

# AGREEMENT

ENCHANTE

पावती

Original/Duplicate

नोंदणी क्रं. :39म

Regn.:39M

पावती क्रं.: 11257

दिनांक: 27/04/2023

गावाचे नाव: कोलशेत

दस्तऐवजाचा अनुक्रमांक: टनन2-10188-2023

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: प्रिती निलेश निकते - -

नोंदणी फी दुस्त हाताळणी फी भुष्ठांजी संख्या: 160

र. 30000.00

₹. 3200.00

र. 33200.00

आपणास मूळ दस्त भवितेल प्रिंट सूची-२ अंदाजे 9:45 AM ह्या वेळेस मिळल

वाजार मुल्य: रु.60 12543,31 /-मोवदला रु.8405078/के भरलेले मुद्रांक शुल्क : रु. 588400 Joint Sub Registrar Thane 2 सह दुव्यम निर्वाधक दर्ग - २

स्रोपे क. ३

1) देयकाचा प्रकार: DHC रक्कम: रू.1600/-डीडी/धनादेश/पे ऑर्डर क्रमांक: 2604202303141 दिनांक: 27/04/2023 वॅंकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु.1600/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 2604202302774 दिनांक: 27/04/2023

वँकेचे नाव व पत्ता:

3) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-डीडी/धनादेश/पे ऑर्डर क्रमांक: MH016979116202223M दिनांक: 27/04/2023 वॅकेचे नाव व पत्ता:

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27/04/2023

सूची क्र.2

दुय्यम निवंधक : सह दु.नि.ठाणे 2

दस्त क्रमांक : 10188/2023

नोदंणी : Regn:63m

### गावाचे नाव: कोलशेत

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

8405078

(3) बाजारभाव(भाडेपटटयाच्या वावतितपटटाकार आकारणी देतो की पटटेदार ने नमुद करावे) 6012543.31

(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास) 1) पालिकेचे नाव:ठाणे म.न.पा. इनर वर्णन :, इतर माहिती: भौजे कोलशेत,मदनिका नं.एफ-1612.16 वा मजला,टॉवर-एफ,रुणवाल लॅण्डस एंड,कोलशेन,ठाणे प सदनिकेचे क्षेत्र 549.50 चौ.फुट कार्पेट म्हणजेच 51.05 चौ.मी.कार्पेट,बाल्कनी क्षेत्र 3 चौ मी म्हणजेच 31.54 चौ फुट कार्पेट,एक कार पार्किंग मह(झोन नं.10/40/ 2 व)92300/-( ( Survey Number : 1/1, 1/2 (Part), 1/2 (Part), 1/3, 1/4(Part), 1/4(Part), 1/4(Part), 1/4(Part), 1/5, 1/6, 1/7, 1/8, 1/10, 1/11, 1/12, 1/13, 1/14, 1/15, 2/1(Part), 2/1(Part), 2/1(Part), 2/1(Part), 2/2, 2/3, 2/4, 2/5, 3/1, 3/2, 3/3, 3/4, 3/5 (Part), 3/5(Part), 3/5(Part), 3/6(Part), 4/1(Part), 4/1(Part), 4/2, 5/1, 5/2, 5/3, 5/4, 5/5, 5/6, 5/7(Part), 5/7(Part), /7(Part), 6/1, 6/2, 6/3, 6/4, 6/5, 6/6, 6/7, 8/1, 8/2, 8/3, 8/4, 8/6, 8/7, 8/8, 8/9, 8/10, 8/11, 8/12 (Part), 8/12(Part), 8/13/2(Part), 8/14, 8/15, 17/1, 17/2, 17/3, 17/4, 17/5, 17/6, 17/7, 18/1, 18/2, 18/3, 18/4, 18/5, 18/6, 18/7, 18/8, 18/9, 19/1, 19/2, 19/3(Part), 19/3(Part), 19/4(Part), 19/4(Part), 19/4(Part), 19/5, 19/6, 19/7, 19/8, 19/9, 20/1, 20/2, 20/3, 20/4, 20/5, 20/6, 20/7, 20/8, 20/9, 20/10, 21/1(Part), 21/1(Part), 21/2, 21/3, 21/4, 21/5, 21/6, 21/7, 21/8, 22/1, 22/2, 22/3, 22/4, 22/5, 22/6, 22/7, 22/8, 23/1, 23/2, 24/1, 24/3, 24/5, 24/8, 24/9, 24/10, 24/11, 31/1(Part), 31/1(Part), 31/2, 31/3, 31/4, 31/5, 31/6 (Part), 31/6(Part), 32/1, 32/2, 32/3, 32/4(Part), 32/5, CTS No. 1/1, 1/2A, 1/2B, 1/3, 1/4A, 1/4B, 1/4C, 1/4D, 1/5, 1/6, 1/7, 1/8, 1/10, 1/11, 1/12, 1/13, 1/15, 2/1A, 2/1B, 2/1C, 2/1D, 2/2, 2/3, 2/4, 3/1, 3/2, 3/3, 3/4, 3/5A, 3/5B, 3/5C, 3/6, 4/1(Part), 4/1A, 4/1B, 4/2, 5/1, 5/4, 5/5, 5/6, 5/7A, 5/7B, 6/1, 6/3, 6/4, 6/5, 6/6, 8/1, 8/2, 8/3, 8/4, 8/6, 8/7, 8/8, 8/9, 8/12A, 8/12B, 17/1, 17/4, 18/1, 18/4, 18/6, 18/7, 18/8, 18/9, 19/2, 19/3A, 19/3B, 19/4A, 19/4B, 19/4C, 19/5, 19/6, 19/7, 19/8, 19/9, 20/1, 20/2, 20/3, 20/4, 20/5A, 20/6, 20/7A, 21/1A, 21/1°C, 21/2, 21/3, 21/4, 21/6, 21/8A, 22/1, 22/2A, 22/3A, 22/4, 22/5, 22/6, 22/7A, 22/8A, 23/1, 23/2, 24/1, 24/3, 24/10, 31/2, 31/4A, 32/1, 32/2, 32/3A,CTS No. 19/4A,B,C PART, 19/5PART, 20/1PART, 20/3PART.;))

**(5) क्षेत्रफ**ळ

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27/04/2023

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- (6)आकारणी किंवा जुडी देण्यान असेल नेव्हा.
- (7) दम्लऐवज करन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्याम,प्रतिवादिचे नाव व पना.
- (8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्याम,प्रतिवादिचे नाव व पना
- (9) दस्तऐवज करन दिल्याचा दिनांक
- (10)दम्न नोंदणी केल्याचा दिनांक
- (11)अनुक्रमांक,खंड व पृष्ठ
- (12)वाजारभावाप्रमाणे मुद्रांक शुल्क
- (13)वाजारभावाग्रमाणे नोंदणी शुल्क

(14)शेरा

- 1): नाव:-रुणवाल कन्स्ट्रक्शनचे भागीदार निर्मला मुरली यांच्या तर्फे कु मु म्हणून रुणवाल कन्स्ट्रक्शन तर्फे अधिकृत स्वाक्षरीकार रितेश घाई यांच्या तर्फे कु मु म्हणून सुधीर पालव वय:-65; पत्ता:-प्लॉट नं: -, माळा नं: 5 वा मजला, इमारतीचे नाव: रुणवाल अँन्ड ओमकार स्क्वेअर, ब्लॉक नं: सायन चुनाभट्टी निग्नल समोर, इस्टर्न एक्सप्रेम हायवे, रोड नं: सायन पुर्व मुंबई , महाराष्ट्र, मुम्बई. पिन कोड:-400022 पॅन नं:-AAAFR1211Q
- 1): नाव:-प्रिती निलेश निकते - वय:-42; पत्ता:-प्लॉट नं: पी-41/7, माळा नं: -, इमारतीचे नाव: एसपीडीसी डीफेन्स कॉलनी, ब्लॉक नं: ट्रोम्बे रोड , रोड नं: मानखुर्द मुंबई , महाराष्ट्र, मुम्बई. पिन कोड:-400088 पॅन नं:-AWKPK0325N
- 2): नाव:-निलेश प्रकाश निकते - वय:-45; पत्ता:-प्लॉट नं: पी-41/7, माळा नं: -, इमारनीचे नाव: एमपीडीसी डीफेन्स कॉलनी, ब्लॉक नं: ट्रोम्बे रोड, रोड नं: मानखुर्द मुंबर्ड , महाराष्ट्र, मुम्बर्ड. पिन कोड:-400088 पॅन नं:-ADAPN5165E



सह दुस्यम निबंधक वर्ग - र असे छूर है

मुल्यांकनामाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारनाना निवडलेला अनुच्छेद :-:

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

#### Payment Details

sr.	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	PRITI NILESH NIKTE	eChallan	03006172023031800548	MH016979116202223M	588400.00	! SĎ	0000663824202324	27/04/2023
2		DHÇ		2604202303141	1600	RF	2604202303141D	27/04/2023
3		DHC		2604202302774	1600	RF	2604202302774D	27/04/2023
4	PRITI NILESH NIKTE	eChallan		MH016979116202223M	30000	RF	0000663824202324	27/04/2023

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





#### CHALLAN MTR Form Number-6

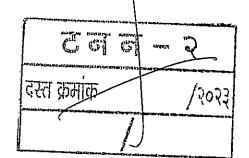
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Stamp Duty Type of Payment Registration F	ee	-	TAX ID / 7	AN (If Any)			ALL HOLD	and the same of	- BINNIN	<u> </u>		— <u> </u>
			PAN No.(II	Applicable)			0	1	1	i	<del>)</del>	حی
Office Name THN5_THANE NO	5 JOINT SUB REGIS	TRA	Full Name	)	PRITI NIL	ESH NI	KTE					
Location THANE												
Year 2022-2023 One Ti	ime		Flat/Block	No.	FLAT NO	1612,16	STHF	LOOF			<del>-</del>	
Account Head D	etails	Amount In Rs.	Premises/	Building								
0030046401 Stamp Duty		588400.00	Road/Stre	et	TOWER F	RUNW	'AL LA	NDS	END			
0030063301 Registration Fee		30000.00	Area/Loca	lity	KOLSHET	THANE	 :					
			Town/City	/District								
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Total		6,18,400.00	Words	у						•		
Payment Details PUN	IJAB NATIONAL BANK			FO	R USE IN I	RECEIV	ING E	BANK	 :			$\dashv$
. Cheque	-DD Details		Bank CIN	Ref. No.	03006172	2023031	80054	18 20	03231	 M907	7497	
Cheque/DD No.			Bank Date	RBI Date	20/03/202				ot Veri			RBI
Name of Bank			Bank-Branc	h	PUNJAB	NATION	IAL B				<del></del>	
Name of Branch			Scroll No.,	Date	Not Verifi							-
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Department ID : Mobile No. : 9769193640 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोदंगी करावयाच्या दस्तांसाठी लागु आहे. नोदंगी न करावयाच्या स्टीसिठा कर चलन लागु

The state

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Print Date 20-03-2023 05:44:52









THIS AGREEMENT FOR SALE ("this Agreement") is executed at the place and on the date as mentioned in the Second Schedule hereunder written.

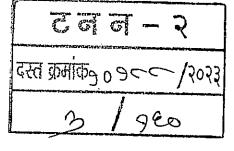
#### BETWEEN

RUNWAL CONSTRUCTIONS (PAN NO. AAAFR1211Q) a Partnership Firm duly registered under the Partnership Act, 1932 and having its registered office at 5<sup>th</sup> Floor, Runwal & Omkar Esquare, Opp. Sion-Chunabhatti Signal, Sion (East), Mumbai - 400 022 represented by its Partner/Authorized Signatory as mentioned in the Second Schedule hereinafter referred to as the "PROMOTER" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns) of the ONE PART;

AND

Promoter

Page 1 of 128



THE ALLOTTEE (mentioned in the Second Schedule hereunder written), (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual, his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenery and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company, its successors and permitted assigns) of the OTHER PART

#### WHEREAS:

- A. Bombay Wire Ropes Limited is the owner of all those pieces and parcels of lands totally admeasuring around 1,55,697.71 Sq. Mtrs. lying, being and situated at Village Kolshet, District Thane as more particularly described in the First Schedule –Part I appearing hereunder (hereinafter referred to as the "said Larger Land").
- B. By and under a Development Agreement dated 29th December 2005 ("the Development Agreement") executed between Bombay Wire Ropes ("BWR") as the Vendor of the First Part, Warden Synplast Pvt. Limited ("Warden") being the Confirming Party of the Second Part and Runwal Constructions, the Promoter herein, as the Developer of the Third Part and registered with the office of the Sub-Registrar of Assurances at Thane-2 under Sub-No. 3344/2006, BWR granted the irrevocable development 3UB-Party and the said Larger Land in favour of the Promoter herein for the consideration and on the terms and conditions as more particularly dementaged the sub-Registrar of Assurances at Thane-2 under Sub-Party and on the terms and conditions as more particularly described in the First Schedule-Part II appearing hereunder (hereinaster referred to as the "said Land") and as certified in the Title Report dated 7th



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February 2022, issued by INDIALAW LLP and uploaded on the website of the Authority (defined below) at https://maharera.mahaonline.gov.in.

- C. By and under an Irrevocable Power of Attorney dated 28th February 2006, in favour of Promoter herein (acting through its Partners Subhash Runwal, Sandeep Runwal, Subodh Runwal and Chanda Runwal) and registered with the Sub-Registrar of Assurances, Thane-2 under Serial No.633/2006, BWR inter alia granted several powers and authorities to the Promoter in pursuance of the Development Agreement for the development and construction of building/s on the Larger Land.
- D. Thereafter, BWR, Warden and Promoter herein executed a Supplementary Agreement dated 21st June, 2006 recording certain alterations and changes in the terms of the said Development Agreement, as more particularly contained therein.
- E. It is stated that as per the norms and regulations of the planning authority viz. Thane Municipal Corporation (TMC) and as per certain orders passed by the Government of Maharashtra some portions of the Larger Land (however excluding the said Land) are affected by the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 (ULC Act). Accordingly, portion of land admeasuring approximately 22,835 square metres of land has been handed over to MHADA/ Govt of Maharashtra in 1994 and another portion of land admeasuring approximately 50,333 square metres of land is under various reservations in the development plan including mangroves, ULC, reservations for the welfare of the public etc. ("Area under Reservation"). After deduction of the Area under Reservation, the Pr entitled to develop the said Land.
- F. Pursuant to above, the Promoter is entitled to construct darior the said Land. The Promoter is undertaking the development of as a single layout for residential use with supporting commercial/shop phase-wise manner as per the permissions/approvals granted/ to be by the concerned authorities from time to time. The principal and material aspects of the development on the said Land ("Whole Project" as defined below) are as follows:-

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Promoter

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Femoter proposes to carry out construction on the said Land by consuming such FSI/TDR as may be available in any form, from time to time, upon the said Land/Larger Land if any, or due to change in the applicable law or policy of Thane Municipal Cooperation (TMC), or otherwise, on any other portion of the land comprising the said Larger Land, as the case may be. The Promoter has prepared a proposed master layout showing the development proposed on the said Land ("Proposed Master Layout"). The Proposed Master Layout has been uploaded on https://maharera.mahaonline.gov.in. In relation to this, the Promoter is entitled to amend, alter, modify and/or substitute the Proposed Master Layout, in full or in part, as may be required/ permissible including due to any change in the applicable law from time to time.

- It is clarified that the Promoter will be entitled to develop, transfer, (ii) dispose of, use, operate, manage and otherwise monetise the Project (as defined hereinafter) and other developments on the said Land in the manner it deems fit and proper and the Allottee will have no right to raise any objection/dispute with regard thereto. The Promoter, at its sole discretion, shall be entitled to formulate such rules and regulations or impose such terms and conditions as may be necessary for the use and operation of the aforesaid development as it may deem fit and proper.
- (iii) It is further clarified that the Area under Reservation may get altered/changed/revised as per the amendment in plans/regulations from time to time. The Allottee shall not raise any dispute and/or objection with respect to the same against the Promoter.

G. er spanse developing the Whole Project (as defined hereinafter) East Room as "Codename - Enchanted". Out of the Whole Promoter is presently in the process of developing and structing a residental building/tower known as "RUNWAL LANDS (Tower-E) (\*Project Building") more particularly shown on the plan innexed hereto and marked as Annexure "A", on a portion of the said Land admeastring about 1219 sq. meters (plinth area) ("hereinaster refer ed to as

Promoter

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- Q. The Promoter will be entitled to develop the said Land by itself or in joint venture with any other person and will also be entitled to mortgage and charge the said Land and the structures to be constructed thereon from time to time.
- R. The Project Building is proposed as a "real estate project" by the Promoter to be known as "Runwal Lands End" and has been registered as a 'real estate project' ("the Project") with the Real Estate Regulatory Authority ("Authority"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("RERA Rules"). The Authority has duly issued a Certificate of Registration bearing No. P51700046298 dated 25/08/2022 ("RERA Certificate") and a copy of the RERA Certificate is annexed and marked as Annexure "B" hereto.
- S. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates, Planning and Architectural consultants, as deemed fit. The Allottee has agreed and consented to the development of the said Land in a phase-wise manner. The Allottee has also examined all documents recited hereinabove and the documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.
- T. The principal and material aspects of the development of the Projects sanctioned under the RERA Certificate, are bright salted bear.

namely Tower-F (Project Building).

- (i) The name of the Project shall at all times be landwn as "Runwa"

  Lands End". The Project shall consists of Petagential building
- (ii) The details of the Project Building are as specified in the Third Schedule hereunder written and as set out in the sanctioned plan in Annexure- A hereto.

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ENCHANTED TOWER F - 069

Promoter

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- (iii) The Project shall comprise units/premises consisting of apartments and flat/s and tenement/s as per the details provided on RERA website;
- (iv) The Promoter will develop certain common areas and amenities as part of the Project. The common areas and amenities provided in the Project for the benefit of the allottees of the Project are listed in the Fourth Schedule- Part I hereunder written ("Project Common Areas and Amenities").
- (v) The Promoter may develop certain common areas and amenities on portions of the said Land which may be utilised by the Allottee as well as the other allottees of the Whole Project, more particularly listed in the Fourth Schedule Part II hereunder written ("Whole Project Common Areas and Amenities").
- (vi) The Promoter shall be entitled to put hoarding/boards of their Brand Name or such other hoardings/boards for advertisement purposes in the form of Neon Signs, MS Letters, Vinyl & Sun Boards on the said Land and/or the Project and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time, at all times. The Promoter shall also be entitled to place, select, decide hoarding/board sites and be entitled to a full and free unconditional right of way and means and access to such place or places for the purpose of repair, maintenance, painting or changing the logo/ signs. The Allottees confirm that they shall not object to the same.
- (vii) The Promoter shall be entitled to designate any spaces/areas in the Project (including on the terrace and/or at the basement levels of the Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, ainage and radio and electronic communication) to be availed by the Allottee and other allottees of apartments/flats in the Projects such designation may be undertaken by the Promoter than lease. Hence and license basis and/or any other method as a deemed it and proper. For this purpose, the Promoter may lay and

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Purchaser/s

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provide the necessary infrastructures such as cattles, pipes meters, antennae, base sub-stations, towers etc.

- (viii) The details of formation of the Society and conferment of title upon the Society with respect to the Project, are more particularly specified in Clauses 19 and 20 below.
- (ix) The TMC has sanctioned/approved the building plans of the Project dated 16th February 2022 and has also issued a Commencement Certificate ("CC") vide No. TMC/TDD/3971/22 dated 16th February 2022. Copy of the Permission/ and CC is annexed hereto and marked Annexure "C" hereto. Approvals/Commencement Certificate as and when sanctioned/amended by TMC from time to time with respect to the Project, shall be uploaded on RERA website.

The above details along with the annexures to the RERA Certificate, are available for inspection on the website of the Authority at <a href="https://maharera.mahaonline.gov.in.">https://maharera.mahaonline.gov.in.</a>

- U. The Allottee/s is/are desirous of purchasing residential premises forming part of the Project (hereinafter referred to as "the said Premises"), details whereof, are more particularly described in the Second Schedule hereunder written.
- V. The Promoter has entered into standard agreement/s with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.
- W. The Promoter has appointed a structural Engineer for the Epselve after of the structural design and drawings of the building and the Project shall be under the professional supervision of the Arglareat and structural Engineer (or any suitable replacements / supplied the the completion of the Project.
- X. The Promoter has the right to sell the said Premises in the Project to be constructed by the Promoter and to enter into this Agreement with the

Promoter

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- Y. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said Land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under RERA and the Rules and Regulations made thereunder, including *inter-alia* the following: -
  - (i) All approvals and sanctions issued by the competent authorities for the development of the Project and Whole Project including layout plans, master plan, approved plans, building plans, floor plans, change of user permissions, C.C., Parking Plans, MOEF EC, etc. and such other documents as required under Section 11 of RERA;
  - (ii) All title documents by which the Promoter has acquired the right and entitlement to develop the said Land;
  - (iii) All the documents mentioned in the Recitals hereinabove;
  - (iv) Title Report dated 7th February 2022 issued by Advocates Indialaw LLP ("Title Certificate"), certifying the right/entitlement of the Promoter, a copy whereof is annexed hereto and marked as Annexure "D"; and
  - (v) The certified true copies of the 7/12 Extracts for the said Land are annexed hereto and collectively marked as Annexure "E".
- Z. The copy of the floor plan of the said Premises, is annexed and marked as Annexure "F" hereto.

AA. White infectioning the plans, approvals and permissions as referred to the UB- approval authorities have laid down certain terms, conditions, supplications and restrictions which are to be observed and performed by the Promoter while developing the Project and upon due observance and performance of which only, the Occupation Certificate in respect of the Project shall be granted by the competent authority.

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written, in accordance with the plans, designs and specifications as hereinabove, and as approved by the TMC from time to time. The Project shall have the Project Common Areas and Amenities and the Whole Project Common Areas and Amenities that may be usable by the Allottee as listed in the Fourth Schedule Part I and Part II respectively hereunder written.

PROVIDED THAT the Promoter may have to obtain prior consent in writing of the Allottee in respect of any variations or modifications which may adversely affect the said Premises of the Allottee, except, any alteration or addition required by any Government authorities, or, due to change in law, or any change as contemplated by any of the disclosures already made to the Allottee.

## Purchase of the Premises and Sale Consideration:

- The Allottee hereby agrees to purchase and acquire from the Promoter and the Promoter hereby agrees to sell to the Allottee, the said Premises more particularly described in the Second Schedule hereunder written for the Sale Consideration (as more particularly mentioned in the Second Schedule hereunder written). The said Premises are marked in Red colour hatched lines on the floor plan annexed and marked as Annexure "F" hereto.
- (ii) The Promoter shall allot to the Allottee parking space/s being constructed on the basement/podium/stilt as more particularly mentioned in the Second Schedule hereunder written and hereinafter referred to as the "Parking Space", the cost of which the Sale Consideration. The exact location of the be finalized by the Promoter at the time of handi-
- (iii) The Allottee has paid on or before the execution of this Agree payment of the Sale Consideration of the sale Premises particularly mentioned in the Sixth Schedule hereunde hereby agree/s to pay to the Promoter the balance amount of the Sale Consideration as and by way of instalments in the manner more particularly mentioned in the Sixth Schedule hereunder written.

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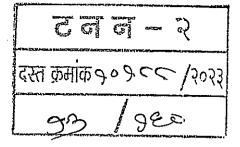
- The Allottee agrees to pay the Sale Consideration in instalments as set (iv) out in Sixth Schedule hereto, along with applicable taxes, within 15 (Fifteen) days from the date of written demand made by the Promoter in respect thereof, subject to deduction of applicable TDS as per the Income Tax Act, 1961. The TDS shall be deducted at the time of making payment of instalment and remitted by Allottee in the government account in accordance with the provisions of the Income Tax Act, 1961. The Allottee further agrees and undertakes to submit to the Promoter. the original TDS Certificate within 7 (seven) days from the date of payment of TDS. The Allottee is aware and agrees that it is only upon the Allottee submitting the TDS Certificate to the Promoter, that the amount of TDS shall be credited to his account. On the failure of the Allottee in submitting the TDS Certificate, the Promoter shall be entitled not to give credit to the Allottee in respect of the amount of TDS. Further, the Allottee is aware that payment of TDS in the government account is solely the responsibility of the Allottee and in the event of the Allottee not paying the TDS in accordance with the provisions of Income Tax Act, 1961, the Allottee alone shall be liable for the consequences as per the Income Tax Act, 1961, and the Promoter shall not be responsible for non-payment or delayed payment thereof.
- (v) It is clarified that the Sale Consideration shall be payable by the Allottee in the Bank Account more particularly mentioned in the Sixth Schedule hereunder written ("the said Account"). It is clarified that in accordance with RERA and the RERA Rules, 70% of the Sale Consideration shall be transferred in the Bank Account more particularly mentioned in the Sixth Schedule hereunder written ("the RERA Account").

(vi) The sale Consideration excludes laxes (consisting of tax paid or payable of the Superior ST and all levies, duties and cesses or any other indirect taxes which the project and/or with respect to the said Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses on the said Premises and/or with respect to the said Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses on the said Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses on the said Premises and/or this Agreement. It is clarified that all such taxes, levies, duties, cesses on the said Premises and/or this Agreement.

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Consideration of the said Premises as more particularly mentioned in the Sixth Schedule hereunder written, (the payment and receipt whereof the Promoter does hereby admit and acknowledge).

- GG. Under Section 13 of RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee i.e. this Agreement and is also required to register this Agreement under the provisions of the Registration Act, 1908.
- HH. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase and acquire, the Premises and the parking space on the specific terms and conditions as set out herein below.
- II. The list of Annexures attached to this Agreement are stated hereinbelow:-

Annexure "A"	Project Building Plan
Annexure "B"	RERA Registration Certificate
Annexure "C"	Commencement Certificate No. TMC/TDD/3971/22 dated 16th February 2022
Annexure "D"	Title Certificate 7 <sup>th</sup> February 2022 issue by INDIALAW LLP
Annexure "E"	Copies of 7/12 Extracts
Annexure "F"	Typical Floor Plan

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

The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same have been set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in department.

The Properer shall conditruct the Project comprising of a residential building being the Project Building to be known as "Runwal Lands End" (Tower-F) consisting of such floors as described in the Third Schedule hereunder

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- BB. Further, (i) the requisite approvals and sanctions, for development of the Project from the competent authorities are obtained and/or are being obtained, and (ii) all approvals and sanctions from other relevant statutory authorities as may be required for development of the Project are applied for and/or in process of being obtained and/or obtained by the Promoter. The Promoter has accordingly commenced construction of the Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.
- CC. Prior to execution of this Agreement, the Allottee has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Project Land and the said Land, and such title being clear and marketable; (ii) the approvals and permissions (including plans and CC) obtained till date and (iii) the Promoter's entitlement to develop the Project Land and the Project and to construct the Project thereon as mentioned in this Agreement and applicable law and to sell the premises therein. The Allottee undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm(s) that the Allottee has/have the financial capability to consummate the transaction.
- DD. The carpet area of the said Premises as defined under the provisions of RERA, is mentioned in the Second Schedule hereunder written.
- EE. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing the exercises.
- FF. The Promoter has agreed to sell to the Allottee and the Allottee has agreeded purchase and acquire from the Promoter, the said Premises upon the rans and conditions mentioned in this Agreement and at of for the price more particularly mentioned in the Sixth Schedule hereunder written Sale Consideration") payable by the Allottee to the Promoter in the manner set out in the Sixth Schedule hereunder written. Prior to the execution of these presents, the Allottee has paid to the Promoter part payment of the Sale

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the proportionate share of property tax towards land under construction, duties and impositions applicable and/or levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof. All these payments will be made by the Allottee as and when called upon by the Promoter and/or as required by the concerned Government or authority, as the case may be. The Allottee agrees and accepts that the Sale Consideration value is arrived at mutually as per prevailing market rates and conditions, after considering the benefit of any additional input tax credit accruing to the Promoter under the GST law. Post absorption of the incremental tax impact under GST by the Promoter, to the extent absorbed by it, the Allottee/s hereby unconditionally and irrevocably agrees and accepts that the Promoter has no further obligation to pass any additional benefit under the antiprofiteering provisions under Section 171 of CGST Act, 2017.

- (vii) The Sale Consideration is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / relegipation / demand, published/issued in that behalf to that the along article along article applicable only for subsequent payments.
- (viii) It is agreed between the parties that in the event the Allottee has/have availed of the benefit of any subvention scheme or any other tempers may have been made available to the Allottee, the terms and conditions of such scheme including the subvention scheme and any letters, NOCs, Indemnity Bonds, Deeds, Agreements/Tripartite Agreements, MOUs,

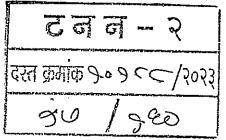
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etc. as may have been executed between the Promoter and the concerned Banks/Financial Institutions shall apply and the Allottee/s shall comply with the same. The Promoter shall also be authorized to take such steps under the schemes and documents executed in that regard, as deemed fit by the Promoter.

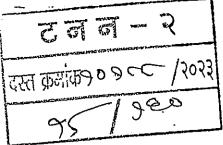
(ix) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said building is complete and the Occupation Certificate is granted by the TMC or such other competent authority, by furnishing details of the changes, if any, in the carpet area, as mentioned in the Second Schedule hereunder written subject to a variation cap of 3% (three per cent). The total Sale Consideration payable on the basis of the carpet area of the Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area, and if such reduction is more than the defined limit of 3% (three per cent), then the Promoter shall refund the excess money paid by Allottee for the area above and beyond 3%, within 45 (forty-five) days (with interest at the rate specified in the RERA Rules) from the date when possession of the said Premises shall be offered by the Promoter, till the date of refund. If there is any increase in the carpet area, over and above the defined limit of 3% (three per cent), then the Promoter shall demand additional amount for the area above and beyond the 3% from the Allottee towards Sale Consideration, which shall be payable by the Allottee prior to taking possession of the Premises. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this Clause, shall be made at the same rate per square metre as agreed herein. The Allettee will not have any right to claim possession of the said Premises till the Allottee makes payment of all dues towards the consideration of the said Premises as well as other charges

Allower Euthorizes the Promoter to adjust/appropriate all payments in a payments in a payments in a payments in any head(s) of dues against lawful outstanding, if any, in his/her/its name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/ANE.

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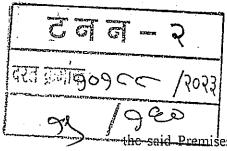
- (xi) On a written demand being made by the Promoter upon the Allottee with respect to a payment amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee shall pay such amount to the Promoter, within 15 (fifteen) days of the Promoter's said written demand, without any delay, demur or default. If the Allottee fails to make payment of any amounts in terms of this Agreement within the time as specified herein, then, the Promoter shall be entitled to recover and the Allottee shall be liable pay the same to the Promoter with interest at the Interest Rate (defined hereinafter), on all delayed payments, for the period of delay viz. computed from their respective due dates, till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.
- (xii) If the Allottee 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 in Sixth Schedule herein below (which will not absolve Allottee of its responsibilities under this Agreement).
- (xiii) The Promoter shall be entitled to securitise the Sale Consideration and other amounts payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make poment of the Sale Consideration and other amounts payable in the container of the Sale Consideration and other amounts payable in the container of the Sale Consideration and other amounts payable in the container of the Sale Consideration and other amounts payable in the container of the Sale Consideration and other amounts payable in the container of the Sale Consideration and other amounts payable in the container of the Sale Consideration and other amounts payable in the container of the Sale Consideration and other amounts payable in the container of the Sale Consideration and other amounts payable in the container of the Sale Consideration and other amounts payable in the container of the Sale Consideration and other amounts payable in the container of the Sale Consideration and other amounts payable in the container of the Sale Consideration and other amounts payable in the container of the Sale Consideration and other amounts payable in the container of the Sale Consideration and other amounts payable in the Container of the Sale Container of the Sa

4. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the TMC or any other authority at the time of sanctioning the plans of the Project or thereafter and shall, before handing over possession of

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the said Premises to the Allottee, obtain from the TMC, the Occupation Certificate in respect of the said Premises.

- 5. Time is of the essence of this Agreement for the Promoter as well as the Allottee. The Promoter shall abide by the respective time schedules for completing the said Premises and offering possession of the Premises to the Allottee after receiving the Occupation Certificate in respect thereof as per the terms of these presents. Similarly, the Allottee shall make timely payments of all instalments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.
- 6. The Promoter has notified and the Allottee is aware that the Project Common Areas and Amenities to be provided in the Project shall be completed only at the time of completion of the Project (subject to any Force Majeure event). Similarly the Whole Project Common Areas and Amenities to be provided in the Whole Project shall be developed in a phase-wise manner and may be shared by all the respective allottees and occupants therein and that the same will be completed on or before completion of the Whole Project (subject to any Force Majeure event). It is further clarified that the amenities and facilities comprised in the said Project as well as the Whole Project may not be ready at the time of the Promoter offering possession of the said Premises to the Allottee and may not be available for use and enjoyment immediately. The Allottee agrees and confirms not to raise any dispute in respect thereof in any manner whatsoever.
- 7. FSI, TDR and development potential with respect to the said Project on the said Land:

The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Project (including by utilization of the full development potential and as per Unified DCR) in the manner more provided herein and the the plans and specifications pertaining thereto and the Allottee has agreed to purchase the sufficients based on the unfettered and vested rights of the Promoter in this regard. It is clarified that the Promoter will be entitled to utilise the FSI enturating from the said Land/Larger Land (including TDR,

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incremental FSI or any other benefit whether on payment of any premium or otherwise, by whatever name called) in any manner and on any portion of the said Land as it deems fit and proper and the Allottee shall not demand subdivision of the said Land in any manner whatsoever.

8. FSI, TDR and development potential with respect to the Proposed Future and Further Development of the said Land/ Whole Project:

The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Whole Project on the said Land (by utilization of the full development potential and as per Unified DCR) and to develop the same in phase-wise manner and has undertaken/ will undertake multiple real estate projects as may be amended from time to time and the Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard. It is clarified that the Promoter will be entitled to utilise the FSI/TDR/premium FSI etc. emanating from the said Land / Larger Land (including TDR, incremental FSI or any other benefit whether on payment of any premium or otherwise, by whatever name called) in any manner and on any portion of the said Land as it deems fit and proper and the Allottee shall not demand sub-division of the said Land in any manner whatsoever.

9. Possession Date, Delay and Termination:

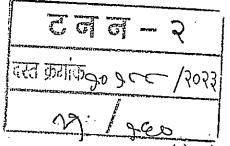
the Allottee by 30<sup>th</sup> June, 2028, subject to a grace period of 12 months. It is however clarified that the aforesaid date shall be only the ender of possession date and for all claims of interest/delayed possession and legal purposes, the actual possession date shall be the project completion date declared by the Promoter in the RERA Registration Certificate of 30<sup>th</sup>. June 2029 or as may be extended by RERA ("Possession Date"). Provided however, that the Promoter shall be entitled to such extension of time beyond the Possession Date for giving delivery of the Premises that is equivalent to the entire period of the delay caused due to any /all the event/s, beyond the control of the Promoter ("Extended Date"), as listed hereinafter:

Promoter

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Purchaser/s

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(a) Any force majeure events;

- (b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- (c) Any stay order/injunction order issued by any Court of Law, competent authority, TMC, statutory authority:
- (d) Any epidemic or pandemic and/or any order issued by any competent authority pursuant to any epidemic or pandemic;
- (e) Any other circumstances that may be deemed reasonable by the Authority.
- (f) the Promoter has complied with all its obligations and terms and conditions but there is delay or refusal to issue any of approvals, including occupation certificate/s, as may be required in respect of the Project to be issued by any Governmental Authority.
- (ii) If the Promoter fails to offer possession of the said Premises to the Allottee on the project completion date as declared under RERA (subject to any extensions on account of any force majeure events), then the Allottee shall be entitled to exercise either of the following options: -
- (a) call upon the Promoter by giving a written notice by Registered Post A.D. at the address provided by the Promoter ("Interest Notice"), to pay interest at the rate of interest specified in Rule 18 of the Real Estate (Regulation and Development) (Registration of the Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (hereinafter referred to as "RERA Rules") for every month of delay from the expiry of the extended period for delivery of possession till actual offer 3U20 Ross ssion ("the Interest Rate"), on the amount of Sale Consideration at the Allottee. The interest shall be paid by the Promoter to the Allottee

remises to the Allottee;

Promoter

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OR

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- (b) the Allottee shall be entitled to terminate this Agreement by giving a written notice to the Promoter by Registered Post A.D. at the address provided by the Promoter ("Allottee Termination Notice"). On the receipt of the Allottee Termination Notice by the Promoter, this Agreement shall stand automatically and ipso facto terminated and cancelled. Within a period of 30 days from the date of receipt of the Allottee Termination Notice by the Promoter, the Allottee shall execute and register the formal Deed of Cancellation as may be specified by the Promoter and upon registering the same, the Promoter shall refund to the Allottee by a post dated cheque within 30 (thirty) days from the date of registration of the Deed of Cancellation, the amounts already received by the Promoter under this Agreement with interest thereon at the Interest Rate, to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest are repaid to the Allottee. On receipt by the Promoter of the Allotee Termination Notice, the Allottee shall have no claim of any nature whatsoever in respect of the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or the car park in the manner it deems fit and proper.
- In case the Allottee elects its remedy under sub-clause 9(ii) (a) above then in such a case the Allottee shall subsequently not be entitled to the remedy under sub-clause 9(ii) (b) above and shall be deemed to be continuing in the Project with the date of possession as may be revised by the Promoter, without claiming any further compensation or damages in that residul point the Promoter.

# 11. DEFAULT OR FAILURE IN PAYMENT OF PURCHASE PR

Notwithstanding anything to the contrary contained in the Agreeme specifically agreed that:

(a) The time for making payments of each of the installments of the Sale Consideration as mentioned this Agreement and of the other amounts as mentioned in this Agreement is strictly of the essence of this contract and any delay by the Allottee/s in making the said payment/s shall forthwith render this Agreement terminable and voidable at the sole and exclusive

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option of the Promoter without any further act and/or reference and/or recourse to the Allottee/s and in the event of the Promoter so terminating this Agreement, the Promoter shall be entitled to forfeit 10% (Ten Percent) of the total Purchase Price (excluding any taxes or stamp duty, interest at the said Interest Rate on delayed and unpaid installments or other amounts) from the amounts till then received by the Promoter from the Allotee/s; and thereupon the Promoter shall also be free and entitled in its own right to deal with the said Premises and car park and the Promoter's rights therein, in any manner as the Promoter in its sole discretion deems fit and proper, without any reference and/or payment whatsoever to the Allottee/s; and without the requirement of obtaining any orders of declaration of termination from any Courts; and without the requirement of execution of any document or deed of cancellation.

A termination letter issued by the Promoter to the Allottee's regarding (b) such termination shall effectively terminate this Agreement and thereupon the Allottee/s shall have no right, title, interest, share, claim or demand in to or upon the said Premises and/or any part thereof and/or otherwise against the Promoter in any manner whatsoever and howsoever arising. The Allottee/s hereby undertake/s with the Promoter that in such an event of termination, the Allottee/s shall forthwith handover the original registered set of this Agreement to the Promoter. The refund pursuant to the termination as provided in Clause [a] shall be made by the Promoter to the Allottee/s (without any interest thereon) within 3 (three) months of the sale by the Promoter of the said Premises to a third party or completion of the construction of the entire Proposed Building, whichever is earlier. The amount of refund in such an event shall further be subject to deduction of any taxes paid and other amounts expended by the Promoter pursuant to this Agreement (including inter alia any brokerage charges paid by the Promoter in pursuance of the transaction recorded in this Agreement); and s payable by the Allottee/s hereunder as may be payable up nination, as well as the costs incurred by the Promoter in fiew willing acquirer/transferee who may acquire the said Preprises (including but not limited to brokerage charges as may be the Promoter in that behalf). It is clarified that in the event if

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s has/have obtained athousing finance or loan from any bank

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or financial institution by offering the rights of the Allottee's under this Agreement or the said Premises, then and in such an event, the refund pursuant to this Clause (a) (b) shall be made by the Promoter directly to the lender from whom the Allottee/s may have obtained such housing finance or loan and balance amount, if any refundable, shall be paid by the Promoter to the Allottee/s.

- (ii) The Allottee/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Promoter /its transferee/s/allottee/s/nominee/s and/or otherwise in to upon the said Premises in such an event PROVIDED HOWEVER THAT the Promoter shall not exercise the aforesaid right of termination unless and until a notice of 15 (Fifteen) days demanding payment of the due installment is given to the Allottee/s and even thereafter, the Allottee/s fail to make payment of the relevant installment PROVIDED FURTHER THAT strictly without prejudice to the aforesaid, the Promoter in its sole and absolute discretion may, instead of treating this Agreement void as aforesaid, pennit the Allottee/s to pay the said installments after their respective due dates but after charging interest thereon at the Agreed Interest Rate on such outstanding amounts (from the date such amount/s has/have become due to be paid by the Allottee/s till the date of actual payment thereof).
- (iii) In the event of any delayed payment being received by the Promoter from the Allottee/s, the Promoter shall notwithstanding any instructions to the contrary by the Allottee/s accompanying such payment, appropriate the amount received first towards the interthe Allottee/s in respect of the delayed payment and in principal amount of the delayed payment.
- The Project Common Areas and Amenities in the Project that m 12. by the Allottee are listed in the Fourth Schedule Part I berewater The Whole Project Common Areas and Amenities in the whole Project may be usable by the Allottee are listed in the Fourth Schedule Part II hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed in the Fifth Schedule hereunder written.

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13. Procedure for taking possession:

- a. Upon obtainment of the Occupancy Certificate including part occupation certificate/s from the TMC or such other competent authority and upon payment by the Allottee of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee in writing ("Possession Notice"). The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate of the Project, provided the Allottee has made payment of entire Sale Consideration and all other amounts due and payable in terms of this Agreement.
- b. The Allottee shall take possession of the said Premises within 15 days of the Possession Notice. If the Allottee fails to take possession of the said Premises within the aforesaid period, then the Allottee shall bear and pay to the Promoter separate/independent pre-estimated and fixed charges calculated at the rate of Rs.10/- per square feet Carpet Area (RERA) of the said Premises, per month (Holding Charges).
- Clause 15(i) above, the Allotted shall take possession of the said Premises from the Promoter by executing necessary Possession Letter, indemnities, undertakings, declaration and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee.

  Irrespective of whether the Allottee takes or fails to take possession of the Premises within the time provided in Clause 15(ii) above, such Allottee shall continue to be liable to pay maintenance charges and allottee shall continue to be liable to pay maintenance charges and allottee.

Within 15 (fifteen) days of receipt of the Possession Notice, the Hottee shall be liable to bear and pay his/her/its proportionate share in proportion to the carpet area of the said Premises, of outgoings

sees with respect to the Premises from the date mentioned in

on Notice, which shall be over and above the Folding

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in respect of the Project and said Land including inter-alia local taxes. property tax, NA tax, betterment charges, other indirect taxes of every nature, or such other levies by the TMC or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers, one time club membership charges (non -refundable) and usage charges, maintenance and upkeep of common areas and facilities and all other expenses necessary and incidental to the management and maintenance of the Project and/or the said Land. Until the Society is formed and the Society Conveyance is duly executed and registered, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee further agrees that till the Allottee's share is so determined by the Promoter at its sole discretion, the Allottee shall pay to the Promoter provisional monthly contribution per month towards the outgoings as per Seventh Schedule subject to actual cost to be determined at the time of handover of possession of the said Premises and/or handover of the charge of the affairs of the Project Building/s to the Society/ies at the discretion of the Promoter. The Allottee agrees that in the event of any deficit /shortfall if any, in respect of the advance maintenance charges/outgoings collected from him/her, upon reconciliation of accounts at the time of such handover of statement of accounts to the organisation/ Society, he/she shall be bound and liable to make the payment in that regard upon demand by the Promoter. The amounts so paid by the Allottee to the Promoter shall not carry any interest and shall remain with the Promoter until the Society Conveyance is duly executed and registered. C of the Society Conveyance, the aforesaid deposits less as provided for in this Agreement, shall be paid over to the Society.

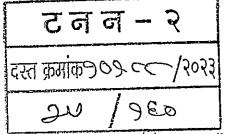
14. If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee, the Allottee brings to the notice of the Promptanta's structural defect in the said Premises or the said building or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in

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case it is not possible to rectify such defects, then the Allottee may be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the wilful default and/or negligence of the Allottee and/or any other allottees in the Project or by wear and tear in regular course. The Allottee is notified and is aware that all natural materials that are to be installed in the said Premises and/or in the Project and/or that form part of the amenities, including, tiles, timber etc., are susceptible to tonality differences, and their non-conformity, natural discoloration, or variations at the time of installation will be unavoidable. The Allottee is further informed and agrees that the warranties with respect to any equipment, appliances and electronic items (white goods) provided by the Promoter in the said Premises or in the said Project, as the case may be, shall be as per the standard warranties provided by their respective manufacturers only and in the event of any defect in such equipment, appliances and electronic items, the Allottee shall deal with the concerned dealer/equipment installer/manufacturer directly and the Promoter shall not be liable for the same. It is agreed and acknowledged that beyond the manufacturer warranties, annual maintenance contracts shall be obtained by the Allottee/s, Society, Project Apex Body, and/or the Federation as the case may be at its costs and expenses. It is further agreed that the appliances and electronic items installed and forming part of the said Premises and/or the Project as the case may be, shall be maintained, serviced and repaired only by the manufacturers, suppliers, dealers or authorized third party maintenance providers and if such equipment, appliances and electronic items are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the manufacturers, suppliers, dealers or authorized third party maintenance providers, then the warranties in respect the eof shall

The Anotice shall use the said Premises or any part thereof or permit the same to be used only for residential purpose. The Allottee shall use the car parking space only for purpose of parking vehicle.

6.44 CAR PARKING

ed void.

a. The Allottee is/ are aware that as a part of the Project

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Buildings/Project the Promoter is constructing basement and ground floor which consists of several/covered/ stilt/basement/podium/ mechanically operated/ stack car parking spaces to be used by the Allottees of the residential flats in the Project Buildings/ Project. The Allottee is also aware that the basements and podium may/shall be constructed in common for the buildings constructed/to be constructed in the Whole Project inclusive of the said Project and all future phases to be developed on the said Land and car parking space/s to be allotted to the Allottee shall be located anywhere in the basement area irrespective of location of the said Premises or Project Building. The Allottee hereby agrees and undertakes not to raise any dispute with regards to allotment of car parking space.

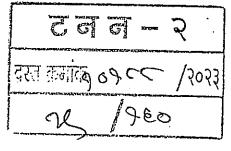
- b. The Allottee is/ are aware that the open car parking spaces (if allotted) are part of the said buildings common amenity which shall be owned by the Promoter/ Society /Apex Body/ Federation and the Allottee's right to use such open car parking spaces shall be subject to the rules and regulations, as and when framed in respect of the said Project Building.
- c. The Allottee is/ are aware that the Promoter shall be allocating other car parking space/s like covered/stilt/podium etc. to several allottees of the residential flats in the Project and the Allottee undertakes not to raise any objection in that regard and the rights of Allottee to raise any such objection shall be deemed to have been waived. The Allottee hereby accords his/her/their irrevocable and uncohertison consent to the Promoter to sell/allocate the other to the allottees of the respective residential flags in Allottee hereby confirms warrants and undergates to use parking spaces so allocated to him/ her/ them for the puitpose of parking of car only and not otherwise. The Alloftse here warrants and confirms that the Allottee shall upon formation of the Society/Apex Body/ Federation, as contemplated herein, cause such Society/ Apex Body/ Federation to confirm and ratify the said allocation and shall not shall cause the Society/ Apex Body/Federation to alter or change the allocation of car parking

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spaces in the manner allocated by the Promoter to the various allottees (including the Allottee herein) of the residential flats in the Project Buildings/ Project. The allocation is for smooth functioning and to avoid disputes between Allottees.

#### 17. Formation of the Society and Other Societies:

- a. The Promoter may in its discretion form separate society for Project Building forming part of the Project to be constructed on the Project Land.
- b. Upon 51% of the total number of units/premises in the Project Building being booked by allottees, the Promoter shall initiate the process for applying to the competent authorities to form a co-operative housing society or an association to comprise solely of the Allottee and other allottees of units/premises in that said Project Building, under the provisions of the Maharashtra Co-operative Societies Act. 1960 and the Rules made thereunder, read with the provisions of RERA and the RERA Rules.
- c. The Allottee shall, along with other allottees of premises/units in the said Project Building, join in forming and registering a co-operative housing society or an association under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder, and in accordance with the provisions of the RERA and RERA Rules, in respect of the said Project Building in which the allottees of the respective premises in the said Project Building alone shall be joined as members ("the Society").

forms with gs and documents necessary for the formation and elegistration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and areturn to the Promoter within 7 (seven) days of the same being made available to the Allottee, so as to enable the Promoter to register the

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Society. No objection shall be taken by the Allottee if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

- e. The name of the Society shall be solely decided by the Promoter.
- The Society shall admit all purchasers of flats and premises in the said Project Building as members, irrespective of such purchasers purchasing their respective units subsequent to the formation and registration of the Society, upon the Promoter calling upon the Society to admit such purchasers as its members, without charging any fee, transfer fee, premium or any other amount of any nature whatsoever, from such purchasers.
- The Promoter shall be entitled, but not obliged to, join as a member of g. the Society in respect of unsold premises in the said Project Building, if any. Notwithstanding formation of Society and/or execution of the Society Conveyance (as defined hereinafter), the Promoter shall continue to be entitled to such unsold premises alongwith the unallotted car parking spaces and to undertake the marketing etc. in respect of such unsold premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/ charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society/ Apex Body/Federation for the sale/ allotment or transfer of the unsold premises/ areas in the said wing/ building/ elsewhere, save and except the municipal taxes at a unsold premises) and a sum of Rs. 1000/- (Rupe per month in respect of each unsold premises the
- Project Building of the said Project, the Society shall be responsible for the operation and management and/or supervision of the said wing/building and its common areas, amenities and facilities including payment of all applicable taxes and charges, and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds,

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matters and things as may be required in this regard. Post the receipt of the full occupation certificate of the said Project Building of the said Project, the Allottee shall be liable to bear and pay his/her/its share of outgoings as may be determined by the Society.

- i. It is clarified that the Promoter may at its sole discretion form separate societies for each wing/building in the Whole Project ("Other Societies").
- For the sake of convenience and for ease of management, the Promoter j. may, at its sole discretion form an apex society comprising the Society and the Other Societies in the Whole Project ("the Apex Society/ Federation"). Upon formation of the Project Apex Society/Federation. the Allottee shall be liable to bear and pay his/her/its share of outgoings as may be determined by the Project Apex Society/ Federation.
- k. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies and/or the Project Apex Society/ Federation, including in respect of (a) any documents, instruments, papers and writings, and (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society/Other Societies/Project Apex Society/ Federation and their respective members/ intended members including the Allottee on prorate basis, as the case may be, and the Promoter shall not be liable towards the same.

formation of the Apex Society /Federation, the Promo er shall maintenance and management of such common areas facilities and amenities more particularly specified in the Fourth fredule hereunder written (excluding those handed over to the ty/ Other Societies/ under their respective Society Conveyance). Post the formation of the Apex Society/Federation, the Apex Society/ ederation shall be responsible for the operation and management

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and/or supervision of the said Land, including any common areas facilities and amenities thereon and the Promoter shall not be responsible for the same and the Allottee will have to make necessary contributions and payments as decided by the Federation from time to time.

#### 18. Conveyance to the Society and Other Societies:

a.

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- Within 3 months from the date of issuance of the full Occupation Certificate or the full Completion Certificate with respect to the said Project Building, and subject to the receipt of the entire sale consideration and other amounts due and payable by all the allottees of all the units/premises in the said Project Building, whichever is later, the structure of Project Building comprising the habitable floors and common areas and amenities situated on these habitable floors together with the FSI/development potential consumed in construction thereof, shall alone be conveyed to the Society vide a registered indenture of conveyance, provided however that the basements, podium and stilts shall be retained by the Promoter and shall not be conveyed to the Society ("Society Conveyance"). The Society shall be required to join in execution and registration of the Society Conveyance. The costs, expenses, charges, levies and taxes on the Society Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the receipt of the full occupation certificate, the Society shall be responsible for the operation and management and/or supervision of the said wing/building including any common areas facilities and amenities and the Promoter shares for the same.
- b. The Promoter shall execute and register sale favour of the Other Societies with respectively wings/buildings.
- c. The Allottee for himself and as prospective member of the Society acknowledges that the FSI and development potential of the Project

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arises from the said Land/Larger Land and the Allottee shall neither raise any claim or demand in respect thereof nor seek sub-division of the said Larger Land in any manner whatsoever.

d. It is clarified that the Project Common Areas and Amenities including Whole Project Common Areas & Amenities will be conveyed/ handed over to the Apex Society/Federation.

#### 19. Formation of the Federation:

- a. Within a period of 3 months of obtainment of the full Occupation Certificate or full completion certificate of the last wing/building in the Whole Project, the Promoter shall initiate the process for applying to the competent authorities to form a federation of societies comprising the Society and/or Other Societies on the said Land as the Promoter may deem fit and proper, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with the provisions of RERA and the RERA Rules ("Federation").
- b. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Federation, including in respect of (a) any documents, instruments, papers and writings, and (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be proportionately borne and paid by the Society and/or Other Societies, as the case may be and its members/intended members, and the Promoter shall not be liable toward the same.

Till the demarks of the Federation, the Promoter shall undertake the framemance and management of such common areas facilities and amenities more particularly specified in the Fourth Schedule hereunder wiften (excluding those handed over to the Society/ Other Society synther their respective Society Conveyance). Post the formation of the Federation, the Federation shall be responsible for the

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operation and management and/or supervision of the said Lind, including any common areas facilities and amenities thereon and the Promoter shall not be responsible for the same and the Allottee will have to make necessary contributions and payments as decided by the Federation from time to time.

### 20. Transfer of the said Land to the Federation:

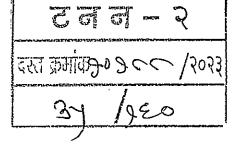
- a. Within a period of 3 (three) months of registration of the Federation, and subject to the receipt of the entire sale consideration and other amounts due and payable by all the allottees of all the units/premises in the Whole Project, whichever is later, the Promoter shall execute or cause to be executed and register a Transfer Deed whereby the Promoter shall transfer/cause to be transferred whether by way of conveyance or lease, as the Promoter may deem fit and proper, all its undivided right, title and interest in the said Land including any areas, spaces, common areas, facilities and amenities in the said Land that are not already conveyed to the respective Society and/or Other Societies in favour of the Apex Society /Federation ("Federation Transfer"). It is clarified that only the portion of the said Land remaining in balance after handing over the stipulated percentage if any, to the TMC or any other statutory, local or patrick authorities and/or after developing public amphite transferred and conveyed to the Federation
- b. The Allottee and/or the Society and/or Other Societies and/or the Apex Society/Federation shall not raise any objection or diapute if the area of the Whole Project shall be at variance with or may be less than the area contemplated and referred to herein, including by virtue of any reservations and/or the reservations being handed over and transferred to government authorities or acquired by them during the course of development of the Whole Project or for any other reason of the like nature.
- c. The Apex Society /Federation and all its member societies shall be required to join in execution and registration of the Federation

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Transfer. The costs, expenses, charges, levies and taxes on the Federation Transfer and the transaction contemplated thereby including stamp duty and registration charges shall be berne and paid by the Federation alone.

- 21. The Allottee shall, before delivery of possession of the said Premises in accordance with the Clause II above, pay to the Promoter such amounts towards charges and deposits, as specified in the Seventh Schedule hereunder written.
- 22. The said amounts are not refundable and the Allottee will not be entitled to ask for accounts or statement of accounts from the Promoter in respect of the above amounts deposited by the Allottee with the Promoter. The Promoter shall maintain a separate account in respect of sums received from the Allottee as advance or deposit, and the amounts as mentioned in Seventh Schedule hereunder written, towards on account of the share capital for the formation of the Society, applicable taxes including GST etc. or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received. It is clarified that the said other amounts. any other amount other than the Sale Consideration shall be payable by the Allottee into a separate Bank Account which will be intimated by the Promoter to the Allottee. It is clarified that in the event the Allottee fails to pay the aforesaid sums as and when called upon, then without prejudice to the rights and remedies available to the Promoter, the Promoter shall be entitled to charge interest at the Interest Rate on the outstanding sums and not be obligated to offer/ handover possession of the said Premises to the Allottee.

The Promoter has informed the Allottee that there may be common access roads, street lights, common recreation space, passages, electricity and the place caples, water lines, gas pipelines, drainage lines, sewerage lines, sewerage lines, sewerage tream at plant and other common amenities and conveniences in the Payout of the said Land which shall be maintained and paid for in the mainter set out he einabove.

Loan and Workgage:

The Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premises by way of security for

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repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee has/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee under this Agreement.

- b. All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.
- c. 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 ratify the right and entitlement of the Promoter to receive the balance Sale Consideration and balance other amounts payable by the Allottee under this Agreement.
- In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoter shall be entitled to extend the necessary assistance/support as may be required under applicable law, subject however to receipt of the entire Sale Consideration along with applicable taxes and other charges as per the terms here.

25. Representations and Warranties of the Promoter:

The Promoter hereby represents and warrants to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate, and subject to the RERA Certificate:

The Promoter has clear title and has the requisite rights to carry out development upon the said Land and also has actual, physical and

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legal possession of the said Land for the implementation of the Whole Project, subject to the terms and conditions of the Indentures mentioned above, the litigations and the mortgages referred to in the Title Certificate and as updated by the Promoter from time to time on the website of the Authority as required by RERA and the RERA Rules.

- b. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- c. There are no encumbrances upon the Project except those disclosed in this Agreement and as may be updated by the Promoter from time to time on the website of the Authority as required by RERA and the RERA Rules;
- d. There are no litigations pending before any Court of law with respect to the Project except as disclosed in the Title Certificate/s:
- e. All approvals, licenses and permits issued by the competent authorities with respect to the Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and common areas;

The Promoter has the right to enter into this Agreement and has ESUS contracted or omitted to perform any act or thing, whereby the right, type and interest of the Allottee created herein, may be prejudicially affected;

The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land and the said

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Premises, which will, in any manner, adversely affect the rights of Allottee under this Agreement;

- h. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement;
- i. At the time of execution of the Society Conveyance, the Promoter shall handover to the Society, lawful, vacant, peaceful, physical possession of the structure of the Project Building, together with common areas situated in the Project Building so long as they shall be forming part of the Society, save and except the basements, podium and stilts retained by the Promoter;
- j. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Land) has been received or served upon the Promoter in respect of the said Land and/or the Project except those disclosed to the Allottee.
- k. The Promoter may appoint a third party / agency for the purpose of operating and maintaining the Project and the said Project Land/said Land or any part thereof including any common areas facilities and amenities on such terms and conditions as it may deem fit. The Allottee hereby agrees and confirms to pay and reimburse to the Promoter, the fee payable to the agency on prorate basis. Over and above the same, the Allottee/s shall also be liable to part to the Promoter management fees, equivalent to 15% of the edgis returned by the Promoter towards the maintenance of continon areas and facilities in the Project.
- 26. The Promoter shall be entitled to designate any spaces/areas on the s. Who e Project or any part thereof (including on the terrace and baseine and party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed including by the purchaser/s of the units/premises to be constructed thereon. Such designation may be

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undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter may deem proper in accordance with applicable law. Further, the infrastructure (including cables, pipes, wires, meters. antennae, base sub-stations, towers) in respect of the utility services may be laid/provided in the manner the Promoter may require, and may be utilized in common including by purchaser/s of units/premises in the Project/on the said Land, as the case may be. The Promoter and its workmen/agents/contractors/employee and any third party contractors shall be entitled to access and service such infrastructure and utilities over the said Land.

- The Promoter shall be entitled to control advertising, marketing, signage, hoarding and all other forms of signage whatsoever within the said Land at all times. Such advertising and signage may comprise of hoardings, print media, electric signs, and may be constructed in a permanent or temporary manner and may be maintained, serviced, repaired and replaced and the Promoter and its nominees shall have access to such hoardings, print media and electric signage for this purpose.
- The Promoter shall be entitled to transfer and/or assign the benefit of 28. additional F.S.I./ T.D.R. or any other rights of the said Larger Land/said Land to any third party and/or to allow any third parties to use and/or consume T.D.R. or any other benefits or advantages of any other properties, on the said Land, who shall be entitled to all the rights mentioned above, including to do construction mentioned above. The Allottee/s agree(s), accept (s) and confirm(s) that the fundamental entitlement of the Promoter to utilise, exploit and consume the full development potential of the Land (both inherent and further/future) as provided herein, would require the Promoter to amend, modify, vary, alter, change, substitute and rescind the of the Whole Project or any part thereof (including layout

The amenity ployareas in the Project Land/said Land may increase or change takiers the implementation of the DCR. The Promoter shall be entitled to shange, differ or amend the layout plan of the said Land accordingly as per the

and development in accordance therewith.

g plans, floor plans) and undertake such modified/ altered/

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permission/approval granted by the authority and the Allottee will not be entitled to object to the same.

- 30. The right of way provided for the Project/Whole Project shall be used in common for the residential development and other developments if any on the said Land and the Allottee shall neither raise any dispute or objection to the same nor seek to alter or modify the same.
- shall be entitled to keep and/or store any construction materials, on any portion of the said Land, and/or to have additional electricity supply and/or additional water supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. In such an event or otherwise, the Allottee/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/ or shall not claim any easement rights and/ or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Allottee/s directly and/ or indirectly, shall not do any act, deed, matter or thing, whereby the Promoter may be prevented from putting any such additional and/ or new construction and/ or shall not raise objection and/ or obstruction, hindrance or otherwise.
- 32. In the event the Allottee intend(s) to sell, transfer, lease, license, assign and/or deal with or dispose of the said Premises and/or the Purchaser/s's benefit/s under this Agreement, then the Promoter/Owner shall be entitled to a right of first refusal to the said Premises as well as the Purchaser/s's right(s), the interest under this Agreement ("ROFR"), which shall be every selling the following manner:-
- 32.1 The Purchaser/s shall address a letter ("Offer Lletter") the Promoter/Owner stating therein (i) the name and address of the proposed transferee (ii) the proposed sale consideration (such sale consideration shall be denominated in rupees i.e. INR) and hereinafter referred to as "Offer Price"), including the proposed amount and consideration and terms and conditions offered by such proposed transferee, (iii) the date of consummation of the proposed sale, (iv) a representation that the proposed transferee has been informed of the terms this Agreement and in particular, the terms embodied into this clause. The Offer Letter shall include a

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calculation of the fair market value of the said Premises and an explanation of the basis for such calculation.

- 32.2 In the event the Promoter/Owner wishes to exercise the ROFR upon the said Premises, the Promoter shall, at its sole option, be entitled to purchase the said Premises under the Offer Letter at the Offer Price, in which case, the Promoter/Owner shall address a letter to the Purchaser/s within a period of 7 (seven) days from the date of the receipt of the Offer Letter ('Notice Period'') informing the Purchaser/s of the Promoter's intention to purchase/acquire the said Premises ("Acceptance Letter"), and till the receipt of the Acceptance Letter the Purchaser/s shall not proceed with the sale/transfer of the said Premises. Upon issuance of the Acceptance Letter, the Purchaser/s shall be bound to sell and/or transfer the said Premises to the Promoter/Owner or such persons/entities nominated by the Promoter at the Offer Price. In the event the Promoter/Owner does not convey its acceptance within the Notice Period then the Purchaser/s shall be entitled to proceed with the sale of the said Premises in the manner set out below.
- 32.3 The Promoter/Owner may at its sole discretion, on a written request to that effect made by the Purchaser/s prior to the exercise of the option by the Promoter/Owner as contemplated in Clause 30.2 above, dispense with the ROFR upon the Purchaser/s making payment of such sum not exceeding 2% (two per cent) of (a) the Offer Price or (b) the price at which the Promoter/Owner is selling a flat of a similar nature at the relevant time, whichever is higher, together with GST, Service Tax, VAT thereon as may be decided by the Promoter/Owner. Only after the Promoter/Owner issues the said letter conveying its decision and only upon the Promoter/Owner receiving the amount decided by the Promoter/ Owner for such dispensation, shall the Purchaser/s be entitled to sell the said Premises to the said proposed transferee on the same terms and conditions as were offered by the

har the RFR is a covenant running with the said Premises and hence will continue with the new purchaser of the said Premises, and the Purchaser/s indertakers to expressly include the same vide a specific term in the new agreement for sale between the Purchaser/s and the proposed transferee.

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- 32.4 The Purchaser/s agree(s) that if completion of the sale of the said Premises to the proposed transferee does not take place (i) within a period of 15 (fifteen) days from the date of the Purchaser/s making payment of such sum not exceeding 2% (two per cent) together with applicable taxes thereon as decided by the Promoter/Owner in terms of Clause 30.3 above or (ii) within 15 (fifteen) days from the expiry of the Notice Period as contemplated in Clause 30.2 above, then the Purchaser/s right to sell the said Premises to such proposed transferee shall lapse, and the ROFR of the Promoter/Owner in respect of the said Premises shall stand automatically reinstated and the provisions of this Clause and the process to be followed therein shall once again apply to the Purchaser/s for any subsequent proposed sale of the said Premises.
- 33. It is hereby clarified that, in the event of the Purchaser/s proposing to give the said Premises on lease and/or leave and license basis only, then the provisions contained in Clauses 30.2 to 30.3 above shall not apply, except that, the Purchaser/s shall be required to obtain the prior written permission of the Promoter/Owner before effecting any such lease and/or leave and license arrangement.
- 34. The Allottee, with intention to bring all persons into whosoever hands the Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter as follows:
  - a. To maintain the said Premises at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Project which may be against the rules, regulations or byelaws or change/alter or make addition in or to the said Premises Building in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities.

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b. Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy to damage the construction or structure of the Project Building in

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which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, lifts, common passages or any other structure of the building in which the said Premises is situated, including entrances of the Project in which the said Premises is situated and in case any damage is caused to the Project Building in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- c. To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Project in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d. Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the

neway valls, slabs or RCC, Pardi or other structural members in the said Promises without the prior written permission of the Promoter

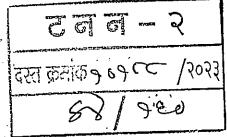
giect in which the said Premise's is situated and shall not alter, chisel

and/or the Society;

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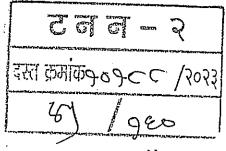


- e. Not to enclose the balcony area or flowerbed inside the said Premises without the prior express written permission of the Promoter.
- The Allottee is aware that the balcony of the said Premises has a glass ſ. railing from the outside. The Allottee will not damage the glass of the balcony and ensure safety measures and in case of any damage to the same promptly get it repaired and reinstated at his/her/their own cost without causing any risk to the residents and damage to any part of the Project Building.
- Not to carry out any illegal activity from the said Premises, which is 요. against the interest of the Organization/ other Allottees in the Project Building.
- Not to do or permit to be done any act or thing which may render h. void or voidable any insurance of the said Land and/or the Whole Project and/or the Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- i. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Project Land and/or the Project in which the said Premises is situated.
- j To pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Project in which the said Premises is situated.
- k To bear and pay in a timely manner and forthwith, taxes, instalments of Sale Consideration, as required to this Agreement.
- 1. Not to change the user of the said Premises without the written permission of the Promoter and Society;

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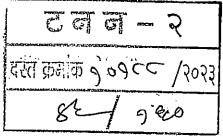


- Not to use or access the open and green spaces falling outside the said m. Land and Project:
- The Allottee shall not let, sub-let, transfer, assign, sell. lease, give on n. leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. in the event the Allottee is desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoter.
- Not to change the external colour scheme or the pattern of the colour O. of the Project Buildings;
- Not to change exterior elevation or the outlay of the Project Buildings: p.
- Not to carry out civil work, including, but not limited to, any work in q. the kitchen and bathroom/toilets wherein any work of tiling, flooring etc. which damages the waterproofing, plumbing or sanitary lines laid at site. In case the Allottee carries out any changes, modifications or alterations by himself or his agencies then the warranty of the said items becomes null and void and the defect liability of the Promoter shall lapse and the Allottee is solely liable to requify and repair the same for all the affected area within his flat and/or the floors below accordingly at his own costs, expenses and consequences.

ottee shall not seek any sub-division of the said Land;

herexecution of interior works, the Allottee shall be responsible ontractor/ workmen/ agents/ representatives and if such sons behave in any manner which is unacceptable to the Promoter

Promoter



then such contractor/workmen/ agents/ representatives will be removed forthwith and will not be allowed to re-enter the said Premises again;

- The Allottee shall ensure that the execution of interior works in the said Premises is carried on only between 8 a.m. to 2 p.m. and 4 p.m. to 7 p.m. on all days of the week except Sundays;
- u. The refuge area to be provided in the Project shall form a part of the common area and facilities in the Project and no individual allottee shall claim any right to occupy the same in any manner whatsoever.
- v. The Allottee shall observe and perform all the rules and regulations which the Society and Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Project and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society /Apex Body/Federation regarding the occupancy and use of the said Premises in the Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- w. The Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Project or any part thereof to view and examine the state and condition thereof. Furthermore, for the purpose of making, laying down, maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good songtitude all services, drains, pipes, cables, water covers, atters with a structure or other conveniences belonging to or serving or used for the Project, the Promoter and their surveyors and agents with a without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof and undertake the necessary works.

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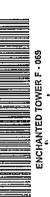
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- The Allottee agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building / Project or the Promoter or its representatives. In the event the Allottee does or omits to do any such act, deed or any such thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement sending the Promoter Termination Notice.
- y. All terms, conditions, covenants, stipulations and provisions contained in any agreement/s, undertakings, declarations, indemnity bond/bonds, deeds and writing/s given/executed and/or may be executed by the Promoter in favour of TMC and the concerned bodies/authorities in respect of the said Land/ Larger Land and its development. shall be binding upon the Allottee/s and Society including the Federation as may be formed of the purchaser/s of flat/ premises.
- z. The Allottee has seen the representations made by the Promoter on the website of the Regulatory Authority as required by RERA read with RERA Rules and shall keep himself updated with all the matters relating to the Project and/or said Land, as the case may be, which the Promoter will upload from time to time.
- aa. Till the entire development of the said Land is completed, the Allottee/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the said

and cantiol of the Promoter in this regard. The Promoter shall, in the interest of the Allottee, and the Project, be entitled to take decisions regarding management and allocation of funds/monies, and the type, mode, quality of services to be provided, in respect of the Project, and the management and administration thereof.

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- bb. The Allottee/s shall not take any objection, on the ground of nuisance, annoyance, and/or claiming any rights, of easement, and/or any rights in nature of an easement and/ or obstruction of light, air, ventilation, open space and/ or open area, and/ or on any other grounds, of any nature whatsoever and/ or shall not directly or indirectly do anything and/or shall not ask for an injunction, and/or prohibitory order and/or calling the Municipal or any other authorities to issue stop work notice, and/or withdraw and/or suspend or cancel any orders passed and/or approved Plans so as to prevent the Promoter, or any of their nominees or transferees, from developing and/ or to carry out construction, on the said Land.
- CC. The Allottees are aware and confirm that the Whole Project Common Areas and Amenities shall be usable by the allottees of the Whole Project, the Project Common Areas and Amenities shall be usable by the allottees of the Project and shall be utilised in accordance with the prevailing rules and regulations.
- dd. It is further agreed that the Promoter shall not be required to give inspection of the said Premises to the Allottee till the time the Promoter calls upon the Allottee to come forward and take inspection of the said Premises before offering for possession.
- ee. Till the Federation Transfer is executed in favour of the Federation, the Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land, the buildings/towers/wings/units thereon, or any part thereof, to view and examine the state and condition thereof.
  - of the Projector any part thereof for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Promises. For fixing grills on the inside of the windows, the standard design for the same shall be obtained by the Allottee from the Promoter and the Allottee undertakes not to fix any grill having a design other than the standard design approved by the Promoter. If the Allottee has affixed

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fixtures or grills on the exterior of the said Premises for drying clothes or for any other purpose or if the Allottee has affixed a grill having a design other than the standard approved design, the Allottee shall be liable to pay such sum as may be determined by the Promoter/ the Society to the Promoter / the Society, as the case may be.

- gg. Promoter shall have all rights for end use of treated sewage water of the available quantity at specified quality for any deemed necessary application or use purposes in the said Project. Surplus secondary treated water meeting quality level as per relevant prevalent norms of concerned statutory authority (ies) shall be utilised at the Promoter's discretion which may be utilized in the said Project for gardening and other purposes and/or in the adjacent residential and other projects and/or discharged into water /drainage bodies. Promoter shall have the right to refuse, determine and decide drawl of treated sewage in any case and under all circumstances and the Allottee undertake not to raise any dispute for the same.
- hh. The Allottee shall not create any hardship, nuisance or annoyance to any other allottees in the Project.
- the Promoter or the Society, as the case may be, before carrying out any changes/alteration/modification in the said Premises or part thereof. If the Allottee has carried out such changes/alteration/modification without the written consent of the Promoter or the Society then the Promoter will not be liable for any consequences or compensation on account of such changes/alterations/modifications.

Allottee agrees and covenants that the name of the Project shall threes be "Runwal Lands End" and shall not be changed without project written permission of the Promoter.

The Albittee agrees and covenants that the Whole Project Common Areas and Amenities and any other areas as may be designated by the Promoter including common open areas, common landscapes and driveways etc. in/on the Whole Project/said Land shall be an integral

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part of the layout of the development of the Whole Project and the said Land including the neighbouring buildings/towers on the said Land and neither the Allottee nor any person or entity on the Allottee's behalf shall, at any time claim any exclusive rights with respect to the same.

II. The Allottee agrees and covenants that the entry and exit points and access to the Whole Project and the said Land shall be common to all allottees, users and occupants in the Whole Project including all buildings, towers and structures thereon. The Allottee agrees and covenants to not demand any separate independent access and/or entry/exit point exclusively for himself/herself/themselves and/or any other allottees, users and/or occupants in the Project, the Whole Project and/or any part thereof.

mm. The wet and dry garbage generated in and from the said Premises shall be separated by the Allottee and the wet garbage generated in and from the Project shall be treated separately by the Society and/or jointly by all the allottees/purchasers/occupants of the respective premises in the Project, in accordance with the rules and regulations as may be specified by TMC from time to time.

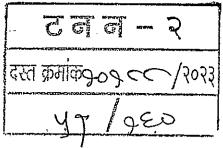
In the event if the Allottee is/are non-resident Indian citizen or a Person of Indian Origin or an Overseas Citizen of India, or a foreign national/citizen then it shall be the Allottee's sole obligation and liability to comply with the provisions of all applicable laws, including Foreign Exchange Management Act, 1999 and Reserve Bank of India integrand regulations, and all other applicable/necessary requirements of any other authority, from time of the including that pertaining to remittance of payment for acquisition of primovable properties in India. Refunds (if any) to be made to such Allottees for any reason whatsoever, shall be made only in Indian Rubbes.

oo. The Allottee shall not demand or claim any partition or division of the Allottee's ultimate interest in the Project and/or said Land and/or the Project Common Areas and Amenities and/or the Whole Project Common Areas and Amenities and/or said Land and/or Whole Project

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and or any part thereof. The Allottee expressly agrees, understands and confirms that his interest therein will be impartible, and will be held only through the Society formed by the Promoter in respect of the Project, of which he shall be admitted as a prospective member.

- pp. The Allottee confirms and acknowledges that the plans, layout plans, approvals etc. of the Project/said Land are not the subject matter of this Agreement and there shall be no right, entitlement, or interest of the Allottee in respect thereof, and are also not the subject matter of this Agreement. So far as the Allottee's right and scope of this Agreement is concerned, the same is limited to an agreement for allotment and sale of the said Premises strictly upon and subject to the terms, conditions and provisions herein. The Allottee's shall also not have any claim, save and except, in respect of the said Premises hereby agreed to be allotted and sold.
- qq. The Allottee hereby agrees and undertakes to indemnify and keep indemnified and saved harmless at all times, the Promoter against all loss or damage, and/or against any suits, actions, proceedings or notices that the Promoter or any of its directors, executives of employees may sustain and suffer, and all costs, charges and expenses, that they may incur by reason of the Allottee's failure, breach, default, non-observance, non-performance, or non-compliance of any of the terms, conditions and provisions of this Agreement, and/or any accident or injury caused to or suffered by the Allottee, or his family members, guests, servants, agents, representative/s.

rr. The Allottee shall not hold the Promoter liable or responsible for any harm, injury, loss or damage caused to the Allottee by, or through any failure, malfunction, explosion or suspension of electricity, telephone,

Signs, vater, drainage, or sewerage, supply or connections to the Project of the William of the same is caused by any Force Majeure Events, or other wise nowever.

Tothing contained in this Agreement is intended to be nor shall be construed and a grant, the hise or assignment in law, of the said Premises or the Project Fortile said Land and/or any buildings/towers/wings as may be constructed

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thereon, or any part thereof. The Allottee shall except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the Society Conveyance and the Federation Transfer, as the case may be.

#### 36. Promoter shall not mortgage or create a charge:

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained herein and/or in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises, which will be subject to the no-objection received from the mortgagees therein. The Promoter shall however have a right to raise finances on the said Land and other areas excluding the said Premises. The details of such mortgages shall be disclosed in accordance with the provisions of RERA.

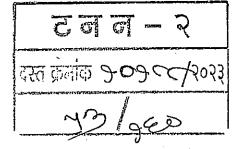
#### 37. Binding Effect:

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Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules and Annexes along with the payments due as stipulated in the Payment Plan in Sixth Schedule, within 30 (thirty) days from of receipt by the Allottee and secondly, appears for reg same before the concerned Office of the Sub-Registrar and when intimated by the Promoter. If the Allottee(s) file of execut deliver to the Promoter this Agreement within 30 (thirty) days from date of its receipt by the Allottee and/or appear before the Sub Registra for its registration as and when intimated by the Promoter then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt

Promoter

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by the Allottee, the application of the Allottee shall be treated as cancelled.

# 38. Nominee:

- a. The Allottee hereby nominates the person/s as mentioned in Eighth Schedule mentioned hereunder ("said Nominee") as his/her/their nominee in respect of the said Premises. In the event of the death of the Allottee, the Nominee shall assume all the obligations of the Allottee under this Agreement and in respect of the said Premises, and shall be liable and responsible to perform the same, so ar as permissible in law. The Allottee shall at any time hereafter be entitled to substitute the name of the Nominee The Promoter shall only recognize the Nominee or the nominee substituted by the Allottee (if such substitution has been intimated to the Promoter in writing and deal with him/her/them in all matters pertaining to the said Premises, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representatives of the Allottee.
- b. The heirs and legal representatives of the Allottee shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the Nominee.

# 39. Entire Agreement:

This Agreement, along with its schedules and annexes, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreenents,

booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said partment/plot/building, as the case may be.

Right to Amend:

Parties.

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41. Provisions of this Agreement applicable to Allottee/ subsequent allottees:

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

# 42. Severability.

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

# 43. Method of calculation of proportionate share:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in the Project or the whole Project, as the case may be, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the ther premises units/ areas/ spaces in the Project or the Whole Project, the case may be.

### 44. Further Assurances:

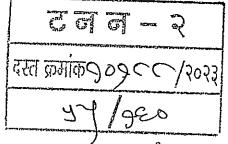
Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement

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Purchaser/s

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or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

#### 45. Waiver:

No forbearance, indulgence or relaxation or inaction by either Party at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice the rights of such Party to require performance of that provision and any waiver or acquiescence by such Party of any breach of any of the provisions of these presents by the other Party shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

#### 46. Place of Execution:

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

47. The Allottee and/or Promoter shall present this Agreement at the proper office of registration within the time limit prescribed by the Registration Act, 1908 and the Parties will attend such office and admit execution thereof.

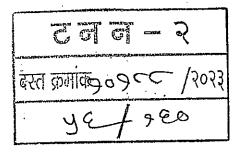
48. All notices to be served on the Allottee and the Promoter as contemplated by THE Dig Agreement shall be deemed to have been duly served if sent to the Allottee and the Promoter by Courier or Registered Post A.D or notified Email Deput Courier of Posting at their respective addresses specified

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Details are more particularly described in the Second Schedule hereunder written.

Promoter

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#### **FOR PROMOTER:**

#### **RUNWAL CONSTRUCTIONS**

Through it Partner/Authorized Signatory Notified Email ID as described in Second Schedule hereunder written.

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

#### 49. Joint Allottees:

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

# 50. Stamp Duty and Registration Charges:

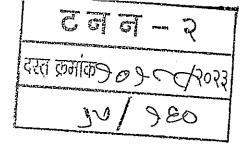
The charges towards stamp duty fees and registration charges of this Agreement and all out of pocket costs, charges and expenses on all documents for sale and/or transfer of the said Premises and the said Car Parking Space/s shall be borne by the Allottee alone.

# 51. Dispute Resolution:

If any disputes, differences or claims arise between the parties hereto in connection with or touching this Agreement or the validity interpretation implementation or alleged breach of this Agreement anything to be done pursuant to this Agreement, the Parties shall attempt in the first instance to resolve the same by negotiation. If the disputes, differences or claims are not resolved by negotiation within 90 (ninety) days after commencement of discussions or such longer period as the parties may agree to in writing, then either party may refer the disputes, differences or claims, to

Promoter:

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the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

# 52. Governing Law:

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

53. In case the Allottee/s has accepted to book the apartment under payment scheme as described in Sixth Schedule mentioned hereinunder, the Allottee/s hereby accepts the Payment Schedule and the Allottee/s hereby agrees and accepts that no further discount of any nature shall be provided to the Allottee/s.

#### 54. Permanent Account Numbers:

Details of the Permanent Account Numbers of the Promoter is set out in Title clause and of the Allottee is/are set in Second Schedule hereunder written:

#### 55. Construction of this Agreement:

i.

a. Any reference to any statute or statutory provision shall include:-

all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and

Agreement, modification, re-enactment, substitution or consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, reenactment, substitution or consolidation applies or is capable of applying to any transactions entered into under this Agreement

Promoter

thane

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as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted, substituted or consolidated) which the provision referred to has directly or indirectly replaced;

- b. Any reference to the singular shall include the plural and vice-versa;
- c. Any references to the masculine, the feminine and/or the neuter shall include each other;
- d. The Schedules and Annexes form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it:
- e. References to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- f. Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause.
- g References to a person (or to a word importing a person construed so as to include:
  - i. An individual, firm, partnership, trust, joint venture, company, 2 corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/separate legal entity); and

Promoter

Page 57 of 128

Purchaser/s

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ii. That person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

IN WITNESS WHEREOF the parties hereinabove have set their respective hands and signed this Agreement for Sale at THAME (Maharashtra) in the presence of attesting witness, signing as such on the day first above written.

# SCHEDULES REFERRED TO ABOVE: FIRST SCHEDULE - PART I ( Description of the "said Larger Land")

All that piece and parcel of ascertained and demarcated lands admeasuring about 1,55,697.71 bearing seized and possessed of and well and sufficiently entitled to all those pieces and parcels of lands bearing Survey Nos. 1/1, 1/2 (Part), 1/2 (Part), 1/3, 1/4 (Part), 1/4(Part), 1/4(Part), 1/4(Part), 1/5, 1/6, 1/7, 1/8, 1/10, 1/11, 1/12, 1/13, 1/14, 1/15, 2/1(Part), 2/1(Part), 2/1(Part), 2/1(Part), 2/2, 2/3, 2/4, 2/5, 3/1, 3/2, 3/3, 3/4, 3/5 (Part), 3/5(Part), 3/5(Part), 3/6(Part), 14/1(Part), 4/1(Part), 4/2, 5/1, 5/2, 5/3, 5/4, 5/5, 5/6, 5/7(Part), 5/7(Part), 6/1, 6/2, 6/3, 6/4, 6/5, 6/6, 6/7, 8/1, 8/2, 8/3, 8/4, 8/6, 8/7, 8/8, 8/9, 8/10, 8/11, 8/12 (Part), 8/12(Part), 8/13/2(Part), 8/14, 8/15, 17/1, 17/2, 17/3, 17/4, 17/5, 17/6, 17/7, 18/1, 18/2, 18/3, 18/4, 18/5, 18/6, 13/7, 18/8, 18/9, 19/1, 19/2, 19/3(Part), 19/3(Part), 19/4(Part), 19/4(Part), 19/4(Part), 19/5, 19/6, 19/7, 19/8, 19/9, 20/1, 20/2, 20/3, 20/4, 20/5, 20/6, 20/7, 20/8, 20/9, 20/10, 21/1 (Part), 21/1(Part), 21/2, 21/3, 21/4, 21/5, 21/6, 21/7, 21/8, 22/1, 22/2, 27/3, 22/4, 22/5, 22/6, 22/7, 22/8, 23/1, 23/2, 24/1, 24/3, 24/5, 24/8, 24/9, 24/10, 24/11, 31/1 (Part), 31/1(Part), 31/2, 31/3, 31/4, 31/5, 31/6 (Part), 31/6(Part), 32/1, 32/2, 32/3, 32/4 (Part), 32/5 totally admeasuring 1,55,697.71 Sq. Mtrs. (as per the title documents and physical possession) lying, being and situated at Village Kolshet, Taluka and District Thane and bounded as follows:

On or towards the North – Kelsheth Gavthan

On or towards the East – Village Road & Tank

On or towards the East – Thane Creek

On or towards the East – 40 mtrs Kolshet Road

Promoter

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Purchaser/s

ENCHANTED TOWER F - 069

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ED/ 780

# FIRST SCHEDULE - PART II

( Description of the "said Land")

All that piece and parcel of land or ground aggregately admeasuring 69,595 sq. mtrs. forming a part of the said Larger Property bearing CTS No. 1/1. 1/2A , 1/2B , 1/3, 1/4A, 1/4B, 1/4C, 1/4D, 1/5, 1/6, 1/7. 1/8, 1/10, 1/11, 1/12, 1/13, 1/15 , 2/1A, 2/1B, 2/1C, 2/1D, 2/2, 2/3, 2/4, 3/1, 3/2, 3/3, 3/4, 3/5A, 3/5B, 3/5C, 3/6, 4/1(Part), 4/1A, 4/1B, 4/2, 5/1, 5/4, 5/5, 5/6, 5/7A, 5/7B, 6/1, 6/3, 6/4, 6/5, 6/6, 8/1, 8/2, 8/3, 8/4, 8/6, 8/7, 8/8, 8/9, 8/12A, 8/12B, 17/1, 17/4, 18/1, 18/4, 18/6, 18/7, 18/8, 18/9, 19/2, 19/3A, 19/3B, 19/4A, 19/4B, 19/4C, 19/5, 19/6, 19/7, 19/8, 19/9, 20/1, 20/2, 20/3, 20/4, 20/5A, 20/6, 20/7A, 21/1A, 21/1C, 21/2, 21/3, 21/4, 21/6, 21/8A, 22/1, 22/2A, 22/3A, 22/4, 22/5, 22/6, 22/7A, 22/8A, 23/1, 23/2, 24/1, 24/3, 24/10, 31/2, 31/4A, 32/1, 32/2, 32/3A, situate lying and being at Village Kolshet, Taluka and District Thane.

# FIRST SCHEDULE - PART III ( Description of the "Project Land")

All that piece and parcel of land or ground aggregately admeasuring 1219 sq. mtrs. forming a part of the said Larger Property bearing CTS No. 19/4A,B,C part, 19/5 part, 20/1 Part, 20/3 part, situate lying and being at Village Kolshet, Taluka and District Thane.



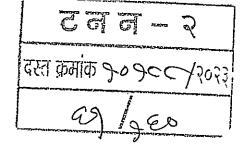
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ENCHANTED TOWER F - 069

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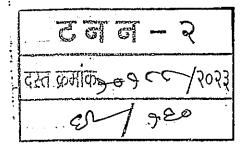
# SECOND SCHEDULE

# Flat/Purchaser's Details

Sr.	• • • • • • • • • • • • • • • • • • • •		
No	Particulars	Details	
1.	Date & Place of Execution of agreement for Sales	Date. 2704 202 Place of Execution of agreement for Sale Thane	
2.	Name of the Authorized Signatory	MR.RITESH GHAI	
3.	Name of Allottee /s	Mrs. PRITI NILESH NIKTE Mr.NILESH PRAKASH NIKTE	
4.	Address of Allottee /s	P-41/7, SPDC DEFENCE COLONEY, , TROMBAY ROAD,MANKHURD, MUMBAI, MAHARASHTRA, INDIA, 40088	
5.	Description of the said Flat/ Premises	2.00ВНК	
6.	Project	RUNWAL LANDS END	
7.	Building Name	TOWER-F	
8.	Wing	TOWER-F	
9.	Floor	16	
10.	Fiat No.	F-1612	
11.	Carpet Area (sq.mtr. and sq. ft.) and an additional area of enclosed and/or open balcony and/or service area and/or open terrace appurtenant to the net usable area of the flat meant for exclusive use of the Allottee /s;	<ul> <li>Carpet area of flat <u>549.50</u> Sq. Feet equivalent to <u>51.05</u> Sq.mtr.</li> <li>Balcony - 3 Sq. mtr equivalent to 31.54 Sq. Feet, for which no additional consideration is payable</li> </ul>	
12.	No. of Car Parks included in the Agreement	One	
13.	Sale Consideration for said Flat/ Premises @ Carpet Area	Rs.8405078/-	
14.	Other charges and Deposits	Rs. 235238/-	
15.	PAN No. of Allottee /s	-AWKPK0325N, ADAPN5165E	
16.	Details of Mortgage/Charge are as referred in the agreement	As on date the said Land has been mortgaged to JM Financial Credit Solutions Limited for the Project Finance availed by the Promoter.	
17.	Consent U/s 14 of the RERA Act 2016 (or any similar provision under prevailing law)	1.To construct additional floors or redure floors of the saidBuilding, irrespective of whether such addition/reduction of floors is required as per prevailing rules & regulations, however, without affecting the area of the said Flat/Premises in any manner.  2. To amend/revise the current approve: layout as per therequirement of CFO.	
18.	Payment of GST THE SUB-RE	The Consideration amount currently is arrived at after considering the benefit of input credit under GST Laws. In case of non-availability of input credit, the Developer shall be entitled to increase the total consideration payable under the Agreement for Sale to the extent of the total cost (including all taxes, duties, charges and agreement value) that purchaser has agreed to incur in the GST regime as on the date of booking of the flat.	
19.	Afloftee Notified Email ID	pritinikte777@gmail.com	
20.	Promoter Notified Email ID	enchantedcustomereare@runwal.com	
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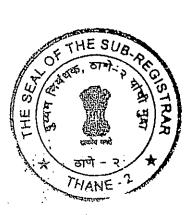
# THIRD SCHEDULE

(Description of the Project Building)

# $\underline{Tower-F}$ comprising of

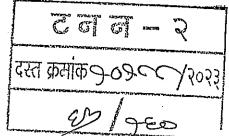
- 1. Two Basements
- 2. Ground floor/ Two Podiums/stilt upto 55 proposed upper habitable floors

**ENCHANTED TOWER F - 069** 



Promoter

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# FOURTH SCHEDULE- PART I

# PROJECT COMMON AMMENITIES

# • List of External amenities

# A. Club House Amenities

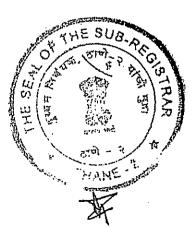
- 1) Gymnasium
- 2) Steam, SPA
- 3) Party Hall
- 4) Indoor Games Room
- 5) Swimming pool with Deck
- 6) Badminton court

# B. Common Amenities on Stilt/ Ground floor

- 1) Convenience store
- 2) Launderette
- 3) Health Clinic
- 4) Aerobics/dance area

# C. Outdoor Common Amenities in Recreational Garden

- 1) Banquet Lawns
- 2) Multipurpose Court
- 3) Podium sit outs
- 4) Children Play area
- 5) Large Garden
- 6) Senior Citizen Seating
- 7) Amphitheatre
- 8) Yoga / Meditation Zone
- 9) Gazebo Seating
- 10) Jogging Track
- 11) Cricket pitch
- 12) Youth Zone sit Outs
- 13) Pet Trail
- 14) Picnic Corner



Promoter

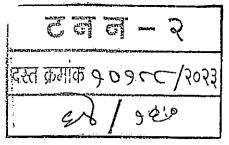
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Purchaser/s





# FOURTH SCHEDULE- PART II WHOLE PROJECT COMMON AMMENITIES

# • List of Common Amenities

# A. Essential Amenities

- 1) Parking on basement and podium floors
- 2) High-speed elevators
- 3) Society office- common to all towers
- 4) Meter room and service room
- 5) Emergency DG power supply to essential services
- 6) Grand entrance lobby at ground level
- 7) Vitrified flooring at Typical floor lobby
- 8) Wall finish- Acrylic Emulsion paint on gypsum Plaster

# B. Recreational amenities

- 1) Library/Reading Area
- 2) Chess and Carrom play area
- 3) Star gazing area
- 4) Sky Deck

**ENCHANTED TOWER F-069** 



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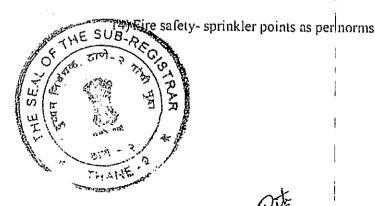
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# FIFTH SCHEDULE

# **INTERNAL AMMENITIES:**

- 1) Tower with RCC frame structure
- 2) Flooring-Vitrified tiles of a renowned brand
- 3) Wall Finish- Acrylic Emulsion paint on Gypsum Plaster
- 4) Ceiling finish- Acrylic Emulsion paint on gypsum Plaster
- 5) Main door- Solid core flush door with laminate on both sides
- 6) Internal doors- solid core flush door with laminate on both sides
- 7) Quality hardware for all doors
- 8) Windows- Aluminum Sections with powder coating/ anodizing
- 9) Railing- M.S Railing with oil paint
- 10) Kitchen
  - a) Platform- Granite kitchen platform
  - b) Single Bowl Sink of a good brand
  - c) 600mm ceramic/vitrified Tile Dado above platform
  - d) Ceiling- Acrylic Emulsion paint
- 11) Toilets
  - a) Wall and floor- Vitrified Tiles
  - b) Ceiling-PVC false ceiling
  - c) CP fittings- Jaguar/Equivalent
  - d) Sanitary fittings- Jaguar or equivalent
- 12) Electrical fittings of a renowned brand
- 13) Video Door Phone and intercom system



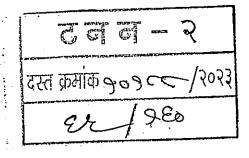
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# SIXTH SCHEDULE

(Payment Schedule)

Project: RUNWAL LANDS END

Flat No. F-1612 on FLOOR 16 Floor in "TOWER-F" Wing of  $\underline{\text{"RUNWAL LANDS END"}}$ 

Rs.8405078/- (Rupees Eighty Four Lac Five Thousand Seventy Eight Only)

Payment Terms:

Sr. No.	Particulars	Amoun
1	EMR	Rs.102857
· 2	WITHIN 7 DAYS FROM DOB	Rs.73765
3	ON 1ST DEC 2023	Rs.84050
4	ON INITIATION OF BASEMENT	Rs.840508
5	ON INITIATION OF PLINTH	Rs.42025
6	ON INITIATION OF 1ST TYPICAL FLOOR	Rs.42025
7	ON INITIATION OF 5TH TYPICAL FLOOR	Rs.420254
8	ON INITIATION OF 10TH TYPICAL FLOOR	Rs,420254
9	ON INITIATION OF 15TH TYPICAL FLOOR	Rs.42025
10	ON INITIATION OF 20TH TYPICAL FLOOR	Rs.420254
11	ON INITIATION OF 25TH TYPICAL FLOOR	Rs.42025
12	ON INITIATION OF 30TH TYPICAL FLOOR	Rs.42025
13	ON INITIATION OF 35TH TYPICAL FLOOR	Rs.42025
14	ON INITIATION OF 40TH TYPICAL FLOOR	Rs.420254
15	ON INITIATION OF 43TH TYPICAL FLOOR	Rs.420254
!6	ON INITIATION OF 45TH TYPICAL FLOOR	Rs.420254
17	ON INITIATION OF TOP SLAB	Rs.420254
18	ON INITIATION OF POSSESSION	Rs,420252
	Total	Rs.8405078

Plus GST and any other taxes as applicable

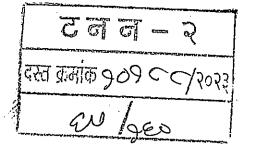
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Purchaser/s

ENCHANTED TOWER F - 069



# SEVENTH SCHEDULE

# **OTHER CHARGES**

	Particulars	Amount in Rs.
1	SOCIETY MAINTAINANCE	104587
2	REFUNDABLE DEPOSIT	25000
3	DEBRIS CHARGES	25000
4	LEGAL AND SOCIETY FORMATION CHARGES	30651
5	CLUB USAGE CHARGES	25000
6	PROPORTIONATE PROPERTY TAX FOR LAND UNDER CONSTRUCTION	25000
	Total	235238

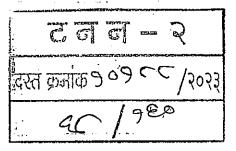
- \* Ad-Hoc Maintenance Charges collected is for tentative period of 12 months and a PDC of 12 months to be paid at time of possession. Charges will be levied as per actual expense.
- \* Club usage charges for 12 months (Non- Refundable/ Adjustable)
- \* Charges under Sr. No 4,5,6 shall be payable solely to the developer only and will be nonrefundable/non-adjustable. No claim whatsoever will be accepted for the said charges.
- \* Legal and Society formation charges also includes share money charges.
- \* GST and any other taxes as applicable will be levied additionally.
- \* The above charges are estimated & actual charges will be communicated at the time of possession.





Promoter

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# EIGHTH SCHEDULE

#### DETAILS OF NOMINEE

Name of the Nominee/s

: Yuga Nilesh Nikhe

Age

20 Months.

Date of Birth if the Nominee is Minor:

24 Aug 2021.

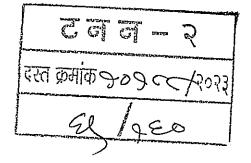
Address

: P-41/7 SPDC, DEFENCE

COLONEY, TROMBAJROAD, MANKHUARD, MUMBAL-88.

Relationship with the Purchaser/s





IN WITNESS WHEREOF the parties hereinabove have set their respective handsand signed this Agreement for Sale at <u>THANE</u> (Maharashtra) in the presence of attesting witness. signing as such on the day first above written.

By the within named PROMOTER/OWNER

SIGNED AND DELIVERED RUNWAL CONSTRUCTIONS, By the hands of its Director/Authorized

Signatory MRS.NIRMALA MURALI

THROUGH HER C.A.MR.RITESH GHAI



For Runwal Constructions

Authorized Signatory



SIGNED AND DELIVERED

By the within named ALLOTTEE

Mrs. PRITI NILESH NIKTE

Mr. NILESH PRAKASH NIKTE

in the presence of

in the presence of

1. Asawari

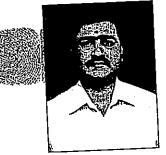
2. Mahesh Mane

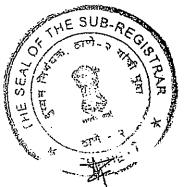
RECEIVED of and from the Flat Purchaser/s above named the sum of Rs.832504

Rs. Rupees Eight Lac Thirty Two Thousand Five Hundred Four Only as advance payment or deposit paid by the Allottee to the Promoter







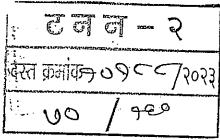


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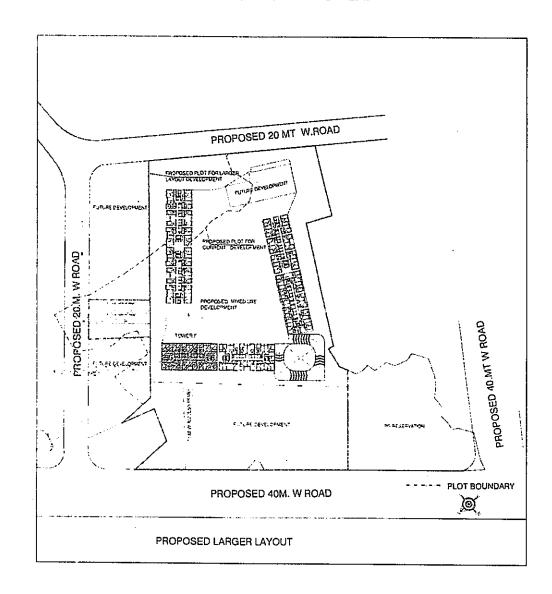
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We say received RUNWAL CONSTRUCTIONS

Authorized Signatory



# ANNEXURE "A" PROJECT BUILDING PLAN







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# ANNEXURE "B" RERA CERTIFICATE



#### 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 : P51700046298

Project: RUNWAL LANDS END, Plot Bearing / CTS / Survey / Final Plot No.: 20/3 Part, 20/1 part, 19/4A B C part, 19/5 part at Thane (M Corp.), Thane, Thane, 400607;

- 1. Runwal Constructions having its registered office / principal place of business at Tehsil: Ward FNorth, District Mumbal City, Pin: 400022.
- 2. This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
  - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5; OR

That entire of the amounts to be realised here nafter by promoter for the real estate project from the atlottees. 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 22/06/2022 and ending with 30/06/2020 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 mane there

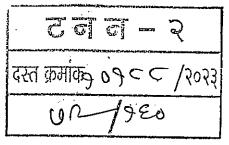
Digitally Signed by Mr. Arun Appasaheb Nadagoudar (Secretary Incharge, MahaREHA) Date:25-08-2022 11:49:41

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

Dated: 25/08/2022

Promoter

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# ANNEXURE "C" COMMENCEMENT CERTIFICATE



Certificate No. 4755

# THANE MUNICIPAL CORPORATION, THANE

हिंदुधिना गाँउ । अपना क्षेत्र के स्वाप्त अपना का स्वाप्त के स्वाप

V. P. No. Sou/ooqE/१५ To, Shri / Smt. आक्टाइय कन्सलटन्स (इ.	TMC/TDD/ 3971/22	Date: 16 02 2022
To, Shri / Smt. आफटाइप कन्सलटन्टम (इ	) प्रात्तः (Architect)	•
दि <u>बॉम्बे वायर रोप प्रात्ति</u>	(मालक)	

Shri <del>मेरणमाल मन्द्रक्त समे मागीकर श्री संत्रीन एस् (०५</del>गिर्धार्ल) (भागीदार/कुलमुखत्यारधारक)

With reference to your application No. 340 dated 8/27/2078 for development permission / grant of Commencement certificate under section 45 & 69 of the the Maharashtra Regional and Town Planning Act, 1966 to carry out developement work and or to erect building No. वरिलयमाण in village कील्प्रीत Sector No. V Situated building No. वरीलप्रमाण in villago कोलशेत Sector No. V S at Road / Street क्यों के कोल्येत स्त्याम साम २०६मी के कोणे सम्भाव, / G.S.ना-No. / निर्मेश्व Next Page

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
- 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 Commenceing from the date of its issue
- 4) This permission does not entitle you to develop the land which does not vest in you.
- 5) This permission is being issued as per the provisions of sanctioned Development Plan and Development Control Regulations. Any other statutory permission, as required from State and Central Govt. Departments/ undertakings shall be taken by the applicant. If any irregularity is found at later date, the permission shall stand
- 6) Authority will not supply water for construction (Ontional).
- Information Board to be displayed at site till Occupation Certificate.
   If in the development permission reserved land/umenity space/road widening land is to be handed over to the authority in the lieu of incentive FSI, if any, then necessary, registered transfer deed shall be executed in the name of authority with in 6 month from the commencement certificate.
- 9) All the provision mentioned in UDCPR, as may be applicable, shall be binding on the owner/developer.
- 10) Provision for recycling of Gray water, where ever applicable shall be completed of the project before complete of the building and documents to that if at shall be submitted along with the application form of occupancy.

  WARNING: PLEASE NOTE THAT THE DEVELOPMENT IN

OF THE SUB. CONTRAVENTION OF THE APPROVED PLANS AMOUNTS TO COGNASIBLE OFFENCE PUNISHABITE UNDER THE MAHARASHTRA REGIONAL AND TOWN PLANNING ACT. 1966 Office No. Office Stamp Date Municipal Copp Issued the city of Phane

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Purchaser/s

ENCHANTED TOWER F S.No. 1/1, 1/2A, 2/B, 1/3, 1/4A, 1/4B, 1/4C, 1/4D, 1/5, 1/6, 1/7, 1/8, 1/10, 1/11, 1/12, 1/13, 1/15 S.No. 2/1A, 2/1B, 2/1C, 2/1D, 2/2, 2/3, 2/4, S.No.3/1, 3/2, 3/3, 3/4, 3/5A, 3/6B, 3/5C, 3/6 S.No. 4/1A, 4/1B, 4/2, S.No.5/1, 3/4, 5/5, 5/6, 5/7A, 5/7B, 5/7C, S.No. 6/1, 6/3, 6/4, 6/5, 6/6, 8/1, 8/2, 8/3, 8/4, 8/6, 8/7, 8/8, 8/9, 8/10, 8/11, 8/12A, 8/12B, 8/13B, 8/14, 8/15, 1/11, 1/12, 1/13, 1/14, 1/15, 1/16, 1/17, 18/1, 18/2, 18/4, 18/5, 18/6, 18/7, 18/E, 18/9, S.No. 19/1, 19/2, 19/3A, 19/3B, 19/4A, 19/4B, 19/4C, 19/5, 19/6, 19/7, 19/8, 19/9, S.No. 20/1, 20/2, 20/3, 20/4, 20/5A, 20/5B, 20/6, 20/7A, 20/7B, 20/8, 20/9, 20/10, S.No. 23/1A, 21/1C, 21/2, 21/3, 21/4, 21/5, 21/6, 21/7, 21/8A, 21/8B S.No. 22/1, 22/3A, 22/3B, 22/4, 22/5, 22/6, 22/7A, 22/7B, 22/8B, 23/1, 23/2, 24/1, 24/3, 24/6, 24/10, 31/1A, 31/1B, 31/1C, 31/2, 31/3, 31/4A, 31/4B, 31/5, 31/5A, 31/6B & SNo. 32/1, 32/2, 32/3A & 32/3B

- 11) Areas/cities where storm water drainage system exists or designed, design and drawings from Service consultant for storm water drainage should be submitted to the concerned department of the authority before Commencement of the work and completion certificate of the consulant in this regard shall be submitted along with the application for occupancy certificate(Optional).

  12) Lift Certificate from PWD should be submitted before Occupation Certificate, if applicable.
- 13) Permission for cutting of tree, if necessary, shall be obtained from the tree authority. Also the certificate/letter for plantation of trees on the land, if required under the provision of tree act, shall be submitted before occupation certificate.
- 14) N.O.C. from Water dept., Drainage dept. and Tree Dept. should be submitted before O.C.
  15) प्रस्तावास मंजुरी दिल्यापासुन ६ महिन्यांच्या अथवा सुढील परवानगीपूर्वा जे आधी असेल त्याचे आत ७/१२ उता-यानुसार हिस्सेनिहाय मोजणी नकाशा नादर करणे आवश्यक राहील व सादर करण्यात येणारा नकाशा व पंजुर नकाशा यांद्रो हही व क्षेत्रात काही वदल झाल्हास त्यानुसार सुंघारीत नकारो मंजुर करून घेणे विकासक यांचेवः वंधनकारक राहील अथवा पुढील सी.सी.पुर्वी जे आधी येईल त्यापुर्वी.
- 16) सुधारित युएलसी आदेशामधील सर्व अटी विकासक यांचेवर वंधनकारक राहतील.
- RERA वावतच्या तरतूदी करीताचे विकासक यांनी दिलेले हमीपत्र त्यांचेवर वंधनकारक राहोल.

परवानगी प्रामणपत्रामध्ये नमूद केलेल्या तसेच इत्तर आवश्यक प्रकाम न करणे प्रदेशे केंद्र व राज्य शासनाच्या विविध शासकिय विभागांच्या परवानगी प्रामणपत्रामध्ये नमूद केलेल्या तसेच इत्तर आवश्यक ित्तार क्षायक्ष्यक त्या परवानग्या प्राप्त करणे विकाक यांत्रेवर वंधनकारक राहील यावाबत कोणतही अनियन्तितता दिसून आल्यास ही · शायर धारणे, अहाराष्ट्र परवानगी रह करण्यात येईल.

धिनियमाचे ध्वना 9) व्युढील सी.सी. पुर्वी स.नं.१५/७ या भुखंडाचे शासनामे क्षेत्र वेगळे करुन त्यानुसार स्वतंत्र ७/१२ उतारा व पोटिहस्सा nii. ना पर्नः भारतीसमोजणी नकाशा सादर करणे आवश्यक राहील.

- .வ- धेष रोफ अप्20)" पुढील सी.सी. पुर्वी विकास प्रस्तायातील प्रस्तावित बृंधिकामाचे अनुपंगाने सागरी किनारा व्यवस्थापन प्राधिकरणाची मंजुरी सादर करणे व सदर मंजुरीनुसार नकाशांमध्ये सुधारणा करणे आवश्यक 🛮 झाल्यास सुधारीत नकाशे मंजुरीसादी सादर करणे बंधनकारक राहील.
  - 21) पुढील सी.सी. पुर्वी नागरी एकांत्रेत हद्द कायम मोजणी तंकाशा सादर करणे आवश्यक.
  - 22) २०,००० ची.मी. वरील वांधकाम क्षेत्राकरीता सी.सी. ची मागणी करणेपूर्वी पर्यावरण विभागाकडील नाहरकत दाखला सादर करणे वंधनकारक राहील.
  - 23) पुढील सी.सी. पुर्वी रस्ता व आरक्षणाच्या क्षेत्रावरील अतिक्रमण/अस्तित्वातील वांधकामे हटावेणे वंधनकारंक राहील.
  - 24) पुढील सी सी. पुर्वी वृक्ष विभागकडील ना हरकत दाखेला सादर करणे आवश्यक.
  - 25) पुढील सी.सी. पुर्वी आर.सी.सी. तज्ञांकडील स्ट्रक्चरल डिझाईन दर्शविणारे नकारो सादर करणे आवश्यक:
  - 26) पुढील सी.सी. पुर्वी स्ट्रॉर्म वॉटर ड्रेनबाबत सर्व्हीस कन्सल्टेट यांचे प्रमाणपत्र व नकाशे सादर करणे आवश्र्क.
  - 27) पुढील सी.सी. पुर्वी मलानिसारण विभागाकडील STP बावतचा ना हरकत दाखला सादर करणे आवश्यक.
  - 28) पुढील सी.सी. पुर्वी सदरच्या गरवानगीमध्ये शासन/म्होडा/यु.एल.सी. ची मालकी असलेल्या भुखंडांची अर्जदार यांच्या मालकीच्या भुखंडासमवेत अदला वदल दर्शविलेली असल्याने महापालिका देत असलेली प्रस्तृत परवानगी/सी सी. ही शासन/म्हाडा/यू.एल.सी. यांना मान्य असल्याबाबत संबंधित शासकीय संस्थेचे ना हरकत प्रमाणपत्र सादर करणे
  - 29) पुढील सी.सी.पूर्वी आवश्यक ठंदीचा ॲक्सेस रस्ता विकसीत करणे वंधनकारक राहील
  - 30) पुढील सी सी पुर्वी स.नं.३, हिस्सा नं.५ चे मोजणी तकाशावर स्थान दर्शवृत सुधारीत मोजणी नकाशा सादर करणे
  - पुढील सी.सी.पुर्वी CRZ II मधील नियोजीत बांधकामाकरीता Coastal Zone Management Authority कड़न नाहरकत् दाखला सादर करणे आवश्यकः

णपत्राची मागणी करणेपुर्वी नियोजित इमारतीची संरचना IS Code १८९३ च ४३६२ मधील भुकंपरोधक हु केली असल्याबायतचे आर.सी.सी. तज्ञांचे स्टॅबिलीटी प्रमाणपत्र सादर करणे आवश्यक. हुन्सल्टंट यांचे नकाशानुसार स्ट्रॉर्म बॉटर ड्रेनचे काम पुर्ण करणे आवश्यक.

पुढील कीणत्याही परवानगीपुर्वी A.R. Policy नुसार संबंधित विभागाचा नाहरकत दाखला सादर करणे वंधनकारक

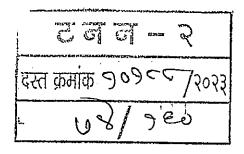
सादर विनिश्चिती बावतच्या दाखल्यामधील सर्व संबंधित अटी आपणावर बंधनकारक राहतील.

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- 36) जोता प्रमाणपत्राची भागणी करणेपुर्वी उप अधिक्षक भुमिअभिलेख कार्यालयाकडील मोजणी नकाशानुसार भुखंडाच्या हृद्दीचर कुंपणिमत बांघणे आवश्यक.
- 37) वापर परवान्यापूर्वी अग्निशमन विभागाचा अंतिम नाहरकत दाखला सादर करणे आवश्यक.
- 38) वापर परवान्यापुर्वी वृक्ष, पाणी व ड्रेनेज विभागाचा नाहरकत दाखला सादर करणे आवश्यक.
- 39) वापर परवान्यापुर्वी नियोजित इमारतीची संरचना IS Code १८९३ व ४३६२ मधील भुकंपरोधक तरतुर्दीनुसार केली असल्याव्यवतचे आर.सी.सी. तज्ञांचे स्टॅबिलीटी प्रमाणपत्र सादर करणे आवश्यक.
- 40) वापर परवान्यापुर्वी इमारतीच्या आतील बाजुस सी.सी.टीव्ही. यंत्रणा बसविणे व कार्यान्वित करणे आवश्यक.
- 41) वापर परवान्यापुर्वी रेन वॉटर हार्वेस्टिंग योजना रार्वावणे तसेच त्याच्या पुर्णत्वावावत Service Consultant यांचा दाखला व पाणी पुरवंदा विभागाचा नाहरकत दाखला सादर करणे आवश्यक.
- 42) वापर परवान्यापुर्वी संवंधित विभागाकडुन उद्वाहन अनुजाप्ती प्रमाणपत्र प्राप्त करून ते सादर करणे वंधनकारक राहील.
- 43) चागर परवान्यापुर्वी सोलार वॉटर हिटींग सिस्टमसाठीच्या कामाचा निथमानुसार पुर्णत्वावावत Service Consultant यांचा दाखला सादर करणे आवश्यक.
- 44) नियमानुसार आवश्यक ती शुल्के बेळोबेळी भरणे बंधनकारक राहील.
- 45) वापर परवान्यापुर्वी Organic Waste Disposal System रावविणे वंधनकारक राहील.
- 46) बांधकामास टाणे महानगरपालिका पाणी पुरवठा करणार नाही. फवत पिण्याचे पाणी ठपलव्यतेनुसार पुरविण्यात थेईल.
- 47) प्रत्यक्ष जागेवरील कोलशेत रस्त्यापासुन प्रस्तावाधीन भुखंडापर्यंत अस्तित्वातील १२.००मी. रुंदीचा रस्ता टि.आय.एल. आर मोजणी नकाशावर दर्शवृन दि.३१/०३/२०२२ पर्यंत मोजणी नकाशा दाखल करणे वंघनकारक राहील व त्याबावत विकासक यांनी दि. ३१/०४/२०२२ रोजी दिलेले हमीपत्र त्यांचेवर वंधनकारक राहील.
- 48) वृक्षाने बाधीत बांयकाम वृक्ष विभागाचा नाहरकत दाखला घेतल्याशिवाय करण्यात येक नये. याबावत विकासक यांनी दिलेल्या दि ३१/०१/२०२२ रोजीचे हमीपत्र त्यांचेवर वंधनकारक राहील
- 49) ॲक्सेस रस्त्यावायत विकासक यांनी दि.३१/०१/२०२२ रोजी दिलेल्या हमीपत्रानुसार पुर्तता न झाल्यास जागेवर बांधकाम थांयविणे बंधनकारक राहील.

सावध

भंजूर नकाशानुसः । व विकासः निर्वत्रण नियमावः परवानस्या च चेता बन्धिकाः प्रादेशिकः च नगर रचना ३ अनुसार दाहरू। इ.स. १५० कारत ३ वर्षे वरः । व. १०



Yours faithfully,

(अवार्ग विकार)
Executive Engineer,
जहर विकास विभाग
Municipal Corporation of
The City of Thane.



斯.

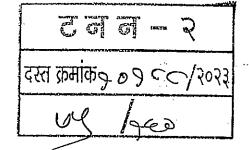
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ANNEXURE "D" TITLE CERTIFICATE

INDINLAW

TITLE CERTIFICATE

DATED 774 FEBRUARY, 2022

SUBMITTED TO

RUNWAL CONSTRUCTIONS

1 Delhi | Chennal | Kelkata | Bengaluru | Hyderabad | Cochin | Ahmedabad | Pune | UAE d office- INDIALAW LLP, Apeejay Chambers, Ground fir, Wallace St, Fort, Mumbai - 400 00 .

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Purchaser/s

g - mumbol@indialaw.in | t - 022-22197400

टनन २
दस्त क्रमांक 909 ८८ /२०२३
UE / 900



#### INTRODUCTION:

This title investigation has been conducted by INDIALAW LLP pursuant to the instructions received from its client 'Runwal Constructions', ("Runwal"), a partnership firm formed under the Indian Partnership Act, 1932, and having its registered office at Runwal & Omkar Esquare, 5th Floor, Opp. Sion Chunabhatti Signal, Off. Eastern Express Highway, Sion East Mumbai - 400 022 - in respect of all that piece and parcels of lands, admeasuring approximately 69,595 square metres forming a part of all those parts and parcels of land totally admeasuring approximately 1,55,697.71 Sq. Mtrs. lying being and situated at Village Kolshet, District Thane, (as more particularly described in the Schedules appearing hereunder and referred to as the "said Land" and "Larger Land" respectively).

#### DOCUMENTS REVIEWED:

We have reviewed the copies of the following documents ("Due Diligence Information"):

- i. Title Certificate dated 6th July 2007 issued by Kanga & Co. in respect of the Larger Land, subject to the qualifications as more particularly mentioned therein.
- Development Agreement dated 11th June, 1987 executed by Bombay Wire Ropes Limited in favor of Warden Synplast Private Limited:
- iii. Power of Attorney dated 11th June, 1987 executed by Bombay Wire Ropes Limited in favor of Warden Synplast Private Limited;
- iv. Supplemental Agreement dated 28th February, 1989 executed by Bombay Wire Ropes Limited in favor of Warden Synplast Private Limited;
- Power of Attorney dated 28th February, 1989 executed by Bombay Wire Ropes Limited in favor of Warden Synplast Private Limited;
- Tripartite Agreement dated 28th February, 1989 executed between Bombay Wire Ropes Limited, Punjab National Bank and Warden Synplast Private Limited;
- Exemption Order dated 7th November, 1990 issued by the Government of Maharashtra under Section 20(1) of the Urban Land Ceiling Act 1997 ("ULC Act" ):Corrigendum Order dated 9th April 2003 passed by Addl. Collector & Competent Authority under Section 8(4) of the ULC Act, Order dated 30th November 2004, passed by Dy. Collector &



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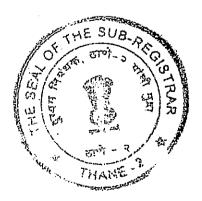
Competent Authority; and the Order dated 28th August, 2006 issued by the Office of the · Chief Minister (Town Development) under the provisions of Section 34 of the ULC Act.

- Development Agreement dated 29th December, 2005 executed between Bombay Wire Ropes Limited, Warden Synplast Private Limited and Runwal Constructions;
- ix. Power of Attorney dated 28th February, 2005 executed by Bombay Wire Ropes Limited and Warden Synplast Private Limited in favor of Subhash Runwal, Sandeep Runwal, Sabodh Runwal and Chanda Runwal partners of Runwal Constructions;
- Supplemental Agreement dated 21<sup>st</sup> June, 2006 executed between Bombay Wire Ropes Limited, Warden Synplast Private Limited and Runwal Constructions;
- Consent Terms dated 10th July. 2012 signed before the Hon'ble High Court of Bomb sy;
- Village Form 7/12 extracts dated 3rd November 2021 issued by the Talathi, Kolshet; xii.
- Mutation Entries extracts issued from time to time by the Talathi, Kolshet;
- DP Remarks for the Larger Land. xiv.

#### TITLE HISTORY: 3.

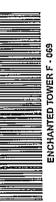
- On the perusal of the above mentioned documents, we understand the following:
- Vide various Agreement/s of Sale and/or Sale Deeds executed in and around 1963-1964 by and between several individual owners of contiguous land parcels forming the Larger Land and Bombay Wire Ropes Limited ("BWR") a company registered under the provisions of the Companies Act, 1956, BWR became the owner and possessed and/or otherwise well and sufficiently entitled to the said Larger Land, as more particularly mentioned in the Title Certificate dated 6th July 2007 issued by Kanga & Co.
- ii. By and under an unregistered Development Agreement dated 11th June, 1987 ("1987 Development Agreement"), 3WR granted the development rights in respect of portion of the Larger Land admeasuring around 1,44,423.81 Sq. Mtrs. in favor of Warden Synplast Private Limited ("Warden") (including the portion of land admeasuring 13,791.03 Sq. Mtrson which a factory building as was then existing stood, hereinafter referred to as the "Factory Portion"), for the consideration and on such other terms and conditions as more particularly contained therein.





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- iii. By and under Power of Attorney/s dated 11th June, 1987 read with 28th February 1989 BWR appointed Warden as its lawful and constituted attorney to interalia develop and sell the said 1,44,423.81 Sq. Mtrs of Land, as more particularly mentioned therein.
- iv. As recorded under the 1987 Development Agreement, Punjab National Bank (PNB) had a lien and a floating charge on the said 1,44,423.81 Sq. Mtrs. of Land, for the facilities availed and the amounts due and payable by BWR to PNB.
- v. Vide a Supplemental Agreement dated 28th February, 1989 executed between BWR and Warden, it was interalia agreed between the said parties that upon payment of the balance consideration amount of Rs. 60,00,000/- (Rupees Sixty Lakhs Only), out of the total consideration of Rs. 1,00,000,00/- (Rupees One Crore only) by Warden directly to PNB, PNB would release its charge on the said 1,44,423.81 Sq. Mtrs of Land, save and except the Factory Portion of land and such other terms and conditions as more particularly mentioned therein.
- vi. Accordingly, by and under Deed of Partial Release dated 7th June, 1989 executed by PNB, PNB released its mortgage / charge on thesaid1,44,423.81 Sq. Mtrs of Land (save and except the Factory Portion)upon the payment of balance sum of Rs. 60,00,000/- (Rupees Sixty Lakhs Only) by Warden. It was further agreed that as and when the amounts due under all facilities made available to BWR by PNB are paid in full, PNB shall release its mortgage security on the said Factory Portion, as more particularly provided there in As per the ROC search conducted on the website of Ministry of Corporate Affairs and also as informed by Runwal, there are no active charges on the said Land. Hence, we understand that the Factory Portion has been released by PNB.
- vii. Vide a registered Development Agreement dated 29th December, 2005 ("2005 Development Agreement") between BWR as the Vendor, Warden as the Confirming Party and Runwal Constructions ("Runwal") as the Developer (collectively referred to as the Parties), BWR in confirmation with Warden, granted development rights in respect of the Larger Land in favor of Runwal, for the consideration and on the terms and conditions more particularly contained therein.
- viii. By way of Power of Attorney dated 28th February, 2006 registered before the Sub-Registrar Bombay under Sr. No. 633/2006; BWR and Warden nominated and appointed Subhash



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Runwal, Sandeep Runwal, Subodh Runwal and Chanda Runwal, Partners of Runwal as their lawful attorneys for the acts, matters and deeds more particularly mentioned therein in respect of the said Larger Land andto present and lodge the above referred 2005 Development Agreement with respect to the Larger Land.

- ix. Vide a Supplementary Agreement dated 21th June, 2006 the Parties agreed and recorded certain modifications to the 2005 Development Agreement as more particularly contained therein.
- x. Pursuant to certain disputes that subsequently arose between the Parties, Warden filed Arbitration Petition No. 797 of 2011 before the Hon'ble High Court of Bombay. Vide Consent Terms dated 10th July, 2012 arrived at and executed between the Parties, it was interalin agreed between the Parties that the 2005 Development Agreement and Power of Attorney dated 28th February, 2006are valid, subsisting and binding and the 1987 Development Agreement and Power of Attorney dated 11th June, 1987executed in favor of Warden stood terminated. It was further agreed that, BWR shall upon being ca'led by Runwal execute and register the Indenture of Conveyance in respect of the Larger Land in favour of Runwal.
- xi. Though the Larger Land as described in the 2005 Development Agreement admirasures 1,55,697.71 Sq. Mirs, however the total land area available as per the revenue records i.e. as per the 7/12 extracts (dated 3rd November 2021) admeasures approximately 1,42,544 square metres only.

#### B. <u>DEVELOPMENT RESTRICTIONS:</u>

i. Upon perusal of the orders issued by the Additional Collector & Competent Authority of the Government of Maharashtra and/or the State Government from time to time from 1990 till 2006 under the provisions of the ULC Act (since repealed) it appears that certain portions of the Larger Land (excluding the said Land) are affected by the provisions of the ULC Act. A portion of land admeasuring approximately 22,835 square metres of land has been handed over to MHADA/Govt of Maharashtra in 1994 and portion admersuring approximately 50,333 square metres of land is under various reservations in the development plan including mangroves, ULC etc. However, the aforesaid portions do not form part of the said Land and/or affect the title and/or the development of the said Land.





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- ii. As referred in the Notification dated 14th February 2007 issued by the Central Govt. of India under the provisions of Works of Defence Act, 1907; no structure or building shall be constructed, created or erected or no tree shall be planted on any land which falls within the limits of 100 Mtrs.in the vicinity of Indian Air Force Stations or Installation, as more particularly stated therein. Further, Air Force Station, Thane and Air Force Station Yeour/Kanheri Hills are affected by this restriction.
- iii. A portion of the said Land admeasuring 6923.40 square metres (approx) is under 100 metres restriction as per the above referred Notification. The same is demarcated in the DP Remarks for the Larger Land.

#### 4. REVENUE RECORDS:

- The Village Form 7/12extracts (dated 3rd November 2021) reflect the holding/occupancy of BWR in respect of said and viz. 69,595 square metres approximately out of the Larger Land.
- ii. Mutation Entry No. 2850 dated 8th July, 2013 issued by the Talathi, Kolshet records that vide Order bearing Ref. No. ULC/TA/ATP/KLM 20/234 dated 24th June, 2013, the entry of Government of Maharashtra as the holder in respect of the land bearing Survey Nos. 1/2, 1/4, 1/5, 1/6, 3/1, 3/3, 3/4, 3/5, 3/6, 4/1, 4/2, 5/1, 5/4, 5/6, 18/8, 19/3, 19/4, 19/5,19/6, 19/7, 19/8, 19/9, 20/3, 21/1(Part), 21/8, 22/2, 22/3, 22/7,23/2, 24/3, 24/10& 32/2 was struck down and the name of BWR was recorded in the Village Form No. 7/12 extracts.
- iii. Mutation Entry No. 3348 dated 25th August, 2021 issued by the Talathi, Kolshet records that vide Order bearing Ref. No. ULC/TA/ATP/KALAM20/SR/1745/478/2021 dated 4th August, 2021, permission to develop for residential purpose was granted in respect of the portion/sof land admeasuring 14,533.75 Sq. Mtrs. in Survey Nos. 1/2/A, 1/2/B, 1/4/A, 1/4/B, 1/4/C, 1/4/D, 1/5, 1/6, 3/1, 3/4, 3/5/A, 3/5/B, 3/5/C, 3/6,4/1/A, 4/1/B, 4/2, 5/1, 5/4, 18/8, 19/3/A, 19/3/B, 19/4/A, 19/4/B, 19/4/C, 19/4/D, 19/5, 19/6, 19/7, 19/8, 19/9, 20/3, 21/2, 21/8/A, 21/8/B, 22/2/A, 22/2/B, 22/7/A,24/3, 24/10 and 32/2 (forming a part of the said Land) on the terms & conditions particularly mentioned therein and the entry in the other rights column as' Area under Section 20/21 and 'no transfer without prior permission' was struck down.

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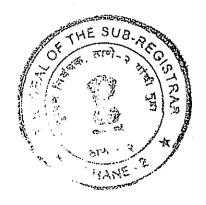
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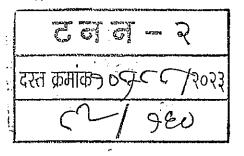
- iv. Mutation Entry Nos. 3352 dated 9th September 2021 issued by the Talathi records that as perLetter bearing Ref. No. Revenue/Kaksh-1/T-3/Hukkanond/Kaavi-9094/2021 dated 8th September, 2021; in view of the portion of land admeasuring 22,835,375 Sq. Mtrs. already handed over to MHADA and area admeasuring 3,470,108 Sq. Mtrs. (reserved for road), therefore, the pencil entry in respect of the area of 26,305.483 Sq. Mtrs(out of the Larger Land) in Survey Nos. 1/1, 1/2/A, 1/2/B, 1/3 1/4/A, 1/4/B, 1/4/C, 1/4/D,1/5, 1/6, 1/7, 1/8, 1/10, 1/12, 1/13, 1/15, 2/1/A, 2/1/B, 2/1/C,5/4, 5/5, 5/6, 5/7/A, 6/3, 6/4, 6/5, 6/6, . 17/1, 17/2, 17/3. 17/4, 17/5, 17/6, 17/7, 18/1, 18/2, 18/4, 18/5, 18/6, 18/7, 18/8, 18/9, 19/1,19/2, 19/3/A, 19/3/B, 19/4/A, 19/4/B, 19/4/C, 19/5, 19/6, 19/7, 19/8, 19/9, 20/1, 20/2, 20/3, 20/4, 20/5/A, 20/6, 20/7/A, 20/8, 20/9, 20/10, 21/1/A, 21/2, 21/3, 21/4, 21/5, 21/6, 21/7, 21/8/A, 22/1, 22/2/A, 22/3/A, 22/4, 22/5, 22/6, 22/7/A, 22/8/A, 23/2, 24/1, 31/1/A and 32/1 was deleted.
- Mutation Entry No.3368 dated 28th October 2021 issued by the Talathi Kolshet records that vide letter bearing No. Revenue/Kaksh-1/hakkanond/T-3/Kaavi-9094/2021 dated 27th September 2021; the pencil entry in respect of Survey No.23/1 has been deleted.
- Mutation Entry No. 3369 dated 28th October, 2021 issued by the Talathi, Kolshet records that, vide the Order dated 27th October, 2021 in Appeal No. 05/2021, it was inter aliaheld that, since the period of 90 years had elapsed from the encumbrance of Rs.499/- noted on portion/s of land bearing Survey No. 8/14 20/7/A, 20/10, 21/5 & 21/6(forming a part of the said Larger Land) the same had become time barred and hence struck down.
- Mutation Entry No. 3370 dated 28th October, 2021 issued by the Talathi. Kolshet records that, vide Letter bearing Ref. No. Revenue/Kaksh-1/T- 3/Hakkanond/Kaavi-8:73/2021 dated 11th August, 2021, the charge on Survey No. 4/1/B created in favor of M/3. R. W. Sawant & Co. vide Mutation Entry No. 2329 was struck down.
- viii. Mutation Entry No. 3372 dated29th October, 2021 issued by the Talathi, Kolshet records that, vide Order bearing Ref. No. ULC/TA/A'TP/SEC.20/SR/1745/478/2021 dated 4th August, 2021, the permission for the development of portion of the said Land bearing Survey Nos. 3/3, 4/2, 5/6, 22/3/A &23/2totally admeasuring 14,535.75 Sq. Mtrs. for residential purpose was granted on the terms & conditions particularly mentioned therein and the entry in the other rights column as 'Area under Section 20/21 and no transfer without prior permission' was struck down.





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- ix. Mutation Entry No. 3373 dated 29th October, 2021 issued by the Talathi, Kolshet records that, since the land bearing Survey Nos. 5/7/B, 5/7/C,8/10, 8/11, 8/12/A, 8/12/B, 8/14, 8/15, 17/2, 17/3, 17/5, 17/6, 17/7, 18/2, 18/5, 19\/1, 31/1/A, 31/1/B, 31/3, 31/4/A, 31/4/B, 31/6/A& 31/6/B was transferred in favor of the Government of Maharashtra, the entry in the other rights column under Section 20/21 was struck down.
- Mutation Entry No. 3374 dated 29th October, 2021 issued by the Talathi, Kolshet records that, vide Letter bearing Ref. No. Revenue/Kaksh-1/I-3/Hakkanond/Kaavi -1844/2021 dated 28th October, 2021 and pursuant to the deduction of vacant land from the total extent of 1,44,444.936 Sq. Mtrs. ,the land bearing Survey Nos. 5/7A, 6/1, 8/1, 8/2, 8/3, 8/6, 8/7, 8/8, 8/9, 17/1, 17/4, 18/1, 18/4, 18/7, 18/9, 19/2, 20/5/A, 20/7/A, 20/7/B, 20/8, 20/9, 20/10, 21/1/A, 21/1/C, 21/5, 21/7, 22/1, 22/4, 22/5, 22/8/A, 23/1, 24/1, 31/5, 32/3/A, 32/3/B, 32/4, 32/5, totally admeasuring 75,08\$.528 Sq. Mtrs. was declared as the balance holding of BWR.
- Upon perusal of the above mentioned documents and revenue records, it appears as follows:

Details	Area of the Land	
Larger Land under the 2005 Developme Agreement	1,55,697.71 Sq. Mtrs	
Larger Land area as per 7/12 Extracts	1,42,544.00 Sq.Mtrs.	
Land handed over to MHADA	22,835.136 Sq.Mtrs.	
Land interalia under various reservations	50,333.266Sq.Mtrs	
Balance Land presently available to Runwal for	69,595 square metres approximately	
development and construction	("said Land")	
	(subject to such variation as per TILR)	

### 6. SRO SEARCH:

**ENCHANTED TOWER F-069** 

We have caused our Search Clerk to conduct the title search in the Offices of the Sub-Registrar, Thane No. 1 to 11 for the period of 30 years from 1992 till 2021 to ascertain the title in respect of the said Larger Land. As per the Search Report obtained no adverse entries / encumbrances are shown, except the following:-

i. Notice of Lis Pendens dated 15th July, 2005 bearing Doc. No. 5473/2005 between Ramesh Wamanrao Sawant and BWR &Anr. in respect of the portion of sain



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admeasuring 1,25,349.10 Sq. Mirs. Vide Nutation Entry No. 3370 dated 28th October, 2021 issued by the Talathi, Kolshetit is recorded that the charge on Survey No. 4/1/B created in favor of M/s. R. W. Sawant & Co. vide Mutation Entry No. 2329 is struck down.

Note:

- (a) Runwal has informed that R.W. Sawant had filed Suit No. 1871/2005 seeking interalia Specific Performance of the alleged agreement entered into vide letter dated 69.04.2005 ("alleged agreement") between BWR and R.W. Sawant for the sale of the suit property admeasuring the area of 1,44,444,93 sq. mtrs situated at Kolshet Road, Tl.ane and declaration that the termination dated 10.06.2005 of the alleged agreement by BWR is null and void. The Said suit was dismissed as withdrawn by order dated 3rd July 2020.
- (b) In RTS Revision No. 19 of 2016 filed by R.W. Sawant against BWR, the Hon'ble Additional Commissioner Konkan Division dismissed the said Revision Application on 7th April 2016 and confirmed the order passed by the Additional Collector, Thrue dated 30th December 2015 thereby deleting the name of R.W Sawant in the other rights column of the 7/12 extract. Pursuant to the order dated 30th December 2015, Mutation entry No. 2965 was recorded on 19th January 2016 and name of R.W Sawant and the charge of Rs. 50,00,000/- of "R.W. Sawant & Co." was deleted from all the Survey Nos, as more particularly recorded therein.

Thus in view of the above, the Lis Pendens reflected above, only remains to be formally withdrawn and nothing survives therein

 Notice of Lis Pendens dated 12th December, 2014 bearing Doc. No. 10167/2014, Claim No. 57/2012-13 by Sunil Sampat Wagh.

#### 7. ROC SEARCH

The ROC search on the MCA website does not reveal any charges created in respect of the said Land.

#### 8. LITIGATION:

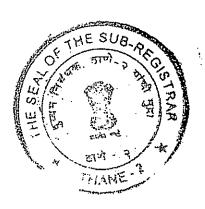
 Before Civil Judge, Jr. Division, Thane Suit No. 746/2007

Hirubai Gharat and Ors Vs Bombay Wires Ropes Ltd and Anr &

Before Bombay High Court

Civil Revision Application No. 11 of 2019





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Runwal Constructions Vs Hirubai Tukaram (Since Deceased) Thr. Mrs. Sakhubai Hanumant Bhoir and Ors.

A declaratory suit has been filed by one Hirubai Gharat and Ors alleging adverse possession in respect of Survey No.5, Hissa No.6 Area 14 R 9P (1490 square metres approx). In the application filed by Runwal seeking dismissal of the plaint, vide an order dated 27th November 2018, the suit was held to be partially maintainable. Being aggrieved by the said order, Runwal Constructions filed aforesaid Civil Revision Petition before Bombay High Court, whereby the suit filed before Thane Court has been stayed by Hon'ble High Court vide its order dated 17.01.2019. No adverse order is passed till date.

Before Jt. Civil Judge, Senior Division, Thane Suit No. 747/2007

Shivram Anant Gharat & others Vs BWR & anr

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Before Bombay High Court

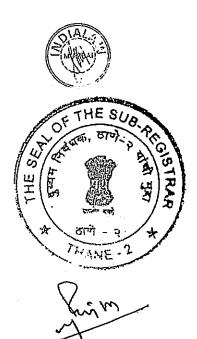
Civil Revision Application No. 11 of 2019

Runwal Constructions Vs Shivram Anant Alias Antya Gharat (Since Deceased) through his legal representatives and Ors.

A declaratory Suit has been filed by one Shivram Gharat and Ors (plaintiffs) alleging adverse possession in respect of (i) Survey No. 32. Hissa No 3(A) admeasuring 116.10 sq.mtrs. (ii) Survey No. 32. Hissa No 3(B) admeasuring 4933.90 sq.mtrs (iii) Survey No. 17 Hissa No 4 admeasuring 9R 2P. In the application filed by Runwal seeking dismissal of the plaint, vide an order dated 27th November 2018, the suit was held to be partially maintainable. Being aggrieved by the said order, Runwal Constructions filed Civil Revision Petition before Bombay High Court, whereby the suit filed before Thane Court has been stayed by Hon ble High Court vide its order dated 17.01.2019.No adverse order is passed till date.

iii. Before Judicial Magistrate First Class at Thane
 SCC/3513 of 2018
 Bombay Wire Ropes Ltd. Vs Vimal Bhalvi and ors.

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BWR filed complaint u/s 630 of Indian Companies Act against Uday Bhal/i, who continued to occupy the company quarters despite his service coming to an end, seeking eviction for recovery of possession of company quarter i.e. a room number 6 of about 180 sq. feet. Case is abated as Uday Bhalavi expired. Hence fresh criminal complaint filed against his legal heirs. The legal heirs, Accused failed to appear before Court after service. Bailable warrant has been issued against accused.

iv. Before Sessions Court at Thane
 Criminal Appeal No. 130 of 2017
 Mr. Uttamsingh Shersingh Vs Bombay Wire Ropes

BWR filed complaint u/s 630 of Indian Companies Act against Uttamsingh, who continued to occupy the company quarters despite his service coming to an end, seeking eviction for recovery of possession of company quarter i.e. a room number 50f about 180sq. feet. Accused / Uttamsingh was convicted by order dated 26.09.2017. Accused preferred Cr. Appeal 130/17 before Sessions Court Thane. Conviction order dt. 26.09.2017 was stayed by order dated 17.11.2017 passed by Sessions Court. Matter is for final hearing. No adverse order passed till date.

v. Before Sessions Court at Thane
Criminal Appeal No. 132 of 2017
Mr. V. A. Michael Vs Bombay Wire Ropes Ltd

BWR filed complaint w/s 630 of Indian Companies Act against V.A Michael, who continued to occupy the company quarters despite his service coming to an end, seeking eviction for recovery of possession of company quarter i.e. a room number 4of about 180sq. feet. Accused /V.A Michael was convicted by order dated 26.09.2017. Accused preferred Cr. Appeal 132/17 before Sessions Court Thane. Conviction order dt. 26.09.2017 was stayed by order dated 17.11.2017 passed by Sessions Court. Accused preferred Cr. Appeal 132/17 before Sessions Court Thane. Conviction order dt. 26.09.2017 was stayed by order dated 17.11.2017 passed by Sessions Court. Matter is for final hearing. No adverse order passed till date.



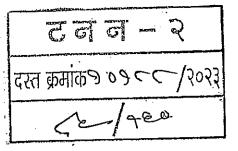


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Before Sessions Court at Thane Criminal Appeal No. 131 of 2017

Mr. Tanaji Nivrutti Thorat & Mr. Atul Nivrutti Thorat Vs Bombay Wires Ropes Ltd.

BWR filed complaint u/s 630 of Indian Companies Act against Tanaji Thorat & Another, who continued to occupy the company quarters despite his service coming to an end , seeking eviction for recovery of possession of company quarter i.e. a room number 7of about 180 sq. feet. Accused / Tanaji Thorat was convicted by order dated 26.09.2017. Accused preferred Cr. Appeal 131/17 before Sessions Court Thane. Conviction order dt. 26.09.2017 was stayed by order dated 17.11.2017 passed by Sessions Court. Matter is for final hearing Now accused preferred Cr. Appeal 131/17 before Sessions Court Thane. Conviction order dt. 26.09.2017 is stayed by order dated 17.11.2017 passed by Sessions Court. Matter is for final hearing No adverse order passed till date.

Runwal has informed that the aforesaid quarters, as mentioned in the litigations stated above at serial no. (iii) to (vi) above, are falling in the portion of land admeasuring 6923.40 sq.mtrs. as mentioned in Para No. B (iii) above.

vii. Before Hon'ble Supreme Court of India

SLP (Civil) 6621/2011 filed by Bombay Wire Ropes Ltd Vs D.G. Jagade and 89 Ors. (converted to Civil Appeal 2697 / 2012)

BWR filed the aforesaid SLP being aggrieved by the order dated 23.11.2010 passed by Bombay High Court in Writ Petition no. 7819 of 2010 thereby condoning the delay in application filed by certain workers (Respondents) in Complaint ULP / 308 of 2010before Industrial Court at Thane alleging unfair labour practices filed against BWR. The Complaint was filed to direct the Respondent - BWR Company to pay each of the Complainants an amount equal to the difference between Rs.4,20,000/- amount. Paid by Runwal Constructions to 28 workmen towards settlement of their dues and the amounts received by the said Complainants in March 2006 from BWR as per actual calculations.

The Hon'ble Supreme Court of India vide Order dated 24.02.2012 stayed the operation of Bombay High Court's Order. The matter is pending before Hon'ble Supreme Court for

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final consideration. In view of the Supreme Court order dated 24.02.2012, proceeding before Industrial Court is stayed.

viii. Before High Court, Bombay
Writ Petition No. 9421 of 2003
Association of Engineering Workers
V/s.
Bombay Wire Ropes

The Association of Engineering Workers filed the aforesaid Writ Petition against the order of the Hon'ble Industrial Court dated 30th November 2000 in an application filed under Section 28 of the Maharashtra Recognition of Trade Unions and Prevention of Unfair Labour Laws Practices Act 1979 directing BWR to pay wages for the lock out only during the period from 6th November 1986 to 24th November 1986 and that the Respondents be directed to interalia pay full wages benefits, facilities to the workmen during the period of lockout from 7th November 1986 till the lockout was lifted and other reliefs. The Writ Petition is pending. No adverse orders passed.

ix. Before Industrial Court at Thane

Complaint (ULP) 238 of 1995

Association of Engineering Workers Vs Bombay Wire Ropes and Ors

Complaint was filed by the Complainant challenging the lock out commenced by BWR with effect from 30.03.1995, under the provisions of Maharashtra Recognition of Trade Unions and Prevention of Unfair Labour Laws Practices Act 1979. The same is pending till date. However no adverse orders have been passed.

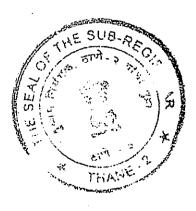
x. Before Industrial Court at Thane

Reference IT 35 of 2006

Association of Engineering Workers Vs Bombay Wires Ropes Ltd

BWR - Company closed the business of manufacturing in the undertaking permanently and irrevocably w.e.f. 01.11.2006. The said Closure was challenged by the Association of Engineering Workers. The same is pending till date. However no adverse orders have been passed.



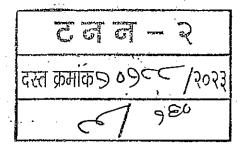


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#### Note:

Runwal has informed that in another matter being Civil Appeal bearing No. 215 of 2015 filed by Runwal Constructions against the State of Maharashtra impugning the order passed in Writ Petition No. 11110 of 2012 filed by D.J Jagade and other workmen before the Hon'ble High Court, Bombay challenging the NOC dated 1st November 2012 granted by the Labour Commissioner, the Hon'ble Supreme Court had directed Runwal to deposit a sum of Rs. 1,00,00,000/. (Rupees One Lakh only) Accordingly Runwal had deposited the said amount. Thereafter the Labour Commissioner had sent a final report to the Hon'ble Supreme Court. Vide order dated 2nd December 2015, Hon'ble SC directed that the workmen who appeared before the Labour Commissioner, would not be entitled to make any further grievances and further directed Runwal to deposit a further sum of Rs. 1 Jakh before the Labour Commissioner, State of Maharashtra who shall disburse the amount as determined by him.

The Civil Appeal was accordingly allowed and "No Objection Certificate" already granted by the Labour Commissioner in favour of Runwal Construction was held to stand revived. Thereafter the workmen filed a Review Petition No. 1709 of 2016 before Supreme Court. The said Review Petition was also dismissed on 30th August 2016.

In view of the above Order passed by the Hon'ble Supreme Court in Civil Appeal 215 of 2015, which has attained finality and the compliances of the directions of the said Order by Runwal, the grievances of all the workmen in the litigations mentioned in Serial Nos. (vii) to (x) above, do not appear to survive and formal withdrawal and/or disposal in terms thereof alone remains.

### 9. OBSERVATIONS:

On perusal and scrutiny of the various documents, deeds, reports and writings as referred herein above, it is observed as under:

- i. The Title Certificate issued by Kanga& Co certifies the title of BWR as clear and marketable in respect of the Larger Land subject to what is stated therein.
- ii. The extracts of Village Form 7/12 with respect of the said Land reveal that the name of BWR as the occupant has been duly mutated therein.

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- iii. The orders passed under the ULC Act do not affect the title and/or the development of the said Land in any manner whatsoever.
- iv. The litigation records and status do not affect the development of the said Land.

## 10. <u>OPINION</u>:

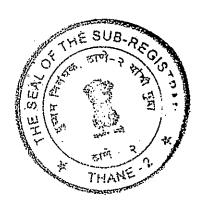
Based upon the perusal of the documents provided to us and subject to what is stated above, we hereby certify that Runwal has clear and marketable right, title and interest as the developer of the said Land.

Yours truly,

Shyam B. Mohite Associate Partner INDIALAW LLP



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#### FIRST SCHEDULE

Larger Land

All those pieces and parcels of lands bearing Survey Nos. 1/1, 1/2 (Part), 1/2 (Part), 1/3, 1/4(Part), 1/4(Part), 1/4(Part), 1/4(Part), 1/5, 1/6, 1/7, 1/8, 1/10, 1/11, 1/12, 1/13, 1/14, 1/15, 2/1(Part), 2/1(Part), 2/1(Part), 2/1(Part), 2/2, 2/3, 2/4, 2/5, 3/1, 3/2, 3/3, 3/4, 3/5(Part), 3/5(Part), 3/5(Part), 3/6(Part), 4/1(Part), 4/1(Part), 4/2, 5/1, 5/2, 5/3, 5/4, 5/5, 5/6, 5/7(Part), 5/7(Part), 5/7(Part), 6/1, 6/2, 6/3, 6/4, 6/5, 6/6, 6/7, 8/1, 8/2, 8/3, 8/4, 8/6, 8/7, 8/8, 8/9, 8/10, 8/11, 8/12(Part), 8/12(Part), 8/13/2(Part), 8/14, 8/15, 17/1, 17/2, 17/3, 17/4, 17/5, 17/6, 17/7, 18/1, 18/2, 18/3, 18/4, 18/5, 18/6, 18/7, 18/8, 18/9, 19/1, 19/2, 19/3(Part), 19/3(Part), 19/4(Part), 19/4(Part), 19/4(Part), 19/5, 19/6, 19/7, 19/8, 19/9, 20/1, 20/2, 20/3, 20/4, 20/5, 20/6, 20/7, 20/8, 20/9, 20/10, 21/1(Part), 21/1(Part), 21/2, 21/3, 21/4, 21/5, 21/6, 21/7, 21/8, 22/1, 22/2, 22/3, 22/4, 22/5, 22/6, 22/7, 22/8, 23/1, 23/2, 24/1, 24/3, 24/5, 24/8, 24/9, 24/10, 24/11, 31/1(Part), 31/1(Part), 31/2, 31/3, 31/4, 31/5, 31/6 (Part), 31/6(Part), 32/1, 32/2, 32/3, 32/4(Part), 32/5 totally admeasuring 1,55,697.71 Sq. Mtrs. or thereabouts, lying, being and situated at Village Kolshet, Taluka and District of Thane

## SECOND SCHEDULE

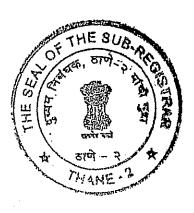
Said Land

All those pieces and parcels of land bearing Survey Nos. 1/1, 1/2A , 1/2B , 1/3, 1/4A, 1/4B, 1/4C, 1/4D, 1/5, 1/6, 1/7, 1/8, 1/10, 1/11, 1/12, 1/13, 1/14, 1/15 , 2/1A, 2/1B, 2/1C, 2/1D, 2/2, 2/3, 2/4, 2/5, 3/1, 3/2, 3/3, 3/4, 3/5A, 3/5B, 3/5C, 3/6, 4/1(Part), 4/1A, 4/1B, 4/2, 5/1, 5/2, 5/3, 5/4, 5/5, 5/6, 5/7A, 5/7B, 5/7C, 6/1, 6/2, 6/3, 6/4, 6/5, 6/6, 6/7, 8/1, 8/2, 8/3, 8/4, 8/6, 8/7, 8/8, 8/9, 8/10, 8/11, 8/12A, 8/12B, 8/13B, 8/14, 8/15, 17/1, 17/2, 17/3, 17/4, 17/5, 17/6, 17/7, 18/1, 18/2, 18/3, 18/4, 18/5, 18/6, 18/7, 18/8, 18/9, 19/1, 19/2, 19/3A, 19/3B, 19/4A, 19/4B, 19/4C, 19/5, 19/6, 19/7, 19/8, 19/9, 20/1, 20/2, 20/3, 20/4, 20/5A, 20/5B, 20/6, 20/7A, 20/7B, 20/8, 20/9, 20/10, 21/1A, 21/1C, 21/2, 21/3, 21/4, 21/5, 21/6, 21/7, 21/8A, 21/8B , 22/1, 22/2A, 22/2B, 22/3A, 22/3B, 22/4, 22/5, 22/6, 22/7A, 22/7B, 22/8A, 22/8B, 23/1, 23/2, 24/1, 24/3, 24/5, 24/8, 24/9, 24/10, 24/11, 31/1A, 31/1B, 31/1C, 31/2, 31/3, 31/4A, 31/4B, 31/5, 31/6A, 31/6B, 32/1, 32/2, 32/3A, 32/3B, 32/4, 32/5 totally admeasuring 69,595 Sq. Mtrs. or thereabouts, lying, being and situated at Village Kolshet, Taluka and District of Thane.

Yours truly Shyam B. Mohite Associate Partner INDIALAW LLP



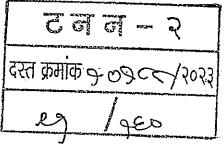
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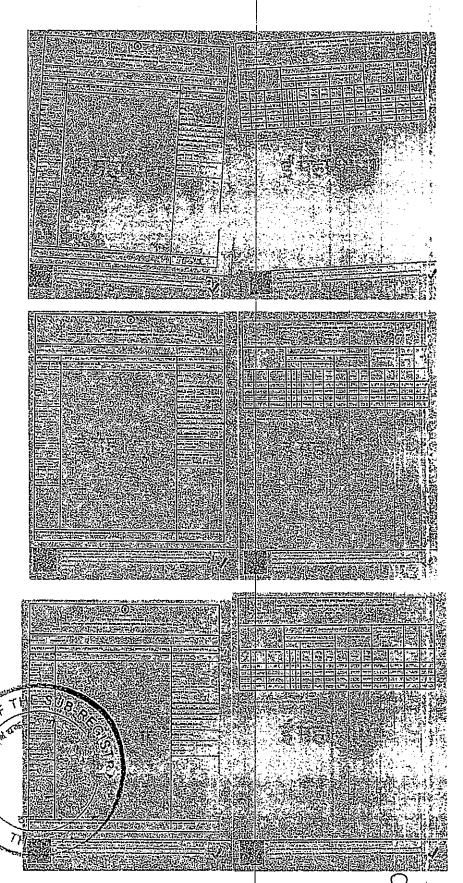
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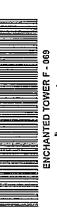




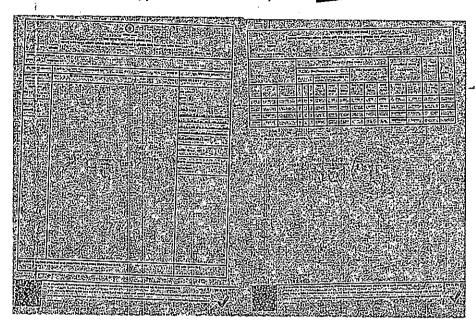
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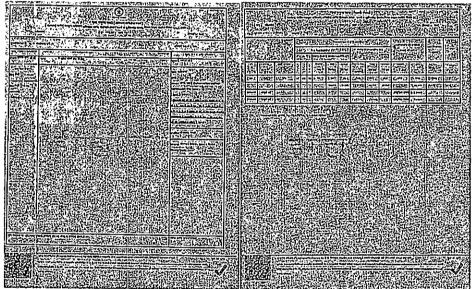
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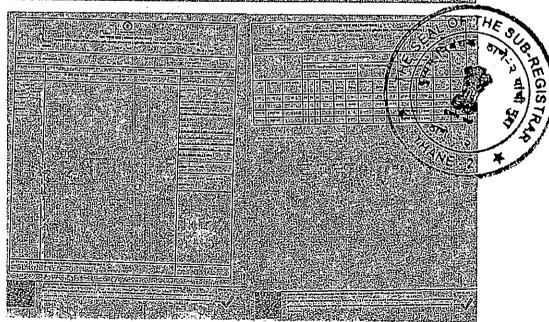


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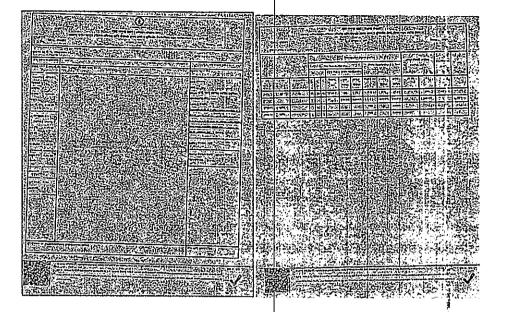
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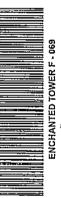
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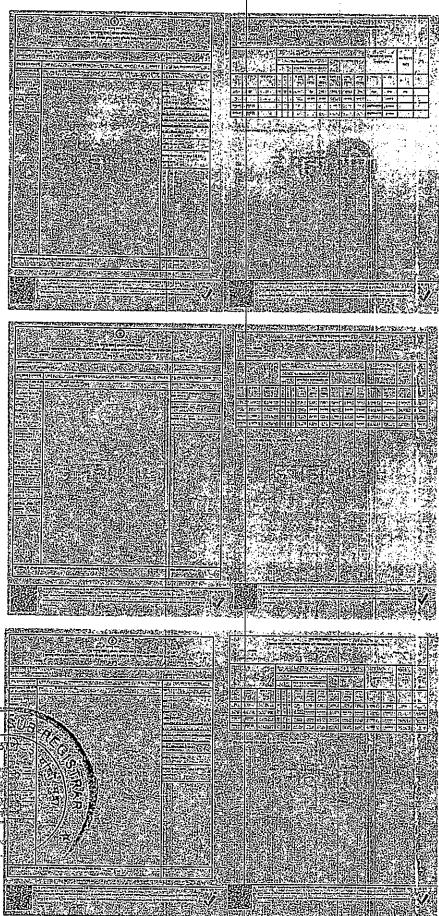
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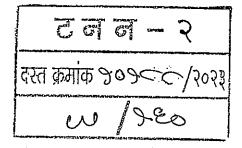
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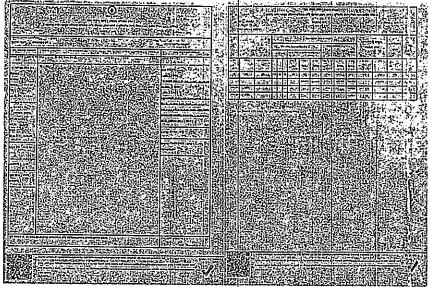
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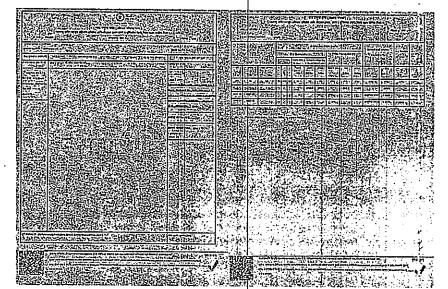
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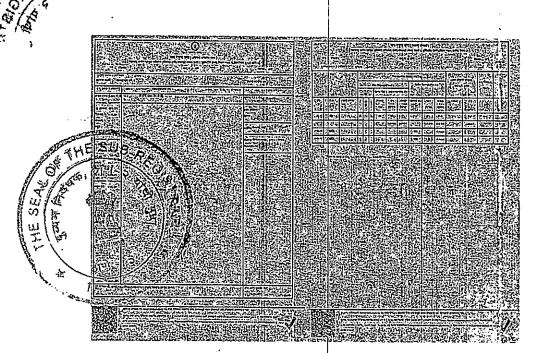
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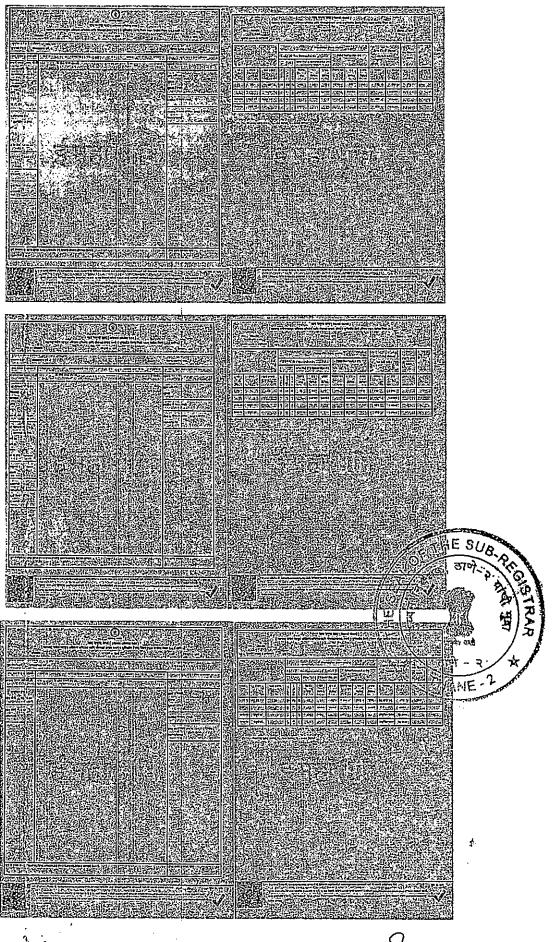


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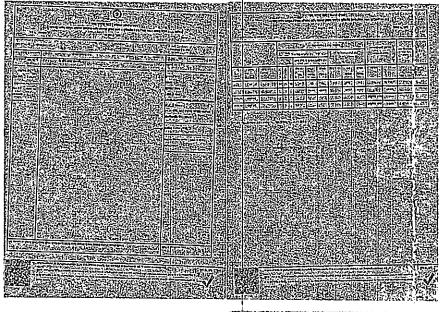
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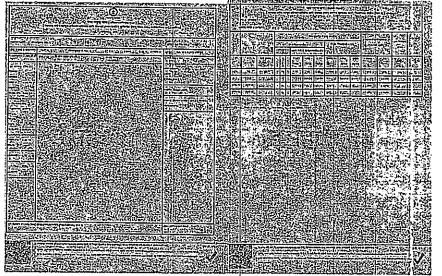


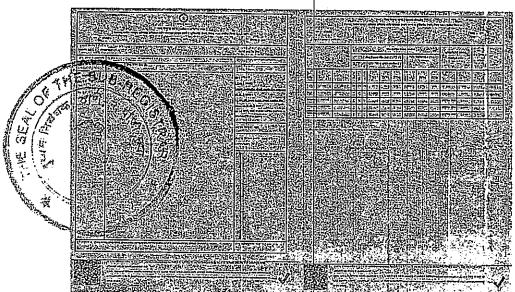
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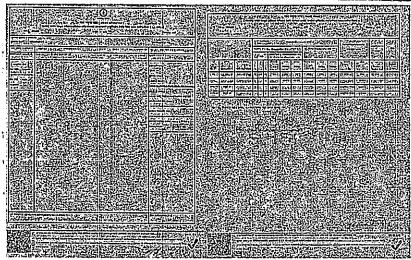


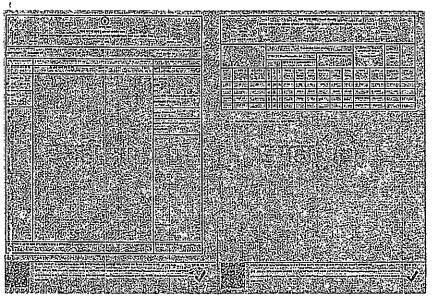


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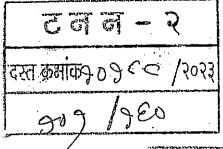


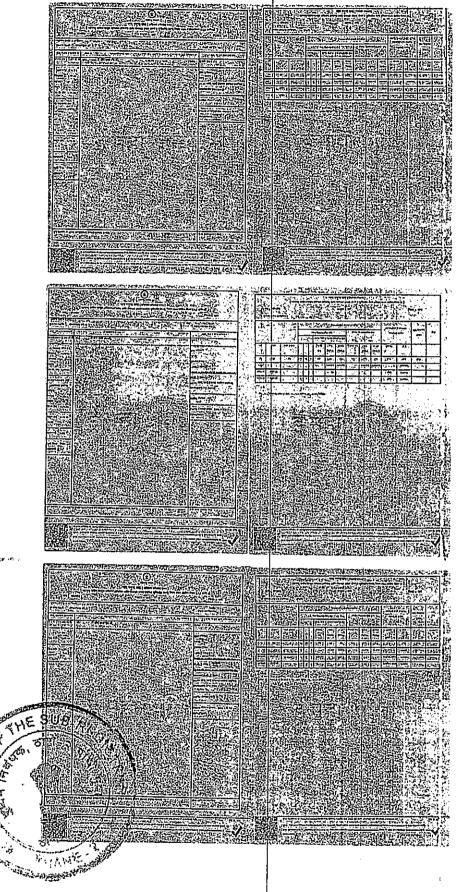


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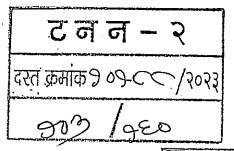
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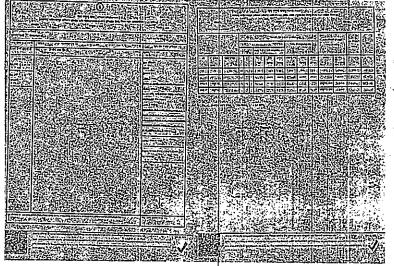
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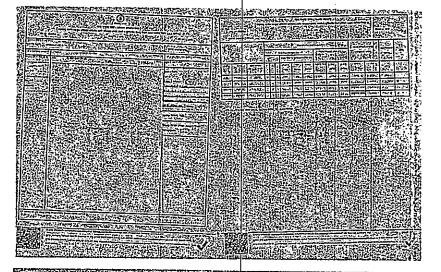
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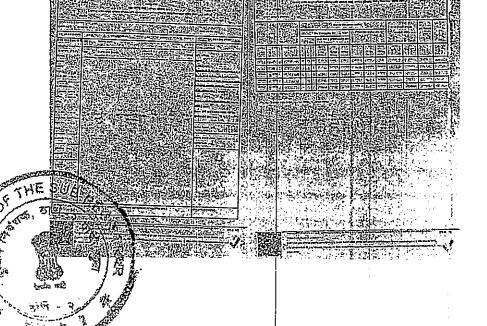
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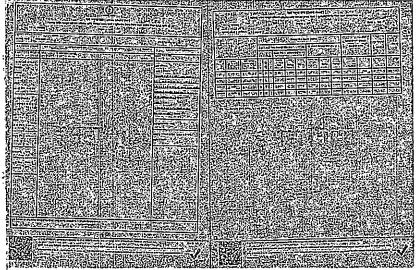
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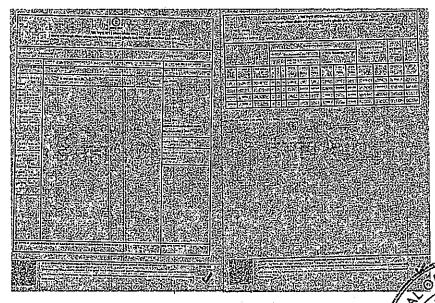
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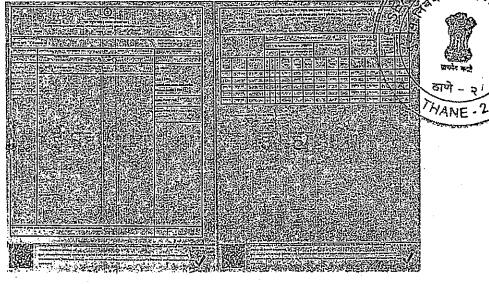


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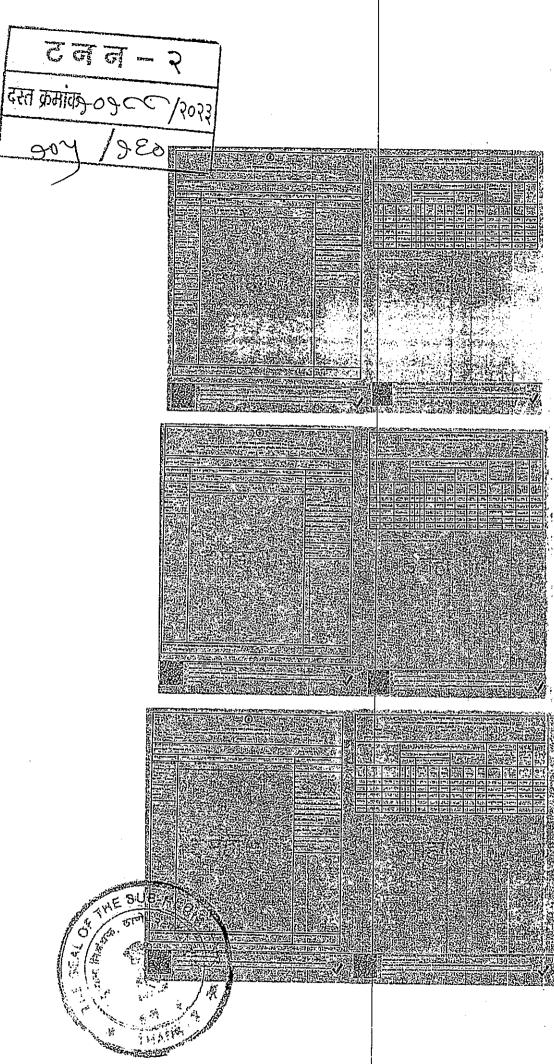


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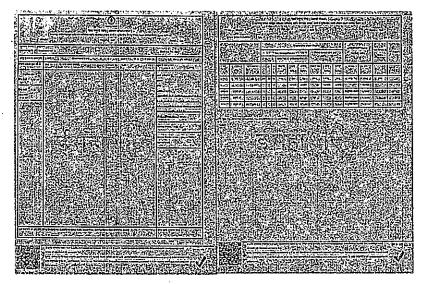
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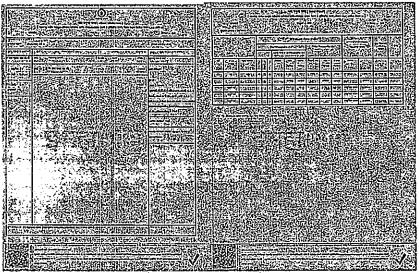
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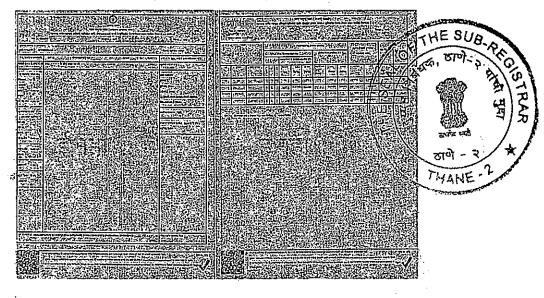
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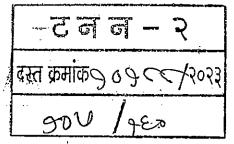


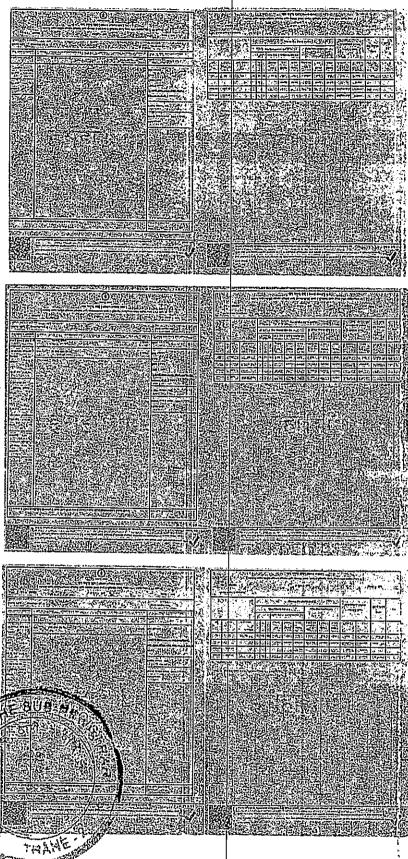


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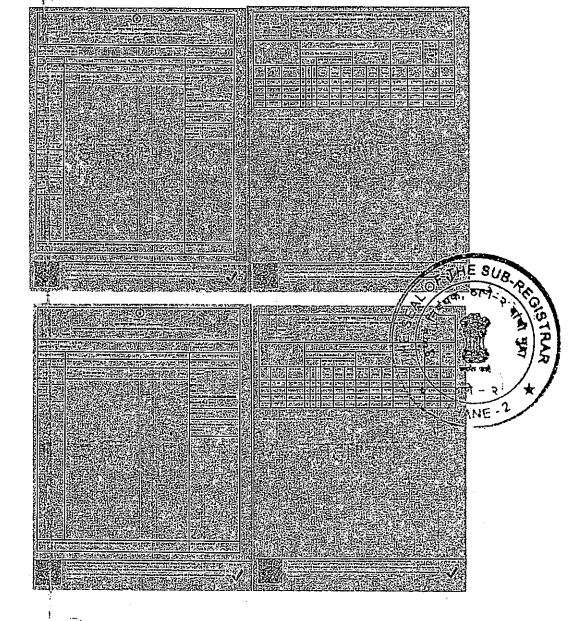
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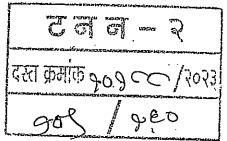
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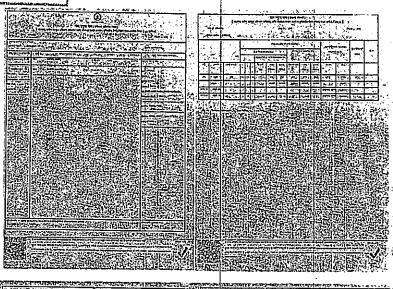
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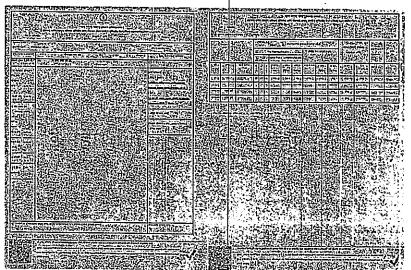


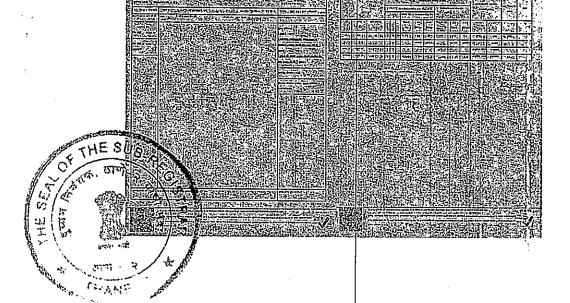
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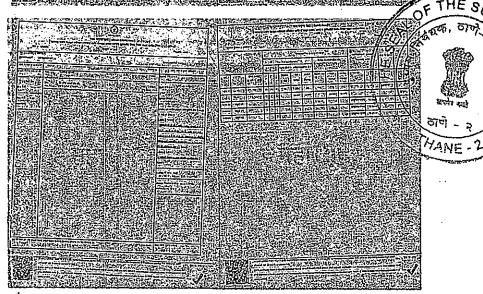
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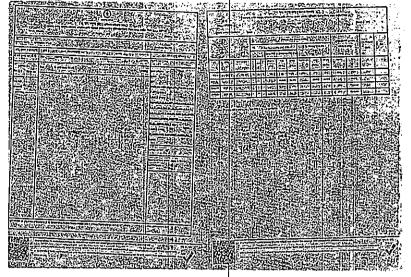
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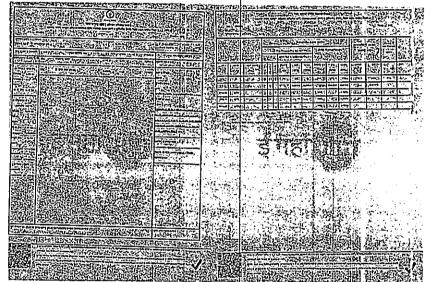
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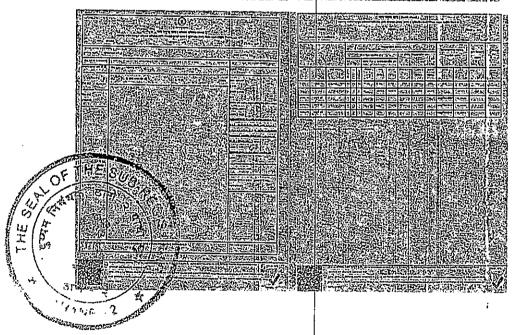
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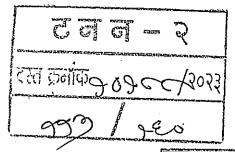
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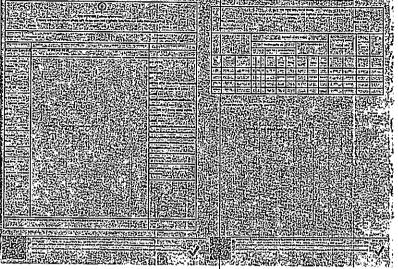
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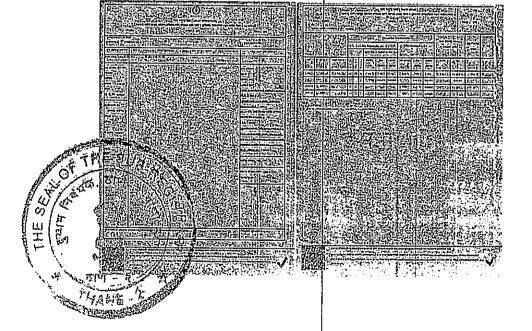
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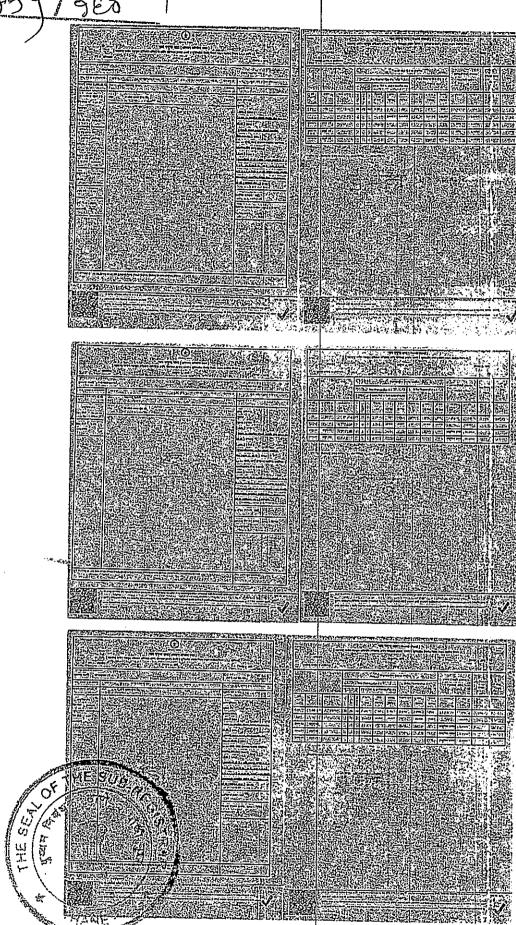
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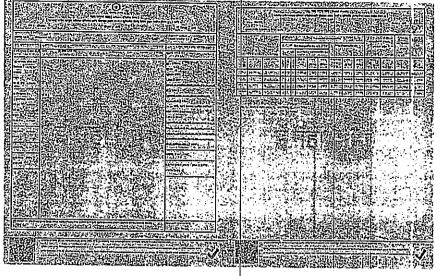
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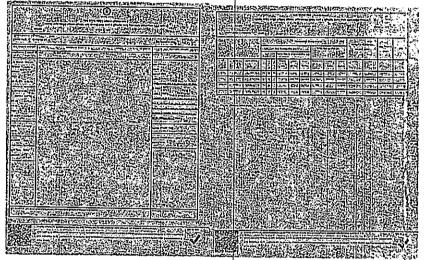
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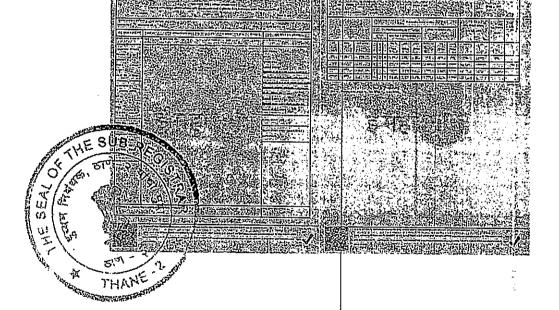
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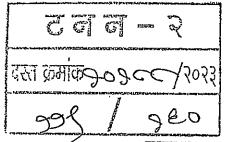
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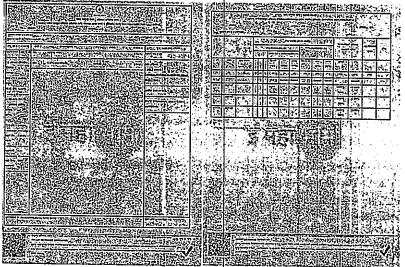
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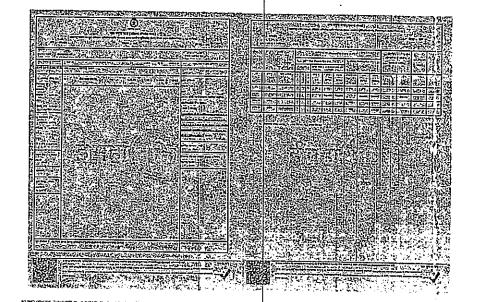
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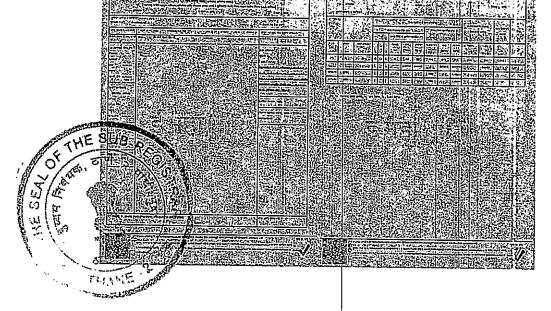
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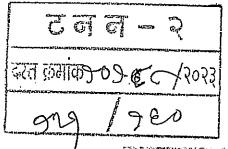
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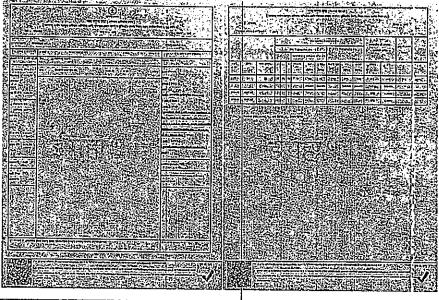
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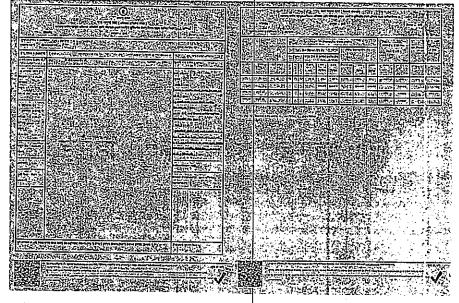
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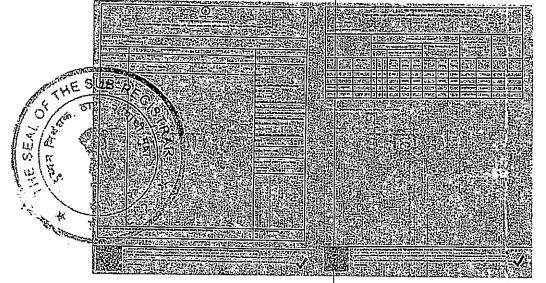
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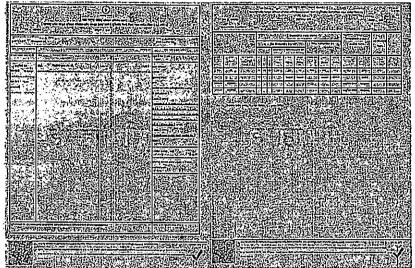
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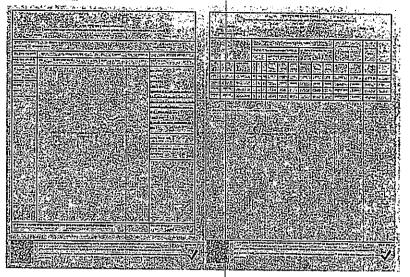
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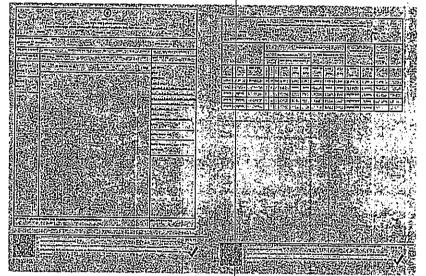
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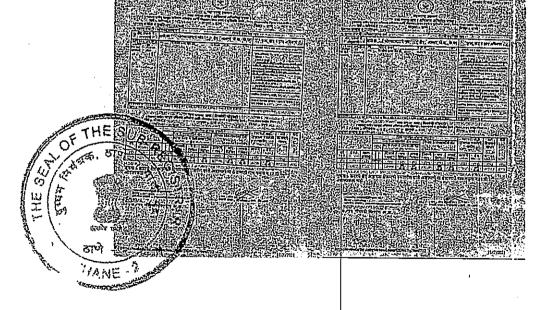
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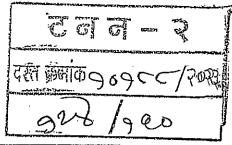
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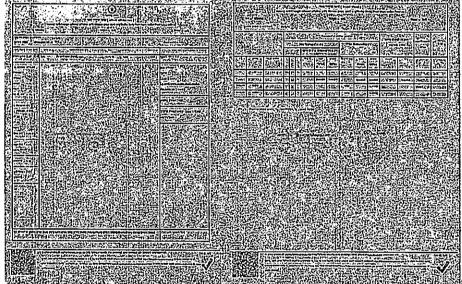


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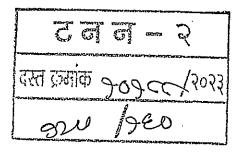


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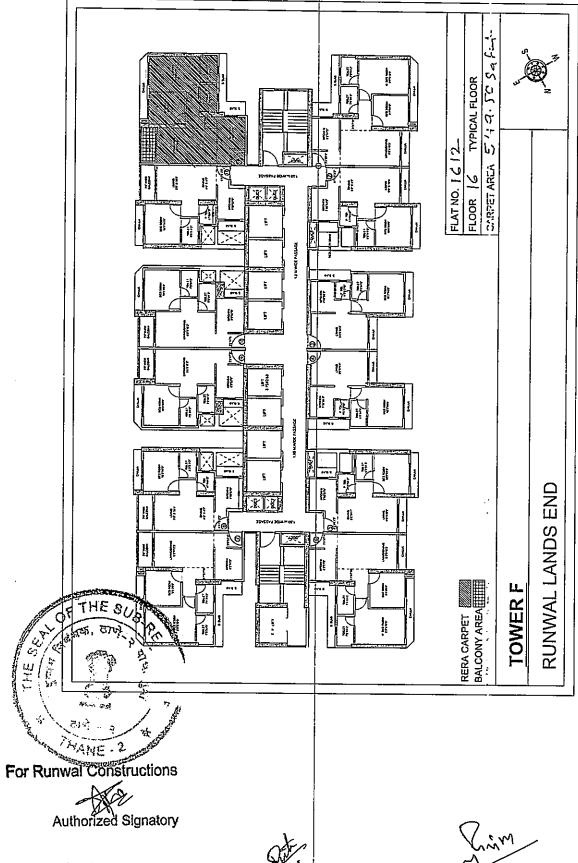
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Page 125 of 128



ANNEXURE "F" FLOOR PLAN



ENCHANTED TOWER F - 069



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INCOMETAX DEPARTMENTS - GOVIDO FINDIA

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Page 127 of 128

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शारर करणाऱ्याचे नादः क्वयत्त भन्दुनवान्य थे मागिदार निर्मता मुरर्त नावाचे सन्द साहर स्रवट्नियाना अनुक्रमांक क्राइ-108,0-2022 स्त्राहेन्द्रापा प्रकार, क्रुतसुवास्तरप नावको Monday, June 13, 2022

अक्षणाम पूद्र राज, संवर्षमा विद्युत्ताने, बंदार्ज 1000 AM सूत्र मेंकेश विदेत. धनमा सुरू: ₹0.0 I-मेंगरता रूठा-भरते सुरू: ६, 500-

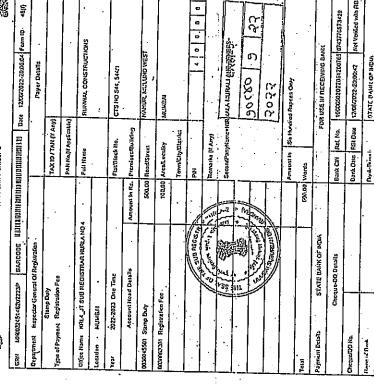
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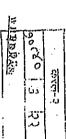


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(hereinane) referred to as "the said properties".

"Agreement for Side, Lease Deed, Leave & License Agreement ste, and/or any other For the surpose of selling the And premister only officers shops in the various buildings deed ducument's subscittent thereto is not the deeds, documents, declarations ndeamilies, Lean Decuments. TDN egreemans on, with respect to the said Proporte being constructed on the said propurates to the various prospective havers, an gits to be developed to the said Proceedes to appending facilities as te provides Of the said new where the properties are situated to complete the transaction Properties; projectschulltings are required to be signed on the spreed terms frill. Muland, Thane andrer before the appropriate Sub-Registrar of hs. The alexenia Agreements are required to be signed, executed, lodged before the Office of Sub-Registration-Assurances at Munibar, Chembu

complete all other formalities as may be required from time to time (7) Mr. Deepak Shah to be our rote and lawful atterneys to eet and per mentioned in the Schedule I, Schedule II, Schedule III, Schedule VI an agreements, deeds, decuments as mentioned hereinabove with respect to lodge, admir and register the aforesald Agreement deeds/docun and or eny other agreement, deed and documents as mentioned here (4) Ms. Pushpu Lathn V., (5) Ms. Sweens Nair, (6) Ms. Monica Gu line is en; job preversposion and it order to meet thirely commitments of agreement behalf and also on behalf of the said Firm to sign and execute the Agre execution to prospective purchasers or with any other party, we are desirops of spiointing (1) Mr. Yogesh Bagreehn, (2) Mr. Ritesh Ghai, (3) Mrz. Siiobla Mr

office at Rimwal & Onikar lasquare, 5th Fleer, Opp. Sien Chunabhatti Signal. Off Enatera

CTS No.544, 5441, L.B.S Koad, Islahmi (West), Stumbel 400 080 and linking its registered

CONSTRUCTIONS ("Said Firm!") à registered passairship firm under the provisions of the ludian Parmership Act, 1932, having its office at The Sanctuary ( Runwel Infinity), situated at

TO ALL TO WHOM THESE PRESENTS SHALL COME, WE RUNNEAL

STRUIAL POWER OF ATTORNEY

Express Highway, Sion (East). Mumbai: 400 022 through its Partner MRS, NIRMALA

MURALI AND MR. SUNIL SATVILKAR SENDS GREETINGS:

All those pieces and parcels of land admeasuring in the aggregating 21,774.95 sq. meters or thereabouts (as per the 7/12 Extracts) situate, lyinc and being at Villege of Childen Maspada, Taucka There, in the Stete of Maharashtra and Gat Nos,, Hissa nos and area as follows:

execute, lodge, declare, register, admit and acknowledge with the respective office of !

Sub- Repistraris of Assurances the various Agreements for sale, deeds, decument

declarations, underwickings and afficacia, from time to time, and uny off

subsequent them to prespect of this units which are being develo the said Firm on the said Propuntes, described in the Schedule 1, S/ indemnities, loan documents, TDR agreements etc. with respect to or projects to be developed on the said Properties or amenities/facili

on the said Properties as mentioned becomebove

III. Scheduie VI and Schedule V hereunder and the deeds, doc

address at Runwal & Omkar Esquare, 5th Floor, Opp. Sion Chutabhani Signal, Off

Eastern Express Highway, Sion (East), Mumbri - 400 022 to be our true and Jawful

atterneys. to act and perform on our behalf and also on behalf of the said Firm to sign.

Glini, (3) Mrs. Shobhu Mulliur, (4) Ms. Pushpa Lutha V., (5) Ms. Sweena Nair, hereby appoint, nominate and constitute (1) Mr. Yogesh Bagrecha, (2) Mr., Ritesh

We Mirs. Nirmula Murali and Mr. Sanil Sarvilkar, ultyparmer critic said Ti

Social Property

NOW KNOW 3 OF ALL AND THESE PRESENTS WITNESS

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16) 11s. Monico Gupte and (7) Mr. Deepok Shah all adult, Indian Irdebisans, inaving

Area in Sq. Meters	. 14170 00	5766.75	130.00	1708,20	21774.95
Hissa No.	3	2 (Part)	_	(Part)	Torid
Cat No.	215	21.2	21/1		



party of land bearing Gut no. 22(Part) belonging to Parily by the Property of Premitter Dwarkadas, and Jayamilal Nagindas Thanawala and others and partly by land venting Survey no 12, Hissa No 3.

Partly by land Survey No 13, Hissa no-4, partly by land 5 hereunder written and partly by land bearing Gut no. 24 eating survey no 12, Hissa No.7 (part) belonging to Delta Products Corporations (India) and partly by land leredilaments and Flat more particularly described in Pun arvey no. 14(1°ar) belonging to Lintol Tool Private Ltd.

land dearing survey No 4(Part) Hissa no.4 (Purt) Panly by land bearing Survey no 12, Hissu no.1 party by survey No 23, Hisse No. 4 belonging to Javantila! belonging to Budhya Zillye Kabadi, parily by land bearing Nagindas thanavela and Others partly by Survey no 25 Hissa no 2(Part) belonging to Shapoonji Paallonji Misuy.

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On or Yowards the south:

gig. V

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<u>ŠČŽIEDULE -J OF THE JROPERTY AS ABOVE REFERRED TO</u>

Area in Sq. Meters	. 14170 00	5766.75	130.00	1708.20	21774.95	
Hissa No.	3	2 (Part) .	-	(Part)	Toral	
Cat No.	215	2112	21/1	72		

And bereated as જિલ્લામાં સુંકર કું ૧૯ જાયુ :

(2) Mr. Ramesh P. Lunkad, (3) Mr. Triputhi K, (4) Ms.; Shwen Salve and

(5) Mr. Julius Savio Dsouza, the employees of the said l'im joinity ancior severally

for the purpose of lodging, edmitting end registering any of the reove documents.

This Power of Anomoy is a mere examplement of convenience and without any consideration. We shall always be at liberty to enneel and/or revoke this instrument at their irrevocable and unconditional consent for a unitaeral revocation curcellation of

This Power of Anomey is only for execution purpose on behalf of the said firm and not said of any property awned by the soid Firm. This power of anomay is valid for the

up to 30th June, 2024,

Agree and accept to raify all lawful acts, dreds, and things done by the said

of the powers herein consined

any time veithout consent of cr intimation to Attorneys. The Auorocys hereby grant

Out Attorneys are entitled to substitute this power in favour of (1) Mr. Sudhir Palny,



On or Towards the West:

t:

By land bedding Survey Wo 24, Hissa no 5 tedonging to the
said Shapoorji Pallonji Misuy

PARTA

3 02306

ALL THAT piece or purcel of land admeasuring 243.83 sq. mtrs. Orthreobouts (expertite 7/15)
Extracts) and situate off and to the North of Kolset Road and to the East of immediato adjoining

24	Gut no.	
Part	Hissa no.	
243.83	Area in Sq. meters	

the land hereditaments described in Part A hereinabove written in the Village Chitafsar Manpada, Taluka and district, Thane in the State of Maharashtra and Gat No. Hissi no. and area as follows:-

And bounded as follows, that is to say

we, that is to suy

By a portion of the

Un or towards the North

Fine described in Part A hereinabove

On or towards the East

By Land bearing Survey: No. 12, hista no

-7 (Part) belonging to Rates Private Limited and beyond that by property of Delia Products Corporation (India)

On or towards the south and wast

By a portion of the said

land Described in Part A hereinabove

### SCHEDULE -II OF THE PROPERTY AS ABOVE REFERRED TO

All that pieces or parcels of land bearing City Survey No. 272/C/1, 272/C/2 and 272/C/3, part of Survey No.26, Hissa No.4 part and part of Survey No.27 D, Hissa No.3 part together admensioning 1320.00 sq. yards equivalent to 1103.70 sq. mirs or thereabout as per the city survey record and Property card in Village Deonar, Taluka Kurls, Greater Marabai within the Registration District and Sub-District of Mumbai City and Mumbai Suburban.

A A Start I want go

C. G. G

ALL THAT PIECE AND PARCEL OF LAND measuring 6 (Six) acres or thereabouts equivalent to 29040 (Twenty Nine Thousand Forty) 54, 94s. or thereabouts or equivalent to 24406.2 30, mits or thereabouts extended to the West of the Bombay-Agra Kond, and to the East of the New Trade pipe Lines, in T waird of the Municipal Corporation of Greater Mumbai comprised to the State Pipe Lines, in State Name Village, Taluka Kuria, Mumbai Suburban District.

AS ABOVE REFERRED TO

The second secon

# SCHEDULE - IV OF THE PROPERTY AS ABOVE REFERENCE OF THE PROPERTY

115, 146, 171, 178, 1710, 1711, 1712, 1713, 1713, 1714, 1718, 173, 1744, 1748, 1746, 1740, 1741,

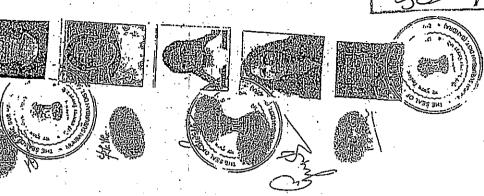
## SCHEDULE -V OF THE PROPERTY AS ABOVE REFERRED TO

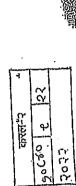
All that piece and parce; of land or ground situate tying and being at village Chitalsar Managates.

Taluka, District and Registration District of These within the limit of the Municipal Company, RAR
of Thane bearing Gat No.19 (part), area admeasuring about H-A-PII-77-8 captal Original SET
21272.00 sq.yrds and 17780.00 sq. mars

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the City G २०० ल्वांक का 980

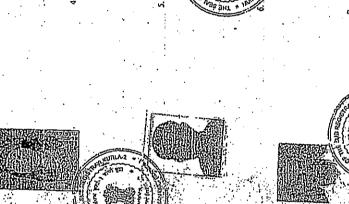




through its Authorized Signator Mrs. Shobha Mulkar Runwal Constructions



Runwal Constructions through its Authorized Signatory Mr. Deepalt Shah











STGNED SEALED, AND DELIVERED By Ilic within named executed by Runwal Constructions, through its Partner

MIL SUNIL SATVILKAR

Ranval Constructions through its Authorized Sigur Mr. Yogesh Bagreetha THE SEA

13th day of June, 2022

IN WITNESS WITEREOF we have set and subscribed our hands to

क्षिक्ट्रकृति Attorney this

3000 C

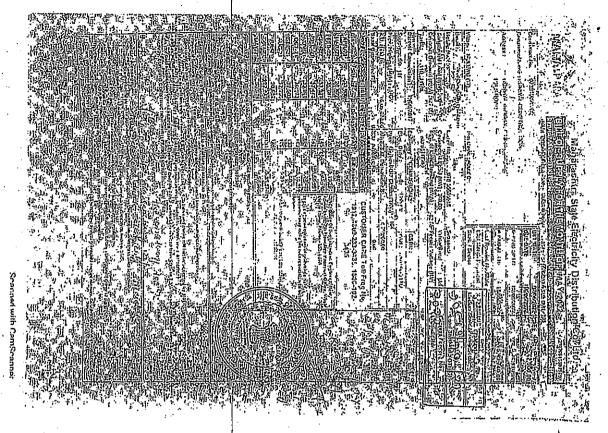
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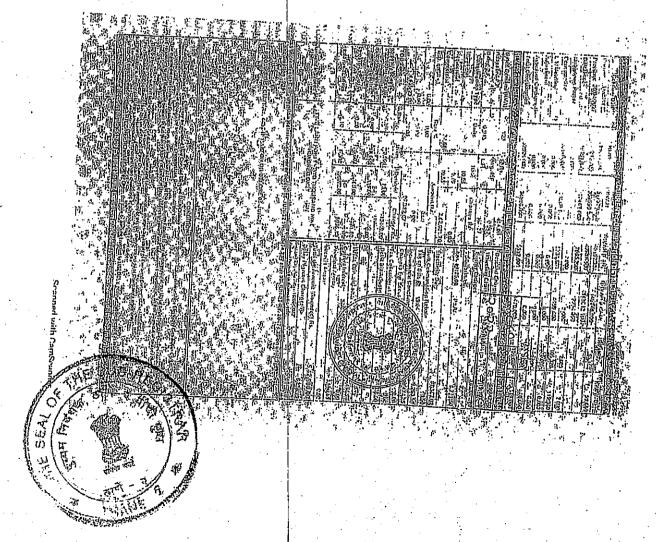
SIGNED SEALED AND DELIVERED By the within named executed by

RUNWAL CONSTRUCTIONS, through is Partner

MRS. NIRMALA MURALI in the presence of

ट जा जा — २ इस क्रमांक २०५० /२०२३ ७३२ / ५६०

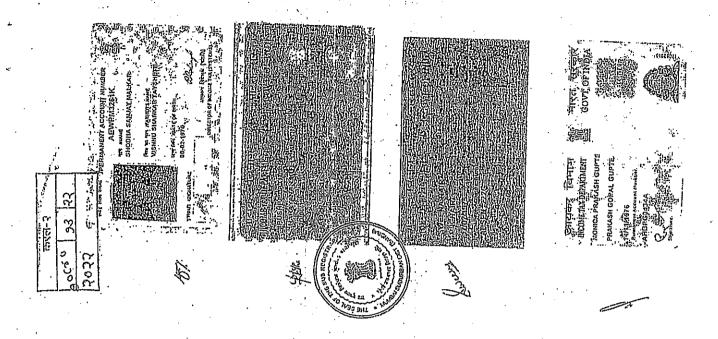


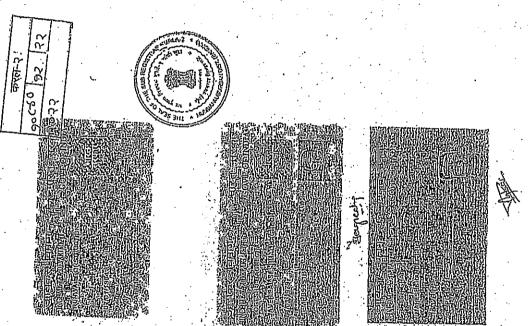


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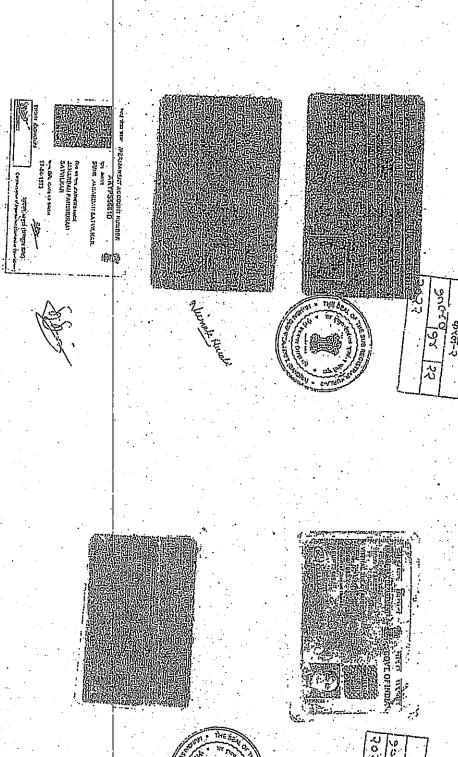
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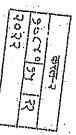


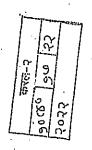
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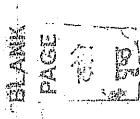












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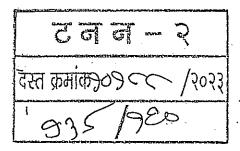
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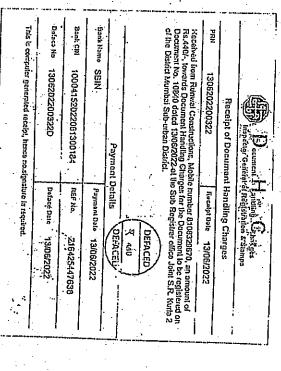
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**पार्टरक्ताराचे नान: रणकात क्लंड्स्क**न्स थे पानिदार निर्मता

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डु. फि. गह. हु. मि. करतद यांचे सत्त्रांसवात अ. हे. 10840 पर रि.13-06-2022

गरतेमें मुद्रोक शुक्तः च.500/

वाचार मुन्यः सं. 00%-

रोजी 9,39 म.इ. चा. हचर नेता.

सर, अभाग ब्युक्तान के अभिन्य व्यावनिका निर्म प्रारं कार-नीर थे. , प्राय में., रामनीर अपर 5 या पत्या, अभाग अपि अपर क्षेत्रण, पुत्रपट्टी मित्रत मर्गल, जांत्र सं, ईप्टर एनका सम्म का समुता, मान्त पूरे, सुंदर्भ, पर सं, , प्रात्तान ## ## JAAS R12110

सम्बन्धाः मृत्युक्तां सर्वे अधिकृत स्वतानीता स्थान तथा। प्यान्यादे थे , स्थानी , स्वमानीत्रे भार , हे सन्त्रम, स्थान भारी स्थाना रेशेसर प्रान्थेशी स्थित प्रस्ति ज्ञान सं इस्ते त्युन्तेत्र द्रार्ट च्या बाहुना, पाथन गुर्च, शुंबर्ट, शंक्र सं. - बहुताकू arti Hatomarkizao

मुडीम गुरुर व चेन्द्रां यो प्रक्रिमार्थं देण्यत शर्माना अपूर्णि त्यापुर्वः केष्केत्रीं स्नापुर् माननार सिङ्ग्पन्य प्राप्तितः निकत भोग केन्द्रा

मिया है. 1 13 f US f 2022 09 : 39 : 51 AM भी मेळ. (सादरीमराज्य)

विक्ता के, 2 13 / 06 / 2022 09 : 40 : 51 AM भी वेक: (बी)

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क्यान्तका ब्युक्तम् वं अतिका विकास कृती. न्याव्यव्येत्र सम्बद्धाः, त्यानीवे धारा र नैयूति क्याव्यः, न्येन्येत्री, मेरियान्त्र 544, 5441, कृत्यं, या. या.) यूत्रो परिव्यं, कृत्यं, एवार्ट्यः, त्यंत्रः स्वत्रिः कृत्यं t: 4TT-2445R12110

नारंत्र्यम् रूनेशन वे पारिता मुर्ता महरित्र गण्डामे १, "क्वा में, हमार्थित शत्र राष्ट्रित रिकाम गण्डामें, तिरावा, ५४ ६६८।। स्पर्ध, म्य, सुर्द गण्डाम्, १९४१, "ता से, "ता से, महराष्ट्र, मुन्दे, संभार १९४१, "ता से, "ता से, "सहराष्ट्र, मुन्दे,

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नाव त्यराम बन्द्रपतन को योक्षिम म्यावनीसम् पृथा स्था थी. प्राप्तिक स्थाप म्यावन, प्राप्तिक प्राप्त के प्राप्त प्राप्त भारत । क्षर अस्पन्त स्टेक्ट, प्राप्ति मिल मानि, त्योक र इन्त सम्पत्त शामे का वाक्ष्य, साथ दुर, पूर्व, देश हैं , स्थाह मा,ज्यात स्ट्युक्ताम हे अधिका कार्यान्तर त्रोम काष्ट्र स्टालीद दे, नाम्न से, झार्याने प्राय, ६ य चन्ता, स्योत शर्टि कार्यन हेन्द्रम, सुनामू दिवन समें, त्राचित इसे, मगडेत शरेब ब्या जनुमा, मस्य मुर्ग, सुंप्ते, नेत्र से, प्रताम,

गंग-स्परण बन्द्रायन नदे अधिका नामांकार पंतिन्त को. गंग-गंध ने , आधो हैं , एमर्ग्य शिषा है था नका, ब्यान अधि अन्तर मंदेय, प्राप्ति शिषा पर्या, जोंच शे हर्त गंचीन सार्थ का सत्त्रीय, गंगन श्री शुंखे, मेंह है, - द्रानाट्र,

नार प्यत्ना स्ट्रियन्त्रा पर्वे अभिन्त्रा मार्थायन विष्यं शा. पणिन्येद पं... पान्त रं... प्रमानीय नाय. 5 पा प्रमान , प्यत्ना भागि भेप्पार प्रेर्थेश, पृत्रानी विष्यं पत्ती, त्याप्त , व्यत्ने (प्यत् एप्पारी क्रियेष्ट का प्रमुण, पान्त पूर्व भुंद्र, रीर रं... प्रापण्ड, 14-1-2-WAFR12110

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अंतरतेचा स्त्राभी भारत चेंद्रपोष्ट घवता चेतेचा आहे. स्टब्सीमा १ - १ निमास्य घवत्ती सातीबार व संदर दत्त्वदित्त हा मेंदिनी कायदा १९०८ अंतर्गत

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) रेपणाना १४४४ । धारी पाता हुई।00. र्यतीयार्थशाको सर्वेश सर्वाल 1306207103317 हिर्मास १३062022 पेरेपेताब ५ पता 2) नेपताब ६ पता. 2) नेपताब १४५४, ६८८०६६० प्यान्त,१००१ र्यतीयार्थशाके प्रपेत स्थाप १४४०००२४५१८८०२२२३७ हिर्मास, 12062202

राजेत पुरांत शुक्ता : र. 500% राजार गुस्सः र.०.० १

उनई स्थननर । .त्वा

न्यानाम ध्रव रक्ष , धर्मात स्टित्स्पीन नंतर

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ः अञ्चलकेत चंदरेः चार्द्रः चारत्वेषु च. ८६, प्रोच्च व्यक्तो, क्षोरत्वे। पृष्ठे चित्र चेतृत्वक्कारः

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रन्तरीपयाचा ननुष्यांकः चान्देश-१८८४:-१८८४ राह्यप्रवच्याचा प्रमारः भूतासुद्धकारमम्

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("Said Firm") a regustered purtnership, firm under the provisions of the Indian Purupphly Act, 1932 Mulund (Wws), Mumbai 400 086 and having 115 registered office at Runwil & Omkar Beguure, S<sup>a</sup>l. to all to whom these presents shall come, we runwal constructions, and having its other of The Sanctiory (Runvel Influry), educted at CTS No.514, Seath, L.B.S Rood, Floor. Opp. Sion Chunebhati Signal, Off Eastern Express Highway, Sion (East), Atumbri- 400 022 through its Partners Mrs. Nirmala Murali and Mr. Suail Survilkar and the outherized signatories (1) Mr. Yogsch Bagrecha, (2) Mr. Ritsch Gini, (3) Mrs. Sliobha dàiltar. (4) Ms. Lushpa Leitha V., (3) Ms. Sweena Nad, (6) Ws. Monica Gupte and (7) Mr. Deepak Shab SENDS GREETINGS:



Date - 12/02/2022/2003:55 Form to 30083 3 PayerDelaliz TAX 10 / TAH (II Any) PAPPECUDIC Amount to its Premises/Duiteing GRIS MIOCESASTERED BARCODE MINISTRIBILITATION INTERNITION INTERNITION Lifelock No. Full Name 500 to Read/Street CHALLAR ATR form Number-6

HIGG Name KRLC IT SUB REGISTRARKURLAND

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- Runwal Constructions, is developing a residential commercial projects which is being III, Schedule IV and Schedule V herein under mentioned ("the said Properties"). constructed on the land more particularly described in the Schedule 1, Schedule II, Schedule
- in the projects or amenities that fines to be provided on the said Properties. Said-Properties or projects to be developed on the said Properties or flats premises/unitesinops Mis. Ninnala Murali and Mr. Suril Sawilkar the partners of the said Firm have been docurrops, declaration, indenmities, lana documents, TDR tarcements etc. with respect to the ל גֿירית אַריים מידיר מאינתו, יוסירטות כתולג כונג אחם אתץ מווארי יוסירטוא כתוב זיים בכסטיבות וונגובוט בוובו פוני טינים ל execution and registration of Agreement for Sale and/ or any other agreement, deedtheave and minorated to sign, execute, regular and on the various acts and things as necessary for
- Mr. Yogerl Bagrecha, (3) Mr. Ritesh Giral, (5) Mrs. Shobha Maiktu, (4) Ms. Pushjes Lathe V., No. KQL-2-10840 Described by 1418. Nirmala Musli and 1411. Supil Savilba; we (1) igned and executed by us. weens Neir, (6) Ms. Monica Gupte and (7) Ms. Deepak Shah have been empowered, ally for the limited purpose of looging, admitting and registering the documents d appointed, as the attorneys to set and do the various acts and things under the ír. Tripathi K, (4) Ms. Shweta Salve and (5) Mr. Julius Savio Osovza jointly d substitute the power in favour of (1) Mr. Sudhir Palax, (2) Mr. Ramesh P. r constructed on the said Proporties, as stated therein. Under the said power, spect of the said Properties and the projects, state/premises/units/ shops to be rizaeri 13 05 1200 registered under
- 3 Due to job pre-occupation in vusiness audior due to personal communicalis, was, Nimai Ghai, (3) Mrs. Shobha Malkar, (4) Ms. Pushpa Letha V., (5) Ms. Sweene Nair, (6) Ms. Monico Sub-Registrates for regislering and/or complying the required formalities of the agreement for Gupte and (7) Mr. Dennak Shah are not in position to personally visit the respective offices of Murali and Mr. Sunit Satvilker and the Attorneys (1) Mr. Yogesh Bagrecha, (2) Mr. Ritesh tereinabove and completing the transaction. sale and/or any other agreement, need/document/s subsequent thereto as mentioned

Signet and extented by ut and also to complete all other formalities ledge, admit and register the Agreement for sale or any other egreement वेदहर्मनेवेद्यांगटता power to do and execute the following stars, deeds and things and this time to time in temper of the said agreement documents. Our Salve and (5) Mr. Julius Savio Dsouza jointly, adults, Indian Inhabitants, presently havin developed and/or are being constructed and or amended facilities will Munited - 400 022 to be our true and law full attorney to act and perform on our behalf to their office at Runwel & Omkar Esquare, 5th Floor, Opp. Stort Chunabhatti Signal, Ston (East (3) Mr. Sudife Polav, (2) Mr. Romesh F. Luntad, (3) Mr. Tripathl K, (4) Mr. Shvel of Bunwal Constructions jointly and/or severally do hereby appoint, maminate and constitut premises/units/shops und/or the property on which the send Hats/premises/units/shops Ms Sweene Milt, (6) Ms. Moulies Gupte and (7) Ms. Deepsk Shah, the Authorized Signatoric ndfor any other agreement/deed; documents subsequent therese with respect to thus Yogesh Bugurdin, (2) Mr. Ritesh Ghni. (3) Mrs. Shoृंग्रिक्तिसीन्स, (4) Ms. Pusōga, Lu

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deeds, matter and things in the respect of the said flats/units, which are being developed Ms. Sweens Neir, (b) Ms. Monica Gunte and (7) Ms. Decemb. Shah, the Authorized Signatories Schedule III, Schedule IV and Schedule V as stated hereunder. constructed on the said Properties more particularly described in the Schedule J, Schedule II, Salve and (5) Mr. Julius Savio Dsouza to be our true and inv/fit attorneys to do' all acts of Runval, Constructions jointly under severally do hereby appoint, nomicate and constitute Yoyesh Bagnucha. (I) Mi. Ritesh Chel. (I) 1622. Suchha Maltan. (A) Mr. Pusigra Letta V., (5) (I) Mr. Sudhic Balay, (2)-Mr. Ramesh II. Lunkad, (3) Mr. Iripadd K. (4) Mr. Shwet Musli-and Mr. Sund Sarvither the parace of the seld Finn and we, the Miomess (1) M NOW KNOW YOU ALL AND THESE PRESENTS WITNESS

To lodge and register and admit and acknowledge with the respective office of Sub hereinabove, which has been signed and executed by us in the res Schedule V herein under mentioned particularly described in the Schedule I, Schedule II, Schedule II flats/units, which are being developed/constructed on the su declarations, undertaking, affidavits which may be necessary from time to time Registrar's of Assurances Agreement for Sale and/or any other agreement, deed of flatsfunits and the suit Properties and the amenities/incilities therett

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2. And also to do the general-things and acts, which may be required from time to time in completing the transactions in all manner.

attorney in pursuance of the powers herein contained. This power of attorney is irrevocable, and this AND we do hereby agree and accept to raify all lawful acis, deeds, and things done by the said power of attorney is valid for the period up to 30th June 2024.



thereabouts (as per the 7/12 Extracts) situate, lying and being at Village of Chitisar Manpade, Talnica and parcels of land admeasuring in the aggregating 21,774.95 so, meters or There, in the Righe of Maharashiro and Gat Nos., Hissa nos and area as follows:-All those picers

		ľ	ľ			
	Area in Sq. Meters	14170.00	5766.75	130.00	1703.20	21774.95
	Hissa No.	£	2 (Part)	1	(Luu)	Total
	Gat No.	21/3	21/2	21/1	- 22	
•						

And bounded as follows that is to say:



Partly by the Property of Prenktivar Dwarkedes, and partly of land bearing Gut no. 22(Part) belonging to Juyantial Nugandes Thanawala and others and purily by land Searing Survey no 12, Hissa No 3 Parily by land Survey No 12, Hissa no 4, parily by land bearing Corporations (India) and partly by land hereditaments and Flat survey no 12, Hissa No.7 (part) belonging to Delta Products nore particularly described in Part B hercunder written and

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<del>G</del>	6,5006	2022 20.
- <u>-</u> .	·····	artly by land bearing Gut no. 1
	:	artly by land bearing Gu Lintol Tool Private Led
	•	artiy by Lintol 1

On or Towards the south: .

Parly by land bearing Survey no 13, Hissa no.1 parly by land bearing survey No. 4(Part) Hissa no.4 (Part) belonging to Budhya Ziliye Kabadi, parily by land bearing survey No 23, Others partly by Survey no 23 Hissa no 2(Part) belonging to Hissa No. 4 belonging to Jayantilal Nagindas thannwala and Shapoorji Paallooji Mistry.

On or Towards the West:

Shapoorji Pallonji Mistry.

By land bearing Survey No 24, Hissa

PARTB

land herediaments described in Part A hereisabove written in the Village Chitalsor Manpada, Taluka Extracts) and situate off and to the North of Kolset Rond and to the East of immediate adjoining the and district, Thane in the State of Maharashira and रोना No. Hissa no. and area as followin-ALL THAT piece on purvel of land admensuring 243.83 sq. mus, Or theread

Area in Sq. Meters	243.83
Ніѕя по.	Part
Gut no.	26

And bounded as follows, frat is to say

On or towards the North

On or fowards the East

By a portion of the land heredinaments and Flat described in Part A hereinabove written.

belonging to Raico Private Limited and beyond inat by property of Delte Products Corporation By Land bearing Survey No. 12, Itissa, no 7(Part)

By a portion of the said

On or towards the south and west

(Judia)

land Described in Par A hereinabove written

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A Company of the Control of the Cont	दस्त क्रमांक २०२८ /२०२३
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<b></b>	33	

## SCHEDULE -JI OF THE PROPERTY AS ADOVE THE PROPERTY

All that pieces or pareds of land bearing City Survey No. 272/CI1, 272/CI2 and 272/CI2, part of Survey No.26, Hisra No.4, part and part of Survey No.27 D, Hisra No.5 part together admeasuring 1320.06 sq. yards equivalent to 1103.70 sq. mus or thereason as par the city survey recent and Proposity eard in Village Deonar, Tahika Kutta, Greater Mumbia within the Registration District and Substantian Columbia City and Mumbia Substantian.



# SCHEDULE - JII OF THE PROPERTY AS ABOVE REFERENCED TO

THE LEGISTICAL AND PARCEL-OF-LAND measuring & (Six) was or itericabous equivalent to a literiabout situation of the literiabout situate on and to the West of the Bombay- Agra Road, and to the East of the New Taxes pipe Lings, in T ward of the Municipal Corporation of Greater Mumbai comprised City Survey No. 544 and 544/1 Nahur Village, Talaka Karla, Mumbai Subuctum Dienier.

# SCHEDULE -TV OF THE PROPERTY AS ABOVE REFERRED TO

All thut piece and paucel of land or ground aggregately admensuring 69,595 sq. must.forming a part of the said Larger Property bearing CTS No. 111, 112A, 112B, 162, 163, 164A, 144B, 144C, 144D, 185, 166, 177, 185, 116, 177, 185, 116, 171, 171, 171, 1713, 1715, 2.11A, 211B, 271C, 271D, 272, 273, 244, 311, 312, 313, 314, 312B, 315C, 346, 41(Pars), 411A, 411B, 472, 511, 314, 515, 516, 517A, 577B, 611, 623, 614, 615, 616, 811, 827, 853, 844, 816, 817, 818, 812B, 1711, 1714, 1811, 1824, 1816, 1827, 1826, 1809, 1902, 1902, 1903, 844, 816, 817, 818, 812B, 1711, 1714, 1811, 1824, 1816, 1827, 1828, 1809, 1902, 1903, 2013, 2014, 2015, 2014, 2015, 2014, 2015, 2014, 2015, 2014, 2015, 2014, 2015, 2014, 2015, 2014, 2015, 2016, 20174, 2011A, 2111C, 2112, 2113, 2114, 2116, 2118A, 2211, 2212A, 2213A, 2114, 2410, 3112, 3114A, 3211, 3222, 325A, situate lying and being at Village Kolshet; Taluka and District Thone.



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Ol GRUNDSH RACHVSV	SCHEDULE -V OF THE PROPERTY		
2002	25 C 5306	ESVAN-5	

All that piece and parcel of land or ground situate lying, and being at village Chicases Manpada, Taluka, District and Registration District of Thane within the limit of the Municipal Corporation of Thane bearing Gat No.19 (part), area admensioring about H-A-491-77-3 equivalent to 21272.00 sq.yrds read 17780.00 sq. mirs

IN WITHNESS WHEREOF we have set and subscribed our hands to this flower of Attorney this  $13^{+1}$  day of lune, 2022.

SIONED SEALUD AND DELIVERED )

By the within named )

RUNWAL CONSTRUCTIONS )

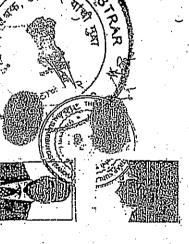


2. Mr. Sunil Satvilker

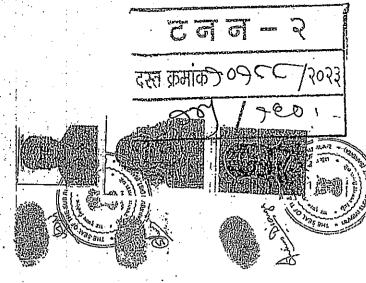
through its Paripers I. Mrs. Nîrmala Murali

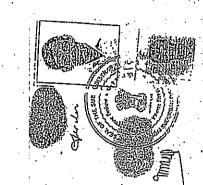


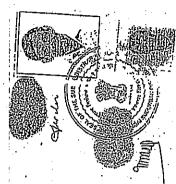
3, Mr. Yogesh Bagrecha Authorized Signatory

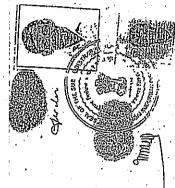


4. Mr. Ritesh Ghai Authorized Signatory









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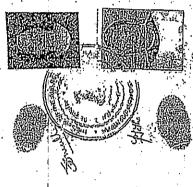
through its employee Messithin Palav (Signalure of Attorneys)

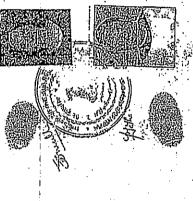
. Runwal Constructions
through its employee
Mr. Ramiesi P. Lunhad
(Signature of Axtorneys)

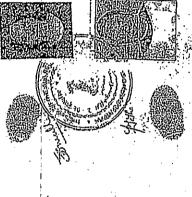
through its employee The Tripathi K (Sigintre of Attarneys) 3. Runwal Constructions

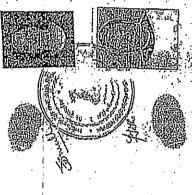
Ms. Shweta Salve (Signature of Attui news) 4. Runwal Constructions through its employee

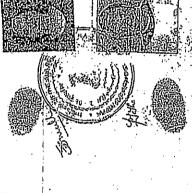
through its employee
Mr. Julius Savio Dsouza
(Signature of Anormeys) 5. Runwal Constructions

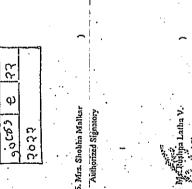




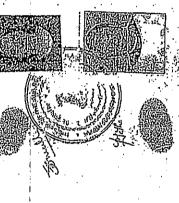








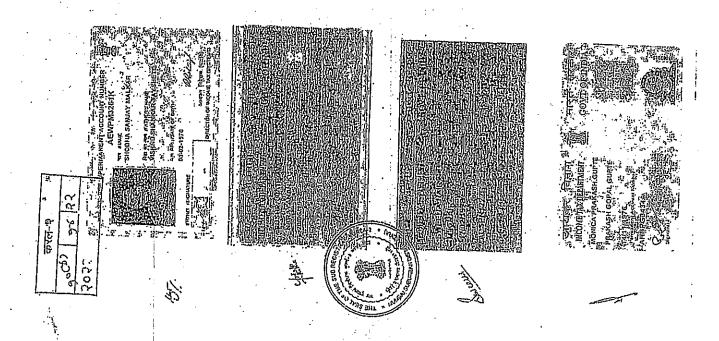
द्मरल-२

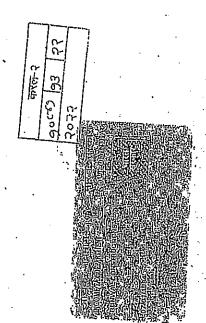


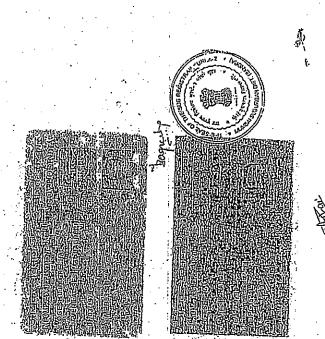


दस्त क्रमांक ०५८८ \<del>3</del>053 

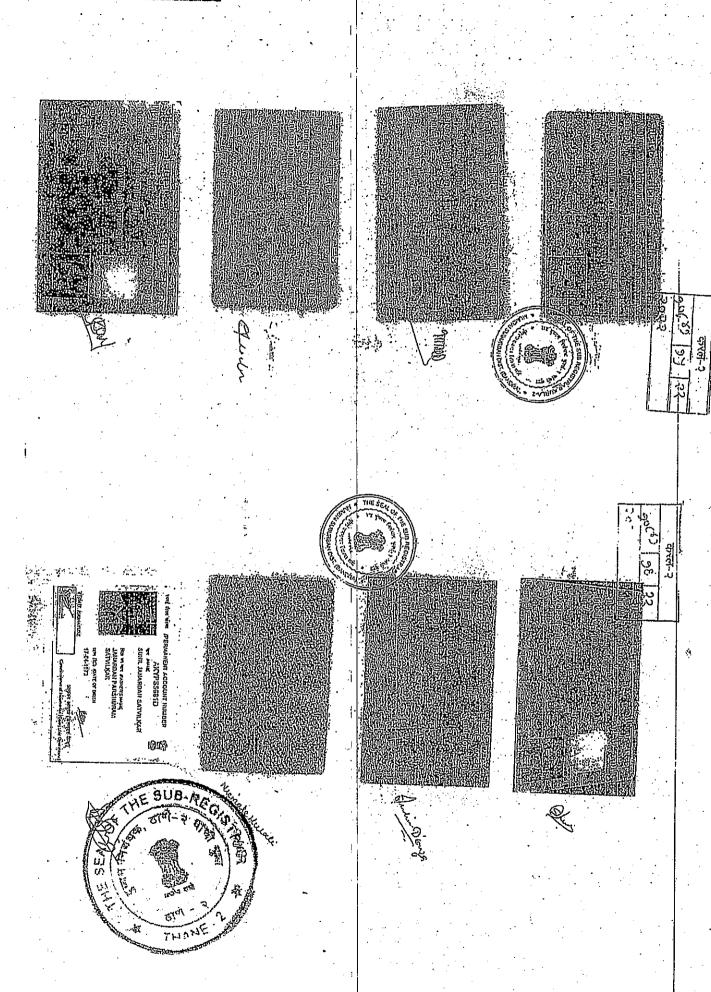
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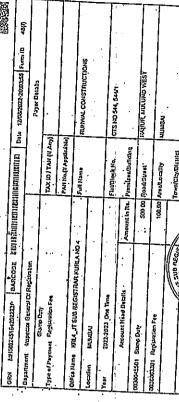




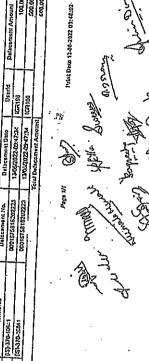


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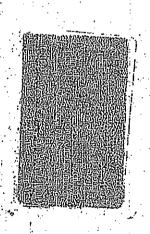


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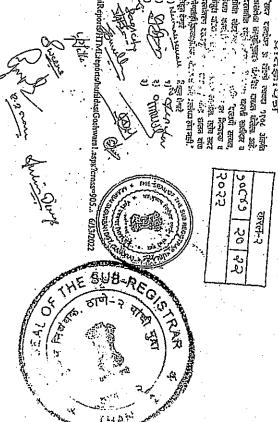
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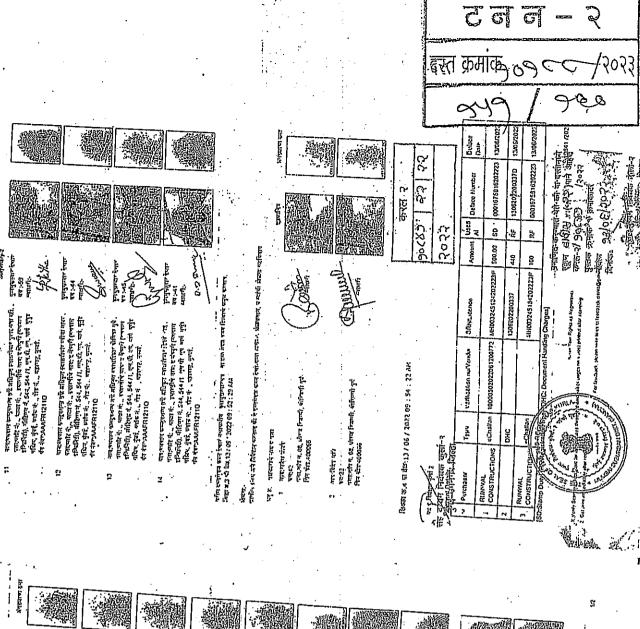
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ग्गारवर्ष सं , मध्य सं , इमंगीर्थ सार 5 मा नव्य, अवस्था भद्र अंपयन श्रीयर, युनपृष्टी सिक्य नदंत, पाएस हे छन्द एमहोग्र स्तर्व च्य पाइमा, मान्त्र पूर्व सुन्दं, परारह्

ग्याज्ञारे सं. मध्या सं. इमानीर मार 5 पा सम्या, घरता निर्मे क्रांप्या रिकेशर पुतारही विका संसंह कार्क सं इस्ते शुर्मज्ञ मार्च कार्यामुच, साम्ब मूर्त सुंस्, मेर सं. बसारह.

मून्ते. में केम्अअनिश्चाट

गर,रनगर स्न्युनसन्त नहे भारती जिनही है.

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नोंदणी क्रमांक : Enrolment No.: 1104/20340/08304

To,

Priti Nijesh Nikte प्रिती निलेश निकते W/O Nilesh Nikte

Sion Trombay Road P/41/7 S.P.D.C Defence colony mankhurd

T.F.Donar S.O Mumbai

Maharashtra 400088

Mobile:9021166588



UC 08052528'2 IN Ref No.:412B3E9X-8052528



आपला आधार क्रमांक / Your Aadhaar No.:

2235 4950 5793







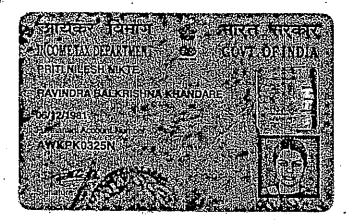
प्रिती निलेश निकते Priti Nilesh Nikte पती : निलेश प्रकाश निकते Husband : Nilesh Prakash Nikte

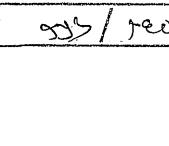
जन्म वर्ष / Year of Birth : 1981 स्त्री / Female





आधार — सामान्य माणसाचा अधिकार





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## ENTER SEASON STATES

भारत सरकार dentification Authority of India

नोंदणी क्रमांक ៖ Enrolment No.: 1104/20340/08303

To, Nijesh Prakash Nikle निलेश प्रकाश निकते C/O Nilesh Prakash Nikle Sign Trombay Road P/41

C/O Nilesh Prakash Nikle Sion Trombay Road P/41/7 S.P.D.C Defence colony mankhurd T.F.Donar S.O Mumbal

T.F.Donar S.O Mumi Maharashtra 400088 Mobile:9022742874



UC 08008998 0 IN Ref No.:412B3E9X-8008998



आपला आधार क्रमांक / Your Aadhaar No.:

8277 7710 3425

आधार — सामान्य माणसाचा अधिकार







निलेश प्रकाश निकते Nilesh Prakash Nikte

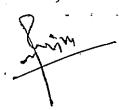
जन्म वर्ष / Year of Birth : 1978 पुरुष / Male

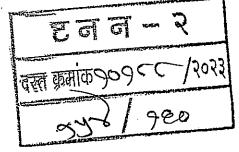
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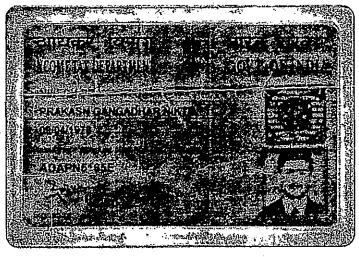




आधार – सामान्य माणसाचा अधिकार

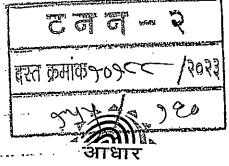
















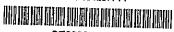
Glassification Authority of India

નોંધણીની ઓળખ / Enrollment No 1104/60905/05961

To, આસાવરી અભિનયા ડેરે Asawari Abhinaya Dere A-704 Tirupati -Plaza Vapi Pardi Chala Pardi Valsad Gujarat 396191 9737880440



Ref: 4643 / 02E / 1542771 / 1542877 / P



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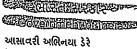


તમારો આધાર નંબર / Your Aadhaar No. :

7356 8194 6693

<u> આધાર – સામાન્ય માણસનો અધિકાર</u>







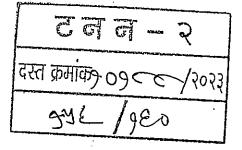
અસાવરા આભાગા ડર Asawari Abhinaya Dere જન્મ તારીખ / DOB : 03/01/1977 સ્ત્રી / Female



7356 8194 6693

આધાર – સામાન્ય માણસનો











### નિર્દેશ

- 🗷 આધાર ઓળખાણનું પ્રમાણ છે, નાગરિકતાનું નિર્દે .
- ઓળખાણનું પ્રમાણ ઑનલાઈન ઑશિન્ટિકેશન દ્વારા
   પ્રાપ્ત કરો .

### INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate on line .
- **≖** આધાર દેશભરમાં માન્ય છે .
- આધાર ભવિષ્યમાં સરકારી અને બિન-સરક રી સેવાઓનો લાભ મેળવવામાં ઉપયોગી યશે
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.

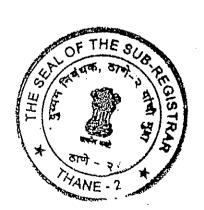


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Valuation ID 202304	4262458	मूल्पाकन पुत्र	प ( -सहरा क्रात्र - बावाय )		26 April 2023,12:22:02 PM
मूल्यांकनाचे वर्ष जिल्हा मूल्य विभाग उप मूल्य विभाग क्षेत्राचे नांव	2023 ठाणे तालुका : ठाणे 10/40-2ब) कोल Thane Muncipa			टीएस मौजे कोलशेत (शीट क्र. 1,2 र्व्हे नंबर /न. भू. क्रमांक :	:,3,4,5,6,7,7생,8,9,10,11 )
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बांधीव क्षेत्राची माहिती बांधकाम क्षेत्र(Built Up)- बांधकामाचे वर्गीकरण- उद्भवाहन सुविधा - Sale Type - First Sale Sale/Resale of built up Prop	56.155चौ. मीटर 1-आर सी सी आहे	मिळकतीचा वापर- मिळकतीचे वय - मजला -	निवासी सदिनका 0 TO 2वर्षे ्र XIIh to 20th Floor	मिळकतीचा प्रकार- बांधकामाचा दर- कार्पेट क्षेत्र-	बांधीव Rs.26620/- √51.05चैौ. मीटर
घसा-यानुसार मिळकतीचा ! A) मुख्य मिळकतीचे मूल्य E) बंदिस्त वाहन तळाचे क्षेत्र बंदिस्त वाहन तळाचे मूल्य	प्रति चौ. मीटर मूल्यदर		20000) * (100 / 100 ) ) + 2 • र * मिळकतीचे क्षेत्र	तं-यानुसार टक्केवारी )+ खुल्या जिमर्न 20000 )	ोचा दर )
<ul><li>ा') लगतच्या गच्चीचे/खुली बाल् लगतच्या गच्चीचे/खुली बाल्</li></ul>		3चौ. मीटर = 3 * ( 99222 * 40/10 = Rs.119066.4/-	00)		
Applicable Rules	= 3, 9, 18, 19	,14 ,15			
एकत्रित अंतिम मूल्य	वाहन तळाचे मूल = A + B + C = 5571811.4 =Rs.6012543	ा + खुल्या जिमनीवरील वाहन त + D + E + F + G + H + 1 + 0 + 0 + 0 + 321665.	ळाचे मूल्य + इमारती भोवतीच्या र I + J 5 + 119066.4 + 0 + 0 + 0	ा गच्चीचे मूल्य(खुली बाल्कनी) + वरील गर बुल्या जागेचे मूल्य + वंदिस्त बाल्कनी + स्व + 0	चीचे मूल्य + वंदिस्त यंचलित वाहनतळ

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दल क्रमांकु १९८२ १२०२३
२५७ / १८०



74/10188 गुरुवार,27 एप्रिल 2023 9:26 म.पू.

दस्त गोषवारा भाग-1

9917980 टनन2

दस्त क्रमांक: 10188/2023

दस्त क्रमांक: टनन2 /10188/2023

बाजार मुल्य: रु. 60,12,543/-

मोबदला: रु. 84,05,078/-

भरलेले मुद्रांक शुल्क: रु.5,88,400/-

दु. नि. सह. दु. नि. टनन2 यांचे कार्यालयात

अ. कं. 10188 वर दि.27-04-2023

रोजी 9:24 म.पू. वा. हजर केला.

पावती:11257

पावती दिनांक: 27/04/2023

सादरकरणाराचे नाव: प्रिती निलेश निकते - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

₹. 3200.00

पृष्टांची संख्या: 160

दस्त हजर करणाऱ्यांची सही:

एकुण: 33200.00

Joint Sub Registrar Thane 2

र्शित्याही कटक क्षेत्राच्या हद्दीत किंवा उप-

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्र

शिक्का कं. 1 27 / 04 / 2023 09 : 24 : 58 AM ची वेळ (सादरीकरण)

THANK

शिक्का कं. 2 27 / 04 / 2023 09 : 25 : 56 AM ची वेळ: (फी)

लदर दस्तऐवज नोंदणी कायदा १९०८ नियम १९६१ अंतर्गत वस्तुदीनुसार नोंदणीस दाखल केला आहे. दस्तामधील संपुर्ण भगकुर निष्पादक व्यक्ती,साक्षीदार व सोवत जोडलेले कागदपत्रे वस्ताची सत्यता कायदेशीर वाबी साठी खालील निष्पादक व्यक्ती ररंपूर्णपणे जबाबदार आहेत. तसेच सदर हस्तांतरण दस्तांमुळे राज्यशासन / वेंद्रशासन यांच्या कोणताही कायदा / नियम / परिपनक यांचे उल्लंघन होत चाही.

निह्न घेणार सडी

लिहुन देणार सङ्

दस्त गोषवारा भाग-2

टनन2

दम्न क्रमांक:10188/2023

दस्त क्रमांक :टनन2/10188/2023

दस्ताचा प्रकार :-करारनामा

पक्षकाराचे नाव व पना अनुक्र.

> नाव:रुणवाल कस्प्ट्रक्शनचे भागीदार निर्मला मुरुली यांच्या तर्फे कु मु लिहून देणार म्हणून रुणवाल कन्स्ट्रक्शन तर्फे अधिकृत स्वाक्षरीकार रितेश घार्ड यांच्या तर्फे क् म् म्हण्न मधीर पालव पना:प्लॉट नं: -, माळा नं: 5 वा मजला, इमारतीचे नाव: रुणवाल अॅन्ड ओमकार स्क्रेअर, ब्लॉक नं: सायन चुनाभट्टी सिग्नल समोर, डस्टर्न एक्सप्रेम हायवे; रोड नं: सायन पुर्वे मुंबई , महाराष्ट्र, मुम्बई. पॅन नंबर:AAAFR1211Q

2 नाव:प्रिनी निलेश निकंते - -पना:प्लॉट नं: पी-41/7, माळा नं: -, इमारतीचे नाव: एमपीडीमी डीफेन्स कॉलनी, ब्लॉक नं: ट्रोम्बे रोड , रोड नं: मानखुर्द मुंबई , महाराष्ट्र, मुम्बई. पॅन नंबर:AWKPK0325N

्र नाव:निलेश प्रकाश निकते - -पना:प्लॉट नं: पी-41/7, मॉळा नं: -, इमारतीचे नाव: एमपीडीसी डीफेन्स कॉलनी, ब्लॉक नं: ट्रोम्बे रोड, रोड नं: मानखुर्द मुंबई, महाराष्ट्र, मुम्बई, पॅन नंबर:ADAPN5165E

पक्षकाराचा प्रकार वय :-65

म्बाक्षरी:-

लिहून घेणार वय:-42 म्बाक्षरी:- (,)

लिहुन घेणार

छायाचित्र

अंगठ्याचा ठसा











वरील दस्तऐवज करन देणार नथाकथीत करारनामा चा दस्त ऐवज करन दिल्याचे कबुल करतात. शिक्का क.3 ची वेळ:27 / 04 / 2023 09 : 57 : 40 AM

ओळख:-

खालील इसम असे निवेदीत करतान की ते दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितान

अनुक्र. पक्षकाराचे नाव व पना

नाव:महेश माने - -ਬਹ∙30 पना:चरई ठाणे प पिन कोड:400601

नाव:आमावरी डेरे - -2 वय:46 पना:कोलशेत ठाणे प पिन कोड:400607

छायाचित्र





अंगट्याचा ठसा





शिक्का क्र.4 ची वेळ:27 / 04 / 2023 09 : 58 : 29 AM

शिक्का क्र.5 चीक्वंळ:27 🖟 ४ / 2023 09 : 58 : 41 AM नोंदणी पुस्तक 1 मध्ये

my/aa Joint Sub Registrar Thane 2

Payment Details.

sr.	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	PRITI NILESH NIKTE	eChallan	03006172023031800548	MH016979116202223M	588400.00	ŞD	0000663824202324	27/04/2023
2		DHC	September 148	SUB 2694202203 V1	1600	RF	2604202303141D	27/04/2023
3		DHC	7 ( july 1)	2604202302724	1600	RF	2604202302774D	27/04/2023
4	PRITI NILESH NIKTE	eChallan	THE SE	6979116202223M	30000	RF	0000663824202324	27/04/2023

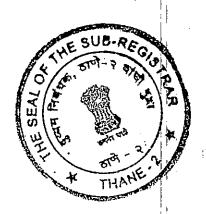
[SD:Stamp Duty] [RF:Registration Fee] [DHC: Doctment Handling Charges]

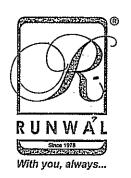
टनन-२	<del></del>
दस्त क्रके १५० /२	०२३
720/920	/

प्रमाणित करण्यात येते कि सदर दस्त क्रं१.09.८८ ... मध्ये . ७.८० पाने आहेत.

पहीले नंबराचे बुकात अ. नं. 🗀 ... ... २०.१८८ ... वर नोंदला

> सह. दुर्यम निलंधक ठाणे क्र. २ दि...२.८१ ..../२०१.८





Dated this Day of _ 20	Dated this _	Day of	20
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### RUNWAL CONSTRUCTIONS

Tower No. / Name: RUNWAL LANDS END
Floor:   6, th Wing: F
Flat / Garaje / Unit No. : F - 1612
Name: MRS. DRITI NILESH NIKTE
MR. NILESH PRAKASH NIKTE
Address: P-41/7, SPDC DEFENCE COLONEY, TROMBAY, R
MANKHURD, MUMBAI- 400088
Mobile: 9021166588 Tel:
Email ID: PRITINIKTE 7777 @ GMAIL. (OM