

**Marathon NextGen Realty Ltd**

702, Marathon Max,

Mulund-Goregaon Link Road,

Mulund (W), Mumbai-400 080

Tel 76773 50350

Email : [customercare@marathonrealty.com](mailto:customercare@marathonrealty.com)

Website : [www.marathonrealty.com](http://www.marathonrealty.com)

CIN No U72900MH2007PTC172668

GST No 27AAACP8032E1ZN



**RECEIPT**

Sys No 172705

Receipt No 2552

Date Dec 16, 2023

Cust A/c No 9995

Mr., Harish Ashok Kumar Kudariya

Mrs. Arpita Harish Kudariya and Mrs. Laxmidevi Ashok kumar Kudariya

602, 6th Floor, Dalen Wing, A7, Charms City, Near Vinayak

Park, Manda, Titwala West, Thane-421605

Ph.No.: +919167835677

RECEIVED with thanks a sum of Rs 99,000 00/- (Rupees Ninety Nine Thousand only ) by Cheque/DD/TDS 335041510586 / Direct Remittance dated Dec 16, 2023 drawn on STATE BANK OF INDIA against Flat/Shop No 902 on Floor 9 in Building Marathon Neopark Ashoka , Project know as Marathon Neopark Ashoka Wing A , Whole Project know as Marathon Neopark

For Marathon NextGen Realty Ltd

Authorised Signatory

*\*Receipt Validity subject to realisation of above mentioned instruments.*

**\*\*This is electronically generated Receipt and does not require signature and stamp\*\***



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Mulund (W), Mumbai-400 080

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CIN No U72900MH2007PTC172668

GST No 27AAACP8032E1ZN



**RECEIPT**

Sys No 172709

Receipt No 2556

Date Dec 17, 2023

Cust A/c No 9995

Mr., Harish Ashok Kumar Kudariya

Mrs Arpita Harish Kudariya and Mrs Laxmidevi Ashok kumar Kudariya

602, 6th Floor, Dalen Wing, A7, Charms City, Near Vinayak

Park, Manda, Titwala West, Thane-421605

Ph.No.: +919167835677

RECEIVED with thanks a sum of Rs 1,000 00/- (Rupees One Thousand only ) by Cheque/DD/TDS 335173907133 / Direct Remittance dated Dec 17, 2023 drawn on STATE BANK OF INDIA against Flat/Shop No 902 on Floor 9 in Building Marathon Neopark Ashoka , Project know as Marathon Neopark Ashoka Wing A , Whole Project know as Marathon Neopark

For Marathon NextGen Realty Ltd

Authorised Signatory

*\*Receipt Validity subject to realisation of above mentioned instruments.*

**\*\*This is electronically generated Receipt and does not require signature and stamp\*\***



**Marathon NextGen Realty Ltd**

702, Marathon Max,

Mulund-Goregaon Link Road,

Mulund (W), Mumbai-400 080

Tel 76773 50350

Email : [customercare@marathonrealty.com](mailto:customercare@marathonrealty.com)

Website : [www.marathonrealty.com](http://www.marathonrealty.com)

CIN No U72900MH2007PTC172668

GST No 27AAACP8032E1ZN



**RECEIPT**

Sys No 172592

Receipt No 2538

Date Dec 14, 2023

Cust A/c No 9995

Mr., Harish Ashok Kumar Kudariya

Mrs. Arpita Harish Kudariya and Mrs Laxmidevi Ashok kumar Kudariya

602, 6th Floor, Dalen Wing, A7, Charms City, Near Vinayak

Park, Manda, Titwala West, Thane-421605

Ph.No.: +919167835677

RECEIVED with thanks a sum of Rs 85,110 00/- (Rupees Eighty Five Thousand One Hundred Ten only ) by Cheque/DD/TDS 334869768854 / Direct Remittance dated Dec 14, 2023 drawn on STATE BANK OF INDIA against Flat/Shop No 902 on Floor 9 in Building Marathon Neopark Ashoka , Project know as Marathon Neopark Ashoka Wing A , Whole Project Know as Marathon Neopark

For Marathon NextGen Realty Ltd

Authorised Signatory

*\*Receipt Validity subject to realisation of above mentioned instruments.*

**\*\*This is electronically generated Receipt and does not require signature and stamp\*\***



**Marathon NextGen Realty Ltd**

702, Marathon Max,

Mulund-Goregaon Link Road,

Mulund (W), Mumbai-400 080

Tel 022- 4194 8347

Email [sustainers@marathonrealty.com](mailto:sustainers@marathonrealty.com)

Website [www.marathonrealty.com](http://www.marathonrealty.com)

CIN No U72900MH2007PTC172668

GST No 27AAACP8032E1ZN



**RECEIPT**

Sys No 131622

Receipt No 612

Date Dec 15, 2021

Cust A/c No 9995

Mr , Harish Ashok Kumar Kudariya

Mrs Apita Harish Kudariya and Mrs Laxmidevi Ashok Kumar Kudariya

Room No 1-1, Vasant Niwas, Nanavadi, Tulshetpada Lake Road,

MC School, Bhandup ( West), Mumbai-400078

Ph No +919167835677

RECEIVED with thanks a sum of Rs 5,55,334 (Rupees Five Lakh Fifty Five Thousand Three Hundred Thirty Four only ) by Cheque/DD/TDS 516169 / Cheque Local dated Dec 15, 2021 drawn on STATE BANK OF INDIA against Flat/Shop No 902 on Floor 9 in Building Marathon Neopark Ashoka A Project know as Marathon Neopark , Whole Project know as Marathon Neopark

For Marathon NextGen Realty Ltd

Autho



*\*Receipt is valid subject to realisation of above mentioned instruments.*

**\*\*This is electronically generated Receipt and does not require signature and stamp\*\***





**Marathon NextGen Realty Ltd**

702, Marathon Max,

Mulund-Goregaon Link Road,

Mulund (W), Mumbai-400 080

Tel 76773 50350

Email : [customercare@marathonrealty.com](mailto:customercare@marathonrealty.com)

Website : [www.marathonrealty.com](http://www.marathonrealty.com)

CIN No U72900MH2007PTC172668

GST No 27AAACP8032E1ZN



**RECEIPT**

Sys No 130901

Receipt No 548

Date Dec 04, 2021

Cust A/c No 9995

Mr , Harish Ashok Kumar Kudariya

Mrs Arpita Harish Kudariya and Mrs. Lavmldevi Ashok kumar Kudariya

602, 6th Floor, Dalen Wing, A7, Charms City, Near Vinayak

Park, Manda, Titwala West, Thane-421605

Ph.No.. +919167835677

RECEIVED with thanks a sum of Rs 99,999 00/- (Rupees Ninety Nine Thousand Nine Hundred Ninety Nine only ) by Cheque/DD/TDS 133871401783 / Direct Remittance dated Dec 04, 2021 drawn on STATE BANK OF INDIA against Flat/Shop No 902 on Floor 9 in Building Marathon Neopark Ashoka , Project know as Marathon Neopark Ashoka Wing A , Whole Project know as Marathon Neopark

For Marathon NextGen Realty Ltd

Authorised Signatory

*\*Receipt Validity subject to realisation of above mentioned instruments.*

**\*\*This is electronically generated Receipt and does not require signature and stamp\*\***



**Marathon NextGen Realty Ltd**

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Website : [www.marathonrealty.com](http://www.marathonrealty.com)

CIN No U72900MH2007PTC172668

GST No 27AAACP8032E1ZN



**RECEIPT**

Sys No 131046

Receipt No 553

Date Dec 05, 2021

Cust A/c No 9995

Mr., Harish Ashok Kumar Kudariya

Mrs Arpita Harish Kudariya and Mrs. Laxmidevi Ashok kumar Kudariya

602, 6th Floor, Dalen Wing, A7, Charms City, Near Vinayak

Park, Manda, Titwala West, Thane-421605

Ph.No.: +919167835677

RECEIVED with thanks a sum of Rs 94,375 00/- (Rupees Ninety Four Thousand Three Hundred Seventy Five only ) by Cheque/DD/TDS 133939048758 / Direct Remittance dated Dec 05, 2021 drawn on STATE BANK OF INDIA against Flat/Shop No 902 on Floor 9 in Building Marathon Neopark Ashoka , Project know as Marathon Neopark Ashoka Wing A , Whole Project know as Marathon Neopark

For Marathon NextGen Realty Ltd

Authorised Signatory

*\*Receipt Validity subject to realisation of above mentioned instruments.*

**\*\*This is electronically generated Receipt and does not require signature and stamp\*\***

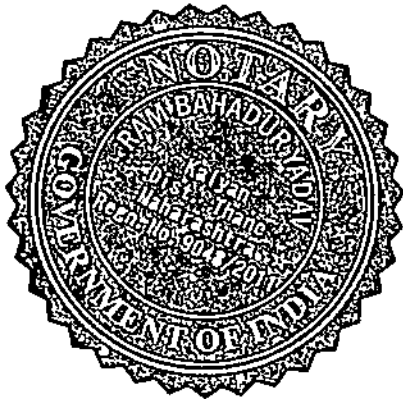




महाराष्ट्र MAHARASHTRA

© 2023 ©

CL 960696



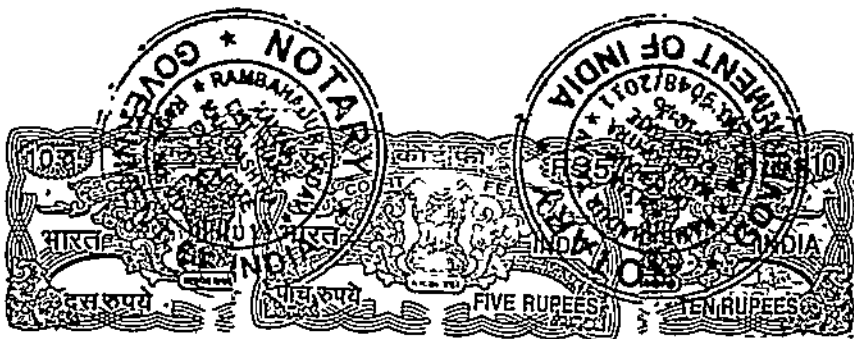
प्रधान मुद्रांक कार्यालय, मुंबई  
प.मु.वि.क्र. ८००००९०  
30 MAY 2024  
सदम अधिकारी

श्री. ज. पी. लाल

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME

I Mr. Kudariya Harish Ashok Kumar Age 30 Years Occupation Service, residing at Flat No 602, A-7 Dalen Building Charms City, Titwala West -421605.



0008



क्र. १७५-१७५/२०२४  
फक्त न्यायिकासाठी

मुद्रांक विकत घेणाऱ्याचे नाव KUNO SANTOSH PANE M. G. MARG, DADAR EW MUMBAI

मुद्रांक विकत घेणाऱ्याचे रहिवासी पत्ता M. G. MARG, DADAR EW MUMBAI

मुद्रांक विक्रीबाबतची नोंद वही अनु क्रमांक १७५ १७५

मुद्रांक विकत घेणाऱ्याची सही [Signature] परवानाधारक [Signature] १७५

परवाना क्रमांक ८००००९०

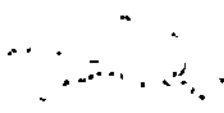
मुद्रांक विक्रीचे नाव/पत्ता श्री कल्पेश प्रेमजी गाला

शॉप नं ४, शांभुदेव विल्डींग, ७९ मणीनदास मास्टर रोड, फोर्ट, मुंबई - ४०० ००४

शासकीय कार्यालय/संस्थानासाठी प्रसिद्ध झालेले मुद्रांक कागदाची आवश्यकता नाही (शासन आदेश दि. ०१/०७/२००४) नुसार

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्यांच्या मुद्रांकासाठी ३० दिवसांच्या आत मुद्रांक खरेदी केल्यापासून ६ महिन्यांत यापुढील मुद्रांक खरेदी करणे बंद राहिले आहे.

= 3 JUN 2024





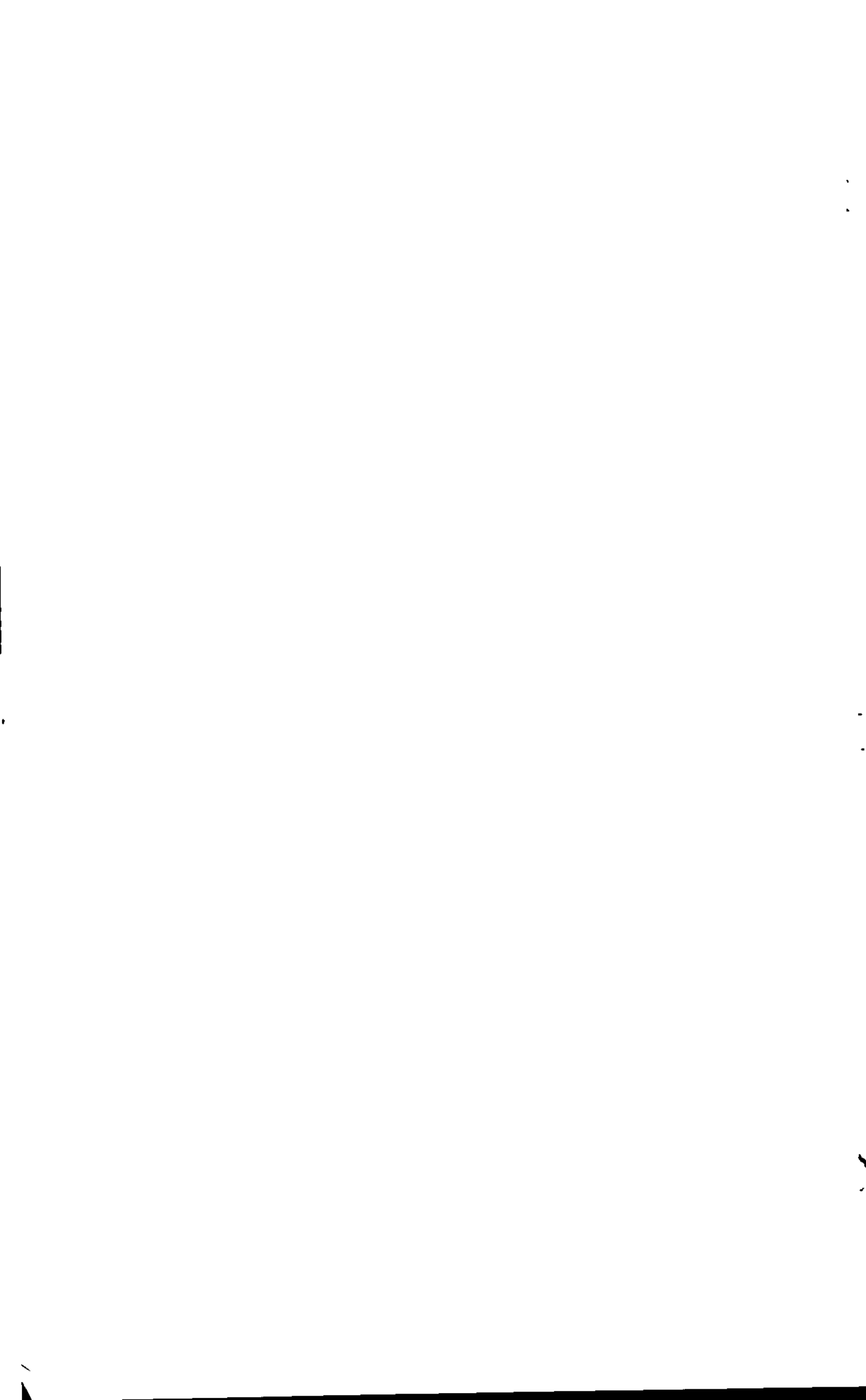
WHEREAS, State Bank of India Kalyan RACPC (hereinafter referred to as SBI) sanctioned / agreed to sanction Home Loan to me/us to an extent of Rs. 20,00,000/- (Twenty Lakh only) for purchase/ acquisition of the property more particularly described in the Schedule hereunder (hereinafter referred to as "Schedule Property") vide Sanction Letter No ..... Dated .....

WHEREAS I/We require to execute necessary documents to avail the Home Loan in terms of the aforesaid sanction and bound to create mortgage in respect of the Schedule Property by way of Mortgage (Mortgage by Memorandum of deposit of Title Deeds/ Simple Mortgage) and do other acts necessary to create security in favour of the Bank.

WHEREAS I/We will be proceeding abroad/ are staying continuously at abroad and therefore I/We will be personally unable to be present and execute the documents and create security in favour of SBI as per the terms of the sanction. As I/We will not be personally present to execute the documents and to do the necessary acts required by SBI, it has become necessary to appoint a fit and proper person to act as an attorney to act on my/our behalf to do all necessary acts and things in connection with the aforesaid.

NOW KNOW BY THESE PRESENTS that I/We, the said Mr. Kudariya Harish Ashok Kumar do hereby nominate and constitute and appoint Mrs. Arpita Harish Kudariya, Age 30 yrs, Occupation: Housewife, R/o. Flat No 602, A-7 Dalen Building Charms City, Titwala West -421605. whose photograph is pasted below as my/ our true and lawful attorney for me/ us in the name and on behalf of myself/ ourselves for the purposes hereinafter expressed i.e., to say, to do, exercise, execute and perform all or any of the acts, deeds and things in connection with the above referred Home Loan in favour of SBI in my/our name and for and on my/ our behalf in such form as SBI may require and lodge the documents with appropriate statutory/ administrative or other authorities wherever necessary.

- To appoint Advocates, Solicitors in connection with the above and pay their remuneration.
- To deposit the original title deeds with respect to the Scheduled Property to SBI with an intention to create security thereon as and by way of mortgage by deposit of title deeds and to make a statement to the above effect while delivering the title deeds for and on my/our behalf and subsequently confirm such deposit of title deeds to SBI.
- To apply for, appear and obtain necessary clearance and/ or permission from the concerned authorities with respect to the Scheduled Property in connection with the above referred Home Loan and submit the same to the Bank wherever necessary.







IA \*  
RY

To do all the necessary things and acts in connection with and/or incidental to the above stated matters which my/our attorney deems fit and necessary to effectuate the aforesaid.

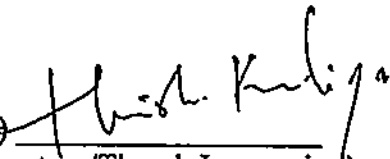
I, the above named Kudariya Harish Ashok Kumar do hereby agree and undertake to ratify and confirm all and whatsoever my said attorney shall lawfully do or cause to be done in and by virtue of these presents.

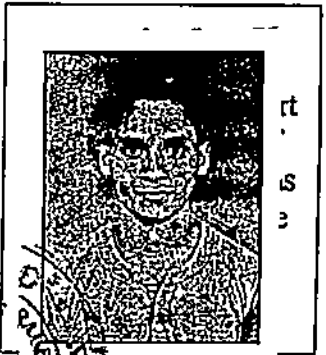
SCHEDULE OF PROPERTY

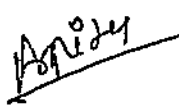
Flat No. 902, 9<sup>th</sup> Floor, Marathon Neopark Ashoka A wing, Tulshet Pada Bhandup west- 400078.

IN WITNESS WHEREOF, I/We, he above named have hereunto set my / our respective hands on this 21st June 2024.

Signed, sealed by the within named  
Signature(s)

1) Mr. Kudariya Harish Ashok Kumar   
(Signature/Thumb Impression)




2) Mrs. Arpita Harish Kudariya )   
(Signature/Thumb Impression)



Before Me,



BEFORE ME

  
RAMBAHADUR YADAV B.Sc., LL.B  
ADVOCATE AND NOTARY  
8/13, Zojwala Shopping Centre,  
Sahajanand Chowk, Kalyan (W), Dist.Thane.  
Sr. No. K/11/1953

22 JUN 2024



391/6541

पावती

Original/Duplicate

Saturday, March 26, 2022

नोंदणी क्र.: 39म

3:32 PM

Regn.: 38M

पावती क्र.: 7002 दिनांक: 26/03/2022

गावाचे नाव: भांडुप

दस्तऐवजाचा अनुक्रमांक: करल4-6541-2022

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: हरीश अशोक कुमार कुडारिया

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1400.00

पृष्ठांची संख्या: 70

**DELIVERED**

एकूण:

रु. 31400.00

भाषणास मूळ दस्त, थंबनेल, प्रिंट, सूची-२ अंदाजे  
3:51 PM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक कुर्ला - 4

वाजार मुल्य: रु.2846736.816/-

मोबदला रु.3665574/-

घरलेले मुद्रांक शुल्क : रु. 183300/-

सह दुय्यम निबंधक कुर्ला - ४  
मुंबई उपनगर जिल्हा

1) देयकाचा प्रकार: DHC रकम: रु.1400/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 2403202204484 दिनांक: 26/03/2022

वॅकेचे नाव व पत्ता:

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

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH014895939202122E दिनांक: 26/03/2022

वॅकेचे नाव व पत्ता.

**DELIVERED**

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Pre-Registration summary(नोंदणी पूर्व गोपवात )

मूल्यांकन पत्रक ( राहती क्षेत्र - बांधीव )														
Valuation ID	202203264246			26 March 2022,03 28 21 PM करल ४										
मूल्यांकनाचे वर्ष	2021													
जिल्हा	मुंबई(उपनगर)													
मूल्य विभाग	121-भांडुप - कुर्ला													
उप मूल्य विभाग	121/554A पूर्वस गावदेवी रोड,पश्चिमेस गावाची हद्द ,उबरेस नाहूर गावाची हद्द, दक्षिणेस बरंबुर गावाची हद्द													
सर्व्हे नंबर./न.पू क्रमांक	सि टी एस नंबर 87													
वार्षिक मूल्य दर तज्ज्ञांनुसार मूल्यदर रु.														
पुस्तो जमीन	निवासी गटनिष्ठा	भासलतय	दुकाने	औद्योगिक	योजयानाचे एकक फौस मीटर									
47990	109640	121700	135630	109640										
बांधीव क्षेत्राची माहिती	24 728 फौस मीटर	विठ्ठलजीवा वास्त-	निवासी गटनिष्ठा	विठ्ठलजीवा प्रकल-	बांधीव									
बांधकाम धरा(Built Up)-	1-आर हो सी	विठ्ठलजीवा धरा-	0 TO 2रं	मूल्यदर/बांधकामाचा दर -	Rs 109640/-									
बांधकामाचे वर्गीकरण-	आहे	परस्ता -	5th floor To 10th floor											
उच्चाहन सुविधा-														
रस्ता समुख -														
Sale Type - First Sale														
Sale/Resale of built up Property constructed after circular dt.02/01/2018														
मरता निव्वच घट/घाट = 105% apply to rate= Rs.115122/-														
घसा-यानुसार विठ्ठलजीवा प्रति घौ मीटर मूल्यदर =(((वार्षिक मूल्यदर - पुस्त्या जमिनीचा दर ) * घसा-यानुसार टक्केवारी )+ पुस्त्या जमिनीचा दर )														
= ( ( (115122-47990) * (100 / 100) ) + 47990 )														
= Rs 115122/-														
A) मुल्य विठ्ठलजीवा मूल्य	= घासलतय मूल्य दर * विठ्ठलजीवा क्षेत्र													
= 115122 * 24 728														
= Rs 2846736 816/-														
<table border="1" style="float: right; margin-left: auto;"> <tr> <td colspan="3" style="text-align: center;">करल ४</td> </tr> <tr> <td style="text-align: center;">२४७२९</td> <td style="text-align: center;">९</td> <td style="text-align: center;">७०</td> </tr> <tr> <td colspan="3" style="text-align: center;">२०२२</td> </tr> </table>						करल ४			२४७२९	९	७०	२०२२		
करल ४														
२४७२९	९	७०												
२०२२														
एकवित्त अंतिम मूल्य = मुल्य विठ्ठलजीवा मूल्य + बांधकाम मूल्य + वेईलिंग वकालत क्षेत्र मूल्य + सारक्या प्रकारचे मूल्य + घटता गळीचे मूल्य + अंतिम बांधकाम मूल्य + पुस्त्या जमिनीचा दर + बांधकाम मूल्य + घटता गळीचे मूल्य + अंतिम बांधकाम मूल्य + वेईलिंग वकालत क्षेत्र मूल्य														
= A + B + C + D + E + F + G + H + I + J														
= 2846736 816 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0														
=Rs 2846736 816/-														

Home Print

*AMUL*  
 सह दुय्यम निबंधक कुर्ला -४  
 मुंबई उपनगर जिल्हा





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Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 2403202204484	Date 24/03/2022
Received from Marathon Nextgen Realty Limited, Mobile number 9819577422, an amount of Rs.1400/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R. Kurla 4 of the District Mumbai Sub-urban District.	
Payment Details	
Bank Name SBIN	Date 24/03/2022
Bank CIN 10004152022032403772	REF No. 208310545438
This is computer generated receipt, hence no signature is required.	

करल ४		
२५२९	२	५०
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CHALLAN  
MTR Form Number-6

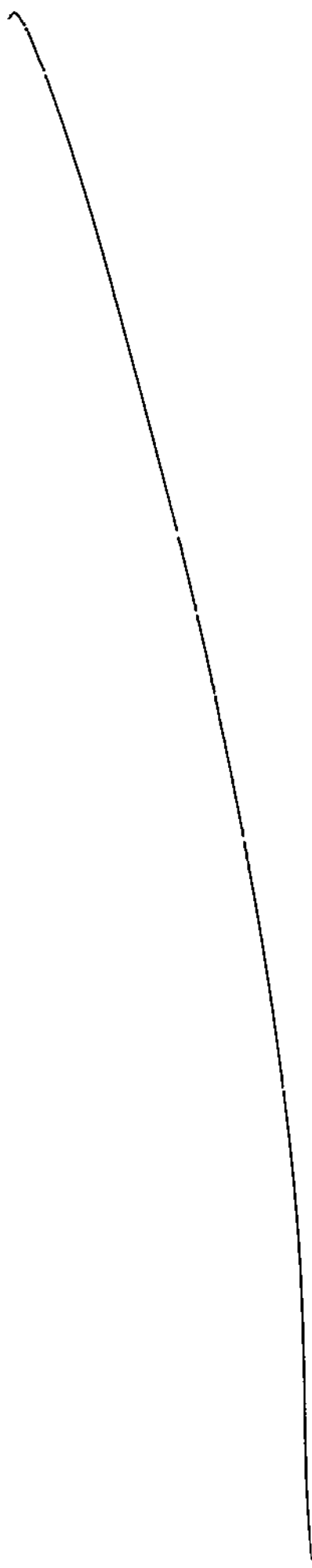
करल ४		
६५९९	३	६०
२०२२		

GRN	MH014895939202122E	BARCODE	Date		20/03/2022-18 39 27	Form ID	25 2
Department	Inspector General Of Registration		Payer Details				
Type of Payment	Stamp Duty Registration Fee		TAX ID / TAN (If Any)				
			PAN No (If Applicable)	EHXPK0969N			
Office Name	KRL4_JT SUB REGISTRAR KURLA NO 4		Full Name	HARISH ASHOK KUMAR KUDARIYA AND OTHERS			
Location	MUMBAI		Flat/Block No	FLAT NO 902 A WING MARATHON NEOPARK			
Year	2021-2022 One Time		Premises/Building	ASHOKA TULSHETPADA			
Account Head Details		Amount In Rs.	Road/Street	NEAR TULSHETPADA BUS STOP BHANDUP WEST			
0030045501	Stamp Duty	183300 00	Area/Locality	MUMBAI			
0030063301	Registration Fee	30000 00	Town/City/District				
			PIN	4 0 0 0 7 8			
			Remarks (If Any)	PAN2=AAACP8032E~SecondPartyName=MAHARAJA REALTY LIMITED-CA=3665574			
			Amount In	Two Lakh Thirteen Thousand Three Hundred Rupees On			
			Words	ly			
Total	2,13,300 00						
Payment Details	IDBI BANK		FOR USE IN RECEIVING BANK				
Cheque-DD Details		Bank CIN	Ref No	69103332022032010657		708944109	
Cheque/DD No		Bank Date	RBI Date	20/03/2022-18 41 51		Not Verified with RBI	
Name of Bank		Bank-Branch		IDBI BANK			
Name of Branch		Scroll No , Date		Not Verified with Scroll			



Department ID: \_\_\_\_\_ Mobile No: 9167835677  
NOTE - This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
सदर चलान पोषल दुष्यम निराधक कार्यालयात नोदणी करावयाच्या दस्तांसाठी लागू आहे. नोदणी न करावयाच्या दस्तांसाठी सदर चलान लागू झाली.

*Harish Ashok Kudariya*  
M/11/11



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### AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made at ~~Mumbai~~ this 21<sup>st</sup> day of March, 2022  
BETWEEN

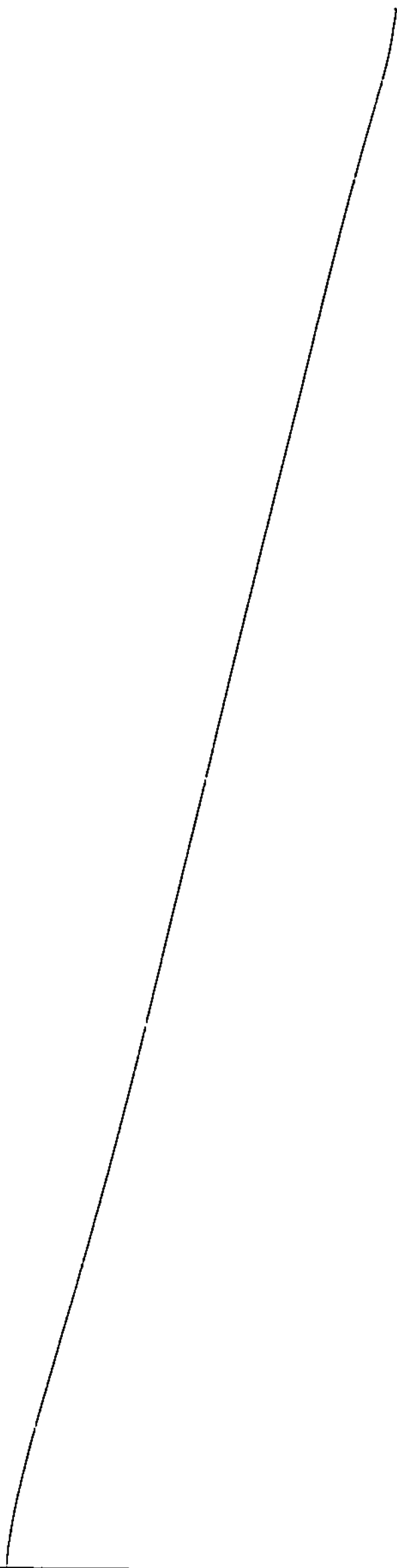
Marathon Nextgen Realty Limited, a Private Limited Company registered under the provisions of Companies Act, 1956 and deemed existing under the provisions of the Companies Act, 2013, having its registered office at Marathon Futurex, N M Joshi Marg, Lower Parel, Mumbai-400 013, hereinafter referred to as "the Promoter" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the One Part;

AND

Mr. Harish Ashok Kumar Kudariya, Mrs. Arpita Harish Kudariya and Mrs. Laxmidevi Ashok kumar Kudariya, residing/having addresses at Room No. 1/1, Vasant Niwas, Nanavadi, Tulshetpada Lake Road, BMC School, Bhandup ( West), Mumbai-400078, Maharashtra, hereinafter referred to as "the Allottee/s", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns) of the Other Part.

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

*[Handwritten signatures]*  
 Mr. Harish Ashok Kumar Kudariya  
 Mrs. Arpita Harish Kudariya  
 Mrs. Laxmidevi Ashok kumar Kudariya



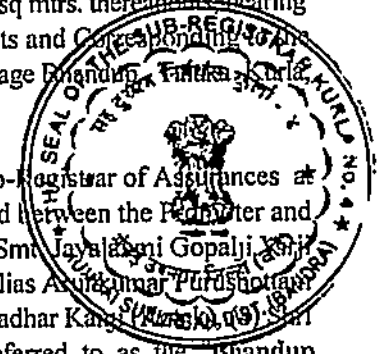
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WHEREAS:

A. TITLE.

The details pertaining to the title/rights/entitlement of the Promoter to the said Larger Land are as follows:

- i. The Promoter is entitled to all those pieces and parcels of land or ground admeasuring 4147 sq.mtrs. bearing Survey No 166(Part) corresponding to old CTS No.87(Part) and new CTS No.87D(Part) lying, being and situate at Village Bhandup, Taluka Kurla, within Registration District and Sub-District of Mumbai together with structures standing thereon and more particularly described in the First Schedule hereunder written (hereinafter referred to as "the said Larger Land") and delineated by Red colour boundary line on the Layout Plan is annexed hereto and marked as Annexure "2".
- ii The Owners Shri Pratapsinh Shoorji Vallabhdas & 8 Ors were, well and sufficiently entitled to the said Larger Land *inter alia* all that piece and parcel of land and ground total admeasuring 5435 sq mtrs. thereabouts bearing Survey No 166(Part) corresponding to CTS No. 87(Part) admeasuring 909 Sq.mts and Corresponding to the CTS No. 87(Part) admeasuring 4526 Sq.mts lying, being and situated at Village Bhandup, Taluka Kurla, Registration District and Sub-District of Mumbai and Mumbai Suburban
- iii By a Development Agreement dated 19<sup>th</sup> November, 2016 registered with Sub-Registrar of Assurances at Kurla-3, under Serial No KRL3-9259-2016 on 19<sup>th</sup> November, 2016 is executed between the Promoter and (1)Shri Pratapsinh Shoorji Vallabhdas, (2)Shri Dilipsinh Shoorji Vallabhdas, (3) Smt. Jayalaxmi Gopalji Virji Ganatra, (4) Smt. Damyanti Virji Alias Smita Shivaji Thakkar, (5) Shri Kalyanji Alias Anilkumar Purushottam (Thakkar), (6) Smt. Saraswati Pralhadrai Kheraj (Thakkar), (7)Smt. Damayanti Liladhar Kars (Thakkar), (8) Shri Vasantkumar Purushottam (Thakkar), (9) Shri Raja Babulal Majethia therein referred to as the "Bhandup Milkatich Malak" of the First Part, and one Matrix Waste Management Private Limited, therein referred to as the "Matrix" of the Second Part and Marathon Nextgen Realty Limited therein referred to as the "Developer" as Party of the Third Part and herein referred to as "Promoter", the Bhandup Milkatich Malak granted the Development Rights with respect to the land admeasuring 5435 square meters bearing Survey No.166(Part) corresponding to CTS No.87(Part) admeasuring 909 Sq mts. and Corresponding to the CTS No.87(Part) admeasuring 4526 Sq.mts lying, being and situated at, Village Bhandup, Taluka Kurla, Registration District and Sub-District of Mumbai and Mumbai Suburban in favour of Marathon Nextgen Realty Limited Bhandup Milkatich Malak have also executed the Power of Attorney dated 19<sup>th</sup> November, 2016 registered with Sub-Registrar of Assurances at Kurla-3, under Serial No.KRL3-9260-2016 on 19<sup>th</sup> November, 2016 wherein Bhandup Milkatich Malak have given all powers to Marathon Nextgen Realty Limited for Development of the abovementioned Land
- iv Subsequently, by a Deed of Conveyance dated 7<sup>th</sup> September, 2021 registered with the Sub-Registrar of Assurances at Kurla-4 bearing Serial No KRL4-16445-2021 dated 7<sup>th</sup> September, 2021 entered into by and between 1) Shri Pratapsinh Shoorji Vallabhdas (since deceased) his legal heirs (1A) Shri. Aditya Pratapsinh Shoorji, (1B) Smt. Medha Hemant Banker and (1C) Smt. Puma Jatin Sheth, (2) Shri Dilipsinh Shoorji Vallabhdas, (3) Smt. Jayalaxmi Gopalji Virji Ganatra, (4) Smt. Damyanti Virji alias Smita Shivaji Thakkar (since deceased) her legal heir Smt. Shrushti Shailesh Buch, (5) Shri Vasantkumar Purushottam (Thakkar) and (6) Shri Raja Babulal Majethia therein referred to as 'Vendors' of the One Part, Matrix Waste Management Private Limited therein referred to as 'Matrix' of the Second Part and Marathon Nextgen Realty Limited therein referred to as "Purchaser" of the Third Part and herein referred to as 'Promoter', the Vendors have sold and conveyed all their respective undivided share, right, title and interest on a piece and parcel of land admeasuring about 5435 sq mtrs, bearing Survey No 166(Part) corresponding to old CTS No 87(Part) and New CTS No.87/A admeasuring 977.50 Sq mts. and old CTS No.87(Part) and new CTS No 87D(Part) admeasuring about 4457.50 Sq mts together with structures standing thereon, on the terms and conditions as mentioned therein in favour of the Purchaser.
- v. The Promoter is undertaking the development of the area admeasuring about 4147 sq.mt. being the portion of the land admeasuring about 5435 sq mtrs
- vi By a Gazette Notification bearing reference No SLM/IMP/CA/1/4 dated 31<sup>st</sup> August, 1977 published in the Maharashtra Government Gazette on 15<sup>th</sup> September, 1977, wherein the Deputy Collector (ENC) and Competent Authority Kurla-I has declared the said Larger Land as Slum Area under Section 4(1) of the Maharashtra Slum Areas (Improvement, clearance and Redevelopment) Act, 1971
- vii The slum dwellers on the said Larger Land formed themselves into a Society known as 'Shri Ganesh (S.R A)



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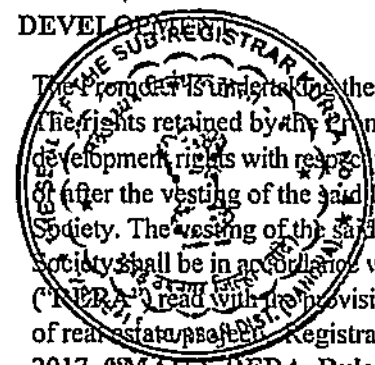
Sahakar Grihanirman Sanstha (Proposed) and also given their Common Consent to the Promoter for development of the said Larger Land in accordance with the Slum Act and Development Control Regulations 33(10) for Municipal Corporation of Greater Mumbai and amendments made in respect thereof.

**B. APPROVALS/PERMISSIONS.**

- i. The Dy. Collector (Encroachment/Removal) and Competent Authority, Bhandup has issued Annexure-II and supplementary Annexure-II dated 1 6.2018, 30 07.2019, 04.11.2019, 06 10 2020, 14 10.2020, 15 07 2021 and 30.07.2021 respectively, which is revised from time to time
- ii. The Slum Rehabilitation Authority ("SRA") has granted its approval for Slum Rehabilitation Scheme on the said Larger Land under the provisions of Regulation 33(10) of the DCR, and has issued a Letter of Intent ("LOI") bearing No.S/PVT/0143/20171213/LOI dated 5<sup>th</sup> May, 2021 in favour of the Promoter on the terms and conditions more particularly stated therein and amended/revised from time to time. The copy of the LOI is annexed hereto and marked as Annexure "3". The details of revised/amended LOI are more particularly mentioned in Annexure "6".
- iii. The SRA has issued Intimation of Approval ("IOA") bearing no SRA/ENG/S/PVT/0143/20171213/AP/C dated 20<sup>th</sup> May, 2021, for Composite Building in favour of the Promoter which is revised/ amended from time to time Copies of IOA are annexed hereto and marked as Annexure "4" (Colly.) The details of amended IOA are more particularly mentioned in Annexure "6".
- iv. The SRA has issued Commencement Certificate ("CC") bearing No SRA/ENG/S/PVT/0143/20171213/AP/C, dated 10<sup>th</sup> August, 2021 in respect of the Composite Building subject to terms and conditions stated therein and amended/revised from time to time A copy of CC is annexed hereto and marked as Annexure "5". The details of revised/amended approvals/permissions are more particularly mentioned in Annexure "6".

**C DEVELOPMENT**

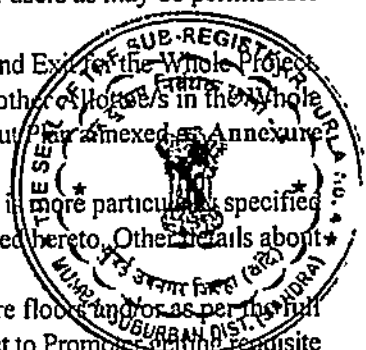
- i The Promoter is undertaking the development of the Larger Land in a phase-wise manner.
- ii The rights retained by the Promoter under this Agreement in terms of exploitation of the present and future development rights with respect to the said Larger Land shall continue even after the execution of this Agreement after the vesting of the said Land/said Larger Land, Building or Wing or any part thereof in favour of the Society. The vesting of the said Land/said Larger Land, Building or Wing or any part thereof in favour of the Society shall be in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("MAHA RERA Rules") It is specifically clarified that the rights over unsold units/Premises and unallotted car parks shall be exclusively with the Promoter even after any land/building/ wing or any part thereof has been vested in favor of the Society and the same shall be governed by provisions of RERA and MAHA RERA Rules.
- iii Copy of the Title Certificate dated 18<sup>th</sup> January, 2022 issued by Adv Prasanna Tare certifying the right/entitlement of the Promoter is annexed hereto and marked as Annexure "8" ("Title Certificate")
- iv As per SRA norms, the Promoter shall construct one Composite Building comprising of three Sale Wings and one Rehab Wing The said Composite Building is comprising of Sale Building known as 'Marathon Neopark Ashoka' ("Sale Building") having three wings namely 'Marathon Neopark Ashoka Wing A' and 'Marathon Neopark Ashoka Wing B', 'Marathon Neopark Ashoka Wing C' and one Rehab Wing 'D'
- v The development of a Sale Building known as 'Marathon Neopark Ashoka' is a phase of the Whole Project known as 'Marathon Neopark'. The building known as 'Marathon Neopark Ashoka Wing A' ("said Building") is being constructed on land admeasuring about approximately 5184.09 square meters being the portion of the Larger Land ("said Land") and is more particularly specified in the Second Schedule hereunder written and proposed as a "Real Estate Project" by the Promoter and has been registered as a 'Real Estate Project' to be known as 'Marathon Neopark Ashoka Wing A' ("the Real Estate Project") with the Real Estate Regulatory Authority ("Authority"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("MAHA RERA Rules"). The description of the said Building/Real Estate Project is more particularly mentioned in the Annexure "10" annexed hereto The Authority has duly issued the Certificate of Registration No.P51800031073 ("RERA Certificate") for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as Annexure "13" hereto. The details of the RERA Certificate is more particularly mentioned in Annexure "10" annexed hereto
- vi The Promoter has presently got building plans sanctioned for construction of the said Building/Real Estate Project in the said Larger Land as more particularly mentioned in Annexure "10" annexed hereto



*[Handwritten signatures and initials]*

Building/Real Estate Project to be  
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- vii The Promoter would sell the various Premises comprised in the said Building/Real Estate Project to be constructed/nor under construction on the said Land to interested persons on ownership basis.
- viii Pursuant to the sanctioned plans as amended from time to time, the Promoter will commence/has commenced construction on the said Larger Land, as may be sanctioned by the concerned authorities from time to time in accordance with the building rules and regulations and such other laws, rules and regulations as may be in force at present and/or at any time hereafter and also subject to such terms and conditions as may be imposed by the Competent Authority.
- ix The Promoter has also informed the Allottee/s and the Allottee/s is/are aware that the Promoter is proposing to construct upper floors of the said Building, resulting in an overall height of 22 or more upper habitable floors of the said Building and/or as per the full potential available. The details of the sanctioned number of floors of the said Building is as more particularly specified in Annexure "10" annexed hereto.
- x The Promoter shall hand over the Road set back area/DP Road to the Concerned Authority which is more particularly shown in grey color in the Layout Plan is annexed hereto as Annexure "2". The portion of the said Larger Land left over after handing over to the MCGM or statutory authority only would be available for development.
- xi The nature of development of the said Larger Land may constitute a mixture of users as may be permissible under applicable law from time to time.
- xii The Allottee/s is/are informed and is/are aware that there will be common Entry and Exit for the Whole Project. The Allottee/s shall share these common Entry and Exit gates/space with the other of Allottee/s in the Whole Project. The common entry and exit for the Whole Project are shown in the Layout Plan annexed as Annexure "2"
- xiii The principal and material aspects of the development of the Real Estate Project is more particularly specified in Annexure "10" ("Larger Land and Real Estate Project Details") annexed hereto. Other details about the Real Estate Project, are briefly stated below.-
  - a The Promoter has informed to the Allottee(s) that 22 habitable floors or more floors and/or as per the full potential available, are proposed to be constructed on the said Building, subject to Promoter's requisite FSI and Approval to construct the total number of floors proposed. The Allottee(s) is aware that if the Promoter does not obtain the required FSI or approval, then the number of floors proposed to be constructed on the said Building will be lower than the proposed floors. The Allottee(s) has/have agreed to acquire the said Premises considering the number of floors of the said Building being anywhere between sanctioned floor of the said Building to 22<sup>nd</sup> Floor or above and thus the last habitable floor of the said Building can be sanctioned floor of the said Building or anywhere above sanctioned floor of the said Building. The Allottee(s) has/have made informed decision to acquire the said Premises considering the said Building having minimum floor or maximum floor.
  - b The Real Estate Project shall comprise of units/premises consisting of residential flat/s/premises/shops and offices
  - c The details of the Sanctioned and Proposed FSI for consumption in the construction and development of the said Building are specified in Annexure "10" ("Larger Land and Real Estate Project Details"). The Promoter proposes to eventually consume Proposed FSI in the construction and development of the said Building on account of additional FSI, over and above the sanctioned FSI, could be utilized by the Promoter on account of the increase in the Floor Space Index in the locality or Floor Space Index available by paying premium or price to authorities or additional Floor Space Index becoming available on account of acquisition of Transferable Development Rights (TDR), fungible FSI or TDR that may be available due to development of amenity space, amalgamation of land parcels, change in the DC Regulations or revised/New DC Regulations or other provisions under which additional FSI shall be made available to the development.
  - d The common areas, facilities and amenities in the said Building that may be usable by the Allottee/s are listed in the Fourth Schedule hereunder written ("said Building Amenities")
  - e The Allottee/s is/are aware and informed that the Promoter is proposing to develop the said Larger Land in a phase-wise manner and the Allottee/s is/are also aware and informed that the Promoter may propose some amendments in the sanctioned plans, layout plan and the building plans in respect of the said Land and/or the Larger Land. The Allottee/s has/have perused and/or been provided with copies of sanctioned plans for the development of the said Land and the Larger Land. The Promoter, at his option, may decide to subsequently or simultaneously develop the adjoining lands and may amalgamate with the Larger Land and/or to amalgamate/further sub-divide inter-alia the said Larger Land with the other portion of the Land which may result in the amendments and/or revisions and/or modification of the sanctioned plan and the Building Plans and/or the re-location of the recreations and amenities without affecting the location, area or dimension of the said Premises. However, the aggregate recreational space admeasuring for the said Larger Land shall remain unchanged.








- The Promoter proposes to develop the said Larger Land in phases and may amalgamate and/or sub-divide various layouts with the layout as furnished for the development of the said Larger Land. The Allottee/s has/have examined the layout and has/have confirmed that any amendment to the layout of the said Land or the said Larger Land or any part thereof at any time in future, whether by way of amalgamation or sub-division and/or in any manner whatsoever, shall be permissible and the nature of the scheme and the development to be undertaken by the Promoter would be required and shall not be objected to by the Allottee/s individually or jointly with others.
- g The details of formation of the Society and, conferment of title are more particularly specified in this Agreement.
- h. The above details along with the annexures to the RERA Certificate, are available for inspection on the website of the Authority at "[https //maharera.mahaonline.gov in](https://maharera.mahaonline.gov.in)".
- xiv The Promoter would be entitled to aggregate any contiguous land parcel with the development of the Larger Land, as provided under the Proviso to Rule 4(4) of the MAHARERA Rules
- xv The Promoter may propose to merge this SRA scheme sanctioned in respect of the said Larger Land with another SRA scheme as per the SRA norms. The Promoter retains the right to merge the existing SRA Scheme with the other projects of the Promoter as permissible under applicable provisions of the DCPR/SRA without adversely affecting the rights or privileges of the Allottee/s under this Agreement and the Allottee/s understands the same and has/have specifically consented for the same as required under Section 14(2)(ii) or any other applicable provision of RERA.
- xvi The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the Larger Land, in full or in part, as may be required by the applicable law from time to time.
- xvii The Allottee/s has/have expressed a desire to acquire Premises more particularly mentioned in Third Schedule hereunder written and also in Annexure "12" ("Premises and Transaction Details") (hereinafter referred to as the said "Premises"), being constructed by the Promoter on the said Land, and the Promoter has explained to the Allottee/s that the acquirers of Premises in the said Building shall have no claim to any part of other wings, such acquirers of Premises in the said Building shall limit their claims only to the Premises agreed to be acquired by them and the land underneath the Building in which the Premises is comprised to the extent referred to herein and shown on the floor plan. A copy of the Sanctioned Floor Plan is annexed hereto and is called as Annexure "11".
- xviii The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is per the Agreement prescribed by the Council of Architects. The details of Architects are more particularly mentioned in Annexure "10" ("Larger Land and Real Estate Project Details").
- xix The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the said Building/Real Estate Project shall be under the professional supervision of the Architect and the Structural Engineer (or any suitable replacements/substitutes thereof) till the completion of the Real Estate Project.
- xx The Promoter has the right to sell the said Premises in the Real Estate Project/said Building to be constructed by the Promoter, and, to enter into this Agreement with the Allottee/s of the said Premises to receive the Sale Consideration in respect thereof.
- xxi The Allottee/s has/have, prior to the date hereof, examined a copy of the RERA Certificate and has/have caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee/s has/have agreed and consented to the development of the said Land/Larger Land. The Allottee/s has/have also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.
- xxii On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents relating to the Larger Land and the plans, designs and specifications prepared by the Promoters' Architects and of such other documents as are specified under the RERA Act and the Rules and Regulations made thereunder including inter-alia the following-
- a Sanctioned plans, layout plans, building plans, floor plans, LOI, IOA, C C etc
- b Title documents recited hereinabove by which the Promoter has acquired the right and entitlement to develop the said Larger Land.

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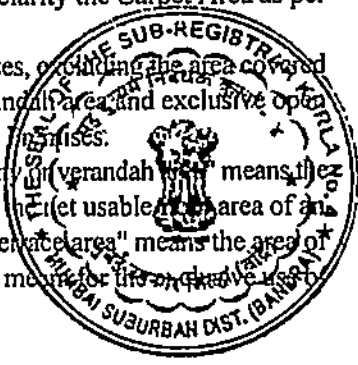
- c The authenticated copies of the Property Register Card with respect to the said Larger Land, which are annexed and marked as Annexure "7" hereto;
- d The authenticated copy of the Sanctioned Floor Plan of the said Premises is annexed and marked as Annexure "11" hereto

xxiii The Allottee/s enters into this Agreement after seeking legal advice on the various clauses and the rights retained by the Promoter under this Agreement.

xxiv The Promoter is the Owner/Developer of the said Larger Land and by virtue of the Slum Rehabilitation Scheme sanctioned by the Slum Rehabilitation Authority have the sole and exclusive right to sell the Premises in the said Real Estate Project/Building under construction by the Promoter on the said Land and to enter into Agreements with Allottee(s) of the Premises and to receive the Sale consideration in respect thereof.

xxv The carpet area of the said Premises as defined under the provisions of RERA, is as more particularly specified in Annexure "12" ("Premises and Transaction Details"). For the sake of clarity the Carpet Area as per RERA is as defined below:-

The Carpet Area (as per RERA) means the net usable floor area of an Premises, including the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Premises.  
 Explanation — For the purpose of this clause, the expression "exclusive balcony or verandah" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Premises, meant for the exclusive use of the Allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an Premises, meant for the exclusive use of the Allottee.



xxvi The Promoter has obtained approvals from the Slum Rehabilitation Authority to the plans of the said Building/Real Estate Project and shall obtain further approvals from the concerned authorities from time to time.

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

xxviii The Promoter has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase and acquire from the Promoter, the said Premises, at or for the consideration as more particularly specified in the Annexure "12" ("Premises and Transaction Details") and upon the terms and conditions mentioned in this Agreement ("Sale Consideration"). Prior to the execution of these presents, the Allottee/s has/have paid to the Promoter part payment of the Sale Consideration of the Premises agreed to be sold by the Promoter to the Allottee/s as advance payment (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) as has been more particularly specified in Annexure "1".

xxix The Sale Consideration amount mentioned herein was agreed between the Allottee/s and the Promoter on receipt of the initial payment. The agreed consideration may be higher than the market value for stamp duty payable on the date of the payment decided between the Parties. The stamp duty paid on this instrument may be different than the consideration for reason of it being executed at a later date than the initial agreement/payment as above.

xxx Under Section 13 of the RERA the Promoter is required to execute a written Agreement for Sale of the said Premises with the Allottee/s, being in fact these presents, and to also register the same under the Registration Act, 1908.

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

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

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

2. Construction.

*[Handwritten signatures and initials]*

i. The Promoter shall construct the Real Estate Project in accordance with the plans, designs and specifications as referred hereabove, and as may be approved by the Concerned Authority or any other appropriate approving authority from time to time. The details of the Real Estate Project are more particularly specified in Annexure "10" annexed hereto ("Larger Land and Real Estate Project Details") The said Building shall have the common areas, facilities and amenities that may be usable by the Allottee/s and are listed in the Fourth Schedule hereunder written

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

- ii. The Allottee/s consents and acknowledges that the Promoter will be entitled to develop the said Larger Land as per the Layout Plan and make necessary applications to all concerned authorities and obtain all necessary approvals and permission and undertake all necessary acts, deeds, matters and things required for the purpose. The Promoter will accordingly be entitled to submit applications and obtain approvals for all building plans and other plans as per the Layout Plan
- iii. The Proposed Future Development is tentative and the Promoter will be entitled to make changes thereto from time to time as required by the Concerned Authorities/Law.

### 3 Purchase of the Premises and Sale Consideration:

- i. The Allottee/s hereby agree/s to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee/s, the said Premises for the Sale Consideration as more particularly specified in the Annexure "12" ("Premises and Transaction Details"). The entire details in respect of the said Premises including the carpet area in square meters as per the provisions of RERA, floor of Building and Consideration value of the Premises is as more particularly specified in the Annexure "12" ("Premises and Transaction Details"). The said Premises is shown in the Sanctioned Floor Plan annexed and marked as Annexure "11" hereto
- ii. The Allottee/s has/have paid before execution of this Agreement an amount more particularly specified in the Annexure "12" annexed hereto as part payment of the Sale Consideration and hereby agree/s to pay to the Promoter the balance amount of Sale Consideration as per the payment schedule is more particularly specified in the Annexure "12". The Receipt of the amounts paid by the Allottee/s to the Promoter has been annexed hereto
- iii. In accordance with the progress of construction of the said Building/Real Estate Project by the Promoter and the issuance by the Promoter to the Allottee/s of notice intimating the Allottee/s about the stage-wise completion of the said Building/Real Estate Project as detailed in the payment schedule (the payment at each stage is individually referred to as "the installment" and collectively referred to as "the installments") The payment of the Installments shall be made by the Allottee/s within 15 (fifteen) days of the Promoter making a demand for the payment of the respective installment, time being of the essence.
- iv. U/s.194 IA of Income Tax Act, 1961, the Allottee/s is/are required to deduct 1% TDS on payment when the consideration of the said Premises exceed to Rs.50 Lacs and issue the Promoter form 16B about such deductions. The Allottee/s shall pay the TDS against the installment of Sale Consideration and Other Charges to the Promoter and the Promoter shall deposit the TDS in the concerned government account on behalf of the Allottee/s
- v. It is clarified that Sale Consideration shall be payable by the Allottee/s by depositing in the Bank Account for the Real Estate Project, the details of the Bank Account are more particularly specified in the Annexure "12" ("Premises and Transaction Details") is annexed hereto and the same shall be used by the Promoter as per the provisions of RERA and MAHA RERA Rules.
- vi. The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Property Tax, CGST and SGST, TDS and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said Premises and/or this Agreement) It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including CGST and SGST, TDS and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee/s alone and the Promoter

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shall not be liable to bear or pay the same or any part thereof Further details about the total taxes to be paid by the Allottee/s for his/her/their Premises is as specified in the Annexure "11" ("Premises and Transaction Details") annexed hereto

#### 4. Escalation:

The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation/demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

#### 5. Variation Clause:

The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the completion of the said Real Estate Project is complete and the Occupation Certificate is granted by the concerned authority or any other appropriate approving authority from time to time, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent) The total Sale Consideration payable on the basis of the carpet area of the said Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area beyond the defined limit of 3% (three percent), then, the Promoter shall refund the excess money paid by the Allottee/s within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s If there is any increase in the carpet area allotted to the Allottee/s beyond the defined limit of 3% (three percent), the Promoter shall pay and additional amount from the Allottee/s towards Sale Consideration, which shall be payable by the Allottee/s prior to taking possession of the Premises It is clarified that the payments to be made by the Promoter/Allottee/s, as the case may be, under this Clause, shall be made at the same rate per square meter as agreed in Clause 3(i) of this Agreement and as more particularly specified in Clause No.IV in the Annexure "12" annexed hereto.

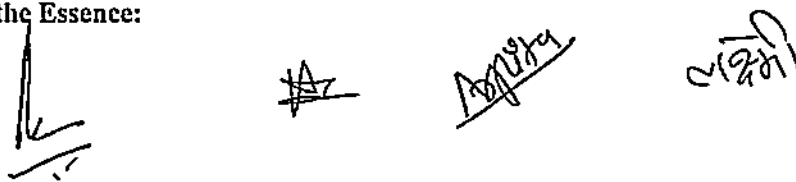
#### 6. Outstanding Dues:

- i. The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, including TDS, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner The rights of the Promoter under this clause are without prejudice to the rights and remedies of the Promoter under this Agreement and at law in case of the breach by the Allottee/s of any term of this Agreement.
- ii. If the Allottee/s enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed in Clause No 3(iii) above and in accordance with the payment schedule more particularly specified in Annexure "12" and as mentioned in this Agreement (which will not absolve Allottee/s of its responsibilities under this Agreement)
- iii. The Promoter shall be entitled to securitize the Sale Consideration and other amounts payable by the Allottee/s under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other amounts payable by the Allottee/s under this Agreement or any part thereof Upon receipt of such intimation from the Promoter, the Allottee/s shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated

#### 7. Assurances

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned authority or any other appropriate approving authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Allottee/s, obtain from the concerned authority or any other appropriate approving authority, the Occupation Certificate or Completion Certificate in respect of the said Premises.

#### 8. Time is of the Essence:

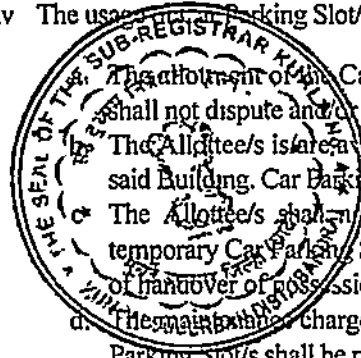


Time of the essence for the completion of the Real Estate Project and handing over the Premises to the Allottee/s after receiving the Part Occupation Certificate/ Occupation Certificate and/or Completion Certificate in respect thereof and the common areas, facilities and amenities in the said Building that may be usable by the Allottee/s are listed in the Fourth Schedule hereunder written
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Similarly, the Allottee/s shall make timely payments of all installments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

#### 9 Car Parking Slot/s:

- i. The Allottee/s has/have requested the Promoter to allot NIL number of car parking slot/s to the Allottee/s. On the request of the Allottee/s, the Promoter hereby agrees to allot to the Allottee/s NIL number of mechanical stackable/puzzle car parking slot/s ("Car Parking Slot/s") as per availability. The details about the nature of car parking slot/s number/s, location of the car park/s, car parking number/s shall be separately communicated to the Allottee/s at the time of handing over of possession of the said Premises
- ii. The Allottee/s is/are further aware that, the Promoter has not allotted the car parking slot/s to those Allottees who have not requested for the allotment of car parking slot/s and hence those allottees are not entitled to use Car Parking Slot/s. The clauses relating to car parking are applicable only to those allottees who have applied for car parking.
- iii. The entire development will take place in a phase-wise manner. On handover of the premises to the Allottee/s it is possible that the Allottee/s may not get car parking which is allotted to him/her under this Agreement. In such case, the Allottee/s agrees that, at the time of handover of possession of the said Premises temporary car parking may be allotted to the Allottee/s and permanent car parking will be allotted subsequently. At the time of allotment/handover of the permanent car parking the Allottee/s undertakes to simultaneously handover the temporary car parking to the Promoter without any delay or demur
- iv. The usage of Car Parking Slot/s if allotted by the Promoter in favour of the Allottee/s shall be governed as follows



- a. The allotment of Car Parking Slot/s shall be at the sole discretion of the Promoter and the Allottee/s shall not dispute and/or object the same for any reason whatsoever
- b. The Allottee/s is/are aware that the Promoter has proposed car parking in Basement and Stilt area of the said Building. Car Parking Slot/s will be Mechanical Stackable/Puzzle
- c. The Allottee/s shall not raise any objection or refuse to take possession of the Premises alongwith temporary Car Parking Slot/s for the reason of non-availability of permanent Car Parking Slots/s at the time of handover of possession of the said Premises
- d. The maintenance charges and local taxes allocated to such temporary Car Parking Slot/s or Permanent Car Parking Slot/s shall be paid by the Allottee/s.
- e. The said Car Parking Slot/s shall be utilized for parking the Allottee's own light motor vehicle only and shall not be used for parking of any other vehicle or for any other purpose whatsoever
- f. The Allottee/s acknowledges that Promoter shall provide Car Parking Slot/s for normal Light Motor Vehicle size and not for large / extra large size car or SUV. Thus, the Promoter shall not be responsible or liable to the Allottee/s, in case the Allottee/s' car cannot use/fit the said allotted Car Parking Slot/s. The minimum size of the Car Parking Slots will be 2.3 mt wide and 4.5 mt deep
- g. The Car Parking Slot/s is/are attached with and connected to the Premises. The Allottee/s agrees and confirms that the allotted Car Parking Slot/s shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, re-possession etc. of the premises under any of the provisions of this Agreement.
- h. The Allottee/s undertakes not to separately sell/transfer/lease/sub-lease/provide on license basis or deal with the said allotted parking slot/s
  1. Unauthorized usage of Car Parking Slot/s shall be leviable with penalty as may be determined by the Promoter. After completion of the Project, Society shall be entitled to charge such amount as may be decided by Society from time to time for any unauthorized usage thereof
  - j. The Allottee/s further expressly agrees that, he/she/they shall pay on quarterly basis towards the maintenance charges of the Car Parking Slot/s as mentioned in Annexure "12" ("Premises and Transaction Details"). The said maintenance charges are provisional in nature and are subject to increase from time to time as decided by the Promoter/Society
  - k. The Allottee/s is/are aware that the Promoter shall in their sole discretion have exclusive rights to provide the additional Car Parking Slot/s, if available in the project/layout/or a particular phase of the project, for use as per the request of the Allottee/s
  - l. The Allottee/s do hereby expressly and irrevocably agrees and confirms that he/she/they has/have accepted

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car parking by way of Mechanical Stack/Puzzle Parking. The Allottee/s do hereby expressly and irrevocably agrees and confirms that he/she/they will not hold the Promoter liable for failure of Mechanical Stack /Puzzle Parking at any time

- m. The Allottee/s do hereby irrevocably agree and confirm with the Promoter that he/she/they is/are fully aware that the Promoter will provide Parking Facility for the benefit of the Allottee/s and such Car Parking Slot(s) will be allotted by the Promoter to the Allottee/s at such location as may be available with the Promoter and which may be in/below any Wing/Building or Wing/Buildings on the said Land/Larger Land and the Allottee/s do hereby agree/s and confirm/s that he/she/they will have No Objection in any manner whatsoever.
- n. There will be common entry/exit for car parking for the Sale Wing and Rehab Wing.
- o. The Promoter shall make a provision for parking two wheelers of the Allottee as per the government rules and regulations The Allottee shall park their two wheelers in the designated parking area only The parkings may be allotted on lottery system on a monthly/quarterly basis at a nominal maintenance charge

10 FSI, TDR and development potentiality with respect to the further development of the said Larger Land/ said Land:

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



11 Possession Date, Delays and Termination

- i The Promoter shall give possession of the said Premises to the Allottee/s on or before the Possession Date mentioned for the "Real Estate Project" as more particularly mentioned in the Annexure "10" ("Larger Land and Real Estate Project Details") ("Possession Date"), provided, that all the amounts payable under this Agreement are fully paid by the Allottee/s and the Allottee/s is/are not in breach of any of the term/s and condition/s of this Agreement. And further provided however, that the Promoter shall be entitled to extension of time for giving delivery of the said Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:-

- Any act of God, any force majeure events including any epidemic/pandemic;
- Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- Any stay order/injunction order issued by any Court of Law, competent authority, concerned authority, statutory authority,
- Any other circumstances that may be deemed reasonable by the Authority;
- Delay in providing basic amenities like water, electricity, drainage system etc by the local body;
- Delay in granting approvals, NOC, Occupation Certificate;
- Any other reason beyond the reasonable control of the Promoter.

In such event the date of handover of possession of the said Premises shall be extended to the extent of loss of time.

- ii If the Promoter fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Allottee/s on the Possession Date (save and except for the reasons as stated in Clause No 11(i) mentioned above), then the Allottee/s shall be entitled to either of the following:-

- call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("Interest Notice"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum thereon ("the Interest Rate") for delay in possession, from the Possession Date, on the Sale Consideration paid by the Allottee/s. The interest shall be paid by the Promoter to the Allottee/s till the date of offering to hand over of the possession of the said Premises by the Promoter to the Allottee/s;

OR

- the Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / E-mail / Registered Post A.D at the address provided by the Promoter ("Allottee/s Termination Notice"). On the receipt of the Allottee/s Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled Within a period of 30 days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Allottee/s the amounts already received by the Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum thereon ("Interest Rate") to be

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computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or the car park in the manner it deems fit and proper

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

#### iv Allottee/s Events of Default:

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

- a Failure or incapacity on the part of Allottee/s to make payments within the time as stipulated in this Agreement for any reasons whatsoever or failure to pay the Sale Consideration, Taxes on sale, Taxes levied by Local Authority or Planning Authority, TDS contribution, maintenance charges, deposits, other charges, outgoings, appropriate stamp duty, legal charges, registration charges, any incidental charges as demanded by the Promoter, any other charges, deposits or any amount payable under this Agreement as may be notified by the Promoter to the Allottee/s under the terms of this Agreement.
- b. Causing obstructions/hindrances to the construction or implementation of Real Estate Project/said Building or sale of Premises in the said Building, either by physical means or by mass communications, including emails, mass emails, social networking sites etc.
- c. Causing or making any defamatory statements against the Promoter which is lowering the esteem of the Promoter in eyes of other Allottees or public at large

- v If the Allottee/s fails to make any payments under this Agreement on the stipulated date/s and time/s as required under this Agreement, then, the Allottee/s shall pay to the Promoter interest at the Interest Rate as defined above, on all unpaid and/or delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and totally paid together with the interest thereon at the Interest Rate till actual realization of all the outstanding amounts.

Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Sub-Clause (i)(a) above and any other rights and remedies available to the Promoter, either (a) on the Allottee/s committing breach of any of the terms and conditions/ covenants of this Agreement and/or failure to perform any obligation under this Agreement and/or default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee/s committing default/s of payment of installments of the Sale Consideration, and/or (c) on occurrence of any event of default as mentioned in Sub-clause (iv) above, the Promoter shall be entitled to at its own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee/s. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s ("Default Notice"), by Courier / E-mail/Registered Post A.D at the address provided by the Allottee/s, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s ("Promoter Termination Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s. On delivery of the Promoter Termination Notice by the Allottee/s, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause, the Promoter shall be entitled to forfeit upto 5% (five percentage) of the Sale Consideration ("Forfeiture Amount") at its sole discretion as and by way of agreed genuine pre-estimate of liquidated damages. In addition thereto, any taxes, brokerage or other charges such as charges for sanction letter paid to a bank, charges/expenses paid to a Real Estate Agent or any other third party company/individual involved in the transaction, on behalf of or for the Allottee/s shall also be deducted from the total amount to be refunded to the Allottee/s. Refund shall be made by the Promoter only after the said Premises are rebooked/resold and after the receipt of payment towards consideration from the subsequent Allottee/s. The Promoter shall after deduction of the Forfeiture Amount, brokerage amount taxes and other charges mentioned above, refund the balance amount of the Sale Consideration to the Allottee/s. Upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or car parks in the manner it deems fit and proper without any further reference or recourse to the Allottee/s

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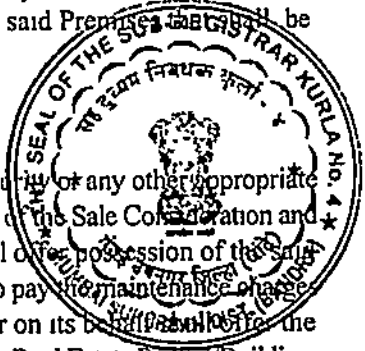
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vii The Allottee/s agrees that in the event of termination of this Agreement by the Promoter as provided in this Agreement, and in the event of the said Premises being in the possession of the Allottee/s then the Promoter shall forthwith be entitled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

12 Amenities and Fixtures to be provided:

The common areas, amenities and facilities in the said Building that may be useable by the Allottee/s are listed in the Fourth Schedule hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed in the Annexure "14".

13. Procedure for obtaining Possession/failure to take Possession:



i The Promoter shall after obtaining Occupation Certificate from the concerned authority or any other appropriate approving authority and upon payment by the Allottee/s of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee/s in writing ("Possession Notice"). The Allottee/s agrees to pay the maintenance charges as determined by the Promoter or the Society, as the case may be. The Promoter on its part shall deliver the possession to the Allottee/s in writing after receiving the Occupancy Certificate of the Real Estate Project/Building, provided the Allottee/s has made payment of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement.

ii The Allottee/s shall take possession of the said Premises within 15 (fifteen) days of being offered such possession, by making payment of all amounts due and payable under this Agreement by executing necessary indemnities, undertaking and such other documentation as prescribed in this Agreement. On failure of the Allottee/s to take possession of the said Premises on being offered possession by the Promoter in the manner provided herein, the Allottee/s shall, without prejudice to any other liabilities which he/she/they may incur under this Agreement and be liable to under law, become also liable to pay to the Promoter, and the Promoter shall become entitled to recover from the Allottee/s, the maintenance charges payable in respect of the said Premises after expiry of 15 (fifteen) days of Possession Notice

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

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

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outgoings due in respect of the said Land/Larger Land including those incurred for the exclusive benefit of the Allottee of his Premises.

14. Service Charges to the Promoter alongwith staff salary for providing services to maintain the said Building and/or Real Estate Project facilities

Until the Society is formed and the Society Conveyance Deed is duly executed and registered, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee/s further agree/s that till the Allottee's share is so determined by the Promoter at its sole discretion, the Allottee/s shall pay to the Promoter provisional quarterly contribution as more particularly specified in the Annexure "12" ("Premises and Transaction Details") annexed hereto for every 3 months, in advance on or before 5<sup>th</sup> day of beginning of every quarter towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest. Any payment to be made hereinabove if delayed shall carry interest on the outstanding amount from the due date till actual realization

- v. The Allottee/s will not be entitled to ask for adjustment of the Corpus Fund / deposit amounts mentioned in Annexure "12" against the monthly contribution of maintenance, municipal taxes and outgoings. In the event the Allottee/s fails to pay monthly contribution of Maintenance Charges, municipal taxes and outgoings, the Promoter may at its discretion adjust the said amount from the advance maintenance/Corpus fund mentioned in Annexure "12" and the Allottee/s shall immediately after being called upon by the Promoter, replenish the deficit of such deposit/charges.
- vi. The Allottee/s shall not withhold the payment of Maintenance Charges for any reason whatsoever and shall pay to the Promoter till the establishment of the Society, without any demur and default. Without prejudice to other remedies available under this Agreement, non-payment of Maintenance Charges shall authorize the Promoter to prevent the use of lift by the persons residing in or visiting the said Premises, prevent the Allottee/s from using Common Area and facilities and shall also authorize Promoter to levy interest at the rate prescribed under RERA on defaulted and delayed payment. The Allottee/s is/are hereby granting irrevocable authority to the Promoter for the same.
- vii. The Allottee/s hereby agree confirm and undertake that irrespective of any disputes, which may arise between the Promoter and the Allottee/s, the Allottee/s shall punctually pay all amounts, contributions, outgoings, maintenance charges as mentioned in this Agreement and shall not withhold the same for any reason whatsoever.
- viii. The Allottee/s has/have agreed that the amounts paid or becoming payable to the Promoter by the Allottee/s under this Agreement shall be refundable only in accordance with the terms of this Agreement and shall not in any event carry interest except as expressly provided under this Agreement.
- ix. The Promoter may agree to permit, (subject to the Allottee/s having fulfilled all his/her/its obligations under this Agreement, and having paid full Sale Consideration amount, alongwith tax on sales of the said Premises and maintenance charges, outgoings, other charges and any other amount payable) entry to the Allottee/s to the said Premises for carrying out interior works if such entry is desired by the Allottee/s prior to the Possession Date upon execution of a suitable Indemnity Bond as required by the Promoter. However, such permission shall not be construed as handover of possession of the said Premises for occupation purpose or in no way entitle the Allottee/s to have any right, interest or title of any nature whatsoever in respect of the said Premises. During this period the Allottee/s undertakes to ensure that its interior work would supplement efforts of the Promoter to obtain necessary approvals for the occupation and use of the said Premises from the concerned authorities. The Allottee/s undertakes not to cause any damage to the said Building/Real Estate Project while carrying out the interior works of the said Premises and in the event any such damage is caused, the Allottee/s agrees to reimburse the Promoter the costs of rectification thereof. Before the initiation of the Interior works the Allottee/s agree and undertake to pay Building Protection Security Deposit as may be decided by the Promoter from time to time for interior works. In the event any damage is caused to the said Premises or any adjacent, below or above premises of the said Premises, the amount towards repair of the said damages shall be deducted from the Building Protection Security Deposit and the balance shall be refunded post maximum period of six months from the completion of the Interior work. The amount of Building Protection Security Deposit is provisional in nature and subject to change. In the event the amount of damage is over and above the Building Protection Deposit then the Allottee/s shall be liable to pay the same to the Promoter forthwith on demand

#### 14. Defect Liability:

- i. If within a period of 5 (five) years from the date of handing over the possession of the said Premises to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the said Premises/said Building/the said Real Estate Project or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost. In the event it is not

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possible to rectify such defects, the Allottee shall be entitled to receive from the Promoter compensation for such defect in the manner as provided under the RERA and MAHA RERA Rules. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the Allottee/s or its agents/contractors making any internal/external changes, flat/premises finishing, interior works, renovations, additions/alterations of whatsoever nature in the said Premises, in the elevation, chisel or in any other manner causes damage to columns, beams, walls, slabs, RCC, Pardis or other structural members in the said Premises, and/or the willful default and/or negligence of the Allottee/s or its agents/contractors and/or any other allottees or their agents/contractors in the Real Estate Project. This clause is as per rules and regulations framed by MAHARERA and is subject to change as and when MAHARERA modifies any such rules in the future.

- ii The Allottee/s shall use the said Premises or any part thereof or permit the same to be used for residential purpose only The Allottee/s shall use the Car Parking Slot/s only for purpose of parking vehicle.

#### 15. Formation of the Society

- i As per the provisions of RERA, the Promoter shall submit an application to the competent authority to form a single Co-operative Housing Society of the Sale Building Wing 'A', Wing 'B' and Wing 'C', under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the MAHA RERA Rules
- ii The Allottee/s shall, along with other Allottees of the Sale Building shall, join and register a Co-operative Housing Society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder ("the Society")
- iii Allottee/s of Rehab Wing allotted shops in Sale Building will become members of the Society formed for Sale Building and bear the charges accordingly
- iv For this purpose, the Allottee/s shall from time to time sign and execute the necessary application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7(seven) days of the same being made available to the Allottee/s, so as to enable the Promoter to register the Society the Allottee/s shall not take any objection to any changes or modifications made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority
- v The name of the Society shall be solely decided by the Promoter.
- vi The costs, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Society and their respective members/intended members including the Allottee/s, and the Promoter shall not be liable toward the same.
- vii The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold Premises in the Sale Building/Real Estate Project, if any. Post formation of the Society, the Promoter shall continue to be entitled to such unsold Premises and unallotted Car Parking Slot/s and to undertake the marketing etc. in respect of such unsold Premises The Promoter shall not be liable or required to bear and/or pay any amount by way of maintenance charges, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium and/or any amount with respect to unsold Premises and unallotted car parkings for a period of 3 (three) years from the date of formation of Society and/or from the date of Occupation Certificate whichever is later. The Promoter shall also not be liable to pay any compensation whatsoever (under whatsoever name) to the Society for the sale/allotment or transfer of the unsold areas in the Sale Building/Real Estate Project or elsewhere, save and except the municipal taxes at actuals (levied on the unsold Premises).

#### 16 Conveyance to the Society:

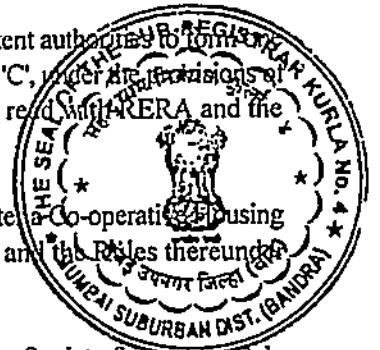
- i As per the provisions of RERA, the Promoter shall execute and register a Conveyance whereby the Promoter shall convey all its right, title and interest in the land demarcated as A-B-C-D more particularly specified in the Layout Plan annexed as Annexure "2" hereto comprised in the Larger Land along with the FSI utilised for the Sale Building standing on the land demarcated as A-B-C-D and in all areas, spaces, common areas, facilities and amenities in the Land demarcated as A-B-C-D in favour of the Society formed for Sale Building ("Society Conveyance").

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The Society shall be required to join in execution and registration of the Society Conveyance. The costs, expenses, charges, fees and taxes on the Society Conveyance including stamp duty and registration charges shall be borne and paid by the Society alone. Post the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Land demarcated as A-B-C-D including any common areas, facilities and amenities and the Promoter shall not be responsible for the same

- iii. In the event any premises/spaces/areas are unsold/un-allotted/ unassigned and/or if car parking slot/s is/are unallotted on formation of the Society and execution of Conveyance of the Land demarcated as A-B-C-D in favour of the Society as stated in this Agreement, the Promoter shall be entitled to such unsold areas and to undertake marketing etc in respect of such unsold areas. The Promoter shall not be liable or required to bear and/or pay any amount by way of maintenance charges, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium and/or any amount with respect to unsold premises and unallotted car parkings, for a period of 3 (three) years from the date of formation of Society and/or from the date of Occupation Certificate whichever is later. The Promoter shall also not be liable to pay any compensation/charges whatsoever to the Society for the sale/allotment or transfer of the unsold areas in the said Building or elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises)
- iv. As per the provisions of RERA, the Promoter shall execute and register a separate Conveyance whereby the Promoter shall convey all its right, title and interest in the land demarcated as C-D-E-F more particularly specified in the Layout Plan annexed as Annexure "2" hereto comprised in the Larger Land along with the FSI utilised for the building standing on the land demarcated as C-D-E-F to the Society that is/will be formed for Rehab Building
- v. There is a common ingress and egress through the land demarcated as A-B-C-D in the Layout Plan annexed as Annexure "2" for Sale Wings/Sale Building and Rehab Wing for accessing their respective Car Parkings. Conveyance of the Land demarcated as A-B-C-D in favour of the Society formed for Sale Building shall be subject to permanent non-exclusive and uninterrupted right of ingress and egress in the Sale Building to the allottees of the Rehab Wing for only accessing the car parking allotted in the Rehab Wing
- vi. The Promoter and their surveyors and agents and ass.gns with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down, maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the said Building. The Allottee/s agrees that he/she/it/they shall not undertake any civil works/fit out works in such areas within the said Premises, and/or permanently cover/conceal such areas within the said Premises, nor shall they in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes in any manner howsoever.
17. In such event, the Allottee/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter or the project management agency, including without limitation, payment of the Allottee's share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said Land/Larger Land and buildings constructed thereon.

#### 18. Other Charges:

The Allottee/s agrees and undertakes that, the Allottee/s shall, before delivery of possession of the said Premises, deposit the following amounts ("Other Charges") with the Promoter by way of cheque/demand draft/RTGS/NEFT, Advance Maintenance, cost for formation and registration of the Society, legal cost, Fitness Centre/Club Membership Charges, for other utility and services connection charges (such as water and electricity connections etc) and for deposits of electrical receiving or sub-station, if any, provided/to be provided in layout of the Larger Land and Corpus Fund of the Society as mentioned in Annexure "12" ("Premises and Transaction Details") annexed hereto. The Promoter has informed the Allottee/s and the Allottee/s is/are aware that the charges/deposits towards water, electricity, or any other service connection mentioned under the head "Other Charges" in the Annexure "12" are provisional in nature and may increase, due to increase in charges/deposits imposed by the concerned local bodies/government authority. If there is any increase in charges/deposits by the concerned local bodies/government authority, the Promoter shall demand the additional amount from the Allottee/s towards the water, electricity, external drainage or any other service connection and the Allottee/s agrees and undertakes to pay the additional amount to the Promoter without any objection

#### 19. The details of Other charges are as mentioned below:-

- i. Advance Maintenance (6 months):

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The Advance Maintenance (6 months) shall be appropriated against the Monthly Maintenance. The Advance Maintenance amount is exhausted after which the Allottee/s shall be required to make the payment towards Maintenance Charges. The Advance Maintenance is exclusive of any taxes (GST, Property tax etc.) and the Allottee/s shall be required to make the payment of the taxes separately.

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ii. Share of Expenses for Society Formation and Legal Charges:

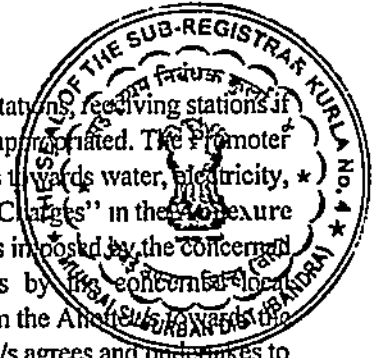
This amount is for formation of Society and preparation of legal documents. The Promoter will not be liable to give any account of how these funds are appropriated.

iii. Fitness Centre Membership:

The Fitness Centre membership/Club Membership charges includes membership for up to 4(four) family members of the Allottee/s. There will be an annual usage fee over and above this membership.

iv. Electric and Water Connection Charges:

This amount is used for electric and water connection infrastructure like meters, substations, receiving stations if any etc. The Promoter will not be liable to give any account of how these funds are appropriated. The Promoter has informed the Allottee/s and the Allottee/s is/are aware that the charges/deposits towards water, electricity, external drainage or any other service connection mentioned under the head "Other Charges" in the Annexure "12" are provisional in nature and may increase, due to increase in charges/deposits imposed by the concerned local bodies/government authority. If there is any increase in charges/deposits by the concerned local bodies/government authority, the Promoter shall demand the additional amount from the Allottee/s towards the water, electricity, external drainage or any other service connection and the Allottee/s agrees and undertakes to pay the additional amount to the Promoter without any objection.



v. Corpus Fund for Society:

The Corpus Fund shall be transferred to the Society on Conveyance of the Land. The Corpus Fund is interest free.

vi. The abovementioned amounts of Other Charges are not refundable (except those specifically mentioned in this Agreement) and no accounts or statement will be required to be given by the Promoter to the Allottee/s in respect of the above amounts deposited by the Allottee/s with the Promoter. The Other Charges and deposits mentioned above shall not carry any interest. Above amounts are exclusive of any taxes including but not limited to CGST and SGST, TDS or any other tax/levy and the Allottee/s shall be liable to bear the same separately.

20. Maintenance Charges:

i. The Allottee/s hereby agree/s to make payment of maintenance charges and outgoings on the date of taking possession of the said Premises, on account of the said Premises as provided in the table in Annexure "12" hereto. The Allottee/s do hereby further agree that maintenance charges of the said Premises shall start after a period of 15 (fifteen) days from the date of completion of the said Premises is ready for use and occupation. The Allottee/s agrees and undertakes to pay the Maintenance Charges by 5<sup>th</sup> day of every quarter i.e. April-July-October-January in advance. The Allottee/s hereby further agrees that he/she/they shall take the possession of the said Premises within 15 (fifteen) days from the date of completion of the said Premises is ready for use and occupation.

ii. The Allottee/s hereby agree and shall be subject to change of the said Premises regularly as stated in the Annexure "12" and shall be bound to pay the maintenance charges of the said Premises along with 10% increase or actual increase, whichever may be higher in every financial year or if it is increased due to the reasons beyond the control during the same financial year. The Allottee/s agrees and undertakes to make the payment of the same without any objection or demur.

iii. The Promoter shall not, if they have collected any contribution from the Allottee/s, render to the Allottee/s any separate account of the collections made from him and/or of the expenses incurred in respect of the said Premises; the rendition of the consolidated account to the Society and settlement of such account shall discharge the Promoter of their responsibility to refund excess, if any, out of such collections made from one or more of the acquirers of Premises and/or of recovering the deficit, if any, from one or more of them; the acquirers of Premises as members of the Society shall make up and adjust amongst themselves their respective accounts. The Allottee/s shall not be entitled to make any grievance or take any objection to the consolidation of all receipts and expenses in respect of the various Premises in the said Building as aforesaid.

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21. The Promoter has informed the Allottee/s that there may be common access road, street lights, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, if any and other common amenities and conveniences in the layout of the Larger Land/said Land. The Promoter has further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s along with other allottees of flats/units/premises in the said Building and/or on the Larger Land/said Land, and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately among the members of the said Building. Such proportionate amounts shall be payable by each of the allottee/s of flats/units/Premises of the said Building including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoter and the Allottee/s agree/s to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the allottees of flats/units/Premises in the said Building shall object to the Promoter laying through or under or over the said Larger Land/said Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc, belonging to or meant for any of the other Wings/towers which may be developed and constructed on any portion of the Larger Land.

22. Representations and Warranties of the Promoter:

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

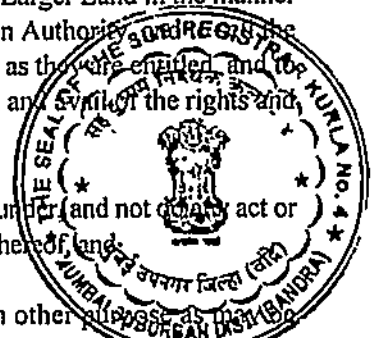
- i. The Promoter has clear and marketable title and has the requisite rights to carry out development upon the Larger Land and also has actual, physical and legal possession of the said Larger Land for the implementation of the Larger Land.
- ii. The Promoter has lawful rights and requisite approvals from the concerned Competent Authorities to develop the Real Estate Project, and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project.
- iii. There are no encumbrances upon the Real Estate Project except those as mentioned in Annexure "9"
- iv. There is no other litigation pending before any Court of law with respect to the said Real Estate Project except as mentioned in the Title Certificate.
- v. All approvals, licenses and permits issued by the Competent Authorities with respect to the Real Estate Project to be constructed on the said Land and are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project to be constructed/now under construction thereon shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain in compliance with all applicable laws in relation to the Real Estate Project.
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the rights and interests agreed to be granted to the Allottee/s herein and hereunder, may be prejudicially affected.
- vii. The Promoter has not entered into any Agreement for Sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land or any part thereof, as also the said Premises, which will in any manner affect the rights of the Allottee/s under this Agreement.
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated under this Agreement.
- ix. The Promoter has duly paid and shall continue to pay and discharge the undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the Municipal Corporation of Greater Mumbai and other concerned authorities till the Society Formation/Society Conveyance if any and thereupon shall be proportionately borne by the Society, and;
- x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land/ Larger Land or any part thereof) has been received or served upon the Promoter in respect of the said Land/Larger Land and/or the Real Estate Project except those disclosed to the Allottee/s

23. ALLOTTEE/S COVENANTS:

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29.10.2022

The Allottee/s so as to bind all persons claiming by, under or through him/them hereby covenants with the Promoter that –

- i to maintain the said Premises at the Allottee's own cost in good and tenable repair and condition from the date of the possession of the said Premises is taken and shall not do or suffer to be done anything in or to the said Building/Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Building/Real Estate Project in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and the Promoter;
- ii to abide by the terms of the Scheme of development of the said Land/ Larger Land disclosed by the Promoter hereunder, and will not do any act, or set up any right or claim, which would in any manner interfere with, obstruct, jeopardise or disrupt the rights of the Promoter to develop the said Land/Larger Land in the manner herein disclosed and in terms of the Scheme sanctioned by the Slum Rehabilitation Authority, and to receive and appropriate to themselves the entire proceeds thereof, and/or to claim any benefit of the rights and benefits accruing on account thereof
- iii at all times act in accordance with and abide by this Agreement and covenants hereunder, and not to be party to any deed which may in any manner be contrary thereto or in derogation thereof;
- iv to use and/or permit to be used the said Premises only as residence or for such other purpose as may be permitted by the concerned local authority, and will not use or permit to be used the said Premises for any other purpose, Allottee/s shall not to change the user of the said Premises without the prior written permission of the Promoter and Society, in the event the Allottee/s change/s the user of the said Premises after obtaining due sanction and permission, Allottee/s shall himself/themselves be liable to bear and pay any increased taxes and levies as may be imposed on account thereof;
- v not to store in the said Premises any goods of a hazardous, combustible or dangerous nature, or are so heavy which is likely to damage the construction or structure of the said Building/Real Estate Project, or the storage of which is objected to or not approved/licensed by the concerned local or other authority, or carry or cause to be carried heavy packages to the upper floors of the said Building which may damage or likely to damage the entrances, staircase and common passages of the building in which the said Premises is situated, including entrances of the said Building/Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach,
- vi it shall be the responsibility of the Society that would be formed to separate the dry and wet garbage and shall see to it that the wet garbage generated in building shall be treated separately,
- vii not to throw any dirt, rubbish, rags, garbage or other refuse from the said Premises into the compound or any portion of the said Land or Larger Land and/or the said Building;
- viii not to amalgamate the flats in the said Building,
- ix bear and pay in a timely manner and forthwith, all amounts, dues, taxes, installments of Sale Consideration, as required to be paid under this Agreement;
- x not to hang clothes, garments or any other item or any other item or thing from the balconies, windows or terraces appurtenant to the said Premises or any other place, save and except in the areas designated for the purpose.
- xi by reason of acquiring a Premises in the said Building, not to park any car or two wheeler in the open compound of the Building or claim any right to park motor vehicles in the stilt and/or in the basement of the Building, if the Allottee/s so desires, the Allottee/s will park his vehicle in the Car Parking Space/Slot under the stilt or in the basement acquired from the Promoter, and subject to payment of any charges on account thereof.



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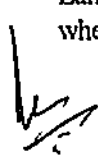


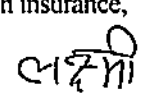
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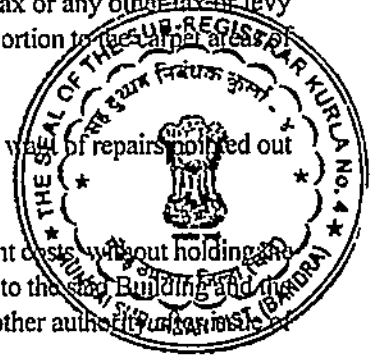
the acquirer of a Car Parking Slot/s in the Basement/Stilt of the said Building, the Allottee/s will observe, perform and comply with the terms and conditions, if any, stipulated by the local authority in the matter of its user, if any security deposit is payable to the local authority to ensure the specified user of the car parking space, he/she/they will pay the same in addition to the amount payable to the Promoter as price thereof, the Allottee/s shall also be liable to pay the taxes charged or levied in respect thereof,

- xiii to pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the said Building;
- xiv the Allottee/s will not encroach upon or make use of any portion of the said Building not agreed to be acquired by him,
- xv the Allottee/s will restrict his claims only to the said Premises agreed to be acquired by him hereunder, and not to claim any right to put up any construction on the said Building or to make any variations or alterations in the said Premises, and also not to claim any right to put up additional construction which may result in the reduction of further area of construction, if any, permissible on the said Larger Land;
- xvi the Allottee/s shall not let out, sub-let, transfer, assign, sell, lease, give on leave and license, or part with possession of the said Premises or transfer or assign his right, title or interest in the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement or the benefit factor of this Agreement until all amounts dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable hereunder to the Promoter have been fully paid and discharged paid together with applicable interest thereon at the Interest Rate if any, and only if there is no subsisting breach or non-observance of any of the terms, conditions or provisions hereof. In the event the Allottee/s is/are desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee/s shall be entitled to effectuate such transfer only with the prior written permission of the Promoter which may be provided by the Promoter in its sole discretion;
- xvii the Allottee/s will not slaughter any animals in the precincts of the said Building,
- xviii to carry out at their own costs all internal repairs and maintain the said Premises in good and tenantable repair and condition from the date of his taking possession of the same in the state and order in which it was delivered by the Promoter to the Allottee/s, and not do or suffer to be done anything in or to the said Building/Real Estate Project or the said Premises or in the staircase or passages thereof which may be against/contrary to the rules, regulations or by-laws of the concerned local or any other public authority, or alter or make any addition in or to the said Building/Real Estate Project or the said Premises. In the event of the said Premises committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and the Allottee/s do hereby indemnify and keep indemnified the Promoter in this regard
- xx not to close or permit to be closed any flower-beds verandahs or balconies if any that may be provided in the said Premises or change the external elevation or colour scheme of the said Building/said Premises, nor of the common areas, including the lobby and the areas outside the main door of the Premises,
- xx the Promoter has with a view to achieve uniformity in the look of the outer facade of the Sale Building, even while addressing the need for safety of the acquirers of Premises the Allottee/s shall not decorate or alter the exterior of the said Premises either by painting and/or otherwise. The Allottee/s shall not shift or alter the location of the windows or ventilators in the said Premises; the Allottee/s acknowledges that this is stipulated in the interest of achieving uniformity in the elevation and look of the various Premises in the said Building, and the Allottee/s covenants to abide by the same, and not commit any breach thereof.
- xxi the Allottee/s will ensure that the fire safety measures and equipments provided in the Building, including in the Premises are not tampered, hindered, obstructed or otherwise interfered with, and further also that the passages and refuge areas provided in the building are always kept clear and unobstructed;
- xxii not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land/Larger Land or the Building/Real Estate Project in which the said Premises is situate or any part thereof or whereby any increased premium may become payable in respect of such insurance,

- xxiii not to demolish or cause to be demolished the said Premises or any part thereof or make or cause to be made any addition or alteration of whatsoever nature to or in the said Premises or part thereof, nor any alteration in the elevation or outside colour scheme of the Building/Real Estate Project, and shall keep the portions, sewers, drains, pipes, etc. in the said Building/Premises in good and tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the Building/Real Estate Project, and not chisel or in any other manner damage the columns, beams, walls, slabs, RCC, parties or other structural members in the Building, without the prior written permission of the Promoter and/or of the Society,
- xxiv to bear and pay a proper proportion of the dues, duties, impositions, outgoing and other burdens of any nature and kind whatsoever at any time hereafter imposed upon the Land/Larger Land and/or the Building and/or upon the Promoter or Allottees of Premises therein by any authority, including the Municipal Corporation, revenue authorities, etc ,
- xxv the Allottee/s shall along with acquirers of other Premises in the said Building pay to the local authority, State Government or any other authority any betterment charge, development tax, fire tax or any other tax or levy payable in respect of the said Building, sharing the same amongst themselves in proportion to the respective areas of the different Premises in the said Building,
- xxvi the Allottee/s will within one month of demand by the Promoter rectify any defect or want of repairs notified out to him by the Promoter in the said Premises
- xxvii to carry out along with the acquirers of other Premises in the said Building at their joint costs, without holding the Promoter liable or responsible for the same, all repairs, additions and alterations in or to the said Building and the said Premises as may be required to be carried out by the Government, local or any other authority for the purpose of Occupation/Completion Certificate for the same,
- xxviii Allottee/s of Rehab Wing allotted shops in Sale Wings/Sale Building will become members of the Sale Building Society/es and bear the charges accordingly.
- xxix to allow the Promoter and their agents/servants to enter upon the said Building (including the said Premises) and carry out repairs therein for maintaining, rebuilding and keeping in good order and condition all sewers, drains, pipes, cables, water pipes, gutters, electric wires, etc in the said Building/Premises and for other similar purposes, and also for cutting off water/electric supply to any Premises in the said Building, the occupant whereof may have committed breaches of the terms of the agreement executed by him with the Promoter, or the bye-laws and regulations of the Society formed by the acquirers of Premises in the said Building;
- xxx to submit letters to and abide by such conditions as may be stipulated concerning or regulating the fit-outs to be carried out in the said Premises and not commit any breach of the terms thereof;
- xxxi not to carry out any additions, alterations or renovation to the said Premises at any time after taking possession, except after obtaining the prior written permission of the Promoter or the Society, as the case may be, and only after complying with such conditions as the Promoter/ Society may stipulate in this behalf, including for the said purpose by keeping deposited such sum as may be stipulated to secure the due observance and performance of the terms thereof and to abide by and carry out such works only in the manner and without committing any breach of the terms on which such works have been permitted to be carried out;
- xxxii not to carry out any work in the said Premises which may in any manner cause any damage to any of the other Premises above/below or adjacent to the said Premises, if on account of any works so carried out by the Allottee/s any loss or damage is caused to any of the neighboring Premises on the same floor or to Premises above or below the said Premises, the Allottee/s shall at his own costs be liable to make good such loss or damage, and keep the Promoter and the Society indemnified of, from and against any loss damage or consequences of such work carried out by the Allottee/s,
- xxxiii the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the said Building/Real Estate Project or any part thereof to view and examine the state and condition thereof;

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xxxiv the Allottee/s shall observe and perform all the rules and regulations which the Society may adopt at its inception and thereafter alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Real Estate Project/said Building and the Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Premises in the said Building/Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings payable in respect of the said Premises in accordance with the terms of this Agreement.

xxxv the Allottees/Group of Allottees/Society is aware that there might be unsold Premises and/or unallotted Car Parkings in the Real Estate Project/s or the said Building, even after the execution of Society Formation/Execution of Conveyance of the Real Estate Project/other Real Estate Projects/the said Building in favor of Society(whichever applicable). The Promoter shall deal with the unsold Premises/ unallotted car parking as it deems fit and the allottees/group of Allottees/Society/Societies does not have any objection to the same:

xxxvi the Allottee/s agrees and confirms that notwithstanding that the Allottee/s has/have approached/may approach the Banks and/or the Financial institutions for availing loans in order to enable the Allottee/s to make the payment of the total consideration or part thereof in respect of the said Premises, it shall be the sole and the entire responsibility of the Allottee/s to ensure that the timely payment of the total consideration in respect of the said Premises. Notwithstanding any of the provisions hereof, the Allottee/s hereby agrees that the Promoter shall have first lien/charge until all the amounts including the total consideration, taxes and other charges and amounts payable in respect of the said Premises as provided herein have remained unpaid and the Allottee/s has/have no objection in this regard;

xxxvii the Allottee/s hereby indemnifies and shall keep indemnified the Promoter from and against all claims, costs, charges, expenses, damages and losses which the Promoter may suffer due to any action that may be initiated by the Bank/Financial institution on account of such loan or for recovery of loan on account of any breach by the Allottee/s in terms and conditions governing the said loan and the Allottee/s undertakes to reimburse the same to the Promoter without any delay or default;

xxxviii it is agreed that the Allottee/s shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such Bank only with the prior written consent of the Promoter. The Promoter will grant their no-objection, whereby the Promoter will express its no-objection to the Allottee/s availing of such loan and mortgaging the said Premises with such bank/financial institution, provided however, the Promoter shall not incur any liability/obligation for repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings including interest and cost and provided further that such mortgage created in favour of such bank/financial institution in respect of the said Premises of the Allottee/s shall not in any manner jeopardise the Promoter's right to receive full consideration and other charges and to develop the balance of the said Larger Land and such mortgage in favour of such bank/financial institution shall be subject to the Promoter's first lien and charge on the said Premises in respect of the unpaid amounts payable by the Allottee/s to the Promoter under the terms and conditions of this Agreement. The Promoter 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 Premises directly to the Promoter as per the schedule of payment of the purchase price provided in this Agreement;

xxxix the Promoter shall not be liable or responsible for any of the acts of omission or commission of the Allottee/s which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Allottee/s to inform the Society of the Premises Allottee/s i.e. the Society etc that may be formed about the lien/charge of such Banks/Financial Institutions and the Promoter shall not be liable or responsible for the same in any manner whatsoever;

xl further, in the event that this Agreement is cancelled at any time, then the Allottee/s shall ensure that such lender returns to the Promoter, the original Agreement for Sale, Registration Receipt, Index II and any other document in respect of the said Premises which may be in their possession;

xli not to shift or alter the position either of the kitchen or the toilets which would affect the drainage system of the said Premises/Building in any manner whatsoever;

*[Handwritten signature]*

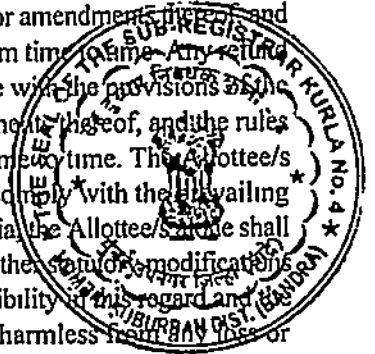
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- xlii the Allottee/s agrees and acknowledges that the sample Premises constructed by the Promoter and all furniture's, items, electronic goods, amenities etc provided thereon are only for the purpose of showing sample Premises if furnished by Allottee/s and the Promoter is not liable or required to provide any furniture, items, electronic goods and amenities etc as displayed in the sample Premises, other than as expressly agreed by the Promoter under this Agreement.
- xliii to keep the sewers, drains and pipes in the said Premises and appurtenance thereto in good tenantable repairs and condition and in particular, support shelter and protect the other parts of the said Building/Real Estate Project in which the said Premises is situate and the Allottee/s 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 Premises without the prior written permission of the Promoter and which consent shall not be unreasonably withheld,
- xliv in case of the Allottee/s who is/are a non-resident/ foreign national of Indian Origin, in respect of all remittances, acquisitions/transfer of the said Premises, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments or regulations and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any return 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 or regulations and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee/s understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control laws and guidelines issued those issued by the Reserve Bank of India, the Allottee/s shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modification or re-enactments thereto and other applicable laws. The Promoter accept no responsibility in this regard and the Allottee/s does hereby indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever;
- xlv the Allottee/s shall fully comply with and observe all the terms and conditions that are set out in this Agreement;
- xlvi the Allottee/s is/are aware that the Promoter will be developing the said Larger Land in a phase-wise manner on such terms and conditions as the Promoter may deem fit and shall be entitled to all the benefit of Floor Space Index or any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Promoter deems fit and the Promoter shall be entitled to grant or offer upon or in respect of any portion of the said Larger 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, installations and/or services in the said Larger Land in such manner as may be desired by the Promoter and the Allottee/s expressly and irrevocably consents to the same,
- xlvii the Promoter shall bear and pay all outgoings and statutory dues including municipal taxes, work contract tax, taxes for land under construction and all the taxes relating to the said Larger Land, non-agricultural assessment and other assessments and/or dues and/or charges of any sort or in respect of and/or concerning the said Larger Land and the said Real Estate Project and the development of the said Larger Land and the said Real Estate Project. It is clarified that all taxes, dues, cess, outgoings with respect to the said Premises for a period prior upto possession shall be borne and paid by the Promoter and on and after the date of possession shall be borne and payable by the Allottee/s,
- xlviii the Promoter herein has specifically informed the Allottee/s and the Allottee/s hereby agree, confirm and undertake that irrespective of any disputes, which may arise between the Promoter and the Allottee/s, the Allottee/s shall punctually pay all amounts payable towards Sale Consideration along with all taxes payable on sale or transfer of the said Premises and shall not withhold the same for any reason whatsoever;
- xlix the Allottee/s shall not be entitled to or claim any easement or right of light or air, which would restrict or interfere with in any manner whatsoever, the free and unobstructed use and enjoyment of any portion of the said Land or Larger Land and the adjacent, contiguous and adjoining Lands and properties of the Promoter, for the purpose of development thereof and/or any other lawful purpose,



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

- ii notwithstanding anything herein contained the Promoter shall not be liable for any defect or damage caused to the said Premises or the Real Estate Project/said Building or to rectify any such defect caused as a result of negligence, improper maintenance, improper operation, any change, repair or alteration carried out by the Allottee/s. The liability of the Promoter under this Agreement shall forthwith cease in the event that the Allottee/s makes any such change or carries out any repairs or alterations to the said Premises or the Real Estate Project/said Building without the written consent of the Promoter;
- iii the Promoter may complete part, portion or floor of the said Building and obtain part occupation certificate and give possession of Premises therein to the Allottee/s of such Premises and the Allottee/s herein shall not be entitled to raise any objection thereto. If the Allottee/s takes possession of the said Premises in such partly completed wing, part or portion or floor and the Promoter or its agents or contractors shall carry on the remaining work with the Allottee/s occupying his/her/their Premises, the Allottee/s shall not object to, protest or obstruct or create hindrance in the execution of such work, even though the same may cause any nuisance or disturbance to him/her/them,

- iiii the Allottee/s shall fully co-operate with the Promoter in the matter of implementation of the scheme for development of Larger Land and the infrastructure and common facilities on the Larger Land without creating any obstruction or interference;

the Allottee/s shall not complain to SRA Administration for approving substandard size rooms in the tenements/tenements building with deficient open spaces, mechanical light & ventilation, probable mechanized failure of mechanized parking provisions and the Allottee/s hereby indemnifies the SRA & its Officers against any possible dispute that may arise in future,

- lv the Allottee/s shall not misuse the refuge area in future;
- lvi The Allottee/s have been informed and are aware of inadequate/sub-standard sizes of rooms/premises. The Allottee/s agree that they shall not blame SRA/Promoter for inadequate/sub-standard sizes of rooms/premises in future and no claims/damages/risks will be made against the CEO(SRA) & its staff with regards to the same;
- lvii The Allottee/s have been informed and are aware that, the said Building is constructed with deficient open space and no claims/damages/risks will be made against CEO(SRA) & its staff with regards to the same,
- lviii The Allottee/s have been further informed that all common areas and passages shall be maintained as per approved Plan and shall not be misused at any point of time

24. This Agreement to the extent it lays down covenants on the part of the Allottee/s to be observed for the common benefit of all acquirers of Premises in the said Building is for the benefit of all acquirers of Premises in the said Building, and the benefit thereof shall endure to all of them, and the terms and conditions thereof shall be available for enforcement not only by the Promoter herein but also by the acquirers of other Premises in the said Building, and this Agreement shall bind to the extent applicable the permitted transferees of Premises from the Allottee/s also.

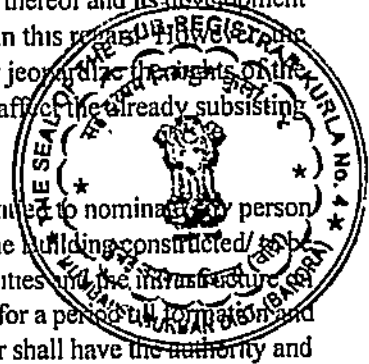
25 Nothing contained in this Agreement is intended to be nor shall be construed to be a grant, sell, demise or

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assignment in law of the said Premises or the Real Estate Project, or the said Building, or the said Land or the said Larger Land or any portion of thereof or the said Building now under construction thereon, such assignment to take place only on the transfer of the land together with the Building(s) constructed thereon to the Co-operative Society got registered by the acquirers and Allottees of Premises in the said Building in the manner disclosed herein; the Allottee shall have no claim, save and except to the said Premises hereby agreed to be acquired by him, and all open spaces, parking spaces, lobbies, staircase, terraces, etc. shall remain the property of the Promoter until the said Land and Building are transferred by the Promoter to the Society as hereinbefore mentioned.

**26. Promoter shall not Mortgage or create a Charge on Allottee's Premises:**

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



**27. Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to nominate any person ("Project Management Agency") to manage the operation and maintenance of the building constructed/ to be constructed on the said Land/Larger Land, common amenities, common areas, facilities and the infrastructure on the said Land/Larger Land, or part thereof after the completion of the development for a period of 12 months and handover of the Larger Land or part thereof in favour of the Society. The Promoter shall have the authority and discretion to negotiate with such Project 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 Project Management Agency shall be borne and paid by the Allottee/s and/or occupants of the Real Estate Project including the Allottee/s on a pro rata basis, as part of the development and common infrastructure charges referred to herein. Such charges may vary and the Allottee/s agrees that it shall not raise any dispute regarding the appointment of any Project Management Agency by the Promoter for the Real Estate Project or towards the maintenance charges determined by such agency. It is agreed and understood by the Allottee/s that the cost of maintenance of the Real Estate Project and the part of the said Land/Larger Land and other common areas, facilities and infrastructure in the part of the said Larger Land shall be borne and paid by only the Allottee/s and other Allottees/occupants on a pro-rata basis. The Allottee/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or the Project Management Agency, including without limitation, payment of the Allottee's share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said Land/said Larger Land and Building constructed thereon from time to time. The Allottee/s is/are aware that the Promoter is not in a business of providing services proposed to be provided by the Project Management Agency. The Parties hereto agree that the Promoter 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 Project Management Agency.**

**28. The Promoter shall have the right to designate any space on the said Land/said Larger Land to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the Allottees of the Premises in the Building that may be developed on the said Land/said Larger Land, free or on payment of charges to such utility providers. The Promoter shall also be entitled to designate any space in the said Land/said Larger Land to such utility provider either on leave and license or sub-lease or leasehold basis for the purpose of installing power sub-stations/equipments with a view to service the requirement in the said Land/Larger Land and the buildings constructed thereon.**

**29. Right to install Hoarding/Boards/Logo on the said Building/Larger Land:**

- i The Promoter shall be entitled and shall have right to install or have installed hoardings/boards/ their logo of their brand name in/upon one or more places in the said Building in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Real Estate Project /Building/Larger Land and on the façade, terrace, compound wall or other part of the Real Estate Project/Building/Larger Land. The Promoter shall also be entitled to place, select, decide hoarding/board sites.
- ii It is expressly agreed that the Promoter shall be entitled to put a hoarding or give on lease site for pager station, cell base station and telecom towers, solar panels or any other utility on said Land/Larger Land or on the Building or any part thereof including the terrace and the said hoardings may be illuminated or comprising neon sign and for that purpose Promoter is fully authorized to allow temporary or permanent erection or installation either on the exterior of the Building/said Land/Larger Land as the case may be and the Allottee/s agrees not to object or dispute the same. The Promoter shall be entitled to install its logo in one or more places in or upon the Building/

said Land/Larger Land and the Promoter reserves itself the full and free right of way and means and access to such places for the purpose of repair, painting or changing the logo.

30. Binding Effect:

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Schedule specified in Annexure "12" ("Premises and Transaction Details") annexed hereto, within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, the application of the Allottee/s shall be treated as cancelled without any further act of Parties, and all sums deposited by the Allottee/s in connection therewith, including the booking amount shall be forfeited by the Promoter, and the Allottee/s shall then cease to have any right or interest to or in the said Premises or against the Promoter

### 31. Entire Agreement:

The Parties hereto record that the Agreement herein along with its schedules and annexures constitutes and records the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all understandings, agreements, allotment letter, correspondence, arrangements, whether written or oral, if any, between the Parties with regard to the said Premises as the case may be.

### 32. Waiver:

Any delay or indulgence shown by the Promoter in enforcing the terms hereof, or any forbearance or giving of time by the Promoter to the Allottee/s shall not be construed as waiver on the part of the Promoter of any breach or non-compliance with any of the terms or conditions hereof by the Allottee/s, nor shall the same in any manner prejudice the Promoter's rights in law hereunder

All notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Courier or Registered Post A D or notified by email to the respective addresses specified below

Allottee/s : Mr. Harish Ashok Kumar Kudariya  
 : Mrs. Arpita Harish Kudariya and Mrs. Laxmidevi Ashok kumar Kudariya  
 Address : Room No. 1/1, Vasant Niwas, Nanavadi, Tulshetpada Lake Road, BMC School,  
 : Bhandup ( West), Mumbai-400078, Maharashtra  
 Notified Email ID : harishkudariya786@gmail com

Promoter : Marathon Nextgen Realty Limited  
 Address : 702, Marathon Max, Mulund-Goregaon Link Road,  
 : Mulund (West), Mumbai-400 080  
 Notified Email ID : customercare@marathonrealty.com

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

### 34. Joint Allottees:

In case there are joint Allottee/s, all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him, which shall for all intents and purposes be deemed to have been properly served on all the Allottee/s

### 35. Right to Amend:

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*[Handwritten signature]*

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This Agreement may be amended only by the written consent of the Parties

**36. Provisions of this Agreement applicable to the Allottee/s subsequent Allottees.**

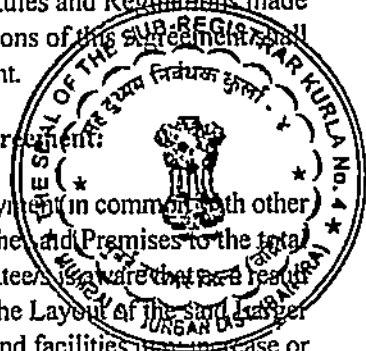
It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent transferees/allottees of the said Premises, in case of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

**37 Severability:**

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

**38. Method of calculation of Proportionate Share wherever referred to in the Agreement:**

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



**39 Further Assurances:**

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

**40. Place of Execution:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through their respective Authorised Signatories at the Promoters' office at Mumbai. After the Agreement is duly executed by the Allottee/s and the Promoter or at some other place, which may be mutually agreed between the Promoter and the Allottee/s after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution of this Agreement, this Agreement shall be registered at the office of the concerned Sub-Registrar of Assurances.

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

**41. This Agreement shall always be subject to the provisions of the RERA Act, the said Rules and the said Regulations or any statutory requirement or modification thereof**

**42 Stamp Duty and Registration**

The Stamp Duty and registration charges and other incidental charges payable on these presents and on other documents to be executed pursuant hereto shall be borne and paid by the Allottee/s exclusively, and the Promoter shall not be liable to bear or pay any part of the same. In case there is any increase in the Stamp Duty, the Allottee/s confirms and undertakes to pay such increased Stamp Duty amount without any delay or demure.

**43. Dispute Resolution:**

*(Handwritten signatures and initials)*

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

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

Promoter AAACP8032E  
Allottee/s EHXP0969N, BWOPA2550C and BPEPK5733E

#### 45: Governing Law

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

#### THE FIRST SCHEDULE ABOVE REFERRED TO

*(said Larger Land)*

All that piece and parcel of land total admeasuring 4147 sq.mtrs consisting of Survey No 166 (Part) corresponding to the Old CTS No.87(Part) and new CTS No 87D(Part), lying, being and situate at Village Bhandup, Taluka Kurla, Registration District and Sub-District of Mumbai and Mumbai Suburban and bounded as follows:

On or towards the East :CTS No 98 and 27 Mtr wide proposed DP Road  
On or towards the West :36 mt wide DP road and Tansa Pipe Line  
On or towards the North :CTS No. 87/A and Mahakaleswar CHS Ltd.  
On or towards the South :CTS No. 87/D(Part) and CTS No 100/A/3, 100/ A/4



#### THE SECOND SCHEDULE ABOVE REFERRED TO

*(Description of the said Land)*

admeasuring 5184.09 sq mts situate at Village Bhandup, Taluka Kurla, in the Registration District and Sub-District of Mumbai and Mumbai Suburban being the portion of the said Larger Land as mentioned in the First Schedule hereinabove

#### THE THIRD SCHEDULE ABOVE REFERRED TO

*(Description of the said Premises)*

All the right, title and interest in the Flat/Premises-bearing No. 902 admeasuring 22.48 Sq mts. (i.e 242.00 Sq.ft.) RERA Carpet Area on the 9 floor, Wing 'A', in the Building known as "Marathon Neopark Ashoka Wing A" being constructed on the said Land described in the Second Schedule hereinabove with exclusive right to use the NIL number of Car Parking/s.

#### THE FOURTH SCHEDULE ABOVE REFERRED TO

*(Description of Common Areas, Amenities and Facilities of the said Building)*

1. Paved Access
2. Grand Entrance Lobby with elevators
3. Fitness Centre
4. Well designed compound walls and security gate

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Handwritten signature/initials.

The common areas and facilities as mentioned in this Schedule for the said Building shall be completed on the completion of all the Wings of the Sale Building

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

SIGNED, SEALED AND DELIVERED )  
 by the within named "PROMOTER" )  
 Marathon Nextgen Realty Limited )  
 By the hand of its Authorized Signatory )  
**MR. DWARKANATH K. RAO** )  
 in the presence of .. )

For Marathon Nextgen Realty Ltd.

*Dwarkanath*  
 Authorized Signatory



1. Nikhil Bhagat *Bhagat*
2. Reena Naik *Naik*



SIGNED AND DELIVERED )  
 by the within named "Allottee/s" )  
 Mr. Harish Ashok Kumar Kudariya )

*Harish Kudariya*

Mrs. Arpita Harish Kudariya )  
 Mrs. Laxmidevi Ashok kumar Kudariya )

*Arpita*  
*Laxmi*



in the presence of .

1. Nikhil Bhagat *Bhagat*
2. Reena Naik *Naik*



## List of Annexures

Annexure "1"	-	Receipt
Annexure "2"	-	Layout Plan
Annexure "3"	-	Copy of LOI bearing No No.S/PVT/0143/20171213/LOI issued by SRA
Annexure "4" (Colly.)	-	Copies of IOA bearing No. SRA/ENG/S/PVT/0143/20171213/AP/C issued by SRA
Annexure "5"	-	Copy of Commencement Certificate bearing No.SRA/ENG/S/PVT/0143/20171213/AP/C dated 10 <sup>th</sup> August, 2021 and revised/amended from time to time
Annexure "6"	-	Details of Revised/Amended Approvals/ Permissions
Annexure "7"	-	Property Register Cards
Annexure "8"	-	Title Certificate dated 18 <sup>th</sup> January, 2022 issued by Advocate Prasanna Tare
Annexure "9"		Mortgage Details
Annexure "10"	-	Larger Land and said Real Estate Project Details
Annexure "11"	-	Sanctioned Floor Plan
Annexure "12"	-	Premises and Transaction Details
Annexure "13"	-	RERA Certificate
Annexure "14"	-	Particulars of the brand and pricing of Internal Amenities of the Premises



*Agitya* *STZM*



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ANNEXURE "1"

RECEIPT

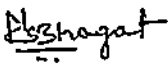
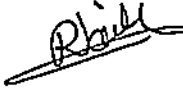
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Rs. 916,393 00 (Rupees Nine Lakh Sixteen Thousand Three Hundred Ninety Three Only) being the part Sale consideration in respect of sale of the Premises hereinabove mentioned as follows :

Received towards service tax/GST	9,162.00
Received towards consideration of said flat	916,393.00
Total	925,555.00

We say received  
For Marathon Nextgen Realty Limited

  
Authorized Signatory

1. Nikhil Bhagat 
2. Reena Nair 



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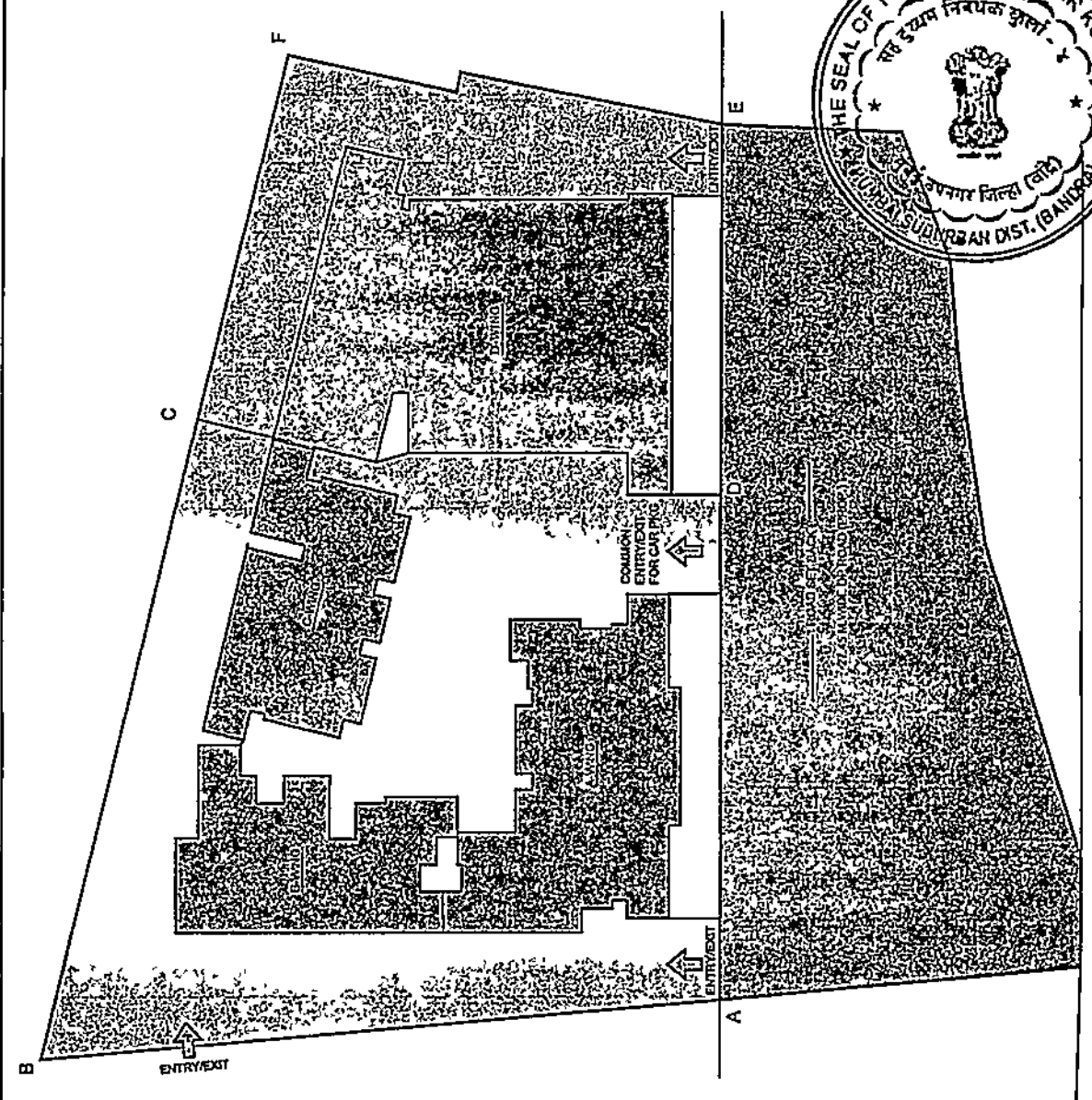
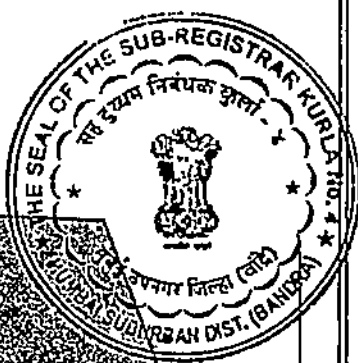
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ANNEXURE "2"

**LEGEND**

- SANCTION / PROPOSED LAYOUT
- ▨ SALE BUILDING
- ▨ REHAB BUILDING
- ▨ COMMON DRIVE WAY
- ▨ AREA UNDER D P ROAD



*Handwritten signature and name: अर्पिता लक्ष्मी*

PROJECT TITLE :- MARATHON NEOPARK  
 FOR :- LAYOUT PLAN



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



Annexure "3"



SLUM REHABILITATION AUTHORITY

No. S/PVT/0143/20171213/LOI  
Date: 5 MAY 2021

1. Architect : Santosh Dubey of M/s. Matrix, 702, Marathon Max, Mufund Goregaon Link Road, Mufund (west), Mumbai.
2. Developer : M/s. Marathon Horizon Realty Limited, 702, Marathon Max, Mufund Goregaon Link Road, Mufund (west), Mumbai.
3. Society : Shree Ganesh (SRA) Co. Op. Hsg. Soc. (Prop.)

Subject: Issue of LOI - Proposed Slum Rehabilitation Scheme on land bearing CTS No. 87/D/pt. of village Bhandup, Bhandup (W) Mumbai.

Ref: S/PVT/0143/20171213/LOI

Gentleman,

With reference to the above mentioned Slum Rehabilitation Scheme and on the basis of documents submitted by applicant, this office is pleased to issue in principle approval to the scheme in the form of this Letter of Intent (LOI) subject to the following conditions.

- 1 This Letter of Intent is issued on the basis of plot area certified by the Architect and the Annexure - II issued by Competent Authority and other relevant documents.
- 2 The built up area for sale and rehabilitation shall be as per the following scheme parameters. In the event of change in area of plot, nos. of eligible huts etc. the parameters shall be got revised from time to time.

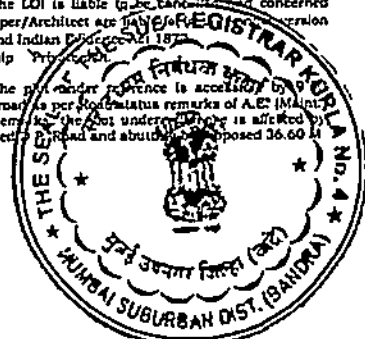
Administrative Building, Prof. Anant Kanekar Marg, Bandra (East), Mumbai - 400 051  
Tel: 2650 3400, 2650 0400 / 1879, Fax: 022-2659 0437 E-mail: info@srha.gov.in

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The salient features of the scheme are as under:

Sr. No.	Description	Amount
1	Area of plot (or area) for the scheme	4147.00
2	Deductions (or)	
	(i) Road setback area under 27.45 mt. wide road	1415.00
	Total Deductions	1415.00
3	Balance Area of Plot	2732.00
4	Total area for FSI computation	2732.00
5	Minimum FSI to be ----- as per clause 3.8 of 33(10) of DCPR 2034	Restricted to Sanctioned FSI
6	(a) Proposed built up area of Rehab.	6064.08
7	Rehab Component	8257.14
8	Incentive Factor	1.15
9	Sale Component (8257.14 X 1.15)	9495.71
10	(b) Total Sale BUA permissible in situ	9495.71
11	Total sale BUA proposed to be consumed in situ	9495.71
12	Total BUA sanctioned for the project (a+b)	15559.79
13	FSI permissible on plot (11/3)	3.70
14	Total BUA proposed to be consumed in situ	15559.79
15	Total FSI consumed in situ	5.70
16	TDR generated in scheme	Nil
17	No. of Tenements to be Rehabilitated	141 Nos.
	Rehab unit - 129	
	Commercial - 07	
	Balwadi-01	
	Welfare Center -01	
	Society Office -01	
	Community Hall - 01	
	Women Entrepreneurship - 01	
18	Provisional PAP Recl 48 + 12 Comm.	60 Nos
19	PAP Generated	Nil

- 3 This LOI is issued on the basis of documents submitted by the applicant. If any of the document submitted by Architect / Developer / Society or Owner are proved fraudulent/misappropriated before the Competent Court/AGRC and if directed by Competent Court /AGRC to cancel the LOI then the LOI is liable to be cancelled and concerned person/Society /Developer/Architect are liable to be proceeded against under provision of IPC 1860 and Indian Ejectment Act 1877.
- 4 Details of land Ownership
- 5 Details to Access The plot under reference is accessible by 9 mt.(avg.) wide existing road as per the status remarks of A.E. (Main) 5 ward As per D.P. Remark the plot under reference is situated 27.45 mts. wide proposed road and abutting proposed 36.60 ft. (Tantra Pipe line road)



- 6 Details of D P Remarks R- Zone as per DP-2034
  - 7 The Developer shall pay Rs 40,000/- per tenement towards Maintenance Deposit as per clause 9.1 Reg. 33(10) of DCPR 2034 and shall also pay Infrastructural Development charges 2% of Ready Reckoner prevailing on the date of issue of LOI per sq.mt. in the Slum Rehabilitation Authority as per Clause 9.2 Reg. 33(10) of DCPR 2034
  8. The Developer shall hand over PAP tenements if any within three months after grant of OCC. The said PAP tenements as mentioned in salient features condition no.3 above be handed over to the Estate Manager at Slum Rehabilitation Authority or any designated Govt. Authority for Project Affected Persons, each of carpet area 27.88 sq.m. free of cost.  
The PAP tenements shall be marked as a PAP tenement on front doors prominently. After completion of the building, PAP tenements shall be protected by the developer at his cost till handing over to the concerned authority by providing security guards etc.
  - 9 The Amenity Tenements as mentioned in salient features condition no.3 above within 30 days from the date of issue of OCC of Rehab/Composite bldg. Handing over / Taking over receipt shall be submitted to SRA by the developer
- | Sr. no. | Amenity                | Amenity handed over to be   |
|---------|------------------------|---|
| 1       | Balwadi                | Handed over to the Woman and Child Welfare Department, Government of Maharashtra. |
| 2       | Society office         | Handed over to the slum dwellers society  |
| 3       | Welfare Centre         | Handed over to the slum dwellers society  |
| 4       | Community Hall         | Handed over to the slum dwellers society  |
| 5       | Women Entrepreneurship | Handed over to the slum dwellers society  |
- 10 The conditions if any mentioned in certified Annexure-II issued by the Competent Authority, it shall be complied and compliances thereof shall be submitted to this office in time.
  - 11 The Developer shall rehabilitate all the additional hutment dwellers if declared eligible in future by the competent Authority, after amending plans wherever necessary or as may be directed.
  12. The Developer shall submit & adhere to various NOCs including that from MOEF as applicable from the concerned authorities in the office of Slum Rehabilitation Authority from time to time during the execution of the S.R. Scheme.

- 13 The Developer shall complete the rehab component of project within the stipulated time period from the date of issue of CC to composite building as mentioned below  
Plot area up to 4000 sq.mt. → 36 months  
In case of failure to complete the project within stipulated time period the extension be obtained from the CEO/SRA with valid reasons
- 14 The Developer shall register society of all Eligible slum dwellers to be rehoused under Slum Rehabilitation Scheme before issue of CC. After finalizing the allotment of Project Affected Persons (PAP) by the Competent Authority they shall be accommodated as members of registered society
15. The Developer Architect shall submit the duly notarized Indemnity Bond on Rs.200/- non judicial stamp papers indemnifying the Slum Rehabilitation Authority and its officers against any kind of dispute/accident on site, risks or any damages or claim arising out of any sort of litigation with the slum dwellers / property owners or any others before IOA in a prescribed format.
- 16 The Developer shall not block existing access/easement right leading to adjoining structures/users and shall make provision of adequate access to the adjoining land locked plot, if any, free of cost and the same shall be shown on layout plan to be submitted for approval on terms and conditions as may be decided by Slum Rehabilitation Authority
- 17 A) The Society/Developer/Architect shall display the copy of approved LOI and list of Annexure II on the notice board of Society and/or in the area at conspicuous place. The photo of such notices pasted shall be submitted to concern Ex. Engineer (SRA) with in a period of two weeks from the date of this LOI  
D) That Developer/society shall give wide publicity by way of advertisement in a prescribed format for the approval of S. R. scheme at least in one local Marathi newspaper in Marathi script & English newspaper in English script and copy of such news papers shall be submitted to concern Ex. Engineer within two months from the date of LOI
18. The IOA/Building plans will be approved in accordance with the Development Control and Promotion Regulations 2034 and prevailing rules, policies and conditions at the time of approval
- 19 That proper safety measures like barricading, safety net etc. shall be taken on site during construction work as maybe necessary depending upon the type of work and the developer along with their concerned technical team shall be solely responsible for safety
20. That you shall pay मुकाम नुसते to the MCOM authority as directed by Dy Collector /Additional collector in Annexure-II

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21 That you shall register with RERA Authority as per RERA act.

22 That you shall execute the Conveyance Deed for rehab component and sale component of composite component before requesting BCC

23 That you shall get D.P. Road / set back land demarcated from A.E. (Sun / D.P. / C department of M.C.M and handed over to M.C.C. for construction of encumbrances by transferring the ownership in the name of M.C.C. and certificate to that effect shall be obtained and submitted before obtaining C.C. for the last 25% of sale built up area approved in the scheme

24 That you shall submit NOC/Remarks from office of Ch. Eng.(SWM)/DMC(SWM) for providing segregation centers/OWC's and transportation & deposition of C & D waste generated from site to designated and fill sites as per C & D waste management plan rule 2016

25 That the developer shall ensure compliance of the provisions of building and other construction workers (Regulation and Employment and conditions of strikes, Act 1996 and submit documentation to that effect in order to comply the various orders of Hon'ble supreme court of India in IA127961/2018 in SWM(c) No.(a)1/2015.

26 That the work shall not be carried out between 10.00 pm. to 6.00 am only in accordance with rule 5A (3) of noise pollution (regulation & control) Rules 2000 & the provision of notification issued by Ministry of Environment & forest Department.

27 That you shall maintain existing Amenity at the cost of Developer till plot is cleared and all slum dwellers removed on the site.

28 That you shall submit NOC from MOEP before granting C.C. beyond 20,000 Sq Mt. construction area in S.R. Scheme

29 That you shall submit remarks from Assistant Commissioner 'S' ward/ Ex. Eng. (C/P)ES will be submitted regarding no compensation/ or create accommodation granted to 17 Nos. of Slum dwellers on 360 sq. wide D.P. Road (Water Trunk Main/Aqueduct)

30 That the cognizance of Govt. Notification dtd. 28.08.2019 shall be taken & the conditions mentioned in the Notification to be followed scrupulously.

31 That you shall incorporate the clause in all prospective buyers stating there in that all common areas and passage shall be maintain as approved & shall not be misused at any point of time

32. That you shall incorporate a condition in the agreements of END USERS to the effect that the said END USERS shall not complain to SRA Administration for approving substandard size rooms in the tenements/tenement, building with deficient open spaces, mechanical light & ventilation, probable mechanized failure of mechanized parking provisions, as well as, copy of such specimen agreement shall be submitted to SRA Administration. SRA & its Officers shall be indemnified from any probable dispute that may arise in future

33 That you shall abide with all the proceedings/orders of court of law or any judicial / quasi judicial forums arising out of S.R. Scheme under reference if any. You shall submit proposals by taking due cognizance of it from time to time

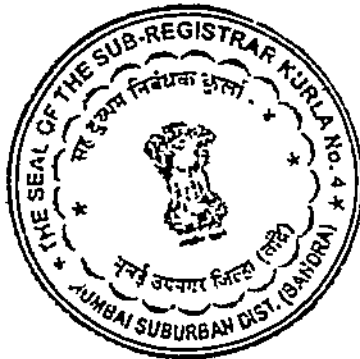
34 That you shall execute registered agreement of lease with SRA for composite building.

If applicant Society/Developer/Architect are agreeable to all these conditions, then may submit proposal for approval of plans separately for each building, in conformity with the Development Control and Promotion Regulations 2034 in the office of the undersigned within 90 days from receipt of this LOI.

Yours faithfully,

  
for Chief Executive Officer  
Slum Rehabilitation Authority

Hon'ble CEO (SRA) has approved draft LOI



Annexure "4" Colly'

**SLUM REHABILITATION AUTHORITY**  
Administrative Building, Anant Kanekar Marg, Bandra(E), Mumbai - 400051

Intimation of Approval under Sub regulation of Regulation 33(1)(1) Development Control and Promotion Regulations - 2034 For Greater Mumbai

No. SRA/ENG/S/PVT/0143/20171213/AP/C..... Date: 20 MAY 2022

To, M/s. Marathan Realty Limited  
702, Marathan Max, Mulund Goregaon Link Road,  
Mulund (West), Mumbai - 400 030.

With reference to your Notice letter u/no. 600488 dated 07/03/2021 and delivered on 07/03/2021 and the Plans Sections Specifications and Description and further particulars and details of your building at G.T.S. No. 37/1(2) of village Bhandup - Bhandup (West) Mumbai - 400078, 'SHREE GANESH S&A CHS (P&O)'

furnished to me under your letter, dated 07/03/2021. I have to inform you that the proposal of construction of the building of work proposed to be erected or executed is hereby approved under Section 45 of the Maharashtra Regional & Town Planning Act, 1966 as amended up-to-date subject to the following conditions

**A. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UP TO PLINTH LEVEL**

- A.1) That the Commencement Certificate under section 44/69 (1) of the MR & TP Act shall be obtained before starting the proposed work.
- A.2) That the compound wall shall be constructed, after getting the plot demarcated from the concerned authority, on all sides of the plot clear of the road side drain without obstructing the flow of rain water from the adjoining holding, to prove possession of holding before starting the work as per DCPR 2034 Regulation No. 37 (24).
- A.3) That the structural Engineer shall be appointed, and the Supervision memo as per Annexure - 5 of DCPR - 2034 shall be submitted by him.
- A.4) That the Structural design and calculations for the proposed work accounting for system analysis as per relevant IS code along with plan shall be submitted before C.C.

Subject to your so modifying your intention as to comply the aforesaid mentioned conditions and requirements. You will be at liberty to proceed with the said building or work at any time before the 07/03/2021 day 20 but not so as to contravene any of the provisions of the said Act as amended or as aforesaid or any rule regulation made under the Act or the land in force.

Your attention is drawn to the special instructions and Notes accompanying this Intimation of Approval

2022

Executive Engineer, (S.R.A.)

**SPECIAL INSTRUCTIONS**

- (1) IN CASE OF PRIVATE PLOTS THIS INTIMATION OF APPROVAL GIVES NO RIGHT TO BUILD UPON LAND WHICH IS NOT YOUR PROPERTY
- (2) Under Section 151 & 152 of M.R & T.P Act 1966 as amended the Chief Executive Officer, Slum Rehabilitation Authority has empowered the Dy Ch. Engineer (S.R.A.)/ Executive Engineer (S.R.A.) to exercise perform and discharge the powers, duties and functions conferred and imposed upon and vested in the C.E.O (S.R.A.) by section of the said Act
- (3) Proposed date of commencement of work should be communicated to this office
- (4) One more copy of the block plan should be submitted to the Collector Mumbai / Mumbai Suburban District as the case may be.
- (5) Necessary permission for Non agricultural use of the land shall be obtained from the Collector Mumbai/ Mumbai Suburban District before the work is started. The Non agricultural assessment shall be paid to the Collector as may be fixed by the Collector under the Land Revenue Act, 1948.

Attention is drawn to the notes accompanying this Intimation of Approval



SRA/ENG/S/PVT/0143/20171213/AP/C

- 5) That the minimum plinth height shall be 30 cm above the surrounding ground level or in areas subject to flooding the height of plinth shall be at least 60 cm. above the high flood level
- 6) That the low lying plot shall be filled up to a reduced level of at least 92 T.H.D or 15 cm above adjoining road level whichever is higher with murrum, earth boulders etc. and shall be leveled, rolled consolidated and sloped towards road
- 7) That the internal drainage layout shall be submitted & got approved from concerned Asst. Engineer (SRA) and the drainage work shall be executed in accordance with the approved drainage layout.
- 8) That the existing structure proposed to be demolished shall be demolished with necessary phase program by executing agreement with eligible slum dwellers.
- 9) That the Registered site supervisor through Architects/Structural Engineer shall be appointed before applying for C.C. & quarterly report from the site supervisor shall be submitted through the Architect/Structural Engineer certifying the quality of the construction work carried out at various stages of the work.
- 10) That no construction work shall be allowed to start on the site unless labour insurance is taken out for the concerned labourers and the same shall be revalidated time to time. And the compliance of same shall be intimated to this office
- 11) That the Registered Undertaking from the Developer And Society shall be submitted for the following
  - i) Not misusing site.
  - ii) To Demolish the excess area if constructed beyond permissible F.S.I
  - iii) Not to misuse the entrance lobby
  - iv) Not misusing part/pocket terrace
  - v) Handing over setback land free of compensation alongwith the plan.
  - vi) That condition for inadequate maneuvering space for car parking to be included in the sale agreement of prospective buyers & no complaints to SRA in this regards will be made in future & to incorporate a condition in sale agreement informing the prospective buyers regarding inadequate maneuvering space for car parking has been approved in the building u/ref & that no claims/damages/risks will be made against CEO (SRA) & its staff in this regards.
  - vii) That the buyers / member will not be held liable to SRA for inadequate/sub standard sizes of rooms in future
  - viii) That the buyers / member will not be held liable to SRA for deficient open spaces in Rehab building.
- 12) The Structural designs and the quality of materials and workmanship shall be strictly as per conditions laid down in DCPR 2034
- 13) That you shall submit the NOCs as applicable from the following concerned authority in the office of Slum Rehabilitation Authority at a

SRA/ENG/S/PVT/0143/20171213/AP/C

Sr No	NOC's	Stage of compliance
1	A.A. & C.S. Ward	Before Plinth CC of building u/ref
2	H.E from MCGM	Before Plinth CC of building u/ref
3	Tree Authority	Before Plinth CC of building u/ref
4	Dy Ch Eng.(SWD) E.S. i) Regarding Internal SWD	Before further CC of building u/ref
5	Dy Ch Eng.(S.P.) (P & D)	Before Plinth CC of composite building u/ref
6	Dy Ch Eng.(Roads) E.S.	Before Plinth CC of building u/ref
7	PCO	Before Plinth CC of building u/ref
8	BEST / TATA / Reliance Energy / MSEB / Electric Co.	Before Further CC of building u/ref
9	NOC's from MTR/L-Mumbai regarding required area & location for installation of telephone concentrators room	Before OCC of building u/ref
10	C.F.O.	Before Plinth CC of building u/ref
11	E.E (M&E) of MCGM	Before Further CC of building u/ref

- 14) That the design and construction of proposed building will be done under supervision of Registered Structural Engineer as per all relevant I.S. Codes including seismic loads as well as under the supervision of Architect and Licensed Site Supervisor
- 15) That the standby arrangement of generator/ alternative electric power supply requisite capacity shall be made in case of failure of power
- 16) That the P.R card in name of present owner shall be submitted before granting plinth C.C. to Composite building u/ref
- 17) That all the cantilever projections shall be designed for a max of load as per I.S. code 1903 2002 This also includes the column projections beyond terrace & carrying UHWTS etc
- 18) That you shall be asked unless payment of advance for pest control treatments at construction site to prevent epidemics like Dengue, Malaria etc is made by insecticide officer of concerned ward office. A provision shall be made as and when required by Insecticide officer inspection of water tanks by providing safe bus stable & other requirements as communicated by insecticide office shall be compulsory

19) That the structural members below the ground level shall be designed considering the effect of chlorinated water sulphur water, seepage water etc & any other possible chemical effect & due to care while constructing the same will be taken & completion certificate to that effect shall be issued before granting further C.C beyond plinth.

20) That the structural design calculation from structural engineer will be insisted before further C.C of Non-composite building regarding impervious design of common terrace of sale wing for provision of common utility open space

21) That the structural design of buildings having height less than 24m, peer reviewed from another registered structural engineer from a recognized institute

22) That you shall submit the Indemnity Bond indemnifying the Slum Rehabilitation Authority and its officers against any accident on site which may cause damages / risks arising out of any sort of litigation with the slum dwellers / property owners / others before IOA.

23) That you shall incorporate necessary condition in sale agreement of sale flat owners that, they will not blame SRA for inadequate/sub standard size of rooms in future & the prospective buyers will be made aware of the same & no claims / damages / risks will be made against SRA & its staff with regards to the same. A copy of sale agreement will have to submit before granting further C.C to building w/r/cf.

24) That you shall incorporate necessary condition in agreement for sale of sale common area that the sale building is constructed with deficient open space & the prospective buyers will be made aware of the same & no claims / damages / risks will be made against CEO(SRA) & its staff with regards to the same. A copy of sale agreement will have to submitted before granting further C.C to building w/r/cf.

25) That you shall provide transit accommodation to the slum dwellers with requisite amenities, if required to be shifted for construction of proposed building, till the permanent tenements are allotted and possession is given complying all formalities and existing amenities shall be maintained in sound working condition till slum dwellers are rehoused in the proposed rehabilitation tenements.

26) That you shall obtain the permission for construction of the temporary transit accommodation from Slum Rehabilitation Authority along with the phased development programme and the list of the eligible slum dwellers shifted in the transit camp or shifted on rental basis duly signed by Developer & Committee members with date of their displacement from their existing huts shall be submitted before requesting C.C for Composite bldg.

27) That Rehab wing shall constructed as per specifications of relevant IS Codes / NBC in force under specifications for quality control measures as prescribed by SRA.

28) That the C.C. shall be released as per Co-relation Rehab BUA & P.R. card in word policy as may be decided by SRA.

29) High Rise Rehab Building:

a. That you shall appoint Project Management Consultant with prior approval of Dy.Ch.Eng. (S.R.A.)/E.E. (S.R.A.) for implementation / supervision / completion of S.R. Scheme

b. The Project Management Consultant appointed for the scheme shall submit quarterly progress report to Slum Rehabilitation Authority after issue of LOI

c. That the developer shall execute tri partite Registered agreement between Developer Society & Lift Supplying Co. or maintenance firm for comprehensive maintenance of the electro mechanical systems such as water pumps, lifts, etc for a period of ten years from the date of issue of Occupation Certificate to the Rehabilitation / Composite building.

Entire cost shall be borne by the developer and copy of the registered agreement shall be submitted to S.R.A for record before applying for Occupation Certificate including part O.C.

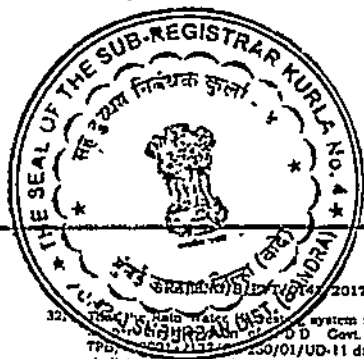
d. The third party quality auditor shall be appointed for the scheme with prior approval of Dy.Ch. Eng. (S.R.A.) / E.E. (S.R.A.) for quality audit of the building work at various stages of the S.R. Scheme

e. That the developer shall install fire fighting system as per requirements of C.F.O and to the satisfaction of this department. The developer shall execute tri partite Registered agreement between Developer Society & Fire Fighting equipment supplying Co. and/or maintenance firms for comprehensive maintenance for a period of ten years from the date of issue of occupation certificate to the building.

f. Entire cost shall be borne by the developer and copy of the Registered Agreement shall be submitted to SRA for record before applying for Occupation Certificate including part O.C

30) That the existing stand post water connections in the scheme shall be disconnected after demolition of respective hutment and all the dues shall be paid & cleared by the developer in consultation of AE/W of concerned ward.

31) That you make payment in respect of the depreciated cost of any toilet block(s) existing in the slum plot to the Municipal Corporation of Greater Mumbai through Ch.E. (MSDP) / Ch.E.(SP) / Asst. Commissioner of concerned Ward, as the case may be if the same is required to be demolished for development under SRA.



32) That the rain water harvesting system should be installed/provided as per the provisions of U.D.D. Govt. of Maharashtra under no. TPD/432001/2133/CR 230/01/UD-11 dtd. 10.03.2005 and the same shall be maintained in good working conditions all the time falling which penalty of Rs. 1000/- per annum for every 100 sq.mt. of built up area shall be levied

33) That the slab of the U/G Tank/ Firefighting tank & top of basement shall be designed with "AA" class loading to bear the load of fire brigade vehicle

**B THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE FURTHER C.C OF SUPER STRUCTURE.**

1) That a plan showing the dimensions of the plinth and the available open spaces certified by the Architect shall be submitted and the same shall be got checked & certified by the concerned Sub Engineer (SRA)

2) That the stability certificate for work carried out upto plinth level/silt level shall be submitted from the Lic. Structural Engineer

3) That the quality of construction work of bldg. shall be strictly monitored by concerned Architect, Site supervisor, Structural Engineer, Third Party Quality Auditor and Project Management Consultant. The periodical report as regards to the quality of work shall be submitted by Architect along with test result.

4) That you shall submit the P.R. Card with area mentioned in wards duly certified by Superintendent of Land Records for amalgamated/sub-divided plots before requesting C.C for last 25% of sale built up area

**C THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE GRANTING O.C. TO ANY PART OF THE PROPOSED BUILDING**

1) All the conditions of letter of intent shall be complied with before asking for occupation certificate of sale/composite building.

2) The Building Completion Certificate in prescribed Form certifying work carried out as per specification shall be submitted.

3) That some of the drains shall be laid internally with C.I pipes

4) That you shall developed the layout access/D.P. Road/sidback land including providing streetlights as per the remarks/specifications MCGM. And submit the completion certificate from E.E. (Road Construction) as per the remarks.

5) That the dustbins shall be provided as per requirement.

6) That carriage entrance over existing SWD shall be provided and charges if any for the same shall be paid to MCGM before requesting occupation

7) That the surface drainage arrangement shall be provided in consultation with E.E. (SWD) as per the remarks and a completion certificate shall be obtained and submitted before requesting for occupation certificate/B.C.C.

8) That the requirements from the M.T.N.L./ Reliance Energy /concerned electric Supply Co. shall be complied and complied with before asking occupation permission.

9) That the Architect shall submit the debris removal certificate before requesting for occupation permission.

10) That 10'-0" wide paved pathway up to staircase shall be provided

11) That the surrounding open spaces, parking spaces and terrace shall be kept open and unbuilt upon and shall be leveled and developed before requesting to grant permission to occupy the building or submitted the B.C.C. whichever is earlier

12) That the name plate/board showing Plot No., Name of the Bldg. etc shall be displayed at a prominent place

13) That the N.O.C. from Inspector of Lifts, P.W.D. Maharashtra, shall be obtained and submitted to this office

14) That the drainage completion Certificate from E.E. (S.P.) (P & D) for provision of septic tank/soak pit/STP shall be submitted.

15) That stability Certificate from Structural Engineer in prescribed Form along with the final plan mounted on canvas shall be submitted

16) That the single P.R. cards for the amalgamated plot shall be submitted

17) That layout R.O. shall be developed as approved by SRA.

18) That the N.O.C. from the A.A. & C. "S" Ward shall be obtained and the requisitions, if any shall be completed with before O.C.C.

19) That the list of slum dweller to be accommodated in the building shall be submitted in duplicate before submitting ICC.

20) That completion certificate from C.F.O. shall be submitted.

21) That the completion certificate from E.E. (M&E) of MCGM for Ventilation/Stack parking/Mechanical Parking System shall be submitted.

22) That the completion certificate from Tree Authority of MCGM shall be submitted

23) That the Rain Water Harvesting system should be installed/provided as per the Director of U.D.D., Govt. of Maharashtra under No. TPD/432001/2133/CR 230/01/UD-11 dtd.10/03/2005 and the same shall be maintained in good working conditions all the time falling



SRA/ENG/S/PVT/0143/20171213/AP/C

which penalty of Rs.1000/ per annum for every 100 sq.mt. of built up area shall be levied

- 24) That the defect liability period for rehab/composite building will be 3 years from the date of obtaining OCC and any repairs/rectification required during this period will be done by the developer as per circular no. 108
  - 25) The bank guarantee and deposits of the developer will be withheld till the completion of the defect liability period of rehab bldg. That you shall pay Rs. 100/ per eligible slum dwellers towards issue of Identity Cards as per circular No. 137 dtd 01.08 2012 before O.C.C. to Rehab Bldg / Composite Bldg.
  - 26) That you shall pay Rs. 10/ (Rupees Ten Only) per sq.foot of rehab constructed area inclusive of rehab component & staircase, lift, passage, silt area etc. for the Structural Audit as per circular no. 133 before issue of Occupation Certificate of rehab building.
  - 27) That Extra Water Sewerage & Charges shall be paid to A.E.W S of MCOM before OCC.
  - 28) That the Architect shall submit self-certified structural audit certificate from registered structural engineer at the time of application for occupation certificate.
  - 29) That the Developer shall submit structural stability certificate from registered structural engineer having minimum experience of 5 years for rehab building at the end of defect liability period or application for release of bank guarantee
- D THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE O.C.C.**
- 1) That certificate under Section 270A of B.M.C Act. shall be obtained from H.E.'s department regarding adequacy of water supply
  - 2) That you shall have to maintain the rehab building for a period of 3 years from the date of granting occupation to the rehab bldg.
  - 3) That you shall have to maintain the electro mechanical systems such as water pumps, lifts, etc. for a period of ten years from the date of issue of Occupation Certificate to the Rehabilitation / Composite building.
  - 4) That the Amenity Tenements i.e. 01 nos. of Balwadi, 01 nos. of Welfare Centre 01 no of Society Office 01 no Community Hall & 01 no. Women Entrepreneurship shall be handed over to within 30 days from the date of issue of OCC of Rehab/Composite bldg.

**NOTES.**

- 1) That C.C. for sale building shall be controlled in a phase wise manner as decided by CEO (SRA) in proportion with the actual work of rehabilitation component as per Circular No. 98 & 104

**NOTES**

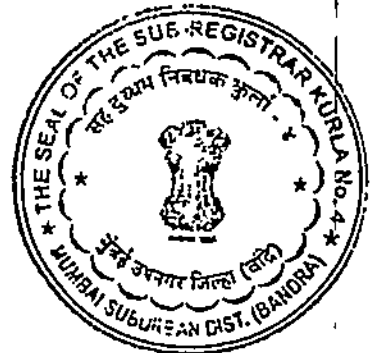
- (1) The work should not be started unless objections \_\_\_\_\_ are complied with.
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement of the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained for any shed to house and store for construction purposes. Residence of workmen shall not be allowed on site. The temporary structures for storing construction materials shall be demolished before submission of building completion certificate and a certificate signed by Architect shall be submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site for workers, before starting the work.
- (5) Water connection for construction purposes will not be given until the hoarding is constructed and application is made to the Ward Officer of M.C.O.M with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer of M.C.O.M. or his representative in wards of M.C.O.M at least 15 days prior to the date of which the proposed construction work is taken in hand, that the water existing within the compound will be utilized for their construction work and they will not use any Municipal Water for construction purpose. Failing this, it will be presumed that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks, metal, sand, preps, debris etc should not be deposited over footpaths or public street by the owner/architect/their contractors, etc without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the compliance of above said conditions is approved by this department.
- (9) No work should be started unless the structural design is submitted from Licensed Structural Engineer
- (10) The work above plinth should not be started before the same is shown to this office Sub Engineer (SRA) concerned and acknowledgement obtained from him regarding correctness of the open space dimension.
- (11) The application for sewer street connections if necessary should be made simultaneously with commencement of the work as the Municipal Corporation of Greater Mumbai will require time to consider alternative site to avoid the excavation of the road and footpath.
- (12) All the terms and conditions of the approved layout/sub-division/Amalgamation under No. \_\_\_\_\_ should be adhered to and complied with.
- (13) No building/Drainage Completion Certificate will be accepted and water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the concerned Ex Engineer of M.C.O.M and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of concerned, Ex Engineer of M.C.O.M including asphaltting, lighting and drainage before submission of the building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in

SRA/ENG/S/PVT/0143/20171213/AP/C

- 2) That no occupation permission of any of the sale wing/sale building/sale area shall be considered until the Occupation Certificate for equivalent Rehabilitation Area is granted
- 3) That CEO (SRA) reserves right to add or amend or delete some of the above or all the above mentioned condition if required during execution of Slum Rehabilitation Scheme.

2022

Executive Engineer,  
Slum Rehabilitation Authority



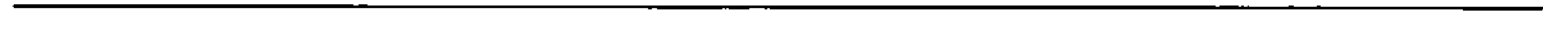
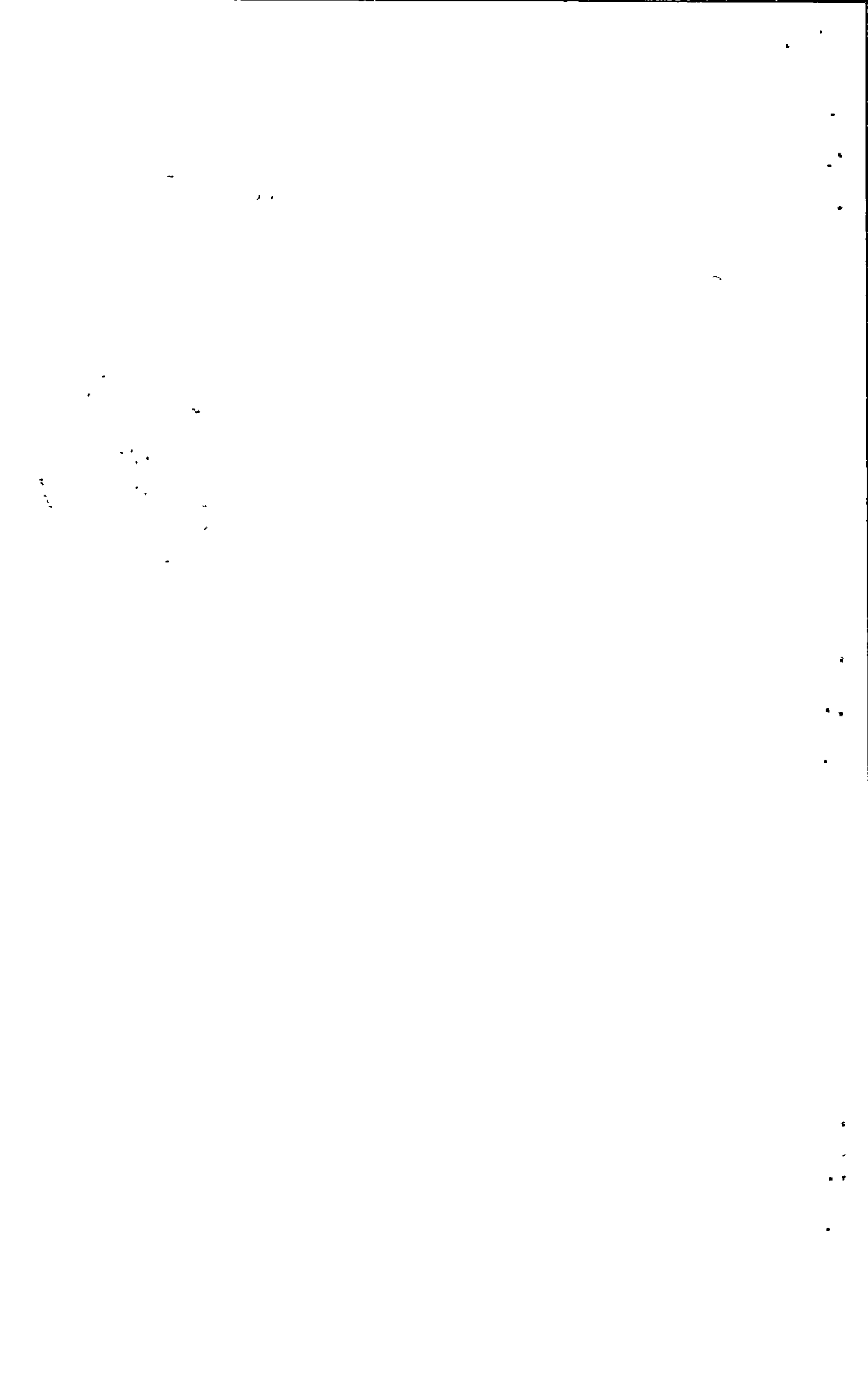
concrete having broken glass pieces at the rate of 0.125 cubic metres per 10 sq mt below pavement.

- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of the bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures or proposed to be demolished are demolished.
- (20) If it is proposed to demolish the existing structures by negotiations with the tenants under the circumstances, the work as per approved plans should not be taken up in hand unless the Dy Ch. Engineer (SRA) is satisfied with the following:
  - (i) Specific plans in respect of evicting or rehousing the existing tenants on your plot stating their number and the area in occupation of each tenant.
  - (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail for alternative accommodation in the proposed structure.
  - (iii) Plans showing the phase program of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction the Development Control Rules regarding open spaces, light and ventilation of existing structure promotion.
- (21) In case of additional floor no work should be started during monsoon which will give rise to water leakage and consequent nuisance to the tenants staying on the floor below.
- (22) The bottom of the overhead Water Tank above the finished level of the terrace shall not be less than 1.20 meter & not more than 1.50 meter.
- (23) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, wherever necessary is obtained.
- (24) It is to be understood that the foundations must be excavated down to hard soil.
- (25) The positions of the maharis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (26) No new well tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing from the Chief Executive Officer of Slum Rehabilitation Authority.
- (27) All gully traps and open channel shall be provided with tight fitting mosquito proof covers as per relevant I. S. specifications.
- (28) No broken bottle should be fixed over boundary walls. The prohibition refers only to broken bottles & not to the use of plain glass for coping over compound wall.
- (29) If the proposed addition is intended to be carried out on old foundations and structures will do so at your own risk.

- Copy Forwarded to
- 1) Architect / Lic Service
  - 2) Owner
  - 3) Asstt. Muncl. Comm. [ S ] Ward
  - 4) A.D.C./S.D./Sub. Divisional Officer
  - 5) Taxildar Officer B.S.D./By Coll (SRA)
  - 6) Dy. Ch. E. (DP) Ward
  - 7) A.E.W. S. Ward
  - 8) A.A. & C. S. Ward

Executive Engineer, (S.R.A.)

Executive Engineer  
Slum Rehabilitation Authority



Annexure "u" Collyer



SLUM REHABILITATION AUTHORITY

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No.: S/PVT/0143/20171213/AP/C

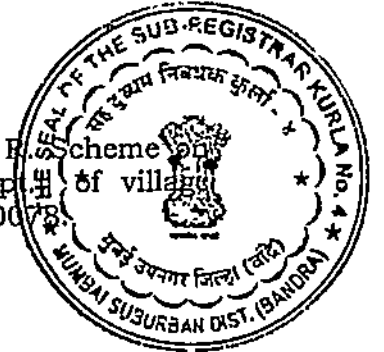
Date: 30 DEC 2021

To,

M/s Marathon Nextgen Realty Ltd.  
702, Marathon Max,  
Mulund-Goregaon Link Road,  
Mulund (w), Mumbai - 400080.

**Sub:** Amended IOA of Composite building for proposed S. R. Scheme of village Bhandup, Bhandup (West), Taluka Kurla, Mumbai- 400078.

**Ref:** Your application u/no.1855/SOP/S dt.13/12/2021.



Gentleman,

There is no objection to carry out the work as per amended plans (i.e. wing "D" comprising of Basement + Ground (pt) & Stilt (pt) +1<sup>st</sup> to 19<sup>th</sup> upper floors for accommodating Rehab Residential tenements and provisional PAP having carpet area of 27.88 Sq.mt. each and 20<sup>th</sup> (pt.) fl. for Sale tenements and sale wing "A", "B" and "C" comprising Basement + Gr (pt) & Stilt (pt) + 1<sup>st</sup> to 22<sup>nd</sup> upper floors) submitted by you vide your letter under reference subject to the following conditions:

- 1) All the conditions of IOA dtd. 20/05/2021 shall be complied with.
- 2) That all the conditions of LOI dtd 15/05/2021 shall be complied with.
- 3) That the RCC design, calculation & certificate from licensed Structural Engineer for the same from another structural Engineer shall be submitted before requesting C.C. to bldg u/ref.
- 4) That the final plan mounted on canvas shall be submitted before requesting for O.C.C. permission.
- 5) That you shall comply all the condition mentioned in registered undertaking before full OCC to building u/ref.
- 6) That you shall submit certificate from flat buyers who availed of benefits in stamp duty vide G.R. No.TPS-1820/AN-27/P.K.80/20/NV-13/ dt.14/01/2021 before OCC for building u/ref.

One set of amended plan is returned herewith as token of approval.

Yours faithfully,

Sd.  
Executive Engineer- 3  
Slum Rehabilitation Authority

करल ४		
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२०२२		

**Copy to:**

- 1) Assistant Commissioner "S" Ward MCGM
- 2) A. A. & C. "S" Ward,
- 3) H. E. of MCGM,
- 4) Architect Shri Santosh Dubey of M/s Matrix.  
702, Marathon Max, Mulund Goregaon Link Road,  
Mulund (west) Mumbai - 400980

Executive Engineer- 3  
Slum Rehabilitation Authority



Annexure '5'



DEVELOPER  
OFFICE COPY

SLUM REHABILITATION AUTHORITY  
Administrative Building, Anant Kanekar Marg, Bandra (east), Mumbai

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM 'A')

NO SRA/ENG/S/PVT/0143/20171213/AP/C

COMMENCEMENT CERTIFICATE (COMPOSITE BUILDING)

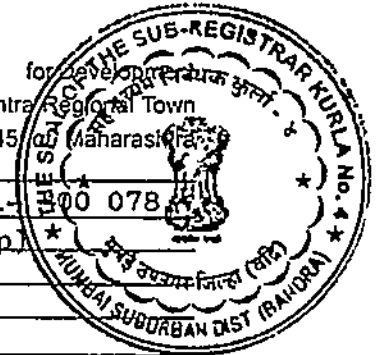
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४००५१९	४२	६०
2022		
10 AUG 2021		

To,  
M/s. Marathon Nextgen Realty Limited  
702, Marathon Max, Mulund Goregaon Link Road,  
Mulund (west) Mumbai- 400 080

Sir,

With reference to your application No 000489 dated 07/05/2021 for development permission and grant of Commencement Certificate under section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 to erect a building on plot No. \_\_\_\_\_ C.T.S.No 87/D(ot), Village Bhandup, Bhandup(west) Mumbai- \_\_\_\_\_  
Tulshat Pada road for Shree Ganesh SHA CHS (prop)

of village Bhandup TPS No \_\_\_\_\_  
ward 'S' Situated at \_\_\_\_\_



The Commencement Certificate / Building Permit is granted subject to compliance of mentioned in LOI  
UR/No SHA/ENG/S/PVT/0143/20171213/LOI dt 05/05/2021  
IDA/UR/No SRA/ENG/S/PVT/0143/20171213/AP/C dt 20/05/2021  
and on following conditions

- 1 The land vacated in consequence of endorsement of the setback line/road widening line shall form part of the Public Street
- 2 That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any reason until occupancy permission has been granted
- 3 The Commencement Certificate/Development permission shall remain valid for one year from the date of its issue However the construction work should be commenced within three months from the date of its issue
- 4 This permission does not entitle you to develop land which does not vest in you or in contravention of the provision of coastal Zone Management Plan
5. If construction is not commenced this Commencement Certified is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
- 6 This Certificate is liable to be revoked by the C E O (SRA) if -
  - (a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans
  - (b) Any of the condition subject to which the same is granted or any of the restrictions imposed by the C E O (SRA) is contravened or not complied with
  - (c) The C E O (SRA) is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 and 45 of the Maharashtra Regional and Town Planning Act 1966
- 7 The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him

The C E O (SRA) has appointed Shri M.A. Wani  
Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act

This C C is granted for work up to Flinth Level for Composite Building as per approved plans dated 20/05/2021.

For and on behalf of Local Authority  
The Slum Rehabilitation Authority

Executive Engineer (SRA) -III  
FOR  
CHIEF EXECUTIVE OFFICER  
(SLUM REHABILITATION AUTHORITY)

SBA/ENG/S/PVT/0143/20171213/AP/C

31 DEC 2021

This C.C. is re-endorsed as per approved amended plans dated-30/12/2021

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Executive Engineer  
Slum Rehabilitation Authority



**ANNEXURE "6"**

(Details of Revised/Amended Approvals/Permissions)

करल ५		
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**1 Details Amended Intimation of Approval ("IOA"):**

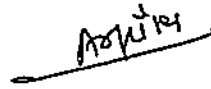
- i. The SRA has further issued amended IOA dated 30<sup>th</sup> December, 2021 bearing No.S/PVT/0143/20171213/AP/C for Composite Building Copies of the IOA dated 20<sup>th</sup> May, 2021 and amended IOA are annexed hereto and collectively marked as Annexure "4 (Colly.)"

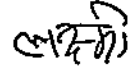
**2 Details further Commencement Certificate ("CC"):**

- i. The SRA has issued re-endorsed CC dated 31<sup>st</sup> December, 2021 bearing No SRA/ENG/S/PVT/0143/20171213/AP/C for Composite Building A copy of the CC is annexed hereto and marked as Annexure "5"















# Annexure "7"

करल ४		
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## महाराष्ट्र शासन

### मालमत्ता पत्रक

0861

गाव/पेठ : मांडुप	तालुका/न.मु.का. : नगर भूमापन अधिकारी, मुलूंड			जिल्हा : मुंबई उपनगर
नगर भूमापन क्रमांक	शिट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार
८७/८			१४६३ ९०	शेती
शासनाला दिलेल्या आकाराचा किंवा भाड्याचा तपशिल आणि त्याच्या फेरतपासणीची नियत वेळ				

सुविधाधिकार				
इच्छाचा मुळ धारक H				
वर्ग	मांडुप मिल्कतीचे मालक			
पट्टेदार				
इतर शार				
इतर शारे				

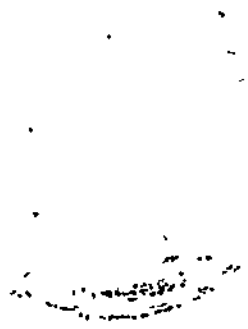
दिनांक	व्यवहार	खल क्रमांक	नविन धारक(वा) पट्टेदार(वा) किंवा साक्षांक
२५/०२/२०१३	गृहनिर्माण व विशेष सहाय्य विभाग महाराष्ट्र शासन यांचेकडील अधिसूचना क्र दि.१०/२०/०९ १९७ झोपडपट्टी एन सुधारणा -१ दि. २२ नोव्हेंबर २००० चे शासन राजपत्र मा उप, जी (अति/जिल्हा) यांचेकडील दि.३०/०७/०९ ची नियुक्त न भू क्र यांचे दि. २४/२/२०१३ चे आदेशान्वये महाराष्ट्र झोपडपट्टी (सुधारणा, निर्मुलन व पुनर्विकास) आधी १९७९ चे कलम १४(१) अन्वये संपादित क्षेत्रास महाराष्ट्र शासनाचे नाव दाखल केले		फेरफार क्र ७२९ प्रमाणे सही- २४/२/२०१३ न भू अ मुलुड
०९/०७/२०१३	गृह व विशेष सहाय्य विभाग महाराष्ट्र शासन यांचे राजपत्र दि १ नोव्हें. २००९, सह दुय्यम निबंधक कुर्ला-४ यांचे कडून नोंदणीकृत भाडेपट्टा दस्त क्र. १४/२२/२००५ दि १४/२/२००५ व न भू अ यांचे दि १/७/२०१३ चे आदेशान्वये न भू क्र. ८७ पै यांचे २२६२ ५० चौ.मी संपादित झालेल्या क्षेत्रास भाडेपट्टेदार सदरी महाकालेश्वर एस आरए सह.गृह संस्था यांचे नांव दाखल केले व नोंद केली (मुदत दि १/४/२००४ पासून कालावधी ३० वर्षे)		फेरफार क्र ५३२ प्रमाणे सही- २४/२/२०१३ न भू अ मुलुड
१५/१२/२०१५	मा जमाबंदी आयुक्त आणि संचालक भूमि अभिलेख (म राज्य) पुणे यांचेकडील परिपत्रक क्र ना भू ५/नि प/असरी नोंद/२०१५ पुणे दिनांक १६/२/२०१५ व इकडील आदेश क्र न.भू मांडुप /फे क्र ९१३/२०१५ दिनांक १५/१२/२०१५ अन्वये मिल्कत पत्रिकेवर नमुद असलेले अंकी क्षेत्र अक्षरी वारा हजार सातशे आठेचाळीस पूर्णांक तीन दशांश चौ मी दाखल केले		फेरफार क्र ९१३ प्रमाणे सही- १५/१२/२०१५ न भू अ मुलुड
०६/०६/२०१६	अन्यरीतीने/आदेशान्वये , मा मुख्य कार्यकारी अधिकारी, झो पु प्रा.यांचेकडील आदेश क्र.जा कू/झो.पु.प्रा/न भू/कार्या-१/टे.एस -१ / महाकालेश्वर /सावि-५/ २०१४ दि २७/३/२०१४ व मा जिल्हा अधीक्षक भूमि अभिलेख , मुंबई उपनगर जिल्हा यांचेकडील पत्र क्र न भू सं-३/ मांडुप /नविन नि प/<६३ कवि -१४०/२०१५ दि ४/४/२०१५ व नो र न ७६७/२०१४ अन्वये क्षेत्र दुसऱ्यास अधीन राहून न भू क्र ८७ या मिल्कती मध्ये पोटविभाजनाने ८७ अ क्षेत्र १७७ ५ चौ मी न भू क्र.८७ व/१ क्षेत्र १९७० ८ चौ.मी.न.भू क्र.८७ व/२ क्षेत्र ९.६ चौ.मी न.भू क्र ८७ व /३ क्षेत्र २८२ १ चौ .मी.नभू क्र ८७ क क्षेत्र ४५२ चौ मी असा स्वतंत्र मिल्कत पत्रिका उचरून मूळ मिल्कत पत्रिकेप्रमाणे सत्ता प्रकार व धारक दाखल करून मोजणी प्रमाणे पोटविभाजीत क्षेत्रा बाबत कसात नोंदी दाखल केल्या .न.भू क्र ८७ यास ८७ अ असा श्रेज बदल केला व उर्यरिन क्षेत्र कायम केले		फेरफार क्र ८७० प्रमाणे सही- ०६/०६/२०१६ न भू अ मुलुड

हे मिल्कत पत्रिका (दिनांक १०/२४/२०१९ १२-००.०० AM रोजी) डिजिटल स्वाक्षरीत केली असल्यामुळे त्यावर कोणत्याही सही शिक्क्याची आवश्यकता नाही

मिल्कत पत्रिका डाऊनलोड दिनांक ५/१२/२०२१ ४:५७ २३ PM

वेद्यता पडताळणी साठी <http://appleabhiwakh.mahabhumi.gov.in/DSLRF/propertycard> या संकेत स्थळावर जाऊन २२०९१००००१६६२१९६ हा क्रमांक वापरावा





Annexure 8

करल ४	
२०२२	PRASANNA S. TARE B. Com, LL.B Commission Sheet No. 2

**PRASANNA S. TARE**  
B. Com, LL.B  
Accessary High Court Mumbai

**TITLE CERTIFICATE**

**TO WHOMSOEVER IT MAY CONCERN**

At the request from my client Marathon Nextgen Realty Limited having, their office at Marathon Futures, N. M. Joshi Marg, Lower Parel, Mumbai - 400 013 (hereinafter referred to as the company), I have investigated the title of the company in respect of all that pieces or parcels of lands bearing Survey No. 166 (Part), corresponding to the Old C. T. S. No. 87 (Part) and New C. T. S. No. 87D (Part), admeasuring about 4147 square meters, at Village Bhandup, Taluka Kurla, Mumbai Suburban District within the limit of 'S' Ward of Municipal Corporation of Greater Mumbai (herein after referred to as the "Said Plot") and more particularly described in the schedule hereunder written.

**I. TITLE DOCUMENTS:**

For the purpose of this certificate, I have perused the following documents as stated below, and have relied upon the contents being true and correct.

- I. Property Card in respect of C.T.S. Nos. 87D of Village- Bhandup Taluka Kurla, Mumbai Suburban District.
- II. Development Agreement dated 14<sup>th</sup> February, 2016, executed between Shri. Ganesh (SRA) Sahakar Gruha Nirman Sansha (Proposed) Marathon Nextgen Realty Limited and its Members as Confirming Party along with the Power of Attorney dated 14<sup>th</sup> February, 2016.
- III. Letter of Intent (LOI) dated 5<sup>th</sup> May, 2021 bearing No. S/PVT/0143/20171213/ LOI issued by Slum Rehabilitation Authority in favour of Marathon Nextgen Realty Limited.
- IV. Intimation of Approval (IOA) dated 20<sup>th</sup> May, 2021 bearing No. SRA/ENG/S/PVT/0143/20171213/AP/C issued by Slum Rehabilitation Authority in favour of Marathon Nextgen Realty Limited.
- V. Commencement Certificate (CC) dated 10<sup>th</sup> August, 2021 bearing No. SRA/ENG/S/PVT/0143/20171213/AP/C.
- VI. Amended Approval dated 30<sup>th</sup> December, 2021 bearing No. SRA/ENG/S/PVT/0143/20171213/AP/C issued by Slum Rehabilitation Authority in favour of Marathon Nextgen Realty Limited.
- VII. Re- endorsement of Commencement Certificate (CC) dated 31<sup>st</sup> December, 2021 bearing No. SRA/ENG/S/PVT/0143/20171213/AP/C, pursuant to the amended approval dated 30<sup>th</sup> December, 2021.

Address: 601, 6<sup>th</sup> Floor, Shree Samarth Viscaria Co-Op. Hsg. Society Ltd., Shivdarsan Path, T. P. Road, Next to Shivdarsan SRA Building, Near Gadhav Naka, Bhandup (West), Mumbai - 400 078. Tel. 022-25842599 Call +91 9892632599, Email: prasnna@prasnna.com

VII. Development Agreement dated 19<sup>th</sup> November, 2016 executed by the Pratapsinh Shoorji Vallabhdas & Ors therein referred to as "BHANDUP MILKATICHE MALAK", the Party of the First Part, Matrix waste Management Private Limited "Matrix" the Party of the Second Part and Marathon Nextgen Realty Limited therein therein referred to as "DEVELOPER" the Party of Third Part, registered with the office of Sub-Registrar of Assurances at Kurla 3, under Serial No. KRL3/9259/2016, wherein the "BHANDUP MILKATICHE MALAK" granted the Development Right of said Plot to DEVELOPER and MATRIX confirm the same, with respect to the said land admeasuring about 5435 square meters including the said Plot and also granted Power of Attorney dated 19<sup>th</sup> November 2016, registered with the office of Sub-Registrar of Assurances at Kurla 3, under Serial No. KRL3/9260/2016.

IX. Deed of Conveyance dated 7<sup>th</sup> September, 2021, entered between Pratapsinh Shoorji Vallabhdas & Ors therein referred to as "Vendor", the Party of the First Part, Matrix waste Management Private Limited "Matrix" the Party of the Second Part and Marathon Nextgen Realty Limited therein therein referred to as "Purchaser" the Party of Third Part, the said Deed of Conveyance registered with the office of Sub-Registrar of Assurances at Kurla-4, under Serial No. KRL4/26445/2021, wherein the Vendors Conveyed Right, Title and Interest with respect to the said land admeasuring about 5435 square meters including the said Plot.

X. Indenture of Mortgage dated 27<sup>th</sup> February, 2017 registered with Sub-registrar of Assurances Kurla 4 under Serial No. KRL-4/1780 of 2017 dated 28<sup>th</sup> February 2017

XI. Indenture of Mortgage dated 26<sup>th</sup> September, 2017 registered with Sub-registrar of Assurances Kurla 3 bearing No. KRL3/9375/2017

XII. Search Report dated 1<sup>st</sup> June 2021 issued by the Sub-Registrar of Assurances, Kurla 3, Clerk/Property Title Investigator

**II. BRIEF HISTORY.**

Based on the aforesaid documents and the information furnished to me, I have observe as follows:-

**A. Devolution of title.**

I. It appears that, originally the Khat estate which was the Proprietors Bhandup Estate were, inter alia, the owners of the said piece or parcels of land admeasuring 9463.10 sq.mtrs being Survey No. 166 (part) corresponding to the said Plot.

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**PRASANNA S. TARE**  
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Commission Sheet No. 3

to C.T.S. No. 87D situated at Village Bhandup, Taluka - Kurla together with the structures standing thereon lying, being and situated within the Registration District and Sub-District of Mumbai and Mumbai Suburban District and by Mutation entry No. 969 of Village Bhandup, Taluka Kurla, for Survey No. 166 on the basis of Application by Power of Attorney Holder Shri. Mahendra J Mahata name of the Ratansey Karsondas and 15 others are recorded in Revenue Record by virtue of order No. RTS/WS 1178 dated 07<sup>th</sup> March, 1969

II. It appears that, by Mutation entry No. 1514 of Village Bhandup, Taluka Kurla, for Survey No. 166 (part) after the Gopaji Viji name of L. Jaylaxmi Gopaji Gantra and Anjali Gopaji Gantra is recorded in Revenue Record as well as after the death Smt. Rukhmani Purshottam alias Rukhmani Babul Majethia the name of L. Mr. Raja Babul Majethia (i) Mrs. Chandika Rameshkumar Kutchi (ii) Mrs. Dhya Rajendra Kutchi, (iii) Mrs. Heena Rashmikant Karia (iv) Mrs. Bhavna Vasant Daya (and vi) Mrs. Jyoti Darmesh Gandha are recorded in Revenue Record.

III. It appears that, by Release Deed dated 28<sup>th</sup> November 2013 entered between L. Mrs. Chandika Rameshkumar Kutchi (i) Mrs. Dhya Rajendra Kutchi, (ii) Mrs. Heena Rashmikant Karia (iii) Mrs. Bhavna Vasant Daya and (iv) Mrs. Jyoti Darmesh Gandha the Releasor therein and Mr. Raja Babul Majethia Releasee therein. The Releasor release their right, title and interest over the said property to Releasee.

IV. It appears that, by Mutation entry No. 1519 of Village Bhandup, Taluka Kurla for Survey No. 166 (Part) name of deceased person are deleted and the following person's name are kept as the owner of property Pratapsinh Shoorji Vallabhdas, Dipsinh Shoorji Vallabhdas, Danyanti Viji, Arunkumar Purshottam, Vasantkumar Purshottam, Danyanti Liladhar, Saraswati Prathadral, Jaylaxmi Gopaji Gantra and Mr. Raja Babul Majethia.

V. It appears that, by Mutation entry No. 1520 of Village Bhandup, Taluka Kurla, for Survey No. 166 (Part) name of L. Mrs. Chandika Rameshkumar Kutchi (i) Mrs. Dhya Rajendra Kutchi, (ii) Mrs. Heena Rashmikant Karia (iii) Mrs. Bhavna Vasant Daya and (iv) Mrs. Jyoti Darmesh Gandha are deleted in Revenue Record, on the basis of Release Deed dated 28<sup>th</sup> November 2013 the said Releasor, release their right in favor of their brother Mr. Raja Babul Majethia.

VI. It appears that, by Consent Terms dated 25<sup>th</sup> October 2010 entered into inter-alia between the Vendors together with the Confirming Party herein

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Commission Sheet No. 4

and filed in suit no 2757 of 2006 before the Honorable Bombay High Court the Vendors have consented to convey all their respective undivided share right title and interest in the said property along with several other properties to and in favor of the Confirming Party herein and have received the full consideration amount payable to them by the Confirming party prior to the filing of the consent terms. The said Consent Terms have been filed and taken of record.

VII. It appears that, in the said Consent terms it was provided upon the request of the Confirming Party the Vendors shall execute Conveyance(s) in favor of the Confirming party or its Nominee(s) without any further consideration or monies payable from the Confirming Party or its Nominee(s) to the Vendors The above person and the Confirming Party are collectively seized and possessed of or otherwise well and sufficiently entitled to.

VIII. It appears that, by virtue of Development Agreement dated 14<sup>th</sup> February 2016, executed by between Shri. Ganesh (SRA) Sahakar Gruha Nirman Sansha (Proposed) and Marathon Nextgen Realty Limited and its Members, as Confirming Party granted the development rights along with the Power of Attorney dated 14<sup>th</sup> February, 2016 in favour of Marathon Nextgen Realty Limited.

IX. It appears that, by a Development Agreement dated 19<sup>th</sup> November 2016 made between Pratapsinh Shoorji Vallabhdas & Ors therein referred to as "Bhandup Milkaticha Malak", the Party of the First Part, Matrix waste Management Private Limited "Matrix" the Party of the Second Part and Marathon Nextgen Realty Limited therein therein referred to as Developers the Party of Third Part, the said Development Agreement registered with the office of Sub-Registrar of Assurances at Kurla 3 on 19<sup>th</sup> November 2016, under Serial No. KRL3/9259/2016, wherein the Vendors granted the Development Right with respect to the said land admeasuring about 5435 square meters including the said Plot. The name of Marathon Nextgen Realty Limited is recorded in the other right Column of 7/12 extract of the said Property

X. It appears that, the Owner of the Land also granted Power of Attorney in favour of Marathon Nextgen Realty Limited and Director Mr. Chetan R. Shah and Mr. Mayur Shah for development of the said land more particularly mentioned therein including the said Plot. By virtue of that and Marathon Nextgen Realty Limited, can develop the said Plot as per the Terms and

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**करल ४**

Conditions more particularly mentioned in the said Development Agreement.

It appears that, vide Form No. 10 granted by majority members of Shri. Ganesh Prakash Chauri (Proposed) in favour of Marathon Nextgen Realty Limited, for completing the redevelopment of said property.

It appears that, by a Deed of Conveyance dated 7<sup>th</sup> September, 2021 made between Prakash Shoorji Vallabhdas & Ors. therein referred to as "Vendor", the Party of the First Part, Matrix Waste Management Private Limited ("Matrix") the Party of the Second Part and Marathon Nextgen Realty Limited therein referred to as "Purchaser" the Party of Third Part, the said Deed of Conveyance registered with the office of Sub-Registrar of Assurances at Kurla-4, under Serial No. KRL4/16445/2021, wherein the Vendors Conveyed Right, Title and Interest with respect to the said land admeasuring about 5435 square meters including the said Plot.

**III. APPROVALS AND SANCTIONS:**

- i. By and under its letter of intent dated 5<sup>th</sup> May, 2021 bearing No. S/PVT/0143/20171213/ LOI issued by the Slum Rehabilitation Authority, Bandra (East), Mumbai, ("SRA"), SRA granted its approval for sanctioned FSI of 5.70 in accordance to the provisions of Appendix - IV of Reg. 33 (10) of Development Control and Promotion Regulation -2034 for Greater Mumbai (DCPR 2034), out of maximum FSI of 5.70 consumed on the plot subject to the terms and conditions stated therein.
- ii. By and under its IOA dated 20<sup>th</sup> May, 2021 bearing No. SRA/ENG/S/PVT/0143/20171213/AP/C, issued by the Slum Rehabilitation Authority Bandra (East), Mumbai, ("SRA"), to Marathon Nextgen Realty Limited granted its approval subject to the terms and conditions stated therein.
- iii. By and under its Commencement Certificate dated 10<sup>th</sup> August, 2021 bearing Reference No. SRA/ENG/S/PVT/0143/20171213/AP/C issued by the Slum Rehabilitation Authority, Bandra (East), Mumbai, ("SRA"), SRA granted its permission to carry out development work up to plinth level for Composite Building as per approved plans on Plot bearing CTS No. 87D (pt) of Village Bhandup (W), Mumbai subject to the terms and conditions stated therein.
- iv. By and under Application dated 13<sup>th</sup> December, 2021, Marathon Nextgen Realty Limited file application with the office of Executive Engineer (E.S.), Slum

Address: 601 6<sup>th</sup> Floor, Shree Samarth Viscaria Co-Op. Hsg. Society Ltd., Shivdaranjan Path, T.P. Road, Next to Shivdaranjan SRA Building, Near Gadhav Naka, Bhandup (West), Mumbai 400 078. Tel. 022-25842599. Cell +91 992632599. Email pramahi1@gmail.com

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Rehabilitation Authority, Bandra (East), Mumbai, ("SRA"), SRA to grant amended IOA and Commencement Certificate endorsement for composite building of S.R. Scheme

v. By and under its Amended IOA dated 30<sup>th</sup> December, 2021 bearing No. SRA/ENG/S/PVT/0143/20171213/AP/C, issued by the Slum Rehabilitation Authority, Bandra (East) Mumbai, ("SRA"), to Marathon Nextgen Realty Limited, granted its no objection to carry out the work as per amended plans (i.e. wing "D" comprising of Basement + Ground (pt) and Silt (pt) + 1<sup>st</sup> to 19<sup>th</sup> Upper floors for accommodating Rehab Residential Tenement and provision PAP having Carpet area 27.88 sq. mt. each and 20<sup>th</sup> (pt) floor for sale tenement + Sale wing "A", "B" and "C" comprising Basement + Ground (pt) and Silt (pt) + 1<sup>st</sup> to 22<sup>nd</sup> Upper floors) approval, subject to the terms and conditions stated therein pursuant to the Application u/no 1855/SOP/S dated 13<sup>th</sup> December, 2021, thereby

vi. By and under, re-endorsed Commencement Certificate dated 31<sup>st</sup> December, 2021 bearing Reference No. SRA/ENG/S/PVT/0143/20171213/AP/C issued by the Slum Rehabilitation Authority, Bandra (East), Mumbai, ("SRA"), SRA granted its permission to carry out development work as per amended Plans dated 30<sup>th</sup> December, 2021, on Plot bearing CTS No. 87D (pt) of Village Bhandup (W), Mumbai, subject to the terms and conditions stated therein.

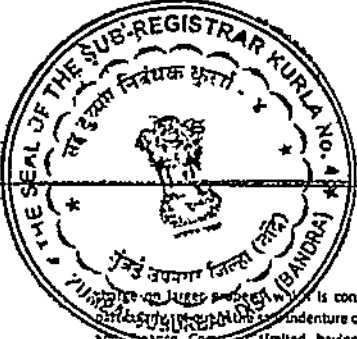
**IV LITIGATION.**

There is Litigation pending pertaining to the said Plot, filed by Mr. Ajit Shantaram Kangukar and Ors. against the Bhandup Estate (erstwhile owner of the said Plot) and Marathon Nextgen Realty Limited and Ors., claiming to be they are in possession of the land, admeasuring about 1304.35 square meters (1560 square yard) of Survey No. 165 (Part), CTS No. 87D (Part) and structure constructed there on known as "Vasantji Niwas Kangukar Chawl", before the Bombay City Civil Court at Bombay, bearing Short Cause Suit No. 1008 of 2015. The said Suit is pending and there is no adverse order passed against any of the defendants.

**V MORTGAGE.**

- a) By and under Indenture of Mortgage dated 27<sup>th</sup> February, 2017 registered with Sub-Registrar of Assurances at Kurla-4 bearing No. KRL4/1780/2017 dated 28<sup>th</sup> February 2017 ("the said Indenture of Mortgage"), the (1) Pralapsinh Shoorji Vallabhdas & 8 Ors. ("the Mortgagor") and (2) Matrix Waste Management Private Limited ("the Confirming Party") and (3) Marathon Nextgen Realty Limited ("the Borrower") inter alia have created

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Conductors Sheet No. 7

is consists of the said Property as more particularly described in the said Indenture of Mortgage with L & T Infrastructure and Finance Company Limited having its Registered Office at Mount Poonamallee Road, Manapakkam, Chennai 600 089 and one of its office at Plot No. 177, Brindavan Vidyanagari Marg CST Road Kalina, Santa Cruz East, Mumbai (the "Lender") and created security thereon to secure repayment of monies due and payable by Marathon Nextgen Realty Limited to the said "Lender" together with interest and any costs incurred in connection thereon or the terms and conditions as more particularly set out therein.

b) By and under Indenture of Mortgage dated 26/09/2017 registered with Sub-Registrar of Assurances at Kurla-4 bearing No. KRL4/9375/2017 ("the said Indenture of Mortgage"), the (1) Pralapsinh Shoorji Vallabhdas & 8 Ors. ("the Mortgagor") and (2) Matrix Waste Management Private Limited ("the Confirming Party") and (3) Marathon Nextgen Realty Limited ("the Borrower") inter alia have created charge on larger property which is consists of the said Property and avail the further loan of Rs. 50 Cores by virtue of Loan Agreement dated 22/09/2020, as more particularly set out in the said Indenture of Mortgage dated 26/09/2017 with L & T Infrastructure and Finance Company Limited having its Registered Office at Mount Poonamallee Road, Manapakkam, Chennai - 600 089 and one of its office at Plot No. 177, Brindavan Vidyanagari Marg CST Road Kalina, Santa Cruz East, Mumbai (the "Lender") and created security thereon to secure repayment of monies due and payable by Marathon Nextgen Realty Limited, to the said "Lender" together with interest and any costs incurred in connection thereon on the terms and conditions as more particularly set out therein.

**VI SEARCHES.**

We have caused searches in the office of Sub-Registrar of Assurances, through Mr. Vishwas J. Daware, Search Clerk/Property Title Investigator for the period of last 30 years, who has furnished to us the Search Reports dated 1<sup>st</sup> June, 2021, inter alia, in respect of the said Property

**VII PUBLIC NOTICE.**

To investigate the title in respect of the said Plot, I had issued a public notice on 26<sup>th</sup> November 2020, published on 27<sup>th</sup> November, 2020 in the newspapers "Free Press Journal" in English and "Havshakti" in Marathi, both in Mumbai Edition, for inviting claims in respect of the said Property I have not received any

Address: 601 6<sup>th</sup> Floor, Shree Samarth Viscaria Co-Op. Hsg. Society Ltd., Shivdaranjan Path, T.P. Road, Next to Shivdaranjan SRA Building, Near Gadhav Naka, Bhandup (West), Mumbai 400 078. Tel. 022-25842599. Cell +91 992632599. Email pramahi1@gmail.com

**PRASANNA S. TARE**  
B. Com, LL.B  
Conductors Sheet No. 8

objection pursuant to the public notice published by me in respect of the said Property


**VIII CONCLUSION.**

Pursuance to Title Search Report dated 1<sup>st</sup> June 2021 given by Vishwas J Daware, the Search Clerk/Property Title Investigator, I am of the opinion that Marathon Nextgen Realty Limited has a clear and Marketable Title over the same and I am therefore of the opinion that the said property (more particularly described in schedule hereunder) is clear and marketable subject to lien of the L & T Infrastructure and Finance Company Limited vide Indenture of Mortgage dated 27<sup>th</sup> February 2017 registered with Sub-Registrar of Assurances at Kurla-4 bearing No. KRL4/1780/2017 dated 28<sup>th</sup> February, 2017 and indenture of Mortgage dated 26<sup>th</sup> September, 2017 registered with Sub-Registrar of Assurances at Kurla 1 bearing No. KRL1/9375/2017 and I further certify that the Company is authorized to develop the land more particularly described in the schedule hereunder and further certify that the owner is authorized to sell units / Flats / premises in the said buildings on ownership basis as contemplated in Real Estate Regulation and Development Act, 2016.

**SCHEDULE OF THE PROPERTY**

All that pieces or parcels of lands bearing Survey No. 165 (Part), corresponding to the Old C. T. S. No. 87 (Part) and New C. T. S. No. 87D (Part), admeasuring about 4147 square meters, at Village Bhandup, Taluka Kurla, Mumbai Suburban District within the limit of "5" Ward of Municipal Corporation of Greater Mumbai.

Dated this 18<sup>th</sup> day of January, 2022

  
 Prasanna Tare  
 Advocate

Address: 601 6<sup>th</sup> Floor, Shree Samarth Viscaria Co-Op. Hsg. Society Ltd., Shivdaranjan Path, T.P. Road, Next to Shivdaranjan SRA Building, Near Gadhav Naka, Bhandup (West), Mumbai 400 078. Tel. 022-25842599. Cell +91 992632599. Email pramahi1@gmail.com

ANNEXURE "9"  
(Mortgage Details)

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- i. By and under Indenture of Mortgage dated 27<sup>th</sup> February, 2017 registered with the Sub-Registrar of Assurance at Kurla-4 under Serial No KRL/4/1780/2017, on 28<sup>th</sup> February, 2017, charge has been created on the said Larger Land as more particularly set out therein with L&T Infrastructure Finance Company Limited having its registered office at Mount Poonamallee Road, Manapakkam, Chennai- 600 089 and one of its Office at Plot No. 177, Brindavan Vidyanagar Marg, CST Road Kalina, Santacruz, Mumbai ("the said Lender") and created security thereon to secure repayment of monies due and payable by the Promoter to the said "Lender" on the terms and conditions as more particularly set out therein
- ii By and under Indenture of Mortgage dated 26<sup>th</sup> September, 2017 registered with Sub-Registrar of Assurances at Kurla-1 bearing No KRL1/9375/2017 on 26<sup>th</sup> September, 2017 ("the said Indenture of Mortgage"), the Promoter inter alia has created further charge on Larger Land with L&T Infrastructure Finance Company Limited having its Registered Office at Mount Poonamallee Road, Manapakkam, Chennai - 600 089 and one of its office at Plot No. 177, Brindavan Vidyanagar Marg CST Road Kalina, Santacruz East, Mumbai (the "Lender") and created security thereon to secure repayment of monies due and payable by the Promoter, to the said "Lender" together with interest and any costs incurred in connection thereon on the terms and conditions as more particularly set out therein.

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**ANNEXURE "10"**  
(Larger Land and Real Estate Project Details)  
**A. LARGER LAND**

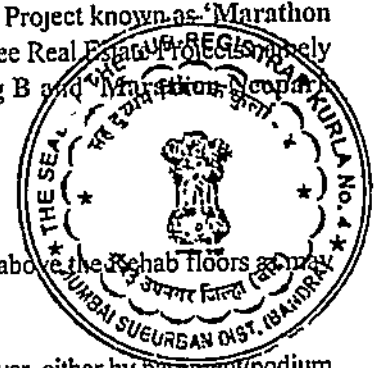
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**1 Details of Larger Land:**

The Area of Larger Land as mentioned in First Schedule in the Agreement.

**2. Development:**

- a. The Whole Project known as 'Marathon Neopark' shall consist development of several buildings/real estate projects in a phase-wise manner over a period of time,
- b. The area of the Larger Land shall be developed in a phase-wise manner over a period of time;
- c. The Larger Land will consist of the following;
  - i. Sale Building known as 'Marathon Neopark Ashoka' is a phase of the Whole Project known as 'Marathon Neopark'. The Sale Building 'Marathon Neopark Ashoka' is divided into three Real Estate Projects namely 'Marathon Neopark Ashoka Wing A', 'Marathon Neopark Ashoka Wing B and 'Marathon Neopark Ashoka Wing C'
  - ii. One Rehab Wing-D for rehabilitation of the slum-dwellers
  - iii. The Promoter proposes to construct certain floors consisting of sale component above the Rehab floors and to be approved by the concerned Authority
  - iv. The Promoter is constructing the composite building as independent wings. However, either by basement/podium or by stilt area or otherwise, each one of the Wings of the Sale Building may be connected with others and the Allottee/s are aware of the same. Therefore, the Allottee/s of Sale Building may be allotted Car Parkings under the Rehab Wing
  - v. Certain Rehab shops will be part of the Sale Building
  - vi. There is sub-station below the Rehab Wing which shall be used by both the allottees of the Sale Building and Rehab Wing-D
  - vii. All the driveways, entry and exit points in the Sanctioned Layout Plans shall be used by the Allottees in the Larger Land i.e. Wing A, Wing B, Wing C and Rehab Wing D
  - viii. The Allottee/s are aware that the car parkings under the Sale Building may be allotted to the Allottees of the Rehab Wing
  - ix. There is a common ingress and egress through the land demarcated as A-B-C-D in the Layout Plan annexed as Annexure "2" for Sale Wings/Sale Building and Rehab Wing for accessing their respective Car Parkings

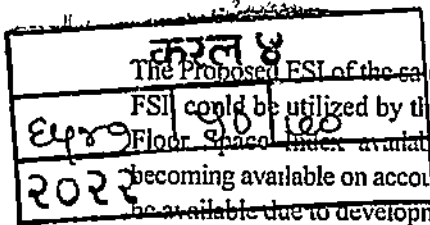


**3. Layout Plan:**

The development of the Larger Land is being undertaken as per the Layout delineated in red colour boundary in the Layout Plan which has been annexed as Annexure '2' to the Agreement.

**4. Details of Sanctioned Floor Space Index (FSI) and Proposed FSI for the said Building:**

Sr. No.	Wing	Sanctioned FSI (in Sq.mt)	Proposed FSI (in Sq.mt.)
a)	Sale Wing 'A' ("said Building")	5184.09	1000



The Proposed FSI of the said Building is proposed on account of additional FSI, over and above the sanctioned FSI could be utilized by the Promoter on account of the increase in the Floor Space Index in the locality or Floor Space Index available by paying premium or price to authorities or additional Floor Space Index becoming available on account of acquisition of Transferable Development Rights, fungible FSI or TDR that may be available due to development of amenity space, amalgamation of land parcels, change in the DC Regulations or New DC Regulations or other provisions under which additional FSI shall be made available to the development. The total number of Premises/floors in the Building may vary as per the available potential

#### 5. Common Areas & Amenities:

The common areas, facilities and amenities of the said Building that may be usable by the Allottee/s are listed in the Fourth Schedule ("said Building Amenities") in the Agreement. The common areas and amenities of the said Building shall be completed on the completion of the construction of all the Wings of the Sale Building.

### B. REAL ESTATE PROJECT

#### 1. Details of Real Estate Project:

- a. The development of the building known as 'Marathon Neopark Ashoka Wing A' on the said Land consisting of Basement, shops on Ground Floor (pt) and Stilt (pt), 1 Podium, 1<sup>st</sup> to 22<sup>nd</sup> Floor (sanctioned) is known as 'Marathon Neopark Ashoka Wing A' ('Real Estate Project'). The Building known as 'Marathon Neopark Ashoka Wing A' may comprise of upto 22<sup>nd</sup> Floor or more floors and/or as per the full potential available.
- b. The development of the building known as 'Marathon Neopark Ashoka Wing B' comprising of Basement, shops on Ground Floor (pt) and Stilt (pt), 1 Podium, 1<sup>st</sup> to 22<sup>nd</sup> Floors or more floors and/or as per full available potential

c. The development of the building known as 'Marathon Neopark Ashoka Wing C' comprising of Basement, shops on Ground Floor (pt) and Stilt (pt), 1 Podium, 1<sup>st</sup> to 22<sup>nd</sup> Floor or more floors and/or as per the full available potential

- d. Approvals, sanctions and permissions are as mentioned in the Agreement

#### 2. Details of RERA Certificate:

The Real Estate Regulatory Authority has duly issued a Certificate of Registration bearing No P51800031073 for the Real Estate Project and a copy of the RERA Certificate is annexed hereto and marked as Annexure "13" to the Agreement.

#### 3. Type of Premises:

The Real Estate Project shall comprise of units/premises consisting of residential flat/s/Premises/shops/offices.

#### 4. Possession of the said Premises:

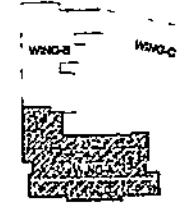
The date of handover of possession disclosed to the Allottee/s, for completion of the said Premises in the Real Estate Project is 31/12/2025.

#### 5. The name and address of the Architect:

Matrix Architects and Engineers, 702, Marathon Max, Mulund-Goregoan Link Road, Mulund (West), Mumbai - 400 080.



ANNEXURE "11"

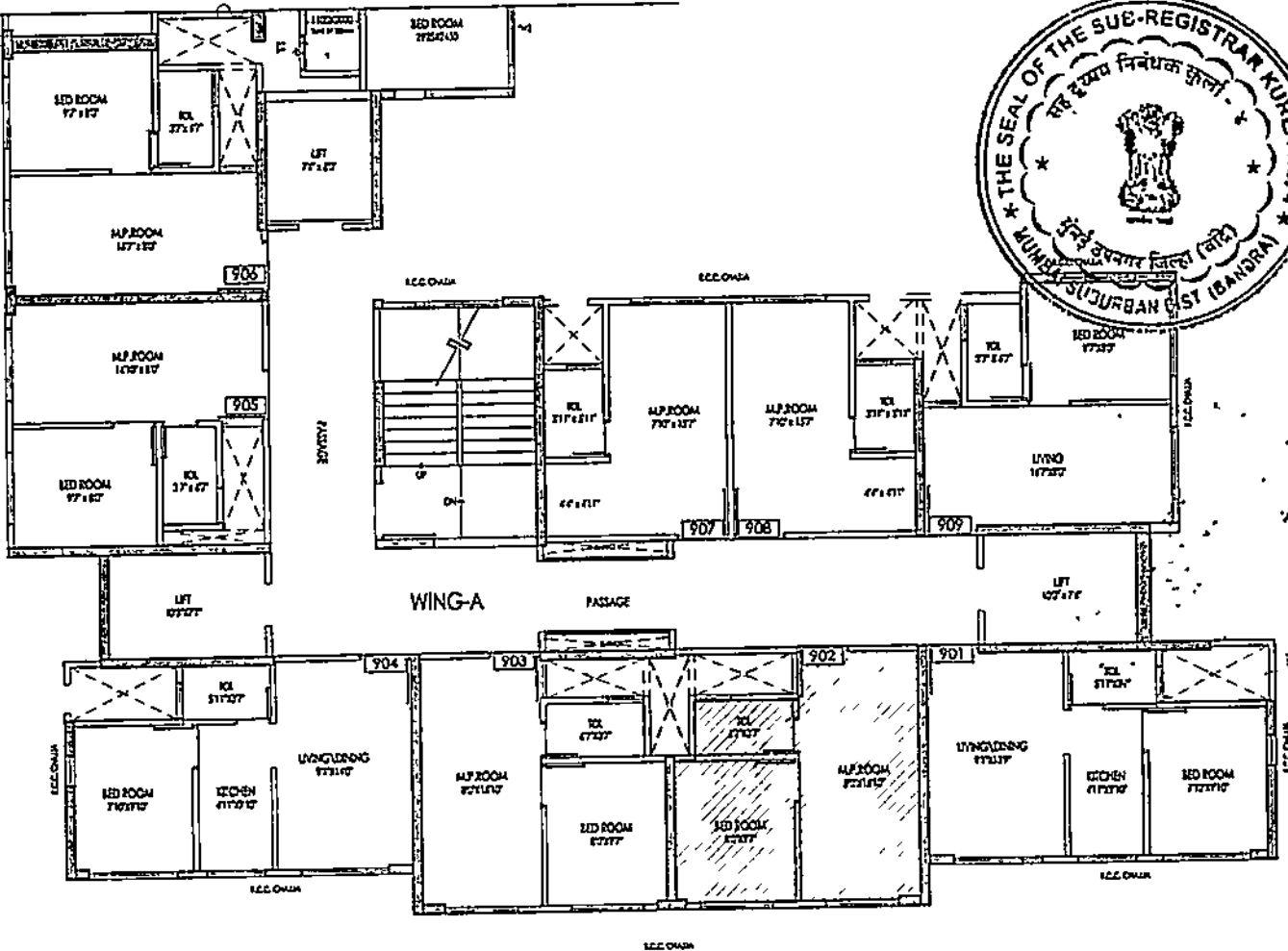
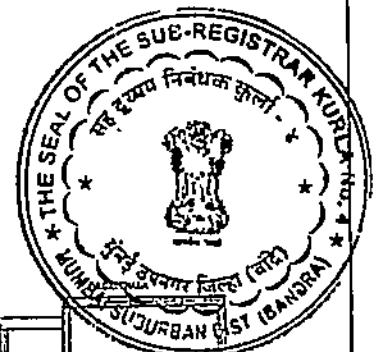


NEO PARK ASHOKA

KEY PLAN



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LEGEND:-

RERA CARPET AREA

PROJECT TITLE :- MARATHON NEOPARK ASHOKA (WING - A)

FOR :- 9TH FLR

FLAT NO - A-902



**MARATHON**

Redefining Real Estate. Redefining Infrastructure

**MATRIX**

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



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**ANNEXURE "12"**  
(Premises and Transaction Details)

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**I. Building Address:**

The Building to be known as 'Marathon Neopark Ashoka Wing A' situate at Marathon Neopark, Tulshetpada, near Tulshetpada bus stop, Bhandup(West), Mumbai-400078.

**II. Said Building/Real Estate Project :**

Marathon Neopark  
Ashoka Wing A

**III. Details of the Flat/Premises:**

- |                                      |   |             |
|--------------------------------------|---|-------------|
| 1. Type of Residential Flat/Premises | : | Smart 1BHK  |
| 2. Residential Flat/Premises No.     | : | 902         |
| 3. Floor                             | : | 9           |
| 4. Wing                              | : | A           |
| 5. Carpet Area As Per RERA           | : | 22.48 Sq.mt |
| Other Areas exclusive to the said    | : | —           |
| 6. Premises if any                   | : | —           |
| (a) —                                | : | —           |

**IV. Consideration Details :**

- |   |   |  |
|---|---|--|
| 1. Sale Consideration for said Premises | : | Rs.36,65,574.00  |
|   |   | Rupees: Thirty Six Lakh Sixty Five Thousand Five Hundred Seventy Four Only |

2. Advance Payment made towards Consideration by the Allottee/s before execution of this Agreement of Rs 9,16,393 (Rupees: Nine Lakh Sixteen Thousand Three Hundred Ninety Three Only).

**3. Payment Schedule :**

SR. NO.	MILESTONE NAME	%
1	Token Money (S)	1
2	Booking Amount (S)	9
3	On Agreement Execution or 90 days from booking date whichever comes earlier (S)	10
4	On Completion of Plinth (E)	10
5	On Completion of 1st Slab (E)	5
6	On Completion of 3rd Slab (E)	5
7	On Completion of 6th Slab (E)	5
8	On Completion of 9th Slab (E)	5
9	On Completion of 12th Slab (E)	5
10	On Completion of 15th Slab (E)	4
11	On completion of 18th slab (E)	4
12	On completion of 21st slab (E)	4
13	On Completion of Last floor slab (E)	3
14	On Completion of walls, internal plastering of the said premises (E)	3
15	On completion of flooring and main doors of the said Premises (E)	2.5
16	On completion of staircase, lift wells and lobbies upto floor level (E)	4
17	On completion of windows of the said Premises, elevation of the floor level (E)	3
18	On completion of external plumbing of the said Premises, terrace waterproofing, external plaster. (E)	2.5
19	On completion of lifts (E)	2.5
20	On completion of electrical fitting, mechanical and environment requirements (E)	2.5
21	On completion of entrance lobby, plinth protection, paving of areas (E)	5

22	On Possession of the said Premises being offered to the Allottee/s and/or before handover of the said Premises for fit outs (E)	5
करल 8	TOTAL	100%
धरग	Note: For Building where construction has commenced and/or completed, all construction related dues need to be completed as demanded	
२०२२	Brokerage Charges :	

Brokerage Charges paid/payable by the Promoter in respect of the said Premises/Apartment of Rs.NIL

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

1. Bank Account Number : 50200057068735
2. Bank Name : HDFC Bank Limited
3. Branch : Mulund (West)
4. Bank Address : Ratan Galaxie Junction of J N Road and Goshala Road, Mulund (W), Mumbai-400 080
5. IFSC Code : HDFC0000015
6. Account Name : MNRL Marathon Neopark Ashoka Wing A

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

GOVERNMENT TAXES AS APPLICABLE ON ACTUALS AS ON DATE OF AGREEMENT		
a	Tax Deducted at Source	If Applicable*
b	Stamp Duty	As Applicable*
c	Registration	As Applicable*
d	CGST and SGST	As Applicable*
e	Any Applicable Tax/Cess/Duty as may be applicable from time to time	As Applicable*
*as per date of Agreement and booking date		
VIII. Maintenance Charges :		
QUARTERLY MAINTENANCE CHARGES		Amount
Maintenance Charges/Outgoings for Premises **		7,260 00
Charges for Car Parking **		0 00

\*\*per quarter in advance on or before 5th day of beginning of every quarter

IX. Other Charges :

Sr.no.	MISCELLANEOUS CHARGES ( PAYABLE BEFORE POSSESSION )	Per Sq. ft.	Amount
1	Advance Maintenance (6-months)	60 00/Sq. Ft	14,520 00
2	Share of Expenses for the Formation of Apartment and Legal Charges		9,400 00
3	Electric Meter, Water Connection and Other Charges		75,000.00
4	Corpus Fund for Society	180 00/Sq Ft	43,560 00
5	Share Application Money and Entrance Fee		600 00
6	Fitness Centre/Club Membership Charges		20,000.00
	<b>TOTAL MISCELLANEOUS CHARGES</b>		<b>1,63,080.00</b>
	* Property Tax and Other Taxes as applicable		

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Annexure 13



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**Maharashtra Real Estate Regulatory Authority**

**REGISTRATION CERTIFICATE OF PROJECT  
FORM 'C'  
[See rule 6(a)]**

This registration is granted under section 5 of the Act to the following project under project registration number P51800031073

**Project MARATHON NEOPARK ASHOKA WING A, Plot Bearing / CTS / Survey / Final Plot No CTS NO 87D Part at Kurla, Kurla, Mumbai Suburban, 400078,**

1 Marathon Nextgen Realty Ltd having its registered office / principal place of business at *Tehsil Ward-GSpath Distnct Mumbai City, Pin 400013*

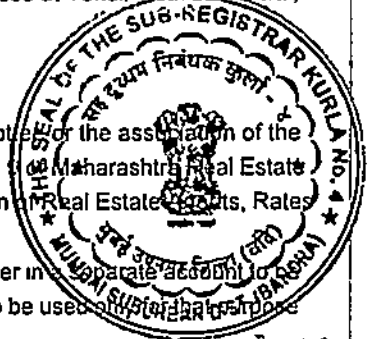
2 This registration is granted subject to the following conditions, namely -

- The promoter shall enter into an agreement for sale with the allottees,
- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 4 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017,
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used as per sub- clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5,  
OR

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

- The Registration shall be valid for a period commencing from 05/10/2021 and ending with 31/12/2025 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under,
- That the promoter shall take all the pending approvals from the competent authorities

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



Signature valid  
Digitally Signed by  
Dr. Vasant Premanand Prabhu  
(Secretary, MahaRERA)  
Date 05-10-2021 12:11:25

Dated 05/10/2021  
Place Mumbai

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

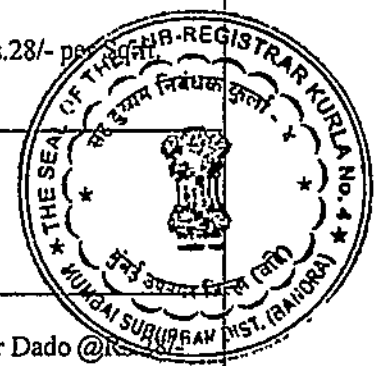
ANNUAL REPORT

**ANNEXURE "14"**

(Particulars of the brand and pricing of Internal Amenities of the Premises)

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Sr. No.	Internal Amenities	Brand	Price
1.	All rooms with vitrified/ ceramic tiles flooring	Make Kajaria/Nitco/Johnson/ Somany /Simpolo or equivalent of size 600 mm x 600 mm	Rs.36/- per Sq.ft.
2	Walls and ceiling shall be painted	Acrylic distemper paint. Godavari/Asian Paint/Berger/Nitco/Dulux or equivalent	-
3.	Granite Kitchen platform with Sink Stainless Steel	SS304 Satin Finish Carysil/Frankie/Nirali or equivalent	Rs.1600/- per no.
4	Kitchen wall above platform shall be finished with Ceramic Tiles up to 2' height and painted in Acrylic distemper paint above 2'.	Kajaria /Nitco /Johnson /Somany/Simpolo or equivalent of size '300mm x 450 mm'	Rs.28/- per Sq.ft.
5.	the Toilets shall have concealed plumbing with I.S.I. quality fittings		
6.	the Toilets flooring shall be with Ceramic tiles	Kajaria /Nitco/Johnson/Somany/Simpolo or equivalent of size 300mm x 450 mm for Dado and 300 x 300 mm for flooring	for Dado @Rs.28/- per Sq.ft. for Flooring @Rs.28/- per Sq ft
7.	the common Toilets and Bathrooms shall have geyser for hot water facility. Chrome finish bathroom fittings and sanitary ware of ISI approved company	3 liter Venus/ Racold/ Spherehot/ Rocket/ Jaquar or equivalent.  CP & Sanitary fittings shall be of Jaquar /ROCA /Parryware/CERA or equivalent.	Rs.2100/- per no.
8	All the Windows shall be made of powder Coated Aluminium	Panach/Hindustan Aluminium/Global/Bonco/Sagar/Dharshan or Equivalent sections.	-
9.	All the door frames shall be made of Red Merandi/Wood Plastic Composite (WPC) and Room shutters shall be of 35mm thk. Flush doors with both side laminated. All the toilet shutters shall be both side laminated	Shutters shall be of Kalpataru/Shreeji/ Sanghvi/Sunrise or equivalent make.	Rate of Main Door Shutter@Rs.531/- Sq.ft, Bedroom door @ Rs.230/- Sq ft & Toilet door @Rs.225/-Sq.ft.
10	Intercom system at security gate for the communication in each flat shall be provided M T N L telephone wiring shall be concealed	-	-
11.	Provision for T V. cable connections in each flat shall be provided with concealed Plug Points.	-	-



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12.	C.C.T.V. security system shall be provided to screen visitors at ground floor.	Make shall be of HikVision/ CP Plus/ Dahua/ Panasonic or equivalent.	-
13.	All the Electrical wiring shall be concealed and flat will be having Copper wire Circuit Breakers shall be provided in place of Fuses	Copper wire of makes Polycab / KEI / Finland or equivalent. Circuit make ABB/ Schneider /L&T / Siemens or equivalent.	-

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**POWER OF ATTORNEY FOR LODGING DOCUMENTS WITH OUT REGISTRATION**

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TO ALL TO WHOM THESE PRESENTS SHALL COME WE, **K. S. RAGHAVAN**, Company Secretary, **DWARAKANATH K. RAO**, Authorized Signatory and **BABITA MAHARANA**, Authorized Signatory of Marathon Nestigen Realty Ltd. having registered office at Marathon Nestigen, 11th Floor, 11th & 12th, Lower Park (W), Mumbai, 400 013 and branch office at 702, Marathons, Marol Nagar-Goregaon Link Road, Marol Nagar (W), Mumbai, 400 020 HEREBY CERTIFYING:

WE, **K. S. RAGHAVAN**, Company Secretary, **DWARAKANATH K. RAO**, Authorized Signatory and **BABITA MAHARANA**, Authorized Signatory of Marathon Nestigen Realty Ltd. have been duly authorized by the Board of Directors of the Company to sign and execute any deed or document relating to the project known as "Marathon Nestigen" and to sign and execute any deed or document relating to the project known as "Marathon Nestigen" and to sign and execute any deed or document relating to the project known as "Marathon Nestigen".

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- (i) An authorized nature of Marathon Nestigen Realty Ltd. for project at C.T.S. No. 41/2/2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

(ii) The deeds and documents related to the projects among others include Bank finance documents, title deeds, etc. as premises are documents.

(iii) We are employing (1) Deepak Pattnayak (2) Ganesh More (3) Jyoti Jagtap (4) Shweta Pandey who are our employees at present.

(iv) In future if any of the employees leave our organization then the Power of Attorney shall stand revoked automatically effective from the date of such termination and they are conferred hereby not to act on Power of Attorney beyond such date of termination hereunder.

Sign of Deepak Pattnayak : *Deepak Pattnayak*

Sign of Ganesh More : *Ganesh More*

Sign of Jyoti Jagtap : *Jyoti Jagtap*

Sign of Shweta Pandey : *Shweta Pandey*

HOW KNOW YE ALL MEN AND THESE PRESENTS SHALL WITNESSETH THAT WE, **K. S. RAGHAVAN**, Company Secretary, **DWARAKANATH K. RAO**, Authorized Signatory and **BABITA MAHARANA**, Authorized Signatory of Marathon Nestigen Realty Ltd., do hereby nominate, constitute and appoint (1) Deepak Pattnayak (2) Ganesh More (3) Jyoti Jagtap (4) Shweta Pandey as my true and lawful attorneys to jointly or severally do the following:

1. To go to and lodge in the office of the Sub-Registrar of Assurances and to sign and execute any deed or document and to do all the acts necessary for registering the said deed or document, Agreements, Mortgage Deed, Re-Conveyance, Conveyance, Deed, Deed, Lease, and Deed, etc. related to the project known as "Marathon Nestigen" at C.T.S. No. 41/2/2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.
2. This Power of Attorney supersedes the power of Attorney issued earlier, and shall stand revoked automatically effective from the date of registration/termination of the Power of Attorney by the Company of such attorney/ies to which 3 years from the date of registration/termination of the Power of Attorney, whichever is earlier and the attorney confirms the validity of the Power of Attorney beyond such date of termination hereunder.



MARATHON  
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**EXTRACTS OF THE MINUTES OF THE MEETING OF THE COMMITTEE OF BOARD OF DIRECTORS OF MARATHON NESTIGEN REALTY LIMITED HELD AT CORPORATE OFFICE OF THE COMPANY AT MARATHON NESTIGEN, 11th & 12th, Lower Park (W), Mumbai, 400 013 ON 12th DECEMBER 2022.**

The Committee approved the appointment of Mr. K. S. Raghavan, Company Secretary and Mr. Dwarkanath K. Rao and Mr. Babita Maharana, Authorized Signatories of the Company to sign and execute any deed or document relating to the project known as "Marathon Nestigen" and to sign and execute any deed or document relating to the project known as "Marathon Nestigen" and to sign and execute any deed or document relating to the project known as "Marathon Nestigen".

RESOLVED FURTHER THAT the said Authorized Signatories are further authorized to sign and execute any deed or document relating to the project known as "Marathon Nestigen" and to sign and execute any deed or document relating to the project known as "Marathon Nestigen" and to sign and execute any deed or document relating to the project known as "Marathon Nestigen".

RESOLVED FURTHER THAT the signature of Mr. K. S. Raghavan, Company Secretary and Mr. Dwarkanath K. Rao and Mr. Babita Maharana, Authorized Signatories, who have been named in the above resolution, are authorized to sign and execute any deed or document relating to the project known as "Marathon Nestigen" and to sign and execute any deed or document relating to the project known as "Marathon Nestigen" and to sign and execute any deed or document relating to the project known as "Marathon Nestigen".

The Signatures of Mr. K. S. Raghavan and Mr. Dwarkanath K. Rao and Mr. Babita Maharana are as under:

Mr. K. S. Raghavan : *K. S. Raghavan*

Mr. Dwarkanath K. Rao : *Dwarkanath K. Rao*

Mr. Babita Maharana : *Babita Maharana*

AND We do hereby for ourselves agree to ratify and confirm all and whatsoever the Attorney shall do or cause to be done by virtue of these presents.

BY WITNESS WHEREOF WE have hereunto set and subscribed my hand and signature to this writing on the 20th day of December 2022.

**THE FIRST SCHEDULE HERINAFOVE REFERRED TO:**

AS that pieces or parcels of lands bearing (i) Survey No. 166 corresponding to CTS No. 87/1/1 admeasuring 1970.8 sq.mtrs, CTS No. 87/2/1 admeasuring 9.6 sq.mtrs, CTS No. 87/3/1 admeasuring 282.1 sq.mtrs (ii) Survey No. 171 corresponding to CTS No. 97/1 admeasuring 125.5 sq.mtrs, CTS No. 97/2 admeasuring 181 sq.mtrs corresponding to 2556 sq.mtrs.


**THE SECOND SCHEDULE HERINAFOVE REFERRED TO:**

AS that pieces or parcels of lands bearing Survey No. 166 Part





आयकर विभाग  
GOVT OF INDIA  
2021-2022

करल 8  
2021-2022



आयकर विभाग  
GOVT OF INDIA  
2021-2022




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MARATHON

आयकर विभाग  
GOVT OF INDIA  
2021-2022

आयकर विभाग  
GOVT OF INDIA  
2021-2022




करल 8  
2021-2022



MARATHON

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करल 8  
2021-2022



MARATHON

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संस्थान  
पुणे  
महाराष्ट्र

संस्थान  
पुणे  
महाराष्ट्र

संस्थान  
पुणे  
महाराष्ट्र

संस्थान  
पुणे  
महाराष्ट्र

करल ४

६५४७ ६७ ६०

Date of Bank Receipt for GRN INH012755947202021R  
Bank - IOB BANK

Bank/Branch: 1000045075  
Post Dt/Tm: 06/05/2021 13:36:07  
Chk/Len/Ple: 6932032021000600496  
District: 7101 FARBANDIA  
Office Name: 10000078964\_17 SUB REGISTRAR KURLA NO 4

Sample Receipt  
Print Dt/Tm: 11/04/2021 13:36:14  
GRN Code: 10000078964\_17  
GRN Date: 10/03/2021 13:36:14

Security Behn: 1000045075-21 Stamp Duty/Grant Part  
Security Amt: Rs 500.00/- (Five Hundred Rupees Only)

Reg/Sec Behn: 0230081301-79 / Registration Fee  
Reg/Sec Amt: Rs 1,000.00/- (One Thousand Rupees Only)

Article: 483  
Prop Vidity: 1/Innovative  
Prop Descr: MARATHON FUTUREX  
N.M: 400013  
Duty Payor: PAN-44A2P80326 MARATHON HORTEN REALTY LTD  
Duty Part: PAN-44ZP07723 K S RASHWAN

Only for verification to be printed and used

करल ४  
२०२१/१६/२०  
२०२१



Sl. No.	Particulars	Debitment Amt.	Debitment Date	Month	Debitment Amount
1	REGISTRATION FEE	1000.00	06/05/2021	APR 2021	1000.00
2	STAMP DUTY	500.00	06/05/2021	APR 2021	500.00
Total Debitment Amount					1,500.00



करल ४

२०२१/१७/२०

२०२१

**ID.H.C.**  
Inspector General of Registration, Mumbai

**Receipt of Document Handling Charges**

Form: 0811202101412 Receipt Date: 09/11/2021

Received from Marathon Futurex Realty Limited, Mobile number 9819577422, an amount of Rs.400/- towards Document Handling Charges for the Document to be registered on Document No. 20328 dated 09/11/2021 at the Sub Registrar office Joint S.H. Kurla 4 of the District Mumbai Suburban District.

DEFACED  
₹ 400  
DEFACED

**Payment Details**

Bank Name: SBI	Payment Date: 08/11/2021
Bank CN: 10004152021110831174	ASP No: 131211196679
Debit No: 0811202101412D	Debit Date: 09/11/2021

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

Pre-Registration Summary (देखें पूर्व लेखा)

31/10/21  
बंदवारा २० नोवेंबर २०२१ २३:२१:०६

एच सी: २०३२८  
बंदवारा: २०३२८/२०२१ ११/२०

एच सी: २०३२८  
बंदवारा: २०३२८/२०२१ ११/२०

एच सी: २०३२८  
बंदवारा: २०३२८/२०२१ ११/२०

₹ 1000.00  
₹ 400.00  
₹ 1400.00

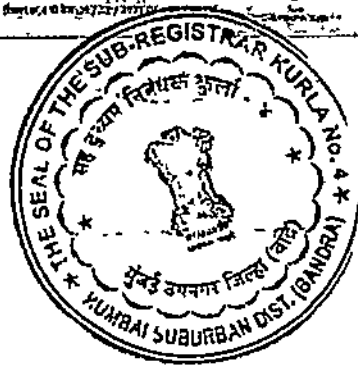
₹ 1000.00  
₹ 400.00  
₹ 1400.00



Form with multiple sections, including a large stamp on the left that reads "करीम ४" and "२०२२". The form contains various fields and checkboxes, with some handwritten notes and signatures.

Form with a table at the top and several stamps below. The table has columns for 'Particulars', 'Verification no/Date', 'DOB/Age', 'Amount', 'Used At', 'Police Number', and 'Date'. Below the table are several circular and rectangular stamps, including one from the 'Sub-Registrar, Kurla'.

Sl. No.	Particulars	Verification no/Date	DOB/Age	Amount	Used At	Police Number	Date
1	MARATHON HOODINI REALTY LTD	4112332213000001	14-07-1972	50000	SD	004372912012	08-1-2021
2	MARATHON HOODINI REALTY LTD	4112332213000001	14-07-1972	1000	SP	004372912012	08-1-2021
3	...	...	...	...	...	...	...



॥ हमीपत्र ॥

सदरचे हमी पत्र आज दिनांक २२ माहे ७९ सन २०२२ रोजीचे दिवशी.  
 याद्वारे घोषित करण्यात येते की, या दस्तासोबत निवासी/व्यक्ति या स्थावर मिळकतीसोबत वाहन तळ विकत देण्यात/ विकत घेण्यात आलेले नाही.

लिहून देणा-याची सही Manuamaldas  
 लिहून घेणा-याची सही Amrita

आयकर विभाग भारत सरकार  
INCOME TAX DEPARTMENT GOVT OF INDIA

HARISH/ASHOK KUMAR KUDARIYA  
ASHOK KUMAR NATHOO KUDARIYA

24/02/1994  
Permanent Account Number  
EHXBK0969N

भारत सरकार  
Government of India

Harish Ashok Kumar Kudariya  
DOB: 24/02/1994  
Male करल ४

४२९ ६३ ६६  
२०२३  
8948 3431 0576

मेरा आधार, मेरी पहचान

*Har. Kudariya*

आयकर विभाग भारत सरकार  
INCOME TAX DEPARTMENT GOVT OF INDIA

आपकी खास खास कार्ड  
Permanent Account Number Card  
BWORA2550C

नाम / Name  
APPITA HARISH KUDARIYA

पिता का नाम / Father's Name  
AHMEDRAJA JANSARI

जन्म की तारीख / Date of Birth  
02/05/1994

भारत सरकार  
Government of India

अपिता हरिश कुडरिया  
Arpita Harish Kudariya  
जन्म तारीख / DOB 02/05/1994  
स्त्री / Female

THE SUB-REGISTRAR, MUMBAI SUBURBAN  
MUMBAI SUBURBAN No. 4

9226 3493 6603

माझे आधार, माझी ओळख

*Arpita*

आयकर विभाग भारत सरकार  
INCOME TAX DEPARTMENT GOVT OF INDIA

LAXMI DEVI KUDARIYA  
TULSIDAS MANU GANGOLIYA

01/06/1962  
Permanent Account Number  
BPERK5733E

हस्ताक्षर  
Signature

भारत सरकार  
Government of India

लक्ष्मीदेवी अशोक कुमार कुडरिया  
Laxmidevi Ashok Kumar Kudariya  
जन्म तारीख / DOB 01/06/1962  
स्त्री / Female

3203 1374 5739

माझे आधार, माझी ओळख

*लक्ष्मी*

MARATHON NEXTGEN REALTY LIMITED

AGI07/1974

Permanent Account Number

AAJCP0032E

करल		
२०२२	२०	२०
Signatures		



702 Marathon Max Junction of Mulund Goregaon Link Road LBS Road Mulund (W) Mumbai - 80



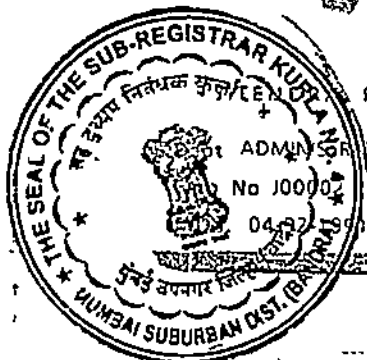
PAWAR

ADMINISTRATION

No 10000

04/02/1975

Authorized Signatory



अस्यकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

JITENDRAS PAWAR

SAKHARAM DHONDUPAWAR

26/04/1975

Permanent Account Number

AJPP09846B



9895 5574 5213

आधार - सामान्य माणसाचा अधिकार



702 Marathon Max Junction of Mulund Goregaon Link Road LBS Road Mulund (W) Mumbai - 80



Deepak Ghag

Dept Administration

Emp No D90041

DOJ 08-05-2007

Authorized Signatory

अस्यकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

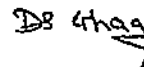
DEEPAK SUBHASH GHAG

SUBHASH GAJANAN GHAG

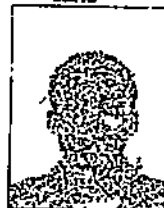
25/06/1986

Permanent Account Number

AXBPG3631R



भारत सरकार  
GOVERNMENT OF INDIA



दिपक सुभाष घाग

Deepak Subhash Ghag

जन्म तिथि / DOB . 25/06/1986

पुरुष / MALE

6182 4976 1129

आधार - आम आदमी का अधिकार



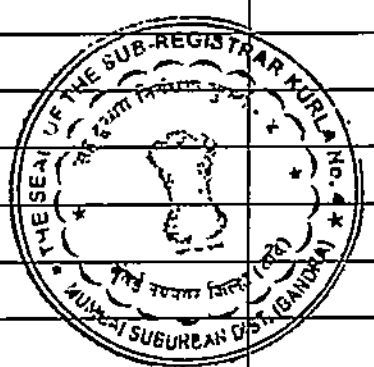
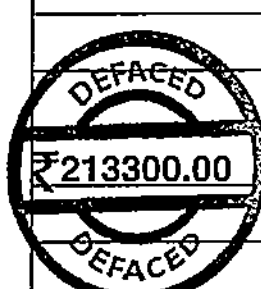


CHALLAN  
MTR Form Number-6

करल ४  
६५७७ | ६५ | ७०  
२०२२



GRN	MH014895939202122E	BARCODE	Date		20/03/2022-18 39 27	Form ID	25 2
Department	Inspector General Of Registration		Payer Details				
Type of Payment	Stamp Duty Registration Fee		TAX ID / TAN (If Any)				
Office Name	KRL4_JT SUB REGISTRAR KURLA NO 4		PAN No (If Applicable)	EHXPK0969N			
Location	MUMBAI		Full Name	HARISH ASHOK KUMAR KUDARIYA AND OTHERS			
Year	2021-2022 One Time		Flat/Block No.	FLAT NO 902 A WING MARATHON NEOPARK			
			Premises/Building	ASHOKA TULSHETPADA			
Account Head Details		Amount in Rs.	Road/Street				
0030045501 Stamp Duty		183300 00	NEAR TULSHETPADA BUS STOP BHANDUP WEST				
0030063301 Registration Fee		30000 00	Area/Locality				
			MUMBAI				
			Town/City/District				
			PIN				
			4 0 0 0 7 8				
			Remarks (If Any)				
			PAN2=AAACP8032E-SecondPartyName=MARATHON NEXTGEN				
			REALTY LIMITED-CA=3665574				
Total		2,13,300 00	Amount in Words	Two Lakh Thirteen Thousand Three Hundred Rupees Only			
Payment Details		IDBI BANK	FOR USE IN RECEIVING BANK				
Cheque/DD Details			Bank CIN	Ref No	69103332022032010657	708944109	
Cheque/DD No			Bank Date	RBI Date	20/03/2022-18 41 51	21/03/2022	
Name of Bank			Bank-Branch		IDBI BANK		
Name of Branch	Validity unknown		Scroll No , Date		101 , 21/03/2022		



Department ID: [Blank]  
 NOTE:- This challan is valid only if signed by the Sub Registrar. It is not to be registered in Sub Registrar office only. Not valid for unregistered document.  
 सदर चलन केवल मुंबई नगरीय न्यायालय क्षेत्रांत नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.  
 Date: 20/03/2022 15:44:39  
 Reason: Security Document  
 Location: India  
 Mobile No: 9167835677  
 Challan Defaced Details

*Declarant* [Signature] [Date: 21/03/2022]

Sr. No	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
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*लक्ष्मी*

GRN : MH014895939202122E Amount : 2,13,300 00 Bank : IDBI BANK Date : 20/03/2022-18 39 27

1	(IS)-391-6541	0007394413202122	26/03/2022- 5 44 04	IGR200	30000 00
2	(IS)-391-6541	0007394413202122	26/03/2022- 5:44:04	IGR200	183300 00
Total Defacement Amount					2,13,300.00

करल ४  
२५०९/६६/००  
२०२२



Validity unknown

Digitally signed by  
VIRTUAL TREASURY  
MUMBAI 03  
Date 2022.03.26  
15:44:38 +05'30'  
Reason: Secure  
Document  
Location India

करल ४	
६५७९.६०	७०
२०२२	



**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

### Receipt of Document Handling Charges

PRN 2403202204484

Receipt Date 26/03/2022

Received from Marathon Nextgen Realty Limited, Mobile number 9819577422, an amount of Rs.1400/-, towards Document Handling Charges for the Document to be registered on Document No 6541 dated 26/03/2022 at the Sub Registrar office Joint S.R. Kurla 4 of the District Mumbai Sub-urban District

DEFACED

₹ 1400

DEFACED

### Payment Details

Bank Name SBIN

Payment Date 24/03/2022

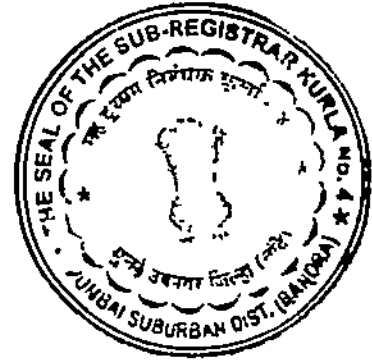
Bank CIN 10004152022032403772

REF No. 208310545438

Deface No 2403202204484D

Deface Date 26/03/2022

This is computer generated receipt, hence no signature is required





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Pre-Registration summary(नोंदणी पूर्व गोपवारा)

391/6541

शनिवार, 26 मार्च 2022 3 32 म न

दस्त गोपवारा भाग-1

करल4

दस्त क्रमांक 6541/2022 65/100

दस्त क्रमांक. करल4 /6541/2022

वाजार मुल्य रु 28,46,737/-

मोबदला रु. 36,65,574/-

भरलेले मुद्राक शुल्क रु 1,83,300/-

दु नि. सह. दु नि करल4 याचे कार्यालयात

पावती:7002

पावती दिनांक. 26/03/2022

अ क्र. 6541 वर दि 26-03-2022

सादरकरणाराचे नाव हरीश अशोक कुमार कुडारिया

रोजी 3.29 म.न. वा. हजर केला.

नोदणी फी

रु 30000.00

दस्त हाताळणी फी

रु. 1400 00

पृष्ठाची संख्या 70

एकुण: 31400 00

दस्त हजर करणाऱ्याची सही

सह दु निवधक कुर्ला -

सह दु निवधक कुर्ला - 4

दस्ताचा प्रकार/करारनामा

मुद्राक शुल्क (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्षा क्र 1 26 / 03 / 2022 03 . 29 . 37 PM ची वेळ: (सादरीकरण)

शिक्षा क्र. 2 26 / 03 / 2022 03 31 . 00 PM ची वेळ: (फी)

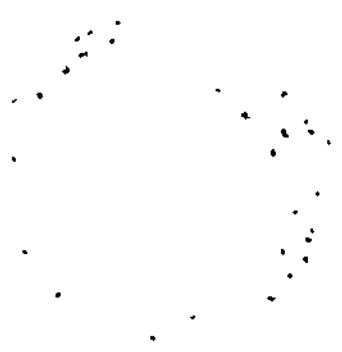




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दस्त गोपवारा भाग-2

करल4

26/03/2022 3 44:44 PM

दस्त क्रमांक 6541/2022

68/60

दस्त क्रमांक करल4/6541/2022

दस्ताचा प्रकार - करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अगड्याचा ठसा
1	नाव: मॅरेयॉन नेक्स्टजन रियल्टी लिमिटेड याच्यावतीने सिनियर मॅनेजर आणि अधिकृत व्यक्ती द्वावकानाथ के राव याच्यावतीने कुलमूखत्यार म्हणून दिपक पट्टनाचक पत्ता: प्लॉट नं - , माळा नं - , इमारतीचे नाव: मॅरेयॉन फ्युचरेक्स, ब्लॉक नं: मफतलाल मिल कंपाउड , रोड नं: एन एम जोशी मार्ग, लोअर परेल, मुंबई-400013, महाराष्ट्र, MUMBAI. पिन नंबर: AAACP8032E	लिहून घेणार वय :-36 स्वाक्षरी:-		
2	नाव: हरीश अशोक कुमार कुडारिया पत्ता: प्लॉट नं: रुम नं. 1/1 , माळा नं: - , इमारतीचे नाव: वसत निवास , ब्लॉक नं: नानावाडी, वी एम सी स्कूल , रोड नं: तुलशेतपाडा, लेक रोड, भाडुप-पश्चिम, मुंबई-400078, महाराष्ट्र, मुम्बई. पिन नंबर: EHXPK0969N	लिहून घेणार वय :-28 स्वाक्षरी:-		
3	नाव: अर्पिता हरीश कुडारिया पत्ता: प्लॉट नं: रुम नं 1/1 , माळा नं - , इमारतीचे नाव: वसत निवास , ब्लॉक नं: नानावाडी, वी एम सी स्कूल , रोड नं: तुलशेतपाडा, लेक रोड, भाडुप-पश्चिम, मुंबई-400078, महाराष्ट्र, मुम्बई. पिन नंबर: BWOPA2550C	लिहून घेणार वय :-27 स्वाक्षरी:-		
4	नाव: लक्ष्मीदेवी अशोक कुमार कुडारिया पत्ता: प्लॉट नं: रुम नं 1/1 , माळा नं: - , इमारतीचे नाव: वसत निवास , ब्लॉक नं: नानावाडी, वी एम सी स्कूल , रोड नं: तुलशेतपाडा, लेक रोड, भाडुप-पश्चिम, मुंबई-400078, महाराष्ट्र, मुम्बई. पिन नंबर: BPEPK5733E	लिहून घेणार वय :-59 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथित करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.  
शिवका क्र.3 ची वेळ: 26 / 03 / 2022 03 . 42 17 PM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणाऱ्याना व्यक्तीश ओळखतात, व त्याची ओळख पटविताने

अनु क्र. पक्षकाराचे नाव व पत्ता

1 नाव: जितेंद्र सखाराम पवार  
वय: 46  
पत्ता: 702 7 वा मजला, मॅरेयॉन मॅक्स, मुलुड गोरेगाव लिंक रोड, मुलुड-पश्चिम, मुंबई-400080  
पिन कोड: 400080

2 नाव: दिपक सुभाष घांग  
वय: 35  
पत्ता: 702 7 वा मजला, मॅरेयॉन मॅक्स, मुलुड गोरेगाव लिंक रोड, मुलुड-पश्चिम, मुंबई-400080  
पिन कोड: 400080



शिवका क्र.4 ची वेळ: 26/03/2022 03 : 43 : 30 PM

सह दु.निवधक कुर्ला - 4



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## Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	HARISH ASHOK KUMAR KUDARIYA AND OTHERS	eChallan	69103332022032010657	MH014895939202122E	183300.00	SD	0007394413202122	26/03/2022
2		DHC		2403202204484	1400	RF	2403202204484D	26/03/2022
3	HARISH ASHOK KUMAR KUDARIYA AND OTHERS	eChallan		MH014895939202122E	30000	RF	0007394413202122	26/03/2022

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

6541 /2022

## Know Your Rights as Registrants

- 1 Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning
- 2 Get print immediately after registration

For feedback, please write to us at [feedback.isarita@gmail.com](mailto:feedback.isarita@gmail.com)

करल ४	
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प्रमाणित करण्यात येते की या दस्तामध्ये  
एकूण ६५४७ (६५००) माने आहेत.  
करल-४/ ६५४७ / २०२२  
पुस्तक क्रमांक १ क्रमांकावर बांदला.  
दिनांक २६/०३/२०२२.....

*Abhishek*  
अश्विनी दि. म्हसकर  
सह दुय्यम निबंधक कुर्ला-४  
मुंबई उपनगर जिल्हा



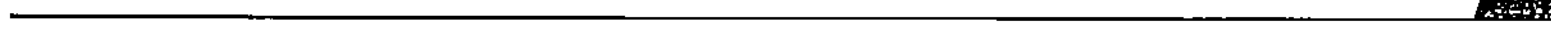


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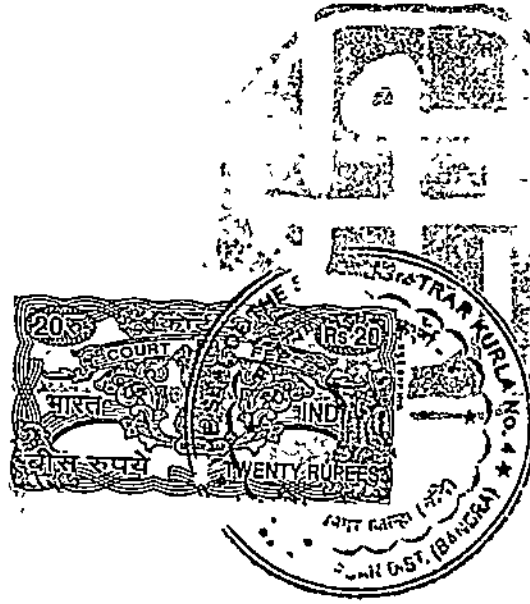


Pre-Registration summary(नोंदणी पूर्व गोपवात )

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	HARISH ASHOK KUMAR KUDARIYA AND OTHERS	eChallan	69103332022032010657	MH014895939202122E	183300.00	SD	0007394413202122	26/03/2022
2	HARISH ASHOK KUMAR KUDARIYA AND OTHERS	eChallan		MH014895939202122E	30000	RF	0007394413202122	26/03/2022
3		DHC		2403202204484	1400	RF	2403202204484D	26/03/2022

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



खरी प्रत

सह. दुर्यम निबंधक सुकली-४  
सुबई उपनगर जिल्हा

Pre-Registration summary(नोंदणी पूर्व गोपवारा )



27/03/2022

सूची क्र.2

दुय्यम निवधक : सह दु नि. कुर्ला 4

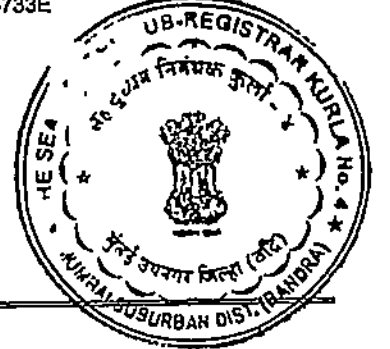
दस्त क्रमांक : 6541/2022

नोंदणी :

Regn 63m

गावाचे नाव : भांडुप

(1)विलेधाचा प्रकार	करारनामा
(2)मोबदला	3665574
(3) बाजारभाव(भाडेपट्ट्याच्या दाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	2846736.816
(4) मू-भापन,पोटहिस्ता व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:सुवई मनभा इतर वर्णन :सदनिका नं: 902,ए-विंग, माळा नं: 9 वा मजला, इमारतीचे नाव: मॅरिपॉन निजोपार्क अशोक विंग ए, ब्लॉक न. तुलशेत पाडा वस स्टाॅपच्या जवळ, रोड : सेक रोड,तुलशेत पाडा,भांडुप-पश्चिम,सुवई-400078, इतर माहिती: सदनिगा क्षेत्र 22.48 चौ.मी (242.00 चौ फूट)कारपेट(रिवा प्रमाणे) PUJ: SX0703560010000 ( ( C.T.S Number : 87 D-Part ; ) )
(5) क्षेत्रफळ	1) 22.48 चौ मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव-मॅरिपॉन नेक्स्टजन रियल्टी लिमिटेड याच्यावतीने सिनियर मॅनेजर आणि अधिकृत व्यक्ती द्वारकानाथ के. राव यांच्यावतीने कुलसूत्रव्यार म्हणून दिपक पट्टनायक वय:-36; पत्ता:-प्लॉट नः -, माळा नः -, इमारतीचे नाव मॅरिपॉन फ्लुचरेक्स, ब्लॉक नं: मफतलाल मिल कंपनी, रोड नं एन.एम.जोशी मार्ग,जोवर परेल, मुंबई-400013, महाराष्ट्र, MUMBAI, पिन:कोड:-400013 पॅन नं:-AAACP8032E
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1) नाव:-हरीश अशोक कुमार कुमरारिया वय:-28; पत्ता:-प्लॉट नः रुम नं.1/1 , माळा नः -, इमारतीचे नाव: वसंत निवास , ब्लॉक नं: नानावाडी,वी एम सी स्कूल , रोड नं: तुलशेतपाडा,सेक रोड,भांडुप-पश्चिम,मुंबई-400078, महाराष्ट्र, सुवई पिन:कोड:-400078 पॅन नं:-EHXPK0969N 2): नाव:-अर्पिता हरीश कुमरारिया वय:-27; पत्ता:-प्लॉट नः रुम नं.1/1 , माळा नः -, इमारतीचे नाव: वसंत निवास , ब्लॉक नं: नानावाडी,वी एम सी स्कूल , रोड नं: तुलशेतपाडा,सेक रोड,भांडुप-पश्चिम,मुंबई-400078, महाराष्ट्र, सुवई पिन:कोड:-400078 पॅन नं:-BWOPA2550C 3) नाव:-सलोमिडी अशोक कुमार कुमरारिया वय:-59, पत्ता:-प्लॉट नः रुम नं.1/1 , माळा नं: -, इमारतीचे नाव: वसंत निवास , ब्लॉक नं: नानावाडी,वी एम सी स्कूल , रोड नं: तुलशेतपाडा,सेक रोड,भांडुप-पश्चिम,मुंबई-400078, महाराष्ट्र, सुवई पिन:कोड:-400078 पॅन नं:-BPEPK5733E
(9) दस्तऐवज करून दिल्याचा दिनांक	21/03/2022
(10)दस्त नोंदणी केल्याचा दिनांक	26/03/2022
(11)अनुक्रमांक,खड व पृष्ठ	6541/2022
(12)बाजारभावाप्रमाणे मुद्राक शुल्क	183300
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	



मुल्याकनासाठी विचारात घेतलेला तपशील :-

मुद्राक शुल्क आकारताना निवडलेला अनुच्छेद :- (f) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

सुलभ व्यवहारासाठी नागरिकांचे सहमीकरण  
दस्तऐवज नोंदणीनंतर भिलकड पत्रिका/ कर नोंदवही अद्ययावत करणे गरजेचे आहे.  
या व्यवहाराचे विवरण पत्र ई-मेल द्वारे वृहत्सुवई महानगरपालिकेस पाठविणेत आलेला आहे.  
आता हे दस्तऐवज दाखल करण्यासाठी कार्यालयात स्वतः जाणेची आवश्यकता नाही

Integrated Governance enabling You to Do Business Easily

It is necessary to update Relevant records of Property/ Property tax after registration of document.  
Details of this transaction have been forwarded by Email ( dated 27/03/2022 ) toMunicipal Corporation of Greater Mumbai.  
No need to spend your valuable time and energy to submit this documents in person.