a separate account in their respective books in respect of the contribution/payments received under Sr. No. 1 of the Table of Article (2.3.1) above. The amounts mentioned in Sr. No. 1 (a) shall be retained by Promoter-1 until the formation of the Project Entity and Organization in respect of the Project. The Promoter-1 shall be liable to render account of such amounts only to such Project Entity and Organization of the Project and not individually to any persons, including the Allottee/s, at any time.

2.3.5. Commencing 15 (fifteen) days from the Date of Offer of Possession (defined hereinafter), (whether or not the Allottee/s has/have taken possession of the Plot) or from the date, the Allottee/s take the possession of the Plot, whichever is earlier, the Allottee/s shall be bound and liable to bear and pay the non-agricultural assessment tax/property tax as the case may be in respect of the Plot, his/her/their/its share of the outgoings, maintenance charges, comprising of general maintenance, property taxes, non-agricultural taxes, rates, taxes, cesses, assessments, insurance premium, costs for running generator, costs charges and expenses of cleaning and lighting the passages,

landings, costs of maintenance, management and upkeep of the Plot, and the Common Areas & Amenities and operation and maintenance and repairs of lifts, water pumps, utility charges, salaries of all staff including managers, security, sweepers, gardeners and such other charges expenses necessary or incidental for maintenance and upkeep of the Plot, and the Common Areas and Amenities for the Project, to all the concerned authorities and/or private bodies, the Project Management Consultant approved and/or appointed by the Promoter-1 and/or the Promoter-2 in respect of the Project as the case may be (hereinafter referred to as the “**PMC**”) security agencies, housekeeping agencies, and other persons. For the purpose of payment of maintenance charges, in common with other allottee/s of the Project, the same shall be in proportion to the total area of the Plot to the total area of the other plots in the Project.

- 2.3.6. Subject to what is stated in 2.3.7 herein below, the Promoter-1/PMCs/other persons authorized by Promoter-1 shall raise periodic bills upon the Allottee/s in respect of his/her/their/its share of charges and outgoings mentioned in Article 2.3.5 herein above after completion of 12 months from Date of Offer of Possession, and the Allottee/s shall duly pay and discharge the same regularly within seven (7) days of the date of bill/invoice in respect thereof.
- 2.3.7. If at any time prior to the handover of the Project, the actual charges and expenses required to be made for the outgoings, maintenance and upkeep of the Common Areas & Amenities upon the Larger Land to be maintained by the Promoter-1/Promoter-2/PMC, the same will be adjusted in the following manner: (a) against the charges referred to in Sr. No. 2 (c) in the table contained in 2.3.1; (b) if the funds collected under Sr. No. 2 (c) are exhausted, then Promoter-1/ PMC or any authorized by Promoter-1 shall raise bills periodically to the allottees of the plots on the Project Land and/or part thereof and for this purpose, the Allottee/s shall, no later than seven (7) Days from the date of bill/invoice raised as aforesaid, pay the dues to Promoter-1. In case of any default or delay in payment towards the same, the Allottee/s shall not be entitled to use or utilize such Common Areas & Amenities until all the dues along with the applicable interest are clear.
- 2.3.8. The Promoter-1 shall be entitled, in its discretion, to appropriate and/or adjust monies held for one purpose and/or on one account, against any liabilities due and payable herein by the Allottee/s for any other purpose/s and/or on any other account.
- 2.3.9. The Promoter-1 shall take all decisions regarding management and allocation of funds/monies and the type, mode, quality of services to be provided in the Project.
- 2.3.10. The Allottee/s agree/s that until the formation and registration of the Project Entity and Organization, the Promoter-1 and the Promoter-2, and/or any persons engaged by them, including the PMC's shall maintain, manage and secure the Project Land and the Project along with Common Areas and Amenities. During such time, the Allottee/s shall pay, and Promoter-1 and/or the PMC and/or any other person/entity authorized by Promoter-1 shall collect, all contributions towards maintenance charges, outgoings and other charges.
- 2.3.11. The Common Areas and Amenities shall be under the maintenance and administration of the Promoter-1/ the Promoter-2 /PMC/persons authorized by the Promoter-1 and the Promoter-2. The Project Entity and Organisation for the Project shall be liable to contribute pro-rata towards the maintenance, taxes and outgoings payable in respect of the infrastructure and Common Areas and Amenities. Until the formation of the Project Entity and Organisation for the Project is formed, the Allottee/s (together with all other allottees of the Project) shall pay to the Promoter-1/PMC/persons authorized by Promoter-1/competent authority (as the case may be), the proportionate maintenance charges for the maintenance of the infrastructure and the Common Areas and Amenities and the Project.
- 2.3.12. Notwithstanding anything mentioned under this Agreement, the Allottee/s hereby agrees and confirms that, in the event if the Larger Land and/or Project Land is covered by the Town Planning Scheme in future, the Allottee/s shall be liable to pay betterment and development charges which may be assessed on the Plot in accordance with the provisions of Maharashtra Metropolitan Region Development Authority Act 2016 /the Maharashtra Regional & Town Planning Act, 1966.

ARTICLE 3 - DEVELOPMENT: PROMOTER-1'S AND PROMOTER-2'S RIGHTS & ENTITLEMENTS

In addition to rights, entitlements, powers, authorities and discretions of the Promoter-1 and the Promoter-2 in this Agreement, and the information and disclosure referred to, contained and made elsewhere in this Agreement, the Promoter-1 and the Promoter-2 has informed, and made the Allottee/s aware, of the following matters and the Allottee/s agrees to and accepts the same, inter alia, on the basis and strength of which the Promoter-1 and the Promoter-2 has entered into this Agreement:

3.1. Fundamental Entitlements & Disclosures:

- 3.1.1. All the disclosures, information, concepts, manner of phase-wise development, details of the Larger Land/ the Project Land/ the Project/Plot, and the development thereof, and the reservation of rights and entitlements and liberties as mentioned in the Recitals and elsewhere in this Agreement, are deemed reproduced herein verbatim.
- 3.1.2. The Promoter-1 and Promoter-2 may acquire by way of sale, exchange, development rights, joint venture or otherwise, howsoever, further tracts of additional adjacent lands and such additional lands shall, at sole discretion of the Promoter-1 and Promoter-2 may be amalgamated with the Larger Land and/or the Project Land and by the result thereof the area of the Larger Land and/or the Project Land shall increase and the scope, size, orientation and number of plots in the Project, infrastructure and Common Area and Amenities shall stand changed/varied. Upon such amalgamation (i) the scope, size, orientation, number of plots (save and except the Plot agreed to be sold hereunder), infrastructure like common roads and Common Areas and Amenities be realigned, varied and modified and/or (ii) access for the purposes of ingress and egress shall be given to such plots from the common internal roads; and/or (iii) all the common infrastructure and/or Common Areas and Amenities in respect of the Project shall also be used by the prospective allottees of such plots along with the plot of the Project and projects which are to be developed as future developments. Upon such amendment, alteration and modification, the Promoter-1 (for and on behalf of itself and the Promoter-2) shall upload the amended Layout Plan on the MahaRERA website. Upon such amalgamation of the additional plots as aforesaid, the same shall be deemed to be a part of the Larger Land and/or Project Land. Notwithstanding anything mentioned in this Agreement, the Promoter-1 and the Promoter-2 shall also be entitled to develop such additional lands as different projects but as part of the same layout of the Larger Land.
- 3.1.3. This Agreement only relates to the Plot more particularly described in the **Third Schedule** hereunder written and the Allottee/s shall not have any right in respect of the future developments/lands/plots comprised in the Project, Project Land or the Larger Land and shall not interfere in the decisions of the Promoter-1 and the Promoter-2 relating thereto;
- 3.1.4. The Promoter-1 and Promoter-2 shall be at liberty to dispose of the Project Land, the Larger Land and/or enter into joint development agreements, joint venture agreements and/or grant development rights in respect thereof in favour of any person or party that the Promoter-1 and Promoter-2 shall deem fit and proper.
- 3.1.5. The Promoter-1 and the Promoter-2 intends to undertake construction on the Project Land in the manner stated hereunder:-
 - (i) Currently as per the Sanctioned Layout Plan there are multiple plots that may be developed with certain infrastructure and handed over to customers/allottees who will construct their bungalows thereon;
 - (ii) It is clarified that Promoter-1 and the Promoter-2 shall, at its sole discretion, decide the nature of development/construction of Project and user of the same for such residential/commercial/retail usage. The timelines relating to the construction/sale and completion thereof shall be decided by Promoter-1 and the Promoter-2.
 - (iii) The Allottee/s shall not obstruct the Promoter-1 and the Promoter-2 and/or any other persons authorized by them or any of them from passing/re-

passing through the roads of the Project and/or Project Land and/or the Larger Land, for the purpose of accessing the same and taking up future developments thereon;

- 3.1.6. The Promoter-1 and the Promoter-2 shall provide certain utilities and facilities throughout the Larger Land including the Project Land and the Project at various locations and of sizes/capacity as is required by prevalent rules/vendor specification. The Allottee/s agrees and accepts that he/she/they shall have no grievance and/or claim against the Promoter-1 and the Promoter-2 in case such facilities and utilities are required to be located near the Plot.
- 3.1.7. The Promoter-1 and Promoter-2 have informed the Allottee/s and the Allottee/s has/have clearly understood that the Promoter-1 and Promoter-2, are developing/constructing the Project Land/Project and may themselves or its assignees or any third party undertake the future developments of the Larger Land and/or the Amenity Spaces solely at their discretion, in the manner stated in this Agreement. The Allottee/s hereby unconditionally agrees and undertakes that, the Allottee/s shall, at no point in time obstruct or hinder the Promoter-1 and Promoter-2 and/or their respective assigns and/or its representatives or any third party from accessing the internal roads and roads on the layout of the Larger Land and/or the Project Land and/or the Project and/or the Amenity Spaces for the purpose of carrying out the work of construction of the such future developments or repairs or otherwise on the Larger Land/Project Land/Amenity Spaces or any additional adjacent lands to be acquired/acquired by the Promoter-1 and Promoter-2. The Allottee/s expressly agrees and confirms that the Promoter-1 and Promoter-2, its assignees or any third party shall have unhindered and free access to the internal roads and roads on the layout of the Larger Land and/or the Project Land and/or the Project and/or the Amenity Spaces for the aforesaid purpose. The Allottee/s further confirms that he/she/it/they have understood that all roads and infrastructure in Larger Land and/or the Project Land and/or the Amenity Spaces shall be available to all allottees/residents/users/occupants of the Project and such future developments as may be undertaken by the Promoter-1 and Promoter-2 on the Larger Land or any additional lands.
- 3.1.8. As per the scheme of the development proposed by the Promoter-1 and the Promoter-2, separate 7/12 Extracts are obtained for individual plots including the said Plot. The Allottee/s shall be entitled to transfer the 7/12 Extract in respect of the Plot to their names, after payment of the Aggregate Payments to be made by the Allottee/s to the Promoter-1, and the execution and registration of the Sale Deed/Deed of Conveyance by the Promoter-1 and Promoter-2 in favour of the Allottee/s. The Promoter-1 and the Promoter-2 shall co-operate with the Allottee/s for the same and sign and execute such documents, as may be reasonably required in respect thereof at the sole costs and expenses of the Allottee/s.
- 3.1.9. The Promoter-1 and Promoter-2 contemplates that the development potential viz. the entire current, enhanced, future and estimated/projected/envisaged, FSI/FAR, premium/paid, fungible FSI, incentive/additional/compensatory FSI, floating, FSI, DR, TDR, and other development potential, benefits, potential yield and/or advantages, and/or as may be available on any account whatsoever, and/or any other rights and/or benefits of any nature whatsoever, and by whatsoever name called or may be, available, or acquired under any Applicable Law or otherwise howsoever, including by way of handover and/or transfer, to any governmental authority or other persons, of any or all of the reservations, amenity spaces, set-back areas or any other parts of the Project Land ("**Development Potential**") is approximately 1,40,925.95 square meters which shall be held by the Promoter-1 and Promoter-2. However, the Promoter-1 and Promoter-2 may very well load and consume further FSI/development potential on the Project Land in terms with this Agreement and the Allottee/s has no objection in this regard provided that the Plot and Plot FSI in respect of the Plot as per **Third Schedule** below is not reduced in any manner. The areas that will be available, with or without payment of any premium/charges, to be utilised in Common Areas and Amenities are and will be in addition to the Development Potential.
- 3.1.10. The NMRDA and other governmental authorities have set out, and may set out, any terms, conditions and restrictions which may apply to, and have to be complied with, by the Promoter-1 and Promoter-2 and/or the allottees of plots/premises in the Project

Land and/or Larger Land.

- 3.1.11. The Promoter-1 and the Promoter-2 may alter the terms and conditions of any agreements for allotment and sales, in respect of any other plots in the Project.
- 3.1.12. The Allottee/s shall sign, execute all such forms, applications, papers and documents, to give effect to the provisions of Article (4) and /or to comply with Applicable Law.

3.2. The Project

- 3.2.1. The ongoing development of the Project is upon the Project Land which forms a part of the Larger Land which comprises of vast tracts of lands, and the ownership in respect whereof has been acquired by the Promoter-1 and Promoter-2. As stated in this Agreement, the Promoter-1 and the Promoter-2 may acquire further tracts of lands with the intent of including some or all such new lands to the layout of the Project Land and/or the Larger Land subject to the necessary approvals being granted by the sanctioning authorities;
- 3.2.2. As and when further lands are acquired by the Promoter-1 and Promoter-2, such new lands shall, at the sole discretion of the Promoter-1 and Promoter-2, be made a part of the Project Land and/or the Larger Land and by result thereof the area of the Project Land shall increase. The Promoter-1 and Promoter-2 shall also be entitled to develop such new/further lands as different sectors/phases but as part of the same layout in which the Project Land is being developed.
- 3.2.3. If the Promoter-1 and Promoter-2 amalgamates any adjoining and/or surrounding lands to the Project Land and/or the Larger Land and even though such lands are developed as a separate project, the allottees and users of such additional lands shall be entitled to use the Common Area & Amenities and the infrastructure in the Larger Land, jointly with the Allottee/s, allottees, occupants and users in the Project Land and/or the Project.
- 3.2.4. The Allottee/s confirm/s and acknowledge/s that all future development and/or the plans, layout plans, approvals etc. in respect thereof, being implemented, or to be implemented in future are not the subject matter of this Agreement and there shall be no right, entitlement, or interest of any Allottee/s in respect thereof.
- 3.2.5. As per the terms of the Development Agreement, if any amount is due from the Promoter-1 and Promoter-2 on account of the development done/taken up by them on the Project Land/Project as per the terms thereof, NMRDA shall have a first charge on the Project Land in respect such amount due and NMRDA shall be entitled to recover the same as per Applicable Law;

3.3. General

- 3.3.1. The Promoter-1 and Promoter-2 are and shall always be the sole, absolute owners, holders and in the charge and control of their respective unsold plots comprised in the Project on the Project Land and every part thereof, and has, and they shall always have, the entire, exclusive overriding interest and power, entitlement and authority to develop, from time to time, in a phased manner, over such period of time up to the time till the Project Land is completed, and in such sequence or order (the same being dynamic in nature) all projects and phases as contemplated herein upon the Project Land, including by submitting any part/s or portions thereof, under any Applicable Law and by dealing with, distributing, apportioning, utilising and transferring, the Development Potential, in such manner, to such extent, and at such intervals, as the Promoter-1 and Promoter-2 deem fit, in its discretion, upon any part/s or portion/s of the Project Land.
- 3.3.2. Without prejudice to the generality of the foregoing provision, the Promoter-1 and the Promoter-2 shall in its discretion, inter alia, be entitled to:
 - 3.3.2.1. amalgamate, or sub-divide any parts or portion of the Larger Land/Project Land/Amenity Plot, into one layout, and/or separate, or combined layout/s and to do, execute and perform all acts, deeds, matters and things in relation thereto;

- 3.3.2.2. designate, allocate, reserve and/or relocate, realign, modify, and amend from time to time, any Common Areas & Amenities, Limited Common Areas & Amenities;
- 3.3.2.3. direct, designate, hold and control all infrastructure facilities, including public space advertising and all promotional signage, hoarding, and all other nature of signage whatsoever, and designate and allocate any plots, premises, areas, and spaces, upon or in the Larger Land/Project Land to any persons, including third party service providers, and/or its Affiliates for the purpose of facilitating the provision and proper maintenance of utility services including without limitation, electricity, water and telecommunication related services;
- 3.3.2.4. allot and/or grant on lease or otherwise howsoever any areas or spaces in the Larger Land, Project Land, the Project to utility service providers including electrical, telecommunication, gas etc. service provider/ supplier or any governmental authority;
- 3.3.2.5. handover and/or transfer any part/s or portion/s of the Larger Land/Project Land, to any persons, parties, government, or statutory authorities, or bodies including by amalgamation or arrangement as contemplated under the Companies Act, 2013 and/or transfer the entire of their respective shareholding to any person or party.
- 3.3.2.6. The Promoter-1 and the Promoter-2 may transfer and assign howsoever, including by way amalgamation / demerger / transfer / development rights / joint development / joint venture etc. their respective ownership and all other right title and interest in the Project Land/Larger Land and/or any part thereof in any other entity/company, in the event of the Promoter-1 and Promoter-2 consider such transfer as aforesaid. The Promoter-1 and Promoter-2 shall be entitled to transfer and assign howsoever as aforesaid all their respective ownership and right, title and interest in the Project.
- 3.3.2.7. hand over and/or transfer any part/s or portion/s of the Project Land/Larger Land/Amenity Plot, to any persons, parties, government, or statutory authorities, or bodies, with or without any development or construction thereon, in accordance with Applicable Law, and/or any Approvals, and/or develop any and all areas affected by the reservations and/or as the case may be, and/or develop such further or additional infrastructure, reservations as may be imposed or applied, in the discretion of the Promoter-1 and Promoter-2; and
- 3.3.2.8. continue to retain all rights, powers, authorities, control and ownership over all undeveloped part/s and/or portion/s of the Project Land/ Larger Land/Amenity Plot and/or unutilized Development Potential of the Project Land/Larger Land/Amenity Plot and/or such part/s thereof as the Promoter-1 and Promoter-2 deems fit in its discretion, with the full, complete and unfettered right, power, authority and discretion to own, hold, deal with, develop, and encumber the same, including to complete developments and ongoing developments thereof, or otherwise howsoever.
- 3.3.3. Without prejudice to rights and entitlements of the Promoter-1 and Promoter-2 as mentioned under this Agreement, the Promoter-1 and the Promoter-2 may transfer portion of Larger Land without affecting the Plot or may acquire any adjoining portion of land at such rates and terms and conditions as it may deem fit in accordance with the Development Agreement and/or Sanctioned Layout Plan.

3.4. Allottee/s's Confirmations

The Allottee/s hereby confirm/s personally and as a prospective member/s of the Organisation of the Project, as follows, which are and shall always be the essence of this Agreement, that is:

- 3.4.1. All the matters, and the rights, powers, authorities, discretions, and entitlements of the Promoter-1 and Promoter-2, as recorded and contained in this Agreement including this Article 3, and the Promoter-1 and Promoter-2's intent and desire in respect of the Project, Project Land, Larger Land, Amenity Plot and any additional lands and the

developments thereof;

- 3.4.2. The Allottee/s has/have, and shall have no right now or in future, to make, or raise, any objection to the rights, powers, authorities, discretions and entitlements of the Promoter-1 and Promoter-2 as contained in this Agreement including this Article 3, and no consent or permission in that regard shall be required to be obtained or given by them; and
- 3.4.3. The Allottee/s shall not object to, hinder, obstruct or interfere with the Promoter-1 and the Promoter-2 exercising their rights and powers herein or any grounds.
- 3.4.4. The Allottee/s shall always be bound by all the terms and conditions of the Development Agreement or any such amendments/modifications made from time to time.

ARTICLE 4 - TAXES

- 4.1. All Taxes shall be borne, paid and discharged by the Allottee/s alone, as and when the same are required to be paid (whether demanded or not) and the Promoter-1 shall never have any liability or obligation in respect thereof.
- 4.2. The Allottees/ shall pay all Taxes as and when they are levied, charged, and/or become due and payable upon Purchase Price, Interest (defined hereinafter), Liquidated Damages (defined hereinafter), Other Reimbursements/Amounts Payable on Termination (defined hereinafter), Other Charges and Deposits, transfer charges, premiums, penalties together with all the other amounts, charges, deposits, damages, liabilities, contributions including fund contributions etc. as referred to herein, and agreed to be paid and/or required to be paid by the Allottee/s herein in relation to, and/or in pursuance of this Agreement
- 4.3. If any Taxes (whether retrospective, or prospective, in nature) arise hereafter, including after the Date of Offer of Possession, the Allottee/s shall be solely liable to pay or reimburse (as directed by the Promoter-1 in its discretion) such Taxes including any interest and/or penalties and/or other amounts, charges and costs, if any, in respect thereof within fifteen (15) Days from the date of written demand made on the Allottee/s by the Promoter-1. The Allottee/s shall fully indemnify and keep indemnified and saved harmless the Promoter-1 in respect of the matters stated above the non-payment or delayed payment, of the Taxes referred to above.
- 4.4. Wherever the term “**Taxes**” appears in this agreement, the same shall mean all present, future, and enhanced taxes, imposts, dues, duties, impositions, fines, penalties, etc., by whatever name called, imposed/levied under any Applicable Law, and/or by governmental authority, attributable to, and/or in relation to, and/or arising from, and/or imposed or levied upon, the agreement for allotment and sale herein, and/or the Plot, and/or this Agreement, and/or upon the charges mentioned in Article 4.3, and agreed to be paid and/or required to be paid by the Allottee/s herein in relation to, and/or in pursuance of this Agreement, and/or upon the Project Entity and Organisation of Project and/or in respect of the documents and writings to be executed in their favour, as contemplated herein, and/or otherwise; and includes service tax, Goods And Services Tax (GST), education tax/cess/charges, value added tax (VAT), local body tax, property rates and taxes and cesses, stamp duty and registration charges, and any other taxes, imposts, interest, impositions, levies, or charges, in relation thereto, that is/are imposed or levied by any governmental authority.

ARTICLE 5 - POSSESSION & CONVEYANCE OF THE PLOT

- 5.1 Subject to and upon the provisions of this Article (5), the Promoter-1 shall endeavour to offer possession of the Plot, to the Allottee/s, on or before, the Date of Offer of Possession. Wherever the term “**Date of Offer of Possession**” appears in this Agreement the same shall mean the date of a written communication to be addressed by the Promoter-1 to the Allottee/s under which the Promoter-1 shall offer possession of the Plot in terms of this article, being more particularly mentioned in **Annexure ‘F’** hereto, and in no case, it shall be later than date of project completion subject to Article 15.11.1 (d) & (e) of this Agreement (plus any extensions granted by the MahaRERA as per RERA), provided however that the agreed Date of Offer of Possession, as mentioned herein, shall be further extended due to non-compliance on the part of the Allottee/s including on account of any default on the part of the Allottee/s.

- 5.2 The Allottee/s shall, no later than fifteen (15) Days from the Date of Offer of Possession, make payment of all the then balance/remaining Aggregate Payments. Upon and after receipt by the Promoter-1, of the entire Aggregate Payments from the Allottee/s and completion of all formalities in respect thereof, the Parties shall (a) execute and register the Deed of Conveyance in respect of the Plot together with the right to use the Plot FSI and Additional FSI as per the applicable provisions of the UDCPR 2020, in terms of the draft prepared by the Promoter-1 in favour of the Allottee/s, and (b) the Allottee/s shall execute a declaration - cum - undertaking in terms of a draft prepared by the Promoter-1 and, (c) the Promoter-1 shall deliver the possession of the Plot to the Allottee/s as set out herein below.
- 5.3 Without prejudice to the above, the Allottee/s shall be liable to comply with all his/her/their its obligations under this article and take possession of the Plot no later than thirty (15) Days from the Date of Offer of Possession, failing which the Allottee/s shall be solely responsible/liable for all loss or damage that may be suffered by the Promoter-1 on account thereof. It is hereby expressly agreed and clarified that the Promoter-1 shall handover the possession of the Plot to the Allottee/s only after the Allottee/s have made payment of the entire Aggregate Payments and the security deposit referred to hereinabove in this sub-clause as also the Taxes and only if the Allottee/s has/have observed, performed and complied with all the obligations of the Allottee/s under this Agreement. Wherever the term “**Aggregate Payments**” appears in this Agreement, the same shall mean all the Purchase Price, Interest (defined hereinafter), Liquidated Damages (defined hereinafter), Other Charges & Deposits, the Taxes, transfer charges, premiums, penalties together with all other amounts, charges, deposits, damages, liabilities, contributions including fund contributions etc., as referred to herein, and agreed to be paid and/or required to be paid by the Allottee/s herein in relation to, and/or in pursuance of this Agreement.
- 5.4 If the Date of Offer of Possession has occurred and the Allottee/s has/have not complied with any of his/her/their/its obligations under this Agreement, including this article, and/or the Allottee/s refuse/s to take possession of the Plot and/or fails and/or defaults to execute and register the Sale Deed/Deed of Conveyance in respect of the Plot as provided herein, then the same shall be considered as Allottee/s’s Event of Default. Without prejudice to its right of termination in such a case, the Promoter-1 may, in its discretion, condone the delay, and/or default, by the Allottee/s on the condition that the Allottee/s shall, in addition to all its other liabilities and obligations herein, including payment of all Aggregate Payments, bear and pay to the Promoter-1, the separate/independent pre-estimated and fixed charges in addition to (and not in substitution of) Interest, calculated at the rate of Rupees One Hundred only per square foot area of the Plot, per month (“**Holding Charges**”) and other charges to upkeep the Plot after the expiry of two months from the Date of Offer of Possession or on such dates and at such intervals as the Promoter-1 directs, till the Allottee/s is/are in full compliance with its obligations under this Agreement, including this article.
- 5.5 The Allottee/s agree/s and confirm/s that there could be variation in the area of the Plot on measurement thereof, to the extent of three per-cent of the area of the Plot. The Allottee/s accept/s the same and agrees that he/she/they/it shall not claim any adjustment, or reduction, in the Purchase Price on account of such variation (if any) within the variation limit. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter-1. If there is any reduction in the area within the defined limit then Promoter-1, shall refund the excess money paid by Allottee/s 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/s. If there is any increase in the area allotted to Allottee/s, then the increased amount shall be payable by Allottee/s to the Promoter-1, as the case may be, alongwith the next due installment of the Purchaser Price or prior to taking possession of the Plot, whichever is earlier. It is clarified that the payments to be made by the Promoter-1/Allottee/s, as the case may be under this clause, shall be made at the same rate per square meter as agreed under Clause 2.1 (a) above. It is further clarified that in the event, if any amounts are payable by the Promoter-1, to the Allottee/s due to reduction in carpet area as aforesaid, then the Promoter-1, shall either (i) refund the amount payable to the Allottee/s as aforesaid; or (ii) appropriate the same under any heads of the outstanding dues payable by the Allottee/s to the Promoter-1, without requiring any prior consent from the Allottee/s.
- 5.6 The Promoter-1, shall address a communication (in writing) to the Allottee/s offering an inspection of the Plot, on a specific date and time fixed by the Promoter-1. The Allottee/s shall thereupon be bound and liable to undertake such inspection along with the Project Architect

and/or Project Engineer (or their authorized representatives), and to satisfy himself / herself / themselves / itself that the Plot has been provided or constructed as per the Approvals have been provided as per this Agreement. If, during the course of such inspection, the Allottee/s points out to the Project Architect and/or Project Engineer any defects or deficiencies in respect of the Plot, the Project Architect shall, if such objection/s raised by the Allottee/s is/are valid, enter the same, upon an inspection sheet which shall be signed by the Allottee/s and the Project Architect and/or Project Engineer. Thereupon, the Promoter-1, shall endeavour to rectify and remedy such defects or deficiencies. Other than the defects or deficiencies entered upon the inspection sheet, the Promoter-1, as the case may be, shall not be liable to make good remedy or rectify any other defects or deficiencies. Notwithstanding anything to the contrary stated hereinabove, if the Allottee/s fails to attend at the inspection he/she/they/it shall be deemed to have fully accepted the state and condition of the Plot and shall not be entitled to raise any objection, dispute or difference whatsoever in respect thereof.

- 5.7 The Allottee/s confirms that if and when he/she/they/it is/are permitted to enter upon the Premises, after the Date of Offer of Possession, the Allottee/s shall have and/or be deemed to have taken full, complete and detailed inspection thereof and approved the same in all respects and it shall be deemed to have been completed in all respects in accordance with the terms and conditions of this Agreement and consequently, the Promoter-1, as the case may be, shall be discharged from its liabilities, responsibilities and obligations with regard to the same. The Allottee/s on or after taking possession of the Plot and subject to the provisions of this Agreement, shall be entitled to commence construction on the Plot by consumption of the Plot FSI as per the applicable provisions of the UD CPR 2020, only after obtaining the prior written NOC from the Promoter-1 and/or the Promoter-2, including as regards to the design and plans of the proposed construction on the Plot and as mentioned otherwise in this Agreement.
- 5.8 The Promoter-1 shall endeavour to take all such steps and precautions necessary to achieve construction and/or completion as contemplated herein. However, due to events defined in Article 15.11.1 (d) & (e) there is any delay or anticipated delay in the Date of Offer of Possession, then the Promoter-1 shall not be responsible or liable in any manner, and the same shall both automatically and forthwith stand extended for a period that is equivalent to the period that the Article 15.11.1 (d) & (e) continues and has continued and an additional period of ninety (90) days thereafter; for remobilization, in which case, the Date of Offer of Possession shall automatically stand revised to and substituted by the revised Date of Offer of Possession as communicated by the Promoter-1. The Allottee/s shall not object, raise any disputes, and/or protest, and/or hold the Promoter-1 liable for the aforesaid delay and extension of time, and shall not be entitled to, and shall not, make, or raise, any claim, for any damages, compensation, reimbursement of expenses or any other payments.
- 5.9 If there is a delay or extension of the Date of Offer of Possession, excluding on account of events defined in Article 15.11.1 (d) & (e), then the sole remedy of the Allottee/s, on being notified (in writing) by the Promoter-1 of the same, shall be to either: (i) continue with this Agreement, and accept the revised/extended Date of Offer of Possession as estimated and decided by the Promoter-1 in its discretion, or (ii) to terminate this Agreement by giving a written notice to the Promoter-1; provided that the aforesaid right of termination shall be exercised by the Allottee/s by addressing and delivering to the Promoter-1 the aforesaid written notice no later than fifteen (15) Days from being notified in writing by the Promoter-1, as aforesaid, of such delay, failing which the Allottee/s shall have deemed to have irrevocably opted and elected to continue with this Agreement, and shall be deemed to have waived his/her/their/its aforesaid option to terminate this Agreement, and shall be deemed to have accepted, all future revisions/extensions of the Date of Offer of Possession, from time to time, without any liability or obligation whatsoever on the part of the Promoter-1.
- 5.10 If the Allottee/s has/have opted to terminate this Agreement, and has terminated the same in strict accordance with Article (5.9) hereinabove, then the Promoter-1, shall refund to the Allottee/s the Purchase Price, received and realised by the Promoter-1 together with Interest from the date such payments were received and realized by the Promoter-1 after deducting (i) Taxes paid / payable and (ii) Interest payable by the Allottee/s on delayed payments, if any and (iii) the stamp duty and registration charges, if paid by the Promoter-1, on this Agreement and ancillary agreements in this regards. Further, on such termination other than by events defined in Article 15.11.1 (d) & (e), the Promoter-1 shall additionally pay a one-time fixed pre-estimated liquidated damages of Rupees One Hundred only per square meter of the Plot (which the Parties consider to be reasonable, and not as a penalty), but no other penalties, damages or

liabilities. Upon such termination, the Allottee/s shall be bound and liable to execute and register a Deed of Cancellation (in terms of a draft prepared by the Promoter-1) recording such termination and cancellation of this Agreement, however, the date of the Allottee/s aforesaid notice of termination shall be and be deemed to be the date on which this Agreement has stood terminated and cancelled. The aforesaid amounts shall be refunded/paid within ninety (90) Days from the execution and registration of the Deed of Cancellation by the Allottee/s.

- 5.11 It is hereby expressly agreed and clarified that the Promoter-1 shall handover the possession of the Plot to the Allottee/s only after the Allottee/s have made payment of the entire Aggregate Payments referred to hereinabove as also the Taxes and only if the Allottee/s has/have observed, performed and complied with all the obligations of the Allottee/s under this Agreement. Subject to and upon the terms, conditions and provisions hereof, the Allottee/s specifically agrees and confirms that the ownership of the Plot shall be vested in, and take place in the name of, the Allottee/s, only upon (i) the Allottee/s being handed over the possession of the Plot and (ii) after the execution and registration of the Deed of Conveyance/Sale Deed in respect of the Plot as stated in this Agreement.
- 5.12 It is hereby agreed by and between the parties hereto that post execution and registration of the Deed of Conveyance/Sale Deed in respect of the Plot, the Allottee/s shall carry out necessary steps for effecting the transfer the Plot in his/her/their name as “owners” in the revenue records in respect of the Plot at his own cost and expense. The Promoter-1 shall provide necessary documents or support as may be required by the Allottee/s in this regard.
- 5.13 The Allottee/s explicitly agree/s and confirm/s that until the Allottee/s is/are put in possession of the Plot in terms of this Agreement, the Promoter-1 shall have the unconditional and unfettered right to utilize the Plot and other plots/premises/units in the Project for any purpose whatsoever on a temporary basis, including, but not limited to, the use of the same as sample plot/premises/ or show plot /premises/, administration office for its staff or vendors, or for storage of records, goods, materials, etc., and/or any other type of use that the Promoter-1 and the Promoter-2 may deem fit in their sole and unfettered discretion. The Allottee/s further agree/s not to object in any manner whatsoever to the same, or claim / demand any compensation, reimbursement, costs, damages, charges, etc. from the Promoter-1 and the Promoter-2 for such aforesaid use.
- 5.14 The Allottee/s also accept/s acknowledge/s that as on the Date of Offer of Possession, the Plot shall have been completed, but that there shall, or may, be project development and construction works ongoing at such time, including in respect of the Common Areas & Amenities and future projects and the Allottee/s in acceptance of the aforesaid herein, agrees and undertakes not to raise any objection/s in any manner whatsoever, regards the same.

ARTICLE 5A - CONSTRUCTION ON THE PLOT

- 5A.1. It is hereby agreed by and between the Parties hereto that the Allottee/s shall be entitled to commence construction of bungalow on the Plot by utilization of the Plot FSI (as defined hereinbelow) in accordance with and as per the applicable provisions of the UDCPR 2020, only after (i) the Allottee/s has paid the Aggregate Payments to the Promoter-1; and (ii) the Promoter-1 have completed the Infrastructure and the Common Areas & Amenities and received the completion certificate in respect thereof from the NMRDA, and, (iii) Deed of Conveyance of the Plot is executed and registered in favour of the Allottee/s as mentioned above and (iv) the Allottee/s has been put in possession of the Plot. Any construction in contravention of this Agreement, shall be considered as an Event of Default of the Allottee/s.
- 5A.2. The Allottee/s shall ensure that the proposed construction on the Plot does not prejudice, affect or hinder in any manner the efforts and actions of the Promoter-1 and/or the Promoter-2 to obtain the balance/remaining Approvals in respect of the Project Land including the Project.
- 5A.3. The Plot FSI available for consumption on the Plot is mentioned in the **Annexure ‘F’** annexed hereto. Subject to the terms of this Agreement and payment of the Purchase Price payable by the Allottee/s to the Promoter-1 in respect of the Plot and only after being put in possession of the Plot by the Promoter-1 as setout hereinbelow, the Allottee/s shall be entitled to utilize the Plot FSI available in respect of the Plot, for construction of a residential bungalow comprising of not more than ground and 2 (Two) upper floor(s) with each floor to floor height not exceeding 4 mtrs at their entire cost and expenses. The Allottee/s shall be entitled to acquire,

purchase and use at their entire costs and expense, over and above the Plot FSI, the Additional FSI as per the applicable provisions of the UDCPR 2020 and strictly in accordance with the Sanctioned Layout Plan and in accordance with this Agreement for construction of the same residential bungalow only as aforesaid, subject to the Allottee/s paying all premium and other amounts for purchase, utilisation and construction of such Additional FSI and the Promoter-1 and the Promoter-2 shall not be required to bear or pay the same. It is agreed as a covenant running with the Plot and the Premises that in no circumstances whatsoever shall the Allottee/s be permitted to use any FSI/TDR/development potential by whatever name called whether available at present or in future over and above the maximum Development Potential. The Maximum building potential of the Plot inclusive of the Additional FSI is also mentioned in **Annexure 'F'** hereto. It is agreed as a covenant running with the Plot and the Premises that in no circumstances whatsoever shall the Allottee/s be permitted to use any FSI/TDR/development potential by whatever name called whether available at present or in future over and above the Maximum Development Potential. It is further clarified that any Additional FSI over and above the Plot FSI will be obtained by the Allottee/s at their own costs and expenses;

- 5A.4. In case there is any further FSI/TDR/development potential available in the layout of the Project Land /Project at any time whether due to change of law or otherwise, the Allottee/s shall only be entitled to the maximum Development Potential available in respect of the Plot as per the applicable provisions of UDCPR 2020 and the Allottee/s shall not be entitled to pro rata share of such further FSI/TDR/development potential available in the layout of the Project Land/Project at any time whether due to change of law or otherwise.
- 5A.5. The Allottee/s shall prior to submission of plans in respect of the proposed construction on the Plot to NMRDA or commencing construction on the Plot, pay security deposit to the Promoter-1 or the Project Entity and Organization (in case if the Project is handed over to the Project Entity and Organization) and obtain the prior written No-Objection Certificate (“**NOC**”) of the Promoter-1 and/or Project Entity and Organization formed in respect of the Project, as the case may be. The Allottee/s is/are aware that the security deposit shall be collected and adjusted towards any damages or inconvenience caused to the other allottees, occupants or the Promoter-1 while undertaking the construction over the Plot.
- 5A.6. The Allottee/s shall be required to strictly comply with the terms, conditions and parameters of the Sanctioned Layout Plan, UDCPR 2020, all Applicable Law and this Agreement at all times hereafter. The Allottee/s shall at its own costs and expenses apply and obtain all the requisite approvals and sanctions from NMRDA and all other concerned statutory authorities for construction and development of only the bungalow on the Plot at its own costs and expenses with the prior written approval of Promoter-1. The Promoter-1 shall at their sole and absolute discretion be entitled to scrutinise, verify and inspect the applications, plans for construction and the permissions received by the Allottee/s especially to verify and ensure that the construction proposed on the Plot by the Allottee/s is strictly in accordance with the said Sanctioned Layout Plan and this Agreement and does not deviate therefrom;
- 5A.7. The Allottee/s shall be liable and responsible to comply with the statutory labor and safety compliances, rules and regulations under the Applicable Laws and shall carry out the constructions as per the Applicable Laws, Sanctioned Layout Plan and other requisite approvals. The Allottee/s shall indemnify and keep indemnified the Promoter-1 and the Promoter-2 from and against all the acts and deeds of the Allottee/s and its contractors and their employees, representatives and agents while carrying out the work of construction on the Plot. The Promoter-1 and the Promoter-2 and/or the PMC shall have the right of supervision and shall demand inspection of the required data, documents from the Allottee/s to ensure that there is no violation of the Applicable Law or the rules of NMRDA on the part of the Allottee/s while carrying out the construction.

ARTICLE 6 - THE COMMON AMENITIES AND RECREATIONAL FACILITIES

- 6.1. Subject to the Allottee/s complying with, observing and performing all the terms, conditions and provisions of this Agreement, including making payment of the Aggregate Payments and Other Charges & Deposits, the Allottee/s may access, use, and enjoy the Common Areas & Amenities, as may be provided by the Promoter-1 and the Promoter-2 in common along with the other allottees of the Project, in respect of which the Allottee/s will be liable to comply with the terms and conditions, and make payment of the fees and charges as may be decided by the Promoter-1, Promoter-2 and/or the applicable Entities & Organisations as mentioned under this

Agreement.

6.2. The Promoter-1 and the Promoter-2 has informed the Allottee/s of the following facts, matters and circumstances that shall pertain to the Common Areas & Amenities, which the Allottee/s has/have fully accepted, agreed and confirmed that is:

6.2.1. the club house is currently proposed to be constructed on the Amenity Plots as per the Sanctioned Layout Plan as may be amended from time to time and shall have the equipment, infrastructure, amenities and facilities as the Promoter-1 and the Promoter-2 deems fit in its discretion;

6.2.2. the Promoter-1 and the Promoter-2 shall at its sole and absolute discretion be entitled to change the location of the club house to any place within the Project Land/Larger Land without recourse to the Allottee/s;

6.2.3. the use, benefit and enjoyment of the Common Areas & Amenities shall be, inter alia, for all allottees, purchasers and occupiers in the Project Land and such additional land as may be amalgamated by the Promoter-1 and/or the Promoter-2 in the Larger Land and or the Project Land (collectively, “**Users**”);

6.2.4. The Amenity Plot together with club house and other structures that may be constructed thereon from time to time shall be retained by the Promoter-1 and the Promoter-2 who shall be the owners and in complete management and operations of the same. The Promoter-1 and the Promoter-2 as the case may be shall be entitled to sell, transfer, convey, allot, lease, license and/or create third party rights in respect of the structures/buildings, shops, flats, offices, retail etc., proposed to be constructed on the Amenity Plot and for those purposes shall be entitled to enter into and/or sign and execute such agreements, memorandums and documents as may be necessary and appropriate to itself the consideration, sales proceeds, rents, license fees and other receivables therefrom for their own and absolute use and the Allottee/s shall not be entitled to raise any objections in respect thereof. Such consideration, sales proceeds, rents, license fees and other receivables therefrom shall be appropriated by the Promoter-1 and the Promoter-2 as the case may be and shall not be transferred to the Project Entity and Organization of the Project;

6.2.5. The entire management and operations of the Common Areas & Amenities shall, be under the sole, exclusive and absolute control of the Promoter-1 and the Promoter-2, and/or the PMC (if appointed by the Promoter-1 and the Promoter-2), who shall be entitled to inter alia, frame, and implement, the aforesaid rules and regulations in respect thereof.

6.2.6. The entitlement to use the Common Areas & Amenities is and shall be personal to the Allottee/s, and is not transferable or assignable in any manner; provided that on the completion of any permitted sale and transfer of the Plot by the Allottee/s or their assigns, to any persons (“**Plot Transferee/s**”), the Plot Transferee/s shall solely be entitled to use and enjoy the Common Areas & Amenities in the place and instead of the Allottee/s (who shall automatically and forthwith cease to be entitled to access, and enjoy the same), subject to the Plot Transferee/s making the necessary applications for membership and completing all formalities as may be required of them, at such time. Under no circumstances, shall the Allottee/s or any Plot Transferee/s be entitled to use, enjoy or access the Common Areas & Amenities after he/she/they/it have sold and transferred the Plot.

6.2.7. There may be recreational, social and other related events, performances, activities, parties, gatherings, etc. held in the club house, and/or in any of the recreational facilities during the day or night, by the Promoter-1 and the Promoter-2 and/or the PMC’s, and/or Users. The Allottee/s, for himself / herself / themselves / itself and as a prospective member of the Organisation for the Project shall not be entitled to raise any disputes, differences, or objections in and/or hinder, restrict, obstruct or interfere;

6.2.8. There would be charges including one-time, or per day, or per use, charges, in respect of any of the amenities, or facilities, or services available, and/or provided in and from the club house and recreational facilities, as determined by the Promoter-1 and the Promoter-2 from time to time, and the person/s who avail/s of such amenities, or facilities, or services shall be entitled to use the same upon payment thereof.

6.2.9. The Promoter-1 and the Promoter-2 shall during the development of the Project

Land/Larger Land, construct and provide the club house for the usage of all the allottees/ occupants of the Project Land and the Project, subject to the terms, conditions and provisions governing the usage thereof. It is expressly agreed and understood that if the Allottee/s is /are desirous of using any of the amenities and/or facilities in/of the club house, the Allottee/s shall be entitled to do so only upon making payment of necessary charges (including contribution to the Corpus Fund) in respect thereof as may be determined by the Project Entity and Organization of the Project.

ARTICLE 7 - OTHER RIGHTS & POWERS OF THE PROMOTER-1 AND PROMOTER-2

- 7.1. The Allottee/s hereby agrees and acknowledges that the Promoter-1 shall, at all times, have the absolute, unconditional and unfettered right to sell, assign, transfer, securitize, utilize or deal with the Purchase Price and other amounts payable under this Agreement, including, but not limited to, Other Charges & Deposits, or any part/ portion thereof (whether or not the Promoter-1 is in full receipt of the same as of a particular date), in the manner that the Promoter-1 may, in its sole and absolute discretion, deem fit. The Allottee/s hereby further agrees and acknowledges that the Promoter-1 and the Promoter-2 may, from time to time, raise finance through any instrument, modes, avenues, options or markets available to the Promoter-1 and/or the Promoter-2, whether in India or worldwide, as permissible under Applicable Law, which may include but not be limited to, procuring such financing from; any private or public institution; issuance of a security, bond, or any instrument, of any nature whatsoever, debt or equity, including redeemable or convertible (fully or partially or optionally) or non-convertible, in the primary / secondary market (whether through private placement or by way of a public offer); from any financial institutions, banks, funds and, or, any other vehicle, instrumentality, entity, body corporate or person, onshore or offshore, as the case may be. Accordingly, the Allottee/s hereby grants approval to the Promoter-1 to sell, assign, transfer, securitize, utilize or deal with, in a manner suitable to the Promoter-1 (without requiring specific consent from the Allottee/s), the Purchase Price and other amounts payable under this Agreement, including, but not limited to, Other Charges & Deposits, or any part/ portion thereof and any amounts received/ receivable by the Promoter-1 hereunder, including without limitation, the right to directly receive from the Allottee/s such amounts pertaining to the Purchase Price and other amounts payable under this Agreement, including, but not limited to, Other Charges & Deposits, or any part/ portion thereof and, or, any amounts payable by the Allottee/s herein.
- 7.2. The Promoter-1 and the Promoter-2 also has availed of and/or may also avail of financial assistance, including any construction/corporate loans, infrastructure loans, from bank/s, financial institution/s, and/or person/s against security of any part/s of the Larger Land, including the Project Land, and/or in respect of all projects, including Project, or any parts thereof, or any receivables, which have been, or may be, mortgaged, or charged to such banks and/or financial institutions and/or other persons as security for repayment of the financial assistance taken from them. As part of any such arrangement by the Promoter-1 and/or the Promoter-2, all or any of the responsibilities and/or obligations and rights of the Promoter-1 and/or the Promoter-2 under this Agreement may be transferred to any other person. The Promoter-1 agrees that on or prior to the Date of Offer of Possession, the Promoter-1, as the case may be, shall obtain a letter releasing mortgage or charge of such bank/s, and/or financial institution/s, and/or person/s, over the Plot alone, enabling the Promoter-1 to complete the allotment and sale thereof to the Allottee/s, free of the same. The Promoter-1 agrees that post the execution of this Agreement, any mortgage or charge shall not affect the right and interest of the Allottee/s under this Agreement.
- 7.3. The person/s in whose favor the Promoter-1 and/or the Promoter-2 has granted or created, or agreed to grant or create, any mortgage, charge or security interest in respect of any unsold plots/premises in Project may himself / herself / themselves / itself, or jointly with the Promoter-1 and/or the Promoter-2, be admitted as and made members of any of the relevant Project Entity and Organization to be formed in respect of Project in which such unsold plots/premises are situated, without it, him, her or them or the Promoter-1 and/or the Promoter-2 being made subject or liable to any separate, special, new or additional condition/s and required to pay any separate, special, additional or extra amount or consideration whatsoever for the same (whether by way of transfer fees, charges, premium, donation or otherwise) and the Allottee/s shall not raise any objection.
- 7.4. The Promoter-1 and the Promoter-2 shall not be liable to bear or pay any contributions, deposits, expenses, transfer fees, non-occupancy charges, donations, premiums or any other

amounts, charges or liabilities whatsoever to the Project Entity and Organization as the case may be, in respect of any unsold/un-allotted plots/premises.

- 7.5. The Promoter-1 and the Promoter-2 shall be entitled, but not obliged to, join as a member of the Project Entity and Organization in respect of unsold plots/premises in the Project, if any. The Promoter-1 and/or the Promoter -2 shall continue to be entitled to such unsold plots/premises and to undertake the marketing, etc., in respect of such unsold plots/premises.
- 7.6. The Promoter-1 and the Promoter-2 and/or Promoter-1 Affiliates and/or Promoter-2 Affiliates shall be fully and freely entitled to install and provide temporary and permanent signage and hoardings (including neon, backlit and illuminated signage and hoardings) of whatsoever nature upon the Larger Land including Project Land and the Project and/or any part thereof and the same shall be lit at all times and the cost/charges for the same shall always be borne by the Project Entity and Organization (defined hereinafter). The Promoter-1 and the Promoter-2 and/or Promoter-1 Affiliates and/or Promoter-2 Affiliates shall have full access to such hoardings, and signage, and to install its/their name/s and any other Promoter-1 or Promoter-2's Intellectual Property at one or more places or in or upon Larger Land, Project Land and/or at the entrances and exits thereof. The Promoter-1 and the Promoter-2 and/or Promoter-1 Affiliates and/or Promoter-2 Affiliates shall always have full and free right of way and means and access to such place or places for the purpose of installing, maintaining and replacing such hoardings and signage.
- 7.7. The Promoter-1 and the Promoter-2 shall promote, manage and undertake all public events (including sales events etc.) held in or upon any Common Areas & Amenities and to apply the net revenues generated therefrom towards costs incurred by the Promoter-1 and/or the Promoter-2 in undertaking its diverse activities and/or obligations in relation to Project.

ARTICLE 8 - COVENANTS AND OBLIGATIONS OF ALLOTTEE/S

The Allottee/s hereby confirm and undertake to abide by the following covenants and obligations and shall ensure that all the provisions contained herein and the obligations arising hereunder in respect of the Plot/Project shall equally be applicable to and enforceable against any subsequent purchaser/s of the Plot i.e. Plot Transferee/s, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes:

- 8.1. The Allottee/s is/are fully and completely informed and is/are aware that all Informative Materials, and/or all matters related or incidental thereto, have been, and always will be, merely for the sake of convenience, whereby the terms, conditions, and provisions of this Agreement shall solely and exclusively apply and control.
- 8.2. The show/sample plot/bungalow including all furniture, items, electronic goods, amenities etc., if any, are only for representational purposes for depicting lifestyle and illustrating a possible option of the design and layout of the type of development that can be carried out on the Plot. The Promoter-1 and the Promoter-2 are not liable or obligated to provide the plot, row house, villa, bungalow as per show/sample plot, row rouse, villa, bungalow unit with furniture, items, electronic goods, amenities etc. therein.
- 8.3. In respect of the Amenity Plot, the Promoter-1 and the Promoter-2 may become member of the Project Entity and Organisation formed for the Project.
- 8.4. The Allottee/s and/or other occupants of the Project Land (including Plot Transferee/s who shall be informed by the Allottee/s) shall (at no point in time) object access to the Promoter-1 and/or Promoter-2 and/or any other entity appointed by them to the Larger Land for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Larger Land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Larger Land and if necessary to connect the drains, pipes, cables etc. under, over or along the Larger Land appurtenant to each and every plot to be developed on the Project Land (including the Plot) nor in any way obstruction or causing nuisance to the ingress and egress till such time the Common Areas and Amenities is handed over to the Project Entity & Organization/Apex Body (as the case maybe).
- 8.5. The Allottee/s shall not object to the enjoyment of the remaining plots by the other allottees in

the Project.

- 8.6. The Allottee/s shall have absolute right to use and enjoy the Plot on a freehold basis subject to such terms and conditions as may be imposed by NMRDA/competent authorities/ Project Entity and Organization/Apex Body for all the plot-owners in the Project.
- 8.7. The Allottee/s is/are aware that the Project Land, has been defined only for the purpose of registration of the Project as a “*real estate project*” as per RERA. However, their right shall be restricted to the Plot only.
- 8.8. If the same is possible and feasible, based, inter alia, on the stage of development and construction, and subject to safety conditions, the Allottee/s shall be entitled to visit and view the Project, after taking a prior appointment with the Promoter-1. The Allottee/s shall adhere to all the safety and security conditions as stipulated by the Promoter-1 and the Promoter-2 for the Project Land and shall visit and inspect at his/her/their/its sole discretion.
- 8.9. The Allottee/s, with the intention to bind all persons in whosoever’s hands the Plot may come, hereby agree/s, confirm/s undertake/s and covenant/s with the Promoter-1 and the Promoter-2 as follows:
- i. to maintain the Plot at the Allottee/s’ own costs and expenses in good and tenantable repair, order and condition and not to do or suffer or permit to be done anything therein including any changes or alterations to any part of the Project, and/or any of the Common Areas & Amenities;
 - ii. On and after the Date of Offer of Possession, the Allottee/s shall use the Plot for carrying out construction of a bungalow, villa for residential purpose and for their own personal and/or self-use only and not as a hotel, hostel, dormitory, service apartments etc.;
 - iii. Not to sub-divide the Plot in any manner (whether by way of succession of the interest of the Allottee/s or in any other manner) so as to cause the division thereof either by metes and bounds and/or otherwise howsoever so as to maintain the integrity of the Plot;
 - iv. Not to amalgamate the Plot with any adjoining plots except with the prior written permission of the Promoters and NMRDA;
 - v. The Allottee/s shall not use the Plot other than for residential purposes;
 - vi. The Allottee/s shall not use the Plot for any illegal or immoral purposes;
 - vii. The Allottee/s shall not display boards or hoardings or neon signs or paintings on the Plot in the Project.
 - viii. The Allottee/s shall not use the Plot or permit the same to be used for any purpose which in the opinion of the Promoter-1 cause nuisance or annoyance to the allottees of the plots/premises/row houses in the Project/Project Land or to the owners or occupiers of the neighbouring properties.
 - ix. to rectify and make good any unauthorised and/or unlawful alterations and/or damage thereto within seven (7) Days from the date of receipt of a written notice from the Promoter-1/Promoter-2, and/or from any governmental authority, in that regard;
 - x. to bear and pay all increases in outgoings, the Taxes, as well as all water charges, insurance premium and other levies in respect of the Plot;
 - xi. The Allottee/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter-1/Promoter-2;
 - xii. Not to sell or dispose of any earth, gravel or sand in respect of the Plot and not excavate the Plot except as far as may be necessary for the construction of villa or bungalow.
 - xiii. The Allottee/s is aware that parking of any car/passenger vehicle (whether belonging to the Allottee/s or otherwise) shall not be permitted outside the Plot or on any part of the Project including roads, internal streets and Common Areas & Amenities;

- xiv. to observe, perform and comply with the terms, conditions and covenants and all other rules, regulations and bye-laws which the Promoter-1 and the Promoter-2, and/or any governmental authority may specify and those which the applicable Project Entity and Organisation of the Project (as and when formed and registered by the Promoter-1 and the Promoter-2), as the case may be, may adopt or frame at its/their inception, and any modification thereof, from time to time, including to keep the disaster management plan functional throughout the occupation period, if developed by the Promoter-1 and the Promoter-2, in compliance of the norms stipulated by the concerned authorities;
- xv. not to let, sub-let, transfer, assign or part with any interest or benefit under this Agreement or part with the possession of the Plot (if the Date of Offer of Possession has occurred and the Allottee/s has/have taken possession of the Plot in terms and in accordance with this Agreement) until the Allottee/s has/have complied with all his/her/their/its obligations under this Agreement;
- xvi. shall also observe and perform all the stipulations and conditions laid down by the applicable Project Entity and Organisation, regarding the occupancy and use of the Plot and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xvii. Not to construct the toilet blocks and/or service ducts in the bungalow façade along the Plot frontage;
- xviii. Not to install or display any kind of hoarding, display boards, bill boards or signage on the Plot or bungalow or the public precinct adjacent to the Plot save and except the name plate;
- xix. Not to construct a boundary/compound wall/fence of more than 1.8 meters in height;
- xx. to contribute his/her/their/its share of expenses towards painting, repairs, waterproofing, refurbishment and structural audits and fire audits (including fire safety audits) of the Project, the Common Areas & Amenities, or at such intervals as may be stipulated by the Promoter-1 and the Promoter-2 and/or Project Entity and Organisation of the Project;
- xxi. on and after the Allottee/s is/are permitted to enter upon the Plot, after the Date of Offer of Possession in terms of Article (6), to make suitable arrangement for removal of debris arising out of any construction on the Plot or any other allied work in the Plot. In case such debris is not removed by the Allottee/s, the Allottee/s shall pay/reimburse to the Promoter-1 or any other persons as may be directed by the Promoter-1, the cost incurred in the removal of such debris;
- xxii. the availability of electricity and/or water to the Plot are dependent upon the concerned supplier/provider/authority thereof and the Promoter-1 shall endeavour to obtain the same;
- xxiii. the Allottee/s shall make their own arrangement for water for carrying out construction on the Plot;
- xxiv. the Allottee/s shall not encroach upon any roads, recreational grounds, parks, open spaces or any portion of the Project shall keep the same free from all obstructions.
- xxv. The Allottee/s shall not trespass into other plots or areas not ear-marked for common use.
- xxvi. in case of non-availability and/or shortage of water supply from the local and/or municipal authority or Governmental Authority, the Promoter-1 and the Promoter-2 or the Allottee/s or the applicable Project Entity and Organisation of the Project, as the case may be, shall endeavor to arrange either through tankers or any other source, then in such case the Allottee/s shall contribute his/her/their/its share of expenses towards such procurement, treatment and distribution of water supply on pro-rata basis and the Allottee/s agrees and undertakes to bear and pay all such charges towards his / her / their proportionate share from the Date of Offer of Possession in the manner as may be demanded by the the Promoter-1 and the Promoter-2/Project Entity and Organisation/PMC as the case may be from time to time;
- xxvii. upon and after the Allottee/s is/are permitted by the Promoter-1 to enter upon the Plot as provided herein and until the completion of the Project, the Promoter-1 and the Promoter-

2, and/or their respective Affiliates and/or any governmental authority and their respective officers, agents, or representatives, including the PMC's, the Project Architect, Project Engineer and any engineers, surveyors, contractors, agents and employees, with or without workmen and others, have and shall have at all reasonable times, the right to enter into and upon the Plot, the Project and the Common Areas & Amenities or any part thereof, to view and examine the state and condition thereof and/or for the purpose of undertaking any works as may be required therein and thereto in relation to the Project Land / the Project;

- xxviii. not to store in the Plot any goods, objects or materials which are or may be of hazardous, combustible or dangerous nature, or are or may be so heavy as to damage the construction or structure in the Project, or the storing of which goods, objects or materials is objected to or prohibited by the Promoter-1, Promoter-2, and/or the PMC's, and/or any governmental authority, and shall not carry or cause or permit to be carried heavy packages which may damage or may be likely to damage the entrances, Infrastructure and the Common Areas & Amenities or part, of Project, and to be liable for all damage that may be caused thereto by the Allottee/s;
- xxix. the wet and dry garbage generated in and from the Plot shall be separated by the Allottee/s ;
- xxx. not to throw dirt, rubbish, rags, garbage or other refuse, or permit the same to be thrown from the Plot, on any other lands /the neighbouring plots or any portion of the Project, roads, open spaces, infrastructure and/or the Common Areas & Amenities. The Allottee/s shall strictly follow rules and regulations for debris/garbage disposal as may be prescribed by the Promoter-1 and the Promoter-2/PMC/ Project Entity and Organization for maintaining the Common Areas & Amenities from time to time;
- xxxi. The Allottee/s shall not put tents, camps or other temporary shelters on the Plot.
- xxxii. The Allottee/s shall use the Common Areas & Amenities only for the purposes for which they are intended.
- xxxiii. The Allottee/s shall not do or permit or suffer to be done any act, deed, matter or thing which may render void or voidable any insurance of the Project, and/or any of the Common Areas & Amenities, and to make payment of any additional or increased premiums in respect thereof, as may arise on account of any breach by the Allottee/s; and
- xxxiv. Not to do or perform, or cause/permit to be done or performed, any act, deed, matter or thing which may or is likely to cause nuisance, disturbance or annoyance to the allottees, owners or occupiers of any other plots/premises in the Project Land including the Project;

The above covenants shall be covenants running with the Plot and be binding on the Allottee/s and/or any person/s who is the owner and/or in possession, use and occupation of the Plot.

- 8.10. The Allottee/s is/are aware, and agree/s and accept/s, that fire service fees and annual fees in respect of the Project are payable to the concerned governmental authority as per provisions of Maharashtra Fire Prevention & Life Safety Measures Act, 2006, and all such fees shall be payable by the Allottee/s, and all allottees and occupants of the plots in the Project, and the Project Entity and Organisation, without any liability on the part of the Promoter-1 and the Promoter-2.
- 8.11. The Allottee/s shall, if and whenever requested by the Promoter-1 hereafter, and within seven (7) Days of receiving the Promoters-1' written intimation in this regard, sign, execute and deliver to the Promoter-1 and the Promoter-2 in such form as may be desired by, it, any applications, consents, deeds, writings, etc. recording the confirmations and consents given and granted in this Agreement, and shall attend the office of the Promoter-1 and the Promoter-2 for this purpose.
- 8.12. The Allottee/s shall be entitled to avail loan against security of the Plot after obtaining prior written NOC of the Promoter-1. Notwithstanding that the Allottee/s may contemplate availing of, or has/have availed of, a loan in respect of the purchase of the Plot, and/or the Allottee/s has/have mortgaged, or will mortgage the Plot with such bank or financial institution (which is to be subject to the issuance by the Promoter-1' no objection/consent letter to such bank or

financial institution) to secure such loan it shall be sole and entire responsibility of the Allottee/s to ensure that the payment of the Aggregate Payments, including the Purchase Price and every part thereof is completed, and the Promoter-1 and the Promoter-2 shall never be liable or responsible for the repayment of any loan availed of by the Allottee/s and/or any such mortgage; and the Allottee/s agrees to indemnify and keep indemnified and saved harmless the Promoter-1 and the Promoter-2 of, from and against all claims, costs, charges, expenses, damages and losses which they or any of them may suffer or incur by reason of any action that such banks / financial institution may initiate in relation to such loan or mortgage. Notwithstanding anything to the contrary herein, the Allottee/s hereby agree/s and undertake/s that the Promoter-1, shall always and have first lien and charge over the Plot in respect of, and to secure, the Aggregate Payments due and payable by the Allottee/s, and accordingly, without prejudice, the Allottee/s irrevocable obligation and liability to make payment thereof, any mortgage, charge, security interest, etc., created over, and/or in respect of the Plot shall always be subject to the Promoter-1s' and aforesaid first lien and charge, and subject to all the rights, powers and entitlements of the Promoter-1 under this Agreement.

- 8.13. If the Allottee/s is/are non-resident Indian citizen, or a foreign national/citizen (whether or not the Allottee/s is/are a Person of Indian Origin (PIO) and/or an Overseas Citizen of India (OCI), then it shall be his/her/their sole obligation and liability to comply with the provisions of all applicable laws, including Foreign Exchange Management Act, 1999, Reserve Bank of India rules and regulations, exchange control regulations and all other applicable/necessary requirements, rules, regulations, guidelines etc. of the government or any other authority, from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. Refunds (if any) to Non-Resident Indians (NRI) and foreign citizens of Indian origin shall be made in Indian Rupees.
- 8.14. The Allottee/s has/have gone through the representations made by the Promoter-1 and the Promoter-2, and the details and documents provided by the Promoter-1 (for and on behalf of itself and the Promoter-2) on the portal of the MahaRERA as required by RERA and shall keep himself / herself / themselves / itself updated with all the matters relating to the Project that the Promoter-1 (for and on behalf of itself and the Promoter-2) will upload from time to time.
- 8.15. The Project shall always be called/known by the name stated in **Annexure 'F'** hereto, which name shall not be changed without the prior written permission of the Promoter-1 and the Promoter-2 and thus shall, at all times, be binding upon the Allottee/s and all allottees/occupants of plots/premises in the Project.
- 8.16. All terms, conditions, covenants, stipulations and provisions contained in any agreement/s, undertakings or writings given, or to be given, to governmental authority, and in respect of approvals, and/or special rights and privileges and agreement/s made or executed or to be made or executed in respect of the Plot in the Project and the Project Land/Larger Land, shall be binding upon the Allottee/s and all allottees/occupants of plots/premises and/or other structures of whatsoever user in the Project Land.
- 8.17. The Allottee/s irrevocably agree/s, confirm/s and undertake/s that the covenants and obligations herein, on their part and strict observance and performance thereof, are made, given and to be observed and performed both in his/her/their/its personal capacity, and as prospective member/s of the applicable Project Entity and Organisation of the Project.

ARTICLE 9 - REPRESENTATIONS OF THE PROMOTER-1 AND PROMOTER-2

Subject to the disclosures made herein by the Promoter-1 and the Promoter-2, and what is stated in the Title Certificate, the Promoter-1 and the Promoter-2 doth hereby represents and undertakes as follows:

- 9.1. The Promoter-1 is the sole and absolute owner of the Plot comprised in the Project Land and holds rights and entitlements to sell the Plot owned by it in the Project;
- 9.2. The Promoter-1 and the Promoter-2 shall apply for all necessary Approvals from time to time in respect of the Project;
- 9.3. The Promoter-1 has not entered into any agreement for sale or any other agreement/arrangement with any person or party with respect to the Plot; and,

- 9.4. The Promoter-1 and the Promoter-2 are entitled to enter into this Agreement in the manner contemplated herein.

ARTICLE 10 - ORGANISATION FOR THE PROJECT; TRANSFER

The Promoter-1 and the Promoter-2 in their discretion and subject to Article 15.11.1 (d) & (e), intends as follows:

- 10.1. Within three months from sale of more than fifty-one percent of the plots in the Project, the Promoter-1 and Promoter-2 shall initiate the process of applying for the formation of a co-operative society under the Maharashtra Co-operative Societies Act 1960, and/or any other entity, organization, association, or body, referred to in, or permitted under, RERA (hereinafter referred to as the “**Project Entity and Organization**”), to comprise, inter alia, the Allottee/s and other allottees/purchasers/ occupants of Project.
- 10.2. The Project Entity and Organisation for the Project shall be responsible and liable for making payment of charges and/or outgoings for the upkeep, repair and maintenance of the infrastructure of the Project. However, the Promoter-1 and the Promoter-2 in their sole and absolute discretion, shall either maintain the infrastructure and Common Areas & Amenities themselves or appoint a PMC.
- 10.3. The Promoter-1 and the Promoter-2 shall handover the charge and control of the Project and Project Land to the Project Entity and Organization within three (3) months of the receipt of the full completion certificate of the last real estate project in the Project Land.
- 10.4. The roads and recreational grounds in the Larger Land, will be maintained by either by the Promoter-1 and the Promoter-2 themselves or appoint a PMC or any persons authorized by them till the same are taken over to NMRDA as per the applicable provisions of the Applicable Law, the Allottee/s shall proportionately contribute towards the repair, maintenance and upgrade of the same.
- 10.5. The nature, type and constitution, of the Project Entity and Organization, shall be determined by the Promoter-1 and the Promoter-2.
- 10.6. The Promoter-1 and/or the Promoter-2 may propose and intend to develop and construct other real estate projects over the other portions of the Larger Land and shall form the respective entities and organisations in respect of each of the balance projects that may be formed and constituted, as may be determined by the Promoter-1 and/or the Promoter-2. The balance projects shall be handed over and conveyed to such entities & organisations respectively, subject to such terms as may be determined by the Promoter-1 and/or the Promoter-2.
- 10.7. The Promoter-1 and the Promoter-2 may convey and transfer the balance development including Common Areas & Amenities, club house and other amenities, if provided on “as is where is basis” as may be determined by the Promoter-1 and/or the Promoter-2 in its discretion, by and under the Deed/s of Transfer to any corporate or other body, entity, or organisation, to be constituted, formed and registered by the Promoter-1 and/or the Promoter-2, under Applicable Law (hereinafter referred to as the “**Apex Body**”) within three months from the receipt of the full occupation certificate of the last building/structure of the last project/phase of the Larger Land.
- 10.8. It is clarified that the conveyance and transfer excludes or is subject to: (i) any portions thereof handed over to concerned authorities or utility providers pursuant to any reservations, and/or leases of utilities, (ii) any encroached areas which will be transferred on an “as is where is basis”, as may be determined by the Promoter-1 and/or Promoter-2 in its discretion, and, (iii) all conveyances of buildings and structures constructed on the Larger Land to various entities & organizations. The Promoter-1 and/or the Promoter-2 shall execute Deed/s of Transfer and other writings in respect thereof, subject to (a) what is stated hereinabove, and (b) all other rights, easements, powers, privileges, authorities reserved herein unto the Promoter-1 and Promoter-2.
- 10.9. The nature, type and constitution, of the Apex Body, and its rights, powers, and authorities shall be determined by the Promoter-1 and/or the Promoter-2. Further, the Promoter-1 and/or Promoter-2 will hand over all the sanctions, Approvals, Plans, etc., as may be required to the

respective entities and organisation and/or the Apex Body.

- 10.10. The Apex Body shall own and hold the Common Areas & Amenities, for the benefit of all entities and organisation formed in respect of the Larger Land, and their respective members. All costs, charges, expenses, liabilities, taxes and maintenance charges, and capital and revenue expenditure related to, and arising in respect of, the Common Areas & Amenities shall be proportionately borne, paid and discharged by the entities and organization formed and constituted in respect of the Larger Land, based upon the aggregate area of the plots.
- 10.11. All the documents, writings, Deed/s of Transfer etc., to be executed in the conveyance/s and transfer/s, as referred in this article, and all other documents and writings to be executed in relation thereto and/or in pursuance thereof, including bye-laws, rules and regulations of the entities and organizations formed in respect of the Project and the Apex Body, and all writings, forms, applications, etc. in relation to the proposed formation and registration thereof, shall all be prepared and approved by the Advocates and Solicitors appointed by the Promoter-1 and Promoter-2, and the same shall contain such terms, conditions, covenants, stipulations and provisions, including those contained in this Agreement including reserving the rights, powers, privileges, authorities and benefits of the Promoter-1 and Promoter-2, as the Promoter-1 and Promoter-2 deems fit.
- 10.12. The Project Entity & Organisation, entities & organisations in respect of each of the balance projects and the Apex Body, to be formed and constituted in respect of the Larger Land, respectively, shall be known by such names as the Promoter-1/Promoter-2 may decide, which names shall not be changed by the Allottee/s, and/or any other purchasers and/or the Project Entity and Organization, entities & organisations in respect of each of the balance projects, and/or the Apex Body without the prior written consent of the Promoter-1/Promoter-2;
- 10.13. The Allottee/s shall co-operate with the Promoter-1 and Promoter-2 and shall sign and execute application forms, papers, declarations, documents and other writings for registration of the Project Entity and Organization to be formed and constituted in respect of the Project and do all necessary acts and deeds, so as to enable the Promoter-1 and Promoter-2 to respectively register the same.
- 10.14. Unless and until the Allottee/s is/are in full compliance of the terms and conditions of this Agreement including the payment of the Aggregate Payments to the Promoter-1, the Project Entity & Organization shall not issue and deliver a share certificate to the Allottee/s.
- 10.15. All, without limitation costs, charges and expenses in respect of the formation and registration of (i) Project Entity and Organisation, in respect of the Project, shall be borne and paid by all the allottees, purchasers, transferees and occupants of the Project, (ii) entities & organizations in respect of the balance projects shall be borne and paid by all the allottees, purchasers, transferees and occupants of the balance projects, and (iii) the Apex Body, shall be borne and paid by all the entities and organization formed in respect of the Larger Land as set out hereinabove; and the Promoter-1 and/or the Promoter-2 shall not be liable to bear or pay the same or contribute towards the same, at all. If any delay or default is made in the payment or reimbursement of such costs, charges, or expenses, for any reason whatsoever, the Promoter-1 and/or the Promoter-2 shall never be held responsible or liable for any delay in the formation and registration of the Project Entity and Organization, and/or entities & organizations, and/or the Apex Body.

ARTICLE 11 - TERMINATION

- 11.1. The Allottee/s agree and confirm that, without prejudice to all the rights, powers, authorities, discretions, entitlements and remedies of the Promoter-1 and the Promoter-2, and Applicable Law, the Promoter-1 and the Promoter-2 shall be entitled, in their discretion, to terminate and cancel this Agreement in the circumstances set out in Article 11.2 and 11.4 herein below.
- 11.2. If due to Applicable Law (defined hereinafter), and/or any action of concerned authorities, and/or any legal action, circumstances, or reasons, and/or any Article 15.11.1 (d) & (e), the Promoter-1 and the Promoter-2, in its discretion, are of the opinion that Project or any part thereof, including construction of the Project, shall or may be suspended, or stopped, for twelve (12) consecutive months, or more, or any part of Project has, in fact, been stopped or suspended for the aforesaid period of twelve (12) consecutive months, then the Promoter-1 and/or the Promoter-2 shall be entitled, in their discretion, to terminate and cancel this Agreement by

delivering a written notice of termination to the Allottee/s. On the delivery of such notice to the Allottee/s, this Agreement and any writings as may have been executed in pursuance hereof, shall ipso facto automatically and forthwith stand cancelled and terminated, without any further act, deed, matter or thing having to be done, executed, or performed, by the Parties. Within the time specified hereinafter after such termination, the Promoter-1, shall refund the Purchase Price installments received and realized by the them, together with Interest (defined hereinafter) thereon from the date when such payments were received and realized by the Promoter-1 up to the date of termination of this Agreement or the date of refund as referred to in the Deed of Cancellation mentioned herein below, together with an agreed one-time fixed pre-estimated liquidated damages amount of Rupees One Hundred Only per square meter of the Plot (which Parties consider to be reasonable, and not as a penalty), after deducting (i) Taxes (as defined under this Agreement) paid / payable; and together with, (ii) all charges / fees (by whatsoever name called), if any paid / required to be paid by the Promoter-1 to banks or financial institutions or any other financiers, including any charges that may be paid / required to be paid by the Promoter-1 under subvention scheme and/or any other scheme. The aforesaid refundable amount with Interest (defined hereinafter) thereon, and pre-estimated liquidated damages, shall become due and payable at the end of ninety (90) days from the date of appropriate execution and registration of Deed of Cancellation (in terms of a draft prepared by the Promoter-1/Promoter-2) recording the termination and cancellation of this Agreement and any related and incidental documents and writings, if called upon by the Promoter-1 and/or the Promoter-2 to do so and shall be refunded / paid by the Promoter-1 to the Allottee/s (or at the sole option of the Promoter-1 to the bank / financial institution / financier from whom the Allottee/s has/have availed of a housing loan) from the date of execution and registration of a Deed of Cancellation (in terms of a draft prepared by the Promoter-1). It is agreed and clarified that other than the aforesaid refund amount with Interest thereon and pre-estimated liquidated damages as mentioned in this Article, to be paid, the Promoter-1 and/or the Promoter-2 shall not be liable to make payment of any further or other amount, damages, compensation amounts, or liabilities to the Allottee/s. It is further agreed and clarified that in the event the Promoter-1 and/or the Promoter-2 does not call upon the Allottee/s to execute and register the aforesaid Deed of Cancellation, then the aforesaid refundable amount with Interest thereon, and pre-estimated liquidated damages, as mentioned in this Article, shall become due and payable at the end of ninety (90) days from the date of appropriate execution/registration of any related documents and writings, if called upon by the Promoter-1 to do so for recording the termination of this Agreement and shall be refunded / paid by the Promoter-1 within thirty (30) Days therefrom. The amount deducted as aforesaid towards the stamp duty and registration charges paid by the Promoter-1 on this Agreement shall be refunded to the Allottee/s by the Promoter-1 only on receipt of such refund from the concerned authority by the Promoter-1 and the Allottee/s agree to the same.

- 11.3. The Allottee/s agree and confirm herein that if the Allottee/s desires to terminate this Agreement for no default on part of the Promoter-1 and/or the Promoter-2, then the Promoter-1 shall be entitled to deduct from the Purchase Price received and realized by the Promoter-1 till then; (i) Taxes (as defined under this Agreement) paid / payable; and together with (ii) Interest (defined hereinafter) on delayed payments, if any; (iii) the stamp duty and registration charge, if paid on this Agreement by the Promoter-1 and (iv) the Other Reimbursements / Amounts Payable including Liquidated Damages (as stated hereinafter in Article 11.4 hereinafter) and refund the balance if any after such deductions and the Promoter-1 shall not be liable/obligated to pay any liquidated damages and/or any damages whatsoever to the Allottee/s, on such termination. Upon such termination, the Allottee/s shall be bound and liable to execute and register a Deed of Cancellation (in terms of a draft prepared by the Promoter-1) recording such termination and cancellation of this Agreement, however the date of the Allottee/s aforesaid notice of termination shall be deemed to be the date on which this Agreement has stood terminated and cancelled. The aforesaid amounts of refund as stated herein this Article by the Promoter-1 to the Allottee/s shall become due and payable at the end of ninety (90) days from the execution and registration, whichever is later, of the Deed of Cancellation by the Allottee/s.
- 11.4. If the Allottee/s commits an Event of Default (defined hereinafter), the Promoter-1 and/or the Promoter-2 shall be fully and freely entitled, in their discretion, and without prejudice to all its rights and remedies herein, and under Applicable Law (defined hereinafter), to deliver to the Allottee/s a notice of fifteen (15) days in writing of its intention to terminate and cancel this Agreement, and if the Allottee/s fails, refuses and/or neglects to remedy or rectify such Event of Default, to the satisfaction of the Promoter-1 and/or the Promoter-2, by the expiry of the aforesaid notice period of fifteen (15) days, then this Agreement and any writings that may

have been executed in pursuance hereof shall ipso facto automatically and forthwith stand cancelled and terminated without any further act, deed, matter or thing being required to be done, executed and performed, by the Parties. On and after such termination, pre-estimated liquidated damages equivalent to ten per-cent of the Purchase Price (which the Parties have considered, and mutually agreed, to be reasonable and not being a penalty) shall be payable by the Allottee/s to the Promoter-1 and/or the Promoter-2, and accordingly shall be deducted and appropriated by the Promoter-1 and/or the Promoter-2 from and out of the Purchase Price paid by the Allottee/s (hereinafter referred to as the “**Liquidated Damages**”) together with the other reimbursements / amounts payable by the Allottee/s to the Promoter-1 and/or the Promoter-2, on the termination of this Agreement, which comprise of (i) Interest (defined hereinafter) on delayed payments, if any; together with (ii) the brokerage/commission paid to estate agent/s in relation to the allotment of the Plot; together with, (iii) Taxes (as defined under this Agreement) paid / payable; and together with, (iv) all charges / fees / Pre EMIs / interest (by whatsoever name called), if any paid / required to be paid by the Promoter-1 and/or the Promoter-2 to banks or financial institutions or any other financiers, including any charges that may be paid / incurred/required to be paid by the Promoter-1 and/or the Promoter-2 under subvention scheme and/or any other scheme, and together with (v) the stamp duty and the registration fees paid by the Promoter-1 and/or the Promoter-2 in respect of this Agreement (hereinafter collectively referred to as the “**Other Reimbursements / Amounts Payable On Termination**”). In view thereof, the Liquidated Damages and the Other Reimbursements /Amounts Payable On Termination shall be deducted and appropriated by the Promoter-1 and/or the Promoter-2 from and out of the Purchase Price paid by the Allottee/s, and received and realized by the Promoter-1 and/or the Promoter-2, and the net balance thereof, if any, shall be paid to the Allottee/s (or at the sole option of the Promoter-1 and/or the Promoter-2 to the bank / financial institution / financier from whom the Allottee/s has/have availed of a loan), by the Promoter-1 and/or the Promoter-2. The aforesaid amounts, if any payable by the Promoter-1 and/or the Promoter-2, shall become due and payable at the end of thirty (30) days from the execution and registration by the Parties hereto of the Deed of Cancellation (in terms of a draft prepared by the Promoter) recording the termination and cancellation of this Agreement and any related and incidental documents and writings, if so required by the Promoter-1 and/or the Promoter-2 in its sole discretion. It is agreed and clarified that if any part of the Liquidated Damages and the Other Reimbursements / Amounts Payable On Termination is not recoverable from the Purchase Price paid by the Allottee/s, the same shall be paid by Allottee/s to the Promoter-1 and/or the Promoter-2 within fifteen (15) Days from the aforesaid cancellation and termination along with Interest thereon till receipt of the aforesaid amount (including the accrued Interest) by the Promoter-1 and/or the Promoter-2. It is further agreed and clarified that other than the aforesaid amount to be refunded, the Promoter-1 and/or the Promoter-2 shall not be liable to bear, refund, pay and discharge to the Allottee/s any amounts, charges, liabilities, compensation or damages whatsoever.

- 11.5. Wherever the term “**Event of Default**” appears in this Agreement, the same includes the occurrence of all or any of the following events:
- a) Without prejudice to the right of Promoter-1 to charge interest, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter-1 under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of instalments, the Promoter-1 shall at his own option, may terminate this Agreement.
 - b) Provided that, Promoter-1 shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of their 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/s fails to rectify the breach or breaches mentioned by the Promoter-1 within the period of notice then at the end of such notice period, Promoter-1 shall be entitled to terminate this agreement
 - c) Provided further that upon termination of this Agreement as aforesaid, the Promoter-1 shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter-1) within a period of thirty days of the termination, the instalments of sale consideration of the Plot which may till then have been paid by the Allottee/s to the Promoter-1.

11.6. It is agreed and confirmed by the Allottee/s that upon the termination and cancellation of this Agreement, under any of the terms, conditions and provisions of the Agreement, including under Article (5) or Article (11), the following shall forthwith apply and bind the Allottee/s, that is:

- a. the Allottee/s shall cease to have any right, title, interest, claim, or demand in or to the Plot, under this Agreement and any related and incidental documents and writings, and the Promoter-1 shall be fully and freely entitled to allot and sell, deal with and/or otherwise alienate the same, as the Promoter-1 deems fit, in its discretion;
- b. any mortgage, charge, lien or security interest created by the Allottee/s over the Plot, and/or the Allottee/s interest under this Agreement, shall automatically stand terminated, cancelled, released and discharged, without any act, deed, matter or thing required to be done, executed or performed.

11.7. It is irrevocably agreed and confirmed by the Allottee/s that in the event the Allottee/s fails, refuses and/or neglects to come forward to sign/execute the Deed of Cancellation as referred to in Articles (11.2) or (11.3) of this Agreement, and admit execution thereof before the concerned Sub-Registrar of Assurances, within a period of fifteen (15) days from the date the Promoter-1 and/or the Promoter-2 have called upon the Allottee/s to do so, then in such an event the Promoter-1 and/or the Promoter-2 shall be entitled to proceed, and shall have the absolute and irrevocable right and authority, to sign and execute the Deed of Cancellation and all related and/or incidental deeds, documents and writings in respect thereof (hereinafter collectively referred to as the “**Cancellation Documents**”) as an authorized constituted attorney/ies of the Allottee/s, for and on behalf of the Allottee/s, and get the same, or such of them as may be required, registered with the concerned Sub-Registrar of Assurances, and to do, execute and perform all acts, deeds, things and matters related and/or incidental thereto, for and on behalf of the Allottee/s, and for the said purposes, the Allottee/s hereby irrevocably nominates, constitutes, appoints, empowers and authorizes the Promoter-1 and/or the Promoter-2, acting through any of its directors or authorized representatives, from time to time, to be the constituted attorney of the Allottee/s, and in the name, and for and on behalf, of the Allottee/s, to do, execute and perform the following acts, deeds, things and matters, that is to say:-

- i. to sign and execute the Cancellation Documents for and in respect of the cancellation and termination of this Agreement and any related and incidental documents and writings;
- ii. to present and lodge the Cancellation Documents, or such of them as may be required, before / with the concerned Sub-Registrar of Assurances, and admit execution thereof, and to do, execute and perform all necessary acts, deeds, things and matters for getting the same effectively registered, and to collect the originals thereof after the same have been duly registered;
- iii. in case the Promoter-1 and/or the Promoter-2 has made payment of the stamp duty in respect of this Agreement, to apply for and obtain from the concerned governmental authority/ies, including those under the Maharashtra Stamp Act, 1958, refund of the stamp duty paid in respect of this Agreement.
- iv. to give and provide proper receipts and discharges for such refund to the concerned governmental authority/ies;
- v. for the purposes aforesaid, to do, execute and perform all necessary acts, deeds, things and matters, including to sign, execute, affirm, submit and file all necessary correspondence, applications, forms, affidavits, declarations, undertakings, indemnities, authorizations, and other documents and writings.

The Allottee/s hereby declares and acknowledges and confirms the power bestowed by the Allottee/s on the Promoter-1 and/or the Promoter-2 and hereby irrevocably agrees and undertakes to ratify and confirm all and whatsoever that shall be done, executed and performed by the Promoter-1 and/or the Promoter-2 in exercise of the aforesaid powers and authorities. The aforesaid rights, entitlements, powers and authorities in favour of the Promoter-1 and/or the Promoter-2 are without prejudice to, and in addition to, all the other rights, remedies and entitlements available to the Promoter-1 and/or the Promoter-2 under this Agreement and/or under Applicable Law.

- 11.8. (a) It is agreed and confirmed by the Allottee/s that if the Promoter-1 and/or the Promoter-2 have/has made payment of the stamp duty in respect of this Agreement, the Promoter-1 and/or the Promoter-2 shall be fully entitled and at liberty to apply for and obtain refund of such stamp duty from the concerned governmental authority/ies, including those under the Maharashtra Stamp Act, 1958 and further that till the receipt of such refund of the stamp duty from the concerned governmental authority/ies, the Promoter-1 and/or the Promoter-2 shall be fully entitled and at liberty to deduct the amount of stamp duty paid on this Agreement by the Promoter-1 and/or the Promoter-2, along with the amounts to be deducted on termination opted by the Allottee/s irrespective of whether due to default or no default on part of the Promoter-1 and/or the Promoter-2, and the Promoter-1 and/or the Promoter-2 shall be liable to refund the same to the Allottee/s only after receipt of the same from the concerned governmental authority/ies.
- (b) The Allottee/s agree/s to sign, execute and affirm all applications, forms, correspondence, affidavits, declarations, indemnities, undertakings, authorizations and other documents and writings, and do and perform all other acts and deeds, as may be required by the Promoter-1 and/or the Promoter-2 and/or the concerned governmental authority/ies, to enable the Promoter-1 and/or the Promoter-2 to apply for and obtain refund of the stamp duty as herein mentioned.
- (c) In the event this Agreement is terminated in the circumstances mentioned in Article (11.3) of this Agreement, and pursuant thereto, the Promoter-1 and/or the Promoter-2 is in receipt of the entire Liquidated Damages and Other Reimbursements/Amounts Payable On Termination, and if the Promoter-1 and/or the Promoter-2 have/has received the refund of the stamp duty amount paid in respect of this Agreement by the Allottee/s, or any part thereof, from the appropriate governmental authority/ies, then the Allottee/s shall be entitled to claim from the Promoter-1 and/or the Promoter-2 such stamp duty paid on this Agreement, or such part thereof as is refunded to the Promoter-1 and/or the Promoter-2, without any interest, and after the deduction therefrom of all costs, charges and expenses incurred by the Promoter-1 and/or the Promoter-2 for obtaining such refund. It is hereby expressly agreed and clarified by and between the Parties that if pursuant to such termination the Promoter-1 and/or the Promoter-2 is not in receipt of the entire Liquidated Damages and the Other Reimbursements / Amounts Payable On Termination, then the Promoter-1 and/or the Promoter-2 shall be absolutely entitled and have the right to appropriate to itself the stamp duty amount so refunded, or such part thereof as may be required, to make good the shortfall in the Liquidated Damages and the Other Reimbursements / Amounts Payable On Termination as may be due to it.
- 11.9. The Parties further confirm that any delay or default in such execution/ registration shall not prejudice the cancellation, the Promoter-1 right to forfeit and refund the balance to the Allottee/s and the Promoter-1 right to sell/transfer the Plot to any third party. For the sake of clarity, the interest and/or taxes paid on the total consideration shall not be refunded upon such cancellation / termination. Further, upon such cancellation, the Allottee/s shall not have any right, title and/or interest in the Plot and/or the Project, and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Promoter-1 and/or the Promoter-2 in any manner whatsoever. The Allottee/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.
- 11.10. The Allottee/s further agrees and undertakes that on occurrence of such event of termination, the Allottee/s agrees and undertakes to return all documents (in original) with regards to this transaction to the Promoter-1 and/or the Promoter-2. On termination, the Allottee/s agree(s) and acknowledge(s) that the Allottee/s shall not have any right, title and/or interest in the Plot and/or the Project, and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Promoter-1 and/or the Promoter-2 in any manner whatsoever. Further, on termination, the Promoter-1 and/or the Promoter-2 shall be entitled to deal with the Plot at their sole discretion.
- 11.11. Notwithstanding, the above, in the event the Allottee/s fails to execute and/or admit registration of the Cancellation Documents in the manner aforesaid, then, upon issuance of the termination notice by the Promoter-1 and/or the Promoter-2, this Agreement shall ipso facto stand terminated/cancelled for all intents and purposes in case the Allottee/s fails to rectify the default within the aforesaid period of 30 (thirty) days, without any further recourse against the Promoter-1 and/or the Promoter-2 in any manner whatsoever.

ARTICLE 12 - INSURANCE

Upon completion of the development of the Project Land and Common Areas & Amenities, the same shall be insured respectively by the Promoter-1 and the Promoter-2 to such extent, as it deems fit, in its discretion, against risks including third-party liability, acts of God, etc., but not in respect of any articles, chattels, goods, or personal effects therein; all of which shall be suitably insured by the allottees and purchasers at his/her/their/its own cost and liability. The cost of the insurances to be obtained by the Promoter-1 and the Promoter-2 shall be recovered from the Allottee/s as a part of the Other Charges & Deposits and the Allottee/s shall bear and pay the same.

ARTICLE 13 - INDEMNITY

- 13.1. The Allottee/s hereby agree/s and undertake/s to indemnify and keep indemnified and saved harmless at all times, the Indemnified Parties (defined hereinafter), and their estates and effects, against all loss or damage, and/or any suits, actions, proceedings or notices that they, or any of them, may sustain and suffer, and all costs, charges and expenses, that they, or any of them, may incur by reason, or as a result of: (a) any failure, breach, default, non-observance, or non-performance, or non-compliance by the Allottee/s of any of the terms, conditions and provisions of this Agreement, and/or (b) any failure, breach, default, non-observance, or non-performance, or non-compliance by the Allottee/s of any of the terms, conditions and provisions of any of the approvals, consents and permissions granted in respect of the Project Land/Project and/or (c) any accident or injury caused to, or suffered by, the Allottee/s, or his/her/their/its family members, guests, servants, agents, representative/s, and any person/s residing in, or occupying, or entering upon, the Project Land, including any persons visiting the Allottee/s or his/her/their/its family, guests or visitors or staff, and all persons claiming through or under them or any of them.
- 13.2. Wherever the term “**Indemnified Parties**” appears in this Agreement, the same shall mean the Promoter-1 and/or the Promoter-2, Promoter-1’s and/or the Promoter-2’s Affiliates (defined hereinafter) and the PMC, and their respective directors, partners, shareholders, constituents, representatives, officers, employees, servants, agents, and all persons claiming under them, and their respective successors and assigns.

ARTICLE 14 - NO LIABILITY

- 14.1. Neither the Promoter-1 and the Promoter-2, nor any of their respective Affiliates nor the PMC’s, nor any of their respective directors, officers, employees, agents, or contractors, shall be liable to the Allottee/s, and/or any persons claiming through or under the Allottee/s, or otherwise, for and/or in respect of:
- a. any harm, injury, loss or damage to any person/s, or property caused by, or through, or in any way associated with, a failure, malfunction, explosion or suspension of electricity, telephone, gas, water, drainage, or sewerage, supply or connections to the Project, the Project Land or any part thereof, and whether or not the same is caused by any events defined in Article 15.11.1 (d) and (e) hereinabove, or otherwise howsoever;
 - b. any harm, injury, loss, damage, or inconvenience suffered by, and/or caused to, any person/s, or property, due to, or related to, or caused by, or in the course of the use, or entry into the Plot, and/or the access to any part of Project Land/Project ; and/or,
 - c. for the security, safekeeping and insurance, of the Project Land/Project, or any part thereof, and of any person/s therein, and/or of the contents and possessions thereof.

ARTICLE 15 - GENERAL PROVISIONS

15.1. Interest & Other Charges

- 15.1.1. Without prejudice to the Promoter-1’s rights and remedies herein, and under Applicable Law, the Allottee/s shall be liable to pay, to the Promoter-1, as the case may be, Interest on all outstanding, overdue, and/or unpaid, Aggregate Payments calculated from the due date for payment thereof till payment in full (with accrued Interest). In addition to the Allottee/s’s liability to pay Interest as aforesaid, the Allottee/s shall also be liable to pay and reimburse to the Promoter-1, all costs, charges, expenses and damages whatsoever, which may be incurred, borne, suffered, or paid, by the Promoter-1, including in relation to any suits, actions, proceedings, or notices filed, instituted or issued by or against it, for the purpose of enforcing

any of its claims, rights and/or benefits under this Agreement and/or for enforcing obligations, payments of and recovering from the Allottee/s such outstanding amounts, charges and liabilities, including Interest as aforesaid under this Agreement.

- 15.1.2 Wherever the term “**Interest**” appears in this Agreement, the same shall mean interest payable by Allottee/s to the Promoter-1 or by the Promoter-1 to the Allottee/s, as the case may be, at the rate of two percent above the highest State Bank of India Marginal Cost of Lending Rate as prevalent at the time of payout; provided in case the State Bank of India Marginal Cost of Lending Rate is not in use then interest shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

15.2. Allottee/s Obligation of Confidentiality

- 15.2.1 The Allottee/s shall during the subsistence of this Agreement and at all times thereafter, keep strictly confidential all information, documents etc. exchanged to date and which may be exchanged including the content of this Agreement and any document executed in pursuance thereof (“**Confidential Information**”), and shall not, without the prior written permission of the Promoter-1 and the Promoter-2, which may be granted, or refused, in the Promoter-1 and the Promoter-2’s discretion, disclose, or divulge, directly, or indirectly to any third party, except to the Allottee/s advisors and officers (subject always to similar duties of confidentiality), any Confidential Information, except where any Confidential Information:

- i. is required by Applicable Law to be disclosed;
- ii. is required to be disclosed by any governmental authority with relevant powers to which the Allottee/s is subject or submits;
- iii. is or shall (otherwise than by breach or default of this Agreement) be in the public domain;
- iv. is required in connection with any financing which the Allottee/s may require or has already obtained in terms and in accordance with this Agreement.

- 15.2.2 Without prejudice to the generality of the foregoing provisions, the Allottee/s agree/s and undertake/s that no press releases, statements, interviews, publicity, advertisement, notices, disclosures, and/or any other publicity, whether in print or digital media (including social media), of, or concerning, or related to, the agreement for allotment and sale herein, and/or any Confidential Information, shall be directly or indirectly issued, given, made, motivated, distributed, generated, or disseminated, in any manner, and by the Allottee/s, without the prior written permission of the Promoter-1 and the Promoter-2, which permission may be refused by the Promoter-1 and the Promoter-2, in its sole and absolute discretion.

15.3. Intellectual Property

- 15.3.1. The Allottee/s acknowledge/s that all Intellectual Property is and shall always be exclusively owned and held by the Promoter-1 and the Promoter-2 as the case may be and that the Allottee/s shall never have any right, title, interest or licence in respect thereof;
- 15.3.2. The Allottee/s shall not reproduce/replicate/publish or use in any manner howsoever, whether for commercial purposes, personal reasons, or otherwise, any Intellectual Property, and/or any Plans, Approvals, Informative Materials and/or any such materials which may be created or intended/proposed to be created or marketed by the Promoter-1 and the Promoter-2, and disclosed to the Allottee/s, prior to, or during the subsistence of, the Agreement;
- 15.3.3. The Allottee/s shall immediately bring to the notice of the Promoter-1 and the Promoter-2 any improper or wrongful use or any unauthorised replication/reproduction of Intellectual Property, by any persons or parties, which has come to its/their knowledge.
- 15.3.4. Wherever the term “**Intellectual Property**” means the word mark “**Kalpataru**”, “**Kalpataru Ardene**”, and any combination of words in which such name and word mark is used and any word, name, device, symbol, logos, corporate names, insignia, emblems, work marks, slogan, design, brand, service mark, service names, trade name, trade dress, patents, circuit layouts, business and domain names, copyrights, other distinctive feature or any combination of the aforesaid, whether registered or unregistered, and used in connection with the businesses and

activities of Promoter-1 and the Promoter-2, as the case may be and/or in respect of the Plot, the Project, Project Land, Larger Land, and/or the development to be undertaken thereon from time to time (with all amendments, upgrades, additions or improvements thereto), and plot configuration, industrial design, or trade secret law or any other laws with respect to designs, formulas, algorithms, procedures, methods, techniques, ideas, know-how, programs, subroutines, tools, inventions, creations, improvements, works of authorship, other similar materials and all recordings, graphs, designs, drawings, reports, analyses, other writings and any other embodiment of the foregoing, in any form whether or not specifically listed herein, which may subsist in any part of the world, for the full term of such rights, including any extension to the terms of such rights.

15.4. Notices

- 15.4.1. All notices, intimations, demands, correspondence and other communications to be served on the Allottee/s or to the Promoter-1 and the Promoter-2, as the case may be, under, and/or in pursuance of this Agreement, shall be deemed to have been duly, effectively and sufficiently delivered, if dispatched to the Allottee/s or to the Promoter-1 and the Promoter-2 by Registered Post A.D., or by hand delivery, to the postal address, and/or by e-mail, at the e-mail address of the Allottee/s and the Promoter-1 and the Promoter-2, as recorded in the Statement annexed hereto and marked **Annexure 'F'**.
- 15.4.2. It shall be the duty of the Allottee/s, and the Promoter-1 and the Promoter-2, respectively, to inform the Parties hereto 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-1 and the Promoter-2 or the Allottee/s as the case may be.
- 15.4.3. That in case there are Joint Allottee/s all communications shall be sent by the Promoter-1 and/or Promoter-2 to the Allottee/s 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 Allottee/s.

15.5. Amendment

- 15.5.1. Neither this Agreement, nor any term or provision hereof, shall be changed, waived, discharged, or amended, orally, except that any term of this Agreement may be amended and the observance of any such term may be waived (either generally or in a particular instance and either retroactively or prospectively) by the parties; provided however that no such waiver shall extend to or affect any obligation of a Party not expressly waived by the other Party, or impair any right consequent therein.
- 15.5.2. Neither the failure to exercise, nor any delay in exercising, any right, power, privilege or remedy, by a Party, under this Agreement, shall in any way impair or affect the exercise thereof by such Party, or operate as a waiver thereof by the Promoter-1 and/or the Promoter-2 as the case may be in whole or in part.

15.6. The Promoter-1's and the Promoter-2's Rights Cumulative

The rights, powers, privileges and remedies of the Promoter-1 and the Promoter-2 under this Agreement, are and shall be cumulative, and are not exclusive of any rights, powers, privileges or remedies of the Promoter-1 and the Promoter-2, as may be available under Applicable Law, or otherwise.

15.7. Severability

Any provision of this Agreement, which is invalid or unenforceable under RERA, or under other Applicable Law, such provisions of this Agreement, shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA or Applicable Law (defined hereinafter), 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.

15.8. Entire Agreement

Unless otherwise specifically stated to the contrary herein, this Agreement constitutes and contains the entire, composite and complete agreement between the Parties with respect to the

agreement herein for allotment and sale of the Plot, and save and except the cost sheet signed by the Allottee/s and the consent letter as may be executed, this Agreement supersedes all prior letters of intent, letters of allotment, term sheets, writings, correspondence, e-mails, communications, negotiations, Informative Materials etc. (whether oral or written), issued, and/or executed and/or exchanged between the Parties, and/or their respective agents, representatives and officers; none of which shall be referred to and/or relied upon by the Allottee/s.

15.9. Registration

- 15.9.1. The Promoter-1 and the Promoter-2 and the Allottee/s shall, as required under RERA, immediately after the execution of this Agreement but in any event, not later than four (4) months from the date hereof, at the Allottee/s' own costs, expenses and initiation, present and lodge this Agreement for registration with the concerned Office of the Sub-Registrar/Joint Sub-Registrar of Assurances, and admit execution hereof. If the Allottee/s fail/s or neglect/s to present and lodge this Agreement for registration and/or admit execution thereof, for any reason whatsoever, the Promoter-1 and the Promoter-2 will not be liable or responsible for the non-registration of this Agreement and for the consequences arising therefrom, nor shall the Promoter-1 and the Promoter-2 be liable to pay any penalty for their late attendance to complete the registration formalities.
- 15.9.2. The Allottee/s has been informed, and is aware, that that this Agreement is to be executed and registered with the concerned Sub Registrar of Assurances, upon making payment of 10% of the Purchase Price and failure of the same may result in action by the MahaRERA Authorities. In view thereof, the Allottee/s agrees and accepts that he/she/it/they shall be solely liable and responsible for all the cost, charges and consequences that the Promoter-1 and the Promoter-2 as the case may be incur on account of the failure of the Allottee/s to execute and register with the concerned Sub Registrar of Assurances, this Agreement.

15.10. Informative Material;

- 15.10.1. The Allottee/s is/are fully and completely informed and is/are aware that all advertisements, publicity, or promotions, of whatsoever nature in respect of the Project, in any media, including print, and/or electronic, and/or digital media, and includes writings, brochures, leaflets, pamphlets, plans/plan booklet, handouts, presentations, advertisements, oral or written representations, made and/or published, and/or generated by, or on behalf of, the Promoter-1/Promoter-2, and any other such information or materials as may be made, or published by, or on behalf of the Promoter-1/Promoter-2; and includes publicity reports and includes the show/sample plots with fixtures, fittings, finishes and amenities etc. provided therein, and/or all matters related or incidental thereto (hereinafter collectively referred to as the “**Informative Materials**”), have been, and always will be, merely for the sake of convenience, and subject to change at the discretion of the Promoter-1/Promoter-2 from time to time, whereby the terms, conditions, and provisions of this Agreement shall solely and exclusively apply and control.
- 15.10.2. The show/sample plots including all finishes, furniture, items, electronic goods, amenities etc. therein, if any, are only for representational purposes for depicting lifestyle and illustrating a possible option of the design and layout of the plots and premises. All internal dimensions in the plots/premises as depicted in the Informative Materials are computed on the basis of unfinished wall/column surfaces. The Promoter-1 and the Promoter-2 is not liable or obligated to provide the Plot as per show/sample plot/unit with finishes, furniture, items, electronic goods, amenities etc. therein.

15.11. Definitions & Interpretation

- 15.11.1. Wherever the following terms are used in this Agreement, the same shall have the meanings respectively assigned to them below:
- (a) “*Agreement*” means this Agreement and includes all recitals and schedules herein and all annexures hereto, and also includes any modification hereof reduced to writing and executed by the duly authorized representative/s of the Promoter-1/Promoter-2 and by the Allottee/s; which writing shall be expressed to be supplemental to, or as a modification or amendment of, this Agreement.

- (b) “*Applicable Law*” includes all laws, rules, regulations, development control rules and regulations including the orders, judgments, decrees, ordinances, guidelines, notices, notifications, schemes, government Resolutions (GRs) and directions, the Approvals, and the terms and conditions thereof, as may be issued, or imposed, or required, or mandated, in any manner by any concerned authority, or courts of law, or judicial or quasi-judicial bodies or authorities, and as are, or may be, in force from time to time, and/or applicable to the Project, and /or Project Land, or any part/s thereof; all being of the Republic of India.
- (c) “*Day*” means a working day, in the State of Maharashtra, as notified by the State Government of Maharashtra from time to time.
- (d) “*Force Majeure*” includes any war, civil commotion or act of God, and flood, drought, fire, cyclone, earthquake or any other calamity caused by nature including as mentioned in RERA and any Applicable Law, which affects the regular development of the Project, Project Land, Larger Land and/or the development thereof.
- (e) “*Extra-Ordinary Events*” shall mean any event beyond the control of the Promoter-1 and includes (1) events as mentioned in Article 15.11.1 (d) hereinabove, (2) event or condition of police actions, or hostilities (whether declared or not), invasions, acts of foreign enemies, rebellions, terrorism, revolutions, insurrections, military or usurped powers, disturbances, riots, commotions disorders, strikes, lockouts, munitions of war, explosive materials, ionization, radiation or contamination by radioactivity, epidemics / pandemics and natural calamities/catastrophes such as, but not limited to, earthquakes, hurricanes, typhoons, volcanic activities or adverse climatic conditions and other government/State orders, lock-downs, actions, stop-works, (3) breach, delay or default of the Allottee/s in complying with his/her/their/its obligations, duties and liabilities under this Agreement and/or the Applicable Law, (4) hindrance, interference, or obstruction, suffered by the Promoter-1 /Promoter-2 as the case may be, in relation to the Project Land, Larger Land any part thereof, and/or the development of Project, (5) claim, dispute, litigation, notice, order, prohibitory order, judgement, decree, rule, regulation, circular, notification or directive (including imposing of lockdown or curfew or any other measures due to any reason whatsoever including epidemics, pandemics, monkey pox etc.), and/or policies of, any governmental authority/ies and/or other person/s and/or terms and conditions of any Approvals, which affects the Project Land and Larger Land, and/or the development thereof, and/or the Promoter-1/Promoter-2 as the case may be, (6) delay or refusal in issue of any Approvals, including occupation certificate/s, as may be required in respect of the Project and/or any part thereof to be issued by governmental authority/ies, (7) supply chain disruptions, (8) shortages in supply or availability of construction materials or labour / workmen, (8) circumstances or conditions beyond the control of the Promoter-1/Promoter-2 and (9) any other circumstances that may be deemed reasonable by the governmental authority/ies.
- (f) “*Promoter-1 Affiliates/Promoter-2 Affiliates*” means any company/ies, entity/ies, concern/s or person/s who/which is/are nominee/s of, and/or group, holding, or affiliate, or subsidiary company/ies, entity/ies, or concern/s, of the Promoter-1, Promoter-2, and/or associated, or affiliated, with the Promoter-1/ Promoter-2 by contract, or otherwise.

15.11.2. In this Agreement:

- (a). unless the subject or context otherwise requires, reference to the word “*include*”, “*includes*” or “*including*” shall be construed as without limitation;
- (b). reference to the terms “*herein*”, “*hereto*”, “*hereof*”, or “*thereof*”, and any other similar terms refer to this Agreement and not to the particular provision in which the term is used, unless the subject or context otherwise requires;
- (c). bold typeface, headings and titles are used for convenience of reference only and shall not affect the construction of this Agreement, and/or limit, extend, or define any of the terms, conditions and provisions hereof;
- (d). wherever the Allottee/s has/have confirmed, and/or accepted, and/or acknowledged, and/or agreed to, and/or given any undertaking in respect of, any act, deed, matter, thing, item, action, or term or provision of this Agreement, the

same means, and shall be deemed to mean, the irrevocable and unconditional confirmation, acceptance, acknowledgement, agreement, undertaking, declaration, representation and warranty on the part of the Allottee/s, in respect of, and/or in relation, to such act, deed, matter, thing, item, action, or provision;

- (e). wherever reference is made to the “*discretion of the Promoter-1/Promoter-2*”, or “*Promoter-1’s/Promoter-2’s discretion*”, and any grammatical variations thereof, the same means, and shall be deemed to mean, the sole, absolute and unfettered discretion of the Promoter-1/Promoter, as the case may be, which irrevocably binds the Allottee/s and all other concerned persons, and which shall not be called into question, and/or challenged, and/or disputed in any manner, on any grounds whatsoever, by the Allottee/s and all concerned persons;
- (f). wherever reference is made to the “*entitlement*” of the Promoter-1/Promoter-2, and/or the Promoter-1 /Promoter-2 being “*entitled*”, and any grammatical variations thereof, the same means, and shall be deemed to mean, the full complete, absolute, exclusive and unfettered entitlement and liberty of the Promoter-1/Promoter-2 in its sole discretion, over, and/or in relation, to the act, deed, matter, or thing in question;
- (g). time is of the essence in respect of the performance by the Allottee/s of all his/her/their/its obligations, including financial obligations. If any time period specified herein is extended in writing by the Promoter-1/Promoter-2 in its discretion, such extended time period shall also be of the essence;
- (h). references to recitals, articles, clauses, schedules and annexures shall be reference to the recitals, articles, clauses, schedules and annexures contained in, or annexed to, this Agreement, as the case may be;
- (i). references to laws, rules or regulations, or to any provision/s thereof, shall include references to any such law, rules and regulations as they may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation, including rules or regulations, made from time to time under that provision;

15.12. Costs

- 15.12.1. All costs, charges and expenses, including stamp duty and registration charges payable upon and in respect of this Agreement and all related and incidental documents and writings, shall be borne and paid solely by the Allottee/s;
- 15.12.2. All costs, charges and expenses, stamp duty, registration charges, Taxes etc arising, and/or payable, in respect of all deeds, documents, instruments and writings incidental or related to this Agreement, and/or to be executed in pursuance hereof, including for transfer/assignment, right to use the Common Areas and Amenities of the Project and the Project Land including all costs, charges and expenses for preparing and engrossing the same, professional fees or charges payable to the Promoter- 1 and the Promoter-2’s Advocates & Solicitors and towards stamp duty and registration fees be proportionately borne and paid by the Allottee/s and all the other allottee/s on the Project Land. The Promoter-1 and the Promoter-2 shall not be liable to bear and pay any such liabilities, or contribute towards the same.

15.13. Successors and Assigns

- 15.13.1. No rights, liabilities or obligations under this Agreement shall be assigned by the Allottee/without the prior written consent of the Promoter-1 and the Promoter-2;
- 15.13.2. The Promoter-1 and the Promoter-2 as the case may be shall always be entitled, in its discretion, to assign this Agreement, and/or all, or any of, its rights and obligations under this Agreement, to each other and/or any of their respective Affiliates including any entity in pursuance of an amalgamation, merger, demerger, or other corporate restructuring of the Promoter-1 and the Promoter-2 as the case may be.

15.14. Laws

- 15.14.1. This Agreement and the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the Applicable Law.

15.15. Dispute Resolution

Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the RERA.

15.16. Jurisdiction

This Agreement shall be governed in all respects by Applicable Law and subject to the provisions of Article (15.15) (Dispute Resolution), courts at Mumbai shall have exclusive jurisdiction.

15.17. Survival

This Article (15.17) (Survival), Article (11) (Termination), Article (15.2) (Allottee/s Obligation of Confidentiality), Article (15.4) (Notices), Article (15.16) (Dispute Resolution), Article (15.16) (Jurisdiction), and all other rights and obligations of the Parties that are held after, and/or are required to be observed and performed upon and after the termination of this Agreement, shall survive the termination of this Agreement, and the Parties shall continue to respectively hold such rights, and be bound, liable and obliged to comply with their obligations in respect thereof.

- 15.18. The Parties respectively state/s that they are respectively assessed to Income Tax and their respective Permanent Account Numbers are as mentioned in the Statement annexed hereto and marked **Annexure 'F'**.

THE FIRST SCHEDULE ABOVE REFERRED TO **DESCRIPTION OF THE LARGER LAND**

All those pieces and parcels of freehold non-agricultural parcels of lands admeasuring approximately 21.893 acres equivalent to 88,600 square meters or thereabouts bearing Gat Nos. 3/1A, 3/1B, 8, 9, 11, 12 and 28/2 and freehold non-agricultural parcels of lands admeasuring approximately 15.122 acres equivalent to 61,200 square meters or thereabouts bearing Gat Nos. 7, 10, 29 and 30 situate and lying at Village Khadaka, Taluka Hingna, District Nagpur, both collectively aggregating to 37.01 acres equivalent to 1,49,800 square meters or thereabouts bounded as follows:

North: GUT NO. 1, GUT NO. 2, GUT NO. 31, Existing Highway

South: GUT NO.6, GUT NO. 13, GUT NO 14, GUT NO.25, GUT NO.28/1, Nala, Existing Road

East: GUT NO. 2, GUT NO. 4, GUT NO.5, GUT NO. 6, GUT NO.13

West: GUT NO.25, GUT NO.28/1, Pandhan Road

THE SECOND SCHEDULE ABOVE REFERRED TO **DESCRIPTION OF THE PROJECT LAND**

All those pieces and parcels of freehold non-agricultural parcels of land admeasuring approximately 18.405 acres or thereabouts equivalent to 74,485.175 square meters or thereabouts out of the Larger Land bounded as follows:

North: GUT NO. 1, GUT NO. 2, GUT NO. 31, Existing Highway

South: GUT NO.6, GUT NO. 13, GUT NO 14, GUT NO.25, GUT NO.28/1, Nala, Existing Road

East: GUT NO. 2, GUT NO. 4, GUT NO.5, GUT NO. 6, GUT NO.13

West: GUT NO.25, GUT NO.28/1, Pandhan Road

THE THIRD SCHEDULE ABOVE REFERRED TO
DESCRIPTION OF PLOT

All that piece and parcel of non-agricultural land bearing new Survey No. **3/1/A/3/1/B/7/8/9/10/11/12/28/2/29/30/F78** admeasuring **122.62** square meters and corresponding Plot No. **F78** designated as per the Sanctioned Layout Plan dated 28th February 2025 sanctioned by NMRDA and forming a part of the Project Land with the right to utilize and consume thereon, the FSI of **231.997** square meters as per the Sanctioned Layout Plan dated 28th February 2025, and bounded as under:

On or towards the North: By PLOT NO. F/77 AT VILLAGE -KHADKA

On or towards the South: By PLOT NO. F/79 AT VILLAGE -KHADKA

On or towards the East : By 9.0 MTR WIDE INTE. RD. AT VILLAGE -KHADKA

On or towards the West : By PLOT NO. F/71 AT VILLAGE -KHADKA

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

SIGNED AND DELIVERED by the within named) **For ARYA ESTATE**
Promoter-1, ARYA ESTATE, through the hands)
of their Constituted Attorney Mr.)
_____)
in the presence of)

Mr. _____
Photograph/Left Thumb Impression

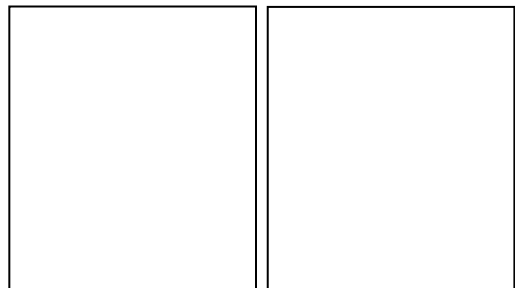
SIGNED AND DELIVERED by the within named) **For Azure Tree Enviro Farms Private**
Promoter-2, Azure Tree Enviro Farms Private) **Limited**
Limited)
in the presence of)

**Director/Authorised
Signatory/Constituted Attorney**

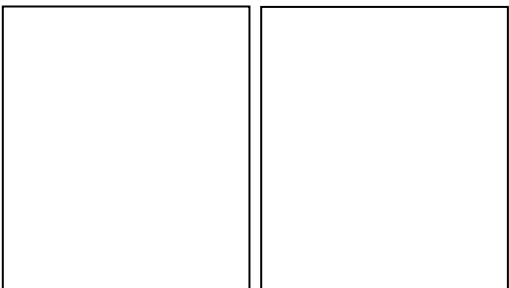
Mr. _____
Photograph/Left Thumb Impression

SIGNED AND DELIVERED by the within named)
Allottee/s,)
)
1. Mr. Praveen Kumar Bhatia)
2. Mrs. Shashi Bhatia)
)

in the presence of



Mr. Praveen Kumar Bhatia
Photograph/Left Thumb Impression



Mrs. Shashi Bhatia
Photograph/Left Thumb Impression

DRAFT

ANNEXURE 'A'
(Deeds and Documents)

DEEDS AND DOCUMENTS IN RESPECT OF PROMOTER'S LAND

- a. Sale Deed dated 2nd June 2007 registered before the Sub-Registrar of Assurances at Hingna-Nagpur under Sr. No. HGN/3289/2007, executed between (i) Shri. Samrat Parekh and (ii) Shri. Vishal Parekh and thePromoter-1in respect of land bearing Gat No. 3/1A;
- b. Sale Deed dated 2nd June 2007 registered before the Sub-Registrar of Assurances at Hingna-Nagpur under Sr. No. HGN/3327/2007, executed between Smt. Nidhi Dharmendra Jain through her constituted attorney Mohammad Wasim Jabbar Patel and thePromoter-1in respect of land bearing Gat No. 3/1B;
- c. Sale Deed dated 2nd June 2007 registered before the Sub-Registrar of Assurances at Hingna-Nagpur under Sr. No. HGN/3328/2007, executed between Shri Ismail Ramjan Pathan and thePromoter-1in respect of land bearing Gat No. 12;
- d. Sale Deed dated 21st August 2007 registered before the Sub-Registrar of Assurances at Hingna-Nagpur under Sr. No. HGN/4888/2007, executed between (i) Shri Rajkumar Kesharichand Tated and (ii) Mrs. Sangeeta Rajkumar Tated and thePromoter-1in respect of land bearing Gat No. 9;
- e. Sale Deed dated 21st August 2007 registered before the Sub-Registrar of Assurances at Hingna-Nagpur under Sr. No. HGN/4890/2007, executed between (i) Shri Rajkumar Kesharichand Tated and (ii) Mrs. Sangeeta Rajkumar Tated and thePromoter-1in respect of land bearing Gat No. 11;
- f. Sale Deed dated 21st August 2007 registered before the Sub-Registrar of Assurances at Hingna-Nagpur under Sr. No. HGN/4877/2007, executed between (i) Shri Ashok Nandlal Parekh and (ii) Shri. Vishal Narendra Parekh and thePromoter-1in respect of land bearing Gat No. 8;
- g. Sale Deed dated 21st August 2007 registered before the Sub-Registrar of Assurances at Hingna-Nagpur under Sr. No. HGN/4873/2007, executed between (i) Shri Ashok Nandlal Parekh, (ii) Dharmistha Narendra Parekh, (iii) Vaishali Paresh Parekh and (iv) Vishal Narendra Parekh and thePromoter-1in respect of land bearing Gat No. 28/2;

DEEDS AND DOCUMENTS IN RESPECT OF PROMOTER-2'S LAND

- a. Sale Deed dated 11th April, 2007 registered before the Sub-Registrar of Assurances at Hingna-Nagpur under Sr. No. HGN/2063/2007, executed by Shri Ismail Ramjan Pathan through its constituted attorney Mohammad Wasim Jabbar Patel in favour of the sole proprietor of the Promoter-2 in respect of land bearing Gat No. 7;
- b. Sale Deed dated 11th April 2007 registered before the Sub-Registrar of Assurances at Hingna-Nagpur under Sr. No. HGN/2064/2007, executed by Shri Ramu Bhaiyalal Sharma through his constituted attorney Mohammad Vasim Jabbar Patel in favour of the sole proprietor of the Promoter-2 in respect of land bearing Gat No. 29;
- c. Sale Deed dated 11th April 2007 registered before the Sub-Registrar of Assurances at Hingna-Nagpur under Sr. No. HGN/2065/2007, executed between Shri Sitaram Bijal Sharma through his constituted attorney Mohammad Wasim Jabbar Patel in favour of the sole proprietor of the Promoter-2 in respect of land bearing Gat No. 30;
- d. Sale Deed dated 15th May 2007 registered before the Sub-Registrar of Assurances at Hingna-Nagpur under Sr. No. HGN/2825/2007, executed between (i) Shri Manish Brigopal Bang, (ii) Rahul Brijgopal Bang, (iii) Rohit Brijgopal Bang and (iv) Durgabai Brijgopal Bang through their constituted attorney Wasim Jabbar Patel in favour of the sole proprietor of the Promoter-2 in respect of land bearing Gat No. 30;
- e. Sale Deed dated 13th April 2007 registered before the Sub-Registrar of Assurances at Hingna-Nagpur under Sr. No. HGN/2140/2007, executed between Mr. Mohammad Chand Shaikh through their constituted attorney Mohammad Wasim Jabbar Patel in favour of the sole proprietor of the Promoter-2 in respect of land bearing Gat No. 10;

ANNEXURE ‘B’
(Layout Plan)



ANNEXURE 'C'
(Title Certificate)

AJIT VIJAYRAO MUDE.
B.Sc., D.B.M., M.L.S., L.L.B.
ADVOCATE.

RES./OFF. :- 72, "SHRINIWAS"
BEHIND GANESH VYAYAM SHALA,
GANESHPETH, NAGPUR - 440018.
AND / OR
BEHIND JAGADISH SAOJI BHOJANALAYA,
GANDHI SAGAR, GANESHPETH,
NAGPUR - 440018

DISTRICT COURT ROOM NO. 214. MB. 09765250690.

**Panel : SSB, NNSB, Samruddhi Co-Op. Bank Ltd., NMKSB (NMC),
VNPSM Nagpur, Janakiyan Sahakari Bank Ltd., Mumbai.**

TITLE CERTIFICATE

Date : 01 /03 /2024

To,

Azure Tree Enviro Farms Pvt. Ltd.
101, Kalpataru Synergy,
Opp. Grand Hyatt, Santacruz (East),
Mumbai - 400 055.

Re: Property being all that piece and parcel of Non-Agricultural Lands bearing GatNos. 3/1A, 3/1B, 8, 9, 11, 12 and 28/2 more particularly mentioned in Table below collectively admeasuring about 8.86 Hectares equivalent to 88,600 Square Meters approximately, all situated and lying at Village Khadka, Taluka Hingna, District Nagpur within the Sub-Registration district of Hingna, Tahsil. Hingna and District Nagpur, hereinafter collectively referred to as the "said Lands";

Table ("said Lands")

Azure Tree Enviro Farms Pvt. Ltd.			
Sr. No.	Name of Village	Gat No. /Hissa No.	Area in
			H-R-P
1	Khadka	9	00-42-00
2	Khadka	11	00-80-00
3	Khadka	28/2	00-81-00
4	Khadka	3/1A	02-52-00
5	Khadka	3/1B	01-60-00
6	Khadka	12	00-99-00
7	Khadka	8	01-72-00
Total			08-86-00



I. INSTRUCTIONS

At the request and under the instructions of **Azure Tree Enviro Farms Pvt. Ltd.** (hereinafter referred to as the "**Company**"), a company incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013 and having its registered office at 101, Kalpataru Synergy, Opp Grand Hyatt, Santacruz (East), Mumbai 400 055, I have examined and investigated its title to the said Lands and issuing this report/certificate.

II. STEPS IN INVESTIGATING TITLE

A. To verify the title to the property, I have taken the following steps:

- (i) Reviewed and inspected photocopies of the deeds and documents in respect of the said Lands which are more particularly listed in **ANNEXURE - I** hereto.
- (ii) Reviewed and inspected all relevant extracts of the Village Form No. 7/12, Mutation Entries and Form 8-A of the said Lands.
- (iii) Reviewed the Non-Agricultural Order and Sanad dated 07/09/2010 of the said Lands.
- (iv) Reviewed and carried out searches in respect of the said Lands, in Land and Revenue Records for the previous 30 (thirty) years until 2024 to ascertain the precedent movements (sale / purchase / mortgage or any other encumbrance etc.) in respect of the said Lands. The scrutiny covers both, searches at all the concerned offices of the Sub-Registrar of Assurances of their records and the Land and Revenue Records.
- (v) Reviewed and inspected the ROC Search carried out in the name of the Company on the official website of the Ministry of Corporate Affairs. Report of the same, dated 20/12/2023 is annexed hereto and marked as **ANNEXURE - II**.

B. Upon review of the Search Reports and documents and the steps detailed above, in my view, the devolution of title to the said lands is as follows.

III. SCOPE OF WORK:

The scope of our opinion is limited to the title of the said lands based on documents perused and searches conducted with the concerned



Sub-Registrar of Assurances for the past 30 years concerning above said Property.

IV. NATURE OF PROPERTY:

Freehold Non-Agricultural Lands.

V. DEVOLUTION OF TITLE:

On perusal of the documents furnished to me and the search conducted with the concerned SRO for the past 30 years in respect to the said lands, I observe as under:

1. Tracing of the title of Survey / Gat No.3/1-A to be hereinafter referred to as the said "Property No. 1":-

All the piece and parcel of the Non-Agricultural land bearing Gut No. 3/1A, P. H. No. 45, admeasuring area of 2.52 Hectare i.e. 6.23 acres Situated at Mouza Khadka, within the limits of the Grampanchayat Sukali (GUPCHUP) in Tahasil Hingna, District Nagpur.

1) Originally said NALand was the ancestral agricultural land and was part and parcel of the land bearing old Khasara No. 39 and 40/2 belonged to Sharma Family and as per the Family Partition took place on 13/07/1976 between the members of Sharma family, following land fallen to the share of each member of the said Sharma Family as per Mutation Entry No. 13 dated 24/04/1980 and as per the mutation entry the agricultural land is divided as under amongst the family members such as:

A] Shri. Bhavyalal Damodhar Sharma: (as per Khata No. 36, 37, 38)

- (1) Old Khasra No. 27/2 admeasuring 1.91 Hectar.
- (2) Old Khasra No. 39/2 admeasuring 1.46 Hectar.
- (3) Old Khasra No. 40/2 admeasuring 1.04 Hectar.
- (4) Old Khasra No. 86/2 & 87/1 admeasuring 1.64 Hectar.
- (5) Old Khasra No. 99/2 & 90/2 admeasuring 1.77 Hectar.
- (6) Old Khasra No. 86/2 (G) admeasuring 2.59 Hectar.
- (7) Old Khasra No. 40/2 & 42/2 (Kh) admeasuring 1.72 Hectar.
- (8) Old Khasra No. 35/1 (Kh) & 37/1 (kh) admeasuring 1.81 Hectar.

Total 13.94 Hectare



B] Shri. Tulsiram @ Bijal S/o. Gaddu Sharma: (as per Khata No. 36, 37, 38)

- 1) Old Khasra No. 27 / 1 admeasuring 1.91 Hector.
- 2) Old Khasra No. 39 / 1 admeasuring 1.48 Hector.
- 3) Old Khasra No. 86/ 3 & 87/2 admeasuring 1.64 Hector.
- 4) Old Khasra No. 99/1 admeasuring 0.15 Hector.
- 5) Old Khasra No, 86/1 (Kh) admeasuring 2 59 Hector.

Total 7.75 Hectare

C] Shri. Mahavir S/o. Shriram Sharma: (as per Khata No.94)

- 1) Old Khasra No. 40 / 1 & 40 / 2 (K) admeasuring 1.72 Hector.

D] Shri. Jairam Bijal Sharma, Shri. Sitaram Bijal Sharma & Shri. Ratiram Bijal Sharma

- 1) Old Khasra No. 45 / 1 (K) & 37 / 1 (Kh) admeasuring 1.82 Hector.
- 2) The scheme of consolidation and fragmentation had been implemented to the Village: Khadka and the Old Khasra No. 39 & 40 / 2, had consolidated and converted into Gut No. 3 admeasuring 4.93 hector.
- 3) THAT later on partitions took place between the family members and as per the M.E. No. 13, dated 24/04/1980 and as per partition said Shri. Tulsiram @ Bijal S/o. Gaddu Sharma acquired land bearing New Gat No. 3 admeasuring 4.93 hector. Further, said Shri. Tulsiram @ Bijal Sharma sold 0.81 Hectors land out of the 4.93 Hector of land bearing Khasra No. Gat No. 3 to Shri. Surendra Kashinath Jaiswal. Accordingly, as per the Order passed by Tahsildar, Hingna in Case No. RTS - 64 / 3 / 98 - 99 the name of said Shri. Surendra Kashinath Jaiswal mutated in record of rights vide Mutation Entry No. 93.
- 4) THAT due to the aforementioned transaction of sale, the land held by said Shri. Tulsiram @ Bijal Sharma admeasuring 4.12 Hector is renumbered as land bearing Khasra No. 3/1, and the land purchased by Shri. Surendra Kashinath Jaiswal admeasuring 0.81 Hector renumbered as land bearing Khasra No. 3 / 2.
- 5) THAT after the death of Shri. Tulsiram @ Bijal Sharma his legal



heirs, Sitaram Tulshiram Sharma, Jairam Tulshiram Sharma, Ratiram Tulshiram Sharma, Kesarbai Shivaram Sharma, Ganeshabai Punaram Umare, Subhadrabai Laxman Ghanikar & Zibabai Jagatram Gahrule have sold out the land admeasuring 1.60 Hectare out of the 4.12 Hectare of land to Shri. Damodhar Bhayyalal Sharma, Shri. Vilas Damodhar Sharma and Smt. Ratnakala Bhayalal Sharma by Registered Sale Deed dated 03/01/2003 registered at Serial No. 10/2003 in the office of Sub-Registrar Hingana, Th. Hingna and Dist. Nagpur. In pursuance of the said Sale Deed dated 03/01/2003 land bearing Gat No. 3/1 sub-divided in two parts i.e. Gat No. 3/1-A and 3/1-B, and accordingly the name of the purchasers Shri. Damodhar Bhayyalal Sharma, Shri. Vilas Damodhar Sharma and Smt. Ratnakala Bhayalal Sharma recorded in record of rights of land bearing Khasra/Gat No. 3 /1-B admeasuring 1.60 Hectare and the balance portion of land admeasuring 2.52 hectares kept on the name of Shri. Ratiram S/o. Bijal Sharma legal heir of Late Shri. Tulsiram @ Bijal Sharma as land bearing Khasara/Gat No. 3 / 1-A, this change has been recorded in revenue record vide Mutation Entry No. 180 Dated 30/01/2003.

- 6) THAT All that piece and parcel of Agricultural Land bearing KHASRA/GAT No. 3/1-A, admeasuring 2.52 Hectare, bearing P. H. No. 45, held in Bhogwatdar Class - 1 Rights, situated at MOUZA - KHADKA within the local limit of Grampanchayat Sukli (Gupchup) in Tahsil - Hingna and District NAGPUR was purchased by SHRI. SAMRAT S/o. ASHOK PAREKH, SHRI. VISHAL S/o. NARENDRA PAREKH, BOTH Residents of C/o. R. V. Jewellers, Sarafa Bazar, Itwari, Nagpur, Tahsil and District NAGPUR from Shri. Ratiram S/o. Bijal Sharma by Registered Sale Deed dated 27/04/2007, which is registered at the office Sub-Registrar of Hingna at Sr. No. 2464/2007.
- 7) I reviewed and inspected the Title and Search report issued by Advocate R. B. Irkhede. It appears that, Advocate R. B. Irkhede by their Title and Search Report dated 10/05/2007 had not found any adverse report and transactions in respect of the scheduled property and submitted the search report in respect of the same.
- 8) That said land bearing Gat No. 3/1-A i.e. scheduled property is sold and transferred by SHRI. SAMRAT S/o ASHOK PAREKH, SHRI. VISHAL S/o. NARENDRA PAREKH and the same had



been purchased by "Azure Tree Enviro Farms Pvt. Ltd." Mumbai, vide registered sale deed dated 02/06/2007 which is duly registered at the office of sub-Registrar of Hingna - Nagpur at Sr. No. 3289 / 2007.

- 9] That, subsequently the name of **Azure Tree Enviro Farms Pvt. Ltd.** Had been recorded in recorded of rights i.e. village form No. 7/12 of Village Khadka, TahasilHingna, District Nagpur videMutation Entry no. 340 dated 04/06/2008.
- 10] At present as per the certified copy of the current 7/12 Extract dated 12/12/2023 and 8-A, handed over by the company it is clear that "Azure Tree Enviro Farms Pvt. Ltd." Mumbai, is the only owner of the said property as described in the Schedule of Property as above.

2. **Tracing of the title of Survey / Gat No. 3/1-B to be hereinafter referred to as the said "Property no. 2":-**

All the piece and parcel of the Non - agricultural land bearing Gut No. 3/1-B, Old Survey No. 39 and 40/2, P. H. No. 45, admeasuring area of 1.60 Hectare i.e. 3.95 Acres Situated at Mouza Khadka, within the limits of the Grampanchyat Sukali (GUPCHUP) in Tahasil Hingana, District Nagpur.

SHORT HISTORY OF THE PROPERTY.

- 1) Originally Non-agricultural Land bearing Gat No. 3/1B was part and parcel of Old Khasara No. 39 and 40/2 the ancestral agricultural land belonged to the Sharma Family and as per the Family Partition that took place on 13/07/1976 between the members of the Sharma family, following land fallen to the share of each member of the said Sharma Family as per Mutation Entry No. 13 dated 24/04/1980 and as per the mutation entry the agricultural land is divided as under amongst the family members such as:

A] Shri. Bhavyalal Damodhar Sharma : (as per Khata No. 36, 37, 38)

- (1) Old Khasra No. 27/2 admeasuring 1.91 Hecter.
- (2) Old Khasra No. 39/2 admeasuring 1.46 Hecter.
- (3) Old Khasra No. 40/2 admeasuring 1.04 Hecter.
- (4) Old Khasra No. 86 /2 & 87 /1 admeasuring 1.64 Hecter.
- (5) Old Khasra No. 99/2 & 90/2 admeasuring 1.77 Hecter.
- (6) Old Khasra No. 86/2 (G) admeasuring 2.59 Hecter.



(7) Old Khasra No. 40/2 & 42 /2(Kh) admeasuring 1.72 Hectar.

(8) Old Khasra No. 35/1 (Kh) & 37/ 1(kh) admeasuring 1.81 Hectar.

Total 13.94 Hectare

B] Shri. Tulsiram @ Bijal S/o. Gaddu Sharma, (as per Khata No. 36, 37, 38)

- 1) Old Khasra No. 27 /1 admeasuring 1.91 Hectar.
- 2) Old Khasra No. 39 /1 admeasuring 1.48 Hectar.
- 3) Old Khasra No. 86 / 3 & 87 / 2 admeasuring 1.64 Hectar.
- 4) Old Khasra No. 99 /1 admeasuring 0.15 Hectar.
- 5) Old Khasra No, 86 /1 (Kh) admeasuring 2 59 Hectar.

Total 7.75 Hectare

C] Shri. Mahavir S/o. Shriram Sharma: (as per Khata No.94)

- 1) Old Khasra No. 40 /1 & 40 / 2 (K) admeasuring 1.72 Hectar.

D] Shri. Jairam Bijal Sharma, Shri. Sitaram Bijal Sharma & Shri. Ratiram Bijal Sharma



- 1) Old Khasra No. 45 /1 (K) & 37 /1 (Kh) admeasuring 1.82 Hectar.

ii) The scheme of consolidation and fragmentation scheme had been implemented in the Village: Khadka and the Old Khasra No. 39 & 40 / 2, had consolidated and converted into Gut No. 3 admeasuring 4.93 hectar.

- 3) Later on partitions took place between the family members and as per the partition said Shri. Tulsiram @ Bijal S/o. Gaddu Sharma acquired land bearing New Gat No. 3 admeasuring 4.93 hectares and said Shri. Tulsiram @ Bijal Sharma sold 0.81 Hectar land out of total area admeasuring 4.93 hectares of land bearing Khasra /Gut No. 3 to Shri. Surendra Kashinath Jaiswal.
- 4) That is due to the transaction of sale said Shri. Tulsiram @ Bijal Sharma thus holds land admeasuring 4.12 Hectar bearing Khasra / Gat No. 3/1, and Shri. Surendra Kashinath Jaiswal



acquired and held the land admeasuring 0.81 Hector bearing Khasra / Gat No. 3 / 2.

- 5) THAT after the death of Shri. Tulsiram @ Bijal Sharma his legal heirs sold out the land admeasuring 1.60 Hectares out of the 4.12 hectares of land to Shri. Damodhar Bhayyalal Sharma, Shri. Vilas Damodhar Sharma and Smt. Ratnakala Bhayalal Sharma by Registered Sale Deed dated 03/01/2003 registered at Serial No. 10 / 2003 in the office of Sub-Registrar Hingna, and accordingly the name of the purchasers Shri. Damodhar Bhayyalal Sharma, Shri. Vilas Damodhar Sharma and Smt. Ratnakala Bhayalal Sharma were mutated as owners of land bearing Khasra No. 3 / 1 (B) admeasuring 1.60 Hector.
- 6) THAT All that piece and parcel of Agricultural Land bearing KHASRA No. 3/1 (B), admeasuring 1.60 Hectare, bearing P. H. No. 45, held in Bhogwatdar Class - 1 Rights, situated at MOUZA - KHADKA within the local limit of Grampanchayat Sukli (Gupchup) in Tahsil - Hingna and District NAGPUR was purchased by Smt Nidhi Dharmendra Jain Resident of Nagpur, from Shri. Damodhar Bhayyalal Sharma, Shri. Vilas Damodhar Sharma and Smt. Ratnakala Bhayalal Sharma by Registered Sale Deed dated 16/06/2005 at Sr. No. 3453/2005 and the name of the purchaser was mutated vide mutation entry no. 232 dated 02/07/2005.
- 7) I reviewed and inspected the Title and Search report issued by M/s. Dwivedi and Khedkar Advocates. It appears that Advocate Shri R. B. Irkhede by his Title Certificate dated 16/04/2007 had not found any adverse report and transactions in respect of the scheduled property and submitted the search report in respect of the same.
- 8) That the said Smt. Nidhi Dharmendra Jain executed Power of Attorney dated 18/04/2007 thereby appointing Mohammad Wasim Jabbar Patel as her constituted attorney for the purposes mentioned therein which have been registered at the office of Sub-Registrar of Assurance at Hingna under serial No. HGN -2858 of 2007.
- 9) That said land i.e. scheduled property is sold and transferred by Smt Nidhi Dharmendra Jain through her constituted attorney Mohammad Wasim Jabbar Patel and the same is purchased by **"Azure Tree Enviro Farms Pvt. Ltd."** Mumbai, vide registered sale deed dated 02/06/2007 which is duly registered at the office of Sub-Registrar of Assurance at Hingna



- Nagpur Sr. No. 3327 / 2007.

- 10] That, subsequently the present owner i.e. **Azure Tree Enviro Farms Pvt. Ltd.** mutated in record of rights i.e. village form No. 7/12 of village Khadka, Tahasil Hingna, District Nagpur vide Mutation Entry No. 338 dated 04/06/2008.
- 11] At present as per the certified copy of the current 7/12 Extract dated 12/12/2024 and 8-A, handed over by the company it is clear that "Azure Tree Enviro Farms Pvt. Ltd." Mumbai, is the only owner of the said property as described in the Schedule of Property as above.

3. **Tracing of title of Survey / Gat No. 12 to be hereinafter referred to as the said "Property no. 3":-**

All the piece and parcel of the Non-Agricultural land bearing Gat No. 12 was the part and parcel of Old Khasara No. 38/1(KH), P. H. No. 45, admeasuring area of 0.99 Hectare i.e. 2.45 acres Situated at Mouza Khadka, within the limits of the Grampanchayat Sukali (GUPCHUP) in Tahasil Hingna, District Nagpur.

TITLE HISTORY OF THE PROPERTY

- 1) The Non-Agricultural land bearing Gat No. 12 was originally part and parcel of the agricultural Land bearing Old Khasara No. 38/1(KH), P. H. No. 45, belongs to Shri. Ismail Ramjan Pathan and his brothers having acquired the title over the said land by way of succession after the death of father Ismail Ramjan Pathan.
Description of properties belongs to Shri. Ismail Ramjan Pathan and his brothers.
(a) Old Khasara No. 41 / 1 admeasuring 1.00 Acres
(b) Old Khasara No. 46 / 4 & 46 / 6 admeasuring 3.51 Acres
(c) Old Khasara No. 38 / 1 (KH) admeasuring 2.44 Acres
(d) Old Khasara No. 38 / 5(G) admeasuring 0.59 Acres.
- 2) THAT the oral partition took place between aforesaid Mr. Ismail Ramjan Pathan and his brothers in the year 1957. The effect of the said partition has been taken in the revenue record vide Mutation Entry No. 205 Dated 12/12/1970 by the Revenue Department. As per the said oral partition land bearing old Khasara No. 38 / 1 (KH) admeasuring 2.44 Acres came into the share of Mr. Ismail Ramjan Pathan accordingly in his name was mutated in the record of rights.
- 3) That the scheme of consolidation and fragmentation scheme had implemented to the Village: Khadka thereby old Khasara No.



38 / 1 (KH) admeasuring 2.44 Acres, had consolidated and converted into Gat No. 12 admeasuring 0.99 Hectares i.e. 2.44 Acres.

- 4) THAT said land owner Mr. Ismail RamjanPathan originally held the aforesaid land bearing Khasara No. 12 admeasuring 0.99 Hecter i.e. 2.44 Acres in Bhogwatdar Class - II Rights, who applied for the conversion of the same from Bhogwatdar Class - II Rights to Bhogwatdar Class - I Rights, and considering the same Revenue Authorities converted the aforesaid land from Bhogwatdar Class - II Rights to Bhogwatdar Class - I Rights by orderand accordingly the change was recorded to Revenue Record on 22/08/2006 Vide Entry No. 263.
 - 5] I reviewed and inspected the Title and Search report issued by Advocate Lalit Jain. It appears that, Advocate Lalit Jain by his Title Certificate dated 04/04/2007 had not found any adverse report and transactions in respect of the scheduled property and submitted the search report in respect of the same.
 - 6] That said land bearing Gat No. 12 i.e. scheduled property sold and transferred by Shri Ismail Ramjan Pathan and the same is purchased by "Azure Tree Enviro Farms Pvt. Ltd." Mumbai, vide registered sale deed dated 02/06/2007 which is duly registered at the office of Sub-Registrar of Assurances at Hingna - Nagpur at Sr. No. 3328 / 2007.
 - 7] That, subsequently the present owner had mutated his name in the relevant records such as 7/12 Extract of village Khadka, Tahasil Hingna, District Nagpur and the same is recorded as mutation entry no. 339 dated 04/06/2008.
 - 8] Simultaneously with the execution of the Sale Deed dated 02.06.2007, a Declaration of even date was executed by Shri Ismail Ramjan Pathan in favour of Azure Tree Enviro Farms Pvt. Ltd. registered with the office of the Sub-Registrar of Assurances at Hingna under Serial No. 4088/2007.
 - 9] At present as per the certified copy of the current 7/12 Extractdated 19/04/2022 and 8-A, handed over by the company it is clear that "Azure Tree Enviro Farms Pvt. Ltd." Mumbai, is the only owner of the said property as described in the Schedule of Property as above.
4. **Tracing of title of Survey / Gat No. 9 to be hereinafter referred to as the said "Property no. 4.**

All the piece and parcel of the Non-Agricultural land bearing



Gat No. 9, P. H. No. 45, admeasuring area of 0.42 Hectare i.e. 1.04 Acres Situated at Mouza Khadka, within the limits of the Grampanchayat Sukali (GUPCHUP) in Tahas ilHingna, District Nagpur.

TITLE HISTORY OF THE PROPERTY

- 1] That the said non – agricultural land bearing Gat No. 9 was originally part and parcel of Old Khasara No. 38/2Gh acquired by Ilahi Ramjan Pathan as his share as per the family partition took place in between himself and his brothers as per records of Adhikar Abhilekh Panji (prepared as per Madhya Pradesh Land Revenue Code, 1954) and Jama Bandhi of 1954-55.
- 2] The government carried out the re-measurements and conducted a survey i.e. the scheme of fragmentation and consolidation had been implemented in the year 1989 accordingly the Field/land bearing Old Khasara No. 38/2Gh had been changed as New Gat No. 9.
- 3] That thereafter Mr. Ilahi Ramjan Pathan had applied to the Additional Collector for the conversion of the right of the land and as per the Revenue Case No. 397/LND-18/2006-07 by order dated 22/03/2007 said land was converted in to bhogwatadar / occupant Class - I with Bhumiswami rights and the Revenue Authorities i.e. Patwari had recorded the change in respect of the same as per Mutation Entry / Ferfar No. 317 on 17/04/2007.
- 4] That, Ilahi Ramjan Pathan had sold out the land bearing Gat No. 9 to Shri Rajkumar Kesharichand Tated and Mrs. Sangeeta Rajkumar Tated by registered Sale Deed dt. 02/06/2007 registered with Sub Registrar, Hingna at Book No. 1 at Sr. No. 3315 dt. 02.06.2007 and as per the sale deed the names of Shri Rajkumar Kesharichand Tated and Mrs. Sangeeta Rajkumar Tated had been mutated in Revenue Records by Patwari vide Ferfar No. 341 dt. 21/06/2007.
- 5] I reviewed and inspected the Title and Search report issued by M/s. Dwivedi and Khedkar Advocates. It appears that, Advocate M/S Dwivedi and Khedkar by their Title Certificate dated 14/07/2007 had not found any adverse report and transactions in respect of the scheduled property and submitted the search report in respect of the same.
- 5] That said land bearing Gat No. 9 i.e. scheduled property sold and transferred by Shri Rajkumar Kesharichand Tated and



Mrs. Sangeeta Rajkumar Tated and the same is purchased by **"Azure Tree Enviro Farms Pvt. Ltd." Mumbai**, vide registered sale deed dated 21/08/2007 which is duly registered at the office of Sub-Registrar of Assurances at Hingna - Nagpur at Sr. No. 4888 / 2007.

- 6] That, subsequently the name of the present owner i.e. **Azure Tree Enviro Farms Pvt. Ltd.** had mutated in the record of rights i.e. village form No. 7/12 in respect of the Property No. 4 above of village Khadka, Tahasil Hingna, District Nagpur vide mutation entry no. 368 dated 04/06/2008.
- 7] Simultaneously with the execution of the Sale Deed dated 21/08/2007, a Declaration of even date was executed by Shri Rajkumar Kesharichand Tated and Mrs. Sangeeta Rajkumar Tated registered with the office of the Sub-Registrar of Assurances at Hingna under Serial No. 4889/2007.
- 8] At present as per the certified copy of the current 7/12 Extract dated 16/04/2022 and 8-A, handed over by the company it is clear that, **"Azure Tree Enviro Farms Pvt. Ltd." Mumbai** is the only owner of the said property as described in the Schedule of Property as above.

5. **Tracing of the title of Survey / Gat No. 11 to be hereinafter referred to as the said "Property no. 5."**

All the piece and parcel of the Non-Agricultural land bearing Gat No. 11, P. H. No. 45, admeasuring area of 0.80 Hectares i.e. 1.98 Acres Situated at Mouza Khadka, within the limits of the Grampanchyat Sukali (GUPCHUP) in Tahasil Hingna, District Nagpur.

TITLE HISTORY OF THE PROPERTY

- 1) That the said non-agricultural land bearing Gat No. 11 was originally the part and parcel of the entire land bearing Old Survey No. 38/1-G, 38/5/Ch, Bhumapan No. 122, admeasuring about 0.80 Hectares was owned by Shri Ilahi Ramjan Pathan as per records of Adhikar Abhilekh Panji (prepared as per Madhya Pradesh Land Revenue Code, 1954) and Jama Bandhi of 1954-55.
- 2] That, Shri Ilahi Ramjan Pathan during his lifetime partitioned the land between his sons Ibrahim Ilahi Pathan and Safi Ilahi Pathan and as per the said partition the names of Ibrahim Ilahi Pathan and Safi Ilahi Pathan were recorded in the Revenue Records vide Fcrfar No. 291 dt. 20/07/1977.

- 3] The government carried out the re-measurements and conducted a survey i.e. the scheme of fragmentation and consolidation had been implemented in the year 1989 accordingly the Field/land bearing Old Survey Number 38/1-G had been changed as New Gat No. 11.
- 4] That after Ibrahim Ilahi Pathan and Safi Ilahi Pathan transferred the said land to Shri Rajkumar Kesharichand Tated and Mrs. Sangeeta Rajkumar Tated by Sale Deed dt. 02/06/2007 registered with Sub Registrar, Hingna at Book No. 1 at Sr. No. 3314 dt. 02/06/2007.
- 5] That the names of Shri Rajkumar Kesharichand Tated and Mrs. Sangeeta Rajkumar Tated are mutated in Revenue Records, by aforesaid Sale Deed, by the Patwari vide Ferfar No. 336 dt. 21/06/2007.
- 6] I reviewed and inspected the Title and Search report issued by M/s. Dwivedi and Khedkar Advocates. It appears that, Advocate M/S Dwivedi and Khedkar by their Title Certificate dated 14/07/2007 had not found any adverse report and transactions in respect of the scheduled property and submitted the search report in respect of the same.
- 6] That said land bearing Gat No. 11 i.e. scheduled property sold and transferred by Shri Rajkumar Kesharichand Tated and Mrs. Sangeeta Rajkumar Tated and the same is purchased by **"Azure Tree Enviro Farms Pvt. Ltd."** Mumbai, vide registered sale deed dated 21/08/2007 which is duly registered at the office of Sub-Registrar at Hingna - Nagpur at Sr. No. 4890 / 2007.
- 7] That, subsequently the present owner i.e. **Azure Tree Enviro Farms Pvt. Ltd.** had mutated his name in the relevant records such as 7/12 Extract of village Khadka, Tahasil Hingna, District Nagpur and the same is recorded as per mutation entry no. 373 dated 04/06/2008.
- 8] Simultaneously with the execution of the Sale Deed dated 21.08.2007, a Declaration of even date was executed by Shri Rajkumar Kesharichand Tated and Mrs. Sangeeta Rajkumar Tated registered with the office of the Sub-Registrar of Assurances at Hingna under Serial No. 4891/2007.
- 9] At present as per the certified copy of the current 7/12 Extract dated 19/04/2022 and 8-A, handed over by the company it is clear that, **"Azure Tree Enviro Farms Pvt. Ltd."** Mumbai is the only owner of the said property as described in the Schedule of



Property as above.

6. **Tracing of the title of Survey / Gat No. 8 to be hereinafter referred to as the said "Property no. 6."**

All the piece and parcel of the Non-Agricultural land bearing Gut No. 8, P. H. No. 45, admeasuring area of 1.72 Hectare i.e. 4.25 Acres Situated at Mouza Khadka, within the limits of the Grampanchayat Sukali (GUPCHUP) in Tahasil Hingna, District Nagpur.

TITLE HISTORY OF THE PROPERTY

- 1) That the said non-agricultural land bearing Gat No. 8 as described Property No. 10 was originally part and parcel of the entire land bearing Old Survey No. 38/5/Ka admeasuring about 3.43 Hectares i.e. 8.27 Acres was owned by Shri Chand Jumma Pathan as per records of Adhikar Abhilekh Panji (prepared as per Madhya Pradesh Land Revenue Code, 1954) and Jama Bandhi of 1954-55.
- 2) That Chand Jumma Pathan expired in the year 1956 and after his death the land bearing old Khasara No. 38/5/Ka was inherited by his sons namely Raheman Chand Pathan and Mohammed Chand Pathan and they become the owner and their names were recorded in Revenue records vide Ferfar No. 201.
- 3) That, Raheman Chand Pathan and Mohammed Chand Pathan had orally partitioned the inherited land equally in the year 1967. By the partition, both retained half a portion of land admeasuring about 1.72 out of 3.34 Hectares and accordingly their names were recorded in Revenue records vide Ferfar No. 202 and 203.
- 4) The government carried out the re-measurements and conducted a survey i.e. the scheme of fragmentation and consolidation had been implemented in the year 1988- 1989 accordingly the Field/land Survey Number 38/5/Ka had been changed as New Gat No. 8.
- 5) THAT Rahman Chand Pathan expired on 22/05/1994 his portion of the land was inherited by his legal heirs namely Ahmed Rahman Pathan, Subhan Rehman Pathan, Yusuf Rahman Pathan, Hakim Gani Sheikh and Smt. Sabeen' Rahim Sheikh and accordingly their names were mutated in revenue records as the co-owners of the said land vide Ferfar No. 74 dt. 20/05/1996.



- 6] THAT in the year 2005, one of the co-owners Sabeen Rahim Sheikh also expired on 19/02/2005 and after her death her share in the property bearing Khasara No. 8 was inherited by her sons namely Sheikh Ramjan Sheikh Rahim, Sheikh Sharif Sheikh Rahim, Sheikh Arif Sheikh Rahim and Sheikh Sonu Sheikh Rahim and accordingly their names were mutated in revenue records as the co-owners of the said land vide Ferfar-No.300 on 03/03/2007.
- 7] The owners applied for the conversion of occupancy rights from class II to class, I as per the provisions u/s 29 of the Maharashtra Land Revenue Code, 1966 and the same got converted into Class - I rights.
- 8] That all the co-owners Sheikh Ramjan Sheikh Rahim, Sheikh Sharif Sheikh Rahim, Sheikh Arif Sheikh Rahim and Sheikh Sonu Sheikh Rahim executed Power of Attorney dt. 25/05/2007 in favour of Ahmad Rahman Pathan, which has been registered with Sub Registrar, Nagpur - 2 at Book No. 4 at Sr. No. 3545 dt. 25/05/2007. Further, Sheikh Ramjan Sheikh Rahim, Sheikh Sharif Sheikh Rahim, Sheikh Arif Sheikh Rahim and Sheikh Sonu Sheikh Rahim through their constituted attorney and other co-owners sold and transferred said land bearing Gat No. 8 to Shri Ashok Nandlal Parekh and Shri Vishal Narendra Parekh by Registered Sale Deed dt. 17/07/2007, which registered with Sub Registrar, Hingna at Book No. 1 at Sr. No. 4298 dt. 17/07/2007 and accordingly the names of Shri Ashok Nandlal Parekh and Shri Vishal Narendra Parekh were mutated in revenue records as the co-owners of the land bearing Survey Kh. No. 8 vide Ferfar No. 356 dt. 06/08/2007
- 9] I reviewed and inspected the Title and Search report issued by M/s. Dwivedi and Khedkar Advocates. It appears that, Advocate M/S Dwivedi and Khedkar by their Title Certificate dated 08/08/2007 had not found any adverse report and transactions in respect of the scheduled property and submitted the search report in respect of the same.
- 10] That said land bearing Gat No. 8 i.e. scheduled property is sold and transferred by Shri Ashok Nandlal Parekh and Shri Vishal Narendra Parekh and the same is purchased by "Azure Tree Enviro Farms Pvt. Ltd." Mumbai, vide registered sale deed dated 21/08/2007 which is duly registered at the office of Sub-Registrar of Assurances at Hingna - Nagpur at Sr. No. 4877 /



2007.

- 11] That, subsequently the present owner i.e. **"Azure Tree Enviro Farms Pvt. Ltd." Mumbai**, had mutated his name in the relevant records such as 7/12 Extract of the Khadka, Tahasil Hingna, District Nagpur and the same is recorded as mutation entry no. 372 dated 04/06/2008.
- 12] Simultaneously with the execution of the Sale Deed dated 21.08.2007, a Declaration of even date was executed by Shri Ashok Nandlal Parekh and Shri Vishal Narendra Parekh registered with the office of the Sub-Registrar of Assurances at Hingna under Serial No. 4878/2007.
- 13] At present as per the certified copy of the current 7/12 Extract dated 19/04/2022 and 8-A, handed over by the company it is clear that, "Azure Tree Enviro Farms Pvt. Ltd." Mumbai is the only owner of the said property as described in the Schedule of Property as above.

7. **Tracing of the title of Survey / Gat No. 28/2 to be hereinafter referred to as the said "Property no. 7."**

All the piece and parcel of the Non-Agricultural land bearing Gat No. 28/2, P. H. No. 45, admeasuring area of 0.81 Hectares i.e. 2.00 Acres Situated at Mouza Khadka, within the limits of the Grampanchayat Sukali (GUPCHUP) in Tahasil Hingna, District Nagpur.



TITLE HISTORY OF THE PROPERTY

- 1] That the said non-agricultural land bearing Gat No. 28/2 as described Property No. 7 was originally part and parcel of the entire land bearing Old Survey No. 35/1, 37/1, admeasuring about 5.89 Hectares was owned by Shri Daulatrao Narayan as per records of Adhikar Abhilekh Panji (prepared as per Madhya Pradesh Land Revenue Code, 1954) and Jama Bandhi of 1954-55.
- 2] That, Shri Daulatrao Narayan had sold the portion of land admeasuring about 2.25 Hectares (5.56 Acres) to Smt. Venutai Motibaba Rannaware and remaining land admeasuring 3.64 Hectares (9.00 Acres) sold to Mr. Abdul Khan as per revenue record.
- 3] THAT Mr. Abdul Khan sold the land admeasuring 3.64 Hectares i.e. 9.00 Acres bearing Survey No. 35/1(Kh) and 37/1(Kh) to Shri Jairam Bijal @ Tulsiram Sharma, Shri Sitaram Bijal @ Tulsiram Sharma and Shri Ratiram Bijal @ Tulsiram

Sharma as per revenue record.

- 4] THAT as per Civil Court Order dated 31/01/1970 passed in Case No. 697/67 and the order passed by Tahsildar in Revenue Case No. 1/A-22/75-76 by Order dated 13/07/1976, the properties owned by Shri Bhaiyyalal Damodhar Lodhi bearing Nos. 27, 39, 86/1(Kh), 86/3, 87/2, 99/1, 35/1-Ka, 37/1-Kh, 40/1, 42/2-Ka, the land bearing Survey Nos. 35/1-Ka, 37/1-Kh admeasuring about 1.82 Hectares came in the share of Shri Jairam Bijal Sharma, Shri Sitaram Bijal Sharma, and Shri Ratiram Bijal Sharma. However, due to non-compliance by the parties, the effect of the said orders has not been taken on the revenue record and the entry of Ferfar No. 13 was cancelled by the Revenue Authorities.
- 5] THAT family partition took place between Shri Jairam Bijal Sharma, Shri Ratiram Bijal Sharma, Smt. Kasabai Shyamrao Sharma and Smt. Ganeshi Punaram Umare, Smt. Kesharbai Shriram Sharma and Shri Mahaveer Shriram Sharma, Shri Sitaram Bijal Sharma, Smt. Subhadra Laxaman Chhanokar and Zibal Jagatram Gahrule in respect of family properties bearing Survey Nos. 27/1, 39/1, 86/1(Kh), 86/3, 87/2, 99/1, 35/1-Ka, 37/1-Kh, 40/1, 42/2-Ka on 29/04/1988 and the same was taken on revenue records by Patwari by his Ferfar No. 76 dated 02/05/1988 where the land bearing 35/1-Ka pt., 37/1-Kh Part admeasuring about 1.82 Hectares gone in the share of Smt. Kasabai Shyamrao Sharma and Ganeshi Punaram Umare as per Ferfar No. 76 dated 02/05/1988.
- 6] THAT Shri Chandrakant Ganpat Bhagat and Smt. Prabhavati Bhaurao Bhagat had purchased the portion of land admeasuring about 0.91 Hectares and 0.91 Hectares totally admeasuring about 1.82 out of Survey No. 35/1(Kh) pt. and 37/1(Kh) pt. from its erstwhile owner Smt. Kasabai Shyamrao Sharma by two separate Sale Deeds both dt. 07/03/1989 registered with Sub-Registrar, at Book No. 1 at Sr. No. 1106 and Sr. No. 1107 respectively. Accordingly, the names of Shri Chandrakant Ganpat Bhagat and Smt. Prabhavati Bhaurao Bhagat were mutated in revenue records vide Ferfar No. 9 and 10 dated 08/06/1989.
- 7] The government carried out the re-measurements and conducted a survey i.e. the scheme of fragmentation and consolidation had been implemented in the year 1989 accordingly the Field/land Survey Number 37/1Kh had been



changed to New Gat No. 28.

- 8] THAT Smt. Kasabai Shyamrao Sharma expired on 19/06/1999 and after her death, her property was inherited by way of succession by her daughter being the only legal heir namely Smt. Ganeshi Punaram Umare, accordingly the name of Smt. Kasabai Shyamrao Sharma had been deleted from Revenue Records by Patwari by Ferfar No. 185 on 20/02/2003.
- 9] THAT thereafter through further oral partition the said land came in the share of Shri Sitaram Bijal Sharma thus co-owners Shri Jairam Bijal Sharma, Shri Ratiram Bijal Sharma and Smt. Ganeshi Punaram Umare relinquished all their rights, title and interest in the said land in favour of Shri Sitaram Bijal Sharma by Deed of Relinquishment dated 02/06/2005 registered in the office of the Sub-Registrar, Hingna registered in the Book No. 1 at Sr. No. 3177.
- 10] THAT Shri Sitaram Bijal Sharma sold and transferred the eastern portion of the Field of the land bearing Gat No. 28 admeasuring about 0.81 Hectares out of the entire land admeasuring about 2.00 Hectares to Shri Ashok Nandlal Parekh and Shri Narendra Nandlal Parekh by registered Sale Deed dated 15/06/2007 duly registered in the office of the Sub-Registrar, Hingna registered in the Book No. 1 at Sr. No. 3621 and due to which Gat No. 28 subdivided in two parts i.e Gat No. 28/2 admeasuring 0.81 hectares had given to the land purchased by Shri Ashok Nandlal Parekh and Shri Narendra Nandlal Parekh and the remaining area held with Shri Sitaram Bijal Sharma had given Gat No. 28/1, said change has been recorded in revenue record vide Ferfar No. 350 dated 09/07/2007.
- 11] I reviewed and inspected the Title and Search report issued by M/s. Dwivedi and Khedkar Advocates. It appears that, Advocate M/S Dwivedi and Khedkar by their Title Certificate dated 14/07/2007 had not found any adverse report and transactions in respect of the scheduled property and submitted the search report in respect of the same.
- 12] That Shri Narendra Nandlal Parekh expired on 02/07/2007 and after his death legal heirs of the deceased had inherited the share of the deceased and accordingly their names were mutated vide Ferfar No. 355 on 30/07/2007 in the revenue Records, the names of the legal heirs are as under:
- (a) Smt. Dharmishta Wd/o Narendra Parekh (Widow)



- (b) Shri Vishal Narendra Parekh (SON) and
 (c) Smt. Vaishali Parekh (DAUGHTER).
- 13] That said land i.e. scheduled property is sold by Shri Ashok Nandlal Parekh, Dharmistha Narendra Parekh, Vaishali Parekh and Vishal Narendra Parekh and the same is purchased by "Azure Tree Enviro Farms Private Ltd." Mumbai vide registered sale deed dated 21/08/2007 which is duly registered at the office of Sub-Registrar of Assurances at Hingna - Nagpur at Sr. No. 4873 / 2007.
- 14] That, subsequently the present owner i.e. "Azure Tree Enviro Farms Pvt. Ltd." Mumbai, has mutated his name in the relevant records such as 7/12 Extract of the Khadka, Tahasil Hingna, District Nagpur and the same is recorded as mutation entry no. 371 dated 04/06/2007.
- 15] Simultaneously with the execution of the Sale Deed dated 21.08.2007, the Declaration of even date was executed by Shri Ashok Nandlal Parekh, Dharmistha Narendra Parekh, Vaishali Parekh and Vishal Narendra Parekh registered with the office of the Sub-Registrar of Assurances at Hingna under Serial No. 4874/2007.
- 16] At present as per the certified copy of the current 7/12 Extract dated 19/04/2007 and 8-A, handed over by the company it is clear that "Azure Tree Enviro Farms Pvt. Ltd." Mumbai is the only owner of the said property as described in the Schedule of Property as above.

VI. REVENUE RECORDS:

Upon perusal of the Village Form No. 7/12 of the above-mentioned Lands, I observe that the Company that is, **Azure Tree Enviro Farms Private Limited** is the owner of the said Lands which are presently Occupancy Class - I N.A. Lands

VII. SEARCH WITH SUB-REGISTRAR OF ASSURANCES:

- (i) I have reviewed and verified the Title Reports and Searches of Index - II, in respect of the said lands, issued by Adv. R. B. Irkhede - Nagpur, Adv. Lalit Jain - Nagpur and M/s. Dwivedi and Khedkar Advocates taken at the office of Sub-Registrar of Assurances at Hingna, Dist. Nagpur since the year 1991 to 2007 wherein I have not found any adverse entry in respect of the said lands, which affect the Title of Azure Tree Orchards Pvt. Ltd.



(ii) I have taken physical as well as online (on the website of Inspector General of Registration) searches at the offices of the concerned Sub-Registrar of Assurances at Hingna, District – Nagpur since the year 1995 to 2024, bearing Receipt Nos. 2544, 2546, 25488,2540,2547 and 2542 all receipts dated 01/03/2024 are annexed hereto. I have not found any adverse entry in respect of the said lands, which affect the Title of Azure Tree Orchards Pvt. Ltd.

(iii) Further I have taken physical as well as online (on the website of Inspector General of Registration) searches at the offices of the concerned Sub-Registrar of Assurances at Hingna, District – Nagpur since January 1995 to 01/03/2024 in respect of the said Lands. Search vide Search Chalan bearing No. MH016552366202324, MH016553215202324U, MH01655342202324, MH016551474202324U, h016553500202324, MH016552102202324U, each chalan for Rs. 750, dated 01/03/2024 is annexed hereto. I have not found any adverse entry in respect of the said lands, which affect the Title of **Azure Tree Orchards Pvt. Ltd.**



VIII. ROC SEARCH:

Azure Tree Enviro Farms Pvt. Ltd. has provided me with a copy of the search report dated 20/12/2023, which was carried by them through official Website of Ministry of Corporate Affairs, Government of India. I have perused the said Search Report; it is observed that the company Status (for filing) is Active; The Index of charge are as under:

Charge Holder Name	Charge Amount	Date of Creation	Date of Modification	Date of Satisfaction
HDFC Asset Management Co. Ltd.	1,50,00,00,000	14/01/2009	-	01/11/2011
IFSC Ltd.	60,00,00,000	27/02/2012	-	24/03/2014
IFSC Ltd.	35,00,00,000	22/08/2014	-	26/10/2017
HDFC Ltd.	3,67,00,00,000	08/07/2020	-	30/03/2021
JM Financial Credit Solutions Ltd.	2,06,50,00,000	30/10/2020	-	30/03/2021

HDFC Bank Ltd.	45,72,30,88,74 0	30/04/2021	30/06/2023	OPEN
STCI Finance Ltd.	40,00,00,000	09/05/2022	-	05/08/2022

Copy of the aforementioned ROC search dated 20/12/2023 annexed hereto and marked as **annexure - III**.

IX. MORTGAGE:

Azure Tree Enviro Farms Pvt. Ltd., Kalpataru Ltd, Neo Pharma Pvt. Ltd, Kalpataru Constructions (Poone), Mofatraj Munot, Parag Mofatraj Munot, Azure Tree Enviro Farms Pvt. Ltd., Kalpataru + Sharyans, Omega Realtors Pvt. Ltd. have jointly executed an Unilateral Indenture Of Simple Mortgage For Creation Of Additional Security dated 30.04.2021 (hereinafter referred to as the "**Indenture of Mortgage**"), which modified on 30.06.2023, in favour of Housing Development Finance Corporation Limited, Address HDFC Bank, Senapati Bapat Marg, Lower Parel (West), Mumbai - 400013, in respect of, inter alia, the said Non-agricultural Lands mentioned the table above by depositing original title deeds along with other properties, which registered at the office of Sub-Registrar of Assurances at Borivali - 6 Mumbai under Serial No. 6510-2021 on the terms, conditions and covenants therein mentioned (hereinafter referred to as the "**said Mortgage**"), subject to the right of redemption of the said Mortgage as therein contained. Additional Security in respect of the said Lands was created for an aggregate loan amount of Rs. 45,72,30,88,740/-.

X. N. A. PERMISSION:

I have also verified the Order dated 07.09.2010 bearing No. Collector/KAVI-1791/2010 issued by Collector, Nagpur. It is observed that, as per the Collector Order the lands described in the above Table are converted into Non-agricultural purposes.

XI. ZONNING:



The said lands fall under the Nagpur Improvement Scheme and the Nagpur Improvement Trust is a Special Planning Authority. As per the Certificates dated 02/05/2016; dated 24/05/2016 and dated 30/04/2020 issued by Dy. Director, Town Planning (Metro) NIT, Nagpur, said lands fall in the Residential - 1 zone. Copies of the Certificates issued by the Dy. Director, Town Planning (Metro) NIT, Nagpur are enclosed hereto and marked as **Annexure - IV**.

XII. ULC:

Urban Land (Ceiling and Regulation) Repeal Act, 1999 ("**Repeal Act**") was enacted to repeal the Urban Land (Ceiling and Regulation) Act, 1976 ("**ULC Act**") by the Central Government. The State of Maharashtra adopted the Repeal Act on 29th November 2007 and since then the provisions of ULC Acts do not apply to the lands across Maharashtra. Based on the documents and revenue records provided, it appears that the said Lands do not attract the provisions of the ULC Act.



XIII. ALC:

Based on the documents and revenue records provided, it appears that said lands held by the Company are within the ceiling limit as per the provisions of the Maharashtra Agriculture Land Ceiling Act, 1961 and are converted into Non-agriculture use.

XIV. CHARGES / ENCUMBRANCES:

Azure Tree Enviro Farms Pvt. Ltd. has created a mortgage/charge on the lands mentioned in the Table above (i.e. N.A. Lands), by depositing the original title deeds along with other properties under a Unilateral Deed of Simple Mortgage executed on 30/04/2021 in favour of HDFC Limited, Address HDFC Bank, Senapati Bapat Marg, Lower Parel (West), Mumbai - 400013, for the amount mentioned therein, said Unilateral Deed of Simple Mortgage has been registered at the office Sub-Registrar of Assurances Borivali - 6, Mumbai under serial No. 6510/2021. Copy of the Index - II enclosed hereto and marked as **Annexure - V**

XV. LITIGATION:

The Company informed that there is no pending litigation in respect of the said lands.

XVI. CONCLUSION:

On the observations above and perusal of deeds and documents provided by Azure Tree Enviro Farms Private Limited in respect of the said Lands, I certify that the Azure Tree Enviro Farms Private Limited is the owner of the said Lands and its title thereto is clear and marketable subject to the charges mentioned above.

PLACE: NAGPUR

Thanking you.

Yours Truly


**AJIT VIJAYRAO MUDE, ADVOCATE,
BOMBAY HIGH COURT**

Annexure I

List of Documents inspected by me:

Sr. No.	Name of the Document	Date of Document
1.	Sale Deed registered with the office of the Sub-Registrar of Assurances under serial No. HGN/3289/2007 was made and executed by Shri. Samrat s/o. Ashok Parekh, Shri. Vishal s/o. Narendra Parekh in favour of Azure Tree Enviro Pvt. Ltd. in respect of land bearing Gat No. 3/1A.	02.06.2007
2.	Sale Deed registered with the office of the Sub-Registrar of Assurances under serial No. HGN/3327/2007 made and executed by Smt Nidhi Dharmendra Jain through her constituted attorney Wasim Jabbar Patelin favour of Azure Tree Enviro Pvt. Ltd. in respect of land bearing Gat No. 3/1B.	02.06.2007
3.	Sale Deed registered with the office of the Sub-Registrar of Assurances under serial No. HGN/3328/2007 made and executed by Shri Ismail Ramjan Pathan in favour of Azure Tree Enviro Pvt. Ltd. in respect of land bearing Gat No. 12.	02.06.2007
4.	Sale Deed registered with the office of the Sub-Registrar of Assurances under serial No. HGN/4888/2007 made and executed by Shri Rajkumar Kesharichand Tated and Mrs. Sangeeta Rajkumar Tated in favour of Azure Tree Enviro Pvt. Ltd. in respect of land bearing Gat No. 9.	21.08.2007
5.	Sale Deed registered with the office of the Sub-Registrar of Assurances under serial No. HGN/4890/2007 made and executed by Shri Rajkumar Kesharichand Tated and Mrs. Sangeeta Rajkumar Tated in favour of Azure Tree Enviro Pvt. Ltd. in respect of land bearing Gat No. 11.	21.08.2007
6.	Sale Deed registered with the office of the Sub-Registrar of Assurances under serial No. HGN/4877/2007 made and executed by Shri Ashok Nandlal Parekh and Shri Vishal Narendra Parekh in favour of Azure Tree Enviro Pvt. Ltd. in respect of land bearing Gat No. 8.	21.08.2007



7.	Sale Deed registered with the office of the Sub-Registrar of Assurances under serial No. HGN/4873/2007 made and executed by Shri Ashok Nandlal Parekh, Dharmistha Narendra Parekh, Vaishali Paresh Kadhi and Vishal Narendra Parekh in favour of Azure Tree Enviro Pvt. Ltd. in respect of land bearing Gat No. 28/2.	21.08.2007
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Index II Search of last 30 years taken at the office of Sub-Registrar of Assurances at Hingna Th. Hingna Dist. Nagpur for the land bearing Khasra/Survey/Gat No. 3/1A situated at Village Khadka, Taluka Hingna, District Nagpur.

Year	Particulars of Index II Registers	Details of Entries
1993	..	NIL
1994	..	NIL
1995	..	NIL
1996	..	NIL
1997	..	NIL
1998	..	NIL
1999	..	NIL
2000	..	NIL
2001	..	NIL
2002	..	NIL
2003	..	NIL
2004	..	NIL
2005	..	NIL
2006	..	NIL
2007	Sale Deed	Sale Deed dated 27/04/2007 executed by Ratiram S/o. Bijal Sharma in favour of SHRI. SAMRAT S/o. ASHOK PAREKH, SHRI. VISHAL S/o. NARENDRA PAREKH for land bearing Gat No. 3/1A admeasuring 2.52 hectares, which is registered under Serial No. 2464 of 2007 at the office of Sub-Registrar of Assurance at Hingna, Dist. Nagpur.
	Sale Deed	Sale Deed dated 02/06/2007 executed by SHRI. SAMRAT S/o. ASHOK PAREKH, SHRI. VISHAL S/o. NARENDRA PAREKH in favour of Azure Tree Enviro Farms Pvt. Ltd. for land bearing Gat No. 3/1A admeasuring 2.52 hectares, which is registered under Serial No. 3289 of 2007.
2008	..	NIL
2009	..	NIL
2010	..	NIL
2011	..	NIL
2012	..	NIL
2013	..	NIL
2014	..	NIL
2015	..	NIL
2016	..	NIL
2017	..	NIL
2018	..	NIL
2019	..	NIL
2020	..	NIL
2021	..	NIL
2022	..	NIL
2023	..	NIL
Upto 01.03.2024	..	NIL

Date of report: 01/03/2024

Placer: Nagpur


AJIT VIJAYRAO MUDE.
 Advocate, Bombay High Court

Index II Search of last 30 years taken at the office of Sub-Registrar of Assurances at Hingna Th. Hingna Dist. Nagpur for the land bearing Khasra/Survey/Gat No. 3/1B situated at Village Khadka, Taluka Hingna, District Nagpur.

Year	Particulars of Index II Registers	Details of Entries
1993	-	NIL
1994	-	NIL
1995	-	NIL
1996	-	NIL
1997	-	NIL
1998	-	NIL
1999	-	NIL
2000	-	NIL
2001	-	NIL
2002	-	NIL
2003	Sale Deed	Sale Deed dated 03/01/2003 executed by Shri. Tulsiram @ Bijai Sharma his legal heirs, Sitaram Tulshiram Sharma, Jairam Tulshiram Sharma, Ratiram Tulshiram Sharma, Kesarbai Shivaram Sharma, Ganeshabai Punaram Umare, Subhadrabai Laxman Ghanikar & Zibabai Jagatram Gahrule in favour of Shri. Damodhar Bhayyalal Sharma, Shri. Vilas Damodhar Sharma and Smt. Ratnakala Bhayyalal Sharma, for land bearing Gat No.3/1B admeasuring 1.60 Hectares, which is registered under Serial No. 10 of 2003.
2004	-	NIL
2005	Sale Deed	Sale Deed dated 16/06/2005 executed by Shri. Damodhar Bhayyalal Sharma, Shri. Vilas Damodhar Sharma and Smt. Ratnakala Bhayyalal Sharma in favour of Smt Nidhi Dharmendra Jain for the land bearing Gat No. 3/1B admeasuring 1.60 hectares which is registered under Serial No. 3453/2005.
2006	-	NIL
2007	Power of Attorney	Power of Attorney dated 18/04/2007 executed by Smt. Nidhi Dharmendra Jain in favour of Mohd. Wasim Jabbar Patel which is registered at Sr. No. HGN -2858 of 2007.
	Sale Deed	Sale Deed dated 02/06/2005 executed by Smt. Nidhi Dharmendra Jain in favour of Mohd. Wasim Jabbar Patel in favour of Azure Tree Enviro Farms Pvt. Ltd. for the



		land bearing Gat No. 3/1B admeasuring 1.60 hectares which is registered under Serial No. 3327/2007.
2008	..	NIL
2009	..	NIL
2010	..	NIL
2011	..	NIL
2012	..	NIL
2013	..	NIL
2014	..	NIL
2015	..	NIL
2016	..	NIL
2017	..	NIL
2018	..	NIL
2019	..	NIL
2020	..	NIL
2021	..	NIL
2022	..	NIL
2023	..	NIL
Upto 01.03.2024	..	NIL

Date of report: 01/03/2024



AJIT VIJAYRAO MUDE.

Placer: Nagpur

Advocate Bombay High Court

Index II Search of last 30 years taken at the office of Sub-Registrar of Assurances at Hingna Th. Hingna Dist. Nagpur for the land bearing Khasra / Survey / Gat No. 8 situated at Village Khadka, Taluka Hingna, District Nagpur.

Year	Particulars of Index II Registers	Details of Entries
1993	..	NIL
1994	..	NIL
1995	..	NIL
1996	..	NIL
1997	..	NIL
1998	..	NIL
1999	..	NIL
2000	..	NIL
2001	..	NIL
2002	..	NIL
2003	..	NIL
2004	..	NIL
2005	..	NIL
2006	..	NIL
2007	Power of Attorney	Power of Attorney dated 25/05/2007 executed by Sheikh Ramjan Sheikh Rahim, Sheikh Sharif Sheikh Rahim, Sheikh Arif Sheikh Rahim and Sheikh Sonu Sheikh Rahim in favour of Ahmad Rahman Pathan which is registered under Serial No. 3545/2007.
	Sale Deed	Sale Deed dated 17/07/2007 executed by Sheikh Ramjan Sheikh Rahim, Sheikh Sharif Sheikh Rahim, Sheikh Arif Sheikh Rahim and Sheikh Sonu Sheikh Rahim through C. A. Ahmad Rahman Pathan in favour of Shri Ashok Nandlal Parekh and Shri Vishal Narendra Parekh which is registered under Serial No. 4298/2007.
	Sale Deed	Sale Deed dated 21/08/2007 executed by Shri Ashok Nandlal Parekh and Shri Vishal Narendra Parekh in favour of Azure Tree Enviro Farms Pvt. Ltd. which is registered under Serial No. 4877/2007.
2008	..	NIL
2009	..	NIL
2010	..	NIL
2011	..	NIL
2012	..	NIL
2013	..	NIL
2014	..	NIL
2015	..	NIL
2016	..	NIL
2017	..	NIL
2018	..	NIL
2019	..	NIL
2020	..	NIL
2021	..	NIL
2022	..	NIL
2023	..	NIL
Upto 01.03.2024	..	NIL

Date of report: 01/03/2024

Placer: Nagpur



Index II Search of last 30 years taken at the office of Sub-Registrar of Assurances at Hingna Th. Hingna Dist. Nagpur for the land bearing Khasra/Survey/Gat No. 9 situated at Village Khadka, Taluka Hingna, District Nagpur.

Year	Particulars of Index II Registers	Details of Entries
1993	..	NIL
1994	..	NIL
1995	..	NIL
1996	..	NIL
1997	..	NIL
1998	..	NIL
1999	..	NIL
2000	..	NIL
2001	..	NIL
2002	..	NIL
2003	..	NIL
2004	..	NIL
2005	..	NIL
2006	..	NIL
2007	Sale Deed	Sale Deed dated 02/06/2007 executed by Ilahi Ramjan Pathan in favour of Shri Rajkumar Kesharichand Tated and Mrs. Sangeeta Rajkumar Tated which is registered under Serial No. 3315/2007.
	Sale Deed	Sale Deed dated 21/08/2007 executed by Shri Rajkumar Kesharichand Tated and Mrs. Sangeeta Rajkumar Tated in favour of Azure Tree Enviro Farms Pvt. Ltd. which is registered under Serial No. 4888/2007.
2008	..	NIL
2009	..	NIL
2010	..	NIL
2011	..	NIL
2012	..	NIL
2013	..	NIL
2014	..	NIL
2015	..	NIL
2016	..	NIL
2017	..	NIL
2018	..	NIL
2019	..	NIL
2020	..	NIL
2021	..	NIL
2022	..	NIL
2023	..	NIL
Upto 01/03/2024	..	NIL

Date of report: 01/03/2024

Placer: Nagpur

 **AJIT VIJAYRAO MUDE.**
Sub-Registrar of Assurances
Hingna Th. Hingna Dist. Nagpur
Date: 01/03/2024

Index II Search of last 30 years taken at the office of Sub-Registrar of Assurances at Hingna Th. Hingna Dist. Nagpur for the land bearing Khasra/Survey/Gat No. 11 situated at Village Khadka, Taluka Hingna, District Nagpur.

Year	Particulars of Index II Registers	Details of Entries
1993	..	NIL
1994	..	NIL
1995	..	NIL
1996	..	NIL
1997	..	NIL
1998	..	NIL
1999	..	NIL
2000	..	NIL
2001	..	NIL
2002	..	NIL
2003	..	NIL
2004	..	NIL
2005	..	NIL
2006	..	NIL
2007	Sale Deed	Sale Deed dated 02/06/2007 executed by Ibrahim Iahi Pathan and Safi Iahi Pathan in favour of Shri Rajkumar Kesharichand Tated and Mrs. Sangeeta Rajkumar Tated which is registered under Serial No. 3314/2007.
	Sale Deed	Sale Deed dated 21/08/2007 executed by Shri Rajkumar Kesharichand Tated and Mrs. Sangeeta Rajkumar Tated in favour of Azure Tree Enviro Farms Pvt. Ltd. which is registered under Serial No. 4890/2007.
2008	..	NIL
2009	..	NIL
2010	..	NIL
2011	..	NIL
2012	..	NIL
2013	..	NIL
2014	..	NIL
2015	..	NIL
2016	..	NIL
2017	..	NIL
2018	..	NIL
2019	..	NIL



2020	₹-	NIL
2021	₹-	NIL
2022	₹-	NIL
2023	₹-	NIL
Upto 01.03.2024	₹-	NIL

Date of report: 01/03/2024

Placer: Nagpur



Index II Search of last 30 years taken at the office of Sub-Registrar of Assurances at Hingna Th. Hingna Dist. Nagpur for the land bearing Khasra/Survey/Gat No. 12 situated at Village Khadka, Taluka Hingna, District Nagpur.

Year	Particulars of Index II Registers	Details of Entries
1993	..	NIL
1994	..	NIL
1995	..	NIL
1996	..	NIL
1997	..	NIL
1998	..	NIL
1999	..	NIL
2000	..	NIL
2001	..	NIL
2002	..	NIL
2003	..	NIL
2004	..	NIL
2005	..	NIL
2006	..	NIL
2007	Sale Deed	Sale Deed dated 02/06/2007 executed by Ismail Ramjan Pathan in favour of Azure Tree Enviro Farms Pvt. Ltd. which is registered under Serial No. 3328/2007.
2008	..	NIL
2009	..	NIL
2010	..	NIL
2011	..	NIL
2012	..	NIL
2013	..	NIL
2014	..	NIL
2015	..	NIL
2016	..	NIL
2017	..	NIL
2018	..	NIL
2019	..	NIL
2020	..	NIL
2021	..	NIL
2022	..	NIL
2023	..	NIL
Upto 01.03.2024	..	NIL

Date of report: 01/03/2024

Placer: Nagpur

 **AJIT VIJAYRAO MUDE.**
Advocate Bombay High Court

Index II Search of last 30 years taken at the office of Sub-Registrar of Assurances at Hingna Th. Hingna Dist. Nagpur for the land bearing **Khasra/Survey/Gat No. 28/2** situated at Village Khadka, Taluka Hingna, District Nagpur.

Year	Particulars of Index II Registers	Details of Entries
1993	..	NIL
1994	..	NIL
1995	..	NIL
1996	..	NIL
1997	..	NIL
1998	..	NIL
1999	..	NIL
2000	..	NIL
2001	..	NIL
2002	..	NIL
2003	..	NIL
2004	..	NIL
2005	Relinquishment Deed	Relinquishment Deed dated 02/06/2005 executed by Power of Attorney dated 25/05/2007 executed by Sheikh Ramjan Sheikh Rahim, Sheikh Sharif Sheikh Rahim, Sheikh Arif Sheikh Rahim and Sheikh Sonu Sheikh Rahim in favour of Shri Sitaram Bijal Sharma which is registered under Serial No. 3177/2005.
2006	..	NIL
2007	Sale Deed	Sale Deed dated 15/06/2007 executed by Sitaram Bijal Sharma in favour of Shri Ashok Nandlal Parekh and Shri Narendra Nandlal Parekh which is registered under Serial No. 3621/2007.
	Sale Deed	Sale Deed dated 21/08/2007 executed by Shri Ashok Nandlal Parekh, Dharmistha Narendra Parekh, Vaishali Parekh Parekh and Vishal Narendra Parekh in favour of Azure Tree Enviro Farms Pvt. Ltd. which is registered under Serial No. 4873/2007.
2008	..	NIL
2009	..	NIL
2010	..	NIL
2011	..	NIL
2012	..	NIL
2013	..	NIL



2014	..	NIL
2015	..	NIL
2016	..	NIL
2017	..	NIL
2018	..	NIL
2019	..	NIL
2020	..	NIL
2021	..	NIL
2022	..	NIL
2023	..	NIL
Upto 01.03.2024	..	NIL

Date of report: 01/03/2024

Placer: Nagpur


AJIT VIJAYRAO MUDE.
 Advocate Bombay High Court

AJIT VIJAYRAO MUDE.
B.Sc., D.B.M., M.L.S., L.L.B.
ADVOCATE.

RES./OFF. :- 72, "SHRINIWAS"
BEHIND GANESH VYAYAM SHALA,
GANESHPETH, NAGPUR - 440018.
AND / OR
BEHIND JAGADISH SAOJI BHOJANALAYA,
GANDHI SAGAR, GANESHPETH,
NAGPUR - 440018

DISTRICT COURT ROOM NO. 214.

MB. 09765250690.

Panel : SSB, NNSB, Samruddhi Co-Op. Bank Ltd., NMKSB (NMC),
VNSPSM Nagpur, Janaklyan Sahakari Bank Ltd., Mumbai.

TITLE CERTIFICATE

Date: 01 /03 /2024

To,

Mr. Parag Mofatraj Munot
R/a. Munot Villa, 63-K,
West Field Compound Lane,
Bhulabhai Desai Road, Mumbai - 400 026.

Re: Property being all that piece and parcel of non-agricultural land bearing Gat nos. 7, 10, 29 and 30 more particularly mentioned in the Table below collectively admeasuring about 6.12 Hectares equivalent to 61200 square meters approximately, all situate and lying at Village Khadaka, Taluka Hingna, District Nagpur within the sub-registration district of Hingna, hereinafter referred to as the "said Lands";

Table
(Non-Agricultural Lands)
("said Lands")

Mr. Parag Mofatraj Munot			
Sr. No.	Name of Village	Gat No. /Hissa No.	Area in
			H-R-P
1	Khadka	7	00-63-00
2	Khadka	29	01-64-00
3	Khadka	30	00-40-00
4	Khadka	30	01-84-00
5	Khadka	10	01-61-00
Total			06-12-00



A. INSTRUCTIONS

At the request and under the instructions of Mr. Parag Mofatraj Munot (hereinafter referred to as the "**Client**"), Residing at Munot Villa, 63-K, West Field Compound Lane, Bhulabhai Desai Road, Mumbai - 400 026, I have examined and investigated its title to the said Lands and issuing this report/certificate.

B. STEPS IN INVESTIGATING TITLE

A. To verify the title to the property, I have taken the following steps:

- (i) Reviewed and inspected photocopies of the deeds and documents in respect of the said Lands which are more particularly listed in **ANNEXURE - I** hereto.
- (ii) Reviewed and inspected all relevant extracts of the Village Form No. 7/12 and Mutation Entries of the said Lands.
- (iii) Reviewed and carried out searches in respect of the said Lands in Land and Revenue Records and Index - II for the previous 30 (thirty) years until 12th July 2022 to ascertain the precedent movements (sale/purchase/mortgage or any other encumbrance etc.) in respect of the said Lands. The scrutiny covers both, searches at all the concerned offices of the Sub-Registrar of Assurances of their records and the Land and Revenue Records.



B. Upon review of the Search Reports and documents and the steps detailed above, in my view, the devolution of title to the said Property is as follows.

C. SCOPE OF WORK:

The scope of our opinion is limited to the title of the said Property based on documents perused and searches conducted with the concerned Sub-Registrar of Assurances for the past 30 years concerning the above said Property.

D. NATURE OF PROPERTY:

Freehold Non-Agricultural Lands.

E. DEVOLUTION OF TITLE:

On perusal of the documents furnished to me and the search conducted with the concerned SRO for the past 30 years in respect of the said Property, I observe as under:

1. **Tracing of the title of Survey / Gat No.7 to be hereinafter referred to as the said "Property no. 1":-**

All the piece and parcel of the Non-Agricultural land bearing Gut No. 7, P. H. No. 45, admeasuring area of 0.63 Hectares i.e.

1.56 Acres Situated at Mouza - Khadka, within the limits of the Grampanchyat Sukali (GUPCHUP) in Tahasil Hingna, District Nagpur.

TITLE HISTORY OF THE PROPERTY

- 1] That the said land bearing Gat No. 7 as described Property No. 3 was the part and parcel of the entire land bearing Old Khasara No. 41/1, and Old Gut No. 38/5 (G) within the limits of the Grampanchyat Sukali (GUPCHUP) in Tahasil Hingna, District Nagpur was an ancestral property of Mr. Ismail Ramjan Pathan and his brother.
- 2] That, aforesaid land was partitioned between Shri Ismail Ramjan Pathan and his brothers as per the oral partition that took place in the year 1957 and said property No. 1 comes to the share of Shri Ismail Ramjan Pathan and was mutated in his name as per mutation entry no. 205 dated 12/12/1970 in the records of Adhikar Abhilekh (Madhya Pradesh Land Revenue Code 1954, Sec. 115.).
- 3] Thereafter, a scheme of fragmentation and consolidation was implemented and accordingly, old Khasara No. 38/5 (G) admeasuring land of 0.63 Hectares i.e. 1.56 Acres was converted into Gat No. 7. Thereafter said Shri Ismail Ramjan Pathan had applied for the conversion of the right of Bhogwatdar Class - II to Class - I and the Revenue Authority converted the same considering the application of the owner and the entry of the same was recorded vide Mutation Entry no. 263 dated 22/08/2006 and Shri Ismail Ramjan Pathan was holding the land bearing Khasara No. 7 admeasuring 0.63 Hectare i.e. 1.56 Acres with Class - I right.
- 4] I reviewed and inspected the Title and Search report issued by Advocate Lalit Jain. It appears that Advocate Shri Lalit Jain by his Title Certificate dated 04/04/2007 had not found any adverse report and transactions in respect of the scheduled property and submitted the search report in respect of the same.
- 5] That aforesaid Mr. Ismail Ramjan Pathan executed Power of Attorney dated 25/01/2007 thereby appointed Mohammad Wasim Jabbar Patel, as his constituted attorney, for the purposes mentioned therein. Said Power



of Attorney registered at the office of Sub-Registrar of Assurance at Hingna, District Nagpur under serial No. HGN-558 of 2007.

- 6] That said land i.e. scheduled property No. 1 sold and transferred by Shri Ismail Ramjan Pathan through its constituted attorney Mohammad Wasim Jabbar Patel in favour of Shri Parag S/o Mofatraj Munot under the registered sale deed dated 11/04/2007 which is registered at the office of Sub-Registrar, Hingna at Sr. No. 02063 / 2007.
- 7] That, subsequently the name of Mr. Parag Mofatraj Munot has been recorded in the record of right of the said Property No. 1 vide mutation entry no. 311 dated 04/06/2007.
- 8] At present as per the certified copy of the records of 7/12 dated 03/01/2022 and 8-A, it is clear that Shri. Parag S/o Mofatraj Munot is the only owner of the said property as described in the Schedule of Property above.



2. **Tracing of the title of Survey / Gat No. 29 to be hereinafter referred to as the said "Property no. 2":-**

All the piece and parcel of the Non-Agricultural land bearing Gut No. 29, P. H. No. 45, admeasuring area of 1.64 Hectares i.e. 4.05 Acres Situated at Mouza - Khadka, within the limits of the Grampanchayat Sukali (GUPCHUP) in Tahasil Hingna, District Nagpur.

TITLE HISTORY OF THE PROPERTY

- 1] That the said land bearing Gat No.29 as described Property No. 4 was the part and parcel of the entire land bearing Old Khasara No. 35/1 and 37/1, total admeasuring 14.56 Acres originally belongs to Shri Daulatrao Narayan as per the Adhikar Abhilekh Panji as per Section 115 of Madhya Pradesh Land Revenue Code - 1954.
- 2] That out of the said 14.56 Acres of land Shri Daulatrao Narayan had sold and transferred admeasuring 5.56 acres to Smt. Venubai Motibaba Rannaware and remaining land admeasuring 9.00 Acres to Shri Abdul Khan
- 3] That the land admeasuring 9.00 Acres was duly mutated

in the name of Shri Abdul Khan and the same was renumbered as Old Khasara No. 35/1 and Old Khasara No. 37/1. Further, on 30.03.1964 Shri Abdul Khan sold and transferred said land admeasuring 9.00 Acres to Shri Jairam Bijal Sharma, Shri Sitaram Bijal Sharma and Shri Ratiram Bijal Sharma, accordingly the names of purchasers were mutated in the record of rights of the said land vide mutation entry no. 166 dated 26/12/1967.

- 4] That, thereafter said land was partitioned between Shri Jairam Bijal Sharma, Shri Sitaram Bijal Sharma and Shri Ratiram Bijal Sharma and amongst other family members in pursuance of the Civil Court Order dated 13/07/1976 and said land was divided into parts and land admeasuring area of 1.81 Hectare fallen into the share of Shri Bhaiyalal Sharma and the same was mutated in his name in revenue records vide mutation entry no. 13 dated 09/07/1981 and the land had given new number as 35/1/G and 37/1 G.
- 5] Thereafter, a scheme of fragmentation and consolidation has been implemented and accordingly, old Khasara No. 35/1 G and 37/1 G admeasuring land has been converted into Gat No. 29 admeasuring 1.64 Hectares i.e. 4.05 Acres.
- 6] That Shri Bhaiyalal Sharma died leaving behind his legal heirs namely Shri Ramu Bhaiyalal Sharma, Shri Damodhar Bhaiyalal Sharma, Smt. Sushila Tulsiram Jamgaonkar and Smt. Ratnakala Wd/o Bhaiyalal Sharma. After the demise of Shri Bhaiyalal Sharma, the name of his heirs recorded in record of rights of the said land bearing Gat No. 29 admeasuring 1.64 hectares; accordingly, they become sole and absolute owners of the said land.
- 7] That Shri Damodhar Bhaiyalal Sharma, Smt. Sushila Tulsiram Jamgaonkar and Smt. Ratnakala Wd/o Bhaiyalal Sharma had relinquished their shares in the property i.e. land bearing Gat No. 29 in favour of Shri Ramu Bhaiyalal Sharma vide registered relinquishment deed dated 08/01/2003 and the name of Shri Ramu Bhaiyalal Sharma was recorded in the revenue records vide mutation entry no. 178 dated 09/01/2003.



- 8] I reviewed and inspected the Title and Search report issued by Advocate Lalit Jain. It appears that Advocate Shri Lalit Jain by his Title Certificate dated 10/04/2007 had not found any adverse report and transactions in respect of the scheduled property and submitted the search report in respect of the same.
- 9] That aforesaid Mr. Ramu Bhaiyalal Sharma executed Power of Attorney dated 09/04/2007 thereby appointing Mohammad Wasim Jabbar Patel for the purposes mentioned therein. Said Power of Attorney registered at the office of Sub-Registrar of Assurance at Hingna, District Nagpur under serial No. HGN- 2025 of 2007.
- 10] That aforesaid Property No. 2 i.e. Gat No. 29 sold by Shri Ramu Bhaiyalal Sharma through his constituted attorney Mohammad Vasim Jabbar Patel to Shri Parag S/o Mofatraj Munot by registered sale deed dated 11/04/2007 which is registered at the office of Sub-Registrar, Hingna at Sr. No. 02064 / 2007.
- 11] That, subsequently the name of the present owner has been recorded in the record of rights of the said land vide mutation entry no. 310 dated 04/06/2007.
- 12] At present as per the certified copy of the records of 7/12 Extract dated 19/04/2022 and 8-A, it is clear that Shri. Parag S/o Mofatraj Munot is the only owner of the said property as described in the Schedule of Property above.



3. **Tracing of the title of Survey / Gat No.30 to be hereinafter referred to as the said "Property no. 3":-**

All the piece and parcel of the Non-Agricultural land bearing Gut No. 30, P. H. No. 45, admeasuring area of 2.24 Hectares i.e. 5.53 Acres Situated at Mouza - Khadka, within the limits of the Grampanchyat Sukali (GUPCHUP) in Tahasil Hingna, District Nagpur.

TITLE HISTORY OF THE PROPERTY

- 1] That the said land bearing Gat No. 30 as described Property No. 3 was the part and parcel of the entire land bearing Old Khasara No. 35/1-K and 37/. Shri. Daulatrao Narayan was the original of the said Property No. 3 and its old Khasara No. 35/1-K and 37/1. THAT later on the aforesaid Shri. Daulatrao Narayan had sold and transferred admeasuring 5.56 acres to Smt. Venutai

Motibaba Rannaware vide Sale Deed dated 19-03-1966 and her name was recorded in the Record of Rights vide Mutation Entry No. 231.

- 2] That Smt. Venutai Motibaba Rannaware sold and transferred land admeasuring 2.24 Hectares out of Kh. No. 35/1-K and 37/1 to Shri. Doma Raghoba Kawde and Shri. Shalikram Doma Kawde.
- 3] THAT the property purchased by Shri. Doma Raghoba Kawde, Shri. Shalikram Doma Kawde, from Venubai admeasuring 2.24 Acres, was duly mutated in their name and the same was renumbered as Old Khasra No. 35/1 (Kh) & Old Khasra No. 37/1 (Kh) as per the mutation Entry No. 69 dated 25/09/1987.
- 4] Shri. Doma Raghoba Kawde and Shri. Shalikram Doma Kawde have relinquished their rights and share in the land bearing Old Khasra No. 35/1 (Kh) & Old Khasra No. 37/1 (Kh) vide Relinquishment Deed Dated 18/09/1987 in favour of Shri. Sitaram Bijaj Sharma, accordingly his name was mutated in the Revenue Record as per Mutation Entry No. 70 on 25-09-1987.
- 5] That Government carried out the re-measurements and conducted a survey i.e. the scheme of fragmentation and consolidation had been implemented in the year 1989 accordingly the Field/land Survey No. 35/1 (Kh) & Old Khasra No. 37 / 1 (Kh) had been converted into new Khasra/Gat No. 30.
- 6] That Shri. Sitaram Bijal Sharma sold and transferred agricultural land admeasuring 1.84 Hectors out of 2.24 hectares of the western side to Shri. Manish Brijgopal Bang, Rahul Brijgopal Bang, Rohit Brijgopal Bang and Durgabai Brijgopal Bang, by Registered Sale Deed, dated 23/12/2004 which is duly registered at Serial No. 4615 / 2004 in the Office of Sub-Registrar Hingna and accordingly, their names were mutated in the Revenue Record as per mutation Entry No. 227 taken on 25/01/2005.
- 7] After the sale of land by Sale Deed dated 23/12/2004, the remaining portion of land admeasuring 0.40 hectares held with Shri. Sitaram Bijal Sharma.
- 8] I reviewed and inspected the Title and Search report issued by Advocate Lalit Jain. It appears that Advocate



Shri Lalit Jain by their Title Certificate dated 04/04/2007 had not found any adverse report and transactions in respect of the scheduled property and submitted the search report in respect of the same.

- 9] That aforesaid Shri. Sitaram Bijal Sharma executed a Power of Attorney dated 15/02/2007 thereby appointing Mohammad Wasim Jabbar Patel for the purposes mentioned therein. Said Power of Attorney registered at the office of Sub-Registrar of Assurance at Hingna, District Nagpur under serial No. HGN- 1857 of 2007.
- 10] THAT Shri. Sitaram Bijal Sharma sold and transferred the land owned by him admeasuring about 0.40 Hectares through his constituted attorney Mohammad Wasim Jabbar Patel to Shri Parag Mofatraj Munot by Sale Deed dated 11/04/2007 registered in the office of the Sub-Registrar, Hingna in the Book No. 1 at Sr. No. 02065/2007 and by the same, the name of Shri Parag Mofatraj Munot is mutated in the Revenue Record as the owner of the said khasara Gat No. 30 admeasuring about 0.40 Hectares.
- 11] That Shri. Manish Brijgopal Bang, Rahul Brijgopal Bang, Rohit Brijgopal Bang and Durgabai Brijgopal Bang executed Power of Attorney dated 09/04/2007 thereby appointing Mohammad Wasim Jabbar Patel for the purposes mentioned therein. Said Power of Attorney registered at the office of Sub-Registrar of Assurance at Hingna, District Nagpur under serial No. HGN- 2413 of 2007.
- 12] THAT Shri. Manish Brijgopal Bang, Rahul Brijgopal Bang, Rohit Brijgopal Bang and Durgabai Brijgopal Bang through their constituted attorney sold the land owned by them admeasuring about 1.84 Hectares to Shri Parag Mofatraj Munot by Sale Deed dated 15/05/2007 which is duly registered in the office of the Sub-Registrar, Hingna in the Book No. 1 at Sr. No. 02825/2007 and by the same, the name of Shri Parag Mofatraj Munot is mutated in the Revenue Record as the owner of the said khasara Gat No. 30 i.e. Property No. 3.
- 13] That, subsequently the name of the present owner i.e. Mr. Parag Mofatraj Munot had mutated all the property bearing Khasara / Gat No. 30 admeasuring area of about



0.40 Hectares and 1.84 Hectares i.e. aggregate of 2.24 Hectares purchased from Shri. SitaramBijal Sharma by Sale Deed dated 11/04/2007 which duly registered in the office of the Sub-Registrar, Hingna in Book No. 1 at Sr. No. 02065/2007 and from Shri. Manish Brijgopal Bang, Rahul Brijgopal Bang, Rohit Brijgopal Bang and Durgabai Brijgopal Bang by Sale Deed dated 15/05/2007 which duly registered in the office of the Sub-Registrar, Hingna in the Book No. 1 at Sr. No. 02825/2007 respectively in his name in the relevant records such as 7/12 Extract of the Khadka, Tahasil Hingna, District Nagpur and the same is recorded as mutation entry no. 312 dated 17/04/2008 and mutation entry no. 325 dated 04/06/2008.

- 14] At present as per the certified copy of the records of 7/12 Extract dated 19/04/2022 and 8-A, handed over by the company it is clear that "Shri Parag Mofatraj Munot." Mumbai is the only owner of the said property as described in the Schedule of Property as above.

4. **Tracing of the title of Survey / Gat No. 10 to be hereinafter referred to as the said "Property No. 4":-**

All the piece and parcel of the Non-Agricultural land bearing Gat No. 10, P. H. No. 45, admeasuring area of 1.61 Hectares i.e. 3.98 Acres Situated at Mouza - Khadka, within the limits of the Grampanchyat Sukali (GUPCHUP) in Tshasil Hingna, District Nagpur.

TITLE HISTORY OF THE PROPERTY

- 1] That the said land bearing Gat No. 10 as described Property No. 4 was the part and parcel of the entire land bearing Old Khasara No.38/5 (G), in bhogwatdar Class - II within the limits of the Grampanchyat Sukali (GUPCHUP) in Tahasil Hingna, District Nagpur was owned by Shri Mohammad Chand Sheikh and his brothers after the death of their father.
- 2] That, thereafter said land was partitioned between Shri Mohammad Chand Sheikh and his brothers as per the oral partition that took place in the year 1967 as per the said partition Shri Mohammad Chand Sheikh became the owner of the land admeasuring 1.61 Hectares i.e. 3.98 Acres, the effect of the said partition was recorded in



revenue record vide mutation entry no. 203 in the records.

- 3] Thereafter, a scheme of fragmentation and consolidation was implemented and accordingly, old Khasara No. 38/5 (G) admeasuring land of 3.98 Acres was converted into Gat No. 10 admeasuring 1.61 Hectares i.e. 3.98 Acres. Thereafter Shri Mohammad Chand Sheikh applied for the conversion of the right of Bhogwatdar Class - II to Class - I and the Revenue Authority converted the same considering the application of the owner and the entry of the same was recorded vide mutation entry no. 275 dated 20/11/2006.
- 4] I reviewed and inspected the Title and Search report issued by Advocate Lalit Jain by his Title Certificate dated 05/04/2007 had not found any adverse report and transactions in respect of the scheduled property and submitted the search report in respect of the same.
- 5] That Mr. Mohammad Chand Shaikh executed Power of Attorney dated 09/04/2007 thereby appointing Mohammad Wasim Jabbar Patel for the purposes mentioned therein. Said Power of Attorney registered at the office of Sub-Registrar of Assurance at Hingna, District Nagpur under serial No. HGN- 1646 of 2007.
- 6] THAT Mr. Mohammad Chand Shaikh through their constituted attorney sold the land owned by them admeasuring about 1.61 Hectares to Shri Parag Mofatraj Munot by Sale Deed dated 13/04/2007 which is duly registered in the office of the Sub-Registrar, Hingna in the Book No. 1 at Sr. No. 2140/2007 and by virtue of the same the name of Shri Parag Mofatraj Munot is mutated in the Revenue Record as the owner of the said khasara Gat No. 10 i.e. Property No. 4.
- 7] That, subsequently the present owner had mutated his name in the relevant records such as 7/12 Extract of the Khadka, Tahasil Hingna, District Nagpur and the same is recorded as mutation entry no. 326 dated 04/06/2007.
- 8] At present as per the certified copy of the records of 7/12 Extract dated 19/04/2022, it is clear that Shri. Parag S/o Mofatraj Munot is the only owner of the said property as described in the Schedule of Property No. 4 above.



F. REVENUE RECORDS:

Upon perusal of the Village Form No. 7/12, all dated 14th April, 2022, of said Lands, I observe that the Company that is, Mr. Parag Mofatraj Munot is the owner of the said Lands which are presently Occupancy Class - I N.A. Lands

G. SEARCH OF INDEX - II:

- I. I have reviewed and verified the Title Reports and Searches of Index - II, in respect of the said lands, issued by M/s. Dwivedi and Khedkar Advocates taken at the office of Sub-Registrar of Assurances at Hingna, Dist. Nagpur since the year 1991 to 2007 wherein I have not found any adverse entry in respect of the said lands, which affect the Title of Amber Orchards Pvt. Ltd.
- II. I have taken physical as well as online (on the website of Inspector General of Registration) searches at the offices of the concerned Sub-Registrar of Assurances at Hingna, District - Nagpur since the year 1995 to till 2024 in respect of the said Lands. Search Receipts bearing Nos. 2541, 2549, 2550, 2545 HHGN 0-2024, dated 01/03/2024 are annexed hereto. I have not found any adverse entry in respect of the said lands, which affect the Title of Mr. Parag Mofatraj Munot.

H. MORTGAGE:

Parag Mofatraj Munot, Kalpataru Ltd, Neo Pharma Pvt. Ltd, Kalpataru Constructions (Poone), Mofatraj Munot, Azure Tree Enviro Farms Pvt. Ltd., Kalpataru + Sharyans, Omega Realtors Pvt. Ltd. have jointly executed a Unilateral Indenture Of Simple Mortgage For Creation Of Additional Security dated 30.04.2021 (hereinafter referred to as the "Indenture of Mortgage") which modified on 30.06.2023, in favour of Housing Development Finance Corporation Bank Limited, Address: HDFC Bank, Senapati Bapat Marg, Lower Parel (West), Mumbai - 400013, in respect of, inter alia, the said Non-agricultural Lands mentioned in the table above by depositing original title deeds along with other properties, which registered at the office of Sub-Registrar of Assurances at Borivali - 6 Mumbai under Serial No. 6510-2021 on the terms, conditions and covenants therein mentioned (hereinafter referred to as the "said Mortgage"), subject to the right of redemption of the said Mortgage as therein contained. Additional Security in respect of the said Lands was created for an aggregate loan amount of Rs. 45,72,30,88,740/-.



I. N. A. PERMISSION:

I have verified the Order dated 07.09.2010 bearing No. Collector/KAVI-1791/2010 issued by Collector, Nagpur thereby the lands mentioned in the above Table are converted into Non-agricultural use/purposes.

J. ZONING:

The said lands fall under the Nagpur Improvement Scheme and the Nagpur Improvement Trust is a Special Planning Authority. As per the Certificates dated 02/05/2016; dated 24/05/2016 and dated 30/04/2020 issued by Dy. Director, Town Planning (Metro) NIT, Nagpur, said lands fall in the Residential-1 zone. Copies of the Certificates issued by the Dy. Director, Town Planning (Metro) NIT, Nagpur are enclosed hereto and marked as **Annexure - II**.

K. ULC:

Urban Land (Ceiling and Regulation) Repeal Act, 1999 ("**Repeal Act**") was enacted to repeal the Urban Land (Ceiling and Regulation) Act, 1976 ("**ULC Act**") by the Central Government. The State of Maharashtra adopted the Repeal Act on 29th November 2007 and since then the provisions of ULC Acts do not apply to the lands across Maharashtra. Based on the documents and revenue records provided, it appears that the said Lands do not attract the provisions of the ULC Act.

L. ALC:

Based on the documents and revenue records provided, it appears that said lands held by Mr. Parag Mofatraj Munot are within the ceiling limit as per the provisions of the Maharashtra Agriculture Land Ceiling Act, 1961 and are converted into N.A.

M. CHARGES / ENCUMBRANCES:

Azure Tree Enviro Farms Pvt. Ltd. has created a mortgage/charge on the lands mentioned in the Table above (i.e. N.A. Lands), by depositing the original title deeds along with other properties under a Unilateral Deed of Simple Mortgage executed on 30/04/2021 in favour of HDFC Bank Limited, Address HDFC Bank, Senapati Bapat Marg, Lower Parel (West), Mumbai - 400013, for the amount mentioned therein, said Unilateral Deed of Simple Mortgage registered at the office Sub-Registrar of Assurances Borivali - 6, Mumbai under serial No. 6510/2021. Copy of the Index - II enclosed hereto and marked as **Annexure - III**



N. LITIGATION:

Mr. Parag Mofatraj Munot informed me that there is no pending litigation in respect of the said lands.

O. CONCLUSION:

Upon the observations above and perusal of deeds and documents provided by Mr. Parag Mofatraj Munot in respect of the said Lands, I certify that Mr. Parag Mofatraj Munot is an owner of the said Lands and his title thereto is clear and marketable subject to the charges mentioned above.

PLACE: NAGPUR

Thanking you,

Yours truly,

AJIT VIJAYRAO MUDE
ADVOCATE BOMBAY HIGH COURT

Annexure I
List of Documents inspected by me:

Sr. No.	Name of the Document	Date of Document
	Village Khadka	
1.	The Sale Deed registered with the office of the Sub-Registrar of Assurances under serial No.HGN/02063/2007 made and executed by Ismail Ramjan Pathan through its constituted attorney Mohammad Wasim Jabbar Patel in favour of Mr. Parag Mofatraj Munot in respect of land bearing Gat No. 7.	11.04.2007
2.	The Sale Deed registered with the office of the Sub-Registrar of Assurances under serial No.HGN/02064/2007 made and executed by Ramu Bhailala Sharma through its constituted attorney Wasim Jabbar Patel in favour of Mr. Parag Mofatraj Munot in respect of land bearing Gat No. 29.	11.04.2007
3.	The Sale Deed registered with the office of the Sub-Registrar of Assurances under serial No.HGN/02065/2007 made and executed by Sitaram Bijal Sharma through its constituted attorney Wasim Jabbar Patel in favour of Mr. Parag Mofatraj Munot in respect of land bearing Gat No. 30.	11.04.2007
4.	The Sale Deed registered with the office of the Sub-Registrar of Assurances under serial No.HGN/02825/2007 made and executed by Manish Brijgopal Bang, Rahul Brijgopal Bang, Rohit Brijgopal Bang and Durgabai Brijgopal Bang through its constituted attorney Wasim Jabbar Patel in favour of Mr. Parag Mofatraj Munot in respect of land bearing Gat No. 30.	15.05.2007
5.	The Sale Deed registered with the office of the Sub-Registrar of Assurances under serial No. HGN/02140/2007 made and executed by Chand Shaikh through its constituted attorney Mohammad Wasim Jabbar Patel in favour of Mr.	13.04.2007



	Parag Mofatraj Munot in respect of land bearing Gat No. 10.	
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Index II Search of last 30 years taken at the office of Sub-Registrar of Assurances at Hingna Th. Hingna Dist. Nagpur for the land bearing Khasra /Survey /Gat No. 7 situated at Village Khadka, Taluka Hingna, District Nagpur.

Year	Particulars of Index II Registers	Details of Entries
1993	..	NIL
1994	..	NIL
1995	..	NIL
1996	..	NIL
1997	..	NIL
1998	..	NIL
1999	..	NIL
2000	..	NIL
2001	..	NIL
2002	..	NIL
2003	..	NIL
2004	..	NIL
2005	..	NIL
2006	..	NIL
2007	Power of Attorney	Power of Attorney dated 25/01/2007 executed by Ismail Ramjan Pathan in favour of Mohd. Wasim Jabbar Patel which is registered under Serial No. HGN-558 of 2007.
	Sale Deed	Sale Deed dated 11/04/2007 executed by Ismail Ramjan Pathan through its constituted attorney Mohd. Wasim Jabbar Patel in favour of Mr. Parag Mofatraj Munot that is registered under Serial No. 02063 of 2007.
2008	..	NIL
2009	..	NIL
2010	..	NIL
2011	..	NIL
2012	..	NIL
2013	..	NIL
2014	..	NIL
2015	..	NIL
2016	..	NIL
2017	..	NIL
2018	..	NIL
2019	..	NIL
2020	..	NIL
2021	..	NIL
2022	..	NIL
2023	..	NIL
Upto 01.03.2024	..	NIL

Date of report: 01/03/2024

Placer: Nagpur



Index II Search of last 30 years taken at the office of Sub-Registrar of Assurances at Hingna Th. Hingna Dist. Nagpur for the land bearing Khasra/Survey/Gat No. 10 situated at Village Khadka, Taluka Hingna, District Nagpur.

Year	Particulars of Index II Registers	Details of Entries
1993	—	NIL
1994	—	NIL
1995	—	NIL
1996	—	NIL
1997	—	NIL
1998	—	NIL
1999	—	NIL
2000	—	NIL
2001	—	NIL
2002	—	NIL
2003	—	NIL
2004	—	NIL
2005	—	NIL
2006	—	NIL
2007	Power of Attorney	Power of Attorney dated 09/04/2007 executed by Mohd. Chand Shaikh in favour of Mohd. Wasim Jabbar Patel which is registered under Serial No. HGN-1646 of 2007.
	Sale Deed	Sale Deed dated 11/04/2007 executed by Mohd. Chand Shaikh through its constituted attorney Mohd. Wasim Jabbar Patel in favour of Mr. Parag Mofatraj Munot that is registered under Serial No. 02140 of 2007.
2008	—	NIL
2009	—	NIL
2010	—	NIL
2011	—	NIL
2012	—	NIL
2013	—	NIL
2014	—	NIL
2015	—	NIL
2016	—	NIL
2017	—	NIL
2018	—	NIL
2019	—	NIL
2020	—	NIL
2021	—	NIL
2022	—	NIL



2023	-	NIL
Upto 01.03.2024	-	NIL

Date of report: 01/03/2024

Placer: Nagpur



Index II Search of last 30 years taken at the office of Sub-Registrar of Assurances at Hingna Th. Hingna Dist. Nagpur for the land bearing Khasra/Survey/Gat No. 29 situated at Village Khadka, Taluka Hingna, District Nagpur.

Year	Particulars of Index II Registers	Details of Entries
1993	..	NIL
1994	..	NIL
1995	..	NIL
1996	..	NIL
1997	..	NIL
1998	..	NIL
1999	..	NIL
2000	..	NIL
2001	..	NIL
2002	..	NIL
2003	..	NIL
2004	..	NIL
2005	..	NIL
2006	..	NIL
2007	Power of Attorney	Power of Attorney dated 09/04/2007 executed by Ramu Bhalyaalal Sharma in favour of Mohd. Wasim Jabbar Patel which is registered under Serial No. HGN-2025 of 2007.
	Sale Deed	Sale Deed dated 11/04/2007 executed by Ramu Bhalyaalal Sharma through its constituted attorney Mohd. Wasim Jabbar Patel in favour of Mr. Parag Mofatraj Munot that is registered under Serial No. 02064 of 2007.
2008	..	NIL
2009	..	NIL
2010	..	NIL
2011	..	NIL
2012	..	NIL
2013	..	NIL
2014	..	NIL
2015	..	NIL
2016	..	NIL
2017	..	NIL
2018	..	NIL
2019	..	NIL
2020	..	NIL
2021	..	NIL
2022	..	NIL



2023	..	NIL
Upto 01.03.2024	..	NIL

Date of report: 01/03/2024

Placer: Nagpur


AJIT VIJAYRAO MUDE.
Advocate Bombay High Court

Index II Search of last 30 years taken at the office of Sub-Registrar of Assurances at Hingna Th, Hingna Dist Nagpur for the land bearing Khasra/Survey/Gat No. 30 situated at Village Khadka, Taluka Hingna, District Nagpur.

Year	Particulars of Index II Registers	Details of Entries
1993	..	NIL
1994	..	NIL
1995	..	NIL
1996	..	NIL
1997	..	NIL
1998	..	NIL
1999	..	NIL
2000	..	NIL
2001	..	NIL
2002	..	NIL
2003	..	NIL
2004	..	NIL
2005	..	NIL
2006	..	NIL
2007	Power of Attorney	Power of Attorney dated 15/02/2007 executed by Sitaram Bijal Sharma in favour of Mohd. Wasim Jabbar Patel which is registered under Serial No. HGN-1857 of 2007.
	Sale Deed	Sale Deed dated 11/04/2007 executed by Sitaram Bijal Sharma through its constituted attorney Mohd. Wasim Jabbar Patel in favour of Mr. Parag Mofatraj Munot that is registered under Serial No. 02065 of 2007.
	Power of Attorney	Power of Attorney dated 09/04/2007 executed by Manish Briggopal Bang, Rahul Briggopal Bang, Rohit Briggopal Bang and Durgabai Briggopal Bang in favour of Mohd. Wasim Jabbar Patel which is registered under Serial No. HGN-2419 of 2007.
	Sale Deed	Sale Deed dated 11/04/2007 executed by Manish Briggopal Bang, Rahul Briggopal Bang, Rohit Briggopal Bang and Durgabai Briggopal Bang through their constituted attorney Mohd. Wasim Jabbar Patel in favour of Mr. Parag Mofatraj Munot that is registered under Serial No. 02825 of 2007.
2008	..	NIL
2009	..	NIL
2010	..	NIL
2011	..	NIL



2012	₹-	NIL
2013	₹-	NIL
2014	₹-	NIL
2015	₹-	NIL
2016	₹-	NIL
2017	₹-	NIL
2018	₹-	NIL
2019	₹-	NIL
2020	₹-	NIL
2021	₹-	NIL
2022	₹-	NIL
2023	₹-	NIL
Upto 01.03.2024	₹-	NIL



Date of report: 01/03/2024

Placer: Nagpur

AJIT VIJAYRAO MUDE.

Advocate Bombay High Court

Index II Search of last 30 years taken at the office of Sub-Registrar of Assurances at Hingna Th. Hingna Dist Nagpur for the land bearing Khasra/Survey/Gat No. 30 situated at Village Khadka, Taluka Hingna, District Nagpur.

Year	Particulars of Index II Registers	Details of Entries
1993	-/-	NIL
1994	-/-	NIL
1995	-/-	NIL
1996	-/-	NIL
1997	-/-	NIL
1998	-/-	NIL
1999	-/-	NIL
2000	-/-	NIL
2001	-/-	NIL
2002	-/-	NIL
2003	-/-	NIL
2004	-/-	NIL
2005	-/-	NIL
2006	-/-	NIL
2007	Power of Attorney	Power of Attorney dated 15/02/2007 executed by Sitaram Bijal Sharma in favour of Mohd. Wasim Jabbar Patel which is registered under Serial No. HGN-1857 of 2007.
	Sale Deed	Sale Deed dated 11/04/2007 executed by Sitaram Bijal Sharma through its constituted attorney Mohd. Wasim Jabbar Patel in favour of Mr. Parag Mofatraj Munot that is registered under Serial No. 02065 of 2007.
	Power of Attorney	Power of Attorney dated 09/04/2007 executed by Manish Brijgopal Bang, Rahul Brijgopal Bang, Rohit Brijgopal Bang and Durgabai Brijgopal Bang in favour of Mohd. Wasim Jabbar Patel which is registered under Serial No. HGN-2419 of 2007.
	Sale Deed	Sale Deed dated 11/04/2007 executed by Manish Brijgopal Bang, Rahul Brijgopal Bang, Rohit Brijgopal Bang and Durgabai Brijgopal Bang through their constituted attorney Mohd. Wasim Jabbar Patel in favour of Mr. Parag Mofatraj Munot that is registered under Serial No. 02825 of 2007.
2008	-/-	NIL
2009	-/-	NIL
2010	-/-	NIL
2011	-/-	NIL

2012	✓	NIL
2013	✓	NIL
2014	✓	NIL
2015	✓	NIL
2016	✓	NIL
2017	✓	NIL
2018	✓	NIL
2019	✓	NIL
2020	✓	NIL
2021	✓	NIL
2022	✓	NIL
2023	✓	NIL
Upto 01.03.2024	✓	NIL

Date of report: 01/03/2024
Placer: Nagpur



AJIT VIJAYRAO MUDE.
Advocate Bombay High Court

ANNEXURE 'D'

(Approvals)



Nagpur Metropolitan Region Development Authority

APPENDIX D-3

FINAL APPROVAL

TO THE LAND SUB-DIVISION / LAYOUT



Proposal Number : 3656207

Approval No. : NMRDA/LF/2025/APL/00262

Proposal Code : NMRDA-24-96842

Date : 28/02/2025

To,

(Ms. Azure Tree Enviro Farms Private Limited Shri Parag Mofatraj Munot Through Authorised Signatory Shri Kishor Jadhav

KH. NO. 3/1/A, 3/1/B, 7, 8, 9, 10, 11, 12, 28/2, 29, 30 AT MOUZA-KHADKA, P. H. NO. 45,TAH:- HINGNA, DIST:- NAGPUR.

ii) Prashant Salpute (Architect)

Sir/Madam,

With reference to your application No **NMRDA202400468**, dated 31-12-2024 for the land sub-division approval, under Section 18/44/58 of The Maharashtra Regional and Town Planning Act, 1966 read with Section **Maharashtra Metropolitan Region Development Authority Act, 2016** ,to carry out development work in respect of land bearing City Survey No./Survey No./Revenue S.No./Khasra No./Gut No. **KH NO 3-1-A 3-1-B 7 8 9 10 11 12 28-2 29 30** , Final Plot No. , Mouje **KHADKA** situated at Road / Street -, Society , the land sub-division layout is **finally approved as demarcated**, under Section 18/45 of the Maharashtra Regional & Town Planning Act, 1966, subject to the following conditions:

1. It shall be the responsibility of the owner to carry out all the development work including construction of roads, sewer lines, water supply lines, culverts, bridges, street lighting, etc. and hand it over to the Planning Authority /Collector after developing them to the satisfaction of the Authority

2. If you wish that the Planning Authority /Collector should carry out these development works, then you will have to deposit the estimated expenses to the Planning Authority /Collector in advance, as decided by the Authority

3. As per the undertaking submitted by you in respect of recreational open space as stipulated in Regulation No.3.4, the said open space admeasuring stand vested in the name of plot holders of the layout or society of the plot holders and you have no right of ownership or interest in the said recreational open space

4. This permission does not entitle you to develop the land which does not vest in you

Signature valid



Subscribed by: Executive Engineer
Date: 28/02/2025 11:35:51
Designation: Executive Engineer
Authority: Nagpur Metropolitan Region Development Authority
Project Code: NMRDA/2025/APL/00262
Application Number: 3656207
Certificate Number: NMRDA/2025/APL/00262



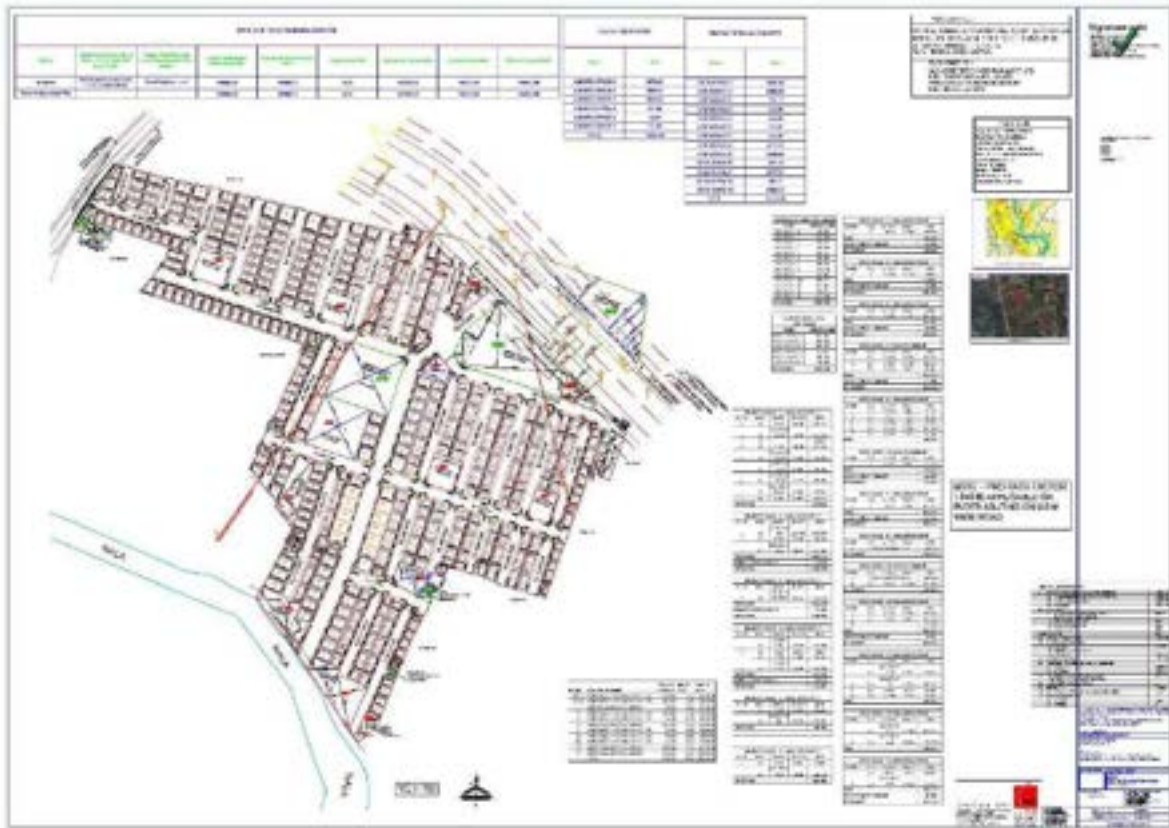
Executive Engineer,
Nagpur Metropolitan Region Development Authority,

Scan QR code for verification of authenticity.

1/1

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ANNEXURE 'D-1'
(Sanctioned Layout Plan)



ANNEXURE 'E'
(MahaRERA Registration Certificate)


Maharashtra Real Estate Regulatory Authority
REGISTRATION CERTIFICATE OF PROJECT
FORM 'C'
(See rule 6(a))

This registration is granted under section 5 of the Act to the following project under project registration number :
P50500077372

Project: Kalpataru Ardene . Plot Bearing / CTS / Survey / Final Plot No. Proposed Layout Plotting on GUT No. 3/1A 3/1B 7 8 9 10 11 12 28/2 29 30 at Village Khadka Tal. Hingna Dist Nagpur at Khadka, Hingna, Nagpur, 441122

1. **Azure Tree Enviro Farms Private Limited** having its registered office / principal place of business at Tehsil: **Andheri, District: Mumbai Suburban, Pin: 400055.**

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

- The promoter shall enter into an agreement for sale with the allottees;
- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (f) of sub-section (2) of section 4 read with Rule 5;
OR
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
- The Registration shall be valid for a period commencing from **09/08/2024** and ending with **30/09/2026** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities

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


Dated: 09/08/2024
Place: Mumbai

Signature valid
Digitally Signed by
Dr. Vasant Premchand Prabhu
(Secretary, MahaRERA)
Date 8/8/2024 6:18:21 PM

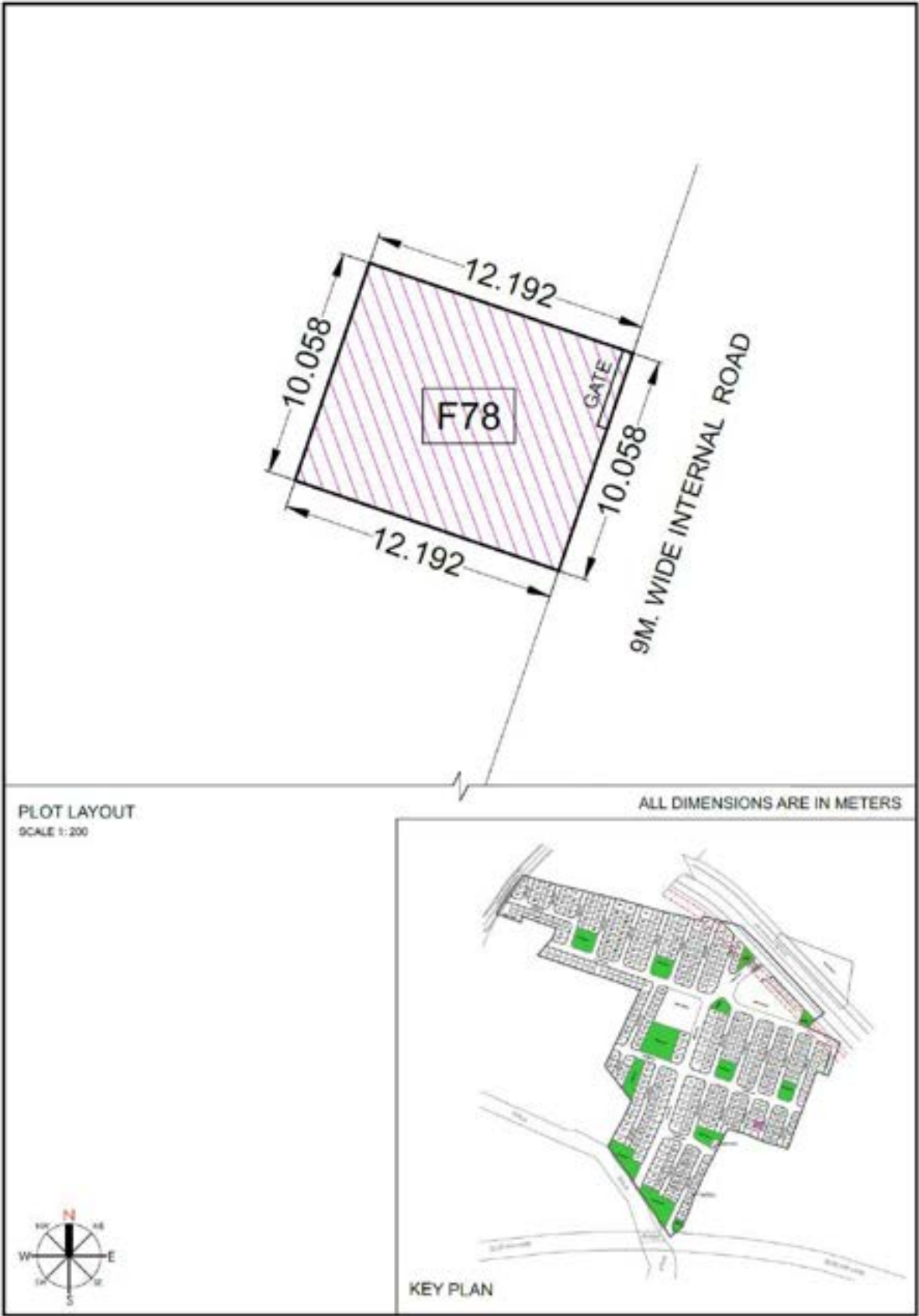
Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority

ANNEXURE 'F'
(Details of Allottee/s and Plot)

Sr. No.		Particular
1.	Project	“KALPATARU ARDENE”, as per RERA Registration No. P50500077372.
2.	Plot	New Survey No. 3/1/A/3/1/B/7/8/9/10/11/12/28/2/29/30/F78 and corresponding Plot No. F78 designated as per the Sanctioned Layout Plan admeasuring about 122.62 square meters.
3.	Plot FSI	231.997 square meters
4.	Maximum Development Potential of the Plot	1.70
5.	Purchase Price	Rs. 46,78,981/- (Rupees Forty Six Lakhs Seventy Eight Thousand Nine Hundred Eighty One Only)
6.	Date of Offer of Possession of the Plot*	On or before 30th September, 2026
7.	Project Completion Date*	On or before 30th September, 2026
8.	Postal address of the Purchaser/s	RZ-H-26 S/F, Gali No-7, Kh No 34/3, Chhel Singh Block, Raghu Nagar, Dabri, South West Delhi - 110045 Delhi, India.
9.	Postal address of Promoter-1	101, Kalpataru Synergy, Vakola Pipeline Road, Vakola, Santacruz East, Mumbai – 400 055 Maharashtra, India.
10.	Postal address of Promoter-2	101, Kalpataru Synergy, Opp. Grand Hyatt, Santacruz (East), Mumbai – 400 055 Maharashtra, India.
11.	E-mail address of the Purchaser/s.	bhatiaprince1971@gmail.com
12.	E-mail address of Promoter-1 and Promoter-2	servicesupport@kalpataru.com
13.	Permanent Account Numbers of Promoter-1	AADPM8911H
14.	Permanent Account Numbers of Promoter-2	AAGCA2232F
15.	Permanent Account Numbers of the Purchaser/s	Mr. Praveen Kumar Bhatia - AERP1586M Mrs. Shashi Bhatia - ALBPB0148A

*The dates mentioned herein above table is subject to additional period of three months (as grace period) and any extended time period due to the events mentioned in Article 15.11.1 (d) (e) of this Agreement.

ANNEXURE ‘G’
(Plot Plan)



ANNEXURE 'H'
(7/12 Extract of Plot)

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ANNEXURE 'I'
(Payment Schedule-Promoter-1)

The Purchase Price of **Rs. 46,78,981/- (Rupees Forty Six Lakhs Seventy Eight Thousand Nine Hundred Eighty One Only)** payable by the Allottee/s to the Promoter-1 in instalments against the following milestones:

Sr. No.	Time for Payment	Amount
1	Booking Amount	Rs. 2,33,949/-
2	Balance Booking Amount Payable on or before 15th July 2026	Rs. 2,33,949/-
3	Amount Payable on or before 30th July 2026	Rs. 4,67,898/-
4	Amount Payable on or before 30th September 2026	Rs. 37,43,185/-
	Total	Rs. 46,78,981/-

Note: 1. The above payment schedule may not be same for all the Purchaser/s, the same will change or vary from purchaser/allottee to purchaser/allottee.
2. The above payment schedule and/or installments are not in chronological order and payment for any of the aforesaid milestones may become due before or after the other milestones, depending on the date of initiation of the relevant milestone.

ANNEXURE 'J'
(Common Areas & Amenities)

AMENITY LIST

GENERAL FEATURES

- Wide tree lined avenue roads
- Street lighting
- Water Feature
- DG Power backup for common area and clubhouse
- Guard Room
- Concrete roads with Walkways
- Cycling Track
- Rainwater Harvesting
- UGT for common areas

1. Gateway Plaza

- Lawn
- Seating Plaza
- Floral Garden

2. Blossom Park

- Lawn
- Gazebo
- Floral Garden

3. Cultural Plaza

- Amphitheatre
- Multipurpose Lawn

4. Fun Zone

- Kid's Play Area
- Seating Plaza

5. Picnic Garden

- Seating Plaza
- Multipurpose Lawn
- BBQ Area

6. Sports Arena

- Futsal Court
- Multipurpose Sports Court
- Outdoor Badminton Court
- Box Cricket
- Jogging Track
- Multipurpose Lawn
- Gazebo

7. Wellness Zone

- Multipurpose Lawn
- Seating Alcove
- Yoga/ Meditation Deck

8. Children's Play Park

- Playing Field
- Seating Plaza

9. Adventure Park

- Play Zone
- Gazebo
- Skating Rink
- Mounds
- Play Wall

9. Orchard Park

- Seating Plaza
- Nature Trail

10. Biodiversity Park 1 & 2

- Herb Garden
- Viewing and seating Decks
- Board Walk
- Miyawaki Forest

CLUB HOUSE AMENITIES

Outdoor Amenities

- Swimming Pool and Kid's Pool
- Pool deck with lounge
- Outdoor Party Lawn
- Visitor's Parking

Indoor Amenities

- Reception Lounge and Library
- Café
- Spa
- Multipurpose Hall with kitchen
- Crèche
- Indoor Games Room
- Gym
- Multi-activity Room

Plot Amenities

- Plot demarcation
- Water and Electrical services provision till plot entrance
- Sewerage Line provision till plot entrance

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ANNEXURE ‘K’
(Receipt-Promoter-1)

Received on or before execution hereof, of and)
from the within named Purchaser/s, the sum of)
Rs. 4,65,559/- (Rupees Four Lakhs Sixty Five)
Thousand Five Hundred Fifty Nine Only) vide)
~~cash/cheque/draft/pay order bearing No.~~)
_____ dated _____ drawn on)
_____)
_____)
_____)
_____ being the Booking)
Amount/ installment of the Purchase Price agreed)
to be paid by the Purchaser/s, to us as within)
mentioned)
)
)
)
) **Rs. 4,65,559/-**

Witnesses:
1.

For Arya Estate (Promoter-1)

2.

Authorised Signatory