



30/06/2023

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.बोरीवली 9

दस्त क्रमांक : 8004/2023

नोंदणी :

Regn:63m

गावाचे नाव : दहिसर

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	7226750
(3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	6489334.5
(4) भू-मापन, पोटहिस्सा व धरक्रमांक (असल्यास)	1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन : सदनिका नं: ए-1201, माळा नं: बाराबा, इमारतीचे नाव: गुरु द्वारका, ब्लॉक नं: दहिसर पूर्व, मुंबई-400068, रोड : अशोकवन, रावळपाडा, इतर माहिती: 39.20 चौ.मीटर रेरा कारपेट एरिया((C.T.S. Number : 2650,2651 and 2652 ;))
(5) क्षेत्रफळ	1) 43.14 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-बीएसआरडी इन्फ्राबिल्ड प्रायवेट लिमिटेड तर्फे संचालक राजेश यादव -- वय:-40; पत्ता:-प्लॉट नं: बी-77, माळा नं: -, इमारतीचे नाव: मितल टावर, ब्लॉक नं: नरीमान पॉइंट, रोड नं: फ्री प्रेस जर्नल, महाराष्ट्र, MUMBAI. पिन कोड:-400021 पॅन नं:-AAFCB6143B
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:-ऋता उदय नांगे वय:-50; पत्ता:-प्लॉट नं: सी-310, माळा नं: -, इमारतीचे नाव: श्याम गार्डन, ब्लॉक नं: विराट नगर, विरार पश्चिम, पालघर, रोड नं: चाणक्य चौक ज्या शेजारी, महाराष्ट्र, THANE. पिन कोड:-401303 पॅन नं:-ACCPG6767E 2): नाव:-उदय महादेव नांगे वय:-52; पत्ता:-प्लॉट नं: सी-310, माळा नं: -, इमारतीचे नाव: श्याम गार्डन, ब्लॉक नं: विराट नगर, विरार पश्चिम, पालघर, रोड नं: चाणक्य चौक ज्या शेजारी, महाराष्ट्र, ठाणे. पिन कोड:-401303 पॅन नं:-AGYPN718
(9) दस्तऐवज करून दिल्याचा दिनांक	23/06/2023
(10) दस्त नोंदणी केल्याचा दिनांक	23/06/2023
(11) अनुक्रमांक, बंड व पृष्ठ	8004/2023
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	433700
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरा	



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

सुलभ व्यवहारासाठी नागरिकांचे सक्षमीकरण

दस्तऐवज नोंदणीनंतर मिळकत पत्रिका/ कर नोंदवही अद्ययावत करणे गरजेचे आहे.
या व्यवहाराचे विवरण पत्र ई-मेल द्वारे वृहत्मुंबई महानगरपालिकेस पाठविणेत आलेला आहे.
जाता हे दस्तऐवज दाखल करण्यासाठी कार्यालयात स्वतः जाणेची आवश्यकता नाही.

Integrated Governance enabling You to Do Business Easily

It is necessary to update Relevant records of Property/ Property tax after registration of document.

Details of this transaction have been forwarded by Email (dated 23/06/2023) to Municipal Corporation of Greater Mumbai.

No need to spend your valuable time and energy to submit this documents in person.

दस्तासोबत सूची क्र. II

खरी प्रत

सह. दुय्यम निबंधक बोरीवली क्र. ९,
मुंबई उपनगर जिल्हा.

Receipt (pavti)

517/8004

Friday, June 23, 2023

8:06 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 8481

दिनांक: 23/06/2023

गावाचे नाव: दहिसर

दस्तावेजाचा अनुक्रमांक: बरल9-8004-2023

दस्तावेजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: ऋता उदय नांगे

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2800.00

पृष्ठांची संख्या: 140

मुळ दस्त परत दिला

एकूण:

रु. 32800.00

आपणाम मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

8:25 PM ह्या वेळेस मिळेल.

BRL9

बाजार मूल्य: रु. 6489334.5 /-

मोबदला रु. 7226750/-

भरलेले मुद्रांक शुल्क : रु. 433700/-

सह. दुय्यम निबंधक, बोरीवली क्र. ९,
मुंबई उपनगर जिल्हा.

1) देयकाचा प्रकार: DHC रकम: रु. 800/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 2306202312017 दिनांक: 23/06/2023

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रकम: रु. 2000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 2306202311972 दिनांक: 23/06/2023

बँकेचे नाव व पत्ता:

मुळ दस्त परत दिला

3) देयकाचा प्रकार: eChallan रकम: रु. 30000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH003985734202324E दिनांक: 23/06/2023

बँकेचे नाव व पत्ता:

AGREEMENT

ARTICLES OF THIS AGREEMENT is made at Mumbai on this 23rd day of June in the Christian Year Two Thousand and Twenty Three;

BETWEEN

BSRD INFRABUILD PVT LTD, (PAN No. AAFCB6143B), a Company registered under the provisions of the Companies Act 1956, having its office at B/77, Mittal Tower, Free Press Journal Marg, Nariman Point, Mumbai - 400 021 hereinafter referred to as "**PROMOTERS/DEVELOPERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **One Part**.

**AND**

1) MRS. RUTA UDAY NANGE (PAN NO. ACCPG6767E) aged about **50** years, Indian Inhabitant and **2) MR. UDAY MAHADEO NANGE (PAN NO. AGYPN7184N)** aged about **52** years, Indian Inhabitant, both having their address at **C-310, SHYAM GARDEN, VIRAT NAGAR, NEXT TO CHANAKYA CHOWK, VIRAR WEST, PALGHAR - 401 303**. Hereinafter referred to as "**PURCHASER/S ALLOTTEE/S**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors and administrators) of the **Other Part**.

WHEREAS:

A. One Mr. Gregori Joseph Pareira (hereinafter referred to as the said **Original Owner**) was absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land bearing Survey No. 139 Hissa No.16 and Survey 128, Hissa No. 23 (admeasuring

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rights unto the M/s. Shree Ganesh Construction Company (Confirming Party) to develop the said property in the manner and on the terms and conditions as stated therein under the Slum Rehabilitation Scheme of the Slum Rehabilitation Authority ("SRA").

F. By and under a development agreement dated 9th December, 2004 (herein after referred to as "the Development Agreement") executed between Gregori Pareira (therein referred as the Owner) of the One part and the M/s. Shree Ganesh Construction Company (Confirming party) of the other part, Gregori Pareira granted the Development rights in respect of the said property to the M/s. Shree Ganesh Construction Company (confirming Party), at and for the consideration and on terms and conditioned mentioned therein.

G. Simultaneously with the execution of the Development Agreement, Gregori Pareira also executed a Power of Attorney in favour of One Mr. Ashok Govind Nar (being the then partner of the Confirming Party):

H. The Development Agreement stood registered by a Deed of Confirmation dated 3rd May, 2006 executed between Gregori Pareira (therein referred to as the Owner) of the One Part and the Confirming Party herein (therein referred to as the Developers) of the Other Part and registered with the office of Sub-Registrar of Assurances under serial No. BDR-12-3326-2006.

I. Pursuant to the aforesaid slum society, the Development Agreement read with the Deed of Confirmation and the Power of Attorney, the Confirming Party thus became seized and possessed of and/or sufficiently entitled to develop the said Land;



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J. In the meantime, it came to the knowledge of the Confirming Party that the said land has since been acquired by the State Government of Maharashtra and presently its ownership is transferred to the State Government of Maharashtra and the name of State Government of Maharashtra was duly entered and substituted in place of Gregori Pareira in the Property Register ("PR") Cards in respect of the said Land;

K. Pursuant to the aforesaid, the said M/s. Shree Ganesh Construction Company (Confirming Party) along with the said Society submitted a proposal for redevelopment of the said Property under Regulation 33(10) of the Development Control Regulations, whereby the said M/s. Shree Ganesh Construction Company (Confirming Party) are required to rehabilitate the slum dwellers/encroachers and also to generate PAP for the rehabilitation of the Project Affected Persons.



The Confirming Party along with the Slum Society submitted a proposal for redevelopment of the said land under Regulation No. 33 (10) of the Development Control Regulations ("DCR"), 1991, and accordingly the SRA has duly sanctioned the slum rehabilitation scheme to be undertaken on the said Land and in this regard issued a Letter of Intent ("LOI") dated 25th August, 2006 bearing No. SRA/ENG/1041/RN/PL/LOI and a revised LOI dated 12th October, 2009 bearing No. SRA/ENG/1041/R-N/PL/LOI and further revised LOI dated 29th June, 2020 bearing No. SRA/ENG/1041/RN/STGL/LOI ("Revised LOI") in favor of the Slum Society and the Confirming Party thereby considering the proposal of

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slum rehabilitation scheme on the said Land in accordance with Regulation No. 33(10) of DCR, 1991 and Appendix IV of the amended DCR, subject to the terms and conditions therein contained. Thus, the

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rehabilitation scheme stands accepted and the SRA has authorized the Confirming Party for the development on the terms and conditions as set-out therein and also issued Annexure-II thereby certifying the persons eligible for being provided permanent alternate accommodation in lieu of the premises in their use and occupation. Till year 2008, no premium was supposed to be paid to the Government for developing Government land under SRA Scheme. Annexed hereto and marked as **Annexure "A"** is the **LOI dated 25th August, 2006**. Annexed hereto and marked as **Annexure "B"** is the **LOI dated 12th October 2009**. Annexed hereto and marked as **Annexure "C"** is the **LOI dated 29th June, 2020**.

M. The basic feature of the Slum Rehabilitation Scheme as sanctioned in the said LOI is as follows:-

- a. The total FSI sanctioned for development of the said Land is computed at 2.50.
- b. The Free Sale Component which is permissible to be constructed in-situ is 8258.62 square meters ("**Free Sale Component**").
- c. The total number of slum dwellers to be re-accommodated is 138 (One Hundred and Thirty Eight).
- d. Tenements to be constructed for Project Affected Persons (PAP) are 16 (Sixteen).
- e. The rehabilitation component of scheme shall include 03 commercial tenements, 04 Residential cum commercial tenements, 02 Balwadi, 02 welfare centre, 02 society office, 06



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amenities tenements and 16 earmarked as PAP tenements for SRA/MCGM.

N. By a layout Approval Letter dated 18th October, 2010 bearing no. SRA/ENG/2795/RN/PL/AP sanctioned by the SRA, the area for Rehab Component ("Rehab Land") and the area for Free Sale Component ("Free Sale Land") is duly demarcated and identified. Annexed hereto and marked as Annexure "D".

O. The said M/s. Shree Ganesh Construction Company (Confirming Party) have in terms of the LOIs as above, in so far has completed the construction of Rehab Building No. 1 and have since obtained the Occupation Certificate on 10th July, 2013. Annexed hereto and marked as Annexure "E" is the Occupation Certificate dated 10th July, 2013 in respect of the Rehab Building No. 1.

P. The M/s. Shree Ganesh Construction Company (Confirming Party) have in terms of the LOIs as above have obtained the IOA dated 5th December, 2013 in respect of Rehab Building No. 2. Annexed hereto and marked as Annexure "F" is the IOA dated 5th December 2013.



Q. That the M/s. Shree Ganesh Construction Company (Confirming Party) have along with Others, entered into a **Debenture Trust Deed** with **Milestone Trusteeship vide** a Deed which was duly stamped and registered vide Registration No. BORIVALI-2/2353/13 dated **25.03.2013**

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For an amount of Rs. 35 crores towards two Projects (a) Signature and (b) Scheduled property Project. However, there was no disbursement done for the M/s. Shree Ganesh Construction Company (Confirming Party) in respect of the scheduled property. Subsequently, Milestones have vide

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their NOC dated 28-03-2014 confirmed that there are no dues pending with them in respect of the scheduled Project by the M/s. Shree Ganesh Construction Company (Confirming Party).

R. That based on the above NOC, the M/s. Shree Ganesh Construction Company (Confirming Party) executed with one **M/s. India Info line Housing Finance Limited** a Registered Mortgage Deed underlying Registration No. BORIVALI-2/1897/14 dated **02/04/2014** mortgaging the entire scheduled property and have obtained a Loan amount of Rs. 26 Crores in favor of the M/s. Shree Ganesh Construction Company (Confirming Party) by mortgaging the entire scheduled Project property for an amount of Rs. 26 Crores.

S. By and under a Joint Development Agreement dated 14th June, 2016 executed between the **M/S SHREE GANESH CONSTRUCTION COMPANY**(herein Confirming Party) and the **RAJESH HABITAT PRIVATE LIMITED** (herein the Assignor) of the Other Part and registered with the office of Sub-Registrar of Assurances under serial No. BDR-6-6006 of 2016 (hereinafter referred to as "**the Joint Development Agreement**"), the Confirming Party and the Assignor agreed to develop the said Land jointly on the terms and conditions therein contained. In terms of the Joint Development Agreement, it has been agreed that the Assignor shall pay to the Confirming Party a fixed amount of Rs.25,00,00,000/- (Rupees Twenty Five Crore Only) as and by way of Confirming Party's consideration for grant of development rights in terms thereof; and (2) the Assignor shall provide to the Confirming Party an area equivalent to 23% (Twenty-Three Percent) forming part of the Free Sale Component, duly constructed as per the approved plans. The balance



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77% (Seventy Seven Percent) of the constructed area forming part of the Free Sale Component shall be the entitlement of the Assignor;

T. Simultaneously with the execution of the Joint Development Agreement, by an Irrevocable General Power of Attorney dated 14th June, 2016 executed by the Confirming Party in favour of one Pratik Patel and the Assignor and registered with the office of Sub-Registrar of Assurances under serial No. BDR-6-6007 of 2016 (hereinafter referred to as "the POA"), the Confirming Party appointed Pratik Patel and The Assignor as their true and lawful attorney and to act in the name of the Confirming Party and to the acts, deeds, matters and things in respect of the said Land as contained therein;

U. The **RAJESH HABITAT PRIVATE LIMITED** and the **M/S SHREE GANESH CONSTRUCTION COMPANY** have executed a Memorandum of Understanding on 27/10/2017, wherein the **M/S SHREE GANESH CONSTRUCTION COMPANY** have sold and surrendered their area entitlement of 23% to the **RAJESH HABITAT PRIVATE LIMITED**. The said MOU was later substituted by a registered Deed i.e. Deed of Assignment wherein **M/S SHREE GANESH CONSTRUCTION COMPANY** became confirming party.



V. By and under an Indenture of Mortgage dated 14th June, 2016 executed between the Confirming Party (therein referred to as Mortgagor No. 1) of

the First / Part;	the Assignor (therein referred to as
Company/Issuer/Mortgagor 2) of the Second Part and IL&FS Trust	
Company Limited (therein referred to as the Debenture Trustee/Trustee)	

of the Third Part and registered with the office of Sub-Registrar of Assurances under serial No. BRL-6-6008 of 2016 (hereinafter referred to

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as "the IL & FS Mortgage"), the Assignor and the Confirming Party mortgaged their respective right, title and interest and share in the Free Sale Component/free sale buildings of the scheme/project on the said Land as per the terms of the Joint Development Agreement.

W. The Assignor has registered the Free Sale Component/free sale buildings as a real estate project with Maharashtra Real Estate Regulatory Authority ("Maha-RERA") under registration no. P51800014414 under the name and style "Raj Dwarka" (hereinafter referred to as "the Project") 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, 2018 applicable rules for the State of Maharashtra ("RERA Rules"), the registration certificate of the Project.

X. By a Resolution dated 11th March 2019 passed by the board of directors of the Assignor the board of directors have *inter alia* unanimously approved the assignment and transfer of the said Property to the Assignee.

Y. By a Resolution dated 23rd April 2019 passed by the Board of Directors of the Assignee, the Board of Directors have approved and authorized the directors mentioned therein to negotiate, execute and register all the required documents including the Deed of Assignment to effect transfer of *inter-alia* the said Property in favor of Assignee.

Z. The Assignor has complied with the provisions of RERA including Section 15 of RERA for assignment of the said Property in favour of BSRD INFRABUILD PRIVATE LIMITED.



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AA. After the formalities with RERA, the RERA Authorities granted Certificate of Registration of Project in favour of BSRD INFRABUILD PRIVATE LIMITED and the project name was changed from "Raj Dwarka" to "Guru Dwarka". Later the said project was applied for extension before RERA Authorities and same was granted & made valid upto 29/06/2024 vide Certificate for extension of Registration of project dated 18/05/2020.

BB. Before the registration of the Deed of Assignment, an Indenture of Mortgage dated 26/07/2019 registered at BRL9/7658/2019 with the office of Sub Registrar, Borivali was executed between Rajesh Habitat Private Limited, BSRD Infrabuild Private Limited, IDBI Trusteeship Services Limited and M/s. Shree Ganesh Construction Company, the said land came to be mortgaged with IDBI Trusteeship Services Limited.

CC. By and under a letter dated 07th Feb 2020, IL&FS Trust Company Limited (now known as Vistra) has granted its NOC for the assignment of the Project property in favor of the Assignee i.e. BSRD INFRA BUILD PRIVATE LIMITED.



Under a Deed of Assignment dated 25-08-2020 executed between the Assignor (RAJESH HABITAT PRIVATE LIMITED) and Assignee (BSRD INFRABUILD PRIVATE LIMITED) (herein referred to as Assignee) wherein (M/S SHREE GANESH

CONSTRUCTION COMPANY) became the confirming party for the transfer assigning in favour of the Assignee, all the right, title and interest of the Assignor in respect of the said land along with development right and the same is duly registered with the office of Sub-Registrar of

Borivali under serial No. BRL-8-4302 of 2020 (hereinafter referred to as

[Signature]

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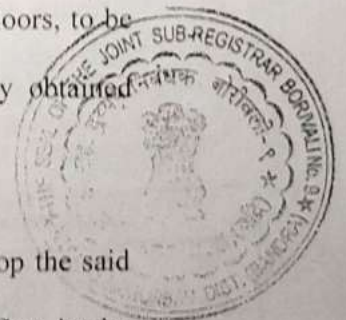
"Deed of Assignment". Annexed hereto and marked as Annexure "G" is the copy of Index-II.

EE. By Virtue of the said Deed of Assignment M/s. Rajesh Habitat Private Limited assigned their 100 % rights, title and interest in the said land in favour of M/s. BSRD INFRABUILD PRIVATE LIMITED wherein Shree Ganesh Construction Company is the Confirming Party. Thus M/s. BSRD INFRABUILD PRIVATE LIMITED now is fully entitled to the 100% rights, title and interest and for the development in the said land.

FF. The Promoters have proposed that there will be one building with 3 wing viz A, B & C ("Free Sale Building/s") for the utilization of the Free Sale Component of 23 floors or such additional floors as the Rules and Regulations may permit, which sanction/approval shall be obtained by the M/s. Shree Ganesh Construction Company (Confirming Party).

GG. Against the above, the BSRD are envisaging to comply with the conditions of the LOI dated 25/08/06, 12/10/09 and 29/06/2020 thus construct the Rehab Building No. 2 on behalf of M/s. Shree Ganesh Construction Company (Confirming Party) and also the Sale Building for the sale in the open market, consisting of Stilt /Podium+ 23 floors, to be known as "GURU DWARKA". The Promoters has already obtained approvals up to 23rd floor level.

HH. The title of the Promoters entitlement and their right to develop the said Property under the Slum Rehabilitation Scheme and to sell flats in the saleable portion of the Saleable buildings to be constructed by the Promoters is certified by AVC & ASSOCIATES, Advocates and



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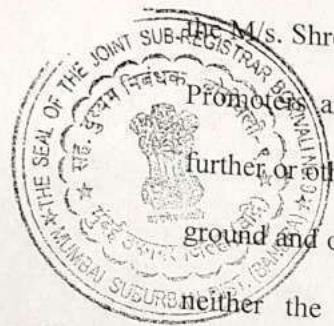
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Solicitors, copy of which Certificate dated "22.09.2020" is annexed hereto as Annexure "H".

II. The Real Estate (Regulation and Development) Act, 2016 RERA came into force in the State of Maharashtra with effect from 01ST May, 2017. M/s Rajesh Habitat Private Limited have registered the said real estate project under the Act and obtained the Registration Certificate bearing No. P51800014414. Whereas Promoter/ Developer have got the same transferred in their name and further extended date thereafter, in accordance with the Act as an ongoing project. The Promoter/ Developer herein have transferred the said project with the RERA authority and have obtained the fresh Registration Certificate bearing No. P51800014414 with an extended date on 29th June, 2024. Annexed hereto and marked as Annexure "I" is the copy of RERA Certification of Registration of Project.

JJ. The Allottee/s declare and confirm that he/she/they is/are fully aware of the terms and conditions of the said Agreements/Covenants made between



M/s. Shree Ganesh Construction Company (Confirming Party) and the Promoter/s and the Allottee/s shall not be entitled to claim any higher, further or other right either to the said Property or internal road, recreation ground and other area and the same will belong to the said Promoters and neither the Allottee/s herein nor the Co-operative Society or the Condominium of Apartment Allottee/s of the said proposed building will have any right, lien or claim thereon in any manner whatsoever.

KK. The Allottee/s has approached the Promoter for the Purchase of a Flat bearing No. 1201 on the 12th floor of the "A wing" in the Sale Building GURU DWARKA, which is to be constructed on the said property

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(hereinafter referred to as the "Said Flat") which is more particularly described in the **Fourth Schedule** hereunder written and shown in the plan annexed hereto as **Annexure "J"** on a portion of said property. At the request of the Allottee/s, the Promoters have agreed to allot the said flat on ownership basis to the Allottee/s.

LL. By virtue of the above referred Deed of Assignment between the Promoters/Developers and Rajesh Habitat Private Limited & M/s. Shree Ganesh Construction Company (Confirming Party), the Promoters alone have the sole and exclusive right to sell the flats *inter alia* coming to their share in the Sale building to be constructed on the saleable portion of the Larger Property i.e. the Said Property and every part thereof and enter into Agreements with the Purchasers of such flats/shops/units and to receive the consideration thereof. The flat being agreed to be purchased by the Purchasers herein being the share of the Promoters herein, the Promoters shall be responsible and liable for all the monies paid by the Purchasers herein to the said Promoters. The Purchasers shall be liable to the Promoters to make the balance payment in accordance with the terms and conditions as stated herein.

MM. The Promoters alone have the sole and exclusive rights to sell the flats *inter alia* in the Sale Buildings, being constructed by the Promoters herein on the saleable portion of the said property or any part thereof and enter into Agreements with the Allottee/s of the flats/shops/units and to receive the sale price in respect thereof.

NN. The Promoters have further informed the Allottee/s and the Allottee/s is/are aware that the Promoters will be executing separate Agreements/ with several prospective Allottee/s for sale of the

SEAL OF THE JOINT SUB-REGISTRAR BORNALI Vol. 6	
जोयन्त सब-रेजिस्ट्रार, बोरनाली, पंजाब	
PUNJAB DIST. (DAMODRA)	
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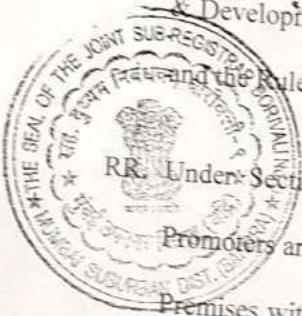
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premises in the buildings proposed to be constructed in the Sale Buildings.

OO. The promoters have further informed to the Allottee/s that there are 04 parking spaces of the rehab building in the parking area of the sale building as shown in the plans.

PP. The Property Card in respect of the said property are collectively annexed hereto as Annexure "K".

QQ. The Allottee/s has demanded from the Promoters and the Promoters have given Xerox copies of the documents and have also given inspections to the flat Allottee/s of all the documents of title relating to the said property, the various orders, the Agreements and the plans, designs and specifications prepared by the Promoters Architect and all such other documents as are specified and/or required to be shown to Allottee/s under the Maharashtra Ownership Flats (Regulations of Construction, Sale, Management and Transfer) Act, 1963, and Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as " the said Laws ") and the Rules made thereunder.



RR. Under Section 4 of the MOFA read with Section 13 of RERA, the Promoters are required to execute a written Agreement for Sale of the said Premises with the Flat Allottee/s, being in fact these presents and also to register the same under the Registration Act.

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SS. The parties hereto are desirous of recording the terms and conditions on which the Promoters have agreed to allot and/or to sell and the Allottee/s
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has agreed to purchase the said unit in the manner hereinafter appearing.

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NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES
HERETO AS UNDER:-

- Parties agree that the recitals as contained herein above shall form an integral and operative part of this Agreement as if the same are set out and incorporated herein verbatim.
- The Promoters are envisaging to construct a Sale Building for the sale in the open market a building consisting of stilt/ podium + 23 upper floors, to be known as "GURU DWARKA." Presently the Promoters have obtained approvals up to 23rd floor level. Annexed hereto and marked as Annexure "L" is the copy of IOD.
- The total FSI available in the said project is 12300.12 sq. meters, out of which FSI of 4041.50 sq. meters is to be utilized for the Rehab Component and the balance FSI of 8258.62 sq. meters shall be utilized for Sale Component, by the Promoters.
- The Allottee/s are aware that the Promoters have applied for the requisite permissions The Allottee/s are aware that the permission shall be granted to the Promoters herein on-the undertaking/s, indemnities furnished by the Promoters for various compliances. The Promoters shall comply with all such compliances which shall be required during the construction and the Allottee/s covenants with the Promoters that they shall comply with all the on-going and recurring compliances as the assignee of the Promoters.



5. The Allottee/s have prior to the execution of this Agreement - 2/1
 satisfied themselves about the title of the owners and/or the 22/000
 Promoters to the property and they shall not be entitled further to 2/23

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investigate the title of the said property and no requisition or objection shall be raised on any matter relating thereto. The Allottee/s shall be deemed to have purchased the said Flat on the conditions set out in the recitals above and to have accepted the title thereto.

6. The name and address of the Allottee/s till possession of the premises is taken by the Allottee/s shall be as under: -

Name: 1) MRS. RUTA UDAY NANGE

(PAN NO. ACCPG6767E)

2)MR. UDAY MAHADEO NANGE

(PAN NO. AGYPN7184N)

Address: C-310, SHYAM GARDEN, VIRAT NAGAR, NEAR
CHANAKYA CHOWK, VIRAR (WEST), MUMBAI -
401 303

Mobile No.:8976385074/9969738683

7. The Allottee/s hereby agrees to acquire Flat No. 1201 on the 12th

floor of the "A WING" in the said Building admeasuring 39.20 sq.

meters. (equivalent to approx. 422 sq. Ft.) Carpet area, as defined

under the Real Estate (Regulation & Development) Act, 2016,

more particularly described in the **Fourth Schedule**, hereunder

written and called "**the said premises**", at, or for the lump sum

price of Rs.72,26,750/- (Rupees Seventy Two Lakhs Twenty Six

Thousand-Seven Hundred and Fifty Only) and Rs.3,61,338/-

(Rupees Three Lakhs Sixty One Thousand Three Hundred and

Thirty Eight Only) towards GST @ 5% payable. The said purchase

price/consideration is in respect of the aforesaid carpet area only



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i.e. 39.20 sq. meters (equivalent to 422 sq. ft.). The said price is fixed on lump sum basis and has no bearings whatsoever on the actual measurement of the carpet area of the said premises inclusive of balcony is NIL sq. ft. along with a provisional right to park NIL car/s in the Stilt/Pit level, of the building beneath the wing. The Allottee/s is/are aware that there may be a variance of \pm 3% in the aforesaid area because of construction constraints or other reasons. The total Sale Consideration shall be recalculated upon confirmation of the carpet area after completion of construction by the Promoter. If there is any reduction in the carpet area more than the defined limit of 3%, then, the promoter shall refund the excess money paid by the Flat Allottee/s within 45 (forty-five) days with annual interest being Interest Rate (defined below), from the date when such an excess amount was paid by the Flat Allottee/s. If there is any increase in the carpet area allotted to the Flat Allottee/s, the Promoter shall demand additional amount from the Flat Allottee/s prior to taking possession of the said premises. It is clarified that the payments to be made by the Promoter/Flat Allottee/s, as the case may be, under this clause, shall be made at the same interest rate as defined herein. The provisional allotment shall always be subject to the confirmation of the Society when formed. The consideration mentioned herein is for the said premises and no separate consideration is payable for the car parking areas. The typical floor plan showing the said Flat is annexed hereto and marked **Annexure "J"** and the said Flat is shown, surrounded thereon by a red colored cross lines. The Allottee/s has/have ascertained the said area. The said Flat has been



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agreed to be sold together with the proportionate share in the common areas and amenities as well as the limited common area and facilities appurtenant to the said flat/premises and as more particularly described in the **Fourth Schedule** and the same shall be in proportion to the area of the said premises to the entire area of the said building. The Allottee/s shall have no claim over limited common area save and except as expressly granted. The Allottee/s has/have seen approved and accepted the amenities provided in the said premises prior to execution of this Agreement.

8. The Development Control Regulation for the City of Mumbai defines carpet area as more particularly stated therein. Real Estate (Regulation & Development) Act, 2016, defines carpet area as what is stated therein. Thus, there is difference in definition of carpet area in both the laws.

9. It is expressly agreed by and between the parties interest that the calculation of maintenance charges by the organization of the Allottee/s or the Promoter themselves shall be charged to all the flat holders on the basis of carpet area as defined in Real Estate (Regulation & Development) Act, 2016.

10. It is expressly agreed that the said premises shall contain specifications, fixtures, fittings and amenities more particularly as described in **Sixth Schedule** hereunder written and the Allottee/s confirms that the Promoters shall not be liable to provide any other specification fixture, fittings and amenities in the said flat/premises.



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11. The Promoters have represented and the Allottee/s is/are aware that the Car Parking areas are available in the Stilt/Ground/Pit/Podium levels. The Promoters may give provisional permission to the Allottee/s to park their vehicle in a particular space, pending the handing over of the affairs to the Society. The Allottee/s shall till then not be entitled to park their car in any other place than the space permitted. The Permission shall be subject to the confirmation of the Society.

12. The Allottee/s has paid on or before execution of this agreement a sum of Rs.7,22,675/- (Rupees Seven Lakhs Twenty Two Thousand Six Hundred and Seventy Five Only) (not exceeding 10% of the total consideration) as advance payment or application fee and the Allottee/s hereby agrees to pay to the promoter the balance amount of Rs.65,04,075/- (Rupees Sixty Five Lakhs Four Thousand and Seventy Five Only) in the following manner: -

i) Rs.25,29,363/- (Rupees Twenty Five Lakhs Twenty Nine Thousand Three Hundred and Sixty Three Only) (not exceeding 35% of the total consideration) to be paid to the Promoter on Plinth of the building or wing in which the said premises is located.

ii) Rs.2,16,803/- (Rupees Two Lakh Sixteen Thousand Eight Hundred and Three Only) (not exceeding 3% of the total consideration) to be paid to the Promoter on completion of 1st Habitable Floor of the building or wing in which the said premises is located.



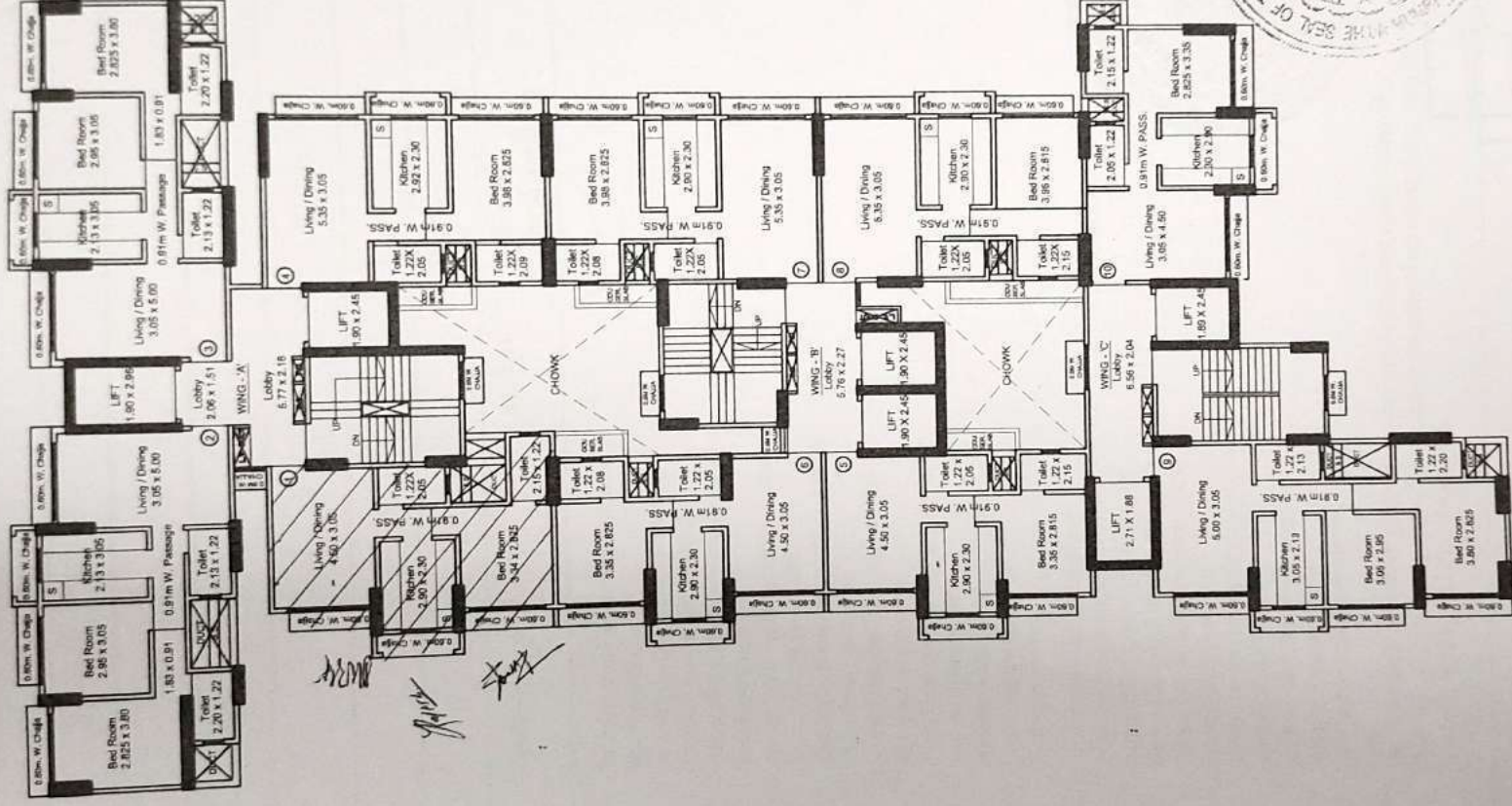
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A-1201



6th, 7th, 9th To 14th & 16th To 23rd Floor Plan
Scale = 1:100

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: FIRST SCHEDULE ABOVE REFERRED TO:

All that piece and parcels of land together with structures standing thereon bearing Survey No.139 Hissa No.16 and Survey 128 Hissa No.23 admeasuring respectively 30 gunthas and 20.75 gunthas corresponding to CTS Nos. 2650 and 2651, 2652 totally admeasuring 5884.88 sq yards equivalent of **4922.30 sq. meters** of the Village - Dahisar, Taluka- Borivali in the registration district and Sub-district of Mumbai City and suburban known as Parera Nagar, lying being and situate at Ashokvan, Rawalpada, Dahisar (East), Mumbai - 400 068.

SECOND SCHEDULE ABOVE REFERRED TO:
(Rehab Component)

Portion admeasuring **1576.22** sq. metres of the property referred to in the Second Schedule hereinabove and shown in Red Cross lines in the plan, Annexure "D".



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THIRD SCHEDULE ABOVE REFERRED TO:
(Sale Component)

Balance portion admeasuring **2707.82** sq. metres of the First to Fourth Schedule hereinabove, after deducting therefrom the other reservations and shown in Blue cross lines in the plan, Annexure "D".

FOURTH SCHEDULE ABOVE REFERRED TO:
(Said Premises)

FLAT bearing No. 1201 on the 12th Floor of the "A" wing in the building
"GURU DWARKA" which is being constructed on the property more
particularly described in the Third Schedule hereinabove.

FIFTH SCHEDULE ABOVE REFERRED TO:
(Common Areas and Facilities)

- Fitness Centre
- Elevators
- Entrance lobby

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DMR

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: SIXTH SCHEDULE ABOVE REFERRED TO:
(List of specifications, fixtures, fittings and amenities)

1. Living Room
2. Vitrified Flooring in entire flat
3. Aluminium Sliding Window
4. Marble sill for windows
5. Electrical points for Fan, Light, A/c, TV, Internet, Telephone, Refrigerator, Microwave, exhaust fan, Water purifier, Geyser and other electrical fittings.
6. Intercom facility - Apartment to Lobby
7. Wooden Door and wooden door frame.
8. POP finished internal walls.
9. Ceramic tiles on walls - 2 ft. above kitchen platform.
10. Granite Kitchen platform with S.S. Sink.
Washing machine inlet and outlet.
12. Painted walls in whole flat.
13. Antiskid Ceramic flooring in toilets.
14. Ceramic wall tiles in toilets up to 7 ft.
15. Electrical switches & hardware fittings
16. FRP door with wooden frames in Toilets.



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14 Ceramic wall tiles in toilets up to 7 ft.

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15 Electrical switches & hardware fittings

16. FRP door with wooden frames in Toilets.

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REVENUE SCHEDULE ABOVE REFERRED TO
(Expenses and Charges)

1. The expenses of maintaining, repairing, redecorating, etc. of the main structure and in particular the terrace, gutters and rain water pipes, of the building, water pipes, lift and electric wire in, under or upon the building and employed or used by the flat/premises holder/s in common with the other occupiers of flats and the main entrance, passages, landings, lifts and staircases of the Building as enjoyed by the flat holder/s used by him/her/them in common as aforesaid in boundary walls of the buildings, compound, terrace etc.
2. The cost of cleaning and lighting the passages, water pump, landings, staircases, lift common lifts and other part of the building used by the flat holder/s in common as aforesaid.
3. The cost of the salaries of clerks, bill collector, liftman, security guard, pump man, sweeper etc. The cost of working and maintenance of common lights, water pump, lift and other service charges.
4. Deposits for building water meter, electric meter sewer line etc.
5. Municipal and other taxes such as Water Charges Bills, Electricity charges, Levy and Revenue N.A. taxes etc.
6. Insurance of the Building.
7. Betterment Charges levied by the authorities.
8. Such other expenses as are necessary or incidental for the maintenance and the upkeep of building.



MRB
Pages

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SIGNED, SEALED AND DELIVERED

By the within-named "Promoters/Developers"

BSRD INFRABUILD PVT LTD

Through its Director

MR. RAJESH YADAV

(PAN No. AAFCB6143B)

For BSRD INFRABUILD PVT. LTD.

[Signature]
Director



In the presence of

- 1. Rakesh Pandey *[Signature]*
- 2. Ankush Pandey *[Signature]*

SIGNED SEALED AND DELIVERED

By the within-named "Purchaser/s/Allottee/s"

MRS. RUTA UDAY NANGE

(PAN NO. ACCPG6767E)

) Ruta U Nange

) *[Signature]*



MR. UDAY MAHADEO NANGE

(PAN NO. AGYPN7184N)

) Uday M. Nange

) *[Signature]*



In the presence of

- 1. Rakesh Pandey *[Signature]*
- 2. Ankush Pandey *[Signature]*

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RECEIPT

RECEIVED the day and year first hereinabove written of and from the within named Purchaser/s the sum of Only Rs.7,22,675/- (Rupees Seven Lakhs Twenty Two Thousand Six Hundred and Seventy Five Only) being the amount of earnest money/part payment deposit towards purchase of the said Flat, by the following Cheques/RTGS as mentioned herein and paid to us in the following manner:-

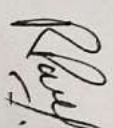

Cheque No./RTGS	Amount	Date	Drawn On
(Cheque Subject to Realisation)			
370485	1,00,000/-	01.11.2022	BANK OF INDIA
370488	6,22,675/-	06.02.2023	BANK OF INDIA
Total	7,22,675		

WE SAY WE RECEIVED



For BSRD INFRABUILD PVT LTD

WITNESSES:

1. *Rakesh Pandey* 
2. *Ankur Pandey* 



2021-21

2021

SRA/ENG/2505/RN/PL/AP

22 SEP 2020

This plinth C.C. is re-endorsed as per approved amended plans dated 19/09/2020.

Pawaf
23.09.2020
Executive Engineer
Slum Rehabilitation Authority

SRA/ENG/2505/RN/PL/AP

17 JUN 2021

This C.C. is further extended upto 13th upper floors as per approved amended plans dated 19/09/2020.

Pawaf
11.06.2021
Executive Engineer
Slum Rehabilitation Authority

SRA/ENG/2505/RN/PL/AP

5 JUN 2022

This C.C. is re-endorsed & further extended from 14th to 19th upper floors as per approved amended plans dated 31/12/2021.

Pawaf
31/12/21
Executive Engineer
Slum Rehabilitation Authority



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SLUM REHABILITATION AUTHORITY

Administrative Building, Anant Kanekar Marg, Bandra (East), Mumbai - 400 051
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM 'A')

No. SRA/ENG/2505/RN/PL/AP

COMMENCEMENT CERTIFICATE

25 OCT 2017

TO, M/s. Shree Ganesh Construction Co.

Sale Bldg No. 01

43, CKPL House, Ashokvan, Shiv Vallabh Rd,

Opp, Near Patel Samaj, Borivali (E), Mumbai- 66.

Sir,

With reference to your application No. 2888 dated 18/03/2017 for Development Permission and grant of Commencement Certificate under section 44 & 69 of the Maharashtra Regional Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 to erect a building on plot No. _____
CTS No. 2650, 2651 & 2652

of village Dahisar TPS No. _____
ward H/N Situated at Bawalpada Dahisar (E)

The Commencement Certificate/Building Permit is granted subject to compliance of mentioned U/R No. SRA/ENG/1041/RN/PL/LD dt 25 _____
IDAUR No. SRA/ENG/2505/RN/PL/AP dt _____
and on following conditions

- The land vacated in consequence of encroachment of the setback line/road widening line of the Public Street
- That no new building or part thereof shall be constructed or allowed to be occupied or used to be used by any person until occupancy permission has been granted
- The Commencement Certificate/Development permission shall remain valid for one year from the date of its issue. However the construction work should be commenced within three months from the date of its issue.
- This permission does not entitle you to develop land which does not vest in you or in contravention of the provision of coastal Zone Management plan
- If construction is not commenced this Commencement Certificate is renewable for one year but such extended period shall be in no case exceed three years provided further that such application shall not be made subsequently
- This Certificate is liable to be revoked by the CEO (SRA) if:
 - The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plan
 - Any of the condition subject to which the same is granted or any of the restrictions imposed by the CEO (SRA) is contravened or not complied with
 - The CEO (SRA) 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 and 45 of the Maharashtra Regional and Town Planning Act, 1966
- 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.



Handwritten notes and stamps: '2008', '922', '266'.

The CEO (SRA) has appointed Shri P.B. Pawar
Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This C.C. is granted for work up to Plinth Level i.e upto top of basement.

For and on behalf of Local Authority
The Slum Rehabilitation Authority

[Signature]
Executive Engineer (SRA)

FOR

CHIEF EXECUTIVE OFFICER



Maharashtra Real Estate Regulatory Authority

CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT FORM 'F'

[See rule 7(2)]

This extension of registration is granted under section 6/7 of the Act, to the following project: *Project: GURU DWARKA, Plot Bearing / CTS / Survey / Final Plot No.: 2650, 2651, 2652 at Borivali, Borivali, Borivali, Mumbai Suburban, 400068* registered with the regulatory authority vide project registration certificate bearing No P51800014414 of

1. **Bsrd Infrabuild Private Limited** having its registered office / principal place of business at **Tehsil: Mumbai City**
District: Mumbai City, Pin: 400021.

2. This renewal of registration is granted subject to the following conditions, namely:-
 - o 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 (2) 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;
 - o 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 me/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.
- o The registration shall be valid up to **29/06/2024** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 6/7 of the Act read with rule 7 the Act.
 - o The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - o That the promoter shall take all the pending approvals from the competent authorities
 - o 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.

Dated: 09/09/2021

Place: Mumbai



Signature validly
Digitally Signed by
Dr. Vasant Ramchand Prabhakar
(Secretary, Maharashtra Real Estate Regulatory Authority)
Signature (Secretary, Maharashtra Real Estate Regulatory Authority)
Maharashtra Real Estate Regulatory Authority