Adv. Sagar B. Wani

Managing Director





# SHREE DURGA

ESTATE AGENCY PVT. LTD.



Seller Name :\_\_\_\_\_

Property Details: Federt No - 602 D-6

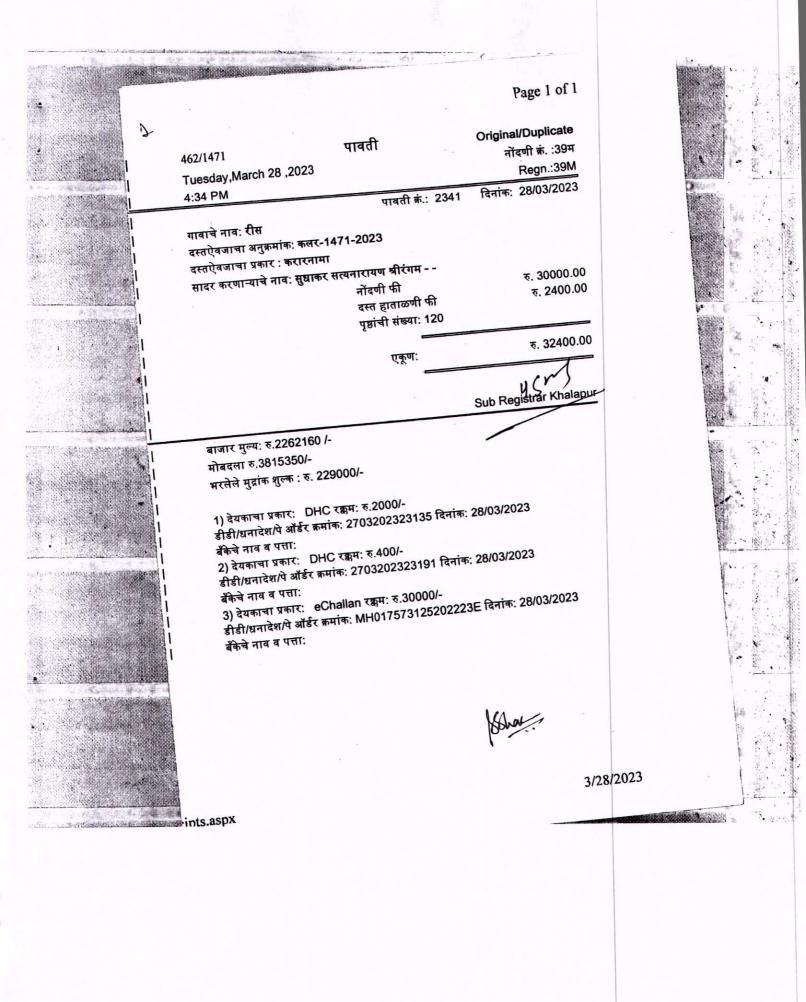
# **ALL TYPES OF**

- ▶ Stamp Duty & Registration Work & Adjudication
- ► CIDCO Transfer Society Registration & Conveyance
  - ► Commercial Property Registration For Mobile, Telephony Towers

Sagar Wani : \$\square\$ 9821500002 Rahul Bhalekar : \$\square\$ 9323228216

sagarwani.panvel3@gmail.com

Shop No.5, Gr.Floor, Neel Orchid CHS., Opp.St.Joseph(Ryan) High School, Sec.-10, Khanda Colony, New Panvel.



Ray	
LoPat	

सूची क्र.2

दुय्यम निबंधक : दु.नि. खालापूर

दस्त क्रमांक : 1471/2023

नोदंणी :

Regn:63m

		-
गावाचे	नाव :	रास

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

28/03/2023

3815350

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे) 2262160

(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)

1) पालिकेचे नाव:रायगड इतर वर्णन :, इतर माहिती: , इतर माहिती: सदिनका क्र.602,सहावा मजला,बिल्डिंग क्र.6,डी टाईप,चॉईस अंबे स्मृती,फेज-2,सर्व्हें क्र.22/2 व 24/1,रीस,ता.खालापूर,जि.रायगड. क्षेत्र 55.80 चौ.मी.कारपेट रेरा नं P52000027236( ( Survey Number : 22/2 व 24/1 ; ) )

(5) क्षेत्रफळ

1) 55.80 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता 1): नाव:-मे. चाँईस बिल्डकाँन एल.एल.पी. तर्फे भागीदार दिपक वालजी कारीया यांचे कु.मु. म्हणून भावीन महाडिक - वय:-35; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: १४०२, भूमिराज कोस्टारीका, प्लॉट क्र.१ व २, सेक्टर १८, पाल्म बीच रोड, सानपाडा, नवी मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:-400705 पॅन नं:-AAKFC3820G

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता :1): नाव:-सुधाकर सत्यनारायण श्रीरंगम - - वय:-48; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: प्लॉट क्र.४०, कांपती रोड, विनायक नगर, खैरी, आकाशवाणी, नागपूर., ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, नागपुर. पिन कोड:-441002 पॅन नं:-AXEPS2597P

2): नाव:-जयश्री सुधाकर श्रीरंगम - - वय:-43; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: प्लॉट क्र.४०, कांपती रोड, विनायक नगर, खैरी, आकाशवाणी, नागपूर., ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, नागपुर. पिन कोड:-441002 पॅन नं:-IGYPS4759E

(9) दस्तऐवज करुन दिल्याचा दिनांक

28/03/2023

(10)दस्त नोंदणी केल्याचा दिनांक

28/03/2023

(11)अनुक्रमांक,खंड व पृष्ठ

1471/2023

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

229000

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

30000

(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:.

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(ii) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.

# Payment Details

sr.	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	SUDHAKAR SATYANARAYANA SRIRANGAM AND JAYASHRI SUDHAKAR SHRIRANGAM	eChallan	69103332023032726110	MH017573125202223E	229000.00	SD	0008689079202223	<b>28/03/202</b> 3
2	-	DHC		2703202323135	2000	RF	2703202323135D	28/03/2023
3		DHC	•	2703202323191	400	RF	2703202323191D	28/03/2023
4	SUDHAKAR SATYANARAYANA SRIRANGAM AND JAYASHRI SUDHAKAR SHRIRANGAM	eChallan		MH017573125202223E	30000	RF	0008689079202223	<b>28/03/202</b> 3

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



		मूल्यांकर	न पत्रक ( प्रभाव क्षेत्र - बांधीव )			
Valuation ID	20230	3289900			2	8 March 2023,03:51:30 F
मूल्यांकनाचे वर्ष	2022					
जिल्हा	रायगड					
तालुक्याचे नांव :	खालाप्र					
गांवाचे नांव :	रीस					
प्रमुख मूल्य विभाग :	27					
उप मूल्य विभाग :	27.1					
क्षेत्राचे नांव	Influence Are	a	सर्व्हे नंबर /न.	भू क्रमांक :	22	
वार्षिक मूल्य दर तक	त्यानुसार मूल्यदर रू.					
मूल्यदर			मोजमापनाचे एकक			
35100			चौ. मीटर			
बांधीव क्षेत्राची माहिती						
मिळकतीचे क्षेत्र -	61.38चौ. मीटर	मिळकतीचा वापर -			तीचा प्रकार -	बांधीव
	0 - 0	Q-04-	0 TO 2वर्षे	मल्यट	र/बांधकामाचा	दर- Rs.35100/-
बांधकामाचे वर्गीकरण	<ul><li>।-आर सा सा</li></ul>	मिळकतीचे वय -	0.10.299	Υ		
उद्ववाहन सुविधा - Sale Type - First Sal	आहे	मजला -	5th to 10th Floor	2		
उद्ववाहन सुविधा - Sale Type - First Sal Sale/Resale of built	<b>आहे</b> e	मजला - after circular dt.02/01 दर =(वार्षिक	5th to 10th Floor /2018 मूल्यदर * घसा-यानुसार टक्केवारी			
उद्ववाहन सुविधा - Sale Type - First Sal Sale/Resale of built	आहे e up Property constructed :	मजला - after circular dt.02/01 दर =(वार्षिक	5th to 10th Floor /2018			
उद्ववाहन सुविधा - Sale Type - First Sal Sale/Resale of built	आहे e up Property constructed :	मजला - after circular dt.02/01 दर =(वार्षिक	5th to 10th Floor /2018 मूल्यदर * घसा-यानुसार टक्केवारी * (100 / 100 ) )			·
उद्ववाहन सुविधा - Sale Type - First Sal Sale/Resale of built	आहे e up Property constructed :	मजला - after circular dt.02/01 दर =(वार्षिक = (35100	5th to 10th Floor /2018 मूल्यदर * घसा-यानुसार टक्केवारी * (100 / 100 ) )	7)		
उद्ववाहन सुविधा - Sale Type - First Sal Sale/Resale of built घसा-यानुसार मिळव	आहे e up Property constructed : इतीचा प्रति चौ. मीटर मूल्य	मजला - after circular dt.02/01 दर =(वार्षिक = (35100	5th to 10th Floor /2018 मृत्यदर * घसा-यानुसार टक्केवारी * (100 / 100 ) ) 00/- = 1.05 of 35100 = Rs.36855/-	)		
उद्ववाहन सुविधा - Sale Type - First Sal Sale/Resale of built घसा-यानुसार मिळव tules Applicable	आहे e up Property constructed : कतीचा प्रति चौ. मीटर मूल्य मजला निहाय घट/वाढ	मजला - after circular dt.02/01 दर =(वार्षिक = (35100	5th to 10th Floor /2018 मूल्यदर * घसा-यानुसार टक्केवारी * (100 / 100 ) ) (KI)-	)		
उद्ववाहन सुविधा - Sale Type - First Sal Sale/Resale of built घसा-यानुसार मिळव Rules Applicable	आहे e up Property constructed : कतीचा प्रति चौ. मीटर मूल्य मजता निहाय घट/वाढ 3 .19 .18	मजला - after circular dt.02/01 दर =(वार्षिक = (35100	5th to 10th Floor /2018 मृत्यदर * घसा-यानुसार टक्केवारी * (100 / 100 ) ) 00/- = 1.05 of 35100 = Rs.36855/-	)		
उद्ववाहन सुविधा - Sale Type - First Sal Sale/Resale of built	आहे e up Property constructed : कतीचा प्रति चौ. मीटर मूल्य मजता निहाय घट/वाढ 3 .19 .18	मजला - after circular dt.02/01 दर =(वार्षिक = (35100	5th to 10th Floor  /2018  मूल्यदर * घसा-यानुसार टक्केवारी * (100 / 100 ) )  (100/- = 1.05 of 35100 = Rs.36855/- = वरील प्रमाणे मूल्य दर * मिळ	)		
उद्ववाहन सुविधा - Sale Type - First Sal Sale/Resale of built घसा-यानुसार मिळव Rules Applicable	आहे e up Property constructed : कतीचा प्रति चौ. मीटर मूल्य मजला निहाय घट/वाढ  3.19.18 मुख्य मिळकतीचे मूल्य	मजला -  ufter circular dt.02/01  दर =(वार्षिक : = (35100 = Rs.351  क्तीचे मृत्य + खुल्या जिमर्ने वे मृत्य + इमारती भोवतीच	5th to 10th Floor  /2018  ## (2018   ## (20	क्ततीचे क्षेत्र		
उद्ववाहन सुविधा - Sale Type - First Sal Sale/Resale of built घसा-यानुसार मिळव tules Applicable	आहे  e up Property constructed :  pतीचा प्रति चौ. मीटर मूल्य  मजला निहाय घट/वाढ  3.19.18  मुख्य मिळकतीचे मूल्य  मुख्य मिळकतीचे मूल्य	मजला -  after circular dt.02/01  दर =(वार्षिक : = (35100 = Rs.351  क्तीचे मृत्य + खुल्या जिमती के मृत्य + इमारती भोवतीच कातळ C + D + E + F + G +	5th to 10th Floor  /2018  मूल्यदर * घसा-यानुसार टक्केवारी * (100 / 100 ) )  (00/- = 1.05 of 35100 = Rs.36855/-  = वरील प्रमाणे मूल्य दर * मिळ = 36855 * 61.38 = Rs.2262159.9/-  विदील वाहन तळाचे मूल्य + बंदिस्त वाहन या खुल्या जागेचे मूल्य + तळघराचे मूल्य H + I + J	क्ततीचे क्षेत्र		
उद्ववाहन सुविधा - Sale Type - First Sal Sale/Resale of built घसा-यानुसार मिळव tules Applicable	आहे e up Property constructed : कतीचा प्रति चौ. मीटर मूल्य  मजला निहाय घट/वाढ  3 .19 . 18  मुख्य मिळकतीचे मूल्य  - मुख्य मिळकतीचे स्वयंचितत वा  = \( \lambda + \text{B} \) 18  = 2262159.	मजला -  after circular dt.02/01  दर =(वार्षिक : = (35100 = Rs.351  की मृत्य + खुल्या जिमेने वे मृत्य + इमारती भीवतीच व्नतळ C + D + E + F + G + 9 + 0 + 0 + 0 + 0 + 0	5th to 10th Floor  /2018  मूल्यदर * घसा-यानुसार टक्केवारी * (100 / 100 ) )  (00/- = 1.05 of 35100 = Rs.36855/-  = वरील प्रमाणे मूल्य दर * मिळ = 36855 * 61.38 = Rs.2262159.9/-  विदील वाहन तळाचे मूल्य + बंदिस्त वाहन या खुल्या जागेचे मूल्य + तळघराचे मूल्य H + I + J	क्ततीचे क्षेत्र		
उद्ववाहन सुविधा - Sale Type - First Sal Sale/Resale of built घसा-यानुसार मिळव tales Applicable	आहे e up Property constructed : कतीचा प्रति चौ. मीटर मूल्य  मजला निहाय घट/वाढ  3 .19 . 18  मुख्य मिळकतीचे मूल्य  - मुख्य मिळकतीचे स्वयंचितत वा  = \( \lambda + \text{B} \) 18  = 2262159. = Rs.226216	मजला -  after circular dt.02/01  दर =(वार्षिक : = (35100 = Rs.351  की मृत्य + खुल्या जिमेने वे मृत्य + इमारती भीवतीच व्नतळ C + D + E + F + G + 9 + 0 + 0 + 0 + 0 + 0	5th to 10th Floor  /2018  मूल्यदर * घसा-यानुसार टक्केवारी * (100 / 100 ) )  /00/-  = 1.05 of 35100 = Rs.36855/-  = वरील प्रमाणे मूल्य दर * मिळ = 36855 * 61.38 = Rs.2262159.9/-  वीवरील वाहन तळाचे मूल्य + बंदिस्त वाहन या खुल्या जागेचे मूल्य + तळघराचे मूल्य  H + 1 + J + 0 + 0 + 0 + 0	क्ततीचे क्षेत्र		

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3/28/2023

http://10.10.246.39/valuation20222023/Influence/HTMLReports/IBuiltaspx



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### CHALLAN MTR Form Number-6



GRN MH017573125202223E BARCODE			III Date	e 27/03/2023-16:44:2	F	orm	ID 2	5.2	
Department Inspector General Of Registration				Payer Details					
Stamp Duty  Type of Payment Registration Fee		TAX ID / TAN	l (If Any)						
Type of Payment Registration Fee		PAN No.(If A	oplicable)	AXEPS2597P					
Office Name KLR_KHALAPUR SUB REGISTR	AR	Full Name		SUDHAKAR SATYA	NAF	AYA	NA S	RIRAN	IGAN
Location RAIGAD				AND JAYASHRI SUDI	HAK.	AR S	HRIRA	NGAM	
Year 2022-2023 One Time		Flat/Block N	о.	FLAT NO 602 6TH	LOC	OR I	TYPE	BUIL	DINC
Account Head Details	Amount In Rs.	Premises/Bu	ilding	NO 6 CHOICE AMBE	SMF	RUTI			
0030046401 Stamp Duty	229000.00	Road/Street		SURVEY NO 22/2 AN	D 24	/1 VI	LLAGE	REES	
0030063301 Registration Fee	30000.00	Area/Localit	у	TAL-KHALAPUR DIST	-RA	IGAI	0		
		Town/City/D	istrict						
		PIN		4		1	0 2	0	3
		Remarks (If	Any)						
		PAN2=AAKF	C3820G~	SecondPartyName=CH	OIC	E		BUILD	CO
		LLP~CA=381	15350						
DEFACED		×.							
£250000 00									
259000.00		Amount In	Two Lak	th Fifty Nine Thousand	Rupe	es (	Only		
Maleraced	2,59,000.00	Words							
Payment Details IDBI BANK			F	OR USE IN RECEIVING	G BA	NK			
Cheque-DD Details		Bank CIN	Ref. No.	6910333202303272	6110	27	9989218	36	
Cheque/DD No.		Bank Date	RBI Date	27/03/2023-17:56:0	1	No	t Verifie	d with	RBI
Name of Bank		Bank-Branch	n	IDBI BANK					
Name of Branch		Scroll No. , I	Date	100 , 28/03/2023					

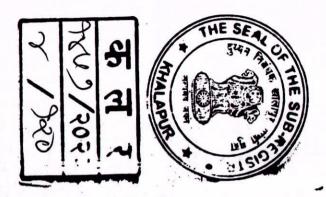
Department ID: Mobile No.: 0000000000 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुय्यम निसंघक कार्यालयाव नोंदणी करावयाच्या दस्तासाठी लागु आहे . नोंदणी न करावयाच्या दस्तासाठी सदर चलन तागु नाही .

#### Challan Defaced Details

Challa	n Delaced Details	//-	TA TONG	10		V	4
Sr. No.	Remarks	Defacement No	y Defacement Date	2 2	Jserld	Defaceme	
	(iS)-462-1471	0008689079202228	28/03/2023 6 33:25	IGR	56	4	30000.00
	(iS)-462-1471	000868907920222	28/03/2025 16:33:25	IGE	56 .		229000.00
	(10) 102 1111	-	Total Defacement amount	ht /			2,59,000.00
			THALAPIN				

कतर १५८९/२०२३ 3/920

Print Date 28-03-2023 04:35:09





# **Receipt of Document Handling Charges**

PRN 2703202323135 Receipt Date 28/03/2023

Received from -, Mobile number 9100000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 1471 dated 28/03/2023 at the Sub Registrar office S.R. Khalapur of the District Raigarh.

<b>Payment</b>	Details

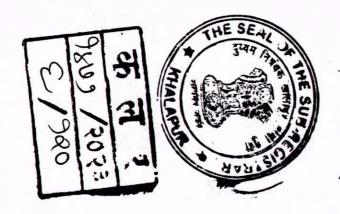
DEFACED

2000

Bank Name	IBKL	Payment Date	27/03/2023	
Bank CIN	10004152023032721253	REF No.	2824984550	
Deface No	2703202323135D	Deface Date	28/03/2023	

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







# **Receipt of Document Handling Charges**

PRN 2703202323191

Receipt Date 28/03/2023

Received from -, Mobile number 9100000000, an amount of Rs.400/-, towards Document Handling Charges for the Document to be registered on Document No. 1471 dated 28/03/2023 at the Sub Registrar office S.R. Khalapur of the District Raigarh.

DEFACED

₹ 400

DEFACED

# **Payment Details**

Bank Name	IBKL	Payment Date	27/03/2023
Bank CIN	10004152023032721300	REF No.	2824985344
Deface No	2703202323191D	Deface Date	28/03/2023

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





क ल ? १५७१/२०२३ ८/१२००



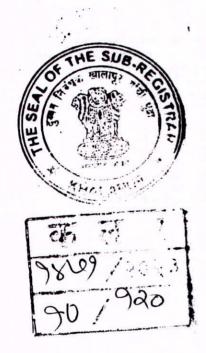
TATEL.

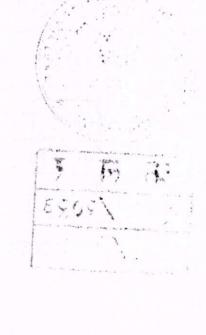
# CHALLAN MTR Form Number-6



GRN MH017573125202223E BARCODE			III III Dat	te 27/03/2023-16;4	4:27	For	m ID	25.2	
Department Inspector General Of Registration				Payer Deta	ils				_
Stamp Duty  Type of Payment Registration Fee		TAX ID / 1	'AN (If Any)						
- Type of Lymon.		PAN No.(I	Applicable)	AXEPS2597P	T				
Office Name KLR_KHALAPUR SUB REGISTRAF	2	Full Name		SUDHAKAR SA	TYAN	ARA	YANA	SRIRA	NGAM
Location RAIGAD				AND JAYASHRI S					
Year 2022-2023 One Time		Flat/Block	No.	FLAT NO 602 6T	+				
Account Head Details	Amount In Rs.	Premises/	Building	NO 6 CHOICE AM					
0030046401 Stamp Duty	229000.00	Road/Stre	et	SURVEY NO 22/2	AND :	24/1	VILLA	GE REE	s
0030063301 Registration Fee	30000.00	Area/Loca	lity	TAL-KHALAPUR D	IST-R	AIG	AD		
		Town/City	District						
		PIN			4	1	0	2 0	3
		Remarks (	f Any)						
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Total THAT APIR	2,59,000.00	Words			2		A,		
Payment Details IDRI BANK			FO	R USE IN RECEIVI	NG B	ANK			
Cheque DD Details		Bank CIN	Ref. No.	691033320230327	2611	27	99892	186	
Cheque/DD No		Bank Date	RBI Date	27/03/2023-17:56:	04:	No	ot Veri	ied with I	RBI
Name of Bank		Bank-Branc	h	IDBI BANK	İ				
Name of Branch		Scroll No.,	Date	Not Verified with S	Scroll	_ (V)			

Department ID : Mobile No. : 00000000000 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोदंणी करावयाच्या दस्तासाठी लागु आहे . नोदंणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही .





PRN 2703202323135 Date 27/03/2023

Received from -, Mobile number 91000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office S.R. Khalapur of the District Raigarh.

Payment Details

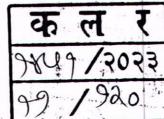
Bank Name IBKL Date 27/03/2023

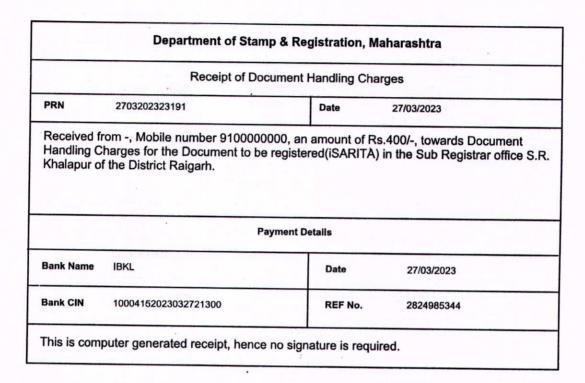
Bank CIN 10004152023032721253 REF No. 2824984550

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

N "78T"









Between

M/S. CHOICE BUILDCON LLP, a partnership firm constituted under the provisions of Indian Partnership Act, 1932, PAN – AAKFC3820G, having Office at 1402, Bhumiraj Costarica, Plot No. 1 & 2, Sector No 18, Palm Beach Road, Sanpada, Navi Mumbai – 400705 through its Partner Shri. DEEPAK VALJI KARIA age 57 years, hereinafter referred to as "PROMOTER/DEVELOPERS" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors/ successor for the time being, the survivor or survivors of them and the heir, executor, administrators and assigns of such last survivor) of the ONE PART,

AND

Mr. SUDHAKAR SATYANARAYANA SRIRANGAM PAN – AXEPS2597P and MRS. JAYASHRI SUDHAKAR SHRIRANGAM PAN- IGYPS4759E having address at: Shrirangam, Plot No.40, Kamptee Road, Vinayak Nagar, Khairy, Khairi Akashwani, Nagpur, Maharashtra 441002 hereinafter referred to as the "ALLOTEE/S/ PURCHASER/S" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to include his / her / their heirs, executors, administrators, and permitted assigns) of the OTHER PART.

#### A. WHEREAS:

1. By and under a Deed of Sale, dated 01/03/1935, Smt. Bhagabai Narayan Mande & Shri. Shankar Narayan Mande had sold, conveyed & transferred the agricultural land bearing Survey No.24, Hissa No.1, and area admeasuring area about H-R-P. 0-50-9 situate, lying & being at Village-Rees, Taluka Khalapur, District Raigad, (hereinafter referred to the as Agricultural Land 24/1) along with other landed properties to Shri. Trimbak Damodar Soman, for consideration and on terms and conditions as set out in the said Deed of Sale. By Mutation Entry No197 Shri. Trimbak Damodar Soman name was entered in revenue record and effected & certified by the Concerned Circle Officer.

Trimbak Damodar Soman died on 03/12/1965 leaving behind him (i) Shri Krushnaji Trimbak Soman,(2)Shri. Vinayak Trimbak Soman,(3) Shri. Madhukar Trimbak Soman, (4)Shri. Shashikumar Trimbak Soman, as a sons and (5)Smt. Umabai Trimbak Soman, as a widow wife (6)Smt. Indumati Dattatray Athavale,(7) Smt. Latabai Sadashiv Paranjpe, (8) Smt. Sulabha Keshav Bhave,(9)Smt. Chhaya Dattatray Karandikar, (10)Smt. Shakuntala Vitthal Gogte and (11) Smt. Shubhangi Mahesh Joshi as a married daughters. After the demise of Shri. Trimbak Damodar Soman, name of Shri Krushnaji Trimbak

Soman was recorded as Karta of Hindu undivided family on the 7/12 extract
of the said Agricultural Land 24/1 Mutation Entry No 831 to
that effect was
effected& certified by the Concerned Circle Officer.

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- 4. By the Sale Deed, dated 29/01/1983 registered under No 119 of 1983 with Sub-Registrar Karjat on same day Shri. Krushnaji Trimbak Soman had sold, conveyed & transferred the said Agricultural Land 24/1 to Shri.Vishwas Dhondo Joglekar and Smt.Kshama Vishwas Joglekar for consideration and on terms and conditions as set out therein.
- 5. Upon the death which occurred prior to two year from the date 28/10/1986 Shri Vishwas Dhondo Joglekar died leaving behind him (1) Smt. Kshama Vishwas Joglekar, (2) Smt. Dipti Vishwas Joglekar, (3) Smt. Hemangi Vishwas Joglekar and (4) Shri Nikhil Vishwas Joglekar as his legal heirs, Hemangi Vishwas Joglekar and Shri. Nikhil Vishwas Joglekar were minor and therefore Smt. Kshama Vishwas Joglekar was recorded as natural guardian of them as a mother. There are no other heirs except them. Mutation Entry No.1724 to that effect was effected& certified by the concerned Circle Officer on 13/11/1986.
- 6. By an independent order under its Ref. No.Binsheti-Kat-3-12148/LNA/SR-78/90, dated 15/07/1991 & Ref. No. Binsheti-Kat-3-9986/Prakra/16/91, dated 20/07/1992 the Hon'ble Sub Divisional Officer, Panvel, has granted its permission to convert the said agricultural Land bearing Survey no. 24/1 (more particularly described in scheudule-2 herein) into nonagricultural land as per the application, dated 09/10/1990 filed by Smt.Kshama Vishwas Joglekar and 3 others, and upon certain terms and conditions contained thereon. And subsequently the said agricultural Land 24/1 was converted into non agricultural land for the construction of building for residential purpose and accordingly the said Agricultural Land 24/1 was divided into non agricultural Plots as per the lay out. Mutation Entry No.2382 to that effect was effected& certified by the concerned Circle Officer on 23/02/1993.
- 7. By and under Conveyance Deed, dated 22/05/1997, (1) Smt. Kshama Vishwas Joglekar, (2) Smt. Dipti Vishwas Joglekar alias Mrs. Dipti Vilas Salunkhe, (3) Shri Nikhil Vishwas Joglekar and (4)Smt. Hemangi Vishwas Joglekar alias Mrs. Rukmini Madhav Gogte had sold, conveyed & transferred the non agricultural land bearing Survey No.24, Hissa No.1, area admeasuring about H.R.P. 0-50-9, situate, lying & being at Village-Rees, Taluka- Khalapur, District Raigad, more specifically described in Second Schedule hereunder written (hereinafter referred to as the Property bearing survey no. 24/1) to Shri Gopal Kandas Gallani for consideration and on terms and conditions as mentioned therein.

The said Conveyance Deed was duly stamped & registered in the office of Sub-Registrar of Assurances at Mumbai vide its registration of Serial No.2142/97 on 22/05/1997. Mutation Entry No.2846 to that effect was effected& certified by the concerned Circle Officer.

In pursuance of the said Conveyance Deed, dated.22/05/1997 (1) Mrs.KshamaVishwas Joglekar, (2) Ms Dipti Vishwas Joglekar *alias* Mrs. Dipti Vilas Salunkhe, (3) Shri. Nikhil Vishwas Joglekar and (4) Ms Hemangi Vishwas Joglekar *alias* Mrs. Rukmini Madhav Gogte, have handed over vacant & possession of the said Property 24/1 to Shri. Gopal Kandas Gallani.

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- 10. Upon execution of said Conveyance Deed, dated.22/05/1997 and upon perusal of Index-II, at Serial No.2142/97 issued by Sub Registrar of Assurances at Mumbai in respect of the same, the Circle Officer of Village-Chowk, Taluka Khalapur has effected & certified the Mutation Entry No.2646 of Village-Rees, Taluka Khalapur. District Raigad.
- 11. By virtue of the said registered Conveyance Deed, dated 22/05/1997, Shri Gopal Kandas Gallani was absolutely seized & possessed of or otherwise well & sufficiently entitled to the said Property bearing Survey No. 24/1.
- 12. The Collector & Competent Authority Thane Nagari Sankulan, Thane has issued ULC certificate, dated.26/03/1999 in respect of the said Property.
- 13. By Development Agreement dated.22/05/1997 (**Development Agreement**) entered into by and between Shri Gopal Kandas Gallani, (being the Owner therein), Mr.S.K. Mistry, (being the Developer therein) and (1) Mrs. Kshama Vishwas Joglekar, (2) Ms Dipti Vishwas Joglekar *alias* Mrs. Dipti Vilas Salunkhe, (3) Shri Nikhil Vishwas Joglekar and (4) Ms Hemangi Vishwas Joglekar *alias* Mrs. Rukmini Madhav Gogte, (being the Confirming Party therein); the Owner has agreed to give development rights on the area of 611.124 Sq. Mtrs. out of total area of said Property 24/1.
- 14. The said Developer Mr. S. K. Mistry has constructed a building structure having ground floor + two upper floors consisting of 12 residential flats as per the sanctioned and approved plan on the area of 611.124 Sq. Mtrs. out of total area of said Property 24/1.
- 15. The said Developer Mr. S. K. Mistry has agreed to sold 8 flats (admeasuring 680 sq.ft each) being flat No 1 to 8 and 10 & 12 unto M/s. Unitop Chemicals Private Limited and M/s. Techno Product (BOM) Private Limited. M/s. Unitop Chemicals Private Limited and M/s. Techno Product (BOM) Private Limited under different agreement of sale and the same have been duly lodged for registration with the office of the Sub-registrar.

16. Due to various reasons, the said Developer Mr. S. K. Mistry could not complete the said building and/or obtain the occupancy control spect of the said building to be constructed on the area of 19.24 Sq. Mistry could not total area of said Property 24/1.

17. By the Deed of Sale cum Conveyance dated 26 Detober 2012 registers under No KLR-1-4288-2013, wherein M/s Choice British Private Limited(being purchaser therein as second part) purchased the said Broverty 24/1 including consisting of 12 residential flats constructed on the area of 611.124 Sq. Mtrs from the M/s. Unitop Chemical Private Limited and M/s. Techno Product (BOM) Private Limited(being the Vectors to ein as first part) with consent of Shri Gopal Kandas Gallan (being the Land Ownetherein as third part) and Mr. S. K. Mistry (being the Developer-confirming party therein as fourth part)upon the consideration and other learns and conditions as therein mentioned.

18. By the Mutation Entry No3435the name of the M/s Choice Buildcon Private Limited are recorded in 7/12 extract by referring INDEX II extract issued by

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the sub registrar, Khalapur District Raigad and Tahsildar, Khalapur by its Order No Hakka nond/Kat/4/10241/08 dated 28/08/2008 in respect of the said Property 24/1;

- 19. One Shri. Ladku Nathu Parange had preferred tenancy suit/application with Tahasildar, Khalapur for declaring him to be the tenant of the agricultural land bearing Survey No22, Hissa No2, area admeasuring about H-R-P. 0-56-1, situate, lying &being at Village Rees, Taluka Khalapur, District-Raigad (hereinafter referred to as the Agricultural Land bearing survey no.22/2). The Tahasildar Khalapurvide its order under Ref. No.18/71, declared Shri Ladku Nathu Parange as a tenant of the said Agricultural Land 22/2 and accordingly name of other tenants Shri. Dattatrey Antu Sawant and Shri. Nathu Pandu Sawant from the other rights column of 7/12 extract were deleted. Mutation Entry No.963 to that effect was effected& certified the concerned Circle Officer.
- 20. Upon the death of Yashodabai Prabhakr Palnitkar, who died on 06/10/1972. Shri Anant Shankar Marathe had produced a registered will, dated. 03/12/1960 and accordingly by virtue of the said will & on vardi, the said Agricultural Land 22/2 was bequeathed to Shri Anant Shankar Marathe. Mutation Entry No.1006 to that effect was effected& certified the concerned Circle Officer.
- 21. The Ladku Nathu Parange, who died intestate on 09/08/1979 leaving behind him Hiru, Laxman, and Eknath as a sons and Mrs Yamuna Gopinath Kurangale, and Mrs Kusum Eknath Longle as a married daughters and no other legal heirs accept them. On the statement given by Mrs. Yamuna Gopinath Kurangale, and Mrs. Kusum Eknath Longle, their names were deleted and all the other landed properties which are shown in Mutation Entry No.1272 were divided among the said three brothers namely Hiru, Laxman, and Eknath. By virtue of the said division, the said Agricultural Land 22/2 had come to the share of Shri. Hiru Ladku Parange and Shri. Eknath Ladku Parange. Mutation Entry No.1272 to that effect was effected & certified the concerned Circle Officer.

22. One Shri Hiru Ladku Parange and Shri. Eknath Ladku Parange was cultivating the said Agricultural Land 22/2, in the capacity of tenants thereof. They had acquired the said Agricultural Land 22/2 under the provisions of Section 32-G of Mumbai Tenancy & Agricultural Lands Act, 1948 and therefore vide under its Rcf. No. Hu.No.Tenancy/Case No.58/91/29/10/91, their names were recorded in the occupants column of 7/12 extract and charge of Rs.5186/- of old occupant Shri. Anant Shankar Marathe was recorded in the other rights column of 7/12 extract. Mutation Entry No. 2276 to that effect was effected& certified the concerned Circle Officer on 07/03/1992.

3. Shri .Hiru Ladku Parange and Shri Eknath Ladku Parange have paid the purchase prize with an interest in respect of said Agricultural Land 22/2under the provisions of Section 32-G of Mumbai Tenancy & Agricultural Lands Act, 1948 and upon perusal of 32-M Certificate No. 32G/58/91/29/10/91 L.S.P. dated.12/07/1993, under the provisions of Mumbai Tenancy & Agricultural Lands Act, 1948, the entry of charge with regard to said purchase price was

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deleted from 7/12 extract of said land. Mutation Entry No. 2419 to that effect was effected& certified the concerned Circle Officer on 30/07/1993.

- 24. By order under its Ref. No. S.R./109/93,(N.A.) dated.16/11/1993, the Hon'ble Sub Divisional Officer, Panvel has granted its permission in favour of Shri. Hiru Ladku Parange to convert the said Agricultural Land bearing Survey No. 22/2 (more particularly described in schedule -1 herein) into non agricultural for residential use. Mutation Entry No. 2438 to that effect was effected& certified the concerned Circle Officer.
- 25. By order under its Ref. No. Masha./L.N.A.1/S.R./395/94, dated.21/01/1995, the Hon'ble Collector, Raigad-Alibag, has granted its permission to convert the said Agricultural Land bearing Survey No. 22/2 into non agricultural land as per the application, dated. 14/01/1994 filed by Shri. Hiru Ladku Parange & 2 others, and upon certain terms and conditions contained therein. And subsequently the said Agricultural Land 22/2was converted into non agricultural land for the construction of building for residential purpose and accordingly the said Agricultural Land bearing Survey NO. 22/2 (more particularly described in schedule 1 herein) was divided into non agricultural Plots as per the lay out. Mutation Entry No. 2672 to that effect was effected & certified the concerned Circle Officer on 14/06/1996.
- 26. By Sale deed dated04/02/1999 registered under No 189 with Sub Registrar of Assurances at Karjat on same date, Shri. Hiru Ladku Parange and Shri. Eknath Ladku Parange had sold, conveyedand transferredthe non agricultural land bearing Survey No.22, Hissa No.2, area admeasuring about H-R-P. 0-56-1, situate, lying &being at Village-Rees, Taluka Khalapur, District Raigad more specifically described in the First Schedule hereunder written (hereinafter referred to as the "Property 22/2") to the Gopal Kandas Gallani with consent Shri. Dhiren Bhikan Rajput by signing the same as a Confirming-Consenting Party, for consideration and on terms and conditions as set out therein. Mutation Entry No. 2851 to that effect was effected& certified the concerned Circle Officer on 10/08/1999.
- 27. In pursuance of the said Deed of Sale, dated 04/201909 Fig. Hiru Ladku Parange and Shri. Eknath Ladku Parange have handed over a dant & peaceful possession of the said Property beating Suit So. 22/2 more particularly described in schedule-1 herein ) to the said Gobble kandas Callani. Thus Gopal Kandas Gallani is absolutely seized a possession of or otherwise well & sufficiently entitled to the said Property beating stilled no 22/2. And also in Village Form VIII-A of Village-Rees, Tal-kh Ladi Salangad, (i.e. also called as Khate Utara-Account No.854) issued by Talathi Salanges, Taluka -Khalapur on 18/01/2008, the said Property 22/2 is shown to have been held by the said Gopal Kandas Gallani.
- 28. By Deed of Sale-cum- Conveyance dated 27<sup>th</sup> June 2008 registered under No KLR-1-2283-2008 with sub registrar of Khalapur on Same date, the Said Gonal Kandas Gallani sold transfer conveyed the said tronerty bearing survey no. 22/2 situated at Village Rees, Taluka Khalapur, District Raigad, to Choice Buildcon Private Limited upon the consideration and upon the other terms and conditions as mentioned therein.

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- 29. By the Mutation Entry No 3436 the name of the M/s Choice Buildcon Private Limited are recorded in 7/12<sup>th</sup> extract by referring INDEX II extract issued by the sub registrar, Khalapur District Raigad and Tahsildar, Khalapur by its Order;
- 30. The said above land Survey no. 22/2, & survey No. 24/1 shall be collectively referred to as admeasuring 10,700 sq. mtrs(As per 7/12 extract) and as per physical survey conducted by survey office/TLIR total area is 13,200 Sq. mtrs(Approx)(hereinafter referred to as the said total land) and thereabouts. The said total land is more particularly described in "First Scheduleand Second schedule" is collectively referred to as (the "said original land").
- 31. In the event that happen above, M/s Choice Buildcon Private Limited are seized possessed of and absolutely entitled to the said Property 24/1 and the said Property 22/2 (hereinafter collectively referred to as "Property") with clear and marketable title free from any encumbrances and reasonable doubts and have begun and are continuing the development.
- 32. Choice Buildcon Private Limited has been converted to "LLP" with effect from 20/05/2015 as certified by the Registrar of Companies, Maharashtra. Thus, the name of the Promoter/ Developers since then was changed to Choice Buildcond LLP. Hence, the reference to Choice Buildcon Private Limited in any documents shall be read as that of the Promoter/ Developers herein i.e. Choice Buildcon LLP;
- 33. Vide permission bearing No. CIDCO/NAINA/Khalapur/Rees/BP-12/CC/2015/2104 dated 9<sup>th</sup> November 2015 granted by the City and Industrial Development Corporation{CIDCO} {copy annexed hereto and marked as Annexure: "C"} .The Promoter has obtained Commencement Certificate and Development permission approving the building plan for the construction of said Project.The said permission has been revised by MSRDC and issued revised commencement certificate bearing No. MSRDC/SPA/Rees/Khalapur/BP-26/CC/2017/722 dated 15.07.2017 . A copy of the said Revised Commencement Certificate dated 15<sup>th</sup> July 2017 hereto as "Annexure- C1".

34. AND WHEREAS the Promoters are entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove;

5. Accordingly, the Promoter has commenced and completed construction of four buildings being building nos. 1 to 4 (comprising of 6 wings) on part of said original land which is separately marked in layout of said original land annexed as Annexure-E. By virtue of notification issued by Navi Mumbai Airport influence Notified Area Authority (the "NAINA"), the said Rees village comes under the NAINA / MSRDC.

AND WHEREAS the Developer is in possession of the project land i.e survey no.22/2 and 24/1 and has exclusive right to dispose off the flats in the proposed new building on ownership basis and to enter into Agreements with the

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Allottees of the Apartments and to receive the sale consideration in respect thereof.

37. The Developer has availed project finance from the Bank of India, Koparkhairane Branch, Navi Mumbai and to secure the repayment of the loan, the Developer has mortgaged the said plot with the said Bank by executing the Mortgage Deed dated the 13/02/2017 Bearing Reg. No.KLR-413-2017.

#### WHEREAS :-

- The Promoter has obtained necessary permissions from various Govt. departments for development of the said Property and construction of the said Building;
- 2. The CIDCO /NAINA/MSRDC/Concern Authority, being also Planning Authority, under the Maharashtra Regional and Town Planning Act,1966, has sanctioned the building plan. The relevant copy/ies of the Commencement Certificate/s is/are annexed herewith and marked as ANNEXURE- C. The Promoter intends to take further approval for 4<sup>th</sup> to 7<sup>th</sup> floor for Building No.7 and the Promoter shall always have the exclusive right to construct and sell the flats in the said floors from 4<sup>th</sup> to 7<sup>th</sup> for Building No.7 to any prospective buyers of Promoter's choice and to appropriate the sale proceeds thereof and the allottee hereby irrevocably consents to the same;
- 3. The copy of Title Certificate (showing the title flow and encumbrances if any, to or upon the said Entire Property /said Property) in respect of the said Property issued by Advocate competent to issue the same has been annexed herewith, as ANNEXURE B and Title Opinion has been handed over separately to the Allottee/s herein and the same shall be read with this Agreement:
- 4. The authenticated copies of 7/12 extract showing the property of title of Promoter to the project land on which the Apartments are constructed have been annexed hereto and marked as Amexure

5. AND WHEREAS the authenticated copies of the sanctioned ayour plan as approved by the concerned Local Authority have been shown to the allottee and is annexed hereto and marked as Annexure E.

6. Pursuant to and in accordance with the aforestated plans and revisions thereof if any, sanctioned and approved by the CIDCO/NA NA/WISRDC/Concern Authority, the Promoter has commenced the development of the said Pair Land comprising of the said Building, While sanctioning the said plans, the CIDCO/ NAINA/MSRDC/ Planning Authority and/or Government imposed certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Property. All terms & conditions imposed by MSRDC in CC/ Revised CC will be binding on every member / purchaser / society and the construction of the said Building and upon due observance and performance of which only the Completion and Occupation

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certificates in respect of the said Project shall be granted by the Planning Authority; The Promoter shall hand over the amenity space as a part of completion process to MSRDC or such other authority as maybe under then prevailing rules and regulations of Maharashtra's Unified Development Control and Promotion Regulations (UDCPR);

- 7. The Promoter has appointed an architect namely "Rajesh R.C.", as prescribed by the council of architects and the Promoter has also appointed structural engineers CSE Consultants Mr. Abhishek Shah for the preparation of the structural design and drawings of the said Building and the Promoter accepts the professional supervision of the architect and the structural engineer or any replacement thereof till the completion of the said Building;
- 8. The Allottee has demanded from the Promoter and the Promoter has given to the allottee inspection of all the documents of title including copies of the all development permissions and sanctioned plans. "Certificate of Title" dated 25/03/21 issued by Advocate Mahesh G Bhagat relating to the said total land is appended hereto as "Annexure- B" and of such other documents as are specified under applicable statute and rules and regulations. In addition, the Allottee has also perused the 'Architect Certificate' and the drawing certifying the carpet area of various units along with limited common area in respect of each unit all such documents are available at the site office and is available for verification by the Allottee after giving a reasonable notice.
- 9. The Allottee has prior to the execution of this Agreement visited the location and site of construction and has satisfied himself as to the location and access of the site and also has verified and satisfied himself of the workmanship and materials being used / used at site by the Promoter in respect of the construction going on / existing at site and the Allottee is fully satisfied with the same

10. Promoter has represented to the Allottee that the Common amenities to be constructed on the said total land are to be shared among the Allottees of units of all the phases including all buildings in the said total land and that certain portion of the common amenities is likely to be required to be handed over to the planning authority as per the terms and conditions of development of the said land in which event the same cannot be conveyed to the Society or other day of the flat purchasers of both the phases or any of them and shall be handed over to the planning authority as so required by them;

The Allottee/s being aware and having fully understood the above facts and satisfying himself/herself/themselves with the present and proposed sanction plan, floor plan, specifications, design, areas, location of the project, amenities, common area, title documents, sanctions, requested for allotment of a residential Apartment more particularly described in the Third Schedule hereunder written (hereinafter referred to as the said property / unit / Apartment )for consideration agreed herein. The said Apartment is more particularly described in the ANNEXURE- D annexed herein and delineated in red in the floor plan which is also hart of the said Annexure-D, which Apartment is hereinafter referred to as the said "APARTMENT"; and a certified copy of sanctioned layout plan building is annexed and marked as ANNEXURE – E.

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- 12. Relying upon the said application the Promoter has agreed to allot to the Allottee/s herein the said Apartment at the price and on the terms and condition hereinafter appearing, and the Promoter issued to the Allottee/s an "Allotment Letter"/ Sell Agreement to that effect;
- 13. Prior to the execution of these presents the Allottee/s has offered to pay to the Promoter a sum of Rs.3,81,535/- as advance Part payment in compliance with RERA), being part payment of the sale price/consideration of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or earnest money deposit, amount or application fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s agreed to pay to the Promoter the balance of the sale price/consideration in the manner hereinafter appearing;
- 14. The Promoter hereby clarifies that it has withdrawn all its advertisements and brochures etcetera in respect of the said Project published prior to 02.08.2021 and the same are not in use since then; and the Allottee/s hereby acknowledges the knowledge of the same. The Allottee/s further hereby admit and confirms that he has relied only on the advertisements and brochures etcetera in respect of the said Project published by the Promoter only after Phase II CC dated 02<sup>nd</sup> Aug. 2021;
- 15. The Allottee/s having satisfied himself/herself/themselves with the specification of the said Apartment; and with the above said title documents and sanctions inspected by him/her/them, has agreed to purchase the said Apartment from the Promoter and the Promoter has agreed to sell the same to the Allottee/s for and at the price hereinafter mentioned;
- 16. The Promoter has/will registered (in process) the said Project under the provisions of the said Act with the Real Estate Regulatory Authority on bearing Registration No.- <u>P52000027236</u> the authenticated copy of the same is/shall annexed hereto and marked as **ANNEXURE-F**;
- 17. The carpet area of the said Apartment is 55.80 Square petron Englished area" means the net usable floor area of an apartment, expluding the area of by the external walls, areas under service shafts, exclusive balconi, apprending to the said Apartment for exclusive use of the Allottee, or wetanish area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.
- 18. In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the Parties, the comote chereby agrees to sell and the Allottee/s hereby agrees to purchase the said Apartment and the parties hereto therefore have executed this Agreement for sale to with section (2) 13 of the said Act, as under:-

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

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#### Allotment of flat:

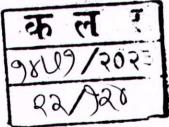
A. The Allottee had applied to the Promoters for allotment of Apartment bearing Flat No. - 602 of Building No. 6 type D of the floor 6th of the said Building admeasuring carpet area of 55.80 sq.mtrs (the "said unit") more particularly described in "Third Schedule" in said project which the Developers have agreed to allot for consideration and on terms and conditions as stated hereinafter in detail. A copy of Floor Plan is appended hereto as 'Annexure- D' and the said unit is marked in the floor plan. In addition, without any further monetary consideration, the Allottee is entitled to use and enjoy other usable area being ancillary area (the "additional area") as more particularly mentioned and written in unit description herein after. The said additional area is Shown in the floor plan appended as 'Annexure-D'.

**COMMON AREAS:** 

#### PROJECT:

- 1.1 In accordance with the development permission and sanctioned plan dated 9th January, 2015 and 15th July, 2017 granted by CIDCO& MSRDC respectively, the Promoter has constructed residential building No. A1, B2, A3 & B4 (Comprising of 6 wings) (Part Stilt + 4) upper floors as Phase I and Commencement certificate issued by MSRDC on 02<sup>nd</sup> Aug. 2021 to construct residential building No. 5C,6D and 7E on the land described in schedule 1 and 2 herein being the part and portion of said total land(herein after referred to as the (the "said project"). The said project land is more particularly described in "First and Second Schedule" and the said Phase - I has been constructed by utilizing FSI 5939.619 sq. mtrs out of total available FSI of the Said project land The entire said project including all the phases and all buildings in each of the phase shall be always known as "CHOICE AMBE SMRUTI".
- 1.2 The Prompter shall be entitled to utilize and use the balance/future FSI, if any, available by reasons of utilized FSI, increased FSI, TDR, Global FSI, fungible or any other reason, which may become available in respect of the project land under DCR, new DCR or UDCPR by applying for revised development permission and amended commencement certificate by MSRDC or any prevailing competent authority and the allottee hereby accords its informed consent in favour of the Promtoer in respect thereof.
- 1.3 The Promoter has constructed the said Buildings of Phase-I which consists of total 4 buildings i.e comprising of 6 wings, part stilt parking floor and four upper floors on the said Project Land as shown separately in the approved Layout at Annexure "E" in accordance with the plans, designs and specifications as approved by the concerned Planning Authority from time to time. The Allottees of building No. 1 to 4 have already form a society i.e. " Choice Ambe Smruti Co-operative Housing Society Limited" for maintenance and managing the affairs of their own building. The allottee of building 5





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to 7 will form separate society or will be member of existing society i.e. "Choice Ambe Smruti" as per the promoters discretion.

- 1.4 The Promoter shall under normal conditions develop the said project in accordance with the plans, designs, specifications approved by the competent authority by CIDCO & MSRDC and which have been seen and approved by the Allottee with only such variations or as may be required by the competent authority or the Government, for which approval of Allottee shall not be separately required. The time schedule for development of the other phases in the project shall be determined by the Promoter/Developers at their own discretion.
- 1.5 The Promoter shall construct on the said Project Land the said Building in accordance with plans, designs, declaration, sell agreement and specifications as seen by the Allottee/s prior to the execution of this agreement and duly approved by the planning authority with such variations and modifications as the Promoter in their absolute authority may consider expedient. The development of the Project is guided by Real Estate (Regulation and Development Act, 2016 along with the Rules and Regulations as application in the State of Maharashtra.
- (FSI) available in respect of the project land is 1.20 only and Promoter has planned to utilize Floor Space Index of 2.0 by availing Transfer of Development Rights (TDR) or by availing FSI upon payment of premiums or availing incentive FSI for the additional areas by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be later available on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 2.0 as proposed to be utilized by him on the project land in the said Project as experiment and Allottee has agreed to purchase the said Appropriate based of the Promoter by utilizing the proposed FSI and the understanding and the declared proposed FSI shall belong to Pruncter only.
- 1.7 The Promoter/Developers shall be entitled to marge and amargamate the said Plot with any adjoining plot/scheme for the limit of FSI interchangeably subject to the limit of FSI 2 of for the present project as declared above. The Promoter shall obtain the dvise mermission from the concerned authority. The promoter are shall be entitled to do development by using adjoining property along with or by adjaining proposed FSI/TDR available on the same which shall be at sole discretion of developer.
- 1.8 The Promoter/Developers shall be entitled to consume the entire F.S.I or any additional FSI and /or development rights as may be available or will become available in respect of the said Property or any part thereof at present or in future by constructing additional floors/Wings/Buildings on the said Property as the

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Promoter/Developers shall think fit and proper. Such full consumption of available FSI is to be fully utilized by the Promoter/Developers before execution of the Lease Deed or Conveyance Deed / Vesting Documents in favour of the Society/Federation that shall be formed.

- 1.9 The Promoter/Developers have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoter/Developers will develop the said Property by constructing building/s to be used for Residential/Commercial purpose and as per the sanctioned plans, with such modifications thereto as the Promoter/Developers may from time to time determine and as may be approved by the concerned local bodies and/or authorities. As stated above the Promoter intends to take further approval for 4<sup>th</sup> to 7<sup>th</sup> floor for Building No.7 and the Promoter shall always have the exclusive right to construct and sell the flats in the said floors from 4<sup>th</sup> to 7<sup>th</sup> for Building No.7 to any prospective buyers of Promoter's choice and to appropriate the sale proceeds thereof. The time schedule of the said development will also be determined by the Promoter/Developers at their own discretion.
- 1.10 The Allottees of each building Nos.1 to 4 has formed one Society and building no 5, 6 and 7 shall may form separate society / be the member of existing society for maintenance and for managing the affairs of their own building/s and all the Societies shall form an Apex Society for the maintenance of common areas and common amenities constructed for the project and for managing the affairs of all the Societies in the entire project. The Allotee/s or the Society/Federation of the Allottee/s of all Apartment/premises holders shall not raise any objections on any ground as to Promoter/Developers rights reserved herein. The allottee of all the building No. 1 to 7 shall form an apex society / federation / Co-op Hsg. Association as per the promoter discretion and prevailing rules of concern authority.
- 1.11 The Owner/Developer shall be entitled to assign their rights wholly or partially in and over the said property/Project to any other person/s of their choice any time. The Owner/Developer shall also be entitled to constitute or reconstitute the Owner/Developer Company in their sole discretion.

#### 2. DESCRIPTION OF UNIT:

The Allottee hereby agrees to purchase from Promoter and Promoter hereby agrees to sell to the Allottee Flat No. - 602 of Building No. 6 type D of the floor 6<sup>th</sup> of the said Building admeasuring carpet area of 55.80 sq.mtrs (the "said unit") more particularly described in "Third Schedule" (which includes cappet floor area and the area covered by the internal partition walls of the unit) for consideration and upon terms and conditions stated hereinafter in detail in addition, without any further monetary consideration, the Allottee is entitled to such usable area being ancillary area (the "additional area") of; And such carpet area and additional area shown in floor plan appended as 'Annexure- D'.

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2.2 The fixtures, fittings and amenities to be provided by the Promoter in the said unit are appended hereto as 'Annexure-E'. The Promoter shall not be obliged to accept or accede to any request from the Allottee for making any changes in the amenities to be provided by the Promoter.

#### 3. CONSIDERATION:

3.1 The Allottee hereby agrees to purchase from the Promoter/Developer and the Promoter hereby agree to sell, transfer, and allot upon terms and conditions herein mentioned, the said Apartment bearing Flat No. - 602 of Building No. 6 type D of the floor 6<sup>th</sup> of the said Building for consideration of -

a.)Rs. 38,15,350/- (Rupees Thirty Eight Lakhs Fifteen Thousand Three Hundred Fifty Rupees Only in respect of 55.80 Sq.mtr Carpet area),

Thus the Allottee/s does hereby agrees to purchase the same from the Promoter for and at the consideration of Rs. 38,15,350/- (Rupees Thirty Eight Lakhs Fifteen Thousand Three Hundred Fifty Rupees Only) make payment to the Promoter as per the Payment Schedule annexed hereto as ANNEXURE –G. The said amount does not include taxes & other charges which are separately specified hereinafter.

- 3.3 . The Allottee/s shall on or before delivery of possession of the said Apartment in addition to the abovestated Flat Consideration price shall pay to the Promoter, the following amounts:-
  - (i) The Allottee shall pay Rs. 10,000/- towards Share money, application entrance fee of the Society or condominium or Limited Company/Federation/Apex body, for formation and registration of the Society or condominium or Limited Company / Federation / Apex Body for the Building in which the Apartment is purchased herein by the Allottee.
  - (ii) Such amount as may be due and payable to the authorities / society / developer from time to time towards proportionate share of taxes and other charges / levies in respect of the apartment payable of herein or in respect of the common areas meant for the proportion condominium or Limited Company / letteration from Body and the same shall be payable as and when ternanded to the Proposition.
  - (iii) The Allottee/s shall pay to the promoter a num of Rs 10,000/towards legal costs, charges and expenses, including professional costs of the attorney-at-Law/Advocates of the Promoter in connection with formation of the Society Apex or lumited Company, or Apex Body or Federation and for prepring its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
  - (iv) The Purchaser/s shall bear all costs, professional charges and expenses towards the Stamp Duty, Registration Charges for the Deed of Assignment, legal drafting of Lease Deed /conveyance, Transfer charges payable to the CIDCO/MSDRC/ TLR or any concern authority Vesting Documents or any other Deed/s, consents, writings and any other documents, all costs in connection with the formation of the Society/Federation and /or body corporate or

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other organization, the costs for the stamping and registering all the agreements, deeds, transfer deeds or any other documents required to be executed by the entire professional costs of the Advocates, out of pocket expenses of the Promoters, stamp duty shall be borne and paid by the said Society or proportionately by all the Purchasers of the Premises in the said Complex /building alone.

3.4 The above said consideration excludes Taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, GST (Goods and Services Tax) and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project) up to the date of handing over the possession of the said Apartment and charges described hereunder clause 3.3 and the above said total consideration is escalation-free, save and except escalations/increases, due to competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc.

#### 4. MODE OF PAYMENT:

4.1 All payment shall be made by Allottee by drawing cheque/ DD in favour of : M/s. CHOICE BUILDCON LLP AMBE SMRUTI PHASE II ESCROW "Current A/c No. 017122410000001, drawn on Bank of India, Koparkhairane Branch, Navi Mumbai-400 709, IFSC Code - BKID0000171. The Promoter herein on due date / or on reaching aforesaid construction milestone / stage as mentioned in the said Annexure- G shall intimate the amount payable in writing which shall be sent by way of RPAD to the Allottee and the Allottee shall make payment of such due amount to the Promoter within seven days from the date of such intimation. The Allottee/s herein specifically agrees that he/she/they shall pay the total consideration along with the service tax, VAT, GST and such other applicable taxes.

Allottee shall deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to Promoter within seven days of such deduction is made Provided that the receipt for the ment made shall be issued by Promoter only after the bank instrument learned and the funds mentioned therein reaches the bank account of the Promoter or in the account as Promoter subsequently intimated to the Allottee and the TDS certificate is received by Promoter from Allottee.

The Allottee has made a payment of Rs. 3,81,535/- (Rupees Three Lakhs Eighty One Thousand Five Hundred Thirty Five Only) on or before execution of this Agreement. And the Allottee agrees to pay the ballince amount of consideration to the promoter as per the payment schedule mentioned in Annexure-G. (The time for the payments on its due lates is the essence of this contract)

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- 4.4 The Allottee shall simultaneously pay GST as per prevalent rates and rules and regulations through separate cheque.
- 4.5 The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, 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.
- 4.6 Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s shall be bound and liable to pay interest as specified in the Rules of the said Act, with monthly rests, on all amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the Allottee/s from time to time or on completion of the said Project/Apartment, and the Allottee/s has/have agreed to pay the same as and when demanded before the possession of the said Apartment.

#### 5. PAYMENT OF STATUTORY DUES AND TAXES:

5.1 In addition to the Consideration of said unit as above the Allottee shall pay to Promoter any statutory taxes (as made applicable from time to time) like GST, NAINA/MSRDC infrastructure and development charges or any other charges, levy, tax, duty by whatever name called, if made applicable under any law by the government on this transaction for all times to come. Such payment shall be made by the Allottee at the time of execution of these presents or at the time of making each payment as per the provisions of law. If such liability arises the Allottee shall make over such payment to Promoter within the days of notice of demand from Promoter.

the Registration Act, 1908 by making payment of stamp and legistered under registration charges. The Promoter undertakes to make the registration at Seven (7) days notice from Allottee. The Promoter shall not be liable under a law of any delay laches and / or negligence shown by the Allottee in presenting this agreement for registration before the competent authority. The Allottee in the maines in the law of a gainst any claim, action, judgment, cost, expenses, penalties that may arise of Promoter due to inaction or non compliance of obligation to deep this Agreement of under any other law.

5.3 The Allottees indemnify and keep indemnified the Promoter against any payment to be made to the concerned department on account of GST whether in present or in future.

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## 6. NOTICE OF DEMAND:

- 6.1 Upon the installment of consideration and other charges becoming due, the Promoter shall issue a notice of demand giving at Seven (7) days time from date of notice to Allottee for making the payment.
- 6.2 Notice of demand shall be sent through Registered Post Acknowledgement Due (RPAD)/ Speed post or through email at the address mentioned in notice clause of this agreement and such dispatch shall be treated as sufficient compliance from Promoter. Thereafter the Allottee shall be barred from claiming non receipt of the notice of demand.
- 6.3 Timely payment of all the above installments/amount on their respective due dates and any other sum payable under this agreement by the Allottee is the essence of this contract/Agreement. Constructive and physical possession of the said unit shall be handed over to Allottee by the Promoter only upon receipt of all payments mentioned in this agreement.

#### 7. DEFAULT BY ALLOTTEE:

7.1 Following shall be deemed to be default on the part of Allottee:

- Default in making timely payment of sums due as mentioned in this agreement;
- Creating nuisance on the site resulting in danger/damage to the said project/land, threat to life;
- Delay in accepting the possession of the unit within a period of two (02) months on intimation to take possession by Promoter;
- d. Refusing to join as application for formation of society / to be member of the society if so called upon by the Promoter or delay to take membership of Society formed for the said project;
- e. Breach of any terms and conditions of this agreement.
- f. Breach of any law or provisions thereto.
- g. Obtain forceful occupancy/ possession of said unit before receipt of occupation certificate from competent authority.

2 The Allottee shall not be in default if he removes/remedies such breach within fifteen (15) days of receipt of notice from the Promoter to the Allottee as per lause.

#### 8. TERMINATION OF AGREEMENT:

8.1 Without prejudice to the right of Promoter to charge interest in terms of above mentioned clause, on the Allottee/s committing any default in payment on or before 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), the Promoter shall at his own option, may terminate this Agreement:

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Provided that, Promoter shall give a notice of fifteen (15) days in writing to the Allottee, by registered post AD at the address provided by the Allottee under this agreement or at address communicated by the Alottee in writing, expressing its intent to terminate this Agreement and for the specific breach or breaches of terms and conditions of this Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice of 15 days from date of receipt thereof, then at the end of such notice period, this agreement shall stand terminated. It is hereby clarified that the notice shall be deemed to be received by the Allottee 3 days after the date when the Promoter has dispatched to address of the allottee, as mentioned herein before.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund the amount till then received from the Allottee/s without any interest thereon within a period of 30 days, after forfeiting 10% of the total consideration amount towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) excluding the stamp duty, registration charges, cost of extra work, interest etc. and the amount of Service Tax, VAT, GST, LBT or any other taxes and other statutory charges paid by the Allottee/s till the date of such termination and the Promoter herein shall be entitled to deal with the said Apartment with any prospective buyer. Delay in issuance of any reminder/s or notice/s from the Promoter shall not be considered as waiver of Promoter's absolute right to terminate this Agreement.

- 8.2 The Promoter shall also move for expulsion of the Allottee from the membership of the society as per by laws of the society, and submit a copy of termination notice to such society. No separate consent of Allottee will be required for such expulsion.
- 8.3 Upon termination of this Agreement the Promoter, shall be at liberty to dispose of and sell the said unit to any other person a such promoter the Promoter may in its absolute discretion think fit and proper Provided that the event of default as above the Allottee shall not these any effection to termination made by the Promoter and that Promoter is hereby the orized to unilaterally register the cancellation deed with the registers such as without any recourse to the Allottee.
- 8.4 It is specifically agreed between the parties hereto that, if the transaction in respect of the said Apartment between the Promoter and Allettee's herein stands terminated as stated hereinabove then all the instruments under whatsoever head executed between the parties hereto or between the herein, in respect of the said Apartment, shall also standautomatically cancelled and allottee shall have no right, title, interest or claim or demand against Promoter and in respect of said unit. The Allottee before or upon termination shall handover all the original title documents in respect of said unit to the Developer and shall give undertaking in favour of Promoter Developer that there is no lien or charge on said unit. And shall take NOC from concern bank, financial institution if loan taken against the said unit and shall provide the said NOC to the Developer for resale of said unit to any third party in future. The

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Allottee shall forever keep the Promoter and the new purchaser against all the claims of whatsoever nature in respect of said unit arising out of any acts done or omitted to be done by the Allottee in repsect of said unit.

# 9. Promoters Declaration

- 9.1 The Promoter hereby agrees to observe perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Competent Authority and the concerned local authorities at the time of sanctioning the said plans or time to time before handing over possession of the premises to the Allottee, or thereafter shall also be binding on the Allottee/s herein and all Allottees of the Apartments of the said Project, as far as they are applicable to them. The Promoter shall, apply to the concerned local authority for occupation and completion certificate in respect of the Unit and obtain the said certificate as per the provisions of law.
- 9.2 The Promoter will not be liable for any delay caused due to 'Maharashtra Electricity Distribution Co. Ltd.' defaulting / delaying the supply of electricity or due to the Local authority concerned delaying the supply of permanent 'water connection' or such other service connections necessary for occupying the said unit. The Allottee hereby understands that the said reasons are not within the control of the Promoter and therefore absolves the Promoter from any liability of promoter for the delay, if any, attributable to said reasons.
- 9.3 The carpet area of the said Unit which is proposed to be constructed in the said building as mentioned hereinabove, however the actual carpet area of the may vary up to 3% due to design and construction exigencies and therefore, the Promoter shall confirm the final carpet area of the Apartment that has been allotted to the Allottee after the construction of the said building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. It is hereby agreed by and between the parties that variation upto cap of 3% (three) percent shall be acceptable without demand of any consideration from the benefitting party. In the event of there being difference of more than 3% vis-a-vis the actual carpet area of the said Unit from the carpet area as mentioned herein at the time of the offering the possession of the said Unit, then Consideration shall be either proportionately reduced or increased accordingly

e entire difference of area (without interest thereon). The Allottee agrees to differential amounts, if the area is increased beyond 3% within forty five (45) such demand being made by the Promoter. If there is any reduction in the carpet area more than the acceptable variance, then Promoter shall adjust proportionate consideration (without any interest) against the balance due of the Atlottee, and if no amount is due and payable by the Allotee to the Developer, then the Developer shall refund the same to the Allottee said amount within forty-five

days from such demand being made by the Allottee, as the case maybe. However, it expressly clarified that no adjustment will be made to the Total Consideration if the difference between the actual carpet area of the said Apartment and the carpet

area as mentioned herein is less than or equal to 3%.

9.4 That the Promoter would be entitled to put up sign boards, signages, neon sign boards displaying its name in any part of the project like terrace, common area and

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garden etc. The said board would be maintained by the Promoter at its own cost and the Allottee will not be called upon to contribute any costs or expenses towards the same. The said board would not contain any information which is false or misleading. The Allottee shall not raise any objection to said boards or create any nuisance or hurdle in putting and maintaining said boards.

9.5 If any structural defects of workmanship quality or provision of service is discovered within five years from the date of Occupancy certificate, then, wherever possible such defects shall be rectified by the Promoter at his own provided the Allottee maintains the unit in the same condition as it was handed over to him by the Promoter. In case he makes any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen bathrooms, enclosing balconies flower bed, terrace, extending rooms, changing floors, plumbing systems, electrical wiring, sanitary systems and fitting, fixing falls ceiling or doing any work affecting and damaging the columns and/ or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the permission of the competent authority and/or society or association, this defect liability shall stand lapsed. Further, in the following cases where the Allottee (i) Installs air conditioners on the external walls haphazardly which may destabilize the structure (ii) Allottee and/or its tenants load heavy luggage in the lift (iii) Damage any portion of the neighbour's unit or common area by drilling or hammering etc. and (iv) Allottee/s do not follow the conditions mentioned in the maintenance manual/ General body resolution or DC rules, the aforesaid defect liability given by the Promoters shall not be invocable.

The word "defect" here means only the manufacturing and workmanship defect/s on account of willful neglect on the part of the Promoter during construction of the said project, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

9.6 The Promoter/ Developers herein shall take all the reasonable measures as per prevailing market standards and procedures to avoid the leakage Standards are in the said Premises / complex and Purchaser/s has / have all ocat stied transfer erself/ themselves about the same. However, the Promoter/ Levelopers have informed and the Purchaser/s are aware that Leakage shall be caused to warriers reasonable i.e., due to interior work not done technically by it or any one from hardwing/Bridling not necessarily connected with construction. Therefore, Management company and / or the Promoter/ Developers shall not be liable for any tamege in the premises / building/s due to leakage of water and various other after effect.

9.7 The Promoter may be required by CIDCO/NAINA/MSRDC to an eld, modify sanctioned lay-out and building plan for Phase-I and fo other phases The Promoter shall carry out amendment accordingly.

9.8 The Promoter intends to take further approval for 4<sup>th</sup> to 7<sup>th</sup> floor for Building No.7 and the Promoter shall always have the exclusive right to construct and sell the flats in the said floors from 4<sup>th</sup> to 7<sup>th</sup> for Building No.7 to any prospective buyers of Promoter's choice and to appropriate the sale proceeds thereof. The Allottee hereby gives his/her/their informed consent therefor;

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- 9.9 The Promoter declare that the said land described in schedule 1 and 2 herein is total area is 10,700 Sq. Mtrs but as per physical survey conducted by survey office/TLIR total area is 13,200 Sq. mtrs (Approx). The Developer shall develop the said property total area of 13,200 sq. mtrs.(Approx) (as per TLIR survey done) in the manner / phases as it may think fit and proper at its will and none of the allottee or the body of allottees shall raise any issue or matter regarding the same.
- The Promoter shall be entitled for TDR if due to any reason total available FSI is not consumed on the said total Land during the development of all Phases, and the ownership of such TDR shall alwaways be of the Promoter and the none of Allottee or the Society or federation shall have any rights, title or interest over the said TDR which ais generated from the balance FSI of said total land.
- 9.11 The Promoter has clear and marketable title with respect to the said Property; as declared in the title certificate / report annexed as 'Annexure - B' to this agreement and the Promoter has the requisite rights to carry out development upon the said Property / project Land and also has actual, physical and legal possession of the said Property for the implementation of the project;
  - The Promoter shall hand over the amenity space as a part of completion process to MSRDC or such authority as will be required by then prevailing rules and regulations of UDCPR;
- 9.13 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- 9.14 There are no encumbrances upon the said Property or the Project except Finance availed from the Bank of India, Koparkhairane Branch;
- 9.15 There are no litigations pending before any Court of law with respect to the said Property;

9.16 All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Property and said building/ wing 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, said operty and said building / wing shall be obtained by following due process of law the Promoter has been and shall, at all times, remain to be in compliance with all icable laws in relation to the Project, said property, Building/wing and common as meant for the project;

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

9.18 The fromoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect the aid Property, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee /s under this Agreement; Agreen g. Fringen

- 9.19 The Promoter confirms that the promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement.
- 9.20 the Promoter shall handover lawful, vacate, peaceful, physical possession of the requisite part of the common areas to the planning authority as per the terms and conditions of development that maybe imposed by Municipal Corporation/ Concern Authority / DCR/ UDCPR;
- 9.21 The Promoter has duly paid and shall continue to pay and discharge undisputed governmental, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoing, whatsoever, if applicable to the Promoter and payable by him with respect to the said Project to the competent Authorities till the receipt of Occupancy Certificate;
- 9.22 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 promoter in respect of the said Property.

## 10. DECLARATION BY THE ALLOTTEE:

Allottee hereby declares as follows:

10.1 Allottee has verified the documents, Plans including title search report and is satisfied that the Promoter has absolute, clear, developable and marketable title to the said total land so as to enable it to convey the said total land to the federation. The Allottee has no objection to the Promoters constructing floors 4 to 7 in Building No.7 and selling the same to prospective buyers of their choice and appropriating the sale proceeds for themselves;

10.2 The Allottee hereby declares that he/she/they is a sware about the changes/development which shall be taken in the first of first development of the said total land and has accordingly outlinessed the unit and thereby gives his consent to the Promoter for developing said land in phase wise manner as future development and hereby agree to never raise any issue or objections regarding the latter development and future approval of entire project from NAINA/MSRDC.

10.3 The Allottee shall not in any case interfere with the development activity undertaken in respect of said project and also mare particularly for the said unit. The plan for Phase-I & Phase II may also undergo a change if NAINA/CIDCO requires it so. The Allottee shall not be protected or create hurdle in such a change.

10.4 The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of \*residence. He shall use the garage or parking space only for the purpose of keeping or parking his/her/their own vehicle for normal own use or which shall not be meant for commercial

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purpose if allotted to him/her/their and vehicle shall not be type of commercial use. The Purchaser/s shall not use the said Premises for any other illegal purpose or other than the purpose for which it is allowed by the CIDCO/MSRDC, the Promoter /Developers and other authorities. The Parking space if and when allotted to the Purchaser/s shall not use such parking space for keeping or storing any article, thing, materials, etc. or for any other purpose. The Allottee shall neither claim any exclusive right, title or interest on its proportionate share of undivided common space & amenities provided by the Promoter nor claim any division or sub division of such common area which shall handed over by the Promoter to the planning authority as per the conditions of development.

- 10.5 The purchaser hereby agrees, declares and confirms that during the course of construction, if the Purchaser/s is/are desirous of visiting the said Property the Purchaser/s shall obtain a written permission from the Promoter /Developers. During such Visits to the Site, in case if there is any accident / mishap or casualty then the Promoter/ Developers will not be held responsible or liable in any manner whatsoever and shall not be allowed without using safety measures provided by the Promoter at site.
- 10.6 The Purchaser/s hereby agree, declare and confirm to use the said Lift facility in this Project as per rules of the Management Company which may be formed for the management of said building/s. The Purchaser/s as well as his / her / their employees, agents, servants or heirs shall use the Lift/s with due care and shall not misuse the said lift and will take care and co-operate about it. During the usage of the said Lift facility, if there is any accident / mishap or Casualty whereby any Purchaser/s, his / her / their servants or agents or any person residing/occupying in the said premises or any person visiting the said building/complex get injured or any damage occurs or if there is any defects in the said Lift facility or otherwise, then the Promoter/ Developers will not be held responsible or liable in any manner whatsoever.

10.7 The Allottee shall make timely payment of the demand raised by Promoter. In case of default in payment, the Allottee shall remedy the default within the period prescribed in this agreement. The Allottee shall not object to the cancellation of this 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.

The Allottee has relied upon the advertisement placed by the Promoter on or after the 05<sup>th</sup> August 2021 while deciding to seek allotment of the said unit in the project and entering into this agreement for sale.

The Allottee shall obtain "No Objection Certificate" and "No Dues Certificate" from Promoter to transfer the right, title and interest in respect of the said unit to third party before conveyance or till handover to the Society/federation. Without obtaining the said certificates any document executed by Allottees in the name of third party shall be treated as 'voidab-initio'. The Promoter shall issue in his favor necessary No Objection

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Certificate to that effect and also shall co-operate the Allottee/s in that regard, provided i) the Allottee/s pays entire consideration amount and transfer charges to the Promoter before so selling the said Apartment, and ii) the subsequent Allottee of the said Apartment absolutely consents to abide by all terms and condition of this Agreement subject to providing NOC from Bank or any Financial institution if any loan taken against the said unit by Allottee/Purchaser.

- 10.10 The Purchaser hereby agrees, confirms that if the Promoter plans to develop the balance floors, wings, land and/or property/ies adjacent to the said Property in future and sell for consideration, the Apartments of the project of the balance land and/or adjacent property/ies, the Promoter shall have right to utilize the amenities inter alia like, water, water lines, water tanks, internal roads, necessary easements, electricity, MSEDCL lines, drainage connections open space, gas bank / gas lines / reticulated gas supply system etc. of the said Project for the proposed construction on the balance land and/or adjacent property/ies. The Allottee/s hereby gives their irrevocable consent to the Promoter for usage of the said amenities for construction on the balance land and/or adjacent property/ies and complete the construction of the adjacent Project/s.
- 10.11 The Allottee has properly understand the development of said total land by phases and the changes taken place in development and in planning authority, and also declaration made by Promoter herein before. Also the Allottee understands that NAINA/MSRDC/CIDCO is now the New Town Development authority. The amenities and infrastructure shall be provided by NAINA/MSRDC/CIDCO and the Promoter has no control over the timing and period in which NAINA/MSRDC/CIDCO provides such infrastructure.

10.12 The Promoter shall have first and permanent lien and charge upon the said Apartment and the right, title and interest of the therein for all moneys due and payable by the Allottee/s to the promoter der this agreement.

of the Promoter /concern authority that may be made from the protection and maintenance of the said Building and the Apartments therein and for the observance and performances the protection and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Apottee/s in a laso observe and perform all stipulations and conditions laid down by the Promoter/Society/Federation/concern authority beroin regarding occupation and use of the Apartments/building /wing on the said Property/Project Land. The Allottee/s shall pay and confiburate gularly and punctually towards the common taxes, expenses or other outgoings in accordance with the terms of the Agreement;

10.14 The Allottee/s hereby expressly acknowledge and admit that some of the Apartments in the said Project may not be sold at the time after completion or forming society of construction or issuance of completion

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/ occupation certificate by Planning Authority in which case the Promoter shall have the privilege and right to sell / allot such Apartments to any person/s as per its discretion any time in future. The Allottee/s shall always extend requisite co-operation to the Promoter for giving membership to such a new Allottee/s and such membership will be given by accepting the membership fee, admission fee and share. The said Co-op. Housing Society of all the Flat, Shop, Offices, Purchaser/s shall have no any right or claim of whatsoever on all the unsold Flats, Shops, Offices & other Premises. The Promoter/Developers will be at liberty to mortgage any of the unsold premises or all the unsold premises to any bank/s and/or financial institutes and avail financial assistance from them and shall also issue mortgage NOC in their favour within 7 days from date or demanded by the Promoter/Developer.

- 10.15 Since the Promoter is holding those unsold Apartments with the intention to sell out the same to intending Allottees, the Promoter shall entitled to pay maintenance or outgoings at a fixed sum of Rs.100/= per month in respect of such unsold premises maintenance charges of unsold Apartments to the society/Federation/Appex Body and it is only the new Allottees of the unsold Apartments who shall be liable to pay
- 10.16 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 Property and Building/s or any part thereof. 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, amenities (if any), recreation spaces, will remain the property of the Promoter until handed over to the planning authority as per the conditions of development:
- 10.17 All direct and indirect taxes as imposed/ to be imposed by the government, semi-government, local authorities, any statutory body, etcetera in respect of the said Property / Building and/ or the said Apartment and/ or this Agreement and/ or this transaction shall be borne and paid exclusively by the Allottee/s. The Allottee/s hereby undertake to indemnify and keep the Promoter indemnified all the time and keep the Promoter harmless from all losses that may be suffered by the Promoter on account of non-payment and/ or delayed payment inter alia of maintenance charges, contributions, taxes, levies, outgoings et cetera and other defaults, or any breach of terms and conditions of this Agreement on part of the Allottee/s.

10.18 By reasons of any judgment of court of law or amendment to the constitution or enactment or amendment of any other Central or State Laws at present in force or under law(s) that may come in force in future, if the transaction under this Agreement is held liable now or any time in future, to taxes such as GST (Goods and Services Tax), Sales Tax, Service tax, Value Added Tax, Works Contract Tax etcetera under concerned Acts/ Rules/ Legislations et cetera, as a sale or otherwise, either wholly or in part any inputs or material or equipments used or supplied in execution or in connection with this transaction, such taxes shall be exclusively payable by the Allottee/s on demand at any time

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without rendering either the Promoter liable in this behalf in any manner whatsoever. In such an event the Promoter shall have the right to recover/collect, such tax(es), duties by the Allottee/s.

10.19 The Allottee/s hereby agrees that till the management of the said Building of the said Project is handed over to all the Allottees participating in the said Project ,the Promoter shall be entitled to look after day to day maintenance of the said Project /Building to be constructed on the said Property /Project Land. The Allottee/s hereby agrees to pay maintenance & to authorize the Promoter to act as a designated authority of the said Project, by opening temporary bank account in the name of the said Project/Propose society till its completion and operate the same through nominees in capacity of designated authority, to demand and receive amount of contribution from new Apartment Allottee/s including Allottee/s herein for a period of twelve months from now and also for such further period thereafter till the entire charge of maintenance activities of the said Project is handed over to the Society/Federation, deposit the contribution amount in the bank account, to spend and apply the amount so collected from the Apartment Allottee/s for maintenance, housekeeping and essential common areas and amenities/facilities meant for the project and such other purposes the Promoter thinks proper from time to time, to keep accounts of the amounts spent for maintenance, to carry on all the above activities even after lapse of twelve months from now till Promoter hands over entire charge of maintenance of the said Project /Property /Building to the Society/Federation. The Allottee/s hereby agrees to pay the Promoter on demand additional amount payable of contribution after lapse of said twelve months till the Promoter hands over the entire charge of the said Project to the society/Federation.

10.20 The Allottee/s has willingly participated in the said Project of the Promoter and Allottee/s shall pay to the Promoter the agreed total consideration and other deposits or outgoings punctually and display. The Allottee/s hereby indemnify the Promoter from all losses the be incurred by the Promoter on account of such project payment and Allottee/s hereby indemnify to keep the Promoter hand loss and free from such losses.

10.21 The Promoter shall not be responsible for the consequences are not out of change in law or and other law, rules, regulations etc. of Municipal Corporation/ Concern Authority / DCR/ UDCPI.

The Allottee along with other Allottees of the Apartments in the building shall join existing society or in forming and registrang the Society or Association or a Limited Company and federation to the known by such name as the Promotor shall decide and for this purpose to 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 registration of the Society or Association or Limited Company and federation and for becoming a member, including the byelaws of the proposed society and duly fill in, sign and return to the

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promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the organization of the Allottees. No objection shall be taken by the Allottee, if any changes are made in the draft Bye-laws, or the Memorandum and / or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

## PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

10. After the Promoter executes this Agreement he 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 herein

## 11. DATE OF POSSESSION AND FORCE MAJEURE:

11.1 The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of this Agreement. Subject to receipt of total consideration and dues of the Promoter and taxes thereon are paid by the Allottee/s in respect of the said Apartment, in terms of these presents, the Promoter, based on the approved plans and specifications, assures to handover possession of the said Apartment and said building of Phase II of the said Project on or before Thirty First December Two Thousand Twenty Three. Of building no 5C, Stilt + 7 upper floor ,6D Stilt + 7 upper floor and 7E Stilt + 3 upper floor and of building no 7E, 4th Floor to 7th Floor will be developed in future Provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the Allottee/s and the Promoter here in for giving possession of the Apartment on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration.

Provided Further that the Promoter shall be entitled to reasonable extension of time for handing over possession of the Apartment if the completion of building in which the Apartment is to be situated is delayed on account of –

War, civil commotion/ Pandemic flood, drought, fire, cyclone, earthquake, act of god or any calamity by nature affecting the regular development of the real estate project ("Force Majeure").

Extension of time for giving possession as may be permitted by the degulatory Authority under the said Act for reason where actual work of said Project building could not be carried by the Promoter as per sanctioned plan or due to specific stay or injunction orders relating to the said Project from any Court of Law, or Tribunal, Competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority.

Non availability of cement, steel, sand or any other construction material in the market.

For delay in supply of electricity and/or water by concerned government departments or due to NAINA/MSRDC/CIDCO requiring amendment in already sanctioned plan or for any other justifiable reason or circumstances.

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- 11.2 The Allottee shall take possession of the said unit within fifteen (15) days from the date of intimation from the Promoter about receipt of Occupancy or Part Occupancy Certificate in respect of floor on which his unit is situated. The Allottee must pay all outstanding dues including the taxes and other statutory payment before claiming possession of the said unit and also become member of the society by executing relevant documents.
- 11.3 At the time of handing over possession, the Promoter may arrange for getting Boring water connection if available in case if there is any delay from concern authority for water connection and also may arrange for creating internal water and drainage distribution system. However it shall be responsibility of the Planning Authority to actually supply adequate quantity of water to the Project. The Promoter shall not be in any way responsible for non-supply or inadequate supply of water to the Project.
- 11.4 The Promoter, upon obtaining the Occupancy Certificate/Part Occupation certificate or completion certificate from the Planning Authority shall offer in writing to the Allottee/s intimating that, the said Apartment is ready for use and occupation even though electricity and water supply have not commenced by the respective competent authorities. The Allottee shall not raise any claim/demand on the Promoter for the delay in getting the supply of electric and water. On the Promoters offering possession of the said unit to the Allottee, the Allottee shall bear and pay their proportionate share in the consumption of electricity and water if sourced from alternate source in the intervening period.
- 11.5 The Allottee/s herein shall inspect the said Apartment in all respects to confirm that the same is in accordance with the terms and conditions of this Agreement, complete the spensor of total consideration and dues and taxes there may the Promoter and conditions of this Agreement and take the possession of the said Apartment within 15 days' from the care of white intimation issued by the Promoter to the Allottee undertakes to indemnify the Promoter in case of any of the provisions, formalities, Allottee. The Allottee/s agrees to pay the determined by the Promoter / boy association of allottees, as the case make. R's hall be ex agreed that wherever it is the responsi and get necessary services the same same. Promoter and the Allottee/s shall be solely respons
- 11.6 Upon receiving a written intimation from the Promoter as stated hereinabove, the Allottee/s shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings, possession agreement and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Apartment to the Allottee/s. In case the Allottee/s fails or

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commits delay in taking possession of said Apartment within the time provided hereinabove, such Allottee/s shall be liable for payment of common maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoings in respect of the said Apartment and the Promoter shall not be liable for the maintenance, wear and tear of the said Apartment.

11.7 After obtaining the Full occupancy certificate and handing over physical possession of the said Apartment to the Allottee/s, it shall be the responsibility of the Promoter to handover the necessary documents and plans to the Federation of the Allottee/s or the competent authority, as the case may be, as per the local laws. Further that the allottee has given his specific confirmation herein that the responsibility of title of the properties mentioned in the Schedule No. I & II shall be on the Promoter up and until the conveyance of the same as envisaged hereinafter.

## 12. RESERVATION FOR CAR PARKING:

Allottee has requested the promoter that he/she does not require any car parking space in said project. Accordingly, no reservation of car parking is made against said unit.

12.1 Allottee undertakes, assures and guarantees not to claim any car parking space in said project in future, nor raise any objection to use of car parking by other Allottee.

# 13. FORMATION OF SOCIETY/FEDERATION:

13.1 The Allottee along with other Allottees of Apartment in the building shall join informing and registering the Society or Association or a Limited Company or federation 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 registration of the Society or Association or Limited Company or federation and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within (7) seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the Society or Federation /Association of the Allottee/s. No objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case maybe, or any other Competent Authority. The Promoter shall form the society in manner wing vise/Phase wise/building wise as the case may be or which shall be form in manner as per sole discretion of the Promoter.

13.2 The Promoter shall form the society within the prescribed time under RERA as required under the laws/rules

13.3 After completion of project and upon obtaining full occupancy certificate in respect of all the buildings proposed in Phase I & II, the individual societies shall come together and form the Federation/apex body of the individual societies as prescribed under RERA at their own cost and expenses. The Promoter shall transfer all rights, title, interests in common amenities, i.e., road, street lights, open area, Garden, club house etc. to the planning authority as per conditions of development or to the said Federation/apex body, as the case maybe.

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- 13.4 The Allottee/s shall become member of the Society which shall be formed by Promoter and shall co-operate the Promoter in that regard in all respect.
- 13.5 The Allottee/s shall observe rules and regulations of the concern authorities. The Allottee/s either individually or otherwise howsoever shall not be entitled to raise any objection/s of whatsoever nature in this behalf.
- 13.6 The society formed shall allow new flat purchaser to become member of the said society by following due process of law, duly submitting application form required for becoming member and shall issue share certificate to the new flat purchaser in future who has purchased the flat from developers unsold units if any without demanding for any consideration or transfer charges from Promoter/New Proposed Allottee.
- 13.7 The Purchaser or each society member/together all societies formed hereby agrees that they shall give their NOC/free consent if required at the time of formation of the Federation/Apex Body society by developer.
- 13.8 The Allottee shall be expelled from the said society if the Allottee defaults in making timely payments or violates this deed in any manner. For such expulsion the termination letter from Promoter shall be sufficient document.
- 13.9 That when all the buildings are completed and the said entire project stands complete in all respects comprising of all Phases and amenities and entire potential FSI is consumed and upon obtaining Full occupancy certificate for all buildings, a separate federation of societies shall be formed and each of the society of each building shall become the member of the said Fedaration

14. AMENITY SHARING AND MAINTENANCE:

14.1 The Allottee understands that the Prontotal land in phases.

14.2 In addition to the amenities sanctioned and shown in law out plan of said original land appended as 'Annexure-E', the Property may develop further proposed amenities in future. The Affottee here would also be entitled to use such amenities which are proposed and not yet sanctioned if and when developed in terms of this agreement however the same shall be handed over to the Daning authority as a condition for developmen

14.3 The amenities constructed for the purpose of the project, which are not required to be surrendered to any Public Authority as per Development permissions, would be conveyed to the Federation/apex body after entire development on said total land is complete. At least one person from each society on the said total land shall represent the respective society. Such federation would

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maintain such amenities by collecting contribution from each society on the land to be conveyed who shall contribute for the maintenance of the amenity space as decided then by all the societies jointly. Until the said federation is formed, the Allottee shall contribute his share of common maintenance to the Promoter. The amount of such maintenance shall be decided by the Promoter from time to time on the basis of expenses incurred. In addition to the said maintenance the Allottee shall pay corresponding taxes on the said maintenance amount.

- 14.4 The Allottee understands that the amenities meant for the project (if any ) may not be available immediately on possession of unit or formation of society of the said project. The amenities will be developed by developer till getting full occupancy certificate. The Promoter reserves his right to alter, modify or shift the sanctioned amenities shown in the lay out plan of total land part of which may have to be handed over to the planning authority as per the conditions of development;
- 14.5 The Allottee shall contribute for maintenance of amenity to the Promoter which is meant for the project and the Allottee undertakes to contribute his share in a timely manner and without raising any objection.

## 15. CONVEYANCE AND HANDOVER OF THE BUILDING:

- 15.1 The Promoter shall within Three (03) months of the formation of said society from the date of receipt of complete amount of the said consideration and upon the receipt of full occupancy certificate cause to handover the building in favour of said society.
- 15.2 The Promoter shall convey /offer to convey the said land excluding the land conveyed to the concern planning authority (amenities space) to the Federation within twenty four(24) months of the Full Occupancy Certificate. The land belonging to each Phase/each society cannot be demarcated and hence will not be separately conveyed. The Promoter shall (subject to his right to dispose of the remaining Apartments, if any of the said Project) execute the conveyance of project land along with structure and common areas (if any) meant for the project, which are not required to be handed over to any public authority as per the development permissions, in favour of Society/Federation Apex Body as per the prevailing Policy as prescribed under RERA after receipt of full occupation certificate of all the buildings proposed to be constructed in the said project. As aforesaid the Promotor shall be entitled to take further approval for 4th to 7th floor for Building No.7 and the Promoter shall always have the exclusive right to construct and sell the flats in the said floors from 4th to 7th for Building No.7 to any prospective buyers of Promoter's choice and to appropriate the sale proceeds thereof;



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- 15.3 The amenities/facilities (if any), common areas and rights of ways etcetera are meant for the entire project and as disclosed in the location plan shall be enjoyed by all the Allottees of said Project along with existing members jointly, unless the Promoter has provided otherwise. After completion of the said Project the common areas (amenities if any there) meant for the project shall be handed over by the Promoter to the society/Federation and society/Federation shall maintain the same. The cost of stamp duty and registration fees and other incidental costs in this regard shall be borne by the Allottee or respective Apartment Allottee/s.
- 15.4 The charges, costs expenses for conveyance of land shall be borne by the Allottee/or federation in proportion to his/her/their gross usable area and that the federation/Allottee shall come forward to accept conveyance of the said land in the name of the federation formed within fifteen (15) days from the date of intimation by the Promoter. This amount is not included in agreement value and shall be calculated and informed to the members of the federation after Occupancy certificate.
- 15.5 Promoter shall (subject to his right to dispose of the remaining Apartments, if any of the said Project) execute the conveyance of the structure of said all phases alongwith common areas (if any) meant for the project in favour of allottee/Society/Federation Apex Body after getting full occupancy as prescribed under RERA after receipt of full occupation certificate. The cost of stamp duty and registration fees and other incidental costs in this regard shall be borne and paid by the Allottee/Society or respective Apartment Allottees of said Project. However, in case the Allottees of the said Project fails to deposit the stamp duty, registration charges and all other incidental out of pocket expenses any incurred by the Promoter and legal expenses etc. so demanded within the period period demand letter, the Allottees authorises the romater to mitter registration of conveyance deed in the favority of federation till and final settlement of all dues and stampudary and the charges to the promoter is made by the Allo

15.6 Under no circumstances, the Allottee/s shall be entitled to such conveyance, unless entire amount of total consideration of any other amounts of money payable under this agree, and are as may be otherwise agreed, by the Allottee/s either to the Promoter or to any other agencies or authorities are actually raid by the Allottee/s.

## 10. SOCIETY MAINTENANCE CHARGES:

10.1 Commencing a week after notice in writing is given by the Promoter to the Allottee that the said unit is ready for use and occupation, irrespective of the Allottee taken the possession of the said unit or not, the Allottee will be liable for proportionate share of outgoings in respect of said apartment /common amenities meant for the project.

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10.2 Within 15 days after notice is writing is given by the Promoter to the Allottee that the Apartment is ready for the occupancy, the Allottee shall pay to the Promoter, advance maintenance along with maintenance for common amenities meant for the project for twelve months along with LBT, Service Tax/GST, local taxes as "common maintenance charges" for the upkeep and maintenance of the said Project building. The Allottee shall draw cheque/ Demand Draft/ Managers Cheque in the name of "CHOICE BUILDCON LLP - "A/c maintenance in BANK OF INDIA Bank, Koper khairane Branch, Navi Mumbai-400705 (the "said bank account-1"). The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the building is conveyed to the society as aforesaid.

10.3 The Allottee/s hereby agrees to pay maintenance to the Promoter regularly every month on or before the tenth day of every month beginning from the month following the month in which the Promoter offers to give possession of the said Apartment to Allottee/s or in lump sum as may be decided by the Promoter, until the Promoter hands over possession of apartment such proportionate share of the Allottee/s as may be determined by the Promoter towards (i) all rates, taxes and assessments, land revenue, electricity bills, water charges and water taxes and all other outgoings and impositions which may from time to time be levied upon or be payable in respect of the said Property /Project Land and the said Building standing thereon to Planning Authority and/or any other concern Authority, (ii) all other outgoings and expenses including insurance premium, provisions for depreciation and sinking fund and all outgoings and expenses of management, upkeep, maintenance and repairs of the said Building standing on the said Property /Project Land and the common lights, common sanitary and other utility services, garden and other services and amenities (IF ANY), if any, on the said Property /Project Land and in the said Building including remuneration, salaries and wages of watchmen, supervisors, sweepers, gardeners and other persons employed for the aforesaid purposes or any of them and the collection charges in respect thereof and the Allottee/s shall not withhold any payment of the amounts demanded by the Promoter under this clause on any ground whatsoever. The Allottee/s admit/s and confirm/s that he/she/they will be punctual for paying monthly contribution amount to Promoter herein as the case may bc. Such proportionate share of expense shall be calculated on the basis of area of the said unit plus the additional area attached to the said unit i.e. gross usable area vis a vis total gross usable area of said project.

10.4 The Purchaser/s shall be liable to bear and pay all taxes and other charges payable in respect of their premises and common expenses of their building proportionally from the date from which NAINA/CIDCO/MSRDCL under NAINA Scheme will grant the Occupancy Certificate to the Promoter/ Developers and shall be



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liable to pay service charges and outgoings from the date the Promoter/ Developers obtain the Part Occupancy / Occupancy Certificate from the CIDCO/ MSRDCL Ltd under NAINA Scheme or upon taken permission of excess for interior work of his/her/their premises.

10.5 After the formation of the society the Allottee shall bear and pay monthly maintenance charges directly to the society.

## 11. FEDERATION CHARGES:

11.1 In addition to the advance maintenance of the said Project, the Allottee/Society shall also pay to the Promoter/proposed federation in advance towards the common maintenance charges like electricity of common areas, security, property tax, maintenance of common areas meant for the society, salaries for areas other than for society as above (the "federation charges") until federation is formed . The Allottee shall draw cheque/ Demand Draft/ Managers Cheque in the name of "Choice Buildcon LLP A/c Maintenance" in BANK OF INDIA , KOPERKHAIRANE Branch, Navi Mumbai-400705, as the case may be. The amounts so paid by the Allottee to the Promoter shall not carry any interest and if any amount remain balance with the Promoter until a conveyance of said total land is executed in favour of the confederation as aforesaid. The Allottee shall ensure that the above dues are cleared on their respective dates. In the event of default, the Allottee shall be liable to pay interest at the rates prescribed under the RERA Rules for the period of default.

above after taking the possession and should be same for any reason whatsoever.

# 12. UNSOLD UNITS IN SAID PROJECT:

12.1 Promoter shall be inducted as a member of said society to unsold units upon conveyance of building to espective society

12.2 Promoter shall be entitled to sell the units in said project without any separate permission of consent of society and the members of society. The prospect ve Allottee of such unsold units shall be inducted by the society as members and no objection shall be raised either by pasting members or the society/Federation.

12.3 Allottee or society shall not be entitled to demand any transfer charge for the transfer of unsold unit by the Promoter to prospective Allottees.

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- 12.4 Promoter shall also be entitled to car parking reserved for every unsold units and the society or Allottee shall not stake claim on such parking.
- 12.5 Promoter shall be entitled to mortgage the unsold units of the said project with the financial institutions even after conveyance is done without any separate NOC from society or the members of federation.
- 12.6 Promoter is entitled to all the rights of being a member of society i.e. right to attend meeting, right to vote in the meeting etc.

## 13. POST POSSESSION OBLIGATION OF THE ALLOTTEE:

Allottee himself/themselves with intention to bring all persons into whosoever hands the said unit may come, hereby covenant with the Promoter as follows:-

- a. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition as it has delivered to him/her after and shall not do or suffer to be done anything in or to the building in which the Apartment is situated.
- b. 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 care while carrying heavy packages which may damage or likely to damage the staircases, 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 own cost 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.
- d. 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

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- columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or concern authority.
- e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the building in which the Apartment is situated or any part thereof or which may result any increased premium which shall become payable by the Allottee in respect of the insurance.
- f. 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 Property/Project Land and the building in which the Apartment is situated.
- g. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government if any applicable.
- h. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/s for any purpose other than for purpose for which it is sold if said change of use is so allowed by the Society/Promoter/Concern authority.
- i. Allottee shall not let, sub-let transfer, assign or part with his/their interest or benefit obtained under this Agreement or part with the possession of the said unit unless it has obtained a 'No Dues Certificate' letter from Promoter. The Promoter shall issue such Certificate if all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and if the Allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has requested in writing to the Promoter. Any transaction of let, sub-let, transfer, assign, sale without obtaining 'No Due Certificate' from Promoter shall be void-ab-initio. The Allottee shall obtain such permission from said society after the promoter of said total land is conveyed to the said confederation.
- j. The Allottee/s shall observe and perform a the rules are regularing which the Promoter/developer may adopt an interaction alternations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the partments 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 own by the promoter regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and putettally towards the taxes, expenses or other out-going in accordance with the terms expenses or other out-goings in accordance with the terms expenses or
- k. The Allottee/s shall not be entitled to claim possession of the said Apartment until the Occupation / completion Certificate is received from the local authority and the Allottees has paid all dues payable under this Agreement in respect of the said Apartment to the Promoter and has paid the necessary maintenance amount/deposits, service tax, and other taxes payable under this Agreement

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- 1. Till a conveyance of the structure of the building and during warranty period in which Apartment is situated is executed in favour of Society/Federation The Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times i.e between 9 am to 6 p.m, to enter into and upon the said buildings or any part thereof to view and examine the state and condition
- m. That the Allottee/s shall indemnify and keep indemnifying the Promoter against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee/s.
- n. That nothing herein contained shall construe as entitling the Allottee/s right on any of the adjoining, neighbouring or the remaining portion of the proposed project layout unless specifically agreed and dispensed by the Allottee/s to the Promoter in this regards.
- o. That the parking spaces including the parking sold/allotted, if any, to the Allottee/s shall be used only for the purposes of parking and in this regard the Allottee/s shall comply the general norms/rules of parking.

# 14. REGISTRATION OF THIS AGREEMENT:

- 14.1 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said unit unless all amounts as agreed upon in this agreement is paid by the Allottee to the Promoter and unless this agreement is duly stamped under the Maharashtra stamp Act and registered under the Registration Act, 1908. The Allottee shall have no claim save and except in respect of the said unit hereby agreed to be sold to him.
- 14.2 Allottee shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof through its authorised representative or constituted attorney.

## 15. NOTICE:

15.1 All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee and the Promoter, by Registered Post A.D. at his/her address specified below :-

dress of the Allottee:

MR. Sudhakar Satyanarayana Srirangam MRS.Jayashri Sudhakar Shrirangam.

Plot No.40, Kamptee Road, Vinayak Nagar,

Khairy, Khairi Akashwani Nagpur

Maharahstra - 441002

AND

Office Address of Promoter:-

M/s. Choice Buildcon LLP.

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having Office at 1402, Bhumiraj Costarica, Plot No. 1 & 2, Sector No 18, Palm Beach Road, Sanpada, Navi Mumbai – 400705

All correspondences sent by the Promoter to the aforementioned email address of the Allottee shall be deemed to be received by the Allottee on date of sending such correspondence. It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be. Further, that in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

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

# 17. ALLOTTEE'S UNDERTAKING TO THE PROMOTER:

17.1 The Allottee/s undertake and hereby gives his/her/their express consent to the Promoters to raise any loan against the said land and/or the said buildings under construction and to mortgage the same with any bank or bankers or any other financial institutions/s or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the Promoters at their own expenses.

17.2 It is clearly understood and so agreed the provisions contained herein and hereunder in respect of said Project sa equally be applicable to and explicable to and explicable and obligations go along with the said obligations go along with the said purposes.

17.3 Forwarding this Agreement to the Allottee/s by the Promotor does not create a binding obligation of the part of the forester or the Allottee/s until, firstly, the Allottee/s signs and believes this Agreement with all the schedules along with the payments due as stipulated in the Payment Schedule (Plan within 0 (thirty) days from the date 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 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-

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Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, and Promoter shall reserve the right to cancel the said unit and shall allot the same to any third party and all sums deposited by the Allottee/s in connection therewith by forfeiting 10% of the total consideration amount (excluding any taxes, stamp duty paid by the allottee) shall be returned to the Allottee/s without any interest or compensation whatsoever. The Allottee shall not claim any right in said unit thereafter or shall not object for allotting the said unit by the developer to any third party as per developer's choice.

- 17.4 The Allottee hereby undertakes that in case the Allottee/s mortgages the said Apartment to any financial institution it shall be the sole responsibility of the Allottee/s herein to handover the original Agreement or any final document of the said Apartment as and when executed and registered to the financial institution. The Allottee/s agree to do so without holding the Promoter responsible for the same and not to deal with the said Apartment without prior permission and consent of the financial installation during pendency of the charge.
- 17.5 The allottee hereby declares and undertakes that it is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Project shall equally be applicable to and enforceable against any subsequent Allotee/s of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes. Futher, the Allottee/s agree that they shall not object to any easement rights that need to be given to any person in and around the said Project and shall neither object to any such proceedings of land acquisition undertaken by the a government agency including any compensation / benefit given to the promoter in turn for which no Conveyance has occurred to the ultimate body of apartment allottees expressly stated in this Agreement and for which no consideration is specially dispensed by the Allottee/Ssto the Promoter for the same; save and except his right to enjoy and use the Apartment purchased by him and any other rights given by the Promoter to the Allottee/s for which consideration has been dispensed.



18.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in delay in making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one

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Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee.

- 18.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
- 18.3 Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee by the Promoter shall not been 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 nor shall the same in any manner prejudice the rights of the Promoter.

## 19. BINDING EFFECT:

19.1 The recitals hereinbefore constitute an integral part of this Agreement and are evidencing the intent of the parties in executing this agreement, and describing the circumstances surrounding its execution. Said recitals are by express reference made a part of the covenants hereof, and this agreement shall be construed in light thereof. The Schedules, Annexure and payment receipt shall be construed as an integral part of this agreement.

19.2 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 in the remaining provisions of this Agreement shall remain the remaining provisions of this Agreement shall remain and the time of execution of this Agreement.

## 20. MATERIAL ADVERSE CHANGE/CONDITIONS:

In case of non availability of any material offered by the promoter can use equivalent material/brands in any of the parameters in the said entire project the parties hereto shall try and amicable podificulter, sattle the matter within themselves.

## 21. COMPLIANCE OF LAWS RELATING TO REMITTANCES;

21.1 The Allottee, if resident outside India, shall be sofely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under

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this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. All the costs, expenses, professional fees, consultancy charges, payable to the concern banks, or any other concern authority shall be solely born by the Allottee/s. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

21.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

## 22. INVESTOR CLAUSE:

The Allottee has purchased the said Unit as an Investor. The Allottee intends to sell the said unit within a period of one year from the date of this Agreement. In the event the said Unit is sold within one year then the Allottee shall be entitled to invoke the benefit available to an Investor as per the amendment made to the Maharashtra Stamp Act, 2015. Without prejudice to the Allottees right as an Investor, the Allottee may continue to hold the said Unit like any other Allottee if he does not sell it within one year.

## 23. SEVERABILITY:

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

METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with other Allottees in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of al the Apartments in the Project.

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## 24. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge an 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.

#### 25. 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.

## 26. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the Unit/Apartment hereof and supersedes any and all representations, understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said unit, as the case may be.

# 27. JURISDICTION:

All disputes concerning this agreement shall be subject to the jurisdiction of courts in Khalapur/Alibaugh.

## 28. DISPUTE RESOLUTION:

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to Arbitrator as per provisions of Arbitrator and Conciliation Act, 1996. All the disputes and differences arising between the Promoter and allottee hereto, including any disputes and differences in regard to the interpretation of any provisional or term or the meaning there off, or in regard to any claim of the allottees against the Promoter or in regards to the rights and obligation of the Promoter and/or the Allottee/s here under the agreement or otherwise, however shall be referred to a sole above as mutually decided by both, the Promoter and the Allottee/s.

## 29. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the billient Parties if so affecting any rights of either parties herein

## 30. STAMP DUTY AND REGISTRATION COST:

The cost of Stamp Duty, Registration fees and other in respect of this Agreement have been as agreed, the Allottee/s.

## 31. NO COERCION:

31.1 The parties hereto represent and acknowledge that they have decided to enter into this Agreement voluntarily, knowingly and influence, duress, or coercion of any kind. The parties represent and

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acknowledge that each has read this Agreement and understands its contents.

31.2 The Allottee hereby acknowledges that he/she/they has/have been afforded the opportunity to obtain independent legal advice and confirms by the execution and delivery of this Agreement that he/she/have either done so or waived their right to do so in connection with the entering into of this Agreement.

## 32. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s herein. After the Agreement is duly 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 Khalapur or concern sub-Registrar offices.

# The first schedule above referred to Description of Property 22/2

All that piece or parcel of nonagricultural land bearing Survey No. 22, Hissa No. 2, area admeasuring about H.R.P. 0-56-1 i.e. 5610 Sq. Mtrs., assessed at Rs. 102=20 Ps., situate, lying & being at Village-Rees, Tal. Khalapur, Dist. Raigad, within the limits of Panchayat Samiti, Khalapur and the same is bounded as follows:

On or towards the East

: Survey No. 24/1

On or towards the West

:Survey No. 22/1A, Survey No.3, Survey No.4 and

Survey No.5

On or towards the South

: Survey No.21 and Existing

On or towards the North

: Survey No.24/1

# The Second schedule above referred to Description of Property 24/1

All that piece or parcel of nonagricultural land bearing Survey No. 24, Hissa No. 1, area admeasuring about H.R.P. 0-50-9 i.e. 5090 Sq. Mtrs., assessed at Rs. 610=80 Ps., situate, lying and Village Rees, Taluka Khalapur, District Raigad, within the limits of Panchayat Samiti, Khalapur and within the jurisdiction of Sub-Registrar of Assurance at Khalapur and the same is bounded as follows:

On or to ards the East

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On or towards the West

:Survey No. 22/2

or towards the South

: Existing Road

Or towards the North

: Survey No. 26

Note: As per 7/12 area of Survey No. 22/2 & 24/1 total area is 10,700 Sq. Mtrs but as per physical survey conducted by survey office/TLIR total area is 13,200 Sq. mtrs.

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(Approximately). Developer is developing property on total area 13,200 sq. mtrs. (as per TLR survey done

# The third schedule above referred to Description of Premises / Unit / Appartment

In respect of **D** Type, Building no. 6, on the 6<sup>th</sup> Floor, Flat No. 602, total area admeasuring about 55.80 Sq.Mtrs Carpet(more particularly described in the ANNEXURE- **D** annexed herein and delineated in red in the floor plan which is also part of the said Annexure-D)situated in Phase-II of the Project to be known as "CHOICE AMBE SMRUTI" situated on land bearing Survey No. 22/2 & 24/1, Village Rees, Taluka Khalapur, District Raigad, within the limits of Panchayat Samiti, Khalapur and within the jurisdiction of Sub-Registrar of Assurance at Khalapur. (For consideration agreed under this agreement).

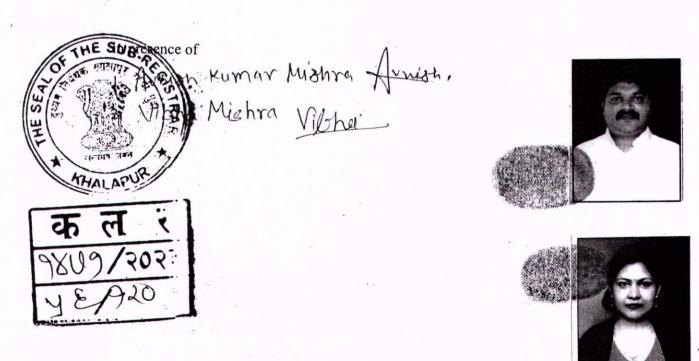
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IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals this day and year first hereinabove mentioned.

SIGNED AND DELIVERED by the	)	MA
Withinnamed Promoter/Developers	)	26
M/s. CHOICE BUILDCON LLP		
PAN: AAKFC3820G		ATA
through its Partner namely,	)	
Deepak Valji Karia	)	
in presence of  1. Avnish  2. Villus	Signature	
SIGNED AND DELIVERED by the Withinnamed PURCHASER Mr. Sudhakar Satyanarayana Srirangam PAN: AXEPS2597P	)   Soher: )	
Mrs. Jayashri Sudhakar Shrirangam PAN: IGYPS4759E	Signature  ) Signature	





## RECEIPT

RECEIVED with thanks from the Allottee Mr. Sudhakar S. Srirangam and Mrs. Jayashri S. Shrirangam a sum of Rs. 3,81,535/- (Rupees Three Lakhs Eighty One Thousand Five Hundred Thirty Five Rupees Only) as Part payment on execution hereof as per terms & conditions of this Agreement for Sale of Flat no. "602", on 6<sup>th</sup> Floor in 6D Nos Building in the Project Known as "CHOICE AMBE SMRUTI" Phase -II constructed on above said Phase -II land being part and portion of above said total land more particularly described in SCHEDULE 1 AND 2 to this Agreement.

Cheque No./RTGS/NEFT UTR No	Dated	Drawn on Bank & Branch	Amount Rupee
063606	03/02/23	Bank Of India	21,000/-
029727	02/03/23	Bank Of India	3,60,535/-
Total Amount		3,81,535/-	

The receipt is subject to realization of Cheques.

Date:

Place:

We say received

For CHOICE BUILDCON LLP

Partner

(The Promoter/Developers)

<u>Note</u>: All payments are acknowledged subject to its realisation in our account Any delay in payment interest will be charged separately as per RERA Act. Will be intimated separately will demanded by time to time or before possession.



# ANNEXURE "G" PAYMENT SCHEDULE

Payment Schedule	Agreement Value
EMD at time of Booking	10%
Upon execution of Agreement	20%
Completion of Plinth	15%
On completion of 1st slab	4%
On completion of 2nd slab	4%
On completion of 3rd slab	4%
On completion of 4th slab	4%
On completion of 5th slab	4%
On completion of 6th slab	4%
On completion of 7th slab	4%
On completion of 8th slab	4%
On completion of walls, internal plaster, flooring, doors & windows	5%
On completion of sanitary fittings, staircases, lift well & lobbies	5%
On completion of external plumbing, external plaster, elevation & terraces	5%
On completion of lifts, water pumps, electrical fittings, paving etc	5%
On possession upon recepit of the Occupancy Certificate	3%
A: Payable as per Schedule	100%

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## SPECIFICATION AND AMENITIES FOR THE UNIT

## **Internal Amenities**

- Flooring: Vitrified flooring by a reputed brand for the entire apartment.
- Kitchen: Granite kitchen platform with S.S sink.
- Paints: Plastic or Equivalent paints on all walls.
- Door: Laminated flush main door with elegant hardware fittings.
- Window: Powder coated aluminium sliding window with marble framing.
- · Plumbing: Concealed plumbing with reputed make CP fittings.

## List Of Annexure:

- 1) Layout of said original land.
- 2) 7/12 extract of said original land.
- 3) Commencement Certificate.
- 4) Title Certificate.
- 5) Floor Plan.
- 6) MAHA RERA Registration certificate.
- 7) Part & Final occupancy certificate Phase I.

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CHOICE BUILDCON LLP

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आयकर विभाग INCOMETAX DEPARTMENT



मारत सरकार GOVT OF INDIA

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Pennineat Account N AHFPK2679F

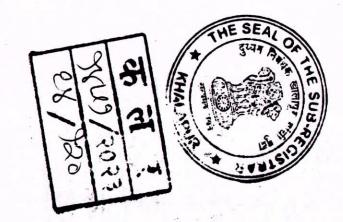


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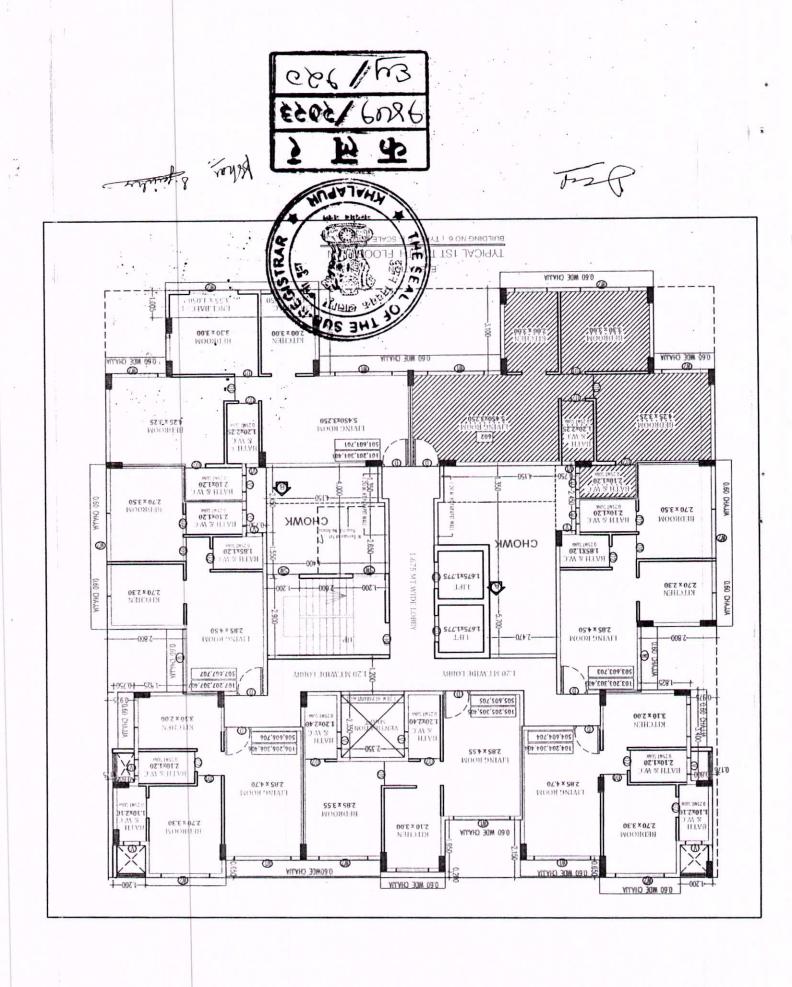
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# **INTERNAL AMENITIES**

# **FLOORING**

24" X 24" vitrified tile flooring by a reputed brand for the entire apartment.

## **DOORS**

Laminated flush doors with elegant hardware fittings.

# WINDOWS

Powder coated/anodized aluminum sliding window with marble / granite framing and sill to all windows.

# **BATHROOM & WC**

Anti-skid tile flooring in all toilets

Bathrooms with full height tiles and good quality sanitary fittings.

## **KITCHEN**

Granite Kitchen platform with Stainless Steel sink.

# PLUMBING :

Concealed plumbing with jaguar or equivalent CP fittings.

# **EXTERNAL AMENITIES**

# **ELECTRIFICATION**

Concealed copper wiring with ELCB and MCB protection, modular switch fitting and circuit breaker. Reputed companies' modular switches, plug points etc.viz Anchor, Roma, Panasonic or equivalent.

# **WALL FINISH**

Internal wall with plaster and putty finish

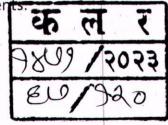
External wall with plaster & acrylic paint finish

# **PAINTING**

Plastic emulsion paint for the internal walls of the apartmen

Acrylic paint for the external face of the building.





## WATER STORAGE

Provision for separate overhead and underground tanks with adequate capacity.

Rain water harvesting system.

·Water connection from MIDC/CIDCO concerned authority.

# **PARKING**

Sufficient light points for parking area.

Well planned parking lots on reservation basis.

## LIFT

Schindler, Kone, ThyssenKrupp or equivalent make elevators.

# **GARDEN**

Landscape garden and well equipped children play area.

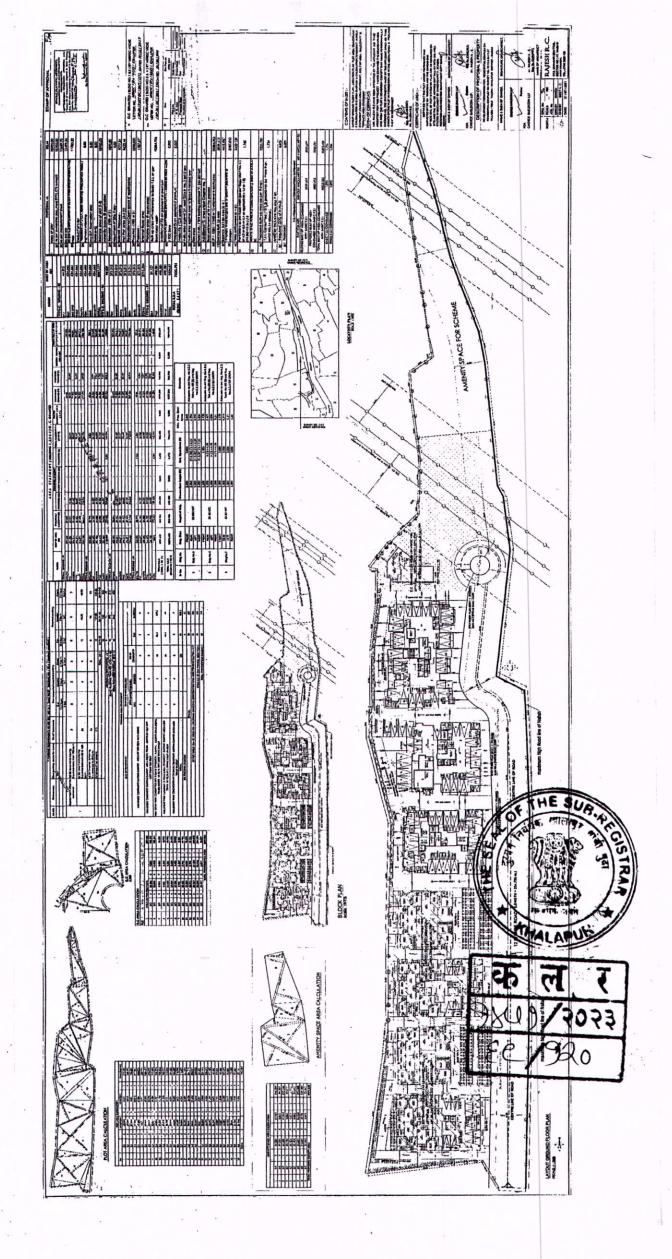
# **RCC STRUCTURE**

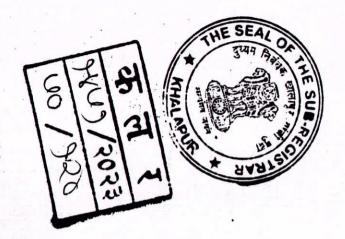
Earthquake resistant R.C.C. Structure.

# **ADDITIONAL ASSETS**

Drivers' room and society office.









### Maharashtra Real Estate Regulatory Authority

## REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number: P52000027236

Project: CHOICE AMBE SMRUTI, Plot Bearing / CTS / Survey / Final Plot No.: Sr. No. 22/2, 24/1 at Khalapur, Raigarh, 410207;

- 1. Choice Buildcon Llp having its registered office / principal place of business at Tehsil: Thane, District: Thane, Pin: 400705.
- 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;

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 25/11/2020 and ending with 31/12/2023 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities
- 3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under

Signature valid
Digitally Signed by
Dr. Vasant Fremanand
(Secretary, MahaRERA
Date: 25-11-2020 14:09

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

क ल र ४७९ /२०२३ ४९९/९२०

Dated: 25/11/2020 Place: Mumbai



अहवास दिलांक: 15/07/2019

गार सम्बन्ध । अधिक अन्तर सम्बन्ध अधिक अन्तर क्या ( क्यार करणे व मुस्तिम हेक्ये ) क्यार अन्तर अन्तर अन्तर अन्तर । । व णितर अन्तर सम्बन्ध अधिक अन्तर करणे व मुस्तिम हेक्ये ।

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जिल्हा:- रायगड

शेवटचा फेरफार क्रमांक : 4151 व दिनांक : 31/03/2018

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"शासकीय कामासाठी निशुस्क प्रत." दिनांक :- 27/02/2020 सांकेतिक क्रमांक :- 272400040285830000220201367

( नाव :- गेणू आनंदा शिंदे ) तलाठी साझा :- रीसता :- खालापुर जि :-रायगड





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27/02/2020

NO.MSRDC/SPA/Rees/Khalapur/BP-26/Revised CC/2022/1424 Date: 06/10/2022

#### 'Revised Commencement Certificate'

To, M/s. Choice Buildcon L.L.P, 1402, Bhumiraj Costarica Plot no 1 & 2, Sector 18, Sanpada, Navi Mumbai – 400 705.



With reference to your Application dated 14/07/2022 for granting of 'Commencement Certificate' for Residential Purpose under section 44 of the Maharashtra Regional and Town Planning Act 1966 to carry out development work/construction of additional four floors in building no. 7 on land bearing on Survey No. 22/2 & 24/1, Village Rees, Tehsil- Khalapur, Dist.-Raigad.

The Commencement Certificate/Building Permit is herewith granted under section 45 of the said Act, subject to the following conditions:-

- 1) The Revised Commencement Certificate is issued by this office dated 02/08/2021 for building no. 5, 6 & 7. The permission for Clubhouse as per Commencement Certificate dated 11/11/2020 is valid. This Commencement Certificate is issued for four additional floors (4<sup>th</sup> to 7<sup>th</sup> floors) in building no. 7 and shall be read in conjunction with previous Commencement Certificate issued by NAINA dated 07/11/2015 for building no. 1,2,3,4 and subsequent amendments by MSRDC dated 15/07/2017 & 02/08/2021 including the Part Occupancy Certificates dated 18/12/2017 and 04/08/2018.
- 2) The land vacated in consequence of the enforcement of the setback rule shall form part of the public street.
  - 3) This revised commencement certificate /building permit shall remain valid for a period of one year commencing from the date of its issue. If the construction is not commenced within a period of one year, this commencement certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of Maharashtra Regional and Town Planning Act 1966.
  - 4) This revised permission is limited to only for Survey No. 22/2 & 24/1, Village Rees, Tehsil- Khalapur, Dist.-Raigad and does not entitle you to develop any other land.

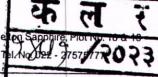
5) Inform to the Authority immediately after starting the development work in the land under reference.

6) The Applicant/Developer shall restrict to the built up area of 1994.324 additional floors of Building no. 7) as mentioned in the approved plant Commencement Certificate.

7) The Gross Built-up Area of the entire scheme is 19,799. So Applicant/Developer shall restrict Gross BUA as above. In case of increase it above 20,000 Sq.M., applicant shall obtain Environment Clearance to the submit the same to this Authority for further development and necessary action Authority.

Project Office : Special Planning Authority Expressway Smart City Project - 1, 11 th Floor, A- Wing She Behind Croma, Near Sessions Court, Sectop த்த பேர்க்கும், Navi Mumbai - 400614 7

Regd. Office: Nepean Sea Road, Besides Priyadarshini Park, Mumbai - 400
Website: www.msrdc.org CIN: U45200MH1996SGC101586



8) The Applicant / Developer shall strictly adhere the Unified Development Control and Promotion Regulations for Maharashtra State sanctioned vide Notification No: TPS-1818/CR-236/18/Sec.37 (1AA)UD-13 dtd. 02.12.2020 as amended from time to time which are applicable to land under reference.

9) This permission is liable to be revoked by the MSRDC, as per the Reg. no. 2.15 of Unified Development Control and Promotion Regulations for Maharashtra State sanctioned vide Notification No: TPS-1818/CR-236/18/Sec.37 (1AA)UD-13 dtd. 02.12.2020 as amended from time to time, if there is misrepresentation of material fact in the application on the basis of which this Commencement Certificate is issued. Further, this Commencement Certificate shall be revoked, if any of the restrictions imposed by the MSRDC are contravened or not complied with.

10) Pay to the Authority the costs, as may be determined by the Authority for provision and/or up gradation of infrastructure. The Applicant/Developer must pay Infrastructure development charges whenever MSRDC-SPA finalised and demand the same. The Applicant/Developer shall strictly follow the Prevailing Rules / Orders / Notification issued by the Labour Department, GoM from time to time, for labours working on site.

11) The amount of Rs. 63,200/- (Rupees Sixty Three Thousand, Two hundred only) deposited at MSRDC vide receipt No: 3885 dtd. 29/09/2022 as Security Deposit shall be forfeited either in whole or in part at the absolute discretion of the Authority for breach of any of the conditions stipulated in this Revised Commencement Certificate. Such forfeiture shall be without prejudice to any other remedy or right to the Authority.

12) Neither the granting of this permission nor the approval of the drawings and specification, nor the inspection made by the officials during the development shall in any way relieve Applicant/Developer/Architect/Structural Engineer/ Supervisor or any licensed technical person of such development from full responsibility for carrying out the work in accordance with the requirement of all applicable Acts/Rules/Regulations. The Applicant / Developer shall permit the Authority to enter the building or premises for which the permission has been granted at any reasonable time for the purpose of enforcing these Acts/Rules/Regulations. The responsibility of Authenticity of the documents vests with the Applicant and his appointed licensed Architect/Engineer.

13) The Applicant/Developer is required to provide a solid waste disposal unit for non-bio degradable & bio-degradable waste separately, of sufficient capacity, at a location accessible to the authorised recyclers, to store/dump solid waste etc. in accordance with the Regulation No. 13.5 of the Unified Development Control and Promotion Regulations are State dtd. 02.12.2020 as amended from time to time.

protein the oper shall make arrangement and provision for Rain Water Harvesting in artifice, with the Regulation No. 13.3 of the Unified Development Control and the operation of t

The Applicant Developer is required to provide a Grey Water Treatment Plant of infficient Application in accordance with the Regulation No. 13.4 of the Unified Evelopment Control and Promotion Regulations for Maharashtra State dtd. 2.12.2020as amended from time to time. Occupancy Certificate will be granted only if

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Grey Water Treatment Plant is in working condition and made up to the satisfaction of the Authority.

- 16) The Applicant/Developer is required to install Installation of Solar Assisted Water Heating (SWH) System/ Roof Top Photovoltaic (RTPV) System as per Regulation No. 13.2 of the Unified Development Control and Promotion Regulations for Maharashtra State dtd. 02.12.2020 as amended from time to time.
- 17) As per Regulation no. 9.27 in UDCPR, the Applicant shall provide minimum 8 passengers Fire Lift as proposed in plans.
- 18) The Applicant/Developer shall not change the use, alter/amended the building plans, subdivide or amalgamate the plots etc. without obtaining prior approvals from the Authority.

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- 19) The Applicant/Developer shall get the approved layout demarcated on the site by the land record department. The measurement plan showing respective areas of plots, roads, open space, Amenity spaces or other reservations shall be certified by the Dy. Superintendent of Land Records. The demarcation of approved layout on the site shall be carried out without altering the dimensions and area of the roads, open space or other reservations. The demarcated layout measurement plan certified by Land Records department shall be submitted before applying for Occupancy Certificate.
- 20) This Revised Commencement Certificate is based on the documents submitted by the Applicant / Developer. This Commencement Certificate doesn't absolve the applicant any legal matter pending against him. The Authority shall not be held liable for any legal matter that may arise in future and the Applicant / Developer is solely responsible for settling for the same.
- 21) As per Regulation no. 2.8.4 in UDCPR, the Applicant has to give intimation in the prescribed format certified by Architect to the Authority after the completion of work upto plinth level.
- 22) The Applicant/Developer shall ensure permanent potable water connection and permanent power connection to the consumer / occupier of tenements / units for perpetuity. The occupancy certificate will be granted only after verifying the provision of potable Water Supply & Power Supply to the occupiers.

23) The size and location of meter room may be fixed in consultation of MSEDCL before applying for Occupancy Certificate. The NOC from MSEDCL shall be standing to be same.

24) The Applicant/Developer shall provide at his own cost, the Infrastructural actives (sas Internal Access, channelization of water, arrangements of, drinking water arrangements for commutation, disposal of sludge and sewage, arrangement of solid waste etc.) within the plot, before applying for Occupancy certificate will be granted only after all these arrangements are made up to satisfaction of the Authority.

25) Every plot of land shall have at least 1 tree for every 100 Sq. m or partarea, where the number of existing trees in the plot is less than the standards; additional number of new trees shall be planted

26) The Applicant/Developer shall pay all the dues before seeking Occ

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- 27) No building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until Occupancy Certificate is granted by the Authority. If the Occupancy in the building is reported before grant of Occupancy Certificate, the security deposit of the said building shall be forfeited, and the Authority may impose/levy penalty, as may be determined, to regulate such occupancies.
- 28) Where lighting and ventilation requirements are not met through day-lighting and natural ventilation, they shall be ensured through artificial lighting and ventilation in accordance with the provisions of Part 8, Building Services- Section 1, Lighting and Ventilation, National Building Code of India.
- 29) The amount of Rs. 28,35,500/-for gross BUA of 11835.249 sq.m deposited at MSRDC vide receipts No: 2204,2689& 3884 dtd. 06/11/2020, 29/06/2021 & 29/09/2022 respectively as Labour Cess. The Applicant shall pay belance labour cess if any as per prevailing rates for completed work in particular year directly to the concern department and submit the receipt of payment to this office.
- 30) The conditions Stipulated in NA order & NOCs by various Authorities shall be strictly adhered to.

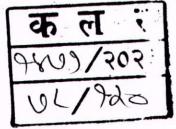
Failure to comply with above conditions would result in revocation of this commencement certificate.

Dy. Chief Planner
MSRDC Ltd.

#### CC to:

- 1. Ar. Rajesh R.C, Office no 13, Mahavir Center, Sec 17. Vashi, Navi Mumbai 400 705.
- 2. The District Collector, Office of the Collector, Revenue Dept, Near Hirakot Lake, Alibag, Dist Raigad 402201.
- 3. Dy. Superintendent of Land Records, Tal -Khalapur, Dist. Raigad.
- 4. The Dy. Executive Engineer, M.S.E.D.Co.Ltd, Panvel (II), Subdivision, Vidyutnagar, at Bhingari, Tal Panvel, Dist.- Raigad.410206.
- Hon. Secretary cum CEO, Maharashtra Building and Other Construction Workers' Welfare Board, 5<sup>th</sup> Floor, MMTC House, Plot C-12, E-Block, BKC, Bandra (E), Mumbai





NO.MSRDC/SPA/Rees/Khalapur/BP-26/Revised CC/2021/ 856 Date: 02/08/2021.

#### 'Revised Commencement Certificate'

To,
M/s. Choice Buildcon L.L.P,
1402, Bhumiraj Costarica
Plot no 1 & 2, Sector 18, Sanpada,
Navi Mumbai – 400 705.



With reference to your Application dated 19/03/2021 for granting of 'Commencement Certificate' for Residential Purpose under section 44 of the Maharashtra Regional and Town Planning Act 1966 to carry out development work/construction of Residential buildings no. 5, 6 & 7 on land bearing on Survey No. 22/2 & 24/1, Village Rees, Tehsil-Khalapur, Dist.-Raigad.

The Commencement Certificate/Building Permit is herewith granted under section 45 of the said Act, subject to the following conditions:-

- 1) The Commencement Certificate issued by this office dated 11/11/2020 stands cancelled in regards to building no. 5, 6 & 7. The permission for Clubhouse as per Commencement Certificate dated 11/11/2020 is valid. This Commencement Certificate shall be read in conjunction with previous Commencement Certificate issued by NAINA dated 07/11/2015 for building no. 1,2,3,4 and subsequent amendment by MSRDC dated 15/07/2017 including the Part Occupancy Certificates dated 18/12/2017 and 04/08/2018.
- 2) The land vacated in consequence of the enforcement of the setback rule shall form part of the public street.
- 3) This revised commencement certificate /building permit shall remain valid for a period of one year commencing from the date of its issue. If the construction is not commenced within a period of one year, this commencement certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of Maharashtra Regional and Town Planning Act 1966.

4) This revised permission is limited to only for Survey No. 22/2 & 24/1, Tehsil- Khalapur, Dist.-Raigad and does not entitle you to develop any other.

 Inform to the Authority immediately after starting the development under reference.

6) The Applicant/Developer shall restrict to the built up area of 73 Building no. 5, 6 & 7) as mentioned in the approved plan Commencement Certificate.

7) The Applicant / Developer shall strictly adhere the Unified Development Promotion Regulations for Maharashtra State sanctioned vide Notification No. 1818/CR-236/18/Sec.37 (1AA)UD-13 dtd. 02.12.2020 as amended from time which are applicable to land under reference.

8) This permission is liable to be revoked by the MSRDC, as per he Reg. in Unified Development Control and Promotion Regulations for Maharash

Project Office: Special Planning Authority Expressway Smart City Project - 1, 11 th Floor, A- Wing Stellton Saphite, Planning Behind Croma, Near Sessions Court, Sector 15, CBD Belapur, Navi Mumbai - 400614 Tel. No. 022 - 2757

leday

Regd. Office: Nepean Sea Road, Besides Priyadarshini Park, Mumbai - 400 036.

Website: www.msrdc.org CIN: U45200MH1996SGC101586

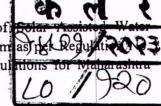
1/4

- 02.12.2020 as amended from time to time, if there is misrepresentation of material fact in the application on the basis of which this Commencement Certificate is issued. Further, this Commencement Certificate shall be revoked, if any of the restrictions imposed by the MSRDC are contravened or not complied with.
- 9) Pay to the Authority the costs, as may be determined by the Authority for provision and/or up gradation of infrastructure. The Applicant/Developer must pay Infrastructure development charges whenever MSRDC-SPA finalised and demand the same. The Applicant/Developer shall strictly follow the Prevailing Rules / Orders / Notification issued by the Labour Department, GoM from time to time, for labours working on site.
- 10) The amount of Rs. 1,93,150/- (Rupees One lakh, Ninty three thousand, One hundred and fifty Only) deposited at MSRDC vide receipt No: 2205 &2687 dtd. 06/11/2020 & 29/06/2021 respectively as Security Deposit shall be forfeited either in whole or in part at the absolute discretion of the Authority for breach of any of the conditions stipulated in this Revised Commencement Certificate. Such forfeiture shall be without prejudice to any other remedy or right to the Authority.
- 11) Neither the granting of this permission nor the approval of the drawings and specification, nor the inspection made by the officials during the development shall in any way relieve Applicant/Developer/Architect/Structural Engineer/ Supervisor or any licensed technical person of such development from full responsibility for carrying out the accordance with the requirement of all applicable Acts/Rules/Regulations. The Applicant / Developer shall permit the Authority to enter the building or premises for which the permission has been granted at any reasonable time for the purpose of enforcing these Acts/Rules/Regulations. The responsibility of Authenticity of the documents vests with the Applicant and his appointed licensed Architect/Engineer.
- 12) The Applicant/Developer is required to provide a solid waste disposal unit for non-bio degradable & bio-degradable waste separately, of sufficient capacity, at a location accessible to the authorised recyclers, to store/dump solid waste etc. in accordance with the Regulation No. 13.3 of the Unified Development Control and Promotion Regulations for Maharashtra State dtd. 02.12.2020as amended from time to time.

13) Applicant/Developer shall make arrangement and provision for Rain V accordance with the Regulation No. 13.3 of the Unified Developer Promotion Regulations for Maharashtra State dtd. 02.12.2020as time.

14) The Applicant/Developer is required to provide a Grey Water Preatment and of sufficient capacity in accordance with the Regulation No. 3.4 of the Enified Development Control and Promotion Regulations for Mahaushtra State although 102.12.2020 as amended from time to time. Occupancy Certificate will be an entered if Grey Water Treatment Plant is in working condition and made up to the satisfaction of the Authority.

15) The Applicant/Developer is required to install Installation of Heating (SWH) System/ Roof Top Photovoltaic (RTPV) System as I 13.2 of the Unified Development Control and Promotion Regulation State dtd. 02.12.2020 as amended from time to time.



mended

16) As per Regulation no. 9.27 in UDCPR, the Applicant shall provide minimum 8 passengers Fire Lift as proposed in plans.

17) The Applicant/Developer shall not change the use, alter/amended the building plans, subdivide or amalgamate the plots etc. without obtaining prior approvals from the Authority.

- 18) The Applicant/Developer shall get the approved layout demarcated on the site by the land record department. The measurement plan showing respective areas of plots, roads, open space, Amenity spaces or other reservations shall be certified by the Dy. Superintendent of Land Records. The demarcation of approved layout on the site shall be carried out without altering the dimensions and area of the roads, open space or other reservations. The demarcated layout measurement plan certified by Land Records department shall be submitted before applying for Occupancy Certificate.
- 19) This Revised Commencement Certificate is based on the documents submitted by the Applicant / Developer. This Commencement Certificate doesn't absolve the applicant any legal matter pending against him. The Authority shall not be held liable for any legal matter that may arise in future and the Applicant / Developer is solely responsible for settling for the same.

20) As per Regulation no. 2.8.4 in UDCPR, the Applicant has to give intimation in the prescribed format certified by Architect to the Authority after the completion of work upto plinth level.

21) The Applicant/Developer shall ensure permanent potable water connection and permanent power connection to the consumer / occupier of tenements / units for perpetuity. The occupancy certificate will be granted only after verifying the provision of potable Water Supply & Power Supply to the occupiers.

22) The size and location of meter room may be fixed in consultation of MSEDCL before applying for Occupancy Certificate. The NOC from MSEDCL shall be submitted for the same.

23) The Applicant/Developer shall provide at his own cost, the Infrastructural facilities (Such as Internal Access, channelization of water, arrangements of drinking water, arrangements for commutation, disposal of sludge and sewage, arrangement of collection of solid waste etc.) within the plot, before applying for Occupancy Certi Certificate will be granted only after all these arrangements satisfaction of the Authority.

24) Every plot of land shall have at least 1 tree for every 100 Sq. m or part thereo area, where the number of existing trees in the plot is less than the standards; additional number of new trees shall be planted

25) The Applicant/Developer shall pay all the dues before seeking Occupants

26) No building or part thereof shall be occupied or allowed to be occupied permitted to be used by any person until Occupancy Certificate Authority. If the Occupancy in the building is reported before Certificate, the security deposit of the said building shall be forfered may impose/levy penalty, as may be determined, to regulate such deco

27) Where lighting and ventilation requirements are not met through day-lighting are ventilation, they shall be ensured through artificial lighting and v

graft of

- with the provisions of Part 8, Building Services- Section 1, Lighting and Ventilation, National Building Code of India.
- 28) The amount of Rs. 23,13,650/-for gross BUA of 1866.131sq.m deposited at MSRDC vide receipts No: 2204 & 2689 dtd. 06/11/2020 & 29/06/2021 respectively as Labour Cess. The Applicant shall pay balance labour cess if any as per prevailing rates for completed work in particular year directly to the concern department and submit the payment to this office.
- 29) The conditions Stipulated in NA order & NOCs by various Authorities shall be strictly adhered to.

Failure to comply with above conditions would result in revocation of this commencement certificate.

Dy. Chief Planner MSRDC Ltd.

#### CC to:

- 1. Ar. Rajesh R.C, Office no 13, Mahavir Center, Sec 17, Vashi, Navi Mumbai 400 705.
- 2. The District Collector, Office of the Collector, Revenue Dept, Near Hirakot Lake, Alibag, Dist Raigad 402201.
- 3. Dy. Superintendent of Land Records, Tal -Khalapur, Dist. Raigad.
- The Dy. Executive Engineer, M.S.E.D.Co.Ltd, Panvel (II), Subdivision, Vidyutnagar, at Bhingari, Tal - Panvel, Dist. - Raigad. 410206.
- Hon. Secretary cum CEO, Maharashtra Building and Other Construction Workers' Welfare Board, 5th Floor, MMTC House, Plot C-12, E-Block, BKC, Bandra (E), Mumbai - 400 051.



NO. MSRDC/SPA/Rees / Khalapur /BP-26/CC/2017/ 722

Date: 15.07.2017

#### 'Revised Commencement Certificate'

To. M/s. Choice Buildcon L.L.P 1402, Bhumiraj Costarica, Plot no 1 & 2, Sector 18, Sanpada, Navi Mumbai - 400 705



Maharashtra State Road Development Corpn. Ltd.

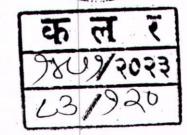
With reference to your Application No. dated 07/04/2017 for granting of Revised Commencement Certificate' under section 44 of the Maharashtra Regional and Town Planning Act 1966 to carry out development work /construction of building on land bearing Survey No. 22/2 & 24/1, Village - Rees, Taluka - Khalapur, District - Raigad, The revised Commencement Certificate/building permit is granted under section 45 of the said Act, subject to the following conditions:-

- 1) This revised 'Commencement Certificate' supersedes the earlier Commencement Certificate granted by NAINA vide under no. CIDCO/NAINA/Khalapur/Rees/BP-12/CC/2015/2104 dtd. 09/11/2015.
- 2) The application is examined based on the layout and access road approved by NAINA vide 'Commencement Certificate' referred '1' above.
- 3) The land vacated in consequence of the enforcement of the setback rule shall form part of the public street.
- 4) No new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
- 5) This revised commencement certificate /building permit shall remain valid for a period of one year commencing from the date of its issue.
- 6) If the construction is not commenced within a period of one year, this revised commencement certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of Maharashtra Regional and Town Planning Act 1966.
- 7) This revised permission is limited to only the land bearing Survey No. 22/2 & 24/1, Village- Rees, Tal-Khalapur, Dist- Raigad and does not entitle you to develop any others land / any other area that is not envisage for development within these survey numbers.
- 8) The applicant /developer shall strictly adhere the conditions applicable in Development Control Regulations for Mumbai Metropolitan Region sanctioned under Government Notification Urban Development Department No. TPS-1297/1094/CR-116/97/UD-12 dtd. 23.09.1999 as amended from time to time and the conditions applicable in Standardised Development Control and Promotion Regulations for Regional Plans in Maharashtra TPS-1812/157/CR71/12/REC No:34/12/RP/UD-13 GR No: vide dtd.21.11.2013 as amended from time to time.

Opp. Bandra Reclamation Bus Depot, Near Lilavati Hospital, K.C. Marg, Bandra Corporate Office : Telephone No.: 022-26400190/201, 26558175/76 Fax No.: 022-26417893

Regd. Office

Nepean Sea Road, Besides Priyadarshini Park, Mumbai - 400 036. Telephone No.: 022-2368 6112, 2369 6109 / 3671 / 3673, Fax No.: 022-2368 Website: www.msrdc.org, CIN: U45200MH1996SGC101586



9) This permission is liable to be revoked by the MSRDC, as per The Regulation no. 10.2 of Standardised Development Control and Promotion Regulations for Regional Plans in Maharashtra sanctioned vide TPS-1812/157/CR71/12/REC No.34/12/RP/UD-13 dtd.21.11.2013 as amended from time to time, if there is misrepresentation of material fact in the application on the basis of which this revised Commencement Certificate is issued. Further, this revised Commencement Certificate is restrictions imposed by the MSRDC are contravened or not complied with.

10) Pay to the Authority the costs, as may be determined by the Authority for provision and for up gradation of infrastructure. Applicant/Developer shall strictly follow the Prevailing Rules / Orders / Notification issued by the Labour Department, G.o.M from time to time, for labours working on site. The Applicant/Developer shall pay to Authority the cost of Provision or up gradation of Infrastructure once the Authority finalises and demands for Provision or up gradation of Infrastructure once the Authority finalises and demands for

11) The Applicant/Developer shall pay compounding charges for unauthorised construction work of area 430.845 Sq.m, as and when the Authority demands and finalises these

charges without any delay.

12) Inform to the Authority immediately after starting the development work in the land

under reference.

13) The Security deposit paid by the applicant at 'NAINA' (Rs.1,52,000/- vide receipt no.440773 dtd. 09-11-2015 and transfer to MSRDC-SPA) and the additional deposit paid at 'MSRDC' (Rs. 7,800/- vide receipt no.465 dtd. 14-07-2017) for the excess built up area proposed in the revised Commencement Certificate, the total amounting is Rs.1,59,800/- shall be forfeited either in whole or in part at the absolute discretion of the Authority for breach of any of the conditions stipulated in this revised commencement Certificate. Such

forfeiture shall be without prejudice to any other remedy or right to the Authority.

14) Neither the granting of this permission nor the approval of the drawings and specification, nor the inspection made by the officials during the development shall in any way relieve second and the inspection made by the officials during the development or any licensed technical according with the requirement of all applicable Acts/Rules/Regulations. The Applicant second with the requirement of all applicable Acts/Rules/Regulations. The Applicant permission has been granted at any reasonable time for the purpose of enforcing these permissions. The responsibility of authenticity of the documents vests with Acts/Rules/Regulations. The responsibility of authenticity of the documents vests with

Applicant and his appointed licensed Architect/Engineer.

Applicant/ Developer shall restrict the built up area statement as mentioned in the approved plan attached to this revised commencement certificate.

The Applicant/Developer is required to provide a solid waste disposal unit for non-bio degredable & bio-degradable waste separately, of sufficient capacity, at a location of the Municipal sweepers, to store/dump solid waste etc.

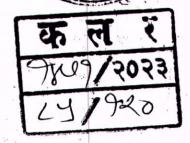
in accordance with the Regulation No. 35 of the Standardised Development

Con

Control and Promotion Regulations for Regional Plans in Maharashtra dtd.21.11.2013 as amended from time to time.

- 18) The Applicant/Developer shall not change the use, alter/amended the building plans, sub-divide or amalgamate the plots etc. without obtaining prior approvals from the Authority.
- 19) This revised Commencement Certificate is based on the documents submitted by the Applicant / Developer. This revised Commencement Certificate doesn't absolve the applicant any legal matter pending against him. The Authority shall not be held liable for any legal matter that may arise in future and the Applicant / Developer is solely responsible for settling for the same.
- 20) The Applicant/Developer shall get the approved layout demarcated on the site by the land record department. The measurement plan shall be certified by the Dy. S.L.R, concerned. The demarcation of approved layout on the site shall be carried out without altering the dimensions and area of the roads, open space or other reservations. The demarcated layout measurement plan certified by Dy. S.L.R shall be submitted before applying for Plinth Completion Certificate.
- 21) The internal roads within this approved layout and those connecting to adjacent plots shall form part of Public Street. The applicant/developer shall develop and maintain the same at his own cost till such time the Authority invokes the Reg. No. 13 2.3.3 of Standardised Development Control and Promotion Regulations for Regional Plans in Maharashtra sanctioned vide TPS-1812/157/CR71/12/REC No: 34/12/RP/UD-13 dtd. 21.11.2013. The applicant shall not restrain the public from using it. If the need arise the applicant/developer shall handover the land required for road widening/any other improvements in the transportation network proposed by MSRDC SPA during the preparation of its development plan, at free of cost without claiming any compensation, in lieu thereof.
- 22) The Applicant/ Developer have to approach the Authority and obtain Plinth Completion Certificate as per the Reg. No 7.3, in the format as prescribed in Standardised Development Control and Promotion Regulations for Regional Plans in Maharashtra sanctioned vide TPS-1812/157/CR71/12/REC No:34/12/RP/UD-13 dtd.21.11.2013 as amended from time to time.
- 23) The Applicant/Developer shall ensure permanent potable water and permanent power connection to the consumer / occupier of tenements / units for perpetuity. The occupancy certificate will be granted only after verifying the provision of permanent potable water and permanent power connection to the occupiers.
- 24) The Applicant/Developer shall provide at his own cost, the Infrastructural facilities (Such as Internal Access, channelization of water, arrangements of drinking water, arrangements for commutation, disposal of sludge and sewage, arrangement of collection of solid waste etc.) within the plot, before applying for Occupancy Certificate. Occupancy Certificate will be granted only after all these arrangements are made up to the satisfaction of the Authority.

25) Every plot of land shall have at least 1 tree for every 100 Sq. m or part thereof, of the plot area, where the number of existing trees in the plot is less than the abstraction standards; additional number of new trees shall be planted.



- 26) The Applicant/Developer shall pay all the dues before seeking Occupancy Certificate.
- 27) No new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until Occupancy Certificate is granted by the Authority. If the Occupancy in the building is reported before grant of Occupancy Certificate, the security deposit of the said building shall be forfeited, and the Authority may impose/levy penalty, as may be determined, to regulate such occupancies.
- 28) The right of way, which is registered, taken from the adjacent land owners should always be kept accessible, and if required entry to adjoining Gut/Survey numbers, should be allowed through it.
- 29) The Applicant /Developer shall submit remarks from M.S.E.D.C.L for the size & location of Meter room below staircase before granting the Plinth C.C to any building.
- 30) The Applicant/Developer shall provide Mechanical light & ventilation system for light & ventilation deficiency in staircase lobby & passage.
- 31) The F.S.I consumed in the present revised 'Commencement Certificate' is 0.617. The applicant shall not construct any additional structure which otherwise is not included in this proposal. Further, the applicant/developer may approach this Authority for additional construction to consume remaining permissible F.S.I only after the discrepancy in the area of 7/12 extract and D.I.L.R measurement map is resolved.
- 32) Land bearing S.No. 24/1 is having existing dilapidated structure which needs to be demolished before applying for Plinth Checking Certificate.
- 33) The conditions Stipulated by various Authorities, while granting NOC's regarding this development proposal should be strictly adhered to.

Failure to comp'v with above conditions would result in revocation of this revised commencement certificate.

Your's, SPA, MSRDC Ltd.

ice no. 12, Mahavir Center, Sec 17, Vashi, Navi Mumbai 400705.

APADIStrict Collector,

Collector Office, Revenue Dept, Near Hirakot Lake, Alibag Dist-Raigad 402201.

y. Superintendent of Land records

ahsildar office compound (Khalapur), Tal - Khalapur, Dist - Raigad.

ssisman Engineer, M.S.E.D.Co.Ltd. & M.Subdivision, Panvel II, At-Bhingari, Tal-Panvel, Dist - Raigad 410 206.

Executive Engineer, M.S.E.T.Co.Ltd.

EHV (O&M) Division, Takka Colony, Panvel Dist. - Raigad 410206.

Group Grampanchayat Wasambe, Mohapada, Tal - Khalapur, Dist - Raigad 410222.



### CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

"NIRMAL", 2nd Floor, Nariman Point,

Mumbal - 400 021.

PHONE: (Reception) +91-22-6650 0900 / 6650 0928

: +91-22-2202 2509 / 6650 0933

Ref. No.

HEAD OFFICE :

CIDCO Bhavan, CBD-Belapur, Navi Mumbai - 400 614.

PHONE: +91-22-6791 8100

: 00-91-22-6791 8166

Date:

CIDCO/NAINA/Khalapur/Rees/BP-12/CC/2015/2/104

9/11/2015

Τo,

M/s Choice Buildcon Pvt Ltd through Director Deepak Karia, 117/118, 1st Floor, Central Facility Building-1, APMC Market-1, Mudi Bazar, Sector-19, Vashi-Navi Mumbai. Pin- 400703.

Development permission for proposed Residential Building on land bearing Sub: S.No.22/2 and S No. 24/1 at Village- Ress, Taluka-Khalapur, Dist-Raigad.

Ref.:

Application of M/s.Choice Buildcon Pvt.Ltd. through his appointed architect dated.9/4/2013.

NA permission granted for S No 24/1 by Tahasildar Office Panyel vide no क्रमांक: बिनशेती/ कात-३/९९८६/प्रक्र/१६/९१ दिनाक: २०/७७/१९७

NA permission granted for S No.-22/2 by Tahasildar Office Panve no. क्र.मशा/एलएँग्नए/१/एस.आरे./३९५/९४, दिनांक रेंगेंटे१/१९९५

District collector office vides NA Revalidation Letteा क्रमांक मशा/ एल.एन.एन.१० (ब)/ २२२७२९/ २०१३, दिनांक २७/०२/२०१३

7/12 Extract for S.No. 24/1 and S.No. 22/2

Measurement map (Temporary Binsheti) for S.No.24/1 issued by Land Record Office bearing क्रमांक: बिनशेती/अतितातडी/मोरन/२४२/२/८/२०१४. दिनांक 85/88/2088

Measurement map (Temporary Binsheti) for S.No.22/2 issued by Land Record Office bearing क्रमांक:बिनशेती/अतितातडी/मोरन्ध १९/११/२०१४.

Measurement map (Final Binsheti) for S.No.22/2 (c) Office bearing क्रमांक/भूमापन/अतितातडी/बिनशेती/मो ०६/८/२०१४, ०७/०८/२०१४ व १५/१२/२०१४.

Measurement map (Final Binsheti) for S.No.24/1 (d) Office bearing क्रमांक/भूमापन/अतितातडी/बिनशेती/मोरने ०६/८/२०१४, ०७/०८/२०१४ व १५/१२/२०१४.

Our office vide letter No CIDCO/ NAINA/ Khalapi 6 (a) 892 to Deputy Superintendent of Land Records dated (b)

Our office vide letter CIDCO/ NAINA/ Khalapur/ Res/ to Deputy Superintendent of Land Records dated 2

NAINA OFFICE: Tower No. 10, 3rd Floor, Belapur Railway Station Complex, Sec. 10, CBD E Contact No.: Landline 022 61365200 / 233, Fax: 022 6136529

- (c) Deputy Superintendent of Land Records letter क्र/भूमापन/स.नं.२२/२ व २४/१/क्षे.दु./ २०१५/ ८०७/ खालापूर दिनांक १३/०४/२०१५.
- (d) Our office vide letter CIDCO/ NAINA/ Khalapur/ Rees/ BP-12/ 2015/ 670 to Deputy Superintendent of Land Records dated 19/06/2015.
- Application of M/s.Choice Buildcon Pvt.Ltd. dated 14/01/2015 and 06/10/2015
- 8 High Court Advocate letter No. Ref-RDT/NOT/No.28/2015 dated 08/05/2015
- 9 Letter of Assistant Engineer, M.S.E.D.Co Ltd, Panvel (II) Sb / Divn. No: AE/PNL (II)/Tech/ 5207 dated 7/12/2013 regarding NOC for giving power supply
- NOC issued by Grampanchayat dated 18/12/2013 regarding provision of potable water supply.
- NOC issued by MSETC Ref.No:-EE/EHV(O&M)/Dn/PNL/T-34/0119 for construction near EHV Lines.
- 12 NOC issued by Irrigation Department, Raigad bearing जा.क्र.रापावि/प्रशा-१/७५७७/२०१३, दिनांक २२/११/२०१३. ,Irrigation layout Plan संकेत क्र.२८५७९.
- NOC issued by Airports Authority of India, vide letter No.BT-1/NOC/MUM/12/ NM/NOCAS/736, dated 17/1/2013.
- Development charges of Rs 32,74,000 paid vide receipt No. 440771, dated 9/11/2015.
- Memorandum of Association & Articles of Association of Choice Buildcon Put Ltd No.U 45200 MH 2002 PTC 137429 dated 3/12/2002.

With reference to your application No. Nil through your appointed architect, dated 9/4/2013, for grant of Commencement Certificate under Section 44 of the Maharashtra Regional and Town Planning Act, 1966 (Mah. XXXVII of 1966), to carry out development work. Building on land bearing Survey No. 22/2 and Survey No. 24/1 at Village-Ress, Taluka-Khalapur, Dist-Raigad., the Commencement Certificate, vide letter No. CIDCO/NAINA/Khalapur/Rees/BP-12/CC/2015/\*\*10\(\mathbf{L}\) dated \(\mathbf{L}\). \(\mathbf{L}\). \(\mathbf{L}\) 2015, \(\alpha\) as a required under section 45 of the Maharashtra Regional and Town Planning Act, 1966 is enclosed herewith.

Yours faithfully,

3/11/12

(Mithilesh J.Patil)
Associate Planner (NAINA), CIDCO

Architect Rajesh R.C.
1-13 Mahavir Centre,
Sector-17, Vashi,
Arrivi Mumbai-400705

The District Collector,
Office of the Collector, Revenue Dept,
Near Hirakot Lake, Alibag,
Ship Raighd 402201

OFFICE: SHOP NO.22, GROUND FLOOR, KALPATARU COMPLEX, PLOT NO.51, SECTOR NO.9, KHANDA COLONY, TAL- PANVEL - 410206.

Date: - 25/03/2021

### TITLE CUM SEARCH REPORT

### SCHEDULE OF PROPERTY AT-REES, TAL-KHALAPUR, DIST-RAIGAD

Village	Survey No.	Hissa No.	Area {H.R.Sq.m}	Assessment Rs.ps
Rees	22	2	0-56-10	561.00
	24	1	0-50-9	509.00

Herein after referred to as "Above Mention Survey That is to say -On the North by On the South by On the East by On the West by ---- On Record THIS IS TO CERTIFY THAT I have investigate M/s. Choice Buildcon LLP Through its Director Karia, his Office at - Rees, Tal-Khalapur, Dist-Ra

ADVOCATE HIGH COURT, B.A. LLB

OFFICE: SHOP NO.22, GROUND FLOOR, KALPATARU COMPLEX, PLOT NO.51,SECTOR NO.9,KHANDA COLONY, TAL- PANVEL - 410206.

## I have perused the following documents in respect of the abovementioned property:

- 1. I perused the copy of the 7/12 Extract.
- 2. I perused the copy of the 6 Extract.
- 3. I perused the copy of the development permission by cidco
- 4. I perused the copy of the Commencement Certificate by cidco

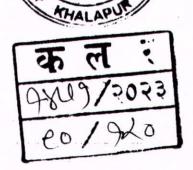
### REVENUE RECORD AND TRANSACTION

I perused the Copy of **MUTATION ENTRY No. 34** at Talathi Saza Rees. The said mutation entry that when I tried to go through this entry I learnt that the said extract was no t available in the office of talathi Rees that is way he issued a letter in respect of non availabity Of the said extract dated 16/04/2014

I perused the Copy of **MUTATION ENTRY No.197** dated 15/07/1935 at Talathi Saza Rees The said mutation entry that (i) Smt. Radhabai Narayan Mande (ii) Shri. Shankar Narayan Mande sold the agricultural land bearing survey with Hissa Nos. 23/0,24/1,28/2,41/1,42/2, To Shri Trimbak Damodar Soman For the consideration price of Rs. 50.00 by the Sale

man For the consideration price of Rs. 50.00 by the Sale

d the Copy of **MUTATION ENTRY No.831** dated 966 at Talathi Saza Rees Shri. Trimbak Damodar



OFFICE: SHOP NO.22, GROUND FLOOR, KALPATARU COMPLEX, PLOT NO.51, SECTOR NO.9, KHANDA COLONY, TAL- PANVEL - 410206.

Soman who died on Dtd 3/12/1966 the Legal hiers mentioned in record and the name of Legal hiers of Shri. Trimbak Damodar Soman as follow:-

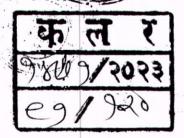
Sr. No	Name	Relation
1.)	Mr. Krishnaji Trimbak Soman	Son
2)	Mr. Vinayak Trimabak Soman	Son
3)	Mr. Madhukar Trimabak Soman	Son
4)	Mr. Shashikumar Trimabak	Son
	Soman	
5).	Smt. Umabai Trimabak Soman	Wife
6)	Smt. Indubai Dattatrey Athavale	Daughter
7)	Smt. Latabai Sadashiv Paranjpe	Daughter
8)	Smt. Sulabha Keshav Bhave	Daughter
9)	Smt. Chhaya Dattatrey Karanjikar	Daughter
10)	Smt. Shashikala Vitthal Gogage	Daughter
11)	Smt. Shubhangi Mahesh Joshi	Daughter

Shri Kridhnaji TrimbaK Soman is the Karta of Hindu Undivided Family

I perused the Copy of MUTATION ENTRY No. 1724 dated 2810/1986 at Talathi Saza Rees Shri. Vishwas Dhondo Joglekar who died Prior to this Mutation entry .the L mentioned in record and the name of Legal h

Vishwas Dhondo Joglekar as follow:-

Sr. No	Name
1)	Smt. Kshma Vishwas Joglekar
2)	Miss Dipti Vishwas Joglekar





ADVOCATE HIGH COURT, B.A. LLB

OFFICE: SHOP NO.22, GROUND FLOOR, KALPATARU COMPLEX, PLOT NO.51,SECTOR NO.9,KHANDA COLONY, TAL- PANVEL - 410206.

3)	Miss Hemangi Vishwas Joglekar	Daughter
4)	Master Nikhil Vishwas Joglekar	Son

This Mutaition Entry Certified on 13/11/1986

I perused the Copy of MUTATION ENTRY No. 2382 dated 01/02/1993 at Talathi Saza Rees The Said Mutation entry that smt. Kshma Vishwas Joglekar applied to the Sub Divisional Officer Panvel in Order to get the Agricultural Land Bearing Survey with Hissa No 24/1 Converted into Non Agriculture. The Permission was granted for the use of residential puropose by N.A. Order N Binsheti/Kat/12148/LNA/SR/78/90 Dtd. 15/01/1991 The effected of Non Agriculter was given o 7/12 extract of survey with Hissa No. 24/1

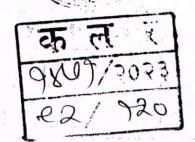
This Mutaition Entry Certified on 13/11/1986

I perused the Copy of MUTATION ENTRY No. 2846 dated 15/05/1999 at Talathi Saza Rees The Said Mutation entry that 1)Smt. Kshma Vishwas Joglekar 2) Miss. Dipti Vishwas Joglekar 3) Miss Hemangi Vishwas Joglekar 4) Shri. Nikhil Vishwas Joglekar Power attorney holder for 1 to 3 sold the agricultural land bearing survey with Hissa No.24/1 to shri

Kanadas Galani for the consideration price of Rs.

10.0000/- by the Sale Deed Dated 05/05/1999.

the Copy of MUTATION ENTRY No. 3364 dated 03/2008 at Talathi Saza Rees the said mutation entry that







ADVOCATE HIGH COURT, B.A. LLB

OFFICE: SHOP NO.22, GROUND FLOOR, KALPATARU COMPLEX, PLOT NO.51, SECTOR NO.9, KHANDA COLONY, TAL- PANVEL - 410206.

in the column of the other right as the charge of Shri. Keshav Govind Karve became Ineffective, the said entry was removed by Order No Hakka Nond/Kat/4/a/20/2008 datd 13/03/2008 of tahasildar Khalapur.

This Mutaition Entry Certified on 29/04/2008

I perused the Copy of MUTATION ENTRY No. 3435 dated 31/07/2008 at Talathi Saza Rees Sale Deed Execute Between Mr. Gopal Kandas Gailani . as a seller/Vendor and M/s. Choice Bildcon Pvt.Ltd. Through Its Director Shri Deepak Valji Karia a Purchaser Resident the said Agreement to sale deed for the consideration price of Rs. 28,00,000/ by the saled deed Dated 27/06/2008, has been registered at the office of sub registrar Assurance Khalapur-Document No.2285/2008 which are as follows Survey No.24 Hissa No.1

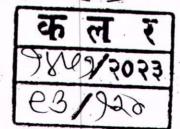
This Mutaition Entry Certified on 28/08/2008

I perused the Copy of MUTATION ENTRY No. 4012 dated 10/04/2016 at Talathi Saza Rees The name of the Owner i.e. The name of M/s. Choice Buildcon Pvt. Ltd. Has been changed by publishing in the Government Gazette published from 01/01/2016 to 22/02/2016 the Changed name is Choice

Buildcon LLP in respect of N.A. pieces of land bearing with Hissa Nos 22/2 and 24/1 This mutation entry effected by the letter from Tahasildar Khalagur ville outward No. MASHA/HAKKANOND/1274/2340

22/02/2016







ADVOCATE HIGH COURT, B.A. LLB

OFFICE: SHOP NO.22, GROUND FLOOR, KALPATARU COMPLEX, PLOT NO.51,SECTOR NO.9,KHANDA COLONY, TAL- PANVEL - 410206.

I perused the Copy of **MUTATION ENTRY No. 4102** dated 30/05/2017 at Talathi Saza Rees Mortgage Deed Execute Between M/s. Choice Bildcon Pvt.Ltd. Through Its Director Shri Deepak Valji Karia. as a Frist Part and Bank Of India – Koparkhairne as a second part Mortgage of Above mention property For the Amount Rs. 7,50,00,000/- has been registered at the office of sub registrar Assurance Khalapur-Document No.413/2017 Dtd 13/02/2017 which are as follows Survey No.24 Hissa No.1 And 22/1

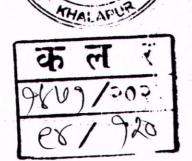
This Mutaition Entry Certified on 13/07/2017

I perused the Copy of MUTATION ENTRY No. 4054, 4146, 4103, 4128, 4129,4145,4151 at Talathi Saza Rees. The said mutation entry Provided by Maharashtra Government for edit Reedit (Correction Computerized 7/12 extract) So not available in the office of talathi Rees that is way he issued a letter in respect of non-availabity Of the said extract dated 21/03/2019

I perused the Copy of **Sale Deed** of N.A Land bearing Survey With hissa No. 22/2 reflects the above cited sale Deed in respect of N.a. Land Bearing survey with Hissa No. 22/2, situate, Lying and Being at Rees, Taluka Khalapur, District Raigad that M/s Choice Buildcon Pvt. Ltd. Trough Its Director

Deepak Valji Karia Purchased the afore-said Non College Land From M/s. Techno Product (Bombay) Pvt. And Shri. Gopal Kandas Gallani (Land Owner) And Shri.

Mistry (Developer-confirming Party) for the consideration



ADVOCATE HIGH COURT, B.A. LLB

OFFICE: SHOP NO.22, GROUND FLOOR, KALPATARU COMPLEX, PLOT NO.51, SECTOR NO.9, KHANDA COLONY, TAL- PANVEL - 410206.

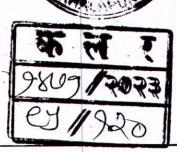
price of Rs. 40,00,000/- (Rupees Forty Lac Only) The Sale Deed Was Registered In the Office of the Sub Registrar, Khalapur, District Raigad dated 28/10/2013 vide the registration No.4288/2013

I perused the Copy of **N.A. Permission** that Smt. Shri. Hiru Ladku Parange and others applied to the Collector of Raigad Alibag Dated 14/01/1994 in order to get the Property bearing Survey With Hissa No. 22/2 converted into Non Agriculture The Collector of Raigad Alibag Converted the said Agriculture land Into Non Agriculture date 04/01/1995 vide its order No. MASHA/LNA/1/S.R/395/94

MASHA/LNA/1/S.R/395/94

I perused the Copy of **Development permission** that City And Industrial Development Corporation of Maharashtra has granted Development Permission dated 09/11/2015 for development on N.A. land bearing Survey With Hissa Nos. 22/2, and 24/1 Vide its permission No. CIDCO/NAINA/KHALAPUR/REES/BP-12/CC/2015/2014 by referring various permission and required documents for sanction of Development Permission

I perused the Copy of **COMMENCEMENT CERTIFIC**City And Industrial Development Corporation of the has granted Commencement Certificate dated. Vide its permission No. CIDCO/NAINA/KHALAPUTA 12/CC/2015/2014 by referring various permis required documents.





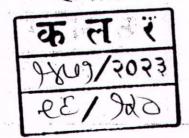
OFFICE: SHOP NO.22, GROUND FLOOR, KALPATARU COMPLEX, PLOT NO.51,SECTOR NO.9, KHANDA COLONY, TAL- PANVEL - 410206.

In respect of the above referred property in the Sub-Registrar Karjat, Khalapur & Concerned Revenue Authority through search clerk Mr. Nitin Kadam since year 1992 to 2021, I have gone through the available Index-II out of which some were either missing or torn and some were not so visible and on the basis of available information in the Sub Registrar office Karjat & Khalapur, I hereby submit my report which is as under:-

## 1992 to 2021 (30 years) Search at Sub-Registrars Office,

Karjat&khalapur	
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YEAR	TRANSACTION	ENTRY
1992	Register torn Condition	Nil ·
1993	Register torn Condition	Nil
1994	Register torn Condition	Nil
1995	Register torn Condition	Nil
1996	Register torn Condition	Nil
1997	Register torn Condition	Nil
1998	Register torn Condition	Nil
1999	Register torn Condition	Nil
2000 •	Register torn Condition	Nil
2001	Available Index are checked	Nil
200	Available Index are checked	Nil
2000	Available Index are checked	Nil
2004	Available Index are checked	Nil
2005	Available Index are checked	Nil

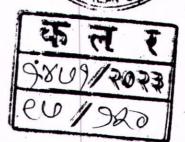




OFFICE: SHOP NO.22, GROUND FLOOR, KALPATARU COMPLEX, PLOT NO.51, SECTOR NO.9, KHANDA COLONY, TAL- PANVEL - 410206.

2006	Available Index are checked	Nil
2007	Available Index are checked	Nil
2008	Sale Deed Execute Between Mr. Gopal	Yes
* W	Kandas Gailani . as a seller/Vendor and	
	M/s. Choice Bildcon Pvt.Ltd. Through Its	
	Director Shri Deepak Valji Karia a Purchaser	
	Resident the said Agreement to sale deed for	
	the consideration price of Rs. 28,00,000/ by	
	the saled deed Dated 27/06/2008, has been	
	registered at the office of sub registrar	
	Assurance Khalapur-Document	
	No.2285/2008 which are as follows Survey	
	No.24 Hissa No.1	
2009	Available Index are checked	Nil
2010	Available Index are checked	Nil
2011	Available Index are checked	Nil
2012	Available Index are checked	Nil
2013	Sale Deed of N.A Land bearing Survey With	Yes
	hissa No. 22/2 reflects the above cited sale	
	Deed in respect of N.a. Land Bearing survey	
	with Hissa No. 22/2, situate, Lying and	1 1
	Being at Rees, Taluka Khalapur, District	
	Raigad that M/s Choice Buildcon Pvt. Ltd.	HE SU
	Trough Its Director Shrei Deepak Valji Kaora	I IMM
	Purchased the afore-said Non Agricultural	13/4 000
	Land From M/s. Techno Product (Hombay)	には はい
	Pvt. Ltd. And Shri. Gopal Kandas Gallani	133 /3/
	(Land Owner) And Shri. S.K.Mistry	नाम समा
4		We ment the

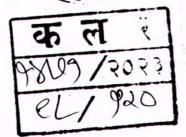




OFFICE: SHOP NO.22, GROUND FLOOR, KALPATARU COMPLEX, PLOT NO.51,SECTOR NO.9,KHANDA COLONY, TAL- PANVEL - 410206.

	(Developer-confirming Party) for the	POLICE MALE
	consideration price of Rs. 40,00,000/-	
	(Rupees Forty Lac Only) The Sale Deed Was	
	Registered In the Office of the Sub Registrar,	
	Khalapur, District Raigad dated 28/10/2013	
	vide the registration No.4288/2013	
2014	Available Index are checked	Nil
2015	Available Index are checked	Nil
2016	Available Index are checked	Nil
2017	Rees Mortgage Deed Execute Between M/s.	Yes
	Choice Bildcon Pvt.Ltd. Through Its Director	1
	Shri Deepak Valji Karia. as a Frist Part and	
	Bank Of India - Koparkhairne as a second	
	part Mortgage of Above mention property For	2
	the Amount Rs. 7,50,00,000/- has been	
	registered at the office of sub registrar	
	Assurance Khalapur-Document	
	No.413/2017 Dtd 13/02/2017 which are as	
	follows Survey No.24 Hissa No.1 And 22/1	
	(a) 19 (b)	
2018	Available Index are checked	Nil
2019	Available Index are checked	Nil ·
2020	Available Index are checked	Nil
2021	Available Index are checked	Nil







OFFICE: SHOP NO.22, GROUND FLOOR, KALPATARU COMPLEX, PLOT NO.51, SECTOR NO.9, KHANDA COLONY, TAL- PANVEL - 410206.

I have gone through the above papers and original documents of title relating to the said land and certify that the title of of M/s. Choice Buildcon LLP Through its Director Mr. Deepak Karia in respect of the said above mentioned Non Agriculture land is clear, marketable and free from all encumbrances of any nature whatsoever.

Dated this 25 day of March 2021

Yours Truly,

e High Court

Encl:-

1) 7/12 Extract and Mutation Entries of above mentioned land



No.MSRDC/SPA/Rees/Khalapur/BP-26/OC/2018/736

Date: 04/08/2018

### "Occupancy Certificate"

To,

M/s. Choice Buildcon LLP.

1402, Bhumiraj Costarica, Plot no. 1&2,

Sector 18, Sanpada, Navi Mumbai – 400 705.





Maharashtra State Road Development Corpn. Ltd. (A Government of Maharashtra Undertaking)

Sub: Grant of Occupancy Certificate for Residential Buildings (Bldg No 03 & 04) on Survey No 22/2 & 24/1, Village – Rees, Tal – Khalapur, Dist. – Raigad.

With reference to your Application dated 09/04/2018 received on 10/04/2018. The development work on land bearing Revenue Survey No. 22/2 & 24/1, Village - Rees, Tal. Khalapur, Dist. Raigad (For building no. 3 & 4, for residential purpose) completed under the supervision of Ar. Rajesh R.C. (Architect) License No (CA/86/9671) may be occupied on the following conditions-

#### **Conditions:**

- 1. This Occupancy Certificate shall not entitle the applicant to occupy the building for which this Certificate is not meant for.
- 2. The provisions in the proposal which are not confirming to applicable Development Control Regulations and other acts are deemed to be not approved.
- 3. This Occupancy shall be deemed to be cancelled, if there is any materialistic change made in the building without prior consent of the approving Authority. Further, this Occupancy shall stand cancelled; if the building is put to use for the purposes other than it is intended for.
- 4. This Occupancy Certificate is issued under the provisions of MR & TP Act, 1966 and as per the Regulation No. 7.6 applicable to Standardised Development Control and Promotion Regulations for Regional Plans in Maharachtra sanctioned vide GR No: TPS-1812/157/CR71/12/REC No:34/12/RP/UD-13 dtd.21.11.2013 as amended from time to time & the Development Control Regulations applicable for Mumbai Metropolitan Region sanctioned under Government Notification Urban Development Department No. TPS-1297/1094/CR-116/97/UD-12 dtd. 23.09.1999 which are applicable to land under reference.
- This Occupancy is granted based on the revised Commencement Certificate issued by MSRDC under reference no. MSRDC/SPA/Rees/Khalapur/BP-26/CC/2017/722 on dtd.15/07/2017 and the Applicant shall strictly adhere to conditions stipulated in it.

6. The Applicant/Developer shall restrict to the built up area of (Building no. 3 & 4) as mentioned in the approved plan attached the Certificate.

7. All the conditions stipulated by various agencies in their No Objective while granting Commencement Certificate, shall be strictly adher complied with before occupying the premises under reference.

8. That the conditions of the Indemnity Bonds shall be adhered to

9. The applicant shall provide at his own cost, all the infrastructural factories spanned drawings, such as roads and internal access, channelization of water, arrangements of drinking water, arrangements for commutation, dreposal of sullage

Project Office: Special Planning Authority Expressway Smartcity Project - 1 Office No. Sector - 1, MBP Mahape, Navi Mumbai - 400 710. Tel. No.: 022-27782

Regd. Office: Nepean Sea Road, Besides Priyadarshini Park, Mun Website: www.msrdc.org, CIN: U45200MH1996SC

G19556

920

and sewage, arrangement for collection of solid waste etc. within the plot, of such standards (i.e. standards relating to design, material or specifications) as stipulated by the respective Authorities.

- 10. The applicant shall not change the use, alter/amend the building plans, sub-divide or amalgamate the plot etc. without obtaining prior approvals from the MSRDC -SPA.
- 11. The responsibility of authenticity of the documents vests with the Applicant and his appointed licensed Architect. The Authority shall not be held liable for any legal matter that may be pending present or arise in future and the Applicant / Developer is solely responsible for settling for the same at his own cost.
- 12. This Occupancy permission is liable to be revoked by the MSRDC, as per the Reg. no. 10.2 of Standardised Development Control and Promotion Regulations for Regional Plans in Maharashtra sanctioned vide TPS-1812/157/CR71/12/REC No: 34/12/RP/UD-13 dtd.21.11.2013 as amended from time to time, if there is any false statement or any misrepresentation of material facts.
- 13. The location & area of Recreational Open Space shall not be altered in any case after issuance of this Occupancy and same shall be developed by Applicant.
- 14. The Penalty/compounding charges amounting to Rs. 6,26,000/- (Rupees Six lakh, Twenty Six thousand only) is received vide receipt no.1035 dated 04/08/2018. The Applicant/Developer shall pay balance compounding charges if any for unauthorised construction work of area 430.845 Sq.Mts, as and when the Authority demands and finalises these charges without any delay. The undertaking submitted in this regard shall prevail.
- 15. Any statutory taxes due to be paid, shall be paid by the applicant as and when this Authority issues such notices

A Set of certified completion Plans as amended in Green colour (1 Set - 06 Nos. drawings) for building 03 & 04 up to Ground + 4th Floors are enclosed herewith.

Office No. 022 27782900

Office Stamp

Copy to:

Ar. Rajesh R. C.

OF THE S. R. D. Y. S. R. D. Y. S. R. D.

Dy. Chief Planner/ MSRDC Ltd.,SPA, Mahape.

Office no.12, MahavirCener, Sec 17, Vashi, Navi Mumbai, 400 705.

. The Bistor Connector, Raigad

Hirakat Lake, Alibag. Dist. Raigad 402 201.

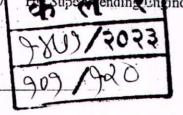
Land Records, Talsildar office compound, Tal. Khalapur,

Asst. Instance, MS CL, O & M subdivision, Panvei II, at Bhingari, Tal. Panvel, Dist.

5. The Executive Engineer, MSETCL, EHV(O&M) Division, Takka colony, Panvel, Dist.

6. The Sarganch, Group Grampanchayat Wasambe, Mohapada, Tal. Khalapur, Raigad.

Super lending Engineer, Camp office, MSRDC, Punc.



No.MSRDC/SPA/Rees/Khalapur/BP-26/Part OC/2017/1172\_ Date: 18/12/2017

#### "Part Occupancy Certificate"

Maharashtra State Road Development

Corpn. Ltd.

To,
M/s. Choice Buildcon LLP.
1402, Bhumiraj Costarica, Plot no. 1&2,
Sector 18, Sanpada, Navi Mumbai – 400 705.

Sub: Grant of Part Occupancy Certificate for Residential Buildings (Bldg No 01 & 02) on Survey No 22/1 & 24/1, Village - Rees, Tal - Khalapur, Dist. - Raigad.

The part development work on land bearing Revenue Survey No. 22/2 & 24/1, Village - Rees, Tal. Khalapur, Dist. Raigad (For building no. 1 & 2, for residential purpose) completed under the supervision of Ar. Rajesh R.C. (Architect) License No (CA/86/9671) may be occupied on the following conditions-

#### Conditions:

- This Part Occupancy Certificate shall not entitle the applicant to occupy the building for which this Certificate is not meant for.
- The provisions in the proposal which are not confirming to applicable Development Control Regulations and other acts are deemed to be not approved.
- 3. This Part Occupancy shall be deemed to be cancelled, if there is any materialistic change made in the building without prior consent of the approving Authority. Further, this Occupancy shall stand cancelled; if the building is put to use for the purposes other than it is intended for.
- 4. This Part Occupancy Certificate is issued under the provisions of MR & TP Act, 1966 and as per the Regulation No. 7.7 of Standardised Development Control and Promotion Regulations for Regional Plans in Maharashtra sanctioned vide GR No: TPS-1812/157/CR71/12/REC No:34/12/RP/UD-13 dtd.21.11.2013 as amended from time to time.
- This part Occupancy is granted based on the revised Commencement Certificate issued by MSRDC under reference no. MSRDC/SPA/Rees/Khalapur/BP-26/CC/2017 / 722 on dtd.15/07/2017 and the Applicant shall strictly adhere to conditions stipulated in it.

6. All the conditions stipulated by various agencies in their No objection certificates while granting Commencement Certificate, shall be strictly adherence be complied with before occupying the premises under reference.

 That the conditions of the Indemnity Bonds submitted dtd.24/10/2017 shall be adhered to.

8. The applicant shall provide at his own cost, all the infrastructural facilities sanctioned drawings, such as roads and internal access, drainelization arrangements of drinking water, arrangements for commutation, disposation and sewage, arrangement for collection of solid waste etc. within the plo

tural facilities shown in connelization of water ton, disposal of sullage within the plot, of such

**Project Office** 

: Special Planning Authority Expressway Smartcity Project - 1 Office Sector - 1, MBP Mahape, Navi Mumbai - 400 710. Tel. No. : 76663

Nepean Sea Road, Besides Priyadarshini Park, Murr.bai - 400 03 Telephone No.: 022 - 2368 6112, 2369 6109 / 3671 3673, Fax N Website: www.msrdc.org. CIN: U45200MH1996SGC101586

902/920

Regd. Office

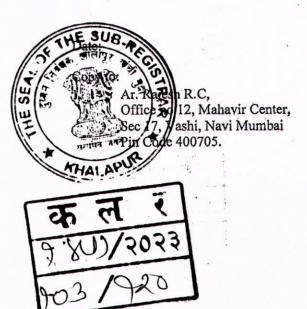
standards (i.e. standards relating to cesign, material or specifications) as stipulated by the respective Authorities before applying for Full Occupancy Certificate.

- The applicant shall not change the use, alter/amend the building plans, sub-divide or amalgamate the plot etc. without obtaining prior approvals from the MSRDC -SPA.
- 10. The responsibility of authenticity of the documents vests with the Applicant and his appointed licensed Architect. The Authority shall not be held liable for any legal matter that may be pending present or arise in future and the Applicant / Developer is solely responsible for settling for the same at his own cost.
- 11. This Part Occupancy permission is liable to be revoked by the MSRDC, as per the Reg. no. 10.2 of Standardised Development Control and Promotion Regulations for Regional Plans in Maharashtra sanctioned vide TPS-1812/157/CR71/12/REC No: 34/12/RP/UD-13 dtd.21.11.2013 as amended from time to time, if there is any false statement or any misrepresentation of material facts.
- 12. The location & area of Recreational Open Space shall not be altered in any case after issuance of this Part Occupancy and same shall be developed by Applicant before applying for Full Occupancy to said scheme.
- 13. The Applicant shall submit a requisite forms through Qualified Building Environment Auditor (QBEA) before applying for Full Occupancy to said scheme.
- 14. It appears that, the condition no. 32 of the revised commencement certificate under reference no. MSRDC/SPA/Rees/Khalapur/BP-26/CC/2017/722 on dtd.15/07/2017 is not complied with and the same has been verified on ground during site visit. Thus, existing Dilapidated structure on Land bearing S.No 24/1 shall be demolished before applying for Full Occupancy to said scheme as per the extension requested by Applicant vide letter dtd. 30/11/2017.
- 15. The following Part Occupancy specific conditions shall be completed by the Applicant before approaching this Authority for Full Occupancy of the said scheme.

   i) Internal Λccess road shall be built as per Sanctioned layout and to be left open for Public Access.
  - ii) Paved areas along the buildings shall be finished as per sanctioned layout.
  - iii) The Recreational Ground spaces shall be developed as per the sanctioned plan.

A Set of certified completion Plans (1 Set - 06 Nos. drawings) for building 01 & 2 up to Ground + 4th Floors are enclosed herewith.

Dy. Chief Planner
MSRDC Ltd.,SPA, Mahape.



75/9713 Saturday, July 07, 2018 12:26 PM

पावती

Original/Duplicate नोंदणी क्रं. :39म Regn.:39M

पावती क्रं.: 11946

दिनांक: 07/07/2018

गावाचे नाव: सानपाडा

दस्तऐवजाचा अनुक्रमांक: टनन3-9713-2018

दस्तऐवजाचा प्रकार : कुलमुखत्यारपत्र

सादर करणाऱ्याचे नाव: कुलमुखत्यार देणार - मे. चॉईज बिल्डको ैंन एल एल पी तर्फे भागीदार दिपक व्ही. करिया

₹. 100.00 रु. 240.00

₹. 340.00

आपणास मूळ दस्त थ्यन्तेल प्रिटेस्ची 11:57 AM ह्या वेळेस मिळेर

ठाणे क्र. ३

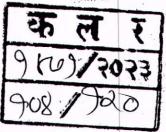
बाजार मुल्य: रु.1 /-मोबदला रु.0/-भरलेले मुद्रांक शुल्क : रु. 500/

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

2) देयकाचा प्रकार: DHC रक्कम: रु.240/-

-, डीडी/धनादेश/पे ऑर्डर क्रमांक: 070720180472 दिनांक: 07/07/2018

पक्षकाराची सही मुळ दस्तऐवज परत मिळाला दु. नि. ठाणे-३



## Department of Stamp & Registration, Maharashtra

### Receipt of Document Handling Charges

PRN

070720180472

Date

07/07/2018

Received from DEEPAK V KARIYA, Mobile number 0222784593, an amount of Rs.240/-, towards Document Handling Charges for the Document to be registered(ISARITA) in the Sub Registrar office Joint S.R.Thane 3 of the District Thane.

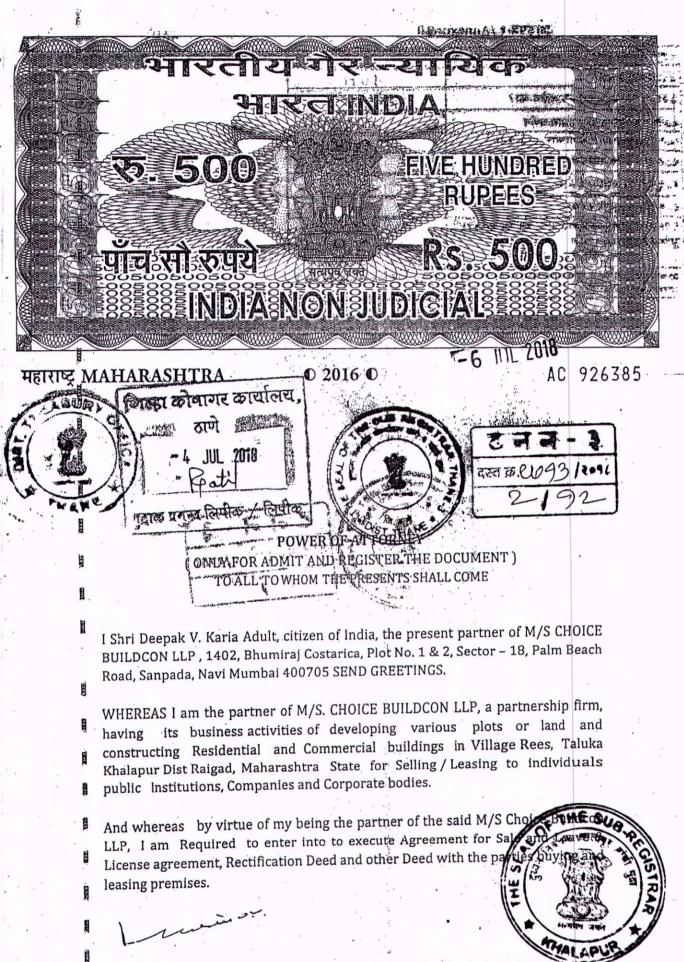
#### Payment Details

Bank Name	манв	Date 07/07/2018		
Bank CIN	10004152018070700439	REF No.	001127765	

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







कलर १८५५/२०२३ १०६/१२० लाडपत्र-१ /Annexure-II

र. मुद्रांक विकी नींद्रचेही अनु. क्रमांक/ दिनोंक 699 ए ह र. दस्ताना प्रकार

वा दस्तानों प्रकार

वा दस्तानों प्रकार

वा दस्तानों करणार आहेत का?

क्ष श्रीक्र कर्ताचे करणार आहेत का?

क्ष श्रीक्र विकत घेणार मने नाव च सही

क्ष हस्ते अरास्यास त्यांचे नाव, पत्ता व स

क्ष हस्ते अरास्यास त्यांचे नाव, पत्ता व स

क्ष हस्ते अरास्यास त्यांचे नाव पत्ता व स

क्ष हस्ते अरास्यास त्यांचे नाव

दः मुद्रांक शुल्क रक्कम

१. परवानाधारक मुद्रांक विकाय / पत्ती

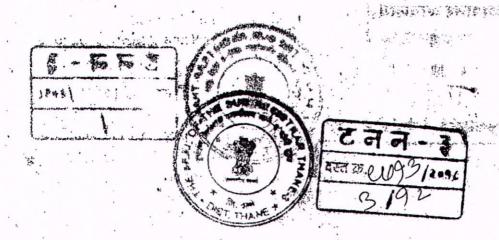
ई.६/१:१, सेक्टर-१, वाशी, नवी मुंबई

सौ. रोह्यमि जार: बिरादार परवाना क. १२०१०२४

क्षा कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासुन ६ महिन्यात बावरणे नेक्नकारक आहे. F6 1111. 2018

h LLP

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analism is never considered to the body of the particle of the con-

AND WHEREAS on account of my being the partner, I am required to be present at the sites and office for financial and administrative functions and therefore unable to present myself before various Government Offices including the sub-Registrar of Assurances for registering the Agreement for Sale, Deed of Assignment, Rectification Deed, Lease agreement, Conveyance Deed and leave & license agreement in respect of Residential and Commercial premises Reservation of parking space FOR PROJECT "CHOICE AMBE SMRUTI" located at Survey no. 22/2 & 24/1, Village Rees, taluka Khalapur, district Raigad for convenience it is necessary that I should appoint an attorney and confer upon him the powers hereinafter stated.

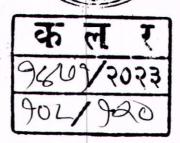
These presents WITNESSETH and I on behalf of M/S CHOICE BUILDCON LLP do hereby nominate, constitute and appoint (1) Shri Sunil Chikane Age 32 years, residing at Room No. 447, Sector – 16, Koperkhairane, Navi Mumbai (2) Shri Shrikrishna Khare Age 59 Years, Residing at Khare Wada, Nr- Panvel Municipal Corporation, V.K. Road, Panvel, Dist. Raigad (3) Shri Bhavin Mahadik , Age 32 Years, Residing at, Opp. Mulund Police station , New Resham House Bldg, Dr. Rajendra Prasad Road, Mulund (W), Mumbai .

The following acts, deeds, matters and things, (that is to saw) for me and my name for M/S. Choice Buildcon LLP to do cause to be done jointly or the ename and any one of them to be my true and lawful attorney.

#### This is to say:

- 1. ON BEHALF OF THE FIRM AND IN NAME OF THE FIRM to appear to act to admit and present Agreement for sale, Leave & License agreement like discation Deed, and other Deed which to be executed by M/s Choice Buildcon LLP through it's Partner in respect of the Flats in the project known as "CHOICE AMBE SMRUTI" in the office of the Sub Registrar and to take all necessary steps as may be necessary for the purpose of Registration of the Agreement, Deeds, and to give statement and admit the execution of the documents before The Sub Registrar.
- 2. ON BEHALF OF THE FIRM AND IN NAME OF THE FIRM to complete the necessary formalities in the Office of Sub Registrar for Registration of the said documents including any addition or alterations in the documents as required of the Registrar and to obtain the original documents from the Office of the Sub Registrar after registration of the Said documents.
- 3. SPECALLY to do all act, matters and things on behalf of the firm and in the name of the Firm and may be necessary for the purpose of any act or things which to be required to do the respect of Said documents for Registration.
- 4. Above power is given to register the documents which must of were Signed by any one partner.





# IN WITNESS WHEREOF I SHRI DEEPAK V. KARIA HAS SET MY HAND AND SEAL THIS DAY OF JULY 200 2012

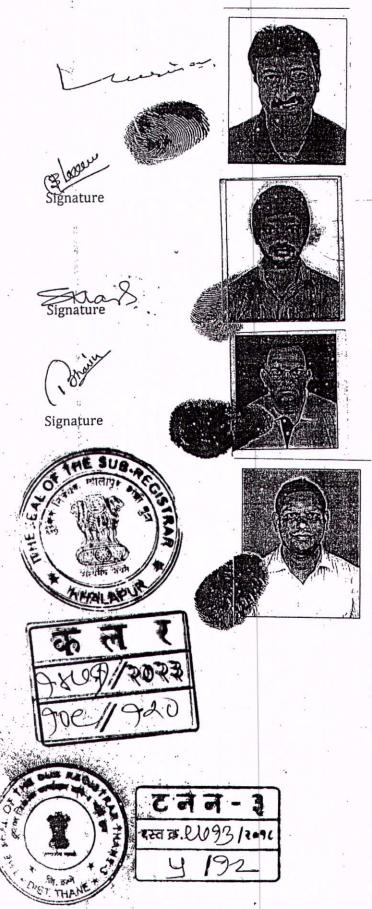
SIGNED SEALED AND DELIVERED BY THE Within named Shri Deepak V. Karia. In the presence of

The Specimen signature of

1. Name: Shri Sunil Chikane

2. Name: Shri Shrikrishna Khare

3. Name: Shri Bhavin Mahadik





Government of India Form GST REG-06 [See Rule 10(1)]

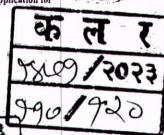
#### Registration Certificate

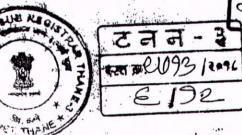
#### Registration Number :27AAKFC3820G1ZM

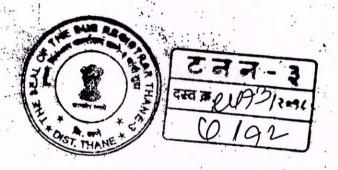
1.	Legal Name	CHOICE BUILDCON LLP				
2.	Trade Name, if any	M/s CHOICE BUILDCON LLP				
3.	Constitution of Business	Partnership				
4.	Address of Principal Place of Business	1402, BHUMIRAJ COSTARICA, PLOT 1-2,SECTOR 18, SANPADA,NAVI MUMBAI, Raigad, Maharashtra, 400705				
5.	Date of Liability	01/07/2017				
6.	Period of Validity	From	01/07/2017	То	NA	
7.	Type of Registration	Regular				
8.	Particulars of Approving Authority					

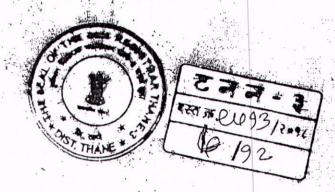
Designation Jurisdictional Office	
Jurisdictional Office	
9. Date of issue of Certificate 21/09/2017	110

This is a system generated digitally signed Registration Certificate issued based on the deemed approval of the application for













I (K) LI PARA I DEPARTATENT

SUNIL RICHIKANE

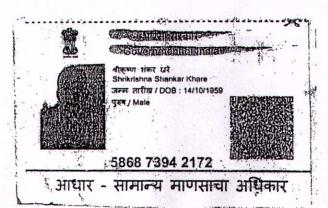
RAGHUNATH BAGHUJI CHIKANE

i05/19/1986 Parishbani Account Number



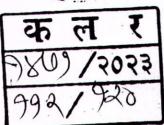






Spal







75/9713 शनिवार,07 जुलै 2018 12:26 म.नं.

दस्त गोषवारा भाग-1

दस्त.क्रमांक: 9713/2

दस्त क्रमांक: टनन3 /9713/2018

बाजार मुल्य: रु. 01/-

मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.500/-

दु. नि. सह. दु. नि. टनन3 यांचे कार्यालयात. अ. क्रं. 9713 वर दि.07-07-2018 रोजी 11:36 म.पू. वा. हजर केला.

पावती:11946

पावती दिनांक: 07/07/2018

सादरेकरणाराचे नाव: कुलमुखत्यार देणार - मे. चॉईज बिल्डका ेंन एल एल पी तर्फे भागीदार दिपक व्ही. करिया -- -

नोंदणी फी

₹. 100.00

दस्त हाताळणी फी

₹. 240.00

पृष्टांची संख्या; 12

दस्त हजर करणाऱ्याची सही:

एकुण: 340.00

Joint Sub Red trar Thane 3

oint Sub Registrar Thane 3

दस्ताचा प्रकार: कुलमुखत्यारपत्र

मुद्रांक शुल्क: a जेव्हा तो प्रर्तिफलार्थ देण्यात आलेला असूने@त्यामुळे कोणतीही स्थावर मालमत्ता विकण्याचा प्राधिकार मिळत

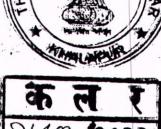
शिक्का कं. 1 07 / 07 / 2018 11 : 36 : 42 AM ची वेळ: (सादरीकरण)

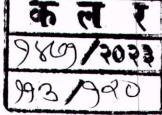
शिक्का कं. 2 07 / 07 / 2018 11 : 37 : 28 AM ची वेळ: (फी)

#### - प्रतिज्ञा पत्र-

परा ट्लाम्बन मोदणी कायदा १९०८ मियम १९६१ अंतर्मत तरतुदीनुसार नोंदणीस दाखल केला आहे. दस्तामधील संपूर्व मजकुर निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेले काजदपत्र दस्ताधी सत्वता कांयदेशीर बाबी साठी खालील निष्पादक व्यक्ती संपुर्णपणे जबायदार आहेत. सरोच सदर हरतांतरण दस्तांनुळे राज्यशासन / केंद्रशासन यांध्या कोमताही कायदा / नियम /परिपत्रक रांचे उल्लंघन होत नाही.

विद्वय दबार राह्य







Laboration 1

Summary-2( 447 गीषवाश भाग - ?)

07/07/2018 12 18:31 PM

दस्त क्रमांक :स्नेत3/9713/2018

दस्याया प्रकार :-केव्यमेलप्तारमञ

निरिडा६ स्रोष्ट उरुोंग प्रकाराचा प्रकार पक्षकाराचे नाव व पत्ता अनु क.

.र्गड नं: -, महाराष्ट्र, ठाणे. .- : म कॉल्ड , है बर्म किन ,र्ण्डिंग्रमिक ,वी उउनमें ,र४४ ,हे मन्हे : ने माळा ने: -, इमारतीने नाव: कम ने नाव:कुलमुखत्यार वेणार - मुनील चिक्जे - -

:प्रकृत में -:ग्रिप्शाह्न लॉक नं: -, रोड नं: -, महाराष्ट्र, राईग़ारूः(ंः). 44:-59 किनम , इरि. में. डि॰ , अवर किनामरामना इम कर्नम ज्ञान, -, माळा नं: -, इमारंतिने नाव: खरे बाहा, - : मं अंतर निरंडा सोह प्रवीप नाव:कुलमुखत्यार येणार - बाळकृष्ण खरे - -

-: 15 HSTP-5

बर्य:-35

32213

८-१गम । प्राव्यात भाग-2

:) कि मि .र्गठ - फ़िलाइन , ब्राप्राइम , - : मं डार , - : मं मॉल्ड , उन ई डांगुम , डार प्रमाप नितिस स्टेशन जवळ, न्यू रेषां हावस विलिंडंग, डॉ. राजेंद्र वय :-32 पता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: मुलुंड निरंडह स्रॉह उर्हों नाव:कुलमुखत्यार घेणार - भावीन महाडिक - -

-, אוריקודו, MAHARASHTRA, ו אוריקודו, האוריקודי - , 2, मेक्स 18, पाल्म बीच रोड, मानपाडा, जुनी मुंबई, -पता:-, -, १४०२, भूमिराज कॉस्टारिका, प्लॉटन, भूज, स्वाधूरी - -- ाष्ट्रीक .हि॰ कपड़ी ट्राइतिम केंह फि नाव:कुलमुखत्यार देणार - मे. बोईज विल्डक्रेंत पूर्वाएक कुलमुखत्यार देणार

MS 00 50: S1 810S \ 70 \ 70:∞f f= E.帝 頂郎 वरील दस्तऐवज करन देणार तथाकथीत कुस्रमुखत्यात्पत्र

धानील इसम असे निवेदीत करतात की वें दस्तिष्वण करने देशा स्थानी

पक्षकाराचे नाव व पता

अंगठ्याचा ठसा खावाचित्र

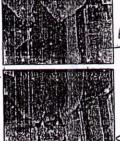
अंगठयाचा ठसा

ह्मामाध

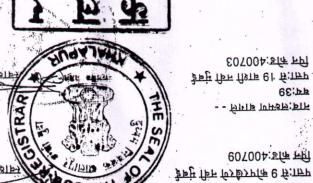
इस्त क्रमाक:9713/2018











607004:इकि मिर्ग डेब्ध् किम शिशक श में:किप वद:39 नावः अक्ष्मण बागल --

607004:इकि त्त्री

भन नवरः Government.

- - रेम्क धुरेश कबरे - -

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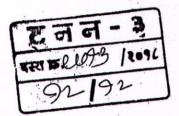
EPayment Details.

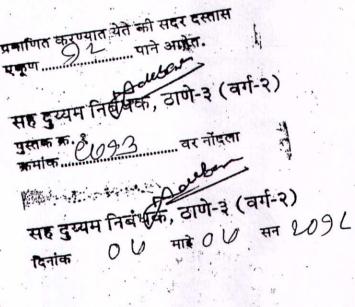
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ere the interest



ायकर विभाग

INCOME TAX DEPARTMENT

High arrange GOVE OF INDIA

SUDHAKAR SATYANARAYANA SRIRANGAM SATYANARAYANA RAMASHASTRY SRIRANGAM 27/06/1974

AXEPS2597P

Alber





मारत सरकार GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड nent Account Number Card

IGYPS4759E

JAYASHRI BUDHAKAR SHRIRANGAM

पिता का आम / Father's Name VENKATAI RAGHUNATH RAO SOMAYAJULA





#### भारत सरकार GOVERNMENT OF INDIA

मुधाकर मन्यनारायना श्रीरंगम Sudhakar Satyanarayana Shrirangam

जन्म वर्ष / Year of Birth: 1974



9377 1772 2422

अभारत सरकार GOVERNMENT OF INDIA

जयश्री सुधाकर श्रीरंगम Jayashri Sudhakar Shrirangam जन्म वर्ष / Year of Birth : 1978 स्त्री / Female

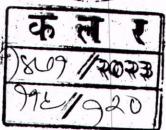


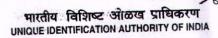
7090 9887 8047

— सामान्य माणसाचा अधिकार

आधार – सामान्य माणसाचा अधिकार







पना S/O सत्यनारायना श्रीरंगम, प्लॉट Address: S/O Satyanarayana न -४०, कामठी रोड, विनायक नगर, खैरी, Shrirangam, plot no-40, kamptee र्वरी आकाशवाणी, नागपुर, महाराष्ट्र, 441002

road, vinayak nagar, Khairy, Khairi Akashwani, Nagpur, Maharashtra, 441002

#### मारतीय विशिष्ट ओळख प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता W/O सुधाकर श्रीरंगम, प्लॉट न ४०, विनायक नगर, खैरी, खैरी, खैरी

Address: W/O Sudhakar Shrirangam, Plot No 40, Vinayak आकाशवाणी, नागपूर, महाराष्ट्र, 441002 Nagar. Khairy, Khairi Akashwani, Nagpur, Maharashtra, 441002







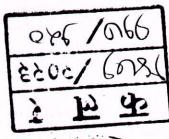














ANTEL SALE

आयकर विभाग INCOMETAX DEPARTMENT

AVNISH KUMAR MISHRA RAM ROOP MISHRA

13/01/1984

Permanent Account Number

BPVPM7037J

Signature (5.2)

भारत सरकार GOVT. OF INDIA





आयंकर विमाग INCOMETAX DEPARTMENT

VIBHA MISHRA OM PRAKASH PANDEY

02/07/1989 Permanent Account Number

BPVPM7039G

Signature

मारत सरकार GOVT. OF INDIA





भारतः सरकार Government of India

अवनीश कुमार मिश्रा Avnish Kumar Mishra जन्म तिथि/ DOB: 13/01/1984 पुरुष / MALE



6899 0954 5219

मेरा आधीर, मेरी पहचान



भारत सरकार Government of India

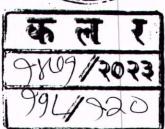
विभा मिश्रा Vibha Mishra जन्म तिथि / DOB : 02/07/1989 महिला / Female



9009 8839 3668

आधार - आम आदमी के अधिकार





भारतीय विशिष्ट पहचान प्राधिकरण Unique Identification Authority of India

पता: आत्मज: राम रूप मिश्रा, 289/290, बाबा नगर, नौबस्ता, कानपुर, कानपुर नगर, उत्तर प्रदेश - 208021 Address: S/O: Ram Roop Mishra, 289/290, baba nagar, naubasta, Kanpur, Kanpur Nagar, Uttar Pradesh - 208021



Unique Identification Authority of India

भारतीय विशिष्ट पहचान प्राचित्र

पता: W/O: अवनीश कुमार मिश्रा, 289/290, बाबा नगर, नौबस्ता, कानपुर, सनिगावान, कानपुर नगर, उत्तर प्रदेश, 208021 Address: W/O: Avnish Kumar Mishra, 289/290, Baba Nagar, Naubasta, Kanpur, Sanigawan, Kanpur Nagar, Uttar Pradesh, 208021

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462/1471

मंगळवार,28 मार्च 2023 4:34 म.नं.

दस्त गोषवारा भाग-1

कलर 9921320

दस्त क्रमांक: कलर /1471/2023

बाजार मुल्य: रु. 22,62,160/-

मोबदला: रु. 38,15,350/-

भरलेले मुद्रांक शुल्क: रु.2,29,000/-

दु. नि. सह. दु. नि. कलर यांचे कार्यालयात

अ. क्रं. 1471 वर दि.28-03-2023

रोजी 4:26 म.नं. वा. हजर केला.

18 har

पावती:2341

पावती दिनांक: 28/03/2023

सादरकरणाराचे नाव: सुधाकर सत्यनारायण श्रीरंगम - -

नोंदणी फी

₹. 30000.00

दस्त हाताळणी फी

₹. 2400.00

पृष्टांची संख्या: 120

एकुण: 32400.00

दस्त हजर करणाऱ्याची सही:

दुय्यम निर्वर्धक सालापूर

Sub Registrar Khalapur

दस्ताचा प्रकारः करारनामा

मुद्रांक शुल्क: (दोन) कोणत्याही नगरपालिका किंवा नगर पंचायत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा मुंबई महानगर प्रदेश ॥विकास प्रा॥धिकरणाच्या हद्दीत असलेल्या कोणत्याही ग्रामीण क्षेत्रात, किंवा मुंबई मुद्रांक (मालमत्तेच्या प्रत्यक्ष बाजार मूल्याचे निधारण) नियम, 1995 अन्वये प्रकाशित झालेल्या वार्षिक विवरणपत्रातील दराप्रमाण् प्रभाव क्षेत्रात.

शिक्का क्रं. 1 28 / 03 / 2023 04 : 26 : 22 PM ची वेळ: (सादरीकरण)

शिक्का कं. 2 28 / 03 / 2023 04 : 27 : 45 PM ची वेळ: (फी)

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दस्तऐवजा सोबत जोडलेली कामदपत्रे कुळमुख्यास्यारपत्रे, व्यक्ती ईत्यादी बनावट आढळुन आल्यारा याची संपुर्ण जबाबदारी दस्त निष्पादकांची राहील.

लिहुन देणार

लिहुन घेणार

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3/28/2023