514/7588 पावती Original/Duplicate

Friday,July 20 ,2018 नोंदणी क्र. 39म

9:18 AM Regn.:39M

पावती क्रं.: 8170 दिनांक: 20/07/2018

गावाचे नाव: **मरोळ**

दस्तऐवजाचा अनुक्रमांक: **बदर18-7588-2018**

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: **होमियार शाहरुख तलाटी**

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 3000.00
पृष्ठांची सख्या. 150	
एकूण:	रु. 33000.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 9:18 AM ह्या वेळेस मिळेल.

सह. दुय्यम निबंधक Joint S.R. Andheri-7

सह. दुय्यम निबंधक, अंधेरी क्र. ७
मुंबई उपनगर जिल्हा

बाजार मुल्य: रु.7029266.75 /-

मोबदला रु.8561689/-

भरलेले मुद्रांक शुल्क : रु. 28100/-

1) देयकाचा प्रकार: eC allan रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH004025702201819M दिनांक: 20/07/2018

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: रु 3000/-

Talati

REGISTERED ORIGINAL DOCUMENT
DELIVERED ON 21/7/2018

मूल्यांकन पत्रक (शहरी क्षेत्र - बाधीव)

Valuation ID 20180720114 20 July 2018 08:59:25 AM

बदर ID

मूल्यांकनाचे वर्ष	2018
जिल्हा	मुंबई(उपनगर)
मूल्य विभाग	43-मरोळ (अंधेरी)
उप मूल्य विभाग	43/219 भुभाग उत्तरेस गावाची हद्द पूर्वेस गाव सीमा दक्षिण व पश्चिमेस गावाची हद्द व पाइप लाईन
सर्व्हे नंबर /न भू क्रमांक	सि टी एस नंबर#115

वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु

खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगीक	मोजमापनाचे एकक
63100	131500	144700	195300	131500	चौरस मीटर

बाधीव क्षेत्राची माहिती

बाधकाम क्षेत्र(Built Up)-	45.11चौरस मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बाधीव
बाधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय-	0 TO 2वर्ष	मूल्यदर/बाधकामाचा दर -	Rs 131500
उद्ववाहन सुविधा-	आहे	मजला -	110.0sqm To 120.0sqm		

Sale Type -
First Sale
Sale/Resale of built up Property constructed after circular dt 02/01/2018

मजला निहाय घट/वाढ - 110% apply to Lift - Rs 144650/-

घसा-यानुसार मिळकतीचा प्रति चौ मीटर मूल्यदर = (वार्षिक मूल्यदर - खुला जमिनीचा दर) * घसा यानुसार टक्केवारी)+ खुला जमिनीचा दर)
= ((144650-63100) * (100 - 10%)) + 63100)

Rs 144650/-

A) मुख्य मिळकतीचे मूल्य	वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र 144650 * 45.11 Rs 6525161.5
B) बंदिस्त वाहन तळाचे क्षेत्र बंदिस्त वाहन तळाचे मूल्य	13.94चौरस मीटर 13.94 * (144650 * 25/100) Rs 504105.25
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य +तळघराचे मूल्य + मेझेनाइन मजला क्षेत्र मूल्य + बाल्कनीचे मूल्य + बंदिस्त जागेचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुला जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीचा खुला जागेचे मूल्य + लिफ्ट बाबतची = A + B + C + D + E + F + G + H + I = 6525161.5 + 0 + 0 + 0 + 504105.25 + 0 + 0 + 0 + 0 =Rs 7029266.75

Home Print

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 7 NAGAR SUBURBAN DIST. (BANDRA)

बदर - १८

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सह. दुय्यम निबंधक, अंधेरी क्र. ७

CHALLAN

MTR Form Number-6

GRN MH004025702201819M	BARCODE	Date 17/07/2018-12:34:55	Form ID 25.2

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Stamp Duty Registration Fee	TAX ID (If Any)	
		PAN No.(If Applicable)	
Office Name	BDR18 __JT SUB REGISTRAR ANDHERI 7	Full Name	HOMIYAR SHAHROOKH TALATI
Location	MUMBAI		
Year	2018-2019 One Time	Flat/Block No. Premises/Building	Flat No. I-1404, Kanakia Rainforest
Account Head Details	**Amount In Rs.**		
0030045501 Stamp Duty	428100.00	Road/Street	Bhavani Nagar Road, Near Seven Hills Hospi Marol
0030063301 Registration Fee	30000.00	Area/Locality	Andheri East Mumbai
		Town/City/District	
		PIN	4 0 0 0 5
		Remarks (If Any)	SecondPartyName=Kanakia Spaces Realty Private Limited~
		Amount In Words	Four Lakh Fifty Eight Thousand One Hundred Rupees Only
Total	4,58,100.00		

Payment Details	IDBI BANK	**FOR USE IN RECEIVING BANK**			
Cheque-DD Details		Bank CIN	Ref. No	69103332018071715429	174713186
Cheque/DD No.		Bank Date	RBI Date	17/07/2018-17:00:08	18/07/2018
Name of Bank		Bank-Branch		IDBI BANK	
Name of Branch		Scroll No. , Date		100 , 18/07/2018	

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. 98333997

सदर चलन केवल दस्तऐवज निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागु आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही.

Signature Not Verified
Digitally signed by DS VIRTUAL TREASURY MUMBAI 01
Date: 2018.07.20 09:04:41 IST
Reason: SecureDocument
Location: India

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 7 MUMBAI SUBURBAN DIST. (BANDRA)

H S Talati

बदर - १८

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Print Date 20-07-2018 09:04:4

बदर - १८

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CHALLAN
MTR Form Number-6

GRN	MH004025702201819M	BARCODE		Date 17/07/2018-12:34:55	Form ID 25.2

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID (If Any)	
		PAN No.(If Applicable)	
Office Name	BDR18 __JT SUB REGISTRAR ANDHERI 7	Full Name	HOMIYAR SHAHROOKH TALATI
Location	MUMBAI		
Year	2018-2019 One Time	Flat/Block No. Premises/Building	Flat No. I-1404, Kanakia Rainforest
Account Head Details	Amount In Rs.		
0030045501 Stamp Duty	428100.00	Road/Street	Bhavani Nagar Road, Near Seven Hills Hospital, Marol
0030063301 Registration Fee	30000.00	Area/Locality	Andheri East Mumbai
		Town/City/District	
		PIN	4 0 0 0 5 9
		Remarks (If Any)	SecondPartyName=Kanakia Spaces Realty Private Limited~
		Amount In Words	Four Lakh Fifty Eight Thousand One Hundred Rupees Only
Total	4,58,100.00		

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 7 MUMBAI SUBURBAN DIST. (BANDRA)

DEFACED ₹458100.00 DEFACED

Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	69103332018071715429	174713186
Cheque/DD No.		Bank Date	RBI Date	17/07/2018-17:00:08	18/07/2018
Name of Bank		Bank-Branch		IDBI BANK	
Name of Branch		Scroll No. , Date		100 , 18/07/2018	

Mobile No. : 9833399707

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागु आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही.

Validity unknown

Digitally signed by DSC VIRTUAL TREASURY MUMBAI 01 Date: 2018.07.20 09:10:45 IST Reason: SelfDocument Remarks Location: India

Challan Defaced Date

Sr. No.		Defacement No.	Defacement Date	UserId	Defacement Amount
1	(IS)-514-7588	0002166646201819	20/07/2018-09:10:42	IGR555	30000.00
2	(IS)-514-7588	0002166646201819	20/07/2018-09:10:42	IGR555	428100.00
			Total Defacement Amount		4,58,100.00

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 7 MUMBAI SUBURBAN DIST.

बदर - १८

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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made at Mumbai on this 20th day of July, 2018

BETWEEN

KANAKIA SPACES REALTY PRIVATE LIMITED, a Company incorporated under the provisions of the Companies Act, 1956 and having its office at 215, Atrium, 10th Floor, Next to Courtyard by Marriot Hotel, Opposite Divine Child High School, Andheri Kurla Road, Andheri (East), Mumbai – 400093, 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-in-title and assigns) of the **FIRST PART**;

AND

(1) MR. VASANT ANANDJI PATEL, Indian Inhabitant, residing at Chanakya Co-Operative Housing Society Ltd., Ratan Nagar, D.N. Dube Road, Dahisar (East), Mumbai – 400 068, . (2) MR. JAYANTI ARJUNBHAI PATEL, Indian Inhabitant, residing at Bholanath Bhavan, 10th Road, Daulat Nagar, Borivali (East), Mumbai – 400 066, (3) MR. MANSUKHBHAI JAYANTIBHAI KOTHARI, Indian Inhabitant, residing at 601, 9 J.V.P.D., N.S. Road No. 10, Juhu Scheme, Vile Parle (West) Mumbai – 400 049, (4) MR. CHETAN NAVINBHAI PATEL, Indian Inhabitant, residing at 601, Guru Ashish, Bapubhai, Vashi Road, Vile Parle (West) Mumbai – 400056 and (5) MR. MANSUKHBHAI ARJANBHAI SUREJA, Indian Inhabitant, residing at A/ 401, Sunderdham, Rambaug Lane, Poisar, Borivali (West), Mumbai – 400 092, in their individual capacity and all also carrying on business in the firm name and style of M/S. GURU PRERNA CORPORATION, a Partnership Firm registered under the provisions of the Indian Partnership Act, 1932 and having its office address at Akhil Tower, Ratan Nagar, Dahisar, Borivali (East), Mumbai – 400 066, hereinafter collectively referred to as "**the Co-Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors and administrators) of the **SECOND PART**.

AND

MR. HOMIYAR SHAHROOKH TALATI, having his address at **A-4/39, New Khareghat Colony, Hughes Road, Mumbai - 400007**, hereinafter referred to as "**the Allottee**", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include in case of an individual his/her/their/its heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenery and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns) of the **THIRD PART**.

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The Promoter, the Co-Promoter and the Allottee are hereinafter collectively referred to as "**the Parties**" and individually as "**the Party**", as the context may require.

JOINT SUB REGISTRAR

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 1 SUB URBAN DIST.

WHEREAS:

A. The Co-Promoter is the owner of and are seized and possessed of and are otherwise well and sufficiently entitled to all that piece and parcel of land admeasuring 16,545.35 square meters bearing C.T.S. No. 115 of Village Marol, at Marol-Maroshi Road, Taluka Andheri, in the Registration Sub-District of Mumbai City and Mumbai Suburban, hereinafter referred to as the "**Larger Land**". The said Larger Land is more particularly described in **First Schedule** hereunder written and shown delineated in **red** colour boundary line on the Plan annexed and marked as **Annexure "A"** hereto,

B. By and under a Development Agreement dated 22nd July, 2014, registered with the office of the Sub-Registrar of Assurances at Andheri under Serial No BDR/9/5624/2014, executed between the Co-Promoter herein (therein referred to as 'the Owners) of the First Part, Mr Dayalal Anandji Patel and 9 (nine) Others (therein referred to as 'the Confirming Party') of the Second Part and Kanakia Spaces Private Limited ("**KSPL**") (therein referred to as 'the Developer') of the Third Part, the Co-Promoter herein granted unto KSPL exclusive and uninterrupted development rights to develop the said Larger Land for the consideration and subject to the terms and conditions as stated therein (hereinafter referred to as "**the said Development Agreement**").

C. By and under the said Development Agreement, the Co-Promoter has retained certain Floor Space Index ("**FSI**") as more particularly set out therein ("**Retained FSI**") for the premises to be constructed free of cost by the Promoter for the Co-Promoter ("**Co-Promoter's Premises**") in the manner as stated therein. Pursuant to the said Development Agreement, the Promoter is *inter alia* entitled to sell and dispose of the premises constructed / to be constructed on the said Larger Land by utilization of the Base FSI excluding the Co-Promoter's Premises ("**Promoter's Premises**") and the Co-Promoter are *inter alia* entitled to sell and dispose of the Co-Promoter's Premises

D By a First Supplemental Agreement dated 10th August, 2015 registered with the office of the Sub-Registrar of Assurances at Andheri under Serial No. BDR15-6892-2015, executed between the Co-Promoter herein (therein referred to as 'the Owners') of the First Part and the Promoter herein (therein referred to as 'the Developer') of the Second Part, the parties thereto identified and demarcated the flats / premises coming to their respective share, as more particularly set out therein.

बंदर - १८		
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E. By and under a Scheme of Arrangement filed before the Hon'ble Bombay High Court in accordance with Sections 391 to 394 of the Companies Act, 1956 and all other applicable provisions of the Companies Act, 1956 and the Companies Act 2013

"the Act") for the de merger of the real estate undertakings of KSPL into the [illegible] ("KSRPL"), provides that with effect from the appointed date being 1st [illegible] 2015 ("Appointed Date"), the real estate undertakings of KSPL shall in accordance with Section 2 (19AA) of the Income Tax Act, 1961, stood transferred to and vested in or deemed to be transferred to and vested in KSRPL as a going concern and the properties and assets (whether movable or immovable, tangible or intangible), all the debts, liabilities, duties and obligations pertaining to the real estate undertakings of KSPL including the present project "**Kanakia Rainforest**", of every description and also including, without limitation, all the movables and immovable properties, FSI Transferable Development Rights (TDR) and loans, bonds, assets of KSPL *inter alia* comprising of all the plant and machinery, investments, vehicles, furniture and fixtures computers, office equipment, electrical installations, water connections, telephones, telex, facsimile and other communication facilities and business licenses, permits, authorisations, if any, rights and benefits of all the agreements and all other interests, rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals, advance and other taxes paid to the authorities, brand names, trademarks, logos, labels, copy rights, lease, tenancy rights, statutory permissions, consents and registrations or approvals obtained from any authority, including but not limited to the approval from the Brihanmumbai Municipal Corporation (BMC) or the Mumbai Metropolitan Region Development Authority (MMRDA), the Environment Clearance Certificate, the Title Clearance Certificate issued by any Competent Authority, all the right, title or interest in the properties by virtue of any court decree or order, all records, files, papers, contracts, Intimation Of Disapproval (IOD), Commencement Certificate (CC), Occupation Certificate (OC), Development Right Certificate (DRC), No Objection Certificate (NOC) from any authority, including the Municipal Authorities, the Competent Authority under Monopolistic and Restrictive Trade Practices Act, 1969, the MMRDA, the Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976 or any other competent authority, benefits under income tax, sales tax / value added tax (VAT) and/or any other statues, incentives (if any) and all other right, title, interest, contracts, including development agreements, conveyances, agreements for sale, etc., consents, approvals or powers of every kind and description, agreements shall, pursuant to the Order of the Bombay High Court and pursuant to the provisions of Sections 391 to 394 and other applicable provisions of the Act and without any further act, instrument or deed, but subject to the charges affecting the same, be transferred and/or deemed to be transferred to and vested in KSRPL on a going concern basis so as to become the assets and liabilities of KSRPL ("**the Scheme**").

F. With effect from the Appointed Date and upon the Scheme becoming effective, all development rights, statutory licences, permissions, approvals and/or consents to carry on the operations and business of the real estate undertakings of KSPL stood vested in or transferred to KSRPL without any further act, instrument or deed and was appropriately mutated by the statutory authorities concerned in favour of KSRPL. The benefit of all the statutory and regulatory permissions, registrations or other licences and consents stood vested in and became available to KSRPL pursuant to the Scheme.

G. The Hon'ble Bombay High Court vide its Order dated 29th November, 2016 approved the Scheme without any modification, with effect from the Appointed Date ("**said Order**"). KSRPL applied for the authenticated copy of the said Order on 29th November, 2016 and filed the same with the Registrar of Companies on 30th November, 2016. The Registrar of Companies has duly updated the said Order. KSRPL has applied to Additional Controller of Stamps/ Superintendent of Stamps, Mumbai for the adjudication of the said Order and the adjudication order is awaited pursuant to which necessary stamp duty will be paid by KSRPL.

H. The Promoter has created mortgages inter alia in the manner as mentioned below

(a) By and under a registered Deed of Mortgage dated 23rd July 2014, registered at the office of the Joint Sub-Registrar of Assurances, Andheri under Serial No BDR-17/6108/2014, executed between KSPL (now amalgamated with the Promoter) (therein referred to as 'the Borrower') and IndusInd Bank Limited (therein referred to as the Lender), KSPL (now amalgamated with the Promoter) *inter alia* created a mortgage of its development rights in respect of *inter alia* the said Larger Land (i.e. to the extent of 64% of FSI and area share of the project to be developed on the said Larger Land) and also hypothecated the receivables arising therefrom in favour of the Lender therein for the facility to the extent of Rs.130 Crore on the terms and conditions as mentioned therein.

बदर - १८

(b) By and under Deed of Mortgage dated 30th April, 2016 entered into between KSPL (now amalgamated with the Promoter) (therein referred to as the Borrower or Mortgagor') of the one part and IndusInd Bank Limited (therein referred to as the 'Lender or the Bank') of the One Part and registered with the office of the Sub-Registrar of Assurances at Mumbai under Serial No. BDR-4-4057 of 2016 KSPL (now amalgamated with the Promoter) *inter alia* created mortgage of its development rights in respect of inter-alia the said Larger Land (i.e. to the extent of 64% of FSI and area share of the project to be developed on the said Larger Land) and also hypothecated the receivables arising therefrom in favour of the

said Lender for securing the repayment of the facility to the extent of Rs 60,00,00,000/- (Rupees Sixty Crore only) on the terms and conditions as mentioned therein.

I The Promoter is entitled to construct buildings on the said Larger Land in accordance with the Recitals hereinabove.

J. The development of a building known as **'Kanakia Rainforest'** (**"the said Building"**) on the said Larger Land and proposed as a **"Real Estate Project"** by the Promoter and the Co-Promoter and has been registered as a **'Real Estate Project'** (**"the Project"**) with the Real Estate Regulatory Authority (**"the Authority"**), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (**"RERA"**) read with the provisions of the 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 (**"RERA Rules"**).The Authority has duly issued the Certificate of Registration No. **P51800000224** dated 10.07.2017 for the Project (**"RERA Certificate"**). A copy of the RERA Certificate is annexed and marked as **Annexure "B"** hereto.The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/their/its Advocates and Planning and Architectural Consultants. The Allottee has agreed and consented to the development of the Project. The Allottee has also examined all the documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

K The principal and material aspects of the development of the Real Estate Project are briefly stated below:

(i) Presently, the Promoter is constructing the said Building which comprises of 10 wings, i.e., Wing "A", Wing "B", Wing "C", Wing "D", Wing "E", Wing "F", Wing "G", Wing "H", Wing "I" and Wing "J".

(ii) Wing "A" and Wing "B" comprised in the said Building have 16 sanctioned upper floors and Wing "C" to "H" comprised in the said Building have 15 sanctioned upper floors plus OHT and Wing "I" and Wing "J" comprised in the said Building have 13 sanctioned upper floors and that the Promoter proposes to construct 16 Upper Floors for Wing "I" and Wing "J"in the manner as follows: The Promoter has applied/ will be applying for necessary approvals to the relevant authorities and pursuant thereto; the Promoter shall construct 16 Upper Floors for Wing "I" and Wing "J".

(iii) The said Building shall comprise of units/premises consisting of apartments, flat/s, tenement/s

(iv) Total FSI of 39898 sq. mtrs has been sanctioned for consumption for the construction and development of the Project. The Promoter proposes to eventually consume a further FSI of 1,380.57 sq. mtrs, aggregating to the total FSI of 41,279 sq. mtrs in the construction and development of the Project

(v) The common areas, facilities and amenities in the Project that may be usable by the Allottee are listed in the **Second Schedule** hereunder written ("**Real Estate Project Amenities**").

(vi) The Promoter shall be entitled to put hoardings/logos/boards of its Brand Name viz. KANAKIA/ KANAKIA RAINFOREST, in the form of neon signs, MS letters, vinyl and sun boards on the Real Estate Project and on the façade, terrace, compound wall or other parts of the Real Estate Project. The Promoter shall also be entitled to place, select and decide the hoarding/board sites

(vii) The Promoter shall be entitled to designate any spaces/areas in the Real Estate Project (including on the terrace and basement levels of the Real Estate Project) to third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee and other allottees of apartments / flats in the Real Estate Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.

(viii) The details of the formation of the society and the conferment of rights upon the Society with respect to the Real Estate Project, are more particularly specified in Clause 13 below

(ix) The Municipal Corporation of Greater Mumbai ("**MCGM**") has issued an Intimation of Disapproval ("**IOD**") dated 6th April, 2015 bearing Reference No CHE/WS/0042/K/337(NEW), amended on 24thAugust, 2015 and 3rd October, 2016, and further amended on 22nd February, 2017 in respect of Wings A to H and another IOD dated 23rd April, 2015 bearing Reference No CHE/WS/0041/K/337(NEW), amended on 23rd April, 2015 and further amended on 20th February, 2017 and 2nd April, 2018 in respect of Wings I and J and a

JOINT SUB REGISTRAR
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Commencement Certificate("CC") dated 29th May, 2015 bearing Reference No CHE/WS/0042/K/337 and another CC dated 4th June, 2015 bearing Reference No CHE/WS/0041/K/337 (NEW) and re-endorsed on 6th February, 2017 The MCGM has approved the plans and has issued the CC dated 3rd April, 2017 bearing Reference No. CHE/WS/0042/K/337 being the Full CC upto the top of the 16th upper floor for Wing A and Wing B, the top of the 15th upper floor for Wing C to Wing H + OHT as per approved amended plans dated 22nd February, 2017 Further the MCGM has approved the plans and has issued the CC dated 6th February, 2017 bearing Reference No CHE/WS/0041/K/337(NEW) and further re-endorsed on 11th June, for Wing I and J as per the approved amended plans dated 20th January, 2017 and 2nd April, 2018. The IOD and CC as set out herein are annexed hereto and marked as **Annexure "C"** and **Annexure "D"**, respectively.

(x) The statutory approvals mandatorily require the Promoter and the Co-Promoter to hand over certain stipulated percentage of the said Larger Land to the concerned authorities or develop the same as a public amenity. The Promoter and Co-Promoter shall have to determine and identify the portion and location of the said Larger Land to be handed over for complying with the terms and conditions of the statutory approvals. The portion of the said Larger Land that is left over after handing over the stipulated percentage, if any, to the MCGM or any Statutory Authority and/or developing the same as a public amenity, only would be available for transferring to the Society. Further, the land admeasuring about 1,550 square meters forming part of layout (but not forming part of the said Larger Land) is under Development Plan R. G. Reservation and will be surrender and conveyed to MCGM.

(xi) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the said Larger Land, as provided under the Proviso to Rule 4(4) of the RERA Rules.

(xii) The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the said Larger Land (defined below), in full or in part, as may be required under applicable law, from time to time.

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The above details and further aspects of the proposed Future and Further Development of the said Larger Land, as inspected by the Allottee, are hereinafter referred to as the "Proposed Future and Further Development of the said Larger Land" and which are also set out below.

The Promoter has applied/ will be applying for necessary approvals to the relevant authorities and pursuant thereto; the Promoter shall construct 16 Upper Floors for Wing "I" and Wing "J".

The above details along with the annexures to the RERA Certificate, are available for inspection on the website of the Authority at https://maharera.mahaonline.gov.in

L Allottee is/are desirous of purchasing residential premises / flat bearing No 1404 on the **14th Floor** of Wing "I" (**"the said Wing"**) the Real Estate Project (hereinafter referred to as the **"said Premises"**) The said Premises forms part of the Promoter's Premises

M The Promoter has entered into standard Agreement/s with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects

N The Promoter has appointed a Structural Engineer for the preparation of the structural designs and drawings of the buildings and the Real Estate Project shall be under the professional supervision of the Architect and the Structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project

O. The Promoter has the right to sell the premises in the Real Estate Project to be constructed by the Promoter and to enter into this Agreement with the Allottee of the said Premises and to receive the Sale Consideration (defined below) in respect thereof.

P. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said Larger Land and the plans, designs and specifications prepared by the Promoter's Architects, **M/s PENTA SPACE CONSULTANT PRIAVTE LIMITED**, and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including *inter alia* the following:

(i) All approvals and sanctions issued by the competent authorities for the development of the Real Estate Project, including layout plans, building plans, floor plans, change of user permissions, IOD, CC Parking Plans, Traffic NOC MOEF EC, MCZMA NOC, etc. and such other documents as required under Section 11 of RERA

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The Promoter has applied/ will be applying for necessary approvals to the relevant authorities and pursuant thereto; the Promoter shall construct 16 Upper Floors for Wing "I" and Wing "J".

The above details along with the annexures to the RERA Certificate, are available for inspection on the website of the Authority at https://maharera.mahaonline.gov.in

L. Allottee is/are desirous of purchasing residential premises / flat bearing No. 1404 on the **14th Floor** of Wing "I" ("**the said Wing**") the Real Estate Project (hereinafter referred to as the "**said Premises**") The said Premises forms part of the Promoter's Premises.

M The Promoter has entered into standard Agreement/s with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

N The Promoter has appointed a Structural Engineer for the preparation of the structural designs and drawings of the buildings and the Real Estate Project shall be under the professional supervision of the Architect and the Structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project

O The Promoter has the right to sell the premises in the Real Estate Project to be constructed by the Promoter and to enter into this Agreement with the Allottee of the said Premises and to receive the Sale Consideration (defined below) in respect thereof.

P On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said Larger Land and the plans, designs and specifications prepared by the Promoter's Architects, **M/s PENTA SPACE CONSULTANT PRIAVTE LIMITED**, and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including *inter alia* the following:

(i) All approvals and sanctions issued by the competent authorities for the development of the Real Estate Project, including layout plans, building plans, floor plans, change of user permissions, IOD, CC, Parking Plans, Traffic NOC, MOEF EC, MCZMA NOC, etc. and such other documents as are required under Section 11 of RERA

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(ii) Letter issued by the MCGM as setout in the Recital K sub-clause (viii)above

(iii) Letter issued by MCGM, whereby MCGM has sanctioned layout plan of inter-alia the said Land

(iv) Letter issued by MCGM, whereby MCGM has sanctioned the amended building plans

(v) Letter issued by Maharashtra Pollution Control Board ("**MPCB**"), whereby MCGM granted Consent to Establish in the manner and on the terms and conditions as setout therein.

(vi) Letter issued by Mumbai Fire Brigade, MCGM, whereby Mumbai Fire Brigade, MCGM has accorded its NOC for the free sale buildings, in the manner and on the terms and conditions as setout therein.

(vii) Letter issued by Airport Authority of India, whereby Airport Authority of India has accorded its NOC for height clearance

(viii) Letter issued by Government of Maharashtra, Environment Department whereby Government of Maharashtra, Environment Department has accorded the necessary environment clearances for the project under the Environment Notification 2006 in the manner and on the terms and conditions as stated therein.

(ix) All the other approvals and sanctions of all the relevant authorities for the development of the said Real Estate Project.

(x) All the documents of title relating to the said Larger Land, including the said the Development Agreement, the Supplementary Agreements and all other documents mentioned in the recitals hereinabove

(xi) The authenticated copy of the Property Register Card with respect to the said Larger Land is annexed and marked as **Annexure "E"** hereto.

(xii) The authenticated copy of the Plan of the said Premises is annexed and marked as Annexure "F" hereto.

R. An authenticated copy of the Title Certificate of the Advocates and Solicitors Certifying the right/entitlement of the Promoter is annexed hereto and marked as Annexure "G"hereto ("said Title Certificate")

S. While sanctioning the plans, approvals and permissions as referred hereinabove the Competent Authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and only upon the due observance and performance of which the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the Competent Authorities.

T. Further (i) the requisite approvals and sanctions for the development of the Real Estate Project from the competent authorities are obtained / being obtained and (ii) approvals and sanctions from other relevant statutory authorities, the details whereof are annexed hereto and marked as **Annexure "H"** hereto, are applied for and/or in the process of being obtained and/or obtained by the Promoter.

U. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove

V. Prior to execution of this Agreement, the Allottee has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter and the Co-Promoter to develop the Real Estate Project, and such title being clear and marketable; (ii) the approvals and permissions (including IOD and CC) obtained till date and (iii) the Promoter's entitlement to develop the Larger Land and to construct the Real Estate Project thereon as mentioned in this Agreement including at Recital L above and applicable law and to sell the premises therein. The Allottee/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee/s has/have the financial capability to consummate the transaction.

W The carpet area of the said Premises, as defined under the provisions of RERA, is **41.01** square meters.

X The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

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Y The Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoter, the said Premises including the covered parking spaces (if any), at or for the price of **Rs.85,61,689/- (Rupees Eighty Five Lakh(s) Sixty One Thousand Six Hundred Eighty Nine Only)**, being the Sale Consideration (defined hereinbelow), upon the terms and conditions mentioned in this Agreement. Prior to the execution of these presents, the Allottee has paid to the Promoter a sum of **Rs.8,47,608/- (Rupees Eight Lakh(s) Forty Seven Thousand Six Hundred Eight Only)**, being part payment of the Sale Consideration of the said Premises agreed to be sold by the Promoter to the Allottee as advance payment (the payment and receipt whereof the Promoter doth hereby admit and acknowledge and of and from the same doth release and discharge the Allottee forever).

Z Under Section 13 of the RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee, i.e., this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.

AA. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase and acquire, the said Premises [and the garage/covered parking (if applicable)].

BB The list of Annexures attached to this Agreement are stated hereinbelow:

Annexure "A"	Plan of the Larger Land
Annexure "B"	Copy of RERA Certificate
Annexure "C"	Intimation of Disapproval
Annexure "D"	Commencement Certificate
Annexure "E"	Property Register Card
Annexure "F"	Plan of the Premises
Annexure "G"	Title Certificate
Annexure "H"	List of Approvals which are applied for and which are yet to be issued / sanctioned / granted.

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.

2. The Promoter shall construct the Real Estate Project, being the said Building known as 'KANAKIA RAINFOREST' comprising of 10 wings, i.e., Wing "A", Wing "B", Wing "C", Wing "D", Wing "E", Wing "F", Wing "G", Wing "H", Wing "I" and Wing "J", presently consisting of 16 upper floors for Wing "A" and "B", 15 upper floors for Wing "C", "D", "E" "F", "G" Wing "H", 13 upper floors for Wing "I" and Wing "J", in accordance with the plans, designs and specifications as referred hereinabove and as approved by the MCGM, from time to time. However, the Promoter has applied/ will be applying for necessary approvals to MCGM and other the relevant authorities and pursuant thereto; the Promoter shall construct 16 Upper Floors for Wing "I" and Wing "J".The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee which are listed in the **Second Schedule** hereunder written.

PROVIDED THAT the Promoter shall have to obtain the prior consent, in writing, of the Allottee in respect of any variations or modifications which may adversely affect the said Premises of the Allottee, except, any alteration or addition required by any Government Authorities, or due to any change in law, or any change as contemplated by any of the disclosures already made to the Allottee.

3. **Purchase of the said Premises and Sale Consideration**

(i) The Allottee hereby agrees to purchase and acquire from the Promoter and the Promoter hereby agrees to sell to the Allottee, the Premises bearing No **1404** admeasuring **41.01** square meters carpet area as per RERA with exclusive balcony area admeasuring Nil sq. mtrs on the **14th Floor** in the said "I" Wing of the said Building "**Kanakia Rainforest**", i.e., the said Premises. The said Premises are more particularly described in the **Fourth Schedule** written hereunder and shown in the Floor Plan annexed and marked Annexure "F" hereto, at and for the consideration of **Rs.85,61,689/- (Rupees Eighty Five Lakh(s) Sixty One Thousand Six Hundred Eighty Nine Only)**.

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an amenity provided alongwith the said Premises, the Promoter has earmarked for the exclusive use of the Allottee 1(One) car parking space in any arrangement in the said Building known as "**Kanakia Rainforest**" (hereinafter referred to as "**said Car Parking/s**"). The said Car Parking/s is/are provided as an irrevocable amenity without consideration however the Allottee will be bound to abide with the rules and regulations as may be framed in regard to the said Car Parking/s by the Promoter and/or the said Organisation (as defined hereinafter) and shall pay such outgoings in respect of the said Car Parking/s as may be levied by the said Organisation. Further, the Allottee shall not in the future raise any dispute about the suitability of the said Parking Space as constructed by the Promoter.

(iii) The Allottee hereby supposed to pay to the Promoter the Sale Consideration as per normal terms of payment as under:

Sr. No.	Event	Payment in %
1	On booking / application / earnest Money	10%
2	After the execution of Agreement and simultaneous with registration	20%
3	On completion of the plinth	15%
4	On completion of the slabs including podiums and stilts of the Building;	25%
5	On completion of the walls, internal plaster, floorings doors and windows of the said Premises	5%
6	On completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the Premises	5%
7	On completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the Building;	5%
8	On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain of the Building.	10%
9	On/After receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project.	5%

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI MUMBAI SUBURBAN DIST. (SANTACRUZ)

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(a) However, the Allottee hereby agreed to pay to the Promoter On or before 30th June, 2018 an amount of Rs.63,44,211/- (Rupees Sixty Three Lakh(s) Forty Four Thousand Two Hundred Eleven Only) and also agrees to pay an amount Rs.5,13,701/- (Rupees Five Lakh(s) Thirteen Thousand Seven Hundred One Only) towards part of sale consideration, as per construction linked plan as detailed below and as agreed mutually between the parties and balance amount being Rs.8,56,169/- (Rupees Eight Lakh(s) Fifty Six Thousand One Hundred Sixty Nine Only) on receipt of the Occupation Certificate

CONSTRUCTION LINK PLAN		
Sr. No	Particular	Amount
1	To be paid on 14th Slab	2,56,851/-
2	To be paid on 15th Slab	2,56,850/-
3	To be paid on 16th Slab	-
4	To be paid on Terrace Slab	-
Total:		5,13,701/-

(b) In the case of advance payment received, discount has been deducted from consideration, as mutually agreed and consideration mentioned in the agreement is net consideration

(iv) It is clarified that the Sale Consideration shall be payable by the Allottee in Bank Account No. 200999613698 named as KANAKIA SPACES REALTY PRIVATE LIMITED ESCROW ACCOUNT maintained with INDUSIND BANK LIMITED, ANDHERI (E) Branch with IFSC Code INDB0000018 ("**the said Account**").

(v) The Sale Consideration excludes other charges and taxes (consisting of taxes paid or payable by way of Goods and Service Tax and all levies, duties and cesses or any other indirect taxes, which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said Premises and/or this Agreement). It is clarified that all such taxes levies duties and cesses (whether applicable / payable now or which may become applicable / payable in the future), including Goods and Service Tax and all other applicable indirect and direct taxes, duties and impositions levied by the Central Government and/or the State Government and/or any local, public or statutory authorities / bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoter shall

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be liable to bear or pay the same or any part thereof.

(vi) The Sale Consideration 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 for increase in development charges, costs or levies imposed by the Competent Authorities, etc., the Promoter shall enclose the said notification / order / rule / regulation / demand, published / issued in that behalf, to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

(vii) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Wing is complete and the Occupation Certificate is granted by the MCGM, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total Sale Consideration payable on the basis of the carpet area of the said Premises shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit of 3% (three percent), then the Promoter shall refund the excess money paid by Allottee within 45 (forty five) days with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee towards the Sale Consideration, which shall be payable by the Allottee prior to taking possession of the said Premises. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be under this Clause 3(viii), shall be made at the same rate per square meter as agreed in Clause 3(i) above.

(viii) The Allottee authorizes the Promoter to adjust / appropriate all the payments made by him/her/them/it under any head(s) of dues against the lawful outstanding, if any, in his/her/their/its name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object / demand / direct the Promoter to adjust his/her/their/its payments in any manner.

(ix) On a written demand being made by the Promoter upon the Allottee with respect to a payment amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee shall pay such amount to the Promoter, within 7 (seven) days of the Promoter's said written demand, without any delay, demur or default.

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

38 **Joint Allottees:**

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

39. **Stamp Duty and Registration Charges:**

The charges towards stamp duty fees and registration charges of this Agreement and all out of pocket costs, charges and expenses on all documents for sale and/or transfer of the said Premises shall be borne by the Allottee alone.

40. **Dispute Resolution:**

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 Authority as per the provisions of RERA and the Rules and Regulations thereunder.

41. **Governing Law:**

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all the matters pertaining to this Agreement.

42 **Permanent Account Numbers**

Details of the Permanent Account Numbers of the Promoter, Co-Promoter and Allottee are set out below

PARTY	PAN
PROMOTER	
KANAKIA SPACES REALTY PRIVATE LIMITED	AACCC4199F
CO-PROMOTER	
MR VASANT ANANDJI PATEL	AGEPP3110C
MR JAYANTIARJUNBHAI PATEL	AACPP3852D
MR. MANSUKHBHAIJAYANTIBHAIKOTHARI	AHAPK6586C
MR CHETANNAVINBHAI PATEL	AACPP5425F
MR. MANSUKHBHAIARJANBHAISUREJA	AABPS6775P
M/S. GURU PRERNA CORPORATION	AAEFG9772F
ALLOTEE	
MR. HOMIYAR SHAHROOKH TALATI	AHTPT0560E

43. **Construction of this Agreement**

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(i) Any reference to any statute or statutory provision shall include

(a) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and

(b) any amendment, modification, re-enactment, substitution or consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment, substitution or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted, substituted or consolidated) which the provision referred to has directly or indirectly replaced;

Any reference to the singular shall include the plural and vice-versa,

Any references to the masculine, the feminine and/or the neuter shall include each other.

(iv) The Schedules and Annexes form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it;

(v) References to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated supplemented or replaced from time to time;

(vi) Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;

(vii) References to a person (or to a word importing a person) shall be construed so as to include:

(a) An individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/separate legal entity); and

44. That person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

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

FIRST SCHEDULE

(Description of the Larger Land)

All that piece and parcel of land admeasuring 16,545.35 square meters bearing C.T.S No 115 of Village Marol, at Marol-Maroshi Road, Taluka Andheri, in the Registration Sub-District of Mumbai City and Mumbai Suburban, and bounded as mentioned below:

On or towards the North	:	By land bearing C.T.S. Nos. 4 and 119 (part)
On or towards the East	:	By land bearing C.T.S Nos 122, 123 and 127
On or towards the West	:	By land bearing C.T.S. Nos. 109 and 116 (part)
On or towards the South	:	By land bearing C.T.S. Nos. 116 (part) and 146

SECOND SCHEDULE

(Description of the Common Areas, Facilities and Amenities in the Real Estate Project)

Sr. No.	Name of Amenity	Location
1	Landscape garden	Garden Area / Ground
2	Machan	
3	Water body	
4	Kids play area	
5	Barbecue area (Open to Sky)	
6	Swimming pool and Kids Pool (open to sky)	
7	Tennis court	
8	Skating Area (open to sky)	
9	Yoga Area (open to sky)	
10	Basketball Post (single)	
11	Table Tennis Table	Part of Club House
12	Billiards Table	
13	Business Centre	
14	Gymnasium	
15	Jogging Area	On driveway
16	Telescope at roof top	H wing Terrace

THIRD SCHEDULE

(The internal fitting and fixtures in the said Premises)

Sr. No.	Item	Location	Specification
1	Flooring	Living Room / Dinning	Vitrified Flooring
		Master Bedroom	Vitrified Flooring
		Other Bed Room	Vitrified Flooring
		Master Toilet	Ceramic tile flooring and Glazed ceramic tile for Dado
		Other Toilets	Ceramic tile flooring and Glazed ceramic tile for Dado
2	Wood Work	Main Door	Wooden Door frame with Laminate Finish shutter
		Other Door	Wooden / Marble /Granite Frame Laminated Door Shutter
3	Windows	All Windows	Aluminium windows
4	CP / Sanitary	All Toilets	Standard CP Sanitary
5	Internal Paint	walls & ceiling	Internal wall & ceiling with Oil Bond Distemper
6	Typical lobby	Every Floor	Vitrified Flooring with Dado
7	Switches	Internal / External Switches	Modular switches

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FORTH SCHEDULE

(Description of the said Premises)

The Flat No. **1404** on the **14th Floor** in Wing **"I"** having RERA carpet area admeasuring about **41.01** sq. mtrs. with exclusive balcony area admeasuring Nil sq. mtrs in the Real Estate Project known as **"Kanakia Rainforest"** (**"the said Building"**) situated on the land more particularly described in the first schedule.

SIGNED AND DELIVERED)

By the within named the Promoter)

KANAKIA SPACES REALTY PRIVATE LIMITED)

through its Authorized Signatory)

MRS. MANISHA VORA)

in the presence of)

1

2 Asha Shah

Manisha Vora

MANISHA VORA

Photograph/Left Thumb Impression

SIGNED AND DELIVERED)

by the within named the Co-Promoters)

(1) MR. VASANT ANANDJI PATEL)

(2) MR. JAYANTI ARJUNBHAI PATEL)

(3) MR. MANSUKHBHAI JAYANTIBHAI KOTHARI)

(4) MR. CHETAN NAVINBHAI PATEL and)

(5) MR. MANSUKHBHAI ARJANBHAI SUREJA,)

in their individual capacity and all also carrying)

on business in the firm name and style of)

M/S. GURU PRERNA CORPORATION)

through their constituted attorney)

KANAKIA SPACES REALTY PRIVATE LIMITED)

through its Authorized Signatory)

in the presence of)

1

2 Asha Shah

Manisha Vora

MANISHA VORA

Photograph / Left Thumb Impression

SIGNED AND DELIVERED)

By the within named the Allottee)

MR. HOMIYAR SHAHROOKH TALATI)

in the presence of)

1

2

HOMIYAR SHAHROOKH TALATI

Photograph/Left Thumb Impression

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RECEIPT

RECEIVED the day and year first hereinabove written of and from the within named Allottee a sum of **Rs.8,47,608/- (Rupees Eight Lakh(s) Forty Seven Thousand Six Hundred Eight Only)** as part payment towards the Sale Consideration as within mentioned to be paid by the Allottee to us, under this Agreement, the details of which are as under

WE SAY RECEIVED

For KANAKIA SPACES REALTY PRIVATE LIMITED

Authorized Signatory

Witnesses

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THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 1 MUMBAI SUBURBAN DIST. (BANDRA)

LIST OF ANNEXURES

Annexure "A"

(Plan of the Larger Land)

Annexure "B"

(Copy of RERA Certificate)

Annexure "C"

(Intimation of Disapproval)

Annexure "D"

(Commencement Certificate)

Annexure "E"

(Property Register Card)

Annexure "F"

(Plan of the Premises (Floor Plan))

Annexure "G"

(Title Certificate)

Annexure "H"

(List of approvals which are applied for and which are yet to be issued / sanctioned / granted)

RECEIPT

RECEIVED the day and year first hereinabove written of and from the within named Allottee a sum of **Rs.8,47,608/-** (Rupees Eight Lakh(s) Forty Seven Thousand Six Hundred **Eight Only)** as part payment towards the Sale Consideration as within mentioned to be paid by the Allottee to us, under this Agreement, the details of which are as under.

WE SAY RECEIVED
For **KANAKIA SPACES REALTY PRIVATE LIMITED**

Authorized Signatory

Witnesses

1...

2...

बदर - १८

ANNEXURE "B"

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 : P51800000224

Project: **Kanakia Rainforest** *Plot Bearing / CTS / Survey / Final Plot No.:* ***115 of village Marol*** *at* ***Andheri, Andheri, Mumbai Suburban, 400059;***

1. **Kanakia Spaces Realty Private Limited** having its registered office / principal place of business at *Tehsil:* ***Andheri,*** *Distnct:* ***Mumbai Suburban,*** *Pin:* ***400093.***
2. This registration is granted subject to the following conditions, namely:-
   - The promoter shall enter into an agreement for sale with the allottees;
   - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017,
   - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (l) 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 **10/07/2017** and ending with **30/09/2020** 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.

बटर - १८
५५८ | ५२ | ११८
२०१८

Signature valid
Digitally Signed by
Dr. Vasant Premanand Prabhu
(Secretary, MahaRERA)
Date:7/10/2017 3:46:06 PM

Dated 10/07/2017
Place. Mumbai

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

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 : **P51800000224**

Project: ***Kanakia Rainforest*** *Plot Bearing / CTS / Survey / Final Plot No.:* ***115 of village Marol*** *at* ***Andheri, Andheri, Mumbai Suburban, 400059;***

1. **Kanakia Spaces Realty Private Limited** having its registered office / principal place of business at *Tehsil:* ***Andheri,*** *District:* ***Mumbai Suburban,*** *Pin:* ***400093.***
2. This registration is granted subject to the following conditions, namely:-
   - The promoter shall enter into an agreement for sale with the allottees;
   - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
   - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

     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 **10/07/2017** and ending with **30/09/2020** 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.

बटर - १८		
५५८८	५२	५२८
२०१८		

Signature valid
Digitally Signed by
Dr. Vasant Premanand Prabhu
(Secretary, MahaRERA)
Date:7/10/2017 3:46:06 PM

Dated: ***10/07/2017***

Place: ***Mumbai***

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

ANNEXURE "C"

THE SEAL OF THE JOINT SUB REGISTRAR MUMBAI SUBURBAN DIST.

MUNICIPAL CORPORATION OF GREATER MUMBAI
No. CHE/WS/0042/K/337(NEW)

To,
Shri. Ameet G. Pawar,
Architect,
Gr. Floor, Satyanarayan Prasand
Commercial Centre, Dayaldas Road,
Vile Parle(E),
Mumbai – 400057.

Sub : Proposed Building No. 1 on plot bearing CTS No. 115, 119A, 122A of village Marol, at Marol Maroshi Road , Andheri (East) Mumbai.

Sir,

I have to inform you that the Amended Plans on subject Plot is hereby approved subject to the following conditions:-

1. That the structural engineer will be appointed, supervision memo as per appendix XI Regulation 5(3) (IX) will be submitted.
2. That the structural design and calculations shall be submitted before starting the work.
3. That the date of starting and completion of work shall be intimated to this office.
4. That structural stability certificate shall be submitted before submitting Completion certificate.
5. That the qualified/registered site supervisor will be appointed before starting the work and his certificate stating that the work is effectively supervised by him will be submitted before submitting completion certificate.
6. That adequate care in planning, designing and carrying out the construction work of Club House will be taken to provide for the consequence of settlement of floors and plinth filling etc.
7. That the requirement of bye law 4(c) will be complied with before starting the work.
8. That the N.O.C. from Insecticide Officer shall be submitted.
9. That the debris shall be removed before submitting completion certificate.
10. That the low lying plot shall be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road whichever is higher with murum, earth, boulders etc. and will not be leveled, rolled consolidated and sloped towards road side before starting the work.
11. That the capacity of overhead tank will be provided as per 'P' form issued by Hydraulic Engineer.
12. That ownership of the club-house, swimming pool & other appurtenant users shall vest by provision in a deed of conveyance on account of whose cumulative holdings the R.G. is required to be kept as R.G.
13. That the structure of club-house shall be used only for recreation activities and not for any other purpose.
14. That the owner/owners/federation of societies shall submit a registered undertaking agreeing to the conditions in (a) to (d) of D.C.R.23(1)(2)(II)
15. That the registered undertaking shall be submitted to form registered Co-op. Society / federation before submitting Occupation / B.C.C
16. That the owner / developer shall provide proper drainage arrangement to the said swimming pool, to avoid unhygienic conditions on the site.
17. That the CC shall be re endsored as per amended approved Plans.

बदर - १६		
७५८८	५३	१७६

No. CHE/WS/0042/K/337(NEW)

To,
Shri. Ameet G. Pawar,
Architect,
Gr. Floor, Satyanarayan Prasand
Commercial Centre, Dayaldas Road,
Vile Parle(E),
Mumbai – 400057.

Sub : Proposed Building No. 1 on plot bearing CTS No. 115, 119A, 122A of village Marol, at Marol Maroshi Road , Andheri (East) Mumbai.

Sir,

I have to inform you that the Amended Plans on subject Plot is hereby approved subject to the following conditions:-

1. That the structural engineer will be appointed, supervision memo as per appendix XI Regulation 5(3) (IX) will be submitted.
2. That the structural design and calculations shall be submitted before starting the work.
3. That the date of starting and completion of work shall be intimated to this office.
4. That structural stability certificate shall be submitted before submitting Completion certificate.
5. That the qualified/registered site supervisor will be appointed before starting the work and his certificate stating that the work is effectively supervised by him will be submitted before submitting completion certificate.
6. That adequate care in planning, designing and carrying out the construction work of Club House will be taken to provide for the consequence of settlement of floors and plinth filling etc.
7. That the requirement of bye law 4(c) will be complied with before starting the work.
8. That the N.O.C. from Insecticide Officer shall be submitted.
9. That the debris shall be removed before submitting completion certificate.
10. That the low lying plot shall be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road whichever is higher with murum, earth, boulders etc. and will not be leveled, rolled consolidated and sloped towards road side before starting the work.
11. That the capacity of overhead tank will be provided as per 'P' form issued by Hydraulic Engineer.
12. That ownership of the club-house, swimming pool & other appurtenant users shall vest by provision in a deed of conveyance on account of whose cumulative holdings the R.G. is required to be kept as R.G.
13. That the structure of club-house shall be used only for recreation activities and not for any other purpose.
14. That the owner/owners/federation of societies shall submit a registered undertaking agreeing to the conditions in (a) to (d) of D.C.R.23(I)(2)(II)
15. That the registered undertaking shall be submitted to form registered Co-op. Society / federation before submitting Occupation / B.C.C
16. That the owner / developer shall provide proper drainage arrangement to the said swimming pool, to avoid unhygienic conditions on the site.
17. That the CC shall be re endsored as per amended approved Plans.

बंडल - ३६		
७५८८	५३	७८

One set of Plans duly signed and stamped is hereby returned in token of Municipal approval

Yours faithfully,

Prakash
Rajaram
Rasal

Executive Engineer
(Building Proposal)
Western Suburbs (K-Ward)

Sanjay
Uttamrao
Borse

A.E.(B.P.)'K/East' Ward

Athare
Dipak
Suresh
ao

SEBPKEC

Copy forwarded for information to Owner
M/s Kanakia Spaces Pvt. Ltd. C.A to Owner

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MUNICIPAL CORPORATION OF GREATER MUMBAI
No. CHE/WS/0041/K/337(NEW) Dtd. 02/04/2018

Office of the
Dy. Chief Engineer (Bldg. Proposals/W.S.)
1st Floor, Next to Bhabha Hospital
R. K. Patkar Marg, Bandra (W)
Mumbai 400 050

To,
Shri. Ameet Patwa
Architect,
G+ Floor, Satyanarayan Prasad
Commercial Centre, Dayalnas Road,
Vile Parle (E), Mumbai - 400 057.

Sub.:- Proposed Residential Bldg no. 2 on plot bearing C.T.S. Nos 115,119 A and 122 A at Marol-Maroshi road of Village Marol in K/East-Ward, Andheri (East), Mumbai.

Ref :- Your Online application u/no. CHE/WS/0041/K/337(NEW)

Gentleman,

There is no objection to your carrying out the work as per amended plans submitted by you vide application under reference for which competent authority has accorded sanction, subject to the following conditions :-

1) All the objections of this office I.O.D. under even no. dated 01.11.2010 shall be applicable and should be complied with.
2) That all the conditions of amendment letters dated 06.04.2013, 22.04.2015 & 20.01.2017 shall be complied with.
3) That the Structural Stability Certificate along with requirement of Girder from Structural Engineer shall be submitted for extension/additional floors
4) That the work shall be carried out between 6.00 am to 10.00 p.m. only (as per Circular No. ChE/DP/7749/Gen dated 07.06.2016
5) That the N.O.C. of A.A.& C. K/East Ward shall be submitted.
6) That the all dues clearance certificate from A.E.W.W. K/East shall be submitted.
7) That the condition of revised byelaw 4(C) shall be complied with
8) That the Janata Insurance Policy in the name of site under reference shall be submitted.
9) That the verification of AMSL of completed work shall be done from MIAL/GVK before Further CC. The AMSL of the topmost part of the building under reference shall also be verified before OCC.
10) That the RUT from Applicant for not misusing the Porch in future shall be submitted before Re-endorsement of CC
11) That the Registered undertaking from Applicant stating that clause will be incorporated in all the individual tenement agreements that space for Society Office will be used as space for society office only and after formation of society the said space will be handed over to the registered society and will only be used for the intended purpose and not be misused in future shall be submitted before Re-endorsement of CC.

बदर - १८		
७५८८	५५	९२८
२०१८		

THE SEAL OF THE JOINT SUB REGISTRAR ... MUMBAI SUBURBAN DIST. (MAHARASHTRA)

...t the CC shall got re-endorsed.

13) That the Supreme Court orders dated 15/03/2018 in the dumping Ground case Shall be Complied with

Yours faithfully,

S.E.B.P.(W.S.) KEC	A.E.B.P.W.S. "K/E"	Executive Engineer Building Proposals (Western Suburbs) "K"Ward

Copy to 1] M/s. Kanakia Spaces Pvt. Ltd., C.A. to Owner
2] Assistant Commissioner, K/ East Ward
3] A.E.W.W. K/East Ward
4] D.O. K/East Ward

(This letter is digitally signed and physical signature is not required)

बदर - १८		
७५८८	५६	१२८
२०२८		

ANNEXURE "D"

C - 3

MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CHE/WS/0042/K/337

COMMENCEMENT CERTIFICATE

To,
M/s. Kanakia Spaces Pvt.Ltd. C.A. to Owner
215, Atrium ,10th floor opp divine child school, J.B Nagar, Andheri-Kurla Road Andheri(E), Mumbai -400093

Sir,
With reference to your application No CHE/WS/0042/K/337 Dated 12/1/2017 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 337 (New) dated 12/1/2017 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S. No. 115, 119A & 122A Division / Village / Town Planning Scheme No MAROL situated at Marol maroshi road Road / Street in K/E Ward Ward

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

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

As Act

The Municipal Commissioner has appointed Shri Shri. Sanjay U Borse - (Asst.Eng.(B.P.) K/East) Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

बुक - १८

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THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 7 MUMBAI SUBURBAN DIST. (MUMBAI)

This Copy is valid upto

Issue On 29/5/2015 Valid Upto :

Remark

Approved By

Executive Engineer

Issue On 3/4/2017 Valid Upto : 13/12/2017

Remark

F.C.C. upto top of 16th upper floor i.e. ht. 59.15 mt. for wing 'A', top of 16th upper floor i.e. ht. 54.95 mt. for wing 'B', top of 15th upper floor i.e. ht. 54.95 mt. for wing 'C', top of 15th upper floor i.e. ht. 50.75 mt. for wing 'D' & Wing 'E', top of 15th upper floor i.e. ht. 46.55 mt. for wing 'F', Wing 'G' & Wing 'H' + OHT as per the approved amended plans dated 22.02.2017. and as per condition No. VIII of EODB circular CHE/DP/49/Gen/2015 dt. 29/12/2015 & CHE/DP /41375/Gen. dt. 29/12/2015.

बदर ३८		
७५८८	५८	१२८
२०१८		

C - 3

MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CHE/WS/0041/K/337(NEW)

COMMENCEMENT CERTIFICATE

To
M/s Kanakia Space PVT.LTD. C.A. To Owner
115 Atrium, 10th Floor opp Divine Child School,
J B Nagar,Andheri-Kurla Road,Andheri (E),400093

Sir
With reference to your application No. **CHE/WS/0041/K/337(NEW)** Dated **5/1/2017** 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 337 (New) dated **5/1/2017** of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work on plot No. - C.T.S. No. **115,119A & 122A** Division / Village / Town Planning Scheme No **MAROL** situated at **Marol Maroshi Road** Road / Street in **K/E Ward** Ward .

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

1 The land vacated on consequence of the endorsement of the setback line/ road widening line shall form part of the public street.

2 That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted

3 The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.

4 This permission does not entitle you to develop land which does not vest in you

5 This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966

6 This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if -

a. The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans

b. Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.

c. The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.

7 The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him

The Municipal Commissioner has appointed Shri. **Shri. Sanjay U Borse - (Asst.Eng.(B.P.) K/East)** Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

CHE/WS/0041/K/337(NEW)

Further C.C. is now extended up to F.C.C. upto top of 13th upper floor i.e ht 46.25 mt. for wing 'I' & 'J' as per the approved amended plans dated 20.01.2017. And as per condition No. VIII of EODB circular CHE/DP/49/Gen/2015 dt. 29/12/2015 & CHE/DP /41375/Gen dt. 29/12/2015.

बंदर - १८

७५८८	५९	९२८

२०१८

Document certified by Sanjay Uttamrao Borse <sanjayuborse@gmail.com>

Name Sanjay Uttamrao Borse
Designation Assistant Engineer
Organization Municipal Corporation of Greater Mumbai
Date : 03-Apr-2017 19 03 48

For and on behalf of Local Authority
Municipal Corporation of Greater Mumbai

Assistant Engineer . Building Proposal

Western Suburb I K/E Ward Ward

Cc to
1 Architect
2 Collector Mumbai Suburban /Mumbai District.

CC	GO	ore

Issued on	Valid upto	Remarks
22 2017	1/2/2018	
62 2017	-	F C C upto top of 13th upper floor i e ht 46 25 mt for wing 'I' & 'J' as per the approved amended plans dated 20 01 2017 And as per condition No VIII of EODB circular CHE/DP/49/Gen/2015 dt 29/12/2015 & CHE/DP /41375/Gen dt 29/12/2015

Document certified by Sanjay Uttamrao Borse
<sanjayuborse@gmail.com>

Name : Sanjay Uttamrao Borse
Designation : Assistant Engineer
Organization : Municipal Corporation of Greater Mumbai
Date : 06-Feb-2017 17 26 47

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 2 MUMBAI SUBURBAN DIST. (EXURBAN)

For and on behalf of Local Authority
Municipal Corporation of Greater Mumbai
Assistant Engineer . Building Proposal
Western Suburb I K/E Ward Ward

Cc to :
1. Architect.
2. Collector Mumbai Suburban /Mumbai District.

नंबर - १८

७५८८

Issued on	Valid upto	Remarks
2/2/2017	1/2/2018	
6/2/2017	-	F.C.C. upto top of 13th upper floor i.e. ht. 46.25 mt. for wing 'I' & 'J' as per the approved amended plans dated 20.01.2017 And as per condition No. VIII of EODB circular CHE/DP/49/Gen/2015 dt. 29/12/2015 & CHE/DP /41375/Gen. dt. 29/12/2015

Document certified by Sanjay Uttamrao Borse
<sanjayuborse@gmail.com>

Name : Sanjay Uttamrao Borse
Designation : Assistant Engineer
Organization : Municipal Corporation of Greater Mumbai
Date : 06-Feb-2017 17 26 47

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 6 MUMBAI SUBURBAN DIST. (E.HQ.)

For and on behalf of Local Authority
Municipal Corporation of Greater Mumbai
Assistant Engineer . Building Proposal
Western Suburb I K/E Ward Ward

Cc to :
1. Architect.
2. Collector Mumbai Suburban /Mumbai District.

बंदर - १८
७५८८ | ६१ | १२९
२०१८

C - 3

MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CHE/WS/0041/K/337(NEW)

COMMENCEMENT CERTIFICATE

To,
M/s.Kanakia Space PVT.LTD. C.A. To Owner
215,Atrium, 10th Floor opp. Divine Child School,
J.B.Nagar,Andheri-Kurla Road,Andheri (E),400093

Sir,

With reference to your application No. **CHE/WS/0041/K/337(NEW)** Dated. 13/2/2018 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 337 (New) dated **13/2/2018** of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S. No. **115,119A & 122A** Division / Village / Town Planning Scheme No MAROL situated at **Marol Maroshi Road** Road / Street in K/E Ward Ward .

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

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

The Municipal Commissioner has appointed Shri. **Shri. Sanjay U Borse - (Asst.Eng.(B.P.) K/East)** Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said

C - 3

MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CHE/WS/0041/K/337(NEW)

COMMENCEMENT CERTIFICATE

To,
M/s.Kanakia Space PVT.LTD. C.A. To Owner
215,Atrium, 10th Floor opp. Divine Child School,
J.B.Nagar,Andheri-Kurla Road,Andheri (E),400093

Sir,

With reference to your application No. **CHE/WS/0041/K/337(NEW)** Dated. 13/2/2018 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 337 (New) dated 13/2/2018 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S. No. **115,119A & 122A** Division / Village / Town Planning Scheme No MAROL situated at **Marol Maroshi Road** Road / Street in K/E Ward Ward .

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

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

The Municipal Commissioner has appointed Shri. **Shri. Sanjay U Borse - (Asst.Eng.(B.P.) K/East)** Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 31/10/2015

Issue On : 4/6/2015 Valid Upto : 31/10/2015

Remark :

Top of Basement for wing 'I' & 'J' as per approval Plan dated 22.04.2015

Approved By

E.E.B.P

Executive Engineer

Issue On : 6/2/2017 Valid Upto : 31/10/2017

Remark :

F.C.C. upto top of 13th upper floor i.e. ht. 46.25 mt. for wing 'I' & 'J' as per the approved amended plans dated 20.01.2017.

Approved By

AEBPKE

Assistant Engineer (Survey)

Issue On : 11/6/2018 Valid Upto : 31/10/2018

Remark :

Re-endorsement and Further CC up to top of 16th floor + LMR & Staircase Cabin i.e. height 56.82mtr AGL (54.05 + 1.87) for Wing'I' & Wing 'J' as per approved amended plan dated 02/04/2018 .

Name : Sanjay Uttamrao Borse
Designation : Assistant Engineer
Organization : Municipal Corporation of Greater Mumbai
Date : 11-Jun-2018 17:08:07

CHE/WS/0041/K/337(NEW)

For and on behalf of Local Authority
Municipal Corporation of Greater Mumbai

Assistant Engineer . Building Proposal
Western Suburb I K/E Ward Ward

Mumbai Suburban Mumbai District.

CHEWS 0041 K 337 (NEW)

बदर - १८		
७५८८	६१०	७४९
२०१८		

ANNEXURE "E"

मालमत्ता पत्रक

विभाग/भाग ...	मरोळ		तालुका/न.भू.मा.का. न.भू.अ.विलेपार्ले		जिल्हा मुंबई उपनगर जिल्हा
गाव नमाना नं. / फा. क्र.	शिट नंबर	प्लाट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शेरा
११५	११५				
--			चौ.मिटर. ३४२८.० + १३११७.३ ---------- १६५४५.३	क	
धारणाधिकार	--				
काचा मुळ धारक सन १९६९	[शेतीकडे.]				
हार	--				
भार	--				
शेरे	--				

नांव क्रमांक	व्यवहार	खाते क्रमांक	नवीन धारक (धा) पट्टेदार (प) किंवा धारण (धा)	शेरा
१ १९/१२/२०११	मा.जिल्हाधिकारी, मुंबई उपनगर यांजकडील बिनशेती आदेश क्र. C/Desk-III-C/LND/NAP/SR-२०४२ दि.२०/८/२०११, बिनशेती मोजणी मो.र.न.२२६/११, न.भू.अ. विलेपार्ले याचा फेरफार क्र.५८६ दि.१९/१२/२०११ [illegible] आदेशान्वये न.भू.क्र.११५ चे संपूर्ण क्षेत्र निवासी प्रयोजनासाठी बिनशेतीकडे वर्ग झाल्याने [illegible] कालावधीकरीता र.रू.८२४००/- बिनशेती सा-याची नोंद केली व सत्ता प्रकार "शेती" [illegible]			[illegible]
२ १९/१२/२०११	मा.जिल्हाधिकारी, मुंबई उपनगर यांजकडील बिनशेती आदेश क्र.C/Desk-III-C/LND/NAP/SR-२०४२ दि.२०/८/२०११, न.भू.अ. विलेपार्ले याचा फेरफार क्र.५८७ दि.१९/१२/११ रोजीचे आदेशान्वये ७/१२ प्रमाण धारकाची नांव दाखल केली.		"धा" मे. गुरुप्रेरणा कार्पोरेशनचे भागीदार १) श्री. [illegible] [illegible] [२) श्री. [illegible] [illegible]] [३) श्री. [illegible] [illegible]] ४) श्री. जयंती [illegible] [illegible] [५) श्री. [illegible] [illegible]] [६) श्री. [illegible] [illegible]] [७) श्री. चेतन [illegible] [illegible]] [८) श्री. [illegible] [illegible]] ९) श्री. [illegible] [illegible] १०) श्री. मनमुखभाई [illegible] सुरजा [११) श्री. [illegible] [illegible] सुरजा] [१२) श्री. रमेशभाई [illegible] सुरजा] [१३) चेतन [illegible] कोटारी] १४) श्री. मनमुखभाई [illegible] कोटारी [१५) श्री. [illegible] [illegible]]		[illegible]
१९/१ १९/१२/२०११	मा.जिल्हाधिकारी, मुंबई उपनगर यांजकडील आदेश क्र. सी/काया-३क/पो.वि./एकत्रि/पो.वि./एस.आर.१५६५ दि.२०/८/२०११, एकत्रि/पो.वि. मोजणी मो.र.न.३३७/२०११, न.भू.अ.विलेपार्ले याचा फेरफार क्र.५८८ दि.१९/१२/२०११ रोजीचे आदेशान्वये न.भू.क्र.११५ चे क्षेत्र ३४२८ चो.मी. [illegible] न.भू.क्र.११६अ/१ चे क्षेत्र ७२३.८ चो.मी., न.भू.क्र.११७ चे क्षेत्र ११४४२.४ चौ.मी., न.भू.क्र.११७/१ ते ४ चे एकत्रित क्षेत्र ३०५.९ चो.मी., न.भू.क्र.११८ चे क्षेत्र ६४५.२० चो.मी. असे एकूण १३११७.३ चौ.मी. क्षेत्र सामिल करून न.भू.क्र.११५ चे क्षेत्र १६५४५.३ चौ.मी. कायम केले व [illegible] न.भू.क्र. ११६अ/१, न.भू.क्र.११७, ११७/१ ते ४, ११८ या मिळकत पत्रिका रद्द केल्याची नोंद दाखल केली			[illegible] फेरफार क्र.५८८ प्रमाण पत्रक १९/१२/२०११ न.भू.अ. विलेपार्ले

बदर - १८

७५८८	६५	११८
२०१८		

ANNEXURE "E"

मालमत्ता पत्रक

वि... मरोळ ... न.भू.अ.विलेपार्ले

	शिट नंबर	प्लाट नंबर	क्षेत्र चौ.मी.	धारणाधिकार
११५	११५			
--			चौ.मिटर. ३४२८.० + १२११७.३ ---------- १६५४५.३	

सुधि... --

...धिकार --

...चा मुळ धारक [शेतीकडे.]

...१९६९

पट्टेदा... --

...धार --

...शेरे --

...नांव

...क	व्यवहार	खड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा धार (धा)	साक्षांकन
१				
१९/१२/२०११	मा.जिल्हाधिकारी, मुंबई उपनगर यांजकडील बिनशेती आदेश क्र.C/Desk-III-C/LND/NAP/SR-२०४२ दि.२०/८/२०११, बिनशेती मोजणी मो.र.न.२२६/११, न.भू.अ. विलेपार्ले यांचा फेरफार क्र.५८६ दि.१९/१२/२०११ रोजीचे आदेशान्वये न.भू.क्र.११५ चे संपूर्ण क्षेत्र निवासी प्रयोजनासाठी बिनशेतीकडे वर्ग झाल्याने महसुली वर्ष २०१०-२०११ या कालावधीकरीता र.रू.८२४००/- बिनशेती सा-याची नोंद केली व सत्ता प्रकार "शेती" ऐवजी "क" सत्ता केला			...क्र.५८६ प्रमाण मा... ...न.भू.अ.विलेपार्ले
१				
१९/१२/२०११	मा.जिल्हाधिकारी, मुंबई उपनगर यांजकडील बिनशेती आदेश क्र.C/Desk-III-C/LND/NAP/SR-२०४२ दि.२०/८/२०११, न.भू.अ. विलेपार्ले यांचा फेरफार क्र.५८७ दि.१९/१२/११ रोजीचे आदेशान्वये ७/१२ प्रमाण धारकाची नांवे दाखल केली.		"धा" मे. गुरुप्रेरणा कार्पोरेशनचे भागीदार १) श्री. जयंत ए. पटेल [२) श्री. डायालाल ए. पटेल] [३) श्री. भरतभाई ए. पटेल] ४) श्री. जयंती ए. पटेल [५) श्री. हर्षद ए. पटेल] [६) श्री. हितेश ए. पटेल] [७) श्री. चेतन एम. पटेल] [८) श्री. नर्वानिलभाई पी. पटेल] ९) श्री. भाविन एम. पटेल १०) श्री. मनसुखभाई ए. सुरजा [११) श्री. समीर एम. सुरजा] [१२) श्री. रमेशभाई ए. सुरेजा] [१३) चेतन एम. कोठारी] १४) श्री. मनसुखभाई जे. कोठारी [१५) श्री. हेमंत डी. देसाई]	...क्र.५८७ प्रमाण मा...
१९/१				
१९/१२/२०११	मा.जिल्हाधिकारी, मुंबई उपनगर यांजकडील आदेश क्र. सी/कार्या-३क/पो वि./एकत्रि/पो.वि./एस.आर.५६६ दि.२०/८/२०११, एकत्रि /पो.वि. मोजणी मो.र.न.३३७/२०११, न.भू.अ.विलेपार्ले यांचा फेरफार.क्र.५८८ दि.१९/१२/२०११ रोजीचे आदेशान्वये न.भू.क्र.११५ चे क्षेत्र ३४२८ चौ.मी. मध्ये न.भू.क्र.११६अ/१ चे क्षेत्र ७२३.८ चौ.मी, न.भू.क्र.११७ चे क्षेत्र ११४४२.४ चौ.मी., न.भू.क्र.११७/१ ते ४ चे एकत्रित क्षेत्र ३०५.९ चौ.मी., न.भू.क्र.११८ चे क्षेत्र ६८५.२० चौ.मी. असे एकूण १३११७.३ चौ.मी. क्षेत्र सामिल करून न.भू.क्र.११५ चे क्षेत्र १६५४५.३ चौ.मी. कायम केले व मालमत्ता पत्रिकेत न.भू.क्र. ११६अ/१, न.भू.क्र.११७, ११७/१ ते ४, ११८ या मिळकत पत्रिका रद्द केल्याची नोंद दाखल केला			...क्र.५८८ प्रमाण मा... १९/१२/२०११ न.भू.अ.विलेपार्ले

बदर - १८

७५८	६५	१२८

२०१८

पान न. -

ANNEXURE "E"

मालमत्ता पत्रक

विभाग/मौजे --- मरोळ तालुका/न.भु.मा.का. -- न.भू.अ.विलेपार्ले जिल्हा -- मुंबई उपनगर जिल्हा

सर्व्हे क्रमांक / हिस्सा क्रमांक	शिट नंबर	प्लाट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या अथवा परत किंवा भाडेपट्याने तपशील आणि त्याच्या व त्यासंबंधीची नियत वेळ)
११५	११५				
--			चौ.मिटर. ३४२८.० + १३११७.३ ---------- १६५४५.३	क	सन २०१०-२०११ कालावधी बिनशेती सात ८ २४००

धारणाधिकार --

मूळ धारक १९६९ [शेतीकडें.]

पट्टेदार --

भार --

शेरे --

क्र	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षांकन
१ १९/१२/२०११	मा.जिल्हाधिकारी, मुंबई उपनगर यांजकडील बिनशेती आदेश क्र C/Desk-III-C/LND/NAP/SR-२०४२ दि.२०/८/२०११ , बिनशेती मोजणी मो.र.नं.२२६/११, न.भू.अ. विलेपार्ले यांचा फेरफार क्र.५८६ दि.१९/१२/२०११ रोजीचे आदेशान्वये न.भू.क्र.११५ चे संपूर्ण क्षेत्र निवासी प्रयोजनासाठी बिनशेतीकडे वर्ग झाल्याने महसूली वर्ष २०१०-२०११ या कालावधीकरीता र.रू.८२४००/- बिनशेती सा-याची नोंद केली व सत्ता प्रकार "शेती" ऐवज "क" दाखल केला			फेरफार क्र.५८६ प्रमाणे यांचा - १९/१२/२०११ न भू अ विलेपार्ले
२ १९/१२/२०११	मा.जिल्हाधिकारी, मुंबई उपनगर यांजकडील बिनशेती आदेश क्र.C/Desk-III-C/LND/NAP/SR-२०४२ दि.२०/८/२०११, न.भू.अ. विलेपार्ले यांचा फेरफार क्र.५८७ दि.१९/१२/११ रोजीचे आदेशान्वये ७/१२ प्रमाणे धारकांची नांवे दाखल केली.		"धा" मे. गुरूप्रेरणा कार्पोरेशनचे भागीदार १) श्री. वसंत ए. पटेल [२) श्री. डायालाल ए. पटेल] [३) श्री. धरमशी ए. पटेल] ४) श्री. जयंती ए. पटेल [५) श्री. हरीष ए. पटेल] [६) श्री. हितेश ए. पटेल] [७) श्री. चेतन एन. पटेल] [८) श्री. नवनीतभाई पी. पटेल] ९) श्री. भाविन एन. पटेल १०) श्री. मनसुखभाई ए. सुरेजा [११) श्री. समीर एम. सुरेजा] [१२) श्री. रमेशभाई ए. सुरेजा] [१३) चेतन एम. कोठारी] १४) श्री. मनसुखभाई जे. कोठारी [१५) श्री. हेमंत वी देसाई]	फेरफार क्र.५८७ प्रमाणे यांचा - १९/१२/२०११ न भू अ विलेपार्ले
३ १९/१२/२०११	मा.जिल्हाधिकारी, मुंबई उपनगर यांजकडील आदेश क्र. सी/कार्या-३क/पो.वि./एकत्रि/पो.वि./एस.आर.१५६५ दि.२०/८/२०११, एकत्रि /पो.वि. योजणी मो.र.नं.३३७/२०११, न.भू.अ.विलेपार्ले यांचा फेरफार.क्र.५८८ दि.१९/१२/२०११ रोजीचे आदेशान्वये न.भू.क्र.११५ चे क्षेत्र ३४२८ चौ.मी. मध्ये न.भू.क्र.११६अ/१ चे क्षेत्र ७२३.८ चौ.मी, न.भू.क्र.११७ चे क्षेत्र ११४४२.४ चौ.मी., न.भू.क्र.११७/१ ते ४ चे एकत्रित क्षेत्र ३०५.९ चौ.मी., न.भू.क्र.११८ चे क्षेत्र ६८५.२० चौ.मी. अशा एकूण १३११७.३ चौ.मी. क्षेत्र सामिल करून न.भू.क्र.११५ चे क्षेत्र १६५४५.३ चौ.मी. कायम केले व सामिलीकरणापूर्वी न.भू.क्र. ११६अ/१, न.भू.क्र.११७, ११७/१ ते ४, ११८ या मिळकत पत्रिका रद्द केल्याची नोंद दाखल केला			फेरफार क्र.५८८ प्रमाणे यांचा - १९/१२/२०११ न भू अ विलेपार्ले

बदर - १८

मालमत्ता पत्रक

जिल्हा -- मुंबई उपनगर जिल्हा

तालुका/न.भू.मा.का. -- न.भू.अ.विलेपार्ले

गाव नाव -- मराळ

धारणाधिकार

शासनाला दिलेल्या आकारणीचा किंवा भाड्याचा तपशील आणि त्याच्या फेर तपासणीची नियत वेळ)

क्षेत्र
चौ मी

	खड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षाकंन
[illegible]			फेरफार क्र.५१४ प्रमाण सही - ३०/०१/२०१२ न.भू.अ.विलेपार्ले

[illegible] ३०/०[illegible] [illegible] आफिनियम १९३२ नुसार भागीदारी संस्थेची घटना किंवा तिचे विसर्जन या मधील बदलाची नोटीस [illegible] B-[illegible] [illegible] २१/१०/०३ ची प्रमाणित प्रत डेप्युटी रजि. ऑफ फर्म, मुंबई यांजकडील N.C.९८२/०३ दि.२१/१०/०३ [illegible] ची [illegible] १० राजांची प्रत व जबाबान्वये निवृत्त होणारे श्री. डायालाल आनंदजी पटेल, श्री. धरमसी आनंदजी पटेल, [illegible] भाई पटेल, श्री. हितेश एल. पटेल, श्री. चेतन एम. कोठारी, श्री. हेमंत बी. देसाई, श्री. नविनभाई पी. पटेल, [illegible] पटेल, श्री. समीर मनसुखभाई सुरेजा, श्री. रमेशभाई अे. सुरेजा या भागीदारांची नांवे कमी करून उर्वरीत [illegible] कायम ठेवल्याची नोंद करणे

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 2 MUMBAI SUBURBAN DIST. (BANDRA)

न.भू.अ.विलेपार्ले
मुंबई उपनगर जिल्हा

[illegible] करणारा -

खरी नकल -

सत्य-प्रत

[illegible]

बदर - १८

७५८८	६६	१२

२०१८

मालमत्ता पत्रक

विभाग/मौजे -- मरोळ तालुका/न.भु.मा.का. -- न.भू.अ.विलेपार्ले जिल्हा -- मुंबई उपनगर जिल्हा

बदर प्रमाणक / स. प्लॉ. न	शिट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाकडे दिलेल्या नोंदणीकृत पत्रिकेचा तपशील आणि [illegible]
११६/अ	११६/अ				
			चौ.मिटर. १०३५४.२ -५२३०.२० पोट विभाजनानुसार न.भू.क्र ---------११६ब नविन मिळकत पत्रिका उघडली ५१२४.० - ७२३.८ न.भू.क्र.११६अ/१ कडे वर्ग ---------- ४४००.२	शेती	

धाराधिकार --

या मुळ धारक १९६९ शेतीकडे.

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	व्यवहार	खुंट क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	शाक्षांकन
१०७/२००९	मा.जिल्हाधिकारी, मुंबई उपनगर जिल्हा यांचेकडील आदेश क्र.सी/कार्या-३के/पो.वि/एस.आर.अे-१२११ दि ३/३.०९ अन्वये तसेच अतितातडी पोटविभाजन मो.र.नं. २५८/०९ दि.३/४/०९ व इकडील न.भू.अ.विलेपार्ले यांचे आदेश दि. ४/७/०९ अन्वये न.भू.क्र. ११६ चे क्षेत्र १०३५४.२ चो.मी. मधून पोटविभाजनाकडे वर्ग होणारे क्षेत्र ५२३०.२० चो.मी. वजा करून शिल्लक क्षेत्र ५१२४.० चो.मी. कायम केले. पोटविभाजनानुसार न.भू.क्र. ११६ब अशी स्वतंत्र मिळकत पत्रिका उघडली. न.भू.क्र. ११६ ला पोटविभाजनानुसार ११६अ असा शेरा दिला. धारक व सत्ता प्रकार पुर्वीप्रमाणे कायम ठेवून			न.भू.अ. क्र. [illegible] प्रमाणे [illegible] [illegible] २००९ न.भू.अ. विलेपार्ले
१२/२०११	मा.जिल्हाधिकारी, मुंबई उपनगर यांजकडील पो.वि./एकत्रि/ आदेश क्र.सी/कार्या-३क/पो.वि./एकत्रि/पो.वि./एस.आर-१५६५ दि.२०/८/११, एकत्रि /पो.वि. मोजणी मो.र.नं.३३७/११, न.भू.अ.विलेपार्ले यांचा फै.फा.क्र.५८५/२०११ दि १९.१२/२०११ रोजीचे आदेशान्वये न.भू.क्र.११६अ चे एकूण क्षेत्र ५१२४.० चो.मी. मधून पोटविभाजनाकडे वर्ग होणारे ७२३.८ चो.मी. क्षेत्राची नविन स्वतंत्र न.भू.क्र.११६अ/१ अशी मिळकत पत्रिका उघडली, मुळ मिळकत पत्रिकेप्रमाणे धारक व सत्ता प्रकार कायम केला, न.भू.क्र.११६अ चे उर्वरीत क्षेत्र ४४००.२ चो.मी. कायम			न.भू.अ. क्र. ५८५ प्रमाणे [illegible] १९.१२.२०११ न.भू.अ. विलेपार्ले

[illegible] २००९

[illegible] तारीख 20/12/13 तक्रेला प्रकार [illegible]

[illegible] तारीख 20/1/13 [illegible] सुरु [illegible]

[illegible] दिलेची तारीख ..... [illegible] सुरु ..... [illegible]

[illegible] प्रकार [illegible] ... एकूण [illegible] ... [illegible]

[illegible] ....

[illegible] 20/9/13

[illegible] भूमापक

उ. भू. अ., विलेपार्ले

न.भू.अ. विलेपार्ले

सत्य–प्रतिलिपि [illegible]

बदर प्रमाणक अधिकारी विलेपार्ले

बदर - १८		
७५८८	६७	१३६
२०१८		

पान न. --

मालमत्ता पत्रक

तालुका/न.भु.मा.का. -- न.भू.अ.विलेपार्ले

जिल्हा -- मुंबई उपनगर जिल्हा

शासनाला दिलेल्या आकारणीचा किंवा भाडेपट्ट्याचा तपशील आणि त्याच्या फेर तपासणीची नियत वेळ)

क्षेत्र

धारणाधिकार

शेती

क	व्यवहार	खंड क्रमांक	नोंदवून धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षांकन
६.०७.२००९	मा. जिल्हाधिकारी, मुंबई उपनगर जिल्हा यांचेकडील आदेश क्र. सी/कार्या-३क/पो.वि/एम आर अे-१२११ दि.३/३/२००९ अन्वये नमूद असलेल्या ... दि ३/४/२००९ व इकडील आदेश दि. ४/७/२००९ अन्वये न.भू.क्र. ११६ब अशी नोंदवून ... उपडली धारक - शून्य			मा. ०६.०७.२००९ न.भू.अ. विलेपार्ले

पाठ करणारा -

खरे नकल -

न.भू.अ.विलेपार्ले

मुंबई उपनगर जिल्हा

सत्य-प्रति

७५८८	६८	१२६
२०१६		

मालमत्ता पत्रक

विभाग/मौजे -- मरोळ तालुका/न.भू.मा.का. -- न.भू.अ.विलेपार्ले जिल्हा -- मुंबई उपनगर जिल्हा

भूमापन क्रमांक पा.प्ल.न	शिट नंबर	प्लाट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकारणीचा किंवा भाड्याचा तपशील आणि त्याच्या पुनर्तपासणीची नियत वेळ)
११९अ	-	-			
--			१२१६.१	शेती	

भूधारणाधिकार -

सरकारचा मुळ धारक वर्ग शेतीकडे

भाडेदार -

भाडेपट्टा धारक -

शेरे -

तारीख	व्यवहार	खाते क्रमांक	नवीन धारक (ध) पट्टेदार (प) किंवा भार (भा)	साक्षांकन
१९/१२/२०११	मा.जिल्हाधिकारी, मुंबई उपनगर यांजकडील पो.वि./एकत्रि/पो.वि. आदेश क्र.सी/कार्या-३क/पो.वि./एकत्रि/पो.वि.एस.आर १५६५ दि २०/८/२०११, एकत्रि/पो.वि. मोजणी मो.र.न.३३७.११ व न.भू.अ.विलेपार्ले यांचा फे.फा.क्र.५८५/२०११ दि १९/१२/२०११ रोजीचे आदेशान्वये न.भू.क्र.११९ चे एकूण क्षेत्र ४५.०० चौ.मी. मधून पोटविभाजनाकडे वर्ग होणारे १२१६.१ चौ.मी. क्षेत्राची नवीन स्वतंत्र न.भू.क्र.११९अ मिळकत पत्रिका उघडला. मुळ मिळकत पत्रिकेप्रमाणे शेती धारणाधिकार कायम ठेवून "बृहन्मुंबई महानगर पालिकेच्या आर.जी.साठी" असा शेरा दाखल केला. (बृहन्मुंबई महानगर पालिकेच्या आर.जी.साठी)			

नोंदणी करणारा - खरी नक्कल - न.भू.अ.विलेपार्ले मुंबई उपनगर जिल्हा

२९/१२/११
२०/१२/११
२१/१२/११

नोंदणी फी
५० ००
२ ००

सत्य-

सहाय्यक दुय्यम निबंधक ..... दुय्यम भूमापन

नि.भू.अ. विलेपार्ले

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI NO. 7 MUMBAI SUBURBAN DIST. (E.S.D.)

बदर - १८

७५८८	६९	१२९

२०१८

मालमत्ता पत्रक

जिल्हा -- मुंबई उपनगर जिल्हा

तालुका/न.भू.मा.का. -- न.भू.अ.विलेपार्ले

धारणाधिकार

शासनाला दिलेल्या आकारणीचा किंवा भाड्याचा तपशील आणि त्याच्या फेर तपासणीची नियत वेळ)

चौ.मि.

४५२१.०

१२१६.१ न.भू.क्र.११९अ कडे

वर्ग

३३०४.९

क्रमांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षाकंन
१९.१२.२०११	मा.जिल्हाधिकारी मुंबई उपनगर यांजकडील पो.वि./एकत्रि/पो.वि. आदेश क्र.सी.कार्य-१०/पो.वि./एकत्रि/पो.वि./एस आर-२५६५ दि.२०/८/२०११, एकत्रि/पो.वि. मोजणी मो.र.नं.३३७/११, न.भू.अ.विलेपार्ले यांचा क्र.का.क्र.५८५/११ दि.१९/१२/२०११ रोजीचे आदेशान्वये न.भू.क्र.११९ चे एकूण क्षेत्र ४५२१.० चौ.मी. अधुन पोटविभाजनाकरिता वर्ग होणार १२१६.१ चौ.मी. क्षेत्राची नविन स्वतंत्र न.भू.क्र.११९अ ची मिळकत पत्रिका उघडली. सदर मिळकत पत्रिकाप्रमाणे धारणाधिकार कायम करून "बृहन्मुंबई महानगर पालिकेच्या आर. जी. साठी" असा शेरा दाखल करून न.भू.क्र.११९ चे उर्वरीत क्षेत्र ३३०४.९ चौ.मी. कायम करून त्यास न.भू.क्र.११९ब असा शेज दिला.			पे. रफादा क्र.५८५ प्रमाणे सही - १९/१२/२०११ न.भू.अ.,विलेपार्ले

प्रमाणित करणारा -

खरी नक्कल -

नो.नि. - ०२

न.भू.अ.विलेपार्ले

मुंबई उपनगर जिल्हा

सहा.जिल्हाधिकारी

नगर भूमापन अधिकारी, विलेपार्ले

कलर - १८

७५८८	७०	१४९
२०१६		

मालमत्ता पत्रक

विभाग/मौजे -- मरोळ तालुका/न.भू.मा.का -- न.भू.अ.विलेपार्ले जिल्हा मुंबई उपनगर जिल्हा

भूमापन क्रमांक / फा.पो.नं.	शिट नंबर	प्लाट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	
१२२अ	-	-			
--			३३३.६	शेती	

सुविधाधिकार -

हक्काचा मुळ धारक व्यवं शेतीकडे

पट्टेदार -

इतर भार -

इतर शेरे -

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	मत्ताकन
१९/१२/२०११	मा.जिल्हाधिकारी, मुंबई उपनगर यांजकडील पो.वि./एकत्रि/पो.वि. आदेश क्र.सी/कार्या-३क/पो.वि./एकत्रि/पो.वि./एस.आर-१५६५ दि.२०/८/२०११, एकत्रि /पो.वि. मोजणी मा.र.न.३३३.६० न.भू.अ.विलेपार्ले यांचा फे.फा.क्र.५८५/२०११ दि.१९/१२/२०११ रांजीचे आदेशान्वये न.भू.क्र.१२२ चे एकूण क्षेत्र २३२० चौ.मी. मधून पोटविभाजनाकडे वर्ग होणारे ३३३.६ चौ.मी. क्षेत्राची नविन स्वतंत्र न.भू.क्र.१२२अ मिळकत पत्रिका उघडून मुळ मिळकत पत्रिकेप्रमाणे शेती धारणाधिकार कायम ठेवून "बृहन्मुंबई महानगर पालिकेच्या आर.जी. साठी" असा शेरा दाखल केला. (बृहन्मुंबई महानगर पालिकेच्या आर.जी. साठी)			र.क्र.[illegible] मा. [illegible] २०११ न.भू.अ. [illegible]

शासणी करणारा - खरी नक्कल - न.भू.अ. विलेपार्ले मुंबई उपनगर जिल्हा

२६५५
२०/१२/१२
२१/१२/२३

सत्य...

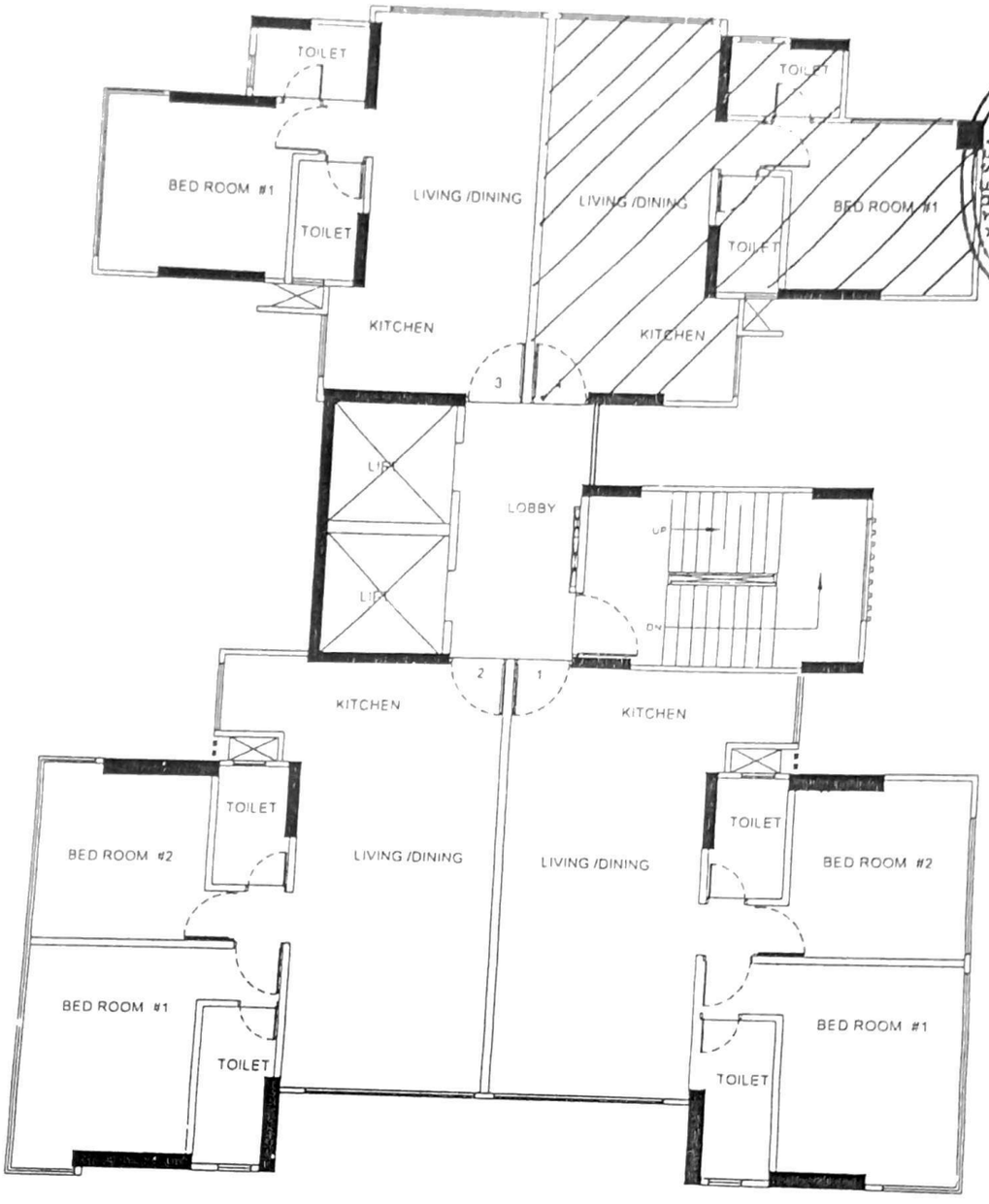
सहाय्यक उपाधीक्षक ..... स्थर भूमा...

२८/१२/१२
सहायक संचालक
भू. मा. विलेपार्ले

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI NO. 1 MUMBAI SUBURBAN DISTRICT (BANDRA)

बदर - १८		
७५८८	७१	१४९
२०१८		

'ANNEXURE - F'



THE SEAL OF THE JOINT SUB REGISTRAR
NUMBAI SUBURBAN DIST.

Rainforest

TOWER I

Flat No. 1404

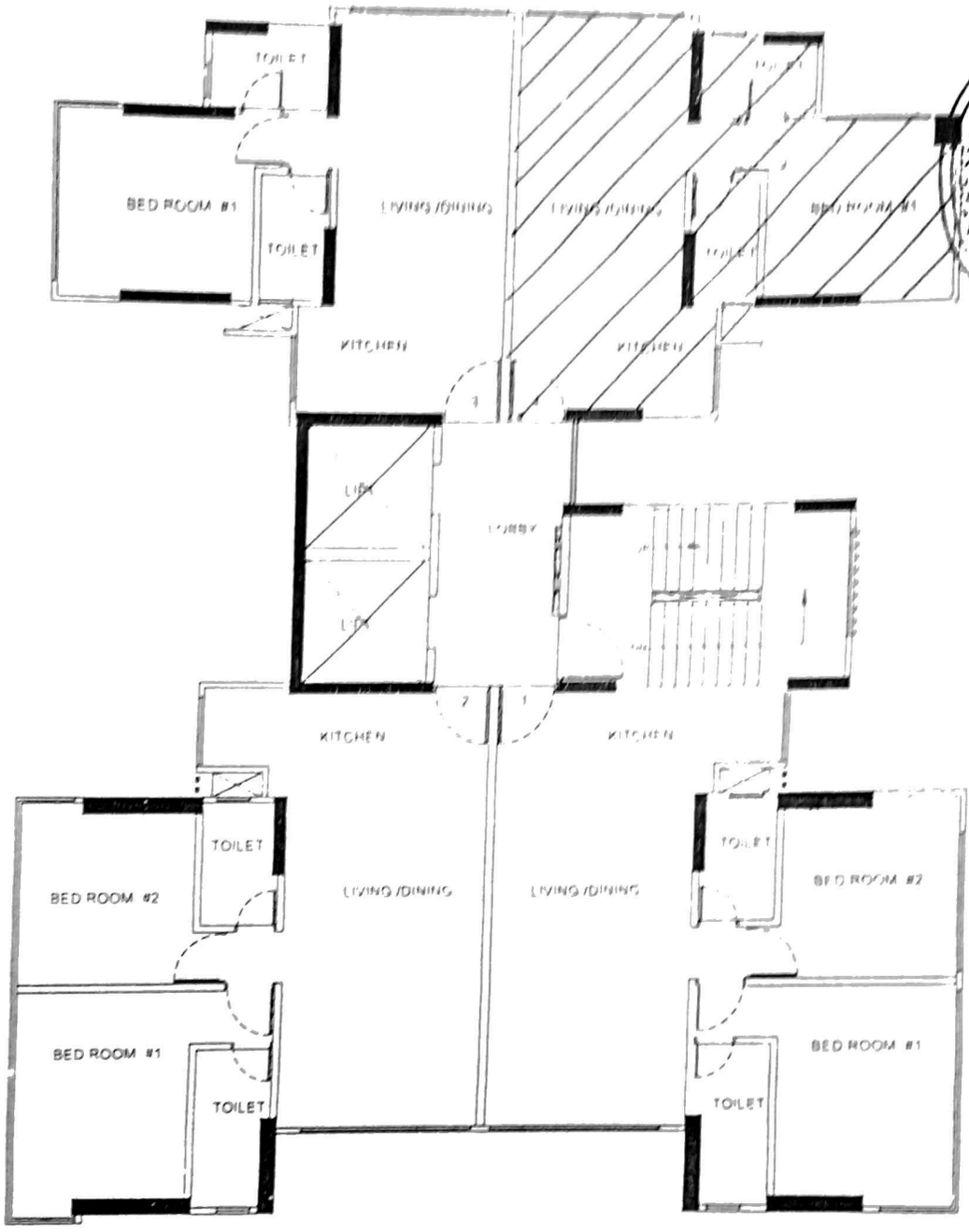
Floor No. 14th

Carpet Area = 41.01 sq mt.

Mamtha Vora

बंदर - १८		
७५८८	७३	९४८
२०१८		

Annexure 1



Rainforest

TOWER I

Flat No. 1404

Floor No. 14th

Carpet Area = 41.01 sq mt.

Hamida Vora

Talati

Homyar Talati – 9930984274

IndusInd Bank

Ref No. IBL/RL/519/2018-19
Date 27-06-2018
To
Kanakia Spaces Realty Pvt Ltd
21st Floor, 10th Floor, Next to Courtyard Marriott Hotel
Opp. Divine Child High School, Andheri Kurla Road
Andheri (East), Mumbai - 400093

Dear Sir,

Ref 1. Term loan granted to you by IndusInd Bank Limited on the terms and conditions inter alia mentioned in our Term loan Agreement dated 19th September, 2017 (**Term Loan Agreement**)
2. Deed of Mortgage cum Charge Dated 9th October, 2017 for creating charge in favour of the Bank over the Mortgaged Property (**Mortgage Deed**)

Sub NOC for sale of below mentioned unit at / in Kanakia's Rainforest at Andheri (**Mortgaged Property**)

This is with respect to the captioned subject and your request dated 25th June, 2018 for our no-objection for sale (as per below details) of the Mortgaged Property

Wing	Flat No.	Area Sq. ft. Carpet	Name of Owner / Customer	Agreement Value (Rs.)	Amount Recd. (Rs.)	Amt. Receivable	Flat Booking Date
1	1404	441	Mr. Homyar Shahrookh Talati	8,561,689	200,000	8,361,689	30-05-18

The Mortgagor vide the Mortgage Deed created mortgage over the Mortgaged Property for securing the facility sanctioned vide Sanction Letter dated 15th September, 2018 reference no. IBL/CAD/2110/2017-18 and the Term Loan Agreement and other facility documents executed thereto (**Facility Documents**")

It has now been informed that the Mortgagor intends to sell the Mortgaged Property as more particularly described above which is part of the Project to the respective purchaser as mentioned above ("Said Property")

In this context, we IndusInd Bank Limited as a mortgagee have in principle no objection in the Mortgagor selling the Said Property which is part of the Project to the respective purchaser as mentioned above provided all receivables in respect of the above mentioned unit shall be deposited directly and only in the below detailed escrow account

Account No.: 200999613698
Name of the Account: Kanakia Spaces Realty Pvt Ltd – Escrow Account
Bank: IndusInd Bank
Branch: Andheri
IFS Code: INDB0000018

This in-principal no objection is restricted for transaction of sale only of the Said Property and shall be without prejudice to our rights, securities, remedies, title and interest under the Facility Documents and IndusInd Bank Limited shall continue to hold mortgage on the remaining mortgaged Properties of the Project vide the Mortgage Deed mortgaged to IndusInd Bank Limited under the Facility Documents

Kindly further note that a violation of the terms of this letter shall tantamount to an event of default under the Facility Documents executed by the Mortgagor and shall also render this no objection inoperative and ineffective and anyone dealing with Said Property shall deal at their own risk and peril without any liability or recourse to IndusInd Bank Limited and IndusInd Bank shall continue to hold its first and exclusive charge on the Said Property.

Further, in the event of sale to the respective purchaser as mentioned in above is cancelled for any reason, the consent above accorded shall stand revoked forthwith and you shall have to apply for a fresh consent in relation to sale of the said unit to any other person

Thanking you,
Yours faithfully

For IndusInd Bank Limited

Peninsula Co-Park Office: IndusInd Bank Limited, 4th Floor, Unit No 401 & 404, Peninsula Co Park, Ganpat Rao Kadam Marg, Off Senapati Bapat Marg, Lower Parel, Mumbai 400 013, India Tel. (9122) 43680300

Registered Office: 2401 Gen Thimmayya Road Pune 411 001, India
Tel. (020) 2634 3201 Fax (020) 2634 3241 Visit us at www.indusind.com
CIN L65191PN1994PLC076333

प्र. सह. दुय्यम निबंधक, अंधेरी क्र. '७

Homyar - Talati - 9930984274

IndusInd Bank

Ref. No. : IBL/RL/519/2018-19
Date : 27-06-2018

To,
Kanakia Spaces Realty Pvt Ltd
"215-Atrium", 10th floor, Next to Courtyard Marriott Hotel
Opp. Divine Child High School, Andheri Kurla Road,
Andheri (East), Mumbai - 400093

Dear Sir,

Ref: 1. Term loan granted to you by IndusInd Bank Limited on the terms and conditions inter alia mentioned in our Term loan Agreement dated 19th September, 2017 ("**Term Loan Agreement**")
2. Deed of Mortgage cum Charge Dated 9th October, 2017 for creating charge in favour of the Bank over the Mortgaged Property ("**Mortgage Deed**")

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1404	441	Mr. Homiyar Shahrookh Talati	8,561,689	200,000	8,361,689	30-05-18

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It has now been informed that the Mortgagor intends to sell the Mortgaged Property as more particularly described above which is part of the Project to the respective purchaser as mentioned above ("Said Property").

In this context, we, IndusInd Bank Limited, as a mortgagee have in principle no objection in the Mortgagor selling the Said Property, which is part of the Project to the respective purchaser as mentioned above provided all receivables in respect of the above mentioned unit shall be deposited directly and only in the below detailed escrow account.

Account No.: 200999613698
Name of the Account: Kanakia Spaces Realty Pvt Ltd – Escrow Account
Bank: IndusInd Bank
Branch: Andheri
IFS Code: INDB0000018

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Thanking you,
Yours faithfully,

For IndusInd Bank Limited