

73/7636

Tuesday, October 15, 2024

3:03 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39M

Regn.: 39M

पावती क्र.: 11352 दिनांक: 15/10/2024

गावाचे नाव: देसाई

दस्तऐवजाचा अनुक्रमांक: टनन1-7636-2024

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: आदित्य अजित सावंत

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1800.00

पृष्ठांची संख्या: 90

एकूण:

रु. 31800.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे  
3:22 PM ह्या वेळेस मिळेल.



Sub Registrar Thane 1

सह दुय्यम निबंधक वर्ग-२  
ठाणे-१

बाजार मुल्य: रु.1787821.232 /-

मोबदला रु.3356436/-

भरलेले मुद्रांक शुल्क : रु. 235000/-

1) देयकाचा प्रकार: DHC रक्कम: रु.1800/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1024158104984 दिनांक: 15/10/2024

बँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH009019464202425E दिनांक: 15/10/2024

बँकेचे नाव व पत्ता:

Account



## सूची क्र.2

दुय्यम निबंधक : दु.नि. ठाणे 1

दस्त क्रमांक : 7636/2024

नोंदणी :

Regn:63m

15/10/2024

## गावाचे नाव : देसाई

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	3356436
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	1787821.232
(4) भू-मापन, पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव: ठाणे म.न.पा. इतर वर्णन : सदनिका नं: 610, माळा नं: 6 वा मजला, इमारतीचे नाव: एक्स 3, बी-विंग, मॅरेथॉन नेक्सटाऊन जास्पर, ब्लॉक नं: मॅरेथॉन नेक्सटाऊन, सरस्वती शाळेच्या जवळ, देसाई गाव, रोड नं: ऑफ कल्याण शिळ रोड, तालुका-ठाणे, जिल्हा-ठाणे-421204, इतर माहिती: सदनिका क्षेत्र 29.64 चौ.मी.(म्हणजेच 319.00 चौ.फूट) कारपेट(रेरा प्रमाणे), आणि इनक्लोज्ड बाल्कनी/ओपन बाल्कनी/टरेस / डेक क्षेत्र 4.93 चौ.मी.(म्हणजेच 53.00 चौ.फूट), ((सदनिकेचे एकूण कारपेट क्षेत्र इतर क्षेत्रा सोबत 34.56 चौ.मी. (म्हणजेच 372.00 चौ.फूट)) ( Survey Number : सर्वे नं. 140/1, 140/2, 141/2/A, 141/2/B, 142/1, 142/3, 220/1/A, 220/1/D, 220/2/A, 220/5, 232 ; ) )
(5) क्षेत्रफळ	1) 29.64 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:- मॅरेथॉन एनर-जन एल एल पी. यांच्यावतीने सिनियर मॅनेजर आणि अधिकृत व्यक्ती द्वारकानाथ के. राव यांच्यावतीने कुलमुखत्यार म्हणून जितेंद्र एस पवार वय:-49; पत्ता:- प्लॉट नं: 702, माळा नं: 7 वा मजला, इमारतीचे नाव: मॅरेथॉन मॅक्स, ब्लॉक नं: मुलुंड-पश्चिम, रोड नं: मुलुंड गोरेगांव लिंक रोड, मुलुंड-पश्चिम, मुंबई-400080, महाराष्ट्र, MUMBAI. पिन कोड:-400080 पॅन नं:-AAUFM8302P
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- आदित्य अजित सावंत वय:-25; पत्ता:- प्लॉट नं: ई 504, माळा नं: -, इमारतीचे नाव: साई पूजा अपार्टमेंट, ब्लॉक नं: विक्रोळी बस डेपोच्या जवळ, रोड नं: विक्रोळी-पूर्व, मुंबई-400083, महाराष्ट्र, मुम्बई. पिन कोड:-400083 पॅन नं:-JSGPS6393F 2): नाव:- नेहा राजेंद्र पाटणकर वय:-25; पत्ता:- प्लॉट नं: ई 504, माळा नं: -, इमारतीचे नाव: साई पूजा अपार्टमेंट, ब्लॉक नं: विक्रोळी बस डेपोच्या जवळ, रोड नं: विक्रोळी-पूर्व, मुंबई-400083, महाराष्ट्र, मुम्बई. पिन कोड:-400083 पॅन नं:-DUVPP6454D
(9) दस्तऐवज करून दिल्याचा दिनांक	30/09/2024
(10) दस्त नोंदणी केल्याचा दिनांक	15/10/2024
(11) अनुक्रमांक, खंड व पृष्ठ	7636/2024
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	235000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरार	



15/10/24  
सह दुय्यम निबंधक वर्ग-२  
ठाणे-१

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-:

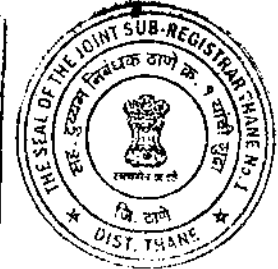
(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

मूल्यांकन पत्रक ( शहरी क्षेत्र - बांधीव )					
Valuation ID	202410153962	15 October 2024,02:00:38 PM			
मूल्यांकनाचे वर्ष	2024	टनन।			
जिल्हा	ठाणे				
मूल्य विभाग	तालुका : ठाणे				
उप मूल्य विभाग	31/113-20अ) देसाई गावातील मिळकती ;उर्वरीत ; सर्वे नंबर				
क्षेत्राचे नांव	Thane Municipal Corporation	सर्वे नंबर /न. भू. क्रमांक :	सर्वे नंबर#140		
<b>वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.</b>					
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक
7400	46900	46800	55300	46800	चौ. मीटर
<b>बांधीव क्षेत्राची माहिती</b>					
बांधकाम क्षेत्र(Built Up)-	32.604चौ. मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय -	0 TO 2वर्षे	बांधकामाचा दर-	Rs.26620/-
उद्वाहन सुविधा -	आहे	मजला -	5th to 10th Floor		
प्रकल्पाचे क्षेत्र -	Above 2 hector				
Sale Type - First Sale					
Sale/Resale of built up Property constructed after circular dt.02/01/2018					
(सूत्र) प्रकल्पाचे क्षेत्रानुसार दर		= (( मिळकतीचा प्रति चौ. मीटर मूल्यदर) * 105 % )			
प्रकल्पाचे क्षेत्रानुसार		निवासी सदनिका करीता प्रती चौ. मीटर दर = Rs. 49245 /-			
मजला निहाय घट.वाढ		= 105 / 100 Apply to Rate= Rs.51707/-			
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर		=(((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी )+ खुल्या जमिनीचा दर)			
		= ( ( ( 51707-7400) * ( 100 / 100 ) ) + 7400 )			
		= Rs.51707/-			
A) मुख्य मिळकतीचे मूल्य		= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र			
		= 51707 * 32.604			
		= Rs.1685855.028/-			
F) लागतच्या गच्चीचे/खुली बाल्कनी क्षेत्र		4.93चौ. मीटर			
लागतच्या गच्चीचे/खुली बाल्कनी मूल्य		= 4.93 * ( 51707 * 40/100 )			
		= Rs.101966.204/-			
Applicable Rules		= 3, 5 अ, 9, 18, 19, 14			
<b>एकत्रित अंतिम मूल्य</b>		= मुख्य मिळकतीचे मूल्य +तकघराचे मूल्य - मेंढेनाईन मजला क्षेत्र मूल्य + लागतच्या गच्चीचे मूल्य(खुली बाल्कनी) + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + स्वयंचलित वाहनतळ			
		= A + B + C + D + E + F + G + H + I + J			
		= 1685855.028 + 0 + 0 + 0 + 0 + 101966.204 + 0 + 0 + 0 + 0			
		=Rs.1787821/-			
		= ₹ सतरा लाख सत्पाऐंशी हजार आठ शे एकवीस /-			

Home

Print

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दस्त क्र 10638/2024  
9 20



Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN	1024158104984
Date	15/10/2024
Received from Marathon Ener Gen LLP, Mobile number 9819577422, an amount of Rs.1800/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office S.R. Thane 1 of the District Thane.	
Payment Details	
Bank Name	SBIN
Date	15/10/2024
Bank CIN	10004152024101504731
REF No.	465592682744
This is computer generated receipt, hence no signature is required.	

ट न न १	
दस्त क्र ७६३६/२०२४	
२	९०



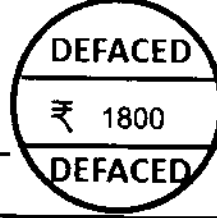


**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

**Receipt of Document Handling Charges**

PRN	1024158104984	Receipt Date	15/10/2024
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Received from Marathon Ener Gen LLP, Mobile number 9819577422, an amount of Rs.1800/-, towards Document Handling Charges for the Document to be registered on Document No. 7636 dated 15/10/2024 at the Sub Registrar office S.R. Thane 1 of the District Thane.



**Payment Details**

Bank Name	SBIN	Payment Date	15/10/2024
Bank CIN	10004152024101504731	REF No.	465592682744
Deface No	1024158104984D	Deface Date	15/10/2024

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

ट न न १	
दस्त क्र ७६३६ / २०२४	
३	९०

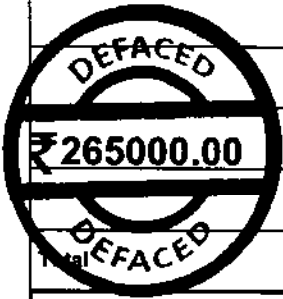




**CHALLAN**  
**MTR Form Number-6**



GRN	MH009019464202425E	BARCODE	[Barcode]		Date	30/09/2024-14:19:56	Form ID	25.2
Department				Inspector General Of Registration				
Type of Payment				Stamp Duty Registration Fee				
Office Name				THN1_HQR SUB REGISTRA THANE URBAN 1				
Location				THANE				
Year				2024-2025 One Time				
Account Head Details				Amount In Rs.				
0030046401 Stamp Duty				235000.00				
0030063301 Registration Fee				30000.00				
Total				2,65,000.00				
Payment Details				IDBI BANK				
Cheque/DD No.				FOR USE IN RECEIVING BANK				
Name of Bank				IDBI BANK				
Name of Branch				100, 01/10/2024				
Bank CIN				69103332024093012477				
Ref. No.				747558441				
Bank Date				30/09/2024-14:46:29				
RBI Date				01/10/2024				
Scroll No. , Date				100, 01/10/2024				




Remarks (If Any)

PAN2-AAUFM8302P [Handwritten Signature] [Stamp: MARATHON NEXTOWN JASPER GEN]

LLP-CA-3300496 [Handwritten Signature]

[Handwritten: 8 eo]



Amount In: Two Lakh Sixty Five Thousand Rupees Only

Words: 2,65,000.00

Department ID : [Blank] Mobile No. : 9689802845

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

Signature Not Verified

Digitally signed by DS  
DIRECTORATE OF ACCOUNTS  
AND TREASURY, MUMBAI 02  
Date: 2024.10.15 15:03:51 IST  
Reason: GRAS Secure Document  
Location: India

[Handwritten Signatures: Sawant, Neha, Sawant]

**Challan Defaced Details**

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1	(IS)-73-7636	0005390971202425	15/10/2024-15:03:12	IGR113	30000.00
2	(IS)-73-7636	0005390971202425	15/10/2024-15:03:12	IGR113	235000.00
Total Defacement Amount					2,65,000.00



CHALLAN  
MTR Form Number-6



GRN	MH009019464202425E	BARCODE	[Barcode]		Date	30/09/2024-14:19:56	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	THN1_HQR SUB REGISTRAR THANE URBAN 1			PAN No.(If Applicable)	JSGPS6393F					
Location	THANE			Full Name	ADITYA AJIT SAWANT AND OTHER					
Year	2024-2025 One Time			Flat/Block No.	FLAT NO 610 MARATHON NEXTOWN JASPER					
Account Head Details			Amount In Rs.	Premises/Building						
0030046401	Stamp Duty		235000.00	Road/Street	OFF KALYAN SHILL ROAD VILLAGE DESAI					
0030063301	Registration Fee		30000.00	Area/Locality	THANE					
				Town/City/District						
				PIN	4	2	1	2	0	4
				Remarks (If Any)	<p>PAN2=AAUFM8302P Second Party Name=MARATHON GEN</p> <p>LLP-CA=3356436</p> <p>दस्ता क्र. 063E/2028</p> <p>y   eo</p>					
				Amount In	Two Lakh Sixty Five Thousand Rupees Only					
Total			2,65,000.00	Words						
Payment Details	IDBI BANK			FOR USE IN RECEIVING BANK						
Cheque-DD Details				Bank CIN	Ref. No.	69103332024093012477	747558441			
Cheque/DD No.				Bank Date	RBI Date	30/09/2024-14:46:29	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. : 9689802845  
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
 सदर चालन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चालन लागू नाही.

[Signature]

[Signature]

[Signature]

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दस्त क्र U 63 E / 2024	
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*[Handwritten signature]*

### **AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE ("this Agreement") is made at Mumbai this 30<sup>th</sup> day of Sept, 2024.

### **BETWEEN**

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

### **AND**

**Mr. Aditya Ajit Sawant, Ms. Neha Rajendra Patankar**, having his/her/their address at **E504, Sai Pooja Apartment, Near Vikhroli Bus Depot, Vikhroli (East), Mumbai-400083, Maharashtra**, hereinafter referred to as "the Allottees", (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-parcenership 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 are individually referred to as "the Party" and collectively referred to as "the Parties".

*[Handwritten signature]*

*[Handwritten signature: Sawant]*

*[Handwritten signature: Neha]*



## WHEREAS:

ट न न 9  
दस्तावेज नं 1038



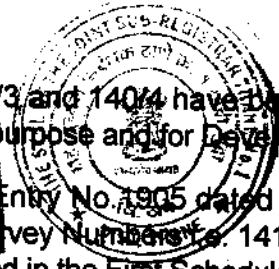
- A. The details pertaining to the title/rights/entitlement of the Promoter to the Larger Land is as follows:
- i. (1) Vishnu Govind Mhatre, (2) Banubai Vishnu Mhatre, (3) Dashrath Vishnu Mhatre (for self and as a natural guardian for Nikita, Viki and Rajat), (4) Parvatibai Dashrath Mhatre, (5) Prakash Vishnu Mhatre (for self and as a natural guardian for Darshna, Payal and Alpita), (6) Kalubai Prakash Mhatre, (7) Prahlad Vishnu Mhatre, (8) Kalpana Prahlad Mhatre, (9) Chandrakant Vishnu Mhatre, (10) Savita Chandrakant Mhatre, (11) Shashikala Vasudev Salvi (before marriage Shashikala Vishnu Mhatre), (12) Pushpa Sharad Patil (before marriage Pushpa Vishnu Mhatre), (13) Muktabai Vishnu Mhatre, (14) Ramesh Vishnu Mhatre (for self and as a natural guardian for Atul and Prem), (15) Anju Ramesh Mhatre, (16) Subhash Vishnu Mhatre (for self and as a natural guardian for Jia), (17) Vidya Subhash Mhatre, (18) Rama Nana Patil (before marriage Rama Vishnu Mhatre), (19) Vandana Dilip Patil (before marriage Vandana Vishnu Mhatre), (20) Shaila Manoj Patil (before marriage Shaila Vishnu Mhatre), (21) Kisan Govind Mhatre, (22) Anandi Kisan Mhatre, (23) Pandhari Kisan Mhatre, (24) Sharidas Kisan Mhatre, (25) Reshma Kisan Mhatre, (26) Nirabai Karsan Mhatre (for self and as a natural guardian for Tejas), (27) Monika Karsan Mhatre, (28) Nitesh Karsan Mhatre, (29) Premabai Kaluram Mhatre, (30) Housabai Gulab Bedekar, (31) Babybai Hanuman Patil, (32) Mamata Tulshiram Mhatre (for self and as a natural guardian for Sarika and Sajan), (33) Navnath Tulshiram Mhatre, (34) Mohini Tulshiram Mhatre, (35) Motiram Bendu Mhatre (on behalf of Rasika, Suraj, Bhavika and Namrata as their natural guardian), (36) Sulochana Motiram Mhatre, (37) Jijabai Govind Bhoir, (38) Hasubai Shantaram Mhatre, (39) Baburao Shantaram Mhatre, (40) Jijabai Baburao Mhatre, (41) Rajesh Baburao Mhatre (for self and as a natural guardian for Kaushik), (42) Ranjana Rajesh Mhatre, (43) Malti Bharat Patil, (44) Rupa Nandkumar Mhatre, (45) Nita Rupesh Fulare, (46) Indrabai Dattu Patil, (47) Manubai Jagan Thakur, (48) Chandrabai Narayan Patil, (49) Sumitra Bhim Patil (50) Sugandhabai Kishore Tare, (51) Shevantabai Kana Bhoir, (52) Vijay Baburao Mhatre, (53) Vasant Shankar Mhatre, (54) Rajaram Vasant Mhatre (55) Sunita Rajaram Mhatre, (56) Sundarabai Suresh Mhatre, (57) Ranjana Balaramu Bhagyavant, (58) Sangita Baliram Wayle (59) Archana Balaram Patil, (60) Tarabai Gopinath Bhoir, (61) Mathura Parshuram Patil, (62) Jaibai Gajanan Alimkar, (63) Kamlabai Kana Mhatre, (64) Barkubai Prabhakar Thakur, (65) Maruti Shankar Mhatre (for self and as a natural guardian for Vikas, Akash and Atish), (66) Gangubai Maruti Mhatre, (67) Satish Vasant Mhatre (for self and as a natural guardian for Mayuresh), (68) Nilam Satish Mhatre, (69) Dwarkabai Ratan Mhatre, (70) Sunil Ratan Mhatre (for self and as a natural guardian for Muskan), (71) Sanam Sunil Mhatre, (72) Anjani Ganesh Patil, (73) Vinod Ratan Mhatre (for self and as a natural guardian for Khushi), (74) Seema Vinod Mhatre, (75) Shripat Shankar Mhatre, (76) Yamuna Shripat Mhatre, (77) Jagdish Shripat Mhatre, (78) Pravin Shripat Mhatre, (79) Deepa Yashwant Mhatre, (80) Kalpana Shripat Mhatre, (81) Monika Shripat Mhatre, (82) Nagubai Narayan Mhatre, (83) Lahu Narayan Mhatre, (84) Gulabbai Lahu Mhatre, (85) Premnath Lahu Mhatre (for self and as a natural guardian for Prerna, Vighnesh and Janvi), (86) Savita Premnath Mhatre, (87) Manisha Vinod Patil, (88) Anita Varghese Patil, (89) Devidas Lahu Mhatre, (90) Indubai Gangaram Mhatre, (for self and as a natural guardian for Menka), (91) Soumitra Keshav Mhatre, (92) Vishwas Keshav Mhatre, (93) Kiran Keshav Mhatre, (94) Rupesh Keshav Mhatre, (95) Ramdas Narayan Mhatre (for self and as a natural guardian for Akshay), (96) Ranjana Ramdas Mhatre, (97) Ranjita Ramdas Mhatre, (98) Kajal Ramdas Mhatre, (99) Sitabai Ramchandra Patil, (100) Suman Vasant Pawar, (101) Parvatibai Shivram Patil, (102) Draupadabai Tulshiram Patil, (103) Janabai Pandhari Patil, (104) Budhubai Pandurang Mhatre, (105) Shantabai Waman Mhatre, (106) Manda Balaram Mhatre, (107) Kavita Sanjay Mhatre, (108) Chayabai Padmakar Mhatre, (109) Sunil Padmakar Mhatre (for self and as a natural guardian for Shraddha, Hinduja and Swayambhu), (110) Reshma Sunil Mhatre (111) Dinesh Padmakar Mhatre, (112) Rekha Ashok Desle, (113) Jayashri Padmakar Mhatre, (114) Bhaskar Pandurang Mhatre, (115) Kalubai Bhaskar Mhatre (116) Ranjit Bhaskar Mhatre (for self and as a natural guardian for Nitishri and Jai), (117) Swati Ranjit Mhatre, (118) Arun Bhaskar Mhatre (for self and as a natural guardian for Kirtika) and (119) Rajani Arun Mhatre, (hereinafter referred to as "the Owners") all adult/s, Indian Inhabitant/s of Thane, all residing at Village Desai, Khidakali, Taluka and District-Thane, are the owners of all those pieces and parcels of land bearing Survey No.140, Survey No.142 Hissa No.1, Survey No.142 Hissa No.3, Survey No.220 Hissa No.1B, Survey No.220 Hissa No.2, Survey No.220 Hissa No.5, Survey No.232 and Survey No.141 Hissa No.2, admeasuring about 56,330 square meters in the aggregate situate, lying and being at Village Desai, Taluka-Thane, District-Thane.
- ii. Vide Mutation Entry No.1905 dated 10<sup>th</sup> October, 2017, Survey No.140 has Sub-divided into several New Survey Numbers i.e. 140/1, 140/2, 140/3 and 140/4. The new Survey Numbers have been more particularly stated in the **First Schedule** hereunder written. Out of the Larger Land the

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Survey No. 140/3 and 140/4 have been handed over to Thane Municipal Corporation ("TMC") for public amenity purpose and for Development Planning Road.

iii. Vide Mutation Entry No. 1905 dated 10<sup>th</sup> October, 2017, Survey No. 141/2 has Sub-divided into several New Survey Numbers i.e. 141/2/A and 141/2/B. The new Survey Numbers have been more particularly stated in the First Schedule hereunder written.

iv. Vide Mutation Entry No. 1905 dated 10<sup>th</sup> October, 2017, Survey No. 220/1 has Sub-divided into several New Survey Numbers i.e. 220/1/A, 220/1/B, 220/1/C, 220/1/D and 220/1/E. The new Survey Numbers have been more particularly stated in the First Schedule hereunder written. Out of the Larger Land, the Survey 220/1/B (Part), 220/1/C and 220/1/E have been handed over to Thane Municipal Corporation ("TMC") for public amenity purpose and for Development Planning Road.

v. Vide Mutation Entry No. 1905 dated 10<sup>th</sup> October, 2017, Survey No. 220/2 has Sub-divided into several New Survey Numbers i.e. 220/2/A and 220/2/B. The new Survey Numbers have been more particularly stated in the First Schedule hereunder written. Out of the Larger Land, the Survey 220/2/B have been handed over to Thane Municipal Corporation ("TMC") for public amenity purpose and for Development Planning Road. In view thereof the area of the Larger Land now available for development after the handover to TMC is admeasuring about 49,396 square meters and more particularly described in the First Schedule hereunder written (hereinafter referred to as "the Larger Land") and delineated with black colour boundary line on the plan annexed hereto and marked as Annexure "2".

vi. By and under a Development Agreement dated 20<sup>th</sup> May, 2008 ("the Development Agreement") executed between M/s. Mateshwari Realtors through its partners, 1) Mr. Mahendra Shamji Patel and 2) Mr. Shailesh Narayanbhai Bhanushali (of the one part) ("Mateshwari Realtors") and Shri Vishnu Govind Mhatre and others - the Owners, the Owners granted to Mateshwari Realtors development rights in respect of the Larger Land in the manner, for the consideration which includes constructed area (hereinafter referred as the "Owners Construction Area") in the buildings to be developed on the said Larger Land and on the terms and conditions mentioned therein.

vii. Since the Development Agreement remained to be registered, subsequently, the Parties to the Development Agreement executed a Confirmation/Consent Deed dated 17<sup>th</sup> April, 2009 ("the Confirmation Deed"). The Development Agreement was annexed to the Confirmation Deed. The Confirmation Deed has been registered with the office of the Sub-Registrar of Assurances at Thane-1 under Serial No. TNN1-01762 of 2009.

viii. Pursuant to the Development Agreement, by and under 3 (three) powers of attorney dated 17<sup>th</sup> April, 2009, 18<sup>th</sup> April, 2009 and 28<sup>th</sup> May, 2009, the Owners granted various rights in favour of Mateshwari Realtors to develop the Larger Land including to sell flats/ shops/ units/ premises to be constructed on the Larger Land from time to time (save and except the units to be handed over to the Owners in terms of the Development Agreement). Under the aforesaid powers of attorney, Mateshwari Realtors were also authorised to appoint any other person as a constituted attorney and such constituted attorney appointed by Mateshwari Realtors would have the power to exercise the powers granted by the Owners under the above 3 (three) Powers of Attorney.

ix. By and under a Joint Venture Agreement dated 15<sup>th</sup> September, 2012 and registered with the Office of Sub-Registrar of Assurances at Thane-9 under Serial No. TNN9-3797 of 2012 ("the Joint Venture Agreement") and executed between Mateshwari Realtors (therein referred to as the Venturist No.1 of the First Part), Marathon Realty Private Limited (therein referred to as the Venturist No.2 of the Second Part), Marathon Ener-Gen LLP (therein referred to as the Developers of the Third Part) and Vishnu Govind Mhatre & Ors. (therein referred to as owners of the Fourth Part), Mateshwari Realtors and Marathon Realty Private Limited mutually decided, determined and agreed to develop the Larger Land on joint-venture basis through Marathon Ener-Gen LLP in the manner, for the consideration and on the terms and conditions as mentioned therein.

x. Pursuant to the Joint Venture Agreement, Mateshwari Realtors executed a power of attorney dated 15<sup>th</sup> September, 2012 (registered with the office of the Sub-Registrar of Assurances at Thane-9 at Serial No. TNN9-3798 of 2012 in favour of, inter-alia, the Promoter authorise to do various acts, deeds, matters and things for the development of the said Larger Land including sale of flats/shops/units/premises to be constructed on the said Larger Land.

xi. By and under a Supplementary Agreement (to the Development Agreement) dated 10<sup>th</sup> January, 2014 and registered with the office of Sub-Registrar of Assurances at Thane-9 under serial no. TNN9-255 of 2014 and executed between M/s Mateshwari Realtors (therein referred to as the Purchaser of the First Part) and Shri Vishnu Govind Mhatre and 117 others (therein referred to as the Vendors of the Second Part) and Marathon Ener-Gen LLP (therein referred to as the Purchaser

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of the Third Part), the Vendors of the Second Part *inter-alia* gave their consent, no objection and confirmation to Marathon Ener-Gen LLP to develop the said Larger Land.

- xii. By and under a Supplementary Agreement (to the Development Agreement) dated 22<sup>nd</sup> August, 2014 and registered with the office of Sub-Registrar of Assurances at Thane-9 under serial no. TNN9-5524 of 2014 and executed between M/s Mateshwari Realtors (therein referred to as the Purchaser of the First Part) and Vishnu Govind Mhatre and 147 others (therein referred to as the Vendors of the Second Part) and Marathon Ener-Gen LLP (therein referred to as the Purchaser of the Third Part), the Vendors of the Second Part *inter-alia* gave their consent, no objection and confirmation to Marathon Ener-Gen LLP to develop the said Larger Land.
- xiii. By virtue of Indenture of Transfer dated 12<sup>th</sup> March 2019 enter by and between Marathon Ener-Gen LLP and Thane Municipal Corporation registered with the Office of Sub-Registrar of Assurances, at Thane-9 bearing Registration No. TNN9/3452/2019 the land affected by 45.00 Meter wide Katai Airoli Road, area admeasuring 364.00 Sq. meter situated lying and being at the land bearing Survey No. 220/1B (Part) and 220/5 of Village Desai, Taluka and District Thane is handed over to Thane Municipal Corporation as per the Possession Receipt the following area is transfer to Thane Municipal Corporation more particularly stated therein on the terms and conditions recorded in the Indenture of Transfer dated 12<sup>th</sup> March 2019.

Survey No.	Village	Road	Area in Sq. M.
Survey No.220/1B (Part)	At Village and Tal.	45.00 M. wide Katai and Airoli Road	254.00
Survey No.220/5 (Part)	And Dist. Thane		110.00
<b>Total</b>			<b>364.00</b>

- xiv. By virtue of Indenture of Transfer dated 12<sup>th</sup> March 2019 enter by and between Marathon Ener-Gen LLP and Thane Municipal Corporation registered with the Office of Sub- Registrar of Assurances, at Thane-9 bearing Registration No. TNN9/3453/2019 the land affected by amenity open space area admeasuring 2334.78 Sq. meter situated lying and being at the land bearing Survey No.141/2 (Part) and 220/1B(Part) of Village Desai, Taluka and District Thane is handed over to Thane Municipal Corporation as per the Possession Receipt the following area is transfer to Thane Municipal Corporation more particularly stated therein. On the terms and conditions recorded in the Indenture of Transfer dated 12<sup>th</sup> March 2019.

Survey No.	Village	Amenity Open Space	Area in Sq.M.
Survey No. 141/2 (Part)	At Village and Tal.	Amenity Open Space	1599.14
Survey No. 220/1B (Part)	And Dist. Thane		735.64
<b>Total</b>			<b>2334.78</b>

- xv. In these circumstances, the Promoter is entitled to develop *inter alia* the said Larger Land and to sell the flats/shops/units/premises to be constructed thereon as per the Development Agreement dated 20<sup>th</sup> May, 2008.
- xvi. Title Report dated 30<sup>th</sup> December, 2014 and further Addendum/s to Title Report issued by Adv. Prasanna Tare certifying the title of the said Larger Land which is also annexed and marked as Annexures "7" (Colly.) hereto.

B. By and under a permission dated 7<sup>th</sup> May, 2012, the Collector, Thane has granted non-agricultural permission ("NA Permission") in the manner and on the terms and conditions mentioned therein. A copy of the NA Permission is annexed hereto and marked as Annexure "3".

C. The Promoter is developing the said Larger Land in a phase-wise manner by utilisation of the full development potential of the said Larger Land and the full FSI thereof (including fungible FSI, free

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FSI, premium FSI) and TDR or any other form of FSI as may be sanctioned from time to time by the competent authorities in accordance with all applicable laws, rules and regulations as may be in force at present and/or at any time hereafter.

- D. The Promoter has proposed to develop the said Larger Land in phases and accordingly the Promoter has developed some portion of the said Larger Land. Now the Promoter proposes to develop further phases in the said Larger Land and may amalgamate and/or sub-divide various layouts with the layout as furnished for the development of the said Larger Land. The Allottee/s has/have examined the layout and has confirmed that any amendment to the layout of the said Larger Land or any part thereof at any time in future, whether by way of amalgamation or sub-division and/or in any manner whatsoever, shall be permissible and the nature of the scheme and the development to be undertaken by the Promoter would be required and shall not be objected to by the Allottee/s individually or jointly with others.
- E. As part of the phase-wise development of the said Larger Land, the Promoter is proposing to construct several buildings on the said Larger Land by utilisation of the full development potential thereof, as per the Sanctioned Layout Plan annexed hereto and marked as Annexure "2".
- F. Thane Municipal Corporation, Thane ("TMC") has issued a Development Permission/Commencement Certificate ("CC") bearing No. V.P.No.S11/0014/10 TMC/TDD/4113/22 dated 1<sup>st</sup> July, 2022 in respect of the said Building subject to terms and conditions stated therein and amended/revised from time to time. The copy of Development Permission/Commencement Certificate and Letter of Intent ('LOI') are annexed hereto and marked as Annexure "4" and Annexure "4A" respectively. The details of revised/amended approvals/permissions/LOI are mentioned in Annexure "5".
- G. The Allottee/s is/are aware that the Promoter proposes to construct building/s to be leased/conveyed to Maharashtra Metropolitan Region Development Authority ("MMRDA") and/or Maharashtra Housing and Area Development Authority ("MHADA") under Economic Weaker Section Scheme and/or Low Income Group Scheme and/or under any such scheme which may be permitted by the competent authorities from time to time and known as ("MMRDA and/or MHADA Building/s"). The Promoter intends to grant a lease or give a conveyance of the MMRDA and/or MHADA Building/s along with the demarcated portion of the Larger Land (hereinafter to as "MMRDA and/or MHADA Land") to MMRDA and/or MHADA. The Allottee/s agrees, confirms and undertakes that he has no objection and will not object to the Promoter constructing the MMRDA and/or MHADA Building/s on the MMRDA and/or MHADA Land and leasing/conveying the same to MMRDA and/or MHADA. The Promoter will be entitled to alter the location of the land under which the MMRDA and/or MHADA Building/s is/are to be constructed and the Allottee/s agrees and gives his consent to the same and will not raise any objection with regard to the same. Further, the Promoter will be entitled to grant necessary access to the MMRDA and/or MHADA Land and the MMRDA and/or MHADA Building/s through/over the said Larger Land and grant necessary rights of way/ access and other such rights and the Allottee/s agree not to raise any objection in this regard. The Allottee/s is/are aware that, right of way in the said Larger Land is common to all the buildings in the Larger Land including the MMRDA and/or MHADA buildings the Allottee/s irrevocably agrees not to raise any objection in this regard.
- H. The Promoter also intends to subsequently develop the balance portion of the said Larger Land not forming part of the said Land (defined hereinafter) as a common layout in a phase-wise manner.
- I. The rights retained by the Promoter under this Agreement in terms of exploitation of the present and future development rights with respect to the said Larger Land shall continue even after the execution of this Agreement or after the vesting of the said Land, Building or Wing or any part thereof in favour of the Society. The vesting of the said Land, Building or Wing or any part thereof in favour of the Society/Apex Body shall be in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("MAHA RERA Rules"). It is specifically clarified that the rights over unsold premises and unallotted car parks shall be exclusively with the developer/promoter even after any land/ building/wing or any part thereof has been vested in favor of the society/apex body and the same shall be governed by provisions of RERA and MAHA RERA Rules.
- J. 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.
- K. The details of mortgage or lien or charge on the portion of the Larger Land are mentioned in Annexure "8" annexed hereto.

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- L. The Promoter is entitled to construct buildings on the Larger Land in accordance with the recitals hereinabove.
- M. The Promoter is undertaking the development of the Larger Land in a phase-wise manner.
- N. The building known as 'Marathon Nextown Jasper' ("said Building") is being constructed on land admeasuring 710 square meters being the portion of the Larger Land ("said Land") and is more particularly specified in the **Second Schedule** hereunder written and which is a phase of the Whole Project (as defined below) and the same was registered by the Promoter as a 'Real Estate Project' known as 'Marathon Nextown Jasper' ("the Real Estate Project") with the Real Estate Regulatory Authority ("Authority"), under the provisions of Section 5 of the "RERA" and read with the provisions of the "MAHA RERA Rules". The Authority has duly issued the Certificate of Registration No.P51700049449 ("RERA Certificate") for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as Annexure "12" hereto. The description of the said Building/Real Estate Project and RERA Certificate are more particularly mentioned in Annexure "9" annexed hereto.
- O. Pursuant to the sanctioned plans as amended from time to time, the Promoter has commenced construction on the said Land of the Building, in the layout of the said 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 concerned authority or any other Competent Authority. The Sanctioned Layout Plan is annexed hereto as Annexure "2".
- P. The Allottee/s is/are informed and is aware that the said Land forms part of the said Larger Land, the common areas and amenities may be enjoyed by the Allottee/s of other buildings/real estate projects registered or proposed to be registered in future constructed/to be constructed on the said Larger Land and also buildings to be constructed from time to time by the Promoter on the said Larger Land.
- Q. The Allottee/s has/have, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee/s has/have also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the MAHA RERA Rules and has understood the documents and information in all respects.
- R. The principal and material aspects of the development of the Real Estate Project is as more particularly specified in the Annexure "9" ("Whole Project and Real Estate Project Details") annexed hereto. Other details about the Real Estate Project are briefly stated below-
- 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 getting 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 purchase 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 and 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 purchase the said Premises considering the said Building having minimum floor or maximum floor.
  - The Real Estate Project shall comprise of units/premises consisting of apartments, flat/s, duplexes, penthouses, offices and shops.
  - The details of the Sanctioned and Proposed FSI for the said Building are specified in the Annexure "9". The additional FSI, over and above the sanctioned FSI, could be utilized by the Promoter on account of the increase in the Floor Space Index in the locality or Floor Space Index available by paying premium or price to authorities or additional Floor Space Index becoming available on account of acquisition of Transferable Development Rights, or TDR that may be available due to development of amenity space, amalgamation of land parcels, changes in Development Plan, change in the DC Regulations or revised/New DC Regulations, Ancillary FSI or other provisions under which additional FSI shall be made available to the development.
  - The common areas, facilities and amenities in the said Building that may be usable by the Allottee/s are listed in the **Fifth Schedule** hereunder written ("said Building Amenities").

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v. The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee/s and shared between all residents of Whole Project are listed in the **Fourth Schedule** hereunder/written ("**Whole Project Amenities**"). The common areas and amenities for the Whole Project shall be completed in a phase-wise manner and shall be completed at the time of completion of the Whole Project.

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

vii. The Promoter may amalgamate and/or sub-divide various layouts with the layout as furnished for the development of the said Larger Land. The Allottee/s has/have examined the layout and has confirmed that any amendment to the layout of the said Land or the said Larger Land or any part thereof at any time in future, whether by way of amalgamation or sub division and/or in any manner whatsoever, shall be permissible and the nature of the scheme and the development to be undertaken by the Promoter would be required and shall not be objected to by the Allottee/s individually or jointly with others.

viii. The details of formation of the Society, and, conferment of title upon the Society with respect to the said Building, are more particularly specified in this Agreement.

ix. 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>".

S. The principal and material aspects of the development of the Larger Land ("**Whole Project**") as more particularly specified in the Annexure "9" ("**Whole Project and Real Estate Project Details**") annexed hereto, are briefly stated below:-

i. The Whole Project is known as '**Marathon Nextown**'. The area of the Larger Land to be developed in a phase-wise manner as more particularly specified in the Annexure "9" ("**Whole Project and Real Estate Project Details**").

ii. Besides the phase(s) which are registered under RERA as declared above the Promoter shall from time to time be registering balance development potential on the Larger Land as per the Proposed Layout Plan annexed hereto or modified from time to time as per approvals received from concerned authority as Annexure "13" as multiple phases, under RERA with the RERA Authority.

iii. The Promoter shall be entitled to construct Building(s), Upper Floors on the Building(s) and/or Wing(s) which can utilize the full FSI proposed to be utilized on the said Larger Land as the same is fully disclosed in this Agreement.

iv. The details of total sanctioned and proposed FSI for the Whole Project is as more particularly specified in the Annexure "9" ("**Whole Project and Real Estate Project Details**").

v. The Promoter proposes to undertake the development of the Real Estate Project/Whole Project as per the Proposed Layout Plan. The Allottee/s has/have perused a copy of the Proposed Layout Plan ("**Proposed Layout Plan**") which specifies the location of the existing as well as new/future/further buildings/towers/wings to be built on the Larger Land, and also, the tentative locations where public amenity/ reservations, and other open and built-upon spaces are proposed to be situate. The copy of the Proposed Layout Plan is annexed and marked as Annexure "13" hereto.

vi. The scheme and scale of development proposed to be carried out by the Promoter on the Larger Land in accordance with applicable law as amended from time to time is as mentioned in this Agreement.

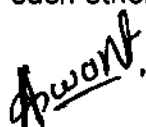
vii. The Promoter shall be entitled to put hoarding/boards of their Brand Name Marathon Nextown, Marathon Realty, Marathon Group Mateshwari Builders and Realtors or any other third party brand

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associated with the Promoter or the Whole Project in the form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Larger Land or part thereof and on the facade, terrace, compound wall or other part of the Buildings/towers/wings as may be developed from time to time without being liable to pay any fees/charges/costs to the Society/Apex body or any organization that may be formed. The Promoter shall also be entitled to place, select and decide hoarding/board sites at its sole discretion. The Promoter has full and free right of way and means to access such place on the Larger Land or any part thereof for the purposes of repair, painting or changing the logo.

- viii. It is expressly agreed that the Promoter shall be entitled to put a hoarding or give on lease site for pager station, cell base station and telecom towers solar panels if any on the said Larger Land or on the Buildings or any part thereof including the terrace and the said hoardings may be illuminated or comprising neon sign and for that purpose the Promoter is fully authorized to allow temporary or permanent erection or installation either on the exterior of the Building as the case may be without being liable to pay any fees/charges cost in this respect to the Society/Apex Body or the final organization that may be formed and the Allottee/s agrees not to object or dispute the same. The Promoter shall be entitled to install its logo in one or more places in or upon the Building and the Promoter reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo.
- ix. The Promoter shall be entitled to confer title of particular Building/Tower/Wing/Real Estate Project to such Society/Other Societies, as mentioned in this Agreement.
- x. The details of formation of the Apex Body, and, conferment of title upon the Apex Body with respect to the Larger Land and all common areas, facilities and amenities, basements (if any), podiums (if any) and other spaces and areas on the Larger Land are as mentioned in this Agreement.
- xi. The statutory approvals mandatorily require the Promoter to handover certain stipulated percentage of the Larger Land to the concerned authorities or develop the same as public amenity. The Promoter shall determine and identify the portion and location of the part of the Larger Land to be handed over for complying with the terms and conditions of statutory approvals. Such portion of the land is shown on the Proposed Layout Plan annexed as **Annexure "13"** hereto. The portion of the Larger Land left over after handing over the stipulated percentage if any, to the Concerned Authority or Statutory Authority and/or developing as a public amenity, only would be available either for transferring to the Apex Body.
- xii. The nature of development of the said Larger Land will be phase wise and would constitute a mixture of users as may be permissible under applicable law from time to time.
- xiii. The Promoter would be entitled to aggregate any contiguous land parcel with the development of the Larger Land, as provided under the Proviso to Rule 4(4) of the MAHA RERA Rules.
- xiv. The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the Larger Land (defined below), in full or in part, as may be required by the applicable law from time to time.
- T. The Allottee/s is/are desirous of purchasing a residential premises/flat in the Real Estate Project, the details whereof are more particularly specified in the **Third Schedule** hereunder written and the other details whereof are specified in **Annexure "11"** hereto ("**Premises and Transaction Details**") (hereinafter referred to as the "**said Premises**").
- U. The Promoter has entered into Standard Agreement/s with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. The details of Architects are more particularly specified in **Annexure "9"** ("**Whole Project and Real Estate Project Details**").
- V. The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Real Estate Project shall be under the professional supervision of the Architect and the Structural Engineer (or any suitable replacements/substitutes thereof) till the completion of the Real Estate Project.
- W. The Promoter has the right to sell the said Premises in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee/s of the said Premises to receive the sale consideration in respect thereof.
- X. On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the Larger Land, and the plans, designs and specifications prepared by the Promoter's Architects, and of such other documents as are specified under the RERA and











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 न 9

## 2. Construction and Modification:

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- i. The Promoter shall construct the said Building in accordance with the plans, designs and specifications as referred hereinabove, and as may be approved by the Concerned Authority or any other appropriate approving authority from time to time. The details of the said Building are more particularly specified in the Annexure "9" ("Whole Project and Real Estate Project Details") annexed hereto. The said Building shall have the common areas, facilities and amenities that may be usable by the Allottee/s and are listed in the Fifth 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. Proposed Layout Plan is annexed hereto and marked as Annexure "13" ("Proposed Layout Plan"). The Allottee/s consents and acknowledges that the Promoter will be entitled to develop the said Larger Land as per the Proposed Layout Plan and make necessary applications to all concerned authorities and obtain all necessary approvals and permission and undertake all necessary acts, deeds, matters and things 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 Proposed Layout Plan.
- iii. The Proposed Layout Plan and proposed building plans are tentative and the Promoter will be entitled to make changes thereto from time to time as required by the Concerned Authorities/Law.

## 3. Premises and Sale Consideration:

- i. The Allottee/s hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee/s said Premises in the Real Estate Project for the Sale Consideration as more particularly specified in the Annexure "11" ("Premises and Transaction Details"). The entire details in respect of the said Premises including the carpet area in square meters as per the provisions of RERA, floor of Tower/Wing/Building, consideration value etc. of the said Premises is as more particularly specified in the Annexure "11" ("Premises and Transaction Details"). The said Premises is shown in the Sanctioned Floor Plan is annexed and marked as Annexure "10" hereto.
- ii. The Allottee/s has/have paid before execution of this Agreement an amount more particularly specified in the Annexure "11" is annexed hereto, as advance payment and hereby agrees to pay to the Promoter the balance amount of Sale Consideration as per the payment schedule is more particularly specified in the Annexure "11". The Receipt of the amounts paid by the Allottee/s to the Promoter has been annexed hereto as Annexure "1".
- iii. In accordance with the progress of construction of the Real Estate Project, the Promoter shall intimate the Allottee/s about the stage-wise completion of the Real Estate Project as detailed in the Payment Schedule set out in Annexure "11" hereto, and shall call upon the Allottee/s to make payments as per the installments mentioned in Annexure "11" hereto (the payment at each stage is individually referred to as "the Installment" and collectively referred to as "the Installments"). On a written demand being made by the Promoter upon the Allottee/s with respect to a payment amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee/s shall pay such amount to the Promoter, within 15 (fifteen) days of the Promoter's said written demand, without any delay, demur or default, time being of essence. Notwithstanding to whatever mentioned in this Agreement, the Allottee/s agrees and undertakes to make the payment of the entire balance Sale Consideration amount / all the balance payment slabs mentioned in the Payment Schedule on receiving Part Occupation Certificate/Occupation Certificate in respect of the said Premises without any objection or demur.
- iv. U/s.194-IA of Income Tax Act, 1961, the Allottee/s is/are required to deduct the TDS on the Sale Consideration amount and on Other Charges as per applicable laws/rules/regulations. The Allottee/s shall pay the applicable TDS to the concerned government account and submit Form 16B and/or such other proof of payment of TDS to the Promoter within 7 (seven) days.

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It is clarified that Sale Consideration shall be payable by the Allottee/s for deposit in the Bank Account for the Real Estate Project, the details of the Bank Account are more particularly specified in the Annexure "11" ("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 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 and 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 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 more particularly specified in the Annexure "11" ("Premises and Transaction Details") annexed hereto.
  - vii. The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in 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.
  - viii. The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said Building/Real Estate Project is complete and the Occupation Certificate is granted by the concerned authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total price/sale consideration payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit 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, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the payment plan/payment schedule. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause No.3(i) of this Agreement and as more particularly specified in Clause No.(4) in the Annexure "11" annexed hereto.
  - ix. The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, including TDS, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. The rights of the Promoter under this clause are without prejudice to the rights and remedies of the Promoter under this Agreement and at law in case of the breach by the Allottee/s of any term of this Agreement.
  - x. If the Allottee/s enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed in Clause No.3(iii) above and in accordance with the payment schedule more particularly specified in the Annexure "11" and as mentioned in this Agreement (which will not absolve Allottee/s of its responsibilities under this Agreement).
  - xi. The Promoter shall be entitled to securitize the Sale Consideration and other amounts payable by the Allottee/s under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other amounts payable by the Allottee/s under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee/s shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.
4. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned authority or competent authority any other appropriate approving authority, at the time of sanctioning the said

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plans or thereafter and shall, before handing over possession of the said Premises to the Allottee/s, obtain from the concerned authority or any other appropriate approving authority the Occupation Certificate or Completion Certificate in respect of the said Premises.

5. Time is of the essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the said Premises and handing over the said Premises to the Allottee/s after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the said Building that may be usable by the Allottee/s and are listed in the **Fifth Schedule** hereunder written.

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.

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6. **Car Parking Slot/s:**

- i. On the request of the Allottee/s, the Promoter hereby agrees to allot to the Allottee/s ALL number of mechanical stackable/non-stackable/puzzle 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 allottee/s who have not requested for the allotment of Car Parking Slot/s and hence those Allottee/s is/are not entitled to use Car Parking Slot/s. 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 phasewise manner and the basements/stilt of all buildings are linked together. On handover of the said Premises to the Allottee/s it is possible that the Allottee/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 simultaneously handover the temporary car parking to the Promoter without any delay or demur.
- iv. The usage of Car Parking if allotted by the Promoter in favour of the Allottee/s shall be governed as follows:
  - a. The allotment of the Car Parking Slot/s shall be at the sole discretion of the Promoter and the Allottee/s shall not dispute and/or object the same for any reason whatsoever.
  - b. The Allottee/s is/are aware that the Promoter has proposed car parking in stilt. Car Parking Slot/s may be either mechanical stackable or non-stackable or puzzle parking. The said stilt is spread across the said Land and shall be common and continuous for the said Larger Land and hence there is a possibility that the Allottee/s may not get the car parking below his building/real estate project.
  - c. Puzzle Parking is a multiple car, mechanical parking system. In which there are 3(three) or more levels of parking slots. One at driveway level, one may be below driveway level in a pit and one or more above driveway level as in the case of stack parking.
    - i. In view of the very nature of the Puzzle Car Parking, it will not be possible to provide a separate Car Parking Slot/s number to the Allottee/s since allotment can be done at a system level not at an individual slot level. In such case the details of the car parking shall be provided at the time of actual allotment of permanent car parking.
  - d. The Allottee/s shall not raise any objection or refuse to take possession or delay payment at the time of possession of the said Premises alongwith temporary Car Parking Slot/s for the reason of non-availability of permanent Car Parking Slot/s at the time of handover of possession of the said Premises.
  - e. The maintenance charges and local taxes allocated to such temporary Car Parking Slot/s or Permanent Car Parking Slot/s shall be paid by the Allottee/s.

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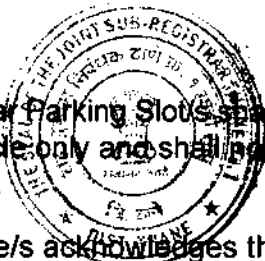
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f. The said Car Parking Slot/s shall be utilized for parking the Allottee's or Allottee's family's own light motor vehicle only and shall not be used for parking of any other vehicle or for any other purpose whatsoever.

g. The Allottee/s acknowledges that the Promoter shall provide car parking slot/s for normal Light Motor Vehicle size and not for large/extra large size car or SUV. Thus, the Promoter shall not be responsible or liable to the Allottee/s, in case the Allottee/s' car cannot use/fit the said allotted Car Parking Slot/s. The size of the car parking slot/s will be 2.3 mtrs. wide and 4.5 mtrs. deep.

- h. The car parking slot/s are attached with and connected to the said 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, repossession etc. of the said Premises under any of the provisions of this Agreement.
- i. The Allottee/s undertakes not to sell / transfer / lease / sub-lease / provide on license basis or deal with the said allotted car parking slot/s separately.
- j. Unauthorized usage of car parking slot/s shall be leviable with penalty as may be determined by the Promoter. After completion of the Whole Project, Apex Body shall be entitled to charge such amount as may be decided by the Apex Body from time to time for any unauthorized usage thereof.
- k. The Allottee/s further expressly agrees that, he/ she/ they shall pay on a quarterly basis the maintenance charges of the Car Parking Slot/s as mentioned in **Annexure "11"** ("**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/Apex Body.
- l. 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, at available location.
- m. The Allottee/s do hereby expressly and irrevocably agrees and confirms that the car parking may be mechanical and/or stack parking and has accepted the same. 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 parking system/Stack Parking at any time.
- n. 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 Building or Buildings or in any Car Parking Slot/s in the said Land and the Allottee/s do hereby agree and confirm that he/she/they will have No Objection in any manner whatsoever.

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

The Allottee/s hereby agrees, accepts and confirms that the Promoter proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner as more particularly specified and as depicted in the Proposed Layout Plan at **Annexure "13"**, ("**Proposed Layout Plan**") annexed hereto and the Allottee/s has/have agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

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

The Allottee/s hereby agrees, accepts and confirms that the Promoter proposes to develop the Whole Project of the Larger Land (by utilization of the full development potential) and develop the same in phase-wise manner and undertake multiple real estate projects therein in the manner more particularly specified hereinbefore and as depicted in the Proposed Layout Plan is annexed hereto as **Annexure "13"** ("**Proposed Layout Plan**") constituting the Proposed Layout Plan and the Allottee/s has/have agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard. It is further agreed between the Parties that any unutilized/balance FSI of the Real Estate Project shall be transferred/utilized in another phase/cluster/wings/buildings of the proposed Real Estate Project of the Larger Land.

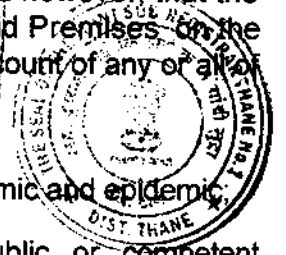
**9. Possession Date, Delays and Termination:**

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i. The Promoter shall give possession of the said Premises to the Allottee/s on or before the possession date specified for the "Real Estate Project" as more particularly specified in the Annexure "9" ("Whole Project and Real Estate Project Details") ("Possession Date"), provided that all the amounts payable under this Agreement are fully paid by the Allottee/s and is not in breach of the terms and conditions of this Agreement. ~~And further provided however, that the Promoter shall be entitled to extension of time for giving delivery of the said Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:-~~

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- war, civil commotion or act of God or any force majeure events including pandemic and epidemic;
- 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, MCGM, statutory 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 circumstances that may be deemed reasonable by the Authority;
- 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 Building/Real Estate Project and for handing over the said Premises to the Allottee/s on the Possession Date [save and except for the reasons as stated in the Clause No.9(i) mentioned above], then the Allottee/s shall be entitled to either of the following:-

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

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

iv. **ALLOTTEE/S EVENTS OF DEFAULT:**

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

- Failure or incapacity on the part of Allottee/s to make payments within the time as stipulated in this

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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/Whole Project or sales of Premises, 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 allottee/s 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 and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate and till actual realization of all the outstanding amounts.
- vi. Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at 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/maintenance charge) and/or (b) the Allottee/s committing three defaults of payment of installment/s of the Sale Consideration, and/or (c) on occurrence of any event of default as mentioned in Sub-clause (iv) above, the Promoter shall be entitled to at its own 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 amount, stamp duty, registration charges on this Agreement (if borne by the Promoter on behalf of the Allottee/s) 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 the other charges as mentioned above refund the balance amount of the Sale Consideration paid by the Allottee/s, to the Allottee/s. Upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or car parks in the manner it deems fit and proper without any further reference or recourse to the Allottee/s. In the event of termination of the Agreement as mentioned above, the Allottee agrees and undertakes to forthwith execute and register a Deed of Cancellation to cancel this Agreement along with any other necessary documents in this behalf. In case of termination of this Agreement for whatsoever reason if Allottee/s does not come forward to execute and register the Deed of Cancellation in respect of the said Premises, then in such circumstances the Promoter shall be entitled to resort the remedy available to it under the applicable law/rules/regulations to cancel such registered Agreement for Sale in respect of the said Premises and in such event, the Allottee irrevocably agrees, that the Promoter shall also be entitled to file declaration with respect to termination and cancellation of this Agreement before the Sub-Registrar of Assurances.

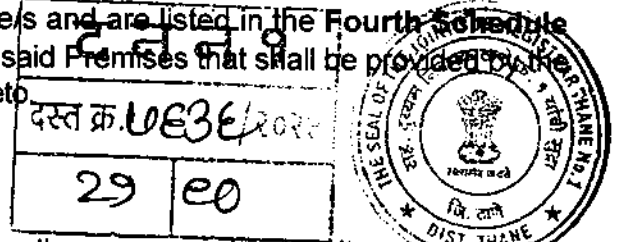
vii. The Allottee/s agrees that in the event of termination of this Agreement by the Promoter as provided

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in this Agreement, and in the event of the said Premises being in the possession of the Allottee/s then the Promoter shall forthwith be entitled to and have the right to re-enter upon the said Premises and the Car Parking Slot/s and resume possession of the same and the Allottee/s will quit, vacate and deliver quiet and peaceful possession of the said Premises to the Promoter. If the Allottee/s fails to quit, vacate and deliver the said premises to the Promoter then the Allottee/s shall thereupon be liable to immediate 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.

10. The common areas, facilities and amenities in the said Building that may be usable by the Allottee/s and are listed in the **Fifth Schedule** hereunder written. The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee/s and are listed in the **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"** annexed hereto.

11. **Procedure for taking possession:**



- i. Upon obtainment of the Occupancy Certificate from the concerned authority or any other appropriate approving authority and upon payment by the Allottee/s of the requisite 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 behalf shall offer the possession to the Allottee/s in writing after receiving the Occupancy Certificate of the said Building/Real Estate Project, provided the Allottee/s has/have made payment of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement.
- ii. The Allottee/s shall take possession of the said Premises within 15 (fifteen) days of the Possession Notice.
- iii. Upon receiving the Possession Notice from the Promoter as per Clause No.11(i) above, the Allottee/s shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the said Premises within the time provided in Clause No.11(ii) above, such allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the said Premises, after expiry of 15 (fifteen) days of Possession Notice.
- iv. 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 Real Estate Project and Larger Land including *inter-alia*, property tax, local taxes, betterment charges, GST, TDS, other indirect taxes of every nature, or such other levies by the concerned authority or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of common areas and amenities of the Real Estate Project and/or the Larger Land. Thus, the Promoter shall be entitled to charge and recover from the Allottee/s and the Allottee/s shall be liable to pay proportionately towards outgoings and other charges being inclusive of but not limited to the following:
  - a. Maintenance, repairs to the building, the compound, the compound walls, water pumps and electrical fittings, drainage and plumbing installations and fittings, etc.;
  - b. Charges towards maintenance of the garden (if any) and common layout;
  - c. Cost of keeping the said Land/Larger Land clean and lighted;
  - d. Decorating and/or painting the exterior of the building, passages and staircases after date of possession;
  - e. Property Taxes, cesses, levies, any other applicable taxes and premia in respect of the insurance of the building, land revenue, assessments, any other applicable taxes etc.;
  - f. Salaries and wages of persons employed for watching and/or cleaning the said Land, operating water-pumps, maintaining records, etc.;

g. Water & Sewerage charges and taxes etc;

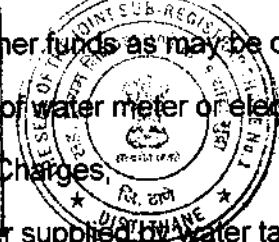
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h. Sinking & other funds as may be determined by the Promoter;

i. Rent & cost of water meter or electric meters;

j. Betterment Charges;

k. Cost of water supplied by water tankers;



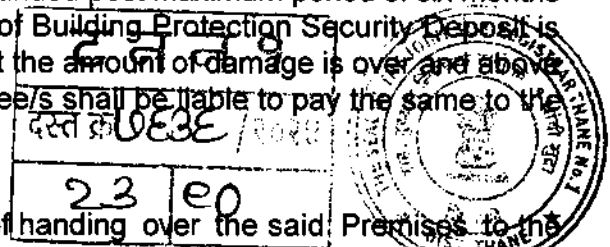
- z. Maintenance of common areas and amenities, garden, swimming pool, fitness centre, sports facilities etc. (if provided). All other proportionate outgoings due in respect of the said Land/Larger Land including those incurred for the exclusive benefit of the Allottee/s of his Premises;
- z. Service Charges to the Promoter along-with staff salary for providing services to maintain the building(s) and/or said Building facilities.
- v. Until the Society is formed and the Society Conveyance Deed is duly executed and registered, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee/s further agrees that till the Allottee's share is so determined by the Promoter at its sole discretion, the Allottee/s shall pay to the Promoter provisional quarterly contribution as more particularly specified in the **Annexure "11"** ("**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.
- vi. The Allottee/s will not be entitled to ask for adjustment of the deposit amounts/corpus fund amount mentioned in **Annexure "11"** against the monthly contribution of maintenance, municipal taxes and outgoings, except as may be mentioned in this Agreement. In the event the Allottee/s fails to pay such Maintenance Charges, the Promoter may at its discretion adjust the said amount from the on account towards deposit/corpus fund mentioned in **Annexure "11"** and the Allottee/s shall immediately after being called upon by the Promoter, replenish the deficit of such deposit/amount.
- vii. The Allottee/s shall not withhold the payment of Maintenance Charges for any reason whatsoever and shall pay to the Promoter till the establishment of the Society/Apex Body, without any demur and default. Without prejudice to other remedies available under this Agreement, non-payment of Maintenance Charges shall authorize the Promoter to prevent the use of lift by the persons residing in or visiting the said Premises, prevent the Allottee/s from using common area and facilities and shall also authorize Promoter to levy interest at the rate prescribed under RERA on defaulted and delayed payment. The Allottee/s is/are hereby granting irrevocable authority to Promoter for the same.
- viii. The Allottee/s hereby agree, confirm and undertake that irrespective of any disputes, which may arise between the Promoter and the Allottee/s, the Allottee/s shall punctually pay all amounts, contributions, outgoings, deposits as mentioned in this Agreement and shall not withhold the same for any reason whatsoever.
- ix. The Allottee/s has/have agreed that the amounts paid or becoming payable to the Promoter by the Allottee/s under this Agreement shall be refundable only in accordance with the terms of this Agreement and shall not in any event carry interest except as expressly provided under this Agreement.
- x. The Promoter may agree to permit, (subject to the Allottee/s having fulfilled all his/her/its obligations under this Agreement, and having paid full Sale Consideration amount, alongwith tax on sales of the said Premises and maintenance charges, outgoings and any other amount payable) entry to the Allottee/s to the said Premises for carrying out interior works if such entry is desired/requested by the Allottee/s prior to the Possession Date upon execution of a suitable Indemnity Bond as required by the Promoter. However, such permission shall not be construed as handover of possession of the said Premises for occupation purpose or in no way entitle the Allottee/s to have any right, interest or title of any nature whatsoever in respect of the said Premises. During this period, the Allottee/s undertakes to ensure that its interior work would supplement efforts of the Promoter to obtain necessary approvals for the occupation and use of the said Premises from the concerned authorities. The Allottee/s undertakes not to cause any damage to the said Building/Real Estate Project while carrying out the interior works of the said Premises and in the event any such damage is caused, the Allottee/s agrees to reimburse the Promoter the costs of rectification thereof. 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

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event any damage is caused to the said Premises or any adjacent, below or premises above 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 Security Deposit then the Allottee/s shall be liable to pay the same to the Promoter forthwith on demand.



12. (a) If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the said Premises or the said Building/Real Estate Project or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA and MAHA RERA Rules.

(b) Notwithstanding to what is mentioned in clause 12 (a) above, the Allottee/s agrees that the Promoter shall not be liable for any such defects if the same have been caused by reason of the Allottee/s or its agents/contractors making any internal/external changes, flat/premises finishing, fittings, interior works, renovations, additions/alterations of whatsoever nature in the said Premises, in the elevation, chisel or in any other manner causes damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the said Premises, and/or willful default and/or negligence of the Allottee/s or its agents/contractors and/or any other allottees or their agents/contractors in the Real Estate Project.

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

14. **Formation of the Society and Other Societies:**

- i. Upon 51% of the total number of units/premises in the Building being booked by the Allottee/s (or within such period as may be required by law), the Promoter shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee/s and other allottees of premises in the said Building/Real Estate Project, under the provisions of the 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 said Building, join and register a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and MAHA RERA Rules ("the Society").
- iii. For this purpose, the Allottee/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and 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. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- iv. The name of the Society shall be solely decided by the Promoter.
- v. The Society shall admit all allottees of various premises in the said Building as members, in accordance with its bye-laws.
- vi. The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the said Building, if any. Post formation of society and/or execution of the Society Lease/Conveyance Deed, the Promoter shall continue to be entitled to such unsold premises and unallotted car parking slot/s and to undertake the marketing etc. in respect of such unsold premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of 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

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Occupation Certificate whichever is later. The Promoter shall also not be liable to pay any compensation whatsoever (under whatsoever name) to the Society/Apex Body for the sale/allotment or transfer of the unsold areas in the said Building or elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises).

- vii. In accordance with the provisions of RERA, the Promoter shall submit an application/s in respect of the other Buildings to be developed on the Larger Land, to the competent authorities to form a co-operative housing society to comprise solely of the allottees of premises in those particular building(s)/real estate project(s), under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the MAHA RERA Rules ("Other Societies"). The Promoter shall similarly undertake the necessary steps for formation of the Other Societies in which the allottees of the premises comprised in the other buildings/real estate projects comprised in the Larger Land shall become members, in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder and the RERA and MAHA RERA Rules.
- viii. The costs, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society/Other Societies and their respective members/intended members including the Allottee/s, and the Promoter shall not be liable towards the same.

**15. Conveyance to the Society and Other Societies:**

- i. Within 3 months from the date of issuance of the Full Occupation Certificate with respect to the said Building/Real Estate Project or in accordance with the provisions of RERA from time to time, the said Building/Real Estate Project excluding the basement/s (if any), stillt/s, and podium/s (if any) of the said Building/Real Estate Project shall be leased/ conveyed to the Society vide a registered Indenture of Lease/ Conveyance, provided however that the basement/s (if any), podium (if any) and stilts shall be retained by the Promoter and shall not be leased/conveyed to the Society till the time the Apex Body Conveyance is not executed (or in such other manner as may be required by law) ("Society Conveyance"). The Society shall be required to join in execution and registration of the Society Lease/Conveyance. The costs, expenses, charges, levies and taxes on the Society Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project including any common areas, facilities and amenities and the Promoter shall not be responsible for the same and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- ii. The Promoter shall execute and register similar Indenture of Lease/ Conveyance to the Other Societies with respect to their respective buildings/real estate projects.
- iii. Post execution of the Society Lease/Conveyance, the Society shall be responsible for the operation and management and/or supervision of the said Building and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- iv. The said lease/conveyance of superstructure will not confer any right of whatsoever nature in respect of the land under the said Building or the said Larger Land, or the said Land, to the Allottee/s of the said Building.
- v. The lease/conveyance of the superstructure of the said Building shall be subject to right of Promoter to use common internal access roads, recreation open spaces, each of the common facilities and amenities envisaged under this Agreement.
- vi. Irrespective of the lease/conveyance executed in respect of the superstructure of the said Building, the Promoter shall have absolute authority and control as regards to the unsold Premises and the unallotted Car Parking Slot/s and shall have right to sell and dispose-off unsold Premises in the Real Estate Project/ said Building and the unallotted Car Parking Slot/s in the said Building and receive the entire consideration there from for itself and shall have a right to recover all its outstanding dues from the Allottee/s of the Real Estate Project/said Building. 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

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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 to the Society/Apex Body for the sale/allotment or transfer of the unsold areas in the said Building or elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises).

- vii. It is expressly agreed between the Promoter and the Allottee/s that the ground area of the said Building and the F.S.I. consumed in the said Building are dis-proportionate, in view of the said Building being part of the said Land and part of the said Larger Land. The FSI consumed in the said building is arising out of FSI available in the said Larger Land which comprises of FSI of the said Larger Land and also of TDR/ FSI, incentive FSI, floating FSI and FSI which may be available in lieu of development of Reservation(s) and Public amenities (including and not limited to affordable housing, rental housing, etc).
- viii. The Allottee/s do hereby irrevocably agree and confirm with the Promoter that the area of the said Building Land is not in proportion to the FSI consumed in the said Building. The Land area comprised in respect of the said Building may be lower compared to the area of the FSI consumed in the said Building. The Allottee/s do hereby further irrevocably agree and confirm with the Promoter that the said Land is not in proportion to the FSI consumed in respect of the structures/building(s)/wing(s) constructed on the said Larger Land. The area comprised in the said Larger Land may be lower to the area of the FSI consumed in all the building(s)/wing(s) constructed on the said Larger Land. However, the Promoter confirms that the said Larger Land is having and entitled to the FSI consumed in all the structures/ building(s)/wing(s) proposed to be constructed on the said Larger Land. The area comprised in the said Larger Land is commensurate to the area of the FSI consumed in all the building(s)/wing(s) constructed on the said Larger Land.

#### 16. Formation of the Apex Body:

- i. Within a period of 3 months of obtainment of the Occupation Certificate of the last Building/Real Estate Project in the layout of the Larger Land and the Whole Project, the Promoter shall submit application/s to the competent authorities to form a federation of societies comprising the Society and Other Societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the MAHA RERA Rules ("Apex Body").
- ii. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable toward the same.
- iii. It is further agreed between the Parties that all undertakings, declarations, Indemnity bonds, deeds and writing/s given/executed and/or may be executed by the Promoter in favour of the concerned bodies/authorities in respect of the said Larger Land and its development shall be binding upon the Allottee/s and society including the Apex Body as may be formed of the Allottee/s of Premises.

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

- i. Within a period of 3 (three) months of obtainment of the Occupation Certificate of the last Building/Real Estate Project in the layout of the Larger Land/Whole Project or in accordance with the provisions of RERA from time to time, the Promoter and the Apex Body shall execute and register an Indenture of Lease/Conveyance whereby the Promoter shall lease/convey all its right, title and interest in the land comprised in the Larger Land [except (a) Public Amenity area to be handed over to the Concerned Authority, and (b) the land on which Municipal Housing Reservation and or any other reservations if any, land leased for receiving station, any affordable housing component to be handed over is developed] and in all areas, spaces, common areas, facilities and amenities in the Larger Land that are not already leased/conveyed to the Society/Other Societies, in favour of the Apex Body ("Apex Body Conveyance").
- ii. The Apex Body shall be required to join in execution and registration of the Apex Body Conveyance. The costs, expenses, charges, levies and taxes on the Apex Body Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Apex Body alone. Post the Apex Body Conveyance, the Apex Body shall be responsible for the operation and management and/or supervision of the Larger Land including any common areas

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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 slots is/are un-allotted on formation of the Apex Body and execution of conveyance/lease deed of the said Larger Land in favour of the Apex Body as stated in this Agreement, the Promoter shall be entitled to such unsold areas and to undertake marketing etc. in respect of such unsold areas. The Promoter shall not be liable or required to bear and/or pay any amount by way of 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. The Promoter shall also not be liable to pay any compensation whatsoever to the Society/Apex Body for the sale/allotment or transfer of the unsold areas in the said Building or elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises).
- iv. The Promoter and their surveyors and agents and assigns with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the said Building. The Allottee/s agrees that he/she/it/they shall not undertake any civil works/fit out works in such areas within the said Premises, and/or permanently cover/conceal such areas within the said Premises, nor shall they in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes in any manner howsoever.
18. The Promoter shall have the right to designate any space on the said Larger Land to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the Allottee/s of the Premises in the buildings that may be developed on the said Larger Land, free or on payment of charges to such utility providers. The Promoter shall also be entitled to designate any space in the said Larger Land to such utility provider either on leave and licence or sub-lease or leasehold basis for the purpose of installing power substations/equipments with a view to service the requirement in the said Land/Larger Land and the buildings constructed thereon.
19. Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to nominate any person ("**Project Management Agency**") to manage the operation and maintenance of the building(s), and the infrastructure on the said Larger Land, common amenities and facilities on the said Larger Land for a period till formation and handover of the larger land in favour of the Apex Body. The Promoter shall have the authority and discretion to negotiate with such 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 of the Premises in the buildings that may be developed on the said Larger Land as the case may be 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 or towards the maintenance charges determined by such agency. In such event, the Allottee's agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter 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 Larger Land and buildings constructed thereon from time to time. It is agreed and understood by the Allottee/s that the cost of maintenance of the Real Estate Project/Building and the part of the said Land/said 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 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.
20. The Promoter shall be entitled to construct site offices/sales lounge on the said Land/said Larger Land and shall have the right to access the same at any time without any restriction whatsoever till the said Larger Land or any portion thereof is leased/conveyed/ assigned to the Apex Body.
21. 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,- money for share money, application entrance fee of the Society and Apex Body, for formation and registration of the Society and Apex Body, for legal cost, charges

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and expenses, for proportionate share of taxes and other charges/levies in respect of the Society and Apex Body, for deposit towards provisional monthly contribution towards outgoings of Society and Apex Body as mentioned in Annexure "11" ("Premises and Transaction Details") annexed hereto. The Promoter has informed the Allottee/s and the Allottee/s is/are aware that the charges/deposits towards water, electricity, external drainage or any other service connection 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.

22. The details of Other Charges are as mentioned below:-

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i. **Adhoc Maintenance Deposit (24 months):**

The Adhoc Maintenance Deposit (24-months) shall be transferred to the Society simultaneously with the execution of Society Conveyance in favour of the Society after adjusting the outstanding dues if any of the Allottee/s. The Adhoc Maintenance Deposit is exclusive of any taxes and the Allottee/s shall be required to make the payment of the taxes separately.

ii. **Adhoc Layout Maintenance Deposit (24 months):**

Adhoc Layout Maintenance Deposit (24-months) shall be transferred to the Apex Body simultaneously/with the assignment of the said Larger Land in favour of the Apex Body after adjusting the outstanding dues if any of the Allottee/s. The Adhoc Layout Maintenance Deposit (24-months) is exclusive of any taxes and the Allottee/s shall be required to make the payment of the taxes separately.

iii. **Corpus Fund for Society:**

Corpus Fund for Society shall be transferred to the Society simultaneously with the execution of Society Conveyance in favour of the Society, after adjusting the outstanding dues if any of the Allottee/s. The Allottee/s shall be required to make the payment of the taxes on Corpus Fund for Society, if any, separately.

iv. **Electric and Water Connection Charges:**

This amount is used for electric and water connection infrastructure like meters, substations, receiving stations, etc. which is included in the Sale Consideration amount. 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 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. The above mentioned 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 of Other Charges deposited by the Allottee/s with the Promoter. The deposits mentioned above shall not carry any interest. Other Charges are exclusive of any taxes including but not limited to CGST and SGST or any other tax/levy and the Allottee/s shall be liable to bear the same separately.

vi. It is clarified that the Allottee/s shall be required to pay the Maintenance Charges per month as specified in this Agreement irrespective of the above mentioned deposits.

vii. The Allottee/s hereby agrees to make payment of maintenance charges and outgoings on the date of taking possession of the said Premises, on account of the said Premises and layout maintenance charges as provided in the table in Annexure "11" hereto. The Allottee/s do hereby further agree that maintenance charges of the said Premises and layout maintenance charges shall start after a period of 15 (fifteen) days from the date of intimation about the said Premises is ready

*[Signature]*

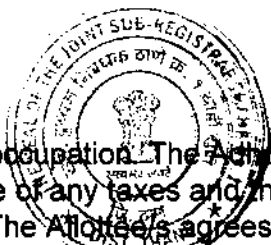
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for use and occupation. The Adhoc Maintenance Deposit and Adhoc Layout Maintenance Deposit are exclusive of any taxes and the Allottee/s shall be required to make the payment of the taxes separately. The Allottee/s agrees and undertakes to pay the CGST and SGST, TDS or any other taxes as may be applicable from time to time on the Maintenance Charges/Layout Maintenance Charges/Deposits/Other Charges separately without any objection or demur. The Allottee/s shall pay the Maintenance charges by 5<sup>th</sup> day of every quarter i.e. April-July-October-January in advance. The Allottee/s hereby further agrees he shall take the possession of the said Premises within 15 (fifteen) days from the date of intimation about the said Premises is ready for use and occupation.

viii. The Allottee/s hereby agree that he/she/they are aware and that the maintenance charges are provisional in nature and shall be subject to change and that the Allottee/s shall be bound to pay the maintenance charges of the said Premises regularly as stated above along with 10% increase or actual increase, whichever may be higher in every financial year or if it is increased for the reasons beyond the control during the same financial year. The Allottee/s agrees and undertakes to make the payment of the same without any objection or demur.

23. The Allottee/s shall pay to the Promoter a sum as more particularly specified in the table of the Other Charges as specified in Annexure "11", for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with this Agreement, the transaction contemplated hereby, the formation of the Society/Apex Body, for preparing the rules, regulations and bye-laws of the Society/Apex Body, and the cost of preparing and engrossing the Society Conveyance, Apex Body Conveyance and other deeds, documents and writings.

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

25. The Allottee/s is/are aware that in the future, due to some unforeseen circumstances there may be unequal distribution/allocation of certain common services such as water etc. to specific premises or buildings within the larger layout. Under such circumstances, the Allottee/s provides irrevocable consent to permit the Promoter, its assigns, associates, employees, agents or any other third party appointed by it to manage the said common services in order to allow equal distribution of the common service across premises or building/s in the larger layout. In case the Allottee/s or the Society/Apex Body prevents the Promoter or its employees, agents....etc. from doing so, the Promoter, its employees, associates, agents or any other third party appointed by the Promoter reserves the right to initiate civil or criminal proceedings against the Allottee/s or society as the case may be.

26. **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 Report, 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 Land for the implementation of the Whole Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;

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- iii. There are no encumbrances upon the portion of the said Larger Land, except those as mentioned in the Annexure "8";
- iv. There are no other litigations pending before any Court of law with respect to the Real Estate Project except as mentioned in the Addendum to Title Report and disclosed by the Promoter on the website of the RERA Authority;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project, shall be obtained by following due process of law;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created hereunder, may prejudicially be 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 Land and the said Premises, which will, in any manner, affect the rights of 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 in this Agreement;
- ix. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent Authorities till the Society Conveyance and thereupon shall be proportionately borne by the Society;
- x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Land) has been received or served upon the Promoter in respect of the Land and/or the Project except those disclosed to the Allottee/s.

27. The Allottee/s, with intention to bring all persons into whatsoever hands the said Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter as follows:-

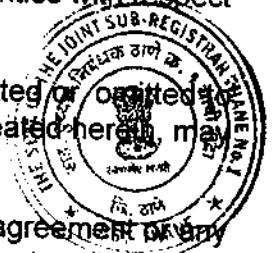
- i. To maintain the said Premises, at the Allottee's own cost, in good and tenantable repair and condition from the date on which possession of the said Premises is taken and shall not do or suffer to be done anything in or to the said Building/Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Building/Real Estate Project in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and the Promoter.
- ii. Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building/Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the said Building in which the said Premises is situated, including entrances of the said Building/Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the said Building/Real Estate Project in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the said Premises committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and the Allottee/s does hereby indemnify and keep indemnified the Promoter in this regard.







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Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Building/Real Estate Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Building/Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Larger Land and/or the said Building/Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. It shall be the responsibility of the Society and the Apex Body 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 dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Larger Land and/or the Real Estate Project in which the said Premises is situated.
- viii. Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said Building in which the said Premises is situated.
- 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 change the user of the said Premises without the prior written permission of the Promoter and Society.
- xi. The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee/s to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate, if any. In the event the Allottee/s is/are desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee/s shall be entitled to effectuate such transfer only with the prior written permission of the Promoter which may be granted by the Promoter in its sole discretion
- xii. The Allottee/s shall observe and perform all the rules and regulations which the Society and Apex Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building/Real Estate Project and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Apex Body regarding the occupancy and use of the said Premises in the said Building/Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xiii. 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.
- xiv. Till the Apex Body Conveyance Deed is executed in favour of the Apex Body thereafter, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Larger Land, the buildings/towers/wings/units thereon, or any part thereof, to view and examine the state and condition thereof.

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- xv. The allottees/group of allottees/society/societies or the apex body is aware that there might be unsold premises and/or unallotted car parkings in the Real Estate Project/s or the whole project, even after the execution of society formation/execution of conveyance of the Real Estate Project/other Real Estate Projects/the Whole Project in the favor of Society/Societies/the Apex Body (whichever applicable). The Promoter shall deal with the unsold premises/unallotted car parking as it deems fit and the allottees/group of allottees/society/ societies or the Apex Body does not have any objection to the same.
- xvi. 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.
- xvii. 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 of the terms and conditions governing the said loan and the Allottee/s undertakes to reimburse the same to the Promoter without any delay or demur or default.
- xviii. 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/sale consideration of the said Premises directly to the Promoter as per the schedule of payment of the purchase price/sale consideration provided in this Agreement.
- xix. The Promoter shall not be liable or responsible for any of the acts of omission or commission of the Allottee/s which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Allottee/s to inform the Society/Apex Body of the Premises Allottee/s i.e. the Society/Apex Body etc. that may be formed about the lien/charge of such Banks/Financial Institutions and the Promoter shall not be liable or responsible for the same in any manner whatsoever.
- xx. 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
- xxi. The Allottee/s shall not fix grills or projections on the exterior of the said Premises and the Allottee/s shall not decorate or alter the exterior of the said Premises either by painting and/or otherwise. The Allottee/s shall not shift or alter the location of the windows or ventilators in the said Premises.
- xxii. Not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the said Premises/Building in any manner whatsoever
- xxiii. The Allottee/s agrees and acknowledges that the sample Apartment constructed by the Promoter and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing as sample Apartment if furnished by Allottee/s and the Promoter is not liable or required to provide any furniture, items, electronic goods and amenities etc. as displayed in the sample Apartment, other than as expressly agreed by the Promoter under this Agreement.

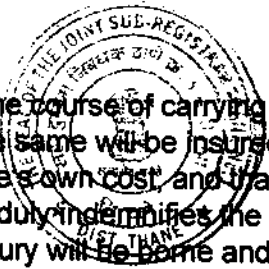
ट न न ९	xxiv. To keep the sewers, drains and pipes in the said Premises and appurtenance thereto in good tenable repairs and condition and in particular, support shelter and protect the other parts of the said Building/Real Estate Project in which the said Premises are situate and the Allottee/s shall not cause 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/or of the Apex Body which consent shall not be unreasonably withheld.
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- xxv. In case of the Allottee/s who is a non-resident/ foreign national of Indian Origin, in respect of all remittances, acquisitions/transfer of the said Premises, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The 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 by the Reserve Bank of India, the Allottee/s alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto and other applicable laws. The Promoter accepts 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.
- xxvi. The Allottee/s shall fully comply with and observe all the terms and conditions that are set out in this Agreement.
- xxvii. 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.
- xxviii. The Promoter shall bear and pay all outgoings and statutory dues including municipal taxes, work contract tax, taxes for land under construction and all the taxes relating to the said Larger Land, non-agricultural assessment and other assessments and/or dues and/or charges of any sort or in respect of and/or concerning the said Larger Land and the Real Estate Project and the development of the said Larger Land and the Real Estate Project. It is clarified that all taxes, dues, cess, outgoings with respect to the said Premises for a period prior upto possession shall be borne and paid by the Promoter and on and after the date of possession shall be borne and payable by the Allottee/s.
- xxix. 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.
- xxx. 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.

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- xxxi. The Allottee/s agrees and acknowledges that the Promoter has informed the Allottee/s that for the completion of the Whole Project or development of the Larger Land, the Promoter is required to and the Promoter shall be entitled at all times, to carry out construction and/or any other allied work including completion work of the structures on the said Land and/or Larger Land, the Allottee/s not only as a Allottee/s of the said Premises, but also as a member or Managing Committee member of Society/Apex Body shall not at anytime, raise any objection, obstruction on any ground whatsoever, notwithstanding that there shall or may be any perceived or actual nuisance, annoyance and inconvenience that could arise during the construction and/or any other allied work including completion work of the structures on the said Land and/or Larger Land. The Allottee/s and/or the Society/Apex Body shall not interfere with the rights, powers and authorities of the Promoter in respect of implementing the scheme of development of the said Land and/or Larger Land in any manner whatsoever. The Allottee/s hereby undertakes to co-operate with and render all assistance to the Promoter in respect of the development of the said Land and/or Larger land.
- xxxi. Notwithstanding anything herein contained the Promoter shall not be liable for any defect or damage caused to the said Premises or the Real Estate Project/said Building or to rectify any such defect caused as a result of negligence, improper maintenance, improper operation, any change, repair or alteration carried out by the Allottee/s. The liability of the Promoter under this Agreement shall forthwith cease in the event that the Allottee/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.
- xxxiii. 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.
- xxxiv. The Allottee/s shall fully co-operate with the Promoter in the matter of implementation of the scheme for development of Whole Project and the infrastructure and common amenities and facilities on the Larger Land without creating any obstruction or interference.
- xxxv. The Allottee/s shall be permitted/ allowed to commence interior works in the said Premises only upon obtaining the Occupation Certificate/ Part Occupation Certificate and after making all payments as per this Agreement and after complying with the terms and conditions of this Agreement. Prior to carrying out the interior works in the said Premises, the Allottee/s shall give to the Promoter, in writing, the details of the nature of interior works to be carried out and the Promoter will be entitled to make changes thereto in a reasonable manner and all interior works shall comply with the terms and conditions of this Agreement and any other undertaking to be given by the Allottee/s in this regard to the Promoter.
- xxxvi. The Promoter shall be entitled to inspect all interior works carried out by the Allottee/s. In the event the Promoter finds that the nature of interior work being executed by the Allottee/s is/are harmful to the said Premises or to the structure, façade and/or elevation of the said Building then, the Promoter can require the Allottee/s to stop such interior work and the Allottee/s shall stop such interior work at once, without raising any dispute
- xxxvii. The Allottee/s will ensure that the debris from the interior works are be dumped in an area earmarked for the same and will be cleared by the Allottee/s, on a daily basis, at no cost to the Promoter and no nuisance or annoyance to the other allottees. All costs and consequences in this regard will be to the account of the Allottee/s
- xxxviii. The Allottee/s will further ensure that the contractors and workers (whether engaged by the Allottee/s) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same
- xxxix. The Allottee/s shall ensure that the contractors and workers, do not use or spoil the toilets in the said Premises or in the said Building or any part of the said Land and use only the toilets earmarked by the Promoter for this purpose
- xl. All materials brought into the said Premises for carrying out interior works will be at the sole cost, safety, security and consequence of the Allottee/s and that the Promoter will not be held responsible for any loss/theft/damage to the same and the Allottee/s duly indemnifies the Promoter in this regard.

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

- xlii. During the execution of interior works, if any of the Allottee's contractor/workmen/agents/representatives misbehaves or is found to be in a drunken state, then the said contractor/workmen/agents/representatives will be removed forthwith and will not be allowed to re-enter the said Premises or the said Building or any part of the said Land. Further, the Allottee/s shall be responsible for acts of such persons and the Allottee/s duly indemnifies the Promoter in this regard.
- xliii. The Allottee/s shall extend full cooperation to the Promoter, its agents, contractors to ensure good governance in the execution of such interior works.
- xliv. The Allottee/s shall ensure that common passages/walkways and any other common areas are not obstructed or damaged during the course of carrying out any works or thereafter.
28. The Promoter is proposing to construct Swimming Pool, Fitness Centre and a place for worship in the layout which will be common for the Whole Project. The same shall be developed in a phase wise manner and may be completed at the time of completion of the Whole Project. It is agreed and acknowledged by the Allottee/s that the Swimming Pool and Fitness Centre to be constructed on the portion of the said Larger Land shall be for the use of all the allottees of the premises as may be comprised in all the buildings forming part of the said Larger Land. It is further agreed and acknowledged by the Allottee/s that the swimming pool and Fitness Centre to be constructed on the said Larger Land shall be open for use for all the allottees of the premises as may be comprised in all the buildings forming part of the said Larger Land on a payment of membership/ usage fees. The Allottee/s undertakes to comply with all the terms/ conditions/ stipulations framed by the Promoter with respect to the use of the Swimming Pool and Fitness Centre. The Allottee/s further agrees and acknowledges that the yearly membership with respect to the use of the Swimming Pool and Fitness Centre is not transferable and the Promoter reserves its rights to increase the yearly membership fees for the same at its discretion. Management and maintenance of the Fitness Centre may be given to third party and the Allottee/s shall not object to the same.
29. The Promoter shall maintain a separate account in respect of sums received from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
30. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Real Estate Project or the Larger Land and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee/s shall have no claim, save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the Society Conveyance and the Apex Body Conveyance, as the case may be.
31. **Mortgage or Charge on the Allottee's Premises or the said Land or the said Larger Land:**
- The Promoter shall be at liberty to raise funds and avail loans and finance for developing the said Land and the Larger Land and for the said purpose shall be at liberty to create mortgage, charge, encumbrance in respect of its right, title and interest in the said Land and/or the said Larger Land or any part thereof and its development potential therein and the Allottee/s shall not raise any objection(s) whatsoever in this regard. However the Promoter shall ensure that such a charge/mortgage created shall not in any way jeopardize the rights of the Allottee/s in respect of the said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises.

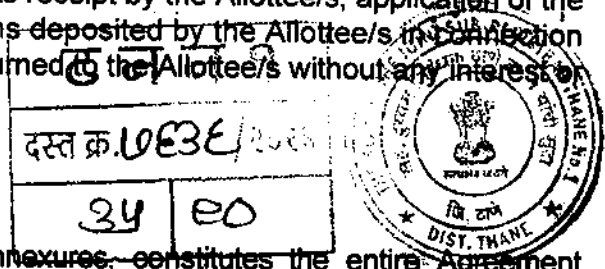
32. **Binding Effect:**

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

*Awant*

*Daha*

Agreement with all the Schedules and Annexes along with the payments due as stipulated in the Payment Schedule specified in Annexure "11" ("Premises and Transaction Details") annexed hereto, within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.



**33. Entire Agreement:**

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

**34. Right to Amend:**

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

**35. Provisions of this Agreement applicable to the Allottee/subsequent allottees:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent 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.

**36. Severability:**

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

**37. Waiver:**

Any delay or indulgence by the Promoter in enforcing any of the terms of this Agreement or forbearance or giving of time to Allottee/s shall not be a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by Allottee/s nor shall such forbearance or giving of time shall in any manner prejudice the rights of the Promoter.

**38. Method of calculation of proportionate share:**

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

*[Handwritten signatures]*

**39. Further Assurances:**

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

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**40. Place of Execution:**

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

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

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

**Allottee/s** : **Mr. Aditya Ajit Sawant**  
 : **Ms. Neha Rajendra Patankar**  
**Address** : E504, Sai Pooja Apartment, Near Vikhroli Bus Depot, Vikhroli (East),  
 Mumbai-400083 , Maharashtra  
**Notified Email ID** : adityasawant7675@gmail.com

**Promoter** : **Marathon Ener-Gen LLP**  
**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.

**43. Joint Allottees:**

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

**44. Stamp Duty and Registration Charges:**

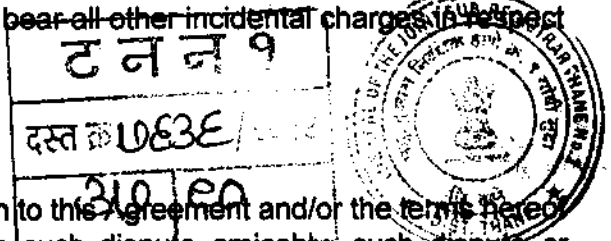
Any one of the clauses stated below will be applicable to the Allottee/s as per fact of the case.

The stamp duty and the registration charges and other incidental charges to this Agreement shall be borne and paid by the Allottee/s. In the event, any liability towards the Stamp Duty arises in future, the Allottee/s shall be liable to bear the same. The Allottee/s shall at his/her/their cost and expenses, lodge this Agreement before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice on this regard the Promoter shall attend such office and admit the execution thereof.

*[Handwritten mark]*

*[Handwritten signature: Sawant]* OR *[Handwritten signature: Neha]*

The stamp duty upto an amount of Rs. 2,35,000/- (Rupees Two Lakh Thirty Five Thousand /- Only) and the Registration Charges of Rs. 30,000/- (Rupees Thirty Thousand /- Only) shall be borne and paid by the Promoter and the Allottee/s shall be liable for payment of any amount over and above the above mentioned amount in the event any liability towards the Stamp Duty arises in future. The Allottee/s shall lodge this Agreement before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice in this regard the Promoter shall attend such office and admit the execution thereof and bear all other incidental charges in respect thereof, if any.



#### 45. Dispute Resolution:

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

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

Promoter : AAUFM8302P  
Allottee/s : JSGPS6393F, DUVPP6454D

#### 47. Governing Law:

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

### THE FIRST SCHEDULE ABOVE REFERRED TO

*(description of the said Larger Land)*

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

Sr. No.	Survey No.	Hissa No.	Area (Sq.mtrs.)
A	140	1	2770
B	140	2	70
C	141	2/A	4040
D	141	2/B	280
E	142	1	1100
F	142	3	14200
G	220	1/A	21790
H	220	1/D	40
I	220	2/A	1450
J	220	5	3200
K	232	-	450
<b>Total</b>			<b>49390</b>

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

On or towards the West by : Adjacent boundary of Village- Padle  
Adjacent Survey No.223

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

Adjacent boundary of Village- Padle

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Adjacent Survey No.220/6,

Survey No.144, Survey No.218,

Survey No.242

**THE SECOND SCHEDULE ABOVE REFERRED TO**

*(description of the said Land)*

All that Land admeasuring 710 sq.mts. (approximately), situate at Village - Desai, Taluka - Thane, District - Thane within the limits of Thane Municipal Corporation being the portion of the said Larger Land as mentioned in First Schedule hereinabove.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

*(description of the said Premises)*

All the right, title and interest in the Flat/Premises No. 610 admeasuring 29.64 square meters RERA carpet area (equivalent to 319.00 sq.ft) on the 6 floor, Wing 'X3-B' in the said Building/Real Estate Project known as "Marathon Nextown Jasper" of the Whole Project known as "Marathon Nextown" being constructed on the said Land described in the Second Schedule hereinabove with exclusive right to use the Nil number of Car Parking Slot/s.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

*(description of Amenities of Whole Project)*

**COMMON AMENITIES**

1. Paved Access.
2. Grand Entrance Lobby with Elevators.
- \*3. Membership to Fitness Centre and Swimming Pool.
4. Well designed compound walls and Security gates.

\* Item 3 is charged as provided in the Agreement.

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

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

*(description of Common Amenities of the said Building)*

1. Staircase/s
2. Lifts
3. Fire Fighting Facility as per local norms

*[Handwritten mark]*

*[Handwritten signature]*

*[Handwritten signature]*



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

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 withinnamed "PROMOTER" )  
Marathon Ener-Gen LLP )  
By the hand of its Authorized Signatory )  
MR. DWARKANATH K. RAO )  
in the presence of..... )

For Marathon Ener-Gen LLP

*Dwarkanath K. Rao*

Authorized Signatory / Director



1. Avinash Tandel *Avinash*

2. Sandeep Chavan *Ahavan*

SIGNED AND DELIVERED )  
by the within named "Allottee/s" )  
Mr. Aditya Ajit Sawant )

*Aditya*

Ms. Neha Rajendra Patankar )

*Neha*

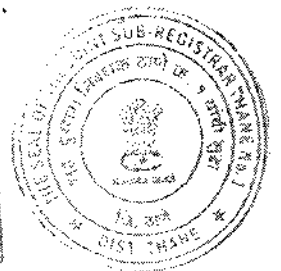
in the presence of.....

1. Avinash Tandel *Avinash*

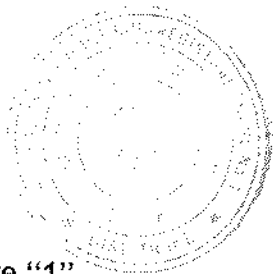
2. Sandeep Chavan *Ahavan*



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### List of Annexures

- Annexure "1"
  - Annexure "2"
  - Annexure "3"
  - Annexure "4"
  - Annexure "4A"
  - Annexure "5"
  - Annexure "6"
  - Annexures "7" (Colly.)
  - Annexure "8"
  - Annexure "9"
  - Annexure "10"
  - Annexure "11"
  - Annexure "12"
  - Annexure "13"
  - Annexure "14"
- Receipt
  - Sanctioned Layout Plan
  - The N.A. permission dated 7<sup>th</sup> May, 2012 issued by the Collector, Thane
  - Copy of Sanction of Development Permission/ Commencement Certificate
  - Copy of Letter of Intent issued by TMC
  - Details of revised/amended approvals/ permissions
  - The authenticated copies of the Survey Register for 7/12 Extract (Village Form VII-XII) with respect to the Larger Land
  - Title Report dated 30<sup>th</sup> December, 2014 and further Addendum/s to Title Report issued by Adv. Prasanna Tare
  - Details of Mortgage
  - Whole Project and Real Estate Project Details
  - Sanctioned Floor Plan
  - Premises and Transaction Details
  - RERA Certificate
  - Proposed Layout Plan
  - Particulars of the brand and pricing of Internal Amenities of the Premises

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*[Handwritten signature: Awant]*

*[Handwritten signature: Neha]*

**ANNEXURE "1"**  
**RECEIPT**

Rs. 3,35,644.00 (Rupees: Three Lakh Thirty Five Thousand Six Hundred Forty Four Only) being the part Sale consideration in respect of sale of the Premises hereinabove mentioned as follows :

Received towards service tax/GST	3,358.00
Received towards consideration of said flat	3,35,644.00
Total	<b>3,39,002.00</b>



Sr. No.	Cheque/RTGS No.	Cheque Date	Bank	Amount (Rs.)
1	407004882564	10-Mar-24	BANK OF INDIA	30,000.00
2	000011	07-Apr-24	IDFC FIRST BANK	3,09,002.00
Total				<b>3,39,002.00</b>

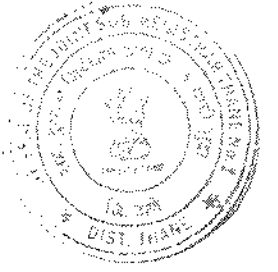
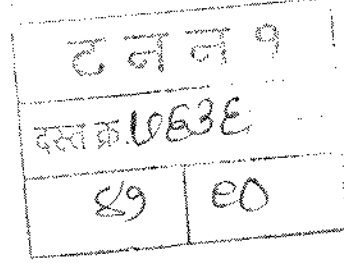
We say received

For M/S Marathon Ener-Gen LLP



Authorized Signatory

1. Avinash Tandel 
2. Sandeep Chavan 













## THANE MUNICIPAL CORPORATION, THANE

Regulation  
Registration No. 3 & 20  
SANCTION OF DEVELOPMENT

Amended PERMISSION/COMMENCEMENT CERTIFICATE

Registration No. 3 & 20	9
0230/2022	
0230/2022	
0230/2022	



Proposed building :- X3 (Wing A) - St + 22 floors, X2 (Wing B) - St + 14 floors,  
X4 (Wing A & B) - St + 1 floor, I(EWS/LIG) - Gr Stilt + 20 floors & F - St + 16 floors

V. P. No. V.P. No. S11/0014/10 TMC/TDD/4113/22 Date of /07/2022

To, Shri / Smt. Sandeep Prabhu (Architect)

(For M/s. SAAKAAR)

Shri Mr. Vishnu Govind Mhatre & Others (Owners) (Owners)

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

With reference to your application No. 12017 dated 28/2/2022/29/3/2022 for development permission / grant of Commencement certificate under section 45 & 69 of the the Maharashtra Regional and Town Planning Act, 1966 to carry out development work and or to erect building No. As above in village Desai Sector No. XI Situated at Road / Street Existing Road S. No. / 142/3, 220/18, 220/2, 220/5, 232

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

- 1) The land vacated in consequence of the enforcement of the set back line shall form Part of the public street.
- 2) No new building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission has been granted.
- 3) The development permission / Commencement Certificate shall remain valid for a period of one year Commencing from the date of its issue.
- 4) This permission does not entitle you to develop the land which does not vest in you.
- 5) Conditions mentioned in Amended Permission / C.C. No. TMC/TDD/3095/19 dated 6/6/2019 shall be binding.
- 6) This permission is being issued as per the provisions of sanctioned Development Plan and Development Control Regulations. Any other statutory permission, as required from State and Central Govt. Departments/ Undertakings shall be taken by the applicant. If any irregularity is found at later date, the permission shall stand cancelled.
- 7) Authority will not supply water for construction (Optional).
- 8) Information Board to be displayed at site till Occupation Certificate.

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

Yours faithfully,

Office No. \_\_\_\_\_

Office Stamp \_\_\_\_\_

Date \_\_\_\_\_

Issued \_\_\_\_\_

Municipal Corporation of  
the city of, Thane.

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- All the provision mentioned in UDCPR, as may be applicable, shall be binding on the owner/developer.
- 10) Provision for recycling of Gray water, where ever applicable shall be completed of the project before completion of the building and documents to that if at shall be submitted along with the application form of occupancy.
  - 11) Areas/ cities where storm water drainage system exists or designed, design and drawings from Service Consultant for storm water drainage should be submitted to the concerned department of the authority before Commencement of the work and completion certificate of the consultant in this regard shall be submitted along with the application for Occupancy Certificate (Optional).
  - 12) Lift Certificate from PWD Should be submitted before Occupation Certificated
  - 13) Permission for cutting of tree, if necessary, shall be obtained from the tree authority. Also the certificate/letter for plantation of trees on the land, if required under the provision of tree act, shall be submitted before occupation certificate.
  - 14) NOC from Water Department, Drainage Department and Garden Department should be submitted before Occupation Certificate.
  - 15) The proposed building should be structurally designed by considering seismic forces as per I.S.Code No. 1893 & 4326 and Certificate of structural stability should be submitted at the stage intimation of Plinth and Occupation Certificate.
  - 16) CCTV System shall be installed before applying for Occupation Certificate.
  - 17) Rain Water Harvesting system should be installed before applying for Occupation Certificate.
  - 18) Solar Water Heating system should be installed before applying for Occupation Certificate.
  - 19) भूखंडाच्या हद्दीवर कुंपणभिंतीचे बांधकाम ४ महिन्यात पूर्ण करणार असल्याबाबत विकासक यांचे हमीपत्र त्यांच्यावर बंधनकारक राहिल.
  - 20) सुविधा भूखंडावरील कुंपणभिंतीचे बांधकाम ४ महिन्यात पूर्ण करणार असल्याबाबत विकासक यांचे हमीपत्र त्यांच्यावर बंधनकारक राहिल.

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

सादधान

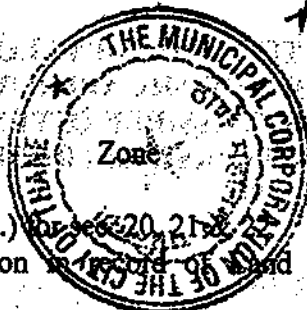
Yours faithfully,

Office No. "मंजूर नकाशानुसार बांधकाम न करणे तसेच विकास निर्दिष्ट नियमावलीनुसार आवश्यक त्या परवानग्या न घेता बांधकाम करणे, महाराष्ट्र शासक व नगर स्वता अधिनियम:चे फलम ५२ अनुसार दखलपत्रात मुद्रा शकते. त्यासाठी जास्तीत जास्त २ वर्षे फक्त रु. ५०००/- देड होऊ शकतो"

Date: \_\_\_\_\_

Issued by: \_\_\_\_\_

- To:
- 1) Dy. Municipal Commissioner
  - 2) E. E. (Encroachment)
  - 3) Competent Authority (U. L. C.) for sec 20, 21 & 22
  - 4) TILR for necessary correction in 1957 & 95 and is affected by Road Widening /Reservation.



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

10/6/2022



Thane Municipal Corporation  
APPENDIX D-1  
SANCTION OF BUILDING PERMISSION  
AND COMMENCEMENT CERTIFICATE



Revised Building Permit No - 216483  
Proposal Code : TMCB-22-ENTRY-49026

Permit No. : TMCB/RB/2022/APL/09212
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Reference:- Building Permission No. : TMC/TDD/4113/22
Approval date : 01/07/2022

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Building Name :	BUILDING X3 WING B(Mixed)	Floors :	GROUND STILT FLOOR PLAN,1ST FLOOR,2ND 3RD 4TH 5TH 6TH 7TH 8TH 10TH 11TH 12TH 14TH 15TH 16TH 17TH 19TH 20TH 21ST 22ND FLOOR,REFUGE 8TH 13TH 18TH FLOOR
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To.

i)Marathon Ener-gen Llp.

PROPOSED RESIDENTIAL COMPLEX ON PLOT BEARING S. NO. 140/1, 140/2, 140/3, 140/4, 141/2A, 141/2B, 142/1, 142/3, 220/1A, 220/1B, 220/1C, 220/1D, 220/1E, 220/2A, 220/2B, 220/5, 232 AT VILLAGE DESAI , TAL AND DIST .THANE

ii) Santoshkumar Dubey (Architect)

Sir/Madam,

With reference to your application No RTMCB202300485, dated 05-10-2023 for the grant of Revised Building Permission & Commencement Certificate under Section 18/44 of The Maharashtra Regional and Town Planning Act, 1966 read with Maharashtra Municipal Corporations Act, 1949 , to carry out development work / Building on Plot No -, City Survey No./Survey No./Revenue S.No./Khasra No./Gut No.

142/3,220/1A,220/1B,220/1C,220/1D,220/1E,220/2A,220/2B,220/5,232,140/1,140/3,140/2,140/4,141/2A,141/2B,142/1, Final Plot No. -, Sector No. 11, Mouje DESAI situated at Road / Street 30.00M.and 45.00M., Society Nextown Marathon . The Commencement Certificate / Building Permit is granted under Section 18/45 of the said Act, subject to the following conditions :

1. The land vacated in consequence of the enforcement of the set back line shall form part of the public street.
2. No new building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until Occupancy permission has been granted.
3. The Development permission/Commencement Certificate shall remain valid for a period of one year commencing from the date of its issue.
4. This permission does not entitle you to develop the land which does not vest in you.
5. This permission is being issued as per the provisions of sanctioned Development Plan and Development Control Regulations. Any other statutory permission, as required from State and Central Govt. Departments/ undertakings shall be taken by the applicant. If any irregularity is found at later date, the permission shall stand cancelled.
6. Information Board to be displayed at site till Occupation Certificate.
7. If in the development permission reserved land/amenity space/road winding land is to be handed over to the authority in the lieu of incentive FSI, if any, then necessary registered transfer deed shall be executed in the name of authority with in 6 month from the commencement certificate.
8. All the provision mentioned in UDCPR,as may be applicable, shall be binding on the owner/developer.
9. Provision for recycling of Gray water , where ever applicable shall be completed of the project before completion of the building and documents to that if at shall be submitted along with the application form of occupancy.
10. Lift Certificate from PWD should be submitted before Occupation Certificate, if applicable.





Thane Municipal Corporation  
APPENDIX D-1  
SANCTION OF BUILDING PERMISSION  
AND COMMENCEMENT CERTIFICATE

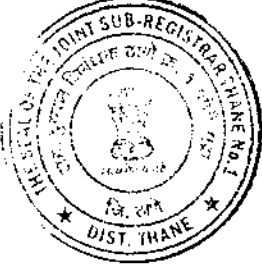


Revised Building Permit No - 216483  
Proposal Code : TMCB-22-ENTRY-49026

Permit No. : TMCB/RB/2024/APL/00212  
Date : 14/08/2024

11. Permission for cutting of tree, if necessary, shall be obtained from the tree authority. Also the certificate/letter for plantation of trees on the land, if required under the provision of tree act, shall be submitted before occupation certificate.
12. All guidelines mentioned in the environment and forest climate change department, Govt. of Maharashtra, letter no CAP-2023/CR-170,TC-2, shall be followed, if applicable
13. Authority will not supply water for construction.
14. Areas/cities where storm water drainage system exists or designed, design and drawings from Service consultant for storm water drainage should be submitted to the concerned department of the authority before Commencement of the work and completion certificate of the consultant in this regard shall be submitted along with the application for occupancy certificate.
15. The owner/developer shall submit the completion certificate from the service consultant for completion of the septic tank or proper connection to the sewerage system of the authority or sewage treatment plant (where ever necessary)

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Validity unknown

Digitally signed by SHEKHAR LAL KUMAR NADE  
Date: 2024.08.14 17:23:54 IST  
Reason: Approved Certificate  
Designation : Assistant Director Town Planning  
Location: Thane Municipal Corporation  
Project Code : TMCB-22-ENTRY-49026  
Application Number : RTMCE/2024/485  
Proposal Number : 216483  
Certificate Number : TMCB/RB/2024/APL/00212

Assistant Director Town Planning,  
Thane Municipal Corporation,



Scan QR code for verification of authenticity.



ठाणे महानगरपालिका, ठाणे

“महानगरपालिका सार्वजनिक वास्तुशास्त्र विभाग”, संकलनाधी, ठाणे - ४०० १०१, THE MUNICIPAL CORPORATION OF CITY OF THANE

दस्तावेज क्र. 2509/2023

सर्वेक्षण क्र. 2509/2023-14/वि.सि.स. ६६०३

दिनांक 31/03/2024

LETTER OF INTENT

- To, 1) M/s. MATRIX, (Architect), 702, Marathon Max, Mulund Goregaon Link Road, Mulund(W), Mumbai- 400080. 2) M/s. MARATHON ENER-GEN I.L.P (Developer) 702, Marathon Max, Mulund Goregaon Link Road, Mulund(W), Mumbai- 400080.

Sub :- Letter of Intent for MOEP clearance for Building No. X3-Wing-A, B & C, Bldg.-XT-Wing A & B, Bldg.-X4, X5, X6, D, E & J in the Project 'Marathon Nextown' on plot bearing S.No.140/1, 140/2, 140/3, 140/4, 141/2A, 141/2B, 142/1, 142/3, 220/1A, 220/1B, 220/1C, 220/1D, 220/1E, 220/2A, 220/2B, 220/3, 232 of village Deast, Taluka & District Thane, for M/s. Marathon Ener-Gen I.L.P. (Sector 11).

- Ref:- 1. Letter from Architect M/s. MATRIX on D. 25/09/2023 & Dt.08/02/2024 2. VP. No. 81140914/10

As per the Office Circular dated 8<sup>th</sup> May 2014, Architect Santosh Dubey (for M/s. MATRIX) for M/s. Marathon Ener-Gen I.L.P. has submitted the proposal for issuing Letter of Intent which is to be submitted for MOEP considering the full potential of the subjected property.

This letter of Intent along with Scrutiny report and with following approvability parameters should be issued for Environment Clearance or for realizing actual potential of the subjected property.

Plans are scrutinized and are found to be approvable under UDCPR.

Table with 4 columns: Bldg. No., Floor, Height. Rows include X3 Wing A, X3 Wing B, X3 Wing C, XT Wing A, XT Wing B.

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Annexure "LIA"

Table with 3 columns: Bldg. No., Description, Area. Rows X4, X5, X6, D, E, F (Inclusive Housing).

FBI Statement:

Table with 3 columns: Sr. No., Description, Sq.Mt. Rows 1-19 detailing area calculations and deductions.

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Table with 4 columns: S.No., Description, Area, Height. Rows 14-17 detailing area calculations and utilization.

Details of FSI and Non FSI statement are as under

Table with 5 columns: Building No., Description, FSI Area, Non FSI Area, Total Built up Area (FSI + Non FSI). Rows A-F, X3 Wing A-C, XT Wing A-B, X4, X5, X6.

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Table with 5 columns: Building No., Description, FSI Area, Non FSI Area, Total Built up Area (FSI + Non FSI). Rows D, E, F, I, Podium Area, Total.

Details of Required & Proposed R.G. area as under :-

Table with 2 columns: Description, Area. Rows for Total Required R.G., Total Proposed R.G., and various RG areas (A-J).

Parking Statement :-

Table with 3 columns: Parking, Required, Proposed. Rows for 4-Wheeler and 2-Wheeler.

TOTAL TENEMENTS STATEMENT

Table with 2 columns: Details, No. Rows for No. of Proposed Flats and No. of Proposed Shops.

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**ANNEXURE "5"****(Details of Revised/Amended Approvals/Permissions)****1. Details of Development Permission/Commencement Certificate/Letter of Intent:**

- i. By and under Sanction of Development Permission and Commencement Certificate dated 1<sup>st</sup> July, 2022 bearing reference no. V.P.No.S11/0014/10 TMC/TDD/4113/22 issued by Thane Municipal Corporation, Thane ("TMC") amended permission for the construction of the said Building, subject to the terms and conditions stated therein and revised/amended from time to time. A copy of Development Permission/ Commencement Certificate is annexed hereto as Annexure "4".
- ii. By and under Letter of Intent ("LOI") dated 13<sup>th</sup> March, 2024 bearing reference no. TMC/HQ-1/ TDD-29/6903 issued by TMC for MOEF clearance for the building in the project 'Marathon Nextown', subject to the terms and conditions stated therein. A copy of LOI is annexed hereto as Annexure "4A".



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*Arant*

*Abha*



















<p>राज्य सचिव को            प्रेषित सूचना            ( कृषिपट्टा अधिकार सचिवालय अधिनियम, 1956 के अंतर्गत (क) विभाग द्वारा जारी किया है )            अनुसूची - 1            दिनांक - 1956</p>													
सूचना क्रमांक 1/1956													
वर्ष	प्रकार	समाप्त होने वाले वर्षों के लिए										समाप्त होने वाले वर्षों के लिए	कुल
		समाप्त होने वाले वर्षों के लिए					समाप्त होने वाले वर्षों के लिए						
		1956-57	1957-58	1958-59	1959-60	1960-61	1961-62	1962-63	1963-64	1964-65	1965-66		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
2017-18	अन्य												
2018-19	अन्य												
2019-20	अन्य												

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

**4. Various Approvals :**

- 4.1. By and under Ms letter dated 01/11/2011 bearing reference no. V.P. NO. 511/0014/2010 TMC/TDD/0497/11 issued by the Thane Municipal Corporation ("TMC"), TMC granted permission for the construction, subject to the terms and conditions stated therein.
- 4.2. By and under a permission dated 07/05/2012, the Collector, Thane has granted non-agricultural permission ("NA Permission") for an area admeasuring 56330 square metres (hereinafter referred to as "the said Land") more particularly described in schedule hereunder in the manner and on the terms and conditions mentioned therein.
- 4.3. On 05/11/2012 bearing reference no. V.P. NO. 511/0014/2010 TMC/TDD/0706/12 issued by the Thane Municipal Corporation ("TMC") TMC amended permission for the construction of, Inter-alia, the First Phase Buildings to be constructed on the First Phase Land, subject to the terms and conditions stated therein.
- 4.4. By and under a commencement certificate dated 30/04/2013 bearing reference no. V.P. No. 511/0014/2010 TMC/TDD/0847/13 the First Phase Buildings to be constructed on the First Phase Land, subject to the terms and conditions stated therein.

**5. General:**

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

**6. Opinion and Observations:**

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

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

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

**SCHEDULE OF THE PROPERTY**

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

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

- On or towards the East by : 30.00 M. Wide D.P. Road, Adj. S. No.218.  
On or towards the West by : Adj. boundary of Village- Padle Adj. S. No.223.  
On or towards the South by : 30.00 M. Wide D.P. Road, Adj. boundary of Village- Padle  
On or towards the North by : Adj. S.No.220/5, S. No.144, S.No.218, S. No.242.

Dated this 30th day of December, 2014.

  
Prasanna S. Tare  
Advocate

Office Address: 702, Marathon Plaza, Midland-Gurugram Link Road, Midland (W) Mumbai - 400081.  
(Please do all correspondence to Office Address only)

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Office Address: 702, Marathon Plaza, Midland-Gurugram Link Road, Midland (W) Mumbai - 400081.  
(Please do all correspondence to Office Address only)

**ADDENDUM TO TITLE REPORT**

To,

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

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

Sr. No.	Survey No.	Hissa No.	Area (Sq. mtrs)
A	140	-	5360
B	142	1	1100
C	142	3	14200
D	220	1B	25900
E	220	2	1800
G	220	5	3200
H	232	-	450
I	141	2	4920
Sub Total (Said land)			56390
F	220	4C	1300
Total (larger land)			57690

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

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

Address: 601, 6<sup>th</sup> Floor, Shree Samarth Viscaria Co-Op. Hsg. Society, Shivdarsan Path, T.P.Road, Next to Shivdarsan SRA Building, Near Gadhav Naka, Bhandup (West), Mumbai-400 078

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

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

**C. MORTGAGES AND CHARGES**

- i) By and under the Indenture of Simple Mortgage dated 28<sup>th</sup> March, 2014 registered with Sub-Registrar of Assurances at Thane - 9 vide No. TNMS-9-2031/2014 ("the said Mortgage Deed"), the Developer have created charge on "the said Land" as more particularly set out in the said Mortgage Deed with Axis Bank Ltd. having its Registered Office at Tribhuv, 3rd Floor, Opposite Samartheeswar Temple, Law Garden Ellis Bridge, Ahmedabad - 380 006 and one of its branches at Corporate Banking Branch, Axis House, Ground Floor, Wadia International Centre, Worli, Mumbai - 400 025 (the Said Bank / Mortgagee) and created security thereon to secure repayment of monies due and payable by Developer to the said "Bank/Mortgagee" together with interest and any costs incurred in connection thereon on the terms and conditions as more particularly set out therein.
- ii) By and under the Deed of Release of charge over Mortgage Property dated 27<sup>th</sup> April, 2017 registered with the Sub Registrar of Assurances at Thane bearing Serial No. TNMS-2872/2017, the mortgaged property mortgaged vide the Indenture of Simple Mortgage dated 28<sup>th</sup> March, 2014 has been reconveyed by the said Bank in favour of Marathon Ener Gen LLP.

Address: 601, 6<sup>th</sup> Floor, Shree Samarth Viscaria Co-Op. Hsg. Society, Shivdarsan Path, T.P.Road, Next to Shivdarsan SRA Building, Near Gadhav Naka, Bhandup (West), Mumbai-400 078

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



**A. STEPS**

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

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

**B. DISCLAIMERS**

- i) I have at the instructions of my client merely updated the Title Report as specified herein and this Report does not address any other issue.
- ii) This Report necessarily depends on the documents furnished to me and the information provided to me during the course of my discussions and

Address: 601, 6<sup>th</sup> Floor, Shree Samarth Viscaria Co-Op. Hsg. Society, Shivdarsan Path, T.P.Road, Next to Shivdarsan SRA Building, Near Gadhav Naka, Bhandup (West), Mumbai-400 078

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

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

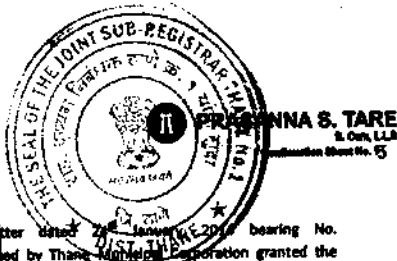
Charge over the receivables of the project "Marathon Nextown Ph. I" including balance receivables from already sold units, more particularly mentioned in Schedule - II and more particularly set out in the facility agreement.

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

Address: 601, 6<sup>th</sup> Floor, Shree Samarth Viscaria Co-Op. Hsg. Society, Shivdarsan Path, T.P.Road, Next to Shivdarsan SRA Building, Near Gadhav Naka, Bhandup (West), Mumbai-400 078



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D. APPROVALS  
E3/20



ii) By and under the letter dated 27<sup>th</sup> January 2017 bearing No. TMC/CF/M2892/152 issued by Thane Municipal Corporation granted the approval for the Fire Protection and Fire Fighting requirement for the proposed building D and G for larger property on the various terms and conditions mentioned therein.

ii) By and under the Approval/Disapproval of the development work up to Plinth level for proposed building A, B, C Stilt + 1st to 10th Floor + 11th Part + 12th Part Floor IOD for the larger property is granted bearing No. VP No. S11/0014/10/TMC-TDD-PCC/0357/14 dated 22<sup>nd</sup> July, 2014.

iii) By and under Commencement certificate dated 4<sup>th</sup> November, 2015 bearing reference New VP No. S11/0014/10-TMC/TDD/154415 for proposed building A,B,C Stilt + 1st to 10th Floor + 11th Part + 12th Part + 13th Part to 18th Part floors, the Stilt + 1st Floor, D Stilt + 1st Floor, E Stilt + 1st to 12th Floor, F Stilt + 1st to 15th Floor + 16th Part Floor, H Ground Floor, I (EWS-UG-STILT+1ST TO 8TH FLOOR+9TH PART AND FITNESS CENTER GROUND + 1st Floor only.

iv) By and under the approval of development work dated 22<sup>nd</sup> March, 2016 bearing Reference No. VP No. S11/0014/10-TMC/TDD/0549/16 subject to the terms and conditions stated therein.

v) By and under the approval of development work dated 30<sup>th</sup> August, 2016 bearing Reference No. VP No. S11/0014/10-TMC/TDD/PCC/0614/16 subject to the terms and conditions stated therein.

vi) By and under the amended approval of development work dated 5<sup>th</sup> May, 2017 bearing Reference No. New VP No. S11/0014/10TMC/TDD/2175/17 subject to the terms and conditions stated therein.

v) By and under the Occupancy Certificate dated 5<sup>th</sup> May, 2017 bearing Reference No. VPP No. S11/0014/10-TMC/TDD/OCC/0356/17 is granted for building A, B, C Stilt + 1st to 10th Floor + 11th Part + 12th Part + 13th Part to 18th Part only on the terms and conditions stated therein.

**E. LITIGATION:**

1. Mausabai Gulab Bedekar 2. Premabai Kaku Mhatre alias Ramabai Kaku Mhatre 3. Bebibai Hanuman Patil and 4. Jijabai Govind Bhoir filed the Miscellaneous

Address: 601, 6<sup>th</sup> Floor, Shree Samarth Viscaria Co-Op. Hsg. Society, Shivdeshan Path, T.P.Road, Next to Shivdeshan SBA Building, Near Gadhav Naka, Bhandup (West), Mumbai-400 078

**PRASANNA S. TARE**  
B. Com, LL.B  
Construction Sheet No. 7

Sr. No.	E	Coral	Stilt + 16 Floors	RCC work completed till 4 <sup>th</sup> slab
6.	F	Emerald	Stilt + 19 Floors	RCC work completed till 14 <sup>th</sup> slab Blockwork completed till 9 <sup>th</sup> floor. Gypsum work completed till 8 <sup>th</sup> floor

**L. CONCLUSION**

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

**SCHEDULE OF THE PROPERTY**

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

Address: 601, 6<sup>th</sup> Floor, Shree Samarth Viscaria Co-Op. Hsg. Society, Shivdeshan Path, T.P.Road, Next to Shivdeshan SBA Building, Near Gadhav Naka, Bhandup (West), Mumbai-400 078

**PRASANNA S. TARE**  
B. Com, LL.B  
Construction Sheet No. 6

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

**F. SUB-REGISTRAR OF ASSURANCES**

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

**G. REGISTRAR OF COMPANIES**

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

**H. SITE STATUS**

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

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

Address: 601, 6<sup>th</sup> Floor, Shree Samarth Viscaria Co-Op. Hsg. Society, Shivdeshan Path, T.P.Road, Next to Shivdeshan SBA Building, Near Gadhav Naka, Bhandup (West), Mumbai-400 078

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

Sr. No.	Survey No.	Hissa No.	Area (Sq. mtrs)
A	140	-	5360
B	142	1	1100
C	142	3	14200
D	220	10	25900
E	220	7	1800
G	220	5	3200
H	232	-	450
I	141	2	4320
Sub Total (Said land)			56330
F	220	4C	1300
Total (larger land)			57630

On or towards the East by : 30.00 M. Wide D.P.Road, Adj.S. No. 218  
On or towards the West by: Adj. boundary of Village- Padde, Adj. S. No. 223  
On or towards the South by: 30.00 M. Wide D.P.Road, Adj. boundary of Village-Padde  
On or towards the North by: Adj. S.No. 220/6, S.No. 144, S.No.218, S.No.242

Dated this 15<sup>th</sup> day of July, 2017.

**PRASANNA TARE**  
Advocate

Address: 601, 6<sup>th</sup> Floor, Shree Samarth Viscaria Co-Op. Hsg. Society, Shivdeshan Path, T.P.Road, Next to Shivdeshan SBA Building, Near Gadhav Naka, Bhandup (West), Mumbai-400 078

Annexure "7ollyn"

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EX १०



used but not defined herein will have the same meaning as defined in the terms in the Title Report.

PRASANA S. TARE, Advocate High Court, Mumbai

**PRASANA S. TARE**  
Advocate High Court, Mumbai

**SECOND ADDENDUM TO TITLE REPORT**

To,

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

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

Sr. No.	Survey No.	Missa No.	Area (Sq. mtrs)
A	140	-	5360
B	142	1	1100
C	142	3	14200
D	220	18	25900
E	220	2	1800
G	220	5	3200
H	232	-	450
I	141	2	4320
Sub Total (Said land)			56380
F	220	4C	1300
Total ( larger land)			57680

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

1. I refer my Title Report dated 30<sup>th</sup> December, 2014 (Title Report) and Addendum To Title Report dated 15<sup>th</sup> July, 2017 (Addendum Title Report), 8 copies whereof is annexed hereto and marked as Annexure - A (Title Report) and Annexure- B Addendum to Title Report issued by me in favour of M/s Marathon Ener-Gen LLP, where I had investigated its title to the said Larger Land capitalized terms

Correspondence Address : 601, 6<sup>th</sup> Floor, Shree Samarth Vihar Co-Op. Hsg. Society, Shivdarsan Path, T.P.Road, Next to Shivdarsan SRA Building, Near Godhav Naka, Bhandup (West), Mumbai - 400 078.

**PRASANA S. TARE**  
Advocate High Court, Mumbai

**Phase I**

Sr. No.	Building No.	Wing	Building Structure Proposed	Construction Status
1.	A	Opal	Stilt + 18 Floors	Occupation Certificate Received on 05.05.2017.
2.	B	Topaz	Stilt + 18 Floors	Occupation Certificate Received on 05.05.2017
3.	C	Amber	Stilt + 18 Floors	Occupation Certificate Received on 05.05.2017
4.	D	Sapphire	Stilt + 16 Floors	RCC work completed upto 1 <sup>st</sup> Slab
5.	E	Fitness Center	Ground+1 Floor	Not Started
5.	F	Coral	Stilt + 16 Floors	RCC work completed till 13 <sup>th</sup> slab
6.	G	Emerald	Stilt + 19 Floors	RCC work completed and Final finishing work under process

**Phase II**

Sr. No.	Building No.	Wing	Building Structure Proposed	Construction Status
1.	X3	Pearl	Ground Podium+1 <sup>st</sup> Podium+14 Floors	Excavation work in process
2.	X4		Ground Podium+1 <sup>st</sup> Podium (P1) floors,	
3.	I		(EWS/UG) Ground Podium + 1 <sup>st</sup> Podium + 21th Floors	EWS Substructure work in process

Address: 601, 6<sup>th</sup> Floor, Shree Samarth Vihar Co-Op. Hsg. Society, Shivdarsan Path, T.P.Road, Next to Shivdarsan SRA Building, Near Godhav Naka, Bhandup (West), Mumbai-400 078

2. After Paragraph No D (APPROVALS) of the Addendum to Title Report I wish to add the following paragraph

with by and under sanction of development Amended permission/ Commencement Certificate dated 6<sup>th</sup> June 2019 bearing reference New VP No. S11/001A/10-TMC/TDD/3095/19 for proposed building B (Stilt + 16th Floor), X3 (Ground Podium+1<sup>st</sup> Podium+14 Floors), X4 (Ground Podium+1<sup>st</sup> Podium (P1) floors, I (EWS/UG) (Ground Podium+1<sup>st</sup> Podium+21th Floors) and E (Fitness Center- Ground + 1<sup>st</sup> Floor)

3. After Paragraph No E (LITIGATION) of the Addendum to Title Report I wish to add the following paragraph

2. Mrs. Rama Nana Patil alias Rama Vishnu Mhatre daughter of Vishnu Mhatre filed Regular Civil Suit No. 888/2017 before the Joint Civil Judge, Senior Division, Thane at Thane inter alia against the 1) Matheshwari Realtors, 2) Mahendra Shamji Patel (Partner of Matheshwari Realtors), 3) Shallesh Narayanbhai Bhamushali (Partner of Matheshwari Realtors), 4) Hiratal Shamji Ranganji (Partner of Matheshwari Realtors), 5) Marathon Energen LLP (Partnership Firm), 6) Mr. Mayur R. Shah (Partner of Marathon Energen LLP), 7) Mr. Kalvayya Shah (Partner of Marathon Energen LLP), 8) Mr. Mayur R. Shah ( Director Marathon Realty Private Limited) for Declaration and Injunction from creating third party interest in the suit property and restrain Matheshwari Realtors and Others to obstruct the Plaintiff i.e. Rama Nana Patil to enter upon the suit property.

The Said Suit is pending before the Hon'ble Civil Judge, Senior Division, Thane at Thane, till this date, No adverse order has passed against any of the Defendant therein.

4. After Paragraph No H (SIDE STATUS) in the Addendum to Title Report is replace as under:

The Company is presently constructing at Site and the status of the same as on 6<sup>th</sup> June, 2019 is as per the chart written hereunder.

Address: 601, 6<sup>th</sup> Floor, Shree Samarth Vihar Co-Op. Hsg. Society, Shivdarsan Path, T.P.Road, Next to Shivdarsan SRA Building, Near Godhav Naka, Bhandup (West), Mumbai-400 078

**PRASANA S. TARE**  
Advocate High Court, Mumbai

5. This addendum is to be read along with the Title Report dated 30<sup>th</sup> December, 2014 and Addendum to Title Report dated 15<sup>th</sup> July, 2017. All other terms of the Title Report will remain unchanged

Dated this 6<sup>th</sup> day of June, 2019

*(Signature)*  
Prasanna Tare  
Advocate

Address: 601, 6<sup>th</sup> Floor, Shree Samarth Vihar Co-Op. Hsg. Society, Shivdarsan Path, T.P.Road, Next to Shivdarsan SRA Building, Near Godhav Naka, Bhandup (West), Mumbai-400 078

**THIRD ADDENDUM TO TITLE REPORT**

To,

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

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

Sr. No.	Survey No.	Hissa No.	Area (Sq.mtrs.)
A	140	1	2770
B	140	2	70
C	141	2/A	4040
D	141	2/B	280
E	142	1	1100
F	142	3	14200
G	220	1/A	21790
H	220	1/D	40
I	220	2/A	1450
J	220	5	3200
K	232	-	450
Total			49390

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

1. I refer my Title Report dated 30<sup>th</sup> December, 2014 (Title Report), Addendum To Title Report dated 15<sup>th</sup> July, 2017 (Addendum Title Report) and Second

1

140/4. The new Survey Numbers have been more particularly stated in the Schedule written hereinabove. Out of the Larger Land the Survey No.141/3 and 141/4 have been handed over to Thane Municipal Corporation ("TMC") for public amenity purpose and for Development Planning Road.

D2.Vide Mutation Entry no. 1905 dated 10<sup>th</sup> October, 2017, Survey No. 141/2 has Sub-divided into several New Survey Numbers i.e. 141/2/A and 141/2/B, The new Survey Numbers have been more particularly stated in the Schedule written hereinabove.

D3.Vide Mutation Entry no. 1905 dated 10<sup>th</sup> October, 2017, Survey No.220/1 has Sub-divided Into several New Survey Numbers i.e. 220/1/A, 220/1/B, 220/1/C, 220/1/D and 220/1/E. The new Survey Numbers have been more particularly stated in the Schedule written hereinabove. Out of the Larger Land, the Survey 220/1/B (Part), 220/1/C and 220/1/E have been handed over to Thane Municipal Corporation ("TMC") for public amenity purpose and for Development Planning Road.

D4.Vide Mutation Entry no. 1905 dated 10<sup>th</sup> October, 2017, Survey No.220/2 has Sub-divided into several New Survey Numbers i.e. 220/2/A and 220/2/B, The new Survey Numbers have been more particularly stated in the Schedule written hereinabove. Out of the Larger Land, the Survey 220/2/B have been handed over to Thane Municipal Corporation ("TMC") for public amenity purpose and for Development Planning Road.

In view thereof the area of the Larger Land now available for development after the handover to TMC is admeasuring about 49390 square meters

D5.By virtue of Indenture of Transfer dated 12<sup>th</sup> March 2019 enter by and between Marathon Energen LLP and Thane Municipal Corporation registered with the Office of Sub- Registrar of Assurances, at Thane-9 bearing Registration No. TNN9/3452/2019 the land affected by 45.00 Meter wide Katal Alroll Road, area admeasuring 364.00 Sq. meter situated lying and being at the land bearing Survey No. 220/1B (Part) and 220/5 of Village Desai, Taluka and District Thane is handed over to Thane Municipal Corporation as per the Possession Receipt the following area is transfer to Thane Municipal Corporation more particularly stated therein on the terms and conditions recorded in the Indenture of Transfer dated 12<sup>th</sup> March 2019.

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Annexure 7/2014/4

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Addendum to Title Report dated 6<sup>th</sup> June 2019 is copied without is annexed hereto and marked as Annexure - A (Title Report), Annexure- B Addendum to Title Report and Annexure C is Second Addendum to Title Report issued by me in favour of M/s Marathon Ener-Gen LLP, where I had investigated its title to the said Larger Land capitalized terms used but not defined herein will have the same meaning as ascribed to these terms in the Title Report.

2. The Schedule written in Title Report dated 30<sup>th</sup> December, 2014 (Title Report), Addendum To Title Report dated 15<sup>th</sup> July, 2017 (Addendum Title Report) and Second Addendum to Title Report dated 6<sup>th</sup> June 2019 is replace by the following table.

Sr. No.	Survey No.	Hissa No.	Area (Sq.mtrs.)
A	140	1	2770
B	140	2	70
C	141	2/A	4040
D	141	2/B	280
E	142	1	1100
F	142	3	14200
G	220	1/A	21790
H	220	1/D	40
I	220	2/A	1450
J	220	5	3200
K	232	-	450
Total			49390

3. After Paragraph No D (APPROVALS) of the of the Addendum to Title Report I wish to add the following paragraph as D1

D1.Vide Mutation Entry no. 1905 dated 10<sup>th</sup> October, 2017, Survey No. 140 has Sub-divided into several New Survey Numbers i.e. 140/1, 140/2, 140/3 and

2

Survey No.	Village	Road	Area in Sq. M.
Survey No. 220/1B (Part)	At Village and Tal. And Dist.	45.00 M. wide Katal and Alroll	254.00
Survey No. 220/5 (Part)	Thane	Road	110.00
Total			364.00

D6.By virtue of Indenture of Transfer dated 12<sup>th</sup> March 2019 enter by and between Marathon Energen LLP and Thane Municipal Corporation registered with the Office of Sub- Registrar of Assurances, at Thane-9 bearing Registration No. TNN9/3453/2019 the land affected by amenity open space area admeasuring 2334.78 Sq. meter situated lying and being at the land bearing Survey No.141/2 (Part) and 220/1B(Part) of Village Desai, Taluka and District Thane is handed over to Thane Municipal Corporation as per the Possession Receipt the following area is transfer to Thane Municipal Corporation more particularly stated therein. on the terms and conditions recorded in the Indenture of Transfer dated 12<sup>th</sup> March 2019

Survey No.	Village	Amenity Open Space	Area in Sq. M.
Survey No. 141/2 (Part)	At Village and Tal. And Dist.	Amenity Open Space	1599.14
Survey No. 220/1B (Part)	Thane	Space	735.64
Total			2334.78

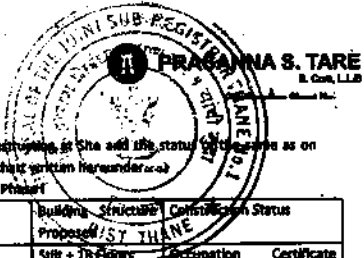
4. After Paragraph No E (LITIGATION) of the Second Addendum to Title Report, I wish to add the following paragraph

3. Mrs. Premabai K. Mhatre and Babylal H. Patil filed the Arbitration Petition No.173 of 2019 before the Hon'ble High Court at Bombay, Civil Appellate Jurisdiction against the 1) Matashwari Realtors, 2) Subhash V. Mhatre, 3) Sunil R. Mhatre, 4) Sharidas K. Mhatre, 5) Vijay B. Mhatre, 6) Rohidas L. Mhatre and Marathon Energen LLP under Section 11 of Arbitration and Conciliation Act, 1996 and same is pending without passing any order on that Petition..

5. After Paragraph No H (SIDE STATUS) in the Second Addendum to Title Report is replace as under:

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PRASANNA S. TARE  
& Co., L.L.B.  
Certification Sheet No.

The Company is presently constructing at the said site the status of the same as on 19<sup>th</sup> March, 2020 is as per the chart given hereunder (a)

Sr. No.	Building No.	Wing	Building Structure Proposed	Construction Status
1.	A	Opal	Stilt + 18 Floors	Occupation Certificate Received on 05.05.2017.
2.	B	Topaz	Stilt + 18 Floors	Occupation Certificate Received on 05.05.2017.
3.	C	Amber	Stilt + 18 Floors	Occupation Certificate Received on 05.05.2017.
4.	D	Sapphire	Stilt + 16 Floors	RCC work completed upto 1st Slab
5.	E	Fitness Center	Ground+1 Floor	Not Started
5.	F	Coral	Stilt + 16 Floors	RCC work completed till 15th slab. Last Slab in progress.
6.	G	Emerald	Stilt + 19 Floors	RCC and Major Finishing and Services work completed. Minor Finishing and Services in progress

Phase II

Sr. No.	Building No.	Wing	Building Structure Proposed	Construction Status
1.	X3	Pearl	Ground Podium+1st Podium+14 Floors	Part Excavation done
2.	X4		Ground Podium+1st Podium (P) floors.	Not Started
3.			(EWS/LIG) Ground Podium + 21th Floors	Substructure completed

Address: 601, 6<sup>th</sup> Floor, Shree Samarth Vihar Co-Op. Hsg. Society, Shivdaran Path, T.P.Road, Near to Shivdaran SRA Building, Near Godhav Naka, Bhandus (West), Mumbai-400 078

6. Schedule of the Property written in the Title Certificate dated 30<sup>th</sup> December 2014 is replace as under:

SCHEDULE ABOVE REFERRED TO  
(Description of the said Larger Land)

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

Sr. No.	Survey No.	Heise No.	Area (Sq.mtrs.)
A	140	1	2770
B	140	2	70
C	141	2/A	4040
D	141	2/B	280
E	142	3	1100
F	142	3	14200
G	220	1/A	21790
H	220	1/D	40
I	220	2/A	1450
J	220	5	3200
K	232	-	450
Total			49390

On or towards the East by : 30.00 M. Wide D.P. Road, Adjacent Survey No.218  
On or towards the West by : Adjacent boundary of Village- Padle Adjacent Survey 223  
On or towards the South by : 30.00 M. Wide D.P. Road, Adjacent boundary of Village- Padle  
On or towards the North by : Adjacent Survey No.220/6, Survey No.144, Survey No.218, Survey No.242

Address: 601, 6<sup>th</sup> Floor, Shree Samarth Vihar Co-Op. Hsg. Society, Shivdaran Path, T.P.Road, Near to Shivdaran SRA Building, Near Godhav Naka, Bhandus (West), Mumbai-400 078

PRASANNA S. TARE  
& Co., L.L.B.  
Certification Sheet No.

7. This Third addendum Report is to be read along with the Title Report dated 30<sup>th</sup> December, 2014, Addendum to Title Report dated 15<sup>th</sup> July, 2017 and Second Addendum to Title Report dated 6<sup>th</sup> June 2019 All other terms of the Title Report will remain unchanged

Dated this 19<sup>th</sup> day of March, 2020

Prasanna Tare  
Advocate

Address: 601, 6<sup>th</sup> Floor, Shree Samarth Vihar Co-Op. Hsg. Society, Shivdaran Path, T.P.Road, Near to Shivdaran SRA Building, Near Godhav Naka, Bhandus (West), Mumbai-400 078

**FOURTH ADDENDUM TO TITLE REPORT**

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

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

Sr. No.	Survey No.	Hissa No.	Area (Sq.mtrs.)
A	140	1	2770
B	140	2	70
C	141	2/A	4040
D	141	2/B	280
E	142	1	1100
F	142	3	14200
G	220	1/A	21790
H	220	1/D	40
I	220	2/A	1450
J	220	5	3200
K	232	-	450
Total			49390

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

1. I refer my Title Report dated 30<sup>th</sup> December, 2014 (Title Report), Addendum To Title Report dated 15<sup>th</sup> July, 2017 (Addendum Title Report), Second Addendum to Title Report dated 6<sup>th</sup> June 2019 (Second Addendum Title Report) and Third Addendum to Title Report dated 19<sup>th</sup> March 2020 (Third Addendum Title Report) copies whereof is annexed hereto and marked as Annexure - A (Title Report), Annexure - B Addendum to Title Report, Annexure C is Second Addendum to Title Report and Annexure D is Third Addendum to Title Report issued by me in favour of M/s Marathon Ener-Gen LLP, where I had investigated its title to the said Larger Land capitalized terms used but not defined herein will have the same meaning as ascribed to these terms in the Title Report.

Address : 601, 6<sup>th</sup> Floor, Shree Samarath Viscaria Co-Op. Hsg. Society Ltd., Shivdarsan Path, T. P. Road, Next to Shivdarsan SRA Building, Near Godhav Naka, Bhandup (West), Mumbai - 400 078. Tel.: 022-25942599, Call : +91 9892632599, Email : pramahjt@gmail.com

**PHASE II**

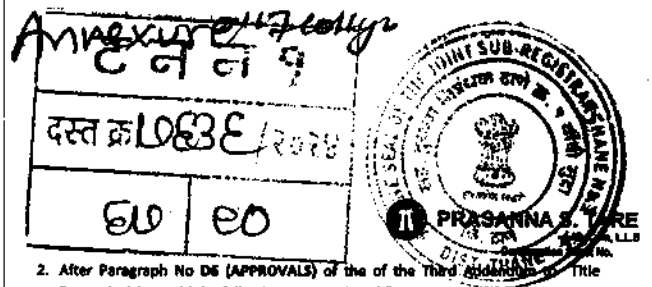
Sr. No.	Building No.	Wing	Building Structure Proposed	Construction Status
1.	X3 - A	Ruby	Stilt + 22 Floors	Building Work to be started
2.	X3 - B	Jasper	Stilt + 14 Floors and proposed upto 22 <sup>nd</sup> Floor	Building Work to be started
3.	X4 A and B		Stilt + Floors (presently Sanction) and proposed upto 22 <sup>nd</sup> Floor,	Not Started
4.	I		(EWS/LIG) Ground Podium + 1st Podium + 20th Floors	Plinth completed

**SCHEDULE ABOVE REFERRED TO**  
(description of the said Larger Land)

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

Sr. No.	Survey No.	Hissa No.	Area (Sq.mtrs.)
A	140	1	2770
B	140	2	70
C	141	2/A	4040
D	141	2/B	280
E	142	1	1100
F	142	3	14200
G	220	1/A	21790
H	220	1/D	40
I	220	2/A	1450

Address : 601, 6<sup>th</sup> Floor, Shree Samarath Viscaria Co-Op. Hsg. Society Ltd., Shivdarsan Path, T. P. Road, Next to Shivdarsan SRA Building, Near Godhav Naka, Bhandup (West), Mumbai - 400 078. Tel.: 022-25942599, Call : +91 9892632599, Email : pramahjt@gmail.com



2. After Paragraph No D6 (APPROVALS) of the of the Third Addendum to Title Report I wish to add the following paragraph as D7

D7 By and under its letter dated 08<sup>th</sup> October, 2020, bearing reference No. V. P. No. S11/0014/10-TMC/TDD/0853 issued by Thane Municipal Corporation, Thane ("TMC"), TMC granted Occupation Certificate for "building G" known as Emerald (Stilt + 1<sup>st</sup> to 19th Floors), subject to the terms and condition stated therein.

D8 By and under sanction of development Amended permission / Commencement Certificate, dated 1<sup>st</sup> July, 2022 bearing reference New VP No. S11/0014/10-TMC/TDD/4113/22 for proposed building, X3-A (Stilt + 22 Floors), X3-B (Stilt + 14 Floors), X4 A and B wing (Stilt + 1 Floors), I (EWS/LIG) (Ground/Stilt + 20 Floors) and F - Stilt + 16<sup>th</sup> Floor).

3. SIDE STATUS mentioned in the Third Addendum to Title Report, is replace as under:

The Company is presently constructing at Site and the status of the same as on 14<sup>th</sup> July, 2022, is as per the chart written hereunder.

**PHASE I**

Sr. No.	Building No.	Wing	Building Structure Proposed	Construction Status
1.	A	Opal	Stilt + 18 Floors	Occupation Certificate Received on 05.05.2017.
2.	B	Topaz	Stilt + 18 Floors	Occupation Certificate Received on 05.05.2017
3.	C	Amber	Stilt + 18 Floors	Occupation Certificate Received on 05.05.2017
4.	D	Sapphire	Stilt + 16 Floors	RCC work completed upto 6th floor.
5.	E	Fitness Center	Ground+1 Floor	Foundation for Fitness Centre completed
6.	F	Coral	Stilt + 16 Floors	Building is completed Apply for Occupation Certificate
7.	G	Emerald	Stilt + 19 Floors	Occupation Certificate Received on 08.10.2020

Address : 601, 6<sup>th</sup> Floor, Shree Samarath Viscaria Co-Op. Hsg. Society Ltd., Shivdarsan Path, T. P. Road, Next to Shivdarsan SRA Building, Near Godhav Naka, Bhandup (West), Mumbai - 400 078. Tel.: 022-25942599, Call : +91 9892632599, Email : pramahjt@gmail.com

J	220	5	3200
K	232	-	450
Total			49390

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

On or towards the West by : Adjacent boundary of Village- Padle Adjacent Survey 223

On or towards the South by : 30.00 M. Wide D.P. Road, Adjacent boundary of Village- Padle

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

4. This Third addendum Report is to be read along with the Title Report dated 30<sup>th</sup> December, 2014, Addendum to Title Report dated 15<sup>th</sup> July, 2017 and Second Addendum to Title Report dated 6<sup>th</sup> June 2019 and Third Addendum to Title Report dated 19<sup>th</sup> March, 2020 All other terms of the Title Report will remain unchanged

Dated this 14<sup>th</sup> day of July, 2022

Prasnanna Tare  
Advocate

Address : 601, 6<sup>th</sup> Floor, Shree Samarath Viscaria Co-Op. Hsg. Society Ltd., Shivdarsan Path, T. P. Road, Next to Shivdarsan SRA Building, Near Godhav Naka, Bhandup (West), Mumbai - 400 078. Tel.: 022-25942599, Call : +91 9892632599, Email : pramahjt@gmail.com

ANNEXURE "8"

(Mortgage Details)

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1. Mortgage details for portion of the Larger Land are as below.

- i. By and under the Indenture of Simple Mortgage dated 28<sup>th</sup> March, 2014 registered with Sub-Registrar of Assurance at Thane-9, Vide No. TNN5-9-2031 of 2014 ("the said Mortgage Deed"), the Promoter has created charge on the said Larger Land as more particularly set out in the said Mortgage Deed with Axis Bank Ltd. having its Registered Office at Trishul, 3<sup>rd</sup> floor, Opp. Samartheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad-380 006 and one of its branches at Corporate Banking Branch, Axis House, Ground Floor, Wadia International Centre, Worli, Mumbai-400 025, ("the Said Bank/Mortgagee") and created security thereon to secure repayment of monies due and payable by Promoter to the said "Bank/Mortgagee" together with interest and any costs incurred in connection thereon on the terms and conditions as more particularly set out therein.
- ii. Vide Deed of Release of Charge Over Mortgage Property dated 27<sup>th</sup> April, 2017 registered with the office of the Sub-Registrar of Assurances at Thane-9 under Serial No. TNN9-2872-2017, the mortgaged property mortgaged vide Indenture of Simple Mortgage dated 28<sup>th</sup> March, 2014 has been re-conveyed by the said Bank/Mortgagee in favour of the Promoter.
- iii. By virtue of Facility Agreement made in the year 2017 and executed between the Promoter and Others and LIC Housing Finance Limited ("Lender"), the Promoter and Others have obtained the Loan on the terms and conditions mentioned therein. By virtue of the Security Trustee Agreement dated 31<sup>st</sup> March, 2017, Unit Trust of India Investment Advisory Services Limited has been appointed as a Security Trustee/ Agent on behalf of Lender on the terms and conditions mentioned therein. In connection with the Security Trustee Agreement, Indenture of Mortgage dated 31<sup>st</sup> March, 2017 registered with Sub-Registrar of Assurance at Thane-9 under Serial No. TNN9-2873-2017 on 27/04/2017 the Promoter and Others have created charge on part of the said Larger Land as more particularly set out in the said Mortgage Deed dated 31<sup>st</sup> March, 2017 with Unit Trust of India Investment Advisory Services Limited, having its registered office at UTI Tower, GN Block, Bandra Kurla Complex, Bandra East, Mumbai- 400 051 ("Security Trustee") on the terms and conditions mentioned therein.
- iv. By virtue of Deed of Accession dated 30<sup>th</sup> March, 2018, Unit Trust of India Investment Advisory Services Limited has retired as the security trustee and accordingly, the said Lender has appointed Vistra ITCL (India) Limited (Formerly known as IL & FS Trust Company Limited), having its registered office address at the IL & FS Financial Centre, Plot C-22, G Block, Bandra-Kurla Complex, Bandra East Mumbai-400051, as the Successor Trustee. Thereafter the Memorandum Recording Transfer of Mortgage dated 14<sup>th</sup> November, 2019 registered with Sub-Registrar of Assurance at Thane-2 under serial no. TNN-2-17183/2019 have executed to record and clarify the facts mentioned in the Deed of Accession. The Promoter shall obtain a No Objection Certificate from the said Lender as and when required.
- v. By virtue of the First Supplemental Indenture of Mortgage dated 29<sup>th</sup> June, 2021 registered with Sub-Registrar of Assurance at Thane-9 under Serial No. TNN9-18248-2021 on 16<sup>th</sup> December, 2021, the Promoter has created mortgage over the part of the Larger Land as more particularly set out in the said First Supplemental Indenture of Mortgage dated 29<sup>th</sup> June, 2021 with Vistra ITCL (India) Limited, to secure the Restructured Facility on the terms and conditions mentioned therein.
- vi. By virtue of the Indenture of Mortgage dated 16<sup>th</sup> December, 2021 registered with Sub-Registrar of Assurance at Thane-9 under Serial No. TNN9-18249-2021 on 16<sup>th</sup> December, 2021, the Promoter has created mortgage over the part of the Larger Land as more particularly set out in the said Indenture of Mortgage dated 16<sup>th</sup> December, 2021 with Vistra ITCL (India) Limited, to secure the repayment of the Mortgaged Debt on the terms and conditions mentioned therein.
- vii. By virtue of the Indenture of Mortgage dated 14<sup>th</sup> August, 2024 registered with Sub-Registrar of Assurance at Thane-5 under Serial No. TNN5-14933-2024 on 14<sup>th</sup> August, 2024, the Promoter has

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created mortgage over the part of the Larger Land as more particularly set out in the said Indenture of Mortgage dated 16<sup>th</sup> December, 2021 with Catalyst Trusteeship Limited, to secure the repayment of the Mortgaged Debt on the terms and conditions mentioned therein.

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ANNEXURE "9"

(Whole Project and Real Estate Project Details)

A. WHOLE PROJECT न न 9

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1. Details of Whole Project:

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

2. Development:

- The Area of the Larger Land shall be developed in a phase-wise manner over a period of time. The Whole Project will consist of number of Real Estate Projects constituting various phase/s of the Whole Project.
- The Promoter is constructing the buildings as independent buildings/wings. However, either by basement or by stilt area or by commercial block or by podium, each one of the said buildings may be connected with other and/or horizontally connected to each other as horizontal extension to each other may be with common partition walls or by dead walls as the case may be and the Allottee/s is/are aware of the same.
- The Phase-I of the Whole Project consist of the following buildings namely, Sapphire, Coral, Emerald, Opal, Topaz, Amber being constructed on the portion of the said Larger Land.
- The Promoter is presently intending to construct the buildings namely Ruby and Jasper in the said Larger Lands.
- 30 meters road is handed over to TMC for public use.
- Some portion of the Larger Land has been handed over to TMC as Amenity.
- Future Development: The Promoter proposes to construct further buildings on the portion of the said Larger Land as more particularly shown on the Proposed Layout Plan annexed and marked as **Annexure "13"** to the Agreement. These buildings and may or may not be connected with common basement/stilt/podium.
- The Layout consists of Municipal Housing Reservation which is handed over to TMC, as per the Accommodation Reservation Policy.
- Elevated Storage Reservoir may be constructed.
- A Receiving station has been constructed on the portion of the said Larger Land.
- One building for Economic Weaker Sections is being constructed on the portion of the said Larger Land and the same will be dealt as per the relevant law/rules and regulations.

3. Sanctioned and Proposed Plan:

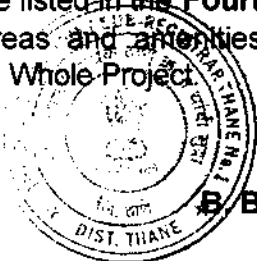


- a. The development of the Whole Project is presently being undertaken as per the Sanctioned Layout Plan which has been annexed as **Annexure "2"** to the Agreement.
- b. The Promoter proposes to develop the Whole Project and the Real Estate Project as per the Proposed Layout Plan is annexed as **Annexure "13"** to the Agreement. The Promoter reserves the right to get the Proposed Layout Plan sanctioned from the Concerned Authorities.

**4. Common Areas & Amenities:**

- a. The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee/s and are listed in the **Fourth Schedule ("Whole Project Amenities")** in the Agreement.

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**B. BUILDING/REAL ESTATE PROJECT**

**1. Details of Building/Real Estate Project:**

- a. The development of a building known as '**Marathon Nextown Jasper**' ("**said Building**") comprising of Stilt, Ground (shops) and residential 1<sup>st</sup> floor to 22<sup>nd</sup> floor (sanctioned) is known as "**Marathon Nextown Jasper**" ("**Real Estate Project**"). The Building known as '**Marathon Nextown Jasper**' may comprise of upto 22<sup>nd</sup> Floor or more floors and/or as per full available potential.
- b. Approvals, sanctions and permissions are as mentioned in the Agreement.

**2. Details of RERA Certificate:**

- a. The Real Estate Regulatory Authority has duly issued a Certificate of Registration bearing No. **P51700049449** ("**RERA Certificate**") for the Real Estate Project and a copy of the RERA Certificate is annexed hereto and marked as **Annexure "12"** to the Agreement.

**3. Sanctioned Floor Space Index (FSI):**

- a. Total FSI of **8464 Sq.mt.** has been sanctioned for consumption in the construction and development of the said Building.

**4. Proposed Floor Space Index (FSI):**

- a. The Promoter proposes to eventually consume a further FSI of **5036 Sq.mt.** aggregating to total FSI of **13500 Sq.mt.** in the construction and development of the said Building. The additional FSI, over and above the sanctioned FSI, could be utilized by the Promoter on account of the increase in the Floor Space Index in the locality or Floor Space Index available by paying premium or price to authorities or additional Floor Space Index becoming available on account of acquisition of Transferable Development Rights, or TDR that may be available due to development of amenity space, amalgamation of land parcels, changes in Development Plan, change in the DC Regulations or revised/New DC Regulations or other provisions under which additional FSI shall be made available to the development. The total number of premises/floor in the said Building will vary as per the available potential.

**5. Type of Premises:**

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

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**6. Common Areas & Amenities:**

- a. The common areas, facilities and amenities in the said Building that may be usable by the Allottee/s are listed in the Fifth Schedule ("said Building Amenities") to this Agreement.

**7. Possession of the said Premises:**

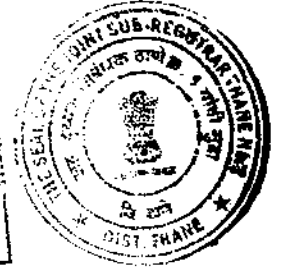
- a. The date of handover of possession of the said Premises in the Real Estate Project is **30<sup>th</sup> December, 2028**. However, if any extension is granted by RERA to the Real Estate Project, then such new extended date will be considered as the date of handover of possession of the said Premises.

**8. The name and address of the Architect:**

- a. MATRIX ARCHITECT & ENGINEERS, 702, Marathon Max, Mulund Goregaon Link Road, Mumbai-400 080

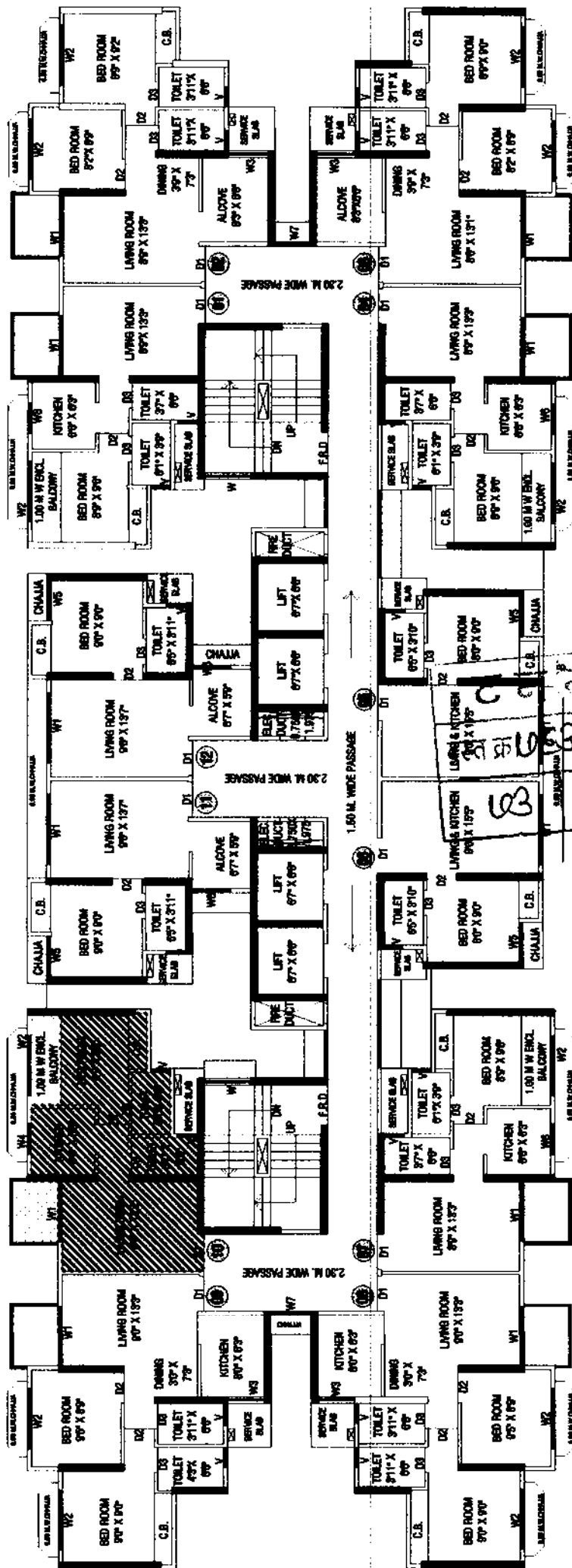
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NOTE :-  
 RERA CARPET AREA - [Symbol]  
 OTHER AREA ENCL. BAL - [Symbol]  
 OTHER AREA DECK - [Symbol]

BLDG. TITLE :- MARATHON NEXTOWN - JASPER  
 FLOOR NO. :- 6TH      FLAT NO. :- 610

**MARATHON**  
 Redefining Real Estate. Redefining infrastructure.

**MATRIX**  
 702, MARATHON MAX  
 MULUND-GOREGAON LINK RD.  
 MULUND (W)  
 CORPORATE OFFICE:- 67728464

**ANNEXURE "11"**  
**(Premises and Transaction Details)**

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

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

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

- |  |   |  |
|--|---|--|
| a. Type of Residential Flat/Premises                 | : | 1 BHK                                    |
| b. Residential Flat/Premises No.                     | : | 610                                      |
| c. Floor   | : | 6  |
| d. Wing  | : | X3-B                                     |
| e. Carpet Area As Per RERA                           | : | 29.64 Sq.mt. equivalent to 319.00 Sq.ft. |
| f. Other Areas exclusive to the said Premises if any | : |  |
| i. Deck/ Open Balcony                                | : | 2.42 Sq.mt. equivalent to 26.00 Sq.ft.   |
| ii. Enclosed Balcony                                 | : | 2.51 Sq.mt. equivalent to 27.00 Sq.ft.   |
| g. Carpet Area plus Other Exclusive Area             | : | 34.56 Sq.mt. equivalent to 372.00 Sq.ft. |

'Marathon Nextown Jasper'

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1 BHK

610

6

X3-B

29.64 Sq.mt. equivalent to 319.00 Sq.ft.

2.42 Sq.mt. equivalent to 26.00 Sq.ft.

2.51 Sq.mt. equivalent to 27.00 Sq.ft.

34.56 Sq.mt. equivalent to 372.00 Sq.ft.



4. **Consideration Details :**

- a. Sale Consideration for said Premises : **Rs.33,56,436.00**  
**Rupees: Thirty Three Lakh Fifty Six Thousand Four Hundred Thirty Six Only**

Advance Payment made towards Consideration by the Allottee/s before execution of this

- b. Agreement of Rs. 3,35,644 (Rupees: Three Lakh Thirty Five Thousand Six Hundred Forty Four Only).

c. **Payment Schedule :**

SR. NO.	MILESTONE NAME	%
1	Earnest Money	10.00
2	On execution of agreement of sale	20.00
3	On Completion of Plinth	15.00
4	On Completion of 3rd Slab	5.00
5	On Completion of 6th Slab	5.00
6	On Completion of 10th Slab	5.00
7	On Completion of 15th Slab	5.00
8	On Completion of Terrace slab	5.00
9	On Completion of Internal Walls	5.00
10	On Completion of flooring of the said premises	5.00
11	On Completion of external plumbing/external waterproofing whichever is earlier	5.00
12	On completion of lifts	5.00
13	On Completion of Electric Fitting of typical lobbies of the said premises	5.00
14	On Possession of the said Premises being offered to the Allottee/s and/or before handover of the said Premises for fit outs	5.00
	<b>TOTAL</b>	<b>100%</b>

d. For buildings where construction has commenced and/or completed, all construction related dues need to be completed as demanded

e. Notwithstanding to whatever mentioned in this Agreement, the Allottee/s agrees and undertakes to make the payment of the entire balance Sale Consideration amount / all the balance payment slabs mentioned in the Payment Schedule on receiving Part Occupation Certificate/Occupation Certificate in respect of the said Premises without any objection or demur

5. **Details of Bank Account for the Real Estate Project :**

- |                        |   |  |
|------------------------|---|--|
| a. Bank Account Number | : | 5750000711070  |
| b. Bank Name           | : | HDFC BANK LTD.   |
| c. Branch              | : | Mulund (W)   |
| d. Bank Address        | : | 5/6/7, Jalaram Ashich Chs, Devidayal Road, Mulund (west),<br>Mumbai Maharashtra 400080 |
| e. IFSC Code           | : | HDFC0000652  |
| f. Account Name        | : | Marathon Ener-Gen LLP Marathon Nextown Jasper<br>Collection Escrow Account             |

6. **Details of Taxes to be paid by the Allottee/s for Premises :**

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**GOVERNMENT TAXES AS APPLICABLE ON ACTUALS**

a	Tax Deducted at Source	As Applicable*
b	CGST and SGST	As Applicable*
c	Stamp Duty	As Applicable*
d	Registration	As Applicable*
e	Property Tax	As Applicable*
f	Any Applicable Tax/Cess/Duty as may be applicable from time to time	As Applicable*

**7. Maintenance Charges :**

QUARTERLY MAINTENANCE CHARGES		Amount
a	Maintenance Charges/Outgoings for Premises **	5,580.00
b	Maintenance Charges for Car Parking **	0.00
c.	Layout Maintenance Charges ** (to be paid till the conveyance of the Larger Land in favour of the Apex Body)	837.00

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

Note: Maintenance Charges mentioned in clause 7(a) to 7(c) are exclusive of GST and the Allottee/s shall be required to pay the applicable GST separately. The Maintenance charges are provisional in nature and may increase over a period of time.

**8. Other Charges :**

Sr.no.	MISCELLANEOUS CHARGES ( PAYABLE BEFORE POSSESSION )	Per Sq. ft.	Amount
1	Corpus Fund for Society	115.00/Sq. Ft.	42,780.00
2	Adhoc Maintenance Deposit (24 months)	120.00/Sq. Ft.	44,640.00
3	Adhoc Layout Maintenance Deposit (24 months)	18.00/Sq. Ft.	6,696.00
	<b>TOTAL MISCELLANEOUS CHARGES</b>		<b>94,116.00</b>
	* Property Tax and Other Taxes as applicable		

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## Maharashtra Real Estate Regulatory Authority

### CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT FORM 'F' [See rule 7(2)]

This extension of registration is granted under section 6/7 of the Act, to the following project: *Project: MARATHON NEXTOWN JASPER* Plot Bearing / CTS / Survey / Final Plot No.: 140,141/2,141/1,142/3,220/1B,220/2,220/5,232 at *Thane (M Corp.), Thane, Thane, 421201* registered with the regulatory authority vide project registration certificate bearing No P51700049449 of

1. *Marathon Ener-Gen* having its registered office / principal place of business at *Tehsil: Kurla, District: Mumbai Suburban, Pin: 400080.*

2. This renewal of registration is granted subject to the following conditions, namely:-

- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 (2) of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;

OR

That entire of the amounts to be realised hereinafter by me/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 up to 30/12/2028 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 6/7 of the Act read with rule 7 the Act.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



Dated: 29/02/2024

Place: Mumbai

Signature valid

Digitally Signed by

Dr. Vasant Premchand Prabhu








(Secretary, MahaRERA)

Date: 29/02/2024 12:00:42

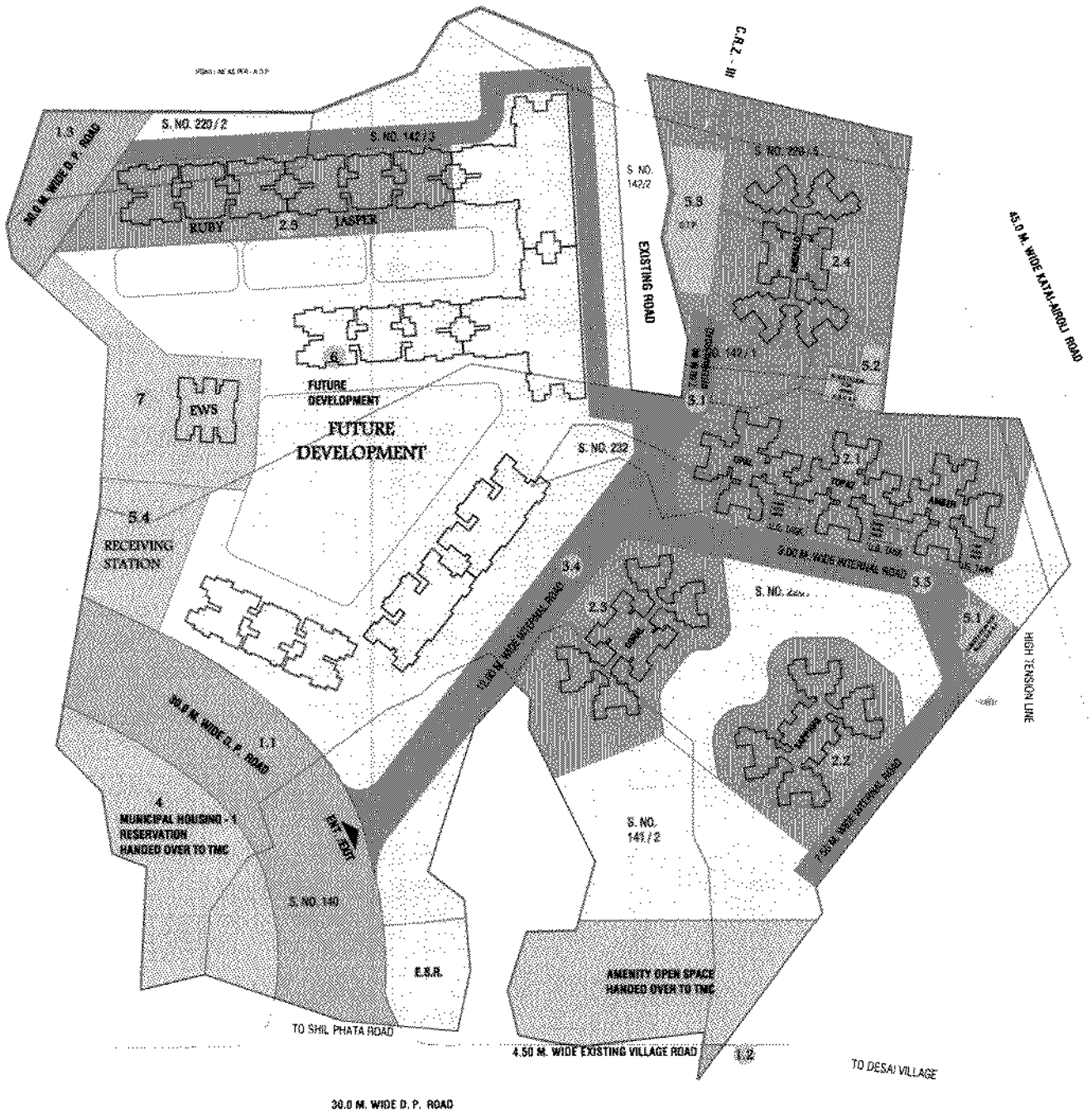
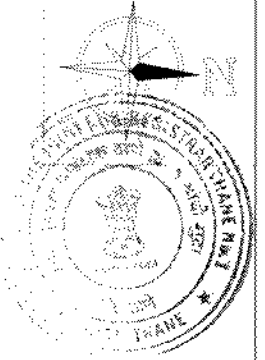
Signature and seal of the Authorized Officer  
Maharashtra Real Estate Regulatory Authority

**LEGENDS**

ANNEXURE "13"

-  D.P. ROAD (1.1 TO 1.3)
-  BLDG. OPAL, TOPAZ, AMBER, SAPPHIRE, CORAL, EMERALD, RUBY & JASPER (2.1 TO 2.5)
-  INTERNAL ROAD (3.1 TO 3.4)
-  MUNICIPAL HOUSING RESERVATION (4)
-  SERVICES (5.1 TO 5.4)
-  FUTURE DEVELOPMENT (6)
-  EWS BUILDING (7)

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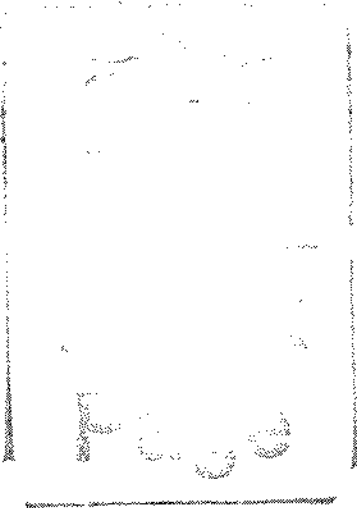
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PROJECT TITLE :- MARATHON NEXTOWN  
 FOR :- LAYOUT PLAN (PROPOSED LAYOUT)



MATRIX  
 702, MARATHON MAX  
 MULUND-GOREGAON LINK RD.  
 MULUND (W)  
 CORPORATE OFFICE:- 67728484

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**ANNEXURE "14"**

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

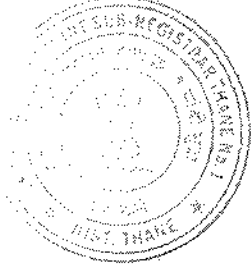
Sr. No.	Internal Amenities	Brand	Price
1	The structure shall be of R.C.C. with excellent exterior elevations on all four sides.	ट न ३ ९ वस्तु ६३३ वे ए ०	
2	Lifts with spacious and decorative entrance passage shall be provided.	Make ThyssenKrupp/Schindler/Kone/Omega/City Lift or equivalent.	-
3	All rooms with vitrified tiles flooring.	Make Kajaria/Nitco/Johnson/Somany/Simpolo/Exarro or equivalent of size 600mm x 600mm	Rs.36/- per Sft.
4	Walls and ceiling shall be painted	Acrylic Emulsion paint. Godavari/Asian Paint/Berger/Nitco/Dulux or equivalent.	-
5	Granite Kitchen platform with Sink Stainless Steel	S.S. Sink Satin Finish Carysil/Frankie/Nirali or equivalent	Rs.2100/- per no.
6	Kitchen wall above platform shall be finished with Ceramic Tiles up to 2' height and painted in Acrylic Emulsion paint above 2'.	Kajaria /Nitco /Johnson/Somany/Simpolo or equivalent of size 300mm x 450mm	Rs.28/- per Sft
7	All the Toilets shall be Designer's Toilets with Ceramic tiles	Kajaria/Nitco/Johnson/Somany/Simpolo or equivalent of size 1) 300x 450mm for Dado 2) 300x300mm for Flooring	Rs.28/- per Sft.
8	All the Toilets shall have concealed plumbing with I.S.I. quality fittings	ISI Make	
9	a) All the Common Toilets shall have 3 liter instant geyser for hot water facility, b) Chrome finish bathroom fittings and sanitary ware of ISI approved company.	Instant geyser -Venus/ Racold/ Spherehot/ Rocket/ Jaquar or equivalent CP & Sanitary fittings -Jaquar / ROCA /Parryware/ CERA or equivalent.	Rs.2100/- per no. (Instant geyser)
10	All the Windows shall be made of powder Coated Aluminum	Jindal/Hindustan Aluminum/ Global/Bonco or Equivalent sections	
11	Door Frame and Shutter 1) Room shutters shall be of 35mm thk Flush doors with both side laminated 2) All the toilet shutters shall be both side laminated. Shutters shall be of	a) Door Frame- Red Merandi/WPC (Wood Plastic Composite) b) Door Shutter-Kalpataru/ Shreeji/ Sanghvi/ Sunrise	Rs.205/-Sft
12	Intercom system at security gate for the communication in each flat shall be provided. M.T.N.L. telephone wiring shall be concealed.	ISI Make	-

*Awant*

*Abha*

13	Provision for T.V. cable connections in each flat shall be provided with concealed Plug Points.	Cable Make - Polycab / KEI / Finolex or equivalent.	-
14	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.	-
15	All the Electrical wiring shall be concealed and flat will be having Copper/Aluminium wire. Circuit Breakers shall be provided in place of Fuses.	Copper/Aluminium wire of makes - Polycab / KEI / Finolex or equivalent. Circuit make - ABB /Schneider /L&T /Anchor/ Siemens or equivalent.	-

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**POWER OF ATTORNEY  
FOR LODGING DOCUMENTS  
(WITH OUT CONSIDERATION)**

करल  
2022 9 20

TO ALL TO WHOME THESE PRESENTS SHALL COME WE, DWARKANATH K. RAO, Senior Manager cum Authorised Signatory and BABULA MAHARANA Authorised Signatory of Marathon Ener-Gen LLP having office at 702, Marathon Max, Mulund-Goregaon Link Road, Mulund (W), Mumbai 400 080 SEND GREETINGS :

**WITNESSES**

- (i) WE, DWARKANATH K. RAO, Senior Manager cum Authorised Signatory and BABULA MAHARANA Authorised Signatory of Marathon Ener-Gen LLP have hereby authorised by the Company to sign and execute any deed or document, Mortgage Deed, Conveyance, Conveyance, Lease Deed etc. for project at village - Denai, Thane, Thane board resolution dated February 13, 2015 and June 25, 2024 in respect of this project known as "Marathon NextTown".
- (ii) As Authorised for Signature of Marathon Ener-Gen LLP for project at Thane namely "Marathon NextTown", We intend to execute deeds and documents of premises being constructed on the property.
- (iii) We are desirous of appointing (1) Itendra Sakharam Pawar (2) Robin Varghese Mathew (3) Yogesh Subhash Panchal and (4) Deepak Kumar Pattanayak who are our employees at presently.
- (iv) In future if any of the employees leave our organization then this Power of Attorney shall stand revoked automatically effective from the date of such terminate and they confirmed individually not to act on Power of Attorney beyond such date by signing hereunder:

Sign of Itendra Sakharam Pawar: \_\_\_\_\_  
 Sign of Robin Varghese Mathew: \_\_\_\_\_  
 Sign of Yogesh Subhash Panchal: \_\_\_\_\_  
 Sign of Deepak Kumar Pattanayak: \_\_\_\_\_

NOW KNOW YE ALL MEN AND THESE PRESENTS SHALL WITNESSETH THAT WE, DWARKANATH K. RAO, Senior Manager cum Authorised Signatory and BABULA MAHARANA Authorised Signatory of Marathon Ener-Gen LLP, do hereby nominate, constitute and (1) Itendra Sakharam Pawar (2) Robin Varghese Mathew (3) Yogesh Subhash Panchal and (4) Deepak Kumar Pattanayak as our true and lawful attorneys to jointly or severally do the following:

- 1. To Present and lodge in the office of the Sub-Registrar of Assurances and to admit execution of any deeds or documents and to do all the acts necessary for registering the said deeds or documents, Mortgage Deed, Re-Conveyance, Conveyance, Lease Deed etc. signed by us severally related to the project known as "Marathon NextTown" at village - Denai, Thane, within the limits of the Thane Municipal Corporation.
- 2. This Power of Attorney supersedes the Power of Attorney issued earlier and shall stand revoked automatically effective from the date of resignation/termination of employment by the Company of such attorney/ies or within 3 years from the date of execution of this power attorney whichever is earlier and the attorney confirms the same not to act on the basis of this Power of Attorney beyond such date of termination by signing hereunder.

करल  
दस्तावेज क्र. 10636  
22 90

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

IN WITNESS WHEREOF, WE have hereunto set and subscribed our hands and signatures to this writing on the 20th day of August, 2024.

**THE SCHEDULE HEREIN ABOVE REFERRED TO**

All those pieces and parcels of land lying, being and situated at Village - Denai, Taluka - Thane, District - Thane, within the limits of Thane Municipal Corporation bearing:

Sr.No.	Survey No.	Hissa No.	Area (Sq.mtrs)
A	140	1	2770
B	140	2	70
C	141	2/A	4040
D	141	2/B	280
E	142	1	1100
F	142	2	1100
G	220	1/A	1100
H	220	1/B	1100
I	220	2/A	1100
J	220	2/B	1100
K	232	-	49350
Total ->			49350

Signed Sealed And Delivered by the withinnamed Marathon Ener-Gen LLP through its Senior Manager cum Authorised Signatory MR. DWARKANATH RAO vide Resolution dated 13/02/2015 and Authorised Signatory MR. BABULA MAHARANA vide Resolution dated 25/06/2024

In the presence of:  
 1. Shivaji Pawar  
 2. Jai Singh

**WE ACCEPT AND CONFIRM:**

ITENDRA SAKHARAM PAWAR

ROBIN VARGHESE MATHEW

YOGESH SUBHASH PANCHAL

DEEPAK KUMAR PATTANAYAK

**Form 2  
Incorporation Document and Subscriber's Statement**

Note: All fields marked with \* are to be mandatorily filled.

**PART A  
Incorporation Document**

1. Service Request Number (SRN) of Form 1: 1150649820

2. Name of the LLP: MARATHON ENER-GEN LLP

3. State in which the registered office of the LLP is to be situated: Maharashtra

4. Name of the office of Registrar in which the LLP is to be registered: Registrar of Companies Mumbai

5. Address of registered office of the LLP:  
 702, MARATHON MAX, AT: GP MULUND - GOREGAON LINK ROAD, OFFICE 1 & 2, MARATHON MULUND (WEST), MUMBAI - 400080, Maharashtra

6. Business activities to be carried out by the LLP on incorporation:  
 To carry on the business of generation of Power by any conventional or non-conventional source: Nuclear, Bio-mass, Wind, Solar, Geothermal, Hydro, Wind Energy, Diesel or Fuel or any other method for electricity generation as well as for power generation, distribution, supply to others, on commercial basis or other considerations, to manufacture or deal in all forms of electrical energy required for or capable of being used in industrial, residential, etc.

7. Based on business activities, enter main division of industrial activity of the LLP: 28100

8. Number of partners: 2

9. Details in respect of partners:  
 (a) Category of partner: Designated partner  
 (b) DIN of Designated partner: 5014238  
 (c) Whether resident in India: Yes  No   
 (d) Name: BABULA MAHARANA  
 (e) Residential address: 704H  
 (f) Name: DWARKANATH K. RAO  
 (g) Residential address: 704H

10. PAN: 22MPT72843D

11. Permanent Residential Address:  
 Line 1: RNO 1, GR FL., KAILASH BUNGLOW, 3RD GARDEN, DEVIDAYAL ROAD, MULUND (WEST), MUMBAI CITY, Maharashtra, India. Pin Code: 400080. Phone: 228772843D. Email: babula@marathonenergy.com

12. Present Residential Address:  
 Line 1: RNO 1, GR FL., KAILASH BUNGLOW, 3RD GARDEN, DEVIDAYAL ROAD, MULUND (WEST), MUMBAI CITY, Maharashtra, India. Pin Code: 400080. Phone: 228772843D. Email: babula@marathonenergy.com

13. Form of contribution: CASH  
 Monetary value of contribution (in ₹) in figure: 50,000  
 in words: Fifty Thousand Only

14. If already a partner of limited liability partnership (LLP) or director of a company, specify the following (in case partner or director in more than five LLP(s) and companies each, attach separate sheet as an attachment):  
 (a) No. of limited liability partnership(s) in which he is a partner: 1  
 (b) No. of Company(s) in which he is a director: 0

# MARATHON ENER-GEN LLP

Regd. Off: 702, Marathon Max, Jn. Mulund-Goregaon Link Road, Mulund (W), Mumbai 400080  
 LLP No. AA-4373  
 Tel: 022-47724846 Fax: 022-47724822

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

करल ४  
 २०१५  
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"RESOLVED THAT Mr. Dwarikanath Rao, Authorized Signatory be and is hereby authorized to enter sale agreement for sale of residential and / or commercial units constructed / to be constructed at Desai Village, Taluka Thane, District Thane bearing Survey nos. mentioned below in the project known as "MARATHON NEXTOWN":

Sr. No.	Survey No.	Hissa No.	Area (Sq.mtrs)
a	140	-	3360
b	142	1	1100
c	142	3	14200
d	220	1B	25900
e	220	2	1800
f	220	4C	1300
g	220	5	3200
h	232	-	450
i	141	2	4320
Total			57630



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

Certified True Copy For MARATHON ENER-GEN LLP

*Dwarikanath Rao*  
 DESIGNATED PARTNER



# MARATHON

www.marathon.in

करल ४  
 २०१५  
 २०

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE MEETING OF DESIGNATED PARTNERS OF MARATHON ENER-GEN LLP HELD ON TUESDAY, 25TH JUNE, 2024 AT THEIR REGISTERED OFFICE AT 702, MARATHON MAX, JN. OF MULUND-GOREGAON LINK ROAD, MULUND WEST, MUMBAI 400080.

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

No.	Hissa No.	Area (Sq.mtrs.)
1	-	5360
2	1	1100
3	3	14200
4	1B	25900
5	2	1800
6	4C	1300
7	5	3200
8	-	450
9	2	4320
TOTAL		57630

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

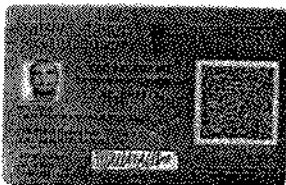
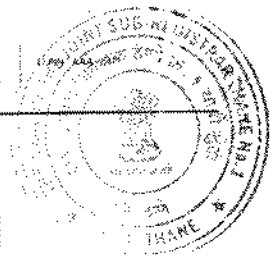
CERTIFIED TRUE COPY For MARATHON ENER-GEN LLP

*Babula Maharsana*  
 KAIVALYA C. SHAH  
 DESIGNATED PARTNER



MARATHON ENER-GEN LLP  
 702, Marathon Max, Mulund-Goregaon Link Road, Mulund (W), Mumbai - 400 080  
 Tel: 022-47724846 Fax: 022-47724822  
 E: info@marathonenergy.com

करल ४  
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 दस्त क्र. ७६३६/२०१५  
 ७३ ६०



*Dwarikanath Rao*



702, Marathon Max, Mulund-Goregaon Link Road, Mulund (W), Mumbai - 400 080



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7194 5522 6577

करल ४  
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भारत सरकार  
 Government of India

भारतीय रिजर्व बैंक  
 Reserve Bank of India

7194 5522 6577  
 7194 5522 6577

भारतीय रिजर्व बैंक  
 Reserve Bank of India



MARATHON ENER-GEN LLP  
 702, Marathon Max, Mulund-Goregaon Link Road, Mulund (W), Mumbai - 400 080

BAKULA U. MAHARSANA

Dept: SALES  
 Regd. No.: 801024

आधार - सामान्य माणसाचा अधिकार

3361 1982 2627

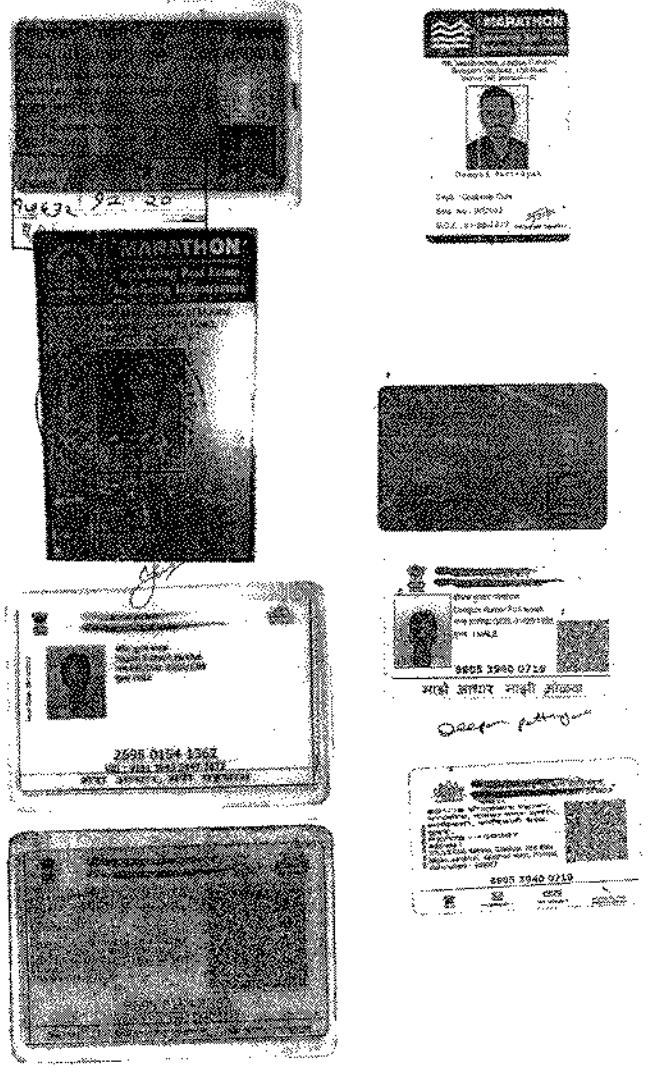
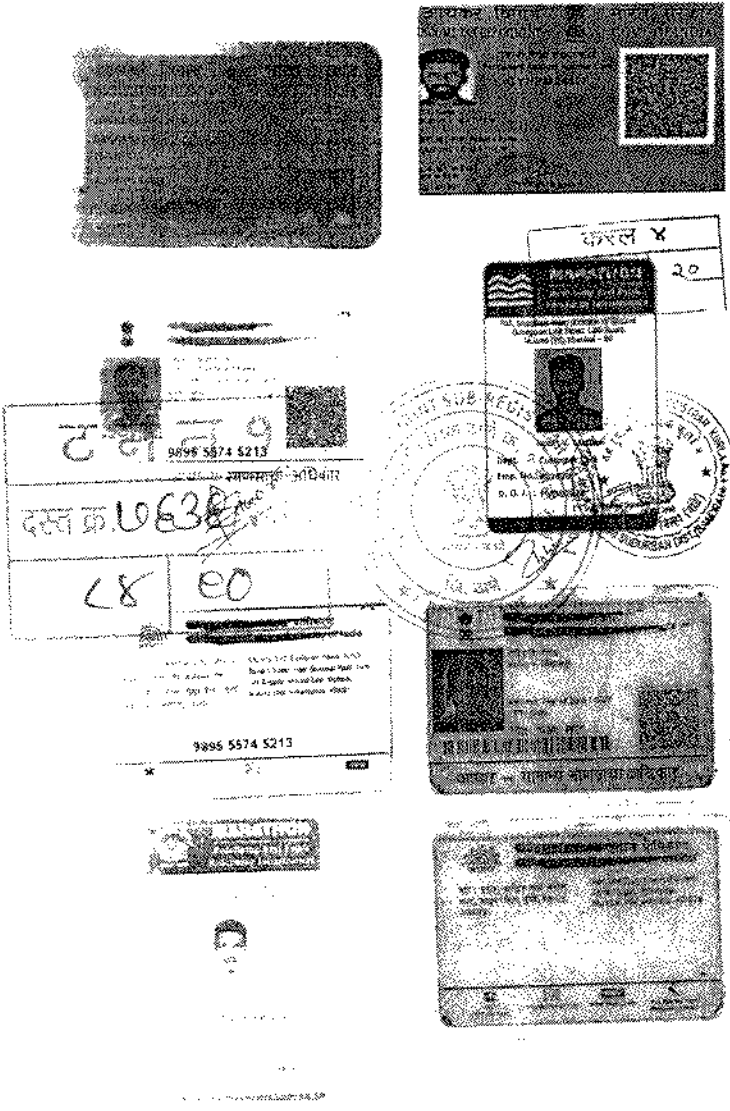
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3361 1982 2627

आधार - सामान्य माणसाचा अधिकार

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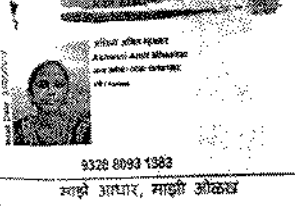
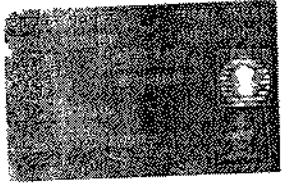
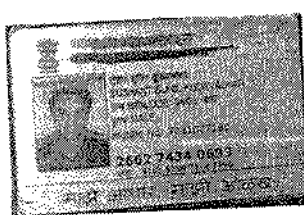
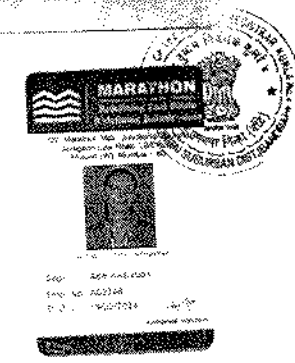
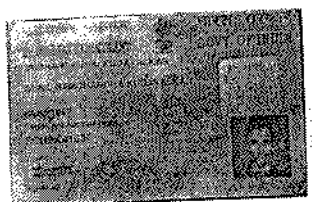
Aadhaar - Aam Aadmi ka Adhkar



आयकर विभाग  
INCOME TAX DEPARTMENT  
MARATHON ENER-GEN LLP  
07/09/2011  
AAUFM8302P

भारत सरकार  
GOVT OF INDIA

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CHALLAN  
MTR Form Number-6

FORM	ISSUING OFFICE	BANCODE	DATE	FORM NO.	REF.
Department	Income Tax General or Registration		29/09/2011 12:45:52		
Type of Payment	Stamp Duty				
Office Name	MUMBAI				
Location	MUMBAI				
Year	2011-2012				
Account Head Details	Account in Rs.				
10000001	Stamp Duty	500.00			
10000002	Registration Fee	100.00			
Pay/Bank No.		Pay/Bank No.		Pay/Bank No.	
Road/Street		Road/Street		Road/Street	
Town/City/District		Town/City/District		Town/City/District	
Remarks (if Any)		Remarks (if Any)		Remarks (if Any)	
Amount in Words		Amount in Words		Amount in Words	
500.00		500.00		500.00	
FOR USE IN RECEIVING BANK		FOR USE IN RECEIVING BANK		FOR USE IN RECEIVING BANK	
Cheque/DD Details		Cheque/DD Details		Cheque/DD Details	
Bank Name		Bank Name		Bank Name	
Branch Name		Branch Name		Branch Name	
Account No.		Account No.		Account No.	
Date		Date		Date	
Discharge No.		Discharge No.		Discharge No.	
Validly unknown		Validly unknown		Validly unknown	
Sl. No.		Sl. No.		Sl. No.	
Remarks		Remarks		Remarks	
Discharge No.		Discharge No.		Discharge No.	
Discharge Date		Discharge Date		Discharge Date	
Lives to		Lives to		Lives to	
Discharge Amount		Discharge Amount		Discharge Amount	
1		1		1	
2		2		2	
Total Discharge Amount		Total Discharge Amount		Total Discharge Amount	
600.00		600.00		600.00	

9326 8093 1983  
मार्गे अराधर, मार्गे ओकरा



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03/09/2024 4:14:35 PM

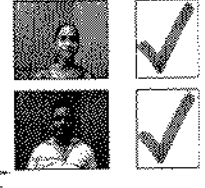
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1	... ... ...	...		✓
2	... ... ...	...		✓
3	... ... ...	...		✓
4	... ... ...	...		✓
5	... ... ...	...		✓
6	... ... ...	...		✓

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दस्तावेज क्रमांक: 9E/20

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दस्तावेज क्रमांक: 9E/20

क्र.	Purchaser	Type	Verification no/Vendor	QR/M_License	Amount	Upload No	Deface Number	Deface Date
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2		DHC		0724088511020	400	887	07240885110200	03/09/2024
3	MARATHON EHER-GEN LLP	eChattan		MH0004431087202425E	100	887	0003415028202425	03/09/2024

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

17/09/2024

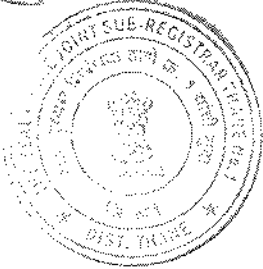
1. Verify Scanned Document for correctness through manual (1 copy in a soft printed after scanning)
2. Get job immediately after registration

करल ४  
१७/०९/२०२४

१७/०९/२०२४  
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१७/०९/२०२४



ट न न ९  
दस्ता क्र १७०३६/२०२४  
CE EO



### हमीपत्र

सदरचे हमी पत्र आज दिनांक १७ भाहे १० सन २०२४ रोजीचे दिवशी.

याद्वारे घोषित करण्यात येते की, या दस्तासोबत निवासी/व्याजिज्य या स्थावर मिळकतीसोबत वाहन तळ विकत देण्यात/ विकत घेण्यात आलेले नाही.

लिहून देणा-याची सही Murcanallos  
लिहून घेणा-याची सही abwant  
Neha



आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card  
JSGPS6393F

नाम / Name  
ADITYA AJIT SAWANT

पिता का नाम / Father's Name  
AJIT KHEMAJI SAWANT

22/04/1999

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card  
DUVPR6454D

नाम / Name  
NEHA RAJENDRA PATANKAR

पिता का नाम / Father's Name  
RAJENDRA VASANT PATANKAR

जन्म तिथि / Date of Birth  
30/05/1999

हस्ताक्षर / Signature

टन नं 9  
दस्ता क्र U63E/2028  
LU EO  
भारत सरकार



भारत सरकार  
Government of India

भारतीय विशिष्ट ओळख प्राधिकरण  
Unique Identification Authority of India

नेहा राजेंद्र पाटणकर  
NEHA RAJENDRA PATANKAR

जन्म तारीख / DOB: 30/05/1999

महिला / FEMALE

Mobile No.: 9822663 168

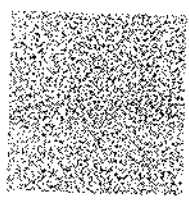
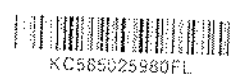
आधार हा ओळखीचा पुरावा आहे, नागरिकत्व किंवा जन्मतारखेचा नाही.  
Aadhaar is proof of identity, not of citizenship or date of birth.

8815 6967 2121

माझी आधार , माझी ओळख

आधार क्रमांक / Enrollment No 0000/00533/44455

Aditya Ajit Sawant  
अदित्य अजित सावंत  
S/O Aji Sawant,  
1/304 Sai Pragna Apartment Near Vikas Bus Depot,  
Vikhro East  
W/S Mumbai PO Tagora Nagar  
District Mumbai-Suburban  
Dist. Maharashtra, PIN Code: 400708  
Phone: 04925121142



आपला आधार क्रमांक / Your Aadhaar No. :  
**7708 0161 2990**  
माझी आधार, माझी ओळख

भारतीय विशिष्ट पहचान प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता  
27/B राजेंद्र पाटणकर, रूम नं 201, ठाणे बेलपूर रोड दिग्दा,  
ओम साई अपार्टमेंट, नवी मुंबई, (सेली, ठाणे,  
महाराष्ट्र - 400708

Address:  
D/O Rajendra Patankar, Room no 201, Thane Belapur  
Road Digha, Om Sai Apartment, Navi Mumbai, PO,  
Airoli Dist Thane Maharashtra - 400708

8815 6967 2121

1947 | help@uidai.gov.in | www.uidai.gov.in

भारत सरकार  
GOVT. OF INDIA

आधार

अदित्य अजित सावंत  
Aditya Ajit Sawant  
जन्म तारीख / DOB: 22/04/1999  
पुरुष / Male

7708 0161 2990

Sawant

Neha

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

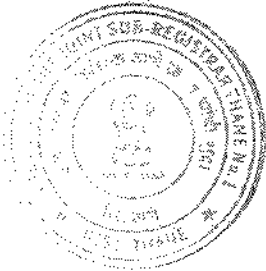
MARATHON ENER-GEN LLP

07/09/2011

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दस्तावेज नं. 10E3E/2011
CC   EO



भारत सरकार  
GOVT. OF INDIA

INCOME TAX DEPARTMENT  
SUSHANT SUNIL KUDAVALKAR  
SUNIL RANCHANDRA KUDAVALKAR

04/08/1997  
PAN Card Account Number  
ECHPK4163F

Signature

भारत सरकार  
GOVERNMENT OF INDIA

सुशान्त सुनिल कुडावल्कर  
SUSHANT SUNIL KUDAVALKAR  
जन्म तिथि/DOB: 04/08/1997  
पुरुष/ MALE  
Mobile No: 7021077180

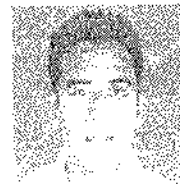
2662 7434 0633  
VID: 916L 6756 7114 7790

माझ आधार, माझी ओळख

*Sushant Kudavalkar*



102, Marathon Mall, Junction of Marolli  
Nagar, Goregaon East, Road, 400 035, Mumbai  
Mumbai (W) Mumbai - 40



Deepak Ghag

Dept: Administrator

Emp. No: 090041

D.O.J.: 09-05-2007

*Deepak Ghag*

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

DEEPAK SUBHASH GHAG  
SUBHASH CAJANAN GHAG

25/06/1986

AX8PG3631R

*Dr. Ghag*



*Dr. Ghag*



भारत सरकार  
GOVERNMENT OF INDIA

दिएक सुभाष घाग  
Deenak Subhash Ghag  
जन्म तिथि / DOB: 25/06/1986  
पुरुष / MALE

6182 4976 1129



आयकर - आम आदमी का अधिकार

73/7636

मंगळवार, 15 ऑक्टोबर 2024 3:03 म.नं.

दस्त गोषवारा भाग-1

टनन1 7636

दस्त क्रमांक: 7636/2024

दस्त क्रमांक: टनन1 /7636/2024

बाजार मूल्य: रु. 17,87,821/-

मोबदला: रु. 33,56,436/-

भरलेले मुद्रांक शुल्क: रु.2,35,000/-

दु. नि. सह. दु. नि. टनन। यांचे कार्यालयात

पावती:11352

पावती दिनांक: 15/10/2024

अ. क्र. 7636 वर दि.15-10-2024

सादरकरणाचे नाव: आदित्य अजित सावंत

रोजी 3:01 म.नं. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1800.00

पृष्ठांची संख्या: 90

Account

दस्त हजर करणाऱ्याची सही:

एकुण: 31800.00

Sub Registrar Thane 1

Sub Registrar Thane 1

दस्ताचा प्रकार: करारनामा

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

शिक्का क्रं. 1 15 : 10 : 2024 03 : 01 : 39 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 15 : 10 : 2024 03 : 02 : 36 PM ची वेळ: (फी)

