

एनन - १
दस्तावेज क्रमांक १००८२/२०१७
१०/०२



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Shah.

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") made at Mumbai on this 10th day of JULY 2017 *10/02*

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 address at 702, Marathon Max, Mulund-Goregaon Link Road, Mulund (W), Mumbai 400080, hereinafter referred to as "THE DEVELOPER" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title and permitted assigns) of the **FIRST PART**;

AND

Abhoy Vijaykumar Shah

Parul Abhoy Shah

1101, Marathon Galaxy-I, L.B.S. Road,

Mulund (West), Mumbai 400080, Maharashtra, India

hereinafter referred to as "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include in the case of individuals, his/her heirs, executors, administrators, in case of a firm the partners for the time being from time to time, the survivors or survivor of them and the heir, executors and administrators of the last of such survivors or survivor and In case of a Company, its successors) of the **SECOND PART**;

The Developer and the Purchaser are hereinafter collectively referred to as "the Parties", and individually as a "Party".

10/02 *[Handwritten signature]* Shah.

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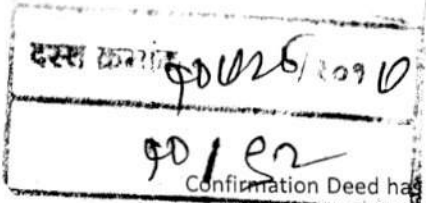
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Whereas:-

- (a) (1) Vishnu Govind Mhatre, (2) Banubai Vishnu Mhatre, (3) Dashrath Vishnu Mhatre (for self and as a natural guardian for Nikita, Viki and Rajat), (4) Parvatibai Dashrath Mhatre, (5) Prakash Vishnu Mhatre (for self and as a natural guardian for Darshna, Payal and Alpita), (6) Kalubai Prakash Mhatre, (7) Rahlad 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 Baburao 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 Vasant 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 (for self and as a natural guardian for Vikas, Akash and Atish), (66) Gangubai Maruti Mhatre, (67) Satish Vasant Mhatre (for self and as a natural guardian for Mayuresh), (68) Nilam Satish Mhatre, (69) Dwarkabai Ratan Mhatre, (70) Sunil Ratan Mhatre (for self and as a natural guardian for Muskan), (71) Sanam Sunil Mhatre, (72) Anjani Ganesh Patil, (73) Vinod Ratan Mhatre (for self and as a natural guardian for Khushi), (74) Seema Vinod Mhatre, (75) Shripat Shankar Mhatre, (76) Yamuna Shripat Mhatre, (77) Jagdish Shripat 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) Gulabbai Lahu Mhatre, (85) Premnath Lahu Mhatre (for self and as a natural guardian for Prerna, 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) Rajita Ramdas Mhatre, (98) Kajal Ramdas Mhatre, (99) Sitabai Ramchandra Patil, (100) Surjan 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. 4C, Survey No. 220 Hissa No. 5, Survey No. 232 and Survey No. 141 Hissa No. 2, admeasuring about 57,630 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 as "**the Larger Land**". Presently, except for Survey No. 220 Hissa No. 4C admeasuring 1300 square metres, balance land admeasuring 56,330 square metres is hereinafter referred as "**the said Land**" and delineated with red colour boundary line on the plan annexed hereto and marked as **Annexure "A"**.
- (b) By and under a Development Agreement dated 20th May, 2008 ("**the Development Agreement**") executed between M/s. Mateshwari Realtors through its partners 1) Mr. Mahendra Shamji Patel and 2) Mr. Shailesh Narayanbhai 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 respect of the Larger Land in the manner, for the consideration which includes constructed area (hereinafter referred as the "**Owners Construction Area**") in the buildings to be developed on the said land and on the terms and conditions mentioned therein.
- (c) 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

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Developer

J. L. Ashah.
Purchaser





Confirmation Deed has been registered with the office of the Sub-Registrar of Assurances under Serial No. TNN1-01762 of 2009.

- (d) 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.
- (e) 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.
- (f) 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 Developer 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.
- (g) In these circumstances, the Developer is entitled to develop inter alia the said Land and to sell the flats/ shops/ units/ premises to be constructed thereon as per the Development Agreement dated 20th May, 2008. Title Certificate dated 21st July 2014 and issued by Adv. Prasanna Tare, certifying the title of the said Land which is also annexed and marked as **Annexure "E"** hereto.
- (h) By and under a permission dated 7th May, 2012, the Collector, Thane has granted non-agricultural permission ("**NA Permission**") in the manner and on the terms and conditions mentioned therein. A copy of the NA Permission is annexed hereto and marked as **Annexure "B"**.
- (i) The Developer is developing the said Land in a phase-wise manner by utilization of the full development potential of the said 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.
- (j) As part of the phase-wise development of the said Land, the Developer is proposing to construct several buildings on the said Land by utilization of the full development potential thereof in project known as "**MARATHON NEXTOWN**" per the plan annexed hereto marked as **Annexure "A"**.
- (k) In the first phase, the Developer proposes to construct three (3) buildings i.e. Building A, Building B and Building C presently cumulatively admeasuring about 13756 square metres with Stilt + 12 floors and proposed to be increased to 16500 square metres with Stilt + 18 floors as may be sanctioned by the competent authorities from time to time ("**the First Phase Buildings**") on a portion of the said Land admeasuring about 3055 square metres (referred to as "**the First Phase Land**") which is shown washed with yellow colour on the Plan annexed hereto and marked as **Annexure "A"**.
- (l) By and under its letter dated 1st November, 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.
- (m) On 5th November, 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. A copy of the said development permission dated 5th November 2012 is annexed hereto and marked as **Annexure "C"**.
- (n) By and under a commencement certificate dated 30th April, 2013 issued by TMC and bearing reference no. V.P. No. S11/0014/2010 TMC/TDD/0847/13 the First Phase Buildings to be constructed on the First Phase Land, subject to the terms and conditions stated therein. A copy of the said commencement certificate dated 30th April 2013 is annexed hereto and marked as **Annexure "D"**.
- (o) 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 - 1 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 *inter-alia* gave their consent, no objection and confirmation to Marathon Ener-Gen LLP to develop the said Land.
- (p) By and under the Indenture of Simple Mortgage dated March 28, 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




Developer


 
Purchaser

Ltd. having its Registered Office at Trishul, 3rd floor, Opp. Samartheshwar Temple, Law Center, Elis 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 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. The Developer shall obtain a No Objection Certificate from the said bank.

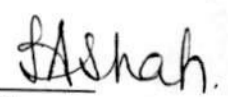
- (q) Vide Deed of Release of Charge Over Mortgage Property dated 27th April, 2017 registered with the office of the Sub-Registrar of Assurances at Thane-9 under Serial No.TNN9-2872-2017, the mortgaged property mortgaged vide Indenture of Simple Mortgage dated 28th March, 2014 has been re-conveyed by the said Bank/Mortgagee in favour of the Developer
- (r) By virtue of Facility Agreement made in the year 2017 and executed between the Developer and Others and LIC Housing Finance Limited ("Lender"), the Developer 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 Developer and Others have created charge on part of the said 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 Developer shall obtain a No Objection Certificate from the said Lender.
- (s) The requisite approvals and sanctions for the development of the First Phase Land have been applied for and/or in process of being obtained and/or obtained by the Developer from the competent authorities/ relevant statutory authorities. The requisite approvals and sanctions for the development of the First Phase Land may be amended from time to time, in accordance with the law and/or the planning requirements, as per the requirements of the development of the First Phase Land and/or as the Developer deems fit and/or as may be required by any competent authority.
- (t) The Purchaser demanded from the Developer and the Developer has given inspection to the Purchaser of (i) all the documents of title relating to the said Land and of such other documents as are specified under the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "MOFA") and the rules made there under, the Title Certificate dated 21st July 2014 and issued by Adv.Prasanna Tale certifying the title of the said Land which is also annexed and marked as **Annexure "E"** hereto and (iii) all the approvals and sanctions obtained till date for the development of the said Land. The Property Register of the said Land are annexed hereto as **Annexure "F"** (collectively).
- (u) The Purchaser has prior to the execution of this Agreement satisfied himself about (i) the rights of the Developer to develop the said Land (ii) the approvals and sanctions obtained till date for the development of the First Phase Buildings (iii) the phase-wise development of the said Land and (iv) the nature of the rights retained by the Developer under this Agreement. This Agreement has been entered into by the Purchaser after seeking necessary legal advice.
- (v) Pursuant to the discussions and negotiations between the Developer and the Purchaser, the Developer has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Developer on ownership basis, a flat bearing no. 0601 admeasuring 456.5 square feet of carpet area (i.e. 42.41 square meters) on the 6 floor (hereinafter referred to as "the said Unit") in the building known as A forming part of the First Phase Buildings ("the said Building") with such amenities as mentioned in Annexure "G" hereto.
- (w) The said Unit is more particularly described in the Second Schedule hereunder written and is hatched with red colour on the floor plan annexed hereto and marked as **Annexure "H"**.
- (x) This Agreement shall always be subject to the provisions of MOFA and the rules made there under.
- (y) The parties hereto confirms that, all writing made enter into between the parties here to prior to execution of the present Agreement in respect of the said Unit shall stand cancelled.

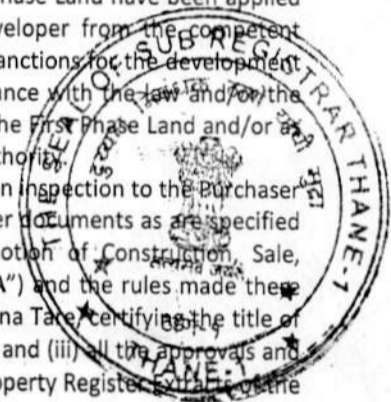
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. All the aforesaid recitals shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.
2. The Purchaser declares and confirms that before the execution of this Agreement the Developer has made full and complete disclosure of the title of the said Land and the Purchaser has taken inspection of the documents and has satisfied himself of the drawings, plans and specifications in respect of the said Building, the nature of the fixtures, amenities, fittings to be provided, details of the designs and materials for construction and the approvals obtained, nature of the title of the Developer in respect of the said Land.
3. The Purchaser confirms that, prior to the execution of this Agreement satisfied itself about the title of the Developer to the said Land and the entitlement of the Developer to develop the said Land and that the Purchaser shall not be entitled to further investigate the title of the Developer and no requisition or objection shall be raised upon any matter relating thereto.

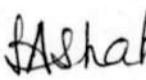

Developer

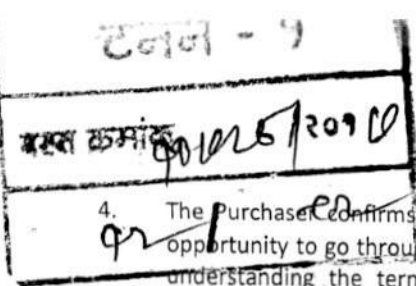



Purchaser









4. The Purchaser confirms that he was provided with the draft of this Agreement and had sufficient opportunity to go through the same and has understood the terms and conditions thereof. After fully understanding the terms and conditions thereof the Purchaser has agreed to enter in to this Agreement.

5. 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 - 1 under serial no. TNN9- 255 of 2014 and 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) and Marathon Ener-Gen LLP (therein referred to as the party of the Third Part), the Owners (therein referred to as 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 and agreed to allocate the said Owners' Construction Area into certain flats. The said Unit does not form part of the units to be constructed and handed over to the Owners in terms of the Development Agreement. The said Unit forms part of the Developers share under the Development Agreement.

6. The Developer has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Developer on ownership basis the said Unit being a flat bearing no. 0601 admeasuring 456.5 square feet of carpet area (i.e. 42.41 square meters) on the 6 floor of building known as A forming part of the First Phase Buildings ("the said Building") with such amenities as mentioned in Annexure "G" here to for a total consideration of Rs. 26,11,980.00 (Rupees: Twenty Six Lakh Eleven Thousand Nine Hundred Eighty Only) (hereinafter referred to as "the Consideration"). The said Unit is more particularly described in the Third Schedule hereunder written and is hatched with red colour on the floor plan annexed hereto and marked as Annexure "H".

7. The Consideration shall be paid only to the Developer and all payments shall be made by way of demand drafts/ pay orders/ cheques/ RTGS/ ECS/ NEFT, in the name of "Marathon Ener-Gen LLP".

8. Prior to signing of this document, the purchaser has paid an amount of Rs. 2,57,725.00 (Rupees: Two Lakh Fifty Seven Thousand Seven Hundred Twenty Five Only) vide cheque details as provided in the Receipt annexed hereto. The Consideration amount mentioned herein was agreed between the Purchaser and the Developer on receipt of this payment. The agreed consideration is 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.

9. The Consideration towards the said Unit shall be paid by the Purchaser in fixed Instalments as more particularly specified in the Schedule of Payments mentioned hereinafter, time being of the essence, in accordance with the progress of construction of the said Building. The Developer shall issue a notice to the Purchaser intimating the Purchaser about the stage-wise completion of the said Building as detailed below (the payment at each stage is individually referred to as "the Installments" and collectively referred to as "the Installments"). The payment of the Installments shall be made by the Purchaser within 15 (fifteen) days of the Developer making a demand for the payment of the respective installment, time being of the essence. Any delay in making such payment of the installments shall attract interest at the rate of 24% p.a from the due date of the installments till the date of actual realization. The Schedule of Payments is as follows :

Sr. No.	Description	Percentage
1	Earnest Money	10%
2	Within 30 days from date of Reservation	9.9%
3	On initiation of Plinth	10.1%
4	On Completion of 1st Slab Work	7%
5	On Completion of 3rd Slab Work	7%
6	On Completion of 5th Slab Work	7%
7	On Completion of 7th Slab Work	7%
8	On Completion of 9th Slab Work	7%
9	On Completion of 11th Slab Work	7%
10	On Completion of last Slab Work	7%
11	On completion of Internal work Brickwork	7%
12	On completion of Plumbing/Electrical Work of the said Unit	6%
13	On completion of Internal flooring and tiling, etc.	3%
14	On completion of Doors and Windows	3%
15	On or before possession of the said premises for fit outs being offered by the promoters to the Purchasers	2%

U/s.194 IA of Income Tax Act, 1961, the purchaser to deduct 1% TDS on the consideration of the said unit exceed to Rs.50 Lacs and issue the Developer form 16B on such deductions.

10. The Consideration (being paid in installments), shall be exclusive of all taxes, levies, cesses, imposts payable to any government authority. The Purchaser shall be liable to pay all applicable taxes levies, cesses, imposts payable on the said Consideration and/or under this Agreement.

Developer

Purchaser

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Govt. Taxes	
a)	Value Added Tax (as per actuals)
b)	Service Tax (as per actuals payable with every payment as per schedule of payment)
c)	Gram Panchayat Tax (as per actuals)
d)	Stamp Duty (as per actuals)
e)	Registration (as per actuals)

The Purchaser shall also be liable to pay any taxes, levies, cesses, imposts that may be levied or made payable at any future date to any authority including but not limited to any government authority whether on the said Consideration and/or under this Agreement and the Developer shall under no circumstances be liable to pay any such taxes levies, cesses, imposts.

11. Save as provided herein, in the event the Purchaser commits default in payment on the due date of any amount due and payable by the Purchaser to the Developer under this Agreement (including proportionate share of taxes levied by the concerned local authority and other outgoings) and/or commits breach of any of the terms and conditions of this Agreement, the Developer shall be entitled at its discretion to terminate this Agreement **PROVIDED that prior to such termination** the Developer shall give to the Purchaser 15 (fifteen) days' prior written notice to rectify the default complained of and where the default is with respect to payment of money, pay the same along with interest at the rate of 24% per month within the said 15 days' notice period. In the event the Purchaser fails to rectify and/or remedy the breach within the cure period then the Developer shall be entitled to terminate this Agreement, without prejudice to its other rights.
12. Upon termination of this Agreement as stated above, without prejudice to the other rights and remedies of the Developer in law and under this Agreement, the rights (if any) of the Purchaser under this Agreement and/or in respect of the said Unit shall stand automatically and immediately extinguished and terminated without any further act, deed, matter or thing or execution of any document and the Developer shall be entitled to (i) deal with, resell and/or dispose of the said Unit in the manner as the Developer may deem fit without any reference or recourse to the Purchaser; and (ii) the Developer shall be entitled to forfeit either (a) 20% of the total consideration plus brokerage fees if any and all other outgoings and expenses incurred by the Developer or (b) the actual loss incurred by the Developer on the resale and/or disposal off the said Unit to a third party purchaser; whichever is more and thereupon to refund to the Purchaser the balance amount (if any) which till the date of termination has been paid by the Purchaser to the Developer. It is agreed that the Developer shall refund the aforesaid amounts only upon the Developer having received the consideration from the resale of the said Unit and also simultaneously with the execution of the necessary deeds, document and writings, if any required by the Developer from the Purchaser, in respect of such cancellation. The liability of the Purchaser as stated above shall be without prejudice to any other rights and remedies available to the Developer hereunder. The Purchaser confirms that the liability of the Purchaser under this clause is a genuine pre-estimate of the loss or damage that is likely to be suffered by the Developer on account of the breach of the terms of this Agreement by the Purchaser. The Purchaser agrees to the liability mentioned above and waives his right to raise objection to the payment and/or determination thereof.
13. In addition to the carpet area of the said Unit, there could be certain areas such as niche, flower bed, and duct with service slab, etc. appurtenant to the said Unit (hereinafter referred to as "the Ancillary Areas"). The Ancillary Areas shall be exclusive to the said Unit and shall form part of the limited common areas and facilities.
14. In addition to the areas mentioned hereinabove, there are certain common areas and facilities such as the entrance lobby, refuge areas, staircases, passages, amenity areas, etc., in the said Building, the usage of the same shall be in common with the other occupants/users.
15. The Developer has agreed to sell to the Purchaser and the Purchaser has agreed to acquire from the Developer the said Unit on the basis of the carpet area only and the Consideration agreed to be paid by the Purchaser to the Developer is agreed on the basis of the carpet area of the said Unit. The Consideration is only in respect of the said Unit and the Developer has neither charged nor recovered from the Purchaser any price or consideration for the Ancillary Areas and the common areas.
16. The Developer shall complete the construction of common areas and facilities over a period of time and in a phase wise manner. The purchaser hereby agrees and confirms that, he will maintain the said area by his own cost and expenses and the Developer shall not liable for the same.
17. The carpet area of the said Unit is approximate and the actual carpet area may vary from the carpet area mentioned herein by up to 2 % due to design and construction exigencies. In the event of there being a difference of more than 2 % between the actual carpet area of the said Unit and the carpet area mentioned herein, then the Consideration shall be either proportionately reduced or increased accordingly (without interest thereon). However, it is expressly clarified that no adjustment will be made to the Consideration if the difference between the actual carpet area of the said Unit and the carpet area as mentioned herein is lesser than or equal to 2%.
18. Notwithstanding anything to the contrary, the Purchaser hereby unconditionally and irrevocably authorizes the Developer to adjust/ appropriate all payments made by the Purchasers against any dues including but not limited to the cheque bounce charges in case of dishonour of cheques, taxes, interest on delayed payment of taxes, outstanding towards consideration, interest on delayed payment of consideration, any other amounts (under any head) outstanding, due and payable in respect of the said Unit under this Agreement. The Purchaser agrees and undertakes not to raise any objection or

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claims with regard to such adjustments and waives his right to do so in this regard. The rights of the Developer under this clause are without prejudice to the rights and remedies of the Developer under this Agreement and at law in case of the breach by the Purchaser of any term of this Agreement including the right to terminate this Agreement.

19. The Purchaser accords his irrevocable consent to the Developer to securitize the Total consideration and/or part thereof and to assign to the Banks/financial Institutions the right to directly receive from the Purchaser the Total consideration or part thereof. The Developer confirms that the same shall be a valid payment of consideration and discharge of the Purchaser's obligations hereunder.
20. It is specifically agreed between the Parties that and the Purchaser specifically acknowledges, agrees and confirms that:
 - 20.1. The Developer is developing the said Land in phases over a period of time by utilisation of the full development potential of the said Land and the full, present and future FSI potential thereof (including incentive FSI, fungible FSI, FSI pursuant to any schemes and premium FSI) and any other FSI from elsewhere that can be loaded on the said Land including transferable development rights (TDRs) etc. as sanctioned and/or may be sanctioned and/or to be amended from time to time by the concerned authorities in accordance with the applicable development control rules and regulations and other applicable laws rules and regulations as may be in force at present and/or at any time hereafter and/or by change of law and/or change of policy and/or any other rights and benefits including on account of undertaking incentive FSI schemes, public car parking schemes or any floating rights which is or may be available in respect of the said Land or elsewhere and/or any potential that is or may be available on account of the existing provisions or any amendments thereto under applicable law including by amalgamating the said Land with any other land parcel or any scheme of development being implemented on any other land parcel. As part of this phase-wise development the Developer will construct, over a period of time, several buildings/structures on the said Land;
 - 20.2. After (i) the Developer has completed the development of the First Phase Land in all respects; (ii) all the flats/ shops/ units/ premises in the First Phase Buildings have been sold by the Developer ("First Phase Units") and the entire consideration in respect thereof has been received by the Developer; and (iii) all the terms and conditions of the agreements executed with the purchasers of the First Phase Units have been complied with by the said purchasers, the Developer may, in its sole discretion and without being bound to do so, form separate bodies/associations/societies/companies in respect of the flats/ shops/ units/ premises purchasers of each of the three (3) First Phase Buildings being constructed on the First Phase Land. Thus, the Developer may, in its sole discretion form 3 (three) separate bodies/associations/societies/companies of the flats/ shops/ units/ premises purchasers of Building 'A' ("Society 'A'"), of Building 'B' ("Society 'B'") and Building 'C' ("Society 'C'"). (The Developer will, in due course and at its discretion, execute a lease deed each in favour of Society 'A' ("Society 'A' Lease Deed"), in favour of Society 'B' ("Society 'B' Lease Deed") and in favour of Society 'C' ("Society 'C' Lease Deed") of only the land under which Building 'A', Building 'B' and Building 'C' respectively stand. Society 'A', Society 'B' and Society 'C' are hereinafter referred to as the "First Phase Bodies" and Society 'A' Lease Deed, Society 'B' Lease Deed and Society 'C' Lease Deed are hereinafter referred to as the "First Phase Lease Deeds". Notwithstanding the above, the Developer may at its discretion form a single composite body/association/society/company of all the flats/ shops/ units/ premises purchasers of the First Phase Buildings and may execute a lease deed of the First Phase Land in favour of that single body/association/society/company of all the flats/ shops/ units/ premises purchasers of the First Phase Buildings.
 - 20.3. Under the First Phase Lease Deeds, the First Phase Body/ies will only be entitled to the FSI utilised for the construction of the respective First Phase Buildings and the benefit to use and access the common areas and facilities of the said Land on the terms and conditions to be mentioned therein. It is clarified that Society 'A', Society 'B' and Society 'C' will only be entitled to a lease of land under which Building 'A', Building 'B' and Building 'C' respectively stand and to the FSI utilised for the construction of each of the First Phase Buildings respectively and the benefit to use and access the common areas and facilities of the said Land;
 - 20.4. Similar to the First Phase Body/ies, the Developer may form and register other bodies/associations/societies/companies ("Other Bodies") for other portions of the said Land on the basis of the phase-wise development of the said Land for the purpose of maintenance of the buildings to be constructed thereon. The Developer in due course and in its discretion will execute leases of portions of the said Land in favour of the Other Bodies from time to time on terms and conditions to be determined by the Developer;
 - 20.5. Only after (i) the Developer has completed the development of the said Land in all respects (including the infrastructure and common areas and facilities) by utilising the full development potential thereof in all respects as provided above; (ii) all the flats/ shops/ units/ premises in all the buildings constructed on the said Land have been sold/transferred/disposed of by the Developer and the full consideration in respect thereof has been received by the Developer; and (iii) all the terms and conditions of the agreements executed with the purchasers of all flats/ shops/ units/ premises constructed on the said Land have been complied with by the said purchasers, the Developer will form and register an apex body or apex association or an apex society or company (hereinafter referred to as "Apex Body") for the maintenance of the



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buildings constructed on the said Land. The First Phase Body/ies and the Other Bodies will become members of the Apex Body. The Developer will in due course and in its discretion execute the necessary transfer deed/lease deed/reversionary rights transfer deed of the said Land and the buildings constructed thereon in favour of the Apex Body,

- 20.6. The Developer may, in its sole discretion, instead of forming the First Phase Body/ies and/or the Other Bodies and/or the Apex Body, after (i) the Developer has completed the development of the said Land in all respects (including the infrastructure and common areas and facilities) by utilising the full development potential thereof in all respects as provided above; (ii) all the flats/shops/ units/ premises in all the buildings constructed on the said Land have been sold/transferred/disposed of by the Developer and the full consideration in respect thereof has been received by the Developer; and (iii) all the terms and conditions of the agreements executed with the purchasers of all flats/ shops/ units/ premises constructed on the said Land have been complied with by the said purchasers, form and register only a single body/association/society/company of all the flats/ shops/ units/ premises purchasers of all the flats/ shops/ units/ premises constructed on the said Land ("Single Body") for the maintenance of the buildings constructed on the said Land. The Developer will in due course and in its discretion execute the necessary transfer deed/lease deed of the said Land and the buildings constructed thereon in favour of the Single Body;
- 20.7. Notwithstanding anything contained herein, the Developer may in its sole discretion declare the said Land under the provisions of the Maharashtra Apartment Ownership Act, 1970 and may form a single association or associations for each phase-wise development of the said Land and in case of multiple associations for each phase-wise development of the said Land, each apartment purchaser will be entitled to undivided right, title and interest only in the demarcated portion of the said Land identified by the Developer on the basis of the phase-wise development. Therefore, an apartment purchaser in the Building 'A', Building 'B' and Building 'C' respectively will only be entitled to an undivided right, title and interest in the land under which Building 'A', Building 'B' and Building 'C' respectively stand;
- 20.8. The entire increased, additional, future and extra F.S.I. (either purchased from the third parties and/ or the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of TDR and/or floating FSI which may be acquired by the Developer) before the formation of any society/body/association/company as aforesaid and even after the formation thereof and after execution of the transfer deed/lease deed in favour thereof shall vest with the Developer;
- 20.9. The rights retained by the Developer under this Agreement in terms of exploitation of the present and future development rights with respect to the First Phase Land and the said Land shall continue even after the execution of the lease deed/transfer deed in favour of the body/society/association/company formed as aforesaid and the same shall be reserved therein in terms of covenants and undertakings of the said society/body/association/company to the Developer;
- 20.10. the Purchaser has been made aware that the Developer shall be entitled to make any variations, alterations, modification, amendments or deletions to or in the scheme of development of the First Phase Land and/ or the said Land and layout plans and/ or building plans and/ or floor plans relating thereto, relocate/realign service and utility connections and lines, open spaces, parking spaces, common areas, recreation areas/grounds and all or any other areas, amenities and facilities as the Developer may deem fit in its discretion and/ or to the sanctioned plans (from time to time) before the formation of the First Phase Body/ies or Other Bodies or the Apex Body or the Single Body and even post formation thereof and even after the execution of the transfer deed/lease deed, as the case may be, in favour thereof and till the development is in progress and even thereafter and the Purchaser expressly and irrevocably consents to the same;
- 20.11. If (a) the FSI, by whatever name or form is increased in respect of the First Phase Land and/ or the said Land (i.e. more than what is envisaged at present); and/ or (b) TDR (or in any other similar manner) becomes available for being utilized and/ or (the development potential of the said Land or any part thereof otherwise increases in any manner whatsoever, then the Developer shall be entitled to construct such additional floors, wing/s, building/s as per the revised building/s plans and for the aforesaid purpose the Developer shall always have the right and be entitled to purchase and acquire further TDR from the market and consume the same on the First Phase Land and/ or the said Land (or any part thereof) and construct additional floors, make alterations and deal with the same in the manner the Developer deems fit and proper and the Purchaser expressly irrevocably consents to the same;
- 20.12. The Purchaser has been made aware that the Developer 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 such scheme which may be permitted by the competent authorities from time to time and known as ("MMRDA and/ or MHADA Building/s"). The Developer intends to grant a lease or give a conveyance of the MMRDA and/ or MHADA Building/s along with the demarcated portion of the land (hereinafter to as "MMRDA and/ or MHADA Land") to MMRDA and/ or MHADA. The Purchaser agrees, confirms and undertakes that he has no objection and will not object to the Developer constructing the MMRDA and/ or MHADA Building/s on the MMRDA and/ or MHADA

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Land and leasing conveying the same to MMRDA and/or MHADA. The Developer will be entitled to alter the location of the land under which the MMRDA and/or MHADA Building/s is/are to be constructed and the Purchaser agrees and gives his consent to the same and will not raise any objection with regard to the same. Further, the Developer will be entitled to grant necessary access to the MMRDA and/or MHADA Land and the MMRDA and/or MHADA Building/s through/over the said Land and grant necessary rights of way/ access and other such rights and the Purchaser agree not to raise any objection in this regard. The purchaser is aware that, right of way in the said Land is common to all the buildings in the Larger Land including the MMRDA and/or MHADA buildings the Purchaser irrevocably agrees not to raise any objection in this regard.

- 20.13. The Purchaser's irrevocable consent as stated in this Clause and elsewhere in this Agreement are and shall be deemed to be consents contemplated by Section 7 (1) (i) &(ii) of MOFA and the other provisions of MOFA and in accordance with the provisions of the Maharashtra Regional Town Planning Act, 1966 and the other applicable provisions of law/development control regulations;
21. The Developer shall construct and complete the said Building in accordance with approvals, plans, designs and specifications sanctioned by the TMC and/or any other relevant authority with such variations, additions, alterations and/or modifications as the Developer may consider necessary (from time to time) or expedient or as may be required by any public or local bodies or authorities or government or due to planning constraints or otherwise to be made and the Purchaser hereby consents to such variations, additions, alterations and/or modifications.
22. The Developer 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 local authority at the time of sanctioning the plans or thereafter and shall before handing over possession of the said Unit to the Purchaser, obtain from the concerned local authority necessary approvals in respect of the said Unit.



The Purchaser confirms and acknowledges that the Purchaser has been apprised and made aware and the Purchaser has agreed that:

The development and construction of the said Building on the First Phase Land is under Rules and Regulation of TMC and is part of the phase-wise development on the said Land, which may include residential, commercial and retail premises and such other development as may be permitted by applicable law;

- 23.2. As mentioned above, the development of the said Land shall happen in a phase-wise manner which shall take substantial time for completion. Further, the approvals relating to the construction of the buildings on the First Phase Land and/ or the said Land may also be granted in the phases. In the course of such development or otherwise the Developer shall be entitled to amend the existing layout plans, building plans and / or floor plans (including increase / decrease of floor levels) as may be desired by the Developer from time to time and the Purchaser has agreed and accorded his consent and concurrence in respect thereof/for the same.
- 23.3. The development of the said Land is dynamic and the scope thereof could be substantially increased from time to time by the amalgamation, mixture and composition of land plates, FSI and various development schemes under the applicable laws. The Developer shall be entitled to amalgamate the schemes in respect of the adjoining lands with the development scheme of the said Land and/or the First Phase Land without requiring any consent from the Purchaser and/or the First Phase Body/ies or the Other Bodies/Apex Body/Single Body, as the case may be.
- 23.4. It is agreed and acknowledged by the Purchaser that the swimming pool and club house to be constructed on the said Land shall be for the exclusive use of all the residents/ purchasers / occupiers of the premises as may be comprised in all the buildings forming part of the said Land and the same shall not be commercially exploited and shall not be used for any other purpose. It is further agreed and acknowledged by the Purchaser that the swimming pool and club house to be constructed on the said Land shall be open for use for all the residents/ purchasers / occupiers of the premises as may be comprised in all the buildings forming part of the said Land on a payment of membership/ usage fees. The Purchaser undertakes to comply with all the terms/ conditions/ stipulations framed by the Developer with respect to the use of the swimming pool and club house. The Purchaser further agrees and acknowledges that the yearly membership with respect to the use of the swimming pool and club house is not transferable and the Developer reserves its rights to increase the yearly membership fees for the same at its discretion.
- 23.5. The infrastructure, common area and facilities will also be developed in a phase wise manner and in stages over a period of time and in due course. The Purchaser acknowledges that the first phase of swimming pool and club house may not be functional before December 2018.
24. In addition to what is stated elsewhere in this Agreement, the rights of the Developer with respect to the First Phase Land and the said Land, shall include the following: -
- 24.1. It is expressly agreed that the right of the Purchaser under this Agreement is only restricted to the said Unit agreed to be sold by the Developer to the Purchaser subject to payment of all the amounts stipulated herein and compliance by the Purchaser of all the terms and conditions specified herein. All other flats/ shops/ units/ premises shall be the sole property of the

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Developer and the Developer shall be entitled to sell, transfer and/or deal with and dispose of the same without any reference or recourse or consent or concurrence from the Purchaser or any of the First Phase Body/ies or the Apex Body or the Other Bodies or the Single Body or any other association, as the case may be, in any manner whatsoever.

- 24.2. Till the formation of the First Phase Body/ies or the Apex Body or the Single Body, as the case may be, and the lease/transfer in favour thereof in terms of this Agreement and till the Purchaser has paid the Consideration to the Developer in full along with all other amounts/deposits payable in terms of this Agreement/applicable law, the Purchaser shall not let, sub-let, transfer, assign or part with the Purchaser(s)' interest or benefit under this Agreement or part with the possession of the said Unit.
- 24.3. The Developer shall be entitled to make any variations, alterations, modifications, amendments or deletions with respect to the development of the First Phase Land and/ or the said Land, relocate/realign service and utility connections and lines, open spaces, common areas and facilities, parking spaces, recreation areas and all or any other areas, amenities and facilities as the Developer may deem fit in its sole discretion and/or to the sanctioned plans (from time to time) at any time including before the execution of the transfer/lease in favour of the Apex Body/Single Body and even post such transfer/lease.
- 24.4. The Developer, shall always have a right to get the benefit of additional Floor Space Index for construction from sanctioning authorities and also to make the additions, alterations, raise storeys or put up additional structures as may be permitted by sanctioning authorities and other competent authorities and such additional structures and storeys will be the property of the Developer including additional storeys to the First Phase Buildings. The Developer will be entitled to use the terrace/s including the parapet wall for any purpose including display of advertisements and sign boards and for such purpose may utilize any common facility or amenity such as water, electricity etc. available in the said Unit or otherwise to which the Purchaser shall not have right to object, and it is expressly agreed that the Developer shall be entitled to put a hoarding or grant on lease site for pager station, cell base station and telecom towers on the First Phase Land or on the First Phase Buildings or any part thereof including the terrace and the said hoardings may be illuminated or comprising neon sign and for that purpose the Developer is fully authorized to allow temporary or permanent construction or erection or installation either on the exterior of any of the First Phase Buildings including the said Building and the Purchaser agrees not to object or dispute the same. The Developer shall be entitled to install its logo in one or more places in or upon any of the First Phase Buildings including the said Building and the Developer 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.
- 24.5. As the development of the said Land will be undertaken in phases/stages over a course of time, the common areas and amenities to be provided as stated herein are provisional including the extent and location thereof and the common areas and facilities will also be developed in stages/phases over a period of time. The Developer is entitled to and is irrevocably authorized to alter/ modify the layout of the First Phase Land and the said Land, including alter/ relocate or re-shape any of the common areas and amenities shown in the presently approved layout. It is expressly agreed and the Purchaser is aware that as a result of changes in the layout plans and/or building plans of the First Phase Buildings including the said Building, First Phase Land/ the said Land including by reason of utilisation of the entire increased, additional, future and extra F.S.I. (either purchased from the third parties and/ or the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of TDR and/or floating FSI which may be acquired by the Developer) and/or amalgamation of the development of the said Land with any land or other scheme (under any of the provisions of the applicable law), the share proportion of the said Unit in/to the common areas and facilities as the case may be may increase or decrease. The Purchaser hereby expressly consents to such changes and hereby expressly authorizes the Developer to so increase or decrease or change any of the common areas or facilities and/or to increase or decrease the share of the said Unit in such common areas and facilities and hereby irrevocably agrees to such change as aforesaid.
- 24.6. Till the entire development of the said Land/ amalgamated lands to its full development potential has been completed in all respects, the Purchaser shall not interfere in any manner in any work of development or construction and the Developer alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided and the Purchaser shall have no right or interest in the enjoyment and control of the Developer in this regard and the Purchaser shall not hinder or obstruct the Developer in this regard or in the exercise by the Developer of its aforesaid rights.
- 24.7. The Purchaser is aware that the Developer will be developing the First Phase Land and the said Land in a phase-wise manner on such terms and conditions as the Developer may deem fit and shall be entitled to all the benefit of Floor Space Index or any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Developer deems fit and the Developer shall be entitled to grant or offer upon or in respect of any portion of the First Phase Land or the said Land, to any third party all such rights, benefits, privileges, easements etc. including right of way, right to draw from or connect to all drains, sewers,

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installations and/or services in the First Phase Land and/or the said Land in such manner as may be desired by the Developer and the Purchaser expressly and irrevocably consents to the same.

- 24.8. The Developer shall be at liberty to sell, assign, transfer, lease, mortgage or otherwise deal with its right, title and interest in the First Phase Land and/or the First Phase Buildings and/or the said Land or any part thereof or any of the buildings or structures to be constructed thereon, provided that the same does not in any way materially prejudice the right of the Purchaser in respect of the said Unit.
- 24.9. The Developer shall be entitled to make variations in the lay-out, amenities and specifications, service and utility connection, facilities and underground water tanks, pumps, recreation areas, and their dimensions as it deems fit.
- 24.10. The Developer shall have the right to designate any space on the First Phase Land or any part of the said Land to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the units/premises to be constructed thereon or on any part of the said Land. The Developer shall also be entitled to designate any space on the First Phase Land or the said Land and/or in the terrace of any of the First Phase Buildings including the said Building to such utility provider either on leave and licence or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirements.
- 24.11. Notwithstanding the other provisions of this Agreement, the Developer shall be entitled to nominate any one or more persons ("Facility Management Agency") to manage the operation and maintenance of the First Phase Buildings constructed/ to be constructed on the First Phase Land, common amenities, common areas, facilities and infrastructure on the First Phase Land after the completion of the development of the First Phase Land and/or the said Land. The Developer 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 management of infrastructure with it/them. The cost incurred in appointing and operating the Facility Management Agency shall be borne and paid by the purchasers and/or occupants of the First Phase Buildings including the Purchaser on a pro rata basis, as part of the development and common infrastructure charges referred to herein. Such charges may vary and the Purchaser agrees that it shall not raise any dispute regarding the appointment of any Facility Management Agency by the Developer for any of the First Phase Buildings including the said Building or towards the maintenance charges determined by such agency. It is agreed and understood by the Purchaser that the cost of maintenance of the First Phase Buildings and the First Phase Land and other common areas, facilities and infrastructure in the said Land shall be borne and paid by only the Purchaser and other purchasers/occupants on a pro-rata basis; The Purchaser agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Developer and/or the Facility Management Agency, including without limitation, payment of the Purchaser's share of the service charges that may become payable, from time to time. The Purchaser is aware that the Developer is not in a business of providing services proposed to be provided by the Facility Management Agency. The Parties hereto agree that the Developer is not and shall not be responsible or liable in connection with any defect or the performance or non performance or otherwise of the services provided by the Facility Management Agency.


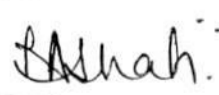


- 24.12. The Developer shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the First Phase Buildings/ Land till such time as the First Phase Land together with the First Phase Buildings have been leased to the First Phase Body/ies or the Single Body, as the case may be.
- 24.13. The Developer shall be entitled to construct site offices/sales lounge on the First Phase Buildings/ Land and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the First Phase Land or any portion thereof has been leased to the First Phase Body/ies or the Single Body, as the case may be until the development of the said Land and / or amalgamated lands has been completed in all respects.

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- 25. The Developer hereby covenants as follows:
 - 25.1. The Developer shall hand over the quiet, vacant and peaceful possession of the said Unit to the Purchaser with respect to the said Building around about **Ready Possession** ("Due Date"); **PROVIDED THAT** all amounts due and payable by the Purchaser herein including the Consideration have been paid in full and the Purchaser has otherwise complied with the terms and conditions of this Agreement **PROVIDED HOWEVER** the Developer is entitled to reasonable grace period of 9 (nine) months over and above the said Due Date and further **PROVIDED HOWEVER** that the Developer shall also be entitled to further reasonable extension of time for giving delivery of the said Unit, if the completion of the said Building in which the said Unit is situated, is delayed on account of any force majeure event including the following ("Force Majeure"):-
 - 25.1.1. Non availability of steel, cement, other building material, water or electric supply; and/or
 - 25.1.2. War, civil commotion or any terrorist attack/ threat; and/or
 - 25.1.3. Any notice, order, rule, notification of the Government and/or other public or local or competent authority and/or any other change in law; and/or


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- 25.1.4. Any strike, lock-out, bandh or other like cause; and/or
- 25.1.5. Act of god, which includes earthquake, cyclone, tsunami, flooding and any other natural disaster or unforeseen naturally accruing event; and/or
- 25.1.6. Any change in law and/or changes in the policies of the Government from time to time; and/or
- 25.1.7. Any event beyond the reasonable control of the Developer; and/or
- 25.1.8. Any restraint and/or injunction and/or prohibition order of any court and/or any other judicial or quasi-judicial authority and/or any statutory or competent authority; and/or
- 25.2. Upon the occurrence of any event of Force Majeure, the Due Date shall stand extended to the extent of the loss of time.
- 25.3. The Purchaser shall take possession of the said Unit within 15 (fifteen) days of the Developer giving written notice/intimation to the Purchaser that the said Unit is ready. The Purchaser shall be liable and agrees and undertakes to pay the maintenance charges and other outgoings as provided herein from the 16th day of the Developer giving written notice/intimation to the Purchaser of such possession, irrespective of whether the Purchaser has taken the possession of the said Unit or not.
- 25.4. Subject to Sub-Clauses 1 and 2 above, if the Developer does not give possession of the said Unit to the Purchaser on or before time as stipulated in Sub-Clause 1 above, then the Developer shall be liable on demand in writing of the Purchaser to refund to the Purchaser the amounts already received by the Developer from the Purchaser in respect of the said Unit with simple interest at 9 (nine) percent per annum from the date the Developer received the sum till the date the aforesaid sums have been repaid in full to the Purchaser. On such repayment of the money together with interest thereon, the Purchaser shall execute such documents as are required by the Developer in this regard. It is agreed and understood by the Purchaser that all the rights of the Purchaser under this Agreement and/or in respect of the said Unit or otherwise howsoever shall stand extinguished forthwith thereupon. The Developer shall be entitled to deal with, resell and/or dispose of the said Unit in such manner as the Developer may deem fit without any reference or recourse to the Purchaser.
- 25.5. The Developer shall observe, perform and comply with all the terms, conditions, stipulations and restrictions, imposed by TMC or any other competent authority and will also comply with the terms and conditions of all sanctioned plans;
- 25.6. The said Building shall be constructed and completed in accordance with the sanctioned plans and permissions with such modifications thereto as may be made by the Developer as set out herein. Before the Developer has offered the possession of the said Unit to the Purchaser, the Developer will Endeavour and cause to obtain necessary approvals from the appropriate authorities in respect of the said Building.
- 25.7. The Developer 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 Building or the land on which the said Building stands, non-agricultural assessment and other assessments and/or dues and/or charges of any sort or in respect of and/or concerning the said Building or the land on which the said Building stands and the development of the said Building or the land on which the said Building stands, till the Developer offers possession of the said Unit to the Purchaser after which the Purchaser will be liable and responsible for bearing its pro-rata share as per the calculation made by the Developer. It is clarified that all taxes, dues, cess, outgoings with respect to the said Unit for a period commencing from the Developer offering the possession of the said Unit to the Purchaser shall be borne and paid by the Purchaser as per the details to be provided by the Developer. All the outgoings as mentioned above shall be paid by the Purchaser either to the Developer or to the Agency appointed by the Developer in this behalf.
- 25.8. The Developer is at liberty and sole discretion and entitled to enter into any Agreement for sale for any other area / flats/ shops/ units/ premises constructed/to be constructed on the First Phase Land and any other part of the said Land.
- 25.9. The Developer shall provide common facilities for the said Building/the First Phase Buildings such as water pipe, drainage, electrical sub-station, electrical connection, compound walls, which will be commonly used by all the purchasers/occupants thereof.
26. Save and except as disclosed herein and in the disclosures made to the Purchaser, the Developer hereby represents that:
- 26.1. The Developer is entitled to develop the First Phase Land and the said Land by constructing buildings thereon and is at liberty to sell on ownership basis and/or allot, dispose, transfer the said Unit or units and/or any other tenements and/or right in the First Phase Land or the said Land or any part thereof;
- 26.2. Currently, Mr. Sandeep Prabhu of SAAKAAR Architects & Interior Designers, having office at 5th floor, Ishkripa, opp. New Girls' School, Ram Maruti Road, Thane 400602, are the architects for the development of the said Land (which includes the First Phase Land) and M/s JW Consultants LLP having office at Sai Radhe, Office No 201, 2nd floor, 100 Kennedy Road, Behind Hotel Le Meridian, Pune -411001, are the RCC Consultants. The Developer reserves right to appoint any other architects and/or RCC consultants in place of them, if so desired by the Developer;



[Signature]
Developer

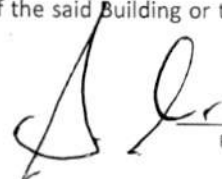
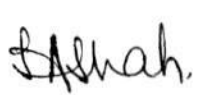
[Signature] Purchaser *[Signature]*

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- 20/26.3. Upon possession of the said Unit being delivered to the Purchaser, the Purchaser shall be entitled to use and occupy the said Unit in accordance with applicable law. Upon the Purchaser taking possession of the said Unit, the Purchaser shall have no claim against the Developer in respect of any item of work in the said Unit or in the said Building or the First Phase Buildings or on the First Phase Land or on the said Land which may be alleged to be defective or incomplete or undone;
- 26.4. The First Phase Buildings and the said Unit are not subject to any litigation or proceedings in any Court or Tribunal, nor is there any attachment on the First Phase Land either before or after judgment;
- 26.5. There is no prohibitory order under any statute or otherwise, restraining and/or restricting rights of the Developer to enter into this Agreement;
- 26.6. The Developer shall revalidate the plans from time to time, as may be required.
- 26.7. 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 First Phase Land) has been received by or served upon the Developer in respect of the First Phase Land;
27. The Purchaser itself with the intention to bind all persons into whomsoever hands the said Unit may come, hereby covenants with the Developer as follows:-
- 27.1. To maintain the said Unit at the Purchasers' own cost in good and tenable state of repairs and conditions from the date possession of the said Unit being offered to the Purchaser and the Purchaser shall not do or suffer to be done anything in or to the said Building or staircase or any passages therein or the First Phase Buildings which may be against any rules and regulations of concerned Government or local or other authority and the Purchaser shall not change or alter or make additions in or to the said Building or the said Unit or any part thereof without the prior written permission of the Developer or the First Phase Body/ies or the Single Body, as the case may be;
- Not to store or permit to be stored in the said Unit any goods or articles which are of hazardous, combustible or dangerous nature (save and except the goods or articles which are used for residential purpose) or are so heavy as to damage the construction or structure of the said Building in or store goods or articles which are objected to by the concerned Government, local or other authority and the Purchaser shall not keep any article in the common passages, lifts, staircases, landings, entrance lobbies, terraces or any other common areas on the First Phase Land or the First Phase Buildings or any part thereof and the Purchaser shall not display or permit display of any sign boards, hoardings or advertisements on the exterior of the said Unit or in the common areas on the First Phase Land or the First Phase Buildings or any part thereof and the Purchaser shall not carry or cause to be carried to upper floors any heavy packages which may damage or are likely to damage the lift, staircases, common passages or structure of the said Building in which the said Unit are situate, including entrance of the said Building or the First Phase Buildings or any part thereof;
- 27.3. To carry out at their own costs all internal repairs to the said Unit and maintain the said Unit in good condition and the Purchaser shall not do or suffer to be done anything in or to the said Building or in the said Unit or the First Phase Buildings or any part thereof which may be against the rules and regulations of the concerned local authority or public authority and in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and the Purchaser does hereby indemnify and keep indemnified the Developer in this regard;
- 27.4. Not to demolish or cause to be demolished the said Unit or any part thereof nor at any time make or cause to be made any additions or alterations of whatever nature in or to the said Unit or any part thereof nor any alteration in the elevation, external façade, and aesthetics and outside colour scheme of the said Building or the First Phase Buildings or any part thereof. The Purchaser shall not fix grills or projections on the exterior of the said Unit and the Purchaser shall not decorate or alter the exterior of the said Unit either by painting and/or otherwise. The Purchaser shall not shift or alter the location of the windows or ventilators in the said Unit;
- 27.5. To keep the sewers, drains and pipes in the said Unit and appurtenant thereto in good tenable repairs and condition and in particular, support, shelter and protect the other parts of the said Building or the First Phase Buildings or any part thereof and the Purchaser shall not chisel or in any other manner damage columns, beams, walls, slabs or R. C. C. Partis or other structural members in the said Unit or the First Phase Buildings or any part thereof without the prior written permission of the Developer and/or of the First Phase Body/ies or the Single Body, as the case may be;
- 27.6. Not to close the passages, if any, forming part of the said Unit without the previous written permission of the Developer and/or the First Phase Body/ies or the Single Body, as the case may be, and of the Municipal and other concerned authorities;
- 27.7. Not to affix air conditioner/s at any other place other than those earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the said Building or the First Phase Buildings or any part thereof in any manner whatsoever;




Developer

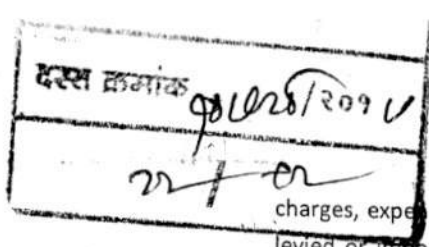
 
Purchaser

- 27.8. Not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the said Unit/Building/ or the First Phase Buildings or any part thereof in any manner whatsoever;
- 27.9. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the First Phase Land or the said Building or the First Phase Buildings or any part thereof or the said Land or any part thereof;
- 27.10. Not to do or permit to be done any act or thing which may render void or violable any insurance of the First Phase Land or the First Phase Buildings or any part thereof or whereby an increased premium shall become payable in respect of the insurance.
- 27.11. All taxes, dues, cess, outgoings due and payable in proportion to the said Unit and in the manner as set out herein shall be borne and paid by the Purchaser, including any increases and any new or additional taxes, from time to time;
- 27.12. The Purchaser shall on demand, deposit with the Developer his proportionate share towards the installation of water meter and electric cable meter and/or any other deposit to be paid by the Developer to the local authority or body concerned and/or any other concerned authority as per the calculation made by the Developer;
- 27.13. The Purchaser shall abide, observe and perform all the rules and regulations which the proposed society/body may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the First Phase Buildings or any part thereof, the said Building and the said Unit therein and for observance and performance of the building rules and regulations for the time being in force of the concerned local authority and of the government and other public bodies and authorities. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the proposed society regarding the occupation and use of flats/ shops/ units/ premises in the First Phase Buildings or any part thereof and the Purchaser shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings;
- 27.14. The Purchaser shall also sign and execute such forms and applications as may be required or as may be specified by the Developer for the formation of the First Phase Body/ies, the Apex Body and/or the Single Body or any other association, as the case may be under the provisions of applicable law and rules and/or admit and for the enrolment of the Purchaser as a member thereof;
- 27.15. The Purchaser shall not change the name of the Building and/or the Project either by himself or through the First Phase Body/ies, the Apex Body and/or the Single Body, or any other association, as the case may be at any point of time without the prior written permission of the Developer.
- 27.16. The amenities/ furniture and fixtures displayed in the sample flat are only for display and the Developer is not required to provide the same to the Purchaser.
- 27.17. The Purchaser shall permit the Developer and their Architects, surveyors and agents with or without workmen and others upon the reasonable notice given by the Developer to the Purchaser, to enter upon the said Unit to view and examine the state and condition thereof and execute any works required therein;
- 27.18. The Purchaser shall be liable and hereby expressly agrees to bear and pay all existing and future service tax, VAT, local body tax, GST and / or other taxes and charges and / or levies that may be imposed, whether payable in the first instance or otherwise, and all increases thereof which are / may be levied or imposed by the concerned local authorities and / or Government and / or public bodies or authorities.
- 27.19. The Purchaser is aware and acknowledges that the Developer is entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the flats/ shops/ units/ premises constructed/to be constructed on the said First Phase Land/ the said Land or any part thereof and the Purchaser shall not raise any objection with respect to the same.
- 27.20. The Purchaser shall not at any time do any work in the said Unit, which would jeopardize the soundness or safety of the said Building or the First Phase Buildings or any part thereof or prejudicially affect the same.
- 27.21. The Purchaser has been apprised of the terms and conditions of the Joint Venture Agreement and the Development Agreement, the powers of attorney and other documents of title and the same shall be fully binding on the Purchaser.
- 27.22. To use the passenger lifts in the said Building or the First Phase Buildings or any part thereof for the period and in accordance with the rules and regulations framed in that regard, from time to time. The Purchaser shall not cause any damage to the lifts, staircases, common passages or any common facilities or any other parts of the said Building or the First Phase Buildings or any part thereof including the said Unit.
- 27.23. To pay all amounts agreed or liable to be paid by the Purchaser pursuant to this Agreement for Sale and to observe and perform the terms, conditions, provisions, stipulations and covenants contained in this Agreement for Sale (and on the part of the Purchaser to be paid observed and performed) as far as the same are required to be paid observed and performed by the Purchaser and shall keep the Developer indemnified against all actions suits and proceedings and all costs,


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charges, expenses, fines, penalties, levies and damages incurred or suffered by or caused to or levied or imposed on the Developer by reason of non-payment non-observance and/or non-performance thereof;

27.24. Irrespective of a dispute, if any, arising between the Developer and the Purchaser and/or the any society or body formed in accordance herewith, all amounts, contribution and deposits including amounts payable by the Purchaser to the Developer under this Agreement shall always be paid punctually to the Developer and shall not be withheld by the Purchaser for any reasons whatsoever;

27.25. The Developer shall not be liable to pay non-occupancy charges (by whatever name called) in relation to the lease, license or other use of the unsold premises in the said Building or the First Phase Buildings or any part thereof;

27.26. The open spaces, common entrances, common passages, ducts, refuge areas, lobbies, staircases, lifts in the said Building and the First Phase Buildings or any part thereof shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Purchaser shall not use or permit the use of common passages, ducts, refuge areas, open spaces, lobbies, and staircases in the said Building or the First Phase Buildings or any part thereof for storage or for use by servants at any time.

27.27. The Developer may complete any wing, part, portion or floor of said Building or the First Phase Buildings or any part thereof and obtain part occupation certificate and give possession of the said Unit to the Purchaser and the Purchaser shall not be entitled to raise any objection thereto. The Developer or its agents or contractors shall carry on the remaining work with the Purchaser occupying the said Unit. The Purchaser shall not object to, protest or obstruct in the execution of such work, even though the same may cause any nuisance or disturbance to the Purchaser. The Developer shall endeavour to minimise the cause of nuisance or disturbance.



27.28. The Purchaser shall not display at any place in the said Unit or the said Building or the First Phase Buildings or any part thereof any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or the First Phase Buildings or any part thereof or common areas therein or in any other place or on the window, doors and corridors of the said Building or the First Phase Buildings or any part thereof or anywhere else whatsoever on the said Land or any structures thereon.

28. The Purchaser shall join in the formation and registration of the First Phase Body/ies or the Apex Body or the Single Body or any other association as may be formed by the Developer and for this purpose the Purchaser shall from time to time sign and execute the application for registration and/or membership and all the necessary applications, documents and other papers and writings for the purpose of formation and registration thereof and duly fill in, sign and return to the Developer, as the case may be, within 30 (thirty) days or sooner as may be required by the Developer of the same being forwarded by the Developer to the Purchaser, so as to enable the Developer, as the case may be, to register and form the same. The bye-laws/regulations of the First Phase Body/ies or the Apex Body or the Single Body or any other association as may be formed by the Developer shall also reserve and retain the rights of the Developers as provided in this Agreement.

29. The First Phase Body/ies, the Apex Body and/or the Single Body and/or any other association as may be formed by the Developer shall function as per the rules and regulations framed by the Developer. The Purchaser shall observe and perform all the rules, regulations and bye-laws of the Society/ Body/ Association/ Company formed with respect to the said Building in which the Purchaser has purchased the said Unit, the Apex Body and/or the Single Body and/or any other association as may be formed by the Developer, as may be amended and altered from time to time and shall perform and observe the rules and regulations for the time being of the concerned local authority, government or public bodies. The Purchaser shall also observe and perform all the terms and stipulations laid down by First Phase Body/ies, the Apex Body and/or the Single Body and/or any other association as may be formed by the Developer regarding occupation and use of the said Unit and shall pay outgoings in accordance with the terms of this Agreement and such rules, bye-laws and regulations.

30. The rights of the Purchaser shall be confined only to the said Unit.

31. In addition to the Consideration payable, the Purchaser further agrees and undertakes to pay the amounts as mentioned hereunder:

31.1. The Purchaser shall on or before taking possession of the said Unit make payment to the Developer of the following amounts ("Other Charges") by way of cheque/ demand draft/ RTGS/ NEFT:

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Developer

Handwritten signature of the Purchaser.

Purchaser

Handwritten signature of the Purchaser.

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Sr. No.	Other Charges	Rate per Sq. Ft.	Amount	
			Fixed	
1	Ad-hoc Maintenance Deposit (24-months) (on Carpet)		108.00	49,302.00
2	Club Membership		25,000.00	25,000.00
3	Grill Charges		35,000.00	35,000.00
4	Development/Infrastructure/Water/Electricity/Drainage Charges		180.00	82,170.00
5	MSEB/MJP (Electric Meter, Legal and Other Charges)		30,000.00	30,000.00
6	Corpus Fund For Layout Maintenance		115.00	52,498.00
7	Non-refundable society formation share application		16,000.00	16,000.00
8	Club House Usage charges minimum @ Rs. 2 Per Sq.ft on Carpet area per month (first 4 persons). Additional person charged at Rs.1/- sq.ft.		24.00	10,956.00
9	Layout Maintenance Deposit (24-months)		18.00	8,217.00
Grand Total				3,09,143.00

31.2. The Purchaser hereby agrees that in the case of there being any increase by more than 15% in the cost of construction of the Building, amenities including the price of any material, labour, services incidental thereto, the Purchaser shall be liable to pay to the Developer any such increases as may be certified by the Architect of the Developer.

31.3. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and the Purchaser agrees to pay to the Developer, such other charges/amounts or such increase in the abovementioned other charges/amounts as the Developer may indicate without any delay or demur.

31.4. The Developer shall maintain a separate account in respect of the sums received by the Developer from the flats/ shops/ units/ premises purchasers as advance or deposit, sums received on account of the share capital for the promotion of First Phase Body/ies, Apex Body and/or the Single Body and/or any other association as may be formed by the Developer or towards the outgoings, legal charges and shall utilize the amounts or get reimbursed only for the purposes for which they have been received.

32. The Purchaser hereby agrees that in the event of any amount becoming payable by way of levy of premium to the concerned local authority or any amount becoming payable by way of betterment charges or development levies or any other payment of a similar nature in respect of the First Phase Land or the said Land and/or the buildings constructed/to be constructed thereon, the same shall be reimbursed by the Purchaser to the Developer.

33. The Purchaser hereby also agrees that in the event of any amount by way of premium, security deposit or fire cess, betterment charges or development tax or security deposit for the purpose of obtaining water/ electricity/ cable connection for the said Building or the First Phase Buildings or any part thereof or any portion of the said Land or any other purpose in respect of the said Building or any other tax or payment of a similar nature becoming payable or due to the TMC or any other authority or becoming payable by the Developer, the same shall be reimbursed by the Purchaser to the Developer proportionately with respect to the said Unit and in determining such amount, the decision of the Developer shall be conclusive and binding upon the Purchaser.

34. The Purchaser and/or the said Society shall reimburse to the Developer, any refundable deposits paid by the Developer in respect of the First Phase Body/ies or the Apex Body or the Single Body or any other association as may be formed by the Developer.

35. After the possession of the said Unit is handed over to the Purchaser, if any additions or alterations in or about or relating to the said Building or the First Phase Buildings is required to be carried out at the request of the Government, local authority or any other statutory authority, the same shall be carried out by the Purchaser at the Purchaser's cost and the Developer shall not be in any manner liable or responsible for the same.

36. The Developer and the Purchaser also agree to the following :-

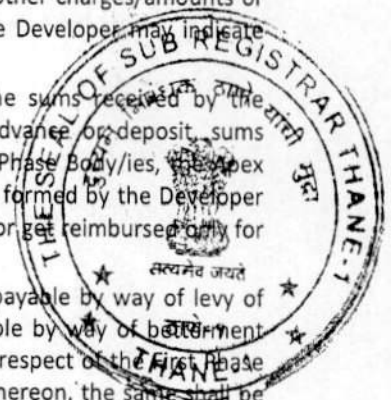
36.1. The Purchaser shall be permitted/ allowed to commence interior works in the said unit only upon obtaining the Occupation Certificate/Part Occupation Certificate and after making all payments as per this agreement and after complying with the terms and conditions of this Agreement. Prior to carrying out the interior works in the said Unit, the Purchaser shall give to the Developer, in writing, the details of the nature of interior works to be carried out and the Developer will be entitled to make changes thereto in a reasonable manner and all interior

Developer

Developer

Purchaser

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works shall comply with the terms of this Agreement and any other undertaking to be given by the Purchaser in this regard to the Developer;

- 36.2. The Developer shall be entitled to inspect all interior works carried out by the Purchaser. In the event the Developer finds that the nature of interior work being executed by the Purchaser is harmful to the said Unit or to the structure, façade and/or elevation of the said Building or any part of the First Phase Buildings then, the Developer can require the Purchaser to stop such interior work and the Purchaser shall stop such interior work at once, without raising any dispute;
- 36.3. The Purchaser 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 Purchaser, on a daily basis, at no cost to the Developer and no nuisance or annoyance to the other purchasers. All costs and consequences in this regard will be to the account of the Purchaser;
- 36.4. The Purchaser will further ensure that the contractors and workers (whether engaged by the Purchaser) 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;
- 36.5. The Purchaser/s shall ensure that the contractors and workers, do not use or spoil the toilets in the said Unit or in the said Building or any part of the First Phase Buildings or any where else on the said Land and use only the toilets earmarked by the Developer for this purpose;
- 36.6. All materials brought into the said Unit for carrying out interior works will be at the sole cost, safety, security and consequence of the Purchaser and that the Developer will not be held responsible for any loss/theft/damage to the same and the Purchaser duly indemnifies the Developer in this regard;
- 36.7. 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 Purchaser at the Purchaser's own cost, and that the Developer will not be held responsible for the same and the Purchaser duly indemnifies the Developer in this regard. All liabilities and damages arising out of such injury will be borne and paid by the Purchaser alone and the Purchaser duly indemnifies the Developer in this regard;
- 36.8. During the execution of interior works, if any of the Purchaser'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 Unit or the said Building or any part of the said Land. Further, the Purchaser shall be responsible for acts of such persons and the Purchaser duly indemnifies the Developer in this regard;
- 36.9. The Purchaser shall extend full cooperation to the Developer, its agents, contractors to ensure good governance in the execution of such interior works.
- 36.10. The Purchaser shall ensure that common passages/ walkways and any other common areas are not obstructed or damaged during the course of carrying out any works or thereafter;
- 36.11. If, after the date on which the Purchaser has taken possession of the said Unit, any damage, of whatsoever nature (not due to defect in construction as envisaged in clause 36.7 hereinabove), is caused to the said Unit and/or other units/areas in said Building or any part of the First Phase Buildings, neither the Developer nor their contractor(s) will be held responsible for the cost of reinstating or repairing the same and that Purchaser/s alone will be responsible for the same and the Purchaser duly indemnifies the Developer in this regard;
37. Nothing contained in this Agreement is intended to be nor shall be construed or claimed by the Purchaser as a grant, demise or assignment in law of the First Phase Building or any part/s thereof and/or of the First Phase Land or any part thereof or the said Land or any part thereof. The Purchaser shall have no claim in respect of any and all open spaces, lobbies, stair-cases, terraces, recreation space etc., will remain in the possession of the Developer. All development rights with respect to the same shall remain with the Developer.
38. It is hereby expressly agreed that the terrace on the said Building and other First Phase Buildings shall always belong to the Developer and the Developer shall be entitled to deal with and/or dispose off the same in such a manner as the Developer may deem fit. In the event that permission from the concerned authorities for constructing one or more premises on the terrace is obtained by the Developer then the Developer shall be entitled to sell such premises constructed on the terrace together with the terrace to such person at such rate and on such terms as the Developer may deem fit. The Developer in that event shall be entitled to allow use of such entire terrace or part thereof as the Developer may deem fit to the purchasers/s of such premises constructed on the terrace and the terrace shall be in exclusive possession of the purchaser/s of such premises to be constructed on the terrace. In the event the Developer constructs more than one premise on the terrace, the Developer shall be entitled to sell the respective premises together with the portions of the terrace proportionate to and/or appurtenant thereto. The First Phase Body/ies, Apex body and/or the Single Body and/or any other association formed by the Developer shall admit as its members the purchaser/s of such premises that may be constructed on the terrace with the exclusive right to them in the terrace as aforesaid. The purchasers of the building will however be given emergency or periodic access to the terrace for the check-up and maintenance of the water tank and/or such common facility at all



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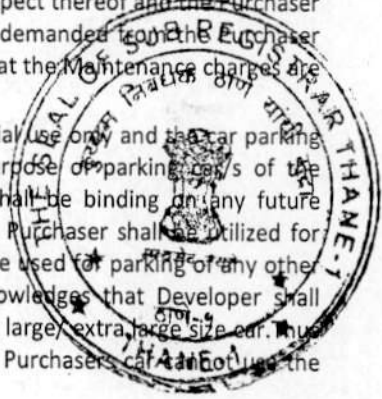
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reasonable times and/or during such times as may be mutually agreed upon by the purchaser of such premises on the terrace of the said Building or the First Phase Buildings.

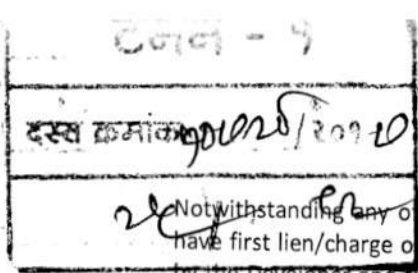
39. The Developer shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of their right, title or interest in respect of the First Phase Land or the said Land or any part thereof. The Developer shall also be free to construct sub-station for electricity supply, offices for the society/body/association/company formed by the Developer, covered and enclosed garage in the open compound, underground and overhead tanks, structures, watchman's cabin, toilet for servants, septic tanks and soak pits, the location of which are not particularly marked on the building plans or any other plans. The Purchaser shall not interfere with the rights of the Developer by raising any disputes in any court of law or tribunal or authority whether under Section 7 of MOFA and/or any other provisions of any other applicable law. The Developer shall always be entitled to sign undertakings and indemnities on behalf of the Purchaser as required by any authority of the State or Central Government or competent authorities under any law concerning authorities of buildings or implementation of the scheme for the development of the First Phase Land and/or the said Land.
40. Any delay tolerated or indulgence shown by the Developer in enforcing any of the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Developer shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser, nor shall the same in any manner prejudice, limit or affect the rights of the Developer.
41. The Purchaser hereby agrees to pay to the Developer on or before the 5th day of every month **Rs.2,397.00** beginning from the month following the month in which the Developer offers to give possession of the said Unit to the Purchaser and until the complete administrative control of the First Phase Land with the First Phase Buildings thereon is regained by the First Phase Body/ies, Apex Body and/or the Single Body and/or any other association formed by the Developer, as the case may be, of all outgoings and expenses, provisions for depreciation and sinking fund and all outgoings and expenses for management, upkeep, maintenance and repairs of the First Phase Buildings and/or the First Phase Land and/or the said Land and any other buildings to be constructed thereon including common areas and facilities, as applicable and as the case may be, and common lights, common sanitary and other utility services, garden and other services and amenities including remuneration, salaries and wages to watchmen, supervisors, sweepers, gardeners and other persons employed for the aforesaid purposes or any of them and the collection charges in respect thereof and the Purchaser shall not withhold payment of the aforesaid outgoings and expenses demanded from the Purchaser under this clause on any ground whatsoever. The Purchaser is aware that the Maintenance charges are provisional in nature and shall increase as per the inflationary trends.
42. The Purchaser agrees and undertakes to use the said Unit for residential use only and car parking spaces, if any, allotted to the Purchaser shall be used for the purpose of parking car/s of the Purchaser, and not for any other purpose and the said covenant shall be binding on any future transferee/s of the said Unit. The car parking space/s allotted to the Purchaser shall be utilized for parking the Purchaser(s)'s own light motor vehicle only and shall not be used for parking of any other vehicle or for, any other purpose whatsoever. The Purchaser acknowledges that Developer shall provide parking spaces for normal Light Motor Vehicle size and not for large, extra large size car. Thus Developer shall not be responsible or liable to Purchaser, in case the Purchaser's car cannot use the said allotted car parking space.
43. The Purchaser undertakes not to sell/ transfer/ lease/ sub-lease/ provide on license basis or deal with the parking space allotted to him.
44. The Purchaser agrees and confirms that the car parking space allotted to him shall stand automatically cancelled in the event of cancellation, surrender, relinquishment, resumption, re-possession etc. of the said Unit.
45. The Purchaser agrees that in the event the Purchaser sells the said Unit to any person or party, subject to what is stated hereunder then in that event the rights hereunder in respect of the car parking spaces shall stand transferred to such intending Purchaser.
46. The Purchaser agrees that the unauthorized usage of allotted car parking space shall be leviable with penalty as may be determined by the Developer.
47. The Purchaser agrees that the Developer/Financial institution/Bank of the Developer shall always have the first lien/charge on the said Unit for all its dues and other sums/ charges payable by the Purchaser.
48. The Purchaser agrees and confirms that notwithstanding that the Purchaser has approached/may approach the Banks and/or the Financial institutions for availing loans in order to enable the Purchaser to make the payment of the total consideration or part thereof in respect of the said Unit, it shall be the sole and the entire responsibility of the Purchaser to ensure that the timely payment of the total consideration in respect of the said Unit. Not with standing any of the provisions hereof, the Purchaser hereby agrees that the Developer 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 Unit have not been paid and the Purchaser has no objection and hereby waives to raise any objection in that regard.
49. The Purchaser hereby indemnifies and shall keep indemnified the Developer from and against all claims, costs, charges, expenses, damages and losses which the Developer 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 Purchaser of the terms and conditions governing the said loan.

SL
Alshah



uk
Developer


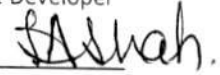
SL
Alshah
Purchaser

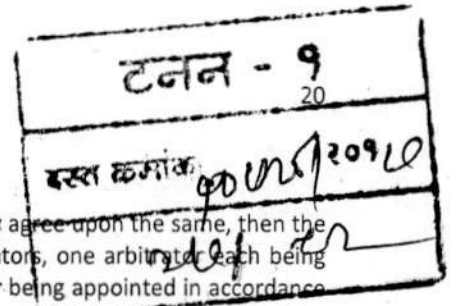


Notwithstanding any of the provisions hereof, the Purchaser hereby agrees that the Developer shall have first lien/charge on the said Unit towards all the claims, cost, charges, expenses, losses incurred by the Developer and the Purchaser undertakes to reimburse the same to the Developer without any delay or demur or default.

50. It is agreed that the Purchaser shall be entitled to avail loan from a bank/ financial institution and to mortgage the said Unit by way of security for repayment of the said loan to such Bank only with the prior written consent of the Developer. The Developer will grant their No-objection, whereby the Developer will express its no-objection to the Purchaser availing of such loan and mortgaging the said Unit with such bank/financial institution, provided however, the Developer shall not incur any liability/obligation for repayment of the monies so borrowed by the Purchaser 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 Unit of the Purchaser shall not in any manner jeopardize the Developer's right to receive full consideration and other charges and to develop the balance of the said Land and such mortgage in favour of such bank/financial institution shall be subject to the Developer's first lien and charge on the said Unit in respect of the unpaid amounts payable by the Purchaser to the Developer under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Developer will issue the said no-objection letter provided that the concerned bank/financial institution agrees to make payment of the balance purchase price of the said Unit directly to the Developer as per the schedule of payment of the purchase price provided in clause 9 of this Agreement.
51. The Purchaser shall be entitled to avail loan from a bank/financial institution and to mortgage the said Unit by way of repayment of the said loan even after possession of the said Unit is handed over to the Purchaser subject to the prior written consent of the Developer and the Developer will express its no-objection to the Purchaser availing of such loan and mortgaging the said Unit provided there are no amounts due and payable by the Purchaser to the Developer under the terms of this Agreement and provided further that the Developer shall not incur any liability/obligation for repayment of the loan in any manner whatsoever to such bank/financial institution and such mortgage in favour of such bank/financial institution shall be subject to the Developers' first lien and charge on the said Unit in respect of the unpaid amount payable by the Purchaser to the Developer under the terms and conditions of this Agreement.
52. It is abundantly made clear to the Purchaser who is a non-resident/ foreign national of Indian Origin, that in respect of all remittances, acquisitions/transfer of the said Unit, 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 Act, 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 Purchaser 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 guidelines issued those issued by the Reserve Bank of India, the Purchaser alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto and other applicable laws. The Developer accepts no responsibility in this regard and the Purchaser does hereby indemnify and keep the Developer indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.
53. The stamp duty and registration charges of this Agreement shall be borne and paid by the Purchaser. The Purchaser shall immediately after the execution of the Agreement at his own costs and expenses, lodge the same for registration with the Sub-Registrar of Assurances and inform the Developer about the same. The Developer shall not be liable or responsible in any manner for delay or default in registration.
54. This Agreement shall not be altered, modified or supplemented except with the prior written approval of the Parties, and all such alterations, modifications and supplemental writings shall be effective, valid and binding only if the same are recorded in writing and executed by the Parties herein.
55. All notices to be served on the Purchaser in connection with this Agreement shall be deemed to have been duly served on the Purchaser if sent to the Purchaser by Registered Post at the address mentioned in **Annexure "I"**. All notices shall be in writing by registered mail acknowledgment due and/or by facsimile (at Fax No. mentioned in Annexure "I") followed by a confirmation email (at email id mentioned in **Annexure "I"**) or short message service (SMS) to the Mobile No. provided by the Purchaser (as mentioned in **Annexure "I"**) to the Purchaser/s or his/her nominee/s. In the event the Purchaser changes its aforesaid address/fax/email/mobile as mentioned in this clause, he shall intimate the same to the other party and thereafter all the notices and communications as mentioned above shall be addressed to the changed address.
56. 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 shall have exclusive jurisdiction for all disputes arising under this Agreement.
57. All disputes or differences arising out of or in connection with this Agreement which cannot be amicably settled within 8(eight) days, shall be referred at the request in writing of either Party to binding arbitration by 1 (one) arbitrator to be appointed by mutual agreement between the Developer


Developer

 
Purchaser



and the Purchaser. If the Developer and the Purchaser cannot mutually agree upon the same, then the dispute shall be decided by arbitration by a panel of 3 (three) arbitrators, one arbitrator each being appointed by the Developer and the Purchaser and the third arbitrator being appointed in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof. The language of arbitration shall be English and the venue of arbitration shall be Mumbai and the Award shall be given at Mumbai. The Developer and the Purchaser shall bear and pay its own costs and expenses in connection with the arbitration proceedings unless the arbitrators direct otherwise.

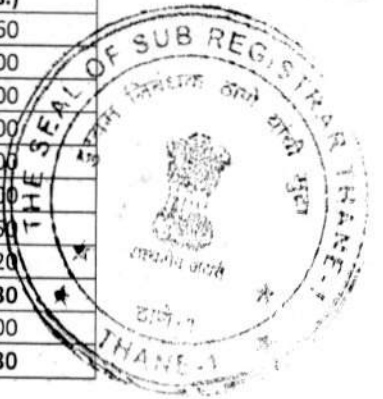
58. If any of the terms/ provisions of this Agreement is, or, becomes illegal, invalid or unenforceable in any respect, under any of the laws, or any of the provision/ term/ clause is held to be unenforceable by law, then such unenforceability shall not affect the other terms/ provisions of this Agreement and all the remaining parts of this Agreement shall continue to be enforceable and binding on the Parties, barring the provision which is unenforceable. This Agreement shall be construed as if the said unenforceable term/ provision were not a part of this Agreement. The Parties shall replace such unenforceable provision by such a provision which gives effect nearest to that provision/ term replaced and preserves the Party's commercial rights under this Agreement.
59. The Permanent Account Number of the Developer is **AAUFM8302P** and the Permanent Account Number of the Purchaser is as mentioned in Annexure "I"
60. The Purchaser represents and confirms that it has read the terms and conditions of this Agreement and has understood the Purchaser's liabilities and limitations as set forth herein and has neither relied upon nor been influenced by any marketing brochures, e-mails, advertisements, representations of any nature whatsoever whether written or oral.
61. This Agreement constitutes the whole agreement and understanding between the Parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, letters, writings, allotment, brochures and/or any other documents entered into including undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands the day and year first herein above written.

The First Schedules referred to above

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.)
A	140	-	5360
B	142	1	1100
C	142	3	14200
D	220	1B	25900
E	220	2	1800
G	220	5	3200
H	232	-	450
I	141	2	4320
Sub Total (said land)			56330
F	220	4C	1300
Total (larger land)			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.



The Second Schedules referred to above

Description of the said Unit

All the right, title and interest in the UnitNo. **0601** admeasuring **456.5** Sq. Ft. carpet area (i.e. **42.41**square meters) on the **6** floor, in the Building known as **A** of the said Complex "Marathon NexTown" to be/ being constructed on the said Land described on the First Schedule herein above.



 Developer

 Purchaser

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दस्तावेज क्रमांक 2090

SIGNED AND DELIVERED

By the within named

Marathon Ener-Gen LLP

Through its authorized signatory

MR. K. S. RAGHAVAN

In the presence of

1. Swapnil K *Swi*

2. Deepali P *Deepali*

SIGNED AND DELIVERED BY THE

Within named PURCHASER

Abhoy Vijaykumar Shah

Parul Abhoy Shah

In the presence of

1. Swapnil K *Swi*

2. Deepali P *Deepali*



For MARATHON ENER-GEN LLP.

KS Raghavan

Designated Partner / Authorized Signatory



Abhoy

Shah



Developer

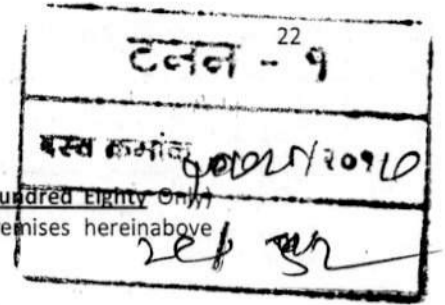
Abhoy Shah

Purchaser

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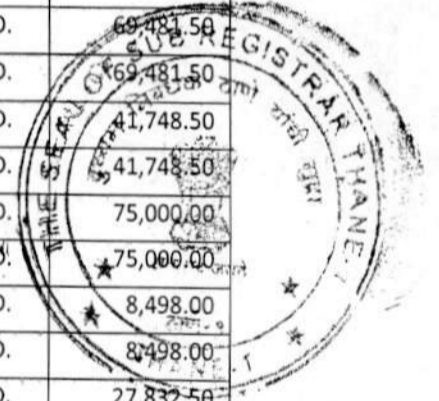
RECEIPT

Rs. **26,11,980.00** (Rupees: Twenty Six Lakh Eleven Thousand Nine Hundred Eighty Only) being the part price / consideration in respect of sale of the Premises hereinabove mentioned as follows :



Received towards service tax	89,891.00
Received towards consideration of said flat	26,11,980.00
Total	27,01,871.00

Sr.No.	Cheque/RTGS No.	Cheque Date	Bank	Amount (Rs.)
1	971991	Oct 24, 2012	ICICI BANKING CORP. LTD.	2,57,725.00
2	854282	Mar 11, 2013	ICICI BANKING CORP. LTD.	5,14,162.50
3	029802	Mar 11, 2013	ICICI BANKING CORP. LTD.	2,56,437.50
4	041966	Dec 11, 2013	ICICI BANKING CORP. LTD.	90,816.00
5	133042	Dec 11, 2013	ICICI BANKING CORP. LTD.	90,816.00
6	924197	Dec 26, 2014	STATE BANK OF INDIA	82,373.50
7	655512	Dec 26, 2014	STATE BANK OF INDIA	82,373.50
8	307901	May 20, 2015	ICICI BANKING CORP. LTD.	82,374.00
9	223539	May 20, 2015	ICICI BANKING CORP. LTD.	82,374.00
10	325681	Jun 10, 2015	ICICI BANKING CORP. LTD.	82,700.50
11	318506	Jun 10, 2015	ICICI BANKING CORP. LTD.	82,700.50
12	325744	Jul 22, 2015	ICICI BANKING CORP. LTD.	82,714.00
13	334336	Jul 22, 2015	HDFC BANK LIMITED	82,714.00
14	323064	Aug 20, 2015	ICICI BANKING CORP. LTD.	82,700.50
15	334339	Aug 20, 2015	ICICI BANKING CORP. LTD.	82,700.50
16	343916	Oct 20, 2015	ICICI BANKING CORP. LTD.	82,701.50
17	334341	Oct 20, 2015	ICICI BANKING CORP. LTD.	82,701.50
18	393677	May 13, 2016	ICICI BANKING CORP. LTD.	69,481.50
19	379080	May 13, 2016	ICICI BANKING CORP. LTD.	69,481.50
20	379085	Jul 15, 2016	ICICI BANKING CORP. LTD.	41,748.50
21	412294	Jul 15, 2016	ICICI BANKING CORP. LTD.	41,748.50
22	000216	Oct 10, 2016	ICICI BANKING CORP. LTD.	75,000.00
23	379094	Oct 10, 2016	ICICI BANKING CORP. LTD.	75,000.00
24	412151	Feb 13, 2017	ICICI BANKING CORP. LTD.	8,498.00
25	000276	Feb 13, 2017	ICICI BANKING CORP. LTD.	8,498.00
26	000284	Feb 22, 2017	ICICI BANKING CORP. LTD.	27,832.50
27	412154	Feb 22, 2017	ICICI BANKING CORP. LTD.	27,832.50
28	000330	May 17, 2017	ICICI BANKING CORP. LTD.	43,302.00
29	412160	May 17, 2017	ICICI BANKING CORP. LTD.	12,363.00
			Total	27,01,871.00



We say received
For Marathon Ener-Gen LLP

[Signature]

Designated Partner/Authorised Signatory

Witness :

1. Swapnil K. *[Signature]*

2. Deepali A. *[Signature]*

[Signature]
Developer

[Signature]
Purchaser

दस्तावेज क्रमांक 90025/2014

30/52

Annexure "A" Layout Plan

List of Annexures:

- Annexure "B" The N. A. permission dated 7th May, 2012 issued by the Collector, Thane for a portion of the Larger Land admeasuring 56,330 square metres.
- Annexure "C" IOD dated 5th November, 2012 bearing reference no. V.P. NO. S11/0014/2010 TMC/TDD/0T06/12 issued by the TMC.
- Annexure "D" The Commencement Certificate dated 30th April, 2013 bearing reference no. V.P. No. S11/0014/2010 TMC/TDD/0847/13 issued by TMC.
- Annexure "E" Title Certificate dated 21st July 2014 issued by Adv. Prasanna Tare.
- Annexure "F" The 7/12 Extracts of the said Land.
- Annexure "G" List of Amenities.
- Annexure "H" Floor Plan.
- Annexure "I" Agreement details.

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




Developer

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Purchaser

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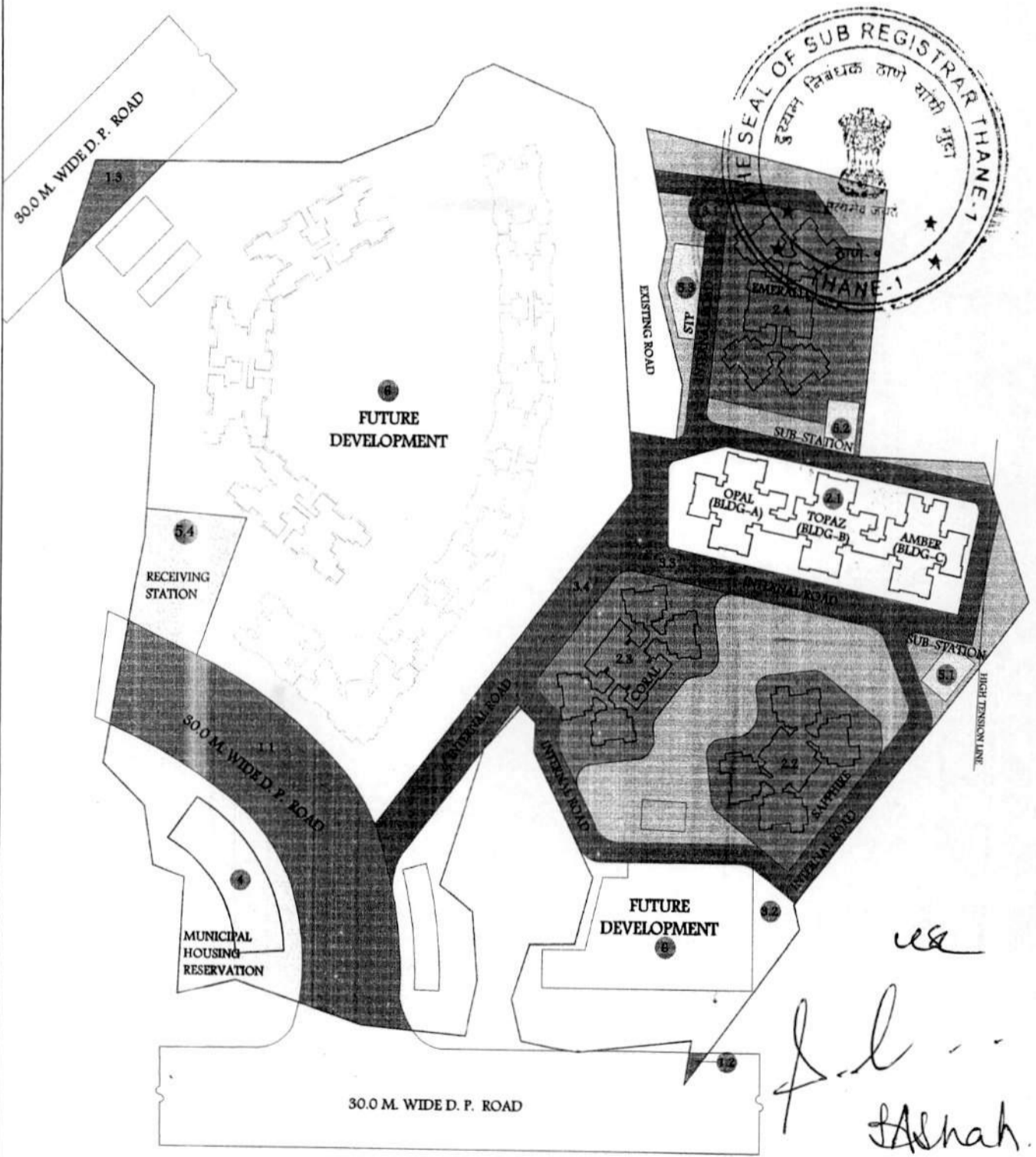
LEGENDS

-  D.P. ROAD (1.1 TO 1.3)
-  BLDG. - A TO C (2.1)
-  BLDG. - D TO G (2.2 TO 2.4)
-  INTERNAL ROAD (3.1 TO 3.4)
-  MUNICIPAL HOUSING RESERVATION (4)
-  SERVICES (5.1 TO 5.4)

ANNEXURE "A"



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 दस्ता संमांक 40/22/2010
 37/er



PROJECT TITLE :- MARATHON NEXTOWN
 FOR :- LAYOUT PLAN



MARKETING OFFICE
 MARKETING OFFICE:-
 FAX :-
 Website :- www.marathonnextown.in

MATRIX
 702, MARATHON MAX
 MULUND-GOREGAON LINK RD.
 MULUND (W)
 CORPORATE OFFICE:-

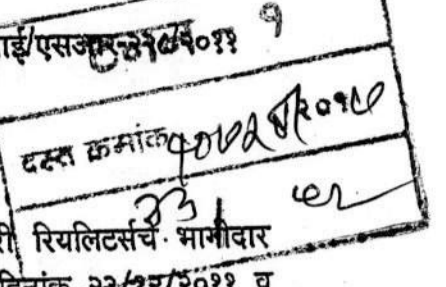
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वाचले :-

१. श्री.विष्णू गोविंद म्हात्रे व इतर यांचे कुळमूखत्यारपत्रधारक मे.मातेश्वरी रियलिटर्सचे भागीदार श्री.शैलेश भानुशाली, रा.३५, कपीश, एम जी रोड, मुलुंड प. यांचा दिनांक २२/१२/२०११ व दिनांक ०४/०४/२०१२ रोजीचा अर्ज.
२. दिनांक ३१/०१/२०१२ रोजीच्या दैनिक 'महाराष्ट्र जनमुद्रा' व दैनिक जनमत च्या अंकातील जाहिरनामा
३. ठाणे महानगरपालिका यांचेकडील पत्र क्र.व्ही.पी नं. एस-११/००१४/१० टीएमसी/ टीडीडी/ ०४९७/११, दिनांक ०१/११/२०११
४. युएलसीकडील आदेशाबाबत अर्जदार यांनी दिलेले दिनांक 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 ११/०८/११, 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/वशि-१३१/जा.क्र.२१७, दिनांक ०६/०३/२०१२ ३) उपजिल्हाधिकारी, भूसंपादन, विशेष घटक, ठाणे यांनी त्यांचेकडील पत्र क्र.भूसंविअ/नाहदा/३१७, दिनांक २४/०२/२०१२ ४) उपजिल्हाधिकारी, भूसंपादन, मेट्रो सेंटर क्र.३ ठाणे यांनी त्यांचेकडील पत्र क्र.भूसं/मे.सं.३/एसआर-१२८, दिनांक २०/०२/२०१२ ५) विशेष भूसंपादन अधिकारी, उल्हासखोरे प्रकल्प, ठाणे यांचेकडील अभिप्राय अप्राप्त ६) उपविभागीय अधिकारी ठाणे विभाग ठाणे यांनी त्यांचेकडील पत्र क्र.टीडी/दि-२/भूसंदा/कावि-/एसआर-३५/२०१२, दिनांक ३०/०१/२०१२



आदेश :

ज्या अर्थी, श्री.विष्णू गोविंद म्हात्रे व इतर यांचे कुळमूखत्यारपत्रधारक मे.मातेश्वरी रियलिटर्सचे भागीदार श्री.शैलेश भानुशाली, रा.३५, कपीश, एम जी रोड, मुलुंड प. यांनी ठाणे जिल्ह्यातील ठाणे तालुक्यातील मीजे देसाई, येथील स.नं. १४०, १४१/२, १४२/१, १४२/३, २२०/१६, 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' व दैनिक जनमत या स्थानिक वृत्तपत्रात 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 याद्वारे विष्णू गोविंद म्हात्रे, किसन गोविंद म्हात्रे, पमाबाई गोविंद म्हात्रे, हीसाबाई गोविंद म्हात्रे, बेबीबाई गोविंद म्हात्रे, जिजाबाई गोविंद भोईर, मोतीराम बेंडु म्हात्रे, नितेश करसन म्हात्रे, तेजस, मीनका हरिष फेणे, निराबाई करसन म्हात्रे, नवनाथ तुळशीराम म्हात्रे, साजन, मोहिनी, सारिका, ममता, बाबुराव शांताराभ म्हात्रे, वसंत शंकर म्हात्रे, श्रीपत, मारुती, प्यारकाबाई रतन म्हात्रे, सुनिल, विनोद, अंजनी गणेश पाटील, नागुबाई नारायण म्हात्रे, लहु, रामदास, इंदुबाई गंगाधर म्हात्रे, मेणका, सुमित्रा केशव म्हात्रे, विश्वास, किरण, रूपेश, भास्कर पांडुरंग म्हात्रे, शांताबाई वामन म्हात्रे, छायाबाई पद्माकर म्हात्रे, सुनिल, विनेश, रेखा अशोक देसले यांना ठाणे तालुक्यातील मीजे देसाई येथील स.नं. १४०, १४१/२, १४२/१, १४२/३, २२०/१६, २२०/२, २२०/५, २३२ चे एकूण, क्षेत्र ५६,३३०-०० चौ.मी. पैकी महानगरपालिकेने आराखडा मंजूरीसाठी विचारात घेतलेले क्षेत्र ५५,४८७-३० चौ.मी. पैकी १४५८३-६५ चौ.मी. क्षेत्रापैकी १३९७८-०८ चौ.मी. रहिवास व ६०५-५७ चौ.मी. वाणिज्य या बिगर शेतकी प्रयोजनार्थ वापर करण्याबाबत पुढील शर्तीवर अनुज्ञा (परमीशन) देण्यांत येत असून महानगरपालिकेकडील मंजूर एकत्रित बांधकाम नकाशांनुसार खालील क्षेत्रावर बांधकाम अनुज्ञेय नाही.

१. ३० मीटर वाईड डी पी रोड

४५०५-७० चौ.मी.

२. सी आर झेड तीनमधील क्षेत्र

१२०३-०१ चौ.मी.

३. महापालिका हद्दीमधील आरक्षणाचे क्षेत्र

२४४३-२० चौ.मी.

४. अॅमनिटी ओपन स्पेस

२३६६-७६ चौ.मी.

५. आर जी

६७४५-२९ चौ.मी.

दस्तावेजाचा क्रमांक १०१/२०१५
त्या शर्ती अशा:-

एकूण

१७२६३-९६ चौ.मी.

१. ही परवानगी अधिनिष्ठित नकाशातील केलेले नियम यांना अधिन ठेवून देण्यांत आलेली आहे.

२. अनुज्ञाग्राही व्यक्तीने (ग्रॅंटीने) अशा जमीनीचा वापर व त्यावरील इमारतीच्या आणि किंवा अन्य बांधकामाचा उपयोग उक्त जमीनीचा ज्या प्रयोजनार्थ उपयोग करण्यास 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 वापरावरून जमीनीचा वापर ठरविण्यांत येईल.

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

४. अनुज्ञाग्राही 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 करून ती जमीन या आदेशाच्या तारखे पासून 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.

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

६. या सोबत जोडलेल्या स्थळ आराखड्यात आणि किंवा इमारतीच्या नकाशात निर्दिष्ट केल्या प्रमाणे इतक्या जागे क्षेत्रावर बांधकाम करण्याविषयी ही परवानगी देण्यांत आलेली आहे. सदर भूखंडातील नकाशात दर्शविल्या प्रमाणेच उर्वरित क्षेत्र विना बांधकाम मोकळे सोडले पाहिजे.

६अ) प्रस्तावित बांधकाम हे नकाशात दर्शविलेल्या मजल्या पेक्षा जास्त मजल्याचे असू नये.

७. 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.

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

९. या आदेशाच्या दिनांका पासून एक वर्षाच्या कालावधीत अनुज्ञाग्राही व्यक्तीने अशा जमीनीचा बिगर शेती प्रयोजनासाठी वापर करण्यास सुरुवात केली पाहिजे. मात्र वेळोवेळी असा कालावधी वाढविण्यांत आला असेल तर ती गोष्ट अलाहिदा. अनुज्ञाग्राही व्यक्तीने उपरोक्त प्रमाणे न केल्यास ही परवानगी रद्द करण्यांत आली असल्याचे समजण्यांत येईल.

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

११. सदरहू आदेशाच्या दिनांकापासून सदर अनुज्ञाग्राहीने त्या जमीनीच्या संबंधात दर चौ.मी. मागे ०-२८२२ रुपये दराने बिगर शेतकी आकारणी दिली पाहिजे. किंवा परवानगीच्या तारखेच्या पूर्वलक्षी प्रभावाने अथवा त्यानंतर अंमलात येणारे बिनशेती दराने बिनशेती आकार देणे बंधनकारक राहिल. अशा जमीनीच्या वापरात कोणत्याही प्रकारचा बदल करण्यांत आला तर त्या प्रसंगी निराळ्या दराने बिगर शेतकी आकारणीच्या हमीची मुदत अजून समाप्त व्हावयाची आहे ही गोष्ट विचारांत घेण्यांत येणार नाही.

१२. सदर जागेची अती तातडीची मोजणी फी रक्कम रुपये १,९८,०००/- (अक्षरी एक लाख अठ्यान्नव हजार रुपये मात्र) चलन क्र.३१३/२०१२, (भारतीय स्टेट बँक शाखा ठाणे चलन क्र.जै-०१५८५४००/३१५) ९ दिनांक ०४/०५/२०१२ अन्वये शासन जमा केली आहे.

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

१४. सदर जमीनीच्या बिगरशेतकी वापरास प्रारंभ केल्याच्या दिनांका पासून तीन वर्षांच्या आत अनुज्ञाग्राहीने अशा जमीनीवर आवश्यक ती इमारत बांधली पाहिजे. अन्यथा सदरहू आदेश रद्द समजण्यांत येईल. व अनुज्ञाग्राही यांना अकृषिक परवानगीसाठी नव्याने अर्ज सादर करावा लागेल.

१५. पुर्वीच मंजूर केलेल्या नकाशावरहुकुम अगोदरच बांधलेल्या इमारतीत अनुज्ञाग्राहीने 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 पाणीपुरवठ्याची व सांडपाण्याचा निचरा करण्याची व्यवस्था केली पाहिजे.

जमिनीच्या बिगरशेतकी वापरास प्रारंभ केल्याच्या दिनांका पासून एक महिन्याच्या कालावधीत अनुज्ञाग्राही व्यक्तीने महाराष्ट्र जमीन महसूल (जमीनीच्या वापरात बदल व बिगरशेतकी आकारणी) नियम १९८८ यातील अनुसूची पाच मध्ये दिलेल्या नमुन्यात एक सनद करून देऊन तीत या आदेशातील सर्व शर्ती समाविष्ट करणे त्यास बंधनकारक असेल.

या आदेशात आणि सनदीमध्ये नमूद केलेल्या शर्तीपैकी कोणत्याही शर्तीचे अनुज्ञाग्राही व्यक्तीने अंमलबन्धन केल्यास उक्त अधिनियमाच्या उपबंधान्वये असा अनुज्ञाग्राही ज्या कोणत्याही शास्तीस पात्र ठरेल त्या शास्तीस बाधा न येऊ देता ठाण्याच्या जिल्हाधिका-यास तो निर्दिष्ट करेल असा दंड आणि आकारणी भरल्यानंतर उक्त जमीन किंवा भूखंड अर्जदाराच्या ताब्यात राहू देण्याचा अधिकार असेल.

१८ब. वरील खंड अ) मध्ये काहीही अंतर्भूत असले तरीही या परवानगीच्या तरतूदीविरुद्ध जाऊन कोणतीही इमारत किंवा बांधकाम उभे करण्यांत आले असेल किंवा तरतूदी विरुद्ध या इमारतीच्या बांधकामाचा वापर करण्यांत आला असेल तर विनिर्दिष्ट मुदतीच्या आंत अशा रीतीने अगोदरच नकाशा व काढून टाकण्याविषयी किंवा तीत फेरबदल करण्याविषयी ठाण्याच्या जिल्हाधिका-यांचे निर्देश देणे विधी संमत 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 थकबाकी म्हणून वसूल करून घेण्याचा अधिकार असेल.

१९. दिलेली ही परवानगी मुंबई कुळवहिवाट व शेतजमीन अधिनियम १९४८, महाराष्ट्र ग्रामपंचायत अधिनियम आणि नगरपालिका अधिनियम इ.सारख्या त्या वेळी अंमलात असलेल्या इतर कोणत्याही कायद्याचे कोणतेही उपबंध प्रकरणाच्या अन्य संबंधीत बाबींच्या बाबतीत लागू होतील. त्या उपबंधाच्या अधिन असेल.

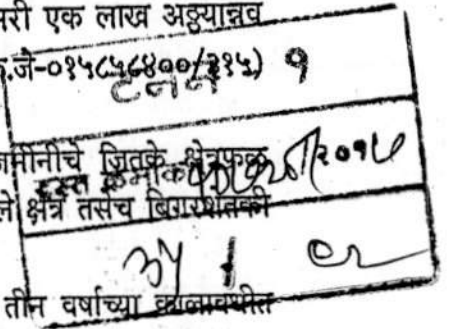
२०. अनुज्ञाग्राही यांनी बिगरशेतकी आकारणीच्या पाचपट रक्कम रुपये ३५,०००/- (अक्षरी रक्कम रुपये पन्तीस हजार मात्र) रूपांतरीत कर (कन्व्हर्शन टॅक्स) म्हणून इकडील चलन क्र.३८४/२०१२, (भारतीय स्टेट बँक शाखा ठाणे चलन क्र.१५६९१६१२/३१४) दिनांक ०४/०५/२०१२ अन्वये सरकार जमा केली आहे.

२१. अनुज्ञाग्राही यांनी ठाणे महानगरपालिका यांचेकडील मंजूर नकाशावरहुकुमच बांधकाम केले पाहिजे.

२२. अनुज्ञाग्राही यांनी ठाणे महानगरपालिका यांचे कडिल बांधकाम नकाशा व्यतिरिक्त जादा बांधकाम केल्यास अगर बांधकामा मध्ये बदल करून जादा चटईक्षेत्र निर्देशांक वापरल्यास अनुज्ञाग्राही हे महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ चे कलम ५२ अन्वये फौजदारी स्वरूपाचा गुन्हा दाखल करण्यास पात्र रहातील व असे जादा बांधकाम वूर करण्यास पात्र राहिल.

२३. या प्रकरणात पिण्याच्या पाण्याची सोय करण्याची जबाबदारी अनुज्ञाग्राही यांचेवर राहिल. आणि पिण्याच्या पाण्याची सोय झाली आहे किंवा कसे या बाबत खात्री झाल्याशिवाय ठाणे महानगरपालिकेने संबंधित विकासकास इमारत वापर परवाना देऊ नये.

२४. जागेच्या भुसंपादनाबाबत भविष्यात काही प्रश्न निर्माण झाल्यास संपादन क्षेत्र सोडून देणे हे अनुज्ञाग्राहीवर बंधनकारक राहिल



दस्तावेज क्रमांक १००२/२०१०

३६३५ महाराष्ट्र चेंबर ऑफ हाऊसिंग विरुद्ध महाराष्ट्र शासन या मा.उच्च न्यायालयातील रिट याचिका क्र.६७०२/२०११ मधील मा.न्यायालयाचे अंतरीम स्थगितीबाबत शासनाचे महसूल व वन विभागाचे पत्र क्र.गौखनि.-१०/१०११/प्र.क्र.६१८/ख, दिनांक १७/११/२०११ मधील सुचनांनुसार मा.न्यायालयाचे अंतीम आदेशास अधीन राहून सदर परवानगी देणेत आली असून मा.उच्च न्यायालय / शासन याबाबतीत जे निर्णय / आदेश 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 दिलेली परवानगी रद्द होईल.

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

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

सही/-

(ए. एल. ज-हाड)
जिल्हाधिकारी ठाणे

प्रति,
श्री.विष्णू गोविंद म्हात्रे व इतर
स.देसाई तालुका व जिल्हा ठाणे



निर्गमित केले

जिल्हाधिकारी ठाणे करिता

Certificate No. 001220



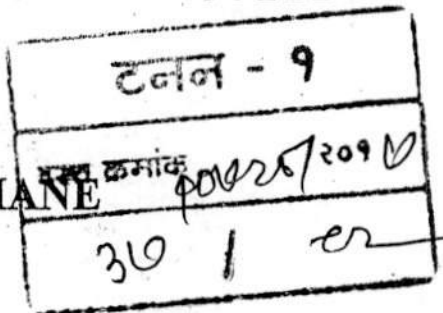
THANE MUNICIPAL CORPORATION, THANE

(Regulation No. 3 & 24)

SANCTION OF DEVELOPMENT

AMENDED PERMISSION / COMMENCEMENT CERTIFICATE

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 : 05/11/2012
To, Shri/Smt. Sandeep Prabhu (Architect)
(For M/s. SAAKAAR)

Shri. Mr. Vishnu Govind Mhatre & Others (Owners)
Mr. Mahendra Patel & Shailesh Bhanushali
(Partner of M/s. Mateshwari Realtors Builders & Developers (P.O.A.H.))

With reference to your application No. 1810 dated 20/06/2012 for development permission / grant of Commencement certificate under section 45 & 69 of the Maharashtra Regional and Town Planning Act, 1966 to carry out development work and or to erect building 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. 140, 141/2, 142/1, 142/3, 220/1B, 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 Commencing from the date of its issue.
 - 4) This permission does not entitle you to develop the land which does not vest in you.
- ५) सी.सी. पूर्वी भूखंडाचा अकृषिक आदेश सादर करणे आवश्यक आहे.
६) सी.सी. पूर्वी नियोजित बांधकामाकरीता पाणी पुरवठा विभागाचा ताहस्कत दाखला सादर करणे आवश्यक.
७) सी.सी. पूर्वी इलेक्ट्रीक सब स्टेशन करीता M.S.E.B. कडून NOC सादर करणे आवश्यक.
८) नियमानुसार आवश्यक ती शुल्क वेळोवेळी भरणे आवश्यक.
९) सी. सी. पूर्वी स्ट्रॉम वॉटर ड्रेनेजबाबतचा नकाशा ड्रेनेज विभागाकडून मंजूर करून घेऊन त्यानुसार काम केल्याचे प्रमाणपत्र वापर परवान्यापूर्वी सादर करावा.



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.

Yours faithfully,

Office No. _____

Office Stamp _____

Date _____

Issued _____

Municipal Corporation of
Thane

PTO

दस्तावेज क्रमांक १००२/२०१७

१०) सि.सि.पूर्वी संपूर्ण इमारतीचे काम भूकंप प्रवण स्तरानुसार संबंधित आय.एस. कोड मधील तरतुदीप्रमाणे केल्याबाबत जोत्यापूर्वी व वापर परवान्यापूर्वी आर.सी.सी. तज्ञांचे स्टॅबिलिटी प्रमाणपत्र सादर करणे.

- ११) सी.सी.पूर्वी रस्त्याखालील क्षेत्र तसेच म्युनिसिपल हौसिंग (आरक्षण क्र. १) आरक्षणाने बाधित जमिनीचे क्षेत्र ठाणे महानगरपालिकेच्या नावे करण्यासंबंधी नोंदणीकृत घोषणापत्र सादर करणे आवश्यक व सदर क्षेत्र जोता प्रमाणपत्रापूर्वी ठाणे महानगरपालिकेच्या नावे केल्याचा ७/१२ उतारा सादर करणे आवश्यक.
- १२) काम सुरु करण्यापूर्वी नियोजित बांधकामाची माहिती दर्शविणारा माहिती फलक जागेवर लावावा.
- १३) जोता प्रमाणपत्रापूर्वी मोजणी नकाशान्वये भूखंडाच्या हद्दीवर कुंपण भित बांधणे आवश्यक.
- १४) वापर परवान्यापूर्वी आर.जी. व अंतर्गत रस्ते विकसित करणे आवश्यक राहिल.
- १५) वापर परवान्यापूर्वी उद्वाहन यंत्राबाबतचा परवाना व अनुज्ञप्ती प्रमाणपत्र सादर करणे आवश्यक राहिल.
- १६) वापर परवान्यापूर्वी ड्रेनेज विभागाकडील संरचने नुसार S.T.P. बांधकाम करून कार्यान्वित करणे आवश्यक.
- १७) वापर परवान्यापूर्वी वृक्ष, पाणी, ड्रेनेज विभागाचे नाहरकत दाखले सादर करावेत.
- १८) भूखंडाचे मालकीबाबत / हद्दीबाबत काही वाद निर्माण झाल्यास त्यास ठाणे महानगरपालिका जबाबदार राहणार नाही.
- १९) वापर परवान्यापूर्वी रेन वॉटर हार्वेस्टिंगची तरतुद करणे आवश्यक.
- २०) वापर परवान्यापूर्वी सौर उर्जेद्वारे पाणी गरम करण्याची यंत्रणा बसवून कार्यान्वित करणे आवश्यक.
- २१) सी.सी.पूर्वी सेवा कर व कामगार कल्याणकारी उपकर निधीचा भरणा करणे आवश्यक.
- २२) 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. विभागाचा नाहरकत दाखला सादर करणे आवश्यक.

२४) इमारत क्र. डी करीता पहिला मजला प्रस्तावित करण्यापूर्वी दोन 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.

स्वावधान

"मंत्र नुकाशानुसार बांधकाम न करणे तसेच विकास नियंत्रण नियमावलीनुसार आवश्यक त्प पर Office Stamp बांधकाम वापर करणे, महाराष्ट्र प्रादेशिक व नागर रचना अधिनियमाचे कलम ५३ अनुसार दखलपत्र गुन्हा आहे. त्यासाठी जारलीत जाणुद व रु ५०००/- दंड होऊ शकतो."

Copy To:

- 1) Dy. Municipal Commissioner - Zone
- 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.



Yours faithfully,

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



THANE MUNICIPAL CORPORATION, THANE

(Regulation No. 3 & 24)
SANCTION OF DEVELOPMENT
PERMISSION / COMMENCEMENT CERTIFICATE

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

टनन - १
३१/१२

V. P. NO. S11/0014/2010 TMC / TDD 10847/13 Date : 30/4/2013
To, Shri/Smt. Sandeep Prabhu (Architect)
(For M/s. SAAKAAR)

Shri. Mr. Vishnu Govind Mhatre & Others (Owners)
Mr. Mayur Ramniklal Shah & Kaivalya Chetan Shah
(Partners of M/s. Marathon ENER-Gen LLP (P.O.A.H.))

With reference to your application No. 9061 dated 24/01/2013 for development permission / grant of Commencement certificate under section 45 & 69 of the Maharashtra Regional and Town Planning Act, 1966 to carry out development work and or to erect building No. As above in village Desai Sector No. XI Situated at Road/ Street S.No./ C.T.S. No./ F.R. No. S. No. 140, 141/2, 142/1, 142/3, 220/1B, 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 Commencing from the date of its issue.
- 4) This permission does not entitle you to develop the land which does not vest in you.
- ५) काम सुरु करण्यापूर्वी नियोजित बांधकामाची माहिती दर्शविणारा माहिती फुलक जागेवर लावावा.
- ६) काम सुरु करण्यापूर्वी मोकळ्या जागेच्या कराचा भरणा करणे आवश्यक.
- ७) जोत्यापूर्वी व वापर परवान्यापूर्वी संपुर्ण इमारतीचे काम भूकंप प्रवण स्तरानुसार संबंधित आय.एस. कोड मधील तरतुदीप्रमाणे केल्याबाबत आर.सी.सी. तज्ञांचे स्टबिलीटी प्रमाणपत्र सादर करणे.
- ८) जोता प्रमाणपत्रापूर्वी रस्त्याखालील क्षेत्र तसेच म्युनिसिपल हौसिंग (आरक्षण क्र. १) आरक्षणाने बाधित जमिनीचे क्षेत्र ठाणे महानगरपालिकेच्या नावे केल्याचा ७/१२ उतारा सादर करणे 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.

Yours faithfully,

Office No. _____
Office Stamp _____
Date _____
Issued _____

Municipal Corporation of
the city of, Thane.

P. T. O.
..2.

टनन - १

१) प्रथम जोता प्रमाणपत्रापूर्वी उर्वरीत कामगार कल्याण उपकर निधीचा भरणा करणे आवश्यक.

१४) जोता प्रमाणपत्रापूर्वी मोजणी नकाशान्वये भूखंडाच्या हद्दीवर कुंपण भित बांधणे आवश्यक.

१५) वापर परवान्यापूर्वी आर.जी. व अंतर्गत रस्ते विकसित करणे आवश्यक राहिल.

१२) वापर परवान्यापूर्वी उदाहन यंत्राबाबतचा परवाना व अनुज्ञप्ती प्रमाणपत्र सादर करणे आवश्यक राहिल.

१३) वापर परवान्यापूर्वी ड्रेनेज विभागाकडील संरचने नुसार S.T.P. बांधकाम करून कार्यान्वित करणे आवश्यक.

१४) वापर परवान्यापूर्वी वृक्ष, पाणी, ड्रेनेज विभागाचे नाहरकत दाखले सादर करावेत.

१५) भूखंडाचे मालकीबाबत / हद्दीबाबत काही वाद निर्माण झाल्यास त्यास ठाणे महानगरपालिका जबाबदार राहणार नाही.

१६) वापर परवान्यापूर्वी रेन वॉटर हार्वेस्टिंगची तरतुद करणे आवश्यक.

१७) वापर परवान्यापूर्वी सौर उर्जेद्वारे पाणी गरम करण्याची यंत्रणा बसवून कार्यान्वित करणे आवश्यक.

१८) अग्निशमन विभागाकडील नाहरकत दाखल्यातील सर्व अटी विकासकावर बंधनकारक राहतील.

१९) ड्रेनेज विभागाकडील स्ट्रॉम वॉटर ड्रेनेजच्या नाहरकत दाखल्यातील सर्व अटी विकासकावर बंधनकारक राहतील.

२०) एकूण बांधीव क्षेत्र २०,०००.०० चौ.मी. पेक्षा जास्त क्षेत्र प्रस्तावित करण्यापूर्वी M.O.E.F. विभागाचा नाहरकत दाखला सादर करणे आवश्यक.

२१) वापर परवान्यापूर्वी करीता पहिला मजला प्रस्तावित करण्यापूर्वी दोन जिने प्रस्तावित करणे 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.

Office No.

Office Stamp: सावधान

"मंजूर नकाशानुसार बांधकाम न करणे
विकास नियंत्रण विभागाकडून आवश्यक
Date: ३०/५/१३
प्रमाणित व वापर परवान्या अर्जासोबत कलम १२
अनुसार द्यावे लागू आहे. स्वाक्षरी पारदर्शित
Copy No. ५०००/१३



Yours faithfully,

[Handwritten Signature]
30/5/13

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

- 1) Dy. Municipal Commissioner - Zone
- 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.



टनन - १
 इस्स क्रमांक १०२१/२०१८
 ०३/१२

Certificate No.: 1135

THANE MUNICIPAL CORPORATION, THANE
 (Regulation No. 37)

Occupancy Certificate

Building :- A, B, C- स्टील + १ ते १० + ११(Pt)+ १२(Pt)+ १३(Pt) ते १८(Pt) floors only

V.P. No. S11/0014/10 TMC/TDD /OCC/0356/17 Date 5/5/2017

To, Ar. Sandeep Prabhu (for M/s. SAKAAR)
Ishkripa, 5th Floor,
Ram Maruti Road,
Naupada, Thane- 400 602.

Mr. Vishnu Govind Mhatre & Others
Mr. Mayur Ramniklal Shah & Kaivalya Chetan Shah
(Partners of M/s. Marathon ENER - Gen LLP)

(owner)
 (P.O.A.H.)

Sub -

Ref. V.P. No. New V.P. No. S11/0014/10

Your Letter No.: 11900 30/12/2016

Sir,

S. No. 140, 141/2, 142/1, 142/3, 220/1B, 220/2, 220/5, 232

The part/full development work/erection/re-erection alteration in / of building / part building no. As Above

situated at _____ Road / Street _____ Existing Road _____ Ward No. _____

No. XI S. No. / G.T.S. No. / F.P. No. As above Village Desai

supervision of Shri. Sandeep Prabhu Licensed Survey or / Engineer / Structural Engineer / Supervisor /

Architect / Licence No. CA- 92/14860 may be occupied on the following conditions.

- सुधारित परवानगी / सी.सी. क्र. S11/0014/10 ठामपा/शिविवि/२७५५ / १७ दि. ५/५/२०१७ मधील आवश्यक अटी बंधनकारक राहतील.
- बांधकामासाठी पाणी पुरवठा करण्यात येणार नाही. सदर पिण्याचे पाणी उपलब्धतेनुसार पुरविण्यात येईल.
- पाणी पुरवठा विभागाकडील नोंद हरकत दाखल्यातील अटी बंधनकारक राहतील.

As set certificated completion plan is returned herewith

Office No.:

Office Stamp :

Date :

Copy to

- 1) Collector of Thane
- 2) Dy. Mun. Commissioner
- 3) E. E. (Water Works) TMC
- 4) Asst. Comm. Officer

Yours faithfully

Municipal Corporation of
 the city of Thane.



४. मलनिःसारण विभागाकडील ना हरकत दाखल्यातील अटी बंधनकारक राहतील.
५. सौर उर्जावरील पाणी गरम करण्याची यंत्रणा कायम स्वरुपी सुस्थितीत ठेवण्याची तसेच कायम स्वरुपी कार्यान्वित ठेवण्याची जबाबदारी संबंधित विकासक तदनुंतर गृहनिर्माण संस्था यांची राहिल.
६. रेन वॉटर हार्वेस्टिंग यंत्रणा कायम स्वरुपी सुस्थितीत ठेवण्याची तसेच कार्यान्वित ठेवण्याची जबाबदारी संबंधित विकासक तदनुंतर गृहनिर्माण संस्था यांची राहिल.

मंजूर आणि न्यायासाठी पृढील कोणत्याही इमारतीच्या वापर परगन्यापुर्वी Organic Waste Disposal ची पूर्तता करणे आवश्यक.
दस्तावेज क्र. १०१२१/२०१८
२०/१२

मंजूर आणि न्यायासाठी पृढील कोणत्याही इमारतीच्या वापर परगन्यापुर्वी Organic Waste Disposal ची पूर्तता करणे आवश्यक.

As set certificated completion plan is returned herewith

Office No. :

सावधान

"मंजूर नकाशातुसार बांधकाम न करणे तसेच मिनट्यानुसार आगवयक त्या घराबांधकाम न घेता बांधकाम वापर करणे, महाराष्ट्र प्रादेशिक व नगर स्वच्छता अधिनियमाचे कलम ५५ अनुसार दंडावयक मुदत आहे. त्यासाठी जास्तीत जास्त ३ वर्षे वेळ घेऊ ५०००/- दंड होऊ शकतो".

Office Stamp

Date:

Yours faithfully,

Executive Engineer,
Town Development Department,
Municipal Corporation of
The City of Thane.

Copy to :

- 1) Collector of Thane
- 2) Dy. Mun. Commissioner
- 3) E.E. (Water works) TMC
- 4) Assessor Tax Dept. TMC
- 5) Vigilance Dept. TDD, TMC





PRASANNA S. TARE

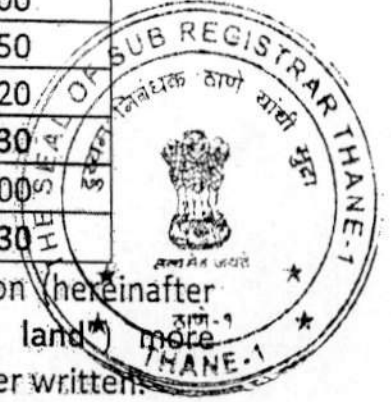
B. Com, LL.B
Advocate, High Court, Mumbai

इसका क्रमांक १०१२/२०१०

TO WHOMSOEVER IT MAY CONCERN

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

Sr. No.	Survey No.	Hissa No.	Area (Sq.mtrs.)
A	140	-	5360
B	142	1	1100
C	142	3	14200
D	220	1B	25900
E	220	2	1800
G	220	5	3200
H	232	-	450
I	141	2	4320
Sub Total (said land)			56330
F	220	4C	1300
Total (larger land)			57630



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. On behalf of and under the instructions of M/s. Marathon Ener-Gen LLP having their registered office at 702, Marathon Max, Mulund-Goregaon Link Road, Mulund (West) Mumbai-400 080, I have investigated the title of the said larger land by taking the search in the Sub-Registrar Office at Thane- 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.02/05/2012.
 - 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 including N.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-

टनन - १
दस्तावेज क्रमांक १०१७
२९/१२/११



PRASANNA S. TARE

B. Com, L.L.B

Continuation Sheet No. 2

mentioned property. The Govind Balu Mhatre and Bendu Balu Mhatre died in the year 1978 & 1976 respectively. As per 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 reveal 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 28/05/2008, 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) and the same is registered in the Sub-Registrar of Assurances Office at Thane 1 under Sr.No.TNN-1-02330-2009 Dated 18/05/2009 confirming the Development Agreement executed between the above-mentioned parties on 28/05/2008, whereby Party of the First Part sold and transfer the Development rights in respect of the said larger land.

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 Baburao Shantaram Mhatre (the Party of the Second Part) and the same is registered in the Sub-Registrar of





PRASANNA S. TARE

B. Com, L.L.B

Continuation Sheet No. 3

Assurances Office at Thane 5 under Sr.No.TNN-5-11772-2011
Dated 29/12/2011 surrendered their proportionate rights, title
and interest in the said larger land.

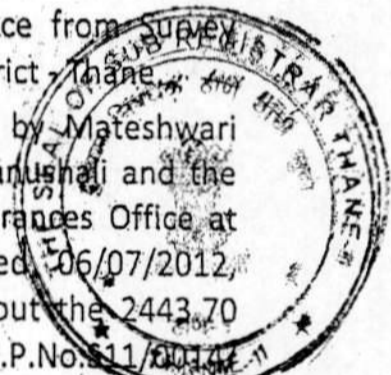
टन - 9

- 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, 220/1B, 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. Shailesh 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



टोल - ९
बस्त क्रमांक १०२२/२०१०
२१/१२



PRASANNA S. TARE

B.Com, L.L.B

Continuation Sheet No. 4

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.

3.8. By and under a Supplementary Agreement (to the Development Agreement) dated 10/01/2014 and registered with the office of Sub-Registrar of Assurances at Thane – 1 under serial no.TNN9-255 of 2014 and 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) and Marathon Ener-Gen LLP (therein referred to as the party of the Third Part), the Owners (therein referred to as 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.

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 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.



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



PRASANNA S. TARE

B. Com, L.L.B

ॐ Registration Sheet No. 5 १०/०२/२०१० ११/००१४/२०१०

schedule hereunder in the manner and conditions mentioned therein.

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. S11/0014/2010 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. Opinion and Observations:

- 5.1. 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.28/05/2008, they assigned their development rights along with the right of disposal and surrender of the above-mentioned property to any Government /Semi-Government Authority for the Development of any part of the land described as the larger land in the schedule here under written.
- 5.2. 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.)
A	140	-	5360
B	142	1	1100
C	142	3	14200
D	220	1B	25900
E	220	2	1800

टनन - १

दस्ता क्रमांक १५२२०१०

५०/१२



PRASANNA S. TARE

B. Com, L.L.B

Continuation Sheet No. 6

G	220	5	3200
H	232	-	450
I	141	2	4320
Sub Total (said land)			56330
F	220	4C	1300
Total (larger land)			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 21st day of July, 2014.

Prasanna S. Tare
Advocate



गाव हेल्ले

ता.क्र. : ७५०
टनन - १

गा. न. क्र. ७ व १२

दस्तावेज क्रमांक १०४२/२०१०

भूमापन क्रमांक	भुमा. क्र. घा. उपविभाग	भू-पारण प्रकार
१००	-	N.A.
शेतीचे स्थानिक नाव		
लागवडी योग्य क्षेत्र	एकर गुठे चौ. वार	हेक्टर अत प्रति.
विनशेली	०-५३-६	
एकूण	०-५३-६	
पो.ख.लागवडी योग्य नसलेली		
वर्ग (अ)		
वर्ग (ब)		
एकूण		
आकारणी		७=८०
जडी अथवा विशेष आकारणी		
एकूण		७=८०

२५) ११०५ ११५७ २६६

विष्णु गोविंद भात्रे
 विसन गोविंद भात्रे
 प्रेमाबाई काकुराम भात्रे
 हीरबाई सुलब वेडेकर
 खेडीबाई सुभाष पाटील
 जिजाबाई गोविंद भात्रे
 मोतीराम खेंडू भात्रे
 जितेश करसन भात्रे
 तेजस करसन भात्रे
 मोनिका हरिष कोठे
 निशाबाई करसन भात्रे
 १३६० १३८६

नवनाथ पुळशीराम भात्रे
 साजन पुळशीराम भात्रे
 मोहिनी पुळशीराम भात्रे
 सारिका पुळशीराम भात्रे
 ममता पुळशीराम भात्रे
 १३६०

बाबुराव शांताराम भात्रे
 वसंत शंकर भात्रे १६३१
 धीपल शंकर भात्रे
 मादली शंकर भात्रे
 हारकाबाई रत्न भात्रे

खाते क्रमांक
 कुळाचे नांव
 खंद
 इतर अधिकार
 ३०६२ १५४६
 १५१२ १५१३
 सुनिल रत्न भात्रे
 विनोद रत्न भात्रे
 अंजनी अविश पाटील
 नागुबाई नारायण भात्रे
 लहु नारायण भात्रे
 रामदास नारायण भात्रे
 इंदुबाई गंडाराम भात्रे
 मेणका गंडाराम भात्रे
 सुभित्रा केशव भात्रे
 विश्वास केशव भात्रे
 किरण केशव भात्रे
 दुपेश केशव भात्रे
 भास्कर पांडुरंग भात्रे
 शांताराम वामन भात्रे
 छायाबाई पद्माकर भात्रे
 सुनिल पद्माकर भात्रे
 विनेश पद्माकर भात्रे

२६) नं. क्र. १२ (पिकाची वही) १५११

वर्ष	हंगामा	पिकाखालील क्षेत्राचा तपशील १५००									लागवडीसाठी उपलब्ध नसलेली जमीन	सिंचण्याचे साधने	जमीन मालक	
		मिळपिकाखालील क्षेत्र			घटक पिके व प्रत्येका खालील क्षेत्र			निर्मल खालील क्षेत्र						
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
			हे. आर	हे. आर								हे. आर	हे. आर	हे. आर
२०१३														
२०१४														

अस्तल वर हक्क खरी नक्कल दिली असे, तारीख

8 OCT 2014

पणजी
 आ. वी. जाधव
 तलाठी-सजा देसाई
 ना. जि. ठाम्णे



दस्त क्रमांक १०१२/२०१०
गाव बेल्हाडे
५२/३३

तालुका : ठाणे

गा. न. क्र. ७ व १२

भूमापन क्रमांक	भुमा. क्र. चा. उपविभाग	भू-धारण प्रकार
१४१	२	N.A.
शेतीचे स्थानिक नाव		
लागवडी योग्य क्षेत्र	एकर गुठे घी. वार	हेक्टर आर प्रति.
खिन्शेली		०-४३-२
एकूण		०-४३-२
पो.ख.लागवडी योग्य नसलेली		
एकूण		०-४३-२
जडी अथवा विशेष आकारणी		
एकूण		६-५६



मोगवटदाराचे नांव (२६) १३८०

विष्णु गोविंद भावे
रविशंकर गोविंद भावे
प्रेमसाहेब काठु भावे
होसाबाई शुभाष बेडेकर
बेबीबाई हनुमान पाटील
जिजाबाई गोविंद भोईर
मोतीराम बेंदु भावे
जितेश करसन भावे
तेजस करसन भावे
मोनिका हरिष फेरो
निराबाई करसन भावे

३३८६
नवनाथ लुकाशिराम भावे
साजन लुकाशिराम भावे
मोहीनी लुकाशिराम भावे
सारिका लुकाशिराम भावे
समता लुकाशिराम भावे

३३८०
बाबुराव शांताशरम भावे
वसंत शंकर भावे
धीपल शंकर भावे
सादती शंकर भावे
दारकाबाई रतन भावे

खाते क्रमांक

कुळाचे नांव सा. कु.

खंद पांडु भोपाळ

६००

इतर अधिकार
शिवजदार १५१२ १५१३

सुनिभ रतन भावे
विमोद रतन भावे
अंजनी अणेश पाटील
नागुबाई नारायण भावे
लहु नारायण भावे
रामदास नारायण भावे
दंडुबाई गंडाराम भावे
मेठका गंगाराम भावे
सुभित्रा केशव भावे
विठ्ठल केशव भावे
किरण केशव भावे
दुपेश केशव भावे
भास्कर पांडुरंग भावे
शांताबाई वामन भावे
छायाबाई पद्मकर भावे
सुनिभ पद्मकर भावे
दिनेश पद्मकर भावे

नं. क्र. १२ (पिकांची वही) १५११

वर्ष	हंगामा	पिकाखालील क्षेत्राचा तपशिल १५००							लागवडीसाठी उपलब्ध नसलेली जमिन					
		निम्नपिकाखालील क्षेत्र			घटक पिके व प्रत्येका खालील क्षेत्र		निर्मूल खालील क्षेत्र		सिंचनाचे साधने	जमिन				
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
				हे. आर	हे. आर							हे. आर		

अस्तसल घर हुकूम खरी नक्कल दिली असे, तारीख

8 OCT 2014

तालाठी जाधव
आय. बी. जाधव
तलाठी-सजा देसाई
ता. जि. ठाणे

गाव हेल्लो

गा. न. क्र. ७ व १२

तालुका : ठाणे
टनन - १
क्रमांक १००८५/२०१८
कुळाचे नांव ५३/१२

भूमापन क्रमांक	भुमा. क्र. चा. उपविभाग	भू-धारण प्रकार
१४२	९	N.A.
शेतीचे स्थानिक नाव		
लागवडी योग्य क्षेत्र	एकर गुंठे ची. वार	हेक्टर आर प्रति.
विनशेती	०-१९-२	
एकूण	०-१९-२	
पो.ख.लागवडी योग्य नसलेली		
वर्ग (अ)	०-००-८	
वर्ग (ब)		
एकूण	०-००-८	
आकारणी	०-०७	
जडी अथवा विशेष आकारणी		
एकूण	०-०७	

सोपवटदाराचे नांव
११०५ ११५७
विष्णु गोविंद भावे
दिल्लन गोविंद भावे
मिनाबाई काकुराम भावे
होलाबाई मुलाख बाईकर
खेडीबाई गोविंद भावे
जिजाबाई गोविंद भावे
मोतीराम खेंडू भावे
नितेश करसन भावे
तेजस करसन भावे
मोनिका हरिष केणे
निराबाई करसन भावे
१३९२ १३८९
गवनाथ पुळशीराम भावे
साजन पुळशीराम भावे
मोहीनी पुळशीराम भावे
सारिका पुळशीराम भावे
समता पुळशीराम भावे
१३९०
बाबुराव शांताराम भावे
वसंत शंकर भावे १६३
धोपल शंकर भावे
मादती शंकर भावे
द्वारकाबाई रतन भावे

खाते क्रमांक
कुळाचे नांव
खंद
इतर अधिकार
१५१२ १५१३
सुनिल रतन भावे
विमोद रतन भावे
अंजनी अविश पाटील
नागुबाई नारायण भावे
लडु. नारायण भावे
रामदास नारायण भावे
दंडुबाई गंडाराम भावे
मेढका गंडाराम भावे
सुभित्रा केशव भावे
विष्णु केशव भावे
किरल केशव भावे
दुपेश केशव भावे
भास्कर पांडुरंग भावे
शांताबाई वामन भावे
छायाबाई पदमाकर भावे
सुनिल पदमाकर भावे
दिनेश पदमाकर भावे

नं. क्र. १२ (पिकाची वही) १५११

वर्ष	हंगामा	पिकाखालील क्षेत्राचा तपशिल १५७०									लागवडीसाठी उपलब्ध नसलेली जमीन	सिंचनाचे साधने	जमिन मालक	
		मिश्रपिकाखालील क्षेत्र			घटक पिके व प्रत्येका खालील क्षेत्र			निर्मल खालील क्षेत्र						
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
२०१३			हे. आर	हे. आर								हे. आर		

अस्तसल घर हुकूम खरी नक्कल दिली असे, तारीख

8 Oct 2014

तलाठी
आय बी. जाधव
तलाठी-सजा देसाई
ता. जि. ठाणे



दस्तावेज क्रमांक 401027/2014
 गाव 48/52

तालुका : ठाणे

गा. न. क्र. ७ व १२

भूमापन क्रमांक	भूमा. क्र. चा. उपविभाग	भू-धारण प्रकार
982	2	N.A.
शेतीचे स्थानिक नाव		
लागवडी योष्य क्षेत्र	एकर गुठे चौ. वार	हेक्टर आर प्रति.
विनशेती		
एकूण	9-3E-8	
पो.ख.लागवडी योष्य नसलेली		
वर्ग (अ)	0-05-E	
वर्ग (ब)		
एकूण	0-05-E	
एकर		95=08

२५) मोमबंददाराचे नांव 9904 9940
 विष्णु गोविंद भात्रे
 रविशंकर गोविंद भात्रे
 प्रभाबाई काफूराम भात्रे
 होलाबाई बाईका
 बेबीबाई गोविंद भात्रे
 जिजाबाई गोविंद भात्रे
 मोतीराम बेहु भात्रे
 धितेश करसन भात्रे
 तेजस करसन भात्रे
 मोनिका हरिष केणे
 निराबाई करसन भात्रे
 9302 9302
 नवनाथ पुढशीराम भात्रे
 साजन पुढशीराम भात्रे
 मोहीनी पुढशीराम भात्रे
 सारिका पुढशीराम भात्रे
 ममता पुढशीराम भात्रे
 9300
 बाबुराव शांताशम भात्रे
 वसंत शंकर भात्रे 9639
 भीमल शंकर भात्रे
 मादती शंकर भात्रे
 हारकाबाई रतन भात्रे

खाते क्रमांक
 कुळाचे नांव
 खंद
 इतर अधिकार
 9492 9493
 सुनिल रतन भात्रे
 विमोद रतन भात्रे
 अंजनी अशिश पाथीर
 नागुबाई नारायण भात्रे
 लड्डु नारायण भात्रे
 रामदास नारायण भात्रे
 देवुबाई गंडाराम भात्रे
 मेढका गंडाराम भात्रे
 सुभित्र केशव भात्रे
 विष्वास केशव भात्रे
 किरण केशव भात्रे
 दुपेश केशव भात्रे
 भास्कर पांडुरंग भात्रे
 शांताबाई वामन भात्रे
 छायाबाई पदमाकर भात्रे
 सुनिल पदमाकर भात्रे
 विनेश पदमाकर भात्रे



पिकाखालील क्षेत्राचा तपशिल 9000										लागवडीसाठी उपलब्ध नसलेली जमीन	
मिश्रिकाखालील क्षेत्र					घटक पिके व प्रत्येका खालील क्षेत्र					निर्मल खालील क्षेत्र	
पिकाचे नांव	एकर	सिंचन	उत्पन्न	पिकाचे नांव	एकर	सिंचन	उत्पन्न	पिकाचे नांव	एकर	सिंचन	उत्पन्न
१	२	३	४	५	६	७	८	९	१०	११	१२
			हे. आर	हे. आर							
विनशेती 9-3E-8											

अस्तित्त्व वर हक्क खरी नक्कल दिली असे, तारीख

8 OCT 2014

तलाठी
 आय. बी. जाधव
 तलाठी-सजा देसाई
 ता. जि. ठाणे

गाव हेल्याई

तालुका : ठाणे

गा. न. क्र. ७ व १२

टनन - १

भूमापन क्रमांक	भुमा. क्र. घा. उपविभाग	भू-धारण प्रकार	भोगवटदाराचे नांव	खाते क्रमांक	क्रमांक
220	98	M.A.	विष्णु गोविंद म्हात्रे	9002/2010	
शेतीचे स्थानिक नाव			रविचंद्र गोविंद म्हात्रे	कुळाचे नांव	५५/०२
लागवडी योग्य क्षेत्र			पद्माबाई गोविंद (9904)	खंद	
एकर गुठे चौ. वार	हेक्टर आर प्रति.		होसाबाई गोविंद (9946)	इतर अधिकार	
बिनशेली २-५९-०			जेजाबाई गोविंद भोईर	कवजदार (9492)	
एकूण	२-५९-०		मोतीराम वेढु म्हात्रे	सुनिल रत्न म्हात्रे	
पो.ख.लागवडी योग्य नसलेली			बितेश करसन म्हात्रे	विमोद रत्न म्हात्रे	
वर्ग (अ)			तेजस करसन म्हात्रे	जंजनी अणेश पाटील	
वर्ग (ब)			मौनिका हरिष केठा	नागुबाई नारायण म्हात्रे	
एकूण			निराबाई करसन म्हात्रे	जदु नारायण म्हात्रे	
आकारणी		र. पे	गवनाथ पुकशीराम म्हात्रे	रामदास नारायण म्हात्रे	
जडी अथवा विशेष आकारणी		3=६०	साजन पुकशीराम म्हात्रे	वेढुबाई गंडाराम म्हात्रे	
			मोहीनी पुकशीराम म्हात्रे	मेणका गौतम म्हात्रे	
			स्मारिका पुकशीराम म्हात्रे	सुभित्रा केशव म्हात्रे	
			समता पुकशीराम म्हात्रे	विठ्ठल केशव म्हात्रे	
			बाबुराव शंकर म्हात्रे	किरण केशव म्हात्रे	
			वसंत शंकर म्हात्रे	दुपेश केशव म्हात्रे	
			धीपल शंकर म्हात्रे	भास्कर पांडुरंग म्हात्रे	
			मादती शंकर म्हात्रे	श्रीलाबाई वामन म्हात्रे	
			दाकाबाई रत्न म्हात्रे	छायाबाई पद्माकर म्हात्रे	

पिका. क्र. १२ (पिकाची वही)

वर्ष	हंगामा	पिकाखालील क्षेत्राचा तपशिल									लागवडीसाठी उपलब्ध नसलेली जमीन	एकूण क्षेत्र		
		मिश्रपिकाखालील क्षेत्र			घटक पिके व प्रत्येका खालील क्षेत्र			निर्मेल खालील क्षेत्र						
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
२०१३			हे. आर	हे. आर								हे. आर		
२०१४														

अन्साल वर हुकूम खरी नक्कल दिली असे, तारीख

8 OCT 2014

माय बी. जाधव
तलाठी-सजा देसाई
ता. जि. ठाणे



टनल - 9

दस्तावेज क्रमांक 9022/2010

गाव हेतनाई

Yk/er

तालुका : ठाणे

गा. न. क्र. ७ व १२

भूमापन क्रमांक	भूमा. क्र. चा. उपविभाग	भू-धारण प्रकार
220	2	N/A
शेतीचे स्थानिक नाम		
लागवडी योग्य क्षेत्र	एकर गुठे चौ. यार	हेक्टर आर प्रति.
बिनवोली	0-96-0	
एकूण	0-96-0	
पो.ख.लागवडी योग्य नसलेली		
वर्ग (अ)		
वर्ग (ब)		
एकूण		
र. प्ले		
0-33		

मोगवटदाराचे नाव

विष्णु गोविंद भास्करे
 रविशंकर गोविंद भास्करे
 पुत्राकाई गोविंद भास्करे
 हीनाबाई गोविंद भास्करे
 खेकीबाई गोविंद भास्करे
 जिजाबाई गोविंद भास्करे
 मोतीराम खेंदु भास्करे
 जितेश करसन भास्करे
 लैडार करसन भास्करे
 मोनिका हरिष केणे
 निराबाई करसन भास्करे
 भवनाथ पुळशीराम भास्करे
 साजन पुळशीराम भास्करे
 मोहीनी पुळशीराम भास्करे
 सारिका पुळशीराम भास्करे
 ममता पुळशीराम भास्करे
 बाबुराव शांताशरम भास्करे
 वसंत शंकर भास्करे
 धीपल शंकर भास्करे
 मादती शंकर भास्करे
 डारकाबाई रतन भास्करे

खाते क्रमांक

कुळाचे नांव

खंद

इतर अधिकार

सुनिल रतन भास्करे
 विजोद रतन भास्करे
 अंजनी अशिश पाथीकर
 नागुबाई नारायण भास्करे
 लडु नारायण भास्करे
 रामदास नारायण भास्करे
 देवुबाई गंडाराम भास्करे
 मेणका गंडाराम भास्करे
 सुमित्रा केशव भास्करे
 विश्वास केशव भास्करे
 किरण केशव भास्करे
 दुपेश केशव भास्करे
 भास्कर पांडुरंग भास्करे
 शांताबाई वामन भास्करे
 छायाबाई पदमाकर भास्करे
 सुनिल पदमाकर भास्करे
 विनेश पदमाकर भास्करे



गा. नं. क्र. १२ (पिकाची वही)

वर्ष	हंगामा	पिकाखालील क्षेत्राचा तपशिल									लागवडीसाठी उपलब्ध नसलेली जमीन	सिंचनाचे साधने	जमीन मालक	
		मिथपिकाखालील क्षेत्र			घटक पिके व प्रत्येका खालील क्षेत्र			निर्मल खालील क्षेत्र						
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
२०१३			हे. आर	हे. आर										
२०१४														

अन्सल घर हुकूम खरी नक्कल दिली असे, तारीख

8 OCT 2014

जाय. बी. जाधव
 तलाठी-सच्चा देसाई
 ता. जि. ठाणे

गाव **हेल्दाश्री**

गा. न. क्र. ७ व १२

तालुका **हेल्दाश्री - १**

दस्तावेज क्रमांक **१००५/२०१८**

खाते क्रमांक **५०१/१२**

कुळाचे नांव

भूमापन क्रमांक	भूमा. क्र. चा. उपविभाग	भू-धारण प्रकार
220	५	N.A.
शेतीचे स्थानिक नाव		
लागवडी योग्य क्षेत्र	एकर गुठे चौ. वार	हेक्टर आर प्रति.
खिजशेती	०-३०-०	
एकूण	०-३०-०	
पो.ख.लागवडी योग्य नसलेली		
वर्ग (अ)	०-०२-०	
वर्ग (ब)		
एकूण	०-०२-०	
आकारणी	र. पैस	० = ६०
जडी अथवा विशेष आकारणी		
एकूण		० = ६०

(२५) भोगवटदाराचे नांव

विष्णु गोविंद शहात्रे
 रविशंकर गोविंद शहात्रे
 पद्माबाई गोविंद शहात्रे
 होलाबाई गोविंद शहात्रे
 बेबीबाई गोविंद शहात्रे
 जिजाबाई गोविंद शहात्रे
 मोतीराम चेंदु शहात्रे
 अशितेश करसन शहात्रे
 तेजस करसन शहात्रे
 मोनिका हरिष केणे
 निराबाई करसन शहात्रे

(३३८)

नयनाथ पुळशीराम शहात्रे
 साजन पुळशीराम शहात्रे
 मोहीनी पुळशीराम शहात्रे
 सारिका पुळशीराम शहात्रे
 समता पुळशीराम शहात्रे

(१३८२) (३३८०)

बाबुराव शालाराम शहात्रे
 वसंत शंकर शहात्रे (१६३१)
 धीपल शंकर शहात्रे
 मादली शंकर शहात्रे
 हारकाबाई रतन शहात्रे

इतर अधिकार

शुभिनिर रतन शहात्रे (१५१२) (१५१३)
 विमोद रतन शहात्रे
 अंजनी अशित पायल
 नागुबाई नारायण शहात्रे
 लक्ष्मी नारायण शहात्रे
 रामदास नारायण शहात्रे
 देवुबाई अंजनाशम शहात्रे
 मेढका अंजनाशम शहात्रे
 सुभित्रा केशव शहात्रे
 विश्वास केशव शहात्रे
 किरण केशव शहात्रे
 दुपेश केशव शहात्रे
 भास्कर पांडुरंग शहात्रे
 शालाबाई वामन शहात्रे
 छायाबाई पद्माकर शहात्रे
 सुनिधि पद्माकर शहात्रे
 दिनेश पद्माकर शहात्रे

पिकाची वही क्र. १२ (पिकाची वही) (१५११)

वर्ष	हंगामा	पिकाखालील क्षेत्राचा तपशिल									लागवडीसाठी उपलब्ध नसलेली जमीन		सिंचनासाठी उपलब्ध नसलेली जमीन	
		मिश्रपिकाखालील क्षेत्र			घटक पिके व प्रत्येका खालील क्षेत्र			निर्भल खालील क्षेत्र			एकर	एकर	एकर	एकर
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
				हे. आर	हे. आर									

अन्सल वर हक्क खरी नक्कल दिली असे, ताचीव

8 OCT 2014

जाय बी. जाधव
 तलाठी-सजा देसाय
 ता. जि. ठाणे



टनन - १

दस्तावेज क्रमांक १०५२/२०१०

५१ गाव/हेलाई

तालुका : हाठो

गा. न. क्र. ७ व १२

भूमापन क्रमांक	भूमा. क्र. चा. उपविभाग	भू-धारण प्रकार
२३२	—	N.A.
शेतीचे स्थानिक नाव		
लागवडी योग्य क्षेत्र	एकर गुठे चौ. वार	हेक्टर आर प्रति.
चिन्हेली	०-०४-५	
आकारणी		०-१०
जडी अथवा विशेष आकारणी		०-१०



मोगवटदाराचे नांव (११०५) **विष्णु गोविंद भावे** (११५०)

एकसम गोविंद भावे
 पद्माबाई गोविंद भावे
 होमाबाई गोविंद भावे
 बेबीबाई गोविंद भावे
 जिजाबाई गोविंद भावे
 मोतीराम वेडु भावे
 बितेश करसन भावे
 नेजास करसन भावे
 मोनिका हरिष केठी
 निराबाई करसन भावे

(३३८८) **भवनाथ पुढशीराम भावे**
 सानन पुढशीराम भावे
 मोहीनी पुढशीराम भावे
 सारिका पुढशीराम भावे
 ममता पुढशीराम भावे

(३३८९) **बाबुराव शालाराम भावे**
 वसंत शंकर भावे (१६३५)
 धीपल शंकर भावे
 मादली शंकर भावे
 कारकाबाई रत्न भावे

खाते क्रमांक

कुळाचे नांव

खंद

इतर अधिकार (१५१२) **कवजदार** (१५१३)

सुनिल रत्न भावे
 विमोद रत्न भावे
 डॉ. जनी अंजित पाथीकर
 नागुबाई नारायण भावे
 लहु नारायण भावे
 रामदास नारायण भावे
 इंद्रुबाई गंडाराम भावे
 मेठका गंडाराम भावे
 सुपित्रा केशव भावे
 विठ्ठल केशव भावे
 किरण केशव भावे
 दुपेश केशव भावे
 भास्कर पांडुरंग भावे
 शालाबाई वामन भावे
 छायाबाई पद्माकर भावे
 सुनिल पद्माकर भावे
 विनेश पद्माकर भावे

मं. क्र. १२ (पिकांची वही) (१५११)

वर्ष	हंगामा	पिकाखालील क्षेत्राचा तपशिल (१०००)									लागवडीसाठी उपलब्ध नसलेली जमिन				
		मिश्रपिकाखालील क्षेत्र			घटक पिके व प्रत्येका खालील क्षेत्र			निर्मल खालील क्षेत्र			सिंचनाचे साधने	जमिन	अन्य	एकर	
		मि. क्र. संख्या	पिकांचे नांव	जळ सिंचन	अजळ सिंचन	पिकांचे नांव	जळ सिंचन	अजळ सिंचन	पिकांचे नांव	जळ सिंचन	अजळ सिंचन	१	२	३	४
२०१३			हे. आर									१३	१४	१५	१६
२०१४			हे. आर									हे. आर			

अस्तसल वर हुकूम खरी नक्कल दिली असे, तारीख

8 OCT 2014

तालाठी: **साय. बी. जाधव**
 तलाठी-सजा देसाई
 ता. जि. ठाणे

टनल - १
बसा क्रमांक १००२/२०१८
५९/२९

Annexure "G"

LIST OF AMENITIES

A) COMMON AMENITIES FOR ENTIRE PROJECT LAYOUT:

1. Paved Access.
2. Recreation Garden.
3. Common Fitness Centre at ground level.
4. Well-designed compound walls and Security gates shall be provided.

B) AMENITIES FOR BUILDINGS / WINGS:

1. Internal Security System.
2. Grand Entrance Lobby with two Passenger Elevators.
3. The structure shall be of R.C.C. with excellent exterior elevations on all sides.
4. Fire fighting facility as per local norms.
5. D. G. Power backup for common area lights.



C) INTERNAL AMENITIES:

1. All rooms with vitrified tiles flooring.
2. Walls and ceiling shall be painted in Acrylic Emulsion paint.
3. Granite kitchen platform with Stainless Steel Sink shall be provided.
4. Walls of kitchen shall be finished with Ceramic tiles (Only 900mm height above Platform) and painted in Acrylic Emulsion paint for balance height.
5. All the toilets shall be well designed with Ceramic tiles up to door frame height.
6. All the toilets shall have concealed plumbing with Hot and Cold water mixing facilities only for shower area with I.S.I. quality fittings.
7. Master toilet shall have instant geysers for hot water facility, Chrome finish bathroom fittings & sanitary ware of ISI approved company.
8. Common toilet shall have Chrome finish bathroom fittings & sanitary ware of ISI approved company.
9. All the windows shall be made of Anodized Aluminum sections.
10. All the door frames shall be made of good quality Wood and all the toilet shutters shall be both side laminated Room Shutters shall be Flush Doors with Both side Laminated.
11. Intercom system in each flat and M.T.N.L. telephone wiring shall be concealed.
12. Provision for T.V. cable connections in each flat shall be provided with concealed plug points.
13. All the Electrical wiring shall be concealed and of Copper wire. Circuit Breakers shall be provided in place of Fuses.

cc

S. L.

S. Shah

टमन - १
दस्तावेज क्रमांक १०७०२५/२०१८
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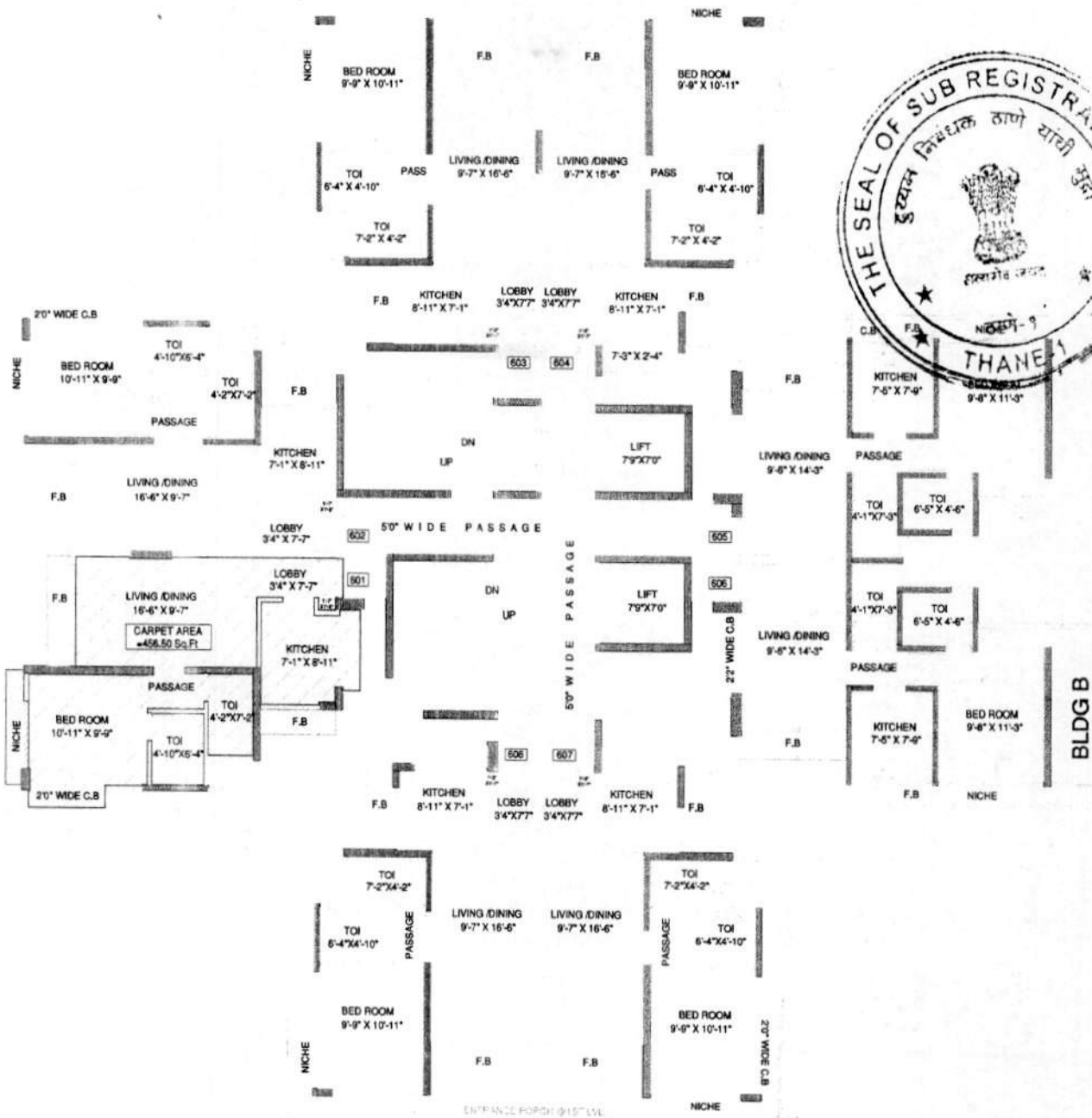
ANNEXURE "H"



एनन - 9

दस्तावेज क्रमांक 9010/2019

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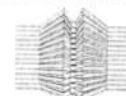


Handwritten signature and initials: A.G. - - Alshah.

- NOTE :-**
- 1) NICHE AREA SHOWN IN MAGENTA HATCH.
 - 2) FLOWER BED AREA SHOWN IN GREEN HATCH.

BLDG. TITLE :- MARATHON NEXTOWN (BLDG 'A')

FLOOR NO. :- 6th FLAT NO. :- 601



MATRIX
 702, MARATHON MAX
 MULUND-GOREGAON LINK RD.
 MULUND (W)
 CORPORATE OFFICE:- 67726484

टनज - १

दस्तावेज क्रमांक १००२/२०१८

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टनन - 9

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ANNEXURE "I"

Purchaser Details:	
Name	Abhoy Vijaykumar Shah Parul Abhoy Shah
Address	1101, Marathon Galaxy-I, L.B.S. Road, Mulund (West), Mumbai 400080, Maharashtra, India
Mobile No.	9867510110
Fax No.	
Email ID	<u>Abhoyshah2006@gmail.com</u>
Pan No.	AAYP54492C , AAYP54491B
Flat No.	0601
Carpet Area (sq.ft.)	456.5
Carpet Area (sq.mts.)	42.41
Floor	6
Building Name	"A"
Total Consideration	26,11,980.00
Total Consideration (In Words)	Rupees: Twenty Six Lakh Eleven Thousand Nine Hundred Eighty Only



all

S.L.

Ashah.

टनन - १
दस्ता क्रमांक १०२१/२०१०
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टनल - 9
दस्ता क्रमांक 90025/2016
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॥ हमीपत्र ॥

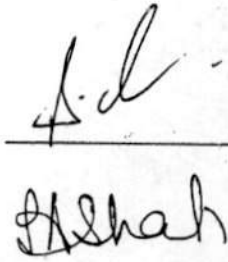
सदरचे हमी पत्र आज दिनांक 02/08/17 रोजीचे दिवशी.

याव्दारे घोषित करण्यात येत की, या दस्तासोबत निवासी / वाणिज्य या स्थावर मिळकतीसोबत वाहन तळ विकत देण्यात / विकत घेण्यात आलेले नाही.

लिहून देणा-याची सही



लिहून घेणा-याची सही


Alshah.



कोल - १
दस्ता क्रमांक १०२१२०१७
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टनल - 9

दस्त क्रमांक 08/12/2014

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Regn.: 39M



पावती

Monday, December 08, 2014

4:35 PM

पावती क्र.: 11577 दिनांक: 08/12/2014

गावाचे नाव: मुलुंड

दस्तऐवजाचा अनुक्रमांक: करल4-10085-2014

दस्तऐवजाचा प्रकार: कुलमुखत्यारपत्र

सादर करणाऱ्याचे नाव: मॅरिथॉन एनर-जन एल एल पी यांच्यावतीने गुप कंपनी सेक्रेटरी आणि अधिकृत व्यक्ती श्री के.एस.राघवन

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 360.00

पृष्ठांची संख्या: 18

DELIVERED

एकूण:

रु. 460.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-2 व सीडी अंदाजे 4:46 PM ह्या वेळेस मिळेल.

सह दु.निबंधक कुर्ला - 4

बाजार मुल्य: रु. 1/-

भरलेले मुद्रांक शुल्क: रु. 500/-

मोबदला: रु. 0/-

सह दुय्यम निबंधक कुर्ला - 4

पुर्व उपनगर जिल्हा

1) देयकाचा प्रकार: By Cash रक्कम: रु 100/-

2) देयकाचा प्रकार: By Cash रक्कम: रु 360/-

DELIVERED

