398/4964 Wednesday, May 09 ,2018 10:23 AM

पावती

Original/Duplicate

नॉदणी कं. :39म

Regn.:39M

पावती क्रं.: 6157

दिनांक: 09/05/2018

गावाचे नावः **खारघर**

दस्तरेवजाचा अनुक्रमांकः पवत-4964-2018

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नावः मे.पेम्स इंजिनिअरींग कन्सल्टेन्टस प्रा.लि. तर्फ डायरेक्टर विश्वनाय शंकरनारायणन - -

नोंदणी फी दस्त हाताळणी फी पृष्ठांची संख्याः 66 ₹. 30000.00

रु. 1320.00

एक्ण:

₹. 31320.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 10:20 AM हया वेळेस मिळेल.

Sub Registrar Panvel 3

बाजार मुल्यः रु.3856589 /-मोबदला रु.8000000/-

भरतेले मुद्राक शुल्क 🕏 ४. 480000/-

1) देयकाचा प्रकार: eChallan सक्कम: रू.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमाक: MH001275985201819E दिमांक: 07/05/2018

बॅकचे जाव व पत्या.

2) देयकाचा प्रकार: By Cash रक्काम: ह 1320/

SECTION INCOME.

पक्षकागची सही : े भामका इस्ते प्रकर्भवामा

लिपिक,

विकासिक, धनवाल



09/05/2018

सुची क्र.2

दुय्यम निबंधक : सह दु.नि.पनवेल 3

दस्त क्रमांक : 4964/2018

नोदंणी : Regn:63m

गावाचे	नाव	:	ख	₹	घ	₹

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

8000000

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमद करावे)

3856589

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

1) पालिकेचे नाव:रायगड इतर वर्णन :, इतर माहिती: विभाग क्र. 20/15 दर रु. 91600/- प्रती चौ.मी. ऑफिस क्र.1202,बारावा मजला,मिलेनियम एम्पायर,प्लॉट क्र.47,सेक्टर 15,खारघर,ता.पनवेल,जि.रायगड. क्षेत्र 26.559 चौ.मी.कारपेट + 6.405 चौ.मी.एनक्लोज बाल्कनी((Plot Number : 47 ; SECTOR NUMBER : 15 ;))

(5) क्षेत्रफळ

1) 26.559 चौ.मीटर

(6) आकारणी किंवा जुडी देण्यात असेल

(7) दस्तऐवज करुन देणा-या/लिहन ठेवणा-या पक्षकाराचे नाव किंवा आदेश असल्यास,प्रतिवादिचे नाव व

1): नाव:-मे. भारत कंसट्रक्शन तर्फे भागीदार किशोरकुमार सी. घाडीया - - वय:-44; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: पी.एस.४१, दुसरा मजला, क्रिस्टल प्लाझा, दिवाणी न्यायालयाचा हुकुमनामा किंवा प्लॉट क्र.१८/२७, सेक्टर ७, खारघर, ता.पनवेल, जि.रायगड., ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, RAIGARH(MH). पिन कोड:-410210 पॅन नं:-AAFFB6683H

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

1): नाव:-मे.पेम्स इंजिनिअरींग कन्सल्टंन्टस प्रा.लि. तर्फे डायरेक्टर विश्वनाय शंकरनारायणन - - वय:-52; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: टी.सी.-५/१६६५ संगीया, क्रिष्णन कोविल रोड, अंबालामुक्कू कोवडीअर, पो.यिरूवनाथपूरम , ब्लॉक नं: -, रोड नं: -, केरला, THIRUVANANTHAPURAM. पिन कोड:-695003 पॅन नं:-AADCP7249J

(9) दस्तऐवज करुन दिल्याचा दिनांक

09/05/2018

(10)दस्त नोंदणी केल्याचा दिनांक

09/05/2018

(11)अनुक्रमांक,खंड व पृष्ठ

4964/2018

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

480000

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

30000

(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

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



		मूल्यांकन पः	क (शहरी क्षेत्र - बांधीव)			
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उद्ववाहन सुविधा -	आहे	मजला -	11th to 20th Floor	नूरवद	र/बायपगमापा दर-	KS.91600/-
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Home

Print





CHALLAN MTR Form Number-6

GRN MH0012759852018	BARCODE III			IIIII Da	te 07/05/2018-14:24:15	Form ID 25.1
Department Inspector Ge	neral Of Registration				Payer Details	
Stamp D	*		TAX ID (If	Any)		
Type of Payment Registrat	on ree		PAN No.(If	Applicable		
Office Name PNL5_PANVEL NO 5 SUB REGISTRAR			Full Name		PEMS ENGINEERING	CONSULTANTS PVT LTD
Location RAIGAD						
Year 2018-2019 One Time		Flat/Block No.		OFFICE NO 1202 1	2TH FLOOR MILLENIU	
			Premises/	Building	EMPIRE	
Account Hea	nd Details	Amount In Rs.		1, 5	X E	
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030063301 Registration Fee	•	30000.00	Area/Loca	lity	NAVI MUMBAI	-
			Town/City	District		
			PIN	1	पवत	5031
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NOTE:-This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवळ दुय्यम निवंधक कार्यालयात मोदणी करावयाच्या दस्तासाठी लागु आहे. नोदणी न करावयाच्या दस्तासाठी सदर चलन लागु



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CHALLAN MTR Form Number-6

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Department Inspector General Of Registration				Payer Details	
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Type of Laymon Programme Transfer		PAN No.(II Ap	plicable)		
Office Name PNL5_PANVEL NO 5 SUB REGI	STRAR	Full Name	,	PEMS ENGINEERING	CONSULTANTS PVT LTD
Location RAIGAD					3313021X1137V1 E1D
Year 2018-2019 One Time		Flat/Block No). (OFFICE NO 1202 12	2TH FLOOR MILLENIUM
		Premises/Bu	ilding	EMPIRE	
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0030046401 Stamp Duty	480000.00	Road/Street		PLOT NO 41 SEC 15 KI	TARCHAR
0030063301 Registration Fee	30000 00	Area/Locality	,	NAVI MV MBAI	2-31
		Town/City/Di	strict	18681	208
		PIN		1 4	1020
		Remarks (If A			
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Cheque-DD Details		Bank CIN R	lef. No.	691033320132507127	3.
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Name of Bank		Bank-Branch			Not Verified with RBI
Name of Branch		Scroll No. , Da	nte	100 . 08/05/2018	

Mobile No. : 9100000000 सदर चलन केवळ दुख्यम निवधक कार्यालयात नोदणी करावयात्या दस्तासाठी लागु आहे . नोदणी न करावयाच्या दस्तासाठी सदर चलन तागु .

Challan Defaced Details

Sr. No.	Remarks	Defacement No.			
1	(iS)-398-4964		Defacement Date	Userld	Defacement Amount
	, -,	0000754515201819	09/05/2018-10:10:50	IGR148	- ciacoment Amount
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सह दुम्बाः तिबंधक वर्ग-२ पनवेल कं ३

Print Date 09-05-2018 10:10:53

07/05/2018-14:24 48000 5,10,00

ate:



AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Panvel on this odd day of April, 2018 between M/S. BHARAT CONSTRUCTION, a partnership firm, duly registered under the provisions of Indian Partnership Act, 1932, having its office at PS 41, 2nd Floor, Crystal Plaza, Plot No.-18/27, Sector No.-7, Kharghar, Navi Mumbai-410 210, Tal.-Panvel, Dist.-Raigad, hereinafter referred to as "THE PROMOTERS" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include partner or partners for the time being of the said firm, the survivors or survivor of them and the heirs, executors and assigns of the last surviving partner) OF THE ONE PART

AND

M/S. PEMS ENGINEERING CONSULTANTS PVT. LTD.

(Company Identification Number U74210KL2005PTC018647 and PAN AADCP7249J) REPRESENTED BY ITS DIRECTOR Mr. Vishwanath Sankaranarayanan

having address at: TC 5/1665, 'SANGEETHA', KRISHNAN KOVIL ROAD, AMBALAMUKKU KOWDIAR P.O. THIRUVANANTHAPURAM – 695 003, hereinafter referred to as "THE ALLOTTEE(S)" (which expression shall unless contrary to the context or meaning thereof mean and include in the case of individuals his/her/their heirs and legal representatives and in case of partnership firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives and in the case of a corporate body, its successors and assigns and in the case of the Trust its trustees for the time being) OF THE OTHER PART.

FOR EMARAT CONSTRUCTION

PARTNER

FOR PEMS ENGINEERING
CONSULTANTS PVT. LTD.

KVinnaman
Director

2018 10:10:5

Whereas CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, is a company incorporated under the Companies Act, 1956th (I of 1956) (hereinafter referred to as "THE CORPORATION") and having its registered office at Nirmal, 2nd Floor, Nariman Point, Mumbai-400 021. The Corporation has been declared as a New Town Development Authority under the provision of Sub Section (3A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No. XXXVII of 1966) (hereinafter referred to as "THE SAID ACT") for the New Town of Navi Mumbai by the Government of Maharashtra in the exercise of its powers for the area designated as site for a New Town under Sub-Section (1) of Section 113 of the said Act:

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And whereas the state Government has acquired land within the delineated area of Navi d the same in the Corporation by an Order duly made in that behalf as s of Section 3 of the said Act;

virtuge of being the Development Authority the Corporation has been owered under Section 1) of the said Act to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the State Government under the said Act;

And whereas the Promoters vide their Application dated 21/01/2014, pertaining to reference no. 20008886/90029767 dated 17/04/2014", requested the Corporation of anti-ease of a giere and parcel of land acquired and vested in the Corporation by

And whereas the Corporation consented to grant the Promoters a lease of all that piece and parcel of land acquired and vested in the Corporation by the State Government, bearing plot number 47 situated at Sector No.-15, Kharghar, Navi Mumbai, Tal.-Panvel,

Dist.-Raigad, admeasuring about 1554.880 Sq. Mts., for the purpose of construction of the building(s) for commercial use;

And whereas the Promoters have paid to the Corporation a sum of Rs.19,00,68,531/-(Rupees Nineteen Crore Sixty Eight Thousand Five Hundred Thirty One Only) as and by way of full and final payment of Lease Premium as agreed to by and between the corporation and the Promoters in respect of the said plot;

And whereas by an Agreement to Lease dated 15/04/2015 (hereinafter called "THE SAID AGREEMENT TO LEASE") entered into between the Corporation (therein referred to as "THE CORPORATION") of the One Part and 1) MR. HITENDRA C. GHADIA 2) MR. KISHOR C. GHADIA 3) MR. JITENDRA R. PATEL, all Partners of M/S. BHARAT CONSTRUCTION, therein referred to as "THE LICENSEES" of the Other Part, the Corporation has agreed to

FOR BHARAT CONSTRUCTION

PARTNER

FOR PEMS ENGINEERING CONSULTANTS PVT. LTD. Sovin wanaen grant lease of the aforesaid Plot No.-47 situated at Sector No.-15, Kharghar, Navi Mumbai, Tal.-Panvel, Dist.-Raigad, admeasuring about 1554.88 Sq. Mts. or thereabouts, hereinafter referred to as "THE SAID PLOT" and more particularly described in the "First Schedule" hereunder written to the Promoters at or for the consideration as mentioned in the said Agreement to Lease. The said Agreement to Lease is duly registered before the Sub Registrar of Assurances at Panvel-4 under its Rec. No.-5305, Doc. No.-PVL4-4745-2015 dated 15/04/2015;

And whereas the Corporation placed the Promoters in possession of the said Plot for construction of building(s) on the said Plot as per the plans approved in the development permission granted by the concerned authority;

And whereas by virtue of the aforesaid Agreement to Lease, the Promo ers are absolutely seized and possessed of and well and sufficiently entitled to the said plot of land:

And whereas the aforesaid Agreement to Lease is with the benefit and right to construct any new building(s), permitted by the concerned local authority.

And whereas the Licensee of the Plot is the Partnership Firm Mis BHARAJ CONSTRUCTION consisting 1) MR. HITENDRA C. GHADIA 2) MR. KISHOR GHADIA 3) MR. JITENDRA R. PATEL as Partners constituted and registered as per the Indian Partnership Act 1932, under Deed Of Partnership dated 13/04/1933 which was reconstituted on 01/04/2002 and is further reconstituted by executing Retrement Curl Partnership Deed dated 01/04/2014 comprising 1) MR HITENDRA C. GHADIA 2) MR KISHOR C. GHADIA 3) SHRI DHAIRYA HITENDRA GHADIA 4) SHRI NAGARAM TARARAM CHOUDHARY 5) SHRI BHARAT MOHANSINGH CHOUDHARY & 6) SHRI VIRAMRAM NEMARAM CHOUDHARY as the present Partners of the firm and MR JITENDRA R. PATEL retired from the said Partnership.

And whereas as per the request made by the Promoters Firm to CIDCO Limited for addition and change of Partners in share holding of the Partnership Firm the CIDCO Limited on payment of necessary transfer charges for admission and change of Partners has given consent to make the changes in the shareholding of the Partnership Firm and brought on record the Partners as per the Deed of Retirement cum Partnership by virtue of its letter bearing reference no.-CIDCO/EO(III)/2016/2218 dated 24/05/2016.

And whereas the Promoters are entitled and enjoined upon to construct the commercial buildings on the project land in accordance with the recitals hereinabove as per the plans sanctioned and the building approval granted by the Corporation vide Commencement Certificate bearing number CIDCO/BP-13386/TPO(NM&K)/2015/1203, dated 16/10/2015, including such additions, modifications, revisions, alterations therein, if any, from time to time as may be approved by the Planning Authorities. Copy of the Commencement Certificate is annexed herewith as "Annexure-A".

FOR BHARAT CONSTRUCTION



FOR PEMS ENGINEERING CONSULTANTS PVT. LTD.

And whereas the Promoters have proposed to construct on the project land building consisting of Ground + 14 (Fourteen) upper floors.

And whereas the Allottee(s) is/are offered a Office bearing number 1202 on the 12TH Floor, (hereinafter referred to as the said "Unit/Office/Shop") in the Building called "MILLENIUM EMPIRE" (hereinafter referred to as the said "Building") being constructed of the said project, by the Promoters.

And whereas the Promoters have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

And whereas the promoters have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoters accept the professional supervision of the Architect and the structural Engineer till the completion of the uilding Buildings.

And whereas by virtue of the aforesaid Agreements, the Promoters have sole and exclusive right to sell the boits, Offices and Shops in the proposed building(s) to be promoters on the project land and to enter into Agreement(s) with the

Allottee(s) of the said Units, Offices and Shops therein and to receive the sale price in respect thereof

PANT And whereas on demand from the allottee(s), the Promoters have given inspection to the Allottee(s) of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects ATUL PATEL ARCHITECTS and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and

And whereas the authenticated copy of Certificate of Title issued by the advocate of the Promoters AJEET V. SINGH OF AJEET SINGH & ASSOCIATES (Advocates & Legal Consultants), showing the nature of the title of the Promoters to the project land on which the Units/Offices/Shops are to be constructed have been annexed hereto and

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

FOR BHARAT CONSTRUCTION Lache

And whereas the authenticated copies of the plans and specifications of the Unit/Office/Shop agreed to be purchased by the Allottee(s), as sanctioned and approved by the local authority have been annexed and marked as "Annexure-D".

And whereas the Promoters have got the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building(s) so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

And whereas while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and estrictions which are to be observed and performed by the Promoters while developing the project land and the said building and upon due observance and performance of which only the contraction or occupancy certificate in respect of the said building(s) shall be granted by the

And whereas the Promoters have accordingly commenced construction of the said building(s) in accordance with the said proposed plans.

And whereas the Allottee(s) have applied to the Promoters for allotteet of a confice bearing number $\underline{1202}$ on the $\underline{12^{TH}}$ Floor of the said building project known as "MILLENIUM EMPIRE" being constructed of the said Project.

And whereas the carpet area of the said Office is **26.559** Sq. Mts. and "Carpet Area" means the net usable floor area of Unit/Office/Shop, excluding the area covered by the external walls, areas under services shafts, exclusive enclose balcony area of **6.405** Sq. Mts. appurtenant to the said Unit/Office/Shop for exclusive use of the Allottee(s) or verandah area and exclusive open terrace area of **NIL** Sq. Mts. appurtenant to the said Unit/Office/Shop for exclusive use of the Allottee(s), but includes the area covered by the internal partition walls of the Unit/Office/Shop.

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

And whereas prior to the execution of these presents, the Allottee(s) has/have paid to the Promoters a sum of **Rs. 80,00,000/- (Rupees Eighty Lacs Only)** being part/full payment of the sale consideration of the Unit/Office/Shop agreed to be sold by the Promoters to the Allottee(s) as advance payment or application fee (the payment and receipt whereof the Promoters doth hereby admit and acknowledge) and the Allottee(s) have agree(s) to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

FOR BHARAT CONSTRUCTION

concerned local authority.





And whereas the Promoters have registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at <u>Maharashtra</u> No. <u>P52000001042</u>; the authenticated copy of the certificate is annexed herewith as "Annexure-E".

And whereas under Section 13 of the said Act the Promoters are required to execute a written Agreement for sale of said Unit/Office/Shop with the Allottee(s), being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell and the Allottee (s) hereby agree(s) to pur chase the said Unit/Office/Shop.

Now therefore this agreement witnesseth and it is hereby agreed by and between the parties hereto as follows:

- The Promoters shall construct the said building project to be known as "MILLENIUM EMPIRE" consisting of Ground + 14 (Fourteen) upper floors on the project land in accordance with the plans, designs and specifications approved by the concerned local authority and which have been seen and approved by the Allottee(s) with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned local authority//Government to be made in any of the Premises, provided that the Promoters shall have to obtain prior consent in writing of the Allottee(s) in respect of such variations or modifications which may adversely affect the Unit/Office/Shop of the Allottee(s) except any alteration or addition required by any Government authorities or due to change in law.
 - a) (i) The Allottee(s) hereby agree(s) to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee(s) the said Office bearing No.1202 admeasuring 26.559 Sq. Mts. carpet area on the 12TH Floor of the said building known as "MILLENIUM EMPIRE", hereinafter referred to as "THE SAID UNIT/OFFICE/SHOP", more particularly described in the "Second Schedule" hereunder written and as shown on the floor plan thereof hereto annexed and marked as "Annexure-D" for a lump sum price of Rs.80,00,000/- (Rupees Eighty Lacs Only) including Rs. NIL (Rupees NIL Only) being the proportionate price of the common areas and facilities areas and facilities which are more particularly described in the Second Schedule written hereunder.





b) The Allottee(s) agrees and understands that timely payment towards purchase of the said Unit/Office/Shop as per payment schedule is the essence of the contract, the allottees have paid on or before execution of this agreement a sum of Rs.80,00,000/- (Rupees Eighty Lacs Only) as advance payment or application fee and hereby agree(s) to pay to the Promoters the balance amount of Rs. NIL (Rupees. NIL Only) in the following manner:-

Sr.	Particulars	Percent	Amount	
No.			in Rs.	
1.	EMD at the time of booking	10%	पव	(5 mm 10)
2.	Upon execution of Agreement	20%		7
3.	Completion of Plinth	15%	806	\$ 6068
4.	On completion of 1 st & 2 nd Slab	4%		100
5.	On completion of 3 rd & 4 th Slab	4%	133	ee.
6.	On completion of 5 th & 6 th Slab	4%		
7.	On completion of 7 th & 8 th Slab	4%		
8.	On completion of 9 th & 10 th Slab	. 3%		
9.	On completion of 11 th & 12 th Slab	3%	14E	SUR
10.	On completion of 13 th & 15 th Slab	3%	0	नवेल- रहि
11.	On completion of Walls, Internal Plaster,	5%	A STATE OF THE STA	
	floorings, doors & windows	543	HE S	2 3
12.	On completion of Sanitary fittings,	5%	- F	otes chart
	staircases, lift wells, lobbies	- cus	P	NVEL 3
13.	On completion of External plumbing,	5%	-	- Table 1
	external plaster, elevation, terraces		epeli.	
14.	On completion of lifts, water pumps,	10%	***************************************	
	electrical fittings, paving, etc.			
15.	On Possession upon receipt of Occupancy	5%	-	
	Certificate			
	Total	100%		-

Subject to the terms of the Agreement and the Promoters abiding by the construction milestones, the Allottees shall make all payments, on demand by the Promoters, within the stipulated time as mentioned in the payment schedule through account payee cheque/demand draft or online payment in favour of BHARAT CONSTRUCTION, payable at Navi Mumbai.

The Total Purchase Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Goods and Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the Unit/Office/Shop.

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the contrary contained herein, the Allottee(s) shall not be entitled to claim possession of the said Unit/Office/Shop until the completion certificate is received from the local authority and the Allottee(s) has/have paid all the dues payable under this agreement in respect of the said Unit/Office/Shop to the Promoters and has/have paid the necessary maintenance amount/deposit, service tax, vat and other taxes payable under this agreement of the said Unit/Office/Shop to the Promoters.

- abide by the time schedule for completing the project and handing over the Unit/Office/Shop to the Allottee(s) and the common areas to the association of the Allottee(s) after receiving the occupancy certificate or the completion certificate of the both, as the case may be. Similarly, the Allotte(s) shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promotes as provided in clause 1 (c) herein above. ("Payment Plan").
- The Promoters hereby declare that the Floor Space Index available as on date in respect of the project land is 2332.313 Sq. Mts. only. The Promoters have disclosed the Floor Space Index of 1.5 as proposed to be utilized by thim on the project land in the said Project and Allottee(s) have agreed to purchase the said VI Unit/Office/Shop based on the proposed construction and sale of Unit/Office/Shop to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.
- 4) If the Promoters fail to abide by the time schedule for completing the project and handing over the Unit/Office/Shop to the Allottee(s) the Promoters agree to pay to the Allottee(s) who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee(s) for every month of delay, till the handing over of the possession. The Allottee(s) agrees to pay to the Promoters, interest as specified in the Rule i.e. interest as per state bank of India marginal cost of lending rate plus 2% (Two Percent) per annum with monthly rests, on all the delayed payment which become due and payable by the Allottee(s) to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoters.
- a) Without prejudice to the right of promoters to charge interest in terms of sub clause 4 above, on the Allottee(s) committing default in payment on due date of any amount due and payable by the Allottee(s) to the Promoters under this Agreement (including his/her/them proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee(s) committing three defaults of payment of instalments, the Promoters shall at his own option,

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FOR P. E. M. S. ENGINEERING CONSULTANTS PVT. LTD.

Provided that, Promoters shall give notice of 15 (Fifteen) days in writing to the b) Allottee(s) by Registered Post AD at the address provided by the Allottee(s) and mail at the e-mail address provided by the Allottee(s) of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee(s) fails to rectify the breach or breaches mentioned by the Promoters within the period $_{\mbox{\scriptsize Of}}$ notice then at the end of such notice period, promoters shall be entitled t_0 terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee(s) after deducting 19% (Ten Percent) of the total Agreement value of the Premises and the total interest payable due to delayed payments of the previous installments till the date of cancellation by the Promoters to the Allottee(s) as agreed liquidated demages within a period of thirty days of the termination, the instalments of sale deration of the Unit/Office/Shop which may till then have been paid by the Allottee(s) to the Promoters. And upon termination of this agreement, pending refund of the amount as aforesaid, the Promoters shall be at liberty to dispose off and to sell the said Unit/Office/Shop to such person or persons at such price and such conditions as the Promoters may think fit in their absolute discretion and the Atlattee shall have no objection for the same.

5)

The fixture and fittings with regards to flooring and sanitary fittings and amenities under more lift with particular brand to be provided by the Promoters in the Unit Office/Shop and the said building are those that are set out in the "Third schedule" mentioned hereunder.

The Promoters shall give possession of the Unit/Office/Shop to the Allottee(s) on or before 31/12/2019. If the Promoters fail or neglect to give possession of the Unit/Office/Shop to the Allottee(s) on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee(s) the amounts already received by them in respect of the Unit/Office/Shop with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Unit/Office/Shop on the aforesaid date, if the completion of building in which the Unit/Office/Shop is to be situated is delayed on account of

i) War, civil commotion or act of God;

PADT.

ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

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- The Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee(s) as per the agreement shall offer in writing the possession of the Unit/Office/Shop to the Allottee(s) in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the Promoters shall give possession of the Unit/Office/Shop to the Allottee(s). The Promoters agree and undertake to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee(s) agree(s) to pay the maintenance charges as determined by the Promoters or association of Allottee(s) as the case may be the Promoters on its behalf shall offer the possession to the Allottee(s) in writing vitaling 7 (Seven) days of receiving the occupancy certificate of the Project.
 - a) The Allottee(s) shall take possession of the Unit/Office/Shop within 15 (Fifteen) days of the written notice from the Promoters to the Allottee(s) intimating that the said Unit/Office/Shop are ready for use and occupancy:
 - Dyon receiving a written intimation from the Promoters as per clause 7, the Allottee(s) shall take possession of the Unit/Office/Shop from the Hearth of the executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Unit/Office/Shop to the Allottee(s). In case the Allottee(s) fait to take possession within the time provided in clause 7 such Allottee(s) shall continue to be liable to pay maintenance charges as applicable.
 - 8) The Promoters have made full and true disclosure of the title of the said land as well as encumbrances, if any, known to the Promoters in the title report of the advocate. The Promoters have also disclosed to the Allottee(s) nature of its right, title and interest or right to construct building(s), and also given inspection of all documents to the Allottee(s) as required by the law. The Allottee(s) having acquainted himself/herself/themselves with all facts and right of the Promoters and after satisfaction of the same has entered into this Agreement.
 - 9) i) The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s), modification (s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoters with such permission, approvals which would enable the Promoters to full fill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or

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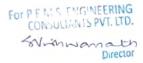
b)

The Promoters on receipt of the complete amount of the price of the said Unit/Office/Shop under the agreement from the allottee's shall execute a conveyance deed and convey the title of the said Unit/Office/Shop not later than 1 (One) year and with proportionate indivisible share in the common areas to the society / federation as may be formed all the right title interest of the promoters in the aliquot part of the said land i.e. said land, said project referred in Scheduled II unless the above stated period is not clearly mentioned, it is otherwise agreed by and between the parties hereto that the Promoters shall, within 3 (Three) months of registration of the Society or Limited Company, as aforesaid, transferred to the Society, company or federation of the society all the and the interest of the Promoters in the project land on which constructed. However, in case the Allottee(s) fails to deposit the stamp registration charges and all other incidental and legal expenses etc. are demanded within the period mentioned in the demand letter, the Allottee(s) authorises the promoters withhold registration of the conveyance deed in his/her favour till full and final settlements of the amount and payment of stamp duty and registration charges to the promoters is made by the Allottee(s).

b) Within 15 (Fifteen) days after notice in writing is given by the Prompters to Allottee(s) that the Unit/Office/Shop is ready for use and occupancy the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Unit/Office/Shop) of outgoings in respect of the project and and Building(s) namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and Building(s). Until the Society or Limited Company is formed and the said structure of the Building(s) is transferred to it, the Allottee(s) shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee(s) further agree that till the Allottee's share is so determined the Allottee(s) shall pay to the Promoters provisional monthly contribution of Rs. 3,500/- (Rupees Three Thousand Five Hundred Only) per month towards the outgoings. The amounts so paid by the Allottee(s) to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/assignment of lease of the structure of the building is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be.

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That all notices to be served on the Allottee(s) and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoters by Registered Post A.D and notified Email ID at their respective addresses specified below:

M/S. PEMS ENGINEERING CONSULTANTS PVT. LTD.

TC 5/1665, 'SANGEETHA', KRISHNAN KOVIL ROAD,

AMBALAMUKKU KOWDIAR P.O. THIRUVANANTHAPURAM – 695

Notified Email ID: accounts@pemsconsultants.com

M/S. BHARAT CONSTRUCTION

PS 41, 2nd Floor, Crystal Plaza,

Plot No.-18/27, Sector No.-7,

Kharqhar, Navi Mumbai-410 210.

Notified Email ID: bharatconstruction2000@gmail.com

It shall be the duty of the Allottee(s) and the promoters 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 promoters of the Allottee(s), as the case may be.

- 45) That in case there are Joint Allottee(s) all communications shall be sent by the Promoters 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 sented on all the Allottee(s).
- 46) The charges towards stamp duty and Registration of this Agreement for sale shall be borne and paid by the allottee(s) only.
- 47) Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
- 48) That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Panvel will have the jurisdiction for this Agreement

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FOR PEMS FNGINEERING CONSULTANTS PVT. LTD.

FIRST SCHEDULE

Description of the Land

All that piece and parcel of land bearing Plot number 47 situated at Sector $N_{0,-15}$ at Kharghar, Navi Mumbai, Tal.-Panvel, Dist.-Raigad, admeasuring 1554.88 Sq. $M_{ts.}$ or thereabout bounded as follows; i.e. to say:

On or towards the North by : 24 Mts. wide Road

On or towards the South by

: Plot No.-48

: 15 Mts. wide Road

towards the West by

: C/L & 20.00 Mts. Road/Plot No.-15 & 16

SECOND SCHEDULE

Description of the Unit / Office / Shop

All that Commercial premises bearing Office number **1202** admeasuring **26.559** Sq. Mts. Carpet area on the 12^{TH} Floor of the building project to be known as 'MILLENIUM

EMPIRE', being constructed on Plot No.- 47 situated in Sector No.-15 at Kharghar, Navi



THIRD SCHEDULE

AMENITIES

NILLENIUM EMPIRE' Plot No.-47, Sector-15, Kharghar, Navi Mumbai, Tal.-

Panvel & Dist.-Raigad

- Vitrified Flooring 2'x 2'.
- Internal Partition wall to be 4" brick/Suprex Block work with putty finish & 6" brick/Suprex Block wall Externally.
- In Office/Unit Provide good quality main door & MS rolling shutter for Shops.
- Concealed Plumbing and Copper Wiring with Modular Switches, Circuits Breakers with Adequate Electrical Points
- Putty Finished internal Walls and Ceiling for the entire unit with OBD Paint internally.
- Acrylic Emulsion Paint to all External Walls of entire building and compound wall.
- Lift of Reputed make.
- Under Ground and Over Head Water Tank with Adequate Water Supply

FOR BHARAT CONSTRUCTION



FOR PEMS ENGINEERING
CONSULIANTS PVT. LTD.

Winnumouth
Director

In witness whereof the parties hereto have executed this agreement on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

BY THE WITHINNAMED PROMOTERS

M/S. BHARAT CONSTRUCTION

PAN NO.: AAFFB 6683 H

REPRESENTED BY ITS DIRECTOR Partner

MR. KISHORKUMAR C. GHADIA

FOR BHARAT CONSTRUCTION

IN THE PRESENCE OF

PARTNER

SIGNED, SEALED & DELIVERED BY

THE WITHINNAMED PURCHASERS

M/S. PEMS ENGINEERING CONSULTANTS PVT.LTD.

PAN NO.: AADCP 7249 J

REPRESENTED BY ITS DIRECTOR

Mr. VISHWANATH SANKARANARAYANAN

IN THE PRESENCE OF

FOR PEMS ENGINEERING CONSULTANTS PVT. LTD.

Vinnamato

2)

LIST OF ANNEXURES

ANNEXURE-A

Copy of Building permission Tommencement Certifica

ANNEXURE-B ANNEXURE-C Copy of the Certificate of the one issued by the advocate

Copy of the plans and ations approved by the concerned

local / planning authority.

ANNEXURE-D

Copy of floor plan of the said Flat, Office/Shop.

ANNEXURE-E

Authenticated copy of the Registration Certificate of the Project

granted by the Real Estate Regulatory Authority)

FOR BHARAT CONSTRUCTION

Locus PARTNER FOR PEMS ENGINEERING CONSULTANTS PVT. LTD. Evinnanaen

ANNE XURE- A



Y AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

(CIN - U99999 MH 1970 SGC - 014574)

D. OFFICE:

MAL", 2nd Floor, Nariman Point,

nbai - 400 021.

NE 00-91-22-6650 0900

: 00-91-22-2202 2509

HEAD OFFICE:

CIDCO Bhavan, CBD Belapur

Navi Mumbai - 400 614.

PHONE: 00-91-22-6791 8100

00-91-22-6791-8166

NG DCO/BP-13386/TPO(NM & K)/2015/ 72 02

To.

M/s. Bharat Construction,

Through its Partner Mr. Hitendra C. Ghadia & Others Two.

P.S.41, IInd Floor, Plot No. 18/27

Crystal Plaza, Sector-7,

Unique Code No.

Kharghar, Navi Mumbai

ASSESSMENT ORDER No.261/2015-16 REGISTER NO.01 PAGE No.

0 2 3 SUB: Payment of Construction & Other Workers Welfare Cess charges for Commercial Building on

Plot No.47, Sector - 15 at Kharghar, Navi Mumbai REF:- 1) Your architect's letter dated 28/04/2015 & 11/09/2015

ORDER OF ASSESSMENT OF CONSTRUCTION & OTHER WORKERS WELFARE (AS PER BUILDING AND OTHER CONSTRUCTION WORKER'S WELFARE

0

3

Name of Assessee :- M/s. Bharat Construction,

Through its Partner Mr. Hitenory
- Plot No. 47, Sector – 15 at Knath Location Land use - Commercial

Plot area - 1554.88 Sq. mtrs

Permissible FSI - 15

GROSS BUA FOR ASSESSEMENT :- 8897.400 Sq.mtrs ESTIMATED COST OF CONSTN. :- 8897.400 Sq mtrs. X 18000/- = F AMOUNT OF CESS

:- Rs 160153200/- X 1%= Rs 160153 Construction & Other Workers Welfare Cess charges paid Rs.16.02,500/- vide Receipt No 14134, dtd

23/09/2015.

Yours faithfully

(Manjula Nayak) Sr Planner (Bldg Permission) Navi Mumbai & Khopta



Y AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

(CIN - U99999 MH 1970 SGC - 014574)

OFFICE:

MAL", 2nd Floor, Nariman Point,

bal - 400 021.

Unique Code No.

NE: 00-91-22-6650 0900

: 00-91-22-2202 2509

HEAD OFFICE:

CIDCO Bhavan, CBD Belapur

Navi Mumbai - 400 614

PHONE: 00-91-22-6791 8100

: 00-91-22-6791 8166

DDCO/BP-13386/TPO(NM & K)/2015/

2 0 1203

M/s Bharat Construction

Through its Partner Mr. Hitendra C. Ghadia & Others Two.

P.S.41, IInd Floor, Plot No. 18/27 Crystal Plaza, Sector-7

Kharghar, Navi Mumbai

SUB :- Development Permission for Commercial Building on Plot No 47, Sector - 15 at Khargt

Ref:- 1) Your architect's letter dated 28/04/2015 & 11/09/2015

2) PSIDC NOC issued by EE(Elect-I) vide letter No.CIDCO/EE(Elect-I)/15/2434/2852, dtd. 20/04/2015

3) Fire NOC issued by Fire Officer, CIDCO vide letter No CIDCO/FIRE/KLM/1481, dtd 08/09/2015 4) Height Clearance NOC issued by TPO(NM&K) vide letter No CIDCO/TPO(NM&K)/2014/200, dtd

Please refer to your application for development permission for Commercial Building Navi Mumbai

The development permission is hereby granted to construct Commercial Building on the plot The commencement certificate as required under section 45 of the Maharashtra. Regional ar

herewith for the structures referred above

The Developer / individual Plot Owner should obtain the proposed finished road edge Engineer.The Developer/ Plot Owner to ensure that the finished plinth level of the proposed buildings proposed finished road edge level. In case, the building is having still, the finished still level to be mini-

The approval for plumbing services i.e. drainage and water supply shall be separately obta

Executive Engineer(W/S), CIDCO prior to the commencement of the construction Work The Developers / Builders shall take all precautionary measures for prevention of Malaria breeding during the construction period a

project. If required , you can approach Health Department CIDCO, for orientation program and pest control at project site to avoid epidemic

You may approach to the Office of Executive Engineer (Kharghar) to get the sewerage connection to your plot

Thanking you.

Yours faithfully

(Manjula Nayak) Sr Planner (Bldg Permission

Navi Mumbai & Khopta

C.C.TO: Atul Patel Architects. 1209, Landmark, Plot No.26-A

Sector-7, Kharghar, Navi Mumbal

In case of any corruption related complaints, please visit: cidco.maharashtra.gov.in / CIDCO VIGILANCE MODULE NEW / Userlogin.aspx



CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA

REGD. OFFICE

"NIRMAL" 2nd Hoor Nariman Point

Name of Assessee

4

6

7

£

Mumbai - 400 021

PHONE 00-91-22-5550 0900

FAX 00-91-22-2202 2509

HEAD OFFICE:

CIDCO Bhavan, CBO

Navi Mumbai - 400 61

PHONE: 00-91-22-0791 FAX : 00-91-22-6791

Date:

16 OCT 2

Ref. No. DCO BP-13386-TPO(NM & K)/2015/ 12 09

a & Others Two.

SSMENT ORDER NO.261/2015-16 REGISTER NO.01 PAGE NO.261

harges for Commercial Building on Plot No.47, Sector-15, Kharghar, Navi Mumbai. ted 28/04/2015 & 11/09/2015

PSIDC NOCksued by EE (Elect-I) vide letter No CIDCO/EE (Elect-I)/15/2434/2852, dtd. 20/04/2015

3) Fire No. 1904 by F. Officer, CIDCO vide letter No CIDCO/FIRE/KLM/1481/2015, dtd. 08/09/2015

4) Height Clearance NOCkssued by TPO(NM&K) vide letter No CIDCO/TPO(NM&K)/2014/200, dtd. 20/04 assued by TPO(NM&K) vide letter No CIDCO/TPO(NM&K)/2014/200, dtd.20/06/2014

ORDER OF ASSESSMENT OF DEVELOPMENT CHARGES (AS PER MAHARASHTRA REGIONAL & TOWN PLANNING (AMENDED) ACT 2010)

M/s. Bharat Construction,

Through its partner Mr. Hitendra C. Ghadia & Otheres Two, Location

Plot No.47, Sector – 15 at Kharghar, Navi Mumbai. Land use Plot area - Commercial

Permiss - 1554.88 Sq. mtrs

- 1.5 Rs.31500/-SESSMENT

- 1554.88 Sq.mtrs. - 2332.313Sq mtrs

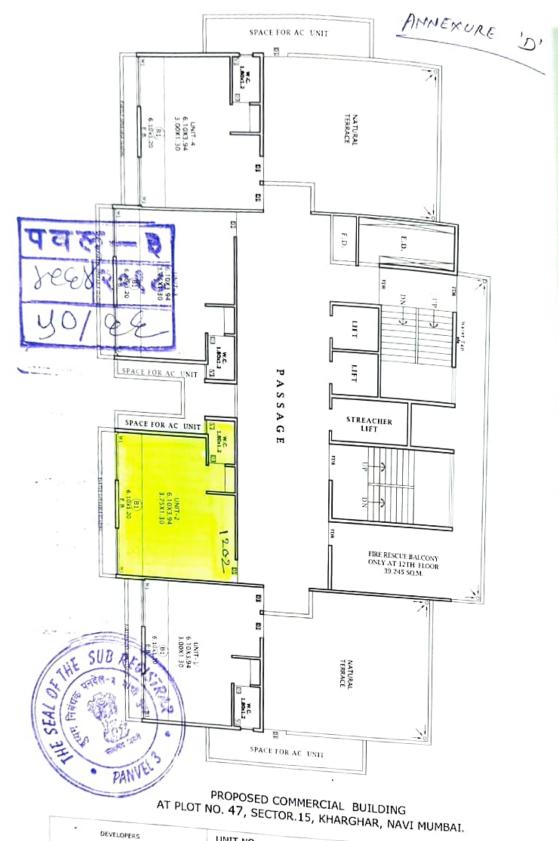
MERCIAL - 1554 88 Sq mtrs. X 31500/- x 1% = Rs. 489787 20

- 1554 88 Sq mitrs X 31500/- x 1% = RS 435767 20 - 2332 313 Sq mitrs X 31500/- x 4% = RS 2938714 38 TOTAL = RS 3428501 58 Total Ass 8(ii) + 8(ii) = Rs 3428501 58 Say Rs 3428502/-Date of Assessment Due date of completion

Development charges paid of Rs 34:30:300/- vide. Receipt No 14134, dtd. 23/09/2015 Development charges paid of the South of the Development Permission on Plot No. 47, Sector- 15, at Kharghar, Navi Mumble

Yours faithfully. Man 161

(Manjula Nayak) Sr Planner (Bldg Pennission) Navi Mumbai & Khopta



M/S BUADAN	UNIT NO.	
M/S. BHARAT CONSTRUCTION	FLOOR	1202
	CARPET AREA	TWELFTH
FOR BHARAT CONS	TERRACE AREA OPERS TRUCTION PARTNER	SIGNATURE OF PURCHASER FOR PE M S ENGINEERING CONSULTANTS PVT. LTD



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number: p52000001042

project. Millenium Empire, Plot Bearing / CTS / Survey / Final Plot No.: 47 at Kharghar, Panvel, Raigarh, 410210;

- 1. Bharat Construction having its registered office / principal place of business at Tehsil: Panvel, District: Raigarh, Pin: 410210.
- 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 Maharashus Real state (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be asset only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

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 tice is the project is less than the estimated cost of completion of the project.

- The Registration shall be valid for a period commencing from 25/07/2017 and ending with 31/12/2019 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section of the Adjust with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations make the body.
- That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary ction are promoter including revoking the registration granted herein, as per the Act and the rules and regulations in the there under.

Signature valid Digitally Signed by Dr. Vasant Fremanand Prabhu (Secretary, MahaRERA) Date:7/25/2017 5:50:26 PM

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

Dated: 25/07/2017 Place: Mumbai

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