

AGREEMENT FOR SALE

ROMELL

Orbis

1 & 2 BHK RESIDENCES ANDHERI (E)



Corporate Office: 4th Floor, Prius Infinity, Subash Road,
Near Axis Bank, Vile Parle (East), Mumbai- 400 057.



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322/12964

Monday, September 11, 2023

1:35 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 14672 दिनांक: 11/09/2023

गावाचे नाव: सोगरा
दस्तावेजाचा अनुक्रमांक: वदर1-12964-2023
दस्तावेजाचा प्रकार : करारनामा
सादर करणाऱ्याचे नाव: समीर उग्रसेन गांधी

नोंदणी फी ₹. 30000.00
दस्त हाताळणी फी ₹. 3000.00
पृष्ठांची संख्या: 150

एकूण: ₹. 33000.00

आपणाम मूल दस्त ,खंबनेल प्रिंट,मूची-२ अंदाजे
1:55 PM ह्या वेळेस मिळेल.

Samudra
दुय्यम निबंधक, अंधेरी

बाजार मूल्य: ₹.14954525.03 /-
मोबवला ₹.22000000/-
भरलेले मुद्रांक शुल्क : ₹. 1320100/-

सह. दुय्यम निबंधक, अंधेरी क्र. १

- 1) देयकाचा प्रकार: DHC रकम: ₹.1000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0923115305393 दिनांक: 11/09/2023
बँकिचे नाव व पत्ता:
- 2) देयकाचा प्रकार: DHC रकम: ₹.2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0923119505136 दिनांक: 11/09/2023
बँकिचे नाव व पत्ता:
- 3) देयकाचा प्रकार: eChallan रकम: ₹.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH007857851202324E दिनांक: 11/09/2023
बँकिचे नाव व पत्ता:

Samudra

REGISTERED ORIGINAL DOCUMENT
DELIVERED ON... 13/9/2023

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधाव)					
Valuation ID	202309112691	11 September 2023, 12:13:04 PM			
मूल्यांकनाचे वर्ष	2023				
जिल्हा	मुंबई उपनगर)				
मूल्य विभाग	40-महारा (अंधेरी)				
उप मूल्य विभाग	भूभाग, उत्तरेस गावची हद्द, पुर्वेस व दक्षिणेस चोरे पंजाब कॉलनीचे पश्चिमेकडील दक्षिणेतर 18.30 मि रुंद वि. चो. रस्ता व पश्चिमेस हुतांगती मार्ग				
सर्व्हे नंबर /न. भू. क्रमांक	सि टी एस. नंबर 3165				
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.					
खुली जमीन	निकासी सदगिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक
09960	136460	179930	195580	156460	चौरस मीटर
बांधीव क्षेत्राची माहिती					
बांधकाम क्षेत्र (Built Up)-	87.71 चौरस मीटर	मिळकतीचा वापर-	निकासी सदगिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण, उद्देशाने सुविधा-	1-आर सी सी आहे	मिळकतीचे बंध- मजला -	0 TO 2थर 5th floor To 10th floor	बांधकामाचा दर -	Rs.30250/-
रस्ता सन्मुख -					
Sale Type - First Sale					
Sale/Resale of built up Property constructed after circular dt.02/01/2018					
मजला निहाय घट/वाढ	= 100% apply to rate= Rs.164283/-				
घसा-पानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर	= (वार्षिक मूल्यदर - खुल्या जमिनीचा दर) + घसा-पानुसार टक्केवारी) + खुल्या जमिनीचा दर) = ((164283-09960) * (100 / 100)) + 09960) = Rs.164283/-				
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 164283 * 87.71 = Rs.14409261.93/-				
E) बंदिस्त वाहन तळाचे क्षेत्र बंदिस्त वाहन तळाचे मूल्य	13.94 चौरस मीटर = 13.94 * (156460 * 25/100) = Rs.545263.1/-				
Applicable Rules	= 10,4,16				
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य + रस्त्याचे मूल्य + मॅट्रिगार्डन वगैरेस क्षेत्र मूल्य + लफट्या गळीचे मूल्य + वरील गळीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भेसातील खुल्या जमिनीचे मूल्य - बंदिस्त बाळकनी + मोजमापनाचे घटनावत = A + B + C + D + E + F + G + H + I + J = 14409261.93 + 0 + 0 + 0 + 545263.1 + 0 + 0 + 0 + 0 + 0 = Rs.14954525.03/-				

Home Print

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CHALLAN
MTR Form Number-6



GRN	MH007857851202324E	BARCODE			Date	08/09/2023-14:57:08	Form ID	25.2
Department				Inspector General Of Registration				
Type of Payment				Stamp Duty Registration Fee				
Office Name				BDR1_JT SUB REGISTRAR ANDHERI NO 1				
Location				MUMBAI				
Year				2023-2024 One Time				
Account Head Details			Amount In Rs.		Payer Details			
0030045601 Stamp Duty			1320100.00		TAX ID / TAN (If Any)			
0030063301 Registration Fee			30000.00		PAN No.(if Applicable)		AHHPG7539E	
Full Name				SAMEER UGRASEN GANDHI				
Flat/Block No.				ROMELL ORBIS - B 904				
Premises/Building				VILLAGE OF MOGRA				
Road/Street				ANDHERI EAST				
Area/Locality				ANDHERI EAST				
Town/City/District								
PIN				4 0 0 0 6 9				
Remarks (If Any)				PAN2=AABCR6582L-SecondPartyName=ROMELL PROPERTIES PVT LTD-				
Amount In				Thirteen Lakh Fifty Thousand One Hundred Rupees On				
Words				ly				
Total				13,50,100.00				
Payment Details				STATE BANK OF INDIA				
FOR USE IN RECEIVING BANK								
Cheque/DD Details				Bank CIN Ref. No. 00040572023090854981 CKX9434350				
Cheque/DD No.				Bank Date RBI Date 08/09/2023-14:58:31 Not Verified with RBI				
Name of Bank				Bank-Branch STATE BANK OF INDIA				
Name of Branch				Scroll No. , Date Not Verified with Scroll				

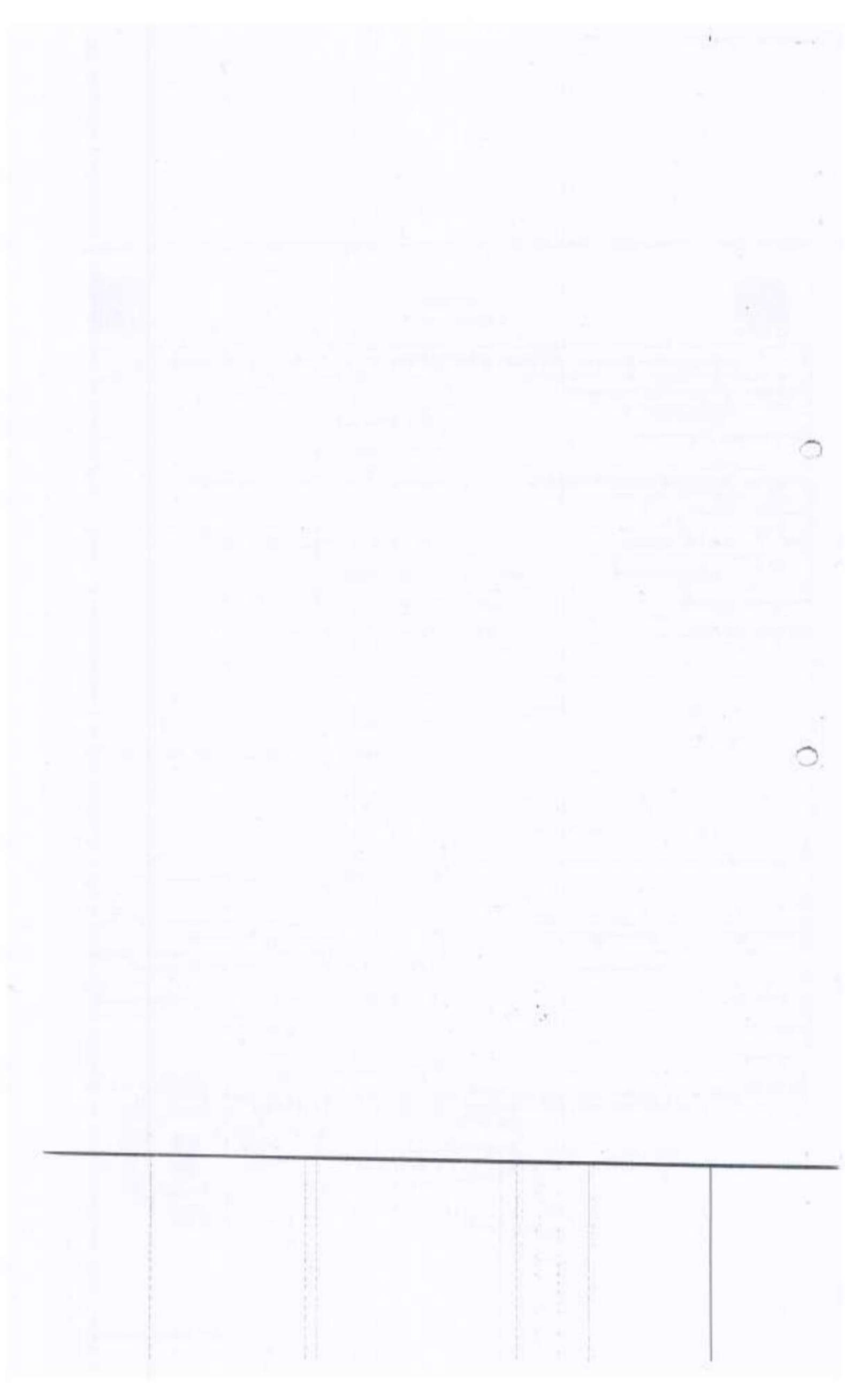
Department ID :

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered documents.
 सधर चलान फॉर्मट दुय्यम निबंधक कार्यालयात नोंदणी करायच्या दस्तावेजासाठी लागू आहे. नोंदणी न करतावयाची आहे. नोंदणी न करतावयाची आहे. नोंदणी न करतावयाची आहे. नोंदणी न करतावयाची आहे.

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Sameer Gandhi



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१२०८५	३	३५०
२०२३		



AGREEMENT FOR SALE

(Agreement for Sale u/s. 4 of 'The Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963' & Rule 5 of 'The Maharashtra Ownership Flats (Regulation of the Promotion of Construction, etc.) Rules, 1964',


Read With


S.13(2) of 'The Real Estate (Regulation and Development) Act, 2016',

Read With

Rule 10 r/w 'Annexure A' of 'the Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine Payable, Forms of Complaints and Appeal, etc.) Rules, 2017'.

MahaRERA Registration No. P51800023625 dated 24th December, 2019 renewed as on 30th March, 2022.

Promoter 


Purchaser/s

Sanjiv

THIS AGREEMENT is made at Mumbai, this 11th day of Sep. in the year TWO THOUSAND AND TWENTY THREE (2023).

BETWEEN

ROMELL PROPERTIES PVT. LTD., a Company incorporated under the Companies Act, I of 1956 and governed by the provisions of the Companies Act, 2013 possessing CIN No. U45200MH1999PTC120026 and (PAN AABCR 6562L), having its registered office at Gharkul C.H.S., Flat No.102, Wing-B, Azad Road, Vile Parle (East), Mumbai 400 057 and corporate office at 'Prius Infinity', 4th Floor, Subhash Road, Vile Parle (East), Mumbai 400 057, represented by its Managing Director and Authorized Signatory, Mr. Jude Romell and/or Mr. Donnic Romell, hereinafter referred to as "**the Promoter**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title and assigns) of the **ONE PART**;

AND

(1) MR. SAMEER UGRASEN GANDHI Adult/s Indian Inhabitant/s, residing/having address at **10/7, JEEVAN JYOTI, TARUN BHARAT SOCIETY, CHAKALA, SAHAR P & T COLONY, ANDHERI EAST, MUMBAI 400 099**, hereinafter referred to as "**the Purchaser/s**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include (i) in the case of individual/s his/her/their heirs, executors, administrators, successors and permitted assigns, (ii) in the case of a partnership firm and limited liability partnership, the partner or partner for the time being constituting the said firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their his or her permitted assigns and (iii) in the case of a company, its successors-in-title and permitted assigns) of the **OTHER PART**;


[Signature]
(Promoter)

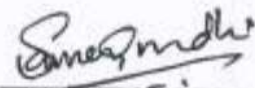
[Signature]
(Purchaser/s)

WHEREAS:-

Description of Plot No.365, the said Larger Property herein owned by the Promoter:

- A. The Promoter herein, namely, Romell Properties Pvt. Ltd. is the absolute owner of and is seized, possessed of and sufficiently entitled to ALL THAT piece and parcel of freehold land or ground, hereditaments and premises bearing **CTS No. 365** admeasuring **3,969.90 sq. mtrs.** as per Property Register Card corresponding to Survey No. 27/1, 27/3 (part), 23A/2 (part) and 29/1(part) situate, lying and being in the revenue Village of Mogra, Taluka Andheri, Mumbai Suburban District and otherwise situated at Vijay Raut Road, Pump House, Near Sher-E-Punjab, Mogra, Andheri (East), Mumbai - 400 093 in 'K - East' Ward, within the Registration District and Sub District of Mumbai City and Mumbai Suburban and is more particularly described **Firstly** in the **First Schedule** hereunder written, hereinafter referred to as the "**said Plot No. 365**". The office of the Collector Mumbai Suburban District vide its Order No. C/ Karya-3C/Povi/SR-2245 dated 2nd February, 2023 has sanctioned the Amalgamation and Sub-Division of the said Plot No. 365 and is now bearing **CTS Nos. 365/A, 365/B, 365/C, 365/D and 365/E** collectively admeasuring **3,969.90 sq. mtrs.** as per the Property Register Card and is more particularly described **Secondly** in the **First Schedule** hereunder written, hereinafter referred to as the "**the said Larger Property**";
- B. The Promoter herein is also the absolute owner of and sufficiently seized, possessed of and entitled to Plot of land bearing **CTS No. 382** also situated in the revenue Village of Mogra, Taluka Andheri, Mumbai Suburban District, hereinafter referred to as the "**said Plot No.382**";
- C. The ownership rights of both the above Plots were conveyed and transferred in favour of the Promoter by virtue of common deeds and documents, however this Agreement is with respect to Plot No.365, the said Larger Property herein and the development thereon;


(Promoter)


(Purchaser/s)

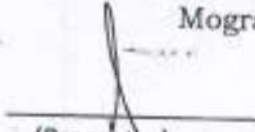
Particulars of the devolution of title of the said Plot No.365:

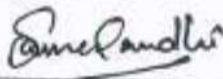
D. The Promoter has derived its rights, title and interest in the said Plot No. 365 by virtue of duly registered title deeds and documents executed by the legal heirs of late Chaturbhai Prabhudas Patel, the erstwhile owner thereof, and the Root of title of the Promoter is as stated hereunder:

- (i) By a Deed of Partition dated 30th April, 1949, registered at the Office of the Sub-Registrar of Assurances at Bandra under Sr. No. BND/470 of 1949 of Book No. I together with Plan Nos. 1, 2 and 3 annexed thereto, executed by and between (1) Purshottam Lallubhai Patel, the Party of the First Part therein, (2) Kantilal Haribhai Patel, the Party of the Second Part therein and (3) Chaturbhai Prabhudas Patel, the Party of the Third Part therein, the parties therein have recorded that they have jointly purchased as Tenants-in-common the agricultural plots of lands at Village Mogra formerly in Taluka South Salsette, now in Greater Bombay, District Bombay Suburban, Registration Sub-District of Bandra as more particularly described in Schedule "A" to the Deed of Partition and the parties to the said Deed of Partition as per their mutual understanding and on the terms and conditions recorded therein, have partitioned the property described in Schedule "A" thereto by metes and bounds. Accordingly the Plots of land allotted in favour of said Chaturbhai Prabhudas Patel, as his absolute share came to be described in Schedule "D" to the Deed of Partition and shown demarcated in red colour boundary lines in "Plan No. 3" annexed thereto and the corresponding survey numbers to the said Plot Nos. 365 and 382 are described in Schedule "D" thereto. The fact of the partition of properties at Village Mogra as recorded in the said Deed of Partition came to be mutated in the record of rights vide Mutation Entry No.512 dated 10th August, 1953;

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(ii) By virtue of the said duly registered Deed of Partition dated 30th April, 1949, said Chaturbhai Prabhudas Patel became the absolute owner of and seized, possessed and well and sufficiently entitled to said Plot No. 365 and 382 at Village Mogra, Taluka Andheri, Bombay Suburban District;


(Promoter)


(Purchaser/s)

- (iii) Thereafter, said Chaturbhai Prabhudas Patel along with his brothers Harmanbhai Prabhudas Patel and Bhilalbhai Prabhudas Patel was carrying on business of Milk Dairy Farm, milk merchants and as owners of buffalo stable farms and for the purpose of carrying on the said business, a partnership firm under the name and style of M/s. Chaturbhai Prabhudas was constituted, hereinafter referred to as **"the Firm"**. From time-to-time various Deeds of Partnership came to be executed to give effect to the change in the constitution resulting from either the death of the partners and/or retirement or admission of new partner/s;
- (iv) The said Chaturbhai Prabhudas Patel, died intestate on or about 3rd March, 1962, leaving behind his widow Smt. Kashiben Chaturbhai Patel, 5 sons and 3 daughters viz., (1) Jashbhai Chaturbhai Patel, (2) Natwarbhai Chaturbhai Patel, (3) Dinesh Chaturbhai Patel, (4) Hargovind Chaturbhai Patel, (5) Vasant Chaturbhai Patel, (6) Suryaben Chaturbhai Patel, (7) Madhuben Chaturbhai Patel and (8) Nirmalaben Chaturbhai Patel as his legal heirs and next-of-kin, hereinafter referred to as **"the said Heirs of Chaturbhai Prabhudas Patel"**;
- (v) The said Heirs of Chaturbhai Prabhudas Patel as his heirs and legal representatives inherited the entire estate left behind by the late Chaturbhai Prabhudas Patel at the time of his death, accordingly their names were mutated in the Record of Rights of the said Plots No. 365 and 382 vide common Mutation Entry No. 971 dated 23rd December, 1964. Further, Property Register Card in respect of the said Plots No. 365 and 382 were also opened and on making inquiries the names of the said Heirs of Chaturbhai Prabhudas Patel were recorded as Original Holders since 1965;
- (vi) The said Kashiben Chaturbhai Patel, widow of Chaturbhai Prabhudas Patel, died intestate on or about 24th March 1997, leaving behind 5 sons and 3 daughters viz., the Heirs of Chaturbhai Prabhudas Patel, recorded hereinabove, as her legal heirs and next-of-kin. The said Heirs of Chaturbhai Prabhudas Patel inherited the entire estate left

(Promoter)

(Purchaser/s)

behind by the deceased Kashiben Chaturbhai Patel at the time of her death including the said Plots No. 365 and 382;

(vii) The said Hargovind Chaturbhai Patel, son of Chaturbhai Prabhudas Patel, died intestate on or about 17th May, 2004, his widow Smt. Hansaben Hargovind Patel, died intestate on 6th December, 2005, leaving behind son, Rupesh Hargovind Patel and daughter Darshana Amin alias Darshana Hargovind Patel, as their legal heirs and next-of-kin. Accordingly, the names of Rupesh Hargovind Patel and Darshana Amin alias Darshana Hargovind Patel were mutated vide common Mutation Entry No. 266 dated 14th October, 2008;

(viii) By and under a Deed of Conveyance dated 30th March, 2007, registered at the Office of the Sub-Registrar of Assurances at Andheri No. 1 under Sr. No. BDR-1/2702 of 2007, executed by and between said Jashbhai Chaturbhai Patel, the Vendor therein of the One Part, in favour of Romell Properties Pvt. Ltd., the Purchaser therein of the Other Part, the Vendor therein sold, conveyed and transferred in favour of the Purchaser therein his 1/8th (one-eighth) undivided share, right, title and interest in the said Plot No. 365 referred to as the said Larger Property herein and said Plot No. 382, for the agreed valuable ration more particularly set out therein. Accordingly, the name of Romell Properties Pvt. Ltd. was mutated in the Revenue Records as Holder/Owner of said Plots No.365 and 382 for 1/8th (one-eighth) undivided share therein vide common Mutation Entry No. 197 dated 28th May, 2007;

(ix) Thereafter, in furtherance to the execution of the Deed of Conveyance dated 30th March, 2007, said Jashbhai Chaturbhai Patel executed a Power of Attorney of the same date conferring upon Romell Properties Pvt. Ltd., Jude Romell and Dominic Romell, jointly and/or severally powers to deal with the said Plots No. 365 and 382;

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(x) By another Deed of Conveyance dated 2nd May, 2008, registered at the Office of the Sub-Registrar of Assurances at Andheri No. 1 under Sr. No. BDR-9/3879 of 2008, executed



(Promoter)

(Purchaser/s)

by and between the said (1) Natubhai C. Patel, (2) Dinesh C. Patel, (3) Vasant C. Patel, (4) Pushpa Chimanbhai Patel (Suryaben Chimanbhai Patel) Nee Suryaben C. Patel, (5) Madhuben B. Patel (Nee Madhuben C. Patel), (6) Nirmalaben H. Patel (Nee Nirmalaben C. Patel), (7) Rupesh H. Patel, son of the deceased Hargovind C. Patel and (8) Darshana M. Amin (Nee Darshana Hargovind Patel), daughter of the deceased Hargovind C. Patel, the Vendors therein of the One Part in favour of Romell Properties Pvt. Ltd., the Purchaser therein of the Other Part, the Vendors therein sold, conveyed and transferred in favour of the Purchasers therein, their entire 7/8th (seven-eighth) undivided share, right, title and interest in the said Plot No. 365 referred to as the said Larger Property herein and said Plot No. 382 for the agreed valuable consideration more particularly set out therein. Accordingly, the name of Romell Properties Pvt. Ltd. has been mutated in the Revenue Records of said CTS No.365 and 382 as Holders/Owners for the balance 7/8th (seven-eighth) undivided share therein vide common Mutation Entry No. 267 dated 14th October, 2008;

(xi) Thereafter, in furtherance to the execution of the Deed of Conveyance dated 2nd May, 2008, the said Natubhai Chaturbhai Patel and Others have executed a Power of Attorney of the same date, registered at the Office of the Sub-Registrar of Assurances at Andheri No. 3 under Sr. No. BDR-9/3880 of 2008 registered on 7th May, 2008 conferring upon Romell Properties Pvt. Ltd., Jude Romell and Domnic Romell, jointly and/or severally powers to deal with the said Plots No. 365 and 382;

(xii) In view of the above circumstances by virtue of the aforesaid two registered Deeds of Conveyance dated 30th March, 2007 and 2nd May, 2008, the Promoter became the sole and absolutely owner of and seized and possessed of and otherwise well and sufficiently entitled to the said Plots No. 365 and 382;

E. Particulars of certain proceedings filed by the retired partners of the said Firm and the orders vide which the said Plots No. 365 and 382 stood vacated from the proceedings, are as under:


(Promoter)

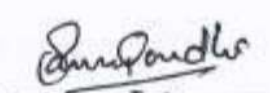
(Purchaser/s)

- (i) As recorded in Paragraph D(iii) hereinabove, Chaturbhai Prabhudas Patel alongwith his brothers Harmanbhai Prabhudas Patel and Bhilalbhai Prabhudas Patel were the original partners of partnership firm of M/s. Chaturbhai Prabhudas and from time-to-time various Deeds of Partnership came to be executed to give effect to the change in the constitution resulting from either the death of the partners and/or retirement and/or admission of new partner/s;
- (ii) Subsequently, the Firm was registered with the Registrar of Firms under Regd. No. BA - 18399 on 27th May, 1988;
- (iii) Prior to the registration of the Firm with the Registrar of Firms, the said Harmanbhai Prabhudas Patel and his son Yogendra Harmanbhai Patel had retired from the said Firm. However, since it was contended by Harmanbhai Prabhudas Patel that he was not paid and provided his share of his entitlement in the properties and assets of the Firm, Harmanbhai Prabhudas Patel filed Special Civil Suit No. 253 of 1984 (later re-numbered as Sp. Civil Suit No. 145/1989) before the Ld. Civil Judge (Sr. Div.), Nadiad, State of Gujarat for the dissolution of partnership firm of M/s. Chaturbhai Prabhudas and for various other reliefs as recorded therein. Finally, by a Judgment and Decree dated 5th May, 1993 the Special Civil Suit came to be dismiss;
- (iv) Maniben Harmanbhai Patel and Others, the heirs of original Plaintiffs, filed First Appeal No. 1121 of 1993 in the Hon'ble Gujarat High Court at Ahmedabad against said Jashbhai Chaturbhai Patel and Others challenging the said Judgment and Decree dated 5th May, 1993. Civil Application No. 2078 of 1993 filed by Maniben Harmanbhai Patel and Others in the First Appeal for Order of injunction interalia restraining Jashbhai Chaturbhai Patel and Others from alienating the suit properties was allowed by Order of Injunction/Status Quo dated 21st June 1993; Thereafter, said Jashbhai Chaturbhai Patel and Others filed Civil Application No. 5993 of 1995 in First Appeal No. 1121 of 1993 in the Hon'ble Gujarat High Court for modification of

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 (Promoter)


 (Purchaser/s)

the said Order of Injunction dated 21st June, 1993. By an Order dated 5th May, 1999 the Hon'ble Gujarat High Court disposed the Civil Application No. 5143 of 1995 concluding that the Plaintiffs' i.e. Heirs of Harmanbhai Prabhudas Patel's claim to be only to the extent of 1/6th share in the properties alleged to be of the partnership firm, accordingly, the interim injunction/status-quo granted by the aforesaid Order dated 21st June, 1993 in respect of the Plots No.365 and 382 stood vacated. Particulars of the other dispute is more elaborately indicated in the Title Report issued by Advocate Merlyn Dias, which is annexed to this Agreement;

- (vi) The Promoter herein specifically records that the details of the litigations contested by the Heirs of late Chaturbhai Prabhudas Patel and the retired partners of the Firm have been recorded in the two Deeds of Conveyance executed in favour of the Promoter, however despite the pendency of the above litigations, the Heirs of Chaturbhai Prabhudas Patel as Owners agreed to sell, convey and transfer and the Promoter agreed to purchase the said Plots No.365 and 382, as the two plots stood vacated from the interim injunction/status quo vide Order dated 5th May, 1999 passed by the Gujarat High Court and on the basis of the further Declarations and Supplemental Writings executed by the said Heirs of Chaturbhai Patel in favour of the Promoter as recorded hereinbelow, indicating that the final outcome of the said litigations will not and does not affect the title of the Promoter to the said Plot No.365 and 382, consequently there are no impediment in the development of the said CTS No.365, said Larger Property herein, by the Promoter. The Promoter as owner is in continuous and uninterrupted possession of the said Plots No. 365 and 382 since the year 2008 when the plots were conveyed in favour of the Promoter and the Promoter is not a party to any of the litigations;

F. **Particulars of Further Documents recording the particulars of title of Plot No.365:**

- (i) That as the interim injunction stood vacated with respect to the said Plots No.365 and 382 by Order dated 5th May, 1999 as recorded hereinabove and as the names of the heirs

(Promoter)

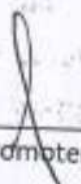
(Purchaser/s)

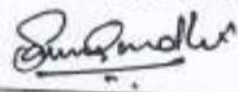
of Chaturbhai Prabhudas Patel as Original Holders of the said Plot No. 365 and Plot No.382 were recorded on the Property Register Card since 1965, Joint Venture Understanding dated 29th March, 2003 was executed by and between the said Heirs of Chaturbhai Prabhudas, the Owners therein of the One Part and M/s. Romell Properties Pvt. Ltd. represented by its directors viz., Jude John Romell and Dornic John Romell, the Land Developers therein of the Other Part, the Owners therein against receiving part consideration from the Land Developers therein agreed to grant the right to develop the said Plot No. 365 and Plot No.382 in favour of the Land Developers therein for the consideration and on the terms and conditions more particularly setout therein;

- (ii) The said Pankaj Jashbhai Patel, (2) Praful Jashbhai Patel and (3) Mahesh Jashbhai Patel as they claimed no rights in the said Plots No. 365 and 382, they executed Declaration Cum Indemnity dated 19th November, 2004, whereby they have therein declared that they were the partners of the Firm, M/s. Chaturbhai Prabhudas and they have retired from the said firm with effect from 21st January, 2003 and they have confirmed, admitted and acknowledged that their father viz., Jashbhai Patel and his four brothers have entered into a MOU-Memorandum of Understanding with Romell Properties Pvt. Ltd. in respect of Plots No. 365 and 382 and they further confirmed and declared that they as retiring partners shall not realize any amounts towards their share and entitlement in the Partnership Firm and they will also not realize any amounts from the Plots No. 365 and 382 but will reserved their rights to realize the amounts of their share from the rest of the assets of the Partnership firm;
- (iii) In furtherance to the said Jashbhai Chaturbhai Patel executing the duly registered Deed of Conveyance dated 30th March, 2007 recorded in paragraph D(viii) hercinabove he has by and under a Declaration Cum Indemnity dated 30th March, 2007 registered at the Office of the Sub-Registrar of Assurances, Jalgaon No. 1 under Sr. No. BDR-1/2703 of 2007 declared and confirmed that by Declaration dated 19th

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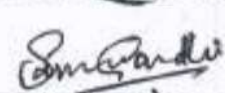

(Promoter)


(Purchaser/s)

November, 2004 (recited in Para F(ii) hereinabove) his sons said (1) Pankaj Jashbhai Patel, (2) Praful Jashbhai Patel and (3) Mahesh Jashbhai Patel have declared and confirmed that they have no claim or right in the undivided share of their father Jashbhai Chaturbhai Patel in the said Plot No. 365 and Plot No.382 and the sale in favour of Romell Properties Pvt. Ltd., the Promoter herein has been effected with the consent of his three sons;

- (iv) In furtherance to the execution of the above Deed of Conveyance, Power of Attorney and Declaration Cum Indemnity all dated 30th March, 2007, Jashbhai Chaturbhai Patel has executed a Supplemental Writing of the same date, the Vendor therein of the One Part in favour of Romell Properties Pvt. Ltd., the Purchaser therein of the Other Part, the said Jashbhai Chaturbhai Patel as the Vendor therein specifically states, records, confirms and assures that whatever is the outcome of the First Appeal pending before the Hon'ble Gujarat High Court, the Plots No. 365 and 382 conveyed in favour of the Promoter, the Purchaser therein, shall not be affected;
- (v) Thereafter, the said Natubhai Chaturbhai Patel and Others who have also in furtherance to the duly registered Deed of Conveyance dated 2nd May, 2008 recited in paragraph D(x) hereinabove have vide a Supplemental Writing dated 11th June, 2008 registered at the Office of the Sub-Registrar of Assurances at Andheri No. 3 under Sr. No. BDR-9/5017 of 2008 registered on 16th June, 2008 executed by said (1) Natubhai C. Patel, (2) Dinesh C. Patel, (3) Vasant C. Patel, (4) (i) Rupesh H. Patel, son of the deceased Hargovind C. Patel and (ii) Darshana M. Amin (Nee Darshana H. Patel), daughter of the deceased Hargovind C. Patel, as Natubhai C. Patel and others therein of the First Part; (1) Sanjay N. Patel and (2) Rupesh H. Patel the Confirming Parties therein of the Second Part in favour Romell Properties Pvt. Ltd. therein of the Third Part. The said Natubhai C. Patel and others therein and the Confirming Parties therein specifically state, record, confirm and assure therein that whatever be the outcome of the Proceedings of the First Appeal No.


(Promoter)


(Purchaser/s)

1121 of 1993 pending in the Hon'ble Gujarat High Court or in the Arbitration Proceedings also pending before the Hon'ble Gujarat High Court, the Plots No. 365 and 382 conveyed in favour of Romell Properties Pvt. Ltd. shall remain unaffected and the parties further record that Romell Properties Pvt. Ltd. by virtue of the aforesaid two Deeds of Conveyance has become absolutely entitled to the entire 100% share in the said Plots No. 365 and 382;

- (vi) In view of the aforesaid two Deeds of Conveyance and the Declarations and Supplemental Deeds executed by the Heirs of Chaturbhai Prabhudas Patel, Romell Properties Pvt. Ltd., the Promoter herein has a valid, subsisting clear and a marketable title to the said Plot No.365, save and except as mentioned hereinbelow;
- (vii) By an Indenture of Mortgage dated 28th December, 2022 duly registered with the office of the Sub-Registrar of Assurances at Andheri No.3 under Sr. No. BDR-9/403 on 6th January, 2023, executed by Romell Properties Pvt. Ltd, as 'Mortgagor' therein of the One Part and ICICI Bank Limited, as 'the Mortgagee' therein of the Other Part, presently the Mortgagee/Bank has granted the Term Loan Facility in favour of the Mortgagor against the security of the said Larger Property, the Project Building and the future receivables by way of mortgage in the manner and on the terms and conditions as set out therein.

G. Permissions under the Urban Land (Ceiling & Regulation) Act, 1976:

- (i) Further the Additional Collector and Competent Authority (ULC) Greater Mumbai u/s. 20 of U.L. (C&R) Act, 1976, issued Order No. C/ULC/D.III/Sec.20/(NGL)/SR - XV/2380/A141 dated 10th December, 2003 and granted exemption in respect of the said Plot No.365 and Plot

बदर - ३ NO.382, subject to the various terms and conditions as recorded thereon.

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(Promoter)



Amey Parikh
(Purchaser/s)

Approved proposal to be implemented by the Promoter on the said Plot No.365:

H. The Promoter has informed/represented to the Purchaser/s as under:


- (i) Pursuant to the Promoter obtaining the Development Permission from MCGM along with all requisite permissions for the development of the said Plot No.365 under the Development Plan for Greater Mumbai, 1991, the Promoter as owner of Plot No. 365 thereafter submitted building plans for construction of buildings thereon. The said plans were approved and duly sanctioned by the Municipal Corporation of Greater Mumbai (hereinafter referred to as "**the M.C.G.M**" or "**the said Planning Authority**") vide IOD No. CE/9495/(WS) A.K. dated 11th December, 2008, hereinafter referred to as "**the said original sanctioned IOD**" and "**the said Original Plan of 2008**", which said Plans were further amended from time to time, as set out herein after;
- (ii) Under the sanctioned Development Control and Promotion Regulations for Greater Mumbai, (DCPR) 2034, K/East Ward, the said Plot No.365 falls under Residential Zone and is affected partly by reservation for Affordable Housing (RR2.2), partly by Garden Park (ROS1.5) and by proposed 18.30 metre Wide D. P. Road and the said proposed D. P. Road naturally subdivides the said Plot No. 365 into Sub Plots;

Survey Remark

- (iii) In view of the said Plot No.365 being affected by various reservations as per the DCPR, 2034 and the 18.30 metre road naturally subdividing the said Plot, the Promoter has got the said Plot No.365 surveyed as per the Sanctioned Development Plan 2034 and Road Line for the said Plot No. 365, accordingly MCGM issued Survey Remark under No. AE/111/SR/SURVEY-WS-1 dated 28th January 2012.

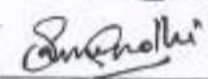
Layout Permission

- (iv) In view of the said Plot No.365 being affected by various reservations as per the DCPR, 2034 and said Plot No.365


(Promoter)

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(Purchaser/s)

being naturally divided by D. P. Road having width of 18.30 metre running along the north-south side of the Plot 365, the Promoter submitted an application to MCGM for the amalgamation and sub-division. The Municipal Corporation of Greater Mumbai has vide its Layout Approval Letter No. P-7866/ 2021/ (365)/ K/E Ward/ MOGRA/ 302/1/New dated 4th October, 2021 approved and sanctioned the amalgamation and sub-division of the Plot No.365 on the terms and conditions recorded therein. Accordingly, the said Plot No.365 is divided into subplots A, B, C & D, and it has been shown and demarcated that Sub Plot-A admeasuring 2,216.08 sq. mtrs. is entirely under the reservation for R.R.2.2 (Affordable housing) and is affected by a Nalla adm. 2 metre on the south of Sub Plot- A; Sub Plot-B admeasuring 205 sq. mtrs. is entirely under the reservation ROS1.5 Garden/Park, (being part of larger reservation); Sub Plot-C admeasuring 1190 sq. mtrs. is falling under the Road set-back and Sub Plot-D is naturally subdivided by a Nalla and is admeasuring 358.82 sq. mtrs. and is entirely under the reservation for R.R.2.2 (Affordable housing) and is partly encroached by hutments/occupants;

However, the office of the Collector Mumbai Suburban District vide its Order No. C/ Karya-3C/Povi/SR-2245 dated 2nd February, 2023 has sanctioned the Amalgamation and Sub-Division of the said Plot No. 365 and is now bearing CTS No. 365/A to 365/E collectively admeasuring 3,969.90 sq. mtrs., wherein (i) CTS No. 365/A admeasuring 2,216.08 sq. mtrs. is entirely under the reservation for Affordable Housing (RR2.2), referred to as the Project Land herein below, (ii) CTS No. 365/B admeasuring 1,190 sq. mtrs. is falling under 18.30 metre wide D.P. Road, (iii) CTS No. 365/C admeasuring 358.82 sq. mtrs. is also entirely under the reservation for Affordable Housing (RR2.2), (iv) CTS No. 382/D admeasuring 186.89 sq. mtrs. and CTS No. 382/E admeasuring 18.11 sq. mtrs. are entirely under the reservation of Garden Park (ROS1.5) as per the Property Register Card and are more particularly described secondly in the First Schedule hereunder written and defined as a larger Property;

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(Promoter)


(Purchaser/s)

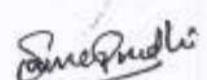
Project Land

- (v) Pursuant to the aforesaid Layout sub-division of the said Plot No.365 and the order of the Collector, MSD dated 2nd February, 2023, the sub divided Plot - A now bearing CTS No. 365/A admeasuring **2,216.08 sq. mtrs.** entirely under the reservation for R.R.2.2 (Affordable housing) and affected by a Nalla having width of 2.00 metre on the south of Sub Plot- A is the land being developed by the Promoter herein and is shown in **Blue** colour boundary lines in **the Layout Plan** annexed hereto as **Annexure 'A'** and is more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as "**the said Property or "the said Project Land"**");

Revised Development Permission:

- (vi) Further MCGM has vide Development Permission Approval Letter No. P-7866/2021/(365)/K/E Ward/MOGRA/302/1/ New dated 4th October, 2021 granted revised development permission for Sub Plot - A/ CTS No. 365/A, under Regulation 17(1) of DCPR 2034 for development of the Project Land entirely reserved for R.R.2.2 (Affordable housing) thereon and for and on the basis of the terms and conditions contained therein. As per the Revised Development Permission the Promoter is under the obligation to handover 50% of zonal built-up area of the said Sub Plot- A/ CTS No. 365/A i.e. the said Project Land herein in the form of tenements, each having carpet area not less than 27.88 sq. mtrs. (300 sq. ft) to MCGM, free of charge for allotment to persons affected by project undertaken by MCGM, thereafter the Promoter would be entitled to have full permissible FSI of the plots without taking into account the area so handed over to MCGM;
- (vii) Pursuant to the aforesaid ~~Layout sub-division~~ of Plot No. 365 and order of the Collector, MSD dated 2nd February, 2023, CTS Nos. 365/D & 365/E are ~~entirely~~ ^{partly} under the reservation ROS 1.5 (Garden/Park) and CTS No. 365/B falling under the Road set-back is to be handed over to MCGM and the concerned planning authority. The Promoter as owner of CTS


(Promoter)


(Purchaser/s)

No. 365/D & 365/E and CTS No. 365/B is entitled to utilize the F.S.I/T.D.R. of such handed over portion in the construction of the building/s on the said Project Land. With respect to CTS No.365/C the same is entirely reserved for RR2.2 (Affordable housing) and is partly encroached by hutments/occupants and therefore FSI of the same is presently kept balance and is not being utilized for the development of the said Project Land;

(viii) Pursuant to the aforesaid Layout approval and the grant of the Revised Development Permission, the Promoter duly amended the said Original Sanctioned Plan of 2008 and submitted Revised Plans as per Notification u/no.TPB-4319/CR-25/2019/UD-11 dated 24th November, 2021 for construction of building/s on the said Project Land, the amended plans have been duly sanctioned by MCGM under File No. CE/9495/BP/WS/AK/337/5/Amend dated 6th January, 2022, hereinafter referred to as "**the said Amended Plan of 2022**";

(ix) The said Amended Plan of 2022, envisages construction of Residential Building on the said Project Land in accordance with the approved plans, designs and specifications approved by M.C.G.M. under DCPR, 2034 comprising of "a Multistoried High Rise Residential Building consisting of two wings, viz., Wings 'A' & Wing 'B', comprising of a common ground floor; having stilt with height of 3.35 metre for car parking in Wing 'A' and part shops/commercial premises in Wing 'B' + 1st to 19th upper habitable floors with floor to floor height of 2.87 metre + 20th floor partly as fitness center and partly for residential use with total height of 60.90 metre from general ground level to terrace level, with Refuge Area on the 8th and 15th floor of each wing TOGETHER WITH proposed One automated Mechanized Car Parking Tower at

बदर the South side of the Project Land adjacent to Wings 'A' & 'B', having total height of 39.25 metre from ground level to top level with 1.00 metre wide M. S. staircase with 1.00 metre wide M. S. platform at every alternate floor level and One Swimming Pool on the top level of the Car Parking Tower open to sky which will be accessible from the terrace


(Promoter)

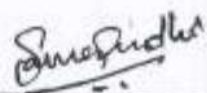
(Purchaser/s)

of Wings 'A' & 'B' having deck slab at 61.50 metre to be known as "**Romell Orbis**" which is hereinafter referred to as "**Project Building**" or any other name as may be decided by the Promoter. The said Project Land being Sub Plot- A CTS No.365/A herein along with the Project Building known as "Romell Orbis" being constructed thereon is hereinafter collectively referred to as "**the Project**" and/or "**the said Project "Romell Orbis"**" as more particularly described in the **Third Schedule** hereunder written;

Further Requisite Permissions granted with respect to the Project "Romell Orbis":

- (x) **Civil Aviation NOC:** No Objection Certificate for Height Clearance is issued under Letter No. AAI/ RHQ/ WR/ NOC/ SNCR/ WEST/ B/ 030118/ 284600/44/1242 dated 19th March, 2019 which records that the Permissible top elevation AMSL is 86.34 metre and Site Elevation is 23.297 metre AMSL, i.e. AGL 63.043 metre Building height is permissible. The Promoter has proposed building with height of 63 metre AGL upto top of OHT . The Promoter will comply with the conditions mentioned therein and as amended from time to time including any conditions/omissions as may be necessary in order to obtain greater height;
- (xi) **CFO NOC:** The revised CFO NOC stipulating fire protection and fire-fighting requirements for the proposed High - rise building on the said Project Land has been approved by the CFO under no. CE/9495/BP/WS/AK/CFO/2/Amend-2 dated 3rd December, 2021 for and on the terms and conditions mentioned therein;
- (xii) The Promoter informs and represents that in compliance with the Revised Development Permission for Sub Plot-A/CTS No.365/A, the said Project Land herein granted under Development Permission Approval Letter No. P-78/2021/ (365) /K/E Ward/ MOGRA/ 302/ New dated 10th October, 2021 and as recorded in Recital C(w) herein above total 27 tenements in Wing 'A' along with 4 numbers parking spaces, will be handed over to MCGM free of cost floors to the 7th floor of Wing A. The Promoter further


(Promoter)


(Purchaser/s)

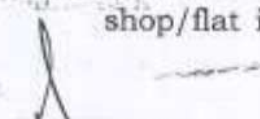
represents herein that due to planning constraints it is difficult to carve out 40% area of the said Project Land, hence necessary concessions for allowing development as per Reg. 17(1) Note (20)(i) i.e. by charging premium as per policy are approved by the Promoter from the Hon'ble Municipal Commissioner, hence the Promoter has paid the requisite premium towards not handing over land admeasuring 886.43 sq. mtrs. before approval of the said Amended Plan of 2022;

(xiii) The Promoter informs and represents that due to the planning constrains since there are restrictions in height due to civil aviation and the other hardships in planning due to the D.P. Reservations affecting the said Project Land, the Promoter proposed the floor to floor height of the habitable floor to be made available is 2.87 metre as against the permissible height of 2.90 metre as per Reg.37 table no.15(1)(a) of DCPR, 2034, MCGM has granted the request by a permission granted by the Municipal Commissioner on account of demonstrable hardship as provided in DCR 6 of the DCPR, 2034 of MCGM and as per the said Amended Plan of 2022 deficiency of height has been allowed hence the floor to floor height of each habitable floor is 2.87 metre and there is no possibility of increasing the said height;

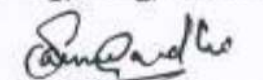
I. The Promoter has also informed/represented to the Purchaser/s that the said original sanctioned IOD and the said Original Plan of 2008 have been obtained under the provisions of DCR, 1991 and the further Amended Plan of 2022 has been obtained from MCGM in accordance with and under the provisions of DCPR, 2034, and the further permissions if any, required in respect of amendments of building plans of the said Project Romell Orbis will be obtained from MCGM or any other Planning Authority in accordance to and under the provisions of DCPR, 2034;

J. This Agreement is in respect of units permitted to sale and allotment of shops/flats/promises in Project "Romell Orbis";

K. The Promoter hereby makes it abundantly clear to the Purchaser/s that the building in which the Purchaser/s is/are purchasing a shop/flat is part and parcel of the Project Building/wing, which


(Promoter)




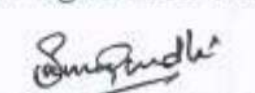

(Purchaser/s)

the Promoter is constructing on the said Project Land. The said Project Building/wing in which the Purchaser/s is/are purchasing a flat, is inseparable unit of the said Project Building/wing. The Purchaser/s is/are hereby estopped from claiming any independent right in respect of the building/wing, in which he/she/they is/are purchasing his/her/their flat or premises;

L. The Promoter hereby also makes it abundantly clear and hereby discloses to the Purchaser/s that the Promoter has proposed to construct the Project Building, which is suitable for the Promoter from the point of selling/ creating third party interest in the constructed area. The Promoter has made it clear to the Purchaser/s that the present Agreement is the final binding contract between the Promoter and the Purchaser/s and they cannot demand, request, compel the Promoter to commence and complete the Project Building/Wing as it has been shown in any brochure, in case the same is in any manner contrary to this Agreement. Further, the Promoter has made it clear that in case of any discrepancy between the Brochure and this Agreement, this Agreement will prevail. It is also made clear that the brochures are for general representation/awareness and should not be construed as the complete and conclusive document for the purpose of determining anything, the Purchaser/s should rely upon the Sanctioned Plans to determine the final layout of the Project Land on which the said Project Building is proposed to be constructed. It is further made clear that the Brochure does not constitute a contract between the Promoter and the Purchaser/s;

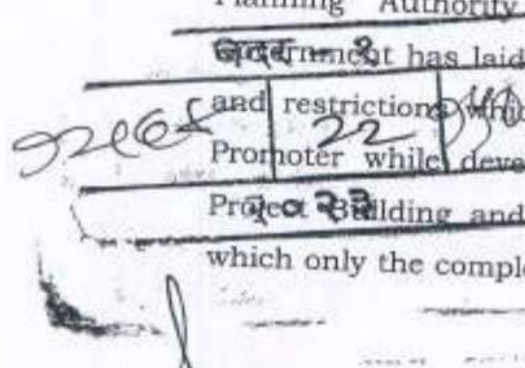
M. The Promoter has also informed/represented to the Purchaser/s that for the purposes of Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**the said Act**") and Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine payable, Forms of Complaints and Appeal, etc.) ~~2017~~ **2027** (hereinafter referred to as "**the said Rules**") and upon the said Act and Rules coming into force, the Promoter has treated the construction of Project building "**Romell Orbis**" as separate "Standard real estate project" under the provisions of explanation to S. 3 (2) (c) of the said Act and S. 2 (p) of the said Rules and is registered with Maharashtra Real Estate Regulatory Authority bearing Maha RERA registration No.

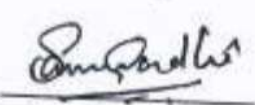

(Promoter)


(Purchaser/s)

P51800023625 dated 24th December, 2019, renewed as on 30th March, 2022;

- N. The Promoter has entered into a prescribed standard agreement with Architect, Mr. GIRISH CHOUDHARI, registered with the Council of Architects and such arrangement is as per the agreement prescribed by the Council of Architects;
- O. The Promoter has appointed a Structural Engineer, M/s. J. W. CONSULTANTS (LLP), for the preparation of the structural design and drawings of the Project Building Romell Orbis and the Promoter and the Purchaser/s accept/s the professional supervision of the said Architects and said Structural Engineer till the completion of Project Building Romell Orbis in all respects on the said Project Land unless otherwise changed;
- P. After complying with all the obligations as mentioned in the Original Sanctioned IOD and Plans of 2008, Commencement Certificate was issued on 29th October, 2010; and after complying with the obligations as mentioned in the further Amended Plans dated 6th January, 2022, Commencement Certificate (CC) bearing No. CE/9495/(WS) A.K. dated 13th June, 2022 was issued by the said Planning Authority to the Promoter for construction of the said "Project Building Romell Orbis" as per the approved said Amended Plans of 6th January, 2022 and the CC has been further endorsed from time to time;
- Q. The Promoter has commenced the construction of the said Project Building on the said Project Land in accordance with the said approved and sanctioned plans, designs and specifications, elevations, section and details approved for the construction of the said Project Building from the concerned Planning Authority and in pursuance to the Commencement Certificate amended and endorsed from time to time;
- R. While sanctioning the said plans of the Project Building, the Planning Authority and 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 said Project Land and the said Project Building and up to the date of issuance and performance of which only the completion and occupation certificates in respect of


(Promoter)



(Purchaser/s)

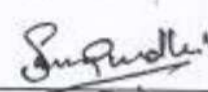
the said Project Building shall be granted by the concerned Planning Authority;

- S. The Promoter alone has the sole and exclusive right to develop the Project Land and Project Building entirely, the Promoter is entitled to allot, sell or otherwise dispose of the shops/flats and other premises in the said Project Building "Romell Orbis", to the prospective purchaser/s on what is known as "ownership basis" and to enter into agreement/s with the prospective purchaser/s and to receive the sale price in respect thereof;
- T. Having understood the "Scheme of Development of the Project Building and Project Land" as recorded hereinabove and having agreed and consented to the same, the Purchaser/s herein has/have applied to the Promoter for allotment to Purchaser/s, residential flat, being **Flat No. 904 on the 09th Floor of 'Project Building viz., Romell Orbis Wing 'B'**, being constructed by the Promoter on the Project Land (hereinafter referred to as "**the said Flat**") more particularly described in the **Fourth Schedule** hereunder written;
- U. The carpet area of the said residential flat is **858** sq. feet equivalent to **79.71** sq. mtrs. and "carpet area" means the net usable floor area of the said Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said premises for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said premises for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the said premises as defined in Section 2 (k) of the Real Estate (Regulation & Development) Act, 2016;
- V. This Agreement is in respect of and is limited to sale and allotment of the said Shop/Flat in the Project Building "Romell Orbis" Wing A / B. In the event the Promoter is selling the Shop premises, in that event the parties to treat this agreement as being executed and registered for sale of the shop premises and wherever the date of sale of Flat premises the same to be read, constructed and as sale of Shop premises;
- W. The Purchaser/s has/have agreed to purchase the residential flat in Project "Romell Orbis" Wing 'A' / Wing 'B',

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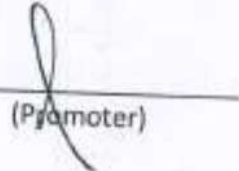


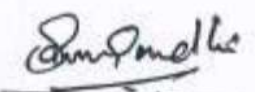

(Promoter)


(Purchaser/s)

knowing fully well that further permissions are required to be taken for completion of the development of the said Project "Romell Orbis" Wing A /B and has agreed to purchase and acquire said premises knowing fully well that construction of the balance floors will continue despite having being given possession of the premises agreed to be purchased by the Purchaser/s in Project "Romell Orbis", and also knowing fully well that even after having obtained OC / (Part OC) in respect of Project Building Wing A/B, the Promoter will be required to amend the building plans of Project Building so as to enable the Promoter to construct additional floors etc.;

- X. The Purchaser/s has/have, prior to the date hereof, examined a copy of the RERA Certificate and has/have caused the RERA Certificate to be examined in detail by his/her/its Advocates and/or consultants. The Purchaser/s has/have agreed and consented to the development of the said Project, in the manner mentioned in the RERA Certificate. The Purchaser/s has/have demanded from the Promoter and the Promoter has given full, free and complete inspection to the Purchaser/s of all the documents of relating to the Project Land, hereinbefore recited title deeds and documents and the plans, designs and specifications prepared by the Promoter's Architect, Engineers and the IOD, Approved Plans and CC approved by MCGM and of such other documents as are specified under RERA, the Real Estate (Regulation and Development) Act 2016 and Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine payable, Forms of Complaints and Appeal, etc.) Rules, 2016. The Promoter has furnished to the Purchaser/s true copies of all such documents as mentioned hereinabove and shall be provided with any other document as and when necessary under any other law as may be applicable from time to time. The Purchaser/s has/have also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has/have understood the documents and information in a ~~respective~~ ^{respective} The Purchaser/s has/have entered into the said Agreement ~~knowing fully well and understanding the contents and the applicability thereof~~ ^{knowing fully well and understanding the contents and the applicability thereof} and has/have satisfied himself/herself/themselves as regards to the title of the Promoter



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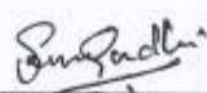

(Purchaser/s)

to the said Larger Property and Project Land and the Purchaser/s hereby accept/s the title of the Promoter to the said Project Land;

Y. The Promoter has also annexed to this Agreement the copies of the following documents as required by the provisions of the said Act and the Rules viz.:

- (i) Copy of the Layout Plan of Project Land showing the proposed construction of the Project "Romell Orbis" on the said Project Land shown in **Blue** colour boundary line with the 2 Wings and Parking Tower marked in **Red** colour boundary line, on the Layout plan - **Annexure "A"**;
- (ii) Copy of the Typical Floor Plan of the said Flat agreed to be allotted to the Purchaser duly approved by the Planning Authority shown in **Red Hash- Annexure "B"**;
- (iii) Copy of the Property Register Card of the said Plot No.365, bearing Old No. 365 and New Property Register Cards bearing CTS Nos. 365/A to 365/E the said Larger Property herein - **Annexure "C"**;
- (iv) Copy of Legal Title Report along with Floor of Title both dated 15th March, 2022, issued by Merlyn Dias, Advocate relating to title of the Promoter to the said Plot No.365, the said Larger Property herein and has certified the title to be clear and marketable - **Annexure "D" (collectively)**;
- (v) Copy of Intimation of Disapproval (IOD) bearing No. CE/9495/BP/(WS)/A.K./337/5/Amend dated 6th January, 2022, amended on 10th January, 2023 - **Annexure "E"**;
- (vi) Copy of Commencement Certificate (CC) bearing No. CE/9495/BP/(WS)/A.K./337/5/Amend dated 29th October 2010, further endorsed on 13th June, 2022, 12th August, 2022, 19th January, 2023 and 14th February, 2023 - extended further full cc. **09.09.2023 Annexure "F"**;
- (vii) Copy of RERA Certificate bearing Project Registration No. P51800023625 dated 24th December, 2019 renewed on 30th March, 2022, issued by Real Estate (Regulation and Development Act) 2016 under Maha RERA for "Romell Orbis" - **Annexure "G"**;


(Promoter)


(Purchaser/s)

(viii) The fixtures and fittings and amenities to be provided by the Promoter in the said Shop/Flat and the said Project Building-**Annexure "H"**

(ix) Separate Consent Letter required under Section 14 of the RERA Act, 2016 for additions and alterations, if any that are proposed to be made in the sanctioned plans, layout plans of Project Building the same and other disclosures recorded herein, is also executed by the Purchaser/s - **Annexure "I"**;

Z. The parties herein, 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:

AA. Prior to the execution of these presents the Purchaser/s has/have paid to the Promoter a sum of **Rs.22,00,000/- (Rupees Twenty Two Lakh Only)**, being earnest monies/ advance/ part payment of the sale consideration of the said Shop/Flat agreed to be sold by the Promoter to the Purchaser/s as advance payment (the payment and receipt whereof, the Promoter doth hereby admits and acknowledge) and The Sale Price shall be exclusive of all taxes, levies, duties, cesses etc the Purchaser/s has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

BB. Under Section 13(2) of 'The Real Estate (Regulation and Development) Act, 2016 r/w Rule 10 r/w 'Annexure A' of 'the Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine payable, Forms of Complaints and Appeal) Rules, 2017', the Promoter is required to execute a written Agreement for Sale of said shop/flat with the Purchaser/s, being in fact these presents and also to register the Agreement under the Registration Act, 1908;

CC. 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 allot and the Purchaser/s hereby agree/s to purchase the said Shop/Flat;

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(Promoter)



(Purchaser/s)

DD. The Purchaser/s hereby expressly confirm/s that he/she/they has/have agreed to enter into this Agreement with full knowledge, implication, effect, etc. of various terms and conditions contained in the said development writings, plans, documents, orders, layout scheme/project including the rights and entitlements available to and reserved by the Promoter contained in these presents;

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

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:-

1. **THE RECITALS FORM PART OF THE AGREEMENT:**

The Promoter hereby declares and confirms that what is recited hereinabove with regard to their right, title and interest in the said Property and/or Project Land shall be treated as declarations/representations on their part as if the same are set out herein in verbatim and forming an integral part of this Agreement. The Purchaser/s hereby declare/s and confirm/s that he/she/they has/have agreed to purchase/accept the allotment of the said Flat/shop after having taken inspection of the documents of title relating to the said Project Land and the plans, designs and specifications approved by MCGM and after having understood the Scheme of Development of the Project Land intended to be implemented by the Promoter.

2. **DESCRIPTION OF THE PROJECT:**

2.1 The Promoter has commenced construction of a Building known as **"Romell Orbis"** being a Multistoried High Rise Residential Building consisting of two wings, viz., **Wings 'A' & Wing 'B'**, comprising of a common ground floor; having stilt for car parking in Wing 'A' and part shops/commercial premises in Wing 'B' + 1st to 19th residential upper floors + 20th floor partly as fitness center and partly for residential use, with Refuge Area on the 8th and 15th

(Promoter)

(Purchaser/s)

floor of each wing TOGETHER WITH proposed **One automated Mechanized Car Parking Tower** at the South side of the Project Land, adjacent to Wings 'A' & 'B', and **One Swimming Pool** on the top level of the Car Parking Tower, open to sky, which will be accessible from the terrace of Wings 'A' & 'B' and in accordance with the approved plans, designs and specifications approved by MCGM/Planning Authority which have been seen and approved by the Purchaser/s but subject to the variations and modifications proposed to be carried out by the Promoter as stated hereunder and with such other and further variations and modifications as the Promoter may consider necessary or as may be required by MCGM to be made in them or any of them.

- 2.2 Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the said Flat of the Purchaser/s, except any alteration or addition required by any Government authorities or due to change in law and save and except, that no further consent of the Purchaser/s is/are required for any modifications, alterations, variations or amendments of the plans including for additions in the Project Building to be constructed on the Project Land or any alteration or addition required by any Government authorities or due to change in law at the sole discretion of the Promoter.
- 2.3 The Promoter has clearly disclosed that due to the planning constrains since there are restrictions in height due to civil aviation and the other hardships in planning due to the D.P. Reservations affecting the said Project Land as recorded in Recital Clause hereinabove, the said Amended Plan of 2022 have been sanctioned with deficiency of height, thus the floor to floor height of each habitable floor is 2.87 metre. The Purchaser/s shall not be entitled to raise any dispute of whatsoever nature or claim any refund/damages/injury/injunction, etc. on account of such change and have also signed an Affidavit cum Letter of Informed Consent which is already annexed as Annexure 'I' hereto.

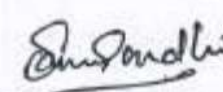
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3. **AGREEMENT:**

Flat/Premises

- 3.1 The Purchaser/s, having understood the entire development scheme of the said Project Land (as recorded hereinabove) hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s a Residential flat being **Flat No. 904** of **858** sq. ft. equivalent to **79.71** sq. metres, RERA carpet area on **09th** floor in the wing "**B**" of the Project Building known as "Romell Orbis" and as shown in **Red Hash** on the Floor Plan annexed hereto and marked **Annexure "B"** and more particularly described in the **Fourth Schedule** hereunder written (hereinafter referred to as "**the said Flat**") for the consideration of **Rs.2,20,00,000/- (Rupees Two Crore Twenty Lakh Only)** which includes the benefit of the proportionate share in the common areas and facilities and open spaces more particularly described in the **Fifth Schedule** hereunder written in the Project Building on the Project Land.
- 3.2 For the purpose of this Agreement, the carpet area of the said Shop/Flat is as defined under the Real Estate (Regulation and Development) Act, 2016 (**RERA**).

Car Parking

- 3.3 The Promoter has made provisions for car parking spaces in the Stilt of the Wing 'A' of the said Project Building, together with car parking space in One Automated Mechanized Car Parking Tower being procured by the Promoter from Third Party Vendor at the South side of the Project Land, adjacent to Wings 'A' & 'B', having total height of 59.50 metres from ground level to top level with 01.00 metre wide M.S. staircase with 1.00 metre wide M.S. platform at every alternate floor level.
- 3.4 At the request of the Purchaser/s, the Promoter agrees to either allot to the Purchaser/s one car park in the Stilt or Mechanized Car Parking Tower OR at the specific request made by the Purchaser/s to the Promoter to purchase the Flat/s without a car park, the Promoter agrees to sell the flat/s to the Purchaser/s without the allotment of a car park. The option for obtaining or

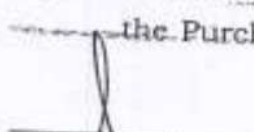
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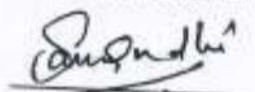
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not obtaining a car park is at the discretion of the purchaser/s of the flats in the Project Building. The Purchaser/s of Flat/s and other premises forming part of the said Project Building shall not be entitled to use any of the car parking spaces in the Open/Stilt or Mechanized Car Parking Tower and in the Project Building as a matter of right unless he/she/they has/have been specifically allotted the same by the Promoter. It is clarified that the Car Parking Slot/s shall be identified by the Promoter at the time of possession.

- 3.5 The Purchaser/s is/are made aware of the maximum width, height and length of the Four Wheeler vehicles along with dimensions of the vehicles that can fit and be parked in the Stilt and in such Mechanized Parking lot in the Automated Mechanized Car Parking Tower. The Purchaser/s has/have clearly understood the parking details, facilities and implications and consents to the same.
- 3.6 The Car Parking purchased from a third party vendor is subject to normal wear and tear and is also susceptible to malfunctioning and it may require shut down for repairs and maintenance. The Purchaser/s waives any and all claims, liabilities against the Promoter or their successors in case he/she/it/they experience any malfunctioning or shut down for any period for any reason whatsoever. Further, the obligation of the Promoter to maintain such Robotic/Automated/ Mechanical/Tower Car Parking System shall be limited to the extent of the warranty period or until the offer to hand over the Management of the Real Estate Project to the Society of Purchasers, whichever is earlier. The Purchaser/s agree/s not to withhold the maintenance to be paid towards the said Premises and/or the Car Parking Tower for any reason whatsoever.

3.7 The Purchaser/s will be bound to abide by the rules and regulations as may be framed in regard to the said Car Parking by the Promoter and/or the Society of the flat purchasers in the said Real Estate Project and shall pay such outgoings in respect of the said Car Parking access as may be levied by the Promoter or the Society of the purchasers in the said Real Estate Project. Further, the Purchaser/s agree/s not to dispute about the location of the


(Promoter)


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Car Park in the automated system and/or the suitability thereof at any time in future.

- 3.8 The Purchaser/s undertake/s not to sell/transfer/lease or give on license or in any other way part with the right to use the Car Park in the said Car Parking Tower. The rights of the Purchaser/s in respect of the said Car Parking access shall be co-extensive and co-terminus along with this Agreement. The Purchaser/s agree/s that unauthorized use of the Car Parking Tower will tantamount material breach of the terms of this Agreement. For such breach, the Promoter shall have right inter-alia to levy such penalty or take such action as they may deem fit. The Purchaser/s undertake/s to pay such proportionate maintenance charges in respect of the Car Parking Tower as may be decided by the Promoter or the Society from time to time


Fixtures and fittings

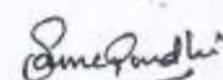
- 3.9 The fixtures and fittings and amenities to be provided by the Promoter in the said Shop/Flat and the said Project Building are set out in **Annexure 'H'**, annexed hereto.

Common areas and facilities

- 3.10 It is expressly agreed that the Purchaser/s shall be entitled to the restricted common areas and facilities along with the said Flat which includes One Swimming Pool on the top level of the Car Parking Tower, open to sky, which will be accessible from the terrace of Wings 'A' & 'B', the nature, extent and description of such restricted common areas and facilities and percentage of undivided interest which the Purchaser/s will enjoy in the restricted common areas and facilities appurtenant to the said Flat are set out in the **Fifth Schedule** hereunder written.

- 3.11 The Promoter shall confirm the final carpet area of the Flat after the construction of the said Project Building is completed and the Occupancy Certificate is granted by MCGM, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% percent. The said total consideration payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area over and


(Promoter)


(Purchaser/s)

above 3% variation cap, then the Promoter shall refund the excess money paid by Purchaser/s prior to handing over possession of the said Flat. If there is any increase in the carpet area allotted to the Purchaser/s over and above the variation cap, the Promoter shall demand additional amount from the Purchaser/s and the same shall be paid by the Purchaser/s to the Promoter before taking the possession of the said Flat. All these monetary adjustments shall be made at the same rate per square feet RERA carpet area as agreed in Clause 3.1 of this Agreement.

Time is an essence

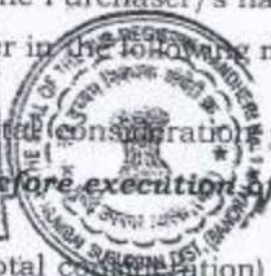
3.12 Time is an essence of contract, for the Promoter as well as the Purchaser/s. The Promoter shall abide by the time schedule for completing the said Project "Romell Orbis" and offering possession of the said Flat to the Purchaser/s after receiving the Part/Full Occupancy Certificate from the MCGM. Similarly, the Purchaser/s shall make timely payments of the installment and other dues payable by him/her/them as provided herein and meeting the other obligations under this Agreement.

3.13 It is expressly agreed between the Parties hereto that, till all the amounts payable by the Purchaser/s to the Promoter are paid and until all the obligations required to be performed by the Purchaser/s is/are complied with, nothing contained in this Agreement is intended to be nor shall be construed as sell and transfer in law in respect of the said Shop/Flat.

4. PAYMENT TERMS AND TAXES:

4.1 The Purchaser/s has/have agreed to purchase and acquire the said Flat on ownership basis at and for the said total consideration **Rs.2,20,00,000/- (Rupees Two Crore Twenty Lakh Only)** and the Purchaser/s has paid and further agree/s to pay to the Promoter in the following manner:-

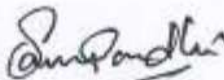
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92668	a. 5% of the total consideration paid as advance payment on Booking or before execution of this agreement.
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a. 5% of the total consideration paid as advance payment on **Booking or before execution of this agreement.**

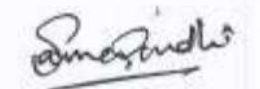
b. 10% of the total consideration) to be paid to the Promoter at the time of **On Agreement.**


(Promoter)


(Purchaser/s)

- c. 15% of the total consideration) to be paid to the Promoter on **completion of the Plinth Level.**
- d. 4% of the total consideration) to be paid to the Promoter on **completion of 1st Floor Slab/Stilt.**
- e. 4% of the total consideration) to be paid to the Promoter on **completion of 3rd Floor Slab.**
- f. 4% of the total consideration) to be paid to the Promoter on **completion of 5th Floor Slab.**
- g. 4% of the total consideration) to be paid to the Promoter on **completion of 7th Floor Slab.**
- h. 4% of the total consideration) to be paid to the Promoter on **completion of 9th Floor Slab.**
- i. 4% of the total consideration) to be paid to the Promoter on **completion of 11th Floor Slab.**
- j. 4% of the total consideration) to be paid to the Promoter on **completion of 13th Floor Slab.**
- k. 4% of the total consideration) to be paid to the Promoter on **completion of 15th Floor Slab.**
- l. 4% of the total consideration) to be paid to the Promoter on **completion of 17th Floor Slab.**
- m. 4% of the total consideration) to be paid to the Promoter on **completion of 20th Floor Slab.**
- n. 5% of the total consideration) to be paid to the Promoter on **Completion of Walls, Internal Plaster and Door Frames** of the said flat/unit.
- o. 5% of the total consideration) to be paid to the Promoter on **Completion of External Plaster** of the said flat/unit.
- p. 5% of the total consideration) to be paid to the Promoter on **Completion of Waterproofing, Plumbing and Flooring** of the said flat/unit.


(Promoter)


(Purchaser/s)

- q. 5% of the total consideration to be paid to the Promoter on **Completion of Internal Painting, Electrical Fittings, Door Shutters of the said flat/Unit.**
- r. 5% of the total consideration to be paid to the Promoter on **Completion of Lift Works of the said Flat/Unit.**
- s. 5% of the total consideration) to be paid to the Promoter on **possession of the said Flat.**

4.2 The Sale Price shall be inclusive of GST, Stamp-duty and Registration amount for this agreement. In the future and even after the Purchaser/s having paid Goods and Service Tax (GST), and other such taxes and for reasons of the concerned tax authority demanding further amounts by way of taxes, then such difference/increase in taxes or such demand made by the concerned tax authority will be borne and paid by the Purchaser/s

4.3 The Purchaser/s shall make all payments of the above installment and other dues, within the period of 10 (ten) days from the date of issue of Demand Letter by the Promoter. The Purchaser/s shall make all payments of the purchase price due and payable to the Purchaser/s through an account payee cheque/ demand draft / pay order in the name of "**Romell Properties Pvt. Ltd.** (100 %) RERA A/c" and/or by electronic transfer to Current Account no.028105008171, ICICI Bank Ltd.,Dindoshi Malad -East Branch, IFSC Code no.ICIC0000281. In case of any financing arrangement entered by the Purchaser/s with any financial institution with respect to the purchase of the said Flat, the Purchaser/s undertake/s to direct such financial institution to and shall ensure that such financial institution does disburse/ pay all such amounts towards purchase price due and payable to the Promoter through an account payee-cheque/ demand draft drawn in favour of the Promoter as stated hereinabove. Any payments made in favour of any other account other than mentioned herein shall not be treated as payment towards the said Flat.

4.4 The Total Price is Escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent

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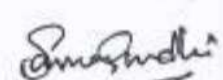
authority Local Bodies/ Government from time to time. The Promoter agrees and undertakes that while raising a demand on the Purchaser/s for increase in development charges, cost or levies imposed by the Competent Authorities, etc, the Promoter shall enclose the said notification/order/rule/ regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

4.5 It is hereby expressly agreed that the time for payment of each of the installments of the said total consideration as mentioned herein shall be an essence of the contract. The Purchaser/s shall pay the installments on the respective due date without fail and without any delay or default or demur. The Promoter will forward to the Purchaser/s an intimation of having carried out the work against which the installment is due by courier to the address given by the Purchaser/s under this Agreement and the Purchaser/s shall be bound to pay the amount of installments within 10 days of the receipt of such intimation. The Promoter shall also mail the same intimation at the e-mail address provided by the Purchaser/s. The Purchaser/s do/doth hereby agree/s and undertake/s to give intimation to the Promoter about change in his/her/their address, if any. For the purpose of this clause the Purchaser/s shall be deemed to have received the intimation within the period in which same would be delivered in normal course.

4.6 The Purchaser/s is/are required to deduct TDS at the applicable rate from each of the installments payable by him/her/them under these presents. The Purchaser/s doth/do hereby irrevocably agree/s and undertake/s to deposit TDS deducted by him/her/them with the Income-tax Department within the time period stipulated under law and to furnish to the Promoter, TDS Certificate in Form 16B along with the copy of Challan in Form 26QB within the time period stipulated under law.

4.7 The Purchaser/s agree/s and confirm/s that the Purchaser/s comply/complies with the aforesaid obligations of the payment of TDS, their in spite of receipt of the


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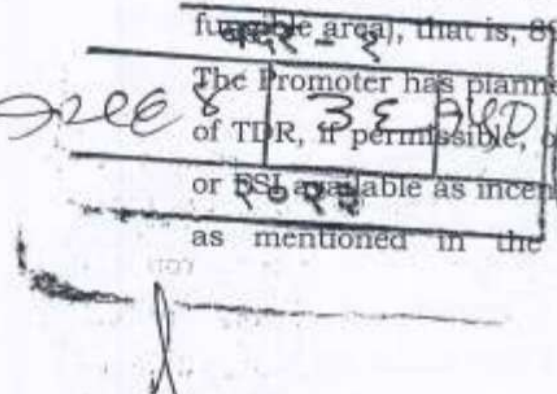

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consideration, the Promoter shall be entitled to withhold the possession of the said Flat.

- 4.8 The Purchaser/s authorizes the Promoter to adjust/ appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object/ demand/ direct the Promoter to adjust its payment in any manner.
- 4.9 The Promoter shall have the first lien and paramount charge on the said Flat agreed to be sold to the Purchaser/s in respect of any amount due and payable by the Purchaser/s under the terms and conditions of this Agreement.

5. **OBLIGATIONS OF PROMOTER:**

- 5.1 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 Planning/local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Flat to the Purchaser/s, obtain from the concerned Planning/local authority, Occupancy Certificate/Part Occupation Certificate in respect of the said Project Building.
- 5.2 The Promoter hereby agrees and undertakes that they shall construct Project Building as per the sanctioned plans, with such modifications/amendments as the Promoter may from time to time get sanctioned/approved by MCGM and other competent authorities.
- 5.3 The Promoter hereby declares that the Floor Space Index available as on date in respect of the Project Building viz., the said Project "Romell Orbis" is 6648.23 sq. mtrs. only (excluding fungible area), that is, 8975.12 sq. mtrs. (including fungible area). The Promoter has planned to utilize Floor Space Index by availing of TDR, if permissible, or FSI available as incentive FSI implementing various scheme or FSI available as incentive FSI as mentioned in the Development Control and Promotion



(Promoter)




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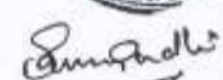
Regulations, 2034 or based on expectation of increased FSI which may be available in future.

6. **PENALTIES, TERMINATION AND CONSEQUENCES OF TERMINATION:**

- 6.1 In the event of any delay or default on the part of the Purchaser/s, in making payment of any of the installments or amounts, the Promoter shall, without prejudice to their other rights in law including the right of termination, be entitled to claim interest at the prevailing Highest Marginal Cost of Lending Rate of State Bank of India plus 2% thereon ("**the Interest Rate**") on all and any such delayed payments computed from the date such amounts become due and payable till the date such amounts are fully and finally paid together with the interest thereon to the Promoter. The Purchaser/s agree/s to pay to the Promoter, interest as aforesaid on all the delayed payments which become due and payable by the Purchaser/s to the Promoter under the terms of this Agreement from the date such respective amount becomes due and payable by the Purchaser/s to the Promoter.
- 6.2 Without prejudice to the right of the Promoter to charge interest in terms of the clause 6.1 hereinabove, if the Purchaser/s, commit/s default/s in making payment of his/her/their respective installment on such respective due dates to the Promoter under this Agreement, then the Promoter shall at their option, be entitled to terminate this Agreement.

PROVIDED HOWEVER that the Promoter shall before exercising their right to terminate this Agreement, give 30 days written notice to the Purchaser/s, by Registered Post AD at the address provided by the Purchaser/s and also mail the same at the e-mail address provided by the Purchaser/s, of their intention to terminate this Agreement for the specific breach or breaches of terms and conditions for which the Promoter is entitled to terminate this Agreement. In the event if the Purchaser/s fail to rectify the breach or breaches mentioned by the Promoter within the notice period then at the expiry of the notice period this Agreement shall stand terminated and Promoter shall


(Promoter)


(Purchaser/s)

entitled to deal with the Flat in the manner they deem fit and proper.

PROVIDED FURTHER that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser/s (subject to adjustment and recovery of the mutually agreed predetermined liquidated damages of an amount equivalent to 20% of the Purchase Consideration and any other amount which may be payable to Promoter) within a period of 30 (thirty) days of the termination, the installments of sale consideration of the Flat which may till then have been paid by the Purchaser /s to the Promoter.


6.3 It is specifically agreed by the Purchaser/s that all defaults, non-compliance of the terms and conditions of this Agreement including but not limited to the defaults specified herein shall be deemed to be the events of defaults liable for consequences stipulated in this Agreement:-

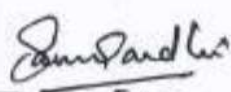
- (i) Failure or incapacity on the part of the Purchaser/s to make all the payments and dues within the time as stipulated in this Agreement for any reasons whatsoever or failure to pay the Purchase Consideration, Taxes on sale or Transfer of Flat, Taxes levied by Local Authority or Planning Authority TDS contribution, maintenance charges, outgoings appropriate stamp duty, legal charges, registration charges any incidental charges, any increases in security, deposits including but not limited to maintenance security as demanded by the Promoter, any other charges, deposits or any amount payable under this Agreement as may be notified by the Promoter to the Purchaser/s under the terms of this Agreement.

- (ii) Failure or incapacity on the part of the Purchaser/s to perform and observe any or all the obligations as set forth in this Agreement, failure to execute any deed/ document/ undertaking/ indemnities/ Affidavits/ Letters etc. in relation to the said Flat.

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- (iii) Failure or incapacity on the part of the Purchaser/s to take over the said Flat for occupation within the time stipulated by the Promoter in its notice.
- (iv) Dishonour of any cheque(s) given by the Purchaser/s for any reasons whatsoever.
- (v) Any Structural changes such as breaking of any beams/walls, or chisel, any structural members in any manner whatsoever of the building.
- (vi) In case the Promoter exercises its option to termination this Agreement on the grounds set out hereinabove, then the Promoter shall also be entitled to mutually agreed pre estimated liquidated damages, of an amount equivalent to 20% of the Purchase Consideration without prejudice to the other rights of the Promoter under foregoing clause.

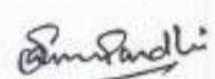
6.4 In case the Purchaser/s decide/s to opt out of this contract, and/or terminate this Agreement then the Promoter shall also be entitled to mutually agreed pre-estimated liquidated damages, of an amount equivalent upto 20% of the Purchase Consideration without prejudice to the other rights of the Promoter under foregoing clause.

6.5 The Purchaser/s agree/s that upon termination of this Agreement, the Promoter will be released and discharged of any and all liabilities and obligations under this Agreement and the Purchaser/s hereby acknowledge/s and also irrevocably authorize/s the Promoter to sell the said Flat to any other party or deal with the same in any other manner as the Promoter may in its sole discretion deem fit and proper as if this Agreement had never been executed and without accounting to the Purchaser/s of the proceeds of such sale.

6.6 In the event of the cancellation of the Agreement the Purchaser/s and/or Promoter deciding to terminate the Agreement, any amount which is found to be refundable to the Purchaser/s over and above the amounts adjusted towards mutually agreed liquidated damages or, interest on delayed payments or any interest paid, or any other amount of non-



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refundable nature, shall be refunded by the Promoter only after realizing amounts on further sale/resale to any other person and shall be refunded without any interest or compensation of whatsoever nature including but not limited to the brokerage/commission if any paid by the Promoter and any other costs incurred by them.

6.7 The Purchaser/s hereby declare/s that he/she/they shall bear the loss, if any, being the difference of the amount in the rate at which the Purchaser/s have booked the said Flat and the rate prevailing at the time of the termination by the Purchaser/s, of this Agreement relating to the said Flat. The Purchaser/s will also be liable to pay interest on any default payment/s (due till the time of termination) as per the terms, contained herein, at the time of making accounts when the Purchaser/s has/have expressed his/her/their desire to cancel this Agreement relating to the said Flat. It is agreed by and between the parties that, all the above-referred amounts due and payable by the Purchaser/s, as specified hereinabove, shall be deducted from the amount received by the Promoter from the Purchaser/s till the time of such cancellation and balance if any shall be refunded to the Purchaser/s only against Purchaser/s execute/s and admit/s execution of Deed of Cancellation of Agreement for Sale with the concerned office of Sub-Registrar of Assurances.

6.8 If the Promoter fails to abide by the time schedule for completing the said Project Building as well as offering possession of the said Flat to the Purchaser/s, the Promoter does hereby agree to pay to the Purchaser/s, who do not intend to withdraw from the said Project; at the then prevailing Highest Marginal Cost of Lending Rate of State Bank of India plus 2% thereon ("**the Interest Rate**") per annum on all the amounts paid by the Purchaser/s, for every month of delay, till the Promoter offers possession.

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6.9 The Promoter agrees that if, for the reason other than those stated in clause 12 herein below (i.e. Force Majeure), they fail to offer possession of the said Flat on the said Possession Date (defined herein below), the Purchaser/s shall have an option to withdraw from the said Project and terminate this Agreement and in such case the Purchaser/s shall notify the Promoter in writing


(Promoter)

(Purchaser/s)

of his/her/their intention to withdraw from the said Project and cancel and terminate this Agreement. In the event the Purchaser/s exercise/s his/her/their option to terminate this Agreement by sending Notice in writing, then the Promoter shall be liable, to refund/pay to the Purchaser/s, within a period of 30 days from receipt of the written notice of the Purchaser/s: (i) all amounts already received by them under these presents after deducting earnest amount and brokerage charges (if any), paid by them; (ii) interest at the said Interest Rate from the date the Promoter have received the respective sums till amount and interest thereon is repaid. It is agreed between the parties hereto that, the Promoter shall refund all the amounts received by them under these present as aforesaid only against Purchaser/s executing and admitting execution of Deed of Cancellation of this Agreement for Sale with the concerned office of Sub- Registrar of Assurances.

6.10 Upon cancellation of this Agreement and refund of the amount as aforesaid by the Promoter to the Purchaser/s, all the rights of the Purchaser/s accrued to him/her/them under this Agreement shall come to an end and the Promoter shall be at liberty to dispose of and sell the said Flat, to any third party, and on such terms and conditions as the Promoter may in their absolute discretion, deem fit and proper, without any reference and/or recourse to the Purchaser/s.

6.11 If the Purchaser/s in order to augment the resources in his/her/their hand for the purpose of payment of consideration amount to the Promoter under this Agreement, seeks a loan from financial institutions, banks or other institutions/Employer against the security of the said Flat subject to the consent and approval of the Promoter, then in that event, the Purchaser/s committing a default of the payment of the installment/s of the said total consideration and in that event if the Promoter exercises their right to terminate this Agreement, the Purchaser/s undertake/s to clear the mortgage debt outstanding at the time of such termination and the Purchaser/s shall obtain the necessary letter from such Bank, financial institution, employer or bank as the case may be, confirming that the Purchaser/s has/have discharged the mortgage debt. On receipt of such letter from the bank,



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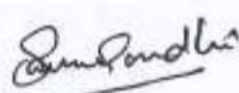

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financial institution, employer's bank of the Purchaser/s etc. as the case may be, the Promoter shall be entitled to refund the amount (after deducting the amount stated hereinabove) under these presents **PROVIDED HOWEVER**, if the Purchaser/s fail/s to repay the loan and clear the debt, the Promoter shall directly pay the amount payable to the bank, financial institution, employer's bank of the Purchaser/s or other such institutions who would have made the payment on behalf of the Purchaser/s from the amount standing to the Purchaser's credit with the Promoter towards the said Flat and (paid by him/her/them to the Promoter towards the consideration amount) to the extent of the mortgage debt so as to clear the same. Only on receipt of the letter of clearance of debt from such bank, financial institution, employer's bank of the Purchaser/s, the Purchaser/s shall be entitled to the refund of the balance amount, if any, standing credited to the account of the Purchaser/s with the Promoter towards the said Flat **NOTWITHSTANDING** all that is stated hereinabove, it shall ALWAYS be obligatory on the part of the Purchaser/s to pay the respective installment/s on the due date/s to the Promoter, the Purchaser/s shall not be permitted to raise any contention to defend his/her/their failure to pay the installment/s on time and on the respective due date/s on the ground that he/she/they has/have applied for the loan to such banks, financial institution, his/her/their employer's or such other institution and further the said loans are under process and sanction awaited and/or is rejected.

6.12 The Purchaser/s agrees that in the event of the cancellation of the Agreement by the Purchaser/s and/or termination of this Agreement by the Promoter as provided in this Agreement, and in the event of the said Flat being in the possession of the Purchaser/s then the Promoter shall forthwith be entitled to and have the right to resume possession of the same and the license if any granted for use of the Car Parking Space(s) shall stand terminated ipso facto with termination of this Agreement.

6.13 It is agreed between the parties hereto, that in case this Agreement is terminated by either of them as aforesaid, then in such an eventuality, the Purchaser/s shall not be entitled to claim


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(Purchaser/s)

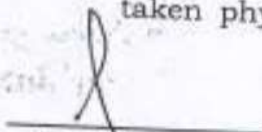
Building Romell Orbis, the original Conveyances of the year 2007 and 2008, which are the documents of title of the Promoter will not be handed over to the said association of flat purchasers of Romell Orbis and only a duly certified copy of the Conveyances of the year 2007 and 2008 by the office of the Sub-Registrar will be handed over to the association of flat purchasers.

9. **DATE OF POSSESSION:**

- 9.1 The Promoter shall (subject to force majeure clause mentioned in Clause 12 herein below), offer possession of the said Flat to the Purchaser/s on or before 30th September 2026 (**said Possession Date**) after procuring Part or Full Occupation Certificate (OC) from MCGM, the Planning Authority, in respect of the Project Building **PROVIDED HOWEVER** the Promoter shall have received from the Purchaser/s the total consideration and other amounts due and payable by the Purchaser/s to the Promoter under these presents in respect of the said Flat and have also furnished Certificate(s) for Tax Deducted at Source to the Promoter .
- 9.2 The Promoter shall after procuring Part or Full OC from MCGM in respect of the Project Building, and offer possession of the said Flat by giving 30(thirty) days written notice to the Purchaser/s *inter alia* informing him/her/them that the said Flat is ready for use and occupation along with a copy of Part/full OC in respect of the said Project Building. The Purchaser/s shall be deemed to have taken possession of the said Flat on expiry of such notice period.
- 9.3 If the Promoter is not able to offer possession of the said Flat to the Purchaser /s on the said Possession Date on account of any reasonable cause or circumstances beyond their control as mentioned in clause 12 herein, the Purchaser/s shall not be entitled to any damages whatsoever, but he/she/they shall be entitled to remedies available under the said Act.

10. **MAINTENANCE CHARGES AND OTHER OUT GOINGS:**

- 10.1 The Purchaser/s hereby agree/s and confirm/s with the Promoter that irrespective of whether the Purchaser/s has/have taken physical possession of the said Flat or not, he/she/they



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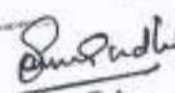

(Purchaser/s)

shall be liable to bear and pay the proportionate share of outgoings (i.e., in proportion to the floor area of the said Flat) in respect of the Project Land including local taxes, cesses, rates, N.A charges, land revenue, betterment charges and all other levies and charges by the local authority, government, water charges, Insurance charges, common lights, repairs, salaries of clerks, Collector's charges, AMC's, Chowkidar and Sweeper charges, Maintenance charges and all other expenses necessary and incidental to the administration, management and maintenance of the Project Building including the Project Land from the date of deemed possession (hereinafter collectively referred to as "**Maintenance charges**").

10.2 The Purchaser/s further agree/s that till the Purchaser/s share is so determined the Purchaser /s shall pay to the Promoter the amount of **Rs.2,26,512/- (Rupees Two Lakh Twenty Six Thousand Five Hundred Twelve Only)**, towards first 24 months advance maintenance charges as aforesaid. The Purchaser/s do/doth hereby further agree/s, declare/s and confirm/s with the Promoter that till Society is formed and the Society accept/s the maintenance directly from the Purchaser/s in respect of the said Flat, the Purchaser/s undertake/s to continue to pay such provisional maintenance charges as afore stated, on expiry of every 24 months in advance for every subsequent 12 months on demand being made by the Promoter and shall not withhold the same for any reason whatsoever. The amount so paid by the Purchaser/s to the Promoter shall not carry any interest and after paying the charges as above the remaining amount if any shall remain with the Promoter till the Promoter deposits the aforesaid amounts, if any, (less deductions provided in this Agreement) with the Society, **PROVIDED HOWEVER** that if any special taxes and/or rates are demanded by MCGM or any other authority by reason of any permitted use of the said Flat, the Purchaser/s shall alone bear and pay such special taxes and rates. The Purchaser/s shall ~~operate~~ and perform all rules and regulations of MCGM, the said Society and the statutory ~~Regulations~~ **BYE LAWS**.

10.3 After the Promoter hands over the charge of the Project Building to the Society, the Purchaser/s shall be liable to pay


(Promoter)


(Purchaser/s)

maintenance charges and outgoings directly to the Society as per the bills as may be raised by the Society from time to time.

10.4 Wherever in this Agreement it is stipulated that, the Purchaser/s to make any payment, in common with other Purchaser/s in respect of the said Project Building, then the same shall be in proportion to the carpet area of the said Flat to the total carpet area of all the Flats in the said Project Building.

11. **OTHER CHARGES:**

11.1 The Purchaser/s shall on or before taking possession of the said Flat, pay to the Promoter the following amounts:

a. **Rs.2,26,512/-** towards first 2(two) year's provisional outgoings like Water bill, Common Electricity bill, maintenance charges & other Society expenses, which amount is calculated at the rate of Rs.11/- per square foot of RERA carpet area; The aforesaid provisional outgoings shall be exclusive of Municipal Assessment/ Property Tax.

b. Rs.500/- towards Share Application Money;

c. Rs.100/- towards Entrance Fees;

Total: Rs.2,27,112/- (Rupees Two Lakh Twenty Seven Thousand One Hundred Twelve Only) plus Municipal Taxes and GST at applicable rates.ss

11.2 The Purchaser/s agrees and accepts that the Promoter will give the consolidated accounts of payments made under clause 11.1 that is, paid by the Purchaser/s towards share money, application and entrance fee, towards two years provisional outgoings. The Promoter will not be liable to give accounts of any other payments. Accounts of these three items shall be rendered to the Purchaser/s by the Promoter along with the expenses incurred by the Promoter from and out of the same to the Society

when it is registered or within two months of formation of the ad-hoc committee. The Purchaser/s shall not demand from the Promoter to render individual accounts to each of the Purchaser/s.

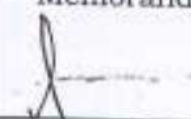
(Promoter)

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- f. Any premature recall of loan by any Bank or Financial Institutions from whom the Promoter had borrowed funds for the construction of Building-I.
- g. Any force majeure circumstances or conditions or other causes beyond the control of or unforeseen by the Promoter or its agents including strikes or agitation by the workers or labourers of the Promoter or the Contractor or Suppliers;
- h. National/State emergency proclaimed by the President/Prime Minister of India/ Governor/ Chief Minister, which results in such acts of the government having a material impact on the performance of the obligations under this Agreement;
- i. Epidemic and/or Pandemic and/or Lock down;
- j. Any other eventuality which is beyond the control of the Promoter.

13. **Formation of Society:**

- 13.1 The Promoter shall form and register separate Co-operative Housing Society for Project Building in the name of "**Romell Orbis Co-operative Housing Society Ltd.**" consisting of Wing A & B of the Project Building on the said Project Land. The Purchaser/s along with other purchasers of Shops/Flats in the Project Building Romell Orbis shall join in forming and registering the Society to be known as "**Romell Orbis Co-operative Housing Society Ltd.**" or by such name as the Promoter may decide and for this purpose, the Society of flat purchasers of the Romell Orbis (hereinafter for brevity's sake referred to as "**the Society**") shall 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 and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within 7 days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable the Promoter to register the common organization of Purchaser/s. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Rules of Association, as may be required


(Promoter)


(Purchaser/s)


by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Promoter shall submit the Application to the Registrar for registration of the Society, within 3 months from the date on which 51% (fifty-one percent) of the purchasers in the said "Romell Orbis" Building have registered their respective Agreements with the concerned Sub-Registrar of Assurances. However after formation of the Society, the Purchaser/s hereby agrees and undertakes to add the remaining and/or subsequent flat purchasers as members of the Society.

Conveyance

14.2. Subject to receipt of complete amount of consideration and other payments of the said Flat under this Agreement and also receipt of complete amounts of consideration and other payments of all other Flats/premises under the diverse agreements from all the purchasers, the Promoter shall, within 3 months from the date of issuance of Occupancy Certificate of the Project Building viz., "Romell Orbis" execute a conveyance in favour of the said Society viz., Romell Orbis Co-operative Housing Society Ltd., in respect of the Project Land bearing CTS No. 365/A along with the Project Building standing thereon and as shown in **Blue Colour** in the Authenticated Plan annexed hereto as Annexure "A" and more particularly described in the Second Schedule hereunder written in-favour of the Society of flat purchasers of.

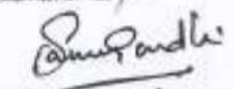
14.3. Such transfer/conveyance will always be subject to the right of the Promoter to sell the remaining/unsold flat/s and other premises in the Project Building, further subject to balance FSI.

14.4. At the time of registration of the Deed of Conveyance of the Project Land together with the Project Building, the Purchaser/s shall pay to the Promoter, the Purchaser/s proportionate share of stamp duty and registration charges payable by the said Society on such Deed of Conveyance or any document or instrument of transfer in respect of such transfer/sale/conveyance.


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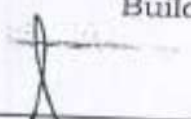
15. **DEFECT LIABILITY:**

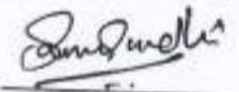
15.1 If within a period of 5 (five) years from the date of handing over the said Flat to the Purchaser/s, the Purchaser/s brings to the notice of the Promoter any structural defect in the said Flat or the Project Building in which the said Flat is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

15.2 PROVIDED THAT the Promoter will be liable to repair/rectify such structural defects only if such structural defects are arising out of inferior/faulty construction of the Project Building by the Promoter. "Structural Defects" means defects in the structural components of the Project Building viz., Plinth, RCC Frame work including Beams and Columns, Foundation and Shear Walls if they are load bearing walls. However in case any defects and/or damages are caused to the said Flat or said Project Building in which the said Flat is situated due to any internal, external alterations, modification done by or on the behest of the Purchaser/s or other flat purchasers/ occupiers, then the Promoter shall not be liable to rectify the same in any manner.

15.3 "Defects in Material" means defects in the materials used in the construction of the Project Building which would result in the failure of a component part thereof or result in damage thereto; and shall always exclude wear and tear, loss or damage due to a Force Majeure Event, minor changes/ cracks on account of any variation in temperature/weather, misuse, unauthorised or non-permitted alterations, renovations or repairs and loss or damage caused by any act, omission, negligence and/or failure to undertake proper and effective care and maintenance as prudent persons would.

15.4 The Purchaser/s has/have been informed and is/are aware that:
(i) all natural materials, to be installed in Project Building, and/or in said Flat, and/or that form a part of the


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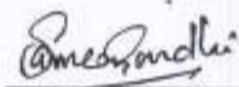
Flat Amenities, including, marble, granite, natural timber etc., contain veins and grains with tonality differences, and their non-conformity, natural discoloration or tonal differences/space/variations at the time of installation will be unavoidable;

- (ii) Small hair line cracks may appear in the paint and the plaster and between RCC members and brickwork due to thermal expansion and change of phase;
- (iii) Some dampness in walls especially during monsoon season may be seen due to weather conditions in Mumbai;
- (iv) the warranties of equipment, appliances and electronic items installed in the Flat by the Promoter shall be as per the standard warranties provided by the manufacturer only and accordingly any defect in such equipment, appliances and electronic items, and/or the installation thereof, shall be rectified in accordance with the warranties provided by the system/equipment installer/manufacturer only and it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non-comprehensive annual maintenance contracts shall be obtained by the Purchaser/s; and;
- (v) the equipment, appliances and electronic items installed and forming a part of the Flat Amenities shall be maintained, serviced and repaired by third party manufacturers, suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if such equipment, appliances and electronic items are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the authorized third party manufacturers, suppliers, dealers or maintenance providers, then the warranties in respect thereof shall be rendered void.

16. **INSURANCE:**

16.1 After the Occupancy Certificate of the Project Building "Orbis" is obtained and the Project Land and Project Building is


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conveyed unto in favour of the Society, the Purchaser/s along with all other flat purchasers as well as the Society, undertake to insure and always keep insured with an insurance company, their respective flat/s and the Project Building against loss by fire, earthquake, cyclone, flood, lightning and such other perils as are customary in the area for the fair market value of the Project Building. In such event the losses and damages incurred to the structure of the Project Building will be fully sustained by the Purchaser/s along with the other flat purchasers. The Promoter shall not be responsible for such loss and/or damage. The Purchaser/s shall have to make good the loss so sustained by him/her/them and the other flat purchaser.

17. OTHER AGREED TERMS:

17.1 The Promoter has proposed construction of the said Project Building "Romell Orbis" on the Project Land in accordance with the plans, design, specifications approved by the concerned local authority and which have been seen and approved by the Purchaser/s with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority/ the Government to be made in the said Proposed Plans, design and specifications. The Promoter shall be entitled to construct additional areas by constructing additional floors to the Project Building as may be approved by the concerned Planning authority and permitted the Promoter for carrying out from time to time such variation, modification and additions to the Project Building plans as may be approved by the concerned authorities. Provided always that any such variations or modification and additions or further development by the Promoter shall not in any manner affect the said Flat agreed to be sold and allotted by the Promoter to the Purchaser/s or the common area and facilities and open spaces and restricted areas as presently stipulated and the enjoyment thereof and also the rights and privileges of the Purchaser/s relating thereto.

17.2 The Promoter shall have first and exclusive charge on the said Flat for all the amounts payable by the Purchaser/s to the Promoter under this agreement.



[Signature]
(Promoter)

[Signature]
(Purchaser/s)

17.3 The Purchaser/s do/doth hereby agree/s to be bound by all the covenants, agreements, reservations and obligations and/or terms and conditions as far as they are to be observed by the Promoter, specified and contained in all the Agreements/ documents recited herein and Promoter and/or any undertaking given to any local authority and/or any Government body and/or authority while obtaining any permission from such Government Body and/or authority both State and/or Central Government, as if, the Purchaser/s has/have himself/ herself/ themselves undertaken to perform the same.

17.4 It is expressly agreed that right of the Purchaser/s under this Agreement is only restricted to the said Flat agreed to be sold by the Promoter and agreed to be acquired by the Purchaser/s.

17.5 The Promoter shall be entitled to alter the terms and conditions of the Agreement relating to unsold flats/premises in the Project Building and Purchaser/s shall have no right to object the same.

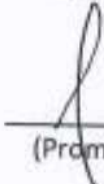
18. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Purchaser/s as follows:

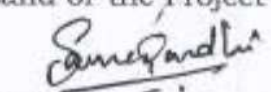
18.1 The Promoter has a clear and marketable title with respect to the said Plot No.365 which includes the Project Building and Project Land as elaborately disclosed, explained and declared in the title report annexed to this Agreement and the Promoter has the sole and exclusive rights to development of Project Building known as "Romell Orbis" on the Project Building and also has actual, physical and legal possession of the Project Land for the implementation of the Project;

18.2 The Promoter has lawful rights and requisite approvals from the Planning Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to development of the Project;

18.3 There are no encumbrances upon the Project Land of the Project Building except those disclosed in the title report, stated herein, the Promoter will be entitled to obtain Project Loan by mortgaging the said Property or the Project Land or the Project


(Promoter)



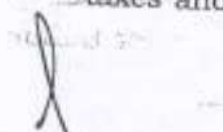

(Purchaser/s)

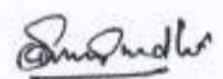
Building "Romell Orbis" to be constructed thereon or any of the units constructed/ under construction/ proposed to be constructed thereon or the receivables from the Sale Proceeds thereof;

- 18.4 There are no litigations pending before any Court of law with respect to the Project Land or the said Project except those disclosed in the title report, if any;
- 18.5 All approvals, licenses and permits issued by MCGM/Planning Authorities with respect to the Project and said Project 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 and said Project Building 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 Land, said Project Building and common areas;
- 18.6 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- 18.7 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 and said Project Building, including the said Flat which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- 18.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Purchaser/s in the manner contemplated in this Agreement;

18.9 After obtaining Final Occupation Certificate the Promoter shall handover lawful, vacant, peaceful, physical possession of the remaining common areas of the Project Land to the Society;

The Promoter has paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages


(Promoter)


(Purchaser/s)

and/or penalties and other outgoings, whatsoever, payable with respect to the Project Land to the competent Authorities upto the date of handing over possession of the said Flat to the Purchaser/s;

18.11 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 Project Land) has been received or served upon the Promoter in respect of the Project Land and /or the said Project except those disclosed in the title report, if any.


19. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER/S:

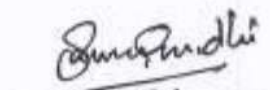
The Purchaser/s for himself/ herself/ themselves with an intention to bind all in whosoever hand the said Flat may come, including any successors-in-title of the Purchaser/s do/doth hereby covenant/s with the Promoter as follows:

19.1 To maintain the Flat at the Purchaser/s own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken or from date of expiry of notice period calling upon the Purchaser/s to take possession and shall not do or suffer to be done anything in or to the Project and said Project Building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Project and said Project Building and the Flat itself or any part thereof without the consent of the local authorities, if required.

19.2 Not to store in the said Flat any goods which are of hazardous, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the said Project and said Project Building or storing of which ~~बुद्धि~~ is objected to by the 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 said Project and said Project Building including entrances of the Project and in case any damage is caused to the said Project Building or




(Promoter)


(Purchaser/s)

the said Flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

19.3 To carry out at his/her/their own cost all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and shall not do or suffer to be done anything in or to the Project Building or the said Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

19.4 Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the Project Building and shall keep the portion, sewers, drains and pipes in the said Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Project Building 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 said Flat without the prior written permission of the Promoter and/or the Society.

19.5 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 Project Building or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

19.6 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the Project Land and Project Building.

19.7 Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned local authority or Government or giving water,

(Promoter)

(Purchaser/s)

electricity or any other service connection to the Project Building.

- 19.8 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 said Flat by the Purchaser/s for any purposes other than for purpose for which it is sold.
- 19.9 The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or the benefit factor of this Agreement or part with the possession of the said Flat until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid.
- 19.10 The Purchaser/s agree/s and undertake/s not to alter or modify the firefighting system installed by the Promoter as per CFO approval. The Purchaser/s shall further ensure that the Society of the purchasers shall also not alter or modify the said firefighting system and shall ensure the same is well maintained (though AMC Contractors or otherwise) and checked by conducted fire drills as mandated by the authorities.
- 19.11 The Purchaser/s shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Project Building and the said Flat 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 Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Flat in the Project 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.

- 19.12 Till a Full Occupation Certificate and conveyance of the Land is executed in favour of the Society, the Purchaser/s shall permit the Promoter and their surveyors and agents without workmen and others, at all reasonable times into and upon the Project Building or any part thereof to view and examine the state and condition thereof.

(Promoter)

(Purchaser/s)

- 19.13 Not close verandah or balconies or decks/attached terraces/open spaces/frontage adjoining the said Flat without the sanction and permission of the Promoter and of the authorities concerned nor shall make any alterations or changes in the elevation and outside colour scheme of the said Flat.
- 19.14 To observe and perform all the terms, conditions and covenants to be observed and performed by the Purchaser/s as set out in this Agreement;
- 19.15 The Purchaser/s of said Flat, if he/she/they has/have been allotted a car park, he/she/they shall not misuse the parking space in the open/stilt and the automated mechanized car parking, elevation features, part terrace etc.
- 19.16 The Purchaser/s shall not cover the area of the ducts with debris, blocks, tiles or any such material and shall not conceal the pipes passing through the portion of the ducts and also shall not cover chajja of the Project Building and shall not put any flower pots etc. on the chajja and in the ducts and shall not do any such filling which would lead to excess load on the chajjas and/or the Project Building;
- 19.17 The Purchaser/s will be entitled to carry out repairs, renovation and alterations in the said Flat at his/her/their own costs and expenses, and in such manner as he/she/they may deem fit and proper **PROVIDED HOWEVER** that such repairs, renovation and alteration shall not be of structural nature and the same shall be with prior permission, sanction and approval of the Promoter and MCGM and all other Concerned Authorities and the said Society, if required; **PROVIDED FURTHER** that such repairs, renovation and alteration shall not in any manner result in utilization or consumption of any additional FSI in addition to the FSI consumed and utilized in the construction of this said Flat nor shall such repairs, renovation and alteration in any manner damage or endanger the RCC frame work including RCC Columns of the said Project Building or any part thereof, nor shall enclose or cover or result in covering or enclosing the common areas or areas which

(Promoter)

(Purchaser/s)

cannot be covered or enclosed as per Rules and Regulations of MCGM or other Concerned Authorities nor shall such repairs, renovation and alteration change or modify the elevation of the Project Building **NOTWITHSTANDING** anything to the contrary contained herein, the Purchaser/s do/doth hereby agree/s and undertake/s not to change or alter the location of any of the bathrooms/toilets in the said Flat. The Purchaser/s shall not break/repair the toilets, bathroom, ducts and chajjas of said Flat. In case, the Purchaser/s desire/s to renovate the toilets, bathrooms and balcony area, the Purchaser/s will do so with prior written permission of the Promoter /Society, as the case may be, and take utmost care to waterproof the same and shall not cause any nuisance or disturbance to the flat below him/her/them due to leakage from his/her/their toilets/ bathroom/ balconies. In case of any leakage from the said Flat to the flat below, the Purchaser/s shall be totally responsible to rectify the same and bear all the costs for the same. The Purchaser/s do/doth hereby indemnify shall and keep indemnified the Promoter and the Society at all times against all actions, claims and demands of whatsoever nature taken or made by the MCGM and/or by the State Government and/or by any other authority in respect of the said Flat or the Project Building as a whole or by reason or as a result of anything done by the Purchaser/s in or with regard to the said Flat or the Project Building or any part thereof.

19.18 The Purchaser/s agree/s and undertake/s to separate Dry and wet garbage and treat the wet garbage generated in the building separate as per general condition of the IOD and approvals.

19.19 The Purchaser/s shall be entitled to use the lifts in the Project Building **PROVIDED HOWEVER** all the persons using the lifts shall do so at their own risk. The Purchaser/s shall not carry or cause to be carried heavy or bulky packages to the upper floors by the lifts. The Purchaser/s shall not cause damages to the lifts, staircases, common passages, refuge area or any other parts of the said Project Building or the Project Land.

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[Signature]

(Promoter)

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(Purchaser/s)

- 19.20 The open spaces, common entrances, common passages, ducts, refuge area, lobbies, staircases, lifts in the Project Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or any other purpose. The Purchaser/s shall not use or permit the use of common passage, ducts, refuge areas, open spaces, lobbies and staircases in the Project Building for storage or for use by servants at any time.
- 19.21 Under no circumstances they will be entitled to any FSI, Fungible FSI or shall have any right to consume the same or TDR on the Project Land in any manner whatsoever.
- 19.22 The Promoter shall be fully entitled to sell any part or portion of the Project Building, including the open terrace or any portion thereof for exclusive use for installation of communication tower or for display of advertisements/ hoardings, as may be deemed proper by the Promoter.
- 19.23 The Purchaser/s will not raise any objection or interfere with Promoters' rights reserved unto them herein. The aforesaid consent and agreement shall remain valid, irrevocable, continuous, subsisting and in full force even after the possession of the said Flat is handed over to him/her/them and/or possession of the Project Building is transferred and handed over to the Society.
- 19.24 The Purchaser/s will ensure that he/she/they will not keep any plants on the chajjas/window as it causes leakage/seepage in the Project Building walls and wall paints are spoiled. For any such damage due to plants etc. the Purchaser/s will be responsible and will make the losses good at his/her/their own cost, charges and expenses.
- 19.25 The Purchaser/s shall not raise any objection for the same while taking possession of the said Flat or even after taking possession the carpet area of the said Flat and/or the dimensions of all the rooms including bathrooms may vary to an extent of 3% due to inherent nature of construction industry.


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(Promoter)

(Purchaser/s)

- 19.26 The Purchaser/s shall not be entitled to claim partition of his/her/their/its share in the Project Building and/or said Project Land and the same shall always remain undivided and impartible.
- 19.27 The Promoter will be entitled to take action against the Purchaser/s if he/she/they do not regularly pay his/her/their proportionate share of outgoing referred to in this Agreement every month.
- 19.28 The Shop/Flat sold to the Purchaser/s herein is only for his/her/their commercial/residential use and he/she/they will not be entitled to any change of user without written consent from the Promoter and the concerned authorities.
- 19.29 The Promoter shall be entitled to alter the terms and conditions of the Agreement relating to the unsold Flats in the Project Building of which the said Flat forms part of, provided the rights of the Purchaser/s herein relating to use, possession and enjoyment of the said Flat allotted to him/her/them are not affected in any manner.
- 19.30 The 'outgoings/maintenance charges' shall be borne and paid by Purchaser/s and no part of the same will be paid by the Promoter once the Project Building is ready and Occupation Certificate/ part Occupation Certificate in respect thereof has been obtained and the Purchaser/s is/are intimated of the same by the Promoter except in respect of the unsold flat/s.
- 19.31 The 'outgoings /maintenance charges' shall start from 30 days from the date of intimation of the Project Building being completely ready irrespective of O.C. being obtained or not and irrespective of the possession of the flat being taken or not. For the Purchaser/s who take 'provisional possession' and/or 'furniture possession' of their respective Flat prior to this date, in that case he/she/they ~~shall~~ pay the Maintenance charges.
- 19.32 The Maintenance Charges shall be charged on proportionate basis or on lumpsum basis ~~at the sole discretion of the~~ Promoter. After the Project Building is ready and ~~all the flat~~ Purchaser/s is/are duly intimated by the Promoter for taking


(Promoter)


(Purchaser/s)

possession, the 'Maintenance charges' of the entire Project Building will be divided amongst all the Flats that are sold and apportioned according to their areas on pro rata basis, irrespective of whether the Purchaser/s have taken 'possession' and/or 'furniture possession' of their Flat or not and irrespective of the O.C. being obtained or not.

19.33 The Purchaser/s is/are aware that the water supply to the Project Building, till the O.C. is obtained, may fall short and hence tanker water may be required. Also, till the O.C. is obtained the water charges and taxes levied by MCGM shall remain high. The same will be taken into account for calculating 'Maintenance charges'.


19.34 The Purchaser/s shall pay outgoing/maintenance charges of his/her/their Flat either to the Promoter or to the Ad-hoc Committee of the Flat Purchaser/s or to the Society when it gets formed, for each Quarter i.e. April to June, July to September, October to December and January to March in the beginning of the Quarter without waiting for any bills, notice, or intimation for the same as per the outgoings/ maintenance charges mentioned in this Agreement or revised out goings as intimated to the Purchaser/s from time to time.

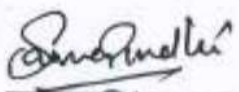
19.35 The Purchaser/s is/are aware that if outgoings/maintenance charges are not paid by all the purchasers regularly, the management of the Project Building may fall in jeopardy and essential amenities may be withheld, and in such event the Promoter will not be responsible for the same.

19.36 The Purchaser/s will not hold the Promoter responsible if municipal taxes or other outgoings are not paid or the Project Building and Project Land is not properly managed unless all Flat Purchaser/s regularly pay for their regular contributions and outgoings/maintenance charges as stated hereinabove.

19.37 The Purchaser/s shall keep the fire escape passage and the staircase free of any obstructions at all time.

19.38 The Society/ Purchaser/s will admit all the purchaser/s of flats as members of the Society, in the event of such sale by the


(Promoter)


(Purchaser/s)

Promoter takes place after the registration of the Society and shall charge only Rs. 600/- towards the share price and the entrance fee.

- 19.39 If the Project Building "Romell Orbis" or any part thereof gets demolished and/or gets damaged on account of any act of God such as earthquake, floods or any other natural calamity, act of enemy, war other causes beyond the control then such losses and damages incurred to the structure will be fully sustained by Purchaser/s along with the other Flat Purchaser/s and the Promoter shall not be responsible for such loss/damage. The Purchaser/s shall have to make good the loss so sustained by them and the other Flat Purchaser/s.
- 19.40 The Purchaser/s agree/s that as and when he/she/they desire to install the Air Conditioner in the said Flat then he/she/they shall install the same at the demarcated place shown by the Promoter and shall not install it at any other place, so as to maintain the elevation of the Project Building. Similarly, the Purchaser/s shall not change outer elevation of the Project Building by changing size of windows, chajjas, grills etc.
- 19.41 The Purchaser/s shall not change the design or location of the railing provided by the Promoter. The Purchaser/s shall not install any full or part or box grill in the said Flat.
- 19.42 The Purchaser/s agree/s and confirm/s that he/she/they are aware that in Project Building the Promoter has allotted stilt/ automated mechanized Car parking to other purchasers and as such he/she/they find the entire parking arrangement just and proper and that he/she/they never had and he/she/they don't have nor we shall in future have or take any objection or create any dispute in respect thereof or in that behalf.
- 19.43 In the event the Purchaser/s takes 'provisional possession' or 'furniture possession' of said Flat to carry out any interior work, then he/she/they further agree/s and confirm/s with the Promoter that the Purchaser/s shall
- i) before starting interior work take written permission/ sanction of his/her/their plan for the same from the

Promoter

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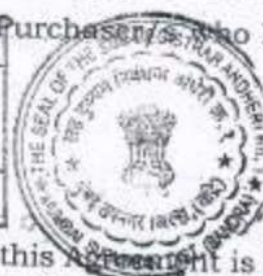
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- ii) take care of his/her/their own material, tools and equipment's used for the interior work.
- iii) use his/her/their own temporary doors and windows for the interior work.
- iv) pay to the Promoter, a lumpsum charge of Rs.5,000/-per month for consumption of electricity and water and for removal of the debris.
- v) adhere to timing of 10 am to 6 pm for the interior work.
- vi) not allow any his/her/their workers to stay in the said Flat or on the Project Building and/or Project Land.
- vii) the Purchaser/s shall not tamper with the Security, Fire Alarm and Fire Detection system and any damage caused shall suitably compensated by the Purchaser/s.

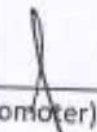
20. MORTGAGE BY PROMOTER :

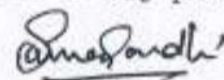
20.1 The Promoter will be entitled to obtain a further Project Loan, if necessary, by mortgaging the said Property or the Project Land or the Project Building "Romell Orbis" to be constructed thereon or any of the units constructed/ under construction/ proposed to be constructed thereon or the receivables from the Sale Proceeds thereof. Accordingly, the Promoter is at liberty to obtain such loan even after the execution of this Agreement in respect of the shops/flats other than the shop/flat agreed to be sold by this Agreement. However, after the Promoter executes this Agreement, they shall not mortgage or create a charge on the said Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has taken or agreed to take

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21. MISCELLANEOUS:	
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21.1 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or of the said Project Building and Project Land or any part


(Promoter)


(Purchaser/s)


thereof. The Purchaser/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said Project Building along with the Project is conveyed and handed over in favour of the Society.

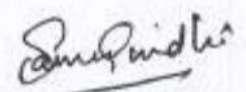
21.2 Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of the agreement or any forbearance or giving of time to the Purchaser/s by the Promoter shall not be construed as a waiver or acquiescence on part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s and shall not in any manner affect or prejudice the rights of the Promoter.

21.3 All costs, charges and expenses in connection with the formation of the Society, as well as the costs, charges and expenses of preparing, engrossing, stamping and registering this, save and except the Stamp Duty on this Agreement, and all other Agreements, Conveyance Deeds, or any other documents required to be executed shall be borne and paid by the Purchaser/s.

21.4 The Promoter has made it clear to the Purchaser/s and the Purchaser/s has expressly agreed that the Promoter has reserved the exclusive and permanent rights for installing hoardings, neon sign boards on the Project Building and/or on the Project Land or on the terrace of the Project Building. The Promoter may advertise for themselves or sell to/ give on rental basis the said right to advertise to anybody as per their own choice. The Purchaser/s or their nominees or their Co-operative Society shall not object to the same for whatsoever reason and the Purchaser/s or Co-operative Society shall not claim any monetary consideration or any benefit in respect thereof.

21.5 In the event of any party being an purchaser of a hoarding site/communication tower facility/other right in the Project Building or in the Project Land and in the event of the Promoter entering into agreement for allotment of the hoarding site/communication tower facility/other right in the Project Building or in the Project Land with such party or parties then


(Promoter)


(Purchaser/s)

such party/parties shall not be entitled to be an ordinary member of the Society but only an associate member to whom shall be granted a lease of such hoarding sites/ communication tower facility/ other rights at the rent equivalent to the proportionate outgoing including taxes, etc. if any payable in respect of the hoarding site/ communication tower facility/ other rights and the Purchaser/s and or the Society shall not be entitled to object to such grant by the Promoter and shall consent to the proposal for granting such permanent lease in favour of such party or parties of such hoarding site/communication tower facility/ etc.

21.6 The Project Building constructed on the Project Land shall always be known as "Romell Orbis" and/or by such other name/s as the Promoter may in its absolute discretion shall decide and the same shall not be changed.

21.7 The Purchaser/s herein along with other Purchaser/s of other Flats in the Project Building undertake/s to become a member of the Society and for that purpose also from time to time undertakes to sign and execute all papers or applications that may be required including the bye-laws of the Society within seven days of receipt thereof, time being the essence, so as to enable the Promoter to form the said Society within the time limit prescribed by Rule-8 of the said Act. No objection shall be taken by the Purchaser/s if any changes or modification are made in the Bye-laws of the Society. The power and authority of the Society shall be subject to the overall power authority and control of the Promoter in any of the matters concerning the Project Building the construction and completion thereof and all amenities pertaining to the same and in particular the Promoter shall have absolute authority and control as regard the unsold premises and the disposal thereof.

21.8 This Agreement shall always be subject to the provisions contained in the said Act and the Rules made thereunder and/or any modification/s and/or enactment/ amendment thereof and/or the rules or any other provisions of law applicable thereto and the provisions hereto.

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(Promoter)



[Signature]
(Purchaser/s)

21.9 The Purchaser/s is/are aware that the MCGM while sanctioning the plans in respect of the said Project Building has laid down several terms and conditions, stipulations and restrictions and the Promoter has agreed to the same and also given undertaking as required by the planning authority to specifically bring to the notice of the prospective Purchaser/s that the proposed building is with deficient open space and joint open space AND that due to the planning constrains since there are restrictions in height due to civil aviation and the other hardships in planning due to the D.P. Reservations affecting the said Project Land, the said Amended Plan of 6th January 2022 have been sanctioned with deficiency of height, the Promoter has provided this clause as directed by the MCGM and Purchaser/s undertake/s, agree/s to observe, perform and comply with the same and the Purchaser/s undertake/s and agree/s that the said terms and conditions will also be binding upon him/her/them/Society even after the Occupation Certificate of the Project Building is obtained.

21.10 The Purchaser/s of the said Flat are aware that the Project Building "Romell Orbis" is constructed with deficient open space and joint open space and they shall not object for the development on the said Project Land with deficient open space and joint open space.


21.11 The Promoter has also disclosed to the Purchaser/s that the Promoter has availed of the facility of concession in premium to the extent of 50% as per Govt. directives u/s. 154 of MR & TP Act, 1966 issued u/no. TPS-1820/SR-27/CR-80/20/UD-13 dated 14th January, 2021 and has passed on the benefit to the Purchaser/s. The Purchaser along with this Agreement has also executed a Certificate thereby recording that his/her/their Stamp Duty has been duly paid by the Promoter.

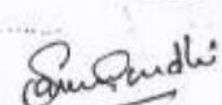
21.12 Notwithstanding any other provisions of this Agreement and until the full OC is not obtained, the Promoter shall be entitled to exercise sole and absolute discretion.

- (i) To have a Society and/or any other body of Purchaser/s to be formed and constituted as provided herein.

बदर - ३
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(Promoter)


(Purchaser/s)

- (ii) To cause to be conveyed and/or transferred the Project Building and the Project Land in favour of such Society.
- (iii) To decide and determine how and in what manner the infrastructure including the common utility areas may be transferred and/or conveyed to such society and/or any other body or bodies of the purchasers.
- (iv) To provide for and incorporate covenants and obligations with regard to the provisions of maintaining the infrastructure and common amenities.
- (v) To determine in what proportion all out goings will be payable by each group of Flat Purchaser/s and parties.

21.13 If any charges are levied hereafter or payment required to be made hereafter pursuant to any new levy or charge and not arising by reason of any further additions, alterations, modifications to or of development in the Project Building by the Promoter or of any breach by the Promoter of any law, rules or regulations to any Government Authorities or local bodies either on the Project Building or on the Project Land or otherwise howsoever, the Purchaser/s on being called upon to do so by the Promoter, shall pay to the Promoter his/her/their share thereof at or before or even after taking possession of the said Flat, as may be required or demanded by the Promoter.

21.14 Nothing contained in this Agreement is intended to be nor shall be construed a grant, demise or transfer in law of the said Flat or of the said Project Building and Project Land. The Purchaser/s shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him/her/them and his/her/their rights and privileges to use all common amenities in the Project Building i.e. "Romell Orbis". The entire Project Land including all open spaces, lobbies, staircases, recreation spaces, walls, compound walls, lifts, terraces including the rights over walls like hoisting rights, etc. will remain the property of the Promoter who shall be entitled to sell, transfer, deal with or dispose of the same in any manner the Promoter deems fit consistent with the terms of this Agreement until the Project

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[Signature]
(Promoter)

[Signature]
(Purchaser/s)

Building and Project Land is conveyed and transferred to the Society as herein mentioned.

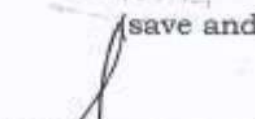
21.15 Notwithstanding what is stated hereinabove, the Promoter shall be entitled to submit the said Project Building and Project Land or portion thereof under the provision of Maharashtra Apartment Ownership Act, 1970 and in such event, the Purchaser/s shall at his costs, charge and expenses be entitled to execution of a Deed of Apartment and/or Assignment and in such event the Promoter shall cause to execute such relevant documents for effectuating a proper transfer of the said Flat and undivided share, right, title and interest in the common area and amenities in favour of the respective Purchaser/s of the respective Flats at the cost of the Purchaser/s.

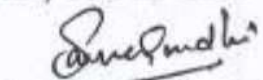
21.16 Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of the agreement or any forbearance or giving of time to the Purchaser/s by the Promoter shall not be construed as a waiver or acquiescence on part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s and shall not in any manner affect or prejudice the rights of the Promoter.

21.17 The Purchaser/s at his/her/their own costs and charges shall present this Agreement at the proper registration office of the registrar within the time limit prescribed by the Registration Act and the Promoter will attend such office on being informed sufficiently in advance by the Purchaser/s and admit execution thereof.

21.18 All notices/ call letters/ demand letters and other writings and correspondence to be served on the Purchaser/s or the Promoter as contemplated by this Agreement shall be deemed to have been duly served (whether accepted or not) if sent to the Purchaser/s / Promoter at his/her/its address specified in the title of the Agreement.

21.19 All costs, charges and expenses in connection with the formation of the Society as well as the costs, charges and expenses of preparing, engrossing, stamping and registering this Agreement (save and except the stamp duty of this Agreement) and all other


(Promoter)



(Purchaser/s)

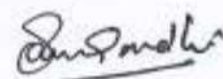
Agreements, Conveyance Deeds /Lease or any other documents required to be executed including the Registration Fee and other charges levied by the Registration Department shall be borne and paid by the Purchaser/s.

21.20 The Promoter hereby reserves its right to install its permanent signage consisting of its name/brand and logo on the terrace or external façade of the Project Building "Romell Orbis". The signage so installed will be permanent and will not be removed or dismantled by the Society and/or flat purchasers for any reason whatsoever. The said signage will be maintained by the Promoter and the Promoter, its employees, servants and agents will have rights to enter into the Project Building so as to maintain the said signage with prior intimation and related permission accorded by the Society of flat purchasers. In the event of illumination of the signage, the Promoter will install a separate electricity meter for the same and pay the electric bill in respect thereof. Also the Promoter will bear all applicable MCGM and other taxes/charges for the signage installed. Provided however that if signage of "Romell Orbis", the Promoter's name or sister concern (where any Promoter/AOP's/ of Promoter is common) with logo is not installed and displayed then Promoter shall not bear and pay anything towards the maintenance, taxes or electricity etc., even if the same is illuminated.

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

21.22 The Parties hereto confirm that this document constitutes the full agreement between the Parties and supersedes all previous agreements, arrangements, understandings, writings, allotment, letters, procedures and/or other documents entered into, executed and/or provided which are contrary and inconsistent with the provisions of this Agreement.


(Promoter)


(Purchaser/s)


21.23 It is also made clear that the brochures are for general representation/awareness and should not be construed as the complete and conclusive document for the purpose of determining anything the Purchaser/s should rely upon the sanctioned plans to determine the final layout of the Project Land.

21.24 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 said Project, shall equally be applicable to and enforceable against any subsequent Purchaser/s of the said Flat, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes.

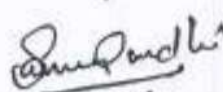
21.25 If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the 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.

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

21.27 Forwarding this Agreement to the Purchaser/s by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser/s until, firstly, the Purchaser/s sign/s and deliver/s this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30



(Promoter)



(Purchaser/s)



(thirty) days from the date of receipt by the Purchaser/s and secondly, the Purchaser/s pays the requisite registration charges on this agreement and appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser/s fail/s to execute and deliver to the Promoter this Agreement duly stamped as per the Maharashtra Stamps Act within 30 (thirty) days from the date of its receipt from the Promoter and appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15(fifteen) days from the date of its receipt by the Purchaser/s, the allotment of the Purchaser/s shall be treated as cancelled and thereupon all consequences of cancellation/termination as recorded hereinabove shall follow.


21.28 The Purchaser/s and persons to whom the said Flat/s is/are permitted to be transferred, shall, from time to time, sign all applications, papers, and documents and do all acts, deeds and things, as the Promoter may require for safe-guarding the interest of the Promoter and/or the Purchaser/s and other Purchaser/s of the said Flat in the Project Building.

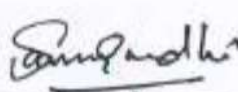
21.29 The Purchaser/s do/doth hereby expressly agree/s and covenant/s with the Promoter that in the event if the Promoter obtains part OC from MCGM in respect of the Project Building and offer possession of the said Flat to the Purchaser/s then the Promoter shall have the right to complete the balance construction of the Project Building without any interference and/or objection by the Purchaser/s. The Purchaser/s further confirm/s that he/she/ they shall not object or dispute for carrying out balance construction work by the Promoter on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Promoter shall be entitled

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Project Building	or	the balance construction of the
nominee/s as	they	may desire in their absolute discretion
		without any interferences and/or objection by the Purchaser/s.




 (Promoter)


 (Purchaser/s)

21.30 Headings used in this Agreement are for the purpose of convenience and reference only and shall not be deemed to reduce the scope of the clauses of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

22. NOTICES:

22.1 All Notices to be served on the Purchaser/s as contemplated by this Agreement or required by law, shall be deemed to have been duly served, if sent to the Purchaser/s by email and by Registered Post A.D. at their address specified below:-

Name of Purchaser/s: **MR. SAMEER UGRASEN GANDHI**

Purchaser's Address: **10/7, JEEVAN JYOTI, TARUN BHARAT SOCIETY, CHAKALA, SAHAR P & T COLONY, ANDHERI EAST, MUMBAI 400 099.**

Mob: +91 9820196170

Notified Email ID: **gandhisam@yahoo.com**

22.2 All Notices to be served on the Promoter as contemplated by this Agreement or required by law, shall be deemed to have been duly served, if sent to the Promoter by email and by Registered Post A.D. at their address specified below:-

ROMELL PROPERTIES PVT. LTD.,


Registered office at Gharkul C.H.S., Flat No.202,
Second Floor, Wing-B, Azad Road,
Vile Parle (East), Mumbai 400 057.

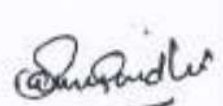
And

Corporate "PRIUS INFINITY", 4th Floor,
Subhash Road, Vile Parle (East),
Mumbai 400 057,

Notified Email ID: **customer@romellgroup.com**
finance@romellgroup.com

22.3 It shall be the duty of the Purchaser/s 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


(Promoter)


(Purchaser/s)

shall be deemed to have been received by the Promoter or the Purchaser/s, as the case may be.

23. JOINT PURCHASERS:

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

24. STAMP DUTY AND REGISTRATION CHARGES:

24.1 The stamp duty as may be applicable and incidental to this Agreement shall be borne and paid by the Promoter alone. However the registration charges along with other out of pocket expenses as may be applicable and incidental to this Agreement shall be borne and paid by the Purchaser/s alone.

24.2 On demand by the Promoter, the Purchaser/s shall also pay to the Promoter at once and without any delay the Purchaser/s share of stamp duty and registration charges, as applicable and payable by the said Society (proposed or registered) for the Deed of Conveyance of the Project Land along with the Project Building to be executed in favour of the Society.

24.3 If any charges are levied hereafter or payment required to be made hereafter pursuant to any new levy or charge and not arising by reason of any further additions, alterations, modifications to or for the development of the Project Land by the Promoter or of any breach by the Promoter of any law, rules or regulations to any Government Authorities or local bodies either on the Project land and/or the Project Building or otherwise howsoever, the Purchaser/s on being called upon to do so by the Promoter, shall pay to the Promoter his/her/their share thereof at or before or even after taking possession of the said Flat, as may be required or demanded by the Promoter.

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(Promoter)

(Purchaser/s)

25. DISPUTE RESOLUTION:-

25.1 It is mutually agreed between the parties hereto, that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives or between Purchaser/s of other Flats in the said Building-I and the Promoter in respect of the interpretation of these presents or concerning anything herein contained or arising out of the said Flat or as the rights liabilities or the duties of the parties hereunder the same shall be subject to jurisdiction of courts in Mumbai.

25.2 Any dispute between the Parties hereto shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

25.3 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 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 Mumbai in the presence of attesting witness, signing as such on the day first above written.

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THE FIRST SCHEDULE HEREINAFTER REFERRED TO

Firstly: ("said Plot No.365")

ALL THAT piece and parcel of freehold land or ground, hereditaments and premises bearing **CTS No. 365** admeasuring 3,969.90 sq. mtrs. as per Property Register Card corresponding to Survey No. 27/1, 27/3 (part), 23A/2 (part) and 29/1(part), situate, lying and being in the revenue Village of Mogra, Taluka Andheri, Mumbai Suburban District and otherwise situated at Vijay Raut Road, Pump House, Near Sher-E-Punjab, Mogra, Andheri (East), Mumbai - 400 093

(Promoter)

(Purchaser/s)

in 'K - East' Ward, within the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bounded as under:-

- On or towards the North : By CTS No. 165/A & Boundary of Village Majas;
On or towards the South : By CTS No. 364;
On or towards the East : By CTS No. 425(pt); and
On or towards the West : By 364/A.

Secondly: ("the said Larger Property"):

ALL THAT piece and parcel of freehold land or ground, hereditaments and premises bearing **CTS Nos. 365/A, 365/B, 365/C, 365/D and 365/E** collectively admeasuring **3,969.90 sq. mtrs.** as per the Property Register Card situate, lying and being in the revenue Village of Mogra, Taluka Andheri, Mumbai Suburban District and otherwise situated at Vijay Raut Road, Pump House, Near Sher-E-Punjab, Mogra, Andheri (East), Mumbai - 400 093 in 'K - East' Ward, within the Registration District and Sub-District of Mumbai City and Mumbai Suburban.

THE SECOND SCHEDULE ABOVE REFERRED TO :

("the said Property or "the said Project Land")

Sub-Plot 'A' bearing CTS No. 365/A admeasuring **2,216.08 sq. mtrs.** together with Nalla adm. 2 metre on the south of Sub Plot- A (being the sub-divided separate plot forming part of the said Plot No.365 and the said Larger Property more particularly described in the First Schedule hereinabove written) situate, lying and being in the revenue Village of Mogra, Taluka Andheri, Mumbai Suburban District and as shown in **BLUE** colour Boundary lines in the Layout Plan at **Annexure "A"** annexed hereto and bounded as under:-

- On or towards the North : by CTS No.165/A & Boundary Village Majas;
On or towards the South : by CTS No.364 A and
On or towards the East : partly by CTS No.365/C;
partly by CTS No. 365/B
30 metre D. P. Road ; and;
On or towards the West : by CTS No.364A.

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2200	10E	950
On or towards the East		



(Promoter)

(Purchaser/s)

THE THIRD SCHEDULE HEREINABOVE REFERRED TO :

"the said PROJECT "ROMELL ORBIS" "the PROJECT BUILDING"

Multistoried High Rise Residential Building consisting of two wings, viz., Wings 'A' & Wing 'B', comprising of a common ground floor; having stilt for car parking in Wing 'A' and part shops/commercial premises in Wing 'B' + 1st to 19th residential upper floors + 20th floor partly as fitness center and partly for residential use, with Refuge Area on the 8th and 15th floor of each wing TOGETHER WITH proposed One automated Mechanized Car Parking Tower at the South side of the Project Land, adjacent to Wings 'A' & 'B', and One Swimming Pool floors on the top level of the Car Parking

Tower, open to sky, to be known as "ROMELL ORBIS" proposed construction on Sub Plot- A bearing CTS No. 365/A, the Project Land more particularly described in the Second Schedule hereinabove written and situate, lying and being in the revenue Village of Mogra, Taluka Andheri, Mumbai Suburban District.

THE FOURTH SCHEDULE HEREINABOVE REFERRED TO:

("the said Shop/ Flat Premises")

Flat No. **904** admeasuring **858** sq. feet RERA carpet area (inclusive of Fungible FSI) equivalent to **79.71** sq. mtrs. in the "B" Wing on the **09th** Floor of the Project Building known as "ROMELL ORBIS" WITH **1(one)** Parking Space in **Mechanized Car Parking Tower** being constructed by the Promoter on the Project Land more particularly described in the Second Schedule hereinabove written and as shown in **RED Hash** in the Floor Plan annexed hereto and marked as **Annexure 'B'**.

THE FIFTH SCHEDULE HEREINABOVE REFERRED TO:

Description of Restricted Common Areas

Pro-rata right along with all purchasers of flats in the said Building in common areas and facilities i.e. to say:

- o All the internal walls of each flat to be exclusively of individual flat owner;

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(Promoter)

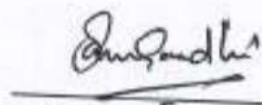
(Purchaser/s)

- All the individual electricity meters and individual water meters, if any, to be owned by the individual flat purchaser/s;
- The terrace above the Project Building will be approachable for maintenance and there will be water supply pipes, water tanks, solar panels and lift rooms only on the said terrace. The internal terraces of individual flat (if any) to which access will be available only through such flat shall form a Restricted Common Area and Facility for such individual flat.
- The Lift, Lift Motor, Lift Room and other accessories relating to lifts, plumbing and fire fighting system of the Project Building will be a Restricted Common Area and Facility for the occupants of the Building-I.
- The stair cases of the Project Building will be a Restricted Common Area and Facility for the occupants of the Project Building.
- All the common walls, pillars, slabs, foundations columns, girders, roofs and entrance and exits of the Project Building will be a Restricted Common Area for the occupants of the Project Building.
- The Society office will be restricted common area and facility for the purchaser/s in respect of the Project Building and the same shall be used only for the Society work.
- The fitness centre and all amenities provided by the Promoter on the terrace of the Project Building will be a restricted common area and facility for the purchaser/s of flats in the said Project Building and Outsiders will not be permitted to use the same.
- Swimming Pool floors on the top level of the Car Parking Tower, open to sky, which will be accessible from the terrace of Wings 'A' & 'B'.

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(Promoter)


(Purchaser/s)

IN WITNESS WHEREOF the Parties hereto have signed and delivered these presents the day and year herein above mentioned.

SIGNED, SEALED AND DELIVERED by the) Photograph Left Hand
Thumb Impression

within named "OWNER/PROMOTER"
M/S ROMELL PROPERTIES PVT. LTD
through its Authorised Signatory



A handwritten signature in dark ink, appearing to read 'ROMY'.

MR. JUDE ROMELL / DOMNIC ROMELL

Signatory)

in the presence of ...)

1. *Aleena Gandhi*
2. *Ram*

SIGNED AND DELIVERED by the
Within named "Purchasers"



(1) MR. SAMEER UGRASEN GANDHI

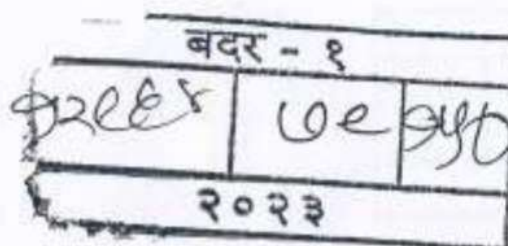
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Signature)

in the presence of :

1. *Aleena Gandhi*
2. *Ram*

A handwritten signature in dark ink, appearing to read 'Sameer Gandhi'.



RECEIPT

RECEIVED of and from the within named Purchaser/s the sum of **Rs.22,00,000/- (Rupees Twenty Two Lakh Only)** as per Details Given Below,

Witnesses

- ① *Jeema Gandhi*
② *Pawan*

WE SAY RECEIVED

[Signature]
For M/S ROMELL PROPERTIES PVT. LTD.

(Jude Romell/ Domnic Romell)
Directors

Sr. No.	Date	Cheque No.	Bank	Amount
1.	28/08/2023	000075	HDFC BANK	Rs.5,00,000/-
2.	02/09/2023	000076	HDFC BANK	Rs.17,00,000/-
Total				Rs.22,00,000/-

(Cheques subject to realization & Subject to Mumbai jurisdiction)

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२२६४ ६० ९५०
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Annexure Index- Project ORBIS, Village Mogra.

1.	Copy of the Layout Plan of Project Land showing the proposed construction of the Project "Romell Orbis" on the said Project Land shown in Blue colour boundary line and the 2 Wings and Parking Tower shown in Red colour boundary line on the Layout plan.	Annexure "A"
2.	Copy of the Typical Floor Plan of the said Flat agreed to be allotted to the Purchaser duly approved by the Planning Authority shown in Red Hash.	Annexure "B"
3.	Copy of the Property Register Card of the said Larger Property bearing Old CTS No.365 and New CTS Nos. 365/A to 365/B.	Annexure "C"
4.	Copy of Legal Title Report along with Floor of Title both dated 15th March, 2022, issued by Merlyn Dias, Advocate relating to title of the Promoter to the said Larger Property bearing CTS No.365.	Annexure "D"
5.	Copy of Intimation of Disapproval (IOD) bearing No. CE/9495/BP/(WS)/A.K./337/5/Amend dated 10th January, 2023 amended on 10th January, 2023.	Annexure "E"
6.	Copy of Commencement Certificate (CC) bearing No. CE/9495/BP/(WS)/A.K./337/5/Amend dated 29th October 2010, further endorsed on 13th June, 2022, 12th August, 2022, 19th January, 2023 and 14th February, 2023 - extended further full CC on 01.09.2023	Annexure "F"

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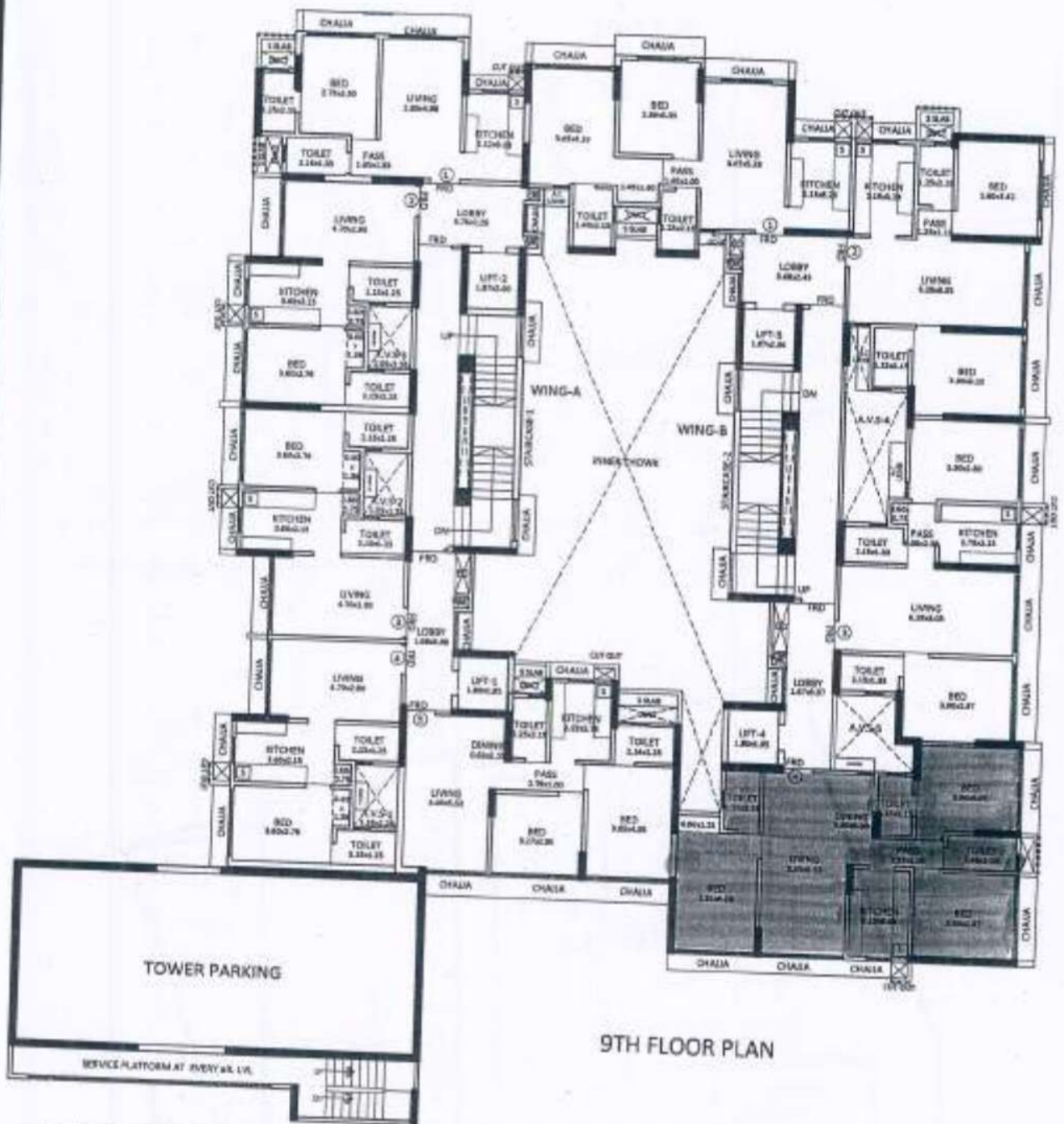
7.	Copy of RERA Certificate bearing Project Registration No. P51800023625 dated 24th December, 2019, renewed as on 30th March, 2022, issued by Real Estate (Regulation and Development Act) 2016 under Maha RERA for "Romell Orbis".	Annexure "G"
8.	The fixtures and fittings and amenities to be provided by the Promoter in the said Shop/Flat and the said Project Building.	Annexure "H"
9.	In the event the Promoter gets an additional F.S.I on the Project Land the Promoter shall build additional floors on the Romell Orbis Wings 'A' & Wing 'B' as approved by the Planning Authority, and that a separate Consent letter for the same is also executed	Annexure "I"

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ANNEXURE 'B'



9TH FLOOR PLAN

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FLAT NO : B-9
 FLOOR NO : 9th

Rome
Andhra

ROMELL
 GROUP
 an address of pride

ROMELL ORBIS

PROPOSED RESIDENTIAL BUILDING ON LAND BEARING C.T.S.NO.5.365 (PT) OF VILLAGE MOGRA, ANDHRA (EAST)



महाराष्ट्र शासन

मालमत्ता पत्रक

7052

गाव/पेठ : मोगरा	तालुका/न.मु.का. : नगर न्यायन अधिकारी,अंधेरी	जिल्हा : मुंबई उपनगर
नगर न्यायन क्रमांक	डिट नंबर	प्लॉट नंबर
359		359, 10
क्षेत्र चौ.मी.	धारभाधिकार	आसपास दिलेल्या आकारमाग किंवा वाट्याचा तपशिल आणि त्याच्या फेरतपासणीची नियत वेळ
	सी	स. 195, 2-10/13

सुविधाधिकार	H [श्रीमती काजीबाई चतुरभाई पटेल] [श्री. जसुभाई चतुरभाई पटेल] [श्री. ननुभाई चतुरभाई पटेल] [श्री. दिनेश चतुरभाई पटेल] [श्री. हरगोविंद चतुरभाई पटेल] [श्री. वसंतकुमार चतुरभाई पटेल] [श्रीमती सुयशिन विमलाल पटेल] [श्रीमती मधुबेन भरतलाल पटेल] [श्रीमती निर्मलबेन चतुरभाई पटेल] [विमतीपत्रक्रमाचे]
पट्टेदार	
र श्वर	
इतर श्वरे	

दिनांक	खबऱार	खंड क्रमांक	नविन धारका(ग) पट्टेदार(ए) किंवा श्वर	साक्षात्करण
20/04/2008	सहा दुकान निबंधक अंधेरी-4 यापेठकील बडर -4/2002/09 दि. 20/3/08 अन्वये नोंदणीकृत दस्त र.क. 92,400,000/- अन्वये श्री. जसुभाई सी पटेल यांनी न.मु.क. 359, 10 पेठी 1/1 अविमतीत हिस्ता खरेदी दिल्याने त्यांचे नांव कमी करून खरेदी वेळार यांचे नावानी नोंद केलेली.	सह दु.नि. अंधेरी 1	H रोमेल प्रॉपर्टीज प्रा.लि.चे संचालक ज्युड रोमेल	किरादार क्र. 198 प्रमाणे सही- 20/04/2008 न.मु.अ.अंधेरी
19/10/2008	श्रीमती काजीबाई चतुरभाई पटेल. दिनांक 28/03/1993, श्री. हरगोविंद चतुरभाई पटेल दि. 18/04/2008, श्रीमती इंदुबेन हरगोविंद पटेल दि. 6/12/2004 यांनी मगत, अर्ज, प्रतिज्ञापत्र मूल्या वाळला या अन्वये धारकांची नोंद केली		H श्री. जयेश H पटेल श्रीमती दर्शना एम अर्चना	किरादार क्र. 215 प्रमाणे सही- 19/10/2008 न.मु.अ.अंधेरी
10/2008	दुय्यम निबंधक अंधेरी क्र. 3 मुंबई उपनगर कडील नोंदणीकृत दस्त र. क. 28,518,92,000/- अन्वये खरेदी वेळार श्री. ननुभाई चतुरभाई पटेल., श्री. दिनेश चतुरभाई पटेल., श्री. वसंतकुमार चतुरभाई पटेल., श्रीमती सुयशिन विमलाल पटेल., श्रीमती मधुबेन भरतलाल पटेल., श्रीमती निर्मलबेन चतुरभाई पटेल, कपेश एम. पटेल, दान एम. आर्मीन, यांचे नांव कमी करून खरेदी वेळार ह्यांची नावे दाखल केली.	सह दु.नि. अंधेरी 3	H रोमेल प्रॉपर्टीज प्रा. लि.	किरादार क्र. 268 प्रमाणे सही- 10/10/2008 न.मु.अ.अंधेरी
15/12/2015	मा. जगबंदी आयुक्त आणि संचालक भूमि अधिलेखन, राज्य पुणे यापेठकील सारणक क्र.ग.मु.4/ गि.4/अंधेरी नोंद/2015 पुणे दिनांक 16/02/2015 म इकडील अदेश क्र.ग.मु.मोसरा/के.पा.क्र.489 दिनांक 16/12/2015 अन्वये विक्रमात परिकेवरील नमुद कमी क्षेत्र आधारी संपातरीत करून तीन हजार नऊशे ९८ वेगळार पूर्णतः नऊ दशांश चौ.मी.जमूद केले.			किरादार क्र. 489 प्रमाणे सही- 16/12/2015 न.मु.अ.अंधेरी

हे विक्रम पत्रिका दिनांक 2/12/2022 12:00:00 AM रोजी डिजिटल स्वाक्षरीत केली असल्यामुळे त्यावर कोणत्याही सही किंवाची आवश्यकता नाही.
 विक्रम पत्रिका साकारणोड दिनांक 2/12/2022 11:48:39 AM
 वेळता पडताळणी साठी <http://www.maharashtra.gov.in/DL/propertycard> या संकेत स्थळावर जाऊन 2208100001535533 हा क्रमांक वापरता.



बदर - १
 2023





महाराष्ट्र शासन

मालमत्ता पत्रक



50020146116

ULPIN: 50020146116

[महाराष्ट्र जमीन महसूल (गाम, नगर व शहर भूभाषण) विधय, १९६९ चातील नियम ७ नमुना "ड"]

गाव/पेट : मोहरा	तालुका/न.मु.का. : नगर भूभाषण अधिकारी,अंधेरी				जिल्हा : मुंबई उपनगर
नगर भूभाषण क्रमांक	शिफ्ट नंबर	प्लॉट नंबर	शेज चौ.मी.	धारणाधिकार	सासनाला दिलेल्या अकारपीचा किंवा भाज्याचा तपशील आणि त्याच्या फेरतपासणीची नियत वेळ
३६५/अ			२२१६.०८	सी	

शुध्दधिकार :

हक्काचा मूळ धारक :

वर्ष : २०२३

पध्दवार :

इतर मार :

इतर शेरे :

दिनांक	व्यवहार	शिफ्ट क्रमांक	नविन धारक(या), पध्दवार(प) किंवा धार (इ)	साक्षात्करण
28/05/2007	रहा दुय्यम निव्वेक अंधेरी-५ चौकरीतील वर -V/2002/08 दि.20/2/08 अन्वये नोंदणीकृत वस्तू र.स. १२,५००,०००-०० अन्वये सी.अनुषाई सी प्लॉट सीपी न.मु.अ. ३६५, ६८२ पेढी V/C अतिचप्रीत किरासा खरेदी किरासाणे त्यांचे नवे कमी करून खरेदी घेणार आहे असाही नोंद केला.	रहा दु.नि. अंधेरी १	रहेल प्रॉपर्टीज प्रा.लि .चे संघालाक न्युक रहेल	किरासा क्र. १११ प्रमाणे रहा- 28/05/2007 न.मु.अ.अंधेरी
14/10/2008	सीपीटी कारावेण वगुरवाई प्लॉट. दिनांक 20/02/१९९७,श्री. हरनोविंद वगुरवाई प्लॉट दि. ११/०५/२००६, श्रीमती ई सानेन हरनोविंद प्लॉट दि. ६/१२/२००५ रोले मध्य, अर्ज, इतिहासपत्र मूचुचा बाळाला या अन्वये धारलाची नोंद केला	S.I.F.	श्री सनेन इ प्लॉट श्रीमती सानेन एम सानेन	किरासा क्र. २६६ प्रमाणे रहा- 14/10/2008 न.मु.अ.अंधेरी
14/10/2008	दुय्यम निव्वेक अंधेरी क्र. ३ मुंबई उपनगर कधील नोंदणीकृत वस्तू र. स. २६,९४,९२,०००/- अन्वये खरेदी केणार श्री. नमुषाई वगुरवाई प्लॉट, श्री. विनेश वगुरवाई प्लॉट, श्री. जसजुमार वगुरवाई प्लॉट, श्रीमती सुसनेन किरासाला प्लॉट, श्रीमती सुसनेन किरासाला प्लॉट, सीमती निर्मलसनेन वगुरवाई प्लॉट, सनेन एम. प्लॉट, सानेन एम. सानेन, सानेन नोंद कमी करून खरेदी घेणार हवाची नोंद घेणार केला.	रहा दु.नि. अंधेरी ३ वर १/ 3879 2008 दि.07/05/2008	रहेल प्रॉपर्टीज प्रा. लि.	किरासा क्र. २६७ प्रमाणे रहा- 14/10/2008 न.मु.अ.अंधेरी
16/12/2015	श. जसजुमारी आणुका आणि संभारलक मुनि अधिवेक्षण,रहाक मुने चौकरीतील परिपत्रक क्र.सा.पु.वु/मि.१/अंधेरी नोंद/२०१५, मुने विनांक १६/०२/२०१५ व इकडील अवेसा क्र.न.मु.संगरा/फे.का.क्र.५०५ दिनांक१६/१२/२०१५ अन्वये निव्वेकत पत्रिकेवरील नमुन अंधी शेज अंधरी कर्षणवीत करण तीन हजार नऊशे एकशेसत्तर पूर्वीक नऊ सारस चौ.मी.नमुन केला.			किरासा क्र. ५१५ प्रमाणे रहा- 16/12/2015 न.मु.अ.अंधेरी
03/04/2023	पेटडिक्सा सादेस नोंद - जिल्हाधिकारी,मुंबई उपनगर जिल्हा चौकरीतील आदेस क्रमांक : क्र.श्री/कारा.३२६/श्री/एसासर२२०५ अवेसा दिनांक : ०२/०२/२०२३, वृहन्मुंबई महाणगरपालिका नमुन रेखांकन क्रमांक : P-8C6६/२०२१/13६/6/श्री Wards/COGA ३०२/५/श्री दिनांक : ०६/१०/२०२१, पेटडिक्सा श्री.र.क्र. : ५६४ दिनांक : २०/०२/२०२३ अन्वये न.मु.अ. ३६५ मध्ये पेटडिक्सा आणवणे न.मु.अ. ३६५ श्री निव्वेकत पत्रिका रर करण न.मु.अ. ३६५/अ, २६५/ब, २६५/क, ३६५/द, ३६५/े, या नवीन निव्वेकत पत्रिका लखर केल्ये जलत.		रहेल प्रॉपर्टीज प्रा. लि.	किरासा क्र. ७१३ प्रमाणे रहा- 03/04/2023 न.मु.अ. अंधेरी

हि निव्वेकत पत्रिका (दिनांक 03/04/2023 04:04:04 PM रोजी) डिजिटल स्वाक्षरी केली असल्यामुळे त्यावर कोणत्याही रशी मिरासाची आवश्यकता नही.
 निव्वेकत पत्रिका वाचण्यासाठी दिनांक 03/04/2023 05:04:43 PM
 वेबसाईटवर लॉगिन <https://digitalatbars.mahabhumi.gov.in/BSLR/LoginVerifyPropertyCard> या संकेत स्थळावर 2204100002473546 हा क्रमांक वाचवा.

वदर = २

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महाराष्ट्र शासन

मालमत्ता पत्रक



50020211533

ULPN: 50020211533

[महाराष्ट्र जमीन महसूल (गाव, नगर व शहर भूमापन) नियम, १९६९ धर्तीत नियम ७ नमुना "क"]

गाव/पेठ : मोमरा	तालुका/न.मु.का. : नगर भूमापन अधिकारी, अंधेरी			जिल्हा : मुंबई उपनगर	
नगर भूमापन क्रमांक	सिट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकाराची किंवा भाड्याचा तपशील आणि त्याच्या फेरतपासणीची नियात वेळ
३६५/४			११९०.००	सी	

सुविधाधिकार :
डककाचा मूळ धारक :
वर्ष : २०२३
पट्टेदार :
इतर धार :
इतर श्रे :

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक(पठ, पट्टेदार(प) किंवा धार (इ))	साक्षात्कृत
03/04/2023	पोस्टलिस्ट आवेदन नोंद - जिल्हा अधिकारी, मुंबई उपनगर जिल्हा संकेतस्थळ आवेदन क्रमांक : क्र.सी/कार्ड-३क/पोपि/एसआर२२४५ आवेदन दिनांक : ०२/०३/२०२३, बृहन्मुंबई महानगरपालिका नॅटवर्क रेकॉर्डिंग क्रमांक : P-4016/2023/(364/NOE Ward/MOGRIA 302/1/Now दिनांक : ०४/०३/२०२३, पोस्टलिस्ट नं.र.क्र. : १०९ दिनांक : २३/०३/२०२३ क्रमांके न.मु.क्र. ३६५ मध्ये पोस्टलिस्टे झाल्याने न.मु.क्र. ३६५ ची मिळकत पत्रिका रद्द करून न.मु.क्र. ३६५/अ, ३६५/ब, ३६५/क, ३६५/द, ३६५/इ, या नवीन मिळकत पत्रिका तयार केल्या जाता.		अ रोसेल प्रॉपर्टीज प्रा. लि. (रोसेल सेट बॅक बृहन्मुंबई महानगरपालिका)	फेरफार क्र. ७५ प्रमाणे रद्दी- 03/04/2023 न.मु.अ. अंधेरी

हे मिळकत पत्रिका (दिनांक 03/04/2023 04:04:04 PM रोजी) डिजिटल स्वाक्षरी केलेली असल्यामुळे त्यावर कोणत्याही चढी किंवा काही उपपत्रिका लागू नाहीत.

मिळकत पत्रिका काढण्यासाठी दिनांक 03/04/2023 05:04:14 PM

वेबसाइटवरील साठी <https://digitalaathara.mahabhumi.gov.in/DSLRLLogin/VerifyPropertyCard> या संकेत स्थळावर 2204100082473548 हा क्रमांक वापरावा.



बदर - १

२६६४ ८७ ३५०

२०२३





महाराष्ट्र शासन

मालमत्ता पत्रक

ULPN: 50020359086

[महाराष्ट्र जमीन महसूल (माव), नगर व शहर नुमापना नियम, १९६९ यातील नियम ७ नमुना "क"]



50020359086

गाव/पैठ : मोगरा		तालुका/न.पु.का. : नगर नुमापन अधिकारी, अंधेरी			जिल्हा : मुंबई उपनगर
नगर नुमापन क्रमांक	डिप्ट नंबर	प्लॉट नंबर	खेत्र चौ.मी.	धारणाधिकार	सासनाला दिलेल्या आकाराची किंवा साळ्याचा तपशील आणि त्याच्या क्रेतबासणीची नियत वेळ
३६५/क			३५८.८२	सी	

सुविधाधिकार :
डवकाचा मूळ वारक :
वर्ष : २०२३
पट्टेदार :
इतर वार :
इतर जेरे :

दिनांक	व्यवहार	खंड क्रमांक	वकिन वारक(वा), पट्टेदार(वा) किंवा वार (वा)	साक्षात्करण
03/04/2023	पोस्टलिस आदेश नं.६ - जिल्हाधिकारी, मुंबई उपनगर जिल्हा पंचकेडील आदेश क्रमांक : अ.सी/कॉर्पो-३क/पेटि/एमआर२२५५ आदेश दिनांक : ०२/०२/२०२३, वृहन्मुंबई महानगरपालिका मंजूर रेव्हिजन क्रमांक : P-405/U/२०२१/1209/K/E Ward/MCGRA ३०२/५/नव दिनांक : १४/१०/२०२१, पोस्टलिस नो.र.क्र. : ५४३ दिनांक : २२/०२/२०२३ अन्वये न.पु.क. ३६५ मध्ये पोस्टलिसी इत्यान्वये न.पु.क. ३६५ ची मिळकत पत्रिका रद्द करून न.पु.क. ३६५/क, ३६५/ख, ३६५/ग, ३६५/ड, ३६५/इ, या नवीन मिळकत पत्रिका तयार केला असा.		म रोमेश प्रोपर्टीज प्रा. लि. अतिक्रमिण क्षेत्र	क्रियार क्र. ७४३ इमामे वही- 03/04/2023 न.पु.क. अंधेरी

हि मिळकत पत्रिका (दिनांक 03/04/2023 04:04:04 PM रोमी) डिजिटल स्वाक्षरी केरी अस्तत्युळे त्यावर कोणत्याही सही किंवाची आवश्यकता नाही.
 मिळकत पत्रिका वाचणालोक दिनांक 03/04/2023 05:04:02 PM
 वेबपेज पडताळणी साठी <https://digitalsathara.mahabhumi.gov.in/DLSR/Login/VerifyPropertyCard> वा संपेग लावतार 2204100002473548 हा क्रमांक वाचरावा.



बंदर - १
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महाराष्ट्र शासन

मालमत्ता पत्रक



50020516028

ULPIN: 50020516028

[महाराष्ट्र जमीन महसूल (गाव, नगर व शहर भूमापन) नियम, १९६९ चातील नियम ७ नमुना "ड"]

गाव/पेट : भोगरा	तालुका/न.सू.का. : नवर भुनापन अधिकारी,अंधेरी				जिल्हा : मुंबई उपनगर
नगर भुनापन क्रमांक	शिट नंबर	प्लॉट नंबर	खेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या जाकारणीया किंवा माळ्याचा तपशील आणि त्याच्या फेरतपासणीची नियत वेळ
३६५/ड			१८६.८९	सी	

सुविधाधिकार :
हक्काचा मूळ धारक :
वर्ष : २०२३
पट्टेदार :
इतर मार :
इतर सेरे :

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक(या), पट्टेदार(या) किंवा मार (ए)	सार्वांक न
03/04/2023	पोस्टल्ल आदेश नोंद - जिल्हा अधिकारी, मुंबई उपनगर जिल्हा चौथेकडील आदेश क्रमांक : क.सी/कार्य-३क/चौथे/एस्सात२२०५ आदेश दिनांक : ०२/०२/२०२३, पुढे मुंबई महानगरपालिका सेजुत रेखांकन क्रमांक : J-4044/२०२५/(३६५/१६) Wrd/MOORA ३०२/५/१aw दिनांक : ०७/१०/२०२१, पोस्टल्ल नोंद.क्र. : ५७५ दिनांक : २२/०३/२०२३ क्रमांये न.सू.क्र. ३६५ मध्ये पोस्टल्लिडी झाल्याने न.सू.क्र. ३६५ ची मिळकत पत्रिका रद्द करून न.सू.क्र. ३६५/अ, ३६५/ब, ३६५/क, ३६५/ड, ३६५/इ, या नवीन मिळकत पत्रिका तयार केल्या असा.		म. रोमेश प्रॉपर्टीज प्रा. लि. (गार्डेन पार्क बृहन्मुंबई महानगरपालिका)	किरादार क्रं. ७५३ अधारे रसी- 03/04/2023 न.सू.क्र. अंधेरी

श्री मिळकत पत्रिका (दिनांक 03/04/2023 04:04:04 PM रोजी) डिजिटल सत्यापनी केली असल्यामुळे त्यावर कोणत्याही सद्दी शिक्काची आवश्यकता नाही.
 मिळकत पत्रिका तातणतीठ दिनांक 03/04/2023 05:04:08 PM
 शिक्का सत्यापनी सद्दी <https://digital.sathara.mahabhumi.gov.in/SLR/Login/VerifyPropertyCard> या संकेत स्थळावर 2204100002473547 हा क्रमांक वापरता.



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महाराष्ट्र शासन

मालमत्ता पत्रक

ULPIN: 50020658767

[महाराष्ट्र जमीन महसूल (गाव, नगर व शहर भूभाग) नियम, १९६९ यातील नियम ७ नमुना "क"]



50020658767

गाव/पेट : भोगरा		तालुका/न.भु.का. : नगर भूभाषण अधिकारी, अंधेरी			जिल्हा : मुंबई उपनगर
नगर भूभाषण क्रमांक	शिफ्ट नंबर	प्लॉट नंबर	खेत्र चौ.मी.	धारताधिकार	साक्षपाला दिलेल्या आकारणीचा किंवा बांधाचा तपशील आणि त्याच्या फिरतपासणीची नियत वेळ
३६५/३			१८.९९	सी	

सुविधाधिकार :
हक्काचा मूळ धारक :
वर्ष : २०२३
पट्टेदार :
इतर धार :
इतर शिरे :

दिनांक	आवृत्त	खंड क्रमांक	नविन धारका(पद), पट्टेदार(प) किंवा धार (क)	साक्षात्करण
03/04/2023	पेट्टेदाराचे आवेदन नोंद - जिल्हाधिकारी, मुंबई उपनगर जिल्हा खंभेकडील आवेदन क्रमांक : क.सी/काळी-३क/पेटि/एकधार२२९/ आवेदन दिनांक : ०२/०२/२०२३, वृहन्मुंबई महानगरपालिका मंजूर रेखांकन क्रमांक : P-8/१६/२०२१/136५५/E Ward/MCGRA ३०२/५/नव दिनांक : ०३/१०/२०२१, पेट्टेदाराची नोंद : ५४४ दिनांक : २३/०२/२०२३ अन्वये न.भु.क्र. ३६५ मध्ये पेट्टेदारीचे आगवानी न.भु.क्र. ३६५ ची मालमत्ता पत्रिका पर कलम न.भु.क्र. ३६५/क, ३६५/घ, ३६५/ग, ३६५/द, ३६५/इ, या खरीद मालमत्ता पत्रिका तयार केल्या असत.		म रोमेश अर्जुनराव आ. दि. पार्शन वार्क अतिरिक्त क्षेत्र	फिरकार क्र. ७५३ समूह लढी- 03/04/2023 न.भु.क्र. अंशेरी

हे मालमत्ता पत्रिका (दिनांक 03/04/2023 04:04:03 PM रोजी) डिजिटल स्वाक्षरी केली असल्यामुळे स्वयं कोणत्याही लढी किंवा मालमत्ता पत्रिका तयार करता येणार नाही. मालमत्ता पत्रिका तयार नसल्याने दिनांक 03/04/2023 06:04:57 PM तेव्हा पर्यंतची मालमत्ता <https://digitalsubrah.mahabhumi.gov.in/DSLRL/LogIn/VerifyPropertyCard> या संकेता स्वयंकार 2204100002473544 हा क्रमांक घ्यावयाचा आहे.



बदर - ३
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MERLYN DIAS

B.Com, LL.B.

ADVOCATE, BOMBAY HIGH COURT

C/o.14/15, Gundecha Chambers, Ash Lane, Nagindas Master Road, Fort, Mumbai - 400 023
Tel: 022- 2262 6415 | 2262 6506 | merlyndias2001@yahoo.com

To,

Maha RERA,
Mumbai Headquarters,
6th & 7th Floor, Housefin Bhavan,
Plot No.C-21, E-Block,
Bandra Kurla Complex,
Bandra (East), Mumbai - 400 051

LEGAL TITLE REPORT

Sub: Title Clearance Certificate with respect to piece and parcel of land bearing CTS No. 365 admeasuring 3,969.90 sq. mtrs., as per the property register card, corresponding to Survey Nos. 27/1, 27/3 (part), 23A1/2 (part) and 29/1 in the revenue Village of Mogra, Taluka Andheri, Mumbai Suburban District and otherwise situated at Vijay Raut Road, Pump House, Near Sher-E-Punjab, Mogra, Andheri (East), Mumbai 400 093.

1. I have investigated the title of **Romell Properties Pvt. Ltd.** hereinafter referred to as "the Owner", a company incorporated and registered under the Companies Act, 1956 having its registered office at 101, B-Wing, Gharkul Co-op. Hsg. Society (prop), Azad Road, Vile Parle (East), Mumbai 400 057 and its corporate office at 'Prius Infinity', 4th floor, Subhash Road, Vile Parle (East), Mumbai 400 057 as 'owner' to the subject property on the request of its Managing Director, Mr. Jude Romell and I have perused copies of various deeds, documents, papers and proceedings out of which the registered Deeds of Conveyance are as following i.e.

1) DESCRIPTION OF THE SAID PROPERTY:

ALL THAT piece and parcel of land or ground, hereditaments and premises bearing CTS No. 365 admeasuring 3,969.90 sq. mtrs. as per the property register card corresponding to Survey Nos. 27/1, 27/3 (part), 23A1/2 (part) and 29/1 situate, lying and being in the revenue Village of Mogra, Taluka Andheri, Mumbai Suburban District and otherwise situated at Vijay Raut Road, Pump House, Near Sher-E-Punjab, Mogra, Andheri (East), Mumbai 400 093, 'K - East' Ward, within the Registration District and Sub-District of Mumbai City and Mumbai Suburban, hereinafter referred to as "the said Property"

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MERLYN DIAS
ADVOCATE, BOMBAY HIGH COURT

2) **THE DOCUMENTS OF TITLE OF THE SAID PROPERTY:**

- a. Deed of Conveyance dated 30th March, 2007 registered at the Office of the Sub-Registrar of Assurances at Andheri No. 1 under Sr. No. BDR-1/2702 of 2007.
- b. Deed of Conveyance dated 2nd May, 2008 registered in the Office of the Sub-Registrar of Assurances at Andheri No. 3 under Sr. No. BDR-9/3879 of 2008.

3) **PROPERTY REGISTER CARD, 7/12 EXTRACT & MUTATION ENTRIES:**

I have perused the Property Register Card bearing CTS Nos. 365 issued on 14th February, 2022, the 7/12 Extract bearing Survey Nos. 27/1, 27/3 (part), 23A1/2 (part) and 29/1 and Mutation Entries No. 512, 971 & 1173 and I have not found any encumbrances to the said Property.

4) **SEARCH REPORT FOR 30 YEARS:**

I have taken necessary search through Search clerk Mr. N. A. Giridhar and he has issued Search Report dated 24th January, 2022 recording the search taken for 30 years from January, 1993 upto January, 2022 at the Offices of the Sub-Registrar at Mumbai, Bandra and Andheri, I have not found any encumbrances to the said Property.

2. On perusal of the above-mentioned document and all other relevant documents relating to the tile of the said Property, I am of the opinion that the title of Romell Properties Pvt. Ltd as the owner of the said Property is clear, marketable and without any encumbrances.


Owner of the said Property:

Romell Real Estate Pvt. Ltd.

3. The report reflecting the flow of tile of Romell Properties Pvt. Ltd., the Owner on the said Property, is enclosed herewith as Annexure A.

Place: Mumbai

Date: 15th March, 2022


MERLYN DIAS
ADVOCATE, BOMBAY HIGH COURT
(Merlyn Dias)
Advocate, High Court

Annexure A :- Flow of Title of the said Property

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MERLYN DIAS

B.Com, LL.B.

ADVOCATE, BOMBAY HIGH COURT

C/o.14/15, Gundecha Chambers, Ash Lane, Nagindas Master Road, Fort, Mumbai - 400 023
Tel: 022- 2262 6415 | 2262 6506 | merlyndias2001@yahoo.com

ANNEXURE - A

1. FLOW OF TITLE OF THE PROPERTY:

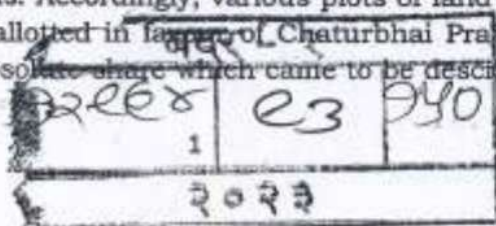
Romell Properties Pvt. Ltd., hereinafter referred to as "the Owner", is sufficiently seized, possessed and entitled to ALL THAT piece and parcel of land or ground, hereditaments and premises bearing CTS No.365 admeasuring 3,969.90 sq. mtrs. as per the property register card, corresponding to Survey Nos. 27/1, 27/3 (part), 23A1/2 (part) and 29/1 situate, lying and being in the revenue Village of Mogra, Taluka Andheri, Mumbai Suburban District and otherwise situated at Vijay Raut Road, Pump House, Near Sher-E-Punjab, Mogra, Andheri (East), Mumbai 400 093, 'K - East' Ward, within the Registration District and Sub-District of Mumbai City and Mumbai Suburban, hereinafter referred to as "the said Property" or "the Plot No.365".

Romell Properties Pvt. Ltd., the Owner herein, has derived its right, title and interest in the said Property by virtue of duly registered deeds and documents executed by the legal heirs of late Chaturbhai Prabhudas Patel, the erstwhile owner of the said Property as recorded hereinafter.

For the purpose of this Certificate of Title, the Owner herein has provided me with information and copies of revenue records, title deeds, documents and orders concerning the said Property and on perusal, scrutiny and verification, the following position emerges:-

(I) Root of Title of the Owner to the said Property:

- (a) It is seen that by a Deed of Partition dated 30th April, 1949, duly registered at the Office of the Sub-Registrar of Assurances at Bandra under registration Sr. No. BND/470 of 1949 of Book No. I with Plans annexed thereto, one (1) Purshottam Lallubhai Patel, the Party of the First Part therein, one (2) Kantilal Haribhai Patel, the Party of the Second Part therein and said (3) Chaturbhai Prabhudas Patel, the Party of the Third Part therein, record therein that they have jointly purchased as Tenants-in-common the agricultural plots of land at Village Mogra formerly in Taluka South Salsette, now in Greater Bombay, District Bombay Suburban, Registration Sub-District of Bandra as more particularly described at Schedule "A" to the Deed of Partition. The parties to the said Deed further record that as per their mutual understanding and on the terms and conditions recorded therein they have partitioned the property described in Schedule "A" thereto by metes and bounds. Accordingly, various plots of land at Village Mogra were allotted in favour of Chaturbhai Prabhudas Patel his absolute share which came to be described in Schedule



MERLYN DIAS
ADVOCATE, BOMBAY HIGH COURT

"D" to the Deed of Partition and as shown demarcated in red colour boundary lines in "Plan No. 3" annexed thereto. It is seen that plots bearing Survey Nos. 27/1, 27/3 (part), 23A1/2 (part) and 29/1, the said Plot No.365 herein and the said Property herein along with plots bearing Survey Nos. 43/1, 43/2 and 43/5 corresponding to CTS No.382 were allotted in favour of Chaturbhai Prabhudas Patel under the aforesaid Deed of Partition.

- (b) The above referred Plot bearing Survey Nos. 43/1, 43/2 and 43/5 corresponding to CTS No.382 are also situated at Village Mogra and were absolutely owned by said Chaturbhai Prabhudas Patel during his lifetime and were conveyed in favour of the Owner herein along with Plot No.365 by virtue of common deeds and documents as recorded hereafter and is referred to as "**Plot No.382**". However, this Title Report is issued only with respect to the title of the Owner to Plot No.365.
- (c) Thereafter, it is seen that the partition of the properties at Village Mogra as recorded in the aforesaid Deed of Partition came to be recorded in the Record of Rights vide Mutation Entry No.512 dated 10th August, 1953 accordingly, the name of said Chaturbhai Prabhudas Patel was mutated as owner/occupant of various plots of land at Village Mogra along with Plot No.365 and Plot No.382.
- (d) In view of the aforesaid and by virtue of the aforesaid Deed of Partition dated 30th April, 1949, the said Chaturbhai Prabhudas Patel became the sole and absolute owner and seized and possessed of and otherwise well and sufficiently entitled to Plot No.365 and Plot No.382.
- (e) It is seen that said Chaturbhai Prabhudas Patel alongwith his brothers Harmanbhai Prabhudas Patel and Bhilalbhai Prabhudas Patel was carrying on business of Milk Dairy Farm, milk merchants and as owners of buffalo stable farms and for the purpose of carrying on the business, a partnership firm under the name and style of M/s. Chaturbhai Prabhudas was constituted between the three brothers, hereinafter referred to as "**the Firm**". From time-to-time various Deeds of Partnership came to be executed to give effect to the change in the constitution resulting from either the death of the partners and/or retirement or admission of new partner/s.
- (f) It is seen that the said Chaturbhai Prabhudas Patel, died intestate on or about 3rd March, 1962, leaving behind his widow, Smt. Kashiben Chaturbhai Patel, 5 sons and 3 daughters... viz., (1) Jashbhai Chaturbhai Patel, (2) Natwarbhai Chaturbhai Patel, (3) Dinesh Chaturbhai

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MERLYN DIAS
ADVOCATE, BOMBAY HIGH COURT

Patel, (4) Hargovind Chaturbhai Patel, (5) Vasant Chaturbhai Patel, (6) Suryaben alias Pushpa Chaturbhai Patel, (7) Madhuben Chaturbhai Patel and (8) Nirmalaben Chaturbhai Patel as his legal heirs and next-of-kin as per the Hindu Succession Act, 1956, hereinafter referred to as "the Legal Heirs of Chaturbhai Prabhudas Patel".

- (g) In view of the aforesaid, the Legal Heirs of late Chaturbhai Prabhudas Patel inherited the entire estate left behind by the said Chaturbhai Prabhudas Patel at the time of his death, accordingly their names were mutated in the Record of Rights of Plot No.365 and Plot No.382 vide a common Mutation Entry No. 971 dated 23rd December, 1964.
- (h) Further it is seen that the Property Register Card in respect of Plot No.365 and Plot No.382 were also opened and on making inquiries the names of the Legal Heirs of Chaturbhai Prabhudas Patel were recorded as Original Holders/Occupants thereof since 1965, thereby each having equal share, right, title and interest in Plot No.365 and Plot No.382.
- (i) It is further seen that on the basis of an unilateral Vardi given by only one of the Legal Heir of late Chaturbhai Prabhudas Patel viz., Jasubhai Patel, the name of the Firm viz., M/s. Chaturbhai Prabhudas was mutated in the Record of Rights of Plot No.365 and Plot No.382 vide a common Mutation Entry No. 1173 dated 23rd September, 1970. It is seen that this Mutation Entry No. 1173 seems to have been given effect to without giving any notice to the Legal Heirs of deceased Chaturbhai Prabhudas Patel whose names were already recorded vide Mutation Entry No.971. It is further seen that no registered document duly executed in favour of the Firm has been produced by said Jashbhai Patel and only on the basis of his oral Application/Vardi the Mutation Entry No.1173 was given effect. Mutation entries are made for fiscal purposes and neither create nor extinguish title and that no such change was made in the Property Register Card and the names of the Legal Heirs of Chaturbhai Patel continued as Holders/Occupants of Plot No.365 and Plot No.382.
- (j) It is seen that Smt. Kashiben Chaturbhai Patel, widow of Chaturbhai Prabhudas Patel, died intestate on or about 24th March, 1997 leaving behind her 5 sons and 3 daughters viz., the Legal Heirs of Chaturbhai Prabhudas Patel as recorded hereinabove as her legal heirs and next-of-kin as per the Hindu Succession Act, 1956. The Legal Heirs of Chaturbhai Prabhudas Patel inherited the entire estate left behind by the deceased Kashiben Chaturbhai



MERLYN DIAS
ADVOCATE, BOMBAY HIGH COURT

and Dominic Romell, jointly and/or severally as his constituted attorney and conferring powers inter alia to deal with Plot No. 365 and Plot No. 382.

- (o) It is further seen that by a Deed of Conveyance dated 2nd May, 2008, duly registered at the Office of the Sub-Registrar of Assurances at Andheri No. 3 under registration Sr. No. BDR-9/3879 of 2008, said (1) Natubhai C. Patel, (2) Dinesh C. Patel, (3) Vasant C. Patel, (4) Pushpa Chimanbhai Patel (Suryaben Chimanbhai Patel) Nee Suryaben C. Patel, (5) Madhuben B. Patel (Nee Madhuben C. Patel), (6) Nirmalaben H. Patel (Nee Nirmalaben C. Patel), (7) Rupesh H. Patel, son of the deceased Hargovind C. Patel and (8) Darshana M. Amin (Nee Darshana H. Patel), daughter of the deceased Hargovind C. Patel, the Vendors therein of the One Part, sold, conveyed and transferred in favour of Romell Properties Pvt. Ltd., the Purchaser therein of the Other Part, their entire 7/8th (seven-eighth) undivided share, right, title and interest in Plot No. 365 and Plot No. 382 for the agreed valuable consideration more particularly set out therein. Accordingly, the name of Romell Properties Pvt. Ltd. is mutated in the Revenue Records of Plot No.365 and Plot No.382 for the balance 7/8th (seven-eighth) undivided share therein vide common Mutation Entry No. 257 dated 14th October, 2008.
- (p) Thereafter in furtherance to the execution of the Deed of Conveyance dated 2nd May, 2008, said Natubhai Chaturbhai Patel and Others, the Vendors to the aforesaid Deed, have also executed a Power of Attorney of the same date, duly registered at the Office of the Sub-Registrar of Assurances at Andheri No. 3 under registration Sr. No. BDR-9/3880 of 2008 registered on 7th May, 2008 thereby appointing Romell Properties Pvt. Ltd., Jude Romell and Dominic Romell, jointly and/or severally as their constituted attorney conferring powers inter alia to deal with Plot No. 365 and Plot No. 382.
- (q) In view of the above circumstances and by virtue of the aforesaid two registered Deeds of Conveyance dated 30th March, 2007 and 2nd May, 2008, Romell Properties Pvt. Ltd., became the sole and absolute owner of and is seized, possessed and sufficiently entitled to Plot No. 365 and Plot No.382 and having paid the entire consideration recorded under the respective Deeds, was placed in actual possession thereof.

(II) Litigation:

- (a) Perusal of the aforesaid Deeds of Conveyance dated 30th March, 2007 and 2nd May, 2008 and other documents



executed in favour of the Owner herein, record existence of certain proceedings, Firstly, Proceedings filed by Harmanbhai Prabhudas Patel as retiring partner of M/s. Chaturbhai Prabhudas and Secondly, Arbitration Petition filed by the three sons of Jashbhai Patel viz., Pankaj Jashbhai Patel and 2 Others, as retiring partner of M/s. Chaturbhai Prabhudas, the brief narration of the dispute, the Orders and the current status of the proceedings is as under:

Proceedings filed by Harmanbhai Prabhudas Patel:

- (b) As recorded in Para 1, Clause (I) (e) hereinabove, it is seen that Chaturbhai Prabhudas Patel alongwith his 2 brothers were the original partners of partnership firm of M/s. Chaturbhai Prabhudas and from time-to-time various Deeds of Partnership came to be executed to give effect to the change in the constitution resulting from either the death of the partners and/or retirement and/or admission of new partner/s.
- (c) It is seen that the Firm is registered with the Registrar of Firms under Regd. No. BA - 18399 on 27th May, 1988 and as per the Partnership Extract the persons whose names were shown as partners of the Firm were the 5 sons of late Chaturbhai Prabhudas Patel viz., (1) Jashbhai Chaturbhai Patel, (2) Natubhai Chaturbhai Patel, (3) Dineshbhai Chaturbhai Patel, (4) Hargovind Chaturbhai Patel, (5) Vasant Chaturbhai Patel; 3 sons of Jashbhai Chaturbhai Patel viz., (6) Pankaj Jashbhai Patel, (7) Praful Jashbhai Patel, (8) Mahesh Jashbhai Patel, son of Natwarlal Chaturbhai Patel viz., (9) Sanjay Natubhai Patel and son of Hargovind Chaturbhai Patel viz., (10) Rupesh Hargovind Patel.
- (d) It is seen that prior to the registration of the Firm with the Registrar of Firms, said Harmanbhai Prabhudas Patel and his son Yogendra Harmanbhai Patel had retired from the Firm and the same was recorded by virtue of Deed of Partnership dated 27th November, 1981. However, since it was contended by Harmanbhai Prabhudas Patel that he was not paid and provided his share of his entitlement in the properties and assets of the Firm, he filing Special Civil Suit No. 253 of 1984 (later re-numbered as Sp. Civil Suit No. 145/1989) before the Ld. Civil Judge (Sr. Div.), Nadiad, State of Gujarat for the dissolution of partnership firm of M/s. Chaturbhai Prabhudas and for various other reliefs as recorded therein. Harmanbhai Prabhudas Patel expired during the pendency of the Suit leaving behind his widow Maniben Harmanbhai Patel and others including his son Yogendra Harmanbhai Patel and accordingly the Suit was

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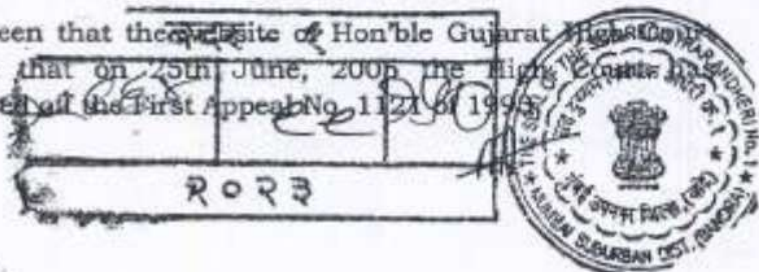
MERLYN DIAS
ADVOCATE, BOMBAY HIGH COURT

amended and the heirs and legal representatives were brought on record. The said Suit was transferred to the Court of Ld. Civil Judge (Sr. Div.), Anand and was numbered as Special Civil Suit No. 145 of 1989. It is seen that by a Judgment and Decree dated 5th May, 1993 the Special Civil Suit No. 145 of 1989 came to be dismissed.

- (e) Thereafter, Maniben Harmanbhai Patel and Others, the original Plaintiffs filed First Appeal No. 1121 of 1993 in the Hon'ble Gujarat High Court at Ahmedabad against Jashbhai Chaturbhai Patel and Others challenging the Judgment and Decree dated 5th May, 1993. Civil Application No. 2078 of 1993 was filed by Maniben Harmanbhai Patel and Others therein and by an Order of Injunction/Status Quo dated 21st June, 1993 Jashbhai Chaturbhai Patel and Others were restrained from alienating the suit properties.
- (f) Thereafter, Jashbhai Chaturbhai Patel & Others filed Civil Application No. 5143 of 1995 in First Appeal No. 1121 of 1993 in the Hon'ble Gujarat High Court for modification of the Order of Injunction dated 21st June, 1993, the Civil Application was disposed off by an Order dated 5th May, 1999 thereby concluding that the Plaintiffs' i.e. Heirs of Harmanbhai Prabhudas Patel's claim to be only to the extent of 1/6th share in the properties alleged to be of the partnership firm, accordingly the interim injunction/status-quo granted by the aforesaid Order dated 21st June, 1993 in respect of Plot No.365 and Plot No.382 stood vacated. Paragraph 7 of the Order dated 5th May, 1999 reads thus:

"7. Accordingly, the interim injunction directing the applicants herein (defendants in Special Civil Suit No.253/84 and respondents in First Appeal No.1121/93) to maintain status quo shall be confined to all the immovable properties described in the statement at Mark- M & N to the plaint except the lands admeasuring 9975 and 5527 sq. yards. In other words, now there is no interim injunction in respect of lands bearing survey nos. 23A/2, 27/1, 27/2, 27/3 (part) and 29/1 admeasuring 5527 sq. yards and the lands bearing survey nos. 43/1, 43/2 and 43/5 admeasuring 9975 sq. yards. At village Mogra near Andheri and there is also no interim injunction in respect of the movable properties."

- (g) It is seen that the website of Hon'ble Gujarat High Court shows that on 25th June, 2006 the High Court disposed off the First Appeal No. 1121 of 1993.



Proceedings filed by Pankaj Jashbhai Patel and 2 Others:

- (h) During the course of the aforesaid proceedings filed by Harmanbhai Prabhudas Patel being pending and being contested, it is seen that by a Deed of Retirement dated 24th February, 2003 executed by and between (1) Pankaj Jashbhai Patel, (2) Praful Jashbhai Patel, (3) Mahesh Jashbhai Patel, (4) Sanjay Natubhai Patel, (5) Rupesh Hargovind Patel, the Retiring Partners of the One Part therein and (6) Jashbhai Chaturbhai Patel, (7) Natubhai Chaturbhai Patel, (8) Dineshbhai Chaturbhai Patel, (9) Hargovind Chaturbhai Patel and (10) Vasant Chaturbhai Patel, the Continuing Partners of the Other Part therein, it is recorded that the Retiring Partners retired from the Firm with effect from 22nd January, 2003 and it is further recorded in this Deed that the Continuing Partners are the absolute owners of the partnership firm and have been put in exclusive possession of stock in trade and all other assets of the partnership firm including the Property situate, lying and being at Village Mogra near Andheri (East) bearing Plot No.382 and Plot No.382 and it was recorded therein that the retiring parties shall have no rights, title, interest, claim, or demand whatsoever of any kind or nature in the land at Andheri (East) and/or any other assets and properties of the partnership firm of M/s. Chaturbhai Prabhudas.
- (i) It is seen that since the three retired partners under Deed of Retirement dated 24th February, 2003 viz., (1) Pankaj Jashbhai Patel, (2) Praful Jashbhai Patel and (3) Mahesh Jashbhai Patel contended that they were not being paid their share and dues on retirement in the assets of the said Firm, disputes and differences arose between them and the aforesaid Continuing Partners, which resulted in the Retiring Partners filing Arbitration Petition No. 58 of 2005 before the Hon'ble Gujarat High Court, under section 11 of the Arbitration & Conciliation Act, 1996. Ultimately the proceedings finally culminated into passing of an Award dated 24th October, 2007 by Ld. Sole Arbitrator Shri K. G. Vakharia, Senior Advocate in the Arbitration Proceedings whereby it was *inter alia* held that, the Claimants i.e. the Retiring Partners viz., Pankaj, Praful and Mahesh were the partners of the Firm, each having 10% share in the Profit and Loss.
- (j) On making enquiries with the Owner with respect to the further proceedings pursuant to the passing of the aforesaid Award dated 24th October, 2007, I have been informed by the Owner that the said Plot No.365 and 382 are out of the purview of the above referred litigations and

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ADVOCATE, BOMBAY HIGH COURT

that the title of the Owner to the said Property is not affected by the above referred proceedings and they are absolutely entitled to the said Property, the said information given to me by the Owner is on the basis and in view of the interim injunction/ status quo being vacated with respect to Plot No.365 and Plot No.382 by Order dated 5th May, 1999 passed in the Civil Application filed in the First Appeal No. 1121 of 1993 and in view of the Declarations, Supplemental Writing, etc. executed by all the said Legal Heirs of Chaturbhai Prabhudas Patel and by the parties to the above referred Petition in favour of the Owner herein simultaneously with the execution of the aforesaid two Deeds of Conveyance whereby the Legal Heirs of Chaturbhai Prabhudas Patel and the parties to the above referred Petition have declared, confirmed and assured that, "whatsoever may be the outcome of the above referred litigations, the said two plots conveyed in favour of Romell Properties Pvt. Ltd. shall not be affected".

- (k) The aforesaid Declarations, Supplemental Writings, etc. executed by the Legal Heirs of Chaturbhai Patel in favour of Romell Properties Pvt. Ltd., thereby recording that Plot No.365 and 382 are out of the purview of the aforesaid litigations, are mentioned hereinbelow.

(III) The Declarations, Supplemental Writings, etc.:

- (a) It is seen that as the interim injunction stood vacated with respect to Plot No.365 and Plot No.382 by Order dated 5th May, 1999 issued in the Civil Application filed in First Appeal No. 1121 of 1993 and as the names of the Legal Heirs of Chaturbhai Prabhudas Patel were recorded on the Property Register Card as Original Holders of Plot No. 365 and Plot No.382 since 1965, the said Heirs of Chaturbhai Prabhudas viz., (1) Jashbhai Chaturbhai Patel, (2) Natubhai Chaturbhai Patel, (3) Hargovind Chaturbhai Patel, (4) Dineshbhai Chaturbhai Patel, (5) Vasant Chaturbhai Patel, (6) Suryaben Chimanbhai Patel, (7) Madhuben B. Patel and (8) Nirmala Hemendra Patel, the Owners therein of the One Part have by Joint Venture Understanding dated 29th March, 2003 agreed to grant in favour of M/s. Romell Properties Pvt. Ltd. represented by its directors (i) Jude John Romell and (ii) Domnic John Romell, the Land Developers therein of the Other Part, the right to develop the Plot No. 365 and Plot No.382 for the consideration and on the terms and conditions more particularly set out therein.

- (b) It is further seen that prior to filing the Arbitration Petition No. 58 of 2005 before the Hon'ble Court at High Court said (1) Pankaj Jashbhai Patel, (2) Drafal Jashbhai Patel and (3)

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ADVOCATE, BOMBAY HIGH COURT

Mahesh Jashbhai Patel have executed Declaration Cum Indemnity dated 19th November, 2004, thereby stating and declaring that they were the partners of the Firm and they have retired from the said firm with effect from 21st January, 2003 and they have therein confirmed, admitted and acknowledged that their father viz., Jashbhai Patel and his four brothers have entered into a MOU-Memorandum of Understanding with Romell Properties Pvt. Ltd. in respect of Plot No. 365 and 382 and they further confirmed and declared that they as retiring partners shall not realize any amounts towards their share and entitlement in the Partnership Firm and they will also not realize any amounts from the Plots No. 365 and 382 but will reserve their rights to realize the amounts of their share from the rest of the assets of the Partnership firm.

- (c) It is further seen that in furtherance to the execution of the Deed of Conveyance dated 30th March, 2007, recited in Para 1, Clause (I)(m) hereinabove, said Jashbhai Chaturbhai Patel has executed a Declaration Cum Indemnity dated 30th March, 2007 duly registered at the Office of the Sub-Registrar of Assurances at Andheri No. 1 under registration Sr. No. BDR-1/2703 of 2007, wherein he has declared and confirmed that by Declaration dated 19th November, 2004, recorded in Clause (III) (b) hereinabove, his sons the said (1) Pankaj Jashbhai Patel, (2) Praful Jashbhai Patel and (3) Mahesh Jashbhai Patel have declared and confirmed that they have no claim or right in the undivided share of their father Jashbhai Chaturbhai Patel in Plot No. 365 and Plot No.382 and the sale in favour of Romell Properties Pvt. Ltd., the Owner herein has been effected with the consent of his three sons.
- (d) In furtherance to the execution of the above Deed of Conveyance, Power of Attorney and Declaration Cum Indemnity all dated 30th March, 2007, a Supplemental Writing of the same dated has been executed by said Jashbhai Chaturbhai Patel, the Vendor therein of the One Part in favour of Romell Properties Pvt. Ltd., the Purchaser therein of the Other Part, wherein said Jashbhai Chaturbhai Patel specifically records that whatever is the outcome of the First Appeal pending before the Hon'ble Gujarat High Court, the Plots bearing CTS Nos. 365 and 382 conveyed in favour of the Purchasers therein shall not be affected.
- (e) It is also further seen that in furtherance to the execution of the Deed of Conveyance dated 2nd May, 2008 as recited in Para 1, Clause (I)(o) hereinabove, vide a Supplemental Writing dated 11th May, 2008, duly registered at the

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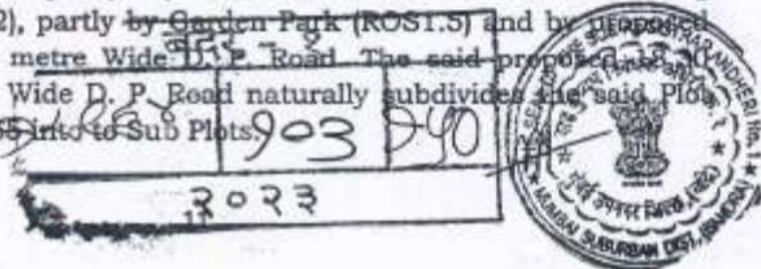
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ADVOCATE, BOMBAY HIGH COURT

Office of the Sub-Registrar of Assurances at Andheri No. 3 under registration Sr. No. BDR-9/5017 of 2008 registered on 16th June, 2008, the said (1) Natubhai C. Patel, (2) Dinesh C. Patel, (3) Vasant C. Patel, (4) (i) Rupesh H. Patel, son of the deceased Hargovind C. Patel and (ii) Darshana M. Amin (Nee Darshana H. Patel), the Natubhai C. Patel and others therein of the First Part and said (1) Sanjay N. Patel, son of said Natubhai C. Patel and (2) Rupesh H. Patel, the Confirming Parties therein of the Second Part executed in favour of Romell Properties Pvt. Ltd., the Romell therein of the Third Part, the party of the First and Second Part specifically record therein that whatever may be the outcome of the Proceedings of the First Appeal No. 1121 of 1993 or in the Arbitration Proceedings both pending before the Hon'ble Gujarat High Court, the Plots bearing CTS Nos. 365 and 382 conveyed to Romell Properties Pvt. Ltd. shall remain unaffected and the parties further record that Romell Properties Pvt. Ltd. by virtue of the aforesaid two Deeds of Conveyance has become absolutely entitled to the entire 100% share in the said Plots bearing CTS Nos. 365 and 382.

- (f) Perusal of the copy of City Survey Extract/Property Register Card of land bearing CTS No. 365 indicates its Original area to be 3,969.90 sq. mtrs. and its Tenure as 'C' i.e. Paying assessment to Government under Maharashtra Land Revenue Code, 1966 and the name of Romell Properties Pvt. Ltd., the Owner herein, is mutated as present Holder/Occupant of the said Property vide Mutation Entry No. 197 dated 28th May, 2007 and Mutation Entry No. 267 dated 14th October, 2008.

(IV) Other relevant records:

- (a) The Additional Collector and Competent Authority (ULC) Greater Mumbai issued Order No. C/ULC/D.III/Sec.20/(NGL)/SR-XV/2380/A141 dated 10th December, 2003 u/s. 20 of U.L.C Act, 1976 and has thereby granted exemption in respect of the said lands bearing Plot No.365 and CTS No. 382, subject to the terms and conditions as recorded therein.
- (b) Under the sanctioned Development Control and Promotion Regulations for Greater Mumbai, (DCPR) 2034, K/East Ward, Plot No.365 falls under Residential Zone and is affected partly by reservation for Affordable Housing (RR2.2), partly by Garden Park (ROSI.5) and by proposed 18.30 metre Wide D.P. Road. The said proposed 18.30 metre Wide D. P. Road naturally subdivides the said Plot No. 365 into 2 Sub Plots.



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- (c) Furthermore, I have caused Public Notice to be issued inviting claims to the said Property, in Mumbai editions of: "Free Press Journal", "Navshakti" and "Mumbai Samachar", all published on 21st January, 2022, for the investigation of title of the Owner to Plot No.365, calling upon the public at large for claims and objections, if any, in respect thereof. No objections or claims have been received by me till date in response to the said public notices.
2. I have taken necessary search through Search clerk Mr. N. A. Giridhar and he has issued Search Report dated 24th January, 2022 recording the search taken for 30 years from January, 1993 upto January, 2022 at the Offices of the Sub-Registrar at Mumbai, Bandra and Andheri. I have not found any encumbrances to the said Property.
3. From the available records it appears that the said Property is out of the purview of the above referred litigations, and the Owner herein was and is not joined as the party to any of the above referred litigations.
4. It is seen that by virtue of the Order dated 5th May, 1999 passed by the Hon'ble Gujarat High Court in Civil Application No.5143 of 1995 filed in First Appeal No. 1121 of 1993, the said Property herein viz., CTS No.365 as also CTS No.382 were vacated with a specific finding that the Original Plaintiffs i.e. the Heirs of Harmanbhai Prabhudas Patel's claim to be the owners is only to the extent of 1/6th share in the properties/assets of the Firm and even if the Plaintiffs therein succeed in their claim, there were sufficient other properties/assets to satisfy their claim. It is further seen that since the two duly registered Deeds of Conveyance are supplemented by declarations and assurances given by late Jashbhai Patel in the duly registered Declaration Cum Indemnity and Supplement Writing both dated 30th March, 2007 and by Natubhai C. Patel and Others in the duly registered Supplement Writing dated 11th June, 2008 as recorded hereinabove and as since the Owner is in continuous physical possession of the said Property since 2008 without any interruption from any of the parties to the above referred litigations and also not being joint as a formal or necessary party to any of the above referred litigations, I see no impediment in respect of the title of the Owner with respect to Plot No.365, the Property herein.
5. I have been informed by the Owner herein that as sole and absolute owners and seized, possessed and entitled to Plot No.365, under the provisions of DCPR, 2034 they have submitted building plans to the Municipal Corporation of Greater Mumbai for construction of buildings on the portion of Plot No.365 and pursuant to obtaining

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MERLYN DIAS
ADVOCATE, BOMBAY HIGH COURT

approvals, plans, specifications and sanctions from MCGM, the Owner has proposed to construct a Multistoried High Rise Building thereon known as Project "Romell Orbis".

6. In the above circumstances and in my opinion I find that the Owner ROMELL PROPERTIES PVT. LTD. has a valid, subsisting, clear and marketable title to the said Property and has full and sufficient rights to develop the said Property.

Place: Mumbai

Date: 15th March, 2022


MERLYN DIAS
ADVOCATE, BOMBAY HIGH COURT
(Merlyn Dias)
Advocate, High Court

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MUNICIPAL CORPORATION OF GREATER MUMBAI
Amended Plan Approval Letter

File No. CE/9495/BPWS/AK/3376/Amend dated 10.01.2023

To, CC (Owner),
GIRISH P CHOUDHARI Romell Properties Pvt Ltd
B Wing, 1st floor, Gharkul Soc, Azad 102, Gharkul CHS, Wing B,
Road, Vile Parle, Opp. Railway Azad Road, Vile Parle (East)
Crossing

Subject: Proposed extension on plot bearing new C.T.S. No. 365 of village Mogra, Andheri, Mumbai..

Reference: Online submission of plans dated 28.12.2022

Dear Applicant/ Owner/ Developer,

There is no objection to your carrying out the work as per amended plans submitted by you online under reference for which competent authority has accorded sanction, subject to the following conditions:

- 1) That all the conditions of IQD under even number CE/9495/WS/AK dated 11.12.2008 and amended dated 06.01.2022 shall be complied with.
- 2) The structural design and calculations from the licensed structural engineer shall be submitted as per amended plan.
- 3) The Structural Stability Certificate for the building under reference from Structural Engineer shall be submitted.
- 4) That the undertaking shall be submitted by the developer to sell the tenements/flats on carpet area basis only and to abide by the provision of MOFA (Act) amended up-to-date and the I.B. indemnifying the MCGM and its employees from any legal complications arising due to MOFA shall be submitted.
- 5) The NOC from the A.A. & C. 'K/East' Ward shall be submitted.
- 6) The All dues clearance certificate from A.E. (W.W.) 'K/East' Ward shall be submitted.
- 7) The Workmen's Compensation Policy in the name of site under reference shall be submitted.
- 8) That all the payments shall be made.
- 9) The C.C. shall be got re-endorsed before starting of work.
- 10) That the Material testing report shall be submitted.
- 11) The verification of AMSL of completed work shall be done before F.C.C. from GVK/MIAL. The AMSL of the topmost part of the building under reference shall also be verified from MIAL/GVK before OCC.
- 12) That the work shall be carried out between 6.00am to 10.00p.m. only (as per Circular No:ChE/DP/7749 /Gen dated 07.06.2016).
- 13) That the dry wet garbage shall not be separated and the wet garbage generated in the building shall be treated separately on the same plot by the residents/ occupants of the building in the jurisdiction of M.C.G.M.
- 14) All the conditions and directions specified in the orders of Hon'ble Supreme Court in the case of Dumping Ground shall be complied with before starting demolition of structures and/or starting any construction work.
- 15) Adequate safeguards shall be employed in consultation with SWM dept. of MCGM for preventing dispersal of particles through air.
- 16) The Bank Guarantee (B.G.) shall be submitted as per Hon'ble Supreme Court directives & the same shall be revalidated timely & submitted to this office.
- 17) Any breach of condition regarding debris disposal will entail the cancellation of the building permission or IQD & the work will be liable to be stopped immediately.
- 18) The SWM NOC shall be submitted and C & D waste shall be handled & transported to the designated unloading site as per SWM NOC and comply with all conditions mentioned in the SWM NOC.
- 19) That the Owner/Developer shall submit certificate under section 27D A of MMC Act before asking BCC/Occupation certificate for any

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part of the building
20) This approval is without Prejudice to right of M.C.G.M to take action if any unauthorized work noticed & without prejudice to Legal matters pending in court of law, if any & also as per the documents uploaded by LS. in AutoDCR system.



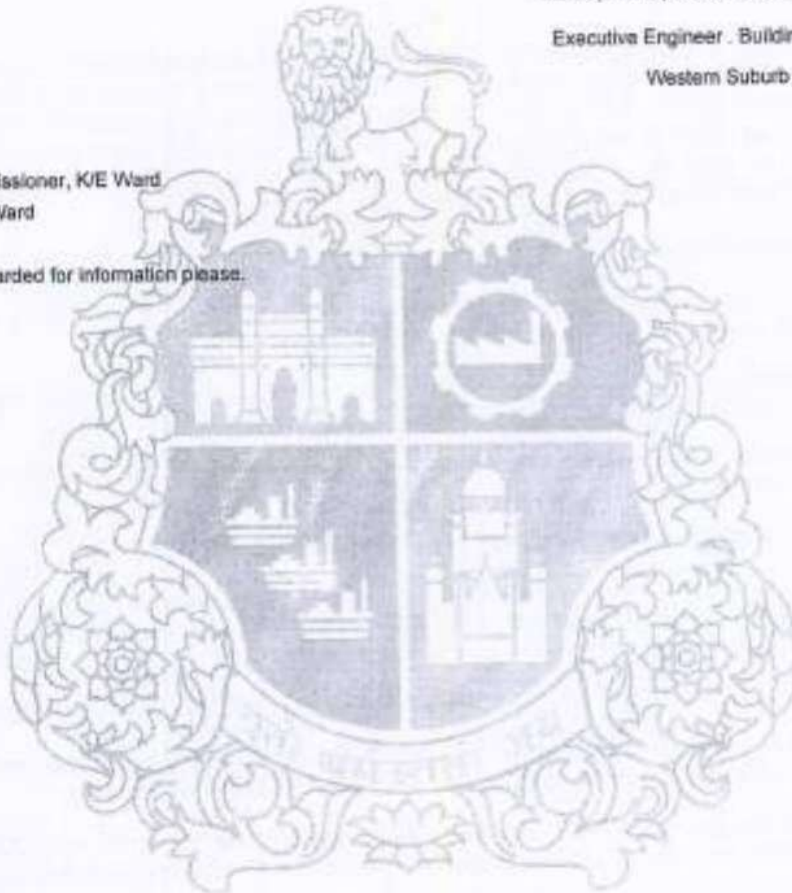
Digitally signed by UDAY MANOHARAO MISHRA
Date: 12 Jan 2025 18:28:48
Organization: Maharashtra Municipal Corporation
Designation: Executive Engineer

For and on behalf of Local Authority
Municipal Corporation of Greater Mumbai
Executive Engineer . Building Proposal
Western Suburb I

Copy to :

- 1) Assistant Commissioner, K/E Ward
- 2) A.E.W.W., K/E Ward
- 3) D.O. K/E Ward

- Forwarded for information please.



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C - 3



MUNICIPAL CORPORATION OF GREATER MUMBAI
FORM 'A'
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CE/9495/BP/WS/AK/FCC/4/Amend

COMMENCEMENT CERTIFICATE

To,
Shri. Jude Romell Director of Reomll Properties Pvt.
Ltd
1, Gharkul CHS, Wing 'B', Azad Road, Vile Parle
East, Mumbai: 400057

Sir,

With reference to your application No. **CE/9495/BP/WS/AK/FCC/4/Amend** Dated. **03 Aug 2018** for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated **03 Aug 2018** of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S. No. 365 Division / Village / Town Planning Scheme No. **MOGRA** situated at **Jijamata Road Road / Street** in **K/E Ward** Ward.

The Commencement Certificate / Building Permit is granted on the following conditions:-

1. The land vacated on consequence of the endorsement of the setback line/ road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-
 - a. The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - b. Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - c. The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant 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 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri. **Asst. Eng. (BP)H/East & K/East Ward** Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

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This CC is valid upto 10/12/2010

Issue On : 29 Oct 2010 Valid Upto : 10 Dec 2010

Application Number : CE/9495/BP/WS/AKCC/1/Old

Remark :

This Commencement certificate is for carrying out the work upto top of plinth for Wing 'B' as per approved plan dated 11/12/2008.

Approved By
Executive Engineer K/East
Executive Engineer

Issue On : 13 Jun 2022 Valid Upto : 12 Jun 2023

Application Number : CE/9495/BP/WS/AK/FCC/1/New

Remark :

Re-endorsement of earlier plinth C.C. and grant C.C. for 'A' wing upto top of still i.e. 3.50 mtr AGL and for 'B' wing upto top of plinth i.e. 0.60 mtr AGL as per approved plans dated 06.01.2022.

Note :-

- 1) That Utmost care with all precautionary, preventive and safety measures shall be adopted while carrying out the work to avoid the mishaps and accident.
- 2) To carry out the work strictly under the supervision of Structural Engineer and L.S./Architect.
- 3) Approval is given on the basis of documents submitted by L.S./Architect. This further C.C. is without prejudice to legal matters pending in court of law if any.
- 4) To follow all the guidelines of central Gov. / State Gov. / Local planning authority in respect to covid-19 pandemic

Approved By
A. E. (B. P.) K/East ward
Assistant Engineer (BP)

Issue On : 12 Aug 2022 Valid Upto : 11 Aug 2023

CE/9495/BP/WS/AK/FCC/4/Amend

Page 2 of 5 On 01-Sep-2023

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१३०६१०
२०२३



Application Number : CE/9495/BP/WS/AK/FCC/1/Amend

Remark :

Further C.C. for Wing A & B up to top of 17th floor with total height of 52.29 mtr. AGL with 01 no of automated mechanized car parking tower having height of 50.64 mtr. as per last approved plan dated 06/01/2022.

Note :-

- 1) That Utmost care with all precautionary, preventive and safety measures shall be adopted while carrying out the work to avoid the mishaps and accident.
- 2) To carry out the work strictly under the supervision of Structural Engineer and L.S./Architect.
- 3) Approval is given on the basis of documents submitted by L.S./Architect. This further C.C. is without prejudice to legal matters pending in court of law if any.
- 4) To follow all the guidelines of central Gov. / State Gov. / Local planning authority in respect to covid-19 pandemic.

Approved By

A. E. (B. P.) K/East ward
Assistant Engineer (BP)

Issue On : 19 Jan 2023

Valid Upto : 18 Jan 2024

Application Number :

CE/9495/BP/WS/AK/FCC/2/Amend

Remark :

Re-endorsement of earlier C.C. for Wing 'A' & Wing 'B' and further C.C. upto top of 19th floor i.e. height 58.03 mtr. AGL for Wing 'A' & further C.C. upto top of 15th floor + LMR/OHT i.e. height 48.65 mtr. AGL for Wing 'B' and 01 no. of automated mechanized car parking tower having height of 57.45 mtr. as per last approved plan dated 10.01.2023.

Note :-

- 1) That Utmost care with all precautionary, preventive and safety measures shall be adopted while carrying out the work to avoid the mishaps and accident.
- 2) To carry out the work strictly under the supervision of Structural Engineer and L.S./Architect.
- 3) Approval is given on the basis of documents submitted by L.S./Architect. This further C.C. is without prejudice to legal matters pending in court of law if any.
- 4) To follow all the guidelines of central Gov. / State Gov. / Local planning authority in respect to covid-19 pandemic.

Approved By

A. E. (B. P.) K/East ward
Assistant Engineer (BP)

Issue On : 14 Feb 2023

Valid Upto : 13 Feb 2024

CE/9495/BP/WS/AK/FCC/4/Amend

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१२६४	११०	५५०
२०२३		



Application Number : CE/9495/BP/WS/AK/FCC/3/Amend

Remark :

F.C.C. for upto top of 20th floor + LMR/OHT i.e. height 63.00 mtr. AGL for Wing 'A' and F.C.C. upto top of 15th floor + LMR/OHT i.e. height 48.65 mtr. AGL for Wing 'B' and 01 no. of automated mechanized car parking tower having height of 59.25 mtr. as per last approved plan dated 10.01.2023.

Note :-

- 1) That Utmost care with all precautionary, preventive and safety measures shall be adopted while carrying out the work to avoid the mishaps and accident.
- 2) To carry out the work strictly under the supervision of Structural Engineer and L.S./Architect.
- 3) Approval is given on the basis of documents submitted by L.S./Architect. This further C.C. is without prejudice to legal matters pending in court of law if any.
- 4) To follow all the guidelines of central Gov. / State Gov. / Local planning authority in respect to covid-19 pandemic

Approved By

A. E. (B. P.) K/East ward

Assistant Engineer (BP)

Issue On : 01 Sep 2023

Valid Upto : 28 Oct 2023

Application Number :

CE/9495/BP/WS/AK/FCC/4/Amend

Remark :

Full C.C. for Wing 'A' & Wing 'B' upto top of 20th floor for total height of 60.90 mtr. AGL (till terrace level) + LMR/OHT i.e. height 63.00 mtr. AGL and 01 no. of automated mechanized car parking tower having height of 59.25 mtr. with Swimming pool up to deck level of 61.50 mtr. as per last approved plan dated 24/08/2023.

Note:

- 1] That Utmost care with all precautionary, preventive and safety measures shall be adopted while carrying out the work to avoid the mishaps and accident
- 2] To carry out the work strictly under the supervision of Structural Engineer and L.S./Architect.
- 3] Approval is given on the basis of documents submitted by L.S./Architect.
- 4] This C.C. is without prejudice to legal matters pending in court of law if any.

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११६४	१११	१५०
२०२३		





Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number : **P51800023625**

Project: **ROMELL ORBIS** Plot Bearing / CTS / Survey / Final Plot No.: **365** at **Andheri, Andheri, Mumbai Suburban, 400069**;

1. **Romell Properties Private Limited** having its registered office / principal place of business at *Tehsil: Andheri, District: Mumbai Suburban, Pin: 400057*.

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

- The promoter shall enter into an agreement for sale with the allottees;
- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (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 **24/12/2019** and ending with **30/09/2026** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities

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

Signature valid



Dated: 24/12/2019

Place: **Mumbai**

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

बदर - १		
१२६४	११३	१५०
२०२३		





Maharashtra Real Estate Regulatory Authority

CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT FORM 'F' [See rule 7(2)]

This extension of registration is granted under section 6/7 of the Act, to the following project: Project: **ROMELL ORBIS**, Plot Bearing / CTS / Survey / Final Plot No.: **365** at **Andheri, Andheri, Mumbai Suburban, 400069** registered with the regulatory authority vide project registration certificate bearing No **P51800023625** of

- Romell Properties Private Limited** having its registered office / principal place of business at Tehsil: **Andheri**, District: **Mumbai Suburban**, Pin: **400057**.
- This renewal of registration is granted subject to the following conditions, namely:-
 - 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 (2) of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
OR
That entire of the amounts to be realised hereinafter by me/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 up to **30/09/2026** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 6/7 of the Act read with rule 7 the Act.
 - 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
 - If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Dated: 30/03/2022
Place: Mumbai

Signature valid

Signature  Authorized Officer
Maharashtra Real Estate Regulatory Authority

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२२६४	९९४	९५०
२०२३		



Amenity list of project:-Romell Orbis

1. Living & Dining Room:

- Composite Marble Flooring.
- Electrical Switches of reputed brand.
- Fire rated flush door with Veneer finish for Entrance.
- Aluminium Anodized Sliding Windows
- Internal Walls finished with Plastic Emulsion Paint.
- Digital Lock for Main Door

2. Kitchen:

- Granite Kitchen Platform along with Stainless Steel Sink.
- Tiles above the Platform
- Electrical Switches of reputed brand.
- Aluminium Anodized Windows .

3. Bathroom:

- Ceramic Flooring Tiles.
- Ceramic Dado Tiles. .(upto 7'-0" height)
- Sanitary Ware and C.P. Fittings of reputed brand.
- Point for Geysers / Boilers and Exhaust Fans.
- Aluminium Anodized Windows with Openable shutter

4. Bedroom:

- Vitrified tiles flooring.
- Electrical Switches of reputed brand.
- Laminate finish flush doors.
- Aluminium Anodized Sliding Windows
- Internal Walls finished with Plastic Emulsion Paint.

5. Entrance lobby:

- Marble Flooring .
- Marble / Veneer wall cladding.
- Lighting arrangements along with decorative false ceiling.

6. Other Amenities :

- Fitness Centre
- Swimming Pool .
- Automated Parking Tower .

बदर - १		
११५४	११५५	११५६
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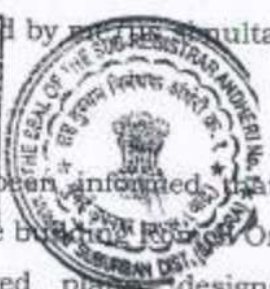
Annexure "I"

**LETTER OF CONSENT
(FOR ADDITIONS & ALTERATION OF SANCTIONED PLAN)
[As provided under Section 14 of the RERA, 2016]**

I/We, (1) **MR. SAMEER UGRASEN GANDHI**, the Purchaser/s of Flat No. **904** in the **B Wing** on the **09th** Floor of the Project Building known as "**ROMELL ORBIS**" ("the said Flat), presently residing **10/7, JEEVAN JYOTI, TARUN BHARAT SOCIETY, CHAKALA, SAHAR P & T COLONY, ANDHERI EAST, MUMBAI 400 099**, do hereby state and consent as under:

1. I/We have been informed that the Project undertaken by **ROMELL PROPERTIES PVT. LTD. ("Promoter")**, envisages construction of Building/Project known as "**Romell Orbis**" comprising of a Multistoried High Rise Residential Building consisting of two wings, viz., Wings 'A' & Wing 'B', comprising of a common ground floor; having stilt for car parking in Wing 'A' and part shops/commercial premises in Wing 'B' + 1st to 19th residential upper floors + 20th floor partly as fitness center and partly for residential use, with Refuge Area on the 8th and 15th floor of each wing TOGETHER WITH proposed One automated Mechanized Car Parking Tower at the South side of the Project Land, adjacent to Wings 'A' & 'B' along with One Swimming Pool on the top level of the Car Parking Tower, open to sky, being construction on Sub Plot- A, the Project Land admeasuring **2,216.08 sq. mtrs.** bearing CTS No.365(part) situate, lying and being in the revenue Village of Mogra, Taluka Andheri, Mumbai Suburban District ("**the said Project Land**") and as more elaborately and more particularly described/recorded in the Agreement for Sale to be executed by the flat purchasers of Romell-Orbis drafted under the provisions of the Real Estate (Regulation and Development) Act, 2016 r/w Rules framed thereunder and r/w 'Annexure A' of 'the Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine payable, Forms of Complaints and Appeal) Rules, 2017' ("**said Agreement**") which is being also executed by me/us simultaneously to the execution of this Letter

बदर	of Consent	9226x	992	AYB
28-23				



I/We have been informed that the Promoter has commenced the construction of the building "**Romell Orbis**" on the Project Land in accordance with the approved plans, designs and specifications approved by MCGM/Planning Authority which have been seen and approved by me/us but subject to the variations and modifications proposed to be carried out by the Promoter as stated in the said Agreement and hereunder and with such other and further variations and modifications as the Promoter may consider

necessary or as may be required by the Planning Authority to be made in them or any of them.

3. I/We am/are aware that Romell Orbis as a Real Estate Project is registered under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Maharashtra Real Estate Regulatory Authority bearing MahaRERA registration No. P51800023625 dated 24th December, 2019 and as thereafter revised / extended.

4. I/We hereby agree/s and hereby grant/s my/our informed, unequivocal and irrevocable consent to the Promoter for any modifications, alterations, variations, or amendments of the plans including for additions, if any, in Wing A or Wing B proposed to be constructed in the Project Building Romell Orbis on the Project Land or any alteration or addition required by any Government/ MCGM/ Planning authorities or due to change in law/ regulations at the sole discretion of the Promoter and I/we will not be entitled to raise any objection regarding the same and on the count or seek any cancellation on the ground or claim any rebate or discount on that ground save and except the Promoter will have to obtain my/our consent in respect of variations or modifications which may adversely affect the area of my/our said Shop/Flat, except any alteration or addition required by any Government authorities or due to change in law/ regulations.

5. The Promoter has put me/us to specific notice about the specific terms, conditions and concessions implemented by MCGM/ Planning Authority at the time of grant of IOD, CC, amended from time to time and other approvals granted for Romell-Orbis and the Project Land, etc., and after understanding this completely, I/we have agreed to purchase the said Shop/Flat. I/we therefore agreed that I/we will not and will not be entitled to raise any objection regarding the same and will not be entitled to make any claim against the Promoter on that count or seek any cancellation on that ground or claim any rebate or discount on that ground.

6. I/We am/are hereby aware that in case additional height is granted, there will be a change in the building plan. The discretion to construct any additional residential shops/flats on the ground or upper floors is entirely retained by the Promoter. Similarly, I/we has/have been completely explained about all these uncertainties and only after carefully understanding the same, I/we as Purchase/s has/have signed this individual consent letter which is annexed as Annexure-I, to the Agreement for Sale.

बंदर - ३
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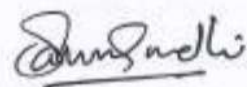


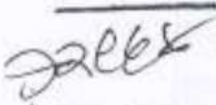
[Handwritten Signature]

7. I/We hereby agree/s and grant/s irrevocable consent to allow the Promoter to propose such additional FSI/TDR, if any, beyond the scope of the present RERA and approvals as may be generated or enhanced on the said Project Land. In view of my/our consent recorded herein the Promoter will thereby be allowed to propose additional sale shops/flats/floors and units beyond that which has been disclosed at this stage herein and in the Agreement for Sale executed by me/us and as may be approved from time to time.
8. I/We hereby agree/s and grant/s irrevocable consent to the Promoter reserving its right to amend revised permissions / Commencement Certificate/NOCs from Planning/ Relevant Authorities or Certified Consultants for the additional construction as stated hereinabove.
9. I/We am/are aware and I/we hereby consent for submission of copies of this Letter of Consent by the Promoter to the Planning Authority and such other prescribed Statutory Authority in order to obtain amended plans, and revised Commencement Certificate, after the requisite TDR is purchased or FSI is made available to the Promoter till this Romell Orbis Project is completed in all respects and the Planning Authority grants Full Occupation Certificate for the Project Romell Orbis and the rights in the Project Land along with the Project Building constructed thereon in all respects is conveyed and transferred in favour of the Organisation of the flat purchasers.
10. I/We affirm that this be treated as my/our irrevocable/unequivocal 'written consent' for the aforementioned additions and alterations that are/ will be proposed to be made in the sanctioned plans, layout plans of the Project known as "Romell Orbis" as required under Section 14 of the RERA, 2016.

Place: Mumbai

Date: 11/09/2023


(Signature of Purchaser/s)

बदर - १		
	११८	१५०
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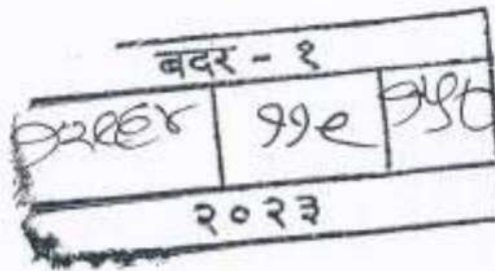


घोषणापत्र

मी विजय वि. कायंदेकर याद्वारे घोषित करतो की, दुय्यम निबंधक अंधेरी -
09 यांचे कार्यालयात करारनामाचा शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात
आला आहे. श्री पञ्चुड रोमेल व इ. यांनी दि. 09/02/2023 रोजी मला
दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सादर दस्त नोंदणीस सादर केला आहे/निष्पादीत
करून कबुलीजबाब दिला आहे. सादर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र
रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले
नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सादरचे
कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे.
सादरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम, 1908 चे कलम 82 अन्वये
शिक्षेस मी पात्र राहिन याची मला जाणीव आहे.

दिनांक 11/09/2023

Vijay V. Kayandekar
कुलमुखत्यारपत्रधारकाचे नाव
व सही



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1973



Tuesday, February 1, 2011
10:54:17 am

पावती

Original

शीट नं. 35 25
Regn. 39 M

पावती क्र. : 1010
दिनांक : 01/02/2011

माफाचे नांव : सोरीपती

दस्तावेजाचा अनुक्रमांक : कदर16 - 966 - 2011

दस्तावेजाचा प्रकार : मुबतवादाद्वारा

सदर करणाऱ्याचे नाव : रोमेल विजय इस्टेट प्रा नि व रोमेल प्रोपर्टीज प्रा लि चे संचालक ज्युड - रोमेल

फी	नोंदणी फी	:	₹.100.00
	दस्त इतरावणी फी	:	₹.400.00

पक्षांची संख्या : 20

एकूण ₹.500.00

अपणवण सा दस्त अदावे 11:14AM इव कोडेस मिटेस

सह दु. नि. सोरीपती 7

बाजार मूल्य : ₹.0/-

सोवदना : ₹.1/-

भरलेले मुद्रांक मूल्य : ₹.500/-

1) देण्याचा प्रकार : By Cash रक्कम: ₹.100

2) देण्याचा प्रकार : By Cash रक्कम: ₹.400

कदर - १

22/02/11	920	966
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Customer's Copy
THE KAROL CO-OP. BANK LTD.
 FRANKING DEPOSIT SLIP
 Branch: V. Parle
 Pay to: Account No. 63738 Date: 20/11/11
 Franking Charges Rs. 500/-
 Service Charges Rs. 10/-
 TOTAL Rs. 510/-
 Name & Address of the Stamp duty paying party
 Mr. Jude Romell
 6 Shailesh Apt. Opp Ram Mandir
 S.V.P. Rd, Borivali (W)
 Tel./ Mobile No.
 Desc. of the Document
 DD/Cheque No.:
 Drawn on Bank:
 (For Bank's Use Only)
 A254 Rs.
 PL-546 Rs.
 Officer



POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, We MR. JUD ROMELL and MR. DOMNIC ROMELL having our common address at Shailesh Apartment, Opp. Ram Mandir, S.V.P. Road, Borivali (W) Mumbai 400 103 SEND GREETINGS

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बदर-१६
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WHEREAS:

(A) We are the directors of (1) **ROMELL REAL ESTATE PRIVATE LIMITED**, a company registered under the Companies Act, 1 of 1956, having its registered office at 101/B, Gharkul C.H.S., Railway Crossing, Azad Road, Misquitta Street, Vile Parle (E) Mumbai 400 057 (hereinafter referred to as the said company)

(2) **ROMELI PROPERTIES PRIVATE LIMITED**, a company registered under the Companies Act, 1 of 1956, having its registered office at 102/B, Gharkul C.H.S., Near Railway Crossing, Azad Road, Misquitta Street, Vile Parle (E), Mumbai 400 057 (hereinafter referred to as the said company)

बदर-१
 ९२६५ ९२९
 २०१३



For The Karol Co-op. Bank Ltd. Vile Parle (East) Branch
 107/108 D. Shyamkumar Building
 Mr. Dr. B. N. Aggarwal Manager
 Vile Parle (East), Mumbai-400 027
 Tel: 26110545, 26110546, 26110547
 95036
 185369
 JAN 20 2011

(3) M/s. **RELIANCE ENTERPRISES** a registered partnership firm having its registered office at 202, Sheetal Apartment, Kander Pada, Dahisar (W) Mumbai 400 068 and (4) M/s. **ROMELL REALTORS** a registered partnership firm having its registered office at 3, Silver Shell, Ground Floor, I.C. Colony, Borivali (w), Mumbai 400 103, No. (3) and (4) having their administrative office at Gharkul C.H.S. , Near Railway Crossing, Azad Road, Misquitta Street, Vile Parle (E), Mumbai 400 057 (hereinafter referred to as the said firms);

(B) The said companies and the said firms are engaged in the field of development of residential and commercial building/s and sale thereof on the property/s situated in or around Mumbai which have been purchased or wherein development rights have been acquired or else are in the process of purchasing or acquiring development rights or have or will be undertaking redevelopment of property/s situated in or around Mumbai;

बदर-१६१०
 २६६ १२
 २०११

(C) In order to complete and complete the development of the residential and commercial building/s on such property/s situated in and around Mumbai and sale flats, shops, garages, parking spaces, units, garages or otherwise as the case may be being constructed on such property/s, we need to get writing, applications, affidavits, declarations, usual BMC indemnity and usual undertaking, Agreement for Sale / Flat Sale Agreement, Lease Deed, Deed of Confirmation, Leave and License Agreement executed by us, registered with the appropriate Sub-Registrar of Assurances or any other concerned Sub-Registrar of Mumbai;

बदर - १
 १२२१५०
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(D) Due to our pre-occupation we are unable to take steps to register the document/s signed and execute by us, in view of we are desirous of appointing (1) MR. RICARDO ROMELL and/or



(Handwritten mark)

(Handwritten mark)

(2) MR. VIJAY V. KAYANDEKAR and/or MR. SANDEEP D. LASE all adults, as our true and lawful Attorney jointly and severally (so that any one of them can act) for taking steps for registration of the aforesaid document/s on our behalf and which the said attorney/s have agreed to do.

NOW KNOW YE AND THESE PRESENTS WITNESSTH that We MR. JUDE ROMELL AND MR. DOMNIC ROMELL in our capacity as directors of the said companies and as the partners of the said firms do and each of us doth hereby nominate, constitute and appoint the said (1) MR. RICARDO ROMELL and/or (2) MR VIJAY V. KAYANDEKAR and / or (3) MR. SANDEEP D. LASE jointly and/or severally (so that any one of them can act) all adult having their common address at Gharkul CHS, Wing B, Azad Road, Vile Parle (E) Mumbai 400 057 jointly and/or severally as our duly constituted attorney/s (hereinafter referred to as "the said attorney") to do following acts, matters, deeds, things or any of them that is to say :

बदर-१६/१०
२६६ | ३
१०/११

1. To present and lodge writings, applications, affidavits, declaration, usual BMC indemnity and usual undertaking, Agreement for Sale / Flat Sale agreement, Deed of Confirmation, Leave and License Agreement, that may be signed and executed by us or registration before the appropriate / concerned Sub-Registrar of Assurance;
2. To admit execution of writings, application, affidavits, declaration, usual BMC indemnity and usual undertaking, Agreement for Sale / Flat Sale agreement, Deed of Confirmation, Leave and License Agreement on our behalf and in our name and on behalf of the said companies and



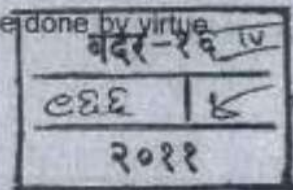
बदर - १
१२३/५०
२०२३

firms before the appropriate / concerned Sub-Registrar of Assurance;

3. In the event of any of the said document/s not registered within the prescribed time then to execute and register Deed of Confirmation pertaining to the said relevant document/s and to present the same for registration and admit execution thereof.
4. To do all other acts, deeds, matters and things which may be necessary to be done for rendering these presents valid and effectual to all intents and purposes according to the laws of India.

AND IN GENERAL to do all other acts, deeds, matters and things as the said attorney/s may deem fit

AND we do hereby agree, ratify and confirm all and whatsoever the said attorney/s shall lawfully do or cause to be done by virtue of these presents

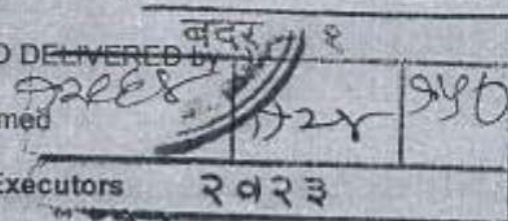


IN WITNESS WHEREOF we the said we MR. JUDE ROMELL AND MR. DOMNIC ROMELL have hereunto set and subscribed our respective hands at Mumbai this 1st day of Feb 2011.

SIGNED AND DELIVERED BY

The withinnamed

Grantors / Executors



Photograph

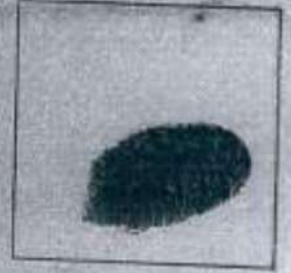


MR. JUDE ROMELL



Director / Partner
Romell Real Estate Pvt Ltd.
Romell Properties Pvt Ltd. S. Reliance Enterprises & Romell Realtors

MR. DOMNIC ROMELL



Directors / partners
Romell Real Estate Pvt. Ltd. (Reliance Enterprises)
Romell Properties Pvt. Ltd. (Romell factors)

In the presence of

1.

2.

SIGNED AND DELIVERED by)

The withinnamed

Attorney/s

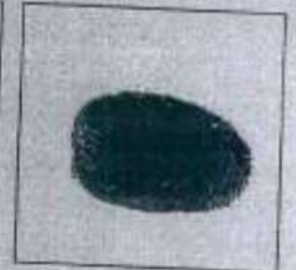
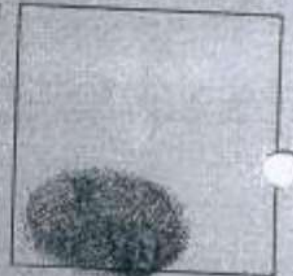
बदर-१६१०
९६६ / ५
२०२१



Photograph

L. H. T. I.

(1) MR. RICARDO ROMELL



Vijay V. Kayandekar

(2) MR. VIJAY V. KAYANDEKAR

बदर - १
९६६ / ५
२०२३





[Handwritten signature]

(3) MR. SANDEEP D. LASE



बदर-१६ IV
८६६ छ
२०११

बदर - १
३२६४ ७५०
२०२३



PERMANENT ACCOUNT NUMBER
AAAPR7367M

NAME
JUDE BONIFACE ROMELL

THE NAME OF FATHER'S NAME
JOHN ROMELL

DATE BORN DATE OF BIRTH
05-02-1954

DIRECTOR OF INCOME TAX (SYSTEM)




In case the card is lost/used, kindly inform us to
 the issuing authority
 Director of Income Tax (System)
 ITR Centre, Ground Floor
 E-2, Bandra West Etn.
 New Delhi - 110 055

नदर-१६/७
 २०११

नदर - १
 २०२३




स्थायी खाता संख्या / PERMANENT ACCOUNT NUMBER
AAAPR7368E

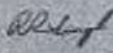


नाम / NAME
DOMINIC SAVIO ROMELL

पिता का नाम / FATHER'S NAME
JOHN ROMELL

जन्म तिथि / DATE OF BIRTH
01-01-1968

अधिकारी का हस्ताक्षर / SIGNATURE


अधिकारी का नाम (यदि कोई हो) / DIRECTOR OF INCOME TAX (SYSTEMS)




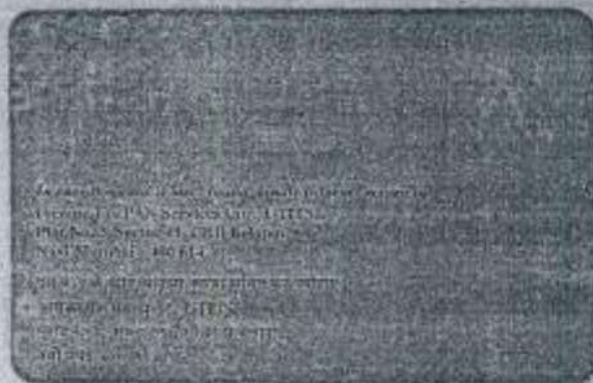
इस कार्ड में जो / जिस नाम का प्रकाश करा जाये उसे
 अधिकारी को सूचित कर लेना अनिवार्य है
 अधिकारी का पता :-
 ई. आर. सी. भवन, पृथ्वी
 ई-२, शांतिनगर, नया दिल्ली-११००५५
 पिन कोड - ११००५५

In case this card is lost/ found, kindly inform/return to
 the issuing authority :-
 Director of Income Tax (Systems)
 ARA Centre, Ground Floor
 E-2, Shantinagar Katan,
 New Delhi - 110 055

बंदर-१६ IV
 एड्ड 12
 २०११

बंदर - २
 ग्रेटर 920940
 २०२३





बदर-१६	
६६६	e
२०२१	

बदर - १		
२२६६	१२६	१५०
२०२३		



DRIVING LICENCE

DL No MH02 2000027384 DCI 05-05-2008
Valid Till 04-05-2028 (NT)



AUTHORISATION TO DRIVE FOLLOWING CLASS OF VEHICLES THROUGHOUT MMR
COV DDV
MCWV 05-05-2028
LWV 05-05-2028



DOB: 08-05-1986 BS

Name: VIJAY KUYANDKAR
S/O of VISHNU KESHU KAYANDKAR
A/37 DR RAJENDRA PRASAD NHR, SORUBH RAVJI CHL,
HIGH WAY RD, VILE PARLE (E),
MUMBAI
PIN: 400090
Signature & ID of Issuing Authority: MH02 2000147

Signature/Thumb Impression of Holder



बदर-१६७
८६६ / १०
२०११

Maharashtra Motor Vehicles Department
LEGEND FOR CLASS OF VEHICLES (COV)

S.No	COV	DESCRIPTION	S.No	COV	DESCRIPTION
1	MCWGG	MC With Gear	73	MCWSTC	R.C. With Gear TR
2	NCWV	MC With Gear	74	MCWST	MC With Gear TR
3	LWV	LMV/1 Car	15	LAW	Truck
4	SWV1	LMV-1 Transport	16	PSA	W/S&P
5	TRCTOC	LMV-Tractor	17	PLV	Light Vehicle
6	LMV-TR	LMV Transport	18	LDAWCV	DDH-Light CV
7	SW-TR	LMV-1 Transport	19	CRVVC	OTH-Carriage
8	TRAMP	Transport	20	PLPT	OTH-Part LRV
9	MSVCCG	MC Carriage	21	MSGS	OTH-Stage Age
10	RCVLRH	Road Roller	22	CMCOP	OTH-Carriage
11	LMV-TT	LMV-Trolley/Trolley	23	AVCCG	AV Carriage-2
12	OTVSSH	Omni	24	AVCCG	AV Carriage-3

LMV - LIGHT MOTOR VEHICLE TRV - TRANSPORT VEHICLE
* DRIVE CAREFULLY - AVOID ACCIDENTS *

बदर - १
९२६४ ९३० ९५०
२०२३



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

SANDEEP DILIP LASE

DILIP VISHRAM LASE

03/07/1987

Permanent Account Number

AEEPL0261L

Signature



बदर-१६७	
६६६	९९
२०११	

यह कार्ड केवल / यह वा क्वॉटर सुविधा को / केवल
आयकर विभाग के लिए है, यह कार्ड को इस
कार्ड के बिना, आयकर विभाग, कल्याण सिटी, मुंबई-४०००११,
एन. टी. रोड, कल्याण सिटी, मुंबई - ४०००११.

If this card is lost / someone else has used it, please
inform / report to:
Income Tax F&E Services Unit, NSDL,
1st Floor, Times Tower,
Kamlay Mills Compound,
S. B. Marg, Lokesh Prasth, Mumbai - 400 011.
Tel: 91-22-2495 2495 Fax: 91-22-2495 0094
e-mail: feedback@nsdl.co.in

बदर - १	
१२६४	९३९ १५०
२०२३	



PERMANENT ACCOUNT NUMBER
AAACR2503C

NAME
ROMELL REAL ESTATE PRIVATE LIMITED

DATE OF INCORPORATION / FORMATION
23-11-1985


 DIRECTOR OF INCOME TAX (SYSTEMS)



बदर-१६१५
 CBE 199
 २०११

इस कार्ड के अंतर्गत / पिन कार्ड पर सूचना लगी जायेगी
 जहाँ-जहाँ इसे लुप्त / कलम कर दे
 जयपुर निकास (पब्लिक)
 ई-१, जयपुर निकास
 नई दिल्ली - 110 055

In case this card is lost/teared, kindly inform us to
 the issuing authority :
 Director of Income Tax (Systems)
 ARA Centre, Ground Floor
 E-1, Jhandewalan Estate
 New Delhi - 110 055.


बदर - १
 १३२ ११०
 २०२३



स्थाई लेखा संख्या / PERMANENT ACCOUNT NUMBER
 AABOR6502L

नाम / NAME
 ROMELL PROPERTIES PRIVATE LIMITED

दिनांक/बन्या का तिथि / DATED OF INCORPORATION/FORMATION
 25-05-1999


 अखिलेश कुमार (महेश्वर)
 DIRECTOR OF INCOME TAX (REGISTRATION)



इस कार्ड के साथ 7 (सात) जने पर कब्जा वाली बरतें ताले
 प्रमाणिकारी को सुविधा के कारण कार्ड में
 आदिपत्र आदिपत्र (आदिपत्र कार्ड),
 सी-11, प्रयासकर भवन,
 कोठा - इली कोण-पुस्त,
 मुंबई - 400 051।

In case this card is lost, kindly inform return to
 the issuing authority:
 Commissioner of Income Tax (Circular Operations),
 C-11, Prayasakar Bhawan,
 Bandra Kurla Complex,
 Mumbai - 400 051.

बदर-१६५५
 ८८६ | ७३
 २०११

बदर - १
 ७२६४ | ९३३ | ९५०
 २०२३





बदर-१६५
 एड्ड १९
 २०११

बदर - १
 एड्ड १३४ १५०
 २०१३



कार्ड क्रमांक / PERMANENT ACCOUNT NUMBER
AACER9918C

नाम / NAME
ROMELL REALTORS

दिनांक/जाने की तिथि / DATE OF INCORPORATION/FORMATION
01-12-1997


 आयकर विभाग, (प्रणालि)
 DIRECTOR OF INCOME TAX (SYSTEMS)

इस कार्ड के खो / गिन जाने पर कृपया जारी करने वाले
 प्राधिकारी को सूचित / वापस का दें
 आयकर आयुक्त (कंप्यूटर सेक्टर),
 सी-13, प्रात्यक्षकर भवन,
 बॉम्बे-कुर्ला कॉम्प्लेक्स,
 मुंबई - 400 051.

In case this card is lost/stolen, kindly inform/return to
 the issuing authority :
 Commissioner of Income-Tax (Computer Operations),
 C-13, Pratyakshakar Bhavan,
 Bandra-Kurla Complex,
 Mumbai - 400 051.



बंदर-२६१४
८६६ / ७५
२०११

बंदर - १		
२६६४	९३५	७५०
२०१३		



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

PANKAJ V VAITY
VITHAL SOWAR VAITY

05/04/1964
Permanent Account Number
AEGPV7654H

[Signature]
Signature



बदर-१६ IV
एडि६ ७६
२०२१

THE GOVERNMENT OF MAHARASHTRA
MAHARASHTRA STATE MOTOR DRIVING LICENCE

DL No. MH02 25950019470
Valid Till: 06-06-2024 (INT)

DOI: 07-05-2024
17-04-2017 (TR)

DLR 06-04-2017 (TR)

AUTHORISED TO DRIVE FOLLOWING CLASS
OF VEHICLES THROUGHOUT INDIA

COV DCV
MCWV 07-06-2024
LAV:TR 18-04-2020



DOB: 18-11-1964 BG

NAME: NARESH KESH
S/O: V OF NARESH KESH
ACT: 28, DIVYDRA KRUPA BSC-12, SECTION-3,
NEAR NANUNGAH MARKET CHARKOP KANDIVALI (W),
MUMBAI
PIN: 400067
Signature & ID of
Issuing Authority: MH02 25950290

Signature/Thumb
impression of holder

बदर - १
एडि६ ७३६ ७५०
२०२३



REGISTRATION

दस्त गोपवारा भाग-2

Tuesday, February 1, 2011
10:58:11AM

घदर 16
दस्त क्रमांक : 966 / 2011

दस्त क्रमांक :- घदर 16 / 966 / 2011
दस्तावा प्रकार :- मुजतवायनामा

दिनांक क्र.3 ची वेळ:(फावली) Feb 1 2011 10:57AM
दिनांक क्र.4 ची वेळ:(ओळख) Feb 1 2011 10:58AM
दिनांक क्र.5 ची वेळ:(नोंदणी) Feb 1 2011 10:59AM



घदर-१६ IV
९६६ १७
२०११

अनु क्र. घशकाराचे नाव व पत्ता

1 नाथ:रोमेल रिजल इस्टेट प्रा लि व रोमेल प्रोपर्टीज प्रा लि Salar/Executor
चे संचालक ज्युड - रोमेल
पत्ता:दुकान नं 6 वीलेज अपार्टमेंट एच व्ही पी रोड बोरीवली
प

सही

छयाचित्र



अंगठ्याचा ठसा



2 नाथ:रोमेल रिजल इस्टेट प्रा लि व रोमेल प्रोपर्टीज प्रा लि Salar/Executor
चे संचालक डीमनिक - रोमेल
पत्ता:दुकान नं 6 वीलेज अपार्टमेंट एच व्ही पी रोड बोरीवली
प

सही



3 नाथ:वीतायन्स इंटरप्राइजेस व से रोमेल रिजल्टस् चे Salar/Executor
आमीदार ज्युड - रोमेल
पत्ता:दुकान नं 6 वीलेज अपार्टमेंट एच व्ही पी रोड बोरीवली
प

सही



4 नाथ:वीतायन्स इंटरप्राइजेस व से रोमेल रिजल्टस् चे Salar/Executor
आमीदार डीमनिक - रोमेल
पत्ता:दुकान नं 6 वीलेज अपार्टमेंट एच व्ही पी रोड बोरीवली
प

सही



5 नाथ:रिपवाडी - रोमेल Purchaser/Buyer/Executor
पत्ता:101 धरकुल संस्था वी व्हींग, आझाद रोड विलेपार्ले वू
पेन लेंबर; पव :- 24

सही



घदर - १
९६६ १७ १५०
२०११



6

नाम: विजय वी कायंदेकर
पता: 101 चक्रवर्त सौदा बी विंग, आझाद रोड विलेपार्ले प
पिन नंबर:

Purchaser/Buyer/Executor 2
वय :- 25



सौ Vijay V. Kayandekar

7

नाम: संदीप डी लामे
पता: 101 चक्रवर्त सौदा बी विंग, आझाद रोड विलेपार्ले प
पिन नंबर:

Purchaser/Buyer/Executor
वय :- 23



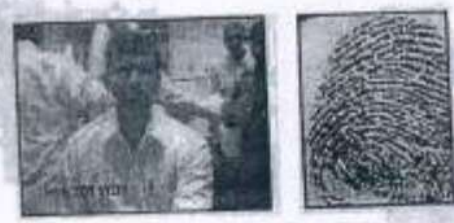
सही

वरील दस्तऐवज फक्त देणार सयामधील मुळाकारनामा या दस्तऐवज फक्त देण्याचे कबूल करताना

ओळख

बाबील दुसम आहे निव्वेदीत करताना ही ते दस्तऐवज फक्त देणा-याला
द्वारे: ओळखतात, व न्यायी ओळख पटविताना

अनु क्र. ओळखीचे नाच व पता
1 नाव: संकाज - वैती
वय: 16
पता: वैती हाऊस वझीरा बोरीवली प
पिन कोड: 400091



सही

2

नाम: हिमांशु - केणी
वय: 26
पता: वैती हाऊस वझीरा बोरीवली प
पिन कोड: 400091



सही

965 / 2011



बदर-१६ IV
८६६ 9८
२०११

बदर - १
२६६४ 93८ 9५०
२०२३





Today, February 1, 2011
10:54:20AM

दस्त गोषवारा भाग-1

बदर16
दस्त क्रमांक : 966/2011

दस्त क्रमांक : बदर16 / 966/ 2011

काजम मुल्य: रु.0/-

मोबदलत: रु.1/-

मरतेले मुद्रांक शुल्क: रु.500/-

दु.नि.बोरीवली 7 (बोरीवली) यांचे कार्यालयगत
अ.क्र.966 वर दि.01/02/2011

रोजी 10:48:33 AM वा. हजर केला.

पायती

बदर कारणाच्ये लवःरोसेत रिजल इन्स्टिट प्रा लि व रोसेत
प्रॉपर्टीज प्रा लि चे संघातक रुद्रुड - रोसेत

मौदणी फी:	₹.100.00
दस्त मरताळणे फी:	₹.400.00
पुतांची रकमदत : 17	
एकुण	₹.500.00

दस्त हजर कारणा-काय सदी

**बा. दुष्यम निबंधक बोरीवली-७,
मुंबई उपनगर जिल्हा.**

**बा. दुष्यम निबंधक बोरीवली-७,
मुंबई उपनगर जिल्हा.**

शिफ्या क्र.1 Feb 1 2011 10:53AM ची वेळ: (स्टुडीकारणा)

शिफ्या क्र.2 Feb 1 2011 10:54AM ची वेळ: (फी)

बदर-१६
९६६ / १९
२०११



प्रमाणित करण्यात येते की, या
दस्तामळे एकूण १९ पाते आहेत.
बदर...१६/९६६ /२०११
पुस्तक क्र.मांक १; क्रमांक ...१९ वर
नोंदला.
दिनांक: 1 FEB 2011

बा. दुष्यम निबंधक, बोरीवली क्र. ७,
मुंबई उपनगर जिल्हा.

बदर - १
९६६ १९
२०११



INCOME TAX PAN SERVICES UNIT

(Managed by National Securities Depository Limited)
3rd Floor, Sapphire Chambers, Near Baner Telephone Exchange,
Baner, Pune - 411 045.

M 23/3



Dear Sir / Madam,

Pan No. **AABCR6562L**

Your request for change in details in PAN data has been processed as per change/correction form submitted by you.

We wish to inform you that quoting of PAN on return of income tax and challans for payment of taxes is necessary to ensure accurate credit of taxes paid by you and faster processing of return of income. Please quote PAN on all communications with the department as it helps to improve taxpayer service.

Income Tax Department maintains a website : www.incometaxindia.gov.in for providing information and services to citizens. This site also contains detailed information of PAN.

Income Tax Department

PKG ID:PLC/02102/18032011_01/OVX



MUM / 903 / 606402005279925121 / 50704913

HOMELL PROPERTIES PRIVATE LIMITED

HOMELL PROPERTIES PVT LTD
102 B WING
GHANSHYAM CHS
AZAD ROAD NEAR RLY CROSSING
VILE PARLE E
MUMBAI
MAHARASHTRA - 400037
TEL NO : 22-26144635

बंदर - १		
१२६४	१४०	१४०
२०२३		



(This being a computer-generated letter, no signatures are required)



आयकर विभाग
 INCOME TAX DEPARTMENT

भारत सरकार
 GOVT. OF INDIA

SAMEER UGRASEN GANDHI
 UGRASEN MOTILAL GANDHI

02/05/1978
 Permanent Account Number

AHHPG7539E

Signature



Sameer

बंदर - १		
२२६४	१४१	१५०
२०२३		





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भारत सरकार
GOVERNMENT OF INDIA




समीर उग्रसेन गांधी
 Sameer Ugrasen Gandhi
 DOB: 02-05-1978
 Gender: Male



9893 0635 9141


आधार - आम आदमी का अधिकार

Sameer Gandhi


भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

5/0: उग्रसेन गांधी, 10/7, जिवन ज्योती, तारुण भारत सोसायटी, चकला अंधेरी ईस्ट, मुंबई, महाराष्ट्र 400099

Address:
 5/0: Ugrasen Gandhi, 10/7, Jeevan Jyoti, Tarun Bharat Soc, Chakala Andheri East, Mumbai, Sahar P And T Colony, Mumbai, Mumbai, Maharashtra, 400099



1947
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Sec No.1947,
Bangalore-560 001

बदर - १

2265	982940	
२०२३		



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भारतीय विशिष्ट पहचान प्राधिकरण
भारत सरकार
 Unique Identification Authority of India
Government of India

नामांकन क्रम / Enrollment No 1207/03963/02221

To,
 हेम सागर चौधरी
 Heena Sameer Gandhi
 W/O: Sameer Gandhi
 10/7 Jeevan Jyoti,
 Sarun bhara Society
 Andheri East
 Mumbai
 Sahar P and T Colony Mumbai Mumbai
 Maharashtra 400099

17/01/2014

Ref: 506 / 048 / 375965 / 376352 / P



SH871130014FT



आपका आधार क्रमांक / Your Aadhaar No. :

6592 7504 8346

आधार - आम आदमी का अधिकार

गोपनीय / Confidential

भारत सरकार
 Government of India

हेम सागर चौधरी
 Heena Sameer Gandhi
 जन्म तिथि / DOB / Date of Birth
 महिला / Female

6592 7504 8346



आधार - आम आदमी का अधिकार

Heena Gandhi

1941

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...



P. Pawan

बदर - ३		
१२६४	१४४५५०	
२०२३		







CHALLAN
MTR Form Number-6



GRN	MH007857851202324E	BARCODE			Date	08/09/2023-14:57:08	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)						
		PAN No.(If Applicable)	AHHPG7539E					
Office Name	BDR1_JT SUB REGISTRAR ANDHERI NO 1		Full Name	SAMEER UGRASEN GANDHI				
Location	MUMBAI		Flat/Block No.	ROMELL ORBIS - B 904				
Year	2023-2024 One Time		Premises/Building	VILLAGE OF MOGRA				
Account Head Details		Amount In Rs.	Road/Street	VILLAGE OF MOGRA				
0030045501 Stamp Duty		1320100.00	Area/Locality	ANDHERI EAST				
0030063301 Registration Fee		30000.00	Town/City/District					
			PIN	4 0 0 0 6 9				
			Remarks (If Any)	PAN2=AABCR6562L-SecondPartyName=ROMELL PROPERTIES PVT LTD-				
			Amount In	Thirteen Lakh Fifty Thousand One Hundred Rupees On				
			Words	ly				
		13,50,100.00						
Payment Details	STATE BANK OF INDIA			FOR USE IN RECEIVING BANK				
Cheque-DD Details		Bank CIN	Ref. No.	00040572023090854981	CKX9434350			
Cheque/DD No.		Bank Date	RBI Date	08/09/2023-03:19:06	Not Verified with RBI			
Name of Bank		Bank-Branch	STATE BANK OF INDIA					
Name of Branch		Scroll No. . Date	252 , 11/09/2023					



Department ID :

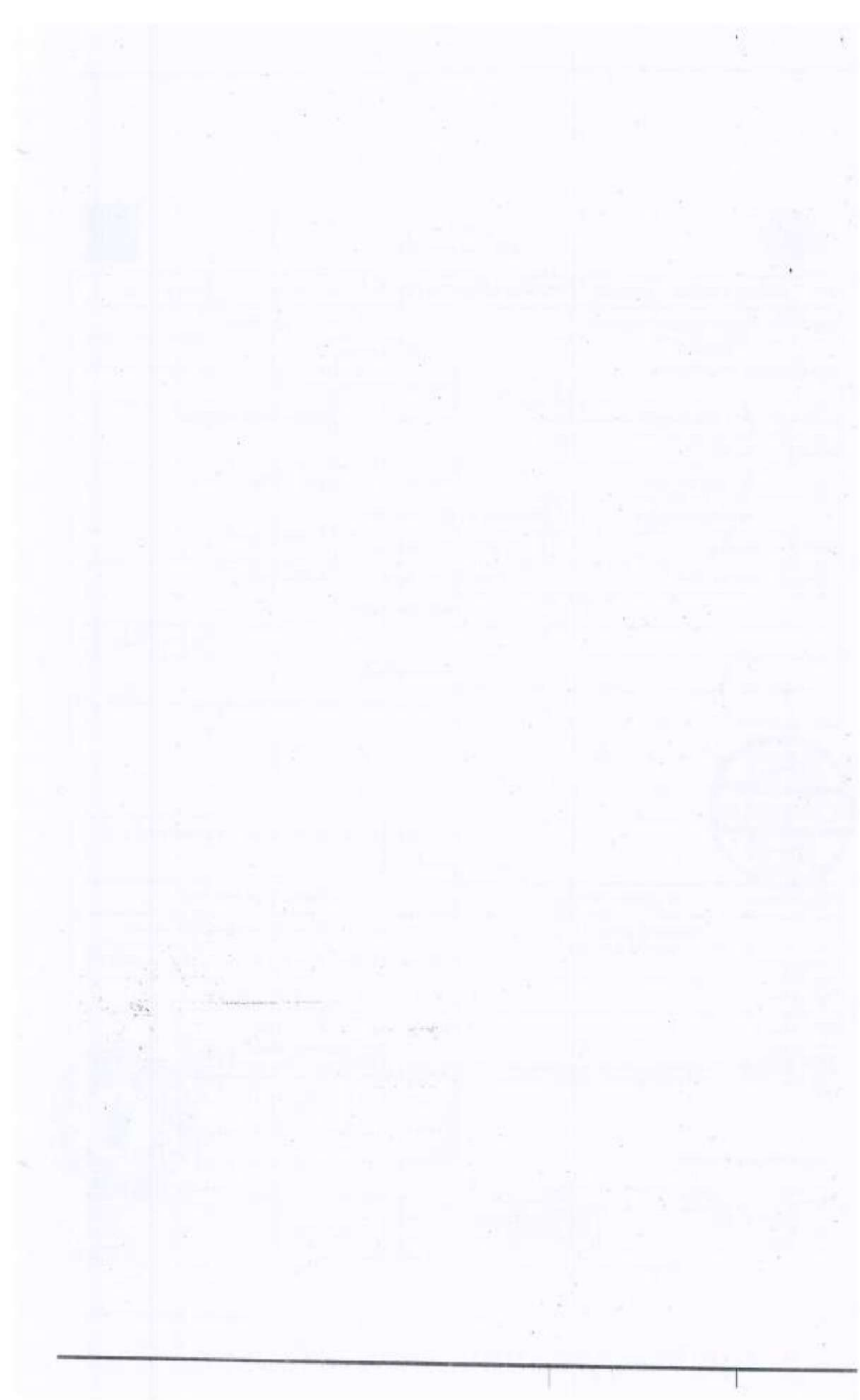
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
खट्टर चटलन केवल मुख्य निबंधक कार्यालयत मोदणी कखतवाच्या दस्तावेजादी लागू आहे. मोदणी न कथपयतान दस्तावेजादी क
नाही.

92668 984950
2023



Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(S)-322-12964	0004150173202324	11/09/2023-13:34:54	IGR186	30000.00
2	(S)-322-12964	0004150173202324	11/09/2023-13:34:54	IGR186	1320100.00
Total Defacement Amount					13,50,100.00





Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 0923119505136

Receipt Date 11/09/2023

Received from DHC, Mobile number 9619877874, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 12964 dated 11/09/2023 at the Sub Registrar office Joint S.R. Andheri 1 of the District Mumbai Sub-urban District.

DEFACED

₹ 2000

DEFACED

Payment Details

Bank Name SBIN

Payment Date 11/09/2023

Bank CIN 10004152023091104906

REF No. 325440615894

Deface No 0923119505136D

Deface Date 11/09/2023

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

बदर - १		
१२६६४	१४६	१४०
२०२३		



THE UNIVERSITY OF CHICAGO

DEPARTMENT OF CHEMISTRY



RECEIVED
JAN 10 1954
LIBRARY



Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	0923115305393	Receipt Date	11/09/2023
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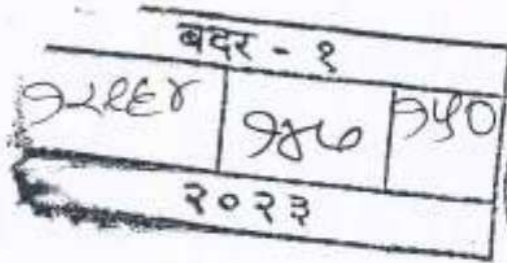
Received from DHC, Mobile number 9619877874, an amount of Rs.1000/-, towards Document Handling Charges for the Document to be registered on Document No. 12964 dated 11/09/2023 at the Sub Registrar office Joint S.R. Andheri 1 of the District Mumbai Sub-urban District.



Payment Details

Bank Name	SBIN	Payment Date	11/09/2023
Bank CIN	10004152023091105150	REF No.	325440922427
Deface No	0923115305393D	Deface Date	11/09/2023

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



बदर - १
१०६६ १४८ १५०
२०२३



322/12964
सोमवार, 11 सप्टेंबर 2023 1:35 म.नं.

इस्त गोपवारा भाग-1

वदर 1

इस्त क्रमांक: 12964/2023

इस्त क्रमांक: वदर 1 /12964/2023

बाजार मूल्य: रु. 1,49,54,525/-

मोबदला: रु. 2,20,00,000/-

भरलेले मुद्रांक शुल्क: रु. 13,20,100/-

दु. नि. सह. दु. नि. वदर 1 यांचे कार्यालयात

अ. क्र. 12964 वर दि. 11-09-2023

रोजी 1:33 म.नं. वा. हजर केला.

पावती: 14672

पावती दिनांक: 11/09/2023

सादरकरणाऱ्याचे नाव: समीर उद्यमन गांधी

नोंदणी फी

रु. 30000.00

इस्त हाताळणी फी

रु. 3000.00

पृष्ठांची संख्या: 150

एकूण: 33000.00

Samir Gandhi

इस्त हजर करणाऱ्याची सही:

Samir Gandhi

दुय्यम निबंधक, अंधेरी-1

Samir Gandhi

दुय्यम निबंधक, अंधेरी-1

सह. दुय्यम निबंधक, अंधेरी क्र. १

सह. दुय्यम निबंधक, अंधेरी क्र. १

इस्ताची प्रकृत: करारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थानगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (टोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्र. 1 11 / 09 / 2023 01 : 33 : 34 PM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 11 / 09 / 2023 01 : 35 : 02 PM ची वेळ: (फी)

प्रतिज्ञापत्र

सादर इस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसार नोंदणीस दाय्यल केलेला आहे. दस्तावील संपूर्ण मजकूर निष्पादित झालेले, साक्षीदार व होणारे जोडलेल्या कागदपत्रांची आणि इतरांची सत्यता किंवा जाणवशील बाबींसाठी यज्ञीत इस्त निष्पादकाने संपूर्णपणे जबाबदार राहिल.

Vijay V. Karpurkar

सिद्धी देणारा

Samir Gandhi

सिद्धी देणारा

वदर - १

२२६० १०२ ३५०

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1958

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11/09/2023

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. अंधेरी 1

दस्त क्रमांक : 12964/2023

मोडर्नी :

Regn.83m

मावाचे नाव : सोनरा

(1) विनेखाचा प्रकार	करारनामा
(2) नोंदवला	22000000
(3) बाजारभावा(भाडेपट्टा)बाबत बाबतिलपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	14954525.03
(4) भू-सापन,पोटहिस्ता व घरअर्जांक (असल्यास)	1) पातिकेचे नाव:मुंबई मनपा इतर वर्णन :सवनिका नं: सवनिका क्र. 904, माळा नं: 9 वा मजला,बी विंग, इमारतीचे नाव: रोमेल ऑर्बिस, ब्लॉक नं: पंग हाऊस,अंधेरी पूर्व,मुंबई - 400093, रोड : विजय राजत रोड,सेर ए पंजाब जवळ, इतर माहिती: क्षेत्र 858 चौ फूट रेटा कार्पेट...79.71 चौ मी रेटा कार्पेट..सोबत एक मेकनाईम टॉवर कार पार्किंग स्पेस, रेटा क्र.P51800023825((C.T.S. Number : 365 ;)
(5) क्षेत्रफळ	1) 87.71 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करण देणा-या/विहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-रोमेल डॉपटीस प्राव्हेंट लिमिटेड चे डायरेक्टर व्हाऊ रोमेल तर्फे मुखत्यार विजय विष्णू कायदेकर बय:-38; पत्ता:-प्लॉट नं: -, माळा नं: बीधा मजला, इमारतीचे नाव: प्राक्स इन्फिनिटी , ब्लॉक नं: विलेपार्ले पूर्व, मुंबई , रोड नं: सुभाष रोड , महाराष्ट्र, मुम्बई. पिन कोड:-400057 पॅन नं:-AABCR6562L
(8)दस्तऐवज करण देणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-समीर उग्रसेन गांधी बय:-45; पत्ता:-प्लॉट नं: 10/7, माळा नं: -, इमारतीचे नाव: जीवन ज्योती, इरल भारत सोसायटी , ब्लॉक नं: चकला, अंधेरी पूर्व, मुंबई , रोड नं: सहार पी अँड टी कॉलनी , महाराष्ट्र, मुम्बई. पिन कोड:-400099 पॅन नं:-AHHPG7539E
(9) दस्तऐवज करण दिव्याचा दिनांक	11/09/2023
(10)दस्त नोंदणी केल्याचा दिनांक	11/09/2023
(11)अनुक्रमांक,खंड व पृष्ठ	12964/2023
(12)बाजारभावाप्रमाणे नुब्रांक शुल्क	1320100
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	



मुल्यांमनासाठी विचारात घेतलेला तपशील:-

नुब्रांक शुल्क आकारणाना निघवलेला अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

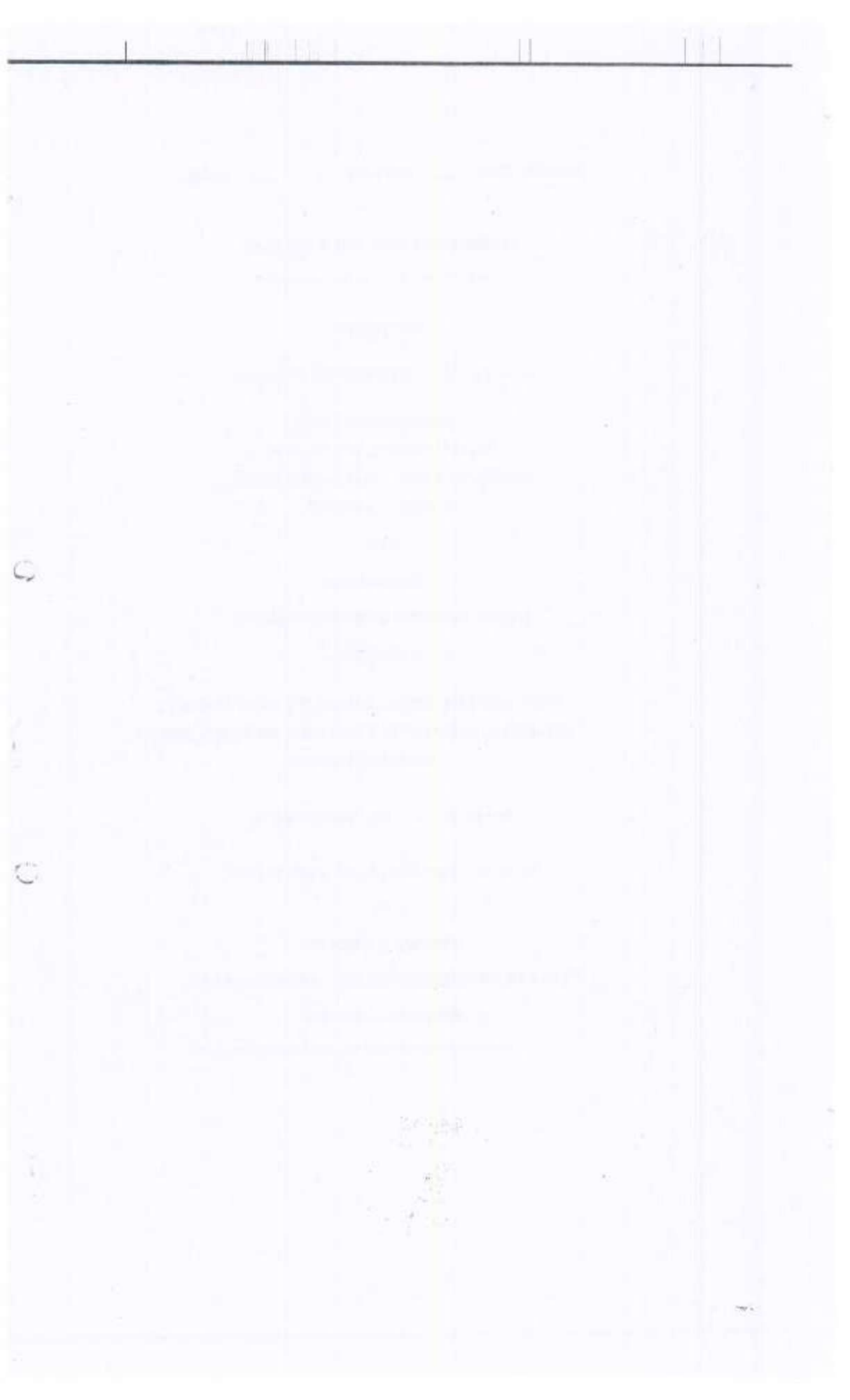
दस्तासोबत सुची II दिली



Samraj
सह. दुय्यम निबंधक, अंधेरी क्र. 1,
मुंबई उपनगर जिल्हा

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	SAMEER UGRASEN GANDHI	eChallan	00040572023090854981	MH007857851202324E	1320100.00	SD	0004150173202324	11/09/2023
2		DHC		0923115305393	1000	RF	0923115305393D	11/09/2023
3		DHC		0J23119505136	2000	RF	0923119505136D	11/09/2023
4	SAMEER UGRASEN GANDHI	eChallan		MH007857851202324E	30000	RF	0004150173202324	11/09/2023

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]



DATED THIS _____ DAY OF _____ 20____

AGREEMENT FOR SALE OF FLAT

BETWEEN

M/S ROMELL PROPERTIES PVT. LTD.

CORPORATE OFFICE
PRIUS INFINITY, 4TH FLOOR,
SUBHASH ROAD, VILE PARLE (EAST),
MUMBAI - 400 057.

AND

Purchaser/s

(1) MR. SAMEER UGRASEN GANDHI

ADDRESS

**10/7, JEEVAN JYOTI, TARUN BHARAT SOCIETY,
CHAKALA, SAHAR P & T COLONY, ANDHERI EAST,
MUMBAI 400 099.**

Telephone No: **+91 9820196170**

FLAT NO. **904** Wing **B** ON **09th** FLOOR

IN

**"ROMELL ORBIS",
VILLAGE OF MOGRA, TALUKA ANDHERI EAST,
MUMBAI - 400 069**
