

Ref. No.: AROA/A3002/20230318

Date : 18th March, 2023.

To,

Mr. Hari B. Mujat

Mrs. Shreya H. Mujat

Address: B-2403, Shreeji Heights,
Plot No.1, 1A, 1B & 1C, Sector 46A,
Seawoods, Nerul, Navi Mumbai 400706.

U15420MH1996PTC096832

Ref.: Reservation of **Flat No. 3002** on the **30th Floor**, in **Building 'A'** in the Residential cum Commercial building known as **"ONE AKSHAR"** comprising of Ground plus 32 upper floors [(On Ground Floor - 15 Commercial unit + Stilt) + (1 showroom on 1st Floor (Commercial) + Podium Parking) + (on 2nd to 4th Floor having Podium Parking) + (5th Floor having Podium + RG + Swimming Pool+ Fitness Center + Society office) + (6th to 32nd floor Residential having 54 flats) + (33th Floor having Amenities Area)] and residential Building 'B' of Ground floor plus 24 upper floors (Ground to 5th consisting of mechanical parking) plus 19 upper floors having 19 flats.] situate, lying and being at situated at Plot No.7, Sector 13, Sanpada, Navi Mumbai admeasuring 4902.410Sq. Meters or thereabouts.

1. By a Scheme "MM-I/01/Nerul & Sanpada/2016-17" the City and Industrial Development Corporation of Maharashtra Limited (the "**CIDCO**") has invited Tender for the Plot No.7 admeasuring 5121.70 Sq. Meters or thereabout situated at sector 13, Sanpada, Navi Mumbai (the "**Said Tender Plot**") on "Lease of Residential Cum Commercial Plot" basis on lease for a period of 60 years with right to Develop the said tender plot as permissible under General Development Control Rule of Navi Mumbai. We had submitted the tender for the said Tender Plot and paid EMD of Rs.3,98,26,340/- for the same. The CIDCO vide an open

auction on 02/06/2016 accepted our tender being the highest bidder at Rs.3,07,555/- per Sq. Meters.

2. Vide "Allotment letter" dated 25/8/2016 issued by CIDCO bearing reference no. 70001587/90042009/322 (the "**Allotment Letter**") allotted said tender plot to us. As per the conditions mentioned in the said allotment letter we had to pay a premium of Rs.157,52,04,444.00 which has been paid by us in installments on various dates.
3. Vide Corrigendum letter dated 22/05/2017 bearing no.P-SAN-13-7/784 CIDCO informed us that the area mentioned in said allotment letter for the said tender plot stands revised from 5212.700 Sq. Meters to 4902.410 Sq. Meters (the "**said plot**"). The said plot is more particularly described in the "**First Schedule**" appended hereto.
4. Vide "Agreement to Lease" dated 24.07.2017 executed between us and CIDCO Ltd and registered with Sub Registrar of Thane 6 under registered serial no. TNN6-8257-2017 CIDCO has agreed to lease the said plot after constructing building or buildings for *Residential Cum Commercial use* and has permitted to occupy said plot from date of execution of said Agreement to Lease.
5. We had mortgaged the said plot with Housing Development Finance Corporation Limited (the "**HDFC**") vide "Unilateral Indenture of Mortgage" dated 02.08.2017 and same has been registered with the Sub Registrar of Assurance-Thane 8 under registered serial no.TNN8-10671-2017 (the said "**Mortgage Deed**").
6. We had entered into an agreement with Architect registered with the Council of Architect being "SOYUB TALIB ARCHITECTS PVT LTD" having address at 1405/1406, Solitaire, Sanpada, Navi Mumbai.

7. We have appointed “STRUCTURAL CONCEPT DESIGNS PVT. LTD” as RCC Consultants/ Structural Engineer and have entered into standard Agreement for carrying out construction of the said Building and also have entered into standard Agreement with the Architect for preparing plans of the said Building.
8. We have also appointed Krupa Balia as the Chartered Account to maintain the accounts for the said Project and issue proportionate Completion Certificate for the work completed by us for withdrawal of amounts from the separate Bank Account specifically opened for the said Project as per the Real Estate (Regulation and Development) Act, 2016.
9. Vide application dated 12.02.2018 we made an application before Navi Mumbai Municipal Corporation (the “NMMC”) for obtaining Development permission / Commencement Certificate to construct and develop residential cum commercial building on the said plot. Vide letter dated 07.06.2018 the NMMC granted Development Permission / Commencement Certificate. Accordingly promoter was entitled to construct a building having total built up area of 7353.615 Sq. Meters having Ground + 17 Upper consisting of Residential built up area of 6023.255 Sq. Meters + Commercial built up area of 1330.325 Sq. Meters.
10. Accordingly, we had commenced the construction work on the said plot in accordance to the said Commencement Certificate and upon completing the plinth level work promoter has obtained “Plinth Completion Certificate” dated 07/02/2019 from NMMC.
11. We had obtained ‘Title Certificate’ dated 07/02/2023 issued by Advocate Rajesh H. Patil as per which we have clear and marketable title on the said plot.
12. Subsequently vide Letter date 12/04/2019 bearing reference no. NMMC/TPO/BP/Case No.2019CNMMC14789/1483/2019 issued by NMMC, (the said “*Amended Commencement Certificate*”).

13. Further, for utilizing the said additional FSI of 17,647.667 the Promoter has obtained revised sanctioned plan and development permission from NMMC vide letter dated 21.09.2022 bearing no. NMMC/TPO/BP/2943/2022 (the "Amended Commencement Certificate"), as per which the Promoter is entitled to construct a residential cum commercial project comprising of two (2) buildings, wherein 'Building A' shall consist of Ground floor comprises of 15 commercial units + one Showroom on 1st floor, stilt parking + Three (3) podium parking floors + 5th Floor (having Podium + RG + Swimming Pool+ Fitness Center + Society office) + Twenty Seven (27) upper habitable floors, 33rd floor for amenities and 'Building B' of which Ground + Five (5) floors will be utilized for mechanical parking and Nineteen (19) upper habitable floors together FSI by utilizing 25,001.292 sq. meters of 5.6 FSI on the said Plot (the "**Project**") The Promoter hereby informs to the Allottee that the part area of plot adm. 642.88 sq. meters is affected under Coastal Reservation Zone (CRZ) (the "said CRZ affected area") and promoter has not utilized TDR and/or Premium FSI and/or Ancillary FSI for the said area and the Promoters hereby reserve their right to utilize the said CRZ affected area alongwith permissible premium, TDR and ancillary FSI to be granted thereon by obtaining required permission from the competent authority. The Allottee hereby given their irrevocable consent to the Promoter that on obtaining required permission for the area as stated above, the Promoter is entitled to construct additional floors to utilize the full potential FSI in "A" or "B" building of the Project and for the said purpose the Promoter is not required to take separate NOC of the Allottee at any stage of the development of the said plot. The said Project is more particularly described in "**SECOND SCHEDULE**" hereunder. The said Project along with all its amenities will be known as "ONE AKSHAR". The Allottee has seen the plans for the said project layout and has understood the entire scheme of development and also the entitlement of the Promoter to utilise the full potential FSI for the development of said Project. A copy of the said Amended Commencement Certificate is annexed hereto as **Annexure 'A'**

14. The said project will be known as “**ONE AKSHAR**”. You had seen the plans for the said project layout and has understood the entire scheme of development and also the entitlement of the Promoter to utilize the full potential of FSI for the development of said project.
15. We have registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority under registration no. P51700020810 dated 10/05/2019. The Certificate hereto and marked as “**Annexure B**”
16. You have, prior to execution of this Reservation Letter, satisfied yourself about our title to the said Plot hereunder written and you shall not be entitled to further investigate our title and no requisitions or objections shall be raised on any matter relating thereto.
17. Pursuant to the negotiations we had with you, we are pleased to allot you **Flat No. 3002** on the **30th Floor**, in **Building ‘A’** admeasuring **242.225 Square meters** (Carpet Area) plus **22.500 Square meters** (Floor Bed) & **4.35 Square meters** (Terrace) or thereabouts. The carpet area is inclusive of unfinished wall surface. A copy of Typical Floor Plan is appended hereto as **Annexure “C”** and the said flat/unit is marked separately in the floor plan in the Project known as “**ONE AKSHAR**” is more particularly described in the **Third Schedule** hereunder written to be constructed on the said plot for the total consideration of Rs.12,00,00,000/- and on the following terms & conditions. The said total consideration of **Rs.12,00,00,000/- (Rupees Twelve Crore Only)**, shall be paid by you to us at the time and in the manner within the thirty (30) days from the date of this letter. (time being essence of contract).
18. The said total consideration excludes Taxes [consisting of tax paid or payable by us by way of Value Added Tax, LBT, Service Tax, and Cess, GST or any other similar taxes which may be levied, in connection with the purchase of the said premises and construction of the Project payable by us] payable in accordance with the rules, regulations and notifications applicable at the relevant time up to the date of handing over the possession of

(f) Club house charges.

(g) Or any other charges as fixed by us.

The aforesaid other expenses and charges shall be payable by you on or before the possession or on demand as raised by us.

43. We shall have a first lien charges etc., in respect of any amount remaining unpaid under this Reservation Letter.

44. All costs, charges and expenses including Stamp duty, Registration Charges etc., in respect of this reservation shall be borne and paid entirely by you alone.

45. You have, in token of your having accepted the aforesaid, agreed to sign at the foot of this Letter.

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of the said plot)

A Plot area admeasuring 4902.410 Sq. Meters or thereabouts situated at Plot No.7, situated at Sector 13, Sanpada, Navi Mumbai,

And bounded as follows :

On or towards North	: Plot No. 7A
On or towards South	: Plot No. 8
On or towards East	: 15.00 mtr Wide Road
On or towards West	: Palm Beach Road

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of Project)

The structure known as (i) Building 'A' being residential cum commercial building of Ground floor plus 33 upper floors utilizing of 5.6 FSI [(On Ground Floor — 15 Commercial unit + Stilt) + (1 showroom on 1st Floor (Commercial) + Podium Parking) + (on 2nd to 4th Floor having Podium Parking) + (5th Floor having Podium + RG + Swimming Pool+ Fitness Center + Society office) + (6th to 32nd floor Residential having 54 flats) + (33th Floor having Amenities Area)] and residential Building 'B' of Ground floor plus 24 upper floors (Ground to 5th consisting of mechanical parking) plus 19 upper floors having 19 flats, both together having Residential Built Up Area of 23813.864 Sq. Meters for 73 residential flats + Commercial Built Up Area of 911.619 Sq. Meters on the said plot in the building known as "ONE AKSHAR" constructed on all that piece and parcel of plot more particularly described in the First Schedule.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Description of Flat)

Residential Flat No. 3002 on the 30th Floor, in Building 'A' admeasuring 242.225 Square meters (Carpet Area) plus 22.500 Square meters (Floor Bed) & 4.350 Square meters (Terrace). totally admeasuring about 269.075 sq. mtrs. in the Project Known as "ONE AKSHAR" being constructed on the plot more particularly described in First Schedule hereinabove.

FOR M/S.AKSHAR REALTORS

(Authorized Signatory)



I/ We hereby confirm the terms and conditions of this Reservation Letter.

Mr. Hari B. Mujat

Mrs. Shreya H. Mujat

(Allottee/s)