RUNWAL

With you, always...

RUNWAL MYCITY

THE CITY OF CITIES

KALYAN-SHIL ROAD

AGREEMENT FOR SALE

APPLICANT NAME .....

FLAT NO. .....

72/14762 पावती Original/Duplicate
Wednesday,October 04 ,2023 नोंदणी क्रं. :39म
4:18 PM Regn.:39M

पावती क्रं.: 16186 दिनांक: 04/10/2023

गावाचे नाव: उसरघर
दस्तऐवजाचा अनुक्रमांक: कलन3-14762-2023
दस्तऐवजाचा प्रकार : करारनामा
सादर करणाऱ्याचे नाव: अखिलेश श्रीरामबहल गौतम -

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 1840.00
पृष्ठांची संख्या: 92	
एकूण:	रु. 31840.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
4:38 PM ह्या वेळेस मिळेल.

Joint Sub Registrar Kalyan 3

सह दुय्यम निबंधक वर्ग-२ कल्याण क्रं-३

बाजार मुल्य: रु.2672500 /-
मोबदला रु.3772352/-
भरलेले मुद्रांक शुल्क : रु. 170000/-

1) देयकाचा प्रकार: DHC रक्कम: रु.1520/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1023028801580 दिनांक: 04/10/2023
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: DHC रक्कम: रु.320/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1023036520903 दिनांक: 04/10/2023
बँकेचे नाव व पत्ता:
3) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH008728232202324E दिनांक: 04/10/2023
बँकेचे नाव व पत्ता:
मुद्रांक शुल्क माफी असल्यास तपशिल :-
1) The Special Township Project : Mudrank-2006/UOR 53/CR536/M1 Dated 15.01.2008. and Mudrank 2012/R.R. 36/C.R. 22/M1 dated 06.01.2015

मूळ दस्तऐवज परत मिळाला.
पक्षकाराची सही

सह. दुय्यम निबंधक कल्याण-३.

04/10/2023

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कल्याण 3
दस्त क्रमांक : 14762/2023
नोंदणी :
Regn:63m

गावाचे नाव : उसरघर

(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	3772352
(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	2672500
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:कल्याण-डोंबिवली इतर वर्णन :, इतर माहिती: सदनिका क्र. 2407,24 वा मजला, टॉवर सीएल05-06,माय सिटी फेज 2-क्लस्टर-05(1-6),दिवा मानपाडा रोड,उसरघर,कल्याण,जि. ठाणे,मौजे-उसरघर,ता. कल्याण व जि. ठाणे,सदनिकेचे क्षेत्रफळ 34.56 चौ. मी. कारपेट म्हणजेच 372 चौ. फुट कारपेट,सर्वीस / युटिलिटी क्षेत्र 3.06 चौ.मी. म्हणजेच 32.94 चौ. फुट,..... झोन नं. 47/148,21/08/2017 च्या अधिसूचनेनुसार विशेष वसाहत प्रकल्पाअंतर्गत प्रथम विक्रीकरारनाम्यास मुद्रांक शुल्कामध्ये 50% सवलत(टीपीएस -1217/331/सीआर -72/17/युडी -12)((Survey Number : 17/1, 17/2, 17/3/ए, 17/3/बी, 17/4, 17/5, 37/1, 37/2, 38/1, 38/2, 38/3, 38/4, 70/9, 70/10, 70/11, 71/1, 71/2, 71/3, 71/4, 71/8, 91/1, 91/2, 91/3, 91/4, 91/5, 92/1, 92/2, 103/6/ए, 103/6/बी, 103/7, 103/8, 103/9, 103/10, 103/11, 103/12, 103/13, 103/14/बी, 103/15, 103/16, 103/17, 103/18, 107/2/ए,107/2/बी, 107/3, 107/4, 107/5, 107/6, 107/7, 107/8, 107/9, 107/10, 107/11,.107/12, 107/13, 107/14, 107/15, 107/16, 107/17, 107/18, 107/19, 107/20, 108/1, 108/3, 134/1, 134/2 ;))
(5) क्षेत्रफळ	1) 372 चौ.फूट
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-मे. हॉरीझोन प्रोजेक्टस प्रा. लि. तर्फे डायरेक्टर / अधिकृत स्वाक्षरीकार सौरभ नातू तर्फे अधिकृत कुलमुखत्यार म्हणून किशोर कुमार जैन तर्फे कुलमुखत्यार म्हणून वैभव वाघ वय:-41; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: पाचवा मजला, रुणवाल ऍण्ड ओमकार इस्क्वेअर, सायन चुनाभट्टी सिंग्नल समोर, सायन पुर्व, मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400022 पॅन नं:-AAFCR1404F
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-अखिलेश श्रीरामवहल गौतम - वय:-33; पत्ता:-प्लॉट नं: रुम नं. 417, माळा नं: -, इमारतीचे नाव: ., ब्लॉक नं: -, रोड नं: विलेज वेलहर, खुर्द वेलहर, संत कबीर नगर, उत्तरप्रदेश, उत्तर प्रदेश, संत कबीर नगर. पिन कोड:-272270 पॅन नं:-APOPG5490D
(9) दस्तऐवज करुन दिल्याचा दिनांक	04/10/2023
(10)दस्त नोंदणी केल्याचा दिनांक	04/10/2023
(11)अनुक्रमांक,खंड व पृष्ठ	14762/2023
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	170000
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

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

सह दुय्यम निबंधक वर्ग-२ कल्याण क्र-३

THE SEAL OF THE JOINT SUB-REGISTRAR KALYAN
सह.दुय्यम निबंधक कल्याण - ३
सत्यमेव जयते
जि.ठाणे
Dist Thane

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	AKHILESH SHRIRAMBAHAL GAUTAM	eChallan	03006172023092800177	MH008728232202324E	170000.00	SD	0004688202202324	04/10/2023
2		DHC		1023028801580	1520	RF	1023028801580D	04/10/2023
3		DHC		1023036520903	320	RF	1023036520903D	04/10/2023
4	AKHILESH SHRIRAMBAHAL GAUTAM	eChallan		MH008728232202324E	30000	RF	0004688202202324	04/10/2023

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

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)

Valuation ID 202310044298 04 October 2023,02:00:46 PM

कलन3

मूल्यांकनाचे वर्ष	2023
जिल्हा	ठाणे
मूल्य विभाग	तालुका : कल्याण
उप मूल्य विभाग	47/151/1-रूणवाल मायसिटी व रूणवाल गार्डन
क्षेत्राचे नांव	Kalyan/Dombival Muncipal Corporation सर्व्हे नंबर /न. भू. क्रमांक :

वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.

खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगीक	मोजमापनाचे एकक
9600	63900	73800	79900	73800	चौ. मीटर

वांधीव क्षेत्राची माहिती

बांधकाम क्षेत्र(Built Up)-	38.0156चौ. मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	I-आर सी सी	मिळकतीचे वय -	0 TO 2वर्षे	बांधकामाचा दर-	Rs.26620/-
उद्वाहन सुविधा -	आहे	मजला -	21st and Above	कार्पेट क्षेत्र-	34.5596चौ. मीटर

Sale Type - First Sale

Sale/Resale of built up Property constructed after circular dt.02/01/2018

मजला निहाय घट/वाढ = 110 / 100 Apply to Rate= Rs.70290/-

घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर =(((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी)+ खुल्या जमिनीचा दर)
= (((70290-9600) * (100 / 100)) + 9600)
= Rs.70290/-

A) मुख्य मिळकतीचे मूल्य = वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र

= 70290 * 38.0156

= Rs.2672116.524/-

Applicable Rules = 3, 9, 18, 19

एकत्रित अंतिम मूल्य = मुख्य मिळकतीचे मूल्य +तळघराचे मूल्य + मेझॅनाईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य(खुली बाल्कनी) + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + स्वयंचलित वाहनतळ
= A + B + C + D + E + F + G + H + I + J
= 2672116.524 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0
=Rs.2672117/-
= ₹ सव्वीस लाख बाहत्तर हजार एक शे सतरा /-

Home Print

सारखे आ

कल्याण - ३
दस्त क्र. ७४६२ २०२३
९ ९२

THE SEAL OF THE JOINT SUB-REGISTRAR KALYAN-3
सह-दुय्यम निबंधक कल्याण - ३ यांचे मुद्रा
सत्यमेव जयते
जि. ठाणे
Dist Thane

Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	1023036520903	Date	03/10/2023
Received from HORIZON PROJECTS PVT LTD, Mobile number 0000000000, an amount of Rs.320/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R.Kalyan 3 of the District Thane.			
Payment Details			
Bank Name	PUNB	Date	03/10/2023
Bank CIN	10004152023100318647	REF No.	469856540
This is computer generated receipt, hence no signature is required.			

दस्त क्र. 9760 / 2023

2 | e2

Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges (O)			
PRN	1023028801580	Date	02/10/2023
Received from SRO KALYAN, Mobile number 9854854778, an amount of Rs.1520/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R.Kalyan 2 of the District Thane.			
Payment Details			
Bank Name	SBIN	Date	02/10/2023
Bank CIN	10004152023100201438	REF No.	327548571211
This is computer generated receipt, hence no signature is required.			

CHALLAN
MTR Form Number-6

GRN	MH008728232202324E	BARCODE	Date 28/09/2023-11:15:52	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)	APOPG5490D
Office Name	KLN3_KALYAN NO 3 JOINT SUB REGISTRA	Full Name	AKHILESH SHRIRAMBAHAL GAUTAM
Location	THANE		
Year	2023-2024 One Time	Flat/Block No. Premises/Building	FLAT NO 2407 24TH FLOOR TOWER CL05-06 MY CITY PHASE II

Account Head Details	Amount In Rs.		
0030046401 Stamp Duty	170000.00	Road/Street	USARGHAR DOMBIVLI EAST
0030063301 Registration Fee	30000.00	Area/Locality	372 SQ. FT.
		Town/City/District	
		PIN	4 2 1 2 0 4
		Remarks (If Any)	PAN2=AAFCR1404F~SecondPartyName=HORIZON PRO.ECTS PVT LTD~CA=3772352
Total	200,000.00	Amount In Words	Two Lakh Rupees Only

कलम-३
मूल क्र. 9/1052/2023
3 | 62

THE SEAL OF THE JOINT SUB-REGISTRAR KALYAN-3 दुय्यम निबंधक कल्याण ३ जि. ठाणे Dist Thane

Payment Details	PUNJAB NATIONAL BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	03006172023092800177	46850795 7
Cheque/DD No.		Bank Date	RBI Date	28/09/2023-11:18:12	Not Verified with RBI
Name of Bank		Bank-Branch		PUNJAB NATIONAL BANK	
Name of Branch		Scroll No. , Date		1 , 30/09/2023	

Department ID : Mobile No. : 9000000000

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागु आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.

अखिलेश

Print Date 03-10-2023 02:08:28

कल्याण - ३
दस्त क्र. ७४८२ / २०२३
८ / ८२

THE SEAL OF THE JOINT SUB-REGISTRAR KALYAN-3
दु.नि. कल्याण - ३
Dist Thane

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Thane on this 4 Th day of OCt. in the Christian year Two Thousand and 23 (hereinafter referred to as the '**Agreement**')

BETWEEN

HORIZON PROJECTS PRIVATE LIMITED (PAN NO. AAFCR 1404F) a company incorporated under the Companies Act. 1956 having its registered office at Runwal & Omkar Esquare, 5th floor, Opp. Sion Chunabhatti Signal, Off Eastern Express Highway, Sion (East), Mumbai-400 022 represented by its Authorized Signatory Mr. MR. SAURABH SHANKAR NATU hereinafter referred to as the **"OWNERS/PROMOTER"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **ONE PART;**

AND

"THE PURCHASER/S" as mentioned in **"Annexure F"** annexed hereto (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual, his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case

of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenery and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company, its successors and permitted assigns) of the **OTHER PART.**

The Owners and the Purchaser/s shall hereinafter collectively be referred to as the **'Parties'** and individually as the **'Party'**.

WHEREAS:-

a) By and under a Deed of Conveyance dated 31st December, 2012 executed between Premier Limited ("Premier") as the Vendor of the one part and Horizon Projects Private Limited, being the Owners herein as the Purchaser of the Other Part, Premier sold, conveyed and transferred in favour of the Owners herein all their right, title, interest, claim and benefit in respect of the piece and parcel of land or ground aggregately admeasuring 285716 sq. meters or thereabouts situate lying and being at Village Usarghar, Taluka Kalyan, District Thane, more particularly described in the Part-I of Schedule A hereunder for the consideration and upon such terms and conditions as therein mentioned. The said Deed of Conveyance dated 31st December, 2012 has been registered with the Sub-Registrar of Assurances at Kalyan-1 under Serial No. KLN1-368 of 2013.

b) By and under another Deed of Conveyance dated 31st December, 2012 executed between "Premier" as the Vendor of the one part and Owner herein of the Other Part, Premiers old, conveyed and transferred in favour of the Owners herein all their right, title, interest, claim and benefit in respect of the piece and parcel of the land or ground aggregately admeasuring 195334 sq. meters or thereabouts situate lying and being at Village Usarghar, Taluka Kalyan, District Thane, more particularly described in the Part-II of Schedule A hereunder for the consideration and upon such terms and conditions as therein mentioned. The said Deed of Conveyance dated 31st December 2012 has been registered with the Sub-Registrar of Assurances at Kalyan-1 under Serial No. KLN1-369 of 2013.

c) By and under another Deed of Conveyance dated 31st December, 2012 executed between Premier as the Vendor of the one part and Owners herein of the Other Part, Premiers old, conveyed and transferred in favour of the Owners herein all their right, title, interest, claim and benefit in respect of the piece and parcel of the land or ground aggregately admeasuring 62,470 sq. meters or thereabouts situate lying and being at Village Sandap, Taluka Kalyan, District Thane, more particularly described in the Part-III of Schedule A hereunder for the consideration and upon such terms and conditions as therein mentioned. The said Deed of Conveyance dated 31st December, 2012 has been registered with the Sub-Registrar of Assurances at Kalyan-1 under Serial No. KLN1-370 of 2013.

d) All properties more particularly described in Part-I of Schedule A, Part-II of Schedule A and Part–III of Schedule A totally admeasuring 5,43,520 sq. mtrs owned by the Owners. Out of the said total area admeasuring 5,43,520 sq. mtrs, some area is acquired by Ministry of Railway and the net area admeasuring about 528350 sq. mtrs approximately is owned and possessed by the Owners which area is hereinafter referred to as **"the said Larger Property"**.

e) By his order dated 28th December 2012, the Deputy Collector and the Competent Authority has ordered for deletion of the remark "Exemption for Industrial Purpose and Transfer Prohibited" appearing on the land revenue records, inter-alia, of the Larger Property. Pursuant to the above Order, the aforesaid remark has been deleted from the 7/12 extracts of the said Larger Property.

f) The copies of certificate of title dated 29th April 2013, 13th June 2012 and 27th November 2015 issued by M/s. Hariani & Co., Advocates & Solicitors and Certificate of title dated 5th January 2013 and 22nd July 2016 issued by Advocate Sunil More with respect to land mentioned in Schedule B are hereto annexed and collectively marked as Annexure "A" respectively.

g) The copies of certificates of title both dated 5th January 2013 issued by M/s. Hariani & Co., Advocates & Solicitors with respect to land mentioned in Part-III of Schedule A are hereto annexed and collectively marked as **Annexure "B & B-1"** respectively.

h) The Owners have obtained the necessary permission for change of use of the said Larger Property from "industrial use" to "residential use".

i) The Owners are proposing to construct an integrated township project **"MY CITY PHASE-II"** in accordance with the provisions of the Maharashtra Regional Town Planning Act, 1966 ("MRTP"), in a phase wise manner, inter-alia, on the Larger Property as per Locational Clearance granted by Urban Development Department vide Notification dated 21st August, 2017 bearing No.TPS.1217/331/CR-72/17/UD-12 published in the Gazette on 7-13 September 2017. As a part of the aforesaid development, the Owners have divided the development of the Larger Property into multiple phases/ clusters/projects which shall be developed over a span of 20 years.

j) In its project called **My City Phase–II Cluster-05 – Part -I**, the Owners propose to construct/ develop residential/ commercial buildings/ tower/s (hereinafter referred to as **"the said Project"**) on land admeasuring about 16596.39 sq.mtrs. being a portion of Larger Property as more particularly described in the Schedule B hereunder written (hereinafter referred to as **"the said Property"**) as per plans approved by Mumbai Metropolitan Region Development Authority ("MMRDA") or Kalyan Dombivali Municipal Corporation ("KDMC") as may be applicable or as may be amended by the MMRDA and other

concerned authorities. The said Project forms a part of the layout Plan approved by KDMC/MMRDA vide its letter bearing No. SROT/ 27 VILLAGES/ 2401/ AMENDED/ LAYOUT/ USARGHAR-03 /VOL-II /1474 /2017 dated 17th October 2017.

k) The MMRDA has approved the building plans of the buildings/ towers to be constructed by the Owners on the said Property in the said Project and has granted Sanction of Development vide Commencement Certificate bearing No. SROT/27 VILLAGES/ 2401/ BP /USARGHAR-03/VOL-II/ 1473/ 2017 dated 17th October 2017, copy whereof is hereto annexed and marked **Annexure "C"**.

l) The MMRDA has also issued Conditional Layout Approval for the proposed integrated township project dated 23rd April 2018 bearing No. SROT/Growth Centre/2401/BP/ITP-Layout/ Usarghar-Sandap-01/670/2018 and Conditional Amended Layout Approval bearing No. SROT/Growth Centre/2401/BP/ITP-Amended Layout/USarghar-Sandap-01/173/2020 dated 3rd February 2020. The copy of Amended Layout Approval is hereto annexed and marked **Annexure "D"**.

m) The MMRDA has further granted the amended Commencement Certificate bearing No. SROT/Growth Centre/2401/BP/ITP-Usarghar & Sandap – 01/CC/174/2020 dated 03 February 2020, copy whereof is hereto annexed and marked **Annexure "E"**.

n) As per the aforesaid development permission and as a part of the aforesaid development, the Owners propose to construct/ develop on the said Property i.e. in the said Project one building with 12 towers with common podium and parking levels (hereinafter referred to as "the said Building"). The Owner has decided to develop the said Property as mentioned below:

i. The Owner has provision to construct podium apartment and may construct the same at ground, first and second podium level.

ii. The Owner proposes to construct shops/retail at ground floor.

iii. All amenities and facilities including a Club house etc. as described in **Annexure "K"** hereunder shall be used in common by the flat purchasers of the said Project.

o) Further, the Purchasers consent and acknowledge that in addition to the plans sanctioned/approved by the MMRDA/ KDMC, the Owners may propose to construct in the future utility buildings, EWS Housing, Shops, Social amenities, Recreational buildings, Institutional building and commercial buildings along with residential buildings in the township on the said Larger Property, subject to the approvals from the MMRDA and the concerned authorities.

p) The Owners shall be entitled to make any variations, alterations, amendments or deletions

in the plan approved by the concerned authority, however, the Owners shall obtain the prior consent of the flat/premises purchasers if such variations, alterations, amendments or deletion in the approved plan will adversely affect the area of the premises of the Purchaser/s. The Owners shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the said Property/Larger property, tentative layout, relocate/ realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities, as the Owners may deem fit in its sole discretion or if the same is required by the concerned authority. The consideration as mentioned in **Annexure "H"** to be paid by the Purchaser/s has been calculated inter alia on the basis that the Purchaser/s have granted their irrevocable and binding consent to make any such variations, alterations, amendments or deletions. In the event that the Purchaser/s withdraw their consent or in the event the validity of the same is challenged, then the amount of consideration under **Annexure "H"** shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Owners due to such consent not being granted to the developer.

q) As on date the said Property has been mortgaged to the Bank/Financial Institution as more particularly mentioned in **Annexure "F"** herein. The Purchaser consents that Owner reserves right to create mortgages/ encumbrances as required from time to time, save and except the right of the Purchaser/s on the said Flat / Premises. The details of such mortgages shall be disclosed in accordance with the provisions of law.

r) The Owners have appointed renowned Architect for design and Structural Engineer for the preparation of the structural designs and drawings of the buildings, other amenities and facilities including car parking spaces, who will supervise and advise till the completion of construction and the Owners accepts professional supervision of the architect and the structural engineer till the completion of the buildings.

s) The development of the said Property proposed by the Owners, has been registered as a 'real estate project' with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 3, 4 and 5 of the Real Estate (Regulation and Development) Act, 2016, ("**RERA**") read with the provisions of the 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 ("**RERA Rules**") and the Regulations. The Authority has duly issued Certificate of Registration No. P51700019035 dated 18th May 2020 ("**RERA Certificate**") for the project, and a copy of the RERA Certificate is annexed and marked as **Annexure "L"** hereto.

t) The Purchaser/s has/ have inspected the said Property prior to the execution of these presents. The Purchaser/s has/have demanded from the Owners and the Owners have given full, free and complete inspection to the Purchaser/s of all the documents of title relating to the said Property, the plans, designs and specifications prepared by the Owner's Architect, Engineers

and such other documents as are specified under the applicable provisions of Maharashtra Ownership of flats (Regulation of the Promotion of Constructions, Sale, Management and Transfer) Act, 1963 ("**MOFA**") and RERA (herein collectively referred to as the "**said Acts**") and the Rules made there under (herein collectively referred to as the "**said Rules**"). The Owners have furnished to the Purchaser/s true copies of all such documents as mentioned in the said Rules, as desired by the Purchaser/s. The Purchaser/s has/ have entered into this Agreement knowing fully well and understanding the contents and the implications thereof and has/have satisfied himself/herself/ themselves as regards the title of the Owners to the said Property and shall not make any further investigation of title and shall not raise any requisitions or objections on any matter relating thereto and that the Purchaser/s hereby fully accepts the title of the Owners to the same.

u) While sanctioning the plans, concerned local authority and/or government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Owners while developing the said Property. The Owners have accordingly commenced the construction of residential/commercial buildings/ towers in accordance with the said plans.

v) The Owners have entered and is entering and/ or will enter into separate agreements with several other prospective buyers/ persons/ purchaser/s and parties in respect of the sale of flats, shops, and other usage/premises in the buildings to be constructed by the Owners.

w) The Purchaser/s has/have applied to the Owners for allotment to the Purchaser/s on ownership basis a residential flat/ premises in the said Building to be constructed by the Owners in the said Project on the said Property, the details of which flat/premises are more particularly described in **Annexure "F"** hereto and shown by red colour outline on the plan annexed hereto as **Annexure "G"** (hereinafter referred to as the **'said Premises'**) together with the a covered (i.e. stilt/basement/ podium/ stack/ mechanically operated) car parking space OR together with the right to use the open car parking space which forms a part of the common areas of the said Building as specified in "**Annexure "F"**.

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x) The Owners alone have the sole and exclusive right to sell, lease, convey, assign, transfer, etc. the flats and premises in the said Building to be constructed by the Owners on the said Property in the said Project and to enter into agreement/s with the purchaser/s and to receive the sale consideration in respect thereof. The Purchaser/s further understands that the Owners shall in its own discretion appoint an agency to maintain, manage and control all the common areas, amenities and facilities in the said Building and for such other purposes as may be agreed upon between the Owners and the said agency.

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y) After satisfying himself/ herself/ themselves with regards to the title of the said Property and all orders, permissions, sanctions and plans, the Purchaser/s hereby agree/s to purchase from the Owners and the Owners hereby agree/s to sell and transfer to the Purchaser/s on

Ownership basis the said Premises on the terms and conditions hereinafter appearing.

z) The total consideration of the said Flat/Premises includes sale consideration for the said flat which is calculated on the basis of the carpet area and other charges and deposits detailed in **Annexure "F"** (hereinafter referred to as the **"Total Consideration"**) and the payment terms thereof are detailed in **Annexure "H"** hereto and wherein the Purchaser/s has/have agreed to pay to the Owners balance of the sale consideration and other charges and deposits in the manner hereinafter appearing.

aa) The Owners are required to execute a written agreement for sale of said Flat/Premises to the Purchaser/s under the Acts being in fact these presents and also register the said agreements under the Registration Act.

bb) The parties hereto have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

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

The Parties hereto agree that the recitals hereinabove shall form an integral part of this Agreement.

1. **Definitions:**

1.1 **"Agreement"** shall mean this Agreement together with the schedules and annexures hereto and any other deed and/or document(s) executed in pursuance thereof.

1.2 **"Apex Body"** shall mean the apex body to be formed by and consisting of the organizations formed in respect of various buildings constructed/ to be constructed in the Project or the said Larger Property, to maintain, administer and manage the Larger Property and the Project. This may be a company or a registered federation or any other management structure as permissible in law.

1.3 **"Apex Body CAM Charges"** shall have the meaning ascribed to it in Clause 11.1 below;

1.4 **"Applicable Law"** shall mean, in respect of any relevant jurisdiction, any statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing, by, any Authority whether in effect as on the date of this Agreement or thereafter and in each case as amended or modified.

1.5 **"Approvals"** shall mean and include all licenses, permits, approvals, sanctions, consents obtained / to be obtained from or granted/ to be granted by the competent Authorities in connection with the Project / Building / Flat and / or the development thereof.

1.6 **"Authority"** shall mean (i) any nation or government or any province, state or any other

political subdivision thereof; (ii) any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission or instrumentality; or (iii) any court, tribunal or arbitrator.

1.7 **"Building"** shall mean the single / multi-storied building as described Recital M herein to be / being constructed by the Owner said Property.

1.8 **"Building CAM Charges"** shall mean the buildings common area maintenance charges payable by the Purchaser inter alia for the maintenance of the Building at the time of possession as specified in **Annexure "I"**.

1.9 **"Building Conveyance"** shall have the meaning ascribed to it in Clause 18.1 below.

1.10 **"Building Protection Deposit"** shall mean the amounts specified in the **Annexure "I"**.

1.11 **"Car Parking Spaces"** shall mean and includes open/ stilt/covered/ stilt/ stack/ mechanically operated parking spaces car parking spaces

1.12 **"Carpet Area"** shall mean the net usable area of the Flat including the area covered by the internal partition walls of the Flat but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/ verandah/open terrace area or any exclusive open terrace area. Carpet area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to tolerance of +/- 3 per cent on account of structural, design and construction variances. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area.

1.13 **"Club"** shall mean any recreation facility constructed for the use of the purchasers of flats in the Project or the Larger Property.

1.14 **"Common Areas and Amenities"** shall mean the common areas and amenities as are available to and/or in respect of the Building / Larger Property, as the case may be and more particularly described at **Annexure "K"** (Common Areas and Amenities).

1.15 **"Exclusive Balcony/ Verandah / Open Terrace Area"** or "EBVT Area" shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appurtenant to the carpet area of the flat, meant for the exclusive use of the Purchaser. EBVT Area is calculated prior to application of any finishes (i.e. on bare shell basis) and is subject to tolerance of +/- 3 per cent on account of structural, design and construction variances. In case of any dispute on the measurement of EBVT Area, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of removal

and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of EBVT Area.

1.16 **"FEMA"** shall have the meaning ascribed to it in Clause 19.5 (gg) below.

1.17 **"Flat"** shall mean the unit in the Building with the Carpet Area and EBVT Area as specified at **Annexure "F"** (Flat and Purchaser's Details) and floor plan thereto (with flat shaded) annexed hereto as **Annexure "G"** (*Floor Plan*).

1.18 **"Land Conveyance"** shall have the meaning ascribed to it in Clause 18.2 below.

1.19 **"Project"** shall mean the project with RERA registration number as stated in recital (r). The Project may be part of a larger layout on the Larger Property.

1.20 **"PMC"** shall have the meaning ascribed to it in Clause 12.21 below.

1.21 **"Taxes"** shall mean and include Direct Tax and Indirect Tax.

1.22 **"Total Consideration"** shall mean the amounts payable/ agreed to be paid by the Purchaser for purchase of Flat along with other charges and deposit as set out at **Annexure "H"** (Flat and Purchasers Details).

2. **PLANS:**

The Owners shall construct/develop the said Project consisting of one building with 6 towers with common podium and parking levels on the said Property and the said building known as "CL05-06" or any other name as may be decided by the Owners(hereinafter referred to as **"the said Building"**) for residential/commercial use in accordance with the plans, designs, and specifications approved and/ or to be approved and/ or amended by the concerned local authorities from time to time and which have been seen and approved by the Purchaser/s. It is also agreed that the Owners shall be entitled to make such variations and modification as the Owners may consider necessary or as may be required by the concerned local authority/ the Government, using such present and future or proposed Floor Space Index (FSI)/ Transferable Development Rights (TDR) that may be available to the Owners, from the said concerned authority and/or such other global Floor Space Index (FSI) / (TDR) that may be available to the Owners in respect of the Larger Property. It being clearly agreed and understood by the Purchaser/s that any benefit available by way of increase in FSI/TDR, which may be increased by waiving global FSI/TDR or otherwise howsoever from the said Property/ Larger Property, shall only be for the use and utilization by the Owners, and the Purchaser/s shall have no right and/ or claim in respect of the same, whether prior to the commencement of construction or during construction or after construction having been completed until final conveyance deed or such other transfer document that may be executed in favour of the Apex Body or any other entity that may be formed in respect of the said Larger Property for conveying the land of the Larger Property,

including the infrastructure and amenities therein. The consideration as mentioned in **"Annexure "H"** to be paid by the Purchaser/s has been calculated inter alia on the basis that the Purchaser/s have granted their irrevocable and binding consent to make any such variations, alterations, amendments or deletions. In the event that the Purchaser/s withdraw their consent or in the event the validity of the same is challenged, then the amount of consideration under **"Annexure "H"** shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Owners due to such consent not being granted to the Owners.

3. **AGREEMENT:**

The Purchaser/s hereby agree/s to purchase from the Owners and the Owners hereby agree to sell to the Purchaser/s on ownership basis the said Premises more particularly described in **Annexure "F"** as well as the right to use the open areas if any attached to the said Premises as well as the common areas, amenities and facilities in the said Building and/or said Project for the sale consideration as mentioned in **Annexure "H"**.

4. **PAYMENT:**

4.1 In addition to the above sale consideration, the Purchaser/s has/have further agreed and accepted to pay the amount towards GST and/or any other taxes, charges, duties as applicable and stamp duty and registration charges/ fees, all deposit/charges for society formation, maintenance charges, charges for electricity connections/ meter, legal charges, infrastructure charges, one time infrastructure charges for club house and various other charges which has been stated under this Agreement. All these shall be paid exclusively to the Owner and which shall be a part of the total consideration. The Purchaser shall also be liable to pay in addition to the sale consideration any other new levies/ taxes/duties/surcharge/cess (direct and indirect) which becomes payable in respect of this Agreement either in future or with retrospective effect. The Owner shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the said Building is complete and the Occupation Certificate with respect to the said Flat is granted by the Municipal Corporation, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The Total Consideration and advance maintenance charges payable on the basis of the carpet area shall be recalculated at the time of handing over possession of the said Flat. It is hereby agreed that if there is any increase in the carpet area allotted to Purchaser/s, the Owner shall demand additional amount from the Purchaser/s towards Total Consideration, which shall be payable by the Purchaser/s prior to taking possession of the said Flat and if there is any reduction in the carpet area allotted to Purchaser/s, then the Promoter/Owner shall refund the excess amount paid by the Purchaser/s or adjust the same in Total Consideration due and payable by the Purchaser/s prior to taking possession of the said Flat. It is clarified that the payments to be made by the Owner/Purchaser, as the case may be, under this clause shall be made at the same rate per square feet on pro-rate/proportionate basis. Such increase or reduction in Total Consideration will be in respect

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of the differential percentage only i.e. the difference above or below 3% (three percent) variation. For the purpose of determination of actual carpet area upon construction of the said Flat, the decision of the Architect appointed for the construction of the said Building/s shall be final and binding upon the Parties. The Architect shall provide a certificate in writing determining the actual area of the said Flat. The Purchaser/s hereby agree/s to and accept/s any increase or decrease in the carpet area of the said Flat due to change in any law, rules, regulations, notifications, etc. issued by the Central Government, State Government and/or competent authorities and bodies from time to time. However, in case of such variation, the Purchaser/s shall not be entitled to take any criminal/civil action against the Promoter/Owner.

4.2 It is clarified that tax deducted at source (**"TDS"**) amount shall be paid/ deposited by the Purchaser/s to the relevant authority and said payment be reflected on the relevant government authority website and the Purchaser/s shall submit TDS certificates to the Owners. In the event of any error committed by the Purchaser/s in depositing TDS or in E-filing or in issuing TDS Certificates, the same shall be rectified by the Purchaser/s within a period of 15 (fifteen) days from the said error being brought to the notice of the Purchaser/s.

4.3 In case of any financing arrangement entered by the Purchasers with any financial institution with respect to purchase of the said Premises, the Purchasers undertake to direct such financial institution and shall ensure that such financial institution disburses/pays all the Consideration amounts due and payable to the Owners through an RTGS/ NEFT/account payee cheque/demand draft drawn in favour of **Horizon Projects Pvt Ltd**.
My City Cluster 5 RERA designated
Account no. 777705052015

4.4 The Purchaser/s shall on or before delivery of possession of the said Premises also keep deposited with the Owners the amounts mentioned in **Annexure "I"**.

4.5 The Purchaser/s hereby agrees to pay all the amounts (including interest) payable under the terms of this Agreement as and when it becomes due and payable, time for the payment of each amount being the essence of this Agreement. Dispatch of demand letter electronically or/and by post/ courier, shall be deemed as receipt of the same by the Purchaser/s, the Purchaser/s shall not claim non receipt of the demand letter as a plea or an excuse for non-payment of any amount or amounts on their respective due dates.

4.6 Time shall be the essence of contract for all payments/ deposits to be made by the Purchaser/s under this Agreement and at law. The Purchaser/s hereby agree and undertake to pay each and every installment within 15 (fifteen) days of the respective due dates as mentioned in **Annexure "H"** hereto. Without prejudice to the above, if the Purchaser/s fails to make the payment within a period of 15(fifteen) days, then and in such an event, the Purchaser/s agrees to pay to the Owners interest at the rate of the State Bank of India's Highest Marginal Cost

of Lending Rate plus 2% per annum and for continued default beyond a period of 30 (thirty) days penal interest rate as charged by SBI shall be payable in addition to the aforesaid rate on the principal and interest amount due, till such time that the payments are made. Provided however that, payment of interest shall not save the termination of this agreement by the Owners at their discretion on account of any default/breach committed by the Purchaser/s in payment of any outstanding amount or of any of the terms and conditions herein contained. It is specifically agreed that the amount received by Owners will be first appropriated towards interest receivable by the Owners. The aforesaid liability of the Purchaser/s to pay interest shall be without prejudice to the other rights, remedies and claim of the Owners under this Agreement and/or under the law.

4.7 It is expressly agreed between the Owners and the Purchaser/s that in the event of the Owners calling upon the Purchaser/s in writing to make payment of any deposits/ connection charges or any part thereof to any third party being any of the utility/ service providers, then the Purchaser/s agree to make such payment to such third party latest within 15 (fifteen) days from the date of receipt of the written notice from the Owners.

4.8 In addition to the sale consideration and the charges and deposits mentioned hereinabove, the Purchaser/s doth/do and each of them doth hereby agree/s to pay/reimburse to the Owners on demand his/her/their proportionate share of increased development charges or other charges/deposits in case the Kalyan Dombivali Municipal Corporation or the Concerned Authority/Government claims the same either due to any change in the Laws, Rules, Bye-laws or otherwise for any reason whatsoever.

4.9 The Purchaser/s further agrees, declares and undertakes that in the event of delay in payment of any installment or any other amount under this Agreement or otherwise, the Owners are entitled to raise, recover and receive the amount of interest at any point of time either during the construction of the said Premises or after the completion of the said Premises but before handing over possession of the said Premises to the Purchaser/s.

4.10 The total consideration and the deposits/charges as mentioned in this Agreement and in Annexures "H" and "I" hereto, are as per the current estimated cost for construction of the said Premises. The consideration as mentioned in **"Annexure H"** to be paid by the Purchaser/s has been calculated inter alia on the basis that the Purchaser/s have granted their irrevocable and binding consent to make any such variations, alterations, amendments or deletions. In the event that the Purchaser/s withdraw their consent or in the event the validity of the same is challenged, then the amount of total consideration under **"Annexure H"** shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Owners due to such consent not being granted to the developer.

4.11 The Purchaser agrees and understands that Owner has agreed to sell the said Flat/premises to the Purchaser on the specific assurance of the Purchaser that the Purchaser:

a. Shall make payment of the Total Consideration as per the timelines set out at **Annexure "H"**, without any delay or demur for any reason whatsoever;

b. Shall observe all the covenants, obligations and restrictions stated in this Agreement; and

c. Confirms that any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a breach of the terms of this Agreement by the Purchaser.

4.12 It is clarified and the Purchaser accords his irrevocable consent to the Owner that at their sole discretion to appropriate any payment made by him, notwithstanding any communication to the contrary, in any manner or as follows:

a. First, towards the Cheque Bouncing Charges in case of dishonour of any cheque issued by the Purchaser;

b. Secondly, towards Interest due as on the date of payment;

c. Thirdly, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration, dues and Taxes payable in respect of the said Flat/premises or any other administrative or legal expense incurred by the Owner on account of delay in payment by the Purchaser and consequential actions required to be taken by the Owner; and

d. Fourthly, towards outstanding dues including Total Consideration in respect of the said Flat/Premises under the Agreement.

Without prejudice to all other rights and remedies available in law for the purposes of this Clause and this Agreement, **"Cheque Bouncing Charges"** shall mean the charges of Rs.2000/- (Rupees Two Thousand only) payable by either Party to this Agreement on account of a cheque issued pursuant to this Agreement is not honoured for any reason whatsoever including 'insufficient funds', 'stop payment' or 'account closed'.

Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Purchaser, with regard to appropriation/ application of the payments made hereunder shall be valid or binding upon the Owner.

5. **SECURITIZATION OF THE TOTAL CONSIDERATION**

The Purchaser hereby grants his irrevocable consent to the Owner to securitize the Total Consideration and/ or part thereof and the amounts receivable by the Owner hereunder and to assign to the banks / financial Institutions the right to directly receive from the Purchasers the Total Consideration and / or part thereof and/or the amounts payable herein. It is further agreed that any such securitization shall not lead to an increase in the Total Consideration paid by the Purchaser for the said Flat/premises and any payment made by the Purchaser to the Owner and/ or any bank or financial institution nominated by the Owner in writing, shall be treated as being towards the fulfilment of the obligations of the Purchaser under this Agreement to the extent of such payment.

6. **OBLIGATIONS OF OWNERS:**

6.1 The Owners hereby agree to observe, perform and comply with all the terms and conditions, stipulations and restrictions (if any), which, may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall before handing over possession of the said Premises to the Purchaser/s, obtain from the concerned local authority, occupation/completion certificates in respect of the said Premises.

6.2 The Owners hereby declare that at present the FSI available in respect of the said Larger Property is 4.0 as per the prevailing Development Control Regulations and that no part of the said Floor Space Index has been utilized by the Owners outside the Larger Property. The FSI available on the said Larger Property in the form TDR/fungible/any extra or additional or proposed FSI is interchangeable and can be utilized for construction of various/ any clusters/buildings on any part/ entire area of the said Larger Property. The Owners hereby represent and declare that the total aggregate land owned by them is admeasuring about 5,28,350 sq. mtrs. The Owners are developing the said Larger Property as an integrated township and the said Property is a part of the said Larger Property. The Purchaser/s of the flats/ premises in the said property shall not raise any objections or claim or demand against such development on the said Larger Property.

6.3 In addition to the above, the Owners have further informed to the Purchaser/s that as per the prevailing laws, rules and regulations including Development Control Regulations the Owners are additionally entitled to purchase and load Transferable Development Right ("**TDR**") on the said Property/ Larger Property for construction purposes and the Owners shall be entitled to avail TDR in phases and carry out the construction activities on the said Property and / or the said Larger Property and on the building/s thereon as per the discretion of the Owners.

7. **DEFAULT BY THE PURCHASER/S AND THE CONSEQUENCES:**

7.1 In the event that, -

a. The Purchaser terminates this agreement for any reason whatsoever excluding any termination due to a default of the Owner under RERA, or

b. The Purchaser/s committing default in payment of any amount due and payable under this Agreement (including his/her proportionate share of property taxes levied by concerned local authority and other outgoings, deposits etc.)

c. and/ or the Purchaser/s committing breach/es of any of the terms and conditions herein contained, this Agreement shall stand terminated.

Provided always that in the above events in Clause 7.1(b) and 7.1(c), the Owner shall have given to the Purchaser/s 30 (thirty) days prior notice in writing of its intention to terminate this Agreement specifying the default in payment of amounts and/or the breach or breaches of terms and conditions of this agreement and giving the Purchaser/s an opportunity to remedy such breaches within aforesaid period of 30 (thirty) days. In the event the Purchaser

fails to remedy the breach/es, this Agreement shall stand terminated forthwith, irrespective of whether the Owner has refunded any amounts to the Purchaser. The Purchaser consents and the Parties agree that 10% of the sale consideration and all taxes paid by the Purchaser to the Owner including GST, interest due and payable for delayed payments, any stamp duty, registration fee and registration expenses, brokerage, and other costs incurred by the Owner (hereinafter referred to as the **"Retained Amounts"**) shall stand forfeited. The Owner may refund the balance sale consideration received after adjusting and retaining all the Retained Amounts and the 10% of the sale consideration for the said Flat/Premises as set out below. Pursuant to the termination of this Agreement, the refund amount shall be deemed to be due and payable to the Purchaser/s by the Owner within 30 (thirty) days from the date of execution and registration of Deed of Cancellation of this Agreement. In the event that the sale consideration paid till the date of termination is less than 10% of the sale consideration, the Owner shall be entitled to retain the entire sale consideration paid till the date of termination. It is agreed that upon such termination, the Purchaser shall within 7 (seven) days sign, execute, and register Deed of Cancellation with respect to the said Flat/Premises. In the event Purchaser fails to do so, the Owner shall be entitled to retain all amounts paid by the Purchaser and the Purchaser shall not be entitled to claim any right, title and/or interest over the said Flat/Premises. It is agreed that the Owner shall not be liable to pay to the Purchaser/s any interest on the amount refunded upon termination of this agreement. Irrespective of whether the Purchaser executed the Deed of Cancellation or received the refund amount, the Owner shall be at liberty to dispose and sell the said Flat/ Premises to such person and at such consideration as the Owner may in its absolute discretion think fit irrespective of whether any amount to be refunded to the Purchaser has been refunded. It is further expressly agreed and understood between Owner and Purchaser/s that the Owner shall not be liable to refund the amount to the Purchaser/s till such time the said Flat/Premises is sold by the Owner to the third party and have realized consideration from third party.

7.2 In the event of such termination, if the monies paid by the Purchaser are less than the total dues recoverable, then the Purchaser/s will be liable to pay the difference amount to the Owner within 7 (seven) days of such cancellation, failing which the amount would attract the interest at the rate of State Bank of India's Highest Marginal Cost of Lending Rate plus 2% and for continued default beyond a period of 30 (thirty) days penal interest rate as charged by SBI till such time that the payments are made.

7.3 The Owner shall also be entitled to adjust and retain any other amount which may be payable to the Owner by the Purchaser/s.

7.4 In the event that the Purchaser/s terminates this Agreement due to failure of the Owner to give possession of the said Flat/Premises within the period agreed herein, the Owner shall refund to the Purchaser/s the booking amount/earnest money till then paid by the Purchaser to the Owner with interest at the rate of the State Bank of India Highest Marginal Cost of

Lending Rate plus 2% p.a. It is further provided, that in such circumstances, the Purchaser/s shall not be entitled to any additional compensation, loss or damage whatsoever on account of any difference of the amount in the rate at which the Purchaser/s booked the said Flat/ Premises and the rate prevailing at the time of cancellation by the Purchaser/s. The Purchaser/s will also be liable to pay interest on any default payment as per the terms, herein contained, at the time of making accounts when the Purchaser/s has expressed his/ her/ their desire to cancel the Agreement. It is agreed by and between the Parties that the entire above-referred amount due and payable by the Purchaser/s as specified hereinabove shall be received by the Owner from the Purchaser/s till the time of such cancellation. In the event of such termination, if the monies paid by the Purchaser are less than the total dues recoverable, then the Purchaser/s will be liable to pay the difference amount to the Owner within 30 (thirty) days of the application for cancellation, failing which the amount would attract interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum and for continued default beyond a period of 30 (thirty) days penal interest rate as charged by SBI shall be payable in addition to the aforesaid rate on the principal and interest amount due, till such time that the payments are made.

7.5 If the Purchaser/s has availed of a loan from financial institutions or banks or any other lender (the "**Lender**") against the security of the said Flat/Premises for which a written NOC/ consent and approval of the Owners has been issued, then in the event of: (a) the Purchaser/s committing a default of the payment of the installments of the total consideration amount (b) the Purchaser/s deciding to cancel this Agreement, and/ or, (c) the Owners exercising its right to terminate this Agreement, the Purchaser/s shall clear the mortgage debt outstanding at the time of the said termination. The Purchaser/s shall obtain the NOC or such necessary letter and other documents including but not limited to the original registered Agreement for Sale and NOC from the Owners and receipt, etc. from the Lender stating that the Purchaser/s has/ have cleared the mortgage debt. Notwithstanding the above, the Purchaser's obligation to make the payment of the installments under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional.

7.6 It is also agreed that the Purchaser/s shall be solely responsible to ensure timely disbursement of the installments towards total consideration from the Lender. Any delay in receiving the installment from the Purchaser/s or the Lender for any reason whatsoever will entitle the Owners to charge interest on such delayed payment from the Purchaser at the rate of the State Bank of India's Highest Marginal Cost of Lending Rate plus 2% per annum and for continued default beyond a period of 30 (thirty) days penal interest rate as charged by SBI shall be payable in addition to the aforesaid rate on the principal and interest amount due, till such time that the payments are made.

8. **AMENITIES:**

The Owners have agreed to provide the amenities/ facilities in the said Premises as per details

mentioned in the **Annexure "J"**.

9. **COMMON AREAS AND RESTRICTED AREAS:**

9.1 It is expressly agreed that the Purchaser/s shall be entitled to use in common with other purchasers/ occupants in the said Building on the said Property, the common areas and facilities, the nature, extent and description of such common facilities are set out in the **Annexure "K"** hereunder written. It is hereby agreed that the areas mentioned in the **Annexure "K"** under the heading Common Areas/Facilities only shall be common areas/facilities and the Owners shall be entitled to declare all other areas as limited or restricted or reserved or exclusive common areas and facilities for one or more of the specific purchasers of premises in the said Building.

9.2 The Owners also propose to develop the Larger Property into an Integrated Township Project including the said Project and as such the Owners may be required to provide certain utility buildings, EWS housing, social amenities, institutional buildings, and other amenities/facilities/reservations on the Larger Property. The Owners are also entitled to amend the lay- out plan of the said Property and/or the said Larger Property, other approvals in accordance with prevailing provisions of law or as may be required by the Owners, including acquisition of additional plots/ property/ adjoining property/properties in the vicinity and inclusion/ amalgamation of such plots of land in the lay out plan of the said Property / Larger Property. Accordingly, pursuant to obtainment of the requisite permissions and approvals, to enhance and improve the use, enjoyment, development and living experience or for better planning/planning efficiency, the Owners will be combining and/or relocating certain reservations and amenities provided on the Larger Property to another property or from another property to the Larger Property. The Owners shall be entitled to use and undertake such development on the balance portion of the Larger Property/amalgamated property as it deems fit and proper. The Owners assure and confirm that the aforesaid changes or modifications do not and will not adversely affect the area of the Said Premises. If any additional common amenities and facilities are provided (in addition to the amenities and facilities provided in the said Property) then the Owners may, at its discretion, permit the Purchaser/s to use in common these additional common amenities facilities as per the terms and conditions that may be laid down by the Owners for the same on payment of additional costs/charges. The Purchaser shall have no right, title or interest whatsoever, on the balance portion of the Larger Property or the development being carried on the balance portion of the Larger Property.

9.3 The rights of the Owners and the Apex Body/Apex Bodies in the amenities and facilities to be developed on the said Property/Larger Property shall be decided by the Owners at its sole discretion.

9.4 The Owners have informed and the Purchaser/s have agreed that the common amenities/facilities in the said Property including amenities like club house/fitness center

and in the said Larger Property will be completed in a phased manner and the same may not be ready at the time of possession of the said Premises and the Purchaser/s hereby agree not to raise any dispute and/or make any demand in this regard at any point of time.

9.5 The Purchasers hereby agree not to object or create any hindrance to the construction/development of the Larger Property, and upon the Purchaser objecting or creating any hindrance to the same, the Owner shall be entitled to recover from the Purchaser and the Purchaser shall be liable to pay the Owner, any costs, expenses, losses and/or damages suffered by the Owner due to such objection or hindrance.

10. CLUB AND OTHER FACILITIES IN LARGER PROPERTY

10.1 The memberships of the club/fitness center or other facility shall be permitted only to the flat purchaser/flat owner and their families residing in such flat/ premises and on payment of fees as may be decided by the Owners/Project Management Agency from time to time. Similarly, the guests of the purchasers and/or the occupant occupying the flat on rent may be permitted to use club/fitness center or other facility subject to the rules and regulations framed by the Owners/PMC (as defined hereinbelow) and payment of guest charges, if any as determined by the Owners/ PMC from time to time. The terms and conditions with respect to the operation of the club/fitness center or other facility and membership of the same will be subject to the terms and conditions/ rules as may be framed and /or charges that may be levied by the Owners/PMC from time to time and the Purchaser confirms and agreed to be bound by and abide by the terms and conditions and undertakes not to raise any objections in this regard.

10.2 The right to use the facilities shall be personal to the flat purchaser in the Building and shall not be transferable in any manner to any third person or party whatsoever. The Owner may permit to the transferee of the flat upon the sale/transfer of the flat by the Purchaser/s. In the event the flat is sold/ transferred by the Purchaser/s, the membership (and all rights and obligations thereto) may be transferred to the transferee/ new owners of the flat, upon them making application for the same and agreeing to abide by the terms, rules and regulations. It is however clarified that the Owners/PMC shall be entitled to grant membership rights to such other person(s) as they may deem fit and the Purchaser shall not be entitled to object to the same.

10.3 The Purchaser/s is obliged and agrees to pay subscription and usage charges as mentioned in Annexure 1. Such subscription and usage charges shall be applicable from the date of start of operations of the Club/fitness center or the Date of Possession, whichever is later. Such subscription and usage charges shall be payable annually in advance (for following financial year) to the Owner/PMC, failing which the Purchaser/s shall not be entitled to use/ access the Club. The subscription and usage charges shall be increased on an annual basis as per Reserve Bank of India CPI inflation Rate (per cent). The Purchaser is aware that in addition to the aforesaid subscription and usage charges, the Purchaser/s shall be obliged to

and agrees to pay usage charges, if any, for specific service(s) availed of by the Purchaser, as per rates determined by Owner/PMC.

10.4 The Purchaser is aware that the Owners are not in the business of or providing services proposed to be provided by the any service providers or PMC or through the service providers or PMC. The Owners does not warrant or guarantee the use performance or otherwise of these services provided by the respective service providers or PMC. The Parties hereto agree that the Owners are not and shall not be responsible or liable in connection with any defect or the performance/non-performance or otherwise or these services provided by the respective service providers or PMC.

11. **BUILDING CAM CHARGES, APEX CAM CHARGES PROPORTIONATE SHARE OF PROPERTY TAX OF COMMON AREAS AND REIMBURSEMENT**

11.1 For the purpose of this Agreement and more specifically this Clause, Building CAM Charges shall mean the common area maintenance charges required to be borne by the Purchaser in respect of all amenities and facilities provided with respect to the Said Buildings . The Building CAM Charges shall be borne and paid by the Purchaser in common with other allottees of the Said Buildings in proportion to the carpet area of the Said Premises to the total carpet area of all the premises of the Said Buildings. Apex Body CAM Charges shall mean the common area maintenance charges to be paid by the Purchaser as set out in **Annexure "I"** hereto, in respect of amenities and facilities provided in the Larger Property including common access roads, street lights, common recreational spaces, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewage treatment plant and other common amenities, facilities and conveniences in the layout of the Larger Property. Reimbursements shall include all expenses directly or indirectly incurred by the Owner in providing or procuring services/facilities other than the said Flat/premises including but not limited to electricity deposit reimbursement, administrative expenses, legal expenses and all applicable taxes thereon.

11.2 The Owner has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes, LUC tax and other monies, levies, impositions, premiums, penalties and other outgoings, whatsoever, payable with respect to the said Project/Project Land/Said Property to the competent Authorities only till the Possession Date plus a period of 7 (seven) days as more particularly described in this clause 11 after which Purchaser/s only shall be liable to bear and pay proportionately such rates, taxes, charges etc. along with other purchasers.

11.3 Property Tax in respect of the Flat , as determined from time to time by KDMC/any other concerned authority shall be borne and paid by the Purchaser on and from the possession date regardless of whether the Purchaser takes possession of the said Flat/premises and the same shall independently paid by the Purchaser/s separately from any of other consideration/levy/charge/CAM Charges, etc..

11.4 The Purchaser also undertakes to make payment of the proportionate share of Property /Local Taxes for common area of the My City Cluster 5 for the period of 24 months simultaneously with the building CAM Charges becoming payable as per the terms stated herein.

11.5 In the event of a shortfall between the amount deposited with the Owner by the purchasers towards proportionate share of Property /Local Tax for common area and the demand raised by the authorities (Shortfall Amount), the Owner shall inform the purchasers of such shortfall and the purchasers shall be liable to ensure that the same is paid to the Owner within 15 (fifteen) days of receipt of intimation from the Owner, failing which the Purchaser shall be liable to pay interest as levied by the concerned Authorities together with late payment charge amounting to 5 per cent of the Shortfall Amount or such part of the Shortfall Amount remaining unpaid. The Owner shall not be responsible for any penalty / delay / action on account of such Shortfall Amount and the same shall entirely be to the account of the purchasers.

11.6 In case there is any surplus amount collected vis-à-vis the demand raised by the Authorities towards the property tax for the common area, the same shall be handed over to the Apex Body at time of handover of the affairs of the Apex Body to the purchasers.

12. **RIGHTS OF OWNERS:**

12.1 It is expressly agreed that the right of the Purchaser/s under this Agreement is strictly subject to the timely payments made by the Purchaser/s and is anyway only restricted to the said Premises agreed to be sold by the Owners to the Purchaser/s and all other premises and amenities in Larger Property shall be the sole property of the Owners and the Owners shall be entitled to sell, lease deal or dispose of the same without any reference or recourse or consent or concurrence from the Purchaser/s in any manner whatsoever to any third party.

12.2 The Owners shall be at liberty and be entitled to amend the lay-out plan of the said Larger Property, the building plans, other approvals for in accordance with prevailing provisions of law, including but not limited to:

a. Acquisition of additional plots/ property/ adjoining property and inclusion of such plots of land in the lay out plan of the said Larger Property and,

b. Amalgamation of the said Property/Larger Property with any adjoining plots of land.

12.3 The Purchaser/s and/or the Society/Condominium (**"the Organisation"**) /apex organisation (**"Apex Body"**) or any other body formed by the purchasers/ of the building on the said Property and/or buildings on the said Larger Property shall not have any objections to the aforesaid and the Purchaser/s hereby grants his/ her/ their irrevocable consent and no objection to the Owners to carry out the necessary acts, deeds, matters and things.

12.4 The Owner plans to construct and develop the said Property or the said Project further in the future and details of which have been certified and permitted / or will be certified and permitted under the provisions of RERA and inter alia will include the following: -
If the Floor Space Index (FSI), by whatever name or form is increased: (a) in respect of the said Property/Larger Property and/ or additional construction (i.e. more than what is envisaged at present) is possible on the said Property/ Larger Property, (b) on account of Transfer of Development Rights (TDR) (or in any other similar manner) available for being utilised or otherwise and/or if the sanctioning authorities permit the construction of additional floors/tower, then in such event, the Owners shall be entitled to construct such additional floors, tower/s as per the revised building/s plans. The Purchaser/s expressly consent/s to the same as long as the total area of the said Premises is not reduced.

12.5 The Purchaser/s expressly consent/s and confirms the irrevocable and unfettered right of the Owner to construct the said Building and other structures (if any) on the said Property/ Larger Property and/or additional floors on the said Building being constructed including additional buildings to be constructed in the future as on the said Property/Larger Property in the manner as per the permissions / approvals received from time to time, without any further or other consent or concurrence in future. These consents and confirmation shall be treated as irrevocable No Objection ("NOC") consent, permission given by the Purchaser, under sections 7 and 7A of MOFA and Section 14 of the RERA or any amendment thereto shall be deemed to have been complied herewith, to the same as long as the total area of the said Flat/ Premises is not reduced.

12.6 The Owners shall always have a right to get the benefit of additional Floor Space Index for construction from sanctioning authorities and also to make the additions, alterations, raise storey/s or put up additional structures as may be permitted by sanctioning authorities and other competent authorities and such additions structures and storey/s will be the sole and absolute property of the Owners alone.

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12.7 The Owner will be entitled to use the terrace/s including the parapet wall for any purpose including display of advertisements and sign boards and for such purpose may utilize any common facility or amenity such as water, electricity, etc. available in the said Premises to which the Purchaser/s shall not have any right to object and it is expressly agreed that the Owners shall be entitled to put a hoarding or give on lease site for cell base station and telecom towers on the said Property/Larger Property or on the buildings or any part thereof including the terrace and the said hoardings may be illuminated or comprising neon sign and for that purpose Owners are fully authorized to allow temporary or permanent construction or erection or installation either on the exterior of the building/s as the case may be and the Purchaser/s agrees not to object or dispute the same. The Purchaser/s shall not be entitled to raise any objection or claim any abatement in the total consideration of the said Premises agreed to be acquired by him/ her/ them and/ or claim any compensation or damage on the

ground of inconveniences or any other ground whatsoever from the Owners. The Owners shall be entitled to install its logo in one or more places in or upon the building/s and the Owners reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo.

12.8 The Purchaser/s hereby further agrees and covenants with the Owners to sign and execute all papers and documents in favour of the Owners or otherwise as may be necessary for the purpose of enabling the Owners to construct the aforesaid additional building/s, structures and/or additional towers/floors in accordance with the plans relating thereto or such other plans with such additions and alterations as Owners may in their sole discretion deem fit and proper and/ or for the purpose of applying for or obtaining the approval or sanction of the Municipal Corporation or any other appropriate authorities in that behalf as well as for the construction of such building/s, structures and/or additional towers/floors in the said Property and/or the Larger Property upon or after the grant of such approval or sanction relating thereto provided the size and location of the said Premises agreed to be purchased by the Purchaser/s is/ are not in any manner adversely affected. The said Purchaser/s agree/s that the said consent is irrevocable.

12.9 The Purchaser/s is/are aware and confirms that the Owner shall be entitled to complete the development of the said Property/ Larger Property in a phase wise manner.

12.10 The Purchaser/s agrees and gives his/ her/ their irrevocable consent/s to the Owners for carrying out the amendments, alterations, modifications and/ or variations to the scheme of development in respect of the said Property and/ or to the further building/s plans if any, including the layout plans, designs and elevations etc which are made available either at the Owner's office or on the website of the Real Estate Authority. Further, the Owner shall not be required to obtain consent in the following events:

a. Any minor additions or alterations.

b. Any addition or alterations to any club house, common areas, amenities, etc.

c. Any addition or alteration in compliance of any direction or order issued by the competent authority or statutory authority under any law of the State or Central Government.

12.11 The Purchaser/s irrevocably agrees not to obstruct and/ or raise any objections whatsoever and/or interfere with the Owners for carrying out amendments, alterations, modifications or variations as aforesaid or to the further building/s plans, if any, in respect of one or more floors, tower or towers and/ or building or buildings to be developed and/ or constructed that are permissible as per the provisions of law.

12.12 The Owners shall always have the right and be entitled to purchase and acquire Transfer of Development Rights from the market and consume the same on the said Property or the said Larger Property and construct additional floors, towers/ buildings/ structures make

alterations and deal with the same in the manner the Owners deems fit and proper and the Purchaser/s hereby irrevocably consent/s to the rights of the Owners mentioned above as well as the rights of the Owners to revise and modify the building plans from time to time.

12.13 The Purchaser/s is/are aware that proposed Building/ Projects may be constructed with concession in open spaces/ joint open spaces and the Owner has executed registered undertaking in favour of the Municipal Corporation. The Purchaser/s is/are aware that the Owners could have executed registered undertaking in favour of the Municipal Corporation. It is agreed between the parties that all undertaking, declaration, indemnity bond/ bonds, deeds and writing/s given/ executed by the Owners in favour of the concerned bodies/authorities in respect of the said Property and/or said Larger Property and its development shall be binding upon the Purchaser/s and Organisation/Apex Body formed of the purchaser/s of said Flat/ Premises.

12.14 In the event of the Organisation/Apex Body being formed and registered before the sale and disposal by the Owners of all the flats / Premises in the building/s, the power and authority of the Apex Body/ Organisation so formed or that of the Purchaser/s and the purchaser/s of other premises in the building/s shall be subject to the overall authority and control of the Owners in respect of any of the matters concerning the building(s), the construction and completion thereof and all the amenities pertaining to the same and in particular Owners shall have the absolute authority and control as regards the unsold flat/ Premises and disposal thereof. The Owners shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold flat/ Premises, if any. In case the Organisation is formed before the disposal by the Owners of all the flats / Premises then the Owners shall at its option (without any obligation) join in as a member in respect of such unsold flats / Premises and as and when such flats/ Premises are sold, the Organisation shall admit such purchasers as the member/s without charging any premium/ transfer fees or extra payment of any nature whatsoever.

12.15 Till the entire development of the said Larger Property is completed, the Purchaser/s shall not interfere in any manner in any work of development or construction and the Owners alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/ or any other common facilities or the amenities to be provided in the said Property and the common facilities or the amenities proposed to be provided in the Larger Property and the Purchaser/s shall have no right or interest in the enjoyment and control of the Owners in this regard.

12.16 The Purchaser/s is/are aware that the Owners will be developing the said Larger Property in a phase wise manner on such terms and conditions as the Owner may deem fit and shall be entitled to all the benefit of Floor Space Index or any such entitlements for the more beneficial and optimum use and enjoyment of the same on any part of the said Larger Property in such manner as the Owners deem fit and the Owners shall be entitled to grant, offer upon or in respect of any portion of the said Property, to any third party all such rights,

benefits, privileges, easements, etc. including right of way, right to draw from or connect to all drains, sewers, installations and/ or services in the said Property in such manner as may be desired by the Owners and the Purchaser/s expressly and irrevocably consents to the same.

12.17 The Owners shall be at liberty to sell, assign, transfer mortgage or otherwise deal with its right, title and interest in the said Larger Property or any part thereof and/ or the building/s being constructed/to be constructed thereon, provided that the same does not in any way materially prejudice the right of the Purchaser/s in respect of the said Premises which is agreed to be sold to the Purchaser/s.

12.18 In the event of the Owners having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges, etc. payable to any sanctioning authority or other authority or the Government of Maharashtra, then the same shall be reimbursed by the Purchaser/s to the Owners in proportion to the carpet area of the said Flat/ Premises or otherwise as may be determined by the Owners and non- payment of the same, shall constitute a breach of this Agreement.

12.19 The Owners shall have the right to designate any space in the said Property to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the buildings that may be developed on the said Property. The Owners shall also be entitled to designate any space in the said Property to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said Property and the building/s constructed thereon.

12.20 Under the present Agreement, the Owners have, given a bare permission to the Purchaser/s, to enjoy the common facilities like internal roads, garden, recreation, open space or otherwise of the said Property which at the sole discretion of the Owners is liable to be shifted, without giving any prior intimation and/ or notice in writing, to the Purchaser/s or otherwise, and the Purchaser/s have granted their irrevocable and binding consent to make any such shifting of common facilities and the Purchaser/s shall not be entitled for any loss, damages, costs, charges, expenses or otherwise of any nature whatsoever from the Owners or their nominees or transferees on this account.

12.21 Notwithstanding the other provisions of this Agreement, the Owners shall be solely entitled to manage themselves or to appoint any person/entity/ies or organization/s or agency/ies as **"Project Management Company"** (**"PMC"**) to manage the operation and maintenance of the building(s), the infrastructure, common amenities and/or the facilities on the said Property and/or the Larger Property for a period until the Organisation/ Apex Body is formed and the charge for maintenance is handed over to the Organisation/ Apex Body or until said Property is developed (at the complete discretion of the Owner). The Owners shall have the authority and discretion to negotiate with such PMC and to enter into and execute formal

agreement/s authorizing it/them for maintenance and management of infrastructure with it/ them. The cost incurred in appointing and operating the PMC shall be borne and paid by the occupants of the buildings that may be developed in the said Property including the Purchaser/s on a pro rata basis as part of the development and common infrastructure charges.

12.22 In such event, the Purchaser/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Owners or the PMC, including without limitation, payment of the Purchaser's share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said Property and common areas and facilities within the said Property and buildings constructed thereon and inclusive of the payment fees of the PMC. The Owners can charge separately for all facilities on the said Larger Property. The Owners shall at their own discretion convey or retain the amenities, infrastructure facilities open areas, buildings constructed on the said Larger Property.

12.23 The Owners shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the said Property and the buildings thereon, till such time as the Larger Property together with the buildings constructed thereon are transferred to the Organisation/Apex Body.

12.24 Save and except or otherwise not to reduce any area of the said Premises, the Owners shall have full and absolute discretion, to do all acts, so as to exploit full present or future or proposed residential or commercial potential (if any) of the said Property and Larger Property. The Owners shall also be entitled to use utilize and consume the development potential of the said Property and Larger Property on any portion of the said Property and Larger Property in the manner as the Owners may deem fit and proper in their absolute discretion.

12.25 The Owners may opt to develop the said Larger Property as an integrated township as per its master plan and approvals/ permissions including LOI, Layout approval etc, to be obtained from MMRDA and any other concerned authorities according to the provision of law applicable from time to time.

12.26 The Owners shall be entitled to amend, modify and/ or vary the tentative layout plan and/or building plans, and/or the specifications in respect thereof, without reducing area of the said Premises.

12.27 Notwithstanding anything contained under this agreement, in case of any conflict with the details provided in the brochures, pamphlets, literature and/or Plan and in this Agreement, the provisions of this Agreement shall prevail. The Purchaser/s confirms and consents that the Purchaser/s have purchased the said Premises solely on the basis of the terms and

conditions and representations made in this Agreement and nothing contained in any brochures, pamphlets, literature or any other material shall be binding on either Party and this Agreement supersedes all earlier documents, letters, brochures and/or oral/written representations whatsoever.

12.28 Irrespective of disputes if any, which may arise between the Owners and the Purchaser/s and/or the Organisation/ Apex Body, all amounts, contributions and deposits, including amounts payable by the Purchaser/s to Owners, under this Agreement, shall always be paid punctually by the Purchaser/s, to the Owners and shall not be withheld pending the disputes, by the Purchaser/s for any reason, whatsoever.

12.29 The Owners shall be entitled to transfer and/ or assign the benefit of additional F.S.I./ T.D.R. or any other rights of the said Property for use on any part of the larger property to any third party and/or to allow any third parties to use and/ or consume T.D.R. or any other benefits or advantages of any other properties, on the said Property, who shall be entitled to all the rights mentioned above, including to do construction mentioned above.

12.30 The Purchaser/s is/are aware that as per the present Development Rules if the FSI/ TDR of Staircase and Lift well is available for development, on payment of premium or otherwise, the Owners shall be entitled to utilize the same, either by constructing additional floors and/ or by utilizing the same in remaining buildings to be constructed on the said Property/ Larger Property and/ or on any vacant area of the said Property, and the Purchaser/s shall not object to the same by any means whatsoever.

12.31 In order to facilitate development and/or to explore total commercial/residential potential, of the said Property, Owners shall be entitled to sub divide/amalgamate the said Property with the neighboring property, and/or after sub division/ amalgamation again amalgamate/ sub-divide the said Property, and/or from time to time, apply for and obtain revised approved plans and/or ask for any modification and/or change the approved Plans, including to do such further acts, as may be necessary. It is further agreed that Purchaser/s or anybody on their behalf shall not be entitled to raise any objections against the Owners exercising their aforesaid power.

12.32 Under the present Agreement, Owners have agreed to sell and transfer only the said Premises to the Purchaser/s. The Purchaser/s hereby agree that he/ she /they shall not claim any right, title and interest in the said Property or in the said project any part thereof or in the buildings on the said Property or any part thereof, save and except the said Premises. The Purchaser/s shall have right only in respect of the said Premises agreed to be sold to him/ her/ them and only upon full payment of the total consideration and other charges and deposit, which is agreed in this Agreement.

12.33 Under the present Agreement and at this stage, Owners intend to use actual FSI and TDR

along with any additional FSI/ TDR available on payment of premium on the said Property and Plans have been approved presently only of an actual FSI of the said Property. The Owners, however, reserve their right, to use the unutilized FSI/ any other development potential/ TDR and the FSI/ any other development potential that may become available in future in accordance with provisions of law, in respect of the said Property and TDR of any other property on the said Property for construction of buildings/ additional buildings/ towers/ floors on the said Property.

12.34 The Owners shall be entitled to purchase, load, consume additional and/or balance F.S.I./ TDR now available or which may hereafter become available, under D.C. Rules or any other law for the time being in force or by reason of any special concession being granted by the Municipal Corporation or any other Authorities (including F.S.I. available in lieu of the D.P. Road, Setback Reservations Slum, Heritage, etc.) and as permissible under the applicable laws.

12.35 The Purchaser/s do hereby give their irrevocable consent and no objection to the Owners for carrying out any such additional construction on the terrace or otherwise in or upon any part of the said Property as permissible under applicable law. The Contractors or agents shall not be entitled to enter upon or have access to the terrace/s or any part thereof, save and except for the limited purpose of attending to the water tank for the purpose or cleaning or carrying out repairs thereto. The Purchaser/s hereby further gives irrevocable consent for relocation of the water tank or any other articles for the time being, to carry out such additional constructions.

12.36 The Owners shall be entitled to sell flats/premises in the said Building/the Project for being used as Bank, Dispensary, Consulting Room, Nursing Home, Coaching Classes, Legal or Accountant office and/or such other purpose permitted under the law for the time being in force. The Purchaser/s shall not object to use the flat/ Premises for such purposes.

12.37 The Owners intend to either retain or to sell the parapet walls of terrace, blank wall on the external periphery of building/s which may be constructed on the said Property (hereinafter called **"the said hoarding space"**). The retention/ sale of such hoarding space will be only for the purpose of advertisement which includes hoarding/s, any display of sign boards as well as neon lights and the Owners or the occupiers/conductor of such hoarding space shall install separate electric meter for neon lights, give any portion of the terrace to cellular phone company, dish antenna or cable operator or any other manner, so as to use and consume its entire commercial potential or putting up any overhead water tank/s thereon for their exclusive use or otherwise and the Owners/ the purchasers of the hoarding space shall also bear and pay the municipal corporation taxes and other taxes directly or through the Owners or the Organization. For the above purposes, the Owners/the purchasers of the hoarding space shall have free, unhindered and clear access to the terrace of the building/s at all times on all days of the year. The Owners or the Purchaser/s of the hoarding space shall

not contribute to any of the outgoings to the Organization. The Purchaser/s shall not object in any manner and shall co-operate with the Owners or purchaser of such hoarding space for admitting the Owners or purchaser of such hoarding space as nominal member of the Organization. This is an irrevocable written confirmation given by the Purchaser/s to the Owners or the prospective purchaser/s of such hoarding space from the Owners and also the Organization.

12.38 The Purchaser/s hereby grants their irrevocable consent to the Owners for mortgaging the Larger Property or any part thereof along with the building/s being constructed on the said Property in favour of any bank, financial institutions, body, trust persons etc., to enable the Owners to augment the fund for the Owners for development of the Larger Property or any part thereof. The Owners shall clear the mortgage debt in all respect before the execution of conveyance or other transfer document of the proportionate area of the said Property in favour of the organization to be formed of the purchaser/s in the said Buildings.

12.39 The Purchaser/s hereby also grants its irrevocable authority, permission and consent to the Owners and agrees and undertakes that:

a. The Purchaser/s shall at their sole cost and expense do and perform all necessary acts, things and matters, including signing, executing and admitting execution of all further and other deeds, documents, writings, papers, forms, applications, etc. as may be directed by the Owners and which the Owners may in their sole and absolute discretion deem fit and proper, putting into complete effect the provisions of this Agreement.

b. The Purchaser/s shall have no claim save and except the said Premises hereby agreed to be sold to him/her/them hereunder and all open spaces, parking spaces, lobbies, common space, parking stilt, podium or basement, staircases, garden, club, gymnasium, terraces, recreation spaces etc. remain the property of the Owners until the Property and the said Building/s and the said Projects on the said Property/said larger property may be transferred/ conveyed to the Organization/Apex Body as herein mentioned.

c. Unless the context otherwise suggests or warrants, all obligations, terms, conditions and liabilities herein imposed upon the Purchaser/s whether expressly or impliedly, shall be deemed to be covenant running with the said Premises and shall be binding upon the Organization/Apex Body.

d. For all or any of the purposes mentioned under this Agreement, the Owners shall be entitled to keep and/ or store any construction materials, on any portion of the said Property for carrying out additional constructions, and/ or to have additional electricity supply and/ or additional water supply and for the purpose of construction, to do all further acts, deeds, matters and things as may be necessary. It is further agreed that in such an event, the Purchaser/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/ or shall not claim any easement rights and/ or any other rights in the nature of easement or prospective or other rights of any nature

whatsoever. The Purchaser/s directly and/or indirectly, shall not do any act, deed, matter or a thing, whereby the Owners may be prevented from putting any such additional and/ or new construction and/ or shall not raise objection and/ or obstruction, hindrance or otherwise.

e. The Purchaser/s shall not take any objection on the ground of nuisance, annoyance, and/or claim any rights of easement, and/ or any rights in nature of an easement and/ or obstruction of light, air, ventilation, open space and/ or open area, and/ or on any other grounds, of any nature whatsoever and/ or shall not directly or indirectly do anything and/ or shall not ask for an injunction, and/ or prohibitory order and/ or calling the Municipal or any other authorities to issue stop work notice, and/or withdraw and/or suspend or cancel any orders passed and/or approved plans so as to prevent the Owners, or any of their nominees or transferees, from developing and/or to carry out additional construction, on the said Property and/ or on adjoining properties.

f. The Owners have provided and/or will provide certain amenities plot/area/facilities to the Municipal Corporation as per the terms of the plans approved by the Municipal Corporation. The Purchaser/s or their nominee or assignee or the Organisation/Apex Body hereby specifically and unconditionally agrees and undertakes that all the TDR/FSI and any other benefits/ advantages present or future arising out of the said amenities plot/ area/ facilities shall solely and exclusively belong to the Owners alone and Purchaser/s or their nominees or assignee hereby waive all such claim etc. Additionally, all the benefits, areas under the podium shall solely and exclusively belong to the Owners and Purchaser/s and/ or the Organization shall not raise any claim or objection on the same.

g. The Owners have further informed to the Purchaser/s that in addition to the above any additional benefits arising out of the aforesaid amenities plot by any reason whatsoever nature, the Owners will exclusively be entitled to make or use such claim or benefits/ advantages of the said amenities plot and the Purchaser/s or their nominee or assignee or the Organization will not have any claim, objection or protest of any nature at any time in future hereafter.

h. In the event of a portion of the said Property being notified for setback prior to the transfer of the said Property to the Organization, the Purchaser/s hereby specifically and unconditionally agree and undertakes that the Owners alone shall be entitled to the TDR/ FSI and any other benefits/ advantages present or future arising out of the said setback area shall solely and exclusively belong to the Owners alone and Purchaser/s or their nominees or assignee hereby waive all such claim on the same.

i. It is clearly agreed and accepted by the Purchaser/s that neither the Purchaser/s nor any of their assignee or nominee will have any claim, right, title or interest on any parts of the land, said buildings, open space, car parking(except the space allotted as per the terms of this agreement), amenities plot save and except the said Premises which is agreed to be sold under this Agreement.

j. The Owners have further informed to the Purchaser/s that the Owners will be developing the adjoining plots/ properties and Purchaser/s undertake, declare and confirm that at no point of time they or anybody on their behalf should raise any objections/ protest, claim of whatsoever nature on account of noise pollution, vibration, disturbance and like similar nature for construction and use of the aforesaid areas by the Owners.

k. It is further agreed that car parking allotment letter will be issued to the Purchaser/s at the time of handing over the possession of the said Flat/ Premises indicating the location and car parking number/s.

l. The terrace on top of the said building shall be a part of the common area/amenities available and no individual Purchaser shall have exclusive right to the same.

12.40 It is expressly agreed between the Parties that the consideration payable under **Annexure "H"** and **Annexure "I"** by the Purchaser/s is inter alia based on and arrived at after taking into consideration all the authorities, permissions and consents provided by the Purchaser/s in this Agreement. In the event that the Purchaser/s withdraw their consent or in the event the validity of the same is challenged, then the amount of consideration under **"Annexure "H"** and **Annexure "I"** shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure (including loss of business) suffered by the Owners due to such consent not being granted to the Owners.

12.41 Various terms and conditions of this Agreement shall always be read subject to the terms and conditions, mentioned in the aforesaid paragraphs.

13. **POSSESSION:**

13.1 The possession of the said Premises shall be delivered to the Purchaser/s after the said Premises is ready for handing over provided all the amounts due and payable by the Purchaser/s under this Agreement and the stamp duty and registration charges in respect of this Agreement and subsequent writings (if any) of the said Premises are duly paid by the Purchaser/s and subject to the Purchaser not being in breach of any of the terms hereof. Subject to force majeure, the Owner shall endeavor and expects to give possession of the said Premises on or before 30th September 2024 as intimated to the Purchaser/s. The possession date mentioned by the Owner in the RERA Registration Certificate is on or before 30th March 2025 (**"Possession Date"**) or the date as may be extended by RERA from time to time and for all claims/legal purposes RERA Project Completion date shall be only considered.

13.2 The Owners have informed, and the Purchaser/s have agreed that the common amenities/facilities and the car parking spaces in the said Property/Project including amenities like club house/ fitness center etc. are common for all 6 towers in the said Project and will be completed in a phased manner and hence the same may not be ready at the time of possession of the said Premises as mentioned in clause 13.1 hereinabove. However, all common

amenities/facilities to be used only by the purchasers in the said Project, will be ready with the completion of the said Project on the said Property. The common amenities/ facilities to be used in common by all purchasers in township project on the said Larger Property will be ready with the completion of the said integrated township Project "**MY CITY PHASE-II**". The Purchaser/s hereby agree not to raise any dispute in this regard at any point of time.

13.3 The Possession Date of the said Project shall be based on the issue of the last Occupation Certificate in respect of the last building of the said Project or last part thereof. The Owners shall be entitled to a grace period of (12) Twelve months beyond the aforesaid Possession Date and any further extension as may be applicable.

13.4 If the Owner is unable to or give possession of the said Flat/ Premises to the Purchaser/s in the time prescribed in 10.1 above, the Owner may by notice in writing terminate this Agreement and the only responsibility and liability of the Owner in such an event will be to pay over to the Purchaser/s such consideration as may have been paid by the Purchaser/s with interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% p.a.

13.5 The Purchaser/s agrees that the refund of the payment and the interest/damages mentioned under this Agreement constitutes the Purchaser's sole remedy in such circumstances and the Purchaser/s foregoes any and all his/ her/ their rights to claim against the Owners for any specific performance and/ or any losses, damages, costs, expenses or liability whatsoever.

13.6 The Purchaser/s shall take possession of the said Premises within 7 (Seven) days of the Owners giving written notice to the Purchaser/s intimating that the said Premises is ready for use and occupation. In the event the Purchaser/s fails and/or neglects to take possession of the said Premises within the said period, the same shall be a breach of the terms of the Agreement. Without prejudice to the Owner's right to terminate the Agreement in such an event the Owner may, in its discretion, condone the delay, and/or default by the Purchaser/s on the condition that the Purchaser/s shall, in addition to all it's other liabilities and obligations herein, including payment of all due amounts bear and pay to the owner the holding charges at the rate of Rs.10/- per square feet of the carpet area including any other charges to upkeep the said Premises after the expiry of two months from the date of offer of possession, till the Purchaser/s is/are in full compliance with its obligations under this Agreement. Notwithstanding the aforesaid, it shall be deemed that the Purchaser/s has taken possession from the expiry of the 7th day of the said written notice and this date shall be deemed to be the "Date of Possession" and all the obligations of the Purchaser/s related to the said Premises shall be deemed to be effective from the date of such Date of Possession. The Purchaser/s shall be liable to pay maintenance, outgoings and other charges, taxes from the Date of Possession irrespective as to whether Purchaser/s takes possession of the said Premises or not. In case of non-payment, Owners shall be entitled to exercise various rights, available under this Agreement. The Purchaser/s shall alone be responsible/ liable in respect any loss or damage that may be caused to the said Premises from the expiry of 7 (seven)

days from the notice of possession.

14. **FORCE MAJEURE**

14.1 Notwithstanding anything contrary contained in this Agreement the date of handing over possession/period as mentioned in Clause 13.1 hereinabove shall be extended for the period during which a force majeure event exists as under the applicable provisions of RERA and/or any other applicable laws.

14.2 A force majeure event shall include but shall not be limited to war, flood, draught, fire, cyclone, earthquake, or any other calamity caused by nature affecting the regular development if the project; any specific stay or injunction order, notice, order, rule, notification of the Government, the Municipal Corporation and/or other public or other Competent Authority or Court, Tribunal or Collector or any quasi-judicial body or authority, any legislative order or regulation or direction of the Government or Public authorities (not attributable to any action of the Owner, which is finally decided in law to be illegal), or in the event of any change in rules or order/ direction of any Court, authority or body, due to which the Owner is unable to complete the aforesaid building and/ or give possession of the said Premises to the Purchaser/s in the time prescribed in 10.1 and 10.3 above or at all or any such mitigating circumstances beyond the control of the Owners or as may be decided by the Authority.

14.3 The Parties herein agree and consent that the term 'mitigating circumstances' shall include but not be limited to the non-availability of steel, cement, other building material, water or electric supply; any change in law, notifications and/or regulations levying any onerous condition on the Owners; and/or economic downturn or labour strikes including lockout/s, or if non delivery of possession is as a result of any notice, order, rule, regulation, direction or notification of the Government and/ or any other public or Competent authority or Statutory authority or Court of Law, Tribunal or High Power Committee or on account of delay in issuance of NOC's Licenses, Occupation Certificate etc. or non-availability of essential amenities, services and facilities such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise or for any reason beyond control of the Owners including precarious financial condition of the Owners and/or economic down turn in real estate or any other industry. The Purchaser agree/s that any delay in getting possession due to any of the abovementioned reasons and/or for any reason beyond the control of the Owners, the same shall not construed as failure on the part of the Owner to give possession as per the provisions of section 8 of the MOFA or section 19 of the RERA and further agree that in the event of any delay due to such force majeure event or mitigating circumstances, such delay shall not be construed as a breach on the part of the Owners and the Purchaser/s shall not be entitled to terminate the Agreement and/or ask for the refund of the amount paid by the Purchaser to the Owners.

15. **BUILDING PROTECTION DEPOSIT**

The Purchaser/s shall, on or before the Possession Date, pay to the Owners the Building Protection deposit which shall be returned to the Purchaser after completion of fit-out/interior work by the Purchaser/s and subject to the possession policy and policy of permissible changes of the Owners.

The Purchaser hereto agrees and acknowledges that, in order to claim the return of the said Building Protection Deposit, the Purchaser shall notify the Owners about completion of all fit-out or interior works in the said Flat. On receiving this notification, the Owners representatives/ nominees shall inspect the said Flat, its immediate vicinity and attached Common Areas and Amenities like lift lobbies, etc. for compliance with possession policy and policy on permissible changes. If all changes made by the purchaser are in adherence to permissible changes policy then the Building Protection Deposit shall be returned.

In the event any violations are observed by the Owner's representatives/nominees then same shall be intimated to the Purchaser/s and the Purchaser/s shall get the same rectified within 15 (fifteen) days from the date of the said intimation at his cost and risk. In the event the Purchaser/s fails to do the same, then the Owners shall get the same rectified at cost and risk of the Purchaser/s. The Purchaser/s shall be solely responsible for all costs incurred in this regard, which shall be recovered from the Building Protection Deposit.

16. DEFECT LIABLITY

16.1 If within a period of 5 (five) years from the date of making available the said Premises to the Purchaser/s for fit out or such other minimum period as may be prescribed under the applicable laws from time to time, the Purchaser/s brings to the notice of the Owners in writing any major structural defect or defect in workmanship of the said Premises or the material used thereon (wear and tear and misuse excluded), wherever possible, such defects (unless caused by or attributable to the Purchaser/s) shall be rectified by the Owners at their own costs. Provided, if any defect or damage is found to have been caused due to any changes, renovation, carried out by the Purchaser or due to the negligent use, act or omission of the Purchaser/s or his agents or by others occupying the said Building/s, then the Owners shall not be liable for the same.

The obligation under the Defect Liability Provisions of this Agreement will be immediately discharged if any such changes are made to the following: -

a. Elevators, Water pumps, Firefighting, STP, Water treatment plant, DG, Electrical panels and other key equipment, Solar heating units, Building automation system, Public Address System (PAS).

b. Civil, Electrical, Plumbing, Waterproofing etc.

17. CAR PARKING

17.1 The Purchaser/s is/ are aware that as a part of the said Building, the Owners are constructing multilevel podiums which consist of several covered/ stilt /podium/ stack/ mechanically

operated car parking spaces and open car parking spaces to be used by the purchasers of the premises in the Building/Project.

17.2 The Owners hereby have right to sell/ allocate the closed/covered car parking space/s as indicated in **Annexure "F"** hereto (hereinafter referred to as **"the said Car Parking Space"**). The exact location of the Car Parking Space allocated to the Purchaser/s shall be as per the Owners discretion and finalized by the Owners and will be handed over at the time of handing over possession of the said Premises.

17.3 The Purchaser/s is/ are aware that only open car parking space/s (if allotted) is/are part of the building common areas and amenity with Purchaser's right of use and shall be owned by the Owner/Organization and the Purchaser's right of use such open car parking space/s shall be subject to the rules and regulations as and when framed in respect of the said Building/Project.

17.4 The Purchaser/s is/are aware that the Owners shall be allocating other car parking space/s like cover/ stilt/ podium/ stack etc. to several purchasers of the premises in the said Building to avoid any dispute between the purchasers of the flats/premises and to ensure adequate car parking for all the purchasers of the flats/premises in the said Project/said Property and the Purchaser/s undertakes not to raise any objection in that regard and the rights of Purchaser/s to raise any such objection shall be deemed to have been waived. The car parking spaces so allocated shall be confirmed by the Organisation of the flat purchasers.

17.5 The Purchaser/s hereby accords his/her/their irrevocable and unconditional consent to the Owners to sell/allocate the other car parking spaces to the purchasers of the respective flat/ Premises in the said Building. The Purchaser/s hereby confirms warrants and undertakes to use the car parking spaces so allocated to him/ her/ them for the purpose of the parking of car only and not otherwise. The Purchaser/s hereby further warrants and confirms that the Purchaser/s shall upon formation of the Organization/Apex Body, as contemplated herein, cause such Organization/Apex Body to confirm and ratify and or shall cause the Organization/Apex body not to alter or change the allocation of car parking spaces in the manner allocated by the Owners to the various purchasers (including the Purchaser/s herein) of the Premises in the Building/Projects. The allocation is for smooth functioning and to avoid disputes between the purchasers.

17.6 The Purchaser/s are aware that the car parking spaces belong to the Owner only and the same cannot be used by the Purchasers/ Ad-Hoc Committee/Proposed Societies/ Managing Committee unless acquired from the Owner under a separate allotment letter and or an Agreement in respect of covered car parking spaces is executed by the Owner. The security of Owner shall have every right to remove any such car/vehicles parked by purchasers, Ad-Hoc Committee/Society Managing Committee from site, who have parked, without obtaining such allotment letter/ Agreement. Without prejudice to the aforesaid, it will be the

personal, joint and several responsibility of members of the Adhoc Committee and/or of the Committee of an Organization, to ensure that, members and/ or the Purchaser/s do not park their cars, on any open area of the said Property, to whom, the Owner have not allotted, any car parking, and in such an event, the person committing default, along with members of the Committee, shall personally be responsible, jointly and severally, for the costs and consequences thereof. The Purchaser/s are not allowed/ entitled to use any area for car parking or otherwise unless the Owner in writing permits the same.

18. **ORGANISATION AND APEX BODYAND FINAL TRANSFER DOCUMENTS:**

18.1 The Owners shall take steps for the formation of Society under the Maharashtra Co-operative Societies Act, 1960/ condominiums under the MAO Act in respect of the Building (the **"Organization"**) as per provisions of applicable law. The Organization shall be known by such name as the Owners may in its sole discretion decide for this purpose. It is agreed and understood by the Purchaser/s that the Owner may opt, at its own discretion, to form separate Organization for each of the buildings/ towers. Within 3 months from the date of Occupation Certificate in respect of the entire said Building (i.e. last part occupation certificate of part of the said building), the Owners shall execute a Deed of Conveyance/ deed of assignment or other transfer documents(s) in favour of the Organization **(Building Conveyance)** in respect of only the structure of the Building (excluding basements and podiums of the said Building) subject to the Owners right (i) to dispose of unsold flats/premises, if any and receive the entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI, balance TDR and any additional further increase in FSI and TDR, additional FSI due to change in law or policies of any Authority on the /said Property; and (iii) to use all internal roads and all the facilities, amenities and services for such future and /or ongoing development or otherwise.

18.2 It is agreed and understood by the Parties that the Owners may, in its sole discretion form and register an apex organization (**"Apex Body"**) comprising of the various organizations formed in respect of the said Building and/or other buildings to be constructed on the said Larger Property including the Organization of the said Project referred to hereinabove after the occupancy certificate has been received for all buildings which form part of the Larger Property within 3 months from the receipt of the occupation certificate for the last building constructed in the said Larger Property, the Owner shall execute a Deed of Conveyance/ assignment or such other transfer document in favour of the Apex Body (**Land Conveyance**) in respect of all of the Owner's right, title and interest in the Larger Property subject to and excluding the Building Conveyance and also subject to the right of the Owners (i) to dispose of unsold flats/premises, if any; and receive of the entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in law or policies of any Authority on the said Larger Property; and (iii) to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or

otherwise alongwith rights to manage and administer the common areas, amenities, facilities and infrastructures and the said Property.

18.3 All individual organizations in respect of the said Building/s/ tower/s constructed on the Larger Property including the Organisation of the said Property shall become the members of such Apex Body. At the sole discretion of the Owner part or whole of any amenity and/or the land of the Larger property and amenities/facilities and infrastructure including internal roads, in respect of the Larger Property and such parts of the said Buildings which are excluded from the Building Conveyance may be conveyed to the Apex Body.

18.4 The Purchaser/s hereby agree and undertake that the Purchaser/s along with other purchasers in the Organization/ Apex Body shall be liable to pay all out of pocket expenses including stamp duty, registration charges, legal fees and all other applicable levies and taxes, administrative expenses on the Building Conveyance and Land Conveyance or any kind of document whereby ownership rights of the Building/ said Property are transferred to the Organization/Apex Body.

18.5 The Owner shall prepare and/or approve, as the case may be, Deed of Conveyance or Deed of Lease in favour of the Organization/Apex Body or the Declaration to be submitted under the MAO Act, the deeds of apartments or any and all other documents to be executed after the entire FSI /TDR in respect of the Larger Property and all other rights and benefits available now or in future in respect of the said Larger Property including incentive FSI schemes, amalgamated plots, and until all residences, flats, premises, garages and other tenements and units/ flats/ premises in all the building to be constructed on the Larger Property are sold and until all amounts are received. All costs, charges, expenses including stamp duty, registration charges and expenses in connection with the preparation and execution of the deed of conveyance/ Deed of Assignment/declaration and other documents and formation and registration of the Organizations/ Apex Body shall be borne and paid by all the purchaser/s of the various Flat/ Premises in the buildings to be constructed on the Larger Property and/ or Organization on its formation. Such amount shall be kept deposited by the Purchaser/s with the Owners at the time of taking the possession of the said Premises and shall, until utilization, remain with the Owners.

18.6 Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the said Property or the said Building or any part thereof save and except the said premises agreed to be sold to the Purchaser/s.

18.7 The Purchaser/s and the purchaser/s of the other flat/ premises shall join in the formation and registration of the Organization and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, documents and other papers and writings for the purpose of formation and registration of the Organization including the bye-laws of the Organization and duly fill in, sign and return to

the Owners within 7 (seven) days of the same being forwarded by the Owners to the Purchaser/s. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies, as the case may be or any other Competent Authority.

18.8 A Deed of Conveyance or Deed of Assignment to be executed in respect of the said Building in favour of the Organization or Declaration to be submitted under the MAO Act/ MOFA or RERA other documents in favour of the Organization shall interalia contain the following:

a. Such provisions and covenants as may be necessary for giving effect to the restrictions mentioned herein as well as the restrictions which may be imposed by the Owners for safeguarding its overall interest in the said Property and the said Building.

b. A covenant by the Purchaser/s to indemnify and keep indemnified the Owners against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein and therein.

c. The right of the Owners to full and complete access of the said Property for the construction of the additional structures/towers/floors as mentioned herein and to sell or otherwise transfer the same and appropriate the entire sale proceeds thereof and the obligation of the Organization to admit such purchaser of the flat/ Premises comprised therein as its member without charging any additional amount.

d. The Owners shall be entitled to construct site offices/ sales lounge in the said Property and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Property or any portion thereof is conveyed/ assigned to the Purchasers and shall continue until the entire Larger Property is developed;

e. Even after conveyance of the said Building the Owners shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any apartment or building or plot which is still not sold or allotted and shall be allowed to do so without any restriction or entry of the building and development of common areas;

f. The Owners shall be permitted access and entry to the Buildings and the common areas on the said Property so as to discharge the obligations of the Promoter under Section 14(3) of the Real Estate (Regulation and Development) Act;

g. The obligation of the Organization in respect of the said Building to become a member of the Apex Body as and when formed;

18.9 It is agreed and understood by the Purchaser/s that the said Project shall be deemed to be completed only upon the development of the said Project on the said Property by utilization of the fullest present or future FSI and TDR thereof and upon completion of the entire scheme of development of the said Property and on completion of the infrastructure and common areas and facilities of the said Property and the sale of buildings and until all flats/premises, parking, and other tenements and units/ flats/ premises in all the buildings to

be constructed as part of the said Project are sold and until all amounts is received. Till such time, the Owners shall not be liable and/or shall not be required to cause execution of conveyance/ transfer/ lease deed in respect of the said Building or any part thereof.

18.10 The Purchaser/s shall observe and perform all the rules and regulations and bye-laws of the Organisation and/ or the Apex Body on their formation and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the buildings on the said Property/Larger Property and the premises therein and for the performance and observance of building rules, regulations and bye-laws for the time being of the concerned local authority, government or public bodies. The Purchaser/s shall also observe and perform all the terms and stipulations laid down by the Organisation and/ or the Apex Body regarding occupation and use of the Flat/ Premises and shall pay outgoings in accordance with the terms of this Agreement.

18.11 The Owners hereby agree that they shall, before handing over possession of the said Flat/ Premises to the Purchaser/s and before execution of a conveyance/other transfer document of the said Larger Property in favour of the Apex Body to be formed by the purchaser/s of premises/units in the buildings to be constructed on the said Larger Property, make full and true disclosure of the nature of their title to the Larger Property as well as encumbrances, if any, including any right, title interest or claim of any party in or over the Larger Property, and shall, as far as practicable, ensure that the Larger Property is free from all encumbrances and that the Owners have absolute, clear and marketable title to the Larger Property so as to enable them to convey to the Apex Body such absolute, clear and marketable title on the execution of a conveyance of the of the said Property by the Owners in favour of the said Organization.

18.12 It is agreed and recorded by and between the parties hereto that at any time after the Owner executes the conveyance deed in respect of the said Building/said Property in favour of the Organisation, any additional FSI or TDR becomes available on the said Property and the Organization decides to exploit/utilize such FSI or TDR then the Organization shall appoint the Owner or any of the Owner's nominees for the development/construction with respect to such FSI or TDR on the terms and conditions mutually agreed upon by them; The Purchaser hereby gives his irrevocable consent for the same and agrees not to take any objection for the same.

19. **COVENANTS BY THE PURCHASER/S:**

19.1 The Purchaser/s shall use the said Premises or any part thereof or permit the same to be used only for the purpose of residence and shall not use the said Premises for any purpose other than for the purpose mentioned above except with the written permission of the Owners or the organization when formed. The Purchaser/s shall use the parking space only for purpose of keeping or parking the Purchaser/s' own vehicles. The Purchaser/s shall not use the open

spaces/ parking/stilt/podium area etc. for parking their vehicles without prior written permission of the Owners/ Organization as the case may be.

19.2 The Purchaser/s has/ have declared that he/ she/ they have already complied with all the requirement of Income Tax, and other concerned authorities including RBI (in case of Non Resident Indian) before entering into this Agreement for Sale with the Owners. Any breach or violation of any Acts or Rules or Laws by the Purchaser/s shall be entirely at their own cost and risk.

19.3 Notwithstanding anything contained under this Agreement, it is clearly and expressly agreed and accepted by the Purchaser/s that they shall not use any other road or access for ingress and egress to the said Building, save and except the access road as provided by the Owners.

19.4 The Purchaser/s further confirms that they have verified and inspected the approved plans and certain areas' have been demarcated as reservation and other set back and Owners have given various undertaking and writing to the Municipal Corporation and authorities which shall be binding upon the Purchaser/s and the benefits/TDR/ DRC shall be for the sole benefit of the Owners alone for which Purchaser/s have no objection for the same. The Purchaser/s is/ are aware of that proposed building is constructed with concession in open spaces/ joint open spaces and the Owners have executed registered undertaking in favour of the Municipal Corporation.

19.5 The Purchaser/s with an intention to bring all persons in whose hands the said Flat/Premises may come, doth hereby covenant with the Owners as follows:

a. To maintain the said Flat/Premises at the Purchaser's own cost in good tenantable repairs and condition from the date on which the Purchaser/s are offered access to the said Premises for carrying out interior work (irrespective of whether such offer is accepted) and shall not do or suffer to be done anything in or to the said Building in which the said Premises is situated or any common areas including but not limited to any staircase/s or any passage/s which may be against the rules, regulations or bye-laws of concerned local authority or change/ alter or make addition in or to the building and/or the said Premises or part thereof.

b. Not to store in the said Flat/Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction or structure of the said Building in which the said Flat/ Premises is situated or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors which may be damage or likely to damage the staircases, common passages or any other structure of the said Building in which the said Flat/ Premises is situated including the entrance thereof. In case any damage is caused to the said Flat/Premises or the building/s or the common areas on account of the negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

c. To carry at the Purchaser's own cost all internal repairs to the said Flat/Premises and maintain it in good condition, state and order in which it was delivered by the Owners to the Purchaser/s and shall not do or suffer to be done anything in the said Flat/Premises which is in contravention of rules, regulations and bye-laws laid down by the Owners or of the concerned local authority or other public authority.

d. Not to demolish or caused to be demolished the Flat/ Premises or any part thereof, nor at any time make or cause to be made any structural addition or alteration of whatsoever nature in or to the said Flat/Premises or any part thereof, nor alter the elevation and outside colour scheme of the said Building/s and to keep the portion, sewers, drain pipes in the flat/Premises and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support, shelter and protect the other parts of the building and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises.

e. Not to do or permit to be done any act which may render void or voidable any insurance of the said Property or the building(s) or any part thereof or whereby any increase in premium shall be payable in respect of the insurance.

f. Not to enclose the balcony area or flowerbed inside the said Premises without express written permission of the Owners.

g. To use the said Flat/Premises only for residence and not to use the said Premises for any unlawful uses or purposes, which is prohibited/ restricted in law.

h. The Purchaser/s shall not carry out any structural changes/ modification inside of the said Premises and also shall not decorate change or modify the exterior of the said Premises or any part thereof.

i. Not to carry out any illegal activity from the said Flat/ Premises which is against the interest of the Organisation/ other purchaser/s in the said Building.

j. Not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Property and the building/s thereon and not to place or keep any garbage cans, waste paper baskets in the common passage, staircases, landing or lobbies of the said Property and the building/s thereon or any part of the Larger Property.

k. Pay to the Owners within 7 (seven) days of demand by the Owners, his/her/their/its share of deposit/charges demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building/s.

l. To bear and pay increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the Municipal Corporation and/or Government and/or other public authority on account of change of user of the said Premises or otherwise.

m. To bear and pay works contract tax, GST, etc. and such other levies, if any, which may be imposed with respect to the construction on the said Property and/or any activity

whatsoever related to the said Premises by the Corporation and/or State/Central/ Government and/ or Public Authority from time to time.

n. To bear and pay increase in all local taxes, water charges, insurance premium, etc. and such other levies, if any, which may be imposed by the Corporation and/or State/ Central/ Government and/ or Public Authority and/or concerned local authority, from time to time, on account of change of user of the said Premises by the Purchaser/s.

o. Not to let, sub-let, transfer, assign, mortgage or give Power of attorney or any authority or part with the Purchaser's interest or benefit factor of this Agreement or part with the possession of the said Flat/Premises until all the dues payable by the Purchaser/s to the Owners under this agreement are fully paid up and only if the Purchaser/s has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has obtained prior written permission of the Owners. The Owners will always be entitled to and are hereby authorized to charge administrative charges, legal charges and other costs, charges and expenses pertaining to such transfer at such rates and on such other terms and conditions as the Owners may stipulate. The Purchaser/s does/do hereby agree and undertake not to oppose or object to the stipulations of such charges and/or such other terms and conditions as may be stipulated by the Owners and will forthwith pay and abide by the same.

p. Till the management of the Building is handed over to the Organisation and/or the Apex Body, the Purchaser/s shall allow the Owner/society/organization, its surveyors and agents at all reasonable times, to enter into or upon the said Flat/Premises to view and examine the state and condition thereof and to carry out repairs.

q. Not to change the external colour scheme or the pattern of the colour of the said Building.

r. Not to change exterior elevation or the outlay of the said Building/s.

s. Not to fix any grill to the Building/s or windows except in accordance with the design approved by the Owners. The split unit air conditioners should be appropriately installed in the place provided by the Owners.

t. The Purchaser/s shall not enclose their respective terrace/ balcony till the permission in writing is obtained from the concerned local authority and the Owners or the Organization as the case may be.

u. Not to carry out civil work, including, but not limited to, any work in the kitchen and bathroom/toilets wherein any work of tiling, flooring etc. which damages the waterproofing, plumbing or sanitary lines laid at site. In case the Purchaser carries out any changes, modifications or alterations by himself or his agencies then the warranty of the said items becomes null and void and the defect liability of the Owner shall be lapsed and the Purchaser is solely liable to rectify and repair the same for all the affected area within his flat and/or outside area of his flat and/or the floors below accordingly at his own costs, expenses and consequences.

v. The work of waterproofing, repair of internal leakages or repairs of any damages to flooring in the said Flat to be done only through licensed plumbing/waterproofing contractor as approved and appointed by the Owner at costs and expenses of Acquirer.

w. The Purchaser/s shall not do or suffer to be done anything in the said Premises or in the said Property or the said Building which, would be forbidden or prohibited by the rules of the concerned government authorities. In the event, the Purchaser/s commits any acts or omissions in contravention to the above, the Purchaser/s alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Owners in that behalf.

x. During the execution of interior works, the Purchaser/s shall be responsible for acts of any contractor/ workmen/ agents/ representatives and if such persons behave in any manner which is unacceptable to the Owners then such contractor/ workmen/ agents/representatives will be removed forthwith and will not be allowed to re-enter the said Flat/Premises again.

y. The Purchaser/s shall ensure that the execution of interior works in the said Premises is carried on only between 8am to 2 pm and 4 pm to 7 pm on all days of the week except Sundays.

z. The Purchaser/s shall extend full cooperation to the Owners, their agents, contractors to ensure good governance of such works.

aa. The Purchaser/s is/are further made aware that the Owners are engaged in the business of construction, development and redevelopment of immoveable properties and during the construction of the building/s on the said Property and after completion thereof, the Owners may desire to show the said Building/s and or any areas therein including but not limited to common areas to various prospective clients of the Owners including inter alia occupants of building/s which the Owners are redeveloping or proposing to redevelop and accordingly, the Owners may arrange for site visits to the said Property and the building/s thereon and may organize functions in the common areas like compound/s, terrace/s, lobby/ies, podium/s, amenities, etc. of the said Property for such purposes and the Purchaser/s either in their individual capacity or as member/s of the said Organisation shall not object thereto.

bb. The Owners may permit various consultants, service providers, financiers, manufacturers, suppliers and other third parties to publish the image of the said Property and the buildings thereon in advertisements, publications, brochures, and such other marketing and/or promotional materials as the Owners may deem fit and the Purchaser/s either in their individual capacity or as member/s of the Organisation shall not object thereto.

The Purchaser/s is/are aware of the various terms, conditions and stipulations mentioned by the KDMC/ MMRDA whilst granting various approvals for the purpose of construction of the said Property and which terms, conditions and stipulations are more particularly mentioned in the permissions granted by KDMC/MMRDA and the

Purchaser/s has/have read and understood the contents thereof and after being aware of the same in all respects has/have agreed to acquire the said Premises and is/are entering into these presents.

dd. These covenants shall be binding and operative even after the formation of the Organization/Apex Body.

ee. The Purchaser/s shall observe and perform all the rules and regulations which the Organization/Apex Body may adopt at its inception; and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the flats therein and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Organization/Apex Body regarding the occupation and use of the Flat/ Premises in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

ff. The Purchaser is aware that in order to ensure safety of the workmen and the Purchaser, the Purchaser shall not be allowed to visit the site during the time that the said Building is under construction. The Owner shall provide photographic updates of the construction progress (quarterly or half-yearly basis).

gg. The Purchaser, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s) / modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India, etc. and provide the Owner with such permission, approvals which would enable the Owner to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other Applicable Law. The Purchaser understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for action under the FEMA as amended from time to time. The Owner accepts no responsibility / liability in this regard. The Purchaser shall keep the Owner fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Owner immediately and comply with necessary formalities if any under the applicable laws. The Owner shall not be responsible towards any third party making payment / remittances on behalf of any Purchaser and such third party shall not have any right in

the application / allotment of the said Flat/premises applied for herein in any way and the Owner shall be issuing the payment receipts in favour of the Purchaser only.

hh. The Purchaser/s is/are aware that animal slaughter is not permitted in the project and Purchaser/s agree/s and undertake not to indulge in such activity.

ii. The Owner will try to maintain the uniformity of shade and colour of tiles / marble fitted for usage in the flat. However there may be variations in the same as there may be variations in the shades in batches procured from the manufacturers/suppliers from time to time. The Owner will try to procure the best possible match in such cases but the same is not legally binding on the Owner. The Purchaser/s shall not hold the Owner liable or responsible for any variations in the shades of the tiles/marble in the flat however the variation in the shade upto 10% of the tiling area is hereby accepted by the Purchaser/s and the Purchaser/s shall not raise any dispute in this regards at any point of time.

jj. The Purchaser/s agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave in appropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building/ Project/ Larger Property or the Owner or its representatives. In the event the Purchaser does or omits to do any such act, deed or thing then the Owner shall, without prejudice to any other rights or remedies available in law, have the option to the terminate this Agreement sending the Purchaser/s notice of termination.

20. SPECIAL CONDITIONS

The Owner may opt to develop an integrated township on the said Larger Property and all the terms and condition in relation thereto as mentioned hereinbelow are applicable to the flat purchasers of My City Phase-II including the Purchaser/s herein:

20.1 My City - Project Management Company

20.1.1 The Purchaser/s is aware that the said Building and the said Project shall form part of My City Phase-II. The Purchaser/s agrees and confirms that for the maintenance and management of the said Project/said Property/My City Phase-II, the Common areas and amenities of the My City Phase-II or the Larger Property may be undertaken by a separate PMC as may be decided by the Owner.

20.1.2 The Purchaser is aware that PMC shall be authorizing and entitled to charge, receive and collect from the respective purchasers of the flat (including the Purchaser herein) and/or the Organization the maintenance charges, other contributions, charges, fees, cost and expenses, as may be required in relation to the development of infrastructure and its maintenance within My City Phase-II. The Owners may by itself or through one or more external nominee/s appointed by it undertake the maintenance, management, supervision and servicing of the common amenities and facilities as well as general management and supervision of the said Project and the My City Phase-II. The Purchaser agrees not to object

at any time to the appointment of such nominee/s appointed for the maintenance, management, servicing, supervision and overall control as aforesaid.

20.1.3 The Purchaser/s along with the other purchasers of the flats shall be entitled to avail of the services to be provided or arranged by or through the PMC at the costs, charges that may be fixed by the PMC and in accordance with the terms and conditions imposed by the PMC. All common costs, charges and expenses that may be claimed by the PMC shall be to the account of and borne by the Purchasers of the units/flats/premises in the Building. These common costs shall be shared by all the purchasers on pro-rata basis determined by the Owners and/or the PMC, which determination shall be binding on the Purchaser.

20.2 **Utility Provisions**

20.2.1 In case, the Owner opt to develop an integrated township on the said Larger Property, the Purchaser hereto agrees and acknowledges that the Owner may enter into contracts with third parties to provide various services such as electricity supply, water supply, water/ sewage recycling/ treatment and supply, gas supply, garbage handling, security services, medical services, housekeeping, sewage network management, traffic management, emergency services and other general operations in respect of My City Phase-II/Larger Property (and/or lay related infrastructure thereto) to the residents of the said Project on the terms and conditions contained therein. The Owners reserves the absolute right to conduct all negotiations and finalize terms in this regard. The terms and conditions of such contracts shall be binding on all residents/ citizens of the said Project and all residents/ purchaser/ultimate organizations/apex bodies/ federations shall adhere to the same without raising any dispute thereto. The Purchaser/s has no objection to the above and waives all his rights to raise any objection.

20.2.2 The Owners shall ensure that any share of revenue / profits paid by the third parties under such contracts are paid directly to PMC and are used for activities related to the development and up-gradation of the said Project/ My City phase-II and these monies are not used for any other purpose. The Purchaser has no objection to the above and waives all his rights to raise any objection.

20.2.3 The Owners and/or PMC and/or any service provider appointed by PMC will levy charges for potable water, recycled water, electricity supply and gas consumption as per the prevailing market rates and the Purchaser/s shall make payment for the same, without delay or demur. Such payment to be made by the Purchaser to the owners and/or PMC and/or any service provider shall be exclusive and additional to the charges mentioned in Annexure "I" hereto. The Purchaser/s is aware that making timely payment for usage of these and/or related utilities is of paramount importance since the functioning of the entire development would be affected on account of non-payment by even a small number of Purchasers. The Purchaser/s agrees and confirms that any default in payment, subject to grace period of upto 30 (thirty) days, shall inter-alia result in disconnection of the concerned services and the

Owner

Purchaser/s

Purchaser/s agrees to not raise any objection to the same.

21. **WAIVER:**

Any delay tolerated or indulgence shown by the Owners in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser/s by the Owners shall not be construed as a waiver on the part of the Owners of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Owners.

22. This Agreement shall be subject to the applicable provisions of the MAO Act, MOFA, RERA and the rules thereunder for Maharashtra any other provisions of law applicable thereto or any other law applicable from time to time. The Purchaser/s hereby agrees to comply with, from time to time, all the requirements, requisitions, provisions etc. of the Applicable Laws as may be in force and/or come into force in respect of the Projects.

23. The Purchaser/s hereby agrees that in the event of any amount by way of premium or security or any charges is payable to the concerned Municipal Authority or State Government or to the Utility Companies or betterment charges or development charges, tax or security deposit or charges for the purpose of giving water connection, drainage connection and electricity connection or any other tax or payment of similar nature becoming payable by the Owners, the same shall be paid by the Purchaser/s to the Owners in proportionate to the areas of the said Flat/Premises and in determining such amount the discretions of the Owners shall be conclusive and binding upon the Purchaser/s. It is agreed that the betterment charges referred to hereinabove shall mean and include pro-rate charges which the Purchasers may be called upon to pay the Owners in respect of installation of water line, water mains, sewerage lines, electric cables, electric sub-station (if any) making and maintaining of internal road, and access to the said Property drainages, layouts, etc. till handover of the premises/units to the organization of all purchasers and this amount shall be in addition to any other amount mentioned under this Agreement.

24. It is expressly agreed that the Purchaser/s shall be entitled to common area and facilities appurtenant to the said Flat/Premises and the nature, extent and description of such common areas and facilities which the Purchaser/s will enjoy in the common areas and facilities appurtenant to the said Flat/Premises agreed to be sold to the Purchaser/s as mentioned in the Annexure "J".

25. The Purchaser/s shall not ask for any partition, and/ or division towards his/ her rights in the said Flat/Premises or the said Building in which the said Flat/Premises is situated and/ or of the said Property and/ or shall not ask for independent rights, access in the said Building and/ or in the said Property and/ or any independent agreement or any other agreement of the said Flat/Premises.

26. **OUTGOINGS:**

26.1 7 (seven) days after notice in writing is given by the Owners to the Purchaser/s that the said Flat/ Premises is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. proportion to the floor area of the said Flat) of outgoings in respect of the said Property and said Buildings including but not limited to local taxes, betterment charges and/or such other charges as levied by the concerned local authority and/ or Government, water charges, insurance, common lights, repairs and salaries of the clerk, bill collectors, watchmen, sweepers, liftman, electricians, club subscription and usage charges maintenance and upkeep of club house and all other expenses necessary and incidental to the Management and maintenance of the Property and said Building. Until the Organization is formed and the said Building is transferred to it, the Purchaser/s shall pay to the Owners whether demanded or not at all times such proportionate share of outgoings in respect of the said premises, all rates, taxes, dues, duties, impositions, outgoings, burden, water charges, insurance premium, maintenance, common lights charges, repairs, salaries of employees (bill collector, watchmen, liftman, sweeper, etc.) and all other expenses of and incidental to the management and maintenance of the said Building and club house whether the same are charged separately or as a part of maintenance bills in the manner as the Owner may determine. The Purchaser/s further agrees that till the Purchaser/s' share is so determined the Purchaser/s shall pay to the Owner provisional monthly contribution as indicated in **Annexure "I"** per month towards the outgoings charges, payable in advance for 24 months. The amounts so paid by the Purchaser/s to the Owner shall be utilized/ spent for meeting the outgoing charges in respect of the said Flat/Premises/ Project and the same shall not carry any interest and balance if any shall remain with the Owner until the formation of Organization/ Deed of conveyance is executed in favour of the Organization/ Apex Body as aforesaid, subject to the provisions of the said Acts. Only the balance of the amounts namely maintenance charges paid in advance for 24 months and share money as mentioned in **Annexure "I"** shall be paid over by the Owner to the Organization/Apex Body on hand over. The Purchaser/s undertake to pay such provisional monthly contribution and such proportionate share of outgoing regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

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26.2 The Purchaser/s agree and confirm that as from the date of delivery of possession of the said Flat/Premises, the Purchaser/s and other purchaser/s shall observe and perform all the rules and regulations of the Municipal Corporation and other statutory bodies and shall indemnify and keep indemnified the Owners against any loss or damage.

27. a) The Purchaser/s shall in addition to sale consideration mentioned in this Agreement before the delivery of possession of the said Flat/Premises, pay to the Owners the amounts also detailed in **Annexure "I"** hereto.

b) In the above payments/ deposits, if there is any increase in the rate of electricity service provider, gas services provider or any of the abovementioned items or any services, same shall be payable by the Purchaser/s before possession of the said Premises. In

addition to the above any goods and service tax and/or any other new levies/ tax or increases that may become due and payable at any time hereinafter on the aforesaid charges shall be borne and paid by the Purchaser/s alone.

c) The grill fitting in the said Premises, if any, will be done by the Purchaser/s, as per the design provided by the Owners. The Purchaser/s will have to pay extra for the grill and for fitting thereof. The Purchaser/s will not be provided a separate grill or allowed to make any change in the design or do any alteration with the grill. The Purchaser/s further undertakes not to fix or install the grill from outside of sliding window, which may damage, the elevation of the said Buildings.

d) Before taking possession of the said Premises, the Purchaser/s will inspect the said Flat/Premises and will fully and completely satisfy himself/ herself/ themselves with the said Flat/Premises in respect of the area, item of work or quality of work or the materials used for construction of the said Building and the amenities provided, and after taking possession, the Purchaser/s will not raise any claims about the area, amenities provided by the Owner/s with respect to the said Flat/Premises.

e) The Owners shall utilize the sum as referred to hereinabove for meeting all legal costs, charges including the professional cost of the Attorney/ Advocates of the Owner in connection with formation of the Organization preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the conveyance/ assignment of lease and in case of any short fall in the expenses, the Purchaser/s agree/s and accepts to pay the Owner for the same.

f) The Owner shall hand over the deposits or balance thereof to the Organisation as aforesaid. In the event of any additional amount becoming payable, the Purchaser/s shall forthwith on demand pay and deposit the difference to the Owner. The aforesaid amount/ deposit shall not carry any interest.

g) Subject to what is stated herein above, the Owners shall maintain a separate account in respect of sum received by the Owners from the Purchaser/s as advance or deposit, on account of the share capital of the Organization, outgoings, legal charges and shall utilize the same for the purposes for which they have been received.

28. **SET OFF/ ADJUSTMENT**

28.1 The Purchaser/s hereby grants to the Owner the unequivocal and irrevocable consent to recover/ set off/ adjust the amounts payable by the Purchaser/s to the Owners including the total consideration, the said charges, interest and/ or liquidated damages from the amounts if any payable by the Owner to the Purchaser/s. The Purchaser/s agrees and undertakes not to raise any objection or make any claims with regard to such adjustment/ set off and the claims, if any, of the Purchaser/s, in that regard, shall be deemed to have been waived.

29. **STAMP DUTY AND REGISTRATION:**

The stamp duty and the registration charges of and incidental to this Agreement shall be borne and paid by the Purchaser/s. The Purchaser/s shall at his/ her/ their cost and expenses,

lodge this Agreement before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice on this regard the Owner shall attend such office and admit the execution thereof.

30. **NOTICES:**

Any notice, demand letter, intimation or communication ("**Notice**") to any party hereto in connection with this Agreement shall be in writing and shall be sent to such party's contact details as mentioned in their respective description at the beginning of the agreement. Each party shall inform the other party in writing of any changes in his/its contact details. Notices shall be deemed to have been properly given, if sent through any one of the modes viz. registered letter, courier service, personal delivery e-mail or facsimile. Date of service of a notice delivered personally, by courier service or registered letter shall be the actual date of such delivery. Date of service for facsimile notice shall be the business day after sending of such facsimile and the date of service of email Notice shall be deemed to be the date on which the email has been sent by the concerned Party. The Parties hereby agree and undertakes to send/ receive any Notice to/ from the other Party by email to the email address as specified in this Agreement.

31. **INDEMNIFICATION BY THE PURCHASER/S:**

The Purchaser/s hereby indemnify and keep indemnified the Owner and hold the Owner harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional and legal fees in relation thereto) of whatsoever nature incurred or suffered by the Owner directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Owners under this Agreement; (b) any breach and/or default by the Purchaser/s in the performance of any and/or all of his/its obligations under this agreement; (c) any injury to any property(ies) or persons(s); or death of person(s); or damages to any property(ies) howsoever arising related to the use and/or occupation of the said Flat/Premises and directly or indirectly as a result of the negligence, act and/or omission of the Purchaser/s or his/her/its agents, servants, tenants, guests, invitees and/or any person or entity under his/its control; and (d) Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the said Flat/Premises.

32. **DISPUTE RESOLUTION-**

If any dispute, difference or claim arises between the parties hereto in connection with or touching this Agreement or the validity, interpretation, implementation or alleged breach of this Agreement or anything done or omitted to be done pursuant to this Agreement the parties shall attempt in the first instance to resolve the same by negotiation. If the disputes, differences or claims are not resolved by negotiation within ninety days after commencement of discussions or such longer period as the parties agreed to in writing, then either party may refer the disputes, differences or claims, to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

33. **GENERAL PROVISIONS**

a. This Agreement and all annexures as incorporated into this Agreement by reference, constitute the entire agreement between the parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Owners, any agent, employee or representative of the Owners or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser/s or made available for the Purchaser's view. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous writings, agreements, deeds, documents including sales brochures, marketing materials, models, photographs, videos, and illustrations concerning the said Premises between the parties hereto.

b. The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.

c. No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.

d. If there is more than one Purchaser named in this Agreement, all obligations hereunder of such Purchaser shall be joint and several. All communications shall be sent by the Owner to the Purchaser 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 purchasers.

e. Notwithstanding anything contained under this agreement, the Purchaser/s has/ have expressly agreed, accepted and confirmed to pay/ reimburse to the Owners immediately as and when demanded by the Owners and/or to the appropriate authorities all the present/ future/ revised/ new Property/ Municipal Tax, Goods and Service tax, Education cess, W.C.T. tax, and/ or any other levies, taxes, cess, surcharge dues, duties, fine, penalty, interest, etc which may be under any name or terminology payable and/ or may become payable due to change/ amendment in the existing laws, rules or due to implementation/ enactment of any new laws/ rules by the local bodies, State Government, Central Government or by any competent authorities. In determining such amount, the decision of the Owners shall be conclusive and binding upon the Purchaser. The Purchaser/s shall pay such amount in additions to any amount mentioned under this agreement or otherwise. On the Purchaser/s committing default in paying any of the amounts as aforesaid, the Owner shall be entitled at its own option to terminate this Agreement.

f. The Purchaser/s hereby declares that he/she/they/it has perused this Agreement entirely and all the documents related to the said Property and the said Premises and has expressly understood the contents, terms and conditions of the same and the Purchaser/s, after being fully satisfied, has entered and accepted this Agreement.

THE SCHEDULE A ABOVE REFERRED TO

(Description of the said Larger Property)

PART – I

All that piece and parcel of land or ground aggregately admeasuring **2,85,716** sq. mtrs. or thereabouts bearing Survey Nos.17/1, 17/2, 17/3A, 17/3B, 17/4, 17/5, 19 /1 to 4 , 20/ 3 to 5 , 34/1, 36/1/A, 36/1/B, 37/1, 37/2, 38/1, 38/2, 38/3, 38/4, 70/9, 70/10, 70/11, 71/1 to 4, 71/8, 91/1, 91/2, 91/3, 91/4, 91/5, 92/1, 92/2, 103/3 to 5, 103/6/A, 103/6/ B,103/7 to 13, 103/14B, 103/15 to 18, 104, 106/2, 106/3, 106/6, 107/2/ A, 107/2/B, 107/3 to 24, 107/25/A, 107/25/B, 107/26/A, 107/26/B, 108/1, 108/2, ,134/1, 134/2, 134/3, situate, lying and being at Village Usarghar, Taluka Kalyan, District Thane, forming a part of Larger Property.

PART – II

All that piece and parcel of land or ground aggregately admeasuring 1,95,334 sq. mtrs. or thereabouts bearing Survey Nos.93 (part), 103/2, 107/1, 108/3, and 109 (part), situate, lying and being at Village Usarghar, Taluka Kalyan, District Thane, forming a part of Larger Property.

PART-III

All that piece and parcel of land or ground aggregately admeasuring 62,470 sq. mts or thereabouts bearing Survey Nos. 2 and 21/1 situate, lying and being at Village Sandap, Taluka Kalyan, District Thane, forming a part of the said larger property.

THE SCHEDULE "B" ABOVE REFERRED TO:

(Description of the said Property)

All that piece and parcel of land or ground aggregately admeasuring 13756.15 sq.mtrs. or thereabouts bearing Survey Nos. 109 pt , 108/1 pt, 107/1 pt, 107/2A pt, 107/2B pt forming a part of Larger Property, situate lying and being at Village Usarghar, Taluka Kalyan, District Thane

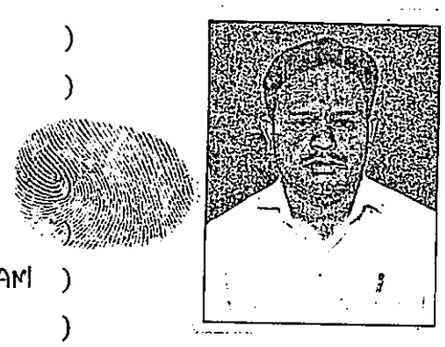
IN WITNESS WHEREOF the parties hereto have executed these presents and the duplicate hereof the day and year first hereinabove mentioned.

SIGNED SEALED AND DELIVERED)
By the within named **OWNERS**)
HORIZON PROJECTS PVT. LTD.)
By hand of its Authorized Signatory)
MR. SAURABH NATU)
his PoA Mr. Kishor Kumar Jain)
in the presence of)

For HORIZON PROJECTS PRIVATE LIMITED

AUTHORIZED SIGNATORY

1. _____)
2. _____)



SIGNED, SEALED AND DELIVERED
By the within named Purchaser/s
MR. AKHILESH SHRIRAMBAHAL GAUTAM)
_____)
_____)
_____)

in the presence of)
1. _____)
2. _____)

RECEIVED of and from the said Purchaser /s)
above named the sum of ₹. 188618 /-)
RUPEES ONE LAKH EIGHTY EIGHT THOUSAND
SIX HUNDRED EIGHTEEN **ONLY**)
as advance payment or deposit paid by the)
Purchaser/s to the Owners)

We say received
For **Horizon Projects Pvt. Ltd.**

Authorized Signatory

कल्याण – ३
Witness. 5023
1. 44 42

2.

THE SEAL OF THE JOINT SUB-REGISTRAR KALYAN-3
जि. ठाणे
Dist Thane

Owner

Purchaser/s

ANNEXURE " B"

HARIANI & CO.

(Annexure 'B')

To,

[illegible]

CERTIFICATE RELATING TO TITLE

Re: All the piece and parcel of land and [illegible] Survey No. 2 [illegible] Village [illegible], Taluka [illegible], District Thane [illegible] as "the said Property".

1. Title Documents:

For the purpose of this Certificate relating to Title, we have perused the following documents [illegible] and have relied upon the contents thereof as are correct:

a) Certified copy of 7/12 extracts for the year -
(i) [illegible] and [illegible] to [illegible] issued on 15 December 2011.
(ii) [illegible] and [illegible] to [illegible] on 7 January 2012.

b) Photocopy of the 7/12 extract for the year 2010-2011 [illegible] on 23 December 2012.

c) Photocopy of Mutation Entries No. [illegible] 203, 204, 207, 214, 216, 220, 763 and 767.

d) Original [illegible] dated 11 December 1963 bearing No. [illegible] issued by the Collector, Thane.

e) Original Order dated 3 June 1978 issued by the Additional Collector, Thane under Section 44 of Maharashtra Land Revenue Code, 1966.

f) Original Order dated 14 April 1972 bearing No. [illegible] issued by the Additional Collector, Thane under Section 44 of Maharashtra Land Revenue Code, 1966.

(g) Photocopy of order bearing No. [illegible] dated 15 July 1976 issued by the Competent Authority, Urban Land Appurtenant under section 6(1) of the Urban Land Ceiling and Regulation Act, 1976.

(h) Photocopy of [illegible] dated 13 January 1984 bearing No. ADL-1083-[illegible] issued by Under Secretary, Housing and Special Assistance Department, Government of Maharashtra under Section 20(1) of the Urban Land Ceiling and Regulation Act, 1976.

(i) Photocopy of letter dated 15 September 1986 of Deputy Secretary Maharashtra Govt addressed to The Premier Automobiles Limited.

(j) Photocopy of letter bearing No. [illegible] dated 30 December 2004 of Sub-Divisional Officer, Thane Division, Thane addressed to Talathi, [illegible].

(k) Photocopy of Certificate of Incorporation bearing [illegible] of name) dated 23 March [illegible] issued by Registrar of Companies, Maharashtra.

(l) Photocopy of letter dated 27 June 2005 of Sub-Divisional Officer, Thane Division, addressed to The Premier Automobiles Limited.

(m) Photocopy of Indenture of Mortgage dated 17 December 2005, registered with the Sub-Registrar of Assurances, Kalyan No. 6, under Serial No. [illegible] executed by Premier Limited in favour of SICOM Limited and Housing Development and Finance Corporation Limited.

(n) Photocopy of Indenture of Additional Security dated 13 December 2006, registered with the Sub-Registrar of Assurances, Kalyan under Serial No. [illegible] executed by Premier Limited in favour of SICOM Limited.

(o) Photocopy of Order dated 27 December 2006 passed by the Deputy Collector in the RTS Appeal Case No. 82A of 2006.

(p) Photocopy of Indenture of Mortgage dated 8 May 2006 registered with the Sub-Registrar of Assurances, Kalyan No. 5 under Serial No. [illegible] executed by Premier Limited in favour of SICOM Limited.

(q) Photocopy of Indenture of Additional Security dated 5 May 2006, registered with the Sub-Registrar of Assurances, Kalyan under Serial No. [illegible] executed by Premier Limited in favour of SICOM Limited.

(r) Photocopy of [illegible] of Mortgage dated 8 October 2006, registered with the Sub-Registrar of Assurances, Kalyan No. 5, under Serial No. [illegible]

executed by Premier Limited in favour of SICOM Limited and Housing Development and Finance Corporation Limited;

(s) Photocopy of Indenture of Additional Security dated 9 October 2006 registered with the Sub-Registrar of Assurances, Kalyan under serial no.4784 of 2006 executed by Premier Limited in favour of SICOM Limited.

(t) Photocopy of Judgement and Order dated 16 October 2006 passed by the Deputy Collector, Thane Division in Appeal No.TD-[illegible]/RTS-[illegible]/27 to 313 of 2006;

(u) Photocopy of RTS Appeal Case No. 5 of 2007 filed by Premier Limited before the Tahsildar;

(v) Photocopy of Order dated 3 September 2007 passed by the Tahsildar, Kalyan in RTS Appeal Case No. 5 of 2007;

(w) Photocopy of Notification bearing No. [illegible] dated 23 November 2007 of Government of Maharashtra;

(x) Photocopy of certain papers in RTS Appeal No. 604 of 2008 filed by Premier Limited before the Sub-Divisional Officer, Thane Division, Thane;

(y) Photocopy of order dated 17 April 2008 passed by the Sub-Divisional Officer Thane Division, in RTS Appeal No. 604 of 2008;

(z) Photocopy of RTS Appeal No. 82 of 2006 filed by Premier Limited before the Deputy Collector (Appeals), Thane.

(aa) Photocopy of Deed of Mortgage dated 20 May 2009 registered with the Sub-Registrar of Assurances under serial no.2549 of 2009 executed by Premier Limited in favour of Housing Development and Finance Corporation Limited.

(aa1) Photocopy of Memorandum of Entry dated 20 January 2010 executed between Premier Limited and The Federal Bank Limited.

(aa2) Photocopy of an [illegible] Agreement dated 23 July 2010 executed between SICOM Limited and Premier Limited with reports to the sanction of Inter Corporate Deposit in the form of Short Term Loan.

(aa3) Photocopy of Indenture of Mortgage dated 23 September 2010 registered with the [illegible] executed by Premier Limited in favour of Housing Development and [illegible].

(aa4) Photocopy of Order dated 13 [illegible] 2011 passed by the Deputy Collector [illegible], Thane in RTS Appeal No. 12 of 2010.

(aa5) Photocopy of New Letter No. [illegible] dated 13 May 2011 addressed to The [illegible] Bank Limited by Premier Limited.

(aa6) Photocopy of Indenture of Mortgage dated [illegible] registered with the Sub-Registrar [illegible] executed by Premier Limited in favour of SICOM Limited.

(aa7) Photocopy of certain letter in Revenue Appeal [illegible] Premier Limited before the Hon'ble Additional Commissioner [illegible] Division.

(aa8) Photocopy of two letters [illegible] Limited to Premier Limited.

(aa9) Photocopy of [illegible] and Finance Corporation Limited [illegible].

(aa10) Photocopy of [illegible] filed by the [illegible] Court in the Hon'ble [illegible].

(aa11) Photocopy of Order dated [illegible] 2011 issued by the [illegible] Commissioner of Companies, Maharashtra.

(aa12) Search Report dated [illegible] 2011 issued by [illegible] Property.

(aa13) Photocopy of Order dated 17 February 2012 issued by the [illegible] Commissioner, Konkan Division.

परिशिष्ट - ३

दस्त क्र. 9060	2023
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THE JOINT SUB-REGISTRAR KALYAN-2 Dist Thane

(xiii) Photocopy of Deed of Reconveyance dated 5 June, 2012 registered with the Sub Registrar of Assurances, Kalyan under serial no.4233 of 2012 executed by Housing Development and Finance Corporation Limited in favour of Premier Limited.

(xiv) Photocopy of letter dated 6 November 2012, addressed by Urban Development Department, Government of Maharashtra to the Deputy Collector and Competent Authority, Thane.

(xv) Photocopy of letter dated 12 November, 2012, addressed by the Deputy Collector and Competent Authority, Thane to the Premier Ltd.

(xvi) Photocopy of Revision Application filed by Premier Ltd. before the Hon'ble Minister for Revenue, State of Maharashtra on 19 September, 2012.

(xvii) Photocopy of Deed of Re-conveyance dated 21 December, 2012 registered with the Sub Registrar of Kalyan under serial no. 7233 of 2012 executed by SICOM Ltd. in favour of Premier Ltd.

(xviii) Photocopy of order bearing no. LQ/CR/[illegible]/PRO/NA 378 dated 28 December, 2012 passed by the Deputy Collector and Competent Authority.

2. Order History:

1. On perusal of the aforesaid documents and from the information furnished to us, we observe as follows:-

a. It appears that originally, Government of Maharashtra was owner of land bearing Survey No.2 situated at Village Dawlem, within the limits of Gram Panchayat/ya Kaval, Taluka Kalyan, District Thane (said Land).

b. From the 7/12 extract for the year 1963-1964 and 1969-1970 dated 16 December 2011, it appears that the said Land was described as a "depleted land". Accordingly, the remark of "depleted" was recorded in the other rights column of the 7/12 extract of the said Land. We have not been furnished with a copy of Mutation Entry No.53 and for the Certificate relating to Title, we are assuming that the remark of "depleted" was cancelled pursuant to Mutation Entry No.53.

c. Vide an order bearing no.[illegible] dated 6/11 December 1963 passed by the Collector of Thane, the said Land was granted to The Premier Automobiles Limited (PAL) on the payment of Rs.[illegible] per sq.mt. and on the other terms and conditions more particularly mentioned therein. As per the said order dated 6/11 December 1963, the said Land was to be used for industrial purpose only and could not be sold, transferred, mortgaged, leased or encumbered in any manner whatsoever and howsoever by PAL without prior written permission of the Collector. As per the said order dated 6/11 December 1963, in the event PAL transferred the said Land, the State Government was entitled to 50% unearned income. On breach of the terms and conditions mentioned therein, the said order dated 6/11 December 1963 was liable to be cancelled.

d. Pursuant to the said order dated 6/11 December 1963, Mutation Entry [illegible] dated 21 February 1964 was recorded and name of PAL was mutated as owner in the revenue records of the said Land vide "Mutation Entry bearing no. LQ/[illegible]/[illegible] dated 17 February 1964. However, we have not been furnished with a copy of order dated 17 February 1964.

e. By an order bearing no. [illegible] dated 5 June 1972 read with order dated 14 April 1972 both passed by the Collector, Thane under Section 42 read with Section 44 of Maharashtra Land Revenue Code 1966 (MLRC), the said Land was been converted from agricultural land to non-agricultural industrial use and on the terms and conditions contained therein. Certain restrictions and conditions are introduced hereunder:-

(1) Land can be used only for the purpose for which it is granted and not for any other purpose.

(2) No change in user prior permission from the Collector for constructing any further construction on land.

(3) The document was restricted to high tension use of the land which one year.

(4) The document was prohibited to change the usage of the land.

f. From the 7/12 extract for the year 1972-1974, it appears that the Maharashtra Weights and Measurements (Enforcement) Act 1958 and Indian Coinage Act, 1957 was implemented on the said Land. Further thereto, the area of the said Land was converted from 16.8 Guntas to 16.7 Acre Q.m. On the said Property, for the purpose of the Certificate relating to Title, we have assumed that the area of the said Land was converted from 7 Acres to Hectares on the basis that the 7/12

extract for the year 1973-1974 reflects an area in Hectares. However, there is no Mutation Entry referred to that effect on the 7/12 extract of the said Property.

f. By order bearing no. [illegible] dated 18 July 1978 passed by the Commissioner, Konkan Urban Agglomeration under Section 8 (1) of Urban Land (Ceiling and Regulation) Act, 1976 (ULC Act), it appears that the said Property was declared as surplus and was divided to be surrendered.

h. By order bearing no. ADL-[illegible] dated 13 January 1984 passed by Under Secretary, Housing and Special Assistance Department, Government of Maharashtra, it appears that out of the said Land admeasuring [illegible] sq. mts. situated at Village Dawlem, Taluka Kalyan and District Thane (said Land) owned by PAL was exempted under Section 20 of the ULC Act, for construction of land bank, for testing of prototypes, etc and for housing, on the terms and conditions mentioned therein. Out of the said exempted land, a portion of land admeasuring 7,71,407 sq. mts. was to be used for test track and balance land admeasuring 66,263 sq. mts. for housing. As per the said order dated 13 January 1984, prior permission of the State Government is required to be obtained, if PAL transfers the said exempted land to any person or party by way of sale, lease, mortgage or otherwise. We are not aware of the survey numbers comprising of the said exempted land as we did not have access to the exemption application. However, for the purpose of the Certificate relating to Title, we have assumed that the said Property is exempted under the aforesaid order dated 13 January 1984.

From the 7/12 dated 13 September 1988 addressed by Deputy Secretary [illegible] PAL was allowed to sell the exempted [illegible] of 16% of the [illegible] land [illegible] Government of Maharashtra [illegible] Mutation Entry No. 125 dated 3 March 2003, it appears that [illegible] the order of the Assistant Sales Tax Commissioner [illegible] dated [illegible] and Tahsildar order bearing no. [illegible] dated [illegible] 2003, the said Property was attached [illegible] of Rs.[illegible] in favour of the State Sales Tax Department and other mortgagees was stayed [illegible] information relating to the said [illegible] to be entered [illegible] without the permission of the Commissioner.

Sales Tax Maharashtra Accordingly, an attachment of the Sales Tax Department was recorded in the other rights column of the record of rights of the said Property. We have not been provided with the copies of the orders dated 19 June 2001 and 10 July 2001.

k. From Mutation Entry No. 203 dated 22 March 2004, it appears that vide an order of the Tahsildar bearing no. T-1/H.V. 184 dated 22 March 2004, the attachment of the Sales Tax Department for recovering the sum of Rs.15,02,57,529/- (Rupees Fifteen Crores Two Lakhs Fifty Seven Thousand Nine Hundred Twenty Only) was received from the records of rights of the said Property. We have not been provided with the copy of the order dated 22 March 2004 or the underlying order of Sales Tax Department creating the attachment.

l. From Mutation Entry No. 204 dated 13 April 2004, it appears that as per the order of the Assistant Sales Tax Commissioner, A-19 bearing no. 4207/2001 dated 6 April 2004 and Talaiya order bearing no. T-10571 dated 13 April 2004, an attachment for recovering the outstanding Sales Tax of a sum of Rs.4,89,91,[illegible]/- (Rupees Forty Five Crore Ninety Eight Lakhs Eighteen Thousand Three Hundred Ninety Five Only) was recorded in the other rights column of the record of rights of the said Property. We have not been provided with the copies of the orders dated 6 April 2004 and 13 April 2004. The aforesaid attachments were subsequently removed as stated in paragraph (o) herein below.

m. From Certificate of Incorporation (pertaining on change of name) dated 28 March 2003 issued by Registrar of Companies, Maharashtra, Mumbai, it appears that name of PAL was changed to Premier Limited. The effect of change of name is not reflected in the records of rights and therefore the 7/12 extract of the said Property still reflects name of PAL as the owner of the said Property.

n. By an Indenture of Mortgage dated 17 December 2003 executed by Premier Limited in favour of SICOM Limited (SICOM) and Housing Development Finance Corporation Limited (HDFC) read with Indenture of Additional Security dated 15 December 2005 executed by Premier Limited in favour of SICOM, Premier Limited has mortgaged the said Property for repayment of loans availed by it from SICOM and HDFC and on the terms and conditions contained therein. The said Indenture of Mortgage dated 17 December 2003, is registered with the Sub Registrar of Assurances, Mumbai no. 3 under serial no. 02342/2003 and the Indenture of Additional Security dated 15 December 2005 is registered with the Sub-Registrar of Assurances, Kalyan-I, under serial no. 7874/2005.

THE SEAL OF THE JOINT SUB-REGISTRAR KALYAN-3
सह दुय्यम निबंधक कल्याण - ३ यांची मुद्रा
सत्यमेव जयते
जि. ठाणे
Dist Thane

a. By an Indenture of Mortgage dated 4 May 2000 executed by Premier Limited in favour of SICOM read with Indenture of Additional Security dated 5 May 2000, executed by Premier Limited in favour of SICOM, Premier Limited has mortgaged the said Property for repayment of loans availed by it from SICOM and on the terms and conditions contained therein. The said Indenture of Mortgage dated 4 May 2000 is registered with the Sub-Registrar of Assurances, Haveli No. 5 under Serial no. 3781/2000 and the Indenture of Additional Security dated 5 May 2000 is registered with the Sub-Registrar of Assurances, Kalyan-1, under serial no. 2159/2000.

b. By an Joint Indenture of Mortgage dated 8 October 2000 executed by Premier Limited in favour of SICOM and HDFC read with Indenture of Additional Security dated 8 October, 2003 executed by Premier Limited in favour of SICOM, Premier Limited has mortgaged the said Property for repayment of loans availed by it from SICOM and HDFC and on the terms and conditions contained therein. The said Joint Indenture of Mortgage dated 8 October 2000 is registered with the Sub-Registrar of Assurances, Haveli-6, under serial no. 7984/2000 and the said Indenture of Additional Security dated 8 October 2003 is registered with the Sub-Registrar of Assurances, Kalyan-4 under serial no 4721 of 2003.

c. From Mutation Entry No. 215 dated 26 November 2005, it appears that as per order bearing no RTB/T-12/1329 dated 23 November 2005, the attachment by the Government of Maharashtra, State Tax Commissioner recorded vide an order of the Assistant State Tax Commissioner, A-10 bearing no 4000/0531 dated 8 April 2004 and as per the Yearly Order bearing no. T-15371 dated 13 April 2004) for the sum of Rs.43,09,18,356/- (Rupees Forty Five Crores Nineteen Eight Lakhs Eighteen Thousand Three Hundred and Ninety Five Only) was released. Accordingly, the attachment of Government of Maharashtra, State Tax Commissioner was removed from the other rights column of the record of rights of the said Property. We have not been provided with the copy of the order dated 23 November 2005

d. As per Resolution bearing no. ULC-1007/CR-212/A.E.C/-2 dated 23 November 2007 of Government of Maharashtra, it has been resolved that permission for transfer of the land exempted under Section 20 of the ULC Act (in which were earlier declared as vacant land in excess), being in Industrial Zone of Thane Urban Agglomeration, can be granted on payment of 100% of the market value of such land as transfer fee, to the Government of Maharashtra. The said

resolution further notifies that if such exempted land falling in industrial zone is to be utilized for residential purposes, then, such transfer fee should be equivalent to the valuation of such land as per prevailing ready reckoner rate

e. By a Deed of Mortgage dated 25 May 2009 executed by Premier Limited in favour of HDFC, Premier Limited has mortgaged the said Property for repayment of the loans availed by it from HDFC and on the terms and conditions more particularly mentioned therein. The said Deed of Mortgage is registered with the Sub-Registrar of Assurances under serial no.2549 of 2009

f. A Letter of Credit facility of Rs.20,00,00,000/- (Rupees Twenty Crores Only) was availed by Premier Ltd from The Federal Bank Limited for which the charge was created against the said Property recorded in the Memorandum of Entry dated 20 January 2012.

g. By an unregistered Agreement dated 21 July 2010, SICOM agreed to grant Inter-corporate deposit by way of Inter Corporate Deposit in the nature of Revolving Short Term Loan for tenure of six months for the sum of Rs.15,00,00,000/- (Rupees Fifteen Crores Only) to Premier Limited on terms and conditions contained therein. We are not aware whether the financial assistance of Rs.15,00,00,000/- (Rupees Fifteen Crores Only) was sanctioned and disbursed to Premier Limited.

h. By an Indenture of Mortgage dated 29 September 2010 executed by Premier Limited in favour of HDFC, Premier Limited has mortgaged the said Property for repayment of loans availed by it from HDFC and on the terms and conditions contained therein. The said Indenture of Mortgage dated 29 September 2010 is registered with the Sub-Registrar of Assurances, Kalyan-2, under serial no. 11310/2010.

i. By a letter bearing no. DEVA/HLHO dated 13 May, 2011 addressed by The Federal Bank Limited to Premier Limited, The Federal Bank Limited has confirmed in leaning to close Mortgage against the said Property.

j. By an Indenture of Mortgage dated 1 June, 2011 executed by Premier Limited in favour of SICOM, Premier Limited has mortgaged the said Property for repayment of loans availed by it from SICOM and on the terms and conditions contained therein. The said Indenture of Mortgage dated 1 June, 2011 is registered with the Sub-Registrar Kalyan-2, under serial no 6095/2011.

k. Premier Limited has filed Writ Petition No. 5701 of 2011 before the Hon'ble High Court of Judicature at Bombay, against The State of Maharashtra and Others, challenging the applicability of ULC Act to the said Property, thereby seeking declaration that the ULC Act does not apply to the said Property and for other reliefs as prayed therein. The Hon'ble High Court by an order dated 22 November 2011 has admitted the said Petition and the same is pending.

l. Vide two letters both dated 31 October 2011 issued by SICOM, SICOM has confirmed that the principal outstanding as on 30 September 2011 is (i) Rs.50,00,00,000/- (Rupees Fifty Crores Only) against loan account no. 90209, (ii) Rs. 2,00,00,000/- (Rupees Two Crores Only) against loan account no. F0554, (iii) Rs.1,50,00,000/- (Rupees One Crore Only Lakhs Only) against loan account no. F0553 and (iv) Rs. 10,00,000/- (Rupees Fifty Lakhs Only) against loan account no. F0031 thus aggregating to Rs.54,10,00,000/- (Rupees Fifty Four Crores Ten Lakhs Only). Similarly, vide a letter dated 12 October 2011 issued by HDFC, HDFC has confirmed that the total outstanding loan liability as on 30 September 2011 is Rs.25,00,00,000/- (Rupees Twenty Five Crores Only)

m. From the 7/12 extract for the year 1953 to 1953, 2000 to 2010 issued on 7 January 2012, it appears that restriction is imposed by the Government that the said Property cannot be transferred without prior permission of the Government as the land is reserved for industrial purpose and the same has been recorded in the record of rights of the said Property. For the purpose of the Certificate relating to TDS, we have assumed that the attachment seems to have been removed vide Mutation Entry No. 263.We have not been provided with copy of Mutation Entry No.263

n. By a Deed of Reconveyance dated 5 June, 2012, registered with the Sub-Registrar of Assurances under serial no.4513 of 2012, the charge of HDFC was released from the said Property, which was created pursuant to Deed of Mortgage dated 29 May 2009 registered with the Sub-Registrar of Assurances under serial no.2549 of 2009.

o. It appears from Mutation Entry No. 283 dated 19 November, 2013 that pursuant to order bearing no. ULC/DIS/KRB.-ULC/Desk/441-224 dated 7 October, 2013 passed by the Deputy Collector and Competent Authority, a remark "Exemption for industrial purposes and without prior permission transfer is restricted" was recorded in other rights column of revenue records of the said Property.

p. By an order dated 8 November, 2012, the Urban Development Department, Government of Maharashtra directed the Deputy Collector and Competent Authority, Thane to calculate the transfer fee payable and recover the same from the said Premier as per the resolution dated 23 November 2007 and the order dated 07 March 2011 and accordingly order for overturning remarks of "Exemption for industrial purpose and without prior permission transfer is restricted" as appearing in the Record of Rights of the said Property.

q. Pursuant to direction under Government Resolution dated 8 November, 2012, vide a letter dated 12 November, 2012 issued by the Deputy Collector and Competent Authority, Thane, [illegible] the said Property [illegible] in respect of the said [illegible] Property [illegible] of Revenue Department [illegible] Property [illegible] purpose and [illegible] Record of Rights of the said Property.

r. By a Deed of [illegible] dated 21 December, 2012 [illegible] with the Sub-Registrar of Assurances [illegible] under serial no. [illegible] the charge of SICOM [illegible] said Property, [illegible] dated pursuant to Deed of Mortgage dated 1 June, 2011, registered with Sub-Registrar of Assurances [illegible]

s. From order [illegible] 2013 [illegible] it appears that Government has [illegible] of computing transfer fee in respect of the said Property and communicated to Deputy Collector and Competent Authority, Thane. [illegible] the remark "Exemption for industrial purpose and without prior permission transfer is restricted" should be considered [illegible] said Property.

t. It appears from Mutation Entry No. [illegible] dated [illegible] to order bearing no. ULC/DIS/KB [illegible] December, 2013 passed by the Deputy Collector and Competent Authority, the remark "Exemption for industrial purpose and without prior permission transfer is restricted" has been deleted from the revenue records of the said Property.

u. Revenue proceedings.

a. Vide letter bearing no.1027A dated 30 December 2004, the Sub-Divisional Officer, directed Tahsildar to record the tenure of the said Property as "Shared occupancy" (i.e. new tenure). Vide letter dated 10 January 2013, Tahsildar

दस्त क्र. ७५४२ २०२३

Dist. Thane

issued directions to Talati to record the nature of the said Property as "non-agri class-II" for residential and accordingly, vide Mutation Entry No. 207 dated 12 January 2005, the change in nature of the said Property was reflected in the 7/12 extract of the said Property. We have not been furnished with a letter dated 12 January 2005.

b. By a letter dated 27 June 2005 of Sub-Divisional Officer, the Sub-Divisional Officer confirmed that the said Property is "non-agri category" land.

c. Premier Limited filed RTS/Appeal/Case no 65A of 2005 before Deputy Collector (Appeals), Thane, challenging the directions contained in the aforementioned letter dated 27 June 2005 of Sub-Divisional Officer. The Deputy Collector vide its order dated 27 December 2005 passed in these proceedings dismissed the case on the ground that the letter dated 27 June 2005 of Sub-Divisional Officer, Thane Division is not an order under Section 247 of MLRC.

d. PAL filed an Appeal vide 1021/2006/APS/2007 to 313 of 2006 before the Sub-Divisional Officer, Thane Division, challenging Mutation Entry No. 207 dated 12 January 2005 (based on which nature of the said Property is shown as NA in records of the said Property). The Sub-Divisional Officer, Thane Division under its common judgement and Order dated 18 October 2006 read with Rectification Order dated 23 October 2006, partly allowed the Appeal with a direction to Talukdar to re-examine check the Mutation Entry No.231. As such, the matter was remanded to Talukdar. Accordingly, vide Mutation Entry No. 214 dated 1 November 2006 the remark of "Class II" was deleted from the record of rights of the said Property. We have not been furnished with Rectification Order dated 23 October 2006.

e. By an order dated 3 September 2007 passed in RTS Case No.5 of 2007, the Talukdar, Kalyan (I) confirmed the Mutation Entry No. 207 dated 12 January 2005 and (II) upheld the direction contained in letter bearing no.1027A dated 30 December 2004. Accordingly, vide Mutation Entry No.220 dated 17 October 2007, the remark of "Class II" was once again recorded in the records of rights of the said Property.

f. Being aggrieved by order dated 3 September 2007, Premier Limited filed an Appeal being RTS Appeal No.604 of 2006 before the Sub-Divisional Officer, Thane Division, inter alia challenging the order dated 3 September 2007 passed by Talukdar. By an order dated 17 April 2008 the Sub-Divisional Officer, Thane

Division dismissed RTS Appeal No.604 of 2006 and upheld the order dated 3 September 2007 passed by Talukdar.

g. Being aggrieved by order dated 17 April 2008, Premier Limited preferred a RTS Appeal No.82 of 2008 before Deputy Collector (Appeals), Thane. Inter alia, challenging the said order dated 17 April 2008 passed by the Sub-Divisional Officer, Thane Division.

h. The Deputy Collector (Appeals), Thane vide its order dated 18 February 2011, dismissed the Mumbai RTS Appeal No.82 of 2008 and upheld order dated 3 September 2007 passed by Talukdar and (II) order dated 17 April 2008 passed by the Sub-Divisional Officer, subject to the clarification given in the judgement regarding necessary cess, cheque and unearned income.

Premier Limited filed a Revision Application No. 304 of 2010 before the Hon'ble Additional Commissioner, Konkan Division, Mumbai under Section 257 of the MLRC, challenging the order dated 18 February 2011 passed by the Dy. Collector (Appeals), Thane, (II) order dated 17 April 2008 passed by the Sub-Divisional Officer, Thane Division, Thane and (iii) order dated 3 September 2007 passed by Talukdar.

i. By an order dated 13 February 2012 passed by the Hon'ble Additional Commissioner, Konkan Division, the Revision Application No.304 of 2011 of Premier Limited was dismissed and (i) order dated 3 September 2007 and (ii) order dated 17 April 2008 were upheld. The said order dated 13 February 2012 held that unauthorised possession of transfer of the said Property is restored to the NA to PAL.

j. The said Order is challenged by Premier Ltd being aggrieved by the aforesaid order dated 13 February 2012 of the Hon'ble Additional Commissioner, Konkan Division, Konkan Division, Premier Ltd. has filed a Revision Application on 10 December 2012 before the Hon'ble Minister for Revenue, State of Maharashtra and the matter is pending.

10. Searches and Public Notice:

a. To investigate title of Premier Limited to the said Property, public notices were published by us in newspapers Hindustan Times and Navakaal both dated 23 November 2011, Marathi Edition, either in or otherwise, if any, in pursuance to the said public notices, we have not received any objection, if any.

b. We have carried out search in records of Registrar of Companies and as per his Report dated 13 December 2011, charge of ICICI and HDFC is recorded in respect of the said Property.

c. By RTI dated, Advocate, has carried out search of the revenue records maintained with the Sub-Divisional Officer, Kalyan with respect to the said Property and he has submitted his Search Report dated 28 December 2011.

d. The above mentioned actions are required to be carried out to make a good Property free, clear and marketable.

11. Subject to what is stated hereinabove, in our opinion, Premier Limited is the owner of the said Property and has good, clear and marketable title to the said Property.

12. General:

a. We have not visited the site on which the said Property is situated.

b. We are not responsible about the name of [illegible] or any other [illegible] pertaining to water tax [illegible] to Talati, [illegible] and [illegible] etc.

[illegible] day of January, 2013
For M/s Hariani & Co.
दस्त क्र. [illegible] 2023
Partner

THE SEAL OF THE JOINT SUB-REGISTRAR KALYAN-3
सह. दुय्यम निबंधक कल्याण - ३ यांचा शिक्का
सत्यमेव जयते
जि. ठाणे
Dist Thane

ANNEXURE "B 1"

HARIANI & CO.
ADVOCATE AND SOLICITORS

To,
Premier Primary Photo Limited
Shivam E Office Complex
Off Nav. Kalyan Bypass Highway,
Opp. Kalyan Municipal Corporation,
Kalyan (West) Thane - 421 301

Sub: Annexure "B-1"

CERTIFICATE OF MARKETABLE TITLE

Re: All the piece and parcel of land and ground bearing Gaon No. 31 Hissa No. 1 admeasuring 5 Hectares 4 Ares situated at Village Kalyan, within the limits of Greater Municipal Corporation of Kalyan, Taluka Kalyan, District Thane (hereinafter referred to as "the said Property").

1. The Documents:

For the purpose of this certificate, we have perused the following documents (which we have copies in our office, and have relied upon the statements being true and genuine):

a. Certified copy of the 7/12 extract for the year:
   (i) 1957 to 1985, 1971-1976 issued on 16 December 2011 pertaining to Survey No.31;
   (ii) 1982 to 1984 issued on 13 December 2011 pertaining to Survey No.31;
   (iii) 1954 to 1968, 1968 to 2010 issued on 7 January 2013 pertaining to the said Property.

b. Provisions of the 7/12 extract for the year 2010-2011 issued on 16 December 2012 pertaining to the said Property.

c. Photocopy of Mutation Entry Nos. 31, 80, 120, 128, 200, 202, 204, 216, 217, 2, 215, 225, 230 and 231.

d. Original invitation dated 8 March 1962 bearing No. PAN/LAP/PSR/1404 issued to the Collector, Thane Jurisdiction and enclosure.

e. Certified copy of Sale Deed dated 29 March 1990 made and entered into between Gaon Grampanchayat, Kalyan through its Sarpanch Mr. Ramchandra Gangaram Patil of the One Part and Tata Finance Authorities Limited of the Other Part, registered with the office of Sub-Registrar of Assurances, Kalyan under Serial No.2591/1990.

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(ii) Original order dated 5 June 1971 issued by the Additional Collector, Thane under Section 43 Maharashtra Land Revenue Code, 1953.

(iii) Original order dated 14 April 1972 bearing no. RB/K-U-P-SR/471 issued by the Additional Collector, Thane under Section 44 of Maharashtra Land Revenue Code 1966.

(iv) Photocopy of order bearing no. MUD/TULAN/CR-232, dated 15 July 1976 issued by the Competent Authority, Ulhasnagar Urban Agglomeration under Section 8(4) of the Urban Land (Ceiling and Regulation) Act, 1976.

(v) Original Agreement dated 19 September 1984 made and entered into between The Premier Automobiles Limited of the One Part and the Executive Engineer, Maharashtra State Electricity Board Projects of the Other Part.

(vi) Photocopy of order dated 13 January 1984 bearing no. ULC-1087/1273/D-IV issued by Under Secretary, Housing and Special Assistance Department, Government of Maharashtra under Section 20 (1) (a) of the Urban Land (Ceiling and Regulation) Act, 1976.

(vii) Photocopy of Deed of Conveyance dated 27 May 1986 made and entered into between The Premier Automobiles Limited of the One Part and RM, Projects Limited of the Other Part.

(viii) Photocopy of Indenture dated 30 September 1986 in respect of Deed of Conveyance dated 27 May 1986.

(ix) Photocopy of letter dated 19 September 1988 of Deputy Secretary, Manpower Suits and Hotel to The Premier Automobiles Limited.

(x) Photocopy of letter bearing No.LQ/TA dated 30 December 2004 of Sub-Divisional Officer, Thane Division, Thane addressed to Tahsildar, Kalyan.

(xi) Photocopy of Certificate of Incorporation consequent on change of name dated 24 March 2006 issued by Registrar of Companies, Maharashtra, Mumbai.

(xii) Photocopy of letter dated 27 June 2006 of Sub-Divisional Officer, Thane Division, addressed to The Premier Automobiles Limited.

(xiii) Photocopy of Indenture of Mortgage dated 27 December 2006, registered with the Sub Registrar of Assurances, Hawel No. 4, under Serial No. 9204/2006

executed by Premier Limited in favour of SICOM Limited and Housing Development and Finance Corporation Limited.

(xiv) Photocopy of Indenture of Additional Security dated 18 December 2006, registered with the Sub-Registrar of Assurances, Kalyan-1 under Serial No 7215/2006 executed by Premier Limited in favour of SICOM Limited.

(xv) Photocopy of order dated 27 December 2006 passed by the Deputy Collector in the RTS Appeal Case No. 124 of 2006.

(xvi) Photocopy of Indenture of Mortgage dated 4 May 2006, registered with the Sub-Registrar of Assurances, Hawel No 5 under Serial No. 3781/2006 executed by Premier Limited in favour of SICOM Limited.

(xvii) Photocopy of Indenture of Additional Security dated 5 May 2006 registered with the Sub-Registrar of Assurances, Kalyan-4 under Serial No. 2150/2006 executed by Premier Limited in favour of SICOM Limited.

(xviii) Photocopy of Joint Indenture of Mortgage dated 9 October 2006, registered with the Sub-Registrar of Assurances Hawel No. 8, under Serial No. 7947/2006 executed by Premier Limited in favour of SICOM Limited and Housing Development and Finance Corporation Limited.

(xix) Photocopy of Indenture of Additional Security dated 9 October, 2006 registered with the Sub-Registrar of Assurances, Kalyan-4 under Serial no 4754 of 2006 executed by Premier Limited in favour of SICOM Limited.

(xx) Photocopy of common Judgement and Order dated 19 October 2006 passed by the Sub-Divisional Officer, Thane Division in Appeal Nos.TDO/Land/APP/2006/97 to 313 of 2006.

(xxi) Photocopy of RTS Appeal Case No. 5 of 2007 filed by Premier Limited before the Tahsildar.

(xxii) Photocopy of order dated 3 September 2007 passed by the Tahsildar, Kalyan in RTS Appeal Case No. 5 of 2007;

(xxiii) Photocopy of Resolution bearing no. ULC-1087/CR-222/A/Cell-2 dated 23 November 2007 of Government of Maharashtra;

(xxiv) Photocopy of Indenture of Mortgage dated 17 December 2008, registered with the Sub Registrar of Assurances, Kalyan-1 under Serial No. 7215/2008 executed by Premier Limited in favour of SICOM Limited.

(xxv) Photocopy of order dated 17 April 2008 passed by the Sub Divisional Officer, Thane Division, in RTS Appeal No. 424 of 2006.

(xxvi) Photocopy of RTS Appeal No. 83 of 2008 filed by Premier Limited before the Deputy Collector (Appeals), Thane.

(xxvii) Photocopy of Deed of Mortgage dated 20 May 2009 registered with the Sub-Registrar of Assurances under serial no.2149 of 2009 executed by Premier Limited in favour of Housing Development and Finance Corporation Limited.

(xxviii) Photocopy of Memorandum of Entry dated 22 January 2010 executed between Premier Limited and The Federal Bank Limited.

(xxix) Photocopy of an amended Agreement dated 21 July 2010 executed between SICOM Limited and Premier Limited with respect to the transfer of our Corporate Deposit in the form of Short Term Loan.

(xxx) Photocopy of Indenture of Mortgage dated 20 September 2010, registered with the Sub-Registrar of Assurances, Kalyan-2 on 1 December 2010, under Serial number 10200/2010 executed by Premier Limited in favour of Housing Development and Finance Corporation Limited.

(xxxi) Photocopy of Order dated 15 February 2011 passed by the Deputy Collector (Appeals), Thane in RTS Appeal No. 83 of 2008.

(xxxii) Photocopy of letter bearing No. QTA/PLN-D dated 13 May 2011 addressed by The Federal Bank Limited to Premier Limited.

(xxxiii) Photocopy of Indenture of Mortgage dated 1 June, 2011 registered with the Sub-Registrar of Assurances, Kalyan-2 under serial no.6193/2011 executed by Premier Limited in favour of SICOM Limited.

(xxxiv) Photocopy of Revision Application No. 206 of 2011 filed by Premier Limited before the Hon'ble Additional Commissioner, Konkan Division, Mumbai.

(xxxv) Photocopy of two letters both dated 18 October 2011 addressed by Federal Limited to Premier Limited.

(a) Photocopy of [illegible] 2011 accepted by Housing Development and Finance Corporation Limited;

(b) Photocopy of [illegible] filed by Premier Limited before the Hon'ble High Court of Judicature at Bombay;

(c) Photocopy of order dated 22 November 2011 passed by the Hon'ble High Court in [illegible] of 2011;

(d) Search Report dated 18 December 2011 issued by Mr. Nevil Menezes, in respect of search conducted at the Hon'ble High Court of Bombay;

(e) Search Report dated 20 December 2011 issued by Mr. Nitin Jagtap, in respect of the said Property;

(f) Photocopy of Order dated 17 February 2012 passed by the Hon'ble Additional Commissioner, Konkan Division;

(g) Photocopy of Deed of Reconveyance dated [illegible] 2011 executed with the Sub-Registrar of Assurances, Kalyan-[illegible] by Housing Development and Finance Corporation Limited;

(h) Photocopy of letter [illegible] Development and Finance Corporation Limited addressed to Deputy Collector, Government of Maharashtra, Thane Division, Competent Authority, Thane;

(i) Photocopy of [illegible] November, 2011 [illegible] by the Deputy Collector and Competent Authority, Thane to the Principal [illegible];

(j) Photocopy of Rule [illegible] filed by Premier Limited before the Hon'ble Minister for Revenue, Government of Maharashtra;

(k) Photocopy of Deed of Reconveyance dated [illegible] 2012 registered with the Sub Registrar of Assurances under Serial no. 7238 of 2012 executed by SICOM Ltd. in favour of Premier Ltd.;

(l) Photocopy of order bearing [illegible] dated 19 December, 2012 passed by the Deputy Collector [illegible]

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2 Brief history

1. On perusal of the aforesaid documents and from the information furnished to us we observe as follows:

a. It appears that originally, Government of Maharashtra was owner of said Survey No 21 admeasuring 17 Acres 4 Guntas situated at Village Gandai within the limits of Grant Grampanchayat Kasa, Taluka Kalyan, District Thane (the Land).

b. From Mutation Entry No. 73 dated 4 March 1952, it appears that vide Talaba order bearing no LND/TA-332 dated 12 February 1942 issued under Section 37 of the Bombay Village Panchayats Act, 1933 (the Act), name of Grant Grampanchayat, Kasa (Gram Panchayat) was recorded as owner in the column of rights of the said Land on the terms and conditions contained in the order dated 12 February 1942. Certain essential terms and conditions (as mentioned in Mutation Entry No 73) are as follows:

(i) there shall be no any restriction on the farmers to use the land for grazing of cattle;

(ii) the said Gram Panchayat shall preserve the said Land in good condition;

(iii) the land cannot be leased, sold, mortgaged, mortgaged or otherwise encumbered without prior written permission of the Collector;

(iv) the land shall be used only for the purpose for which it is granted.

We have not been furnished with a copy of order bearing no LND/TA-332 dated 12 February 1942.

c. Vide an order bearing no. RB/CONVERSION, dated 9 March 1962 passed by Collector of Thane under Section 37 of the said Act, permission was granted to said Gram Panchayat, to sell and transfer the said Land to The Premier Automobiles Limited (PAL) and on the terms and conditions contained therein. As per the said order dated 9 March 1962, the said Land was to be used for industrial purpose only and could not be sold, transferred, mortgaged, leased or encumbered in any manner whatsoever by PAL without prior written permission of the Collector. Subsequent to the terms and conditions of the said order dated 9 March 1962, the river was found to be contested. The said order dated 9 March 1962 relates area of the said Land as 17 Acres 4 Guntas and in place of 17 Acres 4 Guntas, the same has been furnished with complete and legible copy of the order dated 9 March 1962.

d. Pursuant to the said order dated 9 March 1962, the said Gram Panchayat sold, transferred and conveyed the said Land to PAL vide a Sale Deed dated 27 March 1962 and on the terms and conditions contained therein. The said Sale Deed dated 27 March 1962 is registered with the Sub-Registrar of Assurances, Kalyan under serial no. 3551/1962. Accordingly, Mutation Entry No. 82 dated 21 December 1962 was recorded and name of PAL was mutated as owner in the record of rights of the said Land. On perusal of the said Sale Deed dated 27 March 1962, it appears that the said Land is "purchased" for long term.

e. From the 7/12 extract for the year 1957-1958, it appears that the Maharashtra Weights and Measurements (Enforcement) Act 1958 and Indian Ceiling Act, 1957 was implemented for the said Land. Pursuant thereto, the area of the said Land was converted from 17 Acres 4 Guntas to 6 Hectares 55 Ares. For the purpose of the Calculations relating to PAL, we have assumed that the area of the said Land was converted from Acres to Hectares on the basis that the 7/12 extract for the year 1957-1958 reflects an area of 6 Hectares. However, there is no Mutation Entry recorded to that effect on the 7/12 extract of the said Property.

f. By an order bearing no. RB/CONVERSION/Misc/79 dated 5 June 1979 read with letter dated 16 April 1979 both passed by the Collector, Thane under Section 42 read with Section 44 of Maharashtra Land Revenue Code 1966 (MLRC), the said Land has been converted from agricultural land to non-agricultural use and exclusively for the industrial use and on the terms and conditions contained therein. Certain essential terms and conditions (inclusive) are listed as:

a) land can be used only for the purpose for which it is granted and not for any other purpose;

b) it is prohibited to obtain prior permission from the Collector for commencing any further construction on land;

(iii) the occupiers are required to begin the use of the land within one year;

(iv) the occupiers are prohibited to change the usage of the land.

g. By order bearing no. ULC/LUS/SR/450, dated 13 July 1979, passed by the Competent Authority, Urban Land (Ceiling and Regulation) Act, 1976 (ULC Act), it appears that the said Land was declared as surplus and was directed to be surrendered.

h. By order bearing no. ADL-1094/1070/D-IV dated 13 January 1994 issued by Under Secretary, Revenue and Special Assistance Department, Government of

Maharashtra, it appears that land admeasuring 8,07,470 sq. mts. situated at Villages Ujarphar, Kambar, Rahanje and Bhoiwar (Exempted land) owned by PAL was exempted under Section 20 of the ULC Act, for construction of test track, for testing of cars/buses, etc. and for forestry, on the terms and conditions mentioned therein. Out of the exempted land, a portion of land admeasuring 2,74,407 sq. mts. was to be used for test track and balance land admeasuring 56,073 sq. mts. for forestry, as per the said order dated 13 January 1994, prior permission of the State Government is required to be obtained, if PAL transfers the exempted land to any person or party by way of sale, lease, mortgage or otherwise. We are not aware of the survey numbers comprising of the exempted land as we did not have access to the exemption application. However, for the purpose of this Certificate relating to Title, we have assumed that the said Land is exempted under the aforesaid order dated 13 January 1994.

i. By an Agreement dated 18 September 1984 made and entered into between PAL, of the One Part and the Executive Engineer, Maharashtra Water Supply and Sewerage Project (MWSSP) of the Other Part, PAL granted permission to MWSSP to lay 100 mm dia. A.C. pipe line, inter alia, below the said Land and on the terms and conditions mentioned therein. Some of the conditions are as follows:-

3. the underground pipe line shall be laid at the depth of atleast 0.75 meter below the level of the ground;

[illegible] on the said pipe line.

[illegible] the said Agreement dated 18 September 1984, PAL shall be [illegible] cancel the said [illegible] Agreement dated 18 September 1984 and 8 January to the said [illegible] to the notice and [illegible]

6. If MWSSP violates any of the terms and conditions of the said Agreement [illegible] at all times be at a liberty to [illegible] the said Agreement dated 18 September 1984 by [illegible] the notice to MWSSP [illegible] shall not be entitled to any compensation or [illegible]

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j. On a deed of [illegible] dated 27 July 1995 made and entered into between PAL, therein referred to as the Vendor of the One part and PAL [illegible]

THE SEAL OF THE JOINT SUB-REGISTRAR KALYAN-3 जि.ठाणे Dist Thane

formerly known as Kalyan Motors Company Private Limited / Kalyan Motors Company Limited, therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances at Kalyan under serial no.1551 of 1995, PAL sold, transferred and conveyed a portion of the said Land admeasuring 2 Acres 4 Guntas to Pal Peugeot Limited and on the terms and conditions contained therein and balance portion of the said Land admeasuring 4 Hectares 5 Ares (the said Property) was retained by PAL. Accordingly, vide Mutation Entry No. 178 dated 22 November 1996, name of PAL Peugeot Limited was recorded as owner in respect thereof, in the record of rights. On a further perusal of the said Mutation Entry No. 178, it appears that in the said Mutation Entry No. 178, the date of the Deed of Conveyance is erroneously recorded as 11 July 1993 instead of 27 July 1995.

k. On perusal of 7/12 extract for Gat/Survey 1093 to 1095, 1900 to 2010 pertaining to Survey No 21 Hissa No 1, it appears that the said Land was sub-divided and land admeasuring 6 Hectares 5 Ares was divided and assigned Survey No 21 Hissa No 1 (i.e. the said Property). We have not been provided with order of sub-division to that effect.

l. From letter dated 15 September 1995 addressed by Deputy Secretary, Maharashtra State to PAL, it appears that PAL was allowed to use the exempted land for industrial purpose subject to payment of 15% of market value of the exempted land as transfer fee to the Government of Maharashtra. We have been informed that the transfer fee has not been paid by PAL.

m. From Mutation Entry No. 204 dated 13 April 2002, it appears that vide order bearing no. CTR 300-01/Misc/Kalyan-1 dated 13 November 2000 issued by the Revenue and Forest Department, Government of Maharashtra, and Non-Agricultural Register, the nature of non-agricultural is recorded in the other rights column of the record of rights of the said Property.

n. From Mutation Entry No. 166 dated 3 March 2003, it appears that as per order of the Assistant Sales Tax Commissioner bearing no. ...S.V.D. (Sales) 2A-10 (Recovery/Prayat D-11 dated 23 June 2001 and Talata order bearing no. T-10 K.V. 573 dated 18 July 2001, the said Property was attached for recovering a sum of Rs.[illegible] (Rupees Fifteen Crores Two Lakhs Fifty Seven Thousand Nine Hundred Eighty Only) by the Sales Tax Department and a lawful restriction was imposed that no sale or purchase transaction relating to the said Property shall be entered into without the permission of the Commissioner of

Sales Tax, Maharashtra. Accordingly, an attachment of the Sales Tax Department was recorded in the other rights column of the record of rights of the said Property. We have not been provided with the copies of the orders dated 29 June 2001 and 18 July 2001

e. From Mutation Entry No. 203 dated 1 December 2003, it appears that vide order bearing no. DLR 2001/P-KA/Park-11, dated 13 November 2003 passed by the Revenue and Forest Department, Government of Maharashtra for compensation of the 7/12 extract and 8A extract, correction was carried out accordingly the rights in the said property.

f. From Mutation Entry No. 203 dated 22 March 2004, it appears that vide an order of the Tehsildar bearing no. T-12/K.V. 180 dated 22 March 2004, the attachment of the Sales Tax Department for recovering the sum of Rs.13,02,37,000/- (Rupees Thirteen Crores Two Lakhs Fifty Seven Thousand Nine Hundred Only) was removed from the record of rights of the said Property. We have not been provided with copy of the order dated 22 March 2004 or the underlying order of Sales Tax Department revoking the attachment.

g. From Mutation Entry No. 204 dated 13 April 2004, it appears that as per the order of the Assistant Sales Tax Commissioner, A-10 bearing no. 400207/01 dated 8 April 2004 and Fardu order bearing no. T-12/571 dated 13 April 2004, an attachment for recovering the outstanding Sales Tax of a sum of Rs.4,53,13,315/- (Rupees Forty Five Crores Ninety Eight Lakhs Eighteen Thousand Three Hundred Ninety Five Only) was recorded in the other rights column of the record of rights of the said Property. We have not been provided with the copies of the orders dated 8 April 2004 and 13 April 2004. The aforesaid attachment was subsequently removed as stated in paragraph (h) hereinbelow

h. From Certificate of Incorporation (consequent on change of name) dated 29 March 2005 issued by Registrar of Companies, Maharashtra, Mumbai, it appears that name of PAL was changed to Premier Limited. The effect of change of name is not recorded in the record of rights and therefore the 7/12 extracts of the said Property still reflect name of PAL as the owner of the said Property.

i. By an Indenture of Mortgage dated 17 December 2005 executed by Premier Limited in favour of SICOM Limited ("SICOM") and Housing Development Finance Corporation Limited ("HDFC") read with Indenture of Additional Security dated 19 December 2006 executed by Premier Limited in favour of SICOM Premier Limited has mortgaged the said Property for repayment of loans availed

by it from SICOM and HDFC and on the terms and conditions contained therein. The said Indenture of Mortgage dated 17 December 2005 is registered with the Sub-Registrar of Assurances, Panvel No. 5 under serial no. 8204/2005 and the Indenture of Additional Security dated 19 December 2006 is registered with the Sub-Registrar of Assurances, Kalyan-1, under serial no. 7870/2006.

j. By an Indenture of Mortgage dated 6 May 2008 executed by Premier Limited in favour of SICOM read with Indenture of Additional Security dated 6 May 2008, executed by Premier Limited in favour of SICOM, Premier Limited has mortgaged the said Property for repayment of loans availed by it from SICOM and on the terms and conditions contained therein. The said Indenture of Mortgage dated 6 May 2008 is registered with the Sub-Registrar of Assurances, Panvel No. 5 under serial no. 3781/2008 and the Indenture of Additional Security dated 6 May 2008 is registered with the Sub-Registrar of Assurances, Kalyan-1, under serial no. 7155/2008

k. By an Joint Indenture of Mortgage dated 9 October 2008 executed by Premier Limited in favour of SICOM and HDFC read with Indenture of Additional Security dated 9 October, 2008 executed by Premier Limited in favour of SICOM, Premier Limited has mortgaged the said Property for repayment of loans availed by it from SICOM and HDFC and on the terms and conditions contained therein. The said Joint Indenture of Mortgage dated 9 October 2008 is registered with the Sub-Registrar of Assurances, Panvel-5, under serial no. 7204/2008 and the said Indenture of Additional Security dated 9 October 2008 is registered with the Sub-Registrar of Assurances, Kalyan-1 under serial no. 4724 of 2008.

l. From Mutation Entry No. 215 dated 29 November 2008, it appears that as per the order bearing no. RTDT/ST/133 dated 28 November 2008, an attachment by the Government of Maharashtra, Sales Tax Commissioner pending July tax order of the Assistant Sales Tax Commissioner, A-10 bearing no. 400207/01 dated 8 April 2004 and as per the Talati order bearing no. T-12/571 dated 13 April 2004) for the sum of Rs.4,53,13,315/- (Rupees Forty Five Crores Ninety Eight Lakhs Eighteen Thousand Three Hundred and Ninety Five Only) was removed. Accordingly, the attachment of Government of Maharashtra, Sales Tax Commissioner will recorded from the other rights column of the record of rights of the said Property. We have not been provided with the copy of the order dated 28 November 2008.

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m. As per Resolution bearing no. ULC-1307/K.H.2214/ULCA-2 dated 23 November 2007 of Government of Maharashtra, it has been notified that permission for transfer of the land exceeding ceiling Section 20 of the ULC Act 1976, which were earlier declared as vacant land in excess, falling in Industrial Zone of Kalyan Urban Agglomeration, can be granted on payment of 100% of the market value of such land as transfer fee, by the Government of Maharashtra. The said resolution further states that if such exempted land falling in residential zone is to be utilized for residential purpose, then such transfer fee should be restricted to the valuation of such land as per prevailing ready reckoner rate.

n. By a Deed of Mortgage dated 30 May 2008 executed by Premier Limited in favour of HDFC, Premier Limited has mortgaged the said Property for repayment of the loans availed by it from HDFC and on the terms and conditions more particularly mentioned therein. The said Deed of Mortgage is registered with the Sub-Registrar of Assurances under serial no.2349 of 2008.

o. A Letter of Credit facility of Rs.22,00,00,000/- (Rupees Twenty Crores Only) was issued by Premier Limited from The Federal Bank Limited for which the charge was created against the said Property recorded in the Memorandum of Entry dated 20 January 2010

p. By an unexpired Agreement dated 21 July 2010 IFCCM agrees to grant financial assistance by way of Non Corporate Deposit in the nature of Revolving Short Term Loan for tenure of six months for the sum of Rs 10,00,00,000/- (Rupees Sixteen Crores Only) to Premier Limited on terms and conditions contained therein. We are not aware whether the financial assistance of Rs. 10,00,00,000/- (Rupees Sixteen Crores Only) was sanctioned and availed to Premier Limited.

q. By an Indenture of Mortgage dated 23 September 2010 executed by Premier Limited in favour of HDFC, Premier Limited has mortgaged the said Property for repayment of loans availed by it from HDFC and on the terms and conditions contained therein. The said Indenture of Mortgage dated 23 September 2010, is registered with the Sub-Registrar of Assurances, Kalyan-2, under serial no. 11100/2010.

qq. By a letter bearing no. DEVAPPLIC/ dated 13 May 2011 addressed by The Federal Bank Limited to Premier Limited, The Federal Bank Limited has confirmed releasing its charge/mortgage against the said Property.

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qq. By an Indenture of Mortgage dated 1 June 2011 executed by Premier Limited in favour of SICOM, Premier Limited has mortgaged the said Property for repayment of loans availed by it from SICOM and on the terms and conditions contained therein. The said Indenture of Mortgage dated 1 June 2011, is registered with the Sub-Registrar of Assurances, Panvel-5, under serial no. 5935/2011

rr. Premier Limited [illegible] before the Hon'ble High Court of Judicature at Bombay, Nagpur Bench, Nagpur [illegible] State of Maharashtra and Others, challenging the applicability of ULC Act to the said Property and for other [illegible] Hon'ble High Court [illegible] the same is pending.

ss. Vide two letters both dated 11 October 2011 [illegible] confirmed that the principal outstanding as on 30 September 2011 is (i) Rs.33,00,00,000/- (Rupees Thirty Crores Only) against loan account no. [illegible] (ii) Rs.2,00,00,000/- (Rupees [illegible]) against loan account no. [illegible] (iii) Rs.1,00,00,000/- (Rupees One Crore Only) against loan account no. [illegible] (iv) [illegible] (Rupees Fifty Lakhs Only) against loan account no. [illegible] this aggregating to Rs.36,10,00,000/- (Rupees Fifty Four Crores Ten Lakhs Only). Similarly, [illegible] dated 11 October 2011 issued by HDFC, HDFC has confirmed [illegible] as on 30 September 2011 is Rs.23,[illegible] Only.

tt. By a Deed of Re[illegible] Registrar of Assurances [illegible] 2012, [illegible] HDFC vide [illegible] of Mortgage dated [illegible] under serial no. [illegible]

uu. It appears [illegible] 203 dated [illegible] 2011 that pursuant to order passed by [illegible] 7 October 2011 [illegible] called by the [illegible] for sale and [illegible] for industrial purpose and without prior permission [illegible] is restricted [illegible] received in other rights column of the record of rights of the said Property.

vv. By a letter dated 1 November 2012, the [illegible] Government of Maharashtra directed the [illegible] Authority, Thane, to [illegible] the transfer [illegible] in respect of the

said Property as per the ready reckoner value of the year 2012 and upon receipt of such payment to issue necessary letter to collector/concerning authority of "Exemption for industrial purpose and restriction on transfer" as appearing on the Record of Rights of the said Property

f) Pursuant to direction under aforementioned letter dated 8 November, 2012, vide a letter dated 12 November, 2012, the Deputy Collector and Competent Authority, Thane informed RIL about the transfer fee payable towards in respect of the said Property and requested that upon receipt of payment, necessary action shall be initiated to delete remark of "Exemption for industrial purpose and restriction on transfer" as appearing on the Record of Rights of the said Property

g. By a Deed of Reconveyance dated 21 December, 2012, registered with the Sub-Registrar of Assurances, Kalyan under serial no 7233 of 2012, the charge of SICOM was released from the said Property, which was created pursuant to Deed of Mortgage dated 1 June, 2011 registered with the Sub-Registrar of Assurances, Kalyan under serial no 5908 of 2002.

h. From order bearing no. ULC/ETC/EAP/D. No. 325 dated 28 December 2012 it appears that Premier Ltd. has already made the payment of necessary transfer fees in respect of the said Property and consequently the Deputy Collector and Competent Authority, Thane, has ordered that the remark "Exemption for industrial purpose and without prior permission transfer is restricted" should be drawn from the revenue records of the said Property

i. It appears from Mutation Entry No. 207 dated 29 December, 2012 that pursuant to order bearing no. ULC/ETC/EAP/D. No. 325 dated 28 December, 2012 passed by the Deputy Collector and Competent Authority, the remark "Exemption for industrial purpose and without prior permission transfer is restricted" has been drawn from the revenue records of the said Property

j. We have been informed that:

(a) A few stays have been issued through the said Property

(b) Some religious sites encroached upon the lands constituting the Gardens by constructing a temple therein forming a part of the said Property. We are not aware as to how much portion of the said Property and which side of the said Property has been encroached upon

k. Revenue proceedings

(a) Vide order bearing no.107A dated 31 December 2006, the Sub-Divisional Officer, directed Tahsildar to record the levy of the land Property as "Land-B assessed" (i.e. non-tenure) vide letter dated 15 January 2008, Tahsildar intimated decision to "Delete and record the levy of the said Property as "Land-B Gaothan" (i.e. non-tenure) accordingly, vide Mutation Entry No. 297 dated 12 January 2009. The change in levy of the said Property was reflected in the revenue 7/12 extract of the said Property. We have not been furnished with a copy dated 15 January 2009

(b) By a letter dated 27 June 2005 of Sub-Divisional Officer, the Sub-Divisional Officer confirmed that the said Property is "Non-agricultural" land.

(c) Premier Ltd. filed RTS Appeal Case No.324 of 2005 before Deputy Collector (Appeals), Thane, challenging the directions contained in the aforementioned letter dated 27 June 2005 of Sub-Divisional Officer. The Deputy Collector vide its order dated 30 December 2005 passed in these proceedings dismissed the case on the ground that the letter dated 27 June 2005 of Sub-Divisional Officer, Thane Division is not an order under Section 247 of MLRC

(d) Pl. find an Appeal No. 30 Revision/MRT/2007 in 313 of 2006 before the Sub-Divisional Officer, Thane Division challenging Mutation Entry No. 207 dated 12 January 2005 carried on which levy of the said Property is changed in records of the said Property. The Sub-Divisional Officer, Thane Division under its common Judgement and Order dated 16 October 2006 read with Prelucidation Order dated 23 October 2006, partly allowed the Appeal with a direction to Tahsildar to re-visit/verify-check the Mutation Entry No.207. As such, the matter was remanded to "Tahsildar Authority" vide Mutation Entry No. 314 dated 1 November 2006, the remark of "Class II" was deleted from the record of rights of the said Property.

(e) By an order dated 3 September 2007 passed in RTS Case No.3 of 2007 the Tahsildar, Kalyan (I) overlooked the Mutation Entry No. 207 dated 12 January 2005 and (II) set aside the directions contained in letter bearing no 1027A dated 30 December 2006. Accordingly, vide Mutation Entry No. 325 dated 13 October 2007, the remark of "Class II" was once again included in the record of rights of the said Property

(f) Being aggrieved by order dated 3 September 2007, Premier Limited filed an Appeal being RTS Appeal No.604 of 2007 before the Sub-Divisional Officer Thane Division. Challenging the order dated 3 September 2007 passed

by Tahsildar. By an order dated 17 April 2008, the Sub-Divisional Officer, Thane Division dismissed RTS Appeal No.604 of 2007 and upheld the order dated 3 September 2007 passed by Tahsildar.

(g) Being aggrieved by order dated 17 April, 2008 Premier Limited preferred a RTS Appeal No.80 of 2008 before Deputy Collector (Appeals), Thane, inter alia, challenging the said order dated 17 April, 2008 passed by the Sub-Divisional Officer, Thane Division.

(h) The Deputy Collector (Appeals), Thane vide its order dated 15 February 2011 dismissed the aforesaid RTS Appeal No.80 of 2008 and upheld (i) order dated 3 September 2007 passed by Tahsildar and (ii) order dated 17 April 2008 passed by the Sub-Divisional Officer, subject to the clarification given in the judgment regarding exemption clause-II and directions inter alia...

(i) Premier Limited filed a Revision Application No. 208 of 2011 before the Hon'ble Additional Commissioner, Konkan Division, Konkan under Section-257 of the MLRC, challenging the order dated 15 February 2011 passed by the Deputy Collector (Appeals), Thane, (ii) order dated 17 April 2008 passed by the Sub-Divisional Officer, Thane Division, Thane and (iii) order dated 3 September 2007 passed by Tahsildar.

(j) By an order dated 17 February 2012 passed by the Hon'ble Additional Commissioner, Konkan Division the Revision Application No. 208 of 2011 of Premier Limited was dismissed and (i) order dated 3 September 2007 passed by Tahsildar, (ii) order dated 17 April, 2008 passed by the Sub-Divisional Officer, Thane Division and (iii) order dated 15 February 2011 passed by the Deputy Collector (Appeals), Thane, [illegible] the said Property in [illegible] the [illegible] order dated 17 February 2012 [illegible] under the RTS approved by the aforesaid order dated 17 February 2012 [illegible] Revision Application on 18 September, 2012 [illegible] Hon'ble Additional Commissioner, Konkan Division, Konkan [illegible]

(k) To investigate title of Premier [illegible] Hon'ble Additional Commissioner, Konkan Division and Hon'ble High Court dated 21 November 2012 [illegible] Thane Division, [illegible] any in pursuance to the [illegible]

(l) Mr. Hasan Mahamadali, Advocate, has carried out search in records of Registrar of Companies and as per his Report dated 19 December 2011 charge of SICOM and HDFC is reversed in records of the said Property

(m) Mr. Nitin Jagtap, Advocate, has carried out search of the Index II registers maintained with the Sub-Registrar Officer, Kalyan, with respect to the said Property and he has submitted the Search Reports dated 23 December 2011

(n) The issues mentioned above are required to be sorted out to make said Property free, clear and marketable

l. Subject to what is stated hereinbelow in our opinion, Premier Limited is the owner of the said Property and has free, clear and marketable title to the said Property

2. General

a. We have not visited the site on which the said Property is situated

b. We express no view about the remarks/observations/MRT/etc documentation of said Property as the same is within the scope of an architect review.

c. This Certificate relating to Title is limited to the matters pertaining to Indian Law as on the date of this Certificate relying on "Title" issue and we express no opinion on laws of any other jurisdiction.

Dated this 28 day of January 2013

For M/s. Nanani & Co

Partner

THE SEAL OF THE JOINT SUB-REGISTRAR, KALYAN-3
सह-दुय्यम निबंधक कल्याण - ३
सत्यमेव जयते
जि. ठाणे
Dist Thane

ANNEXURE "C"

Annexure "C"

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
मुंबई महानगर प्रदेश विकास प्राधिकरण

No.SRDV/07 MHADA/MMR/BP/KALYAN-01/0041/16/CC/07 Dated 7 OCT 20..

COMMENCEMENT CERTIFICATE

Permission is hereby granted, under Section 45 of the MR Act read with Section Regional & Town Planning Act, 1966 (Maharashtra Act No. XXXIII of 1966) of Shri S.S Kamble, Owner, M/s. Hanuman Projects Pvt Ltd, Correct & Consul Developers, 2nd Floor, Cine Icon + Thakkarsey Street, Sion (E), Mumbai-400 022 as the Appointed Development ... [illegible]

Owner Sub	Type	Sale of Tenement	Floor Area Sq.mtr	Built area in sq.mtr	No. of Tenements
Owner 4	E1	Lower Stilt + Upper Stilt + 1st Podium + 2nd Podium + 3rd to 17th upper floors	17.25	4737.21	64
	E2	Lower Stilt + Upper Stilt + 1st Podium + 2nd Podium + 3rd to 17th upper floors	17.25	4737.25	64
	E3	Lower Stilt + Upper Stilt + 1st Podium + 2nd Podium + 3rd to 17th upper floors	17.25	4737.21	64
	E4	Lower Stilt + Upper Stilt + 1st Podium + 2nd Podium + 3rd to 17th upper floors	17.25	4737.25	64
	E5	Lower Stilt + Upper Stilt + 1st Podium + 2nd Podium + 3rd to 17th upper floors	17.25	4737.21	64

[illegible]

Owner Page 85 of 117 Purchaser/s

	E6	Lower Stilt + Upper Stilt + 1st Podium + 2nd Podium + 3rd to 17th upper floors	17.25	4737.25	64
	E7	Lower Stilt + Upper Stilt + 1st Podium + 2nd Podium + 3rd to 17th upper floors	17.25	4737.21	64
	E8	Lower Stilt + Upper Stilt + 1st Podium + 2nd Podium + 3rd to 17th upper floors	17.25	4737.25	64
	A1	Lower Stilt + Upper Stilt + 1st Podium + 2nd Podium + 3rd to 17th upper floors	17.42	2783.43	32
	B12	Lower Stilt + Upper Stilt + 1st Podium + 2nd Podium + 3rd to 17th upper floors	13.25	1347.47	24
	A12	Lower Stilt + Upper Stilt + 1st Podium + 2nd Podium + 3rd to 17th upper floors	13.53	1713.18	30
	A13	Lower Stilt + Upper Stilt + 1st Podium + 2nd Podium + 3rd to 17th upper floors	13.45	1413.53	28
Owner 5	B1	Stilt + 1st Podium + 2nd Podium + 3rd to 17th upper floors	13.25	3347.41	64
	B2	Stilt + 1st Podium + 2nd Podium + 3rd to 17th upper floors	13.25	3713.34	64
	A2	Stilt + 1st Podium + 2nd Podium + 3rd to 17th upper floors	13.25	1413.16	30
	B4	Lower Stilt + Upper Stilt + 1st Podium + 2nd Podium + 3rd to 17th upper floors	12.25	1347.51	24
	A3	Stilt + 1st Podium + 2nd Podium + 3rd to 17th upper floors	13.25	1513.15	30
	B5	Stilt + 1st Podium + 2nd Podium + 3rd to 17th upper floors	13.25	1713.34	24
	B22	Stilt + 1st Podium + 2nd Podium + 3rd to 17th upper floors	13.25	1347.42	24
	A11	Stilt + 1st Podium + 2nd Podium + 3rd to 17th upper floors	12.25	1213.16	24
	B12	Stilt + 1st Podium + 2nd Podium + 3rd to 17th upper floors	12.25	1413.16	24
Owner 6	E1	[illegible]	9.53	2513.72	24
	E2	[illegible]	9.53	2513.16	24
Owner 13	B10	Stilt + 1st Podium + 2nd Podium + 3rd to 17th upper floors	12.25	1413.23	24
	B3	Stilt + 1st Podium + 2nd Podium + 3rd to 17th upper floors	12.25	1413.15	24
	B9	Stilt + 1st Podium + 2nd Podium + 3rd to 17th upper floors	12.25	1347.53	24
	A4	Stilt + 1st Podium + 2nd Podium + 3rd to 17th upper floors	12.25	1213.16	24
	A7	Stilt + 1st Podium + 2nd Podium + 3rd to 17th upper floors	12.25	1213.41	24
	A8	Stilt + 1st Podium + 2nd Podium + 3rd to 17th upper floors	12.25	1213.43	24
	A7	Stilt + 1st Podium + 2nd Podium + 3rd to 17th upper floors	12.25	1213.34	24

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	B8	Stilt + 1st Podium + 2nd Podium + 3rd to 17th upper floors	12.25	1347.42	24
	A3	Stilt + 1st Podium + 2nd Podium + 3rd to 17th upper floors	12.25	1213.15	24
	A10	Stilt + 1st Podium + 2nd Podium + 3rd to 17th upper floors	12.25	1213.16	24
Shop/Commercial Building	Sh 1	Stilt + 1st to 8th upper floor	17.25	6259.21	
Existing Office	Sh 3	Ground + 1st upper floor	17.25	2[illegible]	[illegible]
	Sh 7	Ground + 13th upper floor	17.25	2[illegible]	[illegible]
TOTAL				1,21,[illegible]	[illegible]

Note:

1. The permission/Commencement Certificate is not to cover the contents to build or to sell which is the sole responsibility of the owner.
2. This Certificate is valid to be renewed by the Commissioner Commissioner, MMRDA 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 conformity with the approved plans.
   (b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Commissioner Commissioner MMRDA is not complied with.
   (c) The Commissioner Commissioner, MMRDA is satisfied that the same is obtained through fraud or misrepresentation and is such as would the authority and every person claiming title through or under him shall be deemed to have claimed and the development work carried in contravention of Section 43 or 44 of the Maharashtra Regional & Town Planning Act, 1966.
3. The Commencement Certificate is valid for a period of one year from the date hereof and shall be renewed thereafter.
4. The Commencement Certificate [illegible] MMRDA/ [illegible] dt. 13/12/2016
5. The Commencement Certificate is renewable every year if work is not completed within that period. [illegible]
6. The applicant in the proposal which did not conform to MMRDA Development & General Regulation and other acts are corrected to be rectified.
7. The proposal shall be [illegible] to be approved revision from the concerned Municipal Authority and certificate shall be issued by the MMRDA after Completion Certificate.
8. Any deviation or change shall be [illegible] in advance of the Commencement Certificate [illegible]

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may be prosecuted against under section 52 of the said Act. In case any act or omission of Development & Detailed Plan Complaints effects and is prosecuted with Implementation [illegible] Act.

9. The [illegible]
10. Certificate [illegible] Certificate shall be issued from MMRDA.
11. The [illegible]
12. The [illegible] Shall not mark the Plan Authority before applying for Occupancy Certificate.
13. The [illegible]
14. The [illegible]
15. The [illegible]
16. The [illegible] Certificate.
17. The [illegible]
18. The [illegible]
19. As soon as the [illegible]
   a. [illegible]
   b. [illegible]
   c. [illegible]

[illegible] 2023

THE SEAL OF THE JOINT SUB-REGISTRAR KALYAN-3
जि. ठाणे
Dist Thane

Owner Page 88 of 117 Purchaser/s

THE SEAL OF THE JOINT SUB-REGISTRAR, KALYAN-3
सह. दुय्यम निबंधक कल्याण - ३ यांची मुद्रा
सत्यमेव जयते
जि. ठाणे
Dist Thane

[illegible]

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ANNEXURE " D"

Annexure 'D'

Conditional Amended Layout Approval Letter

[illegible]

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[illegible]

Table: Details of Plot Area shorted for Statutory Town Level Amenities for Integrated Township Project			
Sr.No.	Description	Total Required Area (in sq.m)	Total Proposed Area (in sq.m)
1.	Schools for Residential		
a.	Creches & Pre-S	23,595.63	25,000.00
b.	Pre-Primary	16,791.63	16,137.93
c.	Additional Social Level Open Space (SOS) - Calculated by considering area of the sector including inner roads, outer boundary roads and some local amenity spaces excluding additional facilities (i.e. 10 % of 2 (a), (b))	24,332.84	17,232.93
2.	Schools for Combined Schools (Primary Schools + Secondary Schools)	8,518.97	7,316.83
3.	Community Facilities with Cost Facilities	4,128.38	3,500.00
4.	Community Halls/s	2,400.00	2,000.00
5.	Public Assembly Facilities (Temple, Hall, Auditorium, Worship, Library)	5,000.00	5,047.31
6.	Economic Activities (Commercial Part)	49,311.77	49,319.87
7.	Public Utilities		
a.	Fire Station/s	1000.00	1055.00
b.	Sewage Waste and Disposal Ground (Dhobi)	4000.00	4098.44
c.	Crematorium Grounds	2000.00	20 000
d.	Burial Grounds	1000.00	2021.49
e.	Bus Station/ Transport Hub	2000.00	2020.77
f.	Police Station	1700.00	1757.00
g.	Electric Sub Station	As per requirement	3114.00
h.	PO or Public Utilities	As per requirement	200 to be provided as per requirement of Competent Authority
i.	Public Parking Facilities	As per requirement	2796.91
j.	Solid Waste Management	As per requirement	1200.00

The Conditional Layout Approval (CA) to the Master Layout has been accorded subject to the following conditions

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1. All the conditions mentioned in MMRDA Conditional Letter Ref.No. [illegible] & Conditional Layout Approval vide [illegible] for Integrated Township Project shall be binding on applicant;
2. The applicant shall obtain permission/approval for amalgamation/subdivision of lands as indicated in the accompanying drawing.
3. The applicant shall comply with [illegible] / Layout No. [illegible].
4. [illegible]
5. [illegible]
6. [illegible]
7. [illegible]
8. [illegible]
9. [illegible]
10. [illegible]
11. [illegible]

[illegible] 2023

THE JOINT SUB-REGISTRAR KALYAN-3 जि. ठाणे Dist Thane

Owner Page 96 of 117 Purchaser's

10. The Conditional Layout Approval Letter shall not be construed as development permission and separate application for Building Permission shall be made by you. This approval shall not be construed as authorization of any development carried out/made in violation of any rules and regulations applicable;

11. This approval has been issued by considering the present available access to the plot as depicted on the Layout Plan submitted to MMRDA by Applicant/Architect for approval. The responsibility of powerful, unimpeded, continuous access and any further acquire with regards to the access road to the plot under reference vests with the Applicant and his Licensed Architects;

12. That the Water Supply shall be assured / supplied with potable quality by developer at his cost. The norms of Recycling the water/ Rain water harvesting shall be applicable as prescribed by Government from time to time;

13. That substation shall be constructed for supply of Electricity to the Project as per the Electricity Company's requirements;

14. That the Internal Roads, DP roads, Reservations, Amenities and Plots shall be demarcated by TLR/ SLR and should get it certified by MMRDA before development;

15. All the Amenities, Utilities, Facilities and the Road Network shall be fully developed by the Developer at his own cost as per the specifications given by the MMRDA. The amenities shall be in conformance with the sanctioned provisions of DCR's for 27 Villages Notified Area published u/s 31(1) of MR & TP Act, 1966;

16. DP Reservations of Gardens (G&E, G&E-A, GT & G1), Play Ground (PG4, PG1 & PG2), Parking lot (P11), Market (M1) and Public Office & Staff Quarters, School (S6-1) and the DP roads located within the 'Integrated Township Project' shall be developed by the applicant as per requirement of MMRDA/competent authority and after the development shall be handed over to MMRDA/competent authority free of cost;

17. That the applicant shall develop 03 trees and shall plant the required number of trees in the RG area as per the provisions of sanctioned DCR's for 27 villages Notified Area before applying for Occupancy Certificate;

18. There adequate arrangements for disposing the Solid Waste shall be made for the Entire Project on regular basis;

19. That the setback area if any and the DP Roads shall be duly constructed and handed over the Concerned Authorities before requesting for occupation permission or as directed by MMRDA;

20. The applicant shall install the Rain Water Harvesting System as per MCD's notification No TP/431001/2131/DCR 215/01/DD-11 Dt. 10/01/2015;

21. Regarding any disputes MMRDA shall stand indemnified. MMRDA reserves the right to modify or withdraw this approval in large public interest;

22. The applicant shall obtain permissions under the provisions of other applicable statutes, wherever necessary, and shall submit the same to MMRDA;

23. The development shall be strictly as per the Notification No TPS-1818/CR-144/18/Part-CDP 179/18-19, dated 08/03/2019 amended from time to time and the Development Control Regulations in force for the 27 Villages Notified Area of Kalyan and Ambernath Talukas;

24. The applicant shall submit the proposal for Commencement Certificate as per the Development Control Regulations in force for 27 Villages Notified Area of Kalyan and Ambernath Talukas and as per provisions laid down in Regulation No. 6 of Annexure 'A' of the Integrated Township Project Notification dated 08/03/2019 amended from time to time;

25. The applicant shall provide 9.00 m wide access to private, land locked and government lands which are within the said Project and also surrounded by the said Project at your cost;

26. The development shall be strictly as per the MCZMP Notification dt. 14/02/1991 as amended up-to-date. The applicant shall comply with all the conditions as mentioned in Environmental clearance dt 13/02/2020 by State Level Environment Impact Assessment Authority. Applicant shall not carry out any development on lands for which Environmental Clearance is not obtained from the Competent Authority. Also the conditions of Environmental Clearance dated 13/02/2020 are binding on the applicant. The applicant shall obtain Environmental Clearance for the additional BUA proposed in the 3rd FSI before applying for commencement certificate to MMRDA;

27. The responsibility of authenticity of documents rests with the Applicant and his Licensed Architect. All the documents submitted/produced to MMRDA shall be considered to be authentic on the basis of the undertakings given by the Licensed Architect / Applicant / Developer;

28. The applicant shall get the entire land within the proposed project surveyed and get the internal roads and development plan roads, amenity areas, development plan reservations etc. demarcated from the TLR and accordingly submit a consolidated TLP map and get the same verified with approved plans from the Level II Estate Cell of MMRDA, prior to requesting for issuance of Occupancy Certificate;

29. In case any discrepancies are observed in the approved plans which not the consolidated map issued by TLR which will affect the layout, MMRDA reserves the right to the requirements of

DCRs or any conditions in the NOCs that are not submitted prior to the approval but are required to be or will be obtained subsequently such as Railway, Highway, Electric Authorities for HT lines etc, the applicant will have to accordingly amend the layout, location of buildings etc. and obtain fresh Commencement Certificate for the same from MMRDA and only then proceed with construction accordingly;

30. The amenable built-up area will be restricted any time in future on the basis of the maximum of land area considering the minimum internal lines of boundary of the layout. Consolidated TAR must be survey of external boundaries for the proposed project. Actual area in possession as per survey plan and the land area as per ownership documents;

31. The conditions of NOC dated 09/11/2017 from Water Resources Department shall be binding on the Applicant;

32. The conditions of NOC dated 10/04/2017 from Chief Conservator of Forest, Forest Department, Government of Maharashtra shall be binding on the Applicant;

33. The conditions of NOC dated 27/04/2017 issued by The Thaldar, Kalyan shall be binding on the Applicant;

34. The conditions of NOC dated 03/01/2018 issued by Collector, Thane shall be binding on the Applicant;

35. [illegible] Conservator of Forest & Chief Wildlife Warden, Maharashtra State shall be binding on the Applicant;

36. The applicant shall keep the required setback distances in respect of [illegible] from all roads, etc.;

37. The applicant shall co-operate with [illegible] Authorities [illegible] the roads;

38. The applicant shall be allow conformance of all the NOC obtained/ will be obtained/ required to be obtained [illegible] on the land on [illegible];

39. The survey [illegible] on land [illegible] be completed before requesting Commencement Certificate;

40. Applicant shall provide area for Electric Sub-station as per requirements of ITP or as directed by competent authority;

41. Applicant shall provide area for Public Parking facilities as per the norms of prevailing DCR or as per requirements of ITP or as directed by competent authority;

42. Applicant shall provide Public Parking Facilities as per the norms of sanctioned DCR for 27 Villages of Kalyan and Ambernath Talukas while applying for building permission;

43. Applicant shall provide area for Solid Waste Management as per requirements of ITP or as directed by competent authority;

44. The DP road have width of 18.00 M. width or more which before requesting for the issuance of Occupancy Certificate for the Integrated Township Project under reference;

45. The Applicant shall ensure adequate connectivity within their layout under reference;

46. The applicant shall obtain prior Approval/NOC for MMC before start of any construction of structures/buildings surrounded by MMC as shown in layout plan;

47. If there is any change in alignment of MMC, then it will be binding on applicant to obtain revised Approval/NOC for MMC and accordingly amend the layout;

48. Applicant should ensure to maintain connectivity within layout;

49. Any decision from competent authority for MMC passing through layout will be binding on applicant;

50. As per the provision of Clause 8.1 (f) read with Clause 11.6 of the Notification dated 08/03/2019 for the development of 'Integrated Township Project', the applicant is required to submit the Cost Estimate for the development of the basic infrastructure of the 'Integrated Township Project' under reference before requesting for the issuance of Commencement Certificate for the said 'Integrated Township Project';

51. The applicant shall obtain approval from Director, Town Planning, Cidco for shifting and change of alignment of the DP reservations falling entirely within ITP;

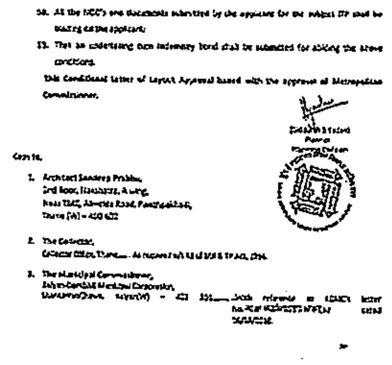
52. The provisions of TPS shall be applicable to the applicant's ITP and the applicant shall pay the necessary applicable fees, charges, etc. to MMRDA, as and when made applicable by MMRDA under TPS as endorsed by the applicant in their Undertaking dt 13/11/2018;

53. The applicant shall obtain NOC/ Consent to establish from MPCB before applying for Commencement Certificate from MMRDA;

54. The applicant shall comply with all the conditions mentioned in NOC dt 21/04/2015 from Dedicated Freight Corridor Corporation of India Ltd and also applicant should ensure to maintain connectivity within layout;

55. Applicant shall handover an area @ 2% of the gross area of ITP (1183.22 acres) shall be earmarked and shall be handed over free of cost to the respective Authority for Development of the City Level Facilities and separate 7/12 extract shall in name of respective authority shall be obtained and submit to MMRDA;

THE SEAL OF THE JOINT SUB-REGISTRAR KALYAN-3
सह. दुय्यम निबंधक कल्याण - ३ यांचे मुद्रा
सत्यमेव जयते
जि. ठाणे
Dist Thane



12. All the NOC's and documents submitted by the applicant for the subject [illegible] shall be binding on the applicant.

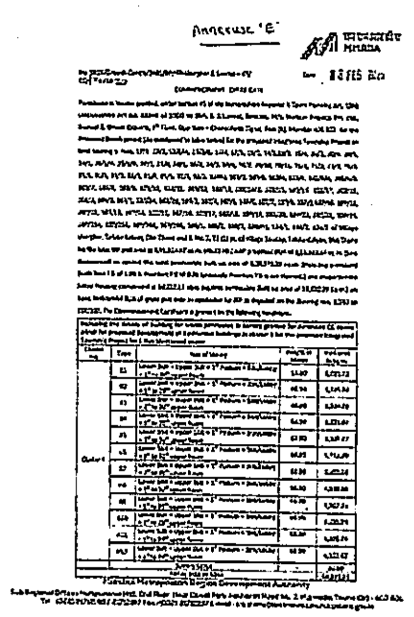
13. That an undertaking cum indemnity bond shall be submitted for abiding the above conditions.

This Conditional letter of Layout Approval issued with the approval of Metropolitan Commissioner.

Copy to,

1. Architect Sandeep Prabhu,
   3rd floor, [illegible], A wing,
   Near [illegible], Almeida Road, Panchpakhadi,
   Thane (W) - 400 602
2. The Collector,
   Collector Office, Thane.... As required u/s [illegible] of MR & TP Act, 1966.
3. The Municipal Commissioner,
   Kalyan-Dombivli Municipal Corporation,
   [illegible], Kalyan(W) - 421 301.....with reference to KDMC's letter No. [illegible] dated [illegible].

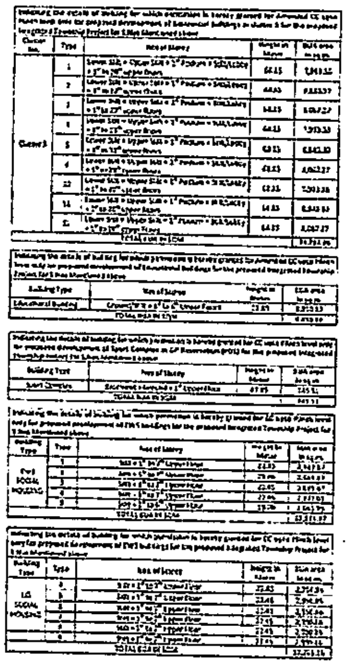
ANNEXYRE " E"

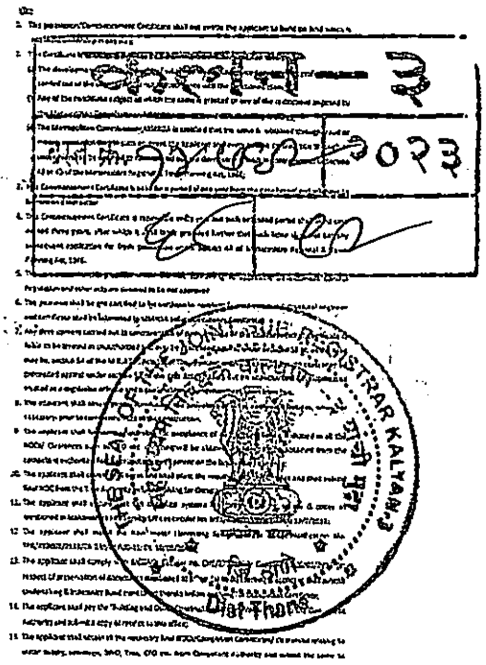


Annexure 'E'

MMRDA

Commencement Certificate





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Dist Thane

THE SEAL OF THE JOINT SUB-REGISTRAR, KALYAN-3
सह-दुय्यम निबंधक, कल्याण - ३ यांचा शिक्का
सत्यमेव जयते
Dist Thane

Approval/NOC for MMC and accordingly amend the layout;

77. All the NOC's and documents submitted by the applicant for the subject ITP shall be binding on the applicant;

78. All the conditions in Locational Clearance, Letter of Intent and Layout approval for the said ITP shall be binding on the applicant;

79. That Registered undertaking cum Indemnity Bond shall be submitted for abiding above conditions by applicant.

(Siddarth S Yadav)
Planner
Planning Division

Enclosure: Drawing No. 1/107 to 107/107 (Total No. 107).

Copy to,

1. Shri. Sandeep. S.Runwal,
   Director, M/s. Horizon Projects Pvt Ltd,
   Runwal & Omkar Esquare, 5th Floor,
   Opp Sion – Chunabhatti Signal,
   Sion (E), Mumbai-400 022

2. Architect Sandeep Prabhu,
   2nd floor, Nakshatra, A wing,
   Near TMC, Almeida Road, Panchpakhadi,
   Thane (W) – 400 602

3. The Collector,
   Collector Office, Thane..... As required u/s 45 of MR & TP Act, 1966.

4. The Municipal Commissioner,
   Kalyan-Dombivli Municipal Corporation,
   ShankarraoChowk, Kalyan(W) – 421 301.....With reference to KDMC's letter No.जा.क्र.कडोंमपा/'इ'प्रसे/क्र92 ,dated 26/08/2016.

क्रमांक - ३	
दस्त क्र. 9968	2023
UD	92

THE SEAL OF THE JOINT SUB-REGISTRAR KALYAN-3
सह.दुय्यम निबंधक कल्याण - ३ यांचे मुद्रा
सत्यमेव जयते
जि.ठाणे
Dist Thane

Owner

Purchaser/s

ANNEXURE "F"

Flat/Flat Purchaser/s Details

Sr. No	Particulars	Details
1.	Name of Purchaser/s	MR. AKHILESH SHRIRAMBAHAL GAUTAM
2.	Address of Purchaser/s	ROOM NO -417, VILLAGE –BELHAR KHURD, BELAHAR KHURD, SANT KABIR NAGAR, UTTAR PRADESH – 272270
3.	Description of the said Flat/ Premises	1 BHK
4.	Project	MY CITY PHASE II CLUSTER 05 (1-6)
5.	Building Name	NA
6.	Wing	CL05-06
7.	Floor	24
8.	Flat No.	2407
9.	Carpet Area (sq.mtr. and sq. ft.) and an additional area of enclosed and/or open balcony and/or service area and/or open terrace appurtenant to the net usable area of the flat meant for exclusive use of the Purchaser/s; AND	Carpet area of flat 372 Sq. Feet equivalent to 34.56 Sq.mtr. of enclosed/open Flower bed Balcony - NA Sq. Feet equivalent to NA Sq. mtr and/or Service/utility area 3.06 sq.mtr. equivalent to 32.94 sq.ft. and/or Terrace NA sq.mtr. equivalent to NA sq.ft. for which no additional consideration is payable
10.	Additional Areas: exclusive to the said Flat / Premises (limited areas and facilities available with the said flat / Premises).	a. NA Sq. Mts b. NA Sq. Mts c. NA Sq. Mts d. Also for which no additional consideration is payable
11.	No. of Car Parks included in the Agreement	NO CAR PARK
12.	Sale Consideration for said Flat/ Premises @ Carpet Area	Rs.3772352 /-
13.	Other charges and Deposits	Rs.236822 /-
14.	PAN No. of Purchaser/s	APOPG5490D
15.	Details of Mortgage/Charge as referred in Recital (q) of the Agreement	As on date the said Property has been mortgaged to ICICI Bank Ltd for the Project Finance availed by the Owners.
16.	Consent U/s 14 of the RERA Act 2016 (or any similar provision under prevailing law)	To construct additional floors or reduce floors of the said Building, irrespective of whether such addition/reduction of floors is required as per prevailing rules & regulations, however, without affecting the area of the said Flat/Premises in any manner.
17.	Payment of GST	The Consideration amount currently is arrived at after considering the benefit of input credit under GST Laws. In case of non-availability of input credit, the Developer shall be entitled to increase the total consideration payable under the Agreement for Sale to the extent of the total cost (including all taxes, duties, charges and agreement value) that purchaser has agreed to incur in the GST regime as on the date of booking of the flat.

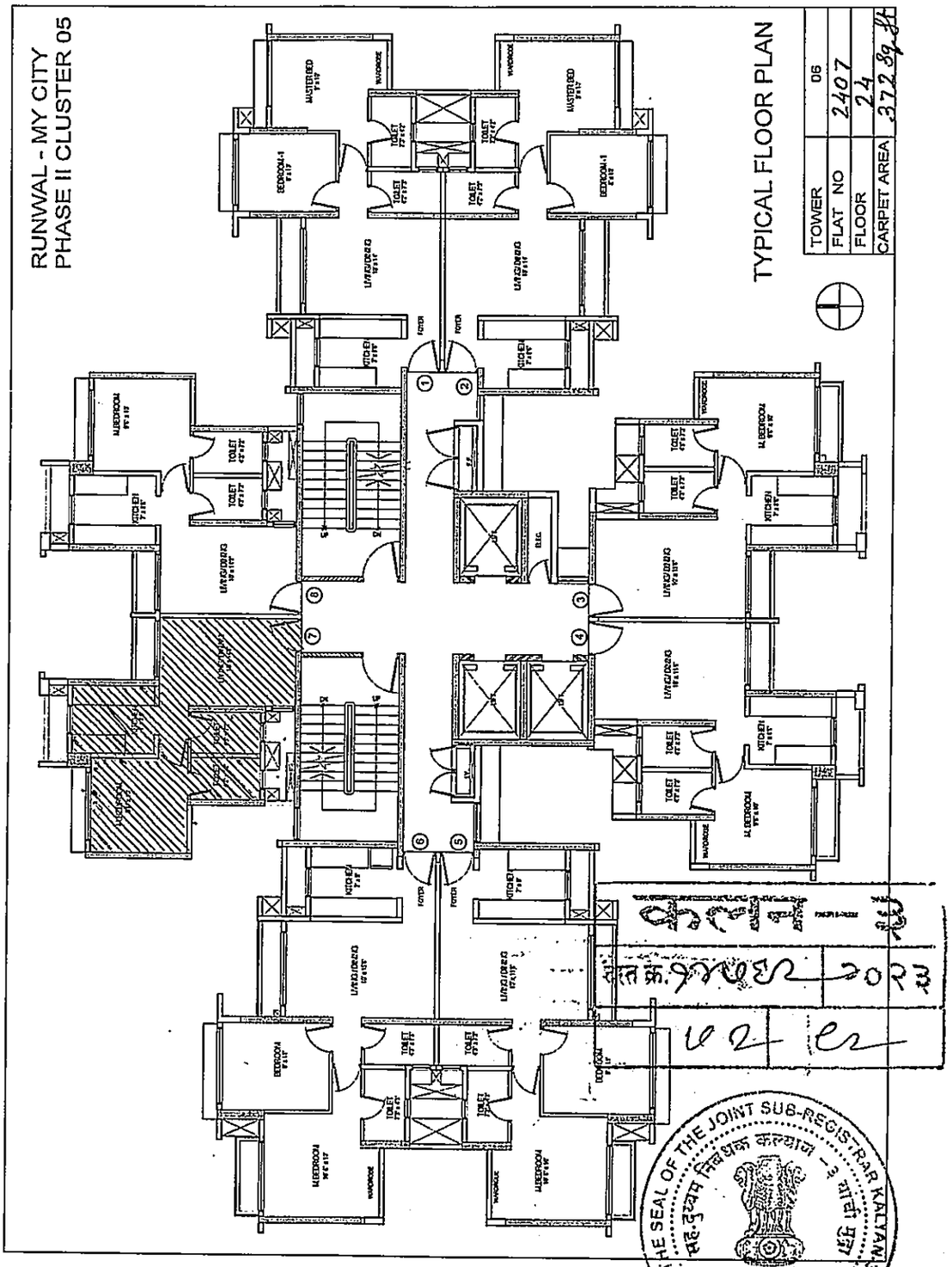
THE SEAL OF THE JOINT SUB-REGISTRAR V.A. YAVAT
सह. दुय्यम निबंधक अंबरनाथ - ३ यांचे मुद्रा
जि. ठाणे
Dist Thane

Owner

Purchaser/s

ANNEXURE "G"

Floor Plan



For HORIZON PROJECTS PRIVATE LIMITED

AUTHORIZED SIGNATORY

Owner

Purchaser/s

ANNEXURE "H"

Payment Schedule

Project: MY CITY – PHASE II CLUSTER 05 (1-6)

Flat No. 2407 on 24 Floor in "TOWER 6" Wing of "CLUSTER 05 (1-6)"

Rs.3772352 /- (Rupees Thirty Seven Lakh Seventy Two Thousand Three Hundred Fifty Two Only)

Payment Terms:

Sr. No.	Particulars	Amount
1	EMR	37724
2	BOOKING	150894
3	ON EXECUTION OF AFS	565853
4	ON COMMENCEMENT OF PLINTH	377235
5	ON COMMENCEMENT OF 1ST & 2ND SLAB	120715
6	ON COMMENCEMENT OF 3RD & 4TH SLAB	120715
7	ON COMMENCEMENT OF 5TH & 6TH SLAB	120715
8	ON COMMENCEMENT OF 7TH & 8TH SLAB	120715
9	ON COMMENCEMENT OF 9TH & 10TH SLAB	120715
10	ON COMMENCEMENT OF 11TH & 12TH SLAB	120715
11	ON COMMENCEMENT OF 13TH & 14TH SLAB	120715
12	ON COMMENCEMENT OF 15TH & 16TH SLAB	120715
13	ON COMMENCEMENT OF 17TH & 18TH SLAB	120715
14	ON COMMENCEMENT OF 19TH & 20TH SLAB	120715
15	ON COMMENCEMENT OF 21ST & 22ND SLAB	120715
16	ON COMMENCEMENT OF 23RD & 24TH SLAB	120715
17	ON COMMENCEMENT OF 25TH & 26TH SLAB	120715
18	ON COMMENCEMENT OF 27TH ,28TH & 29TH SLAB	128260
19	ON COMMENCEMENT OF BRICK WORK	150894
20	ON COMMENCEMENT OF INTERNAL PLASTER	150894
21	ON COMMENCEMENT OF EXTERNAL PLASTER	150894
22	ON COMMENCEMENT OF FLOORING	150894
23	ON COMMENCEMENT OF DOORS & WINDOWS	150894
24	ON INTIMATION OF POSSESSION	188621
	Total	3772352

- Plus GST and any other taxes as applicable

THE SEAL OF THE JOINT SUB-REGISTRAR KALYAN-3 सह.दुय्यम निबंधक कल्याण - ३ ठाणे जि.ठाणे Dist Thane

Owner

Purchaser/s

ANNEXURE "I"

Other Charges

	Particulars	Amount in Rs.
1	Building Cam Charges To Be Paid In Advance	73472
2	Apex Body Charges To Be Paid In Advance	48350
3	Society Formation And Registration Charges	19349
4	Electricity And Water Connection Charges	35000
5	Legal Charges	20000
6	Proportionate Share Of Property Taxes Of Common Area	15000
7	Share Money	651
8	Building Protection Deposit	25000
	Total	236822

* Towards Water, Electricity, Drainage and Sewage Charges.

* Building CAM Charges estimated @ Rs. 7.56/- per square foot on carpet area, including deck and utility area, EBVT area, if any (plus the applicable GST thereon) for 24 months. The actual charges will be communicated at the time of possession.

* Apex Body CAM Charges estimated @ Rs. 1.99/- per square foot on carpet area, including deck and utility area, EBVT area, if any (plus the applicable GST thereon) for 60 months. The actual charges will be communicated at the time of possession.

* Particular "Society Formation" & "Legal Charges" also includes Other Charges and Expenses incurred for application and entrance

* Plus GST and any other taxes as applicable

* The above charges are estimated & actual charges will be communicated at the time of possession.

कल्याण - ३
दस्त क्र. ७२५६२ | २०२३
५४ | ६२

THE SEAL OF THE JOINT SUB-REGISTRAR KALYAN-3
सह-दुय्यम निबंधक कल्याण-३ वर्ग-२
जि.ठाणे
Dist Thane

ANNEXURE "J"

Flat Amenities

LIST OF AMENITIES IN THE FLAT

1 Vitrified tile flooring of renowned brand

2 Gypsum finished walls and ceiling with OBD paint

3 Granite kitchen platform with S.S sink with 2ft. Ht. dado tiles

4 Vitrified tile flooring and dado in toilets

5 Branded CP and Sanitary fittings

6 Provision of Instant geysers in bathrooms

7 Provision for Exhaust fan in kitchen and toilets

8 Aluminium sliding window of reputed brand

9 Laminate finished external and internal doors with wooden frames

10 Branded Hardware for all doors

11 electrical switches of renowned brand

कल्याण - ३
दस्त क्र. १४०४२ | २०२३
०५ | ०२

THE SEAL OF THE JOINT SUB-REGISTRAR KALYAN-3
Dist Thane

Owner

Purchaser/s

ANNEXURE "K"

Project Amenities

LIST OF AMENITIES IN THE PROJECT

1 Elegantly designed Entrance lobby

2 Well- designed lift lobby

3 Gypsum finished walls and ceiling with OBD paint

4 High speed elevators

5 DG back up for common areas and elevators

6 Well finished podium parking areas

7 CCTV cameras in entrance lobby

8 Landscaped Garden

9 Jogging track

10 Party lawn

11 Multi-purpose court

12 Kid's play area

13 Senior Citizen's corner

14 CLUB HOUSE AMENITIES

A. Reception lounge

B. Indoor games zone

C. Party Hall

D. Gymnasium

कल्याण - ३
दस्त क्र. ९४५२ २०२३

THE SEAL OF THE JOINT SUB-REGISTRAR KALYAN-3
सह.दुय्यम निबंधक कल्याण - ३ वाडी मुंब
जि.ठाणे
Dist Thane

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 : **P51700019085**

Project: MY CITY- PHASE II -CLUSTER 05 - PART I, Plot Bearing / CTS / Survey / Final Plot No.:S.NOS.AS PER CERTIFICATES ATTACHED at Usarghar, Kalyan, Thane, 421201;

1. Horizon Projects Pvt Ltd having its registered office / principal place of business at *Tehsil: Mumbai City, District: Mumbai City, Pin: 400022.*
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 (l) 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 04/01/2019 and ending with 30/03/2025 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
Digitally Signed by
Dr. Vasant Premanand Prabhu
(Secretary, MahaRERA)
Date:09-09-2021 14:39:24

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

कल्याण - ३
Dated: 09/09/2021
Place: Mumbai
सन २०२३

THE SEAL OF THE JOINT SUB-REGISTRAR KALYAN-3
सह दुय्यम निबंधक कल्याण - ३ यांचे मुद्रा
सत्यमेव जयते
जि. ठाणे
Dist Thane

Owner

Purchaser/s

आयकर विभाग भारत सरकार
INCOME TAX DEPARTMENT GOVT. OF INDIA
HORIZON PROJECTS PRIVATE LIMITED
04/02/2011
Permanent Account Number
AAFCR1404F

कल्याण - ३
दस्त क्र. ९२५९२ / २०२३
८८ / ९२

THE SEAL OF THE JOINT SUB-REGISTRAR KALYAN-3
सह.दुय्यम निबंधक कल्याण - ३ यांची मुद्रा
जि. ठाणे
Dist Thane

Owner

Purchaser/s

आयकर विभाग भारत सरकार
INCOME TAX DEPARTMENT GOVT. OF INDIA

AKHILESH SHRIRAMBAHAL GAUTAM

SHRIRAMBAHAL GURUDAYAL GAUTAM

20/05/1990

Permanent Account Number

APOPG5490D

Signature

अखिलेश

आयकर विभाग भारत सरकार
INCOME TAX DEPARTMENT GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

APBPG2555C

नाम / Name
GOPI CHANDRA GAUTAM

पिता का नाम / Father's Name
RAJIT JOKHU GAUTAM

जन्म की तारीख
Date of Birth
11/10/1983

हस्ताक्षर / Signature

28122019

G. C. gautam

आयकर विभाग भारत सरकार
INCOME TAX DEPARTMENT GOVT. OF INDIA

ANITA DAMODAR PATIL

DAMODAR LAXMAN PATIL

16/10/1975

Permanent Account Number

ATZPP0756A

Signature

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THE SEAL OF THE JOINT SUB-REGISTRAR KALYAN-3
सह.दुय्यम निबंधक कल्याण – ३ वाशी
जि. ठाणे
Dist Thane

Urban Development Department
Mantralaya Mumbai 400032
Dated:- 21st August, 2017

NOTIFICATION

Maharashtra Regional and Town Planning Act, 1966

No. TPS-1217/531/CR-72/17/UD-12

Whereas, the Government of Maharashtra has appointed the Mumbai Metropolitan Region Development Authority (MMRDA) as a Special Planning Authority under the provisions of Section 40 of the Maharashtra Regional and Town Planning Act, 1966 (hereinafter referred to as "the said Act") vide Notification No.-1299/1910/CR-34/2000/UD-12 dated 9th August, 2006 (hereinafter referred to as "the said Authority") for the notified 27 villages of Kalyan and Ambarnath Taluka (hereinafter referred to as 'the said Notified Area');

And whereas, the Draft Development Plan and its Development Control Regulations of the said Notified Area has been partly sanctioned by the Government vide Notification No.TPS-1212/1697/CR-101/13/UD-12, dated the 11th March, 2015 and Excluded Portion of the Development Plan and Development Control Regulations of the said Notified Area has been sanctioned under section 31(1) of the said Act, by the Government vide Notification No.TPS-1216/CR-240/16/UD-12, dated the 9th May, 2017, (hereinafter collectively referred to as 'the said Development Plan and the said Development Control Regulations);

And whereas, the Integrated Township Project is permissible in the said notified area, as per the said Development Control Regulations of the said Development Plan;

And whereas, M/s Horizon Projects Pvt. Ltd. (hereinafter referred to as "the Applicant Company") have submitted a proposal to the Government for grant of Locational Clearance in respect of an area which includes lands admeasuring about 57.54.00 Ha-Are (including the lands described in the Schedule-A appended with this notification) from Village Usarghar and Sandap, Taluka Kalyan, Dist.Thane (hereinafter referred to as "the said Area under Application") for the purpose of development as Integrated Township Project" (hereinafter referred to as "the said Project");

And whereas, as per the proposals of the said Development Plan the area under the said Project of the said Applicant Company is partly included in Residential Zone, Commercial zone; partly affected by the various Development proposals and D.P. Roads as per the said Development Plan;

And whereas, after making necessary enquiries and after consulting the Director of Town Planning, Maharashtra State, Pune, the Government is of the opinion that the proposal submitted by the Applicant Company, as regards lands admeasuring approx. 52.835 Ha-Are of village Usarghar and Sandap, Taluka Kalyan, Dist. Thane, more particularly described in schedule-A appended to this Notification is in accordance with the provisions of the Development Control Regulations including the Regulation for Integrated Township Project presently applicable to the said Area and hence the said Project can be declared to be an Integrated Township Project and Locational Clearance can be granted under section 44 (2) of the said Act;

Now, therefore, without prejudice to the provisions of the said Act, the Government, in exercise of the powers conferred under section 44 (2) of the said Act, hereby declares the said Project to be an "Integrated Township Project", for an area admeasuring approx. 52.835 Ha-Are, more specifically described in "Schedule-A" appended hereto, and grants Locational Clearance to the same, subject to the following terms and conditions:

Terms and Conditions:-

I) *With respect to ownership title of land-*

1) *Ownership /Development Rights of the said lands must be with the Applicant Company and the Applicant Company shall submit registered copy of memorandum of understanding, joint venture, etc. to the Concerned Special Planning Authority before the Letter of Intent*

2) *It shall be the responsibility of the Applicant Company to procure the proof of ownership of the said lands and to submit certified copies of ownership documents, revenue record and authorised measurement plan, ownership rights, the certified documents of proof of development rights to the Concerned Special Planning Authority before the Letter of Intent.*

3) *The Lands in the said Integrated Township Project, which are parts of S.No./Hat. shall be incorporated in the Master Plan layout only after the measurement of such lands from the Taluka Inspector of land Records. If such lands are found not to be continuous, then such lands shall stands automatically excluded from this Locational Clearance and if after exclusion of such lands, the area under the said Integrated Township Project becomes less than 40 Ha. Are., the said Applicant Company will not be entitled for the implementation of the Integrated Township Project.*

4) *The said Applicant Company shall obtained and submit the necessary certificate from the competent authority of the Forest Department as per the provision of the Special Regulation for Development of Integrated Township Project, to the Concerned Special Planning Authority before the Letter of Intent.*

5) *The Applicant Company shall obtain the necessary certificate from the competent authority of the Revenue and Forest Department mentioning that the lands included in this Integrated Township Project are not Government /Forest/ Tribal lands.*

6) *If the aforesaid Integrated Township Project includes the lands which are affected by the provisions of Maharashtra Tenancy and Agricultural Land Act and have restricted tenure, the Applicant Company shall follow the appropriate procedure as per law to remove such entries from the Property Card of the lands. After removal of such entries, the Concerned Special Planning Authority shall grant the final approval to the Master Plan.*

7) *If the Property Cards of the lands in the said Integrated Township Project are with any kind of issue, bank loan, right title interest in favour of any third party/person, then it shall be the sole responsibility of the Applicant Company to resolve the issue at his/their own cost. The Concerned Special Planning Authority shall make sure about the removal of such entries before sanctioning the Master Plan.*

8) *If any document regarding the ownership or Development Rights of lands included in the project is found to be false and any judicial proceeding arises regarding the same, then it shall be the sole responsibility of the Applicant Company and in such circumstances the Locational Clearance granted in respect of such lands shall stand cancelled.*

9) *The Applicant Company shall submit the proposal after getting above mentioned required NOCs and obtain Letter of Intent as per the provision 4.1(G) of the Special Regulation for Development of Integrated Township Project from the Concerned Special Planning Authority.*

10) *The Terms and conditions mentioned in the Government in Revenue and Forest Department Resolution No.Land-3714/CR-374/J-4, dated the 25/8/2014 shall be binding on the said Applicant Company.*

II) *With respect of Environment-*

1) *It shall be binding on the Applicant Company to obtain and submit the Environment Clearance from the Ministry of Environment, Forest and Climate Change, Government of India and the appropriate authority of the State Government, at the time of the building permission to the Concerned Special Planning Authority. Also the terms and conditions mentioned in the Environmental Impact Assessment Notification issued from time to time by the Ministry of Environment, Forest and Climate Change shall be binding on the Applicant Company.*

2) *It shall be the responsibility of the Applicant Company to dispose off the solid waste generated in the project as per the criteria laid down by the Maharashtra Pollution Control Board, Mumbai and obtain the consent from the concerned Authority. The No Objection Certificate in this regard shall be obtained and submitted to the concerned Maharashtra Pollution Control Board, before the first consent of the concerned Special Planning Authority.*

3) *The Applicant Company shall obtain and submit the necessary No Objection Certificate from the Irrigation Department as per the provision 4.1(d) of the Special Regulation for development of Integrated Township Project to the Concerned Special Planning Authority before the Letter of Intent.*

4) *The terms and conditions imposed by the Irrigation Department and other concerned department of the State Government from time to time shall be binding on the Applicant Company. The existing nalas /water resources, etc. in the area of Integrated Township Project shall not be closed.*

5) *It shall be binding on the Applicant Company to provide water supply as per the provision of the Special regulation for Development of Integrated Township Project at their cost and responsibility. The conditions imposed by the Irrigation Department in these regards, from time to time shall be binding on the Applicant Company.*

6) *The Applicant Company shall submit the proof regarding availability of adequate water supply alongwith the necessary documents, etc. required for the said Integrated Township Project as per the provision of the Integrated Township Project regulation, with the proposal of Master Plan being submitted to the Concerned Special Planning Authority, for the approval.*

7) *It shall be binding on the Applicant Company to provide the electricity as per the provision of Integrated Township Project regulation at their own cost and responsibility. The Concerned Special Planning Authority shall obtain the relevant documents from the Applicant Company regarding the necessary permissions and also the firm commitment of electricity for the entire Integrated Township Project from the concerned power supply company before the approval of the Master Plan as per the provision of the Integrated Township Project regulation.*

8) *It shall be binding on the Applicant Company to submit the certificate of the Archaeological Department, as per the provisions of the Integrated Township Project regulation, to the Concerned Special Planning Authority before obtaining the Letter of Intent.*

III) *With Respect to Development-*

1) *The said Integrated Township Project Applicant Company has consent of [illegible] as per the provision of the Regulation for Integrated Township Project of the prevailing Development [illegible] wide access. The Concerned Special Planning Authority shall ensure the availability of the [illegible] access before granting the Letter of Intent to the Applicant Company.*

2) *The Applicant Company shall provide the proof of required width as specified in prevailing Development Control Regulations but not less than [illegible] width as Private and Government lands [illegible] the said Integrated Township Project.*

3) *It shall be binding on the Applicant Company to [illegible] the public roads and other rights [illegible] the said Integrated Township Project. The existing roads/ Development Plan roads/proposed roads should be kept open for the general public.*

4) *In the said Integrated Township Project [illegible] the construction of C. Do work for [illegible] approval of the concerned Special Planning Authority [illegible] the Applicant Company. Also in the said Integrated Township Project, the required distance as per the prevailing Development Control Regulations from the river, nalas, canals, lakes and other water resources shall be maintained by the Applicant Company.*

5) *The Concerned Special Planning Authority shall ensure the quantum of land having slope equal to or more than 1:5 as per the authorised Contour Plan, in the said project, whether such lands are specifically marked or not on the Regional Plan or not and also the said Applicant Company shall pay the premium as per the provision of the Integrated Township Project regulation for such lands to the concerned District Assistant Director of Town Planning before obtaining the Letter of Intent from the Concerned Special Planning Authority.*

6) The Applicant Company shall have to plan and earmark the lands at suitable locations for public purpose reservations along with the Development Plan proposals for the population to be accommodated within the Integrated Township Project as per regulation and shall plan and develop the same at their own cost.

IV) Other Terms and Conditions-

1) If the terms and conditions mentioned above are not fulfilled by the Applicant Company the powers rights of cancellation of the Locational Clearance granted vide this notification are kept with Government.

2) The Applicant Company shall implement the Project as per the Regulation for Development of Integrated Township Project sanctioned for the said Notified area alongwith the prevailing Development Control Regulation. The amendment orders, etc. to the Regulation of Integrated Township Project from time to time shall be binding on the Applicant Company.

02. The details of lands under the said Integrated Township Project are shown in 'Schedule-A' appended hereto, and the plan showing the boundaries of the said Integrated Township Project is shown in 'Schedule-B' appended hereto.

03. The details of land and the plan i.e. 'Schedule-A' and 'Schedule-B' shall be available for the inspection of the general public, during office hours on all working days at the following offices:

a) The Metropolitan Commissioner, Mumbai Metropolitan Region Development Authority, Bandra-Kurla Complex, Bandra (E), Mumbai.

b. The Collector, Thane.

c. The Joint Director of Town Planning, Konkan Division, Konkan Bhavan, Third Floor, Navi Mumbai.

d. The Assistant Director of Town Planning, Thane Branch, Thane.

04. This Notification shall come into force from the date of its publication in the Maharashtra Government Gazette.

05. This Notification shall also be available on the Government Website- www.maharashtra.gov.in

By order and in the name of the Governor of Maharashtra,

(Ashok K. Khandekar)
Section Officer to Government

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"SCHEDULE-A"
(Annexure to Govt. Notification No.-1217/331/C.R.-72/17/ UD-12, dated the 21st August, 2017)

Description of Lands Notified for Special Township Project at Village-UKARGHAR, Tal. Kalyan, Dist.- Thane.

Sr. No.	Survey No.	Hissa No.	Area (Hec Are)
1	13	3	0.063
2	13	3	0.133
3	13	5/A	0.102
4	13	5/B	0.839
5	13	4	0.817
6	13	5	0.025
7	19	1	0.013
8	19	2	0.106
9	19	3	0.056
10	19	4	0.045
11	20	2	0.040
12	20	4	0.062
13	20	5	0.103
14	34	1	0.443
15	36	8/A	0.267
16	36	8/B	0.445
17	37	1	0.101
18	37	2	0.372
19	38	1	0.371
20	38	3	0.266
21	38	5	0.818
22	38	4	0.031
23	38	9	0.078
24	53	10	0.154
25	53	11	0.243
26	71	1	1.439
27	71	2	0.523
28	71	3	0.116
29	71	4	0.013
30	71	5	[illegible]
31	91	1	[illegible]
32	91	2	0.015
33	91	3	0.021
34	91	4	0.099
35	91	5	0.134
36	92	1	0.215
37	92	2	0.018
38	93	--	10.390
39	103	2	0.251
40	103	3	0.040
41	103	4	0.020
42	103	5	0.037
43	103	6/A	0.131
44	103	6/B	0.146
45	103	7	0.270
46	103	8	0.070
47	103	9	0.340
48	103	10	0.220
49	103	11	0.240
50	103	12	1.310
51	103	13	1.622
52	103	14/B	0.030
53	103	15	0.070
54	103	16	0.050
55	103	17	0.100
56	103	18	0.030
57	106	2	0.040
58	106	3	0.120
59	106	6	0.470
60	107	1	0.333
61	107	2/A	0.310
62	107	2/B	0.434
63	107	3	2.372
64	107	4	0.394
65	107	5	0.073
66	107	6	0.260
67	107	7	1.060
68	107	[illegible]	0.290
69	107	[illegible]	2.180
70	107	10	0.020
71	107	11	0.650
72	107	12	0.073
73	107	13	0.010
74	107	14	0.010
75	107	15	0.043
76	107	16	0.013
77	107	17	0.010
78	107	18	0.318
79	107	19	0.016
80	107	20	0.107
81	107	22	0.012
82	107	23	0.010
83	107	24	0.036
84	107	25/A	0.061
85	107	25/B	0.173
86	107	26/A	0.005
87	107	26/B	0.020
88	108	1	7.653
89	108	2	0.009
90	108	3	0.060
91	109	--	0.764
92	134	1	0.235
93	134	2	0.124
94	134	3	0.134
Description of Lands Notified for Special Township Project at Village - SANDAP, Tal. Kalyan, Dist.- Thane			
95	21	1	0.060
96	2	--	0.147
Total			Approx. 52.255

दस्त क्र. १४६२ / २०२३

02

JOINT SUB-REGISTRAR KALYAN-3
Dist Thane

(Ashok K. Khandekar)

Challan

Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

Receipt of Document Handling Charges

Payment Details

Receipt of Document Handling Charges

Payment Details

क.ल.न.-५

दस्त क्र. ३९२९ / २०२३

Dist Thane

कोरे पृष्ठ

कलन-३

दस्त क्र. ७१८९९ | २०२३

५ | ९२

Dist Thane

CHALLAN

कलन-३

दस्त क्र. ३९३० | २०२३

७ | ३९

DEFACED

₹.600.00

DEFACED

Document Handling Charges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	24032023151138	Receipt Date	24/03/2023

Received from HORIZON PROJECTS PRIVATE LIMITED, Mobile number 7028411234, an amount of Rs.300/-, towards Document Handling Charges for the Document to be registered on Document No. 3030 dated 24/03/2023 at the Sub Registrar office Joint S.R.Kalyan 5 of the District Thane

DEFACED
₹ 300
DEFACED

Payment Details

Bank Name	IDBI L	Payment Date	24/03/2023
Bank CIN	100041520230324173 25	ATP No	2924362102
Defaced No	24032023105560	Defaced Date	24/03/2023

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

क.ल.न.-५
दस्त क्र. ३८३० | २०२३
४ | ३८

THE SEAL OF JOINT SUB-REGISTRAR KALYAN-5 THANE

SPECIAL POWER OF ATTORNEY
(BEING THE DEVELOPMENT AGREEMENT IN THE MEANING)

AS TO WHOM THESE PRESENTS MAY COME, I/We, the undersigned representative of HORIZON PROJECTS PRIVATE LIMITED (CIN No. U70200MH2006PTC163 [illegible]) a company [illegible] and having its office at [illegible] Thane [illegible] (hereinafter referred to as the "Developer") [illegible]

WHEREAS,

A. HORIZON PROJECTS PRIVATE LIMITED is a company [illegible] and the promoters of the said firm are [illegible] (hereinafter referred to as the "Developer") is developing [illegible] (hereinafter referred to as the "Project") [illegible]

B. The Co-owner is entitled to [illegible] Thane [illegible] (hereinafter referred to as the "Said Land") [illegible]

C. [illegible]

D. [illegible] Thane [illegible]

E. [illegible]

F. [illegible]

Page 1 of 3

[illegible]

Page 2 of 3

[illegible]

Page 3 of 3

[illegible]

For HORIZON PROJECTS PVT. LTD.
Authorised Signatory

क.ल.न.-५
दस्त क्र. ३८३० | २०२३
४ | ३८

जोडलेल - ३
दस्त क्र. ३८३० | २०२३
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[illegible]

क.ल.न.-५
दस्त क्र. ३८३० | २०२३
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HORIZON PROJECTS PVT. LTD.

[illegible]

THE JOINT SUB-REGISTRAR KALYAN-3 कल्याण - ३ यांची मुद्रा
Dist. Thane

[illegible]

HORIZON PROJECTS PVT. LTD.

क.ल.न.-५
दस्त क्र. ३८३० | २०२३
२० | २८

Maharashtra State Electricity Distribution Co. Ltd.

क.ल.न.-५
दस्त क्र. ३८३० | २०२३
२० | २८

क.ल.न.-५
दस्त क्र. ३८३० | २०२३

क.ल.न.-५
दस्त क्र. ३८३० | २०२३
२७ | २८

कल्याण - ३
दस्त क्र. ४५२ | २०२३
२७ | ९२

THE SEAL OF THE JOINT SUB-REGISTRAR KALYAN-3
सह दुय्यम निबंधक कल्याण - ३ यांचे मुद्रा
महाराष्ट्र शासन
जि. ठाणे
Dist Thane

क.ल.न.-५
दस्त क्र. ३८३० | २०२३
२७ | २८

कोरे पृष्ठ
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क.ल.न.-५
दस्त क्र. ३८३० | २०२३
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क.ल.न.-५	
दस्त क्र.३९३०	२०२३
३९	३८

कोरे पृष्ठ
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सह. दुय्यम निबंधक वर्ग-२
कल्याण क्र.५

सह. दुय्यम निबंधक वर्ग-२
कल्याण क्र.५

प्रमाणित प्रत

क.ल.न.-५	
दस्त क्र.३९३०	२०२३
३९	३८

कल्याण-३	
दस्त क्र.१४७९२	२०२३
११	९२

THE SEAL OF THE JOINT SUB-REGISTRAR KALYAN-3
सह.दुय्यम निबंधक कल्याण - ३ यांची मुद्रा
महाराष्ट्र शासन
जि. ठाणे
Dist Thane

कुलमुखत्यार पत्राचे घोषणापत्र

मी वैभव वाघ या द्वारे घोषित करतो कि, दुय्यम निबंधक कल्याण ३ यांचे कार्यालयात करारनामा या शीर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. हॉरिझोन प्रोजेक्ट्स प्रा. ली. तर्फे संचालक सौरभ नातु व इतर यांनी दिनांक २४/०३/२०२३ रोजी मला दिलेल्या कुलमुखत्यार पत्राच्या आधारे मी सदर दस्त नोंदणीस सादर केला आहे / निष्पादित करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यार पत्र लिहून देणार यांनी कुलमुखत्यार पत्र रद्द केलेले नाही किंवा कुलमुखत्यार पत्र लिहून देणार व्यक्तीपैकी कोणतीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यार पत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यार पत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वेय शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

ठिकाण : कल्याण ३

दिनांक :

सही /-

कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार

दस्त क्र. ९२८४	२०२३
रु.	९२

THE SEAL OF THE JOINT SUB-REGISTRAR KALYAN-3
Dist Thane

CHALLAN
MTR Form Number-6

GRN	MH008728232202324E	BARCODE		Date 28/09/2023-11:15:52	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)	APOPG5490D
Office Name	KLN3_KALYAN NO 3 JOINT SUB REGISTRA	Full Name	AKHILESH SHRIRAMBAHAL GAUTAM
Location	THANE		
Year	2023-2024 One Time	Flat/Block No. Premises/Building	FLAT NO 2407 24TH FLOOR TOWER CL05-06 MY CITY PHASE II

Account Head Details	Amount In Rs.		
0030046401 Stamp Duty	170000.00	Road/Street	USARGHAR DOMBIVLI EAST
0030063301 Registration Fee	30000.00	Area/Locality	372 SQ. FT.
		Town/City/District	
		PIN	4 2 1 2 0 4
		Remarks (If Any)	PAN2=AAFCR1404F~SecondPartyName=HORIZON PROJECTS PVT LTD~CA=3772352
Total	2,00,000.00	Amount In Words	Two Lakh Rupees Only

DEFACED ₹200000.00 DEFACED

Payment Details	PUNJAB NATIONAL BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	03006172023092800177	468507957
Cheque/DD No.		Bank Date	RBI Date	28/09/2023-11:18:12	Not Verified with RBI
Name of Bank		Bank-Branch		PUNJAB NATIONAL BANK	
Name of Branch		Scroll No. , Date		1 , 30/09/2023	

Department ID : Mobile No. : 9000000000

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागु आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.

कलम - ३
दस्त क्रं. 9408२ / २०२३
e0 e2

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(iS)-72-14762	0004688202202324	04/10/2023-16:18:32	IGR126	30000.00

THE SEAL OF THE JOINT SUB-REGISTRAR KALYAN-3 सह दुय्यम निबंधक कल्याण - ३ जि.ठाणे Dist Thane

Print Date 04-10-2023 04:21:32

72/14762
बुधवार,04 ऑक्टोबर 2023 4:18 म.नं.

दस्त गोषवारा भाग-1

कलन3
दस्त क्रमांक: 14762/2023

दस्त क्रमांक: कलन3 /14762/2023

वाजार मुल्य: रु. 26,72,500/- मोवदला: रु. 37,72,352/-

भरलेले मुद्रांक शुल्क: रु.1,70,000/-

मुद्रांक शुल्क माफी असल्यास तपशिल :-

1) The Special Township Project : Mudrank-2006/UOR 53/CR536/M1 Dated 15.01.2008. and Mudrank 2012/R.R. 36/C.R. 22/M1 dated 06.01.2015

दु. नि. सह. दु. नि. कलन3 यांचे कार्यालयात
अ. क्रं. 14762 वर दि.04-10-2023
रोजी 4:16 म.नं. वा. हजर केला.

पावती:16186 पावती दिनांक: 04/10/2023
सादरकरणाराचे नाव: अखिलेश श्रीरामवहल गौतम -

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 1840.00
पृष्टांची संख्या: 92	
एकुण:	31840.00

दस्त हजर करणाऱ्याची सही:

Joint Sub Registrar Kalyan 3

Joint Sub Registrar Kalyan 3

दस्ताचा प्रकार: करारनामा

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

शिक्का क्रं. 1 04 / 10 / 2023 04 : 16 : 54 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 04 / 10 / 2023 04 : 18 : 23 PM ची वेळ: (फी)

– प्रतिज्ञा पत्र –

सदर दस्तऐवज नोंदणी [illegible] व म.नों.का. नियम १९६१ अंतर्गत तरतुदीनुसार नोंदणीस दाखल केला आहे. दस्तामधील संपुर्ण मजकुर निष्पादक व्यक्ती साक्षीदार व सोबत जोडलेले कागदपत्रे दस्ताची सत्यता कायदशीर बाबींसाठी खालील निष्पादक व्यक्ती संपूर्णपणे जबाबदार आहेत सबब सदर हस्तांतरण दस्तांमुळे राज्यशासन/केंद्रशासन यांच्या कोणत्याही कायदे/नियम/परिपत्रक यांचे उल्लंघन होत नाही

लिहून घेणार सही

लिहून देणार सही

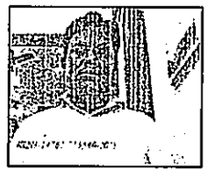
THE SEAL OF THE JOINT SUB-REGISTRAR KALYAN-3
सह दुय्यम निबंधक कल्याण - ३ यांचा मुद्रा
महाराष्ट्र शासन
जि.ठाणे
Dist Thane

04/10/2023 4 20:44 PM

दस्त गोपवारा भाग-2

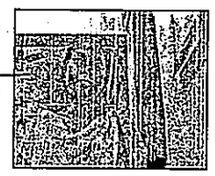
कलन3 e2/e2
दस्त क्रमांक:14762/2023

दस्त क्रमांक :कलन3/14762/2023
दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:मे. हॉरीझोन प्रोजेक्टस प्रा. लि. तर्फे डायरेक्टर / अधिकृत स्वाक्षरीकार सौरभ नातू तर्फे अधिकृत कुलमुखत्यार म्हणून किशोर कुमार जैन तर्फे कुलमुखत्यार म्हणून वैभव वाघ पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: पाचवा मजला, रुणवाल ऍण्ड ओमकार इम्क्रेअर, सायन चुनाभट्टी सिंग्नल समोर, सायन पुर्व, मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पॅन नंबर:AAFCR1404F	लिहून देणार वय :-41 स्वाक्षरी:-		
2	नाव:अखिलेश श्रीरामबहल गौतम - पत्ता:प्लॉट नं: रुम नं. 417, माळा नं: -, इमारतीचे नाव: ., ब्लॉक नं: -, रोड नं: विलेज वेलहर, खुर्द वेलहर, संत कबीर नगर, उत्तरप्रदेश, उत्तर प्रदेश, संत कबीर नगर. पॅन नंबर:APOPG5490D	लिहून घेणार वय :-33 स्वाक्षरी:-		

वरील दस्तऐवज करुन देणार तथाकथीत करारनामा चा दस्त ऐवज करुन दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:04 / 10 / 2023 04 : 19 : 37 PM

ओळख:-
खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता		छायाचित्र	ठसा प्रमाणित
1	नाव:अनिता पाटील - वय:41 पत्ता:लुईस वाडी, ठाणे पिन कोड:400604	स्वाक्षरी		
2	नाव:गोपी चंद्र गौतम - वय:40 पत्ता:कोपरखैरणे नवी मुंबई पिन कोड:400709	स्वाक्षरी		

शिक्का क्र.4 ची वेळ:04 / 10 / 2023 04 : 20 : 14 PM

शिक्का क्र.5 ची वेळ:04 / 10 / 2023 04 : 20 : 36 PM नोंदणी पुस्तक 1 मध्ये

Joint Sub Registrar Kalyan 3

Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	AKHILESH SHRIRAMBAHAL GAUTAM	eChallan	03006172023092800177	MH008728232202324E	170000.00	SD	0004688202202324	04/10/2023
2		DHC		1023028801580	1520	RF	1023028801580D	04/10/2023
3		DHC		1023036520903	320	RF	1023036520903D	04/10/2023
4	AKHILESH SHRIRAMBAHAL GAUTAM	eChallan		MH008728232202324E	30000	RF	0004688202202324	04/10/2023

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

प्रमाणित करण्यात येते की सदर दस्त क्र. 98069 मध्ये e2 पाने आहेत

14762 /2023

पुस्तक क्रमांक 1 वर नोंदला

दिनांक 8 / 10 / 2023

सह.दुय्यम निबंधक वर्ग-२, कल्याण-३

Know Your Rights as Registrants
1. Verify Scanned Document for completeness by using thumbnail (4 pages on a side) printout after scanning
2. Get print immediately after registration.

For feedback, please write to us at feedback.isarita@gmail.com

THE SEAL OF THE JOINT SUB-REGISTRAR KALYAN-3 सह दुय्यम निबंधक कल्याण - ३ जि. ठाणे Dist Thane

RUNWAL MYCITY

THE CITY OF CITIES

KALYAN-SHIL ROAD

Site Address: Runwal MyCity, Usarghar, Diva Manpada Road, Off Kalyan - Shilphata Road, Dombivli East, Thane 400612.

Corporate Address: Runwal & Omkar Esquare, 4th Floor, Off Eastern Express Highway, Sion (E), Mumbai 400 022.

MahaRERA registration number MyCity Phase I Part I - P51700000528, Phase I Part II - P51700009168, Phase II Cluster 4 - P51700008440, Phase II Cluster 5 Part I - P51700019085, Cluster 5 PART II, - P51700032157, Cluster 5 PART III - P51700027171. Available on website: http://maharera.mahaonline.gov.in under registered projects.

Runwal Mycity

Payment Schedule - Construction Linked Plan

	CL05-06-2407				28-Jul-23
Configuration	1 BHK OPTIMA				
Rera Carpet Area In Sq Ft	372.00	sq.ft	34.56	sq.mt	
Deck Area In Sq Ft	32.94	sq.ft	3.06	sq.mt	
Total Carpet Area	404.94	sq.ft	37.62	sq.mt	
Agreement Value	3772352		GST on AV	37724	
	Milestone %	Flat Cost	CGST+SGST	TDS	Final cheque (Less TDS)
0 Day(s) from date of booking.	1.0%	37724	377	0	38101
21 Day(s) from the date of Booking - (18-Aug-23)	4.0%	150894	1509	0	152403
45 Day(s) from date of booking.	15.0%	565853	5659	0	571511
On Intimation of ground Plinth	10.0%	377235	3772	0	381008
On Intimation of commencement of Slabs - to be divided equally in 29 slabs i.e. 2 podium + 1 Stilt + 25 habitable floors + Terrace	45.0%	1697558	16976	0	1714534
On Intimation of Commencement of Brick work	4.0%	150894	1509	0	152403
On Intimation of Commencement of Internal Plaster	4.0%	150894	1509	0	152403
On Intimation of Commencement of External Plaster	4.0%	150894	1509	0	152403
On Intimation of Commencement of Flooring	4.0%	150894	1509	0	152403
On Intimation of Commencement of Doors & Windows	4.0%	150894	1509	0	152403
On Intimation of Possession	5.0%	188618	1886	0	190504
Total (A)	100%	3772352	37724	0	3810076
Spot Booking Offer	Discount In AV	33400			
Amazon Voucher Offer	Discount In AV	11000			
		170000			
Stamp Duty (Approx)		30000			
Reg. & Scanning(Approx)				Runwal Mycity	
Stamp Duty Offer					
Reg & Scanning Offer		90000			
Other Charges (B)		121822			
Advance Maintenance Charges (C)		37724			
On Agreement Value (D)		38128			
In Other Charges (E)		₹ 42,60,026			
Grand Total (A+B+C+D+E)	HORIZON PROJECTS PRIVATE LIMITED				
Cheque Favouring	777705052015				
A/C No.	HORIZON PROJECTS PRIVATE LIMITED				
GST Favouring	777705052015				
GST A/C No.	ICICI BANK- IFSC CODE - ICIC0000740, SION BRANCH Shop 9,10 Mary land corner, Sion Mumbai 22				
			Car Park 1	Car Park 2	
Type of Car Park			None	None	
**0 Car-Park Allotted					

"TERMS & CONDITIONS :

1 (A) : The Consideration amount is arrived at after considering the benefit of input credit under GST Laws

1 (B) : Society and other charges applicable at the time of possession amounts to Rs. 90000. Society and other charges here includes Legal Charges, share money, Society formation and registration charges, Proportionate Shares of Property Taxes towards common areas, Electricity and water connection charges etc. Please note the charges mentioned are indicative and May vary at the time of possession The applicable government charges would be over and above extra, and would be paid in addition to the society and other charges.

1(C) Building protection deposit of Rs. 25,000/- shall be paid at the time of possession.

1 (D) : BCAM charges for 24 months to be paid at the time of possession is calculated @ Rs.7.56 PSF on total carpet area, subject to actuals.

1 (E) : APEX BODY CAM charges for 60 months to be paid at the time of possession is calculated @ Rs.1.99 PSF on total carpet area, subject to actuals.

2. Registration of the Unit / Apartment is mandatory as per Section 13 of the RERA Act . At the time of booking and registration of the apartment please carry original and photocopy of Pan Card and any one of the documents from among Aadhaar card/ Latest electricity bill/ Valid passport/ bank passbook with latest transactions / Registered Leave and License agreement.

3. Applicable Stamp Duty & Registration Charges to be paid via RTGS / NEFT to designated account shared by the Developer. For Stampduty & Registration Payment Beneficary Name: Horizon Projects Pvt Ltd, Bank Name : ICICI Bank, Bank A/c No.: 074005001815, Branch : Sion, IFSC Code : ICIC0000740

4. 1% TDS is applicable only in cases wherein the Agreement Value + Society & Other charges exceeds Rs. 50 lakhs. You are required to pay the same as per applicability & provide copy of challan form 16B signed in original on or before our due dates. Company details required to pay TDS:- Name: Horizons Projects Pvt. Ltd., PAN: AAFCR1404F, Address: Runwal & Omkar Esquare, 5th Floor, Eastern Express Highway, Sion (East), Mumbai –400 022, Contact number: 9136920151, email: mycitycustomercare@runwal.com

5. Scanning charges Rs.10000. is applicable at the time of registeration.

6. One Time Club Charges is inclusive in the above mentioned Cost, however club maintainance/usage charges will be over and above extra to be applicable as per actuals. Government taxes will be applicable at the rates prevailing at the time of payment .

7. Piped gas connection charges if provided will be payable at the time of offer of possession at actuals. These charges would be over and above the agreement value of the Unit/ apartment . Please note the charges mentioned are indicative and may vary at the time of possession The applicable government charges would be over and above extra, and would be paid in addition.

Society and other charges does not include the deposit/corpus funds payable as may be specified by any authority including by Ministry of Environment and Forests. Any such charges, if applicable shall be extra payable by the customer.

9. Alterations of the windows, grills, external elevation, facade is strictly not allowed.

10. All statutory payments with applicable rates share be borne by the customer with respect to the unit/ apartment .

11. On cancellation of the Unit /apartment, the amount paid before registration towards earmarking of apartment / unit stands Non -refundable under any circumstances .

12. Any change in applicable government taxes /charges/levies/duties, shall be borne and paid by the customer."

Akhilesh Gautam
Customer Name

Customer Signature

Date- 28/07/2023

Place- MYcity

Dhanashree Mandkar
Sales Manager Name

Sales Manager Signature

HORIZON PROJECTS PRIVATE LIMITED

With you always

Date: 12-10-2023

To,
ASSISTANT GENERAL MANGER
STATE BANK OF INDIA
RACPC MUMBAI

Dear Sir,

Re:- Permission to mortgage

We, HORIZON PROJECTS PRIVATE LIMITED hereby certify that:

1. We have Developed/are Developing, have Constructed/ are constructing the Flat described below, (the Said Flat) which has been allotted/ agreed to be allotted/ agreed to be sold by us to MR.AKHILESH SHRIRAMBAHAL GAUTAM (herein after referred to as "the purchasers"), subject to the due and proper performance and compliances of all the terms and conditions of the Agreement for Sale dated 04-10-2023 that we have entered into with them, duly registered under serial No. KLN3-14762-2023 with the Office of the Sub-Registrar of Assurances at KALYAN (hereinafter referred to as 'Sale agreement').

2. **Description of the Flat:**

Flat No./ House No.	:	2407
Carpet Area	:	372 Sq. Ft
Building No./ Name.	:	CL05-06
Project	:	"MY CITY" PHASE II (CLUSTER 05)
Street No./ Name	:	Diva Manpada Road
Locality Name	:	Off. Kalyan Shil Road
City Name	:	Dombivli Pin Code: 400 612.

3. That the total consideration for this transaction is Rs.3772352 /- (Rupees Thirty Seven Lakh Seventy Two Thousand Three Hundred Fifty Two Only) towards the sale of above Flat. In addition to above consideration, the purchasers will also be liable to pay stamp duty, registration fees, applicable taxes, society & other deposits and maintenance charges as may be demanded by us from time to time.

4. We have not borrowed from any financial institution for the purchase/ development of the property and have not created any encumbrances on the property agreed to be allotted to the said purchasers and the title of the said Flat described above is clear, marketable and free from all encumbrances and doubts, Save & except the mortgage created in favour ICICI Bank Ltd. However they have already given us their NOC for mortgaging the said flat in favour of any other Bank/ Financial Institution.

5. We confirm that we have no objection whatsoever to the said purchasers, at their own costs, charges, risks and consequences mortgaging the said Flat to STATE BANK OF INDIA (herein after referred to as "the Bank") as security for the amount advanced/ to be advanced by the Bank to them subject to the due and proper performance and compliances of all the terms and conditions of the sale agreement by the said purchasers. But, the Purchasers will only be solely & fully liable & responsible to pay & clear the entire loan amount, interest, etc. and every part thereof.

HORIZON PROJECTS PVT. LTD. MUMBAI

HORIZON PROJECTS PRIVATE LIMITED

With you always.

6. We will not create any encumbrances on the said flat agreed to be allotted to the purchasers during the currency of the loan sanctioned/ to be sanctioned by the Bank to them subject to the due and proper performance and compliances of all the terms and conditions of the sale agreement by the said purchasers.

7. After creation of proper charge/ mortgage and after receipt of the copies there of and after receipt of proper nomination in favour of the Bank, from the said purchasers, we are agreeable to accept the Bank as a nominee of the above named purchasers for the said flat described above and once the nomination favouring the Bank has been registered and advice sent to the Bank of having done so.We note not to change the same without the written NOC of the Bank.

8. After creation of charge/ mortgage and after receipt of the copies thereof and after receipt of the proper nomination in favour of the Bank, from the above named purchaser, I/ We undertake to inform the society about the Bank's charge on the said flat as and when the society is formed.

9. In case of cancellation of the sale agreement for any reason, we shall refund to the Bank, by a crossed cheque favouring "the Bank A/C the Purchasers", the sum or sums of money that the Bank had advanced to the Purchasers and paid to us directly, and forward the cheque directly to the Bank.

10. All Cheques/ Pay orders/ Demand Drafts/ Banker's Cheque for the loan disbursement may please be issued in the name of **"ICICI BANK LIMITED, Horizon Projects Pvt Ltd My City Cluster 5 Rera designated Account no. 777705052015".**

Thanking you,
Yours Faithfully,

For HORIZON PROJECTS PRIVATE LIMITED

Authorised Signatory

HORIZON PROJECTS PVT. LTD. MUMBAI

ICICI Bank

Ref no. CRF234642231950
September 07, 2023

Horizon Projects Private Limited
Runwal & Omkar Esquare, 5th Floor, Eastern Express Highway,
Opp. Sion-Chunabhatti Signal, Sion (E), Mumbai - 400022

Dear Sir/Madam,

Re: Consent for release of mortgage over Unit no. as mentioned below of the Project My City, located at survey nos.93 (P), 103/2, 107/1, 108/3 and 109(P) at village Usarghar, Taluka Kalyan, District Thane mortgaged to ICICI Bank Limited ("ICICI Bank") against the Facility amount provided by ICICI Bank, by way of an Indenture of Mortgage executed by the Borrower in favour of ICICI Bank.

You have informed ICICI Bank that you have agreed to sell the captioned unit (hereinafter the "said unit") to the person/s listed as below:

Name of the Purchaser	Bldg. No. / Flat No	Area of the Flat (sq ft)	Project Name	Agreement Value ₹
AKHILESH SHRIRAMBAHAL GAUTAM	CL05-06/2407	372	My City	37,72,352

You have requested us to release our mortgage right on the said unit to enable sale of the said unit to the Purchaser/s.
We state that consent is hereby accorded and the mortgage right over the said unit is hereby released, and that ICICI Bank shall have no claim, right title or interest in respect of the said unit whatsoever subject to the following conditions:

i) This consent hereby granted is restricted to release of mortgage over the unit described above in order to enable sale of the said unit to the Purchaser/s. Notwithstanding anything contained hereinabove, the consent hereby granted shall not authorize Horizon Projects Pvt. Ltd. to sell any other unit in the said project without applying to ICICI Bank for its consent.
ii) The consent hereby granted is subject to the Purchaser/s depositing all the sale proceeds payable by him to Horizon Projects Pvt. Ltd. as consideration for purchase of the said unit into the account no. 777705052015 opened by the Horizon Projects Pvt. Ltd. with ICICI Bank. In case of default by the Purchaser in depositing the sale proceeds in the account, ICICI Bank shall not be bound by the consent given hereby and shall retain all rights and claims over the property mortgaged to ICICI Bank.
iii) In the event the sale to the Purchaser/s is cancelled for any reason, the consent above accorded shall stand revoked forthwith and you shall have to apply for a fresh consent in relation to sale of the said unit to any other person.

Yours faithfully,
For ICICI Bank Limited
Authorised Signatory

ICICI BANK LIMITED MUMBAI

ICICI Bank Limited
ICICI Bank Towers,
Bandra-Kurla Complex,
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414
Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN :L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

RIZON PROJECTS PRIVATE LIMITED

TIN:27AAFCR1404F1ZS

N: AAFCR1404F

stomer No: 20024475

RUNWAL

With you, always

TAX INVOICE

Serial No:RV23/80/50003064

TE: 12-09-2023

AKHILESH SHRIRAMBAHAL GAUTAM
OM NO-417 , VILLAGE-BELHAR KHURD BELAHAR KHURD, SANT KABIR NAGAR ,
TAR PRADESH - 272270 Other
7) India - 272270
ntact No. 9619462837

N: APOPG5490D

ar Sir/Madam,

:F:-Unit No. CL05-06-2407 MY CITY - CLUSTER 05 T6 situated at RUNWAL MY CITY , OFF.KALYAN SHIL ROAD DIVA ANPADA ROAD POST – MANPADA, KALYAN SHIL ROAD THANE - 400612 MAHARASHTRA INDIA.

SN/S Code: 995411
is letter bears reference to your booking dated 28-07-2023 for the above mentioned unit at RUNWAL MY CITY. As per the ms and conditions of booking, we would like to inform you that in line with the payment schedule,your amount against this unit oking is due and payable ON COMMENCEMENT OF FLOORING as per below:

e statement of your Unit:

tal Agreement Value:	Rs.		37,72,352.00/-
Past Outstanding:-			
Amount Demanded:	Rs.		1,90,506.00/-
Amount Received:	Rs.		1,90,504.00/-
Amount Payable	Rs.		2.00/-
Basic Payable (A)	Rs.		2.00/-
Tax Payable (B)	Rs.		0.00/-
) Current Demand			
ON COMMENCEMENT OF FLOORING	Rs.		32,44,223.00/-
Total Value :	Rs.	32,44,223.00/-	
L :ITC value @ %	Rs.	0.00/-	
Net Value: (C)	Rs.	32,44,223.00/-	
Less:Deemed value of land(1/3rd of Net Value)	Rs.	10,81,300.00/-	
Taxable Value:	Rs.	21,62,923.00/-	
CGST @ 0.75% On Taxable Value	Rs.	16,222.00/-	
SGST @ 0.75% On Taxable Value	Rs.	16,222.00/-	
Total Tax On Current Demand(D)	Rs.		32,444.00/-
Total Current Outstanding towards Basic(A+C)	Rs.		32,44,225.00/-
- Less TDS Applicable (E)	Rs.		0.00/-
Final Amount to paid towards Basic Cost(A+C-E)	Rs.		3,244,225.00/-
Total Tax Payable(B+D)	Rs.		32,444.00/-

indly send us the Cheque/Pay order of Rs. 3,276,669.00/- in the name of " HORIZON PROJECTS PVT LTD MY CITY :LUSTER 5 RERA DESIGNATED ACCOUNT 777705052015 " OR through RTGS/NEFT- Bank name: ICICI BANK LIMITED; A/ ; No. 777705052015; IFSC Code : ICIC0000740 payments on or before 27-09-2023 to avoid interest.Address of the Bank: ICICI ;ANK LIMITED, SION BRANCH SHOP NO. 9, 10, MARY LAND CORNER, SION, MUMBAI – 400022

ase pay. TDS of Rs 0.00/- as per the provisions of Income Tax and furnish us the TDS certificate(Form 16B)immediately.

also have a payment gateway by which you may honour this payment, the link for which will be sent to you separately via ail and SMS. The link can also be accessed from the customer portal. Should you need any help with that, please feel free to tact your Relationship Manager.

e:

Please ignore this Invoice if payment is already made.

Any Delay in payment beyond 15 days will attract interest at the applicable rate along with GST as applicable.

f Demand Letter is not received,kindly collect it from the Head Office.

Kindly confirm the details of RTGS/NEFT payments immediately on mycitycustomercare@runwalgroup.in with the Unit details ayment transaction reference number.

Payment made against any demand raised by us,will be adjusted against interest on delayed payment(if any),applicable tutory levies & remaining against apartment value,in the same order.

Any delay in payment & filing of statement of TDS/TDS returns(Form 26QB) shall invite late fees under the Income Tax Act 61.

Declaration
We hereby declare and confirm that we are not specified person u/s 206AB of the Income Tax Act, 1961".

ou need any further assistance please feel free to contact us on +91-9136920151/52/53/54/55.

urs Faithfully,
r HORIZON PROJECTS PRIVATE LIMITED

CIN No.U45400MH2011PTC21214

uthorised Signatory)

te Office:RUNWAL MY CITY , OFF.KALYAN SHIL ROAD DIVA MANPADA ROAD POST – MANPADA, KALYAN SHIL ROAD HANE - 400612 MAHARASHTRA INDIA , EMAIL ID: MYCITYCUSTOMERCARE@RUNWALGROUP.IN, Website WWW.RUNWALGROUP.IN.

ace Of supply:MAHARASHTRA (27)

ead Office:HORIZON PROJECTS PRIVATE LIMITED , 4TH FLOOR, RUNWAL AND OMKAR ESQUARE, OFF. EASTERN XP HIGHWAY, OPP SION CHUNABHATTI SIGNAL, SION EAST, MUMBAI - 400022 MAHARASHTRA INDIA.

his is system generated invoice and does not require signature.

HORIZON PROJECTS PRIVATE LIMITED

Customer Copy

RUNWAL

4th Floor, Runwal And Omkar Esquare, off. Eastern Exp Highway. Opp Sion Chunabhatti signal, Sion East, MAHARASHTRA (state code:27)India-400022
GSTIN: 27AAFCR1404F1ZS
Ph: 022-61162000

RECEIPT

Receipt No. : 0140003505
Date : 28-08-2023
Customer ID: 20024475

Received with thanks from
First Allottee: Mr. AKHILESH SHRIRAMBAHAL GAUTAM
ROOM NO-417 , VILLAGE-BELHAR KHURD
BELAHAR KHURD, SANT KABIR NAGAR , UTTAR PRADESH - 272270

Other India-272270

Contact : 9619462837
PAN No : APOPG5490D
GSTIN No. :
Location :
State Code :

Co Allottee(s):
Payment in respect of Unit no:CL05-06-2407 on 24th Floor at MY CITY - CLUSTER 05 T6 , In MY CITY - CLUSTER 05 T6 OFF. KALYAN SHIL ROAD MAHARASHTRA India
Vide[illegible] No./NEFT-RTGS/Challan No. 064081 dated:18-08-2023 Drawn on- UBI

Description	Amount(Rs.)
Balance Within 21 Days Post Booking HSN CODE:995411 : CONSTRUCTION SERVICES OF SINGLE DWELLING OR MULTI Place of Supply:Mumbai	90,504

Amount in word: NINETY THOUSAND FIVE HUNDRED FOUR Rupees

90,504

- Acceptance of this payment won't guarantee transfer of ownership of unit till final payment is received
- Receipt is valid subject to realisation of cheque.

HORIZON PROJECTS PRIVATE LIMITED

Authorised Signatory

(Prepared by)

This system generated statement, No signature required

HORIZON PROJECTS PRIVATE LIMITED

Customer Copy

4th Floor, Runwal And Omkar Esquare, off. Eastern Exp Highway, Opp Sion Chunabhatti signal, Sion East, MAHARASHTRA (state code:27)India-400022
GSTIN: 27AAFCR1404F1ZS
Ph: 022-61162000

RECEIPT

Receipt No. : DF23/80/30000823
Date : 16-08-2023
Customer ID: 20024475

Received with thanks from
First Allottee: Mr. AKHILESH SHRIRAMBAHAL GAUTAM
ROOM NO-417 , VILLAGE-BELHAR KHURD
BELAHAR KHURD, SANT KABIR NAGAR , UTTAR PRADESH - 272270

Other India-272270

Contact : 9610462837
PAN No : APOPG5490D
GSTIN No. :
Location :
State Code :

Co Allottee(s):
Payment in respect of Unit no:CL05-06-2407 on 24th Floor at MY CITY - CLUSTER 05 T6 , In MY CITY - CLUSTER 05 T6 OFF. KALYAN SHIL ROAD MAHARASHTRA India
Vide Chq No./NEFT-RTGS/Challan No. AXISCN0308716566 dated:31-07-2023 Drawn on- NEFT

Description	Amount(Rs.)
EXCESS HSN CODE:995411 : CONSTRUCTION SERVICES OF SINGLE DWELLING OR MULTI Place of Supply:Mumbai	50.000

Amount in word: FIFTY THOUSAND Rupees

50,000

* Acceptance of this payment won't guarantee transfer of ownership of unit till final payment is received

* Receipt is valid subject to realisation of cheque.

HORIZON PROJECTS PRIVATE LIMITED

Authorised Signatory

(Prepared by)

This is system generated statement, No signature required

HORIZON PROJECTS PRIVATE LIMITED

Customer Copy

4th Floor, Runwal And Omkar Esquare, off. Eastern Exp Highway, Opp Sion Chunabhatti signal, Sion East, MAHARASHTRA (state code:27)India-400022
GSTIN: 27AAFCR1404F1ZS
Ph: 022-61162000

RECEIPT

Receipt No. : DF23/80/30000824
Date : 16-08-2023
Customer ID: 20024475

Received with thanks from
First Allottee: Mr. AKHILESH SHRIRAMBAHAL GAUTAM
ROOM NO-417 , VILLAGE-BELHAR KHURD
BELAHAR KHURD, SANT KABIR NAGAR , UTTAR PRADESH - 272270

Other India-272270

Contact : 9619462837
PAN No : APOPG5490D
GSTIN No. :
Location :
State Code :

Co Allottee(s):
Payment in respect of Unit no:CL05-06-2407 on 24th Floor at MY CITY - CLUSTER 05 T6 , in MY CITY - CLUSTER 05 T6 OFF. KALYAN SHIL ROAD MAHARASHTRA India
Vide Chq No./NEFT-RTGS/Challan No. AXISCN0309743385 dated:01-08-2023 Drawn on- NEFT

Description	Amount(Rs.)
EXCESS HSN CODE:995411 : CONSTRUCTION SERVICES OF SINGLE DWELLING OR MULTI Place of Supply:Mumbai	50,000

Amount in word: FIFTY THOUSAND Rupees 50,000

* Acceptance of this payment won't guarantee transfer of ownership of unit till final payment is received

* Receipt is valid subject to realisation of cheque.

HORIZON PROJECTS PRIVATE LIMITED

Authorised Signatory

(Prepared by)

This is system generated statement, No signature required

PRECISE
ARCHITECT & CONSULTANT

Date: 14-06-2023

TO WHOMSOEVER IT MAY CONCERN

This is to certify that, **'M/s. Horizon Projects Pvt. Ltd.'** – Developers have undertaken the Project Known as **"MY CITY – PH II – CLUSTER 5 – PART 1"** situated at Village Usarghar, Taluka Kalyan, District Thane. **(RERA Registration No.: P51700019085)**

The **Flooring Work** of **CL05-Tower 06** has got initiated. The Construction work of said tower is in progress as per the drawings of Architect and Structural Engineer.

Further work is in progress on site.

Thanking you,
Yours faithfully,

Prashant Harishchandra Parte

Ar. Prashant Parte
Lic. No. CA/2009/45173

ADD: 5/601, 6TH FLOOR, VASTUANAND CHSL, PARSIK NAGAR, KALWA (W), THANE – 400 605