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and reasonable acts, deeds, matters and things, conveyances and assurances in law whatsoever for the better further and more perfectly and absolutely granting unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required by the Purchaser, his heirs, executors, administrators or assigns or his Counsel in law for assuring the said Property and every part thereof hereby granted, conveyed, transferred and assured unto and to the use of the Purchaser in manner aforesaid.

AND THAT the Purchaser hereby irrevocably and unconditionally agrees and undertakes to the Vendors as under:

(a) the Purchaser shall pay the Balance Consideration to the Vendor No. 2 latest by 24/12/2021, time being of essence, without any delay, demur or excuse whatsoever. Simultaneously with the execution of this Deed, the Purchaser has handed over to the Vendor No. 2, post dated cheque being Cheque bearing No. 006574 dated 24/12/2021 drawn on DCB Bank Limited in favour of Vendor No. 2 for the payment of the Balance Consideration (hereinafter referred to as "**the said Post Dated Cheque**") which shall be deposited by the Vendor No 2. at any time on or after its aforesaid due date;

(b) the Vendor No. 2 shall be entitled to deposit the said Post Dated Cheque with its bank for clearing on or after its due date;

(c) the Purchaser shall maintain sufficient funds in his aforesaid bank account so that the said Post Dated Cheque is duly honoured by his abovenamed bank on its due date and for the entire validity period of the said Post Dated Cheque;

(d) the Purchaser shall not do or omit to do any acts, deeds, things or matters whatsoever which will directly/indirectly prevent the Vendor No. 2 from depositing the said Post Dated Cheque and/or realizing the value thereof, including but not limited to closing his concerned bank account with the aforesaid bank, sending any stop payment instructions to the aforesaid bank or otherwise however;

(e) the Purchaser shall not be entitled to delay, withhold or refuse the payment of the Balance Consideration to the Vendor No. 2 on any

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ground/s whatsoever;

(f) without prejudice to all other rights and remedies of the Vendors under the law, in equity and/or under this Deed, in case of any delay on the part of the Purchaser in making the payment of the Balance Consideration or any part thereof to the Vendor No.2, the Purchaser shall be liable to pay interest on such unpaid amount at the rate of 1.5% (one and half percent) per month;

(g) the Vendor No. 2 has and shall continue to have the exclusive charge over the said Property until the Balance Consideration and the interest thereof (if any) is duly paid to it by the Purchaser in terms hereof; and

(h) the physical as well as the juridical possession of the said Property shall continue to remain with the Vendor No. 2 until the Balance Consideration and the interest thereof (if any) is duly paid to it by the Purchaser in terms hereof;

(i) the Purchaser shall not be entitled to create any third party rights in the said Property or any part thereof until the Balance Consideration and the interest thereof (if any) is duly paid by the Purchaser to the Vendor No. 2 in terms hereof;

AND THAT simultaneously with receipt of the Balance Consideration and the interest thereof (if any), the Vendor No.2 shall hand over the vacant, quiet and peaceful possession of the said Property to the Purchaser.

AND the Purchaser agrees and understands that the scope of these presents is restricted to the said Property and it does not in any way relate to any other part of the Larger Property and/or the development potential thereof. The Vendor No.2/ the Vendor No. 1 shall be entitled to develop, sell, mortgage, use or otherwise deal with any other part of the Larger Property and/or the development potential thereof, at such time, on such terms and in such manner as the Vendor No.2/ the Vendor No. 1 may deem fit in their absolute discretion and neither the Purchaser nor his heirs, executors, administrators or assigns shall have any claim, demand, dispute or objection against the same. The Purchaser does not have and shall not have any claim/

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demand/ entitlement whatsoever in respect of any other part(s) of the Larger Property. Vide letter bearing Ref. No. Tha.Ma.Pa/Shavy2/Viyoank - 1263 dated 5th January 2016, (copy whereof is annexed hereto as Annexure "D"), the Assistant Town Planning Officer, Thane Municipal Corporation has confirmed that the Commissioner, Thane Municipal Corporation has granted in principal approval to the layout of a larger land (as described therein) which includes the said Property, submitted by the Vendor No. 2 through their Architects viz. Sakaar Architects under their letter dated 8th September 2015, on the terms and conditions stated therein. Copy of the above letter has been provided by the Vendor No.1 to the Purchaser and the Purchaser has perused and considered the same. The Purchaser shall, at his own costs, get the separate lay-out sanctioned in respect of the said Property under a separate Vikas Prastav - numbered for the said Property in his own name. The Purchaser shall at his own costs comply with all applicable conditions of the aforesaid in principal approval as far as the same relate to the said Property. The Vendor No.2 shall at its cost, comply with all remaining conditions of the aforesaid in principal approval. The parties herein agree and understand that the aforesaid in principal approval to layout has been obtained only for the ease of initial planning and in order to avail the benefit of maximum development potential. Necessary revised/ modified approval to layout and/or Sanction of Development Permission may be obtained by the Vendors in future as they may deem fit and the same shall be binding on the parties herein including the respective heirs/executors/administrators/assigns including flat/premises purchasers.

AND the Purchaser has through his Advocates investigated the title of the Vendors to the said Property and the Purchaser is fully satisfied with their title. The Purchaser has carried out the survey and measurement of the said Property and is satisfied with the area of the said Property. The Purchaser has through his Architects/ Engineers carried out technical/ architectural due diligence in respect of the said Property (including but not limited from Coastal Regulation Zone point of view) and the Purchaser is fully satisfied with the technical/architectural aspects of the said Property including but not limited to the area/ admeasurement, permitted user, zone,

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developability, etc.
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AND the Purchaser agrees and undertakes to apply to and cause, at his the costs of the Purchaser, the Land Revenue/ Land Records authorities to carry out due sub-division of the said Property from the remaining portions of the aforesaid two survey numbers and to issue separate 7/12 Extract for the said Property, latest within 3 (three) months from the date of this Deed of Conveyance. The Vendors shall not be held liable in any manner whatsoever for any delay or refusal by the concerned authorities for such sub-division and/or issuance of such separate 7/12 Extracts. The Purchaser agrees and undertakes to not apply for any development/ building permissions in respect of the said Property prior to issuance of the separate 7/12 Extracts for the said Property;

AND the Purchaser is aware that parts of the lands bearing Survey No. 68 (part) & 69 (part) are reserved for 30 metres D.P. Road under the Development Plan for Thane City (shown demarcated in **Red colour wash** on the plan hereto annexed as **Annexure "C"** and the same is hereinafter referred to as **"the said Adjacent D. P. Road Land"**). The D.P. Road is part of the above referred layout of a larger land for which the aforesaid in-principal approval has been granted by the Thane Municipal Corporation (**"TMC"**). The Vendor No. 1 and the Vendor No.2 agree and undertake to transfer/ surrender the said Adjacent D. P. Road Land to TMC upon a demand from TMC at the earliest possible. Until the said Adjacent D. P. Road Land is transferred / surrendered to TMC, the Purchaser shall have, on non-exclusive basis, free, clear and unhindered right of ingress and egress to the said Adjacent D. P. Road Land. The Vendor No. 1 and the Vendor No.2 shall not have any objection and further agree and undertake not to obstruct any movements, passing and re-passing of the Purchaser, his assigns / agents and his staff/ employees/ representatives/ consultants/ visitors, etc., his trucks, construction vehicles, cars and other vehicles through the said Adjacent D. P. Road Land or any part thereof.

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AND THAT the stamp duty, registration charges and all other incidental charges/ expenses in respect of this Deed and other documents/writings that may be executed between the Parties herein in connection with the transaction recorded herein, shall be borne and paid by the Purchaser alone.

AND that all the recitals contained above the operative part of this Deed, shall form an integral part of this Deed as if the same have been incorporated verbatim in the operative part of this Deed.

AND the Vendor No.2 undertakes that it shall ensure that neither the Vendor No. 1/ its members shall make any claim in respect of the said Property or any part thereof in future. In case, in future if any obligation of the Vendor No.2 to the members of the Vendor No. 1 are found to be outstanding, the Vendor No.2 alone shall be responsible for complying with/satisfying the same and the Vendor No.2 shall keep the Purchaser fully and effectively indemnified from the claims that may be made by them. In case the Purchaser suffers any loss or damage due to any claim or dispute from the members of the Vendor No. 1 in respect of the said Property or any part thereof, the Vendor No. 1 and the Vendor No.2 have agreed to indemnify the Purchaser for such loss and damage. It is hereby recorded that the Purchaser has paid the aforesaid part consideration and has agreed to pay the Balance Consideration to the Vendor No. 2, on a specific request and instruction of the Vendor No.1, as the total consideration amount towards the purchase of the said Property. The arrangement in respect of the payment as stated above, is in pursuance of an internal understanding of the Vendors inter-se, without having any bearing on the Purchaser in any way whatsoever. It is further agreed that neither the Vendor No.1/the Vendor No.2 nor any other person/s claiming legally and/or equitably through them shall raise any kind of objection, or raise any demand in respect the aforesaid total consideration being paid by the Purchaser to the Vendor No.2 alone. The Vendor No.1 confirms that it shall not have any separate claim or demand whatsoever against the Purchaser for the total consideration of the

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said Property. The Vendor No.1 and Vendor No.2 shall indemnify and keep indemnified the Purchaser and/or any other person/s claiming legally and/or equitably through him, against all costs, demands, damages, litigations, cases, suits, etc. the Purchaser may face or incur due to the above internal understanding in respect of the payment of total consideration amount to the Vendor No.2.

AND the Parties herein shall bear and pay their respective Advocate's fees and costs.

AND The Income Tax PAN numbers of the parties are as under:

(i) The Vendor No. 1:-Narottam Nagar Co- Operative Housing Society Limited: AAEFN5778L

(ii) The Vendor No. 2:-Amber Apartment Makers Private Limited: AAACA4865A

(iii) The Purchaser:- Mr. Irshad Ahmed Munir Khan - AOAPK8147E

THE FIRST SCHEDULE ABOVE REFFERED TO

(Description of the Larger Property)

All those pieces and parcels of the land bearing Survey No. 35 /1, 35 / 2, 37 / 1/B, 39 / 1, 39 / 2, 39 /3/ A,39 /3/ B, 40 /1 , 40 /2, 41 to 49, 50/1, 50/2, 51/1, 51/2, 52, 53 to 61, 63, 64/1, 64/2, 65, 66/1, 66/2, 67, 68/ 1, 68/ 2,115 to 125 situate at Village Mumbra and Survey No. 53 to 77 at Village Sonkhar, Taluka and District Thane, Maharashtra.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said Property)

All those pieces and parcels of the land admeasuring approximately _3552.07 sq. mtrs. or thereabouts equivalent to **35.11 Gunthas** or thereabouts comprised in **Survey No.68 (part)** (admeasuring 313.62 sq. mtrs. or thereabouts equivalent to **3.10 Gunthas** or thereabouts) and comprised in Survey No.69 (part) (admeasuring _3238.45 sq. mtrs. or thereabouts

equivalent to **32.01 Gunthas** or thereabouts) of Village **SONKHAR** Taluka Thane and District Thane within Thane Municipal Corporation limit and shown demarcated with **PINK** colour hatched lines on the plan hereto annexed as **Annexure "B"**(which form part of the Larger Property more particularly described in the First Schedule hereinabove written)and the same is bounded as under:

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१८० / १०

On or towards North :	S. No. 69 part Sonkhar;
On or towards South :	30 mtrs D.P. Road;
On or towards West :	S. No. 38/1 & 40/1 Kausa;
On or towards East :	S. No. 69 Part Sonkhar.

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

SIGNED AND DELIVERED by the)
Withinnamed Vendor No.1 **NAROTTAM NAGAR**)
CO-OPERATIVE HOUSING SOCIETY LTD.)
Through its)

(1) Chairman
Mr. Narendra Kanhaiyalal Mundra




(2) Managing Committee Member
Mr. SUNIL KADAM
Authorised under the resolution passed by its
Managing Committee on 30th April, 2021
in the presence of




1.

2.

NOTARY
M. H. KHAN
Reg. No. 7179
THANE
MAHARASHTRA
GOVT. OF INDIA

THE SEAL OF THE SUB-REGISTRAR
दुय्यम निबंधक, ठाणे-२ यांची मुद्रा
ठाणे - २

ठाणे -- २
दस्त क्रमांक 9708/2021
९८

SIGNED AND DELIVERED by the Withinnamed)
Vendor No.2 AMBER APARTMENT MAKERS)
PRIVATE LIMITED through its)

(1)Director,)
Mr. ANIL S. MITTAL, and)





(2) Authorised Signatory)
Mr. RAMESH VALECHA)
Duly authorised under its resolution passed by)
its Board of Directors on 26th March, 2021)
in the presence of)





1.

2.

SIGNED AND DELIVERED by the)
Withinnamed Purchaser)





MR. IRSHAD AHMED MUNIR KHAN)

in the presence of
1.

2.

ठाणे - २
दस्त क्रमांक १४७२०/२०२१
१९ / ००

RECEIPT

RECEIVED of and from the within-named)
Purchaser, the sum of **Rs.30,54,400/-**)
(Rupees Thirty Lakhs Fifty Four Thousand and Four)
Hundred only)(subject to deduction of Tax Deductible at)
Source) being the part consideration)
payable by the Purchaser to us as within)
mentioned) Rs.30,54,400/-

We say received

For **Amber Apartment Makers Pvt. Ltd.,**

(1) **Mr.ANIL S. MITTAL**
(Director)

(2) **Mr. RAMESH VALECHA**
(Authorised Signatory)

TRUE COPY
M H. KHAN
ADVOCATE & NOTARY
Kismat Colony, Kausa-Mumbra, Thane
6 AUG 2021

Witness:
1.
2.

NOTARY
M. H. KHAN
Reg. No. 7179
THANE
MAHARASHTRA
GOVT. OF INDIA

THE SEAL OF THE SUB-REGISTRAR
उपनिबंधक, ठाणे-२ यांची मुद्रा
ठाणे - २
THANE - 2

महाराष्ट्र शासन

गाव नमुना सात

अधिकार अभिलेख पत्रक

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवही (तयार करणे व सुस्थितीत ठेवणे) नियम १९७९ यातील नियम ३,५,६ आणि ७]

गाव :- खोणखार (मुंब) तालुका :- ठाणे जिल्हा :- ठाणे

भूमापन क्रमांक व उपविभाग ११ | सुधारणा पद्धती भोगवटादार वर्ग -२

शेताचे स्थानीक नाव		भोगवटादाराचे नाव	क्षेत्र	आकार	पो.ख.	फेरफार क्र.	खाते क्रमांक
क्षेत्र एकक	हे.आर.चौ.मी	मनोरमा नगर को ऑप हौसिंग सो. लि.चे.चेअरमन सुंदरदास मोरारजी सुखरीया	२.१०.४०	८.५०	०.१६.००	(३)	४ सुधारीत नाव
जिरायत	-						
बागायत	-						
ताती	-						
दरकस	-						
इतर	२.१०.४०						
एकुण क्षेत्र	२.१०.४०						
पोट-खराब (लागवडीस अयोग्य)							
वर्ग (अ)	०.१६.००						
वर्ग (ब)	-						
एकुण पो ख	०.१६.००						
आकारणी	८.५०						
जुडी किंवा विशेष आकारणी	-						

टन न - २
दस्त क्रमांक १७२०/२०२१
२१ / १०

ई महाभूमि

जुने फेरफार क्र	(१),(३),(४),(७),(९),(१३)	सीमा आणि भूमापन चिन्हे

हा ७/१२ अभिलेख (दि.०५/१२/२०११ ३:५८:२२ PM रोजी) डिजिटल स्वाक्षरीत केला असल्यामुळे स्वाक्षरी फोलपाची वही-शिक्क्याची आवश्यकता नाही. पृष्ठ क्र. १

सूचना : सदर ७/१२ डिजिटल स्वाक्षरीत झाल्यानंतर म.ज.म.अ. १२ मध्ये दिलेली तरतुदीस अधिन राहुन कोणत्याही व्यक्तिला सदर अभिलेख https://bhulekh.mahabhumi.gov.in या संकेत स्थळावर पहाता, ७/१२ डाउनलोड व प्रिंट दि. : २३/०६/२०२१ : १२:१९:०० PM, वेळेस पडताळणीसाठी https://digitalsatbara.mahabhumi.gov.in/dar/ या संकेत स्थळावर खातेदार 31091600186283 हा क्रमांक दयावा.

THE SEAL OF THE SUB-REGISTRAR दुय्यम निबंधक, ठाणे - २ ठाणे - २ THANE - 2

NOTARY GOVT. OF INDIA

गाव नमुना बारा

पिकांची नोंदवही

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१ यातील नियम २९]

गाव :- सोनखार (मुक्त) तालुका :- ठाणे जिल्हा :- ठाणे

भूमापन क्रमांक व उपविभाग ६१

		पिकाखालील क्षेत्राचा तपशील									लागवडीसाठी उपलब्ध नसलेली जमीन		जल सिंचनाचे साधन	शेरा
		मिश्र पिकाखालील क्षेत्र			घटक पिके व प्रत्येकाखालील क्षेत्र			निर्मळ पिकाखालील क्षेत्र						
वर्ष	हंगाम	निव्वळ पेरणी क्षेत्र	जल सिंचित	अजल सिंचित	पिकांचे नाव	जल सिंचित	अजल सिंचित	पिकांचे नाव	जल सिंचित	अजल सिंचित	स्वरूप	क्षेत्र		
(१)	(२)	(३)	(४)	(५)	(६)	(७)	(८)	(९)	(१०)	(११)	(१२)	(१३)	(१४)	(१५)
			हे.आर.चौ.मी	हे.आर.चौ.मी		हे.आर.चौ.मी	हे.आर.चौ.मी		हे.आर.चौ.मी	हे.आर.चौ.मी		हे.आर.चौ.मी		
२०१६-१७	खरीप										पुढीत	२.१०४०		
२०१७-१८	रब्बी										पुढीत	२.१०४०		
२०१८-१९	खरीप										पुढीत	२.१ .०		

ठाणे - २

दस्त क्रमांक १४७ २०/२०२१

२२/१०/२०२१

NOTARY M. H. KHAN Regd. No. 7172 THANE GOVT. OF INDIA

हा ७/१२ अभिलेख (वि.क्र/१२/२०१८/३.क्र.५४१५) सौजी, डिजिटल स्वाक्षरीत केला असल्यामुळे त्यावर सोनखारी सही-शिक्क्याची आवश्यकता नाही. पृष्ठ क्र. २ / २

सूचना : सदर ७/१२ डिजिटल [illegible] नियम १९.४.१. १३ मधील तरतुदीनुसार तयार केलेला आहे. सदर ७/१२ अभिलेख [illegible] पडताळणीसाठी https://bhulekh.mahabhumi.gov.in/ या संकेत स्थळावर पाठवून 11091000618662S3 हा क्रमांक द्यावयाचा.

THE SEAL OF THE SUB-REGISTRAR दुय्यम निबंधक, ठाणे-२ यांची मुद्रा ठाणे - २ THANE - 2