		मुल्याकना पत्रस (राहरी क्षेत्र - बांधीय)			
(aluation II)	20200218846				18 February 2	020,11 08:14 AM करल
मूल्यांकनाचे वर्ष जिल्हा मूल्य विभाग उप मूल्य विभाग सर्व्हें नंबर मा भूकमांक	२०१९ मुंबई(उपनगर) ११४-पवई कुर्ला ११४८४। भुभग आं सि टी एस नंबरबाठ	देशकरावार्य भागीवर वर्धाः	नी विकसित झालेल्या भिरठक	ft		*
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Sale Type First Sale Sale/Resale of built up Pi	roperty constructed after of	encular dt.02/01/2018	a was per present any passes of street			
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मजला निहाद घट/वाढ		= 100% apply to rate= Rs 277800/-		12200	5/9	193
			2020			
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E) बंदिस्त वाहन तळाचे क्षेत्र बंदिस्त वाहन तळाचे मूल	र य	= Rs 10809198/- 13.95चीरस मीटर = 13.95 * (277800 * 25/100) = Rs 968827 5/-				
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सह दुय्यम निबंधक कुर्ला-२ मुंबई उपनगर जिल्हा

http://10.10.246.18/valuation20192020/Mumbai/HTMLReports/MBuilt.aspx

2/18/2020



	Receipt of Docum	nent Handling Cl.	nges
PRN	1502202002110	Date	15/02/2020
Received fi towards Do Registrar o	rom PRADEEP KISHNANI, Mobili scument Handling Charges for the ffice Joint S.R. Kurla 3 of the Dist	e number 989050 Document to be rict Mumbai Sub-	33000, an amount of Rs.2000/-, registered(ISARITA) in the Sub urban District.
	Payr	nent Details	
Bank Name	SBIN	Date	15/02/2020
Bank CIN	10004152020021501714	REF No.	IGAICKNAW ⁷
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	Will a state of the state of th	and arration.	2001 4 2000 Maharashtra
	Department of		<u></u>
	Receipt of Docur	ment Handling Cl	13.4
PRN	1502202001922	Date	15/02/2020
Received fi lowards Do Registrar o	rom PRADEEP KISHNANI, Mobi ocument Handling Charges for the ffice Joint S.R. Kurla 3 of the Dis	le number 98905 e Document to be trict Mumbai Sub	p-urban District.
	Payı	ment Details	100
ank Name	sbiepay	Date	15/02/2020
ank CIN	10004152020021501573	REF No.	202004677192389
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Banl/Branch: PNB/POWAI(870900) Pmt Txn id : 140220M319652

Pmt DtTime : 14-02-2020@11:58:51 ChaflanIdNo: 03006172020021450007 District : 7101/MUMBAI

Stationery No: 16265397442462 Print DtTime: 为自己与5009402492

CRAS GRN : MH012094216201920S Office Name : IGR199/KRL3_JT SUB REGIST

StDuty Schm: 0030045501-75/Sale of Other NonJudicial Stamps SoS StDuty Amt : R 7,07,600/-(Rs Seven, Zero Seven, Six Zero Zero only)

RgnFee Schm: 0030063301-70/Ordinary Collections IGR

Rgntee Amt : R 30,000/-(Rs Three Zero, Zero Zero Zero only)

: B25/Agreement to sale/Transfer/Assignment Article

Consideration: R 1,17,93,000/-

Prop Mvblty: Immovable Consideration: R 1,17,93,000/Prop Descr : FLAT NO 201, SORRENTO, HIRANANDANI, GARDENS, POWAI, MUMBAI, Maharashtra

Duty Payer: (PAN-ABHPK6790K) PRADEEP KISHNANI Other Party: (PAN-AADCH8389P) HGP COMMUNITY PVT LTD

J.s.Baria

Bank officiall Name & Signature

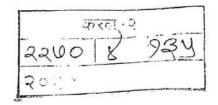
B 25.564 Bargk official2 Name & Signature --- Space for customer/office use - - - Please write below this line --- ---

AGREEMENT DATE 15/02/2020



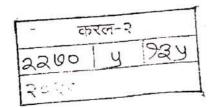
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AGREEMENT FOR SALE





PRADEEP And Mr./Mrs./Miss/AMs.

AFGPK4225A PAN No. ABHPKG790K AND hereinafter called the "ALLOTTEE/S" (which expression shall unless it be repugnant to the context or the meaning thereof mean and include in the case of individual, his/her/their respective heirs, executors, administrators and permitted assigns, in the case of partnership firm, the partner or partners for the time being of the Firm, the survivor or survivors of them and the respective heirs, executors, administrators of such survivor and in the case of Company/LLP, its successors in interest and permitted assigns) of the OTHER PART;

WHEREAS (1) LAJPATRAI M. VARMA (2) RAMNIKLAL L. DHARIA (3) KIRTANLAL M. DHARIA and (4) NATWARLAL M. KADAKIA, carrying on

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business in the firm name and style of M/S. N. LAJPATRAI DHARIA & CO. (hereinafter referred to as "the Original Owners"), were seized and possessed of or otherwise well and sufficiently entitled to pieces or parcels of lands or ground situated, lying and being at Village Powai Taluka Kurla in the Registration District and Sub-District at Mumbai City and Mumbai Suburban near that Powai, admeasuring 3,64,760 sq. mtrs. or thereabouts, hereinafter referred to as the Registration of the Registration admeasuring 3,64,760 sq. mtrs. or thereabouts, hereinafter referred to as the Registration of the Registration of the Registration admeasuring 3,64,760 sq. mtrs. or the Registration of t

AND WHEREAS by an Agreement for Development-cum-Sale dated 15th December, 1983 and made between the said Original Owners of the One Part and M/s. LAKE VIEW DEVELOPERS, as the Promoter was formerly known, of the Other Part, the said Original Owners agreed to sell and the Promoter agreed to purchase the aforesaid lands, then thought to be admeasuring 2,50,000 sq. yards. equivalent to 2,09,025 sq. mtrs. or thereabouts for the consideration and REC on the terms and conditions therein contained;

AND WHEREAS pursuant to the said Agreement for Development and sale dated 15th December, 1983, the said Original Owners executed Attorney in favour of a Partner of the Promoter on 15th day of December, 1984 authorizing him inter alia to do and carry out various acts, deeds, matters and things for and on behalf of the said Original Owners as contained therein:

AND WHEREAS the said Agreement for Development-cum-sale dated 15, the December, 1983 was subject to the Joint Survey of the said larger lands and subject to retention of certain area by the said Owners as contained therein:

AND WHEREAS pursuant to the said Agreement for Development-cum-sale dated 15th December, 1983, the said Original Owners have placed the Promoter in possession of the portion of the larger lands more particularly described Firstly

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in the First Schedule hereunder written (hereinafter referred to as the "Larger

ट्रम् (ठेन्ड्राम्)") with right to deal with, develop and dispose of the same;

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AND WHEREAS the said Larger Lands were subject to Reservation under the Bembay Metropolitan Region Development Authority under B.M.R.D.A. Act 1974 (hereinafter referred to as "the said Authority") for Powai Area Development Scheme ("PADS"):

Government for proposed development of the said Larger Lands out of their own resources, the said Authority agreed to dispose of the said Larger Lands on certain terms and conditions. The State Government had directed the said Authority to undertake execution of PADS;

AND WHEREAS by a Tripartite Agreement dated 19th November, 1986 and made between the Government of Maharashtra of the First Part, the said Authority of the Second Part and Harishchandra Chandrabhan Sharma and others, which include the Original Owners, of the Third Part, the State Government agreed to dispose of inter alia the Larger Lands;

AND WHEREAS pursuant to the said Tripartite Agreement, an Agreement to Lease was executed on 19th November, 1986, by the said Authority inter alia in favour of the said Original Owners and pursuant to the Original Owners having conceded and/or handed over interalia the said larger lands to the said Authority under the said Scheme as a result of acquisition under the B.M.R.D.A. Act, 1974,



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the said Authority agreed to grant a Lease for a period of eighty years with effect

from 19th November, 1986 in respect of the said Larger Lands Ir Original Owners on the terms and conditions therein contained;

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AND WHEREAS upon the Joint Survey the area of the land as set out in the Agreement for Development-cum-sale dated 15th December, 1983, was varied as recorded vide further agreements between the Parties and confirmation by the Original Owners. It was confirmed by the Original Owners that the lands which are the subject matter of aforesaid agreements are the same land which subject matter of the Tripartite Agreement dated 19th November, 1986 except for a portion of land admeasuring 14,717 sq. mtrs. retained by the Original Owners.

as more particularly described Firstly in the First Schedule herein

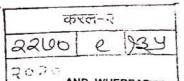
being the Said Larger Property;

AND WHEREAS the Lands forming part of PADS have been naturally divided by D.P. Roads into different Sectors and the same are being developed for last several years on layout development basis;

AND WHEREAS the Promoter is constructing a residential Building, being called SORRENTO on a portion forming part of the said Larger Property. The Sorrento Building is in Sector VI -A (having 2 other existing Buildings'); the said Sector VI-A which is presently having the Net Plot area of 5740.70 sq. mtrs. (excluding reservation), as per ther separate PR cards, as more particularly described Secondly in the First Schedule hereunder written, hereinafter referred to as the "Layout Plot". The latest Layout approved by Municipal Corporation of Greater Mumbai (MCGM) is dated 06.12.2019. The authenticated copy of the said approved Layout Plan of the Said Sector VI - A is annexed hereto and marked as

Annexure - "A";

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AND WHEREAS accordingly, the Promoter is entitled to develop Interalia a portion of the said Layout Plot admeasuring about 219.12 sq. mtrs. as more particularly described in the Thirdly in the First Schedule hereunder written. (hereinafter referred to as "the Project Land");

ND WHEREAS vide IOD dated 26.06.2018, MCGM has sanctioned plans for truction of the said Building Sorrento and Issued Commencement Certificate dated 23.10.2018 and further Commencement Certificate dated 24.01.2020 for the construction as contained therein;

AND WHEREAS the Promoter is entitled to allot and sell apartments and parking spaces in the Building SORRENTO, comprising of 2 basements + stilt + 1st to 22nd upper floors (hereinafter referred to as "Said Building")being constructed on the Project Land, as per the Amended plans letter dated 14.01.2020 by MCGM. The authenticated copies of the IOD Letter, the latest CC and Amended plans letter of the Sorrento Building, are annexed hereto as Annexures - "B", "B1" and "C" respectively, which are uploaded on the website of the Authority;

AND WHEREAS the title to the said Larger Lands has been certified by M/s. Chaphekar & Co., Advocates and Solicitors, as per their certificate of title, authenticated copy of which is annexed hereto as Annexure - "D";

AND WHEREAS the Project Land stands in the Revenue Records and Municipal records in the names of the said Original Owners / MMRDA; the authenticated copies of the P.R. Cards are annexed hereto as Annexure - "E collectively";

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agreed to purchase Apartment No. 201 , admeasuring 35.37 sq.mtrs. which is equivalent to 380 sq.ft. (carpet area), as per the definition under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as the "Said Act"), on the 2 floor of the said Building (hereinafter referred to as "the Said Apartment") along with the benefit to use ONE Mechanized Car Parking (if any), for the consideration and on the terms and constant.

hereinafter appearing;

AND WHEREAS the Promoter has registered the Project under the positive the Said Act and the Rules framed thereunder with the Real Estate Authority at Mumbai no.P51800021706 authenticated copy is attack.

Annexure - F':

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

AND WHEREAS by virtue of the Development-cum-Sale Agreement/Power of Attorney and aforesaid documents, the Promoter alone has sole and exclusive right to sell the Apartments, garages and covered/mechanized parking spaces in the said Building and to enter into agreement/s with the Allottee/s and to receive sale consideration in respect thereof;

AND WHEREAS M/s. Lake View Developers and some other entities have been merged with the Promoter under the Amalgamation/Merger Scheme sanctioned by the Bombay High Court on 18th November, 2016, vide common order in CSPs/483 to 489/2016. As a result thereof, the name M/s. Lake View Developers stood

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substituted with the name, HGP Community Private Limited, being the Promoter

herein, for all practical purposes;

AND WHEREAS on demand from the Allottee/s, and the Promoter has given inspection to the Allottee/s of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Promoters' Architect and of such other documents as are specified under the Sald Act and Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved he local authority have been annexed as Annexure - "G".

AND WHEREAS the Promoter has got some of approvals from the concerned local authority to the plans, the specifications, elevations, sections and of the said Building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Occupation Certificate of the said Building;

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

AND WHEREAS the Said Building is being constructed pursuant to and in compliance with the Orders, including common Order and Judgment dated 22nd February, 2012, passed by the Hon'ble Bombay High Court in PIL Nos.131 of 2008, 91 of 2008 and 21 of 2010 (Said PILs). Copies of the Orders, including the said common Order and Judgment are available on the official website of the

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High Court. As stipulated in said common Order and Judgment plassed in the Said PILs, no two flats shall be sold to the same person or any member of her/his family, being her/his spouse and children;

AND WHEREAS the Promoter has accordingly commenced construction of the said Building in accordance with the said sanctioned plans;

assurances of each other to faithfully abide by all the terms conditions and stipulations contained in this Agreement and all applicable laws.

AND WHEREAS, prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of Rs. 21, 12, 150 (Rupees TWENTY ONE LAKH SEVENTY TWO THOUSAND SEVEN HUNDRED AND FIFTY— Only), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing:

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

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees

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22 00 to sell and Be Vallottee/s hereby agrees to purchase the Apartment and the garage covered parking (if applicable):

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

The Promoter shall construct the said Building, on the Project Land, in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

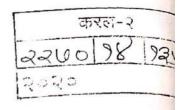
The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s Apartment No. 201 of admeasuring 35.37 sq.mtrs. (carpet area) equivalent to 380 sq.ft. (carpet area) on 2nd floor of Said Building (hereinafter referred to as the "Apartment") as shown in the Floor plan thereof hereto annexed as Annexure-"H", along with the benefit to use 0NE Mechanized Car Parking (Wany) for the consideration of Rs. 117,93,000 /: /-(Rupees ONE CRORE SEVENTEEN LAKHS NINETY THREE THOUSAND Only) including the proportionate price of the common areas and facilities appurtenant to the Apartment, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

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The Allottee/s has paid on or before execution of this Agreement, a sum of Rs. 21, 72, 7501- /- (Rupees TWENTY ONE LAKH

SEVENTY TWO THOUSAND SEVEN HUNDRED AND FIFTY Only) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of purchase consideration of Rs. 96 20, 2501-/- (Rupees NINETY SIX LAKHS TWENTY THOUSAND TWO HUNDRED AND FIFTY Only) in the following manner:

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- a. Rs. 1474 650 on or before 28-02-202.0
- b. Rs. 1823 700/ on completion of plinth
- c. Rs. 2,64,300 on completion of 2nd Slab
- d. Rs. 2 64 3 00 | on completion of 4th slab
- e. Rs. 2, 64 300 | on completion of 6th Slab
- f. Rs. 2,64300 on completion of 8th Slab
- g. Rs. 264300 on completion of 10th Slab
- h. Rs. 264300 on completion of 12th Slab
- i. Rs. 2643c0 on completion of 14th Slab
- j. Rs. 2.64 300 on completion of 16th Slab
- k. Rs. 264300 on completion of 18th Slab
- I. Rs. 264 300 | on completion of 20th Slab
- m. Rs. 264300 on completion of 22nd Slab
- n. Rs. 132 200 on completion of 23rd Slab (Terrace slab slab)
- on Completion of Walls, Internal Plaster, Floorings, Doors and Windows of the said Apartment.
- p. Rs. 608 OCC) on Completion of Sanltary Fittings, Staircases, Lift Wells, Lobbies of the said Apartment.
- on Completion of External Plumbing, External Plaster, Elevation, Terraces With Waterproofing, of the Said Building in which the said Apartment is located.
- electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, pavings of the areas appertain and all other requirements as may be prescribed in the agreement of sale of the Said Building in which the said Apartment is located.
- s. Rs. 2,42,600 on receiving Occupation Certificate.

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The aforesaid consideration amounts shall be subject to deduction of 1% TDS by the Allettee/s at the time of making payment of sale consideration, which under the amended provisions of Section 194 IA of the Income Tax Act, 1961, w.e.f., 1st September 2019, is inclusive of Agreement Value and all Other

and all submit copy of the TDS challan/s along with Form-16B to immediately after making payment.

The stal Price above excludes Taxes payable by the Allottees consisting that by way of GST and any other tax/s 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. The GST ON THE CONSIDERATION VALUE OF RS-1,17,93,000 - WILL BE BORNE BY THE PROMOTERS.

The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

2(e) The Promoter may, at the time of handing over possession of the sald Apartment, allow, in its sole discretion, a rebate for early payment/s of instalments payable by the Allottee/s quarterly compounded by discounting such early payment/s @ 12% per annum for the period by which the respective instalment/s has/have been preponed.

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system, which shall be in addition to the maintenance cost of the apartment/building. The Allottee/s hereto confirm/s having consented to the same and undertake/s not to raise any dispute/grievance in future in respect of the same.

- (ii) The Allottee/s has/have been informed by the Promoter that the types and sizes parking spaces (Covered/Mechanized/Open/Tandem) which may be allotted in the said Building, may vary as per layout and parking arrange The Allottee/s confirm/s that the Allottee/s has/haye also a week informed that he/they shall use the parking space parties of standard/permitted size, and that some larger S.U.V./M.U.V. etc. may not fit into the parking Allottee/s confirm/s and undertake/s the same and sh any dispute and/or claim in future in respect of the same in any manner.
- 4.1 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 concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee/s, obtain from the concerned local authority occupation certificate in respect of the Apartment.
- Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s and the common areas to the association of the Allottee/s after receiving the occupation certificate. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under

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The Promoter hereby declares that the Floor Space Index that would be available in respect of the said Project Land, is approximately 3970.00 square meters only by availing of TDR and/or FSI available on payment of premiums and/or Fungible FSI as contained in the Development Control Regulations. The Promoter has disclosed the total Floor space Index of about 3970.00 . square meters as proposed to be utilized by it on the Project Land and Allottee/s has agreed to purchase the said Apartment based on the proposed construction to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the pentire FSI shall belong to Promoter only. The Promoter shall be entitled to increased FSI, which may be available in future on modification to Development Control Regulations applicable to the said Project.

If the Promoter fails to abide by the time schedule for completing the Project and handing over the Apartment to the Allottee/s, the Promoter agrees, subject to what has been stated in clause (8) hereunder, to pay to the Allottee/s, who does not intend to withdraw from the Project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agrees to pay to the Promoter, interest as specified in the Rule, on all the amounts delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s(s) to the Promoter.

Without prejudice to right of promoter to charge the interest in terms of 7. sub clause 2(f) hereinabove on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to

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the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of instalments, the Promoter shall at its own option, may terminate this Agreement; Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post / Email at the addresses provided by the Allottee/s, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it breach or breaches mentioned by the Promoter within the period of motice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement and in such event the Allottee/s shall be intitled to pay 25% of the total consideration for purchase of the Apartment.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee/s to the Promoter.

- 8. The Promoter shall provide approximate price of the fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts to be provided by the Promoter in the said Building and the Apartment asset out in <u>Annexure 'I'</u> annexed hereto.
- 9. The Promoter shall give possession of the Apartment to the Allottee/s on or before 30thDecember, 2023, provided the Promoter has received the full purchase price of the Said Apartment and other amounts payable by the Allottee/s to the Promoter under these presents and provided the

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construction of the said Building is not delayed on account of nonavailability of steel, cement or other building material, water or electric supply and no act of God, Civil Commotion, Riot, War or any notice, Order, Rule, Notification of the Government and/or any other Public Body and/or Competent Authority and/or any order of Court / Tribunal / Forum and/or any reasons and/or circumstances beyond control of the Promoter, has disturbed the construction schedule of the Said Building and there is no delay in issue of Occupation Certificate by the MCGM and/or Planning Authority and circumstances beyond the control of the Promoter. If the Promoter for any of the aforesaid reasons beyond the control of the Promoter is unable to give possession of the Said Apartment by the date stipulated hereinabove, the Promoter shall be entitled to proportionate extension of time for handing over possession of the said Apartment. It is specifically agreed by the Allottee/s that, during such extension period, fillottee/s shall not be entitled to and shall not be allowed to cancel this Agreement and/or claim any interest. If the Promoter fails or neglects to give possession of the Apartment to the Allottee/s even after the period so extended because of any of the aforesaid reasons, then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by it in respect of the Apartment along with monthly compounded interest at the rate of 12% per annum. It is agreed that upon refund of the said amount with interest as aforesaid, the Allottee/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or in respect of the Said Apartment and/or Said Building or Project Land in any manner whatsoever and the Promoter shall be entitled to deal with and dispose of the Said Apartment to any person or party as the Promoter may desire.

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

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Connection, drainage connection and electricity connection Mahanagar

Gas Charges payable to the MCGM and/or to State Government. TATA

power, Adam energy or any other private electricity provider, other taxes
and/or payments of a similar nature becoming payable by the Promoter,
the same shall be paid by the Allottee/s to the Promoter in proportion to
the area of the Said Apartment. It is agreed that the betterment charges
referred to hereinabove shall mean and include pro-rata charges which
the Allottee/s may be called upon to pay by the Promoter in respect of
installation of water line, water mains, sewerage line, sewerage
electric cable, electric substation (if any) making and maintaining of
Internal Roads and access to the Project Land, drainage layout and all

11. In the interest of the Apartment Allottees of the SORRENTO Building, and for environmental safety, a Sewage Treatment Plant (STP) will be installed, which shall be operated and managed by the proposed Society of the Allottees of the Said SORRENTO Building at its costs as per statutory requirements.

other facilities till the charge of the Project Land is handed

Societies of the Allottee/s of the Apartments in the said Project La

- 12. The Promoter has informed the Allottee/s that he /she/it/they can use the common club houses in the complex, being Forest club and Eden club against payment of applicable charges.
- 13. Notwithstanding what is contained herein to the contrary, it is expressly agreed between the Promoter and the Allottee/s that the Promoter shall be entitled to utilize and enjoy either personally or through any nominee/s all area or areas forming part of the said Larger Lands as properly as may be available from time to time including areas reserved for public utility including recreation etc. by utilizing the same as the Promoter may deem





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Centre, Health Club, Club House, Hotel etc. and carry on such other activity or activities as the Promoter may desire on professional and/or commercial basis and the ownership of such construction and structures including right to own, manage, run and conduct such area or areas or structure or structures with right to transfer or assign benefit thereof and to recover and appropriate consideration received there from including from the day to day business thereof shall be that of the Promoter alone exclusively and the Allottee/s shall have no right thereto either in his individual capacity or through the Organisation of the Apartment Allottee/s. The Allottee/s doth hereby declare and confirm for the sake of clarity that the ownership of all such area or areas and construction by way of Recreation Centre, Health Club, Club House or Hotel etc., shall belong to the Promoter alone exclusively and the Allottee/s shall have no right to the same in any manner whatsoever.

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The Promoter reserve to itself the right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Larger Lands/ Layout Plot and the common right of ways at all times, by day and night, for all purposes and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and development of the said Larger Lands and the Layout Plot and if necessary to connect the drains, pipes, cables etc. under, over or along the land appurtenant to each and every building in the said Larger Lands including the Layout Plot, provided that the Promoter shall use their reasonable efforts to ensure that the Allottee/s enjoyment of the Said Apartment is not adversely affected.

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15.

So long as each of the Apartments / Covered/ mechanized Parking Spaces in the Said Building is/are not separately assessed for municipal taxes and water taxes etc., the Allottee/s shall pay to the Promoter or to

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

16. The Allottee/s confirm/s that he/she/they/it has/have agreed that

- (a) All internal dimensions for carpet area are from unfinished surfaces. Minor variations (+/-) upto 3% in actual carpet areas may occur on account of site conditions. In the event variation is more than 3%, the consideration will stand decreased or increased as the case may be, in proportion to such variation.
- (b) In toilets the carpet areas will be inclusive of pall walls.
- (c) In the tiles that will be used in the Apartment, there may be some imperfections, variations including shade variations, which someone may view as 'defect'. However, these imperfections/variations are normal in tiles.
- 17. At the time of registration of the conveyance of the structure of the Said Building, the Allottee/s shall pay to the Promoter the Allottee/s share of stamp duty and registration charges payable thereon, by such Organisation on the conveyance or any document or Instrument of transfer in respect of the structure of the Building, to be executed in favour of such Organisation.

4.6.

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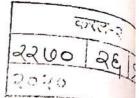
rovided it does not in any way affect or prejudice the rights of the Allottees in respect of the Said Apartment, the Promoter shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the Layout Plot more particularly described Secondly in the First Schedule hereunder written.

The Allottee/s and the person/s to whom the Said Apartment is permitted 19. to be transferred with the written consent of the Promoter, shall (i) observe and perform all the provisions of the Bye-laws and/or the rules and regulations of Organisation when formed and/or all the provision of the Memorandum and Articles of Association of such Organisation and the additions, alterations or amendments thereof for the observance and carrying out the building Rules and Regulations and the Bye-laws for the Time being of the Municipal Corporation of Greater Mumbai and other local and/or Public Bodies. (ii) observe and perform all stipulations and conditions laid down by Organisation regarding the occupation and use of the Said Apartment and shall pay and contribute regularly and punctually towards rates, cesses, taxes, expenses and all other outgoings.

It is agreed between the Promoter and the Allottee/s that after the notice 20. in writing is given by the Promoter to the Allottee/s that the Said Apartment is ready for use and occupation, the Allottee/s shall be liable to pay the proportionate share (i.e. in proportion to the area of the Said Apartment) as determined by the Promoter of all outgoings in respect of the Layout Plot / Project Land and the Building, including local taxes, cesses, rates and other charges, betterment charges and all other charges levied by the local authority, Government, Water Charges,

Insurance Charges, common lights, repairs, salaries of clerks, Bill

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Collector's Charges, Chowkidar and Sweeper Charges, maintenance charges and all other expenses necessary and incidental to the administration, Management and maintenance of the Project Land and the Said Building, including those mentioned in the Third schedule hereunder written and until the management of said Building is transferred to the Organisation of the Allottees, the Allottee/s shall pay to the Promoter the proportionate share of outgoings as may be determined by the Promoter.

21. The stamp duty and registration charges incidental to this remainder the stamp duty and registration charges incidental to this remainder that the stamp duty and registration charges incidental to this remainder that the stamp duty and registration charges incidental to this remainder that the stamp duty and registration charges incidental to this remainder that the stamp duty and registration charges incidental to this remainder that the stamp duty and registration charges incidental to this remainder that the stamp duty and registration charges incidental to this remainder that the stamp duty and registration charges incidental to this remainder that the stamp duty and registration charges incidental to this remainder that the stamp duty and registration charges incidental to this remainder that the stamp duty and registration charges incidental to this remainder that the stamp duty and registration charges incidental to this remainder that the stamp duty and registration charges are stamped to the stamp duty and remainder the stamp duty

immediately after the execution of this Agreement in any event not late than seven days from the date of execution of these presents, lower than seven days from the date of execution of these presents, lower than seven days from the date of execution of these presents, lower than seven days from the date of execution of these presents, lower than seven days from the date of execution of these presents, lower than seven days from the date of execution of these presents.

same for registration with the Sub-Registrar of Assurances and inform the Promoter the number under which and the day on which the same is registered, sufficiently in advance to enable the Promoter within reasonable time thereafter to attend the office of the Sub-Registrar of

Assurances and admit execution thereof at the costs and risk of the

Allottee/s.

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

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The Promoter shall in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this agreement shall have a first lien and charge on the Said Apartment agreed to be purchased by the Allottee/s.

The Allottee/s hereby covenant/s to keep the Said Apartment, walls and partition walls, sewers, drains, pipes and appurtenances thereto in good, tenantable and repairable condition and in particular so as to support, shelter and protect the parts of the Building other than the Said Apartment. The Allottee/s further covenants not to chisel or in any other manner damage the columns, beams, slabs or R.C.C. partition or walls or other structural members without the prior written permission of the Promoter. In the event of a breach of any of these conditions, the Allottee/s, apart from being liable to make good at his/her/its own costs, the damage caused because of breach/s, shall also be responsible for the consequences thereof.

25. It is expressly agreed that the Promoter shall be at liberty to make such minor changes or alterations as may be necessary due to aesthetic, architectural and structural reasons duly recommended and verified by an authorised Architect or Engineer.

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The Allottee/s shall not decorate the exterior of the Said Apartment otherwise than in a manner agreed to with the Promoter.

In the event of organisation of all the Allottee/s being formed and registered before the sale and disposal by the Promoter of all the Apartments, the powers and the authorities of such Organisation shall be subject to the overall authority and control of the Promoter in respect of all the matters concerning the Said Building and in particular the Promoter shall have absolute authority and control as regards the unsold Apartment

and disposal thereof; PROVIDED AND ALWAYS the Allottee/s hereby agree/s and confirm/s that in the event of such organisation being formed earlier than the Promoter dealing with or disposing off all the Apartments in the Said Building then and in that event any Allottee/s or Allottee/s of Apartments from the Promoter shall be admitted to such Organisation on being called upon by the Promoter without payment of any premium or any additional charges save and except Rs.500/- (for individual) and Rs.1000/- (for non-individual) towards share money and Rs.100/ entrance fee and such Allottee/s or transferee thereof shall be admitted to such Organisation.

- Any delay or indulgence by the Promoter in enforcing the Agreement or any forbearance or giving of time to the Allottee/s be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s nor shall the same in any manner prejudice the rights of Promoter.
- Stamp Act. If any stamp duty over and above the stamp duty alread paid on this Agreement is required to be paid or is claimed by the Superintendent of Stamps or Concerned Authority, the same, including the penalty, if any, shall be borne and paid by the Allottee/s alone. The Promoter shall not be liable to contribute anything towards the stamp duty and/or penalty. The Allottee/s shall indemnify the Promoter against any claim from the Stamp Authorities or other Concerned Authority in respect of the stamp duty and/or penalty to the extent of the loss or damage that may be suffered by the Promoter. The Allottee/s shall also fully reimburse the expenses that may be required to be incurred by the Promoter in consequence of any legal proceedings that may be instituted by the

authorities concerned against the Promoter for non-payment and/or under payment of stamp duty and/or penalty by the Allottee/s.

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30.1.

Procedure for taking possession – The Promoter, upon obtaining the occupation certificate from the competent authority and after the Allottee/s makes all payments to the Promoter as per this Agreement, shall offer in writing the possession of the Apartment, to the Allottee/s in terms of this Agreement to be taken within 1 (one) month from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee/s, provided the Allottee/s has not committed breach of any of the terms and conditions of this Agreement. The Allottee/s agree(s) to pay the maintenance charges and property tax charges from the date of occupation certificate irrespective of whether the Allottee/s has taken possession of the said Apartment or not.

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

a written intimation from the Promoter, as per clause 30.1, the Allottee/s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings prescribed in this Agreement and any other documentation as may be required, and the Promoter shall give possession of the Apartment to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 30.1, the Allottee/s shall continue to be liable to pay maintenance charges, electricity charges, municipal taxes and other taxes as levied by any other competent authority as applicable.

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- Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Apartment or the Sald Building in which the Apartment are situated then, subject to clause 39 hereunder and provided the Allottee/s is not guilty or responsible for such defect, wherever possible such defects shall be rectified by the Promoter. However, it is specifically agreed by and between the Promoter and the Allottee that, if the Allottee does any alterations and/or cause damage the waterproofing in the Apartment, the Promoter shall not be able for any defect liability.
- 30.5 The Promoter is providing Air conditioners, Modular kitchen, Research, washing machine, oven, chimney, hob, water purifier and water. The Allottee/s himself/itself shall maintain the same at his own cost. The Promoter shall not be liable for any break downs or defects therein in any manner. The Promoter will hand over the warranty cards (if provided by the manufacturer) for the electronic items provided in the Apartment. In case of any problem, the Allottee shall directly pursue with the concerned manufacturer/agency for getting the same repaired/replaced.
- 31. The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space, if any, only for purpose of keeping or parking vehicle of his own only.
- 32. The Allottee/s along with other Allottee/s of Apartments in the Said Building shall join in forming and registering the Society 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

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formation and the registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the Society of the Allottee/s in the Said Building. 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 any other Competent Authority.



The Promoter shall, within three months of issuance of Occupation Certificates by the MCGM to all the Buildings in the Said Sector VI -A, subject to receiving full payment of consideration from all the Allottees and on fulfilment of the terms and conditions of the MMRDA and under the said Tripartite Agreement dated 19th November, 1986, cause to be transferred to the Society all the right, title and the interest of the Promoter in the structure of the Said Building in which the said Apartment is situated (excluding basements and podiums), subject to the Promoter's rights to construct and dispose of the remaining apartments, if any.

The Promoter shall, within three months of registration of the Federation/apex body of the Societies of the Allottee/s of all the buildings in the said Sector/Layout Plot or after the Land covered by the Tripartite Agreement dated 19th November, 1986, is fully developed as contained in the said Tripartite Agreement dated 19th November, 1986, whichever is later, cause to be transferred to such Federation/Apex body, all the right, title and the interest of the Original Owner / Promoter in the Layout Plot.



33.3 Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Apartment is ready for use and occupancy, the

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Allottee/s shall be liable to bear and pay the proportionate starte the on proportion to the carpet area of the Apartment) of outgoings in respect of the Layout Plot / Project Land namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Layout Plot / Project Land and Building. Until Society is formed and the said structure of the Building in which the said Apartment situates is transferred 14 to the REG Allottee/s shall pay to the Promoter such proportionate share as may be determined. The Allottee/s further agrees that till share is so determined the Allottee/s shall pay to ti adhoc/provisional monthly contribution of Rs.8,333/- per mo the outgoings. The amounts so paid by the Allottee/s to the Pro shall not carry any interest and remain with the Promoter until a conveyance of the structure of the Building in which the said Apartment situates is executed in favour of the society as aforesaid. On such conveyance / being executed for the structure of the Building in which the said Apartment situates, the aforesaid amounts(less deduction provided for in this Agreement) shall be paid over by the Promoter to the proposed. Society.

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

(a) To make necessary payments in the manner and within the time as specified in this Agreement and shall pay at proper time and place, stamp duty, registration charges, the share of municipal taxes, water and electricity charges, maintenance charges, ground rent and all other charges, payments.

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करल-२ (b) To pay the ad-hoc pro-rata maintenance charges towards the out-2200 33 'Goilds of the Layout Plot/Project Land.

at 12% p.a., till the amount is paid to the Promoter for any delay in payment of any of the instalments and any other amount/charges or deposits agreed to be paid under this Agreement, without prejudice to the rights of the Promoter of termination of the Agreement as per the terms of this Agreement.



(d) To sign the requisite applications and other documents / information for registration of the Society.

(e) To take possession of the said Apartment within a period of one month from the date of intimation by the Promoter of Occupation Certificate having been received.

35. The Allottee/s shall on or before delivery of possession of the said Apartment pay to Promoter, the following amounts:-

- (i) Rs. 500/- (for Individual), Rs. 1000/- (for non-individual) towards share money, Rs. 100/- application entrance fee of the Society,
- (ii) Rs.9,400/- towards expenses for formation and registration of the society and incidental charges.
- (iii) Rs. _____/- for proportionate share of taxes and other charges / levies in respect of the Federation / Apex body.
- (iv) Rs.1,00,000/- towards adhoc/provisional contribution towards outgoings of Society and property taxes.
- (v) Rs. _____/- for deposit and charges towards Water, Electric, drainage, sewerage connection and other utility and services connection charges.



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vi) Rs____/- towards deposit and charges for electrical receiving and Sub Station provided in the Layout Plot.

(vii)Rs._____/- towards Legal &Documentation charges

(viil) Rs.10,000/- towards Mahanagar Gas Connection charges

The amounts towards provisional outgoings, as contained in sub-clause (i) &(iv) hereinabove will be transferred by the Promoter to the Society as and when management of the said Building transferred to such Society, after deducting therefrom of a cars of taxes and expenses, as contained in Third Schedule herein far. It is agreed that the Promoter is not liable to pay any interest and the aforesaid amounts towards provisional outgoings.

The aforesaid amounts mentioned in sub-clause (ii), (iii), (iiii), (iiii), (iiii), (iiii), (iiii), (iiii), (iiii), (iiiii), (iiii), (iiiii), (iiii), (iiiii), (iiii), (iiiii), (iiii), (iiiii), (iiii), (iiiii),

(vii) & (viii) shall be utilised by the Promoters to meet the expenses as mentioned therein and no interest will be payable on aforesaid amounts.

Apartment, pay Rs.1,00,000/- to the Promoter to meet the future maintenance of Internal Layout Roads. Recreation Areas. Stree Lighting etc. and for the purpose of maintenance and upkeep of recreation areas and other facilities which the Promoter provides in Hiranandani Gardens Complex (PADS). It is clarified that the said amount Rs.1,00,000/- is not by way of consideration for acquiring the Said Apartment by the Allottee/s but for the purpose of lumpsum payment of future maintenance in respect of the aforesaid area. It is further agreed that the Promoter will have right, and good power to invest the said amount or amounts for the betterment of the common infrastructure by the Promoter and the Allottee/s shall have no right to the said amount and the Allottee/s shall not claim either refund thereof or hold the

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repairs thereof, street lighting etc. It is also repeated and confirmed that the Promoter will make arrangement for the aforesald maintenance work and make diligent efforts in that behalf. However, the Promoter shall not be liable for any act of commission or omission or failure in future maintenance or repairs of internal layout roads, street lighting and other areas by reason of the fact that the aforesald amount is paid by the Allottee/s to the Promoter and the Promoter will endeavour in reasonable manner to provide for the same. It is agreed that the Promoter will be entitled to provide for a body or association as the Promoter may deem fit so as to maintain the said internal layout roads, street lighting etc. through the medium or instrument of such body or association as the case may be. The Promoter shall be entitled to transfer the said amount or balance thereof to

Promoter liable in that behalf in any manner whatsoever. It is

greed that the Promoter shall be entitled to utilize the said mount for the purpose of the aforesaid arrangement in respect of the maintenance of internal layout roads, recreation areas and

36.

The Allottee/s shall pay to the Promoter a sum of Rs. meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection

any other amount or amounts in any manner whatsoever.

such body or association as the case may be and whereupon the Promoter shall be absolved of all their liabilities in respect of the said amount and application and utilization thereof. The Allottee/s declare/s and confirm/s that the payment of the said sum as stated hereinabove is over and above the purchase price and also the various deposits and charges agreed to be paid by the Allottee/s and the same shall not be set off or adjusted against

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with formation of Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

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

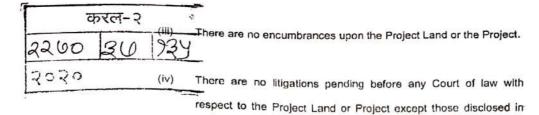
38. REPRESENTATION AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee/s as fo

Lands (which includes the Project Land); as declared in the title reports annexed to this Agreement and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project;

(ii) 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.

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the title reports:

SUBJECTION OF STREET

All approvals, licenses and permits issued by the competent authorities with respect to the said Project/Project Land 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 said Project/Project Land and said Building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project/Project Land, Building and common areas;

- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;



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(viii) 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;

discharge, till Promoter offers possession of the said Apartment to the Allottee/s, undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities.

authority or any legislative enactment, government or any other or authority or any legislative enactment, government or any notice, order, notification (including any notice for acquisition of the said property) has been received or served upon the Promoter in respect of the said Project Land, except those disclosed in the title certificates.

39. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows —

tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the Said Building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Said Building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

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Not to do or suffered to be done anything to the said Building करल-२ entrance canopy, which may be against the rules, regulations or bye-laws of concerned local or any other authority.

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

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

(v) Not to change the position of washing machine provided in the Said Apartment or any accessories in respect thereof in any manner. The Allottee/s shall be liable to make good any damage caused as a result of the Allottee/s not complying with the said condition.

(vi) Not to affix or put any grills outside the windows of the Said Apartment as well as not to change material, color, holes, windows, chajjas, railings, etc., which has the possibility of spoiling the exterior elevation of the Apartment and/or the said Building.

Not to chisel or break or cause any damage to the columns, (vii) beams, walls, slabs or R.C.C. pardis or other structural members

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the said Building or on the pardis/parapets/railing previded in the said Building. Further, the Allottee/s is not entitled to make any kind of holes/ core cuts etc. in R.C.C. in R.C.C. slabs or any structural members. The Promoter has informed the Allottee/s that all the R.C.C. members, flooring, walls etc. form the structural members of the entire Building and/or modification thereto and/or any changes therein either structural or elevational, require strict technical inputs, since any damage to them would result in technical inputs, since any damage to the would result in lead to serious implications not only to the Said Building, which may be greatly to the Said Building. The Promoter has also informed to the latest technical also be criminally liable/ punishable under the serious relevant provisions of law.

- (viii) Not to put or keep flower / plant pots, signboards and / or any object outside the windows of the Said Apartment.
- (ix) 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 Said 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 case while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the Said Building in which the Apartment is situated, including entrances of the Said Building in which the Apartment is situated and in case any damage is caused to the Said 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.

N. P. Krishna

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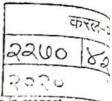
To carry out at his own all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the Said Building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the Said Building or the Said 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 Said Building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society, as the case may be.



Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land/ the Sald Building in which the Apartment is situated or any part thereof or

M.P. Kishne



whereby any increased premium shall become payable in respect of the insurance.

- (xiii) 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 Layout Plot/the Project Land and the Said Building in which the Apartment is situated.
- (xiv) (a) As per one of the conditions of the IOD,

 (i) to ensure that the Allottee/s and proposed society of Allottees, separate all dry and wet garbage and(ii) to garbage on the same plot as per the requirement of the and comply with necessary requirements of MCGM in this per from time to time.
- (xv) Not to use any location of all designated refuge areas in the Said Building for storage of goods or placement of ODUs and/or any such personal usage at all.
- (xvi) To pay to the Promoter within thirty days of receipt of demand notice issued by the Promoter his/her/their share of additional security deposit/charges/premium, if any, that may be demanded by the concerned local authority or Government for giving water, drainage, electricity or any other service connection to the Said Building / Said Building in which the Said Apartment is situated.
- (xvii) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit / additional security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Said Building in which the Apartment is situated.





The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has intimated in writing to the Promoter.

The Allottee/s shall observe and perform all the rules and regulations which the Society or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society / Apex Body / Federation regarding the occupancy and use of the Apartment in the Said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

Till a conveyance of the structure of the Said Building in which Apartment is situated is executed in favour of society, the Promoter and their surveyors and agents, with or without workmen

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and others, shall be entitled, at all reasonable times, to enter into and upon the Said Building and any part thereof to view and examine the state and condition thereof.

(xxii) Till lease/assignment of the Layout Plot of which the said Building forms part of, is executed by the Owner of the said Larger Lands i.e. MMRDA in favour of Apex Body or Federation of the societies of the Allottee/s of Apartments / flats in the Said Building in the said Layout, the Promoter shall be entitled to and the Allottee/s shall not object to the Promoter and its surveyors and area with or without workmen and others, at all reasonable times is enter into and upon the Layout Plot or any part thereof, including the Project Land, to view and examine the state and condition thereof. It is agreed by the parties hereto, which the Allottee/s specifically confirms that such lease/assignment will be executed by the Owner i.e. MMRDA only after the Lands covered by the Tripartite Agreement dated 19th November, 1986, are fully developed, as per the terms and conditions of the said Tripartite Agreement.

(xxiii) Until the Lands covered by the Tripartite Agreement dated 19 November, 1986, are fully developed as provided in the said Tripartite Agreement, not to obstruct or prevent the Promoter in any manner whatsoever from carrying out further construction of buildings or structures on the Lands covered under PADS, in such manner as the Promoter may deem fit and proper, as per the sanctioned plans.

The Allottee/s agree/s to follow, bind himself/themselves and agree to indemnify the Promoter by giving irrevocable undertaking not to combine/amalgamate two adjacent apartments in the Said Building in any manner whatsoever or do any alteration/s in the

Building in any manner v

M. F. Kishna

layout of the said Apartment, because of which the approved/sanctioned area of the said Apartment is increased.

) The Allottee/s agree and undertake not to raise any nature of objection and record his/her/their consent for giving access to the third party plot/s going through the plot/building compound, to such owners/possession holders of the third party plots within the said plot.

The Allottee/s agrees to sign an undertaking confirming interalia above being Annexure - "J", before claiming/taking possession of the said Apartment.

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the all outgoings, and shall utilize the same only for the purposes for which they have been received.

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 the said Building or any part thereof or the Project Land. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the Building in which the said Apartment situates, is transferred to the Society or other body and until the said Layout Plot is transferred to the Apex Body / Federation as hereinbefore mentioned.

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42. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

43. BINDING EFFECT

Forwarding this Agreement to the Allottee/s by the Promoter create a binding obligation on the part of the Promoter or the Alignetis until, firstly, the Allottee/s signs and delivers this Agreement with all it schedules along with the payments due as stipulated in the Payment Plan within 30 (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(s) to execute and deliver to the Promoter this Agreement within 300 days from the date of its receipt by the Allottee/s and/or appear bet Sub-Registrar for its registration as and when intimated by the Pro then the Promoter shall serve a notice to the Allottee/s for rectifying default, which if not rectified within 15(fifteen) days from the date of receipt by the Allottee/s, application of the Allottee/s for the Said Apartment shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s, without any interest or compensation whatsoever, after deducting therefrom 10% of the consideration amount as compensation/ damages.

44. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter

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and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment

or Building, as the case may be.

45. RIGHTS TO AMEND

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

PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S

It is clearly understood and so agreed by and between the Partles hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project Land / Building shall equally be applicable to and enforceable against any subsequent Allottee/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

47. SEVERABILITY

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

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48. METHOD OF CALCULATION OF PROPORTIONATE SHARE

WHEREVER REFERRED TO IN THE AGREEMENT

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

49. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge that delivered the other such instruments and take such other actions, in accritions that instruments and actions specifically provided for herein reasonably required in order to effectuate the provisions.

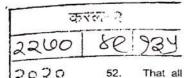
Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

50. 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 Branch Office, at Olympia, Powai at Mumbai, Maharashtra and after the Agreement is duly executed by the Allottee/s and the Promoter, the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai, Maharashtra.

51. The Allottee/s and/or Promoter shall present this Agreement as well as the conveyance / assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter or its authorised signatory will attend such office and admit execution thereof.

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

Allottee/s Address

:202 BLOSSOM SHIV SHRISHTI COMPLEX SAI SECTION, OPP. WATER PARK.

AMBERNATH (E) 421501

Notified Email ID

: papankishnani @g mailicom

Promoter Register Office Address : 514, Dalamal Towers,

Nariman Point,

Mumbai - 400021

romoter Branch Office Address

: Olympia Building,

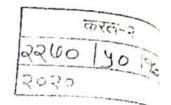
Hiranandani Business Park,

Powai, Mumbai - 400 076

Notified Email ID

: krishnakumar.jeena@hiranandani.net chauhan.savitri@hiranandani.net

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



53. JOINT ALLOTTEE/S

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

54. STAMP DUTY AND REGISTRATION

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottes/s alone. MIS: High: Community Pyt Lip

55. DISPUTE RESOLUTION

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

56. GOVERNING LAW

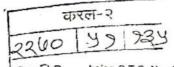
That the rights and obligations of the parties under or arising Agreement shall be construed and enforced in accordance with of India for the time being in force and the courts in Mumbai, will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Mumbai, Maharashtra in the presence of attesting witness, signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFERRED TO -

FIRSTLY ALL THOSE pieces or parcels of land or ground situate, lying and being at Village Powai near I.I.T., off AdiShankaracharya Marg, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and

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being C.T.S. No. 4, 5, 8, 9, 10, 11, 12, 13(pt), 14(pt), 16(pt), 17, 18(pt), 19(pt), 24 (pt) & 25 of Village Powai and admeasuring 3,64,760 sq. mtrs. or thereabouts excluding 14,717 sq. mtrs. area retained by the sald M/s, N. Lajpatral Dharla & Co.

SECONDLY ALL THOSE pieces or parcels of land or ground, situate lying and being at village Powal, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, being Sector VI - A, admeasuring about 5740.70 sq. mtrs. excluding reservation, bearing old CTS Nos. 13 (pt), 14 (pt) & 16 (pt) and bearing new CTS nos.13A/1/1A/3 and 10 B/3 of Village Powai.

THIRDLY A PORTION OF ALL THOSE pieces or parcels of land or ground, rituate lying and being at village Powal, In the Registration District and Sub-Diatrict of Mumbai City and Mumbai Suburban, admeasuring about 219.12 sq. milts., bearing C.T.S. Nos. 13A/1/1A/3 (PT.) & 10 B/3 (PT.) of Village Powal, gming part of the Layout of Sector VI -A.

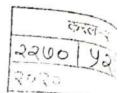
SECOND SCHEDULE ABOVE REFERRED TO -

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

Pro-rata right along with the Allottees of Apartments in said Building in limited common areas and facilities as follows (this does not apply in the case of premises other than Apartment) : (I) Staircase (ii) Main Entrance Hall (IiI) Lifts and Lifts Lobbles on each floor (Iv) Common Servants Toilets.

THIRD SCHEDULE ABOVE REFERRED TO -

The expenses of maintaining, repairing, redecorating, etc. of the main structure and in particular the terrace, garden and main water pipes, lift



and electric wires in, under or upon the Said Building and enjoyed or used by the Apartment holder/s in common with the other occupiers of flats and the main entrance passages, landings, lifts and staircases of the Said Building or enjoyed by the Apartment holders used by him/her/them in common as aforesaid and the boundary walls of the Building, compound, terraces etc.

- The cost of cleaning and lighting the passages, water pump, landing, staircases. lift, common lights and other parts of the Said Building used by the Apartment holder/s in common as aforesaid.
- 3. The cost of the salaries of clerks, bill collectors, liftmen, chay pump-man, sweepers etc.
- The cost of working and maintenance of common light, water 4. and other service charges.
- 5. Municipal and other taxes such as water charges bills, electricity charges bills, cesses, levy and revenue, N.A. taxes etc.
- 6. Insurance of the Said Building.
- 7. All the expenses relating to Sewerage Treatment Plants (STP's) including for maintenance, treating water, electricity etc.
- 8. Such other expenses as are necessary or incidental for the maintenance and upkeep of the Building alongwith parking spaces and Project Land.

SCHEDULE 'A'

Apartment bearing number 201 on the $2^{n^{cl}}$ floor, in the Building Sorrento being the said project, admeasuring 35.37 sq.mtrs. (carpet area) equivalent to 380 sq.ft. (carpet area) ("said Apartment") and bounded as follows -

On or lowards the East

On or towards the West

On or towards the North

On or towards the South

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	SIGNED AND DELIVERED BY THE	For HGP COMMUNITY PVT. LTD.	
3030	WITHINNAMED Promoter	For HGP COMMUNITY PVI. LIB.	
	HGP COMMUNITY PVT.LTD.,) Pirector / Authorized Signatory	
	PRAKASH SHAH) piractor / Authoriged Signatory	
	(through its Authorised Signatory)	,	
)	
	WITNESSES:	1000	
	1.Name	We sha we are to the same of t	
	Signature A		,
	#(E	3121	
	2. Name PRAKASH BHOJALE . (*	(CD)	
	Signature Brosul	Transfer of the second	
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	WITHINNAMED		
	Allottee/s	VT EEE EEE EE	
	(1) PRADEEP KISHNANI)	
	(2) NEWA KISHNANI) N.P. Kishner	
	(3)		
	(4)		
	At on		
	In the presence of WITNESSES :-		
	INAMUH PACIV emen.1)	
)	
	Signature		1 2000
	1	W 3/4	
	2. Name Santosh Kumbban		
	Signature		
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Received of and form the Allottee/s above named the sum of Rs. 21.72 7501- (Rupees TWENTY ONE LAKH SEVENTY TWO THOUSAND SEVEN HUMBRED AND FIFTY ONLY) ON EXECUTION of this Agreement towards advance money or application fee.

I say received. -

The Promoter/s/Authorised Signatory

ANNEXURE - A

(Authenticated copy of the latest Plan of the Layout as approved by the

concerned Local Authority)

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ANNEXURE - B

(Authenlicated copies of the IOD letter)

ANNEXURE - B1

(Copy of latest Commencement Certificate)

ANNEXURE - C

thenticated copies of the letter of latest Amended Plans)

ANNEXURE - D

Title Report/ Certificate

ANNEXURE-E

(Authenticated copies of Property Cards showing nature of the title of the Original Owner/MMRDA to the Project Land).

ANNEXURE - F

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

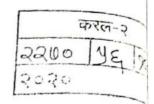
ANNEXURE - G

Plans

ANNEXURE - H

(Floor Plan)

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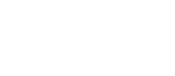
ANNEXURE - I

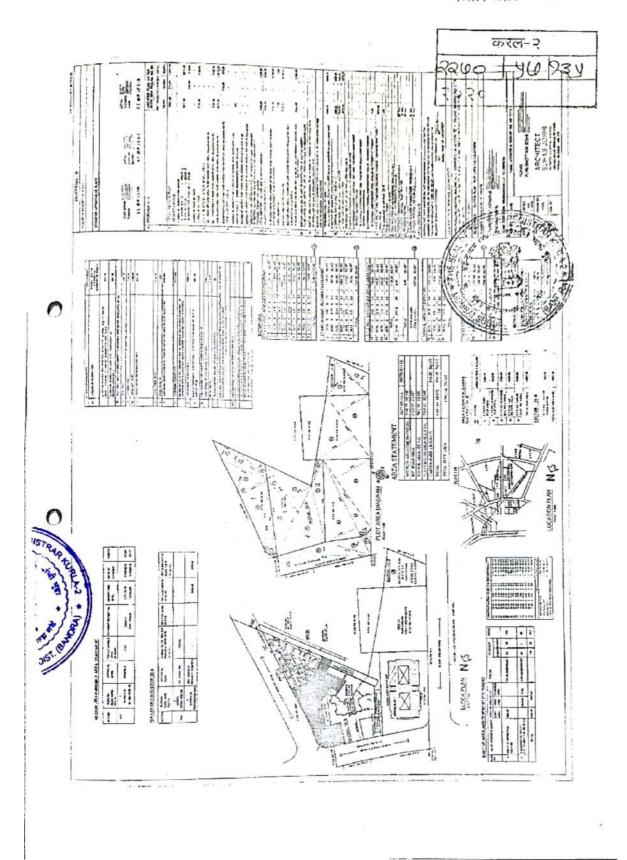
(General Specification and amenities for the Apartment and the Building Other than servant rooms/servant toilets if any)

- 1. R.C.C. Frame Structure.
- 2. Tile Flooring in Living room, bedroom, kitchen and passage (Tile Rs.100/-
- 3. Tile Flooring and Dado in toilets (Tiles Rs.50/- per sq. ft.)
- WC with flush tank and fittings (Rs. 15,000/- per set) and fittings (Rs.14,000/- per set).
- 5. One door bell.
- 6. Lifts (Rs.50 Lakhs per elevator)
- Wash basin with mixer and fittings (Rs.7500/- per set)
- Kitchen platform with sink, tile dado and fittings.
- Main door with mortise lock painted / laminate / polished / from inside & outside.
- 10. Building exterior and interior with quality paints.
- 11. Entrance half suitably decorated.
- 12. Modular type electrical switches/sockets (Rs.5500/- per apartment)
- 13. Air Conditioner Split Units in Living and Bedrooms (Rs.15000/- per unit)
- Modular Kitchen cabinets along with refrigerator, washing machine, oven, chimney, hob, water purifier and water heater.

ANNEXURE- "J"

Copy of Undertaking from Allottee/s





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in replying please quote No and date of this letter.

MUNICIPAL CORPORATION OF GREATER MUMBAI

Intimation of Disapproval under Section 345 of the Mumbai Municipal Corporation Act, 25 amended up to date.

No. CHE/ES/2929/S/337(NEW)

MEMORANDUM

Surendra Hiranandani

Olympia, Central avenua, Hiranandani Business Park, Powal, Mumbal-400076

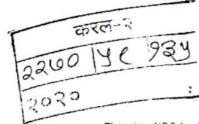
With reference to your Notice 337 (New) , letter No. - dated. 10/11/2017 and the plans Specifications and description and further particulars and details of your buildings at Proposed Residential Bidg. No. 2 (Scrrento) on Sector-VI-A on land bearing C.T.S. Nos. 13-A/1/1A, (PT.), 14C (PT.) & 16 A (PT.) of village Powal., CTS NO.13-A/1/1A, (PT.), 14C (PT.) & 16 A (PT.) furnished to me under your letter, dated 10/11/2017. I have to inform you that, I cannot approve of the building work proposed to be erected or executed, and I therefore hereby formally intimate to you, under SER 346 of the Mumbai Municipal Corporation Act as amended up to-date, my disapproval by reasons thereof :-

A: CONDITIONS TO BE COMPILED WITH BEFORE STARTING THE WORK.

- That construction area shall exceed 20,000 smt. Without obtaining NOC from MOEF
- That the Janata Insurance Policy shall not be submitted.
- That the requisitions of clause 45 & 46 of DCR 91 shall not be complied with and records of qu work, verification report, etc. shall not be maintained on site till completion of the entire work.
- That the bore well shall not be constructed in consultation with H.E. A
- That the work shall not be carried out between sunrise and sunset, and the provision of notification issued by Ministry of Environment and Furest department dated 14.2 2000 and Rules framed for noise pollution (Regulation & Control) Rules 2000 shall be duly observed.
- That the Board shall not be displayed showing details of proposed work, name of owner, developer, 6
- That the necessary deposit for hoarding or the flex of required size for the advertisement of proposal 8
- That the balance pre-requisitions as per manual of EoDB shall not be submitted

Page 1 of 9 On 26-Jun-2018

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- That the NOC for SWM department shall not be submitted
- That the remarks for Mechanical ventilation and air conditioning shall not be submitted 10

C: CONDITIONS TO BE COMPILED BEFORE FURTHER C.C.

- That the plinth/still height shall not be got checked by this office staff
- That MoEF NOC shall not be submitted eventhough construction area exceeds 20,000 smt. 2
- All the payments as intimated by various departments of MCGM shall not be paid. 3
- That the amended Remarks of concerned authorities / empanelled consultants for the approved plan, if differing from the plans submitted for remarks ,shall not be submitted for a) S.W.D. b) Parking c)
 Roads d) Sewerage e) Water Worksf) Fire Fighting Provisions g) Mechanical Ventilation h) Tree
 authority i) Hydraulic Engineer j) PCO k) MMRDA/MHADA I) MHCC NOC m) Jail NOC n) CRZ NOC o) STRA) (allway NOC p) Highway NOC q) High Tension Line r) NOC from Electric Supply Company s) Defense

That set back land free of compensation and free of any encumbrance shall not be handed over to and pessession receipt shall not be submitted from Assistant commissioner of the ward.

The reservations affecting land u/r shall not be handed over to MCGM.

Abayin the event setback and /or reservation is not handed over then at FCC , area equivalent to the and of Setback and /or reservation shall not be restricted till such area is handed over or as per Juliar issued from time to time.

That the Material testing report shall not be submitted.

- That the quarterly progress report of the work will not be submitted by the Architect.
- That the application for separate P.R.C. In the name of M.C.G.M. for road set back / D.P. Road/reservation in the layout shall not be submitted 10
- Civil Aviation NOC shall not be submitted before exceeding the height of building as mentioned in Table no. of DCR 1991.

D: GENERAL CONDITIONS TO BE COMPILED BEFORE O.C.

- That the low lying plot will not be filled up to a reduced level of at least 27.55 M Town Hall Datum or That the low lying plot will not be filled up to a reduced level or at least 27.55 M Town Hall Datum or 0.15 m above adjoining road level whichever is higher with murum, earth, boulders etc. and will not be leveled, rolled, consolidated and sloped towards road side
- That Society Office permissible as per DCR before occupation for the building under reference shall not 2
 - That Fitness Centre permissible as per DCR before occupation for the building under reference shall not be constructed. (if applicable)

That the dust bin will not be provided.

That 3.00 mt. wide paved pathway upto staircase will not be provided.

That the open spaces as per approval, parking spaces and terrace will not be kept open. That the construction of layout road or access roads/ development of setback land will not be done and that the construction or layout road or access roads, obvelopment or setback land will not be developed accordingly including providing street lights and the access and setback land will not be developed accordingly including providing street lights and

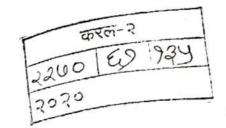
S.W.D. only if additional FSI is being claimed.

Page 2 of 9 On 26-Jun-2018

- That the name plate/board showing Piot No., Name of the Bldg. etc. will not be displayed at a prominent place.
- That carriage entrance shall not be provided as per design of registered structural engineer and carriage entrance fee shall not be paid.
- That terraces, sanitary blocks, nahanis in kitchen will not be made Water proof and same will not be provided by method of pounding and all sanitary connections will not be leak proof and not be done in presence of licensed plumber .
- That final N.O.C. from concerned authorities / empanelled consultants for a) § Roads d) Sewerage e) Water Works () CFO / Fire Fighling Provisions g) Mech authority i) Hydraulic Engineer j) MMRDA/MHADA shall not be submitted being
- That Structural Engineeres laminated final Stability Certificate along with u 12 R.C.C. design canvas plan shall not be submitted.
- That the separate vertical drain pipe, soil pipe, with a separate gully trap, was 13 for Maternity Home/Nursing Home, I-E Building Proposal Page 46 user will no Wided and the drainage system or the residential part of the building will not be affected if a
- 14 That the construction of D.P. road and development of setback land will not be de providing street lights and S.W.D.
- That canvas mounted plans shall not be submitted along with Notice of Completion of work u/s 15 353A of M.M.C. Act for work completed on site.
- 16 That Site Supervisor certificate for quality of work and completion of the work shall not b prescribed format.
- 17 That the vermiculture bins shall not be provided.
- That the dry and wet garbage shall not be separated and the wet garbage generated in the 18 shall not be treated separately on the same plot by residents /occupants of the building juriediction of MCGM. Necessary condition in sale agreement with prospective buyer shall incorporated to that effect by the Developer / Owner.

Page 3 of 9 On 26-Jun-2018





() That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves of the roof on the public street.

() That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements. but not otherwise you will be at liberty to proceed with the said building or work at anytime before the but not so as to contrivance any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time In force Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.

Executive Engineer, Building Proposals. Wards.

SPECIAL INSTRUCTIONS

HANTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.

2 whiter Section 53 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbas and outside the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.

William Section 8 of the Commissioner has fixed the following levels:

3-Under Byelaw, No. 8 of the Commissioner has fixed the following leve's :-

"Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall be-

- a) Not less than, 2 feet (60 cms.) above the center of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be- laid in such street.
 b) Not less than 2 feet (60 cms.) Above every portion of the ground within 5 feet (160 cms.) -of such building.
 c) Not less than 92 ft. (((TownHall)) above Town Hall Datum.
- c) Not less than 92 ft. ([!TownHall]) above Town Hall Datum.

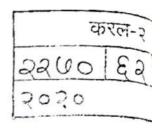
rour attention is invited to the provision of Section 152 of the Act whereby the person fiable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is purposed to the completion of the provision o 4 Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is

within lifteen days of the completion of the Act irrespective or the punishable under Section 471 of the Act irrespective or the punishable under Section 471 of the Act, from the earliest possible date in the current year in the punishable under Section 167 of the Act, from the earliest possible date in the current year in the punishable under Section 167 of the Act, from the earliest possible date in the current year in the punishable under Section 167 of submitting occupation certificate after attention if further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate after attention if further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate after attention if further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate after attention if further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate after attention if further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate after attention if further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate after attention if further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate after attention if further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate attention in the provision of Section 353-A about the necessary of submitting occupation certificate.

oposed date of commencement of work should be communicated as per requirements of Section 347 (1) (aa) of the

One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.

8. Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbal Suburban District



before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Co under the Land Revenue Code and Rules there under.

Attention is drawn to the notes Accompanying this Intimation of Disapproval.





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No. EB/CE/

/BS

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NOTES

1) The work should not be started unless objections

are complied with

27 As wified set of latest approved plans shall be displayed on site at the time of commencement the work and ce progress of the construction work.

Teinforar permission on payment of deposit should be obtained any shed to house and store for constructional purpose. Residence of workmen shall not be allowed on site. The temporary structures for storing conditional material shall be demolished before submission of building completion certificate and certificate signed by Architect submitted along with the building completion certificate.

4) Tetrinoising sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.

Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance. over the road side drain.

- 6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- 7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand preps debris, etc. should not be deposited over footpaths or public street by the owner/ architect /their contractors, etc without obtaining prior permission from the Ward Officer of the
- 8) The work should not be started unless the manner in obviating all the objection is approved by this. department

No work should be started unless the structural design is approved

work above plinth should not be started before the same is shown to this office Sub-lingineer concerned acknowledgement obtained from him regarding correctness of the open spaces & eimension.

The application for sewer street connections, if necessary, should be made simultaneously with imencement of the work as the Municipal Corporation will require time to consider alternative site to

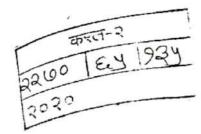
did the excavation of the road an footpath.

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No CHE/ES/2929/S/337(NEW)

- 12) All the terms and condition of the approved layout /sub-division under No. of should be adhered to and complied with.
- 131 No Building /Dramage Completion Certificate will be accepted non-water connection granted (except for the construction purpose) unless road is constructed to the construction of Section 345 of the Bombay Municipal Composition of Section 345 of the Bombay Municipal Composition and as per the terms and conditions for sanction to the layout.
- 14) Recreation ground or amonty open space should be developed before submission and including Certificate.
- 15) The access road to the full width shall be constructed in water bound macadam better commencing was and should be complete to the satisfaction of Municipal Commissioner including a starting training to drainage before submission of the Building Completion Certificate.
- 16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed
- 17) The surrounding open spaces around the building should be consolidated in Concrete having broke glass pieces at the rate of 12.5 cubic meters per 10 sq. meters below payment.
- 18) The compound wall or fencing should be constructed clear of the road widening line with foundation level of bottom of road side drain without obstructing flow of rain water from adjoining holding bed starting the work to prove the owner's holding.
- 19) No work should be started unless the existing structures proposed to be demolished are demolished
- 201 The Intimation of Disapproval is given exclusively for the purpose of enabling you to proceeds further the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section (h) (H) of the Rent Act and in the event f your proceeding with the work either without an intimation a commepcing the work under Section 347(1) (aa) or your starting the work without removing the structure proposed to be removed the act shall be taken us a severe breach of the conditions under which this granted under Section 45 of the Maharashtra Regional and Town Planning Act, will be with drawn.
- 21) If it is proposed to demolish the existing structures be negotiations with the tenant, under the circumstantihe work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with
 - Specific plans in respect of evicting or rehousing the existing tenants on hour stating their numb.
 Specifically signed automatics of each.
 - Specifically signed agreement between you and the existing tenants that they are willing to avail
 Plans showing the phased programme of a continuous structure at standard rent.
 - iii. Plans showing the phased programme of constructions has to be duly approved by this office be starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.

Page 7 of 9 On 26-Jun-2018



- 22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first starting the work.
- 23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- 24) The bottom of the over head storage work above the finished level of the terrace shall not be less than 1.20 ad not more than 1.80 mt.

The who should not be started above first floor less Aviation, authorities, where necessary is obtained. should not be started above first floor level unless the No Objection Certificate from the Civil

to be simplerstood that the foundations must be excavated down to hard soil

The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessity, the laying of drains inside the building.

arrangement nut be carried out in strict accordance with the Municipal requirements.

No new well, tank, pond, eistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbas, as required in Section 381-A of the Municipal

30) All gully traps and open channel drains shall be provided with right fitting mosquito proof made of wrought iron plates or hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged cast iron can over in one piece, with locking arrangement provided with a bolt and huge screwed on highly serving the purpose of lock and the warning pipes of the rabbet prefested with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfections each not exceeding 1.5 mm in diameter. The cistern shall be made easily, safely and permanently accessible be providing a firmly fixed iron ladder. the upper ends of the ladder should be earmarked and extended 40 c.ns above the top where they are to be SUB REGISTRAN fixed as its lower ends in coment concrete blocks.

broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not e use of plane glass for coping over compound wall.

ivres should be provided as required by Bye0law No. 5 (b)

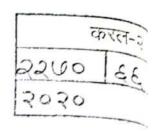
ntels or Arches should be provided over Door and Windows opening

e drains should be laid as require under Section 234-1(a)

ne inspection chamber should be plastered inside and outside.

the proposed additional is intended to be carried out on old foundations and structures, you will do so as your own risk.

Page 8 of 9 On 28-Jun-2018



Executive Engineer, Building Proposals Zones wards.

CHE/ES/2929/S/337(NEW)

Copy To - 1. Suhas Purshottam Joshi OLYMPIA, CENTRAL AVENUE HIRANANADANI BUSINESS PARK, PC

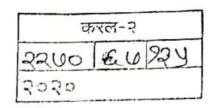
- 2. Asst Commissioner S Ward

- 3. A.E.W.W S Ward.
 4. Dy.A & C. Eastern Suburb
 5. Chief Officer, M.B.R. & R. Board S Ward.
- 6. Designated Officer, Assit. Engg. (B. & F.) S Ward , 7. The Collector of Mumbai



Page 9 of 9 On 26-Jun-2018







MUNICIPAL CORPORATION OF GREATER MUMBAI

Notosheet

Application Number :

CHE/ES/2929/S/337 (NEW)/FCC/1/Amend

Ward Name:

S Ward

Zone Name :

Eastern Suburb

Inward Date:

10 Nov 201

Architect/LE/SE Name : Suhas Purshottam Joshi

Issued On:

24 Jan 2

Authority Remark:

CC is re-endorsed upto plinth i.e. for work upto top of stilt (i.e. including the extended base approved plans dtd 14-01-2020, as proposed.



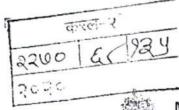
Name : JAYESH CHHAGAN DUSANE Designation : Assistant Engineer (BP)

Assistant Engineer S&T ward



Page 1 of 1





MUNICIPAL CORPORATION OF GREATER MUMBAI FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CHE/ES/2929/S/337(NEW)/FCC/1/Amend

COMMENCEMENT CERTIFICATE

Surendra Hiranandani Olympia, Central avenue, Hiranandani Business Park Powai Mumba 400076

With reference to your application No. CHE/ES/2929/S/337(NEW)/FCC/1/Amend Dated. 10 Nov : for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharat and Town Planning Act, 1966, to carry out development and building permission under Section 34 dated 10 Nov 2017 of the Mumbai Municipal Corporation Act 1898 to erect a building in Building development work of on plot No. - C.T.S. No. 10B/3 & 13A/1/1A/3 Division / Village / Town Planning Sch No. POWA situated at HIGH STREET Road / Street in S Ward Ward

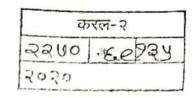
The Semmencement Certificate / Building Permit is granted on the following conditions.—

The land vacated on consequence of the endorsement of the setback line/ road widening lin particithe public street.

Specino new building or part thereof shall be occupied or allowed to be occupied or used or e used by any person until occupancy permission has been granted.

- 3. The Commencement Certificate/Development permission shall remain valid for one year co 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 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 Mumbal if ;-
 - 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
 - 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
 - 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, 1963.
- 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. Assistant Engineer S&T ward. Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.



ISSUE On: 23 Oct 2018

Valid Upto:

22 Oct 2019

Application Number

Remark:

0

plints CC for core portion within building line (i.e. Excluding the extended basement) as 26 06.2018.

Issue On: 07 Sep 2019

Valid Upto:

06 Sep 2020

Application Number:

CHE/ES/2929/S/337(NEW)/FCC/1/New

CC upto plinth i.e. for work upto top of stilt (i.e. including the extended basement) as per last approved plans dtd 27.08.2019.

Assistant Engineer S&T ward

Assistant Engineer (BP)

24 Jan 2020

Number:

Valid Upto:

22 Oct 2020

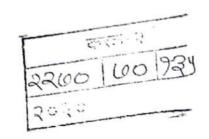
CHE/ES/2929/S/337(NEW)/FCC/1/Amend

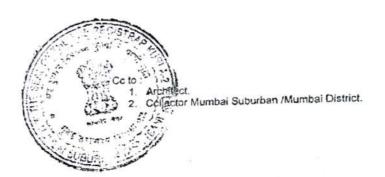
re-endorsed upto plinth i.e. for work upto top of still (i.e. including the extended basement) as per last

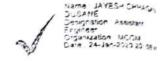
proved plans dtd 14-01-2020.

CHE/ES/2929/S/337(NEW)/FCC/1/Amend

Page 2 of 3 On 24-Jan-2020





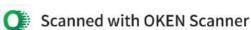


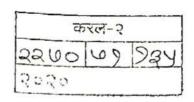
For and on behalf of Local Authority
Municipal Corporation of Greater Muni
Assistant Engineer . Building Propo
Eastern Suburb S Ward Ward



CHE/ES/2929/S/337(NEW)/FCC/1/Amend

Page 3 of 3 On 24-Jan-2020







MUNICIPAL CORPORATION OF GREATER MUMBAI

Notesheet

Application Number:

CHE/ES/2929/S/337 (NEW)/337/2/Amend

Ward Name:

Zone Name :

Eastern Suburb

Inward Date:

Architect/LE/SE Name: Suhas Purshottam Joshi

Issued On :

Authority Remark:

Due to system error, Amended certificate was not generated at the time of approval dated Therefore, same is reapproving with system generated approval letter



Executive Engineer (BP) ES II



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page 1 of 1

MUNICIPAL CORPORATION OF GREATER MUMBAI No.CHE/ES/2929/S/337/Amend 2

To, Shri. Suhas Joshi, Architect, Olympia, Central Avenue, Hiranandani Business Park, Powai, Mumbai.

Shri Surendra Hiranandani, Olympia, Central Avenue. Hiranandani Business Park, Powai Mumbai - 400 076.

करल-२ Sub: 200 Reference: 030

Proposed Residential Building No.2 ("Sorrento") in Sector VI-A on land bearing old C.T.S. Nos. 13-A/1/1A (Pt.), 14 C(Pt.) & 16-A (Pt.) & New C.T.S. No. 10B/3 & 13A/1/1A/3 of village Powai, Mumbai.

*

Your letter dated 27.08.2019.

I have to inform you that the amended plans submitted by you for the above Sir, mentioned work are hereby approved, subject to the compliance of the conditions mentioned in this office Intimation of Disapproval under even no. dated 26.06.2018 Amended Approved Plan dated 27,08,2019 and following additional conditions.

That all the conditions of I.O.D. under even No. dated 26,06.2018 & last mended plans dtd 27.08.2019 shall be complied with.

Submitted through the registered Structural Engineer before starting the

That No Dues Certificate from to A.E.W.W. ('S' Ward) shall be submitted before C.C.

- That the extra/water and scwage charges shall be paid to AE(WW) 'S' ward. 4.
- That the Assessment Clearance from A.A. & C. S ward shall be submitted 5.
- That the PCO charges shall be paid to PCO 'S' ward time to time. 6.
- That C.C. shall be got endorsed as per amended plans. 7.
- That the requisite fees, deposits, development charges etc. shall be paid. 8.
- That the direction of Hon'ble Supreme Court vide order 15/03/2018 ih S [Civil] no. D23708/2017 in dumping ground case shall be complied with.
- 10. That it will be abiding on proponent to provide the required inclusive Housing tenements to be handed over to MCGM towards reg. no. 15 of DCPR -203 sector XI-A as calculated on plans or as required under any policy formula: in future in this regard.
- 11. That the advance possession of ROS 1.5 (Garden/ Park) shall be given to MCGM before requesting endorsement of CC.

A copy of set of amended plans digitally signed is hereby returned as a token of the Municipal approval.

Yours faithfully

SUKADEO AH RE

VIJAY SOPAN PAWAR SE (BP) SW

CHHAGAN DUSANE AE (BP) S &T

Executive Engineer (Building Proposal) Eastern Suburbs - II

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CHAPHEKAR AND CO. ADVOCATES AND SOLICITORS

ANANT R. CHAPHEKAR SR. SOLICITOR & ADVOCATE-ON-RECORD, SUPREME COURT OF INDIA

Address: Block No.11-11 16- 0, Satiantiad Dr. An-orden Ford Hirda Colony Daga (fas.) M. P. 61 - 474 () 1

022 2414 4416 Mobile 98192 56-11" E-Mail , anantchacher traibntmail con.

HGP Community Pvt Ltd Mumbai

> Re.: Description of the land being a porti those originally agricultural pieces and parcels of land comprising of CTS Nos. 4, 5, 8, 9, 10, 11, 12. 13 (pt), 14 (pt), 16 (pt), 17, 18 (pt), 19 (pt). 24 (pl) and 25 of Village Powai, Taluka Kurta. admeasuring about 3.64,760 sq. mtrs , however evoluding an area of 14 717 sq. mtrs retained by original owners ("Said Property")

This is to state that we have investigated the title of HGP Community Pvt. Ltd. (formerly known as M/s. Lake View Developers), a Company, registered under the Companies Act. 2013, hereinafter referred to as the "Sald HGP Community* to the Said Property and we have to state as under -

In pursuance of the provisions of the MMRDA Act, The Mumbai Metropolitan Region Development Authority (hereinafter referred to as "MMR()A") formulated and sanctioned at its 9th meeting held on 24th 11 January, 1977, a scheme called "Powar Area Development Scheme" for



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the development of lands situated lying and being at Villages Powal and Tirandaz of Taluka Kurla in the registration district and sub-district of Mumbal City and Mumbal Suburban.

It further appears that between January 1977 and December 1983, Mrs N. Lajpatrai Dharia & Co., were the Original Owners Theremafter referred to as the "Original Owners") of the Said Property

The said Original Owners and Mis. Lake view Universities open called "Said Lake View I had entered into Agreement for Devel cum Sale dated 15" December, 1983, whereby the said Original C granted exclusive right of development in respect of the Said Prop the Said Lake View and had placed the Said Lake View in exclusion possession of the Said Property. The said Original Owners als executed Power of Altorney dated 15th December, 1983, in favour of Partner of the Said Lake View, thereby authorizing him to do acts and deeds, as contained therein. The said Onginal Owners thereafter executed Supplemental Agreement dated 12th June, 1985, with the Said Lake View, whereby it was agreed by the sald Original Owners that the Said Lake View would be entitled to part with possession of the Said Property for which full payment was received

By Tripartite Agreement dated 10" November 1996, made between the Governor of Manarashtra of the first part, the said MRMDA of the second part and Harishchandra Chandrabhan Sharma and others, it also included the said Original Owners, the said Original Owners, through their C.A., the Partner of the Said Lake View, surrendered and delivered the Said Property to the State Government and/or the said MMRDA pursuant to the said reservation under the said MMRDA Act of 1974 and accordingly the Governor of Maharashtra and the said constituted authority. MMRDA, agreed to dispose of by way of a lease the Said



Property back to the said Original Owners, as per the terms and conditions set out therein. Pursuant to the said Tripartite Agreement of 19th November, 1986, an Agreement to Lease was also executed on the same day i.e on 19th November, 1986, by MMRDA in favour of the said Original Owners / their assigns as the then licensees and the said Owners, the assigns were accordingly allowed to enter upon to deal with and develop the Said Property subject to the terms and conditions therein contained which include an agreement to grant a lease for p

The said Criginal Owners thereafter have executed following and 51 with the Said Lake View in respect of the Said Property -

Power of Attorney dated 17th February, 1987, in fav (i) Niranjan Hiranandani and Mr. Surendra Hiranandani of the Lake View whereby the Original Owners thereby granting authority to the Said Lake View -

- To execute conveyance in favour of the Attorney or their (a)
- Le obtain permission for transfer of the property and
- To appoint substitutes in their place to act as Attorneys. ·n ici

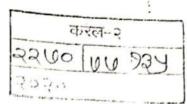
Vide Writing dated 21st January, 1991, addressed to the Said Lake View, whereby the Original Owners confirmed having received full payment of consideration and that they having no financial or other claim of any nature whatsoever against the Said Lake View and reiterated that the Said Lake View is entitled interalia to develop, sell, lease, mortgage the Said Property, as it may in its sole and absolute discretion deem fit without any reference or recourse to the Original Owners.





of Mr. Niranjan Hiranandani and Mr. Surendra Hiranandani of the Said Lake View whereby the Said Original Owners confirmed that the Said Lake View had been placed in possession of the Said Property with right to dual with develop and dispose of the sand and all the benefits of Tripadite Agreement belonged to the Carboke View The said original awners also authorized the Partner of the Said Property to appoint the Original Owners as transferors or as assignors or as confirming party thereto and lodge the same for registration. The said Original Owners also authorized the Partners of the Said Property in favour of the said Attorney or their nominees.

- 6] We also state that all the aforesaid documents and deeds including the Fripartite Agreement of 19th November, 1986, Agreement to Lease also bearing the same date, are still valid and subsisting as on the date.
- Thus, the Said Lake View is in excusive possession of the Gaid Property from the year 1953 and is developed the Gaid Property of a phased visit manner since their in the coaley. If the development, the baid Lake View has constructed several buildings on the Said Property and sold / disposed of the flats / tenements constructed thereon.
- We understand that legal proceedings in the form of PILs, being PIL Nos. 131 of 2008, 91 of 2008 and 21 of 2010, have been filed by certain persons in respect of the lands forming part of PADS, including the Sald Property. Certain Orders have been passed in the said PILs including Order / Judgment dated 22 * February 2012 (the said Circlers).



The Said Lake View and some other entities have been merged with the 91 said HGP Community under the Amalgamation / Merger Scheme sanctioned by the Bombay High Court on 18th November, 2016 vide common Order in CSPs/483 to 489 /2016. The said Order has been duly registered with the Sub-Registrar of Assurances, Kurla-1, MSD, under serial no KRI.-1/4693/2017. As a result thereof, the assets and liabilities of the Said Lake View stood transferred to the said HGP Community

In the premises aforesaid, subject to the aforesaid Tripartite Agents and Agreement to Lease, both dated 19th November, 1986 Ave found the little of the Said HGP Community as the Assignment the Original Ow lets to the Said Property as clear and marketable from any encumbrance of any nature whatsoever

Dated this 30" day of June 2017

yours faithfully. For M/s. Chapehkar & Co.

Anant Chaphekar Sr. Solicitor & Supreme Court Advocate



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******** *** ** नानुकार्यः, ग्रूपाःकाः -- म.भू.भ. मुल्ह आर्थनीय पर्वा जिल्हा -मुंबई उपनगर जिल्हा मगर्भना हरान्य अस्यायोग केन पहुंचार 可可可 均可可可可可 당.네. लागेल प्रणि स्थान्या पंज मनास्थिति विद्यान्य छ । (\$/\$114(30) ta sivita माध्यक्रम संध उत्पाद the area cate गहुर र (प) जिल्हा स्ट्रप (भा) न मुक्तार में जन्मरील [प्रहातान्द्र प्रच्यात] भू । १९८८ व मुक्त स्मिनकरील २००५ ० व. मुक्त अमुद्रातिस्थान/८० वि. १७/११/८६ ari . 11177AC mile sty were गा करारनामा स हिर्देश र टेर्ड लावपायती मन् महर द्वार नाचेणवती चन्मकाराष्ट्र शासन राजवत्र अधिस्यना mi. 16'57H946 28/3/1966 नुंबई चडानार प्रदेश विकास र १२/५/८ वर्षे भूम अर्जनाती, मुंबई महत्वनरप्रदेश 0 Fr 14. U. M. 45 रिकाम प्रतिकरणा त्रव प्रमा वर्ष nA. चूमि अधिवस्ती. मृब्दं गण लाखांश विकास प्राणिकरण 30'00'tecc **** [के.चं .पारीया] भाषा दिर्द्धार्थ ८७ चा अन mintra m (अल. एए, कड्डकीया) = q = # t #pt 3 : SC . (H) atta Vinee मुंबर्व महान्परप्रदेश विकास प्राधिकरण ्राष्ट्रीया मानः १३.२४.१५/मकोटटानः श्रेपटट क्षांत्रक्रिय स तक an america क नी अपनियामित होते होता. मुंबरे ठानगर निष्ट स्थानिक का जा प्लीटन मानगर हार गढ उन्हें स्थानिक होते हैं जिल २००१२२ थी.मी. est. ANTTY 64 कोशास्त्र प्रत्य प्रभूतिकर स्ट (1) स्य लगरनराथ धारीमा अधिः कपनी щì. (H) १८००/२९८८ सान्त्रातम् त िर्मर को कियानतानी याना न १४ ४/८८ अने मुख पृहन्त्रं यहनगरपरिका रिप्तनक क्षेप्र पहारक्षणी भीनामीजीनी फल्पन क्रिनगरप्रदेश, विकास प्रतिसन्तम् याचे रि.श्रेश्/८८वे 3.4 8 7 1 721 पत्र जि.सि.मू.स.सथा न १ अ.स.१ योच्यादील आदेश सर्स्या भिक्रमतांग्रुम ८६४ २ ० ची.मी. 五次和新的地位公司 2001000 क्षेत्र रासाकेरीत कामी mfi -हिरलाताले प्रदेशन तिस्स्रोमी प्रतिकास चाटा दि ११०/८८ चा अर्थ स ec. to teco (श्राक्रेक्स टा गाम) न प्रमान क्याब दि: ६/१०/८८ छा आयेकारी अधिपीता actionacc (विस्तारीका शुरु-मृत्ये ११: गार्ग्यालयः वारोक्स्येल UB REGISTRES कासी एवंदी रार ४९/रा ग्रेससावि ३०१९/८८ शेव थ.भू क १४व सी निवन निक्रमताविका ३०४२.९६ ची.मी. ट्यडन्यानुस्ये त्याचे क्रांत मार्थ, क.१३ वे अस्तर विश्वती स्थापा स्थापित स्थापा हिरानंदानी फॉडिशन याचा दि. एरब दे इसा अने व क्षेत्रह्म फ्रामने ६०६०१० शेत्रहम ३०४०.९ स भीरवीहरण जवाच व संकारी अधियंता त्र मुझाला भ्या ची में हो आपी केले य तामु क रशत १३अ वरवादीक्ष्मिक्नुवर्दे गमानगरमस्थिकः अभिकर्केटा श्रामक रेयून त्यांम ५ ७५५८ २ भी.मी. सीपार रेम ४१ है। ले रंग्सिव रेकेविट या क्षेत्र दाराभी जेल्^{ने}. तर्यालयानदील अन्देश क.न.पू.अ.१५.५ क.१०/ज्यंशि.३११०/८८ अल्बरे न्त्री -निरंबर किमनानी याचा दि ७ १० ८८ या अर्थ माल्याविष्यानिय अधिवर्गाति, मून्ये वयनगर जिल्हा महीकडील आरश निर्वादाक्ष्मित्वाना साथ १९.७ रकस्टर मा अस मान्यावन्यम् अध्यस्था मुनद् सर्वायः जिल्हा माधकस्य जात्त्र। इ.स.स.स.स.स.स.११८० र १८० ७११६१८ र १८० अन्ययं विवासीतीयं गाँद पेतृत्वे, रातान्य र १.१३/- प्रयाणे १०० ७० 05/22/17/66 मार्गः देशः वर्षसम्बद्धाः देश 中的图721.19 (L) इन-संपंजातय (WH R. 2) धारीया बीडिंग कर्पनी

मालमत्ता पत्रक

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मालमत्ता पत्रक

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.... विभागायाचे --तालुकारन.पु.गा.सा. - न.भू.अ. मृलुंड मुंबई उपनगर जिल्हा form: --अरमाधिकार शामाना दलत्वा अवग्रहात क्रियः चार्यः ग 世刊本/ 42 xt. 2 चो.र्वाः गाररील अर्थण त्याच्या केर तपासमीची निवट होला 12/2021 (3/3/1/12) 3 देनोक खंड क्रमांक साक्षाकेन नीवन शास्त्र (धा) पट्टार (प) किया भार (भा) Mourally THE PART OF FAIL BOT भा: जन्मवर्ग प्राच्यम आणि संगानक ग्रीत west. र्गाभनेत (यसक) पूर्ण गारंकरील क्रिल-२ 4.4 . 44. परिपक्षण क्षाना प्रशिव के महारा नीत ! २०१५ पूर्ण विमान्त्रम् १/२०१५ अस्त्रमे 2200 मा जिल्लाबिकरी सुंबई अपन्या यांचे शाविकारचरा उपर्याचन वि.२४ ११/१० च 3030 गरीनं क्रिक्रमत पीर्केयर दासुन्म अवस्थि इंक्ने संब महारी पाच हजार बहाना पुणांक प्रभुध दशाश ची.मी सम्बन्त केला. ् माजिस्हाचिकासी, मृष्टं अपनाम जिल्हा चाचेकादील सापेस क्र.सी./कार्या-नहींप्यान्त आर.सं. १२१७ हि. प्रांक ११ व रकडींस अन्त-पा.ज./मो.र.म. ८८३/१८ अन्बंद्रे फेट्रॉक्स्याअनो न मुक्त १३/३०१/१३ एकुण संत ५०७१.० चो.मी मगून 140 5 1500 १७२९-४० यो.मी. अजापी मेड रीट भेषा कामी थर्ग होणान्या क्षेत्राची स्वतंत्र मिळकार्यात्रका उधरण्य त्याम नांवन म पू.क. १६/कर/४१ अम. दिल्ला असुन सत्ताप्रकार व धारक पूर्वप्रमाणे कायम वेक्ने च गुरु चिळकरार्यायकस्परील शिल्लाक कार 14 5 APT 1 (३३४३.७ पो.मो. काराम फहन त्यास न मु.म. १३व्य ११वर्ष असा शंव दिला व न पु.व. १३ म'१/१अ या मिळक्कीप्रिकेयर १८१४/०८/२०१५ रोजी बेन्से आलेल्हे क्षेत्र अको अकरो नींब्र रह कहर पोर्टावपालन अदेशाप्रमाण नव्यान कस्यमं केल्प्रेन्य न भ क. १४/अ/१/१३४२ च न गु इ. १३/इ/१/१३/३ था मिळालार्च प्रकेयर कारण होणाऱ्या क्षेत्राची मा जमानंदी आयुक्त अर्थण संचालक भूमि अफिलेख (म.सन्य) पूर्व वादेवाहील पर्यवक कामा प्रशिपात अक्षाी मोद्यश्चिश्या पूर्ण दि १६/०२/२०१५ अन्यये क्षेत्र अंदी अक्षये मोद्य वादल केली. न.भू.अ. गुलुंड 1021 200 मुंबई उपनगर जिल्हा THE PERILL : **5**5.71.71 \$ 40 'WH -2- 6 . 1

मालमत्ता पत्रक

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भाग/मोर्जे	एवई शाट नंबेर प्लाप्ट नबेर	संत्र चो भी	भारणाभ्यकार		ताशील आण त्याचा के अप
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₹₹/\$a/\$0 ₹ C	३/१०/२०१८ अन्वये व चौ.मी. न.भू.क. ११य/ चौ.मी. न.भू.क. १७ ही च.म.पु.क. २०अ क्षेत्र २५	इकडील अ.ता.पो.वि.मो.र ५ क्षेत्र २५१.१० चौ.मी. न.१ वि ४८७.६०चौ.मी., न.५.१	न आरंश क्र. सां. / कार्या - २१ .न. ८६० / २०१८ अन्वये मीर हुक. १४क क्षेत्र ३६७०.१० च क्र. १८ क्षेत्र ११६१९.४८ची.मी. सामलोवनूण करुन एकुण क्षेत्र	र पंबद यथाल न.भू.क. १०० .भी. न.भू.क. १६अ क्षेत्र ४: न.भू.क. १९ क्षेत्र ६१८३.३: ११४७७.७८ ची.मी. सास	17 Th
	चौ.मी., न. भू.क. १०व्य १७३५.०० चौ.मी., न. १०व/२, १०व्य/५ या मि सत्तप्रकार 'फ' दाखल इतर इक्क गांचे नांव व (H) गुंबई महानगर प्रवे (L) आर.एल.कडुकिं	/३ क्षेत्र २३९८.१० घो.मी., भू.क. १०व/६ क्षेत्र ४४०६० ळकतीस धारक सदयो मुळ केला तर उर्वरित न.भू.क. गयन ठेयून सत्ताप्रकार 'एच- रंश विकास प्राधिकरण	न.भू.ज. १०ब/४ क्षेत्र ३९२५० २.७८ चौ मी. अशा मिळकत मिळकत पत्रिकेप्रमाणे बृहन्मुंब १०ब/१, १०ब/३, १०ब/४, १०व	.९० चो.मी., न.भू.क्र. १०च/ पत्रिका उधडणेत आल्या अर् ई महानगरपालिका यांचे नर्ष	५ क्षेत्र <u>श्रीमार</u> सून यापैकी व दाखल केले व
प्रमणे करणारा - : १८ : को श्री. अस्ट. प. २	चौ.मी., न.भू.क. १०वर १७३५.०० चौ.मी., न. १०वर्/२, १०वर्/५ था मि सत्ताप्रकार 'फ' दाखल इतर इक्क यांचे नांव व (H) मुंबई महानगर प्रवे (L) आर.एल.कडुकिंग् (E) १) निरंजन हिरानंव	'३ क्षेत्र २३९८.१० घो.मी., भू.स. १०व/६ क्षेत्र ४४०६, प्रक्राता १०व/६ क्षेत्र ४४०६, प्रकाता उर्वरित न.भू.स. तायन ठेवून सत्ताप्रकार 'एच- शा विकास प्राधिकरण ता. के.बी. धारिया वानो, २) सुरेंद्र किरानंदानी	त्म क्र १०वर्ष क्षेत्र ३९२५० १०८ ची मी. अशा मिळकला मिळकत पत्रिकेप्रमाणे बृहन्मुंद १०वर्ष १, १०वर्ष ३, १०वर्ष ४, १०व ३' दाखल केला आहे. १८८१ मूट्या १८८८ वर्षा १८८ वर्षा १८८८ वर्षा १८८ वर्षा १८८८ वर्षा १८८८ वर्षा १८८८ वर्षा १८८८ वर्षा १८८८ वर्षा १८८८ वर्षा १८८ वर	९० चो.मी., न.भू.क्र. १०व/ विका उधडणेत आल्या अर ई महानगरपालिका यांचे नर्थ /६ या मिळकतीवर मुळ धा	५ क्षेत्र <u>श्रीमार</u> सून यापैकी व दाखल केले व
શ્રી. ઝાદ.	चौ.मी., न. भू.क. १०वर १७३५.०० चौ.मी., न. १०वर्/२, १०वर/५ घा मि सताप्रकार 'फ' दाखल इतर इक्क पांचे नांव क (H) मुंबई महानगर प्रवे (L) आर. एल. कडुकिर (E) १) निरंजन हिरानंश	'३ क्षेत्र २३९८.१० घो.मी., भू.स. १०व/६ क्षेत्र ४४०६, प्रक्राता १०व/६ क्षेत्र ४४०६, प्रकाता उर्वरित न.भू.स. तायन ठेवून सत्ताप्रकार 'एच- शा विकास प्राधिकरण ता. के.बी. धारिया वानो, २) सुरेंद्र किरानंदानी	त्म क्र १०वर्ष क्षेत्र ३९२५० १०८ ची मी. अशा मिळकला मिळकत पत्रिकेप्रमाणे बृहन्मुंद १०वर्ष १, १०वर्ष ३, १०वर्ष ४, १०व ३' दाखल केला आहे. १८८१ मूट्या १८८८ वर्षा १८८ वर्षा १८८८ वर्षा १८८ वर्षा १८८८ वर्षा १८८८ वर्षा १८८८ वर्षा १८८८ वर्षा १८८८ वर्षा १८८८ वर्षा १८८ वर	१० चो.मी., न.भू.क. १०व/ विव्रका उद्यहणेत आल्या अव हं महानगरपालिका यांचे नांव (६ या पिळकतीवर मुळ धा	प क्षेत्र सून यापैकी व दाखल केले व राक, पट्टेदार य न.भू.अ. मुलुंड



6: NO1- ?

Maharashtra Real Estate Regulatory Authority REGISTRATION CERTIFICATE OF PROJECT

FORM 'C' [See rute 6(a)]

this registration is granted under section 5 of the Act to the following project under project registration number : P51800021706

Project Sorrento, Piot Bearing / CTS / Survey / Final Piot No. 13A/1/1A PT AND 10B/3 PTet Kurta, Kurta, Mumbal Suburban, 400076,

Community Pvt Ltd. having its registered office / principal place of business at Tensil: Mumbal City, District. Mumbal City, Pin: 400021.

registration is grunted subject to the following conditions, namely:

promoter shall enter into an agreement for sale with the allottees;

moter shall execute and register a conveyance deed in favour of the allottee or the association of the as the case may be, of the apartment or the common areas as per Rule 9 of Manager and Real Estate Agents, Rates (Regulation of Real Estate Projects, Registration of Real Estate Agents, Rates (Regulation of Real Estate Projects, Registration of Real Estate Agents, Rates (Regulation of Real Estate) Rules, 2017.

The proposer small deposit seventy percent of the amounts realised by the promoter in a separate account to be me that each a schedule bank to cover the cost of construction and the land cost to be used only for that purpose clause (I) of sub-section (2) of section 4 read with Rule 5.

at 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 19/07/2019 and ending with 30/12/2023 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with
- The promoter stall 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

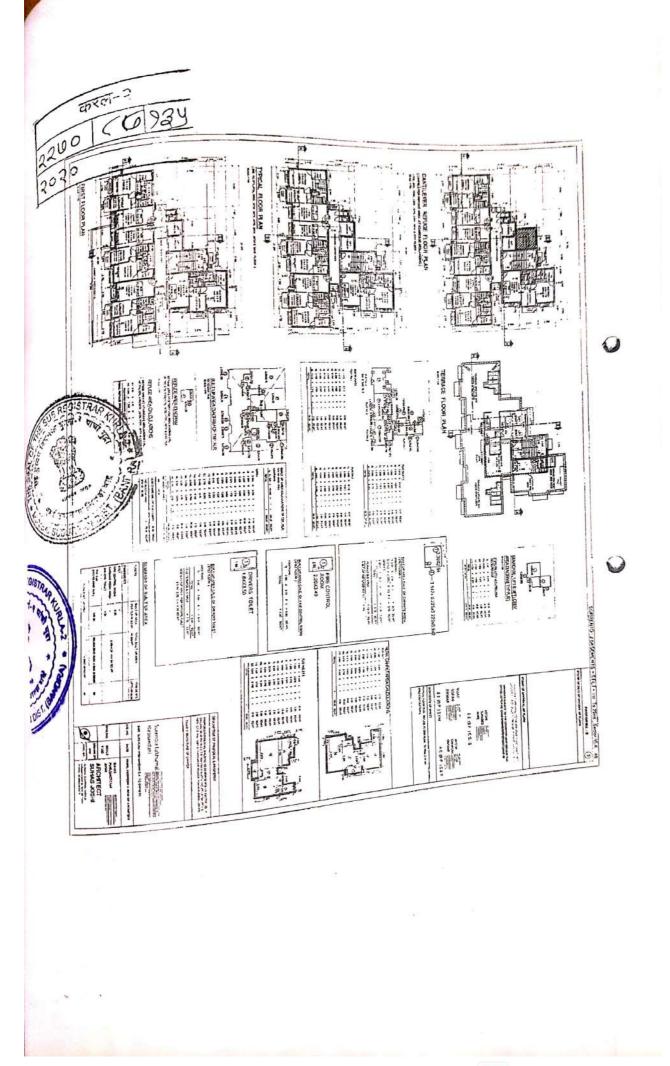
ne above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the pter including revoking the registration granted herein, as per the Act and the rules and regulations made there

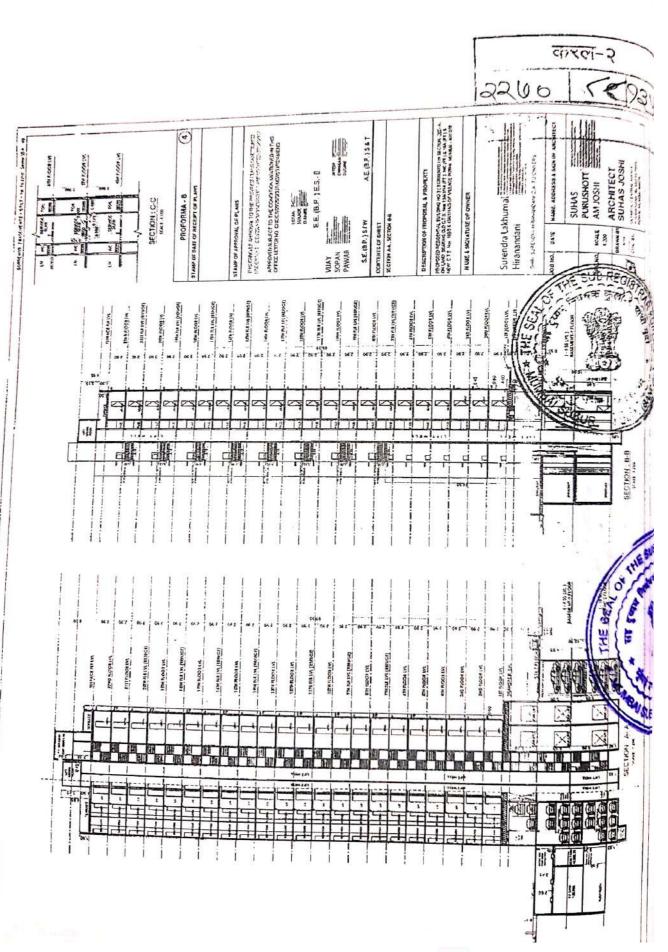
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(Secretal ManaRERA)
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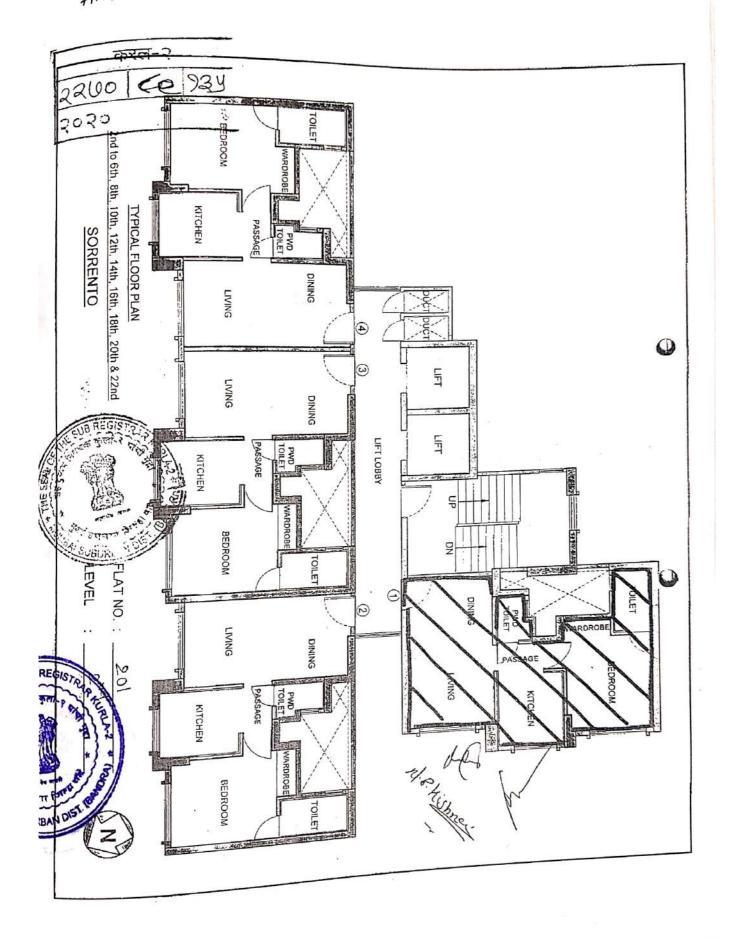
Signature and seal of the Authorized Officer Meharashtra Real Estate Regulatory Authority

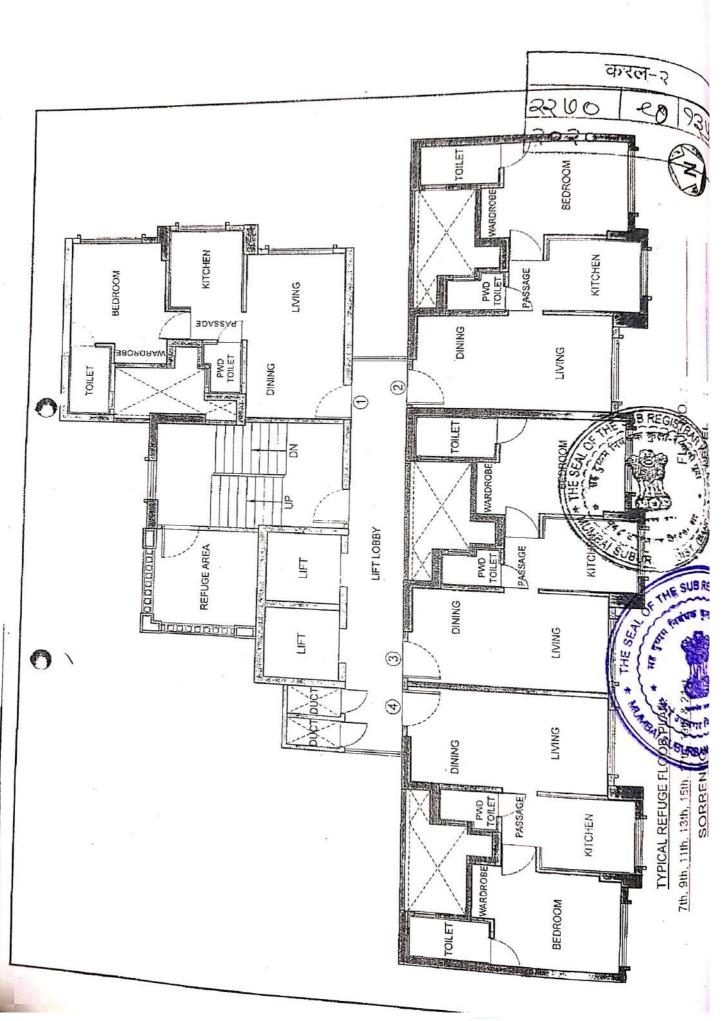
Dated 19/07/2019 Place Mumbai

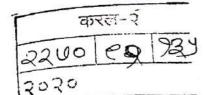
ANNERURE : 4.











ANNEXURE "1"

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

- 1 R C.C. Frame Structure.
- Tile Flooring in Living room, bedroom, kitchen and passage (Tile Rs.100/per sq. ft.)
- 3. Tile Flooring and Dado In tollets (Tiles Rs.50/- per sq. ft.)
- WC with flush tank and fittings (Rs. 15,000/- per set) and Shower with fittings (Rs.14,000/- per set).
- One door bell.
- 5. Lifts (Rs.50 Lakhs per elevator)

Wash basin with mixer and fittings (Rs.7500/- per set)

Kitchen platform with sink, tile dado and fittings.

Main door with mortise lock - painted / laminate / polished / from inside &

butside.

Building exterior and interior with quality paints.

Entrance hall suitably decorated.

- Modular type electrical switches/sockets (Rs.5500/- per apartment)
- Air Conditioner Split Units in Living and Bedrooms (Rs.15000/- per unit)
- Modular Kitchen cabinets along with refrigerator, washing machine, oven,
 chimney, hob, water purifier and water heater.



ANNEXURE "]"

UNDERTAKING FROM ALLOTTEE/S

करल-२ २२७० ह

I/We/M/	S	0.000						1.
Indian	Inhabitant	residing	at		do hereby affir	ms and stat	e as under	32
							6	1
1)	I/We say that	by an Agre	eement for Sale da of the ONE part	ted	referred to as		red into betwa Promoter") a	
M/s. H	GP Commun	ty FVt. Cio	01 1110	***************************************				

(hereinafter referred to as the said Apartment) of the Building known as 'Sorrento', in Sector VI – A (hereinafter referred to as the said Building) situated at Hiranandani Gardens, Powai, Mumbai 490 076.

- 2) I/We are giving this undertaking not only for myself/ourselves but also for my visitors etc. If any, it is understood that reference to myself /ourselves shall when exceed admits include such other persons as stated hereinabove.
- 3) As agreed to in the aforesaid agreement, I/We do hereby covenant and undertaged as follows:-
- a) I/We shall not make any addition or any alteration in the architectural elevation of the said Building and shall not change the outside colour scheme or coating of the said Building.
- b) I/We shall not make any change in any of the external windows or doors of the Apartment in the Building by way of shifting altering, changing the colour or any other way whatsoever
- c) I/We am fully aware that I/we are not permitted to install any grills outside the windows and hence undertake not to install or affix any grills on the outside the windows / window slills. Any such grills affixed by me/us, shall be fitted on the internal marble sill only on the inside of the windows.
- d) I/We shall not keep shoe racks in the lift lobby, flower/plants in pots or any other objects on the outside the windows or on the parapets or chajjas, lift lobby or any other common areas and shall not do anything which may cause discoloration or disfiguration or any damage to the said Building.
- e) If I/We shall not affix any collapsible shutters on the outside of 'French windows', in case of Apartment with canopy balcony. Any such collapsible shutter shall be fixed only on the inner side of 'French Windows'.
- I/We shall not cover any chajjas/terraces/balconies or construct any structure or poles or pergolas
 or trellis on the chajjas/terraces/balconies/deck
- g). I/We not chisel or break or cause any damage to the columns, beams, walls, slabs or R.C.C. Pardis or other structural members of the said Building or on the pardis/parapets/rainings provided in the said Building.
- h) I/We shall not enclose any space adjoining to the Main door forming part of the lift lobby/common areas and parking space, if any, in my/our possession in any manner whatsoever.

I/We shall not affix window in bedroom duct opening, kitchen balcony & kitchen duct, Marble sills and jambs in kitchen balcony and kitchen duct opening as such alterations / works affect architectural elevation of the said Building and cause discoloration of the external elevation. If We shall not encroach and/or internal ducts/void areas adjacent to the Apartment by constructing permanent or temporary work by closing and/or using it. Such duct areas are provided strictly for maintenance of service 2200 Sources plumbing pipes, cables etc. For breach of any of the terms mentioned hereinabove, I/We Report of the same shall be solely responsible for all the consequences arising because of the same

I/We am/are also aware that in the plumbing duct the pipes are to be always kept exposed as B REGIS TRAP TURE these pipes may need periodical/future plumbing maintenance.

I/We shall not carry out any external alteration in the said Apartment by way of breaking any walls peams or chajjas so as to alter the external appearance of the Apartment, nor shall I/We affix or cause slabs on voids in the said Building

I/We shall not fix any additional external unit of split A.C. on the outside in elevation. Any such ditional external unit of split A.C. shall be located only inside the duct/space provided (by Promoter) specially for split A C.

REGISTANCE are aware that no individual DTH/dish antennae will be allowed on the terrace or on the acterior was window of the Building. I/we are aware that the connection has to be taken from the Common TH/dish anternae Only which is available in the Building.

mirm of having agreed and undertaken to follow and abide by the rules and regulations n made as also those which may be made hereafter from time to time by the said Promoter erson/s body in charge of maintaining and/or providing common facilities in the complex. I/We shall maintain proper code of conduct and discipline in the complex and give every possible co-operation to the said Promoter and/or any other person or body that may have been appointed by the said Promoter in that behalf, in maintaining cleanliness and good atmosphere in complex for the better enjoyment of the common facilities by all the persons concerned.

- I/We are aware that all electricity bills from date of possession/OC, whichever is earlier, are payable by me/us and I/We will not hold the Promoter responsible for any consequences arising of nonpayment thereof.
- I/We do hereby confirm and covenant with the said Promoter that I/We shall always carry out the terms and conditions of this Undertaking given by me/us and the same shall be binding upon me/us even after the registration of a Co-operative Society of Allottees / Purchasers of Apartments in the said. Building and of Federation /Association of the Societies in the said Sector when formed and this Undertaking shall also be binding upon me/ my/ our heirs and successors-in-title to the same extent as the. Agreement for . I/We agree and confirm that in the event of breach of any of the terms of this Undertaking, the said Promoter, along with any other remedies, shall also be entitled interalia to withdraw common facilities provided by it in the complex and I/We expressly authorise the Promoter to do

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transferring the said Apartment and/or my/our right, title and interest in respect thereof in favour of any other person to the extent and as permitted in the said Agreement for Sale dated.

**EWE shall obtain an Uncertaking on the similar lines from any such purchaser/s and in the event of my/our failing to do so, the said Promoter or the Co-operative Society of the Apartment purchasers of the said Building / Federation /Association, shall be entitled to refuse to transfer the said Apartment in favour such prospective purchaser.

title committing any breach or default in any of the provisions of these presents. I and/or my heirs and successors-in-title shall be liable for damages for the loss and damage which may be caused to the said Apartment, Building and/or to the said Promoter and further the Promoter and the Co-operative Society of Apartments purchasers of the said Building / Federation /Association as and when formed, shall also be entitled to terminate the aforesaid Agreement for Saie and to recover all damages, costs the Suid Region my heirs and successors-in-title.

7)//We hereby undertake that I/We shall bear the entire cost of repairs or rectifications required due to alterations / changes carried out by me/us in the said Apartment in case of datases caused to rectificate //STRUCTURE/WATERPROOFING/PLUMBING/CIVIL/ELECTRICAL / INSTALLATION DESIGNATION OF THE PROOFING PLUMBING/CIVIL/ELECTRICAL / INSTALLATION DESIGNATION OF THE PROOFING PLUMBING PLUMBING PROOFING PROOFING PROOFING PROOFING PLUMBING PROOFING PROOFING

- 8) If We confirm that from the date the Promoter offers the possession of the Apartment or from the date of O.C., whichever is earlier. If we undertake to pay the Maintenance charges demanded by the Promoter. If We are aware that If we amrare liable to all future maintenance and/or property tax become payable by me/us in respect of the said Apartment and the Said Building and If We undertake to pay the same immediately on being called upon by the Promoter.
- 9) If We also undertake, that if If We wish to give the Apartment on Lease/Rent, it is our responsibility to inform the Promoter and also to obtain the necessary POLICE VERIFICATION of the proposed licensee / tenants and submit the copy of the same duly acknowledged and confirmed by the concerned Police Station, bearing the necessary stamp, to the Maintenance office/ In charge of the Building. If We am/are also aware that this is a mandatory requirement from the Police department.
- 10) If We are aware that the tiles are to be used for flooring in the Said Apartment If We are also aware that there may be some imperfections, variations, including shade variations in tiles, which someone may view as 'defect'. However, these imperfections/variations are normal in tiles.



I/We are aware kitchen/household garbage have to be segregated in dry and wet and should be meepers and to treat the garbage on the same plot as per the requirement of the MCGM and emply with necessary requirements of MCGM in this behalf from time to time

t/We hereby confirm that the representatives of the Hiranandani Group of Companies are allowed to access the said Apartment without my/our prior consent, to view and examine the state and condition of the Apartment and to check if any unauthorised charge/s has/have been done therein when the Apartment is not occupied by us and when the interior works are in progress by mylour staffipersons Once occupied by myself/ourselves/our tenants/ or any other persons, If/We will allow access as per mutually decided time.

I/We are also giving the undertaking that any liability arising out of GST or any other tax or any I additions that may become applicable on account of the purchase transaction of the said t, shall be paid by me/us." declared at Mumbai day of



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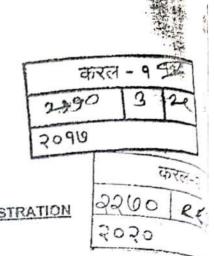
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POWER OF ATTORNEY FOR REGISTRATION

TO ALL TO WHOM THESE PRESENTS SHALL COME, We,

(1) Mr. Prakash Shah and (2) Mr. Manish Gupta, having office at

"Olympia", Central Avenue, Hiranandani Business Park, Hiranandani
Gardens, Powai, Mumbai 400076, DO HEREBY SEND GREETINGS

We have been authorized by the following Five Partnership Firms and one Company as their Authorised Signatories to sign cost agreements for sale of flats and other premises in respect of which allotment letters have been issued by the said Partnership Firms/Company / their Partners/Directors, hereinafter referred to the "Those Agreements".

The names of the Partnership Firms / Company -

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.(1) Lake View Developers, (2) Omega Associates, (3) Change Associates, (4) Crescendo Associates, (5) Alpha Associates and (6) Homeometric Private Limited.

AND WHEREAS, for the sake of convenience, we are desirous of appointing some persons to be our true and lawful attorney to admit execution of the Those Agreements signed by us/any of us and have the same registered, for us and in our names and also on behalf of the said five Partnership Firms / company who have authorized us as the Authorized Signatories.

NOW KNOW YE ALL MEN AND THESE PRESENTS WITNESSETH THAT We, (1) Mr. Prakash Shah and (2) Mr. Manish Gupta, do hereby appoint, authorize and constitute Attorneys each of the following persons viz (1) Mr. Dilip Kapadia, (2) Mr. Kinjal Desai, (3) Mr. Eadrinath N.

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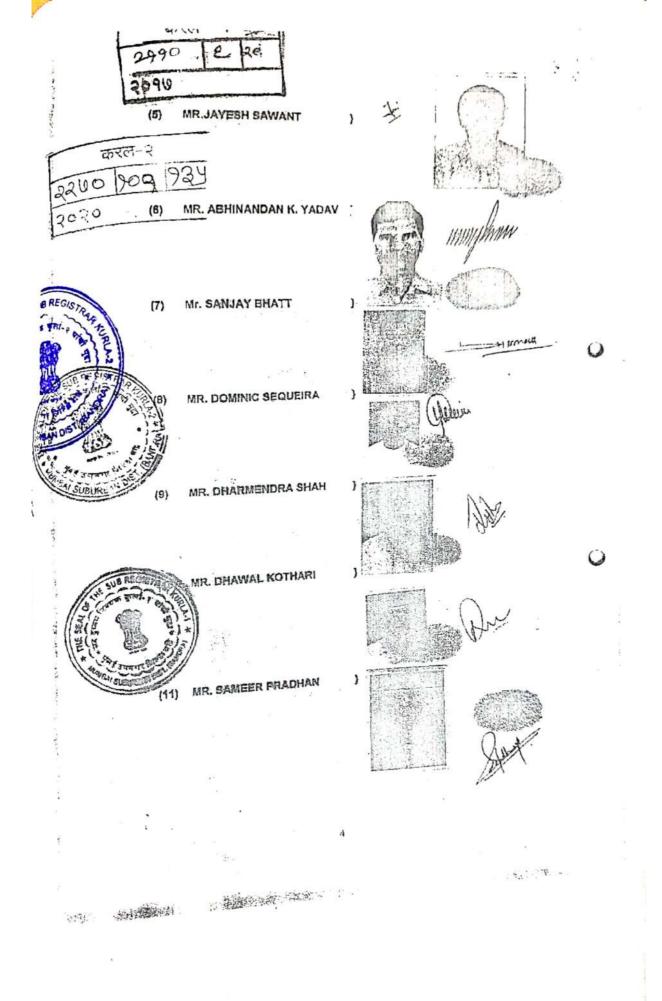
Hegde, (4) Mr. Rohan Sheth, (5) Mr. Jayesh Sawant, (6) Mr. Abhinandan K. Yadav (7) Mr. Sanjay Bhatt, (8) Mr. Dominic Sequelra (9) Mr. Dharmendra Shah, (10) Mr. Dhawal Kothari, (11) Mr. Sameer Orangan, (12) Mr. Deepak Suhag,(13) Mr. Mahesh Dodekar, (14) Mrs. Hilda Barboza, (15) Mr. Prakash Bhosale, (16) Mr. Sandeep Sarker 030 and (17) Mr. Narandra Sawant, to be our true and tawful attorneys in our names/in the names of all and/or any of the said Five Pertnership Firms / Company to do the following acts, deeds, matters and things jointly and करल -To appear before the Sub-Registrar of Assurances at Mumbai, Bandra, Vikhrall, Chembur, Andhen, Borivari, Navi Mumbai, Thane, Suns and perore all Sub-Registrar of Assurances of different places, districts all over Maharashtra and present Those Agreements signed by us, as the Authorized Signatories of the aforesald Firms / Company for registration. present for registration and admit execution of Those ements executed by us I any of us on behalf of the Sald 上部 Hership Firms / Company. To do all acts things necessary for the registration of the Those Agreements, to receive the same back after they are registered and to do all acts and things necessary in this behalf as effectively, as we could do. AND we do hereby for ourselves agree to confirm and ratify all such acts, deeds and things that may be lawfully done by our said attorneys and/or any of them on our behalf and in our names by virtue of this Power of Attorney and the same shall be binding on

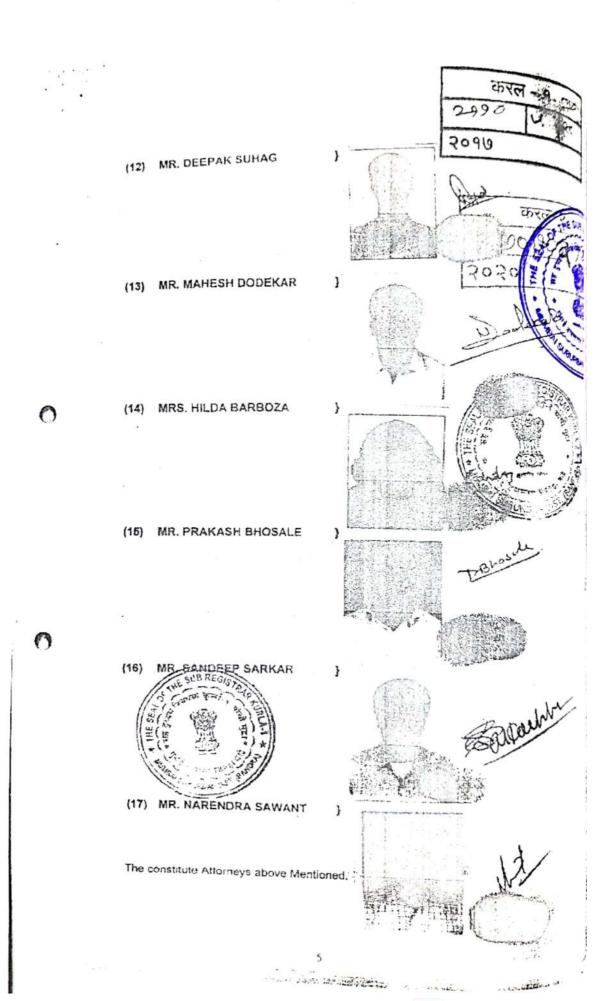
IN WITNESS WHEREOF, we have set and subscribed our hands hereunto this power of Attorney on this tell day of February 2017.

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} SIGNED AND DELIVERED BY THE WITHINNAMED } Mr.Prakash Shah Mr. Manish Gupta 2) IN THE PRESENCE OF (1) MR. DILIP KAPADIA MR. KINJAL DESAL R. BADRINATH N.HEGDE MR. ROHAN SHETH





Hiramandani AUTHORITY LETTER TO WHOMSOEVER IT MAY CONGERN In the regular course, the farm signs and executes agreement for sale of fists tend other promises in respect of which allotment letters have been issued by the said Partnership Firm / Partner, harelhafter referred to as "Those Agreements". Por the cake of convenience, we are authorising presently following two 200903 persons / officers, as the Authorised Signatories, to sign and execute individually for and on ballal, of the Firm only Those agreements in respect of which the Firm / the Partner of the Flore figures and all diment letters. Mr. Prakesh Shah (1) Mit Maniah/Gupia -(2) Dated this vo In day of January 2013 Mrs. Kamal-Hiranandani Surendra L. Hiranandani Partner Partner 1. 查查公司X2 Cross.

LAKE VIEW DEVELO 2090 TO WHOMSOEVER IT MAY CONCERN In the regular course, the linn signs and execution accommod for sale of flats and other premises in respect of which eliginary companies because by the sald Partnership Firm / Partner, hereinafter taler For the sake of convenience, we are rule daing presently sllowing two persons / officers, as the Authorised Signatorises elements assembly her interest for and on behalf of the Firm only Those Agreements in respect of vouch the Fy the Partner of the Firm has assued allotment letters. (1) Mr. Prakash Shan (2)Mr. Manish Gupta Dated this gth day of January 2013 Nirenjan L. Hiranandani-Partner Wo Accept -

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CLASSIQUE ASSOCIATES

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TO WHOMSOEVER IT MAY CONCERN

at the registre column, the firm signs and executes agreement for sale of that and other premises in respect of which allotment latters have been issued by the said Partnership Firm / Partner, hereinafter referred to as "Those Agreements".

For the sales of convenience we are authorising presently following two persons / officers, as the Authorised Signatories, to sign and execute individually for and on behalf of the Firm only Those Agreements in respect of which the Firm / the Partner of the Elim has leaved allolment letters.

- Mt. Prakash Shah (1)
- Mr. Manish Gupta

Dated this 4th day of January 201

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Mirenjan L. Hirenstideni Partner

Surendra L'Alranandani Partner

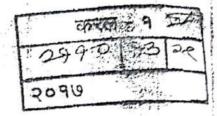
Mrs. Kamel Hiranandani

Wa Accept

CRESCENDO ASSOCI AUTHORITYLETTE TO WHOMSOEVER IT MU 2090 The firm intends to sign and execute agreements for leave enp Hiranandani 4777-2 respect of flats and car parks in the Building ADCONA, Sector Gardens, Powal, hereinafter referred to as Those For the sake of convenience, we are professional authorising to the profession of th persons / officers, as the Authorised Signatories (Signatories (Signatories)) individually for and on behalf of the Firm only Those screening which have been authorised by the erstwhile Partner/Partners and/or current Director/s of Transferee Company, HGP Community Mr. Prakash Shah (1) Mr. Manish Gupta Dated this 1.64 day of December 2016 Mrs. Kamal Hiranaridani Parlner We Accept -Manish Gupta Carponese Andreas: Circupa, Ceru el Aspa Intelhicacuntantanto websines una bire d Offices III. Desembly Congress Marchalle

ALPHA ASSOCIATES Hiranandani AUTHORITY LETTER TO WHOMSOEVER IT MAY CONCERN In the remulacion and the Danielins and executes agreement for sale of fats. and other pression in reason (a) which allatment letters have been issued by the co (sal Pathors | 14 M En this hairs hairs geterred to as Those Agreements. 22409060 For the suite of convenience, we are authorising presently following two persons / office and satisfying soil Signatories, to sign and execute individually 2050 which the Agreements in respect of which the Firm / for and on ba The state of the s

HGP Community Private Limited



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TO WHOMSOEVER IT MAY SO NOTED.

In the regular course, the Company signs project executes agreement for sale 2000-2 of flats and other premises in respect of which allotment letters have been is sued by the sald Company / Director, hereinafter referred to as Those Agreement O. 9.0 (

For the sake of convenience, we are presently authorising this following the persons / officers, as the Authorised Signatories, configurations individually for and on behalf of the Company only Thissy Agreements in respect of which the Company / the Director of the Company has assessed all three tests.

- (1) Mr. Prakash Shah
- (2) Mr. Manish Gupta

Dated this 10 day of February 2017

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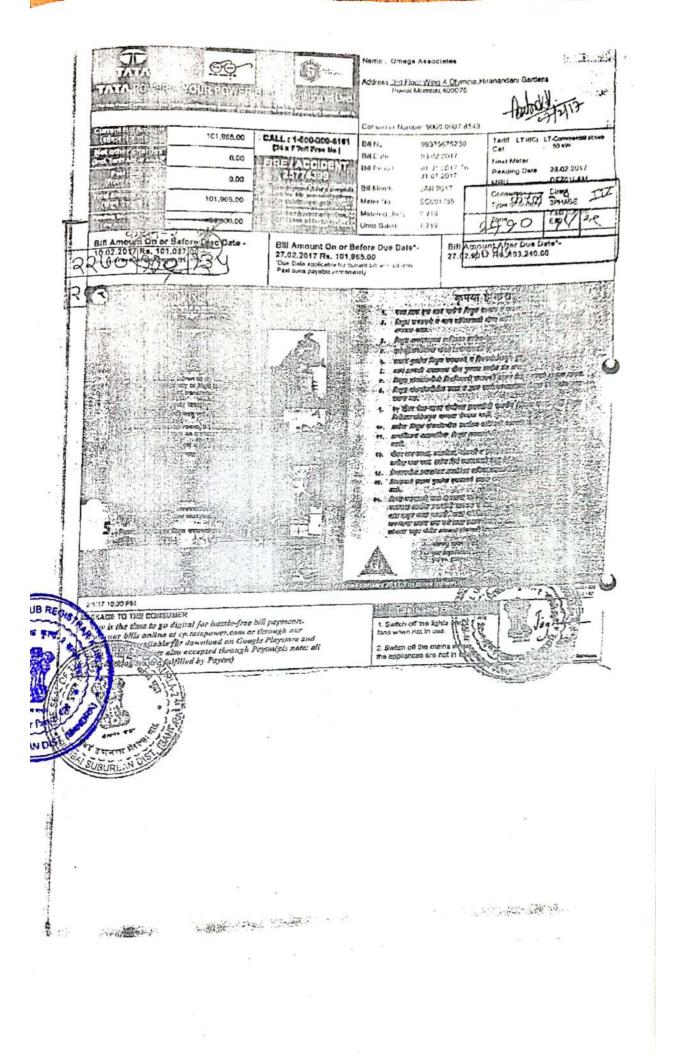
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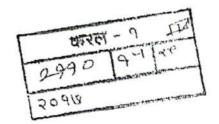
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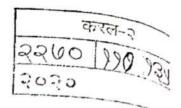
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Manish Gupta

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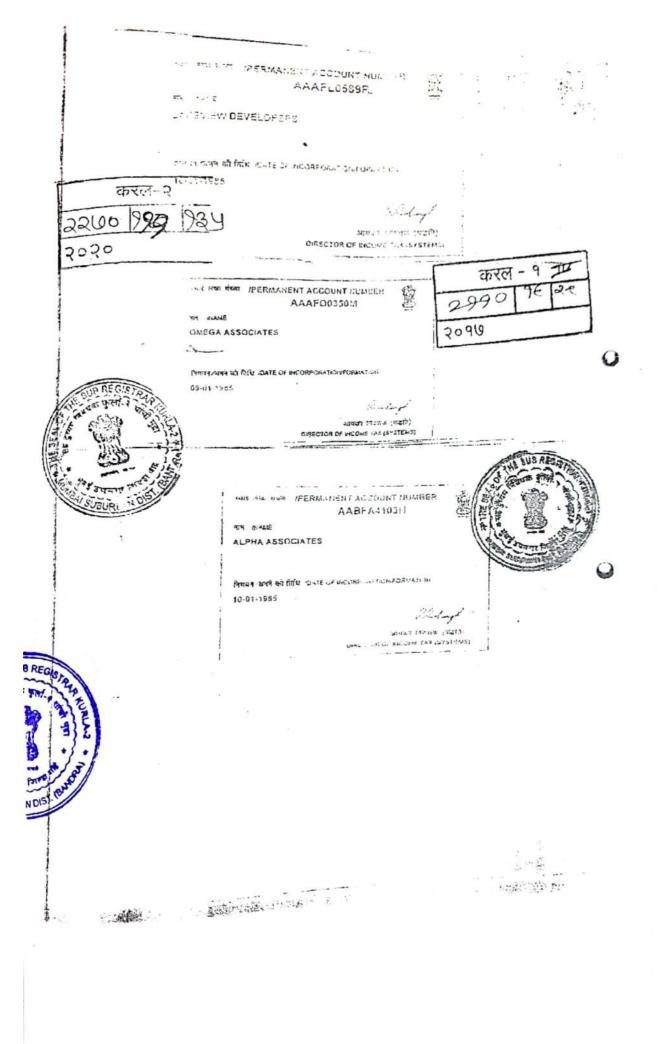


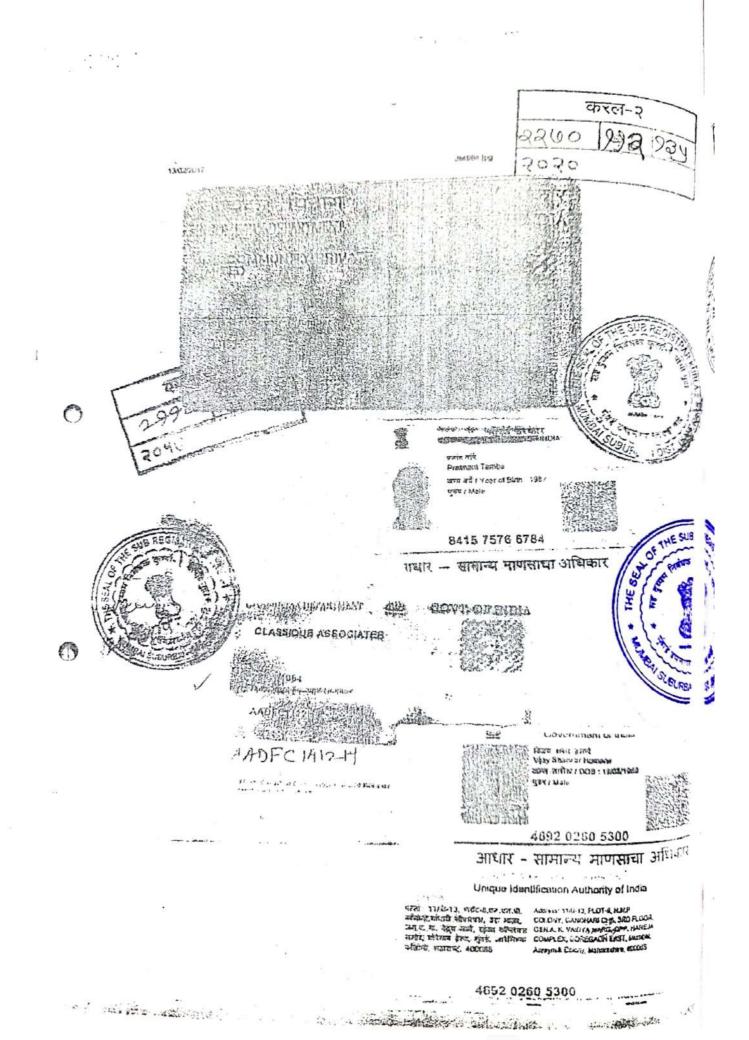




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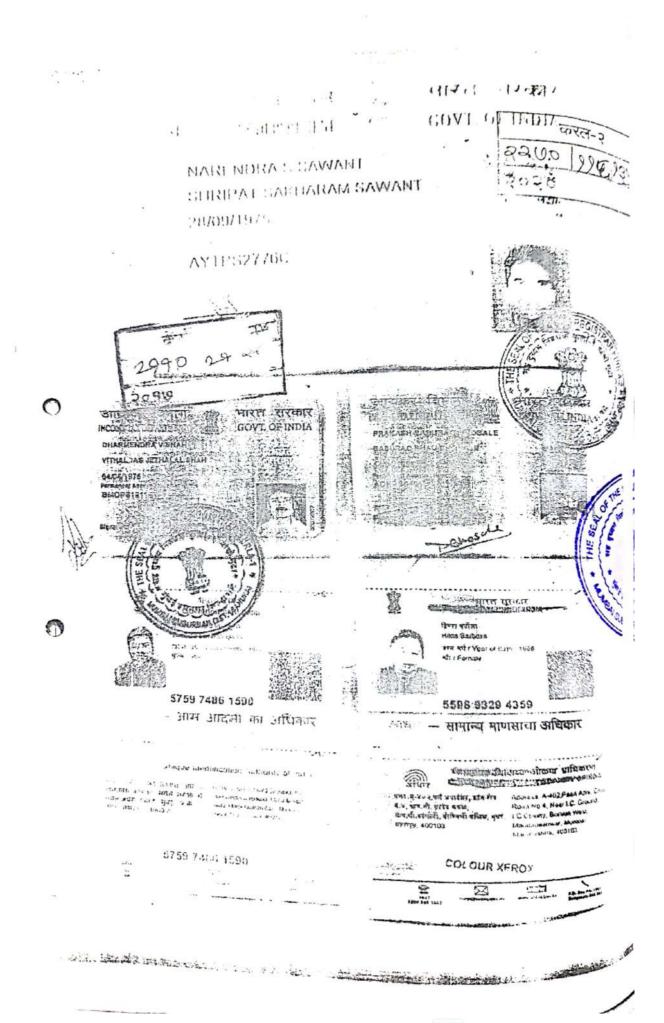


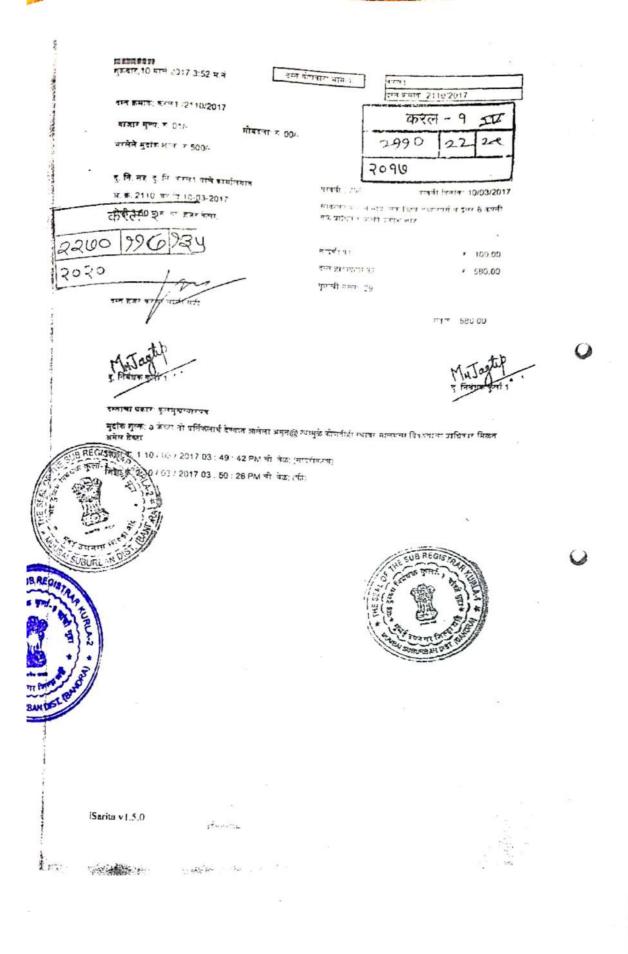


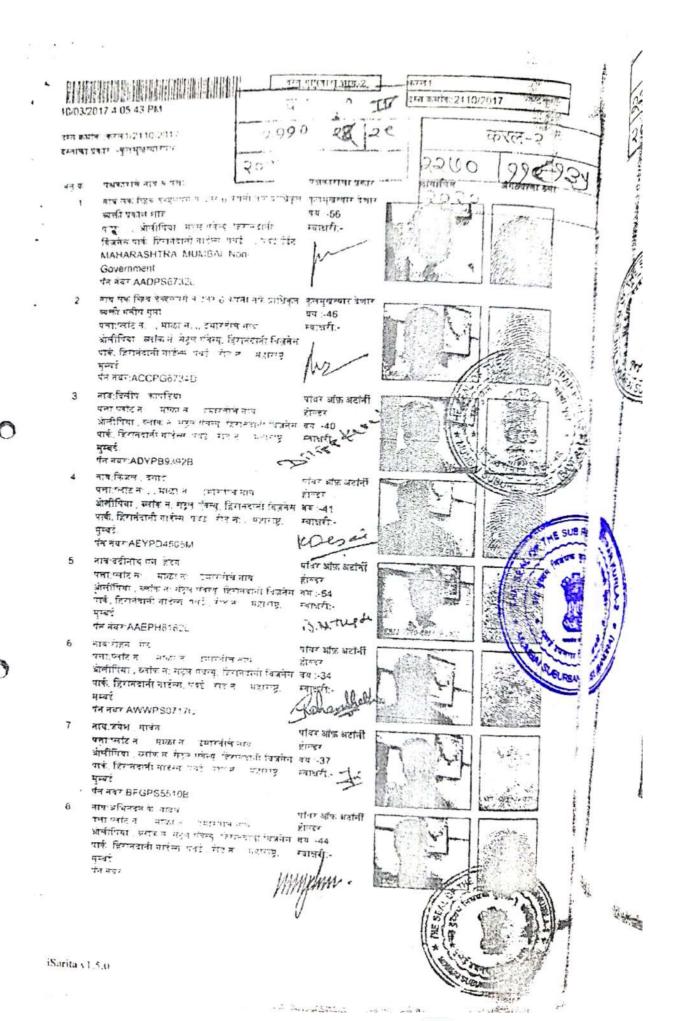


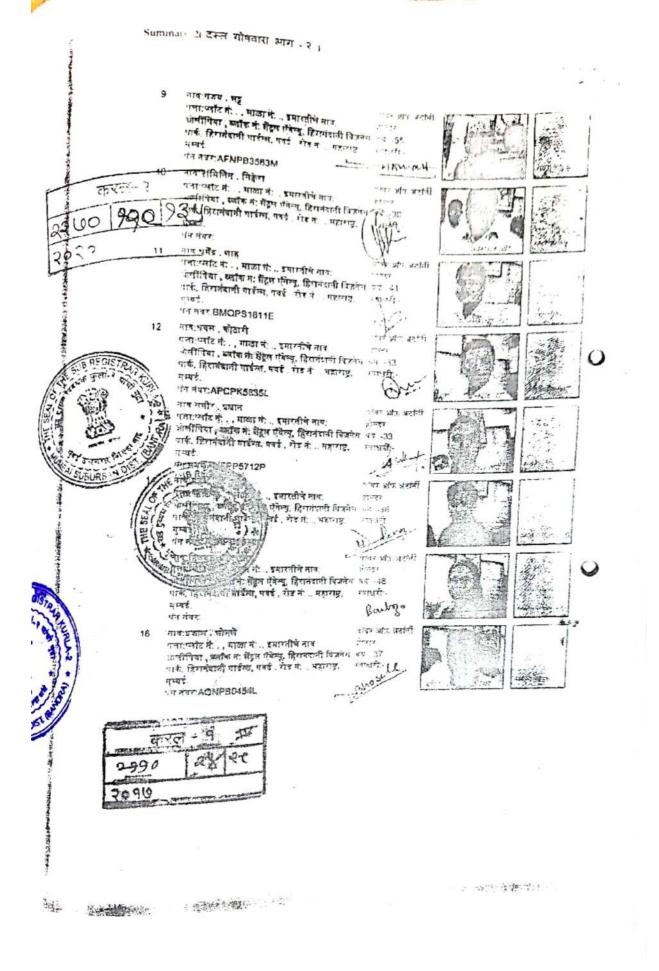


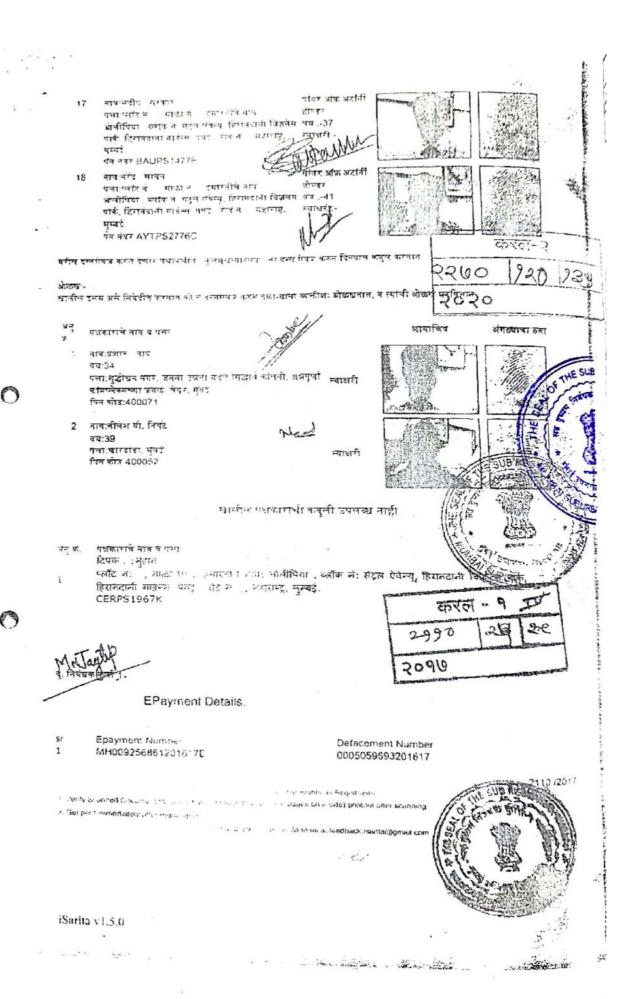


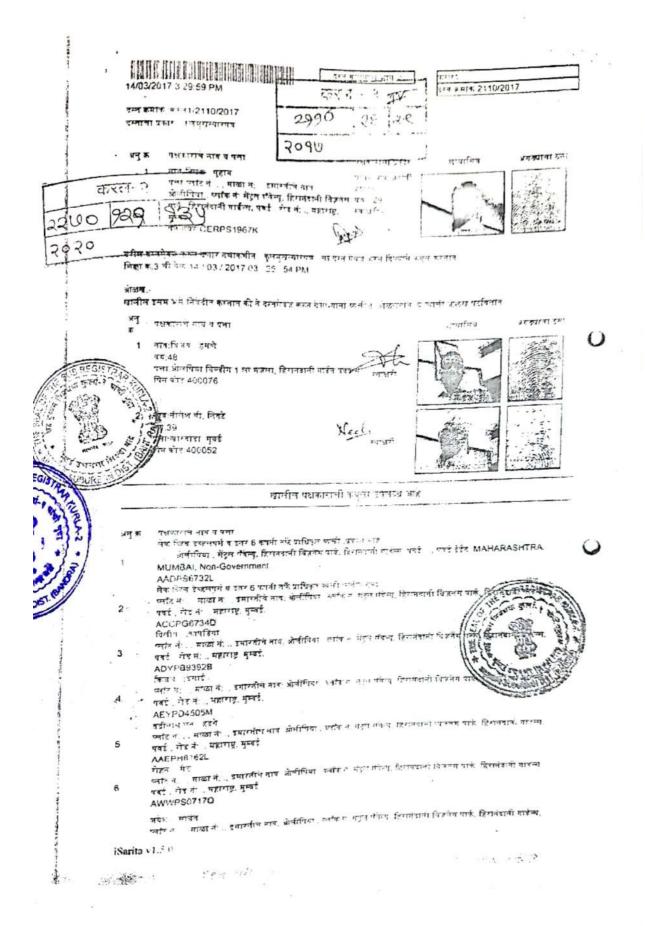












शकाय भाइ क्यांत म , भारता त : एवाप वाच वाच वाचापचा , स्थाक मः मेंद्रक स्वेत्यू, हिरानवामी बिहानम पान हिरानंद्रानी साईन्य पण्ये शेष्टा महाराष्ट्र वाष्ट्री AFNPB3583M राणिनिय सिष्ट ।। व्यक्ति में भाष्या में इमारशांव नाय क्षेत्रांशिया अनंक ने मेंद्रल गियम्य, हिरानंबानी बिक्रमण यात हिरानंबानी गार्टन्य : (1 पश्च मेड ने पहाराष्ट्र भावत

ल्याट म . . साक्षा त अभाग्यीच बाग अधीरिया ; स्वॉक तं: सेंट्रम एविन्यू, हिरानेवानी विक्रांसर पार्ट हिरानवानी गर्दक्त 11 पवर रोहत भशाराष्ट्र राख्ये BMOPS1811E

प्लाट न भाष्टा में अमान्योंने नाम बेलाविया, स्वांक हैं सेंद्रण प्यान्य, हिरानेवामी बिजनेंग पान हिरानेदानी गार्डक 12 गमदं गोप स महाराष्ट्र स्मार APCPK68351 मधीर प्रधान

फ्लॉट सं. , आका वं , डमारगांच आवः अवंधिया , रहाँवः तंः संदुल ग्रैंबेन्य, हिरानंदानी विज्ञतंत्र पा 13 पच्छे, रोक्टनः , मक्षाराष्ट्र, गृह्यद AYEPP5712P मलेश : दाहरा

प्लांट में . माळा नं . इमारणीय गांध ओलीपया , ख्वांक में, मेंहल गुँवेम्य, हिरानंबानी बिजनाय कि 14 पदर् रोड न. , महाराष्ट्र प्रवर्ष ALAPOG0780

हिल्ला बारधीका प्लाट न: माळा त , उनारगांच नाव कंशींगिया , ब्लाफ नं: सेंट्रल ग्विंग्यू, हिरानंबानी विजनेस पार्थ पवर्द , रीड में पहारहा सम्बर्ध

व्यांट त. . माध्य त . इम्मरनीय कार्य कार्यापया , व्यांक नं: गेंडूल ग्रेंबेन्यू, हिरानंदानी विक्रानंभ पार्थः हिरानदानी वा पवरं रोड नः . महाराष्ट्र मध्यरं

Teche Been विक्रिकारिक कि अपनीत भाग अन्यानिया , ब्लोक ने: सेंट्रभ एकिन्यू, क्रियानंताकी विक्रनेश पानं, हिरानदाली व \$BAU

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व्हांट में. साखा ग. इशायतीच नाथ अव्यक्तिया स्वांक ते. सेंद्रक ऐथेन्यु, हिरानंवानी बिज़नेम गार्थ, हिरानंवानी वार्यन्य षवई , रोड स .. संटाराष्ट्र भागाई ACCPG6734E दिसीय कार्याहरा

्रभाळा सः , उमारताच नायः जेलागियाः, ज्यामः नः संद्रक्त एँयेन्यु, हिराजवानी विज्ञनेम भागः हिरानदानी गाउँक्य प्रमार ने संस्था । महाराष्ट्र, मुख्य ADYPB93928 विजय . देगारं

प्लॉट नः , माष्टा न .. इसारतीन नाप आर्थिणया , स्वॉफ नं: सेंहुल म्हेरानवासी बिजनेस पार्थ हिरानवासी गार्टना AEYPD4505M बदीनाय गन. रेडगे

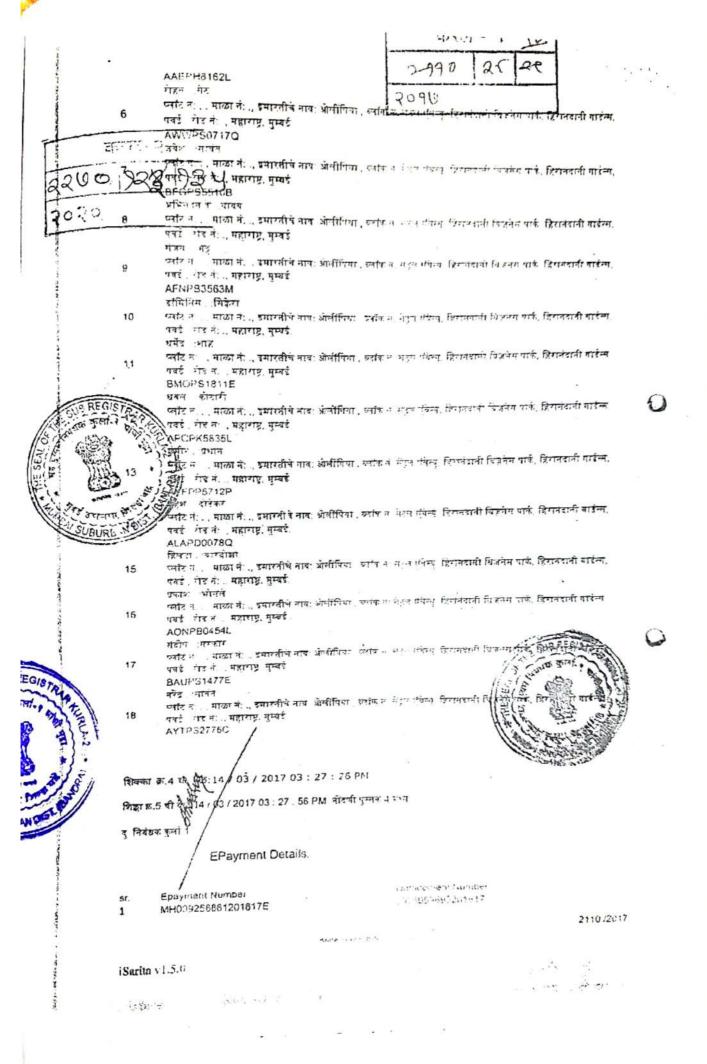
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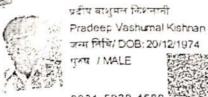
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18/02/2020







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अबरनाय, ठाणे. 6381 5839 4580 महाराष्ट्र - 421501

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विकास अवस्माय देन अवरताथ, काणे.

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उराधकर विभाग INCOME TAX DEPARTMENT NEHA PHADEEP KISHNANI

EARTOSH BUDHRANI AFOPKIZ25A



A. S. Mahmarina

VASHUMAL NARAINDAS KISHNANI

ABHPK6790K

आयकर विभाग

INCOME TAX DEPARTMENT PRADEEP VASHUMAL KISHNANI



Data of ESBTR for GRN MH012094216201920S Bank - PUNJAB NATIONAL BANK

Bank/Branch Pent Txn id

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Pmt DtTime

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FLAT NO 201.SORRENTO HIRANANDANI GARDENS, : POWAI MUMBAI Maharashtra

Duty Payer

Prop Descr

PAN-ABHPK5790K PRADEEP KISHNANI

Other Party

PAN-AADCH8389P HGP COMMUNITY FVT LTD

Bank Scroll No

Bank Scroll Date : 15/02/2020 .

RBI Credit Date

Mobile Number

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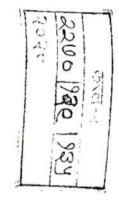


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Received from PRADEEP KISHNANI, Mobile number 9890503000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 2270 dated 18/02/2020 at the Sub Registrar office Joint S.R. Kurla of the District Mumbai Sub-urban District of the District Mumbai Sub-urban District

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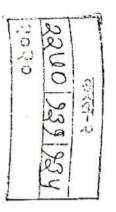
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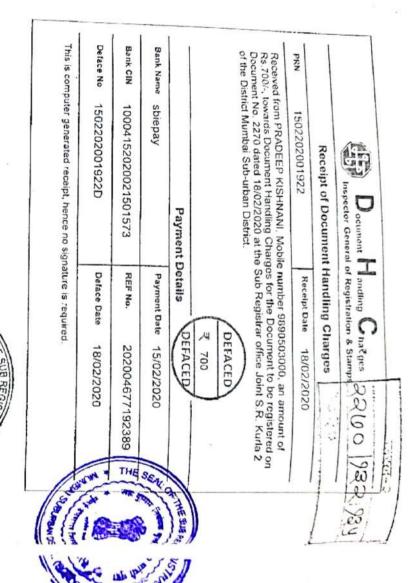
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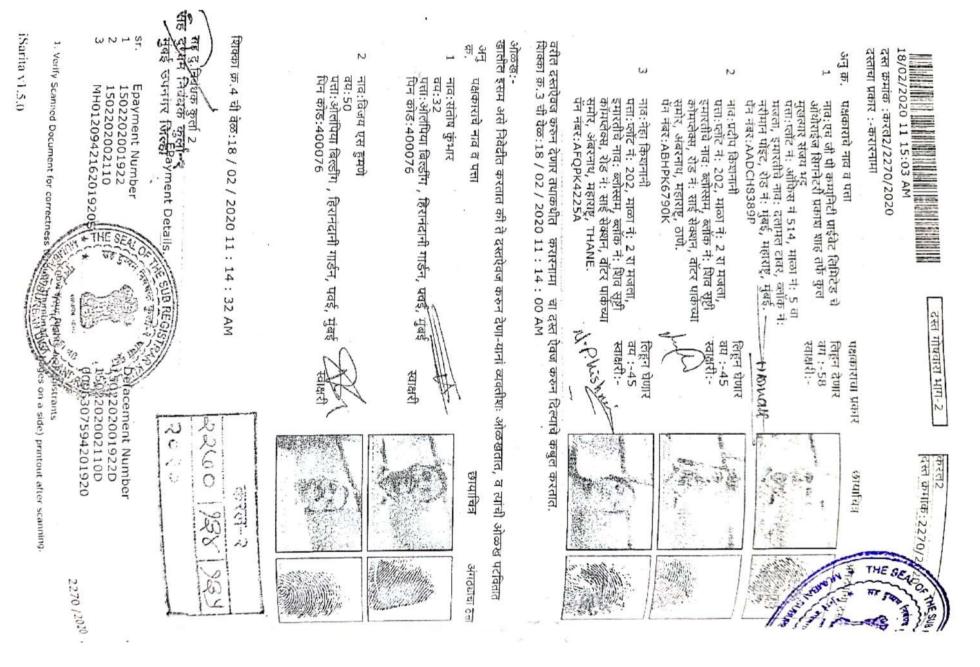




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गावाचे नाव: विक्रोळी दस्तऐवजाचा अनुक्रमांक

दस्तऐवजाचा अनुक्रमांक: करल2-0-2022

दस्तऐवजाचा प्रकार :

सादर करणाऱ्याचे नाव: कमलेश साटम

वर्णन दस्त क्र 2270/2020

दासताचि परत

रु. 675.00

12 In SEP 2022

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र. 675.00

सहस्रोनेवंदर्क कुर्ला

1); देयकाचा प्रकारः eChallan रक्कमः रु.6/5/-डीडी/धनादेश/पे ऑर्डर क्रमांक: MH008062493202223E दिनांक: 21/09/26222पनगर जिल्हा बँकेचे नाव व पता: