Original/Duplicate

नोंदणी क्रं. :39म

Regn.:39M

पावती क्रं.: 19572

दिनांक: 20/10/2018

गावाचे नाव: देसाई

11:17 AM

दस्तऐवजाचा अनुक्रमांक: टनन1-15445-2018

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: सचिन रोहिदास शिंदे

नोंदणी फी दस्त हाताळणी फी

पावती

रु. 30000.00

₹. 2320.00

पृष्ठांची संख्या: 116

एकुण:

रु. 32320.00

आपणास मुळ दस्त ,थंबनेल प्रिंट,सुची-२ अंदाजे 11:16 AM ह्या वेळेस मिळेल.

बाजार मुल्य: रु.1694500 /-

मोबदला रु.3130392/-

भरलेले मुद्रांक शुल्क : रु. 187900/-

1) देयकाचा प्रकार: DHC रक्कम: रु.320/-

🌡/धनादेश/पे ऑर्डर क्रमांक: 1910201807062 दिनांक: 19/10/2018

र्युक्तीचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.30000/-

डी**डे** भिनादेश/पे ऑर्डर क्रमांक: MH006961404201819S दिनांक: 08/10/2018

वे नाव व पत्ता: IDBI

देयकाचा प्रकार: DHC रक्कम: रु.2000/-

ीर्स/धनादेश/पे ऑर्डर क्रमांक: 1910201807003 दिनांक: 19/10/2018

बँकेचे नाव व पत्ताः



20/10/2018

सूची क्र.2

दय्यम निबंधक : दु.नि. ठाणे 1

दस्त क्रमांक : 15445/2018

नोटंगी : Regn:63m

गावाचे नाव: देसाई

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

3130392

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

1694500

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

1) पालिकेचे नाव:ठाणे म.न.पा. इतर वर्णन :सदनिका नं: 405, माळा नं: 4था मजला, इमारतीचे नाव: मॅरेथॉन नेक्सटाऊन कोरल, ब्लॉक नं: मॅरेथॉन नेक्सटाऊन,ऑफ कल्याण शिळ फाटा, रोड : मौजे-देसाई,ता.व.जि. ठाणे,421204, इतर माहिती: सदनिका क्षेत्र 37.89 चौ.मी. कारपेट व बाल्कनी क्षेत्र 4.23 चौ. मी. कारपेट(रेरा प्रमाणे)((Survey Number : सर्वे नं. 140 ,142/1, 142/3, 220/1बी, 220/2, 220/5, 232, 141/2;))

(5) क्षेत्रफळ

1) 37.89 चौ.मीटर

- (6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.
- (7) दस्तऐवज करुन देणा-या/लिहन ठेवणा-या पक्षकाराचे नाव र्किवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्याम,प्रतिवादिचे नाव व
- (8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हक्मनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता
- 1): नाव:-मॅरेथॉन एनर-जन एल एल पी. यांच्या वतीने सिनियर मॅनेजर आणि अधिकृतं व्यक्ती श्री. द्वारकानाथ के.राव यांच्यावतीने कुलमुखत्यार म्हणून जिनेंद्र दुर्गे वय:-42; पत्ता:-प्लॉट नं: 702, माळा नं: -, इमारतीचे नाव: मॅरेथॉन मॅक्स, ब्लॉक नं: मुलुंड पश्चिम, रोड नं: मुलुंड गोरेगांव लिंक रोड, मुलुंड प. मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400080 पॅन नं:-AAUFM8302P
- 1): नाव:-सचिन रोहिदास शिंदे वय:-35; पत्ता:-प्लॉट नं: रूम नं. 14 , माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: सेंट जॉर्जस हॉस्पीटल कंपाउंड , टेलिफोन ऑफिस च्या जवळ , रोड नं: रामगड वसाहत , सी. एस . टी. , मुंबई , महाराष्ट्र, मुम्बई. पिन कोड:-400001 पॅन नं:-BWQPS9755M
- 2): नाव:-विद्या सचिन शिंदे वय:-31; पत्ता:-प्लॉट नं: रूम नं. 14 , माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: सेंट जॉर्जस हॉस्पीटल कंपाउंड , टेलिफोन ऑफिस च्या जवळ , रोड नं: रामगड वसाहत , सी. एस. टी. , मुंबई , महाराष्ट्र, मुम्बई. पिन कोड:-400001 पॅन न:-FFBPS7447E

(9) दस्तऐवज करुन दिल्याचा दिनांक

(10)दस्त नोंदणी केल्याचा दिनांक

(11)अनुक्रमांक,खंड व पृष्ठ

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

(14)शेरा

08/10/2018

20/10/2018

187900

30000

15445/2018

बधक वर्ग- र

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

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

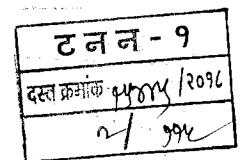
Department of Stamp & Registration, Maharashtra Receipt of Document Handling Charges 19/10/2018 1910201807003 PRN Received from SACHIN ROHIDAS SHINDE, Mobile number 9930970136, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office S.R. Thane 1 of the District Thane. **Payment Details** 19/10/2018 Date IBKL Bank Name REF No. 187004925 10004152018101905889 Bank CIN This is computer generated receipt, hence no signature is required. Department of Stamp & Registration, Maharashtra Receipt of Document Handling Charges 19/10/2018 1910201807062 Received from SACHIN ROHIDAS SHINDE , Mobile number 9930970136, an amount of Rs.320/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office S.R. Thane 1 of the District Thane. **Payment Details** 19/10/2018 Date Bank Name REF No. 187005307 10004152018101905938 Bank CIN

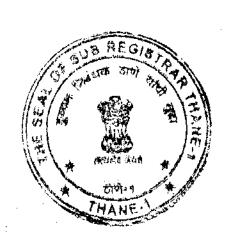
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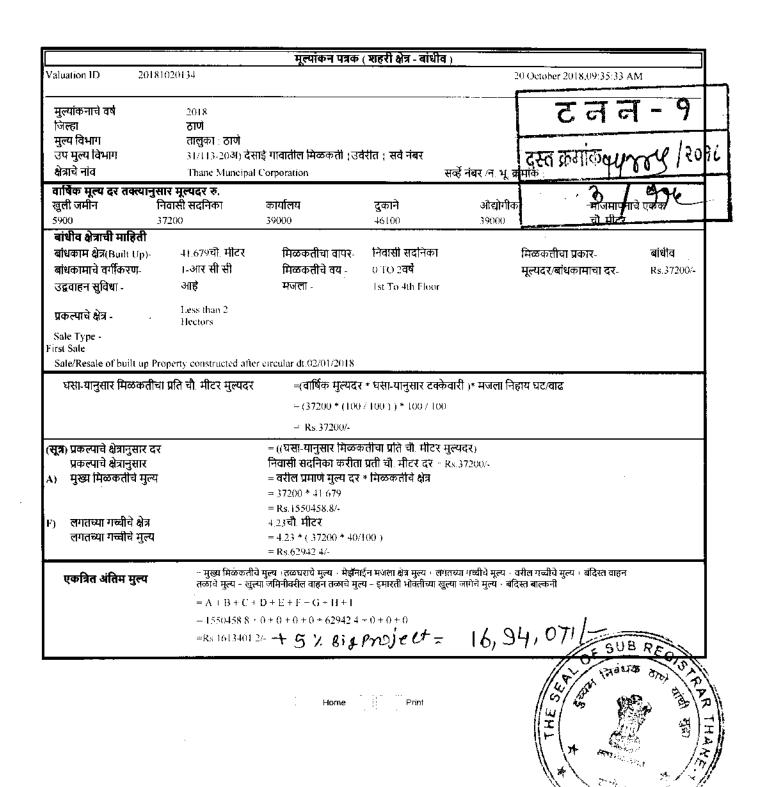
This is computer generated receipt, hence no signature is required.

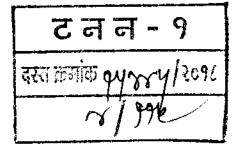


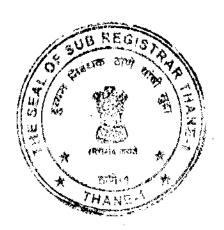








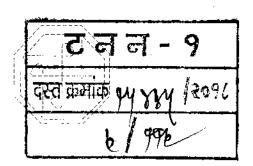






महाराष्ट्र शासन GOVERNMENT OF MAHARASHTRA ई-सुरक्षित बँक व कोषागार पावती E-SECURED BANK & TREASURY RECEIPT (e-SS २)

16196853798834 Bank Branch: IBKL - 6910331/MULUND Pmt Txn id : 185511041 16196853798834 Stationery No: PtTime : 08-OCT-2018@13:01:07 Print DtTime 08-OCT-2018 13:10:09 MH0069614042018 IGR113-THN1_HOR ChallanIdNo: 69103332018100850233 GRAS GRN Office Name District : 1201-THANE HOP GRN Date 08-0 StDuty Schm: 0030046401-75/STAMP DUTY StDuty Amt : R 1,87,900/- (Rs One, Eight Seven, Nine Zero Z २०१८ RgnFee Schm: 0030063301-70/Registration Fees RgnFee Amt : R 30,000/- (Rs Three Zero, Zero Zero Zero only Article : A25-Conveyance/Sale/Transfer/Assignment Deed Prop Mvblty: Immovable Prop Descr : FLAT NO 4 Consideration: R 31,30,392/-FLAT NO 405, BLDG CORAL, MARATHON NEXTOWN, OFF KALYAN, SHIL ROAD, VILLAG Prop Descr : FLAT NO 103,222 E DESAI, THANE, Maharashtra, 421204 Pan-RWOPS9755M, SACH Payer: PAN-BWQPS9755M, SACHIN ROHIDAS SHINDE AND OTHER Other Party: PAN-AAUFM8302P, MARATHON ENER GEN LLP KRISHNA KANT VERMA/कृष्ण कान्त वर्मा Bank official1 Na Signature सीरम सोनी /SAURABH SONI ASST. MANAGER/सहायक अबंधक सहायक प्रबंधक/ACST, MANAGER EiN-124662/कर्मचारी क्ट-124662 क्ष्मंयारी कूट/128329/EIN-128329 12 Name & Signature Bank official2 Space for customer/office Please write belo

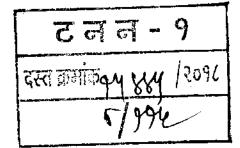




Hot Payment Successful. Your Payment Confirmation Number is 185511041

This Proof-Of-Payment i	s for obtaining E-SBTR from the selected bra				
Receipt of Online	receipt to get e-SBTR	men.			
GRN Number	MH006961404201819S				
GRN Received Date	08-Oct-2018 13:01:08	न दुन १			
Bank CIN	69103332018100850233 दस्त क्रमाव	5 94CKY /2096			
CIN Date	08-10-2018	7 8 4 7 1 2 1 2			
Payment Reference Number	185511041	196			
Stamp Duty Amount- 0030046401-75	187900.00				
Registration Fees Amount- 0030063301-70	30000.00				
Total	Rs.217900.00/-				
Amount in Words	Two Lakhs Seventeen Thousand Nine Hanned				
District	1201-THANE	10 m 30			
Office Name	IGR113-THN1_HQR SUB REGISTRA THE URBAN 1				
Branch Name	MULUND (173)				
Financial Year	2018-2019				
Duty Payer Party Name	SACHIN ROHIDAS SHINDE AND OTH	IER .			
Duty Payer ID	PAN-BWQPS9755M				
Article Code	A25-Conveyance/Sale/Transfer/Assignme Deed	nt			
Property Particulars	FLAT NO 405 BLDG CORAL MARA NEXTOWN OFF KALYAN SHIL ROA VILLAGE DESAI THANE Maharashtra 421204	$\mathbf{D} \vdash \mathbf{I}$			
Consideration Amount	3130392				
Movability	Immovable				
Property Area	42.12 Sq.Meter				
Other Payer Party Name	MARATHON ENER GEN LLP				
Other Payer Party ID	PAN-AAUFM8302P				
	/#I				

 $https://corp.idbibank.co.in/corp/BANKAWAYTRAN; jsessionid=00007XDW jiuE74uLgQ... \\ 10/8/2018$





Data of ESBTR for GRN MH0069614042018498

Bank - IDBI BANK

टनन-9

Bank/Branch

: IBKL - 6910331/MULUND

Pmt Txn id

: 185511041

Stationary No

: 16196853798834

Pmt DtTime

: 08/10/2018 13:01:07

Print DtTime

: 08/10/2018 13:10:09

ChallanidNo

: 69103332018100850233

GRAS GRN

: MH006961404201819S

District

: 1201 / THANE

GRN Date

: 08/10/2018 13:01:08

Office Name

: IGR113 / THN1_HQR SUB REGISTRA THANE URBAN 1

StDuty Schm

: 0030046401-75/ Stamp Duty(Bank Portal)

StDuty Amt

: Rs 1,87,900.00/- (Rs One Lakh Eighty Seven Thousand Nine Hundred Rupees Only)

RgnFee Schm

RgnFee Amt

: Rs 30,000.00/- (Rs Thirty Thousand Rupapothto be printed and used

Only for verification

Article

: A25

Prop Mybity

Consideration

: 31,30,392.00/-

Prop Descr

: FLAT NO 405BLDG CORALMARATHON NEXTOWNOFF KALYAN , SHIL ROADVILLAGE DESAITHANE

: Maharashtra

: 421204

: 100

Duty Payer

: PAN-BWQPS9755M SACHIN ROHIDAS SHINDE AND OTHER

Other Party

: PAN-AAUFM8302P MARATHON ENER GENILLP

Bank Scroll No

Bank Scroll Date

: 09/10/2018

RBI Credit Date

: 09/10/2018

Mobile Number

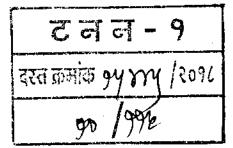
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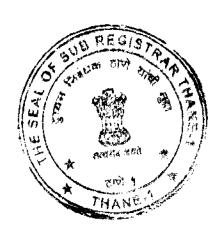




Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1	(iS)-73-15445	0004042068201819	20/10/2018-11:10:56	IGR113	30000.00
2	(iS)-73-15445	0004042068201819	20/10/2018-11:10:56	IGR113	187900.00
Total Defacement Amount					2,17,900.00





टनन-१ दस्त क्रमांक १५४४५/२०१८ १९/११९



THIS AGREEMENT FOR SALE ("this Agreement") is made at Mumbai this Of day of October, 20 1

BETWEEN

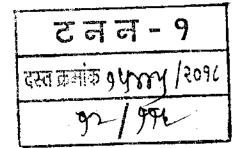
Marathon Ener-Gen LLP, a Limited Liability Partnership incorporated and registered under the provisions of the Limited Liability Partnership Act, 2008 and having its registered office at 702, Marathon Max, Mulund-Goregaon Link Road, Mulund (West), Mumbai-400 080, hereinafter referred to as "the Promoter" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the ONE PART

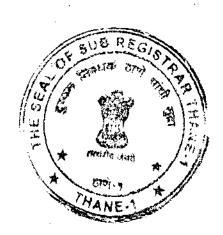
AND

Mr. Sachin Rohidas Shinde, Mrs. Vidya Sachin Shinde having his/her/their address at Room No 14, St. Georges Hospital Compound, Near Telephone Office, Ramgad Vasahat, C.S.T., Mumbai-400001, Maharashtra, hereinafter referred to as "the Allottee/s", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns) of the OTHER PART.

The Promoter and the Allottee/s are for the sake of brevity are individually referred to as "the Party" and collectively referred to as "the Parties".

1







WHEREAS:

A. The details pertaining to the title/rights/entitlement of the Promoter to the Large

i. (1) Vishnu Govind Mhatre, (2) Banubai Vishnu Mhatre, (3) Dashrath Vishnu Mhatre natural guardian for Nikita, Viki and Rajat), (4) Parvatibai Dashrath Mhatre, (5) Praka (for self and as a natural guardian for Darshna, Payal and Alpita), (6) Kalubai Prakash Mhatre, (7) Prahlad Vishnu Mhatre, (8) Kalpana Prahlad Mhatre, (9) Chandrakant Vishnu Mhatre, (10) Savita Chandrakant Mhatre, (11) Shashikala Vasudev Salvi (before marriage Shashikala Vishnu Mhatre), (12) Pushpa Sharad Patil (before marriage Pushpa Vishnu Mhatre), (13) Muktabai Vishnu Mhatre, (14) Ramesh Vishnu Mhatre (for self and as a natural guardian for Atul and Prem), (15) Anju Ramesh Mhatre, (16) Subhash Vishnu Mhatre (for self and as a natural guardian for Jia), (17) Vidya Subhash Mhatre, (18) Rama Nana Patil (before marriage Rama Vishnu Mhatre), (19) Vandana Dilip Patil (before marriage Vandana Vishnu Mhatre), (20) Shaila Manoj Patil (before marriage Shaila Vishnu Mhatre), (21) Kisan Govind Mhatre, (22) Anandi Kisan Mhatre, (23) Pandhari Kisan Mhatre, (24) Sharidas Kisan Mhatre, (25) Reshma Kisan Mhatre, (26) Nirabai Karsan Mhatre (for self and as a natural guardian for Tejas), (27) Monika Karsan Mhatre, (28) Nitesh Karsan Mhatre, (29) Premabai Kaluram Mhatre, (30) Housabai Gulab Bedekar, (31) Babybai Hanuman Patil, (32) Mamata Tulshiram Mhatre (for self and as a natural guardian for Sarika and Sajan), (33) Navnath Tulshiram Mhatre, (34) Mohini Tulshiram Mhatre, (35) Motiram Bendu Mhatre (on behalf of Rasika, Suraj, Bhavika and Namrata as their natural guardian), (36) Sulochana Motiram Mhatre, (37) Jijabai Govind Bhoir, (38) Hasubai Shantaram Mhatre, (39) Baburao Shantaram Mhatre, (40) Jijabai Babaurao Mhatre, (41) Rajesh Baburao Mhatre (for self and as a natural guardian for Kaushik), (42) Ranjana Rajesh Mhatre, (43) Malti Bharat Patil, (44) Rupa Nandkumar Mhatre, (45) Nita Rupesh Fulare, (46) Indrabai Dattu Patil, (47) Manubai Jagan Thakur, (48) Chandrabai Narayan Patil, (49) Sumitra Bhim Patil (50) Sugandhabai Kishore Tare, (51) Shevantabai Kana Bhoir, (52) Vijay Baburao Mhatre, (53) Vasant Shankar Mhatre, (54) Rajaram Wasant Mhatre (55) Sunita Rajaram Mhatre, (56) Sundarabai Suresh Mhatre, (57) Ranjana Balaramu Bhagyavant, (58) Sangita Baliram Wayle (59) Archana Balaram Patil, (60) Tarabai Gopinath Bhoir, (61) Mathura Parshuram Patil, (62) Jaibai Gajanan Alimkar, (63) Kamlabai Kana Mhatre, (64) Barkubai Prabhakar Thakur, (65) Maruti Shankar Mhatre Horsest and as a natural guardian for Vikas, Akash and Atish), (66) Gangubai Maruti Mhatte (67) Sarish Vasant Mhatre (for self and as a natural guardian for Mayuresh), (68) Nilam Satisfie Minatre, (69) Dwarsabar Ratan Mhatre, (70) Sunil Ratan Mhatre (for self and as a natural guardian for Myskan), (7) Safiam Sunil Mhatre, (72) Anjani Ganesh Patil, (73) Vinod Ratan Mhatre (for self and as a natural guardian for Khushir, 174) Seema Vinod Mhatre, (75) Shripat Shankar Mhatre, (76) Yamuna Shupat Mhatre, (78) Pravin Shripat Mhatre, (79) Deepa Yashwant Mhatre, (80) Kalpana Shripat Mhatre, (81) Monika Shripat Mhatre, (82) Nagubai Narayan Mhatre, (83) Lahu Narayan Mhatre, (84) Golahkai Lahu Mhatre, (85) Premnath Lahu Mhatre (for self and as a natural guardian for Premay Vighnesh and Janvi), (86) Savita Premnath Mhatre, (87) Manisha Vinod Patil, (88) Anita Varghese Patil, (89) Devidas Lahu Mhatre, (90) Indubai Gangaram Mhatre, (for self and as a natural guardian for Menka), (91) Soumitra Keshav Mhatre, (92) Vishwas Keshav Mhatre, (93) Kiran Keshav Mhatre, (94) Rupesh Keshav Mhatre, (95) Ramdas Narayan Mhatre (for self and as a natural guardian for Akshay), (96) Ranjana Ramdas Mhatre, (97) Ranjita Ramdas Mhatre, (98) Kajal Ramdas Mhatre, (99) Sitabai Ramchandra Patil, (100) Suman Vasant Pawar, (101) Parvatibai Shivram Patil, (102) Draupadabai Tulshiram Patil, (103) Janabai Pandhari Patil, (104) Budhubai Pandurang Mhatre, (105) Shantabai Waman Mhatre, (106) Manda Balaram Mhatre, (107) Kavita Sanjay Mhatre, (108) Chayabai Padmakar Mhatre, (109) Sunil Padmakar Mhatre (for self and as a natural guardian for Shraddha, Hinduja and Swayambhu), (110) Reshma Sunil Mhatre (111) Dinesh Padmakar Mhatre, (112) Rekha Ashok Desle, (113) Jayashri Padmakar Mhatre, (114) Bhaskar Pandurang Mhatre, (115) Kalubai Bhaskar Mhatre (116) Ranjit Bhaskar Mhatre (for self and as a natural guardian for Nitishri and Jai), (117) Swati Ranjit Mhatre, (118) Arun Bhaskar Mhatre (for self and as a natural guardian for Kirtika) and (119) Rajani Arun Mhatre, (hereinafter referred to as "the Owners") all adult/s, Indian Inhabitant/s of Thane, all residing at Village Desai, Khidakali, Taluka and District-Thane, are the owners of all those pieces and parcels of land bearing Survey No.140, Survey No.142 Hissa No.1, Survey No.142 Hissa No.3, Survey No.220 Hissa No.1B, Survey No.220 Hissa No.2, Survey No.220 Hissa No.5, Survey No.232 and Survey No.141 Hissa No.2, admeasuring about 56,330 square meters in the aggregate situate, lying and being at Village Desai, Taluka-Thane, District-Thane and more particularly described in the First Schedule hereunder written (hereinafter referred to as "the Larger Land") and delineated with red colour boundary line on the plan annexed hereto and marked as Annexure "2".

ii. By and under a Development Agreement dated 20th May, 2008 ("the Development Agreement")

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executed between M/s. Mateshwari Realtors through its partners 1)Mr. Mahendra Shamji Patel and 2) Mr.

Sharesh Marayaninai Bhanushali (of the one part) ("Mateshwari Realtors") and Shri Vishnu Govind

Mhatre and others - the Owners, the Owners granted to Mateshwari Realtors development rights in

messpect of the Larger Land in the manner, for the consideration which includes constructed area (hereinafter
referred at the "Owners") in the buildings to be developed on the said Larger Land
and on the terms and conditions mentioned therein.

Since the Development Agreement remained to be registered, subsequently, the Parties to the Development Agreement executed a Confirmation/Consent Deed dated 17th April, 2009 ("the Confirmation Deed"). The Development Agreement was annexed to the Confirmation Deed. The Confirmation Deed has been registered with the office of the Sub-Registrar of Assurances under Serial No.TNN1-01762 of 2009.

- iv. Pursuant to the Development Agreement, by and under 3 (three) powers of attorney dated 17th April, 2009, 18th April, 2009 and 28th May, 2009, the Owners granted various rights in favour of Mateshwari Realtors to develop the Larger Land including to sell flats/ shops/ units/ premises to be constructed on the Larger Land from time to time (save and except the units to be handed over to the Owners in terms of the Development Agreement). Under the aforesaid powers of attorney, Mateshwari Realtors were also authorised to appoint any other person as a constituted attorney and such constituted attorney appointed by Mateshwari Realtors would have the power to exercise the powers granted by the Owners under the above 3 (three) Powers of Attorney.
- v. By and under a Joint Venture Agreement dated 15th September, 2012 and registered with the Office of Sub-Registrar of Assurances under Serial No.TNN9-3797 of 2012 ("the Joint Venture Agreement") and executed between Mateshwari Realtors (therein referred to as the Venturist No.1 of the First Part), Marathon Realty Private Limited (therein referred to as the Venturist No.2 of the Second Part), Marathon Ener-Gen LLP (therein referred to as the Developers of the Third Part) and Vishnu Govind Mhatre & Ors. (therein referred to as owners of the Fourth Part), Mateshwari Realtors and Marathon Realty Private Limited mutually decided, determined and agreed to develop the Larger Land on joint-venture basis through Marathon Ener-Gen LLP in the manner, for the consideration and on the terms and conditions as mentioned therein.
- vi. Pursuant to the Joint Venture Agreement, Mateshwari Realtors executed a power of attorney dated 15th September, 2012 (registered with the office of the sub-registrar of assurances at Thane at Serial No.TNN9-3798 of 2012 in favour of, inter-alia, the Promoter authorise to do various acts, deeds, matters and things for the development of the said Larger Land including sale of flats/ shops/ units/ premises to be constructed on the said Larger Land.
- vii. By and under a Supplementary Agreement (to the Development Agreement) dated 10th January, 2014 and registered with the office of Sub-Registrar of Assurances at Thane—I under serial no.255 of 2014 and executed between M/s Mateshwari Realtors (therein referred to as the Purchaser of the First Part) and Shri Vishnu Govind Mhatre and 117 others (therein referred to as the Vendors of the Second Part) and Marathon Ener Gen LLP (therein referred to as the Purchaser of the Third Part), the Vendors of the Second Part at iner-alia gave their consent, no objection and confirmation to Marathon Ener-Gen LLP to the said Larger Land.
- viii. By and under a Supplementary Agreement (to the Development Agreement) dated 22nd August, 2014 and registered with the office of Sub-Registrar of Assurances at Thane 1 under serial no. 5524 of 2014 and executed between M/s Mateshwari Realtors (therein referred to as the Purchaser of the First Part) and Vishnu Govind Mhatre and 117 others (therein referred to as the Vendors of the Second Part) and Marathon Ener-Gen LLP (therein referred to as the Purchaser of the Third Part), the Vendors of the Second Part inter-alia gave their consent, no objection and confirmation to Marathon Ener-Gen LLP to develop the said Larger Land.
- ix. In these circumstances, the Promoter is entitled to develop inter alia the said Larger Land and to sell the flats/shops/ units/premises to be constructed thereon as per the Development Agreement dated 20th May, 2008. Title Report dated 30th December, 2014 and Addendum to Title Report dated 15th July, 2017 issued by Adv. Prasanna Tare certifying the title of the said Larger Land which is also annexed and marked as **Annexures "8" and "8A"** hereto.

B. By and under a permission dated 7th May, 2012, the Collector, Thane has granted non-agricultural permission

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("NA Permission") in the manner and on the terms and conditions mentioned therein. A conv. of the NA Permission is annexed hereto and marked as Annexure "3".

C. The Promoter is developing the said Larger Land in a phase-wise manner by utilization of the full development potential of the said Larger Land and the full FSI thereof (including fungible FSI, free FSI, premium FSI) and TDR or any other form of FSI as may be sanctioned from time to time by the competent authorities in accordance with all applicable laws, rules and regulations as may be in force at present and/or at any time hereafter.

- D. The Promoter proposes to develop the said Larger Land in phases and may amalgamate and/or sub-divide various layouts with the layout as furnished for the development of the said Larger Land. The Allottee/s has/have examined the layout and has confirmed that any amendment to the layout of the said Larger Land or any part thereof at any time in future, whether by way of amalgamation or sub division and/or in any manner whatsoever, shall be permissible and the nature of the scheme and the development to be undertaken by the Promoter would be required and shall not be objected to by the Allottee/s individually or jointly with others.
- E. As part of the phase-wise development of the said Larger Land, the Promoter is proposing to construct several buildings on the said Larger Land by utilisation of the full development potential thereof, as per the Sanctioned Layout Plan annexed hereto and marked as **Annexure "2"**.
- F. By and under its letter dated 1st November, 2011 bearing reference no. V.P. No.S11/0014/2010TMC/TDD/0497/11 issued by the Thane Municipal Corporation ("TMC"), TMC granted permission for the construction, subject to the terms and conditions stated therein.
- G. On 5th November, 2012 bearing reference no.V.P.No.S11/0014/2010TMC/TDD/0706/12 issued by the Thane Municipal Corporation ("TMC") TMC amended permission for the construction of, inter-alia, the Buildings to be constructed on the said Larger Land, subject to the terms and conditions stated therein. A copy of the said development permission dated 5th November 2012 is annexed hereto and marked as Annexure "4".
- H. By and under amended development permission and a Commencement Certificate dated 30th April, 2013 and 4th November, 2015 issued by TMC and bearing reference no.V.P. No.S11/0014/2010TMC/TDD/0847/13 and V.P. No. S11/0014/10TMC/TDD/1544/15 respectively the Buildings to be constructed and legal and subject to the terms and conditions stated therein. A copy of the said development appears of 1414 4th November, 2015 is annexed hereto and marked as Annexure "5".
- I. By and under amended development permission dated 22nd March, 2016 issued by TMC and bearing reference no.V.P.No.S11/0014/10 TMC/TDD/PCC/0549/16, TMC amended the remaission for construction of the Buildings to be constructed on the said Larger Land, subject to the terms and conditions stated therein.
- J. By and under amended development permission dated 30th August, 2016 issued by TMC and bearing reference no.V.P.No.S11/0014/10 TMC/TDD/PCC/0614/16, TMC amended the permission for construction of the Buildings to be constructed on the said Larger Land, subject to the terms and conditions stated therein.
- K. By and under Occupancy Certificate dated 5th May, 2017 bearing reference no.V.P.No.S11/0014/10 TMC/TDD/OCC/0356/17 is granted for Building A,B,C for stilt and upto 18th(part) floor on the terms and conditions stated therein.
- L. By and under amended Development Permission and Commencement Certificate dated 25th January, 2018 bearing reference no. V.P.No.S11/0014/10TMC/TDD/2494/18 issued by TMC, TMC amended the permission for construction of the Buildings to be constructed on the said Larger Land, subject to the terms and conditions stated therein. A copy of the Commencement Certificate dated 25th January, 2018 is annexed hereto and marked as Annexure "6".
- M. The Allottee/s is/are aware that the Promoter proposes to construct building/s to be leased/conveyed to Maharashtra Metropolitan Region Development Authority ("MMRDA" and/or Maharashtra Housing and Area Development Authority "MHADA") under Economic Weaker Section Scheme and/or Low Income Group Scheme and/or under any such scheme which may be permitted by the competent authorities from time to time and known as ("MMRDA and/or MHADA Building/s"). The Promoter intends to grant a lease or give a conveyance of the MMRDA and/or MHADA Building/s along with the demarcated portion of the Larger Land (hereinafter to as "MMRDA and/or MHADA Land") to MMRDA and/or MHADA. The Allottee/s agrees, confirms and undertakes that he has no objection and will not object to the Promoter constructing the MMRDA and/or MHADA Building/s on the MMRDA and/or MHADA Land and leasing/conveying the same to MMRDA

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and or MHADA Building/s is/are to be constructed and the Allottee/s agrees and gives his consent to the same and will the MMRDA and/or MHADA Building/s is/are to be constructed and the Allottee/s agrees and gives his consent to the same and will the MMRDA and/or MHADA Building/s through/over the said Larger Land and grant necessary rights of way/ access and other such rights and the Allottee/s agree not to raise any objection in this neard. The Allottee/s is/are aware that, right of way in the said Larger Land is common to all the buildings in the Larger Land including the MMRDA and/or MHADA buildings the Allottee/s irrevocably agrees not to raise any objection in this regard.

- N. The Promoter also intends to subsequently develop the balance portion of the said Larger Land not forming part of the said Land (defined hereinafter) as a common layout in a phase-wise manner.
- O. The rights retained by the Promoter under this Agreement in terms of exploitation of the present and future development rights with respect to the said Larger Land shall continue even after the execution of this Agreement or after the vesting of the said Land, Building or Wing or any part thereof in favour of the Society. The vesting of the said land, building or wing or any part thereof in favour of the Society/Apex body shall be in accordance with the provisions 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 ("MAHA RERA Rules"). It is specifically clarified that the rights over unsold premises and unallotted car parks shall be exclusively with the developer/promoter even after any land/ building/wing or any part thereof has been vested in favor of the society/apex body and the same shall be governed by provisions of RERA and MAHA RERA Rules.
- P. The Allottee/s enters into this Agreement after seeking legal advice on the various clauses and the rights retained by the Promoter under this Agreement.
- Q. Details of mortgage or lien or charge on the Larger Land is mentioned below:
 - i. By and under the Indenture of Simple Mortgage dated 28th March, 2014 registered with Sub-Registrar of Assurance at Thane-9, Vide No.TNN5-9-2031 of 2014 ("the said Mortgage Deed"), the Promoter has created charge on the said Larger Land as more particularly set out in the said Mortgage Deed with Axis Bank Ltd. having its Registered Office at Trishul, 3rd floor, Opp. Samartheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad-380 006 and one of its branches at Corporate Banking Branch, Axis House, Corporate Banking Branch, Axis House, Worli, Thor, Wadia International Centre, Worli, Mumbai-400025, ("the Said Bank /Mortgagee") and arreated southy thereon to secure repayment of monies due and payable by Promoter to the said "Bank/Mortgage" together with interest and any costs incurred in connection thereon on the terms and contains as the particularly set out therein.
 - Deed of Release of Charge Over Mortgage Property dated 27th April, 2017 registered with the office of the Sub-Registrar of Assurances at Thane-9 under Serial No.TNN9-2872-2017, the mortgaged property mortgaged vide Indenture of Simple Mortgage dated 28th March, 2014 has been re-conveyed by the said Bank/Mortgagee in favour of the Promoter.
 - iii. By virtue of Facility Agreement made in the year 2017 and executed between the Promoter and Others and LIC Housing Finance Limited ("Lender"), the Promoter and Others have obtained the Loan on the terms and conditions mentioned therein. By virtue of the Security Trustee Agreement dated 31st March, 2017, Unit Trust of India Investment Advisory Services Limited has been appointed as a Security Trustee/ Agent on behalf of Lender on the terms and conditions mentioned therein. In connection with the Security Trustee Agreement, Indenture of Mortgage dated 31st March, 2017 registered with Sub-Registrar of Assurance at Thane-9 under Serial No.TNN9-2873-2017 on 27/04/2017, the Promoter and Others have created charge on part of the said Larger Land as more particularly set out in the said Mortgage Deed dated 31st March, 2017 with Unit Trust of India Investment Advisory Services Limited, having its registered office at UTI Tower, GN Block, Bandra Kurla Complex, Bandra East, Mumbai-400 051 ("Security Trustee") on the terms and conditions mentioned therein. The Promoter shall obtain a No Objection Certificate from the said Lender.

R. The Promoter is entitled to construct buildings on the Larger Land in accordance with the Recitals hereinabove.

The Promoter is undertaking the development of the Larger Land in a phase-wise manner.

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T. The building known as 'Marathon Nextown Coral ("said Building") is 20 hours of the land admeasuring 806.67 square meters being the portion of the Larger Land ("said Land") and is more particularly specified in the Second Schedule hereunder written and is comprising of 1 Plinth, 1 Stilt, upto 16th Floor (sanctioned) is a phase of the Whole Project (as defined below) and proposed as a "Real Estate Project by the Project and has been registered as a 'Real Estate Project' to be known as 'Marathon Nextown Coral ("the Real Estate Project") with the Real Estate Regulatory Authority ("Authority"), under the provisions of Section 5 of the "RERA" and read with the provisions of the "MAHA RERA Rules". The Authority has duly issued the Certificate of Registration No P51700000952 dated 25th July, 2017 for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as Annexure "11" hereto.

- U. Pursuant to the sanctioned plans as amended from time to time, the Promoter has commenced construction on the said Land of the Building, consisting of stilt and upto 16th Floor, in accordance with the building rules and regulations and such other laws, rules and regulations as may be in force at present and/or at any time hereafter and also subject to such terms and conditions as may be imposed by the concerned authority or any other Competent Authority. The Sanctioned Layout Plan is annexed hereto as Annexure "2".
- V. The Promoter has also informed the Allottee/s and the Allottee/s is/are aware that plans have been sanctioned for the stilt and upto 16th Floor of the said Building.
- W. The Allottee/s is/are informed and is aware that the said Land forms part of the said Larger Land, the common areas and amenities may be enjoyed by the Allottee/s of other buildings/real estate projects registered or proposed to be registered in future constructed/to be constructed on the said Larger Land and also buildings to be constructed from time to time by the Promoter on the said Larger Land.
- X. The Allottee/s has/have, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee/s has/have also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the MAHA RERA Rules and has understood the documents and information in all respects.

Y. The principal and material aspects of the development of the Real Estate Project is as more particularly specific in the Fourth Schedule hereunder written ["Whole Project and Real Estate Project Details"]. Other detail about the Real Estate Project are briefly stated below-

- i. The development of the tower/wing of a building known as "Marathon Nextown Coral" comprising of Plinth, 1 Stilt and Upto 16th floor is a phase of the Whole Project (as defined below) and proposed as a "Real Estate Project" by the Promoter and has been registered as a 'Real Estate Project of known as "Marathon Nextown Coral" ("the Real Estate Project") with the Real Estate Regulatory Authority ("Authority"), under the provisions of RERA and read with the provisions of the MAHA RERA Rules.
- ii. The Real Estate Project shall comprise of units/premises consisting of apartments, flat/s, tenement/s, duplexes, penthouses, offices, shops.
- iii. The details of the Sanctioned and Proposed FSI for the Real Estate Project are specified in the Fourth Schedule. The additional FSI, over and above the sanctioned FSI, could be utilized by the Promoter on account of the increase in the Floor Space Index in the locality or Floor Space Index available by paying premium or price to authorities or additional Floor Space Index becoming available on account of acquisition of Transferable Development Rights, or TDR that may be available due to development of amenity space, amalgamation of land parcels, changes in Development Plan, change in the DC Regulations or revised/New DC Regulations or other provisions under which additional FSI shall be made available to the development.
- iv. The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s are listed in the Sixth Schedule hereunder written ["Real Estate Project Amenities"].

7. The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee/s and

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and issert in the Fifth Schedule hereunder written ["Whole Project Amenities"]. The common areas and amenities for the Whole Project shall be completed in a phase wise manner and shall be completed at the time of completion of the Whole Project.

The Allottee's is/are aware and informed that the Promoter is proposing to develop the said Larger Land in a phase-wise manner and the Allottee's is/are also aware and informed that the Promoter may propose some amendments in the said sanctioned plans, layout plans and the building plans in respect of the said Land and/or the Larger Land. The Allottee's has/have perused and/or been provided with copies of sanctioned plans for the development of the said Land and the Larger Land. The Promoter, at his option, may decide to subsequently or simultaneously develop the other parcels of lands forming part of the larger layout or the Whole Project and/or to amalgamate/further sub-divide inter-alia the said Land with the other portion of the said Larger Land which may result in the amendments and/or revisions and/or modification of the sanctioned plans and the Building Plans and/or the re-location of the recreations and amenities without affecting the location, area or dimension of the said Premises. However, the aggregate recreational space admeasuring for the Whole Project shall remain unchanged.

- vii. The Promoter may amalgamate and/or sub-divide various layouts with the layout as furnished for the development of the said Larger Land. The Allottee/s has/have examined the layout and has confirmed that any amendment to the layout of the said Land or the said Larger Land or any part thereof at any time in future, whether by way of amalgamation or sub division and/or in any manner whatsoever, shall be permissible and the nature of the scheme and the development to be undertaken by the Promoter would be required and shall not be objected to by the Allottee/s individually or jointly with others.
- viii. The Promoter shall be entitled to put hoarding/boards of their Brand Name Marathon Nextown, Marathon Realty, Marathon Group, Mateshwari Builders or Mateshwari Realtors or any other third party brand associated with the Promoter or the Whole Project in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select and decide hoarding/board sites.
- ix. It is expressly agreed that the Promoter shall be entitled to put a hoarding or give on lease site for pager station, cell base station and telecom towers solar panels if any on the said Land/Larger Land or on the Buildings or any part thereof including the terrace and the said hoardings may be illuminated or comprising neon sign and for that purpose Promoter is fully authorized to allow temporary or permanent erection or installation either on the exterior of the Building as the case may be and the Allottee/s agrees not to object or dispute the same. The Promoter shall be entitled to install its logo in one or more places in or upon the Building and the Promoter reserves to itself full and free right of way and means and access to such place or the purpose of repair, painting or changing the logo.

The derails of formation of the Society, and, conferment of title upon the Society with respect to the Real Estate Project are more particularly specified in this Agreement.

The above de his along with the annexures to the RERA Certificate, are available for inspection on the behing of the histority at. https://maharera.mahaonline.gov.in.

The purpose and material aspects of the development of the Larger Land ("Whole Project") as more particularly specified in the Fourth Schedule hereunder written, are briefly stated below:-

- i. The Whole Project is known as 'Marathon Nextown'. The area of the Larger Land to be developed in a phase-wise manner as more particularly specified in the Fourth Schedule ["Whole Project and Real Estate Project Details"].
- ii. Besides the phase(s) which are registered under RERA as declared above the Promoter shall from time to time be registering balance development potential on the Larger Land as per the Proposed Layout Plan annexed hereto as Annexure "12" as multiple phases, under RERA with the RERA Authority.
- iii. It is agreed by the Allottee/s that no consent of Allottee/s shall be required for constructing Building(s), Upper Floors on the Building(s) and/or Wing(s) which can utilize the full FSI proposed to be utilized on the said Larger Land as the same is fully disclosed in this Agreement.

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iv. The details of total FSI sanctioned and proposed for the Whole Project is as more particularly specified in the Fourth Schedule ["Whole Project and Real Estate Project Details (1977)]

v. The Promoter proposes to undertake the development of the Real Estate Project/Whole Project as per the Proposed Layout Plan. The Allottee/s has/have perused a copy of the Proposed Layout Plan ("Proposed Layout Plan") which specifies the location of the existing as well as new/future/further buildings/towers/wings to be built on the Larger Land, and also, the tentative locations where public amenity/ reservations and other open and built-upon spaces are proposed to be situate. The copy of the Proposed Layout Plan is annexed and marked as Annexure "12" hereto.

- vi. The scheme and scale of development proposed to be carried out by the Promoter on the Larger Land in accordance with applicable law as amended from time to time is as mentioned in this Agreement.
- vii. The Promoter shall be entitled to put hoarding/boards of their Brand Name Marathon Nextown, Marathon Realty, Marathon Group Mateshwari Builders and Realtors or any other third party brand associated with the Promoter or the Whole Project in the form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Larger Land or part thereof and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time. The Promoter shall also be entitled to place, select and decide hoarding/board sites. The Promoter has full and free right of way and means to access such place on the Larger Land or any part thereof for the purposes of repair, painting or changing the logo.
- viii. It is expressly agreed that the Promoter shall be entitled to put a hoarding or give on lease site for pager station, cell base station and telecom towers solar panels if any on the said Land/Larger Land or on the Buildings or any part thereof including the terrace and the said hoardings may be illuminated or comprising neon sign and for that purpose the Promoter is fully authorized to allow temporary or permanent erection or installation either on the exterior of the Building as the case may be and the Allottee/s agrees not to object or dispute the same. The Promoter shall be entitled to install its logo in one or more places in or upon the Building and the Promoter reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo.
- ix. The Promoter shall be entitled to confer title of particular building/tower/ wing/Real Estate Project to such Society/Other Societies, as mentioned in this Agreement.
- x. The details of formation of the Apex Body, and, conferment of title upon the Apex Body with respect to the Larger Land and all common areas, facilities and amenities, basements (if any), podiums(if any) and other spaces and areas on the Larger Land as mentioned in this Agreement.
- xi. The statutory approvals mandatorily require the Promoter to handover certain stipulated percentage of the Larger Land to the concerned authorities or develop the same as publical menity the Promoter chall determine and identify the portion and location of the part of the Larger Land for the handed brentfor complying with the terms and conditions of statutory approvals. Such partion of the Larger Land left over after handing over the stipulated percentage if any, to the Concerned Authority or Statutory Authority and/or developing as a public amenity, only would be available either for transferring to the Apex Body.
- xii. The nature of development of the said Larger Land will be phase wise and would constitute a mixture of users as may be permissible under applicable law from time to time.
- xiii. The Promoter would be entitled to aggregate any contiguous land parcel with the development of the Larger Land, as provided under the Proviso to Rule 4(4) of the MAHA RERA Rules.
- xiv. The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the Larger Land (defined below), in full or in part, as may be required by the applicable law from time to time.
- xv. The above details and further aspects of the proposed future and further development of the Larger Land, are available for inspection on the website of the Authority at "https://maharera.mahaonline.gov.in".

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AA. The allettee's is/are desirous of purchasing a residential premises/flat in the Real Estate Project, the details whereof are more particularly specified in the Third Schedule hereunder written and the other details whereof are precified in Annexage "10" hereto "Premises and Transaction Details" (hereinafter referred to as the

The Promote has entered into Standard Agreement/s with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. The details of Architects are more particularly specified in Fourth Schedule ("Whole Project and Real Estate Project Details").

- CC. The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Real Estate Project shall be under the professional supervision of the Architect and the Structural Engineer (or any suitable replacements/substitutes thereof) till the completion of the Real Estate Project.
- DD. The Promoter has the right to sell the said Premises in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee/s of the said Premises to receive the sale consideration in respect thereof.
- EE. On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the Larger Land, and the plans, designs and specifications prepared by the Promoter's Architects, and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including inter-alia the following:
 - i. Sanctioned plans, layout plans, building plans, floor plans, change of user permissions, IOD, C.C., NA Permission etc.
 - ii. Title documents recited hereinabove by which the Promoter has acquired the right and entitlement to develop the Larger Land.
 - iii. The authenticated copies of the 7/12 Extract (Village Form VII-XII) with respect to the said Larger Land, which are annexed and marked as **Annexure** "7" hereto.
 - iv. The authenticated copy of the Sanctioned Floor Plan of the said Premises, is annexed and marked as **Annexure** "9" hereto.
- FF. Further, the requisite approvals and sanctions, for the development of the Real Estate Project from the competent authorities are obtained/being obtained by the Promoter.
- GG. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans and amended proposed plans and approvals and permissions, as referred hereinabove.
- HH. The carpet area of the said Premises as defined under the provisions of RERA, is as more particularly specified in **Third Schedule hereunder** written and **Annexure "10"** ("**Premises and Transaction Details"**). For the said of clarity the Carpet Area as per RERA and the Carpet Area as per the Maharashtra Ownership Flats (Regulation of the Provious of Construction, Sale, Management and Transfer) Act, 1963 (MOFA) are as defined below.

The Carpet (as per RERA) means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area experred by the internal partition walls of the apartment.

Explanation. The purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee;

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(ii) The Carpet Area (as per MOFA) means the net usable floor area within a building excluding that covered by the walls or any other areas specifically exempted from floor space index computation under pevelopment Control Regulation.

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of each other to faithfully abde by all

II. The Parties relying on the confirmations, representations and assurances of each other to faithful the terms, conditions and stipulations contained in this Agreement and all applicable laws, are enter into this Agreement on the terms and conditions appearing hereinafter.

- JJ. The Promoter has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase and acquire from the Promoter, the said Premises, at or for the consideration as more particularly specified in the Annexure "10" ("Premises and Transaction Details") annexed hereto and upon the terms and conditions mentioned in this Agreement ("Sale Consideration"). Prior to the execution of these presents, the Allottee/s has/have paid to the Promoter part payment of the Sale Consideration of the said Premises agreed to be sold by the Promoter to the Allottee/s (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the same has been more particularly specified in the Annexure "10" hereto.
- KK. The Sale Consideration amount mentioned herein was agreed between the Allottee/s and the Promoter on receipt of the initial payment. The agreed consideration may be higher than the market value for stamp duty payable on the date of the payment decided between the Parties. The stamp duty paid on this instrument may be different than the consideration for reason of it being executed at a later date than the initial agreement/payment as above.
- LL. Under Section 13 of the 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.
- MM. In accordance with and subject to the terms and conditions set out in this Agreement for Sale, the Promoter hereby agrees to sell and the Allottee/s hereby agrees 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 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. Construction:

i. The Promoter shall construct the Real Estate Project in accordance with the plans, designs and specifications as referred hereinabove, and as may be approved by the Concerned Authority or any other appropriate approving authority from time to time. The details of the Real Estate Project are more particularly specified in the Fourth Schedule hereunder written ["Whole Project and Real Estate Project Details"]. The Real Estate Project shall have the common areas, facilities and smenities that may be usable by the Allottee/s and are listed in the Sixth Schedule hereunder written (18 REG/S).

PROVIDED THAT the Promoter shall have to obtain prior consecution writing of the Allottee/se respect of any variations or modifications which may adversely affect the said Premise of the Allottee except, any alteration or addition required by any Government authorities, or, due to change in the Allottee Rules and Regulations and New DC Rules and Regulations, or, any change as contemplated by any of the disclosures already made to the Allottee/s.

ii. Proposed Layout Plan is annexed hereto and marked as Annexure "12" ("Proposed Layout Plan"). The Allottee/s consents and acknowledges that the Promoter will be entitled to develop the said Larger Land as per the Proposed Layout Plan and make necessary applications to all concerned authorities and obtain all necessary approvals and permission and undertake all necessary acts, deeds, matters and things.

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required for the purpose. The Promoter will accordingly be entitled to submit applications and obtain proposed Layout Plan.

iii. The Proposed Layout Plan and proposed building plans are tentative and the Promoter will be entitled to

changes thereto from time to time as required by the Concerned Authorities/Law.

3. Purchase of the said Premises and Sale Consideration:

i. The Allottee/s hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee/s said Premises in the Real Estate Project for the Sale Consideration as more particularly specified in the Annexure "10" ["Premises and Transaction Details"]. The entire details in respect of the said Premises including the carpet area in square meters as per the provisions of RERA, floor of Tower/Wing/Building, consideration value etc. of the said Premises is as more particularly specified in the Annexure "10" ["Premises and Transaction Details"]. The said Premises is shown in the Sanctioned Floor Plan is annexed and marked as Annexure "9" hereto.

- ii. The Allottee/s has/have paid before execution of this Agreement an amount more particularly specified in the **Annexure "10"** is annexed hereto and hereby agrees to pay to the Promoter the balance amount of Sale Consideration as per the payment schedule is more particularly specified in the **Annexure "10"**. The Receipt of the amounts paid by the Allottee/s to the Promoter has been annexed hereto as **Annexure "1"**.
- iii. In accordance with the progress of construction of the Real Estate Project, the Promoter shall intimate the Allottee/s about the stage-wise completion of the Real Estate Project as detailed in the Payment Schedule set out in **Annexure "10"** hereto, and shall call upon the Allottee/s to make payments as per the installments mentioned in **Annexure "10"** hereto (the payment at each stage is individually referred to as "the **Installment**" and collectively referred to as "the **Installments**"). On a written demand being made by the Promoter upon the Allottee/s with respect to a payment amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee/s shall pay such amount to the Promoter, within 15(fifteen) days of the Promoter's said written demand, without any delay, demur or default, time being of essence.
- iv. U/s.194 IA of Income Tax Act, 1961, the Allottee/s is/are required to deduct 1% TDS on payment when the consideration of the said Premises exceed to Rs.50 Lacs and issue the Promoter Form 16B about such deduction. For bookings/reservations of flat/premises made on or after 1st June, 2018, the Allottee shall pay the TDS against the installment of Sale Consideration to the Promoter and the Promoter shall deposit the TDS in the concerned government account on behalf of the Allottee.
- v. It is clarified that Sale Consideration shall be payable by the Allottee/s for deposit in the Bank Account for the Real Estate Project, the details of the Bank Account are more particularly specified in the Annexure "10" ["Premises and Transaction Details"] is annexed hereto and the same shall be used by the Promoter as per the provisions of RERA and MAHA RERA Rules.
- vi. The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, Property Tax, CGST and SGST and all levies, duties and cesses or any other indirect taxes which may be said Prefixed and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable new or which may become applicable/payable in future) including Service Tax, VAT, CGST and SGST 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 artificial payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the part Reemiges, shell be borne and paid by the Allottee/s alone and the Promoter shall not be liable to the part Reemiges, shell be borne and paid by the Allottee/s alone and the Promoter shall not be liable to the part Reemiges is as more particularly specified in the Annexure "10" ["Premises and tails"] annexed hereto.

vii. The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, Local Bodies/Government from time to time.

The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in

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development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall encloud 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 in subsequent payments.

viii. The Promoter shall confirm the final carpet area that has been allotted to the Allottee's after the construction of the said Building/Real Estate Project is complete and the Occupation Certificate is granted by the concerned authority or any other appropriate approving authority from time to time, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total Sale Consideration 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 beyond the defined limit of 3% (three percent), then, the Promoter shall refund the excess money paid by the Allottee/s within 45 (forty-five) days with 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 the Allottee/s beyond the defined limit of 3% (three percent), the Promoter shall demand additional amount from the Allottee/s towards Sale Consideration, which shall be payable by the Allottee/s prior to taking possession of the said Premises. It is clarified that the payments to be made by the Promoter/Allottee/s, as the case may be, under this Clause No. 3(viii), shall be made at the same rate per square meter as agreed in Clause No.3(i) of this Agreement and as more particularly specified in Clause No.(IV) in the Annexure "10" annexed hereto.

- ix. The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, including TDS, 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 payments in any manner. The rights of the Promoter under this clause are without prejudice to the rights and remedies of the Promoter under this Agreement and at law in case of the breach by the Allottee/s of any term of this Agreement.
- x. If the Allottee/s enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed in Clause No.3(iii) above and in accordance with the payment schedule more particularly specified in the Annexure "10" and as mentioned in this Agreement (which will not absolve Allottee/s of its responsibilities under this Agreement).
- xi. The Promoter shall be entitled to securitize the Sale Consideration and other amounts payable by the Allottee/s 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/s under this Agreement or any part thereof Upon receipt of such intimation from the Promoter, the Allottee/s shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.
- 4. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned authority or competent authority any other appropriate approving authority, at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Premises to the Allottee/s, obtain from the concerned authority or any other appropriate approving authority the Occupation Certificate or Completion Certificate in respect of the said Premises.
- 5. Time is of the essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time a hedule for completing the said Premises and handing over the said Premises to the Allottee/s after reselving the Occupation Certificate in respect thereof and the common areas, facilities and afferings in the Beal Estate Project that may be usable by the Allottee/s and are listed in the Sixth Schedule hereunder written.

Similarly, the Allottee/s shall make timely payments of all installments of the Sala Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations and the the Agreement.

6. Car Parking Slot/s:

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Vehinde Atlottee/s i. The Allottee/s has/he we requested the Promoter to allot NIL number of car parking slot/s to the Allottee/s.

On the requested the Allottee/s, the Promoter hereby agrees to allot to the Allottee/s NIL number of imechanical stackable/non-stackable/puzzle covered parking slot/s ("Car Parking Slot/s") as per availability. The details about the nature of car parking slot/s number/s, location of the car park/s, car parking number/s stall be separately communicated to the Allottee/s at the time of handing over of possession of the said Premises.

- ii. The Allottee/s is/are further aware that, the Promoter has not allotted the Car Parking Slot/s to those allottee/s who have not requested for the allotment of Car Parking Slot/s and hence those Allottee/s is/are not entitled to use Car Parking Slot/s.
- iii. The entire development will take place in a phasewise manner and the basements/stilt of all buildings are linked together. On handover of the said Premises to the Allottee/s it is possible that the Allottee may not get car parking which is allotted to him/her under this Agreement. In such case, the Allottee/s agrees that, at the time of handover of possession of the said Premises temporary car parking may be allotted to the Allottee/s and permanent car parking will be allotted subsequently. At the time of allotment/handover of the permanent car parking the Allottee/s undertakes to simultaneously handover the temporary car parking to the Promoter without any delay or demur.
- iv. The usage of Car Parking if allotted by the Promoter in favour of the Allottee/s shall be governed as follows:
 - a. The allotment of the Car Parking Slot/s shall be at the sole discretion of the Promoter and the Allottee/s shall not dispute and/or object the same for any reason whatsoever.
 - b. The Allottee/s is/are aware that the Promoter has proposed car parking in stilt. Car Parking Slot/s may be either mechanical stackable or non-stackable or puzzle parking. The said stilt is spread across the said Land and shall be common and continuous for the said Larger Land and hence there is a possibility that the Allottee/s may not get the car parking below his building/real estate project.
 - c. Puzzle Parking is a multiple car, mechanical parking system. In which there are 3(three) or more levels of parking slots. One at driveway level, one may be below driveway level in a pit and one or more above driveway level as in the case of stack parking.
 - i. In view of the very nature of the Puzzle Car Parking, it will not be possible to provide a separate Car Parking Slot/s number to the Allottee/s since allotment can be done at a system level not at an individual slot level. In such case the details of the car parking shall be provided at the time of actual allotment of permanent car parking.
 - d. The Allottee/s shall not raise any objection or refuse to take possession of the said Premises alongwith temporary Car Parking Slot/s for the reason of non-availability of permanent Car Parking Slot/s at the time of handover of possession of the said Premises.
 - e. The maintenance charges and local taxes allocated to such temporary Car Parking Slot/s or Permanent Car Parking Slot/s shall be paid by the Allottee/s.
 - f. The said Car Parking Slot/s shall be utilized for parking the Allottee's or Allottee's family's own light motor vehicle only and shall not be used for parking of any other vehicle or for any other purpose whatsoever.
 - g. The Allottee/s acknowledges that the Promoter shall provide car parking slot/s for normal Light Motor Vehicle size and not for large/extra large size car or SUV. Thus, the Promoter shall not be responsible or liable to the Allottee/s, in case the Allottee/s' car cannot use/fit the said allotted Car Repairing Slot/s.

The earth ing slot/s are attached with and connected to the said Premises. The Allottee/s agrees and confirms hat the allotted car parking slot/s shall automatically be cancelled in the event of cancellation sumender, relinquishment, resumption, repossession etc. of the said Premises under any continuous of this Agreement.

i. Allottee/syndertakes not to sell / transfer / lease / sub-lease / provide on license basis or deal statute said allotted car parking slot/s.

Unauthorized stage of car parking slot/s shall be leviable with penalty as may be determined by the Fromoter. After completion of the Whole Project, Apex Body shall be entitled to charge such the may be decided by the Apex Body from time to time for any unauthorized usage thereof.

k. The Allottee/s further expressly agrees that, he/ she/ they shall pay Rs.400/- (Rupees Four Hundred Only) per month per car parking slot on a quarterly basis towards the maintenance charges of the Car Parking Slot/s. The said maintenance charges are provisional in nature and are subject to increase from time to time as decided by the Promoter/Apex Body.

1. The Allottee/s is/are aware that the Promoter shall in their sole discretion have exclusive rights to

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provide the additional Car Parking Slot/s, if available in the project/layout/or a particular phase of the project, for use as per the request of the Allottee/s.

m. The Allottee/s do hereby expressly and irrevocably agrees and confirms that the car parking mechanical and/or stack parking and has accepted the same. The Allottee's do herebye irrevocably agrees and confirms that he/she/they will not hold the Promoter Infole **for** failure o mechanical parking system/Stack Parking at any time.

n. The Allottee/s do hereby irrevocably agree and confirm with the Prometer that he/she/they is/are fully aware that the Promoter will provide Parking Facility for the benefit of the Allottee/s and such Car Parking Slot/s will be allotted by the Promoter to the Allottee/s at such location as may be available with the Promoter and which may be in/below any Buildings or in any Car Parking Slot/s in the said Land and the Allottee/s do hereby agree and confirm that he/she/they will have No Objection in any manner whatsoever.

7. FSI, TDR and development potentiality with respect to the said Building/Real Estate Project on the said Land:

The Allottee/s hereby agrees, accepts and confirms that the Promoter proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner as more particularly specified and as depicted in the Proposed Layout Plan at Annexure "12", ["Proposed Layout Plan"] annexed hereto 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.

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

The Allottee/s hereby agrees, accepts and confirms that the Promoter proposes to develop the Whole Project of the Larger Land (by utilization of the full development potential) and develop the same in phase-wise manner and undertake multiple real estate projects therein in the manner more particularly specified hereinbefore and as depicted in the Proposed Layout Plan is annexed hereto as Annexure "12" ["Proposed Plan"] constituting the Proposed Layout Plan 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. It is further agreed between the Parties that any unutilized/balance FSI of the Real Estate Project shall be transferred/utilized in another phase/cluster/wings/buildings of the proposed Real Estate Project of the Larger Land.

9. Possession Date, Delays and Termination:

i. The Promoter shall give possession of the said Premises to the Allottee/s on or before the possession date specified for the "Real Estate Project" as more particularly specified in the Fourth Schedule hereunder written ["Premises and Transaction Details"] ("Possession Date"), provided that all the amounts payable under this Agreement are fully paid by the Allottee/s and is not in breach of the terms and conditions of this Agreement. And further provided however, that the Promoter shall be entitled to extension of time for giving delivery of the said Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors

a. Any act of God, any force majeure events;

b. Any notice, order, rule, notification of the Government and or sother milities authority/court;

c. Any stay order/injunction order issued by any Court of Law competent authority, statutory authority;

d. Any other circumstances that may be deemed reasonable by the Authorit

e. Delay in providing basic amenities like water, electricity, drainage sy

f. Delay in granting approvals, NOC, Occupation Certificate;

g. Any other reason beyond the reasonable control of the Promoter.

In such event the date of handover of possession of the said Premises shall be extended to the

extent of loss of time.

Promoter

ii. If the 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 Possession Date [save and except for the reasons as stated in the Clause No.9(i) mentioned above], then the Allottee/s shall be entitled to either of the following:-

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call 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% thereon for every month of delay income the Possession Date ("the Interest Rate"), on the Sale 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 the 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 the Promoter ("Allottee/s Termination Notice"). On the receipt of the Allottee/s Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Allottee/s the amounts already received by the Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("Interest Rate") 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 and/or car park and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or the car park in the manner it deems fit and proper.

iii. In case if the Allottee/s elects his remedy under sub-clause (ii)(a) above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under sub-clause (ii)(b) above.

iv. ALLOTTEE/S EVENTS OF DEFAULT:

It is specifically agreed, undertaken and covenanted by the Allottee/s that all defaults, breaches and/or non compliance of any of the terms and conditions of this Agreement including but not limited to the defaults specified below shall be deemed to be events of default liable for consequences stipulated in this Agreement:-

a. Failure or incapacity on the part of Allottee/s to make payments within the time as stipulated in this Agreement for any reasons whatsoever or failure to pay the Sale Consideration, taxes on sale, taxes levied by Local Authority or Planning Authority TDS contribution, maintenance charges, deposits, other charges, outgoings appropriate stamp duty, legal charges, registration charges any incidental charges, as demanded by the Promoter, any other charges, deposits or any amount payable under this Agreement as may be notified by the Promoter to the Allottee/s under the terms of this Agreement.

Project of Sale of Premises, either by physical means or by mass communications, including emails, mass emails, social networking sites etc.

calling or making any defamatory statements against the Promoter which is lowering the esteem of the Promoter injeyes of other allottee/s or public at large.

Agreement, then, the Allottee/s shall pay to the Promoter interest at the Interest Rate as defined above, 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 thereon at the Interest Rate and till actual realization of all the outstanding amounts.

Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Sub-

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Clause (ii)(a) above, and any other rights and remedies available to the Promoter either (a) on the Allottee/s committing breach of any of the terms and conditions/covenarts of the Agreement and/or fallure to perform any obligation under this Agreement and/or default in payment on due date of any amount due, and payable by the Allottee/s to the Promoter under this Agreement (including his higher than the payment of the promoter). and payable by the Allottee/s to the Promoter under this Agreement (including the lighter) as promoter under this Agreement (including the lighter) and payable by the Allottee/s to the Promoter under this Agreement (including the lighter) and payable by the Allottee/s to the Promoter under this Agreement (including the lighter) and the lighter of th share of taxes levied by concerned local authority and other outgoings) and/or (b) the Alle three defaults of payment of installment/s of the Sale Consideration, and or (c) on occurrence of any event of default as mentioned in Sub-clause (iv) above, the Promoter shall be entitled to at its own opti discretion, terminate this Agreement, without any reference or recourse to the Allottee/s. Provided that, the Promoter shall give notice of 15 (fifteen) days 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 the Agreement. 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. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause, the Promoter shall be entitled to forfeit 5% (five percentage) of the Sale Consideration ('Forfeiture Amount') as and by way of agreed genuine pre-estimate of liquidated damages. In addition thereto, any taxes, brokerage or other charges such as charges for sanction letter paid to a bank, charges/expenses paid to a Real Estate Agent or any other third party company/individual involved in the transaction, on behalf of or for the Allottee/s shall also be deducted from the total amount to be refunded to the Allottee/s. Within a period of 30 (thirty) days of the Promoter Termination Notice, the Promoter shall after deduction of the Forfeiture Amount, brokerage amount taxes and the other charges as mentioned above refund the balance amount of the Sale Consideration paid by the Allottee/s, to the Allottee/s. Upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or car parks in the manner it deems fit and proper without any further reference or recourse to the Allottee/s.

vii. The Allottee/s agrees that in the event of termination of this Agreement by the Promoter as provided in this Agreement, and in the event of the said Premises being in the possession of the Allottee/s then the Promoter shall forthwith be entitled to and have the right to re-enter upon the said Premises and the Car Parking Slot/s and resume possession of the same and the Allottee/s will quit, vacate and deliver quiet and peaceful possession of the said Premises to the Promoter. If the Allottee/s fails to quit, vacate and deliver the said premises to the Promoter then the Allottee/s shall thereupon be liable to immediate ejectment there from as trespasser. It is understood by the Allottee/s that the allotment of the Car Parking Slot/s is co-terminus with this Agreement and the allotment of the Car Parking Slot/s shall stand terminated ipso facto with termination of this Agreement.

10. The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s and are listed in the **Sixth Schedule** hereunder written. The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee/s and are listed in the **Fifth Schedule** hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed in the **Seventh Schedule** hereunder written.

11. Procedure for taking possession:

i. Upon obtainment of the Occupancy Certificate from the concerned authority or any other appropriate approving authority and upon payment by the Allottee/s of the requisite installations of the Special 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 maintenance charges as determined by the Promoter or the Society as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 (seven) days of receiving the Occupancy Certificate of the Real Estate Project, provided the Allottee/s has/have made payment of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement.

Promoter

- ii. The Allottee/s shall take possession of the said Premises within 15 (fifteen) days of the Possession Notice.
- iii. Upon receiving the Possession Notice from the Promoter as per Clause No.11(i) above, 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, and the Promoter shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the said Premises within the time provided in Clause No.11(ii) above, such allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the said Premises, after expiry of 15 (fifteen) days of Possession Notice.

After expiry of 15 (filteen) days from receipt of the Possession Notice i.e. from 16th day onwards, the Allottee/s shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and Larger Land including *interalia*, property tax, local taxes, betterment charges, GST, other indirect taxes of every nature, or such other levies by the concerned authority or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of common areas and amenities of the Real Estate Project and/or the Larger Land. Thus, the Promoter shall be entitled to charge and recover from the Allottee/s and the Allottee/s shall be liable to pay proportionately towards outgoings and other charges being inclusive of but not limited to the following:

- a. Maintenance, repairs to the building, the compound, the compound walls, water pumps and electrical fittings, drainage and plumbing installations and fittings, etc.;
- b. Charges towards maintenance of the garden and common layout;
- Cost of keeping the said Land/Larger Land clean and lighted;
- d. Decorating and/or painting the exterior of the building, passages and staircases after date of possession;
- e. Property Taxes, cesses, levies any other applicable taxes and premia in respect of the insurance of the building, land revenue, assessments, any other applicable taxes etc.;
- f. Salaries and wages of persons employed for watching and/or cleaning the said Land, operating water-pumps, maintaining records, etc.;
- g. Water & Sewerage charges and taxes etc;
- h. Sinking & Other funds as may be determined by the Promoter;
- i. Rent & cost of water meter or electric meters;
- j. Betterment Charges;

Promoter

- k. Cost of water supplied by water tankers;
- Maintenance of common areas and amenities, garden, swimming pool, club house/gymnasium/fitness
 centre, sports facilities etc. (if provided). All other proportionate outgoings due in respect of the said
 Land/Larger Land including those incurred for the exclusive benefit of the Allottee/s of his Premises;
- m. Service Charges to the Promoter for providing services to maintain the building(s) and/or Real Estate Project facilities.
- v. Until the Society is formed and the Society Conveyance Deed is duly executed and registered, the Allottee's shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee's further agrees that till the Allottee's share is so determined by the Promoter its sole discretion, the Allottee's shall pay to the Promoter provisional quarterly contribution as more particularly secified in the Annexure "10" ["Premises and Transaction Details"] annexed collected for every 3 panets, in advance on or before 5th day of beginning of every quarter towards the outgoings. The almounts so paid by the Allottee's to the Promoter shall not carry any interest.

The Allowers will not be entitled to ask for adjustment of the deposit amounts mentioned in Annexure "10" against the monthly contribution of maintenance, municipal taxes and outgoings. In the event the Allottee's fails to pay such Maintenance Charges, the Promoter may at its discretion adjust the said amount from the on account deposit mentioned in Annexure "10" and the Allottee's shall immediately after being called upon by the formoter, replenish the deficit of such deposit.

vii. The Allottee/s shall not withhold the payment of Maintenance Charges for any reason whatsoever and shall pay to the Promoter till the establishment of the Society/Apex Body, without any demur and default.

Without prejudice to other remedies available under this Agreement, non-payment of Maintenance Charges

shall authorize the Promoter to prevent the use of lift by the persons residing in or visiting the said Premises, prevent the Allottee/s from using Common Area and facilities and shall also authorize Promoter to levy interest at the rate prescribed under RERA on defaulted and delayed payment. The Allottee's is/are hereby granting irrevocable authority to Promoter for the same.

viii. The Allottee/s hereby agree, confirm and undertake that irrespective of any disputes, which may arise between the Promoter and the Allottee/s, the Allottee/s shall punctually pay all amounts contributions, deposits as mentioned in this Agreement and shall not withhold the same for any reason whatsoever.

- ix. The Allottee/s has/have agreed that the amounts paid or becoming payable to the Promoter by the Allottee/s under this Agreement shall be refundable only in accordance with the terms of this Agreement and shall not in any event carry interest except as expressly provided under this Agreement.
- x. The Promoter may agree to permit, (subject to the Allottee/s having fulfilled all his/her/its obligations under this Agreement, and having paid full Sale Consideration amount, alongwith tax on sales of the said Premises and maintenance charges, outgoings and any other amount payable) entry to the Allottee/s to the said Premises for carrying out interior works if such entry is desired/requested by the Allottee/s prior to the Possession Date upon execution of a suitable Indemnity Bond as required by the Promoter. However, such permission shall not be construed as handover of possession of the said Premises for occupation purpose or in no way entitle the Allottee/s to have any right, interest or title of any nature whatsoever in respect of the said Premises. During this period the Allottee/s undertakes to ensure that its interior work would supplement efforts of the Promoter to obtain necessary approvals for the occupation and use of the said Premises from the concerned authorities. The Allottee/s undertakes not to cause any damage to the said Building/Real Estate Project while carrying out the interior works of the said Premises and in the event any such damage is caused, the Allottee/s agrees to reimburse the Promoter the costs of rectification thereof.
- 12. If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the said Premises or the said Building/Real Estate Project or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA and MAHA RERA Rules. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the Allottee/s or its agents/contractors making any internal/external changes, flat/premises finishing, fittings, interior works, renovations, additions/alterations of whatsoever nature in the said Premises, in the elevation, chisel or in any other manner causes damage to columns beams walls slabs or RCC, Pardis or other structural members in the said Premises, and/or willful default and/or negligence of the Allottee/s or its agents/contractors and/or any other allottees or their agents/contractors in the Real Estate Project.
- 13. The Allottee/s shall use the said Premises or any part thereof or permit the same to be used only for residential purpose only. The Allottee/s shall use the car parking slot/s only for purpose of parking vehicle.
- 14. Formation of the Society and Other Societies:
 - i. Upon 51% of the total number of premises in the said Building/Real Estate Project being booked by the Allottee/s (or within such period as may be required by law), 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 premises in the said Building/Real Estate Project, under the provisions of the Management a Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the MAHA Rules.
 - ii. The Allottee/s shall, along with other allottees of the said Building/Real Batate Project Join and register 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 RRA and MAHA RERARdiles, in respect of the said Building/Real Estate Project in which the allottees of the premises in the said Building/Real Estate Project alone shall be joined as members ("the Society").

ii. 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 shape the state of the state of

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registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to Allottee/s, as to enable the Promoter to register the Society. 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 Registrat of Co-operative Societies or any other Competent Authority.

iv. The name of the Society shall be solely decided by the Promoter.

The Society shall admit all allottees of various premises in the said Building/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 said Building/Real Estate Project, if any. Post formation of society and/or execution of the Society Lease/Conveyance Deed, the Promoter shall continue to be entitled to such unsold premises and unallotted car parking slot/s 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 areas in the said Building/Real Estate Project or elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises).
- vii. Upon 51% of allottees of premises in the other real estate projects in other buildings to be developed on the Larger Land having booked their respective premises, the Promoter shall submit an application/s to the competent authorities to form a co-operative housing society to comprise solely of the allottees of premises in those particular building(s)/real estate project(s), under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the MAHA 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 comprised in the other buildings/real estate projects comprised in the Larger Land 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 MAHA RERA Rules.
- viii. The costs, 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 & 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, and the Promoter shall not be liable toward the same.

15. Conveyance to the Society and Other Societies:

Promoter

i. Within 3 months from the date of issuance of the Full Occupation Certificate with respect to the said Building/Real Estate Project excluding the basement/s (if any), stilt/s, and podium/s (if any) of the said Building/Real Estate Project shall be leased/conveyed to the Society vide a registered Indenture of Lease/ Conveyance, provided however that the basements (if any), podium (if any) and stilts shall be retained by the Promoter and shall not be leased/conveyed to the Society till the time the Apex Body Conveyance is not executed (or in such other manner as may be required by law)

"Shelery Conveyance"). The Society shall be required to join in execution and registration of the Society conveyance. The costs, expenses, charges, levies and taxes on the Society Conveyance and the transaction contentabled thereby including stamp duty and registration charges shall be borne and paid by the transaction contentabled thereby including stamp duty and registration charges shall be borne and paid by the transaction of the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project including any common areas, facilities and amended and the Promoter shall not be responsible for the same and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

The Promoter's build execute and register similar Indenture of Lease/Conveyance to the Other Societies with respect to their respective buildings/real estate projects.

iii. Post execution of the Society Lease/Conveyance, the Society shall be responsible for the operation and management and/or supervision of the said Building and the Allottee/s shall extend necessary co-operation

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and shall do the necessary acts, deeds, matters and things as may be required i

iv. The said lease/conveyance of superstructure will not confer any right of whatsoever nature is land under the said Building/Real Estate Project or the said Larger Land, or the said Estate Project/said Building.

v. The lease/conveyance of the superstructure of the said Real Estate Project/said Building shall be subject to right of Promoter to use common internal access roads, recreation open spaces, each of the common facilities and amenities envisaged under this Agreement.

- vi. Irrespective of the lease/conveyance executed in respect of the superstructure of the Real Estate Project/said Building, the Promoter shall have absolute authority and control as regards to the unsold Premises and the unallotted Car Parking Slot/s and shall have right to sell and dispose-off unsold Premises in the Real Estate Project/ said Building and the unallotted Car Parking Slot/s in the said Building and receive the entire consideration there from for itself and shall have a right to recover all its outstanding dues from the Allottee/s of the Real Estate Project/said building.
- vii. It is expressly agreed between the Promoter and the Allottee/s that the ground area of the said Building and the F.S.I. consumed in the said Building are dis-proportionate, in view of the said Building being part of the said Land and part of the said Larger Land. The FSI consumed in the said building is arising out of FSI available in the said Larger Land which comprises of FSI of the said Larger Land and also of TDR/ FSI, incentive FSI, floating FSI and FSI which may be available in lieu of development of Reservation(s) and Public amenities (including and not limited to affordable housing, rental housing, etc).
- viii. The Allottee/s do hereby irrevocably agree and confirm with the Promoter that the area of the said Building Land is not in proportion to the FSI consumed in the said Building. The Land area comprised in respect of the said Building may be lower compared to the area of the FSI consumed in the said Building. The Allottee/s do hereby further irrevocably agree and confirm with the Promoter that the said Land is not in proportion to the FSI consumed in respect of the structures/building(s)/wing(s) constructed on the said Larger Land. The area comprised in the said Larger Land may be lower to the area of the FSI consumed in all the building(s)/wing(s) constructed on the said Larger Land. However the Promoter confirms that the said Larger Land is having and entitled to the FSI consumed in all the structures/ building(s)/wing(s) proposed to be constructed on the said Larger Land. The area comprised in the said Larger Land is commensurate to the area of the FSI consumed in all the building(s)/wing(s) constructed on the said Larger Land.

16. Formation of the Apex Body:

- i. Within a period of 3 months of obtainment of the Occupation Certificate of the last Building/Real Estate Project in the layout of the Larger Land and 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 MAHA 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.

iii. It is further agreed between the Parties that all undertakings, declarations, Independs bonds, writing/s given/executed and/or may be executed by the Promoter in Caronic of the conbodies/authorities in respect of the said Larger Land and its development shall be binding up Allottee/s and society including the Apex Body as may be formed of the Allottee's of Premises.

17. Conveyance of the Larger Land to the Apex Body:

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Within a period of 3 (three) months of registration of the Apex Body, the Promoter and the Apex Body

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shall execute and register an Indenture of Lease/Conveyance whereby the Promoter shall lease/convey all its right, title and interest in the land comprised in the Larger Land [except (a) Public Amenity area to be handed ever to the Concerned Authority, and (b) the land on which Municipal Housing Reservation and or any other reservation; if any, land leased for receiving station, any affordable housing component to be handed over is developed] and in all areas, spaces, common areas, facilities and amenities in the Larger Landetist are not already leased/conveyed to the Society/Other Societies, in favour of the Apex Body ("Apex Body Conveyance").

- ii. The Apex Body shall be required to join in execution and registration of the Apex Body Conveyance. The costs, expenses, charges, levies and taxes on the Apex Body Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Apex Body alone. Post the Apex Body Conveyance, the Apex Body shall be responsible for the operation and management and/or supervision of the Larger Land including any common areas facilities and amenities and the Promoter shall not be responsible for the same.
- iii. In the event any premises/spaces/areas are unsold/un-allotted /unassigned and/or if car parking slot/s is/are un-allotted on formation of the Apex Body and execution of conveyance/lease deed of the said Larger Land in favour of the Apex Body as stated in this Agreement, the Promoter shall be entitled to such unsold areas and to undertake marketing etc. in respect of such unsold areas. 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 areas in the said Building or elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises).
- iv. The Promoter and their surveyors and agents and assigns with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down maintaining, repairing, 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 said Building. The Allottee/s agrees 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.
- 18. The Promoter shall have the right to designate any space on the said Larger Land to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the Allottee/s of the Premises in the buildings that may be developed on the said Larger Land, free or on payment of charges to such utility providers. The Promoter shall also be entitled to designate any space in the said Larger Land to such utility provider either on leave and licence or sub-lease or leasehold basis for the purpose of installing power sub-stations/equipments with a view to service the requirement in the said Land/Larger Land and the buildings constructed thereon.
- 19. Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to nominate any person ("Facility Management Agency") to manage the operation and maintenance of the building(s), and the infrastructure on the said Larger Land, common amenities and facilities on the said Larger Land for a period till formation and handover of the larger land in favour of the Apex Body. The Promoter shall have the authority and discretion to negotiate with such Facility Management Agency and to enter into and execute formal agreement/s for maintenance and group of infrastructure with it/them. The cost incurred in appointing and operating the Facility Management Agency shall be borne and paid by the Allottee/s of the Premises in the buildings that may be development and common intrastructure charges referred to herein. Such charges may vary and the Allottee/s agrees that it shall for taise any dispute regarding the appointment of any Facility Management Agency by the Promotion toward life maintenance charges determined by such agency. In such event, the Allottee's agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter or the Facility Management Agency including without limitation, payment of the Allottee's share of the service charges that may be come payable with respect to the operation and maintenance of the common areas and facilities of the said Larger Land and Hallings constructed thereon.

20. The Promoter shall be entitled to construct site offices/sales lounge on the said Larger Land and shall have the right to access the same at any time without any restriction whatsoever till the said Larger Land or any portion thereof is leased/conveyed assigned to the Apex Body.

Promoter

Allottee/s

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- 21. The Allottee/s agrees and undertakes that, the Allottee/s shall, before delivery dfr deposit the following amounts ("Other Charges") with the Promot draft/RTGS/NEFT,- money for share money, application entrance fee of the S formation and registration of the Society and Apex Body, for legal cost, charges and expenses, for share of taxes and other charges/levies in respect of the Society and Apex Body, for deposit toward monthly contribution towards outgoings of Society and Apex Body, for deposit towards water, for electricity house membership and Club House Usage charges, for other utility and services connection charges and for deposits of electrical receiving and sub-station provided/to be provided in layout of the Larger Land as mentioned in Annexure "10" ["Premises and Transaction Details"] annexed hereto. The Promoter has informed the Allottee/s and the Allottee/s is/are aware that the charges/deposits towards water, electricity, external drainage or any other service connection mentioned under the head "Other Charges" in the Annexure "10" are provisional in nature and may increase, due to increase in charges/deposits imposed by the concerned local bodies/government authority. If there is any increase in charges/deposits by the concerned local bodies/government authority, the Promoter shall demand the additional amount from the Allottee/s towards the water, electricity, external drainage or any other service connection and the Allottee agrees and undertakes to pay the additional amount to the Promoter without any objection.
- 22. The above amounts are not refundable (except those specifically mentioned in this Agreement) and no accounts 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. The deposits mentioned above shall not carry any interest. Above amounts are exclusive of any taxes including but not limited to CGST and SGST or any other tax/levy and the Allottee/s shall be liable to bear the same separately.
 - i. The Ad-hoc Maintenance Deposit (24-months) shall be transferred to the Society simultaneously with the execution of Society Conveyance in favour of the Society after adjusting the outstanding dues if any of the Allottee/s. The Ad-hoc Maintenance Deposit is exclusive of any taxes and the Allottee/s shall be required to make the payment of the taxes separately.
 - ii. Corpus Fund for Layout Maintenance and Layout Maintenance Deposit (24-months) shall be transferred to the Apex Body simultaneously with the assignment of the said Larger Land in favour of the Apex Body after adjusting the outstanding dues if any of the Allottee/s. The Corpus Fund for Layout Maintenance and Layout Maintenance Deposit (24-months) is exclusive of any taxes and the Allottee/s shall be required to make the payment of the taxes separately.
 - iii. It is clarified that the Allottee/s shall be required to pay the Maintenance Charges per month as specified in this Agreement irrespective of the above mentioned deposits.
 - iv. The Allottee/s hereby agrees to make payment of maintenance charges and outgoings on the date of taking possession of the said Premises, on account of the said Premises and layout maintenance charges as provided in the table in Annexure "10" hereto. The Allottee/s do hereby further agree that maintenance charges of the said Premises and layout maintenance charges shall start after a period of 15 (fifteen) days from the date of intimation about the said Premises is ready for use and occupation. The Adhoc Maintenance Deposit and Layout Maintenance Deposit is exclusive of any taxes and the Allottee/s shall be required to make the payment of the taxes separately. The Allottee/s agrees and undertakes to pay the CGST and SGST or any other tax/es as may be applicable from time to time on the Maintenance Charges/Layout Maintenance Charges/Deposits/Other Charges separately without any objection or demur. The Allottee/s shall pay the Maintenance charges by 5th day of every quarter to provide the said Premises within 15 (fifteen) days from the date of intimation about the said Premises for use and contaction.
 - v. The Allottee/s hereby agree that he/they are aware and that the maintenance chalges are provisional in nature and shall be subject to change and that the Allottee/s shall be bound to pay the triaintenance charges of the said Premises regularly as stated above along with 10% increase or actual increase, which wer/may be higher in every financial year or if it is increased for the reasons beyond the control during the same financial year. The Allottee/s agrees and undertakes to make the payment of the same without any objection or demur.

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The Allotton's shall pay to the Promoter a sum as more particularly specified in the table of the Other Charges as specified in Anneture "10", for meeting all legal costs, charges and expenses, including professional costs of the Antorney at Law/Advocates of the Promoter in connection with this Agreement, the transaction contemplated Chereby this formation of the Promoter in connection with this Agreement, the transaction contemplated Chereby this formation of the Promoter in connection with this Agreement, the transaction contemplated Chereby this formation of the Promoter in connection with this Agreement, the transaction contemplated Chereby this formation of the Promoter in connection with this Agreement, the transaction contemplated Chereby the formation of the Promoter in connection with this Agreement, the transaction contemplated Chereby this formation of the Promoter in connection with this Agreement, the transaction contemplated Chereby the formation of the Promoter in connection with this Agreement, the transaction contemplated Chereby the formation of the Promoter in connection with this Agreement, the transaction contemplated Chereby the formation of the Promoter in connection with this Agreement, the transaction contemplated Chereby the formation of the Promoter in connection with this Agreement, the transaction contemplated Chereby the formation of the Promoter in connection with this Agreement, the transaction contemplated Chereby the formation of the Promoter in connection with this Agreement, the transaction contemplated Chereby the formation of the Promoter in connection with this Agreement, the transaction contemplated Chereby the formation of the Promoter in connection with the Chereby th

24. 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 if any and other common amenities and conveniences in the layout of the Larger Land. The Promoter has further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s alongwith other allottees of flats/units/premises in the Real Estate Project and/or on the Larger Land, 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 allottees of flats/units/premises on the Real Estate 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 allottees of flats/units/premises in the Real Estate Project shall object to the Promoter laying through or under or over the said Larger Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the Larger Land.

25. Representations and Warranties of the Promoter:

Promoter

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 Annexes, subject to what is stated in the Title Report, and subject to the RERA Certificate:-

- The Promoter has clear and marketable title and has the requisite rights to carry out development upon the Larger Land and also has actual, physical and legal possession of the Land for the implementation of the Whole Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
- iii. There are no encumbrances upon the Real Estate Project except those as mentioned in this Agreement;
- iv. There are no other litigations pending before any Court of law with respect to the Real Estate Project expect as mentioned in the Addendum to Title Report and disclosed by the Promoter on the website of the RERA Authority;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project, shall be obtained by following due process of law;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be

The Promote has not entered into any agreement for sale and/or development agreement or any other agreement arrangement with any person or party with respect to the Land and the said Premises, which all fin any manner, affect the rights of Allottee/s under this Agreement;

The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Mottee/s in the manner contemplated in this Agreement;

The Promoter has 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 to the competent Authorities till the Society Conveyance and thereupon shall be proportionately borne by the Society;

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x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Land) has been received or served upon the Promoter in respect of the Land and/or the Project except those disclosed to the Allottee/s.

26. The Allottee/s, with intention to bring all persons into whosoever hands the said Premises and/or, its rights entitlements and obligations under this Agreement, may come, hereby coven ints 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 on which possession of the said Premises is taken and shall not do or suffer to be done anything in or to the said Building/Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Building/Real Estate Project in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and the Promoter.
- ii. Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building/Real Estate Project 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 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/Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee's in this behalf, 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/Real Estate Project in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the said Premises committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and the Allottee/s does hereby indemnify and keep indemnified the Promoter in this regard.
- 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/Real Estate Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Building/Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to 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 Larger Land and/or the said Building/Real Estate Project in which the said Premises situated any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be throws from the said Premises in the compound or any portion of the Larger Land and/or the Rubbistate Projection which the said Premises is situated.

vii. Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposited demanded by the concerned local authority or Government for giving water, elected or any other settice connection to the said Building in which the said Premises is situated.

. Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, installments of Sale Consideration,

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as required to be paid under this Agreement.

ix. Not to change the user of the said Premises without the prior written permission of the Promoter and

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x. The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with Comparing the penefit of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee/s to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Allottee/s is/are desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee/s shall be entitled to effectuate such transfer only with the prior written permission of the Promoter which may be granted by the Promoter in its sole discretion.

- xi. The Allottee/s shall observe and perform all the rules and regulations which the Society and Apex Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building/Real Estate Project and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Apex Body regarding the occupancy and use of the said Premises in the said Building/Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xii. The Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the said Building/Real Estate Project or any part thereof to view and examine the state and condition thereof.
- xiii. Till the Apex Body Conveyance Deed is executed in favour of the Apex Body thereafter, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Larger Land, the buildings/towers/wings/units thereon, or any part thereof, to view and examine the state and condition thereof.
- xiv. The allottees/group of allottees/society/societies or the apex body is aware that there might be unsold premises and/or unallotted car parkings in the Real Estate Project/s or the whole project, even after the execution of society formation/execution of conveyance of the Real Estate Project/other Real Estate Projects/the Whole Project in the favor of Society/Societies/the Apex Body (whichever applicable). The Promoter shall deal with the unsold Premises/unallotted car parking as it deems fit and the allottees/group of allottees/society/societies or the Apex Body does not have any objection to the same.
- xv. The Allottee/s agrees and confirms that notwithstanding that the Allottee/s has/have approached/may approach the Banks and/or the Financial institutions for availing loans in order to enable the Allottee/s to make the payment of the total consideration or part thereof in respect of the said Premises, it shall be the sole and the entire responsibility of the Allottee/s to ensure that the timely payment of the total consideration in respect of the said Premises. Notwithstanding any of the provisions hereof, the Allottee/s hereby agrees that the Promoter shall have first lien/charge until all the amounts including the total consideration, taxes and other charges and amounts payable in respect of the said Premises as provided herein have remained unpaid and the Allottee/s has/have no objection in this regard.

The Allottee of hereby indemnifies and shall keep indemnified the Promoter from and against all claims, costs, charges, and uses and losses which the Promoter may suffer due to any action that may be initiated by the Bank Financial institution on account of such loan or for recovery of loan on account of any breach by the Allottee's of the terms and conditions governing the said loan and the Allottee's undertakes to reight use the same to the Promoter without any delay or demur or default.

It is agreed that the Allottee/s shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premise by way of security for repayment of the said loan to such Bank only with the prior written consists of the Promoter. The Promoter will grant their no-objection, whereby the Promoter will express its no-objection to the Allottee/s availing of such loan and mortgaging the said Premises with such bank/financial institution, provided however, the Promoter shall not incur any liability/obligation for

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repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings including interest and cost and provided further that such mortgage created in favour of such bank/financial institution in respect of the said Premises of the Allottee/s shall not in any matrier jeopardise the Promoter's right to receive full consideration and other charges and to develop the balance of the said Larger Land and such mortgage in favour of such bank/financial institution shall be subject to the Promoter's first lien and charge on the said Premises in respect of the unpaid amounts payable by the Allottee/said promoter under the terms and conditions of this Agreement. The Promoter will issue the said ho-objection letter provided that the concerned bank/financial institution agrees to make payment of the balance furchase price of the said Premises directly to the Promoter as per the schedule of payment of the purchase price provided in this Agreement.

- xviii. The Promoter shall not be liable or responsible for any of the acts of omission or commission of the Allottee/s which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Allottee/s to inform the Society/Apex Body of the Premises Allottee/s i.e. the Society/Apex Body etc. that may be formed about the lien/charge of such Banks/Financial Institutions and the Promoter shall not be liable or responsible for the same in any manner whatsoever.
- xix. Further, in the event that this Agreement is cancelled at any time, then the Allottee/s shall ensure that such lender returns to the Promoter, the original Agreement for Sale, Registration Receipt, Index II and any other document in respect of the said Premises which may be in their possession.
- xx. The Allottee/s shall not fix grills or projections on the exterior of 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 not shift or alter the location of the windows or ventilators in the said Premises.
- xxi. Not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the said Premises/Building in any manner whatsoever.
- xxii. The Allottee/s agrees and acknowledges that the sample Apartment constructed by the Promoter and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing as sample Apartment if furnished by Allottee/s and the Promoter is not liable or required to provide any furniture, items, electronic goods and amenities etc. as displayed in the sample Apartment, other than as expressly agreed by the Promoter under this Agreement.
- xxiii. To keep the sewers, drains and pipes in the said Premises and appurtenance thereto in good tenantable repairs and condition and in particular, support shelter and protect the other parts of the said Building/Real Estate Project in which the said Premises are situate and the Allottee/s shall not chisel or in any other manner damage columns, beams, walls, slabs or R.C.C. Pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or of the Apex Body which consent shall not be unreasonably withheld.
- xxiv. In case of the Allottee/s who is a non-resident/ foreign national of Indian Origin, in respect of all remittances, acquisitions/transfer of the said Premises, it shall be his/her/their/its 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, 1999 or such 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. The Allottee/s understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control laws and guideline. It is a foreign Exchange Management, 1999, or any other statutory modifications or responsibility in this regard and the Allottee/s does not only indemnify and keep the Promoter indemnified and saved harmless from any laws or data to cause the x or any reason whatsoever.

xxv. The Allottee/s shall fully comply with and observe all the terms and confidence.

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The Allottee/s is/are aware that the Promoter will be developing the said Larger Land in a phase-wise manner on such terms and conditions as the Promoter may deem fit and shall be entitled to all the benefit of the price Index or any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Promoter deems fit and the Promoter shall be entitled to grant or offer upon or imprespect of any portion of the said Larger Land, to any third party all such rights, benefits, privileges, easing ensemble in the said Larger Land in such manner as may be desired by the Promoter and the Allottee/s expressly and prevocably consents to the same.

xxvii. The Promoter shall bear and pay all outgoings and statutory dues including municipal taxes, work contract tax, taxes for land under construction and all the taxes relating to the said Larger Land, non-agricultural assessment and other assessments and/or dues and/or charges of any sort or in respect of and/or concerning the said Larger Land and the Real Estate Project and the development of the said Larger Land and the Real Estate Project. It is clarified that all taxes, dues, cess, outgoings with respect to the said Premises for a period prior upto possession shall be borne and paid by the Promoter and on and after the date of possession shall be borne and payable by the Allottee/s.

xxviii. The Promoter herein has specifically informed the Allottee/s and the Allottee/s hereby agree, confirm and undertake that irrespective of any disputes, which may arise between the Promoter and the Allottee/s, the Allottee/s shall punctually pay all amounts payable towards Sale Consideration along with all taxes payable on sale or transfer of the said Premises and shall not withhold the same for any reason whatsoever.

xxix. The Allottee/s shall not be entitled to or claim any easement or right of light or air, which would restrict or interfere with in any manner whatsoever, the free and unobstructed use and enjoyment of any portion of the said Land or Larger Land and the adjacent, contiguous and adjoining Lands and properties of the Promoter, for the purpose of development thereof and/or any other lawful purpose.

xxx. The Allottee/s agrees and acknowledges that the Promoter has informed the Allottee/s that for the completion of the Whole Project of development of the Larger Land, the Promoter is required to and the Promoter shall be entitled at all times, to carry out construction and/or any other allied work including completion work of the structures on the said Land and/or Larger Land, the Allottee/s not only as a Allottee/s of the said Premises, but also as a member or Managing Committee member of Society/Apex Body shall not at anytime, raise any objection, obstruction on any ground whatsoever, notwithstanding that there shall or may be any perceived or actual nuisance, annoyance and inconvenience that could arise during the construction and/or any other allied work including completion work of the structures on the said Land and/or Larger Land. The Allottee/s and/or the Society/Apex Body shall not interfere with the rights, powers and authorities of the Promoter in respect of implementing the scheme of development of the said Land and/or Larger Land in any manner whatsoever. The Allottee/s hereby undertakes to co-operate with and render all assistance to the Promoter in respect of the development of the said Land and/or Larger land.

xxxi. Notwithstanding anything herein contained the Promoter shall not be liable for any defect or damage caused to the said Premises or the Real Estate Project/said Building or to rectify any such defect caused as a result of negligence, improper maintenance, improper operation, any change, repair or alteration carried out by the Allottee/s. The liability of the Promoter under this Agreement shall forthwith cease in the event that the Allottee sakes any such change or carries out any repairs or alterations to the said Premises or the Real Estate Project aid Building without the written consent of the Promoter.

The Promoter may complete part, portion or floor of the said Building and obtain part occupation certificate and give possession of Premises therein to the Allottee/s of such Premises and the Allottee/s herein shall not be untitled to raise any objection thereto. If the Allottee/s takes possession of the said Premises in such partly completed wing, part or portion or floor and the Promoter or its agents or contractors shall carry on the remaining work with the Allottee/s occupying his/her/their Premises, the lightee/s shall not object to, protest or obstruct or create hindrance in the execution of such work, even though the carre may cause any nuisance or disturbance to him/her/them.

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Vshinde Allottee/s xxxiii. The Allottee/s shall fully co-operate with the Promoter in the matter of implementation of the scheme for development of Whole Project and the infrastructure and common amenities and facilities on the Larger Land without creating any obstruction or interference.

xxxiv. The Allottee/s shall be permitted/ allowed to commence interior works in the said Premises only upon obtaining the Occupation Certificate/ Part Occupation Certificate and after making all payments as per this Agreement and after complying with the terms and conditions of this Agreement Prior to earlying out the interior works in the said Premises, the Allottee/s shall give to the Promoter, in writing, the details of the nature of interior works to be carried out and the Promoter will be entitled to make changes thereto in a reasonable manner and all interior works shall comply with the terms and conditions of this Agreement and any other undertaking to be given by the Allottee/s in this regard to the Promoter.

xxxv. The Promoter shall be entitled to inspect all interior works carried out by the Allottee/s. In the event the Promoter finds that the nature of interior work being executed by the Allottee/s is/are harmful to the said Premises or to the structure, façade and/or elevation of the said Building then, the Promoter can require the Allottee/s to stop such interior work and the Allottee/s shall stop such interior work at once, without raising any dispute.

xxxvi. The Allottee/s will ensure that the debris from the interior works are be dumped in an area earmarked for the same and will be cleared by the Allottee/s, on a daily basis, at no cost to the Promoter and no nuisance or annoyance to the other allottees. All costs and consequences in this regard will be to the account of the Allottee/s.

xxxvii. The Allottee/s will further ensure that the contractors and workers (whether engaged by the Allottee/s) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same.

xxxviii. The Allottee/s shall ensure that the contractors and workers, do not use or spoil the toilets in the said Premises or in the said Building or any part of the said Land and use only the toilets earmarked by the Promoter for this purpose.

xxxix. All materials brought into the said Premises for carrying out interior works will be at the sole cost, safety, security and consequence of the Allottee and that the Promoter will not be held responsible for any loss/theft/damage to the same and the Allottee/s duly indemnifies the Promoter in this regard.

xl. If during the course of carrying out interior works, any workmen sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Allottee/s at the Allottee's own cost, and that the Promoter will not be held responsible for the same and the Allottee/s duly indemnifies the Promoter in this regard. All liabilities and damages arising out of such injury will be borne and paid by the Allottee/s alone and the Allottee/s duly indemnifies the Promoter in this regard.

xli. During the execution of interior works, if any of the Allottee's contractor/workmen/agents / representatives misbehaves or is found to be in a drunken state, then the said contractor / workmen / agents / representatives will be removed forthwith and will not be allowed to re-enter the said Premises or the said Building or any part of the said Land. Further, the Allottee's shall be responsible for acts of such persons and the Allottee's duly indemnifies the Promoter in this regard.

xlii. The Allottee/s shall extend full cooperation to the Promoter, its agents, contractors to encure good governance in the execution of such interior works.

xliii. The Allottee/s shall ensure that common passages/ walkways and any other common areas areas obstructed or damaged during the course of carrying out any works or thereafter.

27. The Promoter is proposing to construct Club House along with Swimming Pool, and a place for worship in the layout which will be common for the Whole Project. The same shall be developed in a phase vase mainer and may be completed at the time of completion of the Whole Project. It is agreed and acknowledged by the Allottee/s that the swimming pool and club house to be constructed on the portion of the said Larger Land shall be

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for the use of all the allottees of the premises as may be comprised in all the buildings forming part of the said Larger Land. It is further agreed and acknowledged by the Allottee/s that the swimming pool and club house to be constructed on the said Larger Land shall be open for use for all the allottees of the premises as may be comprised in all the said Larger Land on a payment of membership/ usage fees. The Allottee/s undertakes to comply with all the terms/ conditions/ stipulations framed by the Promoter with respect to the use of the swimming pool and club house. The Allottee/s further agrees and acknowledges that the yearly membership with espect to the use of the swimming pool and club house is not transferable and the Promoter reserves its rights to increase the yearly membership fees for the same at its discretion. Management and maintenance of the club house may be given to third party and the Allottee/s shall not object to the same.

- 28. The Promoter shall maintain a separate account in respect of 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, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 29. 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 Larger Land and/or any buildings/towers/wings 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 Society Conveyance and the Apex Body Conveyance, as the case may be.

30. Mortgage or Charge on the Allottee's Premises or the said Land or the said Larger Land:

The Promoter shall be at liberty to raise funds and avail loans and finance for developing the said Land and the Larger Land and for the said purpose shall be at liberty to create mortgage, charge, encumbrance in respect of its right, title and interest in the said Land and/or the said Larger Land or any part thereof and its development potential therein and the Allottee/s shall not raise any objection(s) whatsoever in this regard. However the Promoter shall ensure that such a charge/mortgage created shall not in any way jeopardize the rights of the Allottee/s in respect of the said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises.

31. Binding Effect:

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 signs and delivers this Agreement with all the Schedules and Annexes along with the payments due as stipulated in the Payment Schedule specified in Annexure "10" ["Premises and Transaction Details"] annexed hereto, within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar 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, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

32. Entire Agreement:

This Agreement along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the surfect matter hereof and supersedes any and all understandings, any other agreements, backing form, letter of a ceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises, as the case may be.

Agreement may only be amended through written consent of the Parties.

34. Provisions of this represent applicable to the Allottee/subsequent allottees:

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

35. Severability:

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

36. Method of calculation of proportionate share:

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/areas/spaces in the Real Estate Project. It is expressly agreed and the Allottee/s is/are aware that as a result of changes in the building plans of the said Building/Real Estate Project and/or the Layout of the Larger Land, the share of the said Premises and/or the Allottee/s in the common areas and facilities may increase or decrease. The Allottee/s hereby expressly consents to such changes in the said share and hereby expressly authorizes the Promoter to so increase or decrease the said share of the Premises and/or the Allottee/s in the common areas and facilities of the said Building/Real Estate Project and the Allottee/s hereby irrevocably agrees to accept the said share.

37. Further Assurances:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement of of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

38. Place of Execution:

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

- 39. The Allottee/s and/or the Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.
- 40. All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Allottee/s : Mr. Sachin Rohidas Shinde

: Mrs. Vidya Sachin Shinde

Address Room No 14, St. Georges Hospital Compound, Near Tell

Vasahat, C.S.T., Mumbai-400001, Maharashtra

Notified Email 1D : sachin_shinde009@yahoo.in

Promoter : Marathon Ener-Gen LLP

Address 702, Marathon Max, Mulund-Goregaon Link Road, Mulund

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Notified Email ID : customercare@marathonrealty.com

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

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

42. Stamp Duty and Registration Charges:

The charges towards stamp duty fees and registration charges of this Agreement shall be borne by the Allottee/s alone.

43. Dispute Resolution:

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

44. The Parties are assessed under the Income Tax Act and their respective Permanent Account Numbers are as under:

Promoter

: AAUFM8302P

Allottee/s

: BWQPS9755M, FFBPS7447E

45. Governing Law:

This Agreement and the rights and duties of the Parties arising out of this Agreement shall be governed by and construed in accordance with the laws of India and the competent courts of Thane/Mumbai shall have exclusive jurisdiction for all disputes arising under this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

(description of the said Larger Land)

All that pieces or parcels of land or ground situated lying and being and within the Registration District- Thane, Village - Desai, Taluka - Thane, District - Thane within the limits of Thane Municipal Corporation as follows:

	Sr. No.	Survey No.	Hissa No.	Area (Sq.mtrs.)
	Α	140	-	5360
	В	142	1	1100
***	С	142	3	14200
· ·	D	220	1B	25900
A SUB REGIS	E	220	2	1800
4 30 5 5 TO	Sell	220	5	3200
S NEON	1/3	232	-	450
E V	i z	141	2	4320
	1:	/ Total	· · · · · · · · · · · · · · · · · · ·	56330

On or Lwards the East by

30.00 M. Wide D.P. Road, Adj. S. No.218

On or towards the West by

: Adj. boundary of Village-Padle Adj. S. No.223

On or towards the South by

: 30.00 M. Wide D.P. Road, Adj. boundary of Village- Padle

On or towards the North by

: Adj. S.No.220/6, S. No.144, S.No.218, S. No.242

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Vshinde Allottee/s

THE SECOND SCHEDULE ABOVE REFERRED T

(description of the said Land)

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All that Land admeasuring 806.67 sq.mts. (approximately), situate at Village Desal, Talul Thane within the limits of Thane Municipal Corporation being the portion of the said Larger in First Schedule hereinabove.

esal, Taluka - Thane District said Larger Land as mentioned

THE THIRD SCHEDULE ABOVE REFERRED TO

(description of the said Premises)

All the right, title and interest in the Flat/Premises No. 405 admeasuring 37.89 square meters RERA carpet area on the 4 floor, in the said Building/Real Estate Project known as "Marathon Nextown" being constructed on the said Land described in the Second Schedule hereinabove with/without exclusive right to use the NIL number of Car Parking/s.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(description of Whole Project and Real Estate Project Details)

A. WHOLE PROJECT

1. Details of Whole Project:

- a. The Name of the Whole Project: 'Marathon Nextown' situate at Desai Village, near Saraswati School, Off Kalyan-Shil Road.
- b. The Area of Whole Project is as per First Schedule mentioned hereinabove.

2. Development:

- a. The Area of the Larger Land shall be developed in a phase-wise manner over a period of time. The Whole Project will consist of number of Real Estate Projects constituting various phase/s of the Whole Project.
- b. The Promoter is constructing the buildings as independent buildings/wings. However, either by basement or by stilt area or by commercial block or by podium, each one of the said buildings may be connected with other and/or horizontally connected to each other as horizontal extension to each other may be with common partition walls or by dead walls as the case may be and the Allottee/s is/are aware of the same.
- c. It was proposed to construct initially six (6) buildings i.e. being buildings namely, Sapphire, Coral, Emerald, Opal, Topaz, Amber on a portion of the said Larger Land which is shown washed with Red colour on the Proposed Layout Plan annexed hereto and marked as Annexure "12". Out of which Occupation Certificate in respect of buildings Opal, Topaz, Amber has been received as more particularly mentioned in this Agreement and the other buildings are under construction.
- d. Future Development: The Promoter proposes to construct Nine(9) buildings or more on the portion of the said Larger Land shown in Cyan colour on the Proposed Layout Plan annexed hereto and marked as Annexure "12". These buildings may be 29 or more floors and may or may not be connected with common basement/stilt/podium.

e. Future Development of Balance Area:

- i. The Layout consists of Amenity Plot which is proposed to be developed as per user specified by TMC under Accommodation Reservation Policy shown in Magenta colour on the Proposed Layout Plan annexed hereto and marked as Annexure "12". The buildings constructed on this plot may be 29 or more floors and may or may not be connected with common basement/stilt/podium.
- ii. The Layout consists of Municipal Housing Reservation which is proposed to 56 description as per the Accommodation Reservation Policy.
- iii. 30 mt road is proposed to be handed over to TMC for public y
- iv. Elevated Storage Reservoir may be constructed.

3. Sanctioned and Proposed Plan:

a. The development of the Whole Project is presently undertaken as per has been annexed hereto as Annexure "2".

The Promoter proposes to develop the Whole Project and the Real Estate Project are Proposed

Promoter

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Allottee/s

ereto as Annexure "12". The Promoter reserves the right to get the Proposed om the Concerned Authorities.

pace Index (FSI) and Proposed FSI for Whole Project: Details of

37667,\$8 Sq.mtrs.

- b. Proposed FSI: 221948.84 Sq.mtrs. proposed on account of the increase in the Floor Space Index in the locality or Floor Space Index available by paying premium or price to authorities or additional Floor Space Index becoming available on account of acquisition of Transferable Development Rights, or TDR that may be available due to development of amenity space, amalgamation of land parcels, changes in Development Plan, change in the DC Regulations or revised/New DC Regulations or other provisions under which additional FSI shall be made available to the development.
- 5. Details of Aggregate area of the recreation open space in respect of said Larger Land: 6704.64 Sq.mt.

6. Common Areas & Amenities:

The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee/s and are listed in the Sixth Schedule hereunder written ("Whole Project Amenities"). The common areas and amenities for the Whole Project shall be completed at the time of completion of the Whole Project.

7. The nature of the organization of Allottee/s to be constituted and to which the title of such land parcels is to be leased/conveyed on completion of the Real Estate Project/Whole Project are as more particularly specified in the Agreement.

B. REAL ESTATE PROJECT

1. Details of Real Estate Project:

- a. The development of building is known as "Marathon Nextown Coral" on the said Land consisting of 1 Plinth, 1 Stilt and Upto 16th floor is known as "Marathon Nextown Coral" ("Real Estate Project").
- b. Approvals, sanctions and permissions are as mentioned in this Agreement.

2. Details of Sanctioned Floors:

a. Number of floors sanctioned as on date for Real Estate Project: Upto 16th floor

A CONTRACTOR OF THE CONTRACTOR

3. Details of Proposed Floors:

a. Proposed number of floors for Real Estate Project: NIL

4. Type of Premises:

a. The Real Estate Project shall comprise of units/premises consisting of apartments, flat/s, tenement/s, duplexes, penthouses, offices, shops.

5. Sanctioned Floor Space Index (FSI):

a. Total FSI of 7767.02 Sq.mt. has been sanctioned for consumption in the construction and development of the Real Estate Project.

6. Proposed Floor Space Index (FSI):

The Promoter proposes to eventually consume a further FSI of 263.40 Sq.mt. aggregating to total FSI of 8030.42 Sq.mt. in the construction and development of the Real Estate Project. The additional FSI, over and above the same thoned FSI, could be utilized by the Promoter on account of the increase in the Floor Space Index in the locality or Floor Space Index available by paying premium or price to authorities or additional Floor Space Index becoming available on account of acquisition of Transferable Development Rights, of TDR that may be available due to development of amenity space, amalgamation of land parcels, changes in Development Plan, change in the DC Regulations or revised/New DC Regulations or other provisions und which additional FSI shall be made available to the development.

7. Common Areas & Amenities:

The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s

Promoter

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are listed in the Sixth Schedule hereunder written ("Real Estate Project Amenities") to this

8. Formation of Society and Conveyance:

a. The formation of the Society and Lease/Conveyance of land in the W mentioned in the Agreement.

9. Possession of the said Premises:

- a. The previous date of handover of possession disclosed to the Allottee/s, for completion of the said Premises in the Real Estate Project at the time of sale was 31/12/2018.
- b. Revised date of handover of the said Premises in the Real Estate Project is 30/06/2020.
- 10. The name and address of the Architect:

Saakaar Architects, 501, Ishkripa, Opp. New Girls School, Ram Maruti Road, Thane (West) 400 602.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(description of Amenities of Whole Project)

COMMON AMENITIES

- 1. Paved Access.
- 2. Grand Entrance Lobby.
 - *3. Membership to Clubhouse with Swimming Pool.
- 4. Pit Parking and Multilevel Stack Parking.
- 5. Well designed compound walls and Security gates.
- 6. Car Parks
 - * Item 3 is charged as provided in the Agreement.

The common areas and amenities as mentioned in this Schedule for the Whole Project shall be completed on the completion of the Whole Project.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(description of Common Amenities of Real Estate Project)

- 1. Stilt/s
- 2. Staircase/s
- 3. Entrance Lobby
- 4. High Speed Lifts
- 5. Fire Fighting Facility as per local norms

The common areas and amenities as mentioned in this Schedule for the Real Estate Project shall be completed on completion of the Real Estate Project.

THE SEVENTH SCHEDULE ABOVE REFERR

(description of Internal amenities of the said Premises)

(Internal Amenities alongwith branding and pricing)

				Page 35 c		
	Sr.G.	Internal Amenities	Brand	Price		
त क्रब	ابه ابه	All rooms with vitrified tiles flooring.	Rs.48/- per Sq.ft.			
	2	Walls and ceiling shall be painted	Acrylic Emulsion paint. Godavari/Asian Paint/Berger/Nitco/Dulux or equivalent			
	3	Granite Kitchen platform with Sink Stainless Steel	SS304 Satin Finish Carysil/Frankie/Nirali or equivalent	Rs.2200/- per no.		
out of the second section of the second of t	4	Kitchen wall above platform shall be finished with Ceramic Tiles up to 2' height and painted in Acrylic Emulsion paint above 2'.	Kajaria /Nitco /Johnson /Somany/Simpolo or equivalent of size 300mm x 450mm	Rs.34.5/- per Sq.ft.		
	5	All the Toilets shall be Designers Toilets with Ceramic tiles	Kajaria /Nitco/Johnson/Somany/Simpolo or equivalent	size 300x 450mm for Dado @Rs.34.5/- per Sq.ft. & 300x300mm for Flooring @Rs.33.5/- per Sq.ft.		
	6	All the Toilets shall have concealed plumbing with I.S.I. quality fittings.		-		
	7	All the Common Toilets shall have instant geyser for hot water facility, Chrome finish bathroom fittings and sanitary ware of ISI approved company.	3 liter Venus/ Racold/ Spherehot/ Rocket/ Jaquar or equivalent. CP & Sanitary fittings shall be of Jaquar /ROCA /Parryware/ CERA or equivalent.	Rs.2100/- per no.		
	8	All the Windows shall be made of powder Coated Aluminium	Jindal/Hindustan Aluminum/Global/Bonco or Equivalent sections.	_		
The state of the s	9	All the door frames shall be made of Red Merandi and Room shutters shall be of 35mm thk Flush doors with both side laminated. All the toilet shutters shall be both side laminated.	t K alnataru/Shreeu/	Rate of Main Door @Rs.123/-Sq.ft., Bedroom door @ Rs.208/- Sq.ft. & Toilet door @Rs.230/-Sq.ft.		
The state of the s	10	Intercom system at security gate for the communication in each flat shall be provided. M.T.N.L. telephone wiring shall be concealed.	<u>_</u>			
	ا ا الأي	Provision for T.V. cable connections in each flat shall be provided with concealed Plus Points.	-	-		
19 34	122 122	C.C.T.V. security vstem shall be provided to sares visitors at ground those	Make shall be of HikVision/ CP Plus/ Dahua/ Panasonic or equivalent.	-		
THES	***	Attable Electrical viring shall be concealed and flat will be having Copper wire. * Circumstre ters shall be provided in place of Fuses.	Copper wire of makes Polycab / KEI / Finolex or equivalent. Circuit make ABB/ Schneider /L&T /Anchor/ Siemens or equivalent.	-		

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

Promoter

1860-

Allottee/s

SIGNED, SEALED AND DELIVERED

by the withinnamed "Promoter"

Marathon Ener-Gen LLP

through its Authorized Signatory

.Dwaxaaah.A.Rao.....

in the presence of

1. Defeli fertu K

2 Cheson Blyhoute

SIGNED AND DELIVERED

by the withinnamed "Allottee/s"

Mr. Sachin Robidas Shinde

Mrs. Vidya Sachin Shinde

in the presence of ...

1. Despel peti Genty

2. Meter Birhade

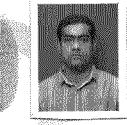
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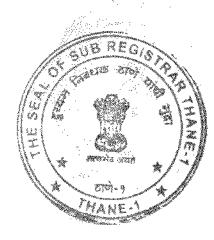
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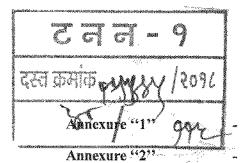
Daynabed Marines Authorized Signator











Annexure "3"

List of Annexures

Receipt

Sanctioned Layout Plan

The N. A. permission dated 7th May, 2012 issued by the Collector,

Thane for a portion of the Larger Land admeasuring 56,330 square

meters

Annexure "4" IOD dated 5th November, 2012 bearing reference no. V.P.

No.S11/0014/2010 TMC/TDD/0706/12 issued by the TMC

Annexure "5" The development permission dated 4th November 2015 bearing

reference no. S11/0014/2010 TMC/TDD/1544/15 issued by TMC

The Commencement Certificate dated 25th January, 2018 bearing

Annexure "6" - reference no. V.P.No. S11/0014/10 TMC/TDD/2494/18 issued by

TMC

Annexure "7" The authenticated copies of the Survey Register for 7/12 Extract (Village

Form VII-XII) with respect to the Larger Land

Annexures "8" & "8A" Title Report dated 30th December, 2014 and Addendum to Title Report

dated 15th July, 2017 issued by Adv. Prasanna Tare

Annexure "9" - Sanctioned Floor Plan

Annexure "10" - Premises and Transaction Details

Annexure "11" - RERA Certificate

Annexure "12" - Proposed Layout Plan



Allottee/s

टनन-दस्त क्रमांक क्यु ट्र

ANNEXURE "1" RECEIPT

Rs.1,56,519.00 (Rupees: One Lakh Fifty Six Thousand Five Hundred Ninteen Only) bei

part price / consideration in respect of sale of the Premises hereinabove mentioned as follows:

Received towards service tax/GST	12,522.00
Received towards consideration of said flat	1,56,519.00
Total	1,69,041.00

Sr. No.	Cheque/ RTGS No.	Cheque Date	Bank	Amount (Rs.)		
1	194536	Jul 14, 2018	Axis Bank	51,000.00		
2	819721830133	Jul 16, 2018	Axis Bank	49,000.00		
3	824112214398	Aug 29, 2018	Axis Bank	69,041.00		
			A Total	1,69,041.00		

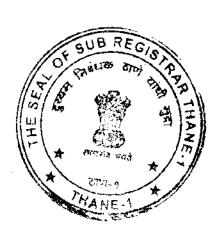
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For Marathon Ener-Gen LLP

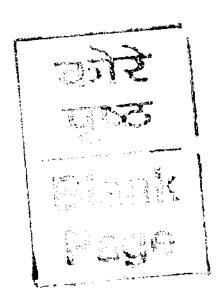
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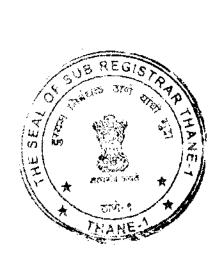
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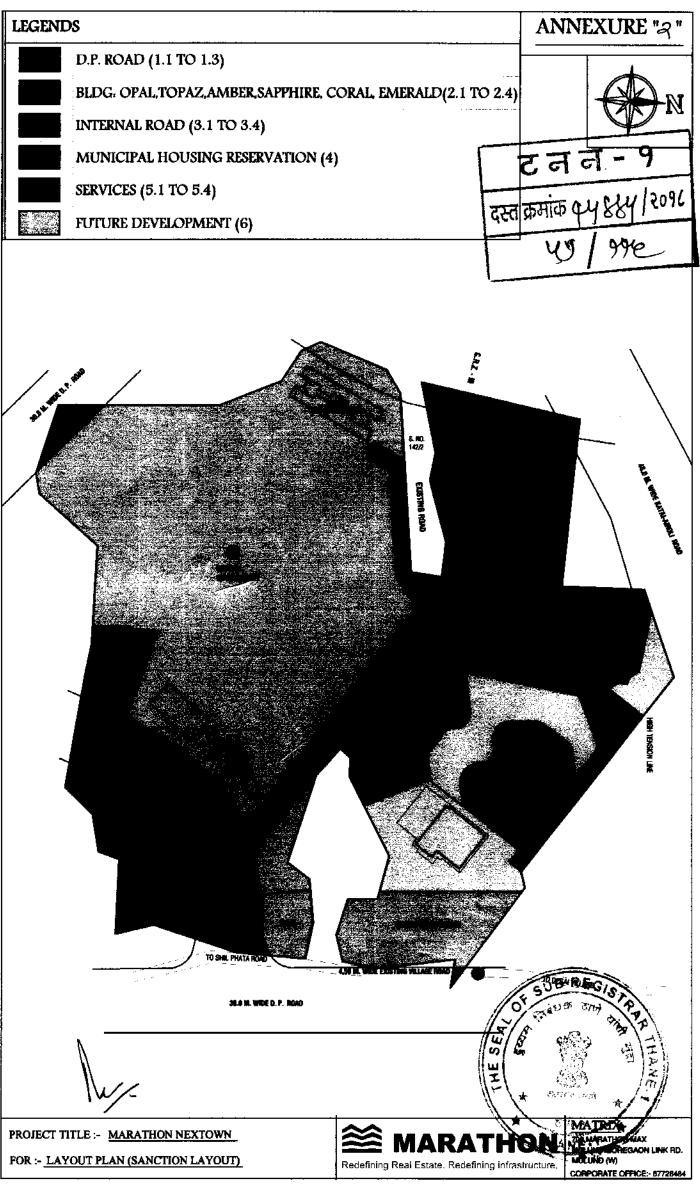
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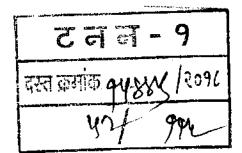


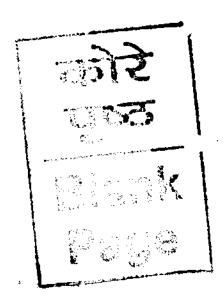




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क्र.महसूल/क-शहे-१/एनएपी/मीजे दसाई/प्रसम्बद्धाः २०१६०११ 9 जिल्ह्याधकारी कार्यालय ठाणे विनोक = 7 MAY WIL दस्त क्रमांक अ४६५

वाचले :-

१. श्री.विष्णू गोविंद म्हात्रे व इतर यांचे कुकामूखत्यारपत्रधारक मे.माते हरी रियलिट्रॉिस्ट क्रागीदार श्री.शैलेश भानुवाली, रा.३५, कपीश, एक जी रोड, मुलूंड प. यांचा दिनांक २३/१२/१०११ व दिनांक ०४/०४/२०१२ रोजीचा अर्ज.

२. दिनांक ३१/०१/२०१२ रोजीच्या दैनिक 'महाराष्ट्र जनमुद्रा' व दैनिक जनमत च्या अंकातील

 ठाणे महानगरपालिका यांचेकडील पत्र क्रव्ही.पी नं. एस-११/००१४/१० टीएमसी/ टीडीडी/ ०४९७/११, दिनांक ०१/११/२०११

४. युएलसीकडील आदेशाबाबत अर्जवार यांनी दिलेले विनांक २२/१२/२०११ रोजीचे शपथपत्र व बंधपत्र

५. अर्जदार यांनी सादर केलेले दिनांक २२/१२/२०११ रोजीचे प्रतिज्ञापत्र

६. तहसिलदार ठाणे यांचेकडील स्थानिक चौकशी अहवाल पत्र क्र. महसूल/क-१/टे-२/ जमिनबाब/ एसआर-९०, दिनांक ३०/०९/२०११ व पत्र क्र.महसूल/क-२/टे-७/कावि-२, दिनांक १९/०८/११, क्र.महसूल/क-२/टे-७/कावि-२४२८/२०१२, दिनांक ३१/०१/२०१२

७. १) उपजिल्हाधिकारी, भूसंपादन, लघुपाटबंधारे ३रा माळा, ठाणे यांनी त्यांचेकडील पत्र क्र.भूसं/ल.पा./टे-१/एसआर-११३, दिनांक ३१/०१/२०१२ २) उपजिल्हाधिकारी, भूसंपादन, लघुपाटबंधारे, ठाणे (५ वा माळा) यांनी त्यांचेकडील पत्र भूसंपादन/टे-१/२०११/विश-१३१/जा.क.२१७, दिनांक ०६/०३/२०१२ ३) उपजिल्हाधिकारी, भूसंपादन, विशेष घटक, ठाणे यांनी त्यांचेकडील पत्र क्र.भूसंविअ/नाहवा(2१७, दिनांक २४/०२/२०१२ ४) उपजिल्हाधिकारी, भूसंपादन, मेट्रो सेंटर क्र.३ ठाणे यांनी त्यांचेकडील पत्र क्र.भूसं/मे.सें.३/एसआर-१२८, दिनांक /०२/२०१२ ५) विशेष भूसंपादन अधिकारी, उल्हासखोरे प्रकल्प, ठाणे यांचेकडील अभिप्राय ,अप्राप्त ६) उपविभागीय अधिकारी ठाणे विभाग ठाणे यांनी त्यांचेकडील पन्न क्र.टिडी/टे-/भूसंदा/कावि-/एसआर-३५/२०१२, दिनांक ३०/०१/२०१२

आवेश :

उया अर्थी, श्री.विष्णू गोविंद महात्रे व इतर यांचे कुळमूखत्यारपत्रधारक मे.मातेश्वरी रियलिटर्सचे भागीदार श्री.शैलेश भानुषाली, रा.३५, कपीश, एम जी रोड, मुलूंड प. यांनी ठाणे जिल्हयातील ठाणे तालुक्यातील मीजे देसाई, येथील स.नं. १४०, १४१/२, १४२/१, १४२/३, २२०/१व, २२०/२, २२०/५, २३२ चे एकूण, क्षेत्र ५६,३३०-०० चौ.मी.. एवढ्या जागेचा रहिवास व वाणिज्य या बिगर शेतकी प्रयोजनार्थ वापर करण्याची परवानगी मिळण्याबाबत अर्ज केलेला आहे.

आणि ज्या अर्थी दिनांक ३१/०१/२०१२ रोजीच्या दैनिक 'महाराष्ट्र जनमुद्रा' घ दैनिक जनमत या स्थानिक वृतपत्रात जाहिरात दिलेली होती त्यानुसार मुदतीत कोणतीही हरकत / तक्रार प्राप्त **झालेली दिसून येत नाही.**

त्या अर्थी आता महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम ४४ अन्वये जिल्हाधिकारी ठाणे यांच्याकडे निहित करण्यांत आलेल्या अधिकारांचा वापर करून जिल्हाधिकारी यादारे विष्णू गोविंद म्हात्रे, किसन गोविंद महात्रे, प्रमाबाई गोविंद म्हात्रे, हीसाबाई गोविंद महात्रे, बेबीबाई गोविंद महात्रे, जिजाबाई गोविंद भोईर, मोतीराम बेंहु म्हान्ने, नितेश करसन म्हाने, तेजस, मैंनिका हरिष फेणे, निराबाई करसन म्हाने, नयनाथ तुळशीराम महात्रे, साजन, मोहिनी, सारिका, मनता, बाबुराव शांताराम महात्रे, वसंत शकर महत्ते शीपत, मारुती, व्यारकाशाई रतन महात्रे, सुनिल, विनोद, अंजनी गणेश बाटील, मागुबाई नारायण महत्त्रे, संत राजवार, क्षेत्रवार गंगायर महात्रे, मेणका, सुनित्रा केशव महात्रे, विकास, किरण, रूपेश, मास्कर पांबुरंग महात्रे, सांताबाई वामन महात्रे, क्रांसाबाई महात्रे, मेणका, सुनित्रा केशव महात्रे, विकास, किरण, रूपेश, मास्कर पांबुरंग महात्रे, सांताबाई वामन महात्रे, क्रांसाबाई पद्माक्त म्हान्ने, सुनिल, दिनेश, रेखा अशोक देसले यांना ठाणे तालुक्यातील माने देसाई सेशील सिनी १५०, १४१/२, १४२/१, १४२/३, २२०/१व, २२०/२, २२०/५, २३२ चे एकूपा, अप्र ५६, ३०००० चीत्रमा विक महानगरपालिकेने आराखडा मंजुरीसाठी विचारात घेतलेले क्षेत्र ५५, हरीक ३० ची.सी. मैकी १४५ कि. ची.मी. क्षेत्रापैकी १३९७८-०८ची.मी. रहिवास च ६०५-५७ ची.मी. वर्मेशाज्य या विगर शतक्ते प्रयोजनार्य वापर करण्याबाधत पुढील शर्तीवर अनुज्ञा (परमीशन) देण्यांत येत असूर्य महानीरपाबिकेक्टील एकत्रित बांधकाम नकाशांनुसार खालील क्षेत्रावर बांधकाम अनुनेय नाही.

ट ल हिंग्नीट वाईड ही पी रोड रे. सी आर झेड सीवमधील क्षेत्र दस्त क्रमाक १४ मिहारामिके हेर्क्सम आरक्षणाचे क्षेत्र **प्रमितिटी ओपन स्पेस**

४५०५-७० चौ.मी. १२०३-०१ चौ.मी. २४४३-२० चौ.मी. २३६६-७६ चौ.मी. ६७४५-२९ ची.मी. १७२६३-९६ ची.मी.

एकुण

त्या शर्ती अशा:-

THAN

ही परवानगी अधिनियम त्याखालील केलेले नियम यांना अधिन ठेवून देण्यांत आलेली आहे.

अनुजाग्राही व्यक्तीने (ग्रॅंटीने) अशा जमीनीचा वापर व त्यावरील इमारतीच्या आणि किंवा अन्य बांधकामाचा उपयोग उक्त जमीनीचा ज्या प्रयोजनार्थ उपयोग करण्यांस परवानगी देण्यांत आली असेल त्या प्रयोजनार्थ केवळ केला पाहिजे. आणि त्याने अशी जमीन किंवा तिचा कोणताही भाग किंवा अशी इमारत यांचा इतर कोणत्याही प्रयोजनार्थ जिल्हाधिकारी ठाणे यांच्याकडून तशा अर्थाची आगाऊ लेखी परवानगी मिळविल्याशिवाय वापर करता कामा नये. इमारतीच्या वापरावरुन जमिनीचा वापर ठरविण्यांत येईल.

अशी परवानगी वेणा-या प्राधिका-याकडून अशा भूखंडाची किंवा त्यांचे जे कोणतेही उपभूखंड करण्या बाबत मंजूरी मिळाली असेल त्या उपभूखंडाची आणखी पोट विभागणी करता कामा नये.

अनुजाग्राही व्यक्तीने (अ) जिल्हाधिकारी व संबंधित नगरपालिका प्राधिकरण यांचे समाधान होईल अशा रीतीने अशा जमीनीत रस्ते,गटारे वगैरे बांधून आणि (ब) भूमापन विभागा कडून अशा भूखंडाची मोजणी व त्यांचे सीमांकन करुन ती जमीन या आवेशाच्या तारखे पासुन एक वर्षाच्या आंत मंजूर आराखड्या प्रमाणेच काटेकोरपणे विकसित केली पाहिजे. आणि अशा रीतीने ती जमीन विकसित केली जाईपर्यंत त्या जमीनीची कोणत्याही रीतीने विल्हेवाट लावता कामा नये.

अनुज्ञाधाही व्यक्तीस असा भूंखंड विकावयाचा असेल किंवा त्यांनी इतर प्रकारे विल्हेवाट लावायची असेल तर अशा अनुज्ञाग्राही व्यक्तीने तो भूखंड या आदेशात आणि सनदीमध्ये नमूद केलेल्या शर्तीचे पालन करुनच विकणे किंवा अशा शर्तीनुसारच त्याची अन्य प्रकारे विल्हेवाट लावणे आणि त्यांचे निष्पादित फेलेल्या विलेखात तसा खास उल्लेख करणे हे त्यांचे कर्तव्य असेल.

या सोबत जोडलेल्या स्थळ आराखडयात आणि किंवा इमारतीच्या नकाशात निर्दिष्ट केल्या प्रमाणे **ञ्**तक्या जोते **क्षेत्रावर बांघकाम करण्याविषयी** ही परवानगी देण्यांत आलेली आहे. सदर भूखंडातील नकाशात दर्शविल्या प्रमाणेच उर्वरित क्षेत्र विना बांधकाम मोकळें सोडले पाहिजे.

प्रस्तावित बांधकाम हे नकाशात दर्शविलेल्या मजल्या पेक्षा जास्त मजल्याचे असू नये.

प्रस्तावित इमारत किंवा कोणतेही काम (असल्यास) त्यांच्या बांधकामास सुरुवात करण्यापुर्वी अनुज्ञाग्राही व्यक्तीने (ग्रॅंटीने) ठाणे महानगरपालिका यांची असे बांधकाम करण्याविषयीची आवश्यक ती परवानगी मिळविणे हे अशा व्यक्तीवर बंधनकारक असेल.

अनुज्ञाग्राही व्यक्तीने सोबत जोडलेल्या नकाशात दर्शविल्याप्रमाणे सीमांतिक मोकळे अंतर (ओपन मार्जीनल डिस्टेंसेस) सोडले पाहिजे. ठाणे महानगरपालिकेच्या पत्रातील सर्व अटी व शर्ती अनुजाग्राहीवर बंधनकारक रहातील.

या आदेशाच्या दिनांका पासून एक वर्षाच्या कालावधीत अनुज्ञाग्राही व्यक्तीने अशा जमीनीचा बिगर शेती प्रयोजनासाठी बापर करण्यास सुरुवात केली पाहिजे. मात्र चेळोवेळी असा कालावधी वाढिविण्यांत आला असेल तर ती गोष्ट अलाहिंदा. अनुजाग्राही व्यक्तीने उपरोक्त प्रमाणे न केल्यास ही परवानगी रह करण्यांत आली असल्याचे समजण्यांत येईल.

अनुज्ञासाही व्यक्तीने अशा जमीनीचे बिगर शेतकी प्रयोजनार्थ वापर करण्यांस ज्या दिनांका पासून सुरुवात चेत्र्ली असेल किंवा ज्या दिनांकास त्यांने अशा जमीनीच्या वापरात बदल केला असेल तर तो दिनांक त्याने एक महिन्याच्या आंत तलाख्या मार्फत ठाणे तहसिलदारांस कळविले पाहिजे. जर तो असे करण्यांस चुकेल तर महाराष्ट्र जमीन महसुल (जमीनीच्या वापरातील बदल व बिगरशेतकी आकारणी) नियम १९६९ मधील नियम ६ अन्वये त्याच्यावर कार्यवाही करण्यांस असा अनुजाग्राही पात्र ठरेल.

११०० पितरहु आहे। एवा दिनांकापासून सदर अनुजाग्राहीने त्या जिमनीच्या संबंधात दर ची.मी. मागे क्रिक्ट रुपये कराने विकार शेतकी आकारणी दिली पाहिजे. किंघा परवानगीच्या तारखेच्या पूर्वलक्षी प्रभावाने अथवा त्यहांतर असलात येणारे बिनशेती दराने बिनशेती आकार देणे बंधनकारक राहिल. अशा बनिनीच्या बापरात कोणाँगडी प्रकारचा बदल करण्यांत आला तर त्या प्रसंगी निराळ्या दराने बिगर शैतकी आर्क्सी जीच्या हुनीकी मुदत अजून समाप्त खावयाची आहे ही गोष्ट विचारांत घेण्यांत ग्रेणार नाही.



१२. सदर जागेची अती तातडीची मोजणी फी रक्कम रूपये १,९८,०००/-(अक्षरी एक लाख अञ्च्यात्रव हजार रुपये मात्र) चलन क्र.३१३/२०१२, (भारतीय स्टेट बँक शाखा टाणे चलन क्र.जें-०१५८५००/३१५) दिनांक ०४/०५/२०१२ अन्वये शासन जमा केली आहे.

१३. भूमापन विभागाकडून जमीनीची मोजणी करण्यांत आल्यानंतर अशा जमीनीचे जितके क्षेत्रफळ १२०१८ आढळून येईल तितक्या क्षेत्रफळानुसार या आदेशात आणि सनदीमध्ये नमूद केतल क्षेत्र तसेच बिग्रिशेतको १२०१८ आकारणी यांत बदल करण्यांत येईल.

१४. सदर जमीनीच्या बिगरशेतकी वापरास प्रारंभ केल्याच्या दिनांका पासून तीन वर्षाच्या केलावधीत अनुजागीने अशा जमीनीवर आवश्यक ती इमारत बांधली पाहिजे. अन्यथा सदरहू आदेश रद् समजण्यांत येईल. व अनुजाग्राही यांना अकृषिक परवानगीसाठी नव्याने अर्ज सादर करावा लागेल.

१५. पुर्वीच मंजूर केलेल्या नकाशाबरहुकुम अगोदरच बांधलेल्या इमारतीत अनुजाग्राहीने कोणतीही भर घालता कामा नये किंवा ती मध्ये कोणताही फेरबदल करता कामा नये. मात्र अशी भर घालण्यासाठी किंवा फेरबदल करण्यासाठी जिल्हाधिका-यांची परवानगी घेतली असेल आणि अशा भरीचे किंवा फेरबदलाचे नकाशे मंजूर करून घेतले असतील तर ती गोष्ट वेगळी.

१६. अनुज्ञाग्राही व्यक्तीने आजुबाजुच्या परिसरांत अस्वच्छता व घाण निर्माण होणार नाही अशा रीतीने आपल्या स्वतःच्या खर्चाने आपली पाणीपुरवठयाची व सांडपाण्याचा निचरा करण्याची व्यवस्था केली पाहिजे.

जिमनीच्या विगरशेतकी वापरास प्रारंभ केल्याच्या दिनांका पासून एक महिन्याच्या कालावधीत प्राही व्यक्तीने महाराष्ट्र जमीन महसुल (जमीनीच्या वापरात बदल व विगरशेतकी आकारणी) नियम प्रातील अनुसूची पाच मध्ये दिलेल्या नमुन्यात एक सनद करुन देऊन तीत या आदेशातील सर्व शर्ती है स् करणे त्यास बंधनकारक असेल.

या आवेशात आणि सनदीमध्ये नमूद केलेल्या शर्तींपैकी कोणत्याही शर्तीचे अनुज्ञाग्राही व्यक्तीने स्तधन केल्यास उक्त अधिनियमाच्या उपबंधान्यये असा अनुज्ञाग्राही ज्या कोणत्याही शास्तीस पात्र उरेल त्या शास्तीस बाधा न येऊ देता ठाण्याच्या जिल्हाधिका-यास तो निर्दिष्ट करेल असा दंड आणि आकारणी भरत्यानंतर उक्त जमीन किंवा भूखंड अर्जवाराच्या ताब्यात राहू देण्याचा अधिकार असेल.

- १८व. वरील खंड अ) मध्ये काहीही अंतर्भूत असले तरीही या परवानगीच्या तरतूवीविरुदय जाऊन कोणतीही इमारत किंवा बांधकाम उमे करण्यांत आले असेल किंवा तरतूवी विरुद्य या इमारतीच्या किंवा बांधकामाचा वापर करण्यांत आला असेल तर विनिर्दिष्ट मुदतीच्या आंत अशा रीतीने उमारलेली इमारत काढून टाकण्याविषयी किंवा तीत फेरबदल करण्याविषयी ठाण्याच्या जिल्हाधिका-याने निर्देश देणे विधी संगत असेल. तसेच ठाण्याच्या जिल्हाधिका-याला अशी इमारत किंवा बांधकाम काढून टाकण्याचे किंवा तीत फेरबदल करण्याचे काम करवून घेण्याचा किंवा त्या प्रित्यर्थ आलेला खर्च अनुज्ञाग्राही व्यक्तीकडून जमीन महसूलाची धकबाकी महणून वसुल करून घेण्याचा अधिकार असेल.
- १९. दिलेली ही परवानगी मुंबई छुळविहवाट व शेतजमीन अधिनियम १९४८, महाराष्ट्र ग्रामपंचायत अधिनियम आणि नगरपालिका अधिनियम इ.सारख्या त्या चेळी अंमलात असलेल्या इतर कोणत्याही कायधाचे कोणतेही उपबंध प्रकरणाच्या अन्य संबंधीत बाबींच्या बाबतीत लागू होतील. त्या उपबंधाच्या अधिन असेल.
- २०. अनुज्ञाग्राही यांनी बिगरशेतकी आकारणीच्या पाचपट रक्कम रूपये ३५,०००/- (अक्षरी रक्कम रूपये पस्तीस हजार मात्र) रुपांतरीत कर (कन्दर्शन टॅक्स) म्हणून इकडील चलन फ्र.३८४/२०१२, (भारतीय स्टेट बॅंक शास्त्रा टाणे चलन क्र.१५६९१६१२/३१४) दिनांक ०४/०५/२०१२ अन्दये सरकार जमा केली आहे.

२१. अनुजाग्राही यांनी ठाणे महानगरपालिका यांचेकडील मंजूर नकाशाबरहुकुमच बांधकाम केले पाहिजे.

२२. अनुजाग्राही यांनी ठाणे महानगरपालिका यांचे कहिल बांधकाम नकारा व्यक्तिका कर्या विकास केर्यास अगर बांधकामा मध्ये बदल करून जावा चट्ड्रिकेन्न निर्देशांक व्यवस्था अनुजाग्राही है । महाराष्ट्र प्रावेशिक नगररचना अधिनियम १९६६ चे करूम ५२ अन्यये फीजवारी स्थलकाया गुली बांधका क्रिकरण्यांस पात्र रहातील च असे जावा बांधकाम दूर करण्यांस पात्र राहील.

२३. या प्रकरणात पिण्याच्या पाण्याची सोय करण्याची जवाबदारी अनुज्ञाग्राही योचेर रहिलि. आणि पिण्याच्या पाण्याची सोय झाली आहे किंदा कसे या बाबत खात्री झाल्याशिदाय ठाणे नवान्यस्थालिके संबंधित विकासकास इमारत वापर परवाना देऊ नये.

२४. जागेच्या भुसंपादनाबाद्यत भविष्यात काही प्रश्न निर्माण झाल्यास संपादन क्षेत्र सोहुन देणे है अन्जाराजीवर द्यंपनकारक राजील

टनन-१

दस्त क्रमांक क्षेत्र प्राप्त वृद्ध ऑफ हार्कीसँग विरुद्ध महाराष्ट्र शासन या मा.उच्च न्यायालयातील रिट याचिका मा.न्यायालयाचे अंतरीम स्थिगतीबाबत शासनाचे महसूल व वन विभागाचे पत्र क्रमीखिन-र्क १०/११/ग्रेड मधील भारन्यायालयाचे अंतरीम स्थिगतीबाबत शासनाचे महसूल व वन विभागाचे पत्र क्रमीखिन-रक १०/११/२०११ मधील सुचनांनुसार मा.न्यायालयाचे अंतीम अधीन राहुन सदर परवानगी वेणेत आली असून मा.उच्च न्यायालय / शासन याबाबतीत जे निर्णय / आवेश देतील ते अर्जदार यांचेवर बंधनकारक राहतील

२६. अर्जदार यांनी जागेच्या मालकी हक्काबाबत जागेवर येणेजाणेसाठी रस्ता असलेबाबत, सदर जागेबाबत कोणत्याही न्यायालयात दावा प्रलंबित नसलेबाबत इत्यादी बाबत प्रतिज्ञालेख दिनांक २२/१२/२०११ रोजी दिलेला आहे. सदर प्रतिज्ञालेखातील सर्व अटी व शर्ती अनुज्ञाग्राहीवर बंधनकारक राहतील. सदर प्रतिज्ञापत्रातील अटी व शर्ती पैकी एकाही अटीचे उल्लंघन झालेस विलेली परवानगी रद्द होईल.

२७. सदर स.नं. ची जिमन खारलॅन्ड विभागात समाविष्ट असल्यास खारलॅन्ड विभागाची विकास कराराची रक्कम त्यांचे कार्यालयांत जमा करणे अर्जदार यांचेवर बंधनकारक राहील.

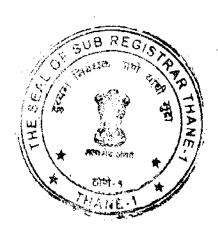
२८. अर्जदाराने सादर केलेली कागदपत्रे खोटी अथवा दिशाभुल करणारी आढळुन आल्यास सदरची बिनशेती परवानगी आपोआप रद्द समजणेत येईल.

> सही/-(ए. एल. ज-हाड) जिल्हाधिकारी ठाणे

प्रति, श्री विष्णू गोविंद म्हान्ने व इतर प्रावेसाई तालुका व जिल्हा ठाणे

निर्गमित केले

जिल्हायिकारी ठाणे करिता



Certificate No. 001220



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THANE MUNICIPAL CORPORATION, THAT ET AND PHILD ON 1844 12096

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AMENDED

Issued

(Regulation No. 3 & 24) SANCTION OF DEVELOPMENT PERMISSION / KNAMMENGENGENG KERKINGAKE.

Bldg. No. A, B, C: Stilt + 1 to 10 + 11(Pt) + 12 (Pt), D:- Ground floor only

V. P. NO. S11/0014/2010 TMC/TDD/0706/12 Date: 05/11/201	9
To. Shri/Smt. Sandeep Prabhu (Architect)	_
(For M/s. SAAKAAR)	
Shri. Mr. Vishnu Govind Mhatre & Others (Owners)	
Mr. Vishitu Govitu Milatre & Others (Owners) Mr. Mahendra Patel & Shallesh Bhangshali (Partner of M/s. Mateshwari Reginos Builders & Developers (P.O.A.H.)	
With reference to your application 1810 date 0/06/2012 for development	
permission / grant of Commencements certificate under section A5 & 69 of the Maharashtra Regional and Town Planning Act, 1966 to carry out development work and or to	
erect building NAs above in village Desail Sector No XI Situated at Road / Street	
erect building Nos above in village Desai Sector No. XI Situated at Road/Street Existing Road S.No. / C.T.S. No. / F.P. No. S. No. 141/2, 142/1, 142/3, 220/1B, 220/2, 220/5, 232	
the development permission? the commencement cartificate 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 of 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 is comparable Gertificate shall remain	
valid for a period of one year Commencing from the date of its issue.	
4) This permission does hit entitle you to develop the land which does not west in you.	
 भी .सी . पूर्वी भूखडु चा अकृषिक आदेश सार्टर करणे आवश्यक आहे. 	
६) सी सी पूर्वी नियोजित बांधकामाकरीता पाणी पुरवदा विमागांचा नाहरकत दाखला सादर	
करणे आवश्यक	
(७) सी.सी.पूर्वी इलेक्ट्रीक सब स्टेशन करीता M.S.E.B. कडून NOC सादर करणे आवश्यक.	
2	
९) सी. सी. पूर्वी स्ट्रॉर्म वॉटर ड्रेनेजबाबतचा नकाशा ड्रेनेज विभागाकडुन मंजुर करुन	
घेऊन त्यानुसार काम केल्याचे प्रमाणपत्र वापर परवान्यापुर्वी सादर करावा.	
WARNING: PLEASE NOTE THAT THE DEVELOPMENT IN	

PLANNING ACT. 1966. Yours faith Office No. Office Stamp _ Date _

AMOUNTS TO COGNASIBLE OFFENCE PUNISHABLE UNDER THE MAHARASHTRA REGIONAL AND TOWN

> Maximipal Componentian of LOGGET IN XIM ARK

टनन- 9 ति ति वृति संपूर्ण इमारतीचे काम भूकंप प्रवण स्तरानुसार संबंधित आयं एस. कोड मधील दस्त क्रमाक (भारतक्रिम्माणे केल्पाबाबत जोत्यापूर्वी व वापर परवान्यापूर्वी आर.सी.सी. तज्ञांचे स्टॉबेलीटी

पूर्वी रात्याखालील क्षेत्र तसेच म्युनिसिपल हौसिंग (आरक्षण क्र. १) आरक्षणाने बाधीत जिमनीचे क्षेत्र ठाणे महानगरपालिकेच्या नावे करण्यासंबंधी नोंदणीकृत घोषणापत्र सादर करणे आवश्यक व सदर क्षेत्र जोता प्रमाणपत्रापुर्वी ठाणे महानगरपालिकेच्या नावे केल्याचा ७/१२ उतारा सादर करणे आवश्यक.

- काम सुरू करण्यापुर्वी नियोजित बांधकामाची माहिती दर्शविणारा माहिती फलक जागेवर 92) लावावा.
- जोता प्रमाणपत्रापुर्वी मोजणी नकाशान्वये भूखंडाच्या हद्दीवर कुंपण भिंत बांधणे आवश्यक. 93)
- वापर परवान्यापूर्वी आर जी व अंतर्गत रस्ते विकसित करणे आवश्यक राहील. १४)
- वापर परवान्यापूर्वी उद्घाहन यंत्राबाबतचा परवाना व अनुज्ञप्ती प्रमाणपत्र सादर करणे 94) आवश्यक राहील.
- वापर परवान्यापुर्वी ड्रेनेज विभागाकडील संरचने नुसार S.T.P. बांधकाम करुन कार्यान्वित ٩٤)
- वापर परवान्यापुर्वी वृक्ष, पाणी, ड्रेनेज विभागाचे नाहरकत दाखले सादर करावेत. 90)
- भूखंडाचे मालकीबाबत / हद्दीबाबत काही वाद निर्माण झात्यास त्यास ठाणे महानगरपालिका जबाबदार राहणार नाही.
- वापर परवान्यापूर्वी रेन वाटर हार्वेस्टींगची तरतुद करणे आवश्यक.
- वापर परवान्यापूर्वी सौर उर्जेव्दारे पाणी गरम करण्याची यंत्रणा बसवून कार्यान्वित करणे आवश्यक.
- २१) सी.सी. पूर्वी सेवा कर व कामगार केल्णाकारी उपकर निधीचा भरणा करणे आवश्यक.
- सी.सी. पूर्वी अग्निशमन विभागाचा नाहरकत दाखला सादर करणे आवश्यक.
- २३) एकूण बांधीव क्षेत्र २०,०००.०० चौ.मी. पेक्षा जास्त क्षेत्र प्रस्तावित करण्यापूर्वी M.O.E.F. विभागाचा नाहरकते दाखला सिंदर करणे आवश्यक 🚟 🦈
- इमारत क्र. डी करीता पहिला मजला प्रस्तावित करण्यापूर्वी दीन जिने प्रस्तावित करणे आवश्यक.

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

सावधान

"मंजुन तुक्तशानुसार वांधकाम ने करणे तसेच विकास निर्यत्रण नियमायलीनुसार आयश्यक त्या पर्वास्त्र केलाहे अध्यक्षम वापर करण महाराष्ट्र प्रदिशिक र नगर स्वाह भी धनियमाचे कलम ५२ अनुसार देखलपात्र मेन्द्र देखे ते त्यासाठी जारतीत माजकारक स्वाह से व र मेन्द्र देखे होज भावता."

Yours faithfully,

Executive Engineer, Development Department, Municipal Corporation,

The city of Thane.

Copy To

Dy. Municipa Commissioner -E.E. (Encreachment)

Contractent Authority (U. L. C.) for sec. 20, 21 & 22

TILR for necessary correction in record of Land is affected by Road Widening /Reservation.



THANE MUNICIPAL CORPORATION, THANE Regulation (Registration No. 3 & 24) SANCTION OF DEVELOPMENT PERMISSION / COMMENCEMENT CONTENTS

Certificate No.

Amended

PERMISSION / COMMENCEMENT CERTIFICATE

Proposed building :- A, B, C- स्टील्ट + १ ते १० + ११(Pt)+ १२(Pt)+ १३(Pt) ते १८(Pt) floors, D - Stilt + 1 floor,

E – St + 1^{st} to 12 floors, F – St + 1^{st} to 15 + 16(Pt) floors, H – Ground floor, I (EWS – LIG) – St + 1^{st} to 8 + 9(Pt), Fitness Centre – Gr + 1 floor only
V. P. No. New V.P. No. S11/0014/10 TMC / TDD //544 //5 Date: 4/11/2015
To, Shri / Smt. Sandeep Prabhu (Architect)
(For M/s. SAAKAAR)
Shri Mr. Vishnu Govind Mhatre & Others Owners) (Owners)
Mr. Mayur Ramaiklal Shah & Kaivalya Chetan Shah (Paytners of M/s Marathon ENER - Gen LLP) (P.O.A.H.)
(FAITHEIS OF INES. Internation in the contract of the contract
The state of the s
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 Desai Sector No. XI Situated at Road/Street Existing Road S. No. / C.S.T. No. / F. P. No. 140, 141/2, 142/1, 142/3,
220/18, 220/2, 220/5, 232
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 Commenceing from the date of its issue.
4) This permission does not entitle you to develop the land which does not vest in you.
५) सुधारीत परवानगी क्र. s11/0014/10 ठामपा/शविवि/०७०६/१२ दि. ०५/११/२०१२ मधील
अटी बंधनकारक राहतील.
६) सी.सी. क्र. वि.प्र.क्र. s11/0014/10 ठामपा/शविवि/०८४७/१३ दि. ३०/४/२०१३ मधील अटी
बंधनकारक राहतील.
७) इमारत क्र. ए, बी व सी करीता जोता प्रमाणपत्र क्र. वि.प्र.क्र. S11/0014/10
ठामपा/शविवि/पीसीसी/०३५७ /१४ दि. २२/७/२०१४ मधील अटी बंधनकारक राहतील.
्र १० १०
८) नव्याने प्रस्तावित केलल्या इमारताच्या जाता प्रमाणपत्रापुवा सुधारात अकृषाक आपरा सापर करण
आवश्यक.
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
PLANNING ACT. 1966
Office No.
Office No.
Office Stamp
Date
Issued Municipal Corporation of the city of Those.
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रित क्रिमीक माम्याच्या स्वासीकृत्या मर्यावरण विभागाने दि. १५ जुन २०१३ रोजी दिलेल्या नाहरकत दाखल्यातील अंदी बंबनकारक सहवीत.

- ऑनिशमेन विकास कील दि. १५/०९/२०१५ रोजीच्या ना हरकत दाखल्यातील अटी बंधनकारक राहताल. तसेच वापर परवान्यापुर्वी अग्निशमन विभागाचा अंतिम ना हरकत दाखला सादर करणे आवश्यक.
- ११) वापर परवान्यापुर्वी नियोजित इमारतीच्या रस्त्याकडील बाजूस CCTV यंत्रणा बसवून कार्यान्वित करणे आवश्यक तसेच त्याबाबत विकासक यांचे हमीपत्र सादर करणे आवश्यक.
- १२) प्रस्तावांतर्गतं पुढील इमारतींच्या जोता प्रमाणपत्रापुर्वी ६०% L.B.T. भरणां करून L.B.T. विभागांकडील ना हरकतं प्रमाणपत्र दाखलं करणे आवश्यक.
- १३) निवन इमारतीच्या जोता प्रमाणपत्रापुर्वी उर्वरीत कामगार कल्याण उपकर निधीचा भरणा करणे आवश्यक.
- १४) जागेवर १० पेक्षा जास्त महिला कामगार असल्यास त्यांच्या मुलांसाठी पाळणाघर व इतर सुविधा पुरविणे तसेच अंतिम वापर परवान्यापुर्वी सदरचे पाळणाघर विकासक यांनी स्वखचिन तोडून टाकणे आवश्यक.

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

सामधान

Yours faithfully,

"मंजूर निमारहा No. बांधकान न करणे तसेच विकास निर्धाण नियमावातीनुसार आवश्यक त्या कायाग्या न वेता बांधकाम वापर करणे, महाराष्ट्र सामेशिया म निर्माण कालम १२ अनुसार वज्जलपात्र मुद्धा आहे. त्यालाची जानतीन भारत ३ पर्व Dute: म १०००/- नंद ग्रंग शक्यों

Issued by:

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

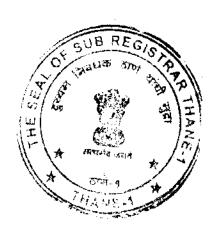
To:

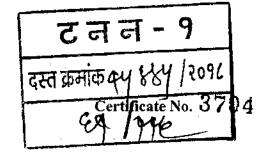
1) Dy. Municipal Commissioner

2) E. E. (Encroachment)

3) Competent Authority (U. L. C.) for sec. 20, 21 & 22

4) TILR for necessary correction in record of Land is affected by Road Widening /Reservation.





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Amended

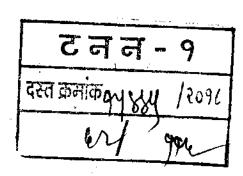
THANE MUNICIPAL CORPORATION, THANE

(Regulation No. 3 & 24)

SANCTION OF DEVELOPMENT PERMISSION / COMMENCEMENT CERTIFICATE

Proposed building:-D - (Stilt + 1 st to 8 th + 9(Pt), E - Fitness Center, F G - Stilt + 1 st to 19 th He-Ground floor onl I (EWS) -Stilt + 20 th floors	' – (Stilt + 1 st to 16 th), ly
V. P. No. V.P. No. S11/0014/10 TMC/TDD \(\alpha \) 494/18 To, Shri/Smt. Sandeep Prabhu (Architect)	Date: 25/1/20/
Shri Mr. Vishnu Govind Mhatre & Others (Owners) Mr. Mayur Ramniklal Shah & Kaivalya Chetan Shah (Partners of M/s, Marathon ENER - Gen LLP)	(Owners) (P.O.A.H.)
With reference to your application No. 6690 dated 29/08/2017	
permission / grant of Commencement certificate under section 45 & 69 of Regional and Town Planning Act, 1966 to carry out development building No. As above in village Desai Sector: at Road / Street Existing Road Street Sector: S. No. / C.S.T. No. / F. Intelliget Sector: S. No. / C.S.T. No. / F. Intelliget Sector: S. No. / C.S.T. No. / F. Intelliget Sector: S. No. / C.S.T. No. / F. Intelliget Sector: S. No. / C.S.T. No. / F. Intelliget Sector: S. No. / C.S.T. No. / F. Intelliget Sector: S. No. / C.S.T. No. / F. Intelliget Sector: S. No. / C.S.T. No. / F. Intelliget Sector: S. No. / C.S.T. No. / F. Intelliget Sector: S. No. / C.S.T. No. / F. Intelliget Sector: S. No. / C.S.T. No. / F. Intelliget Sector: S. No. / C.S.T. No. / F. Intelliget Sector: S. No. / C.S.T. No. / F. Intelliget Sector: S. No. / C.S.T. No. / F. Intelliget Sector: S. No. / C.S.T. No. / F. Intelliget Sector: S. No. / C.S.T. No. / F. Intelliget Sector: S. No. / C.S.T. No. / F. Intelliget Sector: S. No. / C.S.T. No. / F. Intelliget Sector: S. No. / C.S.T. No. / F. Intelliget Sector: S. No. / C.S.T. No. / C.S.T. No. / F. Intelliget Sector: S. No. / C.S.T. No. / F. Intelliget Sector: S. No. / C.S.T. No. / F. Intelliget Sector: S. No. / C.S.T. No. / F. Intelliget Sector: S. No. / C.S.T. No. / F. Intelliget Sector: S. No. / C.S.T. No. / F. Intelliget Sector: S. No. / C.S.T. No. / F. Intelliget Sector: S. No. / C.S.T. No. / F. Intelliget Sector: S. No. / C.S.T. No. / F. Intelliget Sector: S. No. / C.S.T.	work and or to erect
 The development permission / the commencement certificate is granted su conditions. The land vacated in consequence of the enforcement of the set back the public street. No new building or part thereof shall be occupied or allowed to be to be used by any person until occupancy permission has been grant The development permission / Commencement Certificate shall period of one year Commenceing from the date of its issue. This permission does not entitle you to develop the land which does 	line shall form Part of occupied or permitted ted. I remain valid for a
५) सुधारीत परवानगी / सी.सी. क्र. वि.प्र.क्र. S११/००१४/१० ठामपा दि. ५/५/२०१७ मधील आवश्यक अटी बंधनकारक राहतील. ६) अग्निशमन विभागाकडील ना हरकत दाखला क्र. TMC/ दि. ०२/०१/२०१८ मधील अटी बंधनकारक राहतील.	/ शविवि/२१७५/१७ CFO/M/१३०/१३०

WARNING: PLEASE NOTE THAT THE DEVELOPMENT IN CONTRAVENTION OF THE APPROVED PLANS AMOUNTS TO COGNASIBLE OFFENCE PUNISHABLE UNDER THE MAHARASHTRA REGIONAL PLANNING ACT, 1966 Office No.



- वन व पर्यावरण विभागाकडील दि. १५/०६/२०१३ रोजीच्या ना हरकत दाखला मधील अटी (0) बंधनकारक राहतील.
- परवानगी अदा केल्याच्या दिनांकापासून पुढील १५ दिवसांच्या विहित कालावधीमध्ये सुविधा (۵ भूखंडाच्या क्षेत्रामध्ये झालेल्या बदलानुसार नव्याने ट्रान्सफर डिड व ताबा पावती सादर करणे आवश्यक तसेच सदर क्षेत्राचा ठाणे महानगरपालिकेच्या नावे झालेला ७/१२ उतारा वाणिज्य इमारत क्र. H च्या जोत्यापूर्वी सादर करणे आवश्यक.
- Organic waste disposal बाबतची प्रारुप नियमावलीनुसार वापर परवान्यापूर्वी पूर्तता करणे (? आवश्यक राहील.

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

Office No.

सावधान " Office Stamp. विक्रम मियंत्रण क्रिकासकीतृहोत असरवक ले हुँ प्रतिशिक्ष च नगर स्वता अधिविधानाचे सम्बन्ध पर JEWIE ELESUED DY; and the ात । ह **वर्षे केंद्र व** रह, ५०००/- देह होता सकते ह

Yours faithfully,

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

To:

Dy. Municipal Commissioner -1)

2) E. E. (Encroachment)

3) Competent Authority (U. L. C.) for sec. 20, 21 & 22

TILR for necessary correction in record of Land is affected by Road Widening



तालुकः खण्म गाव किला ही गा. न. क्र*.* ७ व १२ भू-घारण भूमा, क्र. घा. क्षेत्रवटदाराचे ज्ञांव 🔊 एहे मूपापन खाते प्रमाय प्रकार 990y (9996 संपविभाग क्रमांक खिछा भीर्वित J.A 980 रकेसन ज्ञाविद म्हाने ्काकुराअ ह्लाने शेतीचे स्थानिक नाव खेद हीरतासाई गुलंब विडेक `90€L एकर गुठे हेक्टर आर लागवही विवीवाही हतुमान पार्शेष प्रति. इतर अधिकार चौ. वार योग्य क्षेत्र जिजाबाई जीविंद भोरीर 🕲 कवर्गदाय विमश्रीकी खुनिभर रतन ऋ मोतीराम बेंहु ज्यात्रे 0-13 विनोद्द हतम ऋषे वितेश करत्तन म्हार्र 9 E e w क्रीनिन विशिष्ट वार्थिल् लेकास्य कारतम न्याके नाभूकार्ष्ट्रे भाराभग भूर मी। निका रूरिध केंगे मिराबाई करसम अराबे 13 रामहास भारायवा भारी यो.ख.लागवही योग्य नसलेली बँदुवाई जॅडगराम स्व ण्यनगथः पुक्रमीराम् क्टा द्विकशीराम् म्हान वर्ग (अ) व्साउन क मेंहाका जीवागदाभ्य म्ह् मोहीकी चुळसीराम ब्हाने वर्ग (ब) स्तुभिन्ना किशाव म्हान् न्यारिका शुक्रशिशम म्हाने एकूण विश्वास्त् केशव अहम् द्वाकशीयाम म्हाने फिर्टा केंग्राव とせらる बाबुशव शाँ लाशाम अ अकारणी वसंत शेखर PE19 (963 ल्मीपल् सीकर म्हान् जडी अथवा विशेष आकारणी मादती है छेर म्हाने सारकाश्याचे रतन भएने पशुण ्रि. नं. क. १२ (पिकांची वही) लागवडीसाठी पिकाखालील क्षेत्राचा तपशिल 👉 🗸 🗸 🗘 हंगामा उपलब्ध नसलेली घटक पिके व प्रत्येका खालील क्षेत्र मिश्रपिकाखालील क्षेत्र निभेंत खालील क्षेत्र सिंचन 歪 Can. अस्सल वर हुनूम खरी नक्कल दिली असे, तारीख **≥.8** OCT 2014 तलाठी-सजा देसाई ता, जि. ठाणे OF SUB RE

टनन- 9 दस्त क्रमांक क्री तालुका : छ । ठी गा. न. क्र. ७ व १२ ८४ पूरापूर्व मू-धारण मोगवटदाराचे नाव प्रकार खाते क्रमांक 935 989 विख्य भीतिक महाने æ NA कुळाचे नांव रकिस्तम जोगिवंद म्हान् शेतीचे स्थानिक नाव पिमाध्यक्ष न्हान्तु म्हाने हो धाबाई शुक्रम बेडेक्र लागवडी एकर गुर्छ हेक्टर आर 600 विकीबाई ब्रुमान पार्शित योग्य क्षेत्र प्रति. इतर अधिकार जिजाबाई जीगिय शोर्ड्स क्टबर्जिट । स् गर्वन छोरेंगे मोलीराम बेंडू 0-133-2 खुनिभर रतन ऋति क्तिश करत्न म्हाने 9Eew विकोद हराम म्हार तेंडास करसम ज्याने औनम्बी भारतिका वाधीवर् मीमिका हरिय की नाभुकार्क्र भाराधना भूटी मिराबाई करसम अध्ये लाहुँ भारायका हरावे **X**3 2 रामहास भारायाम अहारी पो.ख.लायही योग्य नसहेली भवनाथ पुरावशियाम् ठ० बँदुवार्च जॅडगरास ऋह वर्ष (अ) साजान पुष्कशीराम म्हान मेहाका औषायाभ्य म्हार वर्ग (व) चुळ्डिमिम् इहाने सूरिमार केशव म्हार्य न्तारिका शुक्रशिराम म्हाने প্রেল विष्णास् नेशव म्हात्र ममता दुष्ठशीराम् ऋतिः, मिरेला नेहाव भी e=ye विवृश्व शांताशम् ऋक्रे आकारणी वस्ति संकर 3879 (9839 त्थीयल खीकर ऋष् जडी अथवा विशेष आकारणी माहती क्रीखर म्हाने उत्तरकाकांक्षे रतम श्रामी ्रभाइन अस्तरहरू पश्चण E=182 पद्भावर भ्रह ्रम्मी, नं. क्र. १२ (पिकाची वही) हंगामा पिकाखालील क्षेत्राचा तपशिल **GUUO**O लागवडीसाठी उपलब्ध नसलेली मिश्रपिकाखालील क्षेत्र घटक पिके व प्रत्येका ਜਿਖੇਨ ਚਾਨੀਨ ਖੇਡ ভালীল ধ্বর सिंबन **Fish** 部 在印色 B Ş 99 हे. आर हे. आर বিলহ 8 अस्सल वर हुकूम खरी नक्कल दिली असे, तारीख ₩8 OCT 2014

THAN

तलाठी-संजा देसाई ता, जि. ठाणे

गा. न. क्र. ७ व १२

भूमापन भूमा. २५. चा. ५-धारण भोगबटदाराचे नांव उपविभाग क्रमांक प्रकार 18091 विख्यू भीतिक अधार्य 982 NIA टकेन्सन जीविद म्हाने शेतीचे स्थानिक नाव क्राबाई काकुराम हराय खद हीरताबाई गुलाब बेडेकू लागवडी एकर गुंठे हेक्टर आर विवीवाहि क्री चित्र म्हा घौ. वार प्रति. योग्य क्षेत्र इतर अधिकार जिजाबाई भीविंद भीड़िर 🙆 क्षक्रकेशस्य खेन होती मोलीशम खेंडू ष्तुमित्र रतन भग हतम म्हारी ाबितेश करस्तन क्डाने seev अंडमनी वाहीका वाहीक्ट्र लेडास न्यस्तम व्यक्त नाभूकाङ्के नाराथमा भूगे मी निका हरिछ की स्मर्हे. भारायहाः छहेत्रे निराबाई करसम इस्के एकूण 0 - |9**@**†2 यो.ख.लागदही योग्य नसलेली अवनाधा पुळकीशम् कार्ये स्थानम् पुळकीशम् म्हान् बढ्वाने जंदार स्टार 00. र्घ्य (अ) मेठाना औष्टाराध्य म्ब् वर्ग (व) मोहीकी दुखसीराम इहाई स्तुभित्रा विश्वाव म्हार् स्मारिका शुक्रसियाम म्हाने एकूंण विश्वास् केशव म्हाँ ममत्मा शुक्रशीशम् न्हांने, の正の व्यबुराव शांलाराम ऋते आकारणी दुपेश क्रेंशिय क्रिकी वर्रेत शंकर 3679 (963 ल्जीयल् सीकर म्हान जडी अथवा विशेष आकारणी माइती श्रीकर म्हान D ₽ 9 अग्रकाकाई रताम भारत िनं. क. १२ (पिकाची वही) हंगामा लावडीसाठी पिकाखालील क्षेत्राचा तपश्चिल 🥳 🗸 🗸 🗘 घटक पिके व प्रत्येका खालील क्षेत्र निम्नपिकाखालील क्षेत्र ਜਿਸੰਨ ਗਲੀਨ ਫੇੜ सिंग Hier E 9 . ¥ 8 99 93 हे. आर अस्सल वर हुकूम खरी नवकल दिली असे, तारीख

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तेला**डी-सन्**ना देसाई ता, जि. ठाप्रे



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गा. न. क्र. ७ व १२ दस्त क्रम्बन (990 प्रोप्तरहाराचे नांव (990 प्रोप्तरहाराचे नांव (vy खाते क्रमांक विष्यु भी वित् म्हाने कुळाचे नाव 982 रक्रमन ज्ञाविद ज्हाने शेलीचे स्थानिक नाव परमास्त्र काकुशम ब्हार्ज खंद हीसाबाई बेंडेक्ट एकर गुंठे मेक्टर आर लागवडी विकास इति वित्र वहाने योग्य क्षेत्र प्रति. इतर अधिकार **७ क्यां**क्रास्य (१५७२ जिजाबाई भोषित भोरीर विनंशिकी म्तुमिल रतन ऋष मोतीराम खेंडु भ्हात्रे 9 - 3દ જ विमोह हतम अंडाजे ग्बिलेश व्हरत्मम ऋजे geeu अंडामी श्लोश गरित त्रिकास करसम ञ्हाके नाभुवाई नाराधा भू मी। मिका हरिय केंगी व्यक्षे नगरायवाः छ्हाने निराद्यार्थ अरसम भ्राम एकूण 9-1361 रामहास भाराया भ्हान 9302 पो.ख.लापवही योग्य नसलेली बँदुवाई जंडाराम ऋति भवनाथ सुक्रमीयाम् वर्ष 0-104/5 साजन लुक्शियात्र महान र्गा (अ) मेलका जीवमश्रम म्ब् वर्ग (व) मोहीकी चूळस्मिराम् ङहाद म्ह्यभित्रात केशव म्हा न्तारिका शुक्रसीराभ म्हाने एकूण विष्ठास् नेश्व म्हार् ममता शुक्रशीराम न्हाने. क्रिला केशव भ्हाने y=lex व्यक्राव शासायाम् अनु आकारणी वर्वेत शेषर *⋾₹७३*(*७६*3 त्थीवल् स्टैक्टर जहां अथवा विशेष आकारणी प्रकार कराहरू जन्म मादती ब्रीकर म्हाने द्वारव्हाकारी रतेन भ्राप्ती पद्भावर १ ex मि. क. १२ (पिकांची वही) लागवडीसाठी उपलब्ध नसलेली पिकाखाळील क्षेत्राचा तपशिल 🥳 🗸 🗸 🗘 🗸 🔾 घटक पिके व प्रत्येका खालील क्षेत्र मिश्रपिकाखालील क्षेत्र सिंगन हे. आर हे. आर 9-BE अस्सल वर हुकूम खरी नक्कल दिली असे, तारीख ₩.8 OCT 2014 तलाठी-सना देसाई ता. जि. ठाणे

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टनन-% तालुका : छ । छ । दस्त क्रमांक्गाव्व गा. न. क्र. ७ व १२ म्-चारण भूषापन / भुमा. क. चा भोगवटदाराचे मांव 53 RE) खाते क्रमांक विख्यू भारिक अध्यत्रे N'A 220 2 कुळाचे नांव स्तन भीविद ज्हा रोतीचे स्थानिक नाव मामा इ जी विंद छरा होसाबाई जीविद हेक्टर आर एकर गुठे लापवडी विवीबाह्य जीतियाँ (930) योग्य क्षेत्र चौ. दार प्रति. इतर अधिकार् 🖨 व्हबजेदा र जिनाबाई भी पेट भी क्टाने (१९५५) सुनित्र रतन म्हान मोसीराम खेंडू 0-1961 विनोह हतम म्हारी मितेश करतन क्या क्रीनामी क्रालेख पार्टीब्र लेंडास अरका न्याने नाभूकाई नाराथंग भूते मी निका हरिछ फी लहूँ भारायहर खो निराबाई उरसम अग्रे एकुण 26/26 रामहास नगराया भ्हान पो.ख.लागवडी योग्य **श्वसलेली** लवनाध पुळकीशत्र ठठाउँ बॅढ्वाई जंडाराम खा वर्ग :(अ) साजान एकशीराम म्हान मेलना जीवसशास व्य मोहीकीः चुळस्मिराम् इहाने वर्ग (ब) स्तुभिन्ना केशव म्हा न्तारिका शुक्रशिराम म्हाने एकूण विद्यास्य नेष्टाय भ्रा ममता एकशीराम न्हात्रे. 0 = 33 बाबुशव शासारामं ऋति आकारणी वसेत शेषर ञ्हाको १९८३ त्थापता सीकर ऋषि मादती- झैकर म्हार्य जडी अथवा विजेष आकारणी ংকুদা काष्माबाद्य पद्ममान्दर अस्ट उत्तरका करते दलम भाने 0 = 133 CEPIAN गा. नं. क. १२ (पिकांची वही) लागवडीसाठी उपलब्ध नसलेली हंगामा पिकाखालील क्षेत्राचा तपशिल 🥭 🗸 🗸 🔾 घटक पिके व प्रत्येका खालील क्षेत्र मिभपिकाखाळील क्षेत्र निपंस खालील क्षेत्र 0161 सिंचन 歪 **A** अन्तर 5 99 93 हे. आर है, आर BY P अस्सल वर हुनूम खरी भक्कल दिली असे, तारीख E.8 OCT 2014 तला**ठी-सन्ना** देसाई ता. जि. ठाणे

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तलाठी-संजा देसाइ ता. जि. छाणे

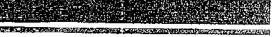


टनन-9 दस्त क्रहांक ्षण द्विता क्रिश तालुका : छ१ठो 🕆 गा. न. क्र. ७ व १२ 10 प्रमुक्त पू-धारण मोगवटदाराचे नांव (390g) क्रमांक उपविभाग खाते क्रमांक प्रकार विख्यू भोतिक भ्हाने NA कुळाचे नांव रचेनान स्मिति म्हाने पुमाक्षात्र शोनित श्रहीने होस्ताकाई भ्रानित श्रहीने तीये स्थानिक नाव खंद कागवडी एकर गुठे हेयटर आर विवीवार्ष भागित व्या म्य क्षेत्र चौ. वार इतर अधिकार जिजाबाई भोषित भोष्ट्र क्रमंद्रा र खिनकोत्ती मोतीराम खेंडू झाने सुनिल रतन मान **ዕ~**ሆ४ विमोद्द हरनम महात्रे ाबितेश करत्सम म्हाने अन्तर्भा भागा भागा व्यक्त त्रेङास करकम न्हाने लागुबाई नारायंग भूजे मीभिका हरिस की निराबाई करसम ऋजे लाहूँ भारायवा छात्रे 07 **6** -राजेबास भाराया अंक्री पो ख लागवडी योग्य नसलेली भवनाध्य शुक्रक्षीयात्र ठठाव बँदुवार्च जंडगराम ऋो वर्ष (अ) स्राज्यम् द्वाक्रशिशम् म्हार् मेलका जीवमञ्चार म्ह् वर्ग (व) मिरीकी चुळलिराम् म्हाने क्युभित्रात केशव व्हार्थ स्रुण न्तारिका शुक्रशिराम म्हाने विद्यास्य नेश्वास म्हार् पेसे एक्ट्रिशिय न्हाने, 6300 0300 क्रिला केशव म्हाने 0 = 19V द्मवृश्व शीलारामं अले आकारणी वसेत शेष्र व्हान्ने (१६८ ্বাস্ত্র-হীষ্ণ নভাসী त्भीयत् सीकर म्हानू जही अथदा विशेष आकारणी मादती बीखर म्हाने उत्तरकाषात्री रतन म्हाने व्याज्यस्य अहार खायाबाई पद्मान्तर भ्रह्म 연두 90 OZDIAN नी ने, क. १२ (पिकांची वही) पद्मानुस् अल्ल हंगामा पिकाबालील क्षेत्राचा तपशिल 🕭 🗸 🗸 🗸 🗸 निभिषकाखालीस क्षेत्र घटक पिके व प्रस्येका खालील क्षेत्र निर्मेस खालील क्षेत्र कावाना व्ह HE THE Æ F THE STATE OF <u>8</u> 8 6 हे. आर हे. आर रसल वर हुकूम खरी नक्यक दिली असे, तारीख 8 OCT 2014 तायः बी. जाधव तला**ठी-सना** देसाई ता. जि. ठाणे

PHANE

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दस्त क्रमांक क्या हुस्य /२०१८





PRASANNA S. TARE

B. Com, L.L.B. Advocate High Court, Mumbai

124/AA, Amar Chowk, Worli Koliwade, Mumbel - 400 000 Cell.: 9692532599, 7206562419, Emalt ;prassnna.lare@redifinall.com

TO WHOMSOEVER IT MAY CONCERN

Sub: All those piece and parcels of and within the Registration District - Thane, Village - Desai, Taluka - Thane, District - Thane.

,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					
Sr. No.	Survey No.	Hissa Mo.	Area (Sq.mtrs.)		
А	140	-	5360		
В	142	1	1100		
С	142	7.	14200		
D	220	13	25900		
E	220	2	1800		
G	220	5	3200		
H	232	-	450		
	141	2	4320		
Şu	ıb Total (saldıla	and)	56330		
F	220	4C	1300		
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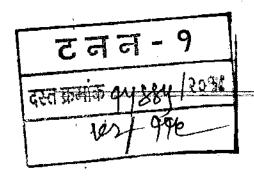
within the limits of Thane Municipal Corporation (hereinafter called and referred to as "the said arger land") more particularly described in the Schedule here under written.

- 1. On behalf of and under the instructions of M/s. Marathor Ener-Gen LLP having their registered office at 702, Marathon Max, Mulund-Goregaon Link Road, Mulund (West) Mumbal-400 080, I have investigated the title of the said larger land by taking the search in the Sub-Registrar Office at Thans- 1, 2, 3, 5, 6, 8, 9 and 11 and in the office of Talathi and have referred to following documents:-
 - 1.1. 7/12 Extracts dtd.08/10/2014
 - 1.2. The Form No.6-A i.e. Mutation Entry Nos.95, 286, 898, 1392, 1105, 157, 1062, 1546, 1512, 1513, 1511, 1630,1390, 1389.
 - 1.3. Search taken in the Sub-Registrar Office at Thane.
 - 1.4. Documents supplied by the client inducing H.A. Permission.

2. The Owners:-

One Mr. Balya Mahadu Mhatre was the owner of the ancestral property. He died in the year 1960. After his death, Govind Balu Mhatre and Bendu Balu Mhatre became the absolute owners of the above-mentioned property. The Govind Balu Mhatre and Bendu Balu Mhatre died in the year 1978 & 1976 respectively. As par the Law governed by them at the time of their death, Shri Vishnu Govind







Mhatre and others 118 became the joint owners of the land and became entitled to grant the development rights in respect of the said larger land.

3. Search taken at Sub-Registrar Assurance at Thane:-

The necessary search is taken in the Sub-Registrar Office at Thane 1, 2, 3, 5, 6, 8, 9 and 11 by Shri Chandrakant Kamble (Search Clerk) on 05/09/2012, 06/09/2012, 10/09/2012, 12/09/2012 & 13/09/2012, Vide Search Application No.2737/12 vide Government Receipt No.2973796 dtd.05/09/2012 & Search Application No.2803/12 Vide Government Receipt No.4487066 dtd.10/09/2012 and the Search Report does not revel any entry which may affect the title of the said larger land and the following documents were found in the Register.

- 3.1. Deed of Confirmation dtd.17/04/2009 made and entered into between Mateshwari Realtors (the Party of the First Part) and Shri Vishnu Govind Mhatre and 116 Others (the Party of the Second Part) and the same is registered in the Sub-Registrar of Assurances Office at Thane 1 under Sr.No.TNN-1-1762-2009 Dated 17/04/2009 confirming the Development Agreement executed between the above-mentioned parties on 20/05/2008, whereby Party of the Second Part sold and transfer the Development rights in respect of the properties mentioned in the Schedule here under written, admeasuring about 57630 sq.mtrs, the said larger land.
- 3.2. Deed of Confirmation dtd.18/05/2009 made and entered into between Kantabai Pandharinath Sante (the Party of the First Part) and Mateshwari Realtors (the Party of the Second Part) therein and the same has been registered in the Office of Sub-Registrar of Assurances at Thane 1 under Sr.No.TNN-1-02330-2009, confirming the Development Agreement dated 20/05/2008 executed between the Vishnu Govind Mhatre & Ors. and Mateshwari Realtons whereby Party of the First Part confirmed the Development Agreement and sold and transfer her right for Development in respect of the said larger land in favour of Mateshwari Realtors.
- 3.3. Deed of Release dtd.29/12/2011 made and entered into between Smt. Shewantabai Kanha Bhoir & 6 Others (the Party of the First Part) and Baburso Shantaram Mhatre (the Party of the Second Part) and the same is registered in the Sub-Registrar of Assurances Office at Thane 5 under Sr.No.TNN-5-11772-2011



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PRASANNA S. TARE

8. Com, L.L.B

Continuation Sheet No. 3

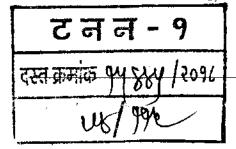
Dated 29/12/2011 surrendered their proportionate rights, title and interest in the said larger land.

- 3.4. Deed of Declaration dtd.28/06/2012 declared by Mateshwari Realtors through their Partner Mr. Shailesh Bhanushali and the same is registered in the Sub-Registrar of Assurances Office at Thane 9 under Sr.No.TNN-9-2721-2012 Dated 06/07/2012, whereby confirmed that area admeasuring about the 4505.70 sq.mtrs. under 30 mtr. vide road are surrendered under reference No. V.P.No.S11/0014/2010 TMC/TDD/0497/11 dtd.01/11/2011 to Thane Municipal Corporation from Survey No.140, 141/2, 142/1, 142/3, 220/18, 220/2, 220/5, 232 of Village Desai, Taluka and District Thane.
- 3.5. Deed of Declaration dtd.28/06/2012 declared by Mateshwari Realtors through their Partner Mr. Shallesh Bhanushali and the same is registered in the Sub-Registrar of Assurances Office at Thane 9 under Sr.No.TNN-9-2722-2012 Dated 06/07/2012, whereby confirmed that area admeasuring about the 2366.80 sq.mtrs. are surrendered under reference No.V.P.No.S11/0014/2010 TMC/TDD/0497/11 dtd.01/11/2011 to Thane Municipal Corporation for amenities open space from Survey No.141/2, 220/1 of Village Desai, Taluka and District Thane.
- 3.6. Deed of Declaration dtd.28/06/2012 declared by Mateshwari Realtors through their Partner Mr. Shailesh Bhanushali and the same is registered in the Sub-Registrar of Assurances Office at Thane 9 under Sr.No.TNN-9-2723-2012 Dated 06/07/2012, whereby confirmed that area admeasuring about the 2443.70 sq.mtrs. are surrendered under reference No.V.P.No.S11/0014/2010 TMC/TDD/0497/11 dtd.01/11/2011 to Thane Municipal Corporation for Municipal Housing Reservation from Survey No.140, 220/1 of Village Desai, Taluka and District Thane.
- 3.7. The Deed of Joint Venture dtd.15/09/2012 entered into between Mateshwari Realtors (Venturist No. 1) and M/s.Marathon Realty Pvt. Ltd. (Venturist No. 2) and M/s. Marathon Ener-Gen LLP (The Developer) and Shri Vishnu Govind Mhatre & Others (The "Owners") whereby Venturist No.1 & Venturist No.2 entered into the Joint Venture Agreement and formed the LLP i.e. M/s. Marathon Ener-Gen LLP for development, construction, sale and transfer of the said larger land. The said Joint Venture Agreement is registered with the Sub-Registrar of Assurances at Thane bearing No. TNN/ 9/3797/2012 on dtd.15/09/2012.

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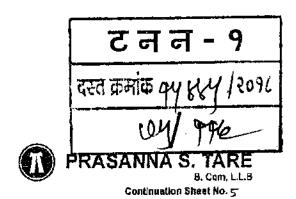


Continuation Sheet No. 4

- 3.8. By and under a Supplementary Agreement dated 10/01/2014 (to the Development Agreement dated 20/05/2008) Registered with the office of Sub-Registrar of Assurances at Thane 9 under Serial No.TNN9- 255 of 2014, executed between M/s Mateshwari Realtors (therein referred to as the party of the First Part) and Shri Vishnu Govind Mhatre and others (therein referred to as the party of the Second Part through their Constituted Attorneys 1) Subhash Vishnu Mhatre, 2) Sunil Ratan Mhatre, 3) Sharidas Kisan Mhare, 4) Rohldas Laxman Mhatre and Marathon Ener-Gen LLP (therein referred to as the party of the Third Part), the Owners (therein referred to as the Vendors, the Party of the Second Part) Inter-alia gave their consent, no objection and confirmation to Marathon Ener-Gen LLP to develop the said Larger Land.
- 3.9. By and under the Indenture of Simple Mortgage dated 28/03/2014 registered with Sub-Registrar of Assurance at Thane-9 Vide No.TNN5-9-2031 of 2014 ("the said Mortgage Deed"), the Developer have created charge on "the said land". as more particularly set out in the said Mortgage Deed with Axis Bank Ltd. having its Registered Office at Trishul, 3rd floor, Opp. Samartheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad-380 006 and one of its branches at Corporate Banking Branch, Axis House, Ground Floor, Wadia International Centre, Worli, Mumbai-400025 ("the Said Bank /Mortgagee") and created security thereon to secure repayment of monles due and payable by Developer to the said "Bank/Mortgagee" together with interest and any costs incurred in connection thereon on the terms and conditions as more particularly set out therein.
- 3.10. By and under a Supplementary Agreement dated 22/08/2014 (to the Development Agreement dated 20/05/2008) registered with the office of Sub-Registrar of Assurances at Thane 9 under Serial No.TNN9-5524 of 2014 executed between M/s Mateshwari Realtors (therein referred to as the party of the First Part) and Shri Vishnu Govind Mhatre and others (therein referred to as the party of the Second Part) through their Constituted Attorney Mr. Vijay Baburao Mhatre and Marathon Ener-Gen LLP (therein referred to as the party of the Third Part), the Owners (therein referred to as the Vendors the Party of the Second Part) inter-alia gave their consent, no objection and



ಹಾಟಲಿ ಹಾಟಲಾಗತತೆಎಲ್ಲಾರುಗಳ ಚಿತ್ರಕ್ಕಾರ ಅವರು ಕಟ್ಟುಗಳ ಚಿತ್ರಕ್ಕಾರಿಗೆ ಕಲ್ಲಿನವನೆ. ಎಂ.ಚರ್.ಇದರ ಇತ್ತರಗಳ ಕಾರ್ಯಕ್ಕಾರ ಕಟ್ಟಿನಾಗಿಗಳು ಕಟ್ಟಿಕಾಗಿಕೆ ಕಾರ್ಣಿಸಿ



confirmation to Marathon Ener-Gen LLP to develop the said Larger Land.

4. Various Approvals:

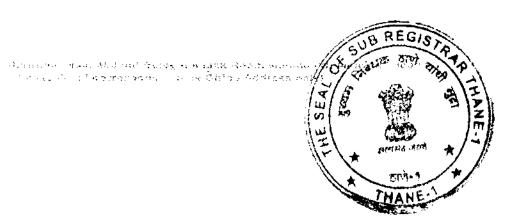
- 4.1. By and under its letter dated 01/11/2011 bearing reference no. V.P. NO. S11/0014/2010 TMC/TDD/0497/11 issued by the Thane Municipal Corporation ("TMC"), TMC granted permission for the construction, subject to the terms and conditions stated therein.
- 4.2. By and under a permission dated 07/05/2012, the Collector, Thane has granted non-agricultural permission ("NA Permission") for an area admeasuring 56330 square metres (hereinafter referred to as "the said Land") more particularly described in schedule hereunder in the manner and on the terms and conditions mentioned therein.
- 4.3. On 05/11/2012 bearing reference no. V.P. NO. S11/0014/2010 TMC/TDD/0706/12 issued by the Thane Municipal Corporation ("TMC") TMC amended permission for the construction of, inter-alia, the First Phase Buildings to be constructed on the First Phase Land, subject to the terms and conditions stated therein.
- 4.4. By and under a commencement certificate dated 30/04/2013 bearing reference no. V.P. No. \$11/0014/2010 TMC/TDD/ 0847/13 the First Phase Buildings to be constructed on the First Phase Land, subject to the terms and conditions stated therein.

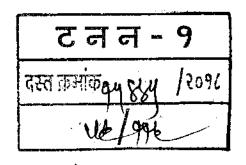
5. General:

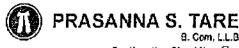
In so far as the said larger land referred in the schedule of the property herein under written, i had issued the Title Certificates dated 18/09/2012 and 21/07/2014. On instructions of the Marathon Energen LLP, I am issuing this Title Certificate with an intention that my Title Certificates dated 18/09/2012 and 21/07/2014 be supersede by this Title Certificate. Accordingly, my Title Certificates dated 18/09/2012 and 21/07/2014 be treated as cancelled.

6. Opinion and Observations:

6.1. On the perusal of all the Revenue Records, Search Reports and the above-mentioned documents, the Owners have the right, title and interest in the above-mentioned property more particularly described in the schedule here under written and by Development Agreement dtd.20/05/2008, they assigned their development rights along with the right of disposal and surrender of the above-mentioned property to any Government







Continuation Sheet No. &

/Semi-Government Authority for the Development of any part of the land described as the larger land in the schedule here under written.

6.2. On the perusal of various documents mentioned above, I hereby certify that the right, title and interest in the said land of M/s. Marathon Ener-Gen LLP subject to the mortgage mentioned above and more particularly described in the schedule hereunder written is clear and marketable.

SCHEDULE OF THE PROPERTY

All that pieces or parcels of land or ground situated lying and being and within the Registration District- Thane, Village - Desai, Taluka - Thane, District - Thane within the limits of Thane Municipal Corporation as follows:

Sr. No.	Survey No.	Hissa No.	Area (Sq.mtrs.)
Α	140	-	5360
В	142	1	1100
С	142	3	14200
٥	220	18	25900
E	220	2	1800
G	220	5	3200
Н	232	-	450
1	141	2	4320
Suk	Total (said	land)	56330
F	220	4C	1300
To	tal (larger la	57630	

On or towards the East by : 30.00 M. Wide D.P. Road, Adj. S. No.218.

On or towards the West by: Adj. boundary of Village- Padle Adj. S.

No.223.

On or towards the South by: 30.00 M. Wide D.P. Road, Adj. boundary of

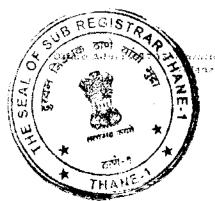
Village-Padle

On or towards the North by: Adj. S.No.220/6, S. No.144, S.No.218, S.

No.242.

Dated this 30th day of December, 2014.

Prasanna S. Tare Advocate



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PRASANNA S. TARE

B. Com, L.L.B

Advocate High Court, Mumbal

124/AA, Amar Chowk, Worll Kollwada, Mumbel - 400 030 Cell.: 8892632689, 7208582419. Email: presenne.lare@rediffreif.com

ADDENDUM TO TITLE REPORT

To,

M/s Marathon Ener-Gen LLP 702, Marathon Max, Mulund- Goregaon Link Road, Mulund (West) Mumbai – 400 080

Re: All those piece and parcels of land within the Registration District Thane, Village- Desai, Taluka- Thane, District-Thane.

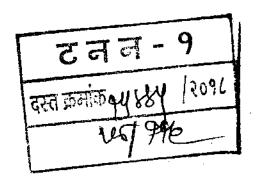
Sr.	Survey No.	Hissa No.	Area (Sq.	
No.			mtrs)	
Α	140	-	5360	
В	142	1	1100	
С	142	3	14200	
D	220	18	25900	
E	220	2	1800	
G	220	5	3200	
Н	232		450	
1	141	2	4320	
	Sub Total (S	aid land)	56330	
F	220	4G	1300	
Total (larger land) 5763				

Within the limits of Thane Municipal Corporation (hereinafter called and referred to as "the said larger land") more particularly described in the schedule here under written.

1. I refer my Title Report dated 30th December, 2014 (Title Report) a copy whereof is annexed hereto and marked as Annexure - A (Title Report) issued by me in favour of M/s Marathon Ener-Gen LLP, where I had investigated its title to the said Larger Land capitalized terms used but not defined herein will have the same meaning as ascribed to these terms in the Title Report.

Address: 601, 6th Floor, Shree Samarth Viscaria Co-Op. Hsg. Society, Shivdarshan Patti, T.P. & Navi to Shivdarshan SRA Building. Near Gadhav Naka. Bhandup (West), Munital 400 07







2. I have been requested by my client M/s Marathon Ener-Gen LLP to update the title report.

A. STEPS

With respect to updation of title report I have undertaken the following steps:

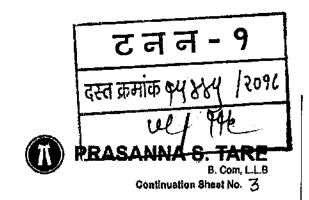
- i) I have inspected the original title deeds in respect of the said larger Land in possession of Company and Mortgage Deeds (defined below).
- ii) Perused the copies of the title deeds and other documents with respect to the said larger Land, furnished to me by the Company, from time to time, and/or obtained by me, as set out in the body of the report.
- iii) Cause updated, searches to be undertaken in the Office of Sub Registrar of Assurances at Thane for 30 years from 1987 till June 2017. At the offices of Sub-Registrar of Assurances the register did not have all pages and the search was restricted only to the pages available.
- iv) I have perused the copies of the revenue records being 7/12 extracts with respect to the said Land and the mutation entries pertaining thereto.
- v) I have issued the Public Notices in Free Press Journal (English Edition) on 22nd June, 2017 and in Navshakti (Marathi Edition) on the 22nd June, 2017 for inviting claims and/or objections from the public in respect of the said Land. I have not received any objections in respect thereof.
- vi) I have caused searches to be taken in the offices of the Registrar of Companies in respect of the Company. The charges are reflected in the search conducted on the portal of MCA (Ministry of Corporate Affairs) and at the office of the Registrar of Companies.

B. **DISCLAIMERS**

i) I have at the instructions of my client merely updated the Title Report as specified herein and this Report does not address any other issue.

Report necessarily depends on the documents furnished to me and the information provided to me during the course of my discussions and

, Shree Samarth Viscaria Co-Op. Hsg. Society, Shivdarshan Path, T.P.Road, in SRA Building. Near Gadhav Naka. Bhandup (West). Mumbai-400 078



responses to my requisitions, being true, complete and accurate, which I have assumed to be the case.

- iii) For the purpose of this Report, I have gone through report of the search clerk, conducted searches at the Office of the Sub-Registrar of Assurances, Thane from 1987 to 2017. However, searches at the office of Sub-Registrar of Assurances are subject to the availability of records.
- iv) For the purpose of this Report, I have also caused searches to be conducted of the records of the Registrar of Companies as specified herein below. However, searches of the records of the Registrar of Companies are subject to the availability of records on the date of inspection.
- v) I have not formed any opinion on the approvals and sanctions granted/required from the concerned authorities for the development or construction on the Property or any part thereof.
- vi) This Report has been prepared in accordance with and is subject to the laws of India.

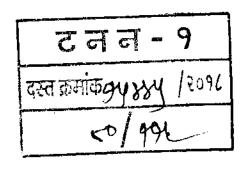
C. MORTGAGES AND CHARGES

i) By and under the Indenture of Simple Mortgage dated 28th March, 2014 registered with Sub-Registrar of Assurances at Thane - 9 vide No. TNN5-9-2031/2014 ("the said Mortgage Deed"), the Developer have created charge on "the said Land" as more particularly set out in the said Mortgage Deed with Axis Bank Ltd. having its Registered Office at Trishul, 3rd Floor, Opposite Samartheshwar Temple, Law Garden Ellis Bridge, Ahmedabad - 380 006 and one of its branches at Corporate Banking Branch, Axis House, Ground Floor, Wadia International Centre, Worli, Mumbai - 400 025 (the Said Bank / Mortgagee") and created security thereon to secure repayment of monies due and payable by Developer to the said "Bank/Mortgagee" together with interest and any costs incurred in connection thereon on the terms and conditions as more particularly set out therein.

ii) By and under the Deed of Release of charge over Mortgaged Property dated 27th April, 2017 registered with the Sub Registrar of Assurances at Thane bearing Serial No. TNN9-/2872/2017, the mortgaged property mortgaged vide the Indenture of Simple Mortgage dated 28th March, 2014 has been reconveyed by the said Bank in favour of Marathon Ener Gen 109.

Address: 601, 6th Floor, Shree Samarth Viscaria Co-Op. Hsg. Society, Shivdersh Next to Shivdarshan SRA Bulldine. Near Gadhay Naka. Bhandup (West), M

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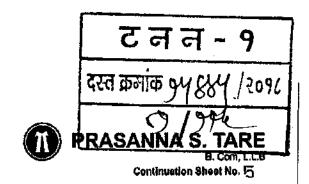
iii) By virtue of facility agreement of 2017 executed between Marathon Ener Gen LLP (the "Principal Borrower") and Marathon Realty Private Limited (the Co-Borrower No. 1") and M/s Mateshwari Realtors (the "Co-Borrower No. 2") and LIC Housing Finance Limited (the "Lender"). The Principal Borrower, Co-Borrower No. 1 and Co-Borrower No. 2 had taken the loan on the various terms and conditions mentioned therein and said loan is secured by property being All that pieces or parcels of land admeasuring 33,500 Square Meters located at Survey No. 140, Survey No. 142 Hissa Nos. 1 and 3, Survey No. 220 Hissa Nos. 1B and 5, Survey No. 232 (p), situated at Village Desai, Taluka, District, Registration District and Sub - Registration District of Thane and within the limits of Thane Municipal Corporation (hereinafter referred to as "said Land") along with present and future approved FSI in the form of structure known as "Marathon Nextown Ph. I" (Excluding the Flats sold as mentioned in Schedule - II and Flats as per Schedule - III (forming part of the landowners share in the said project) along with all the present and future rights, title and/or interests of M/s Marathon Energen LLP over the said Land, more particularly mentioned in Point 7 of Schedule - I there under and

Negative Lien on flats, more particularly mentioned in Schedule V therein at 1.75 times of the outstanding loan amount at any point of time based on market value; and

Charge over the receivables of the project "Marathon Nextown Ph.I" including balance receivables from already sold units, more particularly mentioned in Schedule - II and more particularly set out in the facility agreement.

iv) By virtue of Security Trustee Agreement dated 31st March, 2017 Unit Trust of India investment Advisory Services Limited has been appointed as a Security Trustee / Agent on behalf of the Lender i.e. LIC Housing Finance Limited on the terms and conditions mentioned therein in connection with the Security Trustee Agreement Indenture of Mortgage dated 31st March, 2017 registered with Sub Registrar of ASSURANCES at Thane 9 bearing Serial No. TNN - 2873/2017 on 27th April 2014 executed between Unit Trust of India Investment Advisory Services Limited (UTIIAS) (Security Trustee) and Marathon Ener-gen LLP ("Principal Borrower" or "Mortgagor") and Marathon Realty Private Limited (Co-Applicant No. 1) M/s Mateshwari Realtors (Co-Applicant No. 2) and LIC Housing Finance Limited (the "Lender") on the terms

ddress 601, 6th Flood, three Samarth Viscaria Co-Op. Hsg. Society, Shivdarshan Path, T.P.Road, Next to Shivdarshan RA Building, Near Gadhav Naka, Bhandup (West), Mumbai-400 078



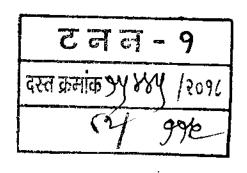
D. APPROVALS

- i) By and under the letter dated 24th January, 2014 bearing No. TMC/CFO/M2892/152 issued by Thane Municipal Corporation granted the NOC stipulating the Fire Protection and Fire Fighting requirement the proposed building D and G for larger property on the various terms and conditions mentioned therein.
- ii) By and under the Approval/Disapproval of the development work up to Plinth level for proposed building A, B, C Stilt + 1st to 10th Floor + 11th Part + 12th Part Floor IOD for the larger property is granted bearing No. VP No. \$11/0014/10/TMC-TDD-PCC/0357/14 dated 22nd July, 2014.
- iii) By and under Commencement certificate dated 4th November, 2015 bearing reference New VP No. S11/0014/10-TMC/TDD/154415 for proposed building A.B.C Stilt + 1st to 10th Floor + 11th Part + 12th Part + 13th Part to 18th Part floors, the Stilt + 1st Floor, D Stilt + 1st Floor, E Stilt + 1st to 12th Floor, F Stilt + 1st to 15th Floor + 16th Part Floor, H Ground Floor, I (EWS-LIG-STILT+1ST TO 8TH Floors+9th Part and Fitness Center Ground + 1st Floor only.
- iv) By and under the approval of development work dated 22nd March, 2016 bearing Reference No. VP No. S11/0014/10-TMC/TDD/0549/16 subject to the terms and conditions stated therein.
- v) By and under the approval of development work dated 30th August, 2016 bearing Reference No. VP No. S11/0014/10-TMC/TDD/PCC/0614/16 subject to the terms and conditions stated therein.
- vi) By and under the amended approval of development work dated 5th May, 2017 bearing Reference No. New VP No. \$11/0014/10TMC/TDD/2175/17 subject to the terms and conditions stated therein.
- v) By and under the Occupancy Certificate dated 5th May, 2017 bearing Reference No. VPP No. S11/0014/10-TMC/TDD/OCC/0356/17 is granted for building A, B, C Stilt + 1st to 10th Floor + 11th Part + 12th Part + 13th Part to 18th Part only on the terms and conditions stated therein.

E. LITIGATION:

1. Hausabai Gulab Bedekar 2. Premabai Kalu Mhatre alias Ramabai Kalu Wha Bebibai Hanuman Patil and 4. Jijabai Govind Bhoir filed the Wiccellan

Address: 601, 6th Floor, Shree Samarth Viscaria Co-Op. Hsg. Society, Shivdarshan Path, T.P.Rog Next to Chiudarshan SRA Building Near Galbau Naka Rhandon (Moct). Militaria Ann 079





Application under Section 9 of the Arbitration and Conciliation Act, 1996 bearing Misc. Application No. 42 of 2013 before the Principal District Judge at Thane, against the 1. Mateshwari Realtors 2. Mahendra Ramji Patel 3. Shailesh Narayanbhai Bhanushali 4. Subhash Vishnu Mhatre 5. Sunil Ratan Mhatre 6. Sharidas Kisan Mhatre 7. Vijay Baburao Mhatre and 8. Rohidas Laxman Mhatre for restraining by an order of injunction from acting contrary in any manner and creating the third party interest in the said Land described in the said application. The Hon'ble Court by its order dated 29th November, 2014, had restrained Opponent No. 1, 2, 3 by an order of injunction from creating third party interest in respect of the 2/3rd share in the property. By an order dated 16th January, 2016 Marathon Ener-Gen LLP was impleaded the party Respondent No. 9 in the said application and the said injunction was made applicable against them.

F. SUB-REGISTRAR OF ASSURANCES

The documents reflected in the updated search report dated 15th July, 2017 as provided by the search clerk Adv. Deepak Solanki.

G. REGISTRAR OF COMPANIES

As per the search conducted by Mr. Nitin. R. Joshi at the website of the Registrar of Companies, Mortgages/Charges created by the Company are reflected in report. A copy of the report dated 28th June, 2017 is annexed herewith as Annexure "B".

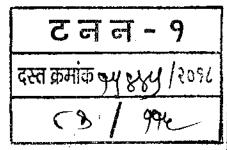
H. SITE STATUS

The Company is presently constructing at Site and the status of the same as on 14th July, 2017 is as per the chart written hereunder.

Sr. No.	Building No.	Wing	Building Structure Proposed	Construction Status
1.	A	Opal	Stilt + 18 Floors	Ready with OC
2.	B.	Topaz	Stilt + 18 Floors	Ready with OC
3.	C	Amber	Stilt + 18 Floors	Ready with OC
<u> </u>	EPAN .	Sapphire	Stilt + 16 Floors	RCC work done till plinth level

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Shree Samarth Viscaria Co-Op. Hsg. Society, Shivdarshan Path, T.P.Road, SRA Buliding, Near Gadhav Naka, Bhandup (West), Mumbai-400 078





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Continuation Sheet No.

5.	E	Coral	Stilt + 16 Floors	RCC work completed till 4 th slab
6.	F	Emerald	Stilt + 19 Floors	RCC work completed till 14 th slab
				Blockwork completed till 9th
				floor.
				Gypsum work completed till 8th
				floor

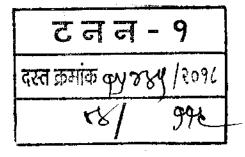
I. CONCLUSION

In pursuance to Title Search Report dated 15th July, 2017 issued by Advocate Deepak Solanki and documents provided by the Company, I am of the opinion that Marathon Ener-Gen LLP has a clear and marketable title of the said larger land more particularly described in the Schedule hereunder written and I am therefore of the opinion that the said larger Land is clear and marketable subject to Facility Agreement of 2017 executed between Marathon Ener-Gen LLP (the "Principal Borrower") and Marathon Realty Private Limited (the Co-Borrower No. 1") and M/s Mateshwari Realtors (the "Co-Borrower No. 2") and LIC Housing Finance Limited (the "Lender"). The Principal Borrower and Co-Borrower obtained the loan on the terms and conditions mentioned therein. By virtue of the Security Trustee Agreement dated 31st March, 2017 Unit Trust of India Investment Advisory Services Limited has been appointed as a Security Trustee / Agent on behalf of the "Lender" Le LIC Housing Finance Limited and the said Agreement registered with the Sub-Registrar of Assurances at Thane 9 under Serial No: TNN9/2873/2017 dated 27th April, 2017. The Principal Borrower has created the charge on the portion admeasuring 33,500 Square Meters being the part of the said larger Land as more particularly set out in the Security Trustee Agreement dated 31st March, 2017 and I further certify that the Developer Is authorized to develop land more particularly described in the Schedule hereunder written and construct the buildings as per the sanction plans and further certify that Owner is authorized to sell units, flats, premises in the said buildings on ownership basis as contemplated in Real Estate Regulation and Development Act, 2016.

SCHEDULE OF THE PROPERTY

All that pieces or parcel of land or ground situated lying and being and within the Registration District- Thane, Village-Desai, Taluka- Thane, District within the limits of Thane Municipal Corporation as follows:

Address: 601, 6th Floor, Shree Samarth Viscaria Co-Op. Hsg. Society, Shivdarshap Path, Next to Shivdarshan SRA Buildine. Near Gadhav Naka. Bhandup (Wes





Sr.	Survey No.	Hissa No.	Area (Sq.
No.	.		mtrs)
Α	140	•	5360
8	142	1	1100
С	142	.3	14200
D	220	18	25900
٤	220	2	1800
G	220	5	3200
Н	232	-	450
1	141	2	4320
•	Sub Total (Sa	56330	
F	220	4C	1300
	Total (large	57630	

On or towards the East by : 30.00 M. Wide D.P.Road, Adj.S. No. 218

On or towards the West by: Adj. boundary of Village-Padle, Adj. S. No. 223

On or towards the South by: 30.00 M. Wide D.P.Road, Adj. boundary of

Village-Padle

On or towards the North by: Adj. S.No. 220/6, S.No. 144, S.No.218, S.No.242

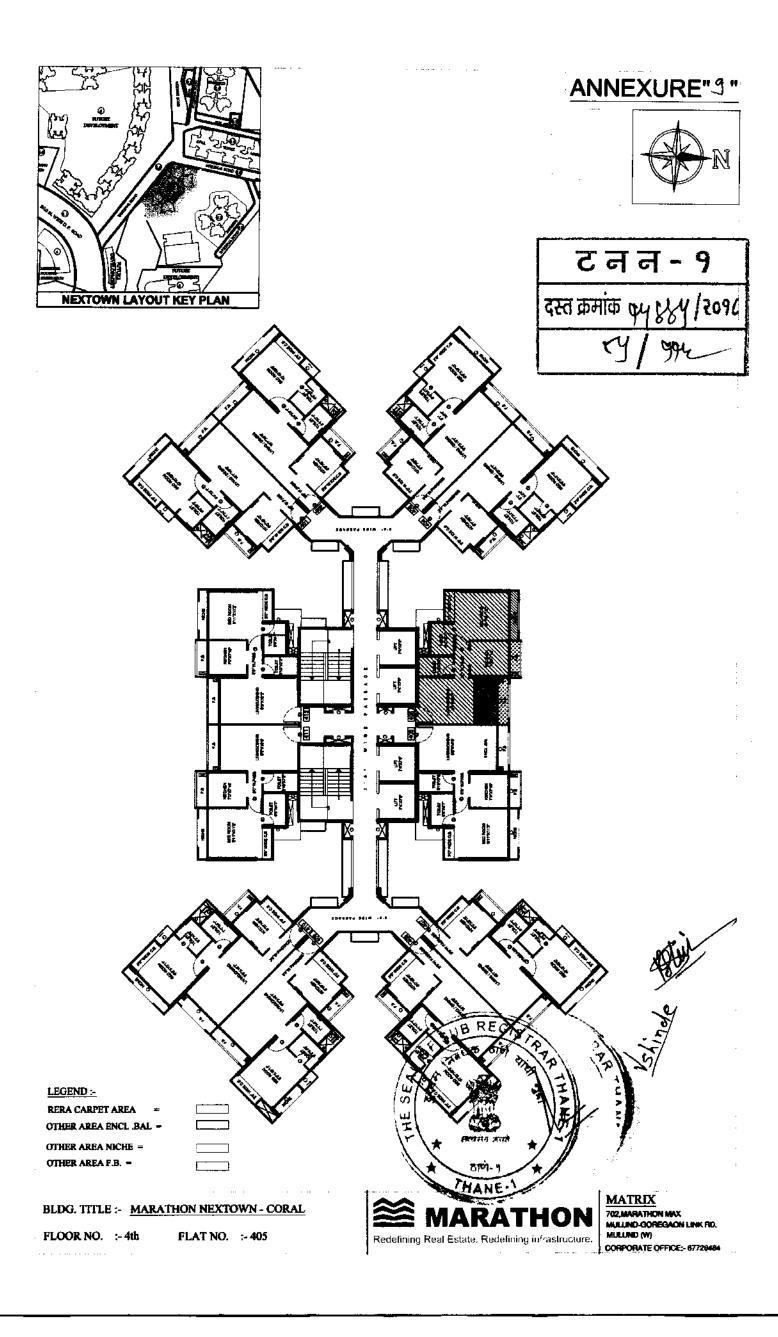
Dated this 15 day of July, 2017.

PRASANNA TARE

Advocate

Address 601 G Flor, Shre

or, Shree Samarth Viscaria Co-Ор. Hsg. Society, Shivdarshan Path, T.P.Road, arshan SRA Building, Near Gadhav Naka, Bhandup (West), Mumbai-400 078



टनन- 9 दस्त क्रमांक क्पूप्रभू/२०१८ ८६/१९६



ANNEXURE "10"

(Premises and Transaction Details)

I. Whole Project:

Whole Project known as Marathon Nextown' situate at Desai Village, near Saraswati School, Off Kalyan-Shil Road.

II. Real Estate Project:

Name : Marathon Nextown Coral

Building Name : Marathon Nextown Coral

III. Details of the Premises:

1. Type of Residential Flat/Premises : 1 BHK
2. Residential Flat/Premises No. : 405

3. Floor : 4
4. Wing : -

5. Carpet Area As Per MOFA : 38.79 Sq.mt.

6. Carpet Area As Per RERA : 37.89 Sq.mt.

7. Other Areas exclusive to the said Premises if any

a. Enclosed Balcony
b. Open Balcony/Roof
c. Flowerbed
i. Area 4.23 Sq.mt.
i. Area 0.00 Sq.mt.
Area NA Sq.mt.

Niche Area NA Sq.mt.

IV. Consideration Details:

1. Sale Consideration for Premises : 31,30,392.00

Rupees: Thirty One Lakh Thirty Thousand Three Hundred Ninety Two Only

2. Payment Schedule:

SR. NO.	MILESTONE NAME	%
1	Earnest Money - Within 30 Days	9.9
2	On execution of Agreement for Sale	10
3	On Completion of Plinth	10.1
4	On Completion of 1st Slab	6
5	On Completion of 3rd Slab	6
6	On Completion of 5th Slab	6
7	On Completion of 7th Slab	6
8	On Completion of 9th Slab	6
9	On Completion of 11th Slab	4
10	On Completion of 14th Slab	3
11	On Completion of the remaining upper slab	3
12	On Completion of Internal Work/Brickwork/Plumbing/Tilling of Apartment	8
13	On Completion of electrical/D&W/painting of Apartment	8
14	On Completion of Lift-Stair lobby,etc	7
15	On possession of the said Premises being offered to the Allottee and/or before handover of the said Premises for fitouts	7
	TOTAL SUB REGISTAL	100%

Advance Payment made towards Consideration by the Allottee/s before execution of this Assument of Rs 1,56,519.00 (Rupees: One Lakh Fifty Six Thousand Five Harriffe Ninete Only)

4. For buildings where construction has commenced and/or completed, all construction related be completed as demanded.

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V. Brokerage Charges:

Brokerage Charges paid/payable by the Promoter in respect of the said Premises of Rs. 62,608.00

VI. Details of Bank Account for the Real Estate Project:

T. Bank Account Number Bank Name

3. Banch Roma

GRI 화위한 Advess

- : 57500000044713
- : HDFC Bank Ltd.
- : Mulund (w)
- Ratan Galaxie Junction of J.N. Road And Goshala Road,
 - Mulund(W)Mumbai-400 080
- : HDFC0000015

VII. Details of Taxes to be paid by the Allottee for his Premises:

	GOVERNMENT TAXES AS APPLICABLE ON ACTUALS	AS ON DATE OF AGREEMENT
a	Tax Deducted at Source	If Applicable*
b	Service Tax	If Applicable*
c	Swachh Bharat Cess, Krishi Kalyan Cess, Gram Panchayat Tax	If Applicable*
d	Stamp Duty	As Applicable*
e	Value Added Tax	If Applicable*
f	Registration	As Applicable*
g	CGST and SGST	As Applicable*
h	Property Tax	As Applicable*
i	Any Applicable Tax/Cess/Duty as may be applicable from time to time	As Applicable*

^{*}as per on date of Agreement and booking date.

VIII. Maintenance Charges:

210		QUARTERLY MAINTENANCE CHARGES	Amount
9 197 19	a	Maintenance Charges/Outgoing for Premises **	5,637.00
and the second second	ь	Maintenance Charges for Car Parking **	0.00
Minin-	c	Layout Maintenance Charges ** (to be paid till the conveyance of the Larger Land in favour of the Apex Body)	939.00

^{**}per quarter in advance on or before 5th day of beginning of every quarter.

IX. Other Charges:

Sr.No.	MISCELLANEOUS CHARGES (PAYABLE BEFORE POSSESSION)	Per Sq. ft.	Amount
1	Club Membership		25,000.00
2	Grill Charges		35,000.00
3	Development/Infrastructure/Water/Electricity/Drainage Charges	165.77/Sq. Ft.	75,157.00
4	Electric Meter, Water Connection and Other Charges		30,000.00
5	Coppus, Time For Layout Maintenance	105.91/Sq. Ft.	48,017.00
6 J	Share of Expenses for Society Formation and Legal Charges		15,400.00
1013	Layout Maintenance Deposit (24-months)	16.58/Sq. Ft.	7,516.00
SEAL	Classe Usage Charges minimum @ Rs. 2 Per Sq.ft on Carpet area per month (first 4 persons). Additional person charges at Rs.1/- sq.ft.	22.10/Sq. Ft.	10,021.00
Mired 1	Adhoc Maintenance Typosit (24 months) (On carpet)	99.46/Sq. Ft.	45,094.00
16	Share Application Coney and Entrance Fee		600.00
	TOTAL MIS ELLANEOUS CHARGES		2,91,805.00

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टनन-१ दस्त क्रमांक १५४५/२०१८ thority

Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

[See rule 6(a)]

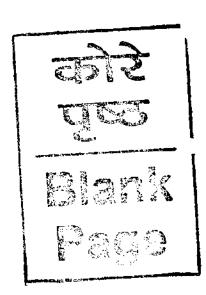
This registration is granted under section 5 of the Act to the following project under project registration number : P51700000952

Project: Marathon Nextown Coral, Plot Bearing / CTS / Survey / Final Plot No.:140, 141/2, 141/1, 142/3, 220/1B, 220/2, 220/5, 232 at Thane (M Corp.), Thane, Thane, 421201;

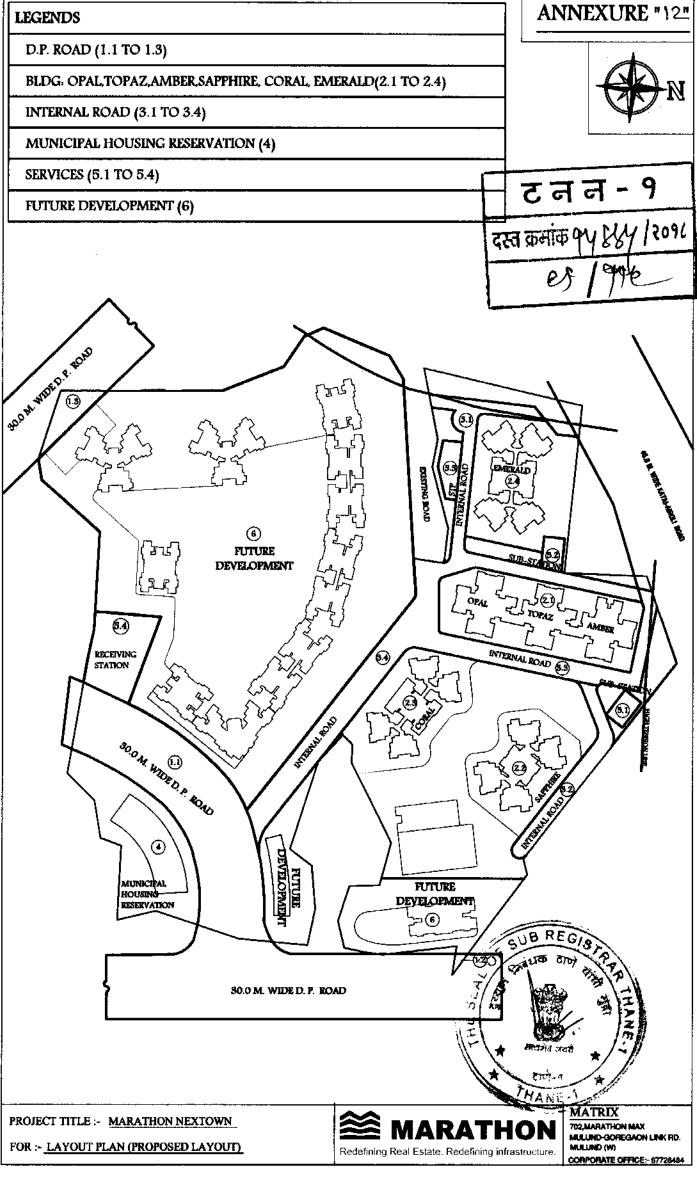
- 1. Marathon Ener-Gen having its registered office / principal place of business at *Tehsil: Kurla, District: Mumbai Suburban, Pin:* 400080.
- 2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the
 allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate
 (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates
 of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
 - 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 25/07/2017 and ending with 30/06/2020 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - · That the promoter shall take all the pending approvals from the competent authorities
- 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.

Dated: **25/07/2017** Place: **Mumbai** Signature that seal of the Approprized Officer Maharashiva Real Estate Regulatory Authority

टनन-१ दस्त क्रमांक १५४५/२०१८ ८०/१५७

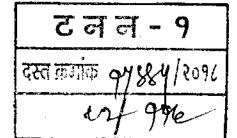






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॥ हमीपत्र ॥

सदरचे हमी पत्र आज दिनांक <u>20/10/2018</u> रोजीचे दिवशी. घोषित करण्यात येते की, या दस्तासोबत निवासी / वाणिज्य या स्थावर मिळकतीसोबत वाहन तळ विकत देण्यात / विकत घेण्यात आलेले नाही.

लिहुन देणा-याची सही

लिहुन घेणा-याची सहीं

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टनन-१ इसत्वमांक १५४४५/२०१८ १४/१५५





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दस्त क्रमांक भू ४४

391/2924

पावती

Original/Duplicate

Wednesday, March 14, 2018

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Regn.:39M

पावती कं.: 3344

दिनांक: 14/03/2018

गावाचे नावः नाह्र

दस्तऐवजाचा अनुक्रमांक: करल4-2924-2018

दस्तऐवजाचा प्रकार : कुलमुखत्यारपत्र

सादर करणाऱ्याचे नाव: मॅरेथॉन एनर-जन एस एन पी यांच्यावतीने ग्रुप कंपनी सेक्नेटरी

आणि अधिकृत व्यक्ती श्री के.एस.राघवन

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पृष्ठांची संख्या: 16

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बाजार मुल्यः रु.१ /-

मोबदला रु.0/-

भरलेले मुद्रांक शुल्क : रु. 500/-

५६. दुःय**म निबंध**क कुर्ला-४ मुंबई उ**पनगर** जिल्हा

1) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.1000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH010876750201718R दिनांक: 20/02/2018

बँकेचे नाव व पता: IDBI

2) देयकाचा प्रकार: By Cash रक्कम: रु 320/-

DELIVERED

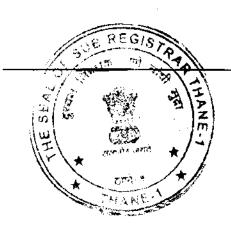
नोंद्णी की माकी असल्यास तपशिल :-

1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping tack of adjusted fees



[21996] Hot Payment Successful. Your Payment Confirmation Number is CHALLAN MTR Form Number - 6 दस्त क्रमाक्_र Date: 20-<u>4H010</u>876750201718R Form ID: BARCODE 02-2018 Department 446R Payee Details Dept. ID (If Any) IGR200-KRL4_JT SUB PAN-AAUFM8302P REGISTRAR KURLA PAN No. (If Office Name NO 4 Location Applicable) Period: Full Name From: 20/02/2018 MARATHON ENERGEN LLP Year To: 31/03/2099 Amount in Flat/Block No, Object Rs. Premises/ Bldg MARATHON NEXTOWN Road/Street, 00300<u>455</u>01-75 500.00 Area /Locality Town/ City/ District VILLAGE DESAI THANE 0030063301-70 1000.00 DIST Maharashtra 0.00 PIN 00.0 Remarks (If Any 0.000.00 0.000.000.00 Rupees One Thousand Five Hundred Total 1500.00 Amount in words Payment Details:IDBI NetBanking FOR USE IN RECEIVING BANK Payment ID: 155064784 Bank CIN No: 69103332018022150250 Cheque- DD Details: Cheque- DD No. 20-02-2018 Name of Bank -Branch 173 MULUND Name of Branch

https://corp.idbibank.co.in/corp/BANKAWAYTRAN;jsessionid=0000Tl8iUesV7tZMN3D... 2/21/2018



POWER OF ATTORNEY FOR LODGING DOCUMENTS (WITH OUT CONSIDERATION)

टनन- 9

दस्त क्रमांक ७५ ४४ /२०१८

TO ALL TO WHOME THESE PRESENTS SHALL COME WE, K. S. RAG HAVAN Group Company
Secretary cum Authorised Signatory and DWARKANATH K. RAO, Senior Margager cure of
Authorised Signatory of Marathon Ener-Gen LLP having office at 702, Marathon Max,
Mulund-Goregaon Link Road, Mulund (W), Mumbai 400 080 SEND GREETINGS:

WHEREAS:

- (i) WE, K. S. RAGHAVAN, Group Company Secretary cum Authorised Signatory and DWARKANATH K. RAO, Senior Manager cum Authorised Signatory of Marathon Ener-Gen LLP have been given powers by the Company to sign and execute any deed or document, Mortgage Deed, Re-Conveyance, Conveyance, Lease Deed etc. for project at village Desai, Thane vide board resolution dated July 22, 2014 and February 13, 2015 in respect of the project known as "Marathon NexTown".
- (ii) As Authorised for Signature of Marathon Ener-Gen LLP for project at village Desai, Thane namely "Marathon NexTown", We intend to execute deeds and documents of premises being constructed on the property.
- (iii) We are desirous of appointing (1) Babula Maharana (2) Jinendra Durge and (3) Mahindra Kharat who are our employees at presently.

(vi)	In future if any of the employees leave our organization then this Power of Attorne	v
	- Chall atoms rational appearable the second is a few at the second in the second rational and the second in the s	
	confirmed individually not to act on Power of Attorney beyond such days by the	ē
	hereunder:	_

Sign of Babula Maharana

Sign of Jinendra Durge

Sign of Mahindra Kharat

2096

NOW KNOW YE ALL MEN AND THESE PRESENTS SNALL WITNESSETH THAT WE, K. S. RAGHAVAN, Group Company Secretary cum Authorised Signatory and DWARKANATH K. RAO, Senior Manager cum Authorised Signatory of Marathon Ener-Gen LLP, do hereby nominate, constitute and appoint (1) Babula Maharana (2) Jinendra Durge and (3) Mahindra Kharat as our true and lawful attorneys to jointly or severally do the following:

- To Present and lodge in the office of the Sub-Registrar of Assurances and to admit execution of any deeds or documents and to do all the act necessary for registering the said deeds or documents, Mortgage Deed, Re-Convention, Constraint Tase Deed etc. signed by us severally related to the project known as Marathon Newton at village – Desai, Thane, within the limits of the Thane Municipal Corporation.
- 2. This Power of Attorney supersedes the Power of Attorney issued partier and mall stand revoked automatically effective from the date of resignation/reconnation of employment by the Company of such attorney/less counting the bring the date of execution of this power attorney whichever is earlied at the attorney to the same not to act on the basis of this Power of Attorney beyone supplied to the large partier by signing hereunder.

3. AND We do hereby for ourselves agree to ratify at confirm all and whatsoever our said.

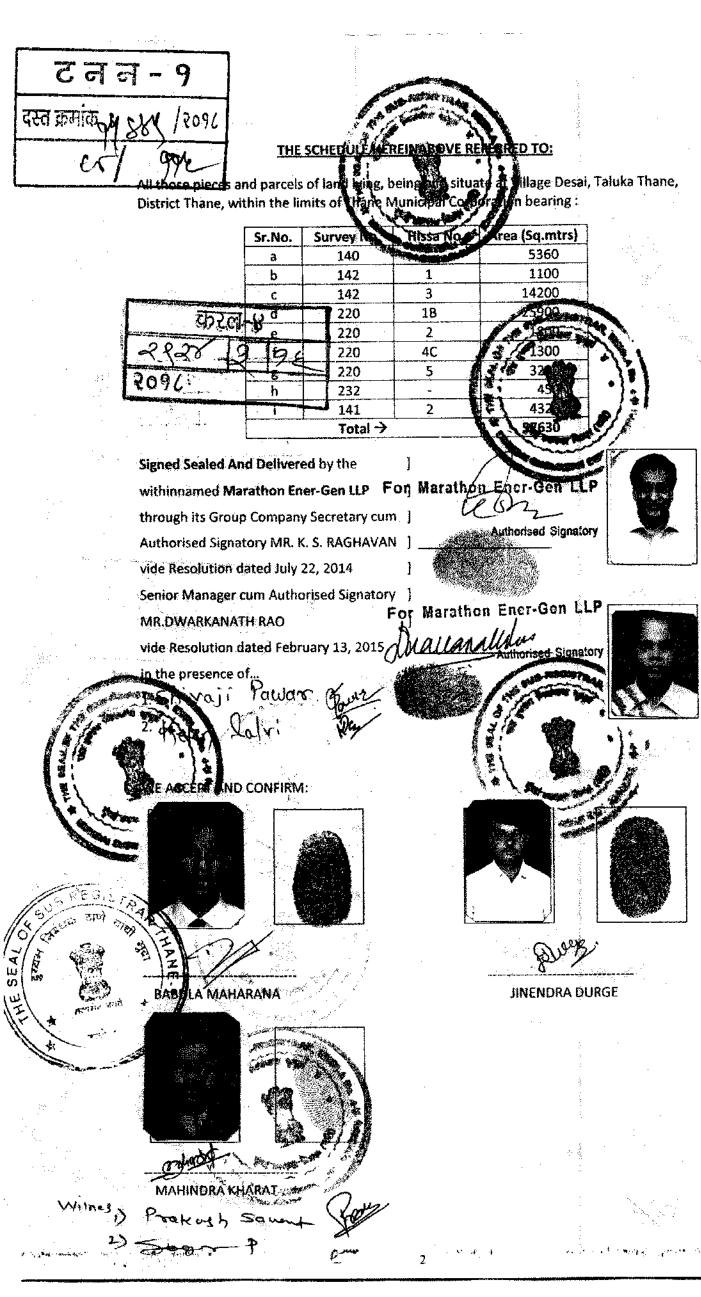
Attorney shall do or cause to be done by virtue of these presents with the said.

IN WITNESS WHEREOF WE have hereunto set and subscribed our hands and signature to this writing on the 12 day of 100 ch 2018.

Par

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Form 2	incorporativ	on Document an	d Subseibe	wie Dinas	
[See rule 11]	·······································	on Document an	u Subscribe	a s orarieui	ел
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1. *Service Request Nu	umber (SRN) of Form	1 1100649620			7-7-10 CT
2. *Name of the LLP	MARATHON ENER-C	BEN LLP	4.04		
3. *State in which the re			Maharashtra	कर	d-K
 "Name of the office of proposed LLP is to be a 	of Registrar in which the	he Registrar of Compa	anies, Muribaio	228	V 191
5. * Address of register	ed office of the LLP		50	0/	
*Lifte:1 702, l	MARATHON MAX, JI	1. OF MJULUND - GOF			
Line 2 OFF.	L.B.S. MARG, MULU	ND (WEST)			
*City MUM	BAI		District	MUMBAI C	ITY
'State Maha	reshtra		*Pin Code	400080	
*Country IND!	1		*ISO Cour	try Code IN	4
*Phone (with ST	D code) 0226724848	34	Fax (with	STD code)	
*Email Id kaiva	lya@marathonrealty.c	com			
6. *Business activities to					
mașs, Naturai G grecumulation, d	ias, wind Energy, Die Istribution, supply to o	n of Power by any convisel or Fuel or any other others on commercial all or or capable or being us	i method for caps nd/ or other consi	sble consumpti idenstions, to m	ources. Nuclear, Bio- on as well as for nanufacture or deal in all
7. *Based on business : as per NiC-2004				3	
8. *Number of individua	il(s) as partner			11/2	-
Note: In case individual(s) as pa attachment.	artner are more than f	ifty, attach details in ret	spect of remain	g partnersima	separate sheet as an
1 Details in respect of individ	lual(s). (First, enter d	letails in respect of dis-	Open of partners)	2/3/	
(i) *Category of partner		Designated Partner			
DPIN in case of	f Designated partner	5014258	No. of Concession, Name of Street, or other Persons, Name of Street, or ot		
(ii) *Whether resident in Ind	ia (©Yes ○ No			and the state of t
(iii) *Name KAIVALYA				SHAH	
(iv) * (• Father's	C Husband's Name		- · · · ·	— ————,	
CHETAN		·		SHAH	 -
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vii) • calig	94	ŠERVICE				
viii) Incom	Lax permanent account	number (PAN) CUM	PS7436N			-
(ix) Passpo	ort Number					
	nent Residential Address					
*Line	1 R.NO.1, GR.FL., KA	LASH BUNGLOW,				
Line :	BHD,GARDEN, DEV	IDAYAL ROAD, MULI	UND (WEST)			
*City	MUMBAI			District	мимва	CITY
*State	Maharashtra			*Pin code	400080	
				*ISO Count	ry Code	N
. *Cour		7739400		Fax (with S		
Phor	e (with STD code) 0226	77720400				
Mobi	le			*Email Id	kaivalya	@marathonrealty.com
(xi) *Wheth	er present residential ad	dress is same as the p	ermanent resi	idential addre	\$5	
(xii) if no, p	resent residential addres	s				
*Line	1 R.NO.1, GR.FL., K/	AILASH BUNGLOW,		· ·		
Line	2 BHD.GARDEN, DE	VIDAYAL ROAD, MUL	UND (WEST)			<u> </u>
*City	MUMBAI			District	MUMBA	CITY
*Stat				*Pin Code	400060	
*Cou	intry INDIA	· ·		*ISO Count	ry Code	IN
	ne (with STD code) 022	37728400		Fax (with \$	STD code))
Mol				*Email Id	kaivalya	@marathonrealty.com
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दस्त क्रमांक ५५४४५ /२०१८

MARATHON ENER-GEN LLP 909 / 1942

Regd.Office: 702, Marathon Max, In. of Mulund-Goregaon Link Road, Mulund (W), Mumbai 400080 Tel.No.022-67728484 Fax:022-67728408 Email.:marathon@marathonrealty.com

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE MEETING OF DESIGNATED PARTNERS OF MARATHON ENER-GEN LLP HELD AT THE REGISTERED OFFICE OF LLP ON TUESDAY, THE 22ND JULY, 2014.

"RESOLVED THAT Mr.K. S. Raghavan, an Authorised Signatory of Marathon Group be and is hereby authorized to enter sale agreement for sale of residential and/or commercial units constructed/to be constructed at Desai Village, Taluka Thane, Dist. Thane pearing Survey Nos. mentioned below, in the project known as "MARATHON NEXTOWN":

Šr.No.	Survey No.	Hissa No.	Area (Sq.mirs)
a	140	-	5360
Ъ	142	1	1100
C	142	3	14200
d	220	1 B	25900
<u>e</u>	220	2	1800
f	220	4C	1300
8	220	5	3200
h	232	-	4,50
i	141	2	4520
Total	<u> </u>		360

"RESOLVED FURTHER THAT Mr.K. S. Raghavan, Authorised Signator of the LLP be and is hereby authorized to do and perform any and all such acts including execution of and sign any such documents, viz. sale agreement etc., which are required to be produced before the Sub-Registrar, Thane and to appoint authorized person(s) to admit registration of such documents and

CERTIFIED TRUE COPY

DESIGNATED PARTNER

behalf of the LLP."

N ENEW THE WAY OF THE PERSON NAMED IN COLUMN N

all other documents as are required to be produced before the said Sub-Registrar for and on

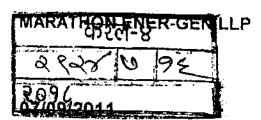
(Specimen Signature of MR. K.S. Roghavan)



टनन-9 दस्त क्रमांक १५४४५/२०१८ 902

INCOME TAX DEPARTMENT

भारत सरकार GOVT. OF INDIA



आयकर INCOME TAX DEPARTMENT RAGHAVAN KRISHNAMURTHY DEVANATHAN KRISHNAMURTHY

06/06/1960

Permanent Account Number

AFXPR7772J



भारत सरकार

GOVT. OF INDIA



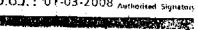
702 Marathon Max, Junction of Mulund Goregeon Link Road, LBS Road, Mulund (W), Mumbai – 80



Dept : Company Secretarial

Emp. No :K00523

D.O.J.: 101-03-2008 Authorised Signators



टनन- 9 वस्त क्रमांक ५५४५ /२०१८ १९७४ / १९१८

MARATHON ENER-GEN LLI

Regd. Off: 702, Marathon Max, Jn. Mulund-Goregaon Link Road, Mulund (W), Mumbai 400080
Tel.: 022 6772 8484 Fax: 022 6772 8408 LUPIN: AAA-6171

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF DESIGNATED PARTNERS OF THE LLA THELD ON FEBRUARY 13, 2015.

2638 (198

"RESOLVED THAT Mr. Dwarkanath Rao, Authorized Dignatory be and is hereby authorized to enter sale agreement for sale of residential and / or commercial units constructed / to be constructed at Desai Village, Taluka Thane, District Thane bearing Survey nos. mentioned below in the project known as "MARATHON NEXTOWN":

Sr. No.	Survey No.	Hissa No.	Area (Sq.mtrs)
a	140	-	5360
b	142	1	1100
С	142	3	14200
đ	220	1B	25900
е	220	2	1800
f	220	4C	1300
g	220	5	200
h	232	-	450
i	141	2	4320
Total	· · · · · · · · · · · · · · · · · · ·		57630.
Total			97630

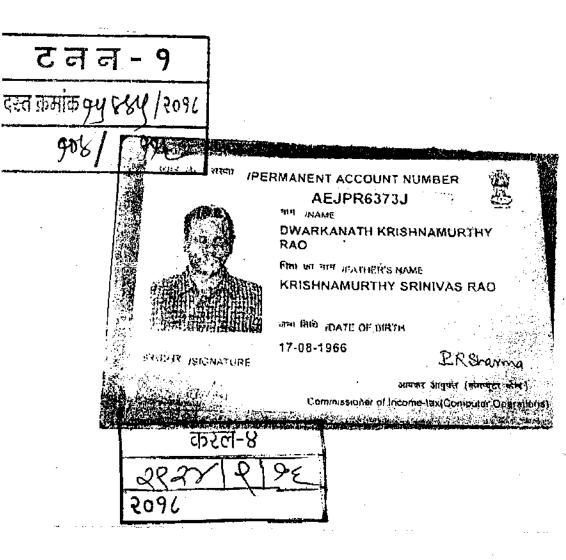
"RESOLVED FURTHER THAT Mr. Dwarkanath Rao, Authorized Signatory of the LLP be and is hereby authorized to do and perform any and all such acts including execution of and sign any such documents, viz., sale agreement, etc." which are required to be produced before the Sub-Registrar, Thane and to appoint authorized person(s) to admit registration of such documents and all other documents as are required to be produced before the said Sub-Registrar for and on behalf of the LLP."

Certified True Copy
For MARATHON ENER-GEN LLP

DESIGNATED PARTNER









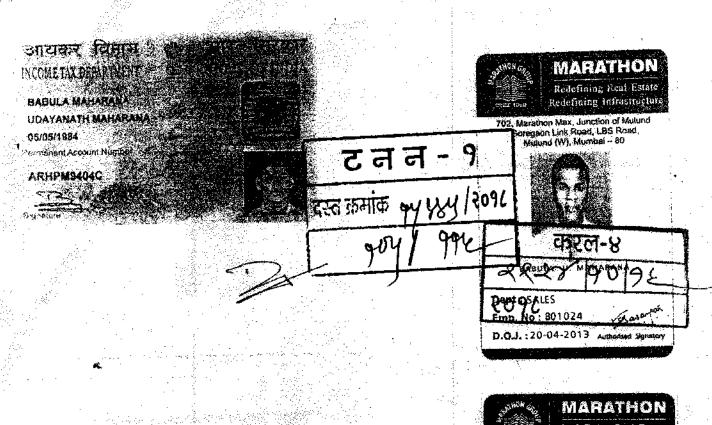


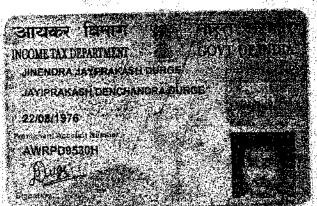


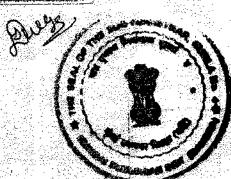
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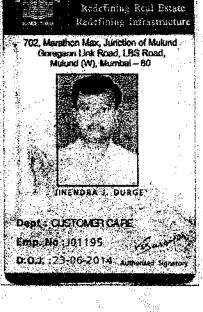
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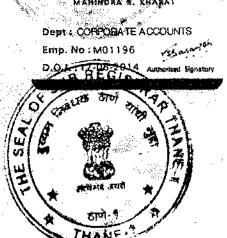
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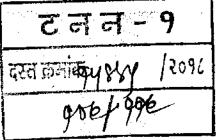














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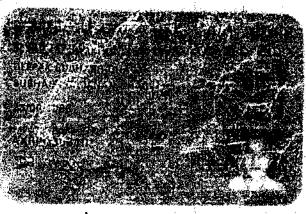
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दिएक मुभाग नाम Deepak Subhash Ghag जन्म वर्ग / Year of Birth : 1986 Tari J Male



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आधार — आम आदमी का अधिकार

Data of Bank Receipt for GRN MH010876750201718R

Bank - IDBI BANK

Bank/Branch

Pmt Txn id Pmt DtTime : 155064784

Simple Receipt **Print OtTime**

: 21/02/2018 11:06:19 GRAS GRN : 69103332018022150250

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: MH010876

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: IGR200 / KRL4_JT SUB REGISTRAR KURLA NO 4

: 7101 / MUMBAI

GRN Date

: 21/02/2018 11:06:19

StDuty Schm

: 0030045501-75/ Stamp Duty(Bank Portal)

StDuty Amt

: Rs 500.00/- (Rs Five Hundred Rupees Only)

RgnFee Schm

RgnFee Amt

Only for verification Fee

Article

: 48(f)

Prop Mybity

: immovable

Consideration

: 1.00/-

Prop Descr

: MARATHON NEXTOWN , VILLAGE DESAITHANE DIST

: Maharashtra

: 421204

Duty Payer Other Party : PAN-AAUFM8302P MARATHON ENERGEN LLP

: PAN-BHIPK7124F MAHINDRA KHARAT AND ORS

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दस्त गोषवारा भाग-1

करल4

दस्त क्रमांक: 2924/2018 🤈 🍆

दस्त क्रमांक: करल4 /2924/2018

बाजार मुल्य: रु. 01/-

मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्कः रु.500/-

नोंदणी की माकी असल्यास तपशिल :-

1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping tack of adjusted fees

दस्त क्रमांक १५४५/२०१८

दु. नि. सह. दु. नि. करल4 यांचे कार्यालयात

अ. क्रं. 2924 वर दि.14-03-2018

रोजी 6:44 म.नं. वा. हजर कैला.

पावती:3344

पावती दिनांक:

14/03/2018

सादरकरणाराचे नावः मेरेथॉन एनर-जन एन एन पी यांध्यावतीने युप कंपनी सेक्रेटरी आणि अधिकृत व्यक्ती भी के.एस.राधवन

नोंदणी फी

₹. 1000.00

दस्त हाताळणी फी

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पृष्टांची संख्याः 16

एक्ण: 1320.00

दस्त हजर करणाऱ्याची सही:

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मुद्रांक शुल्कः (48-ह) (अ) ते (ग) खेरीज@ इतर कोणत्याही प्रकरणात

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शिक्का क्रं. 2 14 / 03 / 2018 06 : 46 : 36 PM ची वेळ: (फी)

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Summary-2(द्रस्त गोषवारा भाग - २) दस्त क्रमांक् १५४

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दस्त गोषवारा भाग-2

दस्त क्रमांक: 2924/2018

दस्त क्रमांक :करल4/2924/2018 दस्ताचा प्रकार :-कुलमुखत्यारपत्र

अनु क्र. पक्षकाराचे नाव व पत्ता

1 नाव: मॅरेथॉन एनर-जन एल एल पी यांच्यावतीने ग्रुप कंपनी सेक्रेटरी आणि अधिकृत व्यक्ती श्री के.एस.राघवन पत्ताः प्लॉट नं: 702, माळा नं: -, इमारतीचे नाव: मॅरेथॉन मॅक्स, ब्लॉक नं: मुलुंड-पश्चिम, रोड नं: मुलुंड गोरेगांव लिंक रोड, मुलुंड-पश्चिम, मुंबई-४०००८०, महाराष्ट्र, मुम्बई. पॅन नंबर:AAUFM8302P

नाव: मॅरेथॉन एनर-जन एल एल पी यांच्यावतीने 2 सिनियर मॅनेजर आणि अधिकृत व्यक्ती श्री वय:-51 व: सामग्री:-वर्ड-द्वारकानाथ के राव पत्ताः प्लॉट नं: 702, माळा नं: -, इमारतीचे नाव: मॅरिथॉन मॅक्स, ब्लॉक नं: मुलुंड-पश्चिम, रोड नं: मुलुंड गोरेगांव लिंक रोड, मुलुंड-पश्चिम, मुंबई-४०००८०, महाराष्ट्र, मुम्बई, पॅन नंबर:AAUFM8302P

नाव:बाबुला - महाराणा पत्ता:प्लॉट नं: 702, माळा नं: -, इमारतीचे नाव: मॅरेथॉन मॅक्स, ब्लॉक नं: मुलुंड-पश्चिम, रोड नं: मुलुंड गोरेगांव लिंक रोड, मुलुंड-पश्चिम, मुंबई-४०००८०, महाराष्ट्र, मुम्बई. पॅन नंबर:ARHPM9404C

नाव:जिनेंद्र - दुर्गे पत्ताः प्लॉट नं: 702, माळा नं: 🔑 इमारतीचे नावः मॅरेथॉन मॅक्स, ब्लॉक नं: मुलुंड-पश्चिम, रोड नं: मुलुंड गोरेगांव लिंक रोड, मुलुंड-पश्चिम, **मुब**ई ४०००८०, महाराष्ट्र, मुम्बई. पॅन नंबर:AWRPD9530H 👫

नाव:महिंद्र - खरात पत्ताः प्लॉट नं: 702, माळा नं: -, इमारतीचे नाव: मॅरेथॉन मॅक्स, ब्लॉक नः मुलुंड-पश्चिम, रोड नः मुर्तुड गोरेगांव तिंक रोड;मुर्तुड-पश्चिम,मुंबई-४०००८०, महाराष्ट्र, मुम्बई. पॅन नंबर:8HJPK7124F

पक्षकाराचा प्रकार

कुलमुखत्युर र्देणार वय {-57 स्वाक्षरी;

छायाचित्र

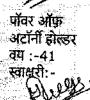
अंगठ्याचा ठसा





कुलमुखत्यार र्देणार





पाँवर ऑफ़ अटॉर्नी होल्डर वय:-33 स्वाक्षरी:-















वरील दस्तऐवजं करुन देणार तथाकथीत । कुलमुखत्यारपत्र । चा दस्त ऐवजं करुन दिल्याचे कबुल करतात. शिक्<u>का क्र</u>.3 ची वेळ:14 / 03 / 2018 06 : 49 : 31 PM

STEGISTRA खातील इसम्बासी है ्रीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

छायाचित्र

अंगठ्याचा ठसा

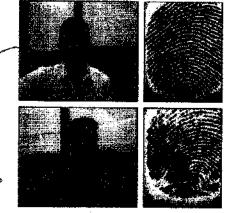
Summary-2(दस्त गोषवारा भाग - 💨 🐛

ट न न - 9 दस्त क्रमांक ५५४४५/२०१८ १९९७ / १९४८

रोड,मुलुंड-पश्चिम,मुंबई-४०००८० पिन कोड:400080

स्वाक्षरी

2 नाव:दिपक सुभाष घाग वय:30 पत्ता:७०२ ७ वा मजला,मॅरेथॉन मॅक्स,मुलुंड गोरेगांव लिंक रोड,मुलुंड-पश्चिम,मुंबई-४०००८० पिन कोड:400080



शिक्का क्र.4 ची वेळ:14 / 03 / 2018 06 : 50 : 07 PM

शिक्क क.5 वी वेळ:14 / 03 / 2018 06 : 50 : 35 PM नोंद<u>णी पुस्तक 4 मध्</u>ये

सह द विवास करी क्षेत्र मुंबई दवनगर विवास Payment Details.

sr. Epayment Number

1

MH010876750201718R

करल-४ २*९*४५ १६ १६ २०१८

Defacement Number 0006449138201718

2924 /2018

Know Your Rights as Registrants

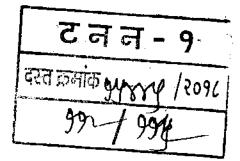
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- 2. Get print immediately after registration.

For feedback, please write to us at feedback.isarita@gmail.com





iSarita v1.5.0



कुलम्खत्यार पत्राचे घोषणापत्र

मी, श्री/श्रीमती/पी क्रिक्स केंक, उणे - पार्च कार्याक्ष्यात करारे मोहा का शिक्स करा की, द्वयम निबंधक, उणे - पार्च कार्याक्ष्यात करारे मोहा का शिक्स करा दस्त नेंदणीसाठी सादर करण्यात कार्याक्ष कार्

ठिकाण : ठाणे

दिनाक २०/10/2018

Que 953

सही

जिनेद दुने कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार









सचित रोहिदास शिंदे Sachin Rohidas Shinde जन्म वर्ष / Year of Birth : 1983 पुरुष / Male



9307 3431 5529

- सामान्य माणसाचा अधिकार

ट न न - 9 दस्त क्रमांक १५४५/२०१८ १९७४/१९१८

आयकर विभाग



भारत सरकार GOVT. OF INDIA

INCOMETAX DEPARTMENT

SACHIN R SHINDE ROHIDAS HARIBHAU SHINDE 30/07/1983

Permanent Account Number BWQPS9755M





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भारत सरकार Government of India विद्या सचिन शिंदे Vidya Sachin Shinde

जन्म तारीख / DOB: 22/06/1987

स्त्री / Female

6796 0877 0042



माझे

, माझी ओळख

1.50

आयकर विभाग INCOMETAX DEPARTMENT VIDYA SACHIN SHINDE VIDYA GAJRE

22/06/1987

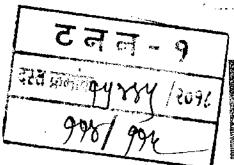
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भारत सरकार GOVT. OF INDIA









हें भारत सरकार

a Governmentorandias

जितंद्र डीगंबर चौधरी Jitendra Digambar Chaudhari पिता : डीगंबर जगन्नाथ चौंधरी

Father : Digambar Jagannath Chaudhari'

जन्म ਨਿथि / DOB : 18/06/1992



8996 6483 4987

मेरा आधार, मेरी पहचान

आयकर विभाग 🎕 INCOME TAX DEPARTMENT



भारत सरकार GOVT. OF INDIA

JITENDRA DIGAMBAR CHAUDHARI

DIGAMBAR JAGANNATH CHAUDHARI

18/06/1992

Permanent Account Number ASTPC3109M



आयकर विभाग INCOME TAX DEPARTMENT PRASHANT B TATE

BHANUDAS NARAYAN TATE

AWBPT9528P









COVERNMENTED SINDIATE

Prashant Bhanudas Tate

जन्म **वर्ष** / Year of Birth : 1989





अव्य - सामान्य माणसाचा अधिकार

73/15445 शनिवार,20 ऑक्टोबर 2018 11:18 म.पू.

दस्त गोषवारा भाग-1

टनन1 **१५५ ११५** दस्त क्रमांक: 15445/2018

दस्त क्रमांक: टनन1 /15445/2018

बाजार मुल्य: रु. 16,94,500/-

मोबदला: रु. 31,30,392/-

भरलेले मुद्रांक शुल्क: रु.1,87,900/-

दु. नि. सह. दु. नि. टनन1 यांचे कार्यालयात अ. क्रं. 15445 वर दि.20-10-2018 रोजी 10:53 म.पू. वा. हजर केला. पावती:19572

पावती दिनांक: 20/10/2018

सादरकरणाराचे नाव: मचिन रोहिदास शिंदे

नोंदणी फी

₹. 30000.00

दस्त हाताळणी फी

₹. 2320.00

पृष्टांची संख्या: 116

एकुण: 32320.00

(A)

दस्त हजर करणाऱ्याची मही:

<u>.</u> ...

Sub Registrar Thane 1

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत र्किवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत र्किवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का के, 1 20 / 10 / 2018 10 : 53 : 12 AM ची वेळ: (सादरीकरण)

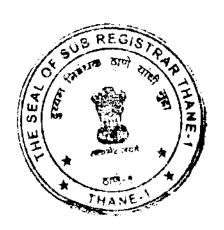
शिक्का के. 2 20 / 10 / 2018 10 : 56 : 51 AM ची वेळ: (फी)

नमारणत करण्यात यंत की, सदस्त दस्तिऐवजास जोडलेली पूरक कागदपत्रे ले अस्सल व खरी आहेत. तथापि खोटी/बनावट आढळून आल्यास नोंदणी अधिनयम १९०८ चे कलम ८२ अन्वये होणाऱ्या कारवाईस आम्ही व्यक्तीस जबाबदार सह.

नि देणार

लि घेणाञ

Vshinde





दस्त गोषवारा भाग-2

दस्त क्रमांक:15445/2018

20/10/2018 11 26:50 AM

दस्त क्रमांक :टनन1/15445/2018 दस्ताचा प्रकार:-करारनामा

अन् क्र. पक्षकाराचे नाव व पत्ता

> नाव:मॅरेथॉन एनर-जन एल एल पी. यांच्या वतीने सिनियर मॅनेजर आणि अधिकृतं व्यक्ती श्री. द्वारकानाथ के.राव यांच्यावतीने कुलमुखत्यार म्हणून जिनेंद्र दुर्गे पत्ता:प्लॉट नं: 702, माळा नं: -, इमारतीचे नाव: मॅरेथॉन मॅक्स, ब्लॉक नं: मुलुंड पश्चिम, रोड नं: मुलुंड गोरेगांव लिंक रोड, मुलुंड प. मुंबई, महाराष्ट्र, मुम्बई. पॅन नंबर:AAUFM8302P

नाव:सचिन रोहिदास शिंदे पत्ता:प्लॉट नं: रूम नं. 14 , माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: सेंट जॉर्जस हॉस्पीटल कंपाउंड , टेलिफोन ऑफिस च्या जवळ , रोड नं: रामगड वसाहत . सी. एस . टी. , मुंबई , महाराष्ट्र, मुम्बई. पॅन नंबर:BWQPS9755M

नाव:विद्या सचिन शिंदे 3 पत्ता:प्लॉट नं: रूम नं. 14 , माळा नं: -, इमारतीचे नाव: -, ब्लॉक नंः सेंट जॉर्जस हॉस्पीटल कंपाउंड , टेलिफोन ऑफिस च्या जवळ , रोड नं: रामगड वसाहत , सी. एस. टी. , मुंबई , महाराष्ट्र, सुम्बई. पॅन नंबर:FFBPS7447E

पक्षकाराचा प्रकार लिहून देणार वय:-42 स्वाक्षरी:-

लिहून घेणार

छायाचित्र

अंगठ्याचा ठसा







लिहून घेणार वय:-31 स्वाक्षरी:-











वरील दस्तऐवज करुन देणार तथाकथीत करारनामा चा दस्त ऐवज करुन दिल्याचे कबुल करतात. शिक्का क्र.3 ची वेळ:20 / 10 / 2018 11:05:12 AM

ओकाव:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटिवतात

अनु पक्षकाराचे नाव व पता 臶.

नाव:प्रशांत ताटे - -1 वय:29 पत्ता:702, मॅरेथॉन मॅक्स, मुलुंड प. मुंबई पिन कोड:400080

नाव:जितेंद्र चौधरी - -वय:26 पत्ता:702, मॅरिथॉन मॅक्स, मुलुंड प. मुंबई पिन कोड:400080

छायाचित्र

अंगठ्याचा ठसा









स्वाक्षरी

शिक्का क्र.4 ची वेळ: 20 / 10 / 2018 11: 05: 56 AM

शिक्का कू. 5 ची क्रेक: 20 / 10 / 2018 11 : 06 : 20 AM नोंद्रणी पुस्तक 1 मध्ये

strar Thane 1

EPayment Details

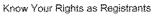
- **Epayment Number** Sr. 1910201807062 1
- 1910201807003 2
- MH006961404201819S 3

निबधक वर्षः

ement Number 201807062D 0201807003D

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15445 /2018



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