पावती

Original/Duplicate

नोंचणी हो. :39म Regn.:39M

Friday, May 19, 2023 5:14 PM

पावती कं.: 6712

दिनांक: 19/05/2023

गावाचे नाव: टिटवाळा

दस्तऐवजाचा अनुक्रमांक: कलन1-5109-2023

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: मियुन मोहन ठोंबरे -

नोंदणी फी

ह. 1799d.00

दस्त हाताळणी फी

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पृष्ठांची संख्या: 72

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कल्याण क्र. १

बाजार मुल्य: रु.1567500 /-भोबदला रु.1799000/-

भरलेले मुद्रांक शुल्क : रु. 36980/-

1) देयकाचा प्रकार: DHC रक्कम: रु.1440/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1905202311246 दिनांक: 19/05/2023

बॅकेचे नाव व पत्ताः

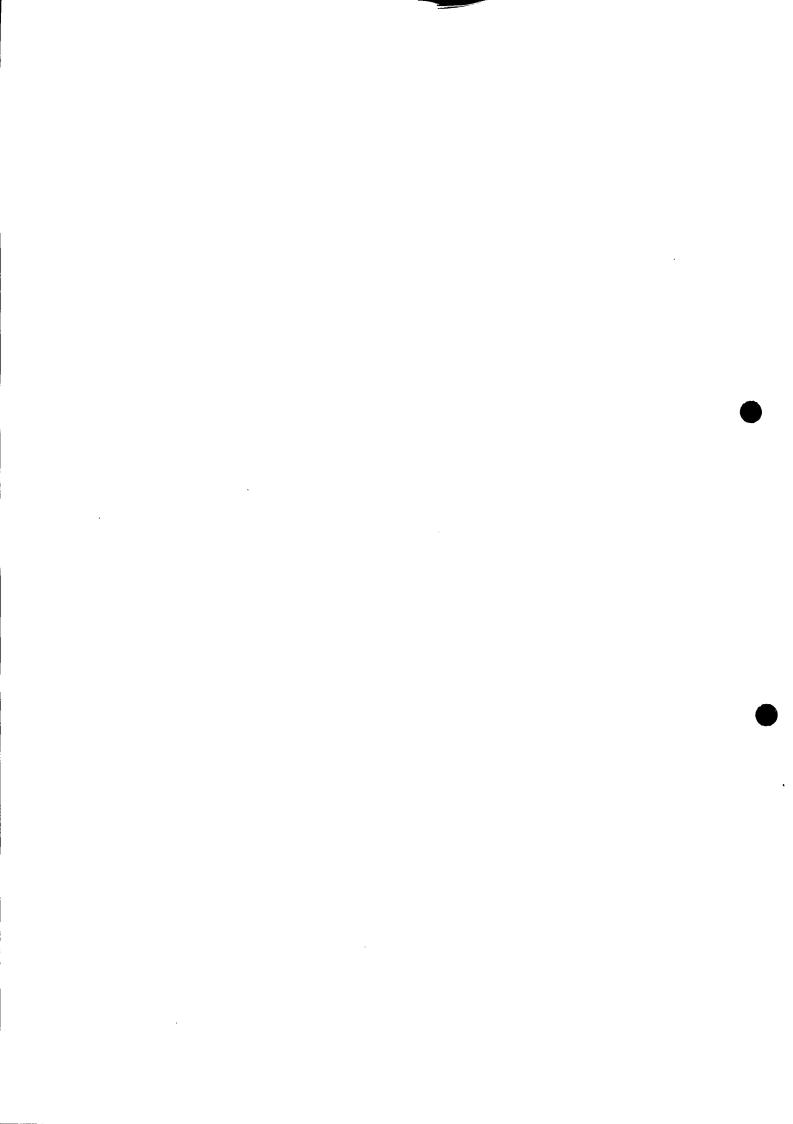
2) देयकाचा प्रकार: eChallan रक्षम: क.17990/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH002233997202324E दिनांक: 19/05/2023

वँकेचे नाव व पत्ता:

मुद्रांक शुल्क माफी असल्यास तपशिल :-

1) Exemption to EWS purchaser purchasing residental unit in project approved under Pradhan Mantri Awas Yojana- Housing for Ali (Urban). : No.Mudrank-2015/1745/UOR.24/CR-573/M-1 Dated 31/3/2018 (EWS)



70.5109 Friday, May 19, 2023

Original/Duplicate पावती

नोंदणी क्रं. :39म Regn.:39M

दिनांक: 19/05/2023 पावती क्रं.: 6712

गावाचे नाव: टिटवाळा

5:14 PM

दस्तऐवजाचा अनुक्रमांक: कलन1-5109-2023

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: मिथुन मोहन ठोंबरे -

नोंदणी फी

₹. 17990.00

दस्त हाताळणी फी.

पृष्ठांची संख्या: 72

হ. 1440.00

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कल्याण क्र. १

बाजार मुल्य: रु.1567500 /-मोबदला रु.1799000/-

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1) देयकाचा प्रकार: DHC रक्कम: रु.1440/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1905202311246 दिनांक: 19/05/2023

बॅकेचे नाव व पत्ता:

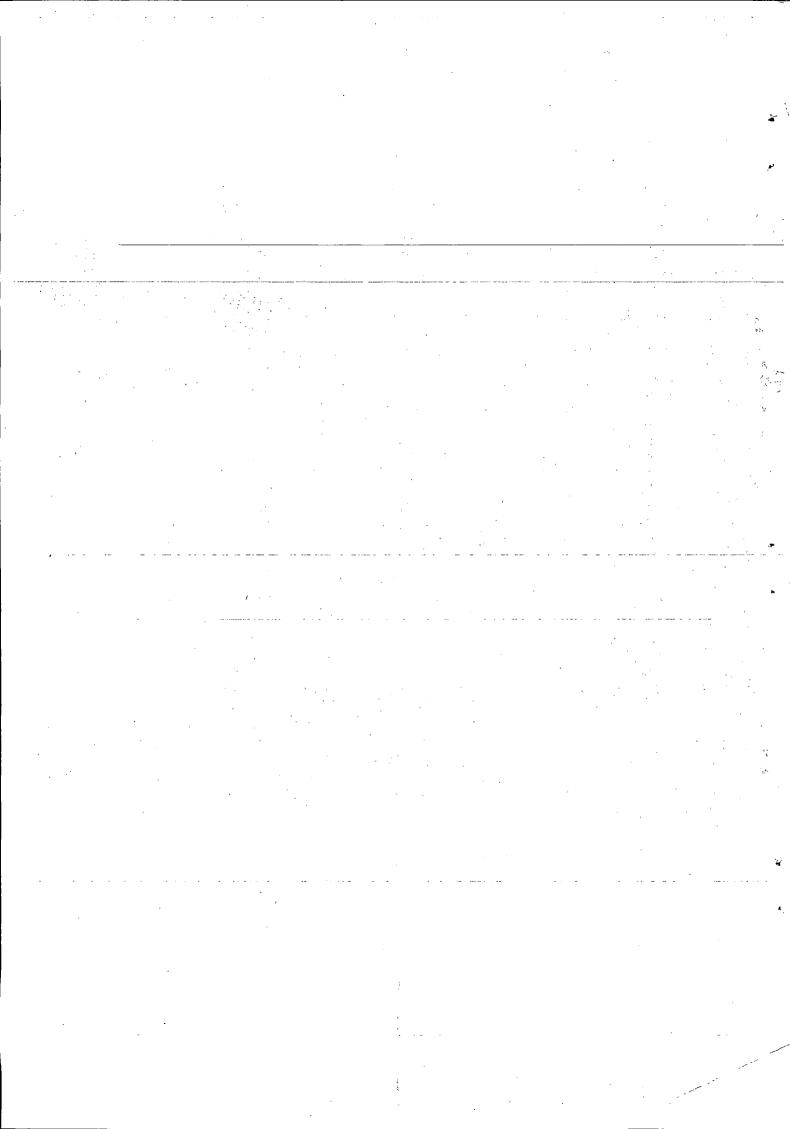
2) देयकाचा प्रकार: eChallan रक्कम: रु.17990/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH002233997202324E दिनांक: 19/05/2023

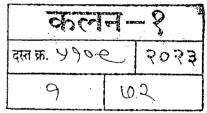
बँकेचे नाव व पत्ता:

मुद्रांक शुल्क माफी असल्यास तपशिल :-

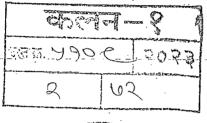
1) Exemption to EWS purchaser purchasing residental unit in project approved under Pradhan Mantri Awas Yojana- Housing for All (Urban). : No.Mudrank-2015/1745/UOR.24/CR-573/M-1 Dated 31/3/2018 (EWS)



		मूल्यांकन पत्र	क (शहरी क्षेत्र - वांधीव)		
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CHALLAN MTR Form Number-6

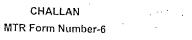


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Department Inspector General Of Registr	ation	1.			Payer Details	 5				
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Location THANE										
Year 2023-2024 One Time		Flat/Block	k No.	CHAF	RMS PADAMA	VATI RO	OYAL			
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Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवळ दुरयम निवधक कार्यालयात नोदंणी करावयाच्या दस्तांसाठी लागु आहे . नोदंणी न करावयाच्या दस्तांसाठी सदर चलन नागु

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Stamp Duty Type of Payment Registration Fee		TAX ID / TAN	(If Any)						
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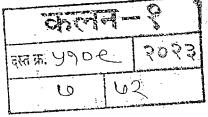
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Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defendant 1.1
1	(iS)-70-5109	0001216701202324	19/05/2023-17:14:00	IGR124	Defacement Amount
,2	(iS)-70-5109	0001216701202324	19/05/2023-17:14:00	IGR124	17990.00
			Total Defacement Amount		36980.00 54,970.00





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	Receipt of Docu	ment Handling Char	ges	
PRN	1905202311246	Date	19/05/2023	
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Receipt of Document Handling Charges

PRN

1905202311246

Receipt Date

19/05/2023

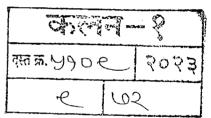
Received from MS CHARMS DEVELOPERS, Mobile number 1111111111, an amoun of Rs.1440/-, towards Document Handling Charges for the Document to be registered on Document No. 5109 dated 19/05/2023 at the Sub Registrar office S.R. Kalyan 1 of the District Thane.

DEFACED

Payment Details

Bank Name	IBKL	Payment Date	19/05/2023
Bank CIN	10004152023051909870	REF No.	2835475350
Deface No	1905202311246D	Deface Date	19/05/2023

This is computer generated receipt, hence no signature is required.





कार्तन-१ व्याक्त. ५१० स २०२३ १० ७२

Agreement for Sale

This Agreement made at Kolyman this 19th day of Play Sthawled Two Thousand and Twenty Three between M/S. CHARMS DEVELOPERS, (PAN – AAEFC2381G) a partnership firm through its partner MR. DHIRAJ PATEL Age-56 Years having its registered address at Office No. 1 & 2, 1st Floor, Charms Group, Rosa Royale, opp Eden SuperMarket, Patlipada, Godbunder Road, Thane – 400615 hereinafter referred to as "Promoter" as ONE PART

And

MR. MITHUN MOHAN THOMBARE - 40 YEARS (ADHAR NO -960298250500) (PAN- AIUPT9910C), MRS. SONALI MITHUN THOMBARE -34 YEARS (ADHAR NO- 839091889479), (PAN-AXXPP5189P), an/all adults, Indian Inhabitants having its residential address at Near Hanuman Mandir, Milkatkhar Yelawane, Saral, Raigad, 402209. hereinafter collectively 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 such individual's heirs, executors and administrators and permitted assigns; and in all cases all persons claiming by under or through such Allottee/s including his/her/their/its successors in interest) of the OTHER PART.

WHEREAS by and three diverse Agreements/Conveyances executed between the Vendors therein and the Promoter of the Other Part, the Vendor agreed with the Promoter for the absolute sale to the Promoter/sold absolutely to the Promoter an immovable property being piece or parcel of freehold land bearing Survey No.89 Hissa No. 1A, Survey No. 95/2 Survey No. 95/10 and Survey No. 95/1A lying and being at Village Titwala, Taluka Kalyan, District Thane totally admeasuring 36,100 sq. mts. or thereabouts more particularly described in the First Schedule hereunder written (hereinafter referred to as "the Project land").

AND WHEREAS promoter has given a proposal to take up Pradhan Mantri AwasYojna (Urban) PPP mode on the Project land with detailed project for the said scheme.

AND WHEREAS project is approved by State Level Sanctioning and Monitoring Committee (hereinafter referred as "SLSMC") 27th meeting held on 2nd Day of November,2020 and also by State Level Appraisal Committee (hereinafter referred as "SLAC") during its 30th meeting held on 22nd day of September, 2020. Further the said

For Chams Developer

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scheme is approved by Central Sanctioning and Monitoring Committee (hereinafter referred to as "CSMC") during its 53rd meeting held on 22nd day of February, 2021.

AND WHEREAS based on the approval of SLAC, SLSMC and CSMC, the MOU and Letter of Intent has been issued for implementation of the Scheme for construction of Economically Weaker Sections (hereinafter referred to as "EWS") and Lower hroome Group (hereinafter referred to as "LIG") tenements.

दल क्र. ४१० ९ AND WHEREAS the Memorandum of Understanding (hereinafter referred as "MOU") Intered between Chief Officer, Kokan Board of Maharashtra Housing & Area Development Board (hereinafter referred to as "MHADA") on behalf of Mission Director/ Pradhan Mantri AwasYojna and Chief Executive Officer, Maharashtra Housing and Area Development Authority (hereinafter referred as "MHADA") and Promoter for development of the project land as per approved scheme.

AND WHEREAS MHADA vide its letter dated PMAY/14/2022 dated 17th anuary 2022/ has given the approval for development on project land with global FSI of 1.60, subject to terms and conditions mentioned therein, for proposed development of Economically Weaker Sections (hereinafter referred to as "EWS") and Lower Income Group (hereinafter referred to as "LIG") tenements.

AND WHEREAS MHADA vide its letter dated EE/BP/PMAY/A/MHADA/144/ 2022 dated 25th March 2022, has given the Intimation of approval for development on project-land subject to terms and conditions mentioned therein.

AND WHEREAS MHADA vide its letter dated EE/BP/PMAY/A/MHADA/227/ 2022 dated 6th May 2022, has given the Commencement Certificate up to plinth for development on project land subject to terms and conditions mentioned therein.

AND WHEREAS Promoter shall construct 100% built up area in the form of tenements under EWS and LIG Categories only. Promoter shall sale 50% of the built up area component at price not exceeding the price agreed between promoter and MHADA and balance at the market price.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Promoter has proposed to construct on the Project land 12 (Twelve) affordable housing building viz. "Charms Padamavati Royal" having 8 (Eight) "1" (one) ground and "7" (Seven) upper floors, 3 (Three) "1" (one) ground and "11" (Eleven) upper floors and 1 (one) Amenity Building having "1" (one) ground floor and "3" Upper Floors. Total tenements comprises of residential units and Amenity building units.

AND WHEREAS the Allottee is offered an Apartment/Flat bearing number 201 on the 2nd floor, (herein after referred to as the said "Apartment") in the Building No. 10, A Wing having "1" (One) ground and "7" (Seven) upper floors under "PHASE I" of "Charms Padamavati Royal" (herein after referred to as the said "Building") being constructed in the said project, by the Promoter.

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AND WHEREAS the Allottee claims that it falls within the definition of Pradhan Mantri Awas Yojna and is eligible to get Apartment/Flat allotted in the Pradhan Mantri Awas Yojna (Urban) PPP Mode Scheme under category of Economic Weaker Section (EWS) or Lower Income Group (LIG).

AND WHEREAS the Promoter has entered into a Standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

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

AND WHEREAS the Promoter has sole and exclusive right to self the Apartments in the said building/s to be constructed by the Promoter on the Project and and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Project land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are -and 'B', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-.

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

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building

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AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the concerned local authority.

दल क्र. ५५० ६ २०२३

AND WHEREAS the Promoter has accordingly commenced construction of the 3 said buildings in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. 201 on 2nd Floor in Building no. 10, A Wing being constructed in the Charms Padamavati Royal Phase I of the said Project,

AND WHEREAS the carpet area of the said Apartment is 30 square meters and carpet area pleans the net usable floor area of an apartment, excluding the area covered, by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS the "Exclusive Verandah Balcony Terrace" (herein after referred as "EVBT") area of the said Apartment is 7.18 Square Meters.

AND WHEREAS, 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;

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. 1,79,900/- (Rupees One Lakh Seventy Nine Thousand Nine Hundred Only), being part payment of the sale consideration of the Apartment agreed to be allotted by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority bearing Maharera Registration Number P51700045436 for Phase 1 comprising of 5 (Five) Affordable Housing Buildings and Maharera Registration Number P51700045389 for Phase 2 Comprising of 7 (Seven) Affordable Housing Buildings including Amenity Building.

The present Agreement is in respect of the flat/unit/s forming part of the sale component in Phase 1 of Sale Component Building No. 4, 5, 6, 10 & 11 to be known as "Charms Padamavati Royal Phase I" (herein after referred to as "THE SAID BUILDING") registered with the RERA under name as Charms Padamavati Royal Phase I;

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AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

A. The Allottee/s has/have, in pursuance to what is stated herein, verified satisfied himself/herself/themselves/itself & accepted the entitlement of the Promoters to develop the entire sale in situ from and out of the said project on the said property as clear and marketable and has/have agreed and undertaken to not to take any requisitions/objections thereof at any time hereafter;

- B. The Promoter have got approved from the concerned local authority, the plans, specifications, elevations, sections and details of the said Building and the same have been seen verified and accepted by the allottee/s herein;

 The present layout, design, elevation, plans etc. may be required to be amended from time to time by the Promoters and the Allottee/s has entered into the present Agreement knowing fully well that the scheme of development proposed to be carried out by the Promoters on the said property may take very long time, therefore the Promoters may require to amend, from time to time the plans, ayout design, elevation etc. and the Allottee/s has no objection to the Promoters making such amendments, however in the event the area and location of the subject Predices is required to be altered and/ or modified and/ or changed, then the Promoters will obtain the consent from the Allottee/s;
- C. The Allottee/s confirm having seen, perused, verified and understood all the chain deeds and documents including all the plans and specifications approved by the concerned authority at present and the proposed changes/modifications which the promoter proposes to make in the plans on respect of the proposed building including but not limited to the aforesaid documents, writing etc. and have fully satisfied himself/herself/themselves/itself towards the same in all aspects/respects and accordingly obtained independent advise off the present transactions and the chain documents stated herein from his/her/their/its advisor/s and consultants and lawyers and accordingly thereafter agreed to enter into this Agreement with the full knowledge thereof realizing that this Agreement is subject to the terms and conditions contained in the above mentioned documents;

The Allottee/s herein has/have prior to the execution of this agreement independently have seen verified and perused the title certificate annexed to this agreement and also otherwise satisfied himself/herself/themselves/itself about the title of the said property and the Promoter's rights to develop the said property and have accepted the same as it stands and he/she/they/it shall not hereafter be entitled, to further investigate the title in respect of the said property and the rights of the Promoters herein and no requisitions or objection/claims shall be raised on any matter relating to the title of the said property and the rights of the promoter to develop the said property and the promoters shall carry out the development in the manner as the promoter may deem fit and proper without and interference by the Allottee/s hereinafter execution of this agreement and any such claims/demands shall not be entertained by the promoter

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Flat) and the garage/covered parking (if applicable)

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

1. It is agreed between the parties hereto that all the recitals of this Agreement shall form part and parcel of the operative part of this Agreement and shall be read accordingly:

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The Promoter shalf construct the said building as per approved plans, consisting of ground and "7" (Seven) upper floors, ground and "11" upper floors, ground and "3" upper floors, as the case may be, on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

- The Allotter hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. 201 in Building no. 10, A-Wing on Floor in the project to be known as "Charms Padamavati Royal" (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexure C-1 and C-2 for the consideration of Rs. 17,99,000/- which includes amount approved by CSMC (Central Sanctioning & Monitoring Committee) of Rs. 15,41,199/- after adjusting State Subsidy of Rs.1,00,000/- and Central Subsidy of Rs. 1,50,000/- And amount of Rs. 2,57,801/- is being pass through charges, being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (The price of the Apartment including the proportionate price of the common areas and facilities). The consideration amount is inclusive of Stamp Duty, Registration, Cess, LBT, GST, Infrastructure charges, One Year Maintenance deposit, Share certificate, Clubhouse charges, Electricity Charges & etc.
- 1.2. The allottee is aware of the fact based on its declaration of being qualified as member of Economic Weaker Section (EWS) or Lower Income Group (LIG), it enjoys the subsidy benefits granted by Central and State Governments for this project. In case of false declaration, Allottee will surrender the flat without any claim and will indemnify Promoter and Firm for the loss which they have incurred due to false declaration.

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1.3. The Allottee has paid on or before execution of this agreement a sum Rs. 1,79,900/- (Rupees One Lakh Seventy Nine Thousand Nine Hundred Only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that

Promoter the balance amount of Rs. 16,19,100/- (Rupees Sixteen Lakh Nineteen Thousand One Hundred Only) in the following manner:-

1. Amount of Rs. 3,59,800/- (Rupees Three Lakh Fifty Nine Thousand Eight Hundred Only.) (Not exceeding 30% of the total consideration) to be paid to the Promoter on or after the execution of Agreement.

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- 2. Amount of Rs. 89,950/- (Rupees Eighty Nine Thousand Nine Hundred & Fifty Only.) (Not exceeding 35% of the total consideration) to be paid to the Promoter on or after the Completion of Excavation.
- Amount of Rs. 1,79,900/-(Rupees One Lakh Seventy Nine Thousand Nine Hundred Only.) (Not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

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4. Amount of Rs. 71,960/-(Rupees Seventy One Thousand Nine Hundred & Sixty Only.) (Not exceeding 49% of the total consideration) to be paid to the Promoter on completion of the First Slabs of the building of Wing in which the said Apartment is located.

5. Amount of Rs. 71,960/- (Rupees Seventy One Thousand Nine Hundred & Sixty Only.) (Not exceeding 53% of the total consideration) to be paid to the Promoter on completion of the Second Slabs of the building or wing in which the said Apartment is located.

- 6. Amount of Rs. 71,960/- (Rupees Seventy One Thousand Pline Hundred & Sixty Only.) (Not exceeding 57% of the total consideration to be paid to the Promoter on completion of the Third Slabs of the building or wing in which the said Apartment is located.
- 7. Amount of Rs. 71,960/- (Rupees Seventy One Thousand Nine Hundred & Sixty Only.) (Not exceeding 61% of the total consideration) to be paid to the Promoter on completion of the Fourth Slabs of the building or wing in which the said Apartment is located.
- 8. Amount of Rs. 71,960/- (Rupees Seventy One Thousand Nine Hundred & Sixty Only.) (Not exceeding 65% of the total consideration) to be paid to the Promoter on completion of the Fifth Slabs of the building or wing in which the said Apartment is located.
- 9. Amount of Rs. 35,980/- (Rupees Thirty Five Thousand Nine Hundred & Eighty Only.) (Not exceeding 67% of the total consideration) to be paid to the Promoter on completion of the Sixth Slabs of the building or wing in which the said Apartment is located.
- 10. Amount of Rs. 35,980/- (Rupees Thirty Five Thousand Nine Hundred & Eighty Only.) (Not exceeding 69% of the total consideration) to be paid to the Promoter on completion of the Seventh Slabs of the building or wing in which the said Apartment is located.
- 11. Amount of Rs. 17,990/- (Rupees Seventeen Thousand Nine Hundred & Ninety Only.) (Not exceeding 70% of the total consideration) to be paid to

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the Promoter on completion of Eight Slabs of the building or wing in which the said Apartment is located.

12. Amount of Rs. 35,980/- (Rupees Thirty Five Thousand Nine Hundred & Eighty Only.) (Equivalent to 2% of the total consideration) to be paid to the Promoter on Walls & Internal plaster, of the building or wing in which the said Apartment is located.

13. Amount of Rs. 53,970/- (Rupees Fifty Three Thousand Nine Hundred & Seventy Only.) (Equivalent to 3% of the total consideration) to be paid to the Promoter on Door & Windows of the building or wing in which the said Apartment is located.

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Amount of Rs. 53,970/- (Rupees Fifty Three Thousand Nine Hundred & Seventy Only.) (Equivalent to 3% of the total consideration) to be paid to the Promoter on Completion of the Sanitary fittings, staircases, lobbies of the building or wing in which the said Apartment is located.

Amount of Rs. 1,07,940/- (Rupees One Lakh Seven Thousand Nine Hundred & Forty Only.) (Equivalent to 6% of the total consideration) to be paid to the promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

- 16. Amount of Rs. 89,950/- (Rupees Eighty Nine Thousand Nine Hundred & Fifty Only.) (equivalent to 5% of the total consideration) to be paid to the Promoter on completion of the installation of lifts and electrical fittings.)
- 17. Amount of Rs. 1,07,940/- (Rupees One Lakh Seven Thousand Nine Hundred & Forty Only.) (Not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the water pumps, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building.
- Amount of Rs. 89950/- (Rupees Eighty Nine Thousand Nine Hundred & Fifty Only.) (Not exceeding 100% of the total consideration) to be paid to the Promoter at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1.4. The Total Price comprises of

a) all Taxes (consisting of tax paid or payable by the Promoter by way of Goods & Service Tax, and Cess or any other similar taxes at current prevailing rates which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment. The Allottee shall pay the taxes as and when requested by the Promoter and terms and conditions pertaining to payment of total sale consideration duly apply to the taxes demanded. Other than the above

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mentioned taxes if there is any variation in the taxes allottee is liable to pay that tax.

b) Stamp Duty and Registration paid by Promoter on behalf of Allottee! 「一

c) Club Charges, Share Certificate, Society Formation, One Year Maintenance Deposit, Infrastructure Charges& Electricity Deposits.

.5. Terms and conditions pertaining in letter of allotment, unless expressly not covered in this agreement or in draft model agreement as per MakaRERA will continue to remain and Allottee and promoter agrees to abide the same

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

- 1.7. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1.8. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 1.9. The Allottee for any circumstances decides to cancel the allotment of its flat, allottee agrees to bear the cost incurred by the promoter in connection with sale of property, administrative charges, brokerages, holding cost, etc. Promoter shall recover such share of cost incurred in connection with the said flat from the allottee and refund the balance amount within 45 days from the day of request. Under any circumstances, recovery for expenses incurred against said flat shall not exceed 10% of the total consideration. Further Allottee agrees that in event

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of cancellation of allotment, it will make good of loss of subsidy and other benefits to be received by promoter for the unit allotted to the allottee.

2.1. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after feceiving the occupancy certificate or the completion certificate or both, as the

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Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

The promoter hereby declares that the permissible Area available as on date in respect of the project Land is 58,706.51 square meters only. The promoter has disclosed the area of 49,833.36 square meter as proposed to be utilized by him on the project land in the said project and Allottee has agree to purchase the said Apartment based on the proposed construction and sale of apartment to be carried out by the promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

- 4.1. If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
- 4.2. Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

 Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the

Promoter shall refund to the Allottee amount as referred in clause 1(i) within a period of forty five days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter. Allottee agrees that in event of termination of agreement, it will make good of loss of subsidy and other benefits to be received by promoter for the unit allotted to the allottee.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts shall be as per the requirement furnished by MHADA and agreed by promoter in terms of MOU entered by promoter with MHADA for the buildings to be developed under this scheme.

6. The Promoter shall give possession of the Apartment to the Allottee on or before 30th day of April 2027 or extended time due to force majeure situation and time limit duly extended on sou-moto basis by MAHARERA Authorities. If the Promoter Tails or neglects to give possession of the Apartment to the Allottee on account of reason beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already respect of the Apartment with interest at the same rate as may mentioned in the clause of 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of: -

- (i) Act of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters etc.;
- (ii) Explosions or accidents, air crashes and shipwrecks, act of terrorism;
- (iii) Strikes or lockouts, industrial dispute;
- (iv) Non-availability of cement, steel, or other construction material due to strikes of manufacturers, suppliers, transporters, or other intermediaries or due to any reason whatsoever.
- (v) War and hostilities of war, riots, bandh, act of terrorism or civil commotion.
- (vi) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- 7.1. Procedure for taking possession The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months) from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 (seven) days of receiving the occupancy certificate of the Project.
- 7.2. The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are

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ready for me and occupancy. In absence of taking the possession it shall be deemed that possession has been taken and all the future levies shall start from that day.

Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 9.4 such Allottee shall continue

to be liable to pay maintenance charges as applicable.

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

The defect liability shall be limited to the Structural defect only, however, air cracks in plaster masonry, wrap page in doors and windows shall not be considered as defects. Defect liability shall not cover in force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability shall not be applicable on the readymade equipments/appliances, most of which are covered under direct warranty by the manufacturers themselves.

The defect liability shall cease to exist in case where the allottee or the other allottees of the building have done any alteration or other changes which is not in line with approved plans, after possession of the property.

- 8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. The Allottee shall use the parking space only for purpose of keeping or parking vehicle.
- 9.1. The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 9.2. The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Promoter in the said structure of the Building or wing in which the said Apartment is situated.

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9.3. The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Promoter in the project land on which the building is constructed.

9.4. Within 15 days after notice in writing is given by the Promoter to the Allottee that 2 the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building's namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building? Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. 1,500/- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

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

11. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER The Promoter hereby represents and warrants to the Allottee as follows:

i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

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There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;

Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the projectland and/or the Project except those disclosed in the title report.

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

i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated

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and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be replicable and liable for the consequences thereof to the concerned other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all

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the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

X. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

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i. Till 2 conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

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

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

15. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

16. BINDING EFFECT

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

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Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount, after deducting expenses as referred in clause 1(i), shall be returned to the Allottee without any interest or compensation whatsoever within stipulated time as mentioned in the said clause 1(i).

17. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereaf and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment.

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18. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Farties

19. PROVISIONS OF THIS AGREEMENT ALLOTTEE/SUBSEQUENT ALLOTTEES

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

20. SEVERABILITY

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

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

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

22. FURTHER ASSURANCES

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

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23. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in 30 days after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at.

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

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

MRS. SONALI MITHUN THOMBARE
MRS. SONALI MITHUN THOMBARE
Near Hanuman Mandir,
Milkatkhar Yelawane,
Saral ,Raigarh,Alibag,
402209
Email Id:- thombaremithun05@gmail.com

M/s. Charms Developers
Office No. 1 & 2, 1st Floor, Rosa Royale,
Opp Crown Building, Hiranandani Estate,
Patlipada, G. B. Road, Thane -400 615
Notified Email ID: developers@charmsgroup.in

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

26. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

27. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Promoter on the behalf of Allottee. In event of default or cancellation, allottee agrees to claim said stamp duty and registration from the respective authorities and allottee shall not claim any amount of stamp duty and registration paid, by the promoter

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28. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, shall be decided by a sole arbitrator, appointed with mutual consent, in accordance with the provisions of Arbitration and Conciliations Act, 1996. The venue of the arbitration shall be Thane or such other place as may be mutually agreed to between the parties and the award of the arbitrator (shall be rendered in English.

29. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Thana courts will have the jurisdiction for this Agreement IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Titwala Village, Taluka Kalyari, District Thangari, the presence of attesting witness, signing as such on the day first above written.

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First Schedule Above Referred to Description of the freehold and

Pradhan Mantri Awas Yojna under PPP Scheme "Charms Padamavati Royal" is situated on Plot bearing survey no. 89/1(A), 95/1(A), 95/2, and 95/10 as per TILR numbering, demarcated by its boundaries (Latitude and Longitude of the end points East – 89/1P and 92, West – 95/7 89/2 and 89/3, North – Survey No. 101 and 87, South – 30 m Wide D P Road of Division – Kokan, Village – Titwala, Taluka – Kalyan, District – Thane, Pin code – 421605, admeasuring 36100 SqMtrs being developed by M/s. Charms Developers.

Description of the Apartment

Apartment No. 201 in Building no. 10, A-wing of the type ONE BHK. of carpet area admeasuring 30 sq. meters on 2th Floor in the building "Charms Padamavati Royal".

Second Schedule Above Referred to

Nature, Extent and Description of Common Areas and Facilities.

Water Supply

Sewerage (Chambers, Septic Tank, STP)

Storm Water Drains

Land Scaping and Tree Planting

Street Lighting

Water Conservation, Rain Water Harvesting Energy Management

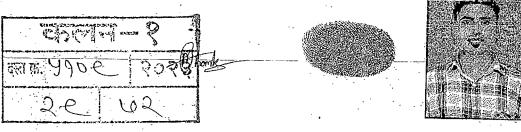
Fire Protection and Fire Safety requirements

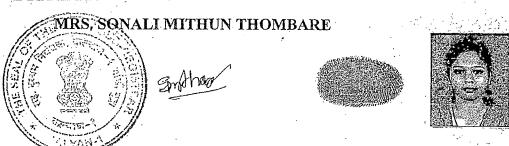
Electrical Meter Room

Part - Outhan

SIGNED AND DELIVERED BY THE WITHIN NAMED Allottee: (including joint buyers)

MR. MITHUN MOHAN THOMBARE



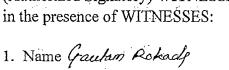


SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter.
For Charma Davalopera

Signature

MR. DHIRAJ PATEL
Partner of M/s. Charms Developers
(Authorized Signatory) WITNESSES:
in the presence of WITNESSES:





2. Name Nilesh Hindurao Signature

RECEIPT

Received a sum of Rs. 1,79,900/- (Rupees One Lakh Seventy Nine Thousand Nine Hundred Only) from time to time prior to execution of this agreement in the following manner

Date	Cheque	Amount	Bank
	No.		
21.03.23	Online	5,000/-	Central Bank Of India
21.03.23	Online	20,000/-	Central Bank Of India
11.04.23	703661	1,54,900/-	Central Bank Of India

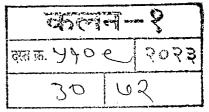
from the purchaser herein as and by way of advance / part consideration subject to realisation.

We say received

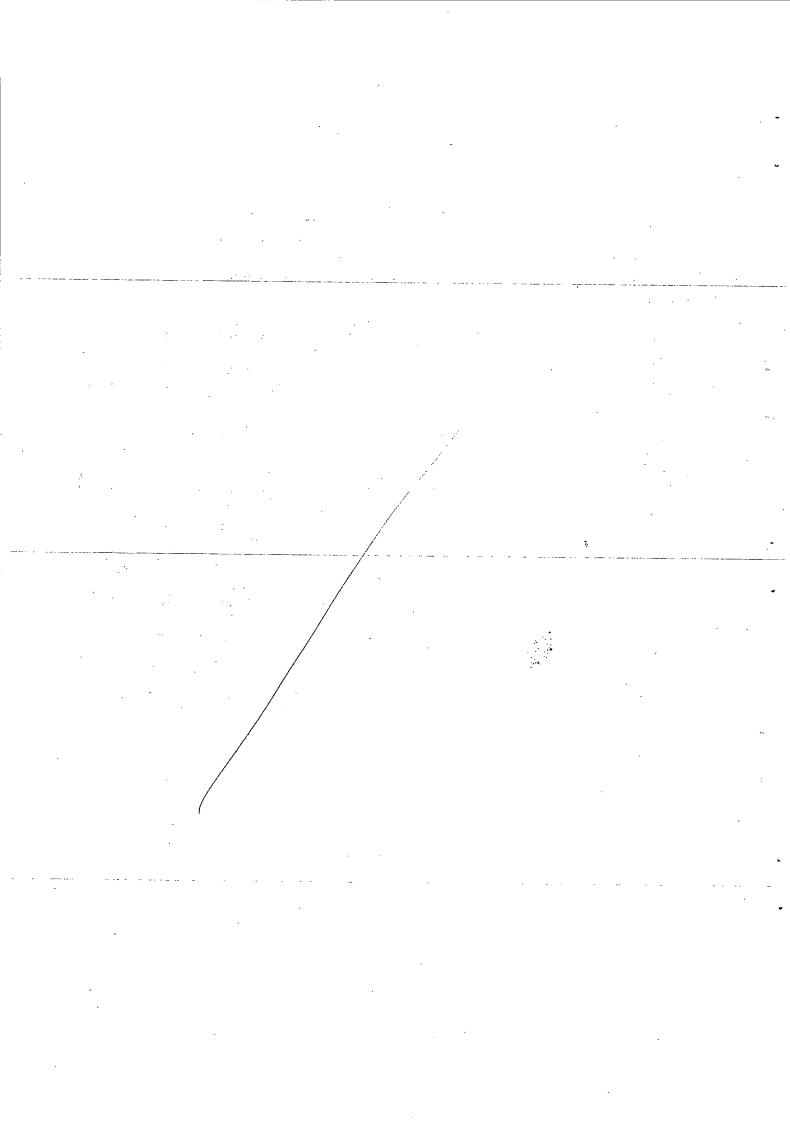
For Charms Developars

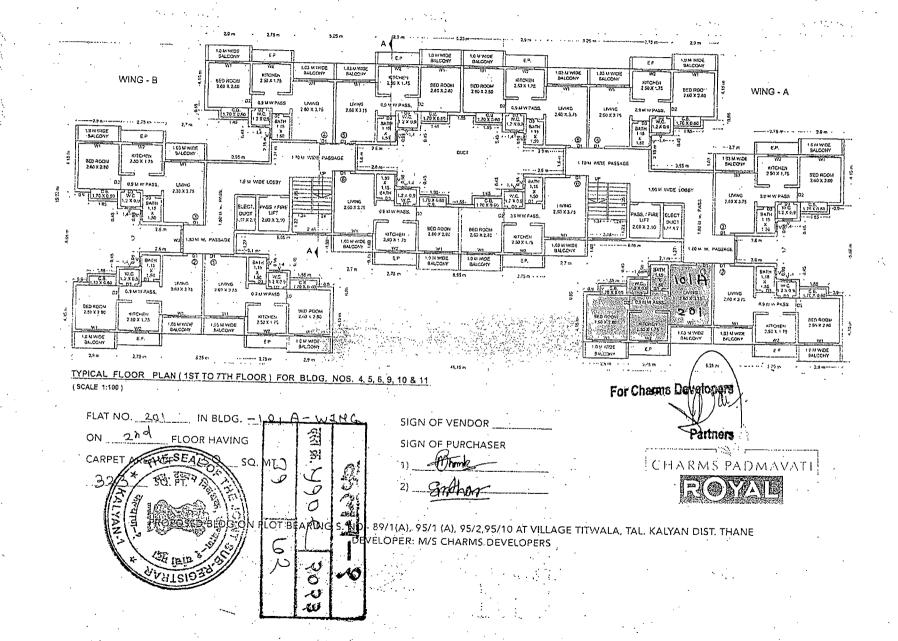
Partners

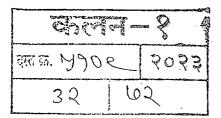
MR. DHIRAJ PATEL
M/s Charms Developers
Through its partner.



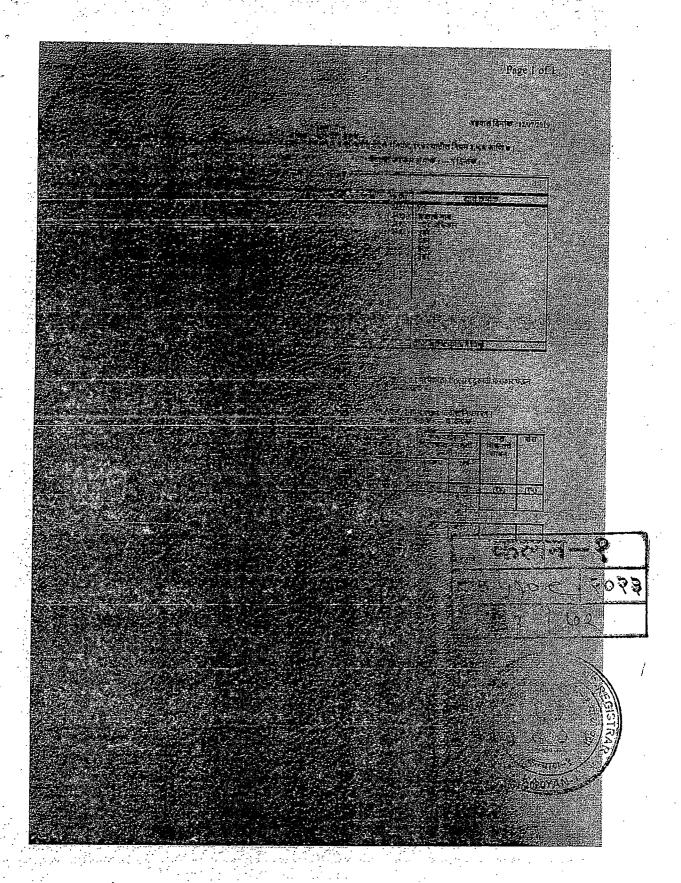








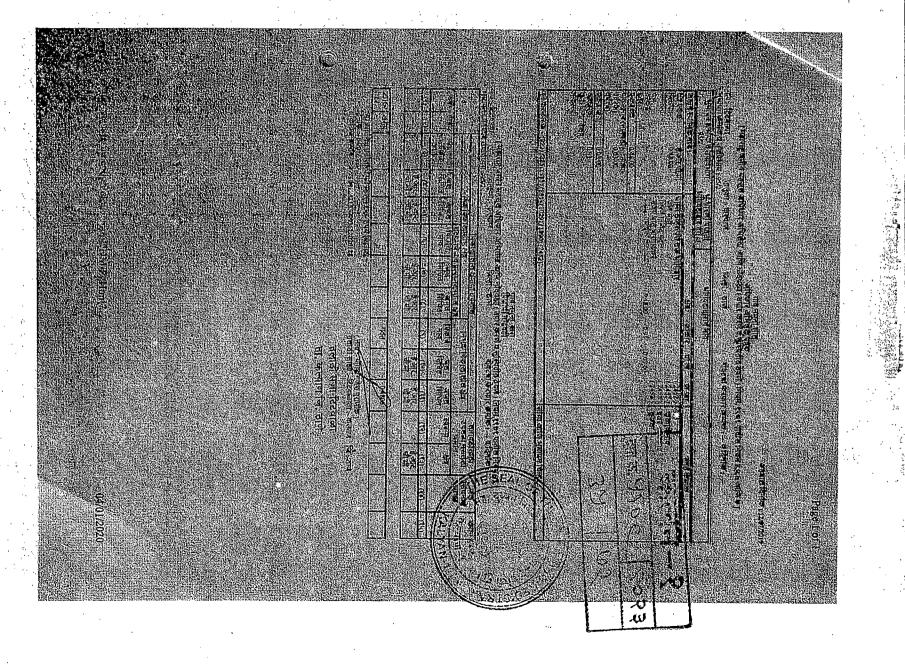




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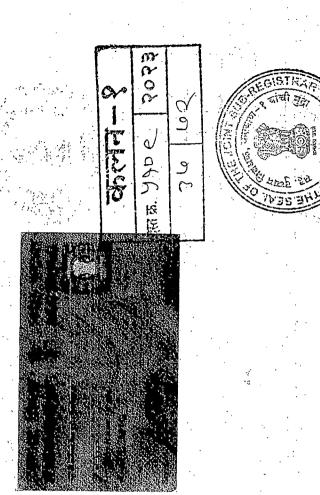
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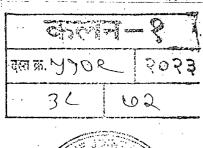


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MAHARASHTRA HOUSING AND AREA DEVELOPMENT AUTHORITY







Building Permission Cell, PMAY cell / A

(A designated Planning Authority for PMAY constituted as per government regulation no. TPB-4315/167/CR-51/2015/UD-11 dtd.23(05.2018)

No.E.E/BP/PMAY/A/MHADA/ /2022 Date: - - 6 MAY 2021 222

COMMENCEMENT CERTIFICATE UP TO PLINTH

[For Building No. 4, 6, 10 & 11]

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To, John Mihew (Charms Developers) Rosa Royal, Opp. Crown Tower, Near Gravity Fitness Centre, Hiranandani Estate, Patlipada, G.B.Road. Thane (W).

Sir,

With reference to your application dated 12/04/2022 & 18704/2022 for building permission grant of Commencement Certificate up to plints under section 44 of Maharashtra Regional Town Planning Act, 1966 to carry out development/construction of building on land bearing S. No. 89/1(A), 95/1(A) 95/2, 95/10 at Village Titwala, Tal. Kalyan, Dist. Thane the Commencement Certificate UPTO PLINTH for 4 Buildings i.e. Building No. 4, 6, 10 & 11 buildings is granted under section 45 of Maharashtra Regional and Town Planning Act, 1966 to erect a buildings subject to compliance of conditions mentioned in IOA u/r No. EE/BP/PMAY/A/MHADA/144/2022, dated 25/03/2022 and also subject to additional conditions mentioned below

The open land in consequence of endorsement of the setback line / road 1, widening line shall form part of the public street.

That no new building or part thereof shall be occupied or allowed to be 2. occupied or used or permitted to be used by any person until occupancy permission has been granted.

The Part Commencement Certificate / Development permission up to plinth 3. shall remain valid for one year commencing from the date of its issue.

You have to obtain the Environmental Clearance for the total construction · 4, area from Env. Department before issue of Plinth CC construction area beyond 20000 Sq Mt.

This permission does not entitle you to develop land which does not vest with 5, you.

The Commencement certificate is renewable every year, but such extended 6. period shall be in no case exceed three years provided further that such laps

गृहनिर्माण भवन, कलानगर, वांद्रे (पूर्व), पुंबई ४०० ०५९-द्रावनी ६६४० ५००० फॅक्स् नेः ०२२-२६५९२०५८

Griha Nirman Bhayan, Kalanagar, Bandra (East), Mumbai-400 051. Phone: 66405000.

Fax No.: 022-26592058 Website: www.mhada.maharashtra.gov.in

shall not bar any subsequent application for fresh permission under section 44 of MRTP Act, 1966.

- This Certificate liable to be revoked by the VP & CEO, MHADA if: 7. a. The development work in respect of which permission is granted under this certificate is not carried out or the construction work thereof is not in accordance with the sanctioned plans,
 - b. Any of the condition subject to which the same is granted or any of the restrictions imposed by the VP & CEO, MHADA is contravened or not complied with.
 - c. The VP & CEO, MHADA is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the appellant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 and 45 of the Maharashtra Regional Town Planning Act, 1966.
- This CC shall be re-endorsed after obtaining IOA for work beyond plinth. 8.
- The conditions of this certificate shall be binding not only on the 9. applicantbut on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

VP & CEO / MHADA has appointedShri. Dinesh Mahajan.Executive Engineer to exercise his powers and function of the Building Permission Cell under section 45 of the said Act.

This CC is valid up to

and issued for the work up to plinth level

for 4buildings i.e., Bldg. No.4, 6, 10&11.

65 20

Executive Engineer/B.P.Cell PMAY/ MHADA

Copy forwarded for favour of information:

10.5 F Arch Momin Sajid AB, Majeed, cogent consultant, Engineers and Designers, 534/1. Shakeel compound, RoushanBaug, Dhamankar Naka, Bhiwandi, Dist-Thane, For Information Chief Wicer, Konkan Board, MHADA.

3. Commissioner, KDMC H. Assi Director of Town Planning, KDMC

Executive Engineer/B.P.Cell PMAY/ MHADA

महाराष्ट्र गृहनिर्माण व क्षेत्रविकास प्राधिकरण

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Building Permission Cell, PMAY cell/A

(A designated Planning Authority for PMAY constituted as per government regulation no. TPB4315/167/CR-51/2015/UD-11 dtd. 23,05,2018)

INTIMATION OF APPROVAL (IOA)

U/S 45 (1) (ii) of MRTP Act 1966, as amended upto date

No. EE/BP / PMAY/A/MHADA/ 144

Dated: 7

Ta John Mthew (Charms Developers) Rosa Royal, Opp. Crown Tower,

Near Gravity Fitness Centre, Hiranandani Estate, Patlipada,

G.B.Road, Thane (W)

SUB:

Proposed development for 942 EWS tenements & 72 comos heps bearing on Land Bearing S. No. 89/1(A), 95/1 (A), 95/1/2/10 at Village

Titwala, Tal.Kalyan, Dist. Thane under vertical AHP -

PMAY scheme.

REF:

1. Govt. of Maharashtra Notification No. TPB-4317/629

11, dated, 23/05/2018

2. M/s Charms Developers application dated 01/02/2022

Sir.

With reference to your application U/S 44 of the MRTP Act 1966 for building permissions submitted with letter dated 01/02/2022 and the plans, Sections, Description and further particulars and details of your buildings at Proposed development of building no. 1,2,4, 5. 6, 7, 9, 10 & 11 (9 Bldgs) for 942 EWS tenements & 72 Shops on plot bearing S. No. 89/J(A), 95/1 (A), 95/2, 95/10 at Village Titwala, Tal.Kalyan, Dist. Thane, under AHP model (PPP) under PMAY scheme.

I have to inform you that I may approve the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you U/S 45(i)(ii) of the MRTP Act 1966 as amended upto date, my approval by reasons thereof subject to fulfillment of conditions mentioned as under

CONDITIONS TO BE COMPILED WITH BEFORE APPLYING FOR Plinth C.C./FURTHER C.C. / O.C.

That the commencement certificate U/s-45 of MRTP Act shall be obtained before starting the proposed work,

That the structural Engineer shall be appointed and supervision memo as per provisions of unified DCPR shall be submitted by Applicant.

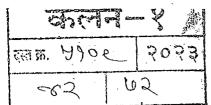
That the work should be carried out under the supervision of the competent registered Architect, licensed structural Engineer & Licensed Civil Engineer. The structural Design and calculations for the proposed work accounting for system analysis as

गृहिनिर्माण भवन, कलानगर, वान्त्रे (पूर्व), मुंबई ४०० ०५१ द्रस्वनी ६६४० ५०००

Griha Nirman Bhavan, Kalanagar, Bandra (East), Mumbai 400051.

Phone: 88405000.

Fax No. 022-26592058 Website. ; www.mhada.maharashtra.gov.in



relevant IS code along with plan shall be get approved from reputed agency and one copy shall be submitted before start of work.

The qualified licensed site supervisor / Site Engineer shall be appointed as per DCAR's norms before issue of Plinth C C. The appointment & Acceptance lette with registered documents shall be submitted before issue of Plinth C C.

That Han sanitary arrangement and drainage works shall be carried out as per Local Authority's Specifications and approved copy should be submitted before further C.C. The work should be carried out as per sanctioned plans & no additional F.S.I. should be utilized other than as per sanctioned plans. If construction has been done beyond sanctioned or other than sanctioned plan then necessary action should be done as per clause no.52 of MRTP ACT 1966 & also it is your responsibility to remove the additional construction at your own cost. The proposed construction should be restricted for RESIDENTIAL purpose only.

7. That the work should be carried out on the plot/ land proposed for above project as per approved layout vide letter No. जा क. अं.मं. व बां.प.कक्ष /पीएमएवाय/१४/२०२२ दिनांक १७/०१/२०२२. All terms & conditions of this approved layout are binding on applicant/ owner & are mandatory to comply.

8. It is to be understood that the foundations must be excavated down to hard soil and as per the soil testing report. For this, Necessary trial pits / trial bores shall be taken at the captioned property to ascertain the bearing capacity of the soil and foundation shall be designed accordingly. The copy of soil test report approved by competent authority should be submitted to this office before actual start of work.

9. That the you have to prepare complete structural design, drawings for the bldgs to be constructed. The R.C.C. design shall be confirming to IS 456 of 2000 and relevant IS amended time to time. The RCC design shall be prepared taking into consideration the protection against seismic forces required for earthquake resistance structures and shall be based on appropriate seismic coefficient as per prevailing relevant IS. The RCC Design of buildings shall be got got approved from institutions such as IIT Mumbai/VJTI Mumbai/VNIT Nagpur/COE Pune or any other Gov. reputed Institute before actual start of work & work should carried out under the supervision of R.C.C. Consultant.

10. That the work should be carried out entirely at applicant's own risk and cost and the Planning Authority/PMAY/MHADA will not be responsible for any mishap or irregularity at any time.

11. That the 7/12 extract of land should be free hold, if loading is on the 7/12 then, the same should be make free hold & the fresh free hold 7/12 should be submitted before further C.C.

12. That the notarized partnership deed should be registered from concern department before issue of further C.C.

13. That the responsibility of any damage or loss of adjoining properties if any will vest entirely with the applicant and Planning Authority/PMAY/MHADA will not be responsible in any matter whatsoever.

14. All the terms and conditions mentioned in this IOA & Plinth C.C. to be issued will be applicable to the applicant and the Indemnity bond in prescribed Performa agreeing the terms and conditions in IOA & Plinth C.C. to be issued shall be submitted by the applicant at the time of issue of I.O.A.

Charges: Agriculture Tax or or orities then the same should be

15. If any dues are pending with Local Authority, N.A. Charges: Agriculture Tax or any other charges to be pending with concerned Authorities then the same should be cleared by Applicant and NO- Due Certificate with effect that should be submitted to this office before asking for O.C.

16. That the concerned Architect/Licensed Surveyor & Applicant/ Developer/Owner should give certificate that, the newly constructed building is in plans approved by Planning Authority/PMAY/MHADA.

17. That the road widening proposed in the layout will be binding or the applicant. The applicant should develop the road widening area, approach road a integral road of

layout at their own cost & handover the same to the Local Authority.

18. The road widening area of 1195.50m2 mentioned in sanctioned layout should be handed over to the local Authority before asking Further C.C. If not handed over the same then the permissible FSI for road widening area shall be restricted.

19. That the approach road of 30.00m vide as per norms should be constructed at your own cost before further C.C. & undertaking with this effect should be given before

asking Plinth C.C.

20. Requisitions of clause as per the Prevailing Development control Regulations of unified DCPR shall be complied with & Records of good quality of work, verification report, material test reports etc. shall be maintained on site till completion of the entire work

21. As per the Unified DCPR, development / construction of building requiring clearance from the authorities like Railway, Directorate of Industries, Maharashtra Pollution Control Board, District Magistrate, Inspectorate of Boilers and Smoke Nuisance, Defense Department, Maharashtra Coastal Zone Management Authority, Archaeological Department etc, the relevant no objection certificates from these authorities, if applicable shall be submitted before further C.C.

22. That the requirements of final N.O.C. from (i) M.S.E.B. before issue of Plinth C.C. (ii) PWD road Department before start of work., if necessary (iii) Water Supply Department before issue of Plinth C.C.. (iv) Health Department before O.C. (v) NOC from concern Authority for parking etc's shall be obtained before issue of Plinth C.C.. (vi) Drainage NOC from concern Authority before completion of work. (vii) To concern Local Tree Authority department and obtain NOC from them before start of work (viii) That the N.O.C. from Collector Dept. for excavation of land before start of work shall be taken & submit to this office.

23. If the land of the subjected project is affecting High Tied Line under red zone then plinth level of building should be kept as per UDCPR's norms. Normally the plinth height should not be less than 0.30 meter above ground level or road level whichever is maximum as per UDCPR

24. This I.O.A. is being issued subject to submission of the notarized Comprehensive undertaking on Rs. 500/- Stamp paper in prescribed Performa.

25. That the owner should provide Water supply, Electric Supply & Drainage arrangement & also other basic facilities as their own cost.

26. That the stability certificate as per UDCPR clause No.2.2.15 from Structural Engineer to that effect shall be submitted before issue of Plinth C.C.

27. That the owner / developer shall display a board at site before starting the work giving the details such as name and address of the owner / developer, Architect and structural

enginder. A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.

That the UD's circular vide no. TPB,43200/2133/CR-230/01/UD-11, Date 10/03/2005 & Clause No.13.3 of UDCPR for Rain Water Harvesting & DCR.1094/2829/UD-11, Date 19/09/1995 & Clause No.13.20 of UDCPR for Solar Water Heating system as the adequate design should be provided.

Base plant shall be provided as per adequate design.

that the Soil investigation will be done and report thereof will be submitted along with structural design and calculations before asking Plinth C.C.

That, if drainage line is not available on site, then it is mandatory to provide STP in adequate design approved by concern authority & also if the plot is more than 4000.00 sq. m. then, Sewage Water Treatment recycling plant shall be provided for subjected project.

32. That the MAHA RERA registration is mandatory for above project and registered copy for the same should be submitted before asking for further C.C.

- 33. That the as per Competent Authority's approval, the Development Charges payment of Rs. 99,40,330/-should be paid before issue of Further C.C. or at the time of released the beneficiaries central & state share whichever is earliear. The interest at the rate 18% P.A. should have to be paid also for the period from Plinth C.C. to be issued to Further C C to be issued. The receipt of the same should be submitted to this office before Plinth C.C.
- 34. That the as per your request & accordingly the competent Authority's approval on your request to pay labour cess payment of Rs.1,13,05,840/- before issue of Further C.C. or at the time of released the beneficiaries central & state share whichever is earlier. The interest as per GR issued by उदयोग, उर्जी व कामगार विभाग, @2% p.m. for period from Plinth C C to be issued to Further C C to be issued at the time of released the beneficiaries central & State share shall be recovered from you.
- 35. That the Architect, Structural consultant shall verify the scheme is in progress as per sub-structure, super structure & as per plans sanctioned.
- 36. All terms and conditions of RERA Act 2016, Unified DCPR and D.P. Remarks will be binding to this project.
- 37. That the notice in the form of UDCPR shall be submitted on completion of plinth & after that, the plinth shall be got checked by this office staff before commencement of work above plinth/further super structural work. Further work of above plinth should not be started before verification of this office staff.
- 38. That the debris shall be disposed as per the norms of respective Local Authority.
- 39. That the payments intimated by Executive Engineer, BP/PMAY/A/MHADA shall be paid before issue of IOA / Plinth C.C. & if any other outstanding or revised payment that may be asked by any other Govt. Dept./ planning authority, MHADA or Local Authority, the same shall be borne by the Owner/Developer/Applicant.
- 40. That the MOA/Agreement must be executed with concerned nodal agency department and copy of the same should be submitted before asking further C.C. All terms &

conditions of MOA are binding to this project. The tenements for PMAY & sale should be constructed as prescribed in the MOA /Agreement executed.

41. That the amended remarks of concerned authorities / empanelled consultants for the approved plan, if differing from the plans submitted for remarks, shall be submitted from respective Authorities.

42. That the work should be carried out and the Material testing should be done of all required material as per IS code, Red Book & N.B.C's Specifications & the report for construction materials used at site shall be obtained from Gove Approved Laboratory as per required frequency.

43. That every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall be so located with respect to surrounding ground level that adequate drainage of the site is assured but height shall not be less than 0.30 cm. above the surrounding ground level as per clause of UDCPAGE JOHNT STATES.

44. That the proposed actual date of start of work should be communicated to this office.

That the quality control for building work/for structural work/supervision of the work shall be done. The monthly progress report of the work will be submitted through the Architect.

45. That all the terms and condition of Central and State govt. G.R.'s/Notification issued time to time which are related to AHP (PPP) under PMAY are binding to this systeme.

46: That the terms and condition of GR issued vide no. शासन निर्णय क्रमोंक : प्रआयोग्रिक क. १२/ गृनिद्यो-२/शिकाना दि. १९ जानेवारी 2018 are binding to the developers.

47. That the Water connection for constructional purpose from concern authority shall be taken with prior approval from concern authority and if bore water shall be used for construction purpose then the same water shall be tested from reputed laboratories.

48. That to safeguard the plot is owner's/applicant's responsibility. The plot should be encroachment free. If any type of encroachment/unauthorized construction to be done on the plot area of layout after IOA / Plinth / Further C.C. issued then the same shall be removed by the applicant/owner at his own risk and cost, Planning Authority/PMAY/MHADA shall not be responsible for the same.

49. The NOC from Airport Authority is mandatory if necessary. & shall be submitted before Plinth C.C. All the terms and conditions of Airport Authority's NOC for subjected project should be adhered to and complied with

50. That the Provisions of the notifications of of dated 14/09/2006, 9/12/2016 & circular of dtd 27/12/2018 of Ministry of Environment, Forest & Climate change should be adhered to the applicant & action to be taken accordingly by applicant.

51. That the Construction area for subjected project mentioned in plan is 52696.50 sq.mtr. which is more than 20,000.00 sq.mtr. then the environment clearance from State Level Environment Impact Assessment Authority is mandatory to the subjected project The same should be obtained from them and shall be submitted before issue of Plinth C.C. All the terms and conditions of E.C. are binding to the applicant.

52 That is and sho

That the Bldg Height is more than 24.00 m then the Fire / CFO Noc is mandatory and should be submitted before issue of Plinth C.C. The terms and conditions of those C.F.O will be binding & compliance with.

Area / Remaining Area (where structure of Club House is proposed as per UDCPR Clause 3.4.7) of the recreation open space shall be kept open to sky and properly accessible to all members as a place of recreation, garden or a playground. Recreational open space shall have on independent means of access.

The owner shall have to give an undertaking that the recreational open space shall be for the common use of all the residents or occupants of the layout / building unit as per clause 3.4.2 of UDCPR. The conditions of clause 3.4.2 (i)(ii) of UDCPR is binding on owner / applicant.

If, any amendment is required in sanctioned plan then the approval for revised amendment plan is required to be taken from Planning Authority / PMAY/MHADA.

- 57. That the applicant shall permit the use of the internal layout roads to provide access to an adjoining land of layout & also shall be provided access to recreational Open space & Amenity.
- 58. That the marginal distances shall be provided as per sanctioned plans & compound wall shall be erected on site before asking of further C.C. To insure that marginal distance can be measured as per drawing before issuing plinth completion certificate.
- 59. The compound wall shall be constructed as per design given by RCC Consultant. Strengthening of compound wall is whole responsibility of applicant. Also at some place to avoid land slides R.C.C. retaining wall should be constructed if necessary.
- 60. That the applicant shall provide Over-Head water tank and Under Ground water tank to the bldg as per standard design and satisfaction of concern authority.
- 61. That the applicant shall strictly follow the prevailing Rules /Orders / Notification issued by the Labor Department, GoM from time to time, for labours working on site.
- 62. That the applicant shall provide at his own cost, the infrastructural facilities (such as internal Access, approach road, channelization of water, arrangements of drinking water, arrangements for commutation, disposal of sludge and sewage, arrangements of collection of solid waste ect) within the plot, of such standards (i.e. standards relating to design, material or specification) as stipulated by the corporation, before applying for Occupancy Certificate. Occupancy Certificate will be granted only after all these arrangements are made to satisfaction of the Planning Authority as well as Local Authority.
- 63. That the amenity space shall only be used by Developer & structure shall only be constructed by Developer as and when the NOC for non requirement of Aminity Space from local Authority's obtained. If local authority will insist the requirement of amenity space for the purpose mentioned in UDCPR's Clause No.3.5.1 then the same shall be handover to them. It is to be noted that if failed to obtain the NOC from Local Authority the C.C. for construction of Aminity Structure shall not be given.

64. That this I.O.A. is being issued subject to submission of under taking for NOC of civil aviation if necessary, NoC of CFO, NOC of environmental clearance before issue of Plinth C.C.. Final NOC for water supply, electrical & drainage before completion & receipts of No Due Certificate from Local Authority for N.A. Charges or any other charges related to land paid upto March 2022 before asking Further C.C.

mandatory. The NOC should be taken from concern authority before actual start of work. The Nos of trees should be provided as per the concerned Authority's norms before issue of O.C.

66. if any other departments NOC is required other than mentioned in this I.O.A;, the same shall required to be obtained and copy to be submitted to this office.

67. That the, if there is a nallah existing near by or on subjected project's land then the NoC or remarks from concern Irrigation Department is required & the terms and conditions are binding to the project & to be complied with.

68. That the approach road should be provided for electric substation amenity space & R.G.. Also, the adequate space should be provided by waste water treatment & recycling plant

69. The plot boundary should be confirmed from TILR before actual short of work.

70. The amount of Rs.3,48,840/- (Rupees Three Lakh Forty Eight Thousand Eight Hunderd & Forty Only) to be deposited to the Planning Authority as security deposit before issue of Plinth C.C. & shall be forfeited either in whole or in part at the absolute discretion of the Planning Authority for breach of any of the conditions stipulated in the I.O.A. as well as Commencement Certificate for Plinth. Such forfeiture shall be without prejudice to any other remedy or right of the Planning Authority.

71. The conditions of I.O.A. shall be binding not only on the applicant but also on his successors and every person deriving title through or under them.

72. As per your request and accordingly competent authority's approval to pay the Ancillary Premium of Rs.1,39,95,580/-, before issue of Further C.C. or at the time of released the beneficiaries central & state share whichever is earliear. The interest @ 8.50% should have to be paid for the period of Plinth C C issued date to further C C to be issued. The receipt for the payment with interest should be submitted to this office accordingly.

73. That the Intimation of Approval is given exclusively for the purpose of enabling you to proceeds further with the arrangements of obtaining No Objection Certificate from the Competent Authorities wherever required not for start of work.

74. The Construction work will be start only after the Commencement Certificate upto Plinth u/s 45 of MRTP ACT will be issued

- 75. That, if you failed to fulfill the IOA conditions then the commencement certificate will be granted under Section 45 (ii) of the Maharashtra Regional and Town Planning Act 1966, to be withdrawn.
- 76. That the Planning Authority / PMAY / MHADA reserve its right to withdraw, change, alter amend their IOA/Plinth C.C. letter and conditions mentioned herein in future at any point of time without giving any reason to do so.
- 77. That this IOA is issued based on available/submitted document. If it is subsequently found that the document/information submitted with your application for building permission are incorrect or forged, misleading then this IOA/Plinth C.C. will be cancelled and applicant will be held responsible for the consequences/losses, if any thereof arises in future.
- 78. That the Hon. Vice President/Authority, MHADA reserve the right to cancel the building permission (IOA/Plinth CC) without giving any notice.

DA:-one-set (8 mos of plans)

sd/-Executive Engineer/B.P.Cell PMAY/ MHADA

Copy forwarded for favour of information:

Arch Momin Sajid AB. Majeed, cogent consultant, Engineers and Designers, 534/1, Shakeel compound, Roushan Baug, Dhamankar Naka, Bhiwandi, Dist-Thane, For Information Chief Officer, Konkan Board, MHADA.

3 Commissioner, KDMC

Asst, Director of Town Planning, KDMC

Executive Engineer/B.P.Cell
PMAY/MHADA

7017532

Original/Duplicate

Wednesday, June 29, 2022

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Regn.:39M

गावाचे नावः टिटवाळा

दस्तऐवजाचा अनुक्रमांकः कलन1-7532-2022

दस्तऐवजाचा प्रकार: कुलमुखत्यारपत्र सादर करणाऱ्याचे नाव आनंद शरद पितळे -

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Sub Registrar Kalyan 1 सह. कुर्वाभ गावधको करत्याण के. १

वाजार मुल्यः इ.0 /-मोबदला र:1/-

भरलेले मुद्रांक शुल्क : रू. 500/-

1) देयकाचा प्रकार: DHC रक्षम: रु.260/-

डीडी/धनादेश/पे ऑर्टर क्रमांक: 2906202211240 दिनांक: 29/06/2022

वैकेचे नाव व पत्ताः

2) देसकाचा प्रकारः eChallan रक्षमः रू:100/-

हीडी/धनादेश/पे ऑर्डर कर्माक: MH004166083202223E दिनांक: 29/06/2022







CHALLAN MTR Form Number-6

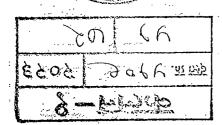


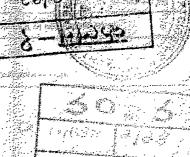
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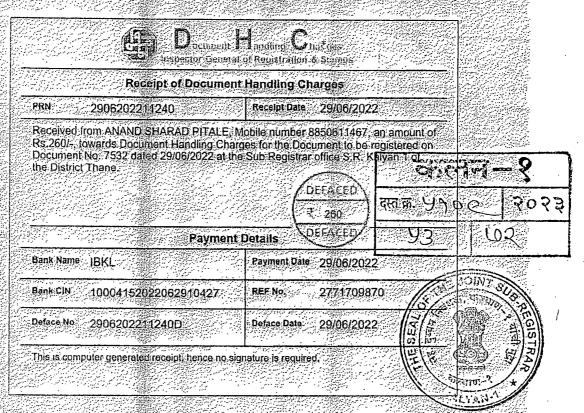
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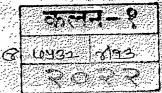
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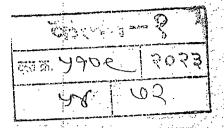
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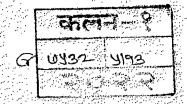
सह. दुयाम निवधार्थ कट्याला क्र. ।













SPECIAL POWER OF ATTORNEY

ALL MEN BY THESE PRESENTS SHALL COME. We,

- (1) SHRI JOHN MATHEW, Aged about 54 years, Occupation-Business
- (2) SHRI DHIRAJ G. PATEL, Aged about 56 years, Occupation-Business
- (3) SHRI SANJAY D. BORGAONKAR, Aged about 55 years. Occupation-Business

All above Partners of M/S CHARMS DEVELOPERS, a duly registered Partnership Firm, Pan: AAEFC2381G, having Office at Rosa Royale, Office No. 1 & 2, 1st Floor, Opp Crown Building, Near Rosa Manhattan, Hiranandani Estate, G B Road, Patlipada, Thane (West) 400615, DO HEREBY SEND GREETINGS AS UNDER;

WHEREAS:

- (a) We are the builders and developers carrying the business of building construction work, at
 - (i) Survey No.89 Hissa No.1 (A) admeasuring 8,900 sq. mts. And (ii) Survey No.95, Hissa No.1 (A) admeasuring 12,000 sq. mts., Survey No.95 Hissa No.2 admeasuring 5,100 sq. mts. Survey No.95 Hissa No.10 admeasuring 10,100 sq. mts. thus in aggregate admeasuring 36,100 sq. mts., situated at Village Titwala, Taluka Kalyan, District Thane, Registration District and Sub-District Kalyan and within the limits of Kalyan Dombiyli Muncipal Corporation.
- (b) That we have carried out the construction work of the project to be known as "CHARMS PADAMAVATI ROYAL" consisting 11 Buildings and 1 Amenities Building at the above said land property after obtaining the Construction permission from the MHADA and the necessary permission from the concerned authorities.
- (c) That we have agreed to sell the flats / shops and premises amongst the several purchaser/s but we are busy in our other works and have no time to attend the Registrar-Office-for the registration and other purposes. Hence, we hereby appoint, constitute, nominate our true and lawful constituted attorney to

Coffee of

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No. 2, Behind Shishu Yikas School, Beturkarpada, Kalyan (West) Dist-Thanc about 35 years, Occupation - Profession, residing at Poola Miwas Society, Room l SHRI ANAND SHARAD PITALE, Hindu; adult, Indian Inhabitant Aged

3017 min respect of said property as under to perform all the matters, things and deed in our names and on-our behalf in

only for registration purpose for the Flats/Shops/Offices sold by us other concerned offices in respect of and agreements/documents duly signed by us I: To represent, act and appear before the Office of Sub-Registlar Kalyan or any

necessary documents, papers on our behalf. transactions and formalities, with necessary document. Attorney will sign on the all office of Sub-Registrar of Assurances concerned and complete the all necessary of flats/shops and premises purchaserts and also sign & register the pune in the Confirmation deed, etc. and other various documents which is necessary/fir fayour 2. To lodged the Agreement for sale, Cancellation deed, Correction deed

the necessary whatsoever our said attorney shall lawfully do by virtue of these said attorney. full power and authority. We do hereby agree to confirm and ratify all of the several matters and things aforesaid. We hereby given and grant unto our 3. To further, better and more effectual doing, affecting executing and performing

SCHEDOLE OF THE PROPERTY

Firstly all that pieces and parcels of lands bearing:

within the limits of Kalyan Dombivli Municipal Corporation. Taluka Kalyan, District Thane, Registration District and Sub-Distric**Alka**ryan and mis thus in aggregate admeasuring 36.100 am paralisited at Villega. admeasuring 5,100 sq. mts. Survey No. 95 Hissa No. 10 admeasuring 10,100 aq Hissa Mo. I (A) admeasuring 12,000 sq. mts., Survey Mo.95 Hissa Mo. 2 Se. oN yearl (ii) bind stim ps 000,8 grimesambs (A) I oN sestiH 98 oN yearl

MOYAL: consisting wings 11 Buildings and 1 Amenities Building i.e. Land in which the Project to be known as 'CHARMS PADAMAVATI

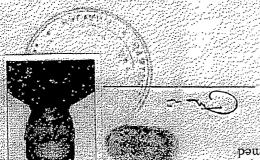
IN MILNESSESS WHEREOFF, we hereby signed our respective hands on this

, 2022 at Kalyan. JO KED UPE

Signed, Sealed & delivered by the within named

Executant

presents.

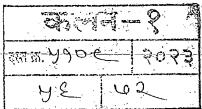


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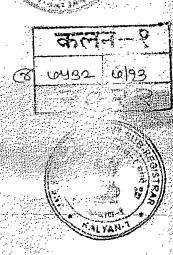
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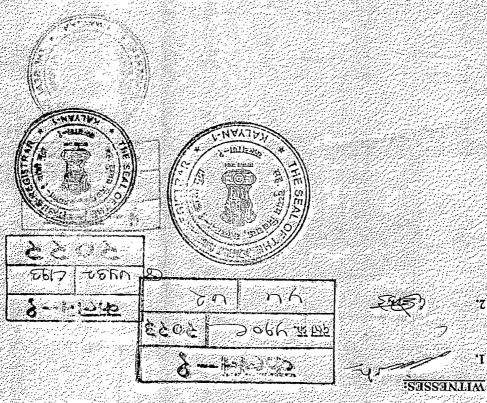
(I) SHRI JOHN MATHEW

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(Attorney Holder) Photo, Sign & LHTI

(i) SHRI ANAND SHARAD PITALE

within named 'Attorney holder'

Signed sealed & delivered by

in the presence of wimesses;

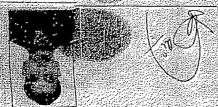
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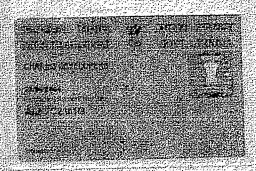
PARTNERS OF M/S CHARMS DEVELOPERS (EXECUTANT)

(3) SHRI SYNTYX D' BORGYONKYK

(2) SHRI DHIRATG. PATEL









गचनी हिमोक् 29/06/2022 गादरकरणाटाने नाव: आन्द्र भारद गित्रळ-द्रम्य नामकारा भाषत् । गानमें 9587 मानदना र 01/ र वि. गहे. व. कि. कतन । वान क्षांत्रीस्थात म. म. 7532. वम स् 29.06-2022 गना कमापः जन्तन् 1/7532/2022 सावार, 29 वस 2022 5.44 म.च मराने मुद्रात शुरुष र 500/ नाजार मृत्यः ज. 00/-

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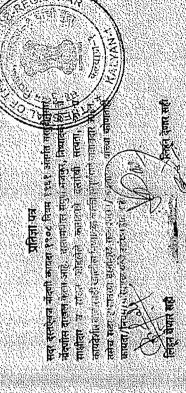
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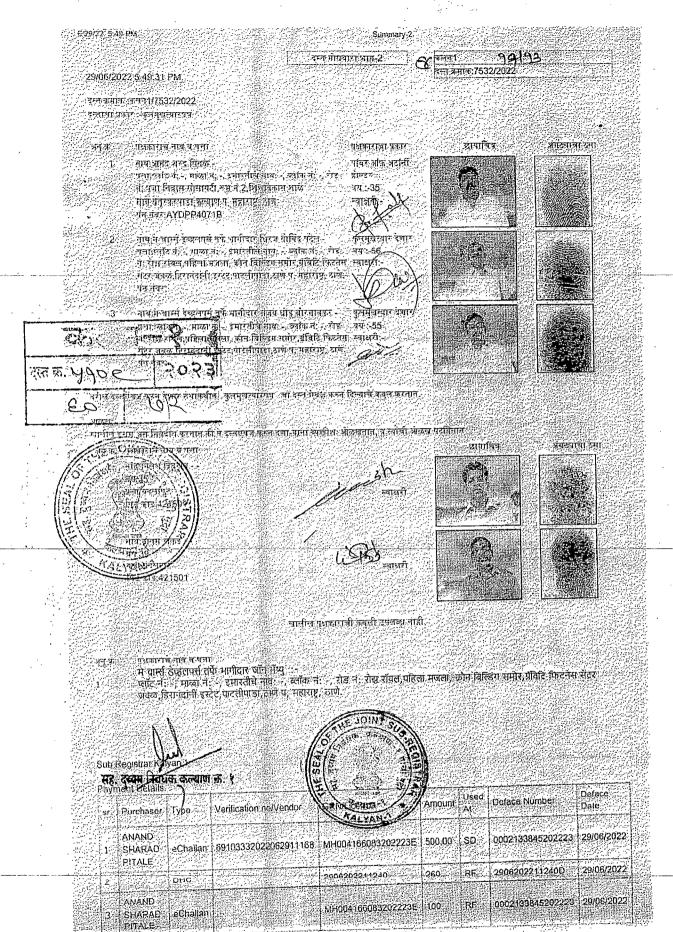
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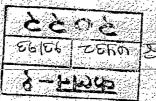


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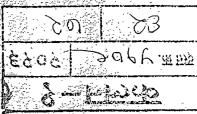
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तहसिलदार तथा कार्यकारी दंडाधिकारी कल्याण ता. कल्याण यांचे कार्यालय

क्र./महसूल/टे-२/जमीनबाब-१ /रुपांतरणकर/एसआर-८५/22

दिनांक: 2 1 APR 2022

मे चार्म्स डेव्हलपर्स तर्फे भागीदार श्री संजय धोंडू बोरगावकर व इतर

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- २. मा. जिल्हाधिकारीठाणे यांचेकडील पत्र क्र.महसूल/क-१/टे१/२/रु.कर/ अ.आकारणी/परिपन्नक-०१/१७, दिनांक:- १६/०३/२०१७
- ३. आपण या कार्यालयात रुपांतरीत कर भरणेकामी केलेला अर्ज

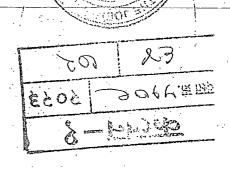
महसूल व वन विभाग, महाराष्ट्र शासन यांनी निर्गमित केलेल्या महाराष्ट्र जमीन महसूल संहिता (सुधारणा) अध्यादेश - २०१७ मध्ये महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम ४२ व (१) नुसार कलम ४२, ४२अ, ४४ मधील ४४ अ या मध्ये काहीही अंतर्भृत असले तरी, महाराष्ट्र प्रादेशिक नियोजन व नगररचना ४५, ४५अ, ०० नपारा ०० जन्म न गररचना अधिनियम, १९६६ याच्या तरतुर्दीनुसार कोणत्याही क्षेत्रामध्ये अंतिम विकास योजना प्रसिध्द केल्यावर, जर पोट कलम (२) मध्ये तरतुद केल्याप्रमाणे रुपांतरण कर, अकृषिक आकारणी आणि लागू असले तेथे, नजराणा किंवा कलम (१) नच्न तरपुर २०२१७ । १००० । १००० । १००० । १००० । १००० वर्ष वर्षा । १००० । १००० । १००० । १००० । १००० । १० अधिमुल्य, किंवा इतर शासकीय देणी यांचा भरणा केला असेल तर, अशा क्षेत्रात समाविष्ट असलेल्या कोणत्याही जिमनीचा वापर हा अशा विकास योजनेतील वाटप, आरक्षण किंवा निर्देशन या स्वरुपत दर्शविलेल्या वापरात रुपांतरित करण्यांत आले असल्याचे मानण्यात येईल असे नमुद आहे व त्याअनुषंगाने दशावलल्या वापरात रुपातारत करण्या। जार जार वाजनेत दर्शविलेल्या वापराच्या आधारे अशा जीमनीची अकृषिक अशा क्षत्रातः रुपातर्थं कर जान्य राजाः । अर्थः विदेश देण्यात आलेले आहेत, त्यानुसार व मा. जिल्हाधिकारी टाणे आकारणा ।नारचत फरण्यास नाना राजा वार्या परिपत्रकान्वये दिलेल्या सुचनाप्रमाणे आपण विनंती केलेल्या

कार्यालय पत्ता :- दिवाणी न्यायालयासमोर, रेल्वे स्टेशन जवळ, ता. कल्याण, जि. ठाणे. पिन कोड - ४२१ ३०९. • ई-मेल : tahkalyan@gmail.com संपर्क क्र. ०२५१ - २३१५१२४

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स्तिया ७.२१ मानक छ न,३१९ नमानीशीर ज्याना मीमान् प्राप्ति मक्का विप्रक तीमांगर ४२४ मानका स्वित्त कामान् १९६६ न मानका स्वित्त मानका स्वित्त मानका स्वाप्ति प्राप्ति मानका स्वाप्ति मानका मानका मानका मानका मानका मानका स्वाप्ति मानका निक्ति मानका स्वाप्ति मानका निक्ति मानका स्वाप्ति स्वाप्ति मानका स्वाप्ति
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Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration at P51700045436

Project: Charms Padamavati Royal Phase 1 Plot Bearing / CTS / Survey / Final Plot No.:89/1(a), 95/1 and 95/10 at Titwala, Kalyan, Thane, 421605;

- Charms Developers having its registered office / principal place of business at Tehsil: Thane, District: Thane, Pin: 400601.
- 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 (I) of clause (I) of sub-section (2) of section 4 read with Rule 5;
 OR

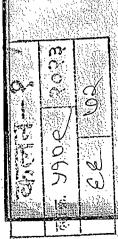
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- The Registration shall be valid for a period commencing from 18/05/2022 and ending with 30/04/2027 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- c The promoter shall comply with the provisions of the Act and the rules and regulations made there under:
- That the promoter shall take all the pending approvals from the competent authorities
- 3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid
Digitally Signad by
Dr. Vaşanığ Fernanand Prabhu
(Secretary MahaRERA)
Date:18-05-2022 12:51:17

Dated: 18/05/2022 Place: Mumbai

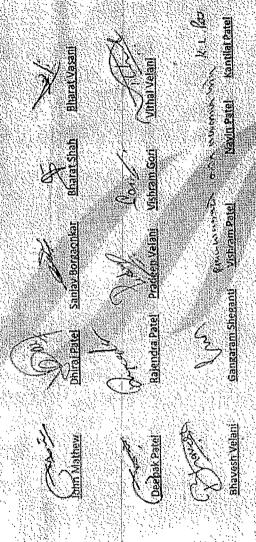
Signature and seal of the Authorized Officer Maharashtra Real Estate Regulatory Authority





RESOLUTION

S CHARMS DEVELOPERS Resolution It is Resolved that all partners of Patel and 3) Shri. Sanjay D. Borgaonkar partner of M/S Charms developens Padamayati Royal ". at survey No. 89/1A, 95/1A,95/2 and 95/10 Village 3) Shri. Sanjay. D. Borgaonkar is authorized through this resolutions to act to execute All Type of Agreement required for the project "Charms Titwala, Taluka Kalyan 1) Shri Jhon Mathew, 2) Shri Dhiraj G. Patel and 4/5 Charms Developers authorize 1) Shri Jhon Mathew, 2) Shri. Dhiral G. on behalf of all partners & sign all necessary documents for this purpose



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नाहार के ग्राप्तेनाष्ट्रभार क्षित्रांट निवास के ग्राप्तेन

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गार्द्र द्वा

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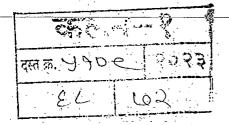
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मी श्री आनंद शरद पितळे याद्वारे घोषित करतो मे दुय्यम निबंधक क ल न - 1 यांचे कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. मे चार्म्स डेव्हलपर्स तर्फे भागीदार श्री जॉन मॅथ्यु, धिरज गोविंद पटेल आणि संजय धोंडू बोरगावकर यांनी दि 29/06/2022 रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी. सदर दस्त नोंदणीस सादर केला आहे/निष्पादित करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्ती पैकी कोणीही मयत झालेला नाही किंवा अन्य कोणत्याही कारणांमुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृमी करण्यास मी पूर्णत: समक्ष आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम. 1908 चे कलम 82 अन्वये शिक्षेस मी पात्र राहीन यांची मला जाणीव आहे.

दिनांक : <u>19</u> /05/2023

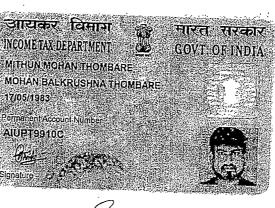


कुलमुखत्यार्रपत्रधारकाचे नाव व सही

भारत सरकार GOVERNMENTOEINDIA गौतम शिवाजी रोकटे Gautam Shivaji Rokade जन्म वर्ष / Year of Birth : 1977 6556 2767 1398 सामान्य माणसाचा अधिकार 2023

DOB: 25-02-1984 BG:
Name: NILESH HINDURAO.
S/DW Of:CHANDRAKANT-HINDURAO.
Add: A BK NO-165 NR KURLA CAMP.
SAMATA NAGAR ULHASNAGAR4
DIST-THANE.
PIN:
Signature & ID of Issuing Authority

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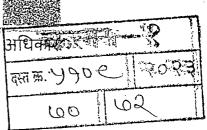
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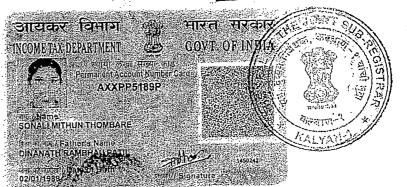


मिथुन मोहल ठाँवरे Milhun Mohan Thombare जन्म तारीख / DOB : 17/05/1983 पुरुष / Male

9602 9825 0500

अधार - सामान्य माणसाचा









भारतः सरकार Government of India



सोनाली निथुन ठोंबरे Sonali Mithun Thombare जन्म तारीख/DOB: 02/01/1989 महिला/ FEMALE





मझे

4



दस्त गोपवारा भाग-1

कलन1 ७९/७२ दस्त क्रमांक: 5109/2023

दरन क्रमांक: कलना /5109/2023

वाजार मुल्य: रु. 15,67,500/-

मोबदला: रु. 17,99,000/-

भगवेले मुद्रांक शुल्क: ४.36,980/-

मृजंक शुल्क माफी असल्यास तपशिल :-

1) Exemption to EWS purchaser purchasing residentail unit in project approved under Pradhan Mantri Awas Yojana- Housing for All (Urban). : No.Mudrank-2015/1745/UOR.24/CR-573/M-1 Dated 31/3/2018 (EWS)

दु. नि. सह. दु. नि. कलन1 यांचे कार्यालयान

पावनी:6712

पावनी दिनांक: 19/05/2023

अ. क्रं. 5109 वर दि.19-05-2023

सादरकरणाराचे नाव: मिथ्न मोहन ठोंबर -

रोजी 5:11 म.नं. वा. हजर केला.

नोंदणी फी

₮. 17990.00

दस्त हाताळणी फी

ਸ. 1440.00

पृष्टांची संख्या: 72

एकुण: 19430.00

दरत हजर करणाऱ्याची मही:

उ सहाद्यम् निवधकार्मे २१

कल्याण क्र. १ दरताचा प्रकार: करारनामा प्डियामहरू दुसम्मानिब्रध्न वर्ग २ कल्याण क्र. १

मृटांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हदीन किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हदीन किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का के. 1 19 / 05 / 2023 05 : 11 : 06 PM ची वेळ: (सादरीकरण)

शिक्का के. 2 19 / 05 / 2023 05 : 12 : 14 PM ची वेळ: (फी)

प्रतिज्ञा पत्र

सदर दस्तऐवज नोंदणी कायवा १९०८ नियम १९६१ अंतर्गत तरतुदीनुसार नोंदणीस दाखल केला आहे. दस्तामधील संपुर्ण पजकुर, निष्पादक व्यक्ती साक्षीदार व सोबत जोडलेले कागदपत्रे दस्तांची सत्यता, वैधता कायदेशीर बाबीसाठी खालील निष्पादक व्यक्ती संपुर्णपणे जबाबदार आहेत. तसेच सदर हस्तातरण दस्तांमुळे राज्यशासन/केंद्रशासन यांच्या कोणताही कायदा/नियम/परिषयक यांचे उद्घंचन होत नाही.

लिह्न घेणार सही

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दुय्यम निवंधक : दु.नि. कल्याण 1 दस्त क्रमांक : 5109/2023

नोदंणी : Regn:63m

गावाचे नाव: टिटवाळा

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

1799000

(3) बाजारमाव(भाडेपटटयाच्या बावतितपटटाकार आकारणी देतो की पटटेदार ते 1567500

(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)

1) पालिकेचे नाव:कल्याण-डोंबिवली इतर वर्णन :, इतर माहिती: मौजे टिटवाळा येथील सर्वे नं. ८९ हिस्सा नं.1अ,सर्वे नं. 95 हिस्सा नं.1 अ,सर्वे नं. 95 हिस्सा नं.2 व सर्वे नं. 95 हिस्सा नं.10,यावरील चार्म्स पद्मावती रॉयल फेज-1,मधील अपार्टमेंट नं. 201,बिल्डिंग क्र 10,ए विंग,दूसरा मजला,क्षेत्रफळ 30 चौ.मी. कारपेट(सदर इमरती प्रधानमंत्री आवास योजने अंतर्गत मंजूर असून दि. 01/12/2016 रोजीच्या शासन अधिसूचनेनुसार सदर अमारतीतील सदिनकेच्या विक्रीकरारनामा मुद्रांक शूल्का मध्ये 89950/- सवलत असून आवश्यक मुद्रांक शुल्क 36980/- इतके भरले आहे.)((Survey Number : 89 व इंतर ;))

1) 30 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

1): नाव:-मे. चार्म्स डेव्हलपर्स तर्फे भागीदार श्री धिरज पटेल यांचे तर्फे कबुली जवाबा करीता श्री आनंद शरद पितळे - वय:-36; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: ऑफिस नं. 1 व 2, पहिला मजला, चार्म्स ग्रुप, रोस रॉयल, ईंडन सुपर मार्केट, पाटली पाडा, घोडवंदर रोड, ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-400615 पॅन नं:-AAEFC2381G

1): नाव:-मिथुन मोहन ठोंबरे - वय:-40; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड़ नं: हनुमान मंदिर जवळ,मिळकतखार,येलवणे,सारळ,रायगड, महाराष्ट्र, RAIGARH(MH). पिन कोड:-402209 पॅन

2): नाव:-सोनाली मिथुन ठोंबरे - वय:-34; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: हनुमान मंदिर जवळ,मिळकतखार,येलवणे,सारळ,रायगड, महाराष्ट्र, राईग़ार्ः(००:). पिन कोड:-402209 पॅन नं:-AXXPP5189P

(9) दस्तऐवज करुन दिल्याचा दिनांक

19/05/2023

(10)दस्त तोंदणी केल्याचा दिनांक

19/05/2023

(11)अनुक्रमांक,खंड व पृष्ठ

5109/2023

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क (13)वाजारमावाप्रमाणे नोंदणी शुल्क

36980 17990

सह. दय्यम निबंधक व कल्याण क्र. १

(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



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. पंहरिं म्हाम म्ह्रमी:हाम D18CS381G

> للتلك دادك : حائلة الحافظة स्य समाय: स्थाप । १८०८/5053

गंसकाराचे साब के पना 1 :- F:

98-: 14 علامة يعظهما प्राक्त प्रमासकार <u>धन्याध्य</u> والجازاء الجازا والمارة

वीमिह स्ट्रीम

- पंडांड म्पूमी क्षिमामं: हाम 2019919UP. परमें मोंग (HM)HAAƏIAR ्रिस्टाप्टर , हाराद्रम ,हारार, कराय ,संहलकं, पाक्ष्रिक्कंसी, क्रहार रहीम नामगृत्र 04-: एक ार बार ,- : इंग्लेड ,- : इस स्मिन्सट ,- : से क्लाम ,- : ई डॉस्ट ग्रम्

> मार हापाइम मार , जोर एडरिया मेरिया प्राप्त है। नाम महडे , लगार नार , पृष्ट मेबाझ , मिल्लाम मिल्लीम , प्र हा । , हे परसीक्ष ों हो है , - ों क्रोस्ट ,- क्षाह होतियागढ़ ,- ों छिए ,- 'हे डोस्ट ।हिए

ज़ॅंग्ट इंग्रेंग हरांथे हिं चाड़ीमार क्रेंग्ट मेगम्हहूड् रेमाइ प्रांशाह

- र्राप्ति इपार इनाह क्षि क्षितिक क्षितिक क्षितिक

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M9 St : !E : 30 ESOS \ 30 \ 91 :रूहं कि ट.क पहायी بالمحيد المهيد الماليسجا لمحيد ودينا لحمع العا الماوحونية المالايوالانه المالا والمناهدة المالايونية ا

105124: जार मगि دأبالعقة المار 421:37 हार्युद्धी १८हेमी:हाम

मान सान 421503 عثبالحضك المعني 95.FF . - इं.इन्हें मह्यींद्राहा

- Erzuk

मन्त्र क्षा मारायाच्या व्यापनी लानक्षीयम करताह क्रिकेट हे , लानकरताह , लिनिक लिक नाम नाम करताह है क्रिकेट है कि लानवह लिनिक मह साम्ह क्रिकेटि

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ng 22 : SE : 20 ESOS \ 20 \ 91 : र्क्ट कि भ. क ाम नामी

हत्य । जन्म गेण्डांत MQ 60 : 88 : 80 8205 \ 20 \ 91 \ र्का हिंदे हैं है । हारी

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges] 19/05/2023 DEVELOPERS 님님 17990 MH002233997202324E | nelledDe ٤ WS CHARMS 19/05/2023 1905202311246D 1440 - JA 1905202311246 DHC 0001216701202324: 19/05/2023 DEVELOPERS as 36980.00 MH002233997202324E 69103332023051820350 echaltan : MS CHARMS Tedmun Social Ultrace пејасе GRAVLicence Verification no/Vendor के तरहत है कि ता के देशों के देशों के كهرساسا كل. المراسات
2100/2023

.क्रिक्स भ्रह हर ०८ ।

9-096

L. Yerdy Seamed Document for correctness through thumbrial (4 pages on a side) printout after scanning Know Your Rights as Registrants

Lest print immediately after registration.



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your world.. our commitment

Date: 19.05.23

To: The Assistant General Manager State Bank of India RACPC, Kalvan

Dear Sir,

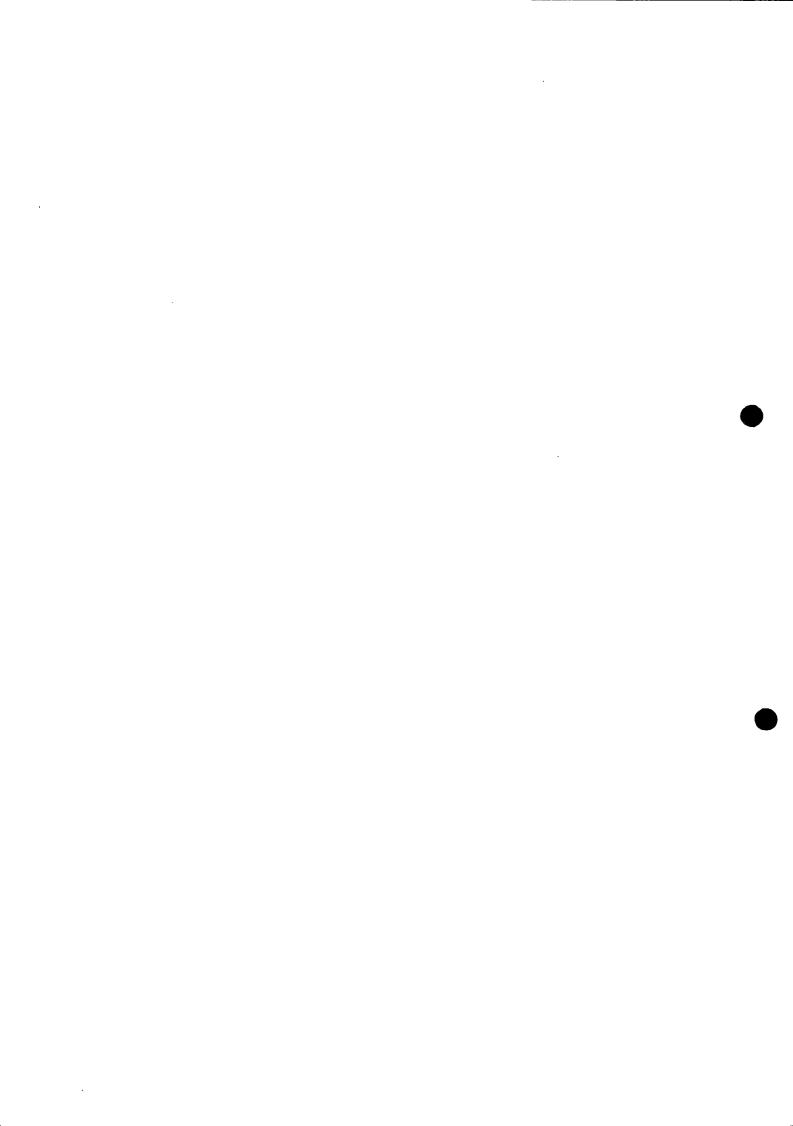
- 1. We have transferable rights to the property described below, which has been allotted by us to MR. MITHUN MOHAN THOMBARE & MRS. SONALI MITHUN THOMBARE herein after referred to as "the purchasers", subject to the due and proper performance and compliances of all the terms and conditions of the sale Agreement dated 19.05.23.
- 2. This is to certify that we have sold Flat No. 201 on 2nd Floor in the Building No. 10, A Wing Project called "Charms Padamavati Royal Phase - I" situated at Survey No. 89/1A,95/1A, 95/2 & 95/10 laying and being at Village Titwala, Taluka Kalyan, District Thane for a total consideration of Rs. 17,99,000/- (Rupees Seventeen Lakh Ninety Nine Thousand Only).
- 3. The title of the property described above is clear, marketable and free from all encumbrances and doubts.
- 4. We confirm that we have no objection whatsoever to the said purchasers, at their own costs, charges, risks and consequences mortgaging the said property to STATE BANK OF INDIA after as security for the amount advanced by the Bank to them subject to the due and proper performance and compliances of all the terms and conditions of the sale document by the said purchasers.
- 5. We have not borrowed from any financial institution for the purchase /development of the property and have not created and will not create any encumbrances on the property allotted to the said purchasers during the currency of the loan sanctioned/to be sanctioned by the Bank to them subject to the due and proper performance and compliances of all the terms and conditions of the sale document by the said purchasers. After creation of proper charge/mortgage and after receipt of the copies there of and after receipt of proper nomination in favour of the Bank, from the said purchasers, we are Agreeable to accept State Bank of India as a nominee of the above named purchaser for the property described above and once the nomination favouring the Bank has been registered and advice sent to the Bank of having done so, We note not to change the same without the written NOC of the Bank.
- We undertake to form a Co-operative Society / Condominium under the Apartment Ownership Act of the premises/flat holders in the aforesaid building within the statutory period. And we agree to inform and give proper notice to the Co-operative Society/Condominium as and when formed, about and said unit/flat being so mortgaged to your Company / the security trustee nominated by your Company,

- " We further agree that in case the Agreement for sale of the flat/premises executed between ourselves and MR. MITHUN MOHAN THOMBARE & MRS. SONALI MITHUN THOMBARE is terminated or otherwise the flat / premises purchase transaction is cancelled on adcount of nonpayment of own contribution or for any reason whatsoever, then your bank shall have priority over the sum or sums of money advanced to MR. MITHUN MOHAN THOMBARE & MRS. SONALI MITHUN THOMBARE paid to us, and we hereby undertake to forthwith refund to you without demur, such sum/sums of money paid to us".
- The signatory to this letter draws authority to sign this undertaking on behalf of the "CHARMS DEVELOPERS" Firm.

Yours faithfully,

For Chams Developer





CHARMS GROUP

DEMAND LETTER

MR. MITHUN MOHAN THOMBARE MRS. SONALI MITHUN THOMBARE

Date: - 26.05.23.

ADDRESS; NEAR HANUMAN MANDIR, MILKATKHAR, SARAL RAIGARH, ALIBAG, MAHARASHTRA-402209.

SUB: - Payment Due Against Flat No. 201 On 2nd Floor in Building No. 10, A Wing.

Dear Sir/Mam,

We are thankful you to for choosing your dream home in our project "CHARMS PADAMAVATI ROYAL".

The Work of our project is in full swing and we have successfully completed the 35% of the Building No. 10, A Wing, Flat No. 201 on 2nd Floor in project CHARMS PADAMAVATI ROYAL. We therefore kindly request you to arrange the due amount as per the payment schedule.

Details of Payment as mentioned below:

	l
Total Agreement Value	
Amount due: 35%	17, 99,000/-
Less: - Amount already Paid	6,29,650/-
Total Amount due	1,79,900/-
	4,49,750/-

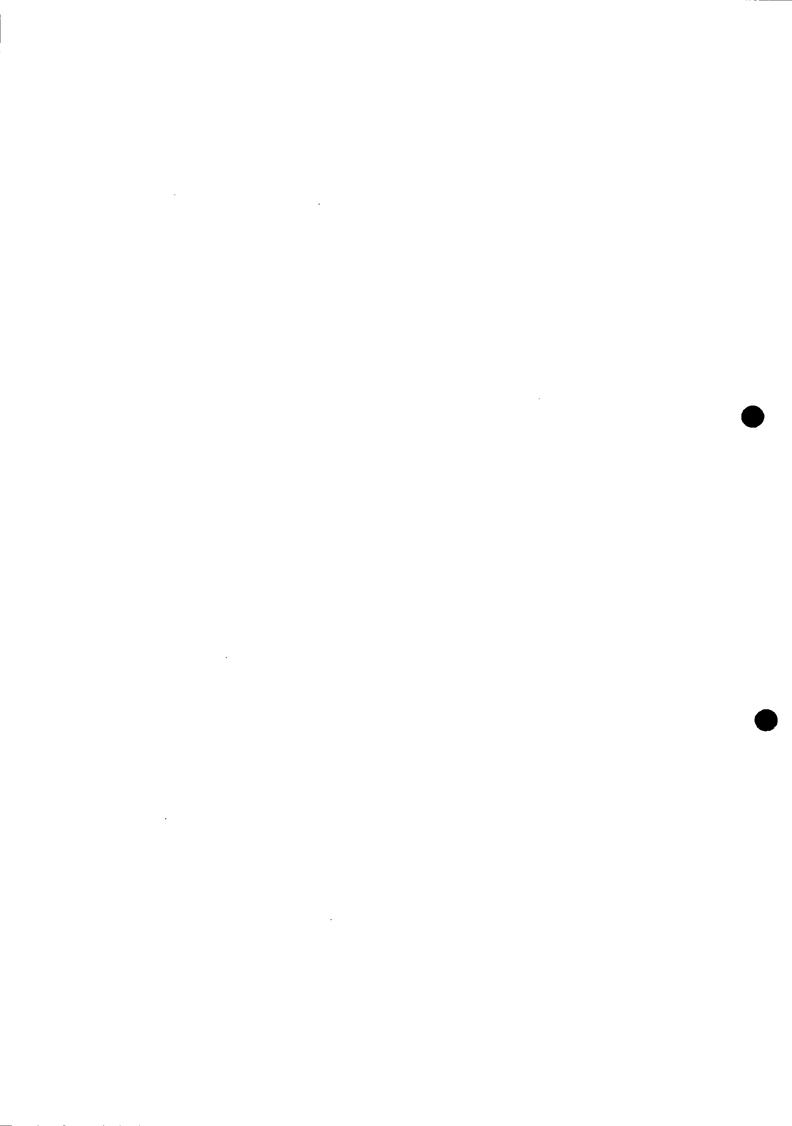
Total Rs. 4,49,750/- (RUPEES FOUR LAKH FORTY NINE THOUSAND SEVEN HUNDRED & FIFTY ONLY).

In favour of CHARMS DEV CH PADAMAVATI ROYAL PHI MASTR, A/c No.59219820541154, IFSC CODE. HDFC0000814, HDFC BANK LTD, GHODBUNDER ROAD BRANCH, THANE.

Kindly arrange the payment within Seven days from receipt of this letter failing which interest @ 12% will be charged.

Thanking You, For CHARMS DEVELOPERS





534/1, SHAKEEL COMPOUND ROUSHAN BAUGH, DHAMANKAR NAKA, BHIWANDI.421 302 DIST.: THANE

Ref. No. B085/C/02

Date: 25/01/2023

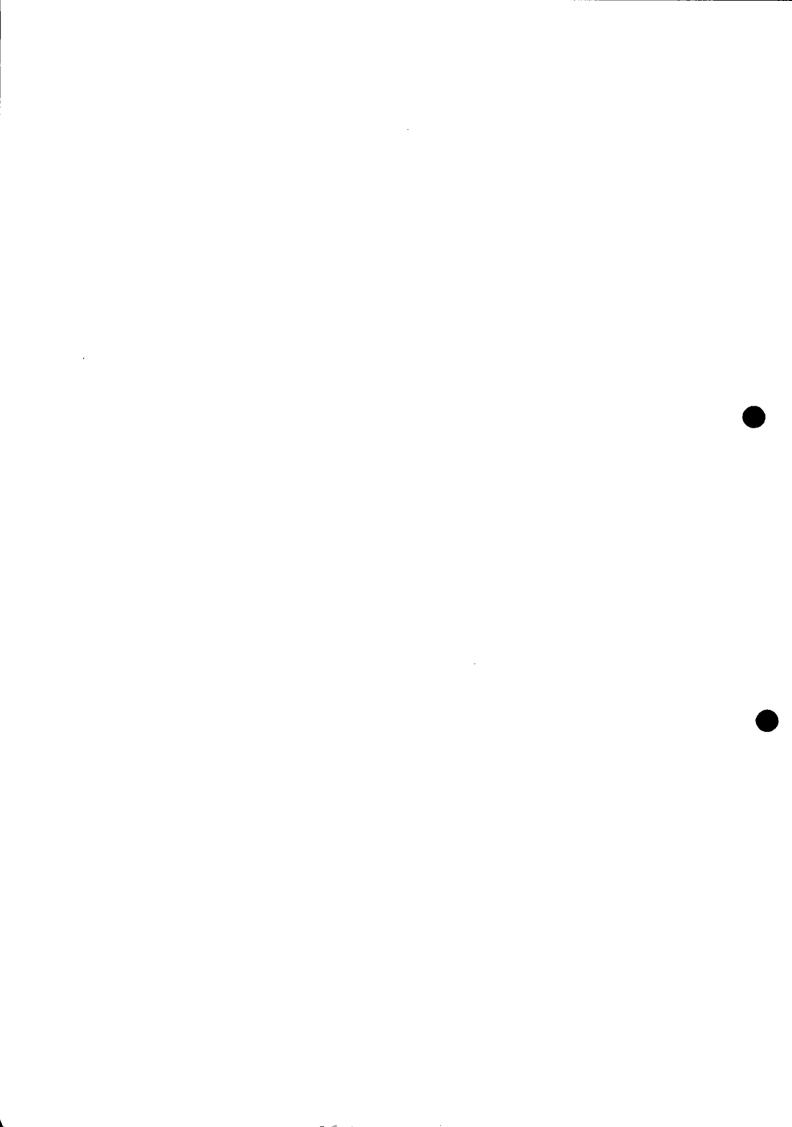
TO WHOM SO EVER IT MAY CONCERN

Based on Site visit & Strata Checked & Confirmed by R. C.C. Designer,
I certify that Excavation work of **Building Nos.** 10 has been completed on 24th Jan. 2023 at project Named "Charms-Padamavati Royal" Situated on land bearing Survey Nos. 89/1(A), 95/1(A), 95/2, 95/10 at village Titwala, Tal. Kalyan Dist. Thane.

The Strata is ready for further Foundation Work .

For M/S Cogent Consultant

(Sajid Momin)



ALLOTMENT LETTER

To

Dated: 11.04.23

- 1. MR. MITHUN MOHAN THOMBARE
- 2. MRS. SONALI MITHUN THOMBARE

CONTACT NO.: 7770031147

ADDRESS:

Near Hanuman Mandir, Milkatkhar Yelawane, Saral, Raigarh, Alibag, 402209.

SUB: Allotment of Residential Apartment in Affordable Housing Project to be known as "Charms Padamavati Royal" Built on Plot bearing Survey No. 89/1A, 95/1A, 95/2, and 95/10 at Village. Titwala, Taluka. Kalyan, Dist. Thane

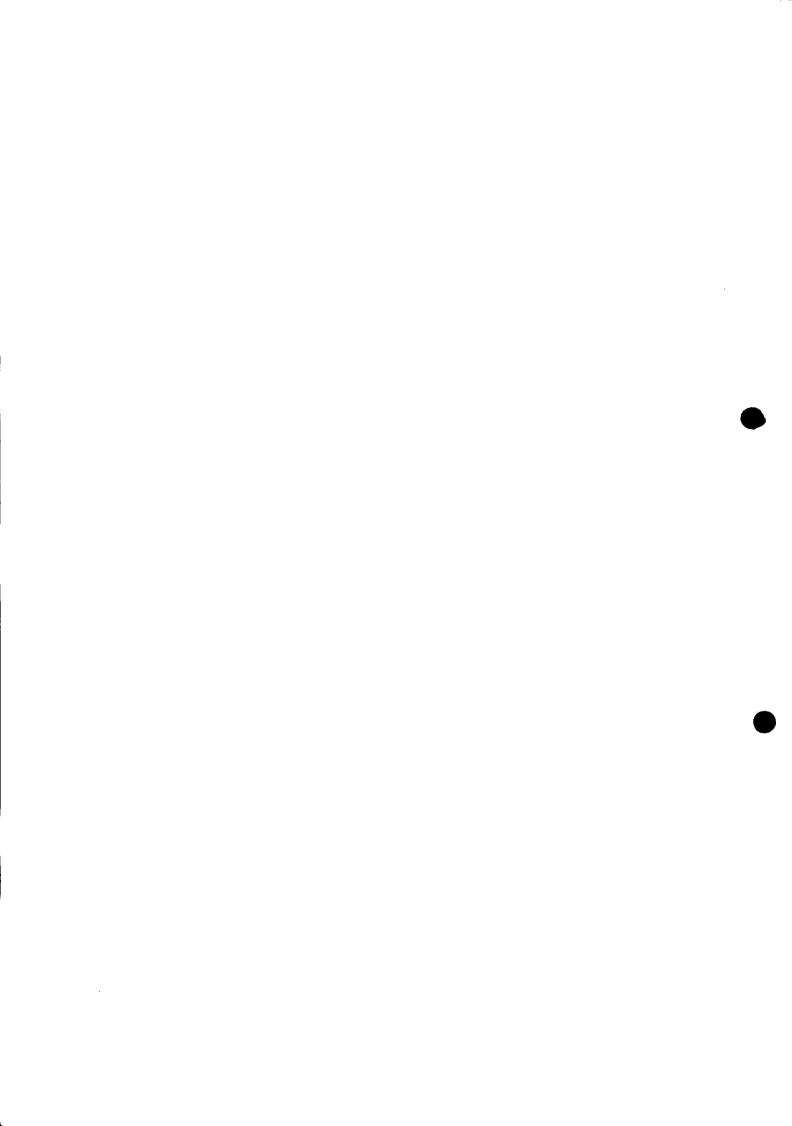
Dear Sir/Madam

In response to your booking request application dated **08.03.23** we, M/s Charms Developers, a Partnership firm having its office at Office No. 1 & 2, 1st Floor, Charms Group, Rosa Royale, opp Eden SuperMarket, Patlipada, Godbunder Road, Thane – 400615. (hereinafter referred to as the 'Firm' which expression shall, unless it repugnant to the context or meaning thereof be deemed to include its successors and assigns) hereby subject to the terms and conditions mentioned hereinafter allot to you a residential Apartment.

INTERPRETATION OF SOME OF THE INDICATIVE TERMS

The terms & conditions given below are tentative and of indicative nature with a view to acquaint the Applicant with the terms & conditions are comprehensively set out in the Allotment Letter which, upon execution, shall supersede the terms and conditions set out in the Booking request/Application form.

- a. Applicant: means person/Firm/Company applying for booking of the said Apartment, whose particulars are set out in the Booking request /Application Form and who has appended his signature in the acknowledgement of having agreed to the terms & conditions of the Booking request/Application form. In case of more than one applicant the other will be considered as co-applicant and prior to execute the allotment letter they will be considered as Intending Allottee.
- **b. Application (Booking request/Application):** A request for booking of Apartment made by the person/Firm/Company on a standard format namely booking request/Application form of the Firm.





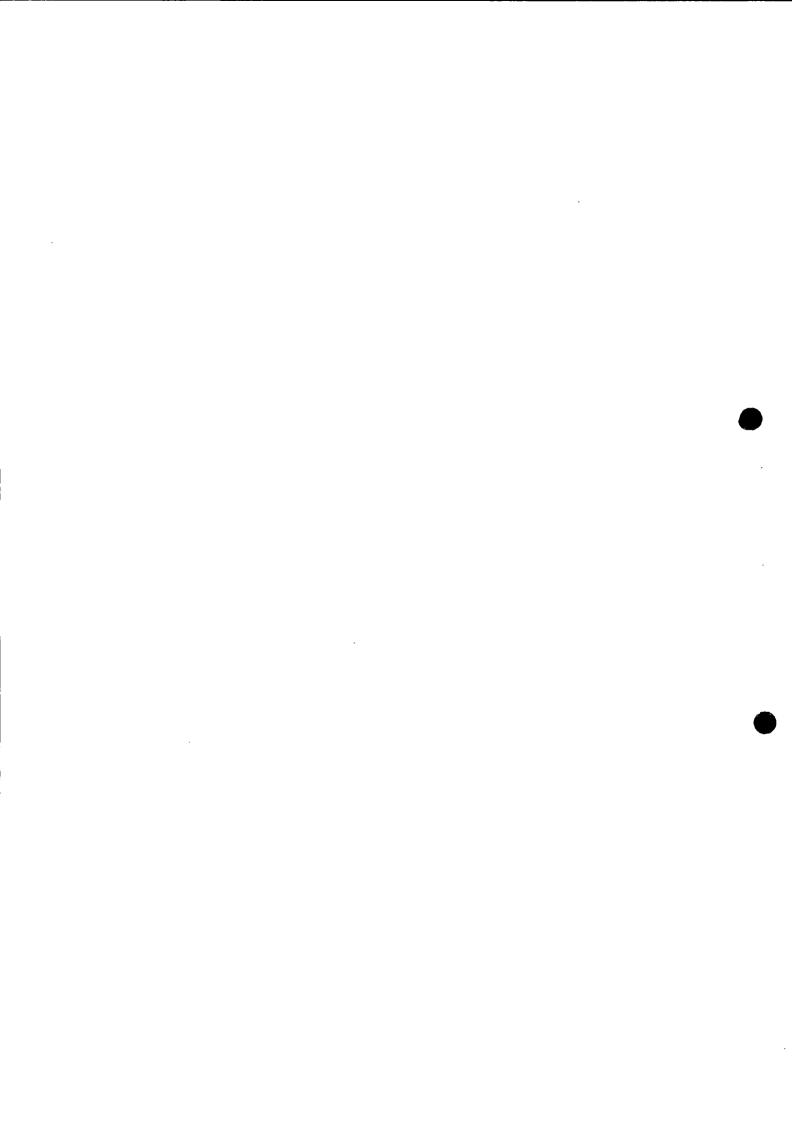
PROPERTY

Receipt No.	
Date : Ollo	16/23

Sales Office : Charms Padamavati Royal, Titwala- Goveli road, Near jivdani dhaba, Titwala (East)Kalyan- 421605
RECEIVED with thanks from Mr./Mrs./Miss Mithun mohon thembure
the sum of Rupees One latch Fifty four thousand nine
hyndred only
by Cash / Cheque / Draft No. 70366 dated 11/04/23
drawn on Charms Dev Ch Fadmayad Royal Ph! Mastr in part / Full payment of Bill No. /
Booking Installment 154900 GST Total 154900
against Flat / Shop No. A 20 On 2 Floor in Blog 10/A Wing at "Charms Padmavati Royal"
at Titwala (East) RC - For CHARMS DEVELOPERS

Subject to Realisation of Cheque / Draft

Authorised Signatory

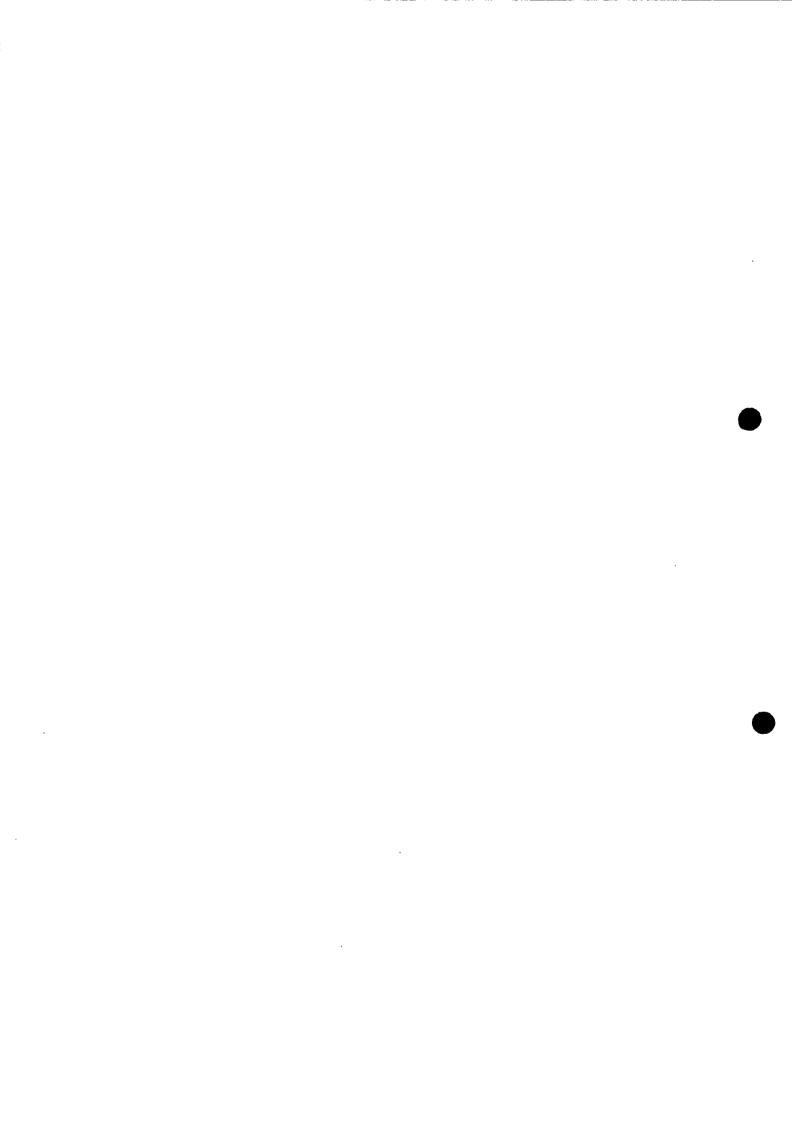




Receipt No. <u>664</u>

Date: 27 | 03 | 28

'			
Sales Office: Charms Padamavati Royal, Titwala- Gove	eli road, Near jivdani d	haba, Titwala (Ea	ıst)Kalyan- 421605
RECEIVED with thanks from Mr./Mrs./Miss	Mithun	Nopas.	thombase
the sum of Rupees Twenty thou	is and an	7	
by Cash / Cheque / Draft No. ONLOS Charms Dev Ch Fadmescaf Ro drawn on	yal Phi Mastr	in pa	ated 22103123 art / Full payment of Bill No. /
Booking / Installment 20,000 f	GST	quadra.	Total 2000
against Flat / Shop No. 2011 A On	2Floor in	Bldgrola v	Ving at "Charms Padmavati Royal"
at Titwala (East) RS. 2000 (Subject to Realisation of Chaque / Draft		1. 11	CHARMS DEVELOPERS





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	Date: 27 103/23
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Man Wager

The state of the s	Date: 27/03/23
Sales Office : Charms Padamavati Royal, Titwala- Goveli road, Near	jivdani dhaba, Titwala (East)Kalvan- 421605
RECEIVED with thanks from Mr./Mrs./Miss Mithu	n Mohan thembore
the sum of Rupees five thousand onl	7
oy Cash / Cheque / Draft No. <u>ONVINE</u> drawn on Charms Dev Ch Fadmavati Royal Phi Mas	tr <u>dated 22/03/23</u>
Booking / Installment 5000 / GST	in part / Full payment of Bill No. / Total _5000 [
gainst Flat / Shop No. 2011A On Flow t Titwala (East)	or in Bldg 10/A Wing at "Charms Padmavati Royal
Rs. 5000 /	
	For CHARMS DEVELOPERS

blect to Realisation of Cheque / Draft

Authorised Signatory

