

PARAM  UNTI  
THANE (W)

AGREEMENT FOR SALE

 **कल्प-तरु**<sup>®</sup>

536/8918

पावती

Original/Duplicate

Friday, July 05, 2019

नोंदणी क्र.: 39म

Regn.: 39M

10:29 AM

पावती क्र.: 9646

दिनांक: 05/07/2019

गावाचे नाव: माजिवडे

दस्तऐवजाचा अनुक्रमांक: टनन9-8918-2019

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: शिवप्रसाद सोमनाथ सालियन - -

नोंदणी फी

दस्त हाताळणी फी

पुष्ताची संख्या: 103

₹. 30000.00

₹. 2060.00

एकूण:

₹. 32060.00

आपणास मूळ दस्त, यंबनेल प्रिट, सूची-२ अंदाजे  
10:48 AM र्हा वेळेस मिळेल.

Sub Registrar Thane 9

मह दुय्यम निबंधक वग २ ठाण क्र. ९

बाजार मूल्य: ₹. 6715000/-

मोबदला ₹. 10408244/-

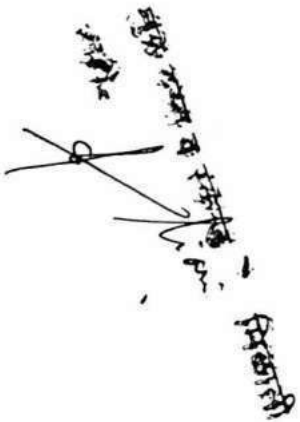
मरलेले मुद्रांक शुल्क : ₹. 729000/-

1) देयकाचा प्रकार: eChallan रकम: ₹. 30000/-

डीडी/घनादेश/चे ऑर्डर क्रमांक: MH003274994201920M दिनांक: 05/07/2019

द्विकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रकम: ₹ 2060/-

  
Sub Registrar Thane 9



05/07/2019

सूची क्र. 2

दुय्यम निबंधक : दु.नि. ठाणे 9  
दस्त क्रमांक : 8918/2019नोंदणी :  
Regn 63m

गावाचे नाव : माजिगडे

(1) विलेखाचा प्रकार	भारतनाथ
(2) मोबदला	10408244
(3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	6715000
(4) पुर-मापन, फोटोहिस्ता व परक्रमांक (असल्यास)	1) पालिकेचे नाव: ठाणे म. न. पा. इतर वर्णन : इतर माहिती: मीने माजीगडे सदनिका क्रमांक 42.4 वा मजला, एस्टर कल्पतरू परामाउनट ए, कलरकेम कंपाऊंड, ओल्ड मुंबई आगरा रोड, कापूरबावडी जंगलन जवळ, ठाणे पश्चिम, ठाणे 400608 सदनिका क्षेत्र 62.57 चौ मी विल्डाय सोबत 1 वेकल पार्किंग स्पेस, बंधिस्त बाल्कनी क्षेत्र 3.71 चौ मी विल्डाय, युटीलिटी बाल्कनी क्षेत्र 2.08 चौ मी विल्डाय, सर्वे नं. 114/2ची पर्ट, 114/3 पर्ट, 114/4 पर्ट, 115/4/2 पर्ट, 115/5 पर्ट व इतर ( Survey Number : 114/2ची पर्ट ; )
(5) क्षेत्रफळ	1) 62.57 चौ. मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमानामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-अनंता लॅन्डमार्कस प्रा ली लॉ फंक्ज मांडविद्या लॉ मुखत्यार ओमप्रकाश महता -- बय:-64; पत्ता:-व्हॉट नं. -, माळा नं. -, इमारतीचे नाव: 101 कल्पतरू सिनवर्गी साताकूझ पूर्व बाकोला, ब्लॉक नं. -, रोड नं. -, महाराष्ट्र, मुंबई. पिन कोड:-400055 फंन नं:-AABCK6989Q
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमानामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-शिवप्रसाद सोमनाथ सालियन - - बय:-36; पत्ता:-304, -, ब्रॅटवूड, पनवेलकर क्लासिक, बी कॅदीन रोड, अंबरनाथ (यु), ठाणे, अंबरनाथ साउथ, MAHARASHTRA, THANE, Non-Government. पिन कोड:-421501 फंन नं:-AZDPS8908B 2): नाव:-निसिथा शिवप्रसाद करकेरा सालियन - - बय:-32; पत्ता:-304, -, ब्रॅटवूड, पनवेलकर क्लासिक, बी कॅदीन रोड, अंबरनाथ (यु), ठाणे, अंबरनाथ साउथ, MAHARASHTRA, THANE, Non-Government. पिन कोड:-421501 फंन नं:-BENPK3262E
(9) दस्तऐवज करून दिल्याचा दिनांक	03/07/2019
(10) दस्त नोंदणी केल्याचा दिनांक	05/07/2019
(11) अनुक्रमांक, खंड व पृष्ठ	8918/2019
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	729000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	

मुल्यांकनासाठी विचारात घेतलेला

तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला

अनुच्छेद :-

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

मुद्रांक शुल्क आकारताना निवडलेला

Valuation ID 20190705230

मूल्यांकनचे वर्ष	2019
डिव्हिजन	ठाणे
मूल्य विभाग	वायुमन ठाणे महानगर नगर मधीलचे (ठाणे महानगरपालिका)
उप मूल्य विभाग	6/23-अ3 मधील मंडिवडी सर्कल
क्षेत्राचे नाव	Thane Municipal Corporation सर्कल नंबर 14 कमांक

बांधकाम मूल्य दर तक्त्यानुसार मूल्यावर रु.	98200	कार्पास	113700	दुकाने	150000	औद्योगिक	113700	मोठ्याप्रकारचे एकक	ची मीटर
सूची क्रमांक	17100	फ्लोअर	1.1700	वृत्ताने	1.5000	औद्योगिक	1.1700	मोठ्याप्रकारचे एकक	ची मीटर
बांधीव क्षेत्राची माहिती	बांधकाम क्षेत्रातील (Pop-बांधकामाचे वर्गीकरण-उपबांधण सुविधा -	62.57ची मीटर	1-आर सी सी	मीठे	मीठे	मीठे	मीठे	मीठे	मीठे
बांधकाम क्षेत्रातील (Pop-बांधकामाचे वर्गीकरण-उपबांधण सुविधा -	मीठे	मीठे	मीठे	मीठे	मीठे	मीठे	मीठे	मीठे	मीठे
बांधकाम क्षेत्रातील (Pop-बांधकामाचे वर्गीकरण-उपबांधण सुविधा -	मीठे	मीठे	मीठे	मीठे	मीठे	मीठे	मीठे	मीठे	मीठे

Sale Type - First Sale  
 Sale/Resale of built up Property constructed after circular dt:02/01/2018

पश्चातानुसार मिककरीचा प्रति चौ मीटर मूल्यावर  
 = (बांधकाम मूल्यावर \* पश्चातानुसार टक्केवारी) \* मजला निहाय घट/वाढ  
 = (98200 \* (100 / 100)) \* (100 / 100)  
 = Rs. 98200/-

- A) मुख्य मिककरीचे मूल्य  
 = वरील प्रमाणे मूल्य दर \* मिककरीचे क्षेत्र  
 = 98200 \* 62.57  
 = Rs. 6144374/-
- B) बंदिस्त बांधण तळाचे क्षेत्र  
 = 13.94 \* ( 98200 \* 25/100 )  
 = Rs. 342227/-
- C) लगतच्या गळीचे क्षेत्र  
 = 5.79 \* ( 98200 \* 40/100 )  
 = Rs. 227431.2/-

एकत्रित अंतिम मूल्य  
 = मुख्य मिककरीचे मूल्य + तळाघराचे मूल्य + मेड्युम/दुर्गम मजला क्षेत्र मूल्य + लगतच्या गळीचे मूल्य + वरील गळीचे मूल्य + बंदिस्त बांधण तळाचे मूल्य + सुट्या जमिनीवरील बांधण तळाचे मूल्य + पश्चाती भागातील सुट्या जमिनीचे मूल्य + बंदिस्त बांधकाम  
 = A + B + C + D + E + F + G + H + I  
 = 6144374 + 0 + 0 + 0 + 342227 + 227431.2 + 0 + 0 + 0  
 = Rs. 6714032.2/-

टक्के - 9  
 129/2018  
 9/903





GIRN :		MH000274994201920M	Amount :	7,59,000.00	Bank :	PUNJAB NATIONAL BANK	Date :	27/09/2019
2	(S) 536-8918	0001920427201920			05/07/2019-10-28-56	IGR121		
<b>Total Debitment Amount</b>								7,59,000.00

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 ८९९८/२०१९  
 ३ १९०३









[or] \_\_\_\_\_ trustees of the private trust constituted under the Deed of \_\_\_\_\_ having their/its address at \_\_\_\_\_

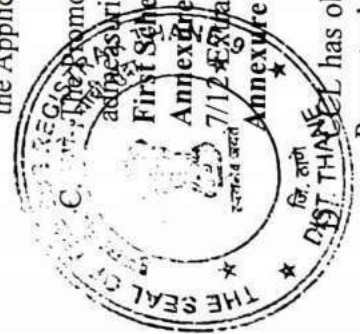
Trust/Settlement dated \_\_\_\_\_ the \_\_\_\_\_ registered under \_\_\_\_\_ having its registered office at \_\_\_\_\_ Trust, a public trust \_\_\_\_\_ by its trustees, hereinafter referred to as the "Allotee/s" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in the case of a/an: (i) individual or individuals, his, her or their respective heirs, legal representatives, executors, administrators, successors and permitted assigns, (ii) limited company, or limited liability partnership, its successors and permitted assigns, (iii) partnership firm, the partners from time to time of the firm and the heirs, legal representatives, executors and administrators, of its last surviving partner its or their successors and permitted assigns, (iv) hindu undivided family, the karta and manager and the coparceners from time to time thereof and the survivors or survivor of them, its or their successors and permitted assigns and (v) trust, the trustees for the time being of them, its or their successors and permitted assigns) of the **Other Part**.

The Promoter and the Allotee/s are hereinafter, wherever the context may so require, individually referred to as "Party" and collectively referred to as "Parties".

**WHEREAS:**

- A. By diverse mesne assignments and acts in law, and ultimately by and under the deeds and writings as set out in the statement annexed hereto and marked **Annexure 'A'**, the Promoter has acquired form Clariant Chemicals (India) Limited (formerly known as Colour-Chem Limited and hereinafter referred to as "CCL"), the exclusive entitlement (including to develop) to the lands situate, lying and being at Village Balkum & Majiwade, District Thane, hereinafter referred to as the "Larger Land".
- B. Out of the total area of the Larger Land admeasuring approximately 2,98,900 square meters, CCL has handed over/surrendered to the Thane Municipal Corporation ("TMC"), i) an area admeasuring about 967.25 square meters as setback for Balkum Saket Road as recorded in the TMC's letter dated 15<sup>th</sup> March, 2001, ii) an area admeasuring about 13,500 square meters for widening of Bombay-Agara Road as recorded in the TMC's letter dated 4<sup>th</sup> June, 2004, and iii) certain area is in the occupation of Maharashtra State Electricity Board and the TMC-Fire Brigade shall mean and include what is stated in this recital, including the amenity open space time to time, and/or as may be shifted or altered from time to time in accordance with the Applicable Law for the time being in force (herein referred to as 'Reservations').
- C. The Promoter has earmarked, identified and sub-divided a portion of the Larger Land, admeasuring approximately 21,840 square meters, more particularly described in the First Schedule hereunder written, and shown on the plan annexed hereto and marked Annexure 'B' (hereinafter referred to as the "Whole Project Land"). Copies of the 7/12 Extracts in respect of the Whole Project Land are annexed hereto and marked Annexure 'C'.
- D. The Promoter has obtained N.A. permission with respect to the Whole Project Land and the Promoter has converted the Whole Project Land from industrial to commercial user (which includes residential and retail users).
- E. The Promoter shall exclusively own, hold and enjoy, the entire current, enhanced, future and estimated/projected/envisaged, FSI/FAR, premium/ paid FSI, fungible

ठाने जिल्हा  
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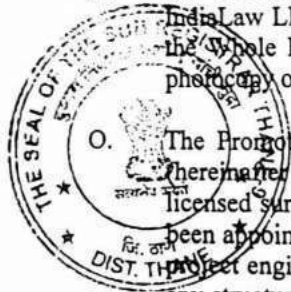


Registration No. P51700004031. A photocopy of the Certificate evidencing such registration is annexed hereto and marked **Annexure 'E'**.

- K. The Promoter intends to allot and sell any or all of the Premises on an "ownership basis" under the applicable provisions, from time to time, of RERA and the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "MOFA") (as applicable), and/or the grant of leases, tenancies, licences, and/or any other alienation or disposal of such Premises, as the Promoter deems fit, in its discretion.
- L. All projects/phases constructed on the Whole Project Land shall have proportionate undivided interest in the Common Areas & Amenities, which will be ultimately held by the Apex Body (defined hereinafter), and through the Apex Body, as determined by the Promoter in its discretion.
- M. The Promoter has obtained certain Approvals. Wherever the term "Approvals" is used in this Agreement, the same shall mean and include all approvals, permissions, sanctions, licences, and no objection certificates/letters, by whatever name called, obtained, in the process of being obtained, and to be obtained, under Applicable Law (defined hereinafter), as the Promoter may consider necessary and expedient, development of the Whole Project, including the Project, and/or, inter alia, in relation to the relation to the Whole Project Land, or any part thereof, and includes specifically: (1) the Development Permission in respect of the Whole Project, including the Whole Project, including the Project, a copy whereof is annexed hereto and marked **Annexure 'F'**, together with all further Commencement Certificates and other approvals, permissions, sanctions, licences, no objection letters/certificates, and together with renewals, extensions, revisions, amendments and modifications thereof, from time to time, as the Promoter may consider necessary and expedient, or for the betterment of the Whole Project including the Project, in its discretion, and/or as required by the TMC, and/or any concerned authorities and (ii) "Plans" is used in this Agreement, the same means and includes the plans, drawings and layout as currently approved and sanctioned by the TMC and the concerned authorities in respect of the Whole Project, and includes plans, drawings and layouts as may, from time to time, be submitted by the Promoter in its discretion, in respect of the Whole Project including the Project and/or any part thereof, and/or as may be sanctioned and approved from time to time in respect of the Whole Project, including the Project together with any amendments, alterations, modifications, additions, extensions, renewals, etc. in respect thereof as the Promoter may consider necessary and expedient, in its discretion, and/or as required by any concerned authorities.

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- N. The Promoter has obtained a Certificate of Title dated 17<sup>th</sup> July, 2017 issued by India Law LLP, Advocate High Court Mumbai in respect of the Promoter's title to the Whole Project Land (hereinafter referred to as the "Certificate of Title"), a photocopy of which is annexed hereto and marked **Annexure 'G'**.



O. The Promoter has appointed architects, registered with the council of architects (hereinafter referred to as the "Project Architect", which includes any architect/s or licensed surveyors registered with the local planning authority like TMC, that have been appointed, from time to time, by the Promoter, in relation to the Project) and a project engineer (hereinafter referred to as the "Project Engineer", which includes any structural and/or civil engineers, that have been engaged, from time to time, by the Promoter, in relation to the Project) in respect of the design and execution of the Project and has accepted their professional supervision till the completion of the Project, that is, the completion of the entire construction of the Project and receipt of the occupation certificate/s in respect thereof (hereinafter referred to as the "Project Completion").

- P. The Allottee/s has/have approached, and applied to, the Promoter, for allotment to the Allottee/s, of a proposed residential dwelling unit in the Project, shown on the typical floor plan thereof hereto annexed and marked **Annexure 'I-1'** and more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as the "**Apartment**"), with the right to use, as an amenity thereto, of the multi-level/ mechanical/ stack vehicle parking space/s described in **Annexure 'H'** hereto, and the location and designated number of which will be determined by the Promoter and notified to the Allottee as provided herein (hereinafter referred to as the "**Parking Space/s**"). In this regard, the Allottee/s has/have demanded from the Promoter, and the Promoter has given to the Allottee/s, inspection of the documents and records relating to the Whole Project Land and Whole Project including the Project, as well as all other documents specified under RERA and MOFA (as applicable), including the Plans and Approvals as required to be disclosed. The Promoter has provided to the Allottee/s, inspection of the Certificate of Title in respect of the Promoter's title to the Whole Project Land. The Allottee/s has/have satisfied himself/herself/themselves/itself in respect thereof, including the title of the Promoter to the Whole Project Land, and the Promoter's right to develop the Whole Project, including the Project, and its status.
- Q. Based upon the agreements, confirmations and undertakings of, and applicable to the Allottee/s herein, including to observe, perform and comply with all terms, conditions and provisions of this Agreement, the Promoter has agreed to allot and sell the Apartment to the Allottee/s, strictly upon and subject to the terms, conditions and provisions hereof.
- R. Under the provisions of RERA and MOFA (as applicable), the Parties are required to execute an agreement for sale, being this Agreement, and to register the same under the provisions of the Indian Registration Act, 1908.

**NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS - ९**

**ARTICLE 1 – AGREEMENT FOR ALLOTMENT & SALE**

- 1.1 Subject to and upon the terms, conditions and provisions hereof, the Allottee/s hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee/s, the Apartment, as mentioned in **Annexure 'H'**, which is shown on the typical floor plan thereof annexed hereto and marked **Annexure 'I-1'** and which is more particularly described in the **Second Schedule**, hereto at or for the agreed purchase price and consideration payable by the Allottee/s as set out in **Annexure 'J'** hereto (hereinafter referred to as the "**Purchase Price**"). A plan depicting various areas of the Apartment is annexed hereto and marked **Annexure 'I-2'**.
- 1.2 The carpet area of the Apartment is stated in the Statement annexed hereto as **Annexure 'H'**, as presently determined on the basis of the **net usable floor area** thereof excluding the areas covered by external walls, areas under services shafts, exclusive balcony or verandah area (if any) and exclusive open terrace area (if any), but includes the area covered by internal partition walls of the Apartment (hereinafter referred to as "**Carpet Area (RERA)**") and is as per RERA.
- 1.3 The Allottee/s shall also have a right to use, as an amenity attached to the Apartment, the Parking Space/s for the limited and restricted purpose of parking his/her/their/its two-wheeler or four-wheeler (light motor vehicle/s), and for no other purpose whatsoever. The location and the designated number of the Parking Space/s will be determined by the Promoter and notified (in writing) to the Allottee/s on or before the Date Of Offer Of Possession (defined hereinafter).
- 1.4 The Promoter shall construct the Project in accordance with the Plans as approved by the concerned authorities from time to time.

1.5 Apartment Amenities, Limited Common Areas & Amenities and Common Areas & Amenities

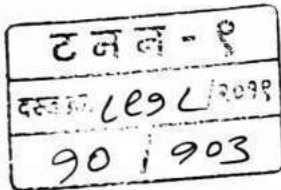
1.5.1. The Promoter shall install and/or provide the amenities, fixtures and fittings proposed to be provided in the Apartment as listed in the Statement annexed hereto and marked Annexure 'K' (hereinafter referred to as the "Apartment Amenities").

1.5.2. The Limited Common Areas & Amenities shall be used and enjoyed by the allottees, purchasers and occupants from time to time of Premises in the Project and likewise the limited common areas & amenities attributable to the Balance Projects shall be respectively used and enjoyed by the allottees, purchasers and occupants of such Balance Projects. The Common Areas & Amenities, which are in respect of the entire Whole Project, shall be used and enjoyed by, inter alia, all allottees, purchasers and occupants, from time to time, of Premises in Whole Project.

1.5.3. The Allottee/s has/have been informed and is/are aware that:

1.5.3.1. all natural materials that are to be installed in Whole Project and/or the Project and/or the Apartment, and/or that form a part of the Apartment Amenities, including, marble, granite, natural timber etc., contain veins and grains with tonality differences, and their non-conformity, natural discoloration, or tonal differences/variations at the time of installation will be unavoidable;

1.5.3.2. the warranties of equipment, machinery and various other amenities, infrastructure and facilities installed by the Promoter in Whole Project and/or Project and/or the Apartment would have standard warranties provided by the manufacturer only, and accordingly any defect in any such amenities, infrastructure, facilities, equipment, appliances, electronic items, etc., and/or the installation thereof, shall be rectified solely in accordance with the warranties provided by the system/ equipment installer/ manufacturer, and it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non-comprehensive annual maintenance contracts shall be obtained by the Allottee/s and the other allottees in the Whole Project, and/or Entity & Organisation, and/or the Apex Body (defined hereinafter), as the case may be; and,



1.5.3.3. the amenities, facilities, infrastructure, equipment, appliances, electronic items, etc., installed and forming a part of the Apartment Amenities or Common Areas & Amenities or Limited Common Areas & Amenities, shall be maintained, serviced and repaired by authorized third party manufacturers, suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if the same are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the authorized third party manufacturers, suppliers, dealers or maintenance providers, then the warranties in respect thereof shall be rendered void.

**ARTICLE 2 - PURCHASE PRICE**

2.1 (a) The Allottee/s agree/s and undertake/s to pay to the Promoter, the Purchase Price in installments, in accordance with the schedule of payment in the Statement annexed hereto and marked Annexure 'J', and in terms of this article, or within

fifteen (15) Days from the date of a written demand being made by the Promoter, as directed by it. All payments shall be made by cheques, and/or pay orders, and/or demand drafts, drawn in favour of the Promoter, or if directed by the Promoter, in its discretion, by direct bank transfer/RTGS deposited by the Allottee/s in the Promoter's bank account, along with the applicable Taxes (defined hereinafter) thereon; subject to deduction of applicable tax deducted at source under the Income Tax Act, 1961 (hereinafter referred to as "TDS").

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

(c) The Allottee/s shall deliver to the Promoter, an original certificate evidencing payment of TDS, presently in Form 16B under the Income Tax Act, 1961 (hereinafter referred to as "TDS Certificate"), by the expiry of seven (7) Days from the date of each payment of TDS made by the Allottee/s. The Allottee/s shall be liable to deposit with the Promoter, an amount equivalent to the unpaid TDS (if any) along with Interest (defined hereinafter), on or before the Date Of Offer Of Possession (defined hereinafter). On the Allottee/s producing the TDS Certificate and the Promoter receiving the credit for the TDS the deposit amount shall be refunded after deducting Interest (defined hereinafter) therefrom in respect of for the period of delay in payment of TDS by the Allottee/s to the concerned authorities.

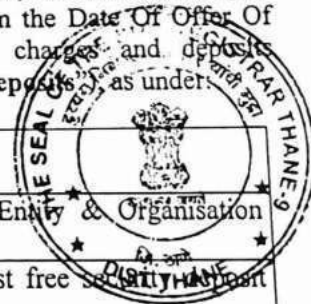
2.2 The Purchase Price shall be free of escalation, other than escalation/increases on account of escalation/increase in development charges payable to the concerned authorities and/or any other increase in charges which have or may be levied or imposed by any concerned authorities, from time to time.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

2.3 Other Charges & Deposits:

2.3.1 The Allottee/s shall, in addition to the Purchase Price, be liable to bear, pay and discharge, no later than fifteen (15) Days from the Date Of Offer Of Possession (defined hereinafter), the following charges and deposits (hereinafter referred to as the "Other Charges & Deposits") as under:

Sr. No.		Particulars
1.	(a)	Share Money in respect of the Entity & Organisation (defined hereinafter)
	(b)	Outgoings for one year as interest free security deposit excluding Property Tax
	(c)	Corpus Fund for Common Areas & Amenities
2.	(a)	Entity & Organisation (defined hereinafter) Formation charges
	(b)	Legal & Documentation charges
	(c)	Outgoings for one year in advance excluding property tax
	(d)	Infrastructure development charges
	(e)	Water supply, Piped gas connection & any other service

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Sr. No.	Particulars
	connection charges
(f)	MSEB charges.
(g)	Parking Space/s maintenance advance for two years

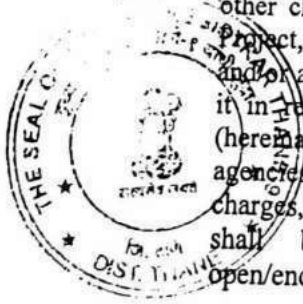
2.3.2 The amounts of the Other Charges & Deposits have been separately agreed by the Parties and recorded in writing and signed by the Allottee and shall form part of this Agreement, and the same are non-refundable, other than Corpus Fund/s. Wherever the term "Corpus Fund/s" is used in this Agreement, the same shall mean the fund constituted or to be constituted for the maintenance of the club house, Common Areas & Amenities, any other facilities/areas, to be held and/or maintained by the Apex Body and shall be as stated in Sr. No. 1(c) of the table contained in clause 2.3.1, payable to the Promoter. The Other Charges & Deposits referred to in this article, and/or elsewhere in this Agreement, shall be determined by the Promoter, in its discretion, and/or calculated, and/or based on the Carpet Area (RERA) and open or enclosed or utility balconies of the Apartment, or fixed or lumpsum charge or on such other basis as the Promoter deems fit.

2.3.3 The Promoter shall be entitled to deploy/invest the Corpus Fund/s (less Aggregate Payments payable to the Promoter and/or the PMC (defined hereinafter), in fixed deposits and/or any other investment schemes for an appropriate period as may be determined by the Promoter in its discretion, and shall have the benefit of accretion and the credit of TDS in respect thereof, if and as applicable.

2.3.4 The Promoter shall maintain a separate account in its books in respect of the contribution/payments received under Sr. No. (1) of the Table contained in Article (2.3.1) above. The said amounts shall be retained by the Promoter until the formation of the Apex Body (defined hereinafter) and hand over of the Whole Project in terms of this Agreement. The Promoter shall be liable to render account of such amounts only to the Apex Body (defined hereinafter) and not individually to any persons, including the Allottee/s, at any time.

2.3.5 Within fifteen (15) Days from the Date of Offer of Possession (whether or not the Allottee/s has/have taken possession of the Apartment or not), the Allottee/s shall be liable to bear and pay in respect of the Apartment, his/her/their/its proportionate share (that is, based upon the Carpet Area (RERA) of the Apartment and open/enclosed/utility balconies thereof), of the outgoings, maintenance charges, comprising of general maintenance, data communication charges, property taxes, non-agricultural taxes, rates, taxes, cesses, assessments, insurance premium, parking charges, costs for running generator, costs charges and expenses of cleaning and lighting the passages, landings, staircases, costs of maintenance, management and upkeep of Common Areas & Amenities and Limited Common Areas & Amenities, and operation and maintenance and repairs of lifts, water pumps, utility charges, salaries of all staff including managers, security, sweepers, liftmen, gardeners and such other charges expenses necessary or incidental for maintenance and upkeep of the Whole Project, including the Project and other charges and levies of like nature, payable in respect of the Whole Project, including the Project and the Apartment, to all concerned authorities and/or any private bodies, the Project Management Consultant approved by it in respect of the Project, or the Whole Project as the case may be (hereinafter referred to as the "PMC") security agencies, house-keeping agencies, and other persons. For the purpose of payment of maintenance charges, in common with other allottees/purchasers of the Project, the same shall be in proportion to the Carpet Area (RERA) and open/enclosed/closed/utility balconies of the Apartment to the total carpet

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areas and open/enclosed/closed/utility balconies of all the apartments/units in the Project.

- 2.3.6 The Promoter shall raise periodic bills upon the Allottee/s in respect of his/her/their/its share of the Other Charges & Deposits in advance for each month, after a period of twelve (12) months from the date of receipt of the occupation certificate/s in respect of the Project, or any part thereof, and the Allottee/s shall duly pay and discharge the same regularly within seven (7) Days of the date of the bill/invoice in respect thereof.
- 2.3.7 If at any time prior to the hand over of the Whole Project in terms of this Agreement, the actual charges and expenses required to be made for the outgoing, maintenance and upkeep of the Common Areas & Amenities and other facilities/areas to be maintained by the Apex Body (defined hereinafter), the same will be adjusted in the following manner: (a) against the accretions of the Corpus Fund/s and for deficit/additional amount, if any, Promoter shall raise bills periodically upon all the allottees/purchasers of the Premises (defined hereinafter) in Whole Project and if the allottees/purchasers of the Premises in Whole Project fail to pay, the same shall be adjusted from the Corpus Fund/s, (b) if the Corpus Fund/s is exhausted, then Promoter shall raise bills periodically to the allottees/purchasers/ of the Premises in the Whole Project, and for this purpose, the Allottee/s shall, no later than seven (7) Days from the date of bill/invoice raised by the Promoter, pay the dues to Promoter.
- 2.3.8 The Promoter shall be entitled, in its discretion, to appropriate and/or adjust monies held for one purpose and/or on one account, against any liabilities due and payable herein by the Allottee/s for any other purpose/s and/or on any other account.
- 2.3.9 The Promoter shall, in the interest of the Allottee/s, and the Whole Project, take decisions regarding management and allocation of funds/monies, and the type, mode, quality of services to be provided, in respect of the Whole Project, and the management and administration thereof.
- 2.3.10 The Allottee/s agree/s that until the formation and registration of the Apex Body (defined hereinafter) and execution of the Deed/s of Transfer in its favour as provided in Article (10), the Promoter, and/or any persons engaged by it, including the PMC shall maintain, manage and secure any or all of the phases of Whole Project. During such time, the Allottee/s shall pay, and the Promoter and/or the PMC shall collect, all contributions towards maintenance charges, outgoing, and other charges.

### ARTICLE 3 - DEVELOPMENT: PROMOTER'S RIGHTS & ENTITLEMENTS

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

#### 3.1 The Project

- 3.1.1 The Promoter may make minor additions or alterations as may be required by the Allottee/s, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended by the Project Architect and/or Project Engineer and/or if required by concerned authorities and will be intimated (in writing) to the Allottee/s.



3.1.2 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by concerned authorities at the time of sanctioning the plans or thereafter and shall, before the Date of Offer of Possession (defined hereinafter) obtain from the TMC, the Occupation Certificate in respect of the Project, or any part/s thereof.

3.1.3 The Promoter has the right in the Promoter's discretion, to receive collect to itself appropriate, apply and utilise the entire consideration/purchase price received from the allottees/purchasers of the Premises in the Project.

### 3.2 Whole Project

3.2.1 The Promoter contemplates that: (i) an overall Development Potential of approximately upto 90,000 square metres shall, or may, arise out of, and/or be attributable to, and/or be utilisable upon the Whole Project Land, and (ii) the part/portion of the Development Potential to be utilised in the Project is approximately upto 11,805 square meters. If any part/portion of the Development Potential that is not utilised upon the Project, as mentioned herein for any reason whatsoever, then the Promoter shall utilize such balance/unutilized Development Potential in Balance Projects of the Whole Project Land and/or dispose off the same in any manner as the Promoter may deem fit. The Additional Areas are and shall be over and above the Development Potential.

3.2.2 The concerned authorities have set out, and may set out, any terms, conditions and restrictions which may apply to, and have to be complied with, by the Promoter, and/or the purchasers and allottees of Premises in Whole Project.

3.2.3 The Promoter shall be entitled in its discretion as it deems fit to allocate and distribute all vehicle parking spaces in respect of Whole Project, which include two-wheeler and four-wheeler (light motor vehicles) parking spaces, excluding bicycle parking spaces.

3.2.4 The Common Areas & Amenities shall be completed and/or available on or before the date on which the full occupation certificate/s and all other Approvals in respect of the last building of the last of the Balance Projects is/are received by the Promoter (hereinafter referred to as the "Whole Project Completion").

### 3.3 General

3.3.1 The Promoter solely and absolutely, owns and is in the charge and control of the Whole Project Land, the entire Development Potential, and Additional Areas, and has, and shall always have, the entire, exclusive overriding, and irrevocable interest and power, entitlement and authority to develop, from time to time, in a phased manner, over such period of time upto the Whole Project Completion and in such sequence or order (the same being dynamic in nature) all projects and phases upon the Whole Project Land, including by submitting any part/s or portions thereof, under any Applicable Law (defined hereinafter) including the proposed Development Control Regulations for the City of Thane, finalized by the government which are presently under consideration and reviewed by concerned authorities, (which envisages greater FSI and development potential and material and substantial changes to planning and construction norms) such as Unified DCR and by dealing with, distributing, apportioning, utilising and transferring, the Development Potential, in such manner, to such extent, and at such intervals, as the Promoter deems fit, in its discretion, upon any part/s or portion/s of the Whole Project Land.

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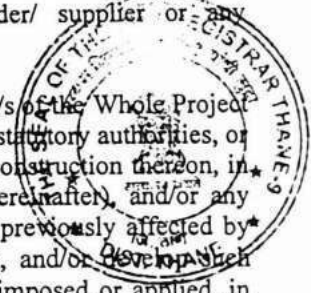


3.3.2 The Promoter shall, for betterment thereof and/or for quality control purposes and/or due to non-availability or short supply, any of the Apartment Amenities and/or Common Areas & Amenities and/or Limited Common Areas & Amenities and/or materials or items used, or comprised therein, may be altered, amended, or substituted, and/or materials or items of a similar nature materials or items may be provided herein.

3.3.3 Without prejudice to the generality of the foregoing provision, the Promoter may in its discretion, inter alia, be entitled to:

- (a) make any variations, alterations, amendments, or deletions, in respect of the layout and planning of Whole Project or any of the projects/phases thereof;
- (b) club, amalgamate, or sub-divide any parts or portion of the Whole Project Land, into one layout, and/or separate, or combined layout/s, and/or in respect of any Balance Projects, and to do, execute and perform all acts, deeds, matters and things in relation thereto;
- (c) designate, allocate, reserve and/or relocate, realign, modify, and amend from time to time, any Common Areas & Amenities, and/or Limited Common Areas & Amenities, and any limited common areas and amenities in respect of the Balance Projects, vehicle parking spaces, in respect of Whole Project including the Project and/or any part thereof, including in pursuance of Applicable Law (defined hereinafter), and/or by virtue of any approvals, and/or as may be required by the concerned authorities;
- (d) direct, designate, hold and control all infrastructure facilities, including public space advertising and all promotional signage, hoarding, and all other nature of signage whatsoever, and designate and allocate any Premises, areas, and spaces, upon or in the Whole Project Land to any persons, including third party service providers, and/or Promoter Affiliates (defined hereinafter), <sup>for the purpose of facilitating the provision and proper maintenance of utility services including without limitation, electricity, water and telecommunication related services;</sup>
- (e) allot and/or grant on lease or otherwise howsoever any area or spaces in the Whole Project Land, and/or Whole Project including the Project to utility service providers including electrical, telecommunication, gas etc. service provider/ supplier or any concerned authorities; and
- (f) hand over and/or transfer any part/s or portion/s of the Whole Project Land, to any persons, parties, government, or statutory authorities, or bodies, with or without any development or construction thereon, in accordance with Applicable Law (defined hereinafter), and/or any Approvals, and/or develop any and all areas previously affected by the Reservations and/or as the case may be, and/or <sup>development</sup> further or additional reservations as may be imposed or applied, in the Promoter's discretion.

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### 3.4 Allottee/s Confirmations

3.4.1 The Promoter proposes to develop Whole Project, including the Project (by utilization of a part of the Development Potential) in the manner more particularly provided in this Agreement and the Allottee/s has/have agreed to purchase the Apartment based on the unfettered and vested rights of the

Promoter in this regard. Accordingly, the Allottee/s hereby confirm/s personally and as a prospective member/s of the applicable Entity & Organisation (defined hereinafter), as follows, which are and shall always be the essence of this Agreement, that is:

- (a) all the matters, and the rights, powers, authorities, discretions, and entitlements of the Promoter, as recorded and contained in this Agreement including this article, and the Promoter's intent and desire in respect of the Whole Project Land and the developments thereof;
- (b) the Allottee/s shall not object to, hinder, obstruct or interfere with the Promoter exercising its rights and powers herein or any grounds.

3.4.2 All the allottees/purchasers of the Premises in Whole Project including the Project shall have ingress and egress to any of the Common Areas and Amenities through the access ways and pathways in Whole Project and/or through the limited common areas and amenities in Whole Project as determined by the Promoter.

#### ARTICLE 4 - TAXES

- 4.1 All Taxes, shall be borne, paid and discharged by the Allottee/s, as and when the same are required to be paid and/or as and when demanded by the Promoter and the Promoter shall not have any liability or obligation in respect thereof.
- 4.2 The Allottee/s shall pay all Taxes as and when they are levied, charged, become due and payable, upon the Purchase Price, Interest (defined hereinafter), Liquidated Damages (defined hereinafter), Other Charges & Deposits and the Taxes (defined hereinafter) together with all other amounts, charges, deposits, damages, liabilities, contributions including fund contributions and corpus, etc., as referred to herein, and agreed to be paid and/or required to be paid by the Allottee/s herein in relation to, and/or in pursuance of the Agreement for Allotment and Sale herein (hereinafter, collectively referred to as the "Aggregate Payments").
- 4.3 If any Taxes (defined hereinafter), whether retrospective, or prospective, in nature, arise hereafter, including after the Date Of Offer Of Possession (defined hereinafter), the Allottee/s shall be solely liable to pay or reimburse (as directed by the Promoter in its discretion) such Taxes including any interest and/or penalties and/or other amounts, charges and costs, if any, in respect thereof within fifteen (15) Days from the date of written demand made on the Allottee/s by the Promoter.
- 4.4 Wherever the term "Taxes" appears in this Agreement, the same shall mean all present, future, and enhanced taxes, imposts, dues, duties, impositions, fines, penalties, etc., by whatever name called, imposed/levied under any Applicable Law (defined hereinafter), and/or by concerned authorities, attributable to, and/or in relation to, and/or arising from, and/or imposed or levied upon, the agreement for allotment and sale herein, and/or the Apartment, and/or the Parking Space/s, and/or this Agreement, and/or upon the Purchase Price and/or any or all of the other Aggregate Payments referred herein, and/or upon the Entity & Organisation to be formed and/or the Apex Body (defined hereinafter) and/or in respect of the documents and writings to be executed in their favour, as contemplated herein, and/or otherwise; and includes service tax, Goods And Services Tax (GST), education tax/cess/charges, value added tax (VAT), local body tax, property rates and taxes and cesses, stamp duty and registration charges, and any other taxes, imposts, impositions, levies, or charges, in the nature of indirect tax, or in relation thereto that is/are imposed or levied by any concerned authority.

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#### ARTICLE 5 - POSSESSION: DEFECT RECTIFICATION

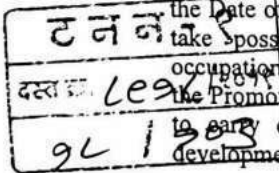
- 5.1 Subject to and upon the provisions of this article, the Promoter shall endeavour to offer possession of the Apartment, to the Allottee/s, on, or by, the Date Of Offer Of Possession. Wherever the term "Date Of Offer Of Possession" appears in this Agreement the same shall mean the date of a written communication to be addressed by the Promoter to the Allottee/s under which the Promoter shall offer possession of the Apartment in terms of this article, which is currently estimated by the Promoter to be the date stated in **Annexure 'H'** hereto subject to Force Majeure (defined hereinafter).
- 5.2 The Promoter may however, if feasible, endeavour (without being bound or obliged) to offer possession of the Apartment to the Allottee/s by 30<sup>th</sup> September 2021 ("**Early Date**").
- 5.3 The Promoter shall, address a communication (in writing) to the Allottee/s offering an inspection of the Apartment, on a specific date and time fixed by the Promoter. The Allottee/s shall thereupon undertake such inspection along with the Project Architect and/or Project Engineer (or their authorized representatives), and satisfy himself/herself/themselves/itself that the Apartment has been constructed as per the Approvals and the Apartment Amenities have been provided as per this Agreement. If, during the course of such inspection, the Allottee/s points out to the Project Architect and/or Project Engineer any defects or deficiencies in respect of the Apartment, the Project Architect shall, if such objection/s raised by the Allottee/s is/are valid, enter the same, upon an inspection sheet which shall be signed by the Allottee/s and the Project Architect and/or Project Engineer. Thereupon the Promoter shall endeavour to rectify and remedy such defects or deficiencies, as are solely entered upon the inspection sheet. If the Allottee/s fails to attend at the inspection he/she/they/it shall be deemed to have fully accepted the construction, state and condition of the Apartment.
- 5.4 The Allottee/s shall, no later than fifteen (15) Days from the Date of Offer of Possession, make payment of all the then balance/remaining Aggregate Payments and complete all formalities in respect thereof, including: (a) executing an undertaking in terms of a draft prepared by the Promoter, and (b) paying a security deposit (as determined by the Promoter) to the Promoter, which shall be refundable upon completion of the interior works of the Allottee/s in the Apartment and after adjustment of the actual cost of electricity, water, utilities, debris removal and other direct expenses that may be incurred by the Promoter. Without prejudice to the above, the Allottee/s shall take possession of the Apartment ~~no later than fifteen (15) Days from the Date of Offer of Possession, failing which the Allottee/s shall be solely responsible/liable for all loss or damage that may be suffered by the Promoter on account of Event of Default (defined hereinafter).~~ **2021/09/30**
- 5.5 If the Date of Offer of Possession has occurred and the Allottee/s ~~has not~~ **2021/09/30** complied with any of his/her/their/its obligations under this Agreement, including this article, and/or the Allottee/s refuse/s to take possession of the Apartment, then the same shall be an Event of Default (defined hereinafter). Without prejudice to its other rights under this Agreement, the Promoter may, in its discretion, ~~confer~~ **2021/09/30** the delay, and/or default, by the Allottee/s on the condition that the Allottee/s shall, in addition to all its other liabilities and obligations herein, ~~including payment of all~~ **2021/09/30** Aggregate Payments, bear and pay to the Promoter ~~separate/independent pre-~~ **2021/09/30** estimated fixed charges, in addition to (and not in ~~substitution of~~ **2021/09/30** interest, calculated at the rate of Rupees One Hundred only per square meter Carpet Area (RERA) and open/enclosed/utility balconies of the Apartment ~~month~~ **2021/09/30** (hereinafter referred to as the "**Holding Charges**") after the expiry of two months from the Date of Offer of Possession or on such dates and at such intervals as the Promoter directs, till the Allottee/s is/are in full compliance of this Agreement, including this article.
- 5.6 The Allottee/s agree/s and confirm/s that there could be variation in the Carpet Area (RERA) of the completed Apartment on physical measurement thereof, to the extent

of three per-cent of the Apartment as a result of construction/execution/finishing or measurement variances, etc. The Allottee/s accept/s the same and agrees that he/she/they/it shall not claim any adjustment, or reduction, in the Purchase Price on account of such variation (if any). However, if the Carpet Area (RERA) of the constructed Apartment increases or decreases over and above the variation/tolerance referred above, the Purchase Price shall vary accordingly, that is: (i) if there is a reduction, the amount reduced shall be adjusted by Promoter at the time of offering possession of the Apartment, and (ii) if there is an increase, then the increased amount shall be payable by Allottee/s to the Promoter prior to taking possession of the Apartment. It is clarified that the payments to be made by the Promoter/Allottee/s, as the case may be, under this article, shall be made at the same rate per square meter on pro-rate/ proportionate basis.

- 5.7 After the Allottee/s is/are permitted to enter upon the Apartment, after the Date of Offer of Possession, the Allottee/s shall have and/or be deemed to have taken full, complete and detailed inspection thereof and approved the same in all respects and it shall be deemed to have been completed in all respects in accordance with the terms and conditions of this Agreement.
- 5.8 The Allottee/s: (i) shall on and after taking possession of the Apartment, pay a security deposit as determined by the Promoter for and towards properly carrying out the interior works in the Apartment, (ii) ensure his/her/their/its interior works in the Apartment, and/or any debris, do not obstruct, and/or damage, the Common Areas & Amenities and/or Limited Common Areas & Amenities and/or prejudice, affect or hinder in any manner the efforts and actions of the Promoter to obtain the balance/remaining Approvals in respect of the Whole Project including the Project, and/or are not a nuisance or annoyance to any occupants of the Premises in the Project, and (ii) undertake/s not to cause any damage to the Apartment, the Project, and/or the Whole Project, or any part of thereof, and in the event any damage is caused, the Allottee/s agree/s that the Promoter shall be entitled to deduct such amount at its discretion such amount from the said security deposit as mentioned in this article towards any such hindrance/damages caused while carrying out the interior works in the Apartment and refund balance if any from security deposit on completion of work and the Allottee/s further agree/s and undertake/s to reimburse the Promoter all costs related to the remediation and rectification thereof if any over and above the security deposit.
- 5.9 The Allottee/s also accept/s acknowledge/s that as on the Date of Offer of Possession, the construction works in the Apartment shall have been completed, but that there shall, or may, be project development and construction works ongoing at such time, including in respect of the Common Areas & Amenities and Balance Projects.

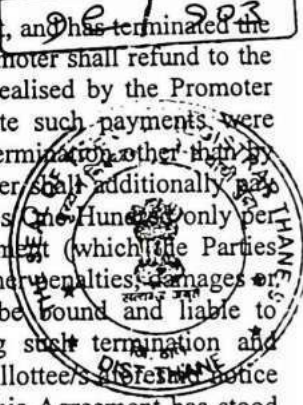
- 5.10 Notwithstanding anything to the contrary in this Agreement the Promoter shall always be entitled, in its discretion to complete any part/portion or floor of the Project and apply for and obtain part occupation certificate/s thereof, whereby, on the Date of Offer of Possession, the Allottee/s shall be obliged, and undertake/s, to take possession of the Apartment for occupation on the basis of such occupation/part occupation certificate which relates to the Apartment. Thereafter, the Promoter shall, without any hindrance or objection by the Allottee/s, be entitled to carry out by itself or through its contractors or otherwise all remaining development and work in respect of the Project and/or Balance Projects.

- 5.11 If, on, or prior to, the Date of Offer of Possession, there are any Aggregate Payments and/or Taxes that are due and payable by the Allottee/s, and/or there are any other obligations herein of the Allottee/s to be performed, the Allottee/s shall be entitled to the possession of the Apartment and the use of the Parking Space/s as aforesaid only upon he/she/they/it having made all payment thereof to the Promoter and/or complied with such obligation.



- 5.12 The Promoter has notified the Allottee/s and the Allottee/s is/are aware that the Common Areas & Amenities are to be shared by all allottees and purchasers of Premises in the Whole Project, and that the same will be completed on or before the Whole Project Completion subject to Force Majeure (defined hereinafter), whereby the amenities and facilities comprised therein shall or may not be available for use or enjoyment till such time.
- 5.13 The Promoter shall endeavor to take all such steps and precautions necessary to achieve construction completion as contemplated herein. However, if on account of Force Majeure (defined hereinafter) there is any delay or anticipated delay in the Date of Offer of Possession, then the Promoter shall not be responsible or liable in any manner, and the same shall both automatically and forthwith stand extended for a period that is equivalent to the period that the Force Majeure (defined hereinafter) continues and has continued and an additional period of thirty (30) Days thereafter; for remobilization, in which case, the Date of Offer of Possession shall automatically stand revised to and substituted by the revised Date of Offer of Possession as communicated by the Promoter. The Allottee/s shall not object, raise any disputes, and/or protest, and/or hold the Promoter liable for the aforesaid delay and extension of time, and shall not be entitled to, and shall not, make, or raise, any claim, for any damages, compensation, reimbursement of expenses or any other payments.
- 5.14 If there is a delay or/and extension of the Date of Offer of Possession (excluding on account of any Force Majeure (defined hereinafter)), then the sole remedy of the Allottee/s, on being notified (in writing) by the Promoter of the same, shall be to either: (i) continue with this Agreement, and accept the revised/extended Date of Offer of Possession as estimated and decided by the Promoter in its discretion, or (ii) to terminate this Agreement by giving a written notice to the Promoter; provided that the aforesaid right of termination shall be exercised by the Allottee/s by addressing and delivering to the Promoter the aforesaid written notice no later than fifteen (15) Days from being notified in writing by the Promoter, as aforesaid, of such delay, failing which the Allottee/s shall have deemed to have irrevocably opted and elected to continue with this Agreement, and shall be deemed to have waived his/her/their/its aforesaid option to terminate this Agreement, and shall be deemed to have accepted, all future revisions/extensions of the Date of Offer of Possession, from time to time, without any liability or obligation whatsoever on the part of the Promoter.
- 5.15 If the Allottee/s has/have opted to terminate this Agreement, and has terminated the same in strict accordance with Article (5.14), then the Promoter shall refund to the Allottee/s the Purchase Price installments, received and realised by the Promoter together with Interest (defined hereinafter) from the date such payments were received and realized by the Promoter. In a situation of termination other than by virtue of Force Majeure (defined hereinafter), the Promoter shall additionally pay one-time fixed pre-estimated liquidated damages of Rupees One Hundred Only per square meter of the Carpet Area (RERA) of the Apartment (which the Parties consider to be reasonable, and not as a penalty), and no other penalties, damages or liabilities. Upon such termination, the Allottee/s shall be bound and liable to execute and register a Deed of Cancellation recording such termination and cancellation of this Agreement, however the date of the Allottee/s giving notice of termination shall be deemed to be the date on which this Agreement has stood terminated and cancelled. The aforesaid amounts shall be refunded/paid within thirty (30) Days from the execution and registration of the Deed of Cancellation by the Allottee/s.
- 5.16 If within a period of five (5) years from the date of handing over the Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter any Construction Defects (defined hereinafter) in the Apartment, then, wherever possible, the same shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the

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Promoter, compensation for such defect in the manner as provided under RERA. Wherever the term "Construction Defects" appears in this Agreement the same shall mean defects in the materials used in the construction of the Project which would result in the failure of a component part thereof or result in damage thereto; and shall always exclude wear and tear, loss or damage due to Force Majeure (defined hereinafter), minor changes/cracks on account of any variation in temperature/weather, misuse, unauthorised or non-permitted alterations, renovations or repairs and loss or damage caused by any act, omission, negligence, and/or failure to undertake proper and effective care and maintenance as a prudent person would. Construction Defects shall also always exclude loss or damage caused by any act, omission, negligence, and/or failure to undertake proper and effective care and maintenance as a prudent person would. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee/s and/or any other allottees in the Project or Whole Project.

5.17 In spite of all the necessary steps and precautions taken while designing and constructing the Project, structure may have minor deflections due to imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further, the Allottee/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and also caused due to any renovation and/or alterations etc. carried out by the Allottee/s and any other persons and occupants of the Premises in the Project. The Allottee/s agree/s and covenant/s not to hold the Promoter liable and/or responsible in respect thereof.

#### ARTICLE 6 - RECREATIONAL FACILITIES IN THE WHOLE PROJECT

6.1 The Common Areas & Amenities, as currently planned include, a proposed club house, and certain recreational facilities for the benefit of all allottees/purchasers and occupiers of Premises in the Whole Project. Subject to the Allottee/s complying with, observing and performing all the terms, conditions and provisions of this Agreement, including making payment of the Aggregate Payments, the Allottee/s will be entitled to apply for and take up membership of such club house, and after Whole Project Completion subject to Force Majeure (defined hereinafter), the Allottee/s may access, use, and enjoy the same, in respect of which the Allottee/s will be liable to comply with the terms and conditions, and make payment of the fees and charges as may be decided by the Promoter.

6.2 The Promoter has informed the Allottee/s of the following facts, matters and circumstances that shall pertain to the club house and recreational facilities, which the Allottee/s has/have fully accepted, agreed and confirmed that is:

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6.2.1 the club house and recreational facilities shall be constructed and shall have the equipment, infrastructure, amenities and facilities as the Promoter deems fit, in its discretion;

6.2.2 the use, benefit and enjoyment of the club house and recreational facilities shall be, inter alia, for various allottees, purchasers and occupiers of Premises in the Whole Project (collectively, "Users");



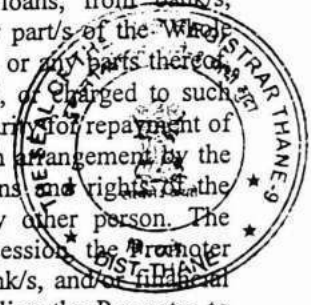
The management and operations of the club house and recreational facilities shall, until handed over by the Promoter to the Apex Body (defined hereinafter) formed and constituted by the Promoter in respect of the Whole Project, shall be under the sole, exclusive and absolute control of the Promoter, and/or the PMC (if appointed by the Promoter), who shall be entitled to inter alia, frame, and implement, the aforesaid rules and regulations in respect thereof;

- 6.2.4 The entitlement to use the club house and recreational facilities is and shall be personal to the Allottee/s, and is not transferable or assignable in any manner; provided that on the completion of any permitted sale and transfer of the Apartment by the Allottee/s, to any persons ("Premises Transferees"), the Premises Transferees shall solely be entitled to use and enjoy the club house and recreational facilities in the place and instead of the Allottee/s (who shall automatically and forthwith cease to be entitled to access, and enjoy the same), subject to the Premises Transferees making the necessary applications for membership and completing all formalities and payment of any charges as may be required of them, at such time. Under no circumstances, shall the Allottee/s or any Premises Transferees be entitled to use, enjoy or access the club house and recreational facilities after he/she/they/it have sold and transferred the Apartment;
- 6.2.5 There may be recreational, social and other related events, performances, activities, parties, gatherings, etc. held in the club house, and/or in the recreational facilities during the day or night, by the Promoter, and/or the PMC, and/or Users. The Allottee/s, for himself/herself/themselves/itself and as a member of the applicable Entity & Organisation (defined hereinafter), shall not be entitled to raise any disputes, differences, or objections in and/or hinder, restrict, obstruct or interfere with the same;
- 6.2.6 If, prior to the operations, administration, management, charge and control of the Common Areas & Amenities is handed over to the Apex Body (defined hereinafter), the actual charges and expenses required to be made for maintenance thereof, may exceed the amount so received collectively from all the aforesaid purchasers, allottees and occupants, then the Promoter, and/or the PMC, shall be entitled to call for and demand such additional amounts from all Users, and/or the Entity & Organisation (defined hereinafter) and/or the Whole Project Organisation (defined hereinafter);
- 6.2.7 In addition to the charges and expenses referred to in Article (6.2.6), there would be charges including one-time, or per day, or per use, charges, in respect of any of the amenities, or facilities, or services available, and/or provided in and from the Common Areas & Amenities, as determined by the Promoter from time to time, and the person/s who avail of such amenities, or facilities, or services shall be entitled to use the same only upon payment thereof.

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**ARTICLE 7 - OTHER RIGHTS & POWERS OF THE PROMOTER**

- 7.1 The Promoter also has availed of and/or may also avail of financial assistance, including any construction/corporate loans, infrastructure loans, from bank/s, financial institution/s, and/or person/s against security of any part/s of the Whole Project Land, including the Whole Project and/or the Project, or any parts thereof, or any receivables, which have been, or may be, mortgaged, or charged to such banks and/or financial institutions and/or other persons as security for repayment of the financial assistance taken from them. As part of any such arrangement by the Promoter, all or any of the responsibilities and/or obligations and rights of the Promoter under this Agreement may be transferred to any other person. The Promoter agrees that on or prior to the Date of Offer of Possession, the Promoter shall obtain a letter releasing mortgage or charge of such bank/s, and/or financial institution/s, and/or person/s, over the Apartment alone, enabling the Promoter to complete the allotment and sale thereof to the Allottee/s, free of the same. The Promoter agrees that post the execution of this Agreement, any mortgage or charge shall not affect the right and interest of the Allottee/s under this Agreement.
- 7.2 The person/s in whose favour the Promoter has granted or created, or agreed to grant or create, any mortgage, charge or security interest in respect of any unsold Premises in the Whole Project, may itself/himself/herself/themselves, or jointly





with the Promoter, be admitted as and made members of any of the relevant Entities & Organisations (defined hereinafter) to be formed in respect of such project in the Whole Project in which such unsold Premises are situated, without it, him, her or them or the Promoter being made subject or liable to any separate, special, new or additional condition/s and required to pay any separate, special, additional or extra amount or consideration whatsoever for the same (whether by way of transfer fees, charges, premium, donation or otherwise) and the Allottee/s shall not raise any objection.

- 7.3 The Promoter shall not be liable to bear or pay any contributions, deposits, expenses, transfer fees, non-occupancy charges, donations, premiums or any other amounts, charges or liabilities whatsoever to the Entities & Organisations (defined hereinafter) and/or the Apex Body (defined hereinafter) to be formed in respect of the Whole Project, as the case may be, in respect of any unsold/unallotted Premises.
- 7.4 The Promoter shall be entitled, but not obliged to, join as a member of the Entity & Organisation (defined hereinafter) in respect of unsold premises in the Project, if any. Post execution of the Deed/s of Transfer in favour of such Entity & Organisation (defined hereinafter), the Promoter shall continue to be entitled to such unsold premises and to undertake the marketing, etc., in respect of such unsold Premises.
- 7.5 The Promoter and/or Promoter Affiliates (defined hereinafter) shall be fully and freely entitled to install and provide temporary and permanent signage and hoardings (including neon, backlit and illuminated signage and hoardings) of whatsoever nature upon the Whole Project Land and/or upon Whole Project including the Project and/or any part thereof till such time as the Deed/s of Transfer are executed and registered as provided in Article (10). The Promoter and/or Promoter Affiliates (defined hereinafter) shall have full access to such hoardings, and signage, and to install its/their name/s and any other Promoter Intellectual Property (defined hereinafter) at one or more places or in or upon Whole Project Land and/or upon Whole Project including the Project and/or at the entrances and exits thereof. The Promoter and Promoter Affiliates (defined hereinafter) shall always have full and free right of way and means and access to such place or places for the purpose of installing, maintaining and replacing such hoardings and signage.
- 7.6 The Promoter shall promote, manage and undertake all public events (including sales events etc.) held in or upon any Limited Common Areas & Amenities and/or Common Areas & Amenities and to apply the net revenues generated therefrom towards costs incurred by the Promoter in undertaking its diverse activities and/or obligations in relation to the Whole Project.

#### ARTICLE 8 - COVENANTS AND OBLIGATIONS OF ALLOTTEE/S

8.1 On and after the Date of Offer of Possession, the Allottee/s shall: (a) use the Apartment, and permit the Apartment to be used only for residential purpose, and (b) use the Parking Space/s, and permit the same to be used, solely for parking the own two wheeler/four-wheeler (light motor vehicle/s).

22.8.2. Subject to safety conditions, the Allottee/s shall be entitled to visit and view the Project, after taking a prior appointment with the Promoter.

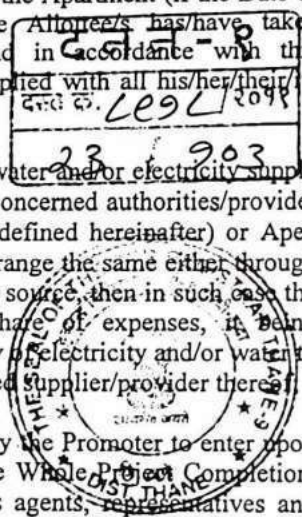
8.3 The Allottee/s, with the intention to bind all persons in whosoever's hands the Apartment may come, hereby agree/s, confirm/s undertake/s and covenant/s with the Promoter as follows:

8.3.1 To maintain the Apartment at the Allottee/s' own costs and expenses in good and tenantable repair, order and condition and to carry out all internal maintenance and repairs to the Apartment such that the same is in the same state and condition, as it was on the Date of Offer of Possession, and not to



do or suffer or permit to be done anything therein, including any changes or alterations thereto, and/or to any part of the Project, and/or any of the Common Areas & Amenities which are, or may be, contrary to the terms of this Agreement, and/or rules, regulations, or bye-laws, of the Promoter, and/or the PMC, and/or any concerned authorities, and/or the Entity & Organisation in respect of the Project (as and when formed and registered by the Promoter) and/or the Apex Body (defined hereinafter) in respect of the Whole Project (as and when formed and registered by the Promoter), as the case may be;

- 8.3.2 to submit plans and specifications in respect of permissible alterations to the Apartment and after obtaining Promoter's prior written approval;
- 8.3.3 to rectify and make good any unauthorised and/or unlawful alterations and/or damage thereto within seven (7) Days from the date of receipt of a written notice from the Promoter, and/or from any concerned authorities, in that regard;
- 8.3.4 to bear and pay all increases in the Taxes, as well as all water charges, insurance premia and other levies, imposed on account of any change permitted (as provided herein) to be made in the user of the Apartment by the Allottee/s;
- 8.3.5 to observe, perform and comply with all other rules, regulations and bye-laws which the Promoter, and/or any concerned authorities may specify and those which the Entity & Organisation (defined hereinafter) and/or the Apex Body (defined hereinafter), as the case may be, may adopt or frame at its/their inception, and any modification thereof, from time to time;
- 8.3.6 to contribute his/her/their/its share of expenses towards painting, repairs, waterproofing, refurbishment and structural audits and fire audits (including fire safety audits) of the Project and the Common Areas & Amenities, or at such intervals as may be stipulated by the Promoter and/or Entity & Organisation (defined hereinafter) and/or Apex Body (defined hereinafter);
- 8.3.7 not to let, sub-let, transfer, assign or part with any interest or benefit under this Agreement or part with the possession of the Apartment (if the Date of Offer of Possession has occurred and the Allottee/s has/have taken possession of the Apartment in terms and in accordance with this Agreement) until the Allottee/s has/have complied with all his/her/their/its obligations under this Agreement;
- 8.3.8 in case of non-availability and/or shortage of water and/or electricity supply from TMC/power providers and/or any other concerned authorities/provider the Promoter, or the Entity & Organisation (defined hereinafter) or Apex Body, as the case may be, shall endeavor to arrange the same either through tankers and/or back-up power and/or any other source, then in such case the Allottee/s shall contribute his/her/their/its share of expenses, it being accepted and acknowledged that the availability of electricity and/or water to the Apartment are dependent upon the concerned supplier/provider thereof;
- 8.3.9 upon and after the Allottee/s is/are permitted by the Promoter to enter upon the Apartment as provided herein and until the Whole Project Completion, as contemplated herein, the Promoter, and its agents, representatives and employees, with or without workmen and others, have and shall be entitled, at reasonable times, the right to enter into and upon the Apartment, Parking Space/s, the Project and the Common Areas & Amenities, or any part thereof, to view and examine the state and condition thereof and/or for the purpose of undertaking any works as may be required therein and thereto in relation to the Whole Project;



8.3.10 not to store in the Apartment any goods, objects or materials which are or may be of hazardous, combustible or dangerous nature, or are or may be so heavy as to damage the construction or structure of the Project, or the storing of which goods, objects or materials is objected to or prohibited by the Promoter, and/or the PMC, and/or any concerned authorities;

8.3.11 the wet and dry garbage generated in and from the Apartment shall be separated by Allottee/s and the wet garbage generated shall be treated separately by the allottees/purchasers/occupants of Premises of the Project;

8.3.12 upon and after the Allottee/s is/are permitted by the Promoter to enter upon the Apartment as provided herein and until the Whole Project Completion subject to Force Majeure Events, as contemplated herein, the Promoter, and/or Promoter Affiliates, and/or any Governmental Authorities and their respective officers, agents, or representatives, including the PMC, the Project Architect, Project Engineer and any engineers, surveyors, contractors, agents and employees, with or without workmen and others, have and shall have at all reasonable times, the right to enter into and upon the Apartment, Parking Space/s, Project and the Common Areas & Amenities, or any part thereof, to view and examine the state and condition thereof and/or for the purpose of undertaking any works as may be required therein and thereto in relation to the Whole Project;

8.3.13 not, without the prior written permission of the Promoter, and/or the PMC:

- (a) to carry out or undertake any painting, decoration, or other work, to the exterior of, or outside, the Apartment;
- (b) to affix/install any sign, name or display boards, or any hoardings or neon lights in or outside the Project and/or the Common Areas & Amenities;
- (c) to cover or enclose in any manner whatsoever, the Parking Space/s, and/or affix/install grills to the windows only as approved by the Promoter to maintain uniformity or grill/s or safety door/s to the main door/s of the Apartment;
- (d) to hang clothes, garments or any other thing from the windows or balcony/ies of, or appurtenant to, the Apartment;

8.3.14 not, under any circumstances to:

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(a) do, or permit, or suffer, to be done any act, deed, matter or thing which may render void or voidable any insurance of the Project, and/or any of the Common Areas & Amenities, and to make payment of any additional or increased premiums in respect thereof, as may arise on account of any breach by the Allottee/s;

(b) throw dirt, rubbish, rags, garbage or other refuse, or permit the same to be thrown from the Apartment, in the compound or any portion of the Project and/or the Common Areas & Amenities;



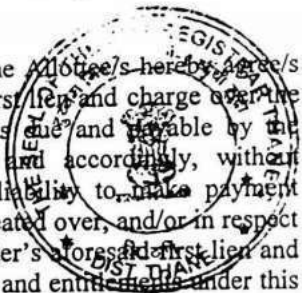
(c) do, or perform, or cause/permit to be done or performed, any act, deed, matter or thing which may or is likely to cause nuisance, disturbance or annoyance to the allottees/purchasers or occupiers of any other Premises in the Whole Project;

(d) demand, or claim, any partition or division of the Allottee/s ultimate interest as provided herein, in the Project and/or Whole Project Land

and/or the Common Areas & Amenities, or any part thereof, it being expressly agreed, understood and confirmed by the Allottee/s that his/her/their/its interest therein will, if the allotment and sale herein is completed, be impartible, and will be held only through the Entity & Organisation (defined hereinafter), formed by the Promoter in respect of the Project, of which he/she/they/it shall be admitted as a prospective member, in terms of Article (10).

- 8.4 Open terraces, open balcony / balconies, and/or other open areas, if any, forming part of and attached/appurtenant to any of the Premises in the Whole Project are intended for and shall be exclusively used and occupied by the respective purchasers/allottees of the concerned Premises who shall never be entitled to enclose the same without the prior permission in writing of the Promoter and concerned authorities, and in case such permissions are granted by the Promoter and concerned authorities, the purchasers/allottees of such Premises in the Whole Project shall observe, perform and comply with all the terms and conditions as may be stipulated in respect thereof and also for the consequences arising from any breach or violation thereof.
- 8.5 If the Allottee/s enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed herein, and the same will not absolve the Allottee/s of his/her/their/its responsibilities under this Agreement.
- 8.6 (a). All costs, expenses, fees, charges and taxes in connection with the Allottee/s procuring and availing of the said loan, the mortgage of the Apartment, servicing and repayment of the said loan, and any default with respect to the said loan and the mortgage of the Apartment, shall be solely and exclusively borne and incurred by the Allottee/s. The Promoter shall never have any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.
- (b). The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to, and shall acknowledge, the right and entitlement of the Promoter to receive the balance Purchase Price and the other amounts payable by the Allottee/s under this Agreement.
- (c). In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoter shall extend necessary assistance/support as may be required under applicable law, without prejudice to its rights, remedies and interests.
- (d). Notwithstanding anything to the contrary herein, the Allottee/s hereby agree/s and undertake/s that the Promoter shall always have first lien and charge over the Apartment in respect of, and to secure, the payments due and payable by the Allottee/s to the Promoter under this Agreement, and accordingly, without prejudice, the Allottee/s irrevocable obligation and liability to make payment thereof, any mortgage, charge, security interest, etc., created over, and/or in respect of the Apartment shall always be subject to the Promoter's aforesaid first lien and charge, and subject to all the Promoter's rights, powers and entitlements under this Agreement.
- 8.7 If the Allottee/s is/are non-resident Indian citizen, or a foreign national/citizen (whether or not the Allottee/s is/are a Person of Indian Origin (POI) and/or an Overseas Citizen of India (OCI), then it shall be his/her/their sole obligation and liability to comply with the provisions of all applicable laws, including Foreign Exchange Management Act, 1999, Reserve Bank of India rules and regulations, exchange control regulations and all other applicable/necessary requirements, rules, regulations, guidelines etc. of the concerned authority, from time to time, including

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those pertaining to remittance of payment for acquisition of immovable properties in India. Refunds (if any) to Non-Resident Indians (NRI) and foreign citizens of Indian origin shall be made in Indian Rupees.

- 8.8 The Project and the Whole Project shall always be known by the name stated in Annexure 'II' hereto, which name shall not be changed without the prior written permission of the Promoter, and the same shall, at all times, be binding upon the Allottee/s and all allottees/purchasers of Premises in the Project and the Whole Project.
- 8.9 All terms, conditions, covenants, stipulations and provisions contained in any agreement/s, undertakings or writings given, or to be given, to concerned authorities, and in respect of Approvals, and/or special rights and privileges and building agreement/s made or executed, or to be made or executed in respect of any other Premises in the Whole Project, shall be binding upon the Allottee/s and all allottees/purchasers/occupants of the Premises in the Whole Project.
- 8.10 The Allottee/s has/have gone through the representations made by the Promoter on the MAHA RERA website as required by RERA and shall keep himself/herself/themselves/itself updated with all the matters relating to the Whole Project and Project, that the Promoter uploads from time to time.
- 8.11 The Allottee/s is/are aware and acknowledges that Project Land, admeasuring about 702 square meters, has been defined and described therein solely in the course of registration of the Project as a "real estate project" under RERA, and the transfer and conveyance of the Whole Project shall always be in terms of Article (10).

#### ARTICLE 9 - REPRESENTATIONS OF THE PROMOTER

Subject to the disclosures made herein by the Promoter, and what is stated in the certificates of title recited hereinabove, the Promoter hereby represents and undertakes as follows:

- 9.1 the Promoter is seized and possessed of or otherwise well and sufficiently entitled (including to develop) the Whole Project Land;
- 9.2 the Promoter shall apply for necessary Approvals from time to time in respect of the Project and/or the Whole Project;

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9.3 the Promoter has not entered into any agreement for sale or any other agreement/arrangement with any person or party with respect to the Apartment;

9.4 the Promoter is entitled to enter into this Agreement, for agreeing to allot and sell the Apartment in the manner contemplated herein.

#### ARTICLE 10 - PROJECT COMPLETION; ENTITIES & ORGANISATIONS; FEDERATION; TRANSFER

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The Promoter, in its discretion, and subject to Force Majeure (defined hereinafter), intends as follows:

10.1 the Promoter estimates the date of Project Completion to be on or before 30<sup>th</sup> June 2024.

10.2 on or before the estimated/projected date of Project Completion, the Promoter shall initiate the process of applying for the formation of a co-operative society under the Maharashtra Co-operative Societies Act 1960, and/or any other entity, organisation, association, or body, referred to in, or permitted under, RERA (hereinafter referred to as the "Entity & Organisation"), to comprise, inter alia, the Allottee/s and other allottees/purchasers/occupants of Premises in the Project. Presently it is

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contemplated that the Entity & Organisation to be formed and registered in respect of the Project shall be a co-operative society.

- 10.3 the Promoter shall convey and transfer the structure of the habitable floors of the Project, along with the Limited Common Areas and Amenities within the habitable floors by and under Deed/s of Transfer to such Entity & Organisation, and hand over the charge and control of the same within three months on happening of both the following events:
- (a) the receipt of the full occupation certificate of the Project; and,
- (b) the receipt of the entire purchase price, consideration and other charges and deposits by the Promoter from all allottees/purchasers of the Premises in the Project.
- 10.4 Upon the satisfaction of the same conditions as stated in clause 10.3, in respect of each of the Balance Projects, the respective entities and organisations in respect of each of the Balance Projects will be formed and constituted, as may be determined by the Promoter. The structure of the habitable floors of the Balance Projects along with the limited common areas and amenities related thereto will be conveyed to such Entities & Organisations respectively, subject to such terms as may be determined by the Promoter.
- 10.5 The Promoter shall convey and transfer the balance structures including Common Areas & Amenities and balance limited common areas and amenities (below the habitable floors of each of the building/structure) and Whole Project Land, excluding Reservations, by and under the Deed/s of Transfer to any corporate or other body, entity, or organisation, to be constituted, formed and registered by the Promoter, under Applicable Law (hereinafter referred to as the "Apex Body") within three months on happening of both the following events:
- (a) the receipt of the full occupation certificate of the last building/structure of the last project/phase of the Whole Project, by the Promoter; and
- (b) the receipt of the entire purchase price, consideration and other charges and deposits by the Promoter from all allottees/purchasers of all Premises in Whole Project;
- 10.6 It is clarified that the conveyance and transfer excludes or is subject to: (i) any portions thereof handed over to concerned authorities or utility providers pursuant to any reservations, and/or leases of utilities, (ii) any encroached areas which will be transferred on an "as is where is basis", as may be determined by the Promoter in its discretion, and, (iii) all conveyances of buildings and structures constructed on the Whole Project Land to various Entities & Organizations of the Whole Project (which also includes the structure of the habitable floors of the project to be conveyed and transferred to the Entity & Organisation and the remaining structures on the Whole Project including the Common Areas & Amenities to be conveyed and transferred to the Apex Body on the terms and conditions contained herein and in the manner as described in this Agreement). The Promoter shall execute Deed/s of Transfer and other writings in respect thereof, subject to (a) what is stated hereinabove, and (b) all other rights, easements, powers, privileges, authorities reserved herein unto the Promoter.
- 10.7 The nature, type and constitution, of the Apex Body, and its rights, powers, and authorities shall be determined by the Promoter. The Apex Body shall hold title as aforesaid, subject to parking allocations/reservations in respect of the Whole Project, and the rights of the respective allottees/purchasers of Premises in the Whole Project to use and enjoy such vehicle parking spaces, as amenities attached to their respective Premises. Further, the Promoter will handover all the sanctions,

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Approvals, Plans, etc., as may be required to the respective Entity & Organisation and/or the Apex Body.

10.8 The Apex Body shall own and hold the Common Areas & Amenities, for the benefit of all Entities & Organisations formed in respect of the Whole Project, and their respective members. All costs, charges, expenses, liabilities, taxes and maintenance charges, and capital and revenue expenditure related to, and arising from, the Common Areas & Amenities shall be proportionately borne, paid and discharged by the Entities & Organisations formed and constituted in respect of the Whole Project, based upon the aggregate Carpet Area (RERA) and open/enclosed/utility balconies thereof of all the Premises of the Whole Project.

10.9 The Promoter shall on or prior to execution and registration of the Deed/s of Transfer in favour of the:

10.9.1 Entity & Organisation formed in respect of the Project, make full, true and requisite disclosure of the nature of its title to the Project; and

10.9.2 Apex Body, make full and true disclosure of the nature of its title to the remaining development of the Whole Project transferred to the Apex Body under the aforesaid Deed/s of Transfer, as well as encumbrances thereon, if any, including any right, title, interest or claim of any person/s in, to or upon the same.

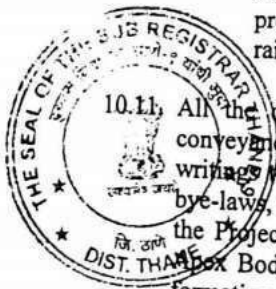
10.9.3 The Allottee/s agree and confirm, personally and as prospective member/s of the applicable Entity & Organisation, that he/she/they/it, is/are not entitled to and shall never raise any objection or dispute and/or claim any compensation, if the area of the Whole Project Land and/or the remaining development of the Whole Project, that is proposed to be transferred as provided in this article, shall be at variance with, or may be less than, the area contemplated, or referred by herein, including virtue of any Reservations, encroachments, spaces for sub-station (by electricity supply company), if any, and/or the Reservations being handed over and transferred to and/or acquisition of any portion of the Whole Project Land by the Governmental Authorities, during the course of developments of the Whole Project Land, or for any other reason whatsoever.

10.10 Without prejudice to the generality of the foregoing provisions, the Promoter has put the Allottee/s to notice of the following matters, facts and disclosures which the Allottee/s has/have agreed and accepted:

(a) that the Project Land, shall never be sub-divided from the Whole Project Land; and,

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(b) that the development of the Whole Project in phases upon the Whole Project Land contemplates the utilization of part/portion of the Development Potential, which may not be proportionate to the FSI and development potential attributable to and arising out of the Whole Project Land and also the Additional Areas are and shall be over and above the Development Potential. The Allottee/s, for himself/herself/themselves/itself, and as a prospective member of the Entity & Organisation, shall not be entitled to raise any claim or dispute in respect thereof.



10.11 All the documents, writings, Deed/s of Transfer etc., to be executed in the conveyance/s and transfer/s, as referred in this article, and all other documents and writings to be executed in relation thereto and/or in pursuance thereof, including bye-laws, rules and regulations of the Entity & Organisation formed in respect of the Project and the Apex Body formed in respect of the Whole Project, and the formation and registration thereof, shall all be prepared and approved by the

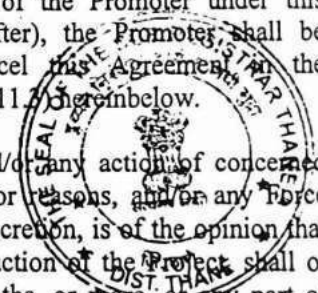
Advocates and Solicitors appointed by the Promoter, and the same shall contain such terms, conditions, covenants, stipulations and provisions, including those contained in this Agreement including reserving the rights, powers, authorities and benefits of the Promoter, as the Promoter deems fit.

- 10.12 The Entity & Organisation, Entities & Organisations in respect of each of the Balance Projects and the Apex Body, to be formed and constituted in respect of the Project, Balance Projects, and the Whole Project, respectively, shall be known by such names as the Promoter may decide, which names shall not be changed by the Allottee/s, and/or any other purchasers and/or the Entity & Organisation, Entities & Organisations in respect of each of the Balance Projects, and/or the Apex Body without the prior written consent of the Promoter;
- 10.13 The Allottee/s shall co-operate with the Promoter and shall sign and execute application forms, papers, declarations, documents and other writings for registration of the Entity & Organisation to be formed and constituted in respect of the Project and do all necessary acts and deeds, so as to enable the Promoter to respectively register the same.
- 10.14 Unless and until the Allottee/s is/are in full compliance of the terms and conditions of this Agreement including the payment of the Aggregate Payments to the Promoter, the Entity & Organisation shall not issue and deliver a share certificate to the Allottee/s.
- 10.15 All, without limitation costs, charges and expenses in respect of the formation and registration of (i) Entity & Organisation, in respect of the Project, shall be borne and paid by all the allottees, purchasers, transferees and occupants of all the Premises in the Project, (ii) Entities & Organisations in respect of the Balance Projects shall be borne and paid by all the allottees, purchasers, transferees and occupants of all the Premises in the Balance Projects, and (iii) the Apex Body, shall be borne and paid by all the Entities & Organisations formed in respect of the Whole Project as set out hereinabove; and the Promoter shall not be liable to bear or pay the same or contribute towards the same, at all. If any delay or default is made in the payment or reimbursement of such costs, charges, or expenses, for any reason whatsoever, the Promoter shall never be held responsible or liable for any delay in the formation and registration of the Entity & Organisation, and/or Entities & Organisations, and/or the Apex Body.

#### ARTICLE 11 – TERMINATION

- 11.1 The Allottee/s agree and confirm that, without prejudice to all the rights, powers, authorities, discretions, entitlements and remedies of the Promoter under this Agreement, and Applicable Law (defined hereinafter), the Promoter shall be entitled, in its discretion, to terminate and cancel this Agreement in the circumstances set out in Article (11.2) and/or Article (11.2) hereinafter.
- 11.2 If due to Applicable Law (defined hereinafter), and/or any action of concerned authorities, and/or any legal action, circumstances, or reasons, and/or any Force Majeure (defined hereinafter), the Promoter, in its discretion, is of the opinion that Whole Project or any part thereof, including construction of the Project shall or may be suspended, or stopped, for twelve (12) months, or more, or any part of Whole Project has, in fact, been stopped or suspended for the aforesaid period of twelve (12) months, then the Promoter shall be entitled, in the Promoter's discretion, to terminate and cancel this Agreement by delivering a written notice of termination to the Allottee/s. On the delivery of such notice to the Allottee/s, this Agreement and any writings as may have been executed in pursuance hereof, shall automatically and forthwith stand cancelled and terminated, without any further act, deed, matter or thing having to be done, executed, or performed, by the Parties. On and after such termination, the Promoter shall refund the Purchase Price installments received and realised by the Promoter, together with Interest (defined

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hereinafter) from the date such payments were received and realized by the Promoter, together with an agreed one-time fixed pre-estimated liquidated damages amount of Rupees One Hundred only per square meter Carpet Area (RERA) of the Apartment (which Parties consider to be reasonable, and not as a penalty). The aforesaid refund amount, and the pre-estimated liquidated damages less the brokerage/commission paid to estate agent/s in relation to the allotment of the Apartment, shall be paid to the Allottee/s (or at the sole option of the Promoter to the bank/financial institution from whom the Allottee/s has/have availed of a housing loan in terms of this Agreement), by the Promoter within thirty (30) Days from the date of execution and registration of a Deed of Cancellation (in terms of a draft prepared by the Promoter) recording the termination and cancellation of this Agreement, if called upon by the Promoter to do so. It is agreed and clarified that other than the aforesaid refund amount and pre-estimated liquidated damages to be paid, the Promoter shall not be liable to make payment of any further or other damages, compensation amounts, or liabilities to the Allottee/s, and shall not be liable to refund any of the Taxes paid by the Allottee/s.

11.3 If the Allottee/s commits an Event of Default (defined hereinafter), the Promoter shall be fully and freely entitled, in its discretion, and without prejudice to all its rights and remedies herein, and under Applicable Law (defined hereinafter), to deliver to the Allottee/s a fifteen (15) Day prior notice in writing of its intention to terminate and cancel this Agreement, and if the Allottee/s fails, refuses and neglects to remedy or rectify such Event of Default, to the satisfaction of the Promoter, by the expiry of the aforesaid notice period of fifteen (15) Days, then this Agreement and any writings that may have been executed in pursuance hereof shall automatically and forthwith stand cancelled and terminated without any further act, deed, matter or thing being required to be done, executed and performed, by the Parties. On and after such termination pre-estimated liquidated damages equivalent to ten per-cent of the Purchase Price (which the Parties considered to be reasonable and not being a penalty) shall be payable by the Allottee/s, and accordingly shall be deducted and appropriated by the Promoter from and out of the Purchase Price paid by the Allottee/s (hereinafter referred to as the "Liquidated Damages"), and received and realised by the Promoter, and the net balance thereof, shall be paid to the Allottee/s (or at the sole option of the Promoter to the bank/financial institution from whom the Allottee/s has/have availed of a housing loan in terms of this Agreement), by the Promoter within thirty (30) Days of the execution and registration of a Deed of Cancellation (in terms of a draft prepared by the Promoter) recording the termination and cancellation of this Agreement, if called upon by the Promoter to do so. It is agreed and clarified that other than the aforesaid amount, the Promoter shall not be liable to bear, pay and discharge to the Allottee/s any other amounts, charges, liabilities, compensation or damages.

11.4 Wherever the term "Event of Default" appears in this Agreement, the same includes the occurrence of all or any of the following events:

- (a) the Allottee/s delaying, or committing default in making, and/or failing, refusing, or neglecting, to make payment of any of the Aggregate Payments, or any part/s or installment/s thereof, as the case may be, on or before respective due dates; and/or
- (b) the Allottee/s committing any breach or default of, or not being in observance, performance, or compliance with any of the terms, conditions, covenants, undertakings, representations and/or warranties contained in this Agreement, and/or as given by him/her/they/it under this Agreement, and/or of any Approvals and/or Applicable Law (defined hereinafter), etc.; and/or
- (c) the Allottee/s has/have been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be; and/or

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- (d) the Allottee/s receiving any notice from any concerned authorities, and/or any foreign state or government, and/or any authorities of any foreign state or government, under any laws, rules, or regulations, and/or the Allottee/s involvement in any money laundering and/or illegal activity/ies, and/or the Allottee/s being declared to be proclaimed offender/s and/or a warrant being issued against him/her/them/it under any laws, rules, or regulations; and/or
- (e) the Allottee/s failing, neglecting, or refusing, to attend at the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances concerned, for registration of this Agreement, and/or admitting execution hereof.

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

11.5.1 the Allottee/s shall cease to have any right, title, interest, claim, or demand in or to the Apartment and the Parking Space/s, under this Agreement, and the Promoter shall be fully and freely entitled to allot and sell, deal with and/or otherwise alienate the same, as the Promoter deems fit, in its discretion;

11.5.2 any mortgage, charge, lien or security interest created by the Allottee/s over the Apartment, and/or the Allottee/s interest under this Agreement, shall automatically stand terminated, cancelled, released and discharged, without any act, deed, matter or thing required to be done, executed or performed.

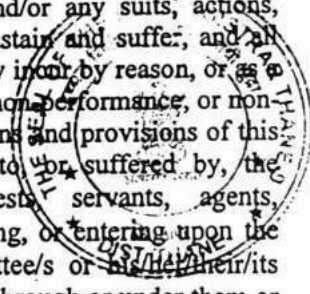
#### ARTICLE 12 - INSURANCE

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

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#### ARTICLE 13 - INDEMNITY

13.1 The Allottee/s hereby agree/s and undertake/s to indemnify and keep indemnified and saved harmless, at all times, the Indemnified Parties (defined hereinafter), and their estates and effects, against all loss or damage, and/or any suits, actions, proceedings or notices that they, or any of them, may sustain and suffer, and all costs, charges and expenses, that they, or any of them, may incur by reason, or as a result of: (a) any failure, breach, default, non-observance, non-performance, or non-compliance, by the Allottee/s of any of the terms, conditions and provisions of this Agreement, and/or (b) any accident or injury caused to, or suffered by, the Allottee/s, or his/her/their/its family members, guests, servants, agents, representative/s, and any person/s residing in, or occupying, or entering upon the Whole Project, including any persons visiting the Allottee/s or his/her/their/its family, guests or visitors or staff, and all persons claiming through or under them or any of them.



13.2 Wherever the term "Indemnified Parties" appears in this Agreement, the same shall mean the Promoter, Promoter Affiliates (defined hereinafter) and the PMC, and their respective directors, partners, shareholders, constituents, representatives, officers, employees, servants, agents, and all persons claiming under them, and their respective successors and assigns.

## ARTICLE 14 - NO LIABILITY

14.1 Neither the Promoter, nor any Promoter Affiliates (defined hereinafter), nor the PMC, nor any of their respective directors, officers, employees, agents, or contractors, shall be liable to the Allottee/s, and/or any persons claiming through or under the Allottee/s, or otherwise, for and/or in respect of:

14.1.1 any harm, injury, loss or damage to any person/s, or property caused by, or through, or in any way associated with, a failure, malfunction, explosion or suspension of electricity, telephone, gas, water, drainage, or sewerage supply or connections to the Whole Project or any part thereof, and whether or not the same is caused by any Force Majeure (defined hereinafter) or otherwise howsoever;

14.1.2 any harm, injury, loss, damage, or inconvenience suffered by, and/or caused to, any person/s, or property, due to, or related to, or caused by, or in the course of the use, or entry into the Apartment, and/or the access to any part of the Whole Project; and

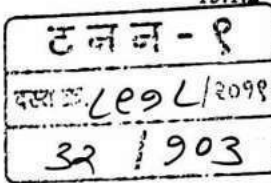
14.1.3 for the security, safekeeping and insurance, of the Whole Project, or any part thereof, and of any person/s therein, and/or of the contents and possessions thereof.

## ARTICLE 15 - GENERAL PROVISIONS

### 15.1 Interest

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

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



### 15.2 Allottee/s Obligation of Confidentiality

The Allottee/s shall during the subsistence of this Agreement and at all times hereafter, keep strictly confidential all Confidential Information (defined hereinafter), and shall not, without the prior written permission of the Promoter, which may be granted, or refused, in the Promoter's discretion, disclose, or divulge, directly, or indirectly to any third party, except to the Allottee/s advisors and officers (subject always to similar duties of confidentiality), any Confidential Information, except where required for the purposes of Confidential Information:

15.2.1.1 is required by Applicable Law (defined hereinafter) to be disclosed;

15.2.1.2 is required to be disclosed by any Governmental Authority with relevant powers to which the Allottee/s is subject or submits;

15.2.1.3 is or shall (otherwise than by breach or default of this Agreement) be in the public domain;

15.2.1.4 is required in connection with any financing which the Allottee/s may require or has already obtained in terms and in accordance with this Agreement.

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

15.2.3 Wherever the term "Confidential Information" is used in this Agreement, the same shall include all information imparted by the Promoter to the Allottee/s, and obtained by the Allottee/s under, and/or in connection with this Agreement on, before, or after, the date of execution of this Agreement, relating to the Whole Project Land, and/or Whole Project and/or the Project, and/or current or projected plans or affairs of the Promoter, or Promoter Affiliates (defined hereinafter), including: (i) this Agreement and the terms hereof, (ii) all documents, records, writings, Plans, Approvals, the Informative Materials, etc., product information and unpublished information related thereto, and any other commercial, financial or technical information relating to the Whole Project Land, and/or the Whole Project, or any part/s thereof, and (iii) the existence of any discussions, or negotiations, any proposal of business terms, and any due diligence materials, and other transaction documents, in each case to the extent relating to the transaction contemplated under this Agreement.

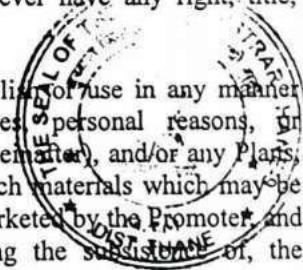
### 15.3 Intellectual Property

15.3.1 The Allottee/s acknowledge/s that all Intellectual Property (defined hereinafter) is and shall always be exclusively owned and held by the Promoter alone and that the Allottee/s shall never have any right, title, interest or licence in respect thereof;

15.3.2 The Allottee/s shall not reproduce/replicate/publicise or use in any manner whatsoever, whether for commercial purposes, personal reasons, or otherwise, any Intellectual Property (defined hereinafter), and/or any Plans, Approvals, Informative Materials and/or any such materials which may be created or intended/proposed to be created or marketed by the Promoter, and disclosed to the Allottee/s, prior to, or during the subsistence of, the Agreement;

15.3.3 The Allottee/s shall immediately bring to the notice of the Promoter any improper or wrongful use or any unauthorised replication/reproduction of Intellectual Property (defined hereinafter), by any persons or parties, which has come to its/their knowledge;

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15.3.4 Wherever the term "Intellectual Property" is used in this Agreement, the same means the wordmark "Kalpataru" and/or "Paramount" and any combination of words in which such name and word mark is used and any word, name, device, symbol, logos, corporate names, insignia, emblems, work marks, slogan, design, brand, service mark, service names, trade name, trade dress, patents, circuit layouts, business and domain names, copyrights, other distinctive feature or any combination of the aforesaid, whether registered or unregistered, and used in connection with the businesses and activities of the Promoter and/or in respect of the Whole Project Land and/or the developments and projects to be undertaken thereon from time to time (with all amendments, upgrades, additions or improvements thereto), and product configuration, industrial design, or trade secret law or any other laws with respect to designs, formulas, algorithms, procedures, methods, techniques, ideas, know-how, programs, subroutines, tools, inventions, creations, improvements, works of authorship, other similar materials and all recordings, graphs, designs, drawings, reports, analyses, other writings and any other embodiment of the foregoing, in any form whether or not specifically listed herein, which may subsist in any part of the world, for the full term of such rights, including any extension to the terms of such right.

#### 15.4 Notices

15.4.1 All notices, intimations, demands, correspondence and other communications to be served on the Allottee/s or the Promoter, as the case may be, under, and/or in pursuance of this Agreement, shall be deemed to have been duly, effectively and sufficiently delivered, if dispatched to the Allottee/s or the Promoter by Registered Post A.D., or by hand delivery, to the postal address, and/or by e-mail, at the e-mail address of the Allottee/s and the Promoter, respectively, as recorded in the Statement annexed hereto and marked Annexure 'H'.

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

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

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15.5.1 Neither this Agreement, nor any term or provision hereof, shall be changed, waived, discharged, or amended, orally, except that any term of this Agreement may be amended and the observance of any such term may be waived (either generally or in a particular instance and either retroactively or prospectively) by the parties; provided however that no such waiver shall extend to or affect any obligation of a Party not expressly waived by the other Party, or impair any right consequent therein.



15.5.2 Neither the failure to exercise, nor any delay in exercising, any right, power, privilege or remedy, by a Party, under this Agreement, shall in any way impair or affect the exercise thereof by such Party, or operate as a waiver thereof by the Promoter in whole or in part.

15.6 Promoter's Rights Cumulative

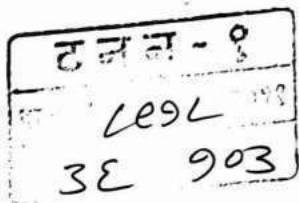


15.10.2 The show/sample apartment including all furniture, items, electronic goods, amenities etc. therein, if any, are only for representational purposes for depicting lifestyle and illustrating a possible option of the design and layout of the apartment/unit. The Promoter is not liable or obligated to provide the Apartment as per show/sample apartment/unit with furniture, items, electronic goods, amenities etc. therein.

#### 15.11 Definitions & Interpretation

15.11.1 Wherever the following terms are used in this Agreement, the same shall have the meanings respectively assigned to them below:

- (a) "Agreement" means this Agreement and includes all recitals and schedules herein and all annexures hereto, and also includes any modification hereof reduced to writing and executed by the duly authorised representative/s of the Promoter and by the Allottee/s, which writing shall be expressed to be supplemental to, or as a modification or amendment of, this Agreement.
- (b) "Applicable Law" includes all laws, rules, regulations, development control rules and regulations including the orders, judgments, decrees, ordinances, guidelines, notices, notifications, schemes, Government Resolutions (GRs) and directions, the Approvals, and the terms and conditions thereof, as may be issued, or imposed, or required, or mandated, in any manner by any concerned authority, or courts of law, or judicial or quasi-judicial bodies or authorities, and as are, or may be, in force from time to time, and/or applicable to the Whole Project, and/or Whole Project Land, or any part/s thereof; all being of the Republic of India.
- (c) "Day" means a working day, in the State of Maharashtra, as notified by the State Government of Maharashtra from time to time.
- (d) "Force Majeure" includes any: (1) acts of God, wars, police actions, or hostilities (whether declared or not), invasions, acts of foreign enemies, rebellions, terrorism, revolutions, insurrections, military or usurped powers, riots, commotions disorders, strikes, lockouts, and natural catastrophes, (2) breach, delay or default of the Allottee/s in complying with his/her/their/its obligations, duties and liabilities under this Agreement and/or Applicable Law, (3) hindrance, interference, or obstruction, suffered by the Promoter, in relation to the development of the Whole Project Land, and/or Whole Project including the Project, (4) claim, dispute, litigation, notice, order, prohibitory order, judgement, decree, rule, regulation, notification or directive, and/or policies of, concerned authorities and/or terms and conditions or any Approvals, which affects the Whole Project Land, and/or the development thereof, and/or the Project, (5) delay or refusal in issue of any Approvals, including occupation certificate/s, as may be required in respect of the Project and/or any of the Balance Projects of the Whole Project, and/or the Common Areas & Amenities to be issued by any concerned authorities, and (6) any other circumstances that may be deemed reasonable by the concerned authorities.



"Promoter Affiliates" means any company/ies, entity/ies, concern/s or person/s who/which is/are nominee/s of, and/or group, holding, or affiliate, or subsidiary company/ies, entity/ies, or concern/s, of the Promoter, and/or associated, or affiliated, with the Promoter by contract, or otherwise.

15.11.2 In this Agreement:

- (a) unless the subject or context otherwise requires, reference to the word "include", "includes" or "including" shall be construed as without limitation;
- (b) reference to the terms "herein", "hereto", "hereof", or "thereof", and any other similar terms refer to this Agreement and not to the particular provision in which the term is used, unless the subject or context otherwise requires;
- (c) bold typeface, headings and titles are used for convenience of reference only and shall not affect the construction of this Agreement, and/or limit, extend, or define any of the terms, conditions and provisions hereof;
- (d) wherever the Allottee/s has/have confirmed, and/or accepted, and/or acknowledged, and/or agreed to, and/or given any undertaking in respect of, any act, deed, matter, thing, item, action, or term or provision of this Agreement, the same means, and shall be deemed to mean, the irrevocable and unconditional confirmation, acceptance, acknowledgement, agreement, undertaking, declaration, representation and warranty on the part of the Allottee/s, in respect of, and/or in relation, to such act, deed, matter, thing, item, action, or provision;
- (e) wherever reference is made to the "discretion of the Promoter", or "Promoter's discretion", and any grammatical variations thereof, the same means, and shall be deemed to mean, the sole, absolute and unfettered discretion of the Promoter, which irrevocably binds the Allottee/s and all other concerned persons, and which shall not be called into question, and/or challenged, and/or disputed in any manner, on any grounds whatsoever, by the Allottee/s and all concerned persons;
- (f) wherever reference is made to the "entitlement" of the Promoter, and/or the Promoter being "entitled", and any grammatical variations thereof, the same means, and shall be deemed to mean, the full complete, absolute, exclusive and unfettered entitlement and liberty of the Promoter in its sole discretion, over, and/or in relation, to the act, deed, matter, or thing in question;
- (g) time is of the essence in respect of the performance by the Allottee/s of all his/her/their/its obligations, including financial obligations. If any time period specified herein is extended in writing by the Promoter in its discretion, such extended time period shall also be of the essence;
- (h) references to recitals, articles, clauses, schedules and annexures shall be reference to the recitals, articles, clauses, schedules and annexures contained in, or annexed to, this Agreement, as the case may be;
- (i) references to laws, rules or regulations, or to any provision/s thereof, shall include references to any such law, rules and regulations, as they may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation, including rules or regulations, made from time to time under that provision;

15.12 Costs



15.12.1 All costs, charges and expenses, including stamp duty and registration charges payable upon and in respect of this Agreement shall be borne and paid solely by the Allottee/s;

15.12.2 All costs, charges and expenses, stamp duty, registration charges, Taxes etc., arising, and/or payable, in respect of all deeds, documents, instruments and writings incidental or related to this Agreement, and/or to be executed in pursuance hereof, that is: (i) transfer and conveyance of structure of the Project to the Entity & Organisation, (ii) transfers and conveyance of structures of the Balance Projects to the respective Entities & Organisations formed in respect thereof, (iii) the transfer and conveyance of the balance/remaining development of the Whole Project including the Common Areas & Amenities and certain Limited Common Areas & Amenities (but excluding the building structures transferred and conveyed to the respective Entities & Organisations) to the Apex Body and (iv) the transfer of the Whole Project Land to the Apex Body; and all other related and incidental deeds, documents and writings including all costs, charges and expenses for preparing and engrossing the same, professional fees or charges payable to the Promoter's Advocates & Solicitors and towards stamp duty and registration fees, shall: (a) in respect of the documents and writings referred to in (i) above be proportionately borne and paid by the Allottee/s and by all other allottees/purchasers of Premises in the Project and/or the Entity & Organisation in respect of the Project, (b) in respect of, documents and writings referred to in (ii) above be proportionately borne and paid by the allottees and purchasers of all Premises and/or the Entities & Organisations formed in respect of the Balance Projects, and (c) in respect of, documents and writings referred to in (iii) above by all Entities & Organisations to be formed and constituted in respect of the Whole Project and/or the Apex Body, in respect of (iv) above shall be payable by the Apex Body and/or its constituents. The Promoter shall not be liable to bear and pay any such liabilities, or contribute towards the same.

#### 15.13 Successors and Assigns

15.13.1 No rights, liabilities or obligations under this Agreement shall be assigned by the Allottee/s without the prior written consent of the Promoter;

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The Promoter shall always be entitled, in its discretion, to assign this Agreement, and/or all, or any of, its rights and obligations under this Agreement, to any Promoter's Affiliates, including any entity in pursuance of an amalgamation, merger, demerger, or other corporate restructuring of the Promoter.

#### 15.14 Laws

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

#### 15.15 Dispute Resolution



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

#### 15.16 Jurisdiction

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

15.17 **Survival**

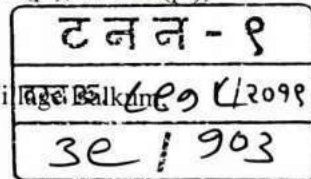
This Article (15.17), Article (11) (Consequences of Termination), Article (15.4) (Notices), Article (15.16) (Jurisdiction), Article (15.15) (Dispute Resolution) and Article (15.2) (Allottee/s Obligation of Confidentiality), and all other rights and obligations of the Parties that are held after, and/or are required to be observed and performed upon and after the termination of this Agreement, shall survive the termination of this Agreement, and the Parties shall continue to respectively hold such rights, and be bound, liable and obliged to comply with their obligations in respect thereof.

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

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
(Description of the Whole Project Land)

All that piece or parcel of land or ground, admeasuring approximately 21,840 square meters in aggregate, together with structures standing thereon, including infrastructural developments and improvements, constructions and other ancillary structures and including compound wall standing thereon situate, lying and being within the limits of Municipal Corporation of the city of Thane and the registration district of Thane bearing the following survey numbers: 113/12(pt), 113/14(pt), 113/16B, 113/17A, 113/19B/1, 114/1B(pt) 114/2B(pt), 114/3, 114/4, 114/5(pt), 114/6(pt), 114/7, 114/8, 114/9A, 114/10A, 114/10C, 115/4/2, 115/5, 115/6, 115/7/2, 115/8/2, 115/9, 115/10/2, 115/11, 115/12, 115/13, 115/14, 115/15 of Village Majiwade; and 212/1, 212/2A, 212/3A, 212/4A, 213/1A, 229/1/2A, 229/2/2 of Village Balkum, and bounded as follows:

- NORTH: Partly By 60m wide road comprising of survey nos. 114/1A(pt), 114/2A, 115/4/1, 115/7/1, 115/8/1, 115/10/1 of Village Majiwade and 229/1/1(pt), 229/2/1 of Village Balkum, Thane.
- SOUTH: Partly by 113/16C, 113/19B/2, 113/17B, 114/9B, 114/10B of Village Majiwade and 212/3C, 212/3B, 212/4B of Village Balkum Thane.
- WEST: Partly by 113/12(pt), 113/14(pt), 113/16A, 113/17A(pt), 114/1B(pt), 114/5(pt), 114/6(pt) of Village Majiwade, Thane.
- EAST: Partly by 212/3C, 212/2B, 213/1B, 229/1/2B of Village Balkum Thane.



**THE SECOND SCHEDULE ABOVE REFERED TO:**

(Description of the Apartment and Parking Space/s)

All that the proposed Apartment bearing no.42, admeasuring approximately 56.84 square meters Carpet Area (RERA) that is, approximately 612 square feet Carpet Area (RERA) on 4<sup>th</sup> habitable floor, of the Project, together with 01 (One) vehicle Parking Space/s in Project known as "ASTER".



Enclosed balcony attached to the Apartment is approximately 3.37 square meters, that is, approximately 36 square feet;

Balcony (Open) area attached to the Apartment is approximately NA square meters, that approximately NA square feet;

Utility balcony attached to the Apartment is approximately 1.89 square meters, that approximately 20 square feet;

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

SIGNED by the within named Promoter  
Ananta Landmarks Private Limited  
in the presence of

*[Handwritten signatures]*

For Ananta Landmarks Private Limited

*Mandavia P.*

Director/ Authorised Signatory



Mr PANKAJ MANDAVIA  
Photograph/Left Thumb Impression

SIGNED by the within named Allottee/s,  
1. Mr. Shivprasad Somnath Salian  
2. Mrs. Nishitha Shivprasad Karkera Salian  
3. \_\_\_\_\_  
4. \_\_\_\_\_  
in the presence of

*[Handwritten signatures]*



Mr. Shivprasad Somnath Salian  
Photograph/Left Thumb Impression

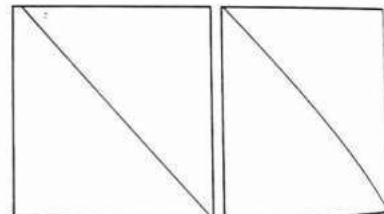


Mrs. Nishitha Shivprasad Karkera Salian  
Photograph/Left Thumb Impression

दस्तावेज - ९  
दिनांक १६/०९/२०१९  
२०/१९०३



Mr \_\_\_\_\_  
Photograph/Left Thumb Impression



Mr \_\_\_\_\_  
Photograph/Left Thumb Impression

**RECEIPT**

Received on or before execution hereof, of )  
and from the within named Allottee/s, the )  
sum of Rs. **546,433/-** (Rupees Five Lakhs )  
Forty Six Thousand Four Hundred Thirty )  
Three only) vide cash/cheque/draft/pay order )  
bearing No. \_\_\_\_\_ dated )  
\_\_\_\_\_ drawn on )  
\_\_\_\_\_ )  
\_\_\_\_\_ )  
\_\_\_\_\_ being the Booking )  
Amount/ installment of the Purchase Price )  
agreed to be paid by the Allottee/s, to us as )  
withinmentioned )

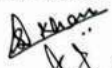

Rs.546,433 /-

For Ananta Landmarks Private Limited

Maudavia P.S

Director/Authorised Signatory

**Witnesses:**

- 1. 
- 2. 



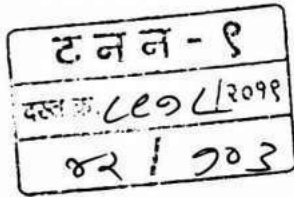
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४९ / १०३



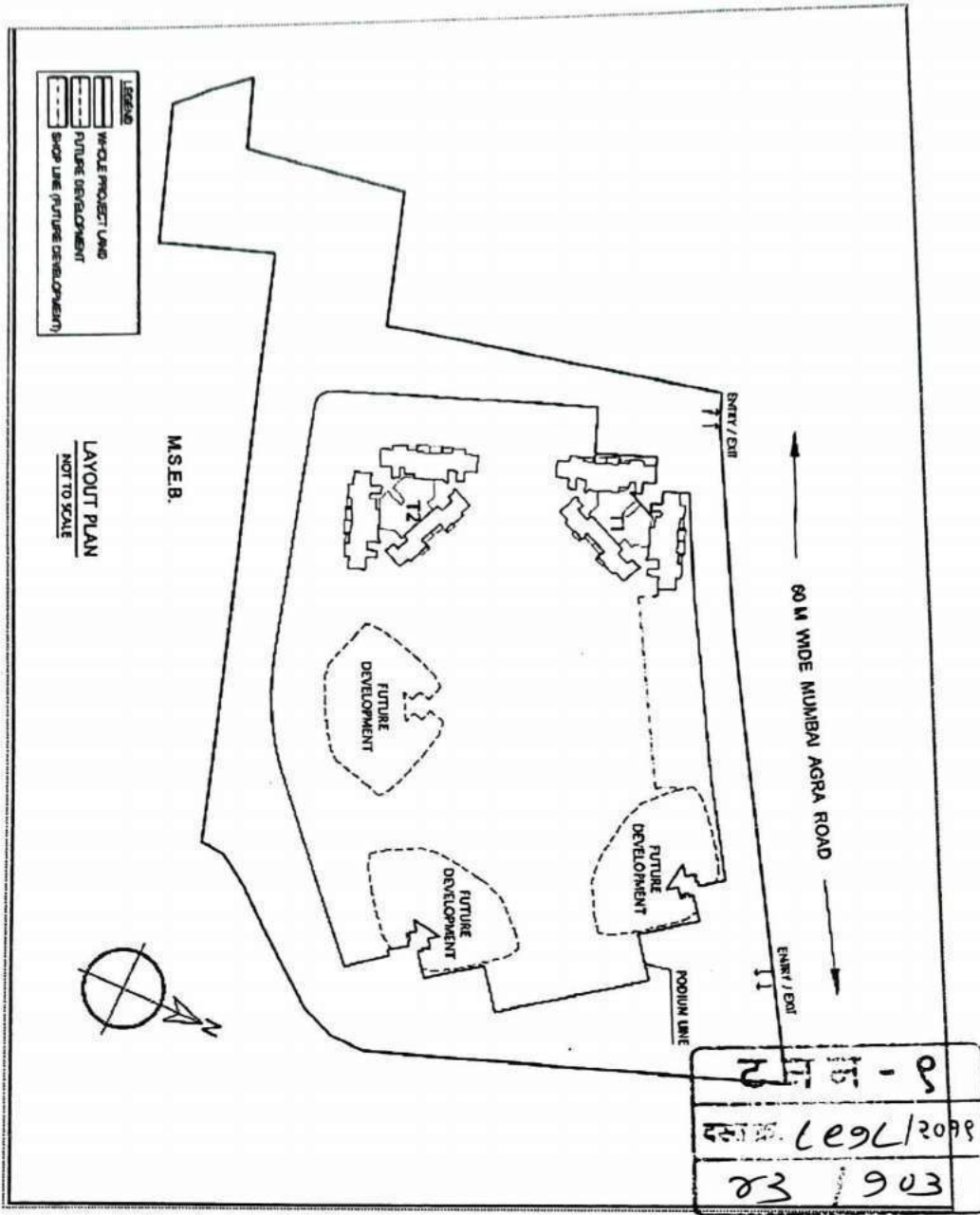
Annexure 'A'

(List of Deeds and Documents in respect of the Larger Land)

1. By and under an Agreement for Development dated 28<sup>th</sup> December, 2005, registered with the Sub-Registrar of Assurances at Thane under the serial TNN2/08460/2005 read with Supplemental Agreement dated 29<sup>th</sup> December, 2005 made by and between CCL and the Promoter (then known as Kalpataru Landmarks Private Limited), CCL granted onto the Promoter, development right with covenant of ultimate transfer in relation to an area of the land admeasuring about 83,439 square meters.
2. By and under a Fresh Certificate of Incorporation dated 31<sup>st</sup> March, 2006, issued by the office of the Dy. Registrar of Companies, Maharashtra, ColourChem Limited changed its name to 'Clariant Chemicals (India) Limited'.
3. By and under a Fresh Certificate of Incorporation dated 29<sup>th</sup> December, 2008, issued by the office of the Dy. Registrar of Companies, Maharashtra, Kalpataru Landmarks Private Limited changed its name to 'Ananta Landmarks Private Limited'.
4. By and under a Deed of Transfer and Conveyance dated 1<sup>st</sup> February, 2011, under Sr. No. TNN1-839-2011, made by and between CCL and the Promoter, CCL sold and transferred and conveyed the Larger Land onto the Promoter, subject to the terms and conditions mentioned therein.
5. By and under a Power of Attorney dated 1<sup>st</sup> February, 2011, under Sr. No. TNN1-841-2011, made by CCL in favour of the Promoter, CCL authorized the Promoter to do acts, deeds and things in relation to the Larger Land more particularly described therein.



**Annexure 'B'**  
**Layout Plan of the Whole Project Land**



*[Handwritten signatures]*



Annexure 'C'  
7/12 Extracts of Whole Project Land

Page 1 of 2

Sl. No.	Area (sq. m)	Area (sq. ft)	Remarks
1	10000	107640	Plot 1
2	10000	107640	Plot 2
3	10000	107640	Plot 3
4	10000	107640	Plot 4
5	10000	107640	Plot 5
6	10000	107640	Plot 6
7	10000	107640	Plot 7
8	10000	107640	Plot 8
9	10000	107640	Plot 9
10	10000	107640	Plot 10

Page 2 of 2

Sl. No.	Area (sq. m)	Area (sq. ft)	Remarks
11	10000	107640	Plot 11
12	10000	107640	Plot 12
13	10000	107640	Plot 13
14	10000	107640	Plot 14
15	10000	107640	Plot 15
16	10000	107640	Plot 16
17	10000	107640	Plot 17
18	10000	107640	Plot 18
19	10000	107640	Plot 19
20	10000	107640	Plot 20

Sl. No.	Area (sq. m)	Area (sq. ft)	Remarks
21	10000	107640	Plot 21
22	10000	107640	Plot 22
23	10000	107640	Plot 23
24	10000	107640	Plot 24
25	10000	107640	Plot 25
26	10000	107640	Plot 26
27	10000	107640	Plot 27
28	10000	107640	Plot 28
29	10000	107640	Plot 29
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Page 1 of 2

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4	10000	107640	Plot 4
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6	10000	107640	Plot 6
7	10000	107640	Plot 7
8	10000	107640	Plot 8
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10	10000	107640	Plot 10

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Page 1 of 2

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Page 2 of 2

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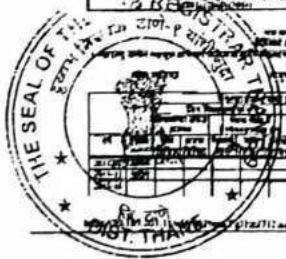
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Form No. 117-203 (1) (A) (for use by the Government of India)

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Form No. 117-203 (1) (A) (for use by the Government of India)

Form No. 117-203 (1) (A) (for use by the Government of India)

Page 1 of 1

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१. नाम: \_\_\_\_\_  
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**टनल-९**  
 दस्ता: ८९०५२०९९  
 ५५ : ९०३





**Limited Common Areas & Amenities  
AND  
Common Areas & Amenities**

**Part A**

**Limited Common Areas & Amenities**

- Entrance lobby
- Elevators
- Staircase and Elevator Lobby
- Fire Fighting Equipment and Fire Chute
- Society Office
- Electrical Panel and Meter Room
- Mail Box
- Refuge Area
- Fire check / Service floor

**Part B**

**Common Areas & Amenities -**

- Clubhouse with party hall and multipurpose room
- Swimming pool (Kids and Adult)
- Fitness centre / Activity Room for Spa with Jacuzzi
- Fitness centre / Activity Room for Kids Play Area
- Fitness centre / Activity Room for Pool Room
- Fitness centre / Activity Room for Indoor Games room
- Fitness centre / Activity Room for Gymnasium
- Fitness centre / Activity Room for Kick Boxing / Martial Arts / Spinning Area
- Fitness centre / Activity Room for Aerobics / Yoga Room
- Multipurpose Sports Court
- Landscaped garden
- Solar water heating system
- Water Tanks and Sewage Treatment Plant (STP)
- Rain water harvesting system
- Firefighting systems
- D.G. Power back up for select/identified utility areas
- Public address system in common areas
- CCTV covering designated common areas
- Sub Station
- Garbage Room(s)
- Fire Control / BMS Room
- LV Room
- Panel Room



ढकल - ९
दस्तक: ८९०८/२०१९
पुढ: १०३





**Maharashtra Real Estate Regulatory Authority**  
**REGISTRATION CERTIFICATE OF PROJECT**  
**FORM 'G'**

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number  
PS170004031

Project Paramount A PWD Bearing / CTS / SURVEY / Final Plot No. B NO. 114/3B Part, 114/3 Part, 114/4 Part, 114/5 Part, 115B Part of village **Mapawade** at Thane (M Corp.) Thane, Thane, 400608;

1. Ananta Landmarks Pvt. Ltd having its registered office / principal place of business at Tehsil Andhan, District  
Mumbai Suburban, Pin 400055

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

- The promoter shall enter into an agreement for sale with the allottees;
- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Agents, Rules of Interest and Disclosures on Website) Rules, 2017;
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (i) of sub-section (2) of section 4 read with Rule 5;

OR

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

- The Registration shall be valid for a period commencing from 07/06/2017 and ending with 30/06/2024 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

हसन
दस्तावेज: 1694/2017
56/1903

Signature valid  
Digitally Signed by  
Dr. Vasanti Premchand Prabhu  
(Secretary, MahaRERA)  
Date: 07/06/2017 3:02:53 PM



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

**Annexure 'F'**  
**(COMMENCEMENT CERTIFICATE)**

Certificate No. **3837**



**THANE MUNICIPAL CORPORATION, THANE**

(Registration No. 3 & 24)  
**SANCTION OF DEVELOPMENT  
AMENDED PERMISSION / COMMENCEMENT CERTIFICATE**

इमारती व भूखंडाचा तपशिल मागील पानावर नमूद

New S05/0128/17  
Old 88/381  
V. P. No. \_\_\_\_\_ TMC / TDD / 2522 / 18 Date : 14 / 04 / 2018  
To, Shri / Smt. मे. शशि देशमुख अण्ड असो. (Architect)  
Shri मे. अनेता लॅण्डमावर्स प्रा. लि., (Owners)

With reference to your application No. 7515 dated 21/9/2017 for development permission / grant of Commencement certificate under section 45 & 69 of the the Maharashtra Regional and Town Planning Act, 1966 to carry out development work and to erect building No. \_\_\_\_\_ in village माजिवेडा/बाळकुम Sector No. \_\_\_\_\_ Situated at Road / Street जुना मुंबई आग्रा रस्ता S. No. / C.S.T. No. / F. P. No. मागील पानावर नमूद

The development permission / the commencement certificate is granted subject to the following conditions.

- 1) The land vacated in consequence of the enforcement of the set back line shall form Part of the public street.
- 2) No new building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission has been granted.
- 3) The development permission / Commencement Certificate shall remain valid for a period of one year Commencing from the date of its issue.
- 4) This permission does not entitle you to develop the land which does not vest in you.
- 5) सदरची परवानगी मंजूर सुधारीत विकास आराखडा व मंजूर विकास नियंत्रण नियमावलीमधील तरतुदींच्या अनुषंगाने देण्यात येत आहे. केंद्र व राज्य शासनाच्या विविध शासकीय विभागांच्या परवानगी प्रमाणपत्रांमध्ये नमूद केलेल्या तसेच इतर आवश्यक परवानग्या प्राप्त करणे विकासक यांचेवर बंधनकारक राहिल. याबाबत कोणतीही अनियमितता दिसून आल्यास हि परवानगी रद्द करण्यात येईल.

PTO

**WARNING : PLEASE NOTE THAT THE DEVELOPMENT IN CONTRAVENTION OF THE APPROVED PLANS AMOUNTS TO COGNASIBLE OFFENCE PUNISHABLE UNDER THE MAHARASHTRA REGIONAL AND TOWN PLANNING ACT. 1966**

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Office No. \_\_\_\_\_  
Office Stamp \_\_\_\_\_  
Date \_\_\_\_\_  
Issued \_\_\_\_\_

Yours faithfully,

Municipal Corporation of  
the city of Thane.



- परवानगी**
- इमारत टि-1 2 तळघर + ग्राउंड /पार्ट वाणिज्य + पहिले पोडीयम /पार्ट वाणिज्य + दुसरे पोडीयम + तिसरे पोडीयम /स्टील्ट + 33 मजले
- इमारत टि-2 2 तळघर + ग्राउंड + पहिले पोडीयम + दुसरे पोडीयम + तिसरे पोडीयम /स्टील्ट + 33 मजले
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- इमारत टि-4 2 तळघर + ग्राउंड + पहिले पोडीयम + दुसरे पोडीयम + तिसरे पोडीयम /स्टील्ट + 2 मजले
- इमारत टि-5 2 तळघर + ग्राउंड /पार्ट वाणिज्य + पहिले पोडीयम /पार्ट वाणिज्य + दुसरे पोडीयम + तिसरे पोडीयम /स्टील्ट + 11 पार्ट मजले

**परवानगी सी.सी.**

**इमारत टी 1 ते टी 5 जोत्यापर्यंत**

- मौजे मजिवडा स.नं. 113/1 पै, 2ब, 3पै, 4, 5, 6, 7, 8, 9/2, 10, 11, 12पै, 13, 14, 16अ, 16ब, 17अ, 19/ब/1, 114/1ब, 2ब, 3, 4, 5, 6, 7, 8, 9अ, 10अ, 10ब, 115/4/2, 5, 6, 7/2, 8/2, 9, 10/2, 11, 12, 13, 14, 15
- मौजे बाळकुम स.नं. 212/1, 2 अ, 3 अ, 4 अ, 213/1 अ, 229/1/2 अ, 2/2

- 6) भुखंडाचे मालकी हक्काबाबत/हदीबाबत तसेच प्रवेश मार्गाबाबत काही वाद निर्माण झाल्यास त्यास दोन महानगरपालिका जबाबदार राहणार नाही. त्याचे निराकरण करणेची जबाबदारी भुखंडधारक/विकासकर्ते यांची राहिल.
- 7) पर्यावरण विभागाकडील ना हरकत दाखल्यामध्ये नमूद क्षेत्रापेक्षा वाढीव बांधकाम क्षेत्र/सर्व्हेस क्षेत्र बांधकाम करणेपूर्वी पर्यावरण कक्षाची मान्यता सादर करणे आवश्यक.
- 8) यापूर्वीच्या परवानगी/ सी.सी संदर्भ क्र. टिएमसी/टीडीडी/146 दिनांक 10.10.2014 टिएमसी/टीडीडी/2257/17 दिनांक 26.07.2017 मधील सर्व अटी बंधनकारक राहतील. सुधारित प्रस्तावानुसार दाखल नकाशांच्या अनुषंगाने 70.00 मी. पेक्षा जास्त उंची प्रस्तावित असलेल्या इमारतीसाठी हाय राईज कमिटीची मान्यता तसेच मुख्य अग्निशमन अधिकारी यांच्याकडील ना हरकत दाखला जोता प्रमाणपत्रापूर्वी सादर करणे आवश्यक. सदरच्या ना हरकत दाखल्यानुसार नकाशांमध्ये होत असल्यास त्यानुसार सुधारित नकाशे मंजूर करून घेणे आवश्यक राहिल.
- 9) सी.एन. पुर्वी अस्तित्वातील तोडावयाचे म्हणून दर्शविण्यात आलेले बांधकाम तोडणे आवश्यक व त्याची पाणी पुरवठा व कर विभागाचा दाखला सादर करणे आवश्यक.
- 10) सी.एन. पुर्वी व तद्नंतर दर तीन महिन्यांनी जागेवरील कामाबाबतचे विकासक व वा.वि. यांचे Status of work सादर करणे आवश्यक.

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- 12) सी.एन. पूर्वी भोकरड्या जागेचा कर भरणे आवश्यक.
- 13) सी.एन. पूर्वी जागेवर विहित नमुन्यातील माहिती फलक दर्शनी बाजूस लावणे आवश्यक व तो अंतिम वापर परवान्यापर्यंत कायम ठेवणे आवश्यक.
- 14) सी.एन. पूर्वी जागेवरील महिला कामगारकरीता फाटणागर तसेच प्रसाधनगृह इ. सुविधा पुरविणे आवश्यक. तसेच सादरचे बांधकाम वापर परवान्यापूर्वी निष्कासित करणे आवश्यक.
- 15) जोता प्रमाणपत्राची मागणी करणे पूर्वी प्रस्तावित रूफिंग भूखंडाचे क्षेत्राने 7/12 उतारे ठाणे महानगरपालिकेच्या नावे करणे आवश्यक.
- 16) जोता प्रमाणपत्राची मागणी करणेपूर्वी नियोजित 40.0 मी रुंद रस्त्याचे आरेखानुसार पोट हिस्सा मोजणी करून स्वतंत्र 7/12 उतारे व हद्द कायम मोजणी नकाशे सादर करणे आवश्यक.
- 17) जोत्यापूर्वी नियोजित इमारतीची संरचना IS Code 1893 व 4362 मधील भूकंपरोधक तरतुदीनुसार केली असल्याबाबतचे आर.सी.सी. तज्ञांचे स्टीबिलीटी प्रमाणपत्र सादर करणे आवश्यक.
- 18) जोत्यापूर्वी सरफेस ड्रेनचे काम पूर्ण करणे व कामाच्या पूर्णत्वाबाबत स्टीम वॉटर ड्रेनेज विभागाचा ना हक्कत दाखला सादर करणे आवश्यक.
- 19) विवास प्रस्तावातील प्रथम इमारतीच्या वापर परवान्यापूर्वी प्रस्तावाचीन भूखंडाची मा. जिल्हाधिकारी यांनी दिलेली सनद सादर करणे बंधनकारक राहिल.
- 20) वापर परवान्यापूर्वी अग्निशमन दलाचा अंतिम नाहरकत दाखला सादर करणे आवश्यक.
- 21) वापर परवान्यापूर्वी नूक्ष, पाणी पुरवठा व ड्रेनेज विभागाचा अंतिम नाहरकत दाखला सादर करणे आवश्यक.
- 22) वापर परवान्यापूर्वी Organic Waste Disposal System राबविणे बंधनकारक राहिल.
- 23) वापर परवान्यापूर्वी नियोजित इमारतीची संरचना IS Code 1893 व 4362 मधील भूकंपरोधक तरतुदीनुसार केली असल्याबाबतचे आर.सी.सी. तज्ञांचे स्टीबिलीटी प्रमाणपत्र सादर करणे आवश्यक.
- 24) वापर परवान्यापूर्वी इमारतीच्या आतील बाजूस तसेच रस्त्याकडील बाजूस सी.सी. टिन्की यंत्रणा बसविणे व कार्यान्वित करणे आवश्यक.
- 25) वापर परवान्यापूर्वी रेन वॉटर हार्वेस्टिंग योजना राबविणे तसेच त्याच्या पूर्णत्वाबाबत Service Consultant यांचा दाखला व पाणी पुरवठा विभागाचा ना हरकत दाखला सादर करणे बंधनकारक.
- 26) वापर परवान्यापूर्वी संबंधीत विभागाकडून उद्वाहन अनुज्ञप्ती प्रमाणपत्र प्राप्त करून ते सादर करणे बंधनकारक राहिल.
- 27) वापरपरवान्यापूर्वी सोलार वॉटर हिटींग सिस्टमसाठीच्या कामाचा नियमानुसार पूर्णत्वाबाबत संबंधीत Service Consultant यांचा दाखला सादर करणे आवश्यक.
- 28) नियमानुसार वेळोवेळी देय होणारे शुल्क भरणे आवश्यक.
- 29) बांधकामास ठाणे महानगरपालिका पाणी पुरवठा करणार नाही. फक्त पिण्याचे पाणी उपलब्धतेनुसार पुरविण्यात येईल.
- 30) विकासक यांचे दि. 2.4.2018 रोजीचे अग्निशमन विभागाकडील नाहरकत दाखल्याबाबतचे हमीपत्र बंधनकारक राहिल.

Yours faithfully



EXECUTIVE ENGINEER  
Town Development Department  
Municipal Corporation of  
the City of Thane.

दस्त क्र. ८९८/२०१९
९९ / १०३

Office No. \_\_\_\_\_

Office Stamp \_\_\_\_\_

Date \_\_\_\_\_

Issued \_\_\_\_\_





Annexure 'G'  
CERTIFICATE OF TITLE



TITLE SEARCH REPORT

AS ON 17 JULY 2017

SUBMITTED TO

ANANTA LANDMARKS PRIVATE LIMITED

टजल - १  
एनए ८९२/२०१९  
६२/१०३



11, 12th Floor, Plot no. 8, Sector  
11, Sion, Mumbai - 400 705.  
T - 022 2775 8100/105

INDIALAW LLP  
w - www.indialaw.in  
e - pl\_ho@indialaw.in

Reg. Office - Apeejay Chanani  
11, Wallace St, Fort, Mumbai  
LLPIN - AAC - 7831



**1. INTRODUCTION**

1.1 This title investigation has been conducted by INDIALAW LLP pursuant to the instructions received from its client 'Ananta Landmarks Private Limited', (formerly known as 'Kalpataru Landmarks Pvt. Ltd.'). (hereinafter referred to as "Ananta").

1.2 We have been instructed to investigate and certify Ananta's title in respect of all that pieces and parcels of land admeasuring approximately 33,730 sq. metres (hereinafter referred to as the "said Land") more particularly described in the Schedule hereunder written. The said Land is part of all that part and parcels of non-agricultural land being partly of freehold tenure and partly held as occupant class II, situate at Village Majiwade and Village Balkum altogether admeasuring approximately 2,98,900 sq. metres or thereabouts lying and being within the limits of Municipal Corporation of the City of Thane in the City and registration district of Thane (hereinafter referred to as the "said Entire Land")

**2. DOCUMENTS REVIEWED**

2.1 We are relying on the below mentioned documents for issuance of this report:

- i. Title report dated 17 February 2011 issued by Federal & Rashmikant.
- ii. ROC search at the MCA website vide SRN U15060650 dated 21 June 2017.
- iii. 7/12 extracts dated 6 June, 2017 and 27 June 2017 issued by the office of Talati, Taluka Zilla Thane.

**3. TITLE HISTORY**

3.1 At the relevant time Clariant Chemicals (India) Ltd., formerly known as Colour Chem Limited ("the said Company") was well and sufficiently entitled to the said Entire Land. The said Company became entitled to the said Entire Land as mentioned under:

3.1.1 On behalf of, and on account of Indo Chem Pvt. Ltd., the Government of Bombay (now Maharashtra) ("the Government") acquired a block of land consisting of various contiguous pieces or parcels of land bearing distinctive survey / hissa numbers of Village Balkum, Thane District, (hereinafter referred to as the "said Blocks of Land") under the provisions of Land Acquisition Act, 1894 ('said Act'), from the then holders thereof, against payment of due compensation under the said Act. By Agreement dated 1 May 1957, read with Supplemental Agreement-

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dated 2 June 1958, and another Agreement also dated 2 June 1958, made and entered between the Government and Indo Chem Pvt. Ltd., the Government transferred and vested unto Indo Chem Private Ltd., the said Blocks of Land admeasuring 1,72,890 sq. metres (hereinafter referred to as the "said 1<sup>st</sup> Acquired Land"), on terms and conditions as particularly contained therein. The Government by its letter No. LTH/1868/128728-H dated 20 November 1969, and the Assistant Collector, Thane, by his letter No. RBJV.893 dated 10 July 1970, respectively granted permission to Indo Chem Pvt. Ltd. to transfer to the said Company the said 1<sup>st</sup> Acquired Land. Thereafter by Deed of Transfer dated 14 September 1970, made and entered into between Indo Chem Private Ltd., and the said Company, duly registered under no. 4509/70 on 16 September 1970 with the Sub-Registrar of Assurances at Thane, Indo Chem Private Ltd., transferred the said 1<sup>st</sup> Acquired Land to the said Company, for the consideration and on the terms and conditions mentioned therein. Accordingly, the said Company became the Owner as "Occupant Class-II" of the 1<sup>st</sup> Acquired Land.

3.1.2 The Government on behalf of and on account of the said Company, acquired ten (10) isolated pockets of land partly of Village Balkum and partly of Village Majiwade, Thane District, under the provisions of the said Act from the then holders thereof against payment of due compensation under the said Act. Thereafter by Agreement dated 16 January 1969, transferred and vested in the said Company the said ten (10) isolated pockets of lands admeasuring in aggregate approximately 9,390 square meters (hereinafter referred to as the "said 2<sup>nd</sup> Acquired Land"). Accordingly, the said Company became the Owner as "Occupant Class-II" of the 2<sup>nd</sup> Acquired Land.

The said 1<sup>st</sup> Acquired Land and the 2<sup>nd</sup> Acquired Land are hereinafter collectively referred to as the "said Acquired Land")

3.1.3 Between the years 1964 to 1967, the said Company purchased, as absolute owner, various other contiguous pieces or parcels of land of Village Balkum and of Village Majiwade, admeasuring altogether about 1,05,720 square meters (hereinafter referred to as the "said Purchased Land") from the then holders thereof, by and under thirty four (34) Deeds of Conveyance, all duly executed, and registered in the Registration office at Thane, against payment of full agreed consideration to the then holders. The said Company is the Owner as "Occupant - Class I" of the said Purchased Land.

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By Sanad dated 14 December 1990, the Government granted to the said Company, two (2) isolated pockets of land, of Village Balkum admeasuring approximately 10,900 square meters (hereinafter referred to as the "said Sanad Land"), on



payment of premium and upon the terms and conditions recorded in the said Sanad. Accordingly the said Company became the Owner as 'Occupant Class-II' of the said Sanad Land.

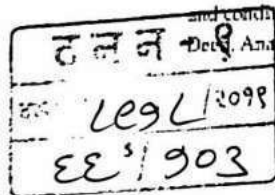
- 3.1.5 Hence, the said Company became entitled to hold an area admeasuring approximately 1,93,180 square meters (i.e. the said Acquired Land and the Sanad Land) as 'Occupant Class-II' and of the remainder area admeasuring approximately 1,05,720 square meters as an absolute owner 'Occupant Class - I', thereof, aggregating to approximately 2,98,900 being the said Entire Land herein.
- 3.2 The said Company obtained all necessary permissions for N.A. use of the said Entire Land and, also obtained necessary sanctions and approvals from Thane Municipal Corporation (TMC), and constructed factory buildings and other ancillary structures on parts or portions thereof.
- 3.3 Out of the said Entire Land admeasuring approximately 2,98,900 square meters, the said Company handed over / surrendered to TMC two (2) areas as follows:
- Area about 967.25 square meters as setback for Balkum Saket Road as recorded in TMC's letter dated 15 March 2001;
  - Area about 13,500 square meters for widening of Bombay-Agra Road as recorded in TMC's letter dated 4 June 2004.
- 3.4 Certain portions comprising the said Entire Land are in occupation of Maharashtra State Electricity Board and Thane Municipal Corporation-Fire Brigade Department, details whereof is as mentioned in the said Conveyance Deed referred to hereinbelow.
- 3.5 By Agreement for Development dated 28 December 2005, (hereinafter referred to as the "said Development Agreement"), made and entered into between the said Company (as Owner) and Kalpataru Landmarks Pvt. Ltd. (as Developer) (now known as Ananta Landmarks Private Ltd), duly registered in the Registration Office at Thane, under Sr. No. TNN2/08460/2005, on 29 December 2005, the said Company granted development rights to Kalpataru Landmarks Pvt. Ltd. to develop an area admeasuring about 83,439 square meters from and out of the said Entire Land, with a covenant for ultimate transfer of the same for the consideration and on the terms and conditions as therein mentioned. The said Development Agreement is to be read with the Supplemental Agreement dated 29 December 2006, also executed between the said Company and Kalpataru Landmarks Pvt.

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- LLI when under certain terms of the said Development Agreement dated 28 December 2010 were modified as therein mentioned.
- 3.6 i) The name of the said Company was later changed to its present name viz "Clariant Chemicals (India) Ltd.", and consequent on change of name, the Office of Registrar of Companies, Maharashtra granted fresh Certificate of Incorporation dated 31 March 2006 accordingly.
- ii) The name of Kalpataru Landmarks Private Ltd., was further changed to its present name viz "Ananta Landmarks Private Ltd.", and consequent on change of name, the Office of Registrar of Companies, Maharashtra, granted fresh Certificate of Incorporation dated 29 December 2008 accordingly.
- 3.7 By a Memorandum of Understanding dated 25 August 2010 ("the said MOU"), made and entered into between the said Company and Ananta, the said Company agreed to sell, transfer and convey to Ananta, the remainder of the said Entire Land (including the land already given for development with covenant for ultimate transfer thereof to Ananta under the said Development Agreement), together with all the existing factory buildings and other structures standing thereon, at or for the price and upon the terms and conditions recorded therein.
- 3.8 In response to public notices, issued in 'The Economic Times' on 9 November 2010 and in 'Lokmat' on 10 November 2010, some unsubstantiated and invalid objections were received, *inter alia*, from persons claiming to be the alleged legal heirs and/or legal representatives of some of the erstwhile landholders, whose lands were acquired by the Government and/or were purchased by the said Company prior to 1970 as set out hereinabove. The said some unsubstantiated and invalid objections received were adequately dealt with/responded.
- 3.9 In pursuance of the said MOU, the said Company as Obligor executed Declaration-Cum-Indemnity-cum-Undertaking dated 1 February 2011 ("said Indemnity") in favour of Ananta as Oblige, on certain terms and conditions as mentioned therein.
- 3.10 By a Deed of Transfer and Conveyance dated 11 February 2011 (hereinafter referred to as the "said Conveyance Deed"), registered with the Sub-Registrar of Assurances, Thane-I under Sr.No.TNN-1-839/2011 on 11 February 2011 made and entered into between the said Company (as Transferor) and Ananta (as Transferee), the said Company thereby sold, transferred, conveyed and assured unto Ananta the said Entire Land, against payment of the entire consideration and on the terms and conditions and covenants therein contained. Pursuant to the said Conveyance Deed, Ananta became the Owner of the said Entire Land.

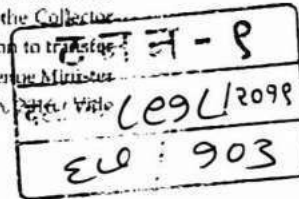


- 3.11 The said Company also executed a registered Power of Attorney in favour of director and nominee of Ananta, *inter alia*, authorizing them to do certain acts, deeds, matters and things in respect of the said Entire Land
- 3.12 From the said Entire Land, Ananta is proposing to develop land bearing Survey Nos. 113/1P, 113/2B, 113/3P, 113/4, 113/5, 113/6, 113/7, 113/8, 113/9/2, 113/10, 113/11, 113/12P, 113/13, 113/14, 113/16A, 113/16B, 113/17A, 113/19B/1, 114/1B, 114/2B, 114/3, 114/4, 114/5, 114/6, 114/7, 114/8, 114/9A, 114/10A, 114/10C, 115/4/2, 115/5, 115/6, 115/7/2, 115/8/2, 115/9, 115/10/2, 115/11, 115/12, 115/13, 115/14, 115/15 at Village Majiwade, Thane, and Land bearing Survey Nos. 212/1, 212/2A, 212/3A, 212/4A, 213/1A, 229/1/2A, 229/2/2 at Village Balkum, Thane, aggregating to 33,730 sq. metres, referred to as the "said Land" herein and more particularly described in the Schedule hereunder written.

#### 4. STATUS OF PENDING LITIGATION

- 4.1 The said Company has filed a Civil Writ Petition bearing W.P. No. 971 of 2005, in the Bombay High Court against the State of Maharashtra & Ors. The said W.P. is filed against the Order of SDO, Thane dated 5 February 2005 and the Demand Notice dated 15 February 2005 issued by the Tahasildar, Thane for alleged contravention of the terms of grant in respect of certain survey numbers of the said land. By Order dated 14 July 2005, interim reliefs in terms of prayer clause (d) of the said Writ Petition is granted. The petition is admitted and is to be listed for further hearing in due course.
- 4.2 Ananta has filed RTS Appeal No. 10 of 2012 before the Additional Collector (Appeals) Thane, against the State of Maharashtra & Ors. The said Appeal is filed against the Order dated 5 February 2005 passed by the Ld. Sub-Divisional Officer Thane and the Demand Notice dated 15 February 2005 issued by the Tahasildar, Thane for demand and penalty, for alleged contravention of the terms of grant in respect of certain survey numbers of the said Land and also against the certification of Mutation Entry No. 2401. Pursuant to Order dated 14 July 2005 passed in W.P. 971 of 2005, the said Appeal is sine die adjourned by Order dated 10 March 2015. No adverse orders are passed in the matter.
- 4.3 Ananta has filed Revision Application No. RTS/2716/Case No. 87/1-4 of 2016 before the Revenue Ministry, against the Collector, Thane, against the Order dated 29 February 2016 passed by the Collector Thane, wherein the Collector has demanded differential amounts of unearned income in relation to transfer of said Acquired Land and the said Sanad Land. The Hon'ble Revenue Minister has granted stay in favour of Ananta vide Order dated 9<sup>th</sup> March 2016.

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Order dated 12<sup>th</sup> July, 2017, the Hon'ble Revenue Minister has transferred the matter to Additional Commissioner, Konkan Division for hearing and disposal as per provisions of the Maharashtra Land Revenue Code, 1966 and has also been pleased to continue the aforesaid stay. Matter is pending before Additional Commissioner, Konkan Division and will be listed in due course.

**5. SRO SEARCH**

5.1 Mrs. G.F. Sunawala issued her search report updated till 2011 based on which Federal & Rashmukant (Advocates & Solicitors), issued their Title Report dated 17 February 2011

5.2 Mr. Vivek Bhandare, the search clerk, issued search report dated 9 June 2017 in respect of search conducted by him over the said Entire Land from 2011-June 2017 at Sub-Registrar Offices of Thane vide Search Receipts dated (1) 31 May 2017 bearing Sr. No. 7808, 8476, 7796 for land contained in village Majiwade & (2) 2 June 2017 bearing Sr. No. 7897, 7899, 7894 for land contained in village Balkum, and found the following entries:

- 2011 Doc No 839/2011 Thane -1 being Conveyance Deed executed between Clariant Chemical India Ltd. (Through Director Peter Palm) & Others and Ananta Landmark Pvt. Ltd. (Through Suhas Ratilal Merchant) - Execution date: 1 February 2011 & Registration date: 1 February 2011.
- 2011 Doc No 840/2011 Thane -1 Agreement for Duplicate of Conveyance Deed - executed between Clariant Chemical India Ltd. (Through Director Peter Palm) & Others and Ananta Landmark Pvt. Ltd. (Through Suhas Ratilal Merchant) - Execution date: 1 February 2011 & Registration date: 1 February 2011.

**6. REVENUE SEARCH**

6.1 Pursuant to the Ananta's instruction, we have obtained the 7-12 extracts dated 27 June 2017 for the land located in Majiwade village. On scrutiny, thereof we have observed that except the survey nos. 113/1, 113/3, 113/6, 113/11 and 113/12, all other survey numbers of the said Land are in the name of Ananta. About the aforesaid survey Nos. we have been informed that Ananta has already taken necessary steps to get the same mutated in its name.

Pursuant to the Ananta's instruction, we have also obtained the 7-12 extracts dated 27 June 2017 for the land located in Balkum village. On scrutiny, we have observed that all the survey numbers thereunder are in the name of Ananta.

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7. **ROC SEARCH**

We have conducted search of the registered charges created by Ananta through the MCA website vide SRN U15060650 dated 21 June 2017 and observed that an Indenture of Mortgage dated 24 April 2017 registered before the Sub-Registrar of Assurances at Thane-9 under Sr. No. 2732/2017 is executed by Ananta in favour of Kotak Mahindra Investments Ltd. in respect of survey numbers as mentioned therein.

8. Ananta has informed us that Ananta has created a further Mortgage with Vistra ITCL (India) Ltd, and provided a copy thereof to us. On Scrutiny of the same it is observed that a Debenture Trust Deed dated 23 June 2017 registered before the Sub-Registrar of Assurances at Thane -5 under Sr.No.7889/2017, is executed by Ananta (as Issuer) in favour of Vistra ITCL (India)Ltd (formerly known as IL&FS Trust Company Ltd (as Debenture Trustee) in respect survey numbers as mentioned therein. The survey numbers mentioned therein are Pari Pasku mortgaged with Kotak Mahindra Investments Ltd and Vistra ITCL (India) Ltd.

9. **OPINION**

Based on the aforementioned documents perused by us and the search conducted by us, we are of the opinion that Ananta Landmarks Private Ltd has a valid, clear right, marketable title and interest as owner to the said Land, subject to the details of dues, litigations, mortgage/charge as mentioned hereinabove.

Yours truly,  
  
For Shiju P.V.,  
Partner  
INDIALAW LLP

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**SCHEDULE ABOVE REFERRED TO  
(SAID LAND)**

ALL THOSE pieces or parcels of non-agricultural land or ground situate at Village Majiwade and Balkum in aggregate admeasuring approximately 33,730 Sq. Metres or thereabouts bearing following Survey Nos.:

**VILLAGE MAJIWADE:**

S.NO 113/1P, 113/2B, 113/3P, 113/4, 113/5, 113/6, 113/7, 113/8, 113/9/2, 113/10, 113/11, 113/12P, 113/13, 113/14, 113/16A, 113/16B, 113/17A, 113/19B/1, 114/1B, 114/2B, 114/3, 114/4, 114/5, 114/6, 114/7, 114/8, 114/9A, 114/10A, 114/10C, 115/4/2, 115/5, 115/6, 115/7/2, 115/8/2, 115/9, 115/10/2, 115/11, 115/12, 115/13, 115/14, 115/15 AT VILLAGE MAJIWADE, THANE.

**VILLAGE BALKUM:**

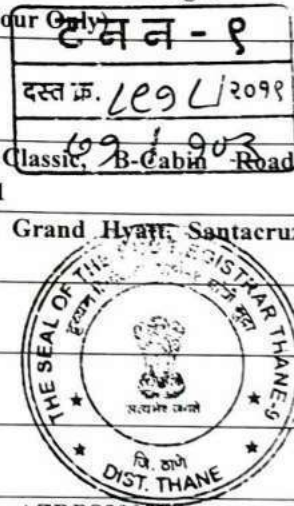
S.NO 212/1, 212/2A, 212/3A, 212/4A, 213/1A, 229/1/2A, 229/2/2 AT VILLAGE BALKUM, THANE.

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७० / १०३



Annexure 'II'  
APARTMENT AND ALLOTTEE/S DETAILS

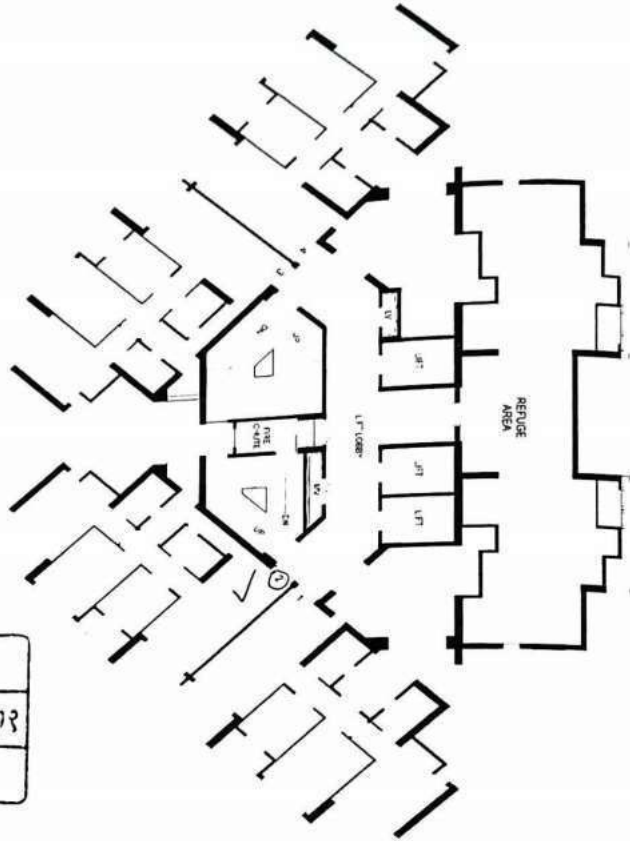
Sr.		Particular															
(1).	Whole Project	"KALPATARU PARAMOUNT"															
(2).	Project	Wing/Building 'ASTER' and 'Paramount A' as per Maharashtra RERA Registration No.P51700004031.															
(3).	Apartment	Apartment bearing No. 42, on 4 <sup>th</sup> habitable Floor of the Project, admeasuring about;															
		<table border="1"> <thead> <tr> <th>Carpet Area (RERA) of Apartment</th> <th>Square Meters</th> <th>Square Feet</th> </tr> </thead> <tbody> <tr> <td>56.84</td> <td></td> <td>612</td> </tr> <tr> <td>Balcony (open) area attached to the Apartment</td> <td>NA</td> <td>NA</td> </tr> <tr> <td>Enclosed balcony area attached to the Apartment</td> <td>3.37</td> <td>36</td> </tr> <tr> <td>Utility balcony attached to the Apartment</td> <td>1.89</td> <td>20</td> </tr> </tbody> </table>	Carpet Area (RERA) of Apartment	Square Meters	Square Feet	56.84		612	Balcony (open) area attached to the Apartment	NA	NA	Enclosed balcony area attached to the Apartment	3.37	36	Utility balcony attached to the Apartment	1.89	20
Carpet Area (RERA) of Apartment	Square Meters	Square Feet															
56.84		612															
Balcony (open) area attached to the Apartment	NA	NA															
Enclosed balcony area attached to the Apartment	3.37	36															
Utility balcony attached to the Apartment	1.89	20															
(4).	Parking Space/s	01 (One) vehicle parking spaces in the Project															
(5).	Purchase Price	Rs.10,408,244/- (Rupees One Crore Four Lakh Eight Thousand Two Hundred Forty Four Only)															
(6).	Date of Offer of Possession of the Apartment	On or before 31 <sup>st</sup> March,2022															
(7).	Postal address of the Allottee/s	304, Brentwood, Panvelkar Ambernath (East), Thane-421501															
(8).	Postal address of the Promoter	101, Kalpataru Synergy, Opp. Grand Hyatt, Santacruz (East), Mumbai - 400 055															
(9).	E-mail address of the Allottee/s.	shivprasadsalian@hotmail.com															
(10).	E-mail address of the Promoter.	crmparamount@kalpataru.com															
(11).	Permanent Account Numbers of the Promoter	AABCK6989Q															
(12).	Permanent Account Numbers of the Allottee/s	Mr. Shivprasad Somnath Salian- AZDPS8908B Mrs. Nishitha Shivprasad Karkera Salian - BENPK3262E															



Annexure 'I-1'  
FLOOR PLAN

For Ananta Landmarks Pvt Ltd.  
Mandavia JS  
Director/ Authorised Signatory

TOWER 1  
REFUGE FLOOR PLAN  
4TH, 8TH, 18TH & 23RD FLOOR



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Not to Scale

Apartment No. 42 on 4<sup>th</sup> habitable floor of Tower 1 of the wing/building - (ASTER)

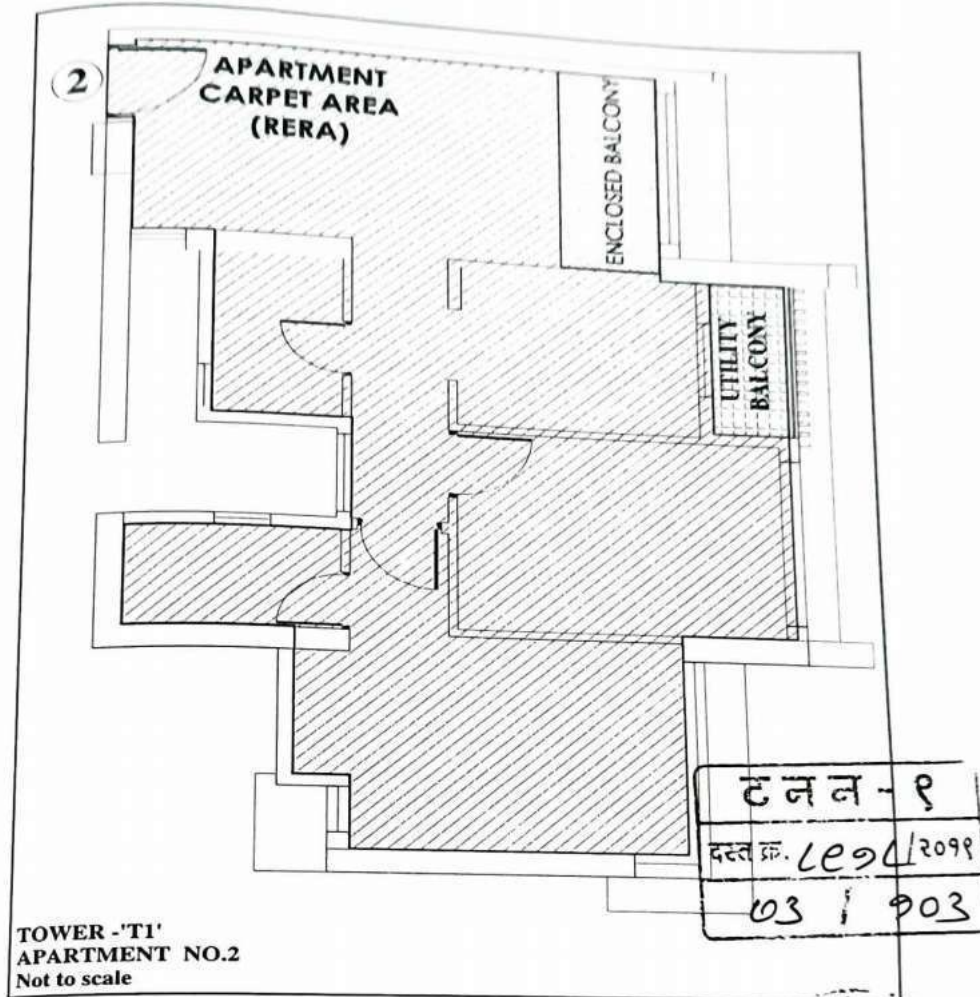
Handwritten signatures and initials at the bottom of the page.

Annexure 'I-2'  
APARTMENT PLAN DEPICTING VARIOUS AREAS

For Ananta Landmarks Pvt Ltd.

*Mandana P S*

Director/ Authorised Signatory



Not to Scale

Apartment No. 42 on 4<sup>th</sup> habitable floor of Tower 1 of the wing/building



*[Handwritten signature]*

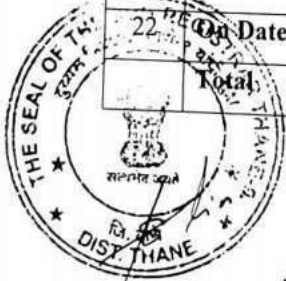
*[Handwritten signature]*  
Nishikant

Annexure 'J'  
**PAYMENT SCHEDULE**

The Purchase Price of Rs.10,408,244/- (Rupees One Crore Four Lakh Eight Thousand Two Hundred Forty Four Only) payable by the Allottee/s in instalments against the following milestones:

Sr.	Time for Payment	Amount
1	Part Booking Amount	Rs.520,412/-
2	Balance Booking Amount	Rs.520,412/-
3	On or before 22.05.2019	Rs.39,55,133/-
4	On Completion of 4th Slab	Rs.286,227/-
5	On Completion of 8th Slab	Rs.286,227/-
6	On Completion of 12th Slab	Rs.286,227/-
7	On Completion of 16th Slab	Rs.286,227/-
8	On Completion of 20th Slab	Rs.286,227/-
9	On Completion of 24th Slab	Rs.286,227/-
10	On Completion of 26th Slab	Rs.286,227/-
11	On Completion of Top Slab	Rs.286,227/-
12	On Completion of Brick Work	Rs.520,412/-
13	On Completion of Internal. Plaster & Lift Well	Rs.520,412/-
14	On Completion of Floor in Flats, External Plaster & Terrace Water proofing	Rs.520,412/-
15	On Completion of Lift Installation, Electrical fittings and paving	Rs.520,412/-
16	On Completion of Entrance Lobby & Pump	Rs.520,412/-
17	On	Rs. /-
18	On	Rs. /-
19	On	Rs. /-
20	On	Rs. /-
21	On	Rs. /-
22	On Date of Offer of Possession	Rs.520,411/-
<b>Total</b>		<b>Rs.10,408,244/-</b>

17	On	Rs. /-
18	On	Rs. /-
19	On	Rs. /-
20	On	Rs. /-



*Handwritten signature*

*Handwritten signature*

Annexure 'K'

APARTMENT AMENITIES - 2 BHK Premium

**APARTMENT AMENITIES**

- Marble flooring in living and dining room
- Vitrified tile flooring in bedrooms
- Tile flooring in utility area
- Tile flooring in balcony (wherever applicable)
- Internal walls with paint finish
- Laminate finish main door and paint finish internal doors
- Aluminium sliding windows
- Video door phone with intercom system

**KITCHEN AMENITIES**

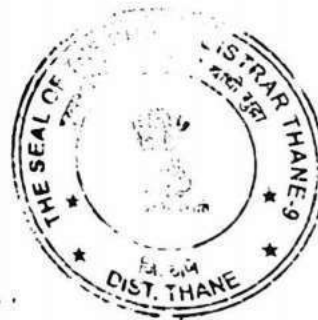
- Vitrified tiles flooring
- Granite platform with stainless steel sink and drain board
- Additional service granite platform
- Tile dado above platform
- Exhaust fan
- Equipped with CNG/LPG leak detector and heat/smoke detector

**BATHROOM AMENITIES**

- Skid resistant tile flooring in toilets
- Tile dado up to door height.
- Storage water heater
- Sanitary & CP fittings.
- Exhaust fan
- False ceiling in toilets



एनन - ९
सं. १९९८/२०१९
०५ / १०३



Mishra

DATED THIS 03<sup>rd</sup> DAY OF JULY 2019

BETWEEN

**ANANTA LANDMARKS PRIVATE LIMITED**

Registered Office:

Kalpataru Synergy, Opposite Grand Hyatt, Santacruz  
(East), Mumbai 400 055.

..... the PROMOTER

AND

Mr. Shivprasad Somnath Salian  
Mrs. Nishitha Shivprasad Karkera Salian

..... the ALLOTTEES

**AGREEMENT FOR SALE**

दलन-१  
०६ १०३



In respect of Apartment No. 42 on the 4<sup>th</sup> habitable floor along with earmarking of 01 (One) Parking Space/s in the Project 'ASTER'

11:54 AM

Thursday, June 20, 2019

पावती

Original/Duplicate  
नोंदणी क्र.: 39म  
Regn.: 39M

मावाचे नाव: कोलेकल्याण  
वस्तऐवजाचा अनुक्रमांक: ववर 1-6444-2019  
वस्तऐवजाचा प्रकार: कुलमुखस्थारपत्र  
सावर करणाऱ्याचे नाव: अनंता सैनहमार्गीत प्रा एी तर्फे ओपो तिरोट्टी पंकज मंडविया -

पावती क्र.: 7267 दिनांक: 20/06/2019

नोंदणी फी ₹. 100.00  
वस्त ह्याताळणी फी ₹. 400.00  
पृष्ठांची संख्या: 20  
एकूण: ₹. 500.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे  
12:21 PM ह्या वेळेस मिळेल.

बाजार मूल्य: ₹. 1/-  
मोबदला ₹. 0/-  
भरलेले मुद्रांक शुल्क : ₹. 500/-

दुय्यमनिबंधन, अक्षरी-1  
सह. दुय्यम निबंधन, अक्षरी-१,  
मुंबई उपनगर जिल्हा

1) देयकाचा प्रकार: eChallan रकम: ₹. 100/-  
डीडी/घनादेश/पे ऑर्डर क्रमांक: MH002894139201920E दिनांक: 20/06/2019  
बँकेचे नाव व पत्ता:  
2) देयकाचा प्रकार: DHC रकम: ₹. 400/-  
डीडी/घनादेश/पे ऑर्डर क्रमांक: 2006201900207 दिनांक: 20/06/2019  
बँकेचे नाव व पत्ता:

Mandavia JS

REGISTERED ORIGINAL DOCUMENT  
DELIVERED ON.....

टनन-९  
दस्त क्र ८९८/२०१९  
८९८/२०१९







CHALLAN  
MTR Form Number-6

Date 19/06/2019-17:37:49 Form ID 252

GRN	MH002894139201920E	BARCODE	Payer Details	
Department	Inspector General Of Registration	TAX ID (if Any)		
Type of Payment	Stamp Duty Registration Fee	PAN No.(if Applicable)		
Office Name	BDR1_JT SUB REGISTRAR ANDHERI NO 1	Full Name	Ananta Landmarks Pvt Ltd	
Location	MUMBAI	Flat/Block No.		
Year	2019-2020 One Time	Premises/Building	Sanacruz East	
Account Head Details		Amount In Rs.	Road/Street	
0030045501	Stamp Duty	500.00	Area/Locality	Mumbai
0030063301	Registration Fee	100.00	Town/City/District	
			PIN	4 0 0 0
			Remarks (if Any)	SecondPartyName=Omprakash Mehla And Ors-
			Amount In	Six Hundred Rupees Only
		600.00	Words	
Total			FOR USE IN RECEIVING BANK	
Payment Details		IDBI BANK	Bank CIN	Ref. No. 69103332019061915406 219900684
Cheque/DD Details			Bank Date	RBI Date 19/06/2019-17:38:16 Not Verified with
Cheque/DD No. 1294/2019			Bank-Branch	IDBI BANK
Name of Bank 100 903			Scroll No. , Date	
Name of Branch			Not Verified with	

Department ID :  
NOTE:- This challan is valid for payment to be registered in Sub Registrar office only. Not valid for unregistered documents.  
सदर चालान केवल दस्तावेज निकाश के कार्यालयत नोंदणी करावयाच्या दस्तावेजां लागू आहे. नोंदणी के कार्यालयाच्या दस्तावेजां साठीच घालणी लाई.



Print Date 19-06-2019 17:38:16  
903



टनन-९  
दस्तावेज ८९८/२०१९  
६६: १०३



७४५ २ ९८

लनन - ९  
 २०१९/२०१९  
 १० १०३

POWER OF ATTORNEY



TO ALL TO WHOM THESE PRESENTS SHALL COME, We, Pankaj Mandavia, Ajit Kathariya and Mehernosh Billimoria (Authorized Representatives, Landmarks Private Limited, having its registered office at 101, Kalpataru Synergy, Opp. Grand Hyatt, Santacruz (E), Mumbai-400055, SEND GREETINGS:-

WHEREAS:-

Pursuant to the Resolution passed by Company, Ananta Landmarks Private Limited, having its registered office at 101, Kalpataru Synergy, Opp. Grand Hyatt, Santacruz (E), Mumbai-400055 ("the Company") in its meeting held on 10<sup>th</sup> June, 2019, (hereinafter referred to as "the said Resolution"), We, Pankaj Mandavia, Ajit Kathariya and Mehernosh Billimoria, are severally ~~authorized on behalf of the Company to deal, negotiate, finalize, sign and execute, on behalf of the Company~~ power(s) of attorney, letter(s) of allotment, agreement(s) for sale, deed(s) of rectification, deed(s) of cancellation, deed(s) of modification or any other such agreement(s), deed(s), document(s), instrument(s) and other writing(s) required in respect of sale, rectification, cancellation, modification and other documents (hereinafter collectively referred to as "Documents") in respect of flat(s), shop(s), apartment(s), open space(s) and car parking space(s) (hereinafter referred to as "the

1

Apartment(s) in respect of Project named "Paramount" developed by the Company situate at Village Balkum & Majiwade, District Thane- 400608, (hereinafter collectively be referred to as the "Project"), including but not limited to memorandum(s) of understanding or tripartite agreement(s) and other documents required to be entered into, by and among the Company, the purchaser(s) / allottee(s) of respective Apartment(s) and the Lender(s) of such purchaser(s) / allottee(s) ('Lender(s)'). In respect of any scheme, including subvention scheme or otherwise, offered by the said Lender(s), and to issue no objection certificate(s) for mortgage of any Apartment(s) under the said Project in favour of the said Lender(s), no objection letter(s) for the re-sale and/or leave and license of any Apartment(s) under the said Project and to do all such other acts, deeds, matters and thing necessary, as the case may be, which may be required, more particularly set out in the said Resolution. Annexed hereto as Annexure "I" is a copy of the said Resolution dated 10<sup>th</sup> June, 2019.

B. By virtue of Clause 3 of the said Resolution dated 10<sup>th</sup> June, 2019, We are further severally authorized to nominate and appoint suitable person(s) to appear for us, on our behalf and in our names, before the concerned Registrar/Sub-Registrar of Assurances having jurisdiction and to present for registration and admit execution of the Agreement(s) for Sale, deed(s) of rectification, deed(s) of cancellation and/or deed(s) of modification in respect of the Apartment(s) in the Project executed by us and to do all such acts, deeds, matters and things necessary for effectively registering and admitting the execution of the documents for the sale, rectification, cancellation and modification as the case may be.

NOW KNOW YE ALL THESE PRESENT WITNESSETH THAT, We, the said Pankaj Mandavia, Ajit Kathariya and Mehernosh Billimoria do hereby nominate, constitute and appoint Mr. Omprakash Mehta, Mr. Yogesh Bandekar, Mr. Praful Kanojia, Mr. Hitesh Srivastav, Mr. Gautam Malvankar, Mr. Deepak Kundu, Mr. Arun Mohite, Ms. Pratima Gautam and Ms. Reshma Advani each of them (hereinafter collectively referred to

as "Attorneys") to be our true and lawful Attorneys for us in our names and on our behalf, to severally do all or any of the following acts, deeds, matters and things and to exercise any of the Powers and Authorities hereby conferred, that is to say:













हस्ताक्षर
दिनांक 10/06/2019
19/903

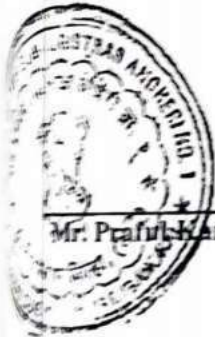
to appear for us, on our behalf and in our names, before the concerned Registrar/Sub-Registrar of Assurances having jurisdiction and to present for registration and admit execution of the documents executed by us for and on behalf of the Company in respect of and relating to the Project "Paramount", and to do all acts, deeds, matters and things necessary for effectively registering and receiving back the sale, rectification, cancellation, modification and all other documents as the case may be



2  
 19/903




















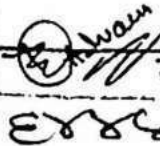

NAME	PHOTOGRAPH	SIGNATURE	LEFT HAND THUMB IMPRESSION
Mr. Pankaj Mandavia		Mandavia P	
Mr. Ajit Kathariya		Ajit Kathariya	
Mr. Mehernosh Billimoria		Mehernosh Billimoria	
Mr. Omprakash Mehta		Omprakash Mehta	
Mr. Yogesh Bandekar		Yogesh Bandekar	
Mr. Praful Khanojia		Praful Khanojia	



25/11/2019  
 1091/2019  
 63/903



62 92

Mr. Hitesh Srivastav			
Mr. Gautam Malvankar			
Mr. Deepak Kundu			
Mr. Arun Mohite			
Ms. Reshuma Gautam 			
Ms. Reshuma Advait 			

टिप - ९  
 दस्तावेज १९८/२०१९  
 १४/१०३



2024 - 9
2024/2024
14 / 908



2024	2	76
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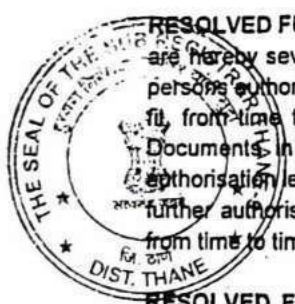
# ANANTA LANDMARKS

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF ANANTA LANDMARKS PRIVATE LIMITED HELD ON MONDAY, 10<sup>TH</sup> JUNE, 2019 AT THE REGISTERED OFFICE OF THE COMPANY AT 101, KALPATARU SYNERGY, OPP. GRAND HYATT, SANTACRUZ (EAST), MUMBAI - 400 055

## GRANT OF AUTHORITY - PROJECT 'PARAMOUNT':

"RESOLVED THAT in supersession to all earlier resolution(s) passed in this regard (without prejudice to any actions undertaken pursuant thereto) Shri Narendra Kumar Lodha and Shri Anuj A. Munot, Directors of the Company, (hereinafter referred to as 'Directors') or Shri Gobind Wadhvani or Shri Pankaj Mandavia or Shri Ajit Kathariya or Shri Mehernosh Billimoria, Authorized Representatives of the Company, (hereinafter Directors and Authorised Representatives collectively be referred to as 'Authorized Signatories') be and are hereby severally authorized to deal, negotiate, finalize, sign and execute, on behalf of the Company, power(s) of attorney, letter(s) of allotment, agreement(s) for sale, deed(s) of rectification, deed(s) of cancellation, deed(s) of modification, or any other such agreement(s), deed(s), document(s), instrument(s) and other writing(s) required in respect of sale, rectification, cancellation and modification (hereinafter collectively referred to as 'Documents') of flat(s), shop(s), apartment(s), open space(s) and car parking space(s) (hereinafter collectively referred to as 'Apartment(s)') in respect of Project "Paramount" situated at Thane, being developed by the Company (hereinafter referred to as "the Project"), including but not limited to memorandum(s) of understanding or tripartite agreement(s) and all other Documents required to be entered into, by and amongst the Company, the purchaser(s) / allottee(s) of respective Apartment(s) and/or the Lender(s) of such purchaser(s) / allottee(s) ('Lender(s)'), in respect of any scheme, including subvention scheme or otherwise, offered by the said Lender(s) and to issue no objection certificate(s) for mortgage of any Apartment(s) under the said Project in favour of the said Lender(s), no objection letter(s) for the re-sale and/or leave and license of any Apartment(s) under the said Project and to do all such other acts, deeds, matters and things necessary, expedient and desirable in this regard from time to time.

ट न न  
दस्तावेज  
13/06/19



RESOLVED FURTHER THAT Shri Narendra Kumar Lodha, Director of the Company, be and are hereby severally authorised to nominate and appoint suitable person(s) (other than the persons authorised herein above) (hereinafter referred to as 'Delegate(s)'), as he may deem fit, from time to time, to deal, negotiate, finalize, sign and execute any of the aforesaid Documents in respect of the Project, for and on behalf of the Company, by issuing authorisation letter/deed/Power of Attorney in this regard in favour of the said Delegate(s) and further authorised to amend and/or revoke the aforesaid authorisation, as may be required, from time to time, in the best interest of the Company.

RESOLVED FURTHER THAT the Authorized Signatories/Delegate(s) be and are hereby severally authorized to appear or nominate and appoint suitable person(s), for and on behalf of the Company, by way of issuing the power of attorney in favour of any person(s), as they deem fit in the interest of the Company, to appear on their behalf and in their names before the concerned Registrar/Sub-Registrar of Assurances having jurisdiction, and to present for registration and admit the execution thereof, of any of the above mentioned Documents and for effectively registering and receiving back any of the said Documents and to do all such acts, deeds, matters and things in this regard.

ANANTA LANDMARKS PRIVATE LIMITED  
CIN No : U45201MH2002PTC134396  
101, Kalpataru Synergy, Opp. Grand Hyatt, Santacruz (E), Mumbai 400 055, India.  
Tel +91 22 3064 5000 · Fax +91 22 3064 3111

Page 1 of 2  
2019

RESOLVED FURTHER THAT a certified true copy of this resolution, duly signed by any one of the Directors of the Company or the Company Secretary of the Company, be furnished to the person(s) / authority(ies) requiring the same and they be requested to act/rely thereupon."

*Chirag Shah*  
CHIRAG SHAH  
COMPANY SECRETARY  
M. NO. A32465

Date: 13<sup>TH</sup> JUNE, 2019

KLC/CS/ADS/AS/2069



टनन-९  
दस्त क्र. (९९८/२०१९)  
८६/१०३



Page 2 of 2

90 92



**FORM D (See Rule 6) Form B - 0788170598**  
**नमूना ड (नियम ६ पहा)**  
**MAHARASHTRA SHOPS AND ESTABLISHMENTS ACT 1948**  
**महाराष्ट्र दुकाने व आस्थापना अधिनियम, १९४८**  
**Registration Certificate of Establishment**  
**आस्थापनेचे नोंदणीप्रमाणपत्र**

1. Registration No. : HE005536 / COMMERCIAL II Ward HE  
 नोंदणी क्रमांक
2. Name of the Establishment : ANANTA LANDMARKS PRIVATE LIMITED  
 आस्थापनेचे नाव
3. Name of the Employer : MR. SUHAS MERCHANT, MR. NARENDRA LODHA  
 मासकरचे नाव
4. Nature of Business : OFFICE FOR CONSTRUCTION ACTIVITY  
 व्यवसायाचे स्वरूप
5. Postal Address of the Establishment : \*, 101 KALPATARU SYNERGY BLDG OPP GRAND HYA, VAKOLA  
 आस्थापनेचा डाकेचा पत्ता  
 SANTACRUZ EAST, \*, \*  
 MUMBAI, 400055,  
 Maharashtra, India.
6. Previous Registration Certificate No. :  
 पूर्वीचा नोंदणी प्रमाणपत्र क्रमांक

नमूना - ९  
 ८९९८/२०१९  
 ८८१९०३

Office of the inspector Under Maharashtra Shops and Establishment Act, 1948  
 महाराष्ट्र दुकाने व आस्थापना अधिनियम, १९४८ अन्वये  
 नोंदणीकर्मचे कार्यालय

It is hereby Certified that the above establishment has been registered as a  
**COMMERCIAL II** Under the Maharashtra Shops and Establishments Act, 1948  
 this 22 day of March, 2007.

याद्वारे प्रमाणित करण्यात येते की, उपरोक्त महाराष्ट्र दुकाने व आस्थापना अधिनियम, १९४८ अन्वये **COMMERCIAL II** म्हणून  
 This is merely a registration certificate and not license and it does not by itself bestow any legality on the structure or confer any right on the employer to fix the date and time of existence of the ~~business~~ establishment in which this shop/ establishment is located.

दि. 22 March, 2007 रोजी नोंदण्यात आली आहे.  
 Sd/-  
 Inspector under the Maharashtra Shops and Establishments Act, 1948.

Registration of change of information shown above, if Any  
 वर दर्शविलेल्या माहितीत काही बदल झाला असेल त्याची नोंदणी

**Renewal of Registration नोंदणीचे नवनीकरण**

Year वर्ष	Receipt No. and Date पावले क्रमांक व दिनांक	Description विवरण	Fee Paid भरलेले शुल्क	No of Empl कामगारांची संख्या	Sign of the Inspector under the M.S&E Act, 1948 म.दु.व.आ.अधिनियम १९४८ अंतर्गत निरीक्षकाची सही
2017-2017	710124452 - 28.01.2017	Fee Late Fee Diff Fee	120.00 60.00 0.00	0	

User Id : HE-08-CRE-08 Date : 28.01.2017 Time : 12:23:01  
 Validity of R.C. is till 31.12.2017. PL Renew On or before 16.11.2017

Note: The authenticity of this certificate must be verified from our website.

टनल-९  
दस्तावेज LE 94/2098  
LE 1903



**आयकर विभाग**  
**INCOME TAX DEPARTMENT**  
**PRATIMA GAUTAM**  
**GIRIBHCHANDRA LAJARAM GAUTAM.**  
 17/06/1978  
 Permanent Account Number  
**APBPP6795H**  
*Pratima*  
 Signature

**भारत सरकार**  
**GOVT. OF INDIA**  
**आयकर विभाग**  
**INCOME TAX DEPARTMENT**  
**OMPRAKASH B. MISHRA**  
**BIHANWARLAL MISHRA**  
 25/08/1985  
 Permanent Account Number  
**AJRPMS078H**  
*B. Mishra*  
 Signature

**भारत सरकार**  
**GOVT. OF INDIA**

**आयकर विभाग**  
**INCOME TAX DEPARTMENT**  
**RISHMA ADVANI**  
**AMAR RAMCHAND MATTA**  
 08/08/1979  
 Permanent Account Number  
**AHYPM0085A**  
*Rishma*  
 Signature

**भारत सरकार**  
**GOVT. OF INDIA**  
**आयकर विभाग**  
**INCOME TAX DEPARTMENT**  
**GAUTAM GUSHIL MALVANKAR**  
**GUSHIL MALVANKAR**  
 18/02/1979  
 Permanent Account Number  
**AOZPM4695Q**  
*Gautam*  
 Signature

**भारत सरकार**  
**GOVT. OF INDIA**

**आयकर विभाग**  
**INCOME TAX DEPARTMENT**  
**HITESH KUMAR SRIVASTAV**  
**HIRALAL SRIVASTAV**  
 10/11/1986  
 Permanent Account Number  
**BTTPS1737D**  
*Hitesh K. Srivastav*  
 Signature

**भारत सरकार**  
**GOVT. OF INDIA**

**टलन - ९**  
 29/1/2019  
 20 903



**आयकर विभाग**  
**INCOME TAX DEPARTMENT**  
**YOGESH VITTHAL BANDEKAR**  
**VITTHAL TULSIDAS BANDEKAR**  
 03/09/1976  
 Permanent Account Number  
**APDPB4147H**  
*Yogesh Vitthal*  
 Signature



बदर - १  
 2888 92 9L

**आयकर विभाग**  
**INCOME TAX DEPARTMENT**  
**ARUN NAMDEV MOHITE**  
**NAMDEV NARAYAN MOHITE**  
 20/11/1984  
 Permanent Account Number  
**BIQPM3685Q**  
*Arun Namdev*  
 Signature



DIRECTOR OF INCOME TAX

REGISTRATION NO. 123456 / PERMANENT ACCOUNT NUMBER

AHDPK9611M

नाम NAME

DEEPAK SUBODH KUNDU

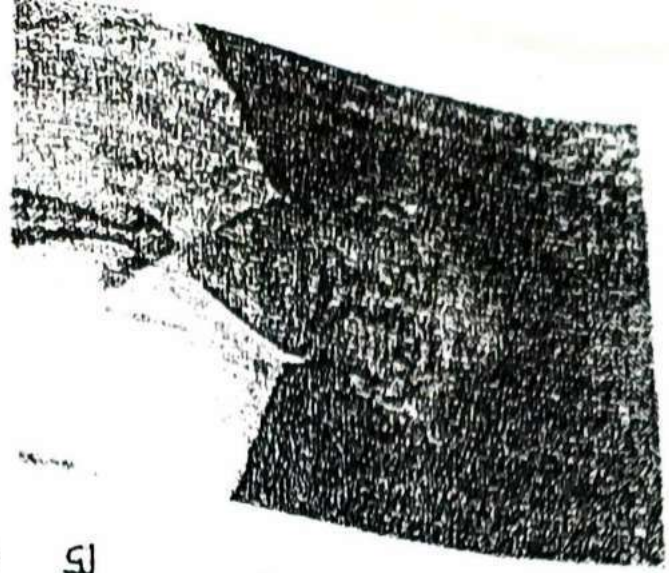
पिता का नाम / FATHER'S NAME

SUBODH CHANDRA KUNDU

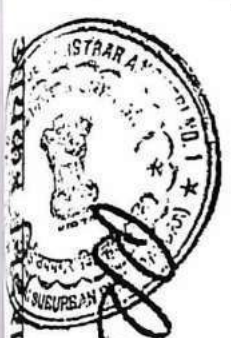
जन्म तिथि / DATE OF BIRTH

12-09-1973

हस्ताक्षर SIGNATURE



टनन - ९
दस्ता क्र/ ९०८/२०१९
९९/१०३



*Deepak Kundu*

96 93 94



PERMANENT ACCOUNT NUMBER  
AHKPK0841Q



नाम / NAME  
PRAFUL KUMAR RAMLAKHAN  
KANOGIA

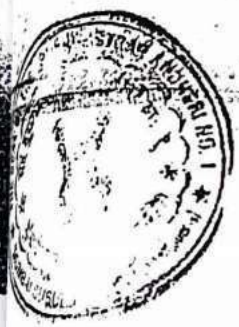
पिता का नाम / FATHER'S NAME  
RAMLAKHAN KANOGIA

जन्म तिथि / DATE OF BIRTH  
17-05-1976

SIGNATURE

*P. P. K.*

आयकर आयुक्त (कम्प्यूटर केन्द्र)  
Commissioner of Income-tax (Computer Operations)



ट न न - ९  
दस्तावेज - ८९८/२०१९  
९३/१०३

१४/१२  
२०१९



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Summary I (GoshwaraBhag-1)

दस्तावेज संख्या भाग-1

संख्या 1  
दस्तावेज संख्या: 6444/2019

मुद्रांकित  
गुरुवार, 20 जून 2019 11:55 म.पू.

दस्तावेज संख्या: वधर 1 /6444/2019

बाजार मूल्य: रु. 01/-

मौजबदा: रु. 00/-

भरतलये मुद्रांक शुल्क: रु. 500/-

प्राप्त दिनांक: 20/06/2019

प्राप्त: 7287

प्राप्तकर्ताचे नाव: अमता वेंकटमार्कण प्रा वी तर्फे: श्रेयो  
मिनिस्ट्री पब्लिशिंग मंडळिया -

दु. नि. मह. दु. नि. वधर 1 बांधे कार्यालयात

अ. क्र. 6444 वधर वि. 20-06-2019

रोजी 11:54 म.पू. वा. हजर केला.

रु. 100.00

मौजबी फी

रु. 400.00

दस्तावेज हाताळणी फी

पृष्ठांची संख्या: 20

एकूण: 500.00

ट न न  
te9c 2019  
er 903

सह. दुय्यम निबंधक, अतिरी क्र. 1

सह. दुय्यम निबंधक, अतिरी क्र. 1



दस्तावेज प्रेषित करून घ्यायचे

मुद्रांक शुल्क भरल्या तो प्रतिकर्तार्य देण्यात आलेला अमून@ त्यामुळे कोणतीही म्यावर मालमत्ता विकण्याचा प्राधिकार मिळत

अमेन तेंदु

दिनांक 1 20 / 06 / 2019 11 : 54 : 47 AM ची वेळ: (मादरीकरण)

दिनांक 2 20 / 06 / 2019 12 : 01 : 23 PM ची वेळ: (फी)

6888 96 96



टनल-१  
दस्तावेज ८९८/२०११  
१५/१०३





20/06/2019 12:32:40 PM

दस्त क्रमांक : वदर1/6444/2019

दस्ताचा प्रकार :- कुलमुखत्यारपत्र

दस्त योग्यता भाग-2

वदर 1

दस्त क्रमांक:6444/2019

अनु क्र. पत्रकाराचे नाव व पत्ता  
1 नाव:अनंता लॅनडमार्कम प्रा ली तर्फे ओथो मिश्रेटरी  
पंक्ज मंडविया -  
पत्ता:92, -, कल्पतरू सिनजी, सांताक्रूझ पूर्व,  
वाकोला, सांताक्रूझ(ईस्ट), MAHARASHTRA,  
MUMBAI, Non-Government.  
पॅन नंबर:

पत्रकाराचा प्रकार

कुलमुखत्यार देणार

वय :-61

स्वाक्षरी:-

*Mandavias*

छायाचित्र



अंगठ्याचा दस्त



2 नाव:अनंता लॅनडमार्कम प्रा ली तर्फे ओथो मिश्रेटरी  
अजित कृषारिया -  
पत्ता:प्लॉट नं: 92, माळा नं: -, इमारतीचे नाव:  
कल्पतरू सिनजी, ब्लॉक नं: सांताक्रूझ पूर्व, रोड नं:  
वाकोला, महाराष्ट्र, मुंबई.  
पॅन नंबर:

कुलमुखत्यार देणार

वय :-61

स्वाक्षरी:-

*Ajite*



3 नाव:अनंता लॅनडमार्कम प्रा ली तर्फे ओथो मिश्रेटरी  
महेशोबा विलीमोरिया -  
पत्ता:प्लॉट नं: 92, माळा नं: -, इमारतीचे नाव:  
कल्पतरू सिनजी, ब्लॉक नं: सांताक्रूझ पूर्व, रोड नं:  
वाकोला, महाराष्ट्र, मुंबई.  
पॅन नंबर:

कुलमुखत्यार देणार

वय :-56

स्वाक्षरी:-

*Mhollimol*



एल न 39  
दस्त क्रमांक 1692/2019  
६६/२०३

4 नाव:जोमप्रकाश महता -  
पत्ता:प्लॉट नं: 92, माळा नं: -, इमारतीचे नाव:  
कल्पतरू सिनजी, ब्लॉक नं: सांताक्रूझ पूर्व, रोड नं:  
वाकोला, महाराष्ट्र, मुंबई.  
पॅन नंबर:

पॉवर ऑफ अटॉर्नी

होल्डर

वय :-64

स्वाक्षरी:-

*Jomprakash*



5 नाव:योगेश बोदेकर  
पत्ता:प्लॉट नं: 92, माळा नं: -, इमारतीचे नाव:  
कल्पतरू सिनजी, ब्लॉक नं: सांताक्रूझ पूर्व, रोड नं:  
वाकोला, महाराष्ट्र, मुंबई.  
पॅन नंबर:

पॉवर ऑफ अटॉर्नी

होल्डर

वय :-43

स्वाक्षरी:-

*Yogesh*



6 नाव:शुक्र कनोजिया  
पत्ता:प्लॉट नं: 92, माळा नं: -, इमारतीचे नाव:  
कल्पतरू सिनजी, ब्लॉक नं: सांताक्रूझ पूर्व, रोड नं:  
वाकोला, महाराष्ट्र, मुंबई.  
पॅन नंबर:

पॉवर ऑफ अटॉर्नी

होल्डर

वय :-43

स्वाक्षरी:-

*Shukra*



7 नाव:विठ्ठल गोवाम्तव  
पत्ता:प्लॉट नं: 92, माळा नं: -, इमारतीचे नाव:  
कल्पतरू सिनजी, ब्लॉक नं: सांताक्रूझ पूर्व, रोड नं:  
वाकोला, महाराष्ट्र, मुंबई.  
पॅन नंबर:

पॉवर ऑफ अटॉर्नी

होल्डर

वय :-32

स्वाक्षरी:-

*Vithal Govamta*



8 नाव:गीतम मालवणकर  
पत्ता:प्लॉट नं: 92, माळा नं: -, इमारतीचे नाव:  
कल्पतरू सिनजी, ब्लॉक नं: सांताक्रूझ पूर्व, रोड नं:  
वाकोला, महाराष्ट्र, मुंबई.  
पॅन नंबर:

पॉवर ऑफ अटॉर्नी

होल्डर

वय :-37

स्वाक्षरी:-

*Gitam*



9 नाव:दीपक कुंडू  
पत्ता:प्लॉट नं: 92, माळा नं: -, इमारतीचे नाव:  
कल्पतरू सिनजी, ब्लॉक नं: सांताक्रूझ पूर्व, रोड नं:  
वाकोला, महाराष्ट्र, मुंबई.  
पॅन नंबर:

पॉवर ऑफ अटॉर्नी

होल्डर

वय :-45

स्वाक्षरी:-

*Deepak Kundi*



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2. Gel

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"कुलमुखत्यारधारकाचे घोषणापत्र"

उभयपक्षांनी मेल्ले वय 64 वर्षे.  
101 कल्पतरु सिमेंट रीमिंगरी (4) मु-55  
घोषित करतो की, दुय्यम निबंधक टेंग-4 यांचे  
या शिर्षकाचा दस्त नोंदणीसाठी सादर  
करावयात आला आहे. 22/8/19 रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या  
पं. मी सादर दस्त नोंदणीस सादर केला आहे/निष्पादित करून कबुलीजवाब  
आहे. सादर कुलमुखत्यारपत्र लिहून देणार यांनी रद्द केल्ले नाही किंवा  
कुलमुखत्यारपत्र लिहून देणार यांच्या पैकी कोणीही व्यक्ती मयत झालेले नाही  
आहे अन्य कोणत्याही कारणाने कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सादरचे  
कुलमुखत्यारपत्र पुर्णपणे वैध असून उपरोक्त कृती करण्यास मी पुर्णतः सक्षम  
आहे. सादर कथन चुकीचे आढळून आल्यास, नोंदणी  
आय 62 अन्वये शिक्षेस पात्र राहिल्याची मला जाणीव आहे.

आय 62 अन्वये शिक्षेस पात्र राहिल्याची मला जाणीव आहे.  
दस्त = 1092/2019  
EC / 903

दि. 5/7/2019

*[Signature]*

कुलमुखत्यारधारकाचे नाव व सहा





आयकर विभाग  
INCOME TAX DEPARTMENT  
ANANTA LANDMARKS PRIVATE  
LIMITED

भारत सरकार  
GOVT. OF INDIA

01/01/2002  
Permanent Account Number  
AABCK09880



दलन - ९  
दस्त. ८९८/२०९९  
९०० / ९०३

आयकर विभाग  
INCOME TAX DEPARTMENT  
ANANTA KARKERA  
ANANTA PUTHRAN  
Permanent Account Number  
AABCK09880



Mishra

*[Handwritten signature]*

336/8018  
दिनांक: 05 जुलै 2019 10:29 म.पु.  
दस्तावेज क्रमांक: टनन9 /8918/2019  
मालिक मूल्य: रु. 67,15,000/-  
भारतेने मूद्रांक शुल्क: रु. 7,29,000/-

दुय्यम गोंपवाग वाग-1

टनन9  
दस्तावेज क्रमांक: 8918/2019  
909/903

मोबयला रु. 1,04,08,244/-

दु. नि. संह. पु. नि. टनन9 यांचे कार्यालयाने  
म. क्र. 8918 पर दि.05-07-2019  
रोजी 10:27 म.पु. वा. हजर केला.

*[Signature]*

हजर हजर करणाऱ्याची सही:

गावकी 9646 गावकी दिनांक 05/07/2019  
मावकरणागारेचे वाग निवडणुकात मोपवाग मालिकाने --  
मोकली पी रु. 30000.00  
दुय्यम शायाळणी पी रु. 2060.00  
पुशाची संख्या 103  
एकूण 32060.00

Sub Registrar Thane 9  
दुय्यम निबंधक वर्ग २ ठाणे क्र. ९  
प्रस्तावा प्रकार: करारनामा

Sub Registrar Thane 9  
प्रमह दुय्यम निबंधक वर्ग २ ठाणे क्र. ९

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थानगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात  
सिद्धा क्र. 1 05 / 07 / 2019 10 : 27 : 26 AM ची वेळ: (सादरीकरण)  
सिद्धा क्र. 2 05 / 07 / 2019 10 : 28 : 55 AM ची वेळ: (फी)

प्रमाणित करण्यात येते की, सदर दस्तऐवजाम जोडलेली पूरक कागदपत्रे ही असत व खरी आहेत. तदपि खाटी / बनावट आदळून आल्यास को. 1968 चे कलम 82 अन्वये होणारे दस्तऐवज खराबदार राहू.

*[Signature]*  
लिहून देणार

*[Signature]*  
लिहून देणार

*[Signature]*







05/07/2019 10:56:41 AM

पुस्तक क्रमांक : टनन9/8918/2019  
पत्राचा प्रकार :- करारनामा

दस्तऐवज भाग-2

टनन9  
दस्तऐवज क्रमांक: 8918/2019  
903/903

- अनु क्र. पक्षकाराचे नाव व पत्ता
- 1 नाव: अनंता लॅन्डमार्क्स प्रा वी तर्फे पंचज मांडविया तर्फे  
मुखत्यार ओमप्रकाश मेहता - -  
पत्ता: प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 101  
कल्पतरू सिनर्जी सांताक्रुझ पूर्व वाकोला, कर्नाक नं: -  
रोड नं: -, महाराष्ट्र, मुंबई.  
पॅन नंबर: AABCK6989Q
  - 2 नाव: शिवप्रसाद सोमनाथ सालियन - -  
पत्ता: 304, -, ब्रेंटवूड, पनवेलकर क्लासिक, वी कॅम्पिन  
रोड, अंबरनाथ (पु), ठाणे, अंबरनाथ साउथ,  
MAHARASHTRA, THANE, Non-  
Government.  
पॅन नंबर: AZDPS8908B
  - 3 नाव: निशिया शिवप्रसाद करकेरा सालियन - -  
पत्ता: 304, -, ब्रेंटवूड, पनवेलकर क्लासिक, वी कॅम्पिन  
रोड, अंबरनाथ (पु), ठाणे, अंबरनाथ साउथ,  
MAHARASHTRA, THANE, Non-  
Government.  
पॅन नंबर: BENPK3262E

पक्षकाराचा प्रकार  
विहून घेणार  
वय :- 64  
स्वाक्षरी :-  
*[Signature]*

विहून घेणार  
वय :- 36  
स्वाक्षरी :-

विहून घेणार  
वय :- 32  
स्वाक्षरी :-



वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.  
शिक्का क्र.3 ची वेळ: 05 / 07 / 2019 10 : 56 : 13 AM

ओळख:-  
घातीन इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-याना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

- अनु क्र. पक्षकाराचे नाव व पत्ता
- 1 नाव: बाळू पाटोळे - -  
वय: 43  
पत्ता: शॉप नं 08, धीरज रिजन्सी, बोरीवली पूर्व  
पिन कोड: 400066
  - 2 नाव: विशाल यादव - -  
वय: 38  
पत्ता: शॉप नं 08, धीरज रिजन्सी, बोरीवली पूर्व  
पिन कोड: 400066

स्वाक्षरी  
*[Signature]*  
स्वाक्षरी  
*[Signature]*



शिक्का क्र.4 ची वेळ: 05 / 07 / 2019 10 : 56 : 18 AM

समाणित करण्यात येते की या दस्ता  
मध्ये एकूण पाने..... 903..... आहेत  
पुस्तक क्रमांक..... 9..... वर  
..... 1996..... कणांकावर नोंदला

Sub Registrar Thane 9

दुय्यम निबंधक वर्ग २ ठाणे क्र. ९

Sl: Epayment Number  
1 MH0032749942019

Defacement Number  
0001920427201920



५ सह दुय्यम निबंधक वर्ग २, ठाणे ९  
०५ मार्हे ०६ सन २०१९

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2 Get print immediately after registration.  
For feedback, please write to us at feedback.isanta@gmail.com

DATED THIS 03<sup>rd</sup> DAY OF JULY 2019

BETWEEN

ANANTA LANDMARKS PRIVATE LIMITED  
Registered Office: 101, Kalpataru Synergy,  
Opposite Grand Hyatt, Santacruz (East).  
Mumbai - 400 055.

\_\_\_\_\_ the PROMOTER

AND

Mr. / ~~Miss~~ / ~~Mrs~~ / ~~M/s~~ SHIVPRASAD SOMNATH SALIAN

MRS. NISHITHA KARKERA SALIAN

a Company / ~~Firm~~ / an Individual / s, having ~~his~~ / ~~her~~ / their

address at 304, BRENTWOOD, PANVELKAR CLASSIC,

2 CABIN ROAD, AMBERNATH EAST, THANE - 421501,

MAHARASHTRA, INDIA the ALLOTTEE/S

AGREEMENT FOR SALE

In respect of Apartment No. 42 on the 4<sup>th</sup> habitable floor  
along with earmarking of 01 (ONE) vehicle Parking Space/s

in the Project - 'Paramount A'

'ASTER'