

**15.17 Survival**

This Article (15.17), Article (11) (Consequences of Termination), Article (15.4) (Notices), Article (15.16) (Jurisdiction), Article (15.15) (Dispute Resolution), Article (15.2) (Allottee/s Obligation of Confidentiality), and all other rights and obligations of the Parties that are held after, and/or are required to be observed and performed upon and/or after the termination of this Agreement, shall survive the termination of this Agreement, and the Parties shall continue to respectively hold such rights, and be bound, liable and obliged to comply with their obligations in respect thereof.

15.18 The Promoter and Allottee/s respectively state/s that they are respectively assessed to Income Tax and hold valid Permanent Account Numbers respectively.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(Description of the Whole Project Land)**

All that pieces and parcel of freehold land bearing CTS Nos. 33A(Pt) and 76 (Pt) collectively admeasuring approximately 22661.70 square meters situate, lying and being of Village Majas at Jogeshwari (East), Mumbai and bounded as follows:

- North : Partly by CTS No.33B/1, Partly by CTS No.33B/3 and Partly by CTS No.33C of Village Majas at Jogeshwari (E), Mumbai
- South : Partly by CTS No.61, Partly by CTS No.58, Partly by CTS No.59, Partly by CTS No.60 and Partly by D.P. Road of Village Majas at Jogeshwari (E), Mumbai
- East : Partly by CTS No.74, Partly by CTS No.71, Partly by CTS No.72, Partly by CTS No.70, Partly by CTS No.66, Partly by CTS No.64 Partly by CTS No.63, and Partly by D.P. Road of Village Majas at Jogeshwari (E), Mumbai
- West : Partly by CTS No.43, Partly by CTS No.51, Partly by CTS No.52, Partly by CTS No.54, Partly by CTS No.58, Partly by CTS No.59, Partly by CTS No.60 and Partly by D.P. Road of Village Majas at Jogeshwari (E), Mumbai.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**  
**(Description of the Project Land)**

All that pieces and parcel of freehold land bearing CTS No.33A admeasuring approximately 730 square meters situate, lying and being of Village Majas at Jogeshwari (East), Mumbai and bounded as follows:

- North : C.T.S. NOS. 33A(pt) & wing F of village Majas.
- South : C.T.S. NOS. 33A(pt) of village Majas.
- East : C.T.S. NOS. 33A(pt) of village Majas.
- West : C.T.S. NOS. 33A(pt) of village Majas.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
**(Description of the Apartment and Parking Space/s)**

All that the proposed Apartment bearing no. North E-12/4, admeasuring 97.05 square meters Carpet Area (RERA), on 12<sup>th</sup> habitable floor, of the Project, together with Flat no 4, vehicle Parking Space/s as an amenity attached to the Apartment, in Project known as To "Kalpataru Vivant North Wing E"

## AGREEMENT FOR SALE

This AGREEMENT FOR SALE made at Mumbai, this \_\_\_\_\_ day of \_\_\_\_\_, in the year Two Thousand and \_\_\_\_\_.

BETWEEN

ALDER RESIDENCY PRIVATE LIMITED (incorporated, and originally known, as Arman Villas Pvt. Ltd and now known as Alder Residency Private Limited as per the Fresh Certificate Of Incorporation Consequent Upon Change Of Name dated 13<sup>th</sup> July, 2021 issued by the office of the Registrar of Companies, Maharashtra, Mumbai, a company incorporated and registered under the provisions of the Companies Act, 1956 and now governed by the provisions of the Companies Act, 2013, having its registered office at 101, Kalpataru Synergy, Opposite Grand Hyatt, Santacruz (East), Mumbai – 400 055, hereinafter referred to as the "Promoter" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the One Part,

AND

Mr. / Ms. / Mrs. Aanchal Amit Wagle & Mr Amit Wagle

Indian Inhabitant/s having his / her / their address at  
604, Dhanlaxmi CHSL, Plot no 186, 187, Upper govin  
nagar, opp Dominoz Pizza, Malad east, Mumbai-  
[or] \_\_\_\_\_, LLP, a limited liability partnership, constituted under  
the Limited Liability Partnership Act, 2008, having its registered office at \_\_\_\_\_

herein are herein referred to as "Projects". The term "Project Land" means a portion of the Larger Land bearing CTS No. 33A measuring approximately 730 square meters i.e. the plinth area along with balcony area of structure of the Project, and is more particularly described in the Second Schedule hereunder written and shown in hatched lines on the proposed layout plan annexed hereto and marked Annexure 'C'. The Allottee/s have been informed that the Promoter is proposing to amend the plans of the Project due to architectural and structural reasons, by way of addition of balcony/balconies in the few apartments, and have been shown and explained the revised/proposed plans/layout/floor plans uploaded on the MAHARERA Portal. Further the Allottee/s have been informed that there will be certain changes in the elevation of the Project and other consequential amendments as may be required including minor changes/variation in the final approved Carpet Area (RERA) of the Allottee/s Apartment, which will not be more than as mentioned in clause 5.5 hereincbelow. The Parties hereby agrees and acknowledges that the Promoter shall, as required from time to time, obtain requisite consent from the Allottee/s and other allottees as envisaged in Section 14 of the RERA.

J. As a part of the Whole Project the Promoter also intends to develop and construct various areas, amenities, utilities intended for the common use of, inter alia, the allottee/s, purchasers and occupants from time to time of Premises, more particularly described in Part B of the Statement annexed hereto and marked Annexure 'D' (hereinafter referred to as the "Common Areas & Amenities"). The Common Areas & Amenities include basements, lower ground, upper ground, still and, podiums, and other relevant amenities, but excludes the limited common areas and amenities attributable, respectively, to the Project and Balance Projects and vehicle parking spaces other than open parking spaces, in the Whole Project.

K. The subject matter of this Agreement is an agreement to allot and sell an apartment in the Project.

L. The Promoter has registered the Project as a "real estate project" as defined under the Real Estate (Regulation & Development) Act, 2016 and the rules made thereunder, including the applicable Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules, 2017 and such amendments, enactments, modification including orders, regulations, circulars and notifications issued from time to time (hereinafter referred to as "RERA") with the Maharashtra Real Estate Regulatory Authority, Mumbai bearing Maharashtra Registration No. P31800047620. A photocopy of the Certificate evidencing such registration is annexed hereto and marked Annexure 'E'.

M. The Promoter intends to allot and sell any or all of the Premises on an "ownership basis" under the applicable provisions, from time to time, of RERA and the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "MOFA") (as applicable) and/or to grant leases, tenancies, licenses, and/or any other alienation or disposal of such Premises, as the Promoter deems fit, in its discretion.

N. All projects/phases constructed as part of the Whole Project shall have proportionate undivided interest in the Common Areas & Amenities, which will be ultimately conveyed to and held by the Entity & Organisation (defined hereinafter), as determined by the Promoter in its discretion.

O. The Promoter has obtained the same shall mean and include an appropriate approval used in this Agreement, and no objection certificates/letters, by whatever name called, sanctions, licenses, and no objection of being obtained, and to be obtained, under obtained, or are in the process of being obtained, as the Promoter may consider necessary and Applicable Law (defined hereinafter), as the Promoter may consider necessary and expedient, and/or as required by any concerned authority/ies, inter alia, in relation to the development of the Larger Land, Whole Project, including the Project, and/or, inter alia, in relation to the Whole Project Land, or any part thereof, and includes specifically: (1) IOD and (2) the Commencement Certificate issued by the MCGM in respect of the Whole Project, including the Project, photocopies whereof are s annexed hereto and marked Annexure 'F-1' and 'F-2', together with all further Commencement Certificates, and together with renewals, extensions, revisions, amendments and modifications thereof, from time to time, as the Promoter may consider necessary and expedient, or for the betterment of the Whole Project including the Project, in its discretion, and/or as required by the MCGM, and/or any concerned authorities and (ii) "Plans" is used in this Agreement, the same means and includes the plans, drawings and layout as currently approved and sanctioned by the MCGM and the concerned authorities in respect of the Whole Project, and includes plans, drawings and layouts as may, from time to time, be submitted by the Promoter in its discretion, in respect of the Whole Project including the Project and/or any part thereof, and/or as may be sanctioned and approved by the MCGM from time to time in respect of the Whole Project, including the Project together with any amendments, alterations, modifications, additions, extensions, renewals, etc. in respect thereof as the Promoter may consider necessary and expedient, in its discretion, and/or as may be required by any concerned authorities.

P. The Promoter has obtained a Certificate of Title, Encumbrance Certificate both dated 17<sup>th</sup> March, 2022, the MAHARERA Legal Title Report dated 17<sup>th</sup> March, 2022 and dated 24<sup>th</sup> March, 2022, the Addendum I dated 14<sup>th</sup> September, 2022 and MAHARERA Legal Title Report dated 31<sup>st</sup> October, 2022 respectively all issued by India Law LLP, a Law Firm, in respect of the Promoter's title to the Larger Land (hereinafter referred to as the "Certificate of Title"), photocopies of which are annexed hereto and marked Annexure 'G'.

Q. The Promoter has appointed architects, registered with the council of architects (hereinafter referred to as the "Project Architect", which includes any architect/s or licensed surveyors registered with the local planning authority like MCGM, that have been appointed, from time to time, by the Promoter, in relation to the Project) and a project engineer (hereinafter referred to as the "Project Engineer", which includes any structural and/or civil engineers, that have been engaged, from time to time, by the Promoter, in relation to the Project) in respect of the design and execution of the Project and has accepted their professional supervision till the completion of the Project, that is, the completion of the entire construction of the Project and receipt of the occupation certificate/s in respect thereof (hereinafter referred to as the "Project Completion").

R. The Allottee/s has/have approached, and applied to, the Promoter, for allotment to the Allottee/s, of a proposed residential dwelling unit in the Project, shown on the typical floor plan thereof annexed and marked Annexure 'H' hereto, described in Annexure 'I' hereto and more particularly described in the Third Schedule hereunder written (hereinafter referred to as the "Apartment"), with the right to use, as an amenity attached thereto, of the Single/Stack/Tandem vehicle parking space/s described in Annexure 'I' hereto, and more particularly described in the Third Schedule hereunder written, the location and designated number of which will be determined by the Promoter and notified to the Allottee as provided herein (hereinafter referred to as the "Parking Space/s"). In this regard, the Allottee/s has/have demanded from the Promoter, and the Promoter has given to the Allottee/s, inspection of the documents and records relating to the Larger Land,



development and construction of Kalpataru Vivant North Wing E together with the Limited Common Areas & Amenities is hereinafter referred to as the "Project". The development and construction of the wings other than the Project, as referred to in recital (E) and the limited common areas and amenities, respectively, attributable thereto are hereinafter collectively referred to as the "Balance Projects". The term "Project Land" means a portion of the Larger Land bearing CTS No.33A measuring approximately 730 square meters i.e. the plinth area along with balcony area of structure of the Project, and is more particularly described in the Second Schedule hereunder written and shown in hatched lines on the proposed layout plan annexed hereto and marked Annexure 'C'. The Allottee/s have been informed that the Promoter is proposing to amend the plans of the Project due to architectural and structural reasons, by way of addition of balcony/balconies in the few apartments, and have been shown and explained the revised/proposed plans/layout/floor plans uploaded on the MahaRERA Portal. Further the Allottee/s have been informed that there will be certain changes in the elevation of the Project and other consequential amendments as may be required including minor changes/variation in the final approved Carpet Area (RERA) of the Allottee/s Apartment, which will not be more than as mentioned in clause 5.5 hereunder. The Parties, hereby agree and acknowledge that the Promoter shall, as required from time to time, obtain requisite consent from the Allottee/s and other allottees as envisaged in Section 14 of the RERA.

1. As a part of the Whole Project the Promoter also intends to develop and construct various areas, amenities, utilities intended for the common use of, inter alia, the allottee/s, purchasers and occupants from time to time of Premises, more particularly described in Part B of the Statement annexed hereto and marked Annexure 'D' (hereinafter referred to as the "Common Areas & Amenities"). The Common Areas & Amenities include basements, lower ground, upper ground, silt and, podiums, and other relevant amenities, but excludes the limited common areas and amenities attributable, respectively, to the Project and Balance Projects and vehicle parking spaces other than open parking spaces, in the Whole Project.

K. The subject matter of this Agreement is an agreement to allot and sell an apartment in the Project.

L. The Promoter has registered the Project as a "real estate project" as defined under the Real Estate (Regulation & Development) Act, 2016 and the rules made thereunder, including the applicable Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules, 2017 and such amendments, enactments, modification including orders, regulations, circulars and notifications issued from time to time (hereinafter referred to as "RERA") with the Maharashtra Real Estate Regulatory Authority, Mumbai bearing MahaRERA Registration No. P51800047620. A photocopy of the Certificate evidencing such registration is annexed hereto and marked Annexure 'E'.

M. The Promoter intends to allot and sell any or all of the Premises on an "ownership basis" under the applicable provisions, from time to time, of RERA and the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, disposal of such Premises, as the Promoter deems fit, in its discretion.

N. All projects/phases constructed as part of the Whole Project shall have proportionate undivided interest in the Common Areas & Amenities, which will be ultimately conveyed to and held by the Entity & Organisation (defined hereinafter), as determined by the Promoter in its discretion.

O. The Promoter has obtained certain Approvals. Wherever the term (i) "Approvals" is used in this Agreement, the same shall mean and include all approvals, permissions, sanctions, licenses, and no objection certificates/letters, by whatever name called, obtained, or are in the process of being obtained, and to be obtained, under Applicable Law (defined hereinafter), as the Promoter may consider necessary and expedient, and/or as required by any concerned authority/ies, inter alia, in relation to the development of the Larger Land, Whole Project, including the Project, and/or, inter alia, in relation to the Whole Project Land, or any part thereof, and includes specifically: (1) IOD and (2) the Commencement Certificate issued by the MCGM in respect of the Whole Annexure 'F-1' and 'F-2', together with all further amendments, extensions, renewals, etc. in respect thereof as may be required by any concerned authorities.

P. The Promoter has obtained a Certificate of Title, Encumbrance Certificate both dated 17<sup>th</sup> March, 2022, the MAHARERA Legal Title Report dated 17<sup>th</sup> March, 2022 and dated 24<sup>th</sup> March, 2022, the Addendum 1 dated 14<sup>th</sup> September, 2022 and MAHARERA Legal Title Report dated 31<sup>st</sup> October, 2022 respectively all issued by India Law LLP, a Law Firm, in respect of the Promoter's title to the Larger Land (hereinafter referred to as the "Certificate of Title"), photocopies of which are annexed hereto and marked Annexure 'G'.

Q. The Promoter has appointed architects, registered with the council of architects (hereinafter referred to as the "Project Architect", which includes any architect/s or licensed surveyors registered with the local planning authority like MCGM, that have been appointed, from time to time, by the Promoter, in relation to the Project) and project engineer (hereinafter referred to as the "Project Engineer", which includes any structural and/or civil engineers, that have been engaged, from time to time, by the Promoter, in relation to the Project) in respect of the design and execution of the Project and has accepted their professional supervision till the completion of the Project, that is, the completion of the entire construction of the Project and receipt of the occupation certificates in respect thereof (hereinafter referred to as the "Project Completion").

R. The Allottee/s has/have approached, and applied to, the Promoter, for allotment to the Allottee/s, of a proposed residential dwelling unit in the Project, shown on the typical floor plan thereof hereto annexed and marked Annexure 'H' hereto, described in Annexure 'I' hereto and more particularly described in the Third Schedule hereunder written (hereinafter referred to as the "Apartment"), with the right to use, as an amenity attached thereto, of the Single/Stack/Tandem vehicle parking space/s described in Annexure 'J' hereto, and more particularly described in the Third Schedule hereunder written, the location and designated number of which will be determined by the Promoter and notified to the Allottee as provided herein (hereinafter referred to as the "Parking Space/s"). In this regard, the Allottee/s, inspection of the documents and records relating to the Larger Land,

documents specimens under RERA and MOFA (as applicable), as well as all other and Approvals as required to be disclosed. The Promoter has provided to the Allottee's, inspection of the Certificate of Title in respect of the Promoter's title to the Larger Land. The Allottee/s has/have satisfied himself/herself/themselves title to the Promoter's right to develop the Whole Project, including the Project, and its status.

5. Based upon the agreements, confirmations and undertakings of, and applicable to the Allottee/s herein, including to observe, perform and comply with all terms, conditions and provisions of this Agreement, the Promoter has agreed to allot and sell the Apartment in the Project to the Allottee/s, strictly upon and subject to the terms, conditions and provisions hereof.

7. Under the provisions of RERA and MOFA (as applicable), the Parties are required to execute an agreement for sale, being this Agreement, and to register the same under the provisions of the Indian Registration Act, 1908.

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

**ARTICLE 1 - AGREEMENT FOR ALLOTMENT & SALE**

1.1 Subject to and upon the terms, conditions and provisions hereof, the Allottee/s hereby agree/s to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee/s, the Apartment, on ownership basis, described in Annexure 'I' hereto, which is shown on the typical floor plan thereof annexed hereto and marked Annexure 'H' and which is more particularly described in the Third Schedule, hereto at or for the agreed purchase price and consideration payable by the Allottee/s as set out in Annexure 'J' hereto (hereinafter referred to as the "Purchase Price"). The Apartment plan is annexed hereto and marked Annexure 'K'.

1.2 The carpet area of the Apartment is stated in the Statement annexed hereto as Annexure 'I', as presently determined on the basis of the net usable floor area thereof excluding the areas covered by external walls, areas under services shafts, but includes the area covered by verandah area (if any) and exclusive open terrace area (if any), referred to as "Carpet Area (RERA)" and is as per RERA.

1.3 The Allottee/s shall also have a right to use, as an amenity attached to the Apartment, the Parking Space/s for the limited and restricted purpose of parking his/her/their/s two-wheeler or four-wheeler (light motor vehicle/s), and for no other purpose whatsoever. The location and the designated number of the Parking Space/s will be determined by the Promoter and notified (in writing) to the Allottee/s on or before the Date of Offer of Possession (defined hereinafter).

1.4 The Promoter shall construct the Project in accordance with the Plans as approved by the concerned authorities from time to time.

1.5 Apartment Amenities, Limited Common Areas & Amenities, from time to time.

1.5.1. The Promoter shall install and/or provide the amenities, fixtures and fittings proposed to be provided in the Apartment as listed in the Statement annexed hereto and marked Annexure 'L' (hereinafter referred to as the "Apartment Amenities").

1.5.2. The Limited Common Areas & Amenities shall be used and enjoyed by the allottees, purchasers and occupants from time to time of Premises in the Project and likewise the limited common areas & amenities attributable to the Balance Projects shall be respectively used and enjoyed by the allottees, purchasers and occupants of such Balance Projects. The Common Areas & Amenities, which are in respect of the Whole Project, shall be used and enjoyed by, inter alia, all allottees, purchasers and occupants, from time to time, of Premises in Whole Project as per the terms of the Promoter.

1.5.3. The Allottee/s has/have been informed and is/are aware that:

1.5.3.1. all natural materials that are to be installed in Whole Project and/or the Project and/or the Apartment, and/or Premises and/or that form a part of the Apartment Amenities, including, marble, granite, natural timber etc., contain veins and grains with tonally differences, and their non-conformity, natural discoloration, or tonal difference/variations at the time of installation will be unavoidable;

1.5.3.2. the warranties of equipment, machinery and various other amenities, infrastructure and facilities installed by the Promoter in Whole Project and/or Project and/or the Apartment and/or Premises, would have standard warranties provided by the manufacturer only, and accordingly any defect in any such amenities, infrastructure, facilities, equipment, appliances, electronic items, etc., and/or the installation thereof, shall be rectified solely in accordance with the warranties provided by the system/ equipment installer/ manufacturer, and it is agreed and acknowledged that, beyond annual maintenance contracts shall be obtained by the Allottee/s and the other allottees in the Whole Project, and/or Entity & Organisation (defined hereinafter), as the case may be, and,

1.5.3.3. the amenities, facilities, infrastructure, equipment, appliances, electronic items, etc., installed and forming a part of the Apartment Amenities or Common Areas & Amenities or Limited Common Areas & Amenities, shall be maintained, serviced and repaired by authorized third party manufacturers, suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if the same are maintained, serviced and repaired, and/or repaired third party manufacturer, suppliers, dealers or maintenance providers, then the manner by any person other than the authorized third party manufacturers, suppliers, dealers or maintenance providers, then the warranties in respect thereof shall be rendered void.

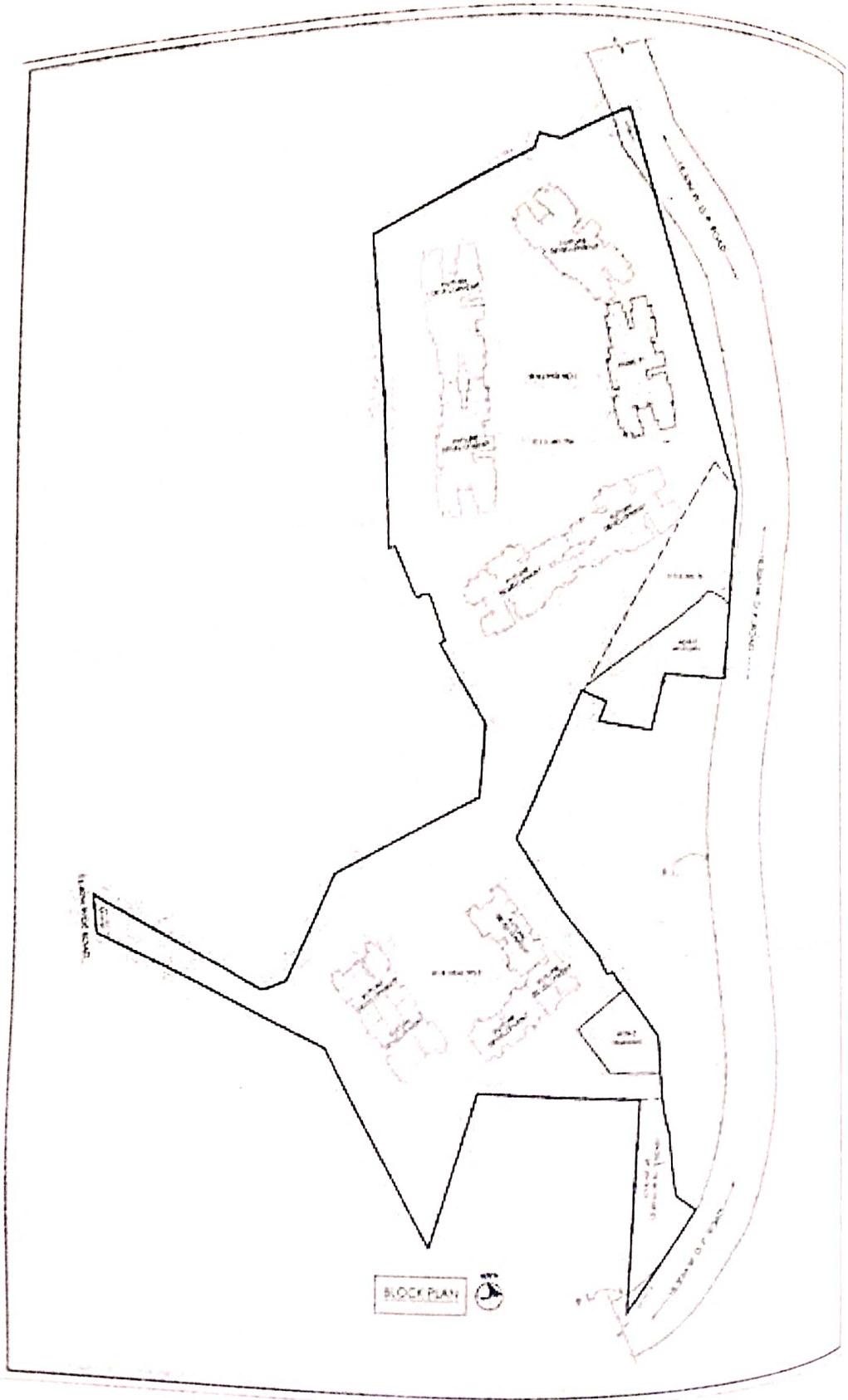
**ARTICLE 2 - PURCHASE PRICE**

2.1 (a) The Allottee/s agree/s and undertake/s to pay to the Promoter, the Purchase Price in installments, in accordance with the schedule of payment in the Statement annexed hereto and marked Annexure 'J', and in terms of this Article (2) or within fifteen (15) Days from the date of a written demand being made by the Promoter, in its favour of the Promoter, or if directed by the Allottee/s in the demand drafts, drawn in favour of the Promoter, along with the applicable demand drafts, drawn in favour of the Promoter, along with the applicable Promoter's bank account as provided by the Promoter, subject to deduction of applicable tax deducted at source under the Income Tax Act, 1961 (hereinafter referred to as "TDS").



Annexure 'C'

Proposed Layout Plan of the Whole Project Land with the Project Land





## Annexure 'E'

### RERA Registration Certificate



#### 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 **P51800047620**

**Project: Kalpataru Vivant - North Wing E**, Plot Bearing / GTS / Survey / Final Plot No. **CTS NO. 33A, 42, 76d**  
**Andheri, Andheri, Mumbai Suburban, 400060.**

1. **Alder Residency Private Limited** having its registered office / principal place of business at **Tehsil Andheri**  
**District Mumbai Suburban, Pin 400055**

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 (f) of sub-section (2) of section 4 read with Rule 5.

OR

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

• The Registration shall be valid for a period commencing from **14/11/2022** and ending with **30/06/2028** unless reviewed 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. Vasanti Verma and Prabhu  
[Secretary, MahaRERA]  
Date 15-11-2022 13:04:57

Dated 14/11/2022  
Place Mumbai

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

**Annexure 'F-2'**  
**Commencement Certificate**

C - 3



**MUNICIPAL CORPORATION OF GREATER MUMBAI**  
**FORM 'A'**  
**MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966**  
No P-9245/2021 (CTS NO. 33A And Other) (K/E Ward/MAJAS/CC/1/Amend)  
**COMMENCEMENT CERTIFICATE**

To  
Dynacraft machine Company Ltd.  
101, Kalpataru Synergy, opp Hotel Grand Hyatt hotel  
Vakola, Santacruz East.

Sir,

With reference to your application No. P-9245/2021 (CTS NO. 33A And Other) (K/E Ward/MAJAS/CC/1/Amend) Dated 01 Nov 2021 for Development Permission and grant of Commencement Certificate under Section 44 & 60 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 348 no 337 (New) dated 01 Nov 2021 of the Mumbai Municipal Corporation Act 1868 to erect a building in Building development work of on plot No. CTS NO. 33A, 62, 76 of Village Majas C.T.S. No. CTS NO. 33A, 62, 76 Division / Village / Town Planning Scheme No. MAJAS situated at off JVL Road / Street in K/E Ward Ward

The Commencement Certificate / Building Permit is granted on the following conditions:-

1. The land vacated on consequence of the endorsement of the setback line/ road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. 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 the Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if:-
  - a. The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
  - b. Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
  - c. The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri. Navnath S. Ghadge, Executive Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.



# STATE BANK OF INDIA, RACPC SANTACRUZ

LOS ID :		LOAN TYPE :	TL / MARGAIN
BRANCH :	Linking Road	BRANCH CODE :	
OPAS ID :		RERA REG NO :	

LOAN ACCOUNT NUMBER : \_\_\_\_\_  
RIN RAKSHA ACCOUNT NUMBER : \_\_\_\_\_

APPLICANT NAME:	Mrs. Aanchal A Wagle	CIF NO :	
CO-APPLICANT NAME:	Mr. Amit Wagle	1	
CO-APPLICANT NAME:		2	
CO-APPLICANT NAME:		3	
CONTACT NO (1)	9874510723	4	
EMAIL ID :	lalwani.hema@gmail.com / aanchal.wagle@akjgroup.co.in	(2)	

MORATORIUM REQD	<input checked="" type="radio"/> YES / NO	MORATORIUM PERIOD :	36 months
LOAN AMOUNT :	Rs. 2.00 cr	INTEREST RATE :	8.70%
TENURE :	336 months	EMI AMOUNT / EMI DATE	
HL TYPE : TAKEOVER / RESALE / UNDER CONSTRUCTION / READY POSSESSION / TOPUP	SCHEME :		
SCHEME :	Flexipay	SBI LIFE: YES / NO	
PROPERTY COST :	Rs. 3.20 cr	PMAY APPLICABLE :	YES <input checked="" type="radio"/> NO
PROPERTY LOCATION	JVLR Mumbai		
SOURCING NAME:	Ketan Yadav	CONTACT OF SOURCING	
SOURCING TYPE :	HLC	HLC / SSL CODE / PF NO :	MUMHLC
EMAIL :		SIGN OF THE COORD :	

Ketan Retnakar (PF 852696)

PROPERTY INSURANCE OBTAINED :	PARTICULARS :	ENTERED IN CBS	INITIAL
COLLATERAL NO :	INSURANCE :		
MODE OF PAYMENT SI / ECS	CERSAI :		
SI / ECS DATE :	EMI CREATION DATE :		
CERSAI SECURITY ID	PROJECT COST :		
CERSAI ASSET ID	POST SANCTION INSPECTION:		
DE NO :	ROI :		
TD NO :	ECS / SI :		

DOCUMENTATION OFFICER (NAME & FILE NO.) \_\_\_\_\_

CUSTODY FILE NO: \_\_\_\_\_

# Kalpataru Vivant

P1180942620  
74 AMC 14058126

Page: 1 of 1 (Project Start Date: 01/02/2021)

**Project Details**  
Beta Registration Number for Project: P1180942620  
SBI Registration Number for Project: 74 AMC 14058126  
**Head Office:** Akshay Building Pvt Ltd  
101, Kalpataru Skyscraper, Opposite Central Bus Stand, Seawoods, MIDC, NRI, Phase I, NRI, Thane, Maharashtra 400103  
**Project Address:** Kalpataru Vivant  
Unit Number: 400040

**Flat Details**  
**Quotation Date:** 22-Mar-23  
**Ridge:** North  
**Tower:** North - B  
**Configuration:** 3 BHK Ground with Deck  
**Plot No:** 12  
**Flat No:** 4  
**Apartment No:** North - E-124  
**Facing:** City Facing  
**Area Units:** Sq.m: 1940, Sq.ft: 21045  
**BERA Carpet Area:** 0.00, 0  
**Enclosed Balcony Area:** 2.85, 31  
**Open Balcony Area:** 0.00, 0  
**Utility Balcony Area:** 0.00, 0

**Payment Plan:** Construction Linked Plan  
**Type of Vehicle Parking Space:** Stack  
**Number of Vehicle Parking Spaces:** 2

**Accountable Charges**  
Share Money (INR 500 per unit for individuals and INR 1100 for corporates) 500  
Sub Total (1) 500

**Non Accountable Charges**  
Entry Formation Charges: 10,000, 100  
Outgoing for 1 year in advance excluding property tax and fitness centre maintenance: 1,34,944, 1,349  
Legal Documentation Charges: 1,000, 100  
Charges for EMP (as per MGF requirement): 98,840, 988  
Electric Meter Supply & Connection Charges: 1,00,000, 1,000  
Water Supply Connection Charges: 50,000, 500  
Infrastructure Development Charges: 2,15,299, 2,152  
Gas supply and meter charges: 20,000, 200  
Sub Total (2) 6,61,984, 6,620

**Grand Total (1+2):** 6,62,384

**Purchase Price**

(A)	3,10,42,978	
Stamp Duty	0	
Registration Charges	0	
Stamping and Documentation Charges	8,160	
Total (A + B + C + D)	6,40,588	
(C)	6,40,588	
(D)	8,160	
CGST on Purchase Price (out of Land Allocation)	7.5%	2,32,822
SGST on Purchase Price (out of Land Allocation)	2.5%	77,278
Total GST on Purchase Price		3,10,100
Net GST payable on Purchase Price		59,529
(E)	59,529	
CGST on Society & Other Charges		18,713
SGST on Society & Other Charges		5,579
(F)	24,292	
Total (GST)		3,34,392
(G)	3,34,392	
(H)	3,34,392	
GRAND TOTAL (A + B + C + D)	6,40,588	
TDS 1.0% on Purchase Price (1)	1.00%	3,10,429
Total TDS on Entry & Organization and Other Charges (2)		6,826
Total TDS on Considerations (E + F)		3,17,255

**Payment Schedule**

Particulars Payable on	%	Purchase Price or TDS	TDS	CGST	SGST	Total Payment
Payable on Booking	1.50%	4,65,645	4,372	11,230	11,230	4,92,477
Payable on or before 31-Mar-23	8.50%	26,27,710	26,543	66,356	66,356	27,26,965
Payable within 30 days from the booking	10.00%	30,73,210	31,043	77,666	77,666	32,29,685
Payable on Completion of Plot	0.50%	30,73,210	15,366	38,803	38,803	6,92,732
Payable on Completion of Basement 1	3.00%	15,36,605	15,321	38,803	38,803	16,29,722
Payable on Completion of Ground Floor Slab	3.00%	15,36,605	15,321	38,803	38,803	16,29,722
Payable on Completion of Podium 1	3.00%	15,36,605	15,321	38,803	38,803	16,29,722
Payable on Completion of 2nd Slab	3.00%	15,36,605	15,321	38,803	38,803	16,29,722
Payable on Completion of 3rd Slab	3.00%	15,36,605	15,321	38,803	38,803	16,29,722
Payable on Completion of 4th Slab	3.00%	15,36,605	15,321	38,803	38,803	16,29,722
Payable on Completion of 5th Slab	3.00%	15,36,605	15,321	38,803	38,803	16,29,722
Payable on Completion of 6th Slab	3.00%	15,36,605	15,321	38,803	38,803	16,29,722
Payable on Completion of 7th Slab	3.00%	15,36,605	15,321	38,803	38,803	16,29,722
Payable on Completion of 8th Slab	3.00%	15,36,605	15,321	38,803	38,803	16,29,722
Payable on Completion of 9th Slab	3.00%	15,36,605	15,321	38,803	38,803	16,29,722
Payable on Completion of 10th Slab	3.00%	15,36,605	15,321	38,803	38,803	16,29,722
Payable on Completion of 11th Slab	3.00%	15,36,605	15,321	38,803	38,803	16,29,722
Payable on Completion of 12th Slab	3.00%	15,36,605	15,321	38,803	38,803	16,29,722
Payable on Completion of Terrace Water Proofing	3.00%	15,36,605	15,321	38,803	38,803	16,29,722
Payable on Completion of Interiors	3.00%	15,36,605	15,321	38,803	38,803	16,29,722
Payable on Completion of Escalator Linker	3.00%	15,36,605	15,321	38,803	38,803	16,29,722
Payable on Completion of Car	3.00%	15,36,605	15,321	38,803	38,803	16,29,722
Payable on Completion of LIFT	3.00%	15,36,605	15,321	38,803	38,803	16,29,722
Payable on Completion of Pool	3.00%	15,36,605	15,321	38,803	38,803	16,29,722
Payable on Completion of Gym	3.00%	15,36,605	15,321	38,803	38,803	16,29,722
Payable on Completion of Auditorium	3.00%	15,36,605	15,321	38,803	38,803	16,29,722
Payable on Completion of Other Amenities	3.00%	15,36,605	15,321	38,803	38,803	16,29,722
Payable on Completion of Possession	5.00%	15,36,605	15,321	38,803	38,803	16,29,722
Total	100%	3,07,32,098	3,10,429	7,78,043	7,78,043	3,25,98,613

**TERMS & CONDITIONS:**  
For Purchase Price, kindly issue cheque / DD / Pay order in favour of  
ABPL Vivant North Wing E Master ESC AC  
HDFC Bank  
A/C No: 5750000977294  
IFSC code: HDFC0006640

For Taxes & Entry & Org and other charges, kindly issue cheque / DD / Pay order in favour of  
ABPL Project 1 Escrow A/c  
HDFC Bank  
A/C No: 5750000977294  
IFSC code: HDFC0006640

Stamp Duty & Registration Charges payable through MFT & RTGS (along with confirmation letter).  
MARKA SCRT STATUTORY EPF/EPF/EPF/EPF  
PNB National Bank  
IB A/C No: 114409000000011  
IFSC code: PUN00114400  
BRANCH: Shivajinagar, Shivajinagar, Pune, Maharashtra (W) 400032

1. Rates are subject to change without any prior intimation and will be final only upon receipt of booking amount.  
 2. At present, the Booking Amount is 10% of the aforesaid Purchase Price. Booking amount of ₹ 4,50,000/- will be taken from customer along with application form and within a month balance of 10% amount will be payable.  
 3. The customer will have to pay additional 50000/- as a refundable deposit for interior works at the time of possession.  
 4. At the time of booking please carry the following:  
 (i) 1 passport size photograph and original and photocopy of Aadhar and PAN Card of all occupants  
 (ii) For proof of address, bring the original and photocopy of any of the options including Postcard, Bazar Card, Driver's License, Voter ID or Rationary B.R.  
 (iii) For NRI clients, it is mandatory to get the original and photocopy of either Proof of Indian Origin or OCI.  
 5. Timely payment of instalments, deposits and charges is of essence. You are aware of interest at the rate of 18% highest MCLR plus 2% p.a. is applicable on all delayed payments.  
 6. On cancellation of termination, pre Agreement for Sale, 10% of the Purchase Price or pre-estimated liquidated damages, taxes & Stamp Duty paid, payable, interest accrued on unpaid, delayed instalments, and any other charges that may be paid by Promoter under subvention scheme and/or any other scheme if any of the amounts paid until such cancellation or termination, whichever is lower, will be forfeited and advised.  
 7. On cancellation of termination, after registration of agreement for sale, 10% of the Purchase Price, will be forfeited and advised as pre-estimated liquidated damages. A further deduction of taxes & stamp duty paid/ payable, interest accrued on unpaid/ delayed instalments, and any other charges that may be paid by Promoter under subvention scheme and/or any other scheme, if any, will also be made.  
 8. Property tax shall be extra and payable by the customer.  
 9. Property tax possession of the said Agreement will be given 30 days after receiving of the payments.  
 10. Any change in charges/taxes/levies/duties (including new charges/taxes/levies/duties) shall be borne and payable by the customer as may be applicable from time to time.  
 11. Conversion factor of 1 Square Meter = 10.764 Square Feet has been used herein and areas in Square Feet are mathematically rounded off and in case of any difference, areas in Square Meter shall be final.  
 12. All common areas/amenities/levies related to the entire layout (as shown on the website of Akshay) will be developed in a phased manner and will be completed upon the completion of the whole project in the layout.  
 13. Upon receipt of the Booking Amount upto 10% of the Purchase Price / consideration amount, at the rate of applicable from time to time under provisions of the Income Tax Act, 1961 and submit as the TDS Certificate. As per current practice, applicable TDS rate is 1% on all payments.  
 14. Customer shall deduct the Tax Deducted at Source (TDS) on the consideration amount, at the rate of applicable from time to time under provisions of the Income Tax Act, 1961 and submit as the TDS Certificate. As per current practice, applicable TDS rate is 1% on all payments.  
 15. The above purchase price has been arrived after accounting for all prevailing promotions, offers and discount schemes as applicable on the quotation date.  
 16. All instalments (as mentioned in this cost sheet) should be paid in cash.  
 17. The agreement for sale to be registered immediately after payment of 10% of the Agreement Value.  
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Customer Name: \_\_\_\_\_  
Customer Signature: \_\_\_\_\_

Quotation Issued by: \_\_\_\_\_  
Quotation Issue Date is: 22-Mar-23