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पावती

Thursday, November 26, 2020

1:07 PM

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 8860 दिनांक: 26/11/2020

गवाचे नाव: पोयसर

दस्तावेजाचा अनुक्रमांक: बरल-2-8301-2020

दस्तावेजाचा प्रकार: कतारनामा

सादर करणाऱ्याचे नाव: आशिष विजयकुमार पांडेय

नोंदणी फी

₹. 30000.00

○ दस्त हाताळणी फी

₹. 2520.00

पृष्ठांची संख्या: 126

एकूण:

₹. 32520.00

आपणास मूळ दस्त, धबनेत प्रिंट, सूची-२ अंदाजे

1:22 PM ह्या वेळेस मिळेल.

जाजार मुल्य: ₹. 19618128.53 /-

मोबदला ₹. 23900000/-

मत्तेले मुद्रांक शुल्क : ₹. 478000/-

सह दुय्यम निर्बंधक नोंदणी कार्यालय

मुंबई उपनगर जिल्हा.

REGISTERED ORIGINAL DOCUMENT

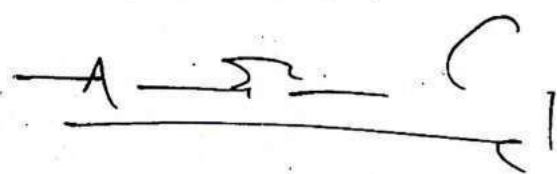
BELEVERIED ON 26/11/2020

1) देवकाचा प्रकार: By Cash रक्कम: ₹ 2520/-

2) देवकाचा प्रकार: eChallan रक्कम: ₹. 30000/-

टीडी/घनादेश/पि ऑर्डर क्रमांक: MH007235164202021M दिनांक: 26/11/2020

बंकेचे नाव व पत्ता:





CHALLAN
MTR Form Number-6



GRN	MH007235164202021M	BARCODE	Date 25/11/2020-19:16:35		Form ID	25.2
Department	Inspector General Of Registration		Payer Details			
Type of Payment	Stamp Duty		TAX ID / TAN (If Any)			
	Registration Fee		PAN No.(If Applicable)	AKUPP5420H		
Office Name	BRL2_JT SUB REGISTRAR BORIVALI 2		Full Name	Ashish Vijaykumar Pandey		
Location	MUMBAI		Flat/Block No.	Flat No 1603, Savana Phase 2, Tower B		
Year	2020-2021 One Time		Premises/Building			
Account Head Details		Amount In Rs.	Road/Street	Thakur Village, Kandivali East		
0030045501	Stamp Duty	478000.00	Area/Locality	Mumbai		
0030063301	Registration Fee	30000.00	Town/City/District			
			PIN	4	0	0 1 0 - 1
			Remarks (If Any)	SecondPartyName=Simba Properties LLP-CA=23900000		
			Amount In	Five Lakh Eight Thousand Rupees Only		
Total		5,08,000.00	Words			
Payment Details	PUNJAB NATIONAL BANK		FOR USE IN RECEIVING BANK			
Cheque-DD Details			Bank CIN	Ref. No.	03006172020112000939	251120M281647
Cheque/DD No.			Bank Date	RBI Date	25/11/2020-12:23:37	Not Verified with RBI
Name of Bank			Bank-Branch	PUNJAB NATIONAL BANK		
Name of Branch			Scroll No. , Date	Not Verified with Scroll		

Department ID :

NOTE:- This challan is valid for document to be registered in Registrar office only. Not valid for unregistered document. Mobile No. : 9820114761
 सदर चलन केवल दृश्य निबंधक कार्यालय में दर्ज कराने के लिए ही लागू है। नोदणी न कराने के लिए दस्तावेजों के लिए सदर चलन लागू नहीं है।



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AGREEMENT FOR SALE

AGREEMENT FOR SALE made at Mumbai, this 26TH day of NOVEMBER in the year Two Thousand and Twenty,

BETWEEN

Simba Properties LLP, a limited liability partnership registered under the Limited Liability Partnership Act, 2008, having its registered office at Stadium House, 2nd Floor, Block I, 81/83 Veer Nariman Marg, Churchgate. Mumbai 400 020, CIN No. 27ADTFS2466C1ZR, represented herein by its Designated Partner, Mr. Cyrus Mody, hereinafter referred to as the "Promoter" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the One Part,

AND

Mr. Ashish Vijaykumar Pandey and Mrs. Shweta Ashish Pandey, Indian Inhabitant/s having his / her / their address at Flat No. D/4A, Viceroy Court, Thakur Village, Kandivali (East), Mumbai - 400 101, hereinafter referred to as the "Allottee/s" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in the case of a/an: (i) individual or individuals, his, her or their respective heirs, legal representatives, executors, administrators, successors and permitted assigns, (ii) limited company, or limited liability partnership, its successors and permitted assigns, (iii) partnership firm, the partners from time to time of the firm and the heirs, legal representatives, executors and administrators, of its last surviving partner its or their successors and permitted assigns, (iv) hindu undivided family, the karta and manager and the coparceners from time to time thereof and the survivors or survivor of them and the heirs, legal representatives, executors and administrators, of the last survivor of them, its or their successors and permitted assigns and (v) trust, the trustees for the time being and from time to time of the trust and the survivors or survivor of them and its/their successors and permitted assigns) of the Other Part.

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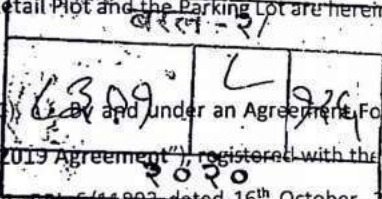
The Promoter and the Allottee/s are hereinafter, wherever the context may so require, individually referred to as "Party" and collectively referred to as "Parties".

Whereas:

(A) Nanabhoy Jeejeebhoy Private Limited, a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at Noshriwan Mansion, 3rd Floor, Henry Road, Colaba, Mumbai 400001 ('NJPL') is the de jure owner of lands, admeasuring in the aggregate approximately 370 Acres 22 Gunthas and 12 Ares, in Revenue Village Poisar, Taluka Borivali, District Mumbai Suburban in Greater Mumbai as described therein (hereinafter referred to as the "Entire Lands") and Bombay Real Estate Development Company Private Limited, a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at Noshirwan Mansion, 3rd Floor, Henry Road, Colaba, Mumbai 400 001 (hereinafter referred to as "BREDCO"), is the de facto owner of the Entire Lands with rights to alienate and develop the same.

(B) The Collector has vide its Order dated 24th July, 2001 read with Order dated 10th January, 2002, permitted the sub-division/amalgamation of a portions of the Entire Lands including: (i) land admeasuring approximately 3,001.5 square meters bearing City Survey No. 809/A/1/1/6 being reserved for Market Retail (hereinafter referred to as "Market Retail Plot") and (ii) land admeasuring approximately 3,360.9 square meters bearing City Survey No. 809/A/1/1/7 being reserved for Parking Lot (hereinafter referred to as "Parking Lot"), on the terms and conditions stated therein. The Market Retail Plot and the Parking Lot are hereinafter for brevity sake referred to as the "Sale Land".

(C) By and under an Agreement For Sale dated 16th October, 2019 (hereinafter referred to as the "2019 Agreement"), registered with the Office of the Sub-Registrar of Assurance at Borivali under Serial no. BRL-6/11893 dated 16th October, 2019, made by and between NJPL as Owner of the First Part, BREDCO as BREDCO of the Second Part and the Promoter as Purchaser of the Third Part, NJPL and BREDCO have agreed to sell and convey, and the Promoter has agreed to purchase and acquire, the Sale Land, together with the benefit of the approvals, free from all encumbrances, claims, demands, doubts and disputes and with a clear and marketable title and together with the quiet, vacant and peaceful physical possession of the Sale Land. The sale and conveyance of the Sale Land in favour of the Promoter will be completed upon the compliance of the terms and conditions referred to in the 2019 Agreement;



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(D). The latest D. P. Remarks reflects that the entire Sale Land is affected by reservations, that is, a portion of the Sale Land admeasuring approximately 3,001.5 square meters bearing City Survey No. 809/A/1/1/6 is affected by Market Retail and the balance portion of the Sale Land admeasuring approximately 3,360.9 square meters bearing City Survey No. 809/A/1/1/7 is affected by Parking Lot.

(E). The Promoter has, in the interim, obtained from the Municipal Corporation of Greater Mumbai (hereinafter referred to as the "MCGM") the initial approvals in respect of the development of the Sale Land (hereinafter collectively referred to as the "Initial Approvals"), including: (i) its letter bearing reference no. CHE/A- 3990/BP(WS)/AR (hereinafter referred to as the "Development Permission") under which the MCGM has granted its permission to develop the Sale Land under Regulation No.17(1) of Development Control for Promotion and Regulation for Greater Mumbai, 2034 (hereinafter referred to as "DCPR 2034") upon the terms and conditions recorded therein, more specifically being (a) a portion of the Sale Land admeasuring 1,500.75 square meters reserved for public purpose of RSA1.2 (Retail Market with Vending Zone) ("MCGM Reserved Plot") should be carved out from the Sale Land and a building admeasuring 1,500 square meters (built-up area) together with adequate car-parking spaces as required under DCPR 2034 ("Proposed Market Building") is to be constructed thereon and the MCGM Reserved Plot together with the Proposed Market Building should be handed over to the MCGM, free of cost and the car-parking spaces shall be for the exclusive use of the MCGM and (b) a parking lot being reservation RT1.6 admeasuring 4,201.13 square meters (built-up area) ("MCGM Parking Lot") is to be constructed and handed over to the MCGM, free of cost. (ii) the Intimation of Disapproval bearing no. CHE/A- 3990/BP(WS)/AR/IOD/1/New, (hereinafter referred to as the "IOD"), (iii) the Commencement Certificate bearing reference no. CHE/A-3990/BP(WS)/AR/CC/1/New on 11th November, 2019 issued by the MCGM (hereinafter referred to as the "Commencement Certificate"), and (iv) its letter bearing reference no. CHE/A-3990/BP (WS)/LOR (hereinafter referred to as the "Layout Approval") under which the MCGM has approved the layout of the Sale Land upon the terms and conditions recorded therein;

(F). In accordance with the Development Permission, the Promoter: (i) has carved out a portion of the Sale Land admeasuring approximately 1,500.75 square meters reserved for public purpose of RSA1.2 (Retail Market with Vending Zone), shown delineated by a red color boundary line on the plan annexed hereto and marked Annexure 'A' (hereinafter referred to as the "MCGM Reserved Plot") and a building admeasuring 1,500 square meters (built-up area) together with adequate car-parking spaces as required under DCPR 2034 ("Proposed Market Building") will be constructed thereon in accordance with the Development Permission and the MCGM Reserved Plot together with the Proposed Market Building should be handed over to the MCGM, free of cost along with car-parking spaces which shall be for the exclusive use of the MCGM. The Promoter has handed over the representative possession of the MCGM Reserved Plot upon the terms and conditions contained in the Advance Possession Receipt bearing reference no. CHE/A- 3990/BP(WS)/AR and (ii) shall construct a parking lot admeasuring approximately 4,201.13 square meters (built-up area) (hereinafter referred to as "MCGM Parking Lot")



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in the basement of the Composite Building (defined hereinafter) for the exclusive use of the MCGM, free of cost and free from encumbrances and the Flat holder shall be bound to abide by the terms and conditions of the Initial Approvals and the Approvals (defined hereinafter) in respect of the same and the Promoter shall upon construction of the MCGM Parking Lot hand over the same to the MCGM; in accordance with the Development Permission;

(G). The aforesaid Land (comprising the Market Retail Plot and the Parking Lot) less the MCGM Reserved Plot admeasuring approximately 1,500.75 square meters (which has been, or shall be, handed over to the MCGM during the course of development) admeasures approximately 4,861.65 square meters and is more particularly described in the First Schedule hereunder written and shown demarcated in red colour boundary line on the plan annexed hereto and marked Annexure 'A' (hereinafter referred to as the "Whole Project Land");

(H). The Promoter shall exclusively own, hold and enjoy, the entire current, enhanced, future and anticipated benefits, FSI, premium/ paid FSI, fungible FSI, incentive/ additional/ compensatory/ floating FSI, DR, TDR, and other development potential, benefits, potential, yield, and advantages and/or as may be available on any account whatsoever, and/or any other rights and/or benefits of any nature whatsoever, and by whatever name called or may be, available, or acquired, under any Applicable Law (defined hereinafter), or otherwise howsoever, including by way of hand over and/or transfer, to any governmental authority/ies or persons, of any or all of the reservations or any part/s of the Whole Project Land (hereinafter collectively referred to as "Development Potential").

(I). The Promoter intends to develop the Whole Project Land in three phases over a period of time, by constructing thereon a complex to be known as "Savana" (hereinafter referred to as "Whole Project"); that is, the development and construction thereon, of a composite residential-cum-public parking lot building (hereinafter referred to as the "Composite Building") comprising of two proposed multi-storied buildings to be respectively known as Tower 'A' (i.e., Wing 'A' as per Approvals (defined hereinafter)) and Tower 'B' (i.e., Wing 'B' as per Approvals (defined hereinafter)), each having approximately thirty-four habitable floors, together with two basements (to accommodate the MCGM Parking Lot), ground/stilt, five parking podiums, one non motorable landscaped podium and together with various infrastructure, amenities and facilities including multi-level/ mechanical parking spaces thereon. It is clarified by the Promoter that each phase of the Whole Project (as and when undertaken) will comprise of earmarked sections of Composite Building and it is expressly informed by the Promoter and understood and accepted by the Allottee/s that the Promoter will be submitting, in phases, the aforesaid proposed revised plans for sanction to the MCGM and the development will be carried out by the Promoter (on its own account and for its own benefit) in phases, in accordance with the plans



Development Potential		
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sanctioned from time to time, so as to utilize the maximum Development Potential of the Whole Project Land. It is to be further clarified that:

(I). The ground floor of the Composite Building will have the retail premises shown shaded in red on the plan annexed hereto and marked Annexure 'B' (hereinafter referred to as the "Project Flats") and the habitable floors of Tower 'A' and Tower 'B' will have residential flats shown shaded in blue on the plan annexed hereto and marked Annexure 'B' (hereinafter referred to as the "Tower A&B Flats"). The Project Flats and the Tower A&B Flats and hereinafter collectively referred to as the "Premises";

(II). The MCGM Parking Lot will be a part of the Composite Building and the Promoter has earmarked the entire two level basement for the construction of the same and the Promoter has earmarked a separate access to the same.

(J). One of the aforesaid phases is the development and construction of Project Flats on the ground floor of the Composite Building, together with the common areas and amenities attributable thereto as described in Part A of the Statement annexed hereto and marked Annexure 'C' (hereinafter referred to as the "Limited Common Areas & Amenities"). The development and construction of Project Flats on the ground floor of the Composite Building and the Limited Common Areas & Amenities hereinafter referred to as the "Project". The development and construction of the Balance Projects and the common areas and amenities respectively attributable thereto are hereinafter collectively referred to as the "Balance Projects".

(K). As a part of the Whole Project, the Promoter also intends to develop and construct various areas, amenities, utilities on the ground floor, the podium and rooftop (hereinafter referred to as the "Common Areas & Amenities"). The Common Areas & Amenities have been earmarked/ designated for the exclusive use and benefit of the purchasers and allottees of the Tower A and Tower B Flats in the Balance Projects. It is to be clarified that the purchasers and allottees of the Project Flats in the Project shall not be entitled to utilize the Common Areas & Amenities

(L). The subject matter of this Agreement is an agreement to allot and sell an Flat in the Project and the Allottee/s shall not be concerned with any part of the MCGM Parking Lot and/or any other part of the MCGM Reserved Plot.

(M). The Promoter has registered the Project as a "real estate project" as defined under the Real Estate (Regulation & Development) Act, 2016 and the rules made thereunder, including the applicable Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules, 2017 and such amendments, enactments, modification including orders, regulations, circulars and notifications issued from time to time (hereinafter referred to as "RERA") with the Maharashtra Real Estate Regulatory



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Authority, Mumbai bearing MahāRERA Registration No.P51800023159. A photocopy of the Certificate evidencing such registration is annexed hereto and marked Annexure 'D'.

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

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



(P). The Promoter has obtained a Certificate of Title dated 27th November 2019, issued by Messrs. M. T. Miskita & Company, Advocates & Solicitors in respect of the Promoter's title to Whole Project Land (hereinafter referred to as the "Certificate of Title"), a photocopy of which is annexed hereto and marked Annexure 'F'.

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Below it, the initials "CM" and a horizontal line with a checkmark.

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

(R). The Allottee/s has/have approached, and applied to, the Promoter, for allotment to the Allottee/s, of a proposed Flat in the Project, described in Annexure 'G' hereto, shown on the typical floor plan thereof hereto annexed and marked Annexure 'G' and more particularly described in the Second Schedule hereunder written (hereinafter referred to as the "Flat"), with the right to use, as an amenity thereto, of the vehicle parking space/s and described in the Second Schedule hereunder written, the location and designated number of which will be determined by the Promoter and notified to the Allottee as provided herein. In this regard, the Allottee/s has/have demanded from the Promoter, and the Promoter has given to the Allottee/s, inspection of the documents and records relating to the Whole Project Land and the Project, as well as all other documents specified under RERA and MOFA (as applicable), including the Plans and Approvals as required to be disclosed. The Promoter has provided to the Allottee/s, inspection of the Certificate of Title dated 27th November 2019 issued by Messrs. M.T. Miskita & Company, Advocates & Solicitors in respect of the Promoter's right to develop to the Whole Project Land. The Allottee/s has/have demanded from the Promoter, and the Promoter has given to the Allottee/s, inspection of the documents and records relating to the Whole Project Land and the Project, as well as all other documents specified under RERA and MOFA (as applicable), including the Plans and Approvals as required to be disclosed. The Promoter has provided to the Allottee/s, inspection of the Certificate of Title dated 27th November 2019 issued by Messrs. M.T. Miskita & Company, Advocates & Solicitors in respect of the Promoter's right to develop to the Whole Project Land. The Allottee/s himself/herself/themselves/itself in respect thereof, including the Promoter's right to develop the Whole Project, including the Project, and its status.

(S). Based upon the agreements, confirmations and undertakings of, the Allottee/s herein, including to observe, perform and comply with all terms, conditions and provisions of this Agreement the Promoter has agreed to allot and sell the Flat to the Allottee/s, strictly upon and subject to the terms, conditions and provisions hereof.

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

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

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This Agreement and the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with Applicable Law.

15.15 Dispute Resolution

Arbitration

Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Real Estate Regulatory Authority as per the provisions of the RERA or the arbitration referred below.

All disputes, differences and/or claims arising under or in respect of this Agreement, and/or any terms, conditions or provisions hereof, shall be referred to arbitration of a sole arbitrator, who shall be one of the three persons named (in writing) by the Promoter to the Allottee/s, out of which the Allottee/s shall select one name, and such person shall thereupon act as the sole arbitrator and the decision/award of such arbitrator shall be final and binding on the Parties. The arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be in English language and shall be held only in Mumbai. The arbitrator shall have summary powers and be entitled to give interim directions and awards from time to time. The cost of the arbitration proceedings shall be borne by the Promoter and the Allottee/s in equal shares.

15.16 Jurisdiction

This Agreement shall be governed in all respects by Applicable Law and subject to the provisions of Article (15.15) (Dispute Resolution), courts at Mumbai shall have exclusive jurisdiction.



15.17 Survival

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

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15.18 The Promoter/Developer and Allottee/s respectively state/s that they are respectively assessed to Income Tax and their respective Permanent Account Numbers are as mentioned in the Statement annexed hereto and marked Annexure 'I'.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Whole Project Land)

All those pieces and parcels of freehold non-agricultural lands admeasuring approximately 3,001.5 square meters, bearing City Survey No. 809/A/1/1/6 and the land admeasuring approximately 3,360.9 square meters, bearing City Survey No. 809/A/1/1/7, both bearing Survey no. 38 (part), situate, lying and being at Village Poisar, Taluka Borivali, District Mumbai, within the limits of the Municipal Corporation of Greater Mumbai, in the Registration District and Sub-District of Mumbai and Mumbai Suburban, and bounded as follows, that is to say:

- On or towards the East : by the 36.60 meter wide Development Plan Road;
- On or towards the West : by the 13.40 meter wide Development Plan Road;
- On or towards the South : by the lands bearing C.T.S. Nos. 809/A/1/1/8 and 809/A/1/1/9; and,
- On or towards the North : by the 27.45 meter wide Development Plan Road.

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THE SECOND SCHEDULE ABOVE REFERRED TO:
(Description of the Flat and Parking Space/s)

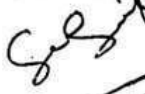

All that the proposed Flat bearing no. 1603, admeasuring approximately 94.20 square meters Carpet Area (RERA) that is, approximately 1014 square feet Carpet Area (RERA), on 16th habitable floor, of the Project, together with Two vehicle Parking Space/s in the Project known as knowr. as "SAVANA" situate on the Whole Project Land more particularly described in the First Schedule herein above.

IN WITNESS WHEREOF, the Parties have hereunto, and to the counterpart hereof, set and subscribed their respective hands, the day and the year first hereinabove written.

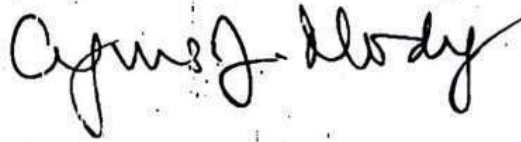


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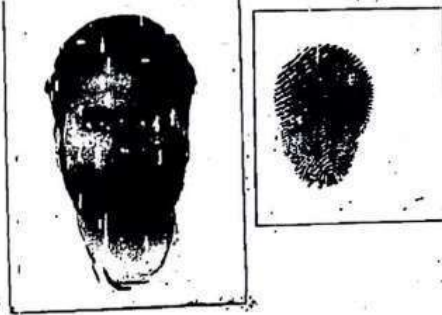
SIGNED by the within named
Promoter/Developer Simba Properties LLP
in the presence of

1) 
2) 

) For Simba Properties LLP



Partner / Designated Partner /
Constituted Attorney



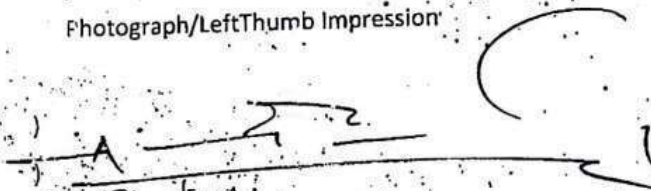
Mr. Cyrus Mody
Photograph/Left Thumb Impression

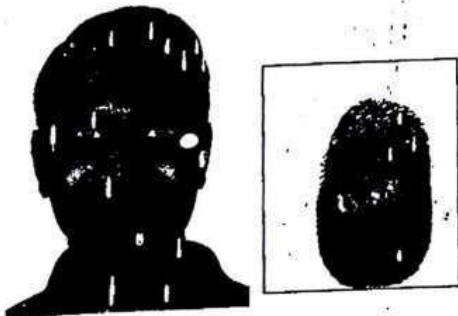
SIGNED by the within named Allottee/s,

- 1. Mr. Ashish Vijaykumar Pandey
- 2. Mrs. Shweta Ashish Pandey
- 3. _____
- 4. _____

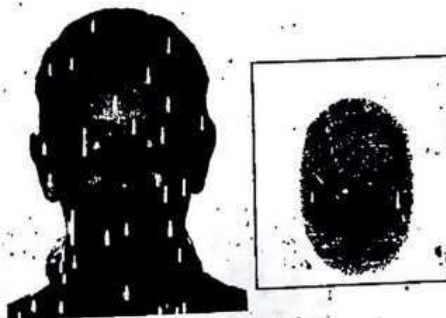
in the presence of

1) 
2) 





Mr. Ashish Vijaykumar Pandey
Photograph/Left Thumb Impression



Mrs. Shweta Ashish Pandey
Photograph/Left Thumb Impression

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Annexure 'D'

RERA Registration Certificate



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number : P51800023159

Project: SAVANA PHASE - 2 Plot Bearing / CTS / Survey / Final Plot No. : 309A/1 /1/6 and 809A/1/1/7 of Borivalli, Borivalli, Mumbai Suburban, 400101.

1. Simba Properties Llp having its registered office / principal place of business at Tehsil: Ward ABCD District: Mumbai City, Pin: 400020.

2. This registration is granted subject to the following conditions, namely:-

- The promoter shall enter into an agreement for sale with the allottees;
- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
- The promoter shall deposit seventy percent of the amounts realized by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (f) of sub-section (2) of section 4 read with Rule 5;

OR

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

The Registration shall be valid for a period commencing from 04/12/2019 and ending with 30/06/2025 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.

- The promoter shall comply with the provisions of the Act and the rules and regulations made there under.
- That the promoter shall take all the pending approvals from the competent authorities

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



Signature valid
Digitally Signed by
Dr. Vagant Ramnand Prabhu
(Secretary, MahaRERA)
Date: 28-06-2020 11:36:36

Dated: 18/05/2020
Place: Mumbai

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

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COMMENCEMENT CERTIFICATES

C - 3



MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CHE/A- 3990/BP(WS)/AR/CC/1/New

COMMENCEMENT CERTIFICATE

To,
DIRECTOR, BOMBAY REAL ESTATE
DEVELOPMENT CO. PVT. LTD. C.A. TO OWNER
Noshirwan Mansion, Henry Road, Colaba, Mumbai
400001

Sir

With reference to your application No. CHE/A. 3990/BP(WS)/AR/CC/1/New Dated. 02-Nov-2018 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 302 (Submission of Layout cases) dated 02 Nov 2018 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S. No: 809-A/1/1/6, 809-A/1/1/7 Division / Village / Town Planning Scheme No. POISAR/R/S situated at THAKUR VILLAGE ROAD Road / Street in R/S Ward Ward

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

1. The land vacated on consequence of the endorsement of the setback line/ road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-
 - a. The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - b. Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - c. The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him or such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri. Vinod K Kekan Executive Engineer to exercise powers and functions of the Planning Authority under Section 45 of the said Act.



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This CC is valid upto 10/11/2020.

Issue On : 11 Nov 2019

Valid Upto : 10 Nov 2020

Application Number :

CHE/A- 3990/BP(WS)AR/CC/1/New

Remark :

This CC is granted upto Plinth level only as per Zero FSI IOD plan dt.05.11.2019



✓
Name : VINOD KONDRAV
KEKAN
Designation : Executive
Engineer
Organization : MUNICIPAL
CORPORATION OF
GREATER MUMBAI
Date : 11-Nov-2019 12:43:52

For and on behalf of Local Authority

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Annexure 'E-2'

DEVELOPMENT PERMISSION

Form 246
23

In replying please quote No.
and date of this letter.



MUNICIPAL CORPORATION OF GREATER MUMBAI

Intimation of Disapproval under Section 346 of the Mumbai Municipal Corporation Act, as amended up to date.

No. CHE/A-3990/BP(WS)/AFU/OD/1/New

MEMORANDUM

Municipal Office,
Mumbai

To
DIRECTOR, BOMBAY REAL ESTATE DEVELOPMENT CO. PVT. LTD. C.A. TO OWNER
Noshirwan Mansion, Henry Road, Colaba, Mumbai 400001

With reference to your Notice 337 (New), letter No. 7658 dated 2/11/2018 and the plans, Sections Specifications and description and further particulars and details of your buildings at Proposed building on plot bearing C.T.S. No. 809A/1/1/6 & 809A/1/1/7 Of village Poisar at Kandivali (E) 809-A/1/1/6, 809-A/1/1/7 furnished to me under your letter, dated 2/11/2018. I have to inform you that, I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 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.

- 1 That the Janata Insurance Policy shall not be submitted.
- 2 That the requisitions of Regulation No. 49 of DCPR-2034 shall not be complied with and records of quality of work, verification report, etc. shall not be maintained on site till completion of the entire work.
- 3 That the bore well shall not be constructed in consultation with M.E.
- 4 That the work shall not be carried out between 10 A.M. to 05 P.M. of notification issued by Ministry of Environment and Forest department dated 14.12.2000 and Rules framed for noise pollution (Regulation & Control) Rules 2000 shall be duly observed.
- 5 That the Board shall not be displayed showing details of proposed work, name of Owner, Developer, L.S., R.C.C. consultant etc.
- 6 That this provisional I.O.D. shall be used as an instrument to vacant the occupants of the building.
- 7 That the concession if any required before claiming F.S.I. shall not be applied along with map, N.O.C. from authorities concerned as per Reg. No. 10(3)(xiii) of DCPR-2034.
- 8 Remarks, design, planning etc. from the respective consultant for following :- Internal

Page 1 of 10 dated 05-Nov-2018



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- 3 That the amended Remarks of concerned authorities / panelled 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) Sewerage d) Water Works e) Fire Fighting Provisions f) Tree authority g) Hydraulic Engineer h) PCO i) NOC from Electric Supply Company j) CPO k) AA&C R/S
- 4 That the Material testin report shall not be submitted
- 5 That the yearly progress report of the work will not be submitted by the Architect.
- 6 That the extra water and sewerage charges shall be paid to Assr. Engineer Water Works, before C.C.
- 7 That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents, etc. and to the occupiers and an undertaking regarding no nuisance shall be submitted before C.C./starting the work.
- 8 That the parking spaces shall not be provided as per Regulation No. 44 of DCPR 2034. That the excess parkings shall not be handed over to MCGM free of cost.
- 9 That the compliance of N.C.C. from H.E will not be made and certificate to that effect will not be submitted.
- 10 That the Fresh property card in the name of the owner shall not be submitted.
- 11 That the recycling plant for waste water shall not be provided.
- 12 That the conditions mentioned in NOC issued by MHADB under no: CO/MB/ARCH/NOC/F-1162/2008 dated 19/12/2008 shall not be complied with.
- 13 That the Noc of Directorate of Industries for the closure of the existing factory shall not be obtained before demolition.

D: GENERAL CONDITIONS TO BE COMPILED BEFORE O.C

- 1 That the dust bin will not be provided.
- 2 That 3.00 mt. wide paved pathway upto staircase will not be provided.
- 3 That the open spaces as per approval, parking spaces and terrace will not be kept open.
- 4 That the name plate/board showing Plot No., Name of the Bldg. etc. will not be displayed at a prominent place.
- 5 That terraces, sanitary blocks, nahans in kitchen will not be made Water proof and same will not be provided by method of pounding and all sanitary connections shall not be leak proof and smoke test will not be done in presence of licensed plumber provided by method of pounding and all sanitary connections will not be leak proof and smoke test will not be done in presence of licensed plumber.
- 6 That carriage entrance shall not be provided as per design of registered structural engineer and carriage entrance fee shall not be paid.
- 7 That final N.O.C. from concerned authorities / panelled consultants for a) S.W.D. b) Parking c) Sewerage d) Water Works e) CPO / Fire Fighting Provisions f) Tree authority shall not be submitted before occupation.
- 8 That Structural Engineer's laminated final Stability Certificate along with upto date License copy and R.C.C. design final plan shall not be submitted.
- 9 That Site Supervisor certificate for quality of work and completion of the work shall not be submitted in prescribed format.



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- 10 That the fresh P.R. Card in the name of owner shall not be submitted.
- 11 That plans shall not be submitted along with Notice of Completion of work u/sec. 353A of M.M.C. Act for work completed on site.
- 12 The Dry and wet garbage shall not be separated and the wet garbage generated in the building shall not be treated separately on the same plot by the resident / occupants of the building in the jurisdiction of MCGM. The necessary condition in the sale agreement to that effect shall not be incorporated
- 13 The self-declaration in respect of installing composting pit/ composite machine/ bio-mechanize system, for processing wet waste generated at project site will not be submitted by developer/Builder/Owner as per circular no CHE/00024/GEN dated 02.04.2016.
- 14 That the satisfactory completion certificate from the I.S.I. mark company for installation of escalators shall not be submitted.
- 15 That the structure constructed in recreation space for the user of shall not be used only for recreational activity for which it is approved for the bonafide society members.
- 16 That certificate under Sec. 270A of B.M.C. Act will not be obtained from H.E.'s Department regarding adequacy of water supply.
- 17 That B.C.C. will not be obtained and I.O.D. and Debris deposit etc. will not be claimed for refund within a period of 6 years..



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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 4 November day of 2020 but not so as to contravene 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.
Zone. Wards.

SPECIAL INSTRUCTIONS

1. THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.
2. Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered 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.
3. Under Byelaw, No. 8 of the Commissioner has fixed the following levels :-
Every person who shall erect a 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 (150 cms.) of such building.
 - c) Not less than 92 ft. (Town Hall) above Town Hall Datum.
4. Your attention is invited to the provision of Section 152 of the Act whereby the person liable 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 punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion or occupation is detected by the Assessor and Collector's Department.
5. Your attention is further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.
6. Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (aa) of the Bombay Municipal Corporation Act.
7. One more copy of the block plan should be submitted for the Collector, Mumbai Suburban District.
8. Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District.



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NOTES

- 1) The work should not be started unless objections are complied with
- 2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
- 3) Temporary permission on payment of deposit should be obtained any shed to house and store for construction purpose. Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and certificate signed by Architect submitted along with the building completion certificate.
- 4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers. before starting the work.
- 5) Water connection for constructional purpose will not be given until the boarding 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 area.
- 8) The work should not be started unless the manner in obviating all the objection is approved by this department.
- 9) No work should be started unless the structural design is approved.
- 10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- 11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road an footpath.



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26/11/2020

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. बॉरीवली 2

दस्त क्रमांक : 8301/2020

नोंदणी :

Regn:63m

गावाचे नाव : पोयसर

- (1) विन्नेखाचा प्रकार करारनामा
- (2) मोबदला 23900000
- (3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे) 19618128.53
- (4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)

1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :सदनिका नं: 1603, माळा नं: 16 वा मजला, इमारतीचे नाव: सवाना - फेस 2(टॉवर-बी), ब्लॉक नं: कांदिवली पूर्व मुंबई 400101, रोड : ठाकूर विलेज, इतर माहिती: सोबरा 2 वेदिकल कार पार्किंग रेरा कार्पेट क्षेत्र 10 चौ फुट व 94.20 चौ मी कार्पेट ((C.T.S. Number : 809A/1/1/6 And 809A/1/1/7))

(5) क्षेत्रफळ

1) 103.66 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा

(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकारांचा नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

1): नाव:-सिंभा प्रॉपर्टीज एलएलपी तर्फे भागिदार सायरस मोदी तर्फे मुखत्यार अरुण रमेश शर्मा वय:- पत्ता:-प्लॉट नं: -, माळा नं: 2 रा मजला, इमारतीचे नाव: स्टेडियम हाऊस, ब्लॉक नं: चर्चगट, रोड नं: 1, 81/83 वीर नरीमन मार्ग, महाराष्ट्र, मुंबई. पिन कोड:-400020 पॅन नं:-ADTFS2466C

(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

1): नाव:-आशिष विजयकुमार पांडेय वय:-46; पत्ता:-प्लॉट नं: डी/4 ए, माळा नं: -, इमारतीचे नाव: वायसरॉय कोर्ट, ब्लॉक नं: कांदिवली पूर्व, रोड नं: ठाकूर विलेज, महाराष्ट्र, मुंबई. पिन कोड:-400101 पॅन नं:-AKUPP5420H

2): नाव:-श्वेता आशिष पांडेय वय:-40; पत्ता:-प्लॉट नं: डी/4 ए, माळा नं: -, इमारतीचे नाव: वायसरॉय कोर्ट, ब्लॉक नं: कांदिवली पूर्व, रोड नं: ठाकूर विलेज, महाराष्ट्र, मुंबई. पिन कोड:-400101 पॅन नं:-AHQPB9409H

- (9) दस्तऐवज करून दिल्याचा दिनांक 26/11/2020
- (10)दस्त नोंदणी वेळ्याचा दिनांक 26/11/2020
- (11)अनुक्रमांक,खंड व पृष्ठ 8301/2020
- (12)बाजारभावाप्रमाणे मुद्रांक शुल्क 478000
- (13)बाजारभावाप्रमाणे नोंदणी शुल्क 30000
- (14)शेरा

मुल्यांकनासाठी विचारात घेतलेला तापशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



खरी प्रत

सह दुय्यम निबंधक बॉरीवली- २,
मुंबई उपनगर जिल्हा.