

318/10097

Wednesday, September 07, 2022

11:56 AM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 12073 दिनांक: 07/09/2022

गावाचे नाव: माहिम

दस्तऐवजाचा अनुक्रमांक: बबह-1-10097-2022

दस्तऐवजाचा प्रकार: ऑनलाईन टू सेल

सावर करणाऱ्याचे नाव: हरेश पेट्रोकेम प्रा. लि तर्फे अधिकृत स्वाक्षरीकर्ता कुणाल कनहेयालाल कासट .

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 3600.00

पृष्ठांची संख्या: 180

एकूण: रु. 33600.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

12:11 PM ह्या वेळेस मिळेल.

AP Kulkarni
दुय्यम निबंधक, मुंबई-1

बाजार मूल्य: रु. 108561961.54 /-

मोबदला रु. 123920280/-

भरलेले मुद्रांक शुल्क : रु. 7435500/-

1) देयकाचा प्रकार: DHC रकम: रु. 1600/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0609202216775 दिनांक: 07/09/2022

बँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0609202216762 दिनांक: 07/09/2022

बँकेचे नाव व पत्ता:

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

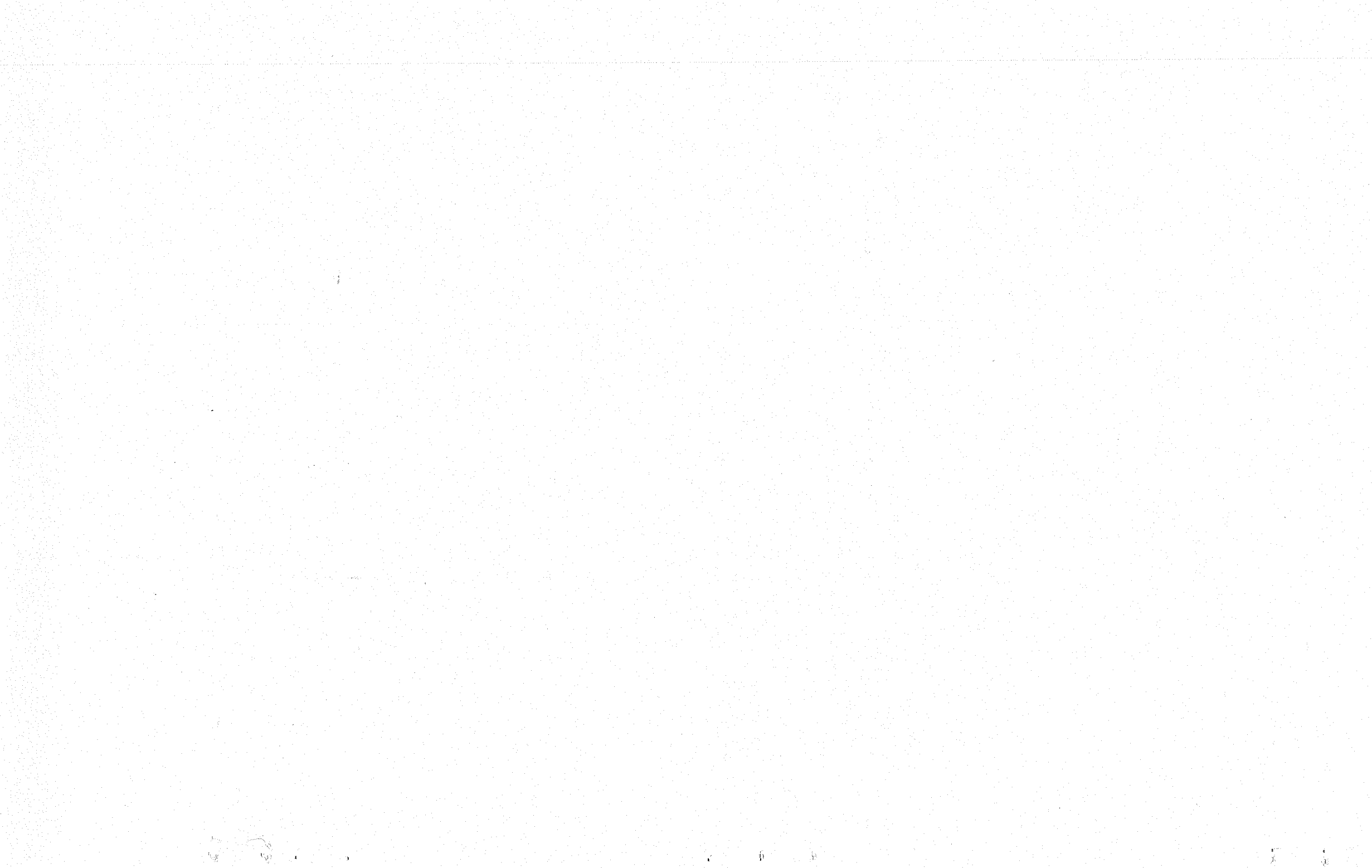
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH007281922202223E दिनांक: 07/09/2022

बँकेचे नाव व पत्ता:

Kundlikar



9/7/2022



Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

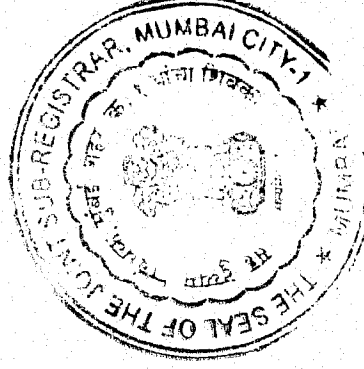
PRN	0609202216775	Date	06/09/2022
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Received from HARESH PETROCHEM PVT LTD, Mobile number 9999999999, an amount of Rs.1600/-, towards Document Handling Charges for the Document to be registered (JSARITA) in the Sub Registrar office S.R. Mumbai City 1 of the District Mumbai District.

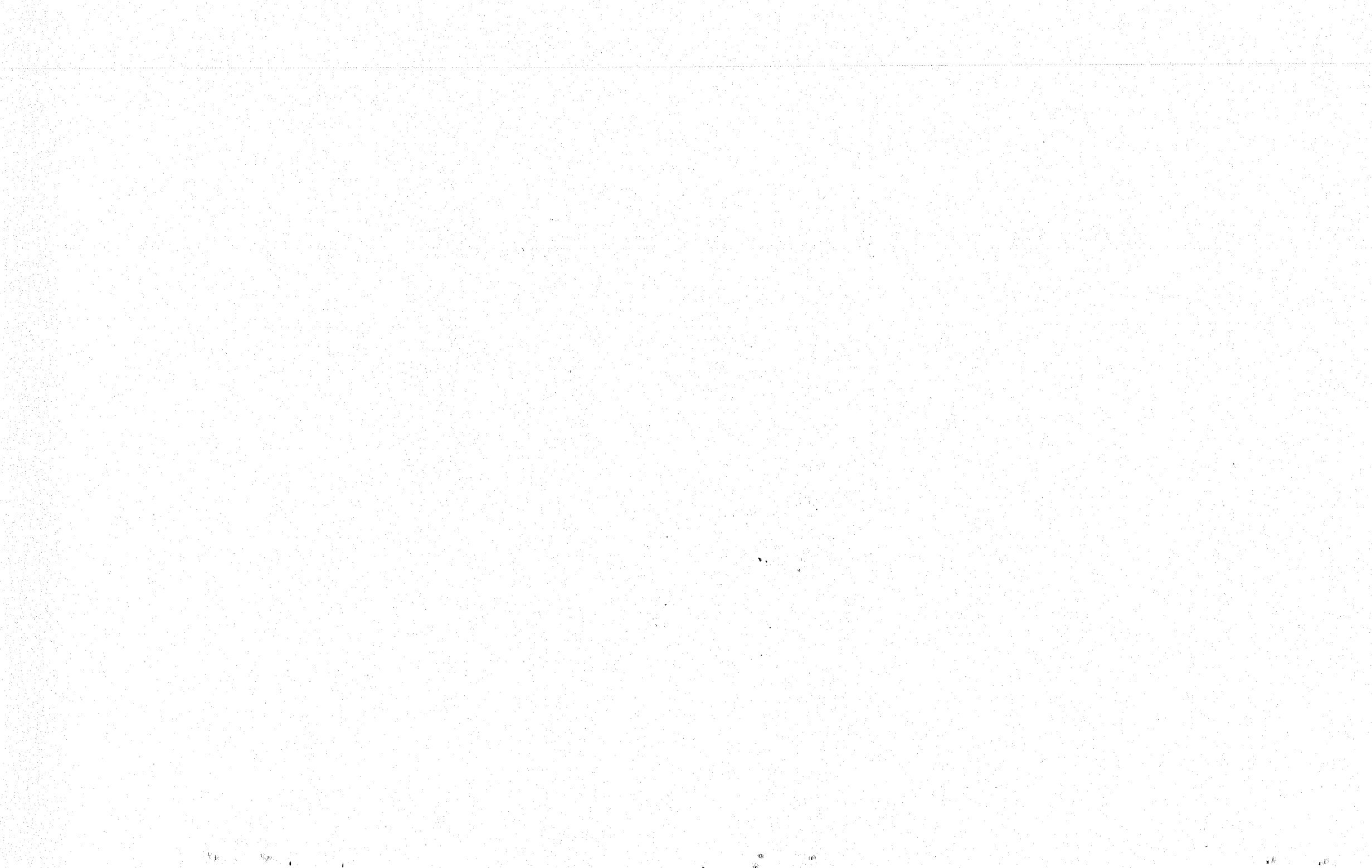
Payment Details

Bank Name	SBIN	Date	06/09/2022
Bank CIN	10004152022090615315	REF No.	ICAOGHXBT8

This is computer generated receipt, hence no signature is required.



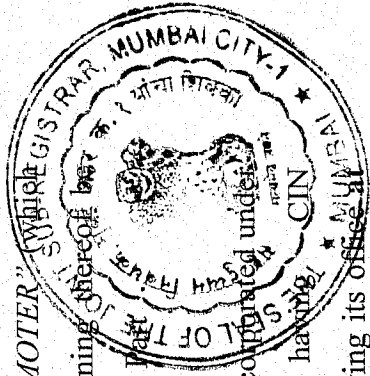
90080
2022
2022



THIS AGREEMENT made at Mumbai this 07 day of SEPTEMBER 2022 *form*

BETWEEN

KOHINOOR CTNL INFRASTRUCTURE COMPANY PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and an existing company under the provisions of the Companies Act, 2013, having CIN U45200MH2005PTC155800 and PAN No.AACCK6660P, and having its registered office at Kohinoor Square, N. C. Kelkar Road, Shivaji Park, Dadar (West), Mumbai 400 028, hereinafter referred to as "**THE PROMOTER**" 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

HARESH PETROCHEM PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having CIN U24100MH2004PTC145264 and PAN No.AABCH4107K and having its office at

510, Acme Plaza, 5th Floor, Andheri Kurla Road, Andheri East, Mumbai-400059 hereinafter referred to as "**THE PURCHASER/S**" (which expression shall

unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and permitted assigns) of the Other Part.

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between the National Textile Corporation (Maharashtra North) Limited (therein referred to as the Vendor) of the First Part, Kohinoor - CTNL - Consortium [the Consortium of Kohinoor Projects Private Limited and Consolidated Transportation Networks Limited (CTNL)] (therein referred to as the Confirming Party) of the Second Part and the Promoter (formerly known as Kohinoor CTNL Infrastructure Company Limited and now known as Kohinoor CTNL Infrastructure Company Private Limited and therein referred to as the Purchaser) of the Third Part, and registered with the Sub-Registrar, Mumbai City 2 (Worli), under No. BBE2-9054-2005, on 11 th October 2005, the National Textile Corporation (Maharashtra North) Limited, sold and conveyed to the Promoter, all that piece or parcel of land admeasuring 19,859.05 square meters and bearing Final Plot No. 46 of the Town Planning Scheme, Bombay City No. III (Mahim Area) (1 st Variation) (Final), situate, lying and being at the Junction of Lady Jamshedji Road and N. C. Kelkar Road, Dadar (West), Mumbai 400 028, and within the Registration District and Sub-District of Mumbai City and Mumbai Suburban, hereinafter referred to as " <i>the Plot</i> ", together with the structures standing thereon, hereinafter referred to as " <i>the Old Structures</i> " (which have since been demolished).		

WHEREAS

1. By a Sale Deed dated 11th October, 2005, made between the National Textile Corporation (Maharashtra North) Limited (therein referred to as the Vendor) of the First Part, Kohinoor - CTNL - Consortium [the Consortium of Kohinoor Projects Private Limited and Consolidated Transportation Networks Limited (CTNL)] (therein referred to as the Confirming Party) of the Second Part and the Promoter (formerly known as Kohinoor CTNL Infrastructure Company Limited and now known as Kohinoor CTNL Infrastructure Company Private Limited and therein referred to as the Purchaser) of the Third Part, and registered with the Sub-Registrar, Mumbai City 2 (Worli), under No. BBE2-9054-2005, on 11th October 2005, the National Textile Corporation (Maharashtra North) Limited, sold and conveyed to the Promoter, all that piece or parcel of land admeasuring 19,859.05 square meters and bearing Final Plot No. 46 of the Town Planning Scheme, Bombay City No. III (Mahim Area) (1st Variation) (Final), situate, lying and being at the Junction of Lady Jamshedji Road and N. C. Kelkar Road, Dadar (West), Mumbai 400 028, and within the Registration District and Sub-District of Mumbai City and Mumbai Suburban, hereinafter referred to as "*the Plot*", together with the structures standing thereon, hereinafter referred to as "*the Old Structures*" (which have since been demolished).

2. (a) The Additional Collector and Competent Authority, (ULC), Greater Mumbai, issued its Letter of Intent No. C/ ULC//D.III/22/8124 dated 15th October, 2005, for the redevelopment of the Plot and the Old Structures, under the provisions of Section 22 of the Urban Land (Ceiling and Regulation) Act, 1976.
- (b) The Additional Collector and Competent Authority, (U. L. C.), Greater Mumbai, issued its No Objection Certificate No. C/ ULC/ D.III/22/ 8124 dated 22nd June, 2007, giving its no objection, for continuing the work above plinth level on the Plot, on the terms and conditions mentioned therein.
- (c) The Urban Land (Ceiling and Regulation) Act, 1976, was repealed with effect from 29th November 2007, in the State of Maharashtra.

3. The Promoter has planned the development of the Plot by constructing a high rise Information Technology Park, Commercial, Office, Residential, and Public Parking Lot Building to be known as "Kohinoor Square" with underground parking facilities by utilising the development potential of the Plot to the maximum extent permissible including inter alia by utilising and consuming the Floor Space Index available in respect of the Plot, additional Floor Space Index by payment of premium or otherwise including on account of the development of Information Technology Park, Floor Space Index awarded in lieu of the construction and handing over of the public parking lot etc..

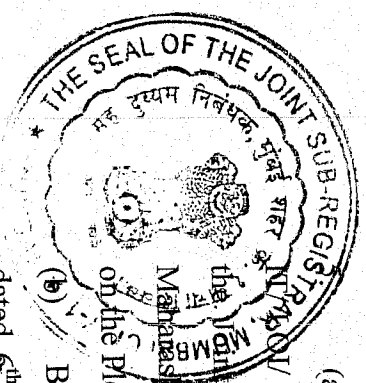
4. The Labour Commissioner, Maharashtra State, Mumbai, by its letter No. KA/ NHP/ P.K.76/ 2005/ Karyasan-22/8826/27 dated 10th April, 2006, issued its Labour NOC for the development of the Plot.

(a) The Promoter applied for and obtained the Letter of Intent No. DI/ N/MA/IOI/ Kohinoor Square I. T. Park/ 223/ 2008/ B-23712 dated 19th June 2008 of the Joint Director of Industries (IT), Directorate of Industries, Government of Maharashtra, for development of a Private Sector Information Technology Park, on the Plot, on the terms and conditions therein mentioned.

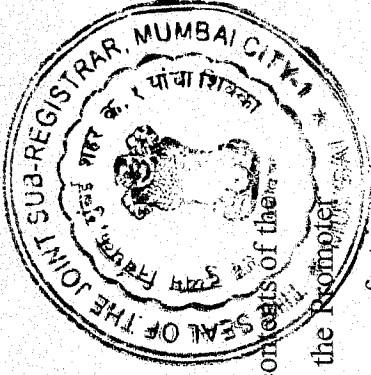
(b) By a letter No. DI/ IT/ LOI/ Kohinoor Square IT Park/ 223/ 2012/ B-11454 dated 6th August, 2012, of the Joint Director of Industries (IT), Directorate of Industries, Government of Maharashtra, the validity of the aforementioned Letter of Intent dated 19th June, 2008, was extended up to 18th June, 2013.

(c) Copies of the Letter of Intent dated 19th June, 2008, and the extension letter dated 6th August, 2012, are annexed hereto and marked Annexure "1 (Colly)".

The Promoter also applied for and obtained, approval for additional 100% Floor Space Index, for the said Private Sector Information Technology Park viz., Kohinoor Square IT Park, vide letter bearing No. US/MT/ Kohinoor Square I. T. Park/ 223/ 2008/ B-23716 dated 19th June, 2008, of the Joint Director of Industries



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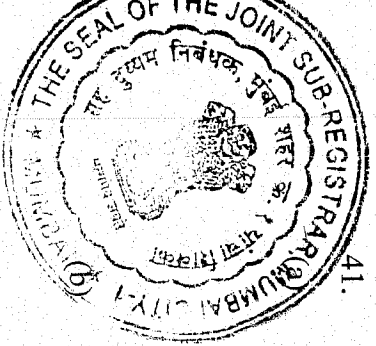
37. The Purchaser/s, who has/have full notice of the provisions/conditions of the said documents and permissions referred to hereinabove, applied to the Promoter for allotment of **Unit No. - B 3701** having carpet area of **2683.62** square feet i.e. **249.31** square meters on **37th** Floor in Wing B of the said Building known as Kohinoor Square being constructed by the Promoter on the Plot hereinafter referred to as "**the said Unit**" and **2 Car Parking Space** bearing **No. 1 & 2 on 9th floor** in the captive parking area hereinafter referred to as "**the said Parking Space/s**" "(However it is clarified and confirmed by Purchaser/s that, Purchaser/s is aware and agrees that ,the aforesaid Parking , is as per current MCGM Plan and the Promoter reserves the right to amend the plan/s and in case of any amendment in plan/s , the numbering of parking may change , however the location of parking will be on **9th** floor in captive parking area of Wing C with same location or adjacent location and Purchaser shall not have any objection for the same) . An Authenticated copy of the floor plans and specifications of the said Unit, agreed to be purchased by the Purchaser/s, approved by the Corporation, is hereto annexed and marked **Annexure "11 colly"**. **The Promoter confirms that, as per Annexure "11 colly", which is plan approved by Corporation, the said Unit is designated as Commercial Office and not as an IT/ITES unit.** The expression "**Carpet Area**" means the net usable area of the Flat/ Shop/ Unit excluding the area covered by the external walls, areas under services shafts exclusive balcony appurtenant to the Flat/ Shop/ Unit for the exclusive use of the Purchaser/s or Verandah area and exclusive open terrace area appurtenant to the Flat/ Shop/ Unit for the exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Flat/ Shop/ Unit.

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38. Relying upon the said Application of the Purchaser/s the Promoter has agreed to sell to the Purchaser/s the said Unit at the price and on the terms and conditions hereinafter appearing.

39. IDBI Trusteeship Services Limited, acting on behalf of EARC, being the hereinabove referred existing term lender, and for and on behalf of the other lenders/ debenture holders, referred to above, has given its no objection vide its letter bearing No. Nil dated 29/08/2022 for the sale and transfer of the said Unit to the Purchaser/s, on the terms and conditions therein mentioned. Hereto annexed and marked **Annexure "12 "** is a copy of the said No Objection Letter dated 29/08/2022. EARC has also issued No Objection Letter, Hereto annexed and marked **Annexure "12A "** is a copy of the said No Objection Letter dated 01/09/2022.

40. The Purchaser/s had demanded from the Promoter and the Promoter has given inspection to the Purchaser/s of all the documents of title relating to the Plot and the plans, designs and the specifications prepared by the Promoter's Architect/s and the said permissions etc. referred to hereinabove and of such other documents as are specified under the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion, Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "MOFA") and the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA") and the Rules made there under.

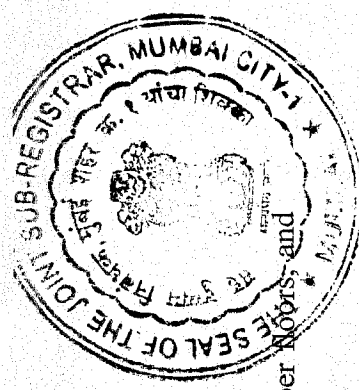


41. The Promoter has:-
registered Wings A and B and the basement of the said Building, as Phase I of its development project on the Plot, under Project Registration No. P51900004769 with the Maharashtra Real Estate Regulatory Authority under RERA; and
registered Wing C and Energy Centre of the said Building, as Phase II of its development project on the Plot, under Project Registration No. P51900012308 with the Maharashtra Real Estate Regulatory Authority under RERA.

42. Under Section 4 of MOFA and Section 13 of RERA, the Promoter is required to execute written Agreement for Sale of the said Unit to the Purchaser/s being in fact these presents and also register the said Agreement under the Registration Act, 1908.

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

1. The Promoter shall under normal conditions construct the said Building consisting of -
 - (a) three level basement, consisting of municipal public parking lot area and building equipment/installation areas;
 - (b) Wing A of the said Building, consisting of ground and five upper floors inclusive of service floor and having commercial premises, with recreation area on the overhead terrace;
 - (c) Wing B of the said Building, consisting of ground and forty eight upper floors, inclusive of service floors and a transfer girder floor, and, having commercial/office/IT/TTES, support services and premises;
 - (d) Wing C of the said Building, consisting of ground and thirty upper floors, inclusive of service floor, and, having municipal public parking lot on the ground



and four upper floors, captive parking on the fifth to thirteenth upper floors; residential flats on the fifteenth to thirtieth upper floors;

(e) the Energy Centre consisting of two level basement and ground and six upper floors and housing the energy installations and equipments for the said Building;

in accordance with the plans, designs, specifications approved by the Municipal Corporation of Greater Mumbai, and, which have been seen and approved by the Purchaser/s, with such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority/ the Government to be made in them or any of them. PROVIDED THAT the Promoter shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the said Unit except any alteration or addition required by any Government authorities or due to change in law or any alteration as per the proposed plans, designs and specifications, authenticated copies of which are annexed hereto and marked Annexure "9".

And the Promoter proposes to carry out further development and construction on the Plot by constructing additional floors in the said Building by utilising and consuming the further and additional development potential that has become available including additional and further floor space index (FSI), compensatory fungible FSI etc., and for this purpose the Promoter proposes to amend the plans, designs and specifications of the said Building for construction of additional floors in the said Building, providing for commercial premises in portions of the service floors, providing for commercial premises in a portion of the first level basement, providing for recreational space on the overhead terrace of Wing A of the said Building over and above the additional floor in Wing A of the said Building, providing for captive parking on the fourth floor level in Wing C of the said Building and providing for the public parking lot in the balance portion of the first level basement, in the second and third level basement and on the ground and three upper floor levels in Wing C of the said Building, as per the proposed plans, designs and specifications of the said Building hereto annexed and marked Annexure "9". The Purchaser/s hereby consent to the aforesaid and the said consent shall for all purposes be treated and considered to be the Purchaser's/s' consent under the provisions of Section 7(1)(i) and (ii) of the Maharashtra Ownership Flats (Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "MOFA") and Section 14(1)(i) and (ii) of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA").

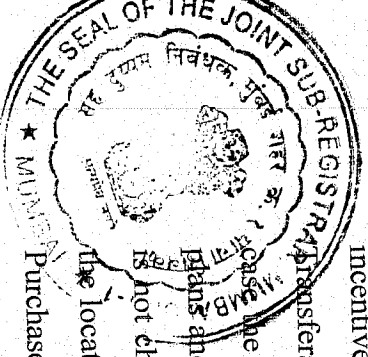
AND FURTHER that if and in case the Promoter to further amend/vary the sanctioned plans or otherwise

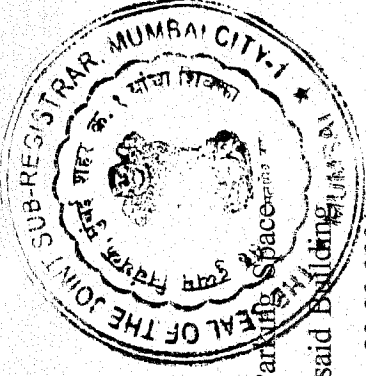
(hereinafter referred to as)	2022
may consider necessary	2022
amendment/variation in	2022

the sanctioned plans becomes necessary either because of the Promoter deciding to construct additional floor/s or additional premises or additional wings/s to or in the said Building or any other building or additional buildings or semi-detached building as the Promoter deems fit including on account of the Promoter deciding to use the balance Floor Space Index of the said Property or any part thereof or on account of the increase in the Floor Space Index in the locality or additional or incentive Floor Space Index becoming available on account of acquisition of transferable of Development Rights or otherwise howsoever then and in any such case the Promoter shall be entitled and be at liberty to amend/vary the sanctioned plans and to carry out such construction provided the location of the said Building not changed and without obtaining the prior written consent of the Purchaser/s the location, area and dimensions of the Unit are not in any manner changed. The Purchaser/s hereby consent/s to the above and the said consent shall for all purposes be considered as Purchaser's/s' consent so long as the location of the said Building is not changed and the location, area and dimensions of the Unit are not in any manner changed. The consent contemplated hereunder shall for all purposes be considered as Purchaser's/s' consent under the provisions of Section 7(1) (i) & (ii) and the other applicable provisions of MOFA as well as under the provisions of Section 14(1)(i) and (ii) and other applicable provisions of RERA.

The Promoter is also proposing to further amend/ vary the sanctioned plans and construct a helipad and carry out construction comprising of elevational features over and above the overhead terrace of "B" Wing of the said Building and the Promoter shall be entitled to and be at liberty to carry out such construction and the Purchaser/s hereby consent/s to the above and the said consent shall for all purposes be considered as Purchaser's/s' consent under the provisions of Section 7(1) (i) & (ii) and the other applicable provisions of MOFA as well as under the provisions of Section 14(1)(i) and (ii) and other applicable provisions of RERA.

2. The Purchaser/s hereby agree/s to acquire and purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s Unit No. B- 3701 having carpet area of **2683.62** Square Feet equivalent to **249.31** Square Metres on 37th Floor in Wing B of the said Building hereinafter referred to as "*the said Unit*" as shown in the floor plan thereof hereto annexed and marked Annexure "11 colly" for the price or consideration of **Rs. 12,09,20,280/- (Rupees Twelve Crore Nine Lakhs Twenty Thousand Two Hundred and Eighty Only)** including Rs. Nil being the proportionate price of the common areas and facilities appurtenant to the said Unit, the nature, extent and description of the common areas and facilities/limited common areas and facilities, which are more particularly





described in the Second Schedule hereunder written, and 2 Car Parking bearing No.1 and 2 on 9th floor in the captive parking area of the said Building hereinafter referred to as "the Parking Space" for the price of **Rs.30,00,000/- (Rupees Thirty Lakhs Only).**" (However it is clarified and confirmed by Purchaser/s that, Purchaser/s is aware and agrees that ,the aforesaid Parking , is as per current MCGM Plan and the Promoter reserves the right to amend the plan/s and in case of any amendment in plan/s , the numbering of parking may change , however the location of parking will be on 9th floor in captive parking area of Wing C with same location or adjacent location and Purchaser shall not have any objection for the same) The aggregate consideration amount for the said Unit including the Parking Space is thus **Rs.12,39,20,280/- (Rupees Twelve Crore Thirty Nine Lakhs Twenty Thousand Two Hundred and Eighty Only)**

3. The Purchaser/s hereby agrees to pay to the Promoter the said amount of purchase price or consideration of **Rs.12,39,20,280/- (Rupees Twelve Crore Thirty Nine Lakhs Twenty Thousand Two Hundred and Eighty Only)** in the following manner:-

Purchaser/s had paid on or before execution of this Agreement for Sale in respect of the Unit, a sum of **Rs. 11,00,000/- (Rupees Eleven Lakhs Only)** as an advance payment or application fee.

Further, the balance purchase price or consideration shall be payable as follows:

Rs. 11,04,28,252/- shall be payable before 2 days from registration of this agreement

Rs.1,23,92,028/- shall be payable before 5 days from registration of this agreement

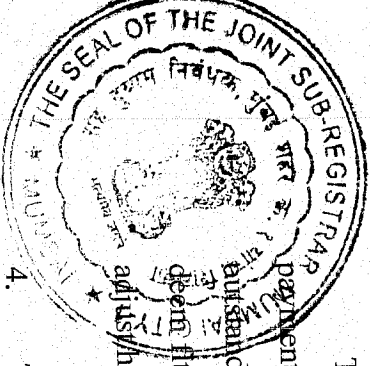
It is hereby recorded that the Purchaser/s has/have prior to the execution of this Agreement paid to the Promoter a sum of **Rs. 11,00,000/- (Rupees Eleven Lakhs Only)** towards an advance payment or application fee. (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and agree/s to make payment of the balance purchase price as stipulated and in the instalments and in the manner stipulated hereinabove, time being of the essence.

The total price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and Cess, Goods and Services Tax or any other similar taxes which may be levied in connection with the construction of and carrying out the Project payable by the Promoter) upto the date of handing over the possession of the said Unit.

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

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



4. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any which may have been imposed by the Corporation at the time of sanctioning the building plans or thereafter and also the hereinbefore recited other permissions, sanctions, approvals etc.. and shall before handing over possession of the Unit to the Purchaser/s, obtain from the concerned local authority occupation and/or completion certificate in respect of the said Building or the Wing or of the portion of the said Building or Wing in which the Unit is located or of the said Unit as the case may be.

Time is of essence for the Promoter as well as the Purchaser/s. The Promoter shall abide by the time schedule for handing over the said Unit to the Purchaser/s and the common areas to the Co-operative Society or other common organisation of the purchasers. Similarly, the Purchaser/s shall make timely payments of the installment and other dues payable by him/ her/ them and meeting the other obligations under the Agreement subject to the Promoter simultaneously complying with its obligations.

5. The Promoter hereby declares that the FSI in respect of the said Property inclusive of FSI for setback area is 26,487.42 square meters, additional FSI made available on account of Private Information Technology Park is 25,108.87 square meters and for construction of municipal public parking lot is 26,128.40 square meters and additional FSI available on payment of premium or otherwise for utilisation or consumption on the said Property is 19,556.16 square meters and that no part of the FSI of the said Property has been utilized by the Promoter outside

26/11/13
90000 39

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the purchaser/s and/or allottees, as per the scheme framed by the Promoter, all the right, title and interest of the Promoter in the aliquot part of the said Property together with the said Building and other buildings and development and construction carried out thereon (save and except the public parking lot premises, which is to be handed over and transferred to the Corporation and save and except the set back area, which is to be handed over and transferred to the Corporation) by executing the necessary Conveyance of the said Property excluding the public parking lot premises and the set back area (or to the extent as may be permitted by the authorities) in favour of such Co-operative Society or Societies or limited company or companies or association/s and/or to the purchasers and/or allottees as per the scheme framed by the Promoter, and such Conveyance and the scheme framed by the Promoter shall be in keeping with the terms and provisions of this Agreement.

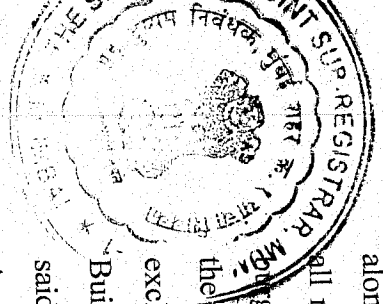
The Promoter, will carrying out and completing the construction of the public parking lot premises in the said Building as per the approved plans, and, will be handing over and transferring the same to the Corporation along with access as mandated by the Development Control Regulations. As per the settlement arrived at in the Hon'ble Supreme Court (as recited above), the Promoter and its nominees will be having free access to the building installations located in the basement of the said Building for maintenance, supervision, operation and management thereof, and, there will be common ingress and egress through the common entry/ exit in Wing C of the said Building for the municipal public parking lot and the captive parking areas.

A portion of the said Property admeasuring 402.87 square meters is going in set back and the Promoter will be handing over and transferring this set back area to the Municipal Corporation of Greater Mumbai.

square meters is going	36	900
set back - 2		
transferring this set back		
90000	36	900
and maintaining the		

16. The Promoter for the purposes of operating, managing and maintaining the said Property including the said Building, captive parking areas, open areas, atriums, recreation areas and other common areas and facilities, installations and facilities etc.. will be appointing Building/ Facility Manager/s for this purpose on such terms and conditions as may be decided by the Promoter and will be causing the Co-operative Society or limited company or association of the purchasers and allottees of the premises in the said Building to enter into a Contract/s with the Building/ Facility Manager or will be causing them to adopt and ratify the Contract/s entered into by it with the Building/ Facility Manager/s. The Purchaser/s agree/s to be bound by the terms, conditions and provisions of the aforementioned Contract/s with the Building/ Facility Manager. The Purchaser/s further agree/s to cause the Co-operative Society or limited company or

association of the purchasers and allottees of the premises in the said Building to enter into the Contract/s with the Building Facility Manager or to adopt and ratify the Contract/s entered into by the Promoter with the Building/ Facility Manager as stated above. It is agreed that the fees, charges or other amounts to be paid to the Building/ Facility Manager shall be paid by the Purchaser/s along with other purchasers and allottees of premises in the said Building and on the said Property as per the Contract/s with the Building/ Facility Manager. The Purchaser/s further agree/s to ensure that the aforementioned provisions are binding on the Lessee, franchisee or nominee of or in respect of the said Unit.



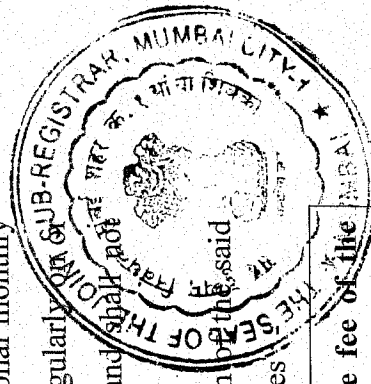
17. Commencing Fifteen (15) days after notice in writing is given by the Promoter to the Purchaser/s that the said Unit is ready for use and occupation alongwith Occupation Certificate, the said Unit shall be at the Purchaser's/s' risk in all respects including (but not limited to) against any risk of the nature of theft, burglary, fire, riot fire etc., and that the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Unit excluding the public parking lot) of outgoings in respect of the Plot and the said Building thereon or shall be liable to bear and pay the outgoings in respect of the said Flat/Shop/Unit, as the case may be, namely local taxes, revenue and N. A. Assessment, betterment charges or such other levies under any head whatsoever by the concerned local authority and/or Government, water charges, insurances, common lights, sweepers, building/ facility manager fees (**if applicable**) and all other expenses including maintenance charges and other expenses necessary or incidental to the management and maintenance of the said Building as listed in the Third Schedule hereunder written and as per the guidelines, rules and regulations of the Promoter (till the formation of the co-operative society/limited company/other association or organisation) and as per the rules and regulations of the co-operative society /limited/company/other association or organisation on the formation thereof. Until the Co-operative Society /Societies or limited company /companies or other association is/are formed and the said Property and building/s transferred to it, the Purchaser/s shall pay to the Promoter such proportionate share of outgoings/ outgoings as may be determined by the Promoter. The Purchaser/s further agree that at the time of taking possession of the said Unit the Purchaser/s shall pay to the Promoter a sum of **Rs. 19,32,480/-** being an amount equal to **16 month** provisional monthly contribution at the rate of **Rs.45/-** per square feet of carpet area of the said Unit per month towards the outgoings and property tax on actual and the Promoter shall be entitled and be at liberty to appropriate the same or adequate portion thereof towards such monthly outgoings and the balance if any out of the amounts so paid by the Purchaser/s to the Promoter shall not carry any

interest and remain with the Promoter until a Conveyance is executed in favour of the Co-operative Society/Societies, limited company/companies, other association/s or organisations/s or purchasers and allottees as aforesaid. On such conveyance being executed, the aforesaid balance (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Co-operative Society/limited company/ other association or organisation of which the Purchaser/s is/are a member or to the Purchaser/s, as the case may be.

After the said amount of advance paid by the Purchaser/s to the Promoter is exhausted the Purchaser/s undertakes to pay to the Promoter provisional monthly contribution and such proportionate share of outgoing/ outgoing regularly before the 5th day of each and every calendar month in advance and shall not withhold the same for any reason whatsoever.

18. The Purchaser/s shall on or before the delivery of possession of the said Unit keep deposited with the Promoter the following amounts in Rupees

(a)	Rs.1100/-	for share money, application, entrance fee of the Co-operative Society/ limited company/other association;
(b)	Rs.10,000/-	towards costs for formation and registration of the Co-operative Society/ limited company/other association;
(c)	Rs.25,000/-	towards legal charges;
(d)	Rs.20,000/-	Electricity Meter Deposit and other deposits and charges;
(e)	Rs.19,32,480/-	Towards Provisional Monthly Contribution towards outgoing/proportionate other charges and outgoing.
	Rs.19,88,580 /-	Total



19. The Promoter shall utilise the sum of Rs.25,000/- paid up by the Purchaser/s to the Promoter under item (c) of Clause No.18 above for meeting all legal costs charges and expenses including professional costs of the Advocates and Solicitors of the Promoter in connection with the formation of the Co-operative

Society /limited/company/other association, preparing its rules, regulations and bye-laws and the cost of preparing this Agreement and the cost of preparing and engrossing the Conveyance.

20. All the stamp duty and registration charges and other levies including Goods and Services Tax any other taxes whatsoever of and incidental to this Agreement and the Conveyance and other necessary assurances to be executed in pursuance hereof or otherwise, and whether now payable/ chargeable or hereafter payable or chargeable or charged including any additional stamp duty, penalty, registration charges shall be exclusively borne and paid by the Purchaser/s. At the time of entering into this Agreement the Purchaser/s shall pay the stamp duty and registration charges payable, if any on and in respect of this Agreement as per the provisions of law and shall likewise at or before the execution and registration of the deed of Conveyance and other necessary assurances to be executed in pursuance hereof or otherwise or of any document or instrument of transfer in respect of the said Property and the said Building to be executed in favour of the Co-operative Society/ Societies or limited company/ companies or other association/s or organisation/s or the Purchaser/s, pay to the Promoter his/her/their share of stamp duty and registration charges, if any payable by the Purchaser/s thereon.

21. The Promoter hereby represents and warrants to the Purchaser/s as follows:-

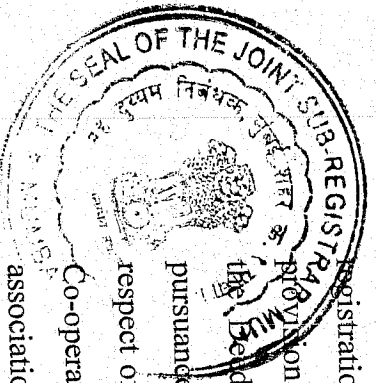
(a) The Promoter's title to the said Land is as stated above and the Promoter has subject to what is stated and recited hereinabove the requisite rights to carry out development upon the Plot and also has actual, physical and legal possession of the Plot for the implementation of the project;

(b) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out the development of the project and upon the completion of the construction of the said Building, the Corporation will be issuing its Occupation Certificate/s in respect thereof;

(c) Save and except the mortgage as recited hereinabove, there are no encumbrances upon the Plot or the project;

(d) All approvals, licences and permits issued by the competent authorities with respect to the project, the Plot and the said Building are valid and subsisting and have been obtained by following the due process of law. Further, the Promoter has been and shall at all times remain to be in compliance with all applicable laws in relation to the project, the Plot, the said Building and common areas;

(f) The Promoter has a right to enter into this Agreement with the no objection of the lenders and has not committed or omitted to perform any act or thing,



Kohinoor Square for accessing and maintaining the common facilities like lift room, pump room etc..;

(m) the Helipad and elevational features and construction over and above the overhead terrace will be for the benefit of and exclusive use of the purchaser or allottee of Unit No. B-1A (6) on the First Floor in Wing B;

(n) Area as may be designated by the Promoter on the rear portion of the said Property behind Wing B for installation of generators and other equipment will be for the benefit of and exclusive use of the purchaser or allottee of Unit No. B-1A (6) on the First Floor in Wing B;

(o) The captive areas in the First and Second Level Basement of the said Building (Kohinoor Square) will be for the benefit of and exclusive use of the purchaser or allottee of Unit No. B-1A (6) on the First Floor in Wing B;

D. LIMITED COMMON AREA AND FACILITY OF WING C

(a) Entrance Lobby and foyer on the fourteenth floor and lift lobbies in Wing C for access to Wing C shall be for the access and ingress and egress of the purchasers and allottees of units and premises in Wing C, their visitors, employees, servants and personnel, the members of the Recreation Club located in Wing C and the employees and personnel of the Recreation Club in Wing C;

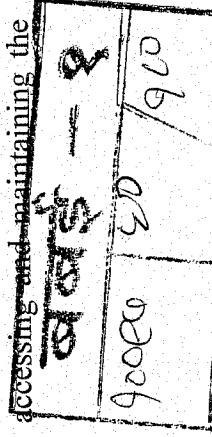
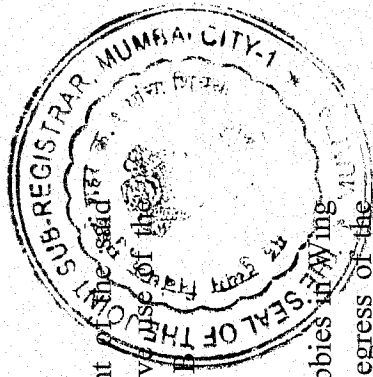
(b) External Passages in front of or outside or adjoining the flats and premises in Wing C will be for the benefit and exclusive use of a purchaser or allottee of a flat or premises as may be designated or reserved by the Promoter and in the absence of any such designation the external passages will be for the benefit and exclusive use of all the purchasers or allottees of flats or premises on the floor on which an external passage is located;

(c) Terraces and Uninterrupted Power Supply (UPS) Installation Areas adjacent or adjoining flats and premises along with passages for access thereto will be for the exclusive use of the flats and premises to which it is adjacent or adjoining;

(d) Staircases and lifts for access to the 14th and upper floors in Wing C including the main landing and landing on each floor in these areas, will be for the benefit and exclusive use of the purchasers and allottees of flats and premises in these areas and their employees and personnel and visitors to these areas, the members of the Recreation Club located in Wing C and the employees and personnel of the Recreation Club in Wing C;

(e) Service Floor at the fourteenth floor level and the installations and facilities therein will be for the benefit and use of all the flats and premises in Wing C;

(f) the overhead terrace will be for the benefit of and use of such of the purchasers and allottees of flats and premises in Wing C as may be designated by the Promoter subject however to ingress and egress to the other purchasers and allottees of premises for accessing and maintaining their installations and to the co-operative society/ies, limited company/ies/ association/s/ organisation/s of purchasers and allottees in Kohinoor Square for accessing and maintaining the common facilities like lift room, pump room etc..

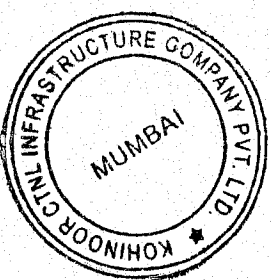
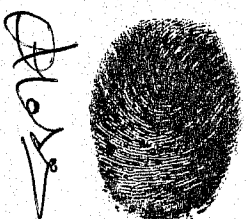


THE THIRD SCHEDULE ABOVE REFERRED TO

1. Property Tax;
2. Water Charges;
3. Common Area Electricity;
4. Security Charges;
5. House keeping / Sweeper Charges;
6. Gardening;
7. Insurance of Building, Equipment and Machinery;
8. Building Facility Management Fees;
9. Common Area Maintenance;
10. AMC of Equipment and Machinery
11. Club Area Maintenance & Running Cost (excluding monthly fees & Departmental fees)



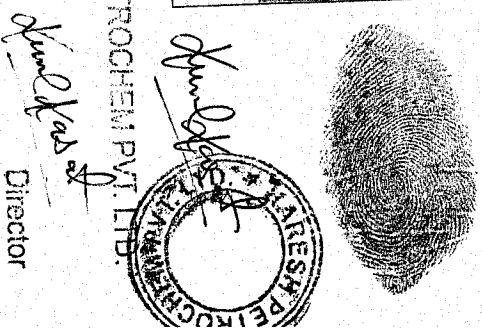
SIGNED SEALED AND DELIVERED
by Mr. Deepak Lade, the Authorised Signatory of the withinnamed **PROMOTER KOHINOOR CTNL INFRASTRUCTURE COMPANY PRIVATE LIMITED** pursuant to the Resolution of its Board of Directors dated 08/01/2022



- 1.
- 2.

SIGNED SEALED AND DELIVERED
by the Mr. Kunal Kasat
authorised signatory
of withinnamed **PURCHASER
HARESH PETROCHEM PRIVATE
LIMITED**

pursuant to the Resolution of its
Board of Directors dated 1.9.2022

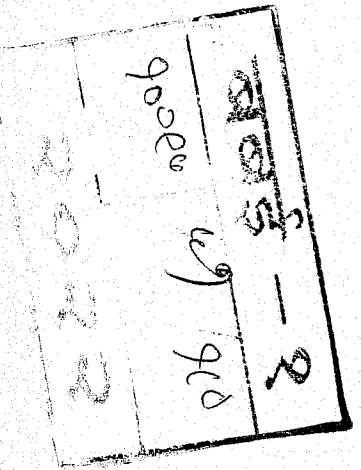


FOR HARESH PETROCHEM PVT. LTD.

Director

in the presence of:

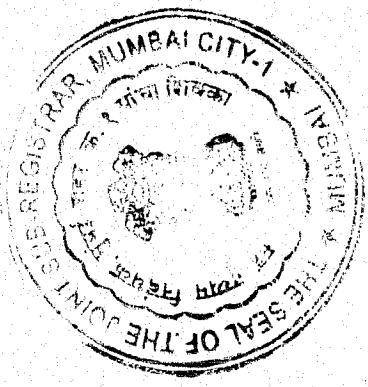
- 1.
- 2.



RECEIVED of and from the within named
PURCHASER/S the sum of **Rs.11,00,000/-**
(Rupees Elevn Lakhs Only) by

Chq. No.	Chq. Date	Bank	Amount in Rs.
235584	13.08.2022	Union Bank of India	11,00,000/-
		Total	11,00,000/-

Rs.11,00,000/-

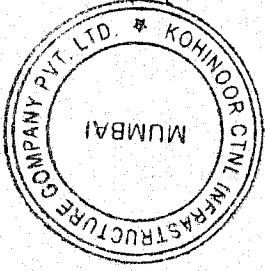


money to be paid by the Purchaser/s to us the Promoter at
or before the execution of this Agreement.

WITNESSES
1. *[Signature]*

2. *[Signature]*

WE SAY RECEIVED
FOR KOHINOOR CTNL INFRASTRUCTURE
COMPANY PRIVATE LIMITED



[Signature]
AUTHORISED SIGNATORY
THE PROMOTER ABOVE NAMED

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Annex B

MUNICIPAL CORPORATION OF GREATER MUMBAI
APPENDIX XXII

PART OCCUPANCY CERTIFICATE

[EB/1369/GN/A/OCC/2/New of 04 November 2020]

To,
Kohinoor CTNL Infrastructure Compnay Pvt. Ltd.
Kohinoor bhavan, senapati bapat marg, Dadar, mumbai -400028..

Dear Applicant/Owners,

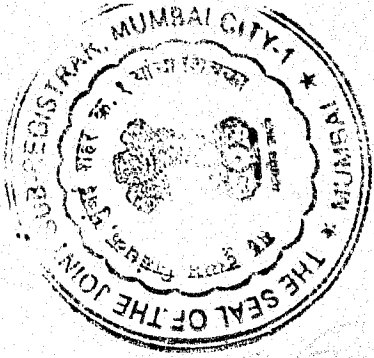
The Part 3 development work of Resi+comm building comprising of Part occupation of Proposed commercial building (i. e. full occupation to wing 'A' i.e. for remaining Ground and 3rd to 5th upper floors) on plot bearing C.S.No./CTS No. 46 of Division _____ at N.C. Kelkar Road (Kohinoor Mill) is completed under the supervision of Shri. SHASHIKANT LAXMAN JADHAV , Licensed Surveyor , Lic. No. J/167/LS , Shri. Kamalakar N. Hadkar , RCC Consultant, Lic. No. STR/H/12 and Shri. Nilesh P Kumthekar , Site supervisor, Lic.No. K/257/SS-I and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. EB/1369/GN/ A dated 12 June 2019.

It can be occupied with the following condition/s.

- 1) That all the balance conditions of I.O.D / amended plan approval letters shall be complied with before asking further OC.
- 2) That the remaining work shall be carried out as per approved amended plans.
- 3) That all the safety and precautionary measures to safeguard the occupants and neighborhood shall be taken while executing the remaining construction works.

Copy To :

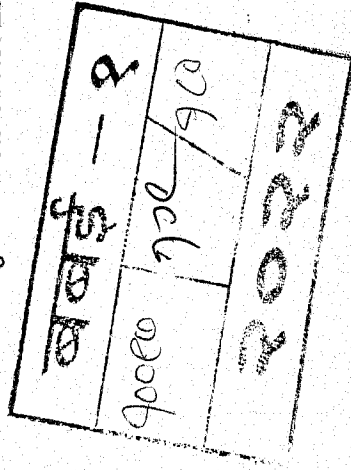
1. Asstt. Commissioner, G/North
 2. A.A. & C. , G/North
 3. EE (V), City
 4. M.I. , G/North
 5. A.E.W.W. , G/North
 6. Licensed Surveyor, SHASHIKANT LAXMAN JADHAV, B-106, NATRAJ BLDG., MULUND (W)
- For information please



✓

Name : JADHAV RAJENDRA ANANDRAO
Designation : Executive Engineer
Organization : Municipal Corporation of Greater Mumb
Date : 04-Nov-2020 16: 41:18

Yours faithfully
Executive Engineer (Building Proposals)
Municipal Corporation of Greater Mumbai
G/North





Annex B



**MUNICIPAL CORPORATION OF GREATER MUMBAI
APPENDIX XXII**

PART OCCUPANCY CERTIFICATE

[EB/1369/GN/A/OCC/3/New of 30 August 2021]

To,
Kohinoor CTNL Infrastructure Compnay Pvt. Ltd.
kohinoor bhavan, senapati bapat marg, Dadar, mumbai -400028..

Dear Applicant/Owners,

The **Part 4** development work of **commercial** building comprising of wing 'B' 21st to 43rd upper floor (IT & Commercial) and 8th to 9th floor of wing 'C' for parking floor on plot bearing C.S.No./CTS No. 46 of Division _____ at **N.C. Kelkar Road (Kohinoor Mill)** is completed under the supervision of **Shri. SHASHIKANT LAXMAN JADHAV , Licensed Surveyor , Lic. No. J/167/LS , Shri. Kamlakar N. Hadkar , RCC Consultant, Lic. No. STR/H/12** and **Shri. Nilesh P Kumthekar , Site supervisor, Lic.No. K/257/SS-I** and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. **M.F.B. No. - Online No. EB/1369/GN/A-CFO** dated **15 December 2020**.

It can be occupied with the following condition/s.

- 1) That all the balance conditions of I.O.D / amended plan approval letters shall be complied with before asking further OC.
- 2) That the remaining work shall be carried out as per approved amended plans.
- 3) That all the safety and precautionary measures to safeguard the occupants and neighbourhood shall be taken while executing the remaining construction works.

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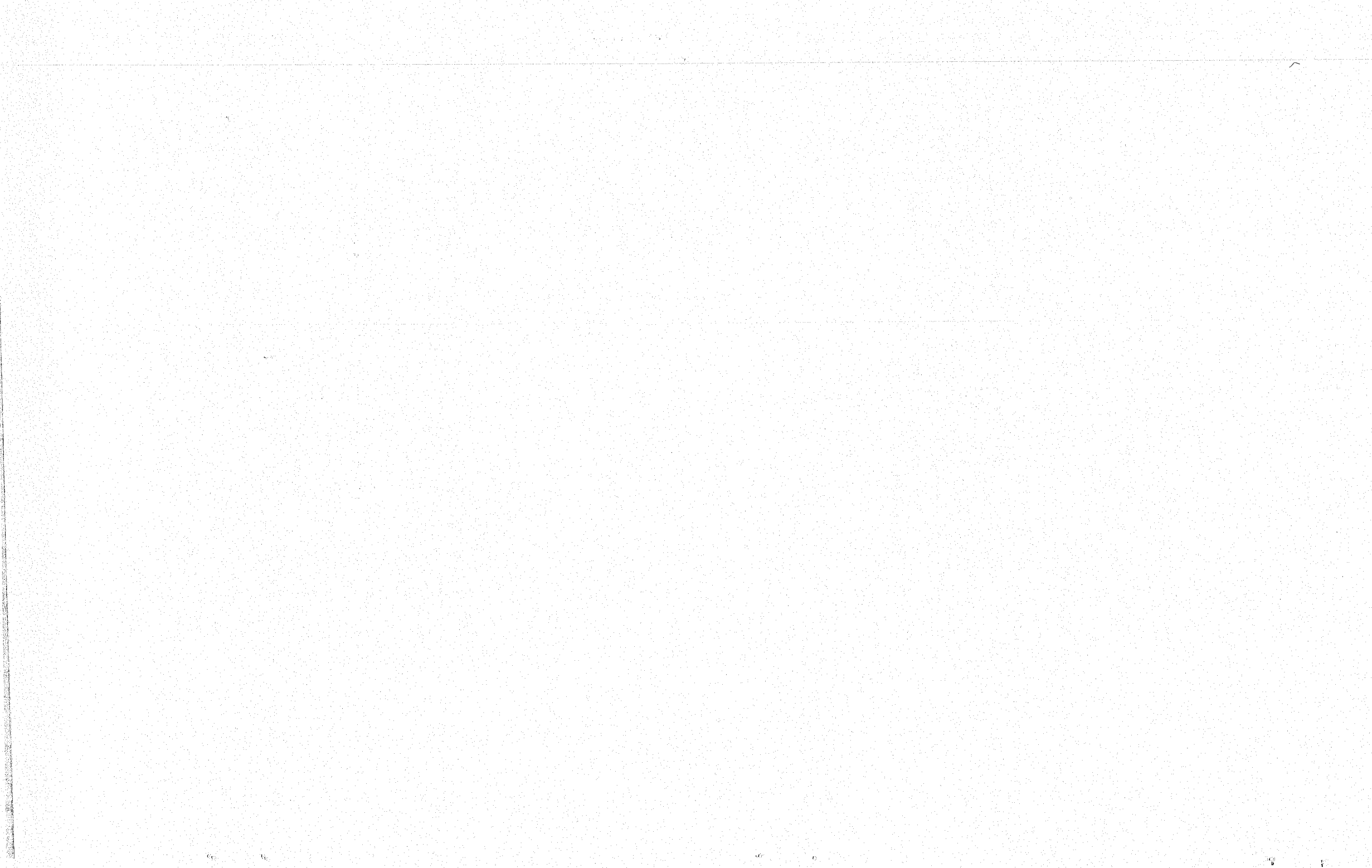
1. Asstt. Commissioner, G/North
 2. A.A. & C. , G/North
 3. EE (V), City
 4. M.I. , G/North
 5. A.E.W.W. , G/North
 6. Licensed Surveyor, SHASHIKANT LAXMAN JADHAV, B-106, NATRAJ BLDG., MULUND (W)
- For information please



Name : JADHAV RAJENDRA
ANANDRAO
Designation : Executive
Engineer
Organization : Municipal
Corporation of Greater Mumbai
Date : 30-Aug-2021 15:59:26

Yours faithfully
Executive Engineer (Building Proposals)
Municipal Corporation of Greater Mumbai
G/North

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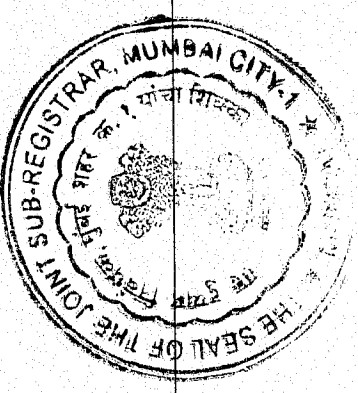


Annex EC



MUNICIPAL CORPORATION OF GREATER MUMBAI
APPENDIX XXII
PART OCCUPANCY CERTIFICATE

[EB/1369/GN/A/OCC/4/New of 21 January 2022]



To,
Kohinoor CTNL Infrastructure Compnay Pvt. Ltd.
kohinoor bhavan,senapati bapat marg, Dadar,mumbai -400028..

Dear Applicant/Owners,

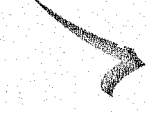
The **Part 5** development work of commercial building comprising of **Part occupation permission for commercial/ I.T. Park building (i. e. Part O.C. for wing 'B' 44th to 47th upper floor and 10th floor of wing 'C' for parking floor and minor amendment) as per last approved amended plans dated. 15.12.2021**, on plot bearing C.S.No./CTS No. **46** of Division _____ at **N.C. Kelkar Road (Kohinoor Mill)** is completed under the supervision of Shri. **SHASHIKANT LAXMAN JADHAV** , Licensed **Surveyor** , Lic. No. **J/167/LS** , Shri. **Kamlakar N. Hadkar** , RCC Consultant, Lic. No. **STR/H/12** and Shri. **Nilesh P Kumthekar** , Site supervisor, Lic.No. **K/257/SS-1** and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. **EB/1369/GN/ A/CFO/1/AMEND** dated **07 January 2022**.

It can be occupied with the following condition/s.

- 1) That the balance conditions mentioned in IOD / Amended plans approval letter shall be complied with before requesting further occupation permission.
- 2) That the remaining finishing work as per MCGM Circular 06.07.2017 shall be carried out strictly as per approved plans.
- 3) That all the safety and precautionary measures to safeguard the occupants shall be taken while executing the remaining finishing / balance works for which developer is fully responsible.
- 4) There shall not be any unauthorized constructions/activities/misuse allowed by Owner in the premise & if any unauthorized constructions/activities found and any damages / risks / unwanted incidences/ fire/ accidents/ litigation/claims that may suffer or occur, Owner are responsible and strict actions against shall be taken.
- 5) That all the fire safety & precautionary measures as per CFO NOC shall be complied with and binding upon Developer of building.

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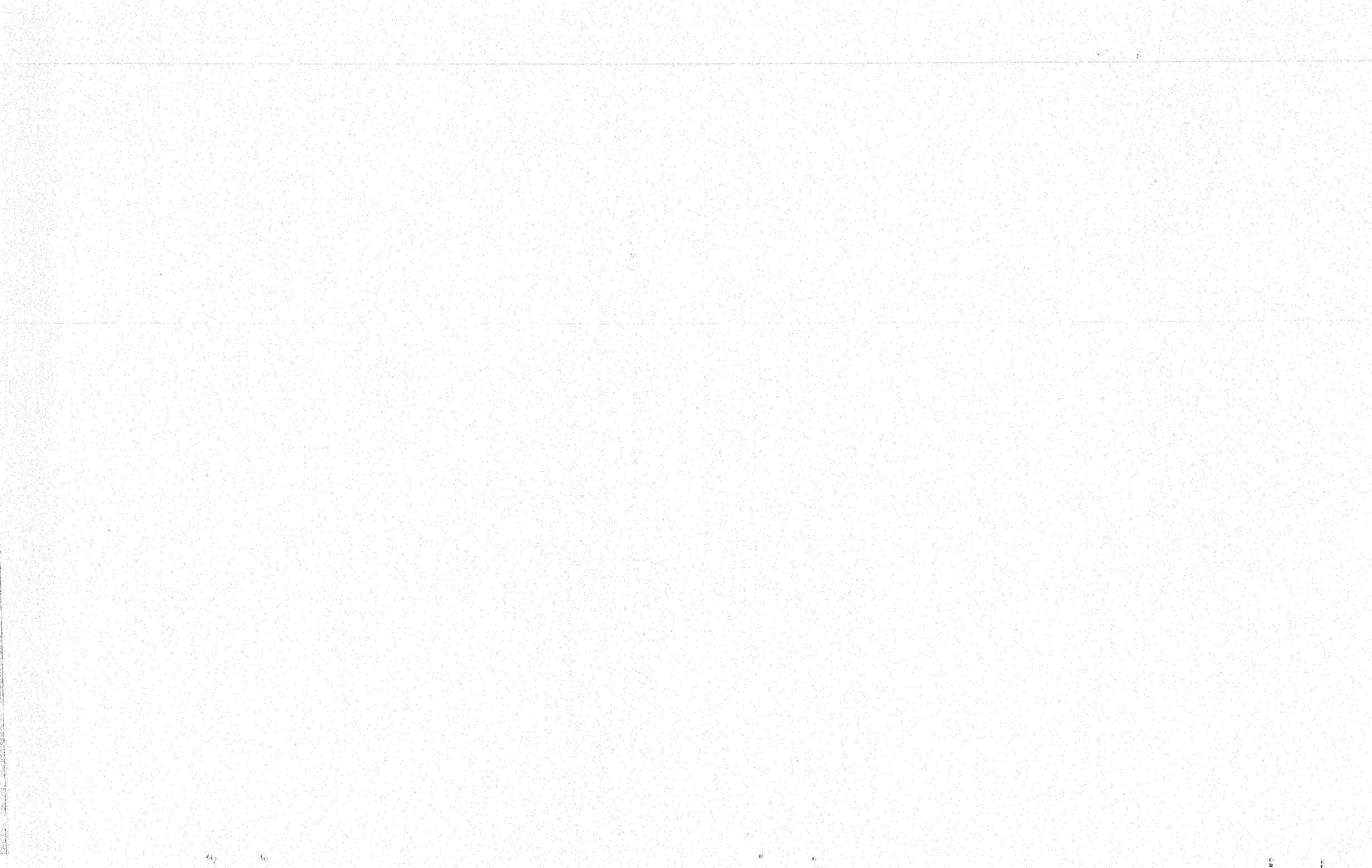
1. Asstt. Commissioner, G/North
 2. A.A. & C. , G/North
 3. EE (V), City
 4. M.I. , G/North
 5. A.E.W.W. , G/North
 6. Licensed Surveyor, SHASHIKANT LAXMAN JADHAV, B-106, NATRAJ BLDG., MULUND (W)
- For information please



Name : JADHAV RAJENDRA
ANANDRAO
Designation : Executive
Engineer
Organization : Municipal
Corporation of Greater Mumbai
Date : 21-Jan-2022 14: 06:33

शुद्ध - २
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Yours faithfully
Executive Engineer (Building Proposals)
Municipal Corporation of Greater Mumbai



Annex ed



MUNICIPAL CORPORATION OF GREATER MUMBAI
APPENDIX XXII

PART OCCUPANCY CERTIFICATE

[EB/1369/GN/A/OCC/5/New of 26 April 2022]

To,
Kohinoor CTNL Infrastructure Compnay Pvt. Ltd.
kohinoor bhavan, senapati bapat marg, Dadar, mumbai -400028..

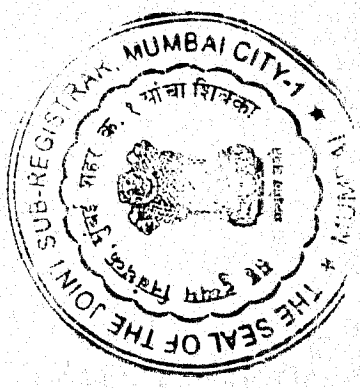
Dear Applicant/Owners,

The **Part 6** development work of **commercial** building comprising of **Part occupation to Proposed commercial building (i.e. Full O.C. for wing C) Wing C- 11th to 13th parking floors, 14th service floor and 15th to 30th Residential floors** on plot bearing C.S.No./CTS No. **46** of Division _____ at **N.C. Kelkar Road (Kohinoor Mill)** is completed under the supervision of Shri. **SHASHIKANT LAXMAN JADHAV, Licensed Surveyor**, Lic.No. **J/167/LS**, Shri. **Kamlakar N. Hadkar**, RCC Consultant, Lic. No. **STR/H/12** and Shri. **Nilesh P Kumthekar**, Site supervisor, Lic.No. **K/257/SS-I** and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. **EB/1369/GN/ A** dated **30 March 2022**.

Copy To :

1. Asstt. Commissioner, G/North
2. A.A. & C., G/North
3. EE (V), City
4. M.I., G/North
5. A.E.W.W., G/North
6. Licensed Surveyor, **SHASHIKANT LAXMAN JADHAV, B-106, NATRAJ BLDG., MULUND (W)**

For information please



Name : **GANESH A HARNE**
Designation : Executive Engineer
Organization : Personal
You are failing to sign by: 26-Apr-2022 19: 07:23
Executive Engineer (Building Proposals)
Municipal Corporation of Greater Mumbai

G/North

