# महाराष्ट्र शासन VERNMENT OF MAHARASHTRA सुरक्षित बँक व कोषागार पावती URED BANK & TREASURY RECEIPT (e-SBTR)

Bank/Branch: PNB/POWAI (870900)

16283144677470 Stationery No: 16283144677470

Pmt Txn id : 230920M265201 Pmt DtTime : 23-09-2020@12:12:34

Print DtTime: 23-09-2020@14:44:22 GRN : MH004679704202021S GRAS

ChallanIdNo: 03006172020092350068 District : 1201/THANE

Office Name : IGR114/THN2\_THANE 2 JOINT

StDuty Schm: 0030046401-75/Sale of Other NonJudicial Stamps SoS StDuty Amt : R 5,58,600/-(Rs Five, Five Eight, Six Zero Zero only)

Rgnree Schm: 0030063301-70/Ordinary Collections IGR Rgnree Amt : R 30,000/-(Rs Three Zero, Zero Zero Zero only)

: B25/Agreement to sale/Transfer/Assignment

Consideration: R 1,86,16,100/-Article

Prop Descr : FLAT NO 2804, FLAMINGO, , HIRANANDANI, , ESTATE, GHODBUNDER, ROAD, THANE (W

),Maharashtra

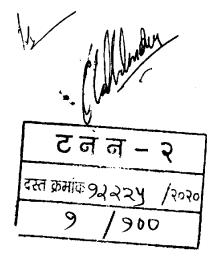
Duty Payer: (PAN-BBKPB7072F) MADHUSUDAN MAHARUDRA BHOR

Other Party: (PAN-AAACR7605K) ROMA BUILDERS PVT LTD

official1

& Signature Bank official? Name Please write below this line --- Space for customer/office use -





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#### **AGREEMENT FOR SALE**

in the Christian Year Two Thousand Twenty BY AND BETWEEN ROMA BUILDERS PVT.LTD.,

CIN: U70100MH1991PTC063439 a Company incorporated under the provisions of the

Companies Act, 1956, and having its Registered office at - 514, Dalamal Towers, Nariman Point,

Mumbai-400 021,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 successor/s

and permitted assigns) of the ONE PART;

AND

MR.MADHUSUDAN MAHARUDRA BHOR, having PAN: BBKPB7072F, hereinafter referred to as the "ALLOTTEE/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors and administrators and permitted assigns, in case of firm, its partners from time to time and his/her/their respective heirs executors and administrators of such survivor and in case of Company/LLP, its successors in interest and permitted assigns) of the OTHER PART;

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WHEREAS Smt. Guiabbai Pukhraj Jain and others (hereinafter referred to as the said

where) at all material times were seized and possessed of or otherwise well and sufficiently

entitled as owners to pieces and parcels of land or ground situate, lying and being at Mauje

Kolshet, Taluka and District Thane and within the limit of Thane Municipal Corporation and more

Roisnet, Taluka and District Triane and within the limit of Triane Municipal Corporation and Triole particularly described in the First Schedule hereunder written (hereinafter referred to as the said Larger Lands);

AND WHEREAS by the Development Agreement dated 05.12.2001 with the Promoter the said Owners agreed, to grant development rights to the Promoter in respect of the said Larger Lands for the consideration and on the terms and conditions as contained therein;

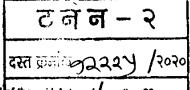
AND WHEREASby an under Development Agreement dated 16.04.1998 executed by Smt. Mathurabai Gana Tare and others have granted Development Rights in respect of Survey/Hissa Nos. 163/2 and 276 out of the larger lands for consideration and on terms and conditions recorded therein in favor of the Promoter.

Bab Colliciant dail and others and have granted Development Rights in respect of the larger lands consideration and on terms and conditions recorded therein in favor of the Promoter.

Agglomeration, and 8 kms. peripheral area to Greater Bornbay Agglomeration by his order under Section 8 (4) of the Urban Land (Ceiling and Regulation) Act 1976, (since repealed) (hereinafter referred to as the said Act) allowed and permitted to the said Owners to hold 2500.00 sq.mtrs. out of Survey/Hissa No. 163/2 of the said Larger Lands vide his order bearing No. ULC/TA/T-3/Kolshet/SR-195 dated /12/2001.

AND WHEREASAdditional Collector and Competent Authority (Urban Land Ceiling)

Thane Urban Agglomeration allowed and permitted the said Owners to hold 19696.00 sq.mtrs.surplus land out of the said Larger Lands described in the First Schedule hereunder



written and exempting them from the provisions of Chapter III of the said Act under session 20 as contained in the order bearing No. ULC/TA/W.S.H.S.20/Special Dispension Scheme/SR-1187 dated 05.04.2002.

AND WHEREASthe Collector Thane and Competent Authority appointed under the Maharashtra Land Revenue Code, 1966 vide it's Order bearing No. Rev/D-1/T-1/NAP/SR 107/2003 dated 17.09.2003 granted permission for non-agricultural use to the residential purposes interalia, in respect of Survey/Hissa nos 163/2 and 276 out of the said larger lands.

AND WHEREAS in pursuance of the aforesaid agreement the said Owners have handed over vacant possession of the said Larger Lands to the Promoter with right to deal with, to develop and to sell flats and other premises constructed thereon as the Promoter and/or their nominees/assignees may deem fit; and to enter into Agreement/s with the purchaser/s of the flat to receive the sale price in respect thereof;

No.91140/2D/TMC/TDD/268 dated 31.03.2016 granted are not promoter for construction of various residential buildings on the land more particular described. Permission/Commencement Certificates are collectively annexed hereto marked with ANNEXURE 'A':

AND WHEREAS Sharmistha Mukerjee - Shinde, the Architect of the Promoter has issued the Certificate dated 19.07.2017 stating that the Residential Building being "FLAMINGO" (Building No. 59) in the project popularly known as 'SKYLARK ENCLAVE', situated at 'HIRANANDANI ESTATE behind Municipal Commissioner Bungalow, Patlipada, Ghodbunder Road, Thane, (hereinafter referred to as the said building) proposed to be constructed on the portion of area admeasuring 562.49 sq. mtrs. (hereinafter referred to as the Project Land) more

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particularly described Secondly in the Second Schedule hereunder written (hereinafter referred to as the said property), further Sharmistha Mukerjee - Shinde, the Architect of the Promoter has issued the Certificate dated 29-Nov-2018 after amended Commencement Certificate dated 2.11.2018. The authenticated copies of the Architect's Certificates are collectively annexed hereto marked with ANNEXURE 'B':

AND WHEREAS Sharmistha Mukerjee - Shinde, the Architect of the Promoter has issued the Certificate of Percentage of Completion of Construction Work of the said building, along with Table C, disclosures with respect to the said building and the layout stating therein that due to change in layout interalia of the said building from 4 to 3 buildings, changes in the floors of the said building, now revised to 28 floors as per revised amended Commencement Certificate, also stating change in parking requirements, change in number of basements, extent of basement and extent of podium. Also the proposed club-house in the layout will be revised alongwith other changes/amendments as proposed therein and the Allottee/s has agreed to purchase the said Apartment based on the proposed construction/amendments as mentioned therein. A layout plan interalia of the said building, approved/sanctioned from the Municipal Satisfie E Color

Lbe uploaded on the Authority's website.

EXPEREAS the Promoter is/are entitled to allot and sell Apartments, garages, and ting spaces in the Building 'FLAMINGO', (Building No.59) Lower Basement (Pt) +

ment (Pt)+ Stilt+25 Floors as per commencement certificate dated 31.3.2016 and

Basement + Ground/Stilt + 28 floors approved as per amended permission/commencement certificate dated 02.11.2018, by the Thane Municipal Corporation being constructed on the Project Land. The authenticated copies of the plans and Commencement Certificate as aforesaid are being uploaded on the website of the Authority;

AND WHEREAS the revenue record i.e. 7/12 Extract in respect of the said property stand in the names of the said Owners and the authenticated copy of the said 7/12 Extract is annexed hereto and marked as Annexure 'C';

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AND WHEREAS the title of the said Owners together with the Promoter to the said property has been certified by S.M.Karnik and Ajay S. Yadav Advocates, and the copy of the same is annexed hereto and marked as Annexure'D';

AND WHEREAS the Promoter has/have agreed to sell and the Allottee/s has/have agreed to purchase an Apartment No. 2804 on 28th floor of the said Building, admeasuring 87.98 sq. mtrs. which is equivalent to 947 sq. ft. (carpet area), as per the definition under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the 'said Act')along with balcony area and enclosed balcony (if any) admeasuring 6.34 sq. mtrs. which is equivalent to 68 sq. ft. carpet area totaling to 94.32 sq. mtrs. which is equivalent to 1015 sq.ft. carpet area(and 91.14 sq.mtrs. equivalent to 981 sq.ft. (carpet area) as per the definition under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, sale, management and transfer) Act, 1963) (hereinafter referred to as the said MoFA") hereinafter referred to as "the said Apartment", along with the benefit to use Mechanised Car Parking/s (if applicable), for the consideration and on the said Apartment", along with the benefit to use

AND WHEREASthe Promoter have registered the Project under the Proj

no. P51700001611 authenticated copy is attached in Annexure 'E';

conditions hereinafter appearing;

AND WHEREAS the Promoter have appointed a Structural Engineer for the preparation of the structural design and drawings of the said building and the Promoter accept the professional supervision of the Architect and the Structural Engineer till the completion of the said building;

AND WHEREAS by virtue of the Development Agreements/Power of Attorneys and aforesaid documents, the Promoter alone have sole and exclusive right to sell the Apartment and

टल ल – २ other Apartments in the said Building and to enter into agreement/s with the Allottee/s and to दरत क्रमांक १२२२ प्राप्त sale with the sale world eration in respect thereof;

AND WHEREASon demand from the Allottee/s, and the Promoter have given inspection to the Allottee/s of all the documents of title relating to the Project Land and the plans, designs and specifications provided by the Promoter' Architect Ms. Sharmistha Mukerjee – Shinde and of such other documents as are specified under the Said Act and the Rules and Regulations made thereunder;

AND WHEREASthe authenticated copies of Certificate of Title issued by the attorney at law or Advocates of the Promoter, authenticated copies of 7/12 extract showing the nature of the title of the said Owners and the Promoter to the Project Land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'D' and 'C' respectively;

AND WHEREAS the authenticated copies of the plan of the Apartment agreed to be purchased by the Allottee/s, annexed as Annexure 'F';

AND WHEREAS the Promoter has got some of approvals from the concerned planning authority of hane Municipal Corporation to the plans, the specifications, elevations, sections and of the said Edilding and shall obtain the balance approvals from various authorities from time to time, to also obtain Occupation Certificate of the said Building;

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AND WHEREAS while sanctioning the said plans, concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project Land and the said Building and upon due observance and performance of which only the occupation certificate in respect of the said Building shall be granted by the concerned planning authority of Thane Municipal Corporation;

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AND WHEREASthe Promoter has/have accordingly continenced the construction work of the said building in accordance with the said sanctioned / proposed plans:

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

AND WHEREAS prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of Rs. 19,13,000/- (Rupees Nineteen Lakhs Thirteen Thousand Only), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the 'Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter does hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

AND WHEREAS under Section 13 of the said Act the Promoter is required to execute a written Agreement for Sale of said Apartment to the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Mikhteel hereby agrees to purchase the Apartment and the garage/covered parking (if applicable).

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

1. The Promoter shall construct the said building consisting of Basement + Ground/Stilt + 28 floors on the portion (project land) out of the said property in accordance with the plans, designs and specifications as approved by the concerned local planning authority of the Thane Municipal Corporation from time to time. The Allottee/s consents and approves that the said

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isclosed to the

d for 25 floors and was proposed upto 29 floors with some were proposed in the layout interalia of the said building and the same flottee/s hereinbefore. The Thane Municipal Corporation has granted to

the Promoter amended permission/Commencement Certificate dated 02.11.2018 interalia for the

said building consisting of Basement + Ground/Stift + 28 floors.

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The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agree to sell to the Allottee/s Apartment No.2804 on 28th floor, of carpet area admeasuring 87.98 sq. mtrs. which is equivalent to 947 sq. ft. (carpet area), as per the definition under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the 'said Act')along with balcony area and enclosed balcony (if any) admeasuring 6.34 sq. mtrs. which is equivalent to 68 sq. ft. carpet area totaling to 94.32 sq. mtrs. which is equivalent to 1015 sq.ft. carpet area{and 91.14 sq.mtrs. equivalent to 981 sq.ft. (carpet area) as per the definition under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, sale, management and transfer) Act, 1963} (hereinafter referred to as "the said Apartment") in the building being known as "FLAMINGO" as shown in the Floor plan thereof hereto annexed and marked Annexure 'F' along with the benefits to use Two Mechanized Car Parking/s (if applicable), for the consideration of Rs.1.86.16.100/- including the proportionate price of the

areas and facilities appurtenant to the Apartment, the nature, extent and description of reas and facilities which are more particularly described in the Third Schedule

(b) The Mottee/s has paid on or before execution of this agreement a sum of Rs Rs.

(Rupees Nineteen Lakhs Thirteen Thousand Only) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of purchase consideration of Rs. 1,67,03,100/-Rupees One Crore Sixty Seven Lakhs Three Thousand One Hundred Only) in the following manner:-

As per Letter of Allotment dated 21.09.2020

Sr.	DETAILS	AMOUNT (in
		Rs.)
No.	to confication foo)	19,13,000/-
a)	On or before (including advance payment or application fee)	10,10,000

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1./	b)	On or Before <u>30.10.2020</u>	1,67,03,100/-
Marie	с)	equal installments of Rs /- each payable on completion of each slab commencing from slab upto slab.	
	d)	On Completion of Walls, Internal Plaster, Floorings, Doors and Windows of the said Apartment	
	e)	On Completion of Sanitary Fittings, Staircases, Lift Wells, Lobbies of the said Apartment	
	f)	On Completion of External Plumbing, External Plaster, Elevation, Terraces with Waterproofing of the Building or Wing in which the said Apartment is located.	
Mular	/g)	On Completion of the lifts, Water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, pavings of the areas appertain and all other requirements as may be prescribed in the Agreement of Sale of the building or wing in which the said Apartment is located.	
	h)	On Possession after receiving Occupancy Certificate	
		TOTAL (in Rs.)	1,86,16100/-

the time of making payment of sale consideration, which under the emerged provisions of Section 194 IA of the Income Tax Act, 1961, w.e.f.,1st September 2019 is income of Section 194 IA of the Income Tax Act, 1961, w.e.f.,1st September 2019 is income of Section 194 IA of the Income Tax Act, 1961, w.e.f.,1st September 2019 is income of Agreement Value and all Other Charges. Because of the economic squared arising of COVID-19 pandemic, the rates of TDS have been reduced by 25% and therefore for the period of Thank of the TDS challan/s along with Form 16B to us immediately after making payment.

1(c) The Total Prices above excludes taxes payable by the Allottee/s consisting of tax by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project upto the date of handing over the possession of the said Apartment.

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other increase in charges which may be levied or imposed by the competent authority, Local Bodies/Government from time to time. The Promoter undertake and agree that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/ regulation 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.

1(e) At the time of handing over the possession of the said Apartment, the Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/s by discounting such early payments @ 12% per annum for the period by which the respective installment has been preponed.

The Allottee/s shall pay all other amounts and moneys becoming due and payable as per the terms and conditions of this Agreement on their respective due dates without fail and without any delay or default as time in respect of the said payments is of the essence of the contract. The Promoter will forward to the Allottee/s intimation of the Promoter having carried out the aforesaid work to the E-mail ID and at the address given by the Allottee/s under this agreement and the Allottee/s will be bound to pay the amount of installments as per such intimation by e-mail or by courier at the address of the Allottee/s as given in these presents. The littlee/s lin case of delay or default, shall be liable to pay to the Promoter monthly compounded interestion abount due at 12% p.a. till the amount is paid to the Promoter.

The Allottee/s doth hereby confirm that, from the date of entering into this Agreement, it shall be the obligation of the Allottee/s to bear and pay any additional development charges for layout conditions and fulfillment thereof and the same shall be borne and paid by the Allottee/s along with the other Allottee/s in the said Building and Promoter shall not be responsible or liable to pay the same.

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1(h) The Promoter confirms that it is developing the Project Land with the use of Balance Floor Space Index ("FSI"), Additional FSI, Fungible FSI and Transferable Development Rights ("TDR") in accordance with the plans proposed/sanctioned by the concerned planning authority of Thane Municipal Corporation.

1(i) The Allottee/s shall be liable to pay to the Promoter, Service Tax, VAT and GST and/or any other taxes, charges etc. applicable to the allotment / sale of the Said Apartment payable to the Government / Semi Government Authorities and all authorities, including Central Government, State Government, Thane Municipal Corporation, etc. The Allottee/s shall also be liable to pay along with the consideration value, additional charges as contained in Clause 1(c) hereinabove. In case the Allottee/s have defaulted to make the aforesaid payment towards taxes to the concerned authorities, and the Promoter has paid on behalf of the Allottee/s, then Promoter is entitled to recover the same with interest and have the right to debit towards the Apartment consideration received/receivable.

The amount/s paid by the Allottee/s to the Promoter shall be appropriated firstly towards taxes payable by him/her, then towards interest payable for all outstanding installments towards consideration in respect of the Said Apartment, cheque bounce charges towards administrative expenses and lastly towards consideration/outstanding duesting besect of the Said Apartment.

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

2.1 The Promoter hereby agree/s to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee/s, obtain from the concerned local authority occupation certificate in respect of the Apartment.

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the time schedule for completing the project and handing over the Apartment to the

Allottee/s and the common areas to the association of the Allottee/s after receiving the occupancy certificate. Similarly, the Aliottee/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(b) hereinabove. ("Payment Plan").

- The Promoter hereby declare/s that as per Architect Sharmistha Mukerjee-Shinde's 3. Certificate dated 19.07.2017 and 29.11.2018 and Commencement Certificate dated 31.03.2016 and amended Commencement Certificate dated 02.11.2018 the F.S.I of the said building being 7899.13 square meters and 9164.70 square meters respectively.
- The Promoter has planned to utilize Floor Space Index by availing of TDR or FSI available 4. on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has/have disclosed E SEAL ON THE SEAL

intention to use any proposed F.S.I. in form of T.D.R and/or balance plot potential SUB. Proposed available on the project land shall be utilized by the Promoter in the said Project victions/s has agreed to purchase the said Apartment based on the proposed construction to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the entire FSI shall belong to Promoter only.

If the Promoter fail to abide by the time schedule for completing the project and handing 4. over the Apartment to the Allottee/s, the Promoter agree, subject to what has been stated in clause (7) hereunder, to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The allottee/s agrees to pay to the Promoter, interest as specified in the Rule, on all the amounts delayed payment

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which become due and payable by the Allottee/s to the I

Agreement from the date the said amount is payable by the Allottee/s to the Promoter

5. Without prejudice to rights of Promoter to charge the interest in terms of sub clause 1(f) hereinabove on the Allottee/s committing 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 proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of installments, the Promoter shall at its own option, may terminate this Agreement.

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the email address provided by the Allottee/s, of its intention to terminate this Agreement and 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 notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement and in such event the Allottee/s shall be liable to pay 25% of the total consideration for purchase of the Allottee/s shall be liable to pay 25% of the total consideration for purchase of the Allottee/s shall be liable to pay 25% of the total consideration for purchase of the Allottee/s shall be liable to pay 25% of the total consideration for purchase of the Allottee/s shall be liable to pay 25% of the total consideration for purchase of the Allottee/s shall be liable to pay 25% of the total consideration for purchase of the Allottee/s shall be liable to pay 25% of the total consideration for purchase of the Allottee/s shall be liable to pay 25% of the total consideration for purchase of the Allottee/s shall be liable to pay 25% of the total consideration for purchase of the Allottee/s shall be liable to pay 25% of the total consideration for purchase of the Allottee/s and the Allottee/s shall be liable to pay 25% of the total consideration for purchase of the Allottee of the All

Provided further that upon termination of this Agreement as aforesaid, the Premoter's shall refund to the Allottee/s (subject to adjustment and recovery of the Promoter's within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee/s to the Promoter.

6. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said Building and the Apartment are set out in Annexure 'G' annexed hereto. टनें ज -- २

Promoter shall give possession of the Apartment to the Allottee/s on or before

November 2020( OC received), provided the Promoter has received the full purchase price of the Said Apartment and other amounts payable by the Allottee/s to the Promoter under these presents and provided the construction of the said Building is not delayed on account of non-availability of steel, cement or other building material, water or electric supply and, no act of God, Civil Commotion, Riot, War or any notice, Order, Rule, Notification of the Government and/or any other Public Body and/or Competent Authority and/or any order of Court / Tribunal / Forum and/or any reasons and/or circumstances beyond control of the Promoter, has/have disturbed the construction schedule of the Said Building and there is no delay in issue of Occupation Certificate by the Thane Municipal Corporation and/or Planning Authority and circumstances beyond the control of the Promoter. If the Promoter for any of the aforesaid reasons beyond the control of the Promoter is/are unable to give possession of the Said Apartment by the date stipulated hereinabove, the Promoter shall be entitled to proportionate extension of time for handing over possession of the said Apartment. It is specifically agreed by the Allottee/s that, during such proportionate extension period, Allottee/s shall not be entitled to and shall not be allowed to cancel this Agreement and/or claim any interest. If the Promoter fails or neglects to give possession of the Apartment to the Allottee/s even after the period so extended because of any of the aforesaid reasons, then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by it in respect of the Apartment along with interest at the rate of 12% per annum. It is agreed

That upon refund of the said amount with interest as aforesaid, the Allottee/s shall have not that, title, interest, claim, demand or dispute of any nature whatsoever either against the Fromoter or in respect of the Said Apartment and/or Said Building or Project Land in manner whatsoever and the Promoter shall be entitled to deal with and dispose of

the Said Apartment to any person or party as the Promoter may desire.

8. The Allottee/s hereby agrees that in the event of any amount being levied by way of premium and other charges, betterment charges and/or development tax, security deposit, charges for the purpose of giving water connection, drainage connection and

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electricity connection / payable to the Thane Municipal Corporation and/or to State

Government, M.S.E.D.C.L. or any private electricity provider, other taxes and/or payments of a similar nature becoming payable by the Promoter, the same shall be paid by the Allottee/s to the Promoter in proportion to the area of the Said Apartment. It is agreed that the betterment charges referred to hereinabove shall mean and include prorata charges which the Allottee/s may be called upon to pay by the Promoter in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cable, electric substation (if any) making and maintaining of Internal Roads and access to the Project Land, drainage layout and all other facilities till the charge of the Project Land is handed over to the Society / Organization of the Allottee/s of the Apartment in the Project Land.

9.

in the interest of the Allottee/s as per statutory requirement Centralized/Individual Sewage Treatment Plant (STP) shall be operated and managed by the Promoter and/or an agency appointed by the Promoter /Proposed Society of the Allotee/s /Federation/Apex body of the Societies. The said STP will supply treated water to the building/s, on the Scheduled times, depending upon the availability of the said water. The usage of such treated water will be measured by water metaagency/Promoter shall charge and claim the cost from indig organization of the Allottee/s per month as per the consumpton Allottee/s / Organisation / Society of Allottee/s will mandato charges when claimed, also that Allottee/s and as and when Society shall be formed for a building or the Apex Body / Federation of all of the buildings to be constructed on the said property, the Allottee/s / Society / Organisation of Allottee/s / Apex Body needs to share proportionate operation and maintenance cost of the said STP irrespective of the case whether the treated water is used or not by the Allottee/s and/or the Society / Organisation of the Allottee/s and the Allottee/s and/or the Society / Organisation of the Allottee/s shall abide by the same and pay the said charges as and when demanded by the Promoter / Agency.

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the Promoter and the Allottee/s, that the Promoter shall be entitled to utilize and enjoy

either personally or through any nominee/s all area or areas forming part of the said Larger Lands as properly as may be available from time to time including areas reserved for public utility including recreation etc. by utilizing the same as the Promoter may deem fit and the Promoter will be entitled inter alia to construct Recreation Centre, Health Club, Club House, Hotel and carry on such other activity or activities as the Promoter may desire on professional and/or commercial basis and the ownership of such construction and structures including right to own, manage, run and conduct such area or areas or structure or structures with right to transfer or assign benefit thereof and to recover and appropriate consideration received there from including from the day to day business thereof shall be that of the Promoter alone exclusively and the Allottee/s shall have no right thereto either in his individual capacity or through the Organisation of

the Apartment of Allottee/s. The Allottee/s doth hereby declare and confirm for the sake

of clarity that the ownership of all such area or areas and construction by way of

Recreation Centre, Health Club, Library or Club House or Hotel etc., shall belong to the

Promoter alone exclusively and the Allottee/s shall have no right to the same in any

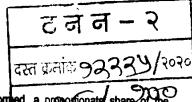
manner whatsoever.

Apartment is not adversely affected.

means of ccess over, along and under all the internal access roads in the Larger Langer baylut and the common right of ways at all times, by day and night, for all purposes and also to lay and connect drains, pipes, cables and other amenities pecessary for the full and proper use and development of the said property and the Layout and if necessary to connect the drains, pipes, cables etc. under, over or along the land appurtenant to each and every building in the, provided that the Promoter shall

use their reasonable efforts to ensure that the Aliottee/s's enjoyment of the Said

12. So long as each of the Apartment / Covered Parking Spaces in the Said Building is/are not separately assessed for municipal taxes and water taxes etc., the Allottee/s shall



pay to the Promoter or to the Society when formed, a proportionate share of the municipal taxes and water taxes etc. assessed on the whole Building, such proportion to be determined by the Promoter on the basis of the area of each Apartment/covered parking (if applicable) in the Said Building. The Allottee/s along with the other Apartment holders will not require the Promoter to contribute a proportionate share of the water charges, tanker water charges, electricity used for water, lifts and any other similar charges relating to occupation in respect of the Apartment which are not sold and disposed off by the Promoter. The Promoter will also be entitled to the refund of the Municipal Taxes on account of the vacancy of such Apartment.

- The Allottee/s confirm/s that he/she/they/it has/have agreed that
  - (a) All internal dimensions for carpet area are from unfinished wall surfaces. Minor variations (+/-) upto3%in actual carpet areas may occur on account of site conditions. In the event variation is more than 3%, the consideration will stand decreased or increased as the case may be, in proportion to such variation.

(b) In toilets the carpet areas will be inclusive of pali walls (if any

(c) That if any natural marble is used by the Promoteruthee are to be inherent imperfections which someone may view as 'defect. These imperiors inherent in natural marble.

- At the time of registration of the conveyance of the structure of the Said Building, the Allottee/s shall pay to the Promoter the Allottee/s's share of stamp duty and registration charges payable, if any, by such Organisation on the conveyance or any document or Instrument of transfer in respect of the Building, to be executed in favour of such Organisation.
- 15. Provided it does not in any way affect or prejudice the rights of the Allottee/s in respect of the Said Apartment, the Promoter shall be at liberty to sell, assign, transfer or

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Otherwise deal with their right, title and interest in the Layout Plot of the said property

Thore particularly described Firstly In the Second Schedule hereunder written.

- The Allottee/s and the person/s to whom the Said Apartment is permitted to be transferred with the written consent of the Promoter, shall (i) observe and perform all the provisions of the Bye-laws and/or the rules and regulations of Organisation when formed and/or all the provision of the Memorandum and Articles of Association of such Organisation and the additions, alterations or amendments thereof for the observance and carrying out the building Rules and Regulations and the Bye-laws for the time being of the Thane Municipal Corporation and other local and/or Public Bodies. (ii) observe and perform all stipulations and conditions laid down by Organisation regarding the occupation and use of the Said Apartment and shall pay and contribute regularly and punctually towards rates, cesses, taxes, expenses and all other outgoings.
- 17. It is agreed between the Promoter and the Allottee/s that after the notice in writing is given by the Promoter to the Allottee/s that the Said Apartment is ready for use and occupation, the Allottee/s shall be liable to pay the proportionate share (i.e. in proportion to the area of the Said Apartment) as determined by the Promoter of all outgoings in

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other larges, betterment charges and all other charges levied by the local authority, Government. Water Charges, Insurance Charges, common lights, repairs, salaries of clerks, Bill Collector's Charges, Chowkidar and Sweeper Charges, maintenance charges and all other expenses necessary and incidental to the administration, the transferred and maintenance of the Project Land and the Said Building including those mentioned in the Fifth Schedule hereunder written and until the management of said Building is transferred to the Organisation of the Allottee/s, the Allottee/s shall pay to the Promoter the proportionate share of outgoings as may be determined by the Promoter.

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18. The stamp duty and registration charges incidental to this Agreement shall be borge and paid by the Allottee/s alone. The Allottee/s shall immediately after the execution of this Agreement not later than 7 days from the date of execution of these presents, lodge the same for registration with the Sub-Registrar of Assurances and inform the Promoter the number under which and the day on which the same is registered, sufficiently in advance to enable the Promoter within reasonable time thereafter to attend the office of the Sub-Registrar of Assurances and admit execution thereof at the costs and risk of the Allottee/s.

19. The Promoter shall always have a right to get the benefit of additional F.S.I., Fungible F.S.I., T.D.Rand/or any additional development rights that they may be entitled to in future for construction on the Said property from Thane Municipal Corporation ("TMC"), amend Layout and also to put up additional structures / buildings as may be permitted by the Thane Municipal Corporation and other competent authorities; such structures / buildings will be the sole property of the Promoter alone and the Allottee/s shall not be entitled to raise any objection or claim any abatement in the price of the Said Apartment agreed to be acquired by him/her/them.

20. The Promoter shall in respect of any amount remaining unpaid to the terms and conditions of this agreement shall have a first lien and the terms and conditions of this agreement shall have a first lien and the terms and conditions of this agreement shall have a first lien and the terms and conditions of this agreement shall have a first lien and the terms and conditions of this agreement shall have a first lien and the terms and conditions of this agreement shall have a first lien and the terms and conditions of this agreement shall have a first lien and the terms and conditions of this agreement shall have a first lien and the terms and conditions of this agreement shall have a first lien and the terms are the terms and conditions of this agreement shall have a first lien and the terms are the terms are the terms and conditions of this agreement shall have a first lien and the terms are the ter

Apartment agreed to be purchased by the Allottee/s.

21. The Allottee/s hereby covenant/s to keep the Said Apartment, walls and partition walls, sewers, drains, pipes and appurtenances thereto in good, tenantable and repairable condition and in particular so as to support, shelter and protect the parts of the building other than the Said Apartment. The Allottee/s further covenants not to chisel or in any other manner damage the columns, beams, slabs or R.C.C. partition or walls or other structural members without the prior written permission of the Promoter. In the event of a breach of any of these conditions, the Allottee/s, apart from being liable to make good.

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a his/her/its own costs, the damage caused because of breach/s, shall also be responsible for the consequences thereof.

- 22. It is expressly agreed that the Promoter shall be at liberty to make such minor changes or alterations as may be necessary due to aesthetic, architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer.
- 23. The Allottee/s shall not decorate the exterior of the Said Apartment otherwise than in a manner agreed to with the Promoter.
- 24. In the event of organisation of all the Allottee/s being formed and registered before the sale and disposal by the Promoter of all the Apartment/covered parking spaces, the powers and the authorities of such Organisation shall be subject to the overall authority and control of the Promoter in respect of all the matters concerning the Said Building and in particular the Promoter shall have absolute authority and control as regards the unsold Apartment/covered parking spaces and disposal thereof; PROVIDED AND ALWAYS the Allottee/s hereby agree/s and confirm/s that in the event of such organisation being formed earlier than the Promoter dealing with or disposing off all the Apartment in the Said Building then and in that event any Allottee/s of Apartment/covered parking spaces from the Promoter shall be admitted to such Organisation on being called upon by the Promoter without payment of any premium or any additional charges save and except Rs.500/- (for individual) and Rs. 1000/- (for non

Any delay or indulgence by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s shall not be construed as 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 the Allottee/s nor shall the same in any manner prejudice the rights of Promoter.

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idual) for the share money and Rs.100/- as entrance fee and such Allottee/s, or

ee thereof shall not be discriminated or treated prejudicially by such

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The Allottee/s is fully aware of the provisions of the amended Bombay Stamp Act: If any stamp duty over and above the stamp duty already paid on this Agreement is required to be paid or is claimed by the Superintendent of Stamps or Joint District Registrar or Concerned Authority, the same shall be borne and paid by the Allottee/s alone including the penalty, if any. The Promoter shall not be liable to contribute anything towards the said stamp duty. The Allottee/s shall indemnify the Promoter against any claim from the Stamp Authorities or other Concerned Authority in respect of the said stamp duty to the extent of the loss or damage that may be suffered by the Promoter. The Allottee/s shall also fully reimburse the expenses that may be required to be incurred by the Promoter in consequence of any legal proceedings that may be instituted by the authorities concerned against the Promoter for non-payment and/or under payment of stamp duty by the Allottee/s.

#### 27.1. Procedure for taking possession -

26.

The Promoter, upon obtaining the occupation certificate from the competent authority and after the Allottee/s makes all payments to the Promoter as per this Agreement, shall offer in writing the possession of the Apartment, to the Allottee/s in terms of this Agreement to be taken within 1 (one) month from the date of issue of state motions and the Promoter shall give possession of the Apartment to the Allottee/s approvided Allottee/s has not committed breach of any of the terms and contains of this Agreement. The Allottee/s agree(s) to pay the maintenance that are as a section of the Promoter or association of Allottee/s, as the case may be.

27.2. The Allottee/s shall take possession of the Apartment within 15 days of the Promoter giving written notice to the Allottee/s intimating that the said Apartment is ready for use and occupation.

## 27.3. Failure of Allottee/s to take Possession of Apartment:

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indemnities, undertakings as prescribed in this Agreement and also uploaded on the website, and the Promoter shall give possession of the Apartment to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 27.1, the Allottee/s shall continue to be liable to pay maintenance charges, electricity charges, municipal taxes and any other taxes levied by any competent authorities, as applicable.

- 27.4. If within a period of five years from the date of handing over the Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the building in which the Apartment is/are situated then, subject to clause 36 hereunder and provided the Allottee/s is not guilty or responsible for such defect, wherever possible such defects shall be rectified by the Promoter. However, it is specifically agreed by and between the Promoter and the Allottee/s that, if the Allottee/s does any alterations and/or causes damage to the waterproofing in the Apartment, the Promoter shall not be liable for any defect liability.
- 28. The Allottee/s shall use the Apartment or any part thereof or permit the same to be used for residential useonly. He/she/they shall use the parking space (if applicable) only for purpose of keeping or parking his ownvehicle.

The allottee/s along with other Allottee/s of Apartment in the Building shall join in and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society or Association or Limited Company and for becoming a member, including the bye-taws of the proposed Society and duly fill in, sign and provide to the Promoter, so as to enable the Promoter to register the common organisation of Allottee/s. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft bye-laws, or

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the Memorandum and/or Articles of Association, as may be required

Co-operative Societies or the Registrar of Companies, as the case may be, or any other

Competent Authority.

30.1 The Promoter shall, within three months of issuance of Occupation Certificate of the said Building, and the Promoter receiving full and final payment from the Allottee/s due and pending of Fifty One percent of the total Apartment in the said Building to the Promoter, cause to be transferred to the Society all the right, title and the interest of the Promoter in the said structure of the Building or wing in which the said Apartment is situated(excluding basements and podiums), subject to the Promoter rights to dispose of the remaining Apartment, if any, provided the Society of the Apartment purchasers of said Building have complied with the terms and conditions contained in the Agreements for Sale entered into with the Promoter, including payment of taxes, charges and all other dues payable by them.

The Promoter shall, within three months of receiving Occupation Certificate for the last building in the said Layout or last building forming part of the Hiranandani Estate and registration of the Federation/apex body of all the Societies, as aforesaid, and/or after the Land covered therein is fully developed, whichever is later, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Ordinal Twins of the Promoter in the Layout Plot on a portion of which the said Building have compared the terms and conditions contained in the Agreements for Sale intered into with the Promoter, including payment of taxes, charges and all other dues payable by them.

30.3 Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Apartment is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the Project Land and Building namely local taxes, betterment टनंग-२

charges, insurance, common lights, repairs and salaries of clerks bill collectors,

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chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and Building. Until Society is formed and the said structure of the Building is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee/s's share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution of Rs. 9,063/- per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter till the Association / Society of Allottee/s is formed.

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The management and maintenance of common amenities and facilities mentioned in Third Schedule herein will be handed over to the Apex Body or Federation of all societies or any other agency; upon completion or at any appropriate stage thereafter as per the discretion of the Promoter.

31. The Allottee/s agrees and undertakes to abide by his/her/their/its obligations as under:

To make necessary payments in the manner and within the time as specified in greement and shall pay at proper time and place, stamp duty, the share of the station charges, municipal taxes, water and electricity charges, maintenance es, ground rent, taxes and all other charges, payments.

- (b) To pay the ad-hoc pro-rata maintenance charges towards the out-goings of the Project Land and said Building.
- (c) To pay interest i.e. monthly compounded interest on amount due at 12% p.a., till the amount is paid to the Promoter for delay in payment of any of the installments and any other charges or deposits agreed to be paid under this Agreement, without

prejudice to the rights of the Promoter of termination of the Agreement as per the terms of this Agreement.

- (d) To sign the requisite applications and other documents / information for registration of the Society.
- (e) To take possession of the said Apartment within a period of one month from the date of intimation by the Promoter of Occupation Certificate having been received.

The Allottee/s shall on or before <u>30.10.2020</u> pay to the Promoter, the following amounts:-

- (i) Rs. 500/- (for Individual), Rs. 1000/- (for Non-Individual) towards share money,
   Rs. 100/- application entrance fee of the Society.
- (ii) Rs. 25,000/- for formation and registration of the Society and incidental charges.
- (iii) Rs. NIL/- for proportionate share of taxes and other charges / levies in respect of the Federation / Apex body.

(iv) Rs.2,17,500/- towards adhoc / provisional contribution towards outgoings of Society and/or Property Taxes becoming applicable from the late of all the letter.

Rs. NIL/- towards deposit and charges for electric provided in the Layout Plot.

Rs.50,000/- towards Legal charges

Rs.50,000/- towards Documentation charges

- (viii) Rs.1,51,000/- provisional amount towards the deposit/
  premium/charges/expenses for procuring and using electric, water, drainage,
  sewerage connections etc., will be extra and payable at the time of possession.
- (ix) Rs. 3,00,000/- towards Non-refundable cost forClub,
- (x) Rs.1,00,000/- towards club maintenance deposit,

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Rs. 15,000/- Mahanagar Gas Connection and Procurement Charges

√२0 aforesaid amounts towards provisional outgoings.

The amount towards provisional outgoings, as contained in sub clause (iv) hereinabove will be transferred by the Promoter to the Society as and when management of the said Building is transferred to such Society, after deducting therefrom of arrears of taxes and expenses, as contained in **Fifth Schedule** hereunder. It is agreed that the Promoter is not liable to pay any interest on the

The aforesaid amounts mentioned in sub-clause (i), (ii), (iii), (v), (vi), (vii), (viii)(ix) & (x) shall be utilised by the Promoter to meet the expenses as mentioned therein and no interest will be payable on aforesaid amounts.

The non-refundable cost for club quoted as aforesaid are/shall be over and above the maintenance and usage charges for the club i.e. there will be separate charges for usage as well as maintenance and management of the club.

The Allottee/s confirm that he/she/they are made well aware that the construction of building/s within the 'Skylark Enclave' shall be done in a phase wise manner and an exclusive Club House to be provided by the Promoter with Gym and small Swimming Pool facilities for all the building/s within the Skylark Enclave. The construction of the said Club House, is proposed to commence as per amended sanction plans, only during the last phase of 'Skylark Enclave' and the said Club House may be ready for use only after completion of the last building in the 'Skylark Enclave'. The last phase of the Skylark Enclave is proposed to start after the demolition of the existing structure of the Sales Gallery.



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Further the Allottee/s shall, apart from the price donsideration to be paid to the

Promoter in respect of the said Apartment also be liable to pay for the usage, maintenance and operational charges regularly for maintaining the said Club House to the Promoter or to the Society of the Allottee/s, as the case may be. The said usage/number of members eligible to enjoy the benefits and facilities of the said Club House shall be as per the type of the apartment purchased by the respective Allottee/s in the Skylark Enclave and at the sole discretion of the Promoter and as per the rules and regulations laid down from time to time by the Promoter and/or their assignees to that effect.

The Promoter shall have absolute authority and at their sole discretion upon completing the project of Skylark Enclave or at any stage thereof may handover the operation and management of the said proposed club/recreational facilities of 'Skylark Enclave to an independent agency or the

/ jeggstion and the cost of operations and management of the said proposed club/pecreational facilities will be borne by all the Allottee/s / flat purchasers of

<del>Ckylá</del>rk Enclave.

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The Allottee/s shall, on or before taking possession of the said Apartment, pay Rs. 1,81,200/- to the Promoter to meet the future maintenance of Internal Layout Roads, Recreation Areas, Street Lighting etc. and for the purpose of maintenance and upkeep of recreation areas and other facilities, which the Promoter is providing in Hiranandani Estate. It is clarified that the said amount of Rs. 1,81,200/- is not by way of consideration for acquiring the Said Apartment by the Allottee/s of Apartment but for the purpose of lumpsum payment of future maintenance in respect of the aforesaid area. It is further agreed that the Promoter will have right, and good power to invest the said amount or amounts for the betterment of the common infrastructure by the Promoter and the Allottee/s shall have no right to the said amount and the Allottee/s shall not claim either refund thereof or hold the Promoter liable in that behalf in any manner whatsoever. It is agreed that the Promoter shall be entitled to utilize the said amount for the purpose of the aforesaid arrangement in respect of the maintenance of internal layout roads, recreation areas and repairs thereof, street lighting etc. It is also repeated and confirmed that the Promoter will make arrangement for the aforesaid maintenance work and make diligent efforts in that behalf. However, the Promoter shall not be liable PECISTRAR. for any act of commission or omission or failure in future maintenance or repairs of nternal layout roads, street lighting and other areas by reason of the fact that the foresaid amount is paid by the Allottee/s to the Promoter and the Promoter will endeavour in reasonable manner to provide for the same. It is agreed that the Promoter will be entitled to provide for a body or association as the Promoter may deem fit so as to maintain the said internal layout roads, street lighting etc. through the medium or instrument of such body or association as the case may be. The Promoter shall be entitled to transfer the said amount or balance thereof to such body or association as the case may be and whereupon the Promoter shall be absolved of all their liabilities in respect of the said amount and application and utilization thereof. The Allottee/s

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declare/s and confirm/s that the payment of the said sum as stated frereinghove is

and above the purchase price and also the various deposits and charges agreed to be paid by the Allottee/s and the same shall not be set off or adjusted against any other amount or amounts in any manner whatsoever.

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The Allottee/s shall pay to the Promoter a sum of Rs. Nil. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of Apex Body or Federation of all the Societies and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

34. Before registration of conveyance of the structure of the Building, the Allottee/s shall pay to the Promoter, the Allottee/s' share of stamp duty and registration charges payable, by the said Society on such conveyance or any document or instrument of transfer in respect of the structure of the said Building. Before registration of Lease/Conveyance of the Layout Plot in favour of the Apex Body or Federation of Societies, the Allottee/s shall pay to the Promoter, the Allottee/s' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such lease/conveyance or any document or instrument of transfer in respect of the Layout Plot to be electron on such lease/conveyance or any of the Apex Body or Federation.

### 35. REPRESENTATION AND WARRANTIES OF THE PROMOTE

The Promoter hereby represents and warrants to the Allottee/s as follows: THANE

(i) The Promoter have clear and marketable title with respect to the Project Land;
as declared in the title report annexed to this agreement and have/has the
requisite rights to carry out development upon the Project Land and also
have/has actual, physical and legal possession of the Project Land for the
implementation of the said Project;

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(ii) The Promoter have/has lawful rights and requisite approvals from the

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requisite approvals from time to time to complete the development of the project;

(iii) There are no encumbrances upon the Project Land or the Project except mortgage created as disclosed in the Title Report (if any) and in the Declaration in Form "B" uploaded and/or updated time to time on the website of RERA Authority. The Promoter confirms that such mortgage created by the Promoter in respect of the Project land or the Project will not affect the right of the Allottee/s in respect of the said Apartment under this Agreement;

- (iv) There are no known litigations pending before any Court of law with respect to the Project Land or Project except those disclosed in the title report and/or updated time to time on the website of RERA Authority.;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and said Building 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 Project, Project Land and said Building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project,

remain to be in compliance with all applicable laws in relation to the Project,
Project Land, Building and common areas;

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

(vii) The Promoter have/has not entered into any agreement of sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the Project Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;

(viii) The Promoter confirm that the Promoter are not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;

(ix) The Promoter have/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 said project to the competent Authorities till the formation of the Society.

within the knowledge of the Promoter, no notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoteria respect of the said Project Land and/or the Project except those discussed in the title certificate.

36. The Allottee/s or himself/themselves with intention to bring all persons into whosever hands the Apartment may come, hereby covenants with the Promoter as tollers.

(i) To maintain the Apartment at the Allottee/s own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the Building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Building in which the Apartment is टनं न - २

दस्त क्रमोक्र**ा** २०२० /situated and the Apartment itself or any part thereof without the consent of the

33 / 900 local authorities, if required.

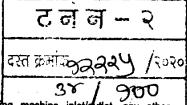
To ensure through himself/themselves and through the proposed Society of the Allottee/s that -

- a) dry and wet garbage shall be segregated and given to the sweepers, since the TMC has made the said segregation mandatory, non compliance of which shall result in TMC not picking up the garbage.
- the garbage shall be treated within the premises of the Society as per the directions of the TMC.
- c) and to ensure regular and timely compliance of any directions of TMC or any other competent authority as may be issued from time to time To ensure through himself/ themselves and through proposed society of the Allottee/s regular and timely compliance of any terms, conditions related to environment or any other issues as may be laid down by any competent authority from time to time.
- (iv) Not to do or suffered to be done anything to the Building entrance canopy, which may be against the rules, regulations or bye-laws of concerned local or any other authority.



Not to encroach upon external and/or internal ducts/void areas attached to the Apartment by constructing permanent and/or temporary work by closing and/or using it, the said duct area is strictly provided for maintenance of service utilities such as plumbing pipes, cables etc. (For breach of any of the terms mentioned hereinabove, the Allottee/s shall be solely responsible for all the consequences arising because of the same.)

(vi) Not to affix or put any dish antenna outside the Apartment or change the position of A.C. condenser units installed in the Apartment or any of their accessories, which has the possibility to spoil the exterior elevation of the Apartment and the Building. The Allottee/s can put additional A.C. condenser unit/s only after taking written permission of the Promoter.



- (vii) Not to change the position of washing machine inlet/dutlet, any other accessories, electronic equipment/s if any provided in the Apartment and the Allottee/s shall be liable to make good any damage caused as a result of the Allottee/s not complying with the said condition.
- (viii) Not to affix or put any grills outside the windows of the Said Apartment as well as not to change material, color, holes, windows, chajjas, railings, etc., which has the possibility of spoiling the exterior elevation of the Apartment and/or Building.
- Not to chisel or break or cause any damage to the columns, beams, walls, slabs or R.C.C. pardis or other structural members in the said Building or on the pardis/parapets/railing provided in the said Building. Further, the Allottee/s is not entitled to make any kind of holes/ core cuts etc. in R.C.C., in R.C.C. slabs or any structural members. The Promoter have informed the Allottee/s that all the R.C.C. members, flooring, walls etc. form the structural members of the entire Building and/or modification thereto and/or any changes therein either structural or elevational, require strict technical inputs, since any damage to them would result in damage to the entire structure of the Building which may lead to serious implications not only to the Said Apartment but to the Pardiothe's that we such act on the part of the Allottee/s, is also criminally liable/ purishable to serious and the Allottee's also criminally liable/ purishable to serious and the Allottee's also criminally liable/ purishable to serious and the Allottee's also criminally liable/ purishable to serious and the Allottee's also criminally liable/ purishable to serious and the allottee's also criminally liable/ purishable to serious and the allottee's also criminally liable/ purishable to serious and the allottee's also criminally liable/ purishable to serious and the allottee's also criminally liable/ purishable to serious and the allottee's also criminally liable/ purishable to serious and the allottee's also criminally liable/ purishable to serious and the allottee's also criminally liable.
- (x) Not to put or keep plant pots, signboards and / or any object outside the windows of the Said Apartment.

the relevant provisions of law.

(xi) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take टनंन - २
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the saircases, common passages or any other structure of the Building in which the Apartment is situated, including entrances of the Building in which the Apartment is situated and in case any damage is caused to the Building in which the Apartment is situated or the Apartment 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.

To carry out at his/her/their own all internal repairs to the said Apartment and maintain the Apartment 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 Building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.



Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Building in which the Apartment 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 Apartment without the prior written permission of the Promoter and/or the Society, as the case maybe.

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voidable any insurance of the Project Land-and the Building in which the

Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- (xv) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said land and the Building in which the Apartment is situated.
- (xvi) Not to use any location of all designated refuge areas in the said building for storage of goods or placement of ODUs and/or any such personal usage at all.
- (xvii) To pay to the Promoter within thirty days of receipt of demand notice issued by the Promoter his/her/their share of additional security deposit/charges/premium, if any, that may be demanded by the concerned local authority or Government for giving water, drainage, electricity or any other service connection to the Building in which the Said Apartment is situated.
- other levies, if any, which are imposed by the concerned local authority and of the Government and/or other public authority, on account of charge of the Apartment by the Allottee/s to any purposes other than for purposes for which is sold.
- (xix) The Allottee/s shall not let, sub-let, transfer, assign or part with interest er benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has intimated in writing to the Promoter.
- (xx) The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its

inception and the additions, alterations or amendments thereof that may be really 222 / 2020 made from time to time for protection and maintenance of the said Building and the Apartment therein and for the observance and performance of the Building

the Apartment 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/Limited Company / Apex Body / Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

(xxi) Till a conveyance of the structure of the Building in which Apartment is situated is executed in favour of Society, 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 Building or any part thereof to view and examine the state and condition thereof.

(xxii) Till conveyance/Assignment of Lease of the said property is executed in favour of the Apex Body/Federation in which the said Apartment is situated, the Promoter shall be entitled to and the Allottee/s shall not object to the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Layout Plot or any part thereof, including the Project Land, to view and examine the state and condition thereof.

Until the said property is fully developed not to obstruct or prevent the Promoter in any manner whatsoever from carrying out further construction of buildings or structures, in such manner as the Promoter may deem fit and proper, as per the sanctioned plans.

(xxiv) The Allottee/s agree and undertake not raise any nature of objection and record his/her/their consent for giving access to the third party plot/s and building/s going through the plot/building compound, to such



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owners/possession holders of the third party plots and building/s within the

property/layout.

(xxv) The Allottee/s shall not object to the plan and its implementation for the provision of Shopping Premises as building or part/adjacent to the said building and to the Purchase of the same by diverse Shop Purchasers. The Allotttee/s shall not object for any authorize business in the Shop Premises by the Premises Purchasers/Owners/Licensees whatever the case may be and the clients, visitors and customers shall have free entry to ingress and egress thereto.

(xxvi) The Allottee/s agree/s to follow, bind himself/herself/themselves and agree to indemnify the Promoter by giving irrevocable consent not to combine/amalgamate two adjacent Apartment in the said building by making/constructing bigger Apartment or by whatsoever manner, the Allottee/s will not do any such alterations in the layout of the said Apartment, which may exceed the approved/sanctioned area of the single individual Apartment.

(Covered/Mechanized/Tandem) which may be allotted in the said Building and/or adjoining/separate structure, type and size of such parking arrangement. The Alloged's Neve and seen informed that they shall use the parking space to parking space of standard/permitted size, and that some large vehicles like S.U.V.M.H.V. etc. the same and shall not raise any dispute and/or claim in future.

The Allottee/s agrees to sign on undertaking confirming interalia above along with other indemnities and letters before claiming/taking possession of the said Apartment being annexed hereto as "Annexure 'H',

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The Recogniter shall maintain a separate account in respect of sums received by the

Toperative Society or association or Company or towards the out goings, and shall utilize the same only for the purposes for which they have been received.

38. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said Plot and said Building or any part thereof or the Project Land. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the Building is transferred to the Society/Limited Company or other body and until the said Layout Plot is transferred to the Apex Body / Federation as hereinbefore mentioned.

#### 39. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement it shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such Apartment.

ABINDING EFFECT

Forwarding this Agreement to the Allottee/s by the Promoter do not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 7 days of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/s fails to execute and deliver to the Promoter this Agreement within 7 days from the receipt of intimation received by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the

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Promoter, then the Promoter shall serve a notice to the Alletteels to the default, which if not rectified within 15(fifteen) days from the date of its receipt by the Allotteels, application of the Allotteels shall be treated as cancelled and all sums deposited by the Allotteels in connection therewith including the booking amount shall be returned to the Allotteels without any interest or compensation whatsoever after deducting therefrom 25% of the consideration amount as compensation/damages.

#### 41. 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, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/Building, as the case may be.

#### 42. RIGHTS TO AMEND

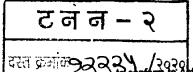
This Agreement may only be amended through written consent to the Parties.

# 43. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S

provisions contained herein and the obligations arising hereinder in respect of the Layout/Project Land / Building shall equally be applicable to affold enforced against any subsequent Allottee/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

#### 44. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary



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and enforceable as applicable at the time of execution of this Agreement.

### METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER 45. REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments proposed/sanctioned in the Project/Building.

#### FURTHER ASSURANCES 46.

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.

#### PLACE OF EXECUTION 47.

SEAL

The execution of this Agreement shall be complete only upon its execution by the Romoter through its authorized signatory at the Promoter's Office, or at some other e, which may be mutually agreed between the Promoter and the Allottee/s, in There, Maharashtra, after the Agreement is duly executed by the Allottee/s and the romoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Thane, Maharashtra.

The Allottee/s and/or Promoter shall present this Agreement as well as the 48. conveyance/assignment of lease at the proper registration office of registration within 7

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r its authorised signator will attend

days from the date of execution and the Promoter or its authorised signators

49. That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D. or notified Email ID/Under Certificate of Posting at

Allottee/s Address

1903, B Wing, Vrag Green Valley.

Kolshet Road, Thane(W)-400 608

Notified Email ID:

madhusudan.bhor@teqsys.in

Promoter Regd. Address:

514, Dalamal Towers,

Nariman Point, Mumbai 400 021.

Promoter CorporateOffice Address:

their respective addresses specified below:

Olympia Bldg, Hiranandani Business

Powai, Mumbai 76

Notified Email ID:

dsa.roshni@hiranandani.net

malde.jyoti@hiranandani.net

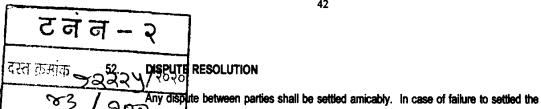
It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address and Email ID subsequent to the execution of this Agreement in the above address and Email ID by Registered Post failing which all communications and letters posted at the above address shall be deemed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

#### 50. **JOINT ALLOTTEE/S**

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

#### 51. STAMP DUTY AND REGISTRATION

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



dispute amicably, which shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

#### 53. **GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in Thane, Maharashtra will have the jurisdiction for this Agreement.

Allottee hereby confirms and it is expressly agreed that the Promoters shall be entitled, without affecting the rights of the Allottee/s to the said Apartment, to revise amend, modify, resubmit and/or change the approved building plan and layout plan, amalgamation, subdivision of plots and/or relocate recreational garden/s/Amenity Spaces/Parking in the layout in respect of the Said Property, pursuant to obtaining necessary permission from competent authority.

IN WITNESS WHEREOF parties herein above named have set their respective hands nd signed this Agreement for sale at Thane/Mumbai, Maharashtra in the presence of attesting

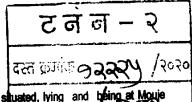
signing as such on the day first above written.

#### FIRST SCHEDULE ABOVE REFERRED TO (the said larger lands)

All those pieces or parcels of land or ground situated, lying and being at Mouje THANE Kolshet, Taluka and Registration District and Sub-District Thane, within the limit of Thane Municipal Corporation and bearing Survey/Hissa Nos. 163/2, 276/-, 186/4 having an aggregate area of about 16670.00 sq.mtrs.

SECOND SCHEDULE ABOVE REFFERED TO

Firstly:



All those pieces or parcels of land or ground situated, lying and being at Moule Kolshet and Kavesar, Taluka and Registration District and Sub-District Thane, within the limit of Thane Municipal Corporation and bearing Survey/Hissa Nos. 153/1, 155/1, 155/2Pt., 2Pt., 2Pt., 156/1Pt., 1Pt., 160/1,2, 161/1,2,3, 162/1,2, 163/1Pt., 1Pt., 163/2 & 276 of Village – Kolshet & Survey/Hissa Nos. 121, 122/2,3 & 4, 123/20 & 21, 119/1, 2 & 3 of Village – Kavesar.

### Secondly: (Description of the said Property)

That portion of the piece or parcel of land or ground bearing Survey/Hissa Nos. 163/2 situate, lying and being at Mouje Kolshet, Taluka and Registration District and Sub-District Thane, within the limit of Thane Municipal Corporation.

#### Thirdly: (Description of the Project Land)

That the building being known as 'FLAMINGO' being constructed on an area admeasuring 562.49 sq. mtrs. out of the said property.

#### THIRD SCHEDULE ABOVE REFFERED TO

The nature, extent and description of common areas and facilities of immediate area abutting the main entrance door after the landing of the floor of the Said Apartment hereby agreed to be sold in proportion with other Apartment on the same floor.

Pro-rata right along with the Allottee/s of Apartment in the said property in light and facilities as follows (this does not apply in the case of premises other).

Staircase (ii) Main Entrance Hall (iii) Lifts and Lifts Lobbies on each light (wherever applicable).

# FOURTH SCHEDULE ABOVE REFFERED TO (Description of the said Apartment)

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Apartment No. 2804 on 28th floor, admeasuring 87.98 sq. mtrs. which is equivalent to 947 sq. ft. (carpet area), as per the definition under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the 'said Act') along with balcony area and

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enrichaed balcony (if any) admeasuring 6.34 sq. mtrs. which is equivalent to 68 sq. ft. carpet area totaling to 94 32 sq. mtrs. which is equivalent to 1015 sq.ft. carpet area and 91.14 sq.mtrs. equivalent to 981 sq.ft. (carpet area) as per the definition under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, sale, management and transfer) Act, 1963). as shown in typical floor plan annexed hereto and the proportionate common areas and facilities, along with <a href="Two">Two</a> Mechanized car parking (if applicable) in the Residential Building being "FLAMINGO" (Building No. 59) in the project popularly known as 'SKYLARK ENCLAVE', situated at 'HIRANANDANI ESTATE behind Municipal Commissioner Bungalow, Patlipada, Ghodbunder Road, Thane, being constructed on the said property.

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#### FIFTH SCHEDULE ABOVE REFERRED TO -

- 1. The expenses of maintaining, repairing, redecorating, etc. of the main structure and in particular the terrace, garden and main water pipes, lift and electric wires in, under or upon the building and enjoyed or used by the Apartment holder/s in common with the other occupiers of Apartment and the main entrance passages, landings, lifts and staircases of the building or enjoyed by the Apartment holders used by him/her/them in common as aforesaid and the boundary walls of the building, compound, terraces etc.
- The cost of cleaning and lighting the passages, water pump, landing, staircases, lift, common lights and other parts of the building used by the Apartment holder/s in common as aforesaid.
- 3. The cost of the salaries of clerks, bill collectors, liftmen, chowkidars, pump-man, sweepers etc.
- 4. \*\* The cost of working and maintenance of common light, water pump, lift and other service charges.

Municipal and other taxes such as water charges bills, electricity charges bills, cesses,

ndrevenue, N.A. taxes etc.

Insurance of the Building.

All the expenses relating to Sewerage Treatment Plant (STP) including for maintenance,

freating water, electricity etc.

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Such other expenses as are necessary or incidental for the maintenance and upkeen of 8. the building. SIGNEDANDDELIVERED BY THEWITHINNAMED Milator Allottee/s: (including joint buyers) (1) MADHUSUDAN MAHARUDRA BHOR  $(3)_{-}$ in the presence of WITNESSES: 1. Signature 2. Signature SIGNEDANDDELIVERED BY THEWITHINNAMED Promoter: (1)\_\_\_\_ For ROMA BUILDERS PVI. LTD. (Authorized Signatory) Authorised Signatory in the presence of WITNESSES

ANNEXURE -A

Signature

Signature

2. Name

(Authenticated Copies of the amended Development Permission and Commencement Certificate dated 31st March 2016 and 2nd November, 2018 issued by the Thane Municipal Corporation)

ANNEXURE -B

(Authenticated Copy of the Architect Certificate dated 19-Jul-17 and 29-Nov-2018)

#### ANNEXURE-C

(Authenticated Copy of the 7/12 Extract showing nature of the title of the Owner to the Project Land)

#### ANNEXURE-D

(Authenticated Copy of the Title Certificate dated 20-Jul-2017)

#### ANNEXURE-E

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

#### ANNEXURE-F

(Authenticated Copy of the Plan of the Apartment agreed to be purchased by the Allottee/s

#### **ANNEXURE-G**

(General Specification and amenities for the **Apartment** and the Building Other than servant rooms/servant toilets)

- 1. RCC frame structure.
- 2. Marble in living room and passage(marble Rs.200/- per sq. ft.).

File flooring in Bedroom, Kitchen and toilets (tiles Rs.60/- per sq. ft.).

WC with Juan tank and fittings (Rs. 9,000/- per set) and shower with fittings (Rs.6,000/- per

Ope door bell

& Lifts (Rs. 6) lakhs per Elevator)

Wash basin with mixer and fittings (Rs.4,500/- per set).

- 8. Kitchen platform with sink and fittings.
- 9. Main Door with mortise lock polished/painted from inside and outside.
- 10. Building exterior and interior with quality paints.
- 11. Entrance hall suitably decorated.
- 12. Modular type electrical switches/sockets (Rs.10,000/- per apartment).

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#### ANNEXURE-H

(Copies of the undertaking/indemnities/letters signed by the Allottee/s.)

<u>UNDERTAKING</u>
--------------------

I/We/M/s	of Mumbai
Indian Inhabitant residing at	
affirm and state as under:-	
1) I/We say that by an Agreement for Sale dated	to as "the said  purchase a  rred to as the
said premises) of the building known as "" (hereinafter referred	to as the said
building) situated at Hiranandani Estate, Ghodbunder Road, Thane (W) - 400 607.	
2) I/We are giving this undertaking not only for myself but also for my fan visitors etc. If any, it is understood that reference to myself shall whenever the cont include such other persons as stated hereinabove.	
3) As agreed to in the aforesaid agreement, I do hereby covenant and undertake Builders as follows:-	with the said
a) I/We shall not make any addition or any alteration in the architectural ele	evation of the
said building and shall not change the outside colour scheme or coating of the said building and shall not change the outside colour scheme or coating of the said building and shall not change the outside colour scheme or coating of the said building and shall not change the outside colour scheme or coating of the said building and shall not change the outside colour scheme or coating of the said building and shall not change the outside colour scheme or coating of the said building and shall not change the outside colour scheme or coating of the said building and shall not change the outside colour scheme or coating of the said building and shall not change the outside colour scheme or coating of the said building and shall not change the outside colour scheme or coating of the said building and shall not change the outside colour scheme or coating the said building and shall not change the said build	puilding.
b) I/We shall not make any change in any of the external windows or doors of	the premises
in the building by way of shifting, altering, changing the colour or any other way what	soever.
c) I/We am fully aware that I/we are not permitted to install any grills outside	the finding
and hence undertake not to install or affix any grills on the outside the win outside	window Silla
b) I/We shall not make any change in any of the external windows or doors of in the building by way of shifting, altering, changing the colour or any other way what c) I/We am fully aware that I/we are not permitted to install any grills outside and hence undertake not to install or affix any grills on the outside the windows.  Any such grills affixed by me, shall be fitted on the internal marble sill on the windows.	inside the
outside the windows or on the parapets or chajjas, lift lobby or any other commenters	as and shall *
not do anything which may cause discoloration or disfiguration or any damage	to the said
building.	
e) I/We shall not affix any collapsible shutters on the outside of 'French windo	ws', in case
of flat with canopy balcony. Any such collapsible shutter shall be fixed only on the i	nner eide of

I/We shall not cover any chajjas/terraces/balconies or construct any structure or poles or

'French Windows'.

pergolas or trellies on the chajjas/terraces/balconies.

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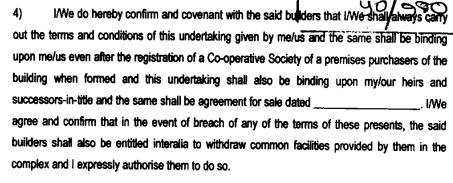
- h) I/We shall not enclose any space adjoining to the Main door forming part of the lift lobby/common areas, garage or parking space in my/our possession in any manner whatsoever.
- i) I/We shall not affix the following as these atterations affect architectural elevation of the said building and cause discoloration on the external elevation.
  - Window in bedroom duct opening, kitchen balcony & kitchen duct.
  - Marble sills and jambs in kitchen balcony and kitchen duct opening.
- j) I/We am/are also aware that in the plumbing duct, the pipes are to be always kept exposed as these pipes may need periodical/future plumbing maintenance.
- k) I/We shall not carry out any external alteration in the said premises by way of breaking any walls or beams or chajjas so as to alter the external appearance of the premises, nor shall I/We affix or cause any slabs on voids provided in the said building.
- l) I/We shall not fix external unit of split A.C. on the outside in elevation. Any such external unit of split A.C. shall be located only inside the duct/space specifically provided (by Builder) for split A.C.
- m) I/We are aware that no individual DTH/dish antennae will be allowed on the terrace or on the exterior wall/window of the building. I/we are aware that the connection has to be taken from the Common DTH/dish antennae Only which is available in the building.
- regulations that have been made as also those which may be made hereafter from time to time by the said builders and/or person/s body in charge of maintaining and/or providing common facilities in the complex. I shall maintain proper code of conduct and discipline in the complex and give every possible co-operation to the said builders and/or any other person or body that may have been appointed by the said Builders in that behalf, in maintaining cleanliness and good atmosphere in complex for the better enjoyment of the common facilities by all the persons

Sylve are aware that all electricity bills from date of furniture possession / OC whichever carlier the flateble by me and i will not hold you responsible for any consequences arising of the payment flatebook.

I/We are aware that we will be required to contribute towards the usage of the water presented by a centralized / individual sewage Treatment Plant and also its operation and Therefore and the Promoters or Society / Organization of the Societies when formed.

q) I/We are aware that we will be required to contribute towards the usage, maintenance and management of the Club House. Such charges will be payable to the Promoters or Society/Organization of the Societies when formed.

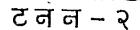
ट **न न - २** <sup>दरत क्रमांड</sup>9२**२५५**/२०२०



- 5) I/We hereby declare, confirm and covenant with the Builders that in the event of my transferring the said premises and/or my/our right, title and interest in respect thereof in favour of any outside person to the extent and as permitted in the said agreement for sale dated \_\_\_\_\_\_\_\_, I/We shall obtain an Undertaking to the similar effect from any such purchasers and in the event of my failing to do so, the said builders or the Co-operative Society shall be entitled to refuse to transfer the said premises in favour of such prospective purchaser.
- 6) I/We hereby further declare and confirm that in the event of me or my heirs and successors -in-title committing any breach or default in any of the provisions of these presents, I and/or my heirs and successors-in-title shall be liable for damages for the loss and damage which may be caused to the said building and/or to the said builders and further the builders and the Co-operative Housing Society as and when formed shall also be entitled to terminate the aforesaid agreement for sale and to recover all damages, costs, from me and / or my heirs and successors-in-title.
- 7) I/We hereby undertake that I/We shall bear the entire cost of repairs or rectifications required due to alterations / changes carried out by us in our premises in case of damages caused to RCC / STRUCTURE/ WATERPROOFING/ PLUMBING/ CIVIL 5LECTRICAL/ INSTALLATION or if the work is not done in a proper manner, even after taking passession. I/We shall bear the entire cost of repairs required in case of any damages to compound remission of flats belonging to other members due to the alterations/changes or interior warks berried by

us in our flat/premises.

- 8) I/We are aware and I/we undertake to pay the Maintenance from the date that the building receives the Occupation Certificate or the date of Furniture Possession whichever is earlier. I/We are aware that we are liable to all maintenance and/or property tax becoming payable by me/us in respect of the said Premises, and undertake to pay the same when called upon by the Roma Builders Pvt. Ltd. irrespective of receipt of the Occupation Certificate.
- 9) I/We also undertake, that if I/We wish to give the flat on Lease/Rent, it is our responsibility to inform you and also to obtain the necessary POLICE VERIFICATION of the



दस्त क्रमांक **frements and submit the copy of the same duly acknowledged and confirmed by the concerned**Police Station bearing the necessary stamp to the Maintenance office/ In charge of the building.
We are also aware that this is a mandatory requirement from the Police department.

- 10) I/We are aware whenever natural Indian/Imported marble is used by Roma Builders Pvt. Ltd., there are going to be imperfections (cracked texture/ shade variations/ design variations) which someone may view as 'defect' but which are a natural occurrence in the type of the marble. These imperfections are inherent in natural marble and have to be viewed as their natural beauty, as perfect flooring of factory made products like ceramic tiles, mosaic tiles of agglomerated marble etc. does not give the same warmth of feeling. Italian Marble when sourced at the mines occurs in a cracked texture, which is sliced mechanically. The cracks are filled with resin fillers at the sources itself. These marble slabs are then backed with PVC mesh to avoid further development of cracks during long distance travel and handing. Though utmost care is taken, sometimes, these cracks open during cutting and fixing. Such cracks are filled again with the best imported resins as used internationally. The difference in shade/design depends on the natural occurrence in different types of marble. Even though, we have very huge requirements, we try to accommodate one lot in one confined area/room yet, the same may not match with other area/room.
- 11) I/We are aware that as per instructions from TMC kitchen/household garbage has to be segregated in dry and wet and should be given to the sweepers. I/We are aware that TMC will not pick the garbage, if it is not segregated.
- 12) I/We hereby confirm that the representatives of the Hiranandani Group of Companies are allowed to access the said Premises without our prior consent, to view and examine the state and conditions in the flat and to check if any unauthorised changes have been done thereof when the flat is unoccupied by us and when the interior works are in progress by our persons. Once occupied by ourselves/our tenants/ or any other persons, we will allow access as per our apputually decided time.

Della Princises Owner / Occupant,

For your safety and good performance of your building, we wish you to read and confirm that you THAN chave accepted the following before taking possession of the premises.

#### 1] Plumbing Ducts:

Please note that we do not give any permission for closure of ducts. There is no objection from us for use of the ducts for e.g. for drying clothes, locating condenser units of split AC's, storing household items like mops, buckets etc. However we are categorical on the point that no one

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दस्त क्रमांक २२२५ /२०२०

flow or closure में The building pipes

can make changes which cause disruption of the rain water flow or closure or preventing maintenance.

The whole purpose of the service slab is to ensure ease of maintenance of the plumbing pipes particularly in high rise buildings. Doing some painting work or tiling work within can be accepted subject to the following of guidelines and without disturbing the external elevation.

However if someone is going to close the outlet for the rain water which comes through the external grill or is going to block the building plumbing pipes to make the pipes inaccessible and maintenance impossible, the question of such approvals does not arise and the flat owner must be directed forthwith to remove any such works carried out by him / herself.

#### 2] Internal changes in Toilet Plumbing:

To conserve water as per the directions of the Municipal Corporation, we have made arrangements to provide treated recycled water or borewell water as and when available for the plumbing lines which provide flushing water to the building. These lines are connected to the WC Tanks and Urinals.

Premises owners are hereby cautioned that when their plumbers make changes in the toilets of their premises, they should not connect the flushing line to any other outlet except the WC Tank or Urinal. The other outlets where the flushing water line should not be connected include the complete kitchen, wash basin, shower, washing machine and WC health faucet or jet spray.

The Developers and the Co-operative Housing Society will not be responsible for any health hazard if such changes are made.

#### 3] IMPORTANT NOTE:

All clients are hereby informed that whenever the washing machine is being installed, flexible outlet of same shall be connected to the outlet provided in wall through an elbow & pipe-piece only. This is a time-tested solution/method and will avoid all possible leakages if connected properly. Enclosed sketch is indicative and outlet can be concealed or exposed the property on site condition. Installation must be done as per manufacturers' installations and professional / qualified plumbers only, to avoid any further maintenance per plumbers in future.

You are requested to confirm that you have noted the above contents with copy of this letter.

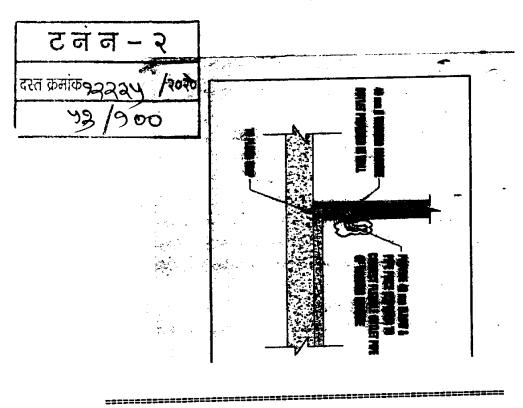
For ROMA BUILDERS PVT. LTD.

I confirm,

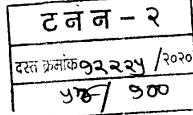
**AUTHORISED SIGNATORY** 

Signature of Allottee/s

THAN







Dear Customer.

We have observed that after taking possession of the flats, owners are getting a lot of civil and other works done in their flats to suit their personal needs.

While this need of the flat owners is appreciated, all must realize that due to such civil, plumbing and other works done, especially in area like bathrooms, toilets and kitchens etc, the waterproofing originally done, will be disturbed. The guarantee given by the specialist's agency shall naturally become null and void, with the result the flats below shall suffer. Flat Owners are therefore, requested to utilize the services of a Specialist Agency for waterproofing who will stand guarantee for any leakages. The flat owner would be responsible to bear the entire cost of any rectification in case of leakage.

Kindly acknowledge.

Thanking You,

Yours Faithfully, For Roma Builders Pvt. Ltd.

I/We Confirm

**Authorised Signatory** 

Aliottee/s

To,

Purchaser of Premises,

Sub: Quality of Natural Marbles provided in our Projects.

Dear Sir, Madam,

This is to draw attention of our flat purchasers, to the quality of marble used in our projects.

Whenever natural Indian/ Imported Marble is used by us, there are going to be imperfections

which someone may view as 'defects'. These imperfections are inherent in

have to be viewed as their natural beauty, as perfect flooring does not g

feeling.

The difference in shade/ design depends on the natural occurrence in different type of marbles and even though we have very huge requirements, we try to accommodate one lot in one confined area / room, which may not match with other area/ room.

Italian Marble when sourced at the mines occurs in a cracked texture, which is sliced mechanically. The cracks are filled with resin fillers at the source itself. These marble slabs are

टनन-२	
दस्त क्रमांक नाना भारति करि	mesh to avoid further development of cracks open during cutting and
fixing. Such cracks are	filled again with the best imported resins as used internationally.

It is therefore, requested that if the purchasers wish to have a perfect floor finish, they shall go for factory made products like ceramic tiles, mosaic tiles or agglomerated marble, as per their choice.

Thanking you,

Yours faithfully,

For Roma Builders Pvt. Ltd.

I/We Confirm

**Authorised Signatory** 

Aliottee/s



Received of and from the Allottee/s above named the sum of <u>Rs. 19,13,000/- (Rupees Nineteen Lakhs Thirteen Thousand Only)</u> on execution of this Agreement towards Earnest Money Deposit or application fee.

I say received.

The promoter.

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Certificate No. 2759



THANE MUNICIPAL

'सु**धा**रीत

ंट न न दस्त क्रमांकः

मागील पानावर नमुद नुसार...

1 TMC/TDD 25/ Date: 31/312016
To, Shri/Smt. श्री शिश्यांत न्दी. रेशामुख (Architect)
(Ourse)
Shri में रोमा बिल्डर्स प्रा लि करीता संचालुक श्री. निरंजन एल. हिरानंदानी (कुलमुखत्यारधारक)
trade of 2 2 of E for development
With reference to your application No. 2 dated 2.9.0 7.70 % for development permission / grant of Commencement certificate under section 45 % 69 of the Maharashtra
permission / grant of Commencement certificate under section 45 % 59 of the the Manadashida  Regional and Town Planning Act, 1965 to coars, out destangment work and or to erect  Regional and Town Planning Act, 1965 to coars, out destangment work and or to erect  Regional and Town Planning Act, 1965 to coars, out destangment work and or to erect  Regional and Town Planning Act, 1965 to coars, out destangment work and or to erect  Regional and Town Planning Act, 1965 to coars, out destangment work and or to erect
Regional and town children
Duriding No. ———————————————————————————————————
at Road/Street — पोडनंदर रोड
The development permission / the commencement of refresh printer rebject to the following
conditions.
conditions.  1) The land vacated in consequence of the enforcement of the setting time shall form Part of
the public street.
2) No new building or part thereof shall be occurred on allowed the state of the st
to haused by any nerson until occupancy persuapate the same appropriate the same and the same an
3) The development permission / Commencement and period of one year Commenceing from the date of the straight straight and the straight straight and the straight str
3) The development permission / Commencement and bild remain valid for a period of one year Commenceing from the dare of its since period of one year Commenceing from the dare of its since the sum of the SUB.  4) This permission does not entitle you to develop a felial business not vert in you.
4) This permission does not chind you are a second of the
५ वि. प्र. क. ९११४०/२डी ठामपा/शिविविष्टर है कि उर् एक कि वि. प्रतिकार स्थापिक प्रवर्गी
े के करीन अपि विकासकार वेधनकेस्कि स्थापित । भारती स्थापित स्थापित स्थापित स्थापित स्थापित स्थापित स्थापित स्थाप
् सा.सा. मधाल अटा विकास गाँउ अटा वि
इ या कार्यालयाचे पत्र क्रि.ठामपा/शावाव/विश्वक्रक्ष्णर र प्रचारतिको कार्यालयोन परिपत्रकाराधील अटी
इ या कार्यालयांच पत्र क्रा.ठामपार सावाय (पञ्चक्रक्रक्रक्रप्र) स्थापार प्राचीवतचे कार्यालयीन परिपत्रकामधील अटी क्रामें - २ स्थापार सावाय व पाळणाघर, यांचावतचे कार्यालयीन परिपत्रकामधील अटी
सा.सा. टि. व्हा.यत्रणा माहला वर्णनपुर एउना च गाउँ पुरिज्ञापत्र दिमांक ०५.१२.२०१५ रोजीचे बच्चकारक महाराज्य महाराज्य प्रतिज्ञापत्र दिमांक ०५.१२.२०१५ रोजीचे बच्चकारक महाराज्य महाराज्य प्रतिज्ञापत्र दिमांक ०५.१२.२०१५ रोजीचे बच्चकारक महाराज्य महाराज्य प्रतिज्ञापत्र दिमांक ०५.१२.२०१५ रोजीचे बच्चकारक महाराज्य प्रतिज्ञापत्र दिमांक ०५.१२.२०१५ रोजीचे बच्चकारक स्वाप्त प्रतिज्ञापत्र दिमांक ०५.१२.२०१५ रोजीचे बच्चकारक स्वाप्त प्रतिज्ञापत्र दिमांक ०५.१२.२०१५ रोजीचे बच्चकारक स्वाप्त प्रतिज्ञापत्र दिमांक ०५.१२.२०१५ रोजीचे विकासक स्वाप्त प्रतिज्ञापत्र स्वाप्त स्
सहील.
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WARNING : PLEASE NOTE THAT THE DEVELOPMENT IN
AMOUNTS TO COCNASTRUE OFFENCE PUNISHABLE VIVI
UNDER THE MAHARASHTRA REGIONALAND TOWN 3NVHL 10
PLANNING ACT. 1966
भन्तर कहाराजनार कोला
"मंजूर न्द्रारानुसार बांधकांभ न करणे तस्च Yours faithfully,  गिर्दास नियमाननी
प्रा महियक संबक्त करा। रेविनियक्तिक प्राप्त सार, जन्म कार्यकारा आण्यता  Official सार्थक प्राप्त करा।, महाराष्ट्र  Date कार्यकारा प्राप्त करा। प्राप्त करा।, महाराष्ट्र  (शहर विकास विभाग)  Municipal Corporation of
Date करिया अस्ति कार्य करिया अस्ति करिया
Municipal Corporation of the city of There.

ट न न - २ -दस्त क्रमांक ७२२२५/२०२०

उप भूखंद सी ची उपविभागणी करुन उप भूखंड सी व डी

इमारत क ५८ - लोआ बेसमेंट (पार्ट) + अप्पर बेसमेंट (पार्ट) + स्टिल्ट + १ मजला,
इमारत क. ५१ - लोअर बेसमेंट (पार्ट) + अप्पर बेसमेंट (पार्ट) + स्टिल्ट + १५ मजले,
इमारत क. ६० - लोअर बेसमेंट (पार्ट) + अप्पर बेसमेंट (पार्ट) + स्टिल्ट + १४ मजले,
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आर.जी. क. ३ मधील बॅडमिंटन व स्कॅश कोर्ट - तळ + १ मजला (पार्ट)
व इमारत क., ३६ - स्टिल्ट मधील टेलिफोन रुम.

स.नं. १५३/१, १५५/१, २(पा), २(पा), २(पा), १५६/१(पा), १(पा), १६०/१, २, १६१/१, २, ३, १६२/१, २, १६३/१(पा), १(पा), १ व २७६ मौजे क्रोलशेत व स.नं. १२१, १२२, २, ३, ४, १२३/२०, २१, ११९/१, २ व ३ मौजे कावेसर, ठाणे

Copy To

Collector of Thane

(unicipal Commissioner

SUFF Amer Works) T.M.C.

Viginate Department, T.M.C.

Viginate Department T.D.D., T.M.C.

Additional Scalector & Competent AuthorityThane Laggor teration, Thane



## THANE MUNICIPAL CORPORATION, THANK

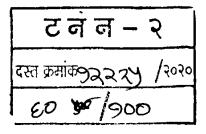
(Restable No. 3-8-24)
SANCTION OF DEVELOPMENT
PERMISSION / COMMENCEMENT CERTIFICATE

सुधारीत

.मागील पानावर नमुद नुसार...

दस्त क्रमांक १३३२५ /२०२०

·	- 7 9800
विवन वि.प्र.क्र. एस॰ ६/ ०३७ २/ १८	
V.P. No. 99930/98 TMC/TDD 2869/18	Date: 2/11/18
To, Shri/Smit, शाशामात की. देशमुख्य (Archibect)	-
Shri (Owners)	
में रोमा मिक्टमें पा. ति. करीता संभावक ही. निरंजन एल. डिड्रानंदानी (कुर्	<b>गुद्धार</b> वार <b>भा</b> रक)
With reference to your application Nov ( 194 3 dated - 27.03.707 &	•
permission / grant of Congunation and Taliffic to multiple to the state of the stat	o Mahassahtra
Regional and Tolvin Planning Act, 1966 in day out the second with a	and or to erect
building No. State of the property of the prop	Situated
st Road/Street states S. No. 18 P. N	मीस पासकर अपुद नुसार
The development pushing in / the complement and spinets of the baleut to	the following
conditions.	
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the public street.	المحاد المساعدة المسا
2) No new building ar part thereof a half be a continued by a single parties of the parties of the continued by a single p	od or permitted
to be used by entire requests occupante to the fine of the section	in valid for a
period of external common and the first the second of the	
4) This permission and por exclusive out to destruct the second state of the second se	in you.
the contraction of the contracti	त प <del>रेबान</del> गी / सी.सी.
मधील अरी विकासकांबर बंबनेकांस्क साहतील. 💎 💯 🥬 🥠	
६. सदरची मंजूरी खुबारित विकास आराखदा व मंजूर विकास क्रिकेण नियंगावलीमबीस जैरत्हे	च्या अनुवंगाने देण्यात
येत आहे. केंद्र व राज्य शासनाच्या विविध शासकीय विभागांच्या परवानगी प्रमाणपत्रामध्ये नमू	•
आवश्यक परवानग्या प्राप्त करणे विकासक यांचेवर बेचनकारक राहील. याबाबत कोणती	वि <b>अनिवा</b> मितता दिसून
आस्यास हि परवाननी रह करण्यात वेईल या अटीसह टिडीआर बापराचा प्रस्ताव मान्यतेसाठी र	
	THE SUB. PLO STRAN
	OF 514-3 PEO
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CONTRAVENTION OF THE APPROVED PLANS	TA STATE OF THE ST
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UNDER THE MAHARASHTRA REGIONAL AND TOWN PLANNING ACT. 1966	里息 177
	\r\\\ /4/
Your Sithfully	5rà -3/2
Office No.	THANE
Office Stamp	
Date	
Issued — Manieta Chapteria	IN PLACE



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डी.आर.शी. क्र. १९७ (आरक्षण) वापरून

इमारत का. ५८ - बेसमेंट + तक / स्टिल्ट + 18 कंजले, इमारत का. 59 - बेसमेंट + तक / स्टिल्ट + 28 मजही, इमारत का. 60 - वेक्टिंट + तक / स्टिल्ट + 28 मजले, इसारत का. 62 क्रमख्यवात आलेली आहे. सार की का अवस्थानिकान को ब्रेस्टिंग साह - ता र 1 क्वला व कार जी. का. पूर्वरीत जातर हाक्स में, 2 - तक + 1 मजाने (पार्ट)

स.नं. १५३/१, १५५/१, २(मा), २(मा), २(मा), १५६/२(मा), १(पा), १६०/१, २, १६१/१, २, ३, १६२/१, २, १६३/१(पा), १(पा); २ स २७६ मीले कोलशेत ज स.नं. १२१, १२२, २, ३, ४, १२३/२०, २१, ११९/१, २ व ३ मीजे कावेसर, समे

- ७. Organic waste disposal ची व्यवस्था कारर परवान्यापूर्वी करने आवर वन्त
- ८. इमारत क्रा. ५९ व ६० करीना अधिकामन विभागकमील सुवारीत नाइरकत वासला वापरपरवान्यापूर्व वासला करने
- ९. इमारत क्र. ५८ करीक अग्मिशमन विभागकाकेल सुम्मरीव सङ्ख्या स्वाता वोता प्रमाणम्बापूर्व दाखल करने आव्यायक.
- १० यु.एस.सी. विभागसञ्जूत काडी पुटी उपक्रिया क्रुक्तमस्य एवाचे सिर्म्कारण कारणेत्री जवातवृदी विकासक वाची एडीस काडा अशायाचे दाखक केमोरी दि.१९.१ ८.१८ रोजीचे क्ष्मीएव त्यांनेवर संधनकारक राहील.
- १९ इमारत छः ६२ क्रस्ताबानुसून जनस्थ्यवात आहोली ध्यसल्याने, सुब्द इसारतीमुख्ये जनसम् प्रस्थापित केले नसस्याबानत दि. १९.१०.१८ रोबीचे विकासक मोनी पायल केबीले हनीपव त्यांनेवर अधनकारक राहेल.
- १२ इमारत क्र. ५९ व ६० मधील पावर्षक मध्ये तसेच स्थानकामध्ये केलेल्या बहलाबायत सदीसम् धारकांची तकार प्राप्त हास्यासः त्याचे निरस्करण करनेची जनसंस्यति विकासकः गांची वसीहरः ताने महानस्टप्रासि<del>केसं होतीस्य समृ</del> देजार नातीः
- १३. टि. ब्री. आर. व्यवस्थान विकासक वार्ण विदेशों हि. १९१०.१४ रोजीने क्योंपव विकासकांबर वेशनकारक रार्वेस.
- १४ टीडीमार वाकावावत करेर परवाना प्राप्त इन्हरतीची काही पीलर प्राप्त आवाद स्वार्थ विश्वकरण वरणेत्री काहानारी प्रसंगाहित वा अपे नहात्रस्थातिका वीतिक लागू हेवीर माही कोशी आंग्यांचे विकासक जोनी कवात ८ विकेश क्षेत्र के कार्य कार्य

क्त अवस्था अस्ति के क्षेत्र के का क्षेत्र के अंतर्क अन्य संस्थे प्रत्य शाल्यसं त्यावानत निराकरण कर्ते वेती संस्थकरी विकासक बांची राहिल र योगी बाबाल केलेले दि. १९.६०.१४ दोखीने स्मीपन विकासकांकर बंधनकारक राजितः

हा सद्मिकाक्षारकांसाठी राहीस, त्याचा जातिका जाया होपार नाही पाणी जाबाबहारी विकासक तः गृह्यतर्भाण संस्का यांची राह्येल.

THANE

सावधान

प्रावेशिक व नणव वर्षक अस्त्रीत अनुसार दखलपात्र गुन्हा आहे. स्वासाठी जास्तीत ्र तर्ने केद व रू. ५००० रेड होक शर्म Copy To, ....

Collector of Thane

Dy. Municipal Commissioner E.B. (Water Works) T.M.C.

Assessor Tax Department, T.M.C. Vigilance Department T.D.D., T.M.C.

Additional Collector & Competent Authority-Thane Agglomeration, Thane

शहर विक्रिस व नियोजन अधिकारी (शहर विकास विभाग) Municipal Corporation of the city of, Thans

ANNEXURE 'B

己可可一?

Sharmisha Mukerjee Shizer 京村中92234 /2020

MESHIECT E9 1900

19th July, 2017

FV1907/17

## TO WHOMSOEVER IT MAY CONCERN

This is to certify that, Building No. 59 (Flamingo - Lower Basement (Pt) + Upper Basement (Pt) + Stilt + 25 Floors as per approval and Basement + Ground/Stilt + 29 Floors as per proposed future development) is developed on plot bearing Survey No. 163/2 at Village - Kolshet, Tal. \$ Dist. Thane owned by:-

1. Gulabbai Pukharaj Jain.

The piece of land as mentioned above is forming the part of the total Development along with the Survey No's. 153/1, 155/1, 2(Pt), 2(Pt), 2(Pt), 156/1(Pt), 1(Pt), 160/1, 2, 161/1, 2, 3, 162/1, 2, 163/1(Pt), 1(Pt), 2, 276 at Village – Kolshet and Survey Nos. 119/1, 2, 3, 121, 122/2, 3, 4, 123/20, 21 at Village - Kavesar, Tal. & Dist. Thane called Hiranandani Estate.

The land area under building is 558.63 sq.mtrs. and the total F.S.I of the building is 7899.13 sq.mtrs. as per approved plan and The land area under building is 5.62.49 sq.mtrs. and the total F.S.I of the building is 9502.40 sq.mtrs. as per proposed future development.

The Permission/Commencement Certificate is issued by Thank (Corporation under certificate no. 91140/2D/TMC/TDD/268 dated 31 03

Sharmistha Mukerjee - Shinde

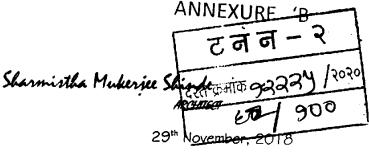
ARCHITECT

REG.NO.CA/95/18614

" Level Land has Brillians Karne Santers, whose Sander Road Parliands Them 180 W. W.



FV2911/18



## TO WHOMSOEVER IT MAY CONCERN

This is to certify that, Building No. 59 (Flamingo – Basement + Ground/Stilt + 28 Floors) is proposed on plot bearing Survey No. 163/2 at Village - Kolshet, Tal. & Dist. Thane owned by:-

1. Gulabbai Pukharaj Jain.

The piece of land as mentioned above is forming the part of the total Development along with the Survey No's. 153/1, 155/1, 2(Pt), 2(Pt), 2(Pt), 156/1(Pt), 1(Pt), 160/1, 2, 161/1, 2, 3, 162/1, 2, 163/1(Pt), 1(Pt), 2, 276 at Village – Kolshet and Survey Nos. 119/1, 2, 3, 121, 122/2, 3, 4, 123/20, 21 at Village - Kavesar, Tal. 4 Dist. Thane called Hiranandani Estate.

The total F.S.I of the building was 7899.130 sq.mts. as per Commencement Certificate no. 91140/2D TMC/TDD/268 dated 31.03.2016 issued by Thane Municipal Corporation.

The total F.S.I of the building was amended to 9164.70 sq.mtrs. as per amended Permission/Commencement Certificate no. (Old) 91140/2D (New) 506/030246 TMC/TDD/2869/18 dated 02.11.2018 issued by Thane Municipal Corporations

Sharmistha Mukerjee - Shinde

ARCHITECT REG.NO.CA/95/18614

4º Floor, Basilius Building, Radas Enclave, Chad Bunder Road, Patlipada, Thane (W) 400 607

ट न न - २ रसा क्रांक १२२२९५ /२०२०

. Bar अधिकार अमिलख पत्रका [महराम इसीन महसूल अधिकार अभिनेस आणि नीरवड़ा (तवार काने व मुस्बनीत जाने) निवर्ष १ ५,६ वातील निवेश १, ५,६ आणि ए] काले स्थानिक राज 🔃 🎧 🗸 बन्दर्भ सी मलन २०/२१ का (a) ज़ा (a) मार्गिक १९०८ है। वो मी चुद्धाः क्रिकाः दिशेषः आक्रमणी

6 7170 7116

Office:

3<sup>rd</sup> Floor, Basilius, Rodas Enclave, Hiranandani Estate, Near Commissioner Bunglow, Ghod Bunder Road, Patlipada, Thane (W) – 400 607.

② 2530 8032

S.M. KARNIK

B. A. LL.E

ADVOCATE

(Enrollment No. MAH/1569/1985)

AJAY S. YADAV

B.Com. LL.B.

ADVOCATE

(Enrollmen No. MAH/4008/2011)

#### TO WHOMSOEVER IT MAY CONCERN

That piece or parcel of non-agricultural landco fround situate, lying and being at Revenue Village Kolshet

Taluka and District Thane, within the limits of Thane

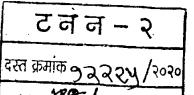
Municipal Corporation and in the Registration District and Sub-District of Thane and bearing Survey/Hissa No. 163/2.

The search of the Index II of the above referred land has been taken by us in

the office of Sub-Registrar of Assurances at Thane from 1951 upto 29.05.2017. It is found in the said search that the transactions have taken place in respect of above referred land as mentioned in the Search Reports, found the entries recorded therein.

That by and under Sale Deed dated 16.02.1966 one Smt. Mathurabai Gana Tare and others sold and transferred interalia land referred above to Shri. Pukhraj Rupchand Lain, was during his life-time on 05.02.1988 executed Will in favor of his wife Smt. Gulaobai rufaraj Jain.

The said Pukhraj Rupchand Jain died on 28.06.1988, leaving behind him eirs wife-HAI Smt. Gulabbai Pukhraj Jain, Sons 1) Dilip Pukhraj Jain, 2) Bharat Pukhraj Jain and married daughters 3) Leela Dilip Mehta 4) Vimla Indrvadhan Mutha, and 5) Usha Vinod Rajawat (M.E.No.1777). The Children of the said Pukhraj had given written Jabab before the concern



of Smt. Gulabbai Pukhraj Jain was recorded alone (M.E.No. 1821).

Thus the land referred as above has been recorded on 7/12 extract in the kabjedar column in the name of Smt. Gulabbai Pukhraj Jain (hereinafter referred to as "the said Owner").

That by and under Development Agreement dated 05.12.2001 registered with the Sub-Registrar of Assurances Thane -1 under serial no. 10626/2001 on 05.12.2001 executed by the said Owner for self and being the constituted attorney of her children Shri. Dilip Pukhraj Jain and 4 others interalia in respect of above referred land, have granted the development rights to Roma Builders Pvt. Ltd., a company incorporated under the Companies Act, 1956, having its office at: 514, Dalamal Towers, Nariman Point, Mumbai – 400 021 (the Developers). In pursuance of the said Development Agreement dated 05.12.2001, the said Owner executed Power of Attorney dated 05.12.2001, interalia. allowing, authorizing the nominees of the Developers to do, perform and carry out various acts, deeds, matters, things, privileges, rights and authorities which are in details contained therein.

By an under Development Agreement dated 16.04.1998 duly registered with the Subdistration Assurances, Thane - I under Sr. No. 2227/1998 executed by Smt. Mathurabai a Take and others have granted Development Rights interalia in respect of land referred bove 10, for consideration and on terms and conditions recorded therein in favor of the land of the land of the Development Agreement dated 16.04.1998, the said Smt.

Mathurabai Gana Tare and others have executed in favor of the nominees of the Developers registered Power of Attorney dated 24.04.1998.



टनन-२

By an under Development Agreement dated 05.05.2003 dt

68 1 90

Registrar of Assurances, Thane - 5 under Sr. No. 2763/2003 executed by Babulal Dalichand

Jain and others and have granted Development Rights interalia in respect of land referred above to, for consideration and on terms and conditions recorded therein in favor of the Developers. In pursuance to the Development Agreement dated 05.05.2003, the said Babulal Dalichand Jain and others have executed in favor of the nominees of the Developers registered Power of Attorney dated 07.05.2003.

In view thereof, we record that the Developers are fully, freely authorized and entitled to deal with and dispose of the Development on the above referred land (constructed and/or otherwise) in the manner and for the consideration and upon the terms and conditions as the Developers may think fit, proper and to receive, recover and appropriate the consideration and all other benefits on the terms of such sale and transfer.

It is observed and the information being made available to us that, Thane Municipal Corporation, Thane vide it's Commencement Certificate bearing V.P.No.91140/2D/TMC/TDD/268 dated 31.03.2016 for the lay-out including the land above referred to comprising various buildings including the building being No. 59 popularly known as "FLAMINGO" being constructed on the portion of piece and parcel of land referred above by TME-30 Sharmistha Mukerjee-Shinde, Architect has issued a certificate to that effect by 12.7.2017 and the copy of the Architect Certificate attached herewith for ready reference in the copy of the Architect Certificate attached herewith for ready reference.

On investigating the copies of documents made available to us for inspections including relevant orders under Urban Land (Ceiling and Regulation) Act 1976, N.A. Permission bearing No. Rev/D-1/T-1/NAP/SR-107/2003 dated 17.09.2003 issued by the Collector. Thane and revenue records and search reports and further I/we have gone through

3 8

टनन-२

दस्त क्रमारक्पाके किल्ले के किल्ले के 205.2006 in daily 'Thane Vaibhav' published by Sub-Divisional

Ell Mico, Thane, Division

Thane, Division - Thane wherein given property description interalia, village -

Kolshet/Kavesar, wherem mentioned about acquisition of the land by the Govt. under Indian

Forest Act 1927, and Maharashtra Private Forest Act 1975 for acquisition of the lands and letter dated 11.12.2012 issued by Range Forest Officer, Thane Forest Division, Thane, referred the lands mentioned therein excluding the lands above referred to, listed Survey Nos. of the Kolshet/Kavesar villages are deemed to be "Reserved Forests" as per the provisions of the Maharashtra Private Forest (Acq) Act, 1975, we find that the title of the said Owner to the above referred land is free from encumbrances, clear and marketable, subject to, found an entry in search of Index II of the year 1963 that Smt. Mathurabai Gana Tare and others have/had entered into an Agreement for Sale dated 22.03.1963 in favor of one Shri. Misarimal Bakshiram Shet and another and same was registered in the office of the Sub-Registrar of Assurances, Thane below Sr. No. 569B-724-125, and further subject to creation of mortgage in respect of interalia the land above referred to (Skylark Sector -Flamingo building), created by the Developers in favour of the I.C.I.C.I . Bank Ltd. found in search an entry of Index II of the year 2016. Deed of Mortgage is registered below Sr. No.1NN-2-14463/2016 Regd. on 29.12.2016 and Sr. No. TNN - 2 - 14551 / 2016 Regd. on 31.12.2016 respectively in the office of Sub-Registrar of Assurances Thane-2, further subject to the provisions of the Urban Land (Ceiling and Regulations) Act, 1976 (since repealed) and any notices sent or orders passed thereunder.

OF THE SUSPINION THANE - 2

S. M. KARNIK ADVOCATE JAYS. YADAV ADVOCATE

टन न - २ व्स क्रमांक १२२३ /२०२० ६८ / १००



#### Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT FORM 'C' [See rule 8(a)]

This registration is granted under section 5 of the Act to the following project under project registration number: P51700001611

Project: Flamingo, Plot Bearing / CTS / Survey / Final Plot No.: Village Kolshet S No 163/2 at Thane (M Corp.), Thane, Thane, 400607;

- 1. Roma Builders Private Limited having its registered office / principal place of business at Tehsil: Mumbai City. District: Mumbai City. Pin: 400021.
- 2. This registration is granted subject to the following conditions, namely:-
  - · The promoter shall enter into an agreement for sale with the allottees;
  - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be
    maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose
    as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
     OR

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

The Registration shall be valid for a period commencing from 29/07/2017 and ending with 34/49/3023 unless
renewed by the Maharashtra Real Estate Regulatory Authority in accordance with search 5 of the Screen with
rule 6.

The promoter shall comply with the provisions of the Act and the rules and regulating

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 to promoter including revoking the registration granted herein, as per the Act and the rule under.

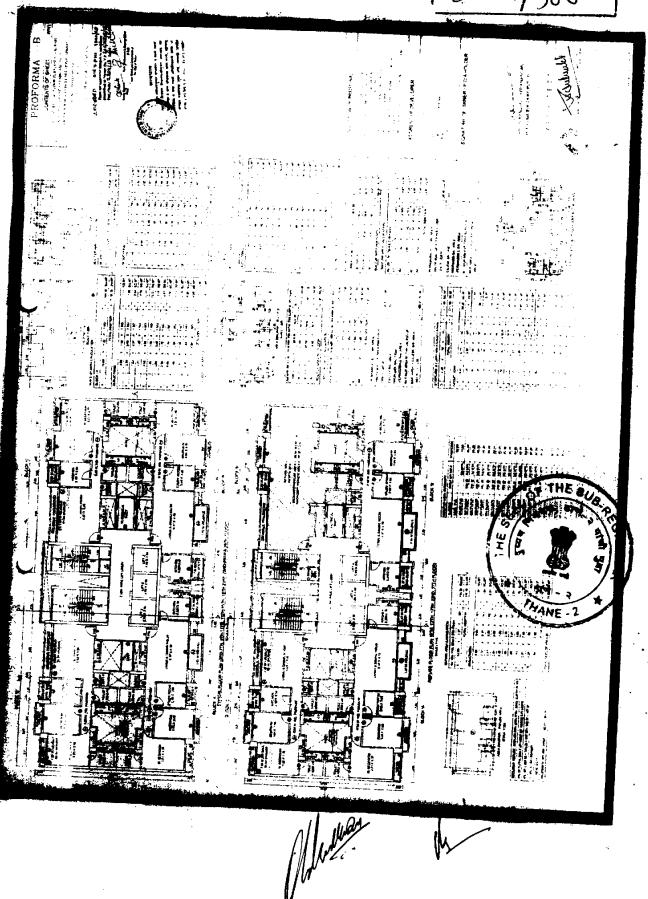
Signature valid
Digitally Signed by
Dr. Vasant Fernanand Prabhu
(Secrular), MahaRERA)
Date:7/29/2017 11:14:46 AM

HANE

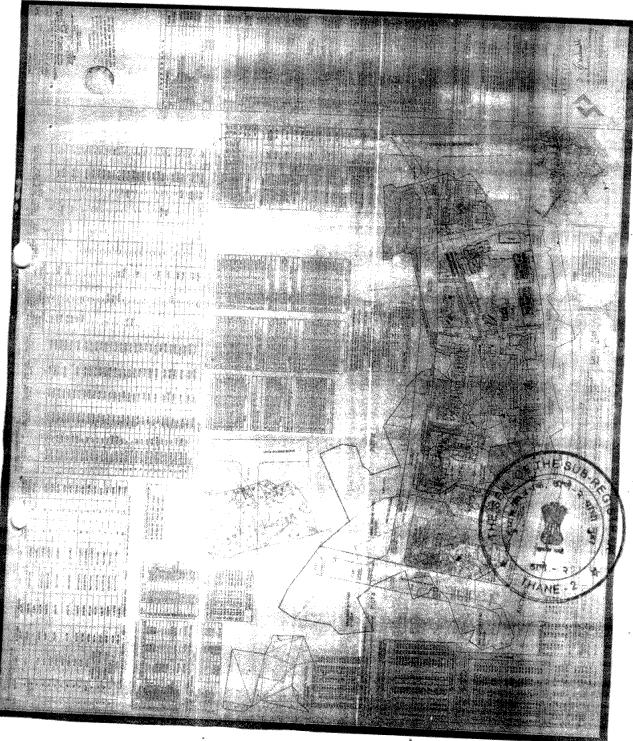
Dated: 29/07/2017 Place: Mumbai

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

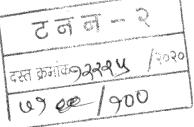
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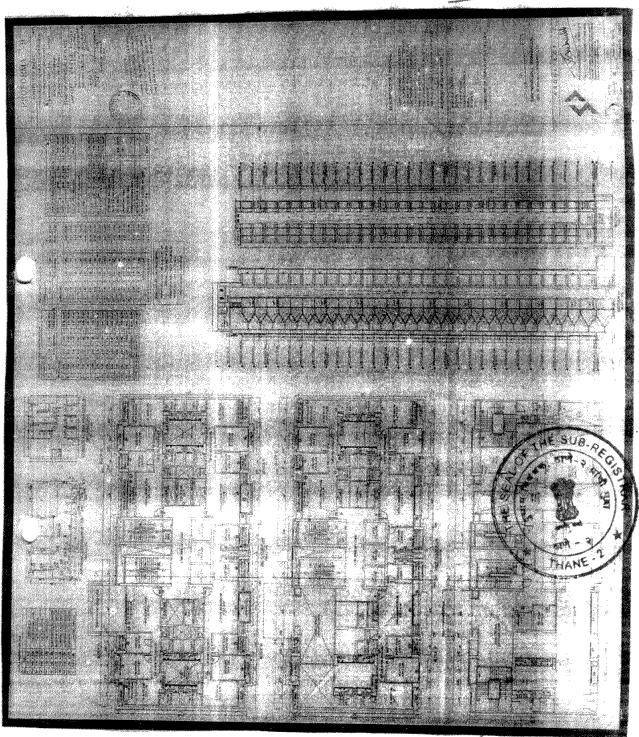


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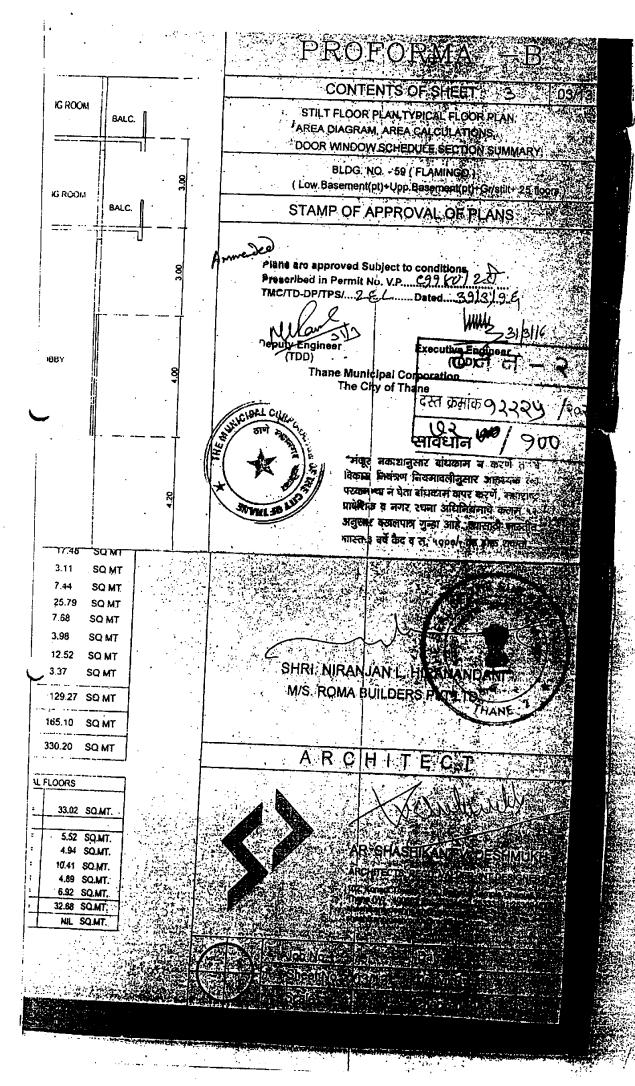


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एकूण

नवकस (स. 11(1)), पृष्टांकनाची नक्कस (सा. 11(2)),

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टनंन-२
दस्त क्रमांक १२२२५ /२०२०
UE 400/ 900

बदर - १३ क कर्म २०१२

Stamp Act, 1968.

COM NO. 44 [23/2 | K | 300 | 12

Restreet to as Shr. Naxandra Shripat Soment & 13 others

Para July Holes Called



POWER OF ATTORNEY SO NO. 57. 75 110

KNOW ALL MEN BY THESE PRESENTS:

incorporated in India under the companies Act, 1956 and having THE SUB pair of our firms/companies at 514, Dalamal towers, Strain Poir Gambai 400 021, and office at "Olympia", Central Poir Gambai Business Park, Hiranandani Gardens, Powai, Mumbai 400076 hereinafter called the 'Company')

And represented by its authorized by signatory Mr. Manish

Gupta, 1st Floor Olympia, Hiranandani Business P

Mumbai. has been authorized to sign and execute on the life of the company, various agreement / deeds and documents including to the company.

W

ſог saic. agreement, agreement development deeds, cancellation deeds. . assignment confirmation deeds, transfer relinguishment deeds. rectification deed, mortgage deeds, Lease deeds, Leave and License Agreements, declarations, affidavits, attestations, no objection certificates, consents, writings, application, representations clarifications, verifications and such other incidental deeds documents etc.( here in after referred to as said " deed documents") in respect of its :-



1 Land situated at Village Kolshet and Kavesar, Taluka . District

Thane more particularly described in the Schedule appended

herewith.

टनंन - २

2 Buildings being constructed on some portion of this land.

3 Apartment being constructed in these buildings.

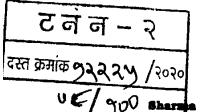
and. दस्त क्रमांक94444 /२०२० ७७**५** / १००

And also has been authorized to appoint a person or persons as the Authorized Signatory may think fit as his attorney to do and perform all or any of the acts, deeds or things mentioned herein under:

AND WHEREAS THE SAID Authorized Signatory of the compares resident of and located at Mumbai and it is not possible for travel to the Sub-Registrar's Office at Thane and personally at the said office for registration of the said deeds and documents.

AND WHEREAS THE SAID Authorized Signatory is therefore desirous of appointing Mr Narendra Shripat Sawant and / or Kinjal M. Desai and / or Dhawal S. Kothari and / or Sanjay

W/



700 Sharma and / or Sameer A. Pradhan and / or Vik am Mil

बदर - १३*वृ*र m स्वर्धीर प्

and / or Nityanand Krishnan and / or Goldie Goldien

Inhabitant, as the true and lawful ATTORNEY for and on behalf of the company and to do the following acts, deeds and things in the name and on behalf of the company.

1. To appear before the Sub-Registrar of assurance at Thin any other Government Authority prescribed for the registral of the said Deed and document and to present and lodge, any of the said deeds and documents for registration and to admit the execution thereof and also to make application, sign and submit any such other forms and statements necessary for registration of such documents and to do all that is necessary and incidental for the purpose of registration of such deeds and documents as the case may be.

2. To pay applicable stamp duty and registration charges either on behalf of customer or otherwise, in respect of the said deeds and documents to the appropriate authorities and for that purpose, to have the said deeds and documents adjudicated if applicable for the said purpose as the said attorney may think applicable for the said purpose as the said attorney may think

3. To receive back the original of the said deeds and documents from the Sub-Registrar's office; apply for and to receive certified copies of the registered deeds and documents in the name and on behalf of the company / Authorized Signatory.

3- NO-AMERICA

4. AND GENERALLY to do all acts, deeds and thin incidental to the necessary, to exercise or give above.

5. The attorney (as agent) is accountable to the Company (Principal) and shall maintain proper accounts. consideration has been received for executing this power,

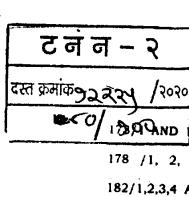
6. I hereby ratify and agree to ratify all acts, deeds, whatever the said attorney shall do, execute and perform premises stated above as if done and acted by me and be bound by the same.

All that piece and parcels of land situated at Village Kaveshr, Fist G

Thane, Survey Nos/Hissa Nos are 52, 52/2,3,4,5, 7, 8, 9 and 53/3 २०२० 900

and 54/2,3,4,6,7,9,and 55/1,3,4,5,6,7,8,10, and 56/7,10 and and 58/1,2,3,4,5 and 59/ 1,2,3,4 and 60/2,3,5,6,7 61/1,2,3,4,5 and 62/1,2,3/A, 3/B, and 63/1, 2,3 and 64 and 65/1A,1B,2,3A,3B and 66/1,2,3,4,5,6,7,8,9,10 and 67/1,2,3,4,5 and 69/ 1(Pt), 2,3 and 70/1A,1B,1C,2 and 71/2,3,4,5,6,7 and 72/1,2,5,6 and 73/1,2,3 and 74/1,2,3, and 75/1,2,3,4,5,6,7, and 76/5, 6A, 6B, and 77/2,3,5,6, and 115/1(Pt),2 and 116/2Pt 5,6,7 and 118/1A, and 117/1, 2A, 3, 4, 120/1A,1B,1C,1D,2A,2B,3 AND119/1,2,3 AND 123/2A, 20 10, 12A, 12B, 12D, 12E, 14, 15, 16, 18 AND 124/8. Survey No. 281, Survey No. 312Pt, Survey No.313Pt, 314Pt, 415Pt 316, 317, 318, 319, 320 and at Village Kolshot, Dist Thane, Survey mos/ Hissa Nos are 136/2, 3,5,7,10,11,15 AND 137/1, 3, 4A, 4B, 5,7,9,10, AND 138/7 AND 139/1, AND 141/1, AND

154/1, 2, AND 156/1A, AND 157/2, 159/1, 3, AND 161/1B AND 164/2, 165/4, AND 165/2, 3, AND 166/1, 1A, 1B, 2A, 2B, 3 AND 167, 168/2,3, AND 169/1, 2, 3, AND 171/4, AND 172/2, AND



12 PAND 174/1 AND 176/4A, 4B, AND 177/1,3

AND 180/1, 180/2, 180/4, AND

182/1,2,3,4 AND 183/1,2,3,4, AND 184/1, 2A,2B,3

AND 185/2,3.4A, 4B, 6.7, 8, AND 186/3,4,6,7.8, AND 187/1,2A,3,

AND 188/1,2,3,4A,4B,5 AND 189/1,2, 3A1, 4,6, AND 191/2,4,5,

AND 192/1, AND 193/1, 6 AND 194/2B. 2C,2D,2E, AND 19 AND 198/2, 4, AND 215/1,3,4Pt,5.o,8 AND 216/2

217/1,2,3,4 AND 218//2,3,4,6,7,8.9 AND 220/3 AND 221/1

2B, 3A, 3B, 5, 4, 6A, 6B, 7, 8, 9, 11 AND 227/3, 4A, 4B, 9

Survey No.279 AND 280/1, 2, 3 AND Survey No. 298 AND Survey

No. 299 AND Survey No. 99/2 and other Buildings constructed?

under-construction at Village Kavesar and Kolshet,

Ghodbunder Road, Hiranandani Estate, Thane (West).

IN WITNESS WHEREOF I Mr. Manish Gupta, have hereby set my

hands to this Power of Attorney on this 18th day of May 2012.

SIGNED AND DELIVERED BY THE

WITHINNAMED

FOR ROMA BUILDERS PVT LTD

Carlish Gupta (Authorized Signatory ) ENCE OF

WE ACCEPT

1 Mr. Narendra Shripat Sawant



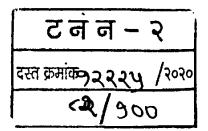


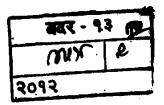
2 Mr.Kinjal M. Desai र्दं न न -दस्त क्रमांक 🔾 २ २ 🥆 /२०२० 3 Mr.Dhawal S. Kothari 4 Mr.Sameer A. Pradhan 5 Mr Vikram Kuchroo 6 Mr Nityanand Krishnan 7 Mr Goldie Gulati, 8 Mr Sanjay Sharma

CONSTITUTED ATT









## Roma Builders Private Limited



Hirenendani

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF ROMA BUILDERS PRIVATE LIMITED AT THE BOARD MEETING HELD ON 31-03-2012 AT ITS CORPORATE OFFICE.

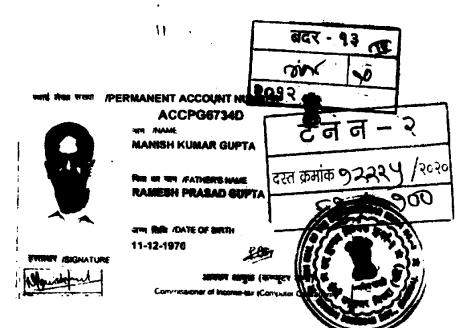
"RESOLVED THAT Mr. Prakash Shah and / or Mr. Manish Gupta and / or Mrs. Meera Bharti and / or Mr. Milind Joshi and / or Mr. Sanjeev Pillai be and are hereby authorised jointly and severally, to sign and execute on behalf of the Company, agreements, declarations, affiliavits, attestations, no objection certificates, consents, writings, applications, representations, clarifications, verifications and such other incidental deeds and documents etc. in respect of Apartments/ Flats/ Shops /offices and to register or cause to be registered with the authorities and/or to represent or issue Power of Attorney for the said purpose, on behalf of the Company, before government authorities for the same."

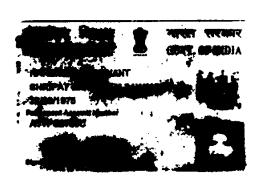
Certified true copy For Roma Builders Private Limited

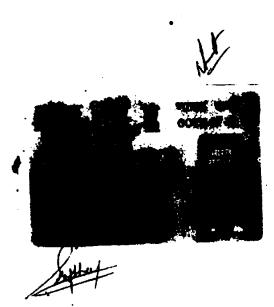
Director

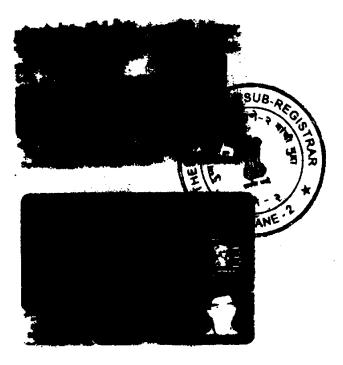


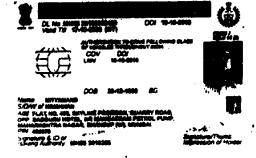


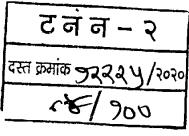


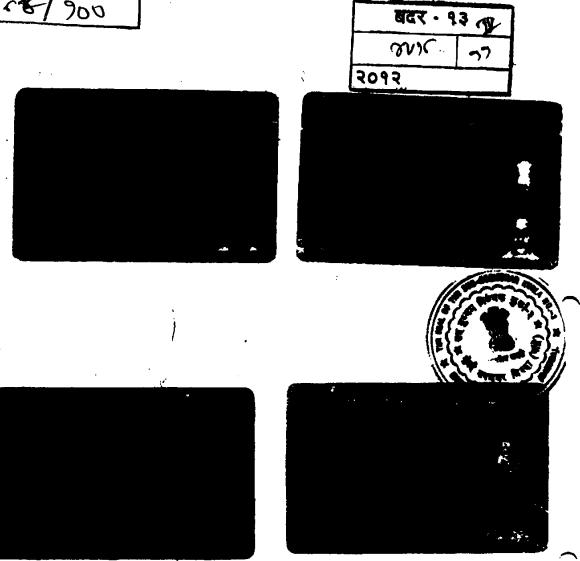




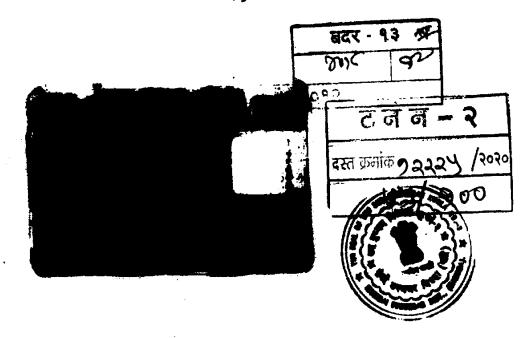




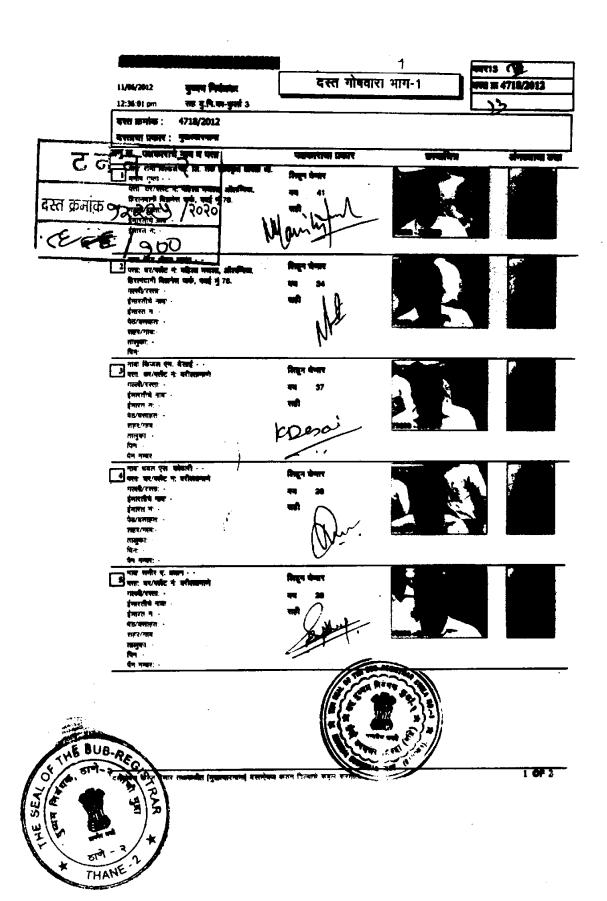


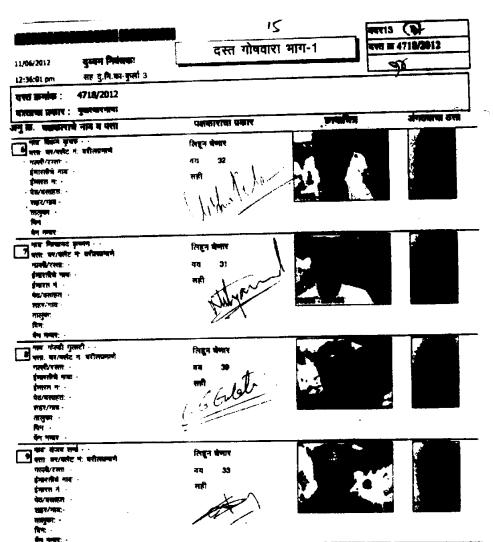


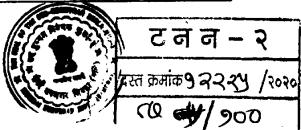






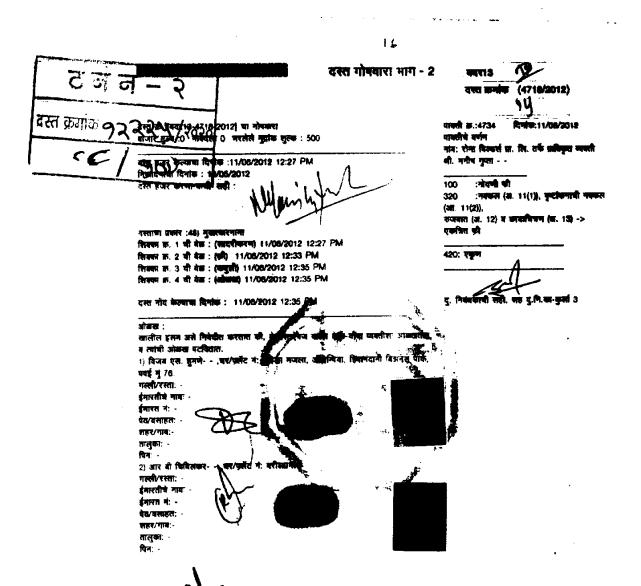






रमारोबज करून देशार राध्यक्रकीत [मुक्कावरमाना] दसाऐबज २००७ दित्याचे कथून करतात





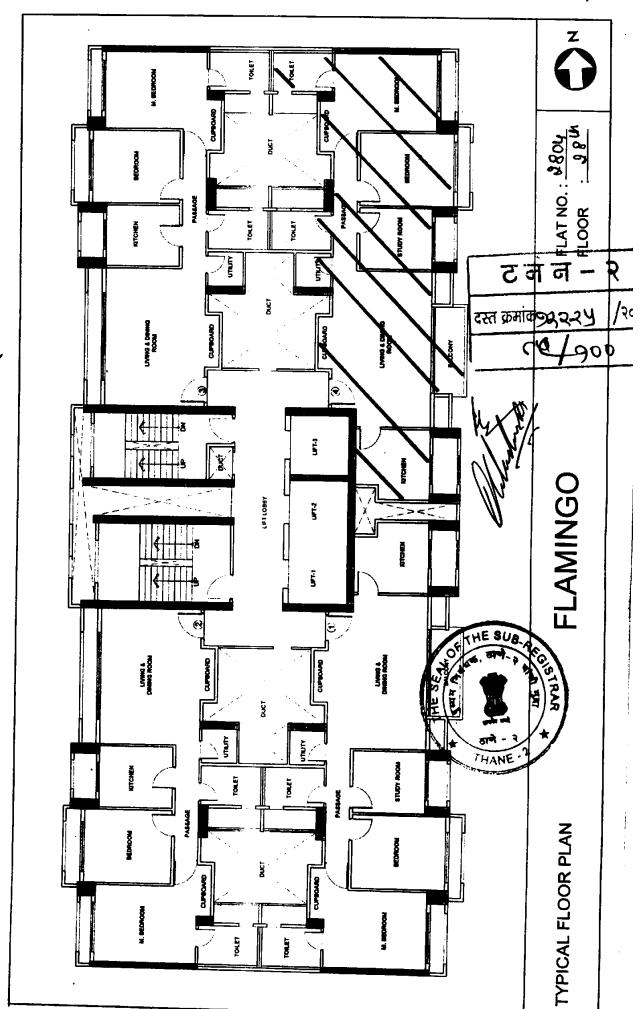
दुः निर्माणनी सही सह दुःगिःशा-शुर्वा ३



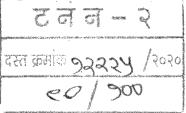
प्रमाणित वारण्यात येते कि या दस्तामध्ये एक्न्म समिद्ध भागे आहत व्यर-१३/ ४८% /२:१२ पुस्तवा क्रम १४% मोंदरा >>१६/१८

> तह. दुय्यम निशंधक कुर्ला-३ मुंबई उपनगर जिल्हा.

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SICADE ANION HIVE REPORT OF INDIA

FOR THE PERSONNEL STATE

Personent Account Number Card

BOKPP1841D

FINE THE FATHER & Name

ARJUN KASHIRAM PAWAR

FINE THE FATHER & Name

KASHIRAM MOHAN PAWAR

FINE THE FATHER & Name

KASHIRAM MOHAN PAWAR



## आधार — सामान्य माणसाचा अधिकार





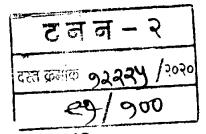


अभित बबन बोराडे Amit Baban Borade जन्म वर्ष / Year of Birth : 1983 पुरुष / Male



7287 6438 4621

Scanned by Cams



## Data of ESBTR for GRN MH004679704202021S Bank - PUNJAB NATIONAL BANK

Bank/Branch

: POWAI

Pmt Txn id Pmt DtTlme : 230920M265201

: 23/09/2020 12:12:34

**Print DtTime GRAS GRN** 

Stationary No.

: 16283144677470 : 23/09/2020 14:44:23

: 03006172020092350068

GRN Date

: MH004679704202021S : 23/09/2020 12:55:40

ChallanidNo District Office Name

: 1201 / THANE

: IGR114 / THN2\_THANE 2 JOINT SUB REGISTRAR

StDuty Schm

: 0030048401-75/ Stamp Duty(Bank Portal)

StDuty Amt

: Rs 5,58,600.00/- (Rs Five Laich Fifty Eight Thousand Six Hundred Rupees Only ) : Rs 30,000.00\* (Rs Thirty Thousand Rypagothic be printed and used Only for verification

RgnFee Schm

Ranfee Amt

**Article** 

: B25

**Prop Mybity** 

: Immovable

Consideration

: 1,86,16,100.00/-

**Prop Descr** 

: FLAT NO 2804,FLAMINGO,,HIRANANDANI,,ESTATE , ,GHODBUNDER

: ,ROAD,THANE (W),Maharashtra

: 400607

**Duty Payer** 

: PAN-BBKPB7072F MADHUSUDAN MAHARUDRA BHOR

Other Party

: PAN-AAACR7605K ROMA BUILDERS PVT LTD

Bank Scroll No

Bank Scroll Date : 24/09/2020

RBI Credit Date

: 24/09/2020

Mobile Number

: 9967888888

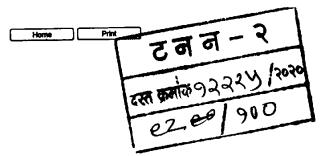




## Challan Defaced Details

Defacement Amount	Userid	Defacement Date	Defacement No.	Remarks	Sr. No.
30000.00	IGR114	29/09/2020-12:39:07	0002204996202021	(IS)-74-12225	
558600.00	IGR114	29/09/2020-12:39:07	0002204996202021	(IS)-74-12225	
5,88,600.00		Total Defacement Amount		(IOFT+TEEE	

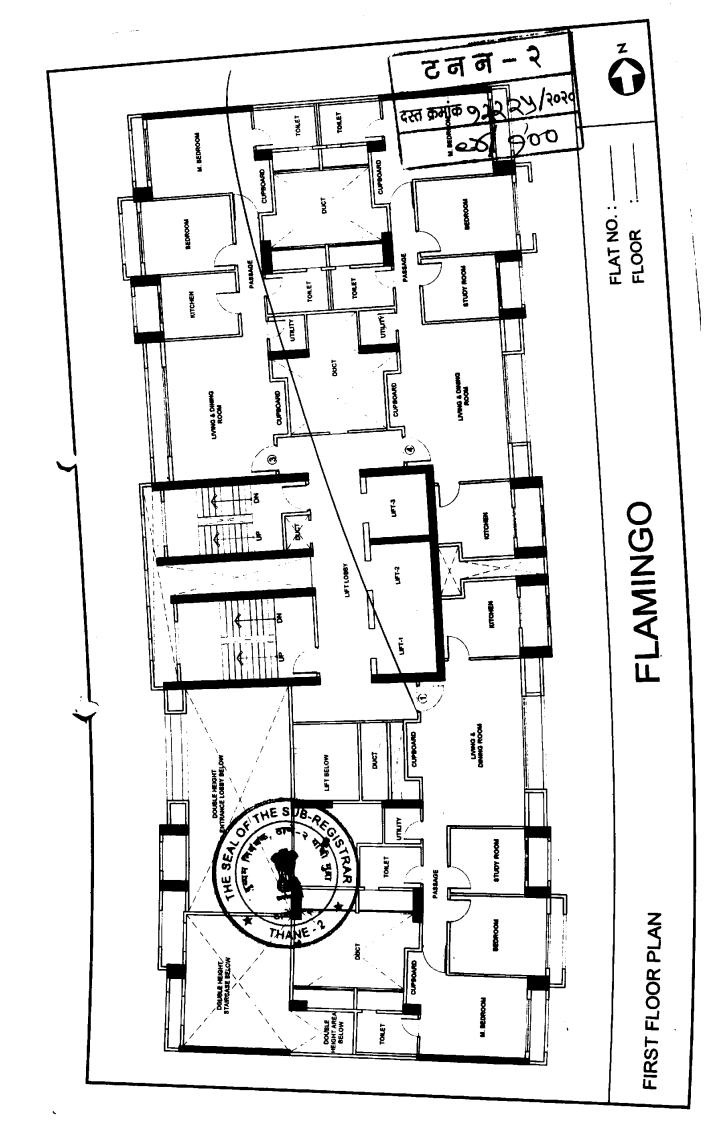
		अस्याका पत्रक	(शहरी क्षेत्र - बांचीय )		L 2020 12:13:10
luation ID 202009	9292344			29 Septem	lber 2020,12:13:19 PM
मुल्यांकनाचे वर्ष जिल्हा मुल्य विभाग उप मुल्य विभाग क्षेत्राचे नांव	2020 ਨਾਯੇ ਜਾਗੂਗ : ਨਾਯੇ 10/41/ ਤਾਂ - ਵਿਧਾ Thane Muncipal	iदानी इस्टेट विकसीत र Corporation	र्तरहे नंबर /सिटीएस नं स	र्द्ध नंबर /न. श्रू क्रमांक :	<b>%</b>
AGU MAUNI .	<b>तार मूल्यदर ₹.</b> नेवासी सदनिका 25900	कार्यालय 144100	द्काने 227900	<b>औपोगी</b> क 144100	मोजमापनाये एकक चौ. मीटर
बांधीय को आधी आहिती बांधकामा क्षेत्र(Built Up)- बांधकामाचे वर्गीकरण- उद्धवाहन सुविधा - Sale Type - irst Sale Sale/Resale of built up Pr घसा-यानुसार मिळकती		यदर =(वार्षिक मुल	0 TO 2वर्षे 21st and Above	जिळकतीचा प्रव जूल्यदर/बांचका कार्पेट क्षेत्र- केवारी )* अजला निहास घ	माचा दर- Rs.125900/- 94 32चीं. मीटर
		= (123900 ° ) = Rs.138490		,	·
<ul> <li>A) मुख्य मिळकतीचे मुल्य</li> <li>E) बंदिस्त वाह्न तळाचे व बंदिस्त वाह्न तळाचे व</li> </ul>	तेत्र पुल्य	= 138490 * 103.752 = Rs.14368614.48/- 27.52ची. मीटर = 27.52 * ( 138490 * = Rs.952811.2/-			
एकदित अंतिम मुन्य	बंदिस्त वास्त : बाल्कनी = A + B + C	तीचे मुस्य +तळघराचे मुस्य तळाचे मुस्य + बुस्या जनिन 	ोवरीस वाहन तळाचे मुल्य + -1	व + समतच्या गच्छोचे मूल्य + इसारती सोवतीच्या बुल्या जागे	वरीस मध्यीचे मुल्य + चे मुल्य + बंदिस्त

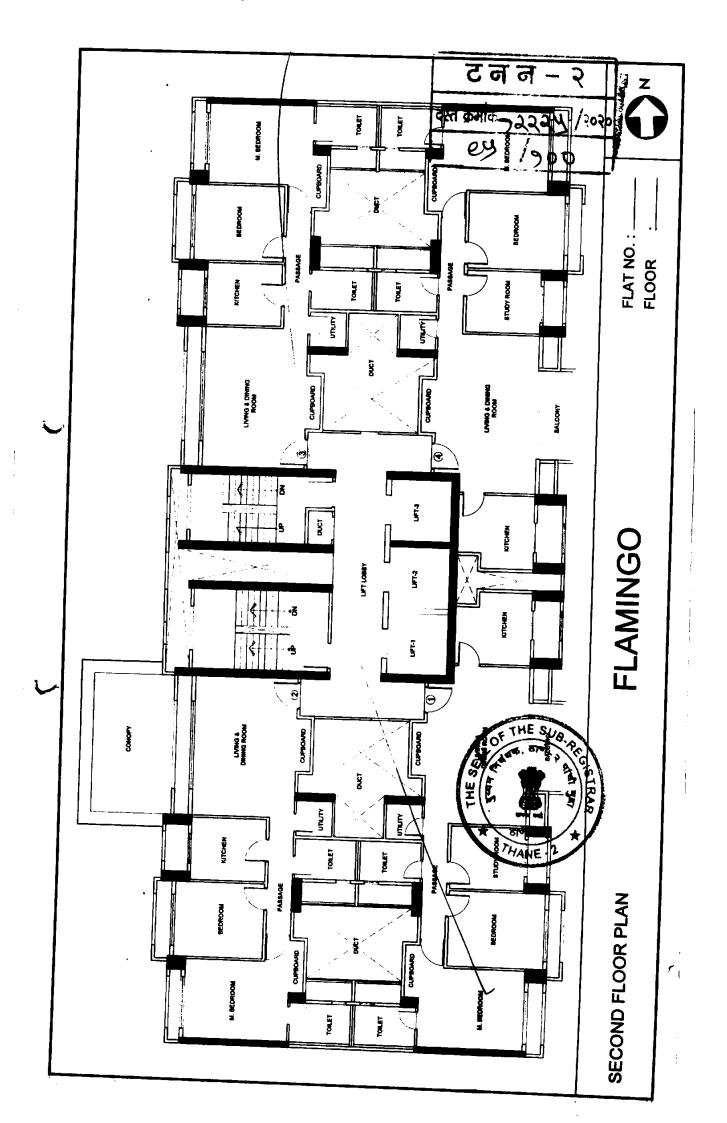


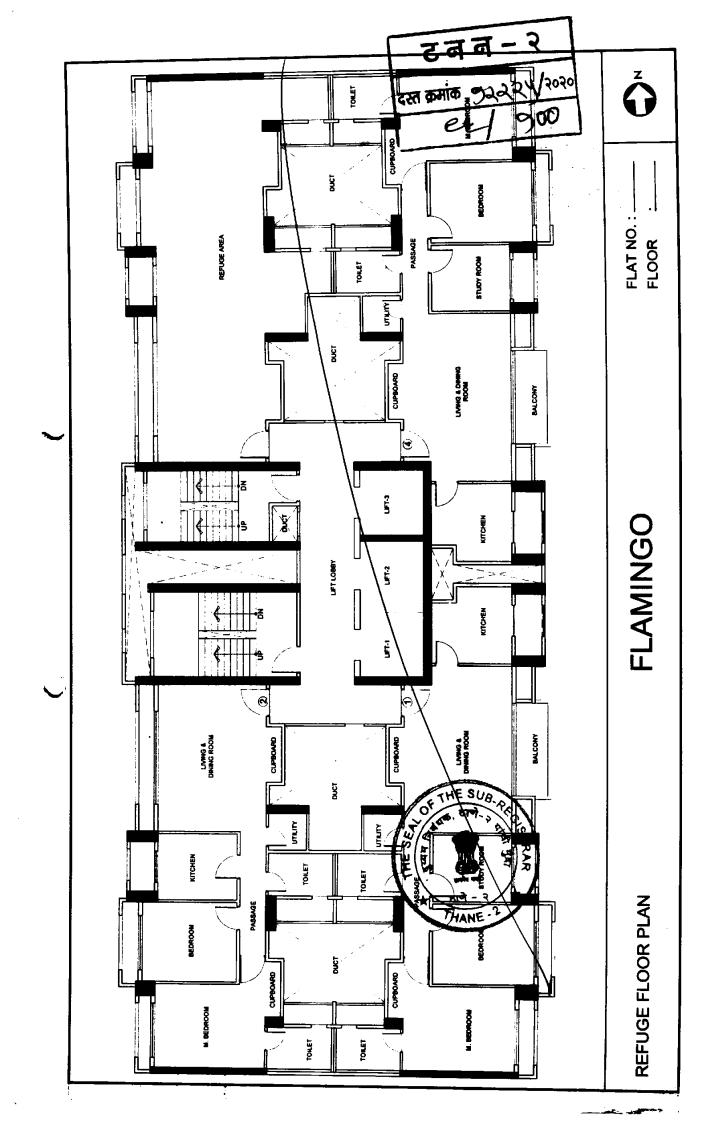


टनन-२ रस्तक्रमार १२२२५ /१०२० ७३ /१०००









ट न न - २ इस इमांक २२२५/२०२० ey / १००



74/12225

मंगळवार,29 सप्टेंबर 2020 12:39 म.नं.

दस्त गोचवारा भाग-1

टनन2 **८**< ७०० दस्त क्रमांक: 12225/2020

दस्त क्रमांक: टनन2 /12225/2020

बाजार मुल्य: रु. 1,53,22,000/-

मोबदला: रु. 1,86,16,100/-

भरलेले मुद्रांक शुल्क: रु.5,58,600/-

दु. नि. सह. दु. नि. टनन2 यांचे कार्यालयात अ. कं. 12225 वर दि.29-09-2020

रोजी 12:36 म.नं. वा. हजर केला.

पावती:13429

पावती दिनांक: 29/09/2020

सादरकरणाराचे नाव: मधुसुदन महारुद्र भोर

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

₹. 2000.00

पृष्टांची संख्या: 100

एकुण: 32000.00

Joint Sub Begistrar Thane 2

Joint Sub Registrar Thane 2

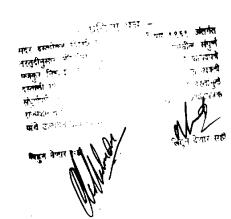
दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्<mark>या हद्दीत किंवा स्थासगत अससेल्या कोणत्याही कटक</mark> क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का कं. 1 29 / 09 / 2020 12 : 36 : 56 PM ची वेळ: (सादरीकरण)

शिक्का कं. 2 29 / 09 / 2020 12:38:02 PM ची वेळ: (फी)





टनन2 दस्त गोषवारा भाग-2 दस्त क्रमांक:12225/2020 29/09/2020 1 35:14 PM दस्त क्रमांक :टनन2/12225/2020 दस्ताचा प्रकार :-करारनामा द्यायाचित्र क्षेगठयाचा ठसा पक्षकाराचा प्रकार पक्षकाराचे नाव व पता अनु क्र. निहून घेणार नाव:मधुसुदन महारुद्र भोर पत्ता:प्लॉट नं: बी-1903, माळा नं: 19 वा मजला , इमारतीचे नाव: बज ग्रीन वय:-40 वेति, ब्लॉक नं: -, रोड नं: कोलशेत रोड ठाणे प , महाराष्ट्र, ठाणे. स्वावरी:-पेन नेबर:BBKPB7072F वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कनुल करतात. ओळख:-खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-वानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात द्धायाचित्र क्षंगड्याचा ठसा अनुक्र, पक्षकाराचे नाव व पता नाव:अर्जुन पवार -वय:28 पत्ता:102 मणेश गजानन सोसा हिरानदानी इ. ठाणे स्वाक्षरी पिन कोश:400607 नाव:अभित बोराडे बव:37 पत्ता:सेल्स ऑफिस हिरानंदानी इस्टेट घोडबंदर रीड ठाणे प स्बाध्यसी पिन कोड:400607

खालील पक्षकाराची कबुली उपलब्ध नाही.

अनुक्रः पक्षकाराचे नावृत्र पत्ता

पंत्रकराच नाव व पत्ता मे रोमा बिल्डर्स प्रा.ति तर्फे प्राधिकृत स्वाक्षरीकर्ता मनीब गुप्ता यांच्या तर्फे कबुली जबाबासाठी :कु.मु.म्हणून नरेंद्र सार्वत प्लॉट नं: 514, माळा नं: 5 वा मजला , इमारतीचे नाव: दलामल टॉवर्स, ब्लॉक नं: -, रोड नं: नरीमन पॉइंट मुंबई , महाराष्ट्र, मुंबई.

AAACR7605K

Joint Sub Registrar Thane 2

Payment Details.

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sr.	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	MADHUSUDAN MAHARUDRA BHOR	eSBTR/Simple Receipt	03006172020092350068	MH004679704202021S	558600.00	SD	0002204996202021	29/09/2020
2		By Cash			2000	RF		
3	MADHUSUDAN MAHARUDRA BHOR	eSBTR/SimpleReceipt		MH004679704202021S	30000	RF	0002204996202021	29/09/2020

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

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दस्त गोषवारा भाग-2

900 टनन2 बस्त क्रमांक:12225/2020

30/09/2020 1 13:57 PM

दस्त क्यांक :टनन2/12225/2020 दस्ताचा प्रकार:-करारनामा

अनुकः

स्रायाचित्र

अंगट्याचा ठसा

पक्षकाराचे नाव व पला

नाव:मे.रोमा बिल्डर्स पा.लि तर्फे प्राधिकृत स्वालरीकर्ता मनीच गुना वांच्या तर्फे लिहून देणार कनुली जवाबासाठी कु.पु.म्हणून नरेंद्र सावंत पत्ता:प्लॉट नं: 514, माळा नं: 5 वा मजला , इमारतीचे नाव: स्लामल टॉवर्स , ब्लॉक र्न: -, रोड र्न: नरीमन पॉइंट मुंबई , महाराष्ट्र, मुंबई. पैन नेक्टAAACR7605K





वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात. शिक्का क.3 भी बेळ:30 / 09 / 2020 01 : 11 : 19 PM

भोळव:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देखा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनुक. पक्षकाराचे नाव व पता

नाव:सुधिर फाळके - -पता:-सेन्स ऑफिस हिरानंदानी इस्टेट घोडबंदर रोड ठाले प पिन को**ड:400607** 



स्वाक्षरी



नाव:अमित बोराडे

बव:37 पत्ताःनेत्न ऑफिन हिरानंदानी इस्टेट घोडबंदर रोड ठाचे प पिन कोड:400607





धालील पद्मकाराची कबूली उपलब्ध आहे

अनु क्र.

पक्षकाराचे नाव व पत्ता

मध्सदन महारुद्ध :भोर

पद्मिट ने: बी-1903, माळा ने: 19 वा मजला , इमारतीचे नावः जब बीन वैति, ऋतंक ने: -, रोड ने: कोलशेत रोड ठाणे प , महाराष्ट्र, ठाणे. 88KP87072F

बानील पश्चनाराची कवली उपलब्ध आहे

अनु क्र.

पक्षकाराचे नाव व पत्ता मधुनुदन महारुद्र :भोर

प्लॉर्ट नं: बी-1903, माळा नं: 19 वा मजला , इमारतीचे नाव: अब बीत बेलि, ब्लॉक तं: , रोड नं: बंशनशेत रोड ठाणे प , महाराष्ट्र, ठाणे.

शिकका क्र.4 ची वेळ:30 / 09 / 2020 01 : 12 : 33 PM

शिक्षा क.5 भी बेळ:30 / 09 / 2020 01 : 12 : 44 PM नोंदणी पुस्तक । मध्ये Joint Sub Registrer Theme 2

Payment Details.

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Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
MADHUSUDAN MAHARUDRA BHOR	ASRTR/Simple	03006172020092350068	MH004679704202021S	558600.00	SD	0002204996202021	
	By Cash			2000	DE.		***************************************
MACHUSURAN							
			MH004679704202021S	30000	RF	0002204996202021	29/09/2020
Stamp Duty] [RF:	Registration Fee] [DHC:	Document Handling Chai	oesi				*****
	Purchaser  MADHUSUDAN MAHARUDRA BHOR  MADHUSUDAN MAHARUDRA BHOR	Purchaser Type  MADHUSUDAN eSBTR/Simple Receipt  By Cash  MADHUSUDAN MAHARUDRA BHOR  BY Cash  MADHUSUDAN MAHARUDRA BHOR	Purchaser Type Verification no/Vendor  MADHUSUDAN MAHARUDRA Receipt 03006172020092350068  By Cash  MADHUSUDAN MAHARUDRA eS8TR/SimpleReceipt By Cash	Purchaser Type Verification no/Vendor GRN/Licence  MADHUSUDAN MAHARUDRA BHOR By Cash  MADHUSUDAN BY Cash  MADHUSUDAN BY Cash  MADHUSUDAN MAHARUDRA BHOR BSTR/SimpleReceipt BhOR  MEDITARIO BROWN BSTR/SimpleReceipt BSTR/Simpl	Purchaser         Type         Verification no/Vendor         GRN/Licence         Amount           MADHUSUDAN MAHARUDRA BHOR         eSBTR/Simple Receipt         03006172020092350068         MH004679704202021S         558600.00           MADHUSUDAN MAHARUDRA BHOR         eSBTR/SimpleReceipt         MH004679704202021S         30000           Stamp Dutyl IRF: Registration Feel IDHC: Document Hospital Control         Characterists (Procument Hospital Control         Characterists (Procument Hospital Control	Purchaser Type Verification no/Vendor GRN/Licence Amount Used At MADHUSUDAN GESTR/Simple Receipt 03006172020092350068 MH004679704202021S 558600.00 SD By Cash 2000 RF MADHUSUDAN MAHARUDRA BHOR BSTR/SimpleReceipt MH004679704202021S 30000 RF MH004679704202021S MH	Purchaser         Type         Verification no/Vendor         GRN/Licence         Amount         Used At         Deface Number           MADHUSUDAN MAHARUDRA BHOR         eSBTR/Simple Receipt         03006172020092350068         MH004679704202021S         558600.00         SD         0002204996202021           MADHUSUDAN MAHARUDRA BHOR         eSBTR/SimpleReceipt         MH004679704202021S         30000         RF         0002204996202021           Stamp Dutyl IRF-Registration Feet IDMC: Document Medition Control         Document Medition Control         MH004679704202021S         30000         RF         0002204996202021

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पहीले नवरमे पुकात अ. नं - १२२५ वर नोंदला.

> Robinsally (set off. delogist) सह. दुव्यम निबंधक ठाणे क. २

B. ... 20/10/11/20

