

C-1205

Raymond | REALTY
EST. 1954

6525

TEN X ERA



AGREEMENT FOR SALE



Receipt (cont.)

73/7698

पावती

Original/Duplicate

Friday, October 27, 2023

नोंदणी क्र.: 39म

10.13 AM

Regn.:39M

पावती क्र.: 11644 दिनांक: 27/10/2023

गावाचे नाव: पांचपाखाडी

दस्तावेजाचा अनुक्रमांक: टनन1-7698-2023

दस्तावेजाचा प्रकार: करारनामा

मादर करणाऱ्याचे नाव: संतोष केशरीप्रसाद पांडे -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1800.00

पृष्ठांची संख्या: 90

एकूण:

रु. 31800.00


Sub Registrar Thane 1

वाजार मूल्य: रु.12712274.44 /-

मोबदला रु.17713216/-

भरलेले मुद्रांक शुल्क: रु. 1240000/-

सह द्वय्यम निबंधक वर्ग-२,
ठाणे - १

1) देयकाचा प्रकार: DHC रकम: रु.1800/-

डीटी/धनादेश/पे ऑर्डर क्रमांक: 1023269919818 दिनांक: 27/10/2023

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: रु.30000/-

डीटी/धनादेश/पे ऑर्डर क्रमांक: MH009752856202324E दिनांक: 27/10/2023

बँकेचे नाव व पत्ता:



सूची क्र.2

द्वयम निवडणूक दिनांक 1

सन 2023 7698/2023

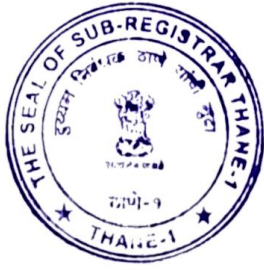
नामः

Regn 63in

भावाचे नाव : पांचपाखाडी

1) को. क्र. व. नं.	17713216
2) को. क्र. व. नं.	12712274 44
3) को. क्र. व. नं.	1) भाविके नाव ठाणे म.न.पा. एन.वर्णन , एन.माटिनी, विभाग :5/17-5; मोठे पाचपाखाडी, ना. व. त्रि. ठाणे मधील मळ नं. 83/1(Part),83/3(Part) आणि 121(Part) या मिळकतीवर बांधण्यात येणाऱ्या टन एक्स ट्रेड मध्ये स्थानिक मधील टॉर - C या विलिन मधील 12व्या मजल्यावरील 79.43 चौ.मी. म्हणजेच 855 चौ.फू. रंग. क्षेत्रफळाच्या मददनि 3.58 चौ.मी. क्षेत्रफळाची वाळवी अगलेवी निवारी मदतनि व C1205 वनेच टन एन. माटिनी मध्ये या कराराचा विषय आहे. ((Survey Number मळ नं 83/1(Part), 83/3(Part) आणि 121(Part) :))
4) को. क्र. व. नं.	1) 79.43 चौ.मीटर
5) को. क्र. व. नं.	1) नाव:-मेहड लिमिटेड बॉक्स अधोगार्डज मिशेटी भाविका निवाळकर वयः पत्ना:-प्यटि नं. , माळा नं. , उमावती नं नावः , खाक नं. , रोड नं: दि.मिन, एकमार्गीयम मेटर, रेमट स्थानिक आधिक्य, जेठे ग्राम, पंचमरण रोड नं. 1 ठाणे महाराष्ट्र, ठाणे. पिन कोड -400606 पॅन नं:-AAACR4896A
6) को. क्र. व. नं.	1) नाव:-मनोप केशरीप्रसाद पांडे - वय:-44; पत्ना:-प्यटि नं. , माळा नं. , उमावतीचे नावः - खान नं. , रोड नं: प /604, पाचवटी मीणचण, विजय बाग, मेथन पेट्रोल पम्प मगोर, मृत्यार रोड, कल्याण पश्चिम, ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-AGHPP4426A
7) को. क्र. व. नं.	2) नाव:-उमादेवी मनीष पांडे - वय:-44; पत्ना:-प्यटि नं. , माळा नं. , उमावतीचे नावः , खाक नं. , रोड नं. प /634 पाचवटी मीणचण, विजय बाग, मेथन पेट्रोल पम्प मगोर, मृत्यार रोड, कल्याण पश्चिम, ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-ATDPP8070F
8) को. क्र. व. नं.	27/10/2023
9) को. क्र. व. नं.	27/10/2023
10) को. क्र. व. नं.	7698/2023
11) को. क्र. व. नं.	1240000
12) को. क्र. व. नं.	30000
13) को. क्र. व. नं.	
14) को. क्र. व. नं.	

भावाचे नाव निवाळकर व. ना. पा. व. नं. (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



सह द्वयम निर्बंधक बॉर्ग-२, ठाणे - १

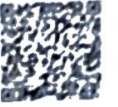
मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)					
Valuation ID	202310268207				26 October 2023 09:59:16 AM ट.नं.1
मूल्यांकनाचे वर्ष	2023				
जिल्हा	ठाणे				
मूल्य विभाग	सातुका ठाणे				
नग्न मूल्य विभाग	17.43; मुंबई आणि हुतांगी महापौर व सनगा फार्म लॉन्ग फॉरम राष्ट्रीय मूल्य नगर रचना योजना क्रमांक: अंतिम मूल्य नग्न नगर				
क्षेत्राचे नाव	Thane Municipal Corporation	सर्व्जनिक / न. भू. कायदा			
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.					
खुली जमीन	निवासी सदनिका	घनपतय	दुकाने	औद्योगिक	संजमहापतय एकक चौ मीटर
52100	124100	142800	155000	142800	
बांधीव क्षेत्राची माहिती					
बांधकाम क्षेत्र (Built Up)	87.373 चौ मीटर	मिळकतीचा वापर.	निवासी सदनिका	मिळकतीचा प्रकार.	बांधीव
बांधकामाचे वर्गीकरण- उद्भवान सुविधा.	1-अतर सी सी आहे	मिळकतीचे वाप. मजला.	0 TO 2 वर्ष 11th to 20th Floor	बांधकामाचा दर. कार्पेट क्षेत्र.	Rs. 240.20/- 79.4 चौ मीटर
Sale Type - First Sale					
Sale/Resale of built up Property constructed after circular dt.02/01/2018					
मजला निहाय घट वाढ	= 107.5 / 100 Apply to Rate = Rs.133408/-				
घसा.यानुसार मिळकतीचा प्रति चौ मीटर मूल्यदर	= ((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा.यानुसार टक्केवारी) + खुल्या जमिनीचा दर = ((133408-52100) * (100/100)) + 52100) = Rs.133408/-				
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 133408 * 87.373 = Rs.11656257.184/-				
E) बंदिस्त वाहन तळाचे क्षेत्र बंदिस्त वाहन तळाचे मूल्य	27.88 चौ. मीटर = 27.88 * (124100 * 25/100) = Rs.864977/-				
F) लगतच्या गच्चीचे/खुली बात्कनी क्षेत्र लगतच्या गच्चीचे/खुली बात्कनी मूल्य	3.58 चौ. मीटर = 3.58 * (133408 * 40/100) = Rs.191040.256/-				
Applicable Rules	= 3, 9, 18, 19, 14, 15				
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य + तळाघराचे मूल्य + मेईनार्डन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य (खुली बात्कनी) + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बात्कनी + स्वयंचालित वाहनतळ = A + B + C + D + E + F + G + H + I + J = 11656257.184 + 0 + 0 + 0 + 864977 + 191040.256 + 0 + 0 + 0 + 0 = Rs.12712274/- = ₹ एक करोड सत्तावीस लाख चार हजार दोन चौ बोऱ्याहत्तर /-				

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CHALLAN
MTR Form Number-6



GRN	MH009752856202324E	BARCODE		Date	19/10/2023-14 22 52	Form ID	25 2
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Department	Inspector General Of Registration	Payer Details					
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)					
Office Name	THN1_HQR SUB REGISTRA THANE URBAN 1	PAN No.(If Applicable)	AGHPP4426A				
Location	THANE	Full Name	SANTOSH KESHARIPRASAD PANDEY				
Year	2023-2024 One Time	Flat/Block No.	FLAT NO 1205 12 FLOOR TOWER C ERA				
		Premises/Building	RAYMOND REALTY				

Account Head Details	Amount In Rs.							
0030046401 Stamp Duty	1240000.00	Road/Street	RAYMOND TENX ERA VIVIANA MALL ROAD THANE WEST					
0030063301 Registration Fee	30000.00	Area/Locality	THANE					
		Town/City/District						
		PIN	4	0	0	6	0	6
		Remarks (If Any)	PAN2=AAACR4896A--SecondPartyName=RAYMOND REALTY-CA=17713216					
		Amount In	Twelve Lakh Seventy Thousand Rupees Only					
Total	12,70,000.00	Words						

Payment Details	UNION BANK OF INDIA	FOR USE IN RECEIVING BANK					
Cheque-DD Details		Bank CIN	Ref. No.	02901792023101966204	520700509		
Cheque/DD No.		Bank Date	RBI Date	19/10/2023-14:27:54	Not Verified with RBI		
Name of Bank		Bank-Branch	UNION BANK OF INDIA				
Name of Branch		Scroll No. , Date	Not Verified with Scroll				

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for other registered document.
सदर चलन केवल दय्यम निबंधक कार्यालयात नोंदणी करवयाच्या दस्तासाठी लागू आहे. नोंदणी केवळ दय्यम निबंधक कार्यालयात (Sub Registrar) दस्तासाठी सदर चलन लागू नाही.

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दस्ता क्र. 2023
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Mobile No. : 8591893968

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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made at Thane this 27th day of OCT., 2023.

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BETWEEN

RAYMOND LIMITED, a Company incorporated under the provisions of the Companies Act, 1956 and now deemed to be incorporated under the provisions of the Companies Act, 2013 having its registered office address at Plot No. 156/11, Village Zadgaon, Ratnagiri 415612, Maharashtra and having its Project Office at The Mill, Experience Centre (Raymond Realty Office), J.K. Gram, Pokhran Road, Thane- 400 606 and having PAN No- AAACR4896A, hereinafter referred



"Promoter" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **FIRST PART;**

AND

(1) **MR. SANTOSH KESHARIPRASAD PANDEY** Adult/s, Indian Inhabitant/s of Mumbai / a partnership firm registered under the Indian Partnership Act, 1932 / a private limited / public company registered under the provisions of the Companies Act, 1956 / 2013, having his/her/their address for the purpose of these presents at **A/604, Panchvati CHS, Vijay Baug, Opp. Roshan Petrol Pump, Murbad Road, Kalyan West, Thane - 421301, Maharashtra** having PAN No-AGHPP4426A.

(2) **MRS. UMADEVI SANTOSH PANDEY** Adult/s, Indian Inhabitant/s of Mumbai / a partnership firm registered under the Indian Partnership Act, 1932 / a private limited / public company registered under the provisions of the Companies Act, 1956 / 2013, having his/her/their address for the purpose of these presents at **A/604, Panchvati CHS, Vijay Baug, Opp. Roshan Petrol Pump, Murbad Road, Kalyan West, Thane - 421301, Maharashtra** having PAN No-ATDPP8070F.

hereinafter referred to as "**Allottee/s**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual/s 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 HUF and in case of a coparcenary, the coparcenary 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 the heirs, executors and administrators of the last survivor of them and in case of a company/ body corporate its successors and permitted assigns) of the **SECOND PART.**

Promoter and the Allottee/s are hereinafter collectively referred to as "**the Parties**", and individually as a "**Party**", as the context may require.

WHEREAS:

A. The Promoter is the owner of all those pieces and parcels of land collectively admeasuring approximately 37,880 square meters, bearing Survey Nos. 83/1, 83/3 and 121 situated at Village Panchpakhadi, Taluka and District Thane and within the Registration District of Thane and within the local limits of Municipal Corporation of Thane ("**the Larger Land**").

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B The Promoter has duly purchased the said Larger Land vide the following Indentures:	



B The Promoter has duly purchased the said Larger Land vide the following Indentures:

- (i) The Indenture dated July 23, 1960 by and between (1) Joseph Aloysius Dias (2) Versus Joseph Dias (3) Maureen Mary Esther Dias (4) Josephine Periera (5) Alice D Abreo and (6) Walter Miranda therein referred to as Vendors and Raymond Woollen Mills Ltd. (Now known as Raymond Limited), therein referred to as Purchaser and duly registered before the Sub-Registrar Office, Thana at Sr. no. 374 of Book No. I wherein wherein the vendor has sold, transferred and conveyed for consideration land bearing Survey No-121 admeasuring 23270 Sq.Mtrs in Village Panchpakhadi, Taluka and District Thane.
 - (ii) An Indenture dated 31st March, 1964 executed between Kusumbibai, Khangar Hiraji, Jagruchand Tarachand, Pukhraj Tilokchand therein referred to as the Vendors and The Raymond Wollen Mills Ltd (Now Known as Raymond Limited) therein referred to as the Purchasers and registered with the Office of the Sub-Registrar of Assurances at Thane under Serial No. THN/386 of 1964 of book No-1; wherein the vendor has sold, transferred and conveyed for consideration land bearing Survey No-83/1 admeasuring 1770 Sq.Mtrs and Survey No-83/3 admeasuring 12840 Sq.Mtrs in Village Panchpakhadi, Taluka and District Thane.
- C. The 7/12 Extracts being the revenue records maintained by the Office of the Collector are duly mutated to record the name of the Promoter as the holder in respect of the said Larger Land.
- D. By and under Order dated 30.08.2022 bearing No. ULC/TA/ATP/Section-20 /SR 974/584/22, the Collector & Competeny Authority, has granted its permission to the Promoter for development of the Larger Land admeasuring 37,880 sq. mtr bearing Survey Nos. 83/1, 83/3 and 121 in the manner and on the terms and conditions as stated therein. ("ULC Order").
- E. Subject to what is stated herein and as set out in the Title Certificate, Promoter is seized and possessed of and has a clear and marketable title to the said Larger Land, and on obtainment of all due permissions / sanctions from the Thane Municipal Corporation ("TMC")/ competent authorities, the Promoter is entitled to develop such portions of the said Larger Land and construct buildings therein, as may be duly permitted, by utilisation of the full and maximum development potential (both present and future) of the Larger Land or part thereof.
- F. Out of the Larger Land (i) the land admeasuring 3943.32 Sq.Mtr is not in possession (It is to clarify that land admeasuring 238.97 Sq.Mtr is declared as Slum Rehabilitation Area under Notification No. 04/22 dated 7th October, 2022 and Order dated 7th October, 2022 passed by the CEO, MMR Rehabilitation Authority) of the Promoter. (ii) the land admeasuring 3666.61 Sq.Mtr is under the exisiting road and (iii) Plot C admeasuring 419.13 Sq.Mtr are not part of the proposed development. The Promoter therefore proposed to develop the land bearing Survey No-83/1(Part), 83/3(Part) and 121 (Part) admeasuring 29,850.94 Sq.Mtr hereinafter referred to as the "Said Land". The Said Land is more particularly described in the **First Schedule** hereunder written and

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delineated with thick black coloured boundary line on the Plan and marked as Annexure "A".

- G. The TMC vide its Sanctioned of Development Permission Certificate and approval for Relocation of Reservation and sub division of Plot A, B bearing V.P.No-S04/0185/21 TMC/TDD/4072/22 dated 07.06.2022 and further Sanctioned of Development Permission Certificate bearing V.P.No-S04/0185/21 TMC/TDD/4072/22 dated 27.09.2022 subdivided the Said Land as Plot A admeasuring 27,250.04 Sq.Mtr, Plot B admeasuring 2600.90 Sq.Mtr and Plot C admeasuring 419.13 Sq.Mtr.
- H. Out of Plot A, the land admeasuring 1721.71 Sq.Mtr is reserved as 15.00 Meter Wide D P Road and needs to be handed over to TMC or any other concerned authority for DP Road.
- I. Further out of Plot A, the land admeasuring 165.85 Sq.Mtr is reserved for Market Reservation and needs to be handed over to Thane Municipal Corporation or any other concerned authority for Market Reservation.
- J. Further out of Plot A, the land admeasuring 14585.36 Sq.Mtr needs to be handed over to TMC or any other concerned authority for Garden Reservation, however as per Accommodation Reservation Policy presently out of 14,585.36 Sq.Mtr land admeasuring 10,210.42 Sq.Mtr needs to be handed over to TMC or any other concerned authority for Garden Reservation.
- K. Out of Plot B, land admeasuring 1000.15 Sq.Mtr is reserved as Library Welfare Center which needs to be handed over to TMC or any other concerned authority.
- L. Presently the development is undertaken on a portion of the said Land, in a phase-wise manner, in accordance with applicable laws (as amended / modified from time to time), including the provisions of the Development Control Regulations ("DCR") applicable to TMC as applicable from time to time, in the manner as stated herein. The Promoter is intending to construct mixed-use projects viz TEN X ERA Raymond Realty, on portion of the said Land in a phase-wise manner.
- M. TEN X ERA Raymond Realty Project is comprising of a buildings viz Wings A hereinafter referred to as (Tower A), Wing B hereinafter referred to as (Tower B) and Wing C hereinafter referred to as (Tower C), with provisions for number of car parkings for each wings as per applicable DCR, club house on Plot A and building for inclusive Housing with multiple wings on Plot B to be developed on the portion of the Said Land, being land admeasuring 12,377.87 square meters and bearing Survey Nos. 83/1 (Part), 83/3 (Part) and 121 (Part) (hereinafter referred to as the "Whole Project ") and the land on which Whole Project is to be developed is herein after referred to as "Whole Project Land" which is more particularly described in the Second Schedule hereunder written and delineated with hatched red coloured boundary line on the plan annexed and marked as Annexure "A".
- N. By the said Building Permission dated 07th June,2022, the approval was granted for layout and plot subdivision of Promoter's Property as detailed therein. By and under Building Permission Certificate No. VP No. S04/0185/21 TMC/TDD/4206/22 dated 27th September,2022 issued by the TMC, Thane, the

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development permission has been granted *inter-alia* in respect of Plot A comprises of Wing ~~OST WING B~~ and Wing C and on Plot B-wing A along with other infrastructure including club house, electric sub-station, other amenities etc, to be developed on the Said Land. By the said Building Permission /Commencement Certificated dated 21st February, 2023 approval has been granted *inter alia* for construction and development upto Basement + Ground + 1st to 3rd Podium + Podium Top Floor + 1st to 36th Floor and and further revised Commencement Certificate dated 18th September, 2023, approval has been granted for construction and development for 38th Floor. The Building Permission/Commencement Certificate dated 21st February, 2023 and 18th September, 2023 is annexed and marked hereto as Annexures B and B1. A copy of the authenticated approved plan for the Whole Project Land, with buildings, is annexed hereto as Annexure "C".

- O. The necessary approvals and permissions to commence the development of Whole Project are obtained. The list of approvals for the Whole Project is mentioned in the Annexure "D" annexed hereto. Further, all the other necessary approvals, permissions from the competent authorities, so as to obtain such certificate for use and occupation of the Whole Project/Real Estate Project, post completion of the construction, shall be obtained, from time to time by the promoter.
- P. The Promoter is availing the services of Licensed Architect/ Surveyor, M/s. Spaceage Consultant, having its office at B/106, Natraj Building, Mulund Goregaon Link Road, Mulund (West), Mumbai-400 080 for obtaining necessary permissions and/or approvals and to get done the other related works from TMC and other concerned authorities.
- Q. A Structural Engineer Engineering Creations Consultancy Pvt. Ltd., having its office at at Matru Chhaya Apartment, Flat N0 301, 3rd flr Naupada Thane 400602 is also appointed for preparation of the structural design and drawings of the buildings in the said Whole Project.
- R. The Whole Project shall be under the professional supervision of the licensed consultants, the Structural Engineer and such other professionals and consultants as may be required till the completion of the Whole Project.
- S. The title of Promoter in respect of the Larger Land, is duly set out in the Title Certificate dated, 6th December 2022 issued by their Advocates & Solicitors, ("said Title Certificate"). The said Title Certificate has been annexed and marked as Annexure "E" hereto.
- T. The details with regard to Pending proceedings on the Larger land and/or part thereof are set out in detail in the Title Certificate and list of the pending litigation with respect to the Whole Project and/or Larger Land has been uploaded on the RERA website.
- U. The said land on which the Promoter is developing its Whole Project is not mortgage to any Bank or any Financial Institution.
- V. The Promoter is undertaking the development of the Whole Project in a phase-wise manner and is constructing a mixed-use project thereon in the following manner:

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- (i) The Promoter has already undertaken Tower A, B and C and is in the process of development and construction of Wing C/Tower C is hereafter referred to as "**Real Estate Project**". The portion of the land on which the **Real Estate Project** is being developed, is identified and delineated with hatched yellow coloured boundary line on the **Annexure "C"**.
- (ii) The Whole Project is consisting of a multi-storey buildings viz Tower A, Tower B and Tower C which will *inter alia* comprise of a mixed use of residential and such other users as may be permitted from time to time and in the manner the Promoter deems fit as provision for club house and other ancillary Mechanical, Electrical and Plumbing (MEP) structures to cater the service requirements of the Whole Project on Plot A. There will also be an inclusive Housing Building (multi-storey) with multiple wings on Plot B.
- W. The development of the **Real Estate Project**, is a phase of the Whole Project and same is registered 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 the Certificate of Registration No.P51700049520 ("**RERA Certificate**") and a copy of the RERA Certificate is annexed and marked as **Annexure "G"** hereto.
- X. The Allottee/s has/have, prior to the date hereof, examined the RERA Certificate. The Allottee/s has/have also examined all the documents and information uploaded by 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. The Allottee/s confirm/s that he/she/they is/are aware that Whole Project would be developed in phase wise manner, as and when permission would be obtained and the layout/construction of the Whole Project is subject to amendments, changes and final approval from the concerned authorities.
- Y. The Allottee/s is/are desirous of purchasing residential premises / unit / apartment as mentioned in the Third Schedule herein ("**said Premises**") in the Real Estate Project alongwith right of user of two car parking space and has / have approached the Promoter and requested the Promoter to allot to him/her/it/them the said Premises in the said **Wing C (Tower C)** ("**said Building/ Real Estate Project**"), on the terms and condition as set out in the Application Form and herein below in this Agreement for Sale.
- Z. The principal and material aspects of the development of the Real Estate Project, are briefly stated below:
- (i) The Real Estate Project will be known as **TEN X RERA Raymond Realty Tower C** and it will be a part of the Whole Project.
- (ii) The building of the Real Estate Project is proposed to consist of Basement +

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(iii) The said Building shall comprise of residential units / premises/ apartment and other units, as may be permitted.

(iv) By the Building Permission/Commencement Certificate dated 21st Februray,2023 the total Floor Space Index ("FSI") of 71,744.20 sq. mts. was sanctioned for consumption in the construction and development of the Whole/ Real Estate Project. The Promoter proposes to eventually consume the total FSI of 39,603.31 sq. mts or such further/higher FSI as may be permissible in law, in the construction and development of the Real Estate Project.

(v) A copy of the building permission/ Commencement Certificate dated 21st Februray,2023 and Commencement Certificate dated 18th September,2023 issued by the Thane Municipal Corporation, Thane, annexed herein above as **Annexure "B and B1"**

(vi) The common areas, facilities and amenities, that are contemplated to be constructed, developed and provided in the Real Estate Project, that may be used by the Allottee/s of the Real Estate Project, is more particularly set out in **Annexure "H"** annexed herein (hereinafter referred to as the **"Real Estate Project Amenities"**).

(vii) The Promoter shall be entitled to put up hoardings / boards of its brand name, in the form of neon signs, MS letters, vinyl and sun boards on the Real Estate Project and part thereof including on the façade, terrace, compound wall and/or any other part of the Real Estate Project. The Promoter shall also be entitled to place, select and decide the hoarding / board sites.

(vii) The Promoter shall be entitled to designate any spaces/areas in the Real Estate Project (including on the terrace and ground/basement/podium level of the building in the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee/s and other allottees of the apartments / flats / units in the Real Estate Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.

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

AA. The principal and material aspects of the development of the Whole Project as disclosed by the Promoter are briefly stated below:

- (i) The Whole Project is known as 'TEN X ERA Raymond Realty.
- (ii) The area of the Whole Project Land is approximately 12,377.87 square meters which is to be developed in a phase-wise manner.

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- (iii) The Whole Project is consisting of a multi-storey buildings viz. Tower B and Tower C which will *inter-alia* comprise of a mixed use residential and such other users as may be permitted from time to time and in the manner the Promoter deems fit as provision for club house and other ancillary Mechanical, Electrical and Plumbing (MEP) structures to cater the service requirements of the Whole Project Land. There will also be an inclusive Housing Building (multi-storey) with multiple wings on Plot B, which shall be developed in phase-wise manner and shall be registered under provisions of RERA accordingly.
- (iv) As of now Tower A, Tower B and Tower C are proposed to be multi storied buildings as may be permissible. The Car Parking for the Whole Project, as required under Development Control Rules, shall be provided in basement, ground and podium floors of the buildings. Further Inclusive Housing Building on Plot B is also proposed to be multi storied buiding having number of wings.
- (v) The Whole Project shall *inter-alia* comprise of buildings for residential users, residential tenements, dwelling units and premises of all kinds, for residential and/or any other authorized use, retail, Car Parking, Club House and such other users as may be permitted from time to time.
- (vi) By the Building Permission/Comencement Certificate dated 21st Februray, 2023 the plans were sanctioned in respect of 71,744.2 sq.mtr base Floor Space Index ("FSI"), for consumption in the construction and development of the Whole Project. The Promoter proposes to eventually consume the entire FSI and further load TDR to increase the FSI that may be allowed under DCR applicable within the limit of TMC for construction and development of the Whole Project.
- (vii) The Allottee/s has / have persued a copy of the entire layout ("**Disclosed Layout**"), which specifies the proposed tentative locations of the new / future / further buildings / towers to be constructed on the Whole Project Land, together with the proposed total FSI proposed to be utilized on the Whole Project as already disclosed ("**Proposed Potential**") and also the tentative locations where the common areas, facilities and amenities, reservations and other open and built-upon spaces are proposed to be situate.
- (viii) The Promoter shall be entitled to put up hoardings / boards of its Brand Name, in the form of neon signs, MS letters, vinyl and sun boards on the Whole Project and on the façade, terrace, compound wall or other part of the buildings / towers as may be developed on the Whole Project Land from time to time. The Promoter shall also be entitled to place, select and decide the hoarding / board sites in its sole discretion.
- (ix) The nature of the development of the Whole Project will be phase-wise and would constitute a mixture of users as may be permissible under applicable law from time to time.
- (x) The common areas, facilities and amenities including the car parking, club house, that is contemplated to be constructed, developed and

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provided in the Real Estate Project, are listed in Annexure "H-1" hereto and is hereafter referred to as the ("Whole Project Amenities"). The Whole Project Amenities that may be constructed will be usable by the Allottee/s and other allottees of the Real Estate Project and all the other allottees to the Whole Project. However the allottees of the Whole Project shall not be entitled to use the Real Estate Project amenities, save and except as disclosed in Annexure H. The Annexure H and H-1 also set out the tentative location where it may be constructed, if any, the tentative stagewise and time schedule of its development, including their architectural and design standard. These common areas, facilities and amenities are to be constructed in phase-wise manner, therefore though possession of the said Premises shall be handed over on receipt of Occupation Certificate in respect of said Building, but such Amenities may be available for use and enjoyment, only at a later date, as tentatively, set out in Annexure H and H-1 respectively.

- (xi) The Promoter shall be entitled to aggregate any contiguous land parcel with the development of the Whole Project/Larger Land, as provided under the Proviso to Rule 4(4) of the RERA Rules.
- (xii) The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the Whole Project/Larger Land (defined below), in full or in part, as may be required under applicable law from time to time.
- BB. The above details and further aspects of the proposed Future and Further Development of the said Whole Project Land/ Said Land /Larger Land are available for inspection on the website of the Authority and with the Promoter ("Proposed Future and Further Development of the said Whole Project").
- CC. The Promoter has the right to sell the Apartment/Units/Premises in the Real Estate Project and to enter into this Agreement with the Allottee/s of the said Premises and to receive the Sale Consideration in respect thereof.
- DD. On demand from the Allottee/s, inspection has been given to the Allottee of all the documents of title relating to the said Larger Land /Said Land/Whole Project Land and the plans, designs and specifications prepared by Licensed Counsellants, and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including *inter alia* the following:
- (i) All the title deeds and documents in relation to the Larger Land.
- (ii) All the approvals and sanctions of all the relevant authorities issued till date for the development of the Real Estate Project including the layout plan, building plan, floor plan and the commencement certificate;
- (iii) Title Certificate dated 6th December, 2022 issued by Advocates and Solicitors, Wadia Ghandy & Co.
- (iv) Copies of the deeds, documents and writings referred to in the said Title Certificate;
- (v) The authenticated copies of the 7/12 Extracts of each of the lands

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forming part of the Larger Land, showing the nature of the same, is annexed hereto and marked as Annexure "F" (collectively).

- (vi) The present Sanctioned Layout Plan of the Whole Project and all other permissions and approvals obtained including Environment Clearance, Fire NOC, High Rise if applicable, and others;
- (vii) The floor plan with demarcating the said Premises is annexd hereto as **Annexure I**.
- EE. The carpet area (as defined under RERA) of the said Premises is mentioned in the Third Schedule herein. .
- FF. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and only upon the due observance and performance of which the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project and other several buildings of the project ,shall be granted by the competent authority.
- GG. Further, (i) the requisite approvals and sanctions for the development of the Real Estate Project from the competent authorities are obtained / being obtained and (ii) the approvals and sanctions from other relevant statutory authorities, are applied for and/or in the process of being obtained and/or have been obtained by Promoter.
- HH. Promoter shall commence the construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and the approvals and permissions, as referred hereinabove.
- II. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- JJ. The Promoter have agreed to sell to the Allottee/s and the Allottee/s has / have agreed to purchase and acquire from the Promoter, the said Premises in the Real Estate Project for an aggregate price as mentioned in the Third Schedule herein ("Sale Consideration") and upon the terms and conditions mentioned in this Agreement, along with right to use and enjoy the Real Estate Project Amenites and Whole Project Amenities as set out in Annexures H and H-1 herein. Prior to the execution of these presents, the Allottee/s has / have paid to Promoter a sum as mentioned in the Third Schedule herein , being part payment of the Sale Consideration of the said Premises agreed to be sold by the Promoter to the Aliottee/s as advance payment (the payment and receipt whereof the Promoter doth hereby admit and acknowledge and of and from the same doth forever release and discharge the Allottee/s forever).
- KK. Under Section 13 of RERA, the Promoter is required to execute a written Agreement for Sale of the said Premises with the Allottee/s, i.e., this Agreement and is also required to register this Agreement under the provisions of the Registration Act, 1908.

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In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agree/s to sell and the Allottee/s hereby agree/s to purchase and acquire the said Premises.



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

1. The above Recitals, all Schedules and Annexures herein shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.
2. The Promoter shall construct the said Building known as Wing C/Tower C having Basement Ground + 1st to 3rd Podium + Podium Top Floor+ 1st to 38th Floor or more upper floors as may be permissible, of the Real Estate Project, in accordance with the plans, designs and specifications as referred hereinabove and as approved by the TMC and/or the other competent authorities from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee/s, and to be shared with other allottee/s of Real Estate Project as are listed in Annexure H, with tentative completion dates.

PROVIDED THAT the Promoter shall have to obtain the prior consent, in writing, of the Allottee/s in respect of any variations or modifications which may adversely affect the said Premises of the Allottee/s, 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/s.

3. Purchase of the said Premises and Sale Consideration:

- (i) The Allottee/s hereby agree/s to purchase and acquire from the Promoter and the Promoter hereby agree to sell to the Allottee/s the Apartment as mentioned in the Third Schedule herein of Wing C / Tower C in the Real Estate Project i.e., the said Premises, as more particularly described in the Third Schedule and as shown on the floor plan annexed and marked "I" hereto, at and for the Sale Consideration/Agreement Value as mentioned in the Third Schedule herein The said Premises shall contain the internal fittings, fixtures and amenities within it as set out in the Annexure H-2 herein.
- (ii) The Allottee/s has paid before the execution of this Agreement a sum as mentioned in the Third Schedule herein [not exceeding 10% (Ten percent) of the Sale Consideration] as part consideration to the Promoter and hereby agrees to pay to Promoter the balance amount of Sale Consideration/Agreement Value as mentioned in the Third Schedule herein as per the payment schedule mentioned in Annexure J annexed herein. The Sale Consideration as mentioned in the Third Schedule herein to be paid by the Allottee/s in the manner as mentioned in Annexure J has been determined and agreed between the Parties on the basis that the Allottee/s are liable to make payment of instalments of the Consideration at the time and manner mentioned in this Agreement.

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- (iii) The Promoter shall issue a notice to the Allottee/s in time before the completion of the Real Estate Project (the payment at each stage is individually referred to as the "Installment" and collectively referred to as the "Installments"). The payment shall be made by the Allottee/s on or before the due date as mentioned in the demand letter of Promoter for making a demand for the payment of the Instalment, time being the essence of the contract.
- (iv) Cheque bounce charges, of an amount of Rs.1000/- (Rupees One Thousand Only) including applicable taxes, will be payable by the Allottee/s, if on account of a cheque issued pursuant to this Agreement, is not honoured for any reason whatsoever, including for reasons such as 'insufficient funds', 'stop payment' or 'account closed'. This amount will be added in the next demand.
- (v) The payment by the Allottee/s in accordance with Clause 3(ii) & (iii) is the basis of the Sale Consideration and is one of the principal, material and fundamental terms of this Agreement (time being the essence of this Agreement). The Promoter have agreed to allot and sell the said Premises to the Allottee/s at the Sale Consideration *inter alia* because of the Allottee/s having agreed to pay the Sale Consideration in the manner as more particularly detailed in Clause 3(ii) herein written. All the Installments payable in accordance with this Agreement with respect to the completion of the stage of construction on the date of signing of this Agreement shall be paid by the Allottee/s simultaneously on the execution of this Agreement.
- (vi) The Sale Consideration/Agreement Value excludes taxes (consisting of tax paid or payable by way of Goods and Service Tax ("GST") and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the construction / development of the Real Estate Project and/or with respect to the said Premises and/or amenities and common amenities. It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST and all other indirect and direct taxes, duties and impositions applicable 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 by whatsoever name / nomenclature and/or in relation to the said Premises, shall be borne and paid by the Allottee/s alone and Promoter shall not be liable to bear or pay the same or any part thereof.
- (vii) The Sale Consideration excludes all costs, charges and expenses including but not limited to stamp duty, registration charges, out-of-pocket expenses and/or incidental charges in connection with the documents to be executed for the sale of the said Premises including on this Agreement and expenses on all documents for sale and/or transfer of the said Premises, including applicable stamp duty and registration charges on this Agreement, which shall all be borne and paid by the Allottee/s alone and Promoter shall not be liable to bear or pay the same

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(viii) The Sale Consideration/Agreement Value 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 undertake and agree that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation/demand, published / issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

(ix) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and after receipt of occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area, subject to a variation cap of 3% (three percent), the total Price/Sale Consideration/Agreement Value payable on the basis of the carpet area of the said Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then, Promoter shall refund the excess money paid by Allottee/s within 45 (forty five) days with an annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the payment Plan. All these monetary adjustment shall be made at the same rate per square meter as agreed in Clause 3(i) of this agreement.

(x) The Allottee/s authorises the Promoter to adjust/appropriate all payments made by him/her/it/them under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his/her/its/their payments in any manner.

(xi) In addition to the carpet area of the said Premises, there are certain common areas and facilities such as the refuge areas, staircases, corridors, passages, underground and overhead tanks, common entrances and exits of the building, terrace of the building, meter room, other service areas, and certain other portions of the Real Estate Project necessary or convenient for its maintenance, safety, etc., in the Real Estate Project and the usage of the same shall be in common and a proportionate share of expenses of which can be attributed to the said Premises of the wing/building.

(xii) The common areas, facilities and amenities contemplated in the said Building/Real Estate Project that may be usable by the Allottee/s alongwith the other allottees of the Real Estate Project are detailed in the **Annexure H** attached hereto. The said amenities cannot be used by the allottees of the Whole Project, save and except as disclosed in Annexure

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of the Sale Consideration and other dues payable by him/her/it and meeting, compliance and fulfilling all its other obligations under this Agreement.

- (xvi) 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 this Clause 3 above (which will not absolve Allottee of its responsibilities under this Agreement). Any payments made in favour of / to any other account other than as informed by the Promoter shall not be treated as payment towards the said Premises. The Allottee/s shall satisfy the Promoter either through his/her/its/their banker's commitment or in such other manner as shall be determined by the Promoter with regard to the security for the payment of each instalment of the Sale Consideration.
- (xvii) The Allottee/s are aware that in order to ensure safety of the workmen and the Allottee, the Allottee shall not be allowed to visit the site during the time that the Building is under construction. The Promoter shall provide updates of the construction progress on periodic basis (whether photographic updates or otherwise). The Allottee shall be given the opportunity for inspecting the Premises only after making payment of the total Sale Consideration and all other dues, as mentioned herein.
- (xviii) 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 payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.
- (xix) The Allottee/s is / are aware that the Allottee/s is / are required to deduct tax at source ("TDS") in accordance with the applicable rates as per the Income Tax Act, 1961 and the Allottee/s shall comply with the same.
- (xx) The Allottee/s agrees and confirms that in the event of delay / default in making payment of GST, TDS or any such taxes or amounts under this Agreement as called upon by the Promoter, then without prejudice to any other rights or remedies available with the Promoter under this Agreement, the Promoter shall be entitled to adjust the said unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment) against any subsequent amounts received from the Allottee/s and the Allottee/s shall forthwith pay the balance amount due and payable by the Allottee/s to the Promoter.
- (xxi) Notwithstanding anything contained herein, each payment made by the Allottee/s shall be allocated at the discretion of the Promoter, first to the

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discharge of any damages, interest and then to the payment of the amount due in terms hereof. It will be the sole discretion of the Promoter to appropriate any amounts received from the Allottee/s towards the payment of any Instalments of the Sale Consideration or any amount may be owed by the Allottee/s to the Promoter.

4. **FSI, TDR and development potentiality with respect to the Real Estate Project:**

- (i) The Allottee/s hereby agrees, accepts and confirms that the Promoter proposes to develop the said Real Estate Project (including by utilization of the full development potential) in the manner as more particularly detailed at Recitals above and the Allottee/s has / have agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

5. **FSI, TDR and development potentiality with respect to the Proposed Future and Further Development of the Whole Project:**

- (i) The Allottee/s hereby agrees, accepts and confirms that the Promoter proposes to develop the Whole Project and also the Larger Land (by utilization of the full development potential) and develop the same in phase-wise matter and undertake multiple real estate projects therein in the manner as more particularly detailed in the Recitals above constituting the Disclosed Layout and the Proposed Potential and Allottee/s has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

6. **Completion Date, Delays and Termination:**

- (i) The Promoter shall endeavour to complete the construction of the said Premises and obtain the Occupation Certificate from the TMC for the said Premises as mentioned in the Third Schedule herein with further reasonable extension of time as provided under RERA ("Completion Date"). Provided however, that The Promoter shall be entitled to extension of time for giving delivery of the said Premises on the Completion Date, if the completion of the Tower C is delayed on account of any or all of the following factors:
- (a) War, Civil commotion or act of God.,
(b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- (ii) If Promoter fails to abide by the time schedule for completing the Real Estate Project and for handing over the said Premises to the Allottee/s on the Completion Date (save and except for the reasons as stated in Clause 6(i)), then the Allottee/s shall be entitled to either of the following:
- (a) Call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("Interest Notice"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% (two percent) thereon or as may be applicable for every month of delay from the Completion Date ("the Interest Rate"), on the

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The Consideration paid by the Allottee/s. The interest shall be paid by the Promoter to the Allottee/s till the date of offering to hand over of the possession of the said Premises by Promoter to the Allottee/s; OR

- (b) The Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by Promoter ("Allottee/s Termination Notice"). On the receipt of the Allottee/s Termination Notice by Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Termination Notice by the Promoter subject to Allottee/s executing and registering the Cancellation Deed for cancellation of this Agreement, the Promoter shall refund to the Allottee/s the amounts already received by the Promoter under this Agreement with simple interest thereon at the Interest Rate as provided under RERA to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter (as stated in this Clause), the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises or part under this Agreement and the Promoter shall be entitled to deal with and/or dispose off the said Premises in the manner it deems fit and proper.
- (iii) In case if the Allottee/s elects his/her/its/their remedy under Clause 6(ii)(a) above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under Clause 6(ii)(b) above.
- (iv) If the Allottee/s fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee/s shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest and applicable taxes thereon at the Interest Rate. It is clarified that if Allottee/s desires to pay the due amount by cheque/Pay Order/Demand Draft, then he/she/they shall ensure that same is delivered to Promoter's project office at "The Mill - The Experience Centre" (Raymond Realty Division), JK Gram, Pokhran Road No.1, Thane 400 606 at least three days prior to the due date to avoid any delay payment charges.
- (v) Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Clause 6(iv) above, and any other rights and remedies available to the Promoter, the Allottee/s committing defaults in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including but not limited to his/her/its/their proportionate share of taxes levied by concerned local authority and other outgoings), shall constitute an event of default of the Allottee/s ("Event of Default").
- (vi) Upon occurrence of Default in three (3) installments, the Promoter shall be entitled to at their own option and discretion, terminate this

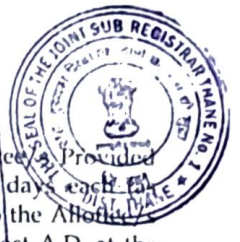
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Agreement, without any reference or recourse to the Allottee/s. Provided that, the Promoter shall give 3 notice of 15 (fifteen) days each by Reminder I, Reminder II and Reminder III in writing to the Allottee/s ("Default Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s; of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate this Agreement.

- (vii) If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s ("Promoter Termination Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s. On the receipt of the Promoter Termination Notice by the Allottee/s, this Agreement shall stand terminated and cancelled.
- (viii) On the termination and cancellation of this Agreement in the manner as stated in Clause 6(vii) above:
- (a) The Promoter will be entitled to forfeit the following amounts ("Forfeiture Amount") as cancellation charges which the Allottee/s agree, confirm and acknowledge, constitute a reasonable genuine and agreed pre-estimate of damages that will be caused to the Promoter, and that the same shall be in the nature of liquidated damages and not penalty:
- i. An amount equivalent to 10% of the Sale Consideration/Agreement Value together with applicable taxes thereon, paid and accrued interest thereon;
 - ii. In case of any brokerage being paid with respect to the booking or allotment of the said Premises, an amount equivalent to the brokerage paid with applicable taxes to the channel partner shall also be deducted.
 - iii. The amount which will be payable and to be incurred towards execution and registration of the Cancellation Deed for cancellation the Agreement For Sale.
 - iv. The deduction mentioned in above sub-clause (ii) and (iii) are over and above the forfeiture mentioned in sub-clause (i).
- (b) The Promoter will refund the balance, if any, without interest only after deducting and/or adjusting from the balance amounts, GST and/or any other amount due and payable by the Allottee/s. Further the balance amount will be refunded only after the Allottee/s execute and register the Deed of Cancellation, for cancellation of the Agreement and Promoter subsequently allotting the said Premises to new buyer and receipt of Sale Price thereon. Further in the event of such termination, the Promoter will refund the GST element to the Allottee/s subject to Promoter's entitlement under GST law to get refund of such GST element from the concerned authorities based on the GST law prevailing at the

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time of generation of the refund note.

It is further clarified, if the Allottee/s is not coming forward for execution and registration of the Cancellation Deed within 45 days of such notice of termination, then it will be presumed as deemed execution and registration of Cancellation Deed. Further in the event of such deemed cancellation, after getting new buyer, the Promoter shall refund the amount as stated above and thereafter the Allottee/s will not have any rights, title, claim and/or interest over the such cancelled Premises and/or against the Promoter and the Promoter shall have all rights to deal with/sale/create third party right over the cancelled Premises.

- (d) The Allottee/s shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever either against the Promoter or in respect of the said Premises and/or any part thereof or the common areas and facilities and limited common areas and every part thereof and the Promoter shall be entitled to deal with and dispose of same to any other person/s as the Promoter deem fit in its sole and absolute discretion without any further act or consent from the Allottee/s and/or any notice or reference to the Allottee/s.

7. Procedure for taking possession:

- (i) Upon obtainment of the Occupation Certificate from the TMC or other competent authority and upon payment by the Allottee/s 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/s in writing ("**Possession Notice**"). The Allottee/s agrees to pay the balance consideration, applicable taxes and other charges as detailed in Annexure J and K (defined hereinbelow) along with the accrued interest / and / or any other payable amount and the maintenance charges as determined by the Promoter or the Society, as the case may be within the due date as mentioned in Possession Notice.
- (ii) The Allottee/s shall take possession of the said Premises within 15 (fifteen) days thereof or such date as mentioned in the Possession Notice, subject to payment of all the dues as mentioned in the Possession Notice.
- (iii) Further as stated above upon receiving the Possession Notice from the Promoter as per Clause 7(i) above, and after clearing all the dues, the Allottee/s shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter. Irrespective of whether the Allottee/s takes or fails to take possession of the Premises within the time provided in above clause, such Allottee/s shall continue to be liable to pay advance maintenance charges and all other charges with respect to the Premises, as applicable and which shall fall due for payment from the date the actual possession of the said Premises is taken by the Allottee/s or within such date as mentioned in the Possession Notice, whichever is earlier. In addition to above, if the Allottee/s fails

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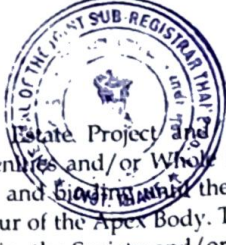
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Real Estate Project and or the Whole Project, Real Estate Project Amenities and/or Whole Project Amenities and such decision shall be final and binding when the Transfer of the Whole Project is executed in favour of the Apex Body. Thereafter, subject to the provisions of Clauses herein, the Society and/or the Apex Body, as the case may be, shall be entitled to undertake the maintenance of all Real Estate Project and/ or the Whole Project, Real Estate Project Amenities and/or Whole Project Amenities or any part thereof in the manner it was handed over, save and except normal wear and tear thereof. The Society and/or the Apex Body, as the case may be, shall create and maintain a Sinking Fund for the purpose of maintenance of the said building / all the buildings. If the Society and / or the Apex Body, as the case may be, commit default, the Promoter shall have a right to rectify the default and recover the expenses from the Society and / or the Apex Body, as the case may be. The Promoter may also formulate the rules, regulations and bye-laws for the maintenance and upkeep of Real Estate Project and/ or the Whole Project, Real Estate Project Amenities and/or Whole Project Amenities and the Allottee/s hereby agree and undertake to abide and follow and not to deviate from any of the provisions of such rules, regulations and bye-laws including bye-laws and or procedure formulated for creation of Sinking Fund.

- (ii) The Promoter shall have the right to designate any space on the Whole Project and/or the Real Estate Project or any part thereof to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the said Building and/or Real Estate Project and/ or the Whole Project, Real Estate Project Amenities and/or Whole Project Amenities. The Promoter shall also be entitled to designate any space on the terrace/basement/common podium of any buildings thereon to utility provider such as Telecom, FTTH, Cable TV rooms and facilities, either on leave and licence or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the Whole Project and/or the said Building.
- (iii) Notwithstanding any other provision of this Agreement, the Promoter have right to and shall be entitled to nominate any person ("Facility Manager") to manage the operation and maintenance of the Real Estate Project and/ or the Whole Project, Real Estate Project Amenities and/or Whole Project Amenities after/during the development of the Whole Project and/or Larger Land. The Promoter has the authority and discretion to negotiate with such Facility Manager and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the Facility Manager shall be borne and paid by the residents/allottees / occupiers of the premises of the buildings to be constructed on the Whole Project in the manner as may be determined by the Facility Manager and/or the Promoter, as part of the development and common infrastructure charges referred to herein in accordance with the term of this Agreement. Such charges may vary from time to time and the Allottee/s agrees that he/she/it/they shall not raise any dispute regarding the appointment of any such Facility Manager by the Promoter or towards the maintenance charges determined by such agency and / or

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the Promoter It is agreed and acknowledged by the Allottee/s of the units / premises of the said building, that the Allottee/s of the units / premises of the said building, shall be bound by the terms and conditions of the said building plan.

- (iv) The Allottee/s agree to abide by and all the terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or Facility Manager, including but not limited to payment of the Allottee/s share of the service charges that may become payable with respect to the operation and maintenance of the Real Estate Project and/ or the Whole Project, Real Estate Project Amenities and/ or Whole Project Amenities and/ or the Larger Land

11. Formation of the Society and Other Societies

- (i) Within three months from the date on which 51% (fifty-one percent) of the total number of units/premises in the Real Estate Project being booked by allottees, the Promoter shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee/s and other allottees of units / premises in the Real Estate Project under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.
- (ii) The Allottee/s shall, along with other allottees of premises/units in the Real Estate Project, join in forming and registering a co-operative housing society 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 Real Estate Project in which the allottees of the premises / units in the Real Estate Project alone shall be joined as members ("the Society").
- (iii) For this purpose, the Allottee/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and Promoter within 7 (seven) days of such request made by the Promoter. No objection shall be taken by the Allottee/s 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.
- (iv) The name of the Society shall be solely decided by the Promoter.
- (v) The Society shall admit all purchasers of flats and premises in the Real Estate Project as members, in accordance with its bye-laws.
- (vi) The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Real Estate Project if any.
- (vii) Post execution of the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in

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Post execution of the Society Conveyance, the Promoter shall continue to be entitled to such unsold premises 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 for the sale/allotment or transfer of the unsold premises in the Real Estate Project or in the Whole Project, save and except the municipal taxes at actuals (levied on the unsold premises) and a sum of Rs.1,000/- (Rupees One Thousand only) per month in respect of each unsold premises towards the outgoings. This is to clarify that at the time of handover of the society, the Promoter shall earmark certain parking spaces for allotment to the future allottees of such unsold premises and the allottee / hereby agrees not to raise any objection on the same.

- (ix) Upon 51% (fifty one percent) of the allottees of premises/units in the other phases of real estate projects/Whole Project to be developed having booked their respective premises/units, the Promoter shall submit application/s to the competent authorities to form a co-operative housing society to comprise solely of the allottees of units/premises in those particular phases of the real estate project, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("Other Societies"). The Promoter shall similarly undertake the necessary steps for formation of the Other Societies in which the allottees of the premises/units comprised in the other phases of real estate projects to be developed as part of the Whole Project shall become members, in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder and the RERA and RERA Rules.
- (x) 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, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates and Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, instruments, papers and writings shall be borne and paid by the respective Society/Other Societies and their respective members/intended members including the Allottee/s, as the case may be, and the Promoter shall not be liable toward the same in any manner whatsoever.
- (xi) The Promoter shall decide whether to form Separate Society for each wing for one society for the Whole Project, the decision of Promoter shall be binding on the Allottees.

12. **Transfer to the Society and Other Societies:**

- (i) Within 3 (three) months from the date of issuance of the Full Occupation Certificate, only the building (and not land) constructed (save and except

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recreational activity room and guest room in that building; the Project shall be conveyed and transferred to the Society vide a registered indenture ("Society Transfer"). The Society shall be required to join in execution and registration of the Society Transfer. The costs, expenses, charges, levies and taxes on the Society Transfer and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, including any common areas facilities and amenities in the Real Estate Project Amenities and the Promoter shall not be responsible for the same, subject to the terms of this Agreement.

- (ii) The Promoter shall execute and register similar conveyances of buildings only (and not land) to the Other Societies with respect to their respective phases of real estate project or portions thereof i.e. Whole Project. It is clarified that the conveyance of the building shall not include activity room and guest room in that building.
- (iii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the Society Transfer and the respective transfers to Other Societies, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates and Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society/Other Societies and their respective members/intended members including the Allottee/s; as the case may be, and the Promoter shall not be liable toward the same.

13. Formation of the Apex Body:

- (i) Within a period of 3 (three) months from obtaining the Occupation Certificate of the last phase of the real estate project in the layout of the Whole Project, the Promoter shall submit application/s to the competent authorities to form a federation of societies comprising the Society and Other Societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("Apex Body").
- (ii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, (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 Apex Body and its members/intended members, and the Promoter shall not be liable toward the same.

14. Title of the Whole Project Land to the Apex Body:

- (i) Immediately upon registration of the Apex Body, the Promoter and the Apex Body shall execute and register an Indenture whereby Promoter

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shall transfer all its right, title and interest in the Whole Project Land in favour of the Apex Body ("Apex Body Transfer").

- (ii) The Apex Body shall be required to join in execution and registration of the Apex Body Transfer.
- (iii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving the Apex Body Transfer document and all such documents, as may be required in this regard, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable toward the same.
15. The Allottee/s shall, before delivery of possession of the said Premises, deposit and pay the other charges as detailed in **Annexure K** annexed herein. The Allottee/s has/have been informed that Sale Consideration is exclusive of the stamp duty, registration charges, applicable GST and/or any other taxes. The Allottee/s has/have been further informed that apart from Sale Consideration/Agreement Value and aforesaid charges, at the time of possession, the allottee/s will be required to pay such other charges as detailed in the Cost Sheet/Price Sheet annexed hereto as **Annexure K** which includes other charges *inter-alia* share money, Society Formation charges/Deed of Conveyance charges, legal Charges, water connection charge including deposit as applicable, Electricity connection charges including deposit as applicable, Pipe Gas connection charges, 24 months advance maintenance charges (inclusive of applicable taxes), 12 months interest free Security Maintenance deposit (only FCAM, without any tax), if unused, then this security deposit to be refunded to the concerned society at the time of handover of the management/affairs of the Whole Project to the Apex Body and interest free fit out deposit (if applicable) as may be determined at the time of possession. In addition to charges as detailed in cost/sheet, at the time of Possession the Allottee/s may have to pay Land Under Construction (LUC) Tax and/or any other statutory charges which may become payable at the relevant time. This is further to clarify that amount mentioned against each heads of the **Annexure K** have been arrived at considering the current rate, which amount may vary and/or change at the time of actual payment.

The other charges as detailed in **Annexure K** are not refundable, save and except what is specifically mentioned and in the manner therein and no accounts and/or statement will be required to be given by the Promoter to the Allottee/s in respect of the above amounts deposited by the Allottee/s with the Promoter save and except amounts collected towards share money, entrance fees towards membership of the Society and Apex Body, proportionate share of taxes and other charges, levies in respect of the Society and Apex Body.

16. The Promoter has informed the Allottee/s that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Whole Project Land. The Promoter has further informed the Allottee/s that

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all the expenses and charges of the ~~project~~ amenities and conveniences (including the cost of water supply, electricity, telephone, etc.) shall be common and the Allottee/s along with other purchasers of the flats/units/premises in the Real Estate Project, Whole Project, and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats/units/premises of the Real Estate Project, Whole Project including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoter and the Allottee/s agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the purchasers of flats/units/premises in the Real Estate Project and/or the Whole Project shall object to the Promoter laying through or under or over the Larger Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, other connections, etc., belonging to or meant for any of the other real estate projects / wings / buildings / phases which are to be developed and constructed on any portion of the Whole Project Land.

17. **Representations and Warranties of the Promoter:**

- (i) The Promoter hereby represents and warrants to the Allottee/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexures, subject to what is stated in the said Title Certificate and subject to the RERA Certificate:
- (a) The Promoter has a clear and marketable title to the Whole Project Land and the Larger Land, and has the requisite rights to carry out the development on the Whole Project Land and also has actual, physical and legal possession of the Whole Project Land and for the implementation of the Real Estate Project and future and further development on the remaining portion of the Larger Land.
 - (b) The Promoter have lawful rights and the requisite approvals from the competent authorities to carry out the development and shall obtain the requisite approvals from time to time to complete the development of the Whole Project;
 - (c) There are no encumbrances, except those disclosed to the Allottee/s;
 - (d) There are no litigations pending before any Court of Law, except those disclosed to the Allottee/s;
 - (e) All the approvals, licenses and permits issued by the competent authorities are valid and subsisting and have been obtained by following the due process of law. Further, all the approvals, licenses and permits to be issued by the competent authorities shall be obtained by following the due process of law and the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and the Whole Project;
 - (f) The Promoter have the right to enter into this Agreement and has

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not committed or omitted to perform any act or thing, whereby the rights and interest of the Allottee/s created herein may prejudicially be affected;

- (g) The Promoter have not entered into any agreement for sale and/or development agreement and/or any other agreement / arrangement with any person or party with respect to the said Premises which will, in any manner, adversely affect the rights of the Allottee/s under this Agreement;
- (h) The Promoter confirm that the Promoter are not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;
- (i) The Promoter have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project and Whole Project to the competent authorities till the Society Transfer, as contemplated, and thereupon the same shall be proportionately borne by the Society; and
- (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) has been received or served upon the Promoter in respect of the said Whole Project / the Larger Land and/or the Real Estate Project except those disclosed to the Allottee/s.
18. The Allottee/s, with the intention to bring all the persons into whosoever's hands the said Premises and/or his/her/its/their rights, entitlements and obligations under this Agreement may come, hereby agree/s and covenant/s with the Promoter as follows:
- (i) To maintain the said Premises at the Allottee/s' own cost in good and tenantable repair and condition from the date the possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project / Whole Project which may be against the rules, regulations or bye-laws or change / alter or make any additions in or to the said Building in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and Promoter.
- (ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction or structure of the said Building in which the said 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 are likely to damage the staircases, common passages or any other structure of the said Building in which the said Premises is situated, including entrances of the said Building in which the said Premises is situated and in case any damage is caused to the said

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Building in which the said Premises is situated or the said Premises on account of the negligence or default of the Allottee/s in this regard the Allottee/s shall be liable for the consequences of the breach.



- (iii) 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/s and shall not do or suffer to be done anything in or to the said Building 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/s committing any act in contravention of the above provisions, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (iv) 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 said Building 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 said Building in which the said Premises is situated and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society.
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Whole Project (if applicable) and/or Real Estate Project / the said Building in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Pay to the Promoter, within 15 (fifteen) days of demand by the Promoter, his/her/its/their share of the security deposit demanded by the concerned local authority or Government or authority / body giving water, electricity or any other service connection to the said Building/Real Estate Project /Whole Project in which the said Premises is situated.
- (vii) Bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by any concerned local authority and/or government and/or other public authority on account of change of user of the premises by the Allottees for any purposes other than for purpose for which it is sold.
- (viii) Not to change the user of the said Premises without the prior written permission of the Promoter, the Society and the concerned local authority.
- (ix) The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with the interest or benefit factor of this

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brick / block wall / dry wall with gypsum / putty / cement plaster. The Allottee/s hereby agree/s that the Promoter may, if required for structural reasons, convert any brick / block wall / dry wall in the said Premises into a load bearing RCC wall or vice versa and the Allottee/s hereby further agree/s and irrevocably consent/s not to dispute or object to the same. The Allottee/s, along with any and all allottees of the units / premises of the said Building of Real Estate Project, are strictly prohibited to make any structural changes internally in the concrete structure, i.e., walls, columns, beams and slabs, which may result in temporary and/or permanent changes and defects in the monolithic structure and may also have severe damaging consequences on the stability of the Real Estate Project. The said Premises shall contain the amenities, fittings and fixtures within it as set out separately in the Annexure H. The Promoter shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and/or amenities in the said Premises or in the said Building of Real Estate Project.

- (xvii) The Allottee/s agree/s and covenant/s that the Allottee/s and/or any other person shall not load in the said Premises, either by way of fit-out or construction or in any other manner whatsoever, anything more than what is prescribed in the Fit-Out Guidelines as described hereinbelow. The Allottee/s shall be responsible to apply for and obtain the permission of the concerned statutory authorities for such refurbishment / fit-out at his/her/its/their costs and expenses. The Allottee/s confirm/s that no structural changes and/or structural alterations of any nature whatsoever shall be made by the Allottee/s.
- (xviii) Not to affix any fixtures or grills on the exterior of the buildings for the purposes of drying clothes or for any other purpose and undertake/s not to have any laundry drying outside the said Premises and the Allottee/s shall not decorate or alter the exterior of the said Premises either by painting and/or otherwise. The Allottee/s shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Allottee/s from Promoter and the Allottee/s undertake/s not to fix any grill having a design other than the standard design approved by the Promoter. If found that the Allottee/s has / have affixed fixtures or grills on the exterior of the said Premises for drying clothes or for any other purpose or that the Allottee/s has / have affixed a grill having a design other than the standard approved design, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his/her/its/their obligations as mentioned herein.
- (xix) Not to affix air conditioner/s at any other place other than those earmarked for fixing such air conditioner/s in the said Premises so as not to affect the structure, façade and/or elevation of the Real Estate Project in any manner whatsoever. The Allottee/s shall not install a window air-conditioner within or outside the said Premises. If found that the Allottee/s has / have affixed a window air conditioner or an outdoor condensing unit which projects outside the said Premises, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his/her/its/their obligations as mentioned herein.
- (xx) To keep the sewers, drains and pipes in the said Premises and

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apartments, in good tenable repair and condition and in particular support, shelter and protect the other parts of the said Building and the Allottee/s shall not chisel or in any other manner damage the columns, beams, walls, slabs, RCC or pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or of the Society and the Apex Body.

- (xxi) Not to make any alteration in the elevation and outside colour scheme of the paint and glass of the said Building and not to cover / enclose the planters and service slabs or any of the projections from the said Premises, within the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises, nor do / cause to be done any hammering for whatsoever use on the external / dead walls of the said Building or do any act to affect the FSI potential of the Real Estate Project, Whole Project .
- (xxii) Not to do or permit to be done any renovation / repair within the said Premises without the prior written permission of the Promoter. In the event of the Allottee/s carrying out any renovation / repair within the said Premises, without the prior written permission and/or in contravention of the terms of such prior written permission, as the case may be, then in such event the Promoter shall not be responsible for the rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the said Building or any part thereof on account of such renovation / repair.
- (xxiii) Not to enclose the passages, if any, forming part of the said Premises without the previous written permission of the Promoter and/or the said Society and/or the Apex Body, as the case may be, and of the TMC and other concerned authorities.
- (xxiv) Not to shift or alter the position of the kitchen or the piped gas system or the toilets which would affect the drainage system of the said Premises / said Building in any manner whatsoever.
- (xxv) 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 Building and shall segregate their every day dry and wet garbage separately to facilitate the recycling/treatment/disposal of the same by the Society.
- (xxvi) To abide by, observe and perform all the rules and regulations which the Society and/or the Apex Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the Real Estate Project / Whole Project, and the said Premises/said Building therein and for the observance and performance of the building rules and regulations for the time being in force of the concerned local authority and of the Government and other public bodies and authorities. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Society and/or the Apex Body regarding the occupation and use of the said Premises in the Real Estate Project and the Allottee/s shall pay

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and contribute regularly and punctually towards the maintenance and
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- (xxvii) Not to violate and to abide by all the rules and regulations framed by the Promoter / their designated Facility Manager and/or by the said Society and/or the Apex Body, as the case may be, for the purpose of maintenance and up-keep of the Real Estate Project / Whole Project and/or any part thereof and in connection with any interior / civil works that the Allottee/s may carry out in the said Premises (the "Fit-Out Guidelines").
- (xxviii) The Allottee/s shall never, in any manner, enclose any flower beds / planters / ledges / pocket terrace/s / deck areas / ornamental projects / dry yards / service yards and other areas. These areas should be kept open and should not be partly or wholly enclosed, including installing any temporary or part shed or enclosure, and the Allottee/s shall not include the same in the said Premises or any part thereof and keep the same unenclosed at all times. The Promoter shall have the right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee/s and also to recover the costs incurred for such demolition and reinstatement of the said Premises to its original state.
- (xxix) Shall not do, either by himself/herself/itself/themselves or any person claiming through the Allottee/s, anything which may be or is likely to endanger or damage the said Building and/or Real Estate Project and/or Whole Project and/or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities therein. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate or any other facility provided in the said Building and/or Real Estate Project and/or Whole Project and/or part thereof.
- (xxx) Shall not display at any place in the Real Estate Project and/or the Whole Project and/or any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the Real Estate Project and/or the common areas therein or in any other place or on the window, doors and corridors of the Whole Project.
- (xxxi) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the Real Estate Project or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever, save and except the name of the Allottee/s in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by Promoter.
- (xxxii) Shall not park at any other place and shall park all vehicles only at the place allotted by the Promoter in the parking wing as may be permissible

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(xxxiii) To make suitable arrangements for the removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Premises.

(xxxiv) The Allottee/s shall permit the Promoter and their surveyors, agents and assigns, with or without workmen and others, at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Next Mile Raymond Realty Project. The Allottee/s is/are aware that the main water / drainage pipes of the said Building may pass through certain areas within the said Premises. The Allottee/s agree/s that he/she/it/they shall not undertake any civil works / fit out works in such areas within the said Premises and/or permanently cover / conceal such areas within the said Premises, nor shall they, in any manner, restrict the access to the water / drainage pipes and/or damage the water / drainage pipes, in any manner howsoever. The Promoter / the Facility Manager and/or their respective workmen, staff, employees, representatives and agents shall, at all times, be entitled to access such areas within the said Premises for the purpose of the maintenance, repair and upkeep of the water pipes and the Allottee/s hereby give/s his/her/its/their express consent for the same. It is clarified that if Allottee/s intends to carry out any fit out activity he/she will be liable to pay such interest free refundable security deposit as may be decided by Promotor at the relevant time. If any damage is caused and/or done by the allottee/s while carrying out such fit-outs then such amount to the extent of the damaged caused will be forfeited and balance will be refunded to the Allottee/s. It is further clarified if amount to rectify the damage caused by the allottee/s exceeds the amount deposited by the allottee/s, then such excess amounts shall be recovered from the allottee/s. In case the allottee/s fails to pay the aforesaid excess amount, the same shall be adjusted from any other advances paid by the allottee/s.

(xxxv) The Allottee/s is/are aware and acknowledge/s that the Promoter are entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the units / premises, garages or other premises as herein stated comprised in the Real Estate Project and Whole Project and the Larger Land and the Allottee/s undertake/s that he/she/it/they shall not be entitled to raise any objection with respect to the same.

(xxxvi) The Allottee/s is/are aware that the Promoter or its agents or contractors etc., shall carry on the work / balance of the other Buildings with the Allottee/s occupying the said Premises. The Allottee/s shall not object to, protest or obstruct the execution of such work, on account of pollution or nuisance or on any other account, even though the same may cause any nuisance or disturbance to him/her/it/them. The Promoter shall endeavour to minimise the cause of the nuisance or disturbance. This is one of the principal, material and fundamental terms of this Agreement.

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- (xxxvii) The Promoter shall have the exclusive right to control the signage and all other forms of signage whatsoever on the whole project.
- (xxxviii) The Promoter shall be entitled to construct site offices / sales offices on the Whole Project or any part thereof and shall have the right to access the same at any time, without any restriction whatsoever, irrespective of whether any building in the Real Estate Project or any portion thereof is transferred to the Society, until the entire development on the Whole Project Land is fully completed.

19. It is agreed that as and when the Promoter enters into agreements / arrangements with any person, or otherwise the Promoter are in a position to provide all the Utilities (as defined hereinafter) or any of them, then in that event the Allottee/s herein shall procure such Utilities only from the Promoter or any person as may be nominated by the Promoter in that behalf, as the case may be, and pay such amount as may be fixed by the Promoter or their nominee, to the Promoter or their nominee, as the case may be. This term is the essence of this Agreement. For the purposes of this Clause, "Utilities" refers to gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption as may be utilized by the Allottee/s on a day-to-day basis. It is further clarified that this Clause shall not be interpreted / construed to mean that the Promoter are obligated / liable to provide all or any of the Utilities, whether or not the Promoter have entered into agreements / arrangements with any person, or otherwise the Promoter are in a position to provide all the Utilities or any of them.
20. The Promoter and/or any professional agency appointed by them shall formulate the rules, regulations and bye-laws for the maintenance and upkeep of the Real Estate Project, Whole Project and the costs and expenses together with the applicable taxes thereon for the same shall be borne and paid by the Allottee/s as may be determined by the Promoter and/or such professional agency.
21. It is agreed that the Allottee/s shall be entitled to avail a loan from a Bank and to mortgage the said Premises by way of security for the repayment of the said loan to such Bank only with the prior written consent of the Promoter. The Promoter will grant its no objection, whereby the Promoter will express their no objection to the Allottee/s availing of such loan from the Bank and mortgaging the said Premises with such Bank ("said No Objection Letter"), provided however, that the Promoter shall not incur any liability / obligation for the repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings, including the interest and costs, and provided that the mortgage created in favour of such Bank in respect of the said Premises of the Allottee/s shall not in any manner jeopardise the Promoter' right to receive the full Sale Consideration and other charges and to develop the balance of the Larger Land and such mortgage in favour of such Bank shall be subject to the Promoter' first lien and charge on the said Premises in respect of the unpaid amounts payable by the Allottee/s to the Promoter under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoter will issue the said No Objection Letter addressed to the Bank and the Allottee/s undertaking to make the payment of

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the balance Sale Consideration of the said Premises directly to the Promoter as per the schedule of the payment of the Sale Consideration as set out hereinabove and such confirmation letter shall be mutually acceptable to the Parties hereto and to the said Bank.

22. The Allottee/s hereby represent/s and warrant/s to the Promoter that:

- (i) he/she/it/they is / are not prohibited from acquiring the said Premises under any applicable law or otherwise;
- (ii) he/she/it/they has / have not been declared and/or adjudged to be an insolvent, bankrupt, etc., and/or ordered to be wound up or dissolved, as the case may be;
- (iii) no receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee/s or all or any of his/her/its/their assets and/or properties;
- (iv) none of his/her/its/their assets / properties is/are attached and/or no notice of attachment has been received under any rule, law, regulation, statute, etc.;
- (v) no notice is received from the Government of India (either Central, State or Local) and/or from any other Government abroad for his/her/its/their involvement in any money laundering or any illegal activity and/or is / are declared to be a proclaimed offender and/or a warrant is issued against him/her/it/them;
- (vi) no execution or other similar process is issued and/or levied against him/her/it/them and/or against any of his/her/its/their assets and properties;
- (vii) he/she/it/they has / have not compounded payment with his/her/its/their creditors;
- (viii) he/she/it/they is / are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
- (ix) he/she/it/they is / are not an undesirable element and will not cause nuisance and/or cause hindrances in the completion of the Real Estate Project and/or Whole Project and/or the Larger Land and/or at any time thereafter and will not default in making the payment of the amounts mentioned in this Agreement; and
- (x) The Allottee/s is/are in a good financial position to pay the Sale Consideration and the Installments in the manner as stated in this Agreement, without any delay or default and shall, as and when called upon by the Promoter, provide such security as may be required by the Promoter towards the payment of the Sale Consideration and the Installments.
- (xi) The Allottee/s declare that he/she/they and/or his/her/their spouse

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and/or his/her/their dependent children have not provided and/or have not been allotted any other Premises in any part of Whole Project.

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(xii) The Allottee/s confirm/s that all the information and documents provided by her/him/them are correct and genuine. If it is observed that information and/or documents provided by the Allottee/s are false and/or incorrect and/or fake, then this will be considered as an "Event of Default" and in that event the Promoter shall be entitled to terminate the Agreement/Allotment and and on such termination, the process as mentioned in Clause 6(viii) shall follow.

23. It is abundantly made clear to the Allottee/s who is/are or may become a non-resident / foreign national of Indian Origin during the subsistence of this Agreement that, in respect of all remittances, acquisitions / transfer of the said Premises, it shall be his/her/its/their sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable laws from time to time. The Allottee/s understand/s and agree/s that in the event of any failure on his/her/its/their part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/it/they alone shall be liable for any action under the Foreign Exchange Management Act, 1999 or any other statutory modifications or re-enactments thereto. The Promoter accepts no responsibility in this regard and the Allottee/s agree/s to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

24. The Promoter shall maintain a separate account in respect of the sums received from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the outgoings and legal charges and shall utilize the amounts only for the purposes for which they have been received.

25. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Premises or the Real Estate Project or the Whole Project or the Larger Land and/or any buildings / towers as may be constructed thereon, or any part thereof. The Allottee/s shall have no claim save and 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 execution of the Society Transfer and the Apex Body Transfer, as the case may be.

26. **Mortgage or Creation of Charge:**

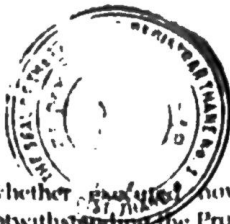
(i) Notwithstanding anything contrary to the clauses contained herein or in any other letter, no objection, permission, deeds, documents and writings

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(whether made now or in the future by the Promoter) and notwithstanding the Promoter giving any no objection / permission for mortgaging the said Premises or creating any charge or lien on the said Premises and notwithstanding the mortgages / charges / liens of or on the said Premises, the Promoter shall have the first and exclusive charge on the said Premises and all the right, title and interest of the Allottee/s under this Agreement for the recovery of any amount due and payable by the Allottee/s to the Promoter under this Agreement or otherwise.

- (ii) The Allottee/s agree/s, acknowledge/s, confirms and undertake/s that the Promoter are entitled to and have obtained / are in the process of obtaining loans from various banks and/or financial institutions and create such securities with respect to any and all of its right, title, benefits and interest in the Real Estate Project, Whole Project, or any part thereof, as may be solely decided by the Promoter, and the Allottee/s take/s notice that a no objection certificate may be required from such banks and financial institutions for the creation of any encumbrances on the said Premises. The Allottee/s agree/s and undertake/s to the same and further agree/s that the Allottee/s shall accord necessary no objection/consent to enable the Promoter to obtain such loans as may be required.
- (iii) After the Promoter execute this Agreement, they 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 in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has / have taken or agreed to take the said Premises.

27. Binding Effect:

- (i) Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s sign/s and deliver/s this Agreement with all the Schedules and Annexures thereto along with the payments due as stipulated herein, within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for the registration of this Agreement before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee/s fail/s to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar of Assurances for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, the application of the Allottee/s shall be treated as cancelled and all the sums deposited by the Allottee/s in connection therewith, including the booking amount, shall be forfeited.

28. Entire Agreement:

- (i) This Agreement, along with its Recitals, Schedules and Annexures, constitutes the entire Agreement among the Parties hereto with respect

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39. **Governing Law:**

- (i) 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 as applicable and the Courts of Law in Mumbai or Thane, Maharashtra will have exclusive jurisdiction with respect to all the matters pertaining to this Agreement.

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40. **Interpretation:**

- (i) In this Agreement where the context admits:
- (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 such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement 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 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 the neuter shall include each other;
- (d) any references to a "company" shall include a body corporate; the word "Business Day" would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881.
- (e) the Schedules form part and Annexures 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 thereto. Any references to clauses, sections and schedules are to the clauses, sections and schedules of this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the clauses, sections and schedules in which the reference appears;
- (f) 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;
- (g) the expression "the Clause" or "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;

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each of the representations and warranties provided in this Agreement is independent of the 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:

- (i) in the determination of any period of days for the occurrence of an event or the performance of any act or thing, it shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;
- (j) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (k) references to a person (or to a word importing a person) shall be construed so as to include:
 - i. an individual, firm, partnership, trust, joint venture, company, 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);
 - ii. that person's successors in title and permitted assigns or transferees in accordance with the terms of this Agreement; and
 - iii. references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;
- (l) where a wider construction is possible, the words "other" and "otherwise" shall not be construed *ejusdem generis* with any foregoing words.

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THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

All that pieces and parcels of lands collectively admeasuring 29850.94 square meters comprising of Survey Nos. 83/1, 83/3 and 121 lying, being and situate at Village Panchpakhadi, Taluka Thane, District Thane and within the Registration District of Thane and within the local limits of Municipal Corporation of Thane.-

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:

Portion of land admeasuring 12,377.87 sq.mtrs and bearing Survey Numbers 83/1(Part), 83/3 (Part) and 121 (Part) lying, being and situate at Village Panchpakhadi, Taluka Thane, District Thane and within the Registration District of Thane and within the local limits of Municipal Corporation of Thane

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THE THIRD SCHEDULE ABOVE REFERRED TO:

Sr.		Particulars									
1	Project Name	TEN X ERA Raymond Realty									
2	MAHARERA Registration No	P51700049520									
3	Real Estate Project/ Tower	Tower C									
4	Apartment	No. C1205 on 12 th Floor of type 3 BHK ELITE admeasuring about; <table border="1"><thead><tr><th></th><th>Square Meters</th><th>Square Feet</th></tr></thead><tbody><tr><td>RERA Carpet Area of Flat</td><td>79.43</td><td>855</td></tr><tr><td>Exclusive Balcony Area</td><td>3.58</td><td>39</td></tr></tbody></table>		Square Meters	Square Feet	RERA Carpet Area of Flat	79.43	855	Exclusive Balcony Area	3.58	39
	Square Meters	Square Feet									
RERA Carpet Area of Flat	79.43	855									
Exclusive Balcony Area	3.58	39									
5	Parking Space	2 Car Park									
6	Agreement Value	Rs.17713216/- (Rupees One Crore Seventy Seven Lakhs Thirteen Thousand Two Hundred Sixteen Only)									
7	Amount Paid by Allottee	Rs.876804/- (Rupees Eight Lakhs Seventy Six Thousand Eight Hundred Four Only)									
8	Balance Amount to be paid by Allottee	Rs.16836412/- (Rupees One Crore Sixty Eight Lakhs Thirty Six Thousand Four Hundred Twelve Only)									
9	Project Completion Date	30 th January 2029									
10	Communication Address of Allottee	A/604, Panchvati CHS, Vijay Baug, Opp. Roshan Petrol Pump, Murbad Road, Kalyan West, Thane - 421301, Maharashtra									
11	Email ID of Allottee	skpandeyvrcr@gmail.com									
12	Communication Address of Promoter	Raymond Limited, The Mill, Experience Centre (Raymond Realty Office), Jekegram, Pokhran Road No.1, Thane-400 606.									
13	Email ID of Promoter	Era.c@raymond.in									

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IN WITNESS WHEREOF the Parties hereinabove named have set their respective hands and signed this Agreement for Sale at Thane in the presence of attesting witness, signing as such on the day first hereinabove written.

SIGNED AND DELIVERED)
by the within named Promoter)
RAYMOND LIMITED)
by the hand of its Authorised Signatory)



MS. BHAVIKA NIMBALKAR)
in the presence of...)

1.

2.

Photograph/ Thumb Impression

SIGNED AND DELIVERED)
by the within named Allottee)

MR. SANTOSH KESHARIPRASAD PANDEY)

in the presence of)



1.

2.


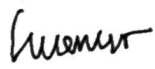
(MR. SANTOSH KESHARIPRASAD PANDEY)

Photograph / Thumb Impression

SIGNED AND DELIVERED)
by the within named Allottee)

MRS. UMADEVI SANTOSH PANDEY)

in the presence of)

1. 
2. 




(MRS. UMADEVI SANTOSH PANDEY)

Photograph / Thumb Impression

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RECEIPT	
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Received of and from the Allottee/s abovenamed the sum of Rs.876804/- (Rupees Eight Lakhs Seventy Six Thousand Eight Hundred Four Only) on the execution of this Agreement For Sale towards Part Sale Consideration.

WE SAY RECEIVED

Bhandari

Promoter / Authorised Signatory

Bhandari

Vandey

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S. No.	Annexure	Details of the Document
1	Annexure "A"	Copy of the Plan Depicting the Larger Land
2	Annexure B and B1	Commencement Certificate dated 21st February, 2023, and Certificate dated 18th September, 2023
3	Annexure C	Plan Demarcating Whole Project Land
4	Annexure D	List of Approvals
5	Annexure E	Title certificate
6	Annexure F	7/12 Extracts
7	Annexure G	RERA Certificate
8	Annexure H, H-1 and H-2	Details of the common areas and amenities in the buildings of the Real Estate Project, common areas and amenities of the Whole Project and specifications of internal fittings, fixtures and amenities in the Premises respectively.
10	Annexure I	Copy of Floor Plan
11	Annexure J	Payment Schedule
12	Annexure K	Other Charges

(2)

Pandey Pandey

Raymond LIMITED

SECRETARIAL DEPARTMENT

Jenagram, Powdran Road No. 1, Thane (W) 400 606
Maharashtra, India
CIN No.: L17117MH1925PLC001206
Tel. (91-22) 4036 7000 / 6152 7000
Fax (91-22) 2541 2805
www.raymond.in

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CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF RAYMOND LIMITED AT THEIR MEETING HELD ON APRIL 27, 2023 AT JK HOUSE, 59A, BHULABHAI DESAI ROAD, MUMBAI - 400 026 AT 2:30 P.M.

AUTHORITY FOR EXECUTION AND REGISTRATION OF DOCUMENTS - REALTY PROJECTS

"RESOLVED THAT in supersession of all the Resolutions passed earlier in this regard, any one of the following persons of the Company be and is hereby severally authorized for signing and executing the Agreement for Sale (AFS)/ Sale Deeds/ Rectification Deeds/ Supplementary Deeds/ Declarations/ Undertakings/ Cancellation Deeds/ Power of Attorney and such other related documents (herein after referred to as "Documents") to be entered into/executed for units sold as per the policy of the Company to the prospective buyers in any of the Realty Projects of the Company being constructed and developed on the land situated at Village - Panchpakhadi, Taluka - Thane, District - Thane and within local limits of Municipal Corporation of Thane;

- (1) Harsha Naik (Head CRM)
 - (2) Rajni Dubey (Senior Associate CRM)
 - (3) Swapnil Gaikwad (Senior Associate CRM)
 - (4) Poonam Narvekar (Senior Associate CRM)
 - (5) Rahul Singh (Associate CRM)
 - (6) Mayur Parte (Associate CRM)
 - (7) Shyam Renkuntla (Senior Associate CRM)
 - (8) Sahil Vani (Senior Associate CRM)
 - (9) Bhavika Nimbalkar (Associate CRM)
 - (10) Pranali Sakpal (Associate CRM)
 - (11) Karan Pradhan (Associate CRM)
 - (12) Tushar Tambe (Associate CRM)
 - (13) Kiran Davda (Senior Associate CRM)
 - (14) Pratik Gada (Associate CRM)
 - (15) Priti Gawali (Associate CRM)
 - (16) Pooja Olachery (Senior Associate CRM)
 - (17) Andrea Gomes (Associate CRM)
- ("Authorised Signatories")

RESOLVED FURTHER THAT any one of the aforesaid Authorized Signatories be and is hereby severally authorized to present the aforesaid Documents before the concerned Registrar of Assurance, Thane (herein after referred to as "Registrar") and/or any such other concerned authorities as may be required and admit the execution of the aforesaid Documents, get the same registered, after registration have them collected from the office of concerned authorities and do all deeds, acts, matters, things including but not limited to signing and issuing Application Form, Letter of Allotment, Receipts, Demand letters, Reminders, Notices, Offer for Possession, handing over Possession etc. for and on behalf of the Company may be required from time to time;



REGISTERED OFFICE

Plot No 156A, No. 2, Village Jaipuri,
Ratnagiri - 415 612, Maharashtra
Tel: (02352) 232514
Fax: (02352) 232518

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Raymond
LIMITED

REGISTRAR, COMPANIES
Jangam, Packer Road No. 1, Thane 400 005
Maharashtra, India
CIN No. 2727097
Tel: (91) 22 4000 1000 (0) 22 7000
Fax: (91) 22 2041 2000
www.raymond.co

RESOLVED FURTHER THAT any one of the aforesaid Authorized Signatories be and is hereby severally authorized to execute and register any documents in respect of acquiring any premises/property on lease and license basis for Realty Division and to perform all the activities in respect of formation and registration of Association of the allottees;

RESOLVED FURTHER THAT the authority delegated under this Resolution shall be valid and effective unless revoked or so long as the Authorized Signatory(ies) is/are in the services of the Company, whichever is earlier;

RESOLVED FURTHER THAT any one of the Directors of the Company or Key Managerial Personnel be and is hereby severally authorized to issue a certified true copy of the foregoing resolution to the concerned authorities and they be requested to act thereon.

// CERTIFIED TRUE COPY //
For RAYMOND LIMITED



RAKESH DARJI
DIRECTOR - SECRETARIAL &
COMPANY SECRETARY

THANE
APRIL 28, 2023

Handwritten signatures and initials: Vanda, G, Flourey

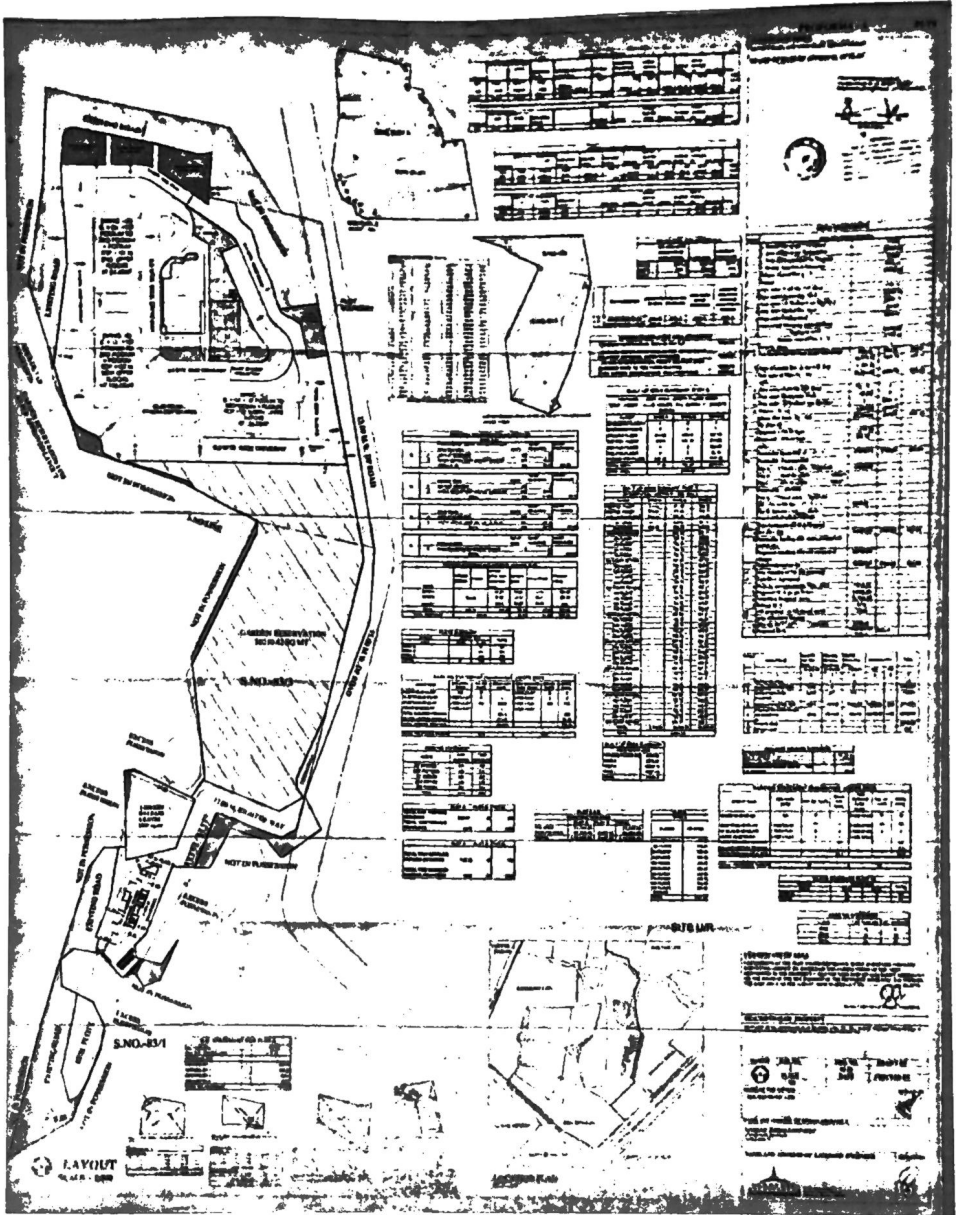


REGISTERED OFFICE
Plot No. 1, Road No. 2, Village Chikam
Baramati, 411 012 Maharashtra
Tel: 020-2501 4
Fax: 020-2501 3

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ANNEXURE A.F. ७६६८ २०२३

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ANNEXURE B

Certificate No. 5234



THANE MUNICIPAL CORPORATION, THANE

(Registration No. 3 & 24)
SANCTION OF DEVELOPMENT

Amended PERMISSION/ COMMENCEMENT CERTIFICATE

Plot A-Permission	Wing A - Basement + Ground + 1 st to 3 rd Podium + Podium Top + 1 st to 2 nd Floor
	Wing B - Basement + Ground + 1 st to 3 rd Podium + Podium Top + 1 st to 3 rd Floor
	Wing C - Basement + Ground + 1 st to 3 rd Podium + Podium Top + 1 st to 3 rd Floor
Plot A - C.C. -	Wing A - Basement + Ground + 1 st to 3 rd Podium + Podium Top + 1 st to 2 nd Floor
	Wing B - Basement + Ground + 1 st to 3 rd Podium + Podium Top + 1 st to 3 rd Floor
	Wing C - Basement + Ground + 1 st to 3 rd Podium + Podium Top + 1 st to 3 rd Floor

V. P. No. S04/MRS/21 TMC/TDD/4201/23 Date: 21/02/2023
 To, Shri / Smt. M/s. Spaceage Consultant (Architect)
B/106, Natraj Bldg., Nahur, Mulund (W)
 Shri M/s. Raymond Ltd. (Owners)


With reference to your application No. 8677 dated 06/02/2023 for development permission / grant of Commencement certificate under section 45 & 69 of the Maharashtra Regional and Town Planning Act, 1966 to carry out development work and or to erect building No. _____ in village Panchpakhadi Sector No. IV Situated at Road/Street 15 mt. D.P. Road S. No. / C.S.T. No. / F.P. No. 121, 83/1 & 83/3

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

- 1) The land vacated in consequence of the enforcement of the set back line shall form Part of the public street.
- 2) No new building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission has been granted.
- 3) The development permission / Commencement Certificate shall remain valid for a period of one year Commencing from the date of its issue.
- 4) This permission does not entitle you to develop the land which does not vest in you.
5. This permission is being issued as per the provisions of sanctioned Development Plan and UDCPR. If any other statutory permission as required to be obtained from any department of the State or Central Govt. Departments/undertakings under the provisions of any other laws / rules, it shall be binding on the owner / developer to be obtain such permission from the concerned authority. If any irregularity is found at later date, the permission shall stand cancelled.
6. Information Board to be displayed at site till Occupation Certificate.

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

Office No. _____
 Office Stamp _____
 Date _____
 Issued _____

Yours faithfully,

 Municipal Corporation of
 the city of, Thane

Handwritten signatures and initials at the bottom of the page.

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7. If in the development Permission reserved land/ amenity space/ road widening land is to be handed over to the authority in lieu of incentive FSI, if any then necessary registered transfer deed shall be executed in the name of authority before issue of commencement certificate & Separate compound wall with the gate shall be constructed by leveling the surface and separate 7/12 extract / PR Card for area shall be submitted within 6 month from C.C.
8. All the provision mentioned in UDCPR, as may be applicable, shall be binding on the owner/developer.
9. Provision for recycling of Gray water , where ever applicable shall be completed of the project before the completion of the building and documents to that if at shall be submitted along with the application form of occupancy.
10. Lift Certificate from PWD should be submitted before Occupation Certificate, if applicable
11. Certificate / letter for plantation of trees on the land, if required under the provision of tree act, shall be submitted before occupation certificate.
12. Authority will not supply water for construction.
13. 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 Certificate and completion certificate of the consultant & TMC dept. in this regard shall be submitted along with the application for occupancy certificate.
14. The owner / developer shall submit the completion certificate from the service consultant , the authority for completion of the septic tank or proper connection to the sewerage system of the authority or sewage treatment plant (where ever necessary)
15. CFO NOC Shall be submitted before occupation certificates.
16. The proposed building should be structurally designed by considering seismic forces as per I.S. Code No.1893 & 4326 & certificate of structural stability should be submitted at the stage Intimation of plinth & Occupation Certificate.
17. Rain water harvesting system should be installed before applying for occupation certificates.
18. Solar Water heating system should be installed before applying for occupation certificates.
19. Balance 2nd installment on Premium FSI charges & Ancillary FSI charges with interest shall be paid before applying for occupation certificates.

सावधान

"मंजूर नकाशानुसार बांधकाम न करणे तसेच पिकार निर्बंधन विधेमाबलीनुसार आवश्यक त्या परवानग्या न घेता बांधकाम बापर करणे, महाराष्ट्र प्रादेशिक व नगर रचना अधिनियमाचे कलम ५११ अनुसार दखलपात्र मुन्हा आहे. त्यासाठी जास्तीत जास्त १ वर्षे काल व र. ५०००/- इंड होऊ शकतो"

Yours Faithfully,

Executive Engineer
Town Development Department
Municipal Corporation of
the city of, Thane.



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ANNEXURE B1



Certificate No. 5413

THANE MUNICIPAL CORPORATION, THANE

Amended

(Registration No. 3 & 24)
SANCTION OF DEVELOPMENT PERMISSION, COMMENCEMENT CERTIFICATE Layout Approval

C.C. - Building B & C - 37th & 38th Floor

V. P. No. S04/0185/21 TMC / TDD / 4470/23 Date: 18/09/2023
To, Shri / Smt. M/s. Spaceage Consultants (Architect) (Licensed Engineer)
(Mr. Shashikant Jadhav) B/106, Natraj Bldg. Nahur, Mulund (W)
Shri M/s. Raymond Ltd (Owners)

With reference to your application No. 10855 dated 20/10/2022 for development permission / grant of Commencement certificate under section 45 & 69 of the the Maharashtra Regional and Town Planning Act, 1966 to carry out development work and or to erect building No. As above in village Paachpakhadi Sector No. iv Situated at Road / Street 15.0 mt. wide D.P. Road S. No. / C.S.T. No. / F. P. No. 121, 83/1, 83/3

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

- 1) The land vacated in consequence of the enforcement of the set back line shall form Part of the public street.
- 2) No new building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission has been granted.
- 3) The development permission / Commencement Certificate shall remain valid for a period of one year Commencing from the date of its issue.
- 4) This permission does not entitle you to develop the land which does not vest in you.
- ५) ठामपा/शिविवि/4301/23, दि.21.02.2023 रोजीच्या सुधारीत परवानगी /सी.सी. मधील संबंधित अटी वंधनकारक राहतील.
- ६) सदर प्रस्तावाचे अनुषंगाने मंजूरी नकाशानुसार सुधारीत TILR कडील नकाशे व स्वतंत्र 7/12 उतारे सदर मंजूरीपासून 2 महिन्यांत सादर करणे आवश्यक आहे.

सावधान

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

Office No. _____
Office Stamp _____
Date _____
Issued _____



Yours faithfully,

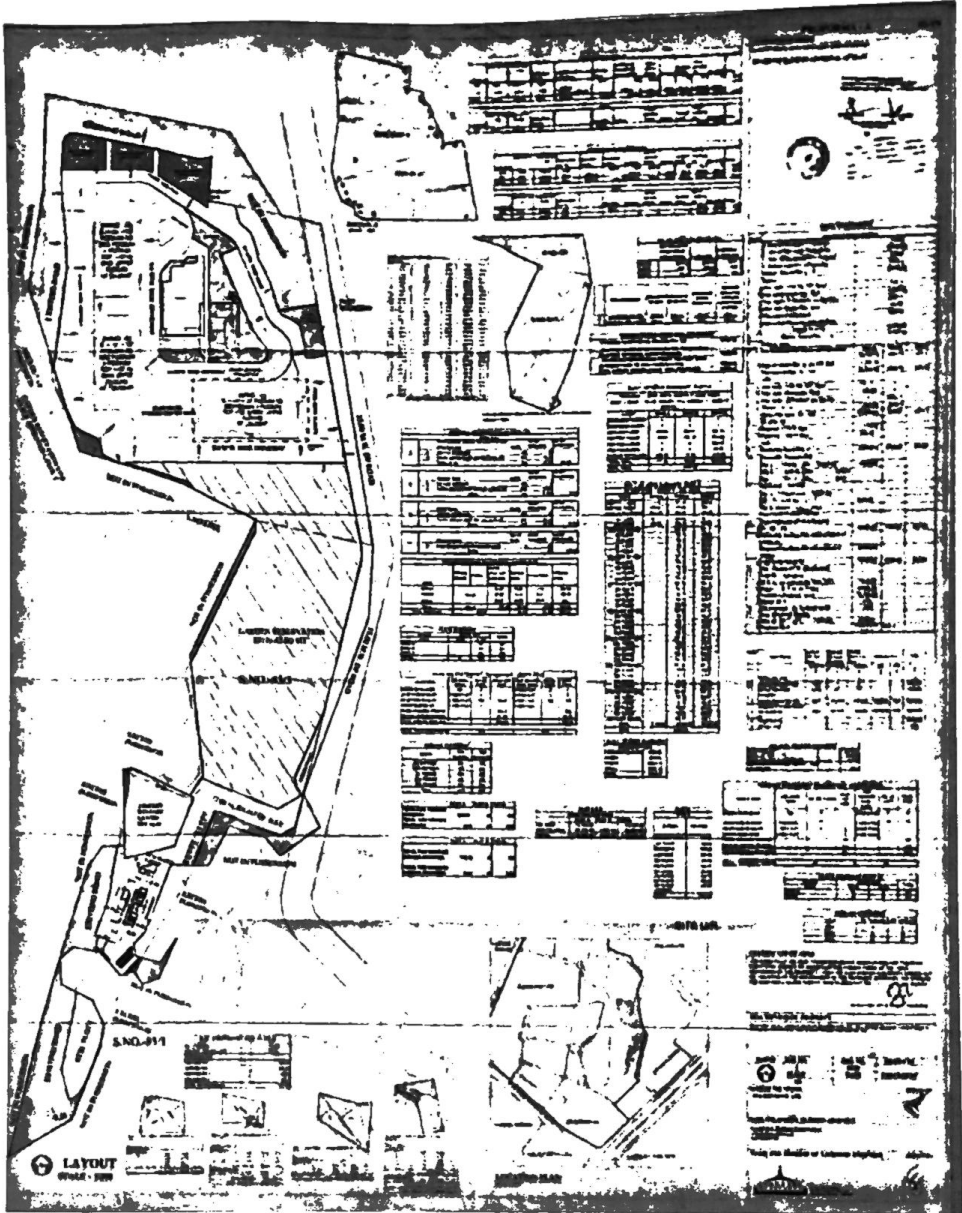
Executive Engineer,
Town Development Department,
Municipal Corporation of
the city of, Thane.

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ANNEXURE C VEEL 2023

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ANNEXURE D

LIST OF APPROVALS

Sr. No.	Particulars	Dated
1	ULC Clearance issued by District Collector and Competent Authority bearing no- ULC/TA/ATP/ Sec 20/SR 974/584/22	30.08.2022
2	Environment clearance issued by State Environment Impact Assessment Authority, Maharashtra)	23.02.2023
3	Commencement Certificate for Tower B&C	30.01.2023 21.02.2023

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ANNEXURE न न 9



WADIA GHANDY & CO.

ADVOCATES, SOLICITORS & NOTARY

N. M. Wadia Buildings, 123, Mahatma Gandhi Road, Mumbai - 400 001, India.

Tel: +91 22 2267 0669, +91 22 2271 5600 | Fax: +91 22 2267 6794

General e-mail: contact@wadiaghandy.com | Personal e-mail: firstname.lastname@wadiaghandy.com



SNJ/NL/10185/ 4033 of 2022

6th December, 2022

To,

MahaRERA
6th and 7th Floor, Housefin Bhavan,
Plot No. C- 21, E Block,
Bandra Kurla Complex,
Bandra (E), Mumbai 400051

LEGAL TITLE REPORT

Sub: All those pieces and parcels of land admeasuring 37,880 square meters bearing Survey Nos. 83/1, 83/3 and 121 situated at Village Panchpakhadi, Thane, Maharashtra ("said Land").

A. We, Wadia Ghandy & Co., Advocates and Solicitors, have investigated the title of the Land at the request of our client, Raymond Limited (formerly known as The Raymond Woollen Mills Limited), having its registered office at Plot No. 156/H, No. 2, Village Zadgaon, Ratnagiri - 415612, Maharashtra and office at J. K. Gram, Pokharan Road No. 1, Thane 400 612, Maharashtra.

B. The summary of the investigation of title undertaken by us is as follows:

1. **Description of the property:**

All those pieces and parcels of land admeasuring 37,880 square meters bearing Survey Nos. 83/1, 83/3 and 121 situated at Village Panchpakhadi, Thane, Maharashtra ("said Land").

2. **Documents of Allotment of Plot:**

Raymond Limited has acquired the said Land pursuant to the following documents:
(i) an Indenture dated 31st March, 1964 made and executed between Kusumbibai Khangar Hiraji, Jagrupchand Tarachand and Pukharaj Tilokchand therein referred to as the Vendors of the One Part and The Raymond Woollen Mills Limited, therein referred to as the Purchaser of the Other Part and duly registered with the office of the Sub-Registrar of Assurances at Thana under Serial No. THN/386 of 1964; (ii) an Indenture dated 23rd July, 1960 made and executed between Joseph Aloysius Dias, Verus Joseph Dias, Maureen Mary Dias, Josephine Pereira, Alice D' Abreo and Walter Miranda therein referred to as the Vendors of the One Part and The Raymond Woollen Mills Limited, therein referred to as the Purchasers of the Other Part and

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Wadia Ghandy & Co.

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WADIA GHANDY & CO.



duly registered with the office of the Sub-Registrar of Assurances at Thana under Serial No. 374 of 1960; (hereinafter collectively referred to as the "Title Documents") (as referred in detail in Annexure C hereto).

3. **7x12 Extract/Property Card:**

The 7/12 Extracts (being the revenue records maintained by the Office of the Collector) issued on 22nd and 23rd September, 2022 are duly mutated to record the name of the Raymond Ltd., as holder thereof, vide Mutation Entry Nos. 2464, 2908 and 4220 respectively.

4. **Searches in Offices of Sub-Registrar:**

- a. We have undertaken searches at the offices of the sub-registrar of assurances for a period of around 63 years. i.e., search report dated 19th October, 2022 from 1960 to 2022. Details of the search report has been set out in the Title Report (enclosed herewith as Annexure C).
- b. We have also undertaken other steps as stated in the Title Report (enclosed herewith as Annexure C).

C. On a perusal of the above mentioned documents and other documents set out in the Title Report (enclosed herewith as Annexure C) and based on the steps and observations as set out in the Title Report (enclosed herewith as Annexure C), we are of the opinion that Raymond Limited is the owner of the said Land admeasuring 37,880 square meters and its title is clear and marketable, subject to the qualifications / encumbrances / observations at Annexure B.

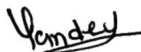
D. The Title Report prepared by us reflecting the flow of title to the said Land and other concerned matters, are enclosed herewith as Annexure C and all persons are advised to read the same.

Yours Truly,
For Wadia Ghandy & Co.

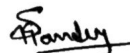

Partner

Encl:

1. Annexure A (Flow of Title of the Land)
2. Annexure B (Qualifications to Title)
3. Annexure C (Title Report)



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ANNEXURE - A

FLOW OF THE TITLE OF THE SAID LAND

- 1) **7/12 Extract / P.R. Card:** The 7/12 Extracts (being the revenue records maintained by the Office of the Collector) are duly mutated to record the name of Raymond Ltd., as holder thereof, vide Mutation Entry Nos. 2464, 2908 and 4220 respectively. The "other rights" column of 7/12 extracts of the said Land, reflects Mutation Entry No.4650 and 4652 dated 22nd and 23rd September, 2022, respectively, which refers condition of restriction in the limit of the area of construction of flats to be limited to 80 sq. mtrs. only and other conditions as set out in Order dated 30th August, 2022 issued by Collector & Competent Authority, Thane. The details of the same are as set out in the Title Report (enclosed herewith as Annexure C).
- 2) **Mutation Entry:** Same as what is stated in serial no. 1 above.
- 3) **Search Report:** We have undertaken searches at the offices of the sub-registrar of assurances for a period of around 63 years. i.e., search report dated 19th October, 2022 from 1960 to 2022. Details of the search report has been set out in the Title Report (enclosed herewith as Annexure C).
- 4) **Any other relevant title:** Raymond Limited has acquired the said Land pursuant to the said Title Documents as are already reflected in the above Legal Title Report and as mentioned in detail in Annexure C.
- 5) **Litigations:** Following litigations are pending with respect to the said Land (as detailed in Annexure C):
 - a. Public Interest Litigation ("PIL") No. 71 of 2017 filed before by one Dharmarjya Kamgar Karmachari Sangh before the Hon'ble High Court of Bombay, seeking directions against the Government of Maharashtra, Thane Municipal Corporation, from seeking any change of user and development of the said Land, contrary to the exemptions issued under the provisions of Urban Land (Ceiling & Regulation) Act, 1976. The above public interest litigation is pending. There are no adverse orders passed therein. Further, the said PIL No.71 of 2017 is directed by the Hon'ble Bombay High Court to be listed alongwith PIL Nos. 158 of 2012, 13 of 2016 and 57 of 2016 also filed before the Hon'ble High Court of Judicature at Bombay in view of the common issue.

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WADIA GHANTY & CO.

- b. Application moved by one Shree Aai Ambabal CHS (Prop.) filed under Section 3 C (1) of Maharashtra Slum Areas (Improvement, Clearance & Redevelopment) Act, 1971 ("said Slums Act"), in pursuance to which a Notification No. 04/22 dated 7th October, 2022 and Order dated 7th October, 2022 is passed by the CEO, MMR Rehabilitation Authority declaring an area of 238.97 sq. mtrs. out of Survey No. 83/1 as Slum Rehabilitation Area.

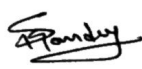
Details of these litigations have been set out in the Title Report (enclosed herewith as Annexure C).

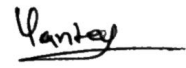
Date: 6th December, 2022

For Wadia Ghanty & Co.

Partner

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WADIA GHANDY & Co.

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ANNEXURE - B

- (a) The "other rights" column of 7/12 extracts of the said Land, reflects Mutation Entry No.4650 and 4652 dated 22nd and 23rd September, 2022, respectively, which refers condition of restriction in the limit of the area of construction of flats to be limited to 80 sq. mtrs. only and other conditions as set out in Order dated 30th August, 2022 issued by Collector & Competent Authority, Thane.
- (b) The terms and conditions set out in Order dated 30th August, 2022 issued by Collector & Competent Authority, Thane, in pursuance to the Government Resolution dated 1st August, 2019 bearing No. ULC-2018/CN.51/ULCA-1, issued by the Urban Development Department, Government of Maharashtra, that permits development of the said Land, which will have to be complied.
- (c) Notification No. 04/22 dated 7th October, 2022 and Order dated 7th October, 2022 passed by the CEO, MMR Rehabilitation Authority in pursuance of an Application moved by one Shree Aai Ambabai CHS (Prop.) filed under Section 3 C (1) of the said Slums Act, declares an area of 238.97 sq. mtrs. out of Survey No. 83/1 which is encroached as Slum Rehabilitation Area. Further, as per Notification No. 2016/172 dated 27th October, 2016 an area of 1447.16 sq. mtrs. out of Survey No. 121 is also declared as as Slum Rehabilitation Area, under Section 3 C (1) of the said Slums Act.
- (d) Raymond Limited has informed that an area of 3943.32 square meters out of the said Land is not in possession of Raymond Limited, which includes the above areas declared as Slum Rehabilitation Area.
- (e) Compliance of the Development Reservations i.e. Garden, Library, Welfare Centre, Market, D.P. Roads, as more particularly set out in the Development Remarks dated 28th January, 2021.
- (f) Litigations and other entries as mentioned in Annexure A above.
- (g) Satisfaction of the terms and conditions set out in the Approvals obtained till date and that may be obtained and all undertakings and indemnities given and that may be given to competent authorities and compliance with applicable laws as may be applicable.

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WADIA GHANDY & Co.

ADVOCATES, SOLICITORS & NOTARY

N. M. Wadia Buildings, 123, Mahatma Gandhi Road, Mumbai - 400 001, India.

Tel: +91 22 2267 0669, +91 22 2271 5600 | Fax: +91 22 2267 6784

General e-mail: contact@wadiaghandy.com | Personal e-mail: firstname.lastname@wadiaghandy.com

ANNEXURE - C

REPORT ON TITLE

To:

Raymond Limited,
Having registered office at,
Plot No. 156/H, No. 2,
Village Zadgaon,
Ratnagiri - 415612,
Maharashtra.

Kind Attn.: Mr. Ujhas Bhosale

Dear Sir,

Re: Immoveable property admeasuring approximately 37,880 square meters, bearing Survey Nos. 83/1, 83/3 and 121, situated at Village Panchpakhadi, Thane ("said Land").

1. We have been requested by our client, Raymond Limited (formerly known as The Raymond Woollen Mills Limited) ("Raymond Limited"), a company incorporated under the provisions of the Indian Companies Act, 1913 and having its registered office at Plot No. 156/H, No. 2, Village Zadgaon, Ratnagiri - 415612, Maharashtra and office at J.K. Gram, Pokharan Road No.1, Thane, Maharashtra - 400 612, to investigate the title of Raymond Limited to the said Land.
2. In this regard, we have undertaken the following steps:
 - (i) Caused search to be taken in the offices of Sub-Registrar of Assurances at Mumbai and Thane, for the last 63 years, vide search report dated 19th October, 2022 from 1960 to 2022. The search of the registers available at the office of the Sub-Registrar of Assurances for the year 2022 is conducted till such date/s as more particularly mentioned therein. At the office of Sub-Registrar of Assurances at Mumbai and Thane, the register did not have all pages and the search was restricted only to the pages available. At the office of Sub-Registrar of Assurances at Mumbai and Thane, the register had torn and mutilated index II records and the search was restricted only to the pages available.

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- (ii) Caused online searches to be taken with the office of the Registrar of Company in respect of "Raymond Limited", to ascertain charges, if any, created by the Company on the said Land.
- (iii) Perused the copies of the revenue records that were available through online searches. Examined the original title deeds during the issuance of this Title Report with respect to the said Land, as set out in Annexure "I". Examined the deeds, documents and writings pertaining to the said Land as detailed in Annexure "II" hereto.
- (iv) Examined the Development Plan Remark issued by the office of the Municipal Corporation of Thane dated 28th January, 2021 which show that there are development reservations on the said Land being Garden, Library, Welfare Centre, Market, D.P. Roads.
- (v) We have raised requisitions on title with respect to the said Land and Raymond Limited has duly answered the same.
- (vi) We had issued on 15th October, 2022 public notices in the newspapers, Free Press Journal (English) and Navshakti (Marathi), to invite claims and objections with respect to the title of Raymond Limited to the said Land and no claims have been received by us.
3. The Raymond Woollen Mills Ltd. have duly purchased the said Land vide the following:
- (i) An Indenture dated 31st March, 1964 made and executed between Kusumbibai Khangar Hiraji, Jagrupchand Tarachand and Pukharaj Tilokchand therein referred to as the Vendors of the One Part and The Raymond Woollen Mills Limited, therein referred to as the Purchaser of the Other Part and duly registered with the office of the Sub-Registrar of Assurances at Thana under Serial No. THN/386 of 1964;
- (ii) An Indenture dated 23rd July, 1960 made and executed between Joseph Aloysius Dias, Verus Joseph Dias, Maureen Mary Dias, Josephine Pereira, Alice D' Abreo and Walter Miranda therein referred to as the Vendors of the One Part and The Raymond Woollen Mills Limited, therein referred to as the

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Purchasers of the Other Part and duly registered with the office of the Sub-Registrar of Assurances at Thana under Serial No. 374 of 1960;

4. The 7/12 Extracts (being the revenue records maintained by the Office of the Collector) are duly mutated to record the name of the Raymond Ltd. as holder thereof.
5. The "other rights" column of 7/12 extracts of the said Land, reflects Mutation Entry No.4650 and 4652 dated 22nd and 23rd September, 2022, respectively, which refers condition of restriction in the limit of the area of construction of flats to be limited to 80 sq. mtrs. only and to comply with such other conditions as set out in Order dated 30th August, 2022 issued by Collector & Competent Authority, Thane.
6. The Mutation Entry Nos. 838 as recorded in the 7/12 Extract for Survey No.121 is not available with the Office of the Collector and Mutation Entry Nos.4510 and 4546 are in respect of computerization of 7/12 extracts as duly informed by Raymond Limited. The same are evidenced by certificate issued by the Office of the Talathi dated 20th January 2022.
7. Raymond Limited has informed and the searches indicate that there is no mortgage in respect of the said Land.
8. In pursuance of an Application moved by one Shree Aai Ambabai CHS (Prop.) filed under Section 3C (1) of Maharashtra Slum Areas (Improvement, Clearance & Redevelopment) Act, 1971 ("said Slums Act"), vide Notification No. 04/22 dated 7th October, 2022 and an Order dated 7th October, 2022 passed by the CEO, MMR Rehabilitation Authority, it is declared that an area of 238.97 sq. mtrs. out of Survey No. 83/1 is a Slum Rehabilitation Area. Further, as per Notification No. 2016/172 dated 27th October, 2016 an area of 1447.16 sq. mtrs. out of Survey No. 121 is also declared as as Slum Rehabilitation Area, under Section 3 C (1) of the said Slums Act.
9. Raymond Limited has further informed that an area of 3943.32 square meters out of the said Land is not in possession of Raymond Limited, which includes the above areas declared as Slum Rehabilitation Area.

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10. The Labour Commissioner vide his letter dated 1st October, 2016 addressed to the office of the Thane Municipal Corporation and the Collector, Thane, duly intimated that it has no objection for the development of the said Lands.
11. Earlier, there was a civil dispute ongoing *inter-alia* regarding the existence of an Exemption Order bearing no. 974 dated 29th November, 1995 issued by the Additional Collector and Competent Authority under Section 20 of the then Urban Land (Ceiling and Regulation) Act, 1976 ("ULC Act") for construction of houses under the Economic Weaker Housing Section Scheme, in respect of the said Land and whether any "No Objection" was required to be obtained from the Office of the Additional Collector & Competent Authority (U.L.C.) , Thane and submitted to the Thane Municipal Corporation for the residential development of the said Land, which was a subject matter of Civil Writ Petition no. 1634 of 2013 ("Writ Petition") filed by Raymond Limited before the Hon'ble High Court, Bombay. However, pursuant to the issuance of the policy dated 1st August, 2019 of the Urban Development Department, Government of Maharashtra, Raymond Limited made an application for development of the said Land under the above policy and thereto withdrew the said Writ Petition.
12. Accordingly, upon due payment of the amount as per the said Policy and the ULC Department's Demand Letter dated 1st August, 2022, an Order dated 30th August, 2022 has been issued by the office of the Collector & Competent Authority, Thane, which permits Raymond Limited to develop said Land, on the terms and conditions as more particularly set out therein, including that the area of construction of flat/apartment(s) would be within the limit of 80 sq. mtrs. ("**said Order dated 30th August, 2022**").
13. There is a Public Interest Litigation ("PIL") No. 71 of 2017 filed before by one Dharmariya Kamgar Karmachari Sangh before the Hon'ble High Court of Bombay, seeking directions against the Government of Maharashtra, Thane Municipal Corporation, from seeking any change of user and development of the said Land, contrary to the exemptions issued under the provisions of ULC Act. The above public interest litigation is pending. There are no adverse orders passed therein. Notwithstanding the above, the said Order dated 30th August, 2022 is issued by the Additional Collector & Competent Authority, which permits development of the said Land. Further, the said PIL No.71 of 2017 is directed by the Hon'ble Bombay High Court to be listed alongwith PIL Nos. 158 of 2012, 13 of 2016 and 57 of 2016 also

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- 18. Further in the present year the Town Municipal Corporation has granted sanction approved for allocation of allotments on the said land and for construction of the plots in respect of the said land & has also sanctioned plans and approved estimates for development of plots on the said land.
- 19. Subject to what is stated hereinafter, the Town Municipal Corporation is authorized to take such steps and make such use of the said land and to sign and execute and complete all the necessary / approvals from the Town Municipal Corporation, Government authorities and the terms mentioned therein. The said Corporation is authorized to develop such portions of the said land as may be sanctioned.

Dated this 8th day of December, 1922

The Public Charge & Co.

[Handwritten signature]
Partner

[Handwritten signatures]
V. S. S. S.

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Annexure - I

[Original Title Deeds inspected on 8th November, 2022]

1. Indenture dated 31st March, 1964 made and executed between Kusumbibal Khangar Hiraji, Jagrupchand Tarachand and Pukharaj Tilokchand therein referred to as the Vendors of the One Part and The Raymond Woollen Mills Limited, therein referred to as the Purchaser of the Other Part and duly registered with the office of the Sub-Registrar of Assurances at Thana under Serial No. THN/386 of 1964;
2. Indenture dated 23rd July, 1960 made and executed between Joseph Aloysius Dias, Verus Joseph Dias, Maureen Mary Dias, Josephine Pereira, Alice D' Abreo and Walter Miranda therein referred to as the Vendors of the One Part and The Raymond Woollen Mills Limited, therein referred to as the Purchasers of the Other Part and duly registered with the office of the Sub-Registrar of Assurances at Thana under Serial No. 374 of 1960;

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Annexure - II

[Examination of Title Deeds and other Documents]

1. Mortgage Deed dated 30th September 1972 executed between The Raymond Woolen Mills Ltd. of the One Part and The Industrial Credit & Investment Corporation of India Ltd. of the Other Part and registered with the Office of the Sub Registrar of Assurances under Serial No.BOM-R/5820/1972.
2. Conveyance Deed dated 23rd July, 1960 executed between (1) Mr. Joseph Aloysius Dias, (2) Mr. Verus Joseph Dias, (3) Maurine Mary Ester Dias, (4) Josephine Pereira, (5) Alice D' Abreo, and (6) Mr. Walter Miranda of the One Part and The Raymond Woolen Mills Ltd., Mumbai of the Other Part and registered with the Office of the Sub Registrar of Assurances under Serial No.Thane/386/1972.
3. Indenture dated 31st March 1964 executed between (1) Kusumbibai Khangar Hiraji, (2) Jagrupchand Tarachand, and (3) Pukharaj Tilokchand of the One Part and The Raymond Woolen Mills Ltd. of the Other Part and registered with the Office of the Sub Registrar of Assurances under Serial No.Thane/386/1964.
4. Mortgage Deed dated 17th March 2003 executed between M/s. Raymond Ltd. (Vice Chairman - Mr. Mino R. Shroff) (Gen. Manager & Co. Secretary - Mr. R Narayan) of the One Part and The Western India Trustee & Executor Co. Ltd. (Vice President - Mr. V. G. Pathak) of the Other Part and registered with the Office of the Sub Registrar of Assurances under Serial No.TNN-1/1653/2003.
5. Re-conveyance of Mortgage Deed dated 4th December, 2009 executed by I.D.B.I. Trusteeship Services Ltd. (Trustee - Ujwal M. Deshmukh) and registered with the Office of the Sub-Registrar of Assurances under Serial No. Thane-5/10810/2009.
6. Declaration Deed dated 21st April 2012 executed by M/s. Raymond Ltd. (Company Secretary - Mr. Thomas Fernandez) and registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN-5/3618/2012.
7. Re-Conveyance Deed dated 30th April 2013 executed between ICICI Bank Limited (Chief Manager - Monaj Elavia) of the One Part and M/s. Raymond Limited (Director/ Secretary - Mr. Thomas Fernandez) (Director / Legal - Curian Joseph) of the Other Part and registered with the Office of the Sub Registrar of Assurances under Serial No. Thane-5/4769/2013.
8. Revenue records i.e. 7/12 extracts and the Mutation Entries mentioned therein.

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9. Application No.25 of 2012, that was filed by Radhabai Bama Mhatre, Manohar Bama Mhatre, Nandkumar Bama Mhatre, Kishore Bama Mhatre, Tarabai Anant Mhatre, Nilesh Anant Mhatre, Arun Anant Mhatre, Chandrakant Bamaji Mhatre & Lata Sainath Madve under section 32 (G) of the Bombay Tenancy and Agricultural Lands Act, 1948 before the Tahasildar and Agricultural Land Tribunal interalia against Raymond Limited, in respect of portion of the said Land being Survey Nos. 83/1 and 83/3, which Application was rejected by the Tahasildar and Agricultural Land Tribunal by and under its Order dated 27th November, 2012.
10. Tenancy Appeal No.40 of 2013 Radhabai Bama Mhatre & others have filed an Appeal before the Sub-Divisional Officer, which was also rejected by Sub-Divisional Officers vide Order dated 13th October, 2014.
11. Notification No. 04/22 dated 7th October, 2022 and Order dated 7th October, 2022 passed by the CEO, MMR Rehabilitation Authority declaring an area of 238.97 sq. mtrs. out of Survey No. 83/1 as Slum Rehabilitation Area.
12. Public Interest Litigation Nos. 158 of 2012, 13 of 2016, 57 of 2016 and 71 of 2017 filed before the Hon'ble High Court of Bombay and the proceedings filed therein.
13. Order dated 30th August, 2022 issued by Collector & Competent Authority, Thane, in pursuance to the Government Resolution dated 1st August, 2019 bearing No. ULC-2018/CN.51/ULCA-1, issued by the Urban Development Department, Government of Maharashtra.
14. Demand Letter dated 1st August, 2022;
15. ULC Premium Receipt of Rs.25,65,61,240/- paid under Demand Letter dated 1st August, 2022;
16. Development Remarks dated 28th January, 2021.
17. Permission dated 7th June, 2022 is issued by Thane Municipal Corporation granted layout approval for relocation of reservations and sub-division as Sub Plots in respect of the said Land. Permission dated 27th September, 2022 is issued by Thane Municipal Corporation sanctioning plans and granting approvals for development of Wings on the Sub-Plots.
18. All other documents as mentioned in the title report.

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ANNEXURE F

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महाराष्ट्र शासन
माव नमना बाब
अधिकार अभिलेख पत्रक

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवस्था (तयार करणे व सुविध्तीयते ठेवणे) नियम, १९६१ यातील नियम १५.६ आणि ७]

अडवण दिनांक : 14/01/2021

गाव - पांचपाडाठी तालुका - ठाणे जिल्हा - ठाणे शेवटचा फेरकार क्रमांक : 4546 व दिनांक : 31/12/2019
अनुमानन क्रमांक व उपविभाग : 83/1

अनुमानन क्रमांक व उपविभाग 83/1	म. शासनाचे पध्दती अधिपददार वर्ग - 1	मौजवटदारपध्दती नांव	होब	आकार	पो. ख.	के. का.	बाबत क्रमांक
होताधे स्थानिक नाव :-							
क्षेत्र एकक	ह.आर. चौ.मी	मै. रमड निमित्ठ	0.15.10	2.87	0.02.60	(4220)	145
जिरायत	0.15 10						कडाचे नाव
बागायत	-						इतर अधिकार
तरी	-						इतर
वरकत	-						नागरी जमिन (कमाल धरणा व विनिवृत्तना)
इतर	-						अधिनियम 1966 चे कलम 20-21 अन्वये दुबल
एकूण होब	0.15.10						पटक गृह बांधणी योजने खालील होब -
पोट-घरघब (सामवहीत अयोग्य)	-						इन्स्ट्रुमेंटगस बंदी (4477)
वर्ग (अ)	0.02.60						
वर्ग (ब)	-						
एकूण पो. ख.	0.02.60						
आम्हारणी	2.87						
जडी किंवा विद्येचे	-						
अधिकारणी	-						
अने फेरकार क्र.	(396),(1497),(2464),(3078),(4220),(4477),(4546)						सोना आणि अनुमानन दिनांक :

माव नमना बाब
पिकाची नोंदवही

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवस्था (तयार करणे व सुविध्तीयते ठेवणे) नियम, १९६१ यातील नियम २९]

गाव - पांचपाडाठी तालुका - ठाणे जिल्हा - ठाणे शेवटचा फेरकार क्रमांक : 4546 व दिनांक : 31/12/2019
अनुमानन क्रमांक व उपविभाग : 83/1

वर्ष	हंगाम	पिकाखालील क्षेत्राचा तपखोला						सामवहीसाठी उपलब्ध नसलेली जमीन		जल सिंचनाचे साधन	शेरा				
		मिळ पिकाखालील क्षेत्र			निर्मळ पिकाखालील क्षेत्र			स्वरूप	क्षेत्र						
		मिळ पिकाचा संकेत क्रमांक	जल सिंचित	अजल सिंचित	पिकाचे नाव	जल सिंचित	अजल सिंचित					पिकाचे नाव	जल सिंचित	अजल सिंचित	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
		ह.आर. चौ.मी	ह.आर. चौ.मी	ह.आर. चौ.मी	ह.आर. चौ.मी	ह.आर. चौ.मी		ह.आर. चौ.मी	ह.आर. चौ.मी			ह.आर. चौ.मी			
2019-20	सप्टेंबर										अंस	0.1510			

"या प्रमाणित प्रतीसाठी फी म्हणून १% रुपये मिळाले."
दिनांक :- 18/01/2021
सांकेतिक क्रमांक :- 272100094213100500120211268

(नाव :- हेमंत अशोक गंगोलि)
तलाठी यांच्या :- पांचपाडाठीत :- ठाणे जि :- ठाणे
तलाठी किंवा पांचपाडाठी
ला नि. थाणे.

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नाब नमूना सदा

अधिकार अभिलेख पत्रक

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९६१ यातील नियम ३,५,६ आणि ७]

गाव - पांचपाडाडी तालुका :- ठाणे

जिल्हा - ठाणे

शेवटचा फेरफार क्रमांक :- व दिनांक :-

भूमापन क्रमांक व उपविभाग ८३/३	भू-धारणा पध्दती भूमिपट्टदार बरो - १	भूमिपट्टदाराचे नाव			
शेताचे स्वात्मिक नाव :-					
क्षेत्र एकक	हे.आर.ची.मी	शे.ब	आकार	ची.ब.	फेरफा
जिरायत	१.१७.२०	मै. रेमड लिमिटेड	१.१७.२०	१६.००	०.११.२० (४२२०)
बागायत	-				
तरी	-				
बरकस	-				
इतर	-				
एकूण क्षेत्र	१.१७.२०				
पोट-खराब (सागवडीस अयोग्य)	-				
घर (अ)	०.११.२०				
घर (ब)	-				
एकूण पो ख	०.११.२०				
आंकरणी	१६.००				
जूडी किंवा विशेष	-				
अंकीकरण	-				
अन फेरफार क्र. (३९५)(२४६४)(३०७८)					
सामा.अणि भूमापन चिन्हे :-					

गाव नमूना बारा
पिकांची नोंदवही

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९६१ यातील नियम २९]

गाव :- पांचपाडाडी तालुका :- ठाणे

जिल्हा :- ठाणे

शेवटचा फेरफार क्रमांक :- व दिनांक :-

वर्षे	हेमान	पिकाखालील क्षेत्राचा तपशील						निर्मळ पिकाखालील क्षेत्र			सागवडीसाठी उपलब्ध नसलेली जमीन		जल सिंचनाचे साधन	शेरा
		मिश्र पिकाखालील क्षेत्र			घटक पिके व प्रत्येकाखालील क्षेत्र			पिकांचे नाव	जल सिंचित	अजल सिंचित	स्वरूप	क्षेत्र		
		निष्पणाचा संकेत क्रमांक	जल सिंचित	अजल सिंचित	पिकांचे नाव	जल सिंचित	अजल सिंचित							
(१)	(२)	(३)	(४)	(५)	(६)	(७)	(८)	(९)	(१०)	(११)	(१२)	(१३)	(१४)	(१५)
			हे.आर. ची.मी	हे.आर. ची.मी		हे.आर. ची.मी	हे.आर. ची.मी		हे.आर. ची.मी	हे.आर. ची.मी		हे.आर. ची.मी		
२०१९-२०	संपूर्ण वर्षे										आस	१.१७.२०		

"या प्रमाणित प्रतीसाठी फी म्हणून १% रुपये मिळाले."
दिनांक :- १८/०१/२०२१
सांकेतिक क्रमांक :- २७२१०००९४२१३१००५००१२०२११२६९

(नाब :- हेमंत :- (निष्पणातील)
सत्ताधी साक्षात :- पांचपाडाडीत :- ठाणे जि :- ठाणे
सत्ताधी साक्षात :- पांचपाडाडी
ता जि ठाणे.

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1/18/2021

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दस्त क्र. ७६६८ २०२३

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प्रमाण दिनांक : 14/01/2021



महाराष्ट्र शासन
महानगरपालिका
अधिकार क्षेत्रातील पत्रक

[महाराष्ट्र जमीन महसूल अधिकार अधिनियम १५७ (तयार करणे व बुकिसाठी ठेवणे) नियम, १५७१ याला लागू नियम १,५४३ अन्विष्ट]

गाव - पांचपाडाडी तालुका - ठाणे जिल्हा - ठाणे शेवटचा फेरफार क्रमांक : ४५१० व दिनांक : २०/०६/२०१९

शुभाचन क्रमांक व उपविभाग (2)	शु.कारणा पध्दती (अभिधानद्वारे वर्गी - 1)	अंमलबजावणीचे नसब				काली क्रमांक
शुभाचन क्रमांक व उपविभाग :-		शे.ब	आ.कर	पी.ब	शे.का	
शे.ब एकक १.३०९ चौ.मी	मे. रमळ विमिटेड	2.05 40	14.69	0.27.30	(4220)	145
जि.रा.यत 2.05 40						कच्चापे नसब
बागायत -						नंतर अधिकार
तरी -						इतर
धरकस -						नगरी जमीन (कवान धारणा व विक्रीयोग्य)
इतर -						अभिनियम 1966 चे कलम 20-21 अन्वये दुसरे
एकूण शे.ब 2.05 40						एक नसब बांधणी योजना खालील शे.ब -
पॉट-खराब (नगवडीस अर्दीनस)						निरस्तपेनास बटी (4477)
वर्ग (अ) 0.27.30						
वर्ग (ब) -						
एकूण पी.ब 0.27.30						
आक्यरणी 14.69						
जडी किना विषये -						
अधिकारणी -						
जने फेरफार क्र. (838)/(967)/(2908)/(3078)/(4510)						सोना आणि शुभाचन वि.नं. :

महानगरपालिका
फिकारणी नोंदवही

[महाराष्ट्र जमीन महसूल अधिकार अधिनियम १५७ (तयार करणे व बुकिसाठी ठेवणे) नियम, १५७१ याला लागू नियम २९]

गाव - पांचपाडाडी तालुका - ठाणे जिल्हा - ठाणे शेवटचा फेरफार क्रमांक : ४५१० व दिनांक : २०/०६/२०१९

वर्ष	इमादा	फिकासाठी शे.बाचा तपशील						सामवडीसाठी उपलब्ध नसलेली जमीन			जल सिंचनाचे साधन	शे.ब		
		मि.ब फिकासाठी नसब						निर्मळ फिकासाठी नसब						
		मि.बनावा संकेत क्रमांक	जल सिंचित	अजल सिंचित	फिकापे नसब	जल सिंचित	अजल सिंचित	फिकापे नसब	जल सिंचित	अजल सिंचित			स्वरूप	शे.ब
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
		हे.आर. चौ.मी	हे.आर. चौ.मी		हे.आर. चौ.मी	हे.आर. चौ.मी		हे.आर. चौ.मी	हे.आर. चौ.मी		हे.आर. चौ.मी	हे.आर. चौ.मी	हे.आर. चौ.मी	
2019-20	संपूर्ण वर्षे										आंत	2.0540		

"या प्रमाणित प्रतीसाठी फी म्हणून १५/- रुपये मिळाले."
दिनांक :- 18/01/2021
सांकेतिक क्रमांक :- 272100094213100500120211270

(मा.ब. - हे.म.ब. अधिकारी)
तळाठी साक्षात :- पांचपाडाडी, ठाणे जि. - ठाणे

तळाठी सयत पांचपाडाडी
ता. जि. ठाणे.

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ANNEXURE

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दस्त क्र. 0662 2023

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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 :
P51700049520

Project: **TEN X ERA Raymond Realty Tower C** , Plot Bearing / CTS / Survey / Final Plot No.: **121 PT 83/3 83/1 at Thane (M Corp.), Thane, Thane, 400606;**

1. **Raymond Limited** having its registered office / principal place of business at Tehsil: **Thane, District: Thane, Pin: 400606.**

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 subsection (2) of section 4 read with Rule 5;

OR

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

- The Registration shall be valid for a period commencing from **15/02/2023** and ending with **30/01/2029** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under,
- That the promoter shall take all the pending approvals from the competent authorities

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

Signature valid



Dated: **15/02/2023**

Place: **Mumbai**

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

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ANNEXURE H

Sr.No	Facilities in Tower C (will be shared by allottees of whole project)
1	Library
2	Office Creche
3	Guest rooms

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ANNEXURE H1

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Sr.No	Common Area & Amenities in the whole project
1	Entrance lobbies
2	Car parking
3	Services
4	Clubhouse (Lounge, Gym, Pilates, Yoga/Meditation, Salon, Badminton Court, AV room, Multipurpose Hall)
5	Indoor Games room
6	Community Kitchen, Hobby & Activity room
7	Library, Office Creche, Guest rooms
8	Landscape areas with outdoor amenities like swimming pool, jogging track, kids play area etc

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संख्या ४२

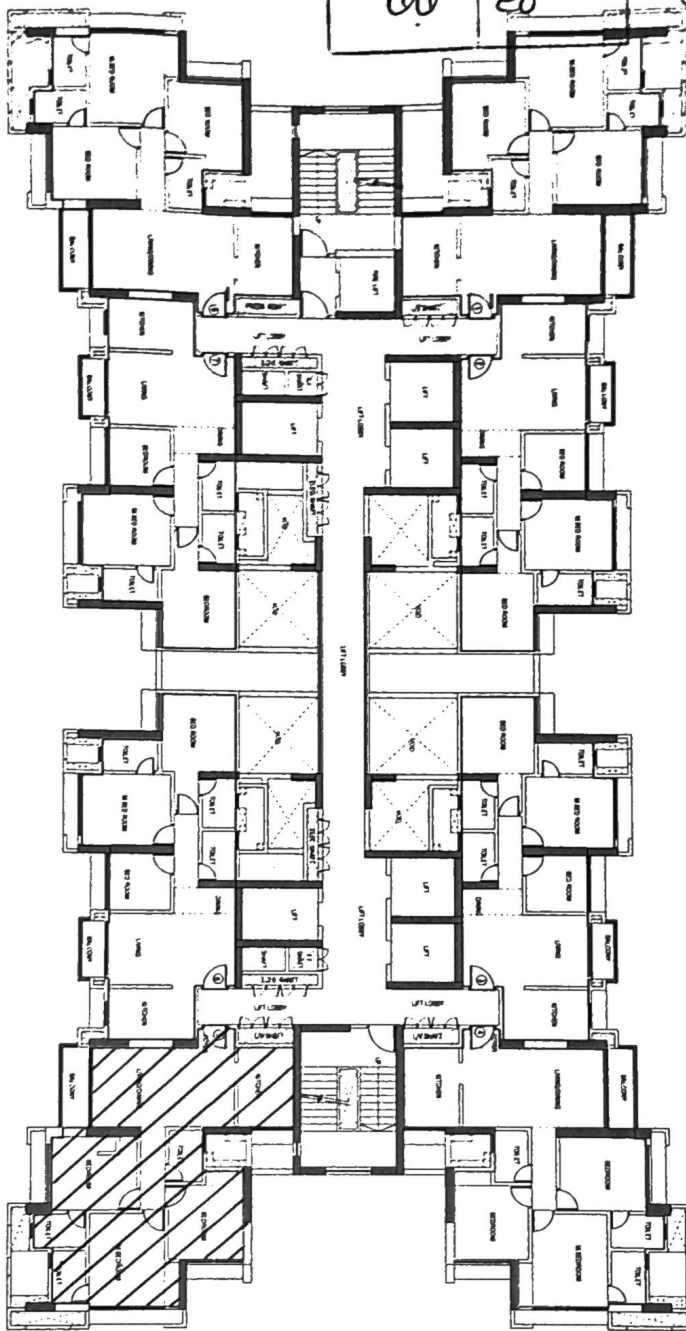
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 ANNEXURE-I
 FLOOR PLAN LEVEL 2023
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WING - C
 TYPICAL FLOOR PLAN -
 2nd, 4th To 7th, 9th to 12th, 14th to 17th, 19th to 22nd, 24th
 to 27th, 29th to 32nd, 34th to 37th

Not to scale

(4)

Apartment no. 1205 on 12th habitable floor of 'C' wing
 (i.e. Wing "C" as per approvals)

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Annexure **क न न 9**Payment schedule
दस्तावेज नं. 66/2022

The Purchase Price of Rs.17713216/- (Rupees ~~One Crore Seventy Seven Lakhs Thirteen Thousand Two Hundred Sixteen Only~~) payable by the Allotee/s in instalments against the following Milestones.

Sr	Milestone	Amount (IN Rs.)
1	Booking Amount (Part I) with the Application Form	1,01,000
2	Booking Amount (Part II) - (within 7 days from the Application)	7,84,661
3	Final Booking Amount (Part III) (within 20 days from the Registration)	8,85,661
4	On Completion of Excavation	8,85,661
5	On Completion of Plinth	26,56,982
6	On Completion of top Podium Slab	17,71,322
7	On Completion of 6th Slab	8,85,661
8	On Completion of 12th Slab	8,85,661
9	On Completion of 18th Slab	8,85,661
10	On Completion of 24th Slab	8,85,661
11	On Completion of 32nd Slab	8,85,661
12	On Completion of Terrace	8,85,661
13	On Completion of Block work	12,39,925
14	On Initiation of Sanitary Fittings	14,17,057
15	On Completion of Lift	17,71,322
16	On Possession	8,85,659
	Total	1,77,13,216

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Annexure K

Other Charges Payable at time of offer of possession)

Particular	Amount
Share Money Application	1000
Society Formation Charges	5000
Legal Charges	10000
Electricity Connection charges	50000
Water Connection charges	
Pipe Gas Connection Charges*	10000
Advance Maintenance for 24 months	215046
Interest free Security Maintenance Deposit (only FCAM Charges) for 12 months (no GST)	38064
Total	329110

Advance Maintenance Charges and Interest Free Security Maintenance deposit as mentioned above to be paid on offer of possession on the following rate:

BCAM charges @ Rs. 7 per sq. ft. RERA Carpet Area per month excluding Property Tax
FCAM @ Rs. 3.48 per sq. RERA Carpet Area per month excluding Property Tax,

Note :

- *These rates are estimated rates and may be revised at time of offer for possession
- * Property Tax will be conveyed to you at the relevant time.
- * The promoter will maintain and manage the common areas and amenities of the Whole Project till the Whole Project is completed and affairs are handed over to the Apex Body, accordingly appropriate FCAM charges to be given to the Promoter even if the affairs of the building is handed over to the particular society.
- *After taking charge of the Building, the concerned Society will manage the affairs of the Building and collect BCAM charge, FCAM charge and Property Tax, if applicable from the Allottees/Members and pass the FCAM charges to the Promoter so that the Promoter can manage the Common areas and Amenities smoothly.
- * *In case, any Society fails to pay the FCAM charges to the Promoter, the aforesaid security maintenance deposit will be used proportionately for meeting the expenses towards maintenance of Common area and amenities. Any amount that may remains unused, will be refunded to the particular society after handing over the affairs of the Whole Project to the APEX body.

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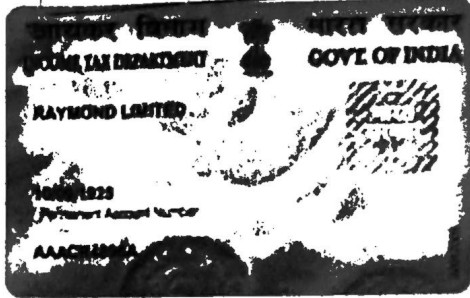
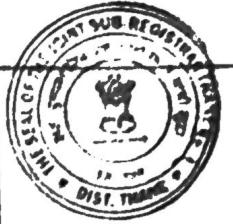
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भारत सरकार
Unique Identification Authority of India
GOVERNMENT OF INDIA

नॉटिफिकेशन क्रमांक / Enrollment No.: 2017/60633/03006

To
संतोष केशरीप्रसाद पंडे
Santosh Keshariprasad Pandey
804 A WING PANCHVATI CO-OP HSG SOCIETY
LIMITED MURBAD ROAD VIJAY BAUG
OPP ROSHAN PETROL PUMP
KALYAN WEST
Kalyan D.C.
Thane
Maharashtra 421301
9322918916
372078688
1001/2012
MA729785682FT



आपला आधार क्रमांक / Your Aadhaar No. :

6897 8575 3990

माझे आधार, माझी ओळख

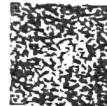
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भारत सरकार



संतोष केशरीप्रसाद पंडे
Santosh Keshariprasad Pandey
जन्म तारीख / DOB : 23/11/1976
पुरुष / Male



6897 8575 3990

माझे आधार, माझी ओळख

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भारत सरकार
 Unique Identification Authority of India
 भारत सरकार

नोंदविषयाचा क्रमांक / Enrollment No 1171/02062/18995

To,
 उमादेवी संतोष पान्दे
 UMADEVI SANTOSH PANDEY
 604 A WING PANCHWATI CO-OP HSG SOCIETY LIMITED
 MURBAD ROAD VJAY BAUG
 OPP ROASHAN PETROL PUMP
 KALYAN WEST
 Kalyan D.C. Thane
 Maharashtra 421301
 9322818916

Ref: 24 / 238 / 46487 / 47880 / P



UE0839501871N



आपला आधार क्रमांक / Your Aadhaar No. :

9397 5011 6052

आधार — सामान्य माणसाचा अधिकार

C-1205
 Eva

भारत सरकार
 MAHARASHTRA GOVERNMENT



उमादेवी संतोष पान्दे
 UMADEVI SANTOSH PANDEY
 जन्म वर्ष / Year of Birth : 1979
 स्त्री / Female





9397 5011 6052

आधार — सामान्य माणसाचा अधिकार

Umadevi

IDENTITY CARD 267 3371

**BAR COUNCIL OF
MAHARASHTRA & GOA**
HIGH COURT, MUMBAI - 32.
ADVOCATE

NAME: **Ambure Vivek Shivaji**
ADDRESS: **Moti Apartment, Block No. 1
Ground Floor, Thane Belapur Road,
Post:- Kalwa, Dist:- Thane.**

EN DATE **18-8-1999 Mah/4578/99** SECRETARY

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इस्त क्र ७६६८	२०२३
८७	९०



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दस्त क्र ७६६६	२०२३
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7/10/2023

दिनांक: 7 ऑक्टोबर 2023 10:06 AM

दस्तावेज क्रमांक: 177.13216/-

दस्तावेज क्रमांक: 7698/2023

दस्तावेज क्रमांक: 7698/2023

दस्तावेज क्रमांक: 127/2023

दस्तावेज क्रमांक: 177.13216/-

दस्तावेज क्रमांक: 1, 40100/-

दस्तावेज क्रमांक: 177.13216/-

दस्तावेज क्रमांक: 11644

दस्तावेज दिनांक: 27/10/2023

दस्तावेज क्रमांक: 177.13216/-

दस्तावेज क्रमांक: 177.13216/-

दस्तावेज क्रमांक: 177.13216/-

दस्तावेज क्रमांक: 11644

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दस्तावेज क्रमांक: 11644

दस्तावेज क्रमांक: 1800.00

दस्तावेज क्रमांक: 11644

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दस्तावेज क्रमांक: 177.13216/-

दस्तावेज क्रमांक: 31800.00

दस्तावेज क्रमांक: 177.13216/-

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Sub Registrar Thane 1

दस्तावेज क्रमांक: 177.13216/-

दस्तावेज क्रमांक: 177.13216/- (पक्ष) कोणत्याही नावाच्या इडीएन विवाहाच्या प्रत्येकाच्या कोणत्याही बटुक क्षेत्राच्या इडीएन विवाहाच्या उपा-पत्र (दोन) मध्ये नमूद न

दिनांक: 127/10/2023 10:06:49 AM ची वेळ: (माहितीसाठी)

दिनांक: 227/10/2023 10:05:35 AM ची वेळ: (पक्ष)









रजम तीपवागा प्रान-2

पत्रांक 20/20
रजम प्रमाण 1808/2023

27/10/2023 10 11 09 AM

रजम प्रमाण 1/7698/2023
रजमाचा प्रकार - रजमनामा

क्र.सं.	पदाकाराचे नाव व पत्ता	पदाकाराचा प्रकार	प्रायाचित	रजमा प्रमाण
1	नाथ मनीष वैजनाथभाऊ पांडे - पत्ता प्लॉट नं. - भाळा नं. - इमारतीचे नाव - , ब्लॉक नं. - , रोड नं. - /004, पाचवठी मीठाचरण, विजय बाग, गौतम येदोन परम मंगल, सुरवार रोड, कल्याण पश्चिम, ठाणे, महाराष्ट्र, ठाणे. पिन नंबर: AGHPP4428A	विट्ठल देवारा वय -44 स्वाधारी -		
2	नाथ इमावठी मंगल पांडे - पत्ता प्लॉट नं. - भाळा नं. - इमारतीचे नाव - , ब्लॉक नं. - , रोड नं. - /004, पाचवठी मीठाचरण, विजय बाग, गौतम येदोन परम मंगल, सुरवार रोड, कल्याण पश्चिम, ठाणे, महाराष्ट्र, ठाणे. पिन नंबर: ATDPP8070F	विट्ठल देवारा वय -44 स्वाधारी -		
3	नाथःशेखर निमिरेड तने: अंबोर्गाज विघटेटी भाविका निवाळकर पत्ता प्लॉट नं. - भाळा नं. - इमारतीचे नाव - , ब्लॉक नं. - , रोड नं. - मिठ, गजमणीयना रोड, मंगळ गिरीची अफिम, जेके शाव, गोवर्धन रोड न. 1, ठाणे, महाराष्ट्र, ठाणे. पिन नंबर: AACR4896A	विट्ठल देवारा वय - स्वाधारी -		

Handwritten signatures: Pandey, Pandey, Bhamburda

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रजमा प्रमाण 3 ची वेळ: 27 / 10 / 2023 10 : 07 : 50 AM

ओळख -
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क्र.सं.	पदाकाराचे नाव व पत्ता	प्रायाचित	रजमा प्रमाण
1	नाथःवनीव विवेकः अचुते - - वय: 50 पत्ता: टिपी नाका, ठाणे पिन नंबर: 400601		

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